

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
April 1, 2025 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

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

1. Pre-meeting - 5:15 p.m.

1.A. Discuss Mobility Plan. *(Heather Maloney)*

2. Call to Order

3. Invocation/Moment of Silence

4. Pledge of Allegiance

5. Announcements

6. Public Comments, Requests, or Presentations

6.A. A Proclamation for National Child Abuse Prevention Month. *(Mayor Christy Clark)*

6.B. Presentation and updates from the Greenway, Trail, and Bikeway Commission. *(Geoffery Locke and Ken Stuart)*

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve the minutes of the February 18, 2025 Regular Town Board Meeting. *(Janet Pierson)*

8.B. Approve the Gibson Park Phase II Construction contract. *(Kevin Fox)*

8.C. Approve First Amendment to the 2024 General Obligation Park bond Capital Project Ordinance. *(Pattie McGinnis)*

- 8.D. Call a public hearing for Tuesday, May 6, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #ANNEX 25-01, a request by the Bowman Development Group, Inc., for the contiguous annexation of parcels identified as Fox Vale Subdivision. (*Patrick Patterson*)
- 8.E. Call a public hearing for Tuesday, May 6, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #R25-01 Alex Yards, a request by Alexandriana Partners, LLC to rezone +/- 11.34 acres from Corporate Business to Transit Oriented Development-Residential Conditional District for a multi-family development. (*Jesse James*)

9. Public Hearings

- 9.A. Conduct public hearing on Traffic Calming measures on Dellwood Drive. (*Lora Mastrofrancesco*)

10. Other Business

- 10.A. Consider approving Fiscal Year 2026 Goals. (*Anthony Roberts*)
- 10.B. Consider approving the Ramah Church Road Park Master Plan. (*Michael Jaycocks*)
- 10.C. Consider authorizing staff to submit an application for a Parks and Recreation Trust Fund Grant for the new Fire Station No. 4 Park Project. (*Michael Jaycocks*)
- 10.D. Discuss and consider action on the current speed limit on Stumptown Road between Old Statesville Road (NC115) and Hugh Mcauley Road and Northcross Drive between Hugh Mcauley Road and NC 73. (*Stephen Trott*)

11. Closing Comments

12. Adjourn

General Meeting Information

Town Board:

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

Meeting Time, Place and Agenda:

All meetings of the Board are open to the public and the public is invited and encouraged to attend. The Board meets in the Town Hall at 6:00 p.m. on the first and third Tuesday of each month (unless otherwise posted). Agendas are published Thursdays before the meeting on our website. The Board reserves the right to deviate from the agenda.

Public Comment and Public Hearing Policy:

Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet 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.



A PROCLAMATION FOR NATIONAL CHILD ABUSE PREVENTION MONTH

WHEREAS, children are vital to our state's future success, prosperity, and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have safe, stable, nurturing, and healthy homes and communities that foster their well-being; and

WHEREAS, child abuse and neglect is a public responsibility affecting both the current and future quality of life of a state; and

WHEREAS, parents need support and resources to cope with stress and nurture their children to grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

Now, Therefore, I, Christy Clark, Mayor of Huntersville, do hereby proclaim the month of April as "**CHILD ABUSE PREVENTION MONTH**" in Huntersville, North Carolina.

In Witness Whereof, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 1st day of April, 2025.

Christy Clark, Mayor



Request for Board Action

April 1, 2025

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Approval of Minutes

EXPLAIN REQUEST:

Consider approving the minutes of the February 18, 2025 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**February 18, 2025
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 5:15 p.m. on February 18, 2025.

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

Commissioner Walsh made a motion to go into closed session pursuant to N.C.G.S. § 143-318.11(a)(5) to instruct staff on negotiating the price and other material terms of a proposed contract for the acquisition of real property.

Commissioner Dumas seconded the motion.

Motion carried unanimously.

Upon return from closed session, there being no further business, the Pre-meeting was adjourned.

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on February 18, 2025.

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

Mayor Clark called for a moment of silence.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS

- Recap of Board Annual Planning Workshop held January 30 and 31, 2025.
- Upcoming HPD events.

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

PUBLIC COMMENTS

Melissa Easley, Charlotte-Mecklenburg Schools District 1, provided update to the Board. The top legislative priority for me is to advocate for an 8 percent raise for teachers and staff. Items that carried over from last year include calendar flexibility to allow school to start earlier in August and end in May. New things include wanting to know more about the state direction of AI and how that's going to be used in education, as well as creating new license designation that would be more tailored to bus drivers.

School achievement results have improved. Nineteen schools were removed from the low performing schools. Approximately 83 percent of the schools met or exceeded growth from the state.

The district is up 2 percent in multi-language learner project, which is outpacing neighborhood districts.

Bond update. North Meck has already been designed and is finishing up permit issues. The middle school for this area is being worked on. Huntersville Elementary will open in 2028. Cornelius Elementary is projected to open in 2030.

Concerning the NDO that is on agenda, CMS prides itself on our diversity among our schools, our students and our staff.

Dr. Nikki Hill, Chief Learning Officer, provided update on Discovery Place Kids Huntersville. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

Dr. Hill requested the Board consider allowing Discovery Place Kids Huntersville to utilize vacant space on the third floor of the Town Center building once no longer occupied by the Town.

Commissioner Rivers said you mentioned expanding. Are you seeking funding or just space?

Dr. Hill said we are currently seeking space. We're not seeking funding. We are only asking for the opportunity for us to utilize the space that is very valuable to us.

Commissioner Quarles said I personally think that your growth and expansion would do wonders and have a huge economic impact to our downtown as we revitalize our downtown. You mentioned something about you've raised \$3.1 million for your build out. Will that be from reserves or part of your capital campaign?

Catherine Horne, Discovery Place President and CEO, said we have been fortunate even with Covid to be able to reserve funds that were first generated from the economic investment of our visitors and members here so that we have working capital to begin to invest in these new exhibits and to expand the age that we serve.

Commissioner Bergsman said I believe you said 97 percent of exhibits will be touched by this renovation. Can you expand on that a little bit more of what's going to change or be different about the current exhibits other than the Town Center section?

Dr. Hill said we are going through concept drawings right now and understanding what the town wants from our community conversations. We are looking at expanding the grocery store. That is one of the

most loved exhibits in our space. The cafe will get a new look about it. We want it to resemble something here in Huntersville, so I'm not going to give out all the secrets. When we say that we want to pay homage to the community, that's exactly what we want to do with inside that museum. It becomes a place where our younger audience can have a town of their own and when they walk in, that's what it's going to feel like. The new Town Center, very welcoming to all ages and a lot of developmental milestone areas. The toddler area will be removed from the front of the museum and put in a different space to utilize space a little bit better. You will see I'm trying not to give away too much here. There'll be a new exhibit area in there about transportation. The bank will go away. I can just tell you it's going to be impressive.

Commissioner Bergsman said my only other question was do you have a timeline in mind already of how the expansion and possible expansion would progress?

Dr. Hill said as we know, construction has its own schedule, but we're looking at late 2026, early 2027.

Ms. Horne said one of the things that we've done is to really pay attention to when the museum's visitation demand is the greatest and tried to avoid that. We have four museums and so we really understand what happens between Thanksgiving and Christmas, not unlike what retail is doing as well, but in our case it's the early fall where everyone is sort of getting back into school, they're getting back into their rhythm and things do slow down a little bit for us and so it's when we do a lot of training and exhibit repair. In this case we will be taking that period of time in the fall of 2026. It's hard to work in the future sometimes in 2026 to be able to make those modifications and to do it in the shortest possible time.

Commissioner Dumas said you mentioned that you are moving your offices upstairs. How much space do you anticipate needing?

Dr. Hill said I'm not going to answer that because I don't know and I don't know what the needs are of the Town either. Right now, we don't have enough office space to support the actual staff that support this museum here. We would need to look at it and just see what makes sense to help us get up there.

Commissioner Dumas said I think that would be really helpful for us to know when making this decision.

Commissioner Walsh said people who know me know I'm a monies person. I know that part of the second floor you guys don't currently have, so you're asking for the space there also, right?

Dr. Hill said the second floor we currently have.

Commissioner Walsh said the storage area?

Dr. Hill said no, we do not have that space.

Commissioner Walsh said then you're asking for some additional space on the third floor. Right now, our debt service on that building is \$564,000 a year. Adding in utilities that's another \$112,000, so roughly about \$700,000 it costs us to operate that. Are you asking us for more space and not wanting to partner to pay for any of that space? I'm just trying to understand.

Ms. Horne said I think that's a discussion that just needs to be had to understand what the needs of the Town are for that space because I'm sure you want to have it be used at the highest and best purpose,

but also recognize that as a non-profit we are here providing services for the community, particularly with our Welcome program and the programs that we're doing with schools and teachers at the lowest possible cost or no cost at all. I think we'd love to be in a conversation to understand how to best accomplish all of our aims.

Commissioner Walsh said I appreciate that. We're suffering with space needs, too.

Ms. Horne said hopefully it's going to get a lot better.

Commissioner Walsh said for part of it, but we are looking at it for an expansion for police.

Commissioner Quarles said I do have a comment concerning what Commissioner Walsh said. Sometimes we get locked in on what it costs to run the facility, but I do not think you could put a cost or value on education. Our children, as well as the economic impact that you all will bring.....you'll bring more business to this town, you'll bring an audience that we currently don't have. You're increasing your customer base. So again, that's something that our Board will discuss. Please don't get locked in on how much it costs to run the business or the building. I think we should look at what's most important to our town and how do we partner with Discovery Place Kids because you have been tremendous for us as a partner.

Commissioner Walsh said just one follow-up, and I know you won't know this right now, but also as a part of those discussions, a lot of times you talk about number of visitors, but typically we're looking at what is the economic.....what are we getting back in taxes so to speak for that investment and stuff. It might be something to look into.

Commissioner Hunt said can you tell us a little bit more about the STEM section? It looked like maybe robotics, but can you explain what that will look like?

Dr. Hill said we're hoping that on the second floor we will bring in all of the STEM components, so robotics, technology, engineering ideas. There will be opportunities for kids to create things on their own, makerspace that has real tools, opportunities for kids to really understand what the standards are in the classroom because any programs that we do, we also go to the standards to make sure that they're matching that opportunity. It will allow us to support the older elementary, middle school students within their context. There's not a lot of things that are offered around the STEM area, especially here in Huntersville. That was something that we were told over and over again that would be really important in this space. You will see a lot of robots, technology, a lot of activities.

Commissioner Hunt said would you be willing to partner with our Environmental Sustainability Committee to provide events and educational opportunities in town outside of the museum?

Dr. Hill said we already met with her. We met with her about a month ago. Yes, we have an environmental sustainability initiative for Discovery Place and we look to expand that out here to Huntersville.

Commissioner Hunt said like an event in the community or in the museum?

Dr. Hill said either one.....both.

Ms. Horne said thank you so much for the great partnership that we've had for the last 11 years.

Leslie Wilson said I'm the Director of Educational Partnerships at the ADA Jenkins Center. At Ada Jenkins, my team and I are dedicated to ensuring that elementary students and their families have access to the educational support they need to thrive. Our overarching Learn Works program, which stands for Linking Everyone to Achievement Resources Now Works is a comprehensive enrichment initiative that provides critical literacy support through evidence-based instruction, hands-on learning inspired by literature and essential enrichment activities including financial literacy, career exploration, and social emotional learning. Our mission is not only to help students catch up, but to empower them to excel both academically and personally. I'm here tonight to speak on behalf of one of our most valued partners, Discovery Place Kids Huntersville, whose commitment to hands-on education has transformed the lives of countless children and families in our community, in the Huntersville community. For the past 15 years, Discovery Place Kids Huntersville has enriched the lives of our kindergarten through second grade students through engaging field trips that foster curiosity, creativity, and learning.

This year our partnership expanded to include social emotional learning and career exploration for our kindergarten through second grade students. With our most recent field trip this past December providing invaluable opportunities for family engagement, parents and guardians left not only with cherished memories, but also with the practical strategies to support their children, their wellbeing and interest at home. At Learn Works we serve kindergarten through fifth grade. We keep asking Discovery Place Kids Huntersville for more content experiences for older students and Discovery Place kids Huntersville listened. They understand the critical need for older children to have access to enriching educational experiences that ignite their passions and shape their futures. We are thrilled about their expansion to include such opportunities for multi-generational connections. This is more than a request for space. It's an investment in our children, in our families, in our community's future.

John Foster said I'm a resident of Huntersville. After everything we've heard this evening, it's going to be tough on trying to decide on what direction I want to go with my 3 minutes. I can remember back when Discovery Place Kids was first mentioned about possibly wanting to explore coming to Huntersville. Many residents at that time said that it would not work, didn't need it and everything else. Well, it has done more than just work. It's been an extreme success. Any town in our region would be tickled to death to have DKP. We need to make sure that DKP continues to grow and to expand. Anything that we can do to help them, do it. Nick, how you talk about the financial side of it. When people move to Huntersville, they ask what's there for me. Well, when we look at downtown, the only thing that we have here is DKP, other than Foster's Frame and Art Gallery. Other than restaurants, that's it. We need to be looking and seeing how can we find two or three other cultural facilities like DKP to put in our downtown area. When people move here, they help pay taxes, resident homeowner taxes. Part of the tax dollars help cover the cost of DKP. We need to do whatever it takes to let them expand to the third floor so they can continue to grow and make sure that our kids continue to grow along with the Town of Huntersville.

I'm going to go off script for a second. You all have done a great job the last year and a half. We need you here for another two years. I ask you tonight, let's leave NDO on the table until after this election. Sometimes you need to walk away from some things and I'm asking you all to walk away from it tonight. Make sure you get back in office. There's too much going on in our town for us to lose the team that we have up here now.

Dr. Elise Demeter said I work at UNC Charlotte as a scientist and a researcher. I'm a resident of Huntersville and most importantly for tonight, I am a mom to two boys, 7 and 10 years of age. We have been members at Discovery Place Kids for years. We used to drive from Harrisburg here. They're not

kidding when people say they come from all over. When we moved to Huntersville in 2020, we've continued to be members of Discovery Place Kids. My children have also gone to their summer camps and in 2023, my youngest was 6, he had a birthday party at Discovery Place Kids and when we got to the party room, the staff who greeted us said we saw Daniel's name on the list and we recognized it from his time in our summer camp programs. This was months before, and they said we pulled our personal funds and we bought him a Lego set because we remember what a sweet and kind camper he was and we just want to make sure that he has the best birthday here with us today possible. I think that shows you how much above and beyond they go. Their customer service is unparalleled.

I was really excited when I heard that they were interested in expanding their offerings for upper elementary, middle, and even high schoolers. I told you my boys are 7 and 10. This is for them and I cannot be more thrilled. My youngest, he's a future engineer. He's going to love that robotics exhibit. We want to go to Discovery Place Kids. We want to walk across the street, have pizza at Slice House. We want to hit up the grower's market on Saturday mornings and then come over to Discovery Place Kids. We want to go see John at your frame shop. My kids love your store. This is the way that we can enhance our downtown and enhance our offerings. If you don't have young children, you might not know that place is slammed. I'm all too aware that while we're serving our young children so well, expanding the age range is extremely powerful. We would love to continue to go to Discovery Place Kids for many more years to come and so I really hope that this gets passed.

Jacqueline Jewel said I'm currently an experienced Facilitator at Discovery Place Kids Huntersville. While I'm here with a number of my colleagues and as a paid employee, all opinions and experiences I share with the Board today are my own.

When my family and I moved together to the Charlotte area, we spent our first few weeks in a hotel. I was a young and very rambunctious child. I loved to learn and was well on my way to become the ferocious reader I am today, which meant that I desperately needed something to occupy the time that would've been held by school before I was integrated into the CMS school system. In all of her wisdom, my mother who is here this evening, thought it would be the best course of action to take me to Discovery Place a couple blocks away on North Tryon.

I remember the joy of making shoes out of found objects and duct tape. I remember building skyscrapers out of Jenga blocks and a very dear memory is me and dozens of other local Girl Scouts having a sleepover inside of the museum. Note to the wise, don't take a very long rest on the wooden planks going into the Rainforest exhibit. It's not very comfortable for your back, even as an 8-year-old.

When Discovery Place Kids Huntersville opened 15 years ago, I was a little bit beyond our intended range for attendees and for many years I was frankly a little bummed that I didn't know what was inside. So last November I saw a job listing and I jumped at the opportunity. For the last few months, I have been working with an incredibly hardworking staff to deliver the kind of experiences and joy that so many residents of Huntersville experience.

When it was brought to my attention we were looking to expand the footprint of our museum to better serve kids in middle and high school, I was immediately on board because I was that middle schooler. I was that high schooler. The interest in STEM, I was looking for a place that was non-judgmental and local to nurture those passions. In preparation for addressing the Board today, I wandered over to the Discovery Place website for some inspiration. Navigating to our history page I found something that struck a chord with me. We continue to be a destination for families to enjoy fun-filled, interactive experiences that encourage curiosity, creativity, and a lifelong love of learning.

I want to draw your attention to destination. We're a member of the Association of Science and Technology Centers Passport Program. It is a robust initiative that incentivizes free reciprocal general admission for members that travel over a radius of 90 miles to attend our museums. We see lots of families from out of town visiting grandparents and vice versa. And we have a very loyal base of customers that travel from every single bordering state of North Carolina to attend our museum. Earlier this week, I greeted a family that confided in me that they drove from Georgia very early that morning just to hang out with us that morning. Discovery Place Kids is a major draw for Huntersville. I can't tell you how many times I have cleaned up pizza boxes from the Slice House in the comfort corner.

BeeJay Caldwell said my comments tonight are regarding Huntersville Rosenwald School #2 for black children. As you know, it's the Dellwood Center. I'm concerned about the length of time these restoration repairs are requiring. This facility was much used and needed by residents in the Pottstown and East Huntersville communities and it has not been available since February 2024. At that time, the date for our ability to use it was May 2024. A new date of September 2024 was given and that was moved to March 2025. When I called last month, the new date is May 2025. Now groundbreaking for the new town hall and its progress has moved faster than the restoration work at Dellwood Center. A question on the minds of some is why and how can the erection of a new building make more progress than a water restoration project on a small building.

Bill Fountain said a while back the Charlotte Observer interviewed three CMS teachers on how to retain teachers. One of the teachers asked what I thought was a great question, should our public schools be the social net of last resort. The teachers noted that they were not trained to be social workers, police, nurses, psychotherapists or counselors, yet they were expected to fill these roles. They wanted to just teach their subject area in orderly classrooms. Schools should be sites where intellectual workers, i.e. teachers, create a dynamic learning environment which supplement, but not replace, the family in helping young people discover question and create. Yes, to learn how to think but not what to think. I'm not saying that social net isn't necessary, but why place this burden on teachers' shoulders. It appears that the previous school boards lost sight of the main purpose and that is to prepare students to be career and college ready. Now, could it be that they focus a little bit too much on social engineering.

Also, according to the US Department of Education, the school district administrative positions have grown from 2000 to 2019 to a whopping 87 percent while the teacher population grew at 7.6 and the student population by around 8 percent. With all of these added administrative positions, it's no wonder that CMS doesn't have the funds to be able to help pay teachers an extra supplement, as Mrs. Easley was speaking about.

Now, also to another point is that speaking of social engineering, it looks like the town commissioners want to impose an NDO, a non-discriminatory ordinance, on small businesses. Now these NDO's are really DACO's, which is Discrimination Against Christians Ordinance because they promote the LGBTQ mindset, which is a mental disorder. Yes, it's chosen behavior rather than a physical impairment because like hearing or sight, the NDO's are justified based on compassion, yet real compassion is to help someone follow their God-given natural nature, like natural law and biology. Remember that the NDO's are really DACO's Discrimination Against Christian Ordinance. But I do want to close with one thing. I want to say an attaboy to Discovery Place.

Robert Peter Paul Jakaitis said I'm here to expose a disturbing web of corruption involving Lowe's Home Improvement in Huntersville and corporate all the way up to the CEO Marvin Ellison. On July 23, 2022, a Lowe's manager in Huntersville assaulted Terecita Plasencia causing documented injuries. When we

reported this to Huntersville Officer Earl Gordon, he told us to investigate it ourselves. Then on December 21, in what appears to be an orchestrated retaliation, Gordon arrested Ms. Plasencia. That morning I reported her missing to Cornelius Police. They made me wait two hours before revealing she had been arrested by the same officer who refused to investigate her assault. Even more troubling we've discovered Cornelius' Police Sergeant Matthew Ferrucci was simultaneously working as a Lowe's HR investigator during this period. They call that a conflict of interest with a police officer. Consider this pattern and we have more. It has been time to come out. We've been dealing with this ourselves, but no more. I'm not going to deal with the lies anymore, the manipulation by their attorneys and they're shaming us publicly with false reporting, false reports to the Huntersville Police, making up reports.

Terecita Dejesus Plasencia said if you visited the Huntersville Lowe's, you would know me as Terry. I assisted as an employee in the Home Decor department after being a head cashier, manager, supervisor at the front end. Never a conflict, never a problem. When they say see something, say something, you shouldn't face retaliation criminalization for doing so. That's why people don't speak up. I'm old. I'm old today. First time I stood before you was October 15, 2024, my 63rd birthday. And I briefly let you know that I do not have a criminal history. I've had two driving tickets in almost 50 years of driving. I'm a 40 year paralegal. I have always worked on my own, funded myself to help people who couldn't help themselves from a domestic violence court advocate giving abused women orders of protection. I translate English, Spanish, Italian for individuals who cannot defend themselves enough. I've always represented the people who cannot defend themselves today, that is me. In retirement that's something anyone would expect. But it is my reality and I will fight for the people who don't have a voice. The ones that are abused by a corporate system that controls the people who don't have the education, the funds or the support. I turn to the public. The government officials know it from Iredell, Mecklenburg and all the towns in between. I am not a threatening person. I never have been. And everyone that raises their voice does not do it as a threat. But the first line of defense of a human being when their life or someone else's life is in jeopardy is to yell for help.

Jennifer Roberts said I was a county commissioner when Discovery Place Kids opened and I remember coming up and just having a wonderful time and it's great to hear all the things going on in Huntersville. I did a lot of speaking about parks and recreation and libraries and Discovery Place is great. I've been a county commissioner. I also was mayor of Charlotte and I'm here tonight just for a few minutes to stand up for the LGBTQ community. I'm a straight ally and I know a lot of my friends, I have service providers, I have doctors who are gay and what I know is that they feel very threatened and harassed and bullied. We did an NDO in Charlotte. We did a survey and found there were gay couples who were actually turned away from hotels because they walked in holding hands, same sex couple, and the hotel didn't believe in them and turned them away.

We did a survey. We had almost 200 responses. We heard people who were refused service at restaurants. Now, this was years ago. It still happens and it's not an imposition to say just treat people with dignity and respect. Just let them use your public accommodation. Don't judge them because you don't like their hairstyle because discrimination on hairstyle is part of it, too. But we're a welcoming community. We are compassion, we love our neighbor. That's what makes people love North Carolina. There are 21 other communities who've already done this, including little Wendell, which is 9,700 residents. So even small communities can make a difference, and that's all the difference that we know. I know you're not voting on it tonight. You're going to discuss it. That's great. Let's embrace those who are being targeted, those who are being left behind. Some of our children are part of that. They know that they're gay. They were born that way. They can't do anything about it. We should love them for who they are and embrace that. And that's all, I'm just here to speak on behalf of that community. I have friends in that community. You have colleagues in that community. We all have family members

and neighbors. They may not be out to us because they're afraid. Let's just be welcoming. And you know what, Jesus never said anything about homosexuality. I know my Bible, too.

Braxton Becoats said I serve as the president of the African American Caucus of the Mecklenburg County Democratic Party. My organization proudly signed onto the joint statement between the LGBTQ Dems of Mecklenburg, the Mecklenburg County Chapter of the Jewish Caucus, as well as the Young Dems of Mecklenburg in support of the proposed non-discrimination ordinance.

I want to take a few minutes here to paint a picture. Imagine a world where people are discriminated against daily. Imagine a world where black women can't wear their hair in natural styles. Imagine a world where LGBTQIA+ children go to school, a supposed safe space, and can't be safe or comfortable. Imagine a world where the president of the United States is working daily to dismantle diversity, equity, and inclusion practice. Imagine a world where people are literally scared to walk out of their houses and express themselves.

But wait, I think I just confused myself. I told you to imagine this world, but I need you to do me a favor. Raise your hand if you have heard of a story like this. Raise your hand if you've seen a news story recently along these lines, because it's the world. So to this end this evening, I am going to ask the Huntersville Town Board of Commissioners to support the non-discrimination ordinance before you.

Although this ordinance will not completely stop discrimination in Huntersville, it does make a statement. What is that statement you ask. Huntersville is an affirming and accepting community. I'm certain that this statement is not a controversial statement. In my years of living, I have yet to find someone that doesn't want to live in an affirming community. Unfortunately, where national and state leaders lack the courage, it is up to our local leaders to pick up the slack. Remember that as you consider your position this evening for this reason, again, I am asking this Board to not only talk about it, but be about it.

Please vote in favor of the non-discrimination ordinance and showcase to the residents of Huntersville that you are willing to put bold policy statements behind the aspirational beliefs for Huntersville that I am sure we all have.

Pamela Schmitz said I know you have a lot of things to weigh with the non-discrimination ordinance, lots of things to consider. I just want to thank you for considering this in the first place. In our world right now there's so much anger, hurtful things being said to members of our community. I thank you for standing up and saying we need to discuss providing, recognizing all the members of our community. I want to remind you that our kids are watching what you're doing. I know you have lots of considerations in this, but thank you for considering the end deal.

Lance Munger said I'm speaking tonight on behalf of the NDO. I consider myself to be an ally of it. Given our current political environment and the discussion we are having tonight my thoughts turn to a particular poem written by a Pastor Martin Niemoeller that unfortunately I believe needs to be brought up once again. First, they came for the communist and I did not speak out because I was not a communist. Then they came for the socialist and I did not speak out because I was not a socialist. Then they came for the trade unionist and I did not speak out because I was not a trade unionist. Then they came for the Jews and I did not speak out because I was not a Jew. Then they came for me and there was no one left to speak for me.

I do realize that as an elected official, you're pulled in many different directions and you do your best to listen to the people and when the majority of the people demand something, you'll be inclined to follow their directive, but you also need to make sure that the minority voices are being heard as well so that their hopes, dreams, and basic rights are not being trampled. One of the most important jobs that you all have is to lift people up and help level the playing field for all your constituents. I'm asking you to please support the NDO. If you do not like it in its current form, work with your colleagues to find a compromise as compromise is the true nature of a functioning government.

Scott Coronet said I've lived in Huntersville for about 10 years. We love it here. I'm here to discuss about the NDO and I just want to give you a little story. When we first moved here, we have a daughter and we were scared to death every time we went to bring her to daycare. We didn't know if that daycare would actually accept us because we were a gay couple. We would start out when we interviewed them saying, hey, we are gay, if this is a problem, just say you're full. And we had to look through quite a few before we actually found one because they said they were religious institutions, so we weren't sure if we'd be accepted. From what I have read from this, this has nothing to do with doing anything to a church or any religious institutions. I do say I wholeheartedly support this. I thank you so much for putting yourself out there and supporting the minorities. I know myself, I feel kind of scared in this environment and I think you guys stepping up, taking charge and showing us that you care really means a lot. I voted for many of you, so I really appreciate everything you've done for us. Thank you and I'll be right with you in the next election.

Briana Rinaldo said thank you for taking the time to discuss the important topic this evening of the non-discrimination ordinance. I'm incredibly grateful for the work that you're doing to put forward an initiative like this. I'm a Huntersville resident, active community member. I serve on the board of the Carolina Raptor Center. I'm an active member of a multi-cultural arts collective that brings education and performances to North Carolina. Professionally though I've worked in corporate and inclusion and culture for more than half of my career, and so far I've done extensive work in corporate inclusion and how to build strong sustainable company cultures. However, I've learned through that work that words matter, spoken, written, sign language are important because our intentions and values matter. An ordinance like this may seem like just a piece of paper, but it demonstrates a commitment to inclusion I believe our community already possesses and saying that, why do we need to formalize it.

I'm going to give you a little bit of the perspective from the data from my corporate experience. Given that experience I've seen that businesses and a business in social cases for non-discrimination policy and inclusive policy are incredibly strong. Data shows that the more inclusive a company is and the more willing they are to hear opinions from people of all backgrounds, the more successful they are. Additionally, employees at companies with embedded policies around inclusion report a higher likelihood to remain at that company as well as higher satisfaction rates on their annual company surveys, so Huntersville incorporating policies that have been successful and profitable at corporate entities is not only the right thing to do, but a smart thing to do.

On a personal level, I'm black, I'm a woman, I'm queer, and in about six months I'll be a mother. I know what it means and I know what it feels like to be marginalized. I know what it means to be underestimated to be a minority, and I want my children to know that the town they're born into does care about their identity, not so that they can be excluded, but so that they can be honored and seen as valued for their background and perspective like I think all of us should be.

I also have a great amount of privilege. I was raised in a white family. I'm in a straight passing relationship and I by no means am socioeconomically disadvantaged and I'm currently able-bodied and

that makes me even more compelled to support initiatives like this one because so many people I share identities with will never have the chance to speak up for it and I'll speak up for it every time. With that, I truly hope the non-discrimination order passes, and I think it's the right thing to do for my family and for Huntersville.

Samantha Bocook said I'm a native Charlottean, though I don't sound like it. I've been in Huntersville for about 15 years. Graduated from North Meck. I am the Director of Operations for a progressive voter mobilization firm, which is a lot, but there's a big reason of why I do what I do. I have a really wonderful black grandmother and she taught me the importance of giving back to our community and advocating. As a black woman in the sixties and seventies, she canvassed in Myers Park, which is probably a very scary feat. I can't personally imagine that. Additionally, I'm also inspired to do what I do by a man by the name of Bob Culbertson. He was a school board member in the seventies as well. He was extremely passionate about education, equality and protecting and lifting the most vulnerable of us. It matters to me especially because I am a queer Jewish woman and I think it's important to do the bare minimum for all of your constituents. I do think that the NDO embodies integrity, which I define as the consciousness and morality in the absence of others, so no matter what it looks like you do the right thing no matter what.

I would like to end with two things. One is a quote. Throughout history it has been the inaction of those who could have acted; the indifference of those who should have known better; the silence of the voice of justice when it mattered most; that has made it possible for evil to triumph. That was Haile Selassie. I also think it's quite interesting that there are qualms about the NDO. I understand that it's not face level, I get that, but I think it's very interesting that you literally on the screen, you have an NDO, essentially, like this is a safe place. Nobody can be discriminated against here. I just don't think it makes sense to not include the entire community of Huntersville.

Hope Wiley said I come tonight to ask you why you feel it's necessary to pass a non-discriminatory ordinance when you're the most discriminatory, non-transparent and contradictory board that Huntersville has ever had. Two of the commissioners sat there during the SB49 public hearing and heard my mom say a little about what happened to me. Neither of you have stepped up to the plate to help me, nor will you help me get the answer to my question I've asked now four times. Why are the girls who have been hurt by boys at school punished, yet nothing happens to the boys who hurt us. Why is it okay for us to be hurt and no consequences are given to them. Why can't my mom get a call back from the Huntersville police officer who should have done a report about this, yet only did a call for service and did he even write anything, who knows. Why do I, a little girl, keep getting consequences, yet the captain of the Huntersville Criminal investigation Division yells at my mom without wearing a body camera and lies about another cop.

If you want to protect anyone, why can't you protect little girls instead of secretly planning whatever new ordinance this will be about with a school board member who told another woman until people like you no longer have a voice. Is this what the new ordinance is all about, silencing citizens who have been hurt and not caring enough to help anyone other than a political cause. Shame on you. We've lost all representation with this board and wish our former board members were still here. They cared. To them the town and the people mattered. They would've helped a little girl and not silenced the people. In closing, I would normally say thank you, but there's really no point.

Ashley Wiley said to further go on to what my daughter said, you guys want to pass a non-discrimination ordinance. I've sat up here how many times telling you I was yelled at, lied to by Latza, he didn't wear a body camera. My daughter, I still can't even get a copy of the police report. She was told when boys like

little girls, they hurt them, next time don't make such a big fuss and it was her fault because she shouldn't have ran from him, yet I can't even make a police report. There's something very wrong here. You guys want to sit here and say about non-discrimination, yet you guys have literally allowed it to happen. You want to sit here and talk about justice. She's been denied justice. I've had to fight for this now for three years and I still can't make a police report.

Think about that one. You want to sit up here and pick pet causes and political idealizations. Why can't you guys just show every single citizen in this town that they matter, listen to them and actually care about them. Care for more than just whatever their race, religion, gender or creed may be. Care because they're hurting. Care because this is literally why you guys sit up here. You guys are supposed to make the town better for all of us, not some. Until that can get through your heads, I don't know what will. Again, three years and I still can't even make a police report, be it she's now diagnosed with a TBI, has headaches that would blind you. Her head hurts constantly and she's asked this question and they're called personnel files and then you really want to talk about CMS. Let's go there because they haven't made gains.

Their former COO deleted a financial oversight document that has \$1.1 billion on it. They know, yet they still can't provide the document. We aren't going to be able to get the schools because they won't have the money for it. And as far as the bus drivers and everything else goes, why in God's name would you guys want to give them less restrictive trainings and licensure to drive our most precious thing that we have, which is our children. The only thing that I've heard everybody up here say tonight is that they want to make sure that they are seen, valued and heard, but when are we going to make our children, especially a little girl, feel seen, valued, and heard. I feel she deserves that answer.

Sophia Sumatka said I'm a senior from North Mecklenburg High School and to be honest, I don't really have a speech for today. I do want to talk about why diversity is important though. I had the great honor of attending an International Baccalaureate middle school and International Baccalaureate high school, North Meck. The main thing that these schools have taught me is the importance of differing perspectives. Since sixth grade, we have read books and we have learned history that represent everyone and that have especially represented marginalized voices. That is why the NDO is so important because we need to make sure that these people are able to get jobs so that they are able to support themselves so they are able to keep using their voices.

It is my honor to speak for people who are not able to come here tonight and speak because they're simply not able and I think it is very important that in order for all of us to truly be equal in our society, we need to start creating laws like this. This might just be a piece of paper, but it is a commitment to what will come for the future. First, we'll have this and then we'll have so much more and that is why it is essential for us to show that we need.....it is important for us to show that diversity is important, that inclusion is important, that equity is important because until we show that is important, we're not going to go anywhere.

Danny Decker said I am asking you to pass the non-discrimination ordinance. I live in Huntersville. I own a business in Huntersville with offices here and also in Charlotte, and I want to share two points from a business perspective.

First, as a small business owner, hiring talent is really hard. It's really freaking hard to find people who want to work in your business these days. In particular, young talent. They're looking to live and work in inclusive forward thinking communities. Passing this NDO will absolutely help us attract more businesses

and more employees to Huntersville. We need this if we want to build a town that is more than a bedroom community for Charlotte.

Second point is around our brand as a town. If I recall correctly, there was a brand study done last year that led to some updates to our logo and our tagline. Well, I just want to make the point that our brand as a town is a lot more than a logo and a tagline. It's who we are and it's what we stand for, so who are we as a town and what do we stand for. I want to live in a town that is inclusive, that is a place where everyone feels welcomed and valued for who they are as humans. So please pass this non-discrimination ordinance.

John Kosir (Leif Stormo deferred time) said I stand before you today in support of the non-discrimination ordinance for Huntersville. One that ensures fairness, equality, and dignity for every person who calls or will call this town home. Huntersville is a growing, vibrant community built on values of respect, opportunity, and hard work. But as we grow, we must ask ourselves are we doing enough to ensure all our neighbors, regardless of race, religion, gender, sexual orientation, disability or background are treated fairly and equally under the law. Unfortunately, without clear protections in place, many in our community still face discrimination in employment, housing, and public accommodations. That is not who we are.

A non-discrimination ordinance is not about giving special rights to any one group. It's about ensuring equal rights for everyone. It's about guaranteeing that no one in Huntersville loses a job, a home, or access to public services simply because of who they are. Beyond being that this is the right thing to do, this type of ordinance is also good for business.

Cities and towns embrace inclusivity, attract top talent, encourage economic growth, and create environments where businesses thrive. Companies want to invest in communities where all employees feel safe and valued. By passing a non-discrimination ordinance, we send a clear message. Huntersville is open for business and open to all. Some may argue that such protections are unnecessary or they infringe on personal beliefs. But fairness and equality are not political or partisan issues. They are American values. Protecting the rights of others does not take away your own. In fact, it strengthens us as a community ensuring that everyone is treated with the respect they deserve.

With the non-discrimination ordinance, we have the opportunity to take a stand for fairness, for dignity, and for the town future of Huntersville. Let's make sure that our town remains a place where everyone, no matter who they are, can live, work and contribute without fear of discrimination. It is great to hear that we have a coalition from the African American Caucus of Mecklenburg County Democratic Party, Jewish Caucus of Mecklenburg County Democratic Party, Young Democrats of Mecklenburg County and the LGBTQ+ Democrats of Mecklenburg County. They have all expressed their support for this passage of this non-discrimination ordinance here in Huntersville. I urge you to support a non-discrimination ordinance and to make Huntersville a model of inclusivity and respect.

Samantha Nevills said I'm here today as a student of North Mecklenburg High School in support of the NDO. Before we begin, we'd like to thank you all for taking the time to be here today. Your presence indicates your commitment to the rights of every person in this city and we are very grateful for that.

Esteemed members of the audience, I stand before you today to advocate for the rights of individuals who have been silenced, excluded, and discriminated against. These people are not strangers. They are our neighbors, our friends, and our family members. They are hardworking, kind, and deserve to live with dignity and equality. Yet in North Carolina, many are denied these fundamental rights simply

because of who they are or what they believe. Discrimination is not just a word. It is a harmful reality that affects real people. It divides us, it hurts us, and it tells people that their value is determined by factors which they cannot control – their gender, their race, their sexual orientation, and even their disabilities.

We know that no one else should have to live with this kind of injustice. As a state, we have made progress. We've taken important steps towards civil rights and equality. Twenty-two municipalities have already passed an NDO, but we cannot say we have truly moved forward until every person, regardless of the identity is fully protected under the law until no one is left behind. Some may argue that expanding protections is unnecessary. We ask why should anyone be subjected to discrimination simply for being who they are. Why should anyone live in fear of losing their job, their home, or their dignity because of their identity.

This is not a question of politics, it is a question of human morals and principles. Imagine if you will, the pain and humiliation of being turned away from a job, a home or a place in the community just because of who you are. Imagine living in constant fear that you will be judged and rejected. These are the daily realities faced by too many in our state and they deserve our support, our empathy, and our protection.

International studies of LGBT anti-discrimination protections by country have found that legal rights for LGBT individuals reinforces economic growth and improvements in health and labor markets as LGBT individuals are able to participate more fully in economies. In fact, a 2019 study found that for every additional right for sexual minority persons in a country, there was a \$320 increase in GDP per capita or about 3 percent of the average GDP per capita for the countries studied.

It's time for action. It's time for change. We have the opportunity to make a difference to protect the rights of those who have long been left behind. Together we can ensure that North Carolina and Huntersville stands as a state where every person, no matter their background, is treated with respect, dignity, and the equality they deserve.

Inchara Gopinath said I'm here to speak in support of passing an NDO. The NDO is a crucial step forward in shaping the growth and character of our town. Discrimination is not just a word, it's a harmful reality that affects real people. It divides us. As previously mentioned by Samantha Nevills, 22 municipalities have already passed an NDO. As we continue to experience expansion, it's vital that we ensure the development occurs in a way that respects our community's values and preserves the quality of life of current and future residents. As a student at North Mecklenburg High School, I think it's important for us to view other perspectives and recognize that as societal members and residents that we should be able to recognize each other as humans and equal people.

Rakesh Patel (Mary Hindsman and Hitesh Patel deferred time) said I'm going to be speaking on a different topic about the Birkdale Rezoning and a concern we have about this rezoning request. Over the past few weeks we've been sending everyone here some emails regarding those concerns. We just found out this while we were sitting back there that those emails have not been going through, so we're going to work on getting those through to you. My goal is not to oppose growth but to ensure decisions are made with transparency and consistency and through an evaluation of their long-term impact on the community.

In 2023, the Planning staff denied a rezoning request stating the proposal was inconsistent with the 2040 Community Plan. Their reasoning was clear, the requested height substantially exceeded ordinance limits and was not reasonable. It was not in the public interest and in their own words it was

not in the spirit of the regulations. However, in 2024 of May, the Town Board approved the removal of the words “spirit of the regulations” from the language, leaving any height adjustments strictly in the hands of the Town Board and their judgment. That being said, let me remind everyone, the current regulations only allow up to 48’, which the applicant’s request drastically exceeds on at least three structures. The Town Board must consider past precedent when evaluating such deviations, ensuring that any adjustments are justified within reason and take into account community interests, infrastructure and capacity, and the overall impact on Huntersville.

Next, I want to speak on the traffic of all this. Birkdale Village is already a highly congested area with narrow streets and this project would add substantial strain on the surrounding infrastructure. Any new development of this scale or a scaled down version should not receive a certificate of occupancy until necessary road improvements are completed including the widening of NC 73, which is Sam Furr, to accommodate increased traffic volume, construction of the Townley bridge, a vital component of local traffic mitigation, and the pedestrian bridge over NC 73 to improve safety and access. Additionally, emergency response times must be taken into account. The narrow streets, one-way lanes and parallel parking in Birkdale Village already make it difficult for large emergency vehicles to maneuver, especially during peak traffic and community events. A firetruck attempting to navigate these conditions could face significant delays putting public safety at risk. The Town Board must ensure that emergency access is a priority before approving further development.

Approving this rezoning without addressing these infrastructure needs will create severe disruptions for residents and businesses. We just found out a while back that people are actually parking in the neighborhoods in front of residential buildings, which I don't even know how that's possible.

Next, I want to speak on the oversaturation of hotels in the market. As someone with experience with hospitality industry, I must emphasize that Huntersville is not a destination market. It is a regional suburban market with finite lodging demand. We do not have year-round tourism draw like Charlotte and Charleston. We actually get overflow and have some corporate. Our hotels primarily rely on local corporate travelers, regional events and pass through traffic.

New hotel supply does not create new demand, it only redistributes what's already there. That would reduce occupancy rates and profitability. Currently three hotels have been approved to be built in Huntersville, including a full-service Hilton at Birkdale Place. The proposed autograph collection hotel will compete directly within the Marriott reservation system, further diluting the market. Approving another full-service hotel in close proximity will lead to increased competition that forces properties to lower rates, reducing revenue for all the hotels. It can lead to declining service quality and upkeep as properties struggle to remain profitable, and potential failures of existing and planned hotels due to oversaturation.

Beyond market saturation, the proposed hotel’s location in Outparcel 7B will eliminate crucial parking spaces used by businesses operating in that area. The loss of accessibility will reduce foot traffic, harming existing tenants and the building's owner, all while putting their livelihoods at risk. Another issue that needs to be addressed is the lack of specifics in the applicant's exterior design plans. When we went through the rezoning process for our hotel, we were required to provide detailed exterior elevations down to the specific colors and the materials being used. In contrast, this applicant has only submitted conceptual renderings which leave too many unknowns about the final product. Honestly, I saw those renderings, it looked like something I could pull off the internet. How is the applicant meeting the same level of scrutiny that was required of other projects including ours. Why is the Board willing to

accept what ifs renderings and offered services instead of fully detailed plans. Ensuring consistency in design review standards is essential to maintaining fairness in the approval process.

Finally, rezoning decisions should not be made in isolation. They must align with community needs, infrastructure readiness and economic feasibility. I urge the Board to ensure that all necessary road improvements are completed before issuing certificate of occupancy; regardless of the final scope and size of this project, evaluate the true market demand for another full-service hotel before approving further oversaturation; protect existing businesses by preserving critical parking and accessibility; uphold past precedent when considering drastic height deviations; and make adjustments based on community needs and long-term viability. We actually wanted to go four floors, but you guys brought us down to three Floors. Last, require the applicant to submit fully detailed exterior elevations just as previous applicants were required to do. Trust the Planning Board and Town Board will apply the same level of scrutiny to this project as they have to others.

Wendy Dunaway said I am here on behalf of Visionworks, which is located at 8830 Lindholm Drive Suite 105 in Birkdale Village and we provide eyecare services to the community. I am joining the many other tenants and citizens that you heard from at the meeting on February 4 with respect to Jamestown Development's Petition R24-11 to rezone approximately 12.36 acres to Highway Commercial Conditional District in Birkdale Village.

The current application as it stands would severely and negatively impact our business, if not kill it all together. We would be left with just a handful of parking spaces that are directly in front of our store and are shared with our adjacent neighbors Chase Bank, Nothing Bundt Cakes and Chipotle. We have all been vibrant and good neighbors and citizens of the community for many years.

At the February 4 meeting, the developer's attorney shared that our parking would be replaced with parking spaces under the proposed boutique hotel consisting of 125 rooms along with 3,000 sq. ft. restaurant/bar, meeting space, and event space. Additionally, the installation of the proposed median would eliminate immediate access into our building and would cause our customers to have to drive past our business, turn left onto Townsley Drive, proceed past the hotel and turn at the hotel entrance or continue driving in an attempt to utilize one of the available parking spaces shared with our neighbors, located directly in front of the store. Customers and patients will be deterred from visiting our store in the future due to the general congestion, hotel activity, and inconvenience of enclosed parking, which is definitely not what we negotiated for in our lease. With the lack of access, reduced parking spaces and storefront visibility, our store survival along with our neighbors will be very much at risk if the zoning application is approved. We respectfully ask that you vote to deny Petition R24-11 on March 18. Furthermore, our lawyers have advised that this development clearly violates our rights under recorded and enforceable parking and access agreements agreed to with Jamestown's predecessors many years ago that are still in effect.

Errol Genois said I'm a resident of Birkdale Village for 23 years. I'm here tonight to ask to reject the rezoning for Birkdale Village, the Greens. Please maintain our charming village. These are my reactions that follow concerning an essay on charm and romance by Ms. Coco August 31, 2019. What we think about charm reflects our own taste. The essential ingredient of charm is that a village must radiate different feelings than your own neighborhood, especially if you reside in a large city or an urban area. Next, a visitor must receive vibes of romance from the village atmosphere, quietness, simply beauty, serenity, moreover water in ponds, fountains, streams increase the inherent beauty of a place. Very importantly, the village gives us the feeling of being away from the hustle and bustle of a city. On the order of age, the village needs to show signs of slight decay. Villages that appear as sparkling clean, lose

their concept of time worn without turning into rough objects of concrete. Remaining natural a village maintains its simply charming appeal. Everything about the village must tell us that the village is small with curving roads, houses of different sizes and alleys. Anything grandiose will ruin the charm of the village. In addition, trees, vegetation will remind people of their own delicate nature. New modern structures in the original village will tarnish the village charm. For example, the Louvre Museum is magnificent, not charming. Furthermore, the color theme is essential. The structures must be either monochromatic or professionally emit the rainbow effect. In all cases, the village requires a dominant theme to keep its charm. Basically, a charming village theme says that I am quaint, pretty and attractive. In closing, the village charm is no doubt a personal viewpoint.

Cynthia Mitchell said I'm a resident of Huntersville. I've lived in the Birkdale golf community for 20 years now and I've lived in Huntersville overall for about 27 years. I wanted to speak tonight, but I wasn't sure at first what I was going to say. Folks are talking about parking places, dollars, taxes, heights, and other numbers, but I wanted to talk about that more nebulous concept, quality of life, just like our friends from Discovery Place were talking about quality of life earlier.

Discovery Place adds quality of life to Huntersville. The potential rezoning at Birkdale Place will not add to quality of life. From Northcross Shopping Center down to Gilead Road to Birkdale's village, greens and golf community, it is nothing but congestion – traffic congestion, parking congestion, and in the village and on the golf course, pedestrian congestion. Many people that live in the apartments around Birkdale think that the golf course is a public park. They ride their bikes, walk their dogs, roller blade, roller skate. This is the kind of congestion we're getting in Birkdale. The feelings of frustration invoked by the gridlock of all three kinds of congestion that I mentioned, parking, traffic, and pedestrian, have severely negatively impacted the quality of life in Huntersville in general, and Birkdale specifically.

The commissioners that have taken the time to speak with me one-on-one have all asked me what would I be willing to compromise on to allow this rezoning to go forward. And the honest answer is I have nothing to compromise on. I don't hold any cards in this game. The only people that can compromise are the developer and they've made it pretty clear at the last meeting that they're unwilling to compromise at all.

I don't want to be Atlanta or Charlotte or San Francisco or even Mooresville or Concord. I've heard how non-existent businesses and renters and the developers will benefit in the future. I've heard how the town coffers will benefit. What I've not heard is how the current residents will benefit. I ask the Town of Huntersville Board, most of whom ran on a responsible growth platform, to vote no to the Birkdale rezoning. Please do not further diminish the quality of life in Huntersville.

Rose Hamilton said I'm a proud resident of the Birkdale area, and I will be brief tonight. I echo all the sentiments that were so well said earlier. I don't think that I could repeat them any better. I am here to ask you to think very carefully about this rezoning of Birkdale. I've already shared with you this story that I moved here six months ago and I love this community. I love it. It is my home and I just moved from a very similar community and I just spent the last eight years watching the same sort of project happen and I know what those eight years were like and I know what it was like to live through that. And I left for a reason, because it became highly populated and the foundation wasn't there.

The last thing I'll leave with you is that professionally my job is to help scale and grow companies and to turn them around. I'm a problem solver by day, by night and in my sleep, and I truly believe that there's more diligence that needs to be done here and I don't believe we've necessarily seen all of the options. And I think moving forward, because we've been told there is no other option, I would really encourage

you to think through what are all the options. How do we compromise. And I want to thank everyone who's been so thoughtful to listen and to hear me, and I look forward to being a part of helping in any way that I can. I believe in this community and I appreciate the work that you're doing.

Chip Bowles said I also live in Birkdale and I emailed all of the members of the board and I appreciate those that responded. Thank you very much. I think I might've mentioned before that five years ago, my wife and I moved here from Florida and it was the village that was the influence of us buying in Birkdale. She said we have to find a place close to this. It has changed a little bit. It's not the influence it would've been back then.

The proposal that is before the board for the rezoning would change it dramatically and so we're a little bit worried about that. We're not a little bit, we're very worried about that. My wife loved it when we moved here, the shopping at Chico's and also at Talbot's. She loved taking the grandchildren to Nina's. They really loved that place. Those are gone. Now sure, we have some new things – Lululemon, we've got the Anthropology and those are high end places. It's nice to have a choice though. Now my wife, when she wants to shop, she's going up to Hickory to go shopping. That's a shame.

The thing that concerns me is if the rezoning is approved and all this construction begins, what happens to the businesses that are there either established or new. Can they survive two to three years of construction disruption, because that's what it's going to be. And we might see a lot of vacancies during this two to three year period. Also, I think about the residents who are in the apartments there in the village, they're going to have a living hell listening to all the construction for two or three years. We can keep that in consideration.

There's one thing that bugs me about the village now is those temporary looking structures that they put in and plus eliminating parking along the park. I know that if I submitted a plan like the kiosk that they put in the park to the HOA in Birkdale for a storage unit behind my house, they would refuse it because it just doesn't fit the character of the neighborhood. I want to think that it is obvious to me that North American Properties wants to completely abandon the village. Look, that's not what they want. They want to do something like Avalon in Alpharetta, Georgia and which loses completely the village feel. I would really appreciate it if the board would vote no on the rezoning by North American Properties that they're asking.

Julia Kiewit said I'm here to talk about the Birkdale rezoning project, but I want to start with a story. It's the story of Dressler's, a locally owned restaurant which first opened in Birkdale Village in 2003. Since then, the Rare Roots Hospitality Group of which Dressler's is a part, has expanded. The original Dressler's has now become one of their Fin and Fino locations and it is my favorite place to take friends and family in Birkdale whenever they visit me. Rare Roots Hospitality has been quite successful. And what do they do with their success, they reward their employees for every hour they donate to non-profits in our community and additionally, Atrium, Novant and CMS employees get 10 percent off their tab at any of their restaurants.

Why am I telling you this story. I promise this isn't an infomercial for Fin and Fino, although I would happily and easily do that. I'm using this to illustrate that growth and development are good and Dressler's is a perfect example of the kind that we want, development that serves the people of the community and doesn't line the pockets of international developers. We can grow organically and the right way. Dressler's is proof that you can care about neighbors, community growth and profit all at the same time.

The heartbeat of local community is the trust that each of us has in our neighbors. The problem is we can't trust the current proposal. Even if Jamestown builds out their own parking decks, putting office space on top of the parking lot intended for shared use by non-developer owned businesses in Birkdale could end them by taking away their parking. You've heard others speak about that tonight.

I know many of you ran on responsible development. The current Jamestown proposal is just not that. Responsible development wouldn't prioritize profit over community, although back to the Rare Roots Hospitality example, the two don't have to be in conflict. You can do well and do good at the same time. Responsible development prioritizes organic growth responding to local demand over a top down corporate driven blueprint. And part of organic growth means maintaining an environment where our local businesses can thrive. Please lean into your role as our elected officials and work for us. Let's have growth, but not on someone else's terms. What's the rush. Let the hotel, apartments and office space across the road and elsewhere across Huntersville come online and let's see Sam Furr widened first so that we can have the infrastructure that would make this growth successful. Please help us write a better local story for Birkdale Village.

Suzanne Villar said I'd like to talk a little bit about the objectives, approaches, and opportunities of the different parties involved in the Birkdale Village rezoning situation. I think it's pretty clear Jamestown's objective is to maximize their profits. As far as that goes, there's nothing wrong. The Town's objective appears to be, and I heard this directly from a commissioner, not missing out on an opportunity with this rezoning. While the taxpayers and residents who've been in front of you so many times with emails and in person and on the phone, our objective is to mitigate the damage that's already been done to Birkdale and to prevent any future damage.

Jamestown's approach seems to have been to put minimal skin in the game. They haven't invested in any legitimate specific elevations. They haven't given detailed plans. They haven't given any sort of a cost benefit analysis. They're putting as little into this as they possibly can and they want their rezoning. But the fact that Jamestown has not necessarily done its due diligence and isn't really prepared to develop this project properly is their issue and doesn't create an obligation by the Town or the taxpayers or the residents to bail them out of an ill-conceived investment.

The Town's approach seems to be to just accept all claims and statistics provided by Jamestown at face value, not verifying any details or double checking any statistics. In fact, those of us who have been in opposition to this have been spending inordinate amounts of time doing what the Town should have done. We're checking the numbers that they're giving us. We're looking at the inconsistencies that are rampant in not only the site plans but the application, their public relations presentations and what they say in front of the commission itself and in front of us.

There is no consistency to the story they tell and quite frankly, we do not trust them and with good reason. The taxpayers and residents' approach is to avoid the pitfalls and hard lessons learned from the 2022 rezoning project. We're not willing to take anything on face value or trust any representation on this project from this petitioner. We're questioning everything and demanding accountability from the Town to provide the rigorous review demanded of such a large project. This is a \$200 million project and these people have submitted less information on it than a homeowner would if they wanted to get approval to build a house. The Town should have caught many of the inconsistencies we have brought to their attention and we're still not even getting responses on the inconsistencies other than to say the petitioner's changing it. That's not acceptable. That's not sufficient.

Dawn Snow (Kitty Giese deferred time) said I live in Birkdale Village. One of the Planning Board members just recently suggested that even though I live in Birkdale Village, my input doesn't matter as much because I pay taxes to Cornelius. But the reality is that the voice of every single resident, customer and visitor matters.

One of the unique things about the Birkdale Village neighborhood is that land-wise only about a third of it is in Huntersville, but about 50 percent of the residents are in Huntersville. Also, when it was originally planned, the entire retail area along with all the residential areas in both municipalities were part of an award-winning design by Terry Shook. Huntersville should not lose sight of this important fact. Birkdale needs to be considered as a whole. The decisions regarding this rezoning, which are solely made by the Huntersville Town Board, affect the entire neighborhood and for that matter, anyone who visits the village or even travels through the area.

Everybody agrees that parking at Birkdale Village is a problem. The residents, visitors, the Town, even the developer who ironically created the problem with the removal of the 78 parking spaces during Phase 1 RTAP. Incidentally, that RTA approval took place two boards ago on October 18, 2021. Since most of you were not on the board then, I'm sure you don't remember that, but you can ask Mr. Walsh about it because he was on that board.

Jamestown has stated that they are not willing to add parking without having all the other structures approved, which is yet another example of how they are not good neighbors. Let's look at how this is a bait and switch. The promise of more parking is the bait and the switch is the gross oversights and miscalculations that are not being carefully considered by the people who are paid to do so. One oversight involves the square footage of the office building as there is a material miscalculation of over 50,000 sq. ft. that understates the parking requirement by almost 100 spaces.

Another flaw is that employee parking is not considered in the calculations. Since most full-service hotels have an employee to room ratio of at least 0.5:1, this means there should be at least 60 parking spaces for just the hotel employees. Also, it is really concerning that the developer wants to and the Town is considering letting them build a hotel on a much needed parking lot taking away over 100 parking spaces and taking all parking from adjacent non-developer owned businesses. Altogether over 120 surface parking spaces will be lost with the hotel plus many parallel parking spaces that are currently along Dick's Sporting Goods. If you study the site plan, you'll see this. When factoring in these oversights and miscalculations, the real requirements for the new development is 740 additional parking spaces versus the 469 noted in the site plan. I will follow up with an email so you can review these details.

If parking is a problem today, how is adding parking that is 270 spaces less than the real requirement going to fix the issue. Clearly the promise of more parking is a bait and switch to gain public acceptance. It will only benefit the developer and the Town in terms of tax dollars, but will neither solve the original parking problem or benefit the residents and visitors and it does not follow the 2040 Plan. If you approve this, not only will there be gridlock with the widening of Sam Furr Road and this project's construction happening at the same time, but the end result is that the parking and traffic situation will be made worse as people scramble to secure parking in the village with what will essentially be a net loss of over 250 parking spaces. Please deny this rezoning when the only gateway in and out of the neighborhood is by Birkdale Commons Parkway to Sam Furr Road. It really doesn't matter where myself or any of my neighbors pay taxes.

David Krug (Frank Gammon deferred time) said I own the outparcel with eastern entrance to Birkdale Village, the four tenants people have been talking about JP Morgan/Chase, Visionworks, Nothing Bundt Cakes and Chipotle. I am opposing the hotel portion of this petition because aside from making an existing parking and traffic problem much worse, it's going to put my four tenants out of business.

There's also been a misconception about my parking. When those outparcels were sold, they were sold for enough area to build the building. I don't own any parking spaces. I paid for the right to use them in the purchase price of the land. And the declaration, which controls Birkdale, states that. It states, included in my deed, that I get 39 parking spaces that are exclusive to me and that I have the non-exclusive right to all of those spaces in that parking lot in front of my building.

Jamestown plans on eliminating over 100 spaces. If they do that, they're going to be in violation of the intent of that declaration. My lawyer has written to them and asked if they would meet with me and my lawyer to try to find some amicable solution. We got no response whatsoever. Nothing.

I've talked about the 124 spaces, now it'd be over 100 that are destroyed. You folks go there. Those spaces are full. I was there Sunday at 2:45 and there wasn't one space there. I've got pictures from Google Maps. Everybody's using the space. Where are Cheesecake Factory and Apple going to park. It's just crazy. I have heard commissioners say that maybe we can get Jamestown to patrol those spaces. That isn't the problem. That's the tip of the iceberg. Patrolling those 39 spaces won't save these tenants at all. They've already mentioned, and Anthony you told me, and so did Brian tell me that a median is going up and if a median goes up it's going to be an inconvenience. But it's plausible if that median goes up my tenants' employees will have to go past their entrance, drive up to Townley, turn left on Townley, go past the hotel, go back down to what is currently a parking lot that they plan to eliminate. They can't survive with the loss of access, the loss of parking spaces and the loss of visibility.

I guess the only thing I can say now is I don't know how anybody could vote for a plan that would destroy four people's businesses and ruin my building. I do have a little bit more time and I won't repeat what other people have said, but there are beyond my immediate concerns, there are problems about not just the hotel, everybody's talked about the current infrastructure. It's not adequate. The developers should provide what it takes to make it adequate for what's here today before they can start building more. And we've also heard that they said they would not do any improvements if this zoning was denied.

I heard 700 and some parking spaces. Everybody calculates it different. But I get 935 parking spaces, 120,000 sq. ft. building. We produce 420 cars plus 45 cars for the retail employees. That's 465 cars, 150 residences split one and two bedrooms would produce 225 cars plus 10,750 sq. ft. of retail would be 45 more employees, so that's 270 cars. The 125-room hotel at 80 percent occupancy, which is what they have to have to succeed, would produce 100 cars. I think they have allocated 91 spaces. You need 50 more for the employees. You need 50 more for the restaurant employees. And that doesn't even include the customers that are there. It is just not sustainable.

I agree there's three hotels that have been approved that haven't been built. Why not see if they can sustain more. I agree with the fact that all they're showing us are sketches. They tell us that they're going to do an autograph collection. That's a term I believe that the Bohemian uses. I don't think there's any connection. I don't believe that they have any relationship with a hotelier at this point. And do those plans require them to do an autograph collection. They should. I don't know what else to say. Please don't destroy my tenants' businesses and my property.

Kerry Edelstein said I live in Birkdale Greens. I want to start off by thanking you. I emailed all of the board and all of you wrote me back to offer your time to meet. I've already had a chance to meet with five of the six of you, and I'm meeting with the sixth next week and everybody gave me at least an hour of your time, if not closer to two hours. So, I really want to just go on the record saying I appreciate the time and the effort you're putting in to hearing the community and hearing me in particular.

I was sitting here listening to the comments. I did not know that I was walking into the NDO conversation today, and those of you who know me know that that's something that I very much stand behind. And those of you who are feeling left out, please know that I'm an ally and you can always come to me.

But the thing that struck me about the conversation was that it was about community and coming together. And I keep thinking about this Birkdale project, and it feels like the opposite of community. It's tearing us apart. It's the opposite of what a community is. And it occurs to me that of all the people in the room, none of them are from Jamestown. They're not part of our community, and they didn't even make it a priority to be here tonight when it would make sense that we would be speaking up about this.

I'm thinking about this conversation we had two weeks ago about skin in the game, and I was thinking to myself, what's the game. Is it a fun game like cornhole. Because it feels to me like we're playing the Hunger Games, we're fighting this. And I was listening to David Krug speak and I actually talked to him personally this morning to get some clarity on what he's going through. I actually read through his contract this morning, which he graciously sent to me, and he's not kidding. There are clear violations of this proposal as it relates to his contract. It's very evident to me when you read through the language of it and that sets this whole thing up for litigation exposure. Why would we even want to go down that path if it could hold things up. It could actually potentially put you guys in an exposure position if you vote for something that's against the current contract, but more to the point, it just feels unethical. Why would we want to do something that just feels fundamentally unethical and harmful to existing businesses of people who already live in our community and employ people in our community.

I've been trying to go through this exercise of the opposite of what I did last time, which was I talked about what instead, but I started thinking about what if, should they pay for the entire Townley Extension. Yeah, they should pay for the entire extension, not a portion of it because they're creating the need for it. But I keep coming back to this idea of I really want to see more local business in Birkdale. If we're going to have an office complex, let's bring down the height, but let's bring in something like Seventh Street Public Market where we can have local food entrepreneurs, where we can have local business booths, local artist booths, local musicians, things like that, that bring livelihood and positivity to the neighborhood. My take on this, I think we keep talking about this as if the only way to grow and innovate Birkdale is to literally raise the roof on Birkdale. But I believe we can grow and innovate and do new cool things without rezoning.

Nick O'Shaughnessy said my birthday is tomorrow. I'm one year older, one year wiser and a little bit more unfiltered because you've probably heard my reputation precedes me. I've had more than 45 years in the development business, primarily as an architect to begin with, then as a land planner, then as a developer.

I'm semi-retired because I still love the business. I do commercial real estate and a tiny bit of development. But over those 45 years, I've learned that there are principally two types of developers that come into communities, me being one of them. And I did rezoning for 15 years in this Lake Norman area until the Rubbermaid project, which was my last rezoning. It took me seven months to get that

approved and I gave up rezoning after that. I'm like I give up now. There's too many people against stuff. But I changed the project many, many times and I got it approved because I changed it.

These guys, Jamestown, NAPDDR, whoever the heck they are, they need to make up their minds who's making the application. They are not compromising one bit. If you want compromise, Mr. Walsh and Mr. Quarles and Alisia, they all said we want a win-win. The Town wants a win-win. You don't get a win-win with Jamestown because they're not backing off anything. They don't involve themselves in any form of dialogue with us. I don't know how much dialogue they have with Brian. Brian's done a 180 flip as far as I can see, and we've talked about that. And I'm telling you some truths because I need to. If you ever went in and you want Jamestown to be the benefactor of our town here, they need to take the hotel off, they need to drop the office building down to 70' and then I might be a proponent of their project, but I think there being ultra greedy.

If you read my emails, I didn't get anybody to reply to mine because I accused them of being Vikings. I'm a Yorkshireman and the Vikings came to Yorkshire and you know what Vikings do to the lands that they occupy. These guys are the development equivalent of Vikings. They don't assimilate. They don't come into your community and participate. They have Trojan horses, which they hire consultants and we know who those people are. They make their living out of this community, but they're representing people that are trying to damage our community. I don't need to say anymore. Please vote no.

AGENDA CHANGES

Commissioner Walsh made a motion to adopt the agenda. Commissioner Hunt seconded the motion. Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes. Commissioner Bergsman made a motion to approve the minutes of the January 30-31, 2025 Town Board Workshop. Commissioner Quarles seconded the motion. Motion carried unanimously.

Fourth Amendment to Capital Project Ordinance – Huntington Green Sidewalks. Commissioner Bergsman made a motion to adopt Fourth Amendment to the Capital Project Ordinance for Huntington Green Sidewalks. Commissioner Quarles seconded the motion. Motion carried unanimously.

Fourth Amendment to Capital Project Ordinance attached hereto as Exhibit No. 2.

Resolution – Acquire Right-of-way/Easements for Ferrelltown Parkway Extension. Commissioner Bergsman made a motion to adopt Resolution to acquire right-of-way and/or easements necessary for the construction of the Ferrelltown Parkway Extension project. Commissioner Quarles seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No 3.

Budget Amendment – Huntersville Recreation Center. Commissioner Bergsman made a motion to approve budget amendment appropriating Capital Reserve Revenue in the amount of \$44,000 to Repair and Maintenance to replace 12 skylights at Huntersville Recreation Center. Commissioner Quarles seconded the motion. Motion carried unanimously.

Budget Amendment – Huntersville Athletic Park. Commissioner Bergsman made a motion to approve budget amendment appropriating Capital Reserve Revenue in the amount of \$16,500 to Non-capitalized Equipment and \$12,500 to Contract Services for Huntersville Athletic Park. Commissioner Quarles seconded the motion. Motion carried unanimously.

Budget Amendment – Bud Henderson Sidewalks. Commissioner Bergsman made a motion to approve budget amendment appropriating Contributed Capital in the amount of \$175,390.24 for Bud Henderson sidewalk construction. Commissioner Quarles seconded the motion. Motion carried unanimously.

Audit Contract. Commissioner Bergsman made a motion to approve FY 2025 Audit Contract with Martin Starnes & Associates. Commissioner Quarles seconded the motion. Motion carried unanimously.

Contract attached hereto as Exhibit No. 4.

PUBLIC HEARINGS

None

OTHER BUSINESS

Non-discrimination Ordinance. Commissioner Dumas said I'm going to dive right in and I have a few slides to talk about a draft that I've worked on. *PowerPoint attached hereto as Exhibit No. 5.*

The background on this is in 2016, HB142 was passed by the NC General Assembly to limit, among other things, the ability of passing non-discrimination ordinances. In 2020 numerous pieces of that bill expired, which then led to a number of community non-discrimination ordinances. These are the 22 I found. I want to point out one thing. I've gotten the question about Mecklenburg County and why if Mecklenburg County passed one, why it doesn't impact Huntersville. Mecklenburg County covers anything in the ETJ. One thing about NDO's is that if Huntersville incorporates parts of the ETJ, they lose that benefit of having an NDO.

This is an example slide that shows you where federal law and state law currently protects our citizens and where the gaps are. You'll notice there's a few in the red under federal law that are protected in some states, but not ours. Protected hairstyles as well as familial status and marital status, I did include in my protected classes. I did not include political affiliation. This is something that I am willing to negotiate in some regards. Public accommodation is rarely covered in state and federal law and the NDO's in other states really do a job of helping fill those gaps, which is what I'm looking to do with my proposed draft.

Here's the list of protected classes I'm proposing that we cover. I received the question yesterday of whether or not I would be removing or consider removing from somebody who was looking at or interested in coming to today's meeting. They were asking about natural hairstyle. I want to point out that that is something that is really important to me and I think important to our community. If you Google unprofessional hairstyles, the only thing that comes up is images of black women. And that is something that society has pressured black women into spending hundreds of more dollars per week, per month, than me or any other class on their hair. And they shouldn't be hurt by that. So that is one area that I was asked about yesterday to remove that and that is not something I'm willing to negotiate on in the protected classes, but I would consider speaking about others, adding or removing. Well, not removing, but at least adding.

Enforcement, there's a number of options that we can do here. Some towns like Davidson have an interlocal agreement with Charlotte where they can use their Community Relations Committee to review and determine cases. Currently, as we have it drafted, I have this in-house with complaints being filed through our Manager's office and investigated and mediated within our Manager and Town Attorney's office. I'm willing to discuss options here. Right now, the complaint is if it's found validated and reconciliation fails, then there would be a fee to that person of \$250.

Commissioner Bergsman said thank you Commissioner Dumas for your dedication and work on the NDO. I really appreciate everything that you've done. And I also want to take a moment to thank some of the folks that are here, the LGBTQ community, the African American Caucus, the Jewish Caucus and their Social Justice and Coalition Partners who have dedicated countless hours advocating for equal rights across Mecklenburg County and across the great state of North Carolina. Your dedication and commitment to fairness and inclusion makes our community stronger.

As we begin this discussion, I believe that we all agree that a non-discrimination ordinance is essential to the wellbeing of our community. I look forward to a thoughtful debate on the details, but at its core, this is about ensuring that Huntersville is a welcoming and inclusive place to live, work, and play. By prohibiting discrimination based on protected characteristics like race, age, religion, disability, sexual orientation, gender identity, natural hairstyles and more, we help safeguard our residents from unfair treatment and employment in public spaces. This is how I believe we truly embody our Town's vision thrive here. And Mayor Clark, if it's okay, I have three considerations that I wanted to kick-off for the discussion. I'll just go through them and then interested in hearing feedback.

With the presentation in mind, there are probably three things that I wanted to focus on right now. The first is in regards to a filing deadline for complaints. I'm not sure where it currently stands in a draft, but I feel that there needs to be a reasonable timeframe for individuals to file complaints that's not too short, but also not so long that a timely resolution doesn't occur. My proposal for that is 180 days as a balanced window, so I wanted to make sure that was put out there.

Second consideration is enforcement. I do absolutely believe that there should be a meaningful enforcement without being overly punitive. I know mediation, restorative justice is often a primary goal, but I am also okay with leveraging the fine if that's the direction that this Board wants to go. I would like to hear more from staff about how that would be implemented, especially if we were keeping this in house.

The last thing that I wanted to bring up is in regards to small businesses in our town, because if the NDO applies to businesses with fewer than 15 employees, and I absolutely believe that it should, it will introduce new compliance requirements for these small businesses that currently are in that gap and not covered under federal regulations. I am curious if we can add in an education support process for businesses if it's passed to make sure that the information gets out there of what the requirements are and the expectations.

Commissioner Rivers said can we go to the slide about enforcement. I know, Commissioner Dumas, you talked about the interlocal agreement that Davidson has with Mecklenburg County. Is that something that is an option or that's up for discussion?

Commissioner Dumas said it's something I would definitely like to consider. It's something that we talked about over the last year or so. It was written based on comparisons to other towns and in a way I

thought that would help us feel more comfortable. It is dialed down. I want it to be more powerful. If we're willing to consider a little stronger of an ordinance and go with an interlocal agreement, I'm willing to research and see if it's possible.

Commissioner Rivers said if we do an interlocal agreement with Mecklenburg County, do we know the process of that or how does that work? Are we familiar with their processes?

Mayor Clark said clarifying question real quick. This is with the City of Charlotte, right? Not Mecklenburg County.

Commissioner Dumas said yes.

Emily Sloop, Town Attorney, said I know that this was looked into as a potential enforcement mechanism in the past. My understanding of how it would work is that the Town would be responsible for paying an investigation fee. I believe it was quoted at \$3,500 per investigation and there was no guarantee if we did pay the investigation fee that the parties would voluntarily submit to any sort of conciliatory efforts. That was one of the drawbacks of trying to implement enforcement through an interlocal with Charlotte is that we may be on the hook for the investigation fee, but we may not necessarily get the outcome that was desired as far as conciliatory efforts.

Commissioner Rivers said if we're looking to keep it inhouse to avoid the \$3,000 investigation fee, has there been any thought processes behind how the investigations will be covered or conducted? Do we have the expertise? As far as I know, when you're getting into civil rights and when you're getting into employment rights, do we have the expertise inhouse?

Ms. Sloop said Commissioner Dumas did ask about inhouse enforcement and what that would look like and one of the suggestions that I had discussed with her as a possibility was having language in the draft ordinance that would require that if there was a more applicable agency that the complaint should go to first, that the complaint would first be submitted to that agency and then if that agency took action, it would not necessarily move forward with the Town. If they did not take action, that it could then potentially come back to the Town and the Town Manager would look into it and determine whether or not it was something with merit that we needed to attempt to take action on. I don't want to speak for the Town Manager. I don't know that he has any experience or expertise in dealing with these types of complaints. I'll let Anthony speak to that.

Anthony Roberts, Town Manager, said Emily hit it on the head. We would first try to send it to an appropriate agency if there's an appropriate agency out there that can handle that. That would be our first step. After that, if they can't, then it would come back to my office. Am I an expert in everything? Absolutely not, but we would look to handle that. Obviously, it comes through the Manager's office but also with the assistance from the Town Attorney's office as you can see here, so I'll lean on the Town Attorney's office to help try to figure some of these things out.

Commissioner Dumas said [inaudible]

Ms. Sloop said we can't force them to drive to Charlotte to engage in any conciliatory efforts. It really depends on if they had filed any complaint or any other type of action with another entity. But if the effort can't be conciliated through the interlocal agreement, my understanding is we would still have to pay the fee if they did any sort of investigatory work, even if the parties did not engage in the efforts. I

don't know what their practice is as far as when they would call the line of stopping the investigation and dropping the case per se.

Mr. Roberts said I would say we haven't engaged with them in, I don't know, maybe a year. It may be longer. Maybe Emily's talked to them since, but it's been quite some time.

Ms. Sloop said it's been quite some time, probably 2 years at this point.

Mr. Roberts said if we move forward and we get to an ordinance standpoint, and that's a direction the Board wants to go, we would need to engage them again and kind of see is \$3,500 the amount or \$2,500 and how that would shake out. We would definitely need to follow back up with them.

Commissioner Quarles said since you were just answering the question, I'm going to ask you, do you have any experience in discovery because that may come to you as far as making a determining factor if someone was discriminated against.

Mr. Roberts said every day you have to make judgment calls on various things, but as far as have we had any situations come to us since I've been here in seven years, to me, my office, the answer is no. I've had no cases that if I got a phone call, email saying I've been discriminated against one of these various categories that were listed by Commissioner Dumas, I have not received that personally, if that's your question that you were asking me. Now, do I have expertise in every one of those, absolutely not.

Commissioner Quarles said you probably would do what the Board would vote on to say do. But if the question came to you in a hypothetical, would you support the NDO move forward with, what would your answer be on that.

Mr. Roberts said basically, it doesn't matter what Anthony says. If four people say we're rolling with this NDO, Anthony's going to make it happen. If four people say we're not rolling with this NDO, Anthony's going to make that happen, too. That's what will happen, either way. I don't care. To me, I'm here to represent what four of the Board members say do and we will enforce it if that's what the Board tells me to do. If they say go to Charlotte, we're going to work and try to make it happen in Charlotte. But in the 6-1/2 to 7 years that I've been here, I have not received any complaints. They may have gone to the Police Department, may have gone somewhere else, but not to me.

Commissioner Quarles said doing your research, we know when and why Charlotte-Mecklenburg, Wake County, all those did the NDO. Do you know how many complaints they've had in Mecklenburg County or Charlotte?

Commissioner Dumas I didn't check with Mecklenburg County. I did check with Charlotte. There's an average of about 10 complaints a year. I can get you specifics on that. In Charlotte there's around 10 since 2020 when they passed their most recent version of it, because they've had an NDO since 1968, but the most recent version has had roughly about 10 per year.

Commissioner Quarles said do you know how many blame was found of the 10?

Commissioner Dumas said I do have those numbers, not in front of me. I have shared them with you and I can reshare them with you.

Commissioner Quarles said I want to do a scenario because we haven't had any complaints in Huntersville, therefore we'll be moving on a hypothetical. I want to take a real situation into a hypothetical.

Commissioner Dumas said to be fair, just to point out before you do your hypothetical, we don't have a process of, or a reason, we don't have an ordinance to provide our public with reason to complain to our town. There's no process in place for that now. That doesn't mean there's no discrimination.

Commissioner Quarles said we have a 55-year-old white woman who just got divorced and her lifestyle changed for the worst. She embezzled money from her workplace, which is a small boutique and she gets caught. And again, I'm taking a real situation in Huntersville, but I'm turning it into a hypothetical. She files a complaint with the Town and says she was discriminated against because of her age. Mr. Roberts says there is nothing there. She gets upset at the Town of Huntersville. She then contacts an employment law attorney and says that she was discriminated against by the boutique as well as the Town of Huntersville because of her age. The attorney says I will take your case and if we win, my fee is 20 percent of the award. The small boutique, like most small businesses in our town, do not have an attorney on retainer, therefore they have to hire an attorney. The lady knows that she's not being truthful and doesn't care about the harm she's bringing upon the company or the taxpayers. Is the financial burden to the company fair?

Commissioner Dumas I would say this is still a right to work state, so we have little control in that. But also, I don't know any of the details of this example and I'm not a lawyer.

Commissioner Quarles said I'm just asking if the financial burden on the company, if the person knows that she's lying, she embezzled money, but she's bringing harm and libel on this company, is it fair to that company, that small business?

Commissioner Dumas said I guess not. I don't know anything about the situation.

Commissioner Quarles said I'm just asking you hypothetical. Is a tarnished reputation that could bring great financial impact to the company fair?

Commissioner Dumas said I can see where you're going with this. So, you're saying in a case where somebody says something about a company that's wrong, false and they're trying to win a lawsuit, is that fair. Is one person's bad acting reason not to protect the rest of those people?

Commissioner Quarles said I'm not saying that. I'm just asking you is it fair because it could happen and it could very well happen to more than one small business.

Commissioner Dumas said these types of cases that I'm aware of, there have not been any lawsuits in the other 22 plus towns and communities that have moved forward with this. I don't believe it's worth not moving forward with a non-discrimination ordinance out of the risk of one bad actor.

