

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 22, 2025 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

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

1. Pre-meeting- 5:00 p.m.

- 1.A. Discussion on Fiscal Year 2026 Capital Improvement Projects. *(Pattie McGinnis)*
Note: If more time is needed for this item, the Board will add an item to the Agenda during Agenda Changes to continue the discussion.

2. Call to Order

3. Invocation/Moment of Silence

4. Pledge of Allegiance

5. Announcements

6. Public Comments, Requests, or Presentations

- 6.A. Recognition of the North Mecklenburg High School Boys Basketball State Championship. *(Mayor Christy Clark)*
- 6.B. A Proclamation for Earth Day. *(Mayor Christy Clark)*

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

- 8.A. Approve the minutes of the March 4, 2025 Regular Town Board Meeting. *(Janet Pierson)*
- 8.B. Approve Property Tax refunds. *(Pattie McGinnis)*

- 8.C. Approve budget amendment recognizing revenue of \$95,300 (Contributed Capital) from Bryton TC#1, LLC escrow account for the purpose of constructing a sidewalk along Highway 115 in front of North Mecklenburg High School. *(Stephen Trott/Pattie McGinnis)*
- 8.D. Approve budget amendment appropriating Signage revenue in the amount of \$1,700 to non-capitalized expense for new cafe tables at the Recreation Center. *(Michael Jaycocks/Pattie McGinnis)*
- 8.E. Approve budget amendment appropriating USTA Grant revenue in the amount of \$11,000 for resurfacing of the tennis courts at North Mecklenburg Park. *(Michael Jaycocks/Pattie McGinnis)*
- 8.F. Approve 2025 Engineering & Surveying On-Call contracts. *(Stephen Trott)*
- 8.G. Adopt four ordinances to repeal and enact speed limits on Stumptown Road. *(Stephen Trott)*

#1 - Repeal 40 MPH Speed Limit on Stumptown Road from SR 2141 (Hugh McAuley Rd) to US 21 (Statesville Rd) - Concurring State Ordinance Number: 1063325

#2 - Repeal 30 MPH Speed Limit on Stumptown Road from SR 2141 (North Cross Drive) to SR 2141 (Grand Oaks Elementary) - Concurring State Ordinance: 1067047

#3 - Enact 35 MPH Speed Limit on Stumtown Road from SR 2140 to NC 73 - Concurring State Ordinance: 1087416

#4 - Enact 25 MPH Speed Limit on Stumptown Road from SR 2141 (North Cross Drive) to SR 2141 (Grand Oaks Elementary) - Concurring State Ordinance: 1087418

- 8.H. Approve Resolution Ratifying and Authorizing Interlocal Cooperation Between the Town of Huntersville and Mecklenburg County for Implementation of the Voluntary Agricultural District Program Within the Jurisdiction of The Town of Huntersville. *(Emily Sloop)*
- 8.I. Call a public hearing for Tuesday May 6, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, for the Devonshire Drive and Cockerham Lane Traffic Calming request. *(Lora Mastrofrancesco)*
- 8.J. Call a public hearing for Tuesday May 6, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, for a request by the Town of Huntersville to enter into an Annexation Agreement with the Town of Cornelius to establish spheres of influence for the municipalities. *(Brian Richards)*

- 8.K. Call a public hearing for Tuesday May 20, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, to receive comments on the proposed budget for fiscal year 2026. (*Pattie McGinnis*)

9. Public Hearings

10. Other Business

- 10.A. Consider approving Resolution to acquire right of way and easements necessary for the construction of electric infrastructure to serve the Coventry Glen Subdivision on Mayes Road. (*David Lucore*)
- 10.B. Consider decision on Petition #R24-13 Mission Stumptown, a request by Mission Properties, LLC to rezone +/- 19.08 acres located at the intersection of Stumptown Road and Statesville Road from Neighborhood Residential to Highway Commercial-Conditional District. (*Jesse James*)
- 10.C. Consider decision on Petition #R24-14, a request by Linda Long to rezone +/- 64.5 acres located at 12705 Commerce Station Drive from Corporate Business to Corporate Business Conditional District to develop an industrial and flex space warehouse development. (*Brad Priest*)
- 10.D. Consider decision on Traffic Calming measures on Dellwood Drive. (*Lora Mastrofrancesco*)
- 10.E. Consider appointing one (1) member to the Greenway, Trail & Bikeway Commission due to a vacancy. (*Michael Jaycocks*)
- 10.F. Consider decision on amending Chapter 93, Article III of the Code of Ordinances - Noise. (*Emily Sloop*)
- 10.G. Consider Approval of Management Services Contract with LIV unLtd, LLC for Full and Complete Management of Huntersville Family Fitness and Aquatic Center. (*Emily Sloop*)
- 10.H. Consider decision on adopting Mobility Plan. (*Heather Maloney*)

11. Closing Comments

12. Adjourn

General Meeting Information

Town Board:

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

Meeting Time, Place and Agenda:

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

Public Comment and Public Hearing Policy:

Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet no later than five (5) minutes prior to the designated meeting start time. Once the meeting has begun, a person may not sign up to speak. Persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. The Mayor shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. *(Public Comment and Public Hearing Policy - Amended February 19, 2024)*

Special Accommodations:

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



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Fiscal Year 2026 Capital Improvement Projects

EXPLAIN REQUEST:

Review of FY 26 Capital Improvement Projects

ACTION RECOMMENDED:

Review

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Summary CIP - FY 2026
2. Consolidated CIP projects - FY 26



**PROJECTED CAPITAL IMPROVEMENT PROGRAM
FY 2026
SUMMARY**

PG #	Project	Funded Prior Years	FY 26	FY 27	FY 28	FY 29	FY 30	Future	TOTAL
1	Town Hall	30,485,300	-	-	-	-	-	-	30,485,300
2	Gilead Rd West	18,658,305	841,695	-	-	-	-	-	19,500,000
3	Ferrelltown Parkway/Ramah Road	5,100,000	-	-	-	-	-	-	5,100,000
4	Huntington Green Sidewalk	4,817,917	-	-	-	-	-	-	4,817,917
5	Stumptown Road Extension	3,432,058	1,732,000	4,490,060	10,511,457	5,037,016	-	-	25,202,591
6	North Meck Park Greenway	3,100,000	-	-	-	-	-	-	3,100,000
7	Beatties Ford Rd/McCoy Rd	3,000,000	-	-	-	-	-	-	3,000,000
8	Ranson Road Sidewalk	2,900,000	-	-	-	-	-	-	2,900,000
9	Firestation #5	2,890,430	12,000,000	-	-	-	-	-	14,890,430
10	Firestation #4 Park	2,860,014	4,639,986	-	-	-	-	-	7,500,000
11	Beatties Ford Rd/Gilead Rd	2,700,000	-	-	-	-	-	-	2,700,000
12	NC115 - McCord to NC73	2,562,000	-	526,000	1,997,000	-	3,457,000	-	8,542,000
13	Sidewalks	2,335,000	750,000	750,000	500,000	500,000	500,000	-	5,335,000
14	McCoy @ Hambright	2,300,000	-	-	-	-	-	-	2,300,000
15	Beatties Ford Rd/Hambright	2,150,000	-	-	-	-	-	-	2,150,000
16	Hwy 73 Greenway Bridge	2,063,520	-	-	-	-	-	-	2,063,520
17	Lower McDowell Creek Greenway	1,800,000	-	-	-	-	-	-	1,800,000
18	Seagle - McCord to NC 73	1,750,000	-	-	-	-	-	-	1,750,000
19	Walters (Huntersville Concord - 3rd)	1,511,558	-	-	3,100,000	-	-	-	4,611,558
20	South Prong Clarke Creek Greenway	1,500,000	-	-	-	-	-	-	1,500,000
21	Commerce Centre Drive	1,500,000	-	-	-	-	-	-	1,500,000
22	McCoy @ McIlwaine	1,500,000	-	-	-	-	-	-	1,500,000
23	Arahova Drive	1,422,465	-	-	-	-	-	-	1,422,465
24	Gibson Park Drive Phase 2	1,400,000	-	-	-	-	-	-	1,400,000
25	Waymer Park Splash pad	1,200,000	-	-	-	-	-	-	1,200,000
26	Beatties Ford / Neck Road	1,000,000	-	-	1,600,000	-	-	-	2,600,000
27	The Park Huntersville Greenway	984,200	-	2,537,850	-	-	-	-	3,522,050
28	Church Street - Holbrooks Rd to Dellwood	870,000	-	-	-	-	3,130,000	-	4,000,000
29	US 21/Gilead - Mast arms	850,000	-	-	-	-	-	-	850,000
30	Huntersville Concord Road @ Warfield	622,355	250,000	2,927,645	-	-	-	-	3,800,000
31	Reese Blvd at Vanstory Drive	500,000	-	-	-	-	-	-	500,000
32	Waymer Park Improvements	350,000	-	-	-	-	-	-	350,000
33	Holbrook Street Connection to Dallas St	350,000	-	-	-	-	-	-	350,000
34	Firestation #2 replacement	300,000	-	-	15,000,000	-	-	-	15,300,000
35	Holbrook Park Parking Lot Expansion	291,882	-	-	-	-	-	-	291,882
36	Bud Henderson at Beatties Ford	200,000	600,000	-	-	-	-	-	800,000
37	Ramah Church Park	139,944	-	-	6,160,056	-	-	-	6,300,000
38	David Kenney Farm Connection	135,580	-	-	-	-	-	1,864,420	2,000,000
39	Townley Connector	-	1,250,000	875,000	875,000	6,000,000	-	-	9,000,000
40	Town Hall Parking deck	-	-	8,000,000	-	-	-	-	8,000,000
41	Maxwell Avenue Upgrade	-	-	3,700,000	-	-	-	-	3,700,000
42	Bradford Park Driveway and Parking Lot Resurfacing	-	-	750,000	-	-	-	-	750,000
43	Lake Norman Charter Elementary School Gym	-	-	650,000	-	-	-	-	650,000
44	US 21 Greenway/Tunnel	-	-	650,000	-	-	-	-	650,000
45	HAP Amphitheater	-	-	600,000	-	-	-	-	600,000



**PROJECTED CAPITAL IMPROVEMENT PROGRAM
FY 2026
SUMMARY**

PG #	Project	Funded Prior Years	FY 26	FY 27	FY 28	FY 29	FY 30	Future	TOTAL
46	Birkdale Commons Ext and Ervin Cook Ext	-	-	400,000	-			11,900,000	12,300,000
47	Firestation #1 replacement	-	-	-	-		16,000,000		16,000,000
48	Recreation Center - Expansion	-	-	-	10,000,000			-	10,000,000
49	Church Street - Realignment to Walters	-	-	-	5,000,000				5,000,000
50	I77-NC 73 Interchange Cost Sharing	-	-	-	4,500,000			1,250,000	5,750,000
51	Upgrade existing Ervin Cook Rd	-	-	-	2,750,000				2,750,000
52	Fire trucks	-			1,996,000				1,996,000
53	Greenway St - Watkins to NC115	-	-	-	1,500,000				1,500,000
54	Bradford Park Synthetic Turf Replacement				1,500,000				1,500,000
55	US 21 Cost Share on NCDOT TIP projects	-	-	-	1,000,000			-	1,000,000
56	Building for Public Works and Park Operations				750,000	7,250,000			8,000,000
57	Bradford Park Phase 3	-	-	-	-	-	10,000,000	-	10,000,000
58	Richard Barry Park turf replacement						2,000,000		2,000,000
59	Ervin Cook Rd Extension	-	-	-	-			12,000,000	12,000,000
60	Gibson Park Phase 3							3,300,000	3,300,000
61	Hambright @ Mt Holly Huntersville	-	-	-	-	-		3,200,000	3,200,000
62	Holbrooks Rd between 115 and Central	-	-	-	-			2,500,000	2,500,000
63	Holbrook Park expansion	-	-	-	-			2,500,000	2,500,000
64	Beatties Ford at Cashions							2,400,000	2,400,000
65	Beatties Ford at Stephens							2,400,000	2,400,000
66	First Street Upgrade							1,750,000	1,750,000
67	Second Street Upgrade							1,750,000	1,750,000
68	Police space needs	-	-	-					-
		\$ 111,532,528	\$ 22,063,681	\$ 26,856,555	\$ 68,739,513	\$ 18,787,016	\$ 35,087,000	\$ 46,814,420	\$ 329,880,713

Transportation Capital Reserve	941,695								941,695
General Fund Balance/Tourism	6,889,986	8,514,425	6,181,056	500,000	3,630,000	-			25,715,467
BA/DA Funding/CRTPO/CDBG	1,732,000								1,732,000
CRTPO -	-	6,764,485	1,997,000	5,037,016	3,457,000				17,255,501
Transportation Bonds - 2024	-	-							-
Transportation Bonds - 2028	-	2,927,645	29,961,457	4,000,000					36,889,102
Parks and Recreation Bonds - 2024	-								-
Parks and Recreation Bonds - 2028		650,000	3,350,000						4,000,000
Installment Financing/LOBS (FS /PR/Parking Deck)	12,000,000	8,000,000	15,000,000		16,000,000				51,000,000
Funded by others	500,000		1,500,000	2,000,000	2,000,000				6,000,000
Future debt instrument			10,750,000	7,250,000	10,000,000	46,814,420			74,814,420
	111,532,528	22,063,681	26,856,555	68,739,513	18,787,016	35,087,000	46,814,420		218,348,185

PROJECT NAME: New Town Hall	DEPT: Administration						
PROJECT DESCRIPTION: The Town of approximately 60,000 residents has outgrown the current Town Hall facility. We frequently lack meeting room space, the Town Board Room is too small to accommodate citizens at most Town Board meetings, we lack space to add additional administrative positions, and there is not space to accommodate personnel and financial record storage in one location. Our seating capacity limits our opportunity to host most regional meetings.	PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date 3/21/2025</td> <td style="width: 20%; text-align: right;">\$ 18,275,863</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">12,209,437</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 30,485,300</td> </tr> </table>	Project spent to date 3/21/2025	\$ 18,275,863	Remaining to be spent	12,209,437	Total Project costs	\$ 30,485,300
Project spent to date 3/21/2025	\$ 18,275,863						
Remaining to be spent	12,209,437						
Total Project costs	\$ 30,485,300						

PART A:	TOTAL PROJECT BUDGET							
	\$30,485,300							
<u>DESCRIPTION/DETAIL</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 12.5%;"><u>Prior year</u></th> <th style="width: 12.5%;"><u>FY26</u></th> <th style="width: 12.5%;"><u>FY27</u></th> <th style="width: 12.5%;"><u>FY28</u></th> <th style="width: 12.5%;"><u>FY29</u></th> <th style="width: 12.5%;"><u>FY30</u></th> <th style="width: 12.5%;"><u>Total</u></th> </tr> </table>	<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>		
Engineering/Design	\$ 18,275,863	\$ 12,209,437	\$ -	\$ -	\$ -	\$ -		
Construction/Upfit						\$ 30,485,300		
						-		
TOTAL	\$ 18,275,863	\$ 12,209,437	\$ -	\$ -	\$ -	\$ 30,485,300		

PART B:	FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 12.5%;"><u>Prior year</u></th> <th style="width: 12.5%;"><u>FY26</u></th> <th style="width: 12.5%;"><u>FY27</u></th> <th style="width: 12.5%;"><u>FY28</u></th> <th style="width: 12.5%;"><u>FY29</u></th> <th style="width: 12.5%;"><u>FY30</u></th> <th style="width: 12.5%;"><u>Total</u></th> </tr> </table>	<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>		
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
LOBS financing	30,485,300	-	-	-	-	30,485,300		
Other(Describe)								
TOTAL	\$ 30,485,300	\$ -	\$ -	\$ -	\$ -	\$ 30,485,300		

PROJECT NAME: Gilead Road West		DEPT: Engineering / Public Works						
PROJECT DESCRIPTION:		PROJECT COSTS:						
Widen Gilead Road from just west of Wynfield Creek Parkway to east of McCoy Road to multi-lane divided facility. Improve capacity and reduce congestion by providing additional lanes for more efficient travel.		Project spent to date 2/7/2025				\$	2,912,114	
		Remaining to be spent					16,587,886	
		Total Project costs				\$	19,500,000	
PART A: TOTAL PROJECT BUDGET		\$ 19,500,000						
DESCRIPTION/DETAIL	Prior Yrs	FY 26	FY 27	FY28	FY29	FY30	Total	
Planning / Permitting / Design	\$ 1,598,440	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 1,948,440	
Right of Way / Utility Relocation / Construct.	1,313,674	3,000,000	7,500,000	5,737,886	-	-	16,237,886	
TOTAL	\$ 2,912,114	\$ 3,350,000	\$ 7,500,000	\$ 5,737,886	\$ -	\$ -	\$ 19,500,000	
PART B: FUNDING SOURCES		Prior Yrs	FY 26	FY 27	FY28	FY29	FY30	Total
General Fund Appropriation	\$ 3,654,784	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 4,154,784	
General Obligation Bonds - <u>2020 Bonds issued</u>	1,241,531		-	-	-	-	1,241,531	
General Obligation Bonds - <u>2016 Bonds issued</u>	283,510	-	-	-	-	-	283,510	
Special Revenue Funds-Designated <u>CRTPO</u>	10,760,000		-	-	-	-	10,760,000	
Transportation Reserve	551,245	341,695					892,940	
General Obligation Bonds - <u>2024 Bonds issued</u>	2,167,235		-	-			2,167,235	
TOTAL	\$ 18,658,305	\$ 841,695	\$ -	\$ -	\$ -	\$ -	\$ 19,500,000	

PROJECT NAME: Ferrelltown Parkway		DEPT: Engineering / Public Works					
PROJECT DESCRIPTION:		PROJECT COSTS:					
Extend Ferrelltown Parkway thoroughfare from Keyes Meadow Way to Ramah Church Road. Add turn lanes on Ramah Church Road at Ferrelltown Parkway. Fix sight distance issue along Ramah Church Road.		Project spent to date- 2/10/2025				\$	95,875
		Remaining to be spent					<u>5,004,125</u>
		Total Project costs				\$	<u>5,100,000</u>
PART A: TOTAL PROJECT BUDGET		\$5,100,000					
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 95,875	\$ 2,000,000	\$ 1,500,000	\$ 1,504,125	\$ -	\$ -	\$ 5,100,000
TOTAL	\$ 95,875	\$ 2,000,000	\$ 1,500,000	\$ 1,504,125	\$ -	\$ -	\$ 5,100,000
PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ 1,142,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,142,450
General Obligation Bonds - <u>2024 Bonds issued</u>	3,957,550	-	-				3,957,550
Special Revenue Funds- <u>Transportation Reserve Fund</u>							
TOTAL	\$ 5,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,100,000

PROJECT NAME: Huntington Green Sidewalk		DEPT: Engineering / Public Works							
PROJECT DESCRIPTION: Project constructs new sidewalk along the north side of Hambright Road and the east side of McCoy Road connecting the Lake Norman Charter Elementary School to existing sidewalk along McCoy Road north of McIlwaine Road.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date- 2/20/2025</td> <td style="text-align: right;">\$ 4,106,280</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-top: 1px solid black;">711,637</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 4,817,917</td> </tr> </table>		Project spent to date- 2/20/2025	\$ 4,106,280	Remaining to be spent	711,637	Total Project costs	\$ 4,817,917
Project spent to date- 2/20/2025	\$ 4,106,280								
Remaining to be spent	711,637								
Total Project costs	\$ 4,817,917								

PART A: TOTAL PROJECT BUDGET DESCRIPTION/DETAIL	\$4,817,917						
	<u>Prior Years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 4,106,280	\$ 711,637		\$ -	\$ -	\$ -	\$ 4,817,917
							-
TOTAL	\$ 4,106,280	\$ 711,637	\$ -	\$ -	\$ -	\$ -	\$ 4,817,917

PART B: FUNDING SOURCES DESCRIPTION/DETAIL	<u>Prior Years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ 1,859,733	\$ -	\$ -	\$ -	\$ -	\$ -	1,859,733
General Obligation Bonds - <u>2020 Bonds</u>	921,237						921,237
Special Revenue Funds- <u>Transportation Reserve</u>							-
Other(Describe) - CDBG	2,036,947						2,036,947
							-
							-
							-
TOTAL	\$ 4,817,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,817,917

PROJECT NAME: Stumptown Road Extension		DEPT: Engineering / Public Works					
PROJECT DESCRIPTION: Project constructs a roadway on new alignment from NC 115/ Stumptown Road intersection to Aberfield Road/Stumptown Road intersection. Roadway would be integral in providing east/west connectivity and remove traffic from NC 115 congested area.	PROJECT COSTS:						
	Project spent to date - 2/10/2025		\$ 891,711				
	Remaining to be spent		24,310,880				
	Total Project costs		<u>\$ 25,202,591</u>				
PART A: TOTAL PROJECT BUDGET							
DESCRIPTION/DETAIL	\$25,202,591					Total	
	Prior Years	FY 26	FY 27	FY 28	FY 29		FY 30
Planning / Permitting / Design	\$ 891,711	\$ 525,249	\$ -	\$ -	\$ -	\$ -	\$ 1,416,960
Right of Way / Utility Relocation / Construction	-	-	2,000,000	4,000,000	14,285,631	3,500,000	23,785,631
TOTAL	\$ 891,711	\$ 525,249	\$ 2,000,000	\$ 4,000,000	\$ 14,285,631	\$ 3,500,000	\$ 25,202,591
PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL						Total	
	Prior Years	FY 26	FY 27	FY 28	FY 29		FY 30
General Fund Appropriation	\$ 1,834,058	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,834,058
General Obligation Bonds - <u>2024 Bonds</u>	1,598,000	-	-	-	-		1,598,000
General Obligation Bonds - <u>2028 Bonds</u>				10,511,457			10,511,457
Special Revenue Funds-Designated							
Other(Describe) <u>CRTPO</u>		1,732,000	4,490,060		5,037,016		11,259,076
TOTAL	\$ 3,432,058	\$ 1,732,000	\$ 4,490,060	\$ 10,511,457	\$ 5,037,016	\$ -	\$ 25,202,591

PROJECT NAME: North Meck Park Greenway		DEPT: Parks and Recreation							
PROJECT DESCRIPTION: Mecklenburg County began completing the stream restoration project along this future trail in the Fall of 2021. As part of this stream project, the haul road for construction was installed where the future greenway would be located. The greenway will run from Sam Furr Road through the park and connect to the Harvest Point neighborhood to the south.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date -2/7/2025</td> <td style="width: 20%; text-align: right;">\$ 2,853,882</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">246,118</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 3,100,000</td> </tr> </table>		Project spent to date -2/7/2025	\$ 2,853,882	Remaining to be spent	246,118	Total Project costs	\$ 3,100,000
Project spent to date -2/7/2025	\$ 2,853,882								
Remaining to be spent	246,118								
Total Project costs	\$ 3,100,000								

PART A: TOTAL PROJECT BUDGET	\$3,100,000						
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
Design/Construction	\$ 2,853,882	246,118	\$ -	\$ -	\$ -	\$ -	\$ 3,100,000
							-
TOTAL	\$ 2,853,882	246,118	\$ -	\$ -	-	-	\$ 3,100,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ 3,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100,000
General Obligation Bonds - <u>Future Park Referendum</u>							
Future Funding							
TOTAL	\$ 3,100,000	-	\$ -	\$ -	-	-	\$ 3,100,000

PROJECT NAME: Beatties Ford Rd / McCoy Rd		DEPT: Engineering / Public Works								
PROJECT DESCRIPTION: Realign and construct turn lanes at intersection of Beatties Ford Road at McCoy Road. Improve safety and peak-hour traffic flow at intersection by adding turn lanes and a traffic signal if warranted.				PROJECT COSTS: Project spent to date - 2/10/2025 \$ 486,914 Remaining to be spent 2,513,086 Total Project costs \$ 3,000,000						
PART A: TOTAL PROJECT BUDGET				\$3,000,000						
<u>DESCRIPTION/DETAIL</u>				<u>Prior years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction				\$ 486,914	\$ 500,000	\$ 1,006,543	\$ 1,006,543	\$ -	\$ -	\$ 3,000,000
									-	
TOTAL				\$ 486,914	\$ 500,000	\$ 1,006,543	\$ 1,006,543	\$ -	\$ -	\$ 3,000,000
PART B: FUNDING SOURCES										
<u>DESCRIPTION/DETAIL</u>				<u>Prior years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds - <u>2020 Bonds</u>				1,520,661	-	-				1,520,661
Special Revenue Funds: <u>Transportation Reserve</u>										
General Obligation Bonds - <u>2024 Bonds</u>				1,479,339						1,479,339
TOTAL				\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000

PROJECT NAME: Ranson Road sidewalk		DEPT: Engineering/Public Works					
PROJECT DESCRIPTION: Project to add sidewalk along Ranson Road between Hunton Land and Torrence Creek Elementary School.		PROJECT COSTS:					
		Project spent to date (2/18/2025)				\$ 171,483	
		Remaining to be spent				2,728,517	
		Total Project costs				<u>2,900,000</u>	
PART A: TOTAL PROJECT BUDGET		\$2,900,000					
DESCRIPTION/DETAIL	Prior years	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Design / Right of Way / Utility Relocation / Construction	\$ 171,483	\$ 500,000	\$ 500,000	\$ 1,728,517	\$ -	\$ -	\$ 2,900,000
TOTAL	\$ 171,483	\$ 500,000	\$ 500,000	\$ 1,728,517	\$ -	\$ -	\$ 2,900,000
PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	Prior years	FY 26	FY 27	FY 28	FY 29	FY 30	Total
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds - <u>2020 Bonds</u>	-	-	-	-	-	-	-
Special Revenue Funds- <u>Transportation Reserve Fund</u>	-						-
General Obligation Bonds - <u>2024 Bonds</u>	2,900,000	-	-				2,900,000
TOTAL	\$ 2,900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,900,000

PROJECT NAME: Huntersville Fire Station #5				DEPT: Fire and Safety			
PROJECT DESCRIPTION:				PROJECT COSTS:			
Huntersville Fire Station #5 will be approximately a 12,000 sq. foot station.				Project spent to date 2/20/2025 Remaining to be spent Total Project costs			
				2,569,491 12,320,939 \$ 14,890,430			
PART A: TOTAL PROJECT BUDGET				\$14,890,430			
DESCRIPTION/DETAIL	Prior year	FY26	FY27	FY28	FY 29	FY 30	Total
Design/Engineering/Construction/Land	\$ 2,569,491	\$ 4,000,000	\$ 8,320,939	\$ -	\$ -		\$ 14,890,430
	-		-	-	-	-	-
TOTAL	\$ 2,569,491	\$ 4,000,000	\$ 8,320,939	\$ -	\$ -	\$ -	\$ 14,890,430
PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	Prior year	FY26	FY27	FY28	FY 29	FY 30	Total
General Fund Appropriation	\$ 2,379,344	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,379,344
Future funding							-
Other (Describe) - County ETJ funds	511,086						511,086
Installment financing		12,000,000				-	12,000,000
TOTAL	\$ 2,890,430	\$ 12,000,000	\$ -	\$ -	\$ -	\$ -	\$ 14,890,430

PROJECT NAME: Firestation Park #4		DEPT: Parks and Recreation							
PROJECT DESCRIPTION: This project would include using the remainder of the land that Fire Station No. 4 sits on for a new park. This project will include a playground, splash pad, shelters, paved trails, nature trails, landscaping, restroom facility and 4 pickleball courts, including required transportation improvements.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 2/20/2025</td> <td style="text-align: right; width: 20%;">\$ 100,500</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">7,399,500</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 7,500,000</td> </tr> </table>		Project spent to date - 2/20/2025	\$ 100,500	Remaining to be spent	7,399,500	Total Project costs	\$ 7,500,000
Project spent to date - 2/20/2025	\$ 100,500								
Remaining to be spent	7,399,500								
Total Project costs	\$ 7,500,000								

PART A: TOTAL PROJECT BUDGET DESCRIPTION/DETAIL	\$7,500,000						
	Prior Years	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Design	\$ 100,500	\$ 2,000,000	\$ 5,399,500	\$ -	\$ -	\$ -	\$ 7,500,000
	-	-	-	-	-	-	-
	-	-		-	-	-	-
TOTAL	\$ 100,500	\$ 2,000,000	\$ 5,399,500	\$ -	\$ -	\$ -	\$ 7,500,000

PART B: FUNDING SOURCES DESCRIPTION/DETAIL	\$7,500,000						
	Prior Years	FY 26	FY 27	FY 28	FY 29	FY 30	Total
General Fund Appropriation/Tourism Fund	\$ 200,000	4,639,986	\$ -	\$ -	\$ -	\$ -	\$ 4,839,986
2024 GO Bonds - Park and Recreation	2,660,014	-	-	-	-	-	2,660,014
							-
TOTAL	\$ 2,860,014	\$ 4,639,986	\$ -	\$ -	\$ -	\$ -	\$ 7,500,000

PROJECT NAME: Beatties Ford Rd / Gilead Road		DEPT: Engineering / Public Works					
PROJECT DESCRIPTION: Construct turn lanes at intersection of Beatties Ford Road at Gilead Road. Improve safety and peak-hour traffic flow at intersection by adding turn lanes and a traffic signal if warranted.			PROJECT COSTS: Project spent to date - 2/7/2025 \$ 423,851 Remaining to be spent <u>2,276,149</u> Total Project costs <u>\$ 2,700,000</u>				
PART A: TOTAL PROJECT BUDGET			\$2,700,000				
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
Design / Right of Way/Utility Relocation/Construction	\$ 423,851	\$ 1,350,000	\$ 926,149	\$ -	\$ -	\$ -	\$ 2,700,000
TOTAL	\$ 423,851	\$ 1,350,000	\$ 926,149	\$ -	\$ -	\$ -	\$ 2,700,000
PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ 307,400		\$ -	\$ -	\$ -	\$ -	\$ 307,400
General Obligation Bonds - 2020 Bonds	1,217,132	-	-	-	-	-	1,217,132
Special Revenue Funds: <u>Transportation Reserve</u>	812,868	-	-	-	-	-	812,868
Escrow - Birkdale	362,600		-	-	-	-	362,600
							-
TOTAL	\$ 2,700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700,000

PROJECT NAME: NC115 (Old Statesville Rd) - McCord to NC73				DEPT: Engineering / Public Works			
PROJECT DESCRIPTION: Widen NC115 to a four lane divided section along with the addition of bike and pedestrian accomodations. Project was awarded discretionary funds from CRTPO.				PROJECT COSTS: Project spent to date-2/17/2025 \$ 23,790 Remaining to be spent 8,518,210 Total Project costs <u>\$ 8,542,000</u>			
PART A: TOTAL PROJECT BUDGET				\$8,542,000			
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 23,790	\$ 750,000	\$ 750,000	\$ 1,000,000	\$ 1,500,000	\$ 4,518,210	\$ 8,542,000
TOTAL	\$ 23,790	\$ 750,000	\$ 750,000	\$ 1,000,000	\$ 1,500,000	\$ 4,518,210	\$ 8,542,000
PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds - <u>2024 Bonds</u>	2,562,000	-	-	-			2,562,000
Special Revenue Funds- <u>Transportation Reserve</u>							-
Other(Describe) - CRTPO	-	-	526,000	1,997,000	-	3,457,000	5,980,000
							-
							-
TOTAL	\$ 2,562,000	\$ -	\$ 526,000	\$ 1,997,000	\$ -	\$ 3,457,000	\$ 8,542,000

PROJECT NAME: Sidewalks		DEPT: Engineering / Public Works							
PROJECT DESCRIPTION: Construct new sidewalks in various locations.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date- 2/7/2025</td> <td style="text-align: right;">\$ 1,891,934</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-bottom: 1px solid black;">3,443,066</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-bottom: 3px double black;">\$ 5,335,000</td> </tr> </table>		Project spent to date- 2/7/2025	\$ 1,891,934	Remaining to be spent	3,443,066	Total Project costs	\$ 5,335,000
Project spent to date- 2/7/2025	\$ 1,891,934								
Remaining to be spent	3,443,066								
Total Project costs	\$ 5,335,000								

PART A: TOTAL PROJECT BUDGET	\$5,335,000						
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
Design/Construction	\$ 1,891,934	\$ 943,066	\$ 750,000	\$ 750,000	\$ 500,000	\$ 500,000	\$ 5,335,000
TOTAL	\$ 1,891,934	\$ 943,066	\$ 750,000	\$ 750,000	\$ 500,000	\$ 500,000	\$ 5,335,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ 1,435,000	\$ 750,000	\$ 750,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 4,435,000
General Obligation Bonds - 2020 Bonds	900,000						900,000
TOTAL	\$ 2,335,000	\$ 750,000	\$ 750,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 5,335,000

PROJECT NAME: McCoy Road at Hambright Road			DEPT: Engineering / Public Works						
PROJECT DESCRIPTION: Construct turn lanes and traffic signal at the intersection of McCoy Road at Hambright Road.			PROJECT COSTS: Project spent to date- 2/12/2025 \$ 392,070 Remaining to be spent 1,907,930 Total Project costs <u>\$ 2,300,000</u>						
PART A: TOTAL PROJECT BUDGET									
<u>DESCRIPTION/DETAIL</u>			<u>\$2,300,000</u>						
	<u>Prior Year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>		
Design / Right of Way / Utility Relocation / Construction	\$ 392,070	\$ 500,000	\$ 500,000	\$ 907,930	\$ -	\$ -	\$ 2,300,000		
				-			-		
TOTAL	\$ 392,070	\$ 500,000	\$ 500,000	\$ 907,930	\$ -	\$ -	\$ 2,300,000		
PART B: FUNDING SOURCES									
<u>DESCRIPTION/DETAIL</u>			<u>Prior Year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation			\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000
General Obligation Bonds - <u>2020 Bonds</u>									
Special Revenue Funds- <u>Transportation Reserve</u>									
General Obligation Bonds - <u>2024 Bonds</u>			1,850,000	-	-	-		-	1,850,000
TOTAL			\$ 2,300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,300,000

PROJECT NAME: Beatties Ford Road / Hambright Road	DEPT: Engineering/Public Works						
PROJECT DESCRIPTION: Construct turn lanes at intersection of Beatties Ford Road at Hambright Road. Improve safety and peak-hour traffic flow at intersection by adding turn lanes and a traffic signal.	PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Project spent to date - 2/7/2025</td> <td style="width: 30%; text-align: right;">\$ 365,212</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">1,784,788</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 2,150,000</td> </tr> </table>	Project spent to date - 2/7/2025	\$ 365,212	Remaining to be spent	1,784,788	Total Project costs	\$ 2,150,000
Project spent to date - 2/7/2025	\$ 365,212						
Remaining to be spent	1,784,788						
Total Project costs	\$ 2,150,000						

PART A: TOTAL PROJECT BUDGET	\$2,150,000																																			
<u>DESCRIPTION/DETAIL</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;"><u>Prior years</u></th> <th style="width: 10%;"><u>FY 26</u></th> <th style="width: 10%;"><u>FY 27</u></th> <th style="width: 10%;"><u>FY 28</u></th> <th style="width: 10%;"><u>FY 29</u></th> <th style="width: 10%;"><u>FY 30</u></th> <th style="width: 10%;"><u>Total</u></th> </tr> <tr> <td>Design / Right of Way/Utility Relocation/Construction</td> <td style="text-align: right;">\$ 365,212</td> <td style="text-align: right;">\$ 892,394</td> <td style="text-align: right;">\$ 892,394</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">-</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$ 365,212</td> <td style="text-align: right;">\$ 892,394</td> <td style="text-align: right;">\$ 892,394</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> </table>	<u>Prior years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>	Design / Right of Way/Utility Relocation/Construction	\$ 365,212	\$ 892,394	\$ 892,394	\$ -	\$ -	\$ -					-	-									TOTAL	\$ 365,212	\$ 892,394	\$ 892,394	\$ -	\$ -	\$ -
<u>Prior years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>																														
Design / Right of Way/Utility Relocation/Construction	\$ 365,212	\$ 892,394	\$ 892,394	\$ -	\$ -	\$ -																														
				-	-																															
TOTAL	\$ 365,212	\$ 892,394	\$ 892,394	\$ -	\$ -	\$ -																														

PART B: FUNDING SOURCES																																																		
<u>DESCRIPTION/DETAIL</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;"><u>Prior years</u></th> <th style="width: 10%;"><u>FY 26</u></th> <th style="width: 10%;"><u>FY 27</u></th> <th style="width: 10%;"><u>FY 28</u></th> <th style="width: 10%;"><u>FY 29</u></th> <th style="width: 10%;"><u>FY 30</u></th> <th style="width: 10%;"><u>Total</u></th> </tr> <tr> <td>General Fund Appropriation</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>General Obligation Bonds - <u>2020 Bonds</u></td> <td style="text-align: right;">706,542</td> <td></td> <td style="text-align: right;">-</td> <td style="text-align: right;">-</td> <td style="text-align: right;">-</td> <td style="text-align: right;">706,542</td> </tr> <tr> <td>Special Revenue Funds: <u>Transportation Reserve</u></td> <td style="text-align: right;">1,443,458</td> <td style="text-align: right;">-</td> <td style="text-align: right;">-</td> <td style="text-align: right;">-</td> <td style="text-align: right;">-</td> <td style="text-align: right;">1,443,458</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$ 2,150,000</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> </table>	<u>Prior years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>	General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	General Obligation Bonds - <u>2020 Bonds</u>	706,542		-	-	-	706,542	Special Revenue Funds: <u>Transportation Reserve</u>	1,443,458	-	-	-	-	1,443,458															TOTAL	\$ 2,150,000	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Prior years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>																																												
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																												
General Obligation Bonds - <u>2020 Bonds</u>	706,542		-	-	-	706,542																																												
Special Revenue Funds: <u>Transportation Reserve</u>	1,443,458	-	-	-	-	1,443,458																																												
TOTAL	\$ 2,150,000	\$ -	\$ -	\$ -	\$ -	\$ -																																												

PROJECT NAME: Hwy 73 Greenway Bridge				DEPT: Engineering/Public Works									
PROJECT DESCRIPTION: This bridge over NC73 near Lindholm Drive will provide a grade separated crossing of the greenway trail from a major thoroughfare. The project would be constructed by NCDOT during their widening project. Funds are for the Town's match percentage from the CRTPO funding request.				SERVICE IMPACTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date (2/18/2025)</td> <td style="text-align: right;">\$ 19,146</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;"><u>2,044,374</u></td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right;"><u>\$ 2,063,520</u></td> </tr> </table>				Project spent to date (2/18/2025)	\$ 19,146	Remaining to be spent	<u>2,044,374</u>	Total Project costs	<u>\$ 2,063,520</u>
Project spent to date (2/18/2025)	\$ 19,146												
Remaining to be spent	<u>2,044,374</u>												
Total Project costs	<u>\$ 2,063,520</u>												

PART A: TOTAL PROJECT BUDGET	\$2,063,520						
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 19,146	\$ 2,044,374	\$ -	\$ -	\$ -	\$ -	\$ 2,063,520
							-
							-
TOTAL	\$ 19,146	\$ 2,044,374	\$ -	\$ -	\$ -	\$ -	\$ 2,063,520

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Obligation Bonds - <u>2024 Bonds</u>	\$ 2,063,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,063,520
Lease Purchase Financing/Debt Service							-
General Obligation Bonds							-
Other(Describe)					-	-	-
							-
TOTAL	\$ 2,063,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,063,520

PROJECT NAME: Lower McDowell Creek Greenway		DEPT: Parks and Recreation							
PROJECT DESCRIPTION: The Town of Huntersville has entered into an agreement with Mecklenburg County to fast track this greenway. The town has committed to fund the planning and design and the County has committed to fund the construction. The Lower McDowell Creek Greenway will extend the existing Torrence Creek Greenway to the west for more that 3 miles and will connect more than 5,000 residents and help meet the 30 X 30 vision. This greenway will end at the Auten Nature Preserve just to the west of Beatties Ford Road.	PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Project spent to date - 2/19/2025</td> <td style="width: 30%; text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-top: 1px solid black;">1,800,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 1,800,000</td> </tr> </table>			Project spent to date - 2/19/2025	\$ -	Remaining to be spent	1,800,000	Total Project costs	\$ 1,800,000
Project spent to date - 2/19/2025	\$ -								
Remaining to be spent	1,800,000								
Total Project costs	\$ 1,800,000								

PART A: TOTAL PROJECT BUDGET		\$1,800,000					
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Design/planning	\$ -	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000
	-	-	-	-	-		-
				-			
TOTAL	\$ -	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation and Tourism	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000
2024/2028 Bonds	-	-	-	-	-		-
Special Revenue Funds-Designated							
Other(Describe)		-	-	-	-		-
TOTAL	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000

PROJECT NAME: Seagle Street - McCord to NC73				DEPT: Engineering / Public Works									
PROJECT DESCRIPTION: Project constructs roadway on new location for Church Street from McCord Road to NC73. Project adds alternative parallel route to NC115. Developer plans to construct portion of the section.				PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date-2/12/2025</td> <td style="text-align: right;">\$ 190,464</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-bottom: 1px solid black;">1,559,536</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-bottom: 3px double black;">\$ 1,750,000</td> </tr> </table>				Project spent to date-2/12/2025	\$ 190,464	Remaining to be spent	1,559,536	Total Project costs	\$ 1,750,000
Project spent to date-2/12/2025	\$ 190,464												
Remaining to be spent	1,559,536												
Total Project costs	\$ 1,750,000												

PART A: TOTAL PROJECT BUDGET																							
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;"></th> <th style="width: 10%;"></th> <th colspan="5" style="text-align: center; border-bottom: 1px solid black;">\$1,750,000</th> <th style="width: 10%;"></th> </tr> <tr> <th style="text-align: left; border-bottom: 1px solid black;">DESCRIPTION/DETAIL</th> <th style="text-align: center; border-bottom: 1px solid black;">Prior Years</th> <th style="text-align: center; border-bottom: 1px solid black;">FY26</th> <th style="text-align: center; border-bottom: 1px solid black;">FY27</th> <th style="text-align: center; border-bottom: 1px solid black;">FY28</th> <th style="text-align: center; border-bottom: 1px solid black;">FY29</th> <th style="text-align: center; border-bottom: 1px solid black;">FY30</th> <th style="text-align: center; border-bottom: 1px solid black;">Total</th> </tr> </table>										\$1,750,000						DESCRIPTION/DETAIL	Prior Years	FY26	FY27	FY28	FY29	FY30	Total
		\$1,750,000																					
DESCRIPTION/DETAIL	Prior Years	FY26	FY27	FY28	FY29	FY30	Total																
Design / Right of Way / Utility Relocation / Construction	\$ 190,464	\$ 250,000	\$ 1,309,536	\$ -	\$ -	\$ -	\$ 1,750,000																
							-																
TOTAL	\$ 190,464	\$ 250,000	\$ 1,309,536	\$ -	\$ -	\$ -	\$ 1,750,000																

PART B: FUNDING SOURCES																							
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> </tr> <tr> <th style="text-align: left; border-bottom: 1px solid black;">DESCRIPTION/DETAIL</th> <th style="text-align: center; border-bottom: 1px solid black;">Prior Years</th> <th style="text-align: center; border-bottom: 1px solid black;">FY26</th> <th style="text-align: center; border-bottom: 1px solid black;">FY27</th> <th style="text-align: center; border-bottom: 1px solid black;">FY28</th> <th style="text-align: center; border-bottom: 1px solid black;">FY29</th> <th style="text-align: center; border-bottom: 1px solid black;">FY30</th> <th style="text-align: center; border-bottom: 1px solid black;">Total</th> </tr> </table>																DESCRIPTION/DETAIL	Prior Years	FY26	FY27	FY28	FY29	FY30	Total
DESCRIPTION/DETAIL	Prior Years	FY26	FY27	FY28	FY29	FY30	Total																
General Fund Appropriation	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000																
General Obligation Bonds - <u>2024 Bonds issued</u>	750,000		-				750,000																
							-																
							-																
							-																
							-																
TOTAL	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000																

PROJECT NAME: Walters (Huntersville-Concord - Armfield Ave)		DEPT: Engineering / Public Works					
PROJECT DESCRIPTION:		PROJECT COSTS:					
Improvements to Walters Street from Huntersville-Concord Road to Armfield Avenue.		Project spent to date- 2/12/2025 \$ 129,061					
		Remaining to be spent 4,482,497					
Widen, drainage, curb & gutter, sidewalk, resurfacing.		Total Project costs \$ 4,611,558					
PART A: TOTAL PROJECT BUDGET		\$4,611,558					
DESCRIPTION/DETAIL	Prior years	FY26	FY27	FY28	FY29	FY30	Total
Design / Right of Way / Utility Relocation / Construction	\$ 129,061	\$ 500,000	\$ 750,000	\$ 1,550,000	\$ 1,682,497	\$ -	\$ 4,611,558
TOTAL	\$ 129,061	\$ 500,000	\$ 750,000	\$ 1,550,000	\$ 1,682,497	\$ -	\$ 4,611,558
PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	Prior years	FY26	FY27	FY28	FY29	FY30	Total
General Fund Appropriation	\$ -						
General Obligation Bonds - <u>2020 Bonds</u>	11,558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,558
General Obligation Bonds - <u>2024 Bonds</u>	1,500,000	-				-	1,500,000
General Obligation Bonds - <u>2028 Bonds</u>				3,100,000	-		3,100,000
TOTAL	\$ 1,511,558	\$ -	\$ -	\$ 3,100,000	\$ -	\$ -	\$ 4,611,558

PROJECT NAME: South Prong Clarke Creek Greenway		DEPT: Parks and Recreation							
PROJECT DESCRIPTION: The Town has entered into an agreement with Mecklenburg County to fast track this greenway. The Town has committed to fund the planning and design. The South Prong Clarke Creek Greenway will run from Church Street to Ashbury Chapel Road. This greenway will be over 3 miles and will connect more than 4,000 residents	PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Project spent to date - 2/19/2025</td> <td style="text-align: right; width: 30%;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">1,500,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 1,500,000</td> </tr> </table>			Project spent to date - 2/19/2025	\$ -	Remaining to be spent	1,500,000	Total Project costs	\$ 1,500,000
Project spent to date - 2/19/2025	\$ -								
Remaining to be spent	1,500,000								
Total Project costs	\$ 1,500,000								

PART A: TOTAL PROJECT BUDGET		\$1,500,000					
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Planning and Design	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
	-	-	-	-	-		-
				-			
TOTAL	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000

PART B: FUNDING SOURCES																																																									
<u>DESCRIPTION/DETAIL</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 5px;"><u>Prior Years</u></td> <td style="width: 10%; padding: 5px;"><u>FY 26</u></td> <td style="width: 10%; padding: 5px;"><u>FY 27</u></td> <td style="width: 10%; padding: 5px;"><u>FY 28</u></td> <td style="width: 10%; padding: 5px;"><u>FY 29</u></td> <td style="width: 10%; padding: 5px;"><u>FY 30</u></td> <td style="width: 10%; padding: 5px;"><u>Total</u></td> </tr> <tr> <td style="padding: 5px;">General Fund Appropriation</td> <td style="text-align: center; padding: 5px;">\$ 1,500,000</td> <td style="text-align: center; padding: 5px;">\$ -</td> <td style="text-align: center; padding: 5px;">\$ -</td> <td style="text-align: center; padding: 5px;">\$ -</td> <td style="text-align: center; padding: 5px;">\$ -</td> <td style="text-align: center; padding: 5px;">\$ 1,500,000</td> </tr> <tr> <td style="padding: 5px;">2024/2028 Bonds</td> <td style="text-align: center; padding: 5px;">-</td> <td style="text-align: center; padding: 5px;">-</td> <td style="text-align: center; padding: 5px;">-</td> <td style="text-align: center; padding: 5px;">-</td> <td style="text-align: center; padding: 5px;">-</td> <td style="text-align: center; padding: 5px;">-</td> </tr> <tr> <td style="padding: 5px;">Special Revenue Funds-Designated</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">Other(Describe)</td> <td style="text-align: center; padding: 5px;">-</td> <td style="text-align: center; padding: 5px;">-</td> <td style="text-align: center; padding: 5px;">-</td> <td style="text-align: center; padding: 5px;">-</td> <td style="text-align: center; padding: 5px;"></td> <td style="text-align: center; padding: 5px;">-</td> </tr> <tr><td style="padding: 5px;"></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td style="padding: 5px;"></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td style="padding: 5px;">TOTAL</td> <td style="text-align: center; padding: 5px;">\$ 1,500,000</td> <td style="text-align: center; padding: 5px;">\$ -</td> <td style="text-align: center; padding: 5px;">\$ -</td> <td style="text-align: center; padding: 5px;">\$ -</td> <td style="text-align: center; padding: 5px;">\$ -</td> <td style="text-align: center; padding: 5px;">\$ 1,500,000</td> </tr> </table>	<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>	General Fund Appropriation	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	2024/2028 Bonds	-	-	-	-	-	-	Special Revenue Funds-Designated							Other(Describe)	-	-	-	-		-															TOTAL	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>																																																			
General Fund Appropriation	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000																																																			
2024/2028 Bonds	-	-	-	-	-	-																																																			
Special Revenue Funds-Designated																																																									
Other(Describe)	-	-	-	-		-																																																			
TOTAL	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000																																																			

PROJECT NAME: Commerce Centre Drive				DEPT: Engineering/Public Works									
PROJECT DESCRIPTION: Realign and connect Commerce Centre Drive to Holbrook Street. Includes modification to future traffic signal.				PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 2/12/2025</td> <td style="text-align: right;">182,820</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-top: 1px solid black;">1,317,180</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 1,500,000</td> </tr> </table>				Project spent to date - 2/12/2025	182,820	Remaining to be spent	1,317,180	Total Project costs	\$ 1,500,000
Project spent to date - 2/12/2025	182,820												
Remaining to be spent	1,317,180												
Total Project costs	\$ 1,500,000												

PART A: TOTAL PROJECT BUDGET	\$1,500,000						
DESCRIPTION/DETAIL	Prior year	FY26	FY27	FY28	FY29	FY30	Total
Design / Right of Way / Utility Relocation / Construction	\$ 182,820	\$ 750,000	\$ 567,180	\$ -	\$ -	\$ -	\$ 1,500,000
TOTAL	\$ 182,820	\$ 750,000	\$ 567,180	\$ -	\$ -	-	\$ 1,500,000

PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	Prior year	FY26	FY27	FY28	FY29	FY30	Total
General Fund Appropriation	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
General Obligation Bonds - 2024 Bonds	500,000	-		-	-	-	500,000
Special Revenue Funds-Designated _____							
Other(Describe)_____							
TOTAL	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000

PROJECT NAME: McCoy Road at McIlwaine Road		DEPT: Engineering / Public Works					
PROJECT DESCRIPTION: Construct turn lanes and traffic signal at the intersection of McCoy Road at McIlwaine Road.		PROJECT COSTS: Project spent to date 2/12/2025 \$ 305,134 Remaining to be spent 1,194,866 Total Project costs <u>\$ 1,500,000</u>					
PART A: TOTAL PROJECT BUDGET		\$1,500,000					
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY 30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 305,134	\$ 250,000	\$ 250,000	\$ 694,866	\$ -	\$ -	\$ 1,500,000
							-
TOTAL	\$ 305,134	\$ 250,000	\$ 250,000	\$ 694,866	\$ -	\$ -	\$ 1,500,000
PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
General Obligation Bonds - <u>2020 Bonds</u>							
Special Revenue Funds- <u>Transportation Reserve</u>							
General Obligation Bonds - <u>2024 Bonds</u>	1,200,000	-	-		-	-	1,200,000
TOTAL	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000

PROJECT NAME: Gibson Park Drive Phase 2		DEPT: Engineering/Public Works					
PROJECT DESCRIPTION: Improvements to 700 LF of Gibson Park Drive from Church Street to Drake Hill Drive including right of way acquisition, widening, drainage, curb & gutter, sidewalk and resurfacing. Excludes railroad crossing. Improve safety and traffic flow for increasing volumes between Vermillion development and NC 115.		PROJECT COSTS: Project spent to date - 2/10/2025 \$ 325,880 Remaining to be spent 1,074,120 Total Project costs <u>1,400,000</u>					
PART A: TOTAL PROJECT BUDGET		\$1,400,000					
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 325,880	\$ 1,074,120	\$ -	\$ -	\$ -	\$ -	\$ 1,400,000
TOTAL	\$ 325,880	\$ 1,074,120	\$ -	\$ -	\$ -	\$ -	\$ 1,400,000
PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation	\$ 638,426	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 638,426
General Obligation Bonds - <u>2020 Bonds</u>	427,547	-	-	-	-	-	427,547
Special Revenue Funds- <u>Transportation Reserve Fund</u>	334,027	-					334,027
							-
TOTAL	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400,000

PROJECT NAME: Waymer Park Splash pad		DEPT: Park & Recreation					
PROJECT DESCRIPTION: The 2030 Parks and Recreation Master Plan recommends three splash pads by 2030. The Waymer Park location would be the towns second splash pad as the town is working on its first splash pad at North Meck Park. Splash pads have been one of the most requested park amenities in the last two Parks and Recreation Master Plans. Splash pads have no standing water.	SERVICE IMPACTS: Project spent to date (2-19-2025) Remaining to be spent		\$ 158,998				
			1,041,002				
			1,200,000				
PART A: TOTAL PROJECT BUDGET							
DESCRIPTION/DETAIL	\$1,200,000					Total	
	Prior Years	FY 26	FY 27	FY 28	FY 29		FY 30
Splash pad	\$ 158,998	\$ 1,041,002	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000
							-
							-
							-
TOTAL	\$ 158,998	\$ 1,041,002	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000
PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	Prior Years	FY 26	FY 27	FY 28	FY 29	FY 30	Total
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024 GO Bonds - Park Bonds	1,200,000	-					1,200,000
Special Revenue Funds-Designated							-
							-
							-
TOTAL	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000

PROJECT NAME: Beatties Ford Rd / Neck Rd		DEPT: Engineering / Public Works						
PROJECT DESCRIPTION:		PROJECT COSTS:						
Realign Neck Road and construct turn lanes at intersection of Beatties Ford Road and Neck Road.		Project spent to date- 2/18/2025				\$	81,990	
		Remaining to be spent					2,518,010	
		Total Project costs				\$	2,600,000	
PART A: TOTAL PROJECT BUDGET		\$2,600,000						
<u>DESCRIPTION/DETAIL</u>		<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction		\$ 81,990	\$ 418,010	\$ 500,000	\$ 1,600,000	\$ -	\$ -	\$ 2,600,000
TOTAL		\$ 81,990	\$ 418,010	\$ 500,000	\$ 1,600,000	\$ -	\$ -	\$ 2,600,000
PART B: FUNDING SOURCES								
<u>DESCRIPTION/DETAIL</u>		<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation								
General Obligation Bonds - <u>2024 Bonds</u>		\$ 1,000,000	\$ -	\$ -		\$ -	\$ -	\$ 1,000,000
General Obligation Bonds - <u>2028 Bonds</u>					\$ 1,600,000			1,600,000
Special Revenue Funds: <u>Transportation Reserve</u>			-	-	-	-	-	-
Other(Describe):								
TOTAL		\$ 1,000,000	\$ -	\$ -	\$ 1,600,000	\$ -	\$ -	\$ 2,600,000

PROJECT NAME: The Park Huntersville Greenway

DEPT: Parks and Recreation

PROJECT DESCRIPTION:

The Town has been awarded a \$1.745 million matching grant from CRTPO for the Park at Huntersville Greenway. This greenway will extend the existing Torrence Creek Greenway to the east through the park up to Mt. Holly-Huntersville Road.

PROJECT COSTS:

Project spent to date - 2/19/2025	\$ 704,827
Remaining to be spent	<u>2,817,223</u>
Total Project costs	<u>\$ 3,522,050</u>

PART A: TOTAL PROJECT BUDGE

\$3,522,050

DESCRIPTION/DETAIL

<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
\$ 704,827	\$ 120,373	\$ -	\$ 2,696,850		\$ -	\$ 3,522,050
TOTAL	\$ 704,827	\$ 120,373	\$ -	\$ 2,696,850	\$ -	\$ 3,522,050

PART B: FUNDING SOURCES

DESCRIPTION/DETAIL

<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
\$ 726,600		1,189,425	-	\$ -	\$ -	\$ 1,916,025
						-
257,600		1,348,425	-		-	1,606,025
						-
TOTAL	\$ 984,200	\$ -	\$ 2,537,850	\$ -	\$ -	\$ 3,522,050

PROJECT NAME: Church Street - Holbrooks to Dellwood

DEPT: Engineering / Public Works

PROJECT DESCRIPTION:

Construct Church Street on new alignment from Dellwood Drive to Holbrooks Road. Project will also include a multisuse path.

