

Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Alisia Bergsman
Amanda Dumas
Edwin Quarles
LaToya Rivers
Nick Walsh



Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

AGENDA
Regular Town Board Meeting
March 18, 2025 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

Live stream available via YouTube [@townofhuntersvillenc28078](https://www.youtube.com/@townofhuntersvillenc28078)

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

1.A. Discussion on controlled residential parking and valet parking ordinances. (*Emily Sloop*)

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 for NC115 North Improvements (HL-0056) Professional Engineering Services Contract. (*Stephen Trott*)

8.B. Adopt amendment to Annexation Ordinance 2024-03 for the contiguous annexation of the development referenced as Courtyards at Walters Farm. (*Becca Prichard*)

8.C. Adopt amendment to Annexation Ordinance 2024-01 for the non-contiguous annexation of the development referenced as Trails End. (*Lauren Speight*)

8.D. Recognize Downtown & Pottstown Stormwater Project grant. (*Pattie McGinnis/Bobby Williams*)

9. Public Hearings

10. Other Business

- 10.A. Consider decision on Petition #R24-11, a request by DDRTC Birkdale Village, LLC rezone +/- 12.36 acres at 8710 Lindholm Drive from Highway Commercial Conditional District (HC-CD) to Highway Commercial Conditional District (HC-CD) for Commercial, Hotel, Office, & Multifamily uses. (*Brian Richards*)
- 10.B. Consider appointing three (3) members to the Environmental Sustainability Committee due to two expiring terms and one resignation. (*Bobby Williams*)
- 10.C. Consider appointing one (1) member to the Parks and Recreation Commission due to a vacancy. (*Michael Jayocks*)
- 10.D. Consider approving Resolution disbanding Huntersville Ordinances Advisory Board. (*Emily Sloop*)
- 10.E. Conduct a quasi-judicial hearing on Petition #SUP24-02 Merancas Fire Training Facility for a Special Use Permit at 11700 Old Verhoeff Drive for a fire training facility with a burn building. (*Jesse James*)
- 10.F. Consider decision on Petition #R24-10 Merancas Fire Training Facility, a request by Central Piedmont Community College to rezone approximately 5.28 acres located at 11700 Old Verhoeff Drive from Neighborhood Residential and Campus Institutional to Special Purpose-Conditional District. (*Jesse James*)

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 no later than five (5) minutes prior to the designated meeting start time. 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

March 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: NC115 North Improvements (HL-0056) Professional Engineering Services Contract

EXPLAIN REQUEST:

Resolution to accept the professional engineering services contract with RS&H, Inc. for the NC 115 North Improvements (HL-0056) project.

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

Bond Fund.

ATTACHMENTS:

1. Professional Engineering Services - HL-0056 - 3.5.25



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE NC115 NORTH IMPROVEMENTS (HL-0056) PROFESSIONAL ENGINEERING SERVICES CONTRACT

Resolution No. R-2025-10

WHEREAS, the Town of Huntersville proposes to enter into an agreement for professional engineering services for the NC 115 North Improvements project; and

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

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

WHEREAS, the most qualified proposer selected was RS&H, Inc. Contract for Professional Engineering Services attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Adopted this 18th day of March, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



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

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

FIRM:	Name: RS&H Architects-Engineers-Planners, Inc.	PROJECT:	HL-0056 NC115 North Improvements
	Address: 8521 Six Forks Rd, Suite 400, Raleigh, NC 27615	PROJECT ADDRESS:	NC115 from Harvest Point Dr to Sam Furr Rd.
	Phone # 919-926-4107		
	Project Manager Name: Sean Kortovich, PE		
	Project Manager email: Sean.Kortovich@rsandh.com		

This Contract for Professional Services, 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 RS&H Architects-Engineers-Planners, Inc. (the “Firm”) located at 8521 Six Forks Rd, Suite 400, Raleigh, NC 27615.

WITNESSETH:

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

1. Scope of Services. The Firm agrees to perform for the Town the following services according to the following requirements:

The Firm agrees to provide professional engineering services needed to complete the project. Such professional engineering services shall constitute the “Work.” The Scope of Services and Firm’s Fee Schedule are attached as Exhibits C and D, which are incorporated herein by reference. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit C that are requested by the Town or any review agencies (“Additional Services”). Additional Services will be billed at the Firm’s billing rates as shown on the attached Exhibit E, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the Firms standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit E only if and to the extent that the Firm’s standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm’s standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice

period given by the Firm. Any meetings not included in the Scope of Services in Exhibit C will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by Town before proceeding to perform such Additional Services.

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

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

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

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

2. Contract Insurance. Firm shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
3. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.

5. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Firm and the Town recognize that time is of importance for completion of the Work. Any Notice to Proceed shall also contain a date that the Firm shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.

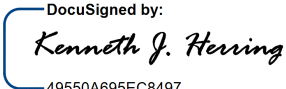
6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the lump sum stated in the Fee Schedule in Exhibit D. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit E, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

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

Contractor

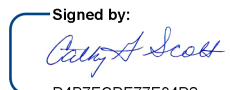
Name: RS&H

Name of Contractor (type or print)

By: 
DocuSigned by:
49550A695EC8497...

(Signature) 3/5/2025

Title: vice President

Attest: 
Signed by:
D4B7ECDE77E84D2...

(Secretary, if a corporation) 3/5/2025

Asst. Corp. Secretary

Town of Huntersville

Town Manager

Attest: _____
Town Clerk

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

Finance Director

EXHIBIT A

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." 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.** In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all third-party claims, losses, costs, damages, expenses (including reasonable expenses of litigation and attorneys' fees), and attorneys' fees ("Claims"). In the event that any portion of the Service performed under the Contract do not comply with the standard of care, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent allowed by law.

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

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

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

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

15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville to the extent required by the Standard of Care. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with industry practices.
20. **Quality and Workmanship.** All work shall be performed in accordance with this Contract and the applicable Standard of Care.
21. **Default.** Either Party may terminate the Contract, in whole or in part, upon thirty (30) days written notice upon breach of the other Party. In the event of breach by Contractor, in addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith. This contract shall not terminate if the alleged default is cured with the 30-day notice period. In the even this Contract is terminated by the Town for the default of the Contractor, the Town shall be entitled to keep and use Work performed by Contractor for use in finishing the project.
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 for Services actually delivered or performed. 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. **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.

24. **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.
25. **Confidentiality.** The Contractor acknowledges the Town is subject to public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
26. **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.
27. **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.
28. **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.
29. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
30. **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.
31. **Authority to Sign.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.
32. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
33. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
34. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
35. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

EXHIBIT B INSURANCE AND BOND REQUIREMENTS

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

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

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

b. **Commercial General Liability (CGL) Insurance.**

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

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

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

c. Automobile Liability.

The Contractor shall provide and maintain automobile liability coverage including coverage for owned, hired, and non-owned vehicles, with limits no less than \$1,000,000 per accident for bodily injury and property damage.

d. Builder's Risk/Course of Construction.

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

This coverage is not required for road maintenance projects.

e. Professional Liability.

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

f. Pollution Liability.

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

g. Umbrella Coverage.

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

h. Other Insurance.

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

8. If the Contractor maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.

10. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.
11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
13. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives, and subcontractors. The Contractor's obligation to defend, indemnify, and hold the Town and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph are not limited to or restricted by any requirement in the Contract for Contractor to procure and maintain a policy of insurance.
14. For construction projects only, the Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.
15. For construction projects only, the Contractor shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

EXHIBIT C

FIRM'S SCOPE OF SERVICES

HL-0056

STAGE 1 | Summary Sheet and Project Management

TASK ORDER #1

Contract Information

[RS&H]			
Contract # TBD	Contract Type: <i>Stand Alone Purchase Order</i>	Payment Type: <i>Lump Sum</i>	WBS: 50539.1.1
[ESP]			
Contract # TBD	Contract Type: <i>Stand Alone Purchase Order</i>	Payment Type: <i>Lump Sum</i>	WBS: 50539.1.1
[Quality Counts]			
Contract # TBD	Contract Type: <i>Stand Alone Purchase Order</i>	Payment Type: <i>Lump Sum</i>	WBS: 50539.1.1
[Robbins & Dewitt]			
Contract # TBD	Contract Type: <i>Stand Alone Purchase Order</i>	Payment Type: <i>Lump Sum</i>	WBS: 50539.1.1

Project Contacts

Fill in Project Contacts. Add rows as needed and delete unused rows. Indicate PDN activity for each subconsultant.

NCDOT CONTACTS			
Jeff Burleson	704-983-4461	jaburleson@ncdot.gov	Division 10 PM
PRIME CONSULTANT CONTACTS			
Sean Kortovich	919-926-4170	Sean.kortovich@rsandh.com	Project Manager
Jenny Noonkester	704-940-4787	Jenny.noonkester@rsandh.com	Planning Lead
Regina Bowman	919-926-4114	Regina.bowman@rsandh.com	Traffic Lead
SUBCONSULTANT CONTACTS			
Randy Nance	704-323-4478	rnance@espassociates.com	PDN Activity(s)
Matthew DeWitt	864-201-8846	Matt.dewitt@robbins-dewitt.com	PDN Activity(s)
Andy Mix	614-738-3679	amix@qualitycounts.net	PDN Activity(s)
SUBMIT ESTIMATES TO: Click or tap here to enter text.			

Project Information

Fill in Project Information.

BASIC PROJECT INFORMATION			
Project Duration: 12 months			
SPOT ID: N/A	WBS: 50539.1.1	Federal Aid Number: N/A	
Division: 10	County: Mecklenburg		
Project Description: Widen existing NC 115 to a 4-lane divided section with leftover from south of McCord Rd up to NC 73.			
Project Limits: Approximately 300' North of Harvest Lane to NC 115.		Length (miles): .62	
Programmed R/W Date: 2027		Programmed Let Date: 2029	
Federal Funding: No			
STIP Allocation: P/E \$751,000 R/W \$2,852,000 Construction \$4,938,000 Utilities Utilities \$	Funding Source: ☐ Federal ☒ State	Document Type: ☒ CE/MCDC ☐ EA/FONSI ☐ DEIS/FEIS/ROD	Contract Type: ☒ Lump Sum ☐ Cost Plus
NEPA/Section 404 Merger Project: Choose an item.			

TRANSPORTATION PLANNING INFORMATION	
Design Year: 2050	No. of Build Alternatives: 1
Description of Build Alternative(s): 4-lane divided with c&g and multiuse path on the outsides	

ROADWAY INFORMATION	
Design Speed: 50 MPH (will investigate lowering DS during design)	Posted Speed: 45 MPH
Design Units: mph/ft	
Traffic Volumes Base Year: 19,500 VPD Design Year: 41,100 VPD K: TBD % D: TBD %	Design Exceptions: TBD
Truck Traffic TBD Duals TBD TTST	Functional Classification: Urban Arterial
Tier Classification: Regional Tier	Terrain: Rolling
Design Standard: AASHTO, 2024 NCDOT Standards, NCDOT RDM	Typical Section: 4-lane divided with c&g and multiuse path on the outsides
Right of Way Existing: 60 Feet Proposed: 120 Feet	Access Control: None
Number of Parcels: 31	Number of Relocations: TBD
Bicycle Route: NO	Sidewalk: YES
Detours: NO	School Buses: YES
Noise Walls: TBD	Utility Impact: MEDIUM
Railroad Involvement: YES	Hazardous Sites: TBD
Historic Sites: TBD	Archaeological Sites: TBD
Grade Separations: N/A	Structures: 1 existing culvert
Signals: 1 @ McCord and 1 @ NC 73	
Are surveys available? NO	When are they anticipated? 4-15-25

STRUCTURAL AND HYDRAULIC INFORMATION	
Bridges: N/A	List of Structures: 1 culvert
Major Drainage Structures/Crossing: 0	Culverts: 1

Project Management Tasks

Objective:

During the project initiation stage, the Project Manager will organize the team, develop the scope of services, a baseline schedule and budget, and a work plan consisting of communications, risk management, quality and change management procedures and expectations for the project.

In subsequent stages, the Project Manager manages the team in accordance with those elements listed above, as well as ensures the project is delivered on time and within budget and meets the highest

quality standards. The Project Manager leads and is responsible for building and maintaining the team, assisting the team's coordination, collaboration, and communication through various meetings. These meetings vary in frequency and purpose and are dependent upon project team needs. The Project Manager leads the team in coordination and status of the scope, schedule and budget, facilitates dialogue between team members, communication of project decisions and identification of risks, opportunities, and actions to progress the project through to all stages of project development to letting. The Project Manager engages with external stakeholders such as MPO/RPOs, local communities, businesses, residents, and other third-party external stakeholders as needed. In addition, the Project Manager performs administrative functions to report project status in accordance with various budget and schedule metrics and Department leadership requests for information, including development of project status reports, spending plans, etc.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1.
- 2.
- 3.

MEETINGS AND TRIPS			
☒	Meetings with Town of Huntersville PM: 6		
	Anticipated format: Virtual meeting	Anticipated # of staff: 5	Anticipated duration: 1 hrs./meeting
☒	External Coordination Meetings: 6		
	Anticipated format: Virtual meeting	Anticipated # of staff: 5	Anticipated duration: 1 hrs./meeting
☒	Internal Coordination Meetings: 6		
	Anticipated # of staff: 5 Anticipated duration: 1 hrs./meeting		
List out additional meetings and details (e.g., # of meetings, anticipated staff, duration of meetings)			
1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
☒	1.0 Project Management and Coordination - Coordination with Town of Huntersville PM, including status calls and meetings. - Coordination with other NCDOT disciplines/units. - Coordination with external stakeholders and agencies. - Internal coordination with project team, including status meetings. - Document all meetings and calls. - Maintain administrative record and internal project files. - Maintain Connect/SharePoint files and ATLAS Workbench. - Upload project deliverables listed in ATLAS Workbench Comprehensive List through the ATLAS Workbench.
☒	2.0 Project Schedule - Develop MS Project Schedule. - Maintain MS Project Schedule, including monthly updates.
☒	3.0 Monthly PM Status Reports and Invoicing (12 months) Prepare and submit monthly invoices and progress reports.
☒	4.0 Complete QC Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Project Quality Management Manual.
☐	Insert other tasks as needed: <i>to be included as part of manday estimate for this scope</i>

1EN1 | Establish Environmental Needs| [RS&H]

Objective:

Ensure that all projects, federal or state funded, comply with relevant environmental laws, including the Clean Water Act, National Environmental Policy Act (NEPA), State Environmental Policy Act (SEPA), Section 4(f), Section 106, the Endangered Species Act, Section 6(f), Title VI of the Civil Rights Act, and Farmland Protection Policy Act.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Scope and schedule have been outlined by the Project Lead.
2. GeoEnvironmental initial review request required and included here.
3. Prepare Tribal Coordination Letters for the Catawba Indian Nation and Cherokee Nation in compliance with the NCDOT Tribal Protocol/Procedures for Mecklenburg County. RS&H will distribute a hardcopy to the Catawba Indian Nation and transmit a copy of letter to NCDOT EAU and Cherokee Nation via email. The project is state funded, therefore the USACE will be cc'd on the coordination letters.
4. North Mecklenburg Community Park adjacent to project area. Possible 4(f) resource (mtg included 2EP1).

MEETINGS AND TRIPS			
☒	Meeting Name and Group: 1 meetings Coordination meeting with EPU and Division		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 3	Anticipated duration: 1 hrs./meeting
☐	Meeting Name and Group: None Anticipated		
	Anticipated format:	Anticipated # of staff:	Anticipated duration: hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings) 1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Review Draft Project Scoping Report Review the draft Project Scoping Report with the EAU groups and provide comments to the Project Lead.
2.0 Receive Initial Request (ETRACS or Other Informal Means) for Human and Natural Environment Studies - Prioritize requests that have NTP within following 12 months. - Send requests, as appropriate, to the correct EAU human and natural environmental groups.

3.0 Determine Natural Resources Technical Report (NRTR) Needs

- Coordinate the scope of work and fee necessary for the NRTR in accordance with *NRTR Scope Template and Guidance*.

4.0 Determine Section 7 Survey Needs

- Request a Section 7 survey as appropriate for project scope.

5.0 Prepare and Send Survey Notification Letter

- Create survey notification letter to be sent to landowners within the designated study area. (If centrally managed, this is a task completed as part of the NRTR.)

6.0 Complete Cultural Resource Screening

- Complete the Cultural Resources Screening Checklist for Section 106 provided in the *2020 Section 106 Programmatic Agreement for the Transportation Projects Program in North Carolina*.
- Determine if further historic preservation review is needed, and complete a request for Historic Architecture and Archaeology review.

7.0 Determine Noise/Air Analysis Needs

- Consult with the Traffic Noise and Air Quality (TNAQ) Group to determine if project needs a traffic noise or air quality analysis, as applicable, incorporate results into the Project Scoping Report.
- Draft a Traffic Noise Report or Design Noise Report as needed per the Traffic Noise and Air Quality Group direction.
- Prepare an in-house estimate and negotiate the fee as appropriate with the consultant.

8.0 Determine Community Analysis Needs

- Review with the Community Studies Group to determine the level of Community Analyses appropriate for the project.
- Develop Community Screening for completing analyses.

9.0 Task Management

Coordination with the Town of Huntersville, NCDOT and other technical disciplines.

10.0 Complete Quality Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the *NCDOT Quality Management Program: Quality Control and Quality Assurance*.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1.
- 2.

2EN1 | Initiate Natural Resources Analysis | [Robbins-Dewitt]

2EN1.1 Natural Resources Technical Report (NRTR)

Objective:

Coordinate the preparation and QA/QC of the following tasks/deliverables: Survey Notification Letter, NRTR Report, Section 7 Surveys/Coordination, Water Resources File, and Jurisdictional Resources Package as needed.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1. Subconsultant will survey the wetland boundary flags and complete the wetland boundary survey plat.
- 2. Surveys for Michaux’s sumac, Schweinitz’s sunflower, and smooth coneflower will be completed by Robbins & DeWitt.
- 3. USFWS only lists the 3 plants in the project area. No animals or critical habitats are listed. NLEB will not be surveyed.
- 4. A map of the study area to be surveyed (approximately 16.8 acres) will be provided for the NRTR field work.

MEETINGS AND TRIPS		
☒	NRTR Field Trip(s): 1 trip(s)	
	Anticipated # of staff: 2	Anticipated duration: 8 hrs./meeting
☒	T&E Field Trip(s): 1 trip(s)	
	Anticipated # of staff: 2	Anticipated duration: 12 hrs./meeting
☒	Onsite Meetings with Agencies: 1	
	Anticipated # of staff: 2	Anticipated duration: 8 hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)		
1. N/A		

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Pre-Field Work
2.0 Landowner Letter Delivery
☐ Provided by NCDOT ☒ Generated by PEF
3.0 NRTR Field Work
(All forms required as stated in Preparing Natural Resource Technical Reports.)

Study Area: Approximately 16.8 acres to be surveyed Required Forms: ☒ NCSAM forms ☒ NCWAM forms Wetland Delineation Method: ☐ PLS Method ☒ Nail Method
4.0 Threatened and Endangered Species Surveys (except any listed as historic for county) ☒ All Plants ☐ All animals except Bats, Fish, Mussels, and RCW. ☐ Bats: ☐ Fish: ☐ Mussels: ☐ RCW
5.0 WEX file ☒ Submit WEX file via ETRACS.
6.0 WET file ☒ Submit WET file via ETRACS.
7.0 Preliminary Jurisdictional Package (PJD) ▪ Prepare and submit draft PJD package, including QC form. ▪ Revise and resubmit PJD package. ☒ ETRACS request to ECAP.
8.0 Complete NRTR ▪ Develop the NRTR and any associated GIS deliverables ▪ Finalize the NRTR and Water Resources file and place on the ATLAS Workbench with the Project Manager, Hydraulics Unit, Locations/Surveys Unit, Structures management Unit, Utilities Unit, and Roadway Unit (and others as appropriate) should be notified. ▪ Send the Water Resources File to the Locations and Surveys Unit for the incorporation of the water resources into the project's Final Survey file.
9.0 Task Management Coordination with the Town of Huntersville, NCDOT and other technical disciplines.
10.0 Complete QC Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.
Insert other tasks as needed: to be included as part of manday estimate for this scope 1. 1 JD Site Visit; 2 staff, 8 hours

2EN2 | Initiate Human Environment Analysis | [RS&H]

2EN2.1 Community Studies

Objective:

Complete the Community Characteristics Report and the Indirect and Cumulative Effects report (if determined necessary in Stage 1) for the study area or study corridors to inform project decision making, design, and permitting. A Community Characteristic Report is only needed if community impacts influence alternative selection. Complete an Indirect and Cumulation Effect only if screening indicates a need for assessment. Complete the Community Impact Assessment or Direct and Indirect Screening Tool based on the preliminary design for the preferred alternative, as well as the Land Use Scenario Assessment (if indicated), and document project decisions, commitments, recommendations, outstanding direct impacts, and potential future development areas.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

Community Studies

- 1. Project Duration: 12 months
- 2. DIST will be completed first. Short form CIA is included but may not be needed depending on results of DIST.

Cultural Resources

- 1. Project Duration: 12 months
- 2. Section 106 effects coordination is not anticipated at this time, but can be included in a future task order if needed.

MEETINGS AND TRIPS			
☐	Merger Meetings: ☐ CP 2 ☐ CP 2A ☐ CP 3 ☐ CP 4A		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
☒	Field Visit: 1		
	Anticipated # of staff: 2		Anticipated duration: 8 hrs./meeting
☐	Other Meetings: Insert #		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Develop Community Characteristics Report	- Develop a Community Characteristics report based on current templates, guidance, and tools maintained by Community Studies. - Identify direct impact and develop demographic study areas based on the current project study area. - Coordinate with Public Involvement on the Community Characteristics Report (CCR) on more complex or controversial projects.
2.0 Develop Indirect and Cumulative Effects Report (if scoped)	- Develop an Indirect and Cumulative Effects Screening Report (ICE) based on the finding of Transportation Impact Causing Activities (TICAs) in the community screening. - Refine the Future Land Use Study Area (FLUSA) based on the current project study area. - Coordinate with Mitigation and ICI on high growth area projects or for merger projects.
3.0 Develop Community Impacts Assessment	- Document the avoidance, minimization, and mitigation of the impacts of an alternative project on community resources as well as unresolved impacts remaining at preliminary design. - Prepare community impacts assessment based on current templates, guidance, and tools maintained by Community Studies, and using the DCIA and DSA from the CCR if one was prepared or developing these areas if not. - Direct contract staff to develop the Community Impact Assessment and coordinate with Public Involvement and Office of Civil Rights.
4.0 Develop Land Use Scenario Assessment	- Develop a Land Use Scenario Assessment (LUSA) report based on current templates, guidance, and tools maintained by Community Studies. - Develop one or more Potential Development Areas (PDAs) within the FLUSA to map existing conditions within PDAs with future projections based on Build and No Build scenarios. - Coordinate with Mitigation and ICI to develop the LUSA in high growth area projects and merger projects.
5.0 Review NEPA/SEPA Document	Coordinate with Community Studies to review the relevant sections of NEPA or SEPA documents as necessary.
6.0 Task Management	Coordination with the Town of Huntersville, NCDOT and other technical disciplines.
7.0 Complete Quality Procedures	Perform appropriate quality reviews and complete quality checklists in accordance with the <i>NCDOT Quality Management Program: Quality Control and Quality Assurance</i> .

8.0 Insert other tasks as needed: to be included as part of manday estimate for this scope.

1. Direct and Indirect Screening Tool (DIST)

- DIST Project Initiation & Set-up
 - Coordinate with NCDOT
 - Determine Direct Community Impact Area (if formal DCIA needed) and submit via ETRACS for review and approval.
- DIST Data Gathering
 - Examine ATLAS data and satellite imagery.
 - Prepare and distribute local officials input forms.
- DIST Project Documentation
 - Prepare draft DIST.
- DIST Deliverables
 - Submit draft DIST via ETRACS.
 - Revise and resubmit DIST by email (clean and track changes versions) in response to comments.
 - Submit final DIST via ATLAS Workbench.
 - Submit final DIST by email (Word and PDF formats) to NCDOT Community Studies.

2. Short Form Community Impacts Assessment (CIA)

- CIA Project Initiation & Set-up
 - Coordinate with NCDOT.
 - Determine Direct Community Impact Area and submit via ETRACS for review and approval.
- CIA Data Gathering
 - Pull and examine demographic data.
 - Examine ATLAS data and satellite imagery.
 - Field visit.
 - Prepare and distribute local officials input forms.
- Short Form CIA Project Documentation
 - Prepare draft Short Form CIA.
- Short Form CIA Deliverables
 - Submit draft Short Form CIA via ETRACS.
 - Revise and resubmit Short Form CIA by email in response to comments.
 - Submit final Short Form CIA by email (Word and PDF formats) to NCDOT Community Studies for distribution, ATLAS upload, and posting to ATLAS Workbench.

2EN2.2 Cultural Resources

Objective:

Determine the potential effects of projects to cultural resources, historic architecture, and archaeology, as required by Section 106 of the National Historic Preservation Act (applies to state and federal projects) and Section 4(f) (applies to federal projects only). Section 4(f) resources may also include publicly owned public parks and recreation lands and waterfowl and wildlife refuges, in addition to historic resources. These additional resource types are identified and discussed in the Community Impact Assessment.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1. Project Duration: 12 months
- 2. North Mecklenburg Community Park adjacent to project area. Possible 4(f) resource.
- 3.

MEETINGS AND TRIPS			
☐	Merger Meetings: ☐ CP 2 ☐ CP 2A ☐ CP 3 ☐ CP 4A		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
☐	Section 106 Coordination Meetings: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Identify Section 4(f) and 6(f) Resources (if needed) • The Cultural Resource Specialist reviews the study area to determine if Historic Section 4(f) or Section 6(f) (see 2EP1 for related information) resources are present. • The Project Manager determines if Section 6(f) resources are present and coordinates with PICSviz if present. • If present, the Project Manager and the Cultural Resources Specialist coordinate to determine if the project has the potential to impact these properties.

2.0 Complete Cultural Resource Screenings (if needed)

- The Cultural Resources Specialists for Historic Architecture and Archaeology determine and document the discipline-specific Area of Potential Effects for the project based on the study area. Using the best available information, the Cultural Resources Specialists determine if there are any known or potential historic properties or archaeological sites that exist in the Area of Potential Effects and determines the need for further field surveys.
- The Cultural Resources Specialists uploads the applicable form(s) to the ATLAS Workbench.

3.0 Complete Archaeology Report (if needed)

- If the Cultural Resources Screening for archaeology determines that a survey is required, the Cultural Resources Specialist initiates a survey to identify currently unknown archaeological sites in accordance with applicable guidelines, standards, and regulations. If archaeological sites are identified, the Cultural Resources Specialist evaluates the eligibility for listing on the National Register of Historic Places.
- The Cultural Resources Specialist uploads the applicable Cultural Resource Form to the ATLAS Workbench, notifying the Project Manager.

4.0 Complete Historic Architecture Building Inventory (if needed)

- If the Cultural Resources Screening for historic architecture determines that a survey is required, the Cultural Resources Specialist for historic architecture initiates a survey to identify historic properties in accordance with the Historic Architecture Group Procedures and Work Products Manual and applicable guidelines, standards and regulations.
- The Cultural Resources Specialist uploads the applicable historic architecture form to the ATLAS Workbench, notifying the Project Manager.

5.0 Complete Historic Architecture Eligibility Evaluation Report (if needed)

- If historic properties that are potentially eligible for listing on the National Register of Historic Places are identified during the Building Inventory, an Evaluation Report is completed. This report is submitted to the Historic Preservation Office and consulting parties for comments.
- The Cultural Resources Specialist uploads the applicable historic architecture form to the ATLAS Workbench, notifying the Project Manager.

6.0 Conduct Cultural Resource Effects Determination (if needed)

- Archaeological Effects
 - The Cultural Resources Specialist determines if the National Register of Historic Places is listed, or eligible sites are affected by the project.
 - The Cultural Resources Specialist uploads the applicable archaeological form to the ATLAS Workbench, notifying the Project Manager.
- Historic Architecture and Landscapes Effects (if needed)
 - The Cultural Resources Specialist determines if National Register of Historic Places is listed, or eligible historic architecture sites are affected by the project.
 - The Cultural Resources Specialist uploads the applicable Cultural Resource Form to the ATLAS Workbench, notifying the Project Manager.

7.0 Develop Section 106 MOA (if needed)

After consultation has concluded with appropriate parties and it is determined that an Adverse Effect cannot be avoided, the Cultural Resources Specialist(s), for the affected resource(s), prepares a draft Finding of Adverse Effect for the lead federal agency so that the Advisory Council on Historic Preservation can be notified of the adverse effect finding. The lead federal agency reviews and distributes the Finding of Adverse Effect document to applicable parties.
3.0 Task Management Coordination with the Town of Huntersville, NCDOT and other technical disciplines.
4.0 Complete Quality Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the <i>NCDOT Quality Management Program: Quality Control and Quality Assurance</i> .
5.0 Review NEPA/SEPA Document The NEPA/SEPA Lead or Project Manager coordinates with the Cultural Resources Specialist(s) to review the relevant cultural resources discussions of NEPA/SEPA documents as needed. This review is to: - Focus on the accuracy of the information in the document. - Ensure that avoidance and minimization measures have been captured. - Ensure the Project Special Commitments (Green Sheets) agreements made with the agencies have been captured. This coordination is tracked via an ETRACS request if involving EAU Staff.
6.0 Insert other tasks as needed: to be included as part of manday estimate for this scope. 1.

2EN2.3 Traffic Noise and Air Quality

Objective:

Consult with the Traffic Noise and Air Quality Group (TNAQ) to determine if a traffic noise analysis and/or an air quality analysis is required. Complete the Traffic Noise Report, Air Quality Report, and prerequisite deliverables and tasks, once alternatives/alignments are developed. An Air Quality Report is required for all projects for which either an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is being prepared.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- A Traffic Noise Report (TNR) will be prepared in accordance with the 2021 Traffic Noise Policy and 2022 Traffic Noise Manual.
- A project area reconnaissance **will not** be needed.
- A Noise Analysis Work Plan **will** be prepared.
- Ambient noise level data collection **will** be collected.
- Estimated number of receptors to be included in noise modeling: **35**.
- Estimated number of locations where equivalent receptors will be calculated: **4 - The Learning Experience, North Mecklenburg Park, Primal Brewery, and Christ Community Church**.
- Base Year: **2025**

8. Design Year: **2050**
9. Number of Build Alternatives: **1**.
10. Consultant Staff [Analyst and Reviewer must be prequalified by NCDOT under Work Code 00253 (Traffic Noise Report for NEPA/SEPA Documents) and must be included in the Workday Estimate].
- Analyst: **Jim Mykytka**
 - Reviewer: **Brian Kirkpatrick**
11. Equipment
- Firm-owned noise meters will be paid for at the fixed rate of \$25/day.
 - Estimates that include noise meter rentals must include rental quotes on rental firm letterhead. Rental quotes can also be provided via email from the rental firm.
 - No charges will be allowed for firm-owned tripods.
12. Environmental Document Type: **CE**
- County: **Mecklenburg County**
13. Criteria Pollutant Attainment Status: **Attainment**

MEETINGS AND TRIPS			
☐	Project Area Reconnaissance: 0 total miles		
	Anticipated # of staff: 0		Anticipated duration: 0 days
☐	Noise Analysis Work Plan Meeting: 0 total miles (if in person)		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting
☐	Ambient Noise Level Data Collection: 240 total miles		
	Anticipated # of staff: 2		Anticipated duration: 1 days
☐	Other Meetings: 0 staff/meeting		
List out additional meetings and details: (e.g., Number of meetings, and for each, include meeting purpose, anticipated staff, duration of meetings, and meeting format.) 1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Project Initiation - Obtain existing project information. - Review data requirements necessary to perform traffic noise analysis (Section 7.5 of the Traffic Noise Manual) to determine if a Project Area Reconnaissance will be needed. - If necessary, complete Project Area Reconnaissance. - Identify noise-sensitive land uses in the project vicinity within the initial noise study area limits appropriate for the roadway functional classification (Table 7.1 of the Traffic Noise Manual). - Classify noise-sensitive land uses per Noise Abatement Criteria (NAC).

- Confirm receptors to be included in modeling.
- Coordinate with applicable local government to identify noise-sensitive land uses with an approved building permit.

2.0 Noise Analysis Work Plan

- Prepare and submit draft Noise Analysis Work Plan via ETRACS. The Noise Analysis Work Plan should follow the latest version of NCDOT's Noise Analysis Work Plan template.
- If necessary, meet with NCDOT Noise staff to discuss the draft Noise Analysis Work Plan and to determine parameters of the analysis.
- Revise Noise Analysis Work Plan to address NCDOT comments.
- Prepare comment/response matrix.
- Resubmit Noise Analysis Work Plan with comment/response matrix via ETRACS.
- Assume a second round of review will be required before Noise Analysis Work Plan is approved. This means there will be a draft Noise Analysis Work Plan, revised Noise Analysis Work Plan with comment/response matrix, and final Noise Analysis Work Plan with comment/response matrix, all submitted via ETRACS.
- Receive approval for Noise Analysis Work Plan.
- Obtain NCDOT Right-of-Entry Letter.
- Coordinate as necessary with property owners to obtain usage data for equivalent receptor locations, window condition/building type information for NAC D receptors, etc.
- Complete QC/QA procedures

3.0 Ambient Noise Measurements

- Gather equipment and prepare materials.
- Collect ambient noise measurements:
 - Short-term existing ambient Leq(h) data [1-minute increments for 20-minute periods] **at 3 representative** areas with at least two, and preferably three simultaneous measurements per area. Count includes number of sites and not number of SLMs per site.
 - Record unusual events and time at which they occurred during measurement period.
 - Long-term existing ambient Leq(h) data [up to 24 hours], collected in 1-minute increments, **0 locations**.
 - Count and classify simultaneous traffic and note observed vehicle speeds during short-term noise measurement sessions.
- Post-processing of data (extracting, despiking, calculating Leq, rolling loudest hour, etc.)

4.0 Baseline TNM Models

- Existing TNM Models
 - Create Existing Condition TNM®2.5 Model for project study area.
 - Use TNM®2.5 to predict existing year loudest hour equivalent traffic noise levels at all noise-sensitive land use receptors for Base Year. Base year TNM models will remove any validation-only TNM elements or information, such as tree zones, building rows representing privacy fences, etc.
 - Assess existing loudest hour noise levels for noise-sensitive land use receptors as the greater of field-monitored equivalent noise levels or hourly-equivalent noise levels predicted by TNM assessment of existing base-year loudest-hour traffic volumes and speeds into the validated existing-condition TNM model(s).

- Validation TNM Models (if applicable)
 - Use field-collected data to create a validated TNM 2.5 model of the traffic noise environment during ambient noise monitoring sessions.
 - Validation will be acceptable when the Leq(h) modeled noise levels are within ± 3.0 dB(A) of the measured Leq(h) for all noise monitoring receptor locations for which traffic was dominant.
 - TNM model validation will be needed at **3 sites** (not number of SLMs per site).
- Complete QC/QA procedures

5.0 Noise Model Validation Memorandum

- Prepare and submit draft of the Noise Model Validation Memorandum and TNM files via ETRACS. The Noise Model Validation Memorandum should follow the latest version of NCDOT's Noise Model Validation Memorandum template.
- Revise Noise Model Validation Memorandum and TNM files to address NCDOT comments.
- Prepare comment/response matrix.
- Resubmit Noise Model Validation Memorandum and TNM files with comment/response matrix via ETRACS.
- Assume a second round of review will be required before Validation is approved. This means there will be a draft Noise Model Validation Memorandum, revised Noise Model Validation Memorandum with comment/response matrix, and final Noise Model Validation Memorandum with comment/response matrix, all submitted via ETRACS.
- Meet with NCDOT to discuss validation if necessary.
- Complete QC/QA procedures.

6.0 No Build Condition TNM Model

- Use TNM®2.5 to predict design year loudest hour equivalent traffic noise levels at all noise-sensitive land use receptors for the No-Build alternative.
- Complete QC/QA procedures.

7.0 Build Condition TNM Models

- Use TNM®2.5 to predict design year loudest hour equivalent traffic noise levels at all noise-sensitive land use receptors for all detailed study alternatives. Design year TNM models will incorporate the build-condition design elements (these elements will be based on the best design information available at the time of the modeling), into the validated existing-condition TNM models.
- Assess TNM-predicted design year loudest-hour noise levels for all noise-sensitive land use receptors.
- Assess Design Year traffic noise impacts per the NCDOT Noise Abatement Criteria and Substantial Increase criteria.
- Prepare Design Year noise contours to assist land use planning efforts by local governments. It is anticipated that noise contours will be needed at **2 locations**. Generally describe locations where noise contours will be needed.
- Equivalent receptor calculations as applicable.
- Complete QC/QA procedures.

8.0 Noise Abatement

- Assess potential noise abatement measures defined by the NCDOT Traffic Noise Policy for all traffic noise impacts, if any, resulting from the project. Use TNM®2.5 to model and assess noise barrier(s) as a potential abatement measure per applicable NCDOT Traffic Noise Policy criteria. For the purposes of this scope of work, noise barriers will be modeled for up to 2 locations across 1 Build Alternative for a total of 2 barriers to be modeled. List locations where noise barrier modeling is anticipated (Harvest Pointe Development and Bellamore at the Park).
- Conduct parallel barrier analysis, if applicable. Assume zero pairs of parallel barriers will need to be evaluated. List locations where parallel barrier analysis is anticipated.
- Include the results of this assessment in the Traffic Noise Report, with a discussion of the applicability of each potential abatement measure, based upon known project design and right of way limitations. Use TNM®2.5 to model and assess all noise barrier(s) that are considered for implementation as a potential abatement measure, per applicable NCDOT Traffic Noise Policy criteria. The noise barrier(s) will preliminarily indicate feasibility and reasonableness of noise abatement for predicted traffic noise impacts.
- Complete QC/QA procedures.

9.0 Traffic Noise Report

- Prepare draft 1 of Traffic Noise Report, including qualitative discussion of construction noise. The Traffic Noise Report should follow NCDOT's latest version of the Traffic Noise Report template.
- Submit draft 1 of Traffic Noise Report via ETRACS (electronic copy) along with TNM files and CADD files.
- Revise Traffic Noise Report and TNM files to address NCDOT comments and resubmit along with comment/response matrix.
- Assume two additional rounds of review will be required before TNR is accepted. This means there will be a draft 1 of TNR, draft 2 of TNR with comment/response matrix, draft 3 of TNR with comment/response matrix, and final TNR with comment/response matrix, all submitted via ETRACS.
- Finalize and submit accepted Traffic Noise Report (signed by NCDOT-approved analyst and reviewer) along with comment/response matrix and final deliverables:
 - Electronic copy of all final deliverables placed on the project's SharePoint Connect site (pdf of final, complete report with appendices; MS Word version of the body of the report; TNM files and CADD files). Note that the final Traffic Noise Report must be uploaded via ATLAS Workbench – do not upload an additional copy of the TNR to SharePoint. Only the accepted Traffic Noise Report is marked as a KeyHE document in SharePoint.
- Prepare and submit "Streamlined Traffic Noise Text" if needed for inclusion in the environmental document.
- Complete QC/QA procedures.

10.0 Air Quality

10.1 Project-Level Air Quality Analysis

- Prepare draft Air Quality Report, including a qualitative MSAT analysis. The Air Quality Report should follow NCDOT's latest version of the Air Quality Report template.
- Submit draft Air Quality Report via ETRACS (electronic copy).
- Revise Air Quality Report to address NCDOT comments and resubmit along with comment/response matrix.

- Finalize and submit accepted Air Quality Report (signed by NCDOT-approved air quality analyst) (electronic copy) via ATLAS Workbench and mark as a Key HE document. Do not upload an additional copy of the AQR to SharePoint. Only the accepted AQR is marked as a KeyHE document in SharePoint.
- Prepare and submit “Streamlined Air Quality Text” (electronic copy) for inclusion in the environmental document.
- Complete QC/QA procedures.

11.0 Task Management

List specific items of work to delineate hours under Task Management. (For example, coordination with NCDOT and other technical disciplines/units, internal coordination, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.)

12.0 Complete Quality Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the *NCDOT Quality Management Program: Quality Control and Quality Assurance*.

13.0 Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1.
- 2.

1EP1 | Initiate NEPA/SEPA Coordination | [RS&H]

Objective:

Begin NEPA/SEPA efforts early and clearly document any decisions being made that could affect the NEPA/SEPA process. Development and/or review of Merger Pre-Screening, Merger Screening (if needed), Merger Concurrence Point 1 (CP 1) (if needed), Project Scoping Report support, and Project Initiation processes in accordance with NCDOT project initiation guidance.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. RS&H will complete the Merger pre-screening form. Full Merger process is not anticipated.
2. Project Start of Study Letters are required.
3. Pre Internal and Pre External scoping meetings will be held (virtual)
4. Internal and External scoping meetings will be held (in person)

MEETINGS AND TRIPS			
☒	Meeting Name and Group: 2 meetings Pre-Internal Scoping Mtg, Pre-External Scoping Mtg		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 4	Anticipated duration: 2 hrs./meeting
	Meetings with NCDOT ECAP: Insert # meetings		

☐	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings) - Internal Scoping Meeting – 1 in person meeting, 5 staff, 6 hours (includes travel) - External Scoping Meeting – 1 in person meeting, 5 staff, 6 hours (includes travel)			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Merger Meeting (If enough data to support a valid Merger Screening effort) ☒ 1.1 Merger Pre-Screening ▪ Prepare and submit draft Merger Pre-Screening Form to NCDOT EPU for concurrence. ▪ Ensure Merger Pre-Screening Form is completed in the ATLAS Workbench. ☐ 1.2 Merger Screening Meeting ▪ Coordinate with NCDOT EPU to schedule Merger Screening Meeting. ▪ Prepare for and attend Merger Screening Meeting. –OR– ☐ 1.3 Merger Screening / CP 1 Combined Meeting ▪ Coordinate with NCDOT EPU to schedule Merger Screening/CP 1 combined meeting. ▪ Prepare draft CP 1 merger packet for NCDOT EPU review. ▪ Prepare for and attend Pre Meeting. ▪ Prepare for and attend Merger Screening/pre-CP 1 combined meeting. ▪ Complete meeting summary for review by NCDOT EPU. ▪ Ensure finalized meeting summary and concurrence form uploaded to ATLAS Workbench. ☐ 1.4 Merger Plan ▪ Prepare and submit draft Merger Plan to NCDOT EPU. ▪ Ensure Merger Plan uploaded to ATLAS Workbench.
2.0 Initiate Environmental Documentation ☐ 2.1 Project Scoping Report Coordination (see 1FS3 for more information) ▪ Prepare technical content and recommendations to be included in Project Scoping Report. ☒ 2.2 Project Start of Study Coordination ▪ Prepare technical content to be included in Project Data Sheets. ▪ Collect and review existing environmental data, local plans and documents, and readily available GIS data. ▪ Create the following maps: Project Study Area, Project Vicinity, Environmental Features, and Topographic.

▪ Prepare and distribute Start of Study Letters (via email) to internal and external scoping recipients informing of the project start. Three letters are anticipated: (1) memo to elected officials which includes maps only, (2) memo to local city/county/MPO staff as well as environmental agencies which includes maps and data sheets, (3) general memo to NCDOT staff which includes maps and data sheets. ▪ Provide Start of Study Packet to the State Clearinghouse via email. ▪ Review and prepare summary of Start of Study comments. ▪
3.0 Task Management Coordination with the Town of Huntersville, NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT, project documentation and uploads.
4.0 Complete Quality Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the <i>NCDOT Quality Management Program: Quality Control and Quality Assurance</i> .
Insert other tasks as needed: to be included as part of manday estimate for this scope. 1. Internal Scoping Meeting ▪ Prepare meeting materials (presentation, sign-in sheets, study area map) ▪ Prepare meeting summary 2. External Scoping Meeting ▪ Prepare meeting materials (presentation, sign-in sheets, study area map) ▪ Prepare meeting summary

2EP1 | Advance NEPA/SEPA Documentation | [RS&H]

Objective:

Prepare, assist, coordinate and/or review all relevant environmental disciplines as projects navigate the NEPA/SEPA documentation and the 404 NEPA Merger processes (as applicable for the project), including the quality control and quality assurance reviews of all relevant environmental documentation.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

Section 404/NEPA Merger Process

1. This project is not anticipated to enter the Merger process.
2.
3.

Environmental Documentation

1. The anticipated environmental document type is CE.
2. North Mecklenburg Community Park adjacent to project area. Possible 4(f) resource.
3.

4.

MEETINGS AND TRIPS			
☐	Merger Meetings: Insert # (Planning staff only: Pick one for combined meetings; includes Pre-meeting if noted in Task 2.2)		
	☐ Merger Screening ☐ CP 1 ☐ CP 2 ☐ CP 2A ☐ CP 3 ☐ CP 4A ☐ CP 4B ☐ CP 4C ☐ Merger Field Meeting		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
☐	Meetings with NCDOT PMU or Division or EPU: (Total staff for all disciplines)		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
☒	Other Meetings: 4(f) with FHWA (2 meetings)		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 3	Anticipated duration: 2 hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings) 1.			
Environmental Documentation			
☒	Meetings with NCDOT PMU/Division/EPU: 1 meeting (For meetings associated with environmental document only)		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 3	Anticipated duration: 1 hrs./meeting
☒	FHWA Coordination Meetings: 2		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 3	Anticipated duration: 2 hrs./meeting
☐	Field Inspection Meeting: Insert #		
	Anticipated # of staff: Insert #		Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings) 5. 4(f) De Minimis Coordination Meeting with FHWA listed above (Prep and Attendance) 2 Virtual Mtgs (3 Staff/2 hr)			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Merger Preparation Materials

~~(Tasks will be completed for each Merger Meeting noted in Assumptions, unless otherwise noted.)~~

☐ **1.1 Setup Merger Concurrence Point Meeting**

- ~~Send email request to EPU@ncdot.gov to place Merger CP on Merger Calendar.~~

☐ **1.2 Prepare Merger Concurrence Point (CP) Materials**

- ~~Prepare and submit draft Merger Meeting Packet to EPU for review.~~
- ~~Revise and finalize Merger Meeting Packet.~~
- ~~Upload the Merger Meeting Packet through the ATLAS Workbench.~~

☐ **1.3 Merger Pre-Meeting: Insert CP's with Pre-Meeting** ~~(Required for CP1 and CP3.)~~

- ~~Coordinate with NCDOT EPU on schedule and invitees.~~
- ~~Prepare for and attend Pre-Meeting.~~
- ~~Prepare, submit, and distribute draft and final meeting summary.~~

☐ **1.4 Merger Field Meeting**

- ~~Coordinate with NCDOT EPU on schedule and invitees.~~
- ~~Coordinate field meeting logistics.~~
- ~~Prepare for and attend field meeting.~~
- ~~Prepare, submit, and distribute draft and final meeting summary.~~

2.0 Merger CP Outcomes

~~(Tasks will be completed for each Merger Meeting noted in Assumptions, unless otherwise noted.)~~

☐ **2.1 Distribute Merger CP Meeting Materials and Attend Meeting**

- ~~Coordinate with EPU on merger packet and logistical information circulation to Merger Team.~~
- ~~Upload all Merger CP Meeting materials to ATLAS Workbench.~~

☐ **2.2 Attend Merger CP Meeting**

- ~~Prepare for and attend Merger Meeting.~~
- ~~Prepare, submit, and distribute draft and final meeting summary. Upload final meeting summary to ATLAS Workbench.~~

3.0 Environmental Documentation

☒ **3.1 Section 4(f) Coordination and Documentation**

- Prepare for and attend coordination meeting with FHWA.
- Prepare and circulate draft and final meeting summary.
- Prepare and submit draft de minimis documentation.
- Revise and resubmit de minimis documentation.
- Coordinate with property owner/agency to obtain de minimis agreement.
- Upload all final Section 4(f) documentation to ATLAS Workbench.
- Anticipated number of revisions: **1**

☐ **3.2 Supporting Documentation (if applicable)**

~~☐ Purpose and Need document~~

~~☐ Alternatives Analysis document~~

~~☐ Insert technical study~~

~~☐ Insert technical study~~

~~☐ Insert technical study~~

- Prepare draft **[Insert technical study]**, including mapping and appendices.

- Submit draft **[Insert technical study]** for NCDOT PMU/Division review.

• Revise and submit draft [Insert technical study] to disciplines/units for review. • Revise and submit [Insert technical study] for FHWA review (if applicable). • Anticipated number of revisions: Insert # ☒ 3.3 Draft Environmental Document ▪ Prepare draft environmental document, including mapping and appendices. ▪ Submit draft environmental document for NCDOT PMU/Division review prior to submitting to EPU for review. ▪ Revise and submit draft environmental document to disciplines/units for review prior to submitting to EPU for review. ▪ Revise and submit draft environmental document for FHWA review (if applicable). ▪ Anticipated number of revisions: 2 ☒ 3.4 Final Environmental Document ▪ Prepare and submit final environmental document for signatures. ▪ Distribute signed environmental document per EPU guidance. ▪ Upload final document and supporting memos, determinations, correspondence, and technical studies to ATLAS Workbench.
4.0 Task Management Coordination with Division and EPU to review document outline and approach. Coordination with the Town of Huntersville, NCDOT and other technical disciplines.
5.0 Complete Quality Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the <i>NCDOT Quality Management Program: Quality Control and Quality Assurance</i>.
Insert other tasks as needed: to be included as part of manday estimate for this scope. 1. 2.

1IM1 | Initiate Complete Streets Review | [RS&H]

Objective:

Assess the Complete Streets Project Sheet for multimodal facilities and initiate project review with the Complete Streets Project Evaluation Methodology to identify requested exemptions, planned and existing facilities, estimated multimodal activity, locally requested facilities, and the initial preferred and alternative bicycle, pedestrian, or transit facility selection.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1.
- 2.

MEETINGS AND TRIPS			
☐	Meetings with NCDOT IMD: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Conduct Project Review Submit Complete Streets Project Sheet to IMD staff through the Smartsheet Portal. IMD staff to complete an initial project review for implementation of pedestrian, bicycle, and public transportation elements and provide project team and document in the Complete Streets Review Assessment (CSRA).
2.0 Task Management Coordination with the Town of Huntersville, NCDOT, IMD and other technical disciplines.
3.0 Complete Quality Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the <i>NCDOT Quality Management Program: Quality Control and Quality Assurance</i> .
Insert other tasks as needed: to be included as part of manday estimate for this scope.
1.
2.

1IM2 | Review Complete Street Elements | [RS&H]

Objective:

Assess Express Design Evaluation Package to determine if recommendations from Complete Streets Review Assessment are satisfied by express design and cost estimates.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1.
- 2.

3.

MEETINGS AND TRIPS			
☐	Meeting Name and Group: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
☐	Meeting Name and Group: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Conduct Project Review ▪ Review the project through the final two steps of the Complete Streets Project Evaluation Methodology: ○ Impact Assessment ○ Final Analysis
2.0 Task Management (Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.
3.0 Complete Quality Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the <i>NCDOT Quality Management Program: Quality Control and Quality Assurance</i>.
Insert other tasks as needed: to be included as part of manday estimate for this scope.
1.
2.

1LS1 | Provide Photogrammetric Control & Initiate Surveys | [ESP]

Objective:

Provide photogrammetric control in support of the Photogrammetry Unit, preliminary utility mapping in support of long-range transportation planning, and initiate base mapping surveys once project mapping limits have been completed and reviewed.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Tasks and related deliverables may be completed during stage 1 or may extend into stage 2.
2. Grid Photogrammetric Control & SUE Quality Level D mapping may be useful for long-range planning and early design development.
3. Primary Control may be established in Stage 2 in conjunction with Secondary Baseline Control.

MEETINGS AND TRIPS			
☐	Meeting Name and Group: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
☐	Meeting Name and Group: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Complete Photogrammetric Control for Preliminary/Planning Mapping (NC Grid Datum) Contact all property owners by approved letter where aerial targets are placed and those that may need to be accessed to perform panel surveys. Complete panel control target surveys according to panel plan provided and Location & Surveys GPS Guidelines. Process and develop panel control in accordance with <i>Location & Surveys GPS Guidelines</i> . Complete the Location & Surveys Project Review Checklist (PRC) and the applicable QA/QC review. Provide panel control to the Photogrammetry Unit.
2.0 Complete SUE Quality Level D Research and/or obtain existing utility records by contacting and coordinating with project utility owners. Develop a SUE Quality Level D CADD file (NC Grid Datum) that maps existing utility records. Complete the Location & Surveys Project Review Checklist (PRC) and the applicable QA/QC review. Provide the SUE Quality Level D CADD file to Feasibility Studies Unit.

3.0 Perform Independent Review of Mapping Limits Polygon

Review and evaluate mapping limits to confirm they are adequate for the proposed design and analysis.
Revise and provide a mapping limits polygon.
Complete the Location & Surveys Project Review Checklist (PRC) and the applicable QA/QC review.

4.0 Complete Photogrammetric Control for Preliminary/Planning Mapping (Local Datum)

Develop a local project control network by using the current National Spatial Reference System (NSRS) projected onto the North Carolina State Plane Coordinate System.
Contact all property owners by approved letter where aerial targets are placed and those that may need to be accessed to perform panel surveys.
Complete panel control target surveys according to panel plan provided and Location & Surveys GPS Guidelines.
Process and develop panel control in accordance with the Location & Surveys GPS Guidelines.
Complete the Location & Surveys Project Review Checklist (PRC) and the applicable QA/QC review.
Provide panel control to the Photogrammetry Unit.

5.0 Complete Primary Survey Control

Establish a local project control network by creating horizontal and vertical survey control monuments.
Develop Primary Survey Control Sheet(s) using the latest approved NCDOT MicroStation version and NCDOT CADD Mapping Standards.
Complete the Location & Surveys Project Review Checklist (PRC) and the applicable QA/QC review.

6.0 Task Management

(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.

7.0 Complete Quality Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the *NCDOT Quality Management Program: Quality Control and Quality Assurance*.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1.
- 2.

2LS1 | Complete Final Surveys | [ESP]

Objective:

Provide complete surveys and mapping, including wetlands, jurisdictional streams, for the project's survey mapping limits in support of the design, right-of-way acquisition, and construction phases.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Septic surveys on individual parcels are typically requested on as needed basis and may not have been delineated before completion of surveys

2. Wetlands may not have been delineated before initial surveys are complete.
- 3.

MEETINGS AND TRIPS			
☐	Meeting Name and Group: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
☐	Meeting Name and Group: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Complete Field Surveys and Project Mapping Confirm that all property owners impacted by the mapping limits and those properties accessed to perform required surveys were contacted. Establish the project's primary control (Azimuth Pairs), secondary control (Baseline), and benchmarks (Vertical). Obtain planimetric mapping and ground elevation data included in the project's survey mapping limits. Complete planimetric classification. Perform pavement and ground DTMs and/or coordinate with the Terrestrial LiDAR Scan Group (TLSG). Develop ELN alignments. Perform hydrographic surveys and/or coordinate with the Hydrographic Sonar Group (HSG). Perform Sanitary Sewer and Storm Utility surveys. Perform subsurface utility surveys. See SUE Estimate Perform Septic System surveys. No Septic Tank Surveys Develop property mapping. Complete the Location & Surveys Project Review Checklist (PRC) and the applicable QA/QC review. Notify the project team, including the Project Manager, that all MicroStation base mapping files and deliverables have been completed.
2.0 Complete Wetland/Jurisdictional Stream Field Surveys and Mapping Complete the wetland/jurisdictional stream surveys and mapping. Complete the Location & Surveys Project Review Checklist (PRC) and the applicable QA/QC review. Notify the project team, including the Project Manager, that all wetland/jurisdictional stream mapping files and deliverables have been completed. Will locate as needed.
3.0 Complete Secondary Survey Control Sheets (C-Series) Develop Primary and/or Secondary Survey Control Sheets (C-Series). Complete the Location & Surveys Project Review Checklist (PRC) and the applicable QA/QC review.
4.0 Complete Parcel Polygon Mapping Compile and prepare a GIS Centroid Property Data Layer.

Compile and prepare a Parcel Polygon Mapping CADD file. Complete the Location & Surveys Project Review Checklist (PRC) and the applicable QA/QC review.
5.0 Complete Survey Limits Polygon Map the final Survey Limits Polygon (ECTM Boundary or TIN Hull) mapping limits. Complete the Location & Surveys Project Review Checklist (PRC) and the applicable QA/QC review.
6.0 Task Management (Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.
7.0 Complete Quality Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the <i>NCDOT Quality Management Program: Quality Control and Quality Assurance</i>.
Insert other tasks as needed: to be included as part of manday estimate for this scope.

1PI1 | Initiate Public Engagement Tasks | [RS&H]

Objective

Required as part of the environmental process, ensure stakeholder input is received and the public is informed on the project, providing transparency in the public engagement process.

Assumptions

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- Develop Draft PIP
-
-

MEETINGS AND TRIPS			
☐	Project Initiation Meeting: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
☐	Meeting Name and Group: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			

1.

Tasks/Deliverables

TASK/DELIVERABLE LIST
1.0 Outreach Before/During State Transportation Improvement Program (STIP) Development
2.0 Conduct STIP Outreach
3.0 Participate in the Project Initiation Meeting
4.0 Develop the Draft Public Involvement Plan (PIP)
5.0 Determine Visualization Needs
6.0 Task Management Coordination with the Town of Huntersville, NCDOT and other technical disciplines.
7.0 Complete Quality Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the <i>NCDOT Quality Management Program: Quality Control and Quality Assurance</i> .
Insert other tasks as needed: to be included as part of manday estimate for this scope. 1. 2.

2PI1 | Public Engagement | [RS&H]

Objective:

During this phase, assist with project-specific public engagement activities to ensure a transparent process is followed as required under the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA).

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. One in-person public meeting will be held to present the design alternative(s).
2. The local officials meeting (LOM) will be held prior to the public meeting (same date and location).
3. A presentation will be given at the LOM only.
4. Public meeting attendance for Roadway staff is included under 2RD1.
5. Public meeting map preparation and submittal is included under RD.
6. Three additional in-person stakeholder meetings are included and will be held as needed.
7. NCDOT PICSviz will prepare the mailing list for public meeting announcements. The mailing list will be sent to the Town of Huntersville for review and approval prior to the mailing of the meeting announcement.
8. NCDOT PICSviz will prepare the LOM letter and mailing list. The LOM letter and mailing list will be sent to the Town of Huntersville for review and approval prior to mailing/emailing.

MEETINGS AND TRIPS			
☒	Public Meeting/Hearing(s): 1 meeting		
	Anticipated format: In-person meeting	Anticipated # of staff: 4	Anticipated duration: 8 hrs./meeting (includes travel, set up and meetings)
☒	Local Officials' Informational Meeting(s): 1 meeting ☒ Same day as public meeting(s)		
	Anticipated format: In-person meeting	Anticipated # of staff: 4	Anticipated duration: 1 hrs./meeting
☒	Public Meeting/Hearing Map Review Meeting: 3 staff/meeting (PI staff only)		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 3	Anticipated duration: 2 hrs./meeting
☒	Post-Public Meeting/Hearing Meeting: 3 staff/meeting (PI staff only)		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 3	Anticipated duration: 2 hrs./meeting
☒	Other Meetings: 3 additional stakeholder meetings		
	Anticipated format: In-person meeting	Anticipated # of staff: 3	Anticipated duration: 2 hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings) Pre-public meeting coordination with the Town of Huntersville and PICSviz to discuss logistics and to confirm meeting materials and supplies (such as directional signage, map displays, electronics, name tags for attendees, etc).			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Finalize Public Involvement Plan (PIP) ☒ Submit ETRACS for PI Team to review draft or develop PIP. ☒ Prepare and submit draft and final PIP (if PIP is to be prepared by PEF).
2.0 Project Scoping Letter/Email - Prepare and submit draft project scoping letter /email via ETRACS - Finalize and distribute project scoping letter/email
3.0 Project Mailing List ☒ Submit ETRACS request and study area Shapefile for project mailing list. ☒ NCDOT PICSviz to create project mailing list.
4.0 Project Webpage ☐ NCDOT Project Webpage ☒ PublicInput.com

- Submit request for project website or PublicInput.com site.
- Provide updates at project milestones.

5.0 Newsletter

- ~~Prepare and submit draft Newsletter.~~
- ~~Revise and resubmit Newsletter for approval.~~
- ~~Reproduce and distribute approved Newsletter (Insert # copies).~~

6.0 Public Meeting Notification

- ☒ Project Mailing List | ☐ EDDM
- Project mailing list will be prepared by PICSviz and sent to the Town of Huntersville for approval.
- Prepare and submit draft postcard notification
- Revise and resubmit Newsletter for approval
- Reproduce and distribute approved newsletter (Insert **1,000** copies).

7.0 Public Meeting(s)/Hearing(s)

- ☒ In-person Open House (2 hr meeting) | ☐ Virtual Meeting (X hr meeting)
- Submit meeting request via ETRACS (6 weeks prior to meeting date).
- Coordinate with the Town of Huntersville, PICSviz and Division on venue and dates.
- Prepare and submit draft public meeting handout.
- Revise and resubmit public meeting handout for approval.
- Reproduce public meeting handout (**200** sets).
- Prepare and submit draft public meeting displays.
- Revise and resubmit public meeting displays.
- Provide digital copies of handout, displays, and public meeting maps to NCDOT PI for web posting.

8.0 Local Officials Meeting

- Coordinate with NCDOT PI on schedule and invitees.
- Prepare and submit draft PowerPoint presentation.
- Revise and resubmit PowerPoint presentation.
- Prepare and submit draft and final meeting summary.

9.0 Public Comments

- Collect public comments from all sources (project email, phone line, website, public meeting comment forms, etc.).
- Compile comments in a database and prepare draft responses as needed (exported from PublicInput.com site).
- Submit draft database and responses.
- Revise and resubmit database and responses.

10.0 Project Visualizations

- ☒ Renderings (digital static image)
 - ☐ Level I (Photograph digitally enhanced using photo editing software.)
 - ☒ Level II (Camera view from 3D model with environment created in 3D.)
 - ☐ Level III (Perspective matching a 3D model to a photo background, only the roadway and new design elements are created in 3D.)
- ☐ Animations (video with motion)
 - ☐ Level I (Using static rendering as a background, show vehicles, people or other elements moving and saved as a WMV or MP4 video file. The video will be from a stationary point of view.)

☐ Level II (Start with the ground plane as an aerial photograph and overlay a model of the roadway geometry. The profiles and ground plane will be flat (no vertical profiles or ground elevations). Simple basic elements can be added, such as trees, water features and street names. General traffic will be added. The traffic will be only for illustrative purposes, not a microsimulation from Vissim/Transmodeler. (The video could have a moving camera.) ☐ Level III (Start with Level II adding 3D detail to the existing environment, 3D buildings, fencing, large business signs or billboards, utility poles and other structures. General traffic will be added.) ☐ Level IV (Start with Level II or Level III. The ground surface is created from a DTM showing the ground slope. The roadway geometry will be created using profiles. This will show cut/fill slopes, retaining walls and bridges.) ☐ Level V (Video match moving. Using a car mounted camera, drone or helicopter footage as a background and perspective matching a 3D model to align with the moving video.) ☐ Level VI (Start with any of the animations described above but incorporate a Vissim/Transmodeler output to show very realistic traffic movements, congestion cues and signal cycles. This might be used to show a DDI, a complex intersection or the extents of queuing.) ☐ Level VII (Show the phases of construction. A sequence of animations or static renderings that describe the MOT and schedule of construction.) ☐ Video Productions (adding postproduction) ☐ Level I (Export an animation sequence to WMV or MP4 with some basic elements added, such as project title, project map and general text overlays.) ☐ Level II (A storyboard or script will be needed that outlines a more complex visual arrangement. Multiple animation sequences, live video and special video graphics are generated to produce a message. Narration may be used.) ☐ Virtual 3D Models
11.0 Project Management and Coordination Coordination with the Town of Huntersville, coordination with NCDOT, progress reporting, documentation and uploads, QA/QC.
12.0 Task Management Coordination with the Town of Huntersville, NCDOT, Public Involvement Community Studies and Visualization, and other technical disciplines.
13.0 Complete Quality Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the <i>NCDOT Quality Management Program: Quality Control and Quality Assurance</i>.
Insert other tasks as needed: to be included as part of manday estimate for this scope. 1 2

1RD1 | Initiate Roadway Coordination | [RS&H]

Objective:

Ensure that the Express Design is both consistent with the vision established for the corridor by internal and external stakeholders and represents sound roadway design principles and practices.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1. Express designs to be provided by the Town of Huntersville.
- 2. No prior coordination/approval from NCDOT for express designs.
- 3. Coordination with CATS anticipated for rail line.

MEETINGS AND TRIPS			
☒	Project Kick off Meeting with the Town of Huntersville and NCDOT: 1 meetings		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: hrs./meeting 1
☒	Coordination Meeting with CATS: 1 meetings		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: hrs./meeting 1
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Provide Roadway Input on Express Design - Review the roadway design elements of the Express Design. Generate comments on the Express Design. - Provide roadway design technical expertise during this activity.
2.0 Perform Independent Review of Mapping Limits Polygon Evaluate limits to check that they are sufficient for design. Provide comments to the Feasibility Studies Engineer in written format with all accompanying - Documentation.
3.0 Task Management (Coordination with the Town of Huntersville and other technical disciplines/units, internal coordination, safety compliance, meetings with the Town of Huntersville as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.
4.0 Complete Quality Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the *NCDOT Quality Management Program: Quality Control and Quality Assurance*.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1. Coordination with adjacent projects.
- 2.

2RD1 | Alternative Development | [RS&H]

Objective:

Develop conceptual level alternatives for the final design phase (if necessary) in accordance with the guidance and references listed on the PDN as of the date of this scope.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1. Alternative to be developed based on surveys provided by ESP.
- 2. Express design typical to be revised based on current Town preference. RS&H to confirm lane width of 11' vs. 12'
- 3. MUP to be placed on the outside in lieu of bike lanes in the road.

MEETINGS AND TRIPS	
☐	Meetings with NCDOT Roadway: Status Calls: Insert # meetings Insert # staff/meeting Other Meetings: Insert # meetings Insert # staff/meeting List other required meetings
☒	Design Public Meeting/Hearing Map Review Meeting: 2 staff, 1 hour, virtual
☒	Public Meeting/Hearing: 3 staff, 1 day, in person
☒	Post-Public Meeting/Hearing Resolution Meeting: 2 staff, 1 hour, virtual
☒	Design Alternative Recommendations Plans Review Meeting: 2 staff
☒	Field Visit: 2 staff
☐	Field Inspection Meeting: Insert # staff
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings) 1.	

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Preliminary Design Criteria and Associated Typical Sections ▪ Prepare and submit draft design assumptions and typical sections. ▪ Revise and resubmit design assumptions and typical sections in response to comments. ▪ Submit final design assumptions and typical sections.
2.0 Complete Alternative Design(s) ☒ 2.1 Horizontal and Vertical Alignment ▪ Develop horizontal and vertical alignments based on approved design criteria and final surveys. ▪ Layout roadway and structural design elements. ▪ Layout superelevation transitions. ▪ Calculate and document vertical clearance. ▪ Complete Service Road Study (if not completed in 1RD1). ▪ Develop gore calculations. ▪ Perform sight distance calculations. ▪ Coordinate with technical disciplines/units. ☒ 2.2 3D Model Development ▪ Generate 3D model of proposed design. ▪ Layout cross sections and limits of construction (slope stakes). ☒ 2.3 Right of Way and Easement Layout ▪ Layout initially proposed right of way and easements (line work only). ☒ 2.4 Public Involvement Engagement ▪ Develop Public Meeting maps. ▪ Coordinate QC review and review meeting. ▪ Hold Design Public Meeting and Post-Public Meeting Resolution Meeting ☒ 2.5 Design Public Meeting/Hearing Maps ▪ Attend design public meeting/hearing map review meeting. ▪ Prepare and distribute summary of design public meeting/hearing map review meeting. ▪ Revise and resubmit design public meeting/hearing maps based on comments. ▪ Provide final design public meeting/hearing maps for posting. ▪ Attend post-public meeting/hearing resolution meeting. ☒ 2.6 Alternative Design Plan Set(s) Preparation ▪ Layout alternative designs on roll plots ▪ Layout identified roadway design elements (see 2TM1). ▪ Coordinate to ensure lane continuity is met (2SD1). ▪ Layout structural design elements (if needed). ▪ QC review of draft alternative design plan set(s). ☒ 2.7 Alternative Design Plan Set(s) Review and Finalization ▪ Submit draft Alternative Design Plan Set(s). ▪ Attend Alternative Design Plan Set(s) Review Meeting. ▪ Prepare and distribute summary of Alternative Design Plan Set(s) Review Meeting. ▪ Revise and resubmit Alternative Design Plan Set(s) and responses to comments. ☐ 2.8 Alternative Selection Meeting

▪ Distribute revised plans to technical disciplines. ▪ Attend Alternative Selection Meeting. ▪ Select a design for development.
3.0 Task Management (Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.
4.0 Complete Quality Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the <i>NCDOT Quality Management Program: Quality Control and Quality Assurance</i> .
Insert other tasks as needed: to be included as part of manday estimate for this scope. 1. 2.

2RD2 | Complete the Design Recommendation Plan Set | [RS&H]

Objective:

Complete project’s Design Recommendation Plan Set and associated roadway tasks to establish the essential roadway design elements in accordance with the guidance and references listed on the PDN as of the date of this scope.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Design criteria, typical sections, and design to be updated and refined per feedback received at public meeting.
2. No design of railroad crossings or submittals to the Rail owner are included in this scope.
3. No retaining walls are shown in the concept plans. Consultant will review areas where retaining walls may be useful in minimizing impacts. If walls are recommended, the design will be included in a future scope.
4. Construction Estimate included.

MEETINGS AND TRIPS	
☐	Meetings with NCDOT Roadway: Status Calls: Insert # meetings Insert # staff/meeting Other Meetings: Insert # meetings Insert # staff/meeting List other required meetings
☐	Design Public Meeting/Hearing Map Review Meeting: Insert # staff

☐	Public Meeting/Hearing: Insert # staff
☐	Post-Public Meeting/Hearing Resolution Meeting: Insert # staff
☐	Value Engineering Study Meeting: Insert # staff
☒	Design Recommendations Plans Review Meeting: 2 staff
☐	Field Visit: Insert # staff
☐	Merger Meetings: Insert # staff/meeting (Roadway staff only) ☐ CP 2 ☐ CP 2A ☐ CP 3 ☐ CP 4A
☐	Field Inspection Meeting: staff

List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)

1.

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Design Criteria and Associated Typical Sections	
- Prepare and submit draft design assumptions and typical sections. - Revise and resubmit design assumptions and typical sections in response to comments. - Submit final design assumptions and typical sections.	
2.0 Complete Design Recommendation Plan Set	
☒	2.1 Horizontal and Vertical Alignment - Develop horizontal and vertical alignments based on approved design criteria and final surveys. - Layout roadway and structural design elements. - Layout superelevation transitions. Calculate and document vertical clearance. Complete Service Road Study (if not completed in 1RD1). Develop gore calculations. - Perform sight distance calculations. - Coordinate with technical disciplines/units.
☒	2.2 3D Model Development - Generate 3D model of proposed design. - Layout cross sections and limits of construction (slope stakes).
☒	2.3 Right of Way and Easement Layout Layout initially proposed right of way and easements (see 2LS1 and 2RW2) (line work only).
☒	2.4 Maintenance of Traffic Narrative - Prepare and submit maintenance of traffic narrative. - Coordinate with Work Zone Traffic Engineer to discuss potential traffic management challenges and solutions.

☒ 2.5 Potential Retaining Wall Location Evaluation - Evaluate roadway design for potential locations where retaining walls are cost-effective in reducing impacts. - Coordinate with other disciplines/units. Incorporate retaining walls into typical sections, plan sheets, and cross section sheets. Develop retaining wall envelopes for each retaining wall location. ☐ 2.6 Design Public Meeting/Hearing Maps - Attend design public meeting/hearing map review meeting. - Prepare and distribute summary of design public meeting/hearing map review meeting. - Revise and resubmit design public meeting/hearing maps based on comments. - Provide final design public meeting/hearing maps for posting. - Attend post-public meeting/hearing resolution meeting. ☒ 2.7 Design Recommendation Plan Set Preparation - Layout title sheet, plan and profile sheets, and cross section sheets. - Incorporate final pavement design into typical sections (see 2PD1). - Develop earthwork summary. - QC review of draft design recommendation plan set. ☒ 2.8 Design Recommendation Plan Set Review and Finalization - Submit draft Design Recommendation Plan Set. - Attend Design Recommendation Plan Set Review Meeting. - Prepare and distribute summary of Design Recommendation Plan Set Review Meeting. - Revise and resubmit Design Recommendation Plan Set and responses to comments.
3.0 Formalize Design Exceptions - Complete and submit design exception package, including design exception checklist and all applicable exhibits for the review of all design elements not meeting AASHTO standards. - Revise and resubmit design exception package and responses to comments.
4.0 Value Engineering Study Coordination (in support of 2VM1) Prepare a presentation to provide background information and design details to VMO, including overview of project limits, environmental and engineering constraints, design approach, and design criteria. Attend Value Engineering Study Meeting, if needed. Review and reply to any VMO recommendations.
7.0 Task Management (Coordination with Town of Huntersville and other technical disciplines/units, internal coordination, safety compliance, meetings with Town of Huntersville as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.
8.0 Complete Quality Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the <i>NCDOT Quality Management Program: Quality Control and Quality Assurance</i>.
Insert other tasks as needed: to be included as part of manday estimate for this scope.

2TM1 | Complete Traffic Analysis | [RS&H]

Objective:

Complete a traffic operations analysis that evaluates the study area, both with and without the proposed project, to identify projected traffic data and inform project design criteria in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. See included Synchro scope (will attach within PDF for final version).
2. Traffic counts included as expenses in the fee sheet.
- 3.

MEETINGS AND TRIPS			
☐	Meeting Name and Group: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
☐	Meeting Name and Group: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Coordinate Project Complexity with NCDOT Congestion Management Coordinate with NCDOT Traffic Management Unit (Congestion Management Section) to confirm level of project complexity (Level 0 projects do not require analysis).	
2.0 Prepare Scope using Congestion Management Template (Attach to overall scope for multi-discipline task orders)	
☒ 2.1 Level 1 Scope Development	Prepare HCS/Synchro/Sidra scope template in accordance with the Congestion Management Scope Templates, which are included in the Traffic Engineering Suite under the Scope and Estimate Resources section at: https://connect.ncdot.gov/resources/safety/Pages/Congestion-Management.aspx
☐ 2.2 Level 2 or 3 Scope Development	

- Prepare TransModeler scope template in accordance with the Congestion Management Scope Templates, which are included in the Traffic Engineering Suite under the Scope and Estimate Resources section at: <https://connect.ncdot.gov/resources/safety/Pages/Congestion-Management.aspx>

3.0 Task Management

(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.

4.0 Complete Quality Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the *NCDOT Quality Management Program: Quality Control and Quality Assurance*.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1.
- 2.

2UT1/2UT2 | Investigate Existing Utilities | [RS&H]

Objective:

Inventory utility facilities in the project area. Identify utilities that are costly to relocate, have long design or construction times, or otherwise create risks for project construction or schedule if they are relocated. Work will conform to the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

MEETINGS AND TRIPS			
☒	Initial Utility Owner Meetings: 2		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: hrs./meeting 4
☒	Site Inspection:		
	Anticipated # of staff: 2		Anticipated duration: 8 hrs./meeting
☐	Utility Coordination Kickoff Meeting:		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
☐	Field Inspection:		
	Anticipated # of staff: Insert #		Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			

1.

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Initiate Utility Owner Contacts - Attend utility owner coordination meetings. - Perform site visits, as necessary.
2.0 Conduct Preliminary Utility Investigations - Provide inventory of utilities, preliminary cost estimates, and analyze risks to project as noted in 1UT2. - Identify avoidance and relocation facilities, relocation durations, and identify where utility relocation construction may occur outside of study area.
3.0 Submit Utility Risk Analysis and Inventory - Prepare and submit draft Utility Risk Analysis and Inventory Report to Utilities Lead for review. - Update report per Utilities Lead. - Provide updated report to Project Manager for use of the project team to evaluate design alternatives/alignments.
4.0 Determine Utility Relocations - Revise and condense the Utility Risk Analysis and Inventory Report into a Utility Project Outline for the selected alternative/alignment. - Update outline per Utilities Lead review.
5.0 Submit Utility Construction Requests - Identify utilities that may want construction of their facilities completed by the selected contractor and included as part of the project's contract. - Obtain a Utility Construction Request from each of these utilities describing the facilities likely to be in conflict or that may need early analysis. - Identify in the Utility Construction Request whether NCDOT is being requested to perform construction and if the NCDOT's PEF will be doing the design. - Submit a monthly report to SharePoint and notify the Utilities Lead and PM with a link .
6.0 Conduct a review of plans and schedule with utility owner
7.0 Task Management (Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management. Submit monthly progress report to Utility Agency with copy to Area Utility Agent. (Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.
8.0 Complete QC Procedures Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1.
- 2.

HL-0056

Utility Project Information

UTILITY SPECIFIC PROJECT INFORMATION																	
TIP: HL-0056	WBS:	Date: 1/17/2025															
Division: 10	County: Mecklenburg																
• Utility Impacts Rating (Make Selection): ☐Low ☒Medium ☐High <table><tr><td>Moratorium TBD</td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>			Moratorium TBD														
Moratorium TBD																	
Expected Project Requirements: Permits: ☒Environmental ☐Rail Reg. Station Relocation: ☐Yes ☒No																	

SLC Sites: ☐Yes ☒NoPump Station: ☐Yes ☒No

Additional nonstandard items

1.

2.

3.

Special Cases:

Current Bridge Attachment: ☐Yes ☒No

If there is a bridge attachment the associated form and documentation will have to be sent to the Structures unit for their review.

Utility Agreement type:

URA Agreement

Owners	Contact Information
Energy United	TBD
Duke Energy	TBD
Electricities of NC Inc.	TBD

Non-Reimbursable

Owners	Contact Information
AT&T Distribution	TBD
Conterra Ultra Broadband	TBD
Google Fiber (Access)	TBD
Hyper Networks LLC	TBD
Lumen Formerly Level3	TBD
Verizon (Formerly MCI)	TBD
Piedmont Natural Gas	TBD
Charter Communications	TBD
Cogent Communications	TBD
City of Charlotte	TBD

PUE Due Date (Tentative): TBD

ROW Due Date (Tentative): TBD

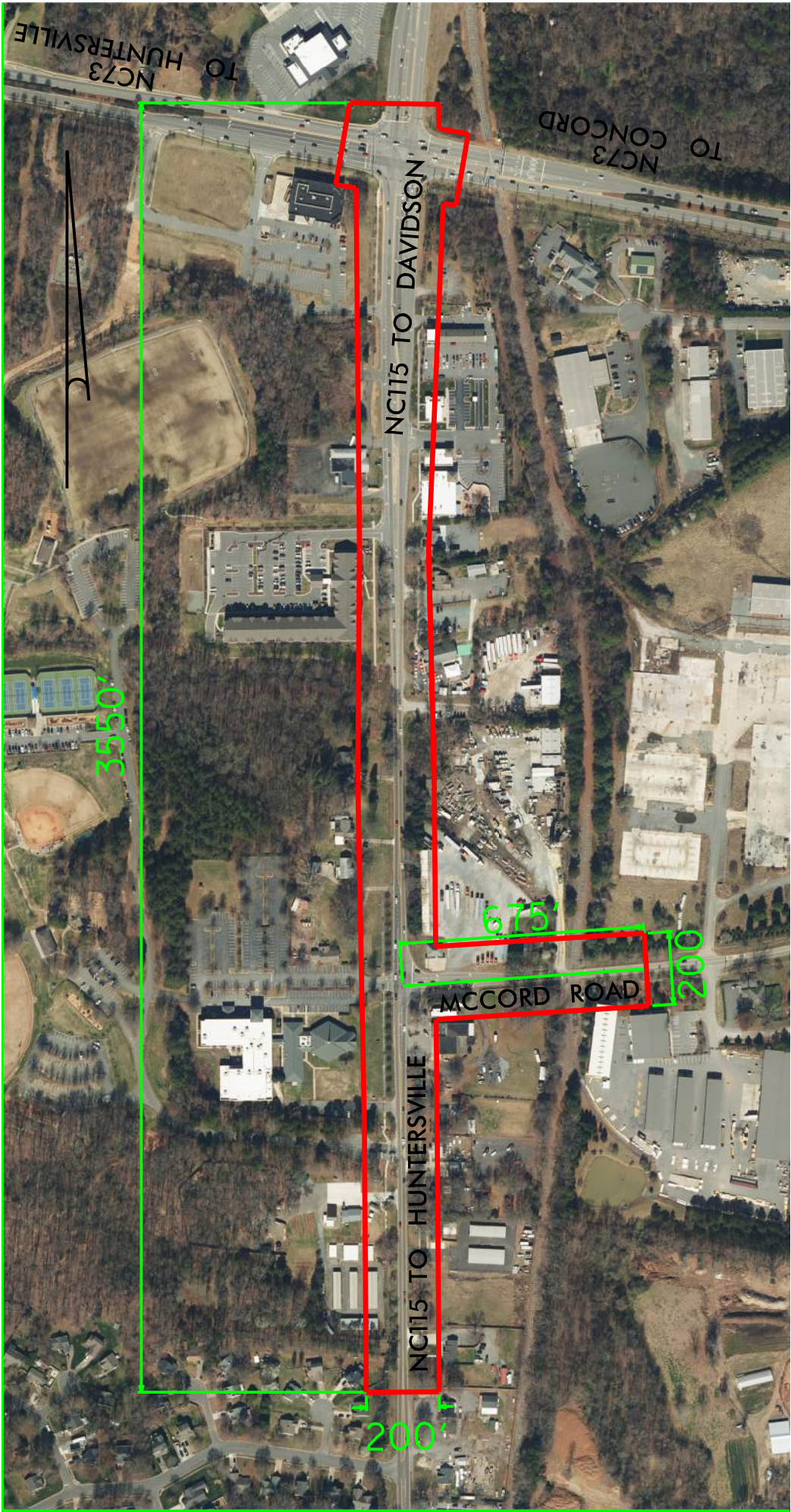
Relocation by Others Begin Date (Tentative): TBD
Relocation by Others Completed Date (Tentative): TBD
8 Week Advertisement: ☐ Yes ☐ No ☒ TBD
LET DATE: TBD

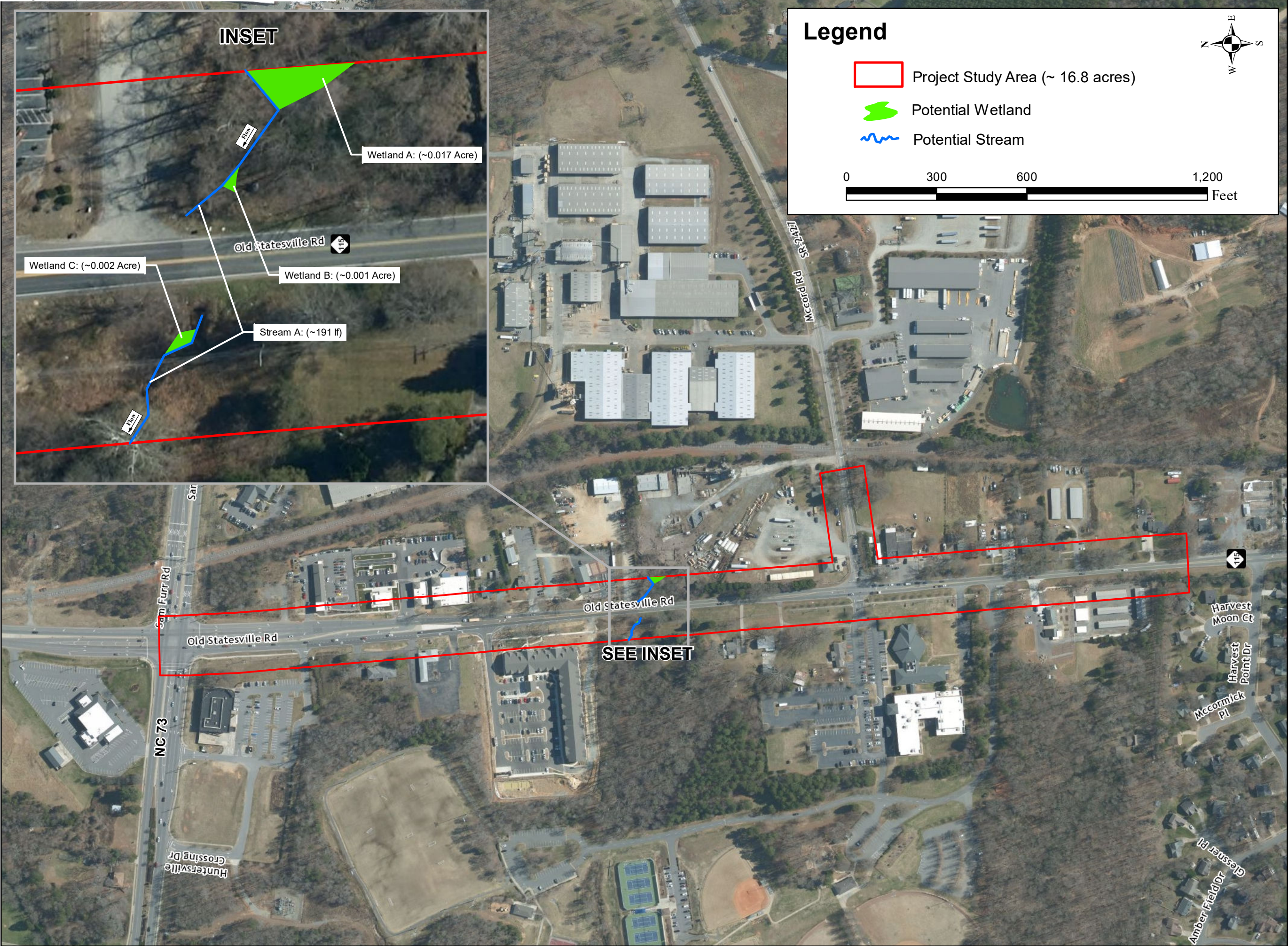
Utility Project Information

BASIC PROJECT INFORMATION

Project Description:

Utility	Utility Owner	Possible Impacts	Probably Impacts	No Conflict	Transmission	Distribution
Power	Duke Energy		X			X
	Energy United		X			X
	Electricities of NC Inc.		X			X
Telecomm	AT&T		X			X
	Conterra		X			X
	Google Fiber		X			X
	Hyper Networks LLC		X			X
	Lumen / Level3		X			X
	MCI / Verizon		X			X
	Charter Comm		X			X
	Cogent Comm		X			X
Gas	Piedmont Natural Gas		X			X
Water	City of Charlotte		X		X	X
Sewer	City of Charlotte		X			X





Client:

Project:
**CRTPO Funding Study
NC 115 (Old Statesville Road)
from NC 73 (Sam Furr Road)
to McCord Road
Town of Huntersville
Mecklenburg County,
North Carolina**

Title:

**Preliminary Determination
of Potential
Waters of the U.S.**

Source: NC OneMap - Aerial Imagery (2019), NC
Center for Geographic Information and Analysis, NC

Notes:
1. The boundaries of potential jurisdictional
waters of the U.S. (WoUS) were approximated
by STV Engineers, Inc. during field reviews
conducted on August 25 and September 21,
2021. Potential jurisdictional boundaries were
approximated using an EOS Arrow 100 GPS
unit capable of submeter accuracy.
2. The approximated jurisdictional boundaries
of WoUS are subject to change following a
complete delineation and subsequent
verification by the U.S. Army Corps of
Engineers.
3. This map is intended for planning purposes
only.