Commissioner Quarles is there a reason we can't just do a resolution?

Commissioner Dumas said a resolution does nothing. It has no reason to track. Here's one thing that I think is beneficial to having a smaller \$250 fine. I agree it's weak. I would like it to be stronger, but what this does, it gives us an opportunity to track complaints and determine in a year, two, five, if it makes sense to expand that if Huntersville is an area that we need to do something more. Right now we have

no method of tracking complaints. There's no reason to file with our Town. We have heard from dozens of people today. We have received dozens of emails. We have heard from three doctors that have told us about all of their patients and how they feel like their patients could use something like this. And I believe that based on the voices that we're hearing from, it is needed and I'm not willing to risk that for bad actors. And that's the reason for mediation is to determine that. That's the reason for the investigation. And that happens regardless of having an NDO, people can say bad things about businesses.

Commissioner Quarles said you say the proclamation does nothing. Emily, do we have statutory authority over an NDO?

Ms. Sloop said I want to preface my comments before I respond to your question. I, as a female attorney under the age of 60, in a traditionally male dominated role and environment, am not paid to give the Town or the Town Board my advice based on personal experience, personal opinion, personal experiences that may include instances where I didn't feel that I was treated with the respect, dignity or equality that I deserved, nor am I paid to give my opinion based on political considerations. I'm paid to give the Town my unbiased, well-researched and thought-out legal advice. In my personal opinion, and attorneys do have differing opinions, I do not believe that we have clear cut authority to pass a non-discrimination ordinance. We most certainly do not have local legislation in place to pass it and I have not found a clear-cut source of general authority that is applicable within North Carolina to all jurisdictions.

Commissioner Quarles said my last comment back to Commissioner Dumas because this is your thing, as you know how this Board operates, we just don't take one side. We investigate and we talk to people, but I want you as well as others to know we've talked to other people as well and before we make a decision, we should hear from both sides because there's quite a few people who are not in favor of moving forward with an NDO, not that they don't support it, but there's a number of reasons and I think we should do the right thing and speak to more than just our base circle. That right there is when we can make the best decision. Again, you heard Mr. Foster, he mentioned tonight, don't do something with the NDO. There were other people and in my comment I'm going to make, I spoke to a 21-year-old young lady who gave a comment about an NDO because the word is spreading. So again, I think we should talk to more than just our base circle. I would love to speak to every person that's in charge of the various caucuses that say they support the NDO, because I do know up until a week ago Commissioner Rivers and myself asked that the supporters go out and bring us a caucus, a coalition of different caucuses, but up until a week ago we were told that no one would communicate with the spokesperson. I want to be fair and I don't want to mislead people or give them false hope. We should be able to speak with them, not have one person speak for the caucus, but speak to the group themselves. Again, I'm in favor of an NDO. I'll say it now and I'll say it again, but I'm going to have the tough questions, but I want to make sure that we do what's right to everyone.

Commissioner Bergsman said I do have a question for Emily, but I wanted to add on to what Commissioner Quarles has said, first this was on the agenda which was published, so anyone could have come tonight that saw the agenda, spoke out whether they supported it or not, and obviously lots of folks did come out and support. I'm kind of confused. I want clarification from you because the way that I've understood it, and for example, we will be talking about this at our next agenda item with our committees and I know our Town Manager sends out a spreadsheet of all the different things that we're working on with regular updates, so I've seen this as this was a topic that Commissioner Dumas was, correct me if I'm wrong, assigned by the Mayor to work on. I don't think there's ever been any trying to

leave others out of the conversation. I'm sorry if that's how you feel. I'd like to know more about it, but that's not how I viewed it.

Commissioner Quarles said in the conversation that you and Commissioner Dumas have had is based on all people who are in favor of the NDO. I have spoken with people who are in favor, as well as oppose it. So again, there is leaving someone out because if you haven't taken the time to speak with someone that's going to be honest with you and give you a true assessment of yes, and here's the why, then you are leaving people out.

Commissioner Dumas said Commissioner Quarles, you asked me to bring you examples of folks that were in favor and I did that. I have seen zero emails from people who have told me they're not in favor and I have seen and heard from two people tonight, three people tonight, that said they weren't in favor and I've forgotten the gentleman's name, I'm terrible with names. The gentleman you just referenced that said that he is in favor of waiting until the next term. Mr. Foster is in favor. He's not in favor of it now for election reasons. I'm only guaranteed this one term, as we all are, and I believe that it's the right thing to do for my town. If it's the right thing to do in November after the election, it's the right thing to do now. I have a deep respect for our lawyer and we have had so many conversations over the last year, Ms. Sloop, and I so appreciate your time over the last year and we are going to have to agree to disagree. Being a woman in this male dominated industry, I've been in a male dominated industry, I totally understand where you're coming from and I hate to challenge you from the dais, I truly do. That being said, I've spoken with a number of attorneys over the last year who disagree with our lawyer's perception of authority.

As stated earlier, Charlotte passed their first NDO in 1968. From my understanding and my research, the only thing that has really changed in regards to authority since 1968 was a lawsuit that happened in 2001 called Williams vs. Blue Cross and Blue Shield of North Carolina. That case lost because it gave the citizens subpoena power and the right to sue. We are not doing that with our NDO. I did not write that into the NDO. I have spoken with Bob Hagemann who has a public memo online. You can Google it. This is public information. He had been the City of Charlotte's attorney for 24 years before being recruited to the Chatham County Attorney's office.

He has a differing opinion than our lawyer and he has a very public debate here with Dan Bishop. He states here, protecting citizens from discrimination falls within the broad police power and the business regulation power granted to North Carolina cities. While no North Carolina court has ruled on the issue of whether a non-discrimination ordinance falls within the police power or the business regulation power of a city, federal courts and other state courts have for over 50 years routinely found that non-discrimination ordinances applicable to businesses providing public accommodations are permissible under the police power of a city.

Let me talk about the Charlotte 1968 ordinance for a second. That ordinance was among the first significant local efforts in the south to address discrimination and public accommodations. That ordinance outlawed discrimination with public accommodation based on race, color, religion and national origin. It expanded civil rights to address racial segregation. It was part of a broader push to promote civil rights at a local level and the passage of this ordinance was controversial, especially in the segregated south where local governments had been reluctant to challenge the racial status quo. The Charlotte NDO became a landmark moment in the civil rights movement setting a precedent for other cities and municipalities in the south to pass similar anti-discrimination laws. This ordinance was challenged and there was significant resistance, which I have heard none. If you have people who are resistant, why aren't they emailing us? Why aren't they here speaking? The ordinance was challenged

and there was a significant resistance. However, it was an important step toward greater equality and continued momentum of civil rights efforts at a local level. If we don't have the authority now, it would seem that Charlotte didn't have the authority then. And I wonder what history would look like without it.

Commissioner Quarles said you say 1968. Charlotte, Mecklenburg County, Wake, Durham County and Winston-Salem revised the NDO in 2021, so for you to sit here and say 1968 to a black man who has dealt with discrimination, what did an NDO do for the African Americans from 1968 to 1921?

Commissioner Dumas said I just bulleted what the Charlotte NDO did. It pushed for civil rights to address racial segregation. I can't speak on behalf of the black community. I am just saying that I believe that we have none of that here. Charlotte had that starting in 1968. We don't have any of that, so can we start with something?

Commissioner Quarles said they had that, but how did it protect minorities from 1968 to 1921 when they made the revisions and that came because of losing dollars?

Commissioner Dumas said are you trying to say that there's no benefits to the non-discrimination ordinance and the civil rights amendment?

Commissioner Quarles said I'm not saying that. I'm asking you questions so I can make a sound decision if we come to time to vote.

Commissioner Dumas said I don't feel comfortable speaking on behalf of a black man. I don't think that's a fair question.

Commissioner Bergsman said I have a question for staff, but I wasn't sure if we're ready to move on, and I guess probably for Emily. I am curious, so when I've been doing my research on NDO's, there are two state statutes and laws that are often referenced. One is a police power statute and the other one is GS 160A-194. I also looked, and from what I can tell, all the 22 plus municipalities that currently have NDO's have not had any challenges to those since the sunset of HB142 in 2021. I'm just curious what your perspective is on municipal authority in relation to the two state laws that are typically given as reasons for that authority.

Ms. Sloop said first off, as to the other 22 jurisdictions, I don't know exactly what their rationale was based on. They may or may not have local legislation in place that would allow for NDO's. I don't know. I don't have all of their charters memorized and their local legislation. Let me just state that first.

Secondly, 160A-174 is what's known as our general police power, what gives us the authority to make ordinances in general and that is the section of Chapter 160A that the Williams vs. Blue Cross Blue Shield's case that they stated that, when I say they, the court, felt that that particular subsection of Chapter 160A was not broad enough to utilize as an authority for passing an NDO. Again, I have discussed this with Commissioner Dumas. I know that not all attorneys share the same opinion or legal interpretation of that case.

I will say that I've also done my due diligence and spoken with other attorneys and there are multiple other attorneys that also agree on that interpretation that it is not broad enough, so there are differing opinions on both sides of whether or not we could utilize that particular subsection. I know that in the memo that Commissioner Dumas had referenced that there was also a reference to the other

subsection. I'm unaware as to whether or not that is something that the other jurisdictions were utilizing. I have not seen that particular subsection come up in searches that I've done as an underlying statutory reference as to why an NDO was passed. But again, I can't speak for the attorneys that represent those jurisdictions as to what they were relying on for their rationale, if that makes sense.

Commissioner Bergsman said it does. And then there was kind of a second question folded into that that you might have missed. Are you aware if there have been or are there any current lawsuits against any of the 22 plus municipalities that have passed an NDO?

Ms. Sloop said that I do not know. I have not looked into that to see whether or not any suits have been brought against the 22 jurisdictions. I believe Commissioner Dumas said that there had not been, but I can't vet that. I know that in some of the earlier passings a couple years ago when they were coming out that several advocacy groups did threaten to sue and pursue litigation, but I don't know whether they did or not.

Commissioner Bergsman said then I just have one more question, probably for Anthony or whichever staff member wants to chime in, because I personally in all of this have thought the interlocal agreement would be one of the best options to look into, and that's why I want to hear what staff would say if we did the enforcement inhouse and a complaint came against the Town of Huntersville by complainant, how would that be handled?

Ms. Sloop said we have personnel policies in place that would apply to Town of Huntersville employees, if that's the question.

Commissioner Bergsman said I'm thinking more public.

Ms. Sloop said that is something that could occur. For example, if you are stating in the provision of government services such as if we were to offer a parks and rec program and someone alleged that they were discriminated against, although I will say that we do have a policy in the Town of not discriminating in the provision of services.

Commissioner Hunt said I have a couple of questions for staff. This question is about enforcement. If we were to do it inhouse, what happens if a business refuses to pay or engage in that process?

Ms. Sloop said we cannot force them to engage in a conciliatory effort. If they do not pay, then we would have the option of attempting to essentially go to court and have the court issue an order mandating that they pay the civil penalty. It's called a civil action in the nature of debt, so we would be required to go to court and seek that payment.

Commissioner Hunt said on the other hand, if we utilize the interlocal agreement, how would we pay those fees? Where does that money come from?

Ms. Sloop said that would be an Anthony question.

Mr. Roberts said if that's the route we would go down, we would probably set some money aside in the budget for those types of issues. We'd have to guesstimate, maybe I'd use Charlotte and say it is 10 at \$3,500. We'd have to just look at something like that if that's what choice you went down. But I would hope we would not go to court to collect \$250 because I'll just be honest, that'd be stupid. It costs us a whole lot more to try to collect \$250, so that makes no sense to me to do that.

Commissioner Hunt said Commissioner Dumas also referenced the ability to track complaints and so I'm wondering where these complaints would be tracked. Would residents be able to search that information? Where does that live?

Ms. Sloop said my best guess, because we don't have a system in place as of now, is that we would have to create a case intake form or a case complaint form and they would submit the form to the Town Manager's office and the complaint form itself would be one method of tracking it. Maybe we would create some sort of spreadsheet, something like that as to the classification as to what type of complaint it was. Again, because this is new, I don't know that we necessarily have anticipated in these early beginning stages of these talks how it would be tracked per se.

Commissioner Hunt said so if that information was being tracked, would we just be tracking someone who was found to violate or who's discriminating against others or would we be tracking any complaints?

Ms. Sloop said again, that's not something that has been fleshed out. I would just remind the Board that any documents that we receive would be subject to public records requests, so keep that in mind as well.

Commissioner Hunt said when Jennifer Roberts was here, she talked about a survey and I know that the Town doesn't typically send out surveys for ordinances and soliciting content or opinions about that, but could we send out a survey to hear about residents' experiences and sentiments about this?

Commissioner Dumas said I'm going to jump in just because if that's how the Board is going to feel comfortable with moving forward, then I'm willing to talk about that. From my perspective, I don't know if that question was for me, but my thought is we've heard from people, we've heard specific examples from people in emails and tonight in public comment. I guess I'm not sure what a survey would prove in addition. Do we need it? Are we asking if marginalized communities and people actually need extra protection from discrimination? I think that history has proven that is the case and that we only don't need it if racism has ended, sexism has ended, homophobia, transphobia, that's no longer in existence. To me, I don't know what a survey proves.

Commissioner Hunt said I'm just viewing it as another form of due diligence maybe just to involve more voices in the community because not all folks are following along with the proceedings here. Just another way to gather information. I guess one of the concerns that I'm having based on what we've heard is that according to our attorney, the person that we pay to advise us, is saying that we don't have clear statutory authority. That's a concern. It's also a concern that if a business refuses to pay, then we can't really hold them accountable unless we take them to court at some point, which depending on the violations, that may not be worth it for \$250 as Anthony pointed out. I guess in some ways this feels like I'm writing someone a check and if they cash it, it might bounce. Or as a former teacher, I didn't create rules that I couldn't enforce. These are some of the concerns that I'm having about it.

Commissioner Dumas said I understand all those concerns. We heard from people earlier today that talked about this is largely a statement to the community that needs to hear the statement. And I wouldn't want to sue over \$250, but having public record and figuring out that a business in town has had multiple citations.....if we have a business that's had \$10,000 worth of citations and is clearly an issue, then maybe we would consider suing them. But I understand that concern and if it's something

that we want to increase the fine on to make it more of an enforceable offense, I'm absolutely willing to talk about that.

When it comes to statutory authority, the authority I've already talked about, you're right, we have a lawyer that we pay and we have different interpretations. I've read and reread 160A-174 a million times to understand it for myself. And one of the things that's listed in it is that the police authority would cover the public health, welfare, safety, or convenience of our residents. And to me, that gives the authority of an NDO. We're talking about the public health, the welfare, and the safety of our constituents. I feel like we've heard from the community, I've already talked about that. If we want to do a survey, if that's going to help everybody feel more comfortable, that's fine. If that's what's going to be what helps folks get to a yes, we can do a survey, but I don't want to do a survey if everybody's going to be a no anyway.

I want to talk over the next couple of weeks before a vote about levers that will actually help folks decide that they can support this. In 2016, the authority was taken away from towns to move forward with NDO's. If we didn't have the power, why did they take it away? If we didn't have the power, why did we pass one? Why did Charlotte pass one in 1968 if we didn't have the power? Why did we add on to that and amend that a million times since? I repeat in 2016, the NCGA took the power away and then the bill expired and they did nothing to reinforce it, allowing 22 plus towns to move forward. If we didn't have the power, why did that expire and why have no lawsuits happened with these other 22 plus towns?

Commissioner Hunt said I guess another concern that I have, as you were mentioning that it made me think of this, sometimes municipalities will pass ordinances or will create rules, whatever, and then Raleigh takes that power away and they take it away for everybody, like the plastic bag ban, for example. I think that's a real possibility as well.

Commissioner Dumas said you're absolutely right. I think that is the goal of showing how many towns are in favor of this. The strategy isn't just that Huntersville has a non-discrimination ordinance. It's that North Carolina has a non-discrimination ordinance. In order to send that message to North Carolina, the goal is to have towns such as ourselves show that it's important to them. That's how we get one for North Carolina. The more towns that move forward with it, the less authority they have to take it away. Could they? Yes. Our president could do that it seems lately. And if he does, if they do, at least we tried and we sent a message for now.

Commissioner Bergsman said there's a couple things I often hear, and not just tonight, but in general. The Town Attorney being described as our attorney. And I kind of just want to make it clear to whoever's listening that our Town Attorney, who does an excellent job, his role is to protect not myself, not Mayor Clark, not the Board. It's to look out and protect the Town. And Emily, you do a good job at that. You do a very good job at that and you're paid to be cautious. That is part of your job description and I understand that. But what I also think about is that when you look at history, and for example in my husband's family, he has family that only survived the Holocaust because they provided shelter when it was not allowed, when it was against the law. And there just are times where what's right and what's moral has to take precedence.

Mayor Clark said Commissioner Quarles, I was thinking about your question about the 1968 ordinance in Charlotte, and I'm not a historian, but I would imagine just from context clues that the impact of that kind of ordinance led to the desegregation of public schools. It led to the removal of that separate but equal policy because it made that illegal. That would've been one of the steps in making those things

possible. Now I have to go back and fact check myself on this, but that would be where I would put my mind if thinking about a 1968 ordinance and how it would've helped with the Civil Rights movement at the time. But that's something you and I can sit down and do some more research on. That's kind of where my brain was thinking about.

The next thing that's been on my mind a lot is Commissioner Bergsman and I went to a presentation by the Anti-Defamation League earlier this year, and I'm not sure I can get through this without getting choked up, but one element of that was the extreme impact of antisemitism in our country that's on the rise and the incidence of antisemitism and hate against Jews is second only to hate against people of color, of black and brown people. And so when I have been thinking about this NDO and what it means and what it does for us, it has become vitally important to me to make sure that the message is sent that people are safe in our community. And so whether a \$250 fine might not be enforceable or what other towns have done is not really something that weighs on me because what weighs on me more is making sure that the people that live in our community feel safe here. And this is one way for us to do that. And so that's something I just want us to think about as we continue to move forward with our discussions.

I do think all these things and suggestions and ideas are beneficial and that it kind of opens the conversation and that we can find a pathway forward if we continue to work together and have open lines of communication. That is our expertise up here at this dais is what we do to go really well together as we speak to each other and with respect and that we try to work together to resolve issues. I hope that we'll continue to do that and find a pathway for this so that we can get it on the agenda.

Commissioner Quarles said I thank you for that comment, but when we bring up the NDO, people should not shy away from critical conversations or the tough conversations. If you want to talk about the NDO, we need to be real about it. And you mentioned about what the NDO did in 1968, but also during that time we had redline in districts. Again, the NDO was there, but my point was how did it protect people 100 percent. How did it fully protect someone? Again, she mentioned that the proclamation serves no purpose. And if you want to bring back to the history, I would tell you that an NDO in the past, it served no purpose. When I say served no purpose, I have been discriminated against. I know others who have been discriminated against from employment opportunities, from housing opportunities. These are firsthand experiences. When I say served no purpose, it may serve a purpose for some people, but I know some who it didn't serve a purpose, too. By me saying these things, I respect every person that came here and spoke in favor of the NDO. I respect it and I understand where they're coming from, but I also ask people to respect where I come from, because as my notes, my comments I'm going to say, some people have never been discriminated against, so you don't know where I'm coming from when I make these comments.

If we can't have critical conversations, and that's part of leadership, that's a leadership course if we can't have critical conversations, then we need to scratch this because in discussing this, to move forward and move this town forward, we have to have the critical conversation. And it's uncomfortable to have these conversations. I know it's uncomfortable, but I'm bold enough to say these types of things because if we want to move forward, understand the path that someone else who's been discriminated against, understand the path and the shoes they've walked in. That's all I'm asking us to do. And again, I'll say it again, I'm in favor of the NDO, but we need to be able to, when we go out and talk to someone who's not in favor of it.....my friends, he's gone. He and his husband gone, dear friends of mine, I can help. We have those conversations, but because a black man makes these conversations, I know I'm making you uncomfortable. And that's the purpose of it because talking about the NDO makes me uncomfortable. So what makes you uncomfortable? Why can't I be uncomfortable?

Commissioner Dumas said I'm not uncomfortable. I don't know. I don't feel like.....

Commissioner Quarles said maybe the comment that came across, I don't want to seem like.....

Commissioner Dumas what is it about the NDO that makes you uncomfortable?

Commissioner Quarles it doesn't fully protect everyone. You have different municipalities, 22 out of 552 and the 22, all of them are different. Not one of them are identical. If it's for every person equally, whether it's Huntersville, whether it's Wake County, why shouldn't and why can't it be the same? Why can't we just take what Davidson has or what Charlotte has and copy the same thing.

Commissioner Dumas said I took.....

Commissioner Quarles said exactly. Why can't we copy.....

Commissioner Dumas said and Charlotte has, and I drafted it based on feedback in conversations.

Commissioner Quarles said we would not be having this discussion tonight if you would've taken the NDO that Charlotte has or Davidson or Mecklenburg County, if it's word for word. I don't think we.....

Commissioner Dumas said let's do that. Let's get the Charlotte ordinance. We'll copy and we'll move forward with that next week or the next meeting.

Mayor Clark said or we can look at the Davidson and Charlotte one and compare and contrast.

Commissioner Quarles said in addition to.....

Mayor Clark said but we have to make sure that we are accommodating our staff and what else that entails.

Commissioner Quarles said it also requires a lot more, Mayor Clark, because we just talked about it'll be a \$3,500 or \$25 burden. We need to discuss all these things. If we're going to move forward, are we going to stay what they have, but we also need other discussions. What burden or financial burden it's going to cost maybe a small business and/or our town. We have to be wise. We have to be good stewards.

Mayor Clark said of course, absolutely.

Mr. Roberts said I was just going to say we need clear direction of where we're going to go if we have a, I'm going to say a draft ordinance that folks have probably seen that we have. If it is to get on the agenda, two people need to add that to the agenda. We know that. And just to be very clear, if it gets on the agenda on the first reading, it has to have a super majority vote to pass the first reading. If it does not have a super majority, but it has enough, a majority, it has to go to a second reading to pass. I just want to be very clear with everybody. If we're going to change the ordinance to be Charlotte's or whatever, just make sure we have four people that say we want to do that, because what I don't want to do is go waste time doing this versus that and then four people tell me, we didn't tell you to do that, Anthony and three said did. I just want clear direction so that Emily and I can do whatever the majority of this Board wants to move forward with and we're good. That's all I need to hear. But until two Board

members say put it on the next agenda, it won't be on the next agenda unless two people say do it just like this made it tonight.

Mayor Clark said can I sort of say at this point, let's have staff provide to the Board the non-discrimination ordinance for Charlotte and Davidson for us to compare and contrast, and then we will either arrange meetings with you and/or Emily to discuss what elements that we feel are appropriate for Huntersville. Does that work for everybody?

Ms. Sloop said I'm happy to provide those documents to you all, but I do want to state that, just to clarify because I don't want any misunderstanding, my concerns about lack of statutory authority are not based on the enforcement mechanism utilized in the different ordinances, whether it was enforced by civil penalty, enforced by some sort of, it couldn't be mandated, but attempt at conciliatory reconciliation, whether it was enforced by trying to seek an order of abatement or an injunction, etc. Whatever's in our toolbox for enforcement.....that is not my concern. My concern is to pass the ordinance in the first place.

We need authority to do so. Not only do we need to figure out what enforcement mechanism would be appropriate for Huntersville and that would be something that the Board would have to consider. I just wanted to put it out there that it's not the method of enforcement, it's the lack of statutory authority in my opinion as to what my biggest concern is. I do agree with Anthony that enforcement is the second biggest concern, but I wanted to make it very clear that whichever way that we chose to enforce it, I still, from my own professional legal opinion, don't feel that we have clear cut authority.

Mayor Clark said back to that next step. Is the next step for each of us to have copies of the ordinances for Charlotte and Davidson and then we review them in small groups.

Mr. Roberts said that's easy. We can send you those two ordinances, but after that, four people need to tell us to move forward.

Mayor Clark said then after that, if we come to an agreement of whatever that is.

Mr. Roberts said whatever that looks like, just so that we're following the majority of the Board.

Mayor Clark said is that good with everybody?

Commissioner Bergsman said could we add in Apex or my concern, and I definitely want the Board to see all of Charlotte's, I'd hesitate that it's not, it's like an apple to oranges comparison. There's an amendment of an ordinance that's been existing for a while. It's in multiple, depending on whether it's in regards to public housing, employment or public accommodations and I know it's in different sections of the municipal code, so I just want to make sure that everybody would also have enough resources in addition to just that one.

Mayor Clark so you're requesting we also have Apex in the mix to have a set of three, is that what you're saying?

Mr. Roberts said we can send you tons of ordinances. I mean probably all 22 if I can find them. But that's just tell us what you want and we'll send those to you and then give us some direction.

Mayor Clark said alright, so that's our next step.

Commissioner Dumas said I'm more than willing to have conversations about tweaks and discussion about ways to get to a unanimous vote. Like I said, I took pieces, if not most, 99 percent of this from Apex and then feedback over the last year to get it to where it is now. I want to be moving towards a yes and I want to be looking at taking a vote in March. Next steps we'll have small groups and discussions and we'll look to have a vote on the March 4 meeting.

Commissioner Quarles said I'm not in favor of that, commissioner. The Mayor Pro Tem asked for a survey. Now you're strong arming us for a couple of weeks.

Mayor Clark said Commissioner Quarles, I forgot the survey. I'm sorry. That's my fault. We can work, these things can be done hand in hand in parallel. We can review things and also have a survey. Mr. Smith is nodding at me, yes, that we can do these two things at the same time. I'm sorry, that's my fault. I didn't mean to forget that part.

Commissioner Bergsman said before a survey goes out, would we be able to see what that's going to look like? I mean I am okay with a survey that's asking for stories or things like that, but any kind of survey that asks, would you like an NDO in Huntersville I am 100 percent not okay with, I mean my years of working in the human rights field, you don't ask a majority to give an opinion on the rights of a minority.

Mayor Clark said I think we would probably have to go back and look what Charlotte did and then see if we don't want to recreate the wheel.

Mr. Roberts said we would send whatever survey questions that the group came up with. We would make sure four people want to roll out with those, whatever those questions are. And that's what we roll with. But four people will decide at least what goes out. It won't be Anthony. It won't be Ethan.

Mayor Clark said so we have clear direction to the staff to assist us with sample ordinances to be sent to the Board and then discussions after that. And then also a survey that will be reflective somewhat of whatever Charlotte did that we'll all review and review the results of that. I think we can conclude our discussion on item 10 A.

Committee Assignments/Advisory Boards. Mayor Clark said we put this on the agenda because we as a Board have committee assignments over the course of this past year. Some of the committees that we have had or organizations where we've had liaisons assigned have been dissolved like the Lake Norman Economic Development Commission and then I have been assigned to other commissions. We're probably going to take a look at each of these different places where Board members are appointed as liaisons and also where staff has a commitment to take minutes to do recordings, etc. and kind of revamp and streamline based on our needs. What I would like for you to do is to get for us the attendance, how often these boards have met, how many staff are assigned to them to support them all. Basically, the nuts and bolts of what it takes to have all these advisory boards and committees so that we can make sure that we're using everyone's time wisely and making sure that we are equally represented as I have kind of taken on extra wards and other people on this dais don't have representation with committees, so we'll figure it out.

Anthony Roberts said like you said, LNTC is a new one. EDC we've done away with, so we'll just seek feedback from the Board on this to make some changes. As the Mayor said on the appointed boards, we'll get that information. I think what you said is gather that information, bring it back to the Board

because we've made some changes. Just like for instance on the Arts Committee they were not meeting, so I think we pushed those back to quarterly meetings. We'll get you that information by the next meeting so we can have some more discussion.

Mayor Clark thank you. I appreciate that.

CLOSING COMMENTS

None

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

Approved this the ____ day of _____, 2025.

DRAFT



Request for Board Action

April 1, 2025

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Gibson Park Phase II Construction Contract

EXPLAIN REQUEST:

The Public Works Department accepted formal bids on February 12th, 2025 for the Gibson Park Phase II Construction project. 4 sealed bids were received with Country Boy Landscaping, Inc. being recognized as the lowest responsive, responsible bidder with a total bid amount of \$761,004.10. The Public Works Department wishes to engage with Country Boy Landscaping, Inc. for the completion of this project.

ACTION RECOMMENDED:

Approve contract.

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. Gibson Park Ph 2 - CBL

BID OPENING - ROSTER

DATE: February 12, 2025

Project: Town of Huntersville – Gibson Park Phase II Project

Name	Company / Address	Phone	Email
Dillon Norton	Town of Huntersville	704-464-5396	dnorton@huntersville.org
Mason Everhart	EFFicient Developments	980-228-8074	meverhart@efficientdev.com
Alex Sullivan	NJR Group, Inc	704-726-0936	ASULLIVAN@NJRGROUP/INC.COM
MARK TAYLOR	TOH		mtaylor@huntersville.org
Eian Fowler	Town of Huntersville		



SEALED BID OPENING LOG SHEET

Project: Town of Huntersville – Gibson Park Phase II Project

Project Manager: Mark Taylor – Town of Huntersville

Kevin Fox – Director of Public Works

Date: February 12, 2025

Time: 2:00 PM

Bidder	Contract Signed	Bid Bond	Itemized Proposal	Total Bid Amount
1. Country Boy Landscaping	✓	✓	✓	\$761,004.10
2. King Asphalt	✓	✓	✓	\$1,597,056.50
3. Efficient Developments	✓	✓	✓	\$1,246,407.50
4. NSR Group	✓	✓	✓	\$2,516,914.20
5.				
6.				
7.				
8.				



REQUEST FOR FORMAL, COMPETITIVE BIDS

The Town of Huntersville will receive formal bids for the Gibson Park Phase 2 Project until 2:00pm on Thursday, January 30th, 2025 at the Huntersville Town Center, 105 Gilead Rd, 3rd floor Conference Room 302, Huntersville, NC 28070. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The bid opening and evaluation shall be open to the public. Notification of the apparent low bidder will be emailed to all bidders.

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

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

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

Dillon Norton
Project Coordinator
Town of Huntersville

Table of Contents

REQUEST FOR BIDS ("RFB")	4
1.0 INSTRUCTIONS TO BIDDERS	5
2.0 PROJECT SPECIAL PROVISIONS - GENERAL	8
2.0.1 Definitions	14
2.0.2 Other Definitions	14
2.1 AUTHORITY OF THE ENGINEER	14
2.2 CONTRACTOR QUALIFICATION	14
2.3 AWARD & EXECUTION OF CONTRACT AND NOTICE TO PROCEED	15
2.4 SUBLETTING OF CONTRACT	15
2.5 BID SECURITY REQUIREMENTS	15
2.6 INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES	15
2.7 MATERIALS AND TESTING	16
2.8 BASIS OF PAYMENTS, CLAIMS, AND RETAINAGE	16
2.9 TAXES AND LICENSES	17
2.10 UTILITY CONFLICTS	17
2.11 SUPERVISION BY CONTRACTOR	17
2.12 PAYMENT AND PERFORMANCE BONDS	18
Payment Bonds	18
Performance Bonds	18
2.13 NOTIFICATION OF OPERATIONS	18
2.14 PERSONAL PROTECTIVE EQUIPMENT (PPE)	18
2.15	19
INSURANCE REQUIREMENTS	19
2.16 PROJECT DISPUTES	19
2.17 FINAL INVOICE	19
3.0 PROJECT SPECIAL PROVISIONS - ROADWAY	20
3.1 CONTRACT TIME AND LIQUIDATED DAMAGES	20
3.2 PROSECUTION OF WORK	20
3.3 PROMPT PAYMENT	21
3.4 DRIVEWAYS AND PRIVATE PROPERTY	21
3.5 DENSITY TEST	21
3.6 PRICE ADJUSTMENT - ASPHALT BINDER	21
3.7 ADJUSTMENT OF MANHOLES, METER BOXES AND VALVE BOXES	22
Basis of Payment	22
3.8 THERMOPLASTIC PAINTED PAVEMENT MARKINGS	22
Measurement and Payment	22
3.9 RESTORATION	22
3.10 TRAFFIC CONTROL AND WORK ZONE SAFETY	23
3.10.1 Basis of Payment	24
4.0 EXECUTION OF CONTRACT PROPOSAL	25
EXHIBIT A - PLANS	26
EXHIBIT B - ITEMIZED PROPOSAL	74
EXHIBIT C - STANDARD CONSTRUCTION SERVICES CONTRACT	76

EXHIBIT D - PERFORMANCE AND PAYMENT BONDS	87
EXHIBIT E - TOWN OF HUNTERSVILLE UNIFORM GUIDANCE CONFLICTS OF.....	106
INTEREST AND NONDISCRIMINATION POLICY	106
EXHIBIT F - NON-COLLUSION AFFIDAVIT OF CONTRACTOR	109
EXHIBIT G - CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM	110
EXHIBIT H- BID BOND	111
EXHIBIT I - RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN	118
TOWN OF HUNTERSVILLE CONSTRUCTION PROJECTS	118



REQUEST FOR BIDS (“RFB”)

PROJECT: Gibson Park Phase 2 Sidewalk Improvements

LOCATION OF THE WORK: Gibson Park Drive from S Church St to Drake Hill Dr

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

BIDS MUST BE RECEIVED BY: Wednesday, February 12th, 2025 by 2:00 p.m.

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

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

DATE OF AVAILABILITY & COMPLETION: April 1st, 2025 (available) - October 31st, 2025 (completion)

Notice: All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina, which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$40,000 or more, except for certain specialty work as determined by the licensing board.

Courtney Boy Landscaping, Inc. 67108
NAME OF BIDDER N.C. CONTRACTOR'S LICENSE NUMBER

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

[Signature]
SIGNATURE OF BIDDER

Gibson Park Phase 2 Sidewalk Improvements

1.0 INSTRUCTIONS TO BIDDERS

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

The Project being placed out for bid by the Town of Huntersville is the Gibson Park Phase 2 Sidewalk Project shown on Exhibit A and B to this RFB. By submitting a bid, the Bidder agrees to provide the labor, services, equipment, and materials needed to complete the Project. All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered non-responsive and shall be grounds for rejection of the bid.

- 1.1 Standard Specifications. Those provisions of North Carolina Department of Transportation 2024 Standards for Roads and Structures ("Standard Specifications") specifically referenced in Section 2.0 of this RFB are incorporated herein by reference and shall be considered a part of the Contract. Divisions 2 through 17 of the Standard Specifications for Roads and Structures which are applicable to the Work being performed as part of the Project shall be considered as part of the Project Specifications and are hereby incorporated by reference as part of the Contract. To the extent that the terms of the RFB modify the terms of the Standard Specifications or the extent that there is a conflict between the terms of the RFB and the Standard Specifications, the terms of the RFB shall control.
- 1.2 The bid form furnished by the Town of Huntersville with the RFB shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE RFB! Again, all papers bound with the RFB are necessary parts thereof and shall not be detached, taken apart or altered.** The RFB includes the printed contract forms and signature sheets for execution by both parties to the contract. In the event the bidder is awarded the contract, execution of the bid by the bidder is considered the same as execution of the contract.
- 1.3 Bids must be submitted in paper form. Electronic bids are NOT permitted.
- 1.4 **BIDDERS MUST INCLUDE SALES TAXES, IF ANY IS EXPECTED TO BE PAID IN PERFORMANCE OF THE WORK, IN UNIT PRICING.**
- 1.5 All bids must be submitted in a sealed envelope. The sealed envelope must contain, in addition to the fully completed executed Contract (including all attachments) the required bid security (bid bond attached to the Contract RFB, cash, a certified check, or cashier's check in an amount not less than 5% of the total bid).
- 1.6 If the Bidder submits a bid bond as the bid security, the form attached to the RFB shall be used. Electronic bid bonds shall NOT be permitted.
- 1.7 All entries on the bid form, including signatures, shall be written in ink.
- 1.8 The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places*****
- 1.9 An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.

- 1.10 The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 1.11 Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- 1.12 The bid shall be properly executed. All bids shall show the following information:
- a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)
- 1.13 Bids submitted by corporations shall bear the seal of the corporation.
- 1.14 The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 1.15 The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 1.16 Withdrawal of bids shall be governed by N.C.G.S. § 143-129.1.
- 1.17 The successful bidder will be required to sign the Contract within ten (10) consecutive days of the award, or otherwise forfeit their bid deposit.
- 1.18 All bids must be submitted as a Two-Envelope Bidding Procedure. In this procedure the first sealed envelope contains the complete RFB package, addressed "Gibson Park Phase 2 Sidewalk Project - Bid RFB, DO NOT OPEN until bid date" and the second sealed envelope contains the completed bid bond, addressed "Gibson Park Phase 2 Sidewalk Project - Bid Bond, DO NOT OPEN until bid date". Both these sealed envelopes are enclosed together in an outer single envelope, addressed:
- "QUOTATION FOR - Town of Huntersville Gibson Park Phase 2 Sidewalk Improvements Project Bid RFB TO BE OPENED AT 2:00 PM ON Thursday, January 30th, 2025"
- 1.19 The bids will be publicly opened and read aloud in accordance with applicable law on Thursday, January 30th, 2025 at 2:00 p.m., in Conference Room Number 302, of Huntersville Town Center, located at 105 Gilead Road, Suite 302 (3rd floor), Huntersville, NC 28078. The bidder assumes all responsibility for making sure that their bid is received by the Town on or before the bid opening date and time, regardless of whether the bid is submitted in person, or by mail. If the bid is delivered by mail, the sealed envelope containing both the bid and the required bid security shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

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

Huntersville, NC 28078

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

2.0 PROJECT SPECIAL PROVISIONS - GENERAL

The Project being placed out for bid by the Town of Huntersville is the Gibson Park Phase 2 Project shown on Exhibit A and B to this RFB. The Contractor agrees to provide the labor, services, equipment, and materials needed to complete the Project. The Project will be performed in accordance with the North Carolina Department of Transportation 2024 Standard Specifications for Roads and Structures, including but not limited to Division 6, Asphalt Pavements, as modified in the Project Special Provisions - Roadway, contained in this RFB.

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

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

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

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

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

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of quotations. The Town of Huntersville may, at

its discretion, increase or decrease the quantity or any item or portion of the work for any reason.

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

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

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

101-1 GENERAL

101-2 ABBREVIATIONS

101-3 DEFINITIONS

102-1 INVITATION TO BID

102-5 INTERPRETATION OF QUANTITIES IN RFB

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

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

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

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

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

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

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

103-1 CONSIDERATION OF BIDS

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

103-5 CANCELLATION OF AWARD

103-6 RETURN OF BID BOND OR BID DEPOSIT

103-7 CONTRACT BONDS

103-8 EXECUTION OF CONTRACT

103-9 FAILURE TO FURNISH CONTRACT BONDS

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

104-1 INTENT OF CONTRACT

104-2 SUPPLEMENTAL AGREEMENTS

104-3 ALTERATIONS OF PLANS OR DETAILS OR CONSTRUCTION

104-4 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

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

104-6 ELIMINATED CONTRACT ITEMS

104-7 EXTRA WORK

104-9 DISPOSITION OF SURPLUS PROPERTY

104-10 MAINTENANCE OF THE PROJECT

104-11 FINAL CLEANING UP

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

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

105-2 PLANS AND WORKING DRAWINGS

105-3 CONFORMITY WITH PLANS AND SPECIFICATIONS

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

105-5 COOPERATION BY CONTRACTOR

105-7 COOPERATION BETWEEN CONTRACTORS

105-8 COOPERATION WITH UTILITY OWNERS

105-9 CONSTRUCTION STAKES, LINES AND GRADES

105-10 AUTHORITY AND DUTIES OF THE INSPECTOR

105-11 INSPECTION OF THE WORK

105-12 UNAUTHORIZED WORK

105-13 LIMITATIONS OF OPERATIONS

105-14 NIGHT WORK

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

105-17 INSPECTION AND ACCEPTANCE

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

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

106-2 SAMPLES, TESTS AND CITED SPECIFICATIONS

106-3 CONTRACTOR FURNISHED CERTIFICATION

106-4 DELIVERY AND HANDLING OF MATERIALS

106-5 STORAGE OF MATERIALS

106-6 INSPECTION AT SOURCE

106-7 SCALES AND PUBLIC WEIGHMASTER

106-8 DEPARTMENT FURNISHED MATERIAL

106-9 DEFECTIVE MATERIAL

106-10 DENSITY DETERMINATION BY NUCLEAR METHODS.

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

107-1 LAWS TO BE OBSERVED

107-3 PERMITS AND LICENSES

107-4 PATENTED DEVICES, MATERIALS AND PROCESSES

107-5 ENCROACHMENT ON RIGHT-OF-WAY

107-7 SANITARY PROVISIONS

107-8 PUBLIC CONVENIENCE AND SAFETY

107-9 COORDINATION WITH RAILWAY

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

107-11 PROTECTION AND RESTORATION OF PROPERTY

107-12 CONTROL OF EROSION, SILTATION AND POLLUTION

107-13 PROTECTION OF PUBLIC LANDS

107-14 RESPONSIBILITY FOR DAMAGE CLAIMS

107-16 OPENING SECTION OF PROJECT TO TRAFFIC

107-17 CONTRACTOR'S RESPONSIBILITY FOR WORK

107-18 FURNISHING RIGHT OF WAY

107-19 PERSONAL LIABILITY OF PUBLIC OFFICIALS

107-20 WAIVER OF LEGAL RIGHTS BY THE DEPARTMENT

107-21 SAFETY AND ACCIDENT PROTECTION

107-22 WAGES AND CONDITIONS OF EMPLOYMENT

107-23 LIABILITY TO THIRD PARTIES

107-25 HAZARDOUS, CONTAMINATED AND TOXIC MATERIAL

107-26 FINES AND LEVIES AGAINST THE DEPARTMENT

SECTION 108 PROSECUTION AND PROGRESS, INCLUDING ONLY THE FOLLOWING:

108-1 GENERAL

108-2 PROGRESS SCHEDULE

108-3 PRECONSTRUCTION CONFERENCE

108-4 CONSTRUCTION CONFERENCES

108-5 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

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

108-7 TEMPORARY SUSPENSION OF THE WORK

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

108-9 DEFAULT OF CONTRACT

108-10 CONTRACT TIME AND INTERMEDIATE CONTRACT TIME.

108-11 LIQUIDATED DAMAGES

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

108-13 TERMINATION OF CONTRACT

108-14 TERMINATION FO CONTRACTOR'S RESPONSIBILITY

SECTION 109 MEASUREMENT AND PAYMENT, INCLUDING ONLY THE FOLLOWING:

109-1 MEASUREMENT OF QUANTITIES

109-2 SCOPE OF PAYMENT

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

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

109-6 PAYMENT FOR LEFTOVER MATERIALS

109-7 COMPENSATION PAID AT CONTRACT PRICES

109-8 FUEL PRICE ADJUSTMENTS

109-9 FINAL PAYMENT

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

109-11 INTEREST ON FINAL PAYMENT

SECTION 150 MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

2.0.1 Definitions

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

2.0.2 Other Definitions

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

The Invitation to Bid, including any and all Addenda.

The Bid Bond

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

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

The Bidding documents submitted by the successful bidder.

The Payment and Performance Bonds

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

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

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

“Project” The Project is the Gibson Park Phase 2 Sidewalk Project shown on Exhibits A.

2.1 AUTHORITY OF THE ENGINEER

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

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

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

2.2 CONTRACTOR QUALIFICATION

The Contractor shall be properly licensed in accordance with applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$40,000 or more, except for certain specialty work as determined by the licensing board.

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

2.3 AWARD & EXECUTION OF CONTRACT AND NOTICE TO PROCEED

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

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

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

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

2.4 SUBLETTING OF CONTRACT

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

2.5 BID SECURITY REQUIREMENTS

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

2.6 INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

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

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

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

Holiday and Holiday Weekend Lane Closure Restrictions

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

**** Note: Any request to modify the above-mentioned traffic control restrictions must be submitted and approved by the Engineer prior to construction ****

2.7 MATERIALS AND TESTING

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

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

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

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

2.8 BASIS OF PAYMENTS, CLAIMS, AND RETAINAGE

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery and tools, materials necessary for the prosecution and completion of the

work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project.

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

2.9 TAXES AND LICENSES

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

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

2.10 UTILITY CONFLICTS

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

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

2.11 SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one (1) permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within a twenty-four (24) hour given notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to

negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

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

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

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

2.12 PAYMENT AND PERFORMANCE BONDS

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

Payment Bonds

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

Performance Bonds

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

2.13 NOTIFICATION OF OPERATIONS

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

2.14 PERSONAL PROTECTIVE EQUIPMENT (PPE)

All Contractors and contractors' personnel, all subcontractors and their personnel, and any material supplies and their personnel must wear an OSHA Approved reflective vest or outer

garment at all times while on the project. Failure to wear the proper equipment will result in immediate removal of said person from the job site.

2.15

INSURANCE REQUIREMENTS

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

2.16 PROJECT DISPUTES

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

2.17 FINAL INVOICE

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

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

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

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

3.0 PROJECT SPECIAL PROVISIONS - ROADWAY

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

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

3.1 CONTRACT TIME AND LIQUIDATED DAMAGES

The completion date for this project is October 31st 2025. No extensions will be authorized except as authorized by Article 108-10 of the 2024 Standard Specifications for Roads and Structures. Contractor and the Town agree that the Contractor's failure to perform in compliance with the Agreement will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Contractor agree that the following amounts are reasonable estimates of the Town's damages, and thus constitute liquidated damages, and not penalties, for the Contractor's breach of this Agreement. If the Contractor fails to perform in accordance with this agreement, the Town may deduct the following amounts from any sum that otherwise would be payable to the Contractor under this Agreement. Liquidated damages for this contract for failure to complete the Project by the completion date are one thousand dollars (\$1,000.00) per calendar day. The liquidated damages provided by this Section 3.1 are separate and apart from the liquidated damages specified for unauthorized mid-Project suspensions by the Contractor as described in Section 3.2 below.

3.2 PROSECUTION OF WORK

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

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

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

thousand dollars (\$1,000.00) will be charged to the contractor as liquidated damages for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work by the completion date.

3.3 PROMPT PAYMENT

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

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

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

3.4 DRIVEWAYS AND PRIVATE PROPERTY

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

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

3.5 DENSITY TEST

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

3.6 PRICE ADJUSTMENT - ASPHALT BINDER

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

The base price index for asphalt binder is \$ 565.00 per ton.

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

3.7 ADJUSTMENT OF MANHOLES, METER BOXES AND VALVE BOXES

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

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

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

Basis of Payment

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

3.8 THERMOPLASTIC PAINTED PAVEMENT MARKINGS

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

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

Measurement and Payment

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

3.9 RESTORATION

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

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

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

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

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

3.9.1 Basis of Payment

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

3.10 TRAFFIC CONTROL AND WORK ZONE SAFETY

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

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

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

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

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

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

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

On partial or "wheel-track" milling of two-way, two-lane facilities, The Contractor shall mill and pave back by the end of each work day. On partial or "wheel-track" milling of multi-lane

facilities, the Contractor shall mill and pave back by the end of each work day or leave the lane being milled closed and pave back within seventy-two (72) hours.

During resurfacing / milling operation on two-way, two-lane facilities the Contractor shall have the following options: When the entire roadway or entire lane is to be milled, the Contractor shall mill a single lane and pave back by the end of each work day or mill the entire width of roadway and pave back within seventy-two (72) hours.

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

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

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

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

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

3.10.1 Basis of Payment

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

4.0 EXECUTION OF CONTRACT PROPOSAL

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

This Contract for Gibson Park Phase 2 Sidewalk Project, and all attachments, (collectively this "Contract") is by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Country Boy Landscaping, Inc., (the "Contractor") with address

P.O. Box 2910 Harmony, NC 28634

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

Contractor's License No.:

67108

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

Contractor

Name: Chris C. Cartner

Name of Contractor (type or print)

By: CC

(Signature)

Title: President

Attest: Harriet H. Lusk
(Secretary, if a corporation)

Town of Huntersville

Town Manager

Attest:

Town Clerk

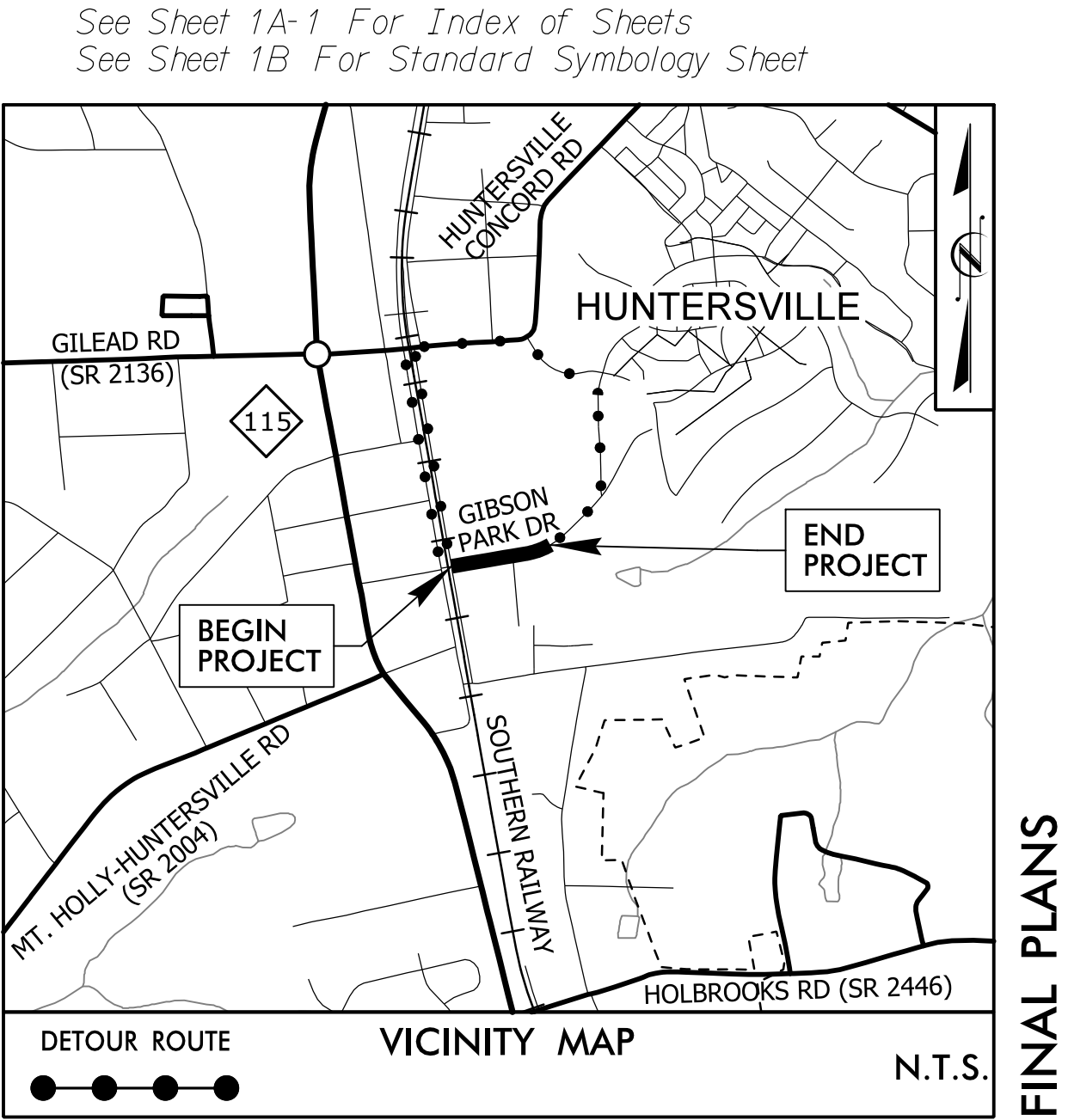
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

EXHIBIT A – PLANS

PROJECT: GIBSON PARK DR.

CONTRACT:



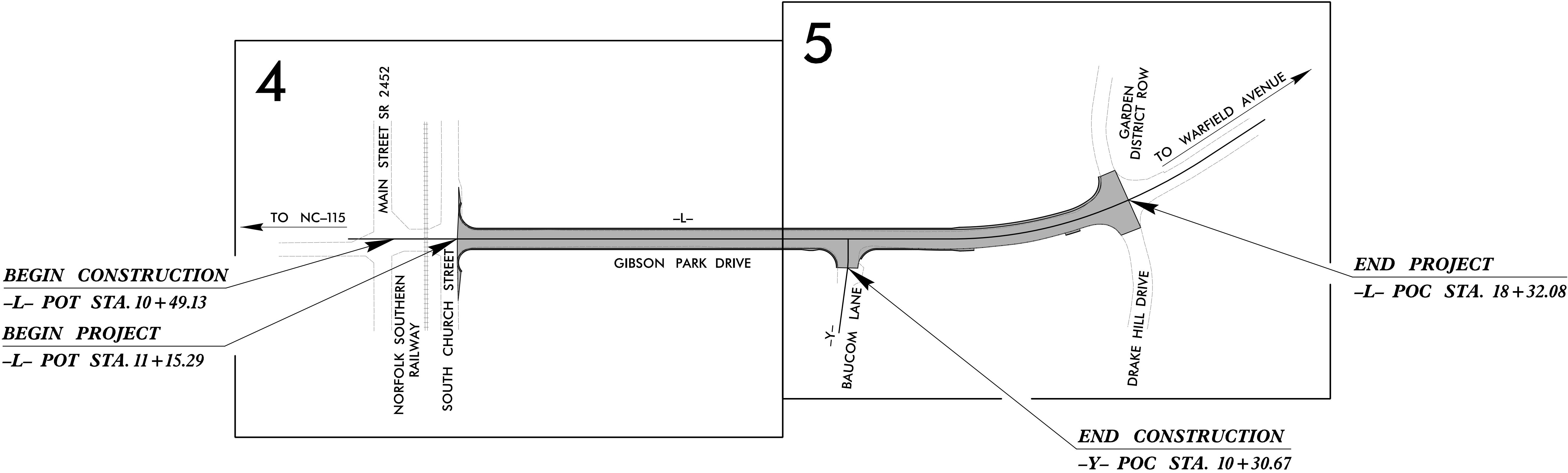
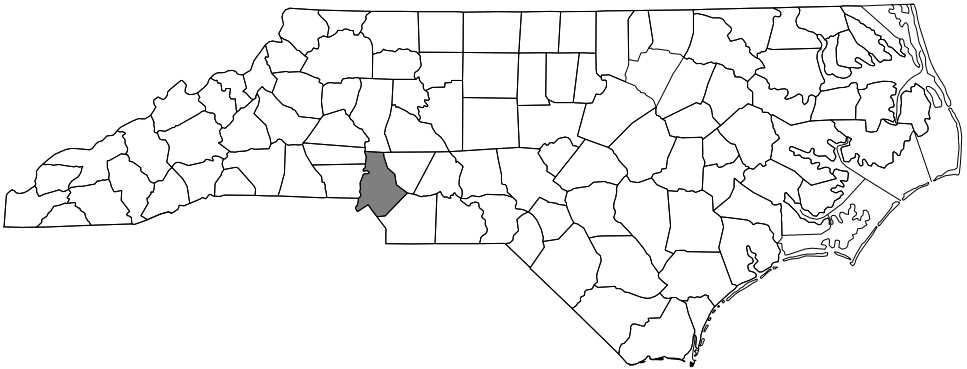
TOWN OF HUNTERSVILLE

MECKLENBURG COUNTY

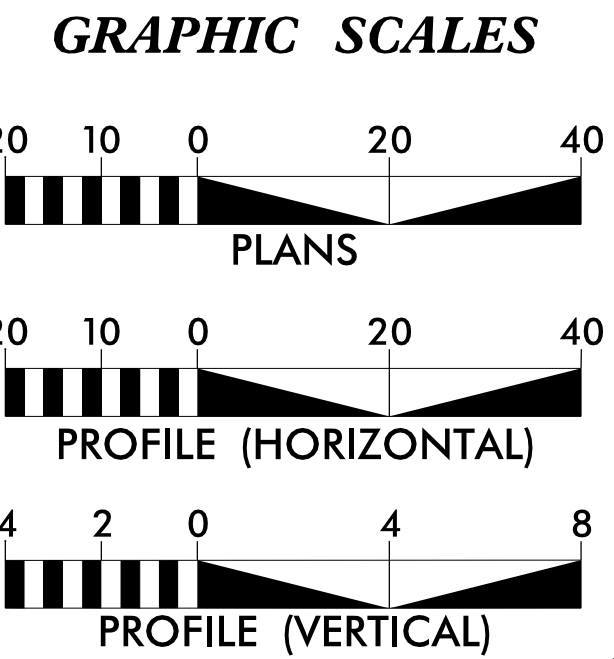
LOCATION: GIBSON PARK DRIVE FROM SOUTH CHURCH STREET
TO GARDEN DISTRICT ROW

TYPE OF WORK: GRADING, DRAINAGE, PAVING, AND UTILITIES.

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	GIBSON PARK DR.	1	
STATE PROJ. NO.	F.A. PROJ. NO.	DESCRIPTION	



DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED



DESIGN DATA

V = 30 MPH

FUNC CLASS = LOCAL

PROJECT LENGTH

TOTAL LENGTH OF TIP PROJECT GIBSON PARK DRIVE = 0.134 MILES

PLANS PREPARED FOR THE CITY OF HUNTERSVILLE BY:



STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

2018 STANDARD SPECIFICATIONS

RIGHT OF WAY DATE:

NIKKI HONEYCUTT, PE
PROJECT ENGINEER

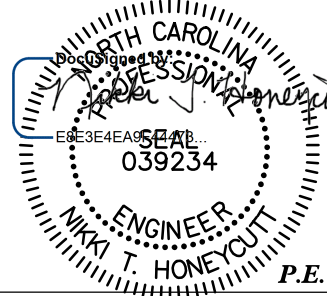
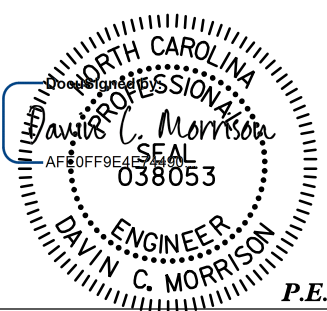
LETTING DATE:

MAAMOUN ABDELAZIZ
PROJECT DESIGNER

HYDRAULICS ENGINEER 10/5/2023

SIGNATURE: ROADWAY DESIGN ENGINEER 10/5/2023

SIGNATURE:



st

STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

PROJECT REFERENCE NO.		SHEET NO.
GIBSON PARK DR.		1A-1
RW SHEET NO.		
ROADWAY DESIGN ENGINEER 10/5/2023	HYDRAULICS ENGINEER 10/5/2023	
SEAL 039234 DAVID T. HONEYCUTT ENGINEER SEAL 038053 DANIN C. MORRISON ENGINEER		
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		

GENERAL NOTES FOR CONSTRUCTION

- All work to be done in strict accordance with the Town of Huntersville, Mecklenburg County, NCDOT, & NCDEQ standards and specifications when specifications are in conflict, the stricter specification shall be held.
- Land development engineer shall be given 24 hours notice prior to construction.
- Sight triangles shown are the minimum required. Further requirements may be made by the Town of Huntersville and / or NCDOT.
- Non-standard items (i.e. pavers, irrigation systems, etc.) in the right-of-way require a Right-of-Way Encroachment Agreement with the Town / North Carolina Department of Transportation before installation.
- All concrete shall have a minimum compressive strength of 3600 P.S.I. at 28 days and shall comply with section 1000 of the NCDOT Standard Specifications.
- All curb and gutter shall be backfilled with soil approved by the inspector 48 hours after construction to prevent erosion.
- All subgrade for roads shall be compacted to 100% of the maximum density obtainable with the standard Procter test.
- When working within existing streets, the contractor shall maintain signs, danger lights, barricades, and furnish watchmen or flagmen to direct traffic in accordance with the Work Area Traffic Control Handbook (W.A.T.C.H.).
- Benchmark locations and elevations will be verified by the contractor prior to beginning construction.
- Existing utilities are shown in their approximate location only, any damage done to existing utilities (shown or not shown on this plan) shall be the responsibility of the contractor. The contractor shall verify the location of all shown or not shown prior to construction. To insure proper location of the utilities, the contractor shall contact a utility location service, at least 48 hours prior to construction. Nonsubscribers to the utility location service shall be contacted directly.
- The contractor will provide appropriate barricades, warning lights, and warning signs to ensure the safety of the public at all times.
- The engineer has no knowledge of any hazardous or toxic materials which are present or contained in, under, or on the subject property or its waters, or if any hazardous or toxic, materials have contaminated this or other properties or its waters in any way whatsoever.
- The contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all person and property, that this requirement shall apply continuously and not be limited to normal hours, and that the contractor shall defend, indemnify and hold the town, the owner and the engineer harmless from any and all liability, real or alleged in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the town, the owner or the engineer.
- Approval of this plan is not an authorization to grade adjacent properties. When field conditions warrant off site grading, permission must be obtained from the affected property owner(s).
- Contractor shall verify all site conditions prior to construction. Any significant variations shall be reported to the engineer immediately.
- Written dimension on these drawings shall have precedence over scaled dimensions. The Engineer must be notified in writing of any variations from the dimensions, conditions, and specifications shown by these drawings.
- This property is located in ZONE X (areas determined to be outside the 500-year flood plain) as shown of F.I.R.M. Community Map number 3710465000K, dated November 16, 2018.
- All Dimensions and radii are to face of curb unless otherwise noted. Spot elevations are shown at the location of intent (pavement, top of curb, invert, etc.)
- Contractor shall be responsible for all relocation's, including but not limited to, all utilities, storm drainage, signs, traffic signals & poles, etc. as required. All work shall be in accordance with governing authorities specifications and shall be approved by such.
- Existing structures within construction limits are to be abandoned, removed, or relocated as necessary.
- All disturbed areas are to be seeded, mulched, and watered until a healthy stand of grass is established.
- Storm pipe shall meet the standards and specifications for use per the Town of Huntersville, Mecklenburg County and NCDOT. All pipe must be installed in accordance with the manufacturers recommendations. Pipe with less than 18" of cover from top of pipe to finished grade shall be class IV concrete.
- All storm pipe entering structures shall be grouted to assure connection at structure is watertight.
- All storm sewer rims in paved areas shall be flush with pavement, and shall have traffic bearing frame and grate. Manholes in unpaved area shall be 6" above finish grade. Lids shall be labeled "storm sewer".
- Contractor shall adjust and / or cut existing pavement as necessary to assure a smooth fit and continuous grade.
- Contractor shall assure positive drainage for all natural and paved areas.
- All storm structures shall have a smooth uniform poured mortar invert from invert in to invert out.
- Coordinate all curb and street grades in intersection with Inspector.
- In order to ensure proper drainage, keep a minimum of 0.5% slope on the curb.

DRIVEWAYS AND SIDEWALKS:

Proposed driveway entrance dimensions are from expansion joint to expansion joint.
Match replacement materials to the existing surface accordingly:

- Concrete - six inch portland cement concrete (3600 psi).
- Asphalt - (Commercial) two inch S9.5C surface course and four inch I19.0C intermediate course.
- (Residential) two inch S9.5C surface course and four inch (ABC) aggregate base course.
- Gravel - six inch (ABC) aggregate base course.

Sidewalk shall be four inches thick, and six inches thick at driveway crossings.

Cross slopes on sidewalks shall not exceed 2.0%.

Running slopes along sidewalks shall not exceed 5.0%, or the adjacent roadway slope as measured at the gutter pan, whichever is greater.

A turning space (landing) shall be provided at all locations where a pedestrian might turn to change direction of travel. The landing shall be a minimum of 4 feet by 4 feet, unless noted by the engineer. Typically landing dimensions will match sidewalk width. The landing also shall not exceed 2.0% slope measured perpendicular to the roadway. The landing also shall not exceed 2.0% or adjacent roadway slope, whichever is greater, measured parallel to the roadway.

A cross slope transition panel may be required where proposed sidewalk meets existing sidewalk with a cross slope greater than 2.0%. the transition panel shall not exceed 2.0% on the side of the proposed sidewalk and/or ramp, and shall match the existing cross slope on the side of the existing sidewalk.

MAINTENANCE PLAN (COMMERCIAL)

- All erosion and sediment control practices will be checked for stability and operation following every runoff producing rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed.
- Sediment will be removed from the sediment traps and inlet protection devices when storage capacity has been approximately 50% filled. Gravel will be cleaned or replaced when the sediment pool no longer drains properly.
- Sediment will be removed from behind the sediment fence when it becomes about 0.5 feet deep at the fence. The sediment fence will be repaired as necessary to maintain a barrier.
- All seeded areas will be fertilized, reseeded as necessary, and mulched according to specifications in the vegetative plan to maintain a vigorous dense vegetative cover.

EROSION CONTROL NOTES

- Refer to the Town of Huntersville Engineering Standards Manual for erosion control details, use NCDEQ standards when Huntersville are not available.
- Any grading beyond the denuded limits shown on the plan is a violation of the State Erosion Control Ordinance and is subject to a fine.
- Grading more than one acre without an approved erosion control plan is a violation of the State Erosion Control Ordinance and is subject to a fine.
- Soil stabilization shall be required on any area of a site where land-disturbing activities have temporarily or permanently ceased according to the following schedule:
 - All perimeter dikes, swales, ditches, perimeter slopes and all slopes steeper than 3 horizontal to 1 vertical (3:1) shall be provided temporary or permanent stabilization with ground cover as soon as practicable but in any event within 7 calendar days from the last land-disturbing activity.
 - All other disturbed areas shall be provided temporary or permanent stabilization with ground cover as soon as practicable but in any event within 14 calendar days from the last land-disturbing activity.
- Slopes shall be graded no steeper than 2:1. Fill slopes greater than 10' require adequate terracing [MCLDS #30.16]. Soils engineer to verify stability of slopes greater than 2:1.
- All graded slopes must be seeded and mulched within 14 days.
- Temporary driveway permit for construction entrances in NCDOT right of way must be presented at pre-construction meeting.
- Additional measures to control erosion and sediment may be required by a representative of NCDEQ.
- Approval of this plan is not an authorization to grade adjacent properties. When field conditions warrant off-sites grading, permission must be obtained from the affected property owners.
- Stabilization is the best form of erosion control. Temporary seeding is necessary to achieve erosion control on large denuded areas and especially when specifically required as part of the construction sequence shown on the plan.

SEEDBED PREPARATION NOTES

- Surface water control measures to be installed according to plan.
- Areas to be seeded shall be ripped and spread with available topsoil 3" deep. Total seedbed prepared depth shall be 4" to 6" deep.
- Loose rocks and other obstructions shall be removed from the surface so that they will not interfere with the establishment and maintenance of vegetation. Surface for final seedbed preparation, at finish grades shown. shall be reasonably smooth and uniform.
- If no soil test is taken, fertilizer and lime to be used according to seeding specifications listed here. In addition, provide 15 lbs / 1000 sf of super phosphate.
- If soil test is taken, provide lime and fertilizer according to the Soil Test Report.
- Lime and fertilizer shall be applied uniformly and mixed with the soil during seedbed preparation.
- Additional erosion control measures may be required depending on field condition.
- Mulch to be tacked or mechanically tied down within two days after the mulch is spread.

MISCELLANEOUS NOTES

- Coordinate all curb and street grades in intersection with inspector.
- All road improvements are to be coordinated with the town or county luesa prior to construction.
- Sight triangles shown are the minimum required.
- In rolling and hilly terrains, sweeping of the stone base and/or application of a tack coat may be required near intersections. These requirements will be established by the inspector and based on field conditions.
- Approval of this plan is not an authorization to grade adjacent properties. When field conditions warrant offsite grading, permission must be obtained from the affected property owners.
- In order to ensure proper drainage, keep a minimum of 0.5% slope on the curb.
- Subsurface drainage facilities may be required in the street right-of-way if deemed necessary by the inspector.
- Non-standard items (i.e. pavers, irrigation systems, etc.) in the right-of-way require a right-of-way encroachment agreement with the Town/North Carolina Department of Transportation before installation.

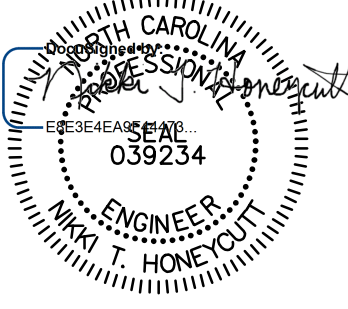
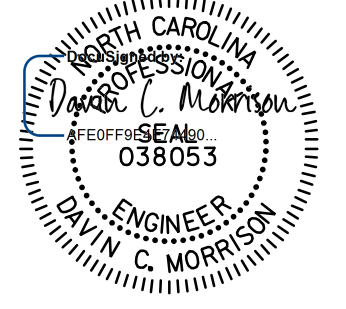
TOWN OF HUNTERSVILLE GRADING NOTES

- Inspections shall be conducted as prescribed by the maintenance covenant. Additional inspections may be conducted by the Mecklenburg County Land Use and Environmental Services Agency on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspections of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than the usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water quality standards or the NPDES storm water permit; and joint inspections with other agencies inspecting under environmental and safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water BMP's; evaluating the condition of BMP's and storm water management practices.
- Right-of-entry for inspection. When a new BMP is installed on private property, the property owner shall grant to the Mecklenburg County Land Use and Environmental Services Agency the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when the Mecklenburg County Land Use and Environmental Services Agency has a reasonable basis to believe that a violation of this regulation is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this regulation.



STV Engineers, Inc.

900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

PROJECT REFERENCE NO.		SHEET NO.
GIBSON PARK DR.		1A-2
RW SHEET NO.		
ROADWAY DESIGN ENGINEER 10/5/2023		HYDRAULICS ENGINEER 10/5/2023
		
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		

THE TOWN OF HUNTERSVILLE'S STANDARD DRAWINGS

2018 TOWN OF HUNTERSVILLE'S STANDARD DRAWINGS
EFF. May, 2018

The following Roadway Standards as appear in "Huntersville Standard Drawings"
Dated May, 2018 are applicable to this project and by reference hereby are
considered a part of these plans:

STD.NO.	TITLE
100 SERIES - MISCELLANEOUS CONCRETE INFRASTRUCTURE	
100.1	Standard Curb and Gutter
102.1	Concrete Contraction Joint
105.1	Curb Transition 2 feet - 6 inches Curb and Gutter to 1 feet - 6 inches Curb and Gutter
106.1	Concrete Sidewalk Details and Notes
122.1	Catch Basin Placement at Intersections
123.1	Accessible Ramp Standard with Planting Strip 2 feet - 6 inches Curb and Gutter
124.1	Accessible Ramp Sections with Planting Strip 2 feet - 6 inches Curb and Gutter
125.1	Accessible Ramp Standard without Planting Strip 2 feet - 6 inches Curb and Gutter
126.1	Accessible Ramp Secctions without Planting Strip 2 feet - 6 inches Curb and Gutter
131.1	Standard Placement of Accessible Ramps and General Notes
132.1	Truncated Domes Plan and Cross-Sections
700 SERIES - MISCELLANEOUS	
702.1	Non Thoroughfare Street Name Sign
704.1	Street Name Sign Istallation Locations
720.1	Pavement Patching Detail

NCDOT STANDARD DRAWINGS

2018 ROADWAY ENGLISH STANDARD DRAWINGS
EFF. January, 2018

The following Roadway Standards as appear in "Roadway Standard Drawings"
Highway Design Branch - N. C. Department of Transportation - Raleigh, N. C.,
Dated January, 2018 are applicable to this project and by reference hereby are
considered a part of these plans:

STD.NO.	TITLE
DIVISION 2 - EARTHWORK	
200.02	Method of Clearing - Method II
225.02	Guide for Grading Subgrade - Secondary and Local
225.04	Method of Obtaining Superelevation - Two Lane Pavement
DIVISION 6 - ASPHALT BASES AND PAVEMENTS	
654.01	Pavement Repairs
DIVISION 8 - INCIDENTALS	
840.02	Concrete Catch Basin
840.03	Frame, Grates, and Hood
840.29	Frames and Narrow Slot Flat Grates
840.35	Traffic Bearing Junction Box - for Cast Iron Double Frame and Grates
846.01	Concrete Curb, Gutter and Curb & Gutter
876.02	Guide for Rip Rap at Pipe Outlets
DIVISION 11 - WORK ZONE TRAFFIC CONTROL	
1101.03	Temporary Road Closures
1110.01	Stationary Work Zone Signs - Mounting Height & Lateral Clearance
1145.01	Barricades - Type III

CONVENTIONAL PLAN SHEET SYMBOLS

PROJECT REFERENCE NO.	SHEET NO.
GIBSON PARK DR.	1B

BOUNDARIES AND PROPERTY:

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

BUILDINGS AND OTHER CULTURE:

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

HYDROLOGY:

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

RAILROADS:

Standard Gauge	
RR Signal Milepost	
Switch	
RR Abandoned	
RR Dismantled	

RIGHT OF WAY & PROJECT CONTROL:

Secondary Horiz and Vert Control Point	
Primary Horiz Control Point	
Primary Horiz and Vert Control Point	
Exist Permanent Easment Pin and Cap	
New Permanent Easement Pin and Cap	
Vertical Benchmark	
Existing Right of Way Marker	
Existing Right of Way Line	
New Right of Way Line	
New Right of Way Line with Pin and Cap	
New Right of Way Line with Concrete or Granite R/W Marker	
New Control of Access Line with Concrete C/A Marker	
Existing Control of Access	
New Control of Access	
Existing Easement Line	
New Temporary Construction Easement	
New Temporary Drainage Easement	
New Permanent Drainage Easement	
New Permanent Drainage / Utility Easement	
New Permanent Utility Easement	
New Temporary Utility Easement	
New Aerial Utility Easement	

ROADS AND RELATED FEATURES:

Existing Edge of Pavement	
Existing Curb	
Proposed Slope Stakes Cut	
Proposed Slope Stakes Fill	
Proposed Curb Ramp	
Existing Metal Guardrail	
Proposed Guardrail	
Existing Cable Guiderail	
Proposed Cable Guiderail	
Equality Symbol	
Pavement Removal	

VEGETATION:

Single Tree	
Single Shrub	

Note: Not to Scale

*S.U.E. = Subsurface Utility Engineering

Hedge

Woods Line

Orchard

Vineyard

EXISTING STRUCTURES:

MAJOR:

Bridge, Tunnel or Box Culvert

Bridge Wing Wall, Head Wall and End Wall

MINOR:

Head and End Wall

Pipe Culvert

Footbridge

Drainage Box: Catch Basin, DI or JB

Paved Ditch Gutter

Storm Sewer Manhole

Storm Sewer

UTILITIES:

POWER:

Existing Power Pole

Proposed Power Pole

Existing Joint Use Pole

Proposed Joint Use Pole

Power Manhole

Power Line Tower

Power Transformer

U/G Power Cable Hand Hole

H-Frame Pole

U/G Power Line LOS B (S.U.E.*)

U/G Power Line LOS C (S.U.E.*)

U/G Power Line LOS D (S.U.E.*)

TELEPHONE:

Existing Telephone Pole

Proposed Telephone Pole

Telephone Manhole

Telephone Pedestal

Telephone Cell Tower

U/G Telephone Cable Hand Hole

U/G Telephone Cable LOS B (S.U.E.*)

U/G Telephone Cable LOS C (S.U.E.*)

U/G Telephone Cable LOS D (S.U.E.*)

U/G Telephone Conduit LOS B (S.U.E.*)

U/G Telephone Conduit LOS C (S.U.E.*)

U/G Telephone Conduit LOS D (S.U.E.*)

U/G Fiber Optics Cable LOS B (S.U.E.*)

U/G Fiber Optics Cable LOS C (S.U.E.*)

U/G Fiber Optics Cable LOS D (S.U.E.*)

WATER:

Water Manhole

Water Meter

Water Valve

Water Hydrant

U/G Water Line LOS B (S.U.E.*)

U/G Water Line LOS C (S.U.E.*)

U/G Water Line LOS D (S.U.E.*)

Above Ground Water Line

TV:

TV Pedestal

TV Tower

U/G TV Cable Hand Hole

U/G TV Cable LOS B (S.U.E.*)

U/G TV Cable LOS C (S.U.E.*)

U/G TV Cable LOS D (S.U.E.*)

U/G Fiber Optic Cable LOS B (S.U.E.*)

U/G Fiber Optic Cable LOS C (S.U.E.*)

U/G Fiber Optic Cable LOS D (S.U.E.*)

GAS:

Gas Valve

Gas Meter

U/G Gas Line LOS B (S.U.E.*)

U/G Gas Line LOS C (S.U.E.*)

U/G Gas Line LOS D (S.U.E.*)

Above Ground Gas Line

SANITARY SEWER:

Sanitary Sewer Manhole

Sanitary Sewer Cleanout

U/G Sanitary Sewer Line

Above Ground Sanitary Sewer

SS Forced Main Line LOS B (S.U.E.*)

SS Forced Main Line LOS C (S.U.E.*)

SS Forced Main Line LOS D (S.U.E.*)

MISCELLANEOUS:

Utility Pole

Utility Pole with Base

Utility Located Object

Utility Traffic Signal Box

Utility Unknown U/G Line LOS B (S.U.E.*)

U/G Tank; Water, Gas, Oil

Underground Storage Tank, Approx. Loc.