PROJECT COSTS:

Project spent to date-2/12/2025	\$ 352,914
Remaining to be spent	3,647,086
Total Project costs	<u>\$ 4,000,000</u>

PART A: TOTAL PROJECT BUDGET

\$4,000,000

DESCRIPTION/DETAIL

Prior year

FY26

FY27

FY28

FY29

FY30

Total

Design / Right of Way / Utility Relocation / Construction

\$ 352,914	\$ -	\$ -	\$ -	\$ -	\$ 3,647,086	\$ 4,000,000
						-
TOTAL	\$ 352,914	\$ -	\$ -	\$ -	\$ 3,647,086	\$ 4,000,000

PART B: FUNDING SOURCES

DESCRIPTION/DETAIL

Prior year

FY26

FY27

FY28

FY29

FY30

Total

General Fund Appropriation

\$ 870,000	\$ -	\$ -	\$ -	\$ -	\$ 3,130,000	\$ 4,000,000
						-
TOTAL	\$ 870,000	\$ -	\$ -	\$ -	\$ 3,130,000	\$ 4,000,000

PROJECT NAME: US 21/Gilead - Mast Arms PROJECT DESCRIPTION: With NCDOT delivery of the US21 at Gilead Road project, it will be necessary to participate in the sidewalk construction and any "betterments" the Town requests. Financial commitments are made as part of the required Municipal Agreement and will be determined prior to the project let date.	DEPT: Engineering/ Public Works PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date- 2/18/2025</td> <td style="width: 20%; text-align: right;">\$ 8,075</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">841,925</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 850,000</td> </tr> </table>	Project spent to date- 2/18/2025	\$ 8,075	Remaining to be spent	841,925	Total Project costs	\$ 850,000
Project spent to date- 2/18/2025	\$ 8,075						
Remaining to be spent	841,925						
Total Project costs	\$ 850,000						

PART A: TOTAL PROJECT BUDGET	\$850,000																																										
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u> <u>FY26</u> <u>FY27</u> <u>FY28</u> <u>FY29</u> <u>FY30</u> <u>Total</u>																																										
Design / Construction etc	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; text-align: right;">\$ 8,075</td> <td style="width: 12.5%; text-align: right;">\$ 841,925</td> <td style="width: 12.5%; text-align: right;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ 850,000</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">-</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">\$ 8,075</td> <td style="text-align: right;">\$ 841,925</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ 850,000</td> </tr> </table>	\$ 8,075	\$ 841,925	\$ -	\$ -	\$ -	\$ -	\$ 850,000							-																						TOTAL	\$ 8,075	\$ 841,925	\$ -	\$ -	\$ -	\$ 850,000
\$ 8,075	\$ 841,925	\$ -	\$ -	\$ -	\$ -	\$ 850,000																																					
						-																																					
TOTAL	\$ 8,075	\$ 841,925	\$ -	\$ -	\$ -	\$ 850,000																																					

PART B: FUNDING SOURCES																																											
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u> <u>FY26</u> <u>FY27</u> <u>FY28</u> <u>FY29</u> <u>FY30</u> <u>Total</u>																																										
General Fund Appropriation	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; text-align: right;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ -</td> </tr> <tr> <td style="text-align: right;">850,000</td> <td> </td> <td> </td> <td style="text-align: center;">-</td> <td> </td> <td> </td> <td style="text-align: right;">850,000</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">\$ 850,000</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ 850,000</td> </tr> </table>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	850,000			-			850,000																						TOTAL	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ 850,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																					
850,000			-			850,000																																					
TOTAL	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ 850,000																																					
General Obligation Bonds - <u>2024 Bonds</u>																																											
Special Revenue Funds: <u>Transportation Reserve</u>																																											

PROJECT NAME: Huntersville-Concord Road@ Warfield		DEPT: Engineering and Public Works					
PROJECT DESCRIPTION: Realign and widen to a three lane section and add bike/pedestrian accomodations along both sides of the road between Walters Street and Second Street.		PROJECT COSTS: Project spent to date - 2/18/2025 \$ 305,964 Remaining to be spent 3,494,036 Total Project costs <u>\$ 3,800,000</u>					
PART A: TOTAL PROJECT BUDGET		\$3,800,000					
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 305,964	\$ 566,391	\$ 1,000,000	\$ 1,927,645	\$ -	\$ -	\$ 3,800,000
TOTAL	\$ 305,964	\$ 566,391	\$ 1,000,000	\$ 1,927,645		\$ -	\$ 3,800,000
PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ 250,000	\$ -	\$ -		\$ -	\$ 250,000
General Obligation Bonds - <u>2024 Bonds</u>	622,355		-	-	-	-	622,355
General Obligation Bonds - <u>2028 Bonds</u>			2,927,645				2,927,645
Special Revenue Funds-Designated							
Other(Describe) -							
TOTAL	\$ 622,355	\$ 250,000	\$ 2,927,645	\$ -	\$ -	\$ -	\$ 3,800,000

PROJECT NAME: Reese Blvd at Vanstory Dr PROJECT DESCRIPTION: Add a westbound left-turn lane on Reese Boulevard at Vanstory Drive.	DEPT: Engineering/Public Works PROJECT COSTS: <table style="width: 100%;"> <tr> <td style="width: 80%;">Project spent to date - 2/10/2025</td> <td style="width: 20%; text-align: right;">\$ 455,743</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">44,257</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 500,000</td> </tr> </table>	Project spent to date - 2/10/2025	\$ 455,743	Remaining to be spent	44,257	Total Project costs	\$ 500,000
Project spent to date - 2/10/2025	\$ 455,743						
Remaining to be spent	44,257						
Total Project costs	\$ 500,000						

PART A:	TOTAL PROJECT BUDGET	\$500,000					
<u>DESCRIPTION/DETAIL</u>	<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 455,743	\$ 44,257	\$ -	\$ -	\$ -		\$ 500,000
TOTAL	\$ 455,743	\$ 44,257	\$ -	\$ -	\$ -	\$ -	\$ 500,000

PART B:	FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation Reserve	500,000	-				-	500,000
Special Revenue Funds-Designated							
Other(Describe) -							
TOTAL	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000

PROJECT NAME: Waymer Park Improvements		DEPT: Engineering/Public Works							
PROJECT DESCRIPTION: Pave gravel walking trail, upgrade fencing on basketball courts to allow for a multipurpose court for hockey and basketball. Resurface parking lot.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 3/31/2025</td> <td style="text-align: right; width: 20%;">\$ 184,446</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">165,554</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 350,000</td> </tr> </table>		Project spent to date - 3/31/2025	\$ 184,446	Remaining to be spent	165,554	Total Project costs	\$ 350,000
Project spent to date - 3/31/2025	\$ 184,446								
Remaining to be spent	165,554								
Total Project costs	\$ 350,000								

PART A: DESCRIPTION/DETAIL	TOTAL PROJECT BUDGET \$350,000																																										
	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 12.5%;"><u>Prior year</u></th> <th style="width: 12.5%;"><u>FY26</u></th> <th style="width: 12.5%;"><u>FY27</u></th> <th style="width: 12.5%;"><u>FY28</u></th> <th style="width: 12.5%;"><u>FY 29</u></th> <th style="width: 12.5%;"><u>FY 30</u></th> <th style="width: 12.5%;"><u>Total</u></th> </tr> </table>	<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>																																			
<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>																																					
Design / Right of Way / Utility Relocation / Construction	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">\$ 184,446</td> <td style="width: 12.5%;">\$ 165,554</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">\$ 350,000</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td style="text-align: left;">TOTAL</td> <td>\$ 184,446</td> <td>\$ 165,554</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ 350,000</td> </tr> </table>	\$ 184,446	\$ 165,554	\$ -	\$ -	\$ -		\$ 350,000																													TOTAL	\$ 184,446	\$ 165,554	\$ -	\$ -	\$ -	\$ 350,000
\$ 184,446	\$ 165,554	\$ -	\$ -	\$ -		\$ 350,000																																					
TOTAL	\$ 184,446	\$ 165,554	\$ -	\$ -	\$ -	\$ 350,000																																					

PART B: DESCRIPTION/DETAIL	FUNDING SOURCES																																										
	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 12.5%;"><u>Prior year</u></th> <th style="width: 12.5%;"><u>FY26</u></th> <th style="width: 12.5%;"><u>FY27</u></th> <th style="width: 12.5%;"><u>FY28</u></th> <th style="width: 12.5%;"><u>FY 29</u></th> <th style="width: 12.5%;"><u>FY 30</u></th> <th style="width: 12.5%;"><u>Total</u></th> </tr> </table>	<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>																																			
<u>Prior year</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>																																					
General Fund Appropriation	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">\$ 350,000</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ 350,000</td> </tr> <tr> <td>Transportation Reserve</td> <td>-</td> <td> </td> <td> </td> <td> </td> <td>-</td> <td>-</td> </tr> <tr><td>Special Revenue Funds-Designated</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td>Other(Describe) -</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td style="text-align: left;">TOTAL</td> <td>\$ 350,000</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ 350,000</td> </tr> </table>	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	Transportation Reserve	-				-	-	Special Revenue Funds-Designated							Other(Describe) -														TOTAL	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000																																					
Transportation Reserve	-				-	-																																					
Special Revenue Funds-Designated																																											
Other(Describe) -																																											
TOTAL	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000																																					

PROJECT NAME: Holbrook Street connection to Dallas Street		DEPT: Engineering/Public Works					
PROJECT DESCRIPTION: Project connects Holbrook Street to Dallas Street and to the connector constructed by NCDOT as part of the US21 at Gilead project.	PROJECT COSTS:						
	Project spent to date (2/18/2025)	\$	-				
	Remaining to be spent		350,000				
	Total Project costs		350,000				
PART A: TOTAL PROJECT BUDGET							
DESCRIPTION/DETAIL	\$350,000						Total
	Prior Years	FY 26	FY 27	FY 28	FY 29	FY 30	
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
TOTAL	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	Prior Years	FY 26	FY 27	FY 28	FY 29	FY 30	Total
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds - <u>2020 Bonds</u>	-	-	-	-	-	-	-
Special Revenue Funds- <u>Transportation Reserve Fund</u>	350,000	-					350,000
General Obligation Bonds - <u>Future Referendum</u>							-
TOTAL	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000

PROJECT NAME: Holbrook Park parking lot expansion		DEPT: Parks and Recreation							
PROJECT DESCRIPTION: This parking lot expansion at Holbrook Park will help accommodate the increased need for more parking as this park has become one of the most popular parks in Huntersville. This project will add 25-30 new parking spaces.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 2/19/2025</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 146,659</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-bottom: 1px solid black;">145,223</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-bottom: 3px double black;">\$ 291,882</td> </tr> </table>		Project spent to date - 2/19/2025	\$ 146,659	Remaining to be spent	145,223	Total Project costs	\$ 291,882
Project spent to date - 2/19/2025	\$ 146,659								
Remaining to be spent	145,223								
Total Project costs	\$ 291,882								

PART A: DESCRIPTION/DETAIL	TOTAL PROJECT BUDGET \$291,882					
	<u>FY25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>Total</u>
Construction	\$ 146,659	\$ 145,223	\$ -	\$ -	\$ -	\$ 291,882
	-	-	-	-	-	-
	-	-	-	-	-	-
TOTAL	\$ 146,659	\$ 145,223	\$ -	\$ -	\$ -	\$ 291,882

PART B: DESCRIPTION/DETAIL	FUNDING SOURCES					
	<u>FY25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>Total</u>
General Fund Appropriation	291,882	\$ -	\$ -	\$ -	\$ -	\$ 291,882
General Obligation Bonds - <u>Future Park Referendum</u>	-	-	-	-	-	-
Future funding						
TOTAL	\$ 291,882	\$ -	\$ -	\$ -	\$ -	\$ 291,882

PROJECT NAME: Bud Henderson at Beatties Ford		DEPT: Engineering/Public Works						
PROJECT DESCRIPTION: Project to add a right-turn land on Bud Henderson Road at Beatties Ford Road.		PROJECT COSTS:						
		Project spent to date (2/18/2025)		\$	160,370			
		Remaining to be spent			639,630			
		Total Project costs			800,000			
PART A: TOTAL PROJECT BUDGET		\$800,000						
<u>DESCRIPTION/DETAIL</u>		<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction		\$ 160,370	\$ 639,630	\$ -	\$ -	\$ -	\$ -	\$ 800,000
TOTAL		\$ 160,370	\$ 639,630	\$ -	\$ -	\$ -	\$ -	\$ 800,000
PART B: FUNDING SOURCES								
<u>DESCRIPTION/DETAIL</u>		<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds - <u>2020 Bonds</u>		-	-	-	-	-	-	-
Special Revenue Funds- <u>Transportation Reserve Fund</u>		200,000	600,000					800,000
		-	-				-	-
		-						
TOTAL		\$ 200,000	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 800,000

PROJECT NAME: Ramah Church Park

DEPT: Parks and Recreation

PROJECT DESCRIPTION:

The Town purchased this 25 acre site for a new fire station and park. The fire station anticipates needing 5 acres and the remaining property would be a park. This new park will include: paved trails, mountain bike trails, pollinator garden, natural play areas, natural surface trails, playgrounds, shelters, fitness equipment, dog park and parking.

PROJECT COSTS:

Project spent to date - 2/20/2025	\$ 139,944
Remaining to be spent	6,160,056
Total Project costs	<u>\$ 6,300,000</u>

PART A: TOTAL PROJECT BUDGET

\$6,300,000

DESCRIPTION/DETAIL

<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
\$ 139,944	\$ -	\$ -	\$ 3,080,028	\$ 3,080,028	\$ -	\$ 6,300,000
-	-	-	-	-	-	-
-	-		-	-	-	-
\$ 139,944	\$ -	\$ -	\$ 3,080,028	\$ 3,080,028	\$ -	\$ 6,300,000

PART B: FUNDING SOURCES

DESCRIPTION/DETAIL

<u>Prior Years</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
\$ -	\$ -	\$ -	2,810,056	\$ -	\$ -	\$ 2,810,056
139,944	-					139,944
			3,350,000			3,350,000
\$ 139,944	\$ -	\$ -	\$ 6,160,056	\$ -	\$ -	\$ 6,300,000

PROJECT NAME: David Kenney Farm Connection		DEPT: Engineering / Public Works							
PROJECT DESCRIPTION: Extend David Kenney Farm Road to the east to connect to Birkdale Commons Parkway at Devonshire Drive. Intersection to be a roundabout. Connection provides secondary access to neighborhood.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date- 2/12/2025</td> <td style="width: 20%; text-align: right;">\$ 135,580</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-bottom: 1px solid black;">1,864,420</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-bottom: 3px double black;">\$ 2,000,000</td> </tr> </table>		Project spent to date- 2/12/2025	\$ 135,580	Remaining to be spent	1,864,420	Total Project costs	\$ 2,000,000
Project spent to date- 2/12/2025	\$ 135,580								
Remaining to be spent	1,864,420								
Total Project costs	\$ 2,000,000								

PART A: TOTAL PROJECT BUDGET	\$2,000,000							
DESCRIPTION/DETAIL	Prior years	FY26	FY27	FY28	FY29	FY30	Future	Total
Design / Right of Way / Utility Relocation / Construction	\$ 135,580			\$ -	\$ -	\$ -	\$ 1,864,420	\$ 2,000,000
TOTAL	\$ 135,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,864,420	\$ 2,000,000

PART B: FUNDING SOURCES								
DESCRIPTION/DETAIL	Prior years	FY26	FY27	FY28	FY29	FY30	Future	Total
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds - 2020 Bonds	135,580							135,580
Special Revenue Funds-Transportation Reserve								-
Future debt instrument						-	1,864,420	1,864,420
							-	-
TOTAL	\$ 135,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,864,420	\$ 2,000,000

PROJECT NAME: Townley Connector		DEPT: Engineering/Public Works				
PROJECT DESCRIPTION: Extend Townley Road over McDowell Creek between Cranlyn Road and Northpointe Executive Park Drive. Project will include sidewalk on both sides of the road.	PROJECT COSTS:					
	Project spent to date - 2/18/2025	\$	-			
	Remaining to be spent		9,000,000			
	Total Project costs		9,000,000			
PART A: TOTAL PROJECT BUDGET		\$9,000,000				
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 1,250,000	\$ 625,000	\$ 625,000	\$ 6,500,000	\$ -	\$ 9,000,000
TOTAL	\$ 1,250,000	\$ 625,000	\$ 625,000	\$ 6,500,000	\$ -	\$ 9,000,000
PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation	\$ 750,000	\$ 875,000	\$ 875,000	\$ -	\$ -	\$ 2,500,000
General Obligation Bonds - <u>2020 Bonds</u>	-	-	-	-	-	-
Special Revenue Funds- <u>Transportation Reserve Fund</u>	-					-
General Obligation Bonds - <u>2028 Bonds</u>	-			4,000,000	-	4,000,000
Funded by others	500,000			2,000,000	-	2,500,000
TOTAL	\$ 1,250,000	\$ 875,000	\$ 875,000	\$ 6,000,000	\$ -	\$ 9,000,000

PROJECT NAME: New Town Hall - Parking Deck			DEPT: Administration								
PROJECT DESCRIPTION: A 300 space downtown parking deck adjacent to the new Town Hall.			PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date 3/18/2025</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">8,000,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 8,000,000</td> </tr> </table>			Project spent to date 3/18/2025	\$ -	Remaining to be spent	8,000,000	Total Project costs	\$ 8,000,000
Project spent to date 3/18/2025	\$ -										
Remaining to be spent	8,000,000										
Total Project costs	\$ 8,000,000										

PART A: TOTAL PROJECT BUDGET	\$8,000,000					
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
Engineering/Design	\$ -	\$ 8,000,000	\$ -	\$ -	\$ -	\$ 8,000,000
Construction/Upfit						-
TOTAL	\$ -	\$ 8,000,000	\$ -	\$ -	\$ -	\$ 8,000,000

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>Prior year</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Instrument	-	8,000,000	-		-	8,000,000
Special Revenue Funds						
Other(Describe)						
TOTAL	\$ -	\$ 8,000,000	\$ -	\$ -	\$ -	\$ 8,000,000

PROJECT NAME: Maxwell Avenue upgrade PROJECT DESCRIPTION: Improve Maxwell Avenue to add curb and gutter, resurface, and sidewalk between Huntersville Concord and NC 115.	DEPT: Engineering / Public Works PROJECT COSTS: <table style="width: 100%;"> <tr> <td>Project spent to date</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">3,700,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 3,700,000</td> </tr> </table>	Project spent to date	\$ -	Remaining to be spent	3,700,000	Total Project costs	\$ 3,700,000
Project spent to date	\$ -						
Remaining to be spent	3,700,000						
Total Project costs	\$ 3,700,000						

PART A: TOTAL PROJECT BUDGET	\$3,700,000																																										
<u>DESCRIPTION/DETAIL</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 12.5%;"><u>FY26</u></th> <th style="width: 12.5%;"><u>FY27</u></th> <th style="width: 12.5%;"><u>FY28</u></th> <th style="width: 12.5%;"><u>FY29</u></th> <th style="width: 12.5%;"><u>FY30</u></th> <th style="width: 12.5%;"><u>Total</u></th> </tr> </table>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>																																				
<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>																																						
Design / Right of Way / Utility Relocation / Construction	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; text-align: center;">\$ -</td> <td style="width: 12.5%; text-align: center;">\$ 600,000</td> <td style="width: 12.5%; text-align: center;">\$ 600,000</td> <td style="width: 12.5%; text-align: center;">\$ 2,500,000</td> <td style="width: 12.5%; text-align: center;">\$ -</td> <td style="width: 12.5%; text-align: center;">\$ 3,700,000</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">\$ -</td> <td style="text-align: center;">\$ 600,000</td> <td style="text-align: center;">\$ 600,000</td> <td style="text-align: center;">\$ 2,500,000</td> <td style="text-align: center;">\$ -</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td style="text-align: center;">\$ 3,700,000</td> </tr> </table>	\$ -	\$ 600,000	\$ 600,000	\$ 2,500,000	\$ -	\$ 3,700,000																									TOTAL	\$ -	\$ 600,000	\$ 600,000	\$ 2,500,000	\$ -						\$ 3,700,000
\$ -	\$ 600,000	\$ 600,000	\$ 2,500,000	\$ -	\$ 3,700,000																																						
TOTAL	\$ -	\$ 600,000	\$ 600,000	\$ 2,500,000	\$ -																																						
					\$ 3,700,000																																						

PART B: FUNDING SOURCES																																					
<u>DESCRIPTION/DETAIL</u>	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 12.5%;"><u>FY26</u></th> <th style="width: 12.5%;"><u>FY27</u></th> <th style="width: 12.5%;"><u>FY28</u></th> <th style="width: 12.5%;"><u>FY29</u></th> <th style="width: 12.5%;"><u>FY30</u></th> <th style="width: 12.5%;"><u>Total</u></th> </tr> </table>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>																														
<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>																																
General Fund Appropriation	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; text-align: center;">\$ -</td> <td style="width: 12.5%; text-align: center;">\$ 3,700,000</td> <td style="width: 12.5%; text-align: center;">\$ -</td> <td style="width: 12.5%; text-align: center;">\$ -</td> <td style="width: 12.5%; text-align: center;">\$ -</td> <td style="width: 12.5%; text-align: center;">\$ 3,700,000</td> </tr> <tr><td>Special Revenue Funds-<u>Transportation Reserve</u></td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">-</td></tr> <tr><td>Future debt instrument</td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">-</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: center;">-</td></tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">\$ -</td> <td style="text-align: center;">\$ 3,700,000</td> <td style="text-align: center;">\$ -</td> <td style="text-align: center;">\$ -</td> <td style="text-align: center;">\$ -</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td style="text-align: center;">\$ 3,700,000</td> </tr> </table>	\$ -	\$ 3,700,000	\$ -	\$ -	\$ -	\$ 3,700,000	Special Revenue Funds- <u>Transportation Reserve</u>					-	Future debt instrument					-						-	TOTAL	\$ -	\$ 3,700,000	\$ -	\$ -	\$ -						\$ 3,700,000
\$ -	\$ 3,700,000	\$ -	\$ -	\$ -	\$ 3,700,000																																
Special Revenue Funds- <u>Transportation Reserve</u>					-																																
Future debt instrument					-																																
					-																																
TOTAL	\$ -	\$ 3,700,000	\$ -	\$ -	\$ -																																
					\$ 3,700,000																																

PROJECT NAME: Bradford Park Driveway & Parking lot resurfacing

DEPT: Parks and Recreation

PROJECT DESCRIPTION:

This project would resurface the driveway and parking lots at Bradford Park. This park will be 18 years old in 2026.

PROJECT COSTS:

Project spent to date - 2/20/2025

\$ -

Remaining to be spent

750,000

Total Project costs

\$ 750,000

PART A: TOTAL PROJECT BUDGET

DESCRIPTION/DETAIL

\$750,000

FY 26

FY 27

FY 28

FY 29

FY 30

Total

Construction

\$ -	\$ 750,000	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-

\$ 750,000
-
-

TOTAL

\$ -	\$ 750,000	\$ -	\$ -	\$ -
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\$ 750,000

PART B: FUNDING SOURCES

DESCRIPTION/DETAIL

FY 26

FY 27

FY 28

FY 29

FY 30

Total

General Fund Appropriation

\$ -	\$ 750,000	\$ -	\$ -	\$ -
-	-	-	-	-

\$ 750,000
-

General Obligation Bonds - Future Park Referendum

Future funding

TOTAL

\$ -	\$ 750,000	\$ -	\$ -	\$ -
------	------------	------	------	------

\$ 750,000

PROJECT NAME: Lake Norman Elementary School Gym & Tennis Courts**DEPT:** Parks and Recreation**PROJECT DESCRIPTION:**

The town approved a joint use gymnasium agreement with the Lake Norman Charter School in 2023. The town is currently working on adding the school's 6 new tennis courts to this agreement. This new elementary school will be located adjacent to Fire Station No. 4. and is anticipated to open in August 2026. This agreement will help the town provide much needed indoor and outdoor court space for our growing community. The 2030 Parks and Recreation Master Plan identified the need for more indoor gym space and outdoor tennis courts.

PROJECT COSTS:

Project spent to date	\$ -
Remaining to be spent	650,000
Total Project costs	<u>\$ 650,000</u>

PART A: TOTAL PROJECT BUDGET**DESCRIPTION/DETAIL****\$650,000****FY 26****FY 27****FY 28****FY 29****FY 30****Total**

Joint Use Agreement Payment

\$ -	\$ 650,000	\$ -	\$ -	\$ -
-	-	-	-	-
-	-		-	-

\$ 650,000
-
-

TOTAL

\$ -	\$ 650,000	\$ -	\$ -	\$ -
------	------------	------	------	------

\$ 650,000

PART B: FUNDING SOURCES**DESCRIPTION/DETAIL****FY 26****FY 27****FY 28****FY 29****FY 30****Total**

General Fund Appropriation

General Obligation Bonds - Future Park Referendum

Future funding

\$ -	\$ 650,000	\$ -	\$ -	\$ -
-	-	-	-	-

\$ 650,000
-

TOTAL

\$ -	\$ 650,000	\$ -	\$ -	\$ -
------	------------	------	------	------

\$ 650,000

PROJECT NAME: Hwy 21 Greenway Tunnel Project			DEPT: Park & Recreation								
PROJECT DESCRIPTION: 10' wide greenway and tunnel that will be constructed by NCDOT during the U-5771 project. The total estimated cost is \$3,250,000. The Town committed \$650,000 of local dollars which equates to a 20% local match. The Town has been awarded \$2,600,000 CRTPO Discretionary grant.			SERVICE IMPACTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date (2/19/2025)</td> <td style="text-align: right; width: 20%;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">650,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 650,000</td> </tr> </table>			Project spent to date (2/19/2025)	\$ -	Remaining to be spent	650,000	Total Project costs	\$ 650,000
Project spent to date (2/19/2025)	\$ -										
Remaining to be spent	650,000										
Total Project costs	\$ 650,000										

PART A:	TOTAL PROJECT BUDGET					\$650,000
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 29</u>	<u>Total</u>
Construction of tunnel	\$ -	\$ -	\$ 650,000	\$ -	\$ -	\$ 650,000
						-
						-
TOTAL	\$ -	\$ -	\$ 650,000	\$ -	\$ -	\$ 650,000

PART B:	FUNDING SOURCES					
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 29</u>	<u>Total</u>
Park and Recreation Bonds - <u>2028 Bonds</u>	\$ -	\$ -	\$ 650,000	\$ -	\$ -	\$ 650,000
Lease Purchase Financing/Debt Service						-
General Obligation Bonds						-
Other(Describe)					-	-
						-
TOTAL	\$ -	\$ -	\$ 650,000	\$ -	\$ -	\$ 650,000

PROJECT NAME: Huntersville Athletic Park Amphitheater		DEPT: Parks and Recreation							
PROJECT DESCRIPTION: The 2030 Parks and Recreation Master Plan recommended an Amphitheater in a location that could hold larger events than the one at Veterans Park. We are considering Huntersville Athletic Park and Barry Park as a potential location.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 600,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-bottom: 3px double black;">\$ 600,000</td> </tr> </table>		Project spent to date	\$ -	Remaining to be spent	\$ 600,000	Total Project costs	\$ 600,000
Project spent to date	\$ -								
Remaining to be spent	\$ 600,000								
Total Project costs	\$ 600,000								

PART A: TOTAL PROJECT BUDGET	\$600,000					
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
Design/Construction	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ 600,000
TOTAL	\$ -	600,000	\$ -	\$ -	\$ -	\$ 600,000

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ -	-	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds- <u>Future Referendum</u>						
Special Revenue Funds-Tourism		600,000				600,000
TOTAL	\$ -	600,000	\$ -	\$ -	\$ -	\$ 600,000

PROJECT NAME: Birkdale Commons Ext and Ervin Cook Ext				DEPT: Engineering and Public Works									
PROJECT DESCRIPTION: Extend Ervin Cook Road from Witaker Pointe Drive to future Birkdale Commons Parkway Extension. Extend Birkdale Commons Parkway from current end near Tigers Paw Road to Ervin Cook Road Extension. Section to include bike and pedestrian accomodations. Future intersection of Ervin Cook Road and Birkdale Commons Parkway may be a roundabout.				PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-top: 1px solid black;">12,300,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 12,300,000</td> </tr> </table>				Project spent to date	\$ -	Remaining to be spent	12,300,000	Total Project costs	\$ 12,300,000
Project spent to date	\$ -												
Remaining to be spent	12,300,000												
Total Project costs	\$ 12,300,000												

PART A:	TOTAL PROJECT BUDGET						
DESCRIPTION/DETAIL	\$12,300,000						
	FY26	FY27	FY28	FY29	FY30	Future	Total
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 11,900,000	\$ 12,300,000
TOTAL	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 11,900,000	\$ 12,300,000

PART B:	FUNDING SOURCES						
DESCRIPTION/DETAIL	FY26	FY27	FY28	FY29	FY30	Future	Total
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future debt instrument						11,900,000	11,900,000
CRTPO		400,000					400,000
Other(Describe) -							
TOTAL	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 11,900,000	\$ 12,300,000

PROJECT NAME: Huntersville Fire Station # 1 Replacement			DEPT: Fire and Safety			
PROJECT DESCRIPTION: Replacement of Station #1 with a more central location and larger facility.			PROJECT COSTS:			
			Project spent to date 2/19/2025		\$ -	
			Remaining to be spent		16,000,000	
			Total Project costs		<u>\$ 16,000,000</u>	
PART A: TOTAL PROJECT BUDGET			\$16,000,000			
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
Design/Engineering/Construction/Land	\$ -	\$ -	\$ 16,000,000	\$ -	\$ -	\$ 16,000,000
		-	-	-	-	-
TOTAL	\$ -	\$ -	\$ 16,000,000	\$ -	\$ -	\$ 16,000,000
PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Installment financing	-	-	16,000,000	-	-	16,000,000
TOTAL	\$ -	\$ -	\$ 16,000,000	\$ -	\$ -	\$ 16,000,000

PROJECT NAME: Recreational Center Expansion			DEPT: Parks and Recreation								
PROJECT DESCRIPTION: This facility was structurally built with the ability to be expanded. This expansion would double the court space to eight volleyball, four basketball and 8/12 pickleball courts. It would also include additional classroom space to expand programs that have a waiting list.			PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date</td> <td style="text-align: right; width: 20%;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">10,000,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 10,000,000</td> </tr> </table>			Project spent to date	\$ -	Remaining to be spent	10,000,000	Total Project costs	\$ 10,000,000
Project spent to date	\$ -										
Remaining to be spent	10,000,000										
Total Project costs	\$ 10,000,000										

PART A: TOTAL PROJECT BUDGET	\$10,000,000					
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Design / Construction	\$ -	\$ -	\$ 10,000,000	\$ -	\$ -	\$ 10,000,000
						-
TOTAL	\$ -	\$ -	\$ 10,000,000	\$ -	-	\$ 10,000,000

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation	-	-	-	-	-	-
Future debt instrument	\$ -	\$ -	\$ 10,000,000	\$ -	\$ -	\$ 10,000,000
Special Revenue Funds-Designated						
Other(Describe) -						
TOTAL	\$ -	\$ -	\$ 10,000,000	\$ -	\$ -	\$ 10,000,000

PROJECT NAME: Church Street - Realignment to Walters Street	DEPT: Engineering / Public Works						
PROJECT DESCRIPTION: Connect Church Street from south of Huntersville Concord Road to align with Walters Street. Also evaluate street connection to Warfield Avenue. This will increase connectivity in the downtown area south of Huntersville Concord Road.	PROJECT COSTS: <table style="width: 100%;"> <tr> <td>Project spent to date</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">5,000,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 5,000,000</td> </tr> </table>	Project spent to date	\$ -	Remaining to be spent	5,000,000	Total Project costs	\$ 5,000,000
Project spent to date	\$ -						
Remaining to be spent	5,000,000						
Total Project costs	\$ 5,000,000						

PART A: TOTAL PROJECT BUDGET	\$5,000,000	
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>
	<u>FY28</u>	<u>FY29</u>
	<u>FY30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -
	\$ 750,000	\$ 750,000
	\$ 3,500,000	\$ 5,000,000
	-	-
	-	-
	-	-
TOTAL	\$ -	\$ -
	\$ 750,000	\$ 750,000
	\$ 3,500,000	\$ 5,000,000

PART B: FUNDING SOURCES		
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>
	<u>FY28</u>	<u>FY29</u>
	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -
General Obligation Bonds - <u>2028 Bonds</u>	-	5,000,000
Special Revenue Funds-Designated	-	-
Other(Describe) -	-	-
	-	-
	-	-
TOTAL	\$ -	\$ -
	\$ 5,000,000	\$ 5,000,000
	-	-
	-	-
	-	-
	-	-
	-	-

PROJECT NAME: I77-Hwy 73 Interchange Cost Sharing	DEPT: Engineering / Public Works						
PROJECT DESCRIPTION: With the NCDOT delivery of the NC 73 projects, it will be necessary to participate in the sidewalk construction and any "betterments" the Town requests. Financial commitments are made as part of the required Municipal Agreement and will be determined prior to the project let date.	PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date 2/18/2025</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">5,750,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 5,750,000</td> </tr> </table>	Project spent to date 2/18/2025	\$ -	Remaining to be spent	5,750,000	Total Project costs	\$ 5,750,000
Project spent to date 2/18/2025	\$ -						
Remaining to be spent	5,750,000						
Total Project costs	\$ 5,750,000						

PART A: TOTAL PROJECT BUDGET	\$5,750,000						
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Future</u>	<u>Total</u>
Project Betterments	\$ -	\$ -		\$ 1,000,000	\$ 3,500,000	\$ 1,250,000	\$ 5,750,000
							-
TOTAL	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 3,500,000	\$ 1,250,000	\$ 5,750,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Future</u>	<u>Total</u>
General Obligation Bonds - 2028 Bonds	\$ -	\$ -		\$ 4,500,000	\$ -	\$ -	\$ 4,500,000
Special Revenue Funds-Designated							
Other(Describe) - PARTF grant							
Future debt instrument						1,250,000	1,250,000
TOTAL	\$ -	\$ -	\$ -	\$ 4,500,000	\$ -	\$ 1,250,000	\$ 5,750,000

PROJECT NAME: Upgrade existing Ervin Cook Road			DEPT: Engineering and Public Works								
PROJECT DESCRIPTION: Improve existing Ervin Cook Road from Gilead Road to current northern limits. Improvements may include increased pavement structure, increased pavement width, bike and pedestrian accomodation and left-turn lanes at public streets.			PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 2/18/2025</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-bottom: 1px solid black;">2,750,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-bottom: 3px double black;">\$ 2,750,000</td> </tr> </table>			Project spent to date - 2/18/2025	\$ -	Remaining to be spent	2,750,000	Total Project costs	\$ 2,750,000
Project spent to date - 2/18/2025	\$ -										
Remaining to be spent	2,750,000										
Total Project costs	\$ 2,750,000										

PART A: TOTAL PROJECT BUDGET	\$2,750,000					
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -	\$ 250,000	\$ 750,000	\$ 1,750,000	\$ 2,750,000
TOTAL	\$ -	\$ -	\$ 250,000	\$ 750,000	\$ 1,750,000	\$ 2,750,000

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds - <u>2028 Bonds</u>			2,750,000	-	-	2,750,000
TOTAL	\$ -	\$ -	\$ 2,750,000	\$ -	\$ -	\$ 2,750,000

PROJECT NAME: Fire Trucks			DEPT: Fire and Safety								
PROJECT DESCRIPTION: To purchase one add to fleet fire truck and one replacement truck.			PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">1,996,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 1px solid black;">\$ 1,996,000</td> </tr> </table>			Project spent to date	-	Remaining to be spent	1,996,000	Total Project costs	\$ 1,996,000
Project spent to date	-										
Remaining to be spent	1,996,000										
Total Project costs	\$ 1,996,000										

PART A: TOTAL PROJECT BUDGET		\$1,996,000				
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Two fire trucks	\$ -	\$ -	\$ 1,996,000	\$ -	\$ -	\$ 1,996,000
	-		-	-	-	-
TOTAL	\$ -	\$ -	\$ 1,996,000	\$ -	\$ -	\$ 1,996,000

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation/Emergency Services fund	\$ -	\$ -	\$ 1,996,000	\$ -	\$ -	\$ 1,996,000
Future funding						-
Other (Describe) - <u>County ETJ funds</u>	-					-
Installment financing		-				-
TOTAL	\$ -	\$ -	\$ 1,996,000	\$ -	\$ -	\$ 1,996,000

PROJECT NAME: Greenway Street - Watkins to NC115		DEPT: Engineering/Public Works							
PROJECT DESCRIPTION: Improve Greenway Street between Watkins Street and NC115 (Old Statesville Road). Project includes widening, adding curb and gutter, sidewalks, and street resurfacing.	PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">1,500,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">1,500,000</td> </tr> </table>			Project spent to date	\$ -	Remaining to be spent	1,500,000	Total Project costs	1,500,000
Project spent to date	\$ -								
Remaining to be spent	1,500,000								
Total Project costs	1,500,000								

PART A: TOTAL PROJECT BUDGET		\$1,500,000				
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -	\$ 500,000	\$ 1,000,000	\$ -	\$ 1,500,000
TOTAL	\$ -	\$ -	\$ 500,000	\$ 1,000,000	\$ -	\$ 1,500,000

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds - <u>2020 Bonds</u>	-	-	-	-	-	-
Special Revenue Funds- <u>Transportation Reserve Fund</u>	-	-				-
General Obligation Bonds - <u>2028 Bonds</u>	-	-	1,500,000	-		1,500,000
TOTAL	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000

PROJECT NAME: US 21 - Cost Share on NCDOT TIP Projects		DEPT: Engineering/ Public Works							
PROJECT DESCRIPTION: With NCDOT delivery of the US 21 projects, it will be necessary to participate in the sidewalk construction and any "betterments" the Town requests. The cost represents two projects between Gilead Road and the town limits to the north of Northcross Center Court. Financial commitments are made as part of a Municipal Agreement with NCDOT for each project.	PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 2/18/2025</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;"><u>1,000,000</u></td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right;"><u>\$ 1,000,000</u></td> </tr> </table>			Project spent to date - 2/18/2025	\$ -	Remaining to be spent	<u>1,000,000</u>	Total Project costs	<u>\$ 1,000,000</u>
Project spent to date - 2/18/2025	\$ -								
Remaining to be spent	<u>1,000,000</u>								
Total Project costs	<u>\$ 1,000,000</u>								

PART A:	TOTAL PROJECT BUDGET					\$1,000,000
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
Project Betterments	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
TOTAL	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000

PART B:	FUNDING SOURCES					
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Total</u>
General Obligation Bonds - 2028 Bonds	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Special Revenue Funds-Designated						
Other(Describe)						
TOTAL	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000

PROJECT NAME: Building for Public Works & Park Operations

DEPT: Parks and Recreation

PROJECT DESCRIPTION:

Due to the continued growth of the Public Works Department and the Park Operations Division the town has out grown the existing facility at the Town's operations yard. This new facility will accommodate the existing operation as well as future growth.

PROJECT COSTS:

Project spent to date - 1/31/2024	\$ -
Remaining to be spent	<u>8,000,000</u>
Total Project costs	<u>\$ 8,000,000</u>

PART A: TOTAL PROJECT BUDGET

\$8,000,000

DESCRIPTION/DETAIL

FY 26

FY 27

FY 28

FY 29

FY 30

Total

Design and Construction

\$ -		\$ 750,000	\$ 7,250,000	\$ -	\$ 8,000,000
-	-	-	-	-	-
-	-		-	-	-
TOTAL	\$ -	\$ -	\$ 750,000	\$ 7,250,000	\$ -
					\$ 8,000,000

PART B: FUNDING SOURCES

DESCRIPTION/DETAIL

FY 26

FY 27

FY 28

FY 29

FY 30

Total

General Fund Appropriation

Future Debt instrument

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	750,000	7,250,000		8,000,000
TOTAL	\$ -	\$ -	\$ 750,000	\$ 7,250,000	\$ -
					\$ 8,000,000

PROJECT NAME: Bradford Park Phase 3

DEPT: Parks and Recreation

PROJECT DESCRIPTION:

Develop a third phase of Bradford Park which could include a tennis complex, basefall fields, additional soccer fields, trails, associated infrastructure and a new driveway off Ramah Church Road. This expansion could be a partnership with Davidson, LNTA, USTA, soccer groups, lacrosse groups and Mecklenburg County.

PROJECT COSTS:

Project spent to date - 1/31/2024	\$ -
Remaining to be spent	10,000,000
Total Project costs	<u>\$ 10,000,000</u>

PART A: TOTAL PROJECT BUDGET

\$10,000,000

DESCRIPTION/DETAIL

FY26

FY27

FY28

FY29

FY30

Future

Total

Design/Construction

\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000
					-	-
\$ -	\$ -	\$ -	\$ -	-	\$ 10,000,000	\$ 10,000,000

TOTAL

PART B: FUNDING SOURCES

DESCRIPTION/DETAIL

FY26

FY27

FY28

FY29

FY30

Future

Total

General Fund Appropriation

Future debt instrument

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	10,000,000	-	10,000,000
					-	-
\$ -	\$ -	\$ -	\$ -	10,000,000	\$ -	\$ 10,000,000

TOTAL

PROJECT NAME: Richard Barry Park Turf replacement

DEPT: Parks and Recreation

PROJECT DESCRIPTION:

PROJECT COSTS:

Project spent to date	\$ -
Remaining to be spent	2,000,000
Total Project costs	<u>\$ 2,000,000</u>

PART A: TOTAL PROJECT BUDGET

DESCRIPTION/DETAIL

\$2,000,000

FY 26

FY 27

FY 28

FY 29

FY 30

Future

Total

Design/Construction

\$ -	\$ -	\$ -	\$ -	2,000,000	\$ -	\$ 2,000,000
						-
						-
\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000

TOTAL

PART B: FUNDING SOURCES

DESCRIPTION/DETAIL

FY 26

FY 27

FY 28

FY 29

FY 30

Future

Total

General Fund Appropriation

General Obligation Bonds - Future Park Referendum

Future Debt instrument

Partnership

\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
-	-	-	-	-	-	-
					-	-
				2,000,000		2,000,000
\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000

TOTAL

PROJECT NAME: Ervin Cook Road Extension		DEPT: Engineering and Public Works							
PROJECT DESCRIPTION: Project constructs a new roadway on new alignment from end of Ervin Cook Road to future intersection of Ervin Cook Road at future Birkdale Commons Parkway intersection.	PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-top: 1px solid black;">12,000,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 12,000,000</td> </tr> </table>			Project spent to date	\$ -	Remaining to be spent	12,000,000	Total Project costs	\$ 12,000,000
Project spent to date	\$ -								
Remaining to be spent	12,000,000								
Total Project costs	\$ 12,000,000								

PART A: TOTAL PROJECT BUDGET	\$12,000,000						
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000,000	\$ 12,000,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000,000	\$ 12,000,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future debt instrument						12,000,000	12,000,000
Special Revenue Funds-Designated							
Other(Describe) -							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000,000	\$ 12,000,000

PROJECT NAME: Gibson Park Phase 3 PROJECT DESCRIPTION: Improve Gibson Park Drive/Gibson Drive to add curb and gutter, resurface, and sidewalk between Drake Hill Drive and Mallory Baches Lane.	DEPT: Engineering/Public Works PROJECT COSTS: Project spent to date \$ - Remaining to be spent 3,300,000 Total Project costs <u>\$ 3,300,000</u>
---	--

PART A: TOTAL PROJECT BUDGET	\$3,300,000						
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Future</u>	<u>Total</u>
Design/Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300,000	\$ 3,300,000
							-
							-
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300,000	\$ 3,300,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>	<u>FY 30</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds - <u>Future Park Referendum</u>	-	-	-	-	-	-	-
Future Debt instrument						-	-
						3,300,000	3,300,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300,000	\$ 3,300,000

PROJECT NAME: Hambright at Mt Holly Huntersville Road		DEPT: Engineering/Public Works							
PROJECT DESCRIPTION: Realign Hambright Road and add turn lanes at the intersection of Mt Holly Huntersville Road.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">3,200,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 3,200,000</td> </tr> </table>		Project spent to date	\$ -	Remaining to be spent	3,200,000	Total Project costs	\$ 3,200,000
Project spent to date	\$ -								
Remaining to be spent	3,200,000								
Total Project costs	\$ 3,200,000								

PART A: TOTAL PROJECT BUDGET	\$3,200,000						
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200,000	\$ 3,200,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200,000	\$ 3,200,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future debt instrument						3,200,000	3,200,000
Special Revenue Funds-Designated							
Other(Describe) -							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200,000	\$ 3,200,000

PROJECT NAME: Holbrooks Road between NC 115 and Central PROJECT DESCRIPTION: Widen and add sidewalk to Holbrooks Road between NC 115 and Central Avenue. Improve railroad crossing.	DEPT: Engineering/Public Works PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">2,500,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 2,500,000</td> </tr> </table>	Project spent to date	\$ -	Remaining to be spent	2,500,000	Total Project costs	\$ 2,500,000
Project spent to date	\$ -						
Remaining to be spent	2,500,000						
Total Project costs	\$ 2,500,000						

PART A: TOTAL PROJECT BUDGET		\$2,500,000					
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ 2,500,000
TOTAL	\$ -	\$ -	\$ -	\$ -	-	2,500,000	\$ 2,500,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
Future debt instrument	-	-	-	-	-	2,500,000	2,500,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ 2,500,000

PROJECT NAME: Holbrook Park Expansion

DEPT: Parks and Recreation

PROJECT DESCRIPTION:

This park expansion was identified in the 2030 Parks and Recreation Master Plan. This park will help serve the residential growth coming to downtown and will help provide and secure green space in the heart of downtown. The goal is to purchase land surrounding Holbrook Park and develop a park specific master plan to determine amenities requested by the community.

PROJECT COSTS:

Project spent to date	\$ -
Remaining to be spent	2,500,000
Total Project costs	<u>\$ 2,500,000</u>

PART A: TOTAL PROJECT BUDGET

DESCRIPTION/DETAIL

\$2,500,000

FY 26

FY 27

FY 28

FY 29

FY 30

Future

Total

Land Purchase
Design
Development

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	-	-	-	-	2,500,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000

\$ -
-
2,500,000
\$ 2,500,000

TOTAL

PART B: FUNDING SOURCES

DESCRIPTION/DETAIL

FY 26

FY 27

FY 28

FY 29

FY 30

Future

Total

General Fund Appropriation
General Obligation Bonds - Future Park Referendum
Future Debt instrument

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
					2,500,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000

\$ -
-
2,500,000
\$ 2,500,000

TOTAL

PROJECT NAME: Beatties Ford and Cashions

DEPT: Engineering/Public Works

PROJECT DESCRIPTION:

Add turn lanes at the intersection of Beatties Ford Road at Cashions Road.

PROJECT COSTS:

Project spent to date
Remaining to be spent
Total Project costs

\$ -
2,400,000
\$ 2,400,000

PART A: TOTAL PROJECT BUDGET

DESCRIPTION/DETAIL

\$2,400,000

FY 26

FY 27

FY 28

FY 29

FY 30

Future

Total

Design/Construction

\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000

\$ 2,400,000
-
-
\$ 2,400,000

TOTAL

PART B: FUNDING SOURCES

DESCRIPTION/DETAIL

FY 26

FY 27

FY 28

FY 29

FY 30

Future

Total

General Fund Appropriation

General Obligation Bonds - Future Park Referendum

Future Debt instrument

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
					2,400,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000

\$ -
-
2,400,000
\$ 2,400,000

TOTAL

PROJECT NAME: Beatties Ford at Stephens

DEPT: Engineering/Public Works

PROJECT DESCRIPTION:

Add turn lanes at the intersection of Beatties Ford Road at Stephens Road.

PROJECT COSTS:

Project spent to date
Remaining to be spent
Total Project costs

\$ -
2,400,000
\$ 2,400,000

PART A: TOTAL PROJECT BUDGET

DESCRIPTION/DETAIL

\$2,400,000

FY 26

FY 27

FY 28

FY 29

FY 30

Future

Total

Design/Construction

\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000

\$ 2,400,000
-
-
\$ 2,400,000

TOTAL

PART B: FUNDING SOURCES

DESCRIPTION/DETAIL

FY 26

FY 27

FY 28

FY 29

FY 30

Future

Total

General Fund Appropriation

General Obligation Bonds - Future Park Referendum

Future Debt instrument

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
					2,400,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000

\$ -
-
2,400,000
\$ 2,400,000

TOTAL

PROJECT NAME: Second Street Upgrade

DEPT: Engineering/Public Works

PROJECT DESCRIPTION:

Improve Second Street to add curb and gutter, resurface, and sidewalk between N. Church Street and Huntersville Concord Road.

PROJECT COSTS:

Project spent to date	\$ -
Remaining to be spent	1,750,000
Total Project costs	<u>\$ 1,750,000</u>

PART A: TOTAL PROJECT BUDGET

DESCRIPTION/DETAIL

\$1,750,000

FY 26

FY 27

FY 28

FY 29

FY 30

Future

Total

Design/Construction

\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000	\$ 1,750,000
						-
						-
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000	\$ 1,750,000

TOTAL

PART B: FUNDING SOURCES

DESCRIPTION/DETAIL

FY 26

FY 27

FY 28

FY 29

FY 30

Future

Total

General Fund Appropriation

General Obligation Bonds - Future Park Referendum

Future Debt instrument

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-
					1,750,000	1,750,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000	\$ 1,750,000

TOTAL

PROJECT NAME: Police space needs			DEPT: Police		
PROJECT DESCRIPTION:			PROJECT COSTS: Project spent to date \$ - Remaining to be spent - Total Project costs \$ -		

PART A: TOTAL PROJECT BUDGET		\$0				
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
Design/Engineering/Construction/Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2028 GO Transportation Bonds	-	-	-	-	-	-
		-				-
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



A PROCLAMATION FOR EARTH DAY

WHEREAS, April 22 is celebrated globally as Earth Day, a day dedicated to reflecting upon our responsibility to protect and sustain the natural world for future generations; and

WHEREAS, the theme for Earth Day 2025 "Our Power, Our Planet," reminds us of the collective power we hold to enact positive changes for our environment and to promote sustainable practices; and

WHEREAS, we recognize that our actions today significantly impact on the health of our planet, its ecosystems, and all forms of life that depend on a healthy environment; and

WHEREAS, it is imperative that we empower communities, individuals, and organizations to harness their collective strength to advocate for policies and practices that promote sustainability and stewardship of our natural resources; and

WHEREAS, engaging in local and global efforts to combat climate change, conserve biodiversity, and reduce pollution is essential to creating a more sustainable future; and

WHEREAS, we honor the contributions of individuals and organizations dedicated to environmental stewardship and advocating for a sustainable future.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim 22nd day of April as "**EARTH DAY**" 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 15th day of April, 2025.

Christy Clark, Mayor

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**March 4, 2025
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

None

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on March 4, 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

CATS Micro Transit launched last week in northern Mecklenburg County.

Mecklenburg County will reveal the final design for Latta Place at a community meeting on March 20.

Torrence Lytle Center repairs estimated to start in March and take approximately three months.

Upcoming HPD events.

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

PUBLIC COMMENTS

Women's History Month Proclamation. Mayor Clark proclaimed March 2025 as Women's History Month.

A PROCLAMATION FOR WOMEN'S HISTORY MONTH

WHEREAS, Women's History Month is a dedicated month to reflect on the often-overlooked contributions of women to United States history. From Abigail Adams to Susan B. Anthony, Sojourner Truth to Rosa Parks, the timeline of women's history

milestones stretches back to the founding of the United States; and

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere in the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, which create a more fair and just society for all.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim March as “**WOMEN'S HISTORY 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 4th day of March, 2025.

Bill Russell, President of Lake Norman Chamber of Commerce, said in the 1990's when I first moved up here, the property on which Birkdale Village sits was a 52 acre dairy farm owned by Buck Knox. Sometime around 2000, Peter Pappas asked to meet with me and he shared that he was creating this village center that would have its own restaurants, retail, housing, even a movie theater. Pappas Properties was actually a sponsor of our 2002 Business Expo and he unveiled what that center was going to look like and it created quite the buzz around the Expo that day, but not everybody was completely on board. There was those who wanted to keep Huntersville rural. There was those who had the rally and cry cows, not condos.

Our town leaders understood at the time we needed a balanced tax base and this project would bring amenities and jobs to Huntersville. For years people have confused Birkdale with downtown Huntersville. It does have its own downtown presence and it became a model mixed-use project that people sought to replicate across the country. But with anything that's a quarter of a century old, it has to improve, it has to change, it has to reimagine to remain the destination jewel we have all loved. This is not a strip mall, it's a destination for business, retail, hospitality and living.

Over 5 million people visited Birkdale Village just last year. Think about that, and it's also the number one taxpayer in this town. Jamestown is looking at making a \$200 million investment in this property. Among the amenities desperately needed.....parking, hotel and conference center, and Class A office space so people can work where they live and be less dependent on their automobile. Some may say we have vacancy in office space and people are working from home. That might have been the case during Covid, but now companies are requiring people to report back to work. We don't have this type of Class A office space in North Mecklenburg.

Bottom line is this project is supported by your 2024 Plan. It will add \$200,000 in additional property tax to this town. It will create an estimated \$212 million in estimated annual employment benefits and \$15 million in new resident worker spending in simple economics. This is a great investment for the Town of Huntersville and our future as a community. The Lake Norman Chamber of Commerce Board of Directors unanimously supported this and we hope that you will approve these improvements.

Audra Collins, said last time I was here I said this is Huntersville, not Ballantyne and it seems I will have to remind everybody once again, this is Huntersville, not Ballantyne. I understand Huntersville is a growing town with many families moving in. Someone just moved in next door to me the other day. By doing this, you ruin the family experience. When people go to Birkdale they want to have fun, shop for books and watch movies, check out the latest sports gear for the next sports season, not see parking decks and hotels. I was also told last time I was here that nostalgia does not pay the bills, but the families that move here do. What's the point of moving here if there are only a small amount of things you can do.

That being said, look at the state of Huntersville right now. Statesville is a mess. Sam Furr has constant gridlocks and traffic, the latter which I was stuck in the other day, and let's not even get started on Gilead. What is the point of a parking deck and a hotel if we can't even get the roads together. There are priorities we must have and turning Birkdale into a corporate plaza is not one of them. And at this point, if it's possible, I would like to speak directly to the developer. Nothing vulgar. I have lived here since 2000. I refuse to let this developer ruin this town. The more you continue to bring this up, the more you will continue to see me.

John Foster said I'm a resident of Huntersville. Obviously, I'm here to speak on the development of Birkdale. I can remember when Birkdale was originally proposed and also when they started construction. I'm not looking at the exact date, but it's somewhere around 2003 when Birkdale was opened. Anyone that's had negative effect on possibly doing a development at Birkdale probably did not live here at that time. One thing about development, they constantly change. Either you're growing or you're dying and for Birkdale to continue to grow because America changed, the world changed, you have to grow. I hope that you'll be real careful and make sure that we approve Birkdale.

People talk about traffic on Sam Furr Road. Birkdale is not the traffic problem. I served on the Lake Norman Chamber Board of Directors for 8 years. I believe I started somewhere around 2002 to about 2008. During that time period, the state constantly talked about the widening of 73 from 85 to Highway 16. Well, we're still waiting on that. If you have a problem with Birkdale, you don't need to be here complaining. You need to be in Raleigh complaining. The people that have left Mecklenburg County and moved to Denver and to Lincolnton, that is the problem with the traffic on Sam Furr Road. It is there freeway away from Mecklenburg County to Lincoln County and until we get the state to be involved to widen Sam Furr, we're going to have a problem. It's not the Board, it's not their need to widen Sam Furr. That's something that the state has to make a decision to do. Anytime that we look at trying to find new things and new developments and everything else, we need to try to find out what's going on, what's new and so forth.

I highly recommend that we approve the development for Birkdale. Don't be afraid for Huntersville to grow. We are the largest town outside of Charlotte in the county. We are going to continue to grow. We're 69,000 now and moving on up and we need to make sure we have amenities. I'm hoping that we start looking for the second Birkdale, because we need it also right now.

Robert Baer (Julie Baer deferred time) said my wife and I have lived in Northstone for about 23 years. This is more of a comment along with Birkdale on just the overall development going on in Huntersville. Birkdale wants another 150 rental units. When we moved here the majority of people living here were residents – people who put down hard earned money to buy a home, people who have a vested interest in this town. But now apparently there's a big push to change that to transients. Renters who can just pick up and leave any time their lease is up. Your votes on these proposals will prove without a doubt whether you care more about the residents of this town or the developers and the transients.

There was a lot of talk about the 2040 Plan around the last election and I'm pretty sure that everyone sitting up here said they were proponents of that plan. There's a question on that plan that says "If you are able, willing and motivated to relocate to Huntersville, what housing options would interest you." Sixty-one percent said a house with a large yard. Thirty-seven percent said a house with a smaller yard closer to amenities. Twenty-two percent said a low maintenance townhome or patio home and only four percent said an apartment or a condo complex, and yet here we are. We're being inundated with rental units – 350 right here in Vermillion Village and another 99 townhomes, almost 200 next to Discovery Place, 35 townhomes on Maxwell, 250 on Sam Furr hurting the property values in sections of some of the Hamptons, one of the nicest subdivisions in town, 150 rental houses on the corner of Stumptown and 21, plus plans for more multi-family on both sides of Statesville south of Stumptown. That's over 1,500 rental units in just seven or eight current projects, not including however many they want to put up here on Old Statesville across the street from the abandoned ones. Remember many of these projects are being built on land that was zoned Neighborhood Residential and magically got switched to multi-family.

Instead of getting nice new subdivisions and homeowners, we are getting cityscape. Why. Who does this benefit. Of course, the developers always say well it increases the taxbase and reduces the burden on the residents. They've been rubberstamping these projects for 15 years and we have practically the absolute highest taxes in the whole state, so how's that working out for you. It must be that new math. Now the leaders in Charlotte want to cram the biggest fiasco ever down our throats, the \$2 billion Red Line, a big train that everyone here already knows has nothing to do with transportation or traffic congestion relief. It's sole purpose is the TOD's, the Transit Orient Development zones and they are going to give these developers carte blanche to clear cut a mile wide corridor from 485 all the way to Mooresville so they can pack as many apartments, condos and townhouses as they can up and down that line. But why. Maybe there's a simpler explanation as to why they are trying to turn our whole town into rental housing as opposed to actual homeowners.

Last year the widely respected Pew Research Institute released their findings on an intensive study on voter demographics and what do you know, apparently by a 2:1 margin renters vote democrat over homeowners, so the fix is in folks. My wife and I have to stay here for a few more years while our kids get a little more settled in their careers, so we'll remain here in the orange barrel capital of the world a little longer. We just pray that you don't totally destroy our town and drag our property values down before we can get out of here. We're all watching you.

Errol Genois (Frank Gammon deferred time) said reject rezoning without appeal of universal principles of design. Listening to the Planning Board commissioners on Tuesday, February 25, I decided to examine what will make inhabitants and relocation seekers want to visit or to live along the Highway 73 corridor. I found that 1997 scholars and architects at North Carolina State University wrote the seven principles of universal design. They naturally support the notions of usefulness, ease of movement, safety, no hassle, catering to demands of users, likable levels of intensity and density and mass transportation connectivity.

One of the concerns against rezoning is the lack of a need of another hotel, whereas proponents advocate for any plan that will construct a beautiful place in Huntersville where everyone will want to visit or to live. It's essential to address architectural questions then to comprehend why Birkdale Village will potentially serve as a model for the Highway 73 corridor attracting visitors, residents, and businesses. Approving a project for Birkdale Village therefore requires positive answers to at least some, if not all, of the following qualifications for universal design.

Equitable use, that means accessibility for all. Flexibility of use, easy to circulate. Three, signage. Four, information, braille and print information. Tolerance per error means a center ramp, low physical exertion, flat surfaces, auto doors, and seven flexible size having to do with shape, wide doors, floor space, buttons not only on doors but walls and floors. With respect to the hotel, with a hotel as well as the office buildings and apartments having evacuation exit ramp in the middle of the buildings. A ramp will provide safe evacuation alternative for elevators, stairs, for all occupants. Providing a center ramp will ensure how the new hotel, office building and apartments will successfully attract everyone to the Highway 73 corridor now and in the future.

In addition, the ramp along with other adaptations of the seven principles will lend credibility to the rezoning requirements. For example, will the Birkdale area suffer from overcrowdedness, intensity of too many buildings per unit of land and accompanying high population density particularly caused by the heights of buildings as well as the increased traffic from service, supply transportation vehicles for the proposed hotel, office building, and apartments.

As a result of your approval of rezoning, this will also encourage developers to ask for higher norms of the heights of future hotels, office buildings, and apartments, as well as higher intensity and density along the Highway 73 corridor.

In summary, the whole concept of parking decks fails to fit the future of development along the Highway 73 corridor because local inhabitants and relocation seekers will increasingly use alternate forms of transportation such as mini transit. Aesthetically towering buildings and parking decks make landscapes less attractive to most of us. An approval of the rezoning request as is, will entice developers to ask for additional rezoning requests and even higher building heights without characteristics of the seven principles of design that provide special landscapes.

Jay Casey (Vicki Casey deferred time) said I moved to Huntersville in 1985 to a community called Breckenridge. At that time, Sam Furr Road was a two-lane winding or hilly road and at the intersection with Highway 21 there was a flashing caution light. That was it. In 2000 I moved from Breckenridge over to Birkdale Golf Club area and also at the same time moved the business I was operating from Cornelius to Highway 16 south of Denver and so my commute every day was along Highway 73 morning and night to my office.

At that time in 2000, the traffic along Highway 73 between here and Denver was a trickle both ways. By the time I retired and sold that business in 2021, traffic in the morning coming east was a traffic jam. In the evening going west, another traffic jam. And that was four years ago and we all know where it is now. It is the east/west commuters everywhere from Concord to Lincolnton and beyond I can tell you from personal observation that are causing the traffic jams on Sam Furr if that is our concern.

In the process of watching all that, I realized there's certain things we don't control. We don't control when the North Carolina Department of Transportation will widen Highway 73. We were promised in 2005. We're still waiting. We don't control the fact that North Carolina is a desirable place to live and all national reports say more people are coming and they will move here. I know that the owners of Birkdale Village do not control all of Birkdale, what people think of as Birkdale. There are out parcels that they do not own, that they cannot coerce to cooperate with them to make an easier plan for expansion of parking or whatever. They don't control that and we still reserve property rights to people who own them. We can't take them over.

I'm going to ask you when the time comes that you will vote to approve the proposal before you for several reasons. It is spread over several years. It's not going to be instantaneous all at once, chaos. Things will happen and parts will be put into place over a number of years as I understand it. And I will admit it is an improved plan over the original. The movements, the changes, the concessions they've made, I think are an improvement and certainly more appealing, less of a problem for those who have to face some of the worst of the congestion.

I know in particular one of the owners of a business in Birkdale Village and he tells me all the time that getting his patrons there is difficult because of parking, the lack thereof, the jamming and it affects his bottom line. He is a business owner trying to make a living that way. And I also know that the additional tax revenue that just this addition and improvement of Birkdale will bring to the city of Huntersville will lessen the pressure that you must feel to increase property taxes on my home. I live in Birkdale and the parking is not an issue for me personally, very selfishly, because I can walk to all of it – Birkdale Place, Birkdale Landing and when they build that pedestrian bridge across 73, I can walk over there. I don't need to drive a car there. But I have been there enough to see the jam, the problems.

We have to have some solution and the best way we can get ultimately 300 plus parking spaces added to Birkdale is with parking decks.....better placed, better situated and will help to ease the congestion to help the business owners there, the tax base in our city and we cannot turn people away. They are coming, we have to get ready for them.

Kevin Zwierko said I'm here to speak against the non-discrimination ordinance. It recently came to my attention and obviously I want to know a lot more details, but based off of principle, how I've seen it work across the nation before with stuff like this, you basically see consciences being pitted against each other when you start to involve non-discrimination ordinances in the manner in which it appears to be applied.

I just would like to cite from the North Carolina State Constitution Article One, Section 13 "All persons have a natural and an inalienable right to worship Almighty God according to the dictates of their own consciences and no human authority shall, in any case whatever, control or interfere with the rights of conscience." And also under Section 19 of Article One, "Nor shall any person be subjected to discrimination by the state because of race, color, religion, or national origin."

We all know that expanding the language for these different discrimination categories pits ideologies directly against each other. And from what I'm aware, I believe from the Town Manager in the past seven years there have been no actual complaints lodged. And that doesn't mean that there isn't necessarily a problem, but I would like to know why is a non-discrimination ordinance being proposed when there is no actual apparent problem. It seems like a political solution in search of a problem and also it really does seem to foster an atmosphere where you're pitting neighbor against neighbor. And I'll say a tenant of my faith is that you respect the dignity of the person, you respect them as a person and treat them fairly regardless of their beliefs, regardless of their conscience. But that doesn't mean that you cede the right to your own conscience to submit to that.

I know that some people may argue that a fine against a business may be different than someone's individual conscience, but anyone who's a single business owner, a single LLC, you know that business is you and any attack on that business and how you operate. If you're meant to give up and cede your conscience, then why are you even having a business? It seems more like it's a weaponization of politics when it's something that could be sorted out and handled differently. I would just ask for everyone to consider that and I really would like to have more details. There are clear protections in all laws at the

federal level and at the state level that I think are already well in place. And again, I'd like to reiterate why we do not have a record of actual complaints or problems and we're proposing this NDO in the first place.

Cindee Brewer said I am not in support of the NDO. From my point of view, it seems there's already laws on the books that cover Equal Opportunity Employment, Fair Housing and Services. In regards to enacting this because of hate crimes, the FBI reported only three crimes in Huntersville back in 2018 and no other crimes since then. As the gentleman before me, where is the need. While Huntersville is a welcoming, hospitable community and my concern is that an NDO would be counterproductive. My concerns would be about businesses, small businesses, startups that could have undue financial burdens due to the ordinance and thereby being counterproductive to fostering more small businesses right here and for us to be a welcoming town. Another concern is the application of the ordinance being highly subjective. Again, Huntersville is hospitable. Let's keep it that way.

Elisabeth Laskowski said I am here as a small business owner in the town of Huntersville to oppose the non-discrimination ordinance. While I believe this comes from a place of good intentions, it's a threat to my religious liberty. I've been witness to the weaponization of the government against persons of faith and wish to be protected from that in our town. We agree people should be treated with respect regardless of their color, gender, sexual orientation, etc. However, if a law requires that I violate my conscience and deeply held religious convictions, it's not a law for the good of the people. I'll always stand behind the need to respect the person, but respect should not mean I have to agree with your choices nor serve you in a way that violates my own ethics. How could I be protected if an activist calls discrimination on me for upholding my code of ethics.