Drawn By: TPO	Checked By: JLK
Approved By: MAI	Date: 9/24/2021

STV Inc. Project No.
4021270

FIGURE 1

SCOPE OF WORK

TASK ORDER 1

NC 115 CORRIDOR IMPROVEMENTS FROM HARVEST POINT DR TO NC 73 (SAM FURR RD)

MECKLENBURG COUNTY

STIP PROJECT NO.: HL-0056

WBS No.: 50539.1.1

CONTRACT NO.: Contract No.

Prepared for:

Town of Huntersville

Prepared by:

RS&H ARCHITECTS-ENGINEERS-PLANNERS, INC

Task Order Period: March 2025 – July 2025

Date: March 3, 2025

Finalized: March 3, 2025

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GENERAL INFORMATION

Under an engineering services contract with the Town of Huntersville, RS&H Architects-Engineers-Planners, Inc (CONSULTANT) has been requested to assist the Town of Huntersville and NCDOT in the development of traffic operations analysis utilizing HCS/Synchro and/or Sidra software for the subject project. Assignments under this contract will be assigned and defined on a Task Order basis.

The following Scope of Work (Scope) for Task Order 1 has been prepared to define the services that the CONSULTANT will provide the Town of Huntersville and NCDOT for developing the analysis in HCS, Synchro and/or Sidra. The analysis will conform with the NCDOT Congestion Management Capacity Analysis Guidelines (<https://connect.ncdot.gov/resources/safety/Congestion%20Mngmt%20and%20Signing/Congestion%20Management/Capacity%20Analysis%20Guidelines.pdf>).

The study period for this assignment is expected to extend over a 4 month period. Unless specified otherwise under a particular task, it is assumed that the Town of Huntersville and NCDOT or its representatives will provide all data, technical analyses, and other pertinent information in a form sufficient for the CONSULTANT to complete this scope of work. The CONSULTANT will assume information including, but not limited to, technical reports, technical data, technical references and citations, and project correspondence received from the Town of Huntersville NCDOT, or a third party is accurate and up to date. If errant data or technical analyses are discovered by the CONSULTANT during the performance of the scope, the CONSULTANT will immediately notify the NCDOT Town of Huntersville. Current documents and standards are those in effect at the signing of this task order. Reference to current versions of software will be the current version of the software at the time of the Finalized date included on the cover of this scope.

PROJECT INFORMATION

The study includes the NC 115 (Old Statesville Rd) corridor improvements from Harvest Point Dr to NC 73 (Sam Furr Rd) and includes the following 2 intersections:

- NC 115 (Old Statesville Rd) at NC 73 (Sam Furr Rd)
- NC 115 (Old Statesville Rd) at SR 2427 (McCord Rd)

The analysis includes the following Build Alternatives:

- Build Scenario 1 – Corridor Improvements – includes widening NC 115 (Old Statesville Rd) from a two-lane facility to a four-lane median divided facility, intersection improvements at SR 2427 (McCord Rd), and two leftover locations.

1. PROJECT MANAGEMENT, COORDINATION AND ADMINISTRATION

1.1 PROJECT MANAGEMENT AND ADMINISTRATION

The CONSULTANT will manage and administer this contract with the Town of Huntersville throughout the duration of this assignment, including coordination with the Town of Huntersville, the Congestion Management Section, and NCDOT Division 10, as needed.

~~The study is anticipated to have a 4 month duration. The CONSULTANT will prepare a monthly progress report and submit an invoice to the NCDOT Project Manager each month throughout the duration of the study. For projects where the contract is not through the Transportation Mobility and Safety Branch or the Congestion Management Section, the CONSULTANT will provide a duplicate copy of the monthly progress report to the Congestion Management Section.~~

1.2 PROJECT COORDINATION

The CONSULTANT will coordinate with the Town of Huntersville and NCDOT relating to the technical aspects of the assignment throughout the duration of this study, including coordination with the Congestion Management Section.

The study is anticipated to have a 4 month duration. The CONSULTANT will attend up to 2 coordination meetings with the Town of Huntersville and NCDOT, including up to 2 staff members for each meeting.

1.3 ~~CONSULTANT COORDINATION~~

~~The CONSULTANT and SUBCONSULTANT will coordinate with one another during the completion of this scope of work. The coordination will include both technical aspects of the evaluation and coordination relating to schedule and tracking of progress.~~

~~The CONSULTANT and PRIME CONSULTANT will coordinate with one another during the completion of this scope of work. The coordination will include both technical aspects of the evaluation and coordination relating to schedule and tracking of progress.~~

2. DATA COLLECTION AND FIELD VISIT

2.1 DATA COLLECTION

The CONSULTANT will acquire the following items for developing the analysis:

- Latest aerial photography
- Existing Signal Plans
- Traffic Turning Movement Counts
- Current Design Plans

2.2 FIELD VISIT (OPTIONAL)

The CONSULTANT will visit the project site during the critical peak period to observe traffic patterns, note any congestion and develop a basis for visually validating the base year model. The CONSULTANT will also verify the provided data is consistent with the actual operations. Two (2) staff members will participate in the field visit with the approximate travel time to the project being 2.5 hours each direction.

3. TRAFFIC VOLUME DEVELOPMENT

The CONSULTANT will utilize the traffic forecast for the project to develop peak hour volumes for each of the scenarios being evaluated. The traffic volumes will be developed for the following scenarios:

- Scenario 1: 2025 Base Year No-Build
- Scenario 2: 2050 No-Build & 2050 Build (1 build concept)

See Task 11.4 for the future year volume development process.

3.1 ~~CONVERT FORECAST TO PEAK HOUR VOLUMES~~

~~The CONSULTANT will convert the Average Annual Daily Traffic (AADT) data included in the traffic forecast to peak hour volumes for insert # intersections for insert # scenarios utilizing the Intersection Analysis Utility (IAU). The volume development process includes breakout of insert # interchanges and/or non-standard intersection configurations for insert # scenarios. The traffic forecast, IAU output, traffic breakouts for interchanges/unconventional intersections and any calculations utilized to balance the network will be included as an appendix to the Technical Memorandum.~~

4. 2025 BASE YEAR MODEL

The CONSULTANT will develop a 2025 base year model for the subject project that will not be calibrated to existing conditions. The analysis will be prepared for both the AM and PM peak hours.

4.1 ~~HIGHWAY CAPACITY SOFTWARE (HCS) ANALYSIS~~

~~The CONSULTANT will prepare the analysis of the following items utilizing the latest version of HCS:~~

- ~~• 0 segments for Freeway Facilities Analysis/FREEVAL~~
- ~~• 0 Basic Freeway Segments (isolated analysis – non-Freeway Facility Analysis)~~

- ~~0 Ramp Merge and Diverge Segments (isolated analysis – non-Freeway Facility Analysis)~~
- ~~0 Freeway Weaving Segments (isolated analysis – non-Freeway Facility Analysis)~~
- ~~0 Multi-lane Highway Segments~~
- ~~0 Two-Lane Highway Segments~~

~~To facilitate review, the analysis shall include assigning each segment an analysis ID that will be used throughout the entire analysis and shall be included on all figures, tables and output sheets. The results of the analysis should be summarized in tabular format and with a figure depicting the analysis network with the results shown visually. The output reports for all analyses shall be included in the appendices and labeled with the proper analysis ID.~~

4.2 SYNCHRO ANALYSIS

The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for unsignalized and signalized intersections.

The base year analysis network includes the following attributes:

- 0 unsignalized intersections
- 2 signalized intersections
 - 2 standard intersections
 - 0 unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

The analysis will include developing the networks in Synchro and reviewing the operations in SimTraffic (10 runs). To facilitate review, the analysis shall include assigning each intersection an analysis ID that will be used throughout the entire analysis and shall be included on all figures, tables and output sheets. The results shall include the following: Delay and LOS for each lane group and for the overall intersection, the SimTraffic maximum queue length, and the Synchro 95% percentile queue length. The results of the analysis should be summarized in tabular format and with a figure that includes the existing lane configurations. The output reports for all analyses (Synchro – Lanes, Volume and Timing Report, SimTraffic – Queueing and Blocking Report) shall be included in the appendices and labeled with the proper analysis ID.

4.3 ~~SIDRA ANALYSIS~~

~~The CONSULTANT will utilize the latest version of Sidra to analyze the operations of roundabouts. The base year model network includes the following attributes:~~

- ~~0 roundabout intersections~~

~~To facilitate review, the analysis shall include assigning each segment an analysis ID that will be used throughout the entire analysis and shall be included on all figures, tables and output sheets. The results of the analysis should be summarized in tabular format and with a figure depicting the analysis network with the results shown visually. The output reports for all analyses shall be included in the appendices and labeled with the proper analysis ID.~~

5. 2050 NO-BUILD ANALYSIS

The CONSULTANT will develop an analysis of the No-Build scenario that will include all fiscally constrained projects within the model study area being constructed with the exception of the proposed project. The current Charlotte Regional Transportation Planning Organization (CRTPO) will be utilized to determine if any fiscally constrained projects besides the subject project are present. For scoping purposes, the following projects are located within the analysis limits and are considered to be constructed by the design year:

- R-2632AB – NC 73 widening from NC 115 to SR 2693 (Davidson-Concord Road) to four lanes.
- Several developments in the project area. The Town of Huntersville will provide all TIAs to be included in the 2050 No-Build Analysis.

5.1 ~~HIGHWAY CAPACITY SOFTWARE (HCS) ANALYSIS~~

~~The CONSULTANT will prepare the analysis of the following items utilizing the latest version of HCS:~~

Segments Analyzed in Base Year

- ~~0 segments for Freeway Facilities Analysis/FREEVAL~~
- ~~0 Basic Freeway Segments (isolated analysis — non Freeway Facility Analysis)~~
- ~~0 Ramp Merge and Diverge Segments (isolated analysis — non Freeway Facility Analysis)~~
- ~~0 Freeway Weaving Segments (isolated analysis — non Freeway Facility Analysis)~~
- ~~0 Multi-lane Highway Segments~~
- ~~0 Two-Lane Highway Segments~~

New Segments for 2050 No-Build

- ~~0 segments for Freeway Facilities Analysis/FREEVAL~~
- ~~0 Basic Freeway Segments (isolated analysis — non Freeway Facility Analysis)~~
- ~~0 Ramp Merge and Diverge Segments (isolated analysis — non Freeway Facility Analysis)~~
- ~~0 Freeway Weaving Segments (isolated analysis — non Freeway Facility Analysis)~~
- ~~0 Multi-lane Highway Segments~~
- ~~0 Two-Lane Highway Segments~~

The analysis will be completed in the same manner as described in Section 4.1.

5.2 SYNCHRO ANALYSIS

The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for unsignalized and signalized intersections.

The analysis network includes the following attributes:

Intersections Analyzed in Base Year

- 0 unsignalized intersections – already coded in base year scenario
- 1 signalized intersections – already coded in base year scenario
 - 1 standard intersections
 - 0 unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

New Intersections for 2050 No-Build

- 0 unsignalized intersections – not coded or modified from base year scenario
- 1 signalized intersections – not coded or modified from base year scenario
 - 1 standard intersections
 - 0 unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

The analysis will be completed in the same manner as described in Section 4.1.

5.3 ~~SIDRA ANALYSIS~~

~~The CONSULTANT will utilize Sidra to analyze the operations of roundabouts. The analysis network includes the following attributes:~~

- ~~0 roundabout intersections — not coded or modified from base year scenario~~
- ~~0 roundabout intersections — already coded in base year scenario~~

~~The analysis will be completed in the same manner as described in Section 4.1.~~

6. 2050 BUILD ANALYSIS

The CONSULTANT will develop an analysis of the Build scenario that will include all listed projects within the analysis study area (as were added in Section 5) including the proposed project.

The analysis includes the following Build Alternatives:

- Build Scenario 1 – Corridor Improvements – includes widening NC 115 (Old Statesville Rd) from a two-lane facility to a four-lane median divided facility with leftovers and intersection improvements at SR 2427 (McCord Rd).

6.1 HIGHWAY CAPACITY SOFTWARE (HCS) ANALYSIS

The CONSULTANT will prepare the analysis of the following items utilizing the latest version of HCS:

Segments Analyzed in Base Year or 2050 No-Build

- 0 segments for Freeway Facilities Analysis/FREEVAL
- 0 Basic Freeway Segments (isolated analysis – non Freeway Facility Analysis)
- 0 Ramp Merge and Diverge Segments (isolated analysis – non Freeway Facility Analysis)
- 0 Freeway Weaving Segments (isolated analysis – non Freeway Facility Analysis)
- 0 Multi-lane Highway Segments
- 0 Two-Lane Highway Segments

New Segments for 2050 Build

- 0 segments for Freeway Facilities Analysis/FREEVAL
- 0 Basic Freeway Segments (isolated analysis – non Freeway Facility Analysis)
- 0 Ramp Merge and Diverge Segments (isolated analysis – non Freeway Facility Analysis)
- 0 Freeway Weaving Segments (isolated analysis – non Freeway Facility Analysis)
- 0 Multi-lane Highway Segments
- 0 Two-Lane Highway Segments

The analysis will be completed in the same manner as described in Section 4.1. The results of the analysis should be summarized in tabular format and with a figure that includes the proposed lane configurations.

6.2 SYNCHRO ANALYSIS

The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for unsignalized and signalized intersections.

The analysis network includes the following attributes:

Intersections Analyzed in Base Year or 2050 No-Build

- 0 unsignalized intersections – already coded in previous scenario
- 0 signalized intersections – already coded in previous scenario
 - 0 standard intersections
 - 0 unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

New Intersections for 2050 Build

- 2 unsignalized intersections – not coded or modified from previous scenario
- 2 signalized intersections – not coded or modified from previous scenario
 - 2 standard intersections
 - 0 unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

The analysis will be completed in the same manner as described in Section 4.1. The results of the analysis should be summarized in tabular format and with a figure that includes the proposed lane configurations.

6.3 SIDRA ANALYSIS

The CONSULTANT will utilize Sidra to analyze the operations of roundabouts. The analysis network includes the following attributes:

- 0 roundabout intersections – already coded in previous scenario
- 0 roundabout intersections – not coded or modified from previous scenario

~~The analysis will be completed in the same manner as described in Section 4.1. The results of the analysis should be summarized in tabular format and with a figure that includes the proposed lane configurations.~~

6.4 DESIGN ITERATIONS

The CONSULTANT will review the MOEs for the AM and PM peak periods and determine if design modifications are required to achieve desirable operations. The CONSULTANT will then make changes to the analysis to improve operations or attain a prescribed MOE for the project and will re-run the steps described in Section 6.1 through Section 6.3. The CONSULTANT will notify the Town of Huntersville and NCDOT if modifications are being made to determine if *coordination with the design team is required before modifications are developed*. *Three mandays are included for potential design iterations.*

7. 201X BASE YEAR BUILD

~~The CONSULTANT will develop an analysis of the preferred alternative for the Build scenario using 201X base year build volumes. Because the analysis is primarily utilized to determine the need for signals during the initial construction of the project only the signalized intersections will be analyzed.~~

7.1 SYNCHRO ANALYSIS

~~The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for signalized intersections.~~

The analysis network includes the following attributes:

- ~~• ## signalized intersections already coded in previous scenario~~
 - ~~○ ## standard intersections~~
 - ~~○ ## unconventional intersections (quadrant left, superstreet, continuous flow, etc.)~~

~~The analysis will be completed in the same manner as described in Section 4.1.~~

8. DOCUMENTATION

8.1 TRAFFIC CAPACITY ANALYSIS TECHNICAL MEMORANDUM

The CONSULTANT will prepare a traffic capacity analysis technical memorandum including the results of analyses. The memorandum will include all pertinent information relating to the analysis, the volume development/breakout, the results of the analysis and figures depicting the information included in each previous section of this scope. The HCS/Synchro/Sidra output reports will be included as appendices to the report. A digital copy of the Draft Technical Memorandum will be prepared for the Town of Huntersville and NCDOT review and revised based on comments received. The comments provided by the Town of Huntersville and NCDOT on the Draft Technical Memorandum will be addressed, and the Final Technical Memorandum will be prepared with 0 hard copies being provided to the Town of Huntersville and NCDOT. A digital copy of the Final Technical Memorandum in Adobe Acrobat format will also be developed.

At the conclusion of the study, the CONSULTANT will also provide the Town of Huntersville NCDOT with all digital files utilized in the development of the analysis.

9. SCHEDULE AND DELIVERABLES

At the conclusion of the study, the CONSULTANT will provide the following deliverables to the Town of Huntersville and NCDOT:

- ~~HCS/Synchro/Sidra files~~ for 2025 Base Year Model
- ~~HCS/Synchro/Sidra files~~ for 2050 No-Build Model
- ~~HCS/Synchro/Sidra files~~ for 2050 Build Model for each design alternative
- ~~HCS/Synchro/Sidra files for 201X Base Year Build Model~~
- Traffic Capacity Analysis Technical Memorandum
- Pertinent information used in developing the analysis (included in the memorandum) including but not limited to, signal plans, design concepts, etc.

The anticipated schedule is shown below. It assumes that Notice to Proceed is received by March 21, 2025. Total duration for traffic operations analysis is 17 weeks from receipt of NTP.

Task	Duration	Date of Completion
Notice to Proceed	n/a	03/21/2025 (assumed)
Submit Interim Review Information	# weeks	00/00/0000
NCDOT Review	# weeks	00/00/0000
Submit Draft Traffic Operations Analysis	12 weeks	06/13/2025
Town of Huntersville and NCDOT Review	3 weeks	07/03/2025
Submit Final Traffic Operations Analysis	2 weeks	07/18/2025

The CONSULTANT may submit analysis for any interim review by the Town of Huntersville and NCDOT if deemed appropriate. Any interim submittals must include FULL DOCUMENTATION of the volume and analysis development process. Analysis submitted without proper documentation will be returned to the CONSULTANT without review.

The duration of NCDOT reviews will be 3 weeks for projects with an "Estimation Index" of 6 or less (see estimate spreadsheet for Estimation Index). For projects with an index of 7 or more please allow 4 weeks for review by NCDOT.

The CONSULTANT should also coordinate with NCDOT at least one week prior to making any submittal to alert them that it will be submitted and to allow them to coordinate the review. Any submittals made without prior coordination with NCDOT will have the review time increased by two weeks.

10. CRASH ANALYSIS

10.1 ~~DEVELOP/REQUEST~~ TEAAS DATA

The CONSULTANT will prepare a section/strip crash analysis of the project corridor within the analysis study limits. The time frame will be the most current five (5) year study range.

The CONSULTANT will provide the following in the development of the crash analysis:

- Coordination with NCDOT Traffic Safety Unit.
- Preparation and QC of the strip crash analysis using TEAAS.
- Review of crashes/crash history
- Perform safety review and prepare summary tables

~~The CONSULTANT will prepare a request for crash data to the NCDOT Traffic Safety Unit for the TEAAS strip crash analysis.~~

10.2 PREPARE TRAFFIC SAFETY ANALYSIS

The CONSULTANT will prepare a Traffic Safety Analysis that includes the following information:

- Identify critical crash rates and develop a comparison of the rates.
- Identify crash patterns.
- Identify potential safety issues (based on crash analysis).
- Provide write up in the Draft and Final Traffic Operations Analysis Technical Memorandum Reports.

11. ADDITIONAL SCOPE ITEMS

11.1 ~~MULTI-HOUR ANALYSIS ADJUSTMENT – HCS ANALYSIS~~

~~The development of multi-hour simulation analysis requires additional effort beyond what is required for a standard single peak hour analysis. The development of the analysis and the associated outputs for multi-hour simulation models requires additional effort. Instead of detailing all of the items that require additional effort and attempting to capture the difference for multi-hour models it is assumed that the development and analysis increases the level of effort included in Section 4.1, 5.1 and 6.1 by ten percent (10%) to thirty percent (30%) depending on the number of additional hours being analyzed. The additional effort will be captured in this task on the estimate form.~~

~~The CONSULTANT will develop the analysis and outputs for a total of insert # analysis hours.~~

11.2 ~~MULTI-HOUR ANALYSIS ADJUSTMENT – SYNCHRO ANALYSIS~~

~~The development of multi-hour simulation analysis requires additional effort beyond what is required for a standard single peak hour analysis. The development of the analysis and the associated outputs for multi-hour simulation models requires additional effort. Instead of detailing all of the items that require additional effort and attempting to capture the difference for multi-hour models it is assumed that the development and analysis increases the level of effort included in Section 4.2, 5.2, 6.2 and 7.1 by ten percent (10%) to thirty percent (30%) depending on the number of additional hours being analyzed. The additional effort will be captured in this task on the estimate form.~~

~~The CONSULTANT will develop the analysis and outputs for a total of insert # analysis hours.~~

11.3 ~~MULTI-HOUR ANALYSIS ADJUSTMENT – SIDRA ANALYSIS~~

~~The development of multi-hour simulation analysis requires additional effort beyond what is required for a standard single peak hour analysis. The development of the analysis and the associated outputs for multi-hour simulation models requires additional effort. Instead of detailing all of the items that require additional effort and attempting to capture the difference for multi-hour models it is assumed that the development and analysis increases the level of effort included in Section 4.3, 5.3, and 6.3 by ten percent (10%) to thirty percent (30%) depending on the number of additional hours being analyzed. The additional effort will be captured in this task on the estimate form.~~

~~The CONSULTANT will develop the analysis and outputs for a total of insert # analysis hours.~~

11.4 VOLUME DEVELOPMENT

The CONSULTANT will utilize NCDOT AADT history and growth projections from the Metrolina Regional Travel Demand Model (MRM) to determine annual growth rates and project future year peak hour traffic volumes for the two study intersections. The volume development process will be documented in a memo and provided to the NCDOT Traffic Forecast Unit for review. This memo will be included as an appendix to the Traffic Capacity Analysis Technical Memorandum.

EXHIBIT D

FIRM'S FEE SCHEDULE

						Version: 2025.01.09.RJS	
OVERALL SUMMARY							
TIP NUMBER:		HL-0056		When initial estimate is complete, lock initial estimates			
COUNTY:		Mecklenburg					
TASK ORDER NUMBER: (if applicable)		1					
FA NUMBER: (if applicable)							
ESTIMATE SUBMITTAL NUMBER: (Version Control-if needed) (Ex. InitialV2 (initial estimate version 2))				WBS NUMBER(s): Firm: fill out WBS Number(s) section on "Acct Initiation Request" DOT: the Project Manager fills out the entire "Acct Initiation Request"			
OTHER PROJECT IDENTIFIER INFORMATION: (if needed)							
DESCRIPTION: (List the project parameters; where the project starts and stops)		Widen NC 115 from south of McCord Rd to NC 73 with c&g and MUP on both sides.					
DISCIPLINE USED: (List each discipline that will be involved in this project)		PM-Project Mgmt : EN-Community Studies : EN-Public Involvement : EN-Noise : EP-Env Policy : RD-Roadway : TM-Congestion Management : UT-Utilities Coordination					
DISCIPLINE		INITIAL			FINAL		
ITEM		WD	COST	COST/WORKDAY	WD	COST	COST/WORKDAY
PM-Project Mgmt		21.500	\$ 40,171.65	\$ 1,868.45			
Direct Costs			\$ -				
EN-Community Studies		14.875	\$ 17,089.40	\$ 1,148.87			
Direct Costs			\$ 140.00				
EN-Public Involvement		66.025	\$ 77,376.16	\$ 1,171.92			
Direct Costs			\$ 6,082.05				
EN-Noise		56.500	\$ 74,193.85	\$ 1,313.17			
Direct Costs			\$ 692.50				
EP-Env Policy		58.380	\$ 68,831.06	\$ 1,179.02			
Direct Costs			\$ 665.00				
RD-Roadway		85.500	\$ 114,686.58	\$ 1,341.36			
Direct Costs			\$ 140.00				
TM-Congestion Management		26.375	\$ 33,652.06	\$ 1,275.91			
Direct Costs			\$ 2,060.00				
UT-Utilities Coordination		15.000	\$ 15,770.68	\$ 1,051.38			
Direct Costs			\$ 245.00				
EN-Natural Env--SUB1		19.250	\$ 21,214.01	\$ 1,102.03			
Direct Costs			\$ 648.60				
LS-Location Surveys--SUB1		156.250	\$ 132,327.73	\$ 846.90			
Direct Costs			\$ -				
LS-SUE--SUB1		12.375	\$ 80,293.85	\$ 6,488.39			
Direct Costs			\$ 2,851.20				
Grand Total - All Disciplines		532.030	\$ 689,131.38				
Labor, Overhead & Fee							
MANAGING DOT DISCIPLINE:		Division 10					
ENGINEERING FIRM:		RS&H Architects-Engineers-Planners, Inc.					
ENGINEERING FIRM CONTRACT NUMBER:				CONTRACT TYPE:	Stand Alone Purchase Order	PAYMENT TYPE:	LUMP SUM
SCOPE/WORKDAY ESTIMATE PREPARED BY:		Sean Kortovich			DATE:	February 28, 2025	
SCOPE/WORKDAY ESTIMATE APPROVED BY:					DATE:		
REASON FOR SUPPLEMENTAL: (If this is a supplemental to the original Scope of Services, state reason for supplemental.)							
PO NUMBER: (If Available)				SUPPLEMENTAL NUMBER: (If Applicable)			

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]

TIP NUMBER:	HL-0056					
WBS NUMBER(s):						
COUNTY:	Mecklenburg					
DESCRIPTION:	Widen NC 115 from south of McCord Rd to NC 73 with c&g and MUP on both sides.					
DISCIPLINE(S) SELECTED:	PM-Project Mgmt : EN-Community Studies : EN-Public Involvement : EN-Noise : EP-Env Policy : RD-Roadway : TM-Congestion Management : UT-Utilities Coordination					
** PLEASE NOTE: Rates (Salary, Overhead, Cost of Capital) in this Estimate should match those Rates (Salary, Overhead, Cost of Capital) in CRS (Consultant Rate System).						
PRIMARY CONSULTANT OR NCDOT UNIT:	ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION					
DISCIPLINE	CLASSIFICATION	EMPLOYEE NAME / INITIALS (First initial, Last initial) Name as submitted to NCDOT Eg. (JH) John Hancock II	RAW HOURLY RATE**	OVERHEAD*	FEE	COST OF CAPITAL**
(Unit(s) selected to complete the scope & workday estimate(s) for this project. These are the same units which were selected on the "DISCIPLINE SELECTION" worksheet.)	(List the consultant name that is being selected to compare scope and workday estimates with NCDOT for this DISCIPLINE. Indicate the classification or classification equivalent of each employee that will be involved in the scope of this project.)	(List the name of each employee that will be involved on this project next to their respective classification or classification equivalent. This field is optional if an NCDOT unit is indicated in row 16. All firms will need to document this unless the raw hourly rate in the contract is based on the classification.) Note: Just initials will populate on the following sheets. I.e. (JH)	(For Consultants, this is the rate approved by NCDOT for the employee indicated and the consultant name indicated OR the classification rate contracted. For NCDOT units, this is the rate approved for the classification or employee name indicated.)	(This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)	(This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)	(This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)
PM-Project Mgmt	RS&H Architect-Engineers-Planners, Inc.	67466		170.80%	9.00%	0.5400%
Project Mgmt	Project Engineer (E-A)		\$ 73.28			
	Roadway Design Eng (E-A)		\$ 80.77			
	Roadway Design Eng. (E-J)		\$ 64.91			
	Group Leader (E/A Sup.- A)		\$ 95.45			
	Project Engineer (E-A)		\$ 83.80			
EN-Community Studies	RS&H Architect-Engineers-Planners, Inc.	67466		170.80%	9.00%	0.5400%
	CS Group Leader (CPSC)		\$ 95.45			
	Community Planner (CP-III)		\$ 49.71			
	Community Planner (CP-I)		\$ 33.59			
EN-Public Involvement	RS&H Architect-Engineers-Planners, Inc.	67466		170.80%	9.00%	0.5400%
	Group Leader (E/A Sup.- A)		\$ 73.28			
	Project Engineer (E-A, E-J, E-C)		\$ 53.82			
	Community Planner (CP-2)		\$ 49.71			
	Project Engineer (E-A, E-J, E-C)		\$ 33.59			
	Community Planner (CP-2)		\$ 33.14			
	Group Leader (E/A Sup.- A)		\$ 67.58			
	Project Engineer (E-A, E-J, E-C)		\$ 59.33			
	Community Planner (CP-2)		\$ 46.87			
	Project Engineer (E-A, E-J, E-C)		\$ 80.77			
EN-Noise	RS&H Architect-Engineers-Planners, Inc.	67466		170.80%	9.00%	0.5400%
	Group Leader (E/A Sup.- A)		\$ 84.24			
	Project Engineer (E-A)		\$ 87.09			
	Project Engineer (E-A)		\$ 56.51			
	Project Engineer (E-A)		\$ 56.54			
	Project Engineer (E-J)		\$ 40.47			
EP-Env Policy	RS&H Architect-Engineers-Planners, Inc.	67466		170.80%	9.00%	0.5400%
	Project Engineer (E-A, E-J, E-C)		\$ 53.82			
	Community Planner (CP-2)		\$ 46.87			
	Project Engineer (E-A, E-J, E-C)		\$ 33.59			
	GIS Technician (ET-J)		\$ 49.71			

TIP NUMBER:	HL-0056					
WBS NUMBER(s):	Mecklenburg					
COUNTY:	Mecklenburg					
DESCRIPTION:	Widen NC 115 from south of McCord Rd to NC 73 with c&g and MUP on both sides.					
DISCIPLINE(S) SELECTED:	PM-Project Mgmt : EN-Community Studies : EN-Public Involvement : EN-Noise : EP-Env Policy : RD-Roadway : TM-Congestion Management : UT-Utilities Coordination					
** PLEASE NOTE: Rates (Salary, Overhead, Cost of Capital) in this Estimate should match those Rates (Salary, Overhead, Cost of Capital) in CRS (Consultant Rate System).						
PRIMARY CONSULTANT OR NCDOT UNIT:	ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION					
DISCIPLINE	CLASSIFICATION	EMPLOYEE NAME / INITIALS (First initial, Last initial) Name as submitted to NCDOT	RAW HOURLY RATE**	OVERHEAD*	FEE	COST OF CAPITAL**
(Unit(s) selected to complete the scope & workday estimate(s) for this project. These are the same units which were selected on the "DISCIPLINE SELECTION" worksheet.)	(List the consultant name that is being selected to compare scope and workday estimates with NCDOT for this DISCIPLINE. Indicate the classification or classification equivalent of each employee that will be involved in the scope of this project.)	Eg. (JH) John Hancock II (List the name of each employee that will be involved on this project next to their respective classification or classification equivalent. This field is optional if an NCDOT unit is indicated in row 16. All firms will need to document this unless the raw hourly rate in the contract is based on the classification.) Note: Just initials will populate on the following sheets. I.e. (JH)	(For Consultants, this is the rate approved by NCDOT for the employee indicated and the consultant name indicated OR the classification rate contracted. For NCDOT units, this is the rate approved for the classification or employee name indicated.)	(This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)	(This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)	(This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)
	Project Engineer (E-I) Group Leader (E/A Sup. - A) Group Leader (E/A Sup. - A) Section Head (E/A Man. -C)		\$ 35.10 \$ 66.23 \$ 73.28 \$ 102.69			
RD-Roadway	RS&H Architect-Engineers-Planners, Inc.	67466		170.80%	9.00%	0.5400%
For Roadway If needed, List Additional Classifications	ENGINEER ADVANCED ENGINEER ADVANCED DESIGN ENGINEER PROJECT ENGINEER		\$ 73.28 \$ 80.77 \$ 59.87 \$ 40.68			
TM-Congestion Management	RS&H Architect-Engineers-Planners, Inc.	67466		170.80%	9.00%	0.5400%
	Traffic Unit Head (TM-1) Project Engineer Sup. (TES-3) Project Engineer Sup. (TES-2) Project Engineer (TE-3) Project Engineer (TE-2) Project Engineer (TE-1)		\$ 83.80 \$ 55.29 \$ 41.52 \$ 35.51			
UT-Utilities Coordination	RS&H Architect-Engineers-Planners, Inc.	67466		170.80%	9.00%	0.5400%
	Utility Coordination Supervisor Senior Utility Coordinator Utility Coordinator Junior Technician MISCELLANEOUS1 MISCELLANEOUS2 MISCELLANEOUS3		\$ 64.91 \$ 37.00			
EN-Natural Env-SUB1	Robbins & DeWitt	Reporting Number 123064. HICAMS Vendor Number 19514		123.86%	9.00%	0.9830%
	Env. Supervisor (EPS-2) Env. Program Consultant (EPC) Env. Specialist (ES) Env. Specialist (ES) Env. Specialist (ES)		\$80.20 \$77.02 \$34.72 \$ 28.85 \$ 24.76			
LS-Location Surveys-SUB1	ESP Associates, Inc.	VENDOR NUMBER		185.46%	9.00%	1.4800%
	Project Engineer Manager Project Survey Supervisor Advanced Survey Coordinator Survey Crew Leader Assistant Survey Crew Leader Survey Crew Member		\$ 62.23 \$ 48.08 \$ 33.00 \$ 21.55 \$ 19.50			
LS-SUE-SUB1	ESP Associates, Inc.	VENDOR NUMBER		185.46%	9.00%	1.4800%

TIP NUMBER:
WBS NUMBER(s):
COUNTY:

DESCRIPTION:

DISCIPLINE(S) SELECTED:

HL-0056

Mecklenburg

Widen NC 115 from south of McCord Rd to NC 73 with c&g and MUP on both sides.

PM-Project Mgmt : EN-Community Studies : EN-Public Involvement : EN-Noise : EP-Env Policy : RD-Roadway : TM-Congestion Management : UT-Utilities Coordination

PRIMARY CONSULTANT OR NCDOT UNIT:

** PLEASE NOTE: Rates (Salary, Overhead, Cost of Capital) in this Estimate should match those Rates (Salary, Overhead, Cost of Capital) in CRS (Consultant Rate System).

ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION

STANDARD FEE IS 9% UNLESS APPROVED

DISCIPLINE	CLASSIFICATION	EMPLOYEE NAME / INITIALS (First initial, Last initial) Name as submitted to NCDOT Eg. (JH) John Hancock II	RAW HOURLY RATE**	OVERHEAD* +	FEE	COST OF CAPITAL**
(Unit(s) selected to complete the scope & workday estimate(s) for this project. These are the same units which were selected on the "DISCIPLINE SELECTION" worksheet.)	(List the consultant name that is being selected to compare scope and workday estimates with NCDOT for this DISCIPLINE. Indicate the classification or classification equivalent of each employee that will be involved in the scope of this project.)	(List the name of each employee that will be involved on this project next to their respective classification or classification equivalent. This field is optional if an NCDOT unit is indicated in row 16. All firms will need to document this unless the raw hourly rate in the contract is based on the classification.) Note: Just initials will populate on the following sheets. I.e. (JH)	(For Consultants, this is the rate approved by NCDOT for the employee indicated and the consultant name indicated OR the classification rate contracted. For NCDOT units, this is the rate approved for the classification or employee name indicated.)	(This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)	(This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)	(This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)
	SR CADD TECHNICIAN					
	PROJECT MANAGER					
	CADD TECHNICIAN		\$	50.90		
	SURVEY ANALYST		\$	39.00		
	SUE PROJ. ANALYST		\$	24.50		
	TECHNICIAN II		\$	31.00		
	TECHNICIAN I		\$	30.00		
	ACCOUNTING CLERK					
	PRINCIPAL / PROF. ENGR.					



Request for Board Action

March 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Becca Prichard, Planner II

Subject: Amend Annexation Ordinance 2024-03 Courtyards at Walters Farm

EXPLAIN REQUEST:

The Board had previously approved this annexation ordinance on February 4th, 2020. This is a contiguous annexation, but that ordinance contained a typo listing the non-contiguous annexation statutes. This updated Annexation Ordinance 2024-03 updates the references from the non-contiguous annexation statutes of § 160A-58.1 to the contiguous annexation statute of § 160A-31.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Exhibit A - Ordinance Exhibit_Legal Description
2. Exhibit B - ANNEX 24-03 Courtyards Walters Farm Annexation Zoning Map



**AN ORDINANCE TO ANNEX CERTAIN CONTIGUOUS AREAS TO THE TOWN OF
HUNTERSVILLE, NORTH CAROLINA AND TO AMEND ANNEXATION ORDINANCE
2024-03**

Ordinance No. O-2025-4

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:00 p.m. on the 4 day of February 2025, after due notice by publication in The Charlotte Observer on January 24 and 26, 2025; and

WHEREAS, on February 4, 2025, the Board of Commissioners approved Annexation Ordinance 2024-03, which referenced the non-contiguous annexation statute; and

WHEREAS, the Board of Commissioners desires to amend Annexation Ordinance 2024-03 to reference the correct contiguous annexation statute as stated herein; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended, namely (i) the area described herein meets all of the standards set out in G.S. 160A-31; (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation; (iii) the petition is otherwise valid; (iv) the public health, safety, and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation.

NOW THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina:

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Annexation Ordinance 2024-03 is hereby amended as described herein.

Section 2. By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 18th day of March 2025: See Exhibit A attached hereto for a metes and bounds description of the subject tract

Section 3. Upon the effective date, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-31(e).

Section 4. The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 18th day of March, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

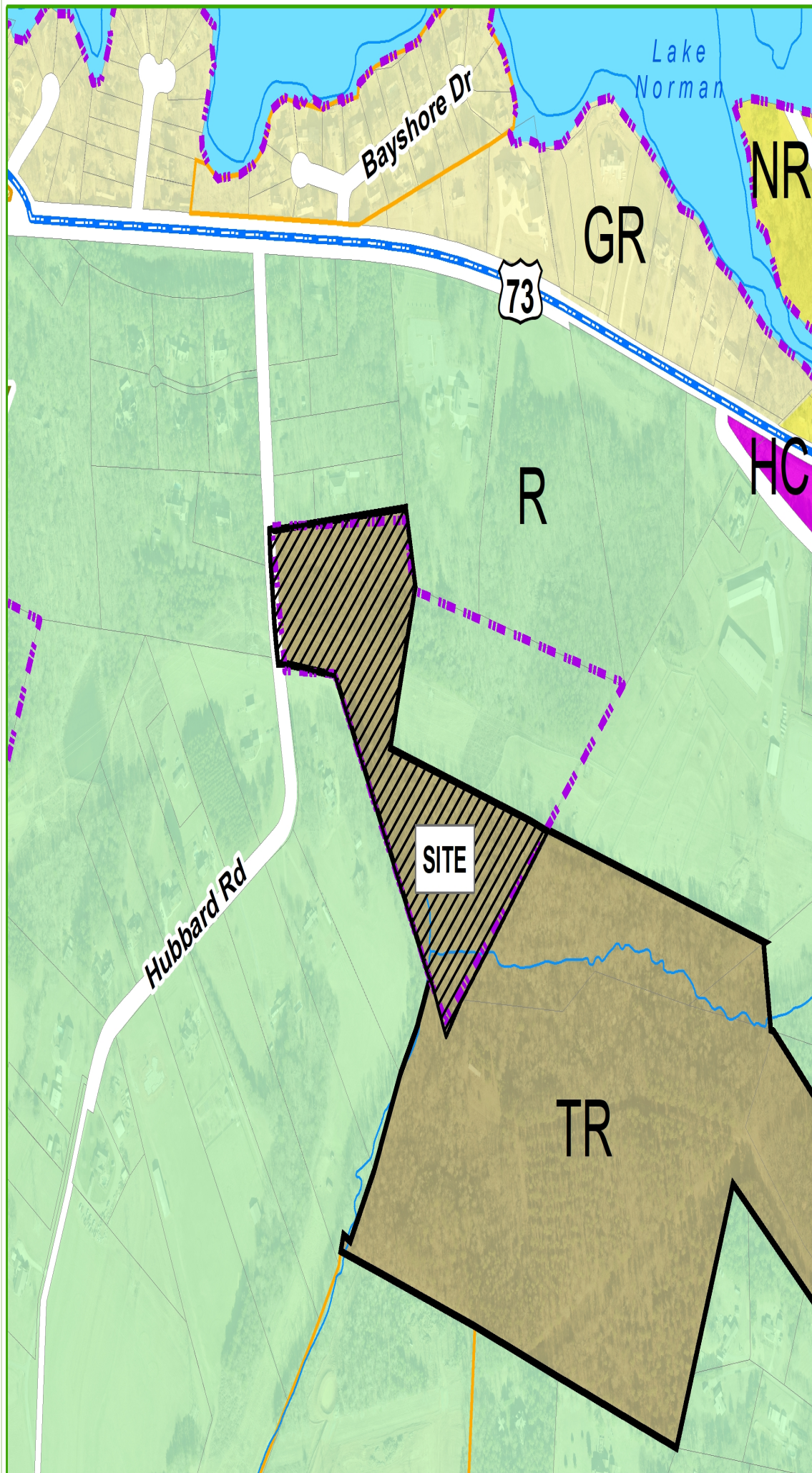
APPROVED AS TO FORM:

Emily Sloop, Town Attorney

ANNEXATION AREA

Being Mecklenburg County Parcels 013-131-43, 013-131-16 and a portion of 013-131-26, property of Paul & Ruth Walter Family LLC as recorded as tracts 2 and 5 of Deed Book 19823 Page 566

Beginning at a found bent iron pipe on the western side of Hubbard Road and being on the eastern line of the Douglass M Lawrimore and Shelly A Mabe property as recorded in Deed Book 10593 Page 762 of the Mecklenburg County public registry, thence with said property and the Elizabeth Ann Williamson property as recorded in Deed Book 32892 Page 667 of the Mecklenburg County public registry N 04° 41' 47" W for a distance of 378.03 feet to a nail in pavement at the southwestern corner of the Dennis Brewer and Cindee Brewer property as recorded in Deed Book 20994 Page 914 of the Mecklenburg County public registry, thence with said property and another parcel of the same owner as recorded in Deed Book 15581 Page 897 of the Mecklenburg County public registry, N 85° 18' 07" E passing through found iron rods at 30.03 feet and 229.94 feet, for a total distance of 693.04 feet to a found iron rod on the western line of the Grassroots Land LLC property as recorded in Deed Book 34756 Page 922 of the Mecklenburg County public registry, thence with said property S 06° 46' 07" E for a distance of 246.32 feet to a found iron rod at the northwestern corner of the Magnolia Equestrian Center, LLC property as recorded in Deed Book 31254 Page 619 of the Mecklenburg County public Registry, thence with said property two (2) courses; 1.) S 14° 44' 51" W for a distance of 465.96 feet to point, 2.) S 75° 15' 11" E for a distance of 847.26 feet to a point at the northwestern corner of the Paul & Ruth Walter Family LLC property as recorded as tract 1 of Deed Book 19823 Page 566 of the Mecklenburg County public registry, thence with said property S 42° 56' 55" W for a distance of 650.33 feet to a point being a northern corner of the Paul & Ruth Walter Family LLC property as recorded as tracts 4 of Deed Book 19823 Page 566, thence with said property two (2) courses; 1.) S 41° 52' 12" W for a distance of 103.42 feet to a point, 2.) N 28° 09' 12" W for a distance of 160.62 feet to a found iron pipe at the eastern corner of the Kenneth D McDonald property as recorded in Deed Book 5899 Page 77 of the Mecklenburg County public registry, thence with said property three (3) courses; 1.) N 31° 50' 47" W for a distance of 188.92 feet to a set iron rod, 2.) N 30° 13' 31" W for a distance of 800.99 feet to a found iron rod, 3.) N 83° 05' 28" W passing an iron located 0.44' south of the line at 261.04 feet for a total distance of 300.90 feet to the POINT OF BEGINNING, containing 682,886 square feet or 15.677 acres of land, more or less.



Annexation 24-03: Courtyards at Walters Farm

Zoning:
Traditional Neighborhood
Development (CD)

Petitioner:
Paul & Ruther Walters
Family, LLC

+/- 15.677 acres

Parcels:
01313116, 01313143,
& portion of 01313126

 Proposed Annexation

 Transitional Residential

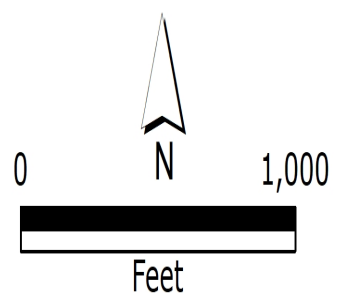
 Rural

 Neighborhood Residential

 General Residential

 Highway Commercial

 Current Huntersville Town Limits





Request for Board Action

March 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lauren Speight, Senior Planner

Subject: Amendment to Annexation Ordinance 2024-01

EXPLAIN REQUEST:

This annexation ordinance was continued from the May 20th, 2024 meeting to June 3rd, 2024. It was approved at the June 3rd, 2024 meeting, however, the effective date of the ordinance was not updated to reflect the new date. The effective date of the ordinance cannot be before the adoption. This amendment updates the effective date of the ordinance.

ACTION RECOMMENDED:

Adopt

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Exhibit A - Annex 24-01 Trails End Annex Ordinance Amendment
2. Trails End map



AN ORDINANCE TO ANNEX CERTAIN NON-CONTIGUOUS AREAS TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA AND TO AMEND ANNEXATION ORDINANCE 2024-01

Ordinance No. O-2025-5

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, , the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:00 p.m. on the 3rd day of June 2024, after due notice by publication in The Charlotte Observer; and

WHEREAS, on June 3, 2024, the Board of Commissioners approved Annexation Ordinance 2024-01, but mistakenly was dated as effective on May 20, 2024; and

WHEREAS, the Board of Commissioners desires to amend Annexation Ordinance 2024-01 to reference the correct effective date as stated herein; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1, as amended, namely (i) the area described herein meets all of the standards set out in G.S. 160A-58.1; (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation; (iii) the petition is otherwise valid; (iv) the public health, safety, and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation.

NOW THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina:

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Annexation Ordinance 2024-01 is hereby amended as described herein.

Section 2. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 18th day of March 2025: See Exhibit A attached hereto for a metes and bounds description of the subject tract

Section 3. Upon the effective date, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-31(e).

Section 4. The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 18th day of March, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A

The property subject to the Petition consists of +/- 59.462-acres, (Meck Co. PIN are 01917105, 01917104, 02116104) and described as follows documents are on file in the Huntersville Planning Dept.

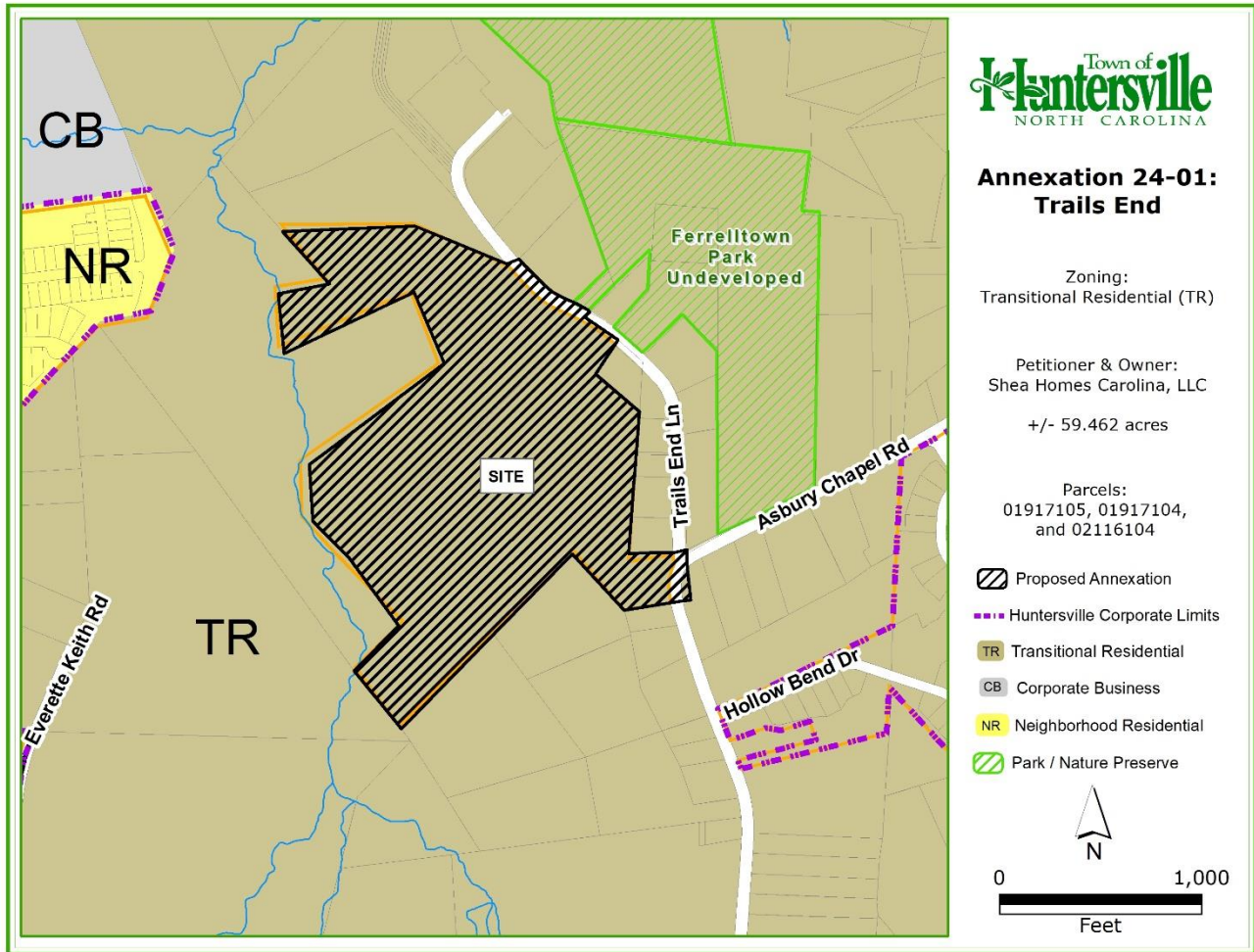
LEGAL DESCRIPTION (ANNEX 24-01)

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "M022" HAVING NORTH CAROLINA GEODETIC COORDINATES OF NORTH=1,450,482.55' AND EAST=597,698.95', THENCE N75°11'30"E FOR A DISTANCE OF 8,349.25' TO A ½" PINCHED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A ½" PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A ½" PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A ½" OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS 1)S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2)S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3)S59°13'04"E FOR A DISTANCE OF 127.36' TO A #5 REBAR FOUND 4)S66°44'41"E FOR A DISTANCE OF 37.99' TO A #5 REBAR FOUND 5)S66°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6)S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S62°58'24"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°43'30"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A ¾" OPEN TOP PIPE FOUND, THENCE S04°24'13"W FOR A DISTANCE OF 521.44' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 98.35' TO A ½" OPEN TOP PIPE FOUND, THENCE N88°46'29"E FOR A DISTANCE OF 106.16' TO AN AXLE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A ¾" OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°24'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A ¾" OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 564.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A ½" PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°50'24"W FOR A DISTANCE OF 256.20' TO A ½" OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A ½" OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A ½" PINCHED TOP PIPE FOUND, THENCE S65°15'44"W A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS.

LOCATION





Request for Board Action

March 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Recognize Downtown & Pottstown Stormwater Project grant. (Pattie McGinnis/Bobby Williams)

EXPLAIN REQUEST:

The Town of Huntersville was awarded a Building Resilient Infrastructure and Communities Grant (BRIC) of \$150,000. Appropriate BRIC Grant revenue (403431.9999.25023) for \$150,000 for consulting services related to the Town's Downtown Area Stormwater Asset Inventory and Analysis Project (405700.0321.25023).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Stormwater study grant

PROJECT: EMA-2022-BR-001-0047
CFDA: 97.047

**NORTH CAROLINA
BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES
CAPABILITY AND CAPACITY BUILDING GRANT AGREEMENT**

THIS BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PLANNING AGREEMENT (the Agreement) is entered into by and between the **State of North Carolina, Department of Public Safety** referred to as the "AGENCY/ GRANTEE"), and **the Town of Huntersville, North Carolina** (hereinafter referred to as the "RECIPIENT/ SUBGRANTEE").

WHEREAS, Congress authorized financial assistance to States and communities for pre-disaster mitigation activities; and

WHEREAS, the Federal Emergency Management Agency recognizes a need to provide States and communities with much needed source of pre-disaster mitigation funding for cost-effective hazard mitigation activities that are part of a comprehensive mitigation program, and that reduce injuries, loss of life, and damage and destruction of property; and

WHEREAS, the Department of Homeland Security and the Federal Emergency Management Agency issued the Notice of Funding Opportunity (NOFO) for the FY 2022 Building Resilient Infrastructure and Communities that makes federal funds available to states, US territories, eligible Indian Tribal governments, and local communities for pre-disaster mitigation activities; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. §166A-19 *et. seq.*, N.C.G.S. §166A-19.41(b)(2)a.3., N.C.G.S. §143B-1000; §203 and §322, 42 U.S.C. 5133 and 5165, respectively, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et seq.*, *as amended*, and the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 *et. seq.*, the Disaster Recovery Reform Act of 2018 (DRAA), *et. seq.*, and the National Flood Insurance Program, 42 U.S.C. 4011 *et. seq.* authorizes the relationship as described herein; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

The RECIPIENT/SUBGRANTEE shall fully perform the approved Fiscal Year

2022 Building Resilient Infrastructure and Communities Project, as described in the approved FEMA application as described in Attachment A, in accordance with the scope of work in the approved FEMA application, the estimate of costs indicated in the approved FEMA application, the applicable BRIC Notice of Funding Opportunity (NOFO), attached and incorporated by reference herein, and the terms and conditions of this Agreement. RECIPIENT/ SUBGRANTEE shall not deviate from the approved scope of work and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall comply with any and all applicable codes and standards in performing work funded under this Agreement and shall provide any appropriate maintenance and security for the project. The project costs were estimated by the RECIPIENT/SUBGRANTEE in the approved FEMA application. The final project costs will be determined according to the policies and procedures in the applicable Notice of Funding Opportunity (NOFO) for the Building Resilient Infrastructure and Communities program and the North Carolina Division of Emergency Management Standard Operating Procedure. **There will not be an increase in the awarded Approved Federal Share amount listed in Section 2(B) below. If final project costs exceed the Total Estimated Project Cost, these additional costs will be the responsibility of the RECIPIENT/SUBGRANTEE and will only increase the Estimated Non-Federal Share.**

(2) **FUNDING AND INSURANCE**

The AGENCY/GRANTEE shall provide Fiscal Year 2022 Building Resilient Infrastructure and Communities Program Funds for costs incurred in performing the Planning Project identified in the approved FEMA application as identified in Attachment A as follows:

A. Building Resilient Infrastructure and Communities Grant Program

	<u>Total Costs</u>
Total Estimated Project Cost:	\$210,000.00

B. Funding Sources

1. Approved Federal Share for EMA-2022-BR-001-0047	\$150,000.00
2. Estimated Non-Federal Share for EMA-2022-BR-001-0047	\$60,000.00

TOTAL FOR: EMA-2022-BR-001-0047	\$210,000.00
--	---------------------

Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq., *as amended*, and the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 et. seq.; the Disaster Recovery Reform Act of 2018 (DRAA), et. seq; the National Flood Insurance Program, 42 U.S.C. 4011 et. seq.; 2 C.F.R. Part 200; OMB Circular A-

87 if applicable, N.C.G.S. §166A-41(b)(2)b., and other applicable Building Resilient Infrastructure and Communities Program (BRIC) guidance.

If funding for the BRIC program project is used for an “infrastructure” project, all iron, steel, manufactured products, and construction materials used in the project must be produced in the United States. The RECIPIENT/SUBGRANTEE must also ensure that all contracts (including purchase orders) subject to the Build America Buy America Act (BABAA) include a required contract clause and self-certification of compliance pursuant to HMA Guidance, 2 C.F.R. 200.322, 2 C.F.R. Part 184, and OMB Memorandum M-24-02, *Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*.

If funding for the BRIC program project does not involve actual construction but instead involves only planning, engineering, or design work, the Build America Buy America Act (BABAA) does not apply as the project does not involve construction. However, if the project is part of an awarded phased BRIC project that later involves infrastructure construction or if the planning, engineering, or design work contemplates application for a future BRIC program project, the Build America Buy America Act (BABAA) will apply to any subsequent construction of a phased project or will be a requirement for any future BRIC program construction infrastructure project. All planning, engineering, and design work should account for the subsequent BABAA requirement in any planning, engineering, or design work as it applies to the particular project.

The RECIPIENT/SUBGRANTEE shall utilize Salesforce to obtain reimbursement funds under this Agreement. RECIPIENT/ SUBGRANTEE shall not receive funds under this Agreement if it does not submit the appropriate documentation. To receive funds under this Agreement, RECIPIENT/SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management BRIC Program Project Manager. As per Paragraph 12(c) of this Agreement, if RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE immediately and update the Designated Agent Form to continue receiving reimbursements.

To receive reimbursement funding under this Agreement, the Designated Agent shall sign and submit the appropriate documentation and forms in Salesforce. RECIPIENT/SUBGRANTEE shall complete the appropriate required fields in Salesforce Request for Reimbursement and submit supporting documentation and forward it to the appropriate Division of Emergency Management Hazard Mitigation Project Manager or Hazard Mitigation Specialist. AGENCY/ GRANTEE will reimburse RECIPIENT/SUBGRANTEE for eligible costs in increments of Five Hundred Dollars (\$500.00) or greater.

The final payment of funds will be made only after the project created pursuant hereto has been completed by the RECIPIENT/SUBGRANTEE and approved by the AGENCY/GRANTEE, submission of all required documentation and a request for final reimbursement.

(3) DUPLICATION OF BENEFITS PROHIBITION

In accordance with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. The RECIPIENT/ SUBGRANTEE shall notify the AGENCY/GRANTEE, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application, and of any entitlement to or recovery of funds from any other source for the Project costs, including, as applicable, Federal, State, local, and private funding. Allowable costs shall be reduced by the amount of duplicate sources available. The RECIPIENT/SUBGRANTEE shall be liable to the AGENCY/GRANTEE to the extent that the RECIPIENT/SUBGRANTEE receives duplicate benefits from any other source for the same purposes for which the RECIPIENT/ SUBGRANTEE has received payment from the AGENCY/GRANTEE.

The RECIPIENT/SUBGRANTEE shall immediately remit to the AGENCY/GRANTEE any duplication of benefits payment received by the RECIPIENT/ SUBGRANTEE. In the event the AGENCY/GRANTEE determines a duplication of benefits has occurred RECIPIENT/SUBGRANTEE hereby authorizes the Controller of the Department of Public Safety to take offset action against any other available funding due the RECIPIENT/SUBGRANTEE. In addition, RECIPIENT/SUBGRANTEE shall ensure, as a condition of funding under this Agreement, that all required Privacy Act releases and Duplication of Benefit paperwork is completed.

(4) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules regulations, executive orders, policies, procedures, and directives, including but not limited to, those identified in Attachments B, C, and D.

(5) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. This Agreement shall terminate three years after the effective date unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (11), (13) or (17) of this Agreement. The Period of Performance expires on **January 31, 2027**. All work must be completed by this date. All work must be completed by this date. Project costs and management costs incurred after the Period of Performance are not eligible for reimbursement.

(6) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(7) RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT

- (a) If applicable, RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", Subpart B "General Provisions."
- (b) If applicable, all financial and programmatic records, supporting documents statistical records and other records of RECIPIENT/SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200 and 9 NCAC Part 3M. All original records pertinent to this Agreement shall be retained by the RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report, whichever is later, with the following exception:
 - If any litigation, claim, or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved.
- (c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and other applicable laws and regulations.
- (d) The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

(8) REPORTS

- (a) The RECIPIENT/SUBGRANTEE shall provide monthly progress reports

through Salesforce to the AGENCY/GRANTEE, using the Progress Report Form. Progress Reports are due by the tenth of the following month. The approved FEMA application as described in Attachment A, incorporated by reference, includes the timeline and tasks for the work schedule.

In order to complete the project before the end of the period of performance established by FEMA in the FEMA award letter, RECIPIENT/SUBGRANTEE shall provide its Project Management Schedule to the AGENCY/GRANTEE that outlines RECIPIENT/SUBGRANTEE's plan for completion and that track and demonstrate completion of each task listed in the approved FEMA application by the timeframe listed in the approved FEMA application.

The Scope of Work and Budget are listed in the FEMA GO application and Attachment A. RECIPIENT/SUBGRANTEE shall provide its Budget and any budget revisions for the project and for managing the project to AGENCY/SUBGRANTEE. **As noted in Section 2(B) above, there will not be an increase in the awarded Approved Federal Share amount. If final project costs exceed the Total Estimated Project Cost, these additional costs will be the responsibility of the RECIPIENT/SUBGRANTEE and will only increase the Estimated Non-Federal Share.**

RECIPIENT/SUBGRANTEE shall provide a business plan to AGENCY/SUBGRANTEE regarding the method of procurement of contractors and subcontractors to implement the project in the approved application in accordance with 2 C.F.R. Part 200 and other applicable federal, state, and local requirements. RECIPIENT/SUBGRANTEE shall submit a copy of its Procurement Letter to AGENCY/GRANTEE that identifies the method of procurement and procurement policies and procedures for the procurement of its contractors. RECIPIENT/SUBGRANTEE shall provide AGENCY/GRANTEE copies of RECIPIENT's procurement document (Invitation For Bids, Request For Proposal, etc.), advertisement of the procurement, responses received, selected or awarded bid or contractor, and contracts.

RECIPIENT/SUBGRANTEE's Project Management Schedule and its Budget are due to AGENCY/GRANTEE forty-five (45) days from the date of execution of the grant agreement. The Project Management Schedule, Budget, Progress Reports, and other reports shall indicate the status and completion date for each project funded, any problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Interim inspections shall be scheduled by the RECIPIENT/SUBGRANTEE prior to the final

inspection and may be requested by the AGENCY/GRANTEE based on information supplied in the progress reports.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

- (b) RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with a closeout report on forms provided by the AGENCY/GRANTEE. The closeout report, all outstanding reimbursements requests, and all other financial, performance, and other reports as required by the terms and conditions of the Federal award and this Agreement are due no later than thirty (30) days after termination of this Agreement or upon completion of the activities contained in this Agreement or upon the expiration of the Period of Performance, whichever is earlier.
- (c) If all required reports or documentation and copies are not sent to the AGENCY/ GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/ GRANTEE may withhold further payments until they are completed or may take such other action as set forth in paragraph (11). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/ SUBGRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/ GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work contained in the FEMA GO Subapplication and Attachment A.
- (d) Upon request by the AGENCY/GRANTEE, the RECIPIENT/ SUBGRANTEE shall provide such additional program updates, documentation or information as may be required by the AGENCY/GRANTEE.

(9) MONITORING

The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in the FEMA GO Subapplication and Attachment A to this Agreement and incorporated by reference herein.

(10) LIABILITY

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.
- (c) RECIPIENT/SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION

- a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
 - 1. If any warranty or representation made by the RECIPIENT/SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants

contained in this Agreement or any previous agreement with the AGENCY/GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;
3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;
4. If the RECIPIENT/SUBGRANTEE has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work found in the FEMA GO Subapplication and Attachment A.
5. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.

(b) Upon the happening of an Event of Default, then the AGENCY/GRANTEE may, at its option, upon written notice to the RECIPIENT/SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the RECIPIENT/SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;
2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any other rights or remedies which may otherwise be available under law.
-
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.
 - (d) Termination for Convenience: If this contract contemplates deliveries or performance over a period of time, the AGENCY/GRANTEE may terminate this Agreement at any time by providing fifteen (15) days' notice in writing from the AGENCY/GRANTEE to the RECIPIENT/SUBGRANTEE. In that event, any or all finished or unfinished deliverables prepared by the RECIPIENT/SUBGRANTEE or its contractors or subcontractors under this Agreement shall, at the option of the AGENCY/GRANTEE, become its property. If the Agreement is terminated by the AGENCY/GRANTEE as provided in this section, the AGENCY/GRANTEE shall reimburse for those eligible items for which such option is exercised, less any payment or compensation previously made.
 - (e) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
 - (f) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
 - (g) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) NOTICE AND CONTACT

- (a) All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the

representative or designated agent(s) identified below and said notification attached to the original of this Agreement. If the RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE immediately and update the Designated Agent Form to continue receiving reimbursements.

- (b) The name and address of the AGENCY/GRANTEE for this Agreement is:

**NCEM Hazard Mitigation Section
Department of Public Safety
Division of Emergency Management
4238 MSC
Raleigh, NC 27699-4238**

- (c) The name and address of the Representative of the RECIPIENT/SUBGRANTEE (Designated Agent) responsible for the administration of this Agreement is:

**Mailing Address:
Anthony Roberts
Town of Huntersville
Town Manager
PO Box 664
Huntersville, NC 28070**

**Overnight Address:
Anthony Roberts
Town of Huntersville
Town Manager
PO Box 664
Huntersville, NC 28070**

If the RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE within 30 days and update the Designated Agent Form to continue receiving reimbursements.

(13) OTHER PROVISIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any

submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.

- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/ GRANTEE for any further or subsequent default by the RECIPIENT/ SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/ GRANTEE under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- (d) All National Flood Insurance Program documentation and repetitive loss information will bear the notice:

“The information contained in this document is legally privileged and confidential. Its use is protected under the Privacy Act of 1974, 5 U.S.C. § 552(a). Use of this information should be restricted to applicable routine use cited in the systems notice published in 56 FR 26415.”

(14) AUDIT REQUIREMENTS

- (a) If applicable, RECIPIENT/SUBGRANTEE shall provide the following completed documentation to the AGENCY/GRANTEE:
 - Subrecipient Authorized Representative;
 - State-Applicant Disaster Assistance Agreement;
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;

- Hard copies of Single Audit Reports within 60 days of close of fiscal year.

If the RECIPIENT/SUBGRANTEE fails to provide any of the documentation discussed or requested in this Agreement, the AGENCY/GRANTEE will be under no obligation to reimburse the RECIPIENT/SUBGRANTEE for eligible expenses.

- (b) The RECIPIENT /SUBGRANTEE agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT/SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, and applicable North Carolina laws, rules, and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 C.F.R. §200.339 the AGENCY/ GRANTEE may withhold or suspend payments under any grant award.
- (c) These records shall be available at all reasonable times for inspection, review, or audit by the N.C. State Auditor and other personnel duly authorized by the AGENCY/GRANTEE. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday.
- (d) The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/ GRANTEE with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (e) The RECIPIENT/SUBGRANTEE shall provide the AGENCY/ GRANTEE and the Office of the State Auditor with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE's response to all findings, including corrective actions to be taken.
- (f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/ SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with these applicable regulations and Agreement provisions

within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.

- (g) The RECIPIENT/SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report or as indicated in the applicable FEMA BRIC Notice of Funding Opportunity (NOFO), whichever is longer. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(15) SUBCONTRACTS

- (a) If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/ SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.
- (b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/ GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/ GRANTEE within ten (10) days of execution of said subcontract.
- (d) If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (e) Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(16) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(17) STANDARD CONDITIONS

The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions:

- (a) The State of North Carolina's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the N.C. General Assembly and is contingent upon U.S. Congress providing Building Resilient Infrastructure and Communities (BRIC) funds for projects.
- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.
- (c) If RECIPIENT/SUBGRANTEE requires an extension of the current Period of Performance (POP) for this project, then RECIPIENT/SUBGRANTEE must prepare and submit a Request For Extension to the State Hazard Mitigation Officer no later than ninety (90) days prior to the expiration of the POP for this award. The Request for Extension must be on letterhead, provide all the required information outlined in the applicable FEMA Notice of Funding Opportunity (NOFO) and signed by the Designated Agent.
- (d) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters, or other material subject to the provisions of the N.C. General Statutes and made or received by the Contractor/RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(18) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully herein.
- (b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- (c) This Agreement includes the following attachments or documents incorporated by reference as if fully set out herein:

1.	Attachment A	Approved Project Budget & Scope of Work
2.	Attachment B	Program Statutes and Regulations
3.	Attachment C	Lobbying Prohibition/Self Certification/BABAA Certification
4.	Attachment D	Statement of Assurances

5. Attachment E Special Conditions

(19) FUNDING/CONSIDERATION

All funds shall be requested through the appropriate forms and electronic platform (i.e., Salesforce) that are provided by the AGENCY/GRANTEE.

(20) LOBBYING PROHIBITION

No funds or other resources received from the State in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. The RECIPIENT/SUBGRANTEE shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, the RECIPIENT/SUBGRANTEE must sign and submit to the State the Certification Regarding Lobbying, attached as **Attachment C**, and incorporated by reference herein.

Refer to Attachment C for additional terms and provisions relating to lobbying.

(21) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement. Pursuant to the North Carolina Emergency Management Act, N.C.G.S. §166A-19.41(b)(2)a.3.; §203 and §322, 42 U.S.C. 5133 and 5165, respectively, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq., *as amended*, the Disaster Mitigation Act of 2000, 42 U.S.C. 5131 et. seq.; The Disaster Recovery Reform Act of 2018, et seq.; the National Flood Insurance Program, 42 U.S.C. 4011 et. seq.; 44 C.F.R. Parts 201 and 206; communities are eligible to apply for Building Resilient Infrastructure and Communities Grant Program (BRIC). Communities on probation or suspended under 44 C.F.R. Part 60 of the NFIP are not eligible.

(22) ASSURANCES

The RECIPIENT/SUBGRANTEE shall execute and comply with the Statement of Assurances incorporated as Attachment D.

(23) SPECIAL CONDITIONS

- (a) The RECIPIENT/SUBGRANTEE shall comply with the special conditions set forth in Attachment E, attached hereto and incorporated by this reference.
- (b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment E or the program statutes and regulations in Attachments B and D of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

(24) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/SUBGRANTEE shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but not be limited to, 44 C.F.R. 201.6, 44 C.F.R. 201.3, and NCGS 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

(25) PROCUREMENTS AND CONTRACTS

RECIPIENT/SUBGRANTEE shall follow all federal, state, and local procurement laws including but not limited to those provisions found in 2 C.F.R. §200.318-327. RECIPIENT/SUBGRANTEE shall include the required contract provisions referenced in 2 C.F.R. §200.327 and found in Appendix II to Part 200 in all procurements and contracts.

(26) FEMA GO SUBAPPLICATION INCORPORATED BY REFERENCE

All terms, provisions, and agreements set forth in the FEMA GO Subapplication (except to the extent explicitly modified herein) are incorporated herein by reference with the same force and effect as though fully set forth herein.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the 8/10/2024 | 07:08:43 EDT

WITNESS:

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY
Signed by:
William C. Ray
BY: 8ED1045C30740F
WILLIAM C. RAY
DIRECTOR & DEPUTY HOMELAND SECURITY
ADVISOR
DIVISION OF EMERGENCY MANAGEMENT
DATE 8/9/2024 | 20:37:44 EDT

WITNESS:

Signed by:
Casandra Hoekstra
BY: 8ED47490CE08411
CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE 8/10/2024 | 07:08:43 EDT

WITNESS:

Signed by:
Anthony Roberts
BY: CC28A48182A5435...
ANTHONY ROBERTS
TOWN MANAGER
TOWN OF HUNTERSVILLE
FEDERAL EMPLOYER I.D. # 56-6001252
DATE 8/9/2024 | 16:03:39 EDT

APPROVED AS TO PROCEDURES:
Signed by:
Sharon Marsalis
BY: 8C1C05E037E5941C
SHARON MARSALIS Ph.D., BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE 8/9/2024 | 11:15:43 EDT

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY ADMINISTRATION OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

DocuSigned by:
Will Polk
BY: 89E06A3C9A72449 8/8/2024 | 18:52:08 EDT
DEPUTY GENERAL COUNSEL

A-1
ATTACHMENT A

BUDGET AND SCOPE OF WORK

RECIPIENT/SUBGRANTEE shall implement the FY 2022 Building Resilient Infrastructure and Communities Grant Program Plan activity summarized below and as described in the approved Subapplication (EMA-2022-BR-001-0047) in FEMA GO. That Subapplication is incorporated by reference into this Agreement. The AGENCY/GRANTEE shall reimburse eligible costs according to the following expenditures:

A. Building Resilient Infrastructure and Communities Grant Program

	<u>Total Costs</u>
Total Estimated Project Cost:	\$210,000.00

The Total Estimated Project Cost is an estimate only. The final project costs will be determined according to the policies and procedures in the applicable Notice of Funding Opportunity (NOFO) for the Building Resilient Infrastructure and Communities program and the North Carolina Division of Emergency Management Standard Operating Procedure. **There will not be an increase in the awarded Approved Federal Share amount listed in Section B below. If final project costs exceed the Total Estimated Project Cost, these additional costs will be the responsibility of the RECIPIENT/SUBGRANTEE and will only increase the Estimated Non-Federal Share.**

B. Funding Sources

1. Approved Federal Share for EMA-2022-BR-001-0047	\$150,000.00
2. Estimated Non-Federal Share for EMA-2022-BR-001-0047	\$60,000.00
TOTAL FOR: EMA-2022-BR-001-0047	\$210,000.00

A-2**Scope of Work Summary**

The Town of Huntersville will utilize project funds to complete a project prioritization list and BCA report resulting from a risk and vulnerability assessment. These will be delivered in accordance with the Scope of Work, Budget, and Schedule outlined in the BRIC2022 Subapplication (EMA-2022-BR-0001-0047) titled “Huntersville Downtown Stormwater Master Plan” in FEMA GO. This Subapplication is incorporated into this Agreement by reference.

The following project budget items are approved:

Approved Project Budget Item	Amount
Consultant Fee(s)	\$210,000.00
Total Project Costs	\$210,000.00

Federal Share	Non-federal Share	SRMC	Total Project Cost	Status
\$150,000.00	\$60,000.00	\$0.00***	\$210,000.00	Approved

***SRMC (100 percent Federal Cost Share) was not included with this project. Any management costs provided with the award will be cost-shared per the FEMA GO Subapplication.

Total Project Deliverables:

See approved budget items above and the BRIC2022 Subapplication (EMA-2022-BR-001-0047) titled “Huntersville Downtown Stormwater Master Plan” in FEMA GO that has been incorporated into this Agreement by reference. The Subapplication contains the deliverables and timelines the RECIPIENT/SUBGRANTEE will be expected to deliver and abide by. Both the deliverables and timelines were provided by the RECIPIENT/SUBGRANTEE as part of the Subapplication.

B-1

ATTACHMENT B

PROGRAM STATUTES AND REGULATIONS

The North Carolina Division of Emergency Management as administrators of this Building Resilient Infrastructure and Communities Grant are governed by the following statutes, regulations, procedures, and policies:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et. seq.;
- (2) 44 C.F.R. Parts 7, 9, 18, 25, 60, 201, 206, 44 C.F.R. Part 209, 2 CFR Part 180, 2 C.F.R. Part 200, and any other applicable FEMA policy memoranda and guidance documents;
- (3) Chapter 166A of the N.C. General Statutes, N.C.G.S. § 166A-19 et. seq., “The N.C. Emergency Management Act”;
- (4) State of North Carolina Administrative Plan and policies and procedures of the N.C. Division of Emergency Management;
- (5) The applicable Department of Homeland Security, Federal Emergency Management Agency Notice of Funding Opportunity (NOFO) for BRIC;
- (6) All applicable laws and regulations delineated in Attachments D&E of this Agreement;
- (7) All applicable laws, ordinances, codes, rules, regulations, licensing requirements, and other regulatory matters that are applicable to the work performance under this Agreement, including those of federal, state and local agencies having appropriate jurisdiction.

**C-1
ATTACHMENT C**

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUB-RECIPIENT/SUBGRANTEES shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The RECIPIENT/SUBGRANTEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

RECIPIENT/SUBGRANTEE

Signed by:
BY: Anthony Roberts 8/9/2024 | 16:03:39 EDT
CC26A48182A5435...

Anthony Roberts
 Town of Huntersville

C-2

Build America, Buy America Act Self-Certification for Contracts and Subcontracts

For FEMA financial assistance programs subject to Build America, Buy America Act (BABAA), contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

The undersigned certifies, to the best of their knowledge and belief, that:

BABAA requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ (Project Name and Location) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], _Name/Title_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor’s or Subcontractor’s] Authorized Official

Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

Date

D-1
ATTACHMENT D

STATEMENT OF ASSURANCES

The RECIPIENT/SUBGRANTEE hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the BRIC application to FEMA, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/ SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.
- (d) It will comply with and conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 2 C.F.R. Part 200, and applicable North Carolina laws, rules, and regulations. Additionally, the RECIPIENT/ SUBGRANTEE shall comply with the requirements related to audits and financial management pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq. and shall provide the documentation discussed below and requested under this Agreement. RECIPIENT/ SUBGRANTEE must provide a hard copy of the Single Audit Act Report within sixty (60) days of the close of its fiscal year. Otherwise, 2 C.F.R. 200.339, the AGENCY/SUBGRANTEE may withhold or suspend payments under any grant award. Failure to provide such documentation or to comply with said requirements shall terminate any obligation on behalf of the AGENCY/GRANTEE to reimburse the RECIPIENT/SUBGRANTEE for eligible expenses.

D-2

(e) Where applicable, it will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq. – In accordance with 29 CFR 5.5(b)(1)-(4):

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section; and
- (2) **Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.,** requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (3) **Davis Bacon Act.** The Davis-Bacon and Related Acts (Davis-Bacon Act) require the payment of prevailing wages on certain federally funded or funded construction activities. **The Davis-Bacon Act does not apply to HMA programs, including BRIC, as it is not required by the programs' authorizing statutes.** However, Davis-Bacon Act compliance may be required if HMA funds are used in conjunction with another federal agency's grant, such as Community Development Block Grant Disaster Recovery funding from the Department of Housing and Urban Development or if required by local, tribal, and territorial government laws.
- (4) National Environmental Policy Act of 1969, 42 U.S.C. §4321; et. seq.; EO11991; EO12148; Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et. seq.; Section 176(c) of the Clean Air Act of 1955, 42 U.S.C. §7401 et. seq.; Safe Drinking Water Act of 1974, 42 U.S.C. §300f et. seq.; Endangered Species Act of 1973, 16 U.S.C. §1532 et. seq.; Wild and Scenic Rivers Act of 1968, 16 U.S.C. §1271 et. seq.
- (5) Section 106 of the National Historic Preservation Act of 1966, 54 U.S.C. 306108 (former 16 U.S.C. §470 et. seq.); EO11593; Archaeological and Historic Preservation Act of 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. §469a-1 et. seq.).
- (6) **Clean Air Act, 42 U.S.C. 7401 et. Seq.** The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the RECIPIENT/SUBGRANTEE and understands and agrees that the RECIPIENT/SUBGRANTEE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal

assistance provided by FEMA.

Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the RECIPIENT/SUBGRANTEE and understands and agrees that the RECIPIENT/SUBGRANTEE will, in turn, report each violation as required to assure notification to the AGENCY/GRANTEE, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

- (7) **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by RECIPIENT/SUBGRANTEE. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to RECIPIENT/SUBGRANTEE, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(f) During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees it will comply with:

- (1) The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual 7 See 2 C.F.R. Part 200, Appendix II, § C. Contract Provisions Guide 11 orientation, gender identity, or national origin. Such action shall include,

but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The RECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the RECIPIENT/SUBGRANTEE's legal duty to furnish information.

(4) The RECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The RECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The RECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The RECIPIENT/SUBGRANTEE further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the RECIPIENT/SUBGRANTEE so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The RECIPIENT/SUBGRANTEE agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The RECIPIENT/SUBGRANTEE further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- (2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the RECIPIENT/SUBGRANTEE, this assurance shall obligate the RECIPIENT/SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- (3) Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis of race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age); Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. 794 (prohibiting discrimination on the basis of handicap); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended;

- (4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
- (g) The RECIPIENT/SUBGRANTEE agrees to comply with **Titles I, II, III, IV and V of the Americans With Disabilities Act of 1990** (prohibiting discrimination on the basis of disability).
- (h) **The Copeland “Anti-Kickback” Act.** Contractor. RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

Subcontracts. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- (i) It will comply with the provision of the Hatch Act, as amended, 5 U.S.C. 1501 et. seq. and 7324 et. seq. which limits the political activity of employees.
- (j) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-156, 87 Section 975, approved December 31, 1973, as amended, 42 U.S.C. 40001 et. seq. Further, Section 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "uniform Federal Accessibility Standards," (UFAS) 24 C.F.R. Part 40 for residential structures, <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>. The RECIPIENT/SUBGRANTEE will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- (l) The RECIPIENT/SUBGRANTEE will comply with applicable N.C. General Statutes when negotiating contracts for services.
- (m) It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and has adopted and is enforcing a policy of enforcing applicable State and federal laws against physically barring entrance or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction in accordance with section 519 of Public Law 101-144 of the 1990 HUD Appropriations Act.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91-616) as amended, 21 U.S.C. 1101 et. seq.) relating to nondiscrimination on the basis of drug abuse;
- (p) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. 4541 et. seq.) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- (q) It will comply with 523 and 527 of the Public Health Service Act of 1912 “(42 U.S.C. 290 dd-3 and 290 ee-3)”, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (r) It will comply with Chapter 63 of Title 42, Lead-Based Paint Poisoning Act “(42 U.S.C. 4821 et seq.)” which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;
- (s) It will comply with the **Energy Policy and Conservation Act, 42 U.S.C. §6291 et. seq.**
- (t) In the performance of this Agreement, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-

designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. See also 2 C.F.R. 200.323.

(u) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information

about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

- (v) **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- (w) The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The RECIPIENT/SUBGRANTEE shall include this provision in any subcontracts.

- (x) RECIPIENT/SUBGRANTEE certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
- (2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,
- (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (y) RECIPIENT/SUBGRANTEE further agrees that it will include the above certifications, without modification, in all lower tier contracts and in all solicitations for lower tier contracts.
- (z) **No Governmental Non-Competes.** RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Agreement the RECIPIENT/SUBGRANTEE affirms this condition. This affirmation is a material condition for the State's award of any work under this Agreement.
- (aa) **Program Monitoring.** RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by the State such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- (bb) **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.
- (cc) **Women and Minority Owned Businesses.** 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.
- (dd) **Personnel.** RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by

RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

(ee) **Program Fraud and False or Fraudulent Statements or Related Acts.**

RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

(ff) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

**E-1
ATTACHMENT E**

SPECIAL CONDITIONS

This agreement shall be executed by the RECIPIENT/SUBGRANTEE, and returned to the AGENCY/GRANTEE at the following address:

**NCEM Hazard Mitigation Section
Department of Public Safety
Division of Emergency Management
4238 MSC
Raleigh, NC 27699-4238**

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/SUBGRANTEE.

**Mailing Address:
Anthony Roberts
Town of Huntersville
Town Manager
PO Box 664
Huntersville, NC 28070**

**Overnight Address:
Anthony Roberts
Town of Huntersville
Town Manager
PO Box 664
Huntersville, NC 28070**



Request for Board Action

March 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brian Richards, Planning Director

Subject: Petition #R24-11, DDRTC Birkdale Village Rezoning Request

EXPLAIN REQUEST:

Consider decision on Petition #R24-11, a request by DDRTC Birkdale Village, LLC 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:

Consider decision on Petition #R24-11

FINANCIAL IMPLICATIONS:

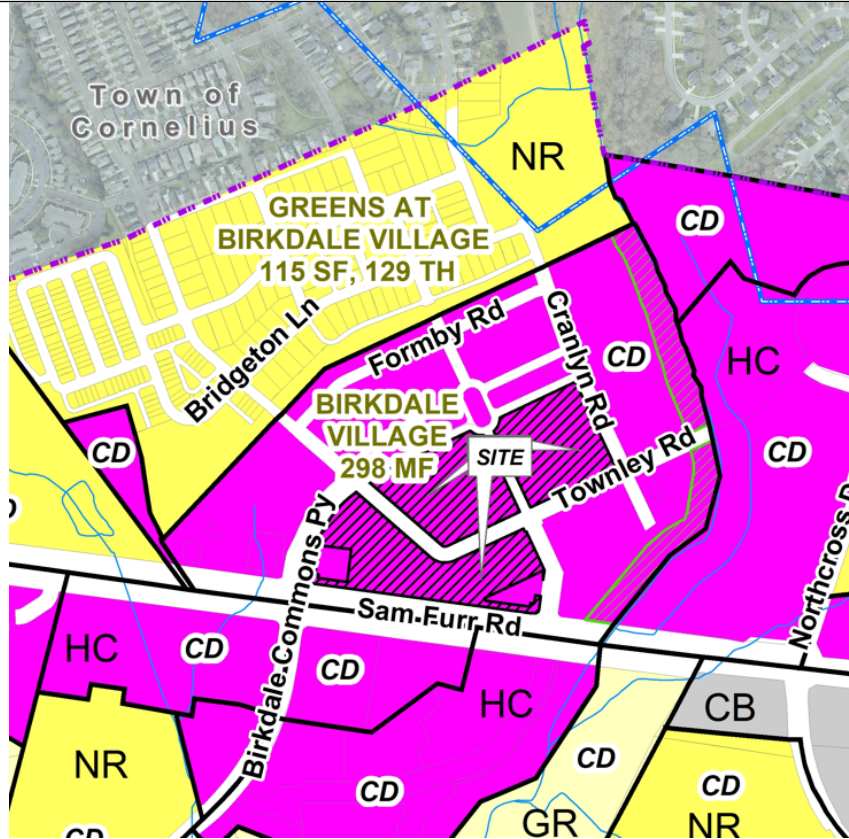
N/A

ATTACHMENTS:

1. R24-11 TB Staff Report
2. A - R24-11 Birkdale Village Rezoning Application
3. B - R24-11 Rezoning Plan v3
4. C - Birkdale Community Meeting Report 1.23.25
5. D - CMS Student Generation
6. E - Building Facade Perspectives 12-10-24
7. F - R24-11_Eng Attachment_Final Action_2025 0303

Petition R24-11 Birkdale Village

PART 1: PROJECT SUMMARY



Applicant: DDRTC Birkdale Village, LLC

Property Owner: DDRTC Birkdale Village, LLC

Property Address: 8725 Townley Dr

Project Size: (+/-) 12.36 acres

Parcel Numbers: 00537157, 00537197 & 00537329

Current Zoning: Highway Commercial Conditional District (HC-CD)

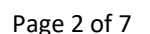
Current Land Use: Multifamily, Commercial, Office.