A/G Tank; Water, Gas, Oil

Geoenvironmental Boring

U/G Test Hole LOS A (S.U.E.*)

Abandoned According to Utility Records

End of Information

W

M

V

H

W

W

W

W

C

T

H

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

TV

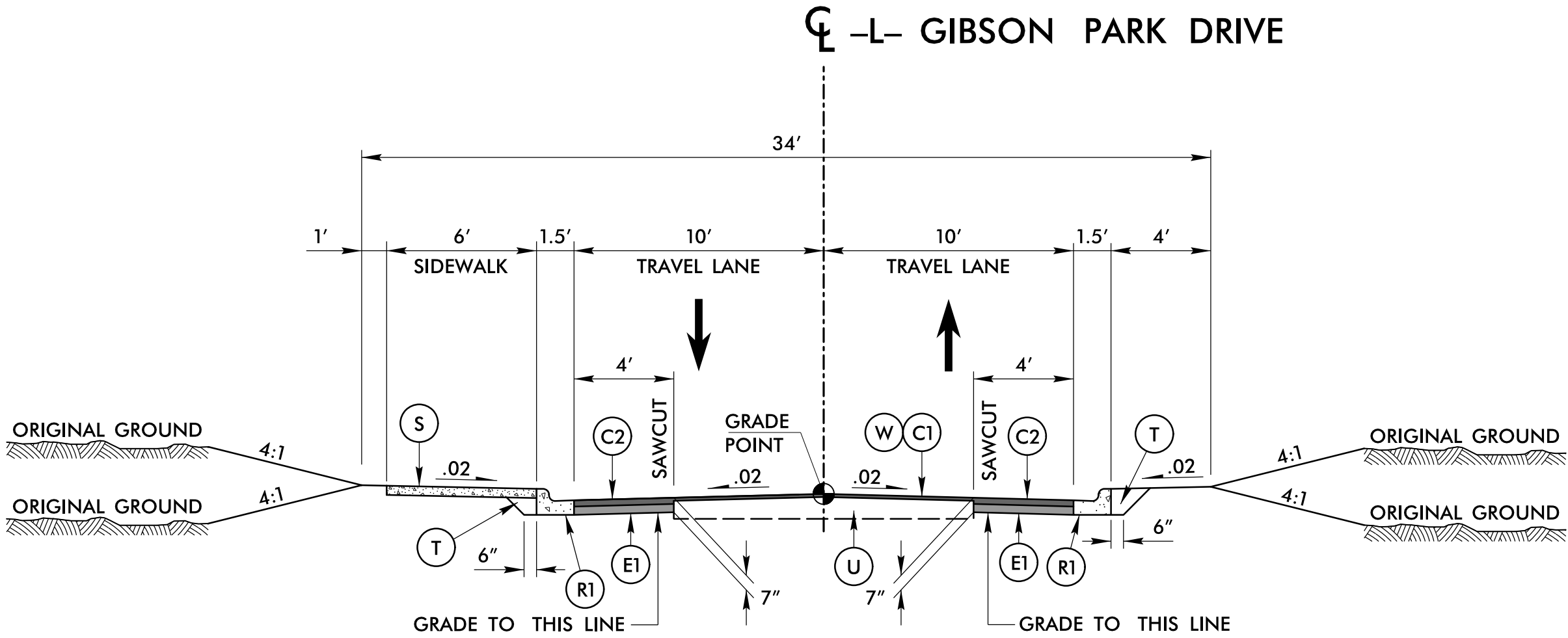
TV

TV

TV

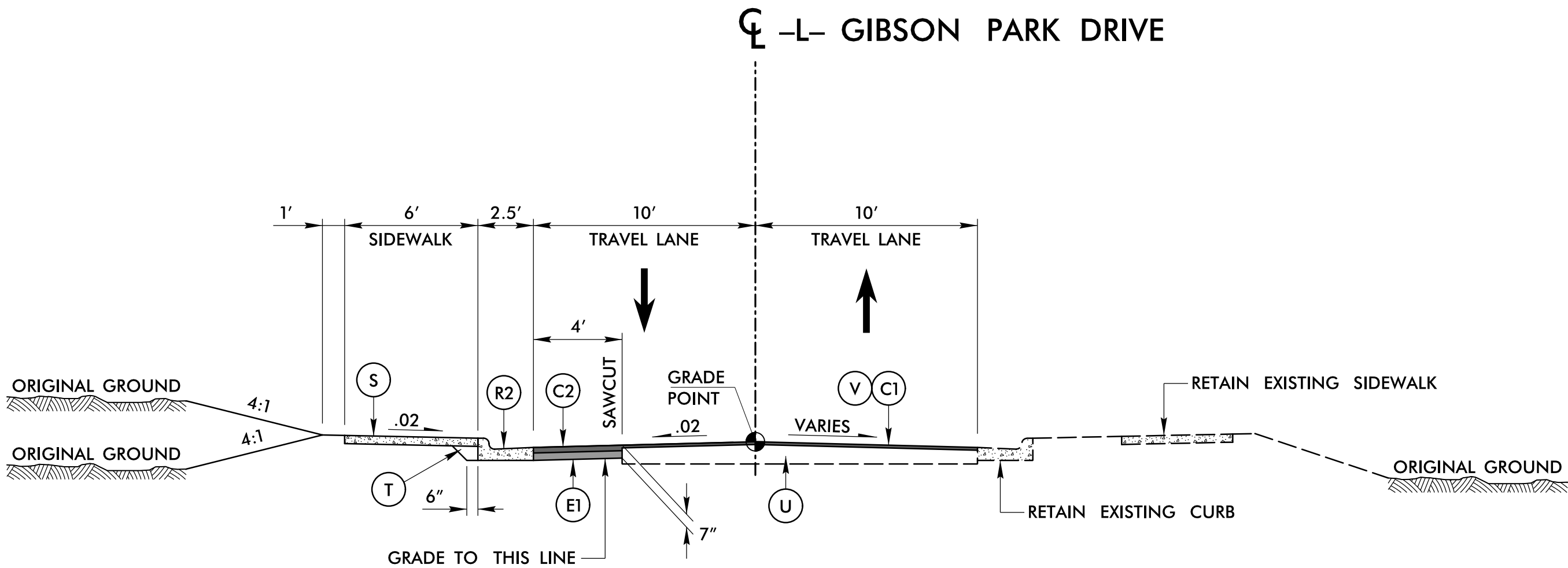
PAVEMENT SCHEDULE	
C1	PROP. APPROX. 1.5" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5C, AT AN AVERAGE RATE OF 168 LBS. PER SQ.YD.
C2	PROP. APPROX. 3" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5C, AT AN AVERAGE RATE OF 168 LBS. PER SQ.YD. IN EACH OF TWO LAYERS.
C3	PROP. VAR. DEPTH ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C, AT AN AVERAGE RATE OF 112 LBS. PER SQ.YD. PER 1" DEPTH TO BE PLACED IN LAYERS NOT LESS THAN 1.5" IN DEPTH OR GREATER THAN 2" IN DEPTH.
E1	PROP. APPROX. 4" ASPHALT CONCRETE BASE COURSE TYPE B25.0C, AT AN AVERAGE RATE OF 456 LBS. PER SQ.YD.
E2	PROP. VAR. DEPTH ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 114 LBS. PER SQ. YD. PER 1" DEPTH. TO BE PLACED IN LAYERS NOT LESS THAN 3" IN DEPTH OR GREATER THAN 5.5" IN DEPTH.
R1	1'-6" CURB AND GUTTER
R2	2'-6" CURB AND GUTTER
S	4" SIDEWALK
T	EARTH MATERIAL
U	EXISTING PAVEMENT
V	1.5" MILLING
W	VARIABLE DEPTH ASPHALT PAVEMENT (SEE STANDARD WEDGING DETAIL THIS SHEET)

ALL PAVEMENT SLOPES 1:1 UNLESS NOTED OTHERWISE



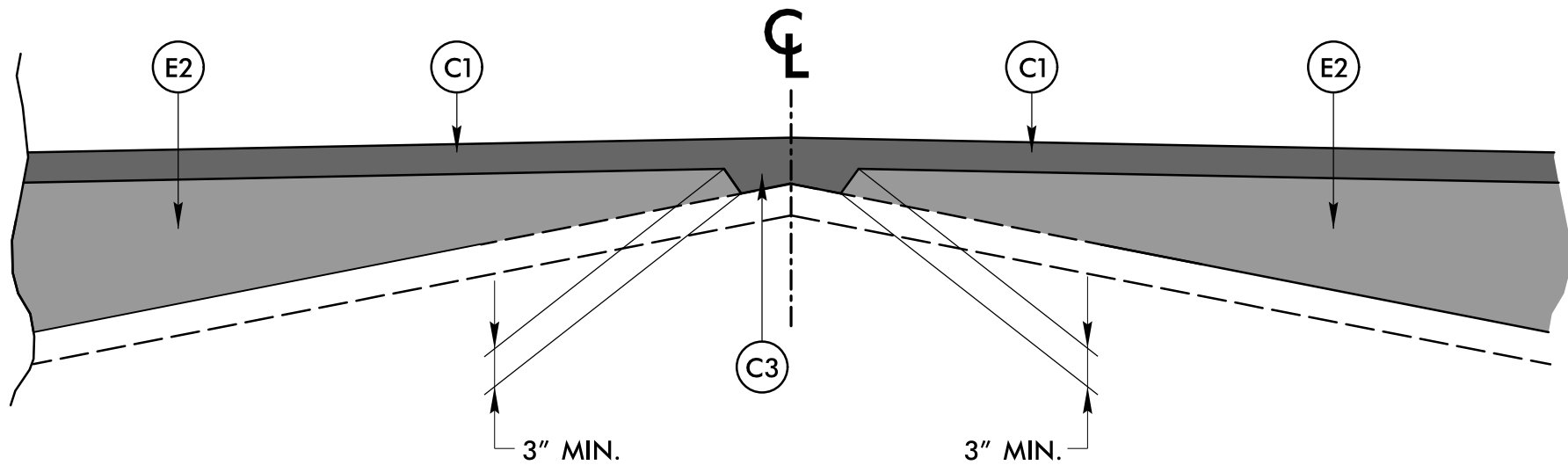
TYPICAL SECTION NO. 1

-L- STA. 11+15.29 TO 16+38.58

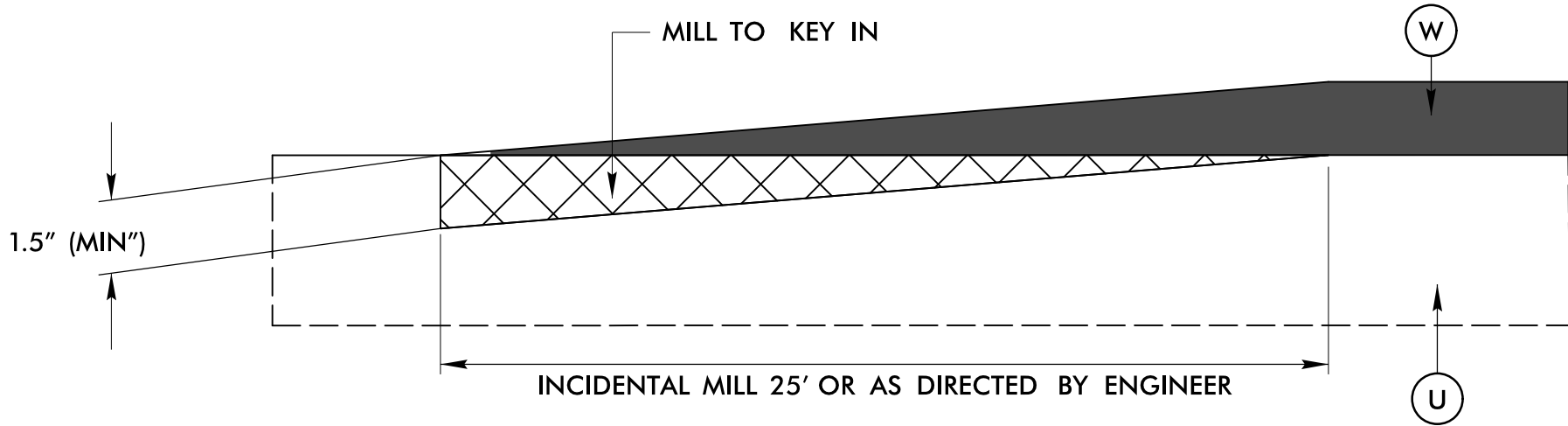


TYPICAL SECTION NO. 2

-L- STA. 16+38.58 TO 18+32.08



WEDGING DETAIL A



TO BE USED AT ALL TIE-IN LOCATIONS

INCIDENTAL MILLING DETAIL B

st^v

STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

PROJECT REFERENCE NO.
GIBSON PARK DR.

ROADWAY DESIGN ENGINEER
10/5/2023

SHEET NO.
2A-1

PAVEMENT DESIGN ENGINEER

10/5/2023

10/5/2023

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

8/17/99

st

STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

PROJECT REFERENCE NO.
GIBSON PARK DR.

SHEET NO.
5

RW SHEET NO.

ROADWAY DESIGN ENGINEER
10/5/2023
[Signature]
[Seal: 039234]
ENGINEER
W. T. HONEYCUTT

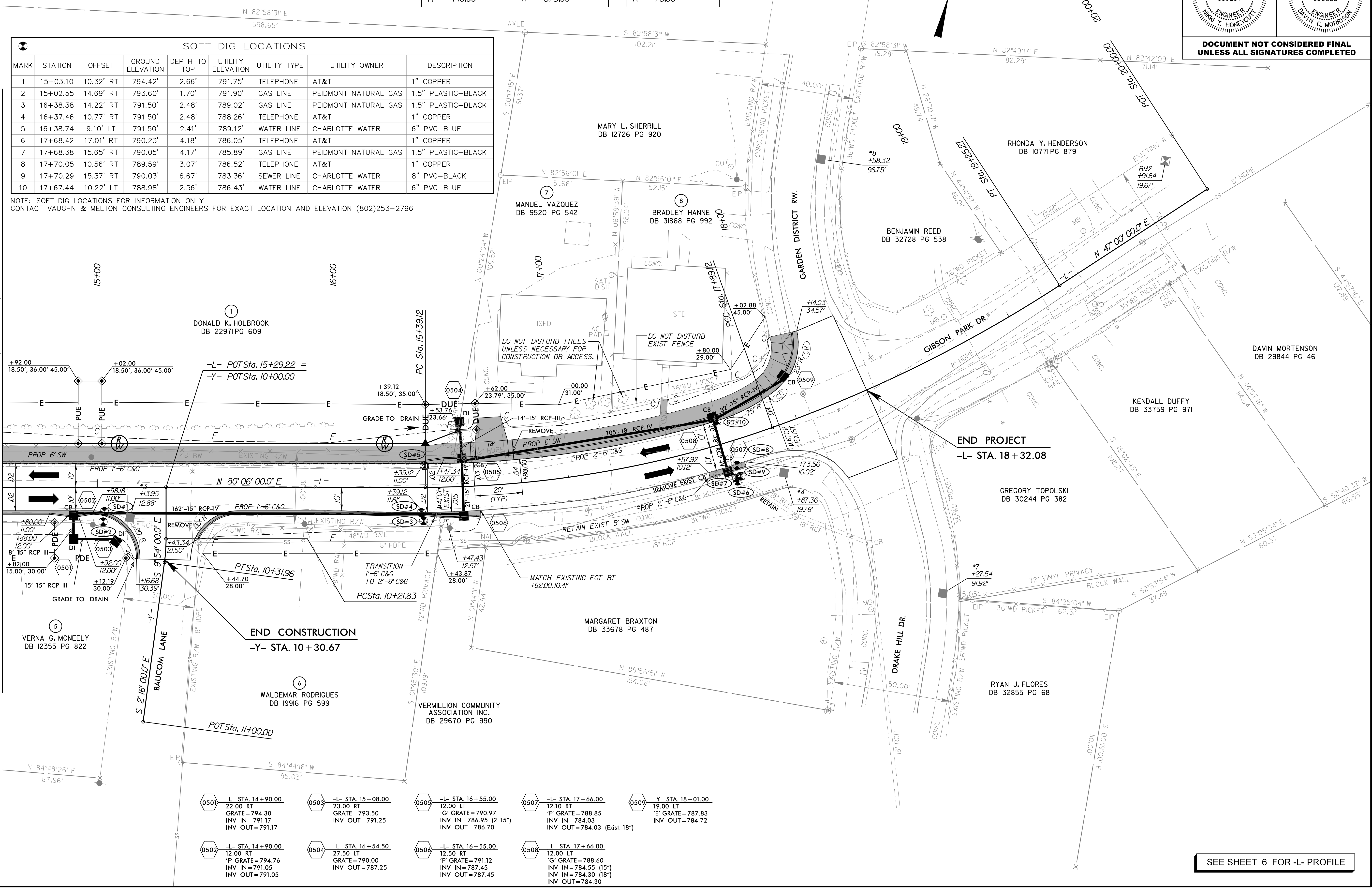
HYDRAULICS ENGINEER
10/5/2023
[Signature]
[Seal: 038053]
ENGINEER
DAVIN G. MORRISON

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

SOFT DIG LOCATIONS							
MARK	STATION	OFFSET	GROUND ELEVATION	DEPTH TO TOP	UTILITY ELEVATION	UTILITY TYPE	UTILITY OWNER
1	15+03.10	10.32' RT	794.42'	2.66'	791.75'	TELEPHONE	AT&T
2	15+02.55	14.69' RT	793.60'	1.70'	791.90'	GAS LINE	PEIDMONT NATURAL GAS
3	16+38.38	14.22' RT	791.50'	2.48'	789.02'	GAS LINE	PEIDMONT NATURAL GAS
4	16+37.46	10.77' RT	791.50'	2.48'	788.26'	TELEPHONE	AT&T
5	16+38.74	9.10' LT	791.50'	2.41'	789.12'	WATER LINE	CHARLOTTE WATER
6	17+68.42	17.01' RT	790.23'	4.18'	786.05'	TELEPHONE	AT&T
7	17+68.38	15.65' RT	790.05'	4.17'	785.89'	GAS LINE	PEIDMONT NATURAL GAS
8	17+70.05	10.56' RT	789.59'	3.07'	786.52'	TELEPHONE	AT&T
9	17+70.29	15.37' RT	790.03'	6.67'	783.36'	SEWER LINE	CHARLOTTE WATER
10	17+67.44	10.22' LT	788.98'	2.56'	786.43'	WATER LINE	CHARLOTTE WATER

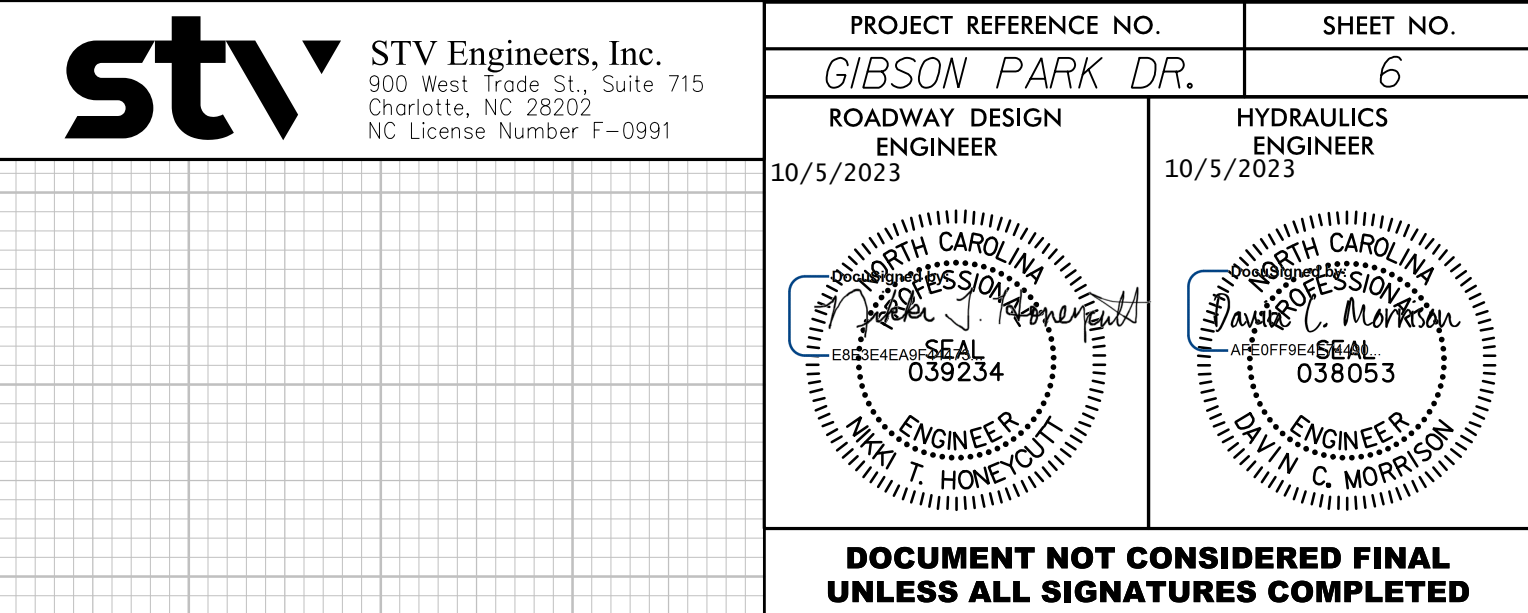
NOTE: SOFT DIG LOCATIONS FOR INFORMATION ONLY
CONTACT VAUGHN & MELTON CONSULTING ENGINEERS FOR EXACT LOCATION AND ELEVATION (802)253-2796

MATCHLINE -L- STA 14+60 (SHEET 4)



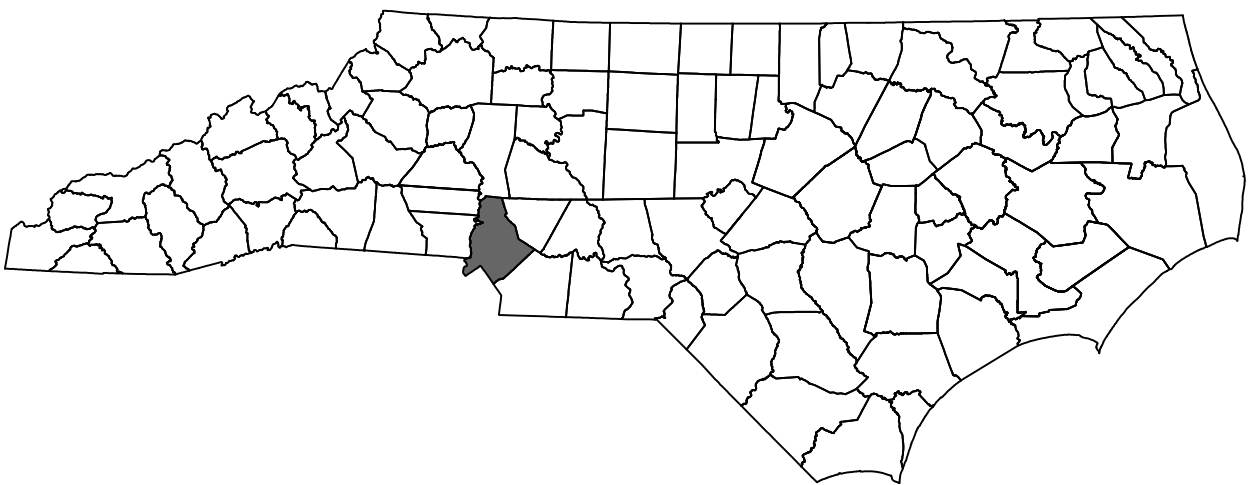
0501	-L- STA. 14+90.00 22.00 RT GRATE=794.30 INV IN=791.17 INV OUT=791.17	0503	-L- STA. 15+08.00 23.00 RT GRATE=793.50 INV OUT=791.25	0505	-L- STA. 16+55.00 12.00 LT 'G' GRATE=790.97 INV IN=786.95 (2-15') INV OUT=786.70	0507	-L- STA. 17+66.00 12.10 RT 'F' GRATE=788.85 INV IN=784.03 INV OUT=784.03 (Exist. 18')	0509	-Y- STA. 18+01.00 19.00 LT 'E' GRATE=787.83 INV OUT=784.72
0502	-L- STA. 14+90.00 12.00 RT 'F' GRATE=794.76 INV IN=791.05 INV OUT=791.05	0504	-L- STA. 16+54.50 27.00 LT GRATE=790.00 INV OUT=787.25	0506	-L- STA. 16+55.00 12.50 RT 'F' GRATE=791.12 INV IN=787.45 INV OUT=787.45	0508	-L- STA. 17+66.00 12.00 LT 'G' GRATE=788.60 INV IN=784.55 (15') INV IN=784.30 (18') INV OUT=784.30		

SEE SHEET 6 FOR -L- PROFILE

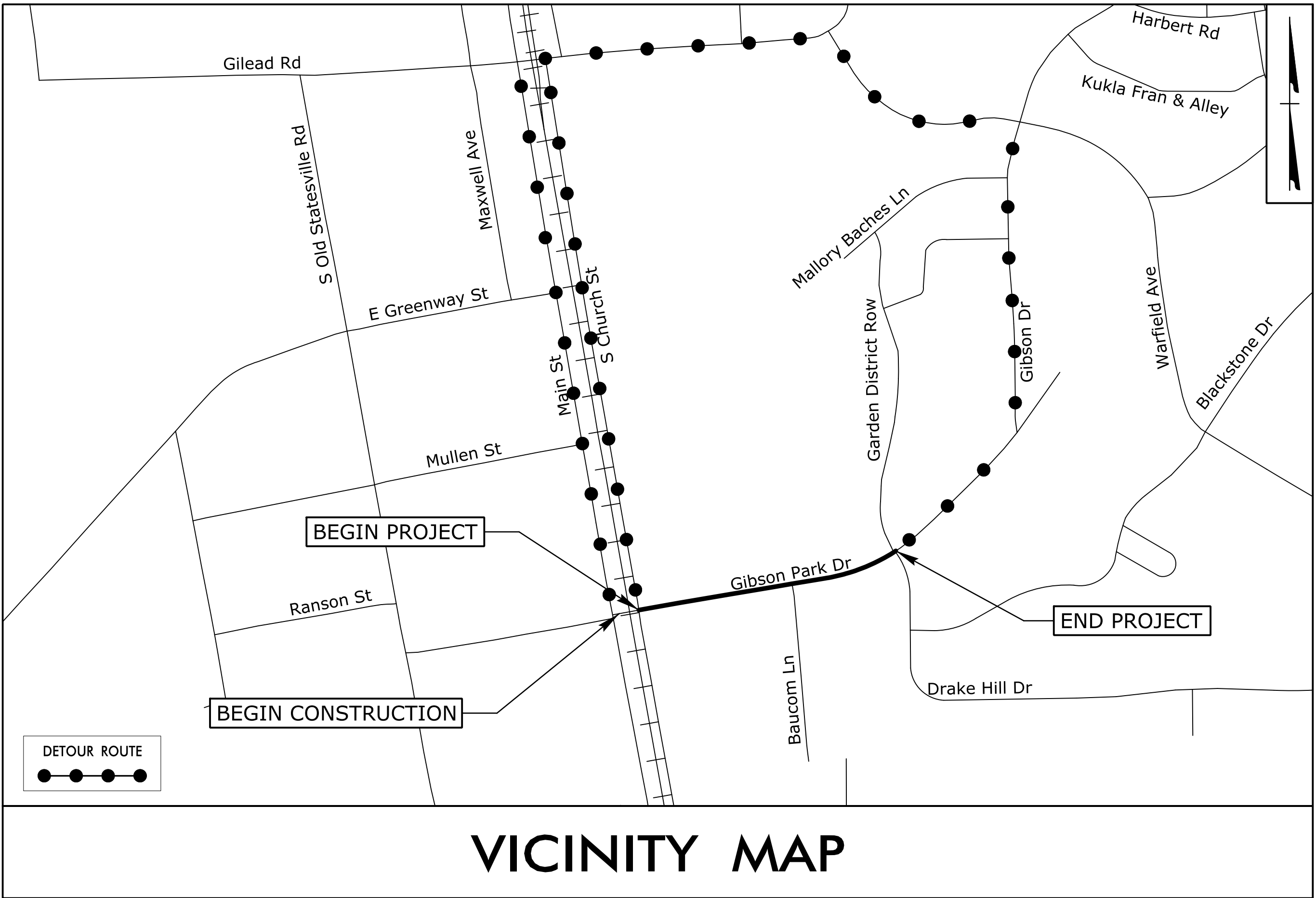


TRANSPORTATION MANAGEMENT PLAN

MECKLENBURG COUNTY



LOCATION: GIBSON PARK DRIVE
FROM SOUTH CHURCH STREET TO GARDEN DISTRICT ROW



VICINITY MAP

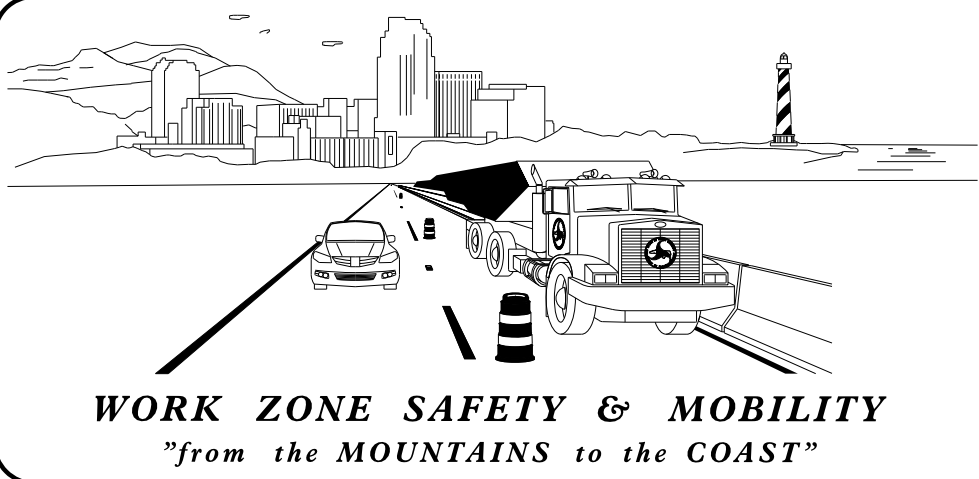
INDEX OF SHEETS

SHEET NO.	TITLE
TMP-1	TITLE SHEET, VICINITY MAP, AND INDEX OF SHEETS
TMP-1A	ROADWAY STANDARD DRAWINGS, LEGEND
TMP-1B	TRANSPORTATION OPERATIONS PLAN: (MANAGEMENT STRATEGIES, GENERAL NOTES, AND LOCAL NOTES)
TMP-2	SPECIAL SIGN DESIGN
TMP-3	TEMPORARY TRAFFIC CONTROL PHASING
TMP-4	TEMPORARY TRAFFIC CONTROL PHASE I OFFSITE DETOUR ROUTE
TMP-5	TEMPORARY TRAFFIC CONTROL PHASE II OFFSITE DETOUR ROUTE

SHEET NO.

TMP-1

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED



PLANS PREPARED BY:

NIKKI T. HONEYCUTT, PE
TRAFFIC ENGINEER

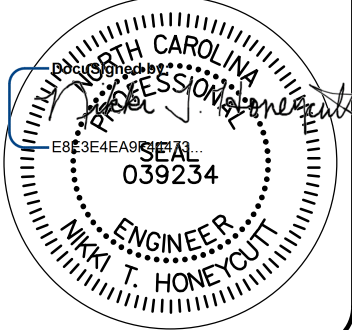
DOUGLAS S. MOORE, EI
TRANSPORTATION DESIGNER



STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

APPROVED: _____

DATE: 10/5/2023



ROADWAY STANDARD DRAWINGS

THE FOLLOWING ROADWAY STANDARDS AS SHOWN IN "ROADWAY STANDARD DRAWINGS" - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C., DATED JANUARY 2018 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

STD. NO.	TITLE
1101.01	WORK ZONE WARNING SIGNS
1101.03	TEMPORARY ROAD CLOSURES
1101.05	WORK ZONE VEHICLE ACCESSES
1101.11	TRAFFIC CONTROL DESIGN TABLES
1110.01	STATIONARY WORK ZONE SIGNS
1110.02	PORTABLE WORK ZONE SIGNS
1130.01	DRUMS
1135.01	CONES
1145.01	BARRICADES
1180.01	SKINNY - DRUMS

GENERAL

-  DIRECTION OF TRAFFIC FLOW
-  DIRECTION OF PEDESTRIAN TRAFFIC FLOW
-  EXIST. PVMT.
-  NORTH ARROW
-  PROPOSED PVMT.
-  TEMP. SHORING (LOCATION PURPOSES ONLY)



WORK AREA



REMOVAL



WEDGING AREA

SIGNALS

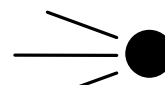
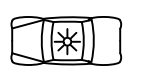
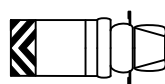
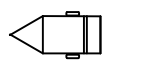


PAVEMENT MARKINGS

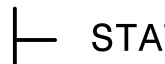
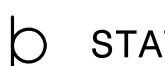
-  EXISTING LINES
-  TEMPORARY LINES

LEGEND

TRAFFIC CONTROL DEVICES

-  BARRICADE (TYPE III)
-  CONE
-  DRUM
-  SKINNY DRUM
-  TUBULAR MARKER
-  TEMPORARY CRASH CUSHION
-  FLASHING ARROW BOARD
-  FLAGGER
-  LAW ENFORCEMENT
-  TRUCK MOUNTED ATTENUATOR (TMA)
-  CHANGEABLE MESSAGE SIGN

TEMPORARY SIGNING

-  PORTABLE SIGN
-  STATIONARY SIGN
-  STATIONARY OR PORTABLE SIGN

PAVEMENT MARKERS

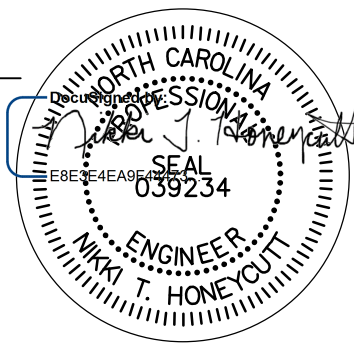
-  CRYSTAL/CRYSTAL
-  CRYSTAL/RED
-  YELLOW/YELLOW

PAVEMENT MARKING SYMBOLS

-  PAVEMENT MARKING SYMBOLS
- 
- 

APPROVED: _____

DATE: 10/5/2023



DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED



ROADWAY STANDARD
DRAWINGS & LEGEND

PROJ. REFERENCE NO.	SHEET NO.
GIBSON PARK DR	TMP-1B

stv

STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

GENERAL NOTES

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

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

TIME RESTRICTIONS

A)TMP phase II: DO NOT CLOSE ROADS AS FOLLOWS:

ROAD NAME	DAY AND TIME RESTRICTIONS
GIBSON PARK DR	MONDAY THRU SUNDAY 6:00 A.M. TO 9:00 A.M. AND 4:00 P.M. TO 6:00 P.M.

HOLIDAYS & EVENTS

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

PROJECT NOTES

PAVEMENT EDGE DROP OFF REQUIREMENTS

- B) BACKFILL AT A 6:1 SLOPE UP TO THE EDGE AND ELEVATION OF EXISTING PAVEMENT IN AREAS ADJACENT TO AN OPENED TRAVEL LANE THAT HAS AN EDGE OF PAVEMENT DROP-OFF AS FOLLOWS:

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

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

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

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

TRAFFIC PATTERN ALTERATIONS

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

SIGNING

- E) INSTALL ADVANCE WORK ZONE WARNING SIGNS WHEN WORK IS WITHIN 40 FT FROM THE EDGE OF TRAVEL LANE AND NO MORE THAN THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.

- F) PROVIDE SIGNING AND DEVICES REQUIRED TO CLOSE THE ROAD ACCORDING TO THE ROADWAY STANDARD DRAWINGS AND TRAFFIC CONTROL PLANS.

PROVIDE SIGNING REQUIRED FOR THE OFF-SITE DETOUR ROUTE AS SHOWN IN THE TRAFFIC CONTROL PLANS.

- G) COVER OR REMOVE ALL SIGNS AND DEVICES REQUIRED TO CLOSE THE ROAD WHEN ROAD CLOSURE IS NOT IN OPERATION.

COVER OR REMOVE ALL SIGNS REQUIRED FOR THE OFF-SITE DETOUR WHEN THE DETOUR IS NOT IN OPERATION.

- H) ENSURE ALL NECESSARY SIGNING IS IN PLACE PRIOR TO ALTERING ANY TRAFFIC PATTERN.

TRAFFIC CONTROL DEVICES

- I) PLACE TYPE III BARRICADES, WITH "ROAD CLOSED" SIGN R11-2 ATTACHED, OF SUFFICIENT LENGTH TO CLOSE ENTIRE ROADWAY.

MISCELLANEOUS

- J) LAW ENFORCEMENT MAY BE USED TO MAINTAIN TRAFFIC THROUGH THE WORK AREA AND/OR INTERSECTIONS AS DIRECTED BY THE ENGINEER.

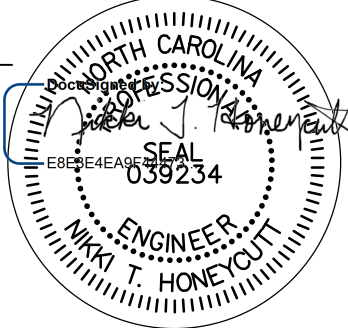
- K) ALL CURB RAMP LOCATIONS SHALL BE DERIVED FROM STATIONING SHOWN ON PAVEMENT MARKING PLANS OR AS DIRECTED BY THE ENGINEER.

LOCAL NOTES

- CONTACT MECKLENBURG COUNTY AND TOWN OF HUNTERSVILLE EMERGENCY SERVICES AND SCHOOLS AT LEAST ONE MONTH PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BUILD AS MUCH AS POSSIBLE AWAY FROM TRAFFIC.

I:\4\2023
r:\Traffic\TrafficControl\TCP\Gibson_TCP01B.dgn
mabdelaziz

APPROVED: _____
DATE: 10/5/2023





PROJECT NOTES

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

stv STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

USE NOTES: 1,2

- 1. Legend and border shall be direct applied encapsulated lens reflective sheeting.**
- 2. Background shall be NC Grade B fluorescent.**

Diagram of a rectangular street sign for Gibson Park Dr. The sign is white with a black border and contains the text "GIBSON PARK DR" in bold, black, sans-serif capital letters. The dimensions are as follows:

- Overall width: 42"
- Overall height: 24"
- Text area width: 28.9"
- Text area height: 18.5" (3.75" top margin, 6" text height, 4.5" bottom margin, 3.75" bottom margin)
- Left margin: 6.55"
- Right margin: 6.55"

Spacing Factor is 1 unless specified otherwise

Letter positions are to the lower left corners

[illegible]

NORTH CAROLINA D.O.T. SIGN DETAIL

APPROVED: _____ DATE: 10/5/2023			SPECIAL SIGN DESIGN
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			

PROJ. REFERENCE NO.	SHEET NO.
GIBSON PARK DR	TMP-3

STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

TRAFFIC MANAGEMENT STRATEGIES

THE PROJECT WILL BE CONSTRUCTED AWAY FROM TRAFFIC WHEREVER POSSIBLE, WHERE TRAFFIC IS AFFECTED, A COMBINATION OF LANE CLOSURES AND FLAGGERS WILL BE USED AS NECESSARY.

- FULL ROAD CLOSURES
- OFF-SITE DETOURS

PHASING NOTES

- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS FOR ALL PHASES WITHIN THE PROJECT LIMITS AND COORDINATE AS NECESSARY WITH PROPERTY OWNERS.
- SOME STEPS MAY BE COMBINED AT THE DISCRETION OF THE TOWN CONSTRUCTION ENGINEER.
- FLAGGERS SHALL BE USED AS NECESSARY.
- PEDESTRIAN TRAFFIC AND DRIVEWAY ACCESS WILL BE MAINTAINED AT ALL TIMES.

PROJECT PHASING

PHASE I

- WATERLINE INSTALLATION UNDER NS RAILROAD AND CHURCH STREET. SEE TMP-4
- STEP 1: INSTALL OFFSITE DETOUR SIGNAGE, WATER FILLED BARRIER AND BARRICADES CLOSING GIBSON PARK DRIVE FROM MAIN STREET TO GARDEN DISTRIC ROW. PLACE SAFETY FENCE TO ENCLOSE OPEN BORE PITS DURING CONSTRUCTION INACTIVITY.
- STEP 2: BACKFILL BORE AND RECEIVING PITS, REPAIR ROADWAY SURFACE. REMOVE WATERFILLED BARRIERS TO OPEN THE GIBSON PARK DRIVE BETWEEN MAIN STREET AND CHURCH STREET. OPEN THE INTERSECTION TO TRAFFIC.

PHASE II

- WATERLINE INSTALLATION AND ROADWAY IMPROVEMENTS ALONG GIBSON PARK DRIVE
- STEP 1: INSTALL OFFSITE DETOUR SIGNAGE AND BARRICADES AND IN ACCORDANCE WITH RSD 1101.03, SHEET 2 OF 9, CLOSING GIBSON PARK DRIVE FROM SOUTH CHRUCH STREET TO GARDEN DISTRICT ROW DURING OFF PEAK TIMES. REMOVE BARRICADES AND COVER DETOUR SIGNAGE TO OPEN ROADWAY DURING CONTRUCTION INACTIVITY.
- STEP 2: CONSTRUCT PROPOSED DRAINAGE, UTILITIES, DRIVEWAYS, SIDEWALKS, ROADWAY, AND CURB AND GUTTERS PAVEMENT UP TO BUT NOT INCLUDING THE FINAL SURFACE COURSE.
- STEP 3: USING RSD 1101.02 SHEET 1 OF 14, MAINTAINING ONE LANE OF TRAFFIC WITH FLAGGERS AS NECESSARY, CONSTRUCT ROADWAY TIE IN AT THE BEGIN AND END OF PROJECT.

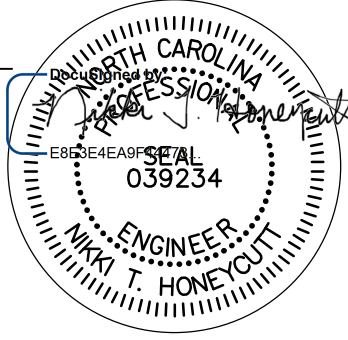
PHASE III

- STEP 1: PLACE FINAL LAYER OF PAVEMENT SURFACE COURSE AND FINAL PAVEMENT MARKINGS ALONG GIBSON PARK DRIVE FROM SOUTH CHURCH STREET TO GARDEN DISTRICT ROW.
- STEP 2: OPEN GIBSON PARK DRIVE TO THRU TRAFFIC AND REMOVE OFFSITE DETOUR SIGNAGE AND BARRICADES.

I:\4\2023
r:\Traffic\TrafficControl\TCP\Gibson_TCP03.dgn
mabdelaziz

APPROVED: _____

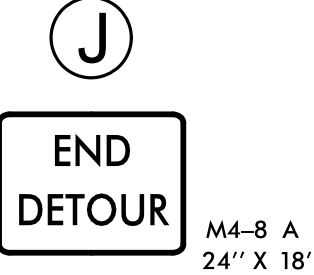
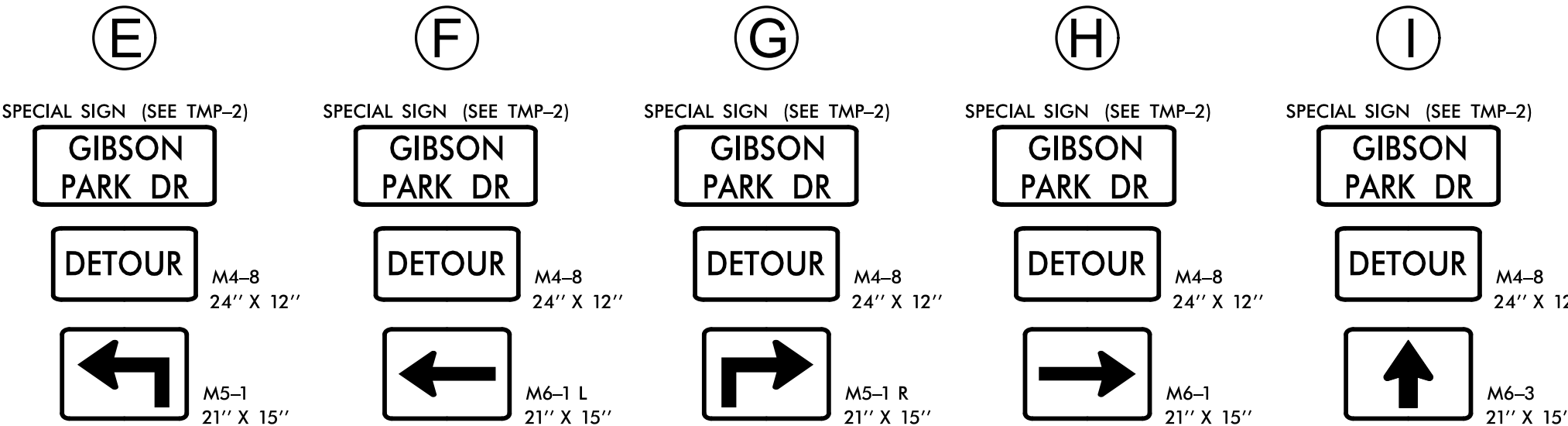
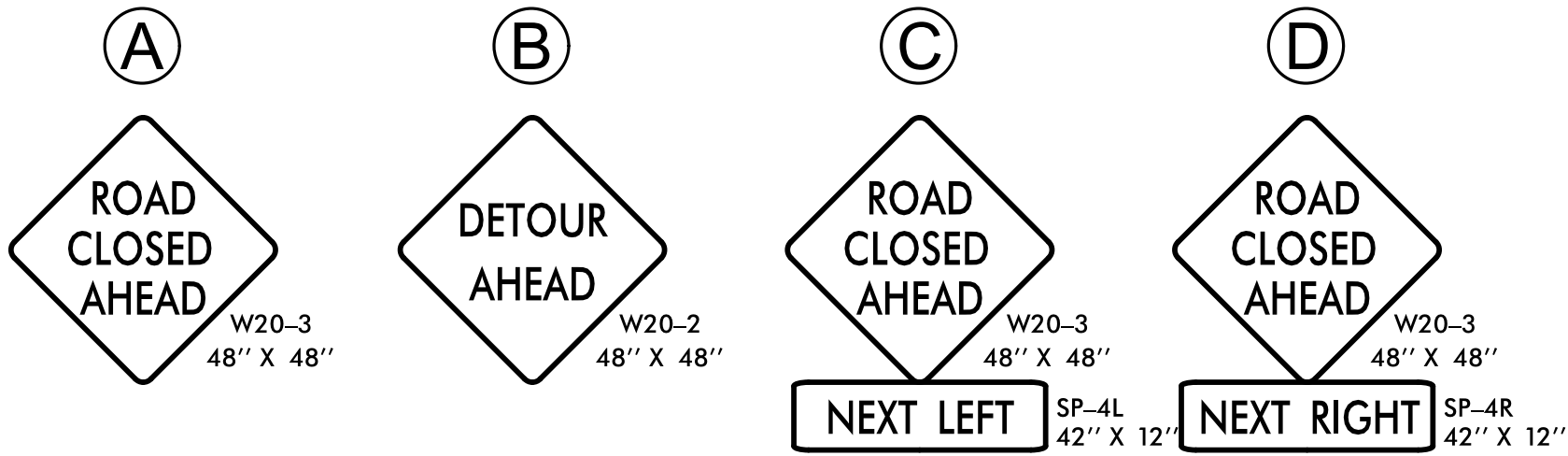
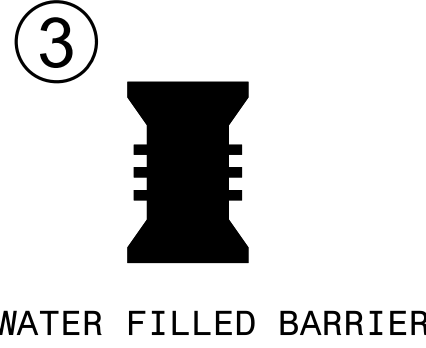
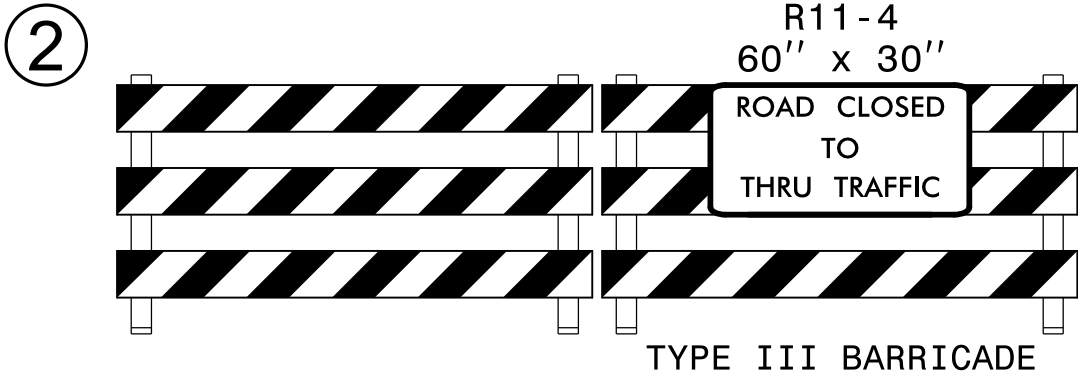
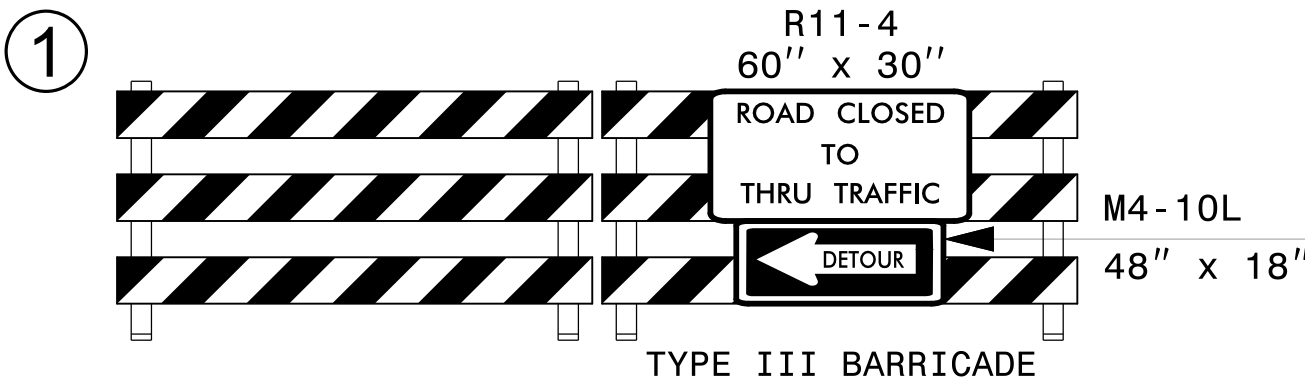
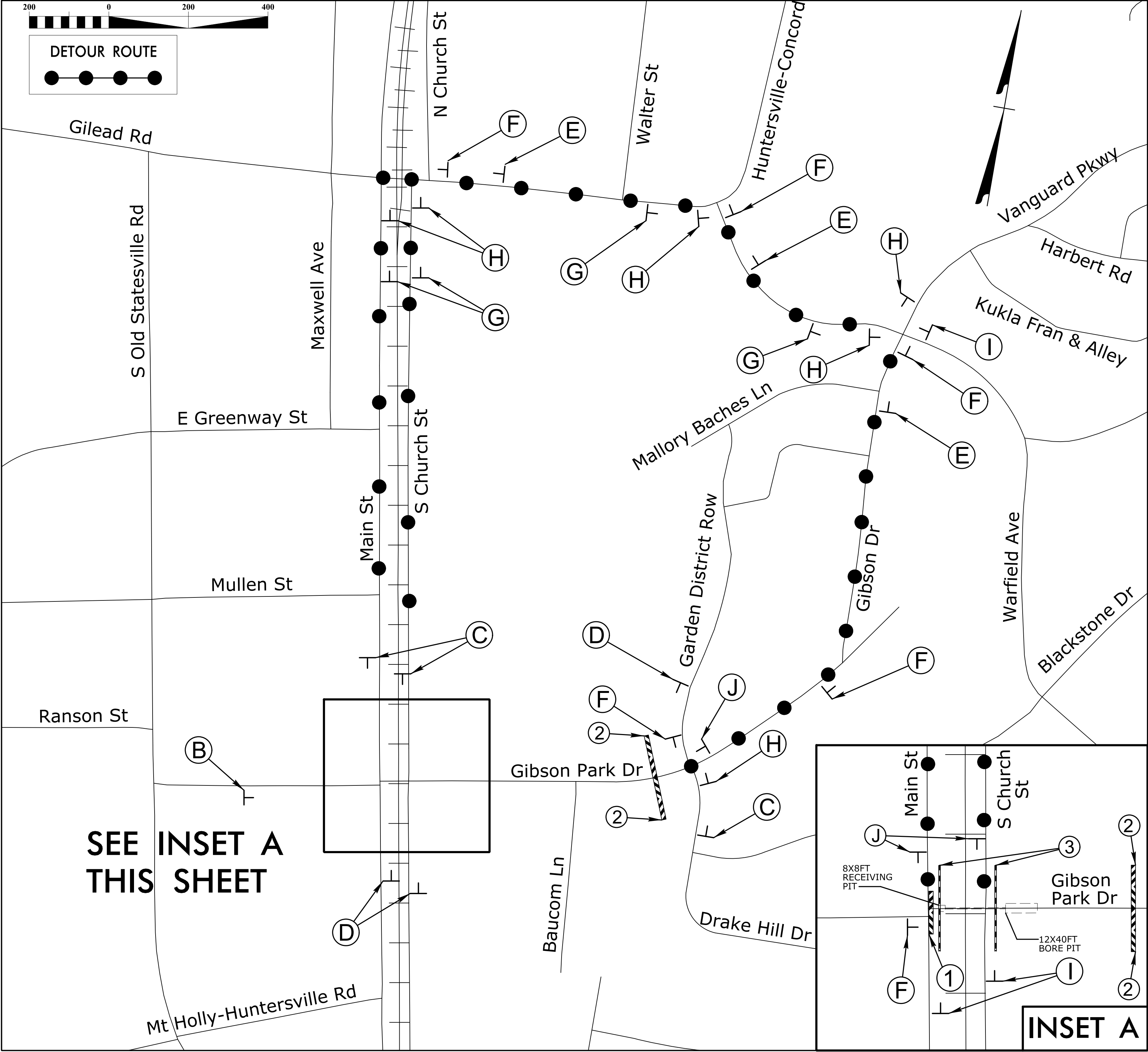
DATE: 10/5/2023



DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED



TEMPORARY TRAFFIC
CONTROL PHASING



APPROVED: _____

DATE: 10/5/2023

039234

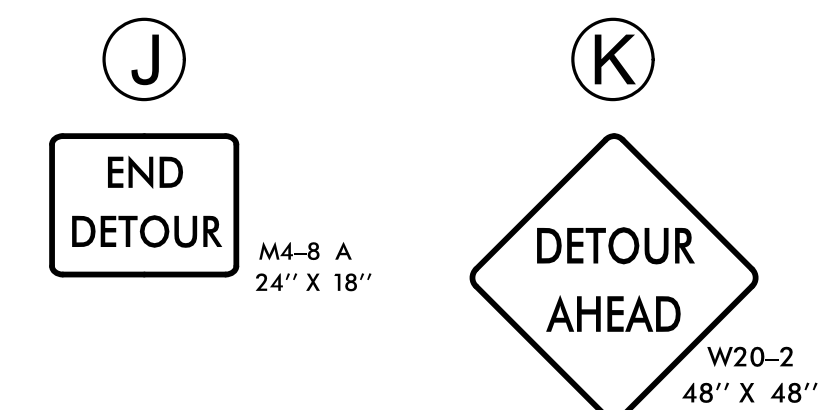
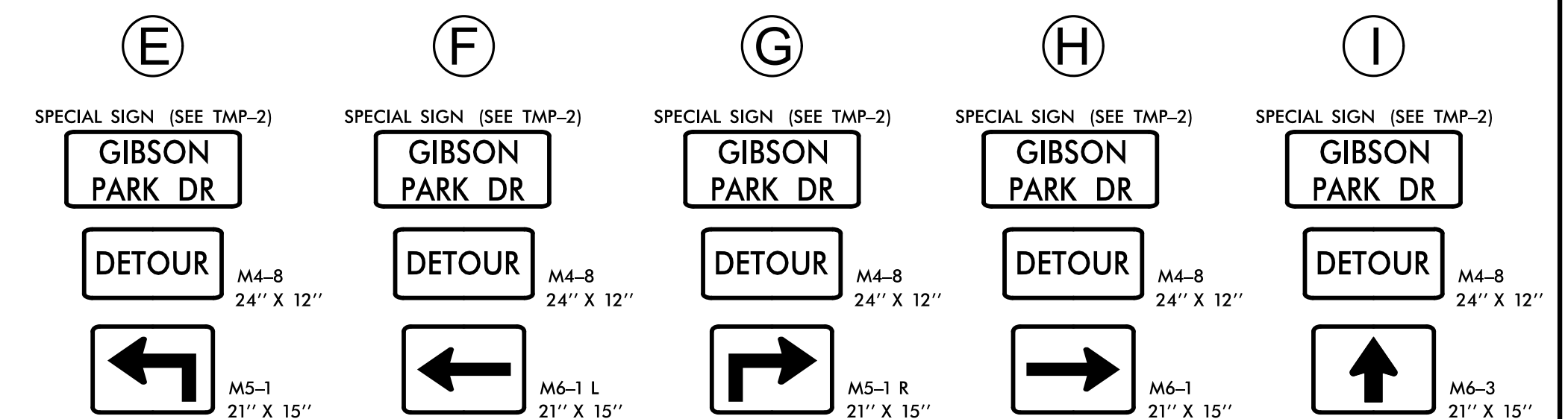
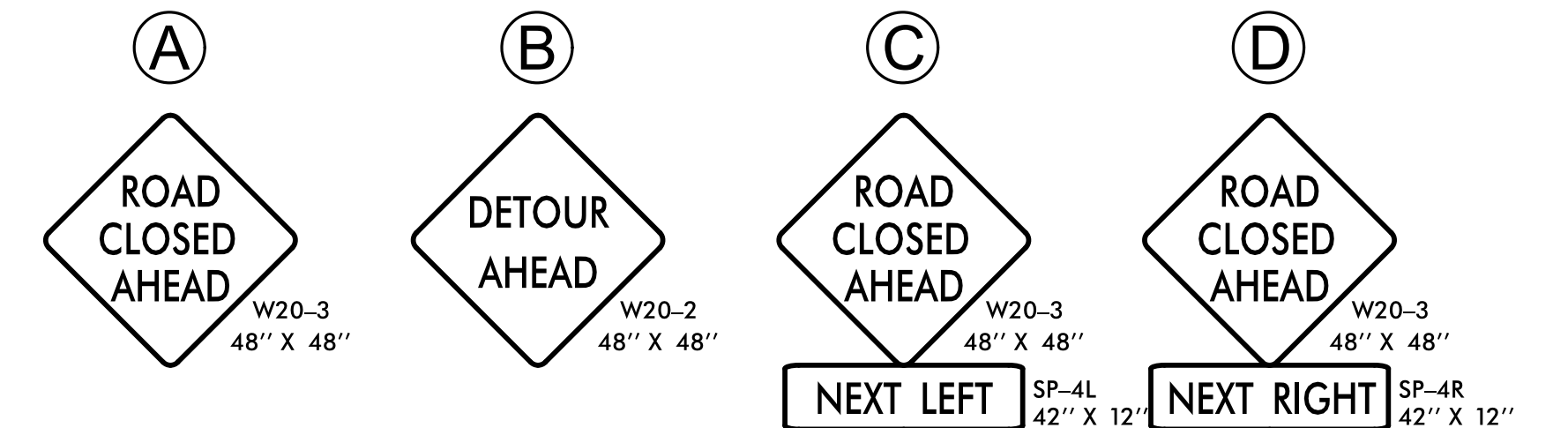
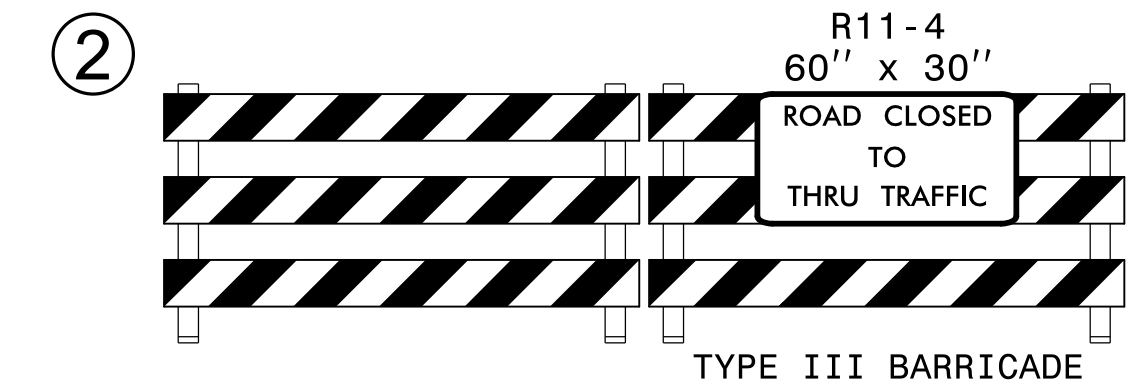
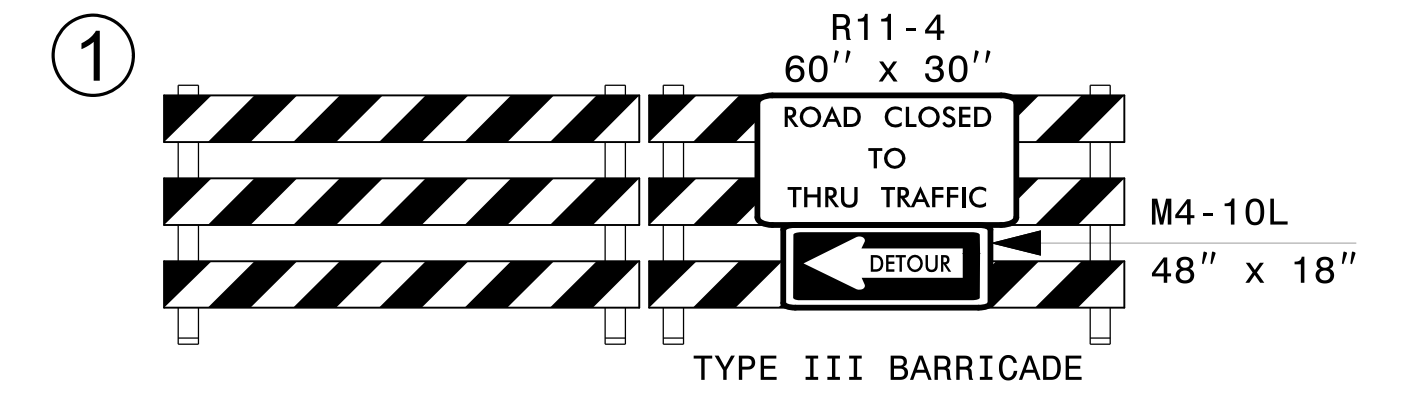
ENGINEER

W. T. HONEYCUTT

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

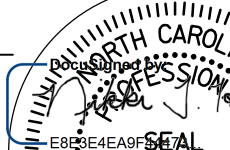


OFF-SITE DETOUR ROUTE
PHASE I



APPROVED: _____

DATE: _____ 10/5/2023



**DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**



OFF-SITE DETOUR ROUTE PHASE II

PROJECT: GIBSON PARK DR.

PAVEMENT MARKING & SIGNING PLAN

MECKLENBURG COUNTY

**LOCATION: GIBSON PARK DRIVE FROM SOUTH CHRUCH STREET
TO GARDEN DISTRICT ROW**

ROADWAY STANDARD DRAWING

THE FOLLOWING ROADWAY STANDARDS AS APPEAR IN "ROADWAY STANDARD DRAWINGS"
- PROJECT SERVICES UNIT - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C.,
DATED JANUARY 2018 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE
CONSIDERED A PART OF THESE PLANS:

<u>STD. NO.</u>	<u>TITLE</u>
903.10	GROUND MOUNTED SIGN SUPPORTS
904.10	ORIENTATION OF GROUND MOUNTED SIGNS
904.50	MOUNTING OF TYPE 'D', 'E', AND 'F' SIGNS ON 'U' CHANNEL POSTS
1205.01	PAVEMENT MARKINGS - LINE TYPES AND OFFSETS
1205.02	PAVEMENT MARKINGS - TWO-LANE AND MULTILANE ROADWAYS
1205.04	PAVEMENT MARKINGS - INTERSECTIONS

FINAL PAVEMENT MARKING SCHEDULE

SYMBOL	DESCRIPTION
	<u>THERMOPLASTIC (24", 90 MILS)</u>
T61	WHITE STOP BAR

SUMMARY OF QUANTITIES

ITEM NO.		ITEM DESCRIPTION	QUANTITY	UNIT
DESC. NO.	SECT. NO.			
4072000000	903	SUPPORTS, 3-LB STEEL U-CHANNEL	65	LF
4116100000	904	SIGN ERECTION, RELOCATE TYPE E (GROUND MOUNTED)	8	EA
4155000000	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	1	EA
4891000000	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	27	LF

PAVEMENT MARKING GENERAL NOTES

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

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

<u>ROAD NAME</u>	<u>MARKING</u>	<u>MARKER</u>
GIBSON PARK DR [L]	THERMOPLASTIC	NONE

- B) REMOVE/REPLACE ANY CONFLICTING/DAMAGED PAVEMENT MARKINGS AND MARKERS.
- C) STOP BARS AT NON-SIGNALIZED INTERSECTION MAY BE ADJUSTED AS DIRECTED BY ENGINEER.

SIGNING GENERAL NOTES

- A) SIGNS FURNISHED BY THE CONTRACT.
- B) IF REMOVAL OR RELOCATION OF SIGNS ON PRIVATE STREET (NON-STATE OR TOWN MAINTAINED) IS REQUIRED DUE TO CONSTRUCTION, THE CONSTRUCTION SHALL INFORM THE ENGINEER. THE WORK WILL BE COMPLETED BY OTHERS.
- C) SIGNING PLANS DO NOT INCLUDE TEMPORARY CONSTRUCTION SIGNING OR PAVEMENT MARKINGS. SEE TRANSPORTATION MANAGEMENT AND PAVEMENT MARKING PLANS.
- D) WHEN NOT STATIONED OR DIMENSIONED ON PLANS, ALL SIGNS SHALL BE FIELD LOCATED BY THE ENGINEER.
- E) WHEN EXISTING SIGNS ARE REMOVED AND INSTALLED ON NEW SUPPORTS, THE RE-ERECTION SHALL IMMEDIATELY FOLLOW THE REMOVAL.

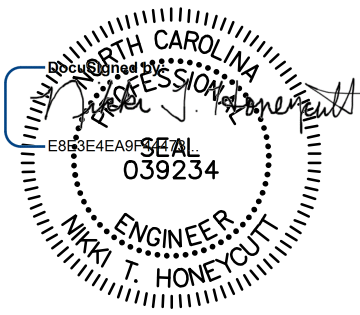
INDEX

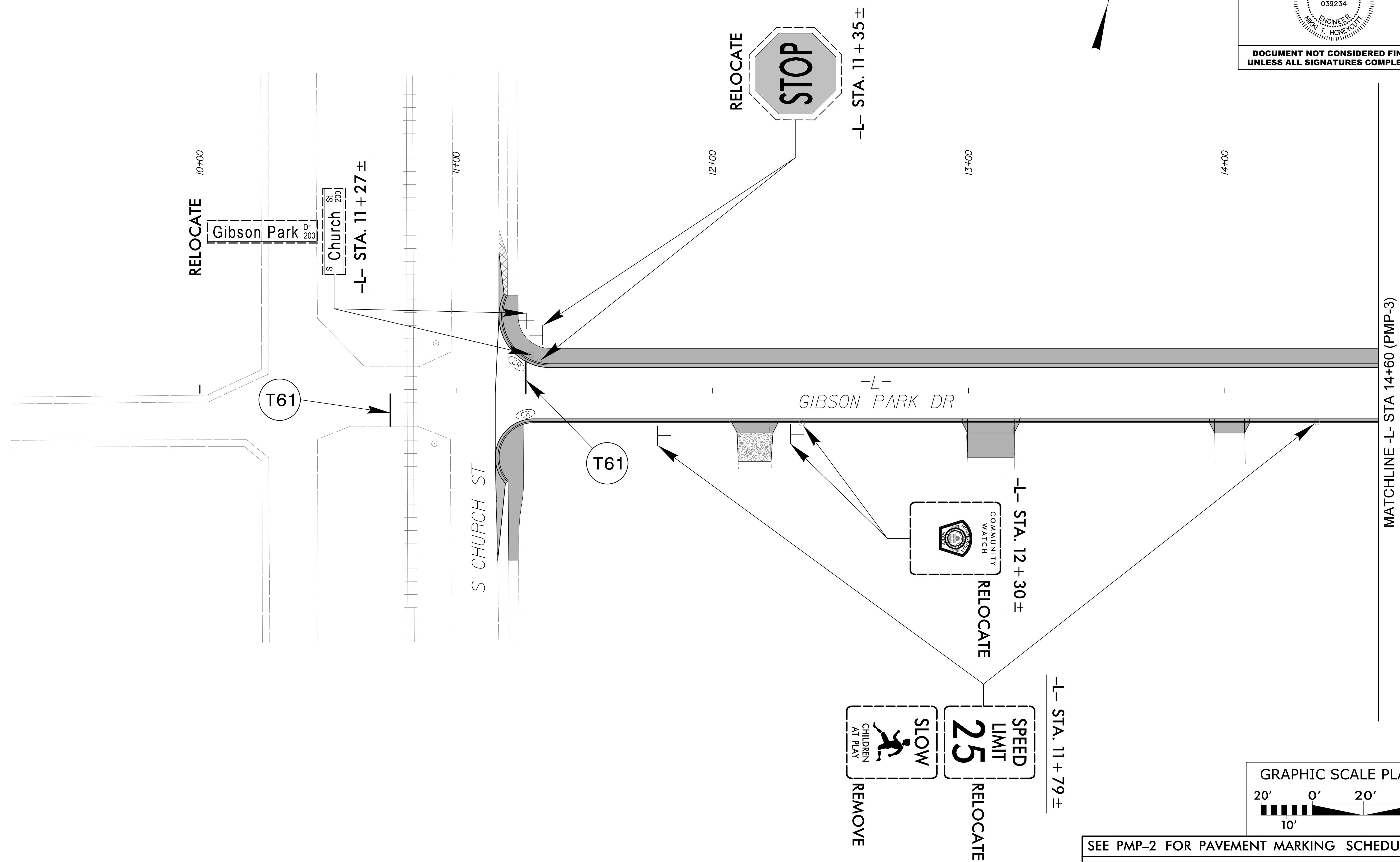
<u>SHEET NO.</u>	<u>DESCRIPTION</u>
PMP-1	PAVEMENT MARKING AND SIGNING PLAN COVER SHEET
PMP-2 THRU PMP-3	PAVEMENT MARKING AND SIGNING DETAILS

PLAN PREPARED BY:
STV Engineers, Inc.

<u>NIKKI HONEYCUTT, PE</u>	TRAFFIC ENGINEER
<u>DOUGLAS MOORE, EI</u>	TRANSPORTATION DESIGNER



TIP NO.	SHEET NO.
GIBSON PARK DR	PMP - 1
APPROVED: _____ DATE: 10/5/2023 _____	
SEAL 	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



PAVEMENT MARKING AND SIGNING DETAIL

SEE PMP-2 FOR PAVEMENT MARKING SCHEDULE

GRAPHIC SCALE PLAN

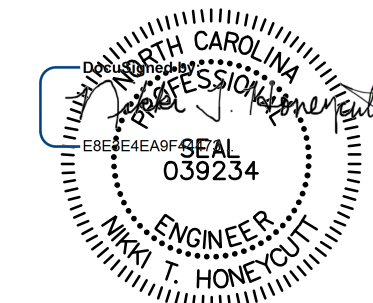
TIP NO.	SHEET NO.
---------	-----------

GIBSON PARK DR	PMP-2
----------------	-------

APPROVED: _____

DATE: 10/5/2023

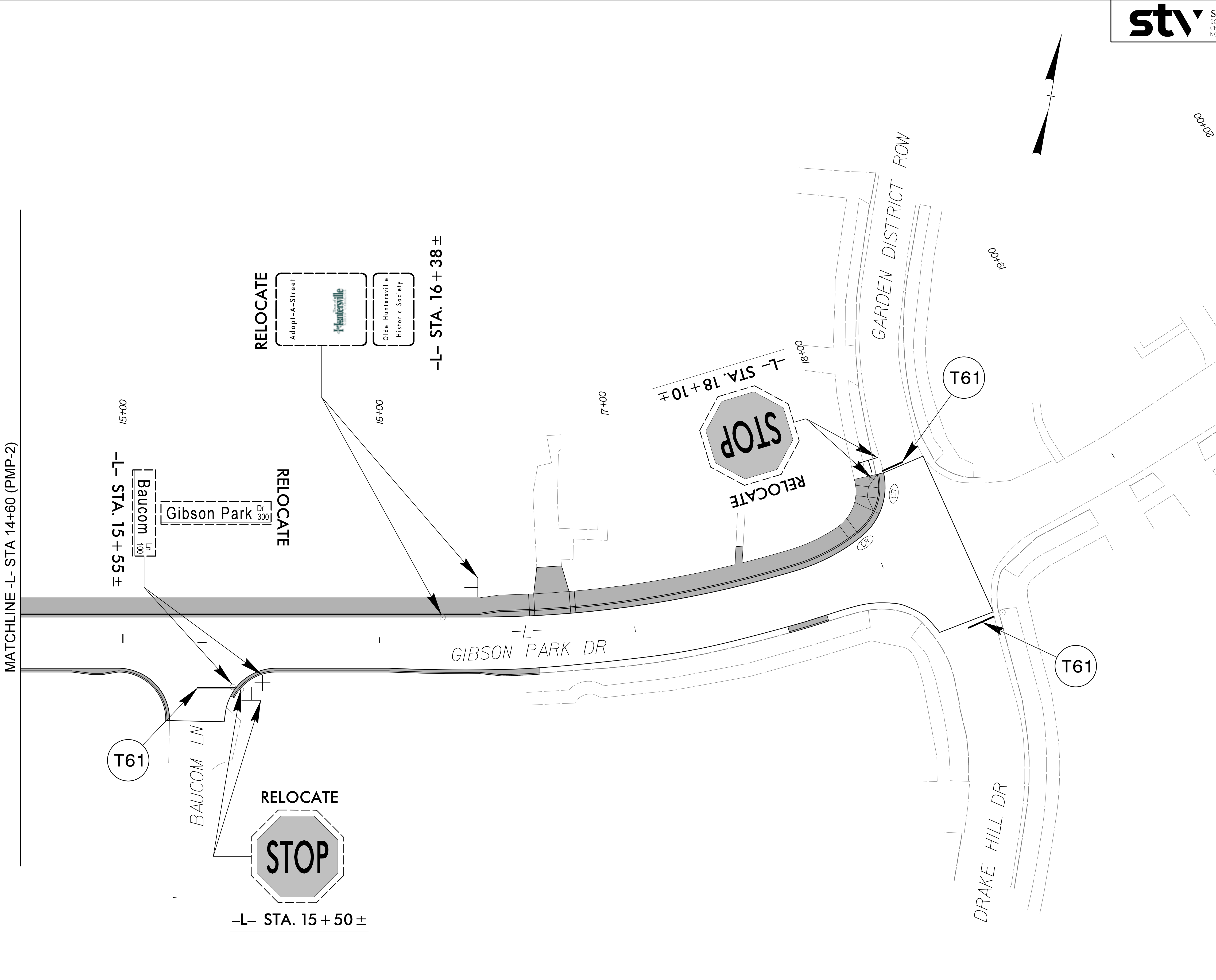
SEAL



**DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**

8/17/99

10/4/2023
C:\Users\mabdelaziz\OneDrive\Documents\Projects\NMP & SIGN\Gibson_PMP03.dgn
mabdelaziz



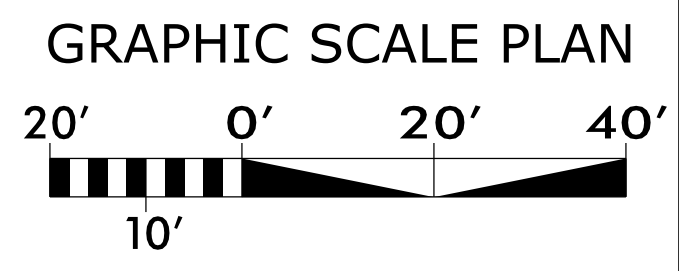
stv STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

TIP NO.	SHEET NO.
GIBSON PARK DR	PMP-3

APPROVED: _____
DATE: 10/5/2023

SEAL

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED



SEE PMP-1 FOR PAVEMENT MARKING SCHEDULE

**PAVEMENT MARKING
AND SIGNING DETAIL**

8/17/99

PROJECT DESCRIPTION:

THE GIBSON PARK DR. ROADWAY IMPROVEMENT PROJECT IS LOCATED IN HUNTERSVILLE, NORTH CAROLINA. THE PROJECT LIES WITHIN THE YADKIN PEE DEE RIVER BASIN WHERE THE NEAREST NAMED STREAM IS SOUTH PRONG CLARK CREEK. THIS LINEAR PROJECT IS APPROXIMATELY 700' LONG THAT INCLUDES THE ADDITION OF SIDEWALKS, CURB & GUTTER, AND DRAINAGE. NEW CLOSED DRAINAGE SYSTEMS ARE PROPOSED ALONG THE NEW CURB & GUTTER SECTIONS OF ROADWAY. THE MUNICIPAL OPERATOR FOR STORM WATER DISCHARGES IS THE TOWN OF HUNTERSVILLE.

DISTURBED AREA:

THE TOTAL DISTURBED AREA FOR THIS PROJECT IS APPROXIMATELY 0.68 AC.