Michael Fitzgerald said while everyone has dignity and entitled to respect, the well-intentioned non-discrimination ordinance will actually create burdens for businesses and create discrimination instead of reducing it. First, it places small businesses at risk. There's no protection against frivolous complaints nor any reimbursement for legal fees or lost reputation from a complaint. It could also create a hostile business environment between pitting business owners and their customers and employees who may have disagreements and become disgruntled.

Nationally the NDO's have been used to target businesses and discriminates and penalizes those businesses who hold differing views from the government, including those with religious beliefs which could trigger costly legal challenges. There have been Supreme Court cases 303 Creative versus Elena's, and Master Cake Shop versus Colorado. There may be another one, but the Supreme Court and the courts have ruled on these matters and I think the town needs to ask a question is it prepared to expend legal fees defending the ordinance in the courts over the years if there's a challenge to it. Also, if an act of the town would substitute its own judgment that are usually handled by businesses.

In closing the state and federal discrimination laws are sufficient to address existing discrimination issues. Please consider tabling this bill and trusting that the residents and businesses of Huntersville will continue to make our town a welcoming and diverse home.

Donald Woodard said I am a small business owner and I live in Huntersville and I'm speaking today in opposition of the NDO ordinance. I'm deeply concerned about the expenses and the other drain of resources to our town because of this ordinance. Based on our last meeting, our Town Manager mentioned that he may not have the expertise to research and make decisions on discrimination cases. The town would have to pay an outside source to litigate that don't live in our community to do this work. I believe the amount mentioned was about \$3,500 or so per case. How would those expenses be

paid for. Where's the extra resources to offset the cost. According to your own lawyer, the fines and levies are not enforceable, so how would we be able to recoup the expenses in the long term.

The unknown financial burden on already strained resources is a huge issue, especially when there are more important issues that the town should address. What's also troubling is that you have a respected, intelligent attorney that the town hired to advise them and she said that you may not have any legal standing to enforce this ordinance, yet you cite outside legal sources that support your position to give you comfort in pushing this through. Does that not undermine the credibility of your own lawyer and put into question any legal advice she offers. If you say that she's wrong on this issue, do we have to question every analysis on every issue that she has. You hired her for a reason and it would be wise to heed her analysis and recommendations, so please reconsider this ordinance.

Christine Wolak said I live on the Pottstown side of the Vermilion subdivision in Huntersville and we deserve a non-discrimination ordinance. Imagine this, a pregnant adult woman walks into a bar or tries to, but she's stopped by the bouncer or bartender, or this, a veteran and his family plan a fun outing at a paintball facility, but the waiver form says no veterans allowed, or this a mixed-race couple goes out for a romantic dinner, but no local restaurant will serve them. Without an NDO any of these examples would be without repercussion in Huntersville. Commissioner Quarles worried about the damage to reputations if a business is falsely claimed to have violated the ordinance. This argument is similar to the one about false claims of rape being used often to smear the good names of men. The truth is false rape claims are vanishingly rare. Meanwhile, real accusations are under investigated, under prosecuted, under convicted and under punished and of course they continue, so that will probably be the case here as well unless we decide to do better.

A previous community member said that this was not the right time for an NDO due to the upcoming election. I disagree. Now is the time. It's past the time. By November this issue will be in the rearview mirror. Don't let the issue be like gun control getting kicked down the road for years and then just never being passed. Please pass a non-discrimination ordinance now. Also, I want to say there's nothing wrong with being a renter and there's nothing wrong with being a Democrat, so it doesn't make you not invested in your community.

Laura Lyons said I'm here to speak about the non-discrimination ordinance. The proponents on the Town Board are presenting an NDO without a critical evaluation of whether an NDO is in the best interest of Huntersville based on facts and need. This NDO provides questionable anti-discrimination protections while denying individual rights to free speech and freedom of religious beliefs. Any ordinance should benefit the entire community and provide protection for all. I question the impetus behind the proposal, especially since there is no climbing threat of hate crimes in our town. And I question the efficacy of an NDO. I ask that you table this.

Linda Zamora (Jacob Brunetto deferred time) said I also am here to speak with real concern about the NDO and I have a background in mediation. I have a background in counseling. I understand the importance of listening and looking at both sides of an issue. I truly do. I also come from a long line of small businesses. I understand what it takes to run a business, so I'm trying to look at this from both points of view.

I'm real concerned about this partly for the people that it's supposed to protect and here's my reason for that concern. We have small businesses here who are the backbone of Huntersville. They put their risk out there, they put their money out there, their families are supported by this. They take all of the onus of running a business here and there are so many small businesses that makes it so nice to live in

Huntersville. It's a wonderful place to live and in large degree because of the kind of businesses that we have here and that are growing here. They're going to be subject to an NDO that has no protection from false or frivolous claims. There's supposed to be some kind of a mediation process. I understand that might be contracted out of here, but right now, from what I understand, this is an unaccountable, unelected non-transparent form of litigating or at least listening to some of these concerns that people bring. I don't see that employers have protection here from things that might ruin their reputation, might ruin their business, even if they're found to be innocent of the accusations that are made against them. They have a reputation to worry about. There's so many concerns here. This is the basis of our taxes, it's the basis of our community. It certainly is what pays the salaries of all of you and all government employees. They're not people that I would think we would want to put on a fearful notice about who might walk in their business and who might say something inadvertent or mistaken or not intended to be offensive and yet they may be accused of things. We know it's happening. There are cases all over the country where this is happening. I'm concerned about that. I understand that it's hard enough to run a business. It's hard enough to keep a business going without putting extra burdens on, oh my gosh, what is my young 18-year-old employee who's at the counter going to say inadvertently that might lead me to be accused of something heinous like this.

The other side, nobody should be maliciously discriminated. Absolutely no one, not us, not the people that you're trying to protect. I understand your reason for wanting to make sure this is a gap that you want to cover, but it has to be covered in a way that is going to serve both sides. My concern about this ordinance, besides the fact that it's going to hurt employers, is that it's not going to do what you think it's going to do. Rather than protect people, it creates an atmosphere of suspicion, of fear, of distancing. You might not see this right away, but it is going to subtly make people afraid of who may walk in their front door. That's not what you want. It certainly isn't what I want. We want the opposite. We want welcoming, want hospitality. We want people to be kind to each other, to understand each other. This is just the kind of, it's a barrier that you are putting and it will be on you if you pass this. If this kind of an atmosphere raises in Huntersville, which it shouldn't. This is not the community that we're in. This is gaslighting employers. This is putting people who may bring accusations in a very difficult position because again, it puts a barrier to understanding their point of view. To me, it's a lose lose ordinance. I don't really understand why we're going forward with this, but I think it should be tabled and I think it should be trashed.

AGENDA CHANGES

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

CONSENT AGENDA

Approval of Minutes. Commissioner Dumas made a motion to approve the minutes of the February 4, 2025 Regular Town Board Meeting. Commissioner Hunt seconded the motion. Motion carried unanimously.

Resolution – Gilead Road West Project. Commissioner Dumas made a motion to adopt Resolution to acquire property necessary for the construction of the Gilead Road West Project. Commissioner Hunt seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 1.

Accept Street for Maintenance – Beltway 77 Subdivision. Commissioner Dumas made a motion to accept street for Town Maintenance in the Beltway 77 Subdivision. Commissioner Hunt seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Beltway Industrial Drive	Alexandriana Road	Hambright Rd	3765-ft

Accept Street for Maintenance – Biltmore Park Subdivision. Commissioner Dumas made a motion to accept street for Town Maintenance in the Biltmore Park Subdivision. Commissioner Hunt seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Robert St	Edna Dr	120-ft W of Edna Dr	120-ft

Accept Streets for Maintenance – Magnolia Walk Subdivision. Commissioner Dumas made a motion to accept streets for Town Maintenance in the Magnolia Walk Subdivision. Commissioner Hunt seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Magnolia Walk Dr	Statesville Rd	Carolina Hickory Dr	1255-ft
Heath Grove Dr	Magnolia Walk Dr	215-ft SW of Surreykirt Ln	1035-ft
Sweetbriar Rose Ct	Cul-de-sac	Heath Grove Dr	900-ft
Bluejack Oak Ct	Heath Grove Dr	Cul-de-sac	1095-ft
Lottingly Dr	Bluejack Oak Ct	170-ft NE of Bluejack Oak Ct	170-ft
Carolina Hickory Dr	Heath Grove Dr	End of Road	1740-ft
Waterlily Star Ct	Cul-de-sac	Carolina Hickory Dr	260-ft
Red Buckeye Ln	Pear Hawthorne Dr	Carolina Hickory Dr	540-ft
Pear Hawthorne Dr	End of Road	Carolina Hickory Dr	450-ft
Sweet Crabapple Ln	Red Buckey Ln	Carolina Hickory Dr	270-ft

Accept Streets for Maintenance – Oaks at Skybrook North Subdivision. Commissioner Dumas made a motion to accept streets for Town Maintenance in the Oaks at Skybrook North Subdivision. Commissioner Hunt seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
English Laurel Ct	Huntersville-Concord Rd	Willow Pin Ln	740-ft
Willow Pin Ln	End of Road	Stephen Pace TI	665-ft
Whispy Vines Ln	Wild Olive Dr	Willow Pin Ln	740-ft
Wild Olive Dr	Cul-de-sac	Bowmore Dr	1050-ft
North Bridge Dr	Whispy Vines Ln	Cul-de-sac	1175-ft
Bowmore Dr	End of Road	North Bridge Dr	650-ft
Stephen Pace TI	Willow Pin Ln	215-ft SE of Skybrook Oaks Dr	1515-ft
Cherry Mill Ct	Cul-de-sac	165-ft NW of Stephen Pace TI	540-ft

Accept Streets for Maintenance – Pines at McIlwaine Subdivision. Commissioner Dumas made a motion to accept streets for Town Maintenance in the Pines at McIlwaine Subdivision. Commissioner Hunt seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Dumphries Drive	Aberdeen Park Drive	Approx. 280-ft E of Galashield Dr	1355-ft
Aberdeen Park Drive	Dumphries Drive	Mcllwaine Road	1715-ft
Capdwell Berry Drive	End of Road	Aberdeen Park Drive	150-ft

Accept Streets for Maintenance – Torance Subdivision. Commissioner Dumas made a motion to accept streets for Town Maintenance in the Torance Subdivision. Commissioner Hunt seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Old Store Road	End of Road	200-ft S of Bassinger Dr	1835-ft
Bassinger Drive	Old Store Rd	Old Store Rd	790-ft
Golden Rock Lane	Bassinger Dr	250-ft S of Bassinger Dr	250-ft

Call for Public Hearing – Dellwood Drive Traffic Calming. Commissioner Dumas made a motion to call a public hearing for Tuesday, April 1, 2025 at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, for the Dellwood Drive Traffic Calming request. Commissioner Hunt seconded the motion. Motion carried unanimously.

PUBLIC HEARINGS

Petition #24-16. Mayor Clark called to order public hearing on Petition #R24-16, a request by Cottage Properties of Lake Norman, LLC to rezone +/- 8.77 acres located at 15533, 15513, and 15501 NC Highway 73 from General Residential to Neighborhood Residential Conditional District to develop a single-family residential development.

Brad Priest, Assistant Planning Director, reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 2.*

Commissioner Bergsman said you mentioned that this project is kind of right in the middle in terms of density. When you're comparing that to other areas, are they on the same side. I know this side of the road is in the Critical Watershed, whereas the other side is not in the Critical Watershed. What we're comparing it to, is it only those that are also on that side of the road or can you kind of just give some clarity on that.

Mr. Priest said yes, so it is larger. It is larger or denser than the properties maybe for Terry Lane subdivision that's been there for a very long time. Those are older subdivisions that have been there. But yes, so that subdivision is probably around, my calculation was about 0.97 units per acre. This is about 1.97 units per acre, so it's right at that two units per acre greater. But to your point, the watershed is 50 percent. It allows a BMP, with water quality control, you can go up to 50 percent impervious. I think in their current plans they're around 27, so they're meeting the watershed ordinance and so they're allowed to go to that density. The 2040 plan doesn't really separate watershed from watershed. If it meets that density, it has that consistency and then has that buffer to really say, yes, we understand that you're lower density, so we're going to have a nice buffer, then it meets that adjacent property requirement.

Commissioner Bergsman said do we have available what that section will look like once the road is widened and how far folks would have to go to U-turn around if they wanted to do left.

Mr. Priest said I just did a quick couple snapshots to give you an idea about that. The bottom righthand side is kind of a concept of where the U-turn bulbs are up on the top. I took the actual construction documents that we have and kind of circled the properties in question. In the red you'll see where their driveway is. Coming out onto 73, there's a U-turn bulb that you can turn left from, but it's really close right after you get onto 73, they'd have to make a really quick exit into that bulb to go east on 73. Now if they don't make that, which might be possible, they can go down to Terry Lane, there'll be a leftover that they could turn. Worst case scenario, if you keep on going to the left on the application, there's another bulb in between Cramur Drive and Sunset Drive, so those would be the locations to make a U-turn and then go east.

Commissioner Bergsman said do we know how close the edge of the property that's closest to the shoreline of Lake Norman.....how far away is it from the shoreline.

Mr. Priest said looking at the site plan and looking at the aerial photography, it does not have frontage on the lake. It's the park property to the east that has the frontage, but it's close. It's about 65' from measurement.

Robert Irvin, Irvin Law Group, said here with me tonight we have Ryan Cox from Red Cedar and Patrick Murphy from K2 Engineering. I'd just like to quickly go over a couple of these slides. *PowerPoint attached hereto as Exhibit No. 3.* You can see here Blythe landing to the east, Beatties Ford Road is going to be to the west, and then Lake Norman to the north. This is located in the moderate density and that moderate density designation contemplates one to three units per acre. This site is coming in just under two units per acre, so it fits that moderate density designation from the 2040 Community Plan. Here's why we're here today. We're going from General Residential to Neighborhood Residential. Single-family homes are permitted in General Residential and Neighborhood Residential.

What we're going to do is put a conditional zoning note on the plan that restricts this property to single-family residential, so it won't be any of these other uses that are permitted in Neighborhood Residential. The land use policy recommendations specifically that this site and this development follows the development pattern of the future land use map and it also supports the preservation enhancement of natural environment and scenic and cultural assets. But more specifically like what Brad said on EOS-8 is connectivity to the park and Blythe Landing. I'd like to ask Ryan Cox to come up and talk to you about Red Cedar.

Ryan Cox, Red Cedar Homes, said we are a local Charlotte based firm home builder and a developer, so we'll be self-performing on both horizontal and the vertical build on this project. Thanks to Brad for your recommendation. We are actively working with the town on their recommendations on revising. We met yesterday on the common open space piece, making it the extraordinary exceptional piece that they're looking for. We are open to all the feedback that they have continued to provide and we have continued to implement it and moved it from a separate location to the recommended location. We have met with the neighbors at the community meeting as well. We're creating additional buffer for their privacy on the back end of that BMP as well. But we're here to stay. We have worked with everybody with this project. We ask for your recommendation with this.

We actually started with 20 units on this project and after feedback felt it was a little too dense here, so we have scaled back. We were at 18 and then now after several rounds of modifications we're at 17

units. And as Brad stated, roughly 1.97 per acre, 17 total units. In the back here we're very proud of and have the opportunity to do this is to connect into Blythe Landing. We will have a paved trail tying into Blythe landing. There's recommendations that it's gated, non-gated. We have the community wants it gated, the town does not want it gated, so we're open to either direction here. The trail around the BMP is a heavy focus for us. Then we have a little small pocket park in the front, but that won't count as the common open space, but it's going to be a very small knit boutique field. It reminds me a lot of like a Saussy Burbank neighborhood.

You can see on the top end of the BMP or sand filter as you want to call it, there's a little gazebo area here. We'll put in a trellis gazebo sitting area, heavily landscaped. And additional feedback was as Brad presented with the additional pictures he provided, we're going to enhance landscape budget all around the BMP here, not only for the neighbor behind on the 40' buffer, but just for the aesthetics for the neighborhood for this is going to be a sitting area. Maybe we'll build a little floating dock or whatever it may be over this pond area. And then the trail to the park, giving the opportunity for all the neighbors to have access during park hours to go to the park and not have to go in and out with the ride and ride out to the traffic.

It's a great opportunity for this site. There's been a lot of eyes on this site to do larger density. We feel like this is a perfect fit for what could be built. If anybody looks our product up, we have everything down to entry level homes, up to million dollar homes. This is a concept that we'll be providing to Brad, but we'll have about five to six different elevations here, ranging from 2,500 to 3,800 is our target for square footage. Average is a four bedroom, three and a half bath, two car garage on every unit.

Commissioner Walsh said I understand you're working on or have a tentative agreement with Mecklenburg County for the path. I think in the Staff Report I think you said it was going to be paved. Are you committing to paving that?

Mr. Cox said only to our portion. If they want us to pave, we'll pave beyond up to a certain point, but the agreement, everybody's open ended to whatever. We'll do whatever both parties would like to do.

Commissioner Walsh said paving obviously helps people with walking issues, strollers, bikes, those kinds of things. How wide would the path be?

Mr. Cox said we have not had that direction yet, but I would say 5'.

Commissioner Walsh said in the Staff Report there was the plaza issue, is that what you were referring to. I read it a couple times. I was trying to figure out this issue over the plaza.

Mr. Priest said on the second submittal there was a plaza that was added to the second plan in the front on NC 73. Generally plazas are more in non-residential settings. They have buildings surrounding them. So again, doesn't quite qualify. What we were trying to say in the comments back to the applicant and then in the Staff Report is say if you want to go in the front and build that up, make a playground, fence it off, keep it safe from NC 73, that's fine, too, or you can focus on the back and then work on the mini park in the back with the entrance to the park. That's preferred I think. That's where we're going with it, but it was just in response to the second plan where they said how about we take this area where there's some existing mature trees and make that a nice park saying okay, we're flexible with that. But yes, our preference would be in the back where we started the discussion.

Mr. Cox said our focus will be around the common open space park in the rear. This is just a separate amenity that we're not asking to count towards our common open space use. It's just a separate use for the site.

Commissioner Walsh said then just finally, I agree with staff, no gated communities.

Commissioner Bergsman said I was under the impression that the storm water area was going to be a dry pond, but then I heard you mention a possible water feature.

Mr. Cox said it's possible water feature based on historical and Patrick, our engineer, can speak on that. We're not factoring this to have sitting water. The water feature is there if there's calculations that it can. This is just recommendation from several of our meetings that we had from staff that there should be a water feature there if we can. We assume this is going to be a dry pond.

Commissioner Bergsman said you did have one slide that had kind of a draft elevation on it and it looks like you are able to recess the garage.

Mr. Cox said so any plan that we do here is going to be brand new. Nothing in our Rolodex of plans that we, and so we will meet with, I'm blank on the names right now, Patrick Patterson and I can't remember the other names. We always go to them with our recommendations first, but these will all be two-story similar look to this. It'll have the recess garage. This porch isn't a good representation, but it would be a full width, probably a five by eight front porch sitting area covered.

Commissioner Bergsman said my main was just making sure and it sounds like you are going to commit to recess garages.

Mr. Cox said yes. We've built in Huntersville before. We did First Street, Parkwood. We're doing Walters Huntersville-Concord, so we're aware of what we have to do for the building permit.

Commissioner Bergsman said do you have a verbal agreement from the county for the trail connection?

Mr. Cox said we can have a signature tomorrow. We don't want a signature until we have finalization on the plans.

Commissioner Bergsman I was just wondering if it was still kind of an unknown, if you had a Plan B, but it sounds like it's not as much of an unknown.

Mr. Cox said Parks and Rec wants this, yes.

Commissioner Dumas said do you know offhand which schools this would serve.

Mayr Clark said this would be Barnett and Bradley.

Commissioner Dumas said I have a bunch of questions but honestly they're all about the comments that you've already said you're going to be working on. I guess I would just encourage you to keep talking about the tree save, the driveway width and the trail and the designs. I encourage you to continue working with our staff.

Mr. Cox said we've very open to that.

Mr. Irvin said we're also planning on having our next submittal in before the Planning Board, so the Planning Board will have it in their packets and then you will have it in the Town Board meeting.

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

PUBLIC HEARINGS

Petition #24-13. Mayor Clark called to order public hearing on Petition #R24-13, a request by Mission Properties, LLC to rezone +/- 19.08 acres located at the intersection of Stumptown Road and Statesville Road from Neighborhood Residential to Highway Commercial-Conditional District.

Jesse James, Principal Planner, reviewed the request. *Refer to Staff Report and Staff PowerPoint attached hereto as Exhibit No. 4.*

Staff can support the proposed plan if the following staff recommendations are implemented: (1) Revise the commercial portion of the plan to commit to at minimum two 2-story commercial or mixed-use buildings; (2) Revise the current multi-family architectural design to at minimum meet ordinance standards with a goal of going over and beyond; (3) Any TIA comments are resolved; and (4) Any remaining staff comments are addressed.

Commissioner Walsh said on the block length, the 740', I think you said you'll have some pedestrian crossings. What about any mini traffic circles or something to slow folks down.

Mr. James said I'll show it on the actual full site plan. That block length is there at the very bottom of the screen against I-77. Before that, when you actually come onto Maruti, you'll enter into a traffic circle and then you'll curve down, go over a crosswalk that is in front of that open space between Buildings 2 and 3 and then that's where that actual block starts after that crosswalk. It goes from the crosswalk all the way to the edge of the property, but you actually see that curvature in the road.

Commissioner Walsh said where's the 740' go to?

Mr. James said it would start from here and go all the way to there.

Commissioner Walsh said what about a little mini circle just to the left.

Mr. James said another possible way to break up that block would be possibly another crosswalk. I don't really see a need for a circle without an intersecting road.

Commissioner Walsh said what's that little road coming in.

Mr. James said that's a private driveway and they're proposing to add that connection, but it's not a public street.

Commissioner Hunt said there are some concerns about the road infrastructure where this project is located. Can you talk about the Route 21 Road Project?

Mr. James said the Statesville Road project, you can kind of see that improvement on the screen, but it'll basically mimic what is at Gilead Road. There'll be four lanes and a turn lane. The TIA is still in the works,

so I can't get into specific details on what was approved or not, but it's basically going to be an NCDOT improvement with wider streets, turn lanes, improvements for pedestrians along the frontage. There's a 10' side path along Statesville Road and Stumptown Road, so it'll look drastically different than it does today. It'll be wider with turn lanes.

Commissioner Hunt said do we know the date of completion or when they're going to start that project.

Stephen Trott, Director of Engineering, said we don't have a date of completion yet. I believe it's proposed to be let for construction sometime in 2027. I would guess three or four years, but that may depend on utilities and many other factors.

Commissioner Bergsman said if the Maruti disconnection happens and you go all the way down to what's already built, there's that little gap that's like a culvert right by the CATS Park and Ride. I am just curious if we have an idea of how feasible it would be to have some kind of pedestrian connectivity there.

Mr. Trott said that's something that can be evaluated further. The challenge where Maruti stops now is south of there may look like a public street, but it's not a public street. It's a private street through private parcels. That would all have to be evaluated for either a public street or some kind of pedestrian connection, but there's some topography challenges, a lot to look at.

Commissioner Bergsman said do you think there are less challenges with the pedestrian or it's an equal amount?

Mr. Trott said it's probably less because you're going to have less width to try to accommodate, but less definitely challenge.

Commissioner Bergsman said that's what I was assuming, but I don't like to assume, that's why I wanted to check. The Lofts, that adjacent project, is that 45 units?

Mr. James said yes.

Susan Irvin, Irvin Law Group, said I am going to go through a couple of slides and then Jason MacArthur with mission will discuss the actual project. *PowerPoint attached hereto as Exhibit No. 5.* I'm kind of showing where this is on the Land Use Plan just with a star to give you some location perspective where it is. I do think it's on the edge of the mixed-use center surrounding this property, as Jesse said, is commercial to the north and south. On the left 77, on the right Highway 21, so that probably because there's only one driveway cut off of 21, that is part of the challenge with the block length. This shows a little bit about one of the important things about the location of this project. It really provides because you've got commercial to the north and the south, what it does is it provides pedestrians for a future and present greenway and bikeway system.

This is the 2040 Community Plan. This is just a magnified version of that. It shows you where the property is relative to all these current and planned greenways, which really provide a pedestrian and a bicycle network to downtown and to Rosedale and to North Meck Park, to the Torrance Creek Greenway, Huntersville Business Park. It really does create a nexus between a lot of these.....the Carolina Thread Trail that goes along 115. The big idea of the 2040 Community Plan is to connect 30,000 people to a greenway by 2030 and the great thing about this property location is it provides some of those pedestrians to actually access these present and future greenways. Also, great vehicular

transportation options, the rapid transit in downtown, the rapid transit along 77 and the rail line downtown and all of those are vehicular options. This gives you a little bit better view of the roadway network.

I'm going to talk about one more slide before Jason comes up and that is attainable housing. As Jesse said, and it was a discussion between staff and the applicant, 16 attainable residences between 80 and 100 percent. That is definitely the highest number of the projects that have been and are being approved. And again, the key thing is this provides a place for the residents to live and the people that we're talking about living in attainable units are the people.....some examples are listed here, firefighters, medical staff, teachers, police officers, social workers, people who are important community members who we want to live in our community as well as work in our community. This is an important commitment and it's a great location for that.

Jason McArthur, Mission Properties, said just a few things to note about the traffic slide in front of us. We heard tonight that growth's coming. We live in a wonderful state, a wonderful region, and this is a great town. We've been working for about six months to get to the point where we are. These traffic plans have been in the works for five years or thereabouts. The only remaining right-of-way to be acquired for this plan to move forward is the right-of-way associated with this property right here. That's how close they are, they're down to one property owner and we're close to making that deal. I actually think these improvements will start sooner than 2027 just based on conversations with DOT. I can't bind DOT, but we think they're coming.

They're going to double the capacity of Statesville Road. They're going to reduce time waiting at that intersection by 50 percent. That's their projections. We are not to credit or blame for that. That's DOT. That happened long before we were on the scene and that will happen whether or not you approve our plan. It does present some challenges though. I would tell you our site is bounded by 77 and Highway 21 and Stumptown. It's a narrow site with a significant amount of topography. Because of those traffic improvements that DOT is implementing, we are very constrained where we can access our site. That's an important constraint for everyone to understand. We've been through literally about a dozen iterations of the plan. I know Jesse listed all of the items that are open. I want you to know if you'd done that three months ago, you would've been here all night.

It would've been a long list. We're down to a short list. We've worked together. Those curb cuts are fixed, they've been approved by DOT, they can't move to the left or to the right. They're the result of significant back and forth and negotiating that defines a lot of how the site can work. These access points are right in and right out. That's a very safe traffic movement to make, easy to get in, easy to get out. It's not great for commercial. Having said that, we have 44,000', 45,000' of commercial proposed. The commercial village in this slide is on the lefthand side, which is my left, your right depending on where you're seated. We've always contemplated, just so you know in our ask for density, that two of these buildings would be two stories. When we ask for 40,000' that contemplates two of these being two stories. We actually have a note asking for permission that we could combine any pair of two buildings into one single building and the reason we ask for that is hoping that we could get a medical office building.

It would work better with one larger building with a centralized atrium and so that's built into the ask where we've been a little shy is being shackled where we have to deliver that. There's already an Ortho Carolina building just up the road. We're going to go for a medical office user. We feel reasonably confident we can, but we have to plan for the what if we can't? Someone was asking about the timeline for all of this. If you all see fit to approve this in the course of the next several weeks, it's going to take us

about a year to complete the working drawings. It will take two years to build the apartments. It will take about three to finish the commercial village we think, so we're into 2029 before this thing is occupied and usable. Those traffic improvements may not be complete then, but there'll be substantially along the way at that point in time.

We've already been here. I'm not going to spend time on this. We're a small local developer. When we first sat down with the planners many months ago, we presented images of what we had in mind and all I would suggest in looking at these images that most of them have great outdoor spaces to them. We invited the staff to give us sort of guidance on the type of architecture that they preferred and I think what we heard from staff is we like the placemaking here, we like the outdoor part. If you do that well, there's some flexibility in how you skin the buildings. I'm not going to spend time, for the sake of brevity, telling you about Mission Properties. We're local. We've been in business as Mission for 21 years.

I left a giant national footprint developer because I just had a lot of personal investment in the individual projects and that was really a conflict with the big national developers, so I created a small company frankly because we care. We care about our community, we care about being excellent and if you look at our website, I think it supports that. Susan just suggested it might be good for us to briefly show you a project we did very nearby. This is a rendering that was developed for rezoning purposes in Cornelius three years or so ago. We've just completed the building, we've just CO'd it and there's the building. We think it's a very handsome building and we think we were faithful to what we presented and we just note that for you to understand you're not dealing with a company where whoever's talking to you today may change tomorrow. We'll be here.

We're the principles, we're the decision makers, we're the people you can hold to account. These were just some interior shots of that project. The venue on South Main, I hope you'll agree it's a lovely project. It's very high quality. Just moving along, we've talked about the site plan. I do want to suggest a number of things that I think the town's getting that are worthwhile. Maruti right now is a road that goes from nowhere. We will complete Maruti. We will build it at our expense. We'll give the land and the road once it's built to the town. It will connect to Stumptown Road. I do think ultimately it's inevitable it will cross the creek. We can't promise you we can make that happen, but I think it just when you look at it literally at 30,000', it wants to be a road that at some point outlets, at least onto Statesville Road.

The Lofts 45 project is four stories. Just south of us is a four-story hotel and so our project consists of both two, three and four story buildings. We chose again working in collaboration with the Planning Department to put the larger buildings not up on Statesville but on Maruti because it's really well nested from the two major roads and not many people are going to see that unless they're interior to the project. And so that's how we came up with the plan that we did. I would also note the pedestrian block we were talking about where the pedestrian crossing is on Maruti. It exists because we can't get a second curb cut. It really wasn't practical. DOT wouldn't let us have another formal block. We couldn't have a through block there and so we've created this road with some curvature to manage speed, the speed table and the roundabout elements.

We are certainly open to feedback on ways to improve this road. I would note it's tree lined. It has sidewalks on both sides and on-street parking, which should make an appealing place both to drive but also to walk and bike. Just moving on, just rendered images. What's circled is where the images are focusing. This commercial village has a couple different styles. It has pitch roof buildings. Those pitch roof buildings relate well to the architecture of the mixed-use and residential on the other side of the roundabout. You'll also note in some of those images, flat roof buildings. You'll note again there is two

stories shown. We would love to do two stories. We've asked for it all along. We're just guarded in guaranteeing you that we can force the market to have a medical office use and we're not sure that the kinds of retail uses that go on.

The second story would be frankly a benefit to the community or desirable. We just want the flexibility. We'll continue to work this out with staff, but where we will make good faith efforts to deliver that two-story building, if in the course of three years of marketing and leasing we haven't found users, we want the ability to finish the project and to build a one-story building. We've even offered to mass it as you see with the massing that really mimics two stories.

Moving on for the sake of time, this circle shows us an image from the roundabout. Both sides of this roundabout are activated with outdoor spaces gathering opportunities. The commercial village is one that we think would have a mixture of uses. It's 40,000' approximately, so that might end up being think of that as 20 stores of some variety. Those would be restaurants, those would be shops, potentially a dentist, a pediatrician, so on and so forth there. The outdoor spaces at that intersection we think are going to make for a nice experience for people walking around the roundabout, but also people driving through the roundabout.

Here's an image looking in a southerly direction from the roundabout, the mixed-use building. There's an opportunity for about three shops there. I can certainly imagine the residents themselves supporting a coffee shop, outdoor seating associated with the coffee shops. A graffiti wall is part of that. This is looking north towards the roundabout and towards the commercial mixed-use village.

Quickly to wrap things up, to the south are the larger format buildings. They're the most nested of the project, internalized screen with buffering and other large format buildings. Here's that thoroughway. We think this will be a nice element of the project. We think it will hopefully draw people who would be walking along Statesville into our project to a more scenic and quiet bucolic walk along Maruti. The carriage buildings, just again another format, another housing option to bring down scale to make it more residential in concept and more relatable to pedestrians.

Ms. Irvin said just so you understand the difference, this tax at build out, this is taxes to Huntersville. This is not just the entire county amount, this is the amount that would be paid per year to Huntersville by this project versus what's being paid now. The construction benefits, construction, job creation and permanent job creation. This gives you some ideas of the economic benefits and just to summarize the project benefits, attainable housing is at the top, pedestrian and vehicular connectivity, and downtown activation obviously complies with the Community Plan and the economic benefits, the NCDOT roadway improvements that are going in. I just wanted to end with that summary.

Commissioner Hunt said I'd like some additional information about the attainable and affordable housing rental units and so I really appreciate the explanations you provided and who would qualify and how those income numbers were determined. Who oversees the application process and how would one apply.

Ms. Irvin said that is a programming issue we have done already with the town of Huntersville on Town One. We work up an affordable housing program and that's something that goes through the town and we work on having a management group do that, so that could be internal, usually it's not and that would really be a decision that Jason and his team would make. I know you have attainable units on other projects, so you could probably answer how you do that.

Mr. McArthur said we have done attainable housing in other states and in Asheville here in North Carolina and Charleston and Jupiter, Florida. Generally, what we've seen is there's an annual report that's due in January summarizing the prior year and demonstrating compliance. That's how it's been done for us in past communities. This is a 15-year offer, just to be clear, that is 16 affordable units. Someone making 80 percent of MI today that number is \$59,400. If you're earning that, your rent discount here is \$300 to \$400 to \$500 a month depending on the floor plan. It's significant. It's a big benefit to librarians and government workers and all the people on that list and that will go on for a 15-year period of time and we hope that others in the course of 15 years will of course join suit and there'll be a bigger inventory, but it's what we can do. It's a heavy lift. I'll just tell you that 16 is a big commitment. We were pushed to that by staff. We didn't start there. That's when I started crying and they understood they'd broken me. So, 16 is what we can do.

Commissioner Dumas said for the other units, you have a wide assortment. Can you give us a range of what those would cost.

Mr. McArthur said I will give you my best guess. The reason I frame it as a guess is I'm predicting the future. I'm predicting the year 2029. If I can do it in today's dollars, that'd be more helpful. One bedrooms would likely be in the \$1,500 to \$1,800 range. There's some overlap with two bedrooms. Two bedrooms might be right at \$1,800 to \$2,000 and three bedrooms are probably cresting at \$2,200 a month in today's dollars and I have to tell you, it hurts me to say that, but that's just what it costs to build housing today.

Commissioner Quarles said thank you so much for using the word attainable housing and thank you for having examples of the type of residents that will live in attainable housing. We get quite a few comments about affordable housing, same concept, same purpose, but just the explanation of attainable. It brings value, it gives us a better understanding because our police and fire, teachers, they deserve to live in a good community such as Huntersville and I want to compliment you on that and thank you also because you guys know I always speak about economic benefits, so thank you so much again for that slide because I think that also brings value to what projects like this would do to us to help us offset our taxes.

Commissioner Walsh said I want to thank you for your commitment to attainable housing and those 16 units. They're important to us as a board and the town as a whole. I know that Jesse and you have both spoken about this two-story. I don't think we have to solve that tonight, but before this is approved, if it is approved, we need to get that buttoned down. The other thing is you are asking for 100 percent attached. We want to make sure we're doing everything we can from an architectural standpoint. I know when I look back at that, the multi-family, I know I've talked to staff about this, but maybe breaking up that roof line a little bit, the carriage homes, I think I heard some comment about the way they looked in the back type of thing. I'm not beating up on that, but I just really encourage you to work with staff to make sure we get those things buttoned down.

Commissioner Bergsman said do you have what the height would be on the tallest of the apartment buildings.

Mr. McArthur said I can give you an approximation, 48' is a pretty good guess. One of the things that we've done, and again I'm sensitive to comments about sympathetic really to varying a roof line. The architecture specifically shows hipped roofs. The reason that we did that is because you don't have a giant gable that's increasing that verticality right at the pedestrian edge the other way, so we've tried to reduce the sense of mass by having these, so there's an example of a gabled roof in the bottom right

where that vertical plane just is sort of staring down at you. What we've proposed though, the condensers would live on the roofs, but on the multi-family buildings, what you'll note generally to try to conceal some of the mass, what's going to rest the eye is that soffit, that eave there, that's not 48'. That's much closer to that 36' dimension. That's probably right at 40'. The roof because of the pitch and the pedestrian relationship to it, you're never going to see it. You're going to see it if you're in a helicopter, you're going to see it from a great distance, but you will not experience the roof itself. If you're walking along Maruti, by way of example, what you will experience is the eave line that's about 40', so it's not far beyond that 36' and it's not all buildings.

Commissioner Bergsman said this is a multiple building project and as others have said, I'm glad you're committed to attainable housing. Where would 16 units be located. Are you thinking they're all going to be in one of the buildings or are you going to spread them throughout.

Mr. McArthur said we would spread them throughout the building. That's the best way to do it.

Commissioner Bergsman said going from 30 percent to 100 percent, that's a big jump. I am a little curious why you didn't decide to go with a bit more of housing diversity, maybe incorporate townhouses or duplexes into the project instead of entirely multi-family.

Mr. McArthur said fair question. I will say our early conversations, we didn't get the sense that staff, maybe I misunderstood viewed it as a big ask, that it was an ask and what you needed were reasons and the road extension, the affordable housing, the new services, the mixture of uses, the high quality placemaking, we thought those were enough. In terms of doing townhomes here, carriage homes in our mind are a surrogate for that. There are four carriage home buildings on campus. Those are two story buildings. Same mass as the townhomes, same general size, they just happen to be flats rather than stacked products.

Commissioner Dumas said why a medical building. I feel like we have a lot of them and we need them. I haven't done any research to determine whether or not we need more. I'm just curious, why in this building.

Mr. McArthur said it's viable for a second-story use. That's why for traditional retail it's hard to find a mix of users that can survive on the second floor. You don't see very many retail projects with two stories, they're generally one level. For two stories, the quality of tenant does not diminish in medical office. You can have a dermatologist on the second floor and you're no less likely to go because they're on the second floor. It's a little different. You don't see in these situations with retail that have to have an outdoor catwalk and then an elevator to get there. It's just not as convenient as a big part of it and so what we tend to see are computer fix-it stores upstairs, kids gyms, theater space for the local YMCA, which may be viable. We're not against those things per se, we just can't compel users and prospective businesses to occupy the second floor. They have to want to.

Commissioner Rivers said going back to the attainable housing, this is a hot topic. Sixteen is an amazing number. That is the highest number that we have seen. I know you said that initially that was not your number. What was the initial number and how did you get to 16?

Mr. McArthur said the initial offer was 10. People don't like to talk about the economics of the project, but since you ask, I have to give you an honest answer. I'm not personally writing the check to build this. I'm the seed capital. We have to, my partner and I, raise with investors monies for this. They're profit motivated investors. Again, we can't compel them to invest. We have to be able to present an economic

thesis that's compelling. That rent discount, just so you understand how that translates and impacts the value of the building with 16 units at \$400 a month, that's \$6,400 a month. If you look at that over 12 months, that's \$84,000 a year of lost income. That devalues the building by about \$1.6 million. That's just the limit of what we can give back so to speak and still entice investors. That's just the honest answer. If it goes any thinner than that, we will fall on our face.

Mayor Clark called for public comments.

June Overcash said I'm one of the owners of the land. I'm a lifelong resident here in Huntersville. I'm retired from Charlotte-Mecklenburg Schools. I worked at North Meck and Bradley and I retired from Bailey Middle. I also have two sons. One's a retired police officer and the other one left being a police officer to work for Charlotte-Mecklenburg Schools. My daughter works here at Exit 23. She's a branch manager at Truliant Credit Union, so my family still lives and works in Huntersville. This property that we're talking about was my grandfather's homestead place where four consecutive generations have lived and farmed this land. We've talked to many developers who wanted to buy this property. First of all, none of the builders wanted to put any commercial there and the projects that they thought would work we're not of high quality as Mission Properties are. Jason and his team have a great reputation and they've done wonderful and special projects in the Charlotte area. This project he proposes is the only one we've seen with such high-quality design that includes commercial and residential that will really work together. We love the outdoor spaces and how the project connects to downtown and the greenways. We appreciate that so many first responders, school employees, just like my sons and myself, will be able to afford to live here and access all the great greenways to get to the destinations in Huntersville. This will work so well with the plans that you have currently for downtown and this project can tie into that perfectly. We truly believe that this is the absolute best possible outcome for this property and we hope you will approve it.

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

Petition #R24-15. Mayor Clark called to order public hearing on Petition #R24-15, a request by Station South LLC, to rezone +/- 21.29 acres located on Old Statesville Road (Parcels 01103213, 01121101) from Corporate Business - Conditional District to Transit Oriented Development-Residential-Conditional District for a mixed-use development.

Jesse James, Principal Planner, reviewed the request. *Refer to Staff Report and Staff PowerPoint attached hereto as Exhibit No. 6.*

Commissioner Walsh said you had the slide with the three phases. Were you suggesting that there's a possibility Phase 1 is only residential or multi-family.

Mr. James said Phase 1A is mostly multi-family. They're on the edge that's closest to Phase 2. You see you actually have some vertical mixed-use. These two areas are actually vertical mixed-use, so there's commercial within that. Phase 2 is the only just commercial with some small vertical mixed-use with the parking deck.

Commissioner Walsh said was there some concern about when Phase 2 would happen.

Mr. James said there's not any language in the plans about if the Red Line is funded, at what point that commercial node or Phase 2 would come online. I know it's not something that they can guarantee, but

Phase 2 does help really support the TOD portion of the plan and that's the ask for the zoning designation.

Michael Cox, Peak Development, said I represent the developer. *Refer to PowerPoint attached hereto as Exhibit No. 7.* I'm one of the owners of Peak Development. A couple of my other business partners are here. We worked with the Irvin Law Group as our legal team and then W&A Engineering as our civil. This is just part of our team. We are a local developer. We're from Charlotte. Combined experience we've done over 1,500 multi-family units, 350 townhomes, about a million square feet of retail, so we are very familiar with this product type, lots of experience with it and placemaking and planning and really excited about what we have here. To provide you where you're at, 73 is obviously going east to west here. Take a left onto 115. And as Jesse mentioned, we are Parcel 1 and 2 right there. I'm going to briefly turn it over to Cindy.

Cindy Reid, Irvin Law Group, said I just wanted to go over how this plan meets the 2040 Community Plan goals because Jesse did a great job of telling you how it meets the policy. I'm going to tell you how it meets the goals and it hits on all the goals. As Jesse said, it's the mixed-use center and we have activity and I think that's really important surrounding a transit station to have that type of activity that the community wants to come to and that the neighbors who live in that neighborhood will enjoy. We have a portion of the Mooresville to Charlotte Trail. It's really important because that's a real important section of the Carolina Thread Trail. It runs right along 115 and again future trail access and then walking trails throughout this development.

There's a big open lawn with a central pavilion for events to attract all the community. This is going to be a destination, a landing point for the rail for people who are using that rail and also a walkable community for the folks who live there. Again, this is a TOD development and so the plan provides transportation. This is an important aspect of this plan that it has the Red Line station located on it and it's also an extension of Seagle Street north/south connection. The plan provides the growth management because it is concentrating your high density around the rail station, which is exactly what the Land Use Plan is calling for to put density in that area and to put activity in that area. It also plans for economic development. There are small businesses and entrepreneurship can thrive with that steady customer base that comes from the density surrounding this because you have to have density built in order for these businesses and these restaurants to succeed and they're businesses that are lining the public space.

The plan obviously provides greenways and trails because it's providing that Mooresville to Charlotte Trail, part of the Carolina Thread trail, running along 115 and walking trails and bike trails throughout the development. It provides housing choices with townhomes, with multi-family and also with attainable housing. There'll be different choices in this walkable community. The open space, you can look at that and see how much open space it's trying to provide and it is providing, but I won't read you all those numbers. Again, there's that central public plaza and there's some different commercial plaza areas. In a discussion with one of you, I think that we mentioned that this could provide some relief to Birkdale by giving another place for people to go and another central pavilion and walkable retail. I would be remiss not to really emphasize this Red Line again, because this Red Line will be nice for Davidson, it'll be nice for Cornelius, but it's a game changer for Huntersville.

The Red Line, this shows you all the stations that have already been approved by CATS and then this project is located as shown by that star and it's right in the center of that Red Line station. There are 10 stations and 25 miles of track serving five municipalities in two counties. So again, a game changer and I think it's really cool that it's on this site and that Michael has worked so closely with CATS to make sure

it's going to be what it needs to be. Let's not forget the economic benefits. The current property tax is pretty low. It's only \$9,000, but at future build out it'll be \$180,000 plus per year. And again, that's for Huntersville, that goes directly to Huntersville. And then the construction benefits, you can see that they're over \$80 million and the construction job creation is 388 jobs. We always like to present this slide because I think it's important to show your citizens that we're approving new development, but it also lessens the pressure on you to increase taxes. It helps keep your tax base more neutral.

Mr. Cox said this slide here is the bubble diagram pulled directly from the Town of Huntsville's TODR ordinance. What I'd like to point out here is as you'll see there's a transit corridor, there's a stop right outside of the stop. In your plans you show a big open space. From there you have your highest density mixed-use surrounding the large open space. You're parking kind of to the side. You then step down in density to your apartments and then of course in the back is townhomes and recreational open space. What I hope you'll realize by the end of this is we tried in a collaboration effort to basically just make our plan exactly what I think you want, which is obviously what's in your ordinance. I think you'll see it looks pretty similar by the end. Starting with our site, what we did from the beginning is said, okay, what are the constraints of it.

We know 115 is on the southern border of this plan that you see. There's obviously a railroad track there. We know that the Mooresville to Charlotte Trail will go and run in parallel with the rail. We know there's a transit stop with the Red Line and we know that the circulation in the minor thoroughfare, which is Seagle Street, that's supposed to alleviate traffic, we're going to build out and donate to the town. My friend Dan Mayes is here. He'll admit that he has no interest in selling, but if he ever changed his mind, that will of course go up to Mayes Road, that'll go down to Sam Furr if the developer south of us works it out and hopefully alleviate 115. We know those are our constraints as we look at this. In bubble diagramming ourselves, we just started to mirror what you already have in your ordinance.

Where's the transit station. Okay, great. Let's add in the public realm. Let's add in the greatest density, the mixed-use. Let's then drop it down to the multi-family garden apartments. And then outside of Seagle Street, let's drop it down to townhouses. We continue to refine this plan.....started adding different nodes, different open spaces. How do you interconnect it all. How do you make it feel inviting and not like just a development where if you live there it's for you but otherwise it's not for the community. And so what we really tried to do was kind of circle as many open spaces as we could throughout the development in between buildings, in between townhomes and then ultimately knowing that we have to try to connect all this and make sure that not only the people that live here but the folks that are riding the Red Line as well as the local residents feel invited, feel welcomed, and know this is a place that they can go.

From here what you'll see is just what I said, adding in those greenways, adding in those parks to the open space, really large pedestrian-friendly sidewalks going throughout the different development, different pockets of places where you can sit, and park benches and everything else. So ultimately this slide is just representing your Zoning Ordinance. We said, okay, let's print 100 percent of the ordinance out. Let's put a checklist by every single thing. If we can hit 100 percent of what they're looking for, well then we know that we have a project that's in line with the 2040 Plan. This is just showing you that. Ultimately you get to what is our site here. You'll see the Red Line station, the platform itself is in the bottom lefthand corner. The Mooresville to Charlotte Greenway Trail is a really wide trail there. It's about 12' wide.

You come off the station through some really large accesses there. You kind of get pulled into the development, a really large center core area with a band pavilion that we hope to activate. The red kind

of in the apartment buildings is the vertical mixed-use. What you see here is we tried to create kind of a center nucleus, if you will, where everyone can hang out, eat, sit in the park, relax, walk around, and then as mentioned, you kind of step into the development as you get away from it. These pedestrian pathways are littered throughout parks, gazebos kind of in the top side on the right side. Again, just hoping that it is a place for the community and not just the residents. This is obviously if you're kind of sitting towards where the Red Line stop would be looking into the center area, you'll see the kind of large center park there.

What is not totally depicted here is in front of that clubhouse, that building on the right side of the park, what we've done there is we've through collaboration with Planning staff figured out that if we can put bollards here and on the weekends can activate, we can actually increase the size of the park, whether it's through events or something else so if people come, they get off the Red Line, the weekends we can make the park bigger, give more space for pedestrians, give more space to hang out and so we really like that kind of optionality of that road ebbing and flowing based on kind of what's going on in the area.

This is just a view of the pedestrian pathway, the landscaping. The hope here is that you think it's nice that we're walking through, we're looking at the commercial building. It's inviting. I know we're probably going to talk about the two-story buildings here. We did try to do our best here in making sure that it has some scale. I'm happy to talk about the difficulties with two-story retail, similar to how Jason did, but we wanted to make sure that for whatever we could do we did do on the scale of the commercial.

Last but not least, this is looking kind of from that commercial. The park is on your right side at the ground floor there, some mixed-use on the bottom looking at pedestrian trail. You're kind of looking east, but towards the townhomes in the back.

Commissioner Rivers said are you able to give me maybe an estimate or an exact number of the multi-family units proposed.

Mr. Cox said 278.

Commissioner Rivers said how many townhomes.

Mr. Cox said 64. There are six vertically integrated. You'll see with the parking deck, we're talking about a vertically integrated mixed-use townhome there in part because what we don't want to do in working with CATS is if there's just a four-story let's say parking structure there, we don't want everyone in the park just kind of looking into a parking deck and so what we've tried really hard is how can we align this with something whether it's artwork, whether it's a townhome, whether it's ground floor retail, to try to make it feel like you've gone somewhere versus your staring into a parking deck. That's where those last couple of units come from.

Commissioner Rivers said the attainable housing units, you said four.

Mr. Cox said four. I think I've mentioned on a couple of calls for us every day that we try to get further down the road with our pricing and everything else, we just see what we can add. We're ready to make a commitment to five. Hopefully that goes up. For the ones that we have we know that two are at 80 percent AMI, three at this point are between 80 percent and 100 percent. Hopefully we can continue to improve on that.

Commissioner Dumas said what about residential on top instead of business. Is that something we can do.

Mr. Cox said our original plan didn't have any vertical mixed-use. What is very difficult at this point in time is vertically integrating mixed-use in places that you're unsure about what the demand is going to be for retail. If this was in South End it's really easy to think about vertical mixed-use because you know the people are there, the demand is there. Best case on the Red Line I think you all have a better idea than me, maybe it's 2035. We know today that for every square footage of vertical mixed-use we add, it actually hurts our chances of the economic viability of the project, so we are committed because we want to make sure that we're thinking about 5, 10, 15, 20 years people enjoying this. We're doing as much as we think we can without trying to strap our project to a point where it just never gets built. I would have concerns that if you added residential above that commercial that you're setting yourself up for some trouble. That's just my personal opinion.

Commissioner Dumas said I should have asked this with the last project, but I saw it on one of your slides so it just triggered this question. Both projects have said that the attainable housing units would be available for 15 years. What happens at the end of 15. Is it possible that somebody who's in one of those attainable units would have their rent spiked.

Mr. Cox said I have not personally been in that situation.

Ms. Reid said at the end of the 15 years, the apartments go back to market rate. They are apartments, so they're 15-year deed restricted apartments.

Commissioner Dumas said for somebody who's currently living there, it wouldn't remain that, it could potentially make it so they'd have to move.

Ms. Reid said whoever is there at the end of their lease they would get to stay until the end of their lease if they're at that 15th year, but at the 15th year the apartment would convert to market rate. Also, I think I just misspoke. They're not going to be deed restricted, they're going to be as Susan described with Mission, it's through a program that we work with the Town and I have a lot of experience with that. I was the Affordable Housing Director for Davidson for 15 years, so I am happy to work on a plan. I know what I'm doing, so I'll be part of that Affordable Housing Plan.

Mr. Cox said I think it's obviously working on some standard kind of documents for attainable housing. For us, if we can make it work, we'd like to make it work. If that means we can commit to forever, I'm 100 percent ready and willing to do that, just have to figure out what's that look like, what can we do to put that in restrictions, things like that.

Commissioner Dumas said you have a lot of mix of residences here. What is your price range that you expect for these.

Mr. Cox said somewhere between, and I'm sorry I don't have our built-out square footages and so if it's okay I'm going to speak in price per square foot. I'm going to give you a big range. If we were opening today, these would be priced somewhere between \$1.90 and probably \$2.20 a square foot, which if you do the back of the napkin math on what Jason was saying, it's probably a similar price point to where he was at.

Commissioner Walsh said I know Jesse had spoken about, I think he called it urban modern design, but that breaking up roof lines. I know you are working with staff. I know there's been several iterations, but I would just strongly encourage you to continue to work with them to achieve those goals.

Mr. Cox said we're working with Cline Design, which is an architecture firm. We were hoping to have something by this meeting, just time kind of gets short. We will certainly have updated renderings, elevations, plans for Planning. We'll get it to them as soon as we can. We are actively working on that and look forward to hopefully presenting something that's exciting.

Commissioner Hunt said this project and the previous project both had multi-family. Can you tell us the percentage of multi-family homes we have in Huntersville. I think the number I heard last was like 17 percent, but I'm sure that's not up to date.

Brian Richards, Planning Director, said we're getting a study done right now to confirm everything, but right now it's about 75 percent or 80 percent single-family, about 20 percent multi-family, which is a good balance. You have to also remember we've got a lot of entitlements, so we're trying to figure all that in as to what will be built over the next 5 to 10 years, so that's about 80/20 single-family to multi-family.

Commissioner Hunt said do you know comparable numbers for Cornelius and Davidson, just for context.

Mr. Richards said we have the lowest percentage in Mecklenburg County of multi-family homes. Recently we had a little bump in the market, so we're getting close to on par with everybody else, but we still have the lowest percentage of multi-family of all our surrounding communities.

Commissioner Bergsman said one of the questions that I've got is kind of when looking at that area, like that plaza, the bandshell I think it was described on the site plan. I know what Transit Oriented.....I feel like there definitely should be a big focus on walkability, which you've mentioned, and also pedestrian safety. One of the concerns that I've got when all the parking spaces that are also around that area, what do you have planned in terms of making that a truly walkable, pedestrian safe part of the project.

Mr. Cox said pedestrian safety is of the utmost importance. What we have are really large pedestrian sidewalks. I know at this scale they obviously can kind of get lost and almost look like lines, but to give you a point of reference, the one that is coming off the Red Line station platform beside the apartment kind of directly into the park, that's a 12' wide sidewalk, so really big spaces for pedestrians to be to walk, landscape buffers around everything kind of like how you see there. Once they're on the sidewalk, they're there, they're in a large space, they're safe. Hopefully the landscaping is obviously a deterrent, things like that. They'll obviously be at a crosswalk and any striping necessary to make sure there's designated places to cross, so hopefully it's not a free for all right around the park.

Commissioner Bergsman said I see it on the concepts, are you committed to.....I know another way is using mixed materials, so either through paint or through surface materials. Is that something that you're definitely committed to in the crosswalk areas.

Mr. Cox said it is. We know that between concrete, maybe different pavers, different paints, different landscape areas, we want to make sure that this doesn't just feel like a kind of concrete jungle around it and we want to make sure that you're transitioning from different places. I don't know exactly kind of how you stand today in square footage of different types, but yet that is the intent.

Commissioner Bergsman said public art, are you planning.....like the previous presentation they mentioned a mural on the wall and things like that. Do you already have plans for a public art component through sculptures, murals.

Mr. Cox said I don't, but I love the idea. If there's opportunities and walls here, I'd love to engage the Huntersville scene. My business partners and I own a small restaurant call Fat Burrito and one of the things we did was engaged the Charlotte Art Scene, come in, gave them different spaces, allowed them to sell art within our restaurant. I know that's completely unrelated to this, but the point I'm making is if we could engage and there's opportunities to do that whether it's with the commercial spaces or anything else, I'm all for it.

Commissioner Bergsman said I'll put a plug in because if you've ever taken a walk on our greenway behind 760, there are a couple of sculptures there that are a part of a rotating exhibit and I believe those are available for sale. I think those are coming off of this round of exhibits in the next year sometime.

Mr. Cox said love the idea.

Commissioner Bergsman said you should talk to our Parks & Rec Department. You had one of the site plans up that looked a little bit different than what was in the packet, so I kind of just want to confirm the buildings kind of parallel to the rail line. Are those going to be a double façade with entrances from both sides.

Mr. Cox said do you mind explaining what you mean by that.

Commissioner Bergsman said like the one that's the vertical mixed-use, like the red and yellow and that section. I guess that one specifically since that has commercial, if that's going to be accessible from either side of the building.

Mr. Cox said yes and they'll look generally similar, too, if by double façade you mean if they look the same. People are going to be on the Red Line. They're going to see the buildings. Our plan and nor whatever it is in the development is not to cheapen kind of the rear of the building to save money. Aesthetically the front should look like the back, the back should look like the front, especially in this condition where people are on both sides, whether it's the rail, whether it's in the park, so there will probably be some nuance changes with planning on like the doors.

Mr. James said the greenway along the rail, that's actually the required frontage. That's an open space. Otherwise the parking lot where you see the other frontage, that's not a frontage under the ordinance requirements. If they would like for the parking lot side to also be a frontage they may do so, however the requirement is for the frontage to be along the greenway.

Commissioner Bergsman said I was definitely having the frontage along the greenway in mind. I've been on many train rides where you see the back of buildings.

Mr. James said that's a requirement of our ordinance. One of our comments on the last cycle was to make sure that they label the frontage of all buildings. I think they were intending to have that architecture along the greenway, it just needs to be spelled out on the plan.

Commissioner Bergsman said I believe it was Commissioner Dumas or one of the other board members asked about a second story on some of those and you kind of explained why there's difficulties with that. What about adding ground floor retail on the building....that next building.

Mr. Cox said are you referencing the building just to the right to the park itself or the next to the one on the trail.

Commissioner Bergsman said that one, yes.

Mr. Cox said similar to the vertical mixed-use, what is difficult is just the economics of it at this point. So for us, if I had a magic wand, and I don't mean this funny, I mean it seriously, I'd love to create vertical mixed-use throughout the apartment complexes and you would add more, but similar to what Jason said, we're the developer on record. We will be the seed capital to provide this. We know that we have to hit a certain hurdle rate in order to attract equity, in order to place debt. And so there just is a point in which the cost of vertical mixed-use exceeds your ability to finance the project and so at this point from a vertical standpoint, we think that we're at that cap before you would get really nervous about this project never moving forward. To try to prevent this being a stalled project, I know there is another one in Huntersville, we're just trying to be honest and transparent about what is doable, what's not, so we all don't get in a weird situation. If rates came way down and costs came way down, I would love to extend it. That's just where we're at today.

Commissioner Bergsman said we just had a previous public hearing with 16 attainable units being offered and I know you said you may be able to come up with five. No pressure, but that is important.

Mr. Cox said we started with kind of one and two and three and we've continued to inch up as we've gotten costs. I'm never going to be one that promises something to get through a rezoning. I just don't believe in it. I believe in being transparent of where I'm at. Where I'm at is five units. If I can do more, I will continue to make sure that I'm updating, do that in good faith. We have business partners with other projects that have upwards of 25 percent in some senior housing. It's not a lack of desire, it's just making sure we can get all this done.

Mayor Clark called for public comments.

June Overcash said I'm a lifelong resident of Huntersville. This property is located on Highway 115 and it's been in our family since the 1800's. My grandparents were Robert Neil Knotts and Maddie Mills Knotts and they were residents on this property all of their lives. Their farm was a staple in our family where everyone enjoyed family reunions, Sunday dinners, cookouts and shared ancestry while swinging on the front porch swing. Although the house no longer remains, this proposal is for the remaining portion of our farm. As a lifetime resident here and property owner in Huntersville in Mecklenburg County, the town has experienced tremendous growth which reflects changes to the town and surrounding areas. Huntersville continues to be a great place to live, raise a family, and have a career. When working with Michael Cox, owner of Peak Development, I witnessed firsthand the attention, detail and consideration exhibited in planning Station South Development. Station South will reflect the heritage of Huntersville and the small town family traditions. Our family is pleased with the proposed Station South development and upon completion it will provide excellent community space as well as an asset to the Huntersville area. We request the commissioners' approval for the proposed site.

David McDonnell said I've been in Huntersville since 1999 with my family. I represent the Lake Norman Church of Christ, which is an adjacent property to this development. We are in favor of the development

because it will bring additional foot traffic to our area, both residential and commercial. We like the fact that the traffic flow will be improved hopefully with these new roads in the development. We know that there will be a trail that will bring additional foot traffic and people will have exposure to not only our community church, but also to the community in general. We're excited because we know that the developer is doing a professional job at producing not only this project but a couple other projects in that immediate area. We've worked with them for a couple years now and we see everything being very positive and we encourage the Board to vote for the project.

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

OTHER BUSINESS

Fire Station No. 4 Park Master Plan. The Fire Station No. 4 Park Master Plan covers the remaining seven acres of land surrounding Fire Station No. 4. The Town conducted three public input meetings, conducted an online survey and received feedback on its social media pages. This plan includes walking trails, pickleball courts, splash pad, playground, shelters, open lawn areas and pollinator garden. This master plan also provides connectivity with the new Lake Norman Charter Elementary School that is currently under construction. The Town has an approved joint use agreement with the school for use of their new gym. The Huntersville Parks and Recreation Commission unanimously endorsed the Fire Station No. 4 Park Master Plan at their January 15th meeting.

Commissioner Dumas said there was talk at some point about a potential theme. I think there was talk about making the splash pad kind of like the firehouse. Was there a theme decided on.

Mr. Jaycocks said when we do a park master plan, it doesn't get into the details of the splash pad and the playground. Once we get further into that, we'll kind of get more feedback from the community, maybe through social media or something like that. This makes sense to be a fire station theme. That usually comes in the next phase.

Commissioner Bergsman said I feel like you guys almost always hit it out of the park with your master plans. Thank you to your staff for you do a great job getting community engagement and feedback and listening to that and incorporating it into the designs. Thank you to the committee, especially if you're working on a few of these at the same time.