Proposed Zoning: Highway Commercial Conditional District (HC-CD)

Proposed Land Use: 150 Multifamily Units, 26,715 sf Commercial, 175,000 sf Office, and a 125 Room Hotel.

1. Purpose: Rezone 12.36 acres at the intersection of Townley Dr and Lindholm Dr. from Highway Commercial Conditional District (HC-CD) to Highway Commercial Conditional District (HC-CD) for up to 150 Units Multifamily Units, 125 Room Hotel, 175,000 sf Office, and 26,715 sf Commercial.
2. Adjoining Zoning and Land Uses.
 - North: Neighborhood Residential – Greens at Birkdale Village Subdivision.
 - South: Highway Commercial – Birkdale & Birkdale Landing Developments
 - East: Highway Commercial – North Pointe Office Park.
 - West: Neighborhood Residential – Greens at Birkdale Village Subdivision.
3. A neighborhood meeting was held on December 16, 2024, and the questions asked by residents and the responses from the applicants are summarized in the Community Meeting Report (see Attachment C).
4. Birkdale Village was originally rezoned in 1996 (R96-07) and has had two revisions (R97-23 & R01-03). A Major Sketch Plan revision was approved in 2021.
5. Notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Sam Furr Rd and inside of Birkdale Village.

- Removal of two existing buildings and construction of three new buildings. A proposed Office (7 story, 175,000 sf, 100' height), a proposed Multifamily Building (6 story, 150 Unit, 85' height), and a hotel (7 story, 125 room, 80' height). See site plan image below. A total of 26,715 sf of Commercial will be constructed on the ground floor of these buildings.
- Replacement of Two Existing parking decks with two new parking decks. Deck A (7 story, 537 spaces, 85' height) and Deck B (4 story, 291 spaces, 55' height). There will be an overall increase of 556 parking spaces (2,487 total for Birkdale Village – 2,039 are required to meet Article 5). Currently there are 1,931 parking spaces.
- The new buildings and parking decks are requesting a modification to exceed the current height limit allowed by the Zoning Ordinance (Article 4 - Urban Workplace 48').



- Urban Open Space is being provided by the existing McDowell Creek Greenway (4.62 acres) and a Promenade (0.16 acres). There are 2.2 acres of Common Open Space. All are existing and there are no changes proposed.
- There will be no impacts to the existing tree canopy or specimen tree count as part of this rezoning.
- There are no identified Heritage Trees on site.
- Building elevations for the proposed structure have been submitted. Architectural renderings have been provided (Attachment E).
- The applicant has requested a 5-year vesting period for the Rezoning Plan. The Zoning Ordinance currently offers a 2-year vesting period (Article 2.2.3).
- Planning, Transportation, and Storm Water Engineering staff have minor rezoning plan comments outstanding that need to be addressed prior to final plan approval.

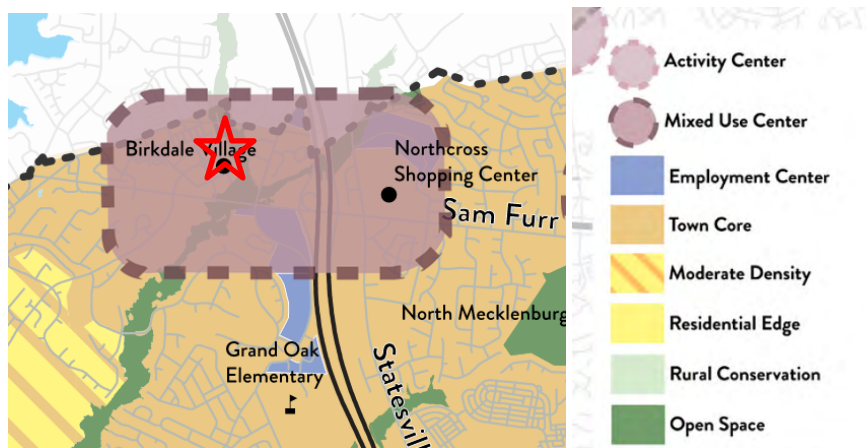
PART 3: TRANSPORTATION ISSUES

See Attachment F – Town Engineering Rezoning Comment Summary

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan



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

- **Policy LU 2.1:** Higher intensity residential uses will be focused generally within 2 miles of the I77/NC115 corridor and future activity centers in the eastern and western areas of Huntersville zoning jurisdiction.
- **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.

- **Policy LU 7.1:** Require all new development to adhere to the following design principles: In Mixed Use Centers, Activity Centers, Town Core, and Moderate Density Areas, Streets and sidewalk are meant to be attractive and inviting. New development in these areas shall follow these principles:
 - In Mixed-Use Centers, Activity Centers, Town Core, and Moderate Density Areas, streets and sidewalks are meant to be attractive and inviting. New development in these areas shall follow these principles:
 - All buildings shall front a public street or open space.
 - Streets should be connected, have short blocks and sidewalks on both sides of streets.
 - Improve connectivity, particularly for pedestrians and vehicles.
 - Parking lots, if required, should be predominately located behind buildings screened from view and larger lots should be broken by buildings and or landscape features.
 - In lower intensity areas (including MD, RE, RC, CW) preservation of rural character and natural resources are prioritized.
 - In these areas, structures can be set back further from the road and should blend into the landscape and the scenic nature of roadways should be preserved.
- **Policy LU 8.1:** Continue to emphasize form and flexibility in development regulations for these areas.
 - The current zoning ordinance has basic form based standards with flexibility built-in. Key elements include allowing multiple types of land uses, a mix of uses, minimal setbacks, and parking requirements.
- **Policy LU 8.2:** Evaluate and strengthen incentives to encourage the achievement of higher design standards. Consider incentives that allow applicants to demonstrate excellence in design and exceptional public benefit for projects in key areas.
 - Offer flexibility using performance standards, guided by the design principles.
 - Specify intended outcomes and how site or building-specific design solutions can better achieve desired outcomes.
 - Evaluate incentives periodically to determine their value given shifting market and neighborhood conditions.
 - Incentives that could include:
 - Modification of height limit.
 - Increase in percent of allowable attached residential.
 - Reduced parking requirements.
 - Reduced buffer yard requirements
- **Policy 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.

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

- **Policy LU 5.1:** Allow for more intense development only where transportation infrastructure and utilities already exist. Staff Comment – NCDOT widening project will not begin until 2026. The widening project will most likely not align with the construction schedule for Birkdale.
- **Policy LU-11: Protect Existing Housing Stock.**
 - **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.

- Promote quality design and neighborhood improvements including increasing access to parks and recreation and mobility options.
- Encourage coordination with neighborhoods to address infrastructure needs such as sidewalks and drainage.
- **LU 11.2:** Along existing streets, encourage new buildings to respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: “in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

1. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.

STAFF COMMENT:

The proposed rezoning for the Birkdale Village is generally consistent with envisioned uses and development pattern set forth in the 2040 Community Plan.

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

STAFF COMMENT:

- A Transportation Impact Analysis was not required – see Part 3 of this report.
- Charlotte Water currently provides service to the site.
- CMS Student Generation Report (Attachment D)

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

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, historical, or cultural resources.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R24-11, Birkdale Village Staff recommends approval if all outstanding Staff comments are addressed. A modification for building height be granted to accommodate for the mixture of land uses and parking garages. Additionally, the applicant agrees to accommodate for the planned pedestrian bridge over NC 73 (Sam Furr Rd) and participates in the Townley Road bridge project. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 2.1, LU 6.1, LU 7.1, LU 8.1, LU 8.2, and EV 1.2.

It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing was held on February 4, 2025.

PART 7: PLANNING BOARD RECOMMENDATION

G. Baber made the motion: In considering the proposed rezoning application, R24-11, Birkdale Village, the Planning Board recommends denial based on the plan not being consistent with Land Use (LU) 5.1, LU 11.1, LU 11.2, LU 12.3 of the 2040 Huntersville Community Plan. It is not reasonable and in the public interest to approve the rezoning plan because there is not adequate

transportation infrastructure to accommodate the plan, nor does the plan fit the scope and character of the neighborhood. T. Loomis seconded the motion. The motion passed (4-3) with J. Snyder, J. Wright, and M. Pollard opposed.

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for March 18, 2025.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- A – Rezoning Application
- B – R24-11 Rezoning Plan v3
- C – Community Meeting Report (December 16, 2024)
- D – CMS Student Generation
- E – Building Facade Perspectives
- F – Engineering Rezoning Comment Summary

PART 10: CONSISTENCY STATEMENT – R24-11 Birkdale Village

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R24-11, Birkdale Village Staff recommends approval if all outstanding Staff comments are addressed. A modification for building height be granted to accommodate for the mixture of land uses and parking garages. Additionally, the applicant agrees to accommodate for the planned pedestrian bridge over NC 73 (Sam Furr Rd) and participates in the Townley Road bridge project. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 2.1, LU 6.1, LU 7.1, LU 8.1, LU 8.2, and EV 1.2. <u>It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan.</u>		APPROVAL: In considering the proposed rezoning application R24-11, Birkdale Village, 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, R24-11, Birkdale Village, the Planning Board recommends denial based on the plan not being consistent with Land Use (LU) 5.1, LU 11.1, LU 11.2, LU 12.3 of the 2040 Huntersville Community Plan. It is not reasonable and in the public interest to approve the rezoning plan because there is not adequate transportation infrastructure to accommodate the plan, nor does the plan fit the scope and character of the neighborhood.	DENIAL: In considering the proposed rezoning application R24-11, Birkdale Village, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

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

1. Application Type

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

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

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

2. Project Data

Date of Application 10/28/2024

Name of Project Birkdale Village Rezoning Phase # (if subdivision) _____

Project Address 8710 Lindholm Drive, Huntersville NC 28078

Parcel Identification Number(s) (PIN) 00537157, 00537197, 00537329

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

Property Size (acres) 12.36 Street Frontage (feet) _____

Current Land Use Commercial

Proposed Land Use(s) Commercial, Hotel, Office, Multifamily

Is the project within Huntersville's corporate limits?

Yes x No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

The request is to amend the existing rezoning plans for Birkdale Village so that the owner can develop a 125 room hotel,

150 multifamily units, 26,715 sf of retail, and 122,300 sf of office space.

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 DDRTC Birkdale Village, LLC Phone 404-946-0939
☐ 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 Authorized Agent Email Mike.Lant@NAProperties.com

Address of Applicant 1175 Peachtree Street, Suite 1650, Atlanta Georgia 30361

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

Contact Information

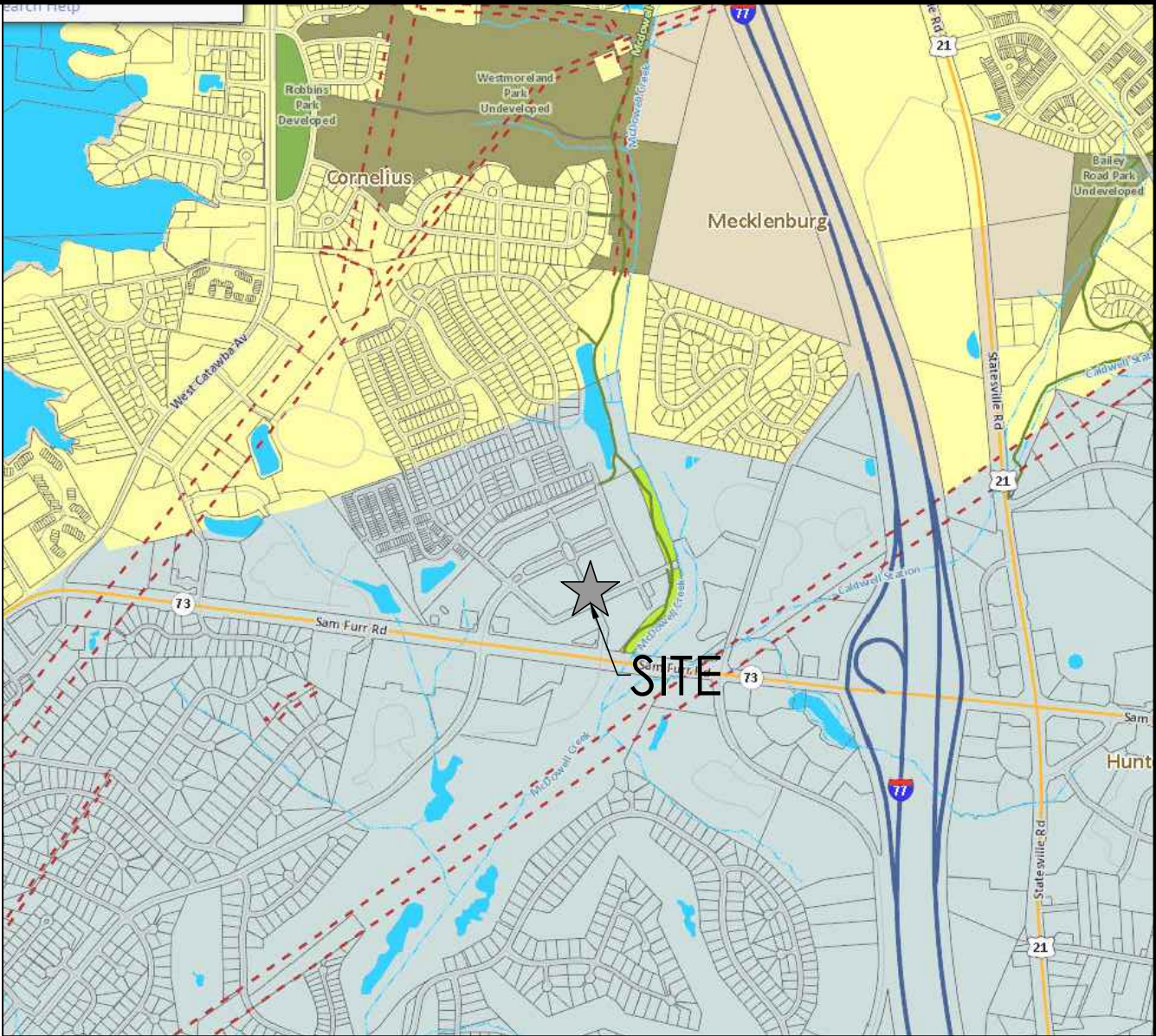
Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	https://www.huntersville.org/228/Planning-Department

Sheet List Table	
Sheet Number	Sheet Title
Z01	COVER
Z02	SURVEY-EXISTING FEATURES
Z02.1	SURVEY-EXISTING FEATURES
Z02.2	SLOPE ANALYSIS
Z03	REZONING PLAN
Z03.1	BMP IMPERVIOUS EXHIBIT
Z04	PRELIM GRADING PLAN
Z05	PRELIM LANDSCAPE PLAN

REZONING PLAN PACKAGE
PROPOSED
BIRKDALE VILLAGE REZONING
HUNTERSVILLE, MECKLENBURG COUNTY, NC

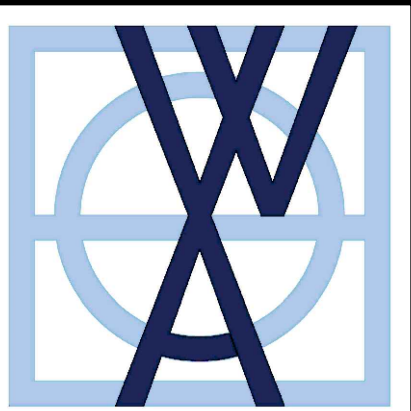
ACCELA #CSP-500045 (R24-11)

OWNER/DEVELOPER:
DDRTC BIRKDALE VILLAGE, LLC
8712 LINDHOLM DR SUITE 206
HUNTERSVILLE, NC 28078
PH: (404) 946-0939



VICINITY MAP
SCALE: N.T.S.





**W&A
ENGINEERING**

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

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

NC ENGINEERING BOARD
LICENSE # P-2743
NC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # C-614
SC ENGINEERING BOARD
LICENSE # CCM 7055
SC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # LAF 477



BIRKDALE VILLAGE REZONING
PIN #00537157, 00537197, 00537329
LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078

COVER

REVISIONS:



Know what's below.
Call before you dig.

CONTROL #108
N=622,187.962'
E=1,439,768.273'
EL:734.95'
MAG NAIL

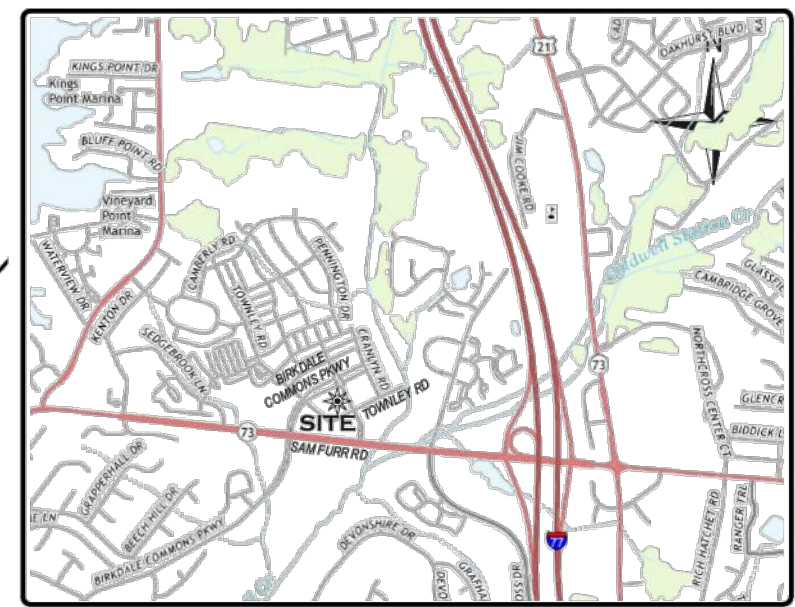
BIRKDALE COMMONS PARKWAY
37.5' WIDE PUBLIC R/W (MB 33 PG 319 & MB 34 PG 795)

346.32'

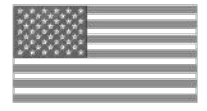
CONTROL #116
N=622,291.463'
E=1,440,090.441'
EL:731.02'
DRILL HOLE

CONTROL #119
N=622,349.426'
E=1,440,193.545'
EL:731.46'
DRILL HOLE

CONTROL #112
N=622,349.882'
E=1,440,301.896'
EL:731.32'
DRILL HOLE (PROPERTY CORNER)



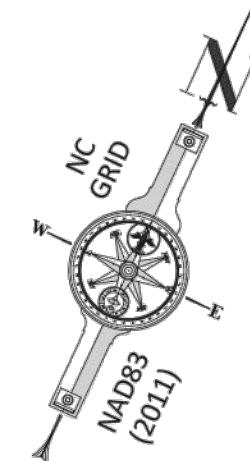
VICINITY MAP (NO SCALE)



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	688.95'	125.68'	125.68'	N 59°17'40" E
C2	70.50'	64.32'	62.11'	S 74°17'30" E
C3	20.50'	24.07'	22.71'	N 82°40'38" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 64°45'52" W	3.49'

N/F
DDRTC BIRKDALE VILLAGE, LLC
PIN #005-371-97
DB 21859 PG 546
LOT 6, MB 33 PG 319 &
MB 34 PG 795
ZONED: HC(CD)
8711 - 8715 LINDHOLM DR.
16735 - 16739 CRANLYN RD.
8805 - 8825 TOWNLEY RD.
16916 - 16952 BIRKDALE COMMONS PKWY.



LINE LEGEND

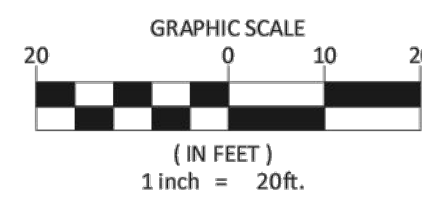
---	PROPERTY BOUNDARY
---	ADJACENT BOUNDARY (NOT SURVEYED)
---	PROPERTY BOUNDARY TIE LINE ONLY
---	RIGHT OF WAY LINE
---	EASEMENT LINE
---	CURB AND GUTTER
---	STORM DRAIN PIPE
---	HAND RAIL
---	SANITARY SEWER PIPE
---	FIBER OPTIC MARKOUT
---	TELECOMMUNICATIONS MARKOUT
---	TELEVISION MARKOUT
---	UNDERGROUND ELECTRIC MARKOUT
---	GAS MARKOUT
---	WATERLINE MARKOUT
---	UNKNOWN UTILITY

SYMBOL LEGEND

●	REBAR FOUND (RFB)
✕	DRILL HOLE FOUND (DHF)
⊙	MAG NAIL FOUND (MNF)
⊙	MAG NAIL SET (MNS)
△	CALCULATED POINT (CP)
⊙	SURVEY CONTROL POINT
⊙	AIR CONDITIONER
⊙	POSTAL MAILBOX
⊙	GAS METER
⊙	GAS VALVE
⊙	SANITARY CLEAN OUT
⊙	SANITARY MANHOLE
⊙	WATER METER
⊙	WATER VALVE
⊙	FIRE HYDRANT
⊙	FIRE DEPARTMENT CONNECTION
⊙	BACKFLOW PREVENTER
⊙	TELEPHONE HAND HOLE
⊙	TELEPHONE BOX
⊙	COMMUNICATIONS HAND HOLE
⊙	CABLE TV BOX
⊙	ELECTRIC HAND HOLE
⊙	ELECTRIC BOX
⊙	ELECTRIC TRANSFORMER
⊙	ELECTRIC METER
⊙	LIGHT POLE
⊙	STORM MANHOLE
⊙	CURB INLET
⊙	DRIP INLET
⊙	AREA DRAIN
⊙	STORM CLEAN OUT
⊙	END OF INFORMATION
⊙	LINE CONTINUES

ABBREVIATIONS

DB	DEED BOOK
MB	MAP BOOK
PG	PAGE
N/F	NOT OR FORMERLY
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
AC	ACRES
EX	EXISTING



PLAT SHOWING A
BOUNDARY &
TOPOGRAPHIC SURVEY

PREPARED FOR:
DDRTC BIRKDALE VILLAGE, LLC
LOT 5, BIRKDALE VILLAGE - MAP 1
(MAP BOOK 34 PAGE 795)
TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY
NORTH CAROLINA
DEED REFERENCE: DB 21859, PG 546
TAX PARCEL ID #005-371-57

GUISEWHITE PROFESSIONAL
LAND SURVEYING, PC

GPLS

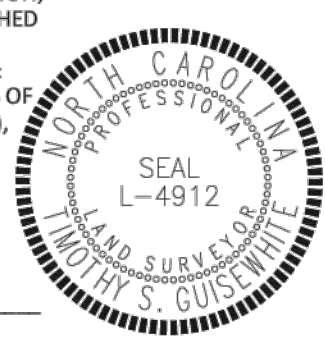
P.O. BOX 680388
CHARLOTTE, NC 28216
(704) 530-1700 NC FIRM #C-4411

NOTES:

1. THIS PLAT IS NOT INTENDED FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. GUISEWHITE PROFESSIONAL LAND SURVEYING, PC DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
3. ALL CORNERS MONUMENTED AS SHOWN.
4. BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
5. PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
6. NO NORTH CAROLINA GEODETIC SURVEY HORIZONTAL CONTROL IS LOCATED WITHIN 2000' OF THIS SITE.
7. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SHOWN.
8. AREAS COMPUTED BY COORDINATE GEOMETRY.
9. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION. ALL UTILITIES SHOWN HEREON ARE SUBJECT TO VERIFICATION.
10. ANY ZONING & SETBACK INFORMATION SHOWN HEREON IS PER INFORMATION AVAILABLE AT THE TIME OF SURVEY AND IS SUBJECT TO VERIFICATION AND INTERPRETATION BY GOVERNING AUTHORITIES.

I, TIMOTHY S. GUISEWHITE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES, DRAWN FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 0.07250ppm; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600), THIS 28TH DAY OF FEBRUARY, A.D., 2022.

DocuSigned by:
Timothy S. Guisewhite
9102ABDFC6B4FE
2/28/2022
TIMOTHY S. GUISEWHITE, PLS N.C. REG. NO.: L-4912

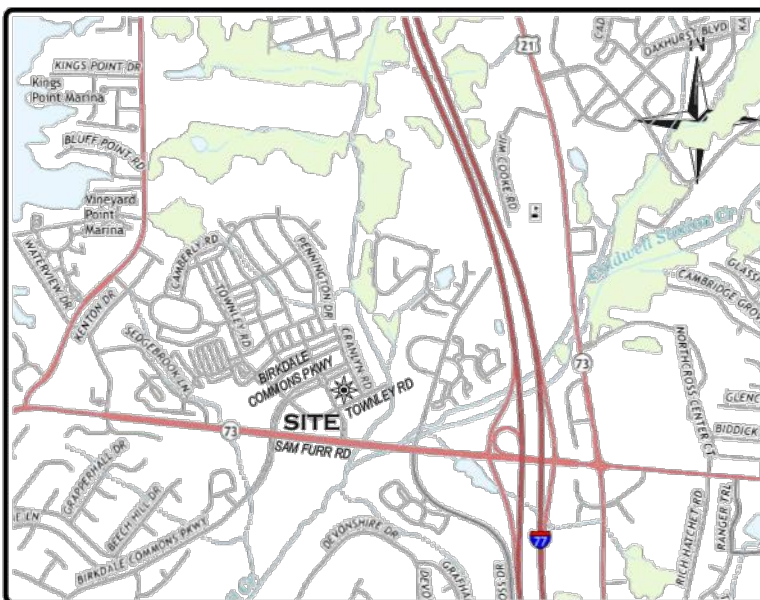
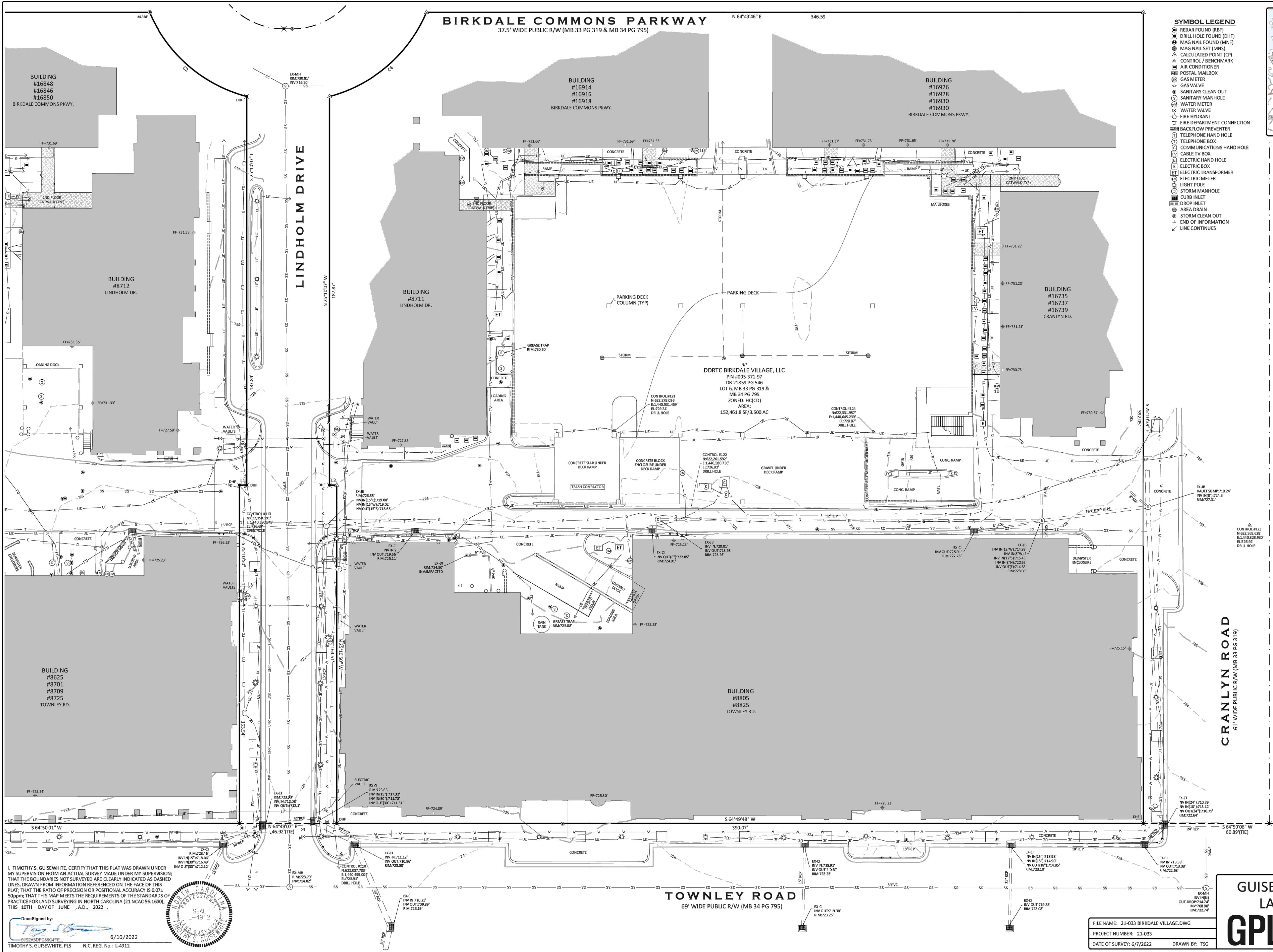


BUILDING
#8625
#8701
#8709
#8725
TOWNLEY RD.

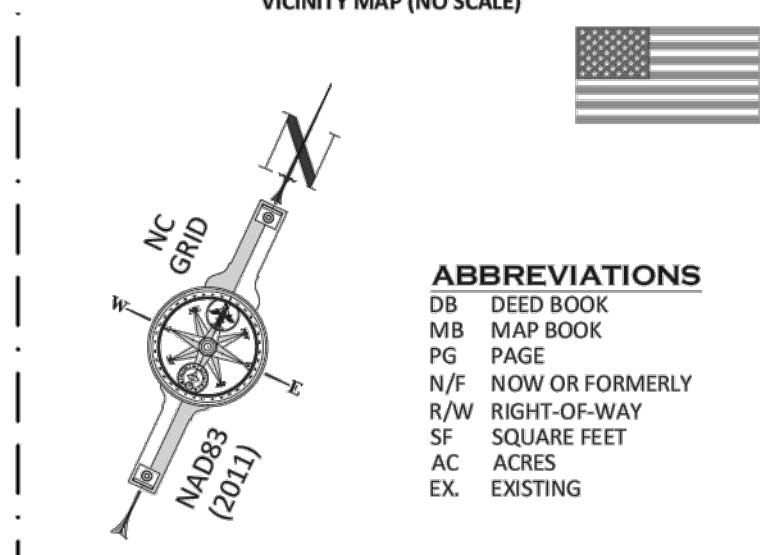
TOWNLEY ROAD
69' WIDE PUBLIC R/W (MB 34 PG 795)

FILE NAME:	21-033 BIRKDALE VILLAGE.DWG
PROJECT NUMBER:	21-033
DATE OF SURVEY:	XX/XX/2019
DRAWN BY:	TSG

REVISIONS:



- SYMBOL LEGEND**
- REBAR FOUND (RFB)
 - DRILL HOLE FOUND (DHF)
 - MAG NAIL FOUND (MNF)
 - MAG NAIL SET (MNS)
 - CALCULATED POINT (CP)
 - CONTROL / BENCHMARK
 - AIR CONDITIONER
 - POSTAL MAILBOX
 - GAS METER
 - GAS VALVE
 - SANITARY CLEAN OUT
 - SANITARY MANHOLE
 - WATER METER
 - WATER VALVE
 - FIRE HYDRANT
 - FIRE DEPARTMENT CONNECTION
 - BACKFLOW PREVENTER
 - TELEPHONE HAND HOLE
 - TELEPHONE BOX
 - COMMUNICATIONS HAND HOLE
 - CABLE TV BOX
 - ELECTRIC HAND HOLE
 - ELECTRIC BOX
 - ELECTRIC TRANSFORMER
 - ELECTRIC METER
 - LIGHT POLE
 - STORM MANHOLE
 - CURB INLET
 - AREA DRAIN
 - STORM CLEAN OUT
 - END OF INFORMATION
 - LINE CONTINUES



- ABBREVIATIONS**
- DB DEED BOOK
 - MB MAP BOOK
 - PG PAGE
 - N/F NOW OR FORMERLY
 - R/W RIGHT-OF-WAY
 - SF SQUARE FEET
 - AC ACRES
 - EX EXISTING
- LINE LEGEND**
- PROPERTY BOUNDARY
 - ADJACENT BOUNDARY (NOT SURVEYED)
 - PROPERTY BOUNDARY LINE ONLY
 - RIGHT OF WAY LINE
 - EASEMENT LINE
 - CURB AND GUTTER
 - STORM DRAIN PIPE
 - HAND RAIL
 - SANITARY SEWER PIPE
 - FIBER OPTIC MARKOUT
 - TELECOMMUNICATIONS MARKOUT
 - TELEVISION MARKOUT
 - UNDERGROUND ELECTRIC MARKOUT
 - GAS MARKOUT
 - WATERLINE MARKOUT
 - UNKNOWN UTILITY

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	688.35'	125.86'	125.68'	N 59°57'48" E
C2	70.50'	64.32'	62.11'	S 74°17'30" E
C3	20.50'	24.07'	22.71'	N 82°40'38" W
C4	70.50'	64.30'	62.09'	N 23°54'53" E

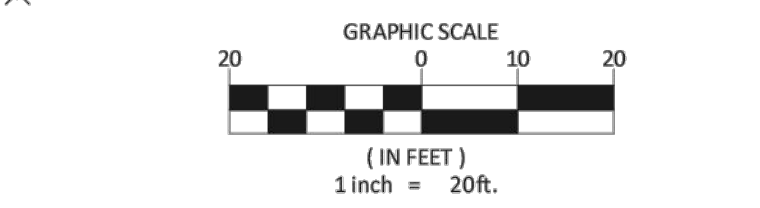
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 64°45'52" W	3.49
L2	S 64°49'10" W	3.47

- NOTES:**
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PLAT SHOWING A BOUNDARY & TOPOGRAPHIC SURVEY

PREPARED FOR:
DDRTC BIRKDALE VILLAGE, LLC
LOT 6, BIRKDALE VILLAGE - MAP 1
(MAP BOOK 34 PAGE 795)
TOWN OF HUNTERSVILLE
MECKLENBURG COUNTY
NORTH CAROLINA
DEED REFERENCE:
DB 21859, PG 546
TAX PARCEL ID #005-371-97



GUISEWHITE PROFESSIONAL LAND SURVEYING, PC

GPLS

P.O. BOX 680388
CHARLOTTE, NC 28216
(704) 530-1700 NC FIRM #C-4411

I, TIMOTHY S. GUISEWHITE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES, DRAWN FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 0.07± 50ppm; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56-1600), THIS 10TH DAY OF JUNE, A.D., 2022.

DocuSigned by:
Timothy S. Guisewhite
919248DFC50C4FE
6/10/2022
TIMOTHY S. GUISEWHITE, PLS N.C. REG. NO: L-4912



FILE NAME: 21-033 BIRKDALE VILLAGE.DWG
PROJECT NUMBER: 21-033
DATE OF SURVEY: 6/7/2022
DRAWN BY: TSG

REVISIONS:

- NOTES**
1. SLOPE ANALYSIS IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY MERRICK. SEE SHEET 202 AND 202.1 FOR SURVEY.
 2. THE SLOPE ANALYSIS APPROVED FROM THE SKETCH PLAN REVIEW WAS CREATED BY OTHERS AND WAS BASED ON GIS DATA. THAT ANALYSIS IS NOT INCLUDED IN THE PRELIMINARY / CONSTRUCTION PLAN PACKAGE.
 3. SOIL TYPE AND HYDROLOGIC GROUP IS PROVIDED FROM USDA WEB SOIL SURVEY.

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	10.00%	Green
2	10.00%	15.00%	Yellow
3	15.00%	25.00%	Orange
4	25.00%	25.00% +	Red



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LICENSE # C-614
SC ENGINEERING BOARD
LICENSE # COM 7055
SC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # LAF 477

NORTH ARROW

GRAPHIC SCALE 1"=60 FT.

NO 245
10/10/2025
ALEX S. FALLON

BIRKDALE VILLAGE REZONING
PIN #00537157, 00537197, 00537329
LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078

SLOPE ANALYSIS

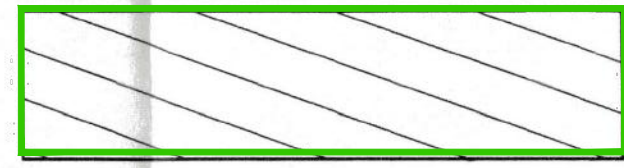
REVISIONS:



FOREST CITY AREA BMP
WALKS/PLAZAS, ETC.=2.1± AC.
BUILDS./STRUCTURES=4.4± AC.
ROADS/PARKING=8.0± AC.
PERVIOUS=1.5± AC.
TOTAL=16.0 ±Ac.

BIRKDALE BMP @ HOLE #18
IMPERVIOUS AREA = 10.91 ±AC
PERVIOUS=3.0± AC.
TOTAL=13.9±Ac.

PROP. BMP
WALKS/PLAZAS, ETC.=1.22± AC.
BUILDS./STRUCTURES=2.6± AC.
ROADS/PARKING=7.11± AC.
PERVIOUS=3.77± AC.
TOTAL=14.7±Ac.



PREVIOUS PERMITTED AREA:
IMPERVIOUS = 5.66 ac
PERVIOUS = 1.28 ac
TOTAL = 6.94 ac

BUILDING 4E AREA:
IMPERVIOUS = 1.06 ac
PERVIOUS = 0.29 ac
TOTAL = 1.35 ac

BUILDING 8D AREA:
IMPERVIOUS = 1.04 ac
PERVIOUS = 0.40 ac
TOTAL = 1.44 ac

POOL AREA:
IMPERVIOUS = 0.50 ac
PERVIOUS = 0.10 ac
TOTAL = 0.60 ac

BLOCK 8 AREA:
IMPERVIOUS = 1.64 ac
PERVIOUS = 0.61 ac
TOTAL = 2.25 ac

NO IMPERVIOUS CHANGE
WITHIN THIS DRAINAGE AREA

DECREASE OF 165 SF WITHIN
THIS DRAINAGE AREA

DECREASE OF 876 SF OF IMPERVIOUS
WITHIN THIS DRAINAGE AREA

BIRKDALE BMP @ HOLE #18

PROPOSED BLOCK 7 AREA:
IMPERVIOUS = 0.65 ac
PERVIOUS = 0.15 ac
TOTAL = 0.80 ac

CLUBHOUSE AREA:

FOREST CITY AREA BMP

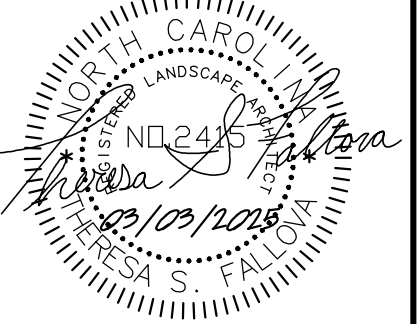
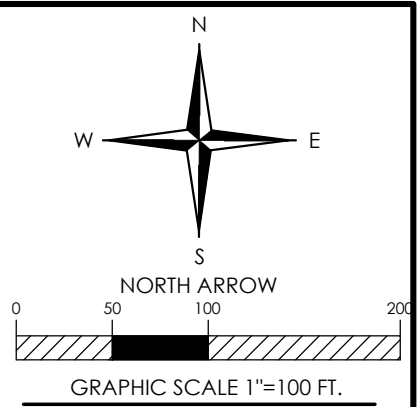
PROP. BMP

SHEET FROM ORIGINAL BIRKDALE VILLAGE
PLANS FOR REFERENCE ONLY.



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LICENSE # C-04 7055
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LICENSE # LAF 477



BIRKDALE VILLAGE REZONING

PIN #00537157, 00537197, 00537329
LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078

BMP IMPERVIOUS EXHIBIT

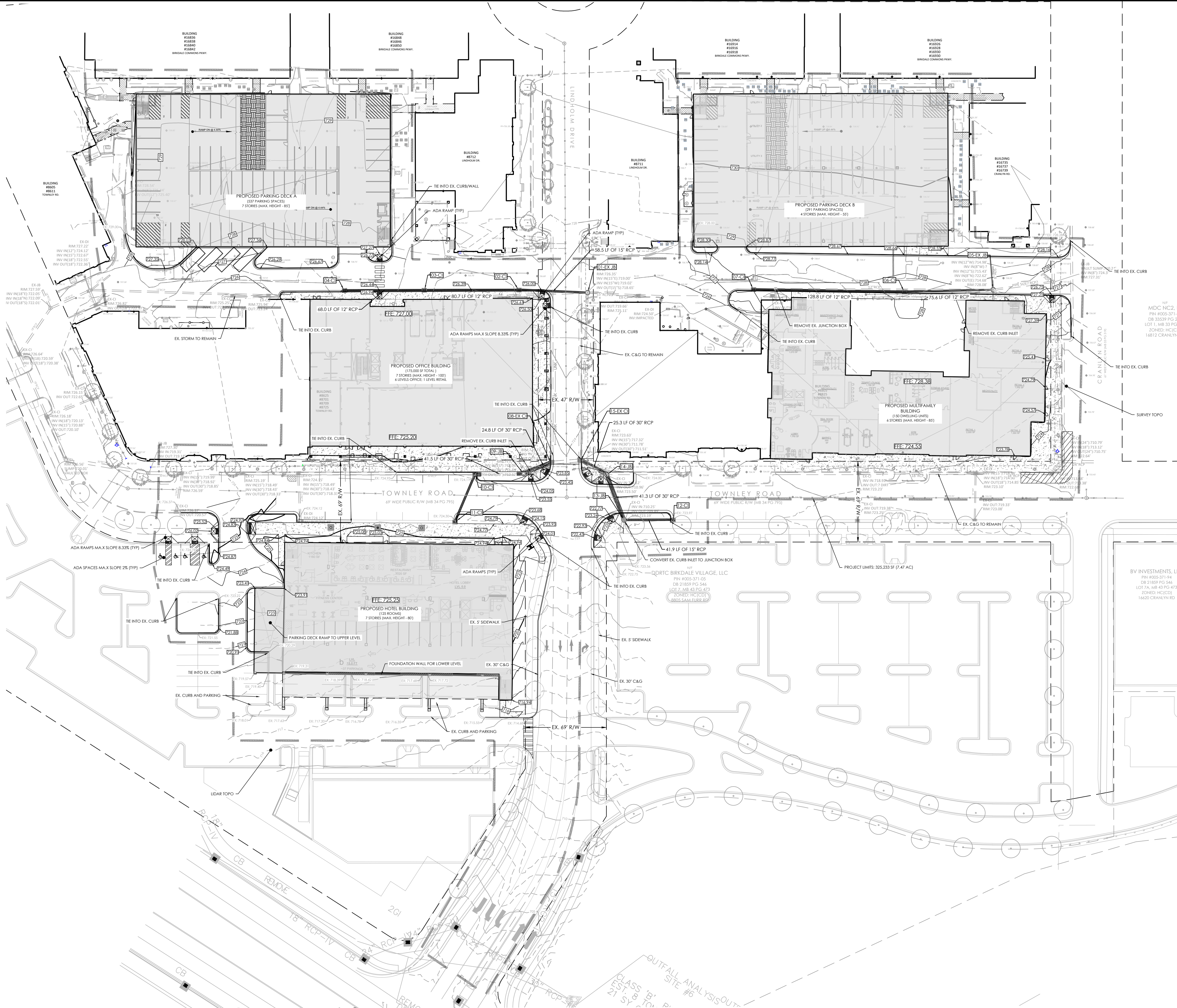
REVISIONS:



Structure Table	
Structure Name	Structure Details
01-EX JB	RIM = 720.539 PIPE 1 INV IN = 719.020
02-CI	RIM = 721.334 PIPE 2 INV IN = 719.805 PIPE 1 INV OUT = 719.605
03-CI	RIM = 722.250 PIPE 3 INV IN = 720.812 PIPE 2 INV OUT = 720.612
04-CI	RIM = 726.757 PIPE 3 INV OUT = 722.172
05-EX JB	RIM = 717.568 PIPE 4 INV IN = 715.630
06-CI	RIM = 718.508 PIPE 5 INV IN = 717.341 PIPE 4 INV OUT = 717.141
07-CI	RIM = 726.019 PIPE 5 INV OUT = 719.918
08-EX CI	RIM = 720.878 PIPE 6 INV IN = 712.080
09-JB	RIM = 723.250 PIPE 7 INV IN = 716.500 PIPE 6 INV OUT = 712.328
10-CI	RIM = 724.000 PIPE 8 INV IN = 718.165 PIPE 7 INV OUT = 716.915
11-CI	RIM = 724.318 PIPE 8 INV IN = 719.043
12-CI	RIM = 714.032 PIPE 9 INV IN = 711.927
13-JB	RIM = 723.998 PIPE 9 INV IN = 710.250 Pipe - (12) INV IN = 710.250
14-JB	RIM = 714.882 Pipe - (11) INV IN = 711.257 Pipe - (12) INV OUT = 711.257
15-EX CI	RIM = 714.456 Pipe - (11) INV OUT = 711.510

Pipe Table					
NAME	SIZE	LENGTH	SLOPE	MATERIAL	
Pipe - (11)	30"	25.29'	1.00%	RCP	
Pipe - (12)	30"	41.29'	2.44%	RCP	
PIPE 1	15"	58.53'	1.00%	RCP	
PIPE 2	12"	80.72'	1.00%	RCP	
PIPE 3	12"	67.99'	2.00%	RCP	
PIPE 4	12"	75.57'	2.00%	RCP	
PIPE 5	12"	128.84'	2.00%	RCP	
PIPE 6	30"	24.83'	1.00%	RCP	
PIPE 7	30"	41.53'	1.00%	RCP	
PIPE 8	15"	43.90'	2.00%	RCP	
PIPE 9	15"	41.94'	4.00%	RCP	

NOTE: ALL SPOT ELEVATIONS ARE FACE OF CURB UNLESS OTHERWISE NOTED



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LICENSE # LAF 477

NORTH ARROW
GRAPHIC SCALE 1"=40 FT.

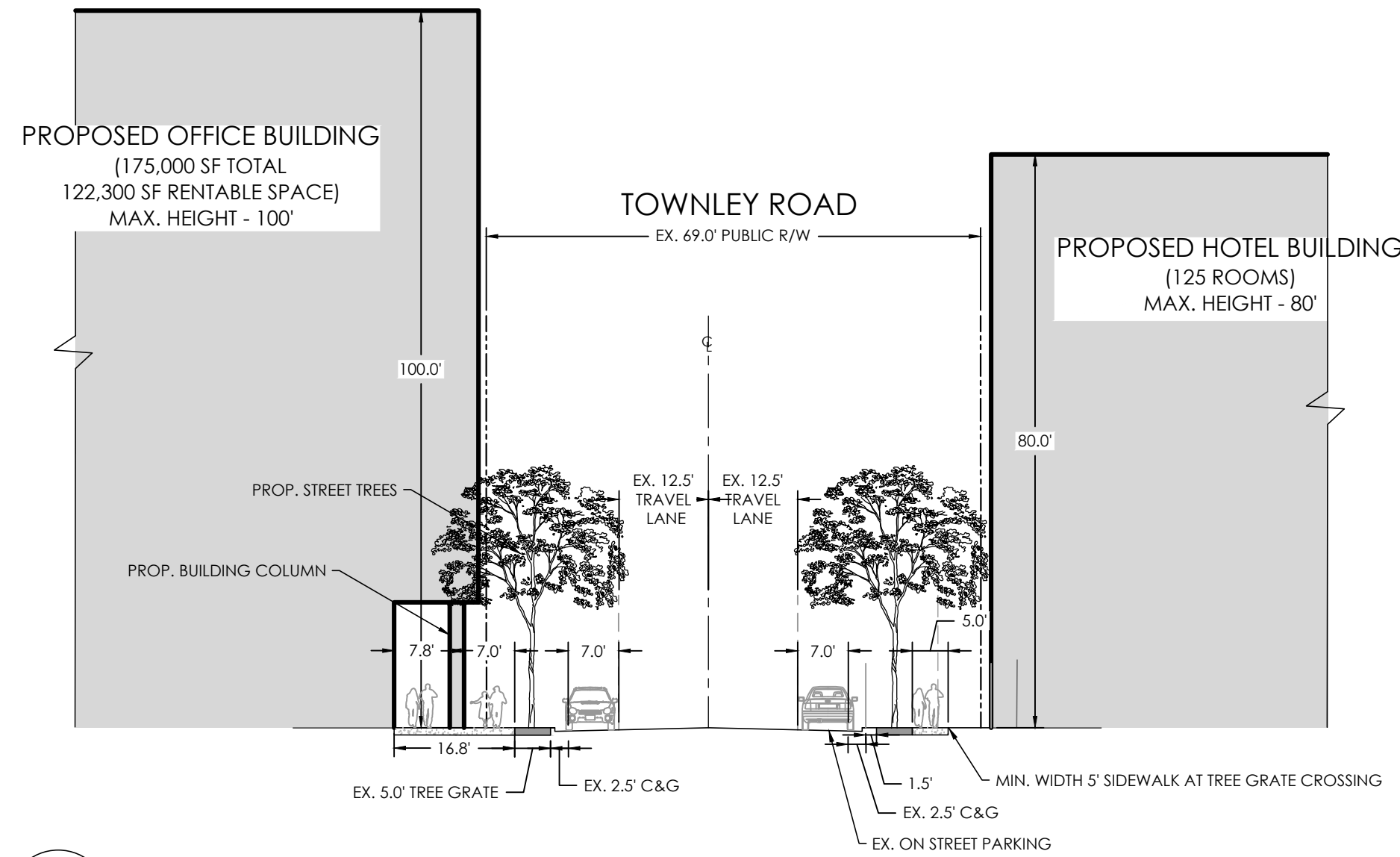
TRAVIS S. FALLOVA
P.E. 00537157
00537329
NORTH CAROLINA
LANDSCAPE ARCHITECT
EXPIRATION DATE 12/31/2025

BIRKDALE VILLAGE REZONING
PIN #00537157, 00537197, 00537329
LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078

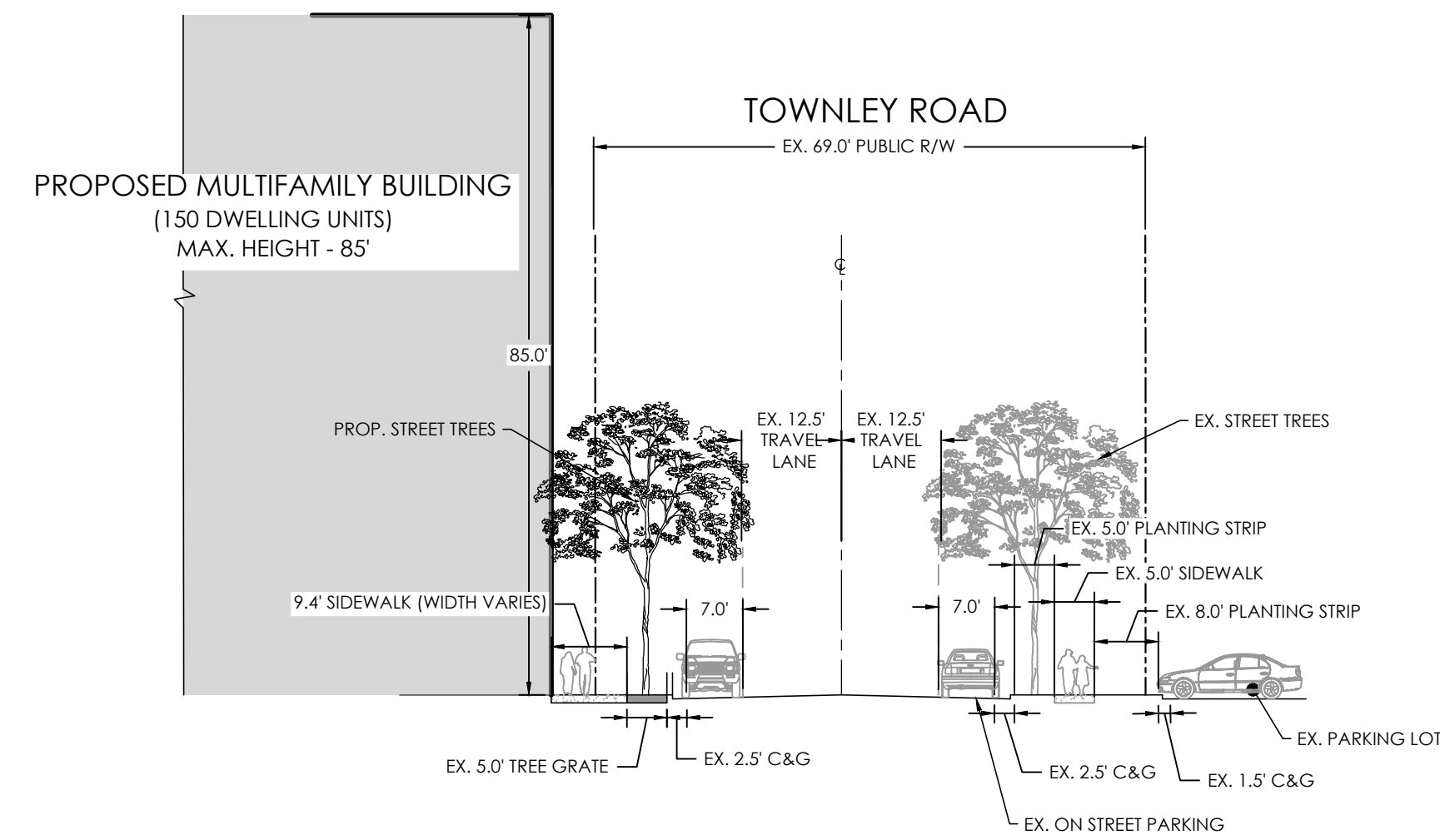
PRELIM GRADING PLAN

REVISIONS:	

Z04 - PRELIM GRADING.DWG
PROJECT NUMBER: 222020
DATE: 10/07/2024 DRAWN BY: TSF
Z04 OF 5



1
2 OFFICE/HOTEL STREET SECTION



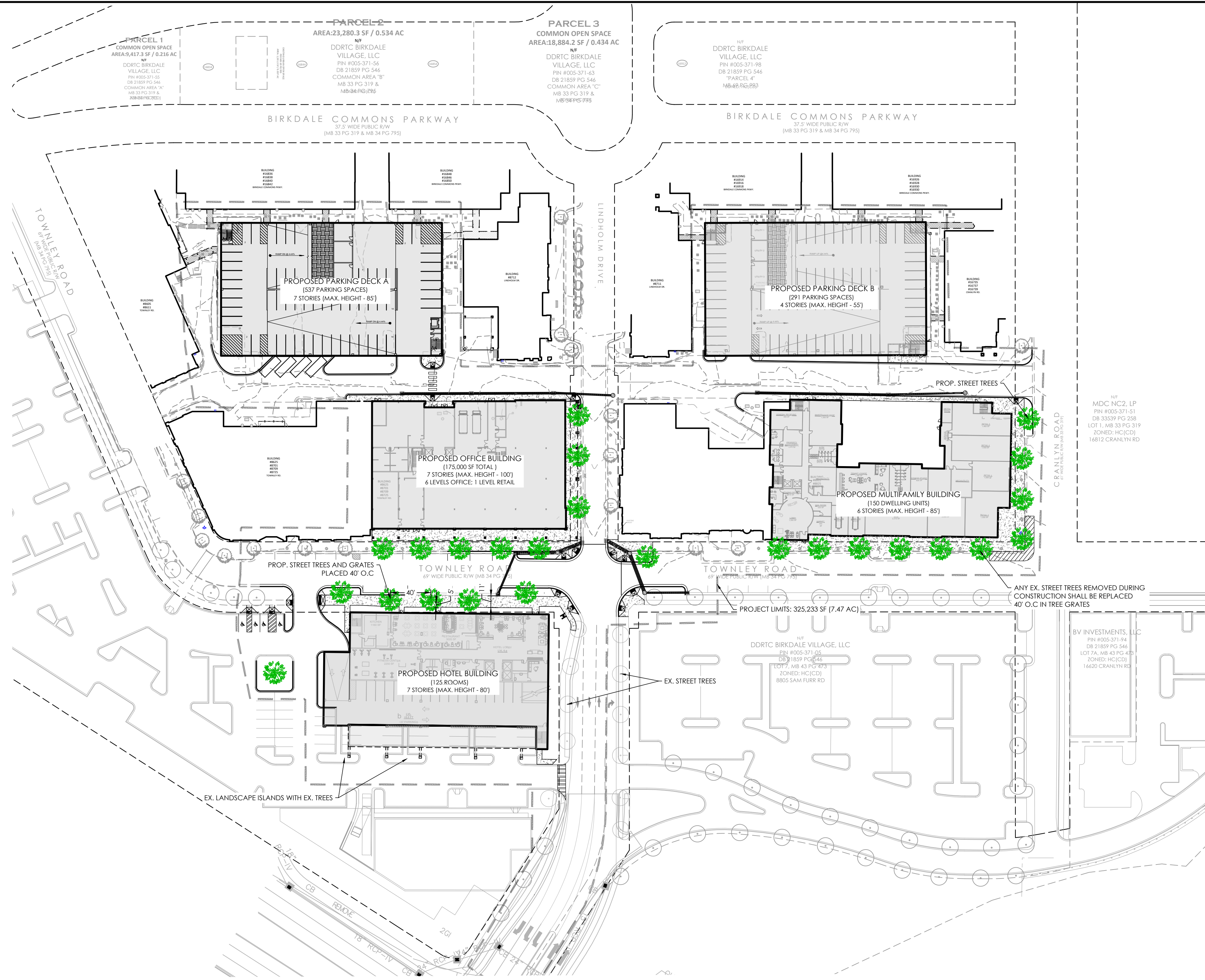
2
2 MULTIFAMILY STREET SECTION

LEGEND

PROPOSED STREET TREES

EXISTING STREET TREES TO REMAIN

PLEASE NOTE: TREE LOCATION ARE CONCEPTUAL IN NATURE, SUBJECT TO CHANGE WITH FULL DESIGN AT PRELIMINARY PLANS.



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LICENSE # LAF 477

NORTH ARROW

GRAPHIC SCALE 1"=60 FT.

BIRKDALE VILLAGE REZONING

PIN #00537157, 00537197, 00537329

LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078

PRELIM LANDSCAPE PLAN

REVISIONS:

Z05 - PRELIM LANDSCAPE PLAN.DWG.

PROJECT NUMBER: 222020

DATE: 10/07/2024 DRAWN BY: TSF

SHEET **Z05** OF **5**

Birkdale Village Rezoning (R24-11)

Community Meeting Report

Date: December 16, 2024

Time: 6:00pm – 7:00pm

Location: Community in Christ Lutheran Church, Cornelius, NC 28031

Roster of Persons in Attendance: **See attached sign-in sheets**

Agenda:

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

Applicant and the attendees discussed the following comments and questions:

Presentation & General Discussion

- The Applicant shared the PowerPoint presentation attached to this Community Meeting Report.

Huntersville Infrastructure

- General comments concerned about the lack of infrastructure in the Birkdale surrounding areas.
- General comment that once the CATS redline is complete all the businesses will want to be near those stations, making the Birkdale Village area obsolete.
- Concerns that there are already apartments and developments in the area and that Huntersville is not ready for the Birkdale improvements.

Birkdale Upgrades & Improvements

- A resident commented that the Birkdale owners made a mistake when they removed the local vendors and added national retailers. They also made a mistake adding the small vendor space to the Plaza on Birkdale Commons Parkway.
- One resident in the front row called everyone on the development team “clowns” for coming back with this request.
- One resident commented that the developers only want to increase the value of the property so they can turn around and sell it to an investor.
- General comment by one resident that they encourage more retail or residential space in Birkdale they just cannot accept the office component.
- One resident claimed that the proposed office building would make Birkdale Village look like Charlotte and that if they wanted to do this, they should have done it 20 years ago.
- A couple of residents said that they have no problems with improvements and development, but they are concerned about the design of the office building. Many neighbors did not like the original design, and they are not happy that the original design is

still an option. One of the residents stated that she preferred the second option for the office design.

- One resident requested that the developer do something in Birkdale more akin to Optimist Hall in Charlotte.

Transportation & Traffic

- One resident commented that traffic is so bad at Birkdale Village that he is unable to see across the lawn or cross the street when he is walking around the property.
- Some neighbors claimed that all these new improvements will make traffic worse and the people in the area don't want this.
- Comment regarding the current state of the intersections between Sam Furr Road and Birkdale. The resident stated that multiple intersections have an F grade and that the Birkdale improvements should not be allowed until the NCDOT improvements to Sam Furr are complete.
- One resident stated that they don't live in Birkdale but thinks that the improvements to Birkdale Commons Parkway have made problems worse. They concluded by saying that the addition of a parking garage would help alleviate some of these problems.

Parking & Neighborhood Streets

- Comment stating that Birkdale is only adding 109 parking spaces and that this amount will not make a difference to the parking issues on the property.
- One resident mentioned that she worked at Talbot's in Birkdale for 5 years until they were forced out in October. She said that many customers would complain about parking, then Cheesecake Factory moved in and took up even more parking. She suggested that Birkdale Village make the office parking deck available for all of the public 24/7 to increase parking particularly for the area around Cheesecake Factory.
- Concerns that Birkdale customers are parking in and cutting through the Greens at Birkdale neighborhood.
- Multiple residents asked the developer and Town staff/Commissioners in attendance to come visit them at their houses to experience the parking/traffic problems.
- There is a detention pond in the neighborhood that cars park around, clogging up the roads even more.
- Residents want some type of traffic restriction to stop people from cutting through the Greens neighborhood and parking illegally on streets and open space.
- A resident requested that the parking deck be staffed with an attendant 24/7 to increase security of the deck.

Security & Safety

- General comment that increased traffic brings increased crime.
- Comment from one resident saying that there was supposed to be increased police surveillance and security in Birkdale. The resident claims that police are present, but they just sit in their cars on their phones and don't do anything to stop illegal street parking, often times parking illegally themselves. More claims that the cops are directed to not ticket

drivers/parked cars because it would hurt the Birkdale businesses. Resident also says that ambulances and police don't even come to the Greens at Birkdale because they can't drive down the streets.

Questions

***Answers in bold**

Huntersville Infrastructure

- What is the cost to the Town for this development (fire, schools, police, etc.)?

Birkdale Upgrades & Improvements

- If these improvements are worth \$200 million then how is the property tax only going to be \$200,000+ per year? **This was a conservative estimate based on the current tax rate in Huntersville. The improvements will be replacing some current buildings so the \$200,000 estimate is based on the net increase in property taxes with the new improvements. The Applicant will continue to determine the exact property tax increase, but that number will be over \$200,000 a year.**
- How was the Applicant able to resubmit their application? Doesn't Huntersville require that substantive changes need to be made to the application prior to resubmission? **The Town requirement for resubmission is 1 year after denial. The original rezoning was denied in March of 2023 and the new application was submitted in November 2024.**
- Recent years have seen an increase in work-from-home (WFH), is there a demand for this type of office space? **Recent trends in Charlotte and other areas show that there is a return to office movement for larger companies and some medium-sized companies are following suit (especially on the East coast). Workers are returning to the office on a flex schedule sometimes only 3-4 days a week and they need more amenities to incentivize a move away from the WFH model. There is currently no Class A office space like this in Huntersville.**
- If this rezoning goes through is there any plan to put a nice steakhouse like a Morton's or Capital Grille in one of the spaces? **There are no definitive plans for tenants yet, but the hotel will have a 3,000 square foot full-service restaurant and bar.**
- Are there any plans to put a rooftop bar on the roof of the hotel? It would be nice to have cocktails overlooking Birkdale. **These discussions would take place when a tenant for the hotel is identified after the rezoning process.**
- Does the developer have any confirmed/committed tenants? **Not yet, these discussions would most likely occur after the rezoning process.**
- There was just a large storm that came through North Carolina (Hurricane Helene) and that damage required a lot of construction workers to go to the western part of North Carolina to assist in the rebuilding effort. More workers are still needed. Concerning the construction jobs needed/created by this project, will the developer be able to staff the necessary number of workers? **The developer does not foresee this to be a problem. Furthermore, proactive trade programs are coming back to help supplement the construction worker base.**

- Why do you think the project didn't pass last time, why was it denied? **The previous rezoning went through a quasi-judicial special use permit process and the restrictions & requirements ultimately made it too difficult for staff and Commissioners to support.**
- Is it public knowledge what Jamestown paid for Birkdale Village? **No.**
- Has there been a hotel occupancy study in Huntersville to determine the need for a new hotel? **This would be a boutique hotel unlike any currently in Huntersville. The hotel comes with a full-service restaurant/bar along with meeting & event space.**
- Can the developer estimate the total property value for Birkdale? How much could they sell it for with these rezoning entitlements?

Transportation & Traffic

- Does the Town have any requirements for conducting the traffic study or traffic counts? **The Town has rules around when the traffic counts are taken to ensure accurate numbers. For example, traffic counts cannot be taken during the summer months when school is not in session.**
- When was the Traffic Impact Analysis (TIA) count conducted? **This TIA count was taken in late April and early May of 2024.**
- The Birkdale neighbors need another exit out of the development. The Town had plans for Townley Bridge at one point but that never happened. There is already a pedestrian bridge that connects to Northcross Drive, is there a possibility of building a vehicular bridge over Townley? **Birkdale is dedicating land for the future Townley vehicular bridge. The bridge will need to be designed and planned to determine where the land will be dedicated.**
- If the TIA was completed in April then why is it not public knowledge and on the Town's website? **There is internal work that the Town must do prior to making it public. The Town planners and engineers are working on some revisions before it is finalized.**
- Did the TIA take into account any other approved or under construction projects in the area? **Yes, the TIA takes into account approved and under construction projects when determining required street improvements.**
- **I have lived in the Greens at Birkdale for 3 years and traffic keeps getting worse, what will these new additions do to the residents in the Green?**

Parking & Neighborhood Streets

- The neighborhood streets and parking spaces are already clogged with cars, where will the valet service park vehicles? **Parking is managed by a parking management company and they have a Parking Plan in the works to address valet concerns. They have identified less dense areas where parking spots are more readily available. Furthermore, the new larger parking deck will serve as a centralized parking location and encourage parking away from the neighborhood.**
- **The neighborhood streets are packed with cars parked on both sides, firetrucks and other emergency vehicles are unable to get into the neighborhood. The Sam Furr Road improvements will not fix these problems, what can Birkdale do to address this?**

- Can the developer add more levels to the parking deck or at least let the public park on more levels 24/7? **The intent is to open the office parking deck to the public after 5pm on weekdays and 24/7 on weekends when Birkdale is the most crowded.**
- Once the parking deck is complete how will Birkdale ensure that people actually park in the garage and not in the neighborhood? **The developer is going to continue discussions with the Town to try to create a mechanism to restrict neighborhood parking (parking tags, signage, etc.).**
- What are the heights of the parking garages? **Parking deck A is 80' and parking deck B is 50'.**
- Will the parking decks charge for parking? **No, the decks will not charge for parking.**

Security & Safety

- Does the developer have any intention of adding more security personnel on site? Could they hire armed security personnel or off-duty officers to patrol the property? Could they hire an ex-marine, navy seal or someone with some “teeth” to dish out justice? **Birkdale Village added more security cameras in the last 3 months, and they already supplement security with the Huntersville Police Department. Birkdale will discuss other options to increase security and continue to get feedback from the neighbors and visitors.**
- What is the crime prevention program/strategy for the parking decks? **Birkdale has added a number of new cameras over the last 3 months as well as increased security personnel. They are open to exploring more security features to ensure safe parking in both decks.**
- What is preventing Birkdale from charging for parking? **Most of the shop leases in Birkdale do not allow for paid parking.**
- Could a third parking deck be added on the movie theater parking lot? **Parking is shared throughout all of the commercial property in Birkdale but that parking lot is still owned by the movie theater, any improvements to that space would require cooperation from the movie theater.**
- Where is overflow parking and what will happen if all the spots in Birkdale are taken? **Birkdale is exploring options for overflow parking including valet parking and shuttle parking from adjacent developments with open parking spaces.**

Current Birkdale Tenants

- Is Barnes & Noble leaving Birkdale? **Barnes & Noble's lease ends in 2026-2027 and they are looking for a smaller space to move into because they no longer operate stores of this size. Barnes & Noble are in discussions with Jamestown to find another spot.**
- What is going to happen to Dick's Sporting Goods? **Similar to Barnes & Noble they are going through some internal decisions that could require a different sized space but they are still under lease for the next few years.**
- Will the Apple Store be leaving? **No, the Apple Store will remain in its current location and nothing will be built on top of it.**
- Will the old Total Wine store be leaving? **No, that store will remain in Birkdale.**

COMMUNITY MEETING

SIGN IN SHEET

December 16, 2024, 6:00pm to 7:00pm

R24-11 Birkdale Village Rezoning

Location: Community in Christ Lutheran Church
7621 Norman Island Drive, Cornelius, NC 28031

ATTENDEE NAME
Gail + Bill Horver
M Betzel
GREG + DONNA LANDGREN
M Eugene
Shannon + Brien Rice
Katherine Nielsen
Marcus Miller
Fritz & Christy Kramer
Sheila Wilzen
Sharon McQuillan

COMMUNITY MEETING

SIGN IN SHEET

December 16, 2024, 6:00pm to 7:00pm
R24-11 Birkdale Village Rezoning
Location: Community in Christ Lutheran Church
7621 Norman Island Drive, Cornelius, NC 28031

ATTENDEE NAME
Frank Logano
TAD BLOWIN
MERLIN VILLAR
Suzanne Villar
Dick O'Shaughnessy
Donna Giolino
Dave Yochum
Trish Beyan
Linda Angele

COMMUNITY MEETING

SIGN IN SHEET

December 16, 2024, 6:00pm to 7:00pm

R24-11 Birkdale Village Rezoning

Location: Community in Christ Lutheran Church

7621 Norman Island Drive, Cornelius, NC 28031

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COMMUNITY MEETING

SIGN IN SHEET

December 16, 2024, 6:00pm to 7:00pm

R24-11 Birkdale Village Rezoning

Location: Community in Christ Lutheran Church
7621 Norman Island Drive, Cornelius, NC 28031

ATTENDEE NAME	
Kathy Threse	9525 Levenshire Lane Huntersville
Peg McLean	8003 Parkview Dr. Huntersville
Lorise Long, Esq.	17021 Carlton Way Rd Huntersville
Susan Henderson	
Brian Richards	TOH
Helen Mason	17025 Carlton Way Road Huntersville
DELEK, REEF	11228 Cawood Ave Ln 28028
Cathy & Henry Marconi	8365 Brickhe Ln Huntersville
Laurin Nichols	17315 Inglewood Lane Huntersville

COMMUNITY MEETING
SIGN IN SHEET

December 16, 2024, 6:00pm to 7:00pm
R24-11 Birkdale Village Rezoning
Location: Community in Christ Lutheran Church
7621 Norman Island Drive, Cornelius, NC 28031

ATTENDEE NAME	
FRANK GAMMON	DANIEL RIBOLL
Susan Gannon	BOB McGRUBIN
Alisa Bergsman	Alisia Bergsman
Andy Tallows	Eric Winkler
JOAN Kankowske	Maddie KLANE
Burt Harold	Shari Gomilla
Errol Gervais	Jon Boggiano
T. Davis	Liz Bowen
M Turetsky	Kerry Edelstein

Community Meeting Notices

Project Name	R24-11 Birkdale Village Rezoning
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Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be sent and incorporated into the application for this project.

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

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
DDRTC Birkdale Village LLC	537157	11/29/2024	Certified Mail	Property Owner
DDRTC Birkdale Village LLC	537197	11/29/2024	Certified Mail	Property Owner
DDRTC Birkdale Village LLC	537329	11/29/2024	Certified Mail	Property Owner
141 Providence Road LLC	537331	11/29/2024	Certified Mail	Within 250 ft of
AVVA Advisory Group LLC	537618	11/29/2024	Certified Mail	Within 250 ft of
Thomas S. Barilari	537704	11/29/2024	Certified Mail	Within 250 ft of
Linda B. Barnes	537550	11/29/2024	Certified Mail	Within 250 ft of
Birkdale Real Estate Investors LLC	914142	11/29/2024	Certified Mail	Within 250 ft of
Birkdale Real Estate Investors LLC	914143	11/29/2024	Certified Mail	Within 250 ft of
Birkdale Village LLC	537152	11/29/2024	Certified Mail	Within 250 ft of
Birkdale Village LLC	537153	11/29/2024	Certified Mail	Within 250 ft of
Bobs LLC	914137	11/29/2024	Certified Mail	Within 250 ft of
Bobs LLC	914139	11/29/2024	Certified Mail	Within 250 ft of
BV Investments LLC	537194	11/29/2024	Certified Mail	Within 250 ft of
Halit Faruk Celebkolu	537729	11/29/2024	Certified Mail	Within 250 ft of
Joe A. Cochrane Jr.	537620	11/29/2024	Certified Mail	Within 250 ft of
Israel Caballero Jr.	537620	11/29/2024	Certified Mail	Within 250 ft of
Dana P. Davis	537615	11/29/2024	Certified Mail	Within 250 ft of
Tammy L. Davis	537615	11/29/2024	Certified Mail	Within 250 ft of
Dana Davis	537733	11/29/2024	Certified Mail	Within 250 ft of
Tammy Davis	537733	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537105	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537402	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537154	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537155	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537156	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537157	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537329	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537161	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537163	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537197	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537330	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537112	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537113	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537114	11/29/2024	Certified Mail	Within 250 ft of
Barry L. Draughon	537623	11/29/2024	Certified Mail	Within 250 ft of
Beth H. Draughon	537623	11/29/2024	Certified Mail	Within 250 ft of

Jared J. Engelbrecht	537731	11/29/2024	Certified Mail	Within 250 ft of
Kiera L. Mann	537731	11/29/2024	Certified Mail	Within 250 ft of
Richard Gordon Fallon III	537529	11/29/2024	Certified Mail	Within 250 ft of
Fallows Family Revocable Trust	537702	11/29/2024	Certified Mail	Within 250 ft of
Eric J. Felice	537619	11/29/2024	Certified Mail	Within 250 ft of
Tara M. Felice	537619	11/29/2024	Certified Mail	Within 250 ft of
Fifth Third Bank	537492	11/29/2024	Certified Mail	Within 250 ft of
Priscilla Freda Trust EFR Realty	537527	11/29/2024	Certified Mail	Within 250 ft of
Gay Rudisill Living Trust	537608	11/29/2024	Certified Mail	Within 250 ft of
Gemini Investment Group LLC	914138	11/29/2024	Certified Mail	Within 250 ft of
Haylee L. Gordon	537612	11/29/2024	Certified Mail	Within 250 ft of
Kimberly Gordon	537621	11/29/2024	Certified Mail	Within 250 ft of
Matthew Rorech	537621	11/29/2024	Certified Mail	Within 250 ft of
James Burton Harold	537610	11/29/2024	Certified Mail	Within 250 ft of
Teresa F. Harold	537610	11/29/2024	Certified Mail	Within 250 ft of
Andrew J. Houston	537548	11/29/2024	Certified Mail	Within 250 ft of
Savannah L. Houston	537548	11/29/2024	Certified Mail	Within 250 ft of
Philip Hughes	537546	11/29/2024	Certified Mail	Within 250 ft of
Katherine Hughes	537546	11/29/2024	Certified Mail	Within 250 ft of
Huntersville Office Owners LP	537202	11/29/2024	Certified Mail	Within 250 ft of
James D. Jones	537730	11/29/2024	Certified Mail	Within 250 ft of
Maria F. Junker	537616	11/29/2024	Certified Mail	Within 250 ft of
Lake Norman Real Estate Investors LLC	914117	11/29/2024	Certified Mail	Within 250 ft of
Harry W. Mayhall	537607	11/29/2024	Certified Mail	Within 250 ft of
Andrea McCall	537606	11/29/2024	Certified Mail	Within 250 ft of
Richard McCall	537606	11/29/2024	Certified Mail	Within 250 ft of
MDC NC2 LP	537151	11/27/2024	Certified Mail	Within 250 ft of
Mecklenburg County	537162	11/29/2024	Certified Mail	Within 250 ft of
Mecklenburg County	537196	11/27/2024	Certified Mail	Within 250 ft of
Randy H. Moose	537605	11/27/2024	Certified Mail	Within 250 ft of
Taska H. Moose	537605	11/27/2024	Certified Mail	Within 250 ft of
Narsi Development Birkdale LLC	914141	11/27/2024	Certified Mail	Within 250 ft of
Enrique Paredes-Tables	537603	11/27/2024	Certified Mail	Within 250 ft of
Lila Yacaman-Flores	537603	11/27/2024	Certified Mail	Within 250 ft of
Enrique Paredes-Tables	537614	11/27/2024	Certified Mail	Within 250 ft of
Lila Yacaman-Flores	537614	11/27/2024	Certified Mail	Within 250 ft of
Ana Cristina Peterson	537614	11/27/2024	Certified Mail	Within 250 ft of
Matthew David Peterson	537614	11/27/2024	Certified Mail	Within 250 ft of
Brian J. Rice	537601	11/27/2024	Certified Mail	Within 250 ft of
Shannon H. Rice	537601	11/27/2024	Certified Mail	Within 250 ft of
David E. Roop Jr.	537701	11/27/2024	Certified Mail	Within 250 ft of
Anna-Marie Christello-Roop	537701	11/27/2024	Certified Mail	Within 250 ft of
Sarah Rose	537547	11/27/2024	Certified Mail	Within 250 ft of
Brian Ruede	537613	11/27/2024	Certified Mail	Within 250 ft of
Albert Rusnak Jr.	537622	11/27/2024	Certified Mail	Within 250 ft of
Linda L. Rusnak	537622	11/27/2024	Certified Mail	Within 250 ft of
Daniel M. Schubert	537617	11/27/2024	Certified Mail	Within 250 ft of

Janet A. Schubert	537617	11/27/2024	Certified Mail	Within 250 ft of
Kenneth W. Springer	537609	11/27/2024	Certified Mail	Within 250 ft of
Don Paul Stevens	914133	11/27/2024	Certified Mail	Within 250 ft of
Anne Chavre Stevens	914133	11/27/2024	Certified Mail	Within 250 ft of
Kyle J. Stillson	537604	11/27/2024	Certified Mail	Within 250 ft of
David E. Stukbauer	537732	11/27/2024	Certified Mail	Within 250 ft of
Theresa M. Stukbauer	537732	11/27/2024	Certified Mail	Within 250 ft of
Ellen Therese Sweeney	537703	11/27/2024	Certified Mail	Within 250 ft of
Ellen Therese Sweeney R/L/T	537705	11/27/2024	Certified Mail	Within 250 ft of
Trivest Holdings Group LLC	537494	11/27/2024	Certified Mail	Within 250 ft of
Merlin M. Villar Jr.	537611	11/29/2024	Certified Mail	Within 250 ft of
Suzanne O. Villar	537611	11/29/2024	Certified Mail	Within 250 ft of
Ineke C. Wilson	537549	11/29/2024	Certified Mail	Within 250 ft of
Robert O. Wilson	537549	11/29/2024	Certified Mail	Within 250 ft of
Becky A. Wood	537602	11/29/2024	Certified Mail	Within 250 ft of
Cameryn Elise Properties	537401	11/29/2024	Certified Mail	Neighborhood as
CSP Community Owner LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Fairway Birkdale II LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Greens at Birkdale Village	N/A	11/29/2024	Certified Mail	Neighborhood as
mes at Birkdale Village Homeowners As	N/A	11/27/2024	Certified Mail	Neighborhood as
Alcove Birkdale XIV LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Birkdale Homeowners Assoc. Inc.	N/A	11/29/2024	Certified Mail	Neighborhood as
Birkdale Multifamily LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Cook Farms Inc.	N/A	11/29/2024	Certified Mail	Neighborhood as
Fairway-Birkdale LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Glenfurness Homeowners Association	N/A	11/29/2024	Certified Mail	Neighborhood as
IVT Northcross Center Huntersville, LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Kenton Community Assoc. Inc.	N/A	11/29/2024	Certified Mail	Neighborhood as
The Landings Apartments LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
MAR Fariways LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Northcross Master Association Inc.	N/A	11/29/2024	Certified Mail	Neighborhood as
Reserve at Kenton Place (NC) Owner LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Stratford Forest Community	N/A	11/29/2024	Certified Mail	Neighborhood as
Reserve at Robbins Park Community Assoc	N/A	11/29/2024	Certified Mail	Neighborhood as

BIRKDALE

VILLAGE

November 30, 2024

SUBJECT: Notice of community meeting for information related to a Conditional Rezoning of the property located at Lindholm Dr. and Townley Rd., Huntersville, NC, shown on the map below and having Parcel ID Numbers of 00537157, 00537197 & 00537329. The Applicant for the subject property is DDRTC Birkdale Village, LLC.

To Whom It May Concern:

Recipients of this letter meet the notification requirements of the Town of Huntersville as being adjacent landowners with at least a portion of their properties located within 250 ft. of the subject properties, and neighborhood organizations registered with the Town of Huntersville within 2,000 ft. of any portion of the rezoning site. The purpose of the meeting is to provide an opportunity for the Applicant/Developer to describe the proposed project and to answer any questions you may have. The Applicant/Developer is requesting approval from the Town to amend the existing rezoning plans for Birkdale Village to accommodate revisions to its existing mixed-use development including office lofts and suites, hotel, multi-family, parking garages and commercial uses.

MEETING DETAILS:

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

Monday, December 16, 2024

Community in Christ Lutheran Church

7621 Norman Island Drive

Cornelius, NC 28301

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

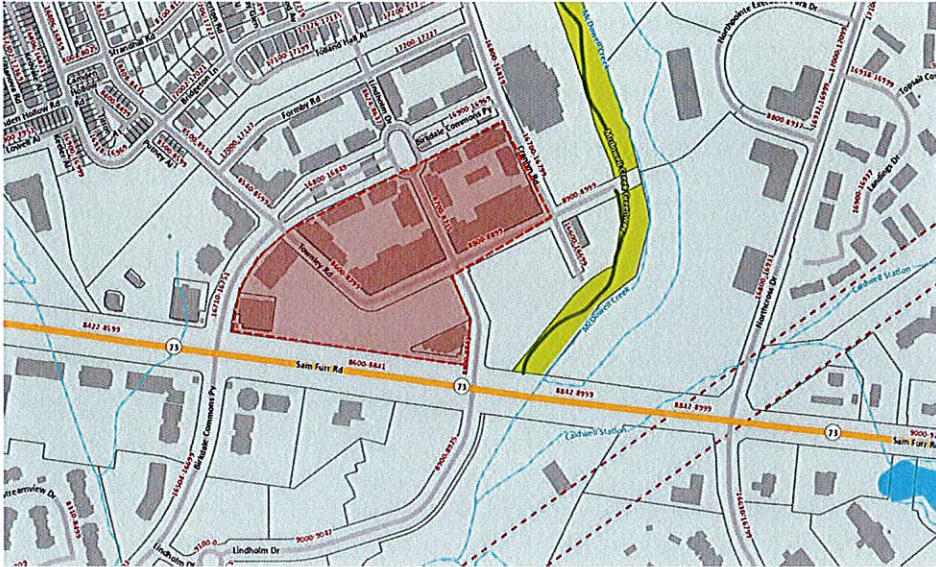
Sincerely,



Mike Lant, Senior VP Development
DDRTC Birkdale Village, LLC



BIRKDALE VILLAGE



Office: 704.895.8744 | 8712 Lindholm Drive, Suite 202 | Huntersville, NC 28078



BIRKDALE
VILLAGE

Rezoning Neighborhood Meeting

12.16.24



Agenda

- Introduction to Jamestown
- Market Review
- Rezoning Proposal Overview
- Design Perspectives
- Community Discussion



Jamestown

Jamestown is a design-focused, vertically integrated real estate investment manager and service provider with over 40 years of experience and a mission to create places that inspire. The firm acquired North American Properties-Atlanta, the team behind Birkdale Village's redevelopment, in October 2024. The company is now an investor in the property, through an affiliate, and oversees management along with retail leasing.