EROSION CONTROL GENERAL NOTES:

- ALL "STD." NUMBERS REFER TO THE 2018 NCDOT STANDARDS MANUAL OR THE NCDOT STANDARD DRAWINGS. REFER TO PROJECT SPECIAL PROVISIONS FOR NON-STANDARD ITEMS.
- ON-SITE BURIAL PITS REQUIRE AN ON-SITE DEMOLITION LANDFILL PERMIT FROM THE ZONING ADMINISTRATOR.
- ANY GRADING BEYOND THE DENUDED LIMITS SHOWN ON THE PLAN IS A VIOLATION OF THE TOWN/COUNTY EROSION CONTROL ORDINANCE AND NCDEMLR RULES AND IS SUBJECT TO A FINE.
- GRADING MORE THAN ONE ACRE WITHOUT AN APPROVED EROSION CONTROL PLAN IS A VIOLATION OF THE TOWN/COUNTY EROSION CONTROL ORDINANCE AND NCDEMLR RULES AND IS SUBJECT TO A FINE.
- ADDITIONAL MEASURES TO CONTROL EROSION AND SEDIMENT MAY BE REQUIRED BY A REPRESENTATIVE OF THE TOWN ENGINEERING DEPARTMENT OR NCDEMLR.
- SLOPES SHALL BE GRADED NO STEEPER THAN 2:1. FILL SLOPES GREATER THAN 10' REQUIRE ADEQUATE TERRACING.
- A GRADING PLAN MUST BE SUBMITTED FOR ANY GRADING EXCEEDING ONE ACRE THAT WAS NOT PREVIOUSLY APPROVED.
- CONTRACTOR IS RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL THROUGH ALL PHASES OF CONSTRUCTION.
- DURING CONSTRUCTION, THE CONTRACTOR IS TO CONTROL SEDIMENT AND EROSION FROM LATERAL FLOWS OF SIDE CHANNELS AND/OR PIPES INTO THE WORK AREA WITH THE USE OF DIVERSION DITCHES, CHECK DAMS, AND/OR ANY OTHER DEVICES.
- SILT FENCE SHOULD BE INSTALLED 2 FEET OFF THE TOE OF FILL SLOPES TO PROVIDE SPACE FOR SEDIMENT STORAGE AND MAINTENANCE, WHERE PRACTICAL.
- SEED AND MAT ALL FILL SLOPES 3:1 OR STEEPER. SEED AND MAT ALL TEMPORARY AND PROPOSED DITCHES.
- INLET PROTECTION IS REQUIRED FOR ALL INLETS LOCATED IN THE WORKING AREA AND REQUIRED UNTIL THE SITE IS FULLY STABILIZED.
- ALL AREAS MUST BE SEEDED AND MULCHED WITHIN 14 CALENDAR DAYS. AREAS REQUIRING GROUND COVER WITHIN 7 DAYS ARE LISTED IN THE PLANS. REFER TO EROSION CONTROL ORDINANCE FOR ADDITIONAL REQUIREMENTS.
- ALL EXCAVATED SOIL TEMPORARILY STOCKPILED ON ROADWAYS SHALL BE PLACED ON SCREENINGS.
- THE CONTRACTOR SHALL TAKE ALL RESPONSIBLE MEASURES TO PREVENT TRACKING MUD/SOIL ON ROADWAYS. ANY MUD/SOIL TRACKED ON ROADWAYS SHALL BE CLEANED DAILY.
- CONTRACTOR MUST USE SPECIAL STILLING BASIN FOR WORK AREA DEWATERING (NCDOT STD. 1630.06).
- THE CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES FOR ALL STOCKPILE, STAGING AND PARKING LOCATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND/OR CERTIFICATIONS FOR ANY CONTRACTOR FURNISHED BORROW SOURCES AND SHALL FURNISH A COPY OF THE PERMITS AND/OR CERTIFICATIONS TO THE ENGINEER PRIOR TO PERFORMING ANY WORK ON THE PROPOSED BORROW SOURCE AS SPECIFIED IN SECTION 203 OF NCDOT'S STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES, JANUARY 2018.
- CONTRACTOR SHALL MAINTAIN SELF INSPECTION DOCUMENTS AND KEEP A COPY ON-SITE AT ALL TIMES. THE SELF INSPECTION REPORT IS LOCATED AT <http://deq.nc.gov/about/divisions/energy--mineral--land--resources/erosion--sediment--control/forms>

CONSTRUCTION SEQUENCE

THE CONSTRUCTION SEQUENCE MUST BE PROJECT SPECIFIC AND INCLUDE THE FOLLOWING (ADDITIONAL ITEMS SHALL BE ADDED OR MODIFIED DEPENDING ON SITE CONDITIONS):

- OBTAIN GRADING/EROSION CONTROL PLAN APPROVAL FROM THE TOWN OF HUNTERSVILLE.
- SET UP AN ON-SITE PRE-CONSTRUCTION CONFERENCE WITH THE FOLLOWING DEPARTMENTS: (THE TERRITORY FOR INSPECTORS ARE LISTED BELOW): EROSION CONTROL INSPECTOR, LAND DEVELOPMENT INSPECTOR AND ZONING INSPECTOR. FAILURE TO SCHEDULE SUCH CONFERENCE 48 HOURS PRIOR TO ANY LAND DISTURBING ACTIVITY IS SUBJECT TO FINE.
- INSTALL SILT FENCE, INLET PROTECTION, SKIMMER BASINS, DIVERSION DITCHES, CLEAN WATER DIVERSIONS,TREE PROTECTION, CONSTRUCTION ENTRANCES, AND OTHER MEASURES AS SHOWN ON PLANS, CLEARING ONLY AS NECESSARY TO INSTALL THESE DEVICES.
- CALL FOR ON-SITE INSPECTION BY INSPECTOR. WHEN APPROVED, INSPECTOR ISSUES THE GRADING PERMIT AND CLEARING AND GRUBBING MAY BEGIN.
- THE CONTRACTOR SHALL DILIGENTLY AND CONTINUOUSLY MAINTAIN ALL EROSION CONTROL DEVICES AND STRUCTURES.
- FOR PHASED EROSION CONTROL PLANS, CONTRACTOR SHALL MEET WITH EROSION CONTROL INSPECTOR PRIOR TO COMMENCING WITH EACH PHASE OF EROSION CONTROL MEASURES.
- THE LAND DEVELOPMENT INSPECTOR SHOULD BE CALLED TO CONDUCT INSPECTIONS ON STORM DRAINAGE, SIDEWALKS, DRIVEWAY ON STORM DRAINAGE, SIDEWALKS, DRIVE WAY IMPROVEMENTS, AND ALL ASPECTS OF ROAD CONSTRUCTION.
- STABILIZE SITE AS AREAS ARE BROUGHT TO FINISHED GRADE.
- COORDINATE WITH EROSION CONTROL INSPECTOR PRIOR TO REMOVAL OF EROSION CONTROL MEASURE.
- ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE N. C. EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, U. S. DEPT. OF AGRICULTURE, MECKLENBURG COUNTY EROSION CONTROL ORDINANCE, AND THE CHARLOTTE-MECKLENBURG LAND DEVELOPMENT STANDARDS.
- CALL THE EROSION CONTROL INSPECTOR (ANNE LOFTIN) TO SET UP A BMP PRE-CONSTRUCTION MEETING PRIOR TO STARTING ANY WORK ON BMPS. THIS MEETING SHOULD TAKE PLACE AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY BMP. THE INSPECTOR WILL VERIFY THAT THE CONTRIBUTING DRAINAGE AREA IS COMPLETELY STABILIZED AND STORM DRAINAGE PIPES ARE CLEAN BEFORE INSTALLATION OF ANY BMP.

MAINTENANCE PLAN:

- ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUNOFF--PRODUCING RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL DEVICES AS DESIGNED.
- THE SILT CHECKS AND WATTLES WILL BE CLEANED OUT WHEN THE LEVEL OF SEDIMENT REACHES 50% FILLED. GRAVEL AND STONE WILL BE CLEANED OR REPLACED WHEN THE SEDIMENT POOL NO LONGER DRAINS PROPERLY.
- SEDIMENT WILL BE REMOVED FROM THE INLET PROTECTION DEVICES WHEN STORAGE CAPACITY HAS BEEN APPROXIMAELY 50% FILLED. GRAVEL WILL BE CLEANED OR REPLACED WHEN THE SEDIMENT POOL NO LONGER DRAINS PROPERLY.
- SEDIMENT WILL BE REMOVED FROM BEHIND THE SEDIMENT FENCE WHEN IT BECOMES 0.5 FEET DEEP AT THE FENCE. THE SEDIMENT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.
- MAINTAIN THE CONSTRUCTION ENTRANCE TO PREVENT MUD OR SEDIMENT FROM LEAVING THE SITE. THIS MAY REQUIRE TOP DRESSING WITH 2-INCH STONE. IMMEDIATELY REMOVE ANY MATERIALS TRACKED ONTO PUBLIC ROADWAYS.
- ALL SEEDED AREAS WILL BE FERTILIZED, RESEEDDED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN TO MAINTAIN A VIGOROUS DENSE, VEGETATIVE COVER.
- TEMPORARY OR PERMANENT GROUND COVER STABILIZATION SHALL OCCUR WITHIN 7 DAYS FROM THE LAST LAND-DISTURBING ACTIVITY, WITH THE FOLLOWING EXCEPTIONS IN WHICH TEMPORARY OR PERMANENT GROUND COVER SHALL BE PROVIDED IN 14 CALENDAR DAYS FROM THE LAST LAND-DISTURBING ACTIVITY: – ON SLOPES BETWEEN 2:1 AND 3:1, WITH A SLOPE LENGTH OF 10 FT. OR LESS – ON SLOPES 3:1 OR FLATTER, WITH A SLOPE LENGTH OF 50 FT. OR LESS – ON SLOPES 4:1 OR FLATTER.

st

TV

STV Engineers, Inc.

900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

PROJECT REFERENCE NO.

GIBSON PARK DR.

SHEET NO.

EC-1

RW SHEET NO.

EROSION AND SEDIMENT CONTROL MEASURES LEGEND

Std. #	Description	Symbol
1605.01	Temporary Silt Fence	
1633.01	Temporary Rock Silt Check Type-A	
	Temporary Rock Silt Check Type-B	
1635.02	Rock Pipe Inlet Sediment Trap Type-B	
CLDS30.15	Catch Basin Inlet Protection	
1630.06	Special Stilling Basin	
1632.02	Rock Inlet Sediment Trap Type B	
1632.03	Rock Inlet Sediment Trap Type C	
1607.01	Gravel Construction Entrance	
1630.03	Temporary Silt Ditch	
SP	Sand Bag Clean Water Diversion	
SP	Temporary Clean Water Diversion	
SP	Coir Fiber Wattle	
SP	Concrete Washout Structure	
SP	Temporary Diversion	
	Special Sediment Control Fence	
	Coir Fiber Baffle	
	Staging Area	
	Disturbed Area	
	Existing Contours	
	Proposed Contours	

General Soils Description

Location	Map Symbol	Soil Name	Drainage
GIBSON PARK DRIVE	CeB2	Cecil sandy clay loam, 2% to 8% slopes, moderately eroded	Well drained, Group B
	EnD	Enon sandy loam, 8% to 15% slopes	Well drained, Group C
	MeB	Mecklenburg fine sandy loam, 2% to 8% slopes	Well drained, Group C
	MeB	Mecklenburg-Urban land complex, 2% to 8% slopes	Well drained, Group C

Source: USGS Soil Survey of Mecklenburg County, NC

8/17/99

NCDEMLR TEMPORARY SEEDING SPECIFICATIONS
COMPLETE GRADING BEFORE PREPARING SEEDBEDS, AND INSTALL ALL NECESSARY EROSION CONTROL PRACTICES SUCH AS, DIKES, WATERWAYS, AND BASINS. MINIMIZE STEEP SLOPES BECAUSE THEY MAKE SEEDBED PREPARATION DIFFICULT AND INCREASE THE EROSION HAZARD. IF SOILS BECOME COMPACTED DURING GRADING, LOOSEN THEM TO A DEPTH OF 6–8 INCHES USING A RIPPER, HARROW, OR CHISEL PLOW.

SEEDBED PREPARATION
GOOD SEEDBED PREPARATION IS ESSENTIAL TO SUCCESSFUL PLANT ESTABLISHMENT. A GOOD SEEDBED IS WELL–PULVERIZED, LOOSE, AND UNIFORM. WHERE HYDROSEEDING METHODS ARE USED, THE SURFACE MAY BE LEFT WITH A MORE IRREGULAR SURFACE OF LARGE CLOUDS AND STONES.

LIMING
*APPLY LIME ACCORDING TO SOIL TEST RECOMMENDATIONS. IF THE PH (ACIDITY) OF THE SOIL IS NOT KNOWN, AN APPLICATION OF GROUND AGRICULTURAL LIME–STONE AT THE RATE OF 1 TO 1 TONS/ACRE ON COARSE–TEXTURED SOILS AND 2–3 TONS/ACRE ON FINETEXTURED SOILS IS USUALLY SUFFICIENT. APPLY LIMESTONE UNIFORMLY AND INCORPORATE INTO THE TOP 4–6 INCHES OF SOIL. SOILS WITH A PH OF 6 OR HIGHER NEED NOT BE LIMED.

FERTILIZER
*BASE APPLICATION RATES ON SOIL TESTS. WHEN THESE ARE NOT POSSIBLE, APPLY A 10–10–10 GRADE FERTILIZER AT 700–1,000 LB/ACRE. BOTH FERTILIZER AND LIME SHOULD BE INCORPORATED INTO THE TOP 4–6 INCHES OF SOIL. IF HYDRAULIC SEEDER IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 30 MINUTES BEFORE APPLICATION. SURFACE ROUGHENING*IF RECENT TILLAGE OPERATIONS HAVE RESULTED IN A LOOSE SURFACE, ADDITIONAL ROUGHENING MAY NOT BE REQUIRED, EXCEPT TO BREAK UP LARGE CLOUDS. IF RAINFALL CAUSES THE SURFACE TO BECOME SEALED OR CRUSTED, LOOSEN IT JUST PRIOR TO SEEDING BY DISKING, RAKING, HARROWING, OR OTHER SUITABLE METHODS. GROOVE OR FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR BEFORE SEEDING.

PLANT SELECTION
SELECT AN APPROPRIATE SPECIES OR SPECIES MIXTURE FROM TABLE 6.10A FOR SEEDING IN LATE WINTER AND EARLY SPRING, TABLE 6.10B FOR SUMMER, AND TABLE 6.10C FOR FALL. IN THE MOUNTAINS, DECEMBER AND JANUARY SEEDINGS HAVE POOR CHANCES OF SUCCESS. WHEN IT IS NECESSARY TO PLANT AT THESE TIMES, USE RECOMMENDATIONS FOR FALL AND A SECURELY TACKED MULCH.

SEEDING
EVENLY APPLY SEED USING A CYCLONE SEEDER (BROADCAST), DRILL, CULTIPACKER SEEDER, OR HYDROSEEDER. USE SEEDING RATES GIVEN IN TABLES 6.10A–6.10C. BROADCAST SEEDING AND HYDROSEEDING ARE APPROPRIATE FOR STEEP SLOPES WHERE EQUIPMENT CANNOT BE DRIVEN. HAND BROADCASTING IS NOT RECOMMENDED BECAUSE OF THE DIFFICULTY IN ACHIEVING A UNIFORM DISTRIBUTION.
SMALL GRAINS SHOULD BE PLANTED NO MORE THAN 1 INCH DEEP, AND GRASSES AND LEGUMES NO MORE THAN INCH. BROADCAST SEED MUST BE COVERED BY RAKING OR CHAIN DRAGGING, AND THEN LIGHTLY FIRMED WITH A ROLLER OR CULTIPACKER. HYDROSEEDED MIXTURES SHOULD INCLUDE A WOOD FIBER (CELLULOSE) MULCH.

MULCHING
THE USE OF AN APPROPRIATE MULCH WILL HELP ENSURE ESTABLISHMENT UNDER NORMAL CONDITIONS, AND IS ESSENTIAL TO SEEDING SUCCESS UNDER HARSH SITE CONDITIONS (PRACTICE 6.14, MULCHING). HARSH SITE CONDITIONS INCLUDE:
* SEEDING IN FALL FOR WINTER COVER (WOOD FIBER MULCHES ARE NOT CONSIDERED ADEQUATE FOR THIS USE),
* SLOPES STEEPER THAN 3:1,
* EXCESSIVELY HOT OR DRY WEATHER,
* ADVERSE SOILS (SHALLOW, ROCKY, OR HIGH IN CLAY OR SAND), AND
* AREAS RECEIVING CONCENTRATED FLOW.
IF THE AREA TO BE MULCHED IS SUBJECT TO CONCENTRATED WATERFLOW, AS IN CHANNELS, ANCHOR MULCH WITH NETTING (PRACTICE 6.14, MULCHING).

TABLE 6.10A
TEMPORARY SEEDING RECOMMENDATIONS FOR LATE WINTER AND EARLY SPRING
SEEDING MIXTURE

SPECIES	RATE (LB/ACRE)
RYE (GRAIN)	120LB/ACRE
ANNUAL LESPEDEZA (KOBÉ IN	
PIEDMONT AND COASTAL PLAIN,	
KOREAN IN MOUNTAINS)	50LB/ACRE

OMIT ANNUAL LESPEDEZA WHEN DURATION OF TEMPORARY COVER IS NOT TO EXTEND BEYOND JUNE.

SEEDING DATES
MOUNTAINS*
ABOVE 2500 FEET: FEB. 15 – MAY 15
BELOW 2500 FEET: FEB. 1– MAY 1
PIEDMONT* JAN. 1 – MAY 1
COASTAL PLAIN* DEC. 1 – APR. 15

SOIL AMENDMENTS
FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10–10–10 FERTILIZER.

MULCH
APPLY 4,000 LB/ACRE STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

MAINTENANCE
REFERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

TABLE 6.10B
TEMPORARY SEEDING RECOMMENDATIONS FOR SUMMER
SEEDING MIXTURE

SPECIES RATE (LB/ACRE)
GERMAN MILLET 40LB/ACRE
IN THE PIEDMONT AND MOUNTAINS, A SMALL–STEMMED SUDANGRASS MAY BE SUBSTITUTED AT A RATE OF 50 LB/ACRE.

SEEDING DATES
MOUNTAINS*
PIEDMONT* MAY 1 – AUG. 15
COASTAL PLAIN* APR. 15 – AUG. 15

SOIL AMENDMENTS
FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10–10–10 FERTILIZER.

MULCH
APPLY 4,000 LB/ACRE STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

MAINTENANCE
REFERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

TABLE 6.10C
TEMPORARY SEEDING RECOMMENDATIONS FOR FALL
SEEDING MIXTURE

SPECIES	RATE (LB/ACRE)
RYE (GRAIN)	120LB/ACRE

SEEDING DATES
MOUNTAINS*
COASTAL PLAIN AND
PIEDMONT* AUG. 15 – DEC. 30

SOIL AMENDMENTS
FOLLOW SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1,000 LB/ACRE 10–10–10 FERTILIZER.

MULCH
APPLY 4,000 LB/ACRE STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

MAINTENANCE
REPAIR AND REFERTILIZE DAMAGED AREAS IMMEDIATELY. TOPDRESS WITH 50 LB/ACRE OF NITROGEN IN MARCH. IF IT IS NECESSARY TO EXTENT TEMPORARY COVER BEYOND JUNE 15, OVERSEED WITH 50 LB/ACRE KOBÉ (PIEDMONT AND COASTAL PLAIN) OR KOREAN (MOUNTAINS) LESPEDEZA IN LATE FEBRUARY OR EARLY MARCH.

STABILIZATION REQUIREMENTS
STABILIZATION FOR THIS PROJECT SHALL COMPLY WITH THE TIME FRAME GUIDELINES AS SPECIFIED BY THE NCG–010000 GENERAL CONSTRUCTION PERMIT EFFECTIVE AUGUST 3, 2011 ISSUED BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES DIVISION OF WATER QUALITY. TEMPORARY OR PERMANENT GROUND COVER STABILIZATION SHALL OCCUR WITHIN 7 CALENDAR DAYS FROM THE LAST LAND– DISTURBING ACTIVITY, WITH THE FOLLOWING EXCEPTIONS IN WHICH TEMPORARY OR PERMANENT GROUND COVER SHALL BE PROVIDED IN 14 CALENDAR DAYS FROM THE LAST LAND–DISTURBING ACTIVITY:
* SLOPES BETWEEN 2:1 AND 3:1, WITH A SLOPE LENGTH OF 10 FT. OR LESS
* SLOPES 3:1 OR FLATTER, WITH A SLOPE OF LENGTH OF 50 FT. OR LESS
* SLOPES 4:1 OR FLATTER
THE STABILIZATION TIMEFRAME FOR HIGH QUALITY WATER (HQW) ZONES SHALL BE 7 CALENDAR DAYS WITH NO EXCEPTIONS FOR SLOPE GRADES OR LENGTHS. HIGH QUALITY WATER ZONES (HQW) ZONES ARE DEFINED BY NORTH CAROLINA ADMINISTRATIVE CODE 15A NCA 04A.0105 (25). TEMPORARY AND PERMANENT GROUND COVER STABILIZATION SHALL BE ACHIEVED IN ACCORDANCE WITH THE PROVISIONS IN THIS CONTRACT AND AS DIRECTED.

PERMANENT SEEDING AND MULCHING (WEST):
THE KINDS OF SEED AND FERTILIZER, AND THE RATES OF APPLICATION OF SEED, FERTILIZER, AND LIMESTONE, SHALL BE AS STATED BELOW. DURING PERIODS OF OVERLAPPING DATES, THE KIND OF SEED TO BE USED SHALL BE DETERMINED. ALL RATES ARE IN POUNDS PER ACRE.

SHOULDER AND MEDIAN AREAS			
AUGUST 1 – JUNE 1		MAY 1 – SEPTEMBER 1	
20#	KENTUCKY BLUEGRASS	20#	KENTUCKY BLUEGRASS
75#	HARD FESCUE	75#	HARD FESCUE
25#	RYE GRAIN	10#	GERMAN OR BROWNTOP MILLET
500#	FERTILIZER	500#	FERTILIZER
4000#	LIMESTONE	4000#	LIMESTONE
AREAS BEYOND THE MOWING PATTERN, WASTE AND BORROW AREAS:			
AUGUST 1 – JUNE 1		MAY 1 – SEPTEMBER 1	
100#	TALL FESCUE	100#	TALL FESCUE
15#	KENTUCKY BLUEGRASS	15#	KENTUCKY BLUEGRASS
30#	HARD FESCUE	30#	HARD FESCUE
25#	RYE GRAIN	10#	GERMAN OR BROWNTOP MILLET
500#	FERTILIZER	500#	FERTILIZER
4000#	LIMESTONE	4000#	LIMESTONE

NOTE: 50# OF BAHIAGRASS MAY BE SUBSTITUTED FOR EITHER CENTIPEDE OR BERMUDAGRASS ONLY UPON ENGINEER'S REQUEST.



STV Engineers, Inc.

900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F–0991

PROJECT REFERENCE NO.	SHEET NO.
GIBSON PARK DR.	EC-1A
RW SHEET NO.	

APPROVED TALL FESCUE CULTIVARS			
06 DUST	ESCALADE	JUSTICE	SERENGETI
2ND MILLENNIUM	ESSENTIAL	KALAHARI	SHELBY
3RD MILLENNIUM	EVERGREEN 2	KITTY HAWK 2000	SHERIDAN
APACHE III	FALCON IV	LEGITIMATE	SIGNIA
AVENGER	FALCON NG	LEXINGTON	SILVER HAWK
BARLEXAS	FALCON V	LSO	SILVERSTAR
BARLEXAS II	FAITH	MAGELLAN	SHENANDOAH ELITE
BAR FA	FAT CAT	MATADOR	SIDEWINDER
BARRERA	FESTNOVA	MILLENNIUM SRP	SKYLINE
BARRINGTON	FIDELITY	MONET	SOLARA
BARROBUSTO	FINELAWN ELITE	MUSTANG 4	SOUTHERN CHOICE II
BARVADO	FINELAWN XPRESS	NINJA 2	SPEEDWAY
BILTMORE	FINESSE II	OL' GLORY	SPYDER LS
BINGO	FIREBIRD	OLYMPIC GOLD	SUNSET GOLD
BIZEM	FIRECRACKER LS	PADRE	TACCOA
BLACKWATCH	FIRENZA	PATAGONIA	TANZANIA
BLADE RUNNER II	FIVE POINT	PEDIGREE	TRIO
BONSAI	FOCUS	PICASSO	TAHOE II
BRAVEHEART	FORTE	PIEDMONT	TALLADEGA
BRAVO	GARRISON	PLANTATION	TARHEEL
BULLSEYE	GAZELLE II	PROSEEDS 530L	TERRANO
CANNAVARO	GOLD MEDALLION	PROSPECT	TITAN LTD
CATALYST	GRANDE 3	PURE GOLD	TITANIUM LS
CAYENNE	GREENBROOKS	QUEST	TRACER
CESSANE RZ	GREENKEEPER	RAPTOR II	TRAVERSE SRP
CHIPPER	GREMLIN	REBEL EXEDA	TULSA TIME
COCHISE IV	GREYSTONE	REBEL SENTRY	TURBO
CONSTITUTION	GUARDIAN 2L	REBEL IV	TURBO RZ
CORGI	GUARDIAN 4L	REGIMENT II	TUXEDO RZ
CORONA	HELM	REGENERATE	ULTIMATE
COYOTE	HONKY TONK	RENDITION	VENTURE
DARLINGTON	HOT ROD	RHAMBLER 2 SRP	UMBRELLA
DAVINCI	HUNTER	REMBRANDT	VAN GOGH
DESIRE	INFERNO	REUNION	WATCHDOG
DOMINION	INNOVATOR	RIVERSIDE	WOLFPACK II
DYNAMIC	INTEGRITY	RNP	XTREMEGREEN
DYNASTY	JAGUAR 3	ROCKET	
ENDEAVOR	JAMBOREE	SCORPION	

APPROVED KENTUCKY BLUEGRASS CULTIVARS			
ARCADIA	CABERNET	IMPACT	RITA
ARIES	CHAMPAGNE	JEFFERSON	ROYCE
ARMADA	CHAMPLAIN	JULIET	RUBICON
ARROW	CHICAGO II	JUMP START	RUGBY II
ARROWHEAD	CORSAIR	KEENELAND	SHIRAZ
AURA	COURTYARD	LANGARA	SHOWCASE
AVID	DELIGHT	LIBERATOR	SKYE
AWARD	DIVA	MADISON	SOLAR ECLIPSE
AWESOME	DYNAMO	MERCURY	SONOMA
BANDERA	EAGLETON	MIDNIGHT	SORBONNE
BARDUKE	EMBLI	MIDNIGHT II	STARBURST
BARNIQUE	EMPIRE	MOON SHADOW	SUDDEN IMPACT
BARONESS	ENVICTA	MOONLIGHT SLT	TOTAL ECLIPSE
BARRISTER	EVEREST	MYSTERE	TOUCHE
BARVETTE HGT	EVERGLADE	NU DESTINY	TSUNAMI
BEDAZZLED	EXCURSION	NUCHICAGO	UNIQUE
BEJUSSIMO	FREEDOM I	NUGLADE	VALOR
BEWITCHED	FREEDOM III	ODYSSEY	VOYAGER II
BEYOND	FRONT PAGE	PERFECTION	WASHINGTON
BLACKSBURG II	FUTURITY	PINOT	ZINFANDEL
BLACKSTONE	Gaelic	PRINCETON 105	
BLUE NOTE	GINNEY II	PROSPERITY	

APPROVED HARD FESCUE CULTIVARS

AURORA II	EUREKA II	OXFORD	SCALDIS II
AURORA GOLD	FIREFLY	RELIANT II	SPARTAN II
BERKSHIRE	GRANITE	RELIANT IV	STONEHEDGE
BIGHORN GT	HERON	RESCUE 911	
CHARIOT	NORDIC	RHINO	

ON CUT AND FILL SLOPES 2:1 OR STEEPER ADD 20# OF SERICEA LESPEDEZA FROM JANUARY 1 – DECEMBER 31.
FERTILIZER SHALL BE 10–20–20 ANALYSIS. A DIFFERENT ANALYSIS OF FERTILIZER MAY BE USED PROVIDED THE 1–2–2 RATIO IS MAINTAINED AND THE RATE OF APPLICATION ADJUSTED TO PROVIDE THE SAME AMOUNT OF PLANT FOOD AS A 10–20–20 ANALYSIS AND AS DIRECTED.

FERTILIZER TOPDRESSING:
FERTILIZER USED FOR TOPDRESSING SHALL BE 16– 8–8 GRADE AND SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE. A DIFFERENT ANALYSIS OF FERTILIZER MAY BE USED PROVIDED THE 2–1–1 RATIO IS MAINTAINED AND THE RATE OF APPLICATION ADJUSTED TO PROVIDE THE SAME AMOUNT OF PLANT FOOD AS 16–8–8 ANALYSIS AND AS DIRECTED.

SUPPLEMENTAL SEEDING:
THE KINDS OF SEED AND PROPORTIONS SHALL BE THE SAME AS SPECIFIED FOR SEEDING AND MULCHING, AND THE RATE OF APPLICATION MAY VARY FROM 25# TO 75# PER ACRE. THE ACTUAL RATE PER ACRE WILL BE DETERMINED PRIOR TO THE TIME OF TOPDRESSING AND THE CONTRACTOR WILL BE NOTIFIED IN WRITING OF THE RATE PER ACRE, TOTAL QUANTITY NEEDED, AND AREAS ON WHICH TO APPLY THE SUPPLEMENTAL SEED. MINIMUM TILLAGE EQUIPMENT, CONSISTING OF A SOD SEEDER SHALL BE USED FOR INCORPORATING SEED INTO THE SOIL AS TO PREVENT DISTURBANCE OF EXISTING VEGETATION. A CLODBUSTER (BALL AND CHAIN) MAY BE USED WHERE DEGREE OF SLOPE PREVENTS THE USE OF A SOD SEEDER.

MOWING:
THE MINIMUM MOWING HEIGHT ON THIS PROJECT SHALL BE SIX INCHES.

I:\4\2023\mental\Design\EC Sheets\Gibson-EC.psh@1A.dgn
R:\E\2023\mental\Design\EC Sheets\Gibson-EC.psh@1A.dgn
mobile1012

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

IMPLEMENTING THE DETAILS AND SPECIFICATIONS ON THIS PLAN SHEET WILL RESULT IN THE CONSTRUCTION ACTIVITY BEING CONSIDERED COMPLIANT WITH THE GROUND STABILIZATION AND MATERIALS HANDLING SECTIONS OF THE NCG01 CONSTRUCTION GENERAL PERMIT (SECTIONS E AND F, RESPECTIVELY). THE PERMITTEE SHALL COMPLY WITH THE EROSION AND SEDIMENT CONTROL PLAN APPROVED BY THE DELEGATED AUTHORITY HAVING JURISDICTION. ALL DETAILS AND SPECIFICATIONS SHOWN ON THIS SHEET MAY NOT APPLY DEPENDING ON SITE CONDITIONS AND THE DELEGATED AUTHORITY HAVING JURISDICTION.

SECTION E: GROUND STABILIZATION

REQUIRED GROUND STABILIZATION TIMEFRAMES		
SITE AREA DESCRIPTION	STABILIZE WITHIN THIS MANY CALENDAR DAYS AFTER CEASING LAND DISTURBANCE	TIMEFRAME VARIATIONS
(A) PERIMETER DIKES, SWALES, DITCHES, AND PERIMETER SLOPES	7	NONE
(B) HIGH QUALITY WATER (HQW) ZONES	7	NONE
(C) SLOPES STEEPER THAN 3:1	7	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED
(D) SLOPES 3:1 TO 4:1	14	-7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH AND WITH SLOPES STEEPER THAN 4:1 -7 DAYS FOR PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES AND HOW ZONES -10 DAYS FOR FALLS LAKE WATERSHED
(E) AREAS WITH SLOPES FLATTER THAN 4:1	14	-7 DAYS FOR PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES AND HOW ZONES -10 DAYS FOR FALLS LAKE WATERSHED UNLESS THERE IS ZERO SLOPE

NOTE: AFTER THE PERMANENT CESSATION OF CONSTRUCTION ACTIVITIES, ANY AREAS WITH TEMPORARY GROUND STABILIZATION SHALL BE CONVERTED TO PERMANENT GROUND STABILIZATION AS SOON AS PRACTICABLE BUT IN NO CASE LONGER THAN 90 CALENDAR DAYS AFTER THE LAST LAND DISTURBING ACTIVITY. TEMPORARY GROUND STABILIZATION SHALL BE MAINTAINED IN A MANNER TO RENDER THE SURFACE STABLE AGAINST ACCELERATED EROSION UNTIL PERMANENT GROUND STABILIZATION IS ACHIEVED.

GROUND STABILIZATION SPECIFICATION

STABILIZE THE GROUND SUFFICIENTLY SO THAT RAIN WILL NOT DISLodge THE SOIL. USE ONE OF THE TECHNIQUES IN THE TABLE BELOW:

TEMPORARY STABILIZATION	PERMANENT STABILIZATION
-TEMPORARY GRASS SEED COVERED WITH STRAW OR OTHER MULCHES AND TACKIFIERS -HYDROSEEDING -ROLLED EROSION CONTROL PRODUCTS WITH OR WITHOUT TEMPORATY GRASS SEED -APPROPRIATELY APPLIED STRAW OR OTHER MULCH -PLASTIC SHEETING	-PERMANENT GRASS SEED COVERED WITH STRAW OR OTHER MULCHES AND TACKIFIERS -GEOTEXTILE FABRICS SUCH AS PERMANENT SOIL REINFORCEMENT MATTING -HYDROSEEDING -SHRUB OR OTHER PERMANENT PLANTINGS COVERED WITH MULCH -UNIFORM AND EVENLY DISTRIBUTED GROUND COVER SUFFICIENT TO RESTRAIN EROSION -STRUCTURAL METHODS SUCH AS CONCRETE, ASPHALT OR RETAINING WALLS -ROLLED EROSION CONTROL PRODUCTS WITH GRASS SEED

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

1. SELECT FLOCCULANTS THAT ARE APPROPRIATE FOR THE SOILS BEING EXPOSED DURING CONSTRUCTION, SELECTING FROM THE NC DWR LIST OF APPROVED PAMS/FLOCCULANTS.
2. APPLY FLOCCULANTS AT OR BEFORE THE INLETS TO EROSION AND SEDIMENT CONTROL MEASURES.
3. APPLY FLOCCULANTS AT THE CONCENTRATIONS SPECIFIED IN THE NC DWR LIST OF APPROVED PAMS/FLOCCULANTS AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
4. PROVIDE PONDING AREA FOR CONTAINMENT OF TREATED STORMWATER BEFORE DISCHARGING OFFSITE.
5. STORE FLOCCULANTS IN LEAK-PROOF CONTAINERS THAT ARE KEPT UNDER STORM-RESISTANT COVER OR SURROUNDED BY SECONDARY CONTAINMENT STRUCTURES.

EQUIPMENT AND VEHICLE MAINTENANCE

1. MAINTAIN VEHICLES AND EQUIPMENT TO PREVENT DISCHARGE OF FLUIDS.
2. PROVIDE DRIP PANS UNDER ANY STORED EQUIPMENT.
3. IDENTIFY LEAKS AND REPAIR AS SOON AS FEASIBLE, OR REMOVE LEAKING EQUIPMENT FROM THE PROJECT.
4. COLLECT ALL SPENT FLUIDS, STORE IN SEPARATE CONTAINERS AND PROPERLY DISPOSE AS HAZARDOUS WASTE (RECYCLE WHEN POSSIBLE).
5. REMOVE LEAKING VEHICLES AND CONSTRUCTION EQUIPMENT FROM SERVICE UNTIL THE PROBLEM HAS BEEN CORRECTED.
6. BRING USED FUELS, LUBRICANTS, COOLANTS, HYDRAULIC FLUIDS AND OTHER PETROLEUM PRODUCTS TO A RECYCLING OR DISPOSAL CENTER THAT HANDLES THESE MATERIALS..

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

1. NEVER BURY OR BURN WASTE. PLACE LITTER AND DEBRIS IN APPROVED WASTE CONTAINERS.
2. PROVIDE A SUFFICIENT NUMBER AND SIZE OF WASTE CONTAINERS (E.G DUMPSTER, TRASH RECEPTACLE) ON SITE TO CONTAIN CONSTRUCTION AND DOMESTIC WASTES.
3. LOCATE WASTE CONTAINERS AT LEAST 50 FEET AWAY FROM STORM DRAIN INLETS AND SURFACE WATERS UNLESS NO OTHER ALTERNATIVES ARE REASONABLY AVAILABLE.
4. LOCATE WASTE CONTAINERS ON AREAS THAT DO NOT RECEIVE SUBSTANTIAL AMOUNTS OF RUNOFF FROM UPLAND AREAS AND DOES NOT DRAIN DIRECTLY TO A STORM DRAIN, STREAM OR WETLAND.
5. COVER WASTE CONTAINERS AT THE END OF EACH WORKDAY AND BEFORE STORM EVENTS OR PROVIDE SECONDARY CONTAINMENT. REPAIR OR REPLACE DAMAGED WASTE CONTAINERS.
6. ANCHOR ALL LIGHTWEIGHT ITEMS IN WASTE CONTAINERS DURING TIMES OF HIGH WINDS.
7. EMPTY WASTE CONTAINERS AS NEEDED TO PREVENT OVERFLOW. CLEAN UP IMMEDIATELY IF CONTAINERS OVERFLOW.
8. DISPOSE WASTE OFF-SITE AT AN APPROVED DISPOSAL FACILITY.
9. ON BUSINESS DAYS, CLEAN UP AND DISPOSE OF WASTE IN DESIGNATED WASTE CONTAINERS.

PAINT AND OTHER LIQUID WASTE

1. DO NOT DUMP PAINT AND OTHER LIQUID WASTE INTO STORM DRAINS, STREAMS OR WETLANDS.
2. LOCATE PAINT WASHOUTS AT LEAST 50 FEET AWAY FROM STORM DRAIN INLETS AND SURFACE WATERS UNLESS NO OTHER ALTERNATIVES ARE REASONABLY AVAILABLE.
3. CONTAIN LIQUID WASTES IN A CONTROLLED AREA.
4. CONTAINMENT MUST BE LABELED, SIZED AND PLACED APPROPRIATELY FOR THE NEEDS OF SITE.
5. PREVENT THE DISCHARGE OF SOAPS, SOLVENTS, DETERGENTS AND OTHER LIQUID WASTES FROM CONSTRUCTION SITES.

PORTABLE TOILETS

1. INSTALL PORTABLE TOILETS ON LEVEL GROUND, AT LEAST 50 FEET AWAY FROM STORM DRAINS, STREAMS OR WETLANDS UNLESS THERE IS NO ALTERNATIVE REASONABLY AVAILABLE. IF 50 FOOT OFFSET IS NOT ATTAINABLE, PROVIDE RELOCATION OF PORTABLE TOILET BEHIND SILT FENCE OR PLACE ON A GRAVEL PAD AND SURROUND WITH SAND BAGS.
2. PROVIDE STAKING OR ANCHORING OF PORTABLE TOILETS DURING PERIODS OF HIGH WINDS OR IN HIGH FOOT TRAFFIC AREAS.
3. MONITOR PORTABLE TOILETS FOR LEAKING AND PROPERLY DISPOSE OF ANY LEAKED MATERIAL.UTILIZE A LICENSED SANITARY WASTE HAULER TO REMOVE LEAKING PORTABLE TOILETS AND REPLACE WITH PROPERLY OPERATING UNIT.

EARTHEN STOCKPILE MANAGEMENT

1. SHOW STOCKPILE LOCATIONS ON PLANS. LOCATE EARTHEN-MATERIAL STOCKPILE AREAS AT LEAST 50 FEET AWAY FROM STORM DRAIN INLETS, SEDIMENT BASINS, PERIMETER SEDIMENT CONTROLS AND SURFACE WATERS UNLESS IT CAN BE SHOWN NO OTHER ALTERNATIVES ARE REASONABLY AVAILABLE.
2. PROTECT STOCKPILE WITH SILT FENCE INSTALLED ALONG TOE OF SLOPE WITH A MINIMUM OFFSET OF FIVE FEET FROM THE TOE OF STOCKPILE.
3. PROVIDE STABLE STONE ACCESS POINT WHEN FEASIBLE.
4. STABILIZE STOCKPILE WITHIN THE TIMEFRAMES PROVIDED ON THIS SHEET AND IN ACCORDANCE WITH THE APPROVED PLAN AND ANY ADDITIONAL REQUIREMENTS. SOIL STABILIZATION IS DEFINED AS VEGETATIVE, PHYSICAL OR CHEMICAL COVERAGE TECHNIQUES THAT WILL RESTRAIN ACCELERATED EROSION ON DISTURBED SOILS FOR TEMPORARY OR PERMANENT CONTROL NEEDS.

HERBICIDES, PESTICIDES AND RODENTICIDES

1. STORE AND APPLY HERBICIDES, PESTICIDES AND RODENTICIDES IN ACCORDANCE WITH LABEL RESTRICTIONS.
2. STORE HERBICIDES, PESTICIDES AND RODENTICIDES IN THEIR ORIGINAL CONTAINERS WITH THE LABEL, WHICH LISTS DIRECTIONS FOR USE, INGREDIENTS AND FIRST AID STEPS IN CASE OF ACCIDENTAL POISONING.
3. DO NOT STORE HERBICIDES, PESTICIDES AND RODENTICIDES IN AREAS WHERE FLOODING IS POSSIBLE OR WHERE THEY MAY SPILL OR LEAK INTO WELLS, STORMWATER DRAINS, GROUND WATER OR SURFACE WATER. IF A SPILL OCCURS, CLEAN AREA IMMEDIATELY.
4. DO NOT STOCKPILE THESE MATERIALS ONSITE.

HAZARDOUS AND TOXIC WASTE

1. CREATE DESIGNATED HAZARDOUS WASTE COLLECTION AREAS ON-SITE.
2. PLACE HAZARDOUS WASTE CONTAINERS UNDER COVER OR IN SECONDARY CONTAINMENT.
3. DO NOT STORE HAZARDOUS CHEMICALS, DRUMS OR BAGGED MATERIALS DIRECTLY ON THE GROUND.

CONCRETE WASHOUTS

1. DO NOT DISCHARGE CONCRETE OR CEMENT SLURRY FROM THE SITE.
2. DISPOSE OF, OR RECYCLE SETTLED, HARDENED CONCRETE RESIDUE IN ACCORDANCE WITH LOCAL AND STATE SOLID WASTE REGULATIONS AND AT AN APPROVED FACILITY.
3. MANAGE WASHOUT FROM MORTAR MIXERS IN ACCORDANCE WITH THE ABOVE ITEM AND IN ADDITION PLACE THE MIXER AND ASSOCIATED MATERIALS ON IMPERVIOUS BARRIER AND WITHIN LOT PERIMETER SILT FENCE.
4. INSTALL TEMPORARY CONCRETE WASHOUTS PER LOCAL REQUIREMENTS, WHERE APPLICABLE. IF AN ALTERNATE METHOD OR PRODUCT IS TO BE USED, CONTACT YOUR APPROVAL AUTHORITY FOR REVIEW AND APPROVAL. IF LOCAL STANDARD DETAILS ARE NOT AVAILABLE, USE ONE OF THE TWO TYPES OF TEMPORARY CONCRETE WASHOUTS PROVIDED ON THIS DETAIL.
5. DO NOT USE CONCRETE WASHOUTS FOR DEWATERING OR STORING DEFECTIVE CURB OR SIDEWALK SECTIONS. STORMWATER ACCUMULATED WITHIN THE WASHOUT MAY NOT BE PUMPED INTO OR DISCHARGED TO THE STORM DRAIN SYSTEM OR RECEIVING SURFACE WATERS. LIQUID WASTE MUST BE PUMPED OUT AND REMOVED FROM PROJECT.
6. LOCATE WASHOUTS AT LEAST 50 FEET FROM STORM DRAIN INLETS AND SURFACE WATERS UNLESS IT CAN BE SHOWN THAT NO OTHER ALTERNATIVES ARE REASONABLY AVAILABLE. AT A MINIMUM, INSTALL PROTECTION OF STORM DRAIN INLET(S) CLOSEST TO THE WASHOUT WHICH COULD RECEIVE SPILLS OR OVERFLOW.
7. LOCATE WASHOUTS IN AN EASILY ACCESSIBLE AREA, ON LEVEL GROUND AND INSTALL A STONE ENTRANCE PAD IN FRONT OF THE WASHOUT. ADDITIONAL CONTROLS MAY BE REQUIRED BY THE APPROVING AUTHORITY.
8. INSTALL AT LEAST ONE SIGN DIRECTING CONCRETE TRUCKS TO THE WASHOUT WITHIN THE PROJECT LIMITS. POST SIGNAGE ON THE WASHOUT ITSELF TO IDENTIFY THIS LOCATION.
9. REMOVE LEAVINGS FROM THE WASHOUT WHEN AT APPROXIMATELY 75% CAPACITY TO LIMIT OVERFLOW EVENTS. REPLACE THE TARP, SAND BAGS OR OTHER TEMPORARY STRUCTURAL COMPONENTS WHEN NO LONGER FUNCTIONAL. WHEN UTILIZING ALTERNATIVE OR PROPRIETARY PRODUCTS, FOLLOW MANUFACTURER'S INSTRUCTIONS.
10. AT THE COMPLETION OF THE CONCRETE WORK, REMOVE REMAINING LEAVINGS AND DISPOSE OF IN AN APPROVED DISPOSAL FACILITY. FILL PIT, IF APPLICABLE, AND STABILIZE ANY DISTURBANCE CAUSED BY REMOVAL OF WASHOUT.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION A: SELF-INSPECTION

SELF-INSPECTIONS ARE REQUIRED DURING NORMAL BUSINESS HOURS IN ACCORDANCE WITH THE TABLE BELOW. WHEN ADVERSE WEATHER OR SITE CONDITIONS WOULD CAUSE THE SAFETY OF THE INSPECTION PERSONNEL TO BE IN JEOPARDY, THE INSPECTION MAY BE DELAYED UNTIL THE NEXT BUSINESS DAY ON WHICH IT IS SAFE TO PERFORM THE INSPECTION. IN ADDITION, WHEN A STORM EVENT OF EQUAL TO OR GREATER THAN 1.0 INCH OCCURS OUTSIDE OF NORMAL BUSINESS HOURS, THE SELF-INSPECTION SHALL BE PERFORMED UPON THE COMMENCEMENT OF THE NEXT BUSINESS DAY. ANY TIME WHEN INSPECTIONS WERE DELAYED SHALL BE NOTED IN THE INSPECTION RECORD.

INSPECT	FREQUENCY (DURING NORMAL BUSINESS HOURS)	INSPECTION RECORDS MUST INCLUDE:
(1) RAIN GAUGE MAINTAINED IN GOOD WORKING ORDER	DAILY	DAILY RAINFALL AMOUNTS. IF NO DAILY RAIN GAUGE OBSERVATIONS ARE MADE DURING WEEKEND OR HOLIDAY PERIODS, NO INDIVIDUAL-DAY RAINFALL INFORMATION IS AVAILABLE. RECORD THE CUMULATIVE RAIN MEASUREMENT FOR THOSE UNATTENDED DAYS (AND THIS WILL DETERMINE IF A SITE INSPECTION IS NEEDED). DAYS ON WHICH NO RAINFALL OCCURRED SHALL BE RECORDED AS "ZERO." THE PERMITTEE MAY USE ANOTHER RAIN-MONITORING DEVICE APPROVED BY THE DIVISION.
(2) E&SC MEASURES	AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT ≥ 1.0 INCH IN 24 HOURS	1. IDENTIFICATION OF THE MEASURES INSPECTED, 2. DATE AND TIME OF THE INSPECTION, 3. NAME OF THE PERSON PERFORMING THE INSPECTION, 4. INDICATION OF WHETHER THE MEASURES WERE OPERATING PROPERLY, 5. DESCRIPTION OF MAINTENANCE NEEDS FOR THE MEASURE, 6. DESCRIPTION, EVIDENCE, AND DATE OF CORRECTIVE ACTIONS TAKEN.
(3) STORMWATER DISCHARGE OUTFALLS (SDCs)	AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT ≥ 1.0 INCH IN 24 HOURS	1. IDENTIFICATION OF THE MEASURES INSPECTED, 2. DATE AND TIME OF THE INSPECTION, 3. NAME OF THE PERSON PERFORMING THE INSPECTION, 4. EVIDENCE OF INDICATORS OF STORMWATER POLLUTION SUCH AS OIL SHEEN, FLOATING OR SUSPENDED SOLIDS OR DISCOLORATION 5. INDICATION OF VISIBLE SEDIMENT LEAVING THE SITE, 6. DESCRIPTION, EVIDENCE, AND DATE OF CORRECTIVE ACTIONS TAKEN.
(4) PERIMETER OF SITE	AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT ≥ 1.0 INCH IN 24 HOURS	IF VISIBLE SEDIMENTATION IS FOUND OUTSIDE SITE LIMITS, THEN A RECORD OF THE FOLLOWING SHALL BE MADE: 1. ACTIONS TAKEN TO CLEAN UP OR STABILIZE THE SEDIMENT THAT HAS LEFT THE SITE LIMITS, 2. DESCRIPTION, EVIDENCE, AND DATE OF CORRECTIVE ACTIONS TAKEN, AND 3. AN EXPLANATION AS TO THE ACTIONS TAKEN TO CONTROL FUTURE RELEASES
(5) STREAMS OR WETLANDS (ON-SITE OR OFF-SITE, WHERE ACCESSIBLE)	AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT ≥ 1.0 INCH IN 24 HOURS	IF THE STREAM OR WETLAND HAS INCREASED VISIBLE SEDIMENTATION OR A STREAM HAS VISIBLE INCREASED TURBIDITY FROM THE CONSTRUCTION ACTIVITY, THEN A RECORD OF THE FOLLOWING SHALL BE MADE: 1. DESCRIPTION, EVIDENCE AND DATE OF CORRECTIVE ACTIONS TAKEN, AND 2. RECORDS OF THE REQUIRED REPORTS TO THE APPROPRIATE DIVISION REGIONAL OFFICE PER PART III, SECTION C, ITEM (2)(g) OF THIS PERMIT.
(6) GROUND STABILIZATION MEASURES	AFTER EACH PHASE OF GRADING	1. THE PHASE OF GRADING (INSTALLATION OF PERIMETER E&SC MEASURES, CLEARING AND GRUBBING, INSTALLATION OF STORM DRAINAGE FACILITIES, COMPLETION OF ALL LAND-DISTURBING ACTIVITY, CONSTRUCTION OF REDEVELOPMENT, PERMANENT GROUND COVER). 2. DOCUMENTATION THAT THE REQUIRED GROUND STABILIZATION MEASURES HAVE BEEN PROVIDED WITHIN THE REQUIRED TIME FRAME OR AN ASSURANCE THAT THEY WILL BE PROVIDED AS SOON AS POSSIBLE.

NOTE: THE RAIN INSPECTION RESETS THE REQUIRED 7 CALENDAR DAY INSPECTION REQUIREMENT.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION B: RECORDKEEPING

1. E&SC PLAN DOCUMENTATION

THE APPROVED E&SC PLAN AS WELL AS ANY APPROVED DEVIATION SHALL BE KEPT ON THE SITE. THE APPROVED E&SC PLAN MUST BE KEPT UP-TO-DATE THROUGHOUT THE COVERAGE UNDER THIS PERMIT. THE FOLLOWING ITEMS PERTAINING TO THE E&SC PLAN SHALL BE KEPT ON SITE AND AVAILABLE FOR INSPECTION AT ALL TIME DURING NORMAL BUSINESS HOURS.

ITEM TO DOCUMENT	DOCUMENTATION REQUIREMENTS
(a) EACH E&SC MEASURE HAS BEEN INSTALLED, AND DOES NOT SIGNIFICANTLY DEVIATE FROM THE LOCATIONS, DIMENSIONS, AND RELATIVE ELEVATIONS SHOWN ON THE APPROVED E&SC PLAN.	DAILY RAINFALL AMOUNTS. IF NO DAILY RAIN GAUGE OBSERVATIONS ARE MADE DURING WEEKEND OR HOLIDAY PERIODS, AND NO INDIVIDUAL-DAY RAINFALL INFORMATION IS AVAILABLE, RECORD THE CUMULATIVE RAIN MEASUREMENT FOR THOSE UNATTENDED DAYS (AND THIS WILL DETERMINE IF A SITE INSPECTION IS NEEDED). DAYS ON WHICH NO RAINFALL OCCURRED SHALL BE RECORDED AS "ZERO." THE PERMITTEE MAY USE ANOTHER RAIN-MONITORING DEVICE APPROVED BY THE DIVISION.
(b) A PHASE OF GRADING HAS BEEN COMPLETED.	INITIAL AND DATE A COPY OF THE APPROVED E&SC PLAN OR COMPLETE, DATE AND SIGN AN INSPECTION REPORT TO INDICATE COMPLETION OF THE CONSTRUCTION PHASE.
(c) GROUND COVER IS LOCATED AND INSTALLED IN ACCORDANCE WITH THE APPROVED E&SC PLAN.	INITIAL AND DATE A COPY OF THE APPROVED E&SC PLAN OR COMPLETE, DATE AND SIGN AN INSPECTION REPORT TO INDICATE COMPLIANCE WITH APPROVED GROUND COVER SPECIFICATIONS.
(d) THE MAINTENANCE AND REPAIR REQUIREMENTS FOR ALL E&SC MEASURES HAVE BEEN PERFORMED.	COMPLETE, DATE AND SIGN AN INSPECTION REPORT.
(e) CORRECTIVE ACTIONS HAVE BEEN TAKEN TO E&SC MEASURES.	INITIAL DATE AND COPY OF THE APPROVED E&SC PLAN OR COMPLETE, DATA AND SIGN AN INSPECTION REPORT TO INDICATE THE COMPLETION OF THE CORRECTIVE ACTION.

2. ADDITIONAL DOCUMENTATION TO BE KEPT ON SITE

IN ADDITION TO THE E&SC PLAN DOCUMENTS ABOVE, THE FOLLOWING ITEMS SHALL BE KEPT ON THE SITE AND AVAILABLE FOR INSPECTORS AT ALL TIMES DURING NORMAL BUSINESS HOURS, UNLESS THE DIVISION PROVIDES A SITE-SPECIFIC EXEMPTION BASED ON UNIQUE SITE CONDITIONS THAT MAKE THIS REQUIREMENT NOT PRACTICAL:

(a) THIS GENERAL PERMIT AS WELL AS THE CERTIFICATE OF COVERAGE, AFTER IT IS RECEIVED.

(b) RECORD OF INSPECTIONS MADE DURING THE PREVIOUS TWELVE MONTHS. THE PERMITTEE SHALL RECORD THE REQUIRED OBSERVATIONS FORM THAT INCLUDES ALL THE REQUIRED ELEMENTS. USE OF ELECTRONICALLY-AVAILABLE RECORDS IN LIEU OF THE REQUIRED PAPER COPIES WILL BE ALLOWED IF SHOWN TO PROVIDE EQUAL ACCESS AND UTILITY AS THE HARD-COPY RECORDS.

3. DOCUMENTATION TO BE RETAINED FOR THREE YEARS

ALL DATA USED TO COMPLETE THE e-NOI AND ALL INSPECTION RECORDS SHALL BE MAINTAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION AND MADE AVAILABLE UPON REQUEST. [40 CFR 122.41]

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION C: REPORTING

1. OCCURRENCES THAT MUST BE REPORTED

PERMITTEES SHALL REPORT THE FOLLOWING OCCURRENCES:

(a) VISIBLE SEDIMENT DEPOSITION IN A STREAM OR WETLAND.

(b) OIL SPILLS IF:
- THEY ARE 25 GALLONS OR MORE,
- THEY ARE LESS THAN 35 GALLONS BUT CANNOT BE CLEANED UP WITHIN 24 HOURS,
- THEY CAUSE SHEEN ON SURFACE WATERS (REGARDLESS OF VOLUME), OR
- THEY ARE WITHIN 100 FEET OF SURFACE WATERS (REGARDLESS OF VOLUME).

(c) RELEASES OF HAZARDOUS SUBSTANCES IN EXCESS OF REPORTABLE QUANTITIES UNDER SECTION 311 OF THE CLEAN WATER ACT (REF: 40 CFR 110.3 AND 40 CFR 117.3) OR SECTION 102 OF CERCLA (REF: 40 CFR 302.4 OR G.S. 143-215.85).

(d) ANTICIPATED BYPASSES AND UNANTICIPATED BYPASSES.

(e) NONCOMPLIANCE WITH THE CONDITION OF THIS PERMIT THAT MAY ENDANGER HEALTH OF THE ENVIRONMENT.

2. REPORTING TIMEFRAMES AND OTHER REQUIREMENTS

AFTER A PERMITTEE BECOMES AWARE OF AN OCCURRENCE THAT MUST BE REPORTED, HE SHALL CONTACT THE APPROPRIATE DIVISION REGIONAL OFFICE WITHIN THE TIMEFRAMES AND IN ACCORDANCE WITH THE OTHER REQUIREMENTS LISTED BELOW. OCCURRENCES OUTSIDE NORMAL BUSINESS HOURS MAY ALSO BE REPORTED TO THE DEPARTMENT'S ENVIRONMENTAL EMERGENCY CENTER PERSONNEL AT (800) 858-0368.

OCCURRENCE	REPORTING TIMEFRAMES (AFTER DISCOVERY) AND OTHER REQUIREMENTS
(a) VISIBLE SEDIMENT DEPOSITION IN A STREAM OR WETLAND	- WITHIN 24 HOURS, AN ORAL OR ELECTRONIC NOTIFICATION. - WITHIN 7 CALENDAR DAYS, A REPORT THAT CONTAINS A DESCRIPTION OF THE SEDIMENT AND ACTION TAKEN TO ADDRESS THE CAUSE OF THE DEPOSITION. DIVISION STAFF MAY WAIVE THE REQUIREMENT FOR A WRITTEN REPORT ON A CASE-BY-CASE BASIS. - IF THE STREAM IS NAMED ON THE NC 303(D) LIST AS IMPAIRED FOR SEDIMENT-RELATED CAUSES, THE PERMITTEE MAY BE REQUIRED TO PERFORM ADDITIONAL MONITORING, INSPECTIONS OR APPLY MORE STRINGENT PRACTICES IF STAFF DETERMINE THAT ADDITIONAL REQUIREMENTS ARE NEEDED TO ASSURE COMPLIANCE WITH THE FEDERAL OR STATE IMPAIRED-WATERS CONDITIONS.
(b) OIL SPILLS AND RELEASE OF HAZARDOUS SUBSTANCES PER ITEM 1(b)-(c) ABOVE	WITHIN 24 HOURS, AN ORAL OR ELECTRONIC NOTIFICATION. THE NOTIFICATION SHALL INCLUDE INFORMATION ABOUT THE DATE, TIME, NATURE, VOLUME AND LOCATION OF THE SPILL OR RELEASE.
(c) ANTICIPATED BYPASSES [40 CFR 122.41(m)(3)]	-A REPORT AT LEAST TEN DAYS BEFORE THE DATE OF THE BYPASS, IF POSSIBLE THE REPORT SHALL INCLUDE AN EVALUATION OF THE ANTICIPATED QUALITY AND EFFECT OF THE BYPASS.
(d) UNANTICIPATED BYPASSES [40 CFR 122.41(m)(3)]	-WITHIN 24 HOURS, AN ORAL OR ELECTRONIC NOTIFICATION -WITHIN 7 CALENDAR DAYS, A REPORT THAT INCLUDES AN EVALUATION OF THE QUALITY AND EFFECT OF THE BYPASS
(e) NONCOMPLIANCE WITH THE CONDITIONS OF THIS PERMIT THAT MAY ENDANGER HEALTH OR THE ENVIRONMENT [40 CFR 122.41(i)(7)]	-WITHIN 24 HOURS, AN ORAL OR ELECTRONIC NOTIFICATION -WITHIN 7 CALENDAR DAYS, A REPORT THAT CONTAINS A DESCRIPTION OF THE NONCOMPLIANCE, AND ITS CAUSES. THE PERIOD OF NONCOMPLIANCE HAS NOT BEEN CORRECTED, THE ANTICIPATED TIME NONCOMPLIANCE IS EXPECTED TO CONTINUE, AND STEPS TAKEN OR PLANNED TO REDUCE, ELIMINATE, AND PREVENT REOCCURRENCE OF THE NONCOMPLIANCE. [40 CFR 122.41(i)(6)]. - DIVERSION STAFF MAY WAIVE THE REQUIREMENT FOR A WRITTEN REPORT ON A CASE-BY-CASE BASIS.

PART II, SECTION G, ITEM (4)

DRAW DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT

SEDIMENT BASINS AND TRAPS THAT RECEIVE RUNOFF FROM DRAINAGE AREAS OF ONE ACRE OR MORE SHALL USE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN THESE DEVICES NEED TO BE DRAWN DOWN FOR MAINTENANCE OR CLOSE OUT UNLESS THIS IS INFEASIBLE. THE CIRCUMSTANCES IN WHICH IT IS NOT FEASIBLE TO WITHDRAW WATER FROM THE SURFACE SHALL BE RARE (FOR EXAMPLE, TIMES WITH EXTENDED COLD WEATHER). NON-SURFACE WITHDRAWALS FROM SEDIMENT BASINS SHALL BE ALLOWED ONLY WHEN ALL OF THE FOLLOWING CRITERIA HAVE BEEN MET:

(A) THE E&SC PLAN AUTHORITY HAS BEEN PROVIDED WITH DOCUMENTATION OF THE NON-SURFACE WITHDRAWAL AND THE SPECIFIC TIME PERIODS OR CONDITIONS IN WHICH IT WILL OCCUR. THE NON-SURFACE WITHDRAWAL SHALL NOT COMMENCE UNTIL THE E&SC PLAN AUTHORITY HAS APPROVED THESE ITEMS,

(B) THE NON-SURFACE WITHDRAWAL HAS BEEN REPORTED AS AN ANTICIPATED BYPASS IN ACCORDANCE WITH PART III, SECTION C, ITEM (2)(C) AND (D) OF THIS PERMIT,

(C) DEWATERING DISCHARGES ARE TREATED WITH CONTROLS TO MINIMIZE DISCHARGES OF POLLUTANTS FROM STORMWATER THAT IS REMOVED FROM THE SEDIMENT BASIN. EXAMPLES OF APPROPRIATE CONTROLS INCLUDE PROPERLY SITED, DESIGNED AND MAINTAINED DEWATERING TANKS, WEIR TANKS, AND FILTRATION SYSTEMS,

(D) VEGETATED, UPLAND AREAS OF THE SITES OR A PROPERLY DESIGNED STONE PAD IS USED TO THE EXTENT FEASIBLE AT THE OUTLET OF THE DEWATERING TREATMENT DEVICES DESCRIBED IN ITEM (C) ABOVE,

(E) VELOCITY DISSIPATION DEVICES SUCH AS CHECK DAMS, SEDIMENT TRAPS, AND RIPRAP ARE PROVIDED AT THE DISCHARGE POINTS OF ALL DEWATERING DEVICES, AND

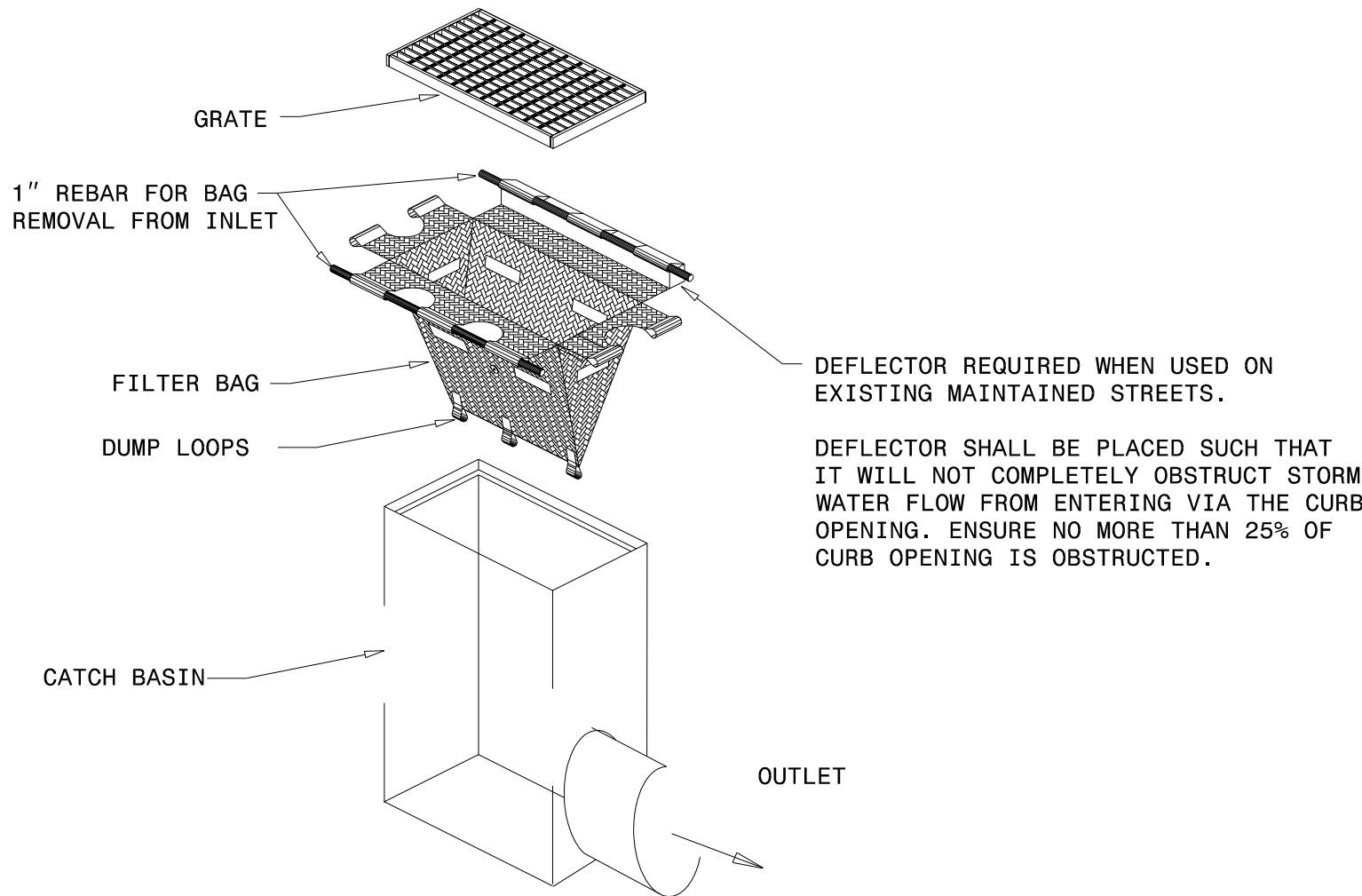
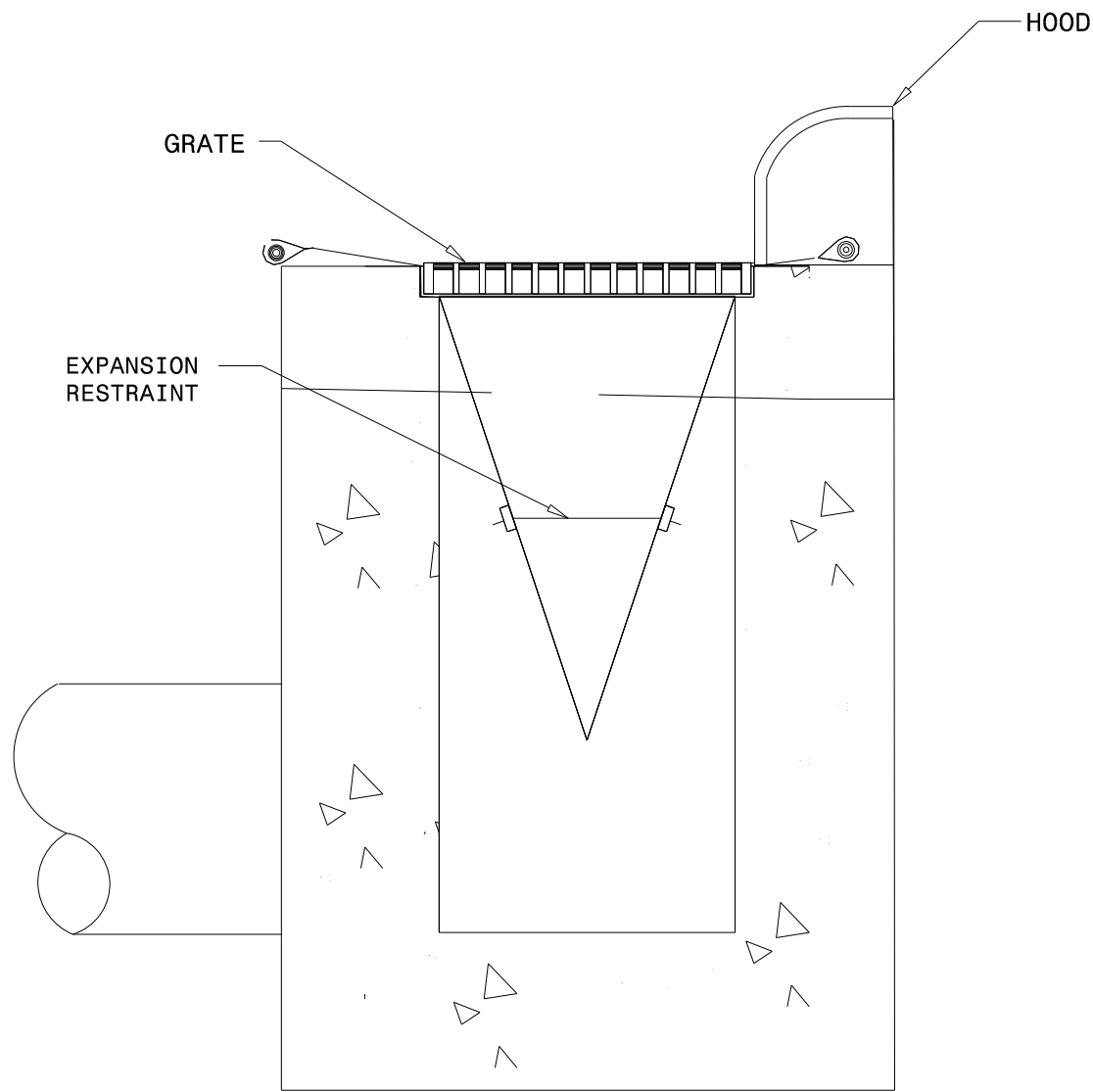
(F) SEDIMENT REMOVED FROM THE DEWATERING TREATMENT DEVICES DESCRIBED IN ITEM (C) ABOVE IS DISPOSED OF IN A MANNER THAT DOES NOT CAUSE DEPOSITION OF SEDIMENT INTO WATERS OF THE UNITED STATES.

NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

EFFECTIVE: 04/01/19

8/17/99

- NOTES:
1. INLET MAINTENANCE SHALL BE DOCUMENTED IN PROJECT LOG BOOK.
 2. FILTER TYPES SHALL BE APPROVED BY THE CITY INSPECTOR PRIOR TO INSTALLATION.
 3. FILTER BAGS MAY BE REMOVED WHEN SITE IS STABILIZED AT THE DIRECTION OF THE ENGINEER.
 4. FILTER BAGS SHALL BE REMOVED PRIOR TO STREET ACCEPTANCE AND/OR CLOSE OUT OF GRADING PERMIT.
 5. FILTER BAGS SHALL BE CLEANED OR REPLACED ON A REGULAR BASIS (NOT BE MORE THAN HALF FULL AT ANY TIME).
 6. FILTER BAGS MAY BE INSTALLED IN EXISTING CITY OR NCDOT ROADS AS LONG AS STORM DRAINAGE IS NOT IMPEDED.

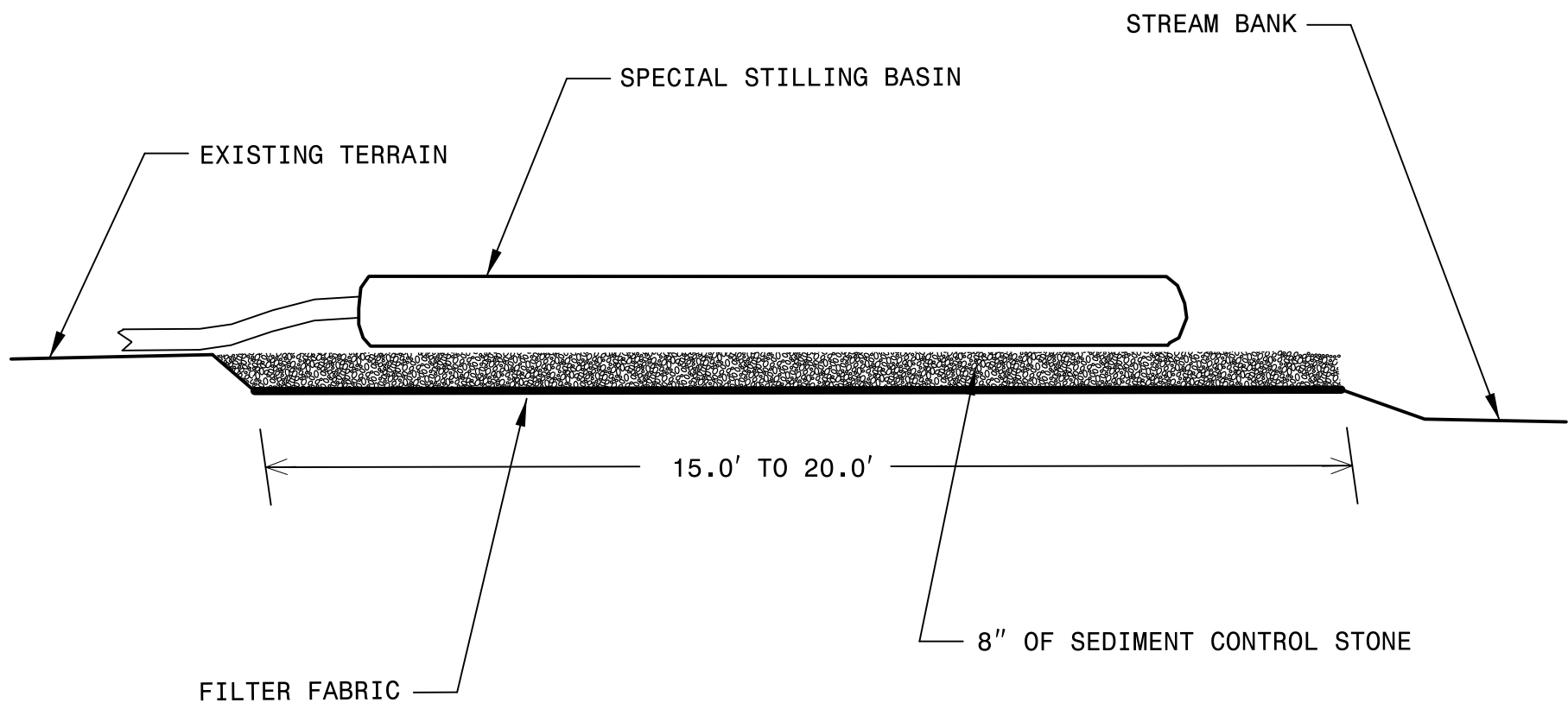


SECTION
CATCH BASIN INLET PROTECTION CLDS 30.15

INSTALLATION

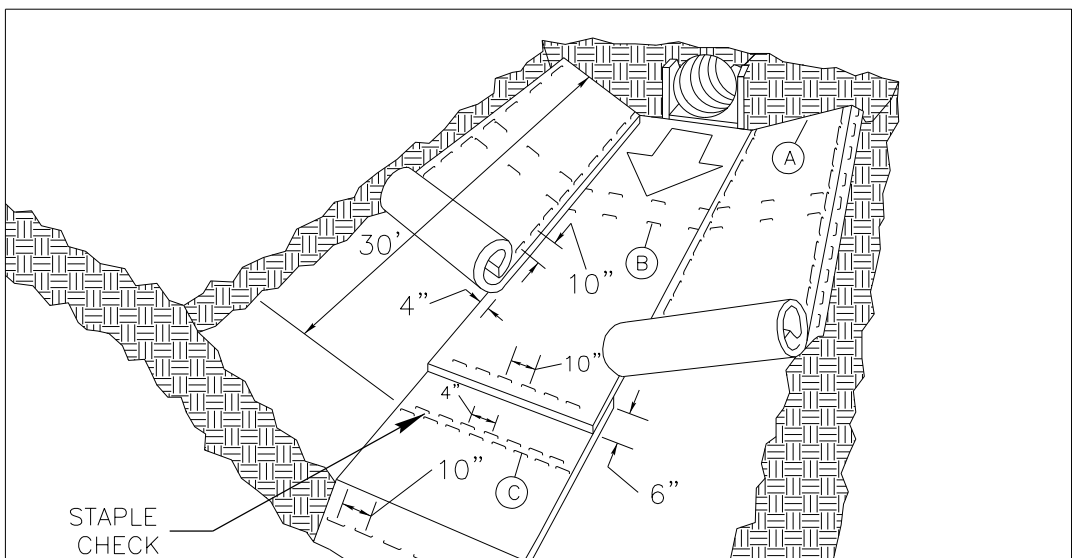
STV STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

PROJECT REFERENCE NO.	SHEET NO.
GIBSON PARK DR.	EC-2B
R/W SHEET NO.	



NOTE:
USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.
PROVIDE STABILIZED OUTLET TO STREAM BANK.
WOOD PALLETS MAY BE USED IN LIEU OF STONE AND GEOTEXTILE AS DIRECTED. A SUFFICIENT NUMBER OF PALLETS MUST BE PROVIDED TO ELEVATE THE ENTIRE SPECIAL STILLING BASIN ABOVE NATURAL GROUND.