Commissioner Walsh made a motion to approve the fire station for Park Master Plan.

Commissioner Quarles seconded the motion.

Motion carried unanimously.

Park Master Plan attached hereto as Exhibit No. 8.

Board of Commissioner Committee Assignments/Advisory Boards. Mayor Clark said we are kind of evaluating the workload of staff and the committee appointments for the elected officials and also just making sure that we have enough balance.

Anthony Roberts, Town Manager, said the first page you have in front of you now is basically the committee assignments for the boards for various agencies that are out there. *Refer to PowerPoint attached hereto as Exhibit No. 9.* We just highlighted a few. There's probably others that need to be

added and/or highlighted. Ultimately, we're looking for feedback from the Board. Sometimes your schedules change. Obviously, you may take a new job and you can't meet on Wednesdays or whatever. We just want to make sure we get this right, take some off, add some, move people around if need to be moved around. We'll be looking for feedback from you on that.

There are a couple other slides that were in your presentation. I won't go through all those. At the last meeting you told me to come back and get staff to give you information on sort of how many times these committees are meeting, who's attending, etc.

I'll pick on the Board of Adjustment. Not that they didn't want to meet, we just didn't have stuff for them to meet about. The Board of Adjustment for example, I don't think they've met in like 12, 13, 14 months. Well, they hadn't had anything. It's not their fault. There has to be a Board of Adjustment in place, but there are many ways you can handle that. You can keep a separate Board of Adjustment. You could combine them potentially on the Planning Board. Some towns, typically probably a lot smaller town, sometimes the actual board is the Board of Adjustment. I'm not recommending any of those, I'm just giving you examples. The Huntersville Ordinances Advisory Board may have met 4 out of 12 times or 5 out of 12 or 13 times.

The Planning Board pretty much meets every month. Sometimes around Christmas they may not meet, but they typically meet. For us we just need feedback, what you want to do, if you make some changes. I think one of the boards we changed recently was the Arts Committee because they were not needing to meet as much, so we made some changes to allow them to meet quarterly. Emily had to come back and do some changes to the bylaws, bring that back to you for changes. I'll stop there and just say if there are changes to be made to these various committees, there may need to be some bylaw changes. There may be some changes that are needed even in the zoning and/or subdivision ordinance if they're applicable there. We would need to do a little more homework and bring those amendments back to you if need be.

Mayor Clark said the Board has been kind of reviewing this committee assignment thing to try to figure out how to balance this because in addition to taking on Lake Norman Transportation Committee, I also have Metro Mayors, which has added additional an commitment for me. We're still working through the different things to figure out who can take on some of these responsibilities. That's still in progress. The Environmental Sustainability Committee meets monthly. They are content to continue to do that. I had that input from Commissioner Hunt. The Greenway Trail and Bikeway Commission, they are content to continue to meet monthly and they do a lot of work. Obviously, Parks and Rec continues to meet monthly because they have a lot on their plate and they're doing lots of hard work for our different aspects of the Parks and Rec Department. We'll have one change to that coming up just to one member dropping off. The Planning Board continues to meet monthly as they're obviously very busy. If you've seen all the public hearings we have, they continue to stay busy. We will be replacing some members in June. And then that brings us to the Board of Adjustment. We will throw out that for discussion on what to do with that, put it under the Planning Board, revisit it in six months, we can discuss that now. And then Public Arts also has already changed to quarterly, so they're good to go. And then that also brings us to the Huntersville Ordinance Advisory Board, which has not met over the past few months. There are only three members currently left as some have dropped off as their terms ended. We need to discuss both the Board of Adjustment and the Huntersville Ordinance Advisory Board.

Commissioner Walsh said I'm going to kind of go through these. First of all, in reference to the Huntersville Ordinance Advisory Board, certainly had some discussions around that, but the duplicative nature of it, the fact that nobody else in North Carolina has one, so it would be my recommendation

that we dissolve that. For the Board of Adjustment I think we can create some efficiencies by bringing them in under the Planning Board, potentially look at some alternate positions for them. As you said, they haven't met since we have been a board and I think the Planning Board can handle that and would have that experience and knowhow given how few times the Board of Adjustment meets. One of the things we all run into here is that we're like every month or every other month, we are appointing people and people come off and sometimes there are people who serve on those that want to serve on another one. I think a more efficient way to handle that is to align all of the appointments. I don't mean that we're replacing the entire boards, but to do that in our first meeting in March. It would allow our Communications Department to start in early January really getting the word out to our communities because sometimes, in fact I just had somebody reach out to me the other day and wanted to know about the Environmental Sustainability Committee and I'm like, I don't remember when new appointments are coming up. One of the things we could do is create some real energy around these appointments. Do it in January, sometime into February, announce it, get people behind it, do maybe some meet and greets, those types of things. And then do the appointments our first meeting in March and then the only time during the year we would have to deal with it would be if somebody drops off, so it would be kind of a one-off appointment. In order to implement it, I don't think we have to get in the details right now, but we'd have to just spreadsheet all the current boards. Years ago we somehow got out of sync with the Greenway Committee. One year we were appointing four people, the following year two and the following year three. What we did is we just extended somebody's term for a year and that allowed us to get back on that appointing three every year because kind of don't want to lose that institutional knowledge. We could spreadsheet everybody, figure out when the appointments are up, do we extend and how we handle that. The final thing I think just to create some consistency, currently this board meets and the Greenway Board meets at 6:00 p.m. Parks and Rec and our Planning Board meet at 6:30 p.m. I would advocate that we just start all of those meetings at 6:00 p.m. Obviously, the Environmental Sustainability would stay at 3:30 p.m., but just again to create that consistency across all our boards. What time does the board meet. It's 6:00 p.m. So those would be my recommendations.

Commissioner Rivers said just for clarity, the Huntersville Ordinance Advisory Board, you stated that they have how many members left.

Mayor Clark said they have three left. They had two vacancies and then the remainder of the members which were seven still active, their terms on their appointments ended at the end of February.

Commissioner Rivers said I know, Commissioner Walsh, you spoke about the time and the consistency. I can understand the 6:00 p.m. I think being a part of committees, I think they should be governed based upon accessibility for people. And what I mean by that is making sure that people are able to get to those meetings on time. Maybe those times vary because of making sure that people are able to get there. Some people work so they might not get off until 5:30 p.m., 6:00 p.m., so 6:30 p.m. may be best. I think with the time maybe those need to be governed based upon the need of the committee. That's just my thoughts on that.

Commissioner Dumas said I agree with Commissioner Rivers. I think when it comes to the timing of things, the committee should have a say in that. I think that if we have that on the information on the application, people can apply based on their schedule and it doesn't restrict somebody from being able to do that. I like the variety that we have with the times. I think we should keep that. I have had some thoughts over the last few months about HOAB and whether or not there's different ways that we can utilize that board. I do agree. Since we don't, we're the only one in North Carolina, you're absolutely right that has it. I am not sure if it makes sense to eliminate just for that reason. If I'm in the minority, I am fine with that. I do wonder sometimes if there's ways as a board where we have things we want to

research and I think the NDO is a good example of that when we talked about it last week. We could ask them to research, is this something that we want for Huntersville, that people want for Huntersville. Can you do that research for us. I feel like there's a way to utilize them, but I don't know exactly all those ways that could possibly be.

Commissioner Bergsman said I'm going to go in the opposite order that you listed them, just to mix things up a little bit. I guess my question on the times is, when I was on Parks and Rec it was 6:30 p.m. It's still 6:30 p.m. I'm just curious if there's a particular reason for that, but that can be a Michael Jaycocks question later. On the surface of it, I'm okay with making it consistent for the most part across the board, but I probably would want to just hear input from current commission/committee members and staff before 100 percent agreeing. You said aligning the appointments to March I think is a great idea. I am also often confused and not remembering which time of year is which committee. That would give an opportunity I think it would be lovely to kind of bring back the idea that we invite applicants for a meet and greet before we make appointments. I think that would be easier to do if they were all at one time a year. In relation to the Board of Adjustment, my opinion is.....I feel like we get a lot of folks that are on the Board of Adjustment that then apply for another committee because it's not very active. At the same time when they would have something I think it's very important that the people who are hearing that have experience and it wouldn't be their first time in participating on a committee because they don't meet very much. I feel like looking into rolling it under the Planning Board could be potentially a good idea. I just want to hear Staff feedback on that. With HOAB, I concur with Commissioner Dumas. The fact that we're the only ones that have that committee is not necessarily an end all be all argument for me. I do think that there are opportunities to explore looking into staff or board directed input in regards to municipal ordinances like an NDO or other things like that. On that one I'm not at this moment in time interested in dissolving it.

Commissioner Walsh said just a couple of follow up things. When I'm suggesting we go to 6:00 p.m., I don't mean the next meeting, it might even be the March 1 type of thing. I think there's a couple reasons, not only the consistency but also impact on staff having to wait until 6:30 p.m. Also getting people home a little bit earlier. I know because at one point served both on Greenways and Parks and Rec. For me it was just they were starting at 6:00 p.m., were usually done 7:00 p.m., 7:30 p.m., getting home at a decent time as opposed to just going a little bit later in the evening. I would say with the dissolving of the HOAB, if the idea is to use them for other things, you're probably going to have to redefine their mission anyway because that's not their mission to look into certain things.

Actually their mission way back when is not even what they're doing currently, but you'd probably have to dissolve it anyway to form something that would address some of the things that you really want to do or potentially that we'd want to do as a board. Again, my suggestion is to dissolve them and if you want to create something, kind of like when we had the Environmental Sustainability Committee, that was a brand new thing and we defined what we expected of those. That would be my thing of the HOAB is trying to put a square peg in a round hole and that doesn't make a lot of sense to me.

Mayor Clark said one idea that I also had which came out of having discussions with the current Planning Board members was to add alternates to the Planning Board. That was something that they had mentioned that there isn't kind of a succession plan. I wanted to throw that out as an idea as well, to maybe amend the Planning Board structure to have three alternates and then as those members drop off or they need to resign because they move or whatever, we have a bank of people that are ready to move into Planning and then they would get the same training and same information that the active members of the Planning Board had.

Commissioner Dumas said would alternates go to the meetings, so they would have the information, they just wouldn't participate.

Mayor Clark said they would go and have the information. They wouldn't participate but would be kind of members that would be kind of members in training. They would get the same information. If someone had to leave or drop off, they would be available to replace somebody immediately.

Commissioner Dumas said maybe I'm not following the Board of Adjustment reporting through that.

Commissioner Walsh said we don't actually have to have a Board of Adjustment. We have to have somebody do it. The Planning Board and/or the Town Board can do it. Back on a previous board I served on, the Board of Adjustment was a little bit more active. They did have alternates and they did attend the meetings. They did not vote. What they became is the bullpen. If you think about it, I mean whether it's the Planning Board or whatever, they're making important decisions. It was an opportunity for somebody to be appointed to that board and not meeting one get shocked into a decision. I think it's probably a good idea if we added alternates to the Planning Board, then they get some time to sit it out a little bit, attend the meetings. They don't vote. I don't remember all the particulars on if they were allowed to ask questions, that kind of stuff. But anyway, it was an opportunity to kind of be in the bullpen.

Emily Sloop, Town Attorney, said for the quasi-judicial matters that the Board of Adjustment handles, the alternates are not allowed to actually participate in the evidentiary hearings. They can sit and listen, but they can't actually interact.

Commissioner Walsh said I think that would be a great idea, have your nine members, however many alternates, three alternates, whatever. You would dissolve the Board of Adjustment and those functions would then be transferred to the Planning Board.

Ms. Sloop said there would be several procedural steps that we would need to take in order to dissolve them, reassign those duties to the Planning Board. We would have to have a text amendment to redefine that in the ordinance. Also, we would need to have essentially changes to those rules of procedure for the Planning Board. Obviously, other things later down the road training, etc. There would be several steps that we would need to take to make sure that it all came to fruition.

Commissioner Bergsman said would we be able to, if two things are happening concurrently, possibly dissolving the Board of Adjustment and creating alternate positions for Planning Board, can we give priority or some kind of way to offer it to current Board of Adjustment volunteers if they're interested to the alternate spots on Planning.

Ms. Sloop said to the alternates that we don't currently have that would be new, that would be up to the Board as to who they wanted to appoint for the alternates, but my understanding and correct me if I'm wrong is that you wanted the current Planning Board members to assume the duties of the Board of Adjustment and those members would stay on the Planning Board until their term expires and then once those terms expire you could reappoint new members.

Commissioner Bergsman said if we create three alternate positions for Planning Board at the same time that things are moving forward with the Board of Adjustment, can we offer to Board of Adjustment volunteers, because we would have to have applications for those alternate positions because we don't have them currently.

Ms. Sloop said that would be up to the Board as to who they wanted to appoint.

Mr. Roberts said it could be the three remaining HOAB members, it could be the Board of Adjustment members, it can be whoever you want it to be.

Commissioner Hunt said I'm going to weigh in on all the things. First, I like the idea of making appointments at the same time. I think that sounds good. I understand wanting to make the timing work and have everything be at 6:00 p.m., but I agree with the others that it should be based on what the committee members can do. We've heard people say that HOAB can be a good training ground for the Planning Board, but also that it's duplicative of the Planning Board and that's coming from people on the Planning Board who have said that. I think it makes sense to have some HOAB folks be alternates to the Planning Board so they have the option of being appointed to those positions.

Mayor Clark said I've kind of made notes here. I'm just going to go through them one by one. We just need a head nod if we want to ask staff to make these changes.

Ms. Sloop said a straw vote is fine. If you want to go group by group in terms of or board by board, commission by commission, as to what changes you want to see. If it's something that you want to apply to all of them, such as the appointments being made in March, then you could say for all of them.

Mayor Clark said we'll start with Planning. For the Planning Board the two items we had were add some number of alternates for that and then roll the Board of Adjustment responsibilities to the Planning Board.

It was the general consensus of the Board to have staff look into the changes.

Then the next one was for all advisory boards to move appointments to begin on March 1, 2026.

Commissioner Walsh said we would vote on the first meeting in March, so they probably would become effective April 1.

Ms. Sloop said for that one I did mention to Commissioner Walsh just because this was something that was kind of new and we haven't necessarily vetted, we would want to at a staff level go back and review all of the different sets of rules of procedure and bylaws just to make sure that is doable. If it is something that is doable, we can move forward with that. If there's any reason why the appointments could not be made in March, we would let you know. If you want to direct us now to start researching that and moving in that direction, we can.

Mayor Clark said the head nod would be for directing staff to explore moving all advisory board appointments to be made at the beginning of March going forward.

Commissioner Bergsman said is the idea that if this was for March of next year, because I know Planning is coming up in June, so are we thinking that it would be extending any terms until next March.

Mayor Clark said pending what staff says, it would either extend and/or shorten terms for certain people depending on who's impacted. They would have to research all that and let us know if that was something feasible to do.

Commissioner Bergsman said my head nod is going to come with an asterisk.

It was the general consensus of the Board to instruct staff to explore moving all advisory board appointments to the beginning of March.

Mayor Clark said if we roll the responsibility of the Board of Adjustment, then we kind of need a head nod for staff to explore dissolving the Board of Adjustment and rolling it to Planning Board.

Ms. Sloop said if you do assign all their duties to the Planning Board, they won't have any duties left, so they would need to be dissolved.

Mayor Clark said is that a motion or still a head nod.

Ms. Sloop said as to that we would need to clean up the ordinance because right now the ordinance includes a Board of Adjustment, so we would have to when we're making the text amendments to assign the duties to Planning Board. We would have to remove the language related to the Board of Adjustment and then you would have to from a procedural standpoint essentially pass a resolution stating that you are dissolving the Board of Adjustment.

Mayor Clark said again, it's directing staff to explore and amend the rules that we currently have that would ultimately dissolve the Board of Adjustment. Is that what we're head nodding.

Ms. Sloop said correct. You all would pass a resolution to dissolve the Board of Adjustment. We would do a text amendment to clean up references for both the Planning Board and the Board of Adjustment and then also for Planning Board at the same time we would simultaneously update their rules of procedure to change their duties.

It was the general consensus of the Board to instruct staff to move forward with documents to dissolve the Board of Adjustment and assign those duties to the Planning Board.

Mayor Clark said the last one is HOAB. One discussion is just dissolve it all together. I don't know where we stand with Board members wanting to dissolve it all together. We have two people that said no.

Commissioner Dumas said I think Nick's comment at the end about that's not the purpose of what they are now. Based on my thoughts of how we could use them, if we need that, if we want to do that, that would be creating something else. I'm fine with dissolving based on that.

Mayor Clark said if we were to create another thing, I have a parentheses for what we would call it to do special Board assignments or some such thing, we would have to dissolve the HOAB I believe to make that make sense.

Commissioner Bergsman said is there a commitment to doing those two things concurrently.

Mayor Clark said yes, it would be. One thing is dissolve HOAB. The second thing is form a special projects board, I don't know what we're going to call it and we'll have to have staff explore and define both of those things.

Commissioner Walsh said obviously I'm for dissolving the HOAB. I think we probably need some more discussions on creating a new monster so to speak. I'm not against it, I just think we need to think through it, if we need it and what we want to do. Probably monster was a bad choice of words.

Mayor Clark said if we create a replacement entity that is for special projects or research for the Board that would function in a different way of the HOAB, do we have a head nod to dissolve the HOAB as it currently stands. Mostly, yes. We're directing staff to address that. And then the parentheses with no title entity for special projects or research or whatever we want to call them is we will just continue that discussion and figure out that that is as a Board what we want to make that be.

It was the general consensus of the Board to instruct staff to move forward with documents to dissolve the Huntersville Ordinance Advisory Board.

Mr. Roberts said we've got it – two resolutions to dissolve the BOA and HOAB.

Ms. Sloop said there's a little bit more to it than that, but we'll take care of it.

Legislative Priorities. Anthony Roberts, Town Manager said, the committee that worked on this was the Government Affairs. I think it may have been Mayor Pro Tem Hunt, Commissioner Quarles and the Mayor on that committee. We had staff, I think Emily and Bobby were involved, to help bring these priorities together. I'm not going to read all these. You have seen them hopefully at least a couple times. Ultimately, we just want to make sure these are the legislative priorities of the entire board that we would be moving forward with.

Commissioner Hunt made a motion to approve the 2025 legislative priorities. Commissioner Rivers seconded the motion. Motion carried unanimously.

Legislative Priorities attached hereto as Exhibit No. 10.

CLOSING COMMENTS

Commissioner Rivers wished Commissioner Hunt and Commissioner Bergsman a happy birthday.

Mayor Clark wished Commissioner Hunt and Commissioner Bergsman a happy birthday.

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

Approved this the ____ day of _____, 2025.



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Property Tax Refunds

EXPLAIN REQUEST:

ACTION RECOMMENDED:

Approve refunds.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. NEW Huntersville Refund with Interest 24 12 31

HUNTERSVILLE Refunds

Tax Year	Bill Number	Parcel #	Adj. Reason	Date of Adj.	Recipient Name	Address	City	State	Zip Code	Refund Amount (\$)
2024	0001475557-2024-2024-0000-01	01516191	BER Decision	12/19/2024	JACKSON, WALTER E	11911 JOURNEY'S END TL	HUNTERSVILLE	NC	28078	400.06
2024	0001464690-2024-2024-0000-00	01103107	BER Decision	12/20/2024	LAKE NORMAN CHURCH OF CHRIST INC	17634 CALDWELL STATION RD	HUNTERSVILLE	NC	28078	108.97
2024	0001464691-2024-2024-0000-00	01103108	BER Decision	12/20/2024	LAKE NORMAN CHURCH OF CHRIST INC	17634 CALDWELL STATION RD	HUNTERSVILLE	NC	28078	144.69
2024	0002616796-2024-2024-0000-00	01103102	BER Decision	12/20/2024	LAKE NORMAN CHURCH OF CHRIST INC	17634 CALDWELL STATION RD	HUNTERSVILLE	NC	28078	181.32
2024	0001470619-2024-2024-0000-01	01504188	BER Decision	12/20/2024	ODELL, DANIEL A AND ODELL, SAMANTHA JO	7850 BUD HENDERSON RD	HUNTERSVILLE	NC	28078	102.38
										937.42

Total Interest to Pay if mailed on or before 4/11/2025 (\$)
17.00
4.63
6.15
7.71
4.35
39.84



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Contributed Capital - Highway 115 - North Mecklenburg High School

EXPLAIN REQUEST:

Recognize revenue of \$95,300 (103833.9999 - Contributed Capital) from Bryton TC#1, LLC escrow account. These funds were escrowed for the purpose of constructing a sidewalk along Highway 115 in front of North Mecklenburg High School. (105400.0507.23014).

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

No net impact to fund balance; offsetting revenue and expense

ATTACHMENTS:

None



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: Appropriate Signage revenue

EXPLAIN REQUEST:

Appropriate Signage revenue (103515.9999) of \$1,700 to non-capitalized expense (106200.0280) for new café tables at the Recreation Center.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: Budget Amendment to Appropriate USTA Grant

EXPLAIN REQUEST:

The Town of Huntersville was awarded a \$3,000 NCUSTA grant and an \$8,000 USTA Southern Build it Forward grant. Appropriate USTA Grant revenue (403419.9999.25013) for \$11,000 for the resurfacing of the tennis courts at North Mecklenburg Park (406200.0505.25013).

ACTION RECOMMENDED:

Approve budget amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: 2025 On-Call Engineering and Surveying Contracts

EXPLAIN REQUEST:

The Town's Engineering department requested Statements of Qualifications from interested engineering & surveying firms on 12/17/2024 for the Town's on-call engineering & surveying services. Statements of Qualifications were due 1/23/2025. The Engineering department wishes to enter into contracts with the top 5 scoring firms.

ACTION RECOMMENDED:

Approve contracts.

FINANCIAL IMPLICATIONS:

Various

ATTACHMENTS:

1. RFQ-Engineering Score Sheet - 2025
2. Final Contract Engineering-per task order - RKK signed
3. Final Contract Engineering-per task order - VIAS signed
4. Final Contract Engineering-per task order - Wetherill signed
5. Final Contract Engineering-per task order - Kimley Horn signed
6. Final Contract Engineering-per task order - RSH signed

Scoring Chart for RFQ											
On-Call Engineering and Surveying						RFQ Due: 1/23/2025			Date Posted: 12/17/2024		
#:	Firm Name	Contact	Email	Electronic:	1 Copy of Letter of Interest:	20 page max:	Small/ Minority Business (Main, Sub, Both, None)	HUB (Main, Sub, Both, None)	Signed RS2 Form:	Total Score:	Avg. Total Score:
1	Thomas & Hutton	Jeff Smith	smith.jeff@tandh.com	Y	Y	Y	Main	None	Y	75.43	18.86
2	RS&H	Sean Kortovich	Sean.Kortovich@rsandh.com	Y	Y	Y	Sub	Sub	Y	102.53	25.63
3	Transystems	Veronica Wallace	vswallace@transystems.com	Y	Y	Y	Sub	None	Y	81.20	20.30
4	McAdams	Michelle Podeszwa	podeszwa@mcadamsco.com	Y	Y	Y	None	None	Y	78.73	19.68
5	Wetherill Engineering	Chris Anderson	canderson@wetherilleng.com	Y	Y	Y	Sub	Sub	Y	94.95	23.74
6	Bolton & Menk	Michael Holt	Michael.Holt@bolton-menk.com	Y	Y	Y	Sub	Sub	Y	86.99	21.75
7	RK&K	Roman Prokopovych	rprokopovych@rkk.com	Y	Y	Y	Main	Main	Y	97.00	24.25
8	PPS*	Daryl Long	dlong@ppsnc.com	Y	Y	Y	Sub	None	Y	74.71	18.68
9	Volkert	Allison Hawkins	allison.hawkins@volkert.com	Y	Y	Y	Sub	Sub	Y	82.35	20.59
10	VIAS	Nick Ramirez	nickr@viasinfrastructure.com	Y	Y	Y	None	None	Y	92.78	23.19
11	Kimley Horn	Frank Masterson	frank.masterson@kimley-horn.com	Y	Y	Y	Both	Sub	Y	90.61	22.65
12	LandDesign	Aaron Wagoner	awagoner@landdesign.com	Y	Y	Y	None	Main	Y	81.98	20.49
13	KCA	Nikki Honeycutt	nikkihoneycutt@kcaeng.com	Y	Y	Y	Sub	Sub	Y	87.98	21.99

	1st
	2nd
	3rd
	4th
	5th



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

CONTRACT FOR ON-CALL
PROFESSIONAL SURVEYING AND
ENGINEERING SERVICES

Firm: Name Rummel, Klepper & Kahl, LLP
Address 700 East Pratt Street, Suite 500
City, State, Zip Balt. MD 21202 **Phone** 980-235-0011
Project Manager Name Roman Prokopovych
Project Manager email rprokopovych@rkk.com

PROJECT:
ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Rummel, Klepper (the "Firm") located at 700 East Pratt Street, Suite 500 Baltimore, MD 21202 & Kahl, LLP

WITNESSETH:

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

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

The Firm agrees to provide professional engineering services as needed to complete each project. Such professional engineering services for each project shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits C and D, which are incorporated herein by reference. A new Notice to Proceed shall be attached with each new project and task order. The terms of this Contract shall apply to each project, unless otherwise agreed. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit C that are requested by the Town or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit E, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the Firm's standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit E only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit C will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in

writing by Town before proceeding to perform such Additional Services.

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

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

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

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

2. Contract Insurance. Firm shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
3. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Time for Performance of the Work. The Work will begin within ten (10) days of

receipt of the Notice to Proceed or other specified time indicated in the Task Order from the Town. The Firm 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 Firm shall complete the Work or Task Order by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed or Task Order issued by the Town.

6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the Not to Exceed Total stated in the Fee Schedule in Exhibit D for each individual project. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit E, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.
7. Contract Term. This Contract shall be for a period of ____ years, ending on _____, _____, ____.
8. Not to Exceed. This Contract is not to exceed a total dollar amount of \$3,000,000.00.

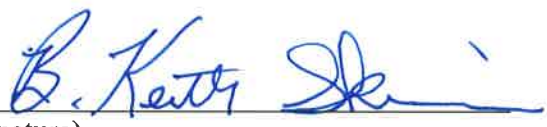
In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20____.

Firm

Town of Huntersville

Name: _____
Rummel, Klepper & Kahl, LLP
Name of Firm (type or print)

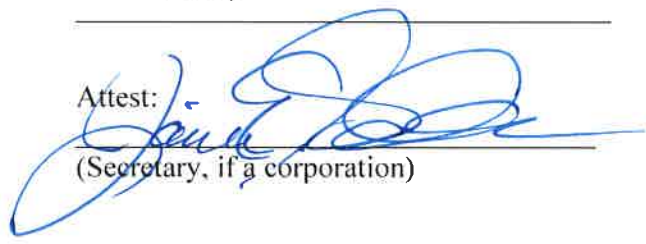
Town Manager

By: 
(Signature)

Attest: _____
Town Clerk

Title: Partner

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

Attest: 
(Secretary, if a corporation)

Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

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

8. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses (including expenses of litigation and attorneys' fees), and attorneys' fees ("Claims"). In the event that any portion of the Service performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent allowed by law.
- Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.
9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.
- 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 B, 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 for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to

the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents 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 Owner, he shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. The Contractor shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. All Services 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 of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services 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 Services 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, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
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 Services 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.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **Authority to Sign.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.

33. **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.
 34. **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.
 35. **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.
 36. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.
-

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for "Debarment and Suspension."

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.
9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. **Uniform Guidance Policies.** The Contractor agrees to be bound by all Town Uniform Guidance Policies, which are included herein by reference.
12. **2 C.F.R. Part 200, Appendix II.** The Contractor agrees to be bound by all of the provisions under 2 C.F.R. Part 200, Appendix II, which are included herein by reference.
13. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.
14. **Build America, Buy America Act.** When federal funds subject to the requirements of the Build America, Buy American Act (“BABA”) are used in an infrastructure project as defined by BABA, for which the total cost of the project exceeds the federal simplified acquisition threshold, the Buy America Preference (“BAP”) as set forth in 2 C.F.R. Part § 184 shall apply to all project materials that are subject to the provisions of BABA, unless otherwise excepted.

¹ 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

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

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

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

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

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

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

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

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

c. **Automobile Liability.**

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

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

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

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

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

f. **Pollution Liability.**

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

g. **Umbrella Coverage.**

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

h. **Other Insurance.**

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

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

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

EXHIBIT C
FIRM'S SCOPE OF SERVICES

EXHIBIT D

FIRM'S FEE SCHEDULE

Services	Fee Type	Fee
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]



Town of Huntersville
On-Call Transportation Services Contract

General Hourly Rates for Additional Services– RK&K – April 2, 2025

Prime Consultant – RK&K	
<i>Job Classification</i>	<i>Billed Hourly Rate</i>
Group Manager	\$275.00
Senior Manager	\$250.00
Project Manager	\$225.00
Senior Engineer	\$175.00
Project Engineer	\$165.00
Associate Engineer	\$135.00
GIS Analyst	\$130.00
Engineer	\$120.00
Jr. Engineer/Senior CADD Operator	\$110.00
Geologist	\$100.00
CADD Operator	\$85.00



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

CONTRACT FOR ON- CALL
PROFESSIONAL SURVEYING AND
ENGINEERING SERVICES

Firm: Name VIAS Infrastructure, PLLC

Address 220 Horizon Drive, Suite 117

City, State, Zip Raleigh, NC 27615 **Phone** 727-214-7698

Project Manager Name Nick Ramirez, PE

Project Manager email NickR@viasinfrastructure.com

PROJECT:

ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and VIAS Infrastructure, PLLC (the "Firm") located at 220 Horizon Drive, Suite 117, Raleigh, NC 27615

WITNESSETH:

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

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

The Firm agrees to provide professional engineering services as needed to complete each project. Such professional engineering services for each project shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits C and D, which are incorporated herein by reference. A new Notice to Proceed shall be attached with each new project and task order. The terms of this Contract shall apply to each project, unless otherwise agreed. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit C that are requested by the Town or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit E, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the Firm's standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit E only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit C will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in

writing by Town before proceeding to perform such Additional Services.

The Firm will be responsible for providing properly licensed engineers to complete the Work in a manner consistent with that degree of skill and care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County (the "Standard of Care"). In addition to the indemnification obligations contained in the Standard Terms and Conditions attached to this Contract, the Firm further agrees to indemnify and save harmless the Town from damages and liabilities to the extent caused by the negligent errors or omissions of the Firm, including its engineers, technicians, or subcontractor.

The Firm agrees to coordinate its Work with the work of any other separate professional services, Firms or with the work of the Town's own forces to avoid delaying or interfering with their work. The Firm shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of the services and information furnished by the Town and the Town's consultants.

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

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

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

5. Time for Performance of the Work. The Work will begin within ten (10) days of

receipt of the Notice to Proceed or other specified time indicated in the Task Order from the Town. The Firm 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 Firm shall complete the Work or Task Order by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed or Task Order issued by the Town.

6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the Not to Exceed Total stated in the Fee Schedule in Exhibit D for each individual project. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit E, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.
7. Contract Term. This Contract shall be for a period of ____years, ending on _____, _____.
8. Not to Exceed. This Contract is not to exceed a total dollar amount of \$3,000,000.00.

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

Firm

Name: Nick Ramirez

VIAS Infrastructure, PLLC
Name of Firm (type or print)

By:

(Signature)



Title:

Principal

Attest:

(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
STANDARD TERMS & CONDITIONS

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

8. **Indemnification.** To the greatest extent allowed by North Carolina law, the Firm shall indemnify and hold harmless the Town, its officers, , employees and assigns from and against all, losses, costs, damages, expenses (including expenses of litigation and reasonable attorneys' fees), and attorneys' fees ("Claims"), but only to the extent caused by the negligent acts, errors, or omissions of the Firm. Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.
9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.
- When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.
10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, 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 for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to

the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor 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 exercise the Standard of Care to 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.
15. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
16. **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.
17. **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.

18. **Quality and Workmanship.** All work shall be performed in accordance with the Standard of Care and to the satisfaction of the Town.
19. **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, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
20. **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 Services 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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
29. **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.
30. **Authority to Sign.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.

31. **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.
32. **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.
33. **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.
34. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for "Debarment and Suspension."

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.
9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. **Uniform Guidance Policies.** The Contractor agrees to be bound by all Town Uniform Guidance Policies, which are included herein by reference.
12. **2 C.F.R. Part 200, Appendix II.** The Contractor agrees to be bound by all of the provisions under 2 C.F.R. Part 200, Appendix II, which are included herein by reference.
13. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.
14. **Build America, Buy America Act.** When federal funds subject to the requirements of the Build America, Buy American Act (“BABA”) are used in an infrastructure project as defined by BABA, for which the total cost of the project exceeds the federal simplified acquisition threshold, the Buy America Preference (“BAP”) as set forth in 2 C.F.R. Part § 184 shall apply to all project materials that are subject to the provisions of BABA, unless otherwise excepted.

¹ 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

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

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

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

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

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

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

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

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

c. **Automobile Liability.**

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

d. **Professional Liability.**

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

e. **Pollution Liability.**

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

f. **Umbrella Coverage.**

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

g. **Other Insurance.**

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

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

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

EXHIBIT C

FIRM'S SCOPE OF SERVICES

EXHIBIT D

FIRM’S FEE SCHEDULE

Services	Fee Type	Fee
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]

VIAS Infrastructure (Prime)	
Classification	Hourly Rate
Sr. Project Manager	\$ 220
Project Manager	\$ 200
Project Engineer	\$ 185
Sr. Engineer	\$ 170
Engineer	\$ 145

Sub 1 – Accelerate (Capacity Analysis & Signals)	
Classification	Hourly Rate
Sr. Project Manager	\$ 228
Project Manager	\$ 179
Sr. Transportation Engineer	\$149

Sub 2 – Wetherill Engineering (Surveys/SUE)	
Classification	Hourly Rate
Survey Dept. Manager	\$240.00
Project Manager	\$225.00
Professional Land Surveyor	\$190.00
SUE Manager	\$175.00
Two Man Survey Party	\$175.00
Survey Technician	\$75.00

Sub 3 – Three Oaks Engineering (Natural Resources/ENV permitting)	
Classification	Hourly Rate
Aquatics Group Manager	\$207.55
Environmental Scientist I	\$87.56
Environmental Scientist II	\$100.53
Environmental Scientist III	\$121.61
Environmental Scientist IV	\$142.69
Environmental Scientist V	\$194.58
Environmental Technician	\$90.80
SC Natural Resources Group Manager	\$149.18
Natural Resources Department Manager	\$233.50
Permitting & Compliance Group Manager	\$152.42
Principal Aquatic Biologist	\$220.52
Stream & Wetlands Group Manager	\$170.26
GIS Specialist V	\$149.18
Planning Department Manager	\$270.79
Principal Civil Engineer	\$239.98
Principal Environmental Engineer	\$272.41
Public Involvement Specialist II	\$142.69
Transportation Planner III	\$189.72
Transportation Planner V	\$239.98

Sub 4 – Kimley Horn (Hydro & Erosion Control)	
Classification	Hourly Rate
Senior Professional I	\$245
Professional II	\$225
Professional I	\$200
Analyst	\$165
Designer	\$155



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

CONTRACT FOR ON-CALL
PROFESSIONAL SURVEYING AND
ENGINEERING SERVICES

Firm: Name Wetherill Engineering
Address 1223 Jones Franklin Road
City, State, Zip Raleigh, NC 27606 **Phone** 919-630-7791
Project Manager Name Chris Anderson
Project Manager email canderson@wetherilleng.com

PROJECT:
ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Wetherill Engineering Inc. (the "Firm") located at 1223 Jones Franklin Road Raleigh, NC 27606

WITNESSETH:

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

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

The Firm agrees to provide professional engineering services as needed to complete each project. Such professional engineering services for each project shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits C and D, which are incorporated herein by reference. A new Notice to Proceed shall be attached with each new project and task order. The terms of this Contract shall apply to each project, unless otherwise agreed. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit C that are requested by the Town or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit E, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the Firm's standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit E only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit C will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in

writing by Town before proceeding to perform such Additional Services.

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

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

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

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

2. Contract Insurance. Firm shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
3. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Time for Performance of the Work. The Work will begin within ten (10) days of

receipt of the Notice to Proceed or other specified time indicated in the Task Order from the Town. The Firm 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 Firm shall complete the Work or Task Order by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed or Task Order issued by the Town.

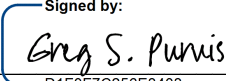
6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the Not to Exceed Total stated in the Fee Schedule in Exhibit D for each individual project. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit E, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.
7. Contract Term. This Contract shall be for a period of ____ years, ending on _____, _____, _____.
8. Not to Exceed. This Contract is not to exceed a total dollar amount of \$3,000,000.00.

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

Firm

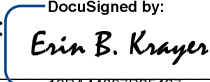
Name:
Wetherill Engineering Inc.

Name of Firm (type or print)

By: 

(Signature)

Title:
President/CEO

Attest: 

(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
STANDARD TERMS & CONDITIONS

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

8. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses (including expenses of litigation and attorneys' fees), and attorneys' fees ("Claims"). In the event that any portion of the Service performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent allowed by law.
Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.
9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.
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 B, 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 for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to

the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents 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 Owner, he shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. Contractor warrants that all Services 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 of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services 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 Services 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, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
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 Services 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.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **Authority to Sign.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.

33. **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.
34. **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.
35. **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.
36. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for "Debarment and Suspension."

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.
9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. **Uniform Guidance Policies.** The Contractor agrees to be bound by all Town Uniform Guidance Policies, which are included herein by reference.
12. **2 C.F.R. Part 200, Appendix II.** The Contractor agrees to be bound by all of the provisions under 2 C.F.R. Part 200, Appendix II, which are included herein by reference.
13. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.
14. **Build America, Buy America Act.** When federal funds subject to the requirements of the Build America, Buy American Act (“BABA”) are used in an infrastructure project as defined by BABA, for which the total cost of the project exceeds the federal simplified acquisition threshold, the Buy America Preference (“BAP”) as set forth in 2 C.F.R. Part § 184 shall apply to all project materials that are subject to the provisions of BABA, unless otherwise excepted.

¹ 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

EXHIBIT B

INSURANCE AND BOND REQUIREMENTS

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

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

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

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

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

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

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

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

c. **Automobile Liability.**

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

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

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

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

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

f. **~~Pollution Liability.~~**

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

g. **Umbrella Coverage.**

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

h. **Other Insurance.**

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

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

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

EXHIBIT C

FIRM'S SCOPE OF SERVICES

EXHIBIT D

FIRM’S FEE SCHEDULE

Services	Fee Type	Fee
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]

RATE SCHEDULE

Wetherill Engineering Rates 2025

Position	Rate/Hour
Principal in Charge	\$295.00
QA/QC Engineer	\$240.00
Project Manager	\$215.00
Professional Land Surveyor	\$190.00
Project Engineer/Planner	\$175.00
SUE Manager	\$175.00
Traffic Control Specialist	\$135.00
Cost Analyst	\$170.00
Two Man Survey Party	\$175.00
Senior Project Designer	\$115.00
Project Designer	\$110.00
Engineering Intern	\$100.00
Senior Technician	\$125.00
Technician	\$95.00
Construction Observation	\$90.00
Survey Technician	\$75.00
Travel - Sedan	\$0.670/mile
Travel - Carry All	\$0.695/mile
UPS	at cost
Xerox Copies	\$0.15/sheet
Bond	\$0.50/sheet
11x17	\$.020/sheet

Hourly rates are subject to adjustment on July 1 of each year in accordance with WEI standard practices.



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

CONTRACT FOR ON- CALL
PROFESSIONAL SURVEYING AND
ENGINEERING SERVICES

Firm: Name Kimley Horn
Address 200 South Tryon Street, Suite 200
City, State, Zip Charlotte, NC 28202 **Phone** 704-333-5131
Project Manager Name Frank Masterson, PE
Project Manager email Frank.Masterson@kimley-horn.com

PROJECT:
ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Kimley Horn (the "Firm") located at 200 South Tryon Street, Suite 200 Charlotte, NC 28202

WITNESSETH:

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

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

The Firm agrees to provide professional engineering services as needed to complete each project. Such professional engineering services for each project shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits C and D, which are incorporated herein by reference. A new Notice to Proceed shall be attached with each new project and task order. The terms of this Contract shall apply to each project, unless otherwise agreed. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit C that are requested by the Town or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit E, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the Firm's standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit E only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit C will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in

writing by Town before proceeding to perform such Additional Services.

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

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

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

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

2. Contract Insurance. Firm shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
3. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Time for Performance of the Work. The Work will begin within ten (10) days of

receipt of the Notice to Proceed or other specified time indicated in the Task Order from the Town. The Firm 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 Firm shall complete the Work or Task Order by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed or Task Order issued by the Town.

6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the Not to Exceed Total stated in the Fee Schedule in Exhibit D for each individual project. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit E, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.
7. Contract Term. This Contract shall be for a period of ____years, ending on _____, _____, ____.
8. Not to Exceed. This Contract is not to exceed a total dollar amount of \$3,000,000.00.

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

Firm

Town of Huntersville

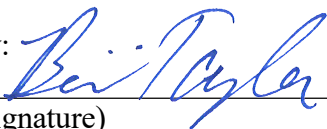
Name:

Kimley-Horn and Associates, Inc.

Name of Firm (type or print)

Town Manager

By:



(Signature)

Attest: _____

Town Clerk

Title:

Vice President

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

Attest:

Anthony Spacek 
Digitially signed by Anthony Spacek
DN: cn=US,
email=spacek@kimley-horn.com,
c=Kimley-Horn, cn=Anthony Spacek
Date: 2020.04.03 13:13:25-0400

(Secretary, if a corporation)

Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

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

8. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses (including expenses of litigation and attorneys' fees), and attorneys' fees ("Claims") but only to the extent caused by the negligence of the Contractor. In the event that any portion of the Service performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent caused by the negligence of the Contractor.
- Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.
9. **Invoices and Payment Terms.** Upon satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.
10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, 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 for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to

the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents 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 apply for 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 Owner, he shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. Contractor warrants that all Services delivered hereunder will conform strictly to the specifications, drawings, or samples specified or furnished in the agreed upon scope of Services. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services will be performed in a professional manner in accordance with the applicable standard of care. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed..

20. **Quality and Workmanship.** All work shall be performed pursuant to the professional standard of care and in accordance with the agreed upon scope.
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, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any reasonable excess costs for such similar services.
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 Services 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.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **Authority to Sign.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.

33. **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.
 34. **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.
 35. **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.
 36. **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.
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ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for "Debarment and Suspension."

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.
9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. **Uniform Guidance Policies.** The Contractor agrees to be bound by all Town Uniform Guidance Policies, which are included herein by reference.
12. **2 C.F.R. Part 200, Appendix II.** The Contractor agrees to be bound by all of the provisions under 2 C.F.R. Part 200, Appendix II, which are included herein by reference.
13. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.
14. **Build America, Buy America Act.** When federal funds subject to the requirements of the Build America, Buy American Act (“BABA”) are used in an infrastructure project as defined by BABA, for which the total cost of the project exceeds the federal simplified acquisition threshold, the Buy America Preference (“BAP”) as set forth in 2 C.F.R. Part § 184 shall apply to all project materials that are subject to the provisions of BABA, unless otherwise excepted.

¹ 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

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

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

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

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

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

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

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

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

c. **Automobile Liability.**

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

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

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

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

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

f. **Pollution Liability.**

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

g. **Umbrella Coverage.**

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

h. **Other Insurance.**

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

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

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

EXHIBIT C

FIRM'S SCOPE OF SERVICES

EXHIBIT D

FIRM'S FEE SCHEDULE

Services	Fee Type	Fee
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$135 - \$165
Analyst II	\$175 - \$205
Professional	\$200 - \$235
Senior Professional I	\$250 - \$325
Senior Professional II	\$345 - \$420
Senior Technical Support	\$120 - \$300
Technical Support	\$105 - \$170
Support Staff	\$90 - \$150

Effective through June 30, 2025

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



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

CONTRACT FOR ON-CALL
PROFESSIONAL SURVEYING AND
ENGINEERING SERVICES

Firm: Name RS&H Architects-Engineers-Planners, Inc
(RS&H)

Address 1520 South Boulevard, Suite 200

City, State, Zip Charlotte, NC 28203 **Phone** 704-752-0610

Project Manager Name Sean Kortovich, PE

Project Manager email sean.kortovich@rsandh.com

PROJECT:

ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this “Contract”) is entered into this ____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the “Town”) and RS&H Architects-Engineers-Planners, Inc. (the “Firm”) located at 1520 South Boulevard, Suite 200, Charlotte, NC 28203

WITNESSETH:

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

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

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

be identified either in writing or by verbal communication but must be approved in writing by Town before proceeding to perform such Additional Services.

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

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

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

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

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

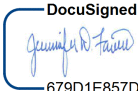
5. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed or other specified time indicated in the Task Order from the Town. The Firm and the Town recognize that time is of importance for completion of the Work. Any Notice to Proceed shall also contain a date that the Firm shall complete the Work or Task Order by (the “Date of Completion”). The terms of this Contract shall apply to every Notice to Proceed or Task Order issued by the Town.
6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm’s actual cost up to, but not exceeding, the Not to Exceed Total stated in the Fee Schedule in Exhibit D for each individual project. Firm will submit monthly invoices for Work performed based upon the Firm’s estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit E, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.
7. Contract Term. This Contract shall be for a period of ____ years, ending on _____, _____.
8. Not to Exceed. This Contract is not to exceed a total dollar amount of \$3,000,000.00.

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

Firm

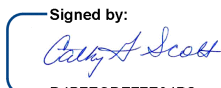
Name: RS&H Architects-Engineers-Planners, Inc.

Name of Firm (type or print)

By: 
679D1E857D98415...

(Signature) 4/2/2025

Title: Vice President

Attest: 
D4B7ECDE77E84D2...

(Secretary, if a corporation) 4/3/2025

Asst. Corp. Secretary

Town of Huntersville

Town Manager

Attest: _____
Town Clerk

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

Finance Director

EXHIBIT A

STANDARD TERMS & CONDITIONS

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

indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent allowed by law.

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

9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.
When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.
10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, 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 for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and

orders, including, not limited to, licensure requirements to the extent required by the Standard of Care.

14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable in accordance with the standard of care. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville to the extent required by the standard of care. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with industry practices.
20. **Quality and Workmanship.** All work shall be performed in accordance with this Contract and the applicable standard of care.
21. **Default.** Either Party may terminate the Contract, in whole or in part, upon thirty (30) days written notice upon breach of the Agreement.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid for the Services actually delivered or performed. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.

23. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
24. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
25. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
26. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
27. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
28. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
29. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
30. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
31. **Authority to Sign.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.
32. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
33. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
34. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
35. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for “Debarment and Suspension.”
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.
9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item

exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. **Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. **Uniform Guidance Policies.** The Contractor agrees to be bound by all Town Uniform Guidance Policies, which are included herein by reference.
12. **2 C.F.R. Part 200, Appendix II.** The Contractor agrees to be bound by all of the provisions under 2 C.F.R. Part 200, Appendix II, which are included herein by reference.
13. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.
14. **Build America, Buy America Act.** When federal funds subject to the requirements of the Build America, Buy American Act (“BABA”) are used in an infrastructure project as defined by BABA, for which the total cost of the project exceeds the federal simplified acquisition threshold, the Buy America Preference (“BAP”) as set forth in 2 C.F.R. Part § 184 shall apply to all project materials that are subject to the provisions of BABA, unless otherwise excepted.

EXHIBIT B INSURANCE AND BOND REQUIREMENTS

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

¹ 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

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

7. The Contractor is required to provide and maintain the following minimum insurance coverage:

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

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

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

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

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

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

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

c. **Automobile Liability.**

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

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

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

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

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

f. **Pollution Liability.**

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

g. **Umbrella Coverage.**

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

h. **Other Insurance.**

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

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

EXHIBIT C
FIRM'S SCOPE OF SERVICES

EXHIBIT D

FIRM'S FEE SCHEDULE

Services	Fee Type	Fee
	SUB TOTAL	

	NOT TO EXCEED TOTAL =	
--	----------------------------------	--

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]

EXHIBIT E**RS&H'S STANDARD HOURLY BILLING RATES**

Prime Consultant – RS&H		
<i>Job Classification</i>	<i>Employee Name</i>	<i>Hourly Rate</i>
Project Manager	Sean Kortovich, PE	\$255.00
Senior Roadway Engineer	Jennifer Starnes, PE	\$255.00
Senior Traffic Engineer	Regina Bowman, PE, PTOE	\$265.00
Senior Signals Engineer	Steve Haynie, PE	\$245.00
Senior Project Planner	Jenny Noonkester, AICP	\$300.00
Senior Structure Engineer	Tony Laws, Jr, PE	\$255.00
Senior Utility Coordinator	Freddie Bunn	\$210.00
Project Engineer	Brooke Parker, PE	\$215.00
Roadway Engineer	Dana Paczek, PE	\$175.00
Traffic Engineer	Emmanuel Nketah, PE	\$180.00
NEPA Planner	Ford Tanner	\$165.00
Roadway Designer	Eric Bush, PE	\$175.00
Structure Designer	Michael Khin, PE	\$210.00
Signals Designer	Andrew Kollar	\$115.00
Traffic Designer	Ondrej Drobny, PE	\$140.00
Utility Coordinator	Brian Long	\$125.00
Technician	Jenny Yang	\$120.00



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Four Ordinances to Repeal/Enact Speed Limit on Stumptown Road

EXPLAIN REQUEST:

Adopt four ordinances to repeal and enact speed limits on Stumptown Road:

1. Repeal 40 MPH Speed Limit on Stumptown Road from SR 2141 (Hugh McAuley Rd) to US 21 (Statesville Rd) - Concurring State Ordinance Number: 1063325
2. Repeal 30 MPH Speed Limit on Stumptown Road from SR 2141 (North Cross Drive) to SR 2141 (Grand Oaks Elementary) - Concurring State Ordinance: 1067047
3. Enact 35 MPH Speed Limit on Stumptown Road from SR 2140 to NC 73 - Concurring State Ordinance: 1087416
4. Enact 25 MPH Speed Limit on Stumptown Road from SR 2141 (North Cross Drive) to SR 2141 (Grand Oaks Elementary) - Concurring State Ordinance: 1087418

(Town Ordinances O-2025-6, O-2025-7, O-2025-8, O-2025-9)

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Certification of Municipal Declaration to Repeal or Enact Speed Limits and Request for Concurrence (4)

**Certification of Municipal Declaration
To Repeal Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1063325

Division: 10 **County:** MECKLENBURG

Municipality HUNTERSVILLE

Type: Municipal Speed Zones

Road: SR 2140

Car: 40 MPH

Truck: 40 MPH

Description: Stumptown Road from SR 2141 (Hugh McAuley Rd) to US 21 (Statesville Rd)

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20_____, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

**Certification of Municipal Declaration
To Repeal Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1067047

Division: 10 **County:** MECKLENBURG

Municipality HUNTERSVILLE

Type: School Speed Zone - Municipal

Road: SR 2140

Car: 30 MPH

Truck: 30 MPH

Description: (Stumptown Road) From a point .082 mile southeast of SR 2141 (North Cross Drive) southeastward to a point .4 mile southeast of SR 2141 (Grand Oaks Elementary, in effect from 30 minutes before to 30 minutes after school begins and ends on school days only).

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20_____, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ **Page:** _____ **Ordinance Number:** _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ **Title:** _____ **Date:** _____

Region: _____ **Title:** _____ **Date:** _____

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1087416

Division: 10 **County:** MECKLENBURG

Municipality HUNTERSVILLE

Type: Municipal Speed Zones

Road: SR 2141

Car: 35 MPH

Truck: 35 MPH

Description: From SR 2140 northward to NC 73.

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20_____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1087418

Division: 10 **County:** MECKLENBURG

Municipality HUNTERSVILLE

Type: School Speed Zone - Municipal

Road: SR 2140

Car: 25 MPH

Truck: 25 MPH

Description: (Stumptown Road) From a point .082 mile southeast of SR 2141 (North Cross Drive) southward to a point .4 mile southeast of SR 2141 (Grand Oaks Elementary, in effect from 30 minutes before to 30 minutes after school begins and ends on school days only).

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20_____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ **Title:** _____ **Date:** _____

Region: _____ **Title:** _____ **Date:** _____



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Resolution to Approve interlocal cooperation with Mecklenburg County for a Voluntary Agricultural District Program

EXPLAIN REQUEST:

Mecklenburg County is instituting a Voluntary Agricultural District Program and Enhanced Voluntary Agricultural District Program.

These programs will help promote agricultural values and the general welfare of their communities by specifically increasing identity and pride in the agricultural community and its way of life; encouraging the economic and financial health of agriculture, horticulture and forestry; and increasing protection from non-farm development and other negative impacts on properly managed farms.

County staff presented this information to the Environmental Sustainability Committee at their January meeting to get their recommendation to the Town Board on a resolution to approve and authorize interlocal cooperation between Mecklenburg County and the Town to institute a Voluntary Agricultural District and Enhanced Voluntary Agricultural District Programs within the boundaries of the Town. Reported benefits of the VAD include:

- Voluntary and low-cost way to support land conservation,
- Promotes agriculture within the County,
- Maintains agricultural areas for the benefit of all Mecklenburg County residents, and
- Supports environmental sustainability and resiliency by preserving clean air and water.

County staff presented information about the VAD, as well as the Enhanced Voluntary Agricultural District (EVAD) program, which requires a 10-year irrevocable conservation agreement and entitles farmers to all benefits of the VAD plus up to 25% of its gross sales from non-farm products without losing zoning exemption, higher percentage cost share funds under NC Agricultural Cost Share Program and may receive priority consideration for grants from State departments. The County has a goal of 500 acres in the program by 2026 and has a minimum size requirement for those to participate, with goal of being as accessible as possible, so sizes are smaller than typical present use value (i.e. 5-10 acres). Currently, there is more than 10,000 acres of land in Mecklenburg County with an agricultural tax exemption (present use value).

ESC recommendation on this matter: Chair Kepler made a motion to support the

establishment of a Voluntary Agricultural District (VAD) program and Enhanced Voluntary Agricultural District (EVAD) program. Dan Fogel seconded. Motion carried 7-1, with Trisha Knight opposed due to sustainability concerns due to animals, size of farms, water use, etc.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. VAGD resolution 4-11-25
2. VAD.EVAD MOU 3.31.25 EAS

**RESOLUTION RATIFYING AND AUTHORIZING INTERLOCAL COOPERATION
BETWEEN THE TOWN OF HUNTERSVILLE AND MECKLENBURG COUNTY FOR
IMPLEMENTATION OF THE VOLUNTARY AGRICULTURAL DISTRICT PROGRAM
WITHIN THE JURISDICTION OF THE TOWN OF HUNTERSVILLE**

WHEREAS, the Huntersville Town Board of Commissioners recognizes the need to promote agricultural endeavors with the community;

WHEREAS, the Town Board wants to ensure farmland, horticultural land, and forestland within the Town of Huntersville so that residents can enjoy the full benefits of participating in a Voluntary Agricultural District program;

WHEREAS, Mecklenburg County has an existing Voluntary Agricultural District program.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Huntersville approves an interlocal agreement (Memorandum of Understanding) between the Town of Huntersville and Mecklenburg County for the implementation of a Voluntary Agricultural District program and authorizes the Town Manager to sign said agreement.

Adopted this the _____ day of _____, 2025.

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

Approved as to Form:

Emily Sloop, Town Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF MECKLENBURG
AND
TOWN/CITY OF _____, NORTH CAROLINA**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the County of Mecklenburg, hereinafter referred to as the County, and the Town (City) of _____, hereinafter referred to as the Municipality.

A. PURPOSE:

The purpose of this memorandum is to continue to develop and expand a framework of cooperation between the County and the Municipality, as authorized by N.C. Gen. Stat. § 160A-460 through 160A-466 and N.C. Gen. Stat. § 153A-11 to allow for the creation and administration of a mutually beneficial Voluntary Agricultural District Program and Enhanced Voluntary Agricultural District Program.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both the County and the Municipality have recognized the need to promote agricultural values and the general welfare of their communities and, specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; and increase protection from non-farm development and other negative impacts on properly managed farms; and have therefore agreed that the County shall operate, through a delegation of the Municipality's authority, a Voluntary Agricultural District and Enhanced Voluntary Agricultural District Programs within the boundaries of the Municipality, according to the terms set forth in the Mecklenburg County Voluntary and Enhanced Voluntary Agricultural District Ordinance.

C. RESPONSIBILITIES

THE COUNTY AND MUNICIPALITY SHALL:

1. Benefits: Ensure that farmland, horticultural land, and forestland either now within municipal limits of the Municipality, or within such limits as the result of annexation, shall be able to participate in the Mecklenburg County Voluntary Agricultural District and Enhanced Voluntary Agricultural District programs with the full benefits accorded to other participants;
2. Appointment: Permit appointment of a member actively engaged in agriculture, selected by the Municipality, to the Mecklenburg County Agricultural Advisory Board; and
3. Termination: Permit either the Municipality or the County to withdraw from this arrangement with sixty (60) days' written notice to the Mecklenburg County Agricultural Advisory Board, or other designee of the County. Termination of this arrangement will

terminate the eligibility of farms within town or City corporate boundaries to take part in the Voluntary Agricultural District program.

D. CONTACTS AND ACKNOWLEDGEMENT

1. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

County Contact:

Name _____

Phone _____

Fax _____

E-mail _____

Municipality Contact:

Name _____

Phone _____

Fax _____

E-mail _____

2. **NON-FUND OBLIGATING DOCUMENT.** This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
3. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective in perpetuity, unless terminated in accord with the above termination provision.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

County Representative:

By: _____ Date: _____

Title: _____

Municipality Representative:

By: _____ Date: _____

Title: _____



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Call a Public Hearing for Traffic Calming on Devonshire Dr & Cockerham Ln

EXPLAIN REQUEST:

Call a Public Hearing for Traffic Calming on Devonshire Dr & Cockerham Ln.

ACTION RECOMMENDED:

Call for Public Hearing.

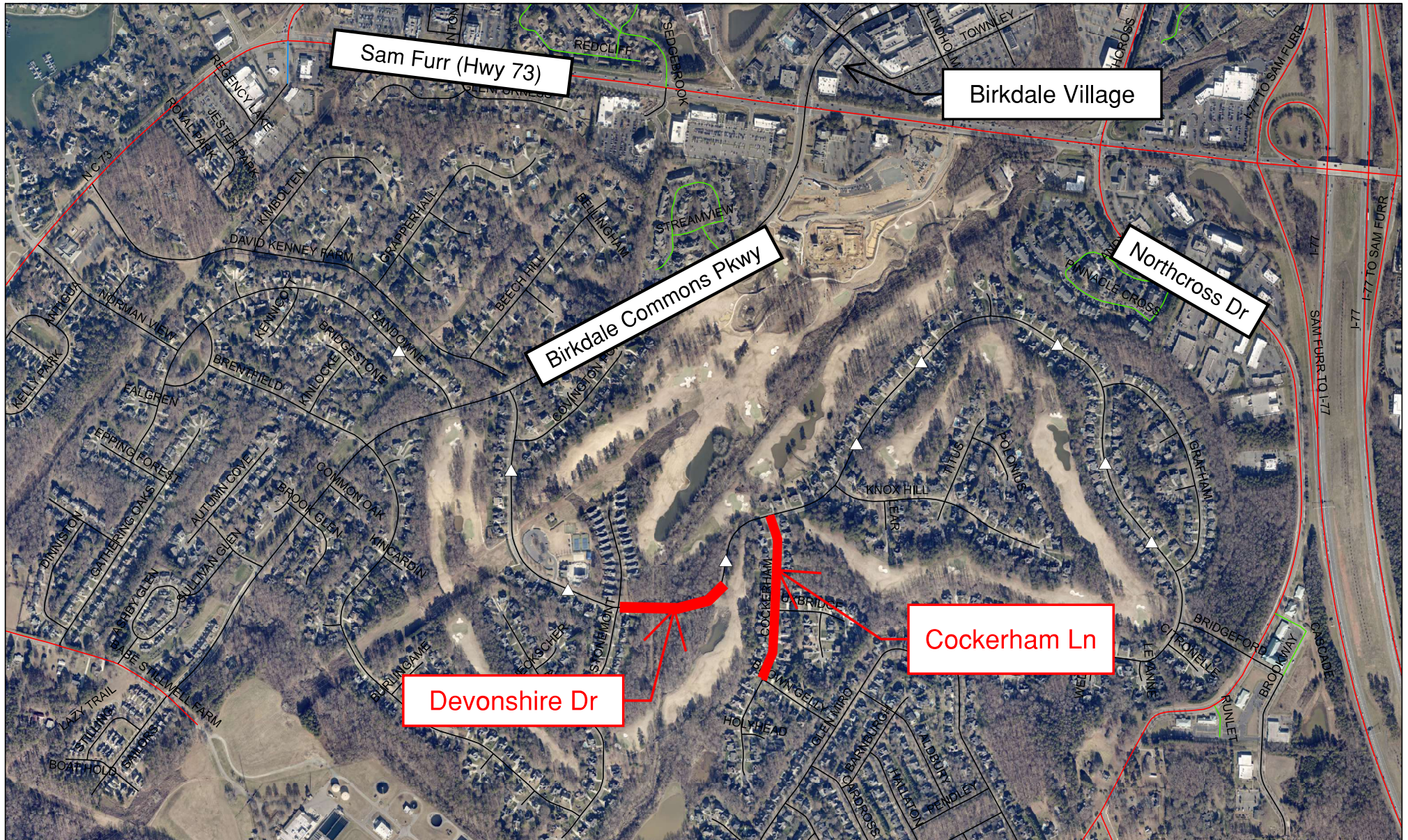
FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Location Map - Devonshire Dr & Cockerham Ln

Location in Birkdale HOA Community





Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brian Richards, Planning Director

Subject: Call a public hearing for Annexation Agreement with the Town of Cornelius to Establish Spheres of Influence

EXPLAIN REQUEST:

Call a public hearing for Tuesday May 6, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, for a request by the Town of Huntersville, to enter into an Annexation Agreement with the Town of Cornelius to establish spheres of influence for the municipalities.