Ridge Hill
Yonkers, NY



Ponce City Market
Atlanta, GA



Avenue East Cobb
Marietta, GA



The Forum
Peachtree Corners, GA



Colony Square
Atlanta, GA



Optimist Hall
Charlotte, NC





GLOBAL AWARDS
**GLOBAL DESIGN
& DEVELOPMENT**

Birkdale Village Reimagined:
2024 Gold Winner

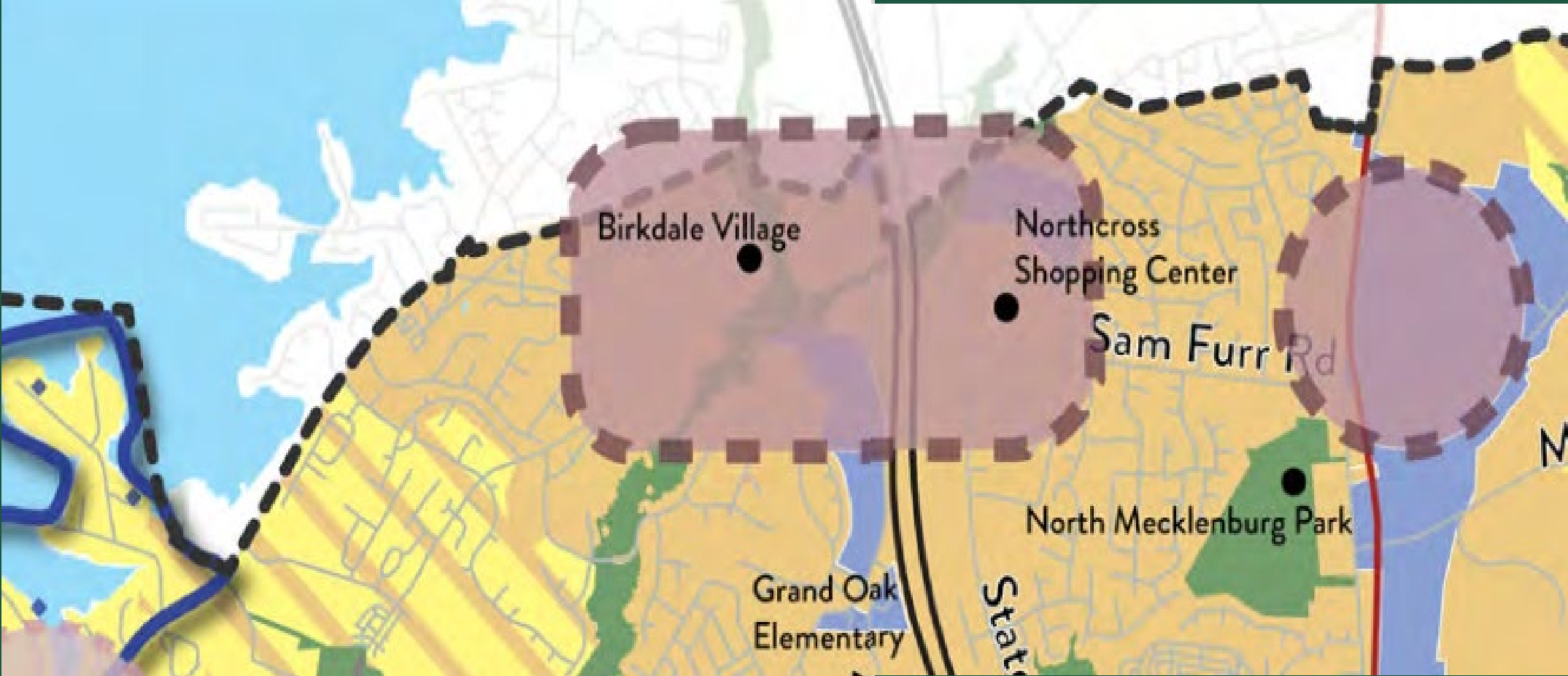


Existing Zoning: HC CD
Proposed Zoning: HC CD



Huntersville 2040 Comprehensive Plan:

Birkdale Village, high-intensity growth area



LU-1

Policy LU-1: Encourage a development pattern that follows the Future Land Use Map.

LU-8

Policy LU-8: Emphasize form and flexibility in Mixed Use Centers, Employment Centers, the Town Core and Activity Centers.

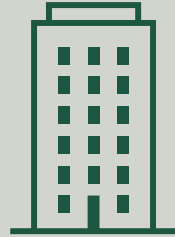
LU-5

Policy LU-5: Focus more intense development in locations that can support growth.

EV-1

Policy EV-1: Support a balanced economy through job growth in target industry sectors.

Rezoning Proposal Overview



Mixed-Use Office Building

6 stories, 100 feet
120,000 square feet of office space
13,000 square feet of ground-floor retail



Mixed-Use Residential Building

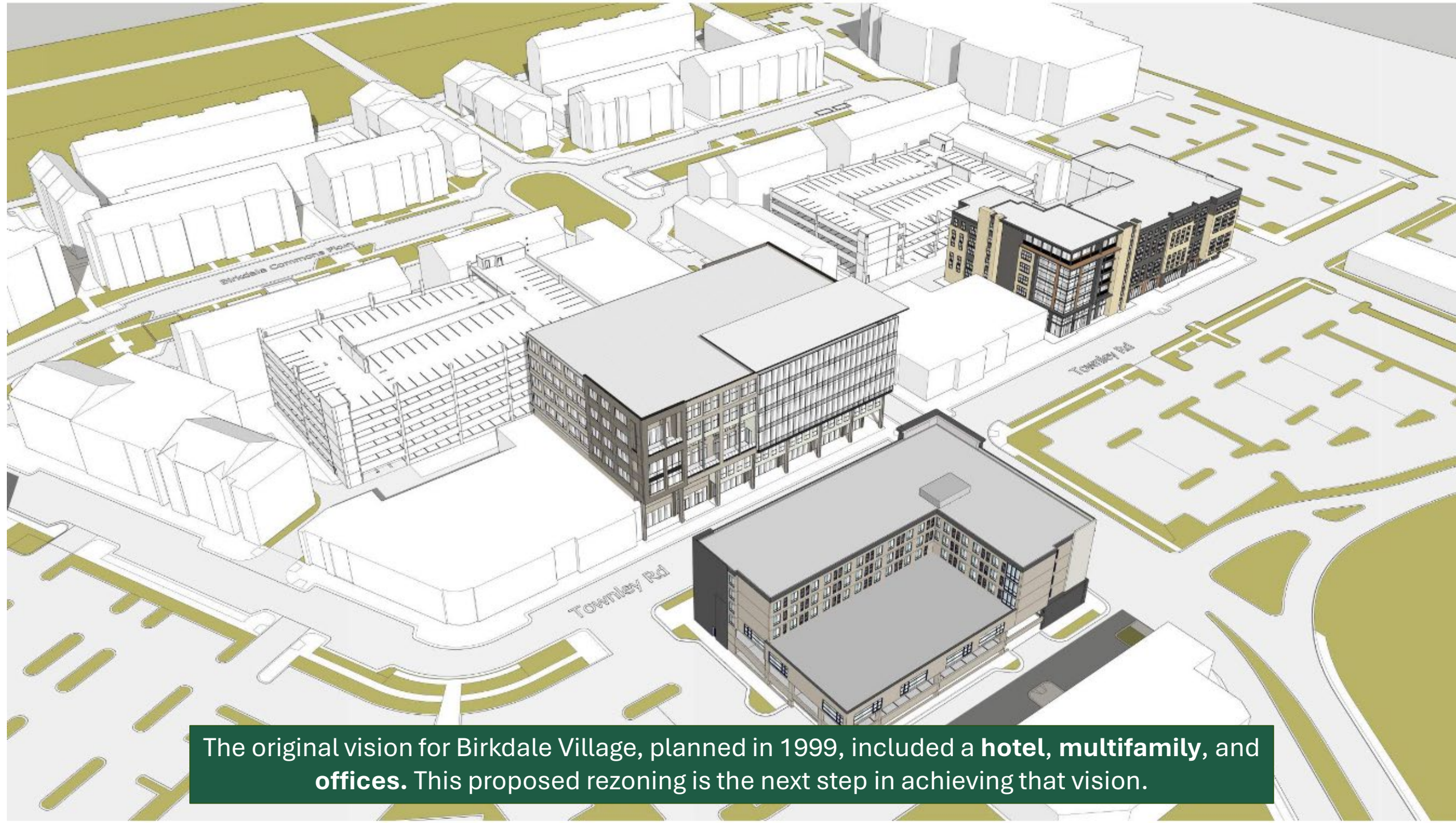
6 stories, 100 feet
150 upscale residences
10,700 SF square feet ground-floor retail



Full-Service Boutique Hotel

5 stories, 80 feet
125 rooms
109 underground parking spaces

Amenities: lobby, 3,000-square-foot restaurant, bar, fitness center, 10,000 square feet of meeting space



The original vision for Birkdale Village, planned in 1999, included a **hotel, multifamily, and offices**. This proposed rezoning is the next step in achieving that vision.

Birkdale Village Parking			
	Today	With Rezoning	Net New
Public			
Reserved			
Total	1,940	2,539	599
Required by Code			



Community Benefits

- Expanded, convenient parking
- Additional retail/restaurants brings opportunity for more community engagement
- Additional residential accommodates Town's recent and projected population growth
- Full-service hotel accommodations for out-of-town guests and business travelers
- 10 affordable residential units
- Dedication of land for Greenway and pedestrian bridge over NC 73
- Dedication of land for Townley Bridge
- Green building options to reduce carbon footprint
- EV charging stations



Economic Development Impact

- \$200 million+ in direct construction spending, over 500 construction jobs
- \$212 million+ in estimated annual employment benefits to Town
- \$200,000+ in additional annual property tax to Town
- \$15 million+ in new resident/worker spending
- Substantial positive impact on adjacent single-family home values
- Class A office incentivizes businesses to relocate to Huntersville
- Onsite office employees increase daytime sales during the week
- Residents drive dinnertime and weekend business
- Business and tourism travel spend

Financial data sourced from IMPLAN



Transportation and Traffic

NCDOT Roadway Plans

- Expanding NC 73 from 4 to 6 lanes, a 50% increase in capacity
 - Stretch of highway in front of Birkdale Village currently sees approximately 34,000 cars daily
- Adding a third lane out of Birkdale Village onto NC 73
- Synchronized street (coordinated traffic signals)

Traffic Impact Analysis

- Conducted by NCDOT and local traffic engineering firm, Davenport
- Determined traffic impact at completion of all construction in 2030 would be minimal – 240 or less trips into/out of Birkdale Village during peak hours
- Concluded no additional improvements necessary to mitigate future traffic impact



Project Timeline

With approval, the timeline would be:

- Conduct market study 3-6 months after
- Break ground on office in 2027 (earliest)
 - Complete construction in line with NCDOT road work
- Residential construction at least 4-5 years out



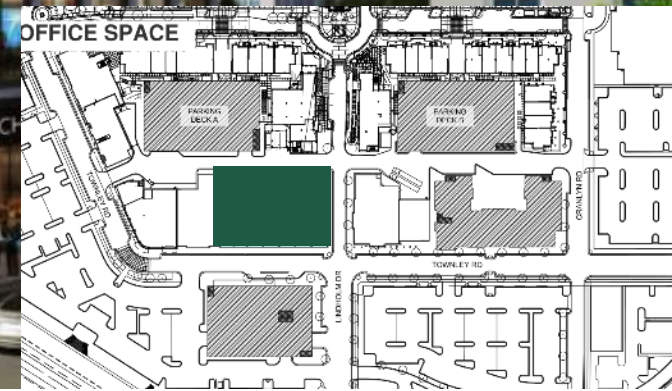


BIRKDALE
VILLAGE

Design Perspectives



Mixed-Use Office Building – Design 1 of 2



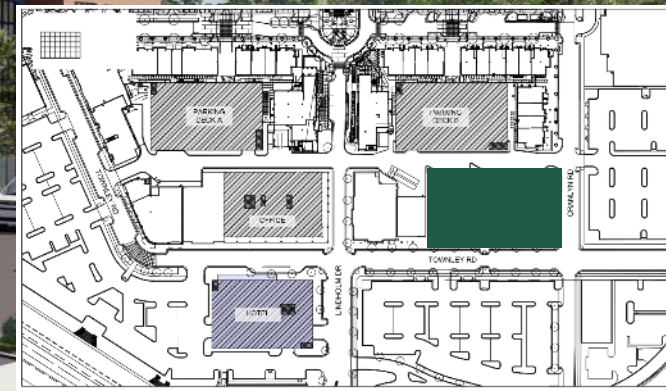
Mixed-Use Office Building – Design 2 of 2



Full-Service Boutique Hotel

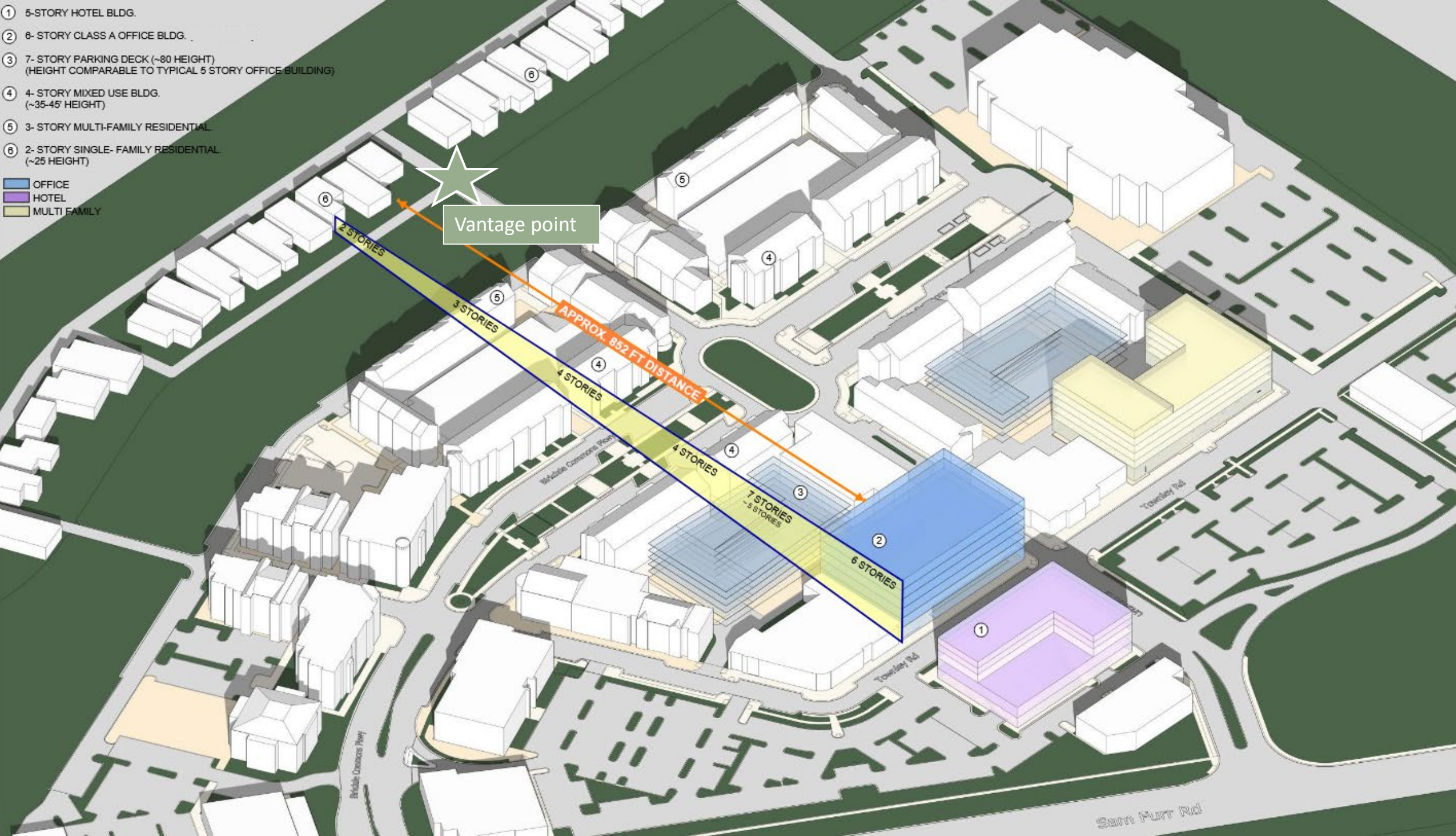


Mixed-Use Residential Building



- ① 5-STORY HOTEL BLDG.
- ② 6-STORY CLASS A OFFICE BLDG.
- ③ 7-STORY PARKING DECK (~80 HEIGHT)
(HEIGHT COMPARABLE TO TYPICAL 5 STORY OFFICE BUILDING)
- ④ 4-STORY MIXED USE BLDG.
(~35-45' HEIGHT)
- ⑤ 3-STORY MULTI-FAMILY RESIDENTIAL
- ⑥ 2-STORY SINGLE-FAMILY RESIDENTIAL
(~25' HEIGHT)

OFFICE
HOTEL
MULTI FAMILY





BIRKDALE
VILLAGE

Thank you

Questions or feedback? Email rezoning@birkdalevillage.com





Facilities Planning & Real Estate
3301 Stafford Drive
Charlotte, NC 28208
Email: facilitiesplanning@cms.k12.nc.us

Huntersville - R24-11 Birkdale Village

IMPACT OF THE PROPOSED DEVELOPMENT

Proposed Housing Units: The HC (CD) zoning petition seeks to allow up to 150 multi-family housing units.

CMS Planning Group: North

This development may add 18 students to the schools in this area.

The following data is as of 20th Day of the 2023-24 school year.

Schools	20th day Enrollment	20th day Building Utilization without Mobiles	Additional Students as a result of this development	Utilization as a result of this development
J.V. Washman Elementary	810	112%	8	112%
Bailey Middle	1325	118%	4	118%
W.A. Hough High	2503	115%	6	115%

Summary

Existing school capacity in this area is currently inadequate for elementary school. Existing school capacity in this area is currently adequate for middle and high school. Utilization is above 100% for middle and high school; however, it is below the flex limit of 130%.

Applicants are encouraged to contact us in advance of their project submittals to inform CMS of their prospective impacts and discuss mitigation alternatives. Contact CMS at facilitiesplanning@cms.k12.nc.us.



Louise
BY BIRKDALE

Louise
BY BIRKDALE

LOUISE

Remove entrance
into parking

Remove drop off
and show existing
parallel parking









Town Engineering Rezoning Comment Summary
R24-11 Birkdale Village (CSP-500045)
Lindholm Dr and Townley Road (PID 00537157, 00537197, 0053729)
Huntersville, NC 28078

General Project Information

This proposed rezoning is located in the existing Birkdale Village Development, between Birkdale Commons Parkway and NC-73. The proposed rezoning plan consists of the demolition of two existing parking decks, an existing parking lot, and existing commercial space to be replaced by two proposed parking decks, a proposed office building, a proposed multifamily building, and a proposed hotel with associated parking deck. The anticipated impacts of the NCCDOT STIP project (U-5765) on NC-73 have been considered by the applicant.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

- 1) The Town deferred review of the TIA for the development to NCDOT. A TIA was completed and accepted by NCDOT on 10/7/2024, this report determined that no improvements are necessary to accommodate the impacts of the new development traffic.
- 2) The Town requested a supplementary traffic memo be prepared to analyze the intersection of Townley Road and Lindholm Drive. The analysis of weekday PM and weekend midday peak times shows that the intersection will operate at an acceptable level per Article 14 of the Zoning Ordinance. However, queues along Lindholm Drive will be projected to extend from NC73 to beyond Townley Road prior to the completion of the NCDOT NC73 widening project during both times analyzed.

Transportation and Stormwater:

- 1) *Update – This is still a requested improvement from Town Engineering Staff. * Town Staff are requesting a median be provided on Lindholm Drive (between NC-73 and Townley Rd) to limit conflicting traffic movements from existing driveways. Based on the expected routine queuing indicated in the traffic analysis and recent crash history (left turn out) at the driveways, the request is for the median to improve safety (reduce crashes).



Request for Board Action

March 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: Environmental Sustainability Committee Appointments

EXPLAIN REQUEST:

Consider appointing three (3) members to the Environmental Sustainability Committee due to two expiring terms and one resignation, from **11 applicants**.

1. Three-year term, expiring 6/30/2028 (Leslie Kepler has served one term and is not applying for another term)
2. Three-year term, expiring 6/30/2028 (Jeremy Shook one term and is eligible, and has applied, for another term)
3. Three-year term, expiring 6/30/2028 (Kerem Saral resigned 1/14/2025)

ACTION RECOMMENDED:

Appoint 3 members.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Environmental Sustainability Committee Overview - 20250313
2. Environmental Sustainability Committee Board Member Map 3-12-25
3. Environmental Sustainability Committee Applications - 20250312

Environmental Sustainability Committee

9 Members Total
 8 Current
 2 Expiring
 1 Vacant
3 APPOINTMENT(S) NEEDED

CURRENT MEMBERS (8)

Name	Position/Title	Notes	Term Exp & Years	Regular Term Start		
				Partial	Term 1	Term 2
Kepler, Leslie	Chair		* 3/31/2025 1		3/4/2024	
Sampson, Richard	Vice-Chair		3/31/2027 3		3/4/2024	
Fogel, Dan			3/31/2027 3		3/4/2024	
Hicks, Dana			3/31/2027 3		3/4/2024	
Knight, Trisha			3/31/2026 2		3/4/2024	
O'Neill, Anne Marie		replaced Truman	3/31/2026 2	11/19/2024		
Shook, Jeremy			* 3/31/2025 1		3/4/2024	
Sprung, Mary Ann		reappointed	3/31/2026 2	11/19/2024		

VACANCIES SINCE LAST APPOINTMENT

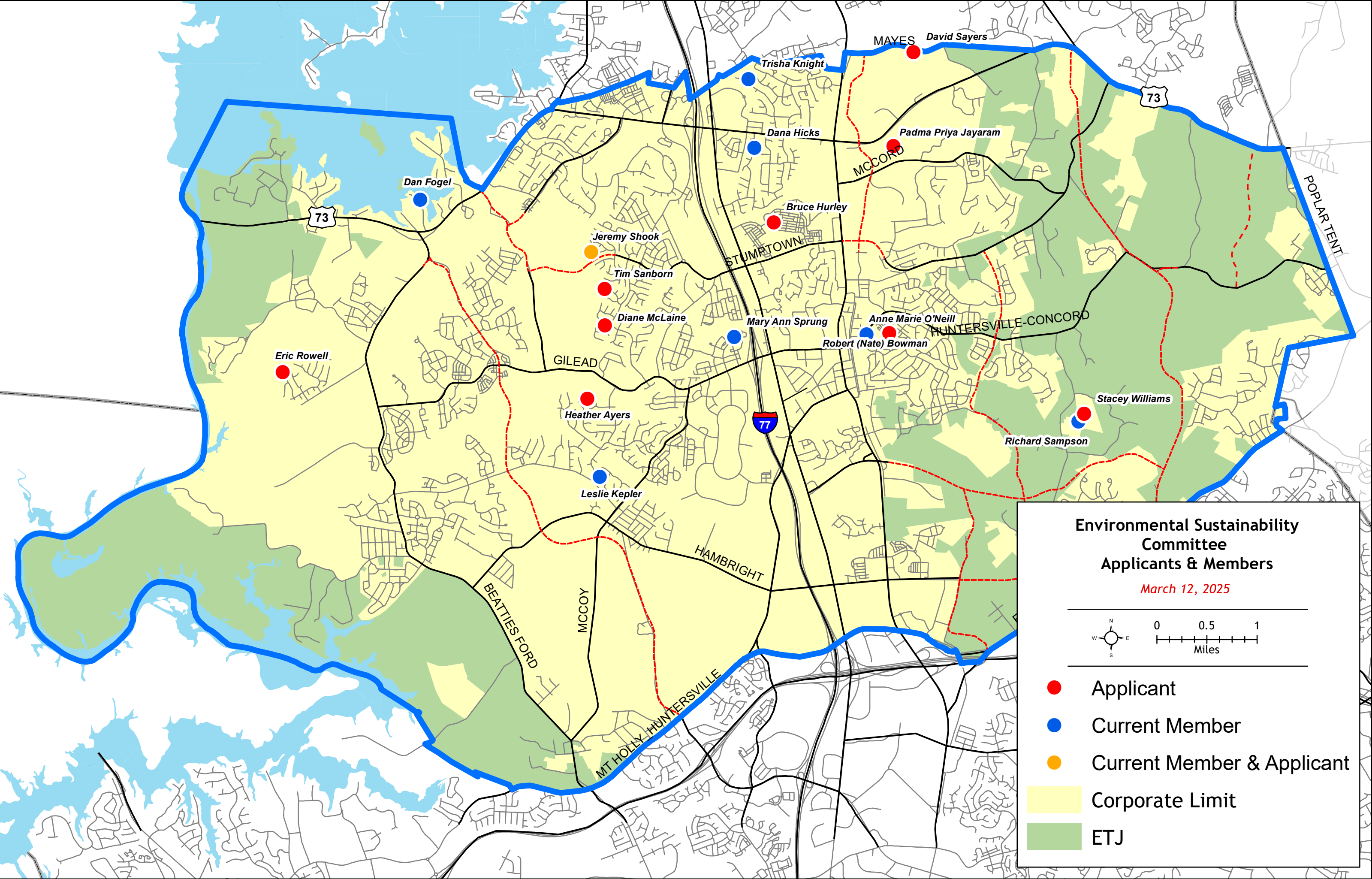
Name	Notes	Early Term	Original Term Exp & Years		Alternate Term Start			Regular Term Start		
					Partial	Term 1	Term 2	Partial	Term 1	Term 2
Saral, Kerem	replaced Brown, resigne	1/14/2025	3/31/2025	1				4/1/2024		

APPLICANTS (10)

Name	ETJ?	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Ayers, Heather	☐	No	2/16/2025	
Bowman, Robert (Nate)	☐	No	11/20/2024	3/4/2025
Hurley, Bruce	☐	No	1/11/2024	3/11/2025
Jayaram, Padma Priya	☐	No	2/22/2025	
McLaine, Diane	☐	No	3/7/2025	
Rowell, Eric	☐	No	3/14/2024	3/12/2025
Sanborn, Tim	☐	No	3/28/2025	
Sayers, David	☐	No	1/16/2024	3/11/2025
Shook, Jeremy	☐	3/31/2025 - Environmental Sustainability Committee	3/5/2025	
Williams, Stacey	☐	No	2/15/2025	

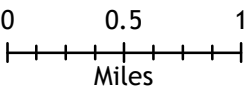
* Term expires within 3 months

Thursday, March 13, 2025



**Environmental Sustainability
Committee
Applicants & Members**

March 12, 2025



- Applicant
- Current Member
- Current Member & Applicant
- Corporate Limit
- ETJ

Print

Environmental Sustainability Committee Application - Submission #19289

Date Submitted: 2/16/2025

First Name*

Heather M

Last Name*

Ayers

Street Address (must be in Huntersville)*

8527 Fox Tail Lane

Email Address*

mikki.ayers@gmail.com

Phone Number*

704-787-5832

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

10

Area(s) of Expertise (check any that apply)



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I have 20+ years of experience in education, 17 years as an earth science teacher and 5 years as an educational leader, with a proven track record in providing best practices, educational support, and professional learning for adults. As a former science teacher, it is important to me that we provide real-world connections to learning. To advocate for sustainability and deliver relevancy for learning I frequently engaged in professional development such as: -NCCAT: Biltmore to Blue Ridge, Cullowhee, NC -AGI Earth Science Leadership Academy, Houston, TX -NCEE Coastal Explorations Workshop, Rachel Carson Reserve, Corolla, NC I am excited about how my experiences and expertise in education will grow partnerships with environmental/climate science, forestry, energy conservation, and alternative energy resources. These partnerships on the Environmental Sustainability Committee will create opportunities to protect the natural environment and produce positive outcomes for all stakeholders in our community.

Professional and Civic Experience Relevant to this Committee*

In this role, I will bring my professional expertise as an experienced educational leader in addition to my passion for balancing growth and sustainability in the community where I have lived and raised children for 18 years. With a background in social and political philosophy coupled with creating educational policies through stakeholder engagement, I will provide the committee with a unique lens to support short- and long-term goals and vision. As a science teacher, I created the vision to take a barren plot of land and build a school-yard habitat. I met this vision through a multi-year grant-funded project that provided experiential learning opportunities for students. As a result, we were awarded recognition for our school-yard habitat through the National Wildlife Federation based on the following criteria: food, water, cover, and a place to raise their young. These are the types of rich experiences that will bring relevancy to the vision for this committee.

Occupation

Educational Leadership: Currently employed with Charlotte-Mecklenburg Schools as a district leader supporting and improving curriculum and instruction for 150,000+ students.

Education

POST-MASTER'S DEGREE | School Administration | University of North Carolina - Charlotte 2022
MASTER'S DEGREE | Education | City University of Seattle, Washington 2003 BACHELOR'S DEGREE |
Philosophy & Religion | University of North Carolina - Wilmington 1998

Briefly describe your environmental sustainability vision for Huntersville.

My vision is to form strong partnerships with community leaders and stakeholders to maintain environmental sustainability through education. This will support and uphold the overall vision to enhance natural beauty and livability by preserving and protecting the tree canopy and our natural resources. With rapid development, our green spaces become at risk and this impacts the local wildlife habitat. These spaces also protect our watershed and reduce runoff pollutants. Through community engagement and leadership we have an opportunity to balance the need for growth and development with the importance of environmental sustainability.

How would you accomplish your environmental sustainability vision?

The vision for preserving and protecting the tree canopy and natural resources can be accomplished by creating positive change through educational partnerships, opportunities, and resources. To meet this vision it will be important to gather stakeholder feedback and promote authentic, meaningful discussions that include multiple perspectives. These steps will allow the Environmental Sustainability Committee to address environmental impact, as a result of rapid growth, through data-driven decisions, continuous improvement processes, and local policy.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Heather M Ayers

Signature Date*

2/16/2025

Print

Environmental Sustainability Committee Application - Submission #18709

Date Submitted: 11/20/2024

First Name*

Robert "Nate"

Last Name*

Bowman

Street Address (must be in Huntersville)*

13815 Cinnabar Place

Email Address*

natebowman15@gmail.com

Phone Number*

704-875-9704

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

3-5

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☐

Education

☒

Environmental Policy

☐

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☒

Sustainable Business Practices

☒

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I have been a local developer in Huntersville for over 40 years.

Professional and Civic Experience Relevant to this Committee*

I have extensive civic experience in Huntersville. Committees I have served on over the years include every downtown committee since its inception, the redesign of the zoning and subdivision ordinance in the late 90s, and the Pottstown small area plan.

Occupation

Developer

Education

B.A. History, Davidson

Briefly describe your environmental sustainability vision for Huntersville.

Balancing environmental needs with future development.

How would you accomplish your environmental sustainability vision?

I believe I could help shape policy that the development community would see as an asset rather than a requirement.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Currently not serving on any committees

Electronic Signature Agreement

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Electronic Signature*

Robert Bowman

Signature Date*

11/20/2024

Print

Environmental Sustainability Committee Application - Submission #16503

Date Submitted: 1/11/2024

First Name*

Bruce

Last Name*

HURLEY

Street Address (must be in Huntersville)*

16505 Spruell St., Huntersville, NC 28078

Email Address*

brucehurley@gmail.com

Phone Number*

5613023029

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

4

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☒

Education

☐

Environmental Policy

☐

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☒

Sustainable Business Practices

☒

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I am a small-business consultant who has helped numerous companies adopt sustainable practices. I'm also a former real-estate developer and led the National Builder's Association's Governmental Affairs Committee and advocated for greater environmental awareness.

Professional and Civic Experience Relevant to this Committee*

I've taught numerous courses and spoken publicly more than 300 times. I have been a licensed real estate agent for 42 years.

Occupation

Small business consultant

Education

Bachelor's degree with dual major in Finance and Real Estate

Briefly describe your environmental sustainability vision for Huntersville.

Environmental impact should be duly considered in every aspect of development approval and every decision that could affect the welfare of the city's environment. I would also like to see voluntary programs of sustainability for residents and businesses to commit to standards like eliminating the use of plastic bags and other plastics, using more environmentally friendly building materials, and adopting ride-share, public transportation, or low-emission travel options.

How would you accomplish your environmental sustainability vision?

Educational awareness campaigns, "deputizing" citizens to advocate for more sustainable practices by neighbors and local business, rewarding and acknowledging environmental advocacy by issuing awards and publishing successes and compliance in the local newspaper and other publications, and developing a long-term plan for continued success.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

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Electronic Signature*

Bruce Hurley

Signature Date*

1/11/2024

Print

Environmental Sustainability Committee Application - Submission #19324

Date Submitted: 2/22/2025

First Name*

Padma Priya

Last Name*

Jayaram

Street Address (must be in Huntersville)*

21122 Bank Fire Lane

Email Address*

jayaram.padmapriya@gmail.com

Phone Number*

2109290018

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

8-10 hours

Area(s) of Expertise (check any that apply)



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I am a certified project management professional with 15 years of working experience on various multidimensional and cross functional projects. As a project manager I am trained to learn and propagate on new subject matters to facilitate delivery of projects. I am adept at creating artifacts such as policy documents and charters. I take pride in making dreams come true as a Project Manager with intentional efforts on risk management, effective stakeholder communication, visual representation of big picture, project budget management. I serve as a Program Chair for the PMI Carlina's Charlotte. I am passionate about inclusive societal growth and would love to join hands for community development with focus on sustainable social and environmental development with strategies like responsible production and consumption, community culture and heritage . Educational background overview: I specialized in biology, sustainability, nature conservation and bio diversity during my Bachelors degree in Science. And during my Master's degree in Business Administration (MBA), my major was in Human resources which enhanced my soft skills and indepth understanding of organizational development, change management, human needs hierarchy and the likes. The educational background, corporate working experience delivering multiple projects, volunteering for PMI and most importantly the drive to make a difference to the community I live in; makes me a suitable candidate for serving as a sustainability committee member.

Professional and Civic Experience Relevant to this Committee*

Gained in person insights from various sustainable development and alternate fuels players in Biogas America 2024 conference. Passionate to gain professional and civic experience in Sustainable development area, if given the opportunity to serve.

Occupation

Project Manager

Education

Bachelors in Science (B.Sc Biology and Biodiversity Conservation) Masters in Business Administration (MBA-HR)

Briefly describe your environmental sustainability vision for Huntersville.

How would you accomplish your environmental sustainability vision?

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

PMI Carolina- Charlotte Chapter

Electronic Signature Agreement

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Electronic Signature*

Padma Priya Jayaram

Signature Date*

2/22/2025

Print

Environmental Sustainability Committee Application - Submission #19441

Date Submitted: 3/7/2025

First Name*

Diane

Last Name*

McLaine

Street Address (must be in Huntersville)*

15133 Oxford Hollow

Email Address*

sdmclaine@bellsouth.net

Phone Number*

704-953-4970

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

yes

Approx. Hours You Could Dedicate to this Committee (per month):*

4

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☐

Education

☐

Environmental Policy

☐

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☒

Sustainable Business Practices

☒

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

Researched tree initiatives including ordinances, Tree City qualification, Treasure Tree program, Tree Canopy baselining, and the Tree Charlotte program

Professional and Civic Experience Relevant to this Committee*

Project management and ability to take ideas and translate them into tasks that move to implementation, Former chair of the Huntersville greenway commission

Occupation

Project manager at Wells Fargo

Education

BA in Economics

Briefly describe your environmental sustainability vision for Huntersville.

I would like to be part of proposing, analyzing, and putting in place sustainability initiatives. My initial interest is in the tree canopy, but am excited to support all sustainability initiatives

How would you accomplish your environmental sustainability vision?

Work with the commission to set reachable goals, lay out a plan, and take the steps necessary to put the plan into place

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Served on the Huntersville Greenway commission 2006-2008 and 2018-2023

Electronic Signature Agreement

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Electronic Signature*

Diane McLaine

Signature Date*

3/7/2025

Print

Environmental Sustainability Committee Application - Submission #16991

Date Submitted: 3/14/2024

First Name*

Eric

Last Name*

Rowell

Street Address (must be in Huntersville)*

14306 Rhiannon Ln.

Email Address*

ericwrowell@gmail.com

Phone Number*

7045556666

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

5

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☐

Education

☒

Environmental Policy

☒

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☒

Sustainable Business Practices

☐

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I have been licensed as an attorney for over 15 years now and also have past experience as an insurance adjuster. During my time as an adjuster, I handled environmental claims and litigation and learned about the damage from unregulated industry. I also have experience in dealing with environmental regulatory bodies to ensure my company is in compliance with government regulations and adhering to sustainable practices.

Professional and Civic Experience Relevant to this Committee*

5+ years of legal and risk management work experience dealing with environmental related claims and litigation. Support of local farmers in and around Huntersville to help reduce the environmental impact of trucking industry. Encouraging recycling efforts and sustainability education at each company office in multiple states.

Occupation

Risk Manager

Education

BA - Political Science, NCSU; JD - Charleston School of Law

Briefly describe your environmental sustainability vision for Huntersville.

My vision is a future where environmental sustainability is at the forefront of community values, helping to foster a harmonious balance between nature and development. Huntersville should strive to be a model for responsible and regenerative practices, prioritizing clean air, water, and green spaces that enhance the well-being of our residents.

How would you accomplish your environmental sustainability vision?

We have to start with more community engagement and education. The committee can raise awareness about sustainable practices, climate change, and the importance of preserving local ecosystems; including by developing and enhancing public transportation options, pedestrian-friendly infrastructure, and cycling paths.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

I have previously served on 3 town advisory committees: the Board of Adjustment, 2040 Plan committee, and the HEOSC (educational options study committee). I am not currently serving on any boards.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

/s/ Eric Rowell

Signature Date*

3/14/2024

Print

Environmental Sustainability Committee Application - Submission #19380

Date Submitted: 2/28/2025

First Name*

Timothy

Last Name*

Sanborn

Street Address (must be in Huntersville)*

8616 Taybrook Dr

Email Address*

tim.p.sanborn@gmail.com

Phone Number*

704-813-2246

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

5-10

Area(s) of Expertise (check any that apply)



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I have exposure to the areas checked above by virtue of my experience in the chemical industry as a synthesis chemist, R&D chemist, Technical Service Manager, Sr. Technical Advisor and Sr. Product Steward. Later in my career, I worked in the BASF Sustainability Group, which focused on the many variables impacting the ecoefficiency of the company's products in various industries in various applications.

Professional and Civic Experience Relevant to this Committee*

During my 39 years in the chemical industry, I served three divisions (Polymer Dispersions, Engineering Plastics and Construction Chemicals) as a Senior Product Steward. This position required competence to advise business partners in the interpretation and effects of current laws, trends, policies and governmental reporting requirements in climate change, environmental laws (EPA and states), sustainable energy and sustainability measurement and metrics.

Occupation

retired from BASF

Education

BS Chemistry

Briefly describe your environmental sustainability vision for Huntersville.

I see Huntersville leading its citizens in a dialog about sustainability that leads to an achievable mission statement and goals. Clear and concise communications will lead to education of Huntersville citizens about their roles in achieving stated Town goals. Huntersville will examine the value of current science, policies, practices and education in achieving its goals. The Town will drive sustainability improvements in its operations, buildings and practices and engage its citizens in the pursuit of defined sustainable practices in its homes.

How would you accomplish your environmental sustainability vision?

The Huntersville Sustainability Commission will be responsible for generating a roadmap that drives communication, education and execution of the Sustainability Vision within town staff and operations and the town citizenry.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

I served on the Greenway, Bikeway and Trail Commission for 7 years as a member and Co-chair. Mr. Walsh will, I expect, serve as a reference if needed.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Timothy P Sanborn

Signature Date*

2/28/2025

Print

Environmental Sustainability Committee Application - Submission #16526

Date Submitted: 1/16/2024

First Name*

David

Last Name*

Sayers

Street Address (must be in Huntersville)*

12232 MAYES RD

Email Address*

SayersEsq@gmail.com

Phone Number*

7047871302

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

yes

Approx. Hours You Could Dedicate to this Committee (per month):*

10

Area(s) of Expertise (check any that apply)



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

On a daily basis, I use my technical and legal background to lead teams of people in developing solutions for environmental and energy challenges. I work for an independent, 501(c)(3) non-profit energy research and development organization, with offices in Charlotte and around the world. Each day I am help driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity. For the avoidance of doubt, my thoughts and opinions are my own and do not represent those of any company, entity, or town as a whole.

Professional and Civic Experience Relevant to this Committee*

I am a member and regular participant of the Charlotte Chapter of the Association of Corporate Counsel (ACC), which includes attorneys from large businesses in the region. For the avoidance of doubt, my thoughts and opinions are my own and do not represent those of any company, entity, or town as a whole.

Occupation

Corporate Legal Counsel (in-house attorney)

Education

Juris Doctor, Master of Science in Technology Management, Bachelor of Science in Mechanical Engineering

Briefly describe your environmental sustainability vision for Huntersville.

My environmental sustainability vision is to implement Huntersville's 2040 Plan with sustainability in mind. In other words, to operate in the residents' collective best interests -- while recommending, educating, and/or guiding the town's actions. The town's sustainability vision should be aspirational, equitable, and achievable in the long term.

How would you accomplish your environmental sustainability vision?

As a candidate for the sustainability committee, I would collaborate with others on the committee to set the agenda for actions. There are a number of pieces required to execute this vision, however, a great place to start is to review the reasons the committee was created, defining the roles and expectations of the new committee, gathering best practices of other local municipalities, and developing an implementation plan (with Huntersville's 2040 Plan in mind). I look forward to discussing with the committee.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Although I have not served, I am interested in serving.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

David Sayers

Signature Date*

1/16/2024

Print

Environmental Sustainability Committee Application - Submission #19416

Date Submitted: 3/5/2025

First Name*

Jeremy

Last Name*

Shook

Street Address (must be in Huntersville)*

8917 Lizzie Ln

Email Address*

jeremy.t.shook@gmail.com

Phone Number*

7044508924

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

5-10

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☒

Education

☐

Environmental Policy

☐

Environmental Law

☒

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☒

Sustainable Business Practices

☒

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

Have worked for 30 years in the energy industry.

Professional and Civic Experience Relevant to this Committee*

Currently on the committee. Also served on Pine Lake Prep Board of Directors for 4 years.

Occupation

Consultant

Education

Bachelors and Masters of Mechanical Engineering

Briefly describe your environmental sustainability vision for Huntersville.

Improved greenspace. Use of more renewable energy.

How would you accomplish your environmental sustainability vision?

Work with town departments and community outreach.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Current member of Environmental Sustainability Committee. Term expires this month.

Electronic Signature Agreement

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Electronic Signature*

Jeremy Shook

Signature Date*

3/5/2025

Print

Environmental Sustainability Committee Application - Submission #19285

Date Submitted: 2/15/2025

First Name*

Stacey

Last Name*

Williams

Street Address (must be in Huntersville)*

12128 Rowan Hill Drive

Email Address*

ilovemychild1@gmail.com

Phone Number*

5169433337

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

Whatever is needed

Area(s) of Expertise (check any that apply)

☐

Climate/Environmental Science

☒

Education

☐

Environmental Policy

☐

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☐

Sustainable Business Practices

☐

Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

Educator/ Administrator

Professional and Civic Experience Relevant to this Committee*

Educator/ Administrator

Occupation

Educator/ Administrator

Education

Doctorate Degree

Briefly describe your environmental sustainability vision for Huntersville.

Have not comprised a plan as yet, new to the area

How would you accomplish your environmental sustainability vision?

Have not comprised a plan as yet, new to the area

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Community Education Council NYC Community Board 12 Jamaica Queens NY

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Stacey Williams

Signature Date*

2/15/2025



Request for Board Action

March 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: Parks and Recreation Commission Appointment

EXPLAIN REQUEST:

Consider appointing one (1) member to the Parks and Recreation Commission, due to a vacancy, from 5 applicants.

1. Three-year term, expiring 12/31/2025

ACTION RECOMMENDED:

Appoint 1 member.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Parks and Recreation Commission Overview - 20250313
2. Parks and Recreation Commission Applicant Packet - 20250311
3. P&R Board Member Map 3-11-2025

Parks and Recreation Commission

9 Members Total
 8 Current
 0 Expiring
 1 Vacant
1 APPOINTMENT(S) NEEDED

CURRENT MEMBERS (8)

Name	Position/Title	Notes	Term Exp & Years		Regular Term Start		
					Partial	Term 1	Term 2
Lewis, Kathy	Chair		12/31/2025	2		1/6/2020	1/3/2023
Curran, Kent			12/31/2027	3		1/3/2022	12/17/2024
Cypress-McNairy, S. Magic		replaced Brown	12/31/2025	3	3/18/2024		
Freeman, Frank		replaced Harrington	12/31/2026	3	4/3/2023	12/18/2023	
Harris, Janelle		replaced Baumgardener	12/31/2026	3	1/3/2023	12/18/2023	
Munro, Andrew "Ash"			12/31/2026	3		12/7/2020	12/18/2023
Nair, Arun		replaced Hutto	12/31/2027	3	3/4/2024	12/17/2024	
Reich, Patty		replaced Chiesa	12/31/2027	3	8/6/2024	12/17/2024	

VACANCIES SINCE LAST APPOINTMENT

VACANCIES SINCE LAST APPOINTMENT					Alternate Term Start			Regular Term Start			
Name	Notes	Early Term	Original Term Exp & Years		Partial	Term 1	Term 2	Partial	Term 1	Term 2	Term 3
Johnson, Telisa	removed for absenses, r	2/26/2025	12/31/2025	3			12/18/2023				

APPLICANTS (5)

Name	ETJ?	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Barnes, Kentrell	☐	No	11/29/2023	3/11/2025
Correll, Sharon	☐	No	11/5/2024	3/4/2025
Emery, Brian	☐	No	2/13/2024	3/4/2025
Robinson, Lucy	☐	No	10/31/2024	3/11/2025
Woodbury, Sarah	☐	No	11/14/2024	3/11/2025

* Term expires within 3 months

Thursday, March 13, 2025

Print

Advisory Boards & Commissions Application - Submission #16241

Date Submitted: 11/29/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Parks and Recreation Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Kentrell

Last Name*

Barnes

Street Address (must be in Huntersville)*

12705 Cumberland Crest Dr

Is this address in the ETJ?*



No



Yes

Email Address*

barnes.kentrell@ymail.com

Phone Number*

7046158207

Occupation

Videography

Place of Employment

BGEA

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

15-30

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

Filmmaking, marketing, advertising, coaching.

Education

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Turkey giveaway in Baltimore. World Hunger in Huntersville. Mission trips to other countries.

Electronic Signature Agreement

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Electronic Signature*

Kentrell Barnes

Signature Date*

11/29/2023

Print

Advisory Boards & Commissions Application - Submission #18590

Date Submitted: 11/5/2024

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Parks and Recreation Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Sharon

Last Name*

Correll

Street Address (must be in Huntersville)*

15314 Moate Ct

Is this address in the ETJ?*



No



Yes

Email Address*

sharonmaly@gmail.com

Phone Number*

6083461464

Occupation

unemployed

Place of Employment

Approx. hours you could dedicate to this Board/Commission (per month)*

20

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

I have played adult softball through Huntersville Parks and Recreation for a few years. I frequently use a variety of the playgrounds, trails and courts in Huntersville with my family and friends. My children participate in local sports programs throughout the year and I have volunteered as a coach for basketball, soccer and softball.

Areas of Expertise, Interests and Skills

I love the outdoors, sports and our community. I am a licensed attorney with a career dedicated to public service as a former Assistant District Attorney and a former Associate County Attorney (Mecklenburg). I have excellent research and analytical skills to assist the Commission in making informed decisions for our community.

Education

University of Georgia- BA in Political Science and Spanish, May 2005 University of Wisconsin Law School, December 2007

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Volunteer Tutor at Blythe Elementary in Heart Math Program since 2022 (previously a volunteer tutor at Westerly Hills Academy). Classroom volunteer at Community School of Davidson assisting students with reading and writing (2022-2024). Volunteer Coach at Independence Soccer, HYAA basketball, and Lake Norman Little League Softball. Volunteer Religious Education Teacher at St. Peter Catholic Church in Charlotte since 2022.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement

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Electronic Signature*

Sharon Correll

Signature Date*

11/5/2024

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #16868

Date Submitted: 2/23/2024

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Parks and Recreation Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Bryan

Last Name*

Emery

Street Address (must be in Huntersville)*

14215 Harvington Dr, Huntersville, NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

emeryb@me.com

Phone Number*

7042499749

Occupation

Platform Manager

Place of Employment

Bank Of America

Approx. hours you could dedicate to this Board/Commission (per month)*

5

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

I've been a runner all my life and used to bike to work most days when I lived in Minnesota and had bike trail access into downtown. I've run 13 marathons and spend a ton of time on the greenways. I also have two young boys (4&7) who we take to parks in the area several times a week. I'm a certified project manager and have run several tech projects professionally and several construction renovations personally. Ive also coached the marathon at the university location Run For Your Life store.

Education

University of Iowa Finance BBA, PMP certified project manager, and USA Triathlon certified level 1 coach.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Habit for humanity, marathon coach (run for your life volunteer coach), and race support volunteer

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement

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Electronic Signature*

Bryan J Emery

Signature Date*

2/23/2024

Print

Advisory Boards & Commissions Application - Submission #18555

Date Submitted: 10/31/2024

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Parks and Recreation Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Lucy

Last Name*

Robinson

Street Address (must be in Huntersville)*

12312 Tin Pan Aly Unit A

Is this address in the ETJ?*



No



Yes

Email Address*

lucyrobinson9714@yahoo.com

Phone Number*

9804419135

Occupation

Social Worker

Place of Employment

Mecklenburg County DSS

Approx. hours you could dedicate to this Board/Commission (per month)*

12-15

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

N/A

Business and Civic Experience related to this Advisory Board or Commission

2015 Mecklenburg County Domestic Violence Commission New Hanover County Commission on African American History, Heritage, and Culture

Areas of Expertise, Interests and Skills

Planning large group events (30-1500) for Mecklenburg County DSS

Education

Masters in Psychology

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

2024 Cupcake Walk; Loop Events Volunteer (Ongoing) 2021, 2022, 2023, 2024 Mecklenburg County Shop with a Cop

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Lucy E Robinson

Signature Date*

10/31/2024

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #18672

Date Submitted: 11/14/2024

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Parks and Recreation Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Sarah

Last Name*

Woodbury

Street Address (must be in Huntersville)*

13007 Vermillion Crissing Ct.

Is this address in the ETJ?*



No



Yes

Email Address*

sarah_woodbury@yahoo.com

Phone Number*

4049441103

Occupation

Retired teacher

Place of Employment

Approx. hours you could dedicate to this Board/Commission (per month)*

25

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

Tennis captain, team mother

Areas of Expertise, Interests and Skills

Tennis, Pickleball

Education

Florida State university BS in education

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Recreation chairperson for tennis in Atlanta

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement

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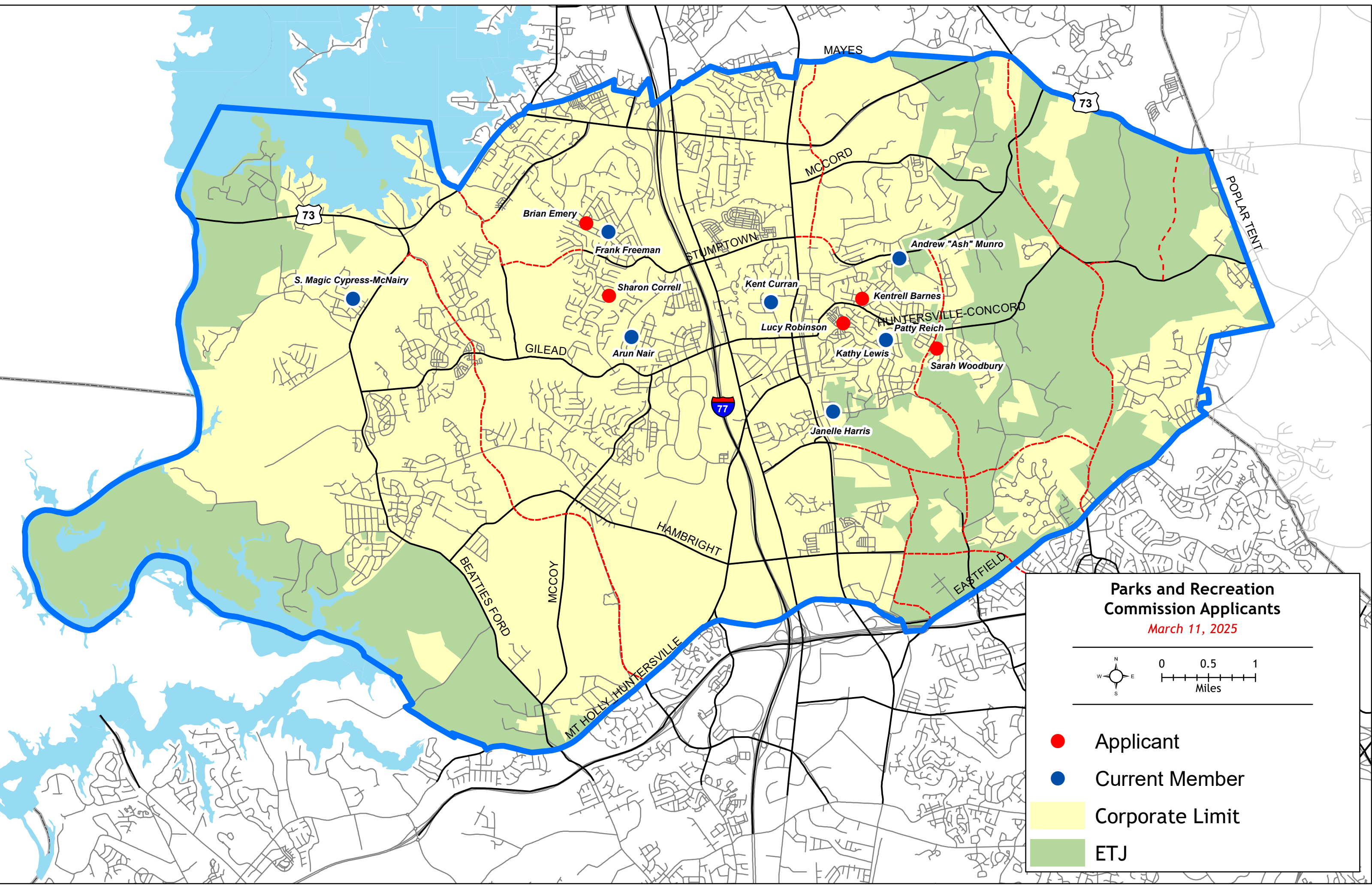
Electronic Signature*

Sarah Woodbury

Signature Date*

11/14/2024

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).



Parks and Recreation Commission Applicants

March 11, 2025

N

W

E

S

0

0.5

1

Miles

Applicant

Current Member

Corporate Limit

ETJ

Path: M:\PLANNING\Arcview Projects\Parks Department Maps\Board Applicant Maps\P&R Board Member Map 3-11-2025.mxd



Request for Board Action

March 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Resolution Disbanding Huntersville Ordinances Advisory Board

EXPLAIN REQUEST:

This Resolution formally disbands the Huntersville Ordinances Advisory Board.

ACTION RECOMMENDED:

Approve Resolution.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



RESOLUTION OF THE TOWN OF HUNTERSVILLE FOR THE DISBANDMENT OF THE HUNTERSVILLE ORDINANCES ADVISORY BOARD

Resolution No. R-2025-11

WHEREAS, in 2015, the Town of Huntersville created the Huntersville Ordinances Advisory Board (the "HOAB"); and

WHEREAS, the original purpose of the HOAB was to review and evaluate the Town's Zoning and Subdivision Ordinances; and

WHEREAS, the Town Board believes that purpose has been fulfilled after numerous text amendments; and

WHEREAS, that purpose shall continue to be fulfilled with text amendments that align with legislative updates as they occur and with the required review by the Planning Board; and

WHEREAS, the Town Board desires to revoke the bylaws and disband the HOAB.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board hereby revokes the bylaws and disbands the HOAB.
2. The Town Board directs staff to amend the Zoning and Subdivision Ordinances to remove all references of the HOAB, as necessary.
3. The Town Manager is authorized to, acting on the advice of counsel, take any actions necessary to execute the provisions of this resolution.

Adopted this 18th day of March, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



Request for Board Action

March 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Principal Planner

Subject: Peition #SUP24-02 Merancas Fire Training Facility

EXPLAIN REQUEST:

Conduct a quasi-judicial hearing on Petition #SUP24-02 Merancas Fire Training Facility for a Special Use Permit at 11700 Old Verhoeff Drive (PIN# 01720101) for a fire training facility with a burn building.

ACTION RECOMMENDED:

Conduct a Quasi-Judicial Hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. SUP24-02 Evidentiary Hearing Staff Analysis
2. Town of Huntersville Application - Special Use Permit - Merancas Fire Training Facility (1)
3. 20250304_CPCC-M SUP Applicant Burden_R
4. 30881.0001 - CPCC Merancas Special Use Set

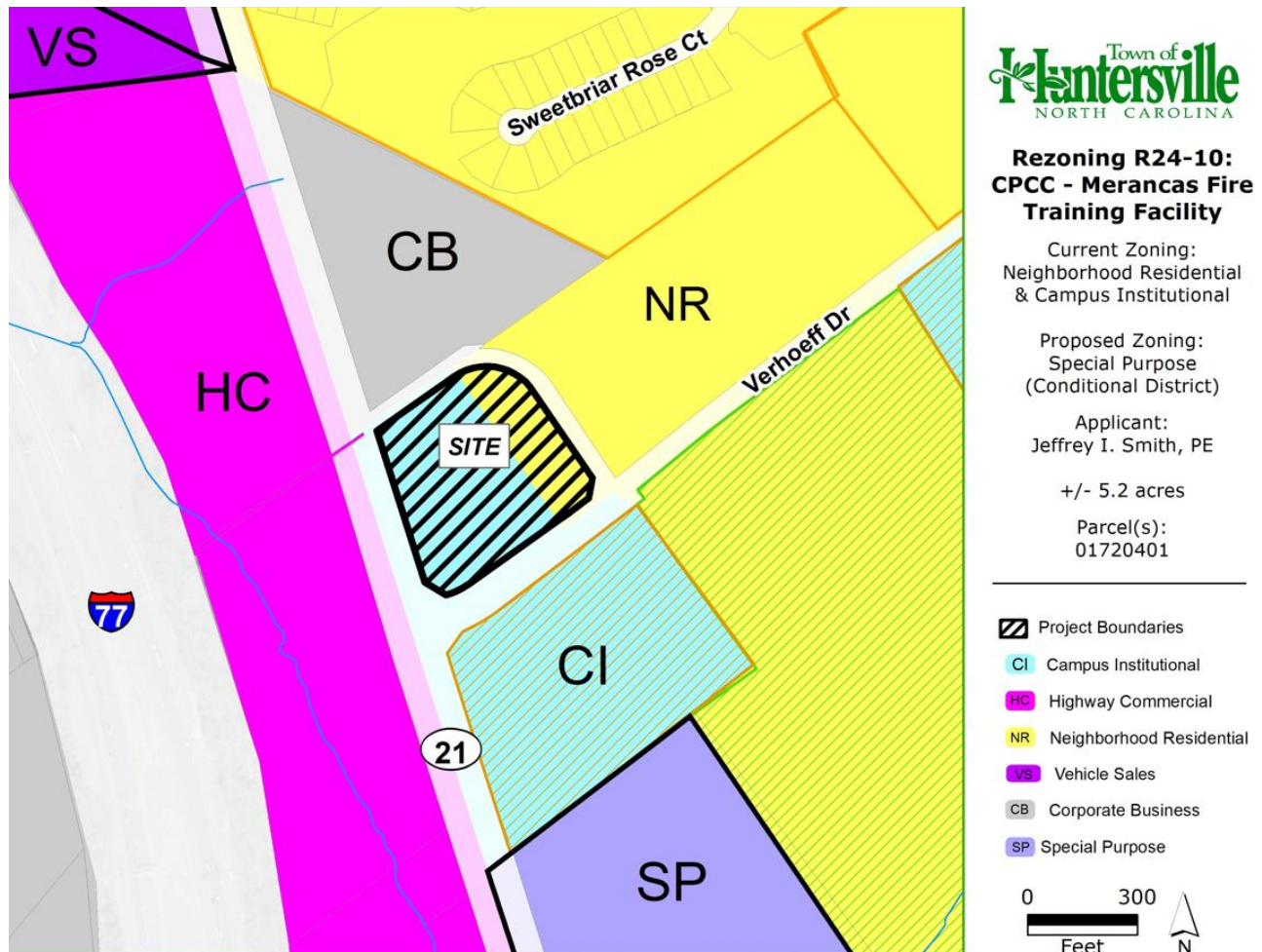
REQUEST:

Special Use Permit Application for Other Environmentally Sensitive Uses not Expressly Permitted (uses causing smoke) in Special Purpose District – SUP24-02

1: DESCRIPTION

Petition #SUP24-02 is a request by Central Piedmont Community College for a Special Use Permit for the accessory use of “Other Environmentally Sensitive Uses Not Expressly Permitted” (uses causing smoke) in the Special Purpose District at 11700 Old Verhoeff Drive-PIN# 01720401. The principal use proposed for a “vocational and technical school” is permitted by right in the district (education building for fire training), however because the training involves controlled burning of a burn building(see site plan) , the smoke from the burning of materials requires the issuance of a special use permit subject to the conditions outlined in Article 9.24.

PART 2: LOCATION



PART 3: STAFF FINDINGS

The Town Zoning Ordinance requires this proposal to meet these standards and findings of fact for a Special Use Permit to be granted by the Town Board

Article 9.24 Environmentally Sensitive Uses Not Expressly Permitted:

Uses not expressly named in this ordinance, but which may constitute a greater than average impact on the environment or diminish the use and enjoyment of nearby property by generation of noise, smoke, fumes, odors, glare, commercial vehicle traffic, or similar nuisances, are permitted in the SP District subject to a Special Use Permit, according to the procedures of Section 11.4.10.

The Town Board shall issue a Special Use Permit for the subject facility in the SP District if, but not unless, the evidence presented at the Special Use Permit hearing establishes:

1. That a comprehensive site plan addresses the development standards below:

1. Adjoining properties and streets are protected from adverse impacts of the use and buildings on the proposed site by the locations of buffers and/or screens;

Staff Comment: The buffers are efficient to screen to use for aesthetic purposes per the proposed landscape plan. The applicants will need to prove that no adverse impacts will exist due to the smoke because of the use. An Air Quality Impact Study has been provided by the applicants from AECOM to analyze the project output from live fire training. The results from an Air Quality Impact Study show that the exposure to the nearby community is relatively small and below air quality standards or acceptable level thresholds (See Applicant Burden from with attachments for evidence).

2. Any areas of the site which may present a danger to residents, their children, pets, or livestock shall be fenced with non-climbable fencing material to a height sufficient to avert said danger; fencing shall be installed on the interior of any buffering or screening;

Staff Comment: The proposed site plan shows security fencing around the developed areas of the site.

3. Vehicular access to the proposed use will be provided by way of a road sufficiently sized to accommodate the generated trips and the vehicles typically associated with the use; a use considered under the standards of this special use permit process shall not be accessed through a residential neighborhood nor from a Residential Local street.

Staff Comment: The site plan shows access from Old Verhoeff Drive, a non-residential street and will meet all applicable standards for access by the Town Zoning Ordinance and Engineering Standards.

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

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

STAFF FINDINGS: All applicable fire and building safety codes will be met if approved. Furthermore, as stated in the application, no plastics, liquid fuels, furniture, or other petroleum-based items will be used as fuel for the on-site burns. The fuel burned is wood pallets and straw bales only.

An Air Quality Impact Study has been provided by the applicants from AECOM to analyze the project output from live fire training. The results from an Air Quality Impact Study show that the exposure to the nearby community is relatively small and below air quality standards or acceptable level thresholds (See Exhibit 1-Applicant Burden form).

Staff finds the evidence credible by showing scientific data to show the effects of air quality by the development will not materially endanger public health.

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

STAFF FINDINGS: The applicants engaged Commercial Real Estate Appraisal and Real Estate Consulting Firm of T. B. Harris Jr. & Associates to evaluate the potential impact on adjacent or abutting property values. The Study concluded that the development as proposed will not substantially injure the value of adjacent or abutting properties (See Exhibit 2 provided within the applicant burden form).

Staff finds the evidence credible as it includes a detailed review of the proposed site, and vicinity of the site while also shows data from research performed for market studies with other fire training facilities in North Carolina to determine whether the market provides credible quantitative evidence of substantial injury to the value of adjacent or abutting properties.

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

STAFF FINDINGS: The proposal is consistent with the Huntersville 2040 Community Plan policies EV-4 and 4.2 which has a goal of supporting education and workforce training opportunities to align local jobs with residents and encourages the support of efforts at CPCC, CMS, and others to train and develop a skilled workforce to meet labor demands for local business and industry. 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.

As far as land uses are concerned in the vicinity of the proposed project there are civic uses all along Verhoeff Drive. The example sites included in this package do not address adjacent land uses for this proposal. Staff would recommend that the applicants focus on

Town of Huntersville Community Plans and how this site is consistent with the plan goals to justify this section for approval.

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

STAFF FINDINGS: The proposal will comply with all applicable standards except for a pending modification approval by the Town Board for varying buffer widths. A proposed Conditional District Rezoning will follow this SUP application and includes this modification request. Staff is in favor of the request.

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

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

PART 4: PLANNING STAFF RECOMMENDATION

Staff finds the Special Use Permit application does currently meet the requirements for approval for the proposed fire training facility based on the above findings of fact. Staff finds the evidence provided by expert witnesses to be credible and pertinent to the requirements of the zoning ordinance.

PART 5: EVIDENTIARY HEARING/FINAL ACTION

The Special Use Permit Evidentiary Hearing will be held on March 18, 2025.

PART 6: ATTACHEMENTS

- A: Application
B: Special Use Permit Set(Site Plans)
C: Architectural Plans and Elevations
E: Special Use Permit Applicant Burden Document

PART 7: Town Board Decision Statements

In Favor of the Special Use Permit

In considering the Special Use Permit SUP24-02, Merancas Fire Training Facility, we, the Town Board, find that the request meets all required conditions and specifications, is reasonable and does not pose an injurious effect on adjoining properties, and finds that the character of the neighborhood or

the health, safety and general welfare of the community will be minimized. This decision is supported by the following findings:

1)

2)

Add additional statements as necessary.

Against the Special Use Permit

In considering the Special Use Permit SUP24-02, Merancas Fire Training Facility, we, the Town Board, find that the request does not meet the required conditions and specifications.

(List which conditions are not being met)

1)

2)

Add additional statements as necessary.

In addition, the use poses an injurious effect on adjoining properties and the Town Board finds that the request is not character of the neighborhood and there will be negative effects on the health, safety and general welfare of the surrounding community based on the following findings:

1)

2)

Add additional statements as necessary



General Application

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

1. Application Type

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

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

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

2. Project Data

Date of Application 10/01/2024

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-CD

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>.

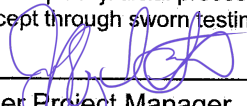
5. Outside Agency Information

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 

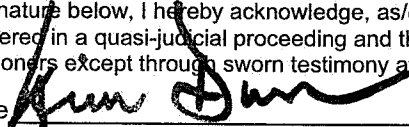
Title Civil Engineer Project Manager Email smith.jeff@tandh.com

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

Applicant Burden of Proof for Special Use Permits, Article 11.4.10(e).2:

The applicant has the burden of producing competent, material, and substantial evidence establishing that:

1. The proposed special use will not materially endanger the public health or safety;
2. The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity;
3. The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan;
4. The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located; and
5. The proposed special use will comply with all general and specific standards required by the appropriate section of this ordinance for the issuance of a special use permit for this use.

Please note, if the applicant fails to provide substantial, material, and competent evidence addressing the applicable criteria, then the Town Board must deny the permit. That is true regardless of whether potential opponents present any evidence on point or not.

Expert Witness & Competent, Material, and Substantial Evidence:

Expert Witness:

- Generally, an expert witness is one qualified by knowledge, skill, experience, training, or education to provide specialized knowledge to help with the understanding of evidence or the determination of facts.
- Expert witnesses may include (but are not limited to):
 - A qualified appraiser when determining property value impact.
 - In North Carolina an owner of real property is generally competent to testify as to the value of their own property even though their knowledge on the subject would not qualify them as a witness were they not the owner.
 - An owner is generally expected to know what price the owner paid for the property and the uses to which the property may be put and to have a reasonably good idea of what it is worth. It is understood that the owner's opinion of the value of her own property may be subject to bias.
 - A transportation engineer when determining traffic impact.
 - A doctor or scientist when determining if the emissions from a proposed development would endanger the public health.

Competent, Material, and Substantial Evidence:

- Competent evidence is evidence that is sufficiently trustworthy and reliable, and that is legally fit and acceptable for consideration by the Board.
 - Speculative, irrelevant, or vague evidence; non-expert opinions on something that requires an expert; and hearsay evidence will likely not be competent evidence.
- Material evidence is evidence that shows that the standards will or will not be met.
- Evidence is substantial if it is relevant and regarded by a reasonable person as sufficient to support a specific conclusion.
 - Speculation, unsubstantiated fears of the community, or vague assertions do not constitute substantial evidence.

Special Use Permit- Applicant Burden

- Competent, material, and substantial evidence may include (but is not limited to):
 - Documentation
 - Staff Reports
 - Notice of Violation
 - Adopted Town Plans
 - Academic Journal
 - Wills and Deeds
 - Financial Reports and Documents
 - Transactional Reports and Documents
 - Photograph
 - Expert Testimony

Applicant Response:

In the following space, indicate what competent, material, & substantial evidence you will provide to establish that:

1. The proposed special use will not materially endanger the public health or safety.

The project will follow required codes and standards, including the NC Building Code, NC Fire Code and OSFM requirements. Training will adhere to NC Fire Rescue Commission Live Fire Policies including NFPA 1402, 1403, 1142 and 1584. No plastics, liquid fuels, upholstered furniture, or other petroleum-based items will be used as fuel for the training fires. Fuel for fires will be wood pallets and straw bales only. An Air Quality Impact Study has been provided to analyze the project output from live fire training. The results from an Air Quality Impact Study show that the exposure to the nearby community is relatively small and below air quality standards or acceptable level thresholds. The design includes a single entry point located off Old Verhoeff Drive, which is a secondary road, and the site will be protected by a security fence to prevent unauthorized access. The proposed facilities and landscape will have a high level of routine maintenance in keeping with Central Piedmont standards. **Evidence in support of Item #1: See attached**

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

Property Values: CPCC engaged Commercial Real Estate Appraisal and Consulting firm., T.B. Harris Jr. & Associates, to evaluate potential impact of this project on abutting property values. The Impact Study concluded that the development as proposed will not substantially injure the value of adjacent or abutting properties.

Public Necessity: Local Fire Departments currently drive up to an hour to an Approved Training Facility. This costs local taxpayers to back-fill fire stations while the personnel and apparatus are out of their area. There is additional cost for wear and tear on the apparatus and the apparatus is not available in the fire protection districts in the event of an emergency. This project would reduce cost to the Fire Departments and Towns by providing required training facilities in proximity to or within their district. This facility would keep personnel and apparatus in the area they are serving. The fuel savings alone would be significant. An Approved Training Facility is needed in North Mecklenburg.

Evidence in Support of Item #2: See attached



Special Use Permit- Applicant Burden

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

The proposed facilities will be in harmony with the area which is primarily commercial in nature. Vehicular trips to the site are estimated to

be less than 50 per day, which will have minimal traffic impact. The scale of structures are within the height limits of the local ordinance.

The material palette for the perimeter structures that are most visible to the public are in keeping with adjacent properties including the

CPCC Merancas Campus. Materials include two colors of brick (brown - wire cut and textured, and wire cut buff), dark anodized aluminum

storefront framing, fiber cement siding ("shou sugi ban" style -appearance of being charred), dark anodized aluminum fascia and faux wood

grain aluminum panels. The existing site is an undeveloped parcel with existing mature trees and landscaping on two frontages. This

project provides new landscaping on the other two sides to create the buffers/screening required for compliance with the local ordinances.

Evidence in Support of Item #3: See attached.

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

The proposed special use permit complies with all lot, size, yard and other applicable standards for Special Purpose

Conditional District (SP-CD) found in the Town of Huntersville Zoning Ordinance as shown on the Rezoning Documents

dated 11/26/2024 and noted as CSP 500039. Modifications have been requested to the northern, eastern and western

buffers to reduce the required eighty feet to variable widths as noted and with denser, evergreen landscaping.

Evidence in Support of Item #4: See attached.

5. The proposed special use will comply with all general standards in Article 11.4 and all specific standards in Article 9 for the issuance of a special use permit for this use.

The proposed special use permit complies with all general standards of Article 11.4 and all specific standards of Article 9.

The special use complies with all standards of Article 9.24 regarding Environmentally Sensitive Uses Not Expressly

Permitted. The special use complies with all standards of Article 9.24 regarding Environmentally Sensitive Uses Not

Expressly Permitted to adjoining properties, perimeter security fencing behind the buffers to secure the site, and access from the public, NCDOT maintained roadway.

Evidence in Support of #5: See attached.

Attach additional documents if needed.

SPECIAL USE PERMIT EVIDENCE SUMMARY

1. The proposed special use will not materially endanger the public health or safety.

Evidence in support of Item #1:

- The presentation includes an Air Quality Impact Study prepared by AECOM indicating that the exposure to the nearby community is relatively small and below air quality standards or acceptable level thresholds. **See EXHIBIT #1** for additional information.
- The presentation includes a video of a typical Class A Burn to demonstrate the anticipated smoke development from a burn.
- The presentation includes statements from CPCC and the Fire Department regarding Community notification of scheduled Burns.
 - CPCC will work with the Town and the Fire Departments to post schedules/notifications on the appropriate social media websites for community access.
 - Fire Departments will continue to follow the requirements of OSFM regarding notification.

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

Evidence in Support of Item #2: Value of Abutting Property

- Central Piedmont engaged Commercial Real Estate Appraisal and Real Estate Consulting Firm of T. B. Harris Jr. & Associates to evaluate the potential impact on adjacent or abutting property values. The Study concluded that the development as proposed will not substantially injure the value of adjacent or abutting properties. **See EXHIBIT #2.**

Evidence in Support of Item #2: Public Necessity

- The presentation includes a summary of how Training Facilities are vital investments in public safety by ensuring that firefighters are well-equipped to handle emergencies and protect their communities.
- Lewis McSwain provided a summary regarding the Public Necessity and Benefits of an ISO Certified Training Facilities to the local FDs and community which includes:
 - Provide training for future firefighters.
 - Provide the best trained firefighters to serve Mecklenburg County.
 - Provide proximate, and accessible, training to the communities that active firefighting personnel serve.
 - Savings of taxpayer dollars:
 - i. Eliminates the need and cost to backfill fire stations while personnel and apparatus are training at remote facilities.
 - ii. Saves wear and tear on apparatus due to reduced driving distances to training facilities.
 - iii. Fuel Cost Savings due to less driving distances to training facilities.

See EXHIBIT #3 for more information.

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

Evidence in Support of Item #3:

- “Application for Determination of TIA Need” was submitted stating anticipated occupancy of the facility to be 50 students with 5 training staff. Town of Huntersville Engineering Department determined a TIA was not required. **See EXHIBIT #4.**

SPECIAL USE PERMIT EVIDENCE SUMMARY

- The presentation includes images of existing CPCC Merancas Campus buildings to establish the surrounding context. Elevations and perspectives of the proposed Classroom/Office building are provided showing a material palette in keeping with campus buildings.
- The presentation includes aerial perspectives of the site and proposed new structures. All are within zoning height limitations.
- The presentation includes images of the Training Buildings with a more utilitarian palette of gray CMU and Concrete. The Class A Burn Building will have soot and water stains. These structures are in the middle of the site to aid in screening from public view. There is an option of using a pigmented CMU if the budget allows.
- The presentation includes aerial and street perspectives showing the density of existing and proposed landscape that will screen public view of the interior of the site. The Classroom/Office Building will anchor the Northeast corner of the site and establish the public face for the project with access directly off Verhoeff Drive.

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

Evidence in Support of Item #4:

- The proposed lot size, buffers, setbacks, build-to line, ... have been coordinated with Town Staff and meet the requirements of the proposed rezoning designation of Special Purpose Conditional District.

5. The proposed special use will comply with all general standards in Article 11.4 and all specific standards in Article 9 for the issuance of a special use permit for this use.

Evidence in Support of Item #5:

- By submission of the Applicant Burden Form, we are addressing Article 11.4.
- **Zoning Ordinance Article 9.24a** - Adjoining properties and streets are protected from adverse impacts of the use and buildings on the proposed site by the locations of buffers and/or screens
 - The current rezoning site plan has been vetted with Huntersville Planning Staff to provide acceptable buffers around the perimeter of the site, with the addition of denser, evergreen plantings in areas to provide year-round screening.
- **Zoning Ordinance Article 9.24b** - Any areas of the site which may present a danger to residents, their children, pets or livestock shall be fenced with non-climbable fencing material to a height sufficient to avert said danger; fencing shall be installed on the interior of any buffering or screening.
 - Per rezoning site plan, the perimeter of the training center training area is secured with a permanent security fence and lockable gates located behind the required buffers to control entry to authorized personnel only.
- **Zoning Ordinance Article 9.24c** - Vehicular access to the proposed use will be provided by way of a road sufficiently sized to accommodate the generated trips and vehicles typically associated with the use; a use considered under the standards of this special use permit process shall not be accessed through a residential neighborhood nor from a residential local street.
 - Per the rezoning site plan, access to the site will be provided from Old Verhoeff Drive, a NC DOT maintained roadway.

EXHIBIT #1

AECOM Air Quality Impact Study

See attached Air Quality Impact Study prepared by:

AECOM

5438 Wade Park Boulevard, Suite 200

Raleigh, NC 27607

Air Quality Impact Study

Merancas Fire Training Facility

March 3, 2025

Quality information

Prepared by



Christopher Warren

Checked & Verified by



Jeffrey Connors

Approved by



Jonas Gilbert

Prepared for:

Clark Nexsen

Prepared by:

AECOM
5438 Wade Park Blvd
Suite 200
Raleigh, NC 27607
aecom.com

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Executive Summary

An air quality impact study was prepared to evaluate the potential change in air quality to the surrounding community associated with a new Fire Fighter Training Facility. As part of the facility, a Class A Burn Building would be used to host training events where students and fire fighter trainees will learn how to fight live fires in a controlled environment. These fires would be fueled by a combination of hard and soft wood pallets and bales of straw.

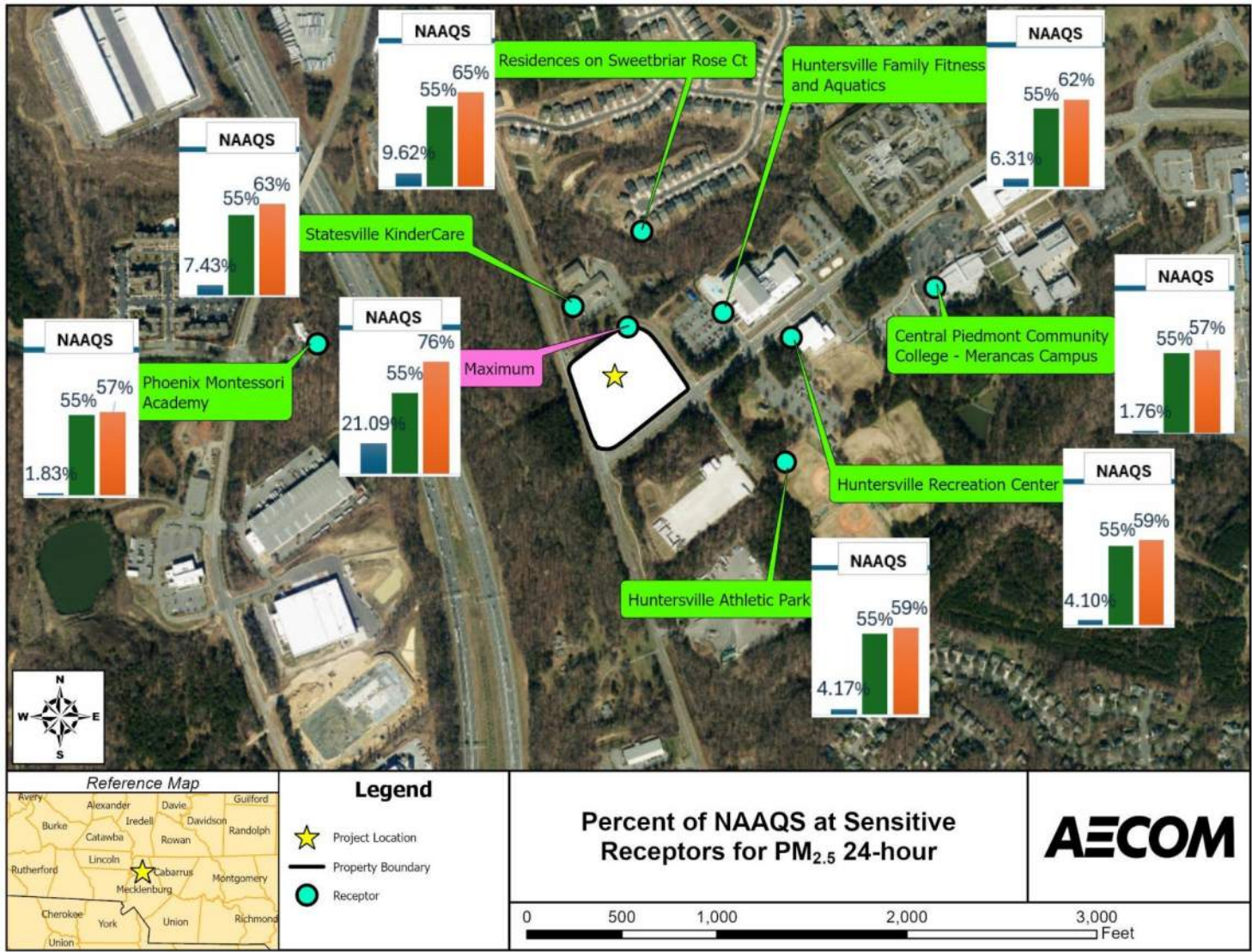
The analysis of the air quality impact study is based on a potential emissions estimates over the course of a day and year. These worst-case potential emissions for the proposed facility are well below Mecklenburg County Air Quality Commission's thresholds which, if exceeded, would require the facility to obtain an air permit, per Ordinance Section 1.15211(f). Controlled burn events will take place in one of two eight-hour periods 6 AM to 2 PM or 2 PM to 10 PM. During one 8-hour burn day, a range of 12 to 15 thirty-pound wood pallets and 6 to 8 fifty-pound bales of straw will be burned. Burning is assumed to not occur during the summer months (June through August) when air quality conditions can be unhealthy for sensitive groups.

Smoke from the fire training facility has the potential to be transported into the nearby community. The pollutant in smoke that present the most hazard to human health are tiny particles of matter (PM_{2.5}) that are less than 2.5 micrometers in diameter which is about 30 times smaller than the diameter of the average human hair. An air dispersion modeling analysis was conducted to evaluate modeled concentrations in the nearby community from estimated emissions of PM_{2.5} and nearly a dozen toxic air pollutants (including benzene and formaldehyde).

The results from the dispersion model show that modeled concentrations in the nearby community are well below federal, state, and county air quality standards or acceptable ambient levels. **Figure ES-1** and **Figure ES-2** help to illustrate the small contribution of the impacts from the proposed Project relative to the National Ambient Air Quality Standards (NAAQS) as compared to the total (project + background) concentrations for 24-hour and annual PM_{2.5}, respectively. The toxic air pollutant that yielded the highest modeled concentrations was formaldehyde, and it was found to be less than 19% of its acceptable ambient level at the property boundary (**Figure ES-3**). The modeling also highlighted that pollutant and toxic concentrations decreased with distance from the property boundary.

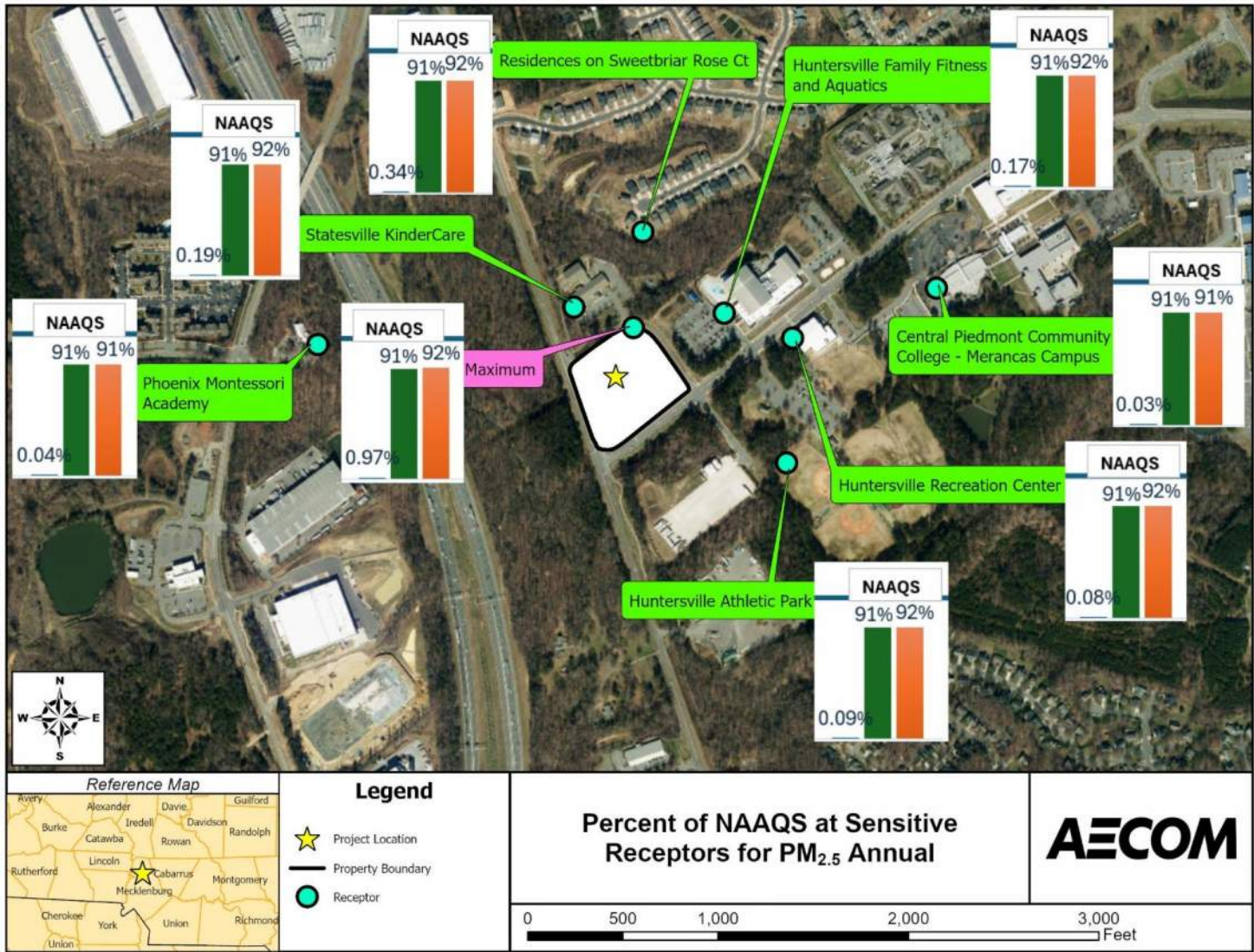
The overall result of this air quality impact study demonstrates that the anticipated fire burning activities at the proposed new fire training facility would not result in exceedances of air quality standards or acceptable ambient level established by the county.