SPECIAL STILLING BASIN - NCDOT STD. 1630.06



MATTING IN DITCHES

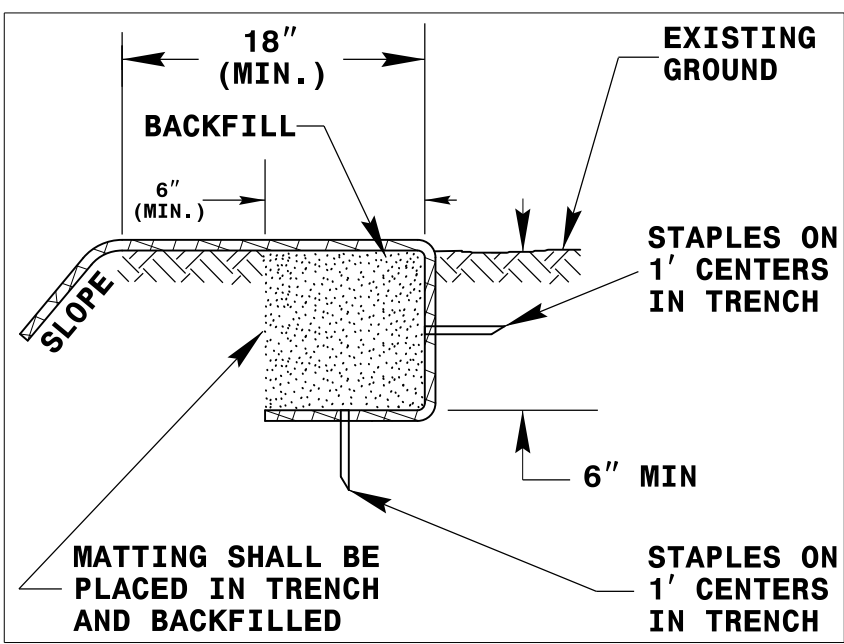
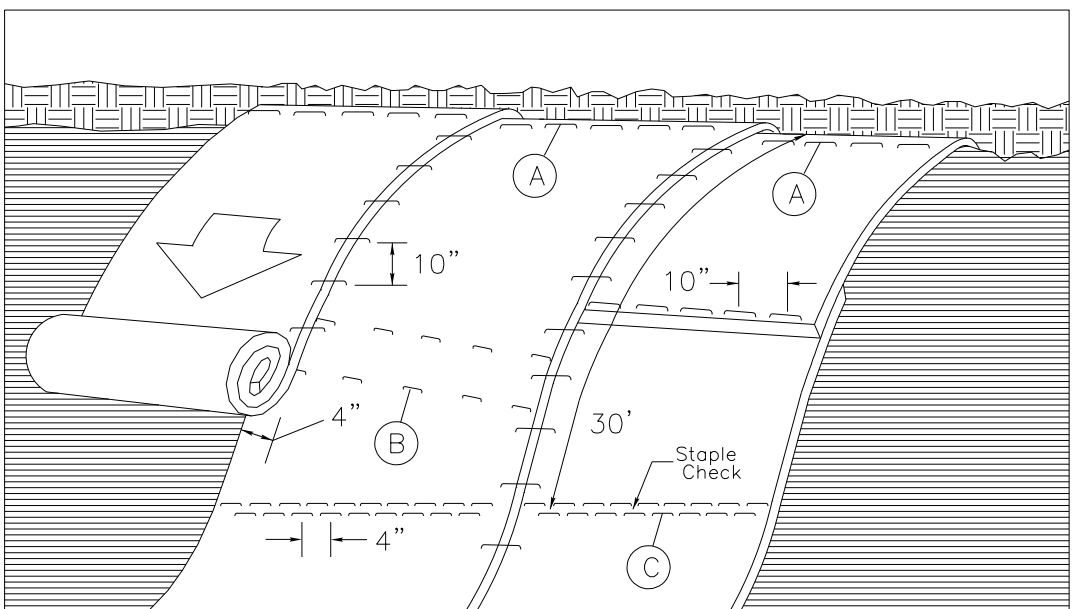


DIAGRAM A



MATTING ON SLOPES

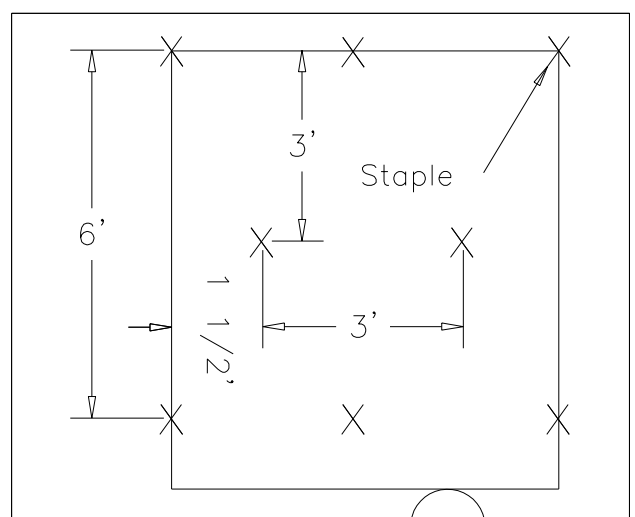


DIAGRAM B

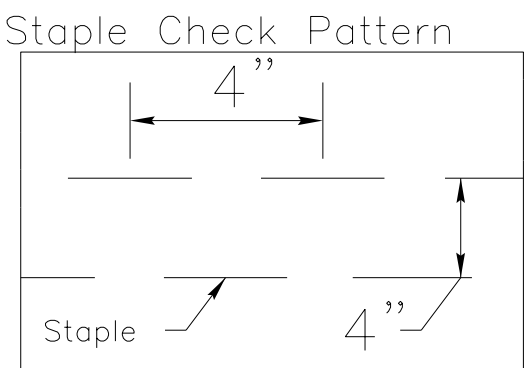
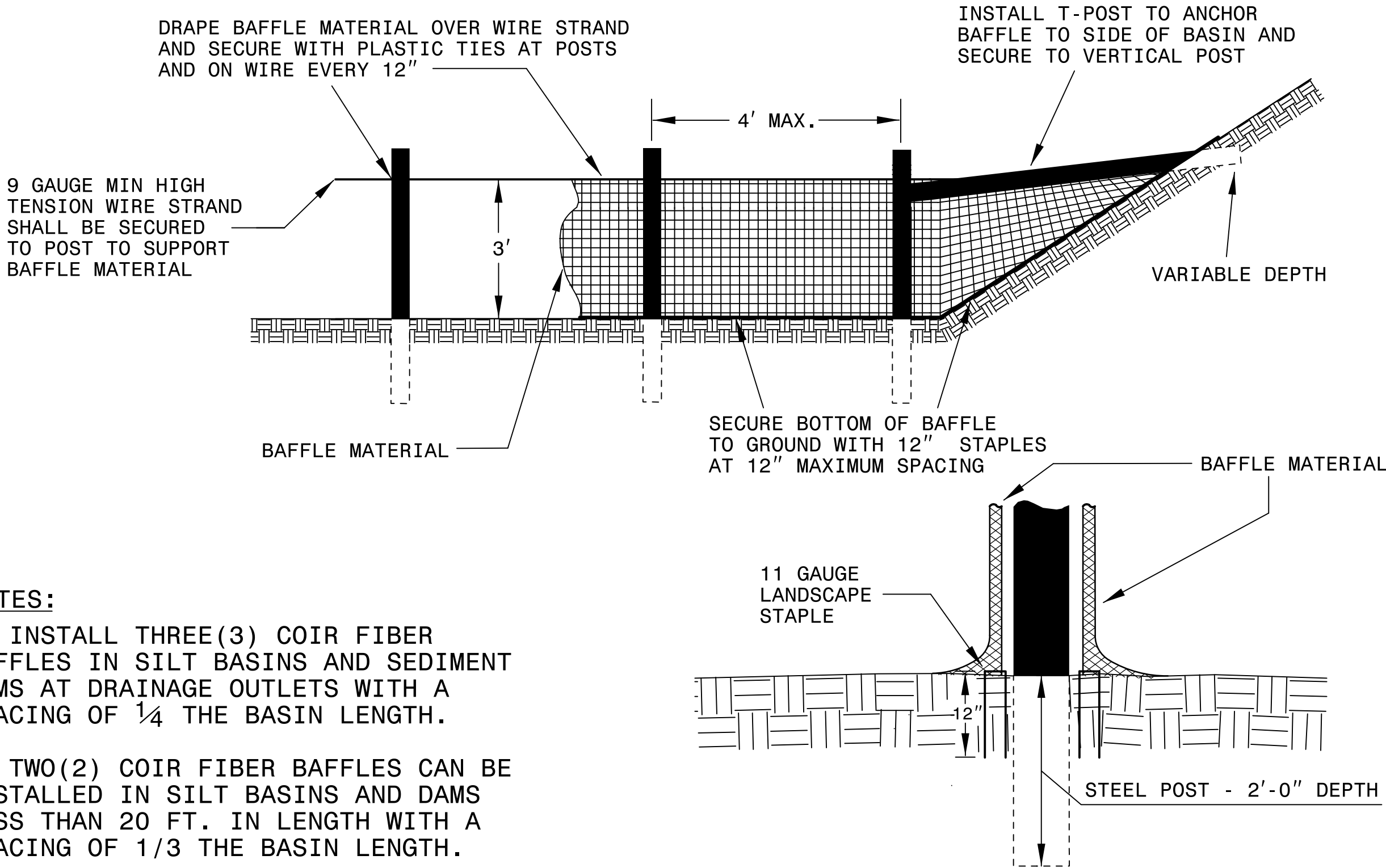


DIAGRAM C

NOTES:
THIS DETAIL APPLIES TO STRAW, EXCELSIOR, AND PERMANENT SOIL REINFORCEMENT MAT (PSRM) INSTALLATION.
STAPLES SHALL BE NO. 11 GAUGE STEEL WIRE FORMED INTO A "U" SHAPE WITH A MINIMUM THROAT WIDTH OF 1 INCH AND NOT LESS THAN 6 INCHES IN LENGTH.

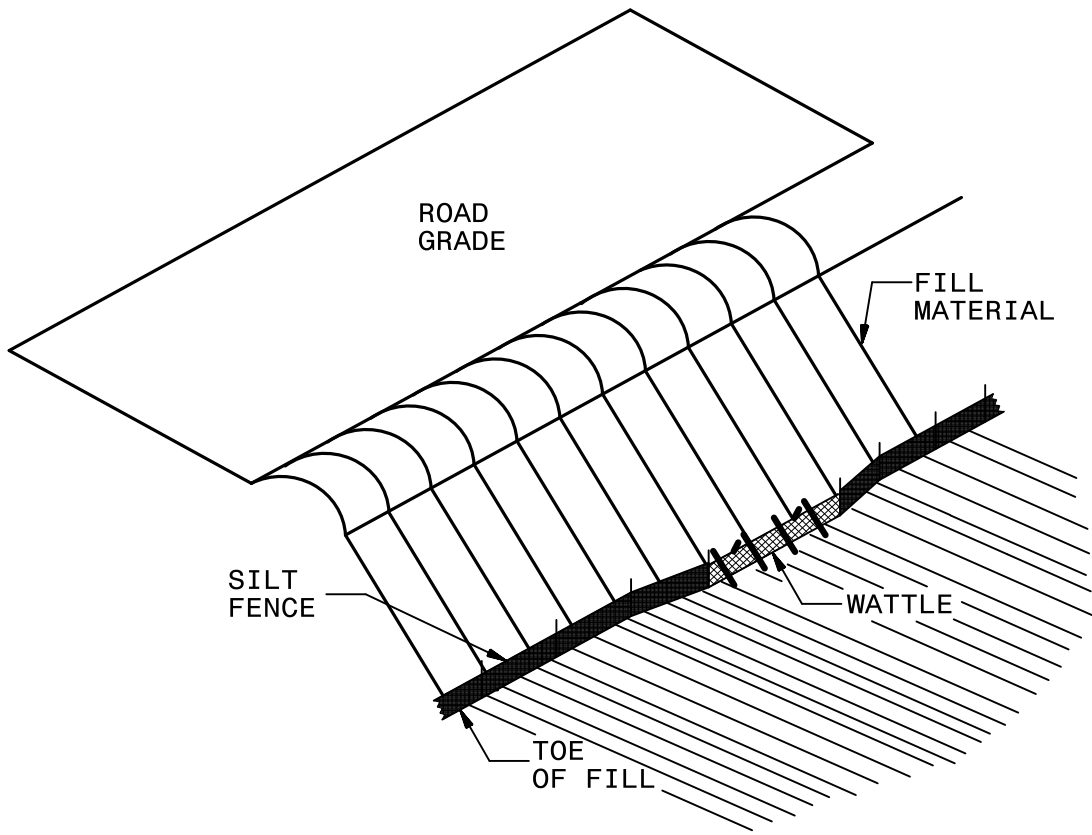
MATTING INSTALLATION - NCDOT STD. 1631.01



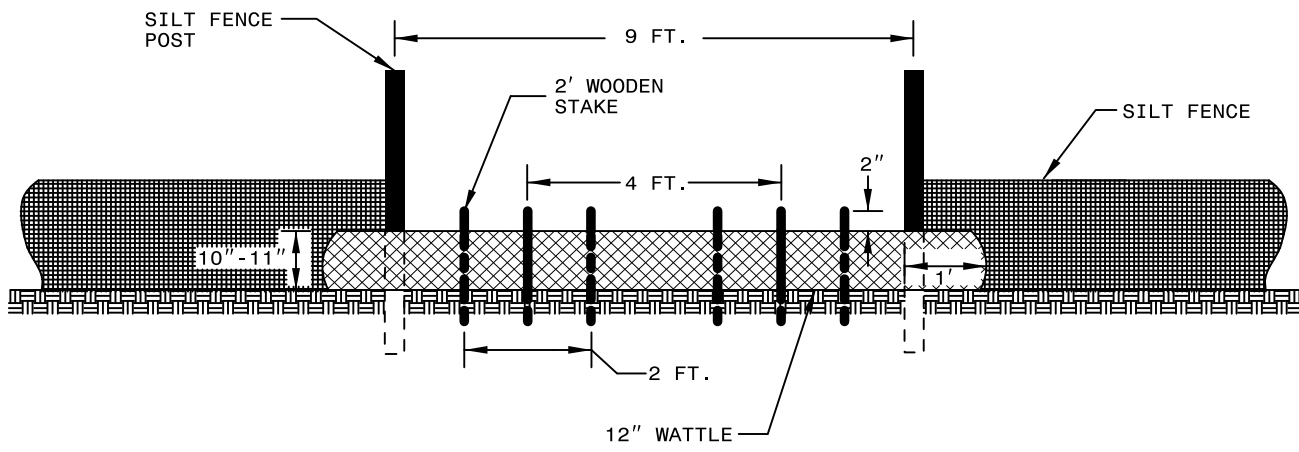
- NOTES:
1. INSTALL THREE(3) COIR FIBER BAFFLES IN SILT BASINS AND SEDIMENT DAMS AT DRAINAGE OUTLETS WITH A SPACING OF 1/4 THE BASIN LENGTH.
 2. TWO(2) COIR FIBER BAFFLES CAN BE INSTALLED IN SILT BASINS AND DAMS LESS THAN 20 FT. IN LENGTH WITH A SPACING OF 1/3 THE BASIN LENGTH.
 3. TOP HEIGHT OF COIR FIBER BAFFLES SHALL NOT BE BELOW BASE OF EMERGENCY SPILLWAY ELEVATION.

BAFFLE MATERIAL SHALL BE SECURED TO THE BOTTOM AND SIDES OF BASIN USING 12" LANDSCAPE STAPLES

COIR FIBER WATTLE DETAIL



ISOMETRIC VIEW



VIEW FROM SLOPE

NOTES:

USE MINIMUM 12 IN. DIAMETER COIR FIBER (COCONUT FIBER) WATTLE AND LENGTH OF 10 FT.

EXCAVATE A 1 TO 2 INCH TRENCH FOR WATTLE TO BE PLACED.

DO NOT PLACE WATTLE ON TOE OF SLOPE.

USE 2 FT. WOODEN STAKES WITH A 2 IN. BY 2 IN. NOMINAL CROSS SECTION.

INSTALL A MINIMUM OF 2 UPSLOPE STAKES AND 4 DOWNSLOPE STAKES AT AN ANGLE TO WEDGE WATTLE TO GROUND.

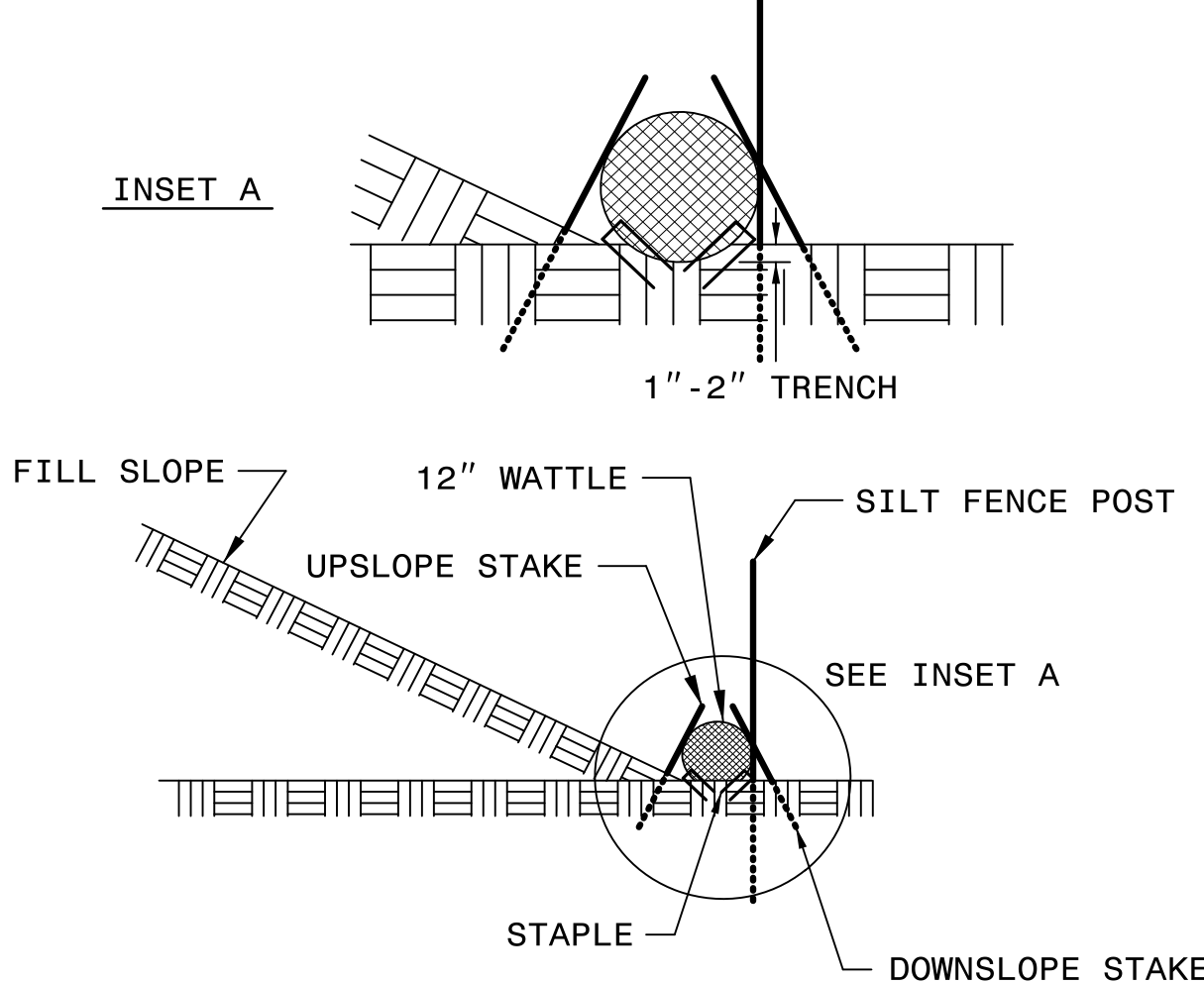
PROVIDE STAPLES MADE OF 0.125 IN. DIAMETER STEEL WIRE FORMED INTO A U SHAPE NOT LESS THAN 12" IN LENGTH.

INSTALL STAPLES APPROXIMATELY EVERY 1 LINEAR FOOT ON BOTH SIDES OF WATTLE AND AT EACH END TO SECURE IT TO THE SOIL.

WATTLE INSTALLATION CAN BE ON OUTSIDE OF THE SILT FENCE AS DIRECTED.

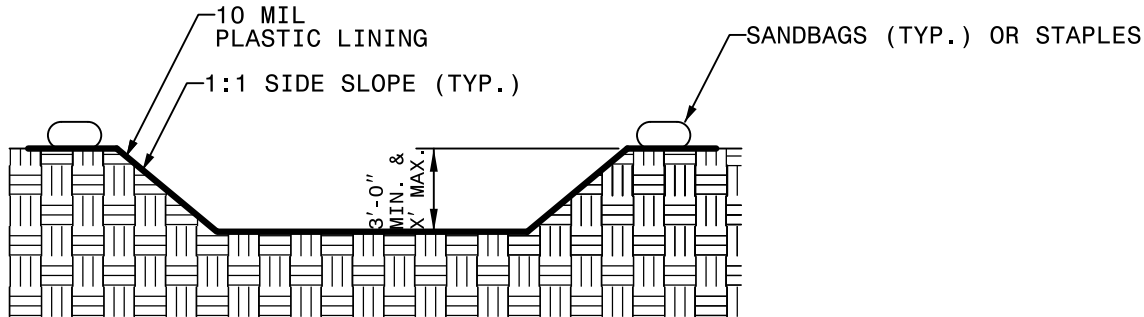
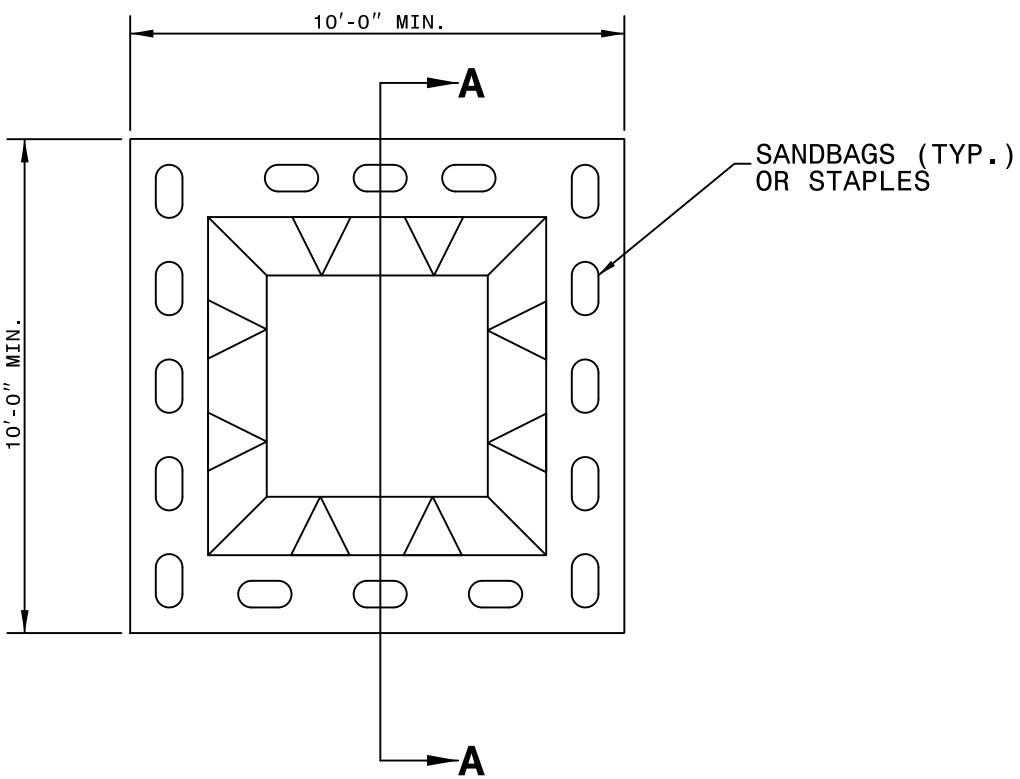
INSTALL TEMPORARY SILT FENCE IN ACCORDANCE WITH SECTION 1605 OF THE STANDARD SPECIFICATIONS.

INSET A



SIDE VIEW

SILT FENCE COIR FIBER WATTLE BREAK DETAIL



SECTION A-A

NOTES:

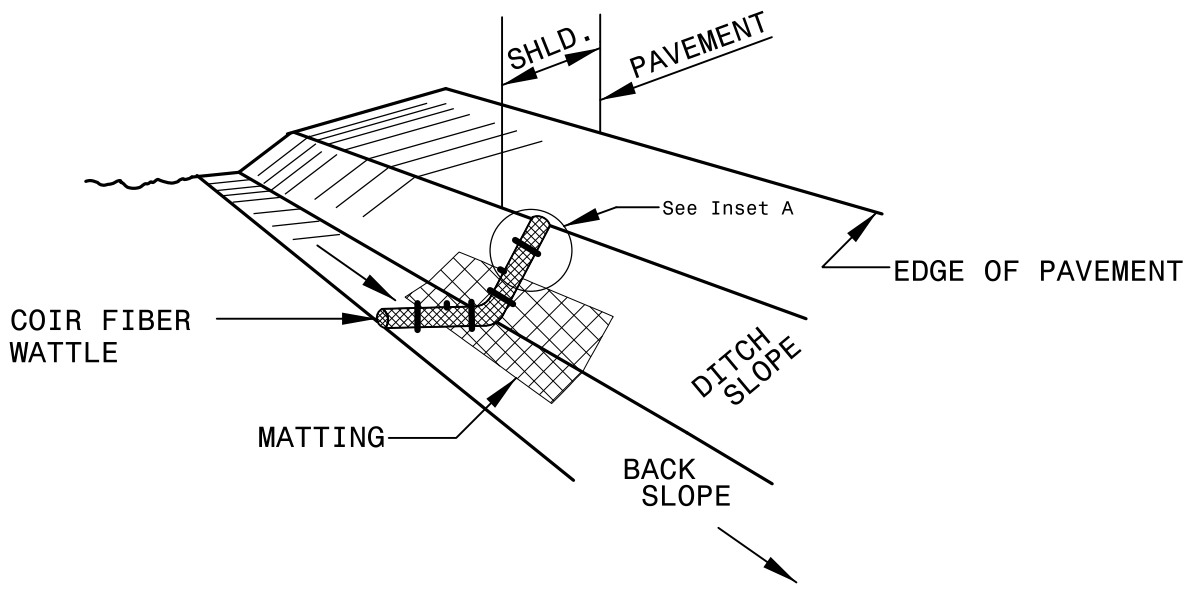
1. ACTUAL LOCATION DETERMINED IN FIELD.

2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY.

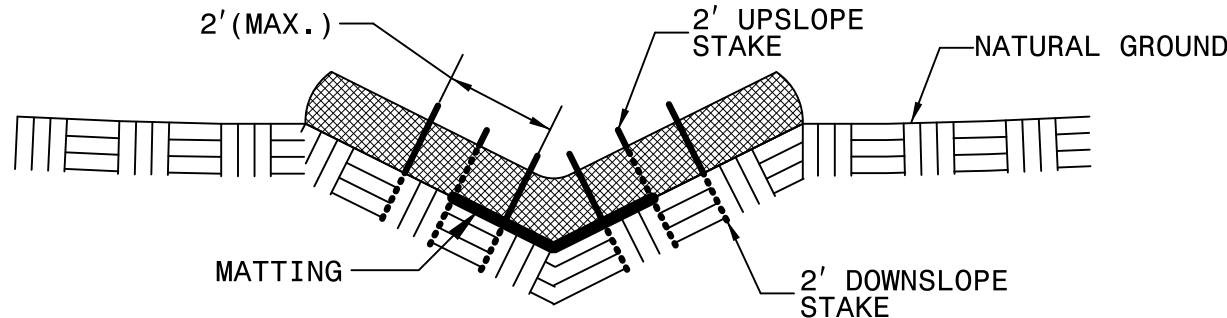
3. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.

PLAN

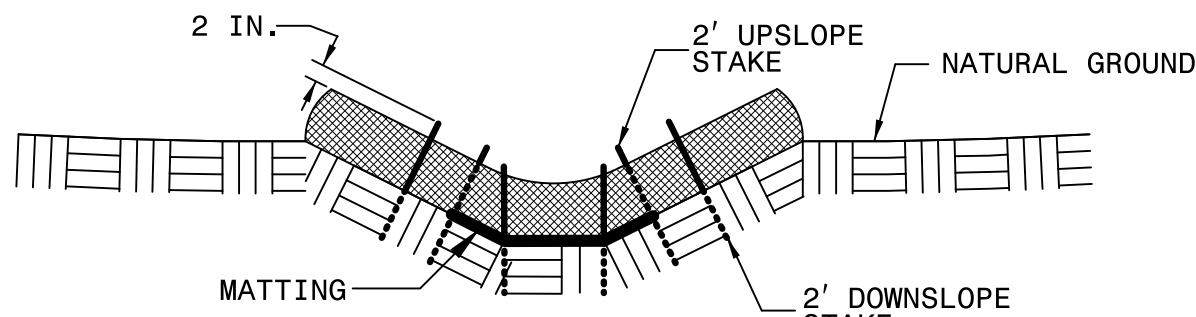
BELOW GRADE WASHOUT STRUCTURE



ISOMETRIC VIEW



CROSS SECTION
VEE DITCH



CROSS SECTION
TRAPEZOIDAL DITCH

COIR FIBER WATTLE DETAIL

NOTES:

USE MINIMUM 12 IN. DIAMETER COIR FIBER (COCONUT FIBER) WATTLE.

USE 2 FT. WOODEN STAKES WITH A 2 IN. BY 2 IN. NOMINAL CROSS SECTION.

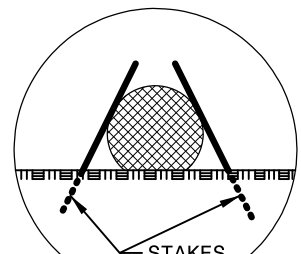
ONLY INSTALL WATTLE(S) TO A HEIGHT IN DITCH SO FLOW WILL NOT WASH AROUND WATTLE AND SCOUR DITCH SLOPES AND AS DIRECTED.

INSTALL A MINIMUM OF 2 UPSLOPE STAKES AND 4 DOWNSLOPE STAKES AT AN ANGLE TO WEDGE WATTLE TO BOTTOM OF DITCH.

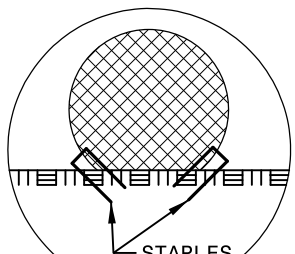
PROVIDE STAPLES MADE OF 0.125 IN. DIAMETER STEEL WIRE FORMED INTO A U SHAPE NOT LESS THAN 12" IN LENGTH.

INSTALL STAPLES APPROXIMATELY EVERY 1 LINEAR FOOT ON BOTH SIDES OF WATTLE AND AT EACH END TO SECURE IT TO THE SOIL.

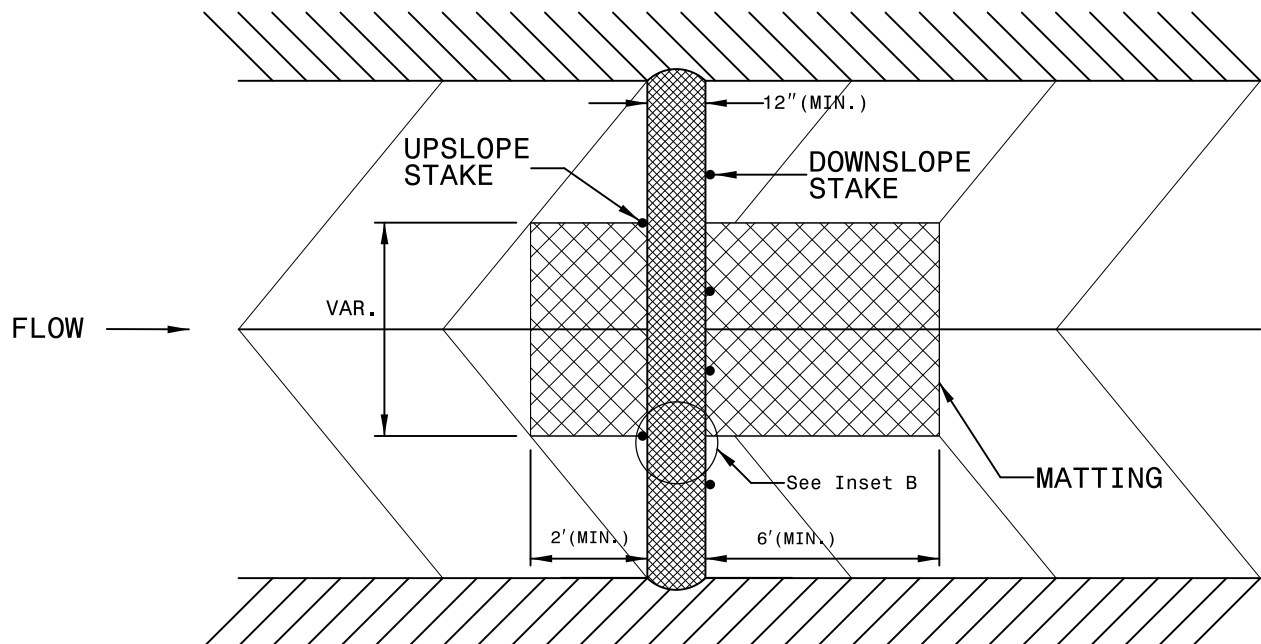
INSTALL MATTING IN ACCORDANCE WITH SECTION 1631 OF THE STANDARD SPECIFICATIONS.



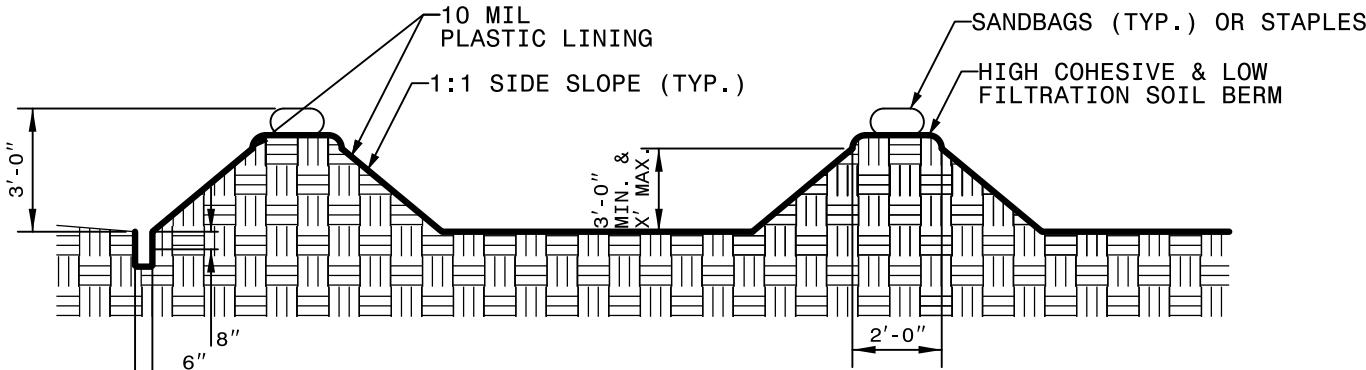
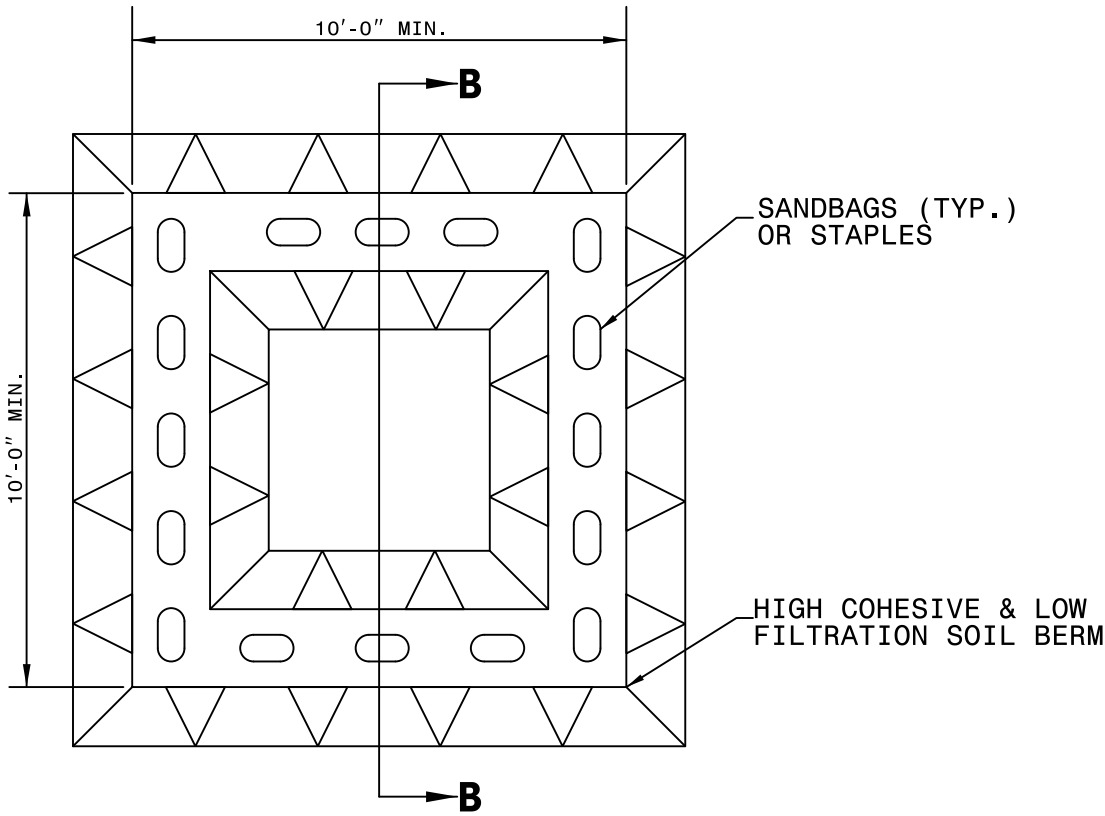
INSET A



INSET B



TOP VIEW



SECTION B-B

NOTES:

1. ACTUAL LOCATION DETERMINED IN FIELD.

2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM 12 INCHES OF FREEBOARD.

3. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.

PLAN

ABOVE GRADE WASHOUT STRUCTURE

ONSITE CONCRETE WASHOUT STRUCTURE WITH LINER

8/17/99

10/4/2023
R:\E\mental\Design\EC Sheets\Gibson-EC.psh04.dgn
made by 12

NOTE: ANY DEVIATION FROM OPTIONS GIVEN WILL REQUIRE PRIOR APPROVAL BY ENGINEER.

ADDITIONAL EROSION CONTROL DEVICES MAY NEED TO BE INSTALLED AS DIRECTED BY THE ENGINEER.

CLEARING AND GRUBBING
EROSION CONTROL FOR
CONSTRUCTION SHEET 4

NOTE:
PLACE TEMPORARY ROCK SILT CHECKS TYPE - A AT DRAINAGE OUTLETS.

NOTE:
PERIMETER EROSION CONTROL MEASURES SHALL BE INSTALLED DURING CLEARING AND GRUBBING PHASE.

NOTE:
USE SPECIAL STILLING BASIN (SILT BAG)
FOR ALL TRENCH DEWATERING ACTIVITIES.

NOTE:
THE ANGLE FOR GRADED SLOPES AND FILLS SHALL BE NO GREATER THAN THE ANGLE THAT CAN BE RETAINED BY VEGETATIVE COVER OR OTHER ADEQUATE EROSION-CONTROL DEVICES OR STRUCTURES. IN ANY EVENT, SLOPES LEFT EXPOSED WILL, WITHIN 7 OR 14 CALENDAR DAYS OF COMPLETION OF ANY PHASE OF GRADING, BE PLANTED OR OTHERWISE PROVIDED WITH TEMPORARY GROUND COVER, DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION. PERMANENT GROUNDCOVER WILL BE PROVIDED FOR ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR NO MORE THAN 90 CALENDAR DAYS (WHICHEVER IS SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION.

stv STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

PROJECT REFERENCE NO.
GIBSON PARK DR.

SHEET NO.
EC-4

RW SHEET NO.

ROADWAY DESIGN
ENGINEER

HYDRAULICS
ENGINEER

**DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**

MATCHLINE -L- STA 14+60 (SHEET EC-5)

SEE SHEET 6 FOR -L- PROFILE

8/17/99

CLEARING AND GRUBBING
EROSION CONTROL FOR
CONSTRUCTION SHEET 5

NOTE:
PLACE TEMPORARY ROCK SILT CHECKS TYPE - A AT
DRAINAGE OUTLETS.

NOTE:
PERIMETER EROSION CONTROL MEASURES SHALL BE
INSTALLED DURING CLEARING AND GRUBBING PHASE.

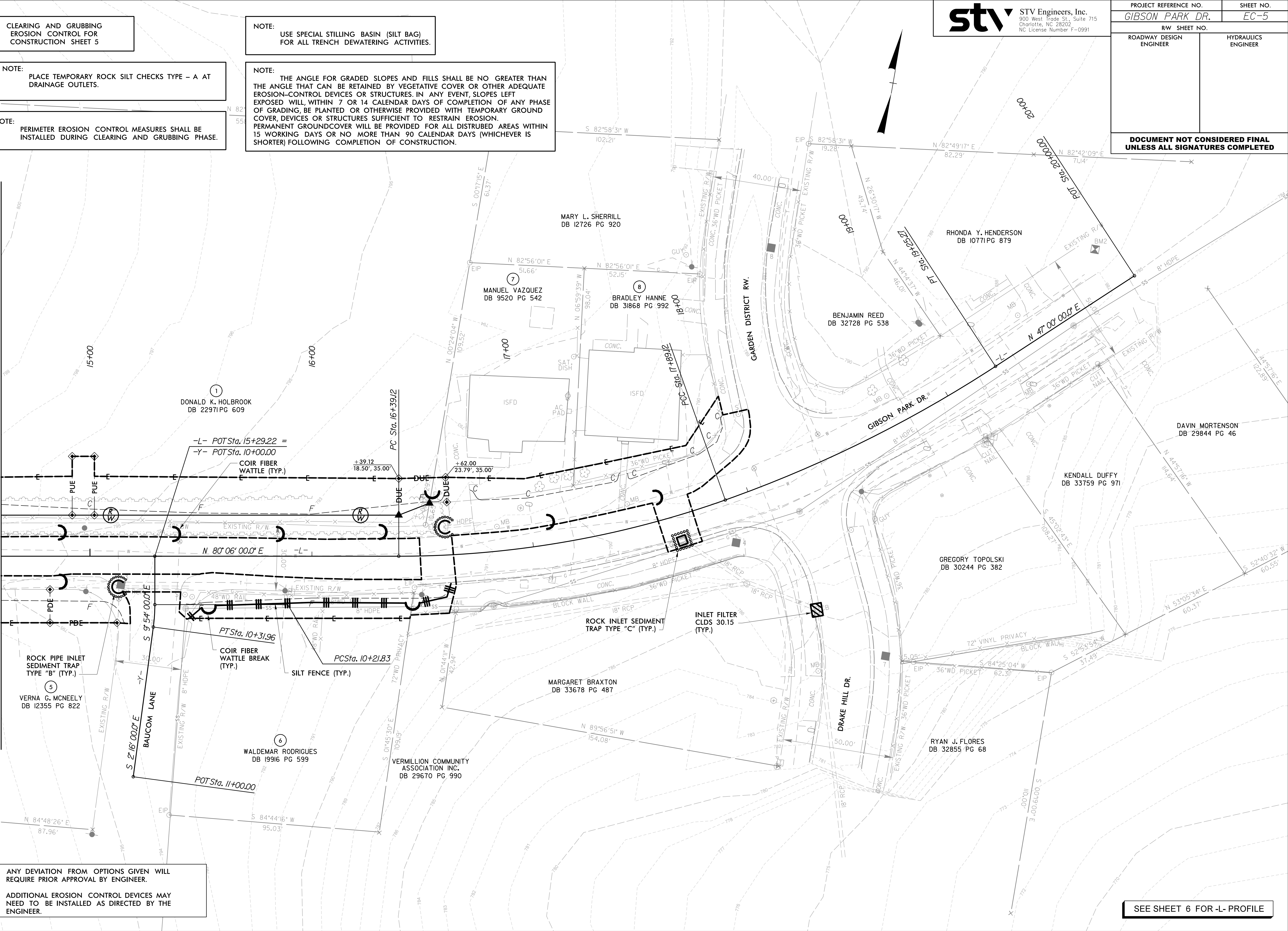
NOTE:
USE SPECIAL STILLING BASIN (SILT BAG)
FOR ALL TRENCH DEWATERING ACTIVITIES.

NOTE:
THE ANGLE FOR GRADED SLOPES AND FILLS SHALL BE NO GREATER THAN
THE ANGLE THAT CAN BE RETAINED BY VEGETATIVE COVER OR OTHER ADEQUATE
EROSION-CONTROL DEVICES OR STRUCTURES. IN ANY EVENT, SLOPES LEFT
EXPOSED WILL, WITHIN 7 OR 14 CALENDAR DAYS OF COMPLETION OF ANY PHASE
OF GRADING, BE PLANTED OR OTHERWISE PROVIDED WITH TEMPORARY GROUND
COVER, DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION.
PERMANENT GROUND COVER WILL BE PROVIDED FOR ALL DISTURBED AREAS WITHIN
15 WORKING DAYS OR NO MORE THAN 90 CALENDAR DAYS (WHICHEVER IS
SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION.

stv STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

PROJECT REFERENCE NO.		SHEET NO.
GIBSON PARK DR.		EC-5
RW SHEET NO.		
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		

MATCHLINE -L- STA 14+60 (SHEET EC-4)



NOTE: ANY DEVIATION FROM OPTIONS GIVEN WILL
REQUIRE PRIOR APPROVAL BY ENGINEER.

ADDITIONAL EROSION CONTROL DEVICES MAY
NEED TO BE INSTALLED AS DIRECTED BY THE
ENGINEER.

SEE SHEET 6 FOR -L- PROFILE

8/17/99

10/4/2023
R:\E\mental\Design\EC Sheets\Gibson-EC.psh06.dgn
made by 12

stv STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

PROJECT REFERENCE NO.		SHEET NO.
GIBSON PARK DR.		EC-6
RW SHEET NO.		
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		

FIANL
EROSION CONTROL FOR
CONSTRUCTION SHEET 6

NOTE:
PLACE TEMPORARY ROCK SILT CHECKS TYPE - A AT
DRAINAGE OUTLETS.

NOTE:
PERIMETER EROSION CONTROL MEASURES SHALL BE
INSTALLED DURING CLEARING AND GRUBBING PHASE.

NOTE:
USE SPECIAL STILLING BASIN (SILT BAG)
FOR ALL TRENCH DEWATERING ACTIVITIES.

NOTE:
THE ANGLE FOR GRADED SLOPES AND FILLS SHALL BE NO GREATER THAN
THE ANGLE THAT CAN BE RETAINED BY VEGETATIVE COVER OR OTHER ADEQUATE
EROSION-CONTROL DEVICES OR STRUCTURES. IN ANY EVENT, SLOPES LEFT
EXPOSED WILL, WITHIN 7 OR 14 CALENDAR DAYS OF COMPLETION OF ANY PHASE
OF GRADING, BE PLANTED OR OTHERWISE PROVIDED WITH TEMPORARY GROUND
COVER, DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION.
PERMANENT GROUNDCOVER WILL BE PROVIDED FOR ALL DISTURBED AREAS WITHIN
15 WORKING DAYS OR NO MORE THAN 90 CALENDAR DAYS (WHICHEVER IS
SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION.

MATCHLINE -L- STA 14+60 (SHEET EC-7)

SEE SHEET 6 FOR -L- PROFILE

8/17/99

FINAL
EROSION CONTROL FOR
CONSTRUCTION SHEET 7

NOTE:
PLACE TEMPORARY ROCK SILT CHECKS TYPE - A AT
DRAINAGE OUTLETS.

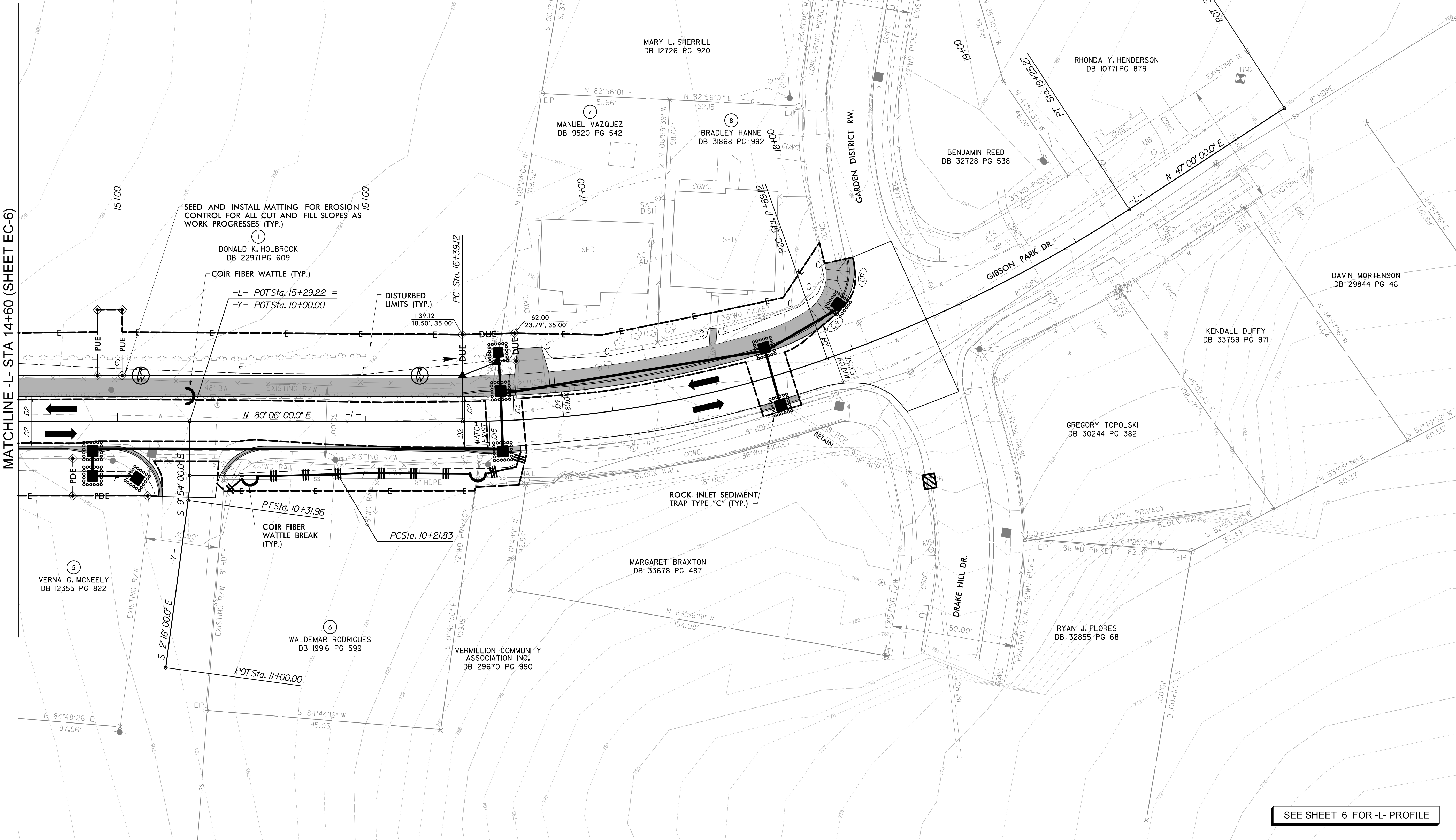
NOTE:
PERIMETER EROSION CONTROL MEASURES SHALL BE
INSTALLED DURING CLEARING AND GRUBBING PHASE.

NOTE:
USE SPECIAL STILLING BASIN (SILT BAG)
FOR ALL TRENCH DEWATERING ACTIVITIES.

NOTE:
THE ANGLE FOR GRADED SLOPES AND FILLS SHALL BE NO GREATER THAN
THE ANGLE THAT CAN BE RETAINED BY VEGETATIVE COVER OR OTHER ADEQUATE
EROSION-CONTROL DEVICES OR STRUCTURES. IN ANY EVENT, SLOPES LEFT
EXPOSED WILL, WITHIN 7 OR 14 CALENDAR DAYS OF COMPLETION OF ANY PHASE
OF GRADING, BE PLANTED OR OTHERWISE PROVIDED WITH TEMPORARY GROUND
COVER, DEVICES OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION.
PERMANENT GROUNDCOVER WILL BE PROVIDED FOR ALL DISTURBED AREAS WITHIN
15 WORKING DAYS OR NO MORE THAN 90 CALENDAR DAYS (WHICHEVER IS
SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION.

stv STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

PROJECT REFERENCE NO.		SHEET NO.
GIBSON PARK DR.		EC-7
RW SHEET NO.		
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		



10/4/2023
R:\E\2023\mental\Design\EC Sheets\Gibson-EC.psh07.dgn
mable021

SEE SHEET 6 FOR -L- PROFILE

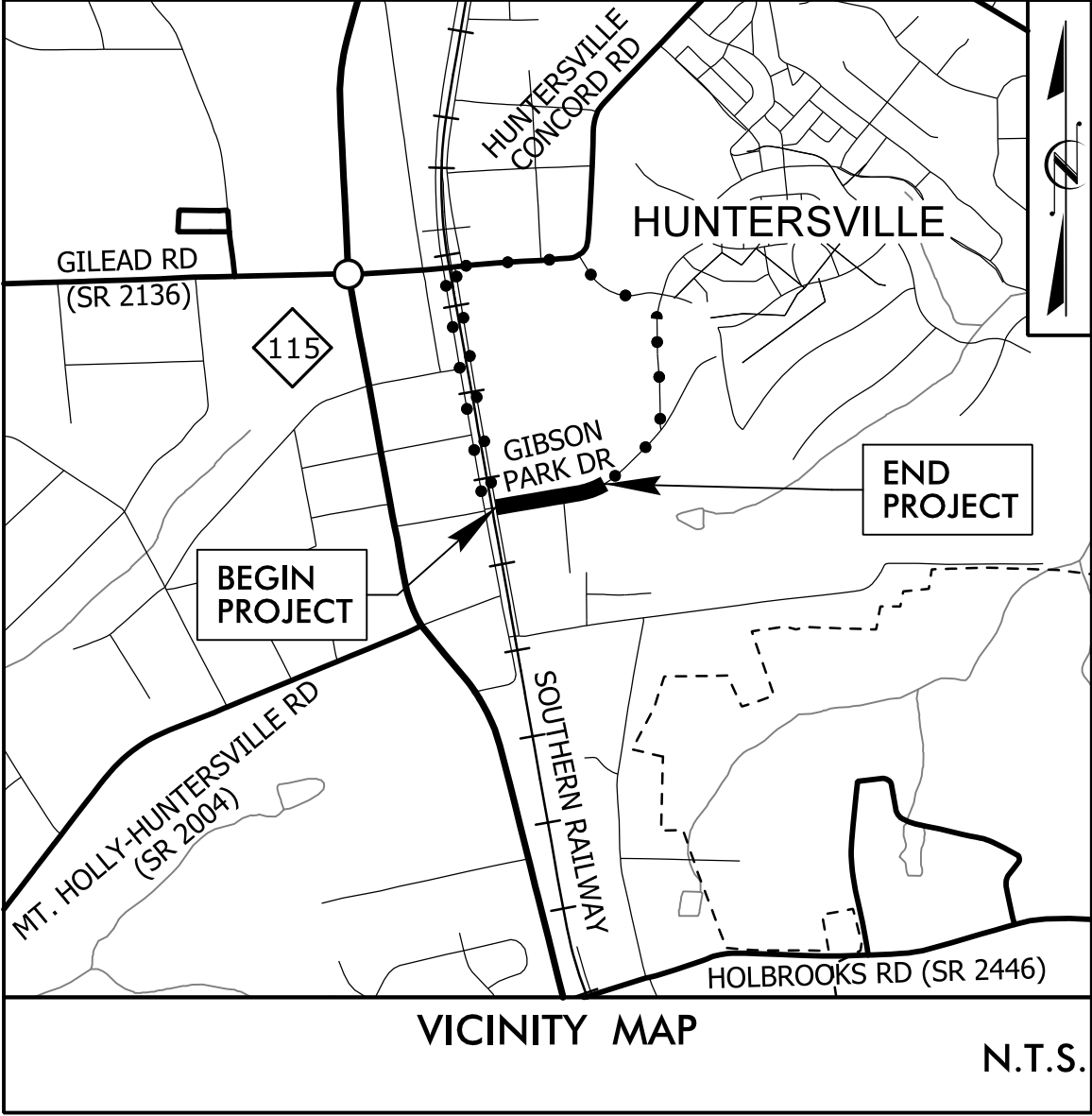
09/08/2019

10/4/2023

PROJECT: GIBSON PARK DR.

CONTRACT:

See Sheet 1A For Index of Sheets
See Sheet 1B For Standard Symbology Sheet



VICINITY MAP

N.T.S.

UBO PLANS

TOWN OF HUNTERSVILLE

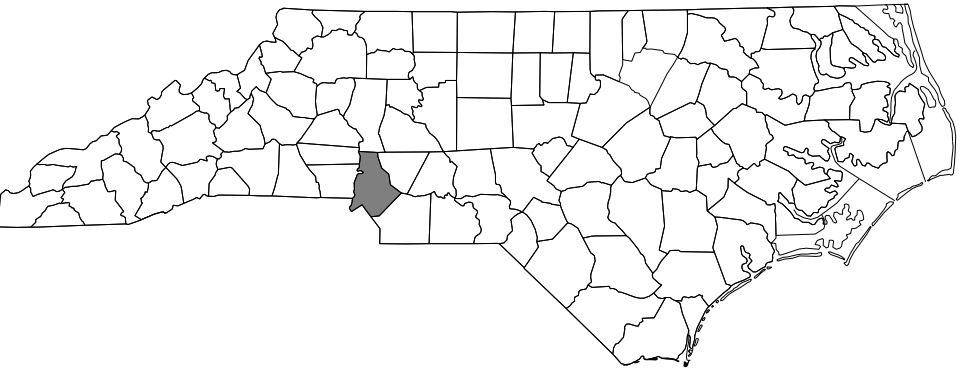
UTILITIES BY OTHERS PLANS

MECKLENBURG COUNTY

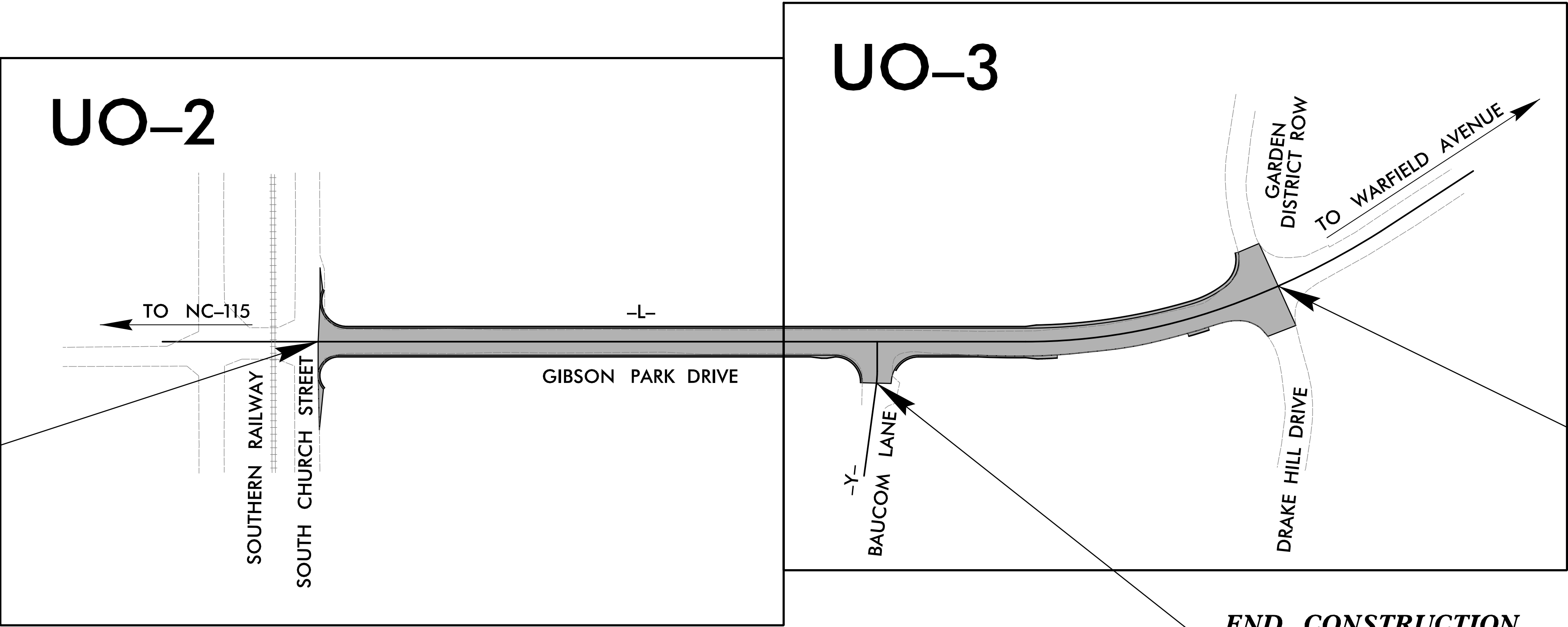
LOCATION: GIBSON PARK DRIVE FROM SOUTH CHURCH STREET
TO GARDEN DISTRICT ROW

TYPE OF WORK: GRADING, DRAINAGE, AND PAVING

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	GIBSON PARK DR.	UO-1	
STATE PROJ. NO.	F. A. PROJ. NO.	DESCRIPTION	



BEGIN PROJECT
-L- STA. 11 + 15.29



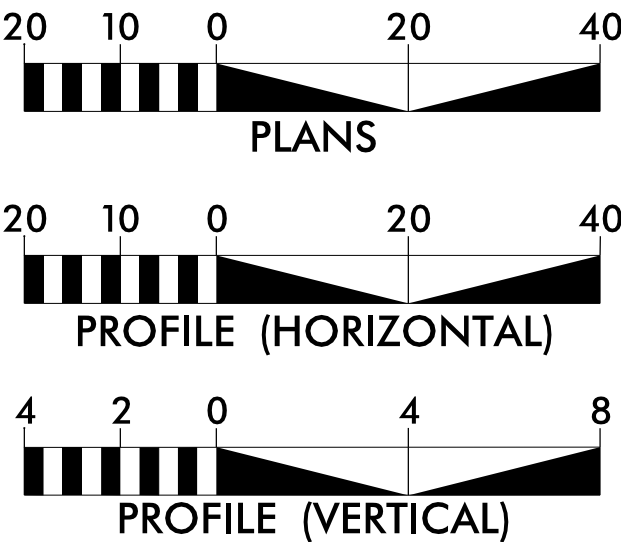
END PROJECT
-L- STA. 18 + 32.08

END CONSTRUCTION
-Y- STA. 10 + 30.67

THIS PROJECT IS WITHIN THE MUNICIPAL BOUNDARY OF HUNTERSVILLE.

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

GRAPHIC SCALES



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
UO-1	TITLE SHEET
UO-2 TO UO-3	UTILITIES BY OTHERS PLANS

UTILITY OWNERS ON PROJECT

- (1) POWER - ELECTRICITIES
- (2) GAS - PIEDMONT NATURAL GAS
- (3) COMMUNICATIONS - AT&T, VERIZON, TWC, CHARTER / SPECTRUM & AMERICAN TOWER
- (4) WATER AND SANITARY SEWER - CHARLOTTE WATER

PREPARED BY:

stv STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

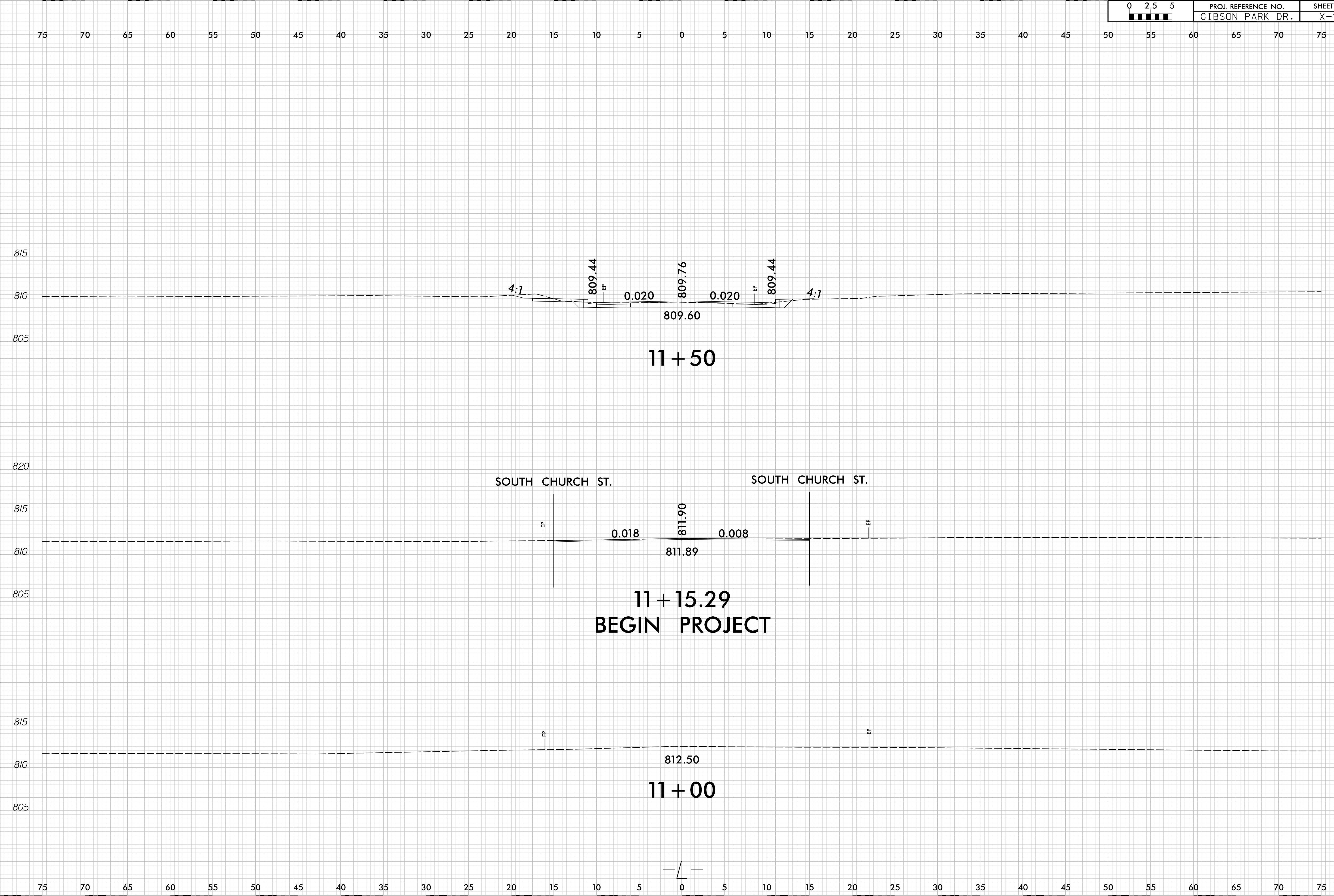


STV STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

stv STV Engineers, Inc.
900 West Trade St., Suite 710
Charlotte, NC 28202
NC License Number F-0991

6/23/16

02.55	PROJ. REFERENCE NO.	SHEET NO.
	GIBSON PARK DR.	X-1



6/23/16

02.55	PROJ. REFERENCE NO.	SHEET NO.
	GIBSON PARK DR.	X-2

75706560555045403530252015105051015202530354045505560657075

810810

805805

800800

12 + 50

820820

815815

810810

805805

800800

12 + 17

815815

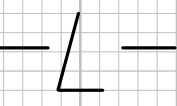
810810

805805

800800

12 + 00

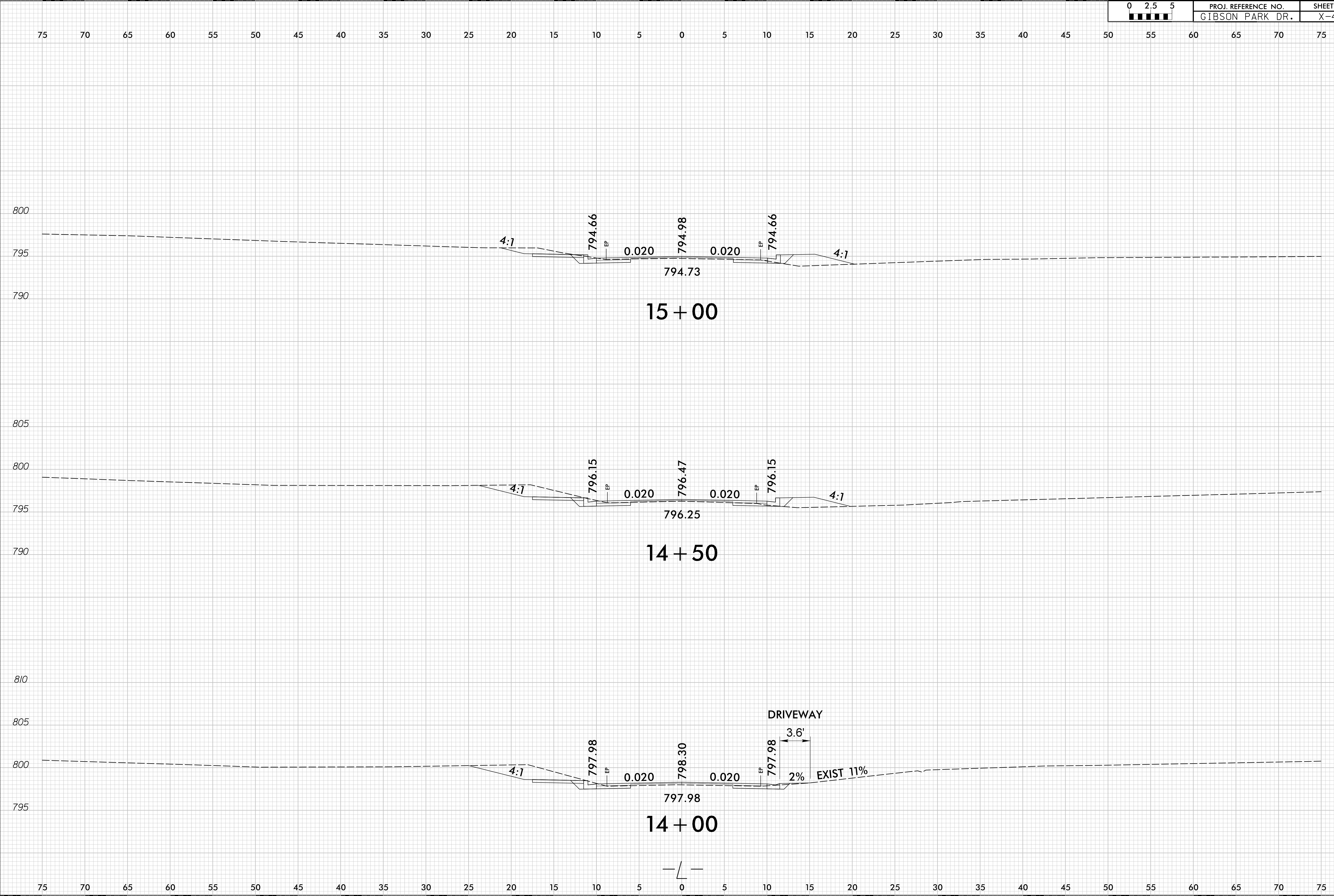
75706560555045403530252015105051015202530354045505560657075





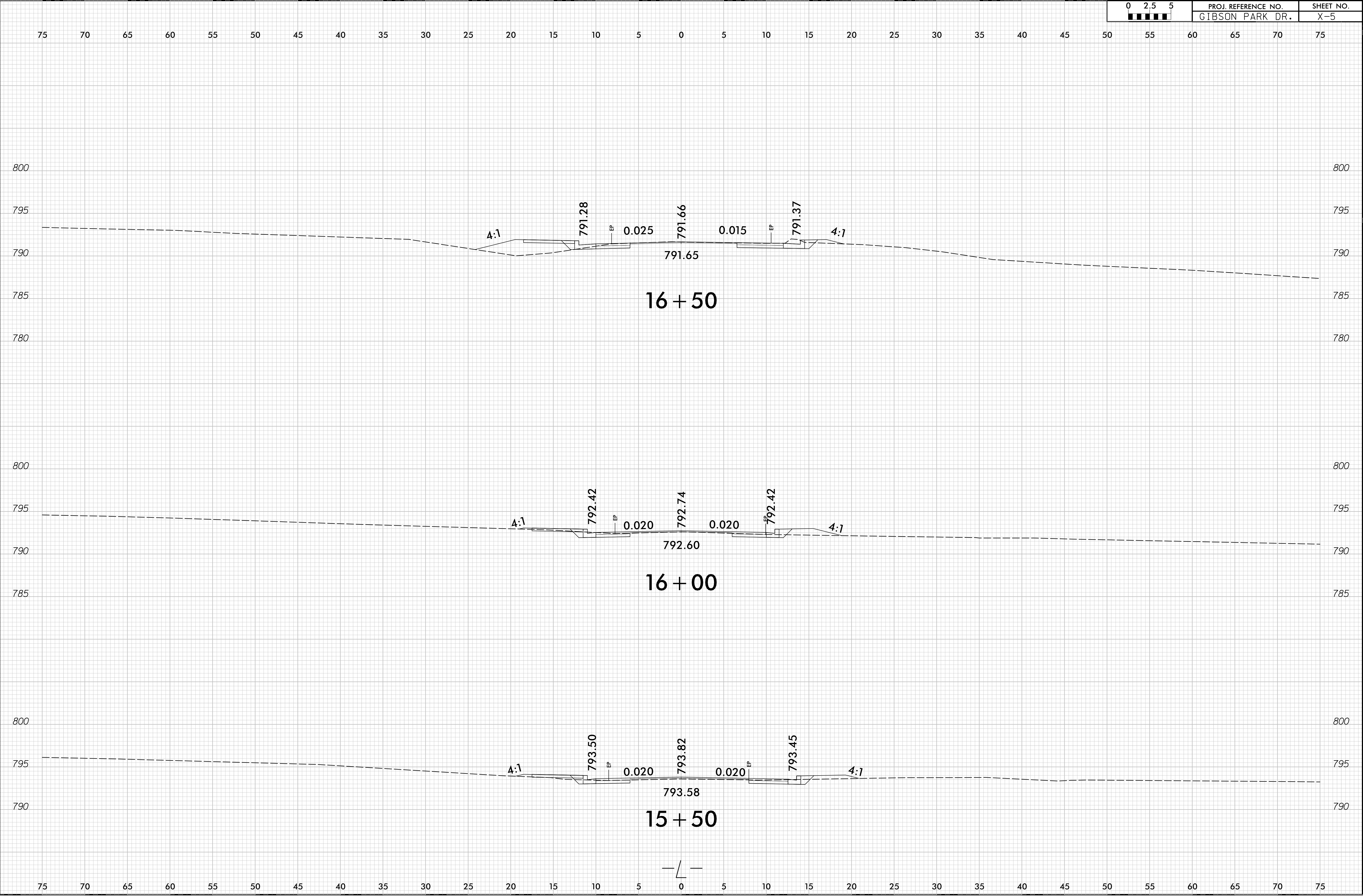
6/23/16

02.55	PROJ. REFERENCE NO.	SHEET NO.
	GIBSON PARK DR.	X-4



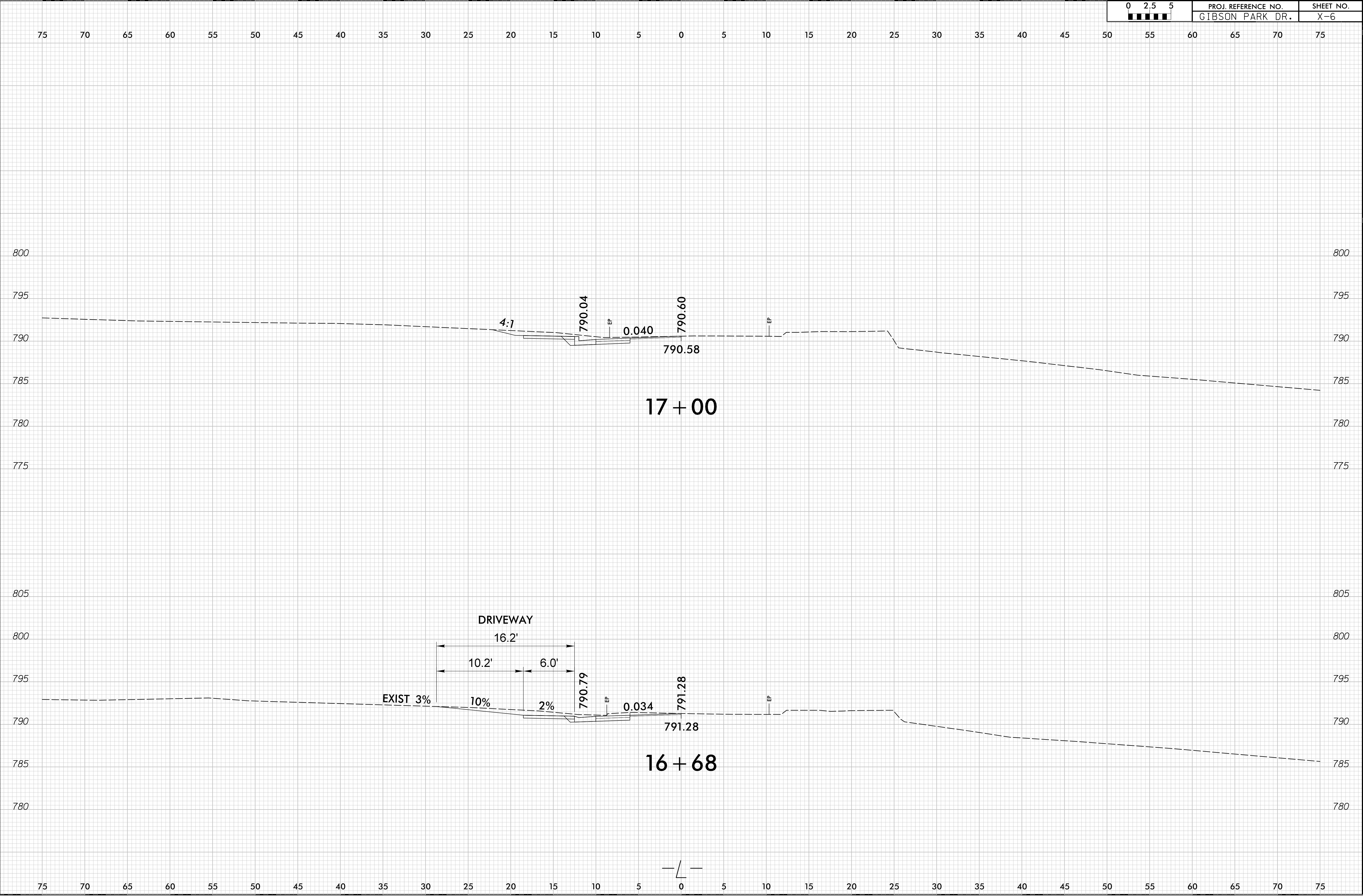
6/23/16

0 2.5 5	PROJ. REFERENCE NO.	SHEET NO.
	GIBSON PARK DR.	X-5



6/23/16

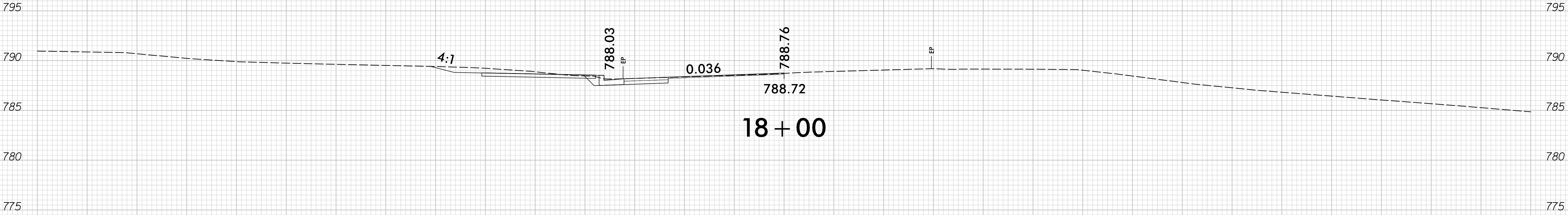
02.55	PROJ. REFERENCE NO.	SHEET NO.
	GIBSON PARK DR.	X-6



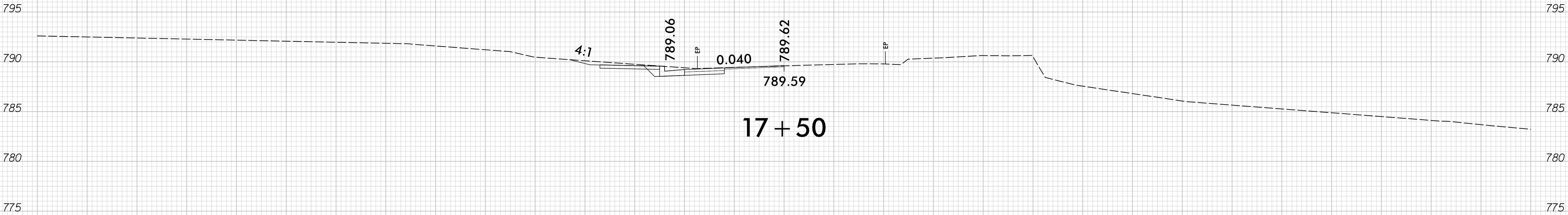
6/23/16

02.55	PROJ. REFERENCE NO.	SHEET NO.
	GIBSON PARK DR.	X-7

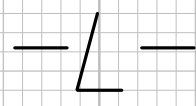
75706560555045403530252015105051015202530354045505560657075



18 + 00

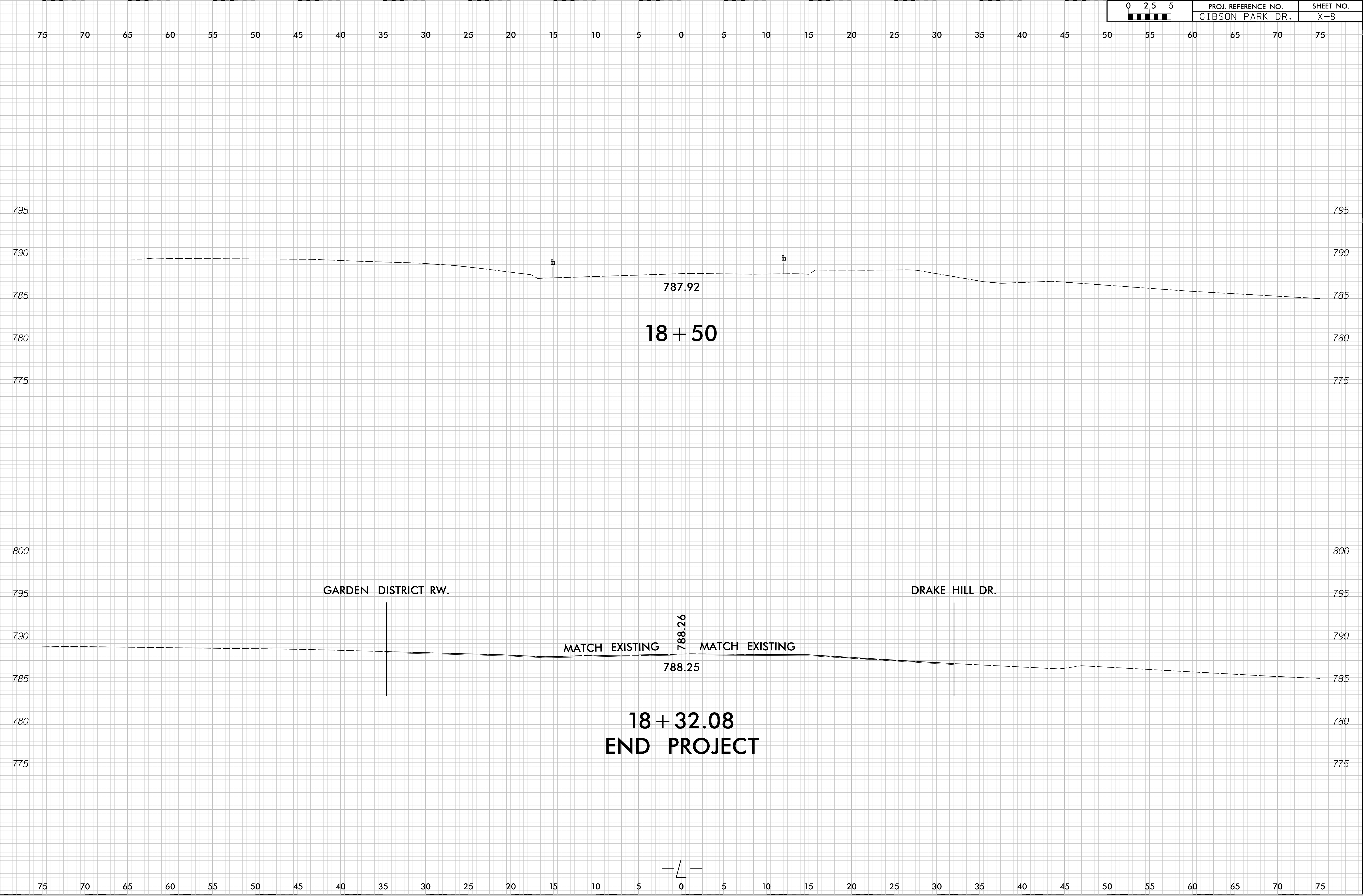


17 + 50



6/23/16

02.55	PROJ. REFERENCE NO.	SHEET NO.
	GIBSON PARK DR.	X-8



LEGEND

SYMBOLS

ABANDONED EXISTING SS	
ASPHALT (PROFILE)	
BOTTOM OF BANK (TOE)	
BRIDGE	
BUILDING	
CHECK DAM STD. 6.83	
CONCRETE (PROFILE)	
CREEK, DITCH, OR BRANCH	
CURB & GUTTER	
EDGE OF ROADWAY	
EXISTING FIRE HYDRANT	
EXIST. WATER OR SAN. SEWER EASEMENT	
EXISTING IRON PIN	
EXISTING WATER VALVE	
EXISTING WATER MAIN	
EXISTING 6" SANITARY SEWER	
EXIST. SAN. SEWER MANHOLE STRUCTURE	
EXISTING GAS MAIN	
EXISTING GAS SERVICE	
FENCE (LABEL TYPE)	
GAS VALVE	
GRAVEL (PROFILE)	
GROUND PROFILE	
GUARD RAIL	
MARSH, POND, WETLAND, OR LAKE	
OVERHEAD ELECTRIC	
PIERS	
POWER POLE/GUY WIRE	
PROPERTY LINE	
PROPOSED AIR RELEASE	
PROPOSED FIRE HYDRANT	
PROPOSED WATER MAIN (MARKED EVERY 100')	
PROP. WATER OR SAN. SEWER EASEMENT	
PROP. WATER OR SAN. SEWER TAP	
PROP. WATER VALVE	
PROPOSED 6" SANITARY SEWER	
PROP. SAN. SEWER MANHOLE STRUCTURE	
RIP - RAP	
ROAD/STREET R/W	
SEDIMENT FENCE (SILT FENCE) STD. 6.62	
SIDEWALK	
STREET SIGN (LABEL TYPE)	
STORM DRAIN/CATCH BASIN, YARD AND DROP INLET	
TEMPORARY CONSTRUCTION EASEMENT	
TEMPORARY CONSTRUCTION FENCE	
TEMPORARY SEDIMENT TRAP STD. 6.60	
TEMPORARY DIVERSION STD. 6.20	
TEMPORARY STREAM CROSSING STD. 6.70	
TOP OF BANK (TOB)	
TOWER LINE	
TREE & BUSH	
UNDERGROUND CABLE	
UNDERGROUND ELECTRIC	
UNDERGROUND TELEPHONE	
RAILROAD	
WATER METER	

NOTE: LINE WEIGHTS ARE NOT DELINEATED HERE. THEY ARE CONTROLLED THROUGH CLTWater PLOTSTYLE.