ACTION RECOMMENDED:

Call a public hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Call a Public Hearing to Receive Comments on Proposed FY26 Budget

EXPLAIN REQUEST:

Call a public hearing for Tuesday May 6, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, to receive comments on the proposed budget for FY26.

ACTION RECOMMENDED:

Call a public hearing.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: David Lucore, Electric System Manager

Subject: Resolution to Acquire Right of Way and Easements Necessary Electric Infrastructure for Coventry Glen Subdivision

EXPLAIN REQUEST:

Consider approving Resolution to acquire right of way and easements necessary for the construction of electric infrastructure to serve the Coventry Glen Subdivision on Mayes Road.

ACTION RECOMMENDED:

Approve Resolution

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Exhibit A- Coventry Glen ROW Resolution_2025-04-14



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACQUIRE RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF ELECTRIC INFRASTRUCTURE TO SERVE THE COVENTRY GLEN SUBDIVISION ON MAYES RD

Resolution No. R-2025-12

WHEREAS, the Town of Huntersville has determined that the acquisition of fee title right of way, and easements is necessary to the delivery of electric service to the Coventry Glen Subdivision Project; and

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

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

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

WHEREAS, the Town of Huntersville's proposed property acquisition process for the Coventry Glen Subdivision Project will comply with applicable federal and state requirements; and

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

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes the acquisition of the necessary fee title, rights-of-way and easements affecting the parcels described on Exhibit A at a price not to exceed that determined by the appraisals described in the Proposal for Real Estate Acquisition Services, and permitted Administrative Adjustments for Right-of-Way Acquisition, and no further action is required by this Board to authorize the acquisition.
2. In the event that any of the parcels or interest therein cannot be acquired by negotiations at the price authorized above, the Town Manager may, without further Board action, institute and pursue acquisition by the process of Eminent Domain according to the procedures contained in Chapter 40A, including but not limited to, giving notice of intent to the property owner, executing and filing a complaint and declaration of taking and depositing the necessary appraised value amount with the Clerk of Superior Court of Mecklenburg County.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to affect the provisions of this Resolution; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 15th day of April, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A - PARCEL INDEX
CEVENTRY GLEN SUBDIVISION PROJECT

[illegible]



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Principal Planner

Subject: Petition #R24-13 Mission Stumptown Road Rezoning

EXPLAIN REQUEST:

Consider a decision on Petition #R24-13 Mission Stumptown, a request by Mission Properties, LLC to rezone +/- 19.08 acres located at the intersection of Stumptown Road and Statesville Road (Parcels 01714405, 01714406) from Neighborhood Residential to Highway Commercial-Conditional District for a commercial and multi-family development.

ACTION RECOMMENDED:

Consider a decision

FINANCIAL IMPLICATIONS:

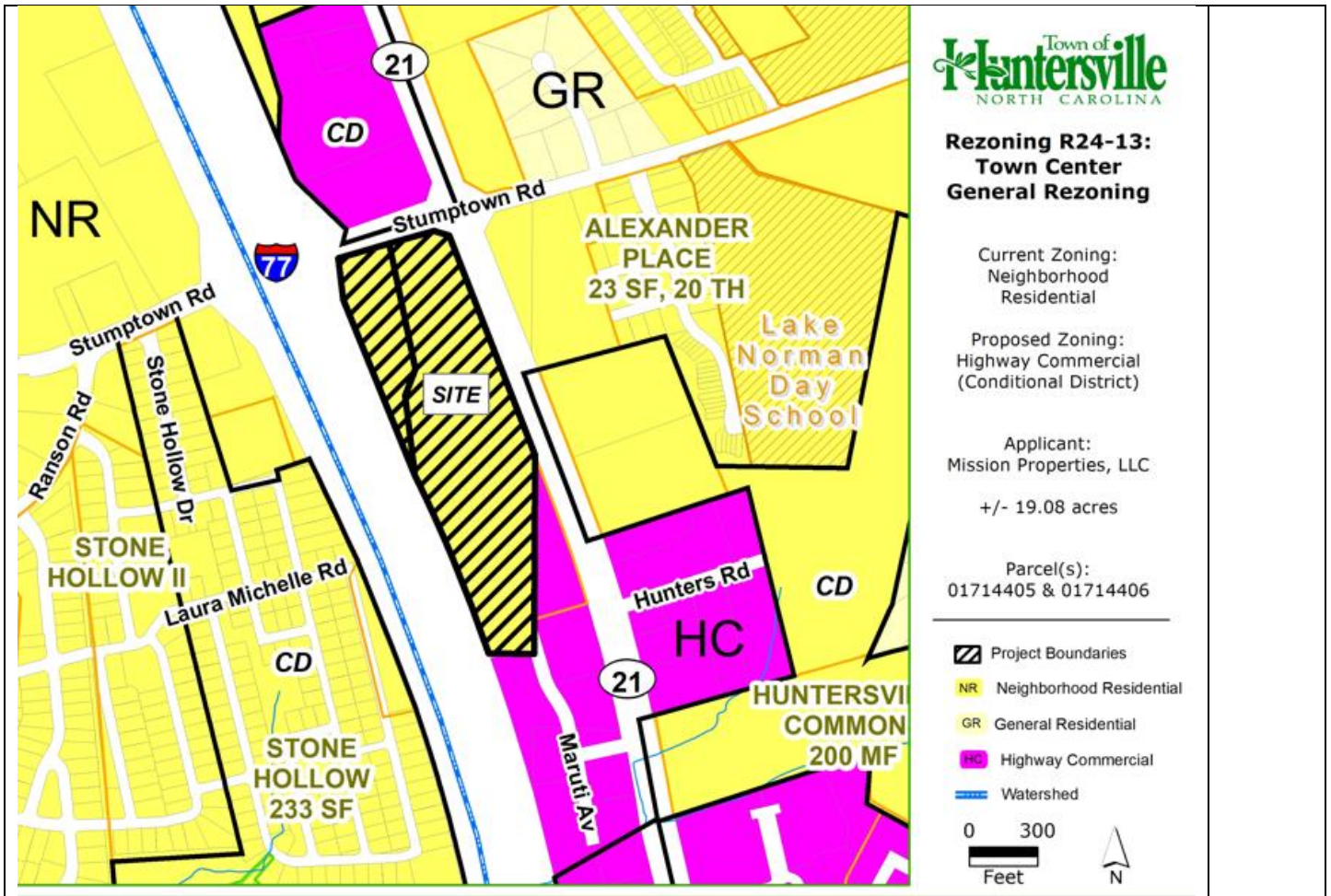
N/A

ATTACHMENTS:

1. R24-13 Final Staff Report
2. Mission Stumptown Road - General Application (1)
3. Mission Stumptown Road Rezoning-Sketch Plans 4th Submittal 040325
4. Stumptown Road Mixed Use Revised Concept
5. R24-13 Mission Stumptown Community Meeting Report Package 12.16.24.1
6. Rezoning Engineering Comment Summary - Mission Stumptown (RZ 24-13) 4.14.25

Petition R24-13 Mission Stumptown

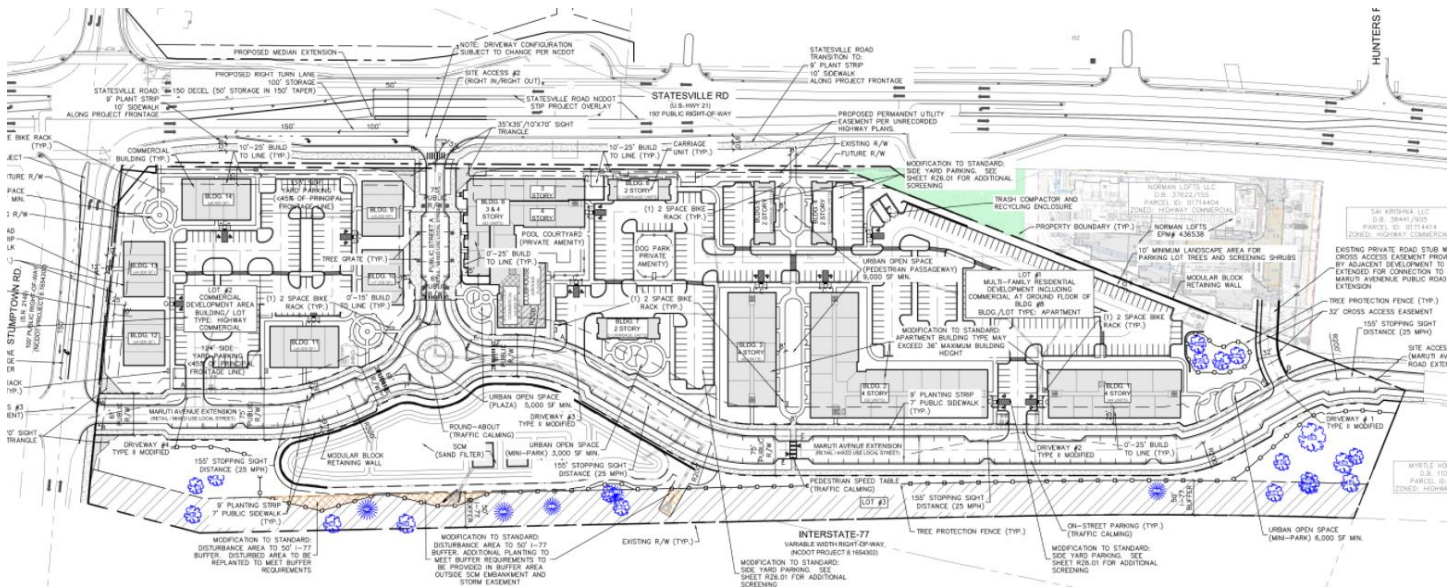
PART 1: PROJECT SUMMARY



1. Purpose: Rezone approximately 19.08-acres at 14435 Stumptown Road (PINs 01714405&01714406) from Neighborhood Residential (NR) to Highway Commercial-Conditional District (HC-CD) to permit a commercial and multi-family development.
2. The existing NR zoning primarily allows for residential development. The applicant's intention is to mirror the zoning designation to the north and south of the subject parcels and to allow for a mix of multi-family and commercial development which HC zoning would allow.
3. Adjoining Zoning and Land Uses.
 - North: Stumptown Road(minor thoroughfare) and Highway Commercial-Car Dealership with servicing.
 - South: Highway Commercial-Multi-Family Housing
 - East: Neighborhood Residential- Single Family Residential
 - West: Interstate I-77

- A neighborhood meeting was held on Thursday, December 12, 2024. Questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment).
- Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Stumptown Road and Statesville Road.

PART 2: REZONING/SITE PLAN



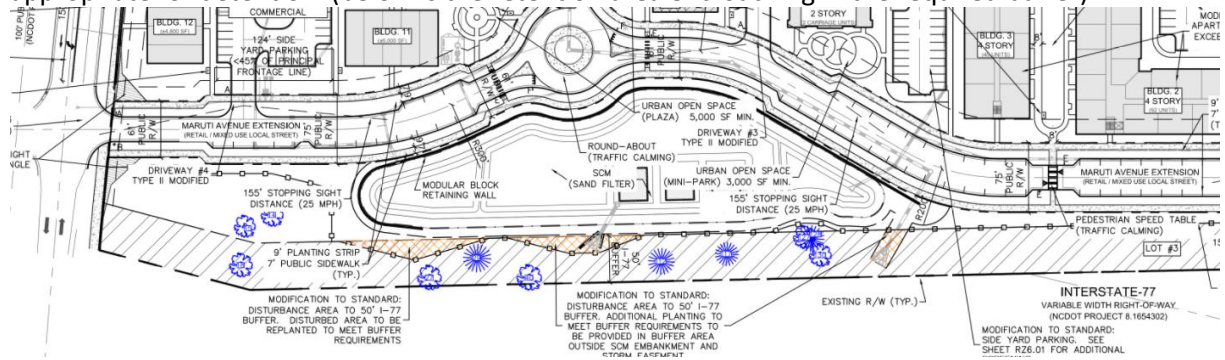
The proposed Conditional District Rezoning Plan has modification proposals and site standard requests from staff that are presented in the body of this document. Generally, the layout and architecture of these buildings meet ordinance standards. Significant elements include:

- The plan is laid out with the commercial buildings 9-14 sited at the corner of Stumptown Rd and Statesville Road. The plan extends Maruti Avenue to the South and includes “Public Street A” that divides the commercial and multi-family portions. Buildings 1-8 are multi-family with building 8 including the clubhouse and a 2,000 square foot commercial street frontage unit, which adds a vertical mixed-use component to the roundabout at the intersection of Maruti and “Public Street A”. (see Sheet RZ2.00)
 - Staff Comment-Update 4/4/25*** Staff recommends adding a second occupiable story to at least 2 of the commercial buildings(9-14). The applicants have offered to “use commercially reasonable efforts to include at least one two-story commercial building along the frontage of Stumptown Rd and or Hwy21”. Staff understands the applicants’ concerns of second story marketability at this location and are ok with the perceived massing of a second story if all other options are not commercially feasible.
- Modification Request-** Multi-family units may comprise up to 100% of the residential units and apartment buildings may be four-story with a height in excess of the ordinance requirement (36’ max); provided that, portions of residential buildings and apartment buildings within 30-feet of the ROW of Statesville Road will be no higher than 3-stories.
 - Staff Comment-** The zoning ordinance article 3.2.7 states that in major subdivisions and planned developments, the aggregate number of dwelling units contained in attached houses, apartment buildings, and mixed-use buildings shall not exceed 30 percent of the total number of dwelling units in a project. This request would allow 100% which is a break from the Towns traditional mixing of housing

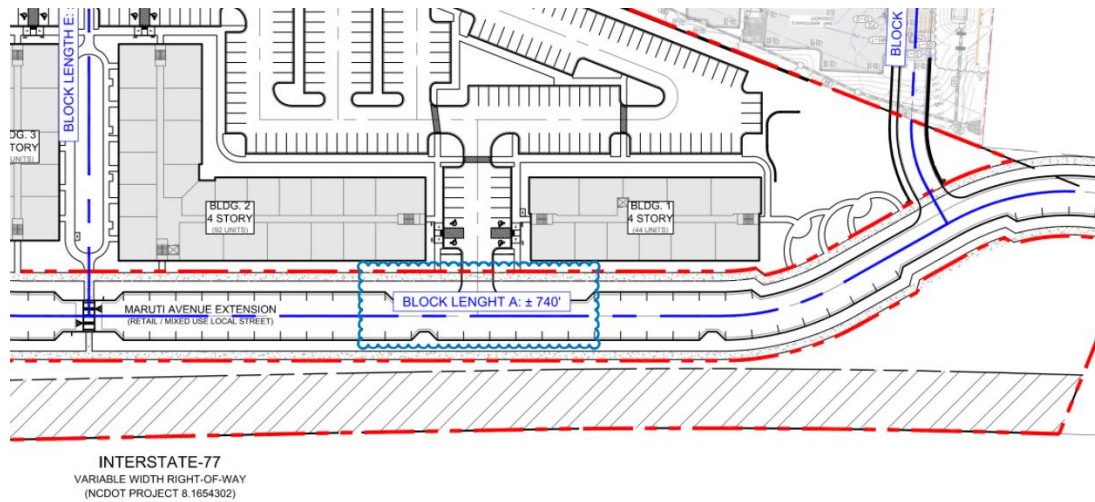
types in a planned development. This request would also greatly increase the density of what would otherwise be permitted in this district.

Staff reviews these types of requests holistically by reviewing the full plan and focus on items that potentially go over and beyond the ordinance standards to make our assessment, this can be achieved by adding great urban design, architecture, open space, or other items that can give the development an overall standard that the community may find benefit in. Staff is generally in favor of the request with items included in the plan like a vertical mixed-use component (previously detailed), and the addition of attainable housing (see later in this report). However, staff would like to see more in the way of architectural schemes that at minimum meet ordinance requirements but ideally go over and beyond (see later in this report).

- **Modification Request-** Buffer disturbance in the I-77 buffer is permitted for grading so long as such disturbance does not go more than 20-feet into the buffer, provided an alternate buffer yard is submitted with section 7.5.4 of the ordinance.
 - **Staff Comment-** The ordinance requires a full, undisturbed 50-foot buffer along I-77. Staff is agreeable to this request and will make sure during construction plans that all additional plantings are added to meet the intent of the ordinance. This request is for meeting the plans stormwater detection requirements since the natural grade of the land lends the area of the I-77 buffer as the most appropriate for detention. (below is the retention area encroaching in the required buffer)



- **Modification Request-** Side-yard parking is permitted, provided additional landscaping screening and 36" minimum height screen wall is provided as shown on the rezoning plan. (See notes on plan sheet RZ.01).
 - **Staff Comment-** Side-yard parking per ordinance is not permitted for apartment buildings. The side-yard parking proposed is minimal, and the offering of the additional screening meets the intent of the ordinance. Staff is amendable to this request.
- **Modification Request-** Per ordinance standards, new streets in planned subdivisions may not exceed 500 feet for block length in urban conditions. The Planning Staff may authorize up to 30% greater block lengths at the time of subdivision sketch plan review and approval. Any block length extension beyond 30% shall be processed as a subdivision variance(or conditional rezoning modification in this case) in accordance with 4.000 of the Subdivision Ordinance. The proposed plan has one block (Block A as seen on RZ2.02) that exceeds this requirement at 740 feet. Staff is in favor of this modification request as the proposed extension of Maruti Avenue has enough curvature, and on street parking, that will meet the intent of the ordinance by slowing down traffic in this area.



- Architectural Elevations- Staff Comment-** While the elevations provided during conditional rezonings are conceptional in nature and may be edited during construction review, staff recommends providing elevations, at minimum, meeting ordinance standards, or request a modification to the ordinance. As seen on the multi-family elevations below, the frontage of the buildings do not meet the minimum standard of the front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment. This can be achieved by providing a main front entryway that is architecturally prominent. Building entrances should be visually prominent and use features such as canopies, awnings, portico, or other overhangs that provide architectural interest.



- The Urban Open Space- The ordinance requires UOS to be accessible and usable. Urban Open Space features should provide focal points for the neighborhood. A central square or green, for example, may comprise a majority of the open space. There should be a hierarchy of open space within new neighborhoods to serve the needs of all residents. Article 7B of the zoning ordinance outlines the requirements.
 - **Staff Comment-** The proposed plan meets and or exceeds the requirements of article 7B for open space requirements. As seen on the plans RZ6.10-13 there are several UOS greens, plazas, and pedestrian paths that add usable and accessible outdoor amenities throughout the plan.
- **Attainable Housing-** Adding to the benefits of this project, the applicants have offered at least 16 attainable units for a period of 15 years after the issuance of a certificate of occupancy. At least 6 of the units shall be available to households earning between 80%-90% of the area median income as published by HUD for the Charlotte-Concord-Gastonia NC-SC HUD metro area (The AMI). The remaining attainable units shall be available to households earning between 80%-100% of the AMI. Taking advantage of NCGS 160D-703(B1) and therefore Huntersville article 3.2.13(D)(2), the massing provisions of the ordinance described in article 4.8 shall not apply to the buildings containing such units.
 - **Staff Comment-** These massing/architectural standards per NCGS 160D-703 (B1) shall only be used if the affordable/attainable housing is achieved for the lifetime of the project. With the plan only offering 15 years under their terms, this omission of article 4.8 of the zoning standards is not valid. Staff comments regarding the architecture of the buildings is still pertinent with meeting minimum standards of article 4.8. The offering of the temporary term attainable housing outside of ordinance requirements may add to “going above and beyond” that may assist in the allowance of other modification requests. IE, requesting 100% attached housing, where the ordinance permits this by right at 30%.

General Plan Information

- Parking requirements= multi-family= 1 space for 1BR, 1,5 spaces/2BR units= 309 required. Provided standard spaces, plus 78 on street and 24 garage spaces equaling 418 spaces. Commercial= 1 space/500 square feet of space. Required= 80. Provided= 136 standard plus 19 on street equaling 155 total.
- Minimum Tree Preservation (specimen tree save) for Highway Commercial is 30%. The Rezoning Plan lists 77 existing specimen trees. 30%= 24 trees, the plan saves 24 trees meeting the minimum standard.
- There are no identified Heritage Trees on site.
- Planning, Transportation, and Storm Water Engineering staff have minor site plan comments outstanding that need to be addressed prior to final plan approval.

PART 3: TRANSPORTATION ISSUES

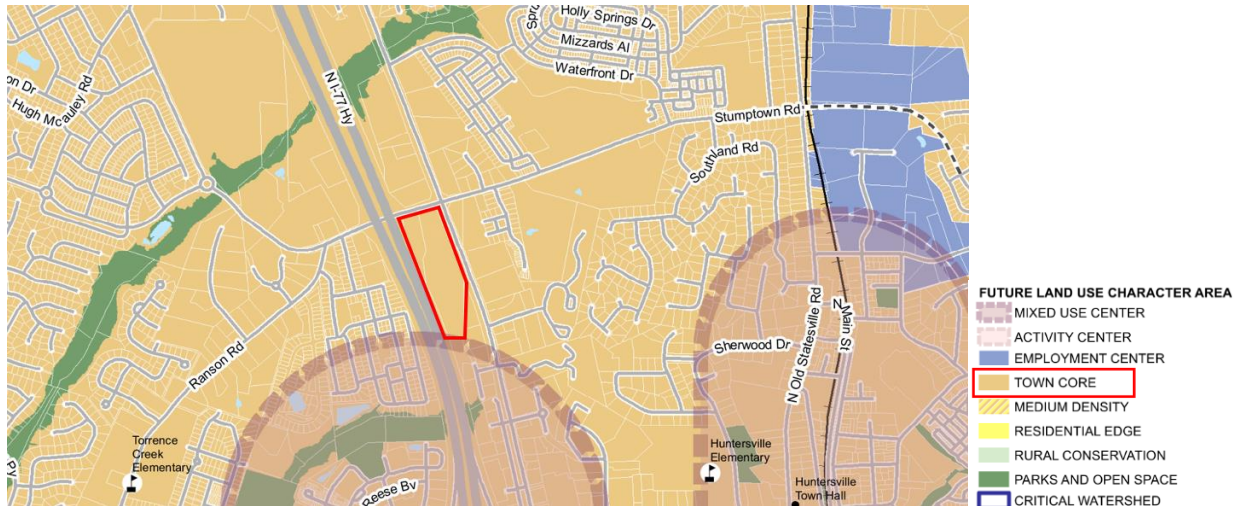
See attached analysis

PART 4: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that “in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant

adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents”.

2040 Huntersville Community Plan(Subject Parcel within “Town Core”)



STAFF COMMENT – Staff finds the proposed use/project is **consistent** with the following policies of the 2040 Huntersville Community Plan:

- - LU-2.1- Encourage higher density residential uses focused generally within 2 miles of the I-77/Hwy 115 corridor.

Staff Comment: This development is adjacent to I-77 and within a few miles of the Gilead Road interchange. While not inside of an activity or mixed-use center, it is within the Town Core character area, so the density is appropriate in this area according to the plan.

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

Staff Comment: The proposed commercial development portion of the project is located within the Town Core. This additionally adds some mix of uses to the overall project.

- T-3: Improve connectivity throughout the study area.
T 3.1: Continue to enhance street connectivity by requiring connections among different uses.
 - Continue to require street connectivity among residential, commercial, employment, recreational and institutional uses.
 - Street connectivity should be emphasized during the review of all development proposals for consistency with the proposed street map and the Zoning Ordinance.
 - Context-sensitive Street design should be applied.

Staff Comment: This rezoning adds a key future road connection in Maruti Avenue which would eventually connect Stumptown Road south to the Huntersville Gateway development along Statesville Road.

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

- LU8.2: Encourage the achievement of higher design standards.

Staff Comment: While staff believes that the project overall meets higher standards of urban design through good design of Urban Open Space, the addition of attainable residential units, and Road Improvements with on street parking, the current plans for architecture of the multi-family units are lacking minimum design standards of the ordinance, as described in this report. Staff recommends that not only these architectural elevations meet the minimum design but go over and beyond these standards due to some of the modification requests within the proposed plan.

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

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

STAFF COMMENT:

-The proposed rezoning can be consistent with the overall character of the existing development with implementation of revisions to the plan previously stated in this report. More emphasis should be placed on multi-family building architecture.

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

STAFF COMMENT:

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

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

STAFF COMMENT:

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

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning amendment petition R24-13, Mission Stumptown, staff can support the proposed plan if the following staff recommendations are implemented:

- 1) Revise the current multi-family architectural design to at minimum meet ordinance standards with a goal of going over and beyond.

- 2) Applicants commit to offer 16 attainable housing units as defined in the rezoning plans.
- 3) Modification to allow 100% attached residential housing is recommended for approval.
- 4) Modification to allow for an increase in maximum height of apartment buildings to 44 feet is recommended for approval.
- 5) Modification to allow 20 feet of disturbance with a replanting plan in the I-77 buffer is recommended for approval.
- 6) Modification to allow side-yard parking for apartment buildings as depicted in the rezoning plans is recommended for approval.
- 7) Modification to allow for a block length increase for block A up to 740 feet is recommended for approval.
- 8) Address any remaining minor staff comments.

It is reasonable and in the public interest to approve this rezoning if the recommended revisions are made to the plan as it would then be consistent with future land use implementation policies LU2.1, 6.2, and T-3 and 3.1.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing was held on March 4, 2025. This can be viewed with this link <https://www.youtube.com/watch?v=dYjtNZ77pdA> and starts at the 1:16 mark.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board Meeting was held on March 25, 2025. The board voted unanimously 8-0 in favor of approval. The motion stated "In considering the proposed rezoning amendment R24-13, Mission Stumptown Road from Neighborhood Residential to Highway Commercial Conditional District, the Planning Board can support the proposed plan if the following staff recommendations are implemented;

- 1) Revise the commercial portion of the plan to commit to a minimum 2, 2-story commercial or mixed-use building, that being commercially reasonable.
- 2) revise the current multi-family architectural design to add at a minimum the ordinance standards with a goal of going over or beyond.
- 3) any TIA comments are resolved
- 4) any remaining staff comments are addressed
- 5) a modification to allow 100% attached residential
- 6) a modification to allow 4-story height to be described in feet
- 7) modification to allow 20-feet of disturbance with a replanting plan in the I-77 buffer is recommended for approval
- 8) modification to allow side yard parking for apartment buildings as depicted in the rezoning plans
- 9) modification to allow for block length increase of Block A up to 740 feet is recommended for approval
- 10) and providing attainable housing which is 16 units with 80-100% AMI for 15 years.
- 11) (Huntersville 2040 Plan) LU 8.2 to be addressed also as staff comments encourage the achievement of higher design standards.

It is reasonable and in the public interest to approve this rezoning if the recommended revisions are made as it would then be consistent with future land use implementation policies, LU2.1, LU6.2, T-3, and T 3.1. T.

PART 8: TOWN BOARD RECOMMENDATION

Town Board Meeting is scheduled for April 22, 2025.

PART 9: ATTACHMENTS

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

PART 10: CONSISTENCY STATEMENT – R24-13 Mission Stumptown

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning amendment petition R24-13, Mission Stumptown, staff can support the proposed plan if the following staff recommendations are implemented: 1) Revise the current multi-family architectural design to at minimum meet ordinance standards with a goal of going over and beyond. 2) Applicants commit to offering 16 attainable housing units as defined in the rezoning plans. 3) Modification to allow 100% attached residential housing is recommended for approval. 4) Modification to allow for an increase in maximum height of apartment buildings to 44-feet is recommended for approval. 5) Modification to allow 20-feet of disturbance with a	APPROVAL: The Planning Board Meeting was held on March 25, 2025. The board voted unanimously 8-0 in favor of approval. The motion stated “ In considering the proposed rezoning amendment R24-13, Mission Stumptown Road from Neighborhood Residential to Highway Commercial Conditional District, the Planning Board can support the proposed plan if the following staff recommendations are implemented; 1)Revise the commercial portion of the plan to commit to a minimum 2, 2-story commercial or mixed use building, that being commercially reasonable. 2) revise the current multi-family architectural design to add at a minimum the ordinance standards with a goal of going over or beyond. 3) any TIA comments are resolved 4) any remaining staff comments are addressed 5) a modification to allow 100% attached residential 6) a modification to allow 4-story height to be described in feet	APPROVAL: <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>

replanting plan in the I-77 buffer is recommended for approval. 6) Modification to allow side-yard parking for apartment buildings as depicted in the rezoning plans is recommended for approval. 7) Modification to allow for a block length increase of block A up to 740 feet is recommended for approval. 8) Address any remaining minor staff comments. <u>It is reasonable and in the public interest to approve this rezoning if the recommended revisions are made to the plan as it would then be consistent with future land use implementation policies LU2.1, 6.2, and T-3 and 3.1.</u>	7) modification to allow 20-feet of disturbance with a replanting plan in the I-77 buffer is recommended for approval 8) modification to allow side yard parking for apartment buildings as depicted in the rezoning plans 9)modification to allow for block length increase of Block A up to 740 feet is recommended for approval 10) and providing attainable housing which is 16 units with 80-100% AMI for 15 years. 11) (Huntersville 2040 Plan) LU 8.2 to be addressed also as staff comments encourage the achievement of higher design standards. <u>It is reasonable and in the public interest to approve this rezoning if the recommended revisions are made as it would then be consistent with future land use implementation policies, LU2.1, LU6.2, T-3, and T 3.1. T.</u>	
		DENIAL: <u>(consistent OR inconsistent) with (insert applicable plan reference).</u> <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

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

1. Application Type

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

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

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

2. Project Data

Date of Application 11/01/24

Name of Project Mission Stumptown Road Phase # (if subdivision) _____

Project Address 14435 Stumptown Road, Huntersville, NC

Parcel Identification Number(s) (PIN) 01714405, 01714406

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

Property Size (acres) 19.08 Street Frontage (feet) 1,521

Current Land Use Single Family

Proposed Land Use(s) Mixed (Apartments and Commercial)

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

3. Description of Request

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

The applicant is seeking to rezone property to provide mixed use development consisting of apartments and commercial

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name Mission Properties, LLC Phone 704. 307. 8265
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature C. Jason M. Arthur

Title President Email jason@missionprop.com

Address of Applicant 5800 Old Pineville Rd, Suite 201, Charlotte, NC 28217

7. Property Owner (if different than applicant)

*Printed Name Sharon Brown Allen Phone 952-21538
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: Individual

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

Signature Sharon Brown Allen

Title Co-Owner Email sharon@allenfamilyemail.net

Address of Property Owner 58 Fish Dancer Ct, Bluffton, SC 29910

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

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

8. Development/Design Firm Contact Information

Design Resource Group	Brian Graham	704-343-0608	brian@drgrp.com
Development Firm	Name of Contact	Phone	Email

Design Firm	Name of Contact	Phone	Email
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Contact Information

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

5. Outside Agency Information

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

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Printed Name Mission Properties, LLC Phone 704.307.8265
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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Signature C. Jason McArthur

Title President Email jason@missionprop.com

Address of Applicant 5800 Old Pineville Rd, Suite 201, Charlotte, NC 28217

7. Property Owner (if different than applicant)

*Printed Name June Overcash Phone 704-560-5608
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature June Overcash

Title owner Email Jbocash5@gmail.com

Address of Property Owner 14435 Stump Run Rd, Huntersville, NC

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

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

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Contact Information

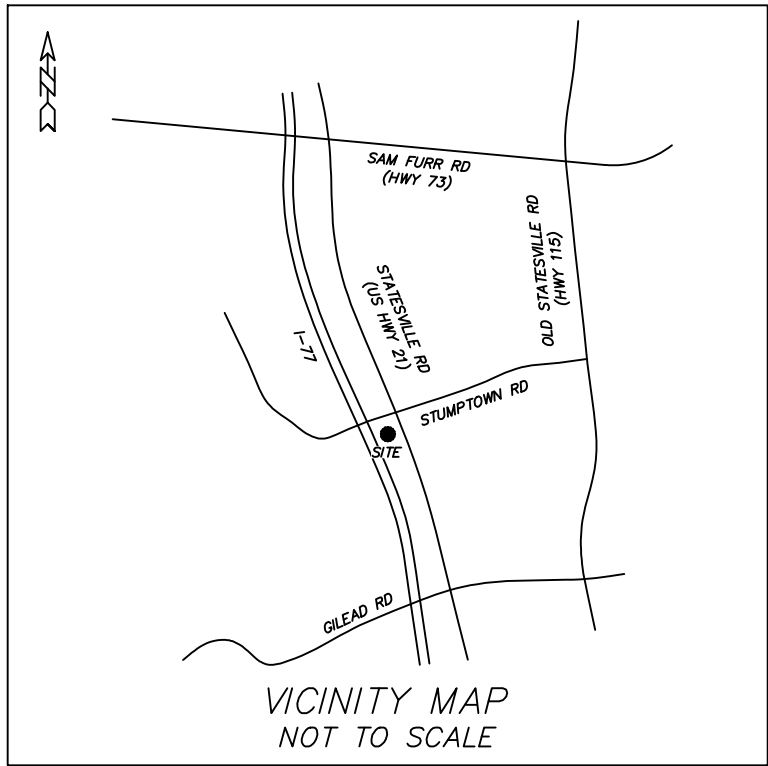
Town of Huntersville Planning Department PO Box 664 Huntersville, NC 28070	Phone:	704-875-7000
	Fax:	704-992-5528
	Physical Address:	105 Gilead Road, Third Floor
	Website:	https://www.huntersville.org/228/Planning-Department



Know what's below.
Call before you dig.

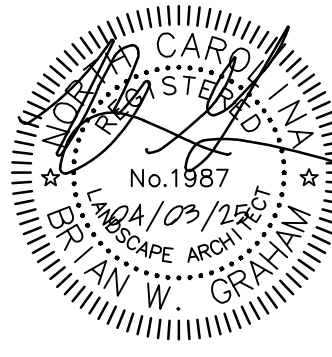
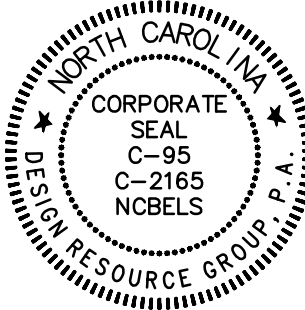
MISSION STUMPTOWN ROAD

TAX PARCEL: 01714405, 01714406
14403 STUMPTOWN ROAD
HUNTERSVILLE, NC 28078



LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING

1111 Hawthorne Lane, Charlotte, NC 28205
704.343.0608
www.drgroup.com



REZONING/SKETCH

MISSION STUMPTOWN ROAD
CHARLOTTE, NORTH CAROLINA

MISSION PROPERTIES, LLC

1114 CLEMENT AVE #100
CHARLOTTE, NC 28205
704.307.8265

COVER SHEET

0
SCALE: NTS

PROJECT #: 695-015
DRAWN BY: BG
CHECKED BY: TH

FEBRUARY 10, 2025

REVISIONS:
04/03/25 PER STAFF COMMENTS

RZ0.00

REZONING/ SKETCH PLANS R24-13 / CSP-500043

REZONING NOTES MISSION STUMPTOWN ROAD

- REZONING PETITION.** THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS (DEVELOPMENT STANDARDS) ASSOCIATED WITH THE REZONING PETITION (THE 'REZONING PETITION') FILED BY MISSION PROPERTIES, LLC (PETITIONER) ON NOVEMBER 1, 2024 (THE FILING DATE) AS REZONING PETITION R-24 - 13 & SKETCH PLAN (THE 'REZONING PLAN') FOR THAT APPROXIMATELY 19.08 ACRE TRACT OF LAND, IDENTIFIED ON THIS SITE PLAN AS MISSION STUMPTOWN ROAD (THE 'PROJECT') IN CONNECTION WITH TAX PARCEL NUMBERS 01714405 AND 01714406 (THE 'PROPERTY'). THE PURPOSE OF THE REZONING PETITION IS TO CONVERT THE ZONING CLASSIFICATION OF THE PROPERTY FROM THE NEIGHBORHOOD RESIDENTIAL ZONING DISTRICT TO HC(CD) IN ACCORDANCE WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS, THE REZONING PLAN AND THE PROVISIONS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE (THE 'ORDINANCE').
- DEVELOPMENT STANDARDS.** DEVELOPMENT OF THE PROPERTY WILL BE GOVERNED BY THESE DEVELOPMENT STANDARDS, WHICH ARE PART OF THE REZONING PETITION, AND THE APPLICABLE PROVISIONS OF THE ORDINANCE IN PLACE ON THE FILING DATE. SUBJECT IN ALL RESPECTS TO THE RIGHTS OF THE PETITIONER UNDER THE PERMIT CHOICE ACT, N.C.G.S. 143-755, THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE FILING DATE GOVERN DEVELOPMENT OF THE PROPERTY AS SHOWN ON THE REZONING PLAN UNLESS THE REZONING PLAN ESTABLISHES A MORE STRINGENT STANDARD(S) OR UNLESS OTHERWISE NOTED ON THE REZONING PLAN OR IN THESE DEVELOPMENT STANDARDS.
- SCHEMATIC NATURE OF REZONING PLAN.** THE LOTS, PROPOSED IMPROVEMENTS, ROADS, DRIVEWAYS AND URBAN OPEN SPACE SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE AND EXACT LOCATIONS, ARCHITECTURAL STYLE AND MATERIALS, SIZE, NUMBER OR QUANTITY AND CONFIGURATIONS OF LOTS AND BUILDINGS, INCLUDING FIRST FLOOR AREA AND HEIGHT, MAY BE MODIFIED DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT SO LONG AS SUCH ALTERATION IS WITHIN THE PARAMETERS OF THE APPROVED TRAFFIC IMPACT ANALYSIS AND PERMITTED USES SET FORTH HEREIN. MULTIPLE BUILDINGS MAY BE COMBINED AND A SINGLE BUILDING MAY BE DIVIDED INTO TWO OR MORE BUILDINGS AS LONG AS THE RESULTING BUILDING COMPLIES WITH THE ORDINANCE STANDARDS. THE EXACT ALIGNMENTS OF THE INTERNAL DRIVES AND INTERNAL PUBLIC STREETS, INCLUDING SIDEWALK, PLANTING STRIP AND INTERSECTION DESIGN AND LOCATION, HAVE NOT BEEN DETERMINED AND ARE SUBJECT TO FINAL DESIGN AND ENGINEERING PLANS, AND MINOR ALTERATIONS OF THESE ALIGNMENTS MAY TAKE PLACE DURING DESIGN DEVELOPMENT AND CONSTRUCTION PHASES.
- PHASING.** THE DEVELOPMENT OF THE PROPERTY AS GENERALLY DEPICTED ON THE REZONING PLAN MAY BE PHASED, AS DETERMINED DURING THE COURSE OF CONSTRUCTION. ANY PROPOSED PHASING MUST ALIGN WITH TIA, INFRASTRUCTURE, PARKING, TREE SAVE, OPEN SPACE AND STORMWATER REQUIREMENTS FOR THAT PHASE; PROVIDED, HOWEVER, ANY MITIGATION REQUIRED BY NCDOT BEFORE OR AFTER APPROVAL OF THIS REZONING PETITION.
- VESTED RIGHTS.** THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS. DUE TO THE SIZE OF THE PROJECT, PHASING, AND LEVEL OF INVESTMENT, APPROVAL OF THIS CONDITIONAL REZONING SHALL CONSTITUTE ESTABLISHMENT OF VESTED RIGHTS IN THE LANDOWNER (AND ITS SUCCESSORS OR ASSIGNS) FOR A PERIOD OF FIVE YEARS AS PERMITTED BY N.C. GEN. STAT. § 160D-108.1.
- PERMITTED USES.** THE PROPERTY MAY BE DEVELOPED FOR ANY USES (INCLUDING ACCESSORY USES) PERMITTED IN THE HC ZONING DISTRICT, INCLUDING MULTI-FAMILY RESIDENTIAL, ATTACHED RESIDENTIAL, RETIREMENT COMMUNITY AND COMMERCIAL USES, SUBJECT TO THE DEVELOPMENT STANDARDS AND APPLICABLE ORDINANCE REQUIREMENTS ASSOCIATED WITH SUCH USES. ANY LABELLING OR TABLES SHOWN ON THE REZONING PLAN MAY BE AN INDICATION OF THE CURRENT INTENTION ON THE PART OF PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT NOTES.
- ACCESS.** THE NUMBER OF SITE ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO ROADS ARE SCHEMATIC IN NATURE, TO THE EXTENT PERMITTED BY APPLICABLE DRIVEWAY PERMIT REQUIREMENTS, FUTURE DRIVEWAYS, ACCESS POINTS AND ROAD CONNECTIONS MAY CROSS THE SETBACK AND SHALL NOT REQUIRE A REZONING OF THE PROPERTY BUT SHALL OTHERWISE COMPLY WITH APPLICABLE DRIVEWAY PERMIT REQUIREMENTS. CROSS ACCESS AND PARKING EASEMENTS SHALL BE GRANTED AS NEEDED TO PROVIDE ACCESS OVER SHARED DRIVEWAYS AND RIGHTS TO SHARED PARKING. REQUIRED ACCESS MAY BE ALTERED OR REORIENTED TO ADDRESS URBAN OPEN SPACE WITHOUT THE REQUIREMENT OF A REZONING OR AMENDMENT TO THIS REZONING PLAN. THE ADJACENT TAX PARCEL 01714404 MAY ACCESS THE DRIVEWAY ON THE PROPERTY LOCATED TO THE WEST OF SUCH ADJACENT PARCEL, PROVIDED THAT A CONDITION OF SUCH ACCESS SHALL BE THAT THE COST TO ACCESS THE DRIVEWAY SHALL BE BORNE BY THE OWNER OF SUCH ADJACENT PARCEL AND THE PETITIONER AND ITS INVITEES OF THE PROJECT SHALL HAVE RECIPROITY TO THE USE OF THE DRIVEWAY ON TAX PARCEL 01714404.
- SUBDIVISION.** THE PROPERTY IS ONE DEVELOPMENT AND MAY BE SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION FOLLOWS APPLICABLE LAW INCLUDING SUBDIVISION REGULATIONS. HOWEVER, RECOMBINATION, CONDOMINIUMIZATION OR REDUCTION IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE. PURSUANT TO NOTE #4 OF THESE DEVELOPMENT STANDARDS, REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED NOT BE MET BY INDIVIDUAL PARCELS.
- STREET IMPROVEMENTS.** PETITIONER SHALL BE REQUIRED TO INSTALL SIDEWALKS-STREET TREES, PLANTING STRIPS, BICYCLE LANES OR OTHER STREET IMPROVEMENTS AS A CONDITION OF THE APPROVAL OF THIS REZONING PLAN AS SPECIFICALLY SHOWN ON THE REZONING PLAN AND AS REQUIRED BY THE ORDINANCE, SUBDIVISION ORDINANCE, APPLICABLE HUNTERSVILLE/NCDOT TIA, OR DRIVEWAY PERMIT REQUIREMENTS; PROVIDED, HOWEVER, IN THE EVENT NCDOT REQUIRES OR REQUESTS THAT PETITIONER ENTER INTO A DEVELOPER'S AGREEMENT WITH NCDOT PRIOR TO OR AFTER APPROVAL OF THIS REZONING PETITION TO PROVIDE NCDOT WITH REIMBURSEMENT OF THE COST TO NCDOT OF COMPLETION OF ALL OR ANY PORTION OF SUCH IMPROVEMENTS, PETITIONER SHALL NOT BE REQUIRED TO INSTALL THE IMPROVEMENTS FOR WHICH SUCH REIMBURSEMENT IS MADE OR AGREED TO BE MADE PURSUANT TO THE DEVELOPER'S AGREEMENT. STREET TREE LOCATIONS, SIDEWALKS, PLANTING STRIPS AND PARKING ARE SUBJECT TO CHANGE DURING THE CONSTRUCTION PLAN PHASE AS REQUIRED BY PETITIONER AND TO SATISFY THE TOWN'S ENGINEERING STANDARDS AND PROCEDURES MANUAL.
- LANDSCAPING/BUFFERS.** DEVELOPMENT OF THE PROPERTY SHALL COMPLY WITH THE LANDSCAPING AND BUFFER REQUIREMENTS OF THE ORDINANCE. LANDSCAPE EASEMENTS SHALL BE PROVIDED FOR STREET TREES AS REQUIRED BY THE ORDINANCE. BUFFER IMPACTS/MITIGATION SHALL BE PERMITTED THROUGH THE APPROPRIATE STATE OR FEDERAL AGENCY IF APPLICABLE.
- AMENDMENT.** FUTURE AMENDMENTS TO THE REZONING PLAN AND/OR THESE DEVELOPMENT STANDARDS MAY BE APPLIED FOR BY THE THEN OWNER OF OWNERS OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE; PROVIDED, HOWEVER, IN THE EVENT ANY PORTION OF THE PROPERTY IS CONVEYED TO A THIRD PARTY, PETITIONER MAY REQUEST AN AMENDMENT TO THE REZONING PLAN WITHOUT THE WRITTEN CONSENT OF ANY OTHER OWNER OF ALL OR ANY PORTION OF THE PROPERTY UNLESS SUCH AMENDMENT CONSTITUTES A CHANGE IN THE BUILDING OR USE OF THE PORTION OF THE PROPERTY OWNED BY SUCH OWNER, PROVIDED PETITIONER PROVIDES FOR SUCH AMENDMENT RIGHT IN THE RECORDED PRIVATE RESTRICTIVE COVENANTS THAT GOVERN THE PROJECT. ALL REQUIREMENTS IN CONNECTION WITH THE AMENDMENT WILL BE CALCULATED ON THE PROPERTY AS A WHOLE IN THE SAME MANNER SUCH REQUIREMENTS WERE CALCULATED AT THE TIME OF THE INITIAL APPROVAL. THIS NOTE SHALL BE SHOWN ON THE FINAL PLAN WHEN RECORDED.
- BMP DESIGN.** THE DESIGNS FOR THE BMPS SHOWN ON THE REZONING PLAN SHALL BE FINALIZED DURING THE CONSTRUCTION PHASE AND SHALL BE COMPLETED AS A PART OF THE INFRASTRUCTURE IMPROVEMENTS. STORMWATER LINES AND FACILITIES ARE PERMITTED WITHIN PUBLIC RIGHT-OF-WAY CONSTRUCTED AS A PART OF THE PROJECT AND AS SHOWN ON PRELIMINARY PLANS.
- BINDING EFFECT OF THE REZONING DOCUMENTS AND DEFINITIONS.** IF THIS REZONING APPLICATION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE USE AND DEVELOPMENT OF THE PROPERTY IMPOSED UNDER THESE DEVELOPMENT STANDARDS AND THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF PETITIONER AND THE CURRENT AND SUBSEQUENT OWNERS OF THE PROPERTY AND THEIR RESPECTIVE SUCCESSORS IN INTEREST AND ASSIGNS. THROUGHOUT THESE DEVELOPMENT STANDARDS, THE TERM 'PETITIONER' SHALL BE DEEMED TO INCLUDE THOSE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST AND ASSIGNS TO WHOM PETITIONER EXPRESSLY ASSIGNS ITS RIGHTS HEREIN OR OWNERS OF THE PROPERTY FROM TIME TO TIME WHO MAY BE INVOLVED IN ANY FUTURE DEVELOPMENT THEREOF.
- ELEVATIONS.** THE ELEVATIONS ARE SUBMITTED AS EXAMPLES ONLY, AND DO NOT REPRESENT ACTUAL ELEVATIONS FOR THIS PROJECT. STAFF MAY APPROVE ELEVATIONS SUBMITTED DURING CONSTRUCTION THAT ARE GENERALLY CONSISTENT WITH THE RENDERINGS INCLUDED WITH THE REZONING PLAN.
- APPROVAL.** APPROVAL OF THIS REZONING PLAN DOES NOT IMPLY OR GUARANTEE APPROVAL OR VESTING OF THE PRELIMINARY CONSTRUCTION PLAN, WHICH WILL BE REVIEWED FOR COMPLIANCE IN ACCORDANCE WITH ALL APPLICABLE TOWN, COUNTY AND STATE REGULATIONS IN EFFECT AT THE TIME OF SUBMITTAL.
- ATTAINABLE HOUSING.** PETITIONER PROPOSES THAT AT LEAST SIXTEEN (16) ATTAINABLE HOUSING UNITS BE PROVIDED AMONG THE RESIDENTIAL UNITS AS SHOWN ON THE REZONING PLAN FOR A PERIOD OF FIFTEEN (15) YEARS AFTER THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE APPLICABLE BUILDING, PURSUANT TO AND IN COMPLIANCE WITH THE REQUIREMENTS OF N.C.G.S. 160D-703(B) AND SECTION 3.2.13(D)(2) OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE, AT LEAST SIX OF SUCH ATTAINABLE UNITS SHALL BE AVAILABLE TO HOUSEHOLDS EARNING BETWEEN 80% AND 90% OF THE AREA MEDIAN INCOME AS PUBLISHED BY HUD FOR THE CHARLOTTE-CONCORD-GASTONIA-NC-SC HUD METRO FMR AREA (THE 'AMI'). THE REMAINING ATTAINABLE UNITS SHALL BE AVAILABLE TO HOUSEHOLDS EARNING BETWEEN 80% AND 100% OF THE AMI. THE MASSING PROVISIONS OF 3.2.13(D)(2)(B) AND ARTICLE 4.8 SHALL NOT APPLY TO THE BUILDINGS CONTAINING SUCH UNITS.
- MASTER SIGNAGE PROGRAM.** PETITIONER ELECTS TO APPLY FOR APPROVAL PURSUANT TO THE MASTER SIGNAGE PROGRAM PURSUANT TO SECTION 10.11 OF THE ORDINANCE.
- COMMERCIAL BUILDINGS.** PETITIONER SHALL USE COMMERCIALLY REASONABLE EFFORTS TO INCLUDE AT LEAST ONE TWO-STORY COMMERCIAL BUILDING ALONG THE FRONTAGE OF STUMPTOWN ROAD AND/OR HIGHWAY 21.

MODIFICATIONS TO STANDARDS

PURSUANT TO SECTION 11.4.7(K) OF THE ORDINANCE, THE STANDARDS OF THE ORDINANCE ARE MODIFIED TO PERMIT THE FOLLOWING:

- SIDEYARD PARKING IS PERMITTED, PROVIDED ADDITIONAL LANDSCAPE SCREENING AND 36" MINIMUM HEIGHT SCREEN WALL ARE PROVIDED AS SHOWN ON THE REZONING PLAN.
- BUFFER DISTURBANCE IN THE 1-77 BUFFER IS PERMITTED FOR GRADING SO LONG AS SUCH DISTURBANCE DOES NOT ENCR OACH MORE THAN TWENTY (20) FEET INTO THE BUFFER, PROVIDED AN ALTERNATE BUFFER YARD PLAN IS SUBMITTED IN ACCORDANCE WITH SECTION 7.5.4 OF THE ORDINANCE.
- THE BUILD-TO LINE ALONG STUMPTOWN ROAD, STATESVILLE ROAD AND MARUTI DRIVE MAY VARY TO ACCOMMODATE BUILDING ORIENTATION TO THE EXTENT NOT PARALLEL WITH RIGHT OF WAY AND TO ACCOMMODATE FUTURE NCDOT ROADWAY IMPROVEMENTS.
- MULTI-FAMILY UNITS MAY COMPRISE UP TO ONE HUNDRED PERCENT (100%) OF THE RESIDENTIAL UNITS. APARTMENT BUILDINGS MAY BE FOUR-STORY BUILDINGS WITH A MAXIMUM HEIGHT OF 44'; PROVIDED THAT, PORTIONS OF RESIDENTIAL BUILDINGS AND APARTMENT BUILDINGS WITHIN THIRTY FEET (30') OF THE RIGHT-OF-WAY OF STATESVILLE ROAD WILL BE NO HIGHER THAN THREE (3) STORIES.
- THE LENGTH OF BLOCK A MAY BE INCREASED TO 740 FEET.

NCDOT REQUIRED IMPROVEMENTS:

STATESVILLE ROAD (UNSIGNALIZED)

INTERIM PLAN (PRE-STIP)

- CONVERT THE EXISTING SOUTHBOUND RIGHT TURN LANE TO A SECOND SOUTHBOUND THRU LANE WITH 150 FEET OF STORAGE ON STATESVILLE ROAD.
- CONSTRUCT A SOUTHBOUND RIGHT TURN LANE WITH 150 FEET OF STORAGE ON STATESVILLE ROAD.
- CONSTRUCT A SECOND SOUTHBOUND RECEIVING LANE ON STATESVILLE ROAD TO TRANSITION BACK TO A SINGLE LANE WITHIN 800 - 1,000 FEET.

FUTURE PLAN (POST-STIP)

- CONSTRUCT ACCESS TO HAVE RIGHT IN/RIGHT OUT ONLY
- CONSTRUCT AN EXCLUSIVE SOUTHBOUND RIGHT-TURN LANE 100' STORAGE 150' DECEL LANE (50' IN STORAGE 100' IN TAPER)
- EXTEND NCDOT STIP PROJECT MEDIAN TO HAVE 50' OFFSET FROM DRIVEWAY TANGENT POINT

STUMPTOWN ROAD (UNSIGNALIZED)

INTERIM PLAN (PRE-STIP)

- CONSTRUCT AN EXCLUSIVE WESTBOUND LEFT-TURN LANE LANE 100' STORAGE 100' DECEL/TAPER

FUTURE PLAN (POST-STIP)

- CONSTRUCT AN EXCLUSIVE WESTBOUND LEFT-TURN LANE LANE 100' STORAGE 100' MINIMUM DECEL/TAPER

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

THE TOWN OF HUNTERSVILLE REQUIRES THAT ALL STREETS PROPOSED TO BE TAKEN OVER BY THE TOWN FOR MAINTENANCE BE REVIEWED, INSPECTED, AND CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NORTH CAROLINA FOR ADEQUATE CONSTRUCTION. REVIEW OF STREET CONSTRUCTION BY THE CERTIFYING ENGINEER IS REQUIRED THROUGHOUT THE CONSTRUCTION PROCESS. REFER TO THE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS AND PROCEDURES MANUAL FOR ADDITIONAL INFORMATION INCLUDING THE REQUIRED CERTIFICATION FORM.

NOTE: THE TOWN OF HUNTERSVILLE HAS NOT REVIEWED THE STRUCTURAL STABILITY OF ANY RETAINING WALLS ON THE SITE AND DOES NOT ASSUME RESPONSIBILITY FOR THEM.

CONSULTANTS:

DEVELOPER:

MISSION PROPERTIES, LLC
5800 OLD PINEVILLE ROAD
SUITE 201
CHARLOTTE, NC 28217
704.496.9821

ARCHITECT:

CLINE DESIGN
220 E. PETERSON DRIVE
CHARLOTTE, NC 28217
704.333.7272

LANDSCAPE ARCH.:

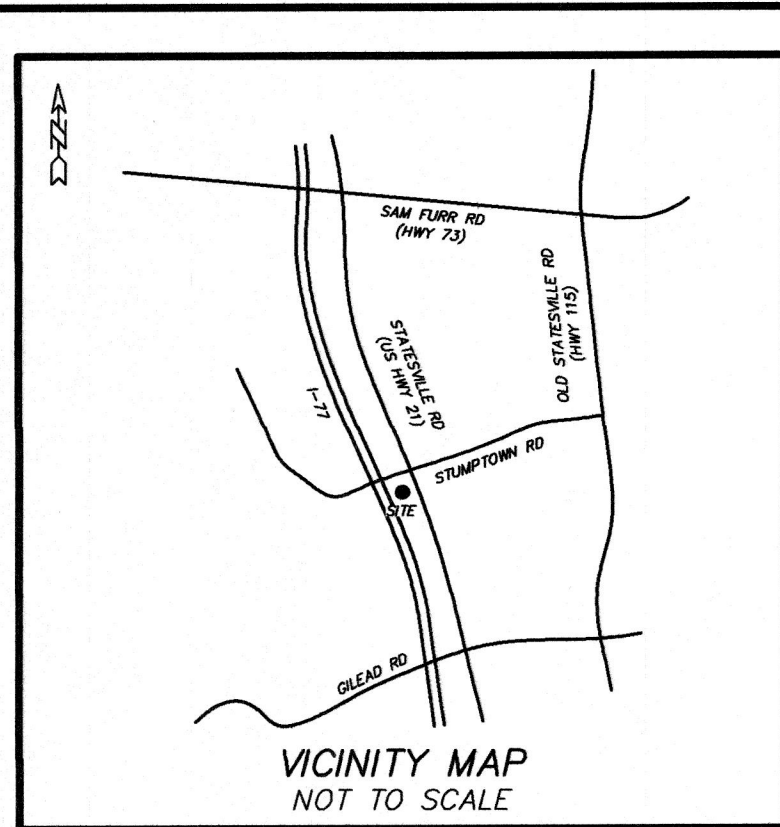
DESIGN RESOURCE GROUP, PA
2459 WILKINSON BOULEVARD
SUITE 200
CHARLOTTE, NC 28208
704.343.0608

CIVIL ENGINEER:

DESIGN RESOURCE GROUP, PA
2459 WILKINSON BOULEVARD
SUITE 200
CHARLOTTE, NC 28208
704.343.0608

SURVEYOR:

CAROLINA SURVEYORS, INC
P.O. BOX 267
PINEVILLE, NC 28134
704.889.7601



SURVEYED LEGAL DESCRIPTION (NOTE: DESCRIPTIONS DO NOT INCLUDE AREAS WITHIN PUBLIC RIGHTS OF WAY)

Tract 1

BEGINNING at a an existing 2" pipe, being the southernmost corner of Lot 14 as shown on Map Book 279, Page 439 and being on the common line of the property of Deer Hill Limited Partnership II (now or formerly) recorded in Deed Book 5779 Page 434; then following the common line thereof with a bearing of S 73°52'08" W and a distance of 333.40' to an existing rebar at the base of a pipe on the northeastern margin of the right of way of Statesville Rd (U.S. Hwy. 21); then following the margin thereof with a bearing of N 21°03'21" W and a distance of 61.67' to a point, being the common corner of the property of June Brown Overcash (now or formerly) recorded in Deed Book 38015 Page 234; then following the common line thereof with a bearing of N 0°00'50" E and a distance of 689.48' to a point on the southern margin of the right of way of Stumpdown Rd (S.R. 2140); then following the margin thereof with a bearing of N 74°41'59" E and a distance of 167.52' to a point, being on the common line of the property of Mitchell Edward Hampton, et al (now or formerly) recorded in Deed Book 1789 Page 748; then following the common line thereof and the common line of Map Book 29, Page 439 with a bearing of S 17°44'41" E and a distance of 727.91' (passing an existing rebar at 0.41', an existing pipe at 244.66', and existing pipe with rebar at 416.67', and an existing rebar at 485.22') to an existing 2" pipe, being the point of BEGINNING, having an area of 4.718 acres, more or less, as shown on a survey by Carolina Surveyors, Inc.

Tract 2

Commencing at an existing 2" pipe, being the southernmost corner of Lot 14 as shown on Map Book 29, Page 439 and being on the common line of the property of Deer Hill Limited Partnership II (now or formerly) recorded in Deed Book 5779 Page 434; then following the common line thereof with a bearing of S 73°52'08" W and a distance of 333.40' to an existing rebar at the base of a pipe on the northeastern margin of the right of way of Statesville Rd (U.S. Hwy. 21); then following the margin thereof with a bearing of N 21°03'21" W and a distance of 61.67' to a point, being the point of BEGINNING at a point on the northeastern margin of the right of way of Statesville Rd (U.S. Hwy. 21), being the common corner of the property of June Brown Overcash (now or formerly) recorded in Deed Book 38015 Page 234; then following the margin thereof with a bearing of N 21°03'21" W and a distance of 173.35' to a point, being the common corner of the property of June Brown Overcash; then following the common line thereof with a bearing of S 0°00'50" E and a distance of 689.48' to a point, being the point of BEGINNING, having an area of 1.847 acres, more or less, as shown on a survey by Carolina Surveyors, Inc.

SURVEYED LEGAL DESCRIPTION (NOTE: DESCRIPTIONS DO NOT INCLUDE AREAS WITHIN PUBLIC RIGHTS OF WAY)

Tract 3

BEGINNING at an existing concrete monument on the northeasterly margin of the right of way of Interstate 77; then following the margin thereof three (3) calls: (1) with a curve to the left having a radius of 8679.30' and an arc length of 407.58', and being chorde by a bearing of N 20°46'37" W and a distance of 407.58' to a point; (2) with a bearing of N 22°22'57" W and a distance of 201.32' to a point; (3) with a bearing of N 22°25'00" W and a distance of 234.48' to a point, being the common corner of the property of Shirley Knox Brown (now or formerly) recorded in Deed Book 1791 Page 506; then following the common line thereof three (3) calls: (1) with a bearing of N 08°10'30" W and a distance of 335.29' to a point; (2) with a bearing of N 24°07'30" E and a distance of 119.00' to an existing pipe; (3) with a bearing of N 11°59'30" W and a distance of 575.38' to a point on the southern margin of the right of way of Stumpdown Rd (S.R. 2140); then following the margin thereof with a bearing of N 73°46'00" E and a distance of 202.56' to a point, being the common corner of the property of June Brown Overcash (now or formerly) recorded in Deed Book 38015 Page 234; then following the common line thereof with a bearing of S 71°07'32" E and a distance of 751.5' to a point on the southeasterly margin of the right of way of Statesville Rd (U.S. Hwy. 21); then following the margin thereof with a bearing of S 17°44'41" E and a distance of 106.56' to an existing rebar, being the common corner of the property of Norman Loftis LLC (now or formerly) recorded in Deed Book 37529 Page 165; then following the common line thereof with a bearing of S 0°00'34" W and a distance of 872.58' (passing an existing rebar at 720.39' to a point in the terminus of the right of way of Maruti Ave as shown on Map Book 65, Page 713; then following the terminus of said right of way and the common line of the property of Myrtle Hoke Powell (now or formerly) recorded in Deed Book 11028 Page 850 with a bearing of N 89°26'42" W and a distance of 200.00' (passing an existing rebar at 17.63') to an existing concrete monument, being the point of BEGINNING, having an area of 15.625 acres, more or less, as shown on a survey by Carolina Surveyors, Inc.