Figure ES-1. Percent of 24-hour PM_{2.5} NAAQS at Maximum and Sensitive Receptor Locations



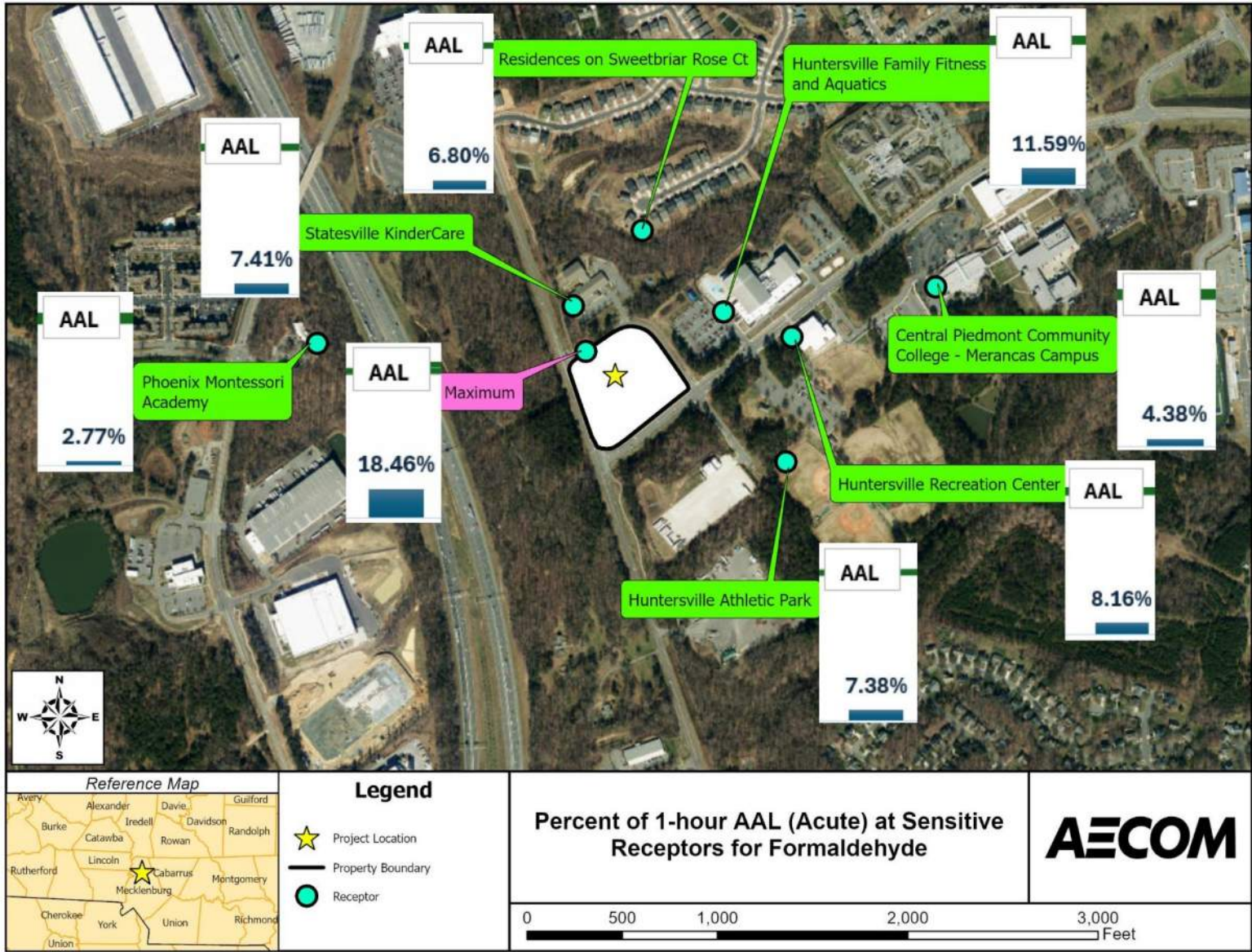
Notes: Total concentration is comprised of background and contributions from the proposed Project. The bars in the bar charts represent project (blue), background (green), and project + background (orange).

Figure ES-2. Percent of Annual PM_{2.5} NAAQS at Maximum and Sensitive Receptor Locations



Notes: Total concentration is comprised of background and contributions from the proposed Project. The bars in the bar charts represent project (blue), background (green), and project + background (orange).

Figure ES-3. Percent of Formaldehyde AAL at Maximum and Sensitive Receptor Locations



1. INTRODUCTION

Clark Nexsen, an architecture, engineering, and design firm, is proposing to develop a new fire training facility (hereafter referred to as the “proposed Project”) at the request of Central Piedmont Community College (CPCC) located in Huntersville, North Carolina. The new training facility would provide a modern and more centralized location for surrounding regional fire departments to train their staff on a regular basis.

The purpose of this technical report is to present the results of an air emissions analysis and to evaluate potential air quality impacts associated with the proposed Project consistent with local, state, and federal standards.

2. PROJECT DESCRIPTION

The proposed Project consists of a new fire training facility located on CPCC’s Merancas Campus at 11700 Verhoff Drive in Huntersville, Mecklenburg County, NC (**Figure 2-1**). The site is approximately 5.2 acres and is currently undeveloped. The facility will serve the dual purpose of preparing students entering into the field of fire safety and training firefighters and officers from local and regional fire departments. Both the college and the local fire departments have a vested interest in creating a facility that serves the needs of the other. With that in mind, the ultimate goal of such a facility is to enhance and improve the overall fire safety for the surrounding community.

The proposed project requires three primary structures: a Class A Burn Building, a Cold Training Tower, and a Fire Training Classroom & Support Building. In addition, the site features space for truck maneuvering and open concrete pads for various fire prop training exercises (**Figure 2-2**). Each of the three buildings and the site have been programmed based on input from Central Piedmont’s Planning and Design team and Fire Training instructors, several local fire departments, and the Design Team. Primary objectives for all programmed area are to satisfy Central Piedmont’s educational curriculum, anticipated growth of this program, and specific ISO Certification requirements that firefighter must maintain.

The Class A Burn Building will use wood or wood products along with straw bales as fuel to generate realistic fire and smoke in a controlled burn environment. Straw bales would be stacked upon a wooden pallet and set on fire to simulate a fire “event”. Each event would last approximately 15 to 30 minutes in duration before being extinguished. It is anticipated that the Class A Burn Building would be utilized up to 8 hours on a given day. It is not anticipated that burn exercises would occur at night, between 10pm and 6 am. The Class A Burn Building to be constructed would be 2.5 stories tall with a maximum height of 42 feet (12.8 meters).

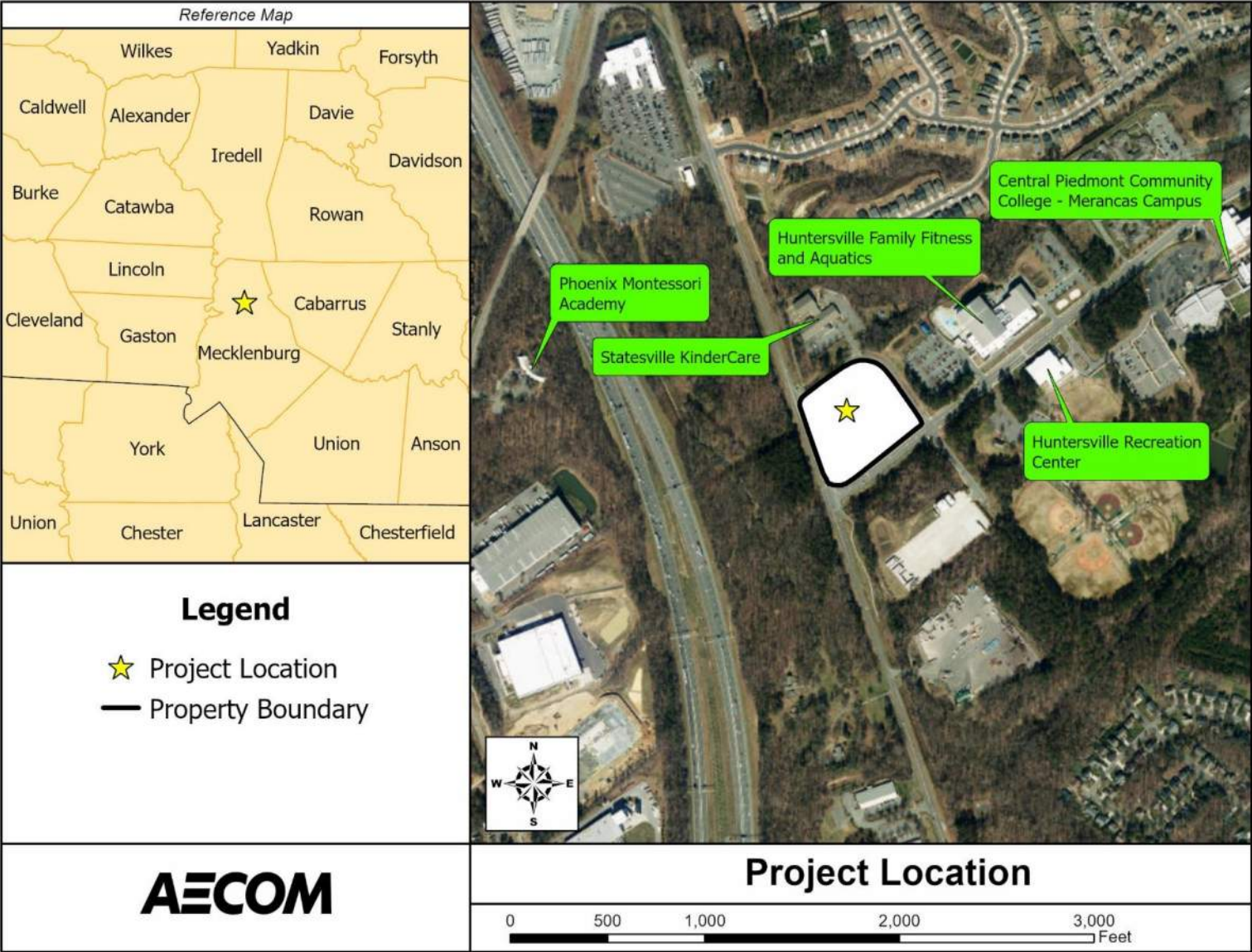
The focus of this air quality impact study is on the pollutants emitted from the burning activities occurring within the Class A Burn Building and what effect those pollutants have on human health in the nearby area.

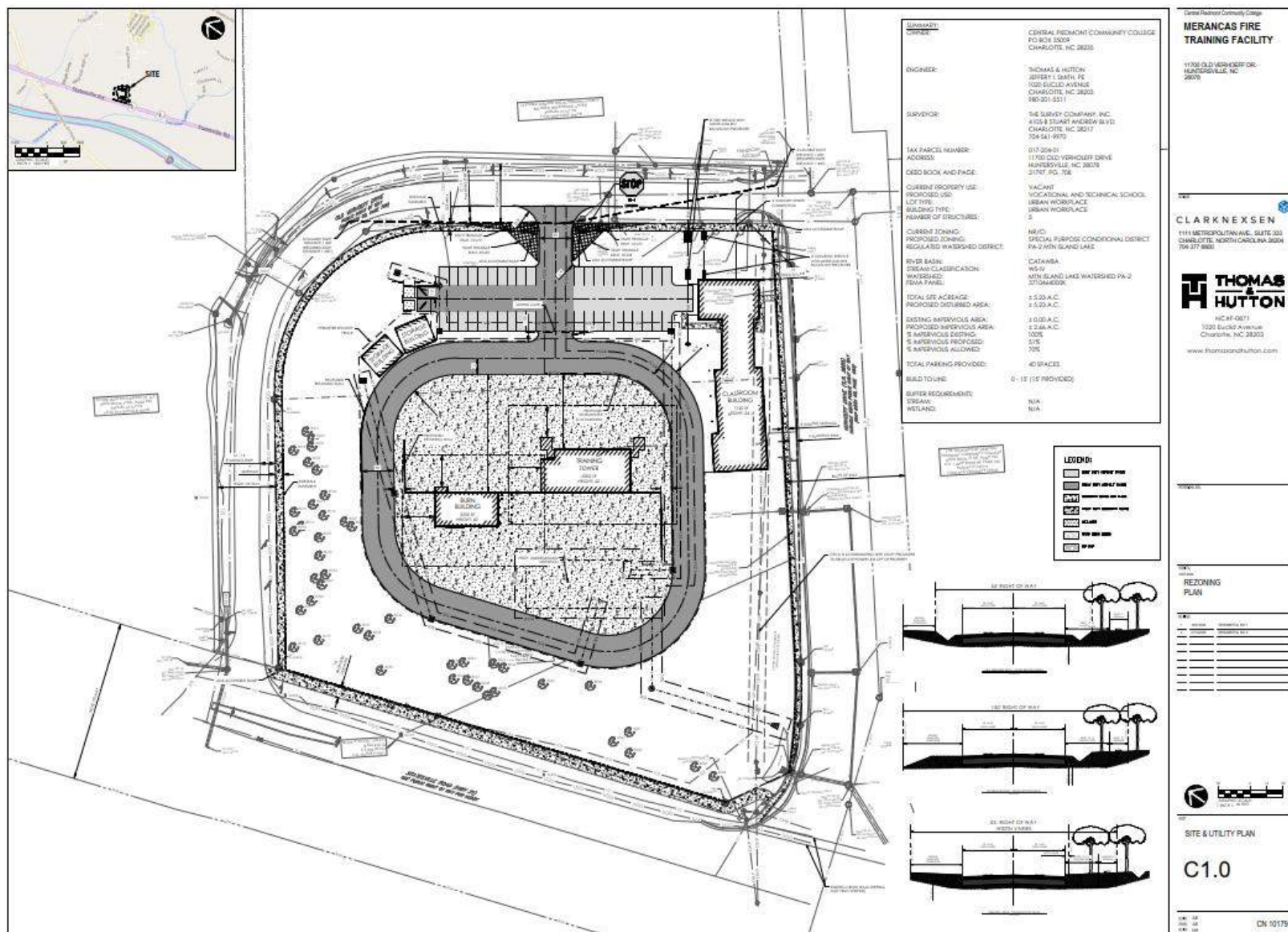
2.1 Study Area

The proposed project site is adjacent to a variety of uses that include a childcare facility, aquatics center, and recreational center / athletics fields. The childcare facility is located approximately 240 feet to the north of the proposed project. To the east is an aquatics center, located approximately 380 feet away from the proposed project. The Huntersville Recreation Center and athletic fields are located to the east and southeast at approximately 635 feet from the proposed project. The closest residential dwelling is approximately 500 feet to the northeast on Sweetbriar Rose Court.

In general, the highest ground-level concentrations from project burn activities are located near or along the property boundary of the proposed project site. The study area evaluated an area along the property boundary and extending out approximately 1,500 feet from the proposed project to ensure the extent of the dispersion of emissions were captured in the analysis. **Figure 2-1** provides an illustration of the study area evaluated.

Figure 2-1. Location of Proposed Project





3. EMISSION ESTIMATES

3.1 Class A Burn Building

Controlled burn events are intended to take place in the Class A Burn Building 75 days of the year and with all flames/fires fully extinguished at the end of the 8-hour day. The days when controlled events occur are called burn days. There will be no burn days when the North Carolina Department of Environmental Quality (NCDEQ) initiates a code orange or code purple air quality rating. In accordance with North Carolina regulation 15A NCAC 02D .1900. Code orange (unhealthy for sensitive group) and purple (unhealthy) occurs when the air quality index is at or greater than 101.

Each training course will consist of 20 trainees. For live fire training, the trainees will be split into crews of three to four. Each trainee will have two chances a day to control the fire with a hose. Only one room of the burn building will have a fire occurring at any given time. While a fire is burning in one room, the crew members not controlling that fire will be setting up the fire event in another room of the burn building. Crews will take turns controlling the fire, cooling down after a fire event, and performing set-up or cleanup operations throughout the 8-hour training event.

Controlled burn events will take place in one of two eight-hour periods 6 AM to 2 PM or 2 PM to 10 PM. During one 8-hour burn day, a range of 12 to 15 thirty-pound wood pallets and 6 to 8 fifty-pound bales of straw will be burned. The wood pallets are made up of untreated oak or pine depending on what is available from the supplier. Straw is the agricultural byproduct of cereal products after the grain and chaff have been removed.

To determine the potential emissions from each 8-hour burn day, the maximum amount of wood pallets (15) and bales of straw (8) plus an additional 10 percent of each fuel was selected to maintain a conservative perspective for this study. Emission factors for the wood pallets and the straw bales were sourced from the established United States Environmental Protection Agency's (US EPA) compilation of air emissions factors for industrial and agricultural activities (AP-42) and studies published by the US EPA's Office of Research and Development and the US Forest Service. The emissions factors from these studies were calculated for several criteria pollutants which have established National Ambient Air Quality Standards (NAAQS) along with several state-regulated toxic air pollutants with their associated acceptable ambient levels. Toxic Pollutant Emission Rate (TPERs) thresholds have been established by Mecklenburg County Land Use and Environmental Services Agency (LUESA) and NCDEQ. Mecklenburg County LUESA's TPERs are normally used to compare with a source's actual emission rate to identify when a source may be required by the County to perform air emissions modeling. Modeling may be required when a source is not exempt from permitting and its actual emission rates exceed the TPER thresholds. This study has evaluated the potential emissions which are estimates of the maximum possible fuel combusted plus a 10% increase to approximate a worst-case scenario.

3.2 Wood Pallet Potential Emissions

US EPA AP-42 Chapter 13.1 Section for Prescribed Burning provides criteria pollutant emission factors, with the exception of SO₂. This section of AP-42 evaluates emissions from two phases of burning; flaming and smoldering. The flaming phase is when there is a strong open flame burning

dry wood. The smoldering phase is during the inefficient and incomplete combustion process due to high amounts of moisture, low heat, insufficient oxygen, or a combination of the three. The burn events at the facility will primarily consist of fires during the flaming phase due to the dry wood and highly combustible straw materials, similar to the strong consistent portion of the flames found at prescribed burns. Therefore, the emission factors for PM_{2.5}, PM₁₀, Total PM, CO, and non-methane VOC during the flaming phase are selected to estimate emissions for the project. According to Chapter 13.1.3 of AP-42, the emissions from SO_x are negligible. However, the SO₂ emission factor was provided in a subsequent US EPA resource discussed below.

Emissions factors for SO₂, metal compounds, and organic compounds were resourced from a “Wildland Fire Smoke in the United States” published by the US EPA’s Office of Research and Development in partnership with the US Forest Service Rocky Mountain Research Station. Chapter 5, titled Emissions, assessed the current state of science regarding the composition, intensity, and drivers of wildland fire emissions in the USA and Canada. Part of the study included baseline emissions tests during prescribed burns of Southeastern forests. Hazardous pollutant metals emission factors from the last 25 years were selected to account for technological sampling advances achieved in the past 15 years. The maximum values were used for the emissions estimate as another layer of conservatism.

At fifteen (15) thirty-pound pallets per day with a 10% increase, the total amount of wood pallets combusted over an 8-hour burn day is 495 pounds or 0.248 tons. **Table 3-1** below for the emission factors and rates for the combustion of the pallets.

Table 3-1. Wood Pallet Potential Emissions

Pollutant	Emission Factor (lb/ton)	Emission Rate (lb/hr)	Emission Rate (tons/yr)
PM	26.67	0.70	0.21
PM ₁₀	14.00	0.43	0.13
PM _{2.5}	12.67	0.25	0.12
Nitrogen Oxides	8.00	0.25	0.07
Carbon Monoxide	107.33	3.32	1.00
Sulfur Dioxide	2.00	0.06	0.02
VOC	5.07	0.16	0.05
<i>Metal Compounds</i>	<i>g/hr</i>	<i>lb/hr</i>	<i>tons/yr</i>
Antimony	5.73E-02	1.26E-04	3.79E-05
Arsenic	6.04E-04	1.33E-06	4.00E-07
Chromium (non Cr6)	9.22E-03	2.03E-05	6.10E-06
Lead	2.77E-02	6.10E-05	1.83E-05
Selenium	3.09E-02	6.80E-05	2.04E-05

Pollutant	Emission Factor (lb/ton)	Emission Rate (lb/hr)	Emission Rate (tons/yr)
Organic Compounds	lb/ton	lb/hr	tons/yr
Benzene	0.80	0.025	0.0074
Formaldehyde	2.40	0.074	0.0223
Hydrochloric Acid	0.20	0.0062	0.0019
Hydrogen Cyanide	0.80	0.025	0.0074

Notes: lb/ton = pounds per ton; lb/hr = pounds per hour; tons/yr = tons per year

3.3 Straw Bale Potential Emissions

The US EPA and US Forest Service’s research of air pollutant emissions caused by prescribed burning of agricultural fields provided insight into the emissions profile of burning bales of straw on an open floor. A 2017 study by led by A.L. Holder on the “Emissions from prescribed burning of agricultural fields in the Pacific Northwest” measured emissions from laboratory and field prescribed burning of wheat (Holder, 2017). Wheat is a cereal crop that consists of about half straw. Emission factors from the laboratory tests were the best representation of the Burn Building’s fire events because both occur in controlled indoor environments. The Holder study provided emissions factors for the criteria pollutants and organic compounds with the exception of NO_x oxides and SO₂.

The 2016 study “Agricultural fires in the Southeastern U.S. during SEAC4RS” (Liu et al., 2016) provided the emissions factors for NO_x and SO₂ measured during the prescribed burning of 15 agricultural fires burning rice straw in the southeastern US. This was a collaborative effort between 13 universities, the NASA Langley Research Center, the Atmospheric Chemistry Observations and Modeling Laboratory, National Center for Atmospheric Research, among others. These studies occurred in farmland which tend to have more of the smoldering phase occurring due to the partially live and undried nature of the straw. These were selected and are anticipated to be conservative relative to the anticipated NO_x and SO₂ emissions of the Burn Building fire events.

At eight (8) fifty-pound bales of straw per day with a 10% increase, the total amount of straw combusted over an eight-hour burn day is 440 pounds or 0.22 tons. See **Table 3-2** below for the emission factors and rates for the combustion of the pallets.

Table 3-2. Straw Bale Potential Emissions

Pollutant	Emission Factor (lb/ton)	Emission Rate (lb/hr)	Emission Rate (tons/yr)
PM	7.00	0.19	0.06
PM ₁₀	7.00	0.19	0.06
PM _{2.5}	7.00	0.19	0.06
Nitrogen Oxides	3.29	0.09	0.03

Pollutant	Emission Factor (lb/ton)	Emission Rate (lb/hr)	Emission Rate (tons/yr)
CO	40.00	1.10	0.33
SO ₂	1.38	0.04	0.01
VOC	1.22	0.03	0.01
Organic Compounds	lb/ton	lb/hr	tons/yr
1,3-Butadiene	0.03	8.25E-04	0.0002
Acrolein	0.12	3.41E-04	0.0010
Acetonitrile	0.02	6.60E-04	0.0002
Acrylonitrile	0.01	1.87E-04	0.0001
Benzene	0.08	2.20E-03	0.0007
Methane	1.22	3.35E-02	0.0101
Methyl Ethyl Ketone	0.05	1.49E-02	0.0004
Naphthalene	0.01	3.84E-04	0.0001
Styrene	0.01	2.53E-04	0.0001
Vinyl Acetate	0.15	4.01E-03	0.0012
m-,p- Xylenes	0.01	3.35E-04	0.0001
Sum of Polycyclic Organic Matter	0.03	7.51E-04	0.0002

Notes: lb/ton = pounds per ton; lb/hr = pounds per hour; tons/yr = tons per year

3.4 Summary of Emissions

The summary of the Burn Building's potential emissions for criteria pollutants is in **Table 3-3** below. The summary of the Burn Building's potential emissions for toxic air pollutants (TAPs) is compared with the TPER thresholds in **Table 3-4** below.

Table 3-3. Summary of Criteria Pollutant Potential Emission Rates for the Burn Building

Pollutant	Total Emission Rate (ton/yr)	Total Emission Rate (lb/day)
PM	0.27	7.15
PM ₁₀	0.19	5.00
PM _{2.5}	0.18	4.67
Nitrogen Oxides	0.10	2.70
CO	1.33	35.7

Pollutant	Total Emission Rate (ton/yr)	Total Emission Rate (lb/day)
SO ₂	0.03	0.80
VOC	0.06	1.52

Notes: lb/ton = ton/yr = tons per year; lb/day = pounds per day

Table 3-4. TAP Potential Emissions and the TPER Thresholds

Pollutant	Potential Emission Rate	TPER	Units	Exceeds TPER?
Arsenic	0.001	0.053	lb/yr	No
1,3-Butadiene	0.495	11	lb/yr	No
Acrolein	0.003	0.02	lb/hr	No
Acrylonitrile	0.0002	0.22	lb/hr	No
Benzene	16.2	8.1	lb/yr	Yes
Formaldehyde	0.12	0.04	lb/hr	Yes
Hydrochloric Acid	0.01	0.18	lb/hr	No
Hydrogen Cyanide	0.02	0.28	lb/hr	No
Methyl Ethyl Ketone	0.001	22.4	lb/hr	No
Styrene	0.0003	2.7	lb/hr	No
m-,p- Xylenes	0.0003	16.4	lb/hr	No

Notes: lb/yr = pounds per year; TPER = Toxic Pollutant Emission Rate Threshold

The TPER thresholds are from obstructed emission rates table in section 1.5711 of the Mecklenburg County Air Pollution Control Ordinance. The TPER units vary depending on whether they are carcinogens, chronic toxicants, acute systemic toxicants, or acute irritants. Obstructed rates were chosen because the fires occur indoors and the smoke plume would travel out of the burn building's windows and doorways.

LUESA and NC DEQ have not established TPERs for every federally regulated hazardous air pollutant (HAP). The following HAPs do not have TPERs:

- Antimony
- Chromium (non-Chromium 6)
- Lead
- Selenium
- Acetonitrile
- Methane
- Naphthalene

- Vinyl Acetate

Benzene and Formaldehyde are the only chemicals that slightly exceed their TPER threshold. The TPER is only an indicator of when modeling should be performed to compare with AALs. Exceeding the TPER threshold does not indicate that the source increases the risk of health hazards. Also, this is a study of potential emission rate, not the actual emission rate which is what the TPERs are normally compared with. Actual emission rates would consider the actual number of pallets and bales of straw used and not the maximum plus a 10% buffer. The number of burn days might be reduced in an actual scenario as well.

4. AIR QUALITY ENVIRONMENTAL SETTING

4.1 Existing Conditions

Air quality is defined by the concentration of pollutants in relation to their impact on human health and public welfare. Concentrations of air pollutants are determined by the rate and location of pollutant emissions released by pollution sources, and the atmosphere's ability to transport and dilute such emissions. Natural factors that affect transport and dilution include terrain, wind, and sunlight. Therefore, ambient air quality conditions within the local area are influenced by such natural factors as topography, meteorology, and climate, in addition to the amount of air pollutant emissions released by existing air pollutant sources.

Climate, topography, and meteorology influence regional and local ambient air quality. Mecklenburg County is located within the Piedmont Plateau and is characterized as a humid subtropical climate. The Piedmont Plateau is comprised of relatively rolling hills and is bordered on the west by the Appalachian Mountains (approximately 50 miles from Mecklenburg County) and the coastal plain roughly 100 miles to the east.

According to the Mecklenburg County LUESA Air Quality Commission's annual report, the County continues to meet federal health-based standards and air quality has remained good despite rapid growth of County population (Mecklenburg County, 2024). US EPA has designated Mecklenburg County as being in attainment for both PM₁₀ and PM_{2.5}. An "attainment" designation for an area signifies that pollutant concentrations did not exceed the established standard.

According to the US Forest Service, chemicals in smoke that present the most hazard to human health are CO, aldehydes, other volatile compounds, and tiny particles of matter that are small enough to be inhaled (i.e., PM_{2.5}). PM_{2.5} is the primary pollutant of concern for this application as smoke contains relatively low concentrations of CO, aldehydes and other compounds even at very short distances away from the fire (US Forest Service, 2025).

Mecklenburg County operates three (3) PM_{2.5} monitors. The closest to the proposed Project site is the Friendship Park (AQS Site ID 37-119-0048) located at 2310 Cindy Lane, Charlotte, NC, approximately 7.5 miles to the south-southwest.

4.2 Particulate Matter Air Quality Standards

The chemical in smoke that present the most hazard to human health are tiny particles of matter (PM_{2.5}) that are less than 2.5 micrometers in diameter which is about 30 times smaller than then

diameter of the average human hair. US EPA groups PM into two categories for which NAAQS have been established and describes the groups of PM as follows:

- **PM₁₀** : inhalable particles, with diameters that are generally 10 micrometers and smaller; and
- **PM_{2.5}** : fine inhalable particles, with diameters that are generally 2.5 micrometers and smaller.

PM_{2.5}. Fine particles, such as those found in smoke and haze, are PM_{2.5}. Sources of fine particles include all types of combustion activities (motor vehicles, power plants, wood burning, etc.) and certain industrial processes.

Given the associated health concerns with PM_{2.5}, it was the pollutant selected to evaluate the air quality impacts relative to emissions of PM from the fire burn events.

The Clean Air Act, which was last amended in 1990, requires US EPA to set NAAQS (40 CFR part 50) for six principal pollutants (including PM) which can be harmful to public health and the environment. The Clean Air Act identifies two types of NAAQS: (1) Primary standards provide public health protection, including protecting the health of "sensitive" populations such as asthmatics, children, and the elderly and (2) Secondary standards provide public welfare protection, including protection against decreased visibility and damage to animals, crops, vegetation, and buildings. Periodically, the standards are reviewed and sometimes may be revised, establishing new standards. The US EPA primary NAAQS for PM_{2.5} have been adopted by LUESA at the County level. **Table 4-1**, shows the NAAQS for PM₁₀ and PM_{2.5}. These values will be used to evaluate the air quality impact of the proposed Project.

Table 4-1. Primary NAAQS – Mecklenburg County

Criteria Pollutant	Averaging Time	Averaging Time	Designation
PM _{2.5}	24Hour	35 µg/m ³	Attainment
	Annual ⁽¹⁾	12.0 µg/m ³	Attainment
⁽¹⁾ On February 7, 2024 the US EPA lowered the annual PM _{2.5} NAAQS from 12.0 µg/m ³ to 9.0 µg/m ³ . However, updates to designations will take up to 2 years. Therefore, the current NAAQS designation for annual PM _{2.5} is based on the 2012 standard of 12.0 µg/m ³ . Source: North Carolina Department of Environmental Quality, 2022			

4.3 Toxic Air Contaminants

In addition to criteria pollutants, both federal and state air quality regulations also focus on toxic air pollutants (TAPs). In 1985, an expert panel from the North Carolina Academy of Sciences performed a three-part study to define the nature and extent of emissions of toxic pollutants, the sources of those pollutants, and to develop air toxic control regulations in the State of North Carolina. The panel established a list of 80 TAPs and their associated Acceptable Ambient Levels (AALs). Chemicals identified as TAPs are considered to be carcinogens, chronic toxicants, acute systemic toxicants, acute irritant, or a combination of these.

Mecklenburg County has since increased this list to 92 TAPs. **Appendix A** includes a table listing the 92 state-regulated TAPs and their respective AALs from Regulation 2.1104 (MCAPCO, 2024). An AAL is an airborne chemical concentration level established to protect human health for air

toxics. AALs are based upon comprehensive reviews and recommendations by the North Carolina Science Advisory Board on Toxic Air Pollutants. Current AALs are periodically reviewed to determine if new and relevant information has been published in peer-reviewed journals which may influence the AAL determination.

Based on the emissions estimates described in Section 3, several TAPs were modeled and evaluated relative to their respective AALs.

5. DISPERSION MODELING

Air dispersion models are computer simulations designed to calculate concentrations at specific locations within a pre-determined domain. These models utilize a series of mathematical or statistical formulas to characterize the atmospheric processes that disperse a pollutant emitted by a source. Inputs to the air dispersion model include emissions from the source, meteorological data, and topography information.

This section discusses the methodology used to conduct the air dispersion modeling analysis for the proposed project.

5.1 Dispersion Model

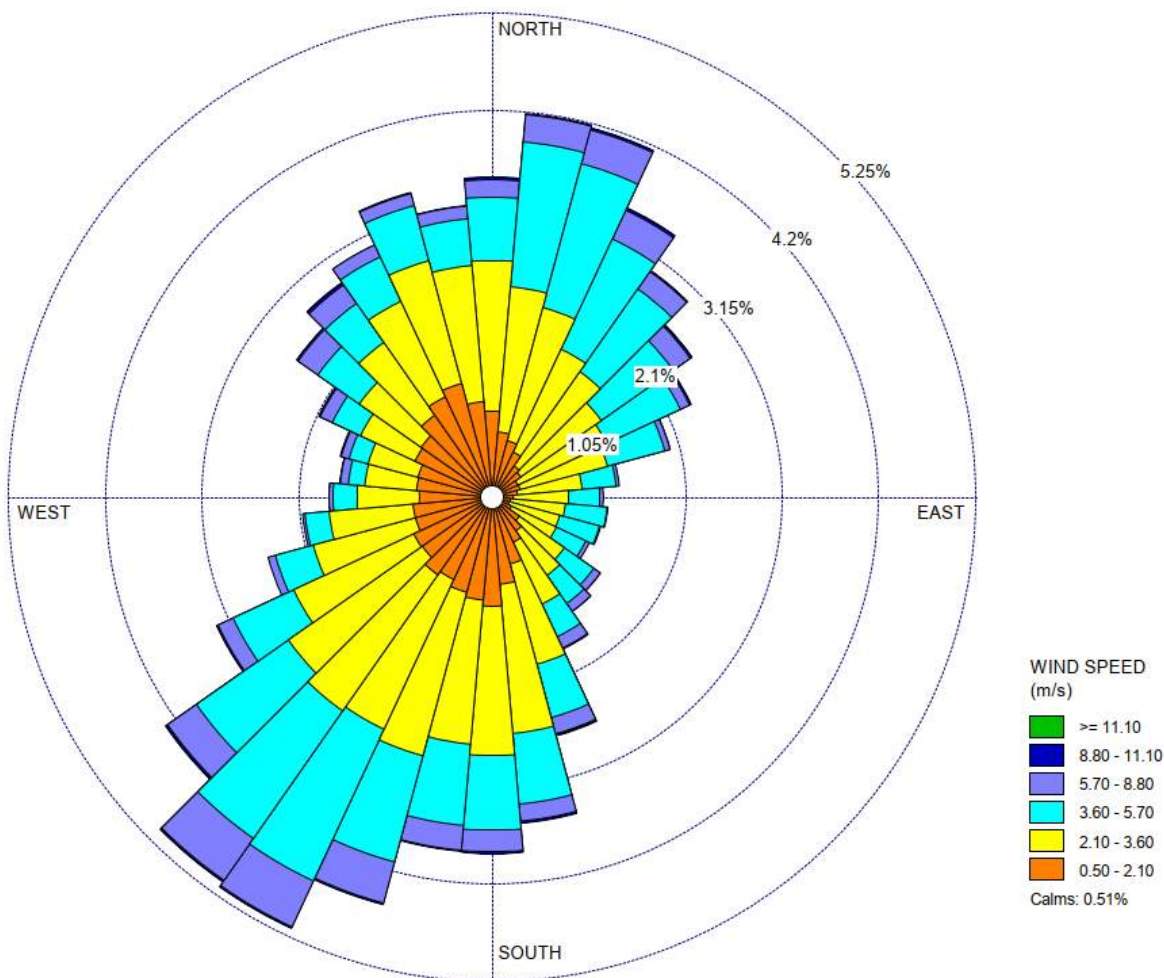
The American Meteorological Society/US EPA Regulatory Model (AERMOD) dispersion model (Version 24142) (EPA, 2024b), hereafter referred to as “the model”, was used to estimate pollutant concentrations at specific distances from the proposed project emission source, in conjunction with representative meteorological data from nearby Charlotte Douglas International Airport. AERMOD is the US EPA recommended short-range air dispersion model that include state-of-the-art modeling concepts for evaluating air quality.

The model was applied with the regulatory default options, consistent with US EPA, NCDEQ, and Mecklenburg County modeling guidance (US EPA, 2024c; US EPA, 2024d; NCDEQ, 2014; LUESA, 2018). Information regarding other model inputs is provided in the following sections.

5.2 Meteorological Data

The model requires a sequential hourly record of dispersion meteorology representative of the region within which the proposed project is located. The model was supplied with 5 concurrent years (2014 to 2018) of hourly meteorological data consisting of surface observations from the Charlotte Douglas International Airport station, located approximately 13 miles to the southwest and is the nearest station to the proposed project site. This meteorological station is consistent with NCDEQ guidance which identifies, by county, the recommended dataset to use for air dispersion modeling. NCDEQ provides model-ready meteorological files on their website (NCDEQ, 2025) to use for dispersion modeling. A wind rose, illustrating the frequency of the magnitude and direction of the wind blowing from over the 5 years of meteorological dataset is shown in **Figure 5-1**. The wind flow is predominantly from the southwest to northeast.

Figure 5-1. Wind Rose for Charlotte International Airport Meteorological Station 2014-2018



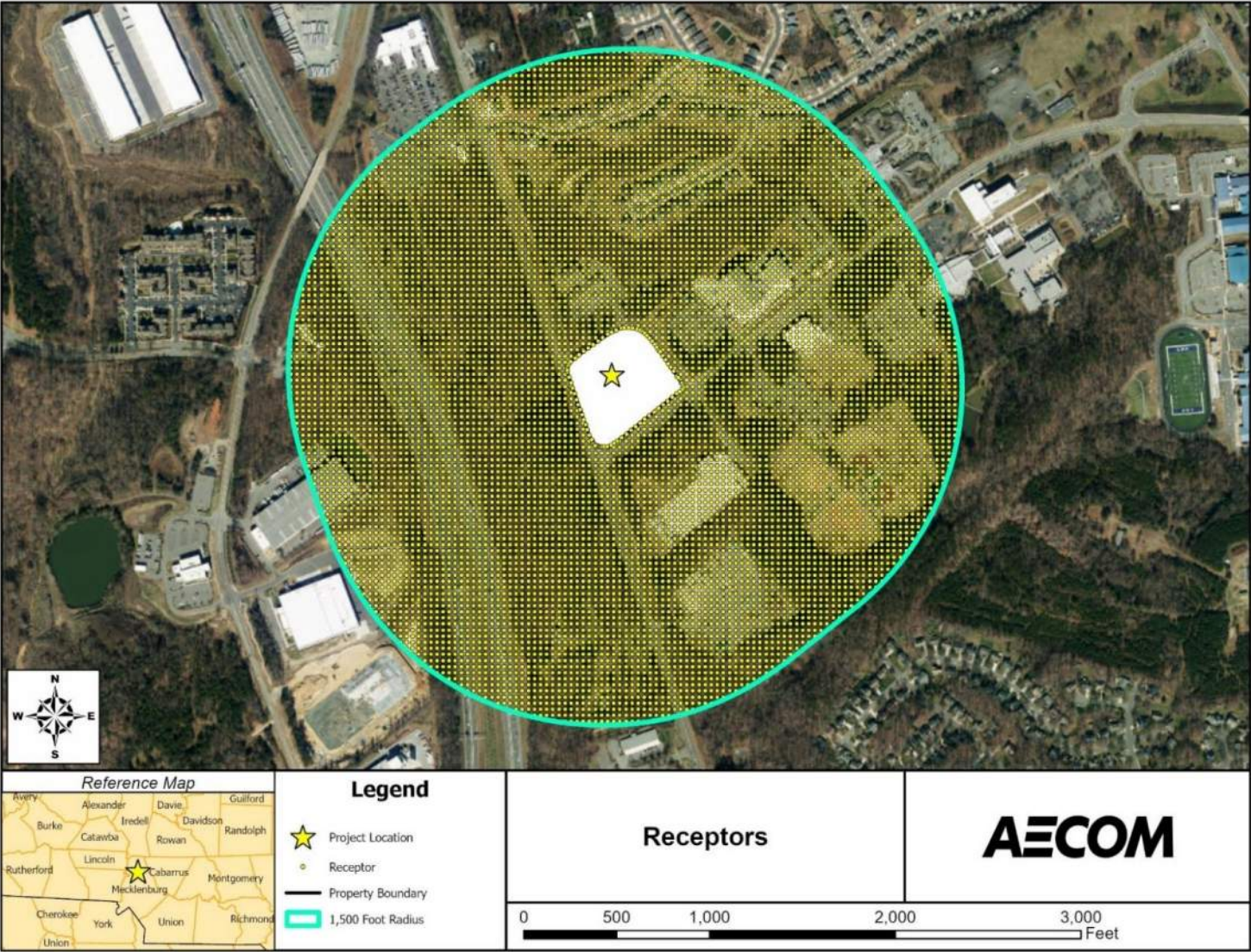
5.3 Receptor and Terrain Processing

In a dispersion model, a receptor refers to specific location that a concentration is computed for. The receptor simulates the concentration that would be anticipated to be measured by an ambient monitor. Consistent with Mecklenburg County air quality modeling guidance, receptors were placed along the property boundary at a spacing of approximately 32 feet (10 meters) apart. Receptors were also placed beyond the property boundary outward to a distance of approximately 1,500 feet at a spacing of approximately 32 feet (10 meters).

Receptors were assigned an elevation height based on the terrain surrounding the proposed project site. Terrain elevations were obtained from commercially available digital terrain elevations developed by the U.S. Geological Survey by using its National Elevation Dataset (NED) (USGS, 2021). The NED data provide terrain elevations with 1-meter vertical resolution and 10-meter (1/3 arc-second) horizontal resolution based on a Universal Transverse Mercator (UTM) coordinate system. The U.S. Geological Survey specifies coordinates in North American Datum 83, UTM Zone 11. The US EPA's terrain pre-processor, AERMAP (Version 24142) (EPA, 2024b), was used to process the NED data and assign elevations to the receptor locations and sources.

Figure 5-2 provides an illustration of the receptor grid used in this modeling analysis.

Figure 5-2. Model Receptor Grid



5.4 Characterizing the Release of Emissions from the Burn Building

As previously discussed in Section 2, the Class A Burn Building would be 2.5 stories tall with a maximum height of 42 feet (12.8 meters). Burning could occur on the first or second floors and would exhaust through openings of the building (i.e., windows, doors, etc.). The model has three (3) distinct source types that can be used to characterize the emissions release from a source (US EPA, 2024c). These include: (1) point, (2) volume, and (3) area. Point sources are typically used for stacks or isolated exhaust vents. Volume sources can simulate the release of emissions from a variety of three-dimensional emission sources, such as multiple building vents, mobile, dust clouds, and vapor leaks. The area source type is generally reserved for open-area, near-ground level releases. Based on the configuration of the burn building, using a volume source would be best suited for characterizing the emissions that would be venting out of openings in the building.

To account for the source of the smoke emissions occurring anywhere throughout the burn building, the volume source was centered on the building and had a lateral dimension equal to the width of the building. The release height of the volume source was calculated based on half the height of the first floor (7 ft (2.1 m)) plus additional plume rise associated with the heat release of the fire. The additional thermal plume rise was determined by applying the Briggs plume rise equation, used for point sources in the model, based upon the heat input per hour of the fuel (or in this case the burn material). This additional thermal plume rise height equated to 24.7 feet (7.53 meters). Therefore, the effective release height of the volume source in the model was set to 31.7 feet (9.7 meters).

One other key element of a volume source is the initial vertical spread of the plume, also known as the initial vertical dispersion parameter. Consistent with US EPA guidance, the initial vertical dispersion was calculated based a formula that assumes the volume sources is “on or adjacent to” a building. The formula is the height of the building divided by 2.15 meters. For the burn building volume source, this equates to approximately 13 feet (3.97 meters). A summary of the volume source inputs is provided in **Table 5-1** and **Figure 5-3** provides a three-dimensional illustration of the source relative to the burn building in the model.

Table 5-1. Summary of Burn Building Volume Source in the Model

Parameter	Volume Source (ft)	Volume Source (m)
Effective Release Height ¹	31.7	9.7
Lateral Dimension ²	32.8	10.0
Initial Vertical Height ³	13.0	3.97

¹ Plume rise from the heat of the fire (24.7 ft) plus half the height of the first floor (7 ft).

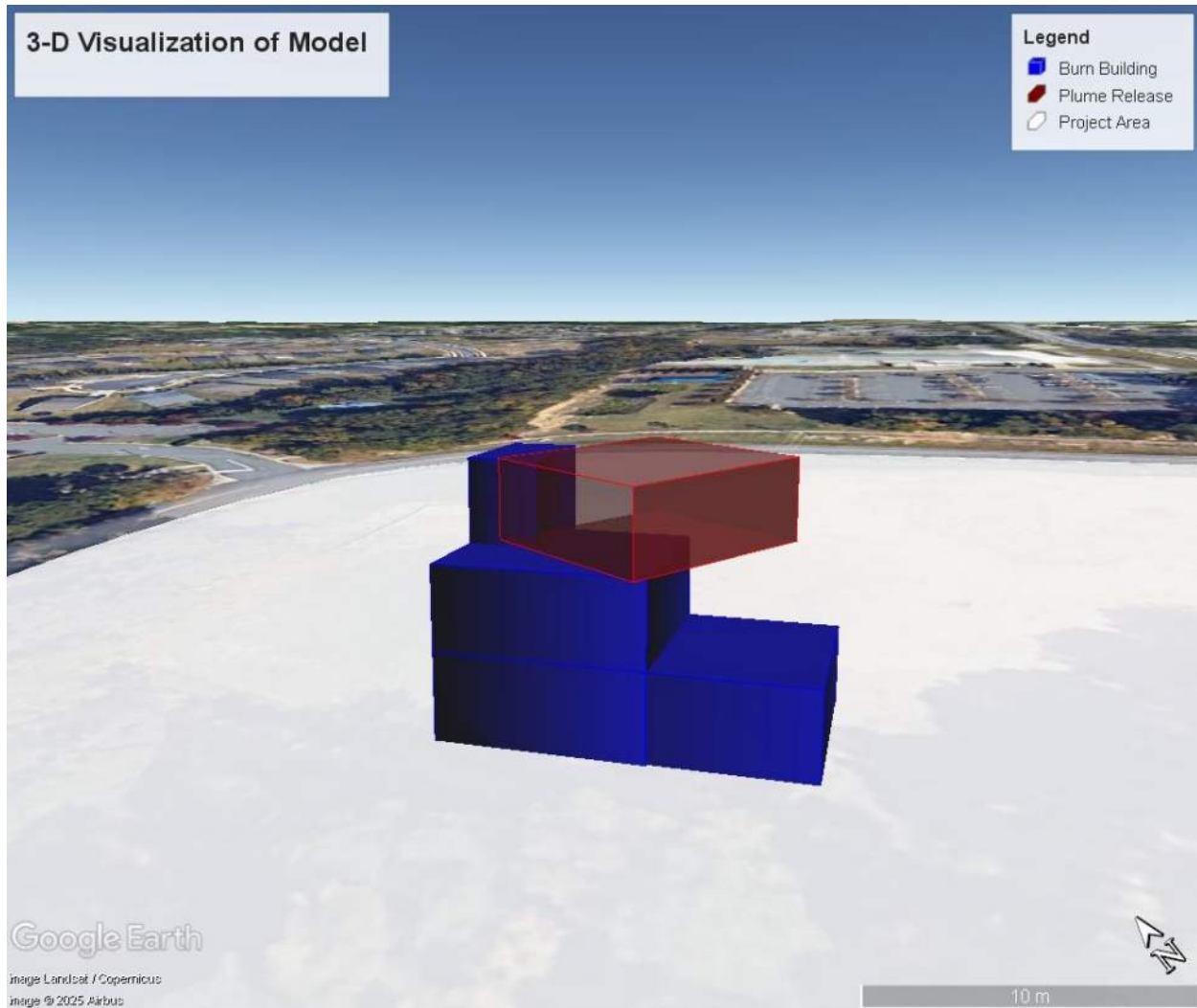
² Width of the burn building.

³ Half the height of the 2-story portion of burn building structure.

The model was setup with additional options to simulate the burn events occurring only between September and May and over an 8-hour block of time. Since burn exercises would not occur

between 10 pm and 6 am, the modeling analysis focused on two (2) 8-hour shift periods. The shifts were defined as 6am – 2pm (1st shift) and 2pm – 10pm (2nd shift). Only one (1) 8-hour shift would occur in a given day.

Figure 5-3. Visualization of the Volume Source in the Model



6. RESULTS AND CONCLUSIONS

Air dispersion modeling was conducted to evaluate off-site impacts from controlled fires located in the burn building during active fire training exercises. As discussed in Section 5.4, there were two (2) 8-hour shifts (6am – 2pm and 2pm – 10pm) that were analyzed. The worst-case impacts from the two (2) shifts are presented in the result tables below as only one (1) shift of burning would occur in a given day.

Impacts from the burn building source were evaluated at the maximum modeled receptor, along with nearby “sensitive” receptors. The selected sensitive receptor locations are identified in **Table 6-1**.

Table 6-1. Nearby Sensitive Receptors

Location Name	Address	Model Coordinate Easting (m)	Model Coordinate Northing (m)
Phoenix Montessori Academy	12340 Mt Holly-Huntersville Rd, Huntersville, NC	513,370	3,916,450
Central Piedmont Community College - Merancas Campus	11920 Verhoeff Dr, Huntersville, NC	514,360	3,916,540
Huntersville Family Fitness and Aquatics	11725 Verhoeff Dr, Huntersville, NC	514,020	3,916,500
Huntersville Recreation Center	11836 Verhoeff Dr, Huntersville, NC	514,130	3,916,460
Statesville KinderCare	12700 Statesville Rd, Huntersville, NC	513,780	3,916,510
Residences on Sweetbriar Rose Ct	10006 Sweetbriar Rose Ct, Huntersville, NC	513,890	3,916,630
Huntersville Athletic Park	11720 Verhoeff Dr, Huntersville, NC	514,120	3,916,260

Notes: Model coordinate system is based on Universal Transverse Mercator (UTM)

As previously discussed, PM_{2.5} is the primary criteria pollutant of concern associated with smoke. As a result, the dispersion modeling focused on cumulative (proposed Project plus existing/background) concentrations associated with PM_{2.5}. TAPs emitted by the fires were also evaluated against Mecklenburg County AALs. The results of the modeling are presented below.

6.1 Summary of PM_{2.5} Results

Since the NAAQS is a total air quality concentration-based standard and not all sources in the area were explicitly modeled, representative PM_{2.5} background concentrations were added to the modeled concentrations to generate a “total” impact. The monitoring site selected to represent background concentrations for the proposed Project site was Friendship Park (AQS Site ID 37-119-0048) located at 2310 Cindy Lane, Charlotte, NC operated by the Mecklenburg County Air Quality Commission. Consistent with US EPA and NCDEQ guidance, the most recent certified 3-

year average design values were used, which included 2021 through 2023. The background values are provided for 24-hour and annual $PM_{2.5}$ in **Table 6-2**. It is noteworthy to point out that the background for 24-hour $PM_{2.5}$ is 55% of the NAAQS and annual $PM_{2.5}$ is 91% of the NAAQS (which was recently lowered from $12 \mu\text{g}/\text{m}^3$ to $9.0 \mu\text{g}/\text{m}^3$ in February 2024).

Table 6-2 summarizes the results of the $PM_{2.5}$ 24-hour and annual averaging periods at the maximum impact and the sensitive receptors. **Figure 6-1** and **Figure 6-2** further illustrate the small contribution of the impacts from the proposed Project relative to the NAAQS as compared to the total (project + background) concentrations for 24-hour and annual $PM_{2.5}$, respectively. The results show that the impacts are below the NAAQS and that the maximum contribution from the proposed project (modeled concentrations) is only 21% of the 24-hr NAAQS and 1% of the annual NAAQS.

The maximum impacted receptor is located along the northern property boundary of the proposed Project. The modeling indicates that the two highest sensitive receptors impacted are the residences on Sweetbriar Rose Court and the KinderCare Daycare Center. At these two sensitive receptor locations, the proposed project contribution is 9% and 7% of the 24-hour NAAQS for the residences and daycare center, respectively. For annual $PM_{2.5}$, the proposed Project contribution is 0.3% and 0.2% respectively, demonstrating that the concentrations of $PM_{2.5}$ dramatically decrease with distance from the burn building and away from the property boundary.

The total (proposed Project plus background) concentrations for 24-hour and annual $PM_{2.5}$ are also shown in **Figure 6-1** and **Figure 6-2**, respectively, for the maximum and sensitive receptor locations relative to the proposed Project site.

Table 6-2. Summary of Results for 24-hour and Annual PM_{2.5}

Receptor	Modeled Concentration (µg/m³) ¹	Modeled % of NAAQS	Background Concentration (µg/m³) ²	Total Concentration (µg/m³) ³	NAAQS (µg/m³)	Total % of NAAQS	Exceeds NAAQS? (Y/N)
24-hour							
Maximum	7.38	21.1%	19.33	26.71	35.0	76%	No
Phoenix Montessori Academy	0.64	1.8%		19.97		57%	No
Central Piedmont Community College - Merancas Campus	0.62	1.8%		19.95		57%	No
Huntersville Family Fitness and Aquatics	2.21	6.3%		21.54		62%	No
Huntersville Recreation Center	1.44	4.1%		20.77		59%	No
Statesville KinderCare	2.60	7.4%		21.93		63%	No
Residences on Sweetbriar Rose Ct	3.37	9.6%		22.70		65%	No
Huntersville Athletic Park	1.46	4.2%		20.79		59%	No
Annual							
Maximum	0.09	1.0%	8.23	8.32	9.0	92%	No
Phoenix Montessori Academy	0.003	<0.1%		8.23		91%	No
Central Piedmont Community College - Merancas Campus	0.003	<0.1%		8.23		91%	No
Huntersville Family Fitness and Aquatics	0.02	0.2%		8.25		92%	No
Huntersville Recreation Center	0.01	0.1%		8.24		92%	No
Statesville KinderCare	0.02	0.2%		8.25		92%	No
Residences on Sweetbriar Rose Ct	0.03	0.3%		8.26		92%	No
Huntersville Athletic Park	0.01	0.1%		8.24		92%	No

Notes: µg/m³ = microgram per cubic meter; NAAQS = National Ambient Air Quality Standard

¹ Modeled concentration of the proposed project burn source

² Ambient background (i.e., existing sources) from Friendship Park monitoring site (AQS ID 37-119-0048)

³ Total concentration = modeled + background

Figure 6-1. Percentage of NAAQS at Maximum and Sensitive Receptors for 24-hour PM_{2.5}

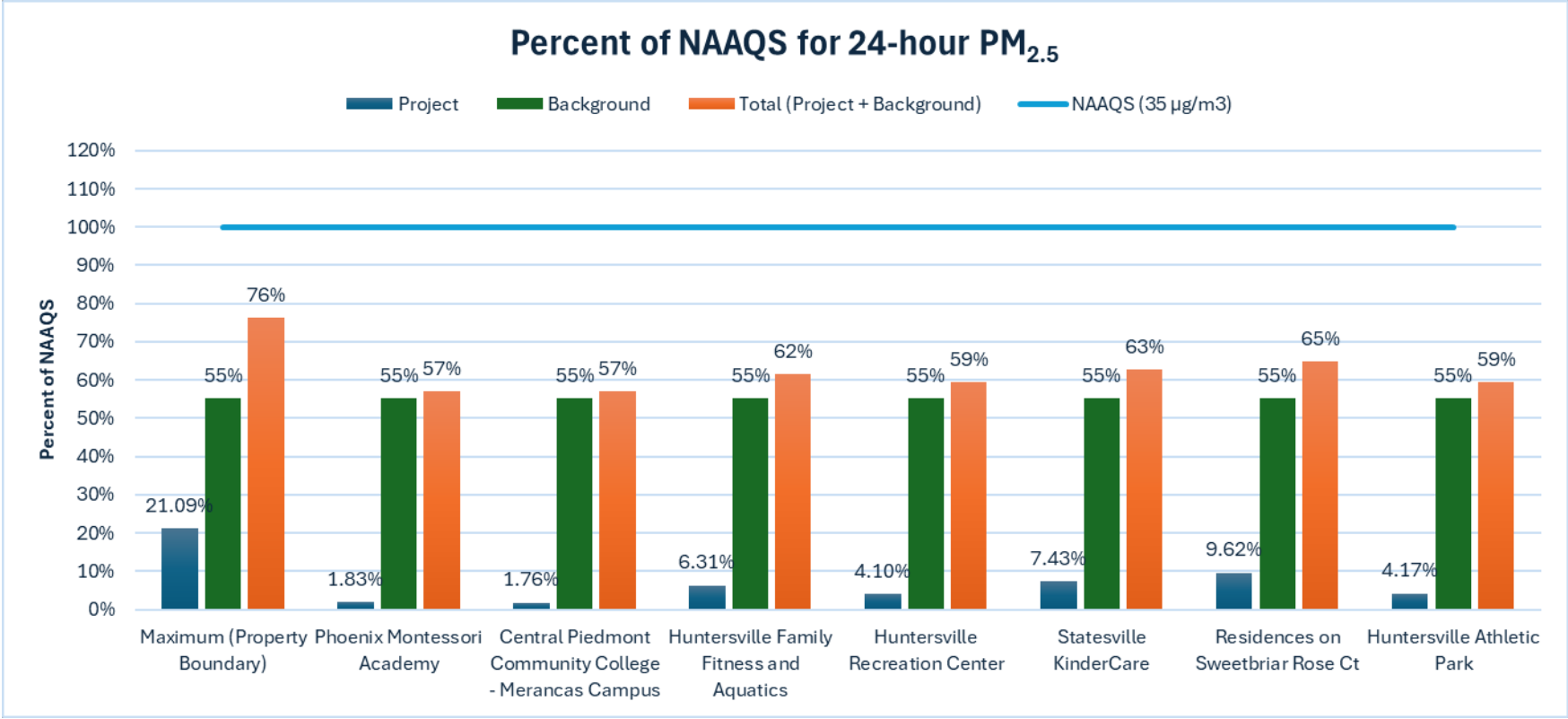


Figure 6-2. Percentage of NAAQS at Maximum and Sensitive Receptors for Annual PM_{2.5}

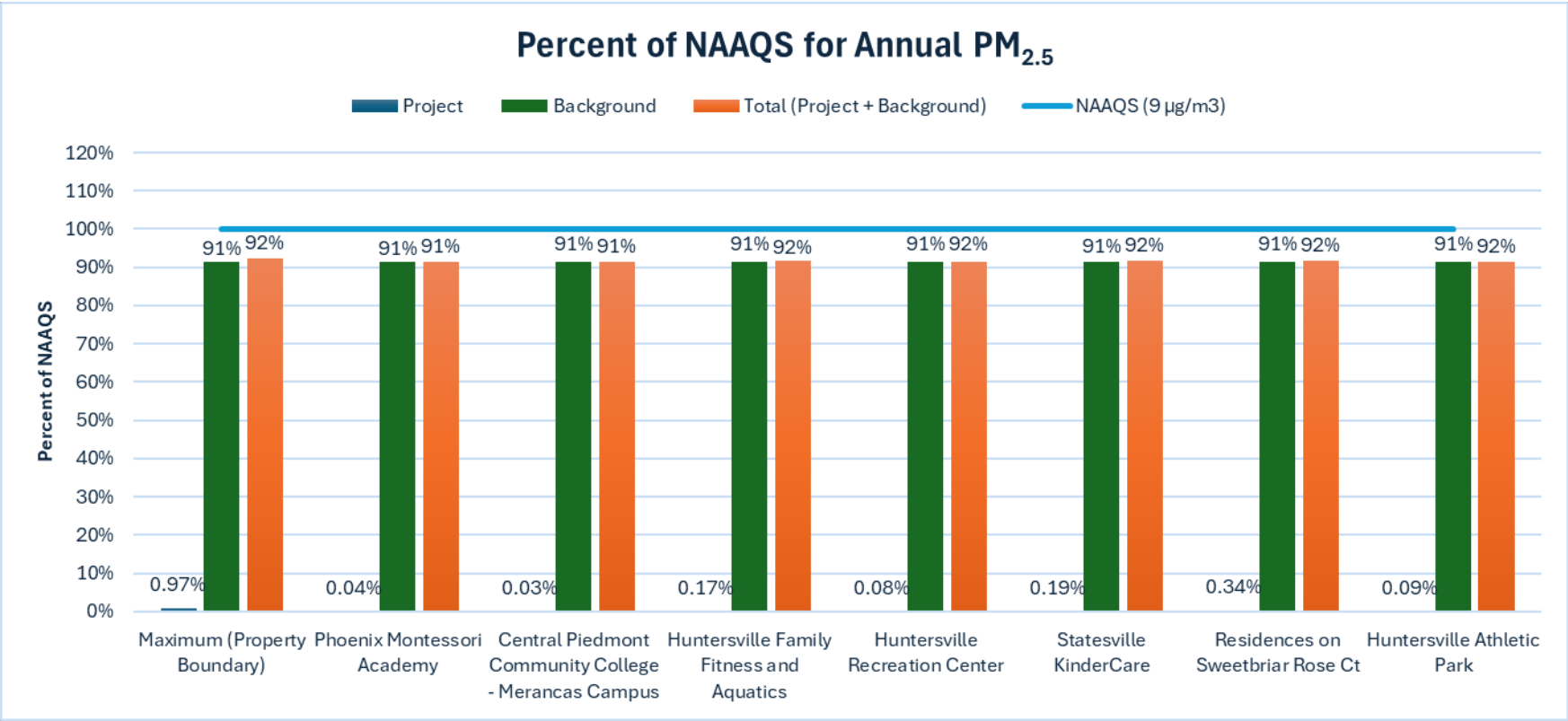
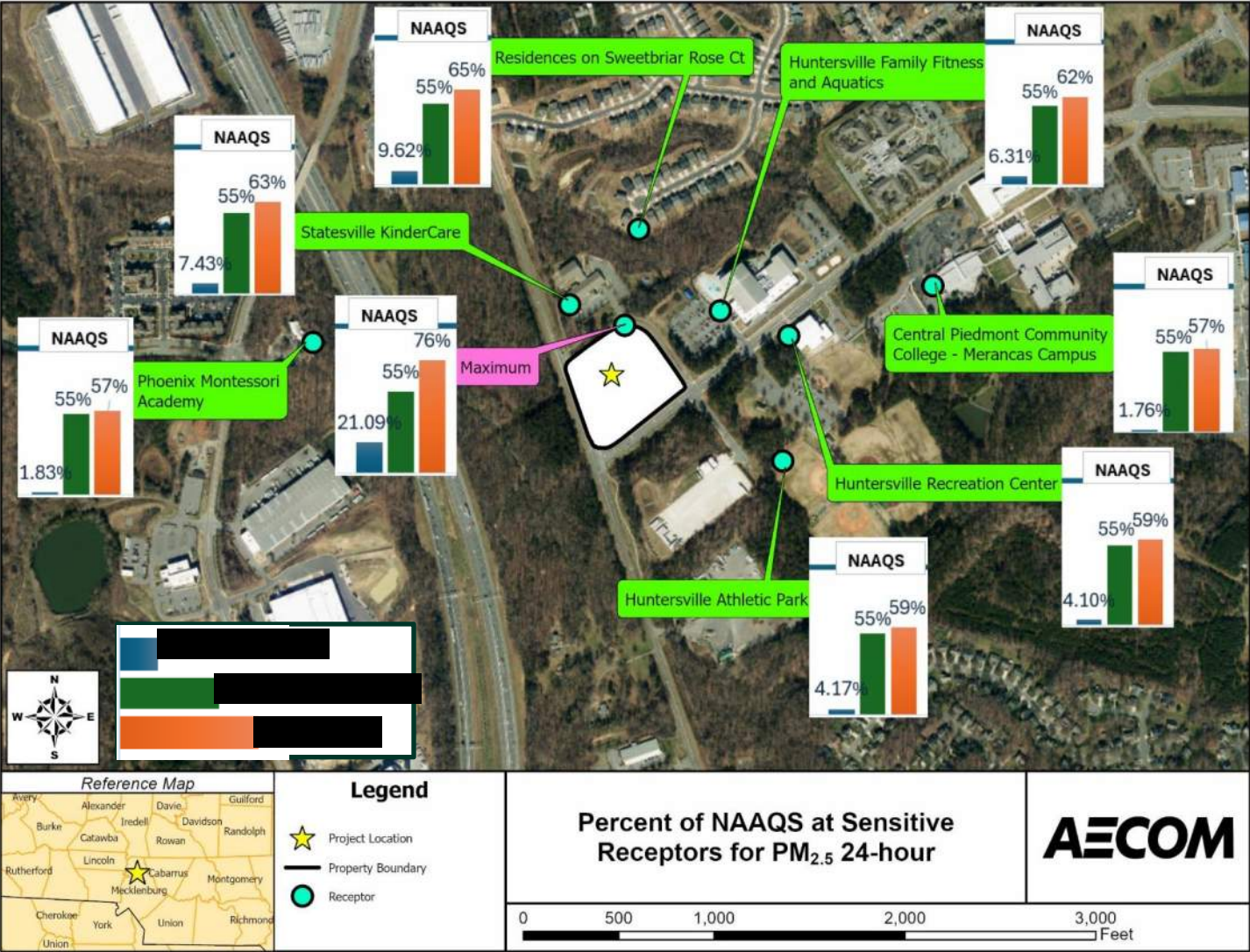
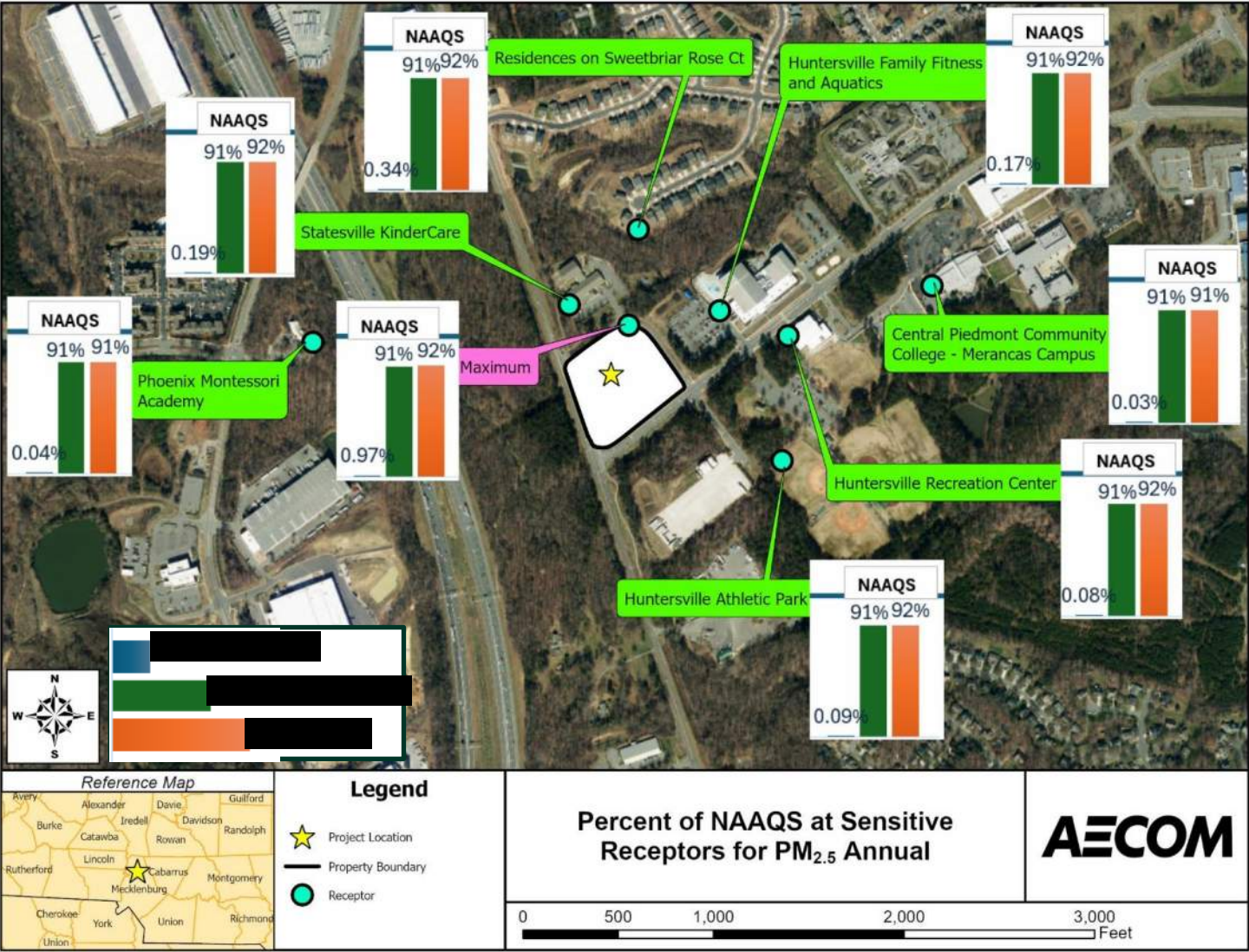


Figure 6-3. Total Concentrations of 24-hour PM_{2.5} at Maximum and Sensitive Receptor Locations



Notes: Total concentration is comprised of background (19.33 µg/m³) and contributions from the proposed Project. The bars in the bar charts represent project (blue), background (green), and project + background (orange).

Figure 6-4. Percent of Annual PM_{2.5} NAAQS at Maximum and Sensitive Receptor Locations



Notes: Total concentration is comprised of background (8.23 µg/m³) and contributions from the proposed Project. The bars in the bar charts represent project (blue), background (green), and project + background (orange).

6.2 Summary Results of Toxics

Table 6-3 summarizes the maximum modeled results of the TAPs produced from the burning activities from the proposed project. These are compared against the AALs established by Mecklenburg's LUESA, Regulation 2.1104 (MCAPCO, 2024). With the exception of formaldehyde and benzene, all other TAPs evaluated were below 1% of their AAL. Benzene was less than 4% and Formaldehyde was about 18.5% of their AALs, respectively. These results from the TAP modeling demonstrate that the exposure is all well below the LUESA-acceptable levels.

To illustrate the reduction on concentrations from the highest TAP, Formaldehyde, with increased distance from the property boundary, **Figure 6-5** and **Figure 6-6** illustrates the percent of the AAL at each of the sensitive receptor locations.

While not shown, concentrations from the other TAPs modeled, at the nearby sensitive receptors was about 10 times lower than the concentrations at the property boundary.

Table 6-3. Modeled Results of Toxics for Maximum Modeled Location

TAP	Modeled Max 1-hour	Modeled Max 24-hr	Modeled Max Ann	1-hour AAL (Acute)	24-hour AAL (Chronic)	Annual AAL (Carcinogens)	1-hour (Acute)	24-hour (Chronic)	Annual (Carcinogens)
Units	(µg/m³)	(µg/m³)	(µg/m³)	(µg/m³)	(µg/m³)	(µg/m³)	%	%	%
Arsenic	2.98E-04	3.21E-05	1.99E-07	-	-	0.0021	-	-	0.01%
1,3-Butadiene	1.85E-01	1.99E-02	1.23E-04	-	-	0.44	-	-	0.03%
Acrolein	7.63E-01	8.22E-02	5.08E-04	80	-	-	0.95%	-	-
Acrylonitrile	4.18E-02	4.51E-03	2.79E-05	1000	30	-	<0.01%	0.02%	-
Benzene	6.03E+00	6.50E-01	4.02E-03	-	-	0.12	-	-	3.35%
Formaldehyde	2.77E+01	2.98E+00	1.84E-02	150	-	-	18.46%	-	-
Hydrogen Cyanide	5.54E+00	5.97E-01	3.69E-03	1100	140	-	0.50%	0.43%	-
MEK	3.32E-01	3.58E-02	2.21E-04	88500	3700	-	<0.01%	<0.01%	-
Styrene	5.66E-02	6.10E-03	3.77E-05	10600	-	-	<0.01%	-	-
m-,p-Xylenes	7.51E-02	8.09E-03	5.00E-05	65000	2700	-	<0.01%	<0.01%	-

Notes: µg/m³ = microgram per cubic meter; TAP = toxic air pollutant

Source of AALs: MCAPCO, 2024

Figure 6-5. Percentage of 1-hour (Acute) Formaldehyde AAL of the Project at Maximum and Sensitive Receptors

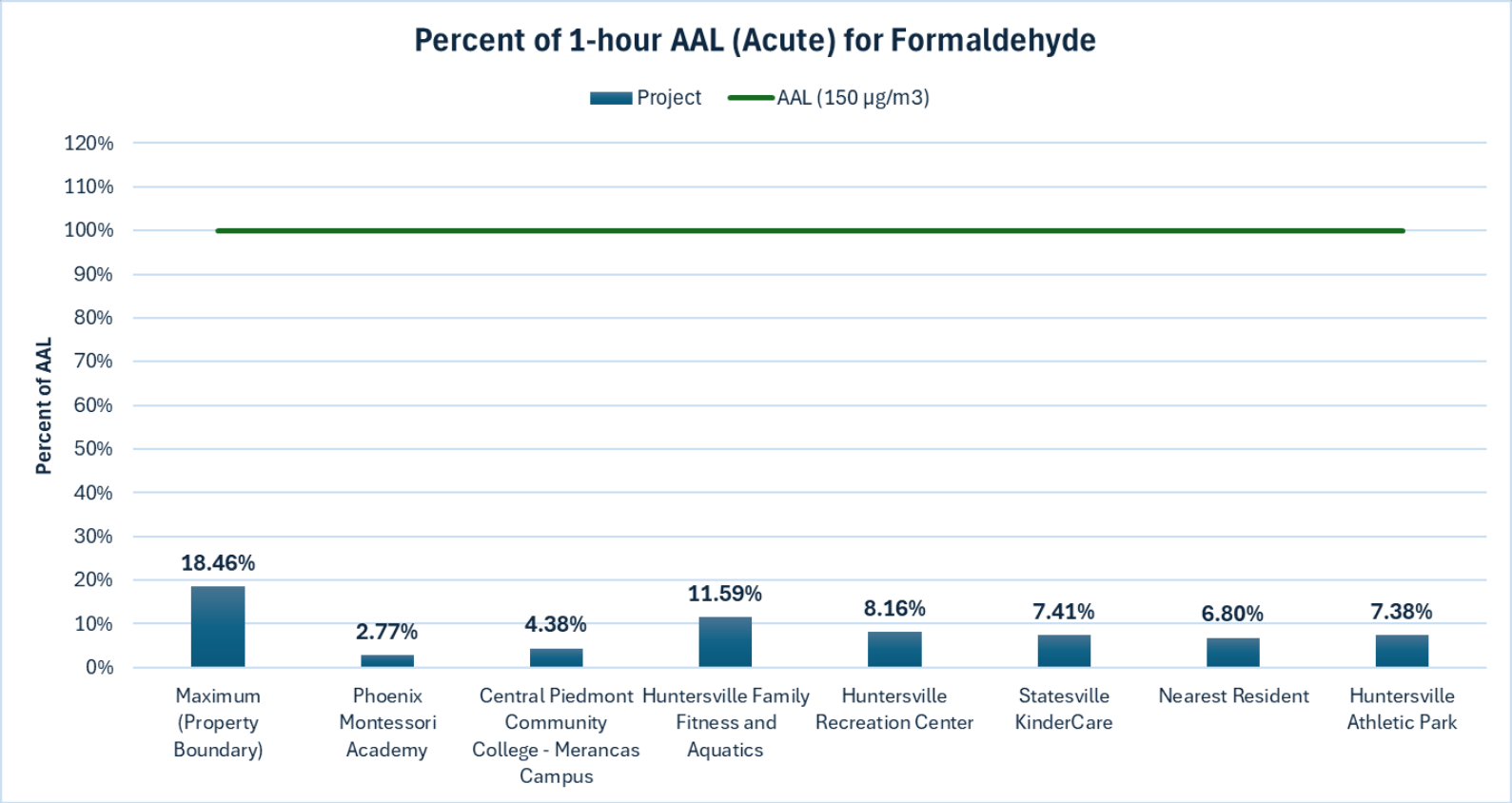
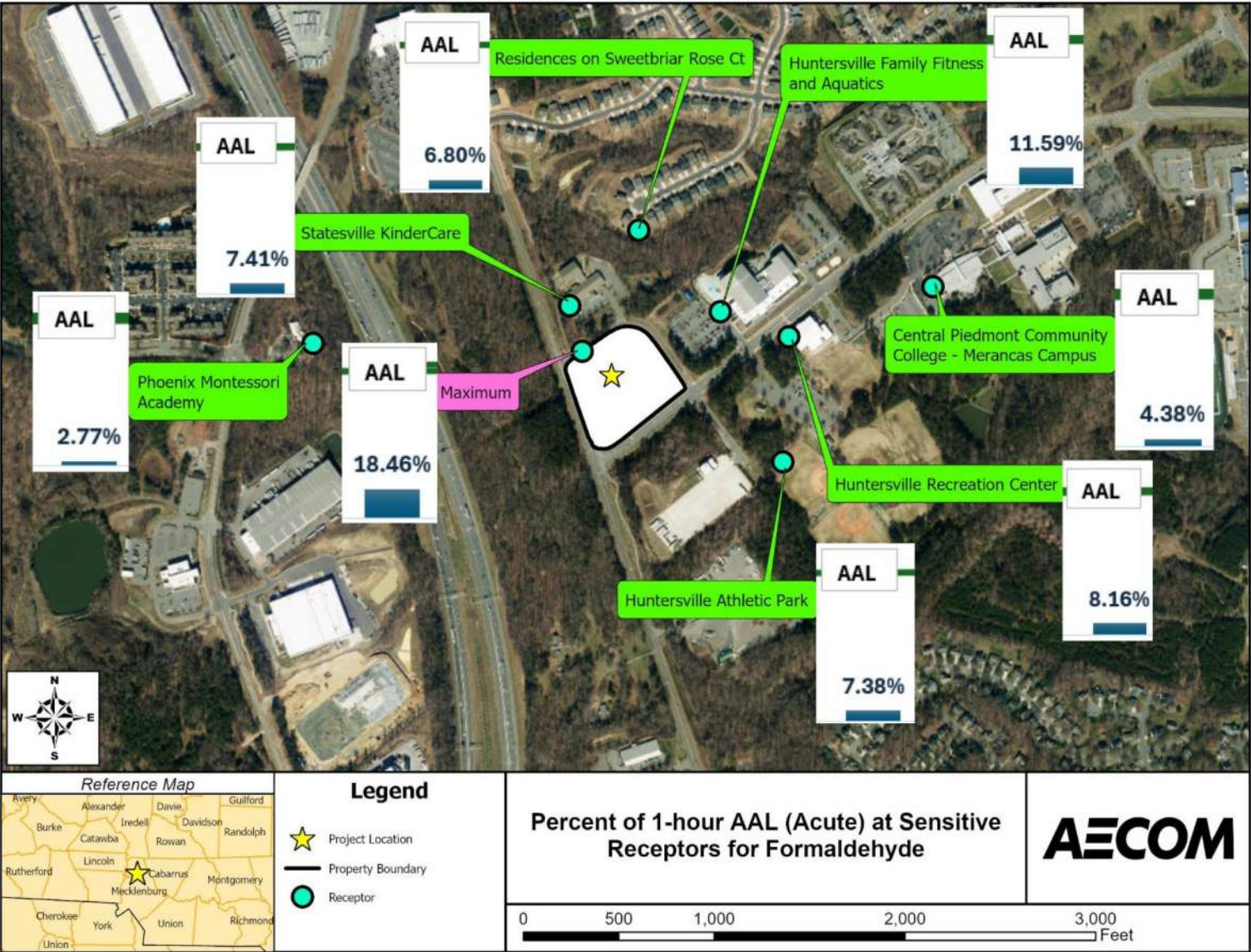


Figure 6-6. Map of the Percentage of 1-hour (Acute) Formaldehyde AAL of the Project at Maximum and Sensitive Receptors



6.3 Conclusions

The results from this conservative air quality impact study show that the TAP exposure to the nearby community is relatively small and that PM_{2.5} modeled concentration are very low relative to the applicable NAAQS. Conservative estimates were used in estimating worst-case emission profiles as input to the dispersion model. These results on based upon the following assumptions:

- A maximum of 75 days of burning per year,
- Burn material consisting of 495 pounds of wood pallets and 440 pounds of straw per burn day (plus a 10% buffer),
- Burning would not occur during the peak summer months (June through August), which typically experience a high frequency of Code Orange air quality days, and
- An 8-hour period of potential burning per day (excluding the hours between 10pm and 6am).

Actual emissions would likely be less. In addition, the US EPA air dispersion model, AERMOD, is designed to also provide a conservative estimate of air quality concentrations.

The exposure from the proposed project for PM_{2.5} also assumes that an individual would be stationed at the same location for a duration of 24-hours or in the case of annual the entire year. Outside of a residential dwelling, it is extremely unlikely to occur along the property boundary (where the maximum impacts are located) or at the more distance nearby sensitive receptors. Therefore, the results from the PM_{2.5} modeling are very conservative.

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Appendix A Mecklenburg County Acceptable Ambient Levels (AAL)

Amended Eff. February 18, 2020

2.1104 TOXIC AIR POLLUTANT GUIDELINES

A facility shall not emit any of the following toxic air pollutants in such quantities that may cause or contribute beyond the facility's premises to any significant ambient air concentration that may adversely affect human health, except as allowed pursuant to MCAPCO Section 1.5700 – "Toxic Air Pollutant Procedures". In determining these significant ambient air concentrations, the Department shall be governed by the following list of acceptable ambient levels in milligrams per cubic meter (*micrograms per cubic meter*) at 77° F (25° C) and 29.92 inches (760 mm) of mercury pressure, except for asbestos:

Acceptable Ambient Levels (AAL) in Milligrams per Cubic Meter (mg/m ³) Except Where Noted				
Pollutant (CAS Number)	Annual (Carcinogens)	24-hour (Chronic Toxicants)	1-hour (Acute Systemic Toxicants)	1-hour (Acute Irritants)
acetaldehyde (75-07-0)				27 (27,000)
acetic acid (64-19-7)				3.7 (3,700)
acrolein (107-02-8)				0.08 (80)
acrylonitrile (107-13-1)		0.03 (30)	1 (1000)	
ammonia (7664-41-7)				2.7 (2,700)
aniline (62-53-3)			1 (1,000)	
arsenic and inorganic arsenic compounds	2.1×10^{-6} (2.1×10^{-3})			
asbestos (1332-21-4)	2.8×10^{-6} fibers/ml			
aziridine (151-56-4)		0.006 (6)		
benzene (71-43-2)	1.2×10^{-4} (0.12)			

Acceptable Ambient Levels (AAL) in Milligrams per Cubic Meter (mg/m ³) Except Where Noted				
Pollutant (CAS Number)	Annual (Carcinogens)	24-hour (Chronic Toxicants)	1-hour (Acute Systemic Toxicants)	1-hour (Acute Irritants)
benzidine and salts (92-87-5)	1.5×10^{-8} (1.5×10^{-5})			
benzo(a)pyrene (50-32-8)	3.3×10^{-5} (0.033)			
benzyl chloride (100-44-7)			0.5 (500)	
beryllium (7440-41-7)	4.1×10^{-6} (0.0041)			
beryllium chloride (7787-47-5)	4.1×10^{-6} (0.0041)			
beryllium fluoride (7787-49-7)	4.1×10^{-6} (0.0041)			
beryllium nitrate (13597-99-4)	4.1×10^{-6} (0.0041)			
bioavailable chromate pigments, as chromium (VI) equivalent	8.3×10^{-8} (8.3×10^{-5})			
bis-chloromethyl ether (542-88-1)	3.7×10^{-7} (3.7×10^{-4})			
bromine (7726-95-6)				0.2 (200)
1,3-butadiene (106-99-0)	4.4×10^{-4} (0.44)			
cadmium (7440-43-9)	5.5×10^{-6} (0.0055)			
cadmium acetate (543-90-8)	5.5×10^{-6} (0.0055)			
cadmium bromide (7789-42-6)	5.5×10^{-6} (0.0055)			
carbon disulfide (75-15-0)		0.186 (186)		

Acceptable Ambient Levels (AAL) in Milligrams per Cubic Meter (mg/m ³) Except Where Noted				
Pollutant (CAS Number)	Annual (Carcinogens)	24-hour (Chronic Toxicants)	1-hour (Acute Systemic Toxicants)	1-hour (Acute Irritants)
carbon tetrachloride (56-23-5)	6.7 x 10 ⁻³ (6.7)			
chlorine (7782-50-5)		0.0375 (37.5)		0.9 (900)
chlorobenzene (108-90-7)		2.2 (2,200)		
chloroform (67-66-3)	4.3 x 10 ⁻³ (4.3)			
chloroprene (126-99-8)		0.44 (440)	3.5 (3,500)	
cresol (1319-77-3)			2.2 (2,200)	
p-dichlorobenzene (106-46-7)				66 (66,000)
di(2-ethylhexyl)phthalate (117-81-7)		0.03 (30)		
dimethyl sulfate (77-78-1)		0.003 (3)		
1,4-dioxane (123-91-1)		0.56 (560)		
epichlorohydrin (106-89-8)	0.083 (83)			
ethyl acetate (141-78-6)			140 (140,000)	
ethylenediamine (107-15-3)		0.3 (300)	2.5 (2,500)	
ethylene dibromide (106-93-4)	4.0 x 10 ⁻⁴ (0.4)			

Acceptable Ambient Levels (AAL) in Milligrams per Cubic Meter (mg/m ³) Except Where Noted				
Pollutant (CAS Number)	Annual (Carcinogens)	24-hour (Chronic Toxicants)	1-hour (Acute Systemic Toxicants)	1-hour (Acute Irritants)
ethylene dichloride (107-06-2)	3.8×10^{-3} (3.8)			
ethylene glycol monoethylether (110-80-5)		0.12 (120)	1.9 (1,900)	
ethylene oxide (75-21-8)	2.7×10^{-5} (0.027)			
ethyl mercaptan (75-08-1)			0.1 (100)	
fluorides		0.016 (16)	0.25 (250)	
formaldehyde (50-00-0)				0.15 (150)
hexachlorocyclopentadiene (77-47-4)		0.0006 (0.6)	0.01 (10)	
hexachlorodibenzo-p-dioxin (57653-85-7)	7.6×10^{-8} (7.6×10^{-5})			
n-hexane (110-54-3)		1.1 (1,100)		
hexane isomers except n-hexane				360 (360,000)
hydrazine (302-01-2)		0.0006 (0.6)		
hydrogen chloride (7647-01-0)				0.7 (700)
hydrogen cyanide (74-90-8)		0.14 (140)	1.1 (1,100)	
hydrogen fluoride (7664-39-3)		0.03 (30)		0.25 (250)

Acceptable Ambient Levels (AAL) in Milligrams per Cubic Meter (mg/m ³) Except Where Noted				
Pollutant (CAS Number)	Annual (Carcinogens)	24-hour (Chronic Toxicants)	1-hour (Acute Systemic Toxicants)	1-hour (Acute Irritants)
hydrogen sulfide (7783-06-4)		.12 (120)		
maleic anhydride (108-31-6)		0.012 (12)	0.1 (100)	
manganese and compounds		0.031 (31)		
manganese cyclopentadienyl tricarbonyl (12079-65-1)		0.0006 (0.6)		
manganese tetroxide (1317-35-7)		0.0062 (6.2)		
mercury, alkyl		0.00006 (0.06)		
mercury, aryl and inorganic compounds		0.0006 (0.6)		
mercury, vapor (7439-97-6)		0.0006 (0.6)		
methyl bromide (74-83-9)	0.005 ^a (5)	1.0 (1000)		
methyl chloroform (71-55-6)		12 (12,000)		245 (245,000)
methylene chloride (75-09-2)	0.024 (24)		1.7 (1,700)	
methyl ethyl ketone (78-93-3)		3.7 (3,700)		88.5 (88,500)
methyl isobutyl ketone (108-10-1)		2.56 (2,560)		30 (30,000)
methyl mercaptan (74-93-1)			0.05 (50)	

Acceptable Ambient Levels (AAL) in Milligrams per Cubic Meter (mg/m ³) Except Where Noted				
Pollutant (CAS Number)	Annual (Carcinogens)	24-hour (Chronic Toxicants)	1-hour (Acute Systemic Toxicants)	1-hour (Acute Irritants)
nickel carbonyl (13463-39-3)		0.0006 (0.6)		
nickel metal (7440-02-0)		0.006 (6)		
nickel, soluble compounds, as nickel		0.0006 (0.6)		
nickel subsulfide (12035-72-2)	2.1×10^{-6} (0.0021)			
nitric acid (7697-37-2)				1 (1,000)
nitrobenzene (98-95-3)		0.06 (60)	0.5 (500)	
N-nitrosodimethylamine (62-75-9)	5.0×10^{-5} (0.05)			
non-specific chromium (VI) compounds, as chromium (VI) equivalent	8.3×10^{-8} (8.3×10^{-5})			
pentachlorophenol (87-86-5)		0.003 (3)	0.025 (25)	
perchloroethylene (127-18-4)	0.19 (190)			
phenol (108-95-2)			0.95 (950)	
phosgene (75-44-5)		0.0025 (2.5)		
phosphine (7803-51-2)				0.13 (130)
polychlorinated biphenyls (1336-36-3)	8.3×10^{-5} (0.083)			

Acceptable Ambient Levels (AAL) in Milligrams per Cubic Meter (mg/m ³) Except Where Noted				
Pollutant (CAS Number)	Annual (Carcinogens)	24-hour (Chronic Toxicants)	1-hour (Acute Systemic Toxicants)	1-hour (Acute Irritants)
soluble chromate compounds, as chromium (VI) equivalent		6.2 x 10 ⁻⁴ (0.62)		
styrene (100-42-5)			10.6 (10,600)	
sulfuric acid (7664-93-9)		0.012 (12)	0.1 (100)	
tetrachlorodibenzo-p-dioxin (1746-01-6)	3.0 x 10 ⁻⁹ (3.0 x 10 ⁻⁶)			
1,1,2,2-tetrachloroethane (79-34-5)	6.3 x 10 ⁻³ (6.3)			
toluene (108-88-3)		4.7 (4,700)		56 (56,000)
toluene diisocyanate, 2,4- (584-84-9), toluene diisocyanate, 2,6- (91-08-7), and isomers		0.0002 (0.2)		
trichloroethylene (79-01-6)	0.059 (59)			
vinyl chloride (75-01-4)	3.8 x 10 ⁻⁴ (0.38)			
vinylidene chloride (75-35-4)		0.12 (120)		
xylene (1330-20-7)		2.7 (2,700)		65 (65,000)

^a This compound has not been defined as a carcinogen.