CHARLOTTE WATER

CHARLOTTE, NORTH CAROLINA

WATER DISTRIBUTION SYSTEM IMPROVEMENTS CHARLOTTE WATER PROJECT NO. CPM-20-25-228 GIBSON PARK DRIVE WATER LINE RELOCATION

APPLICATION FOR PERMIT FOR WATER MAIN EXTENSION

PROJECT NAME: GIBSON PARK DR

CLTWater PROJECT NO.: CPM-20-25-228

PROJECT DESCRIPTION: RELOCATION OF APPROXIMATELY 780 LF OF 8" WATER LINE

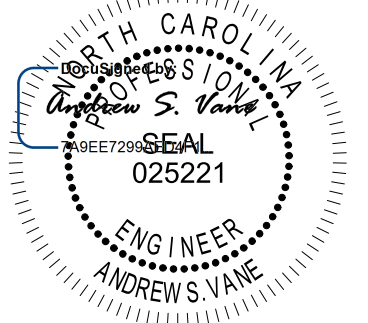
DESIGNED BY: FIRM: STV ENGINEERS, INC.

ENGINEER: ANDREW S. VANE, PE

ADDRESS: 900 WEST TRADE STREET, SUITE 715
CHARLOTTE, NC 28202

PHONE: (704) 372-1885

THIS APPLICATION IS MADE UNDER AND IN FULL ACCORD WITH THE PROVISIONS OF CHAPTER 130A-317 OF THE NORTH CAROLINA GENERAL STATUTES, AND SUCH OTHER STATUTES AS RELATED TO PUBLIC WATER SYSTEMS. CLTWater HAS BEEN GRANTED AUTHORITY TO ISSUE PERMITS FOR EXTENSION OF WATER MAINS PURSUANT TO 15A NCAC 18C.1801. THE APPLICANT AGREES THAT NO SIGNIFICANT CHANGE OR DEVIATION FROM THE PLANS AND SPECIFICATIONS APPROVED BY CLTWater WILL BE MADE WITHOUT THE WRITTEN CONSENT AND APPROVAL OF CLTWater OR ITS AUTHORIZED REPRESENTATIVE. A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF NORTH CAROLINA SHALL SUBMIT A STATEMENT REFLECTING THAT ADEQUATE OBSERVATIONS DURING AND UPON COMPLETION OF CONSTRUCTION INDICATES THAT CONSTRUCTION WAS COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.

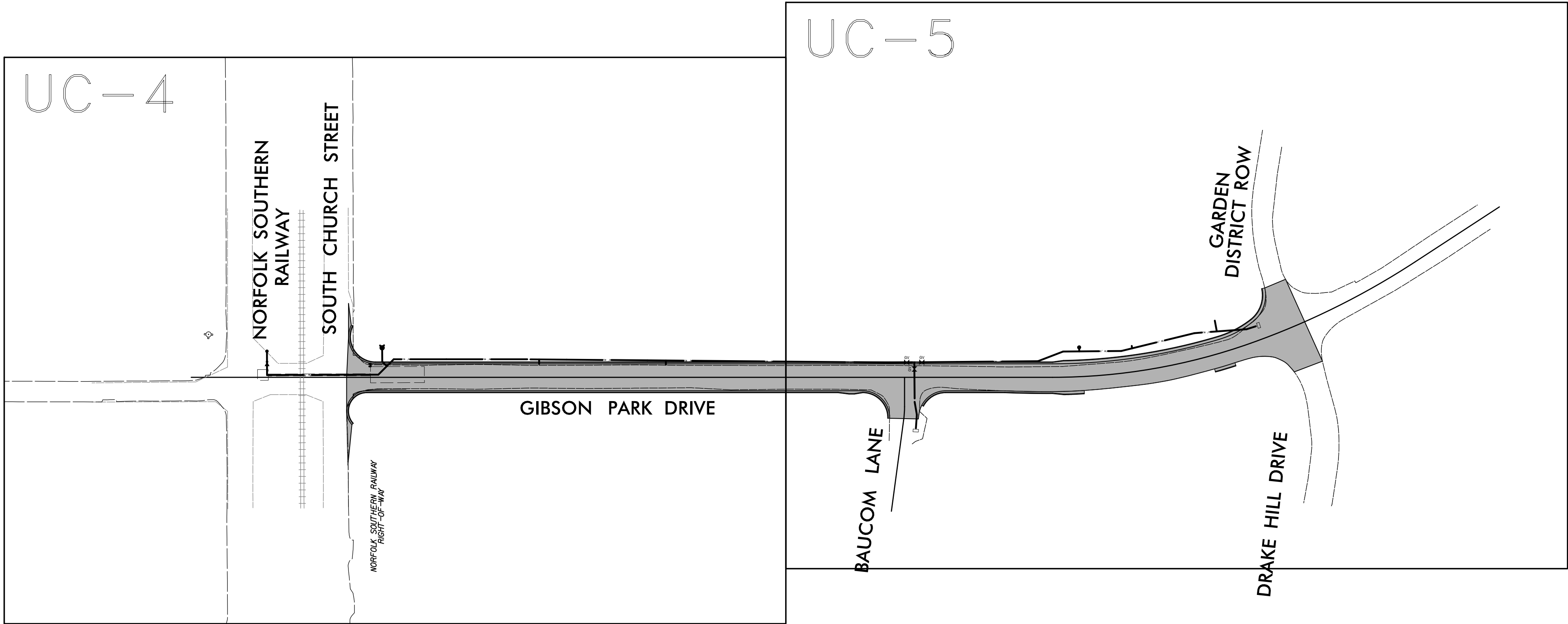


9/29/2023

PERMIT NO. _____ DATE _____

APPROVED: _____

JOSEPH C. WILSON, PE, CHIEF ENGINEER
CHARLOTTE WATER
5100 BROOKSHIRE BLVD.
CHARLOTTE, NORTH CAROLINA 28216



NOT TO SCALE

DESIGN COMPANY:

PLANS PREPARED BY: STV ENGINEERS, INC.

ADDRESS: 900 WEST TRADE ST., SUITE 715, CHARLOTTE, NC 28202

PHONE: (704) 372-1885

DATE DESIGN COMPLETED:

SURVEY COMPANY:

SURVEYED BY: CES GROUP ENGINEERS, LLP

ADDRESS: 3525 WHITEHALL PARK DR SUITE #150, CHARLOTTE NC 28273

PHONE: (704) 489-1500

DATE SURVEY COMPLETED: 2022

CONTRACTOR:

ADDRESS:

PHONE:

INSPECTOR:

INSIDE CHARLOTTE: () YES () NO:

TOPO NO: -

FIELD CONSTRUCTION INFORMATION	
CONTRACT (FY XX-X):	
INSPECTOR:	
CONTRACTOR:	
CREW SUPERINTENDENT:	
CONST. START DATE:	
CONST. END DATE:	
ACTIVATION DATE:	
TEST DATE:	
INSPECTOR AS-BUILT DATE:	
FINAL INSPECTION DATE:	

MUNICIPALITY: TOWN OF HUNTERSVILLE

NCDOT PERMIT NO.: _____

CDOT PERMIT NO.: _____

DISTURBED AREA: _____

NSRR PERMIT NO.: _____

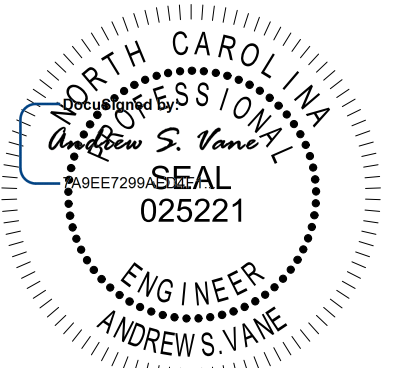
MECKLENBURG CO NO.: _____

NC DEMLR PERMIT NO.: _____

SEDIMENT AND EC PERMIT NO.: _____

APPROVAL SEAL

9/29/2023



N.C.P.E.

SUMMARY OF WATER MAINS & FIRE HYDRANTS

SIZE	LENGTH	SIZE	LENGTH
8-INCH	780		
TOTAL NO. OF FIRE HYDRANTS: 1			
TOTAL NO. LOTS SERVED: N/A			
PROJECT NAME:			
GIBSON PARK DR			
JOB NO: CPM-20-25-228			
DATE OF ACTIVATION:			
DATE AS BUILT:		BY:	

stv STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

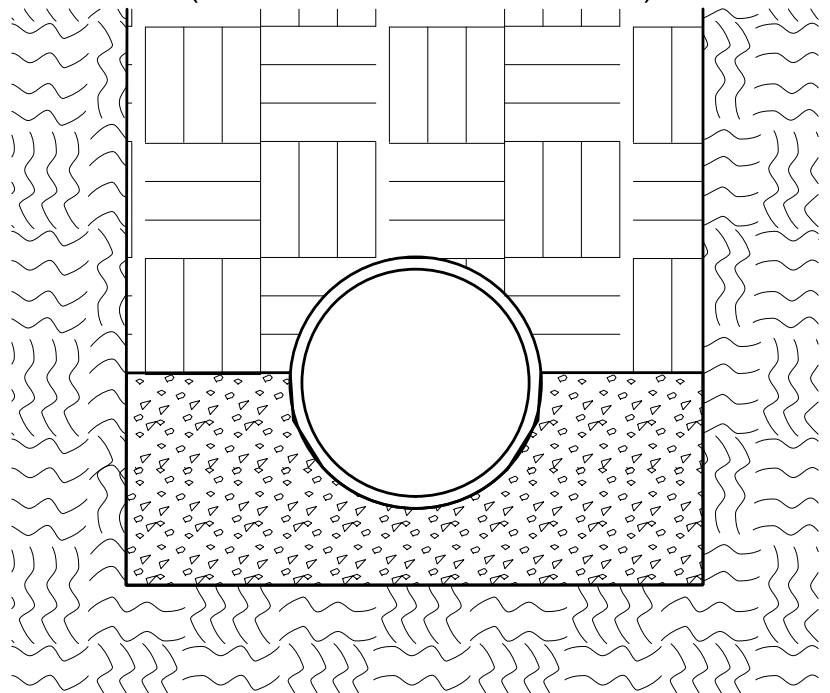
PROJECT TYPICAL DETAILS

LIST OF CHARLOTTE WATER STANDARD DRAWINGS

WATER DETAILS

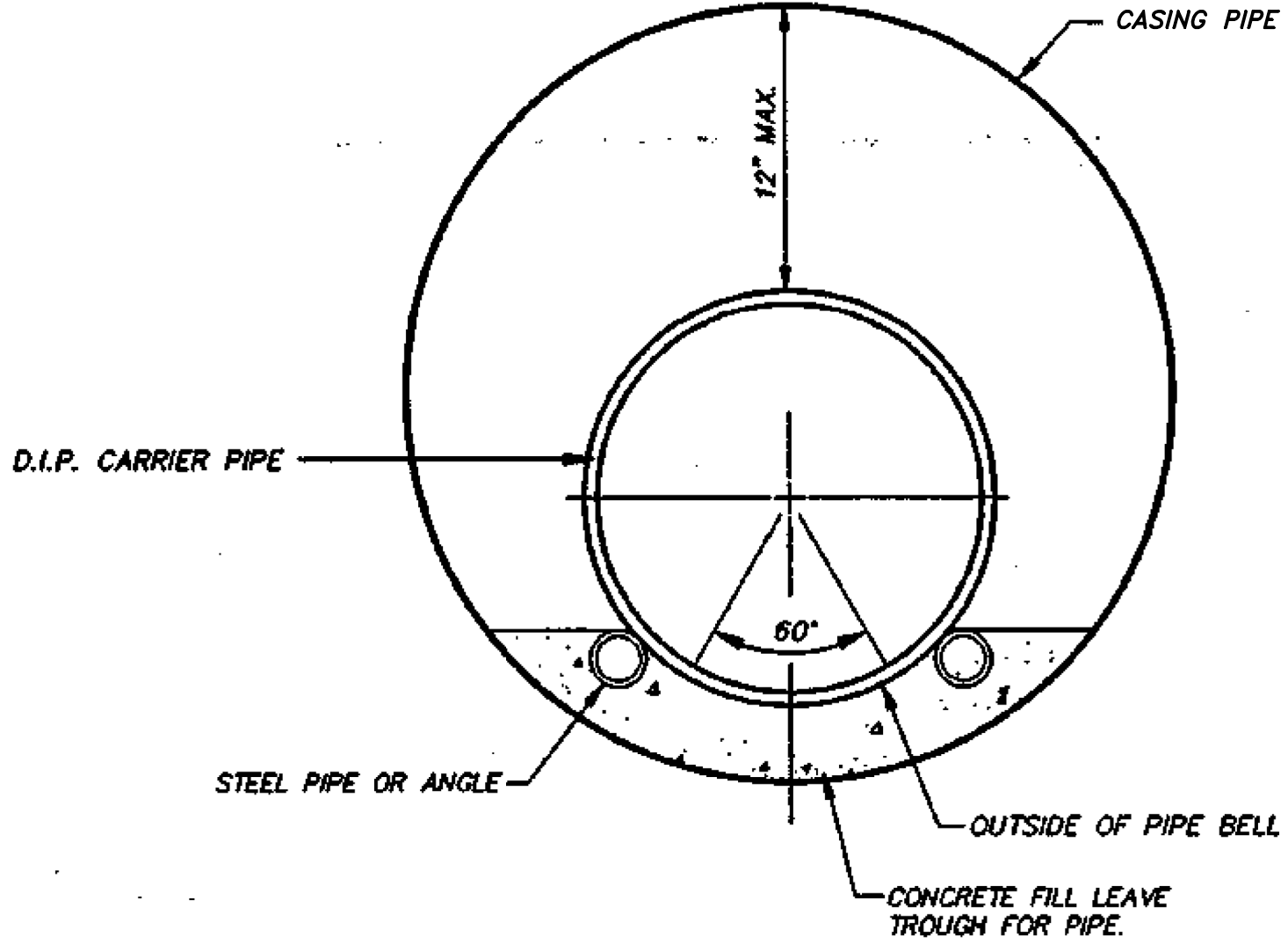
- CLTWATER DETAIL SHEET 5 – FIRE HYDRANT
CLTWATER DETAIL #29 – LOWERING 6 TO 12-INCH WATER MAINS
CLTWATER DETAIL #DD – DEAD END THRUST – WALL BLOCKING WITH 2-INCH BLOW-OFF 6 TO 12-INCH MAINS
CLTWATER DETAIL #D-1 – SERVICE SADDLE CATHODIC PROTECTION ON PVC MAINS – PART 1
CLTWATER DETAIL #D-2 – SERVICE SADDLE CATHODIC PROTECTION ON PVC MAINS – PART 2
CLTWATER DETAIL #D-3 – SERVICE SADDLE CATHODIC PROTECTION ON PVC MAINS – PART 3
CLTWATER DETAIL #FF – CAST IRON VALVE BOX 12-INCH AND SMALLER VALVES
CLTWATER DETAIL #G – NEW WATER MAIN JUMPER SCHEMATIC 2-24-INCH MAINS
CLTWATER DETAIL #GG – VALVE BOX ADJUSTMENTS FOR PAVEMENT RESURFACING
CLTWATER DETAIL #HH – VALVE BOX ASSEMBLY INSTALLATION 12-INCH AND SMALLER VALVES
CLTWATER DETAIL #MM – VALVE BOX CONCRETE GRADE RINGS AND FOOTINGS
CLTWATER DETAIL #TW 1-3 – TRACER WIRE – WATER MAIN
CLTWATER DETAIL #VV – BW FIRE HYDRANT PAINT COLOR SCHEMES – CMUD-CFD STANDARDS – PUBLIC AND PRIVATE HYDRANTS

TYPE "4"
(BEDDING FOR D.I. PIPE)



PIPE BEDDED IN SAND, GRAVEL OR CRUSHED STONE TO A DEPTH OF 1/8 PIPE DIAMETER, 4" MINIMUM UNDER PIPE. TRENCH BACKFILLED IN LOOSE 6" LAYERS COMPACTED TO TOP OF TRENCH USING LOCAL EXCAVATED MATERIAL, IF APPROVED BY THE ENGINEER, OR SELECT MATERIAL. ALL MATERIAL SHALL BE FREE OF ROCKS, FOREIGN MATERIAL, AND FROZEN EARTH. COMPACTION SHALL BE TO APPROX. 95% DENSITY IN ACCORDANCE WITH AASHTO T-99 AS MODIFIED BY THE DEPARTMENT OF TRANSPORTATION.

MAXIMUM TRENCH WIDTH AT TOP OF PIPE			
NOMINAL PIPE SIZE (INCHES)	TRENCH WIDTH (INCHES)	NOMINAL PIPE SIZE (INCHES)	TRENCH WIDTH (INCHES)
4	28	20	44
6	30	24	48
8	32	30	54
10	34	36	60
12	36	42	66
14	38	48	72
16	40	54	78
18	42		



NOTES:

1. SEAL ENDS OF CASING PIPE PER SPECIFICATIONS
2. IF CONCRETE FILL IS PLACED LEVEL (NO TROUGH), THE WATER MAIN SHALL BE INSTALLED WITH CASING SPACERS AND THE STEEL PIPE/ANGLES MAY BE DELETED.
3. AFTER BORING OPERATIONS HAVE BEEN COMPLETED THE CONTRACTOR WILL INSTALL THE CARRIER PIPE IN A MANNER APPROVED BY THE ENGINEER. CONCRETE FILL (1:3 PORTLAND CEMENT GROUT) WILL THEN BE PLACED AFTER COMPLETING INSTALLATION OF THE WATER PIPE WITHIN THE CASING PIPE AS DIRECTED BY THE ENGINEER AND END ENCLOSURE WALLS INSTALLED AS SHOWN ON THE CONSTRUCTION PLANS OR STANDARD DETAILS. ENDS OF THE CASING PIPE WILL BE SEALED WITH AN EIGHT (8) INCH MASONRY WALL ON THE LOWER END AND A TWELVE (12) INCH MASONRY WALL ON THE HIGHER END. WEEP HOLES WILL BE PROVIDED ON THE DOWNSTREAM END FOR DRAINAGE – SEE STD. DETAIL #16.

No.		Date	By	Revision

Job No.		File No.	
Scales		NTS	
PLAN			
PROFILE	Hor.		
	Vert.		
As Built	Date		
Surveyed By	Designed By	Drawn By	Project-Engr

MSW		K. B. Lee		2/19/16		Sheet 6	
Project-Engr		Approved By		Date			

CHARLOTTE-MECKLENBURG
UTILITY DEPARTMENT
ENGINEERING DIVISION
CHARLOTTE, NORTH CAROLINA

STANDARD DETAIL
WATER

CASING PIPE END SEAL

9/29/2023

STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

STV
NORTH CAROLINA
Professional Engineer
025221
ANDREW'S VANCE
N.C.P.E.

No.	Date	By	Revision

Job No.		File No.	
Scales		N/A	
PLAN			
PROFILE	Hor.	N/A	
	Vert.	N/A	
As Built	Date		
CES	ASV	NKA	ASV
Surveyed By	Designed By	Drawn By	Project-Engr

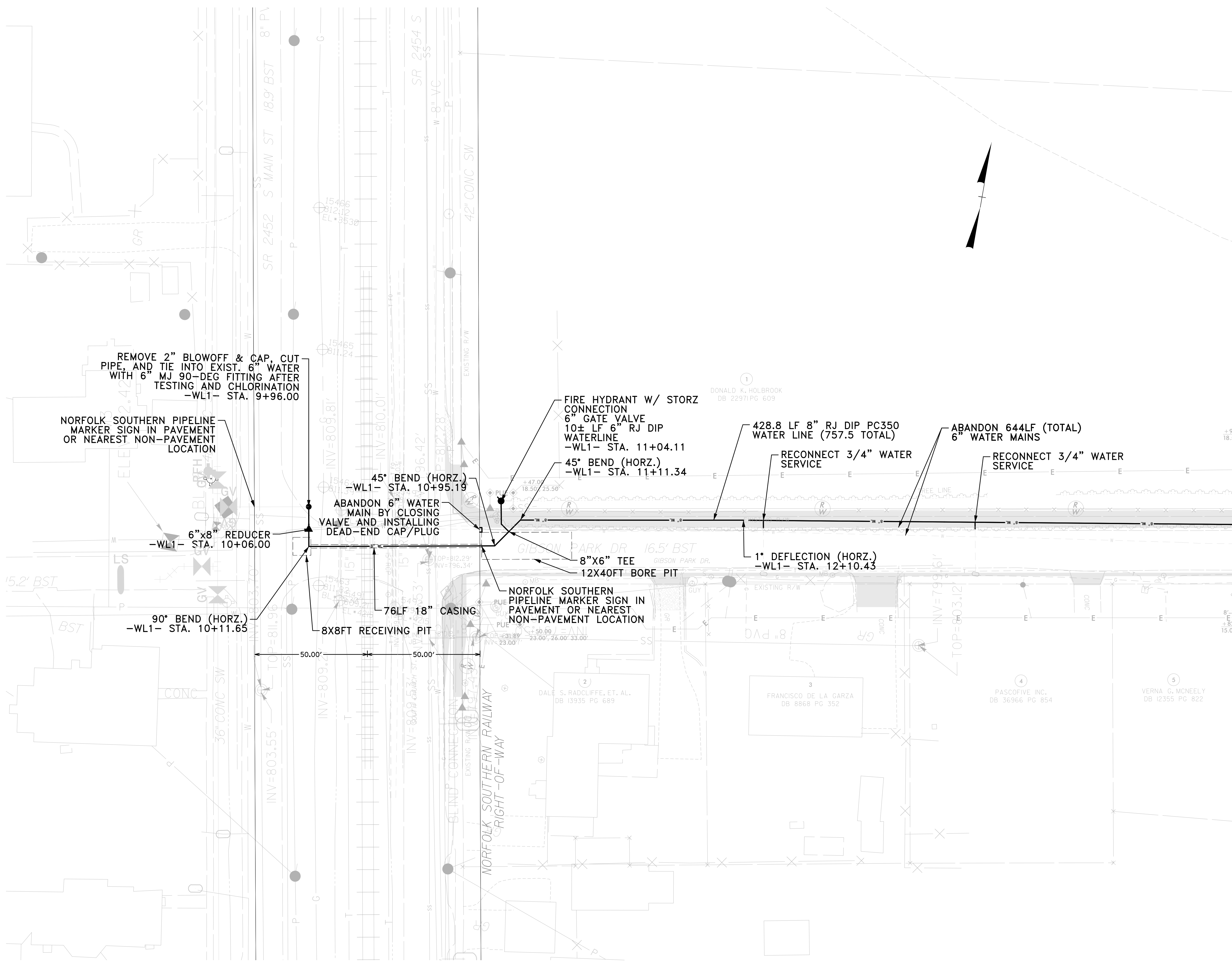
CPM-20-25-228		GIBSON PARK DR WATER LINE RELOCATION	
Job No.		File No.	
Scales		N/A	
PLAN			
PROFILE	Hor.	N/A	
	Vert.	N/A	
As Built	Date		
CES	ASV	NKA	ASV
Surveyed By	Designed By	Drawn By	Project-Engr

NOTES, MATERIALS AND SHEET INDEX	

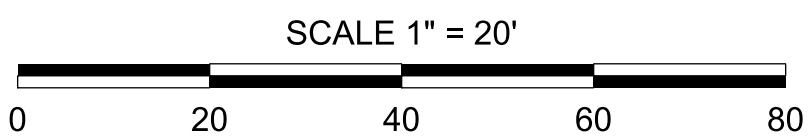
5/4/23		Sheet 6	
Date		U3	

8/17/99

- NOTES
1. THIS INSTALLATION WILL REQUIRE NON-STOP CONTINUOUS BORING, TRACK MONITORING, TRACK MONITORING PLANS, AND SHORING PLAN DUE TO EXCAVATION WITHIN NS PROPERTY.

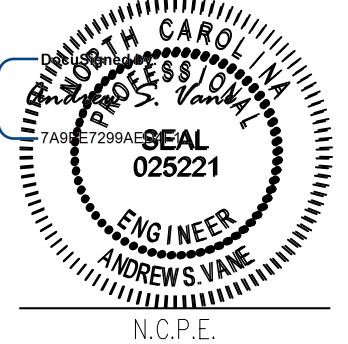


MATCHLINE -WL1- STA 14+29 (SHEET UC-5)





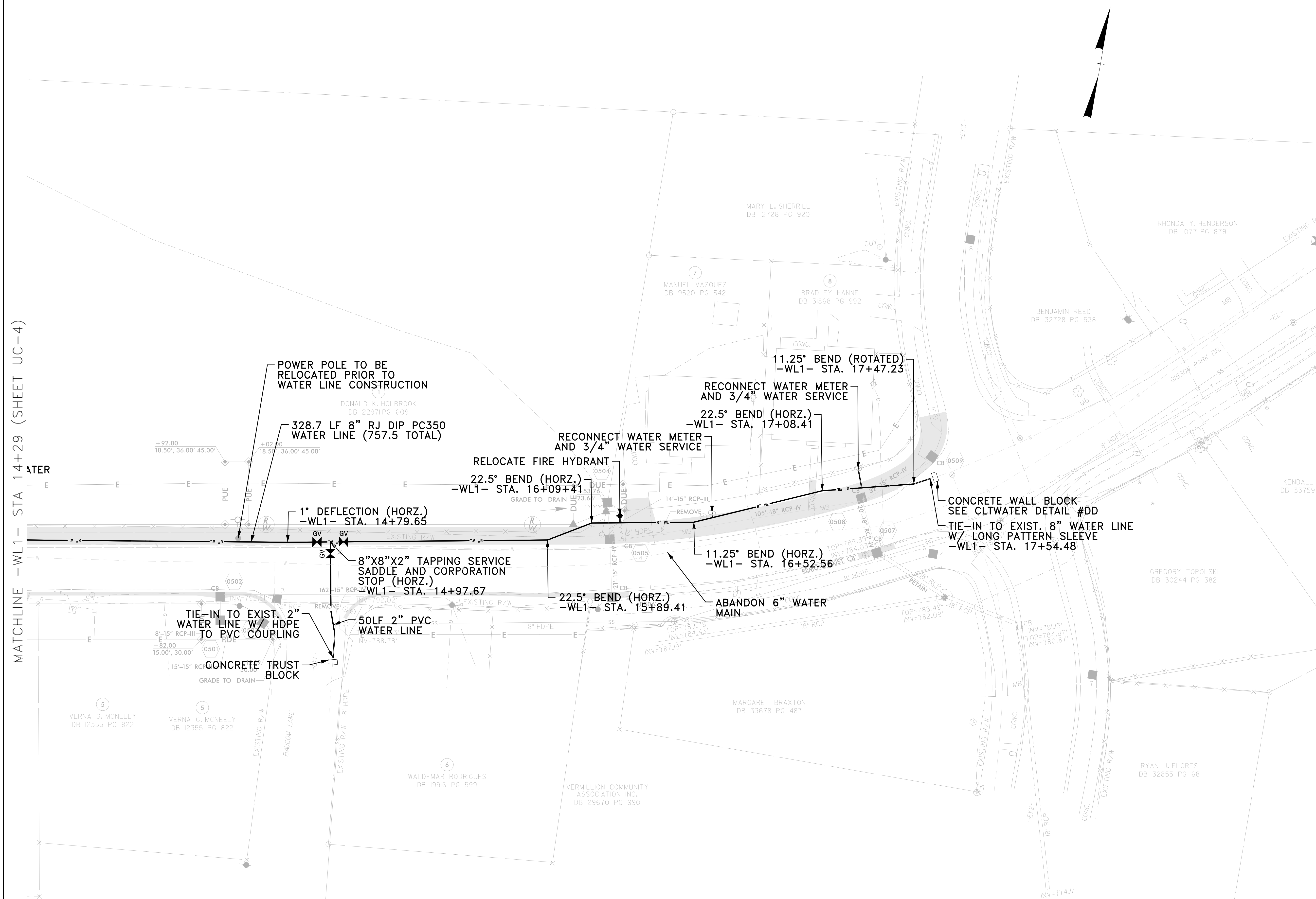
STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991



9/29/2023

CHARLOTTE WATER		CHARLOTTE WATER			
Charlotte, North Carolina		Charlotte, North Carolina			
CPM-20-25-228		GIBSON PARK DR WATER LINE RELOCATION			
Job No. _____ File No. _____		8" WATER MAIN STA. 10+00 TO 14+29			
Scales 1"=20'					
PLAN _____					
PROFILE _____					
As Built _____					
Date _____					
CES	NKA	NKA	ASV		5/4/23
Surveyed By	Designed By	Drawn By	Project-Engr	Approved By	Date
					U4
					6

No.	Date	By	Revision



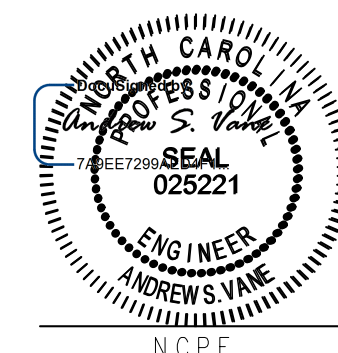
MATCHLINE -WL1- STA 14+29 (SHEET UC-4)

9/29/2023 10:07:15 AM \$FILES\$

9/29/2023



STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991

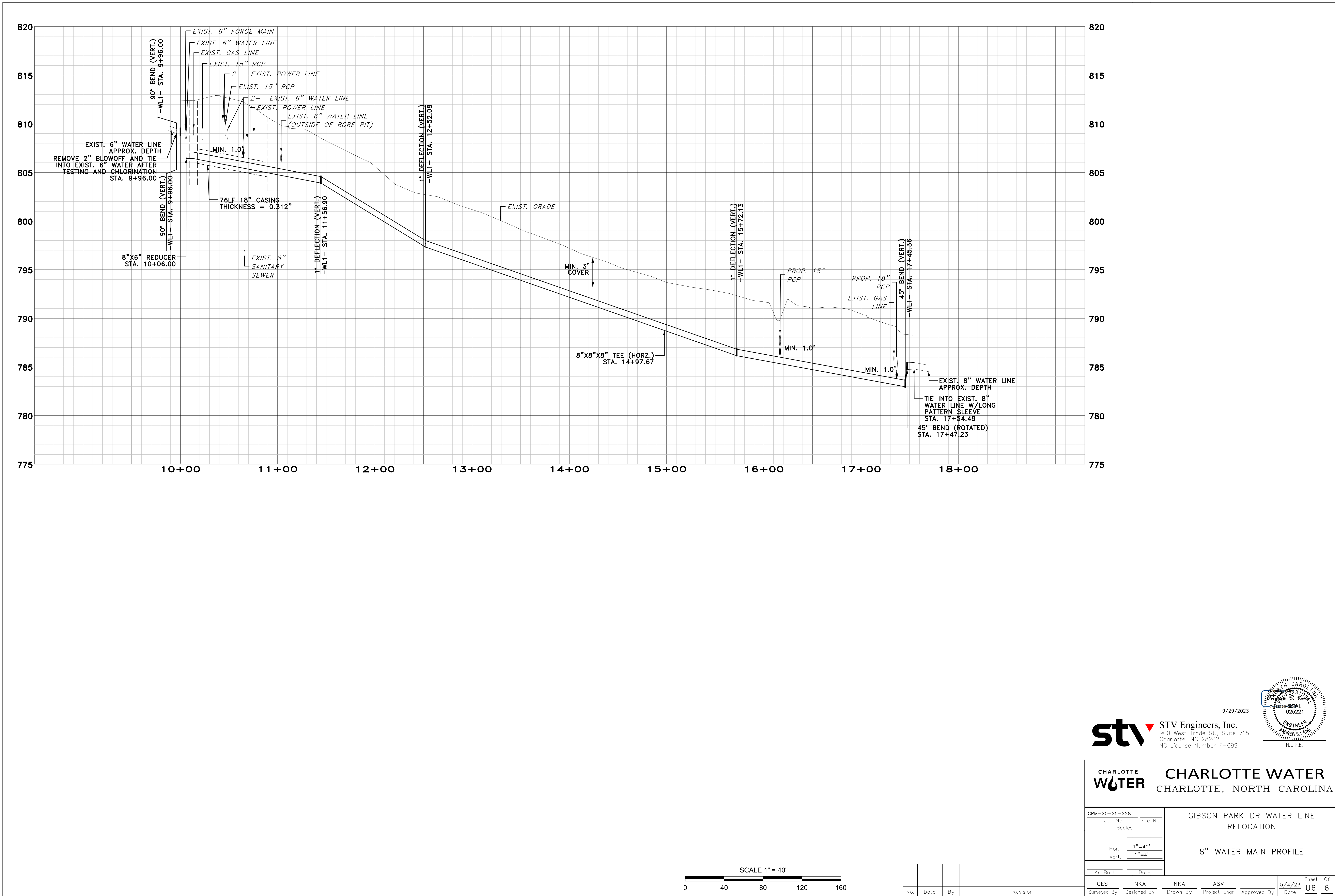


CHARLOTTE
WATER

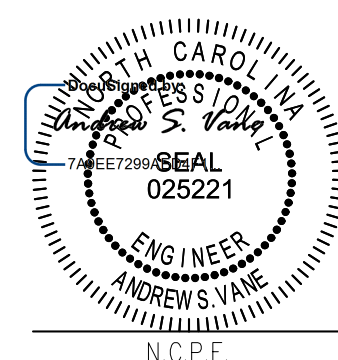
CHARLOTTE WATER

CHARLOTTE, NORTH CAROLINA

CPM-20-25-228		GIBSON PARK DR WATER LINE RELOCATION					
Job No. _____							
Scales 1"=20'		8" WATER MAIN STA. 14+29 TO 17+57					
PLAN							
PROFILE							
Hor. _____ Vert. _____							
As Built _____		Date _____					
CES	NKA	ASV	5/4/23	Sheet	Of		
Surveyed By	Designed By	Drawn By	Project-Eng	Approved By	Date	U5	6



STV Engineers, Inc.
900 West Trade St., Suite 715
Charlotte, NC 28202
NC License Number F-0991



CHARLOTTE WATER		CHARLOTTE WATER	
CHARLOTTE, NORTH CAROLINA		CHARLOTTE, NORTH CAROLINA	
CPM-20-25-228		GIBSON PARK DR WATER LINE RELOCATION	
Job No. File No.		8" WATER MAIN PROFILE	
Scales			
Hor. 1"=40'			
Vert. 1"=4'			
As Built			
Date			
CES	NKA	NKA	ASV
Surveyed By	Designed By	Drawn By	Project-Engr
			Approved By
			Date
			5/4/23
			Sheet
			U6
			Of
			6

EXHIBIT B - ITEMIZED PROPOSAL

Gibson Park Phase 2

Line Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$20,000.00	\$20,000.00
2	Construction Surveying	1	LS	\$12,500.00	\$12,500.00
3	Supplementary Clearing and Grubbing	1	ACR	\$0.01	\$0.01
4	Grading	1	LS	\$115,000.00	\$115,000.00
5	Foundation Conditioning Material, Minor Structures	40	TON	\$35.00	\$1,400.00
6	Foundation Conditioning Geotextile	130	SY	\$3.00	\$390.00
7	15" RC Pipe Culverts, Class III	37	LF	\$105.00	\$3,885.00
8	15" RC Pipe Culverts, Class IV	215	LF	\$130.00	\$27,950.00
9	18" RC Pipe Culverts, Class IV	125	LF	\$135.00	\$16,875.00
10	Pipe Removal	52	LF	\$30.00	\$1,560.00
11	Aggregate Base Course (For Driveways)	10	TON	\$65.00	\$650.00
12	Incidental Milling	300	SY	\$29.00	\$8,700.00
13	Asphalt Conc Base Course, Type B25.0C	140	TON	\$100.00	\$14,000.00
14	Asphalt Conc Surface Course, Type S9.5C	240	TON	\$100.00	\$24,000.00
15	Asphalt Binder for Plant Mix	25	TON	\$900.00	\$22,500.00
16	Asphalt Plant Mix, Pavement Repair	90	TON	\$180.00	\$16,200.00
17	Masonry Drainage Structures	9	EA	\$3,000.00	\$27,000.00
18	Frame with Two Frates, STD 840.16	3	EA	\$950.00	\$2,850.00
19	Frame with Grate & Hood, STD 840.03, Type E, F and G	6	EA	\$950.00	\$5,700.00
20	2'-6" Concrete Curb and Gutter	570	LF	\$40.00	\$22,800.00
21	4" Concrete Sidewalk	520	SY	\$75.00	\$39,000.00
22	Concrete Curb Ramps	4	EA	\$2,000.00	\$8,000.00
23	6" Concrete Driveway	90	SY	\$90.00	\$8,100.00
24	Traffic Control, Pavement Marking and Signage	1	LS	\$50,000.00	\$50,000.00
25	Temporary Silt Fence	150	LF	\$4.00	\$600.00
26	Stone for Erosion Control, Class A	25	TON	\$80.00	\$2,000.00
27	Stone for Erosion Control, Class B	5	TON	\$80.00	\$400.00
28	Sediment Control Stone	60	TON	\$60.00	\$3,600.00
29	Temporary Mulching	1	ACR	\$0.01	\$0.01
30	Seed for Temporary Seeding	100	LB	\$0.01	\$1.00
31	Fertilizer for Temporary Seeding	0.5	TON	\$0.01	\$0.01
32	Temporary Slope Drains	200	LF	\$0.01	\$2.00
33	Safety Fence	60	LF	\$3.00	\$180.00
34	Silt Excavation	30	CY	\$15.00	\$450.00
35	Matting for Erosion Control	6250	SY	\$2.00	\$12,500.00
36	1/4" Hardware Cloth	250	LF	\$8.00	\$2,000.00
37	Coir Fiber Wattle	370	LF	\$15.00	\$5,550.00
38	Seeding & Mulching	3	ACR	\$3,600.00	\$10,800.00
39	Mowing	3	ACR	\$0.01	\$0.03
40	Seed for Repair Seeding	50	LB	\$0.01	\$0.50
41	Fertilizer for Repair Seeding	0.25	TON	\$0.01	\$0.00
42	Seed for Supplemental Seeding	50	LB	\$0.01	\$0.50
43	Fertilizer Topdressing	0.75	TON	\$0.01	\$0.01
44	Specialized Hand Mowing	10	MHR	\$0.01	\$0.10
45	Response for Erosion Control	13	EA	\$0.01	\$0.13
46	Concrete Washout Structure	1	EA	\$500.00	\$500.00
47	2" PVC Water Line w/Fittings	50	LF	\$53.78	\$2,689.00
48	6" PC350 RJ DI Water Line w/Fittings	20	LF	\$179.54	\$3,590.80
49	8" PC350 RJ DI Water Line w/Fittings	758	LF	\$95.50	\$72,389.00
50	Fire Hydrant Assembly w/6" Guard Valve	1	EA	\$12,155.00	\$12,155.00
51	8" Gate Valve	3	EA	\$3,967.00	\$11,901.00
52	8" Tapping Saddle & Corp Stop	1	EA	\$4,200.00	\$4,200.00
53	2" Tie-In w/Concrete Thrust Block	1	EA	\$1,800.00	\$1,800.00
54	6" Tie-In to Existing Water Line	1	EA	\$4,250.00	\$4,250.00
55	8" Tie-In w/CLTWater Std #DD Concrete Thrust Blocking	1	EA	\$5,183.00	\$5,183.00
56	Reconnect 3/4" Water Service	4	EA	\$1,800.00	\$7,200.00
57	Abandon 6" Water Line/Cap	644	LF	\$8.00	\$5,152.00
58	NS RR Guaranteed Jack and Bore 18" Casing	76	LF	\$825.00	\$62,700.00
59	Bore Pit w/Receiving Pit	1	EA	\$9,500.00	\$9,500.00
60	NS RR Liability Insurance	1	EA	\$25,000.00	\$25,000.00
61	NS Flagging	1	LS	\$40,000.00	\$40,000.00
62	Saw Cut Existing Pavement	200	LF	\$4.50	\$900.00
63	Incidental #67 Stone Undercut	50	TN	\$45.00	\$2,250.00
64	Testing/Flushing/Chlorination	1	EA	\$2,500.00	\$2,500.00
TOTAL BID AMOUNT FOR PROJECT =		\$761,004.10			

EXHIBIT B – ITEMIZED PROPOSAL

Country Boy Landscaping, Inc 2/12/25
Company Name Date

Chris C Cartner President
Print Name Title

CC
Signature

EXHIBIT C – STANDARD CONSTRUCTION SERVICES CONTRACT



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

CONTRACT FOR CONSTRUCTION SERVICES

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

PROJECT: Gibson Park Phase 2 Sidewalk Project
LOCATION:

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

WITNESSETH:

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

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

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

9. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by specifications.
10. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
11. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
12. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
13. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
14. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
15. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
16. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
17. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town \$1000 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.

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

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

Contractor

Town of Huntersville

Name:

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

Town Manager

By:

[Signature]
(Signature)

Attest:

Town Clerk

Title:

President
COUNTRY BOY LANDSCAPING, INC.
CORPORATE
SEAL
HUNTERSVILLE, N.C.

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

Attest:

[Signature]
(Secretary, if a corporation)

Finance Director

EXHIBIT C1

STANDARD TERMS & CONDITIONS

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

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

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

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

22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Work actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Buyer.** references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
33. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
34. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

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

EXHIBIT C2

MINIMUM INSURANCE REQUIREMENTS

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

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

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

b. **Comprehensive General Liability Insurance**

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

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

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

c. **Deductible**

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

d. **Other Insurance**

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

e. **Proof of Carriage**

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

EXHIBIT D– PERFORMANCE AND PAYMENT BONDS

(Insert Bonds Accordingly)

Performance Bond**CONTRACTOR:**

(Name, legal status and address)
Country Boy Landscaping, Inc.
429 Old Mocksville Road
Statesville, NC 28625

OWNER:

(Name, legal status and address)
Town of Huntersville
101 Huntersville-Concord Road
Huntersville, NC 28078

CONSTRUCTION CONTRACT

Date:

Amount: \$761,004.00 Seven Hundred Sixty One Thousand Four
Dollars and 00/100

Description:

(Name and location) Gibson Park Phase 2 Sidewalk Improvements

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$761,004.00 Seven Hundred Sixty One Thousand Four Dollars and 00/100

Modifications to this Bond:

☒ None☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company:

Country Boy Landscaping, Inc.

SURETY

Company:

Swiss Re Corporate Solutions America Insurance Corporation

Signature:

Name

Chris C. Carter

and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name

Jennifer L. Clampert

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

IMA, Inc.

167 E. Chatham Street

Suite 300

Cary, NC 27511

(980) 486-17744

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

MICHAEL LISCHER, JR., NICOLE L. McCOLLAM, BRANDI J. TETLEY, AMY COONTS, JENNIFER L. CLAMPERT,
LINDSEY MINUTILLO, DANIELLE WARING, DAVID DONDLINGER, and ASHLEA McCAUGHEY

JOINTLY OR SEVERALLY

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

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

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

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

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



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

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



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

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

☒ SS

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

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

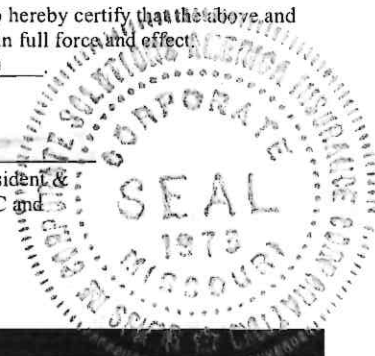


Christina Manisco
Christina Manisco, Notary

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

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

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



Payment Bond

Bond No.2365364

CONTRACTOR:

(Name, legal status and address)

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

OWNER:

(Name, legal status and address)

Town of Huntersville
101 Huntersville-Concord Road
Huntersville, NC 28078

CONSTRUCTION CONTRACT

Date:

Amount: \$761,004.00 Seven Hundred Sixty One Thousand Four Dollars and 00/100

Description:

(Name and location) Gibson Park Phase 2 Sidewalk Improvements

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$761,004.00 Seven Hundred Sixty One Thousand Four Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Country Boy Landscaping, Inc.

(Corporate Seal)

Signature

Name Chris C. Carter

and Title: President

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

Swiss Re Corporate Solutions America Insurance Corporation

(Corporate Seal)

Signature:

Name Jennifer L. Clampert

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

IMA, Inc.

167 E. Chatham Street,

Suite 300

Cary, NC 27511

(980) 486-17744

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5. 1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

MICHAEL LISCHER, JR., NICOLE L. McCOLLAM, BRANDI J. TETLEY, AMY COONTS, JENNIFER L. CLAMPERT,
LINDSEY MINUTILLO, DANIELLE WARING, DAVID DONDLINGER, and ASHLEA McCAUGHEY

JOINTLY OR SEVERALLY

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

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

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

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

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



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

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



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

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

☒ SS

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

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10 day of NOVEMBER, 20 22.

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

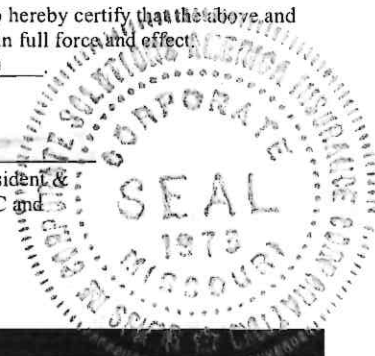


EXHIBIT E – TOWN OF HUNTERSVILLE UNIFORM GUIDANCE CONFLICTS OF INTEREST AND NONDISCRIMINATION POLICY

I. OBJECTIVE.

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

II. Policy.

A. Application of Policy.

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

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

B. Compliance with Law.

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

C. Adopted Uniform Guidance Policies.

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

D. Amendment.

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

III. Employee Responsibilities.

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

A. Conflicts of Interest.

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

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

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

B. Gifts.

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

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

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

III. Nondiscrimination

A. General

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

B. Specific Acts Prohibited

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

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

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

C. Complaint Tracking

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

IV. Violation.

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

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

EXHIBIT F - NON-COLLUSION AFFIDAVIT OF CONTRACTOR

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Chris C. Cartner, being first duly sworn, deposes and says that:
(Name)

(1) She/He is President of Country Boy Landscaping, Inc.
(Title) (Company)
Contractor that submitted the attached RFB;

(2) She/he is fully informed respecting the preparation and contents of the attached RFB and of all pertinent circumstances respecting such RFB;

(3) Such RFB was genuine and not a collusive or sham RFB;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham RFB in connection with the Contract for which the attached RFB has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached RFB of any other Bidder, or to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Matthews or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached RFB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees or parties in interest including this affiant.

Signature: [Signature] Date: 2/12/25 Title: President

Subscribed and sworn to before me
this 11th day of February, 2025.

Hannah H. Couch
Notary Public

My Commission Expires: Sept. 15, 2029

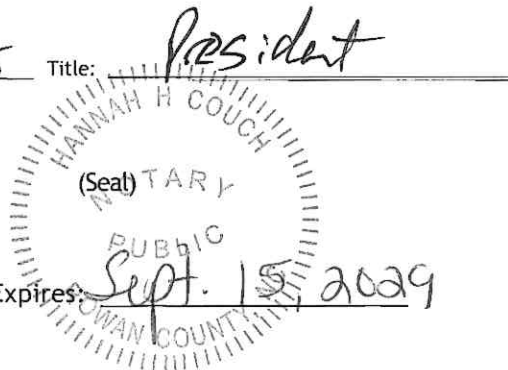


EXHIBIT G - CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

_____, _____ of
(Name) (Title)

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

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

_____, _____ Date: _____
Contractor

Title

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

(Seal)

_____ My Commission Expires: _____

EXHIBIT H- BID BOND



BID BOND

Principal: Country Boy Landscaping, Inc.
Name of Principal Contractor
Surety: Swiss Re Corporate Solutions America Insurance Corporation
Name of Surety
Contract Number: Gibson Park Phase 2 Sidewalk Improvements County: Mecklenburg
Date of Bid: 02/12/2025

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

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

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

This the 12th day of February, 20 25

Swiss Re Corporate Solutions America Insurance Corporation
Surety

By Nicole L. McCollam
General Agent or Attorney-in-Fact Signature

Nicole L. McCollam, Attorney-in-Fact
Print or type Signer's Name



BID BOND
CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Country Boy Landscaping, Inc.

Full name of Corporation

429 Old Mocksville Road, Statesville , NC 28625

Address as prequalified

By



Signature of President, Vice-President, Assistant Vice-President

Select appropriate title



Affix Corporate Seal

Chris C Cartner

Print or type Signer's name

Attest



Signature of Secretary, Assistant Secretary

Select appropriate title

Hannah H. Couch

Print or type Signer's name

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

MICHAEL LISCHER, JR., NICOLE L. McCOLLAM, BRANDI J. TETLEY, AMY COONTS, JENNIFER L. CLAMPERT,
LINDSEY MINUTILLO, DANIELLE WARING, DAVID DONDLINGER, and ASHLEA McCAUGHEY

JOINTLY OR SEVERALLY

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

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

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

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

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



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

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



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

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

§§

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

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of February, 20 25.

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



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

Adopted: December 2, 2019

RULE 1. INITIATING MEDIATED SETTLEMENT CONFERENCES

A. Purpose of Mandatory Settlement Conferences. These Rules are promulgated to implement a system of settlement events which are designated to focus the parties' attention on settlement rather than on claim preparation and to provide a structured opportunity for settlement negotiations to take place. Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.

B. Applicability/Initiating the Dispute Resolution Process

1. Applicability. These Rules Implementing Mediated Settlement Conferences in Town of Huntersville Construction Projects ("Rules") shall apply to any party to a contract related to a Town of Huntersville construction project involving the erection, construction, alteration or repair of a building as required by N.C.G.S. § 143-128. These Rules shall also apply to any party to a contract, involving any other Town construction project, which by its terms incorporates these Rules. As used herein "party to a contract" shall include, but not be limited to, contractors, subcontractors, and design professionals and their subcontractors.
2. Initiating the Dispute Resolution Process. Any party to a contract who is a party to a dispute arising out of the construction process in which the amount in controversy is at least \$15,000 may submit a written request to the Town Representative for mediation of the dispute. As used herein, the "Town Representative" shall refer to the person(s) designated as the Town Representative for the purposes of these Rules, or if no one is so designated, "Town Representative" shall refer to the person(s) designated as project manager, project liaison, or notice agent(s) for the Town in the contract between the Town and prime contractor or Project Designer. Disputes of less than \$15,000 are not subject to these Rules.

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

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

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

RULE 2. SELECTION OF MEDIATOR

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

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

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

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

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

RULE 3. THE MEDIATED SETTLEMENT CONFERENCE

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

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

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

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

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

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

RULE 5. AUTHORITY AND DUTIES OF MEDIATOR

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

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

RULE 6. COMPENSATION OF THE MEDIATOR

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

RULE 7. MEDIATOR CERTIFICATION.

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

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

RULE 8. RULE AMENDMENTS.

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

RULE 9. TIME LIMITS.

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



Request for Board Action

April 1, 2025

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: First Amendment to the 2024 General Obligation Park bond Capital Project Ordinance

EXPLAIN REQUEST:

Approve the First Amendment to the 2024 General Obligation Park bond Project Ordinance to transfer unspent bonds from the Ramah Church Park to the Firestation #4 Park of \$2,660,014.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. 1st Amendment GO Bonds 2024 Capital Prj Ord



**1st AMENDMENT
TRANSPORTATION AND
PARKS AND RECREATION PROJECTS
CAPITAL PROJECT ORDINANCE**

WHEREAS, it has been determined that G.S. 159-45 and related chapters allow local governments to finance capital projects through the use of General Obligation Bonds; and

WHEREAS, the citizens of Huntersville voted on November 7, 2023 and approved the Transportation Bonds voting 77.64% in favor and Parks and Recreation Bonds voting 74.72% in favor; and

WHEREAS, the Board is considering a Resolution to adopt the sale of \$25,000,000 Transportation General Obligation Bonds and \$4,000,000 of Parks and Recreation General Obligation Bonds on September 17, 2024, and

WHEREAS, the bonds anticipated sale on October 8, 2024, and

WHEREAS, in accordance with North Carolina General Statute 159-13.2, the Town is authorized to establish a balanced project ordinance for projects involving the construction or acquisition of capital assets; and

WHEREAS, to align the Ramah Church Park construction with the construction of FireStation #5 funds are being transferred to the Firestation #4 Park; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville that a Project Ordinance is hereby adopted as follows:

SECTION 1. RAMAH CHURCH PARK. The Ramah Church Park is authorized to develop a park master plan for this site through public input and construct the park. This will include planning, permitting, engineering design, and construction.

SECTION 1.1 The following amounts are appropriated for the project:

	9/17/2024	4/1/2025	
	Original	1st	Total
	Budget	Amendment	Budget
Ramah Church Park			
TOTAL PROJECT COSTS	<u>\$ 2,800,000</u>	<u>\$ (2,660,014)</u>	<u>\$ 139,986</u>

SECTION 1.2 The following revenues are anticipated to be available to complete this project:

	9/17/2024	4/1/2025	
	Original	1st	Total
	Budget	Amendment	Budget
2024 Parks and Recreation Bonds	\$ 2,800,000	\$ (2,660,014)	\$ 139,986
TOTAL REVENUE	<u>\$ 2,800,000</u>	<u>\$ (2,660,014)</u>	<u>\$ 139,986</u>

SECTION 2. FIRESTATION #4 PARK. The Firestation #4 Park is authorized to develop a park master plan for this site through public input and construct the park. This will include planning, permitting, engineering design, and construction.

SECTION 2.1 The following amounts are appropriated for the project:

	9/17/2024	4/1/2025	
	Original	1st	Total
	Budget	Amendment	Budget
Firestation Park #4			
TOTAL PROJECT COSTS	\$ 200,000	\$ 2,660,014	\$ 2,860,014

SECTION 2.2 The following revenues are anticipated to be available to complete this project:

	9/17/2024	4/1/2025	
	Original	1st	Total
	Budget	Amendment	Budget
2024 Parks and Recreation Bonds	\$ -	\$ 2,660,014	\$ 2,660,014
General Fund balance	200,000	-	200,000
TOTAL REVENUE	\$ 200,000	\$ 2,660,014	\$ 2,860,014

SECTION 3. The officers of the unit are hereby directed to proceed with the capital project within the terms of the bond resolution, grant documents, and the budget contained herein. Such authorization includes but is not limited to bidding, awarding and entering into contracts as necessary to carry out the capital project as allowed by law and after review by the Town Attorney for compliance with lawful procedures.

SECTION 4. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out these projects.

Duly Adopted this 1st day of April 2025.

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



Request for Board Action

April 1, 2025

To: The Honorable Mayor and Board of Commissioners

From: Patrick Patterson, Planner II

Subject: Call a Public Hearing for Petition #ANNEX25-01- Fox Vale Subdivision

EXPLAIN REQUEST:

Call a public hearing for Tuesday, May 6th, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #ANNEX 25-01, a request by the Bowman Development Group, Inc., for the contiguous annexation of parcels identified as Fox Vale Subdivision (PID 01938117 and 02103126).

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Fox Vale Subdivision - Certificate of Sufficiency - 20250310 Signed
2. Fox Vale Annexation Petition



CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition from Bowman Development Group, Inc. for the contiguous annexation of certain property known as Fox Vale Subdivision, and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Huntersville primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a contiguous area pursuant to NCGS §160A-31.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 10th day of march, 2025.




Janet Pierson, Town Clerk



Annexation **P**etition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. Parcels proposed to be Annexed:

01938117 AND 02103126

3. The area to be annexed is contiguous (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

- (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and
- (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) does not [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

Petitioner & Owner Signature

Petitioner

Petitioner: BOWMAN DEVELOPMENT GROUP, INC. - ROBERT BOWMAN

01938117 AND 02103126
Parcel(s) Owned


Signature of Petitioner

12-12-24

Date

Signature of All Owners of Property Proposed for Annexation

1. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s)

Date

2. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s)

Date

3. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s)

Date

4. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s)

Date

ANNEXATION LEGAL DESCRIPTION FOR PARCELS #01938117 & 02103126

BEGINNING AT THE NORTHEAST CORNER, A POINT IN ASBURY CHAPEL ROAD (SR 2442), SAID POINT BEING S 82°14'30" E 37.53 FEET FROM A FOUND #8 REBAR; THENCE S 17°51'52" E 278.35 FEET TO A FOUND #8 REBAR EAST OF ASBURY CHAPEL ROAD AND BEING A COMMON CORNER OF PROPERTY OWNED NOW OR FORMERLY BY KB HOME CHARLOTTE, LLC PER DEED BOOK 35855 AT PAGE 188 RECORDED IN THE UNION COUNTY PUBLIC REGISTRY ("THE REGISTRY") AND PROPERTY OWNED NOW OR FORMERLY BY LAURIE & BRIAN NAPIER PER DEED BOOK 35849 AT PAGE 419 OF THE REGISTRY; THENCE WITH SAID NAPIER PROPERTY S 35°32'34" W PASSING A FOUND #8 REBAR AT 46.80 FEET A TOTAL DISTANCE OF 153.16 FEET TO A POINT IN ASBURY CHAPEL ROAD (SR 2442), SAID POINT BEING A COMMON CORNER OF PROPERTY OWNED NOW OR FORMERLY BY JOSEPH R. WRIGHT PER DEED BOOK 35581 AT PAGE 900 IN THE REGISTRY; THENCE ALONG THE LINE OF SAID WRIGHT PROPERTY N 68°54'20" W 679.98 FEET TO A FOUND ½ INCH SMOOTH ROD 2.5 FEET ABOVE GRADE; SAID ROD FOUND IN THE LINE OF PROPERTY OWNED NOW OR FORMERLY BY JEFFREY WILSON BROWN, JOANNE BROWN MILLER AND RUTH MARILYN BROWN PER DEED BOOK 7149 AT PAGE 803 IN THE REGISTRY; THENCE ALONG SAID MILLER AND BROWN PROPERTY N 35°17'32" E 48.83 FEET TO A FOUND #8 REBAR; THENCE CONTINUING N 17°35'44" W 186.26' TO A POINT IN CANE CREEK, SAID POINT BEING A COMMON CORNER OF PROPERTY OWNED NOW OR FORMERLY BY JOHN AND BEATRIZ CABRERA PER DEED BOOK 29739 AT PAGE 447 IN THE REGISTRY AND PROPERTY OWNED NOW OR FORMERLY BY MARK AND LORI PATTERSON PER DEED BOOK 30792 AT PAGE 817 IN THE REGISTRY; THENCE ALONG SAID PATTERSON PROPERTY S 82°14'30" E, PASSING A FOUND #8 REBAR AT 38.27 FEET AND 625.48 FEET, A TOTAL DISTANCE OF 663.01 FEET TO THE POINT OF BEGINNING; CONTAINING 4.933 ACRES, MORE OR LESS.



Request for Board Action

April 1, 2025

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Principal Planner

Subject: Call a Public Hearing for Petition #R25-01 Alex Yards

EXPLAIN REQUEST:

Call a public hearing for Tuesday, May 6, 2025, at 6:00PM at Huntersville Town Hall on Petition #R25-01 Alex Yards, a request by Alexandriana Partners, LLC to rezone +/- 11.34 acres at the intersection of Alexandria Road and Mt Holly-Huntersville Road (PINs 01704204, 01704230, 01704203, 01704224, 01704201) from Corporate Business(CB) to Transit Oriented Development-Residential Conditional District(TOD-R-CD) for a multi-family development.

ACTION RECOMMENDED:

Call a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

April 1, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Conduct Public Hearing on Traffic Calming Measures on Dellwood Drive

EXPLAIN REQUEST:

Conduct public hearing on Traffic Calming measures on Dellwood Drive.

ACTION RECOMMENDED:

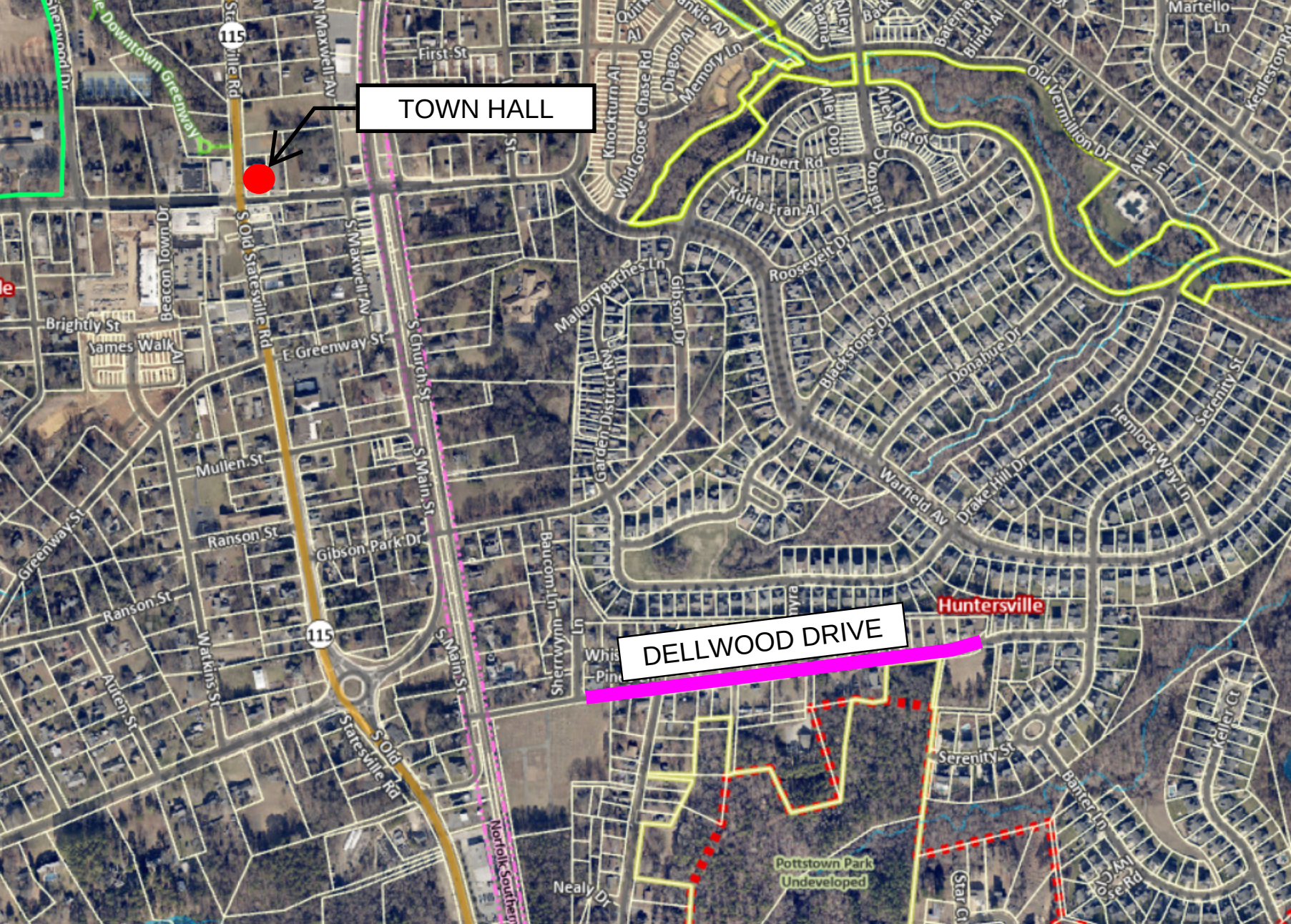
Conduct public hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Vicinity Map - Dellwood Dr



TOWN HALL

DELLWOOD DRIVE

Huntersville

Pottstown Park
Undeveloped



Request for Board Action

April 1, 2025

To: The Honorable Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Subject: Fiscal Year Goals

EXPLAIN REQUEST:

Consider approval of FY 2026 Goals.

ACTION RECOMMENDED:

Approve goals.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. FY 2026 Proposed Goals - Clean DRAFT
2. FY 2026 Proposed Goals - Redline DRAFT

DRAFT

TOWN OF HUNTERSVILLE

FY 2026 PROPOSED GOALS

Our vision is to be a safe, vibrant, and diverse community that is inclusive to all and where families and businesses thrive.

LAND USE DEVELOPMENT / PLANNING

Maintain a diverse long-range transportation and land use vision that provides a high quality of life

- Continue Implementation of short and medium term recommendations in the 2040 Huntersville Community Plan
- Continue to Implement recommendations in the Downtown Master Plan
- Complete and Implement a Small Area Plan for the Pottstown Community
- Determine next steps for Cashions property
- Review ordinances to improve affordable housing and sustainability efforts

FINANCE

Maintain a balanced budget with a healthy fund balance to provide excellent services

- Maintain AAA General Obligation bond rating which will lower future borrowing costs of funding the CIP
- Seek federal, state, and county grants/partnerships (CDBG grants, PARTF grants, and CRTPO funds) to fund projects
- Pursue technology-based accounts payable and receivable alternatives

PUBLIC SAFETY

Provide competent, courteous, professional, and community-oriented Police and Fire Services

- Enhance recruitment and training efforts to attract/retain quality officers
- Implement Magistrate services at HPD
- Purchase site for Station 2 replacement
- Plan for Fire Stations (1, 2, and 5)
- Complete Police space needs assessment

TRANSPORTATION INFRASTRUCTURE

Advance transportation projects to completion

- Use Powell Bill funds to pave/resurface 8-10 miles of Town maintained streets
- Begin research for alternate plan for Gilead Road -NC 115 intersection.
- Complete the following municipal street projects: Seagle Street/4th Street, Gibson Park Drive Phase 2, and Vanstory at Reese
- Complete the following sidewalk projects: Huntington Green Community, NC 115 at Harvest Point Drive, NC 115 from Bellamore to CVS, Bud Henderson from Kalston to Old Bud Henderson, and NC 115 from NMHS to Blythe Elementary
- Advocate/partner with NCDOT to advance local and regional projects
- Work with CATS to implement Micro-transit
- Work with CATS on Red Line Project

DRAFT

PARKS AND RECREATION / GREENWAYS

Provide safe, attractive, and high-quality parks, facilities, programs, and greenways

- Apply for PARTF grant and fund construction for Fire Station 4 Park
- Initiate design-build process for Ramah Church Park and Fire Station 5
- Construct North Mecklenburg Greenway
- Construct Waymer Park splash pad
- Develop/design Mecklenburg County agreement to fund Hwy 73 greenway bridge
- Diversify/expand event offerings/programs that incorporate physical and mental health
- Collaborate with the County to add emergency location signs to the greenway system

HOUSING

Provide a variety of housing options for all citizens

- Seek opportunities/partnerships with outside agencies like Lake Norman Community Development Corporation, Hope House, Ada Jenkins and Habitat for Humanity to advance affordable and workforce housing
- Seek funding or partnerships to revitalize and/or repair homes in areas of need such as Pottstown and Huntington Green
- Implement recommendations from Affordable Housing Task Force
- Work with agencies to determine Attainable Housing Alternatives
- Evaluate Town-owned land to for use as Affordable Housing

SUSTAINABILITY / NATURAL RESOURCES / ENVIRONMENT

Seek sustainable options to protect our natural resources and environment

- Seek opportunities to convert the town fleet toward electric/hybrid vehicles and streetlights/parking lot lights to LED
- Seek comprehensive stormwater solution for downtown
- Preserve Farmland on 73 and Beatties Ford Road
- Advance efforts toward Arborist / tree ordinance, Monarch Pledge and Community Garden

FACILITIES / ASSET MANAGEMENT

Provide sufficient space for community meetings and municipal services

- Complete construction on new Town Hall
- Engage in partnerships with HFFA to increase community awareness and increase memberships
- Complete utility burial along Gilead Road from post office to HES
- Begin construction on Hwy 73 electric substation to accommodate load growth and to build redundancy
- Consider pickleball court addition at HFFA
- Determine use of current Town Hall

DRAFT

TOWN OF HUNTERSVILLE

FY 2026 **PROPOSED** GOALS

Our vision is to be a safe, vibrant, and diverse community that is inclusive to all and where families and businesses thrive.

LAND USE DEVELOPMENT / PLANNING

Maintain a diverse long-range transportation and land use vision that provides a high quality of life

- ~~Begin~~ **Continue** Implementation of short and medium term recommendations in the 2040 Huntersville Community Plan
- ~~Begin~~ **Continue** to Implement recommendations in the Downtown Master Plan
- ~~Consider~~ **Adoption of the Mobility Plan**
- ~~Conduct~~ **Complete and Implement** a Small Area Plan ~~to study~~ **for** the Pottstown Community
 - **Determine next steps for Cashions property**
 - **Review ordinances to improve affordable housing and sustainability efforts**

FINANCE

Maintain a balanced budget with a healthy fund balance to provide excellent services

- Maintain AAA General Obligation bond rating which will lower future borrowing costs of funding the CIP
- ~~Issue Bond package for Transportation and Parks & Greenways to provide for future capital needs~~
- Seek federal, state, and county grants/partnerships (CDBG grants, PARTF grants, and CRTPO funds) to fund projects
- **Pursue technology based accounts payable and receivable alternatives**

PUBLIC SAFETY

Provide competent, courteous, professional, and community-oriented Police and Fire Services

- Enhance recruitment and training efforts to attract/retain quality officers
- Implement Magistrate services at HPD and ~~Victim's Advocate programs~~
- Purchase site for Station 2 replacement ~~and incorporate future funding for Station 2 and Station 5 in the CIP~~
- ~~Continue transition to directly funded Town Fire department~~
 - **Plan for Fire Stations (1, 2, and 5)**
 - **Complete Police space needs assessment**

DRAFT

TRANSPORTATION INFRASTRUCTURE

Advance transportation projects to completion

- Use Powell Bill funds to pave/resurface 5-7 ~~8-10~~ miles of Town maintained streets
- ~~Work with NCDOT to determine Gilead Road cross-section~~ **Begin research for alternate plan for Gilead Road -NC 115 intersection.**
- Complete the following municipal street projects: Seagle Street/4th Street, Gibson Park Drive Phase 2, and Vanstory at Reese
- Complete the following sidewalk projects: Huntington Green Community, NC 115 at Harvest Point Drive, NC 115 from Bellamore to CVS, Bud Henderson from Kalston to Old Bud Henderson, and NC 115 from NMHS to Blythe Elementary
- Advocate/partner with NCDOT to advance local and regional projects
- Work with CATS to implement Micro-transit
- **Work with CATS on Red Line Project**

PARKS AND RECREATION / GREENWAYS

Provide safe, attractive, and high-quality parks, facilities, programs, and greenways

- **Apply for PARTF grant and fund construction for Fire Station 4 Park**
- **Initiate design-build process for Ramah Church Park and Fire Station 5**
- ~~Develop Master Plan for Ramah Church Park/Station 5 and Fire Station 4 Park~~
- Construct North Mecklenburg Greenway
- Construct ~~North Mecklenburg Park~~ **Waymer Park** splash pad
- ~~Negotiate~~ **Develop/design** Mecklenburg County agreement to fund Hwy 73 greenway bridge
- Diversify/expand event offerings/programs that incorporate physical and mental health
- **Collaborate with the County to add emergency location signs to the greenway system**

HOUSING

Provide a variety of housing options for all citizens

- Seek opportunities/partnerships with outside agencies like Lake Norman Community Development Corporation, Hope House, Ada Jenkins and Habitat for Humanity to advance affordable and workforce housing
- Seek funding or partnerships to revitalize and/or repair homes in areas of need such as Pottstown and Huntington Green
- ~~Review recommendations from Mayoral Affordable Housing Task Force and determine next steps such as establishing an Attainable Housing Committee~~ **Implement recommendations from Affordable Housing Task Force**

DRAFT

- Work with agencies to determine Attainable Housing Alternatives
- Evaluate Town-owned land to for use as Affordable Housing

SUSTAINABILITY / NATURAL RESOURCES / ENVIRONMENT

Seek sustainable options to protect our natural resources and environment

- ~~Revise solar / renewable energy policy for Town electric customers~~
- Seek opportunities to convert the town fleet toward electric/hybrid vehicles and streetlights/parking lot lights to LED
- Seek comprehensive stormwater solution for downtown
- ~~Establish Sustainability Committee and bring back recommendations for the Board of Commissioners to consider~~
- Preserve Farmland on 73 and Beatties Ford Road
- Advance efforts toward Arborist / tree ordinance, Monarch Pledge and Community Garden

FACILITIES / ASSET MANAGEMENT

Provide sufficient space for community meetings and municipal services

- ~~Break ground and begin~~ Complete construction on new Town Hall
- ~~Complete renovation of air filtration system at HFFA~~
- Engage in partnerships with HFFA to increase community awareness and increase memberships
- Begin Complete utility burial along Gilead Road from post office to HES
- Begin construction on Hwy 73 electric substation to accommodate load growth and to build redundancy
- Consider pickleball court addition at HFFA
- Determine use of current Town Hall



Request for Board Action

April 1, 2025

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: Ramah Church Road Park Master Plan

EXPLAIN REQUEST:

The future Ramah Church Road Park will sit on twenty of the twenty-five acres of land that the town owns on Ramah Church Road. The future Fire Station No. 5 will sit on the other five acres of land. The property backs up to the southeastern edge of Northstone and directly across the street from Ramsey Glen.

The Town conducted three public input meetings and received feedback on its social media pages. This plan includes paved trails, a youth mountain bike trail, nature trails, large shelter, overlook areas, small shelters, playground, fitness equipment, zip line, dog park, natural play areas, open lawn areas and a pollinator garden. The Huntersville Parks and Recreation Commission unanimously endorsed the Ramah Church Road Park Master Plan at their February 19th meeting.