SURVEYED LEGAL DESCRIPTION (NOTE: DESCRIPTIONS DO NOT INCLUDE AREAS WITHIN PUBLIC RIGHTS OF WAY)

Tract 4

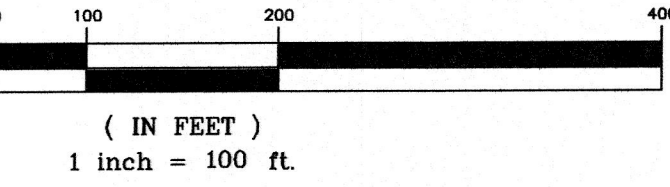
Commencing at an existing concrete monument on the northeasterly margin of the right of way of Interstate 77; then following the margin thereof three (3) calls: (1) with a curve to the left having a radius of 8679.30' and an arc length of 407.58', and being chorde by a bearing of N 20°46'37" W and a distance of 407.58' to a point; (2) with a bearing of N 22°22'57" W and a distance of 201.32' to a point; (3) with a bearing of N 22°25'00" W and a distance of 234.48' to a point, being the common corner of the property of Shirley Knox Brown (now or formerly) recorded in Deed Book 1791 Page 506; then following the common line thereof three (3) calls: (1) with a bearing of N 08°10'30" W and a distance of 335.29' to a point; (2) with a bearing of N 24°07'30" E and a distance of 119.00' to an existing pipe; (3) with a bearing of N 11°59'30" W and a distance of 575.38' to a point on the southern margin of the right of way of Stumpdown Rd (S.R. 2140); then following the margin thereof with a bearing of N 73°46'00" E and a distance of 202.56' to a point, being the common corner of the property of June Brown Overcash (now or formerly) recorded in Deed Book 38015 Page 234; then following the common line thereof with a bearing of S 71°07'32" E and a distance of 751.5' to a point on the southeasterly margin of the right of way of Statesville Rd (U.S. Hwy. 21); then following the margin thereof with a bearing of S 17°44'41" E and a distance of 106.56' to an existing rebar, being the common corner of the property of Norman Loftis LLC (now or formerly) recorded in Deed Book 37529 Page 165; then following the common line thereof with a bearing of S 0°00'34" W and a distance of 872.58' (passing an existing rebar at 720.39' to a point in the terminus of the right of way of Maruti Ave as shown on Map Book 65, Page 713; then following the terminus of said right of way and the common line of the property of Myrtle Hoke Powell (now or formerly) recorded in Deed Book 11028 Page 850 with a bearing of N 89°26'42" W and a distance of 200.00' (passing an existing rebar at 17.63') to an existing concrete monument, being the point of BEGINNING, having an area of 3.452 acres, more or less, as shown on a survey by Carolina Surveyors, Inc.

CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	8679.30'	407.58'	N20°46'37"W	407.55'
C2	7509.44'	408.13'	S22°18'21"W	409.08'

LINE	BEARING	LENGTH
L1	N73°40'19"E	95.15'
L2	N73°46'00"E	338.74'
L3	S71°07'32"E	75.48'
L4	N24°22'34"W	98.74'
L5	N15°33'30"E	177.15'
L6	N83°07'42"E	98.22'
L7	N74°22'24"E	168.69'
L8	N75°00'15"E	198.56'
L9	S00°07'07"E	30.46'
L10	S74°21'18"E	168.77'
L11	S73°52'06"W	25.20'
L12	S20°34'48"W	346.63'
L13	N41°36'19"W	33.42'

- SYMBOL LEGEND
- SET MONUMENT (TYPE INDICATED)
 - EXISTING MONUMENT (TYPE INDICATED)
 - CP ○ CALCULATED POINT
 - GV ○ GAS VALVE
 - WV ○ WATER VALVE
 - MB ○ MAIL BOX
 - WM ○ WATER METER
 - WELL
 - FX ○ FIRE HYDRANT
 - SMH ○ SANITARY SEWER MANHOLE
 - SDMH ○ STORM DRAIN MANHOLE
 - TMH ○ TELEPHONE/COMMUNICATIONS MANHOLE
 - EMH ○ ELECTRIC MANHOLE
 - DECIDUOUS TREE
 - EVERGREEN TREE
 - LP ○ LIGHT POLE
 - PP ○ POWER/UTILITY POLE
 - BFP ○ BACK FLOW PREVENTOR
 - GW ○ GUY WIRE
 - CB ○ CATCH BASIN
 - DI ○ DROP INLET
 - YI ○ YARD INLET

GRAPHIC SCALE



N.C. GRID (NAD83/2011)

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT DATE: JUNE 11, 2024 AT 8:00 AM
COMMITMENT NO.: 24-1384

SCHEDULE B, PART II - EXCEPTIONS

4. [INTENTIONALLY DELETED]

5. [INTENTIONALLY DELETED]

6. RIGHT OF WAY IN FAVOR OF THE DEPARTMENT OF TRANSPORTATION RECORDED IN BOOK 29811, PAGE(S) 538; AND BOOK 1728, PAGE 537, MECKLENBURG COUNTY REGISTRY. (AS SHOWN)

7. RIGHT OF WAY AGREEMENT IN FAVOR OF THE STATE HIGHWAY AND PUBLIC WORKS COMMISSION RECORDED IN BOOK 1728, PAGE(S) 538; AND BOOK 1728, PAGE 537, MECKLENBURG COUNTY REGISTRY. (AS SHOWN)

8. DEED OF EASEMENT IN FAVOR OF STATE HIGHWAY COMMISSION RECORDED IN BOOK 3449, PAGE(S) 515, 516, 518, 519, AND PAGE 521, MECKLENBURG COUNTY REGISTRY. (AS SHOWN)

9. EASEMENT IN FAVOR OF CORNELIUS MUTUAL CORPORATION RECORDED IN BOOK 1527, PAGE(S) 117, MECKLENBURG COUNTY REGISTRY. (BLANKET IN NATURE)

THIS IS TO CERTIFY TO

MISSION PROPERTIES, LLC
CHICAGO TITLE INSURANCE COMPANY
GROHEAD TITLE COMPANY AS AGENT FOR/AND IN ADDITION TO CHICAGO TITLE INSURANCE COMPANY

THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD TITLE REQUIREMENTS FOR ALTA SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,6,(8),9 & 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 1/9/2024

NATHAN E. BAKER, NCPS #1-5518 DATE 9/30/24

REVISIONS	LEGAL DESCRIPTIONS	TREE SURVEY
DATE	9/10/24	9/30/24
PROJECT: 23-0549	NB	FIELD WORK: GW/CJ
DRAWN BY: NB		
JULY 10, 2024		
DWG: N: CAROLSON/2024/VBAT/STUMPTOWN RD MPV		
COCG: 2024/1/STUMPTOWN RD MPV		



CAROLINA SURVEYORS, INC.
P.O. BOX 267 PINEVILLE, N.C. 28134 - 0267
THOMAS E. WHITE, NCPS & SCPLS 704-889-7601
TENCAROLINASURVEYS.COM
CERTIFICATE OF AUTHORIZATION N.C. 6-1242 SC 886

STUMPTOWN RD & STATESVILLE RD
SURVEYED FOR: MISSION PROPERTIES, LLC
TOTAL AREA: 42.106 AC.
TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

LEGEND:

- EIP = EXISTING IRON PIN
- OP = OLD IRON PIPE
- SP = SET IRON PIN
- R/W = RIGHT OF WAY
- AC = AIR CONDITIONING UNIT
- PWM = POWER PAD
- PM = POWER METER
- PP = POWER POLE
- LP = LIGHT POLE
- GM = GAS METER
- TELE = TELEPHONE PEDESTAL
- CTV = CABLE TELEVISION
- FDB = FIBER OPTIC BOX
- TSD = TRAFFIC SIGNAL BOX
- WM = WATER METER
- FES = FLARED END SECTION
- RE = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- CPP = CORRUGATED PLASTIC PIPE
- PVC = POLYVINYL CHLORIDE PIPE
- DU = DESTINATION UNKNOWN
- SDE = STORM DRAINAGE EASEMENT
- SSMH = STORM DRAIN MANHOLE
- CB = CATCH BASIN
- YI = YARD INLET
- DI = DROP INLET
- SSE = SANITARY SEWER EASEMENT
- SSMH = SANITARY SEWER MANHOLE
- CO = SEWER CLEAN OUT
- BC = BACK OF CURB
- (7) = TOTAL DISTANCE
- P.O.B. = POINT OF BEGINNING

NOTES:

- IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- PROPERTY ZONED: NR (SETBACKS & ZONING MATTERS ARE SUBJECT TO INTERPRETATION BY LOCAL MUNICIPALITIES)
- TAX PARCEL NUMBER 01714406, 01714405, 01713406, 01713405.
- DEED REFERENCES AS SHOWN.
- BOUNDARY SURVEY ONLY THROUGH POINTS AS SHOWN.
- THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 3710464100K, WITH A DATE OF IDENTIFICATION OF 8/2/2015.
- THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, SETBACKS AND BUFFERS INCLUDING THOSE WITHIN THE APPLICABLE UNIFIED DEVELOPMENT ORDINANCE (UDO), RIGHTS-OF-WAY, IMPROVEMENT AREAS & BUILT UPON AREA (BUA) RESTRICTIONS, AND/OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN.
- AREA COMPUTED BY COORDINATE METHOD.
- NO NCSS MONUMENT FOUND WITHIN 200'.
- UTILITY LOCATIONS SHOWN ARE LOCATED BASED ON SITE CONDITIONS AND MARKINGS AT THE TIME OF SURVEY. CONTRACTORS ARE TO HAVE ALL UTILITIES ACCURATELY MARKED PRIOR TO CONSTRUCTION.
- ANY CONSTRUCTION OR USE WITHIN ANY DELINEATED FLOOD AREA IS SUBJECT TO THE RESTRICTIONS IMPOSED BY ANY APPLICABLE ORDINANCES OR REGULATIONS.
- OFFSITE ADJACENT LINES AND RIGHT-OF-WAY LINES SHOWN AS DASHED ARE APPROXIMATE AND ARE FOR ILLUSTRATIVE PURPOSES ONLY.
- LINE SHOWN REPRESENTING FENCES AND WALLS ARE MEASURED FROM THE APPROXIMATE CENTERLINE AND DO NOT ACCOUNT FOR THE THICKNESS, PLUMBNESS OR MEASUREMENT OF THE FENCE UNLESS OTHERWISE STATED.
- DISTANCES SHOWN ARE GROUND U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
- DEED 2801/542 CONVEYED A STRIP IN FEE SIMPLE FROM THE EXISTING R/W TO THE NEW R/W. NO ADDITIONAL R/W CONVEYANCE WAS FOUND FOR REMAINDER OF LAND WITHIN STUMPTOWN ROAD.
- IN THE PROCESS OF COMPARING FIELDWORK TO COMPUTATION OF RECORDS, A DISCREPANCY WAS FOUND BETWEEN THE LOCATION OF THE EXISTING RIGHTS OF WAY OF U.S. HWY. 21 AND S.R. 2140 AS SHOWN ON HIGHWAY PLANS BEARING PROJECT NUMBERS: 1) 81654302, RECORDED IN HIGHWAY BOOK 1, PAGE 423, CORRESPONDING DEEDS RECORDED IN DEED BOOK 3449, PAGES 515, 518, 519, & 521 2) 6538, UNRECORDED PLAN DATED OCTOBER 1956, CORRESPONDING DEEDS RECORDED IN DEED BOOK 1759 PAGES 529 & 537. 3) U-5771, UNRECORDED PLANS HAVING PROJECT NUMBER U-5771 HAVING REVISION DATE OF 1/22/2023.

THE FOLLOWING WAS USED TO ESTABLISH N.C.S.P.C. INFORMATION:

- CLASS OF SURVEY: A-URBAN LAND SURVEY
- POSITIONAL ACCURACY: 0.04"
- TYPE OF GPS FIELD PROCEDURE: STATIC, ONLINE POSITION USER SERVICE
- DATES OF SURVEY: 1/4/2024
- DATUM/EPOCH: NAD 83 (2011), EPOCH 2010
- PUBLISHED/FIXED-CONTROL USE: CORS SITES

UN5480 NCSS NCSA SAULSBURY CORP ARP
DF5880 NCMP MONROE CORP ARP
DO5830 SCOW WHITE ROSE CORP ARP
DM3523 NCH HICKORY CORP ARP
DO5753 NLE LEONARD CORP ARP
DO5755 NCAL ALEMBARK CORP ARP
DG7440 NOSH SHELBY CORP ARP
DH7117 NONG MORGANTOWN CORP ARP
A4198 HPT HIGH POINT CORP ARP
G7000 NCSS NCSA SAULSBURY CORP ARP
N544227.073 W0813623.568
N355756.486 W080048.937 97406.8

LATITUDE LONGITUDE DISTANCE(m)
N344241.692 W080255.995 50259.9
N43854.778 W080132.790 57551.5
N344857.038 W0801107.440 57793.3
N35431.010 W0811830.934 54087.5
N354853.143 W0801346.202 57141.6
N352017.303 W0801248.525 59339.9
N351553.642 W0812028.115 59580.9
N354227.073 W0813623.568 57898.6
N355756.486 W080048.937 97406.8

TREE TABLE	TREE TABLE	TREE TABLE	TREE TABLE	TREE TABLE
# DBH1 SPECIES	# DBH1 SPECIES	# DBH1 SPECIES	# DBH1 SPECIES	# DBH1 SPECIES
1 60" OAK	35 12" PINE	69 36" OAK	103 20" PINE	137 26" PINE
2 52" OAK	36 12" PINE	70 28" PINE	104 15" PINE	138 18" PINE
3 23" OAK	37 18" PINE	71 14" PINE	105 15" PINE	139 20" PINE
4 18" PINE	38 15" OAK	72 20" PINE	106 20" PINE	140 20" PINE
5 16" OAK	39 12" PINE	73 21" PINE	107 19" PINE	141 25" PINE
6 28" OAK	40 28" PINE	74 20" PINE	108 19" PINE	142 20" PINE
7 24" OAK	41 30" OAK	75 20" PINE	109 15" PINE	143 30" PINE
8 21" OAK	42 18" PINE	76 14" PINE	110 16" PINE	144 22" PINE
9 26" OAK	43 18" PINE	77 12" PINE	111 15" PINE	145 30" OAK
10 16" PINE	44 19" PINE	78 19" PINE	112 28" PINE	146 15" OAK
11 28" PINE	45 20" PINE	79 18" PINE	113 16" PINE	147 30" OAK
12 12" OAK	46 20" PINE	80 16" PINE	114 17" PINE	148 24" OAK
13 13" PINE	47 20" PINE	81 6" PINE	115 15" PINE	149 18" OAK
14 25" OAK	48 14" PINE	82 20" PINE	116 17" PINE	150 20" OAK
15 24" OAK	49 22" PINE	83 24" OAK	117 25" PINE	151 15" OAK
16 17" PINE	50 18" PINE	84 21" OAK	118 16" PINE	152 15" OAK
17 12" OAK	51 14" PINE	85 22" OAK	119 18" PINE	153 20" OAK
18 26" OAK	52 12" PINE	86 20" OAK	120 22" PINE	154 19" OAK
19 18" OAK	53 13" PINE	87 18" OAK	121 22" PINE	155 17" OAK
20 12" OAK	54 12" PINE	88 16" PINE	122 19" PINE	156 25" OAK
21 20" OAK	55 12" PINE	89 15" PINE	123 26" PINE	157 26" OAK
22 26" PINE	56 14" PINE	90 24" PINE	124 30" PINE	158 32" OAK
23 18" PINE	57 18" OAK	91 16" PINE	125 18" PINE	159 24" OAK
24 14" OAK	58 22" PINE	92 19" PINE	126 19" OAK	160 21" OAK
25 14" OAK	59 14" PINE	93 30" OAK	127 25" OAK	161 28" OAK
26 18" PINE	60 14" PINE	94 26" OAK	128 28" PINE	162 30" OAK
27 12" OAK	61 22" OAK	95 14" OAK	129 18" OAK	163 22" OAK
28 20" PINE	62 30" OAK	96 20" PINE	130 25" OAK	164 20" OAK
29 30" PINE	63 25" OAK	97 14" PINE	131 18" PINE	165 20" OAK
30 13" PINE	64 20" PINE	98 16" PINE	132 18" OAK	166 20" OAK
31 12" OAK	65 22" OAK	99 18" PINE	133 16" PINE	167 14" OAK
32 13" PINE	66 12" OAK	100 14" PINE	134 18" PINE	168 20" OAK
33 16" OAK	67 19" PINE	101 14" PINE	135 15" PINE	169 18" OAK
34 12" OAK	68 12" PINE	102 13" PINE	136 20" PINE	170 22" OAK

TREE TABLE	TREE TABLE
# DBH1 SPECIES	# DBH1 SPECIES
171 24" OAK	221 30" OAK
172 17" OAK	222 30" OAK
173 20" OAK	223 20" OAK
174 20" OAK	224 32" OAK
175 19" OAK	225 30" OAK
176 30" OAK	226 25" OAK
177 15" OAK	227 22" OAK
178 22" OAK	228 30" OAK
179 25" OAK	229 30" OAK
180 21" OAK	230 28" PINE
181 20" OAK	231 25" PINE
182 22" OAK	232 12" DOGWOOD
183 18" OAK	233 16" OAK
184 34" OAK	234 21" OAK
185 24" OAK	235 44" OAK
186 22" OAK	236 20" OAK
187 20" OAK	237 18" OAK
188 18" PINE	238 20" OAK
189 18" OAK	239 18" OAK
190 22" OAK	240 17" OAK
191 20" OAK	241 20" OAK
192 18" OAK	242 24" OAK
193 32" OAK	243 21" OAK
194 14" OAK	
195 20" OAK	
196 31" OAK	
197 20" OAK	

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
1	60"	OAK	YES
2	52"	OAK	YES
3	23"	OAK	NO
4	18"	PINE	NO
5	16"	OAK	NO
6	28"	OAK	YES
7	24"	OAK	YES
8	21"	OAK	YES
9	26"	OAK	YES
10	16"	PINE	NO
11	28"	PINE	YES
12	12"	OAK	NO
13	15"	PINE	NO
14	25"	OAK	YES
15	24"	OAK	YES
16	17"	OAK	NO
17	17"	OAK	NO
18	26"	OAK	YES
19	18"	OAK	NO
20	12"	OAK	NO
21	20"	OAK	NO
22	26"	PINE	YES
23	18"	PINE	NO
24	14"	OAK	NO
25	14"	OAK	NO
26	18"	PINE	NO
27	27"	OAK	YES
28	20"	PINE	NO
29	30"	PINE	YES
30	13"	OAK	NO
31	12"	OAK	NO
32	13"	PINE	NO
33	16"	OAK	NO

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
34	12"	OAK	NO
35	12"	PINE	NO
36	18"	PINE	NO
37	18"	PINE	NO
38	15"	OAK	NO
39	12"	PINE	NO
40	28"	OAK	YES
41	30"	OAK	YES
42	18"	PINE	NO
43	18"	PINE	NO
44	19"	PINE	NO
45	20"	PINE	NO
46	20"	PINE	NO
47	20"	PINE	NO
48	14"	PINE	NO
49	22"	PINE	NO
50	15"	PINE	NO
51	14"	PINE	NO
52	12"	PINE	NO
53	13"	PINE	NO
54	12"	PINE	NO
55	12"	PINE	NO
56	14"	PINE	NO
57	18"	OAK	NO
58	22"	PINE	NO
59	14"	PINE	NO
60	14"	PINE	NO
61	29"	OAK	YES
62	30"	OAK	YES
63	25"	OAK	YES

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
64	20"	PINE	NO
65	22"	OAK	NO
66	12"	OAK	NO
67	19"	PINE	NO
68	12"	PINE	NO
69	38"	OAK	YES
70	28"	PINE	YES
71	14"	PINE	NO
72	20"	PINE	NO
73	21"	PINE	NO
74	20"	PINE	NO
75	20"	PINE	NO
76	14"	PINE	NO
77	12"	PINE	NO
78	19"	PINE	NO
79	18"	PINE	NO
80	16"	PINE	NO
81	16"	PINE	NO
82	20"	PINE	NO
83	24"	OAK	YES
84	21"	OAK	NO
85	29"	OAK	YES
86	20"	OAK	NO
87	18"	OAK	NO
88	16"	PINE	NO
89	15"	PINE	NO
90	24"	PINE	YES
91	16"	PINE	NO
92	15"	PINE	NO
93	30"	OAK	YES

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
94	26"	OAK	YES
95	14"	PINE	NO
96	20"	PINE	NO
97	14"	PINE	NO
98	16"	PINE	NO
99	18"	PINE	NO
100	14"	PINE	NO
101	14"	PINE	NO
102	13"	PINE	NO
103	20"	PINE	NO
104	15"	PINE	NO
105	20"	PINE	NO
106	20"	PINE	NO
107	19"	PINE	NO
108	19"	PINE	NO
109	15"	PINE	NO
110	16"	PINE	NO
111	15"	PINE	NO
112	28"	PINE	YES
113	16"	PINE	NO
114	17"	PINE	NO
115	15"	PINE	NO
116	14"	PINE	NO
117	25"	PINE	YES
118	16"	PINE	NO
119	18"	PINE	NO
120	22"	PINE	NO
121	22"	PINE	NO
122	19"	PINE	NO
123	26"	PINE	YES

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
124	30"	PINE	YES
125	18"	PINE	NO
126	19"	OAK	NO
127	25"	OAK	YES
128	28"	PINE	YES
129	18"	OAK	NO
130	25"	OAK	YES
131	18"	OAK	NO
132	18"	PINE	NO
133	16"	PINE	NO
134	18"	PINE	NO
135	16"	PINE	NO
136	20"	PINE	NO
137	26"	PINE	YES
138	18"	PINE	NO
139	20"	PINE	NO
140	20"	PINE	NO
141	25"	PINE	YES
142	20"	PINE	NO
143	30"	PINE	YES
144	22"	PINE	NO
145	30"	OAK	YES
146	15"	PINE	NO
147	30"	OAK	YES
148	24"	OAK	YES
149	18"	PINE	NO
150	19"	OAK	NO
151	15"	OAK	NO
152	15"	OAK	NO
153	20"	OAK	NO

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
154	19"	OAK	NO
155	17"	OAK	NO
156	25"	OAK	YES
157	26"	OAK	YES
158	32"	OAK	YES
159	24"	OAK	YES
160	21"	OAK	NO
161	28"	OAK	YES
162	30"	OAK	YES
163	42"	OAK	YES
164	20"	OAK	NO
165	20"	OAK	NO
166	20"	OAK	NO
167	18"	OAK	NO
168	20"	OAK	NO
169	18"	OAK	NO
170	22"	OAK	NO
171	24"	OAK	YES
172	17"	OAK	NO
173	26"	OAK	YES
174	20"	OAK	NO
175	19"	OAK	NO
176	30"	OAK	YES
177	15"	OAK	NO
178	22"	OAK	NO
179	25"	OAK	YES
180	27"	OAK	YES
181	20"	OAK	NO
182	22"	OAK	NO
183	18"	OAK	NO

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
184	25"	OAK	YES
185	26"	OAK	YES
186	18"	OAK	NO
187	20"	PINE	NO
188	18"	PINE	NO
189	18"	OAK	NO
190	20"	OAK	NO
191	20"	OAK	NO
192	18"	OAK	NO
193	32"	OAK	YES
194	34"	OAK	YES
195	28"	OAK	YES
196	31"	OAK	YES
197	20"	OAK X2	NO
198	26"	OAK	YES
199	18"	OAK	NO
200	21"	OAK	NO
201	19"	OAK	NO
202	29"	OAK	YES
203	26"	OAK	YES
204	25"	OAK	YES
205	26"	OAK	YES
206	20"	OAK	NO
207	25"	OAK	YES
208	18"	OAK	NO
209	23"	OAK	NO
210	22"	OAK	NO
211	25"	OAK	YES
212	24"	OAK	YES
213	32"	OAK	YES

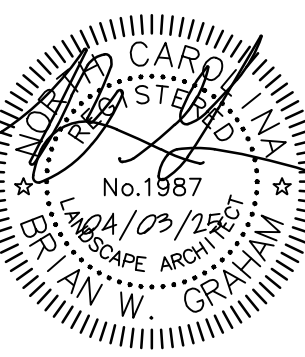
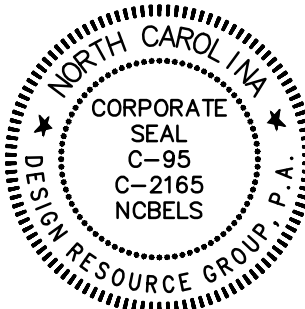
TREE TABLE			
#	DBH	SPECIES	SPECIMEN
214	19"	OAK	NO
215	20"	PINE	NO
216	22"	PINE	NO
217	20"	OAK	NO
218	20"	PINE	NO
219	22"	OAK	NO
220	18"	PINE	NO
221	30"	OAK	YES
222	30"	OAK	YES
223	20"	OAK	NO
224	32"	OAK	YES
225	30"	OAK	YES
226	25"	OAK	YES
227	22"	OAK	NO
228	30"	OAK	YES
229	30"	PINE	YES
230	28"	PINE	YES
231	25"	PINE	YES
232	12"	DOGWOOD	YES
233	15"	OAK	NO
234	21"	OAK	NO
235	44"	OAK	YES
236	42"	OAK	YES
237	16"	OAK	NO
238	20"	OAK	NO
239	15"	OAK	NO
240	17"	OAK	NO
241	20"	OAK	NO
242	24"	OAK	YES
243	21"	OAK	NO

TREE LEGEND:			
SPECIMEN TREE			
NON SPECIMEN TREE			



LANDSCAPE ARCHITECTURE
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REZONING/SKETCH

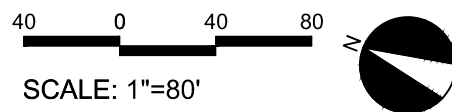
MISSION STUMPTOWN ROAD

CHARLOTTE, NORTH CAROLINA

MISSION PROPERTIES, LLC

1114 CLEMENT AVE. #100
CHARLOTTE, NC 28205
704.307.8265

EXISTING
FEATURES
PLAN

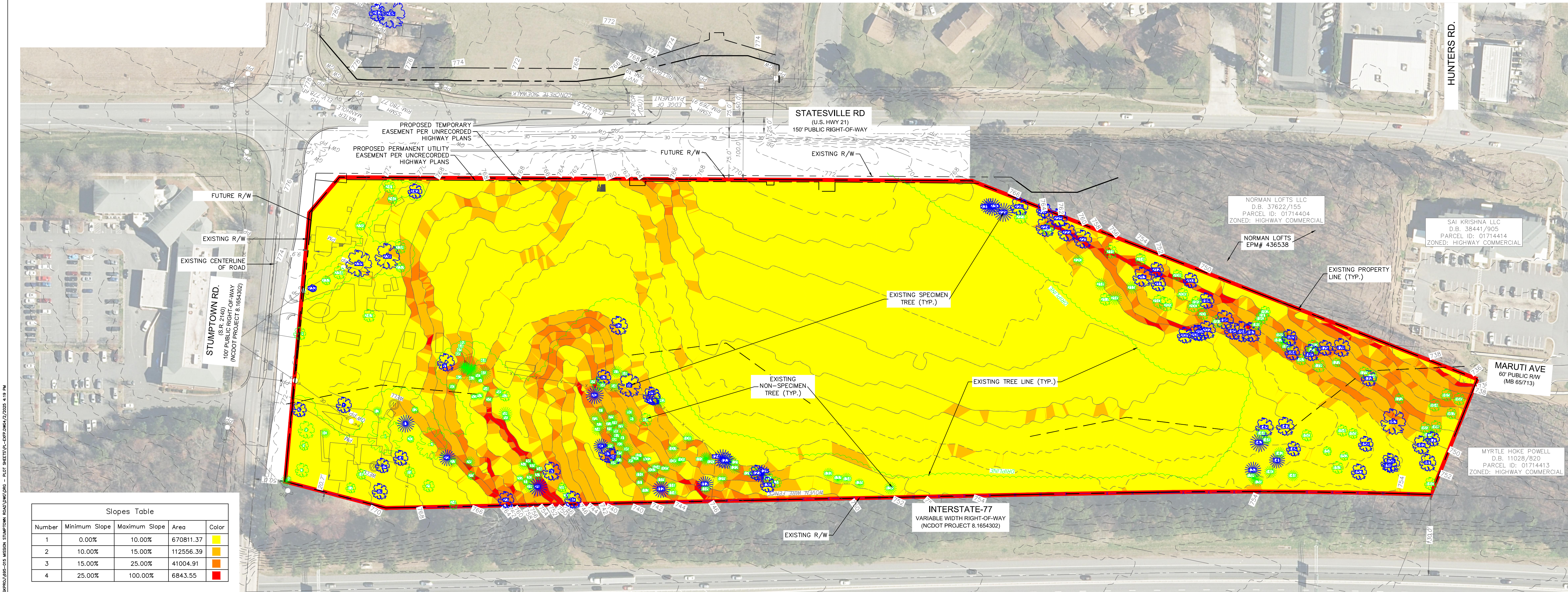


PROJECT #: 695-015
DRAWN BY: BG
CHECKED BY: TH

FEBRUARY 10, 2025

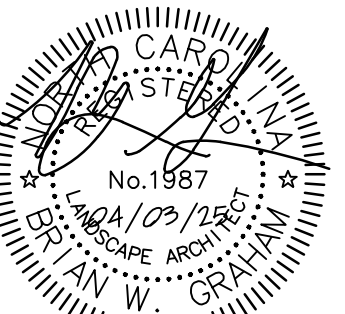
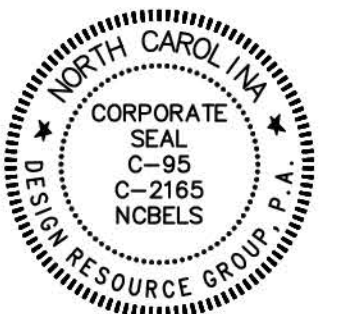
REVISIONS:
1. 04/03/25 PER STAFF COMMENTS

RZ1.00



Slopes Table				
Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	10.00%	670811.37	Yellow
2	10.00%	15.00%	112556.39	Orange
3	15.00%	25.00%	41004.91	Red-Orange
4	25.00%	100.00%	6843.55	Red

D:\WORKSPACE\045-015 MISSION STUMPTOWN ROAD\DWG\DESIGN DEVELOPMENT\VEHICULAR DESIGN OF PHOTOGRAPH RENDERING\LAYERS\SITE PLAN\DWG17/1/2024 1:14 PM



REZONING/SKETCH

MISSION STUMPTOWN ROAD

CHARLOTTE, NORTH CAROLINA

MISSION PROPERTIES, LLC

1114 CLEMENT AVE #100
CHARLOTTE, NC 28205
704.307.8265

**ILLUSTRATIVE
SITE PLAN**

40 0 40 80
SCALE: 1"=80'

PROJECT #: 695-015
DRAWN BY: SG
CHECKED BY: BG

FEBRUARY 10, 2025

REVISIONS:
1. 04/03/25 PER STAFF COMMENTS

RZ1.10

SITE DATA TABLE	
TOTAL AREA (ACRES, SQUARE FEET)	19.08 AC, 831,012 SF
PROPOSED DISTURBED AREA (ACRES, SQUARE FEET)	16.95 AC, 738,267 SF
RIVER BASIN	MCDOWELL
STREAM CLASSIFICATION	
PRINCIPAL USE(S) (Z.O. ARTICLE 3)	APARTMENTS (LOT #1) & COMMERCIAL (LOT #2)
BUILDING TYPE (Z.O. ARTICLE 3, 4, & 8.10)	APARTMENT BUILDING, HIGHWAY COMMERCIAL
OVERLAY DISTRICT, IF APPLICABLE (Z.O. ARTICLE 3)	N/A
PERCENTAGE OF IMPERVIOUS ALLOWED (Z.O. ARTICLE 3)	N/A
PERCENTAGE OF IMPERVIOUS SHOWN	70%
LOT COUNT	3
TOTAL NUMBER OF DWELLINGS (DETACHED/ATTACHED)	247 APARTMENT UNITS (123 1BR, 96 2BR, 28 3 BR)
MIXED-USE/# OF LIVE/WORK UNITS	N/A
TOTAL AREA OF RESIDENTIAL	TBD
TOTAL AREA OF NON-RESIDENTIAL (SQUARE FEET)	40,000 SF
LOT SIZE RANGE	N/A
NUMBER OF LOTS WITHIN EACH RANGE	N/A
LOT WIDTHS RANGE (Z.O. ARTICLE 3)	N/A
NUMBER OF LOTS WITHIN EACH WIDTH	N/A
SETBACKS AND BUILD-TO-LINES (Z.O. ARTICLE 3, 4, & 8)	
FRONT BTL RANGE OR SETBACK	10'-25' STATESVILLE ROAD AND STUMPTOWN ROAD 0'-25' LOT #1 RESIDENTIAL DEVELOPMENT AREA 0'-15' LOT #2 COMMERCIAL DEVELOPMENT AREA
CORNER SETBACKS	N/A
REAR SETBACKS	8'
RIGHT SIDE SETBACK	8'
LEFT SIDE SETBACK	8'
WATERSHED INFORMATION (Z.O. ARTICLE 3 AND S.O. SECTION 7.290)	
IS PROPERTY IN A REGULATED WATERSHED DISTRICT?	NO
WATERSHED DISTRICT	MCDOWELL
LOW DENSITY/HIGH DENSITY	HIGH
PERCENTAGE OF ALLOWABLE IMPERVIOUS AREA	N/A
PERCENTAGE OF IMPERVIOUS AREA SHOWN ON PLANS	70%
AMOUNT OF LOT AREA SET ASIDE FOR FUTURE IMPERVIOUS	NONE
PROPOSED MODIFICATION OF REZONING PLAN	1. SIDEYARD PARKING IS PERMITTED, PROVIDED ADDITIONAL LANDSCAPE SCREENING AND 36" MINIMUM HEIGHT SCREEN WALL ARE PROVIDED AS SHOWN ON THE REZONING PLAN. 2. BUFFER DISTURBANCE IN THE 1-77 BUFFER IS PERMITTED FOR GRADING SO LONG AS SUCH DISTURBANCE DOES NOT ENCRoACH MORE THAN TWENTY (20) FEET INTO THE BUFFER, PROVIDED AN ALTERNATE BUFFER YARD PLAN IS SUBMITTED IN ACCORDANCE WITH SECTION 7.5.4 OF THE ORDINANCE. 3. THE BUILD-TO LINE ALONG STUMPTOWN ROAD, STATESVILLE ROAD AND MARUTI DRIVE MAY VARY TO ACCOMMODATE BUILDING ORIENTATION TO THE EXTENT NOT PARALLEL WITH RIGHT OF WAY AND TO ACCOMMODATE FUTURE NC DOT ROADWAY IMPROVEMENTS. 4. MULTI-FAMILY UNITS MAY COMPRISE UP TO ONE HUNDRED PERCENT (100%) OF THE RESIDENTIAL UNITS. APARTMENT BUILDINGS MAY BE FOUR-STORY BUILDINGS WITH A MAXIMUM HEIGHT OF 44', PROVIDED THAT PORTIONS OF RESIDENTIAL BUILDINGS AND APARTMENT BUILDINGS WITHIN THIRTY FEET (30') OF THE RIGHT-OF-WAY OF STATESVILLE ROAD WILL BE NO HIGHER THAN THREE (3) STORIES. 5. THE LENGTH OF BLOCK A MAY BE INCREASED TO 740 FEET.

SITE DATA TABLE (CONT'D)	
TAX MAP NO:	01714405, 01714406
PROJECT ADDRESS	14403 STUMPTOWN ROAD, HUNTERSVILLE, NC 28078
CITY	HUNTERSVILLE
COUNTY	MECKLENBURG
EXISTING ZONING	NR
PROPOSED ZONING	HC(CD) CONDITIONAL ZONING HIGHWAY COMMERCIAL DISTRICT
EXISTING USE	SINGLE FAMILY
PROPOSED USE	MIXED
MINIMUM BUILDING SEPARATION	10'
URBAN OPEN SPACE	PLAZA(S), MINI-PARK(S) AND PEDESTRIAN PASSAGEWAY
AMENITY	PRIVATE POOL COURTYARD & DOG PARK
BUILDING HEIGHT:	1, 2, 3, & 4 STORY
TRASH AND RECYCLING	34 CY COMPACTOR, 200 SF RECYCLING AREA
TOTAL AREA OF NON-RESIDENTIAL (SQUARE FEET)	40,000 SF MAXIMUM
PARKING	
REQUIRED PARKING (RESIDENTIAL)	309 SPACES (1 SP/1 BR UNIT, 1.5 SP/2 BR UNIT)
REQUIRED PROVIDED (RESIDENTIAL)	316 STANDARD SPACES 78 ON STREET SPACES 24 GARAGE SPACES 418 RESIDENTIAL SPACES TOTAL (1.69 SP/UNIT)
REQUIRED PARKING (COMMERCIAL)	80 SPACES (1 SP/500 SF)
REQUIRED PROVIDED (COMMERCIAL)	136 STANDARD SPACES 19 ON STREET SPACES 155 COMMERCIAL SPACES TOTAL (1.94 SP/500 SF)
BIKE PARKING PROVIDED (RESIDENTIAL)	8 SPACES [(4) 2 SPACE RACKS]
REQUIRED PARKING (COMMERCIAL)	8 SPACES [(4) 2 SPACE RACKS]
LOT USES:	
LOT #1	MULTIFAMILY INCLUDING COMMERCIAL AT GROUND FLOOR OF BLDG #8
LOT #2	ALL COMMERCIAL PERMITTED IN HC EXCLUDING DRIVE THRU RETAIL (WITH THE EXCEPTION OF A BANK)

GENERAL NOTES:

- ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH ALL ZONING AND SUBDIVISION STANDARDS OF THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, AND NC DOT, AS APPLICABLE.
- THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD.
- ALL APPLICABLE FEDERAL, STATE, AND LOCAL ENVIRONMENTAL PERMITS AND APPROVALS WILL BE OBTAINED BY DEVELOPER.
- ALL AREAS DESIGNATED AS COMMON AND/OR URBAN OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER AND DEDICATED FOR PERPETUITY.
- ACCESS (INGRESS/EGRESS) LOCATION AND DESIGN SHOWN ON THIS PLAN AREA SUBJECT TO ACHIEVING VERTICAL AND HORIZONTAL SIGHT DISTANCES, TURN LANE IMPROVEMENTS (INCLUDING) RIGHT-OF-WAY) AND INTERSECTION WITH ADJACENT AND OPPOSING ACCESS POINTS. MODIFICATIONS TO PLAN MY RESULT.
- LARGE MATURING TREES WILL BE PLANTED 40' O/C WITHIN THE REQUIRED PLANTING STRIP ALONG ALL STREETS WITH THE EXCEPTION OF RURAL PARKWAYS WHERE EXISTING TREES CAN SATISFY THE STREET TREE REQUIREMENT.
- SMALL MATURING TREES ARE TO BE USED WHERE OVERHEAD POWER LINES EXIST.
- ONCE THE STREETS ARE ACCEPTED BY THE TOWN, STREET TREES SHALL BE MAINTAINED AND CARED FOR BY THE PROPERTY OWNER ADJACENT TO THE TREE EXCEPT IN SUBDIVISIONS WHERE THE PROPERTY OWNER ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE (ZO, ARTICLE 7.3.7)
- BLOCK LENGTHS SHALL ADHERE TO THE APPROVED SUBDIVISION SKETCH PLAN.
- SIDE LOT LINES, SIDE LOT LINES SHALL, AS NEARLY AS PRACTICABLE, BE AT RIGHT ANGLES OR RADIAL TO STREET LINES. WHERE SIDE LOT LINES INTERSECT AT THE REAR OF THE LOT, THE ANGLE OF INTERSECTION SHALL NOT BE LESS THAN 60 DEGREES. (SECT. 7.220 TOH SO)
- ARTICLE 8.16.2: ALLEY ACCESS FOR ON-SITE PARKING IS STRONGLY ENCOURAGED FOR THREE-UNIT OR MORE ATTACHED HOUSE TYPES.
- DIRECT ACCESS FROM LOTS TO A THOROUGHFARE IS PROHIBITED.
- BUILD-TO LINE (10'-25' ALONG PERIMETER PUBLIC ROADS/0'-25' FOR APARTMENTS ALONG INTERIOR PUBLIC ROADS, 0'-15' FOR COMMERCIAL ALONG INTERIOR PUBLIC ROADS). A LINE EXTENDING THROUGH A LOT WHICH IS GENERALLY PARALLEL TO THE FRONT PROPERTY LINE AND MARKS THE LOCATION FROM WHICH THE PRINCIPLE VERTICAL PLANE OF THE FRONT BUILDING ELEVATION, EXCLUSIVE OF PORCHES, BAY WINDOWS AND SIMILAR APPURTENANCES, MUST BE ERCTED; INTENDED TO CREATE AN EVEN BUILDING FACADE LINE ON A STREET. THE BUILD-TO LINE IS ESTABLISHED ON THE RECORD PLAT (FINAL PLAT).
- MAIL DELIVERY TO BE A COMMUNAL STRUCTURE FOR THE ENTIRE PROJECT. TRASH AND RECYCLING TO BE PROVIDED VIA PRIVATE COLLECTION.
- LOTS SUBJECT TO FLOODING SHOULD NOT BE ESTABLISHED IN SUBDIVISIONS EXCEPT AS PROVIDED IN SECTION 7.280.
- ALL ROOF MOUNTED MECHANICAL EQUIPMENT WILL BE SCREENED FROM VIEW FROM PUBLIC RIGHT-OF-WAY.
- RETAINING WALL PLANS ARE REQUIRED TO BE SUBMITTED WITH FIRST SUBMITTAL OF CONSTRUCTION DOCUMENTS REVIEW.
- TIA DETERMINATION OF NEED WAS SUBMITTED.
- THE SITE WILL BE SERVED THROUGH A MIXTURE OF PUBLIC AND PRIVATE UTILITIES. THROUGHOUT ON-SITE PUBLIC ROADS, CHARLOTTE WATER AND SEWER SERVICE WILL BE EXTENDED AND USED AS CONNECTION POINTS FOR PRIVATE WATER AND SEWER.
- ALL SIGNS WILL BE REVIEWED AND APPROVED SEPARATELY AND SHALL MEET THE REQUIREMENTS OF ARTICLE 10.

HVAC NOTE:

- HVAC CONDENSERS TO BE LOCATED ON THE ROOFS OR SIDE AND REARS OF MULTIFAMILY BUILDINGS WITH SCREENING

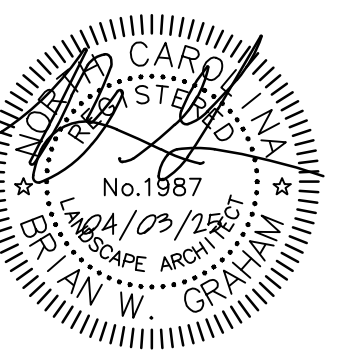
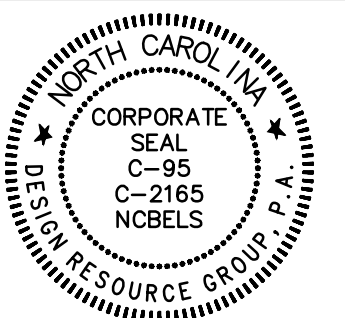
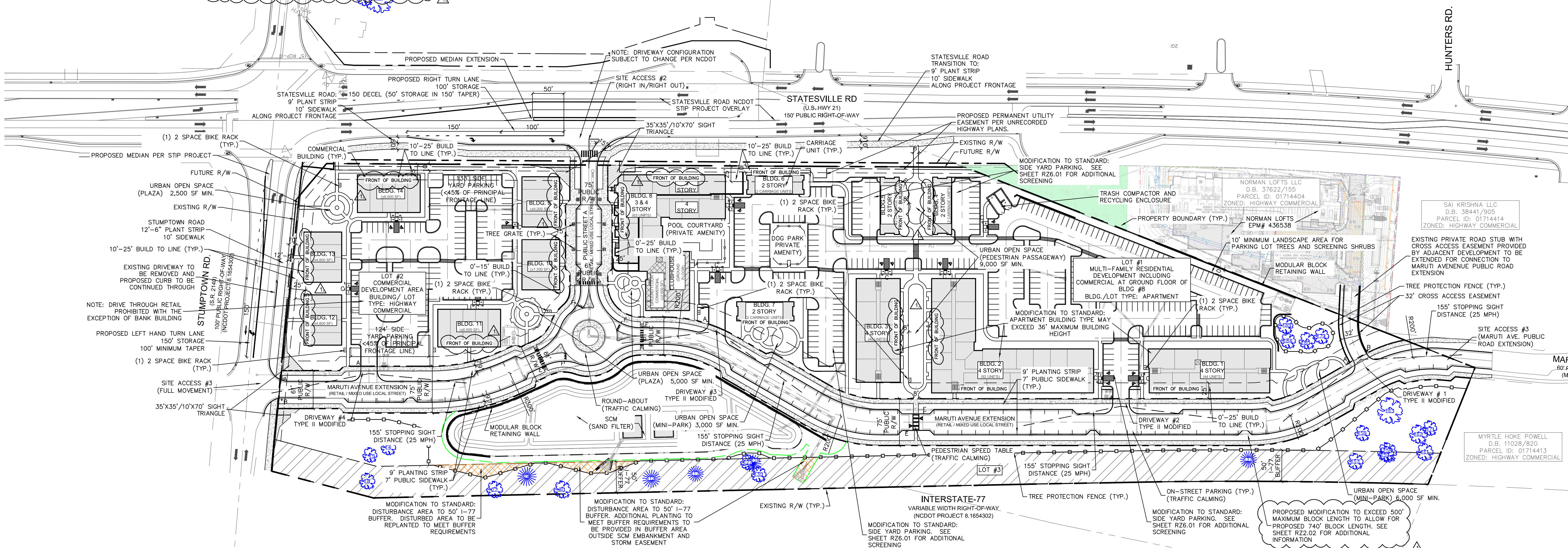
FIRE ACCESS NOTE:

- ALL EMERGENCY FIRE APPARATUS ACCESS ROADS SHALL BE CAPABLE OF SUPPORTING THE IMPOSED LOAD OF A FIRE APPARATUS WEIGHING AT LEAST EIGHTY-FIVE THOUSAND (85,000) POUNDS IN ANY WEATHER CONDITION. THE ACCESS ROAD MINIMUM UNSTRUCTURED WIDTH SHALL BE TWENTY (20) FEET, EXCLUSIVE OF SHOULDERS, WITH A THIRTY (30) FEET, SIX INCH (3'6") UNSTRUCTURED VERTICAL HEIGHT AND SHALL NOT EXCEED A TEN PERCENT (10%) GRADE.

SIGN LEGEND

- A STOP SIGN (R1-1 30" x 30")
- B STREET NAME SIGN
- C ACCESSIBLE SIGNAGE
- D SPEED LIMIT SIGN (R2-1 24" x 30") 20 MPH
- E PEDESTRIAN CROSSING SIGN
- F YIELD SIGN

*NOTE: STOP AND SPEED LIMIT SIGNS TO BE MUTCD STANDARD PROVIDED; AND INSTALLED BY OWNER/CONTRACTOR



REZONING/SKETCH

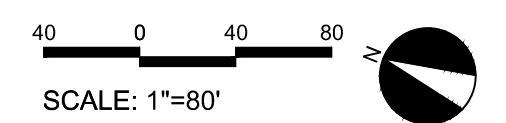
MISSION STUMPTOWN ROAD

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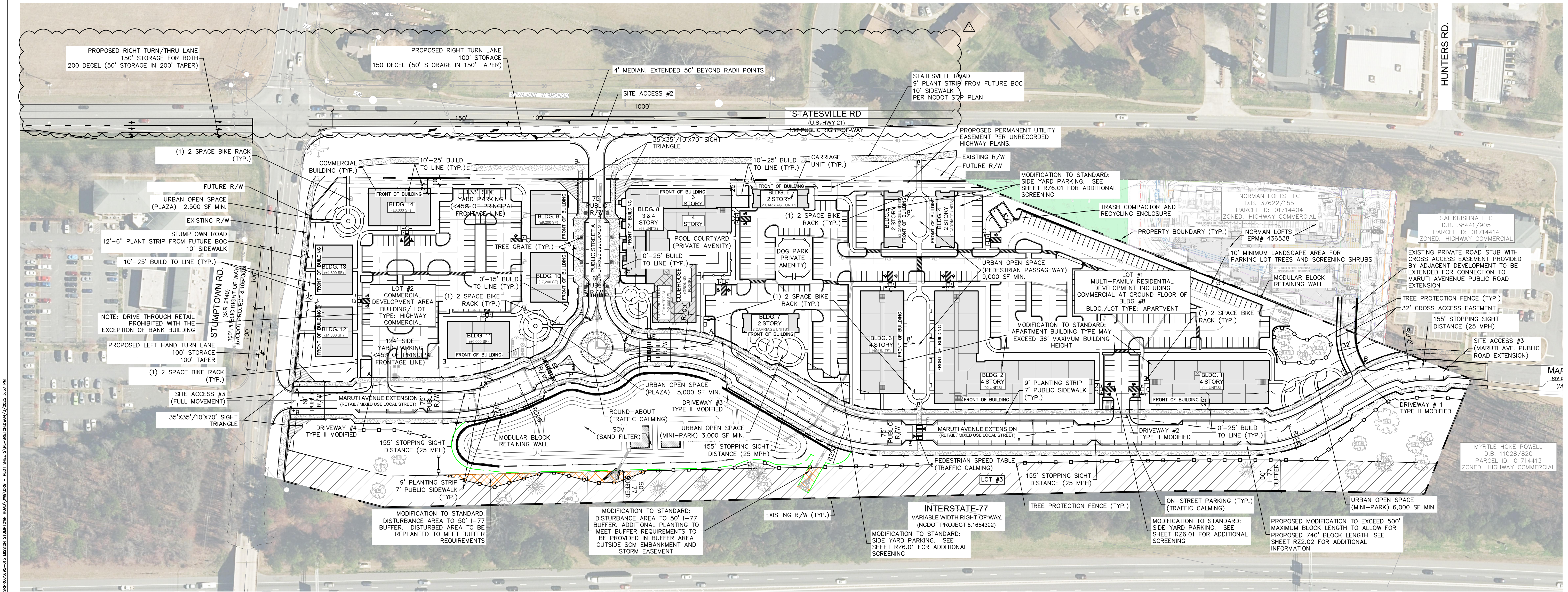
SITE PLAN



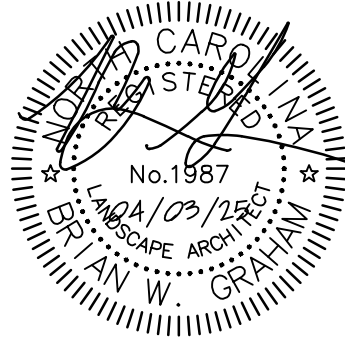
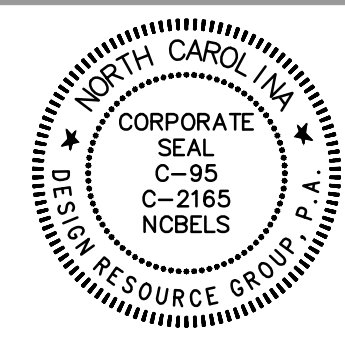
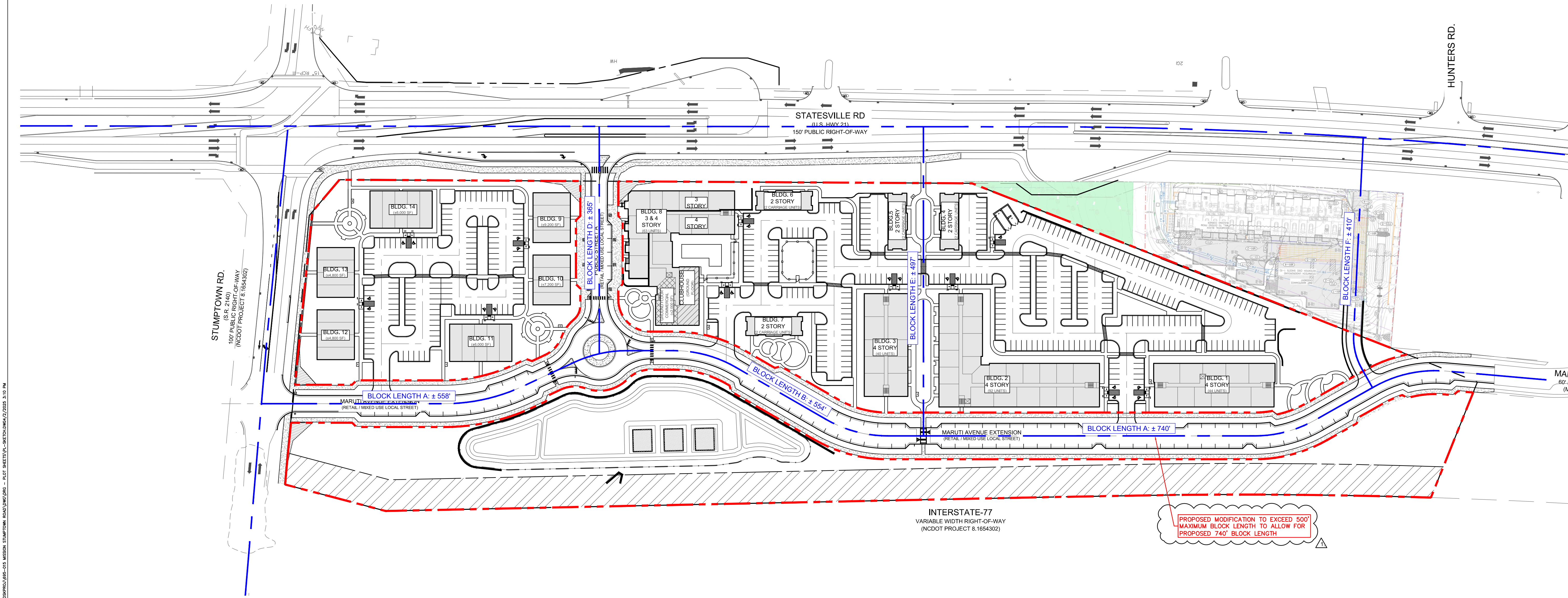
PROJECT #: 695-015
DRAWN BY: BG
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REVISIONS:
A04/03/25 PER STAFF COMMENTS



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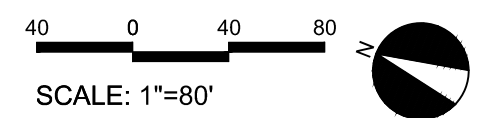


REZONING/SKETCH

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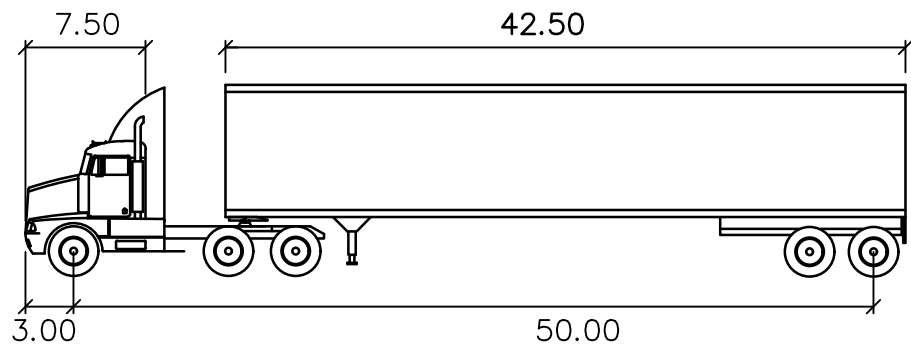
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LENGTH PLAN**



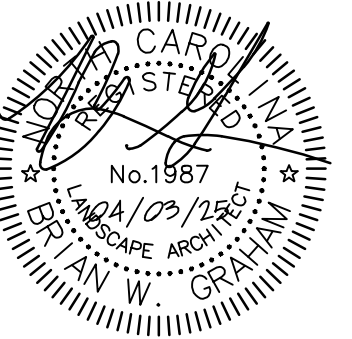
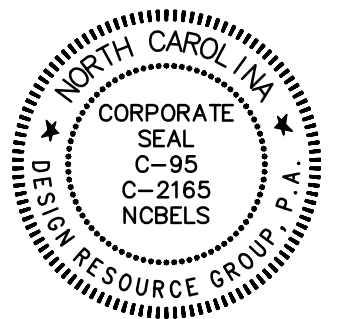
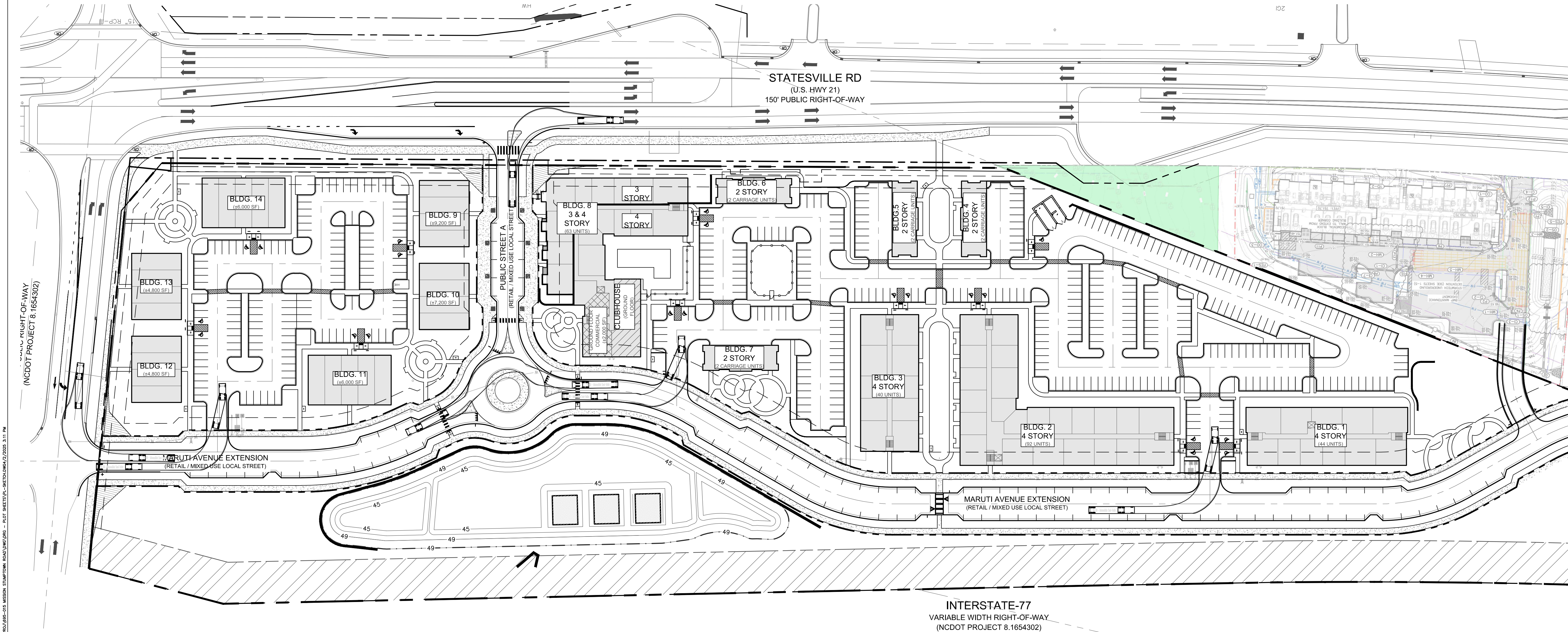
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REVISIONS:
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WB-50	feet	
Tractor Width	: 8.00	Lock to Lock Time : 6.00
Trailer Width	: 8.50	Steering Angle : 17.70
Tractor Track	: 8.00	Articulating Angle : 70.00
Trailer Track	: 8.50	



REZONING/SKETCH

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WB-50
TURNING
MOVEMENTS

SCALE: 1"=60'

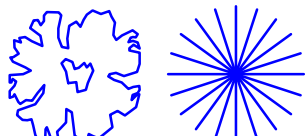
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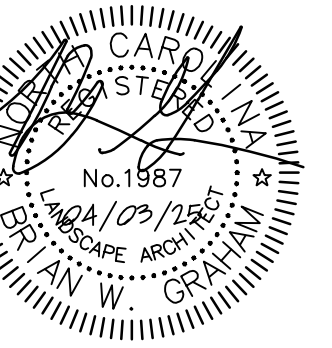
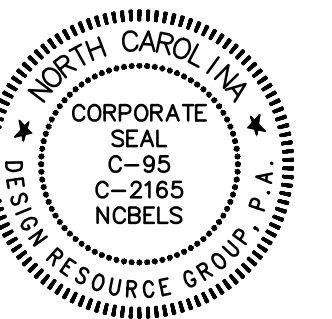
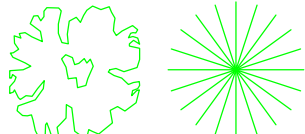
REVISIONS:
1. 04/03/25 PER STAFF COMMENTS