State History Note:

Authority G.S. 143-215.3(a)(1); 143-215.107(a)(3); 143-215.107(a)(4);

143-215.107(a)(5); 143B-282;

Eff. May 1, 1990;

*Amended Eff. July 7, 2014; May 1, 2014; March 1, 2010; June 1, 2008; April 1, 2005,
April 1, 2001, July 1, 1998, September 1, 1992; March 1, 1998;*

Appendix B Potential Emission Calculations



SHEET 1 OF 5

DATE: 3/3/25

PROJECT: Clark Nexsen / CPCC

SUBJECT: Assumptions

CHECKED BY: AG

AG

WORK BY: JBG

PROJECT NO:

60750932

Assumptions for the Burn Building Project

Assumption #	Assumptions
1	The fires burned in the Burn Building are comprised of wooden pallets and straw. The type of wood varies depending on availability from the supplier. These fires are considered to be external combustion similar to the prescribed burning of woodlands. The EPA's Compilation of Air Pollutant Emissions Factors from Stationary Sources Chapter 13.1 Wildfires and Prescribed Burning was the resource used for the wood pallet emission factors. The AP-42's Chapter 1.9 on residential fireplaces was also reviewed but emissions from prescribed burning were more conservative and fireplaces have greater combustion efficiency than open fires. The 10-micron particulate matter emission factor from residential fireplaces is 34.6 pounds per ton of wood while the average emission factor for hardwood and conifer in prescribed burns is 36.7 pounds per ton of wood.
2	Carbon Dioxide and hazardous air pollutant emissions for the wood pallets were sourced from Chapter 5 - Emissions from the book titled "Wildland Fire Smoke in the United States". This chapter of the book was authored by representatives from the U.S. Forest Service Rocky Mountain Research Station, the Office of Research and Development at the US EPA, and the Department of Chemistry at the Michigan Technological University. The "Wildland Fire Smoke in the United States" particulate matter emissions from Wildland fires were similar to those of AP-42 discussed in Assumption #1 above, 20 grams per kilogram and 18 grams per kilogram respectively. Since PM emissions are similar and the type of burn is comparable it is assumed that Chapter 5's emission factors for hazardous pollutants are also similar.
3	Straw is the agricultural byproduct of cereal products after the grain and chaff have been removed. Straw makes up about half the amount of yield by weight of the cereal crop.
4	Emission factors for straw were selected from the article titled "Emissions from prescribed burning of agricultural fields in the Pacific Northwest" A.L. Holder et al. The laboratory open burn test facility emission factors for wheat, which is made up of straw, were selected due to the similarity of the controlled burn at the proposed burn building and the controlled laboratory environment used in the study. This research paper was authored by the US EPA and the US Forest Service.



SHEET 2	OF 5	DATE: 3/3/25
PROJECT:	Clark Nexsen / CPCC	
SUBJECT:	Project Summary	AG
WORK BY:	JBG	CHECKED BY: AG
		PROJECT NO: 60750932

Pollutant	Potential Emissions						TPER Threshold ¹		
	Pallets (tons/yr)	Straw (tons/yr)	Total (tons/yr)		Total (lb/day)				
Criteria Pollutants									
PM	0.21	0.06	0.27		7.15				
PM ₁₀	0.13	0.06	0.19		5.00				
PM _{2.5}	0.12	0.06	0.18		4.67				
NO _x	0.07	0.03	0.10		2.70				
CO	1.00	0.33	1.33		35.36				
SO ₂	0.02	0.01	0.03		0.80				
VOC	0.05	0.01	0.06		1.52				
Metal Compounds									
				Total (lbs/yr)	Total ² (lb/day)	Total (lbs/hr)	lb/yr	lb/day	lb/hr
Antimony	3.79E-05	-	3.79E-05	0.076	1.01E-03	1.26E-04	-	-	-
Arsenic	4.00E-07	-	4.00E-07	0.001	1.07E-05	1.33E-06	0.053	-	-
Chromium (non Cr6)	6.10E-06	-	6.10E-06	0.012	1.63E-04	2.03E-05	-	-	-
Lead	1.83E-05	-	1.83E-05	0.037	4.88E-04	6.10E-05	-	-	-
Selenium	2.04E-05	-	2.04E-05	0.041	5.44E-04	6.80E-05	-	-	-
Organic Compounds									
				Total (lbs/yr)	Total ² (lb/day)	Total (lbs/hr)	lb/yr	lb/day	lb/hr
1,3-Butadiene	-	2.48E-04	2.48E-04	4.95E-01	0.0066	0.001	11	-	-
Acrolein	-	1.02E-03	1.02E-03	2.05E+00	0.0273	0.003	-	-	0.02
Acetonitrile	-	1.98E-04	1.98E-04	3.96E-01	0.0053	0.001	-	-	-
Acrylonitrile	-	5.61E-05	5.61E-05	1.12E-01	0.0015	0.0002	-	0.4	0.22
Benzene	7.42E-03	6.60E-04	8.08E-03	1.62E+01	0.2156	0.03	8.1	-	-
Formaldehyde	3.71E-02	-	3.71E-02	7.42E+01	0.9900	0.12	-	-	0.04
Hydrochloric Acid	1.86E-03	-	1.86E-03	3.71E+00	0.0495	0.01	-	-	0.18
Hydrogen Cyanide	7.42E-03	-	7.42E-03	1.49E+01	0.20	0.02	-	2.9	0.28
Methane	-	1.01E-02	1.01E-02	2.01E+01	0.27	0.034	-	-	-
MEK	-	4.45E-04	4.45E-04	8.91E-01	0.01	0.001	-	78	22.4
Naphthalene	-	1.15E-04	1.15E-04	2.30E-01	0.00	0.0004	-	-	-
Styrene	-	7.59E-05	7.59E-05	1.52E-01	0.00	0.0003	-	-	2.7
Vinyl Acetate	-	1.20E-03	1.20E-03	2.41E+00	0.03	0.004	-	-	-
m-,p-Xylenes	-	1.01E-04	1.01E-04	2.01E-01	0.00	0.0003	-	57	16.4
Sum of POM	-	2.25E-04	2.25E-04	4.50E-01	0.01	0.001	-	-	-
Total	0.05	0.014	0.068						

Note:

- 1) Using Obstructed or Non-Vertical oriented Toxic Air Pollutant Emission Rates due to the burning taking place within a concrete building.
- 2) Maximum of 8 hours of burning per day.
- 3) POM - polycyclic organic matter



SHEET 3	OF 5	DATE: 3/3/25
PROJECT: Clark Nexsen / CPCC		
SUBJECT: Project Summary	CHECKED BY:	
WORK BY: CJW	PROJECT NO:	60750932

tons --> lbs	2000
lbs --> g	453.59
yr --> hr	8760
hr --> sec	3600

Pollutant		Potential Emissions (g/s)	
	Modeling (Y/N)	Short-Term	Annual
Criteria Pollutants			
PM	N	1.13E-01	7.71E-03
PM ₁₀	N	7.88E-02	5.40E-03
PM _{2.5}	Y	7.36E-02	5.04E-03
NO _x	N	4.26E-02	2.92E-03
CO	N	5.57E-01	3.81E-02
SO ₂	N	1.26E-02	8.62E-04
VOC	N	2.40E-02	1.64E-03
Metal Compounds			
Antimony	N	1.59E-05	1.09E-06
Arsenic	Y	1.68E-07	1.15E-08
Chromium (non Cr6)	N	2.56E-06	1.76E-07
Lead	N	7.69E-06	5.27E-07
Selenium	N	8.57E-06	5.87E-07
Organic Compounds			
1,3-Butadiene	Y	1.04E-04	7.12E-06
Acrolein	Y	4.30E-04	2.94E-05
Acetonitrile	N	8.32E-05	5.70E-06
Acrylonitrile	Y	2.36E-05	1.61E-06
Benzene	Y	3.40E-03	2.33E-04
Formaldehyde	Y	1.56E-02	1.07E-03
Hydrochloric Acid	N	7.80E-04	5.34E-05
Hydrogen Cyanide	Y	3.12E-03	2.14E-04
Methane	N	4.23E-03	2.90E-04
MEK	Y	1.87E-04	1.28E-05
Naphthalene	N	4.83E-05	3.31E-06
Styrene	Y	3.19E-05	2.18E-06
Vinyl Acetate	N	5.06E-04	3.46E-05
m-,p-Xylenes	Y	4.23E-05	2.90E-06



SHEET 4

OF 5

DATE: 3/3/25

PROJECT: Clark Nexsen / CPCC

SUBJECT: Pallet Emissions

CHECKED BY: AG

WORK BY: JBG

PROJECT NO: 60750932

Wooden Pallets with Varying Species of Wood

Burning Duration = 8 hours
 Days with Potential Burn Events = 75 days/year
 Number of Pallets = 15 pallets / day
 Weight of Pallets = 30 pounds / pallet
 Potential Fuel per Day* = 495 lbs of wood / day
 0.2475 tons/day

*Increased the potential fuel per day by 10% for a conservative estimate.

Conversion for kilograms to pounds = 2.205

Wood Pallet Fuel Combustion Emissions

Pollutant	Citation	Emission Factor (g/kg)	Emission Factor (lb/ton)	Hourly Emission Rate over 8 hours (lbs/hr)	Potential Annual Emission Rate (tons/yr)
Criteria Pollutants					
PM	1	11.33	22.67	0.70	0.21
PM ₁₀	1	7.00	14.00	0.43	0.13
PM _{2.5}	1	6.33	12.67	0.39	0.12
NO _x	1	4.00	8.00	0.25	0.07
CO	1	53.67	107.33	3.32	1.00
SO ₂	2	1.00	2.00	0.06	0.02
VOC	1	2.53	5.07	0.16	0.05
Metal Compounds					
		µg/g PM	g/hr	lb/hr	tons/yr
Antimony	2	180	5.73E-02	1.26E-04	3.79E-05
Arsenic	2	2	6.04E-04	1.33E-06	4.00E-07
Chromium (non Cr6)	2	29	9.22E-03	2.03E-05	6.10E-06
Lead	2	87	2.77E-02	6.10E-05	1.83E-05
Selenium	2	97	3.09E-02	6.80E-05	2.04E-05
Organic Compounds					
		g/kg	lb/ton	lb/hr	tons/yr
Benzene	2	0.400	0.80	0.025	0.0074
Formaldehyde	2	2.00E+00	4.00	0.124	0.0371
Hydrochloric Acid	2	1.00E-01	0.20	0.0062	0.0019
Hydrogen Cyanide	2	4.00E-01	0.80	0.025	0.0074

1) Emission factor is from the "Fire" portion of AP-42 Table 13.1-1 to account for dry wood flaming phase. The fire is then put out by the firefighters. The emission factor for NO_x is from AP-42 Chapter 13.1 Section 3 for Prescribed Burning. According to Chapter 13.1.3 emissions from sulfur oxides are negligible.

2) Emission factor is from EPA's Wildland Fire Smoke in the United States Chapter 5 Tables 5.4 and 5.5.



SHEET 5	OF 5	DATE: 3/3/25
PROJECT:	Clark Nexsen / CPCC	
SUBJECT:	Straw Emissions	CHECKED BY: AG
WORK BY:	JBG	PROJECT NO: 60750932

Straw Bales

Burning Duration =	8 hours
Days with Potential Burn Events =	75 days/year
Number of Bales of Straw =	8 bales / day
Weight of Bales =	50 pounds / bale
Potential Fuel per Day =	440 lbs of straw / day
	0.22 tons/day

*Increased the potential fuel per day by 10% for a conservative estimate.
Conversion for kilograms to pounds = 2.205

Straw Fuel Combustion Emissions

Pollutant	Citation	Emission Factor (g/kg)	Emission Factor (lb/ton)	Hourly Emission Rate over 8 hours (lbs/hr)	Potential Annual Emission Rate (tons/yr)
Criteria Pollutants					
PM	1	3.50	7.00	0.19	0.06
PM ₁₀	1	3.50	7.00	0.19	0.06
PM _{2.5}	1	3.50	7.00	0.19	0.06
NO _x	2	1.64	3.29	0.09	0.03
CO	1	20.00	40.00	1.10	0.33
SO ₂	2	6.90E-01	1.38	0.04	0.01
VOC	1	0.61	1.22	0.03	0.01
Organic Compounds		g/kg	lb/ton	lb/hr	tons/yr
1,3-Butadiene	1	1.50E-02	0.03	8.25E-04	0.0002
Acrolein	1	6.20E-02	0.12	3.41E-03	0.0010
Acetonitrile	1	1.20E-02	0.02	6.60E-04	0.0002
Acrylonitrile	1	3.40E-03	0.01	1.87E-04	0.0001
Benzene	1	4.00E-02	0.08	2.20E-03	0.0007
Methane	1	6.10E-01	1.22	3.35E-02	0.0101
MEK	1	2.70E-02	0.05	1.49E-03	0.0004
Naphthalene	1	6.97E-03	0.01	3.83E-04	0.0001
Styrene	1	4.60E-03	0.01	2.53E-04	0.0001
Vinyl Acetate	1	7.30E-02	0.15	4.01E-03	0.0012
m-,p-Xylenes	1	6.10E-03	0.01	3.35E-04	0.0001
Sum of POM	1	1.37E-02	0.03	7.51E-04	0.0002

1) Emission factor is from the "Emissions from prescribed burning of agricultural fields in the Pacific Northwest" A.L. Holder et al. The laboratory open burn test facility emission factors for wheat, which is made up of straw, was selected.

2) Emission factor is from prescribed fires of rice straw identified in a study titled "Agricultural fires in the southeastern U.S. during SEAC4RS" by Liu et al. (2016). The A.L. Holder study did not measure nitrogen oxides or sulfur oxides so the NO_x and SO₂ emission factor from the Liu et al. study was selected as a conservatively high estimate due to the poor burning conditions.

3) POM - polycyclic organic matter

EXHIBIT #2

T. B. Harris Jr. & Associates Property Impact Study

See attached Property Impact Study prepared by:

**T.B. Harris Jr. & Associates
1125 East Morehead Street, Suite 202
Charlotte, NC 28204**

IMPACT STUDY

*Impact Study - Merancas
Campus Facility
11700 Old Verhoeff Dr.
Huntersville, Mecklenburg
County, NC 28078*

Type Report: Impact Study

*Effective Date
February 18, 2025*



February 28, 2025

Mr. Kent Reid, AIA
Central Piedmont Community College
AIA Drumm Facilities Services Building
1325 East 7th Street
Charlotte, NC 28204

RE: Impact Study of proposed Merancas Fire Training Facility located at 11700 Old Verhoeff Dr. Huntersville, North Carolina 28078.

Dear Mr. Reid:

T.B. Harris, Jr. & Associates has completed an impact study of the proposed facility. The scope of the assignment is to provide an analysis and conclusions addressing items within our field of expertise associated with the application for a special use permit. The proposed development will be located on a 5.227-acre site owned by The Trustees of Central Piedmont College. As we will detail in the attached narrative, the physical characteristics of the site, the proposed improvements and surrounding developments are factors in the analysis.

Based on our research and the analysis provided in the attached narrative, we conclude that the development as proposed will not substantially injure the value of adjacent or abutting properties.

The impact study is intended to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The impact study is not an appraisal as it does not report a value of any property nor does it quantify any impact; however, the study employs appraisal methodology to reach our conclusions of the impact of the proposed development.

The conclusions of this study are supported by the data and reasoning set forth in the attached narrative. Your attention is invited to the Assumptions and Limiting Conditions section of this report. The analysts certify that we have no present or contemplated future interest in the proposed development, and that our fee for this assignment is in no way contingent upon the conclusions of this study.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS:

- It is an extraordinary assumption of this report that the improvements described within this report are compliant with the appropriate ordinance regarding items including but not

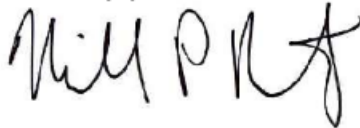
necessarily limited to setbacks, access and other items outside our field of expertise for this assignment. These items will be addressed as part of the application by others with expertise within their respective fields.

- It is an extraordinary assumption of this report that the proposed development will be constructed as detailed in the report. We understand that the plans will be included in the application for Special Use Permit. Excerpts of the information are provided in this report.
- The property currently has split zoning, Campus Institutional (CI) and Neighborhood Residential (NR). Concurrent with the application is a rezoning of the whole property to SP. We assume that the rezoning request will be granted as a precursor to the Special Use Permit. Based on discussions with our client, we consider the assumption reasonable.

The content and conclusions of this report are intended for our client and for the specified intended uses only. They are also subject to the assumptions and limiting conditions as well as the specific extraordinary assumptions and hypothetical conditions set forth in this report.

Thank you for the opportunity to be of service. If you have any questions or comments, please let us know.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael P. Berkowitz", written in a cursive style.

MICHAEL P. BERKOWITZ
T.B. HARRIS, JR. & ASSOCIATES

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SCOPE OF THE ASSIGNMENT

In accordance with our agreement with the client, this impact study is specific to the needs of our client as part of an application for a special use permit to be considered by Huntersville officials. Our study and the reporting of our study is in agreement with our client as follows:

- The proposed development requires a special use permit. The report is intended to address items relevant to the potential impact of the proposed development on adjacent or abutting properties. We provide details of the ordinance in this report. The following excerpt was extracted from the Huntersville Zoning Ordinance Chapter 11.4.10.e.2.

- i. The proposed special use will not materially endanger the public health or safety;
- ii. The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity;
- iii. The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan;
- iv. The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located; and
- v. The proposed special use will comply with all general and specific standards required by the appropriate section of this ordinance for the issuance of a special use permit for this use.

- The scope of the assignment includes research on existing fire training facilities in North Carolina. The neighborhoods and their surrounding developments are researched to determine whether the proposed development is consistent with the location of other facilities and their impact, if any, on neighborhood development patterns and property values.
- The impact study provides an analysis of the surrounding development patterns and adjacent/abutting properties. The analysis includes existing improvements, zoning designations and likely development patterns. The existing uses as of the effective date of this report in concert with the market data provided are contributing factors to the conclusions of this study.

PREMISES OF ASSIGNMENT

Identification of Subject

Proposed Merancas Fire Training Facility

11700 Old Verhoeff Drive

Huntersville, Mecklenburg County, NC 28078

Parcel ID: 017-204-01

Client, Purpose, and Intended Use and Intended Users

Mr. Kent Reid, AIA

Central Piedmont Community College

AIA Drumm Facilities Services Building

1325 East 7th Street

Charlotte, NC 28204

The client and intended user are Mr. Kent Reid and representatives of CPCC. The intended use is as an aid to assist Huntersville officials in rendering a decision regarding the approval of a special use permit for the proposed development. The study is not intended for any other uses or users.

Analyst

Michael P. Berkowitz

Property Inspection

Michael Berkowitz inspected the property and neighborhood surrounding the proposed development. Details of surrounding land uses and observations are provided throughout the report. I also performed off-site visual inspections of fire training facilities in the Charlotte MSA. I consider my observations in the context of the market data. They are a contributing factor to my conclusions.

Extraordinary Assumptions of Study

- It is an extraordinary assumption of this report that the improvements described within this report are compliant with the appropriate ordinance regarding items including but not necessarily limited to setbacks, access and other items outside our field of expertise for this assignment. These items will be addressed as part of the application by others with expertise within their respective fields.

- It is an extraordinary assumption of this report that the proposed development will be constructed as detailed in the report. We understand that the plans will be included in the application for Special Use Permit. Excerpts of the information are provided in this report.
- The property currently has split zoning, Campus Institutional (CI) and Neighborhood Residential (NR). Concurrent with the application is a rezoning of the whole property to SP. We assume that the rezoning request will be granted as a precursor to the Special Use Permit. Based on discussions with our client, we consider the assumption reasonable.

Should the extraordinary assumptions not exist, we reserve the right to amend this study.

Effective Date of Study

February 22, 2025

Date of Report

February 28, 2025

Type Report

Impact Study Report

Study Development and Reporting Process

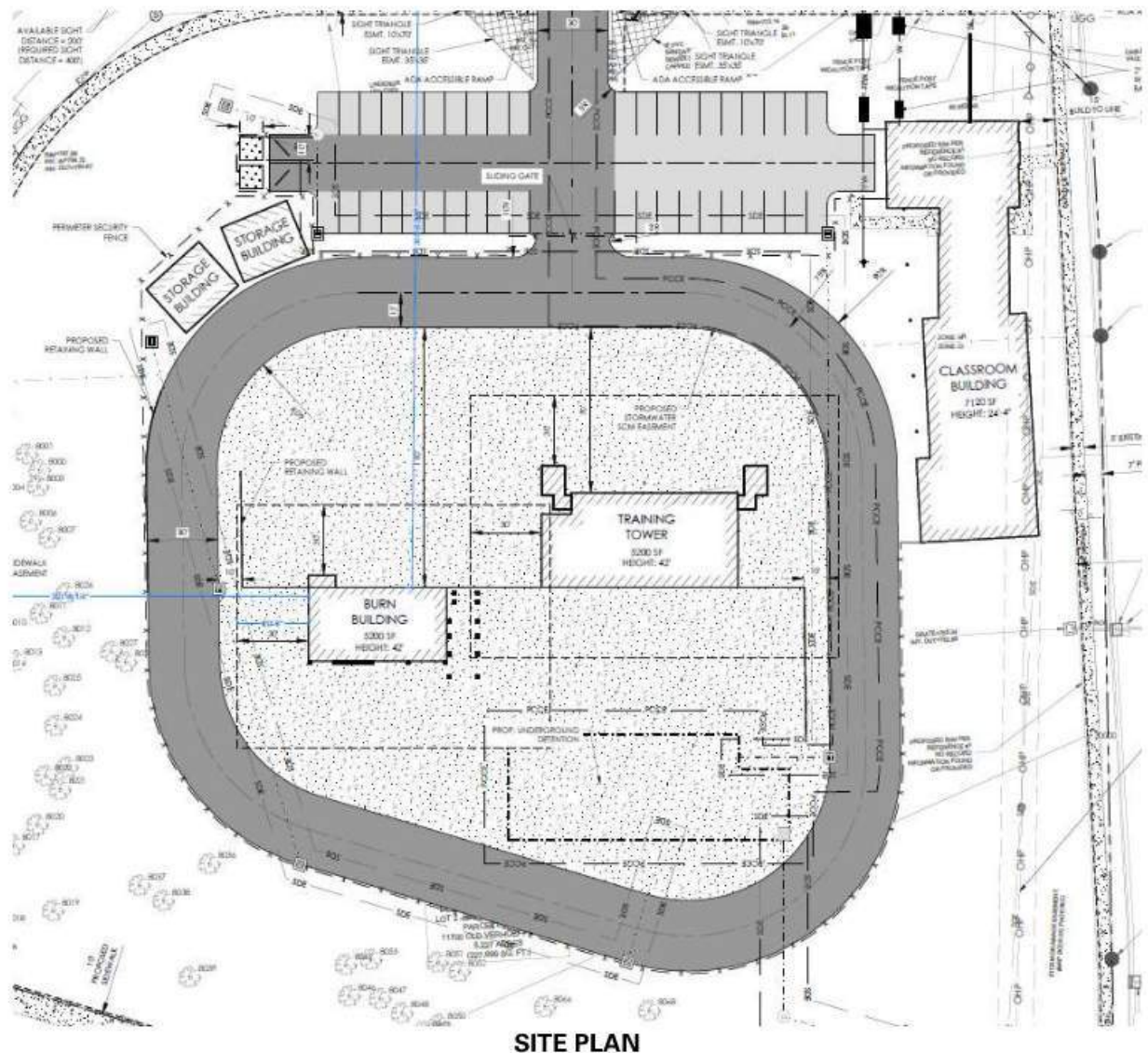
In preparing this study, the analyst:

- Analyzes the physical impacts, if any, of the proposed construction on properties in the immediate area as well as the neighborhood;
- Reviews plans for the proposed development to determine whether it is in compliance with the Huntersville Zoning Ordinance for a Special Use Permit with respect to items within my field of expertise;
- Reviews site plan provided by our client with respect to the physical characteristics of the proposed development;
- Reviews Chapter 11.4.10.e.2. of the Huntersville Zoning Ordinance for the criteria to be met for approval of a Special Use Permit;

- Researches market data around existing fire training facilities in North Carolina to determine whether the market provides credible quantitative evidence of a substantial injury to the value of adjacent or abutting properties.

PROPOSED FACILITY

Information regarding the proposed facility relies on drawings and correspondence with our client's development team. The information will be included as part of the site plan. The proposed development includes structures and site improvements.



Structures

As shown on the site plan there will be five structures included in the training facility. The following provides a brief summary of the buildings included.

Classroom Building – This building will consist of 7,120 square feet and a height of 24' 4". The renderings of the building show a modern classroom building. The building will be in the northeast quadrant of the site facing Verhoeff Drive.

Training Tower – The Training Tower will be constructed in the center of the site. The building will have a height of 42' and consist of 5,200 square feet.

Burn Building – The Burn Building is located west of the Training Tower in the center of the site. The building will have a height of 42' and consist of 5,200 square feet.

Storage Buildings – The site plan shows two small storage buildings located in the northwestern section of the site.

Summary

Except for the classroom building, the structures are in the center of the site that will reduce the visual impact of the proposed development. The site improvements as detailed in the following section in conjunction with the siting of the improvements will reduce if not totally obscure the structure from adjacent or abutting properties.

Site Improvements

The following provides a summary of the site improvements as detailed on the site plans provided for this assignment. The site plan along with other documents will be included as part of the application. We provide excerpts of the drawings in the analysis of the site improvements.

Access – Access to the facility will be provided by an entrance along the northern boundary off Old Verhoeff Drive. The driveway will be 30 feet wide and is consistent with other entrances to properties in the immediate area. The drawings account for sight lines and are assumed to conform to all regulations associated for access to the site.

Parking and Interior Driveway – The parking for the facility will include 40 asphalt-paved spaces near the entrance to the property. A 30-foot-wide circular drive will encompass the Training Tower and Burn Building located in the center of the site.

Other Site Work – The site plan shows several items that were either specific to the intended use or requested as part of the approval process. The development will include sidewalks consistent with other developments in the area. The property owner is coordinating with utility providers to relocate the existing power lines. Within the center of the facility is a proposed underground detention area.

Landscaping – As shown on the following exhibit, the vegetative buffers around the facility will use some of the existing vegetation as a buffer. According to the plans, the Town has requested augmentation to the screening. The following provides notes and a drawing of the vegetative buffers and landscaping for the proposed development.

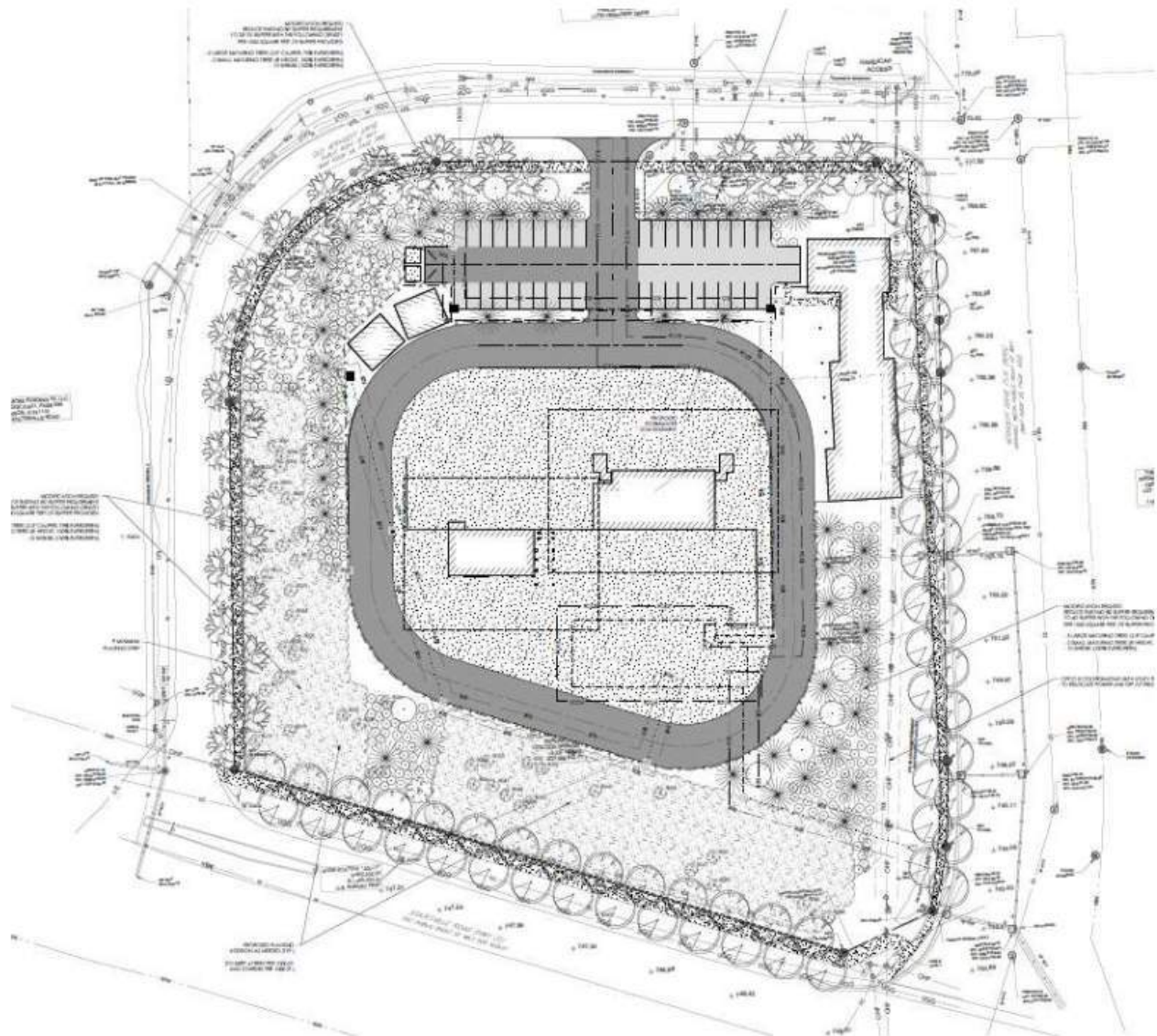
MODIFICATION REQUEST:

1. EASTERN BUFFER (40' MINIMUM) SHALL BE PLANTED WITH ENHANCED DENSITY OF EVERGREENS AS FOLLOWS: 5 LARGE MATURING TREES (75%) EVERGREEN, 2 SMALL MATURING TREES (8' HEIGHT, 100% EVERGREEN) AND 10 SHRUBS (100% EVERGREEN) PER 1000 SF OF BUFFER.
2. REDUCE EXISTING 80' WIDE NORTHERN BUFFER TO 32'-76' TO ACCOMMODATE REQUIRED PARKING. PROVIDE NEW BUFFER PLANTED WITH ENHANCED DENSITY OF EVERGREENS AS FOLLOWS: 5 LARGE MATURING TREES (75%) EVERGREEN, 2 SMALL MATURING TREES (8' HEIGHT, 100% EVERGREEN) AND 10 SHRUBS (100% EVERGREEN) PER 1000 SF OF BUFFER.
3. REDUCE EXISTING 80' WIDE WESTERN BUFFER TO 73' TO ACCOMMODATE NEW SIDEWALK.

LEGEND:

LARGE MATURING STREET TREE:
SMALL MATURING STREET TREE:
LARGE MATURING EVERGREEN:
SMALL MATURING EVERGREEN:
SHRUB:

NOTE:
ALL TREES AND SHRUBS TO BE COORDINATED WITH TOWN OF HUNTERSVILLE APPROVED TREE AND SHRUB LIST AND NODOT PLANTING GUIDELINES





Summary

The site plan shows the intent of the developer to provide screenings in all directions to minimize, if not eliminate, the visual impact of the proposed development. The development of the classrooms building provides some level of visibility for the facility. We provide examples of this for other facilities as to provide some level of presence. Given the intended use of this report, the visual impact of the proposed facility is negligible.

We discuss other potential influences of the proposed development later in the study. Again, the scope of work is to determine whether the proposed development will substantially injure the value of adjacent or abutting properties.

SURROUNDING LAND USES

The proposed development is located on a 5.227-acre tract of land that has frontage on all four boundaries. Along the southern boundary is Statesville Road. Along the eastern boundary is Verhoeff Drive. Along the northern and western boundaries is Old Verhoeff Drive. The streets provide an additional buffer between the proposed development and surrounding properties. While there are no properties that share a boundary with the subject, we provide an analysis of properties across the streets from the proposed boundary.

The following chart provides a summary of the properties within 300 feet of the boundary of the proposed development. We note that one of the properties is under the same ownership and is not considered in the analysis.

Adjacent/Abutting Properties					
Tax Parcel	Owner	Address	Zoning	Acres	Land Use
017-411-15	Store Master Funding VII LLC	12700 Statesville Rd.	CB	7.847	Daycare
017-411-16	Chronic Disease Mecklenburg County	11725 Verhoeff Dr.	NR	12.8	Aquatic Center
017-421-10	Chronic Disease Mecklenburg County	11720 & 11836 Verhoeff Dr.	NR	38.132	Athletic Park
017-421-11	The Trustees of Central Piedmont College	11636 Verhoeff Dr.	CI	9.341	Vehicle Training Center
017-201-05	Martha H. Young	12425 Statesville Rd.	HC	11.35	Vacant
017-391-01	Property Resources LLC	Statesville Rd.	HC	14.5	Vacant

Parcel 017-411-15 – This property operates as a daycare center. KinderCare provides services for children aged from six weeks to 12 years old. The operations are between 7:00 and 6:00 pm Monday through Friday. According to public records, the building was constructed in 2006 and was constructed for its current and historical use.

Parcels 017-411-16 and 017-421-10 – These two properties are under the same ownership. The improvements are athletic fields and a natatorium serving the community. The aquatic and fitness center operates from 9:00 am to 8:00 pm Monday through Friday. The Huntersville Athletic Park includes four full sized ball fields, soccer, field, multi-purpose field, restroom facilities, concession stand and other outdoor venues. The fields include lighting that is a factor in the analysis.

Parcels 017-201-05 and 017-391-01 – Across Statesville Road from the proposed development are two vacant tracts of land with Highway Commercial zoning. The two parcels are encumbered with floodway and floodplain that limit their utility. The zoning and existing encumbrances are factors in the analysis.

As we will discuss in the following section, the scope of the assignment is to determine whether the proposed development meets the criteria within our field of expertise for approval of a special use permit. The existing and potential uses of the properties are factors in the analyses provided.

HUNTERSVILLE ZONING ORDINANCE

As part of the assignment, I reviewed Article 11.4 Section 10 of the Huntersville Zoning Ordinance regarding the approval criteria for a Special Use Permit. The following was extracted from the ordinance.

- i. The proposed special use will not materially endanger the public health or safety;
- ii. The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity;
- iii. The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan;
- iv. The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located; and
- v. The proposed special use will comply with all general and specific standards required by the appropriate section of this ordinance for the issuance of a special use permit for this use.

The focus of the study is on Item ii. As we will detail later in this study, the market has not shown a substantial injury to the value of adjacent or abutting properties.

Summary

The site of the proposed development is in an area that includes institutional and recreational uses. The fire training facility is common for community college campuses as we will show later in the report. The determination of whether the proposed development is a necessity is outside our purview. However, the development of a fire training facility on a community college campus is consistent and from an appraiser's perspective harmonious with the surrounding development patterns.

MARKET RESEARCH

For this assignment, we researched fire training facilities throughout North Carolina. The primary source for this chart was the North Carolina Fire Marshall's Office. The quantity of facilities researched is adequate in quantity and quality to develop credible analyses. The following chart provides a summary of the facilities researched for this assignment.

Fire Training Facilities			
Name	Address	City	County
Merancas Fire Training Facility	11700 Old Verhoeff Dr.	Huntersville	Mecklenburg
NCFS - B.H. Corpening Training Facility at Gill State Forest	6065 Linville Falls Hwy.	Crossnore	Avery
Brunswick County Fire Rescue Training	80 Naber Dr.	Shallotte	Brunswick
Shallotte Regional Fire Training Center	518 Forest St. Ext. W.	Shallotte	Brunswick
Asheville-Buncombe Technical Community College	340 Victoria Rd.	Asheville	Buncombe
Western Piedmont Community College Emergency Services Training Center	150 Coal Chute Rd.	Morganton	Burke
Tri-County Community College	4600 East US 64	Murphy	Cherokee
Cleveland Community College Emergency Services Regional Training Center	2423 Kings Rd.	Shelby	Cleveland
Fayetteville Fire Department Airport Training Facility	3035 Radar Rd.	Fayetteville	Cumberland
College of Davidson and Davie Counties	1060 Davidson Community College Rd.	Thomasville	Davidson
College of Davidson and Davie Counties	196 Kaydon Dr.	Mocksville	Davie
Durham Fire Department Training Facility	2079 Camden Ave.	Durham	Durham
Forsyth Tech Emergency Services Training Center	Big Oaks Dr.	King	Forsyth
Gaston College Regional Emergency Services Training Center	201 Highway 321 S.	Dallas	Gaston
Greensboro Public Safety Training Facility	1510 North Church St.	Greensboro	Guilford
Guilford Technical Community College	2764 Stanford Rd.	Jamestown	Guilford
Blue Ridge Community College	180 West Campus Dr.	Flat Rock	Henderson
Fort Liberty Fire Department Training Facility	1549 Hurst Dr.	Ft. Liberty	Hoke
Iredell Firefighters Association Training Tower	1105 Winston Ave.	Statesville	Iredell
Mooreville Fire Training Facility	2523 Charlotte Hwy	Mooreville	Iredell
Central Carolina Community College	3000 Airport Rd.	Sanford	Lee
NCFS - Ralph Winkworth Forestry Center	2958 Rouse Rd. Ext.	Kinston	Lenoir
Southwestern Community College Fire Rescue Training Facility	225 Industrial Park Loop	Franklin	Macon
Air National Guard	4134 Sentry Post Rd.	Charlotte	Mecklenburg
Charlotte Fire Department Training Academy	1770 Shopton Rd.	Charlotte	Mecklenburg
Mayland Community College Fire Training Facility	200 Mayland Lane	Spruce Pine	Mitchell
Sandhills Community College - Larry R. Caddell Public Safety Training Center	337 Niagra-Cathage Rd.	Carthage	Moore
Cape Fear Community College	4500 Blue Clay Rd.	Castle Hayne	New Hanover
Chapel Hill Fire Rescue Training Center	103 Weaver Dairy Rd. Ext.	Chapel Hill	Orange
NCFS - Stanford M. Adams Training Facility	2832 Big Woods Rd.	Chapel Hill	Orange
Greenville Fire Rescue	3375 E. 10th St.	Greenville	Pitt
Randolph Community College Emergency Services Training Center	Training Center Dr.	Asheboro	Randolph
Robeson Community College Emergency Training Center	5160 Fayetteville Rd.	Lumberton	Robeson
Rockingham Community College Emergency Services Training Center	Hwy 87/65	Wentworth	Rockingham
Rowan-Cabarrus Community College Fire Training Grounds	1075 RCCC Rd	Salisbury	Rowan
Surry Community College	Training Way	Dobson	Surry
Raleigh Fire Department	105 Keeter Center Dr.	Raleigh	Wake
Wake County Fire Training Facility	Shooting Lane	New Hill	Wake
Wilson Community College	902 Herring Ave.	Wilson	Wilson
Wilson Fire Rescue Services Training Center	800 N. Pine St.	Wilson	Wilson

As part of our research, we visited several of the local facilities. We discussed the facility with local businesses and residents as part of our research. The purpose of this study is to determine whether the proposed development will constitute a substantial injury to property values of adjacent or abutting properties. The term for an adverse impact is external obsolescence. Items that could contribute to the presence of external obsolescence include but are not necessarily limited to:

- *Traffic* – According to information provided for this assignment, the increase in traffic will include approximately 50 cars per day. According to information from the NCDOT, the average daily traffic along this section of Statesville Road is 13,000 vehicles per day. Based on the information provided for this assignment, we do not consider the incremental increase in traffic to present potential for external obsolescence.
- *Noise* – The existing noise for the area is consistent with other transportation corridors similar to Statesville Road. Athletic fields generate noise from the congregation of people and activities at the facility. Interstate 77 is located to the west of the properties across Statesville Road from the proposed development. Based on observations made during the inspection, the incremental increase in noise from the proposed development would not constitute external obsolescence.
- *Visual* – As described earlier, the proposed development will include significant buffering to reduce or eliminate any visual impact of the facility. The classroom building will be visible and is across the street from the truck driving training facility under the same ownership. Based on our review of the plans and tour of the neighborhood, we do not consider the

visual impact of the proposed development to warrant a diminution in value of the adjacent or abutting properties.

- *Odor* – Any potential odor from the facility would be limited to the smoke from the operations of the burn building. A review of the information provided for this assignment revealed regulations on the operations to ensure the safety of the operations. However, the potential for smoke to travel across adjacent or abutting properties appears to be the only potential adverse characteristic of the proposed development that has potential to impact adjacent or abutting properties. A detailed study of the operations was reviewed for this assignment and will be included as part of the application.

Based on our preliminary analysis, we focus on facilities that include a burn building as part of their facility. Of the 39 facilities identified in the previous chart, 16 of the facilities reportedly have a burn building. The following provides a summary of each facility researched for this assignment.

Fayetteville Fire Department Airport Training Facility



This facility is located on a tract of land owned by the City of Fayetteville. Fayetteville Airport is north of the training facility. The location is near the interchange of Interstate 95 and NC Highway 87. The adjacent or abutting properties include institutional and vacant land. The market did not provide data adequate in quality or quantity to isolate the influence of the training facility, if any. The facility does include a burn building. Air space use is restrictive near airports and the information gathered from this facility is applicable to the qualitative analysis presented later in the report.

Davidson-Davie Community College

The Davidson-Davie Community College has two fire training facilities. The first is in Davidson County at the interchange of US Highway 70 and Old Greensboro Road. The facility is part of a larger campus that includes 19

buildings and site improvements including recreational areas. The surrounding land uses include some residential and commercial developments with the majority of land used for agricultural purposes. Given the size of the campus, the isolation of the impact of the fire training facility was not credible. The second facility, which is in Mocksville is in a rural area that did not provide any market data to perform a credible analysis.



Durham Fire Department Training Facility

This facility is near the intersection of Camden Avenue and East Club Drive in Durham. The facility is adjacent to a wastewater treatment facility. The juxtaposition of the wastewater facility did not allow for the isolation of the impact of the fire training facility.



Gaston College Regional Emergency Training Center

As with many of the fire training facilities, the location of this facility is part of a larger campus. The surrounding developments included primarily industrial developments. Dallas Park, which includes ball fields, is just west of the fire training facility. The development patterns are comparable to the area. Research in the area showed most of the property owned by governmental authorities and has been under this ownership for many years.

Greensboro Public Safety Training Facility

This facility is adjacent to the existing fire station in Greensboro. We spoke with Mary Ann at McMillian Orthodontics, which is the adjacent property. She was aware of the fire station but did not notice the training facility. The



buffering between this freestanding dental building and the training facility included a small strip of trees that is significantly lower than the proposed buffering. The Moses Cone Hospital is just south of the training facility. T. Gilbert Pearson Audubon Natural Area is across the street from the facility. The proximity of medical and natural preservation areas provides qualitative evidence of the nominal impact of a fire training facility on surrounding properties.

Blue Ridge Community College

This training facility is another example of fire training on a larger college campus. The training facility is across the street from the main campus. The campus is adjacent to Interstate 26. There is a residential subdivision south of the facility, but because of the topography and the fact the college also owns the adjacent land, the analysis of this property did not provide any empirical evidence to develop credible results.

Fort Liberty Fire Department Training Facility

This training facility is located on the military base formerly known and recently renamed as Fort Bragg. The location on the military base does not provide a reasonable comparison to the proposed development.

Iredell Fire Association Training Tower

This facility is located adjacent to the Statesville Utilities center. The adjacent industrial property is inconsistent with the adjacent uses for the proposed development. Immediately to the west of the subject is a large electrical transmission corridor that poses a larger influence on surrounding development patterns.

Mayland Community College Fire Training Facility

This facility is part of the college campus that serves three counties in western North Carolina. The surrounding land uses are vacant land used for agricultural purposes. The market did not provide any data that could be used in a quantitative analysis. The facility provides another example of fire training facilities on college campuses.

Cape Fear Community College

This training facility is part of the Cape Fear Campus located on the northeast quadrant of the interchange of Interstates 40 and 140. The adjacent land is owned by the college. Because

of the proximity of the highways, the market did not provide data adequate to isolate the impact, if any, of the fire training facility.

**Robeson Community
College Emergency
Training Center**

This training facility is in the rear portion of the campus adjacent to a power substation. The campus is adjacent to Interstate 95. The existing improvements and surrounding developments did not provide data adequate in quality or quantity to develop a credible analysis. This facility provides another example of the locations for these facilities consistent with the location of the proposed development.

**Rockingham Community
College Emergency
Training Services Training
Center**

This facility is located within a governmental hub. County properties include the judicial center, jail and fire marshal's office. The market did not provide any empirical data to develop a credible quantitative analysis.

Surry Community College

This facility is located adjacent to a ball field owned by the County. There is a residential development to the north of the facility, but the adjacent properties did not provide data to develop a credible quantitative analysis. The surrounding developments also include other institutional and recreational developments consistent with the surrounding developments of the proposed development.

Wilson Community College

This facility is at the rear of the college campus. Several of the adjacent properties are publicly owned and do not provide empirical evidence pertinent to this study.

Raleigh Fire Department



This facility is adjacent to the Walnut Creek Trail. The property to the north is public housing and does not provide data relevant to this study. As with several of the facilities researched for this assignment, several of the surrounding properties are publicly owned. While the surrounding developments are similar to the subject, the analysis of this facility provides qualitative evidence from an appraiser's perspective that the proposed development is harmonious with the surrounding developments.

**Charlotte Fire Department
Training Academy**

This facility is located on the northeast quadrant of the intersection of Shopton and Beam Roads in southwest Charlotte. Across the street from the facility are Carrington Place Apartments. We called the property manager for this property who was unaware of the fire training facility and referred to the property as the college property. The rent levels for the units closest to the facility were given no discount for the influence of the facility.

**Central Carolina
Community College**

This facility is in an area surrounded by residential development. Residential development is considered more sensitive to external factors than the adjacent or abutting properties of the proposed development. The market provides data for single family properties adjacent to the facility and are compared to those further away. We also note that a subdivision is under construction just north of the facility indicating that the facility did not impede the development of nearby properties. The following chart provides a summary of the sales adjacent to the facility (highlighted in yellow) and sales of similar properties that are further away.



Matched Pair Analysis							
Parcel Number	Address	Sale Date	Sales Price	Size (SF)	Year Built	Acres	\$/SF
9641-55-2072	2117 Tramway Road	11/1/24	\$ 160,000	1,148	1959	0.5165	\$139.37
9641-55-7237	2105 Tramway Road	9/26/22	\$ 146,000	1,000	1961	0.4107	\$146.00
9641-65-6890	1921 Tramway Road	8/31/23	\$ 277,500	1,524	1952	0.5022	\$182.09
9641-55-0201	2124 Tramway Road	2/2/23	\$ 220,000	1,356	1962	0.4132	\$162.24
9641-55-4432	2108 Tramway Road	2/26/24	\$ 360,000	2,248	1962	0.5372	\$160.14

The analysis of these sales revealed some physical variances that would require adjustments in a hypothetical valuation. Adjustments include but are not necessarily limited to condition, number of bedrooms and bathrooms. The range of prices paid is narrowed based on the physical variances. Based on the matched pair analysis of these sales, the market provides no empirical evidence to support a substantial diminution in the residential property for the location adjacent to the fire training facility.

Greenville Fire Rescue

This facility is located behind a fire station. The adjacent properties include student housing. The buffering is inferior to the proposed development. The property manager at Pirates Cove Student Housing did not report a reduction in lease rates for the units adjacent to the training facility. Across the street is an apartment complex, Copper Beech. The property manager for this property indicated that there were no reductions in asking rents for units closest to the facility. To the east of the facility is a small residential subdivision. Residential properties are more sensitive to external influences than commercial and industrial uses. The following chart provides a summary of the sales in the subdivision with the property adjacent to the facility highlighted in yellow.



Matched Pair Analysis							
Parcel Number	Address	Sale Date	Sales Price	Size (SF)	Year Built	Acres	\$/SF
4697-77-9102	2305 Old Courthouse Dr.	10/9/24	\$ 260,000	1,529	1997	0.15	\$170.05
4697-86-0637	3403 Liberty Dr.	8/6/24	\$ 235,000	1,365	2000	0.16	\$172.16
4697-76-8930	2202 Old Courthouse Dr.	2/2/23	\$ 260,000	1,527	1997	0.14	\$170.27
4697-86-2906	3405 Governors Lane	4/7/24	\$ 235,500	1,280	2002	0.33	\$183.98

The similarity in the prices paid per square foot and price point provides empirical evidence that the juxtaposition of the fire training facility does not substantially injure the value of adjacent properties. Again, residential properties are more sensitive to external influences than the institutional and commercial properties adjacent to the proposed development.

Conclusions

Research on fire training facilities shows that the locations are typically part of a larger campus. Residential properties are more sensitive to external influences. The residential properties, including multifamily showed **no diminution in rent levels or prices paid based on the adjacent fire training facility**. Some of the facilities with adjacent uses had inferior buffers compared to the proposed development. Regardless, interviews with tenants and property managers indicated there have been no adverse impacts on adjacent properties by the training facility.

Qualitative Analysis

In addition to a quantitative analysis, we also consider the surrounding developments for the subject. The question posed for this study is “would the development of a fire training facility warrant a downward adjustment to properties in the neighborhood?” The following is a qualitative analysis.

When considering an adjustment in an appraisal, the appraiser must consider all factors that could contribute to an adjustment. The aesthetics and location of the proposed development as well as the existing developments are a factor in developing our opinion. The factors considered in developing our opinion include but are not necessarily limited to:

- The market provides no empirical evidence to support an adjustment. Research reveals that development surrounding these facilities have not been impeded including residential development.
- The surrounding developments include educational, recreational and vacant commercial land. The

inclusion of a fire training facility has not impeded these uses and are common based on the facilities researched for this assignment.

- The vacant tracts across Statesville Road are encumbered with floodplain and floodway that represent an adverse characteristic. Any adjustment to these properties without consideration of these factors would be misleading and not credible.
- The surrounding area includes interstate, lighted athletic fields and other external influences that pose a higher impact on surrounding properties. The external influences are prevalent and would be considered in any hypothetical valuation.

All these factors would contribute to the highest and best use and a hypothetical valuation of properties in the neighborhood. The multitude of factors would indicate that multicollinearity for aesthetics exists for the area. Multicollinearity arises when multiple items correlate with each other. Multiple factors can cause a distortion of the impact of any of the factors individually without consideration for all the factors that contribute to the common issue.

In the case of the proposed development, the likely development patterns will not include residential development. To attribute any adjustment to the proposed development would be misleading and not result in a credible adjustment. In other words, any adjustment for the development of a fire training facility without consideration of the numerous other aesthetic influences would not be credible.

Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not substantially injure values of adjacent or abutting properties. The proposed development has siting and buffers to minimize to the extent

possible the visual impact of the proposed facility. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location, buffering and surrounding land uses.

A handwritten signature in black ink, appearing to read "Mike P. Berkowitz", written over a horizontal line.

Michael P. Berkowitz

ADDENDA

Certifications

CERTIFICATION OF THE APPRAISER

I, Michael P. Berkowitz, certify that, to the best of my knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. I have made a personal inspection of the property that is the subject of this report.
11. No one provided significant real property appraisal assistance to the person(s) signing this certification other than those individuals having signed the attached report.



A handwritten signature in black ink, appearing to read "Michael P. Berkowitz".

Michael P. Berkowitz
(NC State Certified General Real Estate Appraiser #A6169)
(SC State Certified General Real Estate Appraiser #CG6277)

February 28, 2025
Date

Assumptions and Limiting Conditions

ASSUMPTIONS AND LIMITING CONDITIONS

Limit of Liability

The liability of T.B. HARRIS, JR. & ASSOCIATES and employees is limited to the client only and to the fee actually received by our firm. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. Further, client will forever indemnify and hold T.B. HARRIS, JR. & ASSOCIATES, its officers, and employees harmless from any claims by third parties related in any way to the appraisal or study which is the subject of the report. Third parties shall include limited partners of client if client is a partnership and stockholders of client if client is a corporation, and all lenders, tenants, past owners, successors, assigns, transferees, and spouses of client. T.B. HARRIS, JR. & ASSOCIATES will not be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally.

Copies, Distribution, Use of Report

Possession of this report or any copy of this report does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report remains the property of T.B. HARRIS, JR. & ASSOCIATES for the use of the client, the fee being for the analytical services only.

The bylaws and regulations of the Appraisal Institute require each member and candidate to control the use and distribution of each report signed by such member or candidate; except, however, the client may distribute copies of this report in its entirety to such third parties as he may select; however, selected portions of this report shall not be given to third parties without the prior written consent of the signatories of this report. Neither all nor any part of this report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of T.B. HARRIS, JR. & ASSOCIATES.

Confidentiality

This report is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by T.B. HARRIS, JR. & ASSOCIATES whose signatures appear on the report. No change of any item in the report shall be made by anyone other than T.B. HARRIS, JR. & ASSOCIATES. T.B. HARRIS, JR. & ASSOCIATES shall have no responsibility if any such unauthorized change is made.

T.B. HARRIS, JR. & ASSOCIATES may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

Trade Secrets

This report was obtained from T.B. HARRIS, JR. & ASSOCIATES and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4) of the Uniform Commercial Code. T.B. HARRIS, JR. & ASSOCIATES shall be notified of any request to reproduce this report in whole or in part.

Information Used

No responsibility is assumed for accuracy of information furnished by or work of others, the client, his designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds for the subject property.

Financial Information

Our value opinion(s) have been based on unaudited financials, and other data provided to us by management and/or owners. If these reports are found to be inaccurate, we reserve the right to revise our value opinion(s). It is noted we are depending on these accounting statements as being accurate and our interpretation of these statements as being accurate as well. If these assumptions later prove to be false, we reserve the right to amend our opinions of value.

Testimony, Consultation, Completion of Contract for Report Services

The contract for report, consultation, or analytical service is fulfilled and the total fee payable upon completion of the report, unless otherwise specified. T.B. HARRIS, JR. & ASSOCIATES or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the report, in full or in part, nor engage in post report consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of issuing party.

Exhibits

The illustrations and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photographs, if any, are included for the same purpose as of the date of the photographs. Site plans are not surveys unless so designated.

Legal, Engineering, Financial, Structural or Mechanical Nature, Hidden Components, Soil

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and marketable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report. The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by T.B. HARRIS, JR. & ASSOCIATES.

T.B. HARRIS, JR. & ASSOCIATES has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil, or hidden structural, mechanical or other components, and T.B. HARRIS, JR. & ASSOCIATES shall not be responsible for defects in the property which may be related.

The report is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil or structures or toxic materials which would render it more or less valuable. No

responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilation, electrical, and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. We are not experts in this area, and it is recommended, if appropriate, the client obtain an inspection of this equipment by a qualified professional.

If T.B. HARRIS, JR. & ASSOCIATES has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

T.B. HARRIS, JR. & ASSOCIATES assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for The Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

Legality of Use

The report is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building and use regulations, and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or may be obtained or renewed for any use considered in the value estimate.

Component Values

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.

Auxiliary and Related Studies

No environmental or impact studies, special market study or analysis, highest and best use analysis, study or feasibility study has been required or made unless otherwise specified in an agreement for services or in the report.

Dollar Values, Purchasing Power

The market value estimated and the costs used are as of the date of the estimate of value, unless otherwise indicated. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

Inclusions

Furnishings and equipment or personal property or business operations, except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate, unless otherwise stated. In some property types, business and real estate interests and values are combined.

Proposed Improvements, Conditional Value

Improvements proposed, if any, onsite or offsite, as well as any repairs required, are considered for purposes of this report to be completed in a timely, good and workmanlike manner, according to information submitted and/or considered by T.B. HARRIS, JR. & ASSOCIATES. In cases of proposed construction, the report is subject to change upon inspection of property after construction is completed.

Value Change, Dynamic Market, Influences, Alteration of Estimate

The estimated value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of reports involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and T.B. HARRIS, JR. & ASSOCIATES' interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; thus, they are subject to change as the market and value is naturally dynamic.

The "estimate of market value" in the report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

Report and Value Estimate

Report and value estimate are subject to change if physical or legal entity or financing differ from that envisioned in this report.

Management of the Property

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management.

Hazardous Materials

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did T.B. HARRIS, JR. & ASSOCIATES become aware of such during their inspection. T.B. HARRIS, JR. & ASSOCIATES had no knowledge of the existence of such materials on or in the property unless otherwise stated. T.B. HARRIS, JR. & ASSOCIATES, however, is not qualified to test such substances or conditions. If the presence of such substances such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimate is predicated on the assumption that there is no such condition on or in the property or in the proximity that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

Soil and Subsoil Conditions

Unless otherwise stated in this report, T.B. HARRIS, JR. & ASSOCIATES does not warrant the soil or subsoil conditions for toxic or hazardous waste materials. Where any suspected materials

might be present, we have indicated in the report; however, T.B. HARRIS, JR. & ASSOCIATES are not experts in this field and recommend appropriate engineering studies to monitor the presence or absence of these materials.

Americans with Disabilities Act (ADA)

“T.B. HARRIS, JR. & ASSOCIATES has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA), which became effective January 26, 1992. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since T.B. HARRIS, JR. & ASSOCIATES has no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.”

Qualifications

QUALIFICATIONS

Michael P. Berkowitz
T.B. Harris, Jr. & Associates
1125 E. Morehead Street, Ste. 202
Charlotte, North Carolina 28204
(704) 334-4686

EDUCATION AND CREDENTIALS

- **Duke University**
Major: Economics 1985-1989
- **Central Piedmont Community College**
 - R-1 - Introduction to Real Estate Appraisal 2002
 - R-2 - Valuation Principles and Procedures, 2002
 - R-3 - Applied Residential Property Valuation, 2002
 - G-1 - Introduction to Income Property Appraisal, 2003
- **Bob Ipock and Associates**
 - G-2 - Advanced Income Capitalization Procedures, 2003
 - G-3 - Applied Property Income Valuation 2004
- **Appraisal Institute**
 - 520 Highest and Best Use and Market Analysis, 2004
 - Seminar Rates, Multipliers and Ratios 2005
 - 530 Advanced Sales Comparison and Cost Approaches 2006
 - Seminar Apartment Appraisal, Concepts & Applications 2009
 - Seminar Appraising Distresses Commercial Real Estate 2009
 - Seminar Appraising Convenience Stores 2011
 - Seminar Analyzing Operating Expenses 2011
 - Seminar Argus Certification 2013
 - 501 Advanced Income Capitalization Approach 2014
 - 502 Quantitative Analysis 2015
 - PS-006RB Appraisal of Local Retail Properties 2016
- **McKissock Learning Center**
 - Seminar Basic Hotel Appraising 2019
 - Seminar Basics of Expert Testimony 2019
 - Seminar Advanced Hotel Appraising 2019

AFFILIATIONS AND ACTIVITIES

- **Association Memberships**

North Carolina State Certified General Real Estate Appraiser, October 2006, Certificate No. A6169



RELATED EXPERIENCE

- Provided real estate consulting services for a variety of clients including real estate brokers, property owners and financial planners
- Performed financial feasibility studies for multiple property types including golf communities, and renovation projects.
- Developed plan for self-contained communities.
- Represented property owners, tenants and local governments for property tax appeals including but not necessarily limited to race tracks, high-tech manufacturing facilities and complex income producing properties.

APPRAISAL EXPERIENCE

A partial list of types of properties appraised include:
Retail Properties, Single and Multi-Tenant, Proposed and Existing
Office Single and Multi-Tenant Proposed and Existing
Mixed-Use Properties, Proposed and Existing
Industrial Properties, Warehouse, Flex and Manufacturing
Multifamily developments existing and proposed
Medical office space
Vacant Land
Condemnation
C-Stores
Race Tracks

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South State Bank

First Citizens Bank
RBC Centura Bank
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City of Concord
Union County
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Sun Trust Bank
First Charter Bank
Regions Bank
Charlotte Housing Authority
Alliance Bank and Trust
Broadway Bank
Duke Energy Corporation
Jim R. Funderburk, PLLC
Hamilton, Fay, Moon, Stephens, Steele & Martin
Senator Marshall A. Rauch
Perry, Bundy, Plyler & Long, LLP
Robinson, Bradshaw & Hinson
CSX Real Property
Baucom, Clayton, Burton, Morgan & Wood, PA
City of Mount Holly
Our Towns Habitat for Humanity
Parker, Poe, Adams & Bernstein, LLP
Central Carolina Bank
Horack, Talley, Pharr & Lowndes, P.A.
Hospice of Iredell County
New Dominion Bank
Peoples Bank
CLI Capital
Horizon Development Properties
Hazelhurst & Blake, PLLC
Grier, Furr & Crisp
Nexsen Pruet, PLLC
Blue Harbor Bank
Southern Community Bank and Trust



Real Property Appraisers and Consultants
1125 E. Morehead Street, Suite 202, Charlotte, North Carolina 28204
704-334-4686 www.tbharrisjr.com

EXHIBIT 3

Public Necessity Statement – Lewis McSwain (CPCC Director of Fire and Emergency Services)

The Insurance Services Office (ISO) is responsible for rating fire departments on their ability to provide sound fire protection for the fire districts they serve. The ISO uses a rating system that has a point value for each required component. Ratings are based on Class 1 to Class 10 with a Class 1 Department being considered excellent.

ISO Scores are used to determine fire insurance rates in the associated fire protection district. The lower the Class such as a Class 1 would have the best Insurance Rates. The median score is five for all departments that are rated by ISO. Urban areas tend to have better ISO scores for various reasons including staffing, station proximity and secure funding.

Major components of scoring include a water supply network with adequate coverage, more training for each member above the required 36 hours and thorough Pre-Planning. In the state of North Carolina, the ISO scoring is handled by the NC State Fire Marshal's Office.

The individual fire department can earn a maximum of 50 points for the entire score. These points come from adequate distribution of Engines and Ladders at each fire station. In addition to development, call load and response times determine the placement of additional apparatus or fire stations. This is a significant factor in scoring. Annually, all fire apparatus is required to have the fire pumps tested and aerial ladders tested to make sure apparatus is operational and safe. Along with Station/Apparatus placement the following are considered in the scoring matrix:

- The type and extent of training provided to fire company personnel.
- Number of personnel that participate in the training.
- The number of firefighters that physically respond to emergency calls.
- As stated above, testing of fire department equipment.

Training hours for each firefighter is something that is within our control. Training personnel is a vital component for any fire department. We accomplish training in a variety of ways. Individual fire companies have training daily during the tour of duty. Maintaining certifications requires a set number of hours to maintain various qualifications including fire officer, driver/operator, hazardous materials and initial recruit or new hire requirements. Pre-Fire Planning is a key point of training related to Building Construction and Fire Behavior. Training provides for 50 possible points which equals 9 points in the overall ISO Grading Matrix. These points are the easiest way for a fire department to increase their score and receive a lower Class Rating.

EXHIBIT 3

Public Necessity Statement – Lewis McSwain (CPCC Director of Fire and Emergency Services)

The ISO evaluates fire training facilities and places a high priority on Live Fire Training.

The ISO has six specific areas for training annually. These include the following:

1. Firefighter Training which includes “Live Fire” training where firefighters should practice using “Live Fire” conditions annually.
2. Driver/Operator training provides exercises for the Fire Apparatus Operator. These exercises include safe operation of the truck, operating the fire pump and understanding the capabilities of the truck.
3. Officer Training is required for personnel that are the rank of Lieutenant and above and for those acting in a Supervisory Capacity. Officers are required to complete 12 hours annually. This includes but is not limited to: Incident Command, fire company operation, building construction, fire behavior and Strategy and Tactics.
4. Hazardous Materials training annually requires six hours for each firefighter. This training includes how to deal with Chemical Spills, response to McGuire Nuclear Facility and responses as simple as a gasoline spill at the QT.
5. Recruit or New Hire Training requires 240 hours of initial firefighter training before anyone can ride a piece of fire apparatus and respond to emergencies. Currently this training occurs as far away as Gaston College.
6. Facilities Training requires 18 hours for each firefighter. These hours can only be obtained at an approved Fire Training Facility. These types of facilities have specific requirements to become approved. These requirements are as follows:
 - a) A Drill Tower to conduct ladder training, mid-rise firefighting exercises and rope rescue.
 - b) A Live Fire Training Structure to conduct “Live Fire” scenarios.
 - c) The Training area requirements are at least two acres. This area provides adequate room for fire apparatus to drive, to conduct fire pump operations and space to conduct hazardous materials drills.

The Public Necessity and Benefits of ISO Certified Training Facilities to local Fire Departments and the community include:

1. Provide training for future firefighters.
2. Provide the best trained firefighters to serve Mecklenburg County.
3. Provide proximate, and accessible, training to the communities that active firefighting personnel serve.

EXHIBIT 3

Public Necessity Statement – Lewis McSwain (CPCC Director of Fire and Emergency Services)

In conclusion Huntersville, Davidson and Corneilius Fire Departments are required to drive 30 minutes to an hour to conduct hands-on training at an Approved Training Facility. To conduct this training, it costs additional taxpayer dollars to back fill fire stations while the personnel and apparatus are gone out of their area. There is additional cost for wear and tear on the apparatus and the apparatus that was purchased to provide fire protection is not available in the fire protection districts in the event of an emergency.

This training facility would solve a lot of issues. It reduces cost to the Fire Departments and Towns by providing facilities in proximity to or within their district. This facility would keep personnel that are most familiar with the areas in the area and fire apparatus purchased for providing fire protection close. The fuel savings alone would be significant. These are key reasons that this “Approved Training Facility is desperately needed in North Mecklenburg.

EXHIBIT #4



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: Central Piedmont Community College

Project Name: Merancas Fire Training Facility

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

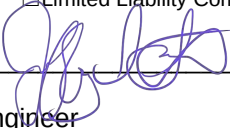
Project Description (including square footage for each proposed land use):

Fire Training Facility with 11,000 sf classroom, 8,700 sf fire training tower, 7,690 sf burn building, 3100 sf of training
props and 6000 sf training pad and related drives. Anticipated occupancy of facility is 50 students and training staff.

Applicant

Printed Name Jeffrey I. Smith, PE Phone 704-907-2214

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: Engineering Consultant

Signature 

Title Civil Engineer Email smith.jeff@tandh.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 8/14/24

Daily Trips Anticipated 73

Peak Hour Trips Anticipated AM 7 PM 7

TIA Required (Yes/No) No

Date of Determination: 8/26/24

Comments: Determination based on a 50 student and 5 staff fire training facility.



CENTRAL PIEDMONT COMMUNITY COLLEGE

SPECIAL USE PLAN SET OF CPCC - MERANCAS FIRE TRAINING FACILITY PLAN TYPE : CONCEPTUAL COMMERCIAL PLAN REZONING-CI : 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-500040
J-30881.0001

MARCH 4, 2025

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 & UTILITY PLAN
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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

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CHARLOTTE, NORTH CAROLINA 28204
704-377-8800



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Charlotte, NC 28203

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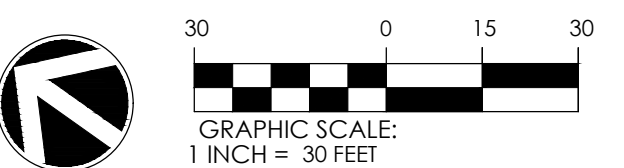
SUBMITTAL

10/01/2024

REZONING
PLAN

REVISIONS

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2	01/14/2025	RESUBMITTAL NO. 2
3	03/04/2025	RESUBMITTAL NO. 3



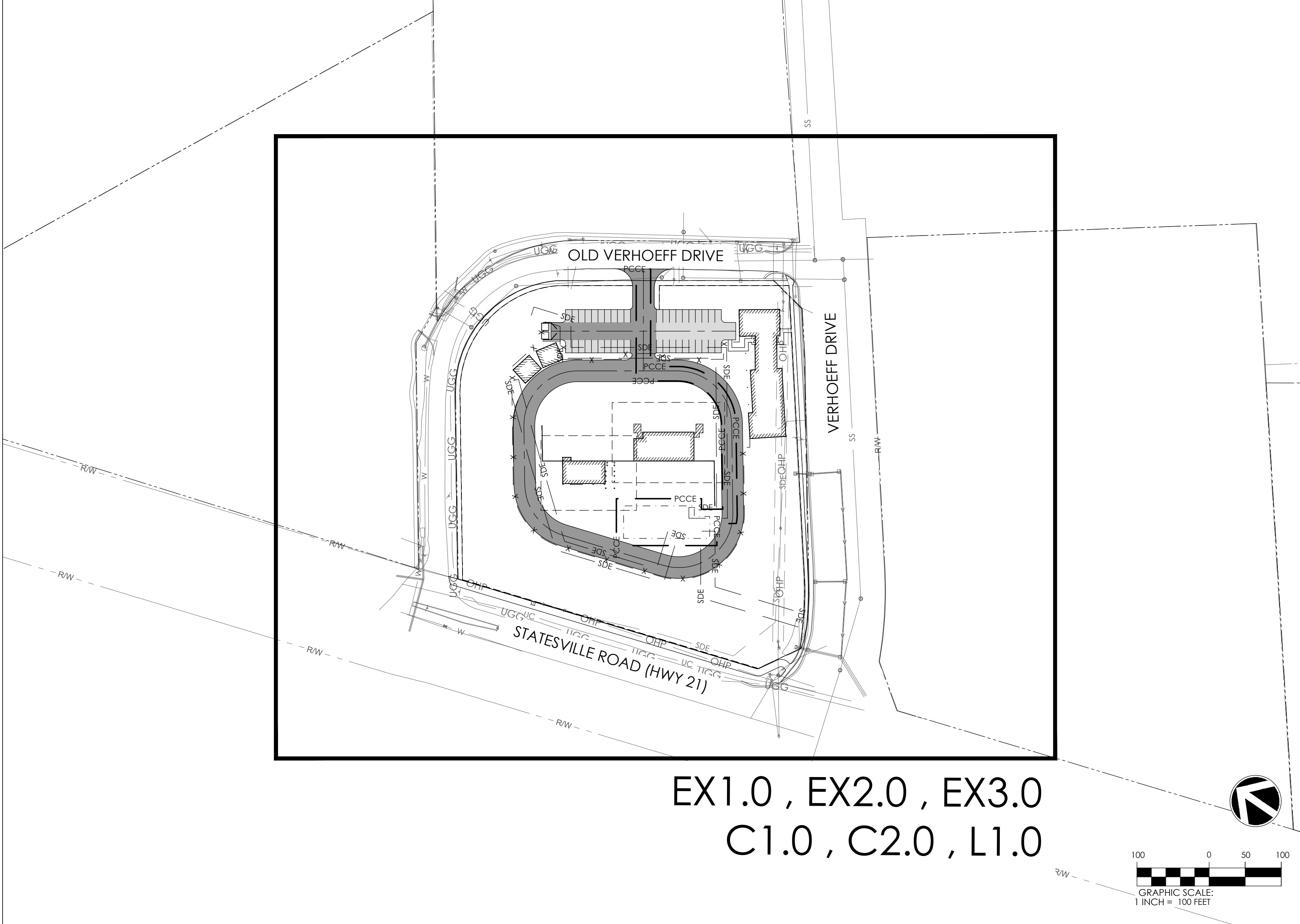
SHEET

COVER SHEET

C0

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DRAW AE
REVIEW NH

CN 10179



SHEET INDEX

GENERAL NOTES:

1. MINOR CHANGES TO THE THE SITE PLAN ARE PERMITTED PER TOWN OF HUNTERSVILLE ORDINANCE PENDING STAFF APPROVAL.
2. SITE LIGHTING WILL MEET ORDINANCE.
3. ALL UTILITY EQUIPMENT AND TRASH DUMPSTER/COMPACTORS WILL BE SCREENED PER ORDINANCE.
4. STORMWATER SYSTEMS WILL BE DESIGNED TO MEET TOWN OF HUNTERSVILLE STANDARDS.
5. POTABLE WATER AND FIRE SERVICE WILL BE PROVIDED BY CHARLOTTE WATER.
6. WASTEWATER WILL BE DISCHARGED TO CHARLOTTE WATER.
7. ALL RETAINING WALLS REQUIRING SPECIAL INSPECTIONS (>5' IN HEIGHT) SHALL MEET THE REQUIREMENTS OF THE MCSBC CHAPTER 17 - SPECIAL INSPECTIONS AS DETAILED PER THE MECKLENBURG COUNTY CODE ENFORCEMENT SPECIAL INSPECTIONS PROCESS. ADDITIONALLY, COPIES OF THE RETAINING WALL PLANS SHALL BE SUBMITTED TO THE HUNTERSVILLE ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL. THE TOWN OF HUNTERSVILLE SHALL BE COPIED ON ALL STATEMENTS OF SPECIAL INSPECTIONS, SPECIAL INSPECTION FINAL REPORTS, AND DESIGN PRINCIPAL IN RESPONSIBLE CHARGE (DPIRC) LETTERS.
8. RELOCATION OF OVERHEAD POWER LINES TO BE COORDINATED WITH UTILITY COMPANIES.

MODIFICATION REQUEST:

1. EASTERN BUFFER (40' MINIMUM) SHALL BE PLANTED WITH ENHANCED DENSITY OF EVERGREENS AS FOLLOWS: 5 LARGE MATURING TREES (75%) EVERGREEN, 2 SMALL MATURING TREES (8' HEIGHT, 100% EVERGREEN) AND 10 SHRUBS (100% EVERGREEN) PER 1000 SF OF BUFFER.
2. REDUCE EXISTING 80' WIDE NORTHERN BUFFER TO 32'-76' TO ACCOMMODATE REQUIRED PARKING. PROVIDE NEW BUFFER PLANTED WITH ENHANCED DENSITY OF EVERGREENS AS FOLLOWS: 5 LARGE MATURING TREES (75%) EVERGREEN, 2 SMALL MATURING TREES (8' HEIGHT, 100% EVERGREEN) AND 10 SHRUBS (100% EVERGREEN) PER 1000 SF OF BUFFER.
3. REDUCE EXISTING 80' WIDE WESTERN BUFFER TO 73' TO ACCOMMODATE NEW SIDEWALK.

CONDITIONS:

1. THE FACILITY WILL FOLLOW MECKLENBURG COUNTY AIR QUALITY STANDARDS AS DEFINED BY THE EPA'S "AIR QUALITY INDEX" FOR CLASS A BURNS DURING OZONE ACTION DAYS.

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

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PLAN

REVISIONS

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2	01/14/2025	RESUBMITTAL NO. 2
3	03/04/2025	RESUBMITTAL NO. 3

SHEET

GENERAL NOTES & INDEX

G0

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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

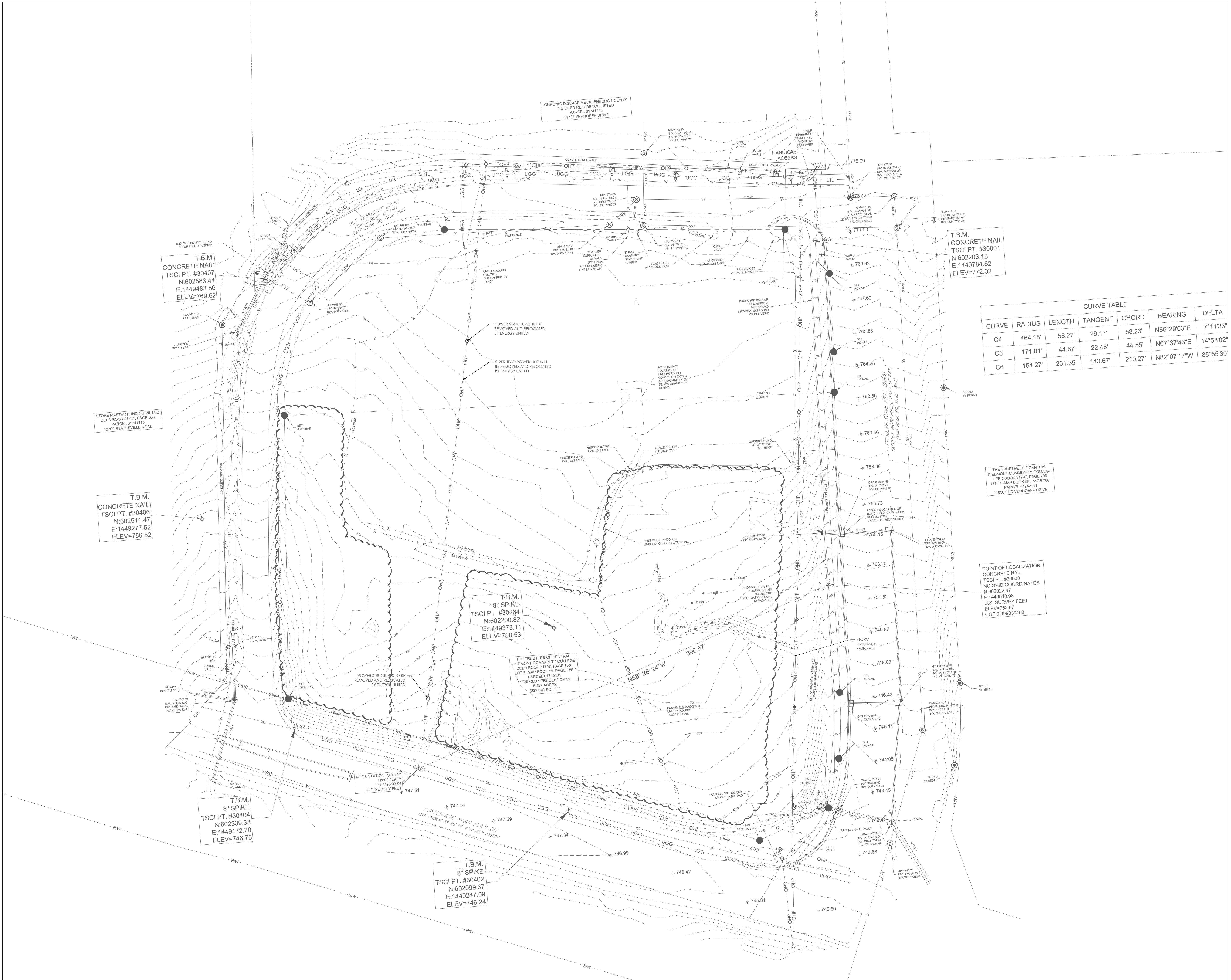
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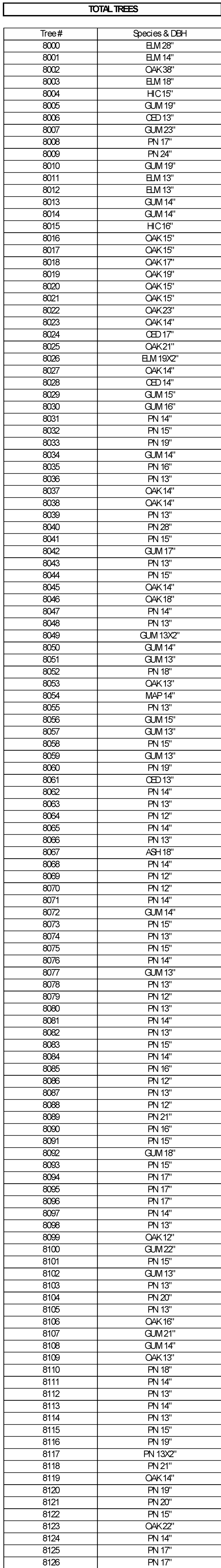
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EX1.0

CN 10179





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TREES TO BE REMOVED		
Tree #	Species & DBH	
8002	OAK 38"	
8003	ELM 18"	
8008	PN 17"	
8009	PN 24"	
8015	HC 16"	
8016	OAK 15"	
8029	GLJM 15"	
8030	GLJM 16"	
8031	PN 14"	
8032	PN 15"	
8033	PN 19"	
8034	GLJM 14"	
8035	PN 16"	
8040	PN 28"	
8041	PN 15"	
8042	GLJM 17"	
8043	PN 13"	
8044	PN 15"	
8054	MAP 14"	
8055	PN 13"	
8056	GLJM 15"	
8057	GLJM 13"	
8058	GLJM 15"	
8059	GLJM 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	GLJM 14"	
8073	PN 15"	
8074	PN 13"	
8075	PN 15"	
8076	PN 14"	
8077	GLJM 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	GLJM 18"	
8093	PN 15"	
8094	PN 17"	
8095	PN 17"	
8096	PN 17"	
8097	PN 14"	
8098	PN 13"	
8099	OAK 12"	
8100	GLJM 22"	
8101	PN 15"	
8102	GLJM 13"	
8103	PN 13"	
8104	PN 20"	
8105	PN 13"	
8106	OAK 16"	
8107	GLJM 21"	
8108	GLJM 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"	

TOTAL TREES		
Tree #	Species & DBH	
8000	ELM 28"	
8001	ELM 14"	
8002	OAK 38"	
8003	ELM 18"	
8004	HC 16"	
8005	GLJM 19"	
8006	CED 13"	
8007	GLJM 23"	
8008	PN 17"	
8009	PN 24"	
8010	GLJM 19"	
8011	ELM 13"	
8012	ELM 13"	
8013	GLJM 14"	
8014	GLJM 14"	
8015	HC 16"	
8016	OAK 15"	
8017	OAK 15"	
8018	OAK 17"	
8019	OAK 19"	
8020	OAK 15"	
8021	OAK 15"	
8022	OAK 23"	
8023	OAK 14"	
8024	CED 17"	
8025	OAK 21"	
8026	ELM 19X2"	
8027	OAK 14"	
8028	CED 14"	
8029	GLJM 15"	
8030	GLJM 16"	
8031	PN 14"	
8032	PN 15"	
8033	PN 19"	
8034	GLJM 14"	
8035	PN 16"	
8036	PN 13"	
8037	OAK 14"	
8038	OAK 14"	
8039	PN 13"	
8040	PN 28"	
8041	PN 15"	
8042	GLJM 17"	

Central Piedmont Community College

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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1020 Euclid Avenue
Charlotte, NC 28203

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10/01/2024

REZONING PLAN

REVISIONS

NO.	DATE	DESCRIPTION
1	10/01/2024	RESUBMITTAL NO. 1
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SHEET

TREE SAVE PLAN & DEMO PLAN

EX3.0

DESIGN

AE

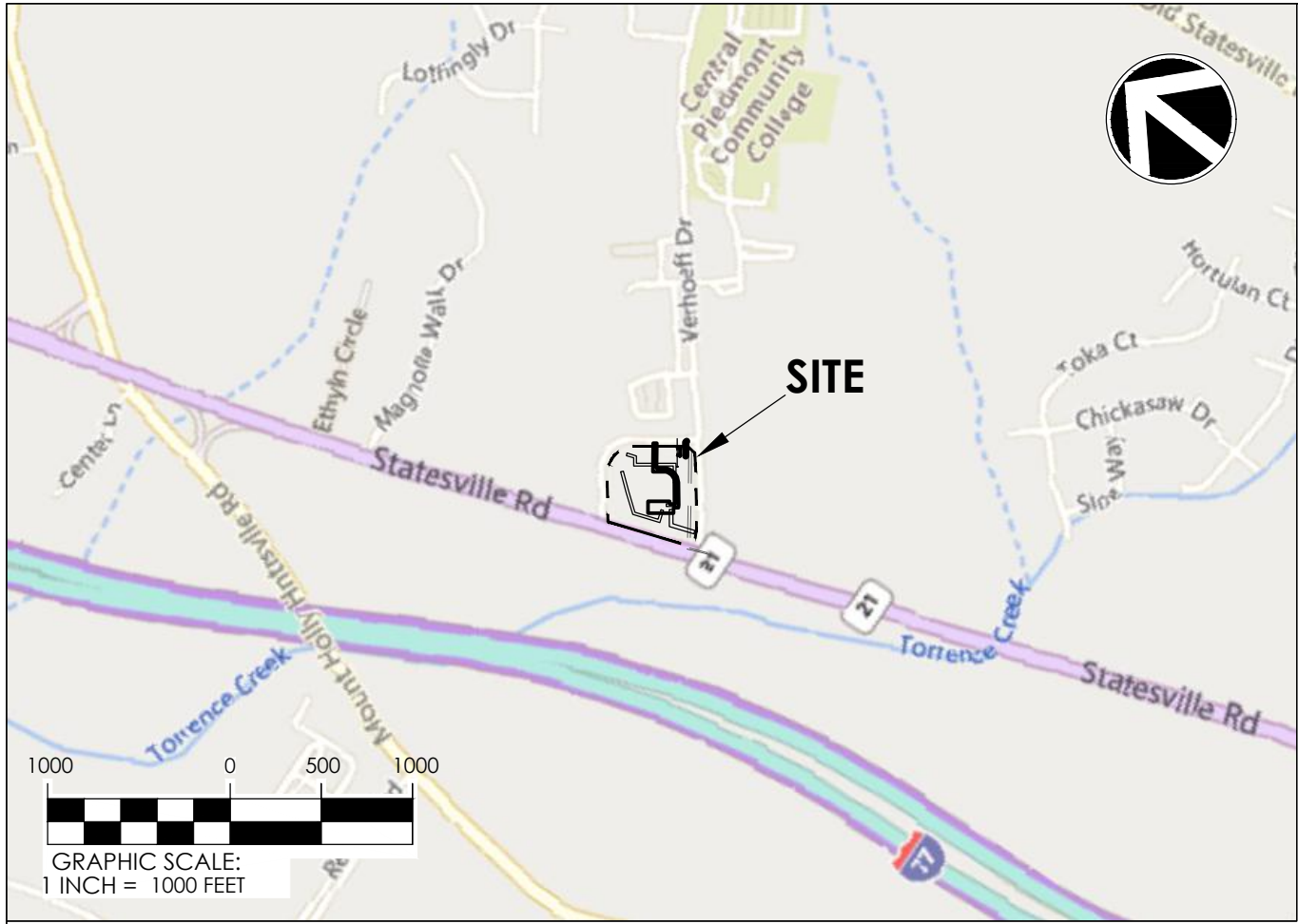
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REVIEW

NH

CN 10179



STORE MASTER FUNDING VII LLC
DEED BOOK 31621, PAGE 838
PARCEL 01741115
12700 STATESVILLE ROAD

MODIFICATION REQUEST:
REDUCE EXISTING 80' BUFFER REQUIREMENT
TO 73' BUFFER

MODIFICATION REQUEST:

- EASTERN BUFFER (40' MINIMUM) SHALL BE PLANTED WITH ENHANCED DENSITY OF EVERGREENS AS FOLLOWS: 5 LARGE MATURING TREES (75%) EVERGREEN, 2 SMALL MATURING TREES (8' HEIGHT, 100% EVERGREEN) AND 10 SHRUBS (100% EVERGREEN) PER 1000 SF OF BUFFER.
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CHRONIC DISEASE MECKLENBURG COUNTY
NO DEED REFERENCE LISTED
PARCEL 01741115
11725 VERHOEFF DRIVE

SUMMARY: OWNER:

CENTRAL PIEDMONT COMMUNITY COLLEGE
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: ADDRESS:

017-204-01
11700 OLD VERHOEFF DRIVE
HUNTERSVILLE, NC 28078
31797, PG. 708

DEED BOOK AND PAGE:

CURRENT PROPERTY USE: PROPOSED USE: LOT TYPE: BUILDING TYPE: NUMBER OF STRUCTURES:

VACANT
VOCATIONAL AND TECHNICAL SCHOOL
URBAN WORKPLACE
URBAN WORKPLACE
5

CURRENT ZONING: PROPOSED ZONING: REGULATED WATERSHED DISTRICT:

NR/CI
SPECIAL PURPOSE CONDITIONAL DISTRICT
PA-2 MTN ISLAND LAKE

RIVER BASIN: STREAM CLASSIFICATION: WATERSHED: FEMA PANEL:

CATAWBA
WS-IV
MTN ISLAND LAKE WATERSHED PA-2
371046400K

TOTAL SITE ACREAGE: PROPOSED DISTURBED AREA:

± 5.23 A.C.
± 5.23 A.C.