ACTION RECOMMENDED:

Consider approving the Ramah Church Road Park Master Plan

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Ramah Church Road Park Master Plan Concept
2. Ramah Church Road Park Master Plan Report (Final)

Park Master Plan



Ramah Church Road Park

Master Plan
FEB 2025



Acknowledgments

Thank you to the stakeholders and residents that attended public meetings and provided input, and contributing to the Ramah Church Road Park Master Plan.

TOWN OF HUNTERSVILLE PARKS & RECREATION

Michael Jaycocks | Director

Tracy Houk | Assistant Director

Lindsay Small | Recreation Superintendent

Joe Greene | Parks Operations

POND & COMPANY - PLANNING, LANDSCAPE ARCHITECTURE, AND CIVIL

Lauren Patterson | Landscape Architect

Juan Morales | Civil Engineer

Emily Blackwell | Landscape Architect

Natalie Bowers | Landscape Designer

HUNTERSVILLE PARKS & RECREATION COMMISSION

Ash Munro, Chair

Frank Freeman, Vice Chair

Kent Curran

Janelle Harris

Telisa Johnson

Kathy Lewis

Selene Magic Cypress-McNairy

Arun Nair

Patty Reich

C DESIGN - ARCHITECTURE

Dean McKenzie | Architect

Caden Norville | Architect

BERRYDUNN - OPERATIONS & MAINTENANCE PLANNING

Lisa Wolff | Operations Planning

Tom Diehl | Operations Planning

Table of Contents

01 INTRODUCTION

Planning Process Overview_____7

Executive Summary_____8

02 EXISTING CONDITIONS

Huntersville, North Carolina_____12

Parks and Recreation Overview_____13

Greenway Overview_____14

Contextual Inventory: Recreation, Open Space, Land Use, & Circulation_____15

Site History, Uses, and Analysis_____16

Site Analysis_____18

Existing Conditions_____19

Natural Resource Maps_____20

Project Goals and Objectives_____22

Precedent Parks_____24

Programming_____28

03 COMMUNITY INVOLVEMENT

Community Input: Public Meeting #1_____31

Design Charrette_____35

Community Input: Public Meeting #2_____36

Community Input: Public Meeting #3_____40

04 MASTER PLAN EVOLUTION

Master Plan_____44

Master Plan by the Numbers_____45

Programming Recommendations_____46

Architecture Master Plan_____47



01

Introduction

01

INTRODUCTION

Planning Process Overview

Executive Summary

Planning Process Overview



GATHER information from project stakeholders, the site visit, and survey.



ANALYZE historic and current conditions to understand the site in context.



ENGAGE with the community through feedback and public engagement



DEVELOP design alternatives and ideas.



FINALIZE the design and master plan document, summarizing the process and findings.

Executive Summary

Ramah Church Road Park Master Plan

EXISTING CONDITIONS

The existing site is located in the eastern side of Huntersville. The land was formerly used as a hay field and was the location of a cabinet making studio. It is located below the North Stone Country Club and above Ramsey's Glen.

MASTER PLAN EVOLUTION

After the initial analysis and first public meeting, two master plan concepts were developed. Each concept was presented at the second public meeting and took into account community feedback. The final master plan combined all design options to meet the desires of Huntersville residents. Synthesis of information gathered throughout the master planning process resulted in the final concept and programming described in the plan.

ANALYSIS

48% of the site is characterized by a woodland area. 52% is an open-field area where hay farming historically occurred. Analysis of water, soils, and movement near the site was conducted to determine appropriate locations for programming. Based on the needs of Huntersville, the character of the land, and the nearby recreation facilities, this project was conceptualized as a passive park.

FINALIZATION

The resulting design was presented at a third public meeting to showcase the park, visualize the design, and gather final thoughts.

COMMUNITY INVOLVEMENT

Huntersville assembled a stakeholder committee to assist in the development of the park. Huntersville residents also guided the development of the master plan, providing input into what programs, adjacencies, and needs they had for the project. Around **100** community members attended across multiple public engagement sessions, collecting feedback and information to guide the master plan design.

Executive Summary Continued

Project Vision, Goals, and Master Plan Results



Above: Image of "Pin where you live" engagement from Public Meeting #2



By 2040, Huntersville will be a vibrant community rooted in the past while looking towards the future [with] attractive options for its residents to live, work, play, and grow. Pursuing the highest level of excellence, the town will guide growth and development in a way that prioritizes quality of life, green spaces, and environmental safety..."

- Huntersville 2024 Community Plan

The vision for Ramah Church Road Park is a 20-acre passive community park that capitalizes on the unique features of the site, finding creative ways to give patrons access to a unique woods experience with activities and amenities not found in other parks nearby. Adjacent to the park is to be utilized by a future fire station.

The goal of this Master Plan report was to complete the plan with informed community consensus, providing the Town the necessary direction to facilitate funding of the park design & construction.

The resulting Master Plan provides opportunity for **varied activities**, such as beginning



woodland activities like children's mountain biking, hiking, exploring, bird watching, and picnicking. It includes **passive open space** for flexible use, a large playground for **kids activities**, and **preserves nature** by retaining a majority of the existing trees. Physical health and activity are promoted

through fitness stations, and nearly 2 miles of marked trails. **Interaction with nature** is promoted through connecting playground areas to the woodland, access to existing nature areas, and providing varied seating throughout the woods for viewing or rest. The park can promote economic

sustainability by providing **rentable facilities**, through numerous shelter options. As a community park, this plan provides activity and access to green space for multiple neighborhoods and individuals with varied interests and needs.





02

Existing Conditions

Huntersville, North Carolina

Parks and Recreation Overview

Greenway Overview

Contextual Inventory: Recreation, Space, Land
Use, & Circulation

Site Analysis

Existing Conditions

Natural Resource Maps

Precedent Parks

Rocky Branch Park

Wissenwald Park

Reedy Creek Park

HUNTERSVILLE, NC

Huntersville is a rapidly growing town of approximately 63,000 residents in the northern portion of Mecklenburg County (“North Meck”).

It is considered a “lake community” as Lake Norman, Mountain Island Lake and the Catawba River form its western edge. Interstate 77 bisects the town into western and eastern halves. Originally settled by Scotch-Irish and German immigrants in the 1700’s, by the late 1800’s it was known for the Huntersville cotton mill and was largely farmland that used its railroad connection to transport goods. Huntersville residents highly value access to quality parks, recreation and natural areas, as revealed in the 2030 Huntersville Master Plan.

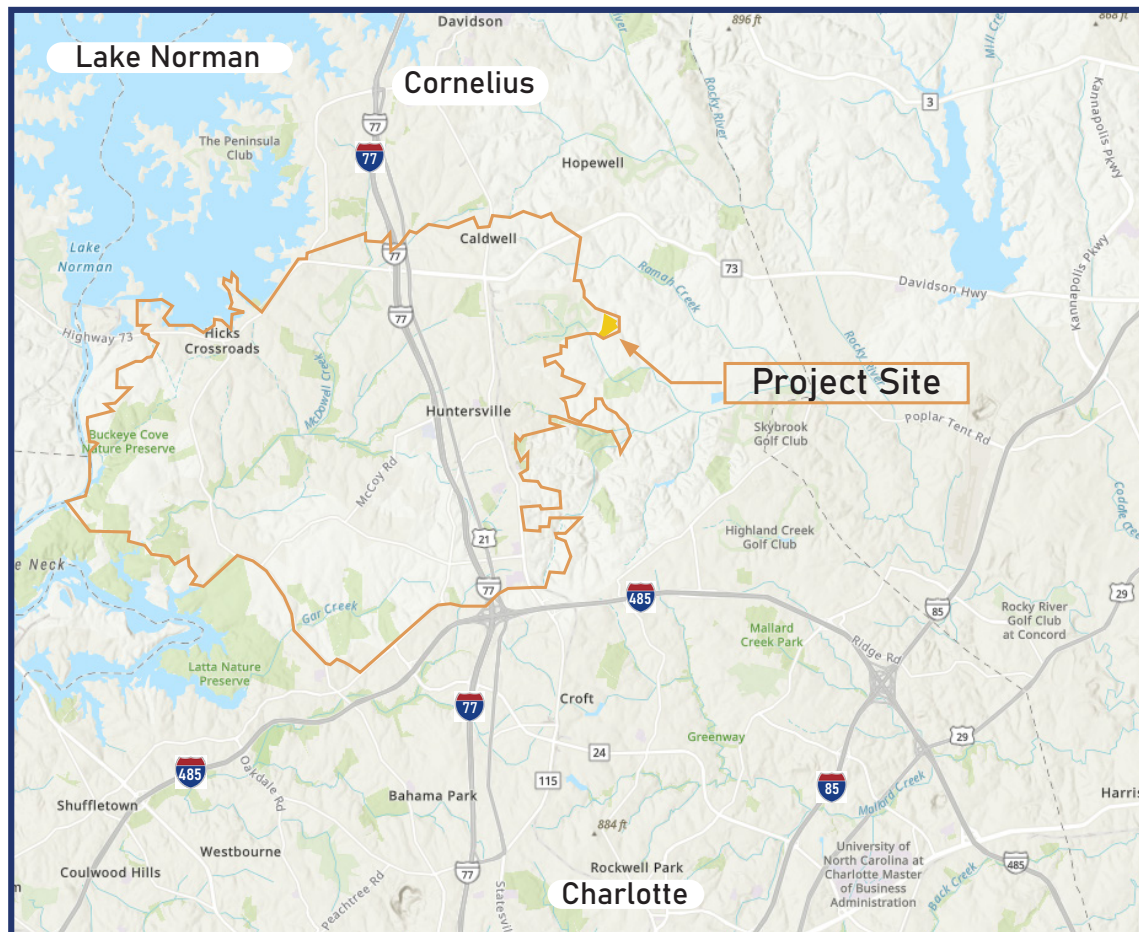
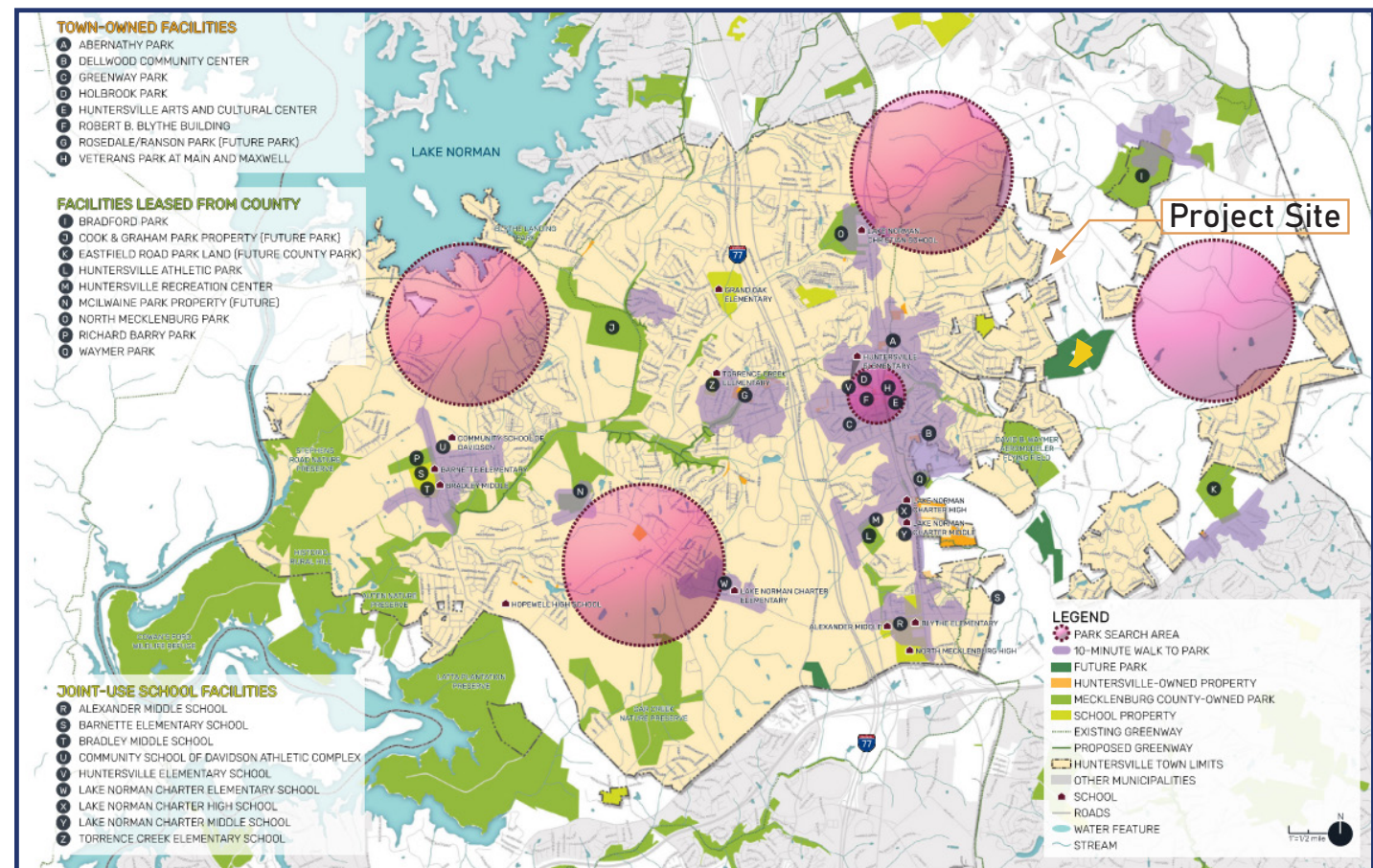


Image Source: ESRI, MeckNC State of North Carolina DOT

PARKS & RECREATION OVERVIEW

Currently, Huntersville has 12 parks and facilities ranging from less than an acre to over 200 acres.

Building from the Town's 2030 Parks + Recreation Comprehensive Plan, the Ramah Church Road Park site is located in an area of need for access to recreation spaces. Its location halfway between Bradford Park and North Mecklenburg Park provides the Town an opportunity to service the community currently under-served by parks. It also provides an opportunity to fulfill a number of the top requests residents had in the 2030 Plan including: Natural play areas, natural hiking trails, open green space, dog parks, ziplines, paved walking trails, and playgrounds.



Source: Comprehensive Master Plan 2030

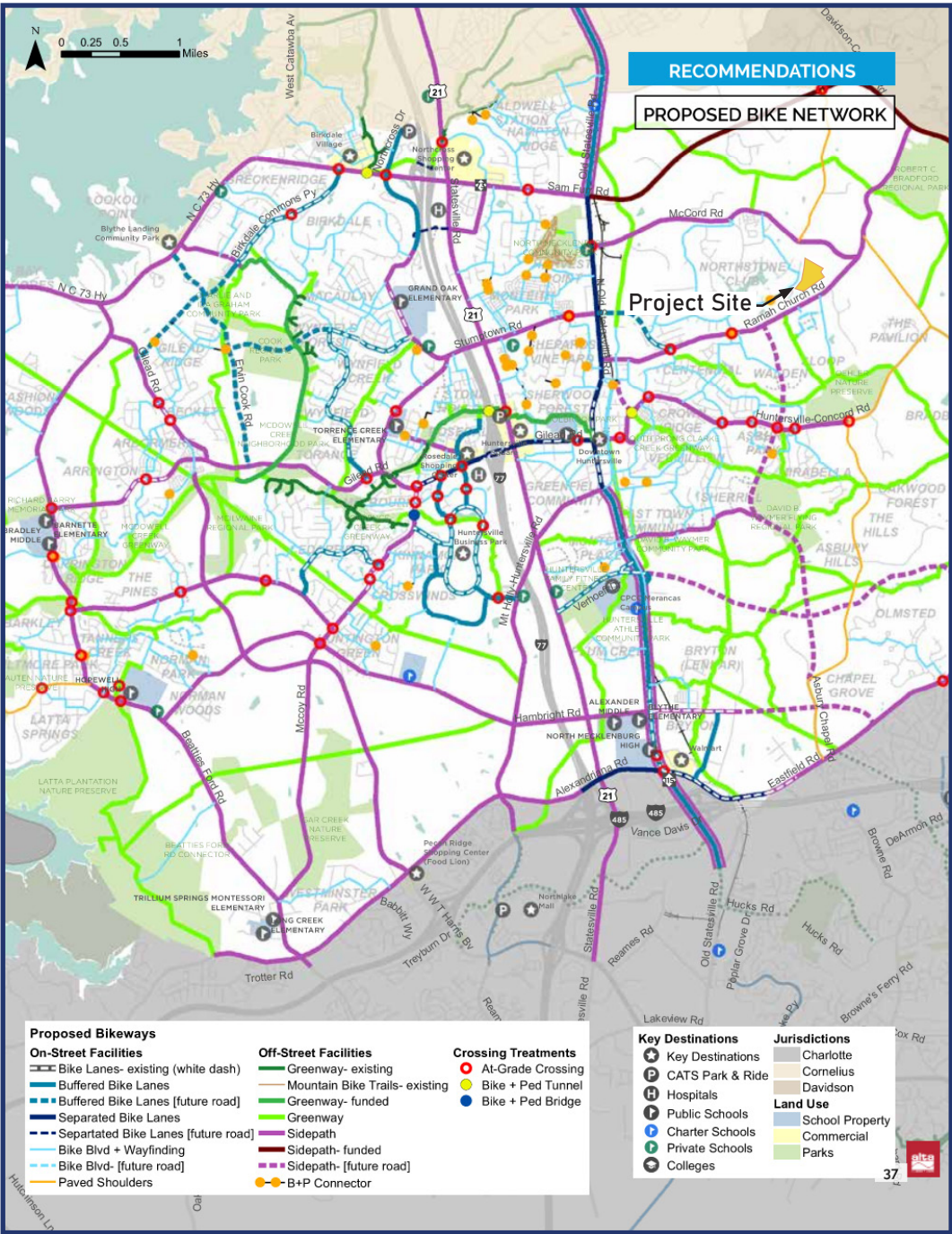
GREENWAY OVERVIEW

Greenways are highly sought after based on resident feedback and recorded input from in previous studies that have been developed by Huntersville. They are frequently ranked as the #1 desired amenity for the town.

Two goals from the 2024 Community Plan are directly associated with Ramah Park:

Using trails to connect all 30,000 residents by 2030 and creating new greenway connections with new residential developments. Ramah's proximity to a future greenway segment supports these goals.

Improving access to walking trails within the park will also support community needs. A large portion of Huntersville walks - the most common Huntersville recreation trend is fitness walking, with 28.8% interviewed participating. With the second most requested amenity in the 2030 Comprehensive plan, natural hiking and fitness trails, including trails in Ramah Church Road Park improves the availability of this amenity.



Source: Huntersville Bike Plan Update, December 2020

CONTEXTUAL INVENTORY : RECREATION, OPEN SPACE, LAND USE & CIRCULATION

Land Use and Circulation:

A closer look at the area immediately surrounding the Ramah Church Road Park site shows it is surrounded by existing residential neighborhoods, three of which are directly adjacent to the site (North Stone, Ramsey's Glen and Vermillion).

There are four schools within 3 miles of the site. (Huntersville Elementary, Lake Norman Christian School, Bonnie Cone Leadership Academy and Ambassador Christian School)

The site is served by Ramah Church Road (NCDOT maintained State Road 2439). It has a speed limit of 45mph and serves as a cut through for traffic traveling from Concord to Huntersville, connecting Highway 73 and Statesville Road.

Open Space - Greenways:

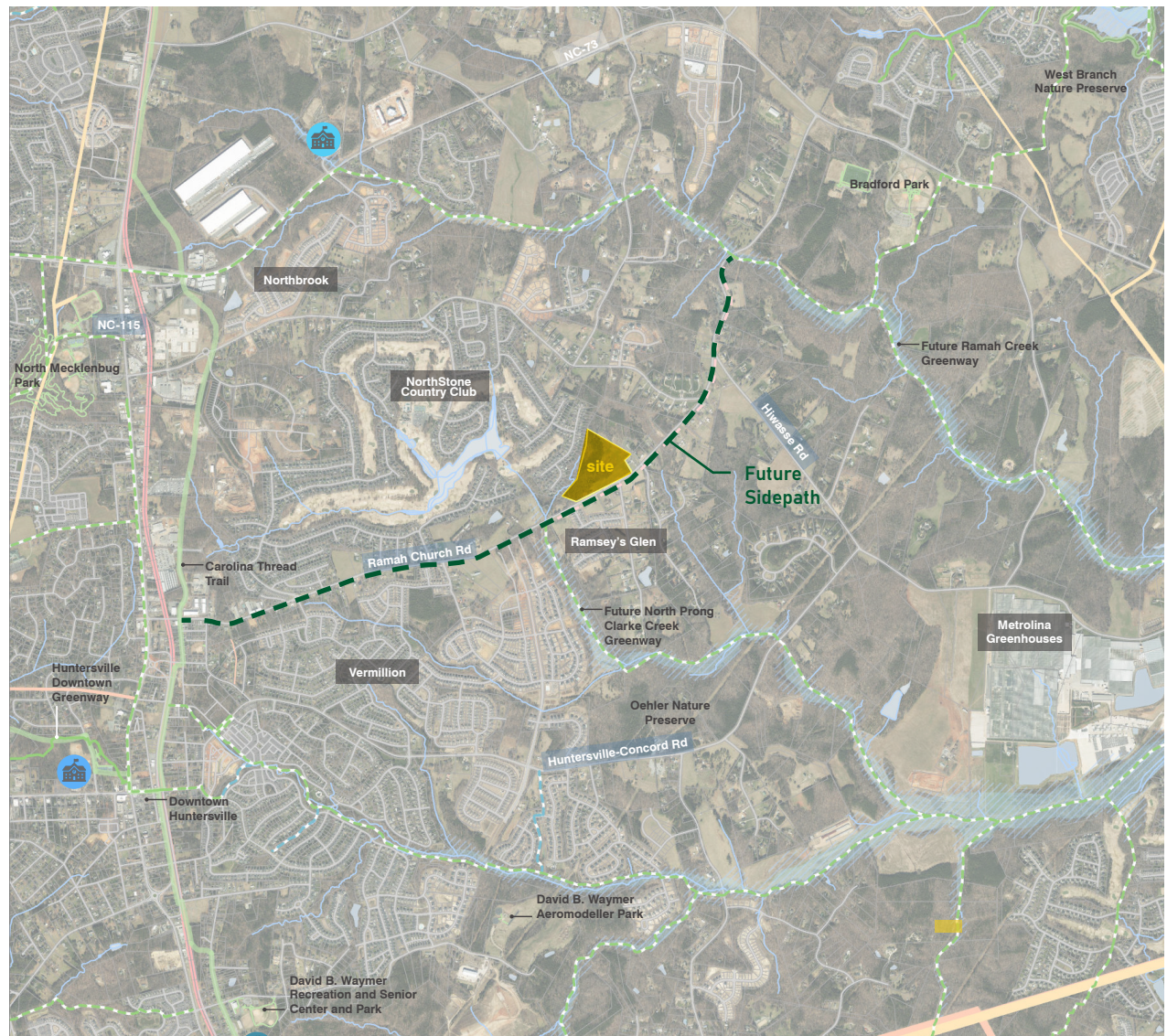
Three planned greenway routes along existing creeks are within 1-3 miles of the site (West Branch Rocky River, Ramah Creek and North Prong Clarke Creek); the future planned North Prong Clarke Creek Greenway directly connects to the site.

Open Space - Parks:

Bradford Park, Veterans Park, Centennial Park, Holbrook Park and North Mecklenburg Parks are one to three miles away and provide a range of active recreation and sports activities.

Open Space - Preserves:

West Branch and Oehler Nature Preserves are in the project area, as well as Ramah Creek Conservation Area.



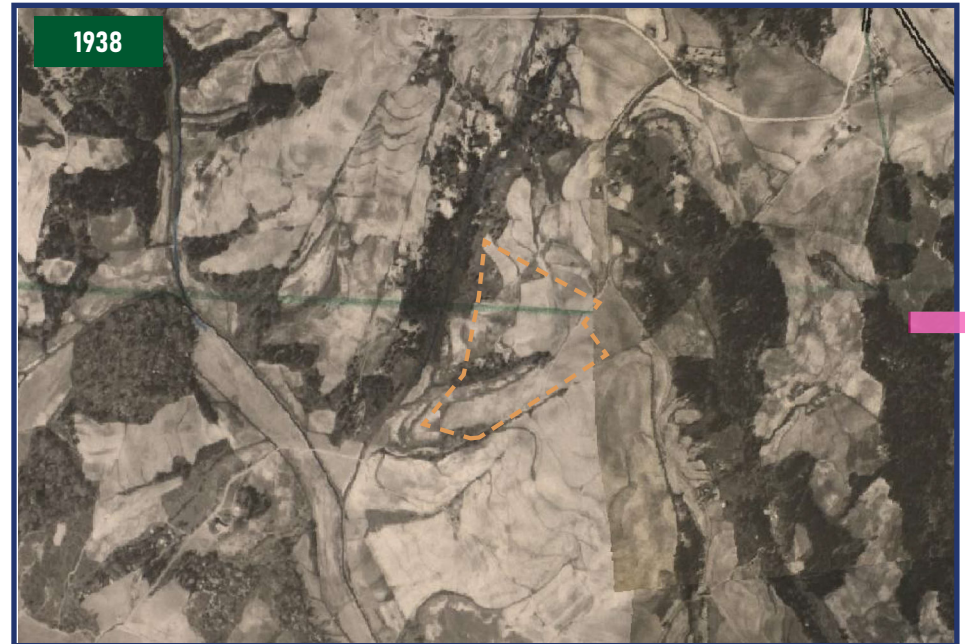
SITE HISTORY, USES, AND ANALYSIS

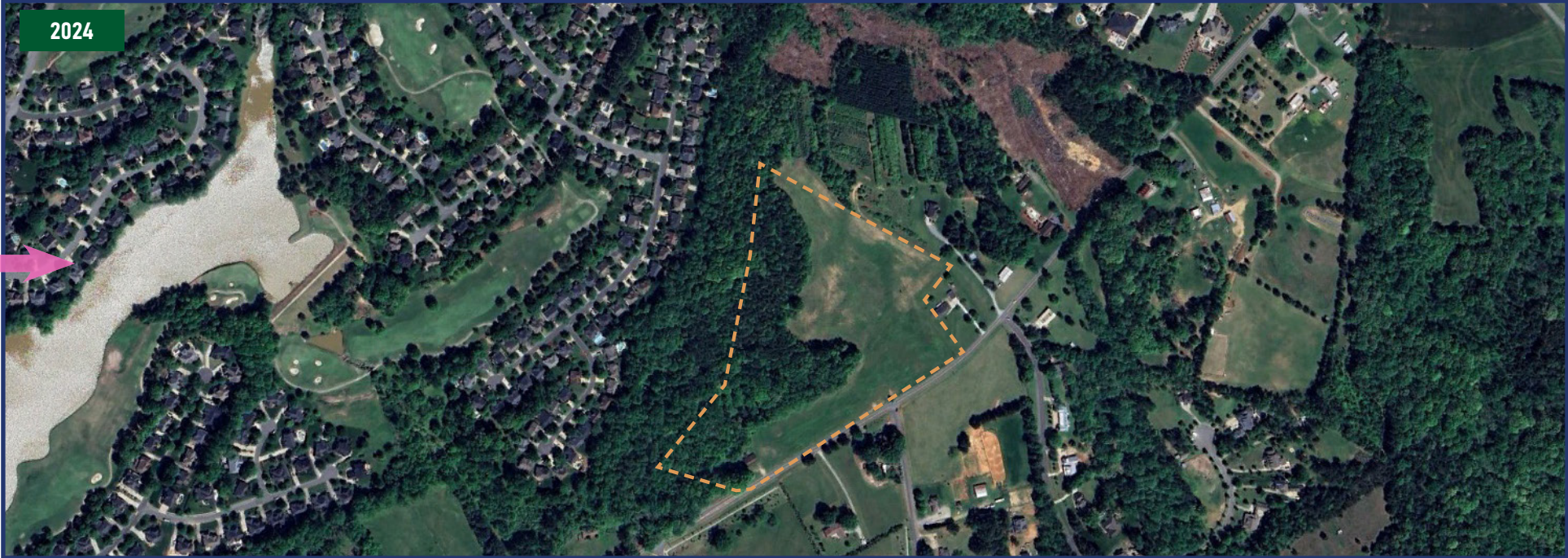
Aerial photographs reveal over the last 30 years show this site has remained largely the same, despite suburban development changes around it.

Historically, half of the site has remained forested and the other half has been used as farm land. The aerial image from 2012 shows its use as farmland most clearly. The only building observed on the site in its recent history was located on the far southwest corner; it housed Nance's Cabinetry and anecdotally the farmed area was used for community bonfires and fellowship events.

In summary, this site and its surroundings have remained relatively unchanged until the 2000s when residential communities have spread due to the popularity of Huntersville. This heightens the sites importance as a natural resource that should be protected and shared.

Source: Huntersville Historic Aerial Imagery





SITE ANALYSIS

The analysis map illustrates environmental constraints, natural opportunities, and surrounding contextual elements that were evaluated for the project. Major site elements include: The large natural area, existing mass of trees, and the opportunity for recreation elements within the farmland area.



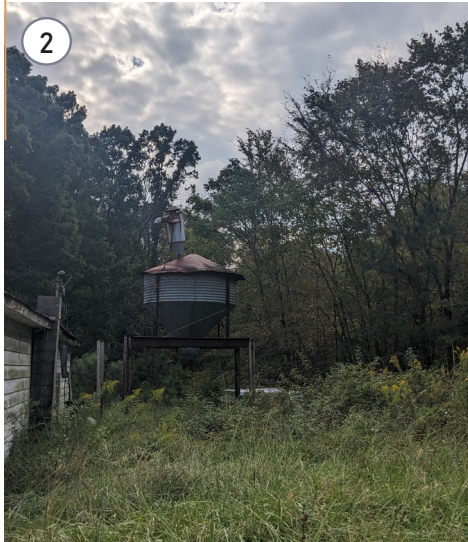
Analysis of the site revealed the locations that were viable for a new fire station and where recreation elements could be located. It also identified possible connections to the Ramsey Glen neighborhood and future greenway opportunities.

EXISTING CONDITIONS

The site features both forest canopy and an open area, with a distinct contrast between the two. Despite the forest seen throughout historical imagery, the forest portion is dominated by smaller trees.

There are differences in topography between the open area and forested area, as the forested area has undulating topography with abrupt changes in grade. The meadow area encompassing the east of the site sits higher above the woodland area, with elevation differences greater than a 50 feet. Some neighboring houses can be seen from the site and from the road frontage. The existing building on the site belonged to a member of the Nance family, necessitating the need for screening measures for the adjacent properties. For utilities, water is provided by Charlotte Water and power is through Duke Energy. There are two fire hydrants observed on the site. Therefore, the site can support future development without significant investment on utilities.

Existing Metal Silo



Existing forest canopy



Existing solidago-dominated meadow



Existing field



Adjacent Road and Property, Fire Hydrant



NATURAL RESOURCE MAPS

The site soils influence what areas are suitable for development, what plants naturally would exist on the site, and what areas may have greater water retention or runoff.

The farm land on site is located in the areas with soils most suited for farming, seen later in the soil map provided. The majority of the forested portion of the site is drier and is less suited for farming, likely a factor that has resulted in the preservation of the tree canopy in this area. The forested area also contributes to the health of the North Prong Clark Creek, through preservation of the stream banks and filtering runoff from the nearby farmland and golf course.

These soil profiles lend to a wide variety of passive uses, but may be less suitable for intensive development. The soils reveal forest would naturally populate the site, and reveal the southwest corner of the site frequently floods; development in this location should be avoided.

EnB - Enon Sandy Loam

Properties and Qualities

- 2 to 8 percent slope
- Depth to restrictive feature: More than 80 inches
- Well drained
- Runoff: Medium
- Depth to water table: More than 80 inches
- Frequency of flooding: None
- Frequency of ponding: None
- Available water supply, 0 to 60 inches: Moderate (about 8.3 inches)
- Ecological site: F136XY720NC - Basic upland forest, moist

WkB - Wilkes Loam

Properties and qualities

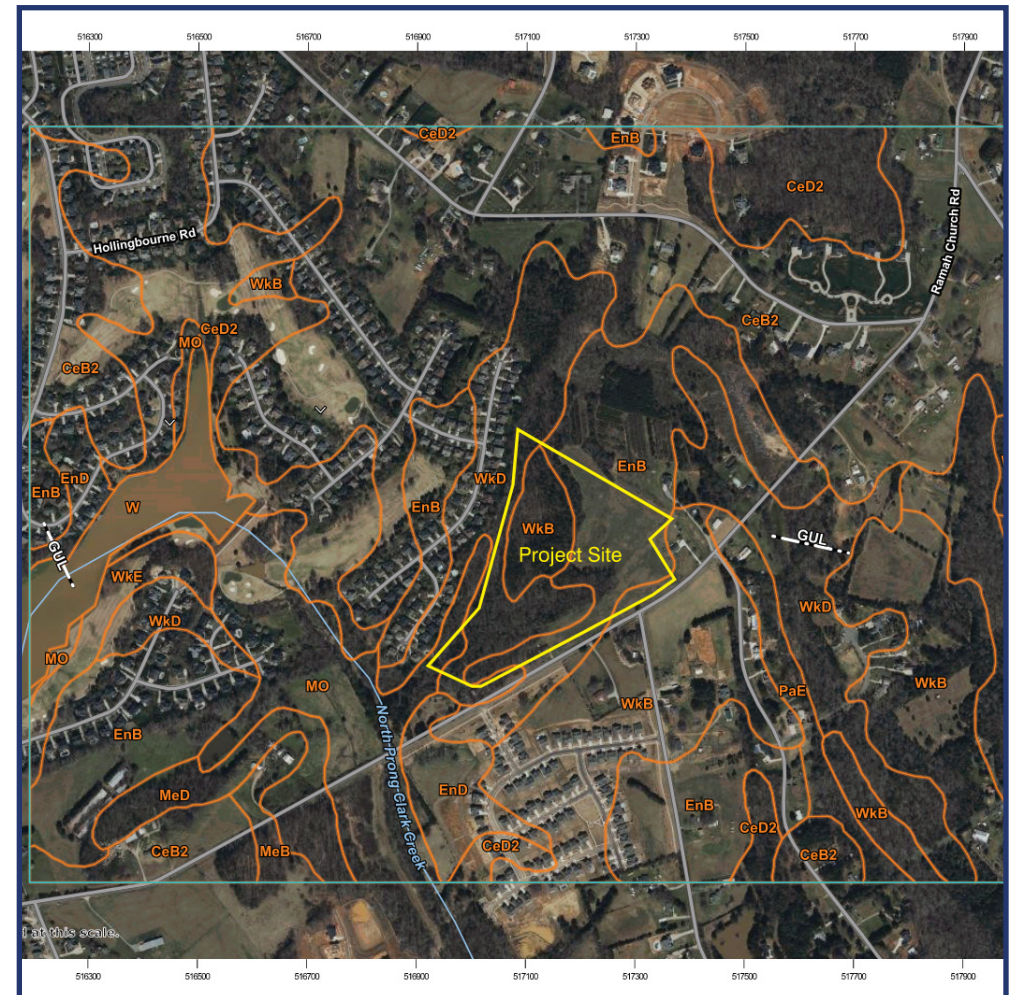
- 2 to 8 percent slope
- Depth to restrictive feature: 10 to 20 inches to paralithic bedrock; 20 to 80 inches to lithic bedrock
- Well drained
- Runoff class: Medium
- Depth to water table: More than 80 inches
- Frequency of flooding: None
- Frequency of ponding: None
- Available water supply, 0 to 60 inches: Very low (about 2.0 inches)
- Ecological site: F136XY730SC - Basic upland forest, depth restriction, dry

WkD - Same as WkB with greater slope (8-15%)

MO - Monacan Loam

Properties and qualities

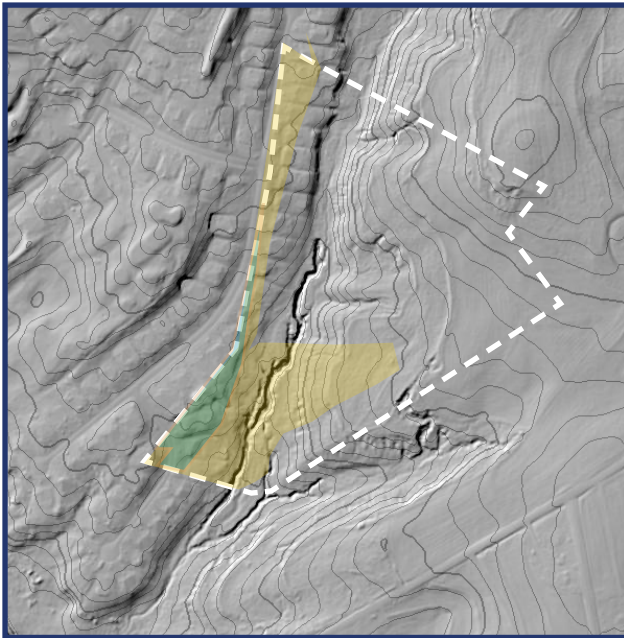
- 0 to 2 percent slope
- Depth to restrictive feature: More than 80 inches
- Somewhat poorly drained
- Depth to water table: About 6 to 24 inches
- Frequency of flooding: Frequent
- Frequency of ponding: None
- Available water supply, 0 to 60 inches: High (about 10.2 inches)
- Ecological site: F136XY610GA - Flood plain forest, wet
- Hydric soil rating: No



Source: USDA Web Soil Survey, Retrieved 2024

NATURAL RESOURCE MAPS

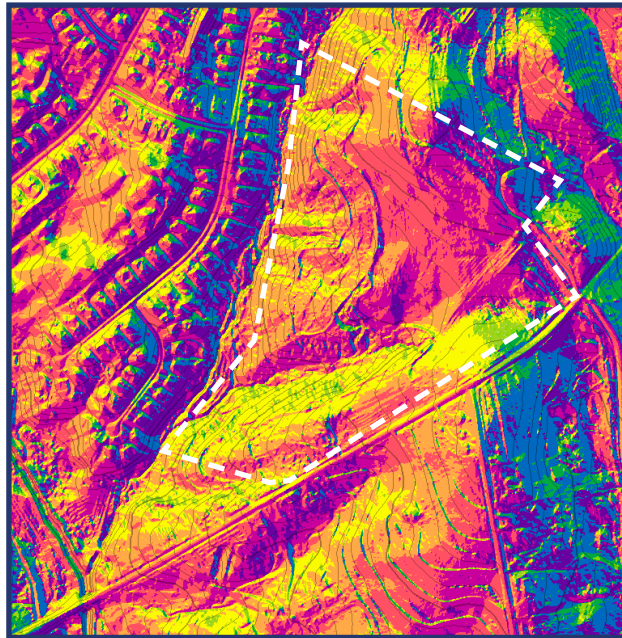
Aspect, slope, flooding, and erosion impact the suitability for various programs and preferred development patterns for the park.



Hillshade Map

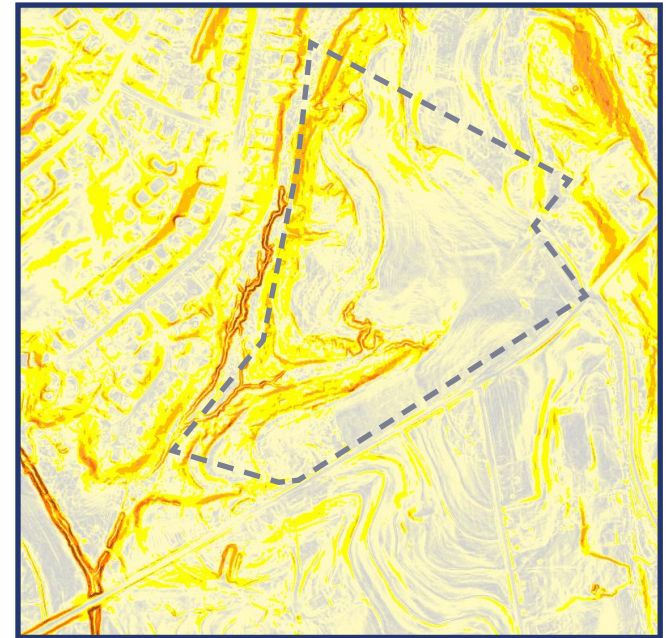
Source: USGS

- Flooding Frequency
- Potential Erosion Hazard



Site Aspect Map

Source: USGS



Slope Map

Source: USGS

-
- Lower % Higher %

According to the Soil Survey Geographic Database (SSURGO) – the area within the Surface Water Improvement and Management (SWIM) buffer and the floodplain forest section (as seen on the site analysis diagram) have a flooding frequency of “frequent” – represented as the light blue shade on the map above. There are also areas on the site of potential erosion hazard revealed by the SSURGO map of potential erosion hazard (orange shade). These areas are the upper site boundary line (neighboring the stream), and the forested “peninsula” area that bisects the cleared area of the site. Revealed is the natural water drainage at the center of the site, and that the lower woodland forested area is critical in preventing erosion, and limited impermeable surfaces and disturbances should be prioritized in this area. These constraints lend this park to being a passive park, with more limited grading and drainage disturbance.

PROJECT GOALS AND OBJECTIVES

This park is intended to be a community passive park, based upon the qualities of the site, and the needs of Huntersville Parks and Recreation established in their Master Plan.

What is a passive park?

- Passive parks are designed for unstructured, informal recreation rather than organized activities. They capitalize on geological, biological, or scenic resources located within the area.
- These parks often include such as walking trails, gardens, picnic areas, and barbecues. They may also have playground equipment, but they usually do not have “active” features such as sports facilities and splash pads.
- Activities that can be seen at a passive park tend to include walking, hiking, jogging, scouting, “open play” areas, interpretive programs, and birdwatching.
- Passive parks can be any size, but are generally low maintenance and are maintained in their existing state, with some exceptions for public improvements.



Site Aerial. Source: Google Earth, 2024

What is a community park?

According to the National Recreation and Park Association (NRPA), a community park serves multiple neighborhoods, with amenities that typically serve the residents within up to a 3 mile radius. These parks tend to range from 15 acres to 99 acres. A community park may have active or passive recreation.

PRECEDENT PARKS

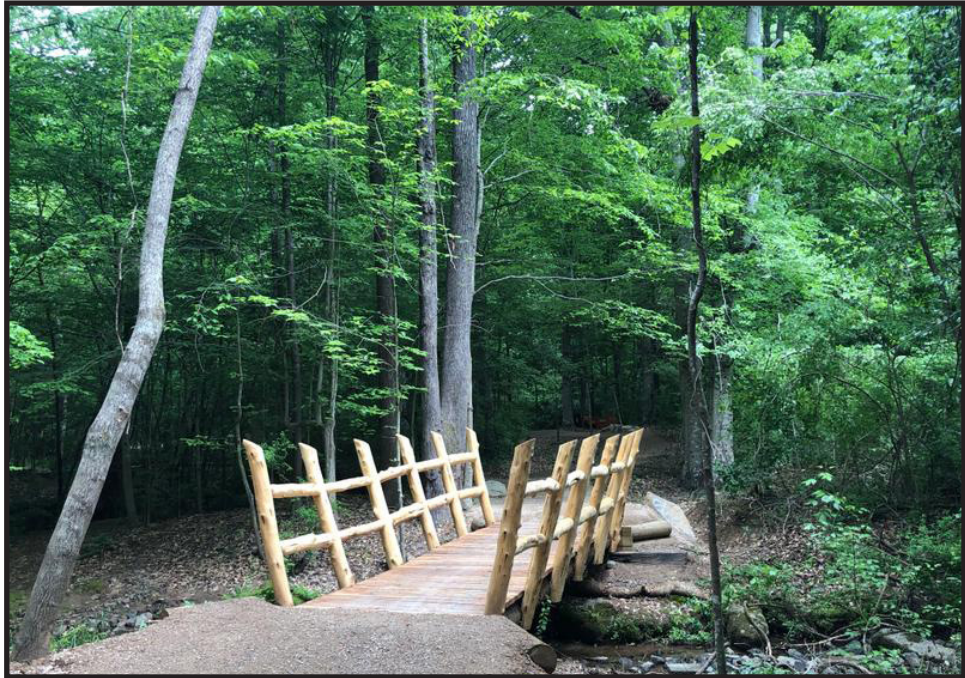
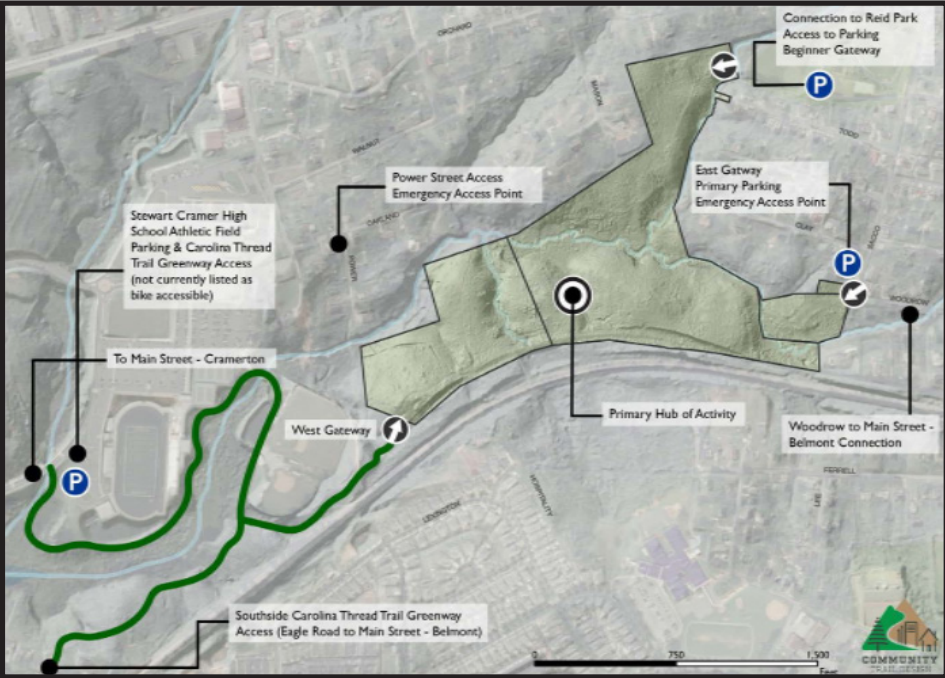
The next pages showcase precedent parks to further understand the role of a passive park and the role Ramah Church Road park can serve to the Huntersville community.

PRECEDENT PARK – ROCKY BRANCH PARK

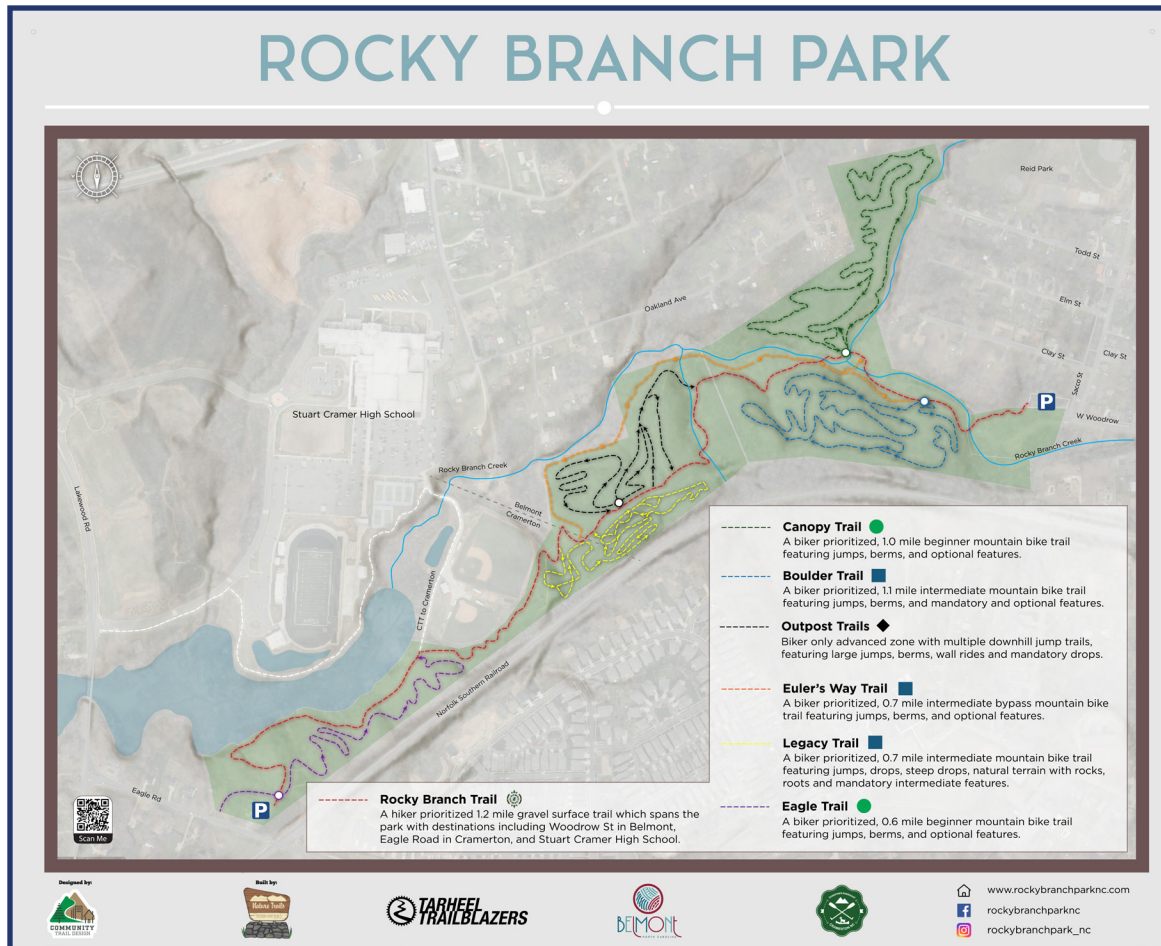
Located in Belmont, NC, Rocky Branch Park is a passive park that centers around trails for a variety of users including runners, walkers, and mountain bikers.

Rocky Branch Park represents an excellent example of incorporating passive elements into a forested setting within a municipal park space. This park demonstrates various trail conditions and is an example of a park with mountain biking amenities. Rocky Branch park is also located in Belmont close to the project site.

Right: Cairn by a trailhead, with map of park and park information. Bottom Left: Promote Connectivity Diagram by Community Trail Design, illustrating points of connection and interaction in the park. Bottom Right: Wooden bridge along a Rocky Branch Park trail

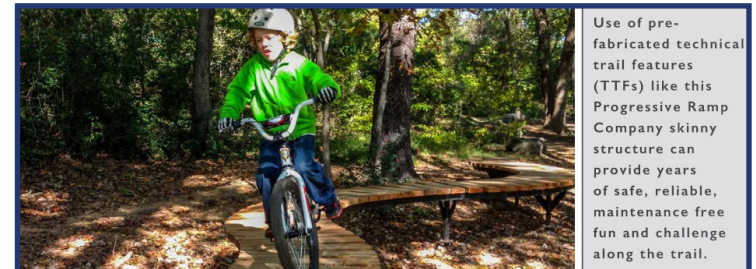


PRECEDENT PARK – ROCKY BRANCH PARK CONTINUED



Park amenities include:

- Beginner, intermediate, and advanced trail features
- Two Trailheads with kiosks
- Color coded trail markers spaced at even intervals along trails
- Designated emergency access points with GPS locations



Images from City of Belmont site and from the Rocky Branch Park Trail Enhancement Project prepared by Community Trail Design.

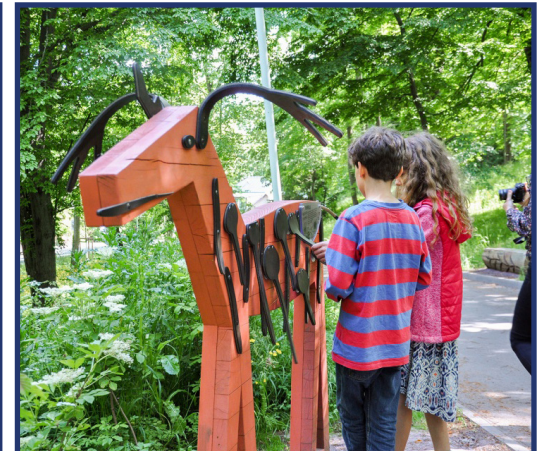
PRECEDENT PARK – WISSENWALD PARK

Wissenwald Park features unique educational and interactive stations along paved and natural trails, resulting in an engaging passive park.

Designed by Rehwaldt Landscape Architects, and located in Germany, this passive park centers around the idea of a “knowledge forest.” Multiple pathways lead visitors to various stations with themes including animal world, plant world, and fungus world, among others. This passive park precedent is an example of passive park programming engaging with the woodland setting.

Park amenities include:

- Trails of varied materials
- Interactive stations
- Interactive web pages for some stations
- Hammock seating areas
- Internet access
- “Big Birdhouse” tree house



Pictured: Interactive and educational stations throughout the park, including flora, fauna, and fungi. Source: Rehwaldt Landscape Architects

PRECEDENT PARK – REEDY CREEK PARK

The Reedy Creek park is located in Mecklenburg County. This park features both wooded and open space areas.

This park highlights and preserves the site's environment while providing various activities for visitors. New greenway connections were made to the site to further connect it to the surrounding community.

The park has archaeological features, special soil types, unique plant communities, and remnants of a 1780's stone house. It has nearly 700 acres of woodland, with both active and passive recreation and environmental education. According to the park description, about 85% of the park is undeveloped to preserve "the diverse land forms, vegetation, streams, and wildlife" of the site.

Park amenities include:

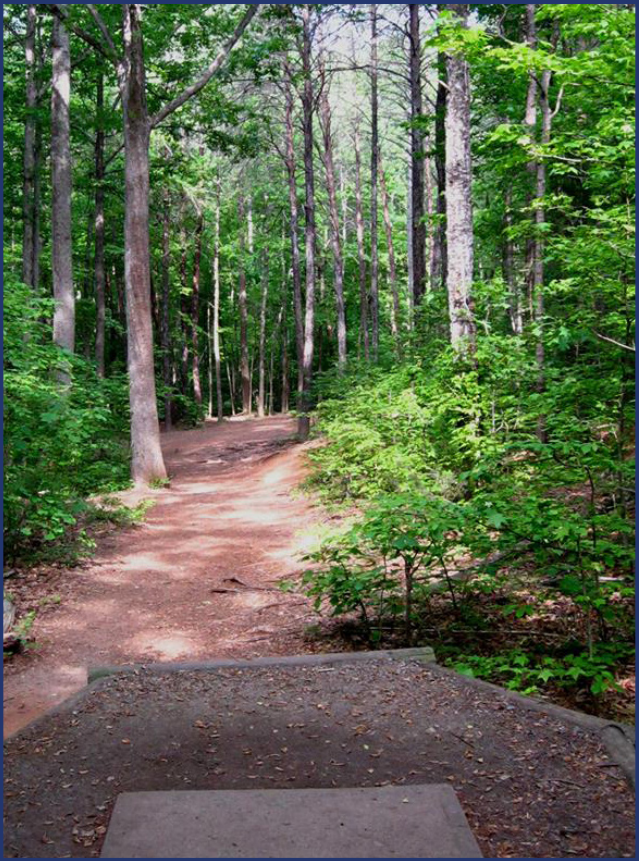
- Picnic and camping areas
- Active recreation areas
- Hiking/ biking trails
- An environmental education center
- Equestrian areas
- Meadow areas
- Stone ruins



Above: Drone photograph above the site (DPR Design) Bottom: Fishing Pier among wooded area

Next Page – Top Left: Entry Drive with Park signage (DPR Design) Top Right; Cardinal Nature Center signage (Decide Your Adventure) Bottom Left: Natural Play area in wooded setting (University City Partners) Bottom Right: Disc Golf and trail (Charlotte Disc Golf Club)

PRECEDENT PARK - REEDY CREEK PARK





03

Community Involvement

Community Input: Public Meeting #1
Design Charrette

Community Input: Public Meeting #2

Community Input: Public Meeting #3

Community Involvement Process

Engaging with the citizens of Huntersville provides valuable input to ensure that the resulting park serves the local constituents.



The first phase of community engagement sessions focused on understanding the programs desired for the passive park.



The second phase investigated organization of program elements on the site and creating design options.



The third phase developed a preferred design and garnered reactions and engagement from the community, showcasing a rendered site plan.

PROGRAMMING

Huntersville’s 2030 Comprehensive Master Plan reports the programming needs and amenities most desired by residents of Huntersville. As a passive park, the elements of Ramah Church Road Park will fulfill some of these community needs and desires of Huntersville residents.

The top responses to the question “Which amenities should the Department offer or expand?” from the 2030 Master Plan. The top 10 responses were:

- 1. Greenways
- 2. Natural play areas
- 3. Natural hiking trails
- 4. Open green space
- 5. Splash pads
- 6. Dog park
- 7. Zipline
- 8. Water features like small lakes and ponds
- 9. Paved walking trails
- 10. Playgrounds

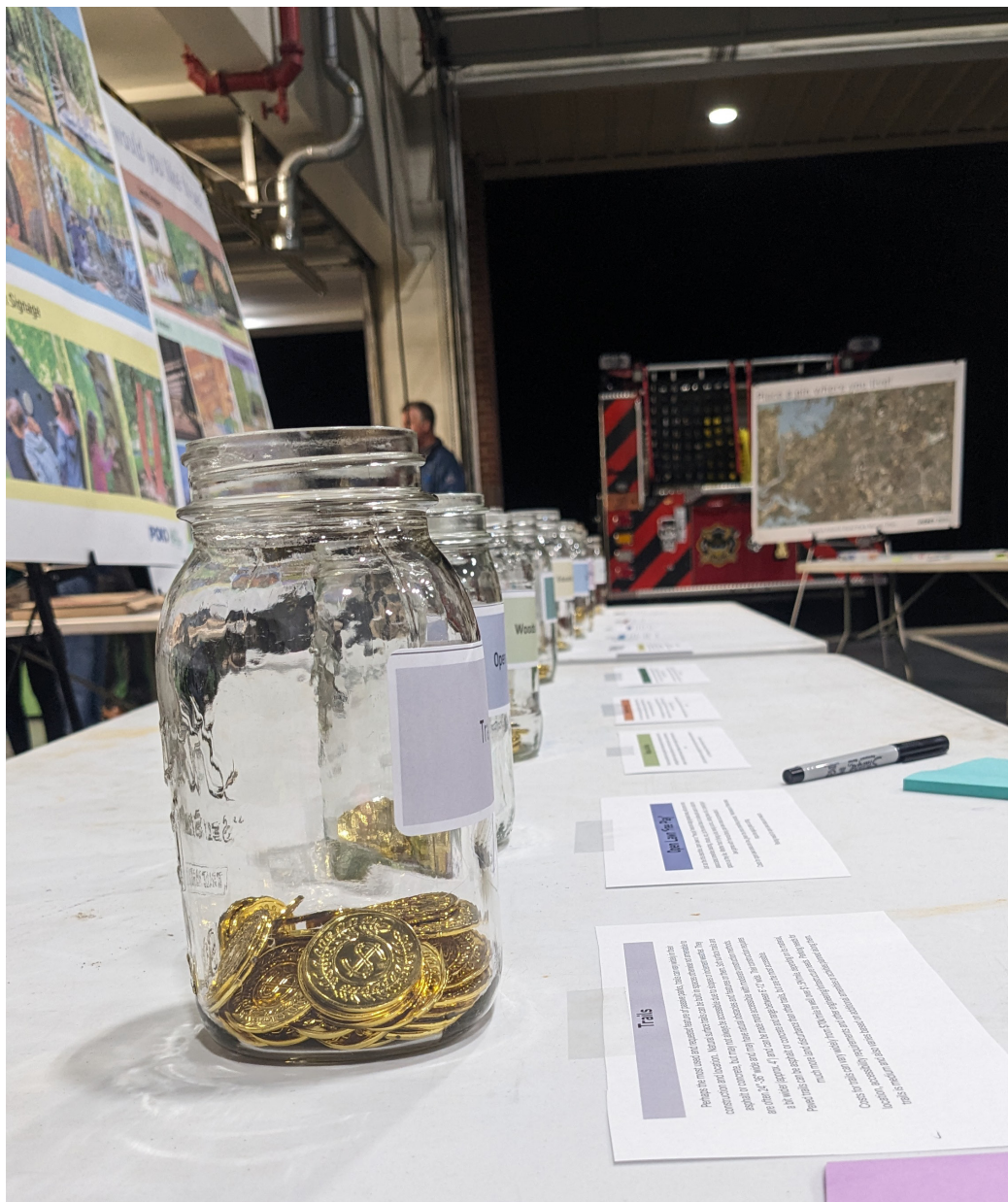
The overall amenities identified as high priority through community engagement and online survey (Objectives 1.1.1 and 1.1.2 in Goal 1): Greenways, trails, fitness opportunities, and play spaces for kids.

Themes that came up during community engagement for the 2030 Comprehensive Master Plan found common issues and desires among residents. Responses that could have implications for Ramah Church Road Park are listed below:

- Can’t get to the parks nearby without driving
- Lack of adequate parking at parks
- More trails of all types and surfaces
- More large fenced playgrounds
- Need a splash pad
- Need a dog park
- More outdoor fitness equipment
- More non-sports related park amenities
- More shade

COMMUNITY INPUT: PUBLIC MEETING #1

Community Meeting Activities and Responses



Above: Coin Voting Station Right: Pizza Tables

The first public engagement meeting was held in Huntersville's Fire Station #1, November 4th, 2024, from 6-8pm. Over 50 people attended the meeting.

At the meeting, there was a welcome station, programming boards, site analysis documents, a kid's table area, and a board where individuals pin where they live in the Huntersville area. Pizza, water, and candy were provided.

The consulting team engaged the community with prioritization of program elements for the park. Program boards included images associated with 10 groups that visitors could vote for. Community members were given four coins to place into jars for which elements they would like to see at the park. The results of this activity are illustrated in Figure 1. Another activity was around the pronunciation of "Ramah," where the pronunciations were tallied. 15 people pronounced it "RAY-muh" and 24 pronounced it "RAH-muh."

The children's' entertainment table included a reduced number of photos that children could directly vote for with flame stickers. The table also included coloring pages, and teen council members volunteered to help run the table.

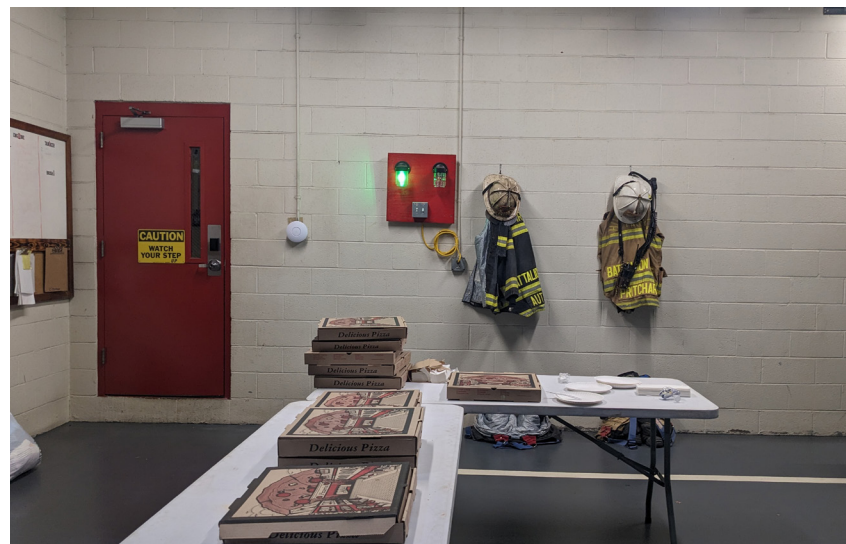
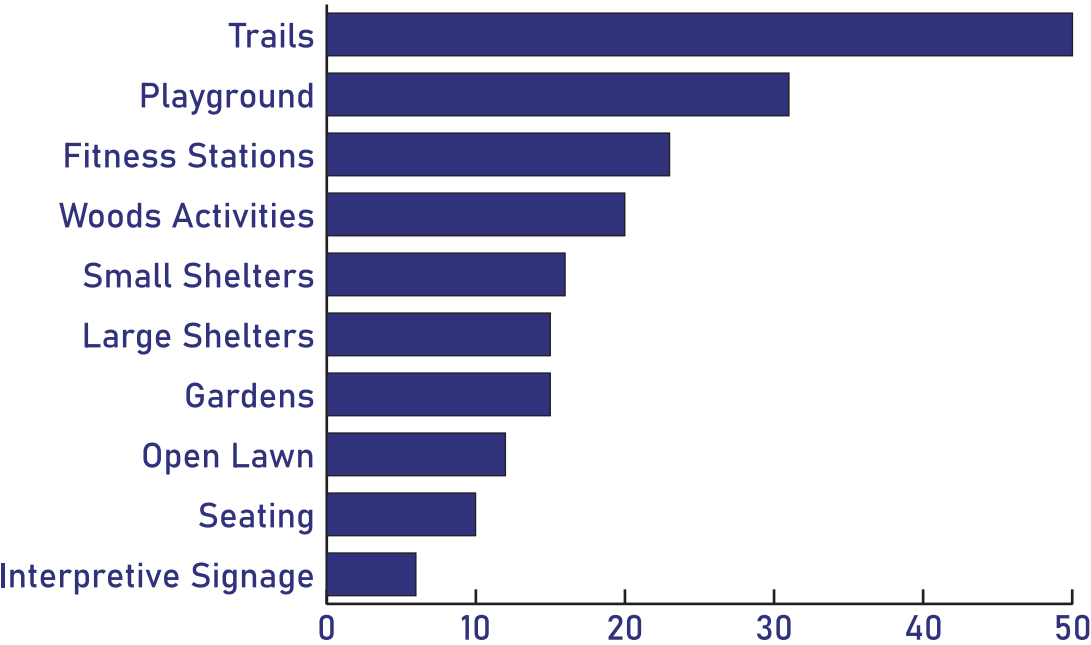


Figure 1. Popularity of program groups



Voting and Feedback

Individuals also had the chance to add further information with sticky notes. Individuals included program elements they would like or would not like to see in the park.

Trails were most favored, with 50 votes. Second was the playground, and third were the fitness stations.



Above: Sticky Note Feedback



Above: Coin Voting



- Avoid light pollution
- Fence along North Stone boundary
- Traffic signal and zebra crossing at Ewart and Ramah Church Intersection (x2)
- Need streetlights on Ramah Church roads
- Connect sidewalks until Walden neighborhood
- Remove barbed wire fence behind North Stone properties (x2)
- Limit deforestation
- Preserve woods as much as possible
- There is heavy speeding between Mac Wood and past Ramsey Glen
- Noise from fire station (x3)
- Make side path to Bradford Park a priority



Site Context and Pin Board

Many of the visitors to the public engagement meeting #1 were close to the proximity. Individuals also contributed more information on their ideas for the park through comments. Sticky notes were added to the site analysis board and an individual sticky note board. Examples of some community input include:

- Something for the bees!
- Please keep ADA in mind
- Wildlife sanctuary
- Public garden
- Mountain bike trails
- Big kid adventure playground
- Monkey bars
- Ziplines
- Wood obstacle course
- Trees & Nature
- Kids ziplines, seesaws, slides, rock climbing, basketball hoops
- Park trails connect to greenways – need park interconnectivity

Some of the most popular images from the kids table were the kids mountain biking area, zipline, the tunnel and hill, trails, and the net seating area.



DESIGN CHARRETTE

On November 12th, 2024, members of the design team met to discuss the site planning of Ramah Church Road Park and make progress on multiple design ideas and iterations. Members of the consulting team and town staff met to discuss the findings from the public engagement meeting and begin to determine park program, spatial needs, and define goals for the park.

The charrette determined locations suitable for stormwater dry ponds, possible placements for the large shelter, and approximate parking lot sizes and locations. The result of this meeting was the beginning of two design concepts.



Above: Image of Ramah Church Road park site from initial site visit.

Program Concepts

Park program elements determined to be highest ranked from community activities were:

- Trails: Both natural and hard surface, with a hard surface one being a measured distance for loops. Trails would also include beginner mountain biking trails
- Playgrounds for multiple age groups
- Fitness stations: Include an option to be located near the playground for parents to be able to use while children use the playground
- Woodland activities: Scattered in the forested area, to engage visitors with the woods. Also desired was an overlook at a steep part of the grade
- Shelters: Both small and medium shelters were discussed, such as a shelter near the playground, a medium/larger shelter near the road and with restrooms, and individual picnic pods
- Gardens: Could be used if there are suitable areas for them in the park
- Seating: Provide a variety in seating throughout the park

COMMUNITY INPUT: PUBLIC MEETING #2

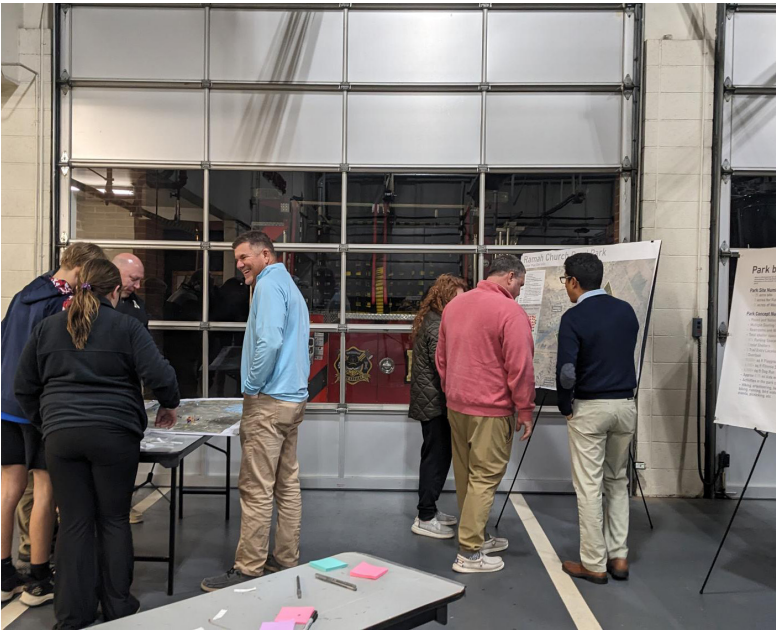
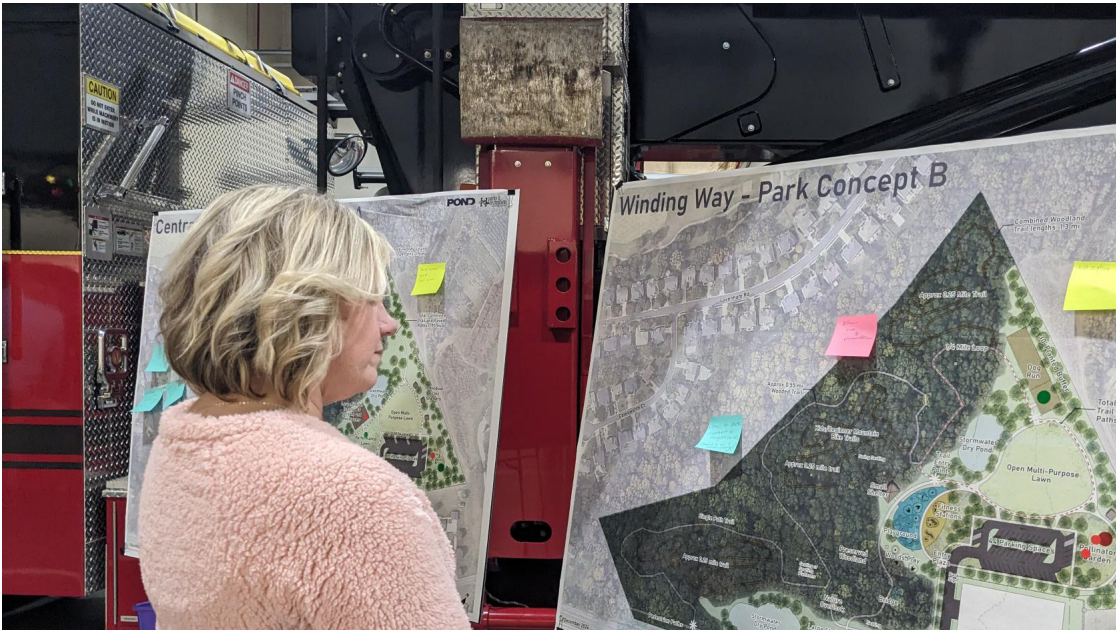
Community Meeting Activities and Responses



The second public engagement meeting was held in Huntersville's Fire Station #1, December 12th, 2024, from 6-8pm. Over 40 people attended the meeting.

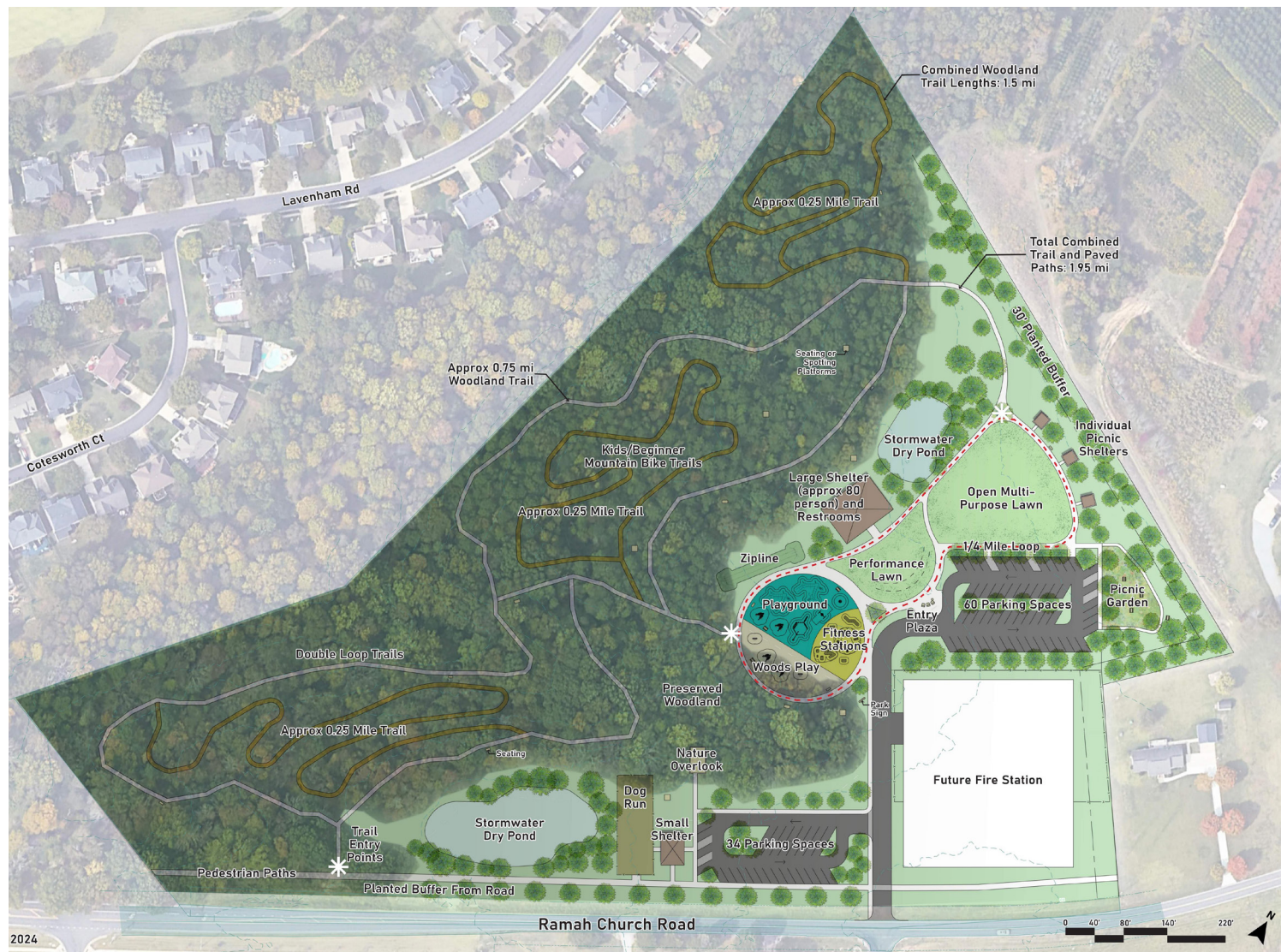
At the public engagement meeting, there was a welcome board, 2 concept boards, program precedent imagery, site analysis and review of the previous public engagement meeting, kids coloring pages, and a board where individuals pin where they live in the Huntersville area. Pizza and water were provided.

The community was asked to decide between two concepts. Community members were given one coin to vote for their preferred concept. They were also given stickers to place on preferred elements included in the plans, and on the precedent imagery board. Individuals also contributed more information on their ideas for the park through sticky notes. Sticky notes were added to the concept plans and some on an individual comment board.



Above: Welcome Board, Coin voting, Sticky note, and Dot Feedback

Concept A



“Central Circle”

Each concept had near identical programming, with their arrangement and adjacencies as the driving difference.

Concept A creates a centralized scheme for the program elements and amenities. The large shelter is located at the interior of the site, connecting to a lawn space and adjacent to other elements such as the playground, fitness stations, and even individual picnic shelters, which overlook an active, multi-purpose lawn. To anchor the lower part of the site, a smaller shelter is located near the dog run, and provides shelter for those accessing the trails from the lower portion of the park.

COMMUNITY RESPONSES

There was a strong preference for Concept A, with 25 votes out of 34. Elements that received positive responses were the large shelter more at the interior of the site, further away from the road, the dog park was located closer to a parking lot and more separate from the other programs, the performance lawn, and the inclusion of a zipline near the tree line. The picnic garden was appreciated, receiving three dots, but not as much as the “pollinator garden” in the other concept.