TREE LEGEND:

SPECIMEN TREE TO BE SAVED



NON SPECIMEN TREE TO BE SAVED



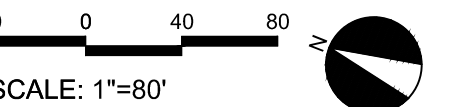
REZONING/SKETCH

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GRADING
PLAN

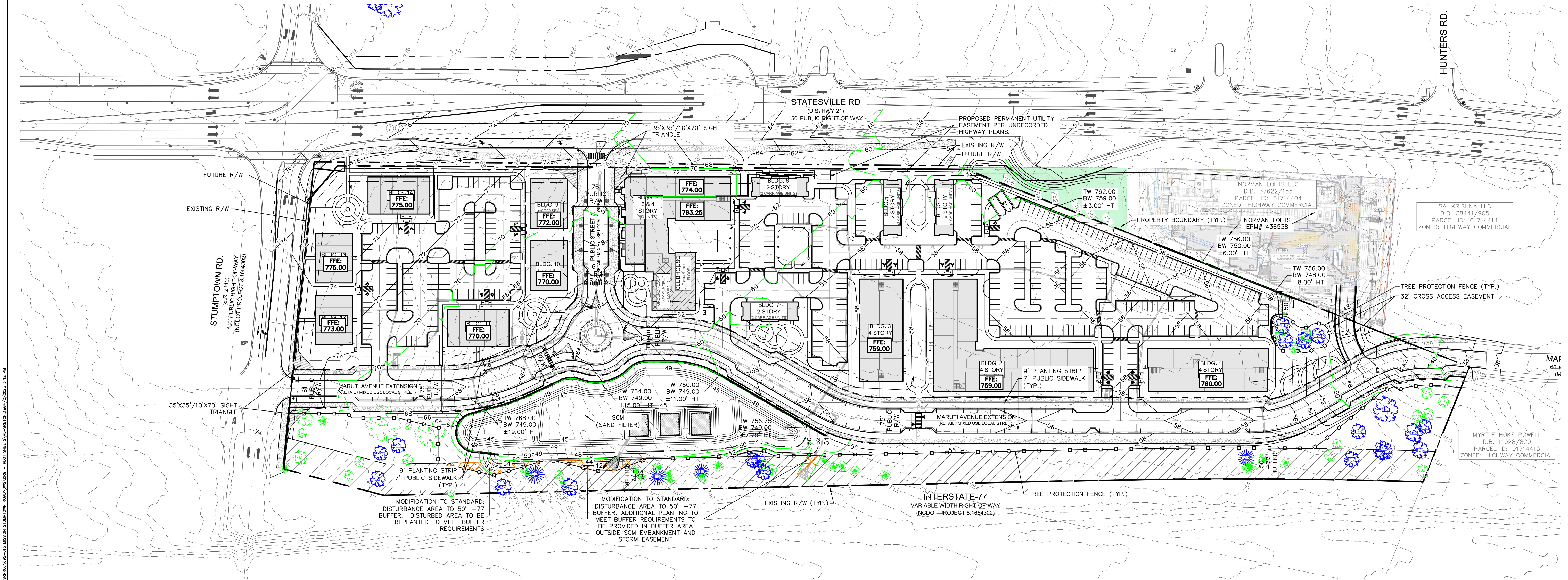


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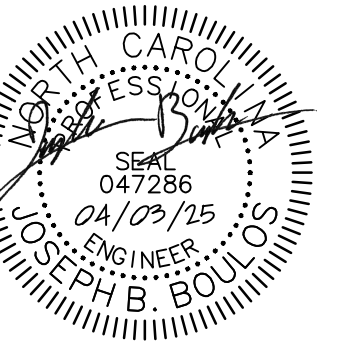
REVISIONS:
1. 04/03/25 PER STAFF COMMENTS

RZ4.00





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0 40 80
SCALE: 1"=80'

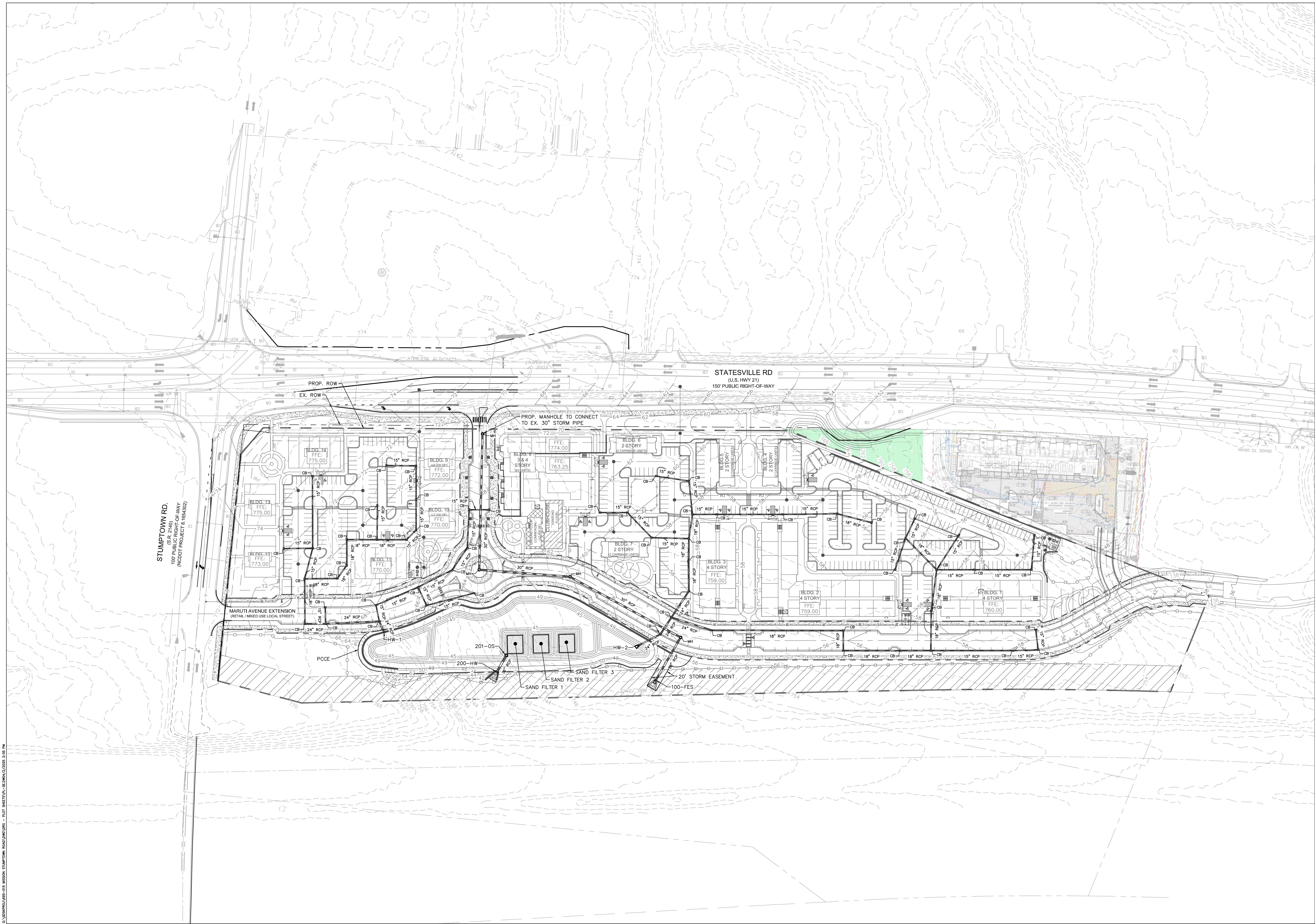
PROJECT #: 695-015
DRAWN BY: AVK
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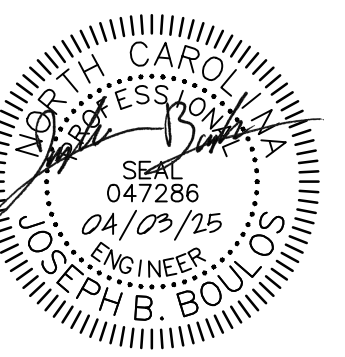
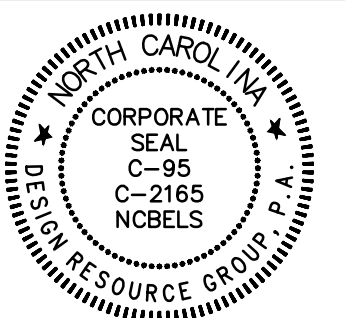
FEBRUARY 10, 2025

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RZ4.50





REZONING/SKETCH

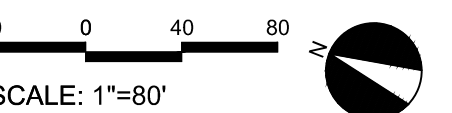
MISSION STUMPTOWN ROAD

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UTILITY PLAN

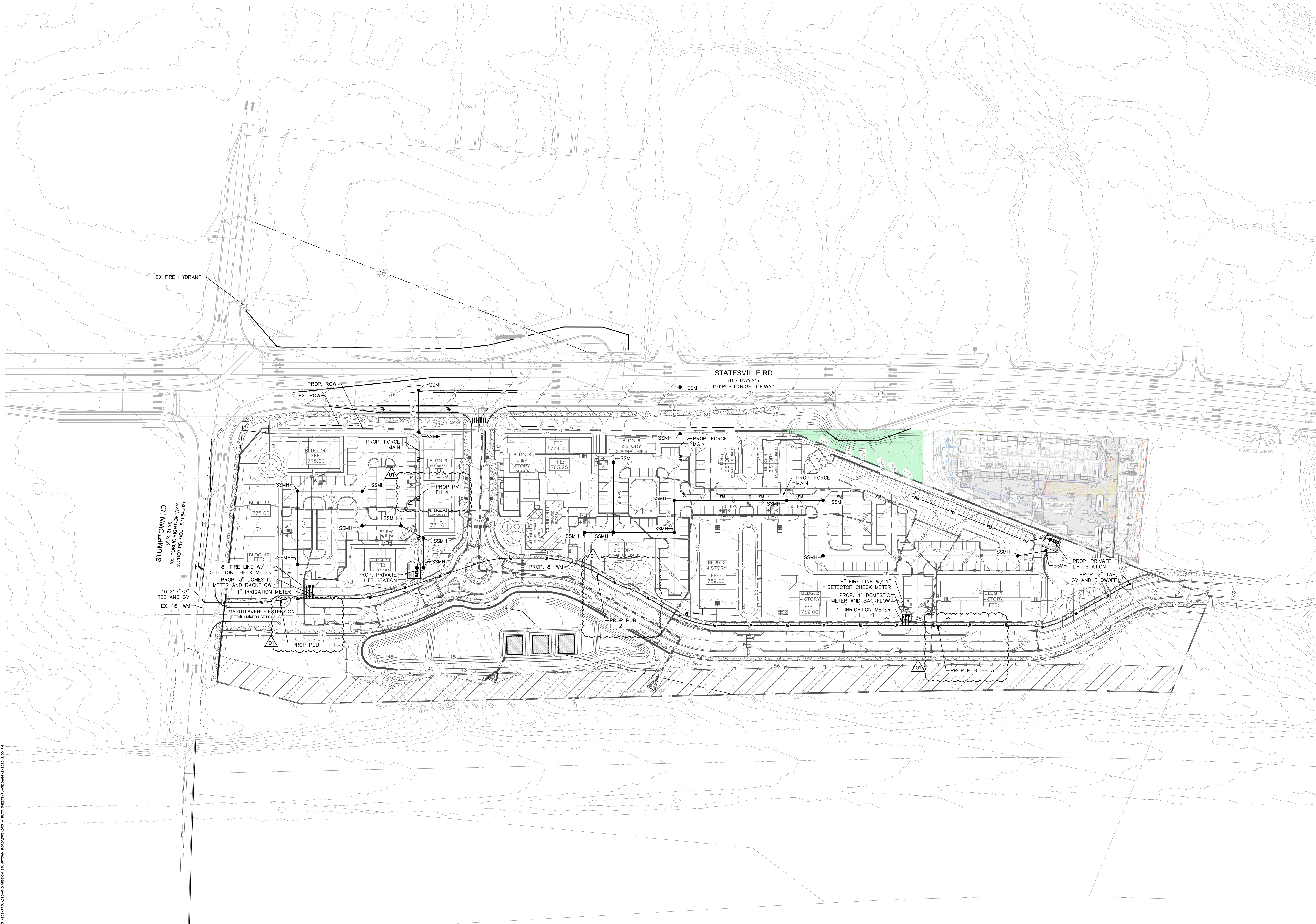


PROJECT #: 695-015
DRAWN BY: AVK
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RZ5.00



TREE PRESERVATION AND CANOPY (NR ZONED PORTION OF SITE)

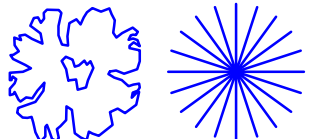
HERITAGE TREES	
NUMBER OF HERITAGE TREES ON-SITE	0
NUMBER OF HERITAGE TREES SAVED	N/A
PERCENTAGE OF HERITAGE TREES REQUIRED TO SAVE	N/A
PERCENTAGE OF HERITAGE TREES ACTUALLY SAVED	N/A
SPECIMEN TREES	
NUMBER OF SPECIMEN TREES ON-SITE	77
NUMBER OF SPECIMEN TREES SAVED	24
PERCENTAGE OF SPECIMEN TREES REQUIRED TO SAVE	30%
PERCENTAGE OF SPECIMEN TREES ACTUALLY SAVED	30%
TREE CANOPY	
PERCENTAGE OF SITE COVERED BY TREE CANOPY	±43%
PERCENTAGE OF TREE CANOPY PRESERVATION REQUIRED BY DISTRICT	0%
PERCENTAGE OF TREE CANOPY PRESERVATION PROVIDED	±14%

MITIGATION STRATEGY.

FOR SPECIMEN TREE MITIGATION, THE DEVELOPER MAY MITIGATE THE REMOVAL OF SPECIMEN TREES BY PLANTING NEW TREES ON THE SITE WHOSE TOTAL CALIPER (DBH) EQUALS 100% OF THE TOTAL CALIPER OF TREES (DBH) TO BE REMOVED ABOVE THE ORDINANCE REQUIREMENT. IF SITE CONDITIONS ARE NOT CONDUCTIVE FOR HEALTHY TREE PLANTING ON SITE, THE DEVELOPER MAY CONTRIBUTE TO A TREE FUND/BANK AS DESCRIBED ABOVE. NEWLY PLANTED STREET TREES, PARKING LOT TREES, AND BUFFER TREES DO NOT COUNT TOWARD THE MITIGATION CALCULATION

TREE LEGEND:

SPECIMEN TREE TO BE SAVED



SPECIMEN TREE TO BE REMOVED



NON SPECIMEN TREE TO BE SAVED



NON SPECIMEN TREE TO BE REMOVED



TREE TABLE			
#	DBH	SPECIES	SPECIMEN
1	60"	OAK	YES
2	52"	OAK	YES
3	23"	OAK	NO
4	18"	PINE	NO
5	16"	OAK	NO
6	28"	OAK	YES
7	24"	OAK	YES
8	21"	OAK	NO
9	26"	OAK	YES
10	16"	PINE	NO
11	28"	PINE	YES
12	12"	OAK	NO
13	15"	PINE	NO
14	25"	OAK	YES
15	24"	OAK	YES
16	17"	OAK	NO
17	17"	OAK	NO
18	26"	OAK	YES
19	18"	OAK	NO
20	12"	OAK	NO
21	20"	OAK	NO
22	26"	PINE	YES
23	18"	PINE	NO
24	14"	OAK	NO
25	14"	OAK	NO
26	18"	PINE	NO
27	27"	OAK	YES
28	20"	PINE	NO
29	30"	PINE	YES
30	13"	OAK	NO
31	12"	OAK	NO
32	13"	PINE	NO
33	16"	OAK	NO

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
34	12"	OAK	NO
35	12"	PINE	NO
36	18"	PINE	NO
37	18"	PINE	NO
38	15"	OAK	NO
39	12"	PINE	NO
40	28"	OAK	YES
41	30"	OAK	YES
42	18"	PINE	NO
43	18"	PINE	NO
44	19"	PINE	NO
45	20"	PINE	NO
46	20"	PINE	NO
47	20"	PINE	NO
48	14"	PINE	NO
49	22"	PINE	NO
50	15"	PINE	NO
51	14"	PINE	NO
52	12"	PINE	NO
53	13"	PINE	NO
54	12"	PINE	NO
55	12"	PINE	NO
56	14"	PINE	NO
57	18"	OAK	NO
58	22"	PINE	NO
59	14"	PINE	NO
60	14"	PINE	NO
61	29"	OAK	YES
62	30"	OAK	YES
63	25"	OAK	YES

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
64	20"	PINE	NO
65	22"	OAK	NO
66	12"	OAK	NO
67	19"	PINE	NO
68	12"	PINE	NO
69	38"	OAK	YES
70	28"	PINE	YES
71	14"	PINE	NO
72	20"	PINE	NO
73	21"	PINE	NO
74	20"	PINE	NO
75	20"	PINE	NO
76	14"	PINE	NO
77	12"	PINE	NO
78	19"	PINE	NO
79	18"	PINE	NO
80	16"	PINE	NO
81	16"	PINE	NO
82	20"	PINE	NO
83	24"	OAK	YES
84	21"	OAK	NO
85	29"	OAK	YES
86	20"	OAK	NO
87	18"	OAK	NO
88	16"	PINE	NO
89	15"	PINE	NO
90	24"	PINE	YES
91	16"	PINE	NO
92	15"	PINE	NO
93	30"	OAK	YES

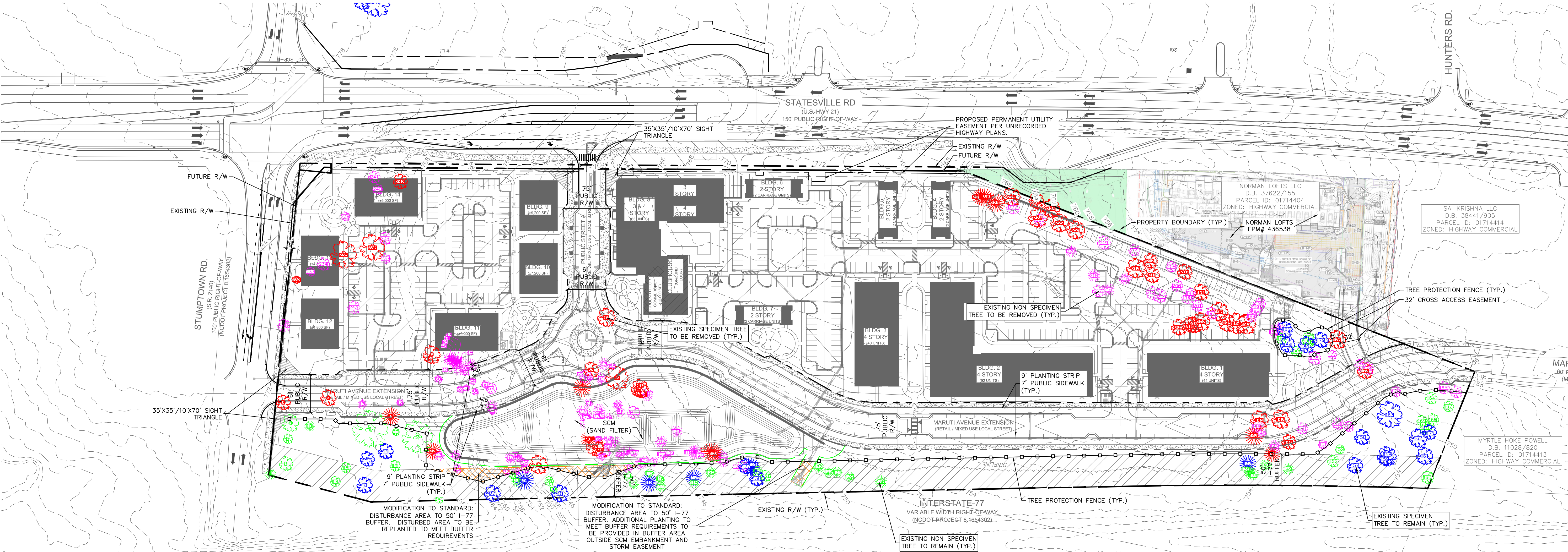
TREE TABLE			
#	DBH	SPECIES	SPECIMEN
94	26"	OAK	YES
95	14"	PINE	NO
96	20"	PINE	NO
97	14"	PINE	NO
98	16"	PINE	NO
99	18"	PINE	NO
100	14"	PINE	NO
101	14"	PINE	NO
102	13"	PINE	NO
103	20"	PINE	NO
104	15"	PINE	NO
105	20"	PINE	NO
106	20"	PINE	NO
107	19"	PINE	NO
108	19"	PINE	NO
109	15"	PINE	NO
110	16"	PINE	NO
111	15"	PINE	NO
112	28"	PINE	YES
113	16"	PINE	NO
114	17"	PINE	NO
115	15"	PINE	NO
116	14"	PINE	NO
117	25"	PINE	YES
118	16"	PINE	NO
119	18"	PINE	NO
120	22"	PINE	NO
121	22"	PINE	NO
122	19"	PINE	NO
123	26"	PINE	YES

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
124	30"	PINE	YES
125	18"	PINE	NO
126	19"	OAK	NO
127	25"	OAK	YES
128	28"	PINE	YES
129	18"	OAK	NO
130	25"	OAK	YES
131	18"	OAK	NO
132	18"	PINE	NO
133	16"	PINE	NO
134	18"	PINE	NO
135	16"	PINE	NO
136	20"	PINE	NO
137	26"	PINE	YES
138	18"	PINE	NO
139	20"	PINE	NO
140	20"	PINE	NO
141	25"	PINE	YES
142	20"	PINE	NO
143	30"	PINE	YES
144	22"	PINE	NO
145	30"	OAK	YES
146	15"	PINE	NO
147	30"	OAK	YES
148	24"	OAK	YES
149	18"	PINE	NO
150	19"	OAK	NO
151	15"	OAK	NO
152	15"	OAK	NO
153	20"	OAK	NO

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
154	19"	OAK	NO
155	17"	OAK	NO
156	25"	OAK	YES
157	26"	OAK	YES
158	32"	OAK	YES
159	24"	OAK	YES
160	21"	OAK	NO
161	28"	OAK	YES
162	30"	OAK	YES
163	42"	OAK	YES
164	20"	OAK	NO
165	20"	OAK	NO
166	20"	OAK	NO
167	18"	OAK	NO
168	20"	OAK	NO
169	18"	OAK	NO
170	22"	OAK	NO
171	24"	OAK	YES
172	17"	OAK	NO
173	26"	OAK	YES
174	20"	OAK	NO
175	19"	OAK	NO
176	30"	OAK	YES
177	15"	OAK	NO
178	22"	OAK	NO
179	25"	OAK	YES
180	27"	OAK	YES
181	20"	OAK	NO
182	22"	OAK	NO
183	18"	OAK	NO

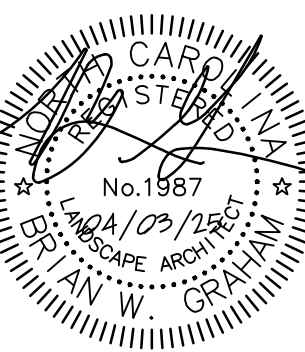
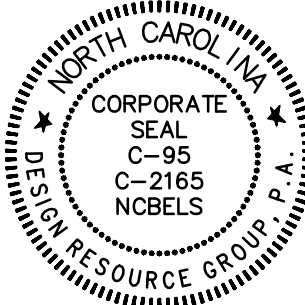
TREE TABLE			
#	DBH	SPECIES	SPECIMEN
184	25"	OAK	YES
185	26"	OAK	YES
186	18"	OAK	NO
187	20"	PINE	NO
188	18"	PINE	NO
189	18"	OAK	NO
190	20"	OAK	NO
191	20"	OAK	NO
192	18"	OAK	NO
193	32"	OAK	YES
194	34"	OAK	YES
195	28"	OAK	YES
196	31"	OAK	YES
197	20"	OAK X2	NO
198	26"	OAK	YES
199	18"	OAK	NO
200	21"	OAK	NO
201	19"	OAK	NO
202	29"	OAK	YES
203	26"	OAK	YES
204	25"	OAK	YES
205	26"	OAK	YES
206	20"	OAK	NO
207	25"	OAK	YES
208	18"	OAK	NO
209	23"	OAK	NO
210	22"	OAK	NO
211	25"	OAK	YES
212	24"	OAK	YES
213	32"	OAK	YES

TREE TABLE			
#	DBH	SPECIES	SPECIMEN
214	19"	OAK	NO
215	20"	PINE	NO
216	22"	PINE	NO
217	20"	OAK	NO
218	20"	PINE	NO
219	22"	OAK	NO
220	18"	PINE	NO
221	30"	OAK	YES
222	30"	OAK	YES
223	20"	OAK	NO
224	32"	OAK	YES
225	30"	OAK	YES
226	25"	OAK	YES
227	22"	OAK	NO
228	30"	OAK	YES
229	30"	PINE	YES
230	28"	PINE	YES
231	25"	PINE	YES
232	12"	DOGWOOD	YES
233	15"	OAK	NO
234	21"	OAK	NO
235	44"	OAK	YES
236	42"	OAK	YES
237	16"	OAK	NO
238	20"	OAK	NO
239	15"	OAK	NO
240	17"	OAK	NO
241	20"	OAK	NO
242	24"	OAK	YES
243	21"	OAK	NO



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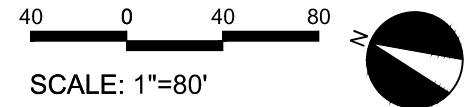
MISSION STUMPTOWN ROAD

CHARLOTTE, NORTH CAROLINA

MISSION PROPERTIES, LLC

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TREE
INVENTORY
PLAN



PROJECT #: 695-015
DRAWN BY: BG
CHECKED BY: TH

FEBRUARY 10, 2025

REVISIONS:
1. 04/03/25 PER STAFF COMMENTS

RZ6.00

REQUIRED PLANTING SCHEDULE

KEY	QTY.	SCIENTIFIC NAME	COMMON NAME	CAL.	HT.	NOTE
QP	171	QUERCUS PHELLOS	WILLOW OAK	2" MIN.	10'-12" MIN.	LARGE MATURING STREET TREE
UP	77	ULMUS PARVIFOLIA	CHINESE ELM	2" MIN.	10'-12" MIN.	LARGE MATURING INTERNAL TREE
IXN	57	ILEX X 'NELLIE R STEVENS'	NELLIE STEVENS HOLLY	-	6' MIN.	SCREENING TREE
IC	320	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY	-	36" MIN.	SCREENING SHRUB

PERIMETER TREE REQUIREMENTS

SMALL MATURING CANOPY TREES SHALL BE PLANTED AT A SPACING NOT TO EXCEED 30' O.C. BETWEEN EXISTING STREET AND PROPOSED SIDEWALK. PROPERTIES LOCATED ON MAJOR/MINOR THOROUGHFARE SHALL ADD AN ADDITIONAL ROW OF STREET TREES BEHIND PROPOSED SIDEWALK. TREES SHALL BE STAGGERED FROM THE TREES IN THE R/W.

STATESVILLE ROAD - 1,017 LF
REQUIRED: 1,017/30 = 34 (X2) = 64 TREES
PROVIDED: 46 TREES

STUMPTOWN ROAD - 510 LF
REQUIRED: 510/30 = 17 (X2) = 34 TREES
PROVIDED: 18 TREES

LARGE MATURING CANOPY TREES SHALL BE PLANTED AT A SPACING NOT TO EXCEED 40' O.C.

MARUTI AVE. (WEST SIDE) - 1,976 LF
REQUIRED: 1,976/40 = 50 TREES
PROVIDED: 50 TREES

MARUTI AVE. (EAST SIDE) - 1,785 LF
REQUIRED: 1,785/40 = 45 TREES
PROVIDED: 45 TREES

PUBLIC STREET A (NORTH SIDE) - 232 LF
REQUIRED: 232/40 = 6 TREES
PROVIDED: 6 TREES

PUBLIC STREET A (SOUTH SIDE) - 232 LF
REQUIRED: 232/40 = 6 TREES
PROVIDED: 6 TREES

BUFFER YARD REQUIREMENTS (1-77 RIGHT-OF-WAY)

50' (92,746 SF) PLANTED BUFFER

REQUIRED: (PER 1,000 SF)
TREES: 464 (5 TREES PER 1,000 SF OF BUFFER AREA, 75% LARGE MATURING, 50% EVERGREEN)
SHRUBS: 742 (8 SHRUBS PER 1,000 SF, 75% EVERGREEN)

PROVIDED:
EXISTING VEGETATION TO COUNT TOWARDS BUFFER PLANTING REQUIREMENTS.

ADDITIONAL PLANTING TO BE PROVIDED IN ANY VOID AREAS OR DISTURBED AREAS TO MEET BUFFER PLANTING REQUIREMENTS OF 2.0. ARTICLE 7.5

NOTE:

STREET TREE LOCATIONS SUBJECT TO CHANGE DURING CONSTRUCTION
PLAN PHASE TO SATISFY THE TOWN'S ENGINEERING STANDARDS AND PROCEDURES MANUAL.

TREE PLANTING NOTES

PLANTING MATERIAL

- MINIMUM SHADE TREE SIZE AT PLANTING IS 2"-2.5" CALIPER AND 10'-12" TALL AT TIME OF PLANTING. ORNAMENTAL TREES SHALL MEASURE 1.5-2" CALIPER FOR SINGLE-STEM AND 1-1.5" CALIPER FOR ALL MULTI-STEM TREES AND BE A MINIMUM 8' IN HEIGHT AT TIME OF PLANTING.
- LARGE SHRUBS PLANTED FOR SCREENING PURPOSES SHALL MEASURE A MINIMUM OF 3-3.5' IN HEIGHT AT TIME OF PLANTING. SHRUBS PLANTED FOR SCREENING PURPOSES SHALL FORM A REQUIRED DENSITY TO BLOCK VISIBILITY WITHIN 3 YEARS FROM DATE OF INSTALLATION.
- SMALL SHRUBS SHALL MEASURE A MINIMUM OF 36" IN SPREAD AND/OR HEIGHT AT TIME OF PLANTING.
- ALL NEW TREES MUST HAVE STRAIGHT TRUNKS WITH STRONG CENTRAL LEADERS INTACT TO THE TOP OF THE CROWN UNLESS MULTI-STEM TREES ARE SPECIFIED. ALL REQUIRED TREES SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, HAVE NORMAL GROWTH HABITS, HAVE WELL-DEVELOPED BRANCHES, BE VIGOROUS AND HAVE FIBROUS ROOT SYSTEMS. TREES WITH MAJOR GROUNDING ROOTS WILL NOT BE ACCEPTED. TREES WITH CO-DOMINANT BRANCHING WILL NOT BE ACCEPTED. TREES THAT HAVE BEEN SHEARED, TOPPED OR CUT BACK TO MULTIPLY THE BRANCHING STRUCTURE WILL NOT BE ACCEPTED. TREE SHALL BE FREE OF ABRASIONS, DAMAGE, DISEASE, PESTS AND CRACKS. ALL PRUNING CUTS GREATER THAN 1/2 INCH DIAMETER SHALL HAVE CALLUS TISSUE FORMED PRIOR TO PLANTING. NO PRUNING CUT ON THE TRUNK SHALL BE MORE THAN ONE-HALF THE DIAMETER OF THE CENTRAL LEADER AT THE HEIGHT WHERE THE CUT IS MADE. ROOT FLARES SHALL BE LOCATED AT GRADE. TREES WITH MORE THAN 2" OF SOIL COVERING ROOT BALL/FLARE WILL NOT BE ACCEPTED.
- SIZE OF REQUIRED PLANTS, SPREAD OF ROOTS AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH ANSI Z60.1 (LATEST EDITION) AS PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION, EXCEPT WHERE SPECIFIED/AUTHORIZED BY THE ADMINISTRATOR.
- ALL REQUIRED TREES OF A PARTICULAR SPECIES AND VARIETY SHALL BE UNIFORM IN SIZE AND CONFIGURATION.
- THE PRESENCE OF OVERHEAD POWER LINES REQUIRES STREET YARD TREES TO BE ORNAMENTAL TREES. LARGER SHADE TREE VARIETIES ARE ENCOURAGED WHERE OVERHEAD POWER LINES ARE NOT PRESENT.

PLANTING REQUIREMENTS

- SEE DETAILS FOR TREE AND SHRUB PLANTING DETAILS.
- PLASTIC HOSE PARTS WILL NOT BE ACCEPTED FOR TREE STAKING.
- ALL STRAPPING, AND TOP 1/2 OF WIRE BASKET AND BURLAP MUST BE CUT AWAY AND REMOVED FROM ROOT BALL WHEN PLANTING.
- FOR NEW PLANTING AREAS, REMOVE ALL PAVEMENT, GRAVEL SUB-BASE AND CONSTRUCTION DEBRIS; REMOVE COMPACTED SOIL AND ADD 18" NEW TOPSOIL, OR TILL AND AMEND THE TOP 18" OF EXISTING SOIL TO MEET TOPSOIL/PLANTING MIX STANDARDS FOR TREES.
- TREES PLANTED IN NCDOT RIGHT-OF-WAY WILL NEED APPROVAL FROM NCDOT.

UTILITY ISSUES

- IF ANY UTILITY IS BEING INSTALLED IN OR NEAR ANY REQUIRED TREE(S), CALL LANDSCAPE ARCHITECT TO RESOLVE PRIOR TO UTILITY INSTALLATION.
- LARGE MATURING TREES MAY NOT BE PLANTED WITHIN 25' OF OVERHEAD POWER DISTRIBUTION OR TRANSMISSION LINES
- IF TREES CONFLICT WITH ANY UTILITIES OR SIGNS, CALL LANDSCAPE ARCHITECT TO RESOLVE BEFORE PLANTING
- ADJUST TREE PLANTING LOCATIONS TO AVOID EXISTING UNDERGROUND UTILITIES. PLANT 15' FROM ALL UNDERGROUND UTILITIES.

AMENDED SOIL (AS):

AMENDED SOIL (AS) MAY BE MET IN ONE OF THE FOLLOWING WAYS:

- PREPARING THE EXISTING SOIL FOR PLANTING BY TILLING TO A DEPTH OF 18", AND ADDING SOME NEW PLANTING MIX AND/OR ORGANIC MATTER. THIS OPTION MAY ALSO REQUIRE THE REMOVAL OF SOME EXISTING SOIL ALONG WITH OTHER MITIGATION WORK AND SOIL AMENDMENTS TO IMPROVE SOIL STRUCTURE.
- REMOVING ALL EXISTING SOIL FROM A TREE ORNAMENTAL PROTECTED/REQUIRED PLANTING AREA AND REPLACING IT WITH NEW PLANTING MIX AND OTHER SOIL AMENDMENTS.

PLANTING MIX USED FOR AMENDED SOIL SHALL HAVE UNIFORM COMPOSITION THROUGHOUT, WITH A MIXTURE OF SUBSOIL. IT SHALL BE FREE OF STONES, LUMPS, LIVE PLANTS AND THEIR ROOTS, STICKS, AND OTHER EXTRANEOUS MATTER. IT SHALL CONTAIN NO MAN-MADE MATERIALS UNLESS OTHERWISE SPECIFIED. PLANTING MIX SHALL NOT BE USED WHILE IN A FROZEN OR MUDDY CONDITION.

UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS, NEW/ADDED PLANTING MIX SHALL CONTAIN THE FOLLOWING SPECIFIED PERCENTAGES OF CONSTITUENTS:

CLAY	MIN. 10%/MAX. 40%	SAND	MIN. 20%/MAX. 50%
SILT	MIN. 20%/MAX. 50%	ORGANIC MATTER	MIN. 5%/MAX. 10%

ORGANIC MATTER IS DEFINED AS COMPOST/HUMUS SUCH AS SAWDUST OR LEAF MOLD THAT HAS COMPLETED THE DECOMPOSITION PROCESS. PERCENTAGE OF ORGANIC MATTER SHALL BE DETERMINED BY LOSS ON IGNITION OF MOISTURE FREE SAMPLES DRIED AT 65 DEGREES.

AMENDED SOIL SHALL HAVE AN ACIDITY RANGE OF pH 5.5 TO 7.0.

AMENDED SOIL SHALL HAVE A CATION EXCHANGE CAPACITY (CEC) FROM 5 TO 25 CMOL +/KG(MEQ/100G)

AMENDED SOIL SHALL HAVE NORMAL CONTENTS OF NITROGEN, PHOSPHOROUS, POTASSIUM, CALCIUM, MAGNESIUM, SULFUR, AND PROPER MICRONUTRIENT LEVELS. NUTRIENT LEVELS MUST SATISFY GROWING NEEDS (AS RECOMMENDED BY LAB REPORT) OF THE EXISTING OR PLANNED PLANT MATERIAL.

LAB TESTING MAY BE REQUIRED TO VERIFY THE QUALITY OF EXISTING SOILS, AS AND OTHER SOIL AMENDMENTS.

INSTALLATION GUARANTEE REQUIRED:

- A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED PRIOR TO THE INSTALLATION OF TREES AND SHRUBS, EXCLUDING YARD TREES, DURING THE NON-PLANTING SEASON IF A CASH BOND, SURETY BOND OR LETTER OF CREDIT IS ISSUED FOR 120% OF THE COST OF MATERIALS AND INSTALLATION. PLANTING SHALL BE COMPLETED DURING THE NEXT PLANTING SEASON.
- THE PLANTING SEASON SHALL RUN FROM OCTOBER 15 TO MARCH 15, EXCEPT FOR EXTREME WEATHER CONDITIONS AS DETERMINED BY STAFF. A FINAL CERTIFICATE OF OCCUPANCY SHALL NOT BE GIVEN DURING THE PLANTING SEASON UNLESS ALL OF THE LANDSCAPING IS COMPLETELY INSTALLED ACCORDING TO THIS ARTICLE.

MAINTENANCE SURETY REQUIRED:

- DEVELOPERS SHALL ENTER INTO A MAINTENANCE SURETY AGREEMENT WITH THE TOWN OF HUNTERVILLE GUARANTEEING THE VIABILITY OF STREET TREES AND TREES AND SHRUBS PLANTED IN BUFFER YARDS FOR A PERIOD OF 1 YEAR FOLLOWING PLANTING. THE AMOUNT OF THE SURETY SHALL BE EQUAL TO 50% OF THE VALUE OF THE NEW TREES OR LANDSCAPE MATERIAL AND THEIR INSTALLATION. THE MAINTENANCE SURETY SHALL BE PROVIDED WHEN ALL OF THE REQUIRED TREES AND SHRUBS HAVE BEEN PLANTED.

TREE LEGEND:

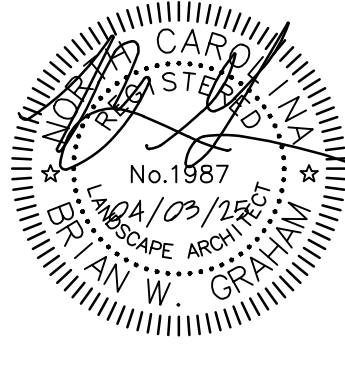
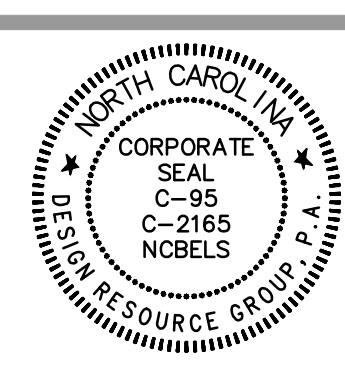
SPECIMEN TREE TO BE SAVED

NON SPECIMEN TREE TO BE SAVED



LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING

1111 Hawthorne Lane, Charlotte, NC 28205
704.343.0608
www.drgp.com

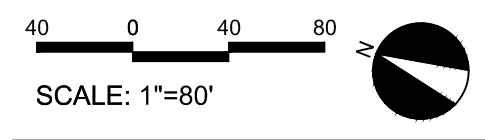


REZONING/SKETCH

MISSION STUMPTOWN ROAD
CHARLOTTE, NORTH CAROLINA

MISSION PROPERTIES, LLC
1114 CLEMENT AVE. #100
CHARLOTTE, NC 28205
704.307.8265

REQUIRED
PLANTING
PLAN



PROJECT #: 695-015
DRAWN BY: BG
CHECKED BY: TH

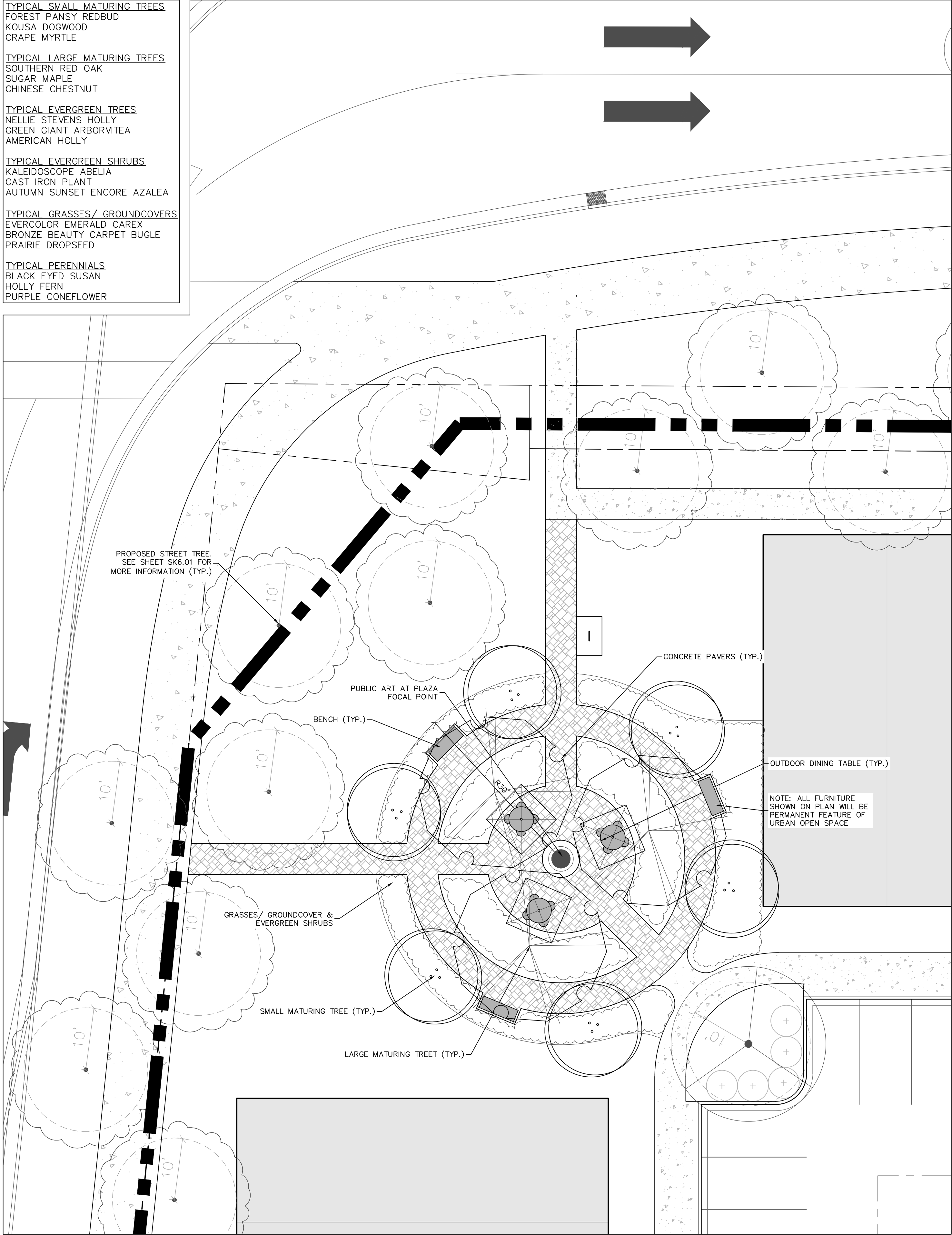
FEBRUARY 10, 2025

REVISIONS:
1. 04/03/25 PER STAFF COMMENTS

RZ6.01

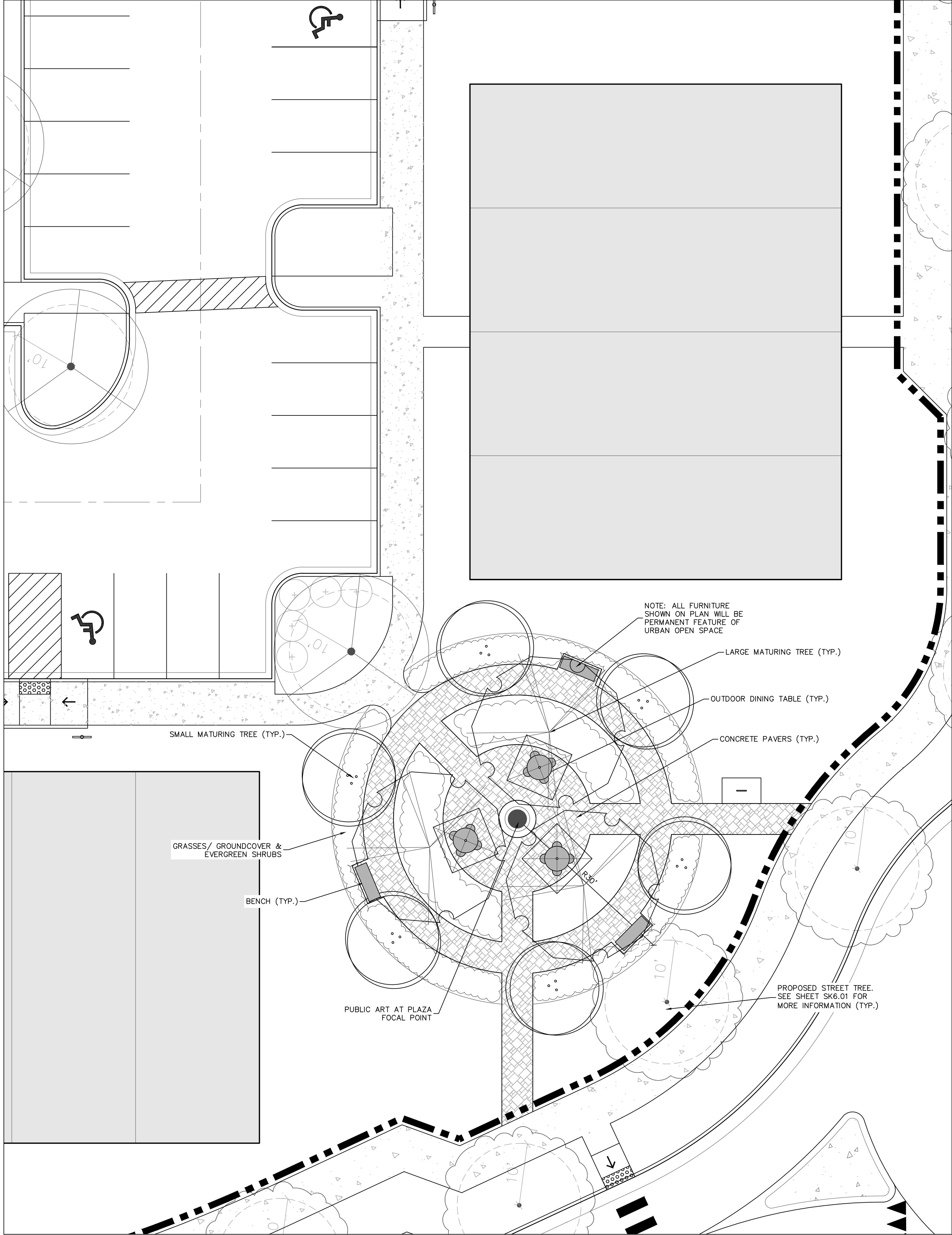
\\s08p00005-005 MISSION STUMPTOWN ROAD\DWG\005 - PLAT SHEET\PLA - URBAN\W2/2025_3.18 PM

- TYPICAL SMALL MATURING TREES**
FOREST PANSY REDBUD
KOUSA DOGWOOD
CRAPE MYRTLE
- TYPICAL LARGE MATURING TREES**
SOUTHERN RED OAK
SUGAR MAPLE
CHINESE CHESTNUT
- TYPICAL EVERGREEN TREES**
NELLIE STEVENS HOLLY
GREEN GIANT ARBORVITEA
AMERICAN HOLLY
- TYPICAL EVERGREEN SHRUBS**
KALEIDOSCOPE ABELIA
CAST IRON PLANT
AUTUMN SUNSET ENCORE AZALEA
- TYPICAL GRASSES/ GROUNDCOVERS**
EVERCOLOR EMERALD CAREX
BRONZE BEAUTY CARPET BUGLE
PRAIRIE DROPSEED
- TYPICAL PERENNIALS**
BLACK EYED SUSAN
HOLLY FERN
PURPLE CONEFLOWER



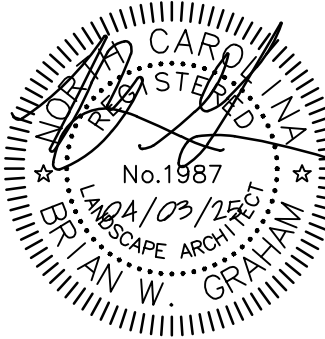
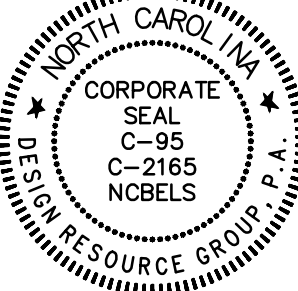
URBAN OPEN SPACE: (2,500 SF MINIMUM)

- TYPE OF URBAN OPEN SPACE PROVIDED: PLAZA
- DEFINITION FROM ORDINANCE: A PLAZA IS AN OPEN AREA ADJACENT TO A CIVIC, COMMERCIAL, OR RESIDENTIAL BUILDING/S. PLAZAS FUNCTION AS GATHERING PLACES. LIMITED PARKING IS ALSO PERMITTED. PLAZAS ARE ALWAYS PAVED IN BRICK OR ANOTHER TYPE OF PAVER OR CRUSHED STONE. PLAZAS SHALL BE LEVEL, STEPPED, OR GENTLY SLOPPING (LESS THAN 5% GRADE). THE FOLLOWING SIZES ARE RECOMMENDED BUT MAY BE SMALLER OR LARGER DEPENDING ON THE BUILDING OR FACILITY DESIGN. AT NO TIME SHALL A PLAZA'S HORIZONTAL LENGTH OR WIDTH BE GREATER THAN 3 TIMES THE HEIGHT OF SURROUNDING BUILDINGS. PLAZAS MAY BE LEFT UNPLANTED. IF PLANTED, TREES SHOULD BE GEOMETRIC FRAME OF THE PLAZA SPACE OR FOR THE STRUCTURE THE PLAZA SERVICES. SPACING SHALL BE A MINIMUM OF 10 FT ON CENTER AND A MAXIMUM OF 30 FT ON CENTER. MINIMUM SIZE IS 2,000 SQ FT AND MAXIMUM SIZE IS 30,000 SQ FT.



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REZONING/SKETCH

MISSION STUMPTOWN ROAD

CHARLOTTE, NORTH CAROLINA

MISSION PROPERTIES, LLC

1114 CLEMENT AVE. #100
CHARLOTTE, NC 28205
704.307.8265

**URBAN OPEN
SPACE
ENLARGMENT**

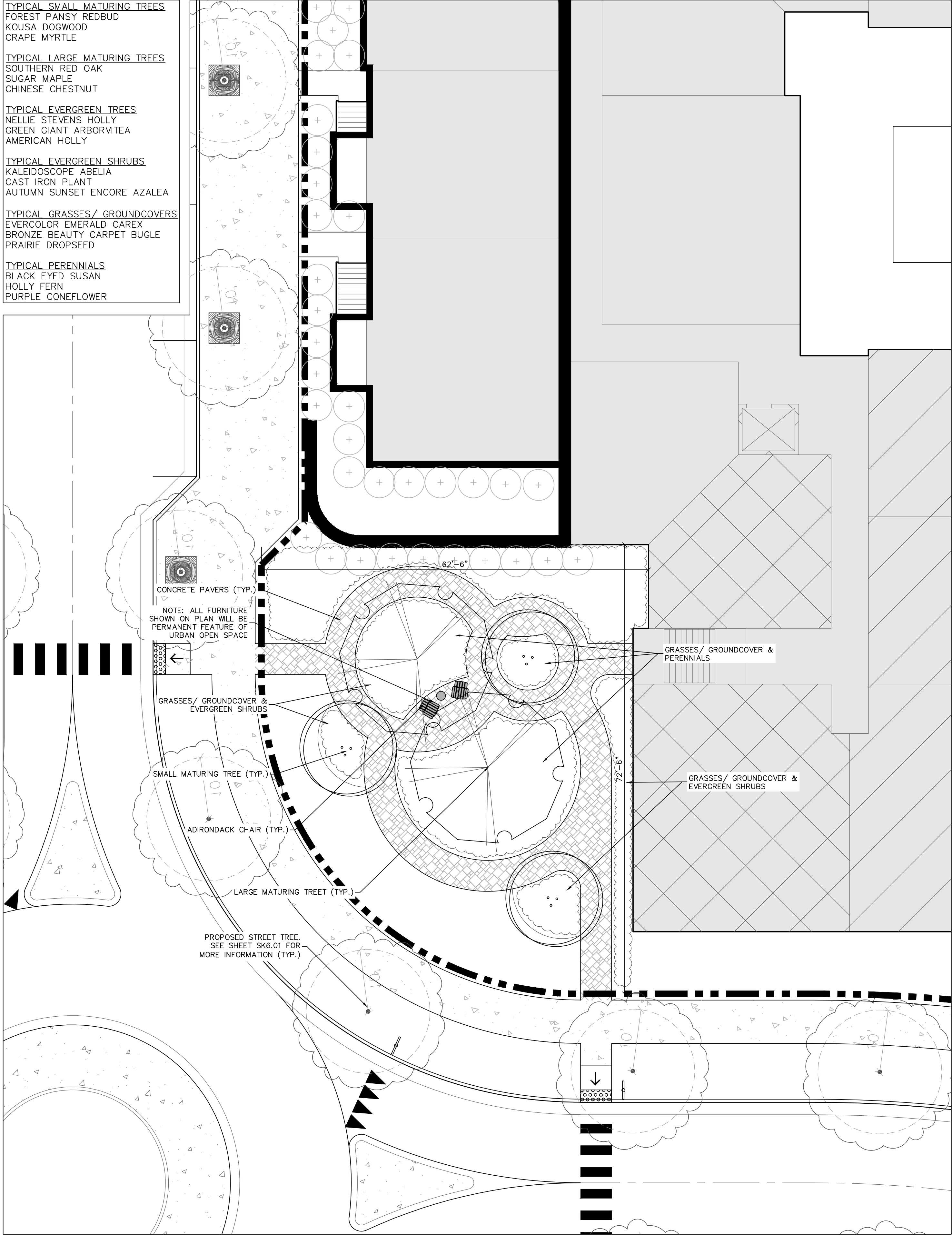
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PROJECT #: 695-015
DRAWN BY: BG
CHECKED BY: TH

FEBRUARY 10, 2025

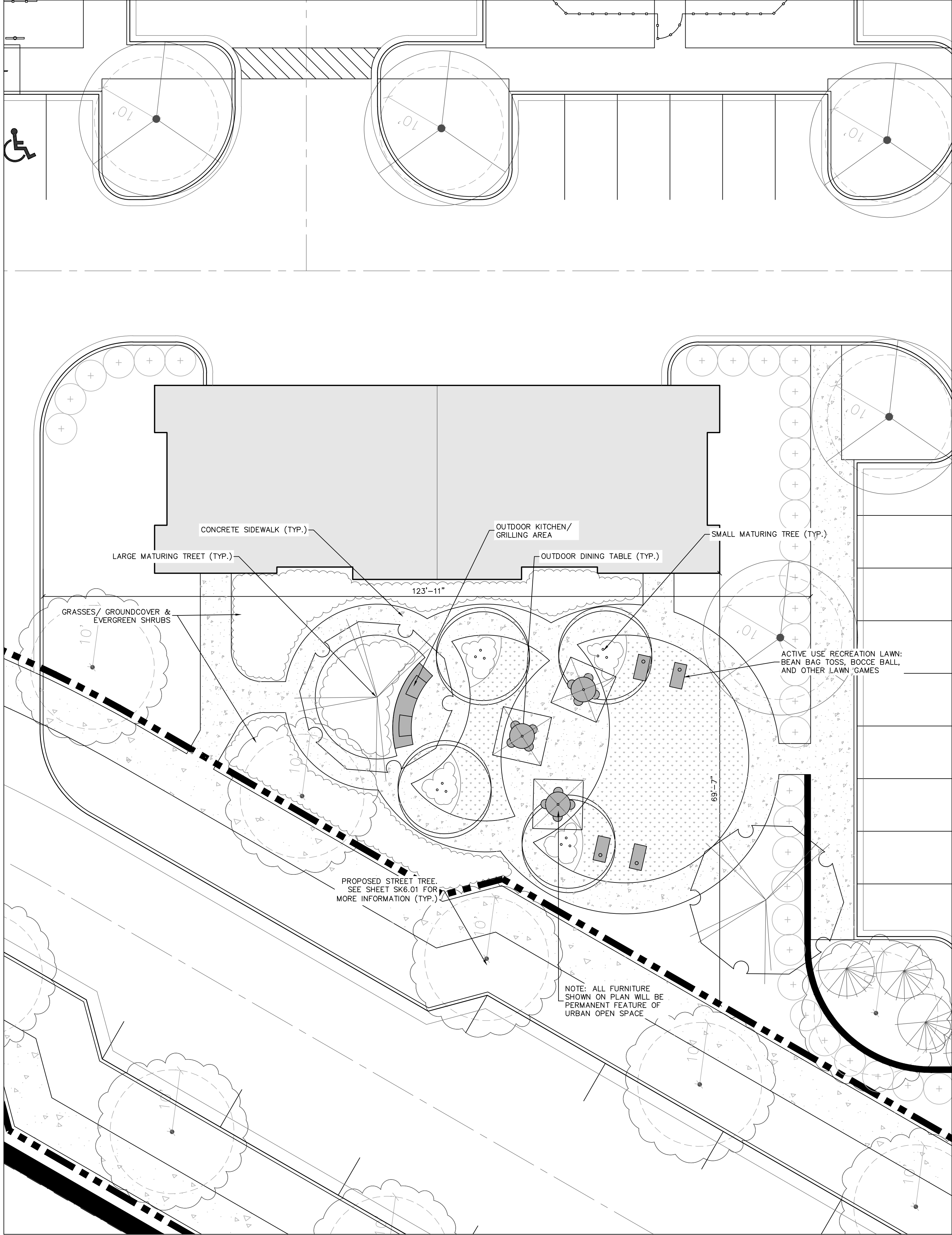
REVISIONS:
1. 04/03/25 PER STAFF COMMENTS

- TYPICAL SMALL MATURING TREES**
FOREST PANSY REDBUD
KOUSA DOGWOOD
CAPE MYRTLE
- TYPICAL LARGE MATURING TREES**
SOUTHERN RED OAK
SUGAR MAPLE
CHINESE CHESTNUT
- TYPICAL EVERGREEN TREES**
NELLIE STEVENS HOLLY
GREEN GIANT ARBORVITEA
AMERICAN HOLLY
- TYPICAL EVERGREEN SHRUBS**
KALEIDOSCOPE ABELIA
CAST IRON PLANT
AUTUMN SUNSET ENCORE AZALEA
- TYPICAL GRASSES/ GROUNDCOVERS**
EVERCOLOR EMERALD CAREX
BRONZE BEAUTY CARPET BUGLE
PRAIRIE DROPSEED
- TYPICAL PERENNIALS**
BLACK EYED SUSAN
HOLLY FERN
PURPLE CONEFLOWER



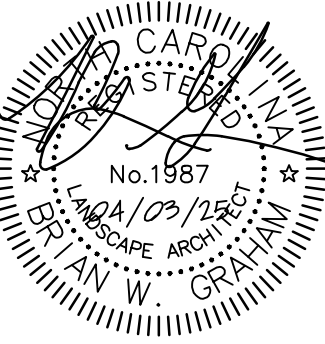
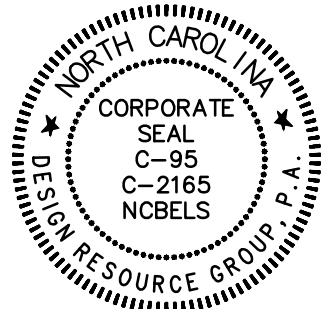
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URBAN OPEN SPACE: (3,000 SF MINIMUM)

- TYPE OF URBAN OPEN SPACE PROVIDED: MINI-PARK
- DEFINITION FROM ORDINANCE: PARKS MAY BE DESIGNED FOR PASSIVE AND/OR ACTIVE RECREATIONAL USE. PARKS SHALL BE BOUNDED BY STREETS ON A MINIMUM OF 25% OF THEIR PERIMETER, AND ARE ENCOURAGED TO BE ENCLOSED BY STREETS ON ALL SIDES. MINI PARKS, SUCH AS, BUT NOT LIMITED TO DOG PARKS, PLAYGROUNDS, POCKET PARKS AND SPLASH PADS CAN BE INCORPORATED THROUGHOUT A DEVELOPMENT TO MEET THE ORDINANCE REQUIREMENTS.