EXISTING IMPERVIOUS AREA: PROPOSED IMPERVIOUS AREA: % IMPERVIOUS EXISTING: % IMPERVIOUS PROPOSED: % IMPERVIOUS ALLOWED:

± 0.00 A.C.
± 2.66 A.C.
100%
51%
70%

TOTAL PARKING PROVIDED:

40 SPACES

BUILD TO LINE:

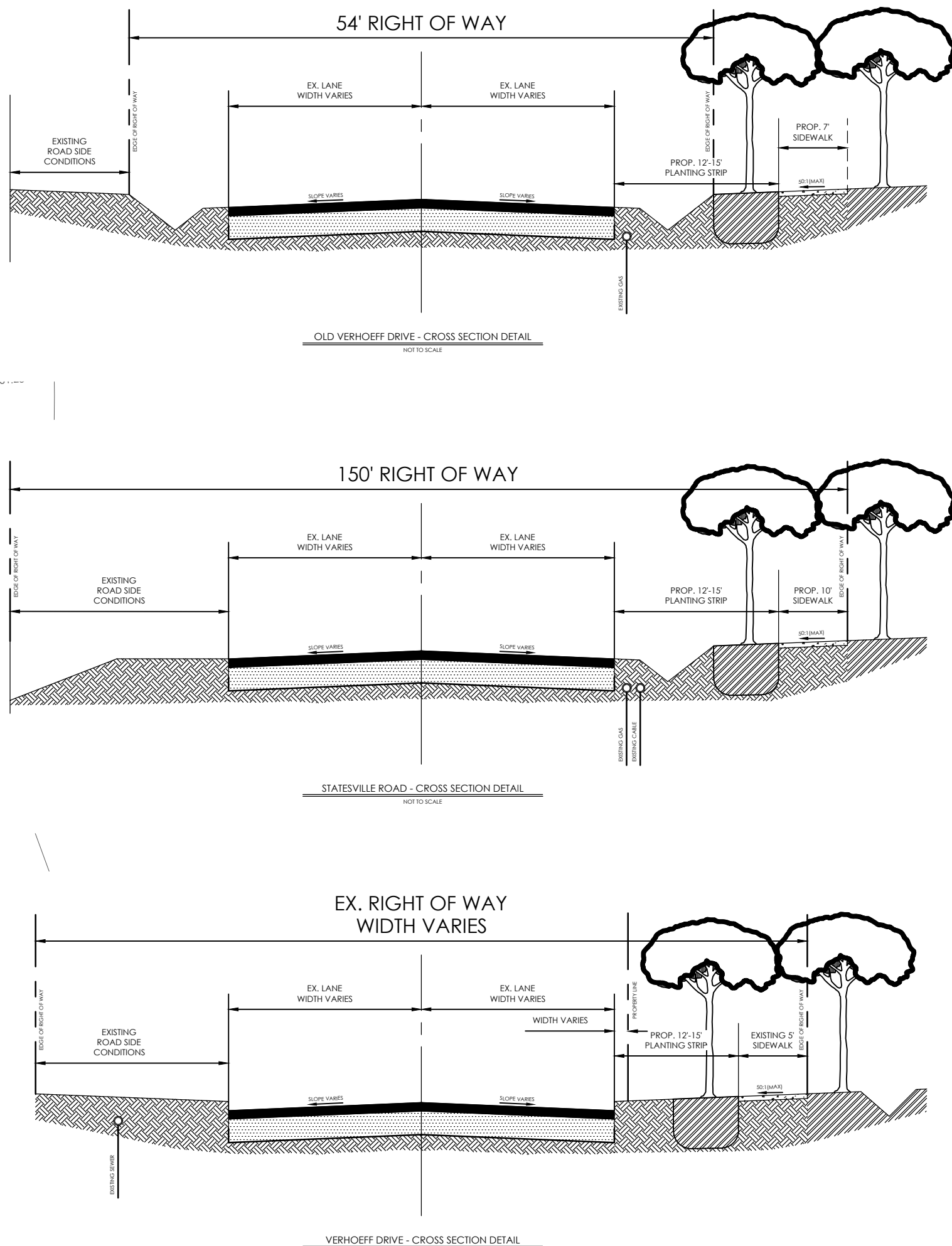
0 - 15' (15' PROVIDED)

BUFFER REQUIREMENTS: STREAM: WETLAND:

N/A
N/A

LEGEND:

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



Central Piedmont Community College

MERANCAS FIRE TRAINING FACILITY

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HUNTERSVILLE, NC
28078

DESIGNER



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SHEET

SITE & UTILITY PLAN

C1.0

DESIGN

AE

DRAWN

AE

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TRAINING FACILITY

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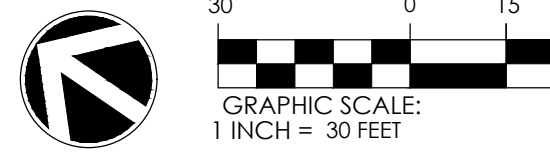
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10/01/2024

REZONING
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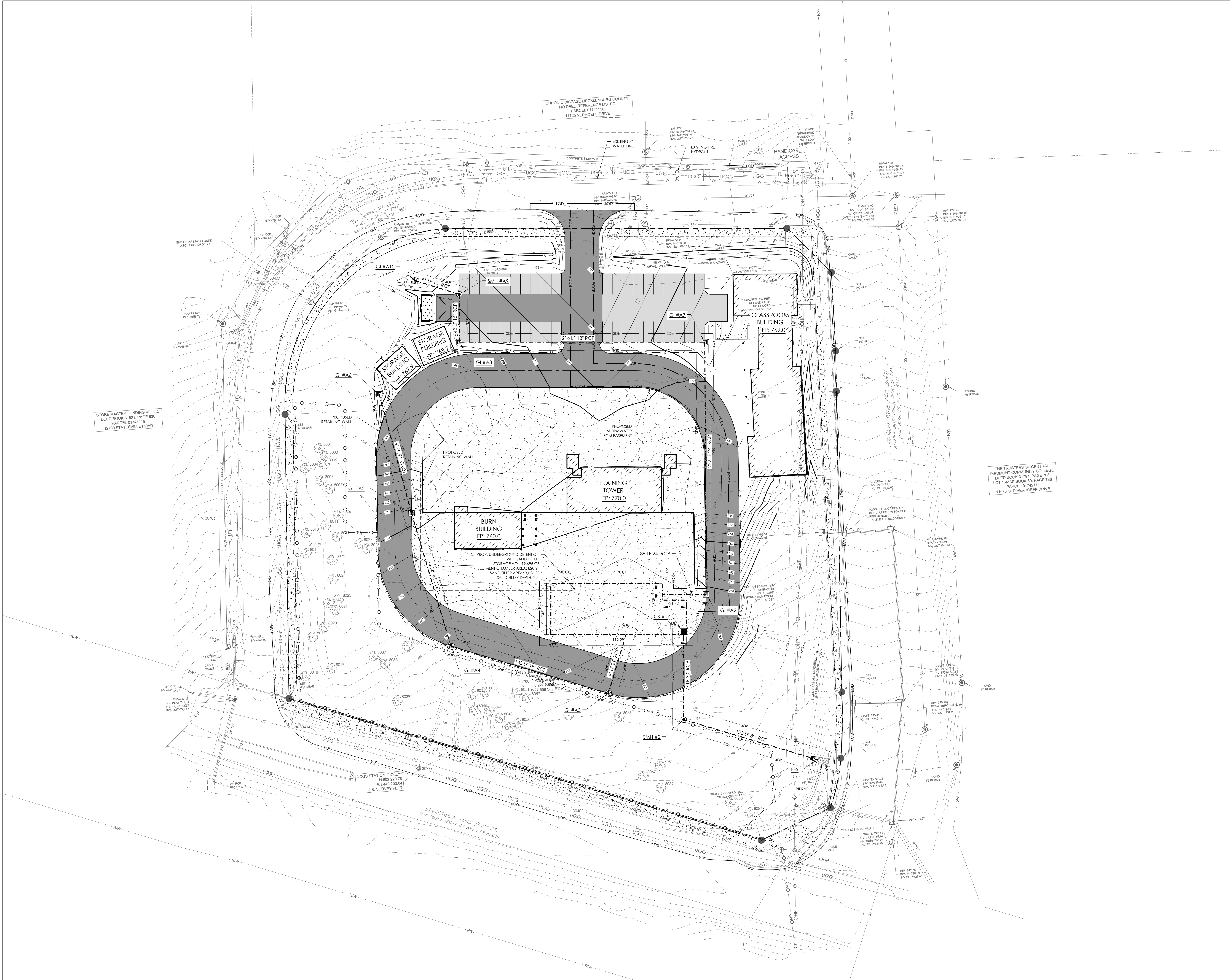
SHEET

PAVING, GRADING, &
DRAINAGE

C2.0

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REVIEW NH

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

PROFESSIONAL SEAL

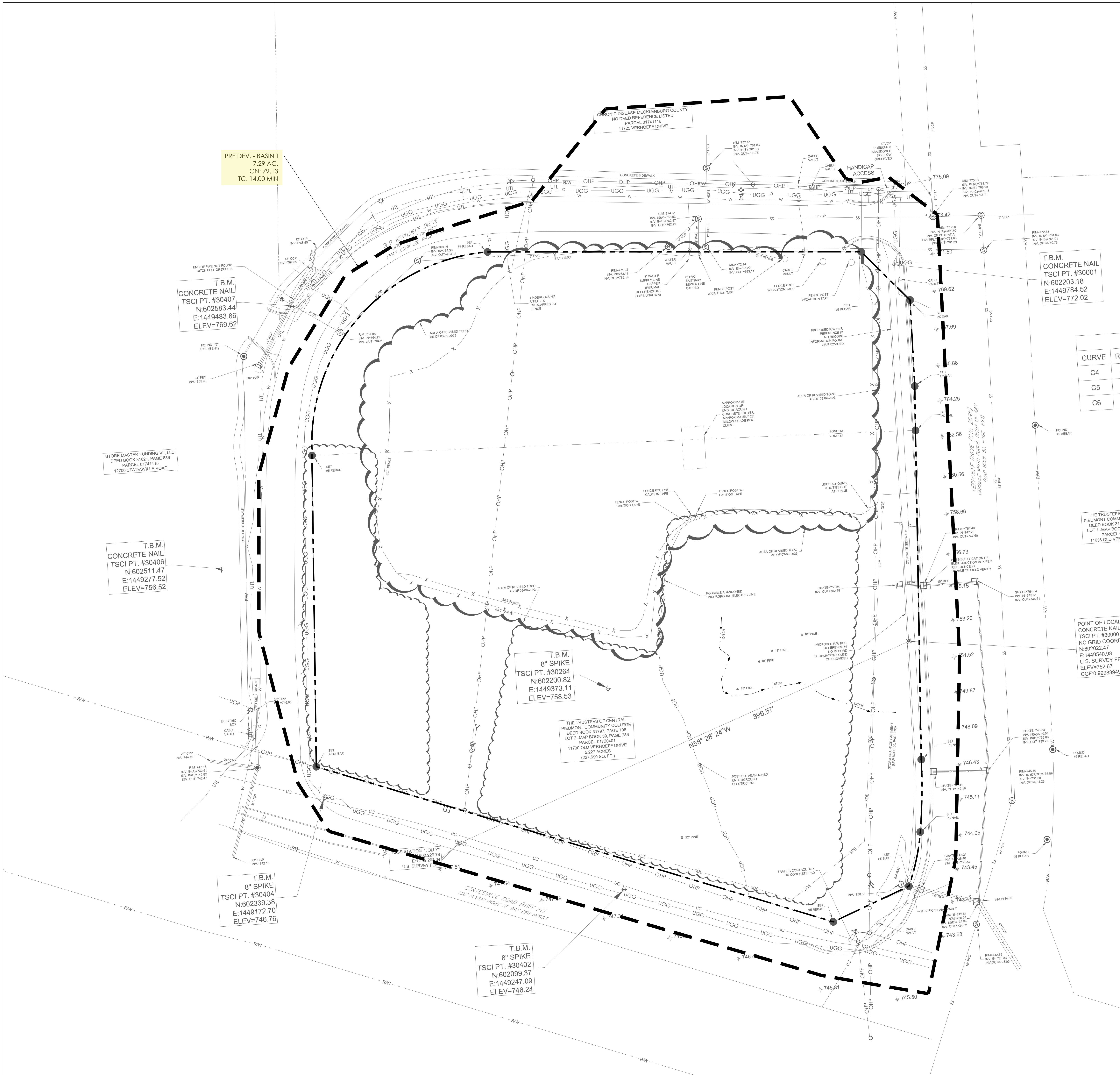
SUBMITTAL
01/2024

ENVISONS

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CN 10179



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

10/01/2024

REZONING
PLAN

REVISIONS

NO.	DATE	DESCRIPTION
1	10/01/2024	RESUBMITTAL NO. 1
2	01/14/2025	RESUBMITTAL NO. 2
3	03/04/2025	RESUBMITTAL NO. 3

SHEET

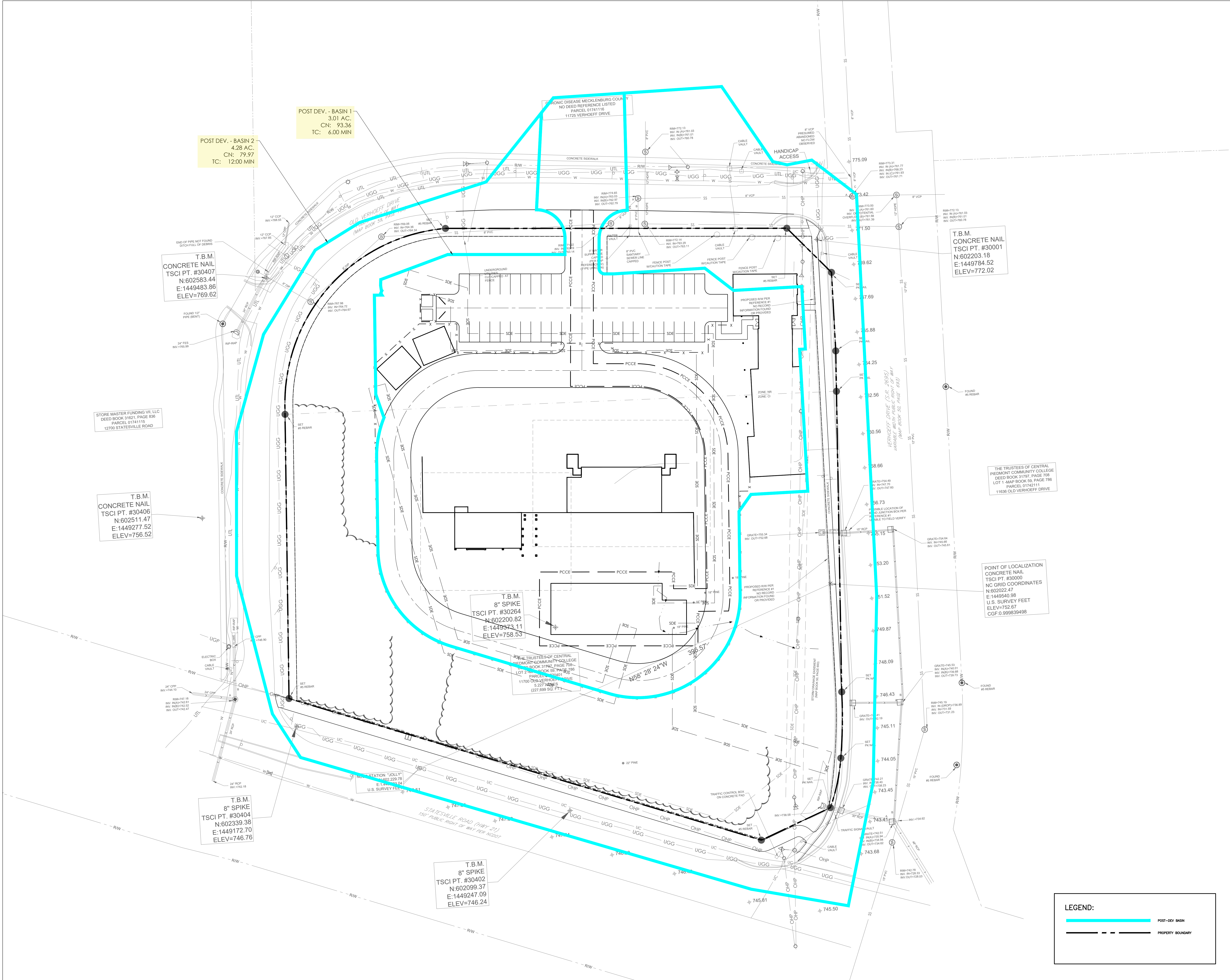
POST DEVELOPMENT
DRAINAGE AREAS

C3.1

DESIGN
DRAWN
REVIEW

AE
AE
NH

CN 10179



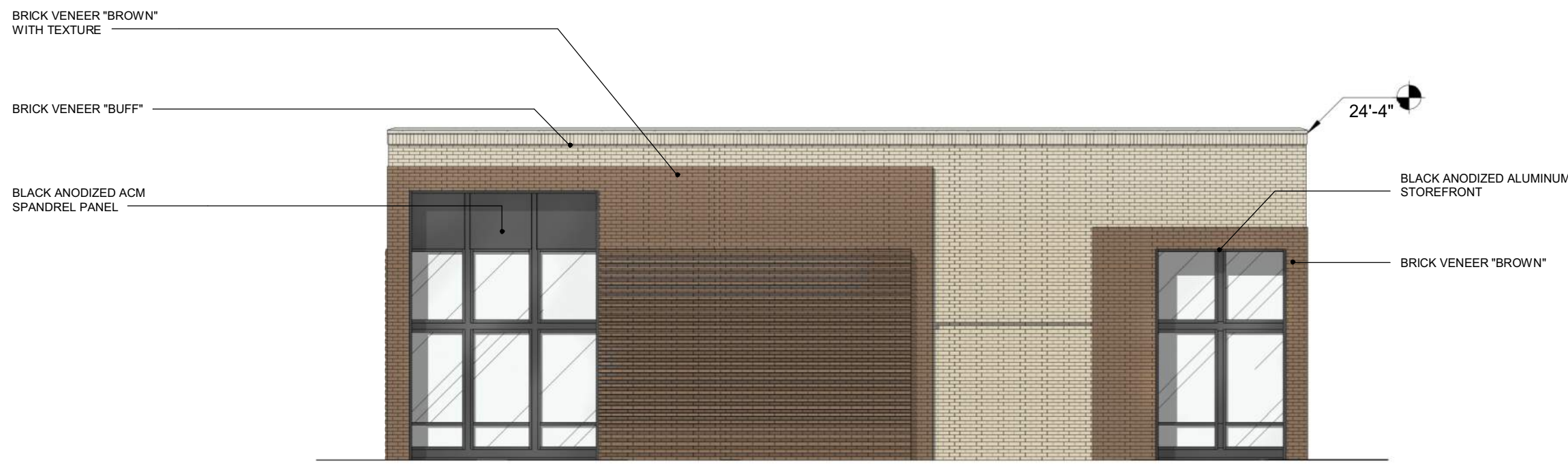


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3 COLORED FLOOR PLAN
SCALE: 1/8" = 1'-0"



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



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

Central Piedmont Community College

MERANCAS FIRE TRAINING FACILITY

11700 OLD VERHOEFF DR.
HUNTERVILLE, NC 28078

DESIGNER

CLARK NEXSEN

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704-377-8800

PROFESSIONAL SEAL

SUBMITTAL

10/01/2024

REZONING PLAN

REVISIONS

1	10/01/2024	Resubmittal No. 1
2	01/14/2025	Resubmittal No. 2
3	03/04/2025	Resubmittal No. 3

SHEET

CLASSROOM BUILDING PRELIMINARY ELEVATIONS

AE901

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

CN 10179

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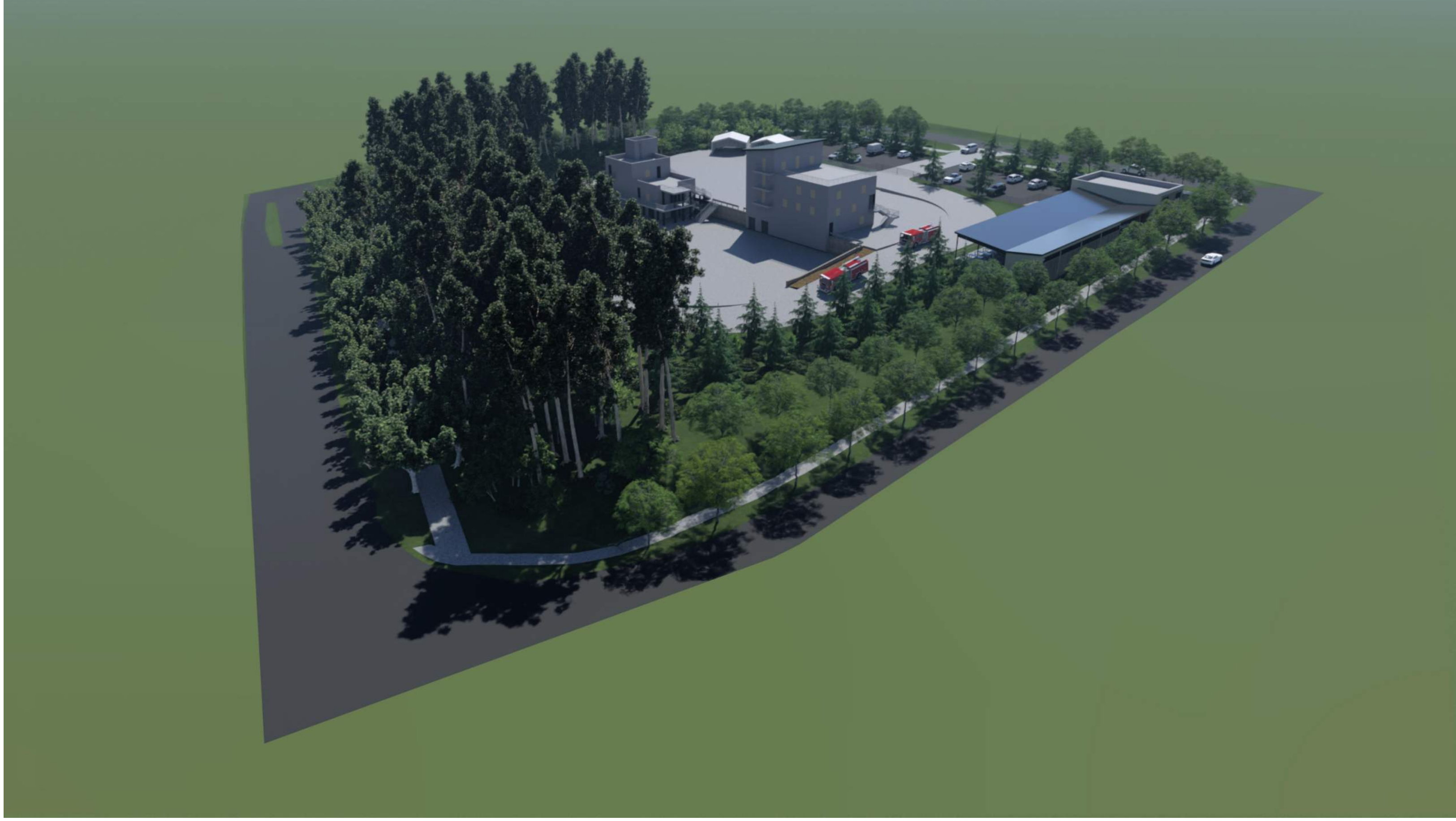
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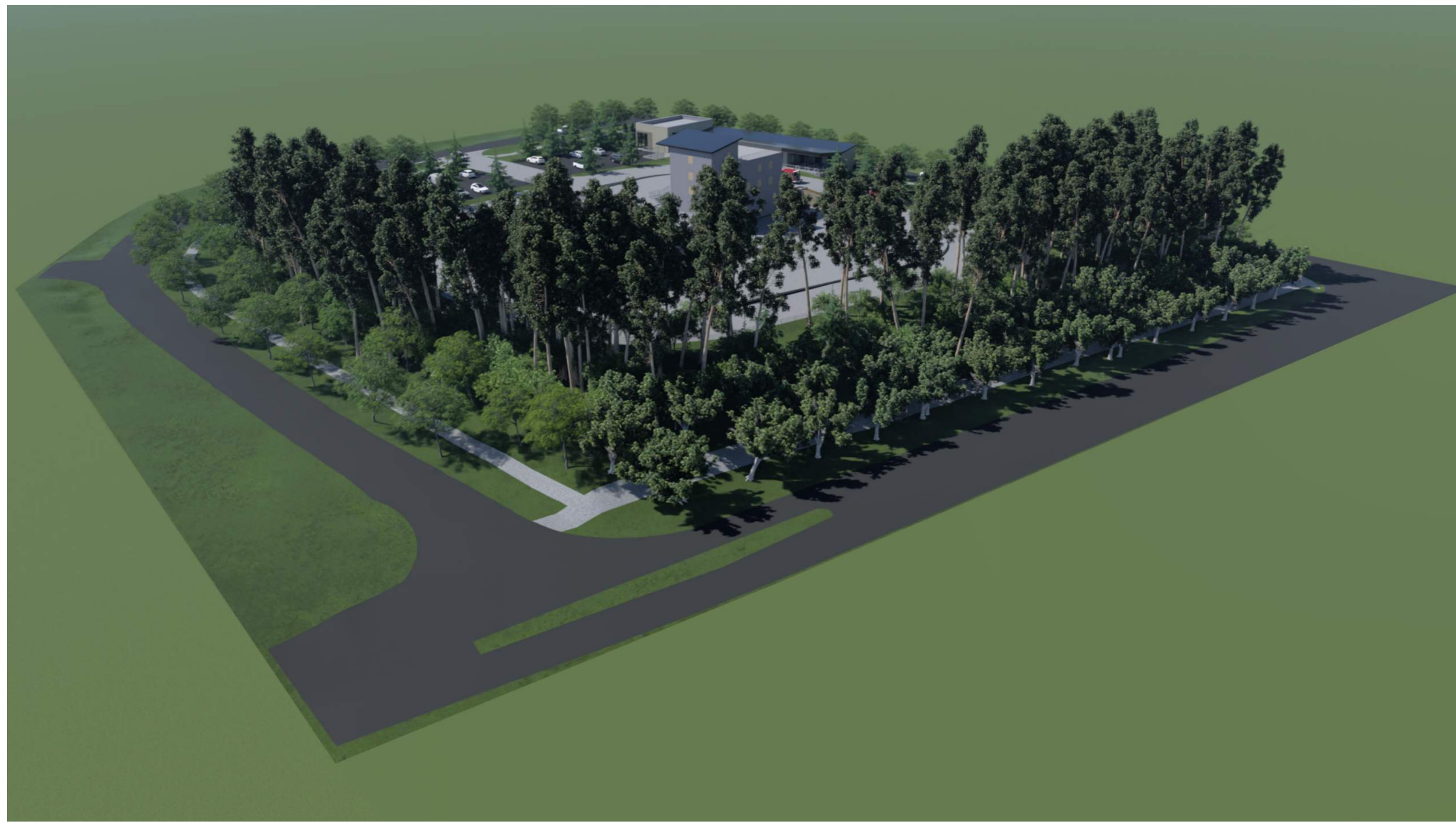
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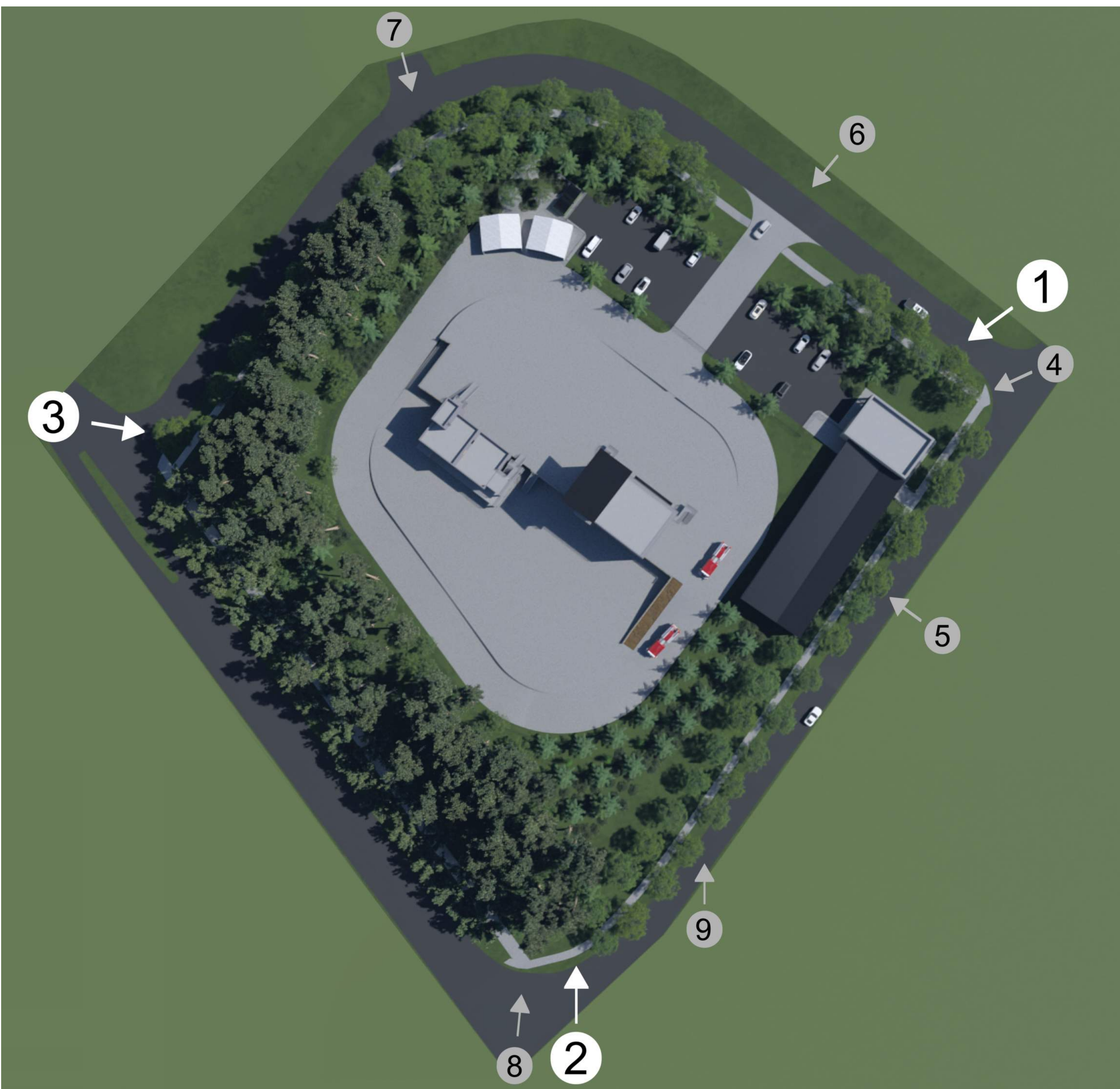
1 3D AXON - OLD VERHOEFF DRIVE AND VERHOEFF DRIVE



2 3D AXON - STATESVILLE ROAD AND VERHOEFF DRIVE



3 3D AXON - OLD VERHOEFF DRIVE AND STATESVILLE ROAD



Central Piedmont Community College

**MERANCAS FIRE
TRAINING FACILITY**

11700 OLD VERHOEFF DR.
HUNTERVILLE, NC 28078

DESIGNER

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PROFESSIONAL SEAL

SUBMITTAL

10/01/2024

REZONING PLAN

REVISIONS

1	10/01/2024	Resubmittal No. 1
2	01/14/2025	Resubmittal No. 2
3	03/04/2025	Resubmittal No. 3

SHEET

PRELIMINARY 3D VIEWS

AE902

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

CN 10179

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PERSPECTIVE VIEW - OLD VERHOEFF DRIVE AND VERHOEFF DRIVE



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PERSPECTIVE VIEW - CLASSROOM BUILDING AT VERHOEFF DRIVE



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PERSPECTIVE VIEW - CAMPUS ENTRANCE

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7

PERSPECTIVE VIEW - SITE VIEW FROM DAYCARE ENTRANCE



8

PERSPECTIVE VIEW - STATESVILLE ROAD AND VERHOEFF DRIVE



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PERSPECTIVE VIEW - NORTH ON VERHOEFF DRIVE

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PERSPECTIVE VIEW - ENTRANCE AT VERHOEFF DRIVE

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Central Piedmont Community College

MERANCAS FIRE
TRAINING FACILITY

11700 OLD VERHOEFF DR.
HUNTERVILLE, NC 28078

DESIGNER

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704-377-8800

PROFESSIONAL SEAL

SUBMITTAL

10/01/2024

REZONING PLAN

REVISIONS

1	10/01/2024	Resubmittal No. 1
2	01/14/2025	Resubmittal No. 2
3	03/04/2025	Resubmittal No. 3

SHEET

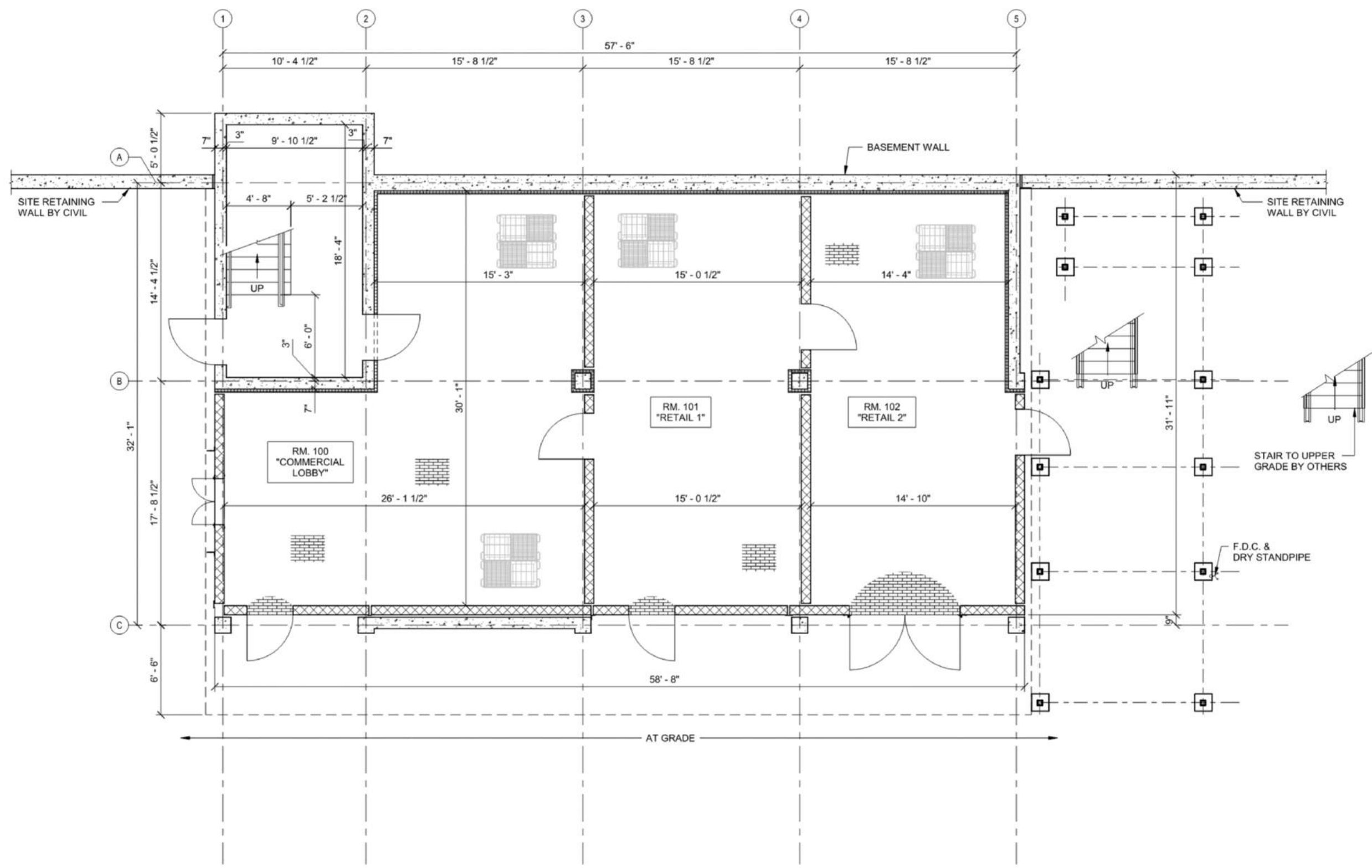
PRELIMINARY 3D VIEWS

AE903

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

CN 10179

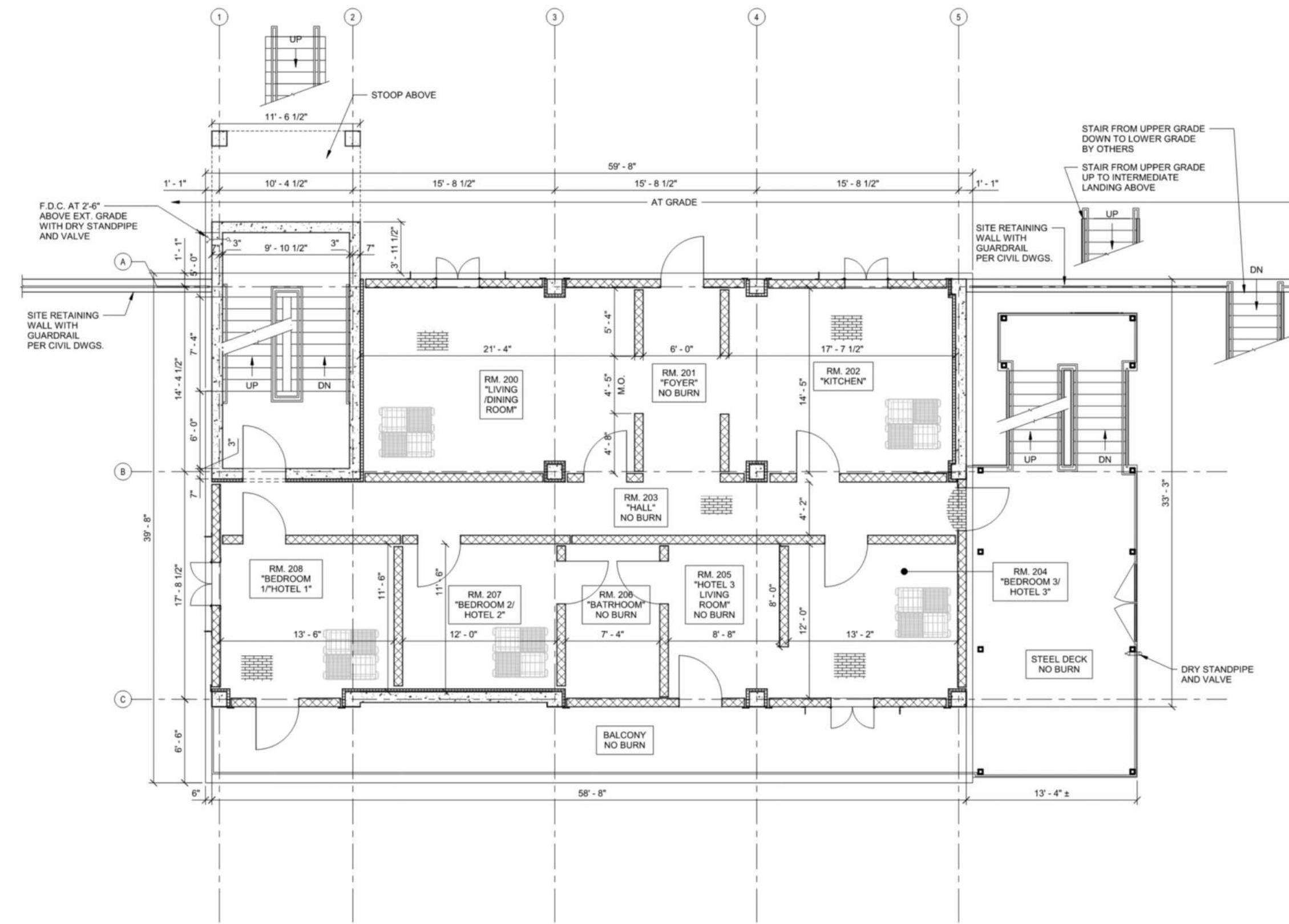
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LEVEL 1

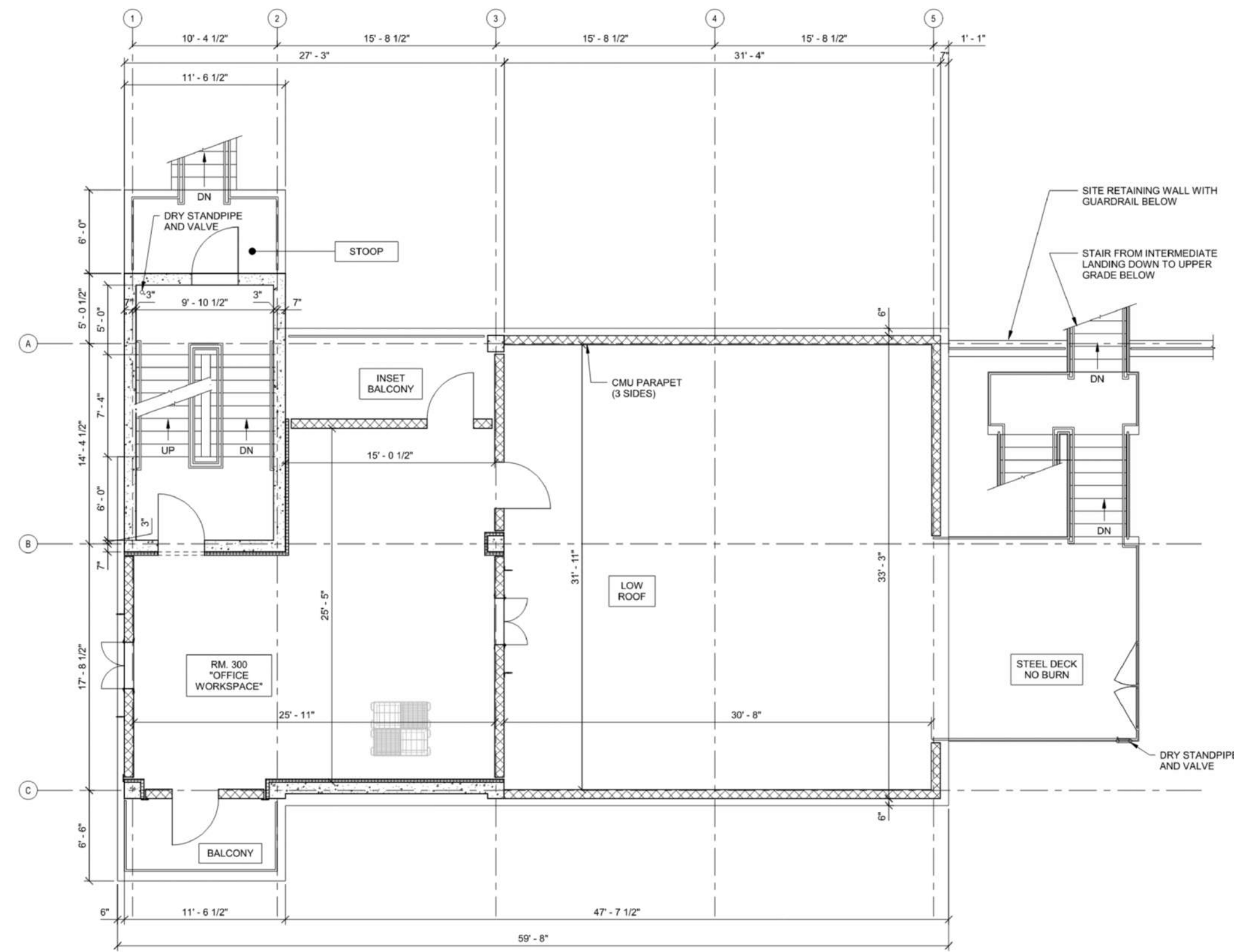
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LEVEL 2

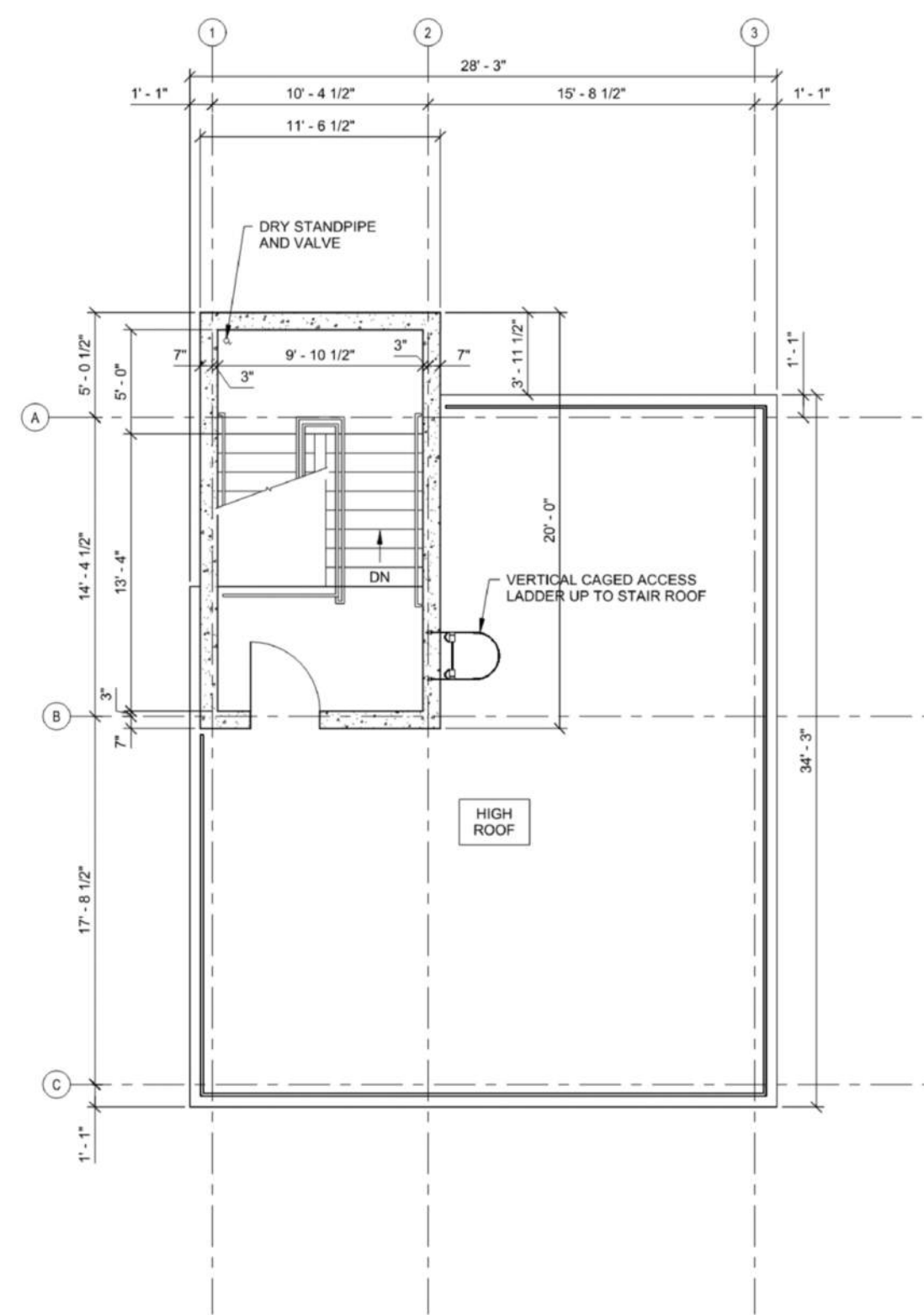
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LEVEL 3

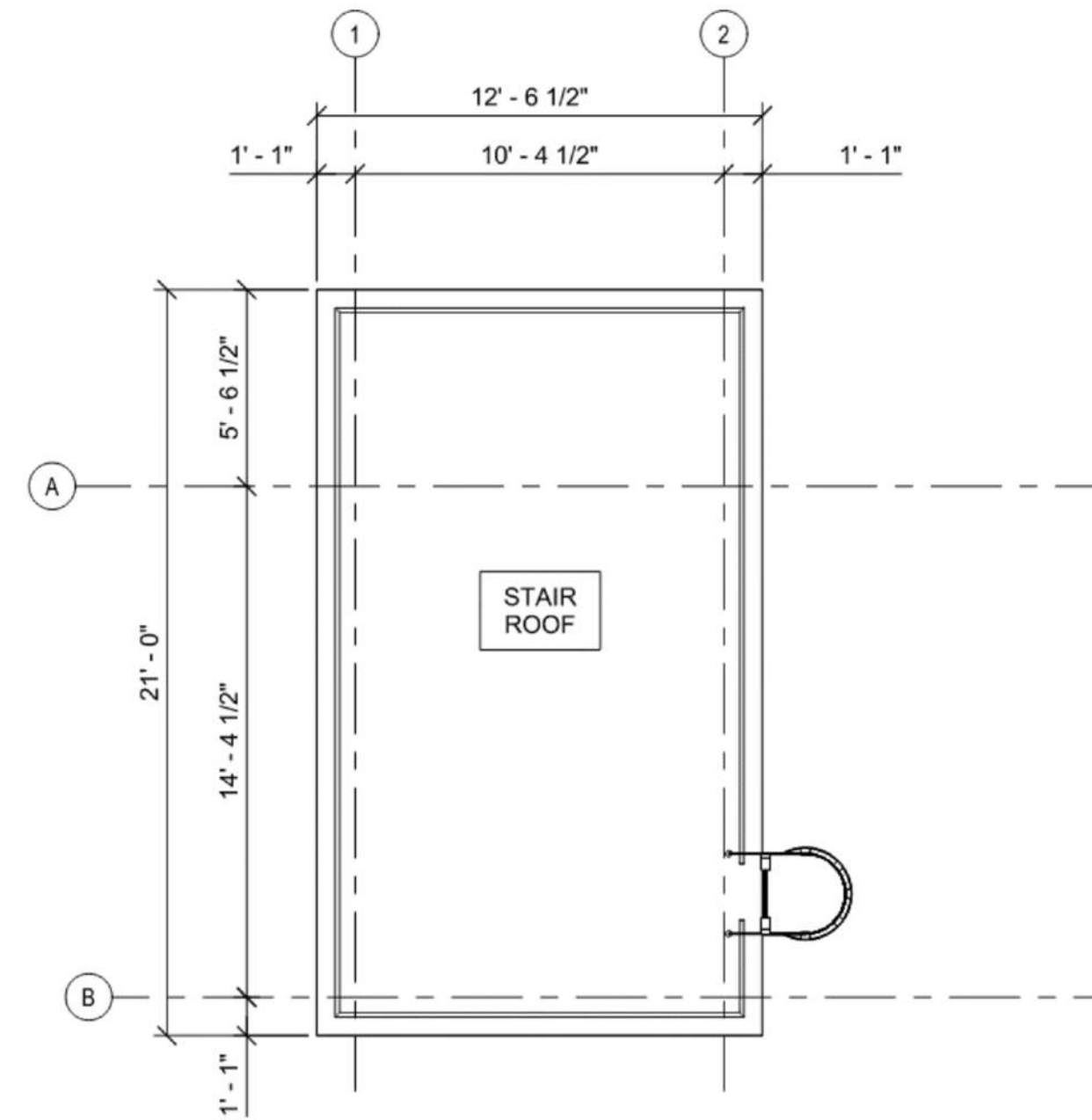
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LEVEL 4

NOT TO SCALE



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ROOF

NOT TO SCALE

Central Piedmont Community College

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SUBMITTAL

10/01/2024

REZONING PLAN

REVISIONS

1	10/01/2024	Resubmittal No. 1
2	01/14/2025	Resubmittal No. 2
3	03/04/2025	Resubmittal No. 3

SHEET

BURN BUILDING PLANS

AE904

DESIGN: EJ
DRAWN: EJ
REVIEW: AMD

CN 10179

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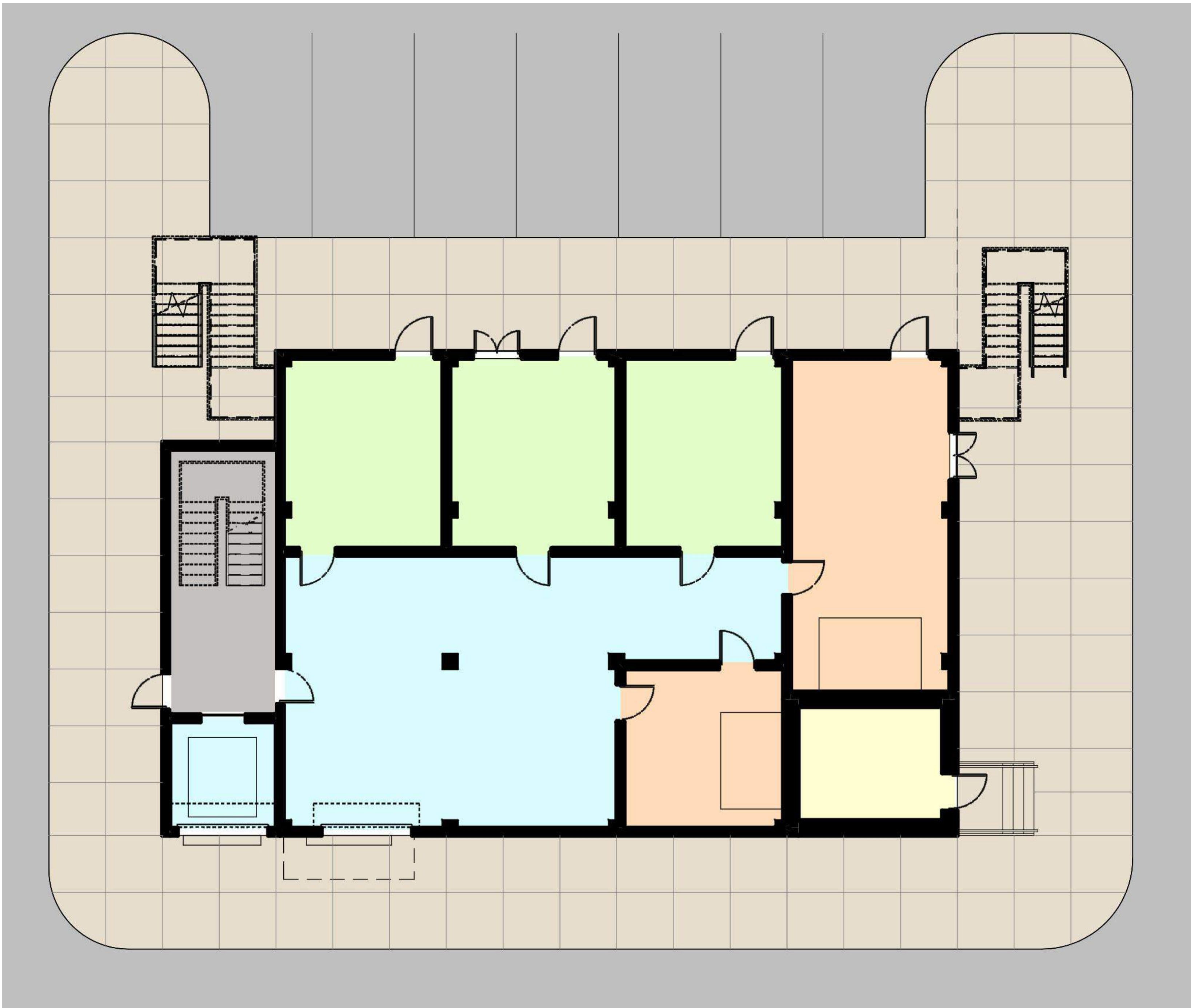
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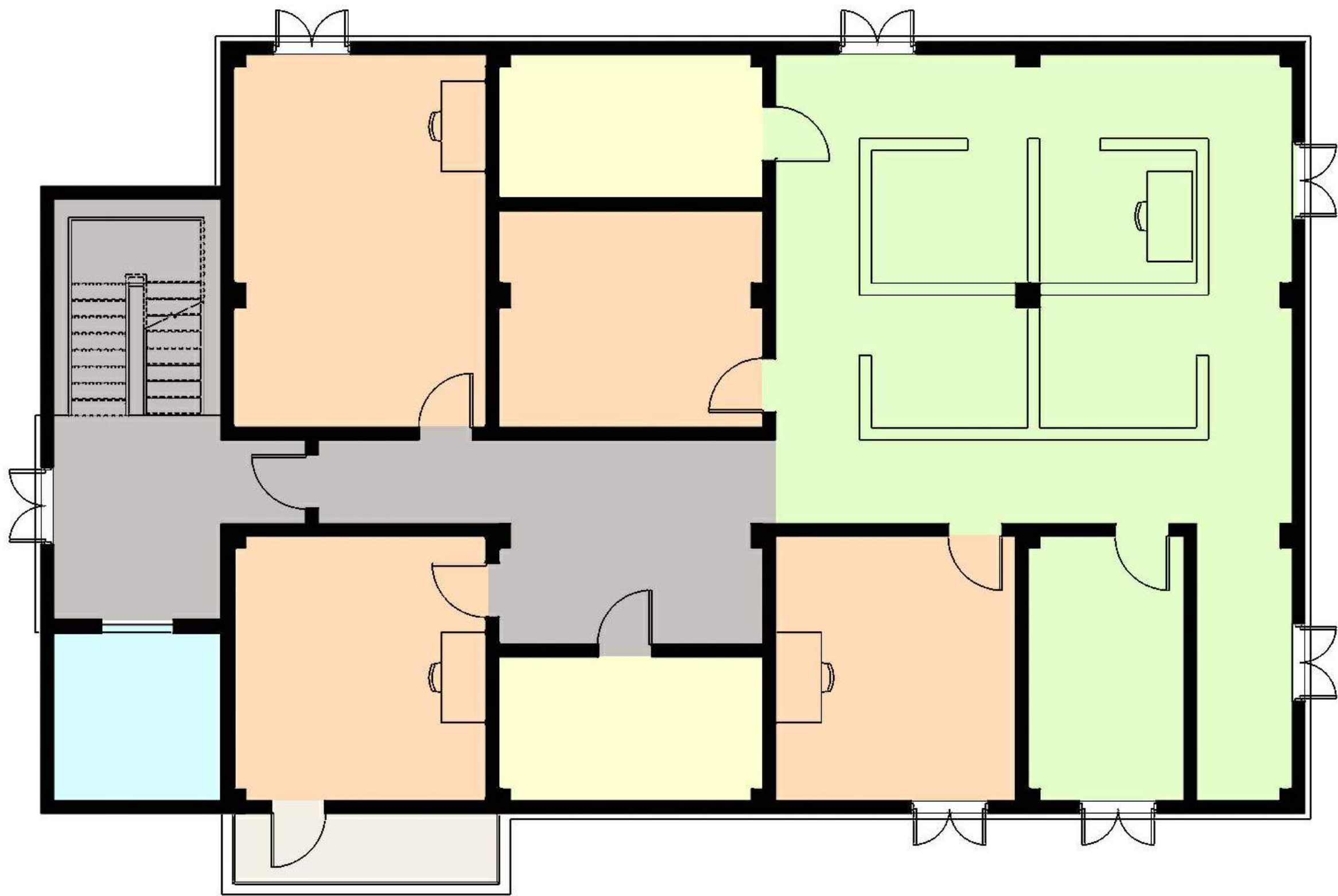
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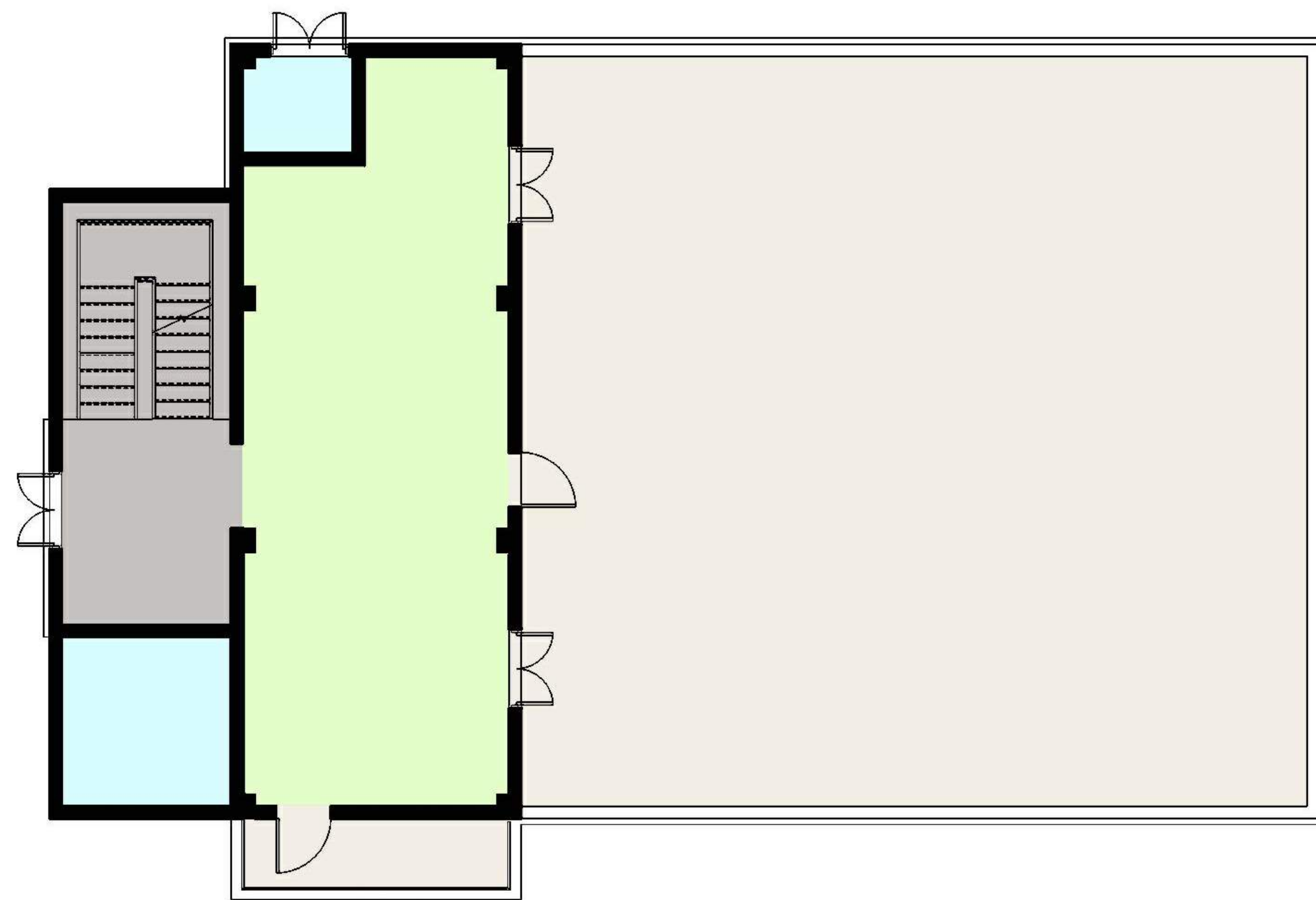
1 LEVEL 1
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3 LEVEL 3
NOT TO SCALE



2 LEVEL 2
NOT TO SCALE



4 LEVEL 4
NOT TO SCALE

LEGEND

- Specialty Training
- Flex Training
- Scenarios/Props
- Support/Storage
- Circulation

Central Piedmont Community College

MERANCAS FIRE TRAINING FACILITY

11700 OLD VERHOEFF DR.
HUNTERVILLE, NC 28078

DESIGNER

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704-377-8800

PROFESSIONAL SEAL

SUBMITTAL

10/01/2024

REZONING PLAN

REVISIONS

1	10/01/2024	Resubmittal No. 1
2	01/14/2025	Resubmittal No. 2
3	03/04/2025	Resubmittal No. 3

SHEET

COLD TOWER PLANS

AE905

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

CN 10179



Request for Board Action

March 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Principal Planner

Subject: R24-10 Merancas Fire Training Facility

EXPLAIN REQUEST:

Consider decision on Petition #R24-10 Merancas Fire Training Facility, a request by Central Piedmont Community College to rezone approximately 5.28 acres located at 11700 Old Verhoeff Drive(PIN# 01700) from Neighborhood Residential and Campus Institutional to Special Purpose-Conditional District.

ACTION RECOMMENDED:

Consider a decision

FINANCIAL IMPLICATIONS:

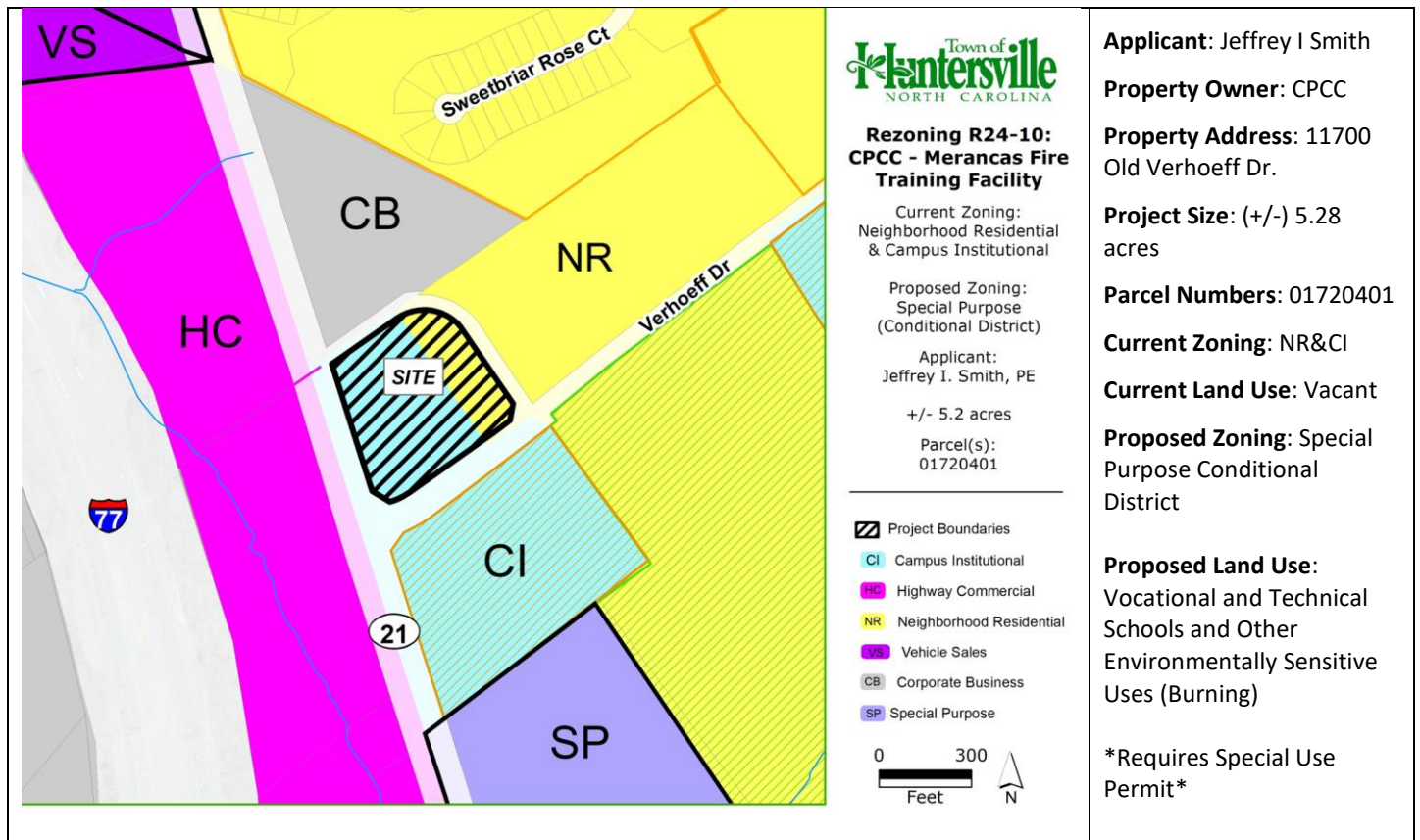
N/A

ATTACHMENTS:

1. R24-10 Merancas Fire Training Facility Final 3-18-25
2. Town of Huntersville Application - Rezoning - Merancas Fire Training Facility (2)
3. 30881.0001 - CPCC Merancas Rezoning Set
4. 24 1107 CPCC Merancas Community Mtg minutes
5. Eng Summary_Final Action_2025 0304

Petition R24-10 Merancas Fire Training Facility

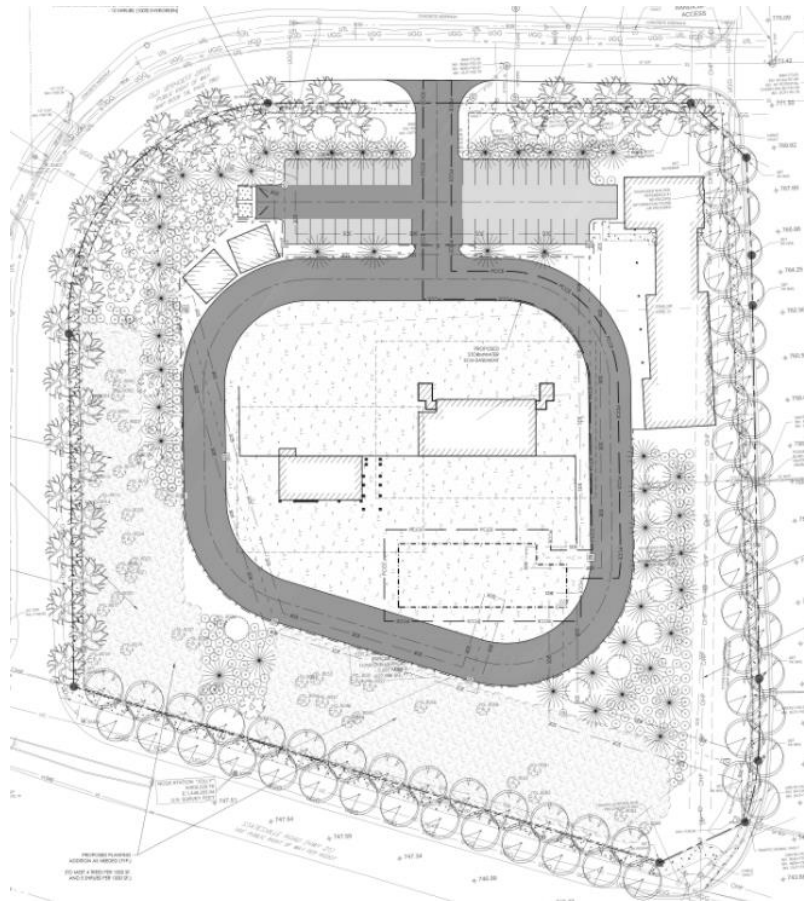
PART 1: PROJECT SUMMARY



- 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).

5. 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

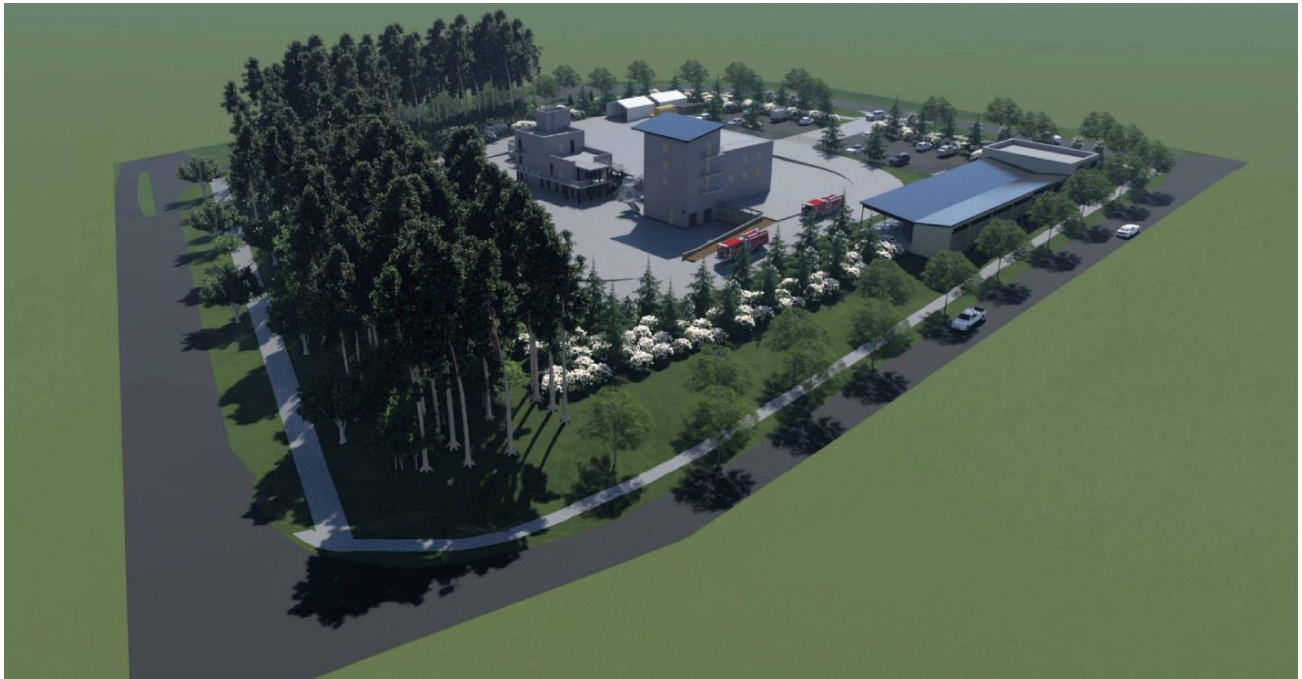


The Proposed Conditional District Rezoning has buffer modifications and is generally compliant with zoning ordinance requirements. Significant Elements include:

- 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. The applicants have also chosen to use a planted buffer as part of the buffer at the corner condition of Verhoeff Drive, and Old Verhoeff in lieu of the building fronting the corner condition per code.
 - **Staff Comment:** Staff is in favor of 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:** ***UPDATE*** At the public hearing, staff had concerns with the placement of this buffer, which conflicted with utilities, easements, drainage. The applicants have since then, revised their design to stay out of these areas, while also screening the site to the intent of the ordinance standards with the additional evergreen vegetation provided. Staff can recommend this update.
- ***UPDATE***As previously mentioned, this site includes the use of burning materials on site for training purposes. During the Public hearing, staff recommended that a condition be included in the plan, by the applicant, 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, EPA, or Mecklenburg County. The applicants have provided this information as a condition for approval.

General Plan Information

- Minimum Tree Preservation (specimen tree save) for Special Purpose is 30%. There are 7 specimen trees on site, 3 are required to be saved, the plan exceeds this by saving 4 specimen trees.
- 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. If the applicants can prove that the adjacent properties, or those in proximity to this site, are not negatively impacted, this inconsistency is voided.

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.

- 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 recommends approval with the following conditions:

- 1) Special Use Permit is obtained.
- 2) Modifications for variable buffer widths and the position of the main building for frontage on the proposed site plan are approved.
- 3) 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 proposal.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for January 7, 2025.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board Meeting was held on January 28, 2025. The planning board voted unanimously 9-0 to approve the rezoning. Details of that meeting can be found in the meeting minutes provided and can be heard and watched through this link https://www.youtube.com/watch?v=gr_FTokgtpE&t=4446s.

PART 8: TOWN BOARD RECOMMENDATION

The Town Board Meeting is scheduled for March 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 recommends approval with the following conditions: 1) Special Use Permit is obtained. 2) Modifications for variable buffer widths and the position of the main building for frontage on the proposed site plan are approved. 3) 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	APPROVAL: In considering the proposed rezoning application R24-10, Merancas Fire Training Facility, the Planning Board recommends approval for the special purpose conditional district if the following recommendations are implemented into the plan. 1) The special use permit is obtained by providing proof that the adjacent properties or those in proximity to the site are not negatively impacted by smoke from this use. 2) Minor staff comments remaining are revised, including updates to the buffers.	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>

PS-3 and would be reasonable and in the public interest to approve the proposal.	<u>The Planning Board believes that by implementing these recommended revisions, the plan will be consistent with the land use policies EV-4 and PS-3 and would be reasonable and in the public interest to approve the proposal.</u>	
DENIAL:		DENIAL: DENIAL: In considering the proposed rezoning application R24-10, Merancas Fire Training Facility, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference).</u> <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



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 10/01/2024

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-CD

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>.