Concept B



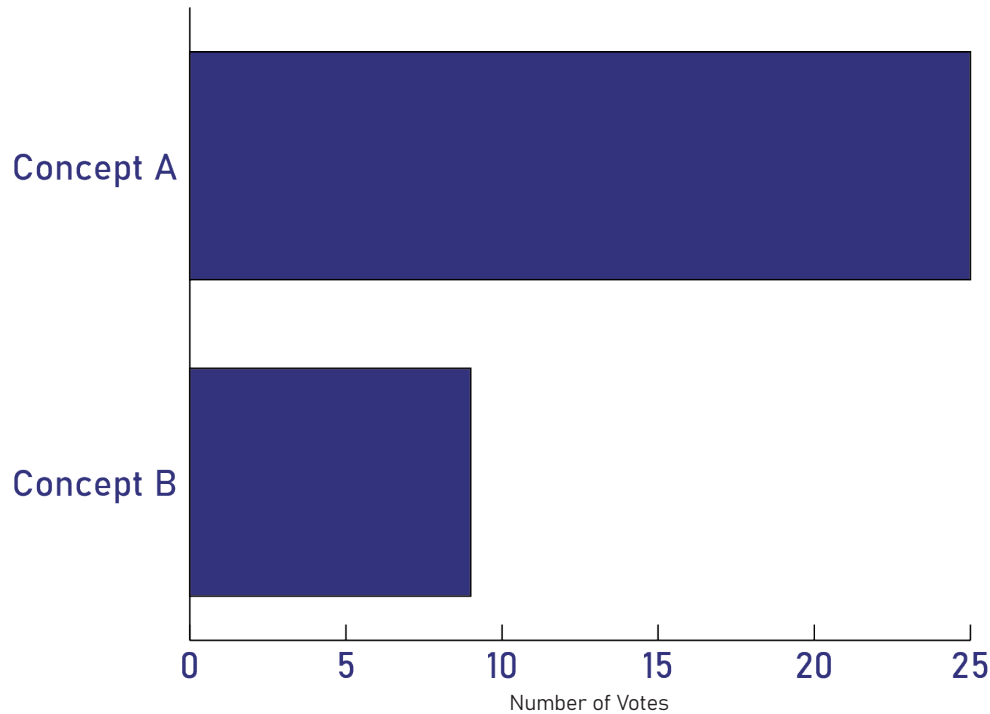
“Winding Way”

Concept B creates a distributed scheme for the program elements and amenities. The large shelter is located near the entrance of the site, creating a presence for the park from the road. The lower portion of the site connects to the northern portion with the use of a bridge and paved trail. A small shelter overlooks the playground area and fitness stations, and other program elements such as the dog run and multi-purpose lawn follow along a “winding way” to trail access points.

COMMUNITY RESPONSES

Concept B gained few votes but there were elements that the participant liked including the bridge and the larger dog run. Others liked the very direct access between the playground and the small shelter. Multiple people preferred the “pollinator garden” receiving four dots in approval versus the “picnic garden” of Concept A. Some expressed a desire for bathrooms near the playground, missing in this concept.

Figure 2. Concept Votes



Based on Feedback gained from the second community meeting, the consulting team developed a revised concept that focused on these core elements:

- A large shelter at the interior of the site
- Dog parks for large and small dogs
- A larger, multi-purpose lawn
- The central circle that connects the playground, fitness stations, and a zipline to the woodlands



Coin Voting Bucket

COMMUNITY INPUT: PUBLIC MEETING #3

Community Meeting Activities and Responses

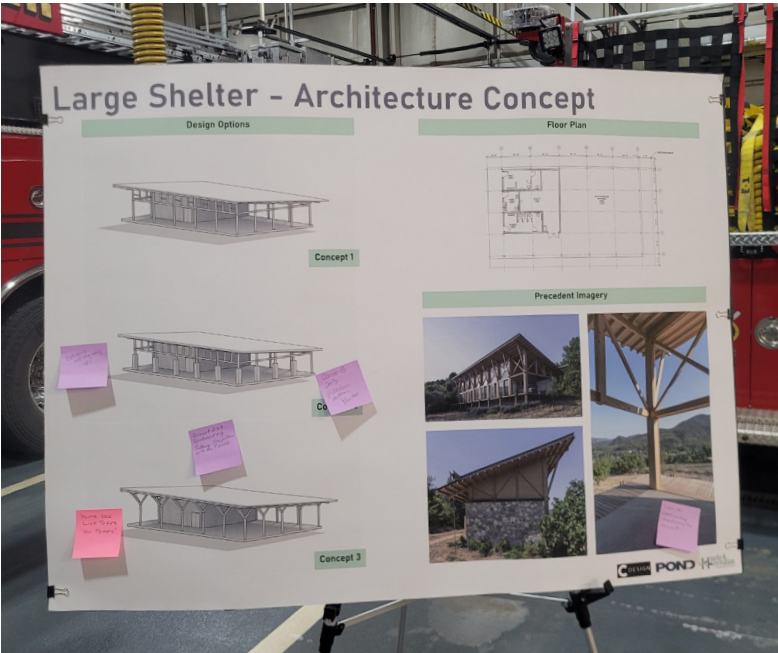


The Town hosted a third public engagement meeting in Huntersville's Fire Station #1, January 22nd, 2025, from 6-8pm.

At the public engagement meeting, there was a welcome board, A final master plan concept board, an architectural concept board, a program precedent board, site analysis and review of the previous public engagement meeting, kids coloring pages, and a board where individuals pin where they live in the Huntersville area.

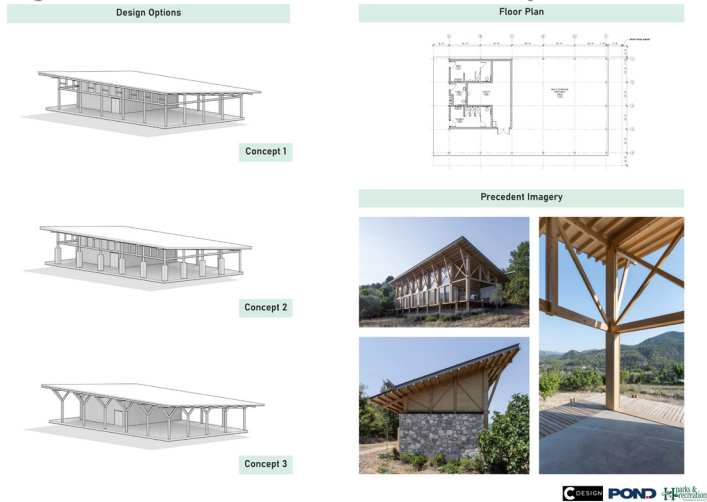
Similar to the previous meeting, the consulting team requested feedback from participants, specifically on their preferred architectural concept of the shelter.

The majority of participants preferred Concept 3, the Y-shaped columns, but with the addition of a stone base for the columns.



Pictured: Master Plan Concept, Architecture Concept board, community feedback

Large Shelter - Architecture Concept

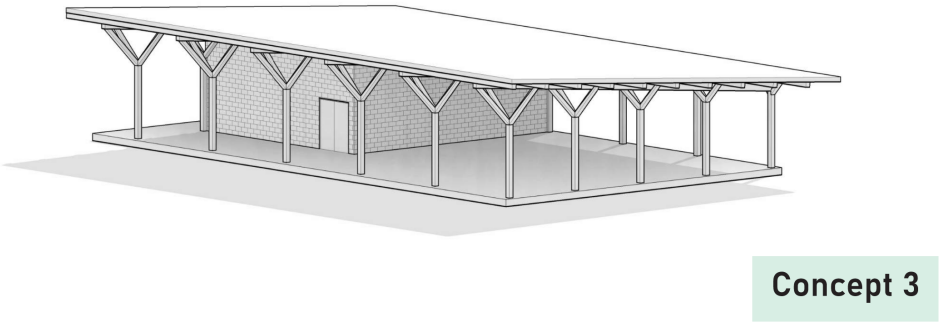
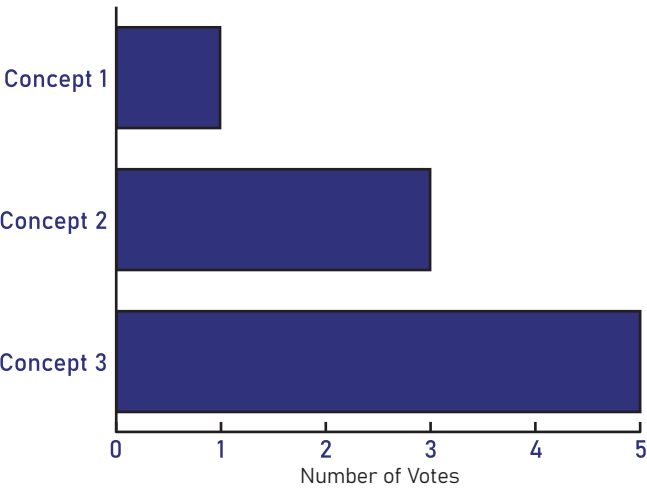


Architecture Concept board



Master Plan Concept board

Figure 3. Architecture Concept Votes



Right: Voting Results. Above: Preferred Concept 3



04

Master Plan

Master Plan Evolution

Master Plan by the Numbers

Programming Recommendations

Architecture Master Plan

MASTER PLAN EVOLUTION

Ramah Church Road Park Concept

The final concept capitalizes on the elements voted on in Concept A, and incorporates elements appreciated in Concept B, with a dual large and small dog park, larger multi-purpose lawn, and pollinator garden. This update includes the central circle that connects the playground to the woods, and fitness equipment in the shade along the 1/4 mile loop. By moving the stormwater dry pond, the dog parks and multi-use lawn space were expanded, and the plan is able to use the natural drainage pattern to handle stormwater needs. A few additional parking spaces are also added in the northern parking lot.

THE FINAL MASTER PLAN is a passive community park that provides direct access to the existing woodland with activities and amenities not found in nearby parks. Distinctive activities include beginning woodland activities like children’s mountain biking, hiking, exploring, bird watching, and picnicking. It includes passive open space for flexible use, a large playground for kids activities, and preserves nature by retaining a majority of the existing trees. Physical activities are available through fitness stations, and marked trails. Connection to nature is promoted as the playground areas are adjacent to the woodland, and seating is provided along the trails throughout the woods for viewing or rest.

This Master Plan emerged through an extensive design process. First by gathering and analyzing information from project stakeholders, the site visit, survey information, and historic conditions. Then the Community engagement portion provided feedback that informed the development of the master plan through programming and final design. The last stage in the process defined the final placement of program elements. Each of these steps brought forward a design that meets the needs of the community and can be ready for construction.

GATHER



01

ANALYZE



02

ENGAGE



03

DEVELOP



04



05

FINALIZE

Park Master Plan



MASTER PLAN BY THE NUMBERS

Park Site Numbers

- 25 acre site
- 5 acres for Future Fire Station
- 12 acres of Woodland

Park Concept Numbers

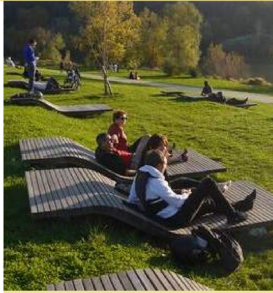
- Asphalt and Natural Trails
- Multiple Seating Types
- Restrooms and Water Fountains
- Total shelter space for 100+ people
- 96 Parking Spaces
- 6 total Shelters
- 3 Trail Entry Locations
- 1 Overlook
- 10,000+ sq ft Playground
- Multiple Fitness Stations
- 20,000+ sq ft Combined Dog Runs
- Approx 0.75 mi kids mountain bike trails
- Activities in the park including: Hiking, orienteering, beginner mountain biking, running, bird watching, play, fitness, events, picnicking, etc.



PROGRAMMING RECOMMENDATIONS

Combining public engagement, stakeholder feedback, and the needs of Huntersville, the program for the park site is represented in the images below.

Varied Seating Options

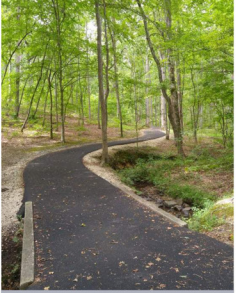


Swinging benches

Lounger

Gathering Platform

Trails



Asphalt Trail

Natural Surface Trail

Beginner Mountain Biking

Woods Play and Playground



Jumping Platforms

Spiderweb

Tunnel and Steps

Fitness



Fitness Stations

Fitness Structures

Garden + Picnic



Picnic + Meadow

Individual Picnic Shelters

Woods and Other Activities



Nature Overlook

Dog Run

Orienteering

Open Lawn Use

Small Shelter by Dog Runs



Large Shelter and Restrooms



MAIN PAVILION CONCEPT

About the Design

Symmetry with the Performance Lawn

- The main structure is designed to center the facility on the amphitheater and frames views to the woods behind the shelter. The overhang along the front extends out into the space bringing the structure into the performance area.

Separation of Uses

- The storage room is separated from the restrooms and provides separate functions available for all needs. By separating the two functions, the restrooms face the playgrounds and provide easy access for all park users. The entry to the storage room is then tucked away and allows for “back of house” functions to occur without disturbing park activity.

Keeping Nature First

- Lower roofs are shown to focus the eye on the woods in the background. The columns also provide an interesting tree like detail on the top to bring nature into the structure. All materials will have a natural feeling to blend into the surroundings and meet the desires of the community.

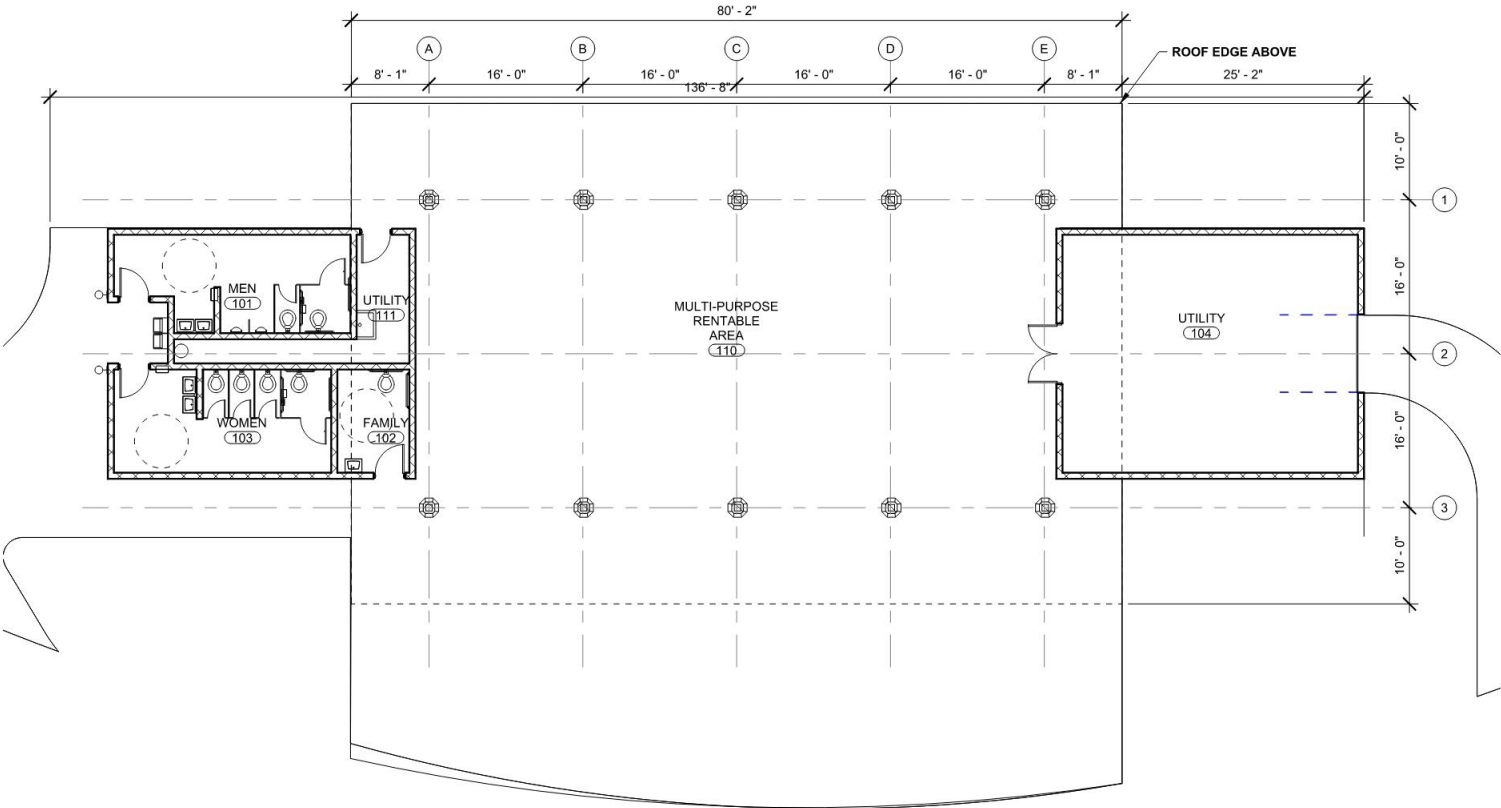


Pictured: Architecture Concept Renderings by C Design

MAIN PAVILION CONCEPT FLOOR PLAN

About the Plan

The symmetrical architectural design complements the performance lawn and provides flexibility in the use of the space, from performances to large gatherings. Ample storage and restrooms for the park is provided through the restroom building and the utility building in the pavilion.



Pictured: Floor Plan by C Design



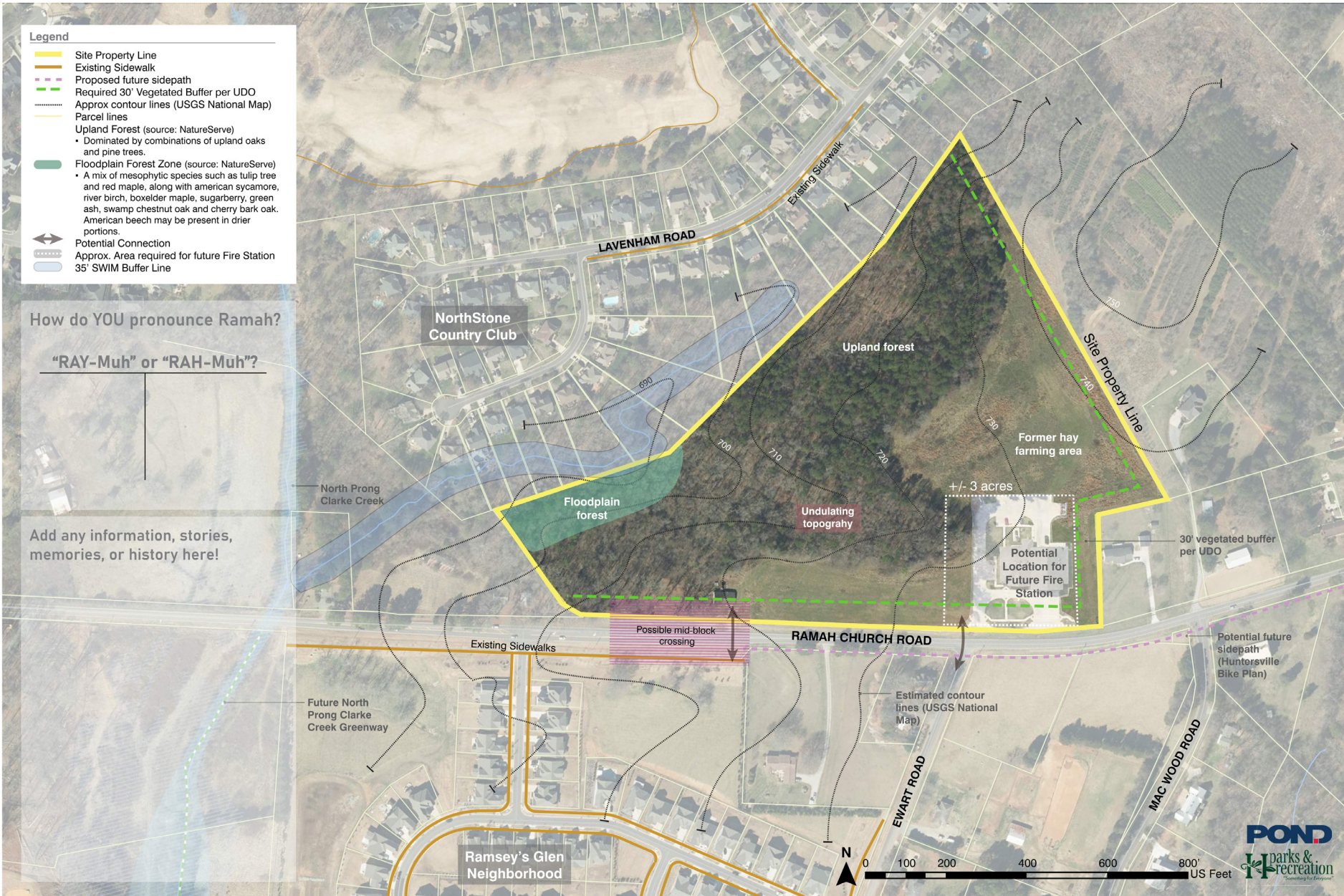
05 Appendix

Public Engagement Boards
Public Engagement Meeting #1 Boards Public
Engagement Meeting #2 Boards Public
Engagement Meeting #3 Boards Pavilion
Concept Alternatives
Initial Pavilion Concept Plan
Initial Pavilion Concepts
Maintenance and Operations Plan Full Report

PUBLIC ENGAGEMENT MEETING #1 BOARDS

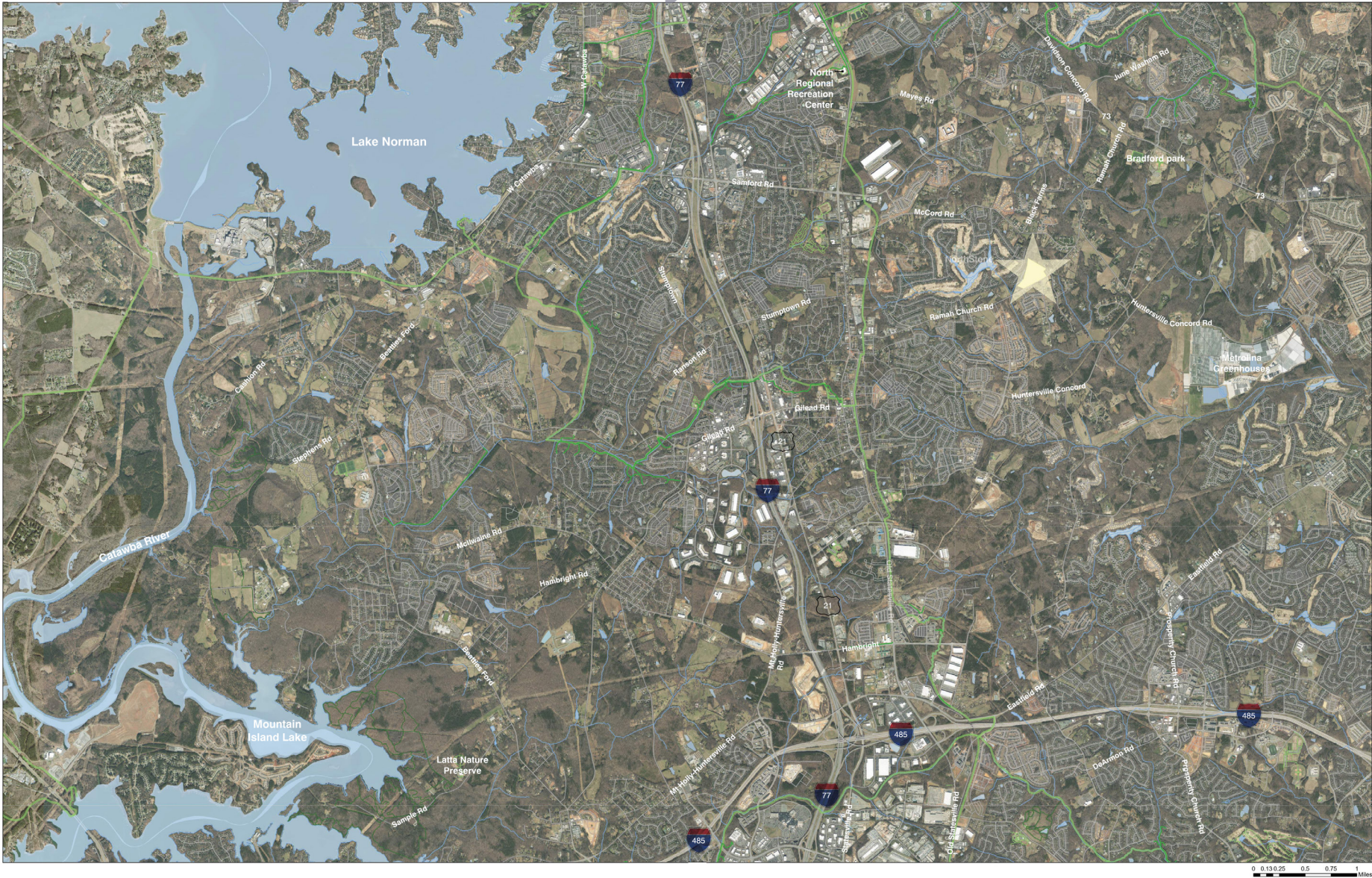
Ramah Church Road Park

Master Plan Site Info



PUBLIC ENGAGEMENT MEETING #1 BOARDS

Place a pin where you live!



Ramah Church Road Park Master Plan



PUBLIC ENGAGEMENT MEETING #1 BOARDS

What features would you like to see?



PUBLIC ENGAGEMENT MEETING #1 BOARDS

What features would you like to see?

Gardens



Woods Activities



Trails



Open Lawn "Free Play"



Playground or Play Areas



PUBLIC ENGAGEMENT MEETING #1 BOARDS

What features would you like to see?

Small Shelters



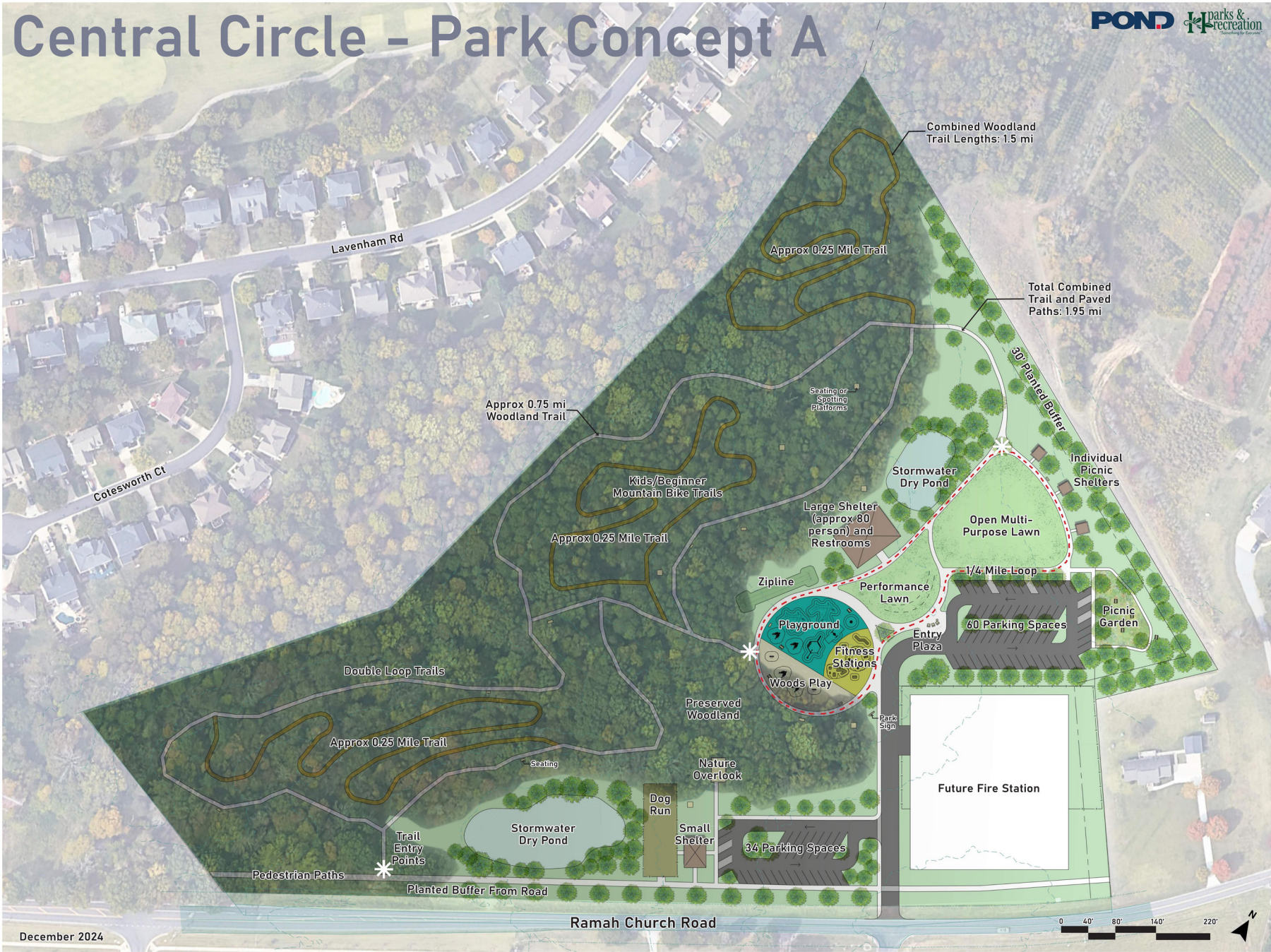
Large Shelters



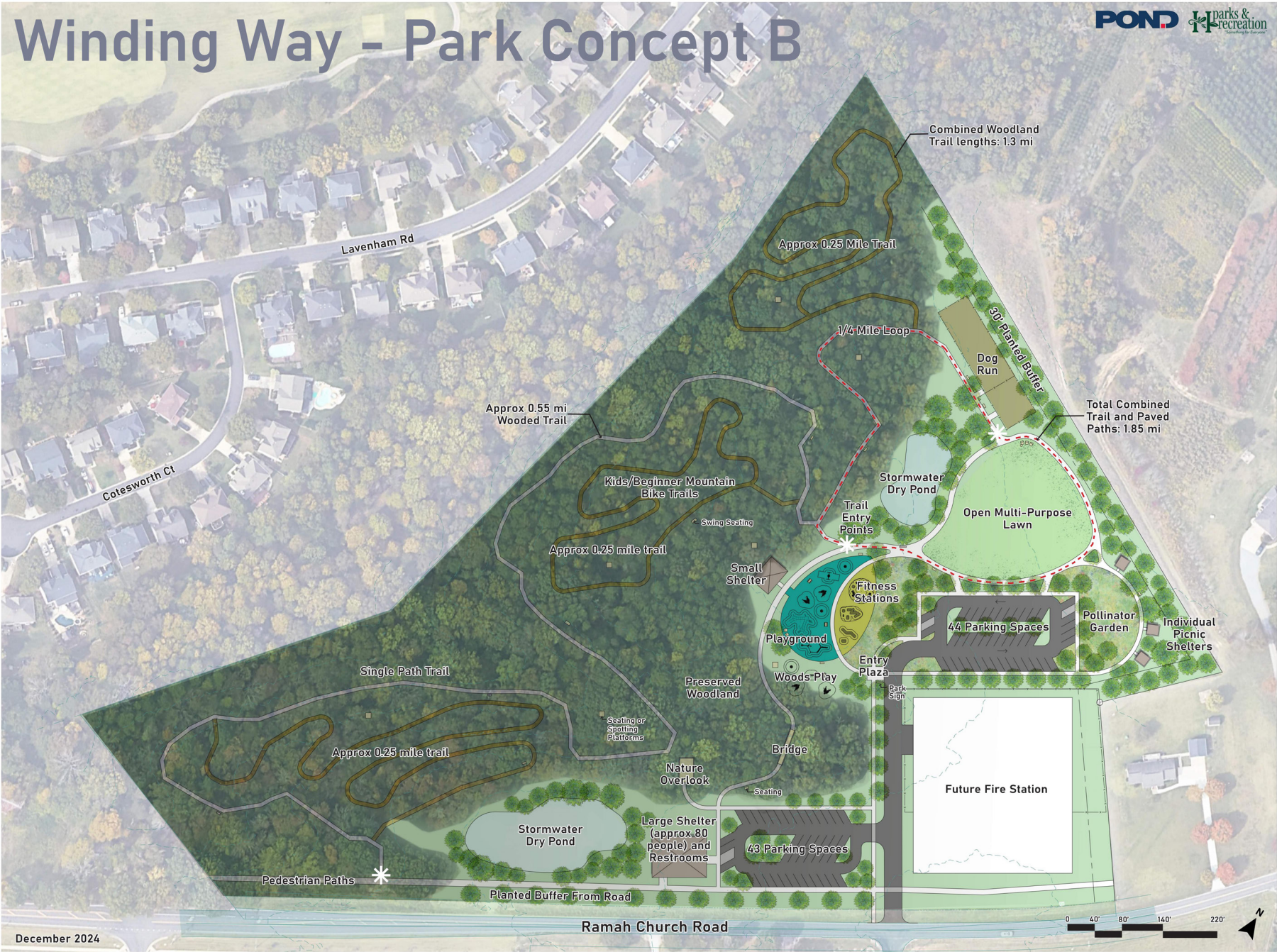
Fitness Stations



PUBLIC ENGAGEMENT MEETING #2 BOARDS



PUBLIC ENGAGEMENT MEETING #2 BOARDS



PUBLIC ENGAGEMENT MEETING #2 BOARDS

Park by the Numbers!



Below is information on the site and the design concepts. Basic information on the site is listed in "Park Site Numbers". Below, the park concept numbers provide more information on the concepts, and the information included applies to both Concept A and B.

Park Site Numbers

- 25 acre site
- 3 acres for Future Fire Station
- 12 acres of Woodland

Park Concept Numbers

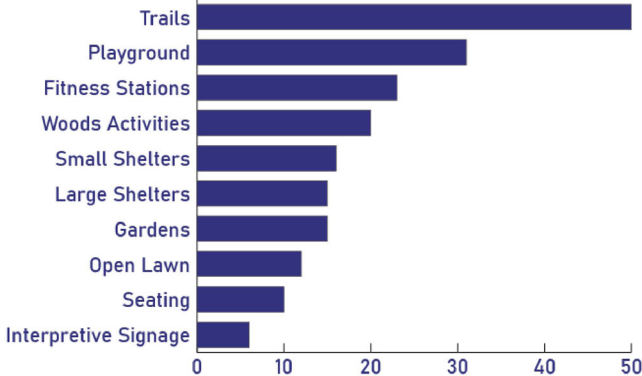
- Paved and Natural Trails
- Multiple Seating Types
- Restrooms and Water Fountains
- Total shelter space for 100+ people
- 87+ Parking Spaces
- 5 total Shelters
- 3 Trail Entry Locations
- 1 Overlook
- 10,000+ sq ft Playground
- 4,500+ sq ft Fitness Stations
- 6,500+ sq ft Dog Run
- Approx 0.75 mi kids mountain bike trails
- Activities in the park could include:
 - Hiking, orienteering, beginner mountain biking, running, bird watching, play, fitness, events, picnicking, etc.

Summary of 1st Engagement Meeting

The first public engagement meeting was held in Huntersville's Fire Station #1, November 4th, 2024, from 6-8pm. Over 50 people attended the meeting. The community was engaged with prioritization of program elements for the park. Community members were given 4 coins to place into jars for which elements they would like to see at the park, with the results in the graph below.

- Elements desired included:
- A variety of different playground elements (slides, monkey bars, rock wall, obstacle course, etc.) as well as an accessible playground
 - Preserving the woods on site or other nature/wildlife preservation
 - Trails/pathways and connecting to adjacent neighborhoods & parks
- Other comments included:
- Pickleball courts received comments for and against; there were requests for multi-use athletic fields
 - Concern for speeding traffic, noise from fire station, light pollution and for/against a fence along the North Stone boundary

Programs Favored:



15 people pronounced it "RAY-muh"
24 pronounced it "RAH-muh"

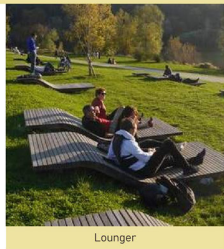
PUBLIC ENGAGEMENT MEETING #2 BOARDS

What park elements do you like the most?

Seating



Swinging benches



Lounger

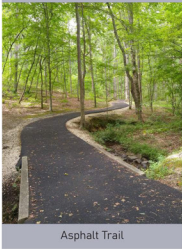


Gathering Platform



Hammocks

Trails



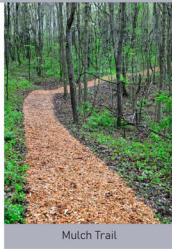
Asphalt Trail



Natural Surface Trail



Beginner Mountain Biking



Mulch Trail

Play



Jumping Platforms

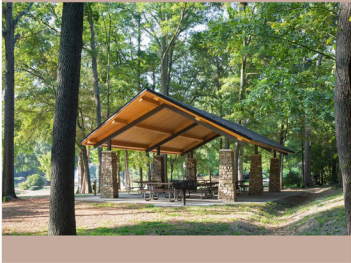


Spiderweb

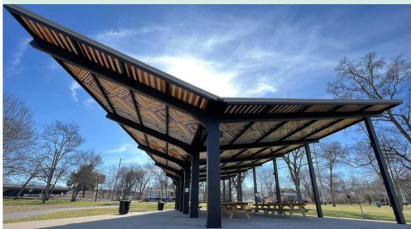


Tunnel and Steps

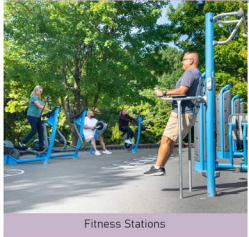
Small Shelter Precedents



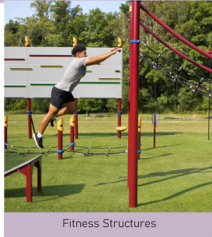
Large Shelter Precedents



Fitness



Fitness Stations



Fitness Structures

Garden + Picnic



Picnic + Meadow

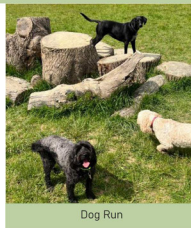


Individual Picnic Shelters

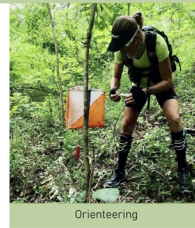
Woods and Other Activities



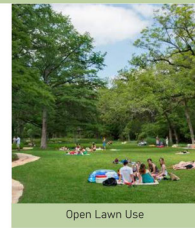
Nature Overlook



Dog Run



Orienteering



Open Lawn Use

PUBLIC ENGAGEMENT MEETING #3 BOARDS



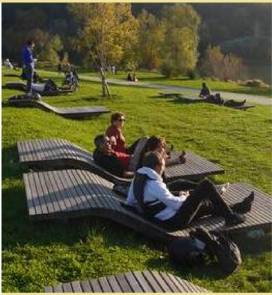
PUBLIC ENGAGEMENT MEETING #3 BOARDS

Future park elements

Varied Seating Options



Swinging benches

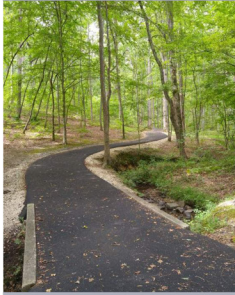


Lounger

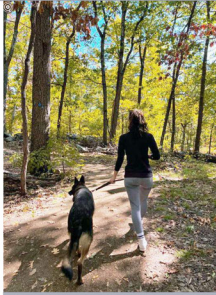


Gathering Platform

Trails



Asphalt Trail



Natural Surface Trail



Beginner Mountain Biking

Woods Play and Playground



Jumping Platforms

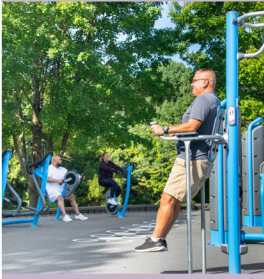


Spiderweb



Tunnel and Steps

Fitness



Fitness Stations



Fitness Structures

Garden + Picnic



Picnic + Meadow



Individual Picnic Shelters

Woods and Other Activities



Nature Overlook



Dog Run



Orienteering



Open Lawn Use

Small Shelter by Dog Runs



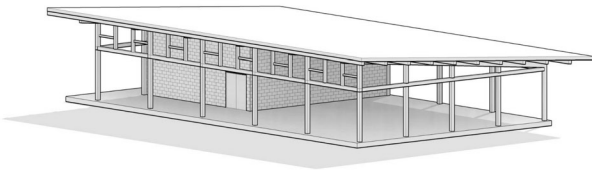
Large Shelter and Restrooms



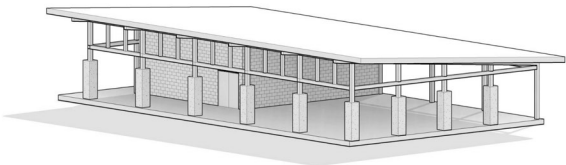
PUBLIC ENGAGEMENT MEETING #3 BOARDS

Large Shelter - Architecture Concept

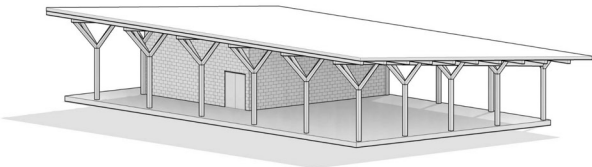
Design Options



Concept 1

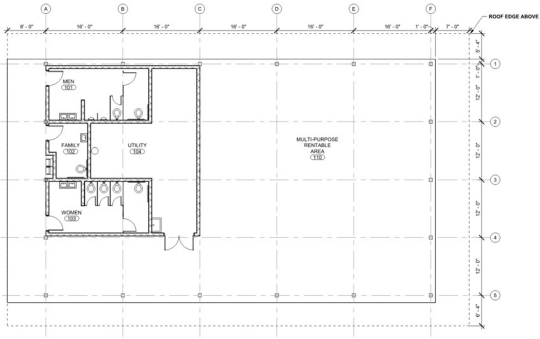


Concept 2



Concept 3

Floor Plan



Precedent Imagery



PUBLIC ENGAGEMENT MEETING #3 BOARDS



Park by the Numbers

Below is information on the site and the design concepts. Basic information on the site is listed in "Park Site Numbers". Below, the park concept numbers provide more information on the concept.

Park Site Numbers

- 25 acre site
- 3 acres for Future Fire Station
- 12 acres of Woodland

Park Concept Numbers

- Paved and Natural Trails
- Multiple Seating Types
- Restrooms and Water Fountains
- Total shelter space for 100+ people
- 98 Parking Spaces
- 6 total Shelters
- 3 Trail Entry Locations
- 1 Overlook
- 10,000+ sq ft Playground
- Multiple Fitness Stations
- 20,000+ sq ft Dog Run
- Approx 0.75 mi kids mountain bike trails
- Activities in the park could include:
 - Hiking, orienteering, beginner mountain biking, running, bird watching, play, fitness, events, picnicking, etc.

1st Engagement Meeting:

The first public engagement meeting was held in Huntersville's Fire Station #1, November 4th, 2024, from 6-8pm. Over 50 people attended the meeting. The community was engaged with prioritization of program elements for the park. Community members were given 4 coins to place into jars for which elements they would like to see at the park, with the results in the graph below.

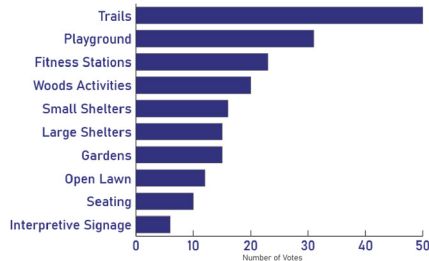
Elements desired included:

- A variety of different playground elements (slides, monkey bars, rock wall, obstacle course, etc.) as well as an accessible playground
- Preserving the woods on site or other nature/wildlife preservation
- Trails/pathways and connecting to adjacent neighborhoods & parks

Other comments included:

- Pickleball courts received comments for and against; there were requests for multi-use athletic fields
- Concern for speeding traffic, noise from fire station, light pollution and for/against a fence along the North Stone boundary

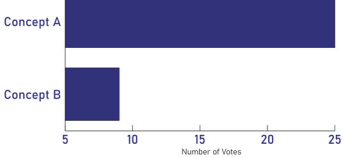
Programs Favored:



15 people pronounced it "RAY-muh"
24 pronounced it "RAH-muh"

2nd Engagement Meeting:

Concept Favored:



The second public engagement meeting was held in Huntersville's Fire Station #1, December 12th, 2024, from 6-8pm. Over 34 people attended the meeting.

The community was engaged in deciding between the two concepts. Community members were given 1 coin to vote for their preferred concept. They were also given stickers to place on preferred elements and the precedent imagery board. Individuals also contributed more information on their ideas for the park through a comment board and sticky notes.

Community Responses:

- Concept A was preferred, with 25 votes out of 34. There was preference for specific elements and adjacencies, such as the large shelter at the interior of the site. Some individuals also liked that the dog park was located closer to a parking lot and separated from the other programs. Others liked the performance lawn and the zipline near the tree line. The picnic garden was appreciated, receiving three dots, but not as much as the "pollinator garden" in the other concept.
- Concept B was also appreciated for some of its elements but received less votes – 9 out of 34. Some liked the bridge for this concept, and multiple people liked the larger dog run. Others liked the very direct access between the playground and the small shelter. Multiple people preferred the "pollinator garden." Bathrooms near the playground were desired, missing in this concept.

PAVILION CONCEPT ALTERNATIVES

Architecture Design Alternatives



01 _{NTS} OPTION 2 PERSPECTIVE



02 _{NTS} OPTION 2 BIRDS EYE

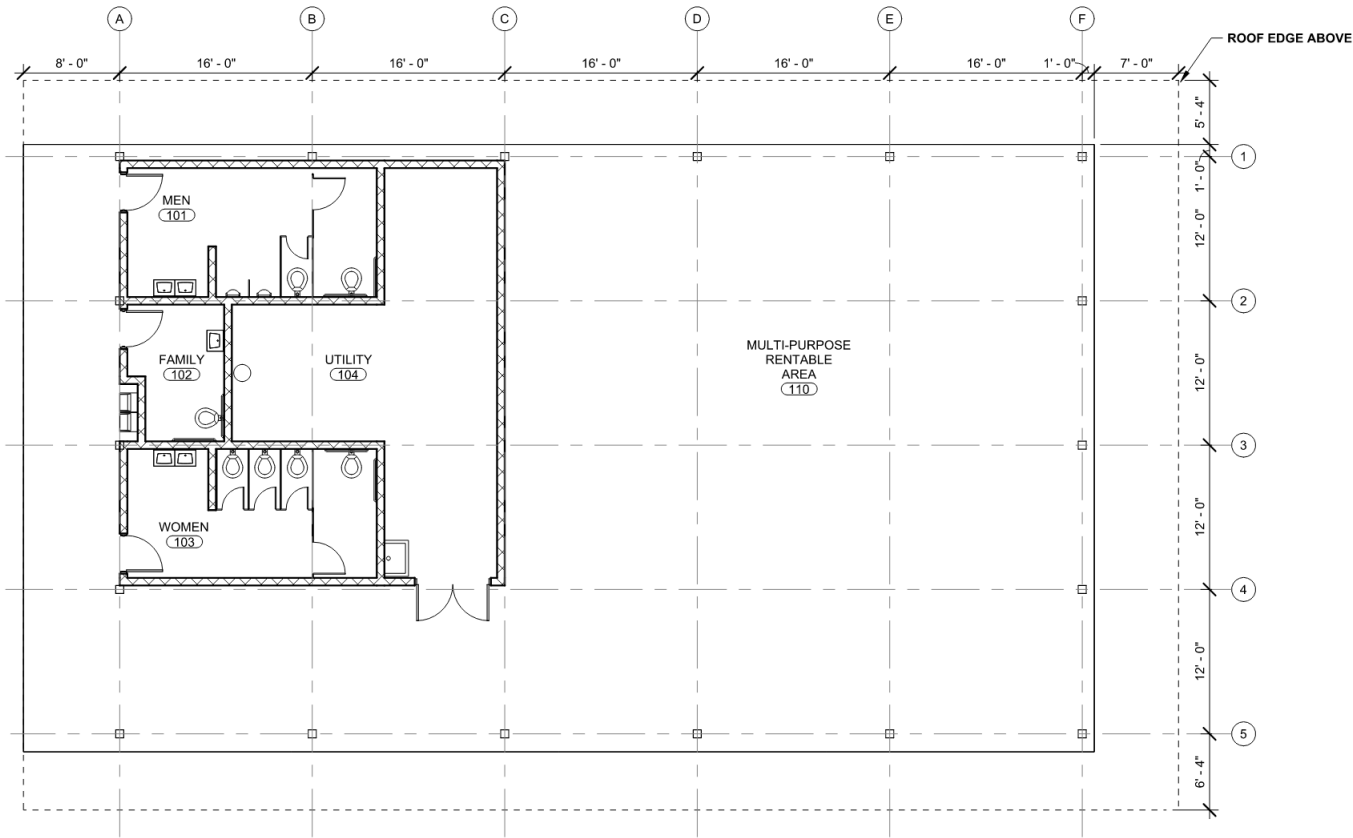


01 _{NTS} OPTION 3 PERSPECTIVE



02 _{NTS} OPTION 3 BIRDS EYE

INITIAL PAVILION CONCEPT PLAN



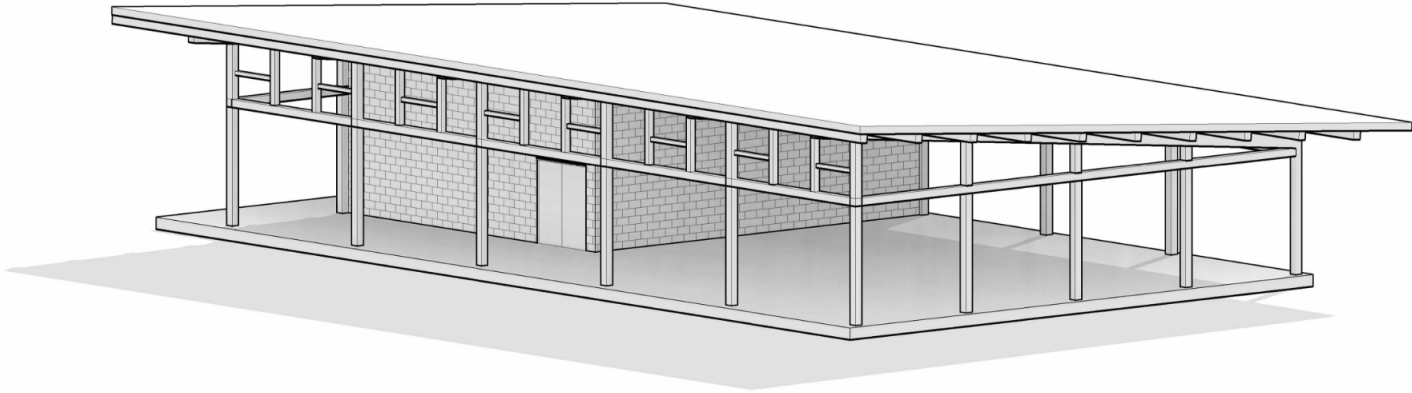
1/8" = 1'-0" ARCHITECTURAL FLOOR PLAN



TOWN OF HUNTERSVILLE
RAMAH CHURCH ROAD PARK

Plan North
PROJECT NUMBER: 0604-0703
DATE: 01/21/25

INITIAL PAVILION CONCEPTS



3D CONCEPTUAL OPTION 1

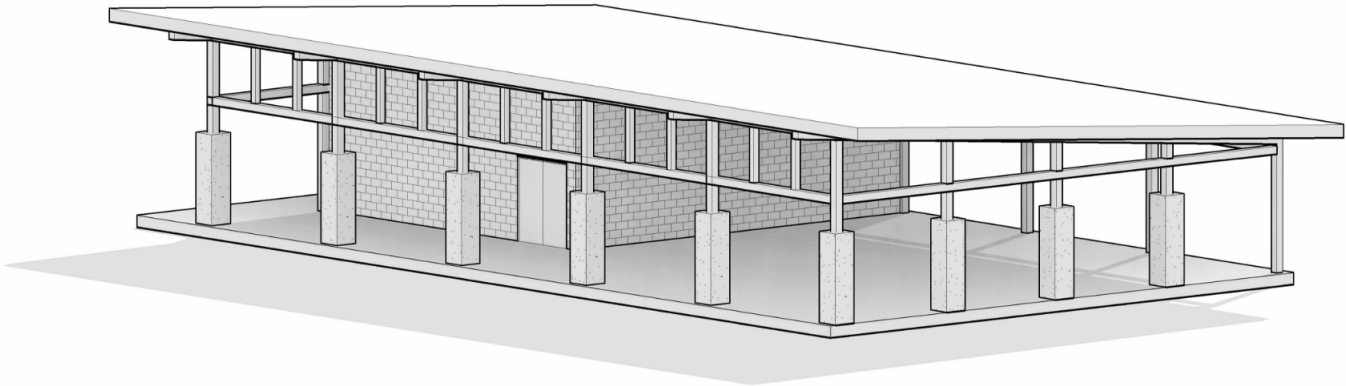


TOWN OF HUNTERSVILLE
RAMAH CHURCH ROAD PARK



PROJECT NUMBER: 0604-0703
DATE: 01/21/25

INITIAL PAVILION CONCEPTS



3D CONCEPTUAL OPTION 2



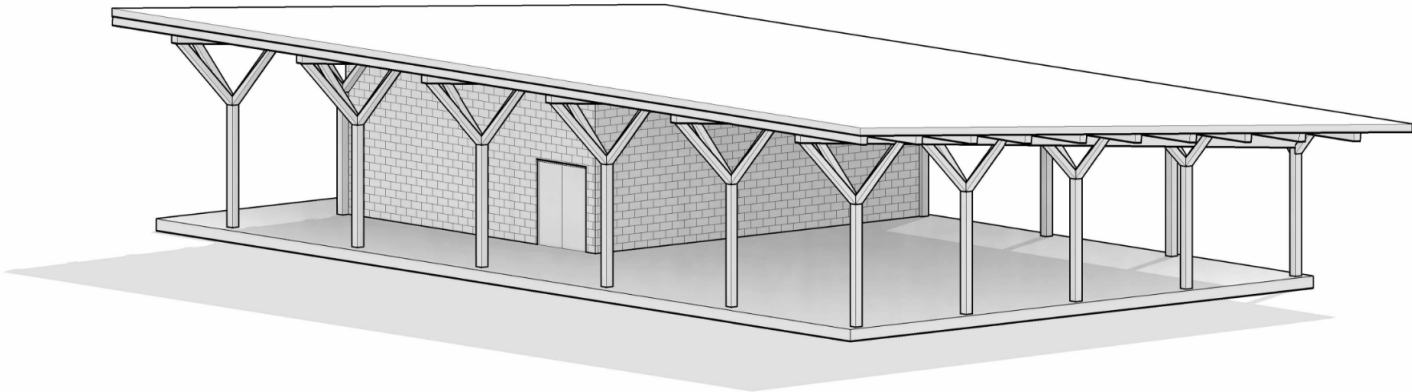
TOWN OF HUNTERSVILLE
RAMAH CHURCH ROAD PARK



Plan North
PROJECT NUMBER:
DATE:

0604-0703
01/21/25

INITIAL PAVILION CONCEPTS



3D CONCEPTUAL OPTION 3



TOWN OF HUNTERSVILLE
RAMAH CHURCH ROAD PARK

Plan North
PROJECT NUMBER: 0604-0703
DATE: 01/21/25

MAINTENANCE AND OPERATIONS PLAN

Plan by BerryDunn

Introduction

BerryDunn performed a comprehensive analysis of maintenance projections for the future Ramah Park, which will be managed by the City of Huntersville, NC. The analysis included:

- Staff interviews and an onsite visit
- Review of relevant operational documentation

The goal of this analysis is to offer an external perspective to enhance the effectiveness of future park maintenance operations at Ramah Park. This maintenance assessment aims to evaluate current practices and identify potential efficiencies in preparation of the park being completed.

This report serves as a resource to support the ongoing Master Plan for Ramah Park.

Park Maintenance

The BerryDunn team evaluated the master plan for Ramah Park maintenance by conducting a discovery session with staff including information on site design specifics provided by the Pond team and Town staff. This analysis centered on the maintenance performed by the Town’s park maintenance staff. With the help of Town staff, BerryDunn created a maintenance inventory that outlines necessary tasks, their frequency, and the personnel hours required. This analysis was specifically tailored to the future Ramah Park. BerryDunn also developed two projections for maintenance operations that can be found on the following pages.

Recommendations

Based on the financial projections and staffing levels outlined, the following maintenance recommendations are provided for both the full operations and minimal operations scenarios:

Full Operations Scenario

- Project Annual Costs: \$216,862
- Staff Costs: \$131,140
- Consumable Costs: \$45,722
- Utilities Costs: \$16,000
- Contracts Costs: \$40,000
- Full-Time Equivalents (FTEs): 2.1

1. Enhanced Staffing:

Maintain staffing levels at 2.1 FTEs to ensure adequate coverage for all maintenance tasks, enhancing response times and service quality. Consider cross-training staff to optimize efficiency and flexibility in task management.

2. Preventative Maintenance Program:

Implement a proactive preventive maintenance schedule for park facilities and equipment to minimize downtime and repair costs.

Regularly inspect and maintain landscaping, trails, shelters/buildings, playgrounds, and recreational equipment.

MAINTENANCE AND OPERATIONS RECOMMENDATIONS

Recommendations, cont.

3. Consumable Management:

Monitor and optimize consumable inventory to reduce waste and ensure timely replenishment, particularly for frequently used materials. Explore bulk purchasing agreements for consumables to reduce costs.

4. Community Involvement:

Involve the community in volunteer days for park clean-up and enhancement projects, fostering stewardship and reducing labor costs.

5. Regular Reporting:

Establish a reporting system to track maintenance activities, costs, and outcomes to ensure transparency and identify areas for improvement.

Minimal Full Operations Scenario

- Project Annual Costs: \$174,190
- Staff Costs: \$84,296
- Consumable Costs: \$33,894
- Utilities Costs: \$16,000
- Contracts Costs: \$40,000
- Full-Time Equivalents (FTEs): 1.35

1. Reduce Staffing Levels:

Adjust staffing to 1.35 FTEs, focusing on essential maintenance tasks to ensure basic upkeep of the park. Prioritize high-impact areas and tasks that require immediate attention.

2. Streamlined Maintenance Tasks:

Focus on essential maintenance activities, such as overseeing mowing contract, litter removal, and basic repairs.

Create a schedule that maximizes efficiency while minimizing the need for additional staffing.

3. Consumable Cost Efficiency:

Implement strict budgeting for consumable costs to avoid overspending while ensuring necessary supplies are always on hand. Investigate alternatives to high-cost consumables that maintain quality but reduce expense.

4. Collaborative Partnerships:

Seek partnerships with local organizations or volunteers to assist with park maintenance tasks, providing manpower without increasing staffing costs.

5. Feedback Mechanism:

Establish a simple feedback mechanism for park users to report maintenance issues, ensuring that problems are addressed promptly without the need for extensive staff monitoring.

By monitoring these recommendations, the Town can effectively manage the maintenance operations while optimizing resources and enhancing the overall park experience for visitors.

MAINTENANCE AND OPERATIONS RECOMMENDATIONS

Table 1: Recommended Operations Maintenance Projections

Ramah Park Master Plan Huntersville, NC Park Operations & Maintenance Projections - Recommended														
MAINTENANCE & REPAIR TASK	UNIT	Quantity	TAKE-OFFS MULTIPLIER (# of Units)	UNIT PERSONNEL HOURS	HOURLY RATE W/O Benefits	HUMANPOWER	ANNUAL FREQUENCY	CONSUMABLES/UNIT	CONSUMABLES	UTILITIES	Contracts	ANNUAL COSTS	UNIT PERSONNEL HOURS	FTEs
Prep Time	Each Staff	2	2	0.3	\$30.00	\$2,700	150		\$0.00			\$2,700	90.00	0.04
Travel Time	Each Staff	2	2	0.5	\$30.00	\$4,500	150		\$0.00			\$4,500	150.00	0.07
Park Acres (General Inspection/maintenance/trash/litter)	1 Acre	22	22.00	0.2	\$30.00	\$6,600	50		\$0.00			\$6,600	220.00	0.11
Active Areas (General Inspection/maintenance/trash/litter)	1 Acre	4	4	0.3	\$30.00	\$5,400	150		\$0.00			\$5,400	180.00	0.09
Entry road and parking (Asphalt)	1,000 Sq. Ft.	54300	54.3	0.1	\$30.00	\$1,955	12		\$0.00			\$1,955	65.16	0.03
Parking Spaces	EA	96	96	0.1	\$30.00	\$3,456	12		\$0.00			\$3,456	115.20	0.06
Dog Run Total														
Small Dog Run (Lawn)	1,000 Sq. Ft.	12000	12	0.1	\$30.00	\$5,400	150		\$0.00			\$5,400	180.00	0.09
Large Dog Run (Lawn)	1,000 Sq. Ft.	21600	21.6	0.1	\$30.00	\$9,720	150		\$0.00			\$9,720	324.00	0.16
Playground + Fitness Equipment Inspections														
Synthetic Surface Inclusive Playground Area	1,000 Sq. Ft.	10000	10	0.1	\$30.00	\$1,500	50	\$5.00	\$2,500.00			\$4,000	50.00	0.02
Woods Play - Natural Play Area	1,000 Sq. Ft.	6000	6	0.1	\$30.00	\$900	50	\$5.00	\$1,500.00			\$2,400	30.00	0.01
Fitness Stations	EA	10	10	0.1	\$30.00	\$1,500	50	\$5.00	\$2,500.00			\$4,000	50.00	0.02
Zipline	EA	1	1	0.1	\$30.00	\$150	50	\$10.00	\$500.00			\$650	5.00	0.00
Structures														
Individual Picnic Shelters (4 @ 320 SF each)	EA	4	4	0.3	\$30.00	\$1,800	50		\$0.00			\$1,800	60.00	0.03
45x30 Picnic Shelter by Dog Park	EA	1	1	0.1	\$30.00	\$150	50		\$0.00			\$150	5.00	0.00
60x80 Large Shelter and Restrooms	1	1	1	1	\$30.00	\$4,500	150	\$5.00	\$750.00			\$5,250	150.00	0.07
Nature Overlook (Elevated Platform with Railing)	1,000 Sq. Ft.	900	0.9	0.3	\$30.00	\$405	50	\$5.00	\$225.00			\$630	13.50	0.01
Landscape														
Tree Quantity	EA	140	140	0.3	\$30.00	\$15,120	12	\$5.00	\$8,400.00			\$23,520	504.00	0.24
Sod/Grass Area (Performance Lawn and Multi-Purpose)	1,000 Sq. Ft.	23500	23.5	0.3	\$30.00	\$635	3	\$5.00	\$352.50			\$987	21.15	0.01
Fertilization														
Planting Area	1,000 Sq. Ft.	32800	32.8	0.3	\$30.00	\$14,760	50	\$5.00	\$8,200.00			\$22,960	492.00	0.24
Mowing, edging and etc. (Contracted)											\$40,000.00	\$40,000		
Trails					\$30.00									
Asphalt - 10' width, 15' cleared	1,000 LF	2475	2.475	0.3	\$30.00	\$1,114	50	\$5.00	\$618.75			\$1,733	37.13	0.02
Asphalt - 6' width	1,000 LF	1250	1.25	0.3	\$30.00	\$563	50	\$5.00	\$312.50			\$875	18.75	0.01
Natural surface - 5' width	1,000 LF	3950	3.95	0.3	\$30.00	\$1,778	50	\$5.00	\$987.50			\$2,765	59.25	0.03
					\$30.00									
Stormwater Dry Pond	1,000 Sq. Ft.	28000	28	0.3	\$30.00	\$3,024	12	\$0.00	\$0.00			\$3,024	100.80	0.05
Site Improvements														
Park furnishings														
Trash, recycle receptacles	EA	12	12	0.1	\$30.00	\$5,400	150	\$0.10	\$180.00			\$5,580	180.00	0.09
Mutt Mitt receptacles	Each	12	12	0.10	\$30.00	\$5,400	150	\$0.10	\$180.00			\$5,580	180.00	0.09
Bike rack	EA	3	3	0.3	\$30.00	\$324	12	\$5.00	\$180.00			\$504	10.80	0.01
Benches 6' lg.	EA	18	18	0.3	\$30.00	\$8,100	90	\$5.00	\$4,500.00			\$12,600	270.00	0.13
Benches 3' lg. swinging	EA	4	4	0.3	\$30.00	\$1,800	90	\$5.00	\$1,000.00			\$2,800	60.00	0.03
Lounger seating	EA	5	5	0.3	\$30.00	\$2,250	50	\$5.00	\$1,250.00			\$3,500	75.00	0.04
Patio table w/ 4 chairs	SET	3	3	0.3	\$30.00	\$1,350	50	\$10.00	\$1,500.00			\$2,850	45.00	0.02
Spotting platforms, 7 ea., 200 sq ft / each, p. trnd	EA	7	7	0.1	\$30.00	\$252	12	\$5.00	\$420.00			\$672	8.40	0.00
Picnic tables	EA	17	17	0.3	\$30.00	\$7,650	90	\$10.00	\$8,900.00			\$16,150	255.00	0.12
Large Shelter Tables w/ Seating - Estimate	EA	1	1	0.5	\$30.00	\$750	50	\$10.00	\$500.00			\$1,250	25.00	0.01
Trail head and signage														
Entrance sign	EA	1	1	0.3	\$30.00	\$108	12	\$5.00	\$60.00			\$168	3.60	0.00
Park, trail wayfinding	EA	3	3	0.3	\$30.00	\$324	12	\$5.00	\$180.00			\$504	10.80	0.01
Interpretive signage / educational signage	EA	1	1	0.3	\$30.00	\$108	12	\$5.00	\$60.00			\$168	3.60	0.00
1/4 mile markers	EA	8	8	0.3	\$30.00	\$864	12	\$1.00	\$96.00			\$960	28.80	0.01
Park Fence Line	1,000 Sq. Ft.	4000	4	0.1	\$30.00	\$12	1		\$0.00			\$12	0.40	0.00
Contracted Landscape Install/Irrigation Inspections	Each		1.5	1.00	\$30.00	\$1,620	36	\$5.00	\$270.00			\$1,890	54.00	0.03
Other assignments (special events)	Each		4	5.00	\$30.00	\$7,200	12	\$0.00	\$0.00			\$7,200	240.00	0.12
Electricity										\$10,000.00				
Stormwater fees, water and sewer										\$6,000.00				
MAINTENANCE AND REPAIR TOTALS						\$131,140			\$45,722	\$16,000	\$40,000	\$216,862	4,371.34	2.10
MAINTENANCE & REPAIR TASK	UNIT		TAKE-OFFS MULTIPLIER (# of Units)	UNIT PERSONNEL HOURS	HOURLY RATE Inc. Benefits	HUMANPOWER	ANNUAL FREQUENCY	CONSUMABLES/UNIT	CONSUMABLES	UTILITIES	Contracts	ANNUAL COSTS	UNIT PERSONNEL HOURS/FTEs	FTEs
TOTAL OPERATIONAL & MAINTENANCE EXPENSES						\$131,140			\$45,722	\$16,000	\$40,000	\$216,862	2.10	

MAINTENANCE AND OPERATIONS RECOMMENDATIONS

Table 2: Minimal Operations Maintenance Projections

Ramah Park Master Plan Huntersville, NC Park Operations & Maintenance Projections - Minimal														
MAINTENANCE & REPAIR TASK	UNIT	Quantity	TAKE-OFFS MULTIPLIER (# of Units)	UNIT PERSONNEL HOURS	HOURLY RATE W/O Benefits	HUMANPOWER	ANNUAL FREQUENCY	CONSUMABLES/UNIT	CONSUMABLES	UTILITIES	Contracts	ANNUAL COSTS	UNIT PERSONNEL HOURS	FTEs
Prep Time	Each Staff	1	1	0.3	\$30.00	\$450	50		\$0.00			\$450	15.00	0.01
Travel Time	Each Staff	1	1	0.5	\$30.00	\$750	50		\$0.00			\$750	25.00	0.01
Park Acres (General Inspection/maintenance/trash/litter)	1 Acre	22	22.00	0.2	\$30.00	\$6,600	50		\$0.00			\$6,600	220.00	0.11
Active Areas (General Inspection/maintenance/trash/litter)	1 Acre	4	4	0.3	\$30.00	\$1,800	50		\$0.00			\$1,800	60.00	0.03
Entry road and parking (Asphalt)	1,000 Sq. Ft	54300	54.3	0.1	\$30.00	\$1,955	12		\$0.00			\$1,955	65.16	0.03
Parking Spaces	EA	96	96	0.1	\$30.00	\$3,456	12		\$0.00			\$3,456	115.20	0.06
Dog Run Total	1,000 Sq. Ft	33600	33.6	0.1	\$30.00	\$1,210	12		\$0.00			\$1,210	40.32	0.02
Small Dog Run (Lawn)	1,000 Sq. Ft	12000	12	0.1	\$30.00	\$432	12		\$0.00			\$432	14.40	0.01
Large Dog Run (Lawn)	1,000 Sq. Ft	21600	21.6	0.1	\$30.00	\$778	12		\$0.00			\$778	25.92	0.01
Playground + Fitness Equipment Inspections														
Synthetic Surface Inclusive Playground Area	1,000 Sq. Ft	30000	10	0.1	\$30.00	\$360	12	\$5.00	\$600.00			\$960	12.00	0.01
Woods Play - Natural Play Area	1,000 Sq. Ft	6000	6	0.1	\$30.00	\$216	12	\$5.00	\$360.00			\$576	7.20	0.00
Fitness Stations	EA	10	10	0.1	\$30.00	\$360	12	\$5.00	\$600.00			\$960	12.00	0.01
Zipline	EA	1	1	0.1	\$30.00	\$36	12	\$10.00	\$120.00			\$156	1.20	0.00
Structures														
Individual Picnic Shelters (4 @ 320 SF each)	EA	4	4	0.3	\$30.00	\$1,800	50		\$0.00			\$1,800	60.00	0.03
45x30 Picnic Shelter by Dog Park	EA	1	1	0.1	\$30.00	\$150	50		\$0.00			\$150	5.00	0.00
60x80 Large Shelter and Restrooms	EA	1	1	1	\$30.00	\$1,500	50	\$5.00	\$250.00			\$1,750	50.00	0.02
Nature Overlook (Elevated Platform with Railing)	1,000 Sq. Ft	900	0.9	0.3	\$30.00	\$405	50	\$5.00	\$225.00			\$630	13.50	0.01
Landscape														
Tree Quantity	EA	140	140	0.3	\$30.00	\$15,120	12	\$5.00	\$8,400.00			\$23,520	504.00	0.24
Sod/Grass Area (Performance Lawn and Multi-Purpose)	1,000 Sq. Ft	23500	23.5	0.3	\$30.00	\$635	3	\$5.00	\$352.50			\$987	21.15	0.01
Fertilization	1,000 Sq. Ft	32800	32.8	0.3	\$30.00	\$7,380	25	\$5.00	\$4,100.00			\$11,480	246.00	0.12
Mowing, edging and etc. (Contracted)											\$40,000.00	\$40,000		
Trails														
Asphalt - 10' width, 15' cleared	1,000 LF	2475	2.475	0.3	\$30.00	\$267	12	\$5.00	\$148.50			\$416	8.91	0.00
Asphalt - 6' width	1,000 LF	1250	1.25	0.3	\$30.00	\$135	12	\$5.00	\$75.00			\$210	4.50	0.00
Natural surface - 5' width	1,000 LF	3950	3.95	0.3	\$30.00	\$427	12	\$5.00	\$237.00			\$664	14.22	0.01
Stormwater Dry Pond	1,000 Sq. Ft	28000	28	0.3	\$30.00	\$3,024	12	\$0.00	\$0.00			\$3,024	100.80	0.05
Site Improvements														
Park furnishings														
Trash, recycle receptacles	EA	12	12	0.1	\$30.00	\$1,800	50	\$0.10	\$60.00			\$1,860	60.00	0.03
Mutt Mitt receptacles	Each	12	12	0.10	\$30.00	\$1,800	50	\$0.10	\$60.00			\$1,860	60.00	0.03
Bike rack	EA	3	3	0.3	\$30.00	\$324	12	\$5.00	\$180.00			\$504	10.80	0.01
Benches 6' lg	EA	18	18	0.3	\$30.00	\$8,100	50	\$5.00	\$4,500.00			\$12,600	270.00	0.13
Benches 3' lg, swinging	EA	4	4	0.3	\$30.00	\$1,800	50	\$5.00	\$1,000.00			\$2,800	60.00	0.03
Lounger seating	EA	5	5	0.3	\$30.00	\$2,250	50	\$5.00	\$1,250.00			\$3,500	75.00	0.04
Patio table w/ 4 chairs	SET	3	3	0.3	\$30.00	\$1,350	50	\$10.00	\$1,500.00			\$2,850	45.00	0.02
Spotting platforms, 7 ea., 200 sq ft / each, p. trtd	EA	7	7	0.1	\$30.00	\$252	12	\$5.00	\$420.00			\$672	8.40	0.00
Picnic tables	EA	17	17	0.3	\$30.00	\$7,650	50	\$10.00	\$8,500.00			\$16,150	255.00	0.12
Large Shelter Tables w/ Seating - Estimate	EA	1	1	0.5	\$30.00	\$750	50	\$10.00	\$500.00			\$1,250	25.00	0.01
Trail head and signage														
Entrance sign	EA	1	1	0.3	\$30.00	\$108	12	\$5.00	\$60.00			\$168	3.60	0.00
Park, trail wayfinding	EA	3	3	0.3	\$30.00	\$324	12	\$5.00	\$180.00			\$504	10.80	0.01
Interpretive signage / educational signage	EA	1	1	0.3	\$30.00	\$108	12	\$5.00	\$60.00			\$168	3.60	0.00
1/4 mile markers	EA	8	8	0.3	\$30.00	\$864	12	\$1.00	\$96.00			\$960	28.80	0.01
Park Fence Line	SF	4000	4	0.1	\$30.00	\$12	1		\$0.00			\$12	0.40	0.00
Contracted Landscape Install/Irrigation Inspections	Each		15	1.00	\$30.00	\$360	8	\$5.00	\$60.00			\$420	12.00	0.01
Other assignments (special events)	Each		4	5.00	\$30.00	\$7,200	12	\$0.00	\$0.00			\$7,200	240.00	0.12
Electricity										\$10,000.00		\$10,000		
Stormwater fees, water and sewer										\$6,000.00		\$6,000		
MAINTENANCE AND REPAIR TOTALS						\$84,296			\$33,894	\$16,000	\$40,000	\$174,190	2809.88	1.35
MAINTENANCE & REPAIR TASK	UNIT		TAKE-OFFS MULTIPLIER (# of Units)	UNIT PERSONNEL HOURS	HOURLY RATE Inc. Benefits	HUMANPOWER	ANNUAL FREQUENCY	CONSUMABLES/UNIT	CONSUMABLES	UTILITIES	Contracts	ANNUAL COSTS	UNIT PERSONNEL HOURS/FTEs	FTEs
TOTAL OPERATIONAL & MAINTENANCE EXPENSES						\$84,296			\$33,894	\$16,000	\$40,000	\$174,190	1.35	

Page intentionally left blank

Thanks!

Ramah Church Road Park
Master Plan Report
2025



Request for Board Action

April 1, 2025

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: Parks and Recreation Trust Fund Grant for the new Fire Station No. 4 Park Project

EXPLAIN REQUEST:

This request is to allow staff to submit a Parks and Recreation Trust Fund grant application for the Fire Station No. 4 Park Project. Our grant request will be for \$500,000. This grant request will help fund the new Fire Station No. 4 Park. The state will announce grant recipients in the fall of 2025.

ACTION RECOMMENDED:

Consider authorizing staff to submit an application for a Parks and Recreation Trust Fund Grant for the new Fire Station No. 4 Park Project.

FINANCIAL IMPLICATIONS:

\$6 million in the CIP

ATTACHMENTS:

1. north-carolina-PARTF grant -application-2025- Fire Station 4 Park---
2. 24X.S00206 - Fire Station No. 4 Park Master Plan_reduced

Parks and Recreation Trust Fund (PARTF)
Grant Program:
2025 Basic Facts and Assurances

Local Government Name: <u>Town of Huntersville</u>		
Federal Employee I.D. Number: <u>56-6001252</u>		County: <u>Mecklenburg</u>
Local Government Contact Person for Grant*		
Name: ☒ Mr. ☐ Ms. <u>Michael Jaycocks</u>		
Title: <u>Director</u>		
Organization: <u>Huntersville Parks and Recreation</u>		
Mailing Address: <u>PO BOX 2879</u>		
City: <u>Huntersville</u> State: <u>NC</u> Zip: <u>28070</u>		
Telephone: <u>704-766-2228</u>		
E-mail: <u>mjaycocks@huntersville.org</u>		
*must be an employee of the sponsoring local government.		
Local Government Manager		
Name: ☒ Mr. ☐ Ms. <u>Anthony Roberts</u>		
Title: <u>Town Manager</u>		
Organization: <u>Town of Huntersville</u>		
Mailing Address: <u>PO Box 664</u>		
City: <u>Huntersville</u> State: <u>NC</u> Zip: <u>28070</u>		
Telephone: <u>704-875-6541</u>		
E-mail: <u>aroberts@huntersville.org</u>		
Chief Elected Official		
Name: ☐ Mr. ☒ Ms. <u>Christy Clark</u>		
Title: <u>Mayor</u>		
Mailing Address: <u>PO Box 664</u>		
City: <u>Huntersville</u> State: <u>NC</u> Zip: <u>28070</u>		
Type of Project:		
☐ Land Acquisition Only		
☐ Land Acquisition and Development		
☒ Development Only (construction or development)		
Site Control (check all that apply):		
☒ Owned by local government.		
☐ Leased by the local government for 25 years or more		
☐ Easement		
☐ Owned by school board		
Costs rounded to nearest dollar:		
PARTF funds requested: \$ <u>500,000</u> .00		
Local government's matching funds: \$ <u>6,000,000</u> .00		
Total cost of project: \$ <u>6,500,000</u> .00		
Recreation Resources Service (RRS) regional consultant: <u>Terri Stowers</u>		
Project Name: <u>Fire Station No. 4 Park</u>		
Is this an LWCF-funded park on these lists of NC projects ? ☐ yes ☒ no		
If yes, list the grant number(s): _____		
Certification and Approval by Local Governing Board		
I hereby certify the information contained in the attached application is true and correct and the required one dollar of matching funds for five dollars of grant funds will be available within three years of submitting this application. This application has been approved by the local governing board.		
Chief Elected Official:		
Christy Clark Mayor		
Print or Type Name Title Signature		
<i>If two local governments are applying together, this form must be completed and signed by each local government. One applicant must be identified by adding "primary sponsor" in the "Local Government Name" section.</i>		
THIS FORM MUST BE COMPLETE IN ITS ENTIRETY FOR YOUR APPLICATION TO BE CONSIDERED		

LEGEND

- 1 NATURE TRAIL
- 2 WALKING PATH
- 3 POLLINATOR GARDEN
- 4 CANOPY TREE
- 5 MONUMENT SIGN



NOTE

- SEE CONTEXT MAP FOR EXTENTS OF SCHOOL PROPERTY
 - STORMWATER CONCEPT IS SCHEMATIC AND WILL BE VALIDATED DURING CONSTRUCTION DOCUMENTATION



LEGEND

- 1 EARTHEN PATH | 9/10'S OF A MILE LOOP
- 2 WALKING PATH | 1/2 MILE PAVED
- 3 TREE PRESERVATION | ±2.85 AC ON PARK
- 4 TREE PRESERVATION | ±8.18 AC ON SCHOOL



Request for Board Action

April 1, 2025

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Stumptown/Northcross Speed Limit

EXPLAIN REQUEST:

Discuss the current speed limit on Stumptown Road between Old Statesville Road (NC115) and Hugh Mcauley Road and Northcross Drive between Hugh Mcauley Road and NC 73.

ACTION RECOMMENDED:

Discuss current speed limits and if desired approve a change to the speed limits to Stumptown Road and Northcross Drive.

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

None