REZONING/SKETCH

MISSION STUMPTOWN ROAD

CHARLOTTE, NORTH CAROLINA

MISSION PROPERTIES, LLC

1114 CLEMENT AVE. #100
CHARLOTTE, NC 28205
704.307.8265

URBAN OPEN
SPACE
ENLARGMENT

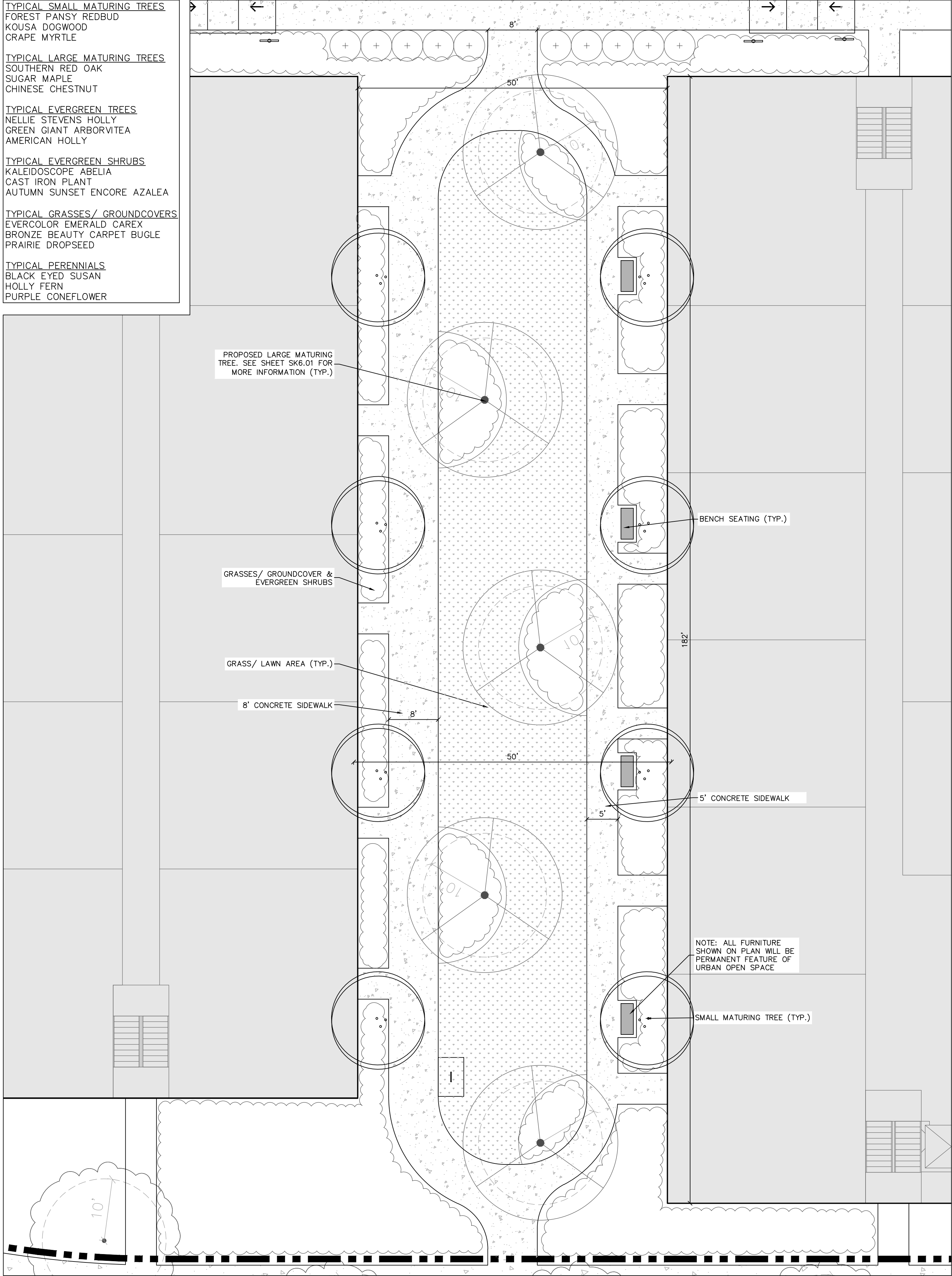
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PROJECT #: 695-015
DRAWN BY: BG
CHECKED BY: TH

FEBRUARY 10, 2025

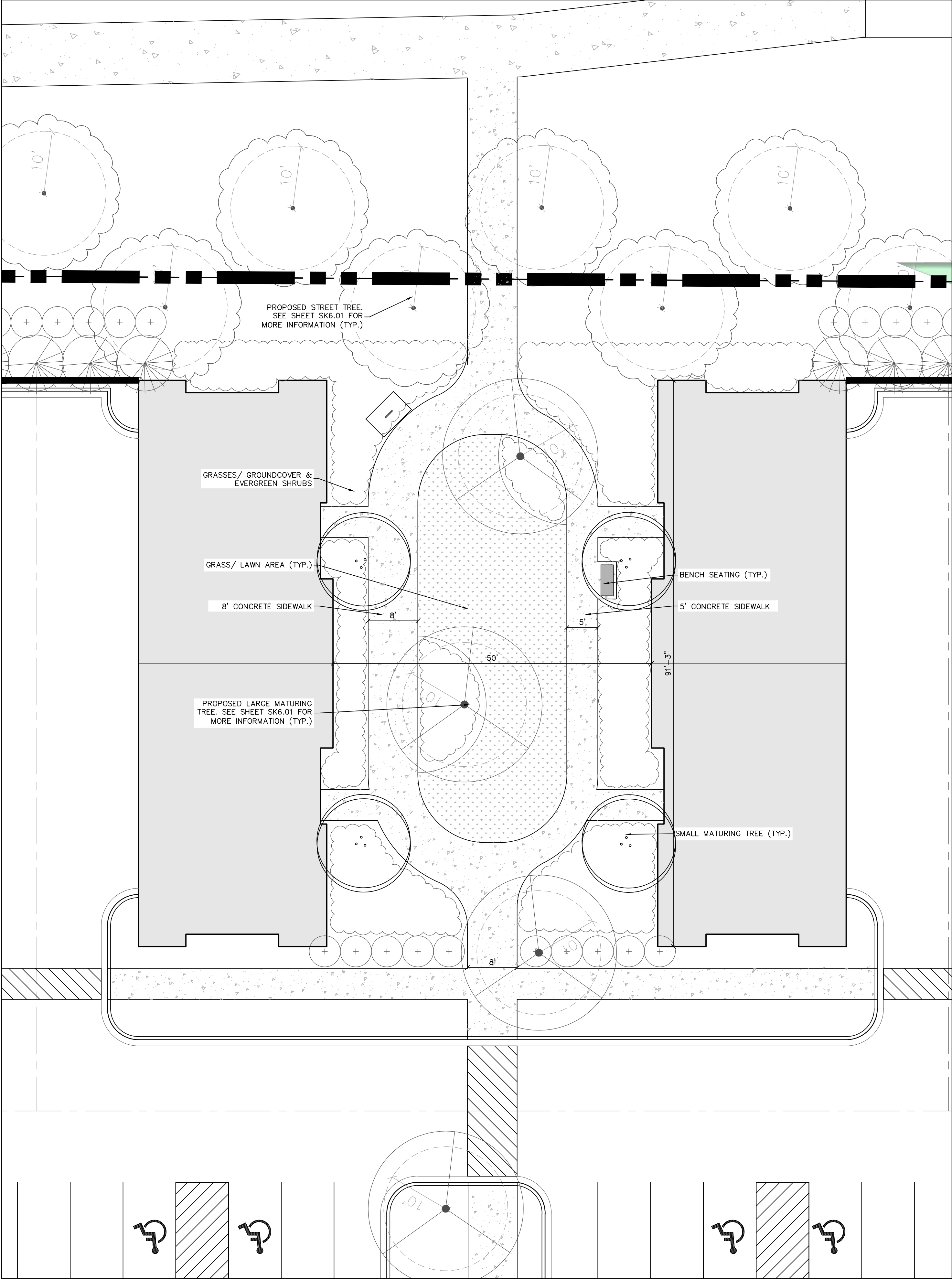
REVISIONS:
1. 04/03/25 PER STAFF COMMENTS

- TYPICAL SMALL MATURING TREES**
FOREST PANSY REDBUD
KOUSSA DOGWOOD
GRAPE MYRTLE
- TYPICAL LARGE MATURING TREES**
SOUTHERN RED OAK
SUGAR MAPLE
CHINESE CHESTNUT
- TYPICAL EVERGREEN TREES**
NELLIE STEVENS HOLLY
GREEN GIANT ARBORVITEA
AMERICAN HOLLY
- TYPICAL EVERGREEN SHRUBS**
KALEIDOSCOPE ABELIA
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EVERCOLOR EMERALD CAREX
BRONZE BEAUTY CARPET BUGLE
PRAIRIE DROPSEED
- TYPICAL PERENNIALS**
BLACK EYED SUSAN
HOLLY FERN
PURPLE CONEFLOWER



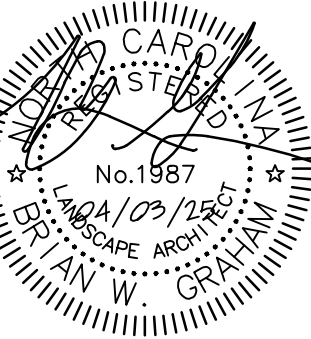
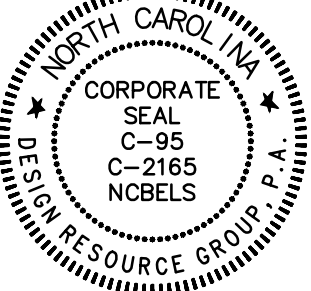
URBAN OPEN SPACE (6,000 SF MINIMUM):

- TYPE OF URBAN OPEN SPACE PROVIDED: PEDESTRIAN PASSAGEWAY
- ARE RELATIVELY NARROW PUBLIC SPACES LOCATED IN DENSE AREAS BETWEEN BUILDINGS, ALLOWING PEDESTRIAN ACCESS TO THE PUBLIC FRONT. THESE PASSAGEWAYS CAN BE SUCCESSFUL LOCATIONS FOR STORE ENTRIES, WINDOW DISPLAYS, CAFÉ SEATING OR PUBLIC MEETING SPACE. THE PASSAGEWAY SHALL INCORPORATE FIXTURES SUCH AS, BUT NOT LIMITED TO FOUNTAINS, BENCHES, LANDSCAPE MATERIALS, SCULPTURES, AND OTHER DECORATIVE ELEMENTS.



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REZONING/SKETCH

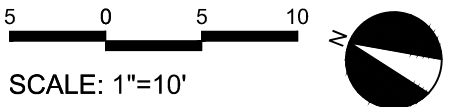
MISSION STUMPTOWN ROAD

CHARLOTTE, NORTH CAROLINA

MISSION PROPERTIES, LLC

1114 CLEMENT AVE. #100
CHARLOTTE, NC 28205
704.307.8265

URBAN OPEN
SPACE
ENLARGMENT



PROJECT #: 695-015
DRAWN BY: BG
CHECKED BY: TH

FEBRUARY 10, 2025

REVISIONS:
1. 04/03/25 PER STAFF COMMENTS

TYPICAL PERENNIALS
BLACK EYED SUSAN
HOLLY FERN
PURPLE CONEFLOWER

PROPOSED STREET TREE.
SEE SHEET SK6.01 FOR
MORE INFORMATION (TYP.)

EXISTING SPECIMEN TREE TO BE
PRESERVED (TYP.), SEE SHEET
SK6.00 FOR MORE INFORMATION

CONCRETE SIDEWALK (TYP.)

NOTE: ALL FURNITURE
SHOWN ON PLAN WILL BE
PERMANENT FEATURE OF
URBAN OPEN SPACE

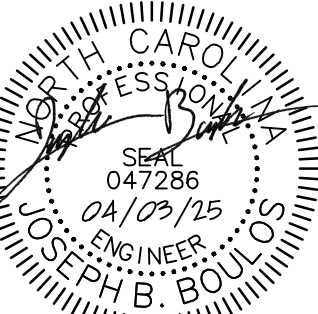
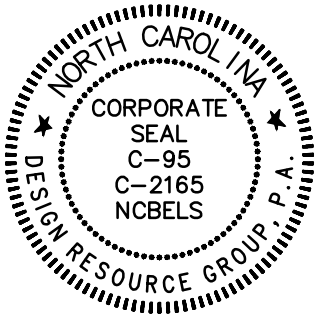
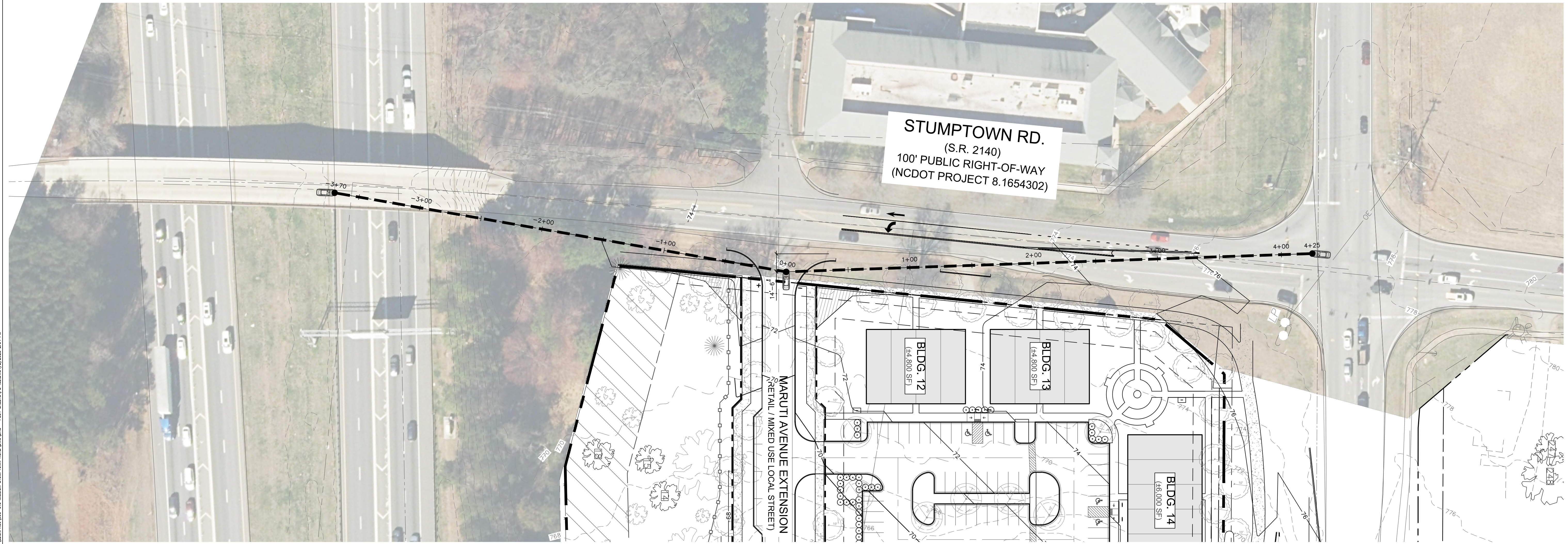
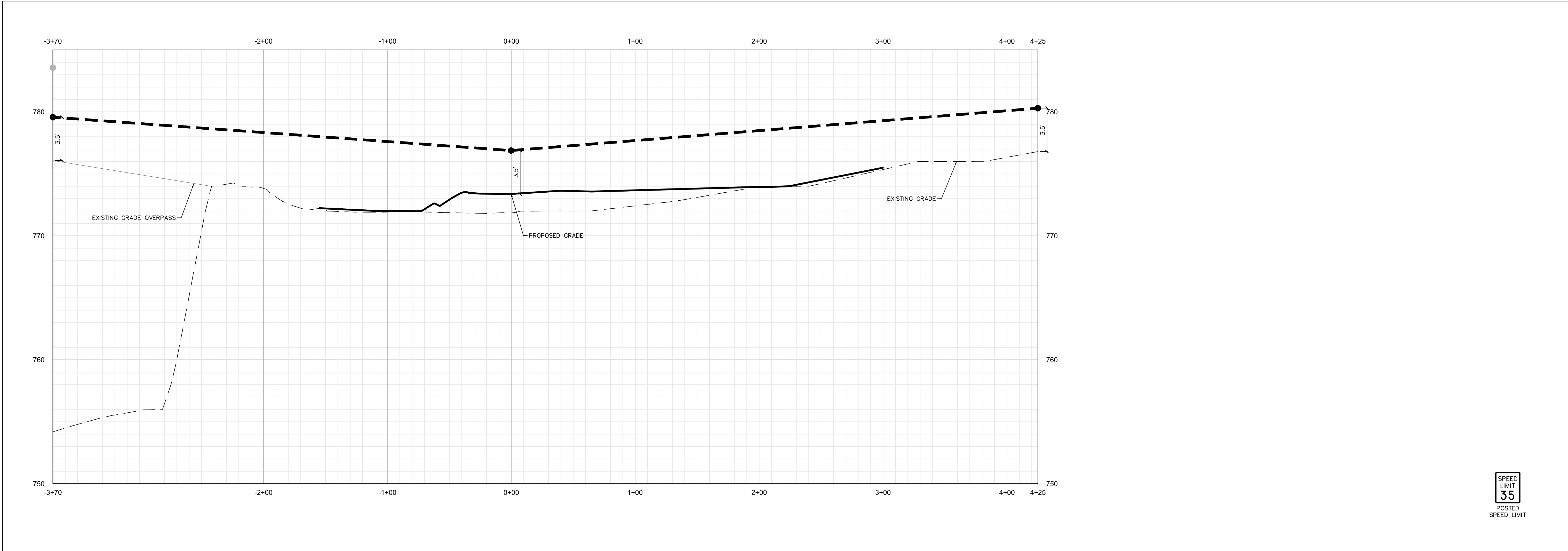
ADIRONDACK CHAIR (TYP.)

NOTE: ALL FURNITURE
SHOWN ON PLAN WILL BE
PERMANENT FIXTURE

OUTDOOR KITCHEN,
GRILLING AREA

- TYPE OF URBAN OPEN SPACE PROVIDED: MINI-PARK
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RZ6.13

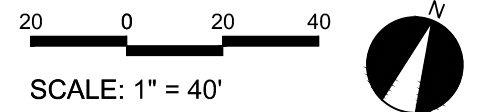


REZONING/SKETCH

MISSION STUMPTOWN ROAD
CHARLOTTE, NORTH CAROLINA

MISSION PROPERTIES, LLC
1114 CLEMENT AVE. #100
CHARLOTTE, NC 28205
704.307.8265

**INTERSECTION
SIGHT
DISTANCE**

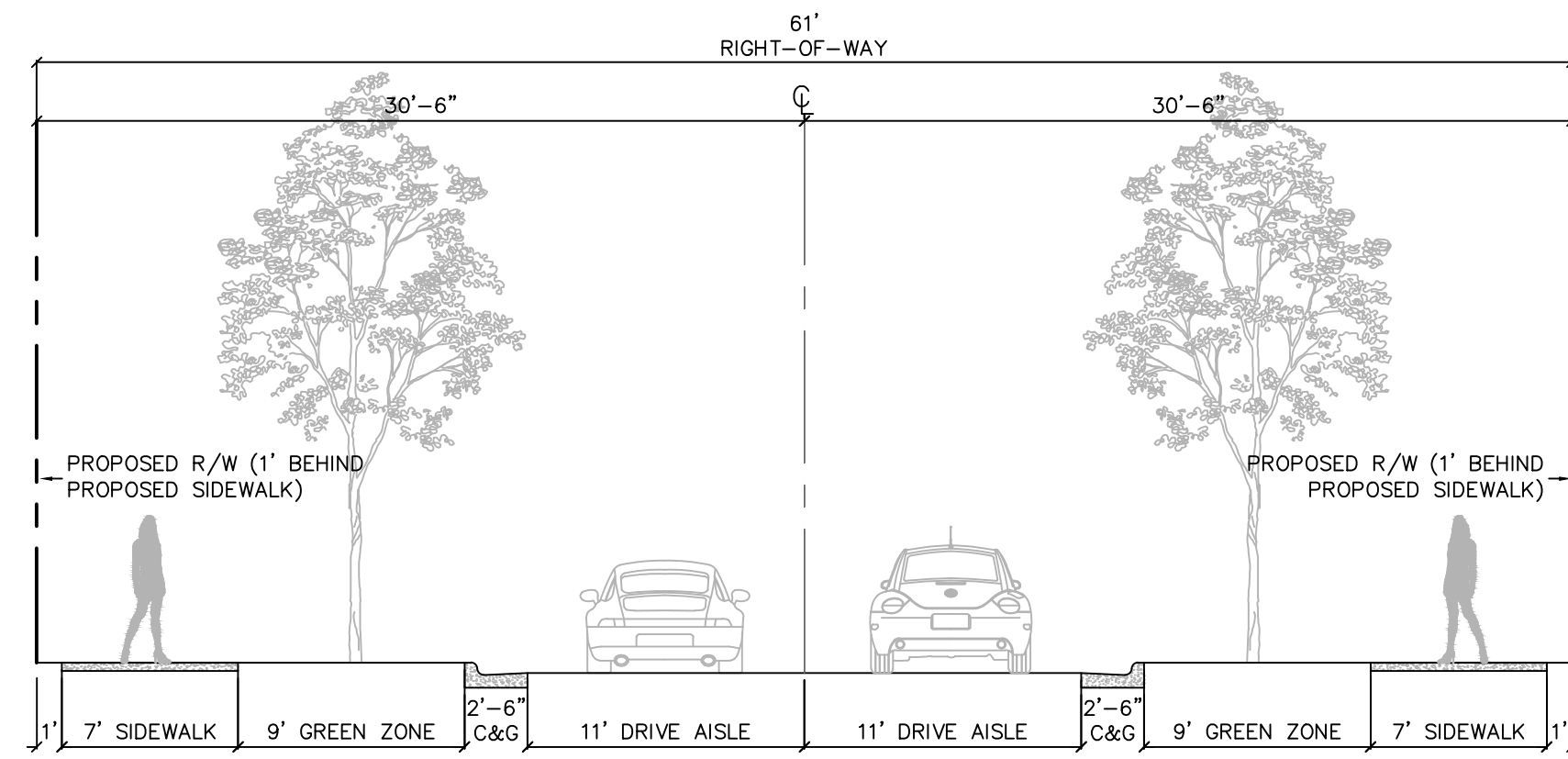


PROJECT #: 695-015
DRAWN BY: DK
CHECKED BY: JB

FEBRUARY 10, 2025

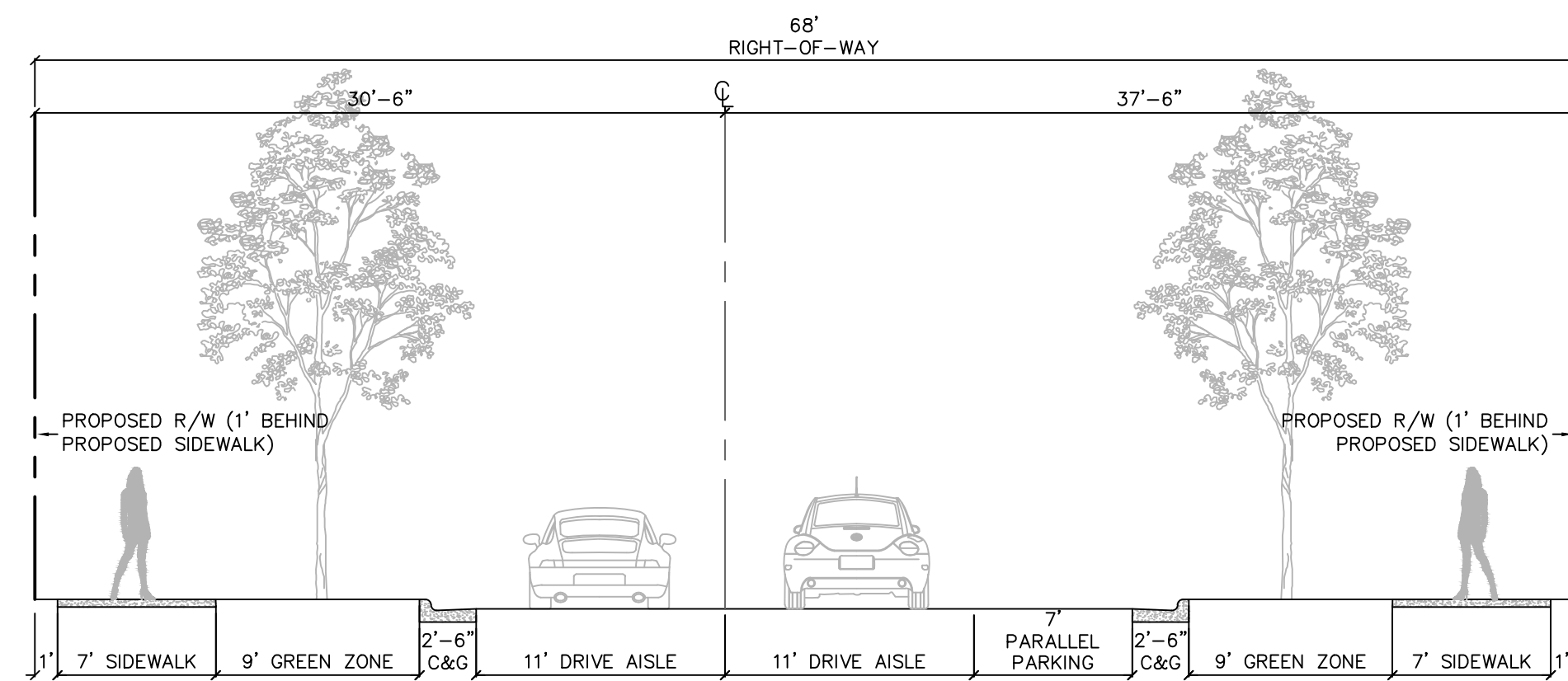
REVISIONS:
1. 04/03/25 PER STAFF COMMENTS

RZ7.20



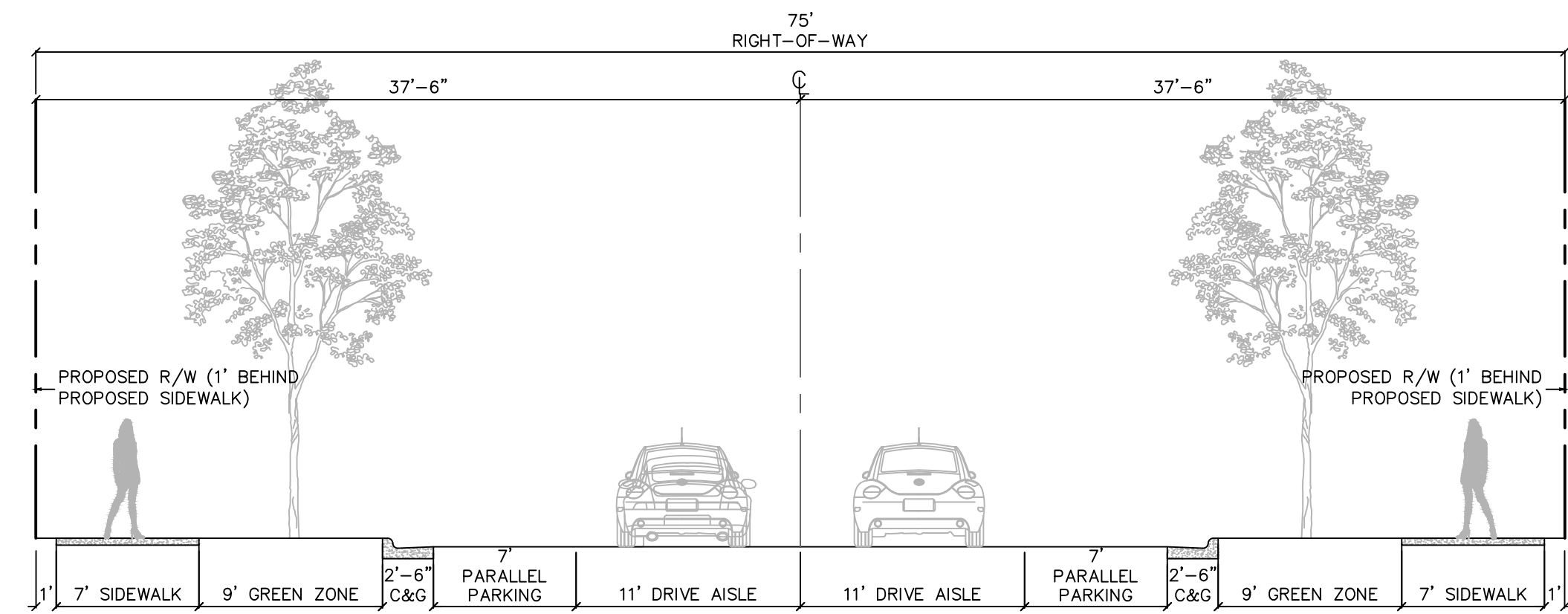
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MARUTI AVENUE EXTENSION
RETAIL/MIXED USE LOCAL STREET
NO PARKING TYPICAL SECTION



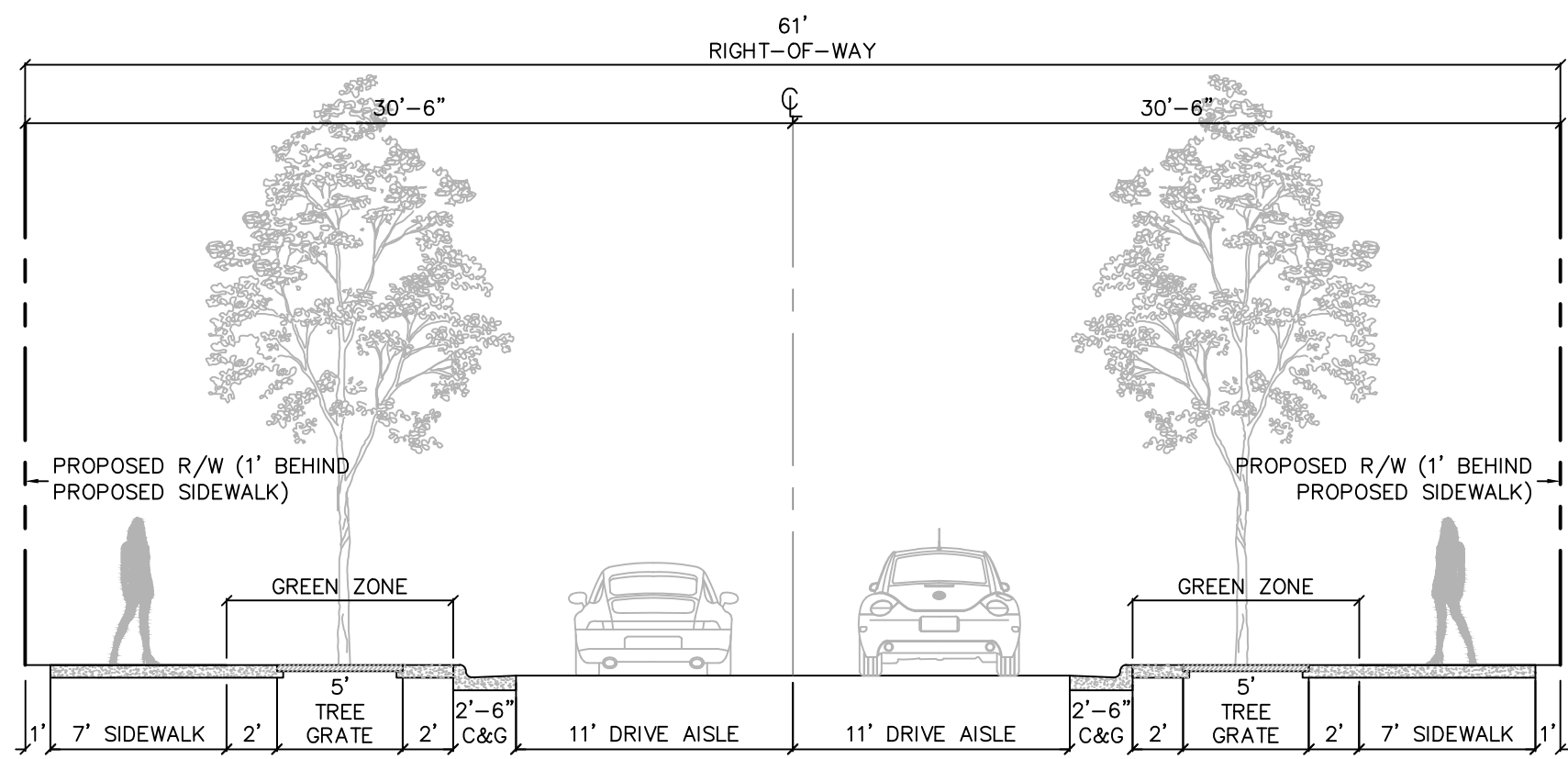
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MARUTI AVENUE EXTENSION
RETAIL/MIXED USE LOCAL STREET
PARKING ON ONE SIDE TYPICAL SECTION



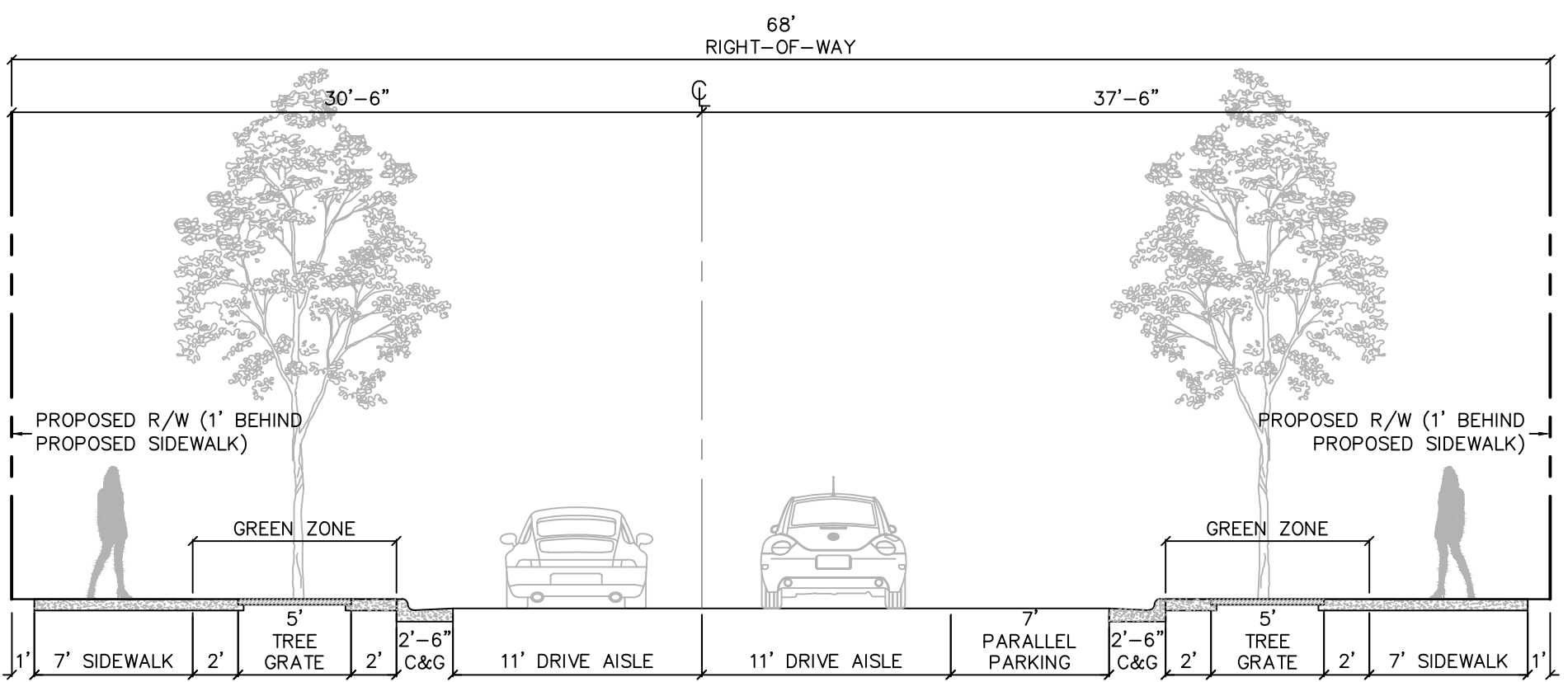
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MARUTI AVENUE EXTENSION
RETAIL/MIXED USE LOCAL STREET
PARKING ON BOTH SIDE TYPICAL SECTION



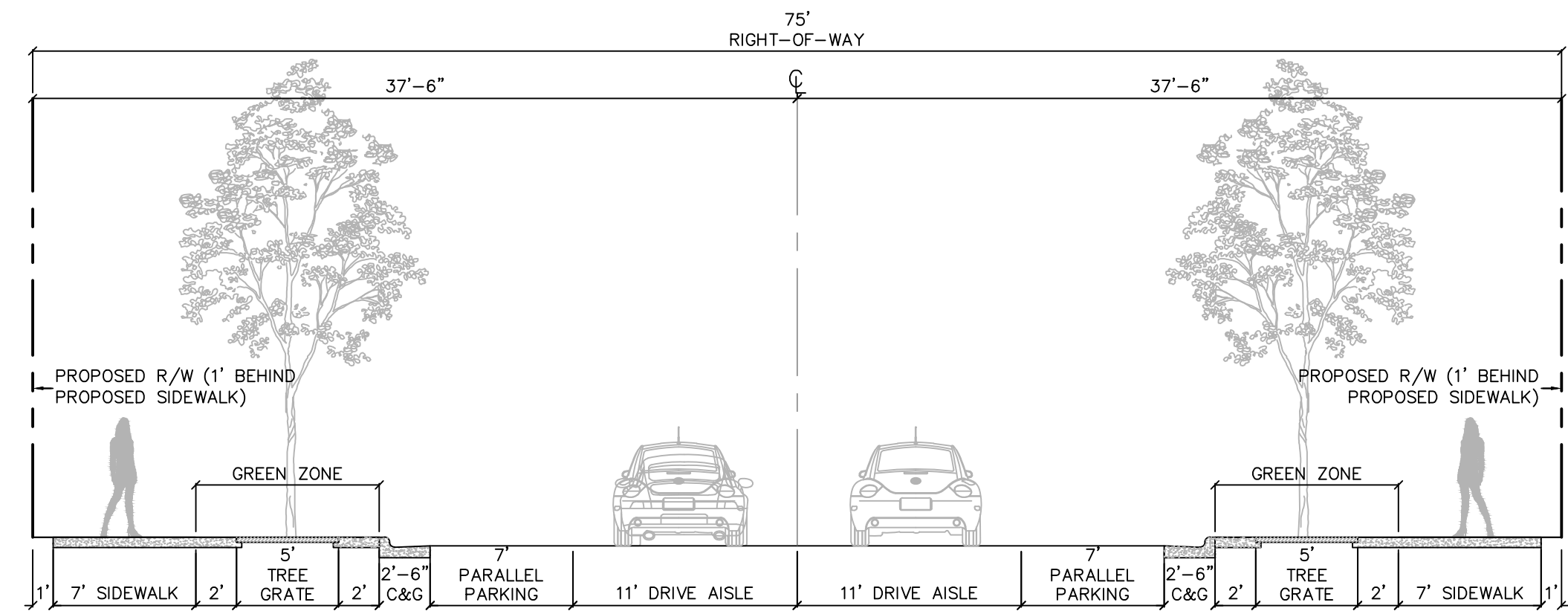
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PUBLIC STREET A
RETAIL/MIXED USE LOCAL STREET W/ TREE GRATES
NO PARKING TYPICAL SECTION



5

PUBLIC STREET A
RETAIL/MIXED USE LOCAL STREET W/ TREE GRATES
PARKING ON ONE SIDE TYPICAL SECTION

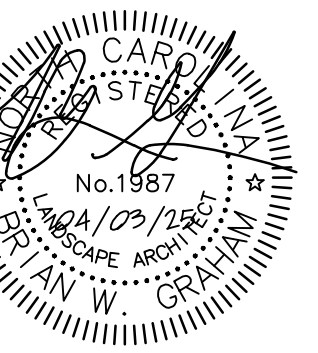
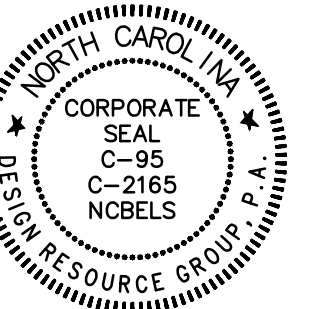


6

PUBLIC STREET A
RETAIL/MIXED USE LOCAL STREET W/ TREE GRATES
PARKING ON BOTH SIDE TYPICAL SECTION

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING

111 Hawthorne Lane, Charlotte, NC 28205
704.343.0608
www.drgrp.com

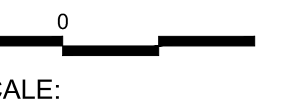


REZONING/SKETCH

MISSION STUMPTOWN ROAD
CHARLOTTE, NORTH CAROLINA

MISSION PROPERTIES, LLC
1114 CLEMENT AVE. #100
CHARLOTTE, NC 28205
704.307.8265

SITE DETAILS



PROJECT #: 695-015
DRAWN BY: MH
CHECKED BY: BG

FEBRUARY 10, 2025

REVISIONS:

1. 04/03/25 PER STAFF COMMENTS

RZ8.00

STUMPTOWN ROAD

March 18 - 2025

precedent



cline

RETAIL

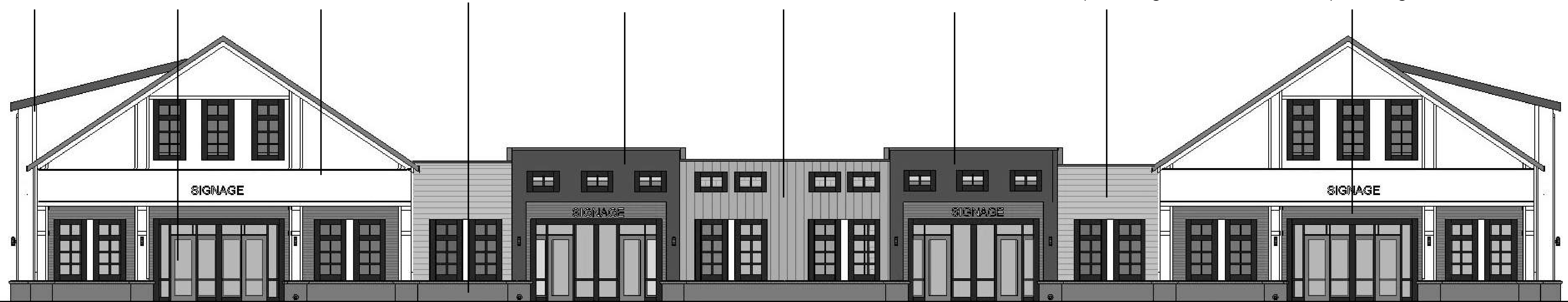
Elevation Retail

Shingle Roof F C Panel Brick Veneer



Maruti Ave. Elevation

Shingle Roof Storefront F C Panel Brick Veneer FC Panel Vertical B&B FC Panel Fiber Cement Lap Siding Fiber Cement Lap Siding



Public Street Elevation

Concept Retail



Concept Retail



Concept Retail

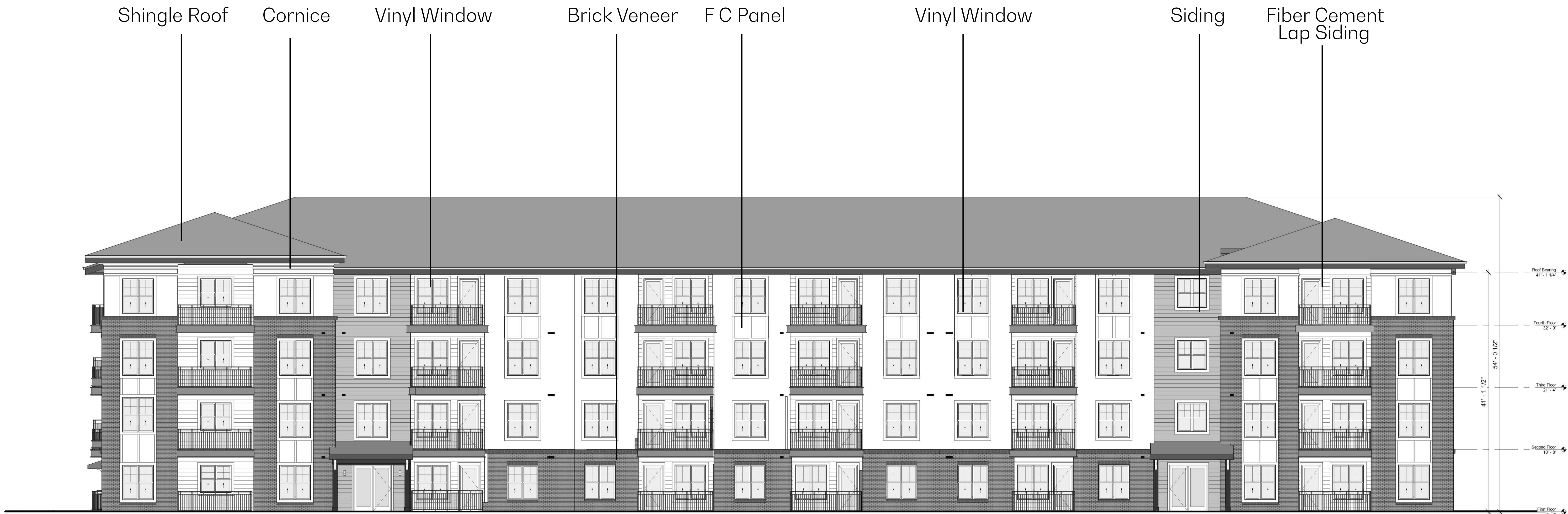


Concept Retail



MULTIFAMILY

Elevation Multifamily



Maruti Ave.Elevation

Concept Multifamily

bldg 2+3
park space



Concept Multifamily

bldg 8
corner amenity



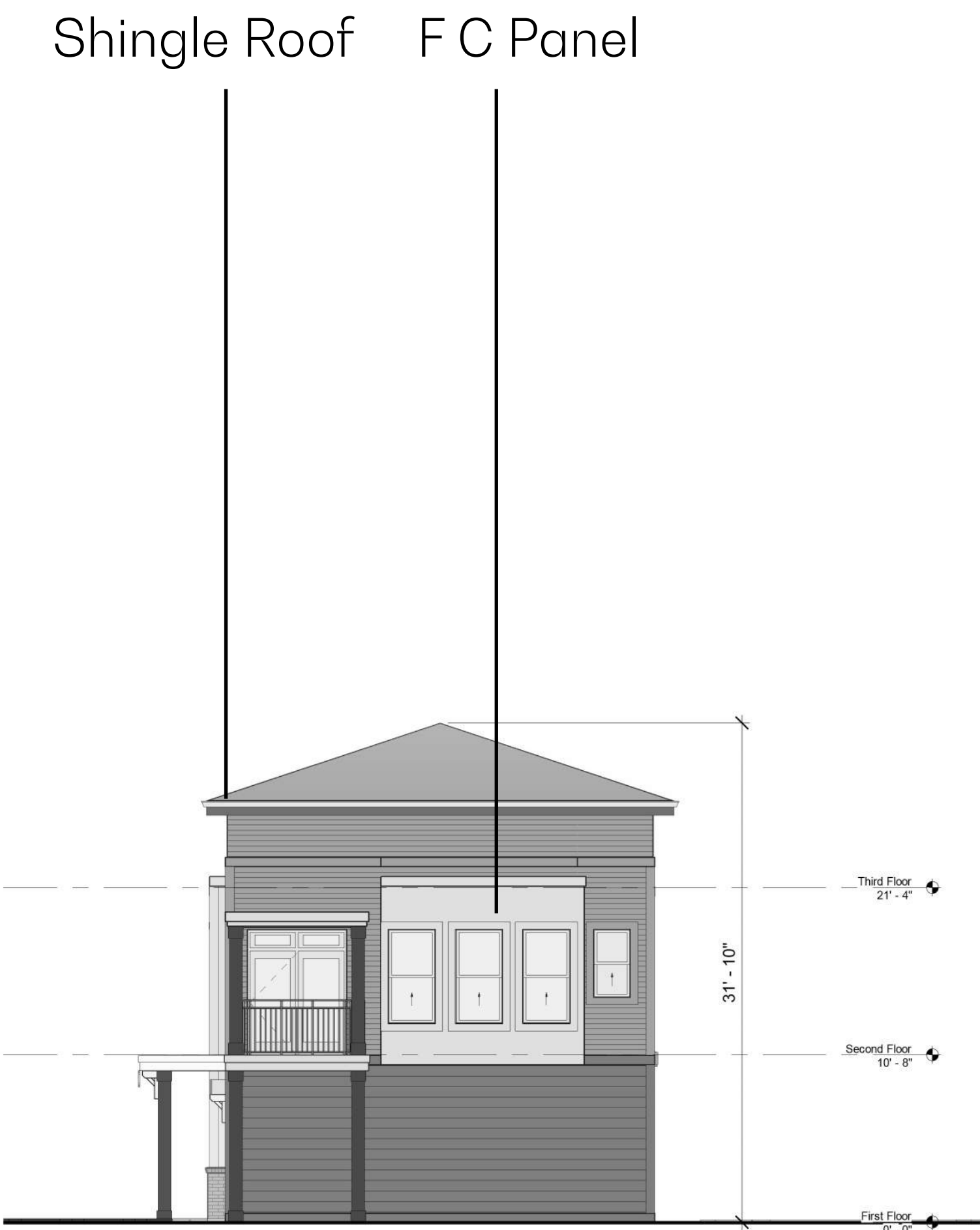
Concept Multifamily

bldg 8
corner amenity

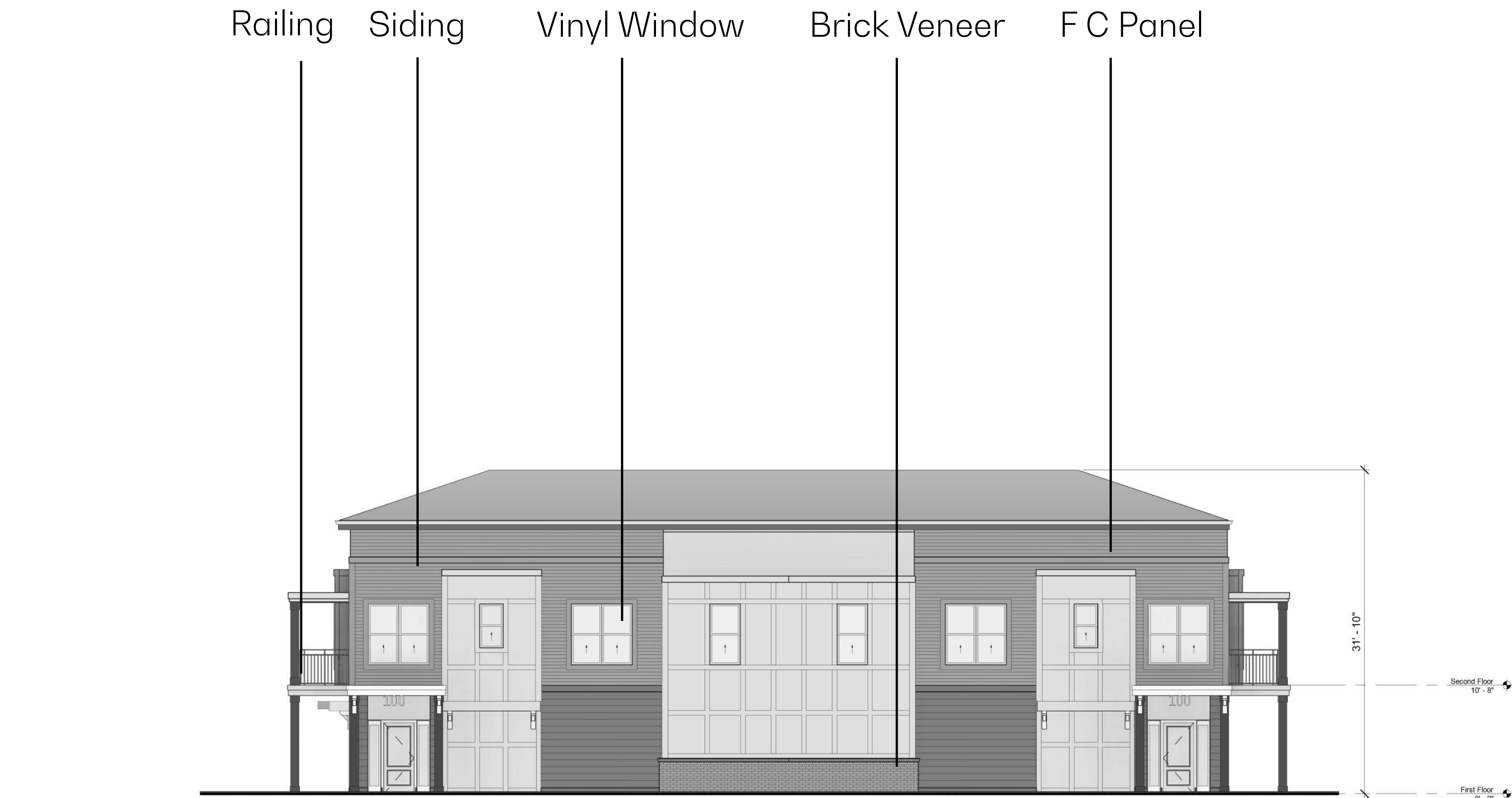


Elevation Carriage House

bldg 4+5



Maruti Ave.Elevation



East Elevation

Concept Carriage

bldg 4+5



THANK YOU

Mission Stumptown Road (R24-13)

Community Meeting Report

Date: December 12, 2024

Time: 6:00pm – 7:00pm

Location: Huntersville United Methodist Church – Fellowship Hall, 14005 Stumptown Road, Huntersville 28078

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

Agenda:

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

Applicant and the attendees discussed the following comments and questions:

General Discussion

- The Applicant shared the PowerPoint presentation attached to this Community Meeting Report.
- General discussion around NCDOT plans for HWY 21 (synchronized street design) and Town Greenway plans.
- General discussion about the CATS Park & Ride location and the potential future Redline station in downtown Huntersville.
- Overview of Huntersville 2040 Land Use Plan policies and how this project aligns with the goals of the plan.

Questions

***Answers in bold**

- Will Maruti Drive extend over the creek and connect to Compass Street? **No, Maruti will not cross the creek to extend to Compass Street. The Applicant is extending Maruti Drive to the north to connect to Stumptown Road.**
- When Maruti extends through the site up to Stumptown Road, will you be able to make a left onto Stumptown Road or will you be forced to take a right? **The understanding of the Applicant is that you will only be able to take a right out of Maruti onto Stumptown. There will be some type of mechanism to stop drivers turning left from Maruti to Stumptown.**
- Similar to the previous question, if you are driving west to east on Stumptown you will be able to make a right onto Maruti but what if you are driving east to west, will you be able to take a left off of Stumptown onto Maruti? **NCDOT does not have an answer at this time, there will not be a left turn lane on Stumptown to turn into Maruti but there will also not be a median restricting the turn. Applicant will find out more information before the Public Hearing.**

- There is already significant traffic on Stumptown and the overpass limits drive options, what will this project do to the traffic volume? **Traffic will be generated by the project but the Applicant is in coordination with NCDOT on the HWY 21 improvements and with the extension of Maruti Drive will mitigate the traffic impact on Stumptown Road.**
- There are concerns about St. Mark Catholic Church and the traffic generated during Sunday Mass. Traffic on a regular mass can bring upwards of 800 people and big events can bring over 1200. **Applicant will follow up with NCDOT and St. Mark Catholic Church regarding these scenarios.**
- Will drivers still be able to drive straight on Stumptown Road across HWY 21? **NCDOT is still working on final plans but there currently are no plans to shut down that crossing.**
- Will everything be rental in this development? **Yes, the apartments will be rental.**
- What size apartments will be offered? **Studio, 1-bedroom, 2-bedroom, and 3-bedroom. With the majority of units being studio and 1-bedroom, and very few 3-bedroom.**
- What is the price point? **1-bedroom from \$1600/month, 2-bedroom from \$1900/month, and 3-bedroom from \$2200/month.**
- What is the current zoning and what will be the new zoning? **Current zoning is Neighborhood Residential (NR). The new zoning will be Highway Commercial (HC).**

COMMUNITY MEETING
SIGN IN SHEET
December 12, 2024, 6:00pm to 7:00pm
R24-13 Mission Stumptown Road Rezoning
Location: Huntersville United Methodist Church - Fellowship Hall
14005 Stumptown Road, Huntersville, NC 28078

ATTENDEE NAME	
Nick West	
David Peete	TGH 284-766-2216
John Kervanovic	980-613-3765
John Morrison	704-728-5717
Christine McMillan	
Dwight Little	
David Beckwith	
David Mores	
Mike Probst	

SIGN IN SHEET

December 12, 2024, 6:00pm to 7:00pm

R24-13 Mission Stumptown Road Rezoning

Location: Huntersville United Methodist Church - Fellowship Hall
14005 Stumptown Road, Huntersville, NC 28078

ATTENDEE NAME

Michael Cox

Met Patel (my place hotel)

Community Meeting Notices

Project Name	Mission Stumptown Road
--------------	------------------------

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be submitted to the Planning Department and incorporated into the application for this project.

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

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
Shirley Knox Brown	1714405	11/27/2024	Certified Mail	Property Owner (SO 6.320.3(a))
Shirley Knox Brown	1714406	11/27/2024	Certified Mail	Property Owner (SO 6.320.3(a))
Deer Hill Limited Partnership	1713413	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Deer Hill LTD Partnership	1713412	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Norman Lofts LLC	1714404	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
June Brown Overcash	1713405	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
June Brown Overcash	1713406	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
June Brown Overcash	1714405	11/27/2024	Certified Mail	Property Owner (SO 6.320.3(a))
June Brown Overcash	1714406	11/27/2024	Certified Mail	Property Owner (SO 6.320.3(a))
Parks at the Lake II LLC	910401	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Parks at the Lake II LLC	910402	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Parks at the Lake II LLC	910403	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Parks at the Lake II LLC	910409	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Myrtle Hoke Powell	1714412	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Myrtle Hoke Powell	1714413	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
RP Huntersville Property Owner LLC	910104	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Sai Krishna LLC	1714414	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Alexander Place LLC	1713509	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Alexander Place LLC	1713601	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Alexander Place LLC	1713808	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Alexander Place LLC	1713446	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Boulder Park Hospitality LLC	1712164	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Boulder Park Property Owners Assoc.	N/A	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Huntson Reserve Homeowners Assoc	N/A	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home

Monteith Park Homeowners Assoc	N/A	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Wooddale Commons Property Owners Ass	N/A	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Sreit Parkview LP	1712140	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Sreit Parkview LP	1712157	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Sreit Parkview LP	1712158	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Stone Hollow Homeowners Assoc	N/A	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Stone Hollow II Homeowners Assoc	N/A	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Triangle Huntersville Commons LLC	1712105	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Huntersville Commons	N/A	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Villages of Mecklenburg Assisted Living	N/A	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Deer Park Apartments	N/A	11/27/2024	Certified Mail	Neighborhood association, property owner association, and home
Mauricio W. West, Administrator	909110	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Samuel & Sandra McAulay	909114	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Matthew McRae	1714389	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Progress Residential Borrower 10 LLC	1714390	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Thomas & Monica Sommers	1714301	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
David & Donna Knox	20105 & 01714	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Judy & William Ford	20105 & 01714	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Eastwood Development Corp	1714316	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Yamasa Co LTD	1714559	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
IH4 Property North Carolina LP	1714558	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Michael & Rodica Jones	1714557	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Natasha Harris	1714556	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Larry & Linda Terry	1714555	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Chavonya Jeter	1714554	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Ning Sun	1714551	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Jack Hurley	1714552	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Maryann Marks	1714553	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Shawn Krizanik	1714566	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Lauren Brayshaw	1714565	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Montserrat Garcia	1714564	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Cecilia Gochoco	1714563	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Ly Thi Nguyen	1714562	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
BAF Assets 4 LLC	1714561	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))

Daniel Poli	1714601	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Nancy Rice	1714602	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
CHS Property One LLC	1714603	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Angela C Ardrey	1714604	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Mark & Sandra Fuller	1714605	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
IH6 Property North Carolina LP	1714606	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Joanerry Hemphill	1714607	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Louis Rivera, Marianita & Aleni Caraballo	1714608	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Yamasa Co LTD	1714609	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Jon & Cecilia Dyer	1714610	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Hudson SFR Property Holdings II LLC	1714611	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Progress Residential Borrower 12 LLC	1714612	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Kermit White	1714613	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Lisa & Abbas Salongo	1714614	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Tricon SFR 2020-2 Borrower LLC	1714615	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
David & Gabriella Hoover	1714616	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Preston & Robin McDaniel	1714617	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Felicidad Cruz	1714618	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Jian Weng & Liayun Li	1714619	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Lena Ty	1714620	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Lilieth Herbert	1714621	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
IH6 Property North Carolina LP	1714622	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Amber Cason	1714623	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Robert & Margaret Kulp	1714624	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Montpelier Assets LLC	1714549	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Rohan Rammohan	1714548	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Marcus Graham	1714547	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Kevin & Joy Decker	1714546	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
James & Marian Neal	1714664	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
Timothy & Rhina Costello	910112	11/27/2024	Certified Mail	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))

Mission Stumptown Road

R24-13 – MIXED USE DEVELOPMENT

Mission Properties Overview



boutique to institutional