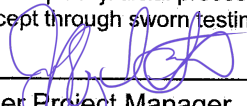
5. Outside Agency Information

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 

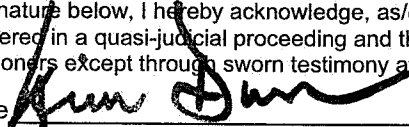
Title Civil Engineer Project Manager Email smith.jeff@tandh.com

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 : CONCEPTUAL COMMERCIAL PLAN REZONING-CI : 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
J-30881.0001

MARCH 4, 2025

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 & UTILITY 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

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704-377-8800



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

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PROFESSIONAL SEAL

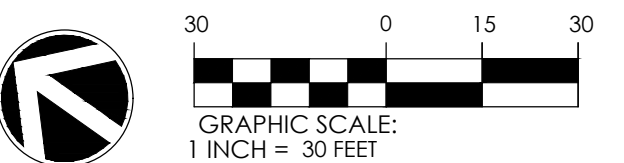
SUBMITTAL

10/01/2024

REZONING
PLAN

REVISIONS

1	10/01/2024	RESUBMITTAL NO. 1
2	01/14/2025	RESUBMITTAL NO. 2
3	03/04/2025	RESUBMITTAL NO. 3



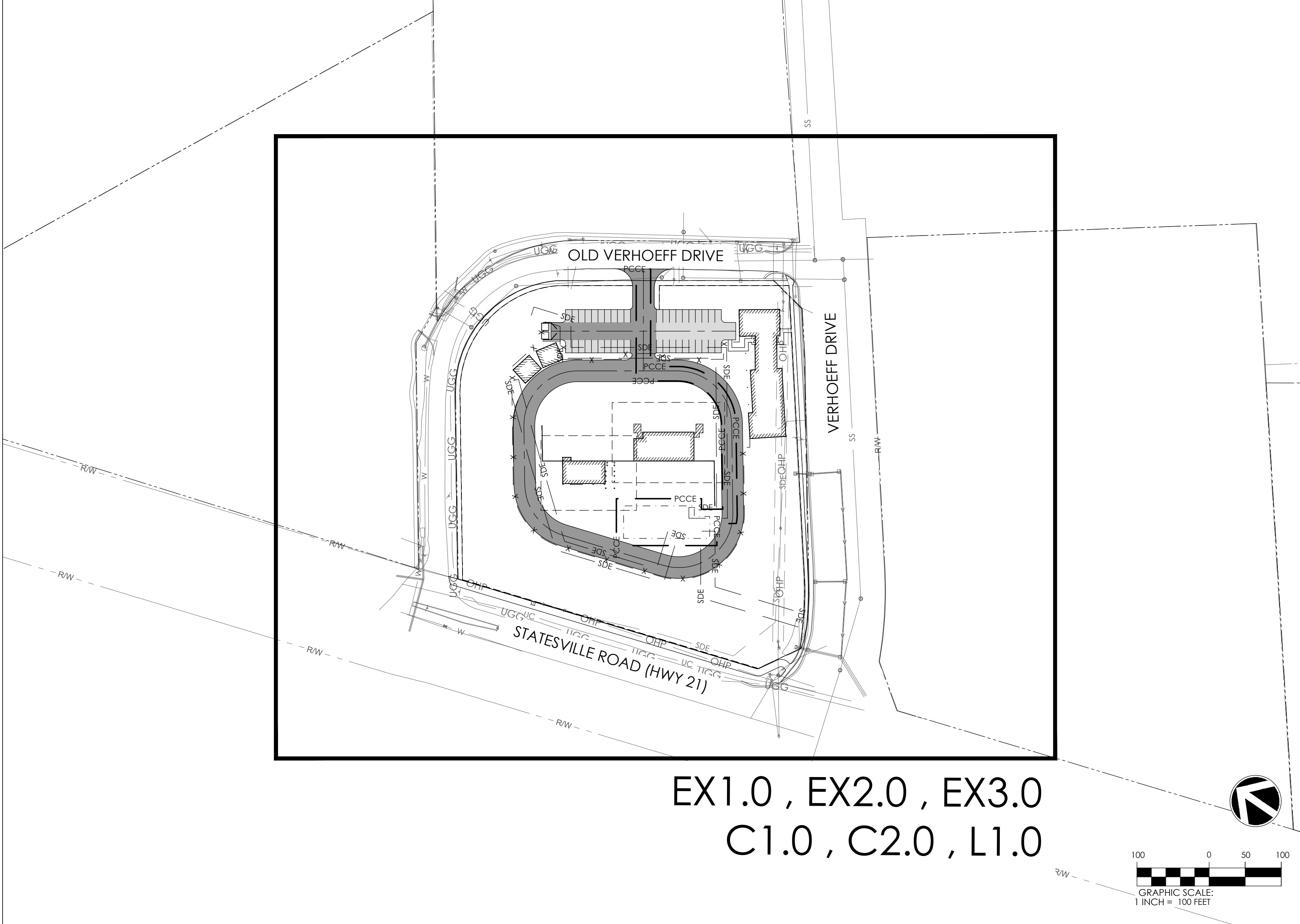
SHEET

COVER SHEET

C0

DESIGN: AE
DRAWING: AE
REVIEW: NH

CN 10179



SHEET INDEX

GENERAL NOTES:

1. MINOR CHANGES TO THE THE SITE PLAN ARE PERMITTED PER TOWN OF HUNTERSVILLE ORDINANCE PENDING STAFF APPROVAL.
2. SITE LIGHTING WILL MEET ORDINANCE.
3. ALL UTILITY EQUIPMENT AND TRASH DUMPSTER/COMPACTORS WILL BE SCREENED PER ORDINANCE.
4. STORMWATER SYSTEMS WILL BE DESIGNED TO MEET TOWN OF HUNTERSVILLE STANDARDS.
5. POTABLE WATER AND FIRE SERVICE WILL BE PROVIDED BY CHARLOTTE WATER.
6. WASTEWATER WILL BE DISCHARGED TO CHARLOTTE WATER.
7. ALL RETAINING WALLS REQUIRING SPECIAL INSPECTIONS (>5' IN HEIGHT) SHALL MEET THE REQUIREMENTS OF THE MCSBC CHAPTER 17 - SPECIAL INSPECTIONS AS DETAILED PER THE MECKLENBURG COUNTY CODE ENFORCEMENT SPECIAL INSPECTIONS PROCESS. ADDITIONALLY, COPIES OF THE RETAINING WALL PLANS SHALL BE SUBMITTED TO THE HUNTERSVILLE ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL. THE TOWN OF HUNTERSVILLE SHALL BE COPIED ON ALL STATEMENTS OF SPECIAL INSPECTIONS, SPECIAL INSPECTION FINAL REPORTS, AND DESIGN PRINCIPAL IN RESPONSIBLE CHARGE (DPIRC) LETTERS.
8. RELOCATION OF OVERHEAD POWER LINES TO BE COORDINATED WITH UTILITY COMPANIES.

MODIFICATION REQUEST:

1. EASTERN BUFFER (40' MINIMUM) SHALL BE PLANTED WITH ENHANCED DENSITY OF EVERGREENS AS FOLLOWS: 5 LARGE MATURING TREES (75%) EVERGREEN, 2 SMALL MATURING TREES (8' HEIGHT, 100% EVERGREEN) AND 10 SHRUBS (100% EVERGREEN) PER 1000 SF OF BUFFER.
2. REDUCE EXISTING 80' WIDE NORTHERN BUFFER TO 32'-76' TO ACCOMMODATE REQUIRED PARKING. PROVIDE NEW BUFFER PLANTED WITH ENHANCED DENSITY OF EVERGREENS AS FOLLOWS: 5 LARGE MATURING TREES (75%) EVERGREEN, 2 SMALL MATURING TREES (8' HEIGHT, 100% EVERGREEN) AND 10 SHRUBS (100% EVERGREEN) PER 1000 SF OF BUFFER.
3. REDUCE EXISTING 80' WIDE WESTERN BUFFER TO 73' TO ACCOMMODATE NEW SIDEWALK.

CONDITIONS:

1. THE FACILITY WILL FOLLOW MECKLENBURG COUNTY AIR QUALITY STANDARDS AS DEFINED BY THE EPA'S "AIR QUALITY INDEX" FOR CLASS A BURNS DURING OZONE ACTION DAYS.

Central Piedmont Community College
**MERANCAS FIRE
TRAINING FACILITY**

11700 OLD VERHOEFF DR.
HUNTERSVILLE, NC
28078

DESIGNER



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CHARLOTTE, NORTH CAROLINA 28204
704-377-8800

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HUTTON**
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**REZONING
PLAN**

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2	01/14/2025	RESUBMITTAL NO. 2
3	03/04/2025	RESUBMITTAL NO. 3

SHEET

GENERAL NOTES & INDEX

G0

DESIGN: AE
DRAWN: AE
REVIEW: NH

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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

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SUBMITTAL

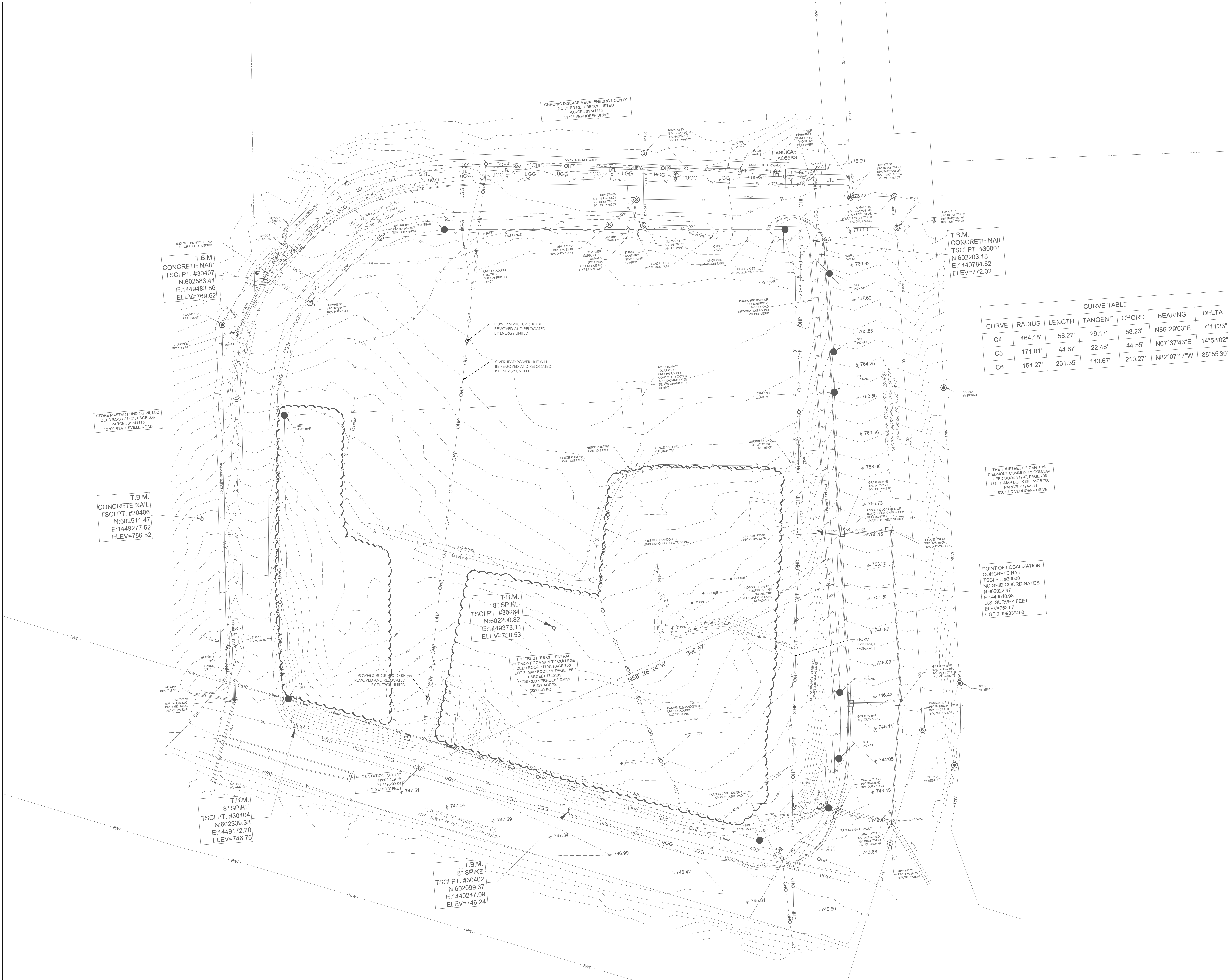
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EVIDENCE

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EX1.0

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&
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01/2024

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1	10/01/2024	RESUBMITTAL NO. 1
2	01/14/2025	RESUBMITTAL NO. 2
3	03/04/2025	RESUBMITTAL NO. 3



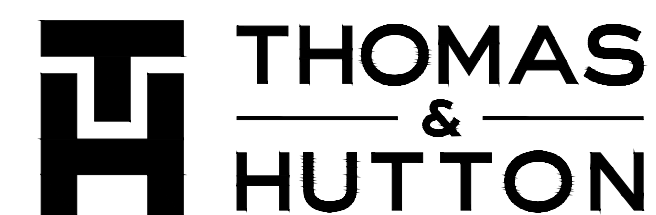
EX2.0

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



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TOTAL TREES		
	Tree #	Species & DBH
1	8000	BLM 28"
2	8001	BLM 14"
3	8002	OKA 38"
4	8003	BLM 18"
5	8004	H C 15"
6	8005	GLIM 19"
7	8006	CED 13"
8	8007	GLIM 23"
9	8008	PN 17"
10	8009	PN 24"
11	8010	GLIM 19"
12	8011	BLM 13"
13	8012	BLM 13"
14	8013	GLIM 14"
15	8014	GLIM 14"
16	8015	H C 16"
17	8016	OKA 15"
18	8017	OKA 15"
19	8018	OKA 17"
20	8019	OKA 19"
21	8020	OKA 15"
22	8021	OKA 15"
23	8022	OKA 23"
24	8023	OKA 14"
25	8024	CED 17"
26	8025	OKA 21"
27	8026	ELM 19X2"
28	8027	OKA 14"
29	8028	CED 14"
30	8029	GLIM 15"
31	8030	GLIM 16"
32	8031	PN 14"
33	8032	PN 15"
34	8033	PN 19"
35	8034	GLIM 14"
36	8035	PN 16"
37	8036	PN 13"
38	8037	OKA 14"
39	8038	OKA 14"
40	8039	PN 13"
41	8040	PN 28"
42	8041	PN 15"
43	8042	GLIM 17"

<u>REVISIONS</u>		
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3	03/04/2025	RESUBMITTAL NO. 3

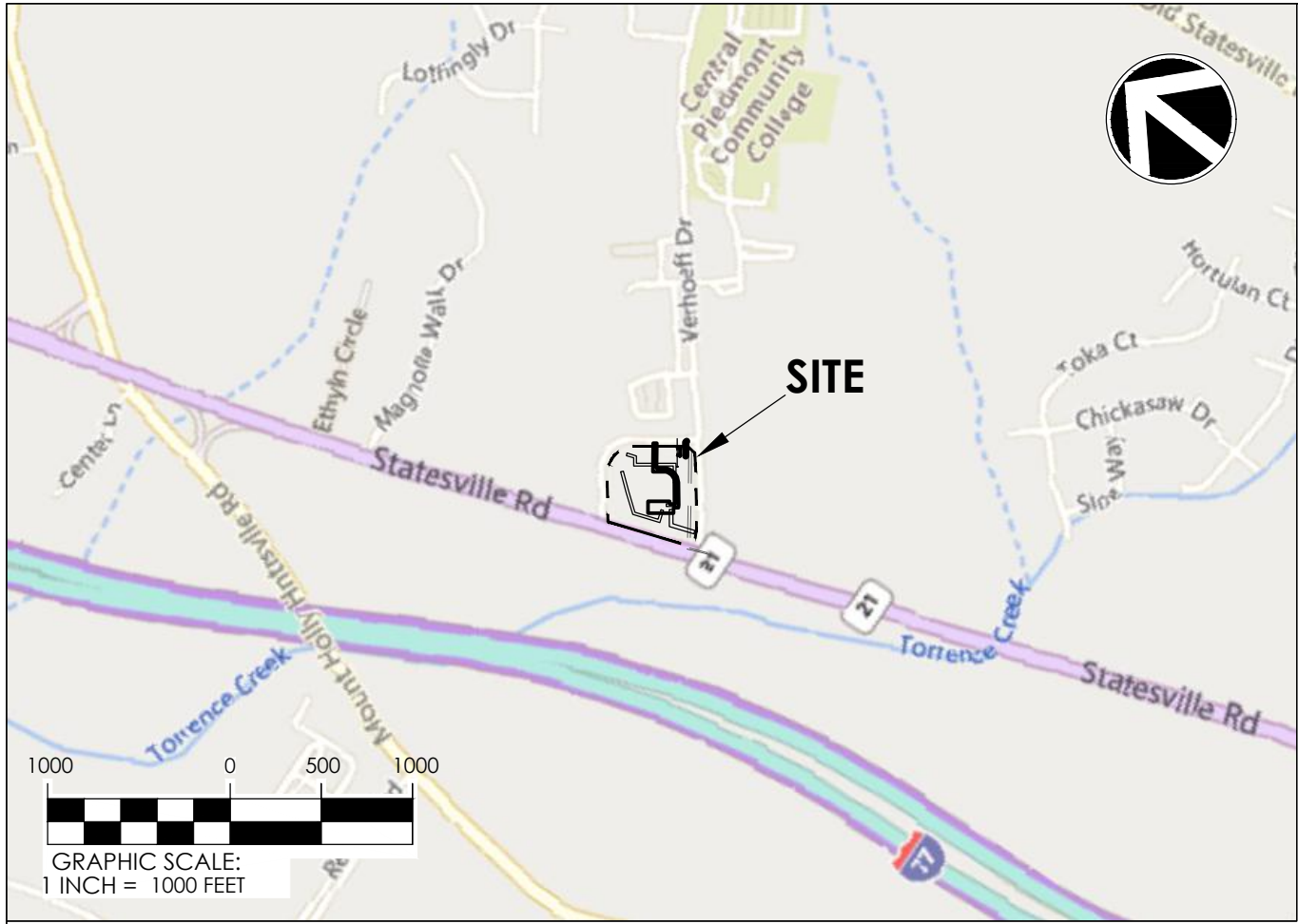
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S

EX3.0

DESIGN: AE
DRAWN: AE
REVIEW: NH

CN 10179





STORE MASTER FUNDING VII LLC
DEED BOOK 31621, PAGE 838
PARCEL 01741115
12700 STATESVILLE ROAD

MODIFICATION REQUEST:
REDUCE EXISTING 80' BUFFER REQUIREMENT
TO 73' BUFFER

MODIFICATION REQUEST:

- EASTERN BUFFER (40' MINIMUM) SHALL BE PLANTED WITH ENHANCED DENSITY OF EVERGREENS AS FOLLOWS: 5 LARGE MATURING TREES (75%) EVERGREEN, 2 SMALL MATURING TREES (8' HEIGHT, 100% EVERGREEN) AND 10 SHRUBS (100% EVERGREEN) PER 1000 SF OF BUFFER.
- REDUCE EXISTING 80' WIDE NORTHERN BUFFER TO 32'-76' TO ACCOMMODATE REQUIRED PARKING. PROVIDE NEW BUFFER PLANTED WITH ENHANCED DENSITY OF EVERGREENS AS FOLLOWS: 5 LARGE MATURING TREES (75%) EVERGREEN, 2 SMALL MATURING TREES (8' HEIGHT, 100% EVERGREEN) AND 10 SHRUBS (100% EVERGREEN) PER 1000 SF OF BUFFER.
- REDUCE EXISTING 80' WIDE WESTERN BUFFER TO 73' TO ACCOMMODATE NEW SIDEWALK.

3/2/2025 5:21:22 PM
Z:\30981\30981\001\Engineering\Drawings\Construction Plans\30981\001 - SP - PL.dwg

CHRONIC DISEASE MECKLENBURG COUNTY
NO DEED REFERENCE LISTED
PARCEL 01741115
11725 VERHOEFF DRIVE

SUMMARY:

OWNER:

CENTRAL PIEDMONT COMMUNITY COLLEGE
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:
ADDRESS:

017-204-01
11700 OLD VERHOEFF DRIVE
HUNTERSVILLE, NC 28078
31797, PG. 708

DEED BOOK AND PAGE:

CURRENT PROPERTY USE:
PROPOSED USE:
LOT TYPE:
BUILDING TYPE:
NUMBER OF STRUCTURES:

VACANT
VOCATIONAL AND TECHNICAL SCHOOL
URBAN WORKPLACE
URBAN WORKPLACE
5

CURRENT ZONING:
PROPOSED ZONING:

NR/CI
SPECIAL PURPOSE CONDITIONAL DISTRICT
PA-2 MTN ISLAND LAKE

REGULATED WATERSHED DISTRICT:

RIVER BASIN:
STREAM CLASSIFICATION:
WATERSHED:
FEMA PANEL:

CATAWBA
WS-IV
MTN ISLAND LAKE WATERSHED PA-2
371046400K

TOTAL SITE ACREAGE:
PROPOSED DISTURBED AREA:

± 5.23 A.C.
± 5.23 A.C.

EXISTING IMPERVIOUS AREA:
PROPOSED IMPERVIOUS AREA:
% IMPERVIOUS EXISTING:
% IMPERVIOUS PROPOSED:
% IMPERVIOUS ALLOWED:

± 0.00 A.C.
± 2.66 A.C.
100%
51%
70%

TOTAL PARKING PROVIDED:

40 SPACES

BUILD TO LINE:

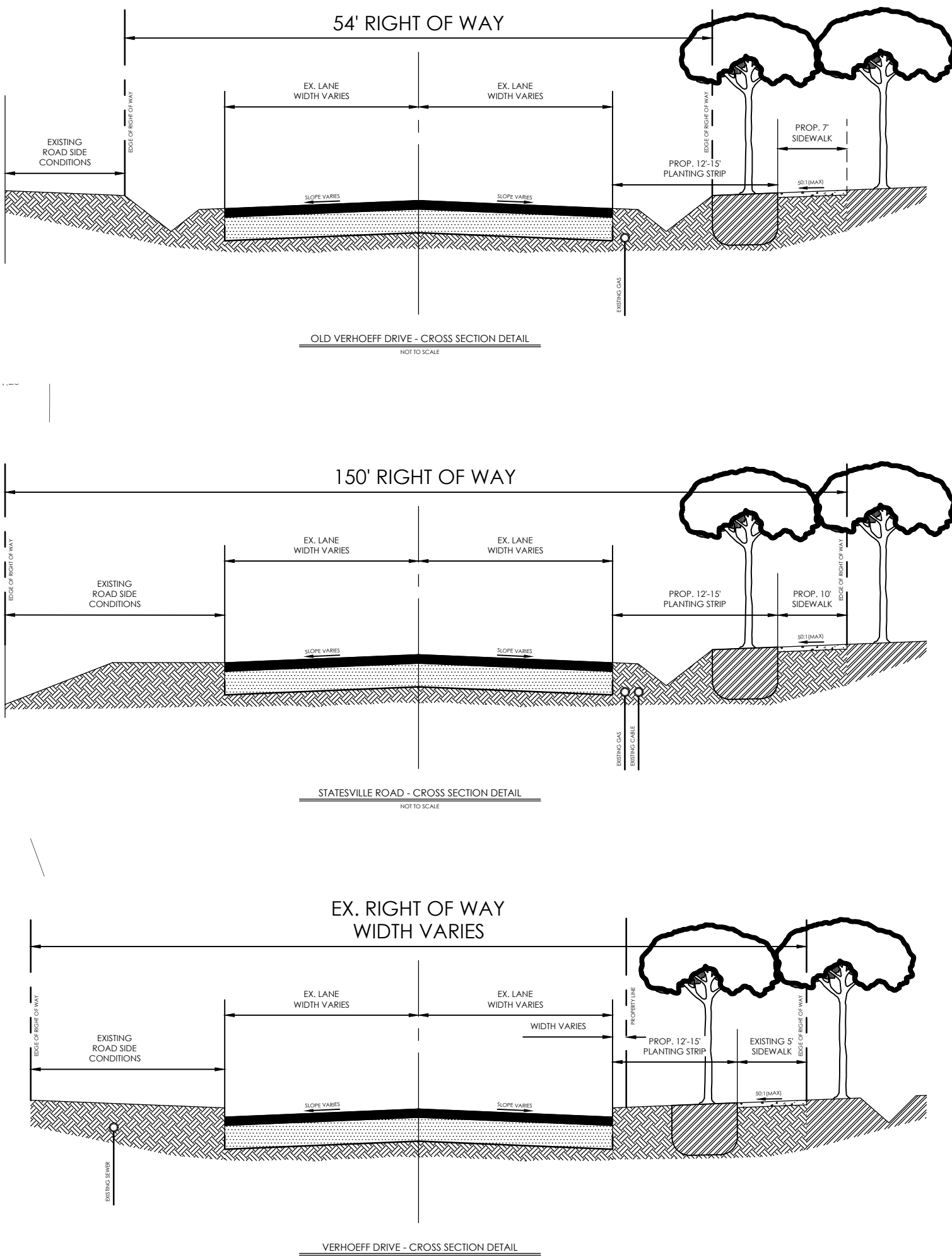
0 - 15' (15' PROVIDED)

BUFFER REQUIREMENTS:
STREAM:
WETLAND:

N/A
N/A

LEGEND:

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



Central Piedmont Community College

MERANCAS FIRE TRAINING FACILITY

11700 OLD VERHOEFF DR.
HUNTERSVILLE, NC
28078

DESIGNER



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CHARLOTTE, NORTH CAROLINA 28204
704-377-8800



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1020 Euclid Avenue
Charlotte, NC 28203

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PROFESSIONAL SEAL

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1001/2024

REZONING PLAN

REVISIONS

NO.	DATE	DESCRIPTION
1	10/01/2024	RESUBMITTAL NO. 1
2	01/14/2025	RESUBMITTAL NO. 2
3	03/04/2025	RESUBMITTAL NO. 3

SHEET

SITE & UTILITY PLAN

C1.0

DESIGN

AE

DRAWN

AE

REVIEW

NH

CN 10179



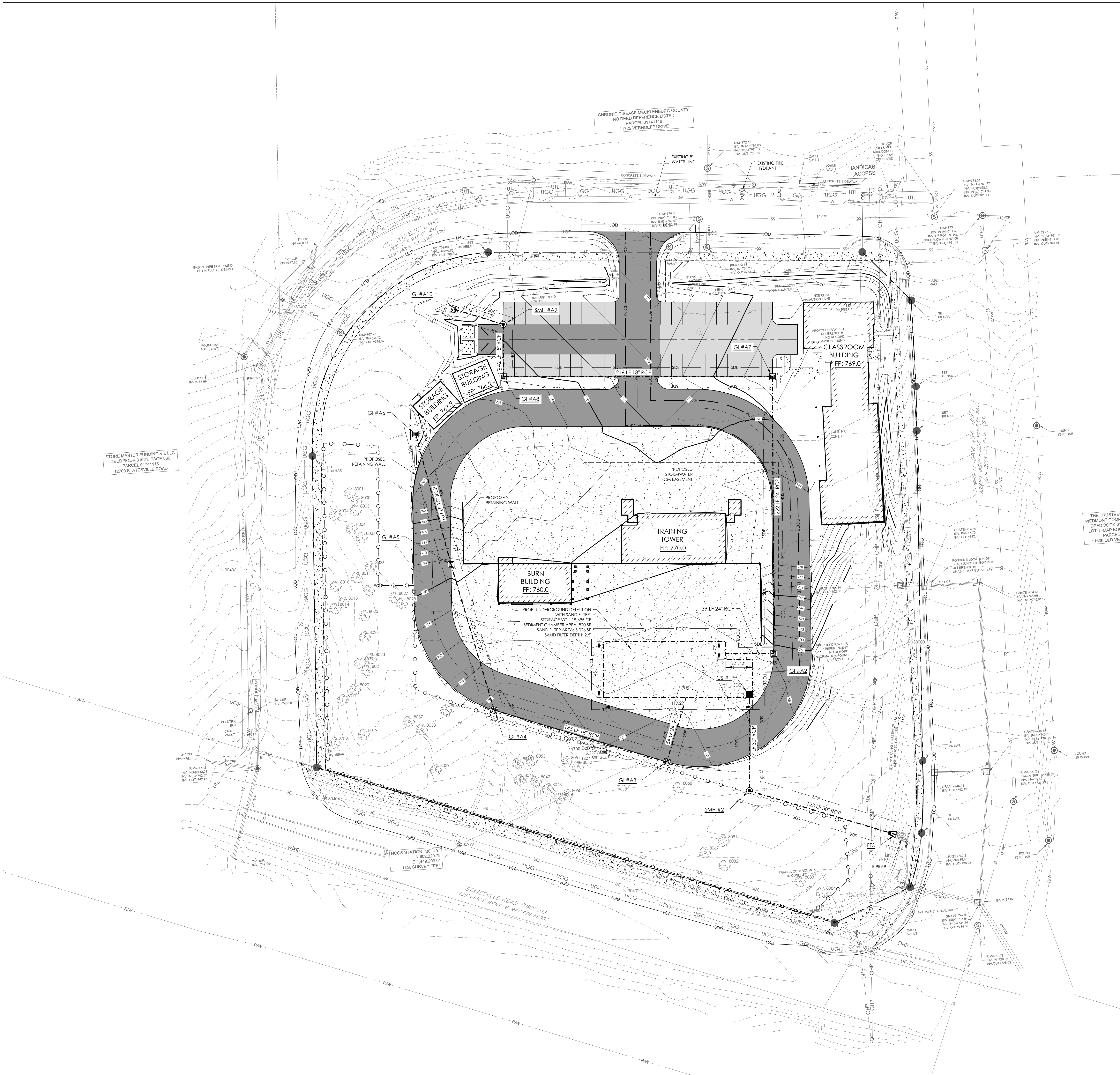
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THE TRUSTEES OF CENTRAL
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DEED BOOK 31797, PAGE 708
LOT 1 -MAP BOOK 59, PAGE 786
PARCEL 01742111
11636 OLD VERHOEFF DRIVE

PROFESSIONAL SEAL

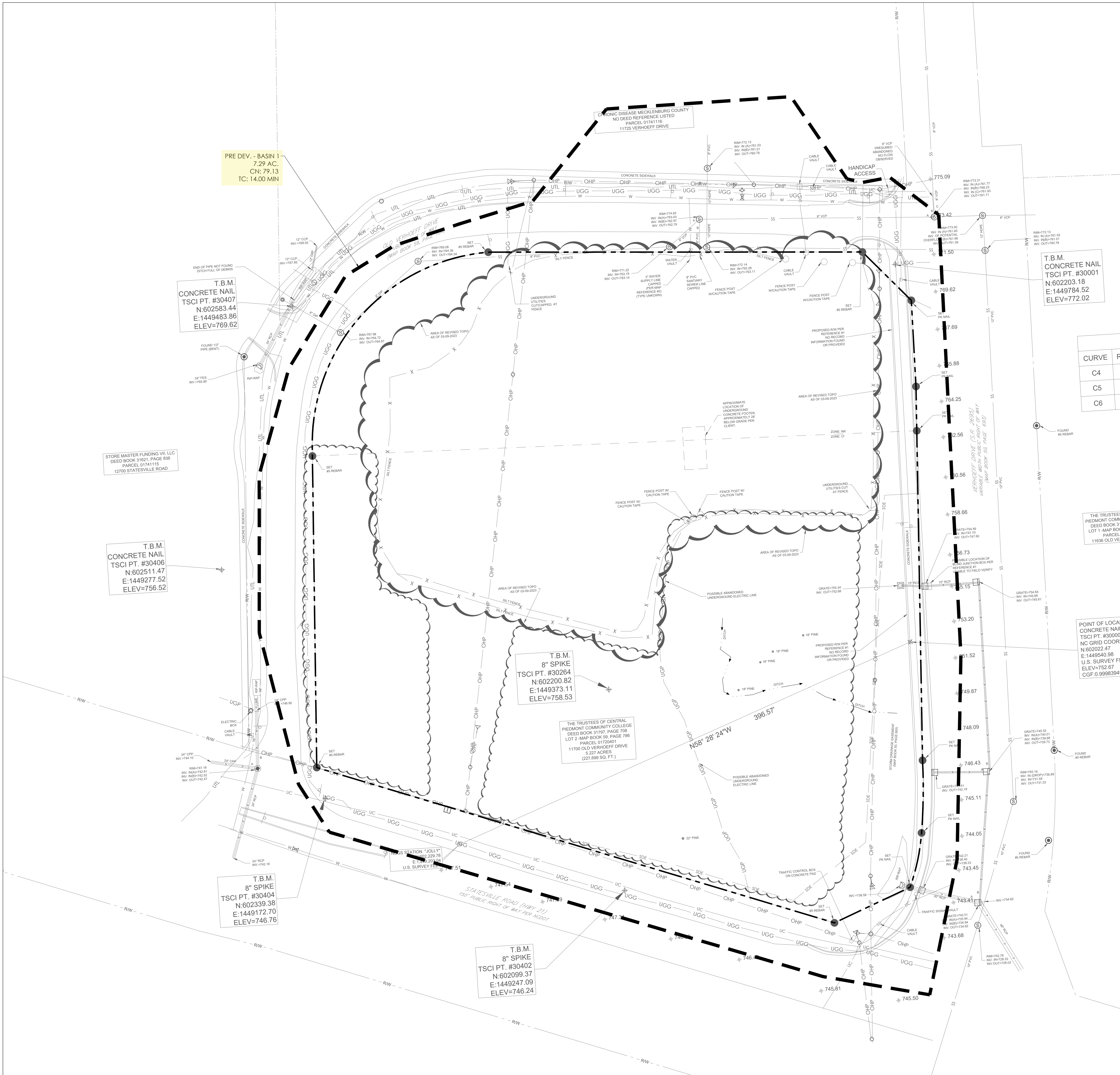
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ENVISONS



C3.0

CN 10179



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3	03/04/2025	RESUBMITTAL NO. 3

SHEET

POST DEVELOPMENT
DRAINAGE AREAS

C3.1

DESIGN

AE

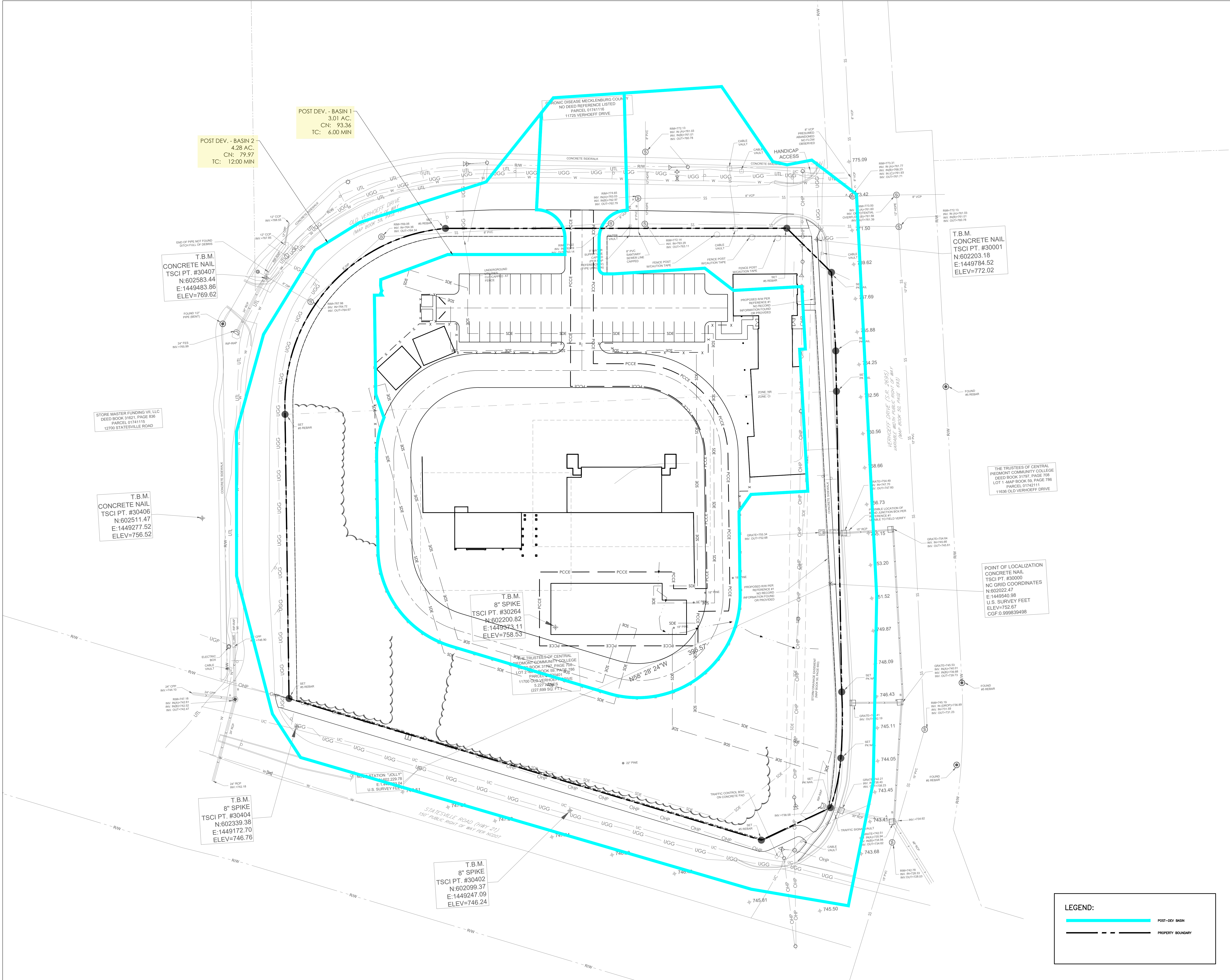
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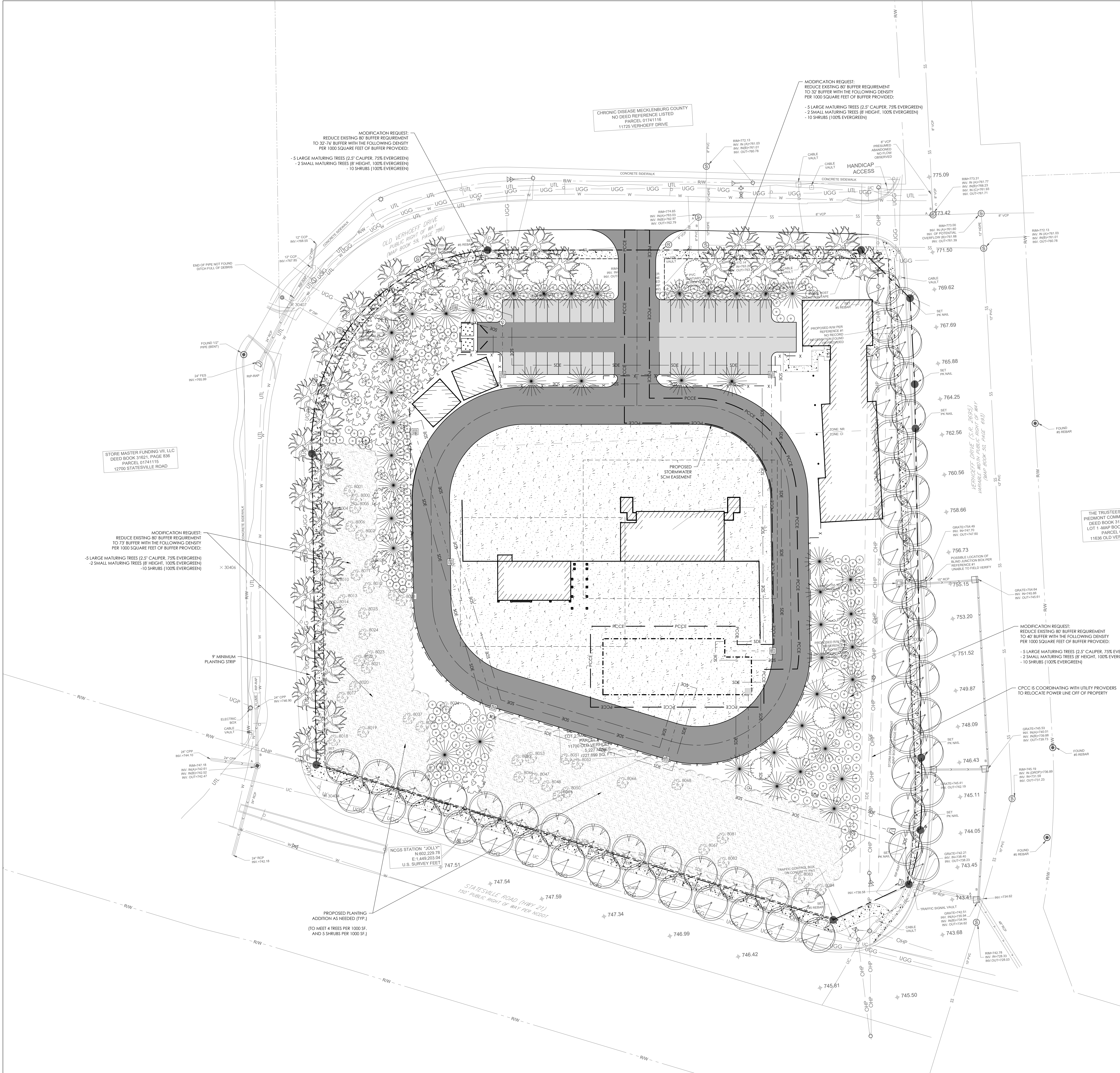
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REVIEW

NH

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LEGEND:

LARGE MATURING STREET TREES:

SMALL MATURING STREET TREES:

LARGE MATURING EVERGREEN:
CRYPTOMERIA JAPONICA OR
DECODORA CEDAR

SMALL MATURING EVERGREEN:
SWAMPY HOLLY OR
LITTLE GEM MAGNOLIA

SHRUBS:
SOUTHERN HAWTHORN
WAXY HAWTHORN
VIBURNUM
NITZ JUMPER

NOTE:
ALL TREES AND SHRUBS TO BE COORDINATED
WITH TOWN OF HUNTERVILLE APPROVED TREE
AND SHRUB LIST AND NC DOT PLANTING GUIDELINES

- MODIFICATION REQUEST:**
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Central Piedmont Community College

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3	03/04/2025	RESUBMITTAL NO. 3

SHEET

LANDSCAPING PLAN

L1.0

DESIGN: AE
DRAWN: AE
REVIEW: NH

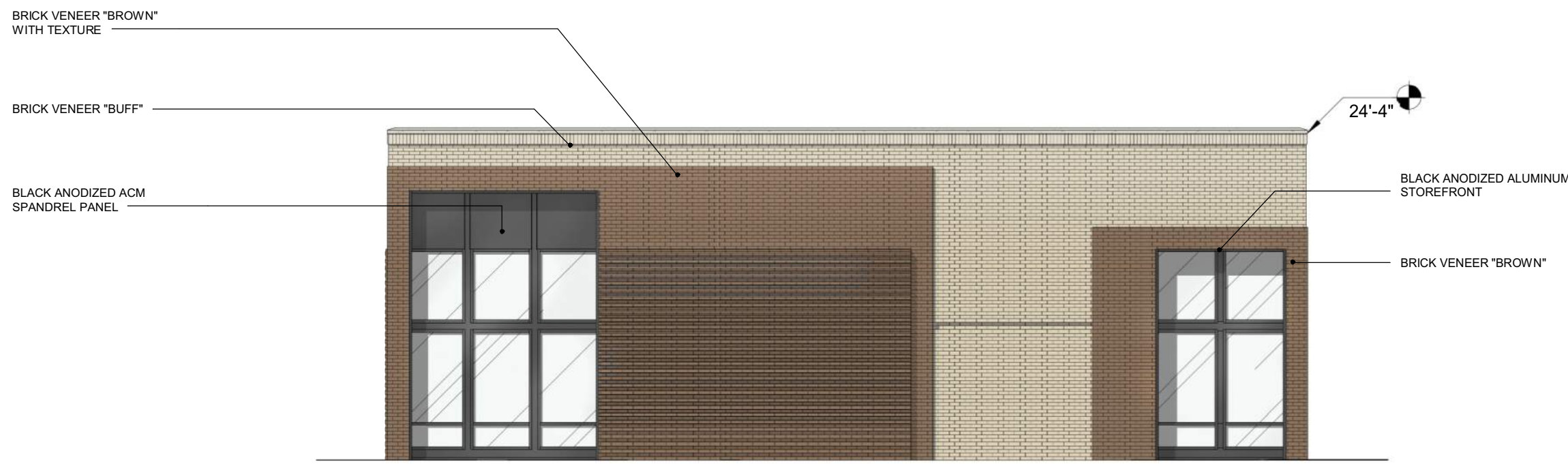
CN 10179

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9669

1
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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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3	03/04/2025	Resubmittal No. 3

SHEET

CLASSROOM BUILDING PRELIMINARY ELEVATIONS

AE901

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

CN 10179

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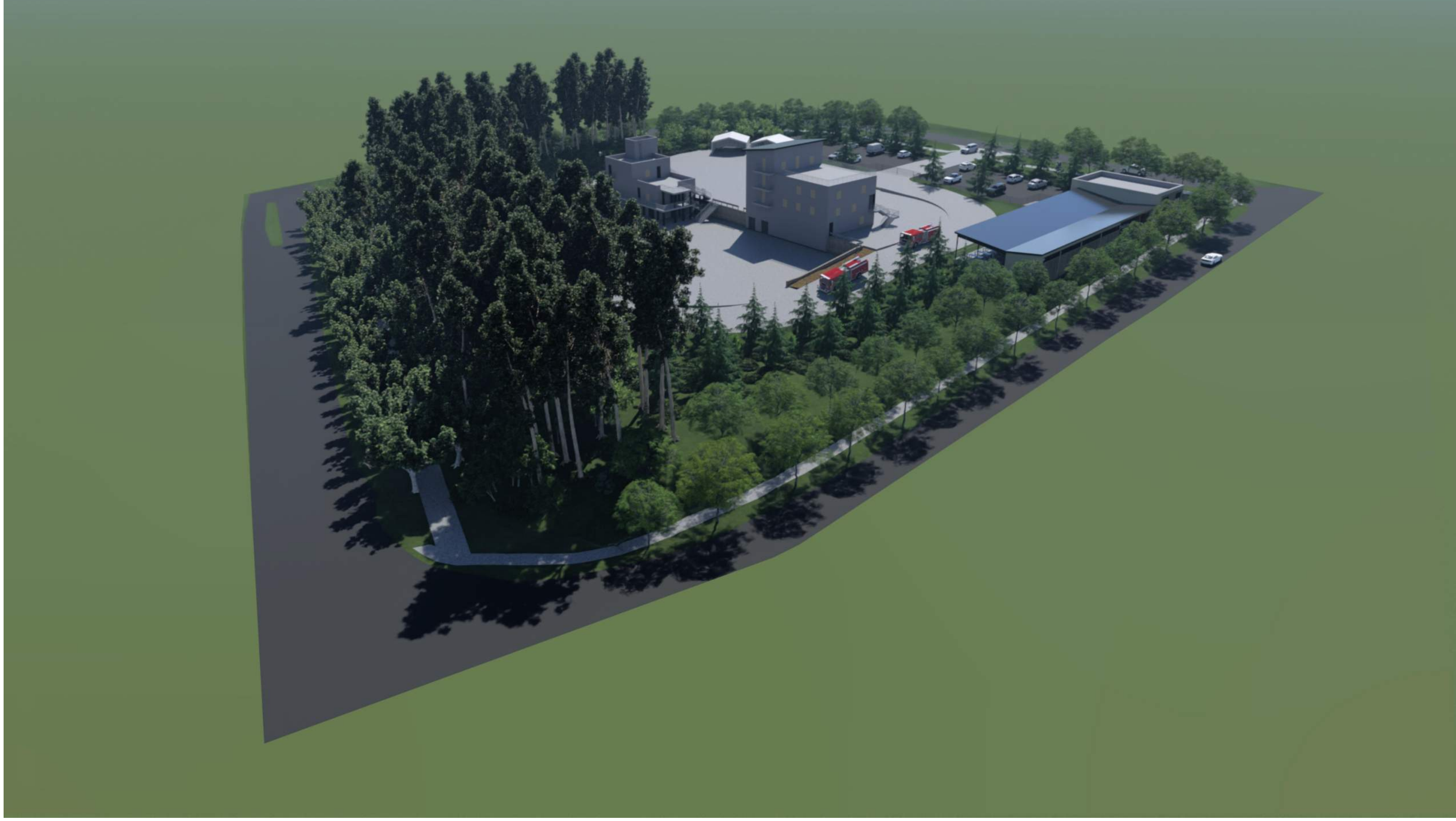
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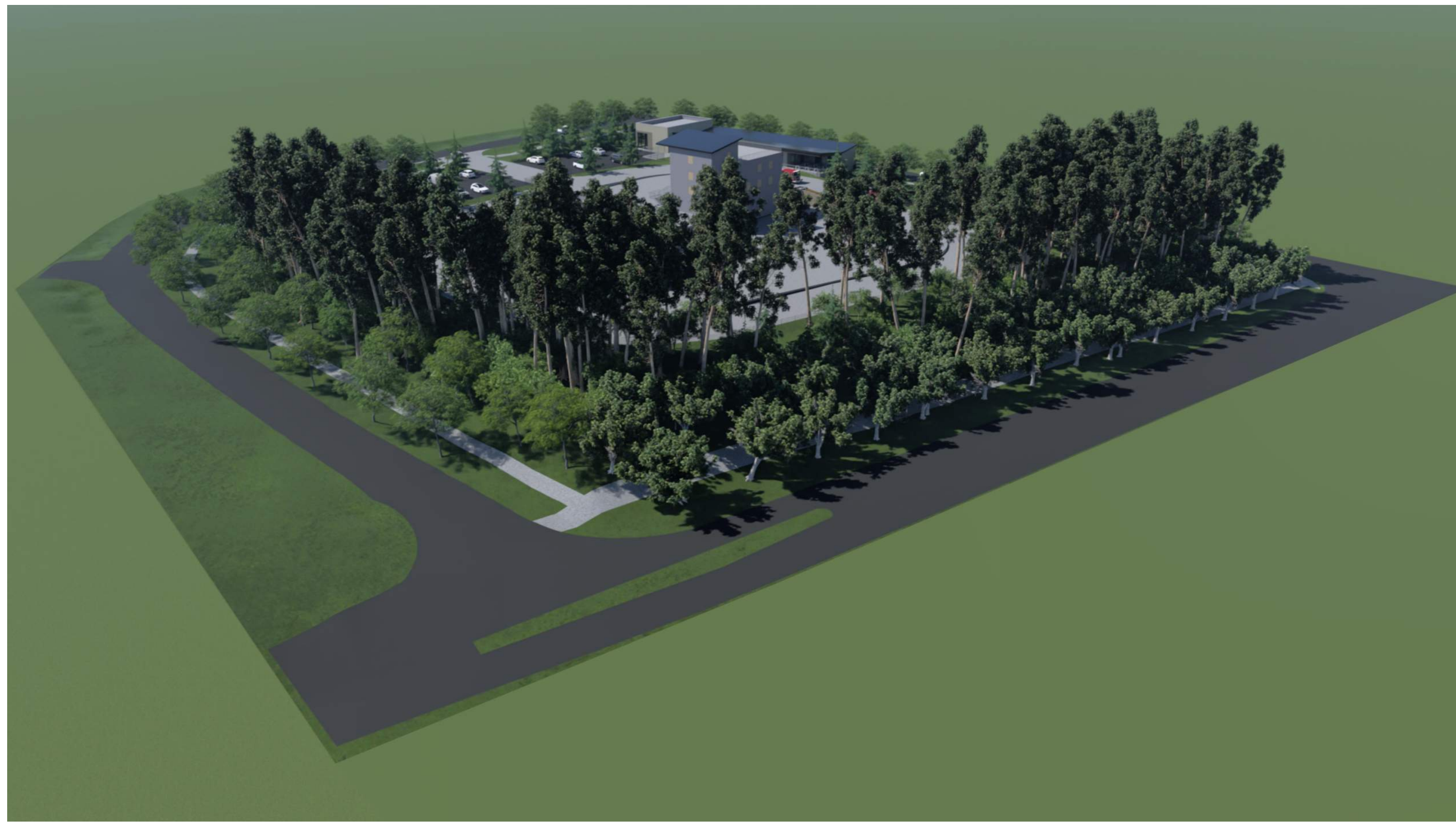
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3D AXON - OLD VERHOEFF DRIVE AND VERHOEFF DRIVE



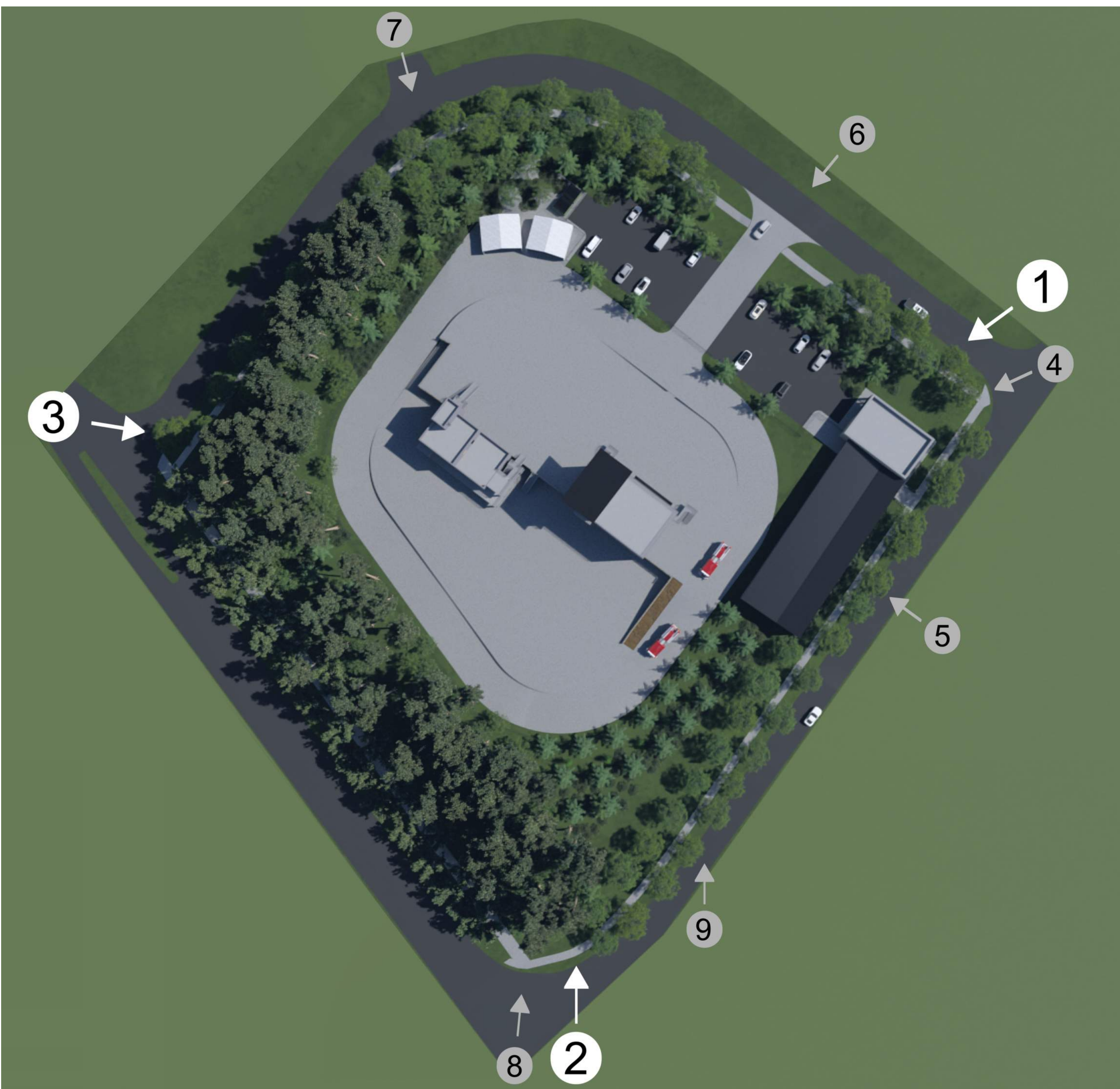
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3D AXON - STATESVILLE ROAD AND VERHOEFF DRIVE



3

3D AXON - OLD VERHOEFF DRIVE AND STATESVILLE ROAD



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SHEET

PRELIMINARY 3D VIEWS

AE902

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

CN 10179

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4

PERSPECTIVE VIEW - OLD VERHOEFF DRIVE AND VERHOEFF DRIVE

5

PERSPECTIVE VIEW - CLASSROOM BUILDING AT VERHOEFF DRIVE

6

PERSPECTIVE VIEW - CAMPUS ENTRANCE

D



7

PERSPECTIVE VIEW - SITE VIEW FROM DAYCARE ENTRANCE

8

PERSPECTIVE VIEW - STATESVILLE ROAD AND VERHOEFF DRIVE

9

PERSPECTIVE VIEW - NORTH ON VERHOEFF DRIVE

C



9

PERSPECTIVE VIEW - ENTRANCE AT VERHOEFF DRIVE

B

A

Central Piedmont Community College

MERANCAS FIRE
TRAINING FACILITY

11700 OLD VERHOEFF DR.
HUNTERVILLE, NC 28078

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SHEET

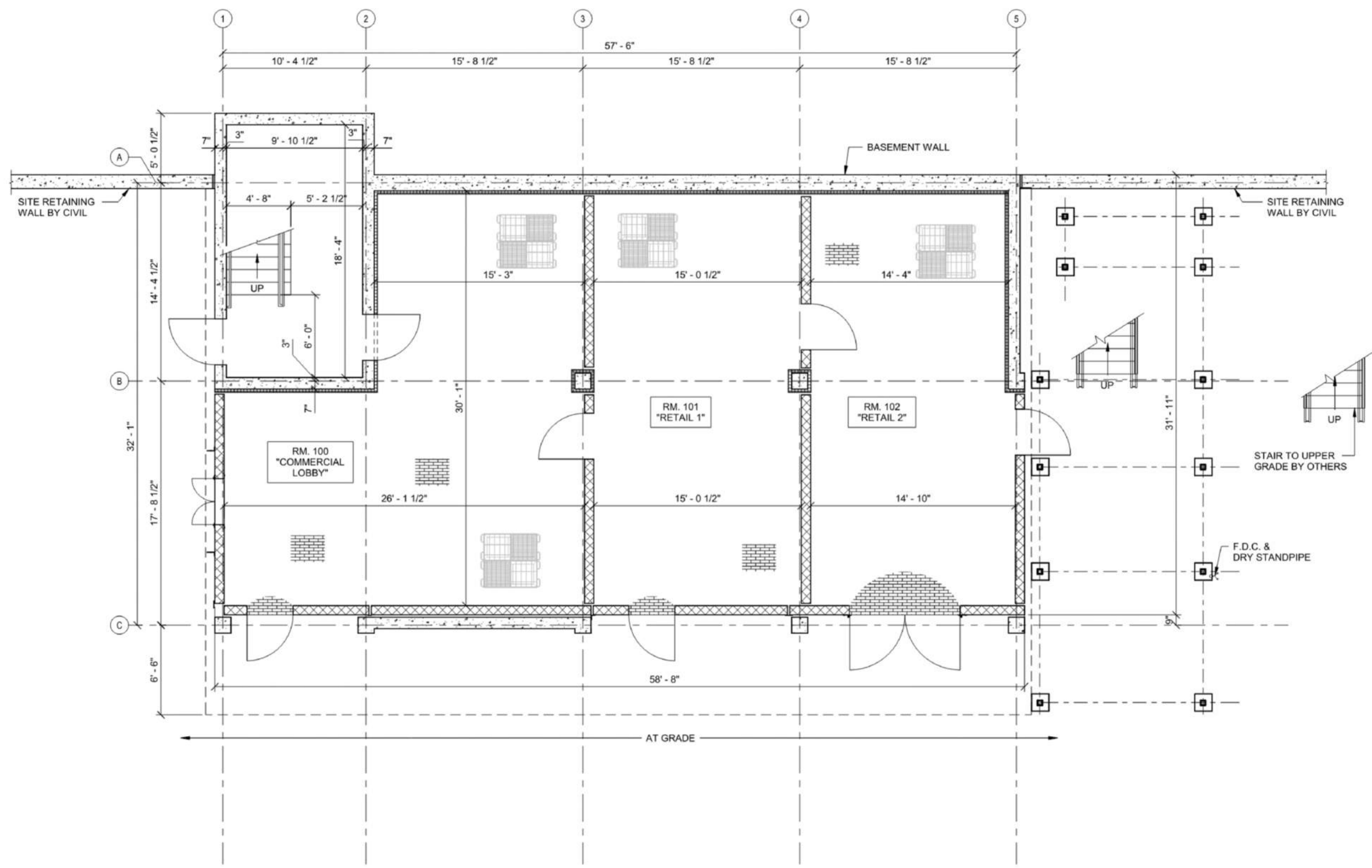
PRELIMINARY 3D VIEWS

AE903

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

CN 10179

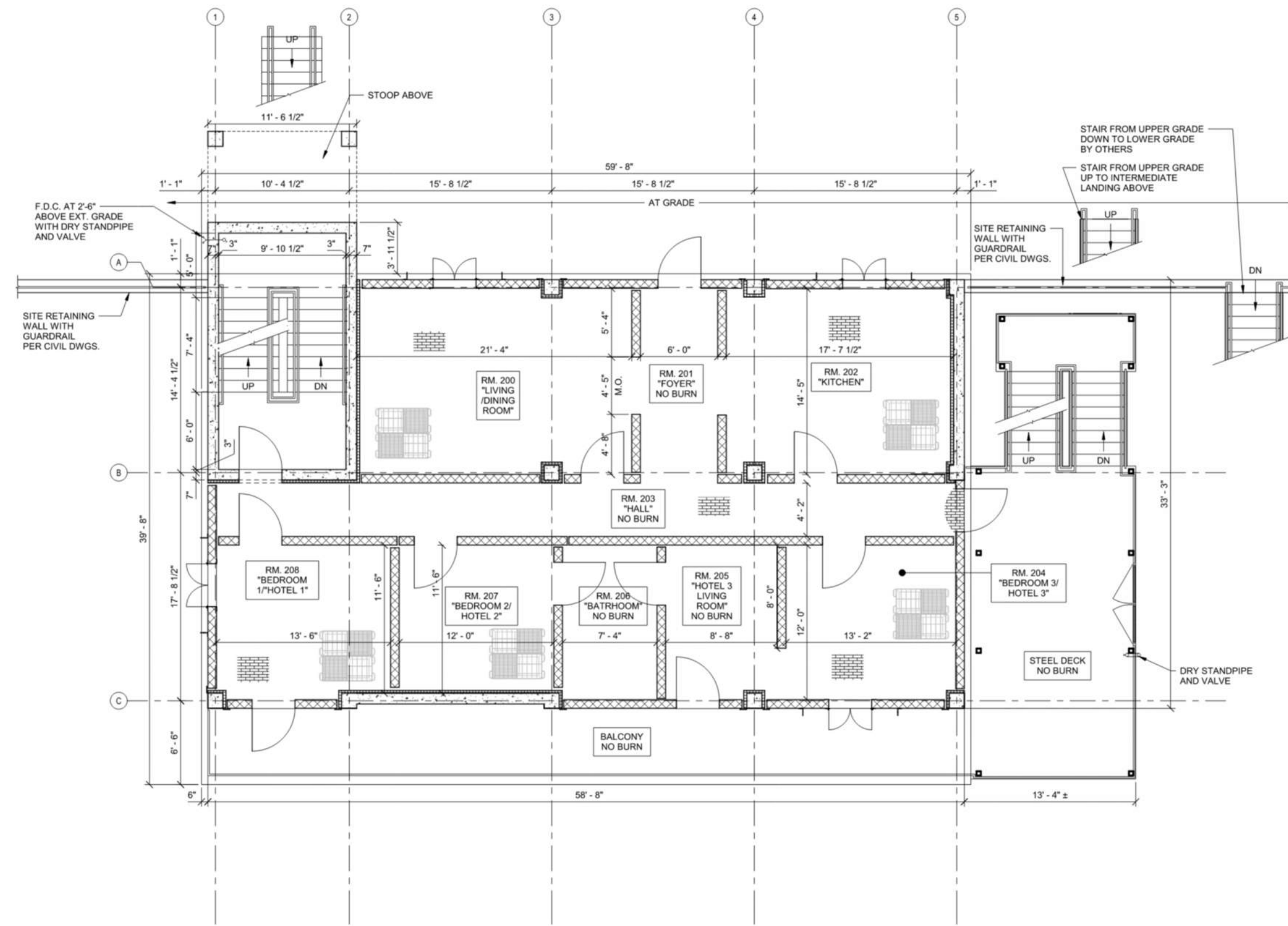
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9669



1

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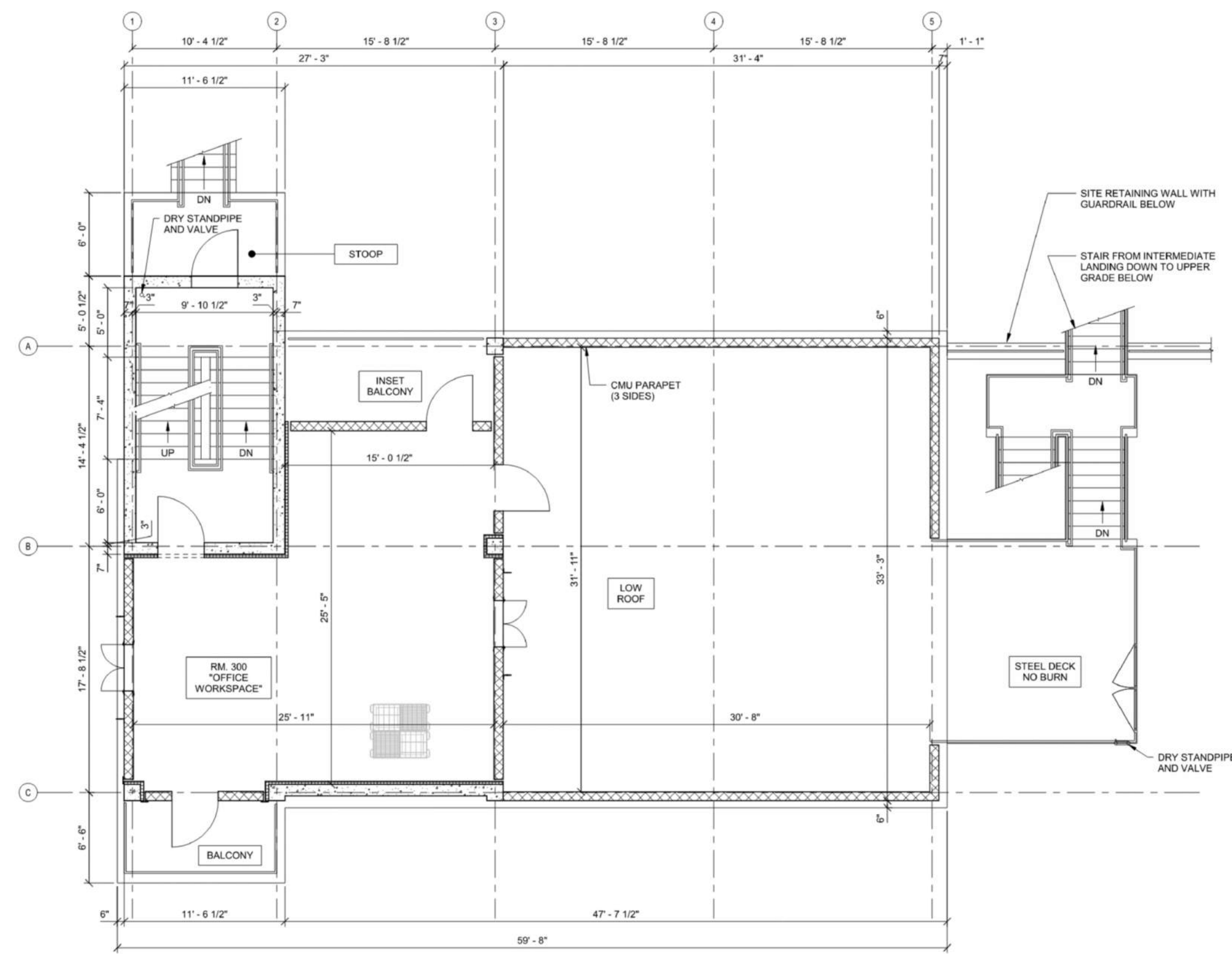
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2

LEVEL 2

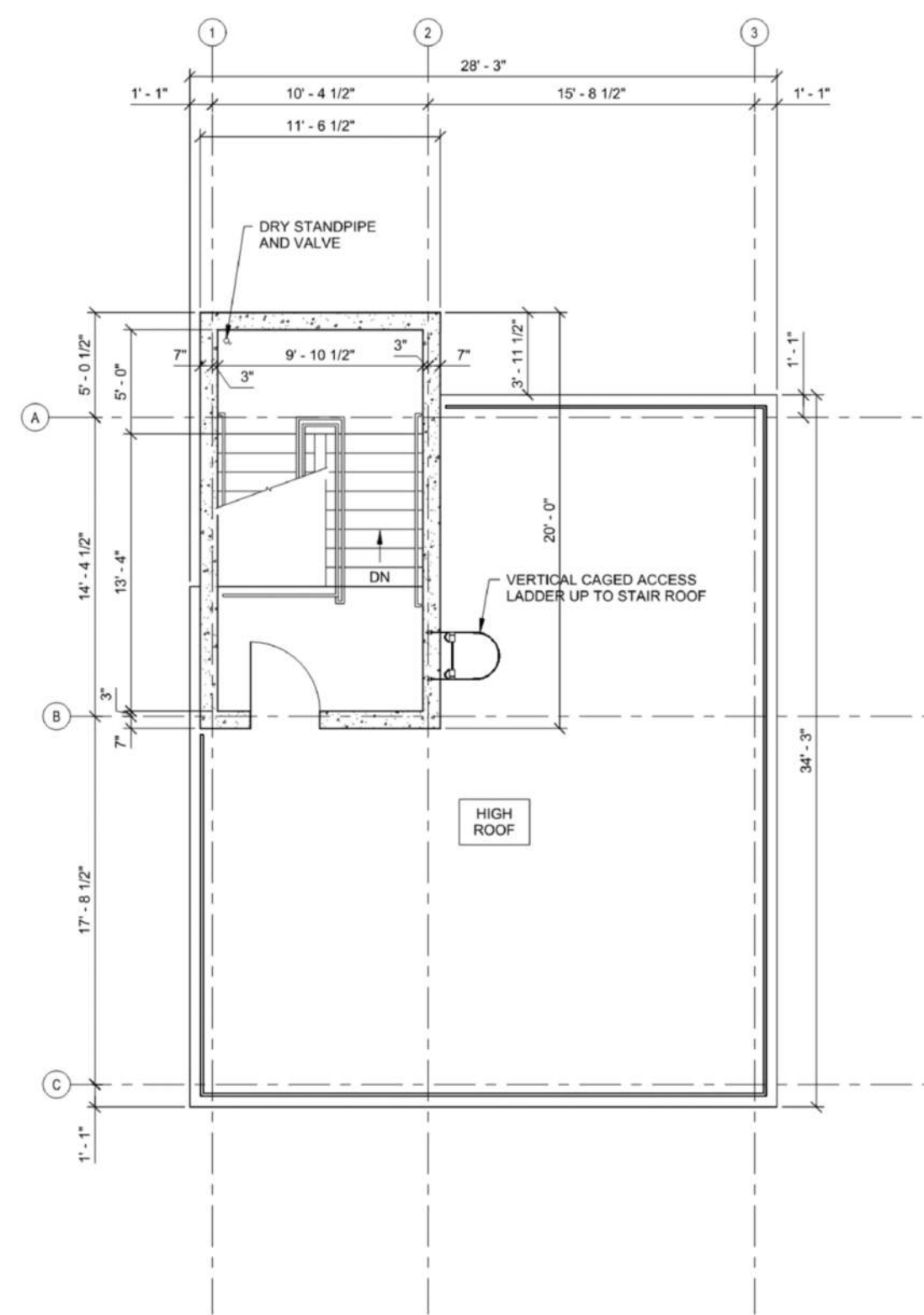
NOT TO SCALE



3

LEVEL 3

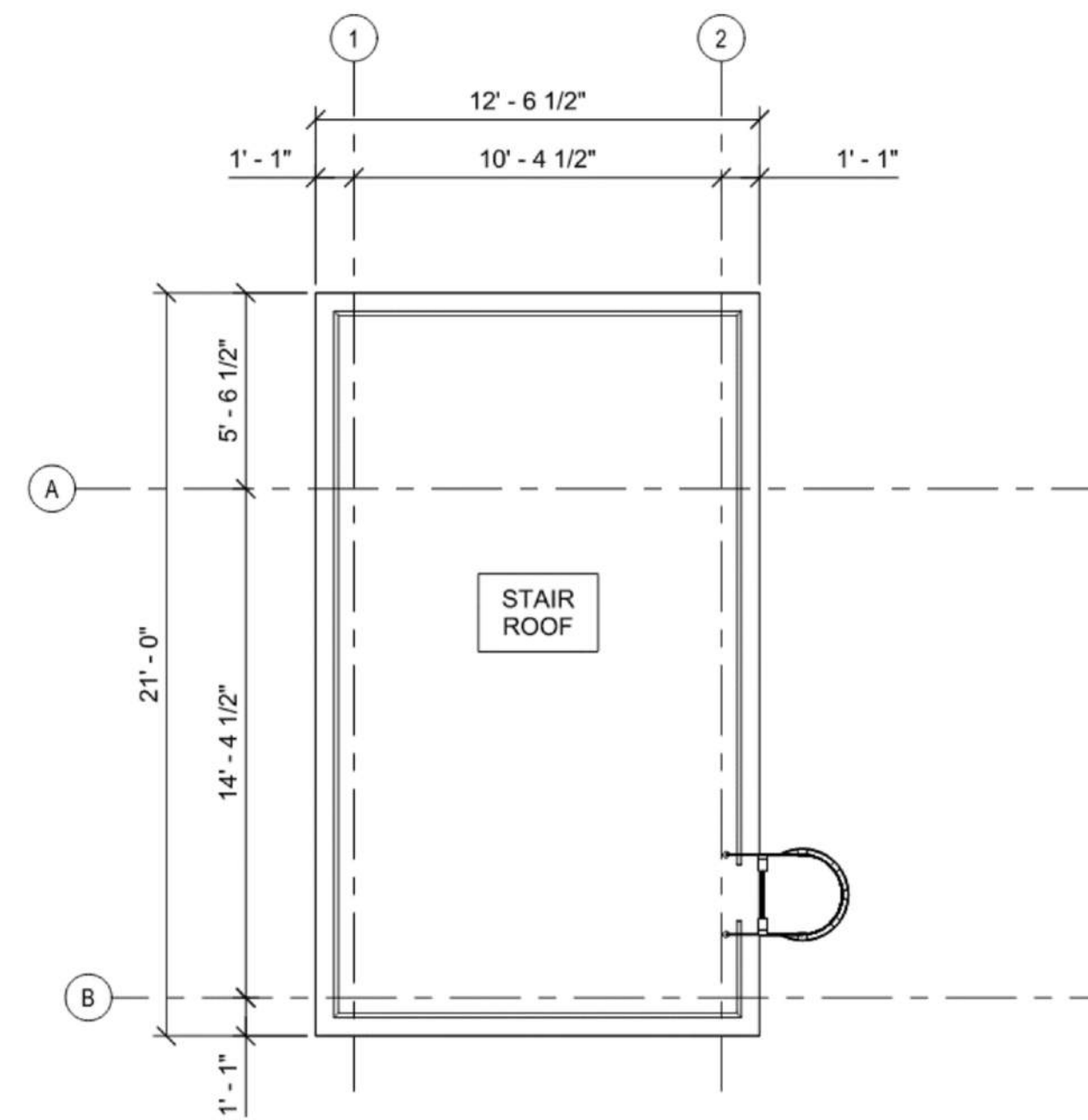
NOT TO SCALE



4

LEVEL 4

NOT TO SCALE



5

ROOF

NOT TO SCALE

Central Piedmont Community College

MERANCAS FIRE TRAINING FACILITY

11700 OLD VERHOEFF DR.
HUNTERVILLE, NC 28078

DESIGNER

CLARK NEXSEN

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

PROFESSIONAL SEAL

SUBMITTAL

10/01/2024

REZONING PLAN

REVISIONS

1	10/01/2024	Resubmittal No. 1
2	01/14/2025	Resubmittal No. 2
3	03/04/2025	Resubmittal No. 3

SHEET

BURN BUILDING PLANS

AE904

DESIGN: EJ
DRAWN: EJ
REVIEW: AMD

CN 10179

3/30/2025 9:28:41 AM
C:\Users\Projects\10179_CPECC Merancas Fire Training Facility_A03_Arty.Dwg.rvt
9669

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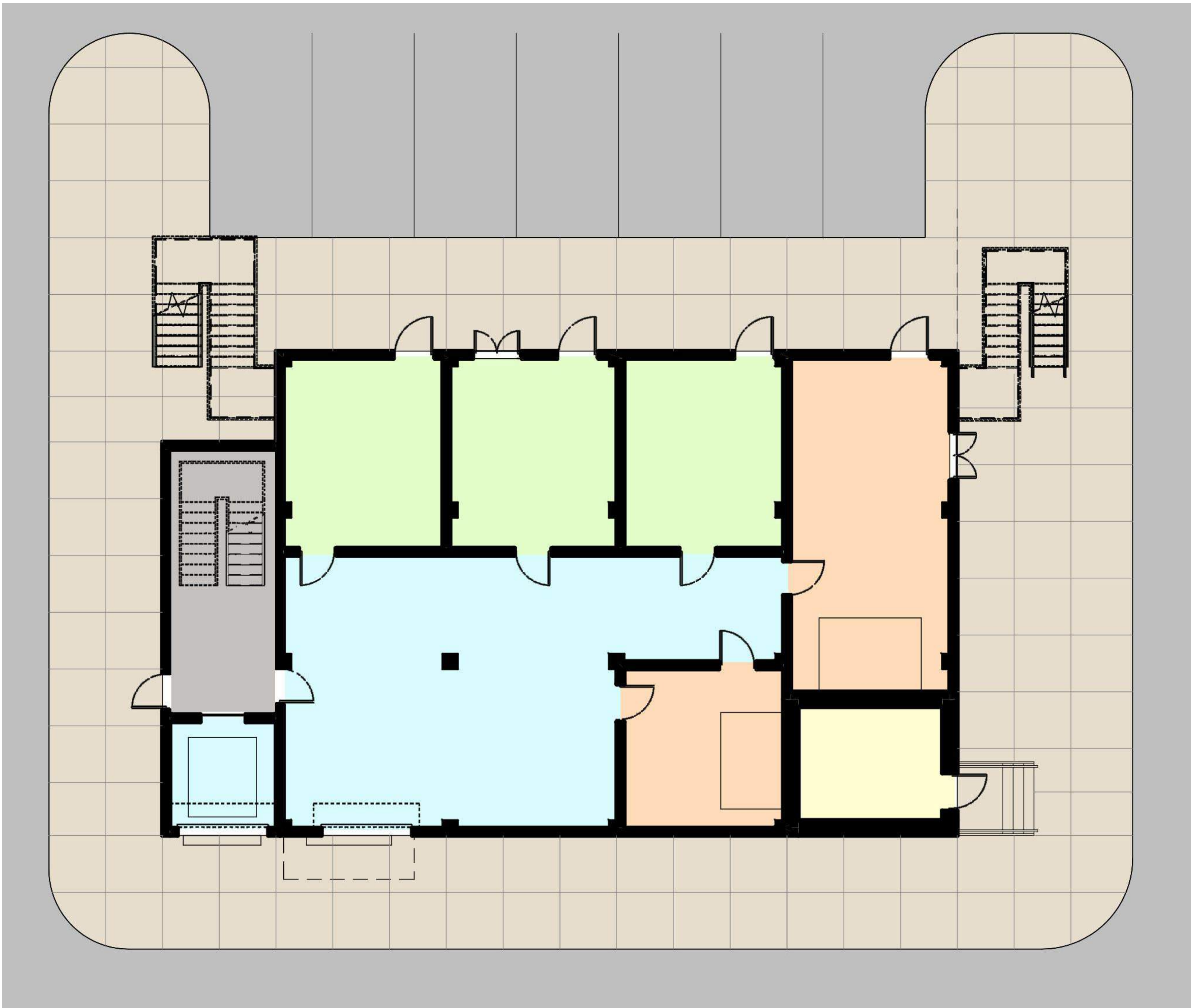
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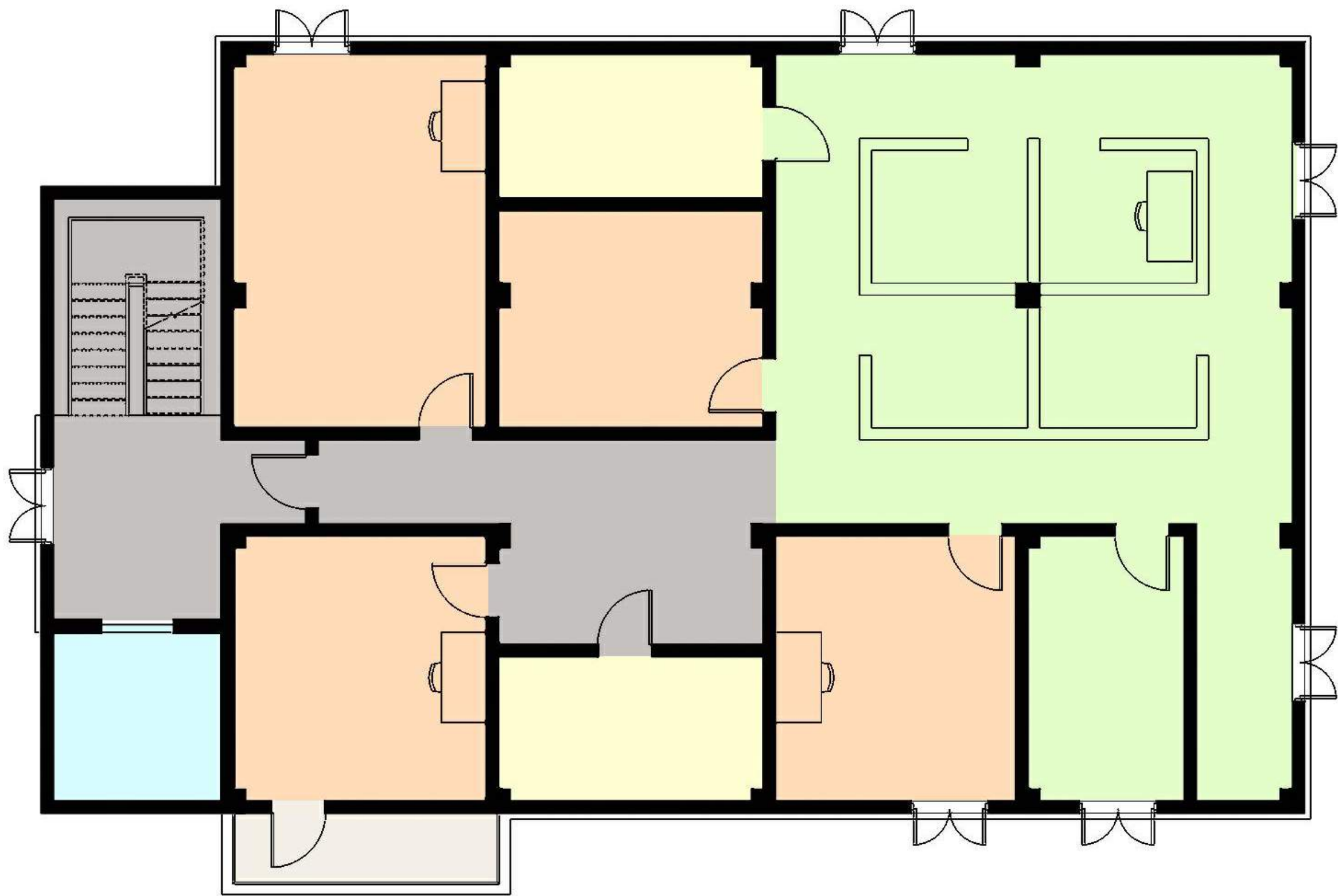
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6



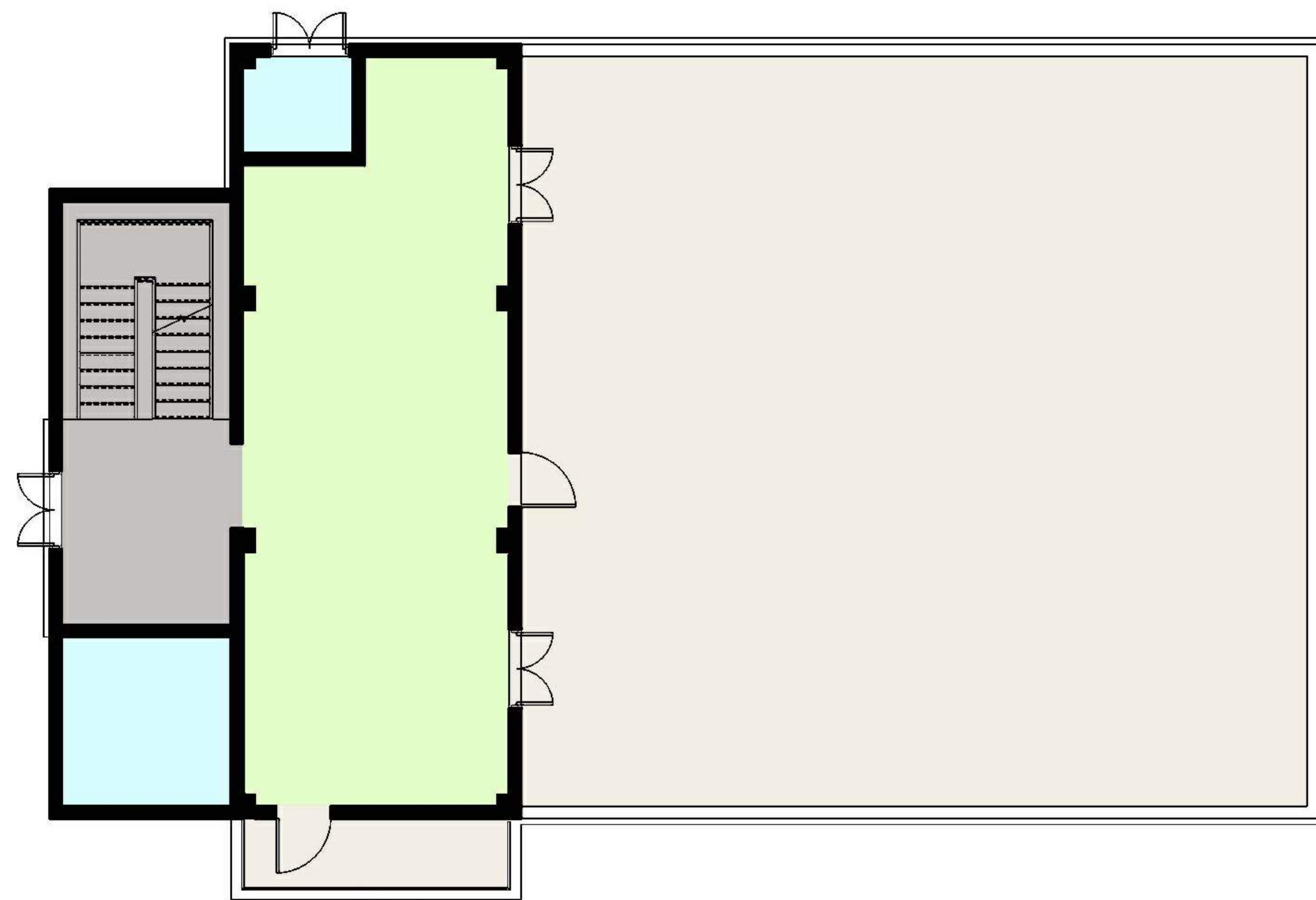
1 LEVEL 1
NOT TO SCALE



3 LEVEL 3
NOT TO SCALE



2 LEVEL 2
NOT TO SCALE



4 LEVEL 4
NOT TO SCALE

- LEGEND
- Specialty Training
 - Flex Training
 - Scenarios/Props
 - Support/Storage
 - Circulation

Central Piedmont Community College

MERANCAS FIRE TRAINING FACILITY

11700 OLD VERHOEFF DR.
HUNTERVILLE, NC 28078

DESIGNER

CLARK NEXSEN

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

PROFESSIONAL SEAL

SUBMITTAL

10/01/2024

REZONING PLAN

REVISIONS

1	10/01/2024	Resubmittal No. 1
2	01/14/2025	Resubmittal No. 2
3	03/04/2025	Resubmittal No. 3

SHEET

COLD TOWER PLANS

AE905

DESIGN: E.J.
DRAWN: E.J.
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) *Update – This comment has been addressed.* The hydrology analysis must be revised to accurately reflect the current existing condition of the site.
- 3) *Update – This comment has been addressed.* Storm Drain Easement (SDE) and Post-Construction Controls Easement (PCCE) must be shown on the rezoning plan per the ESAPM and Post-Construction Ordinance.
- 4) Trees and landscaping must be removed from storm drainage easements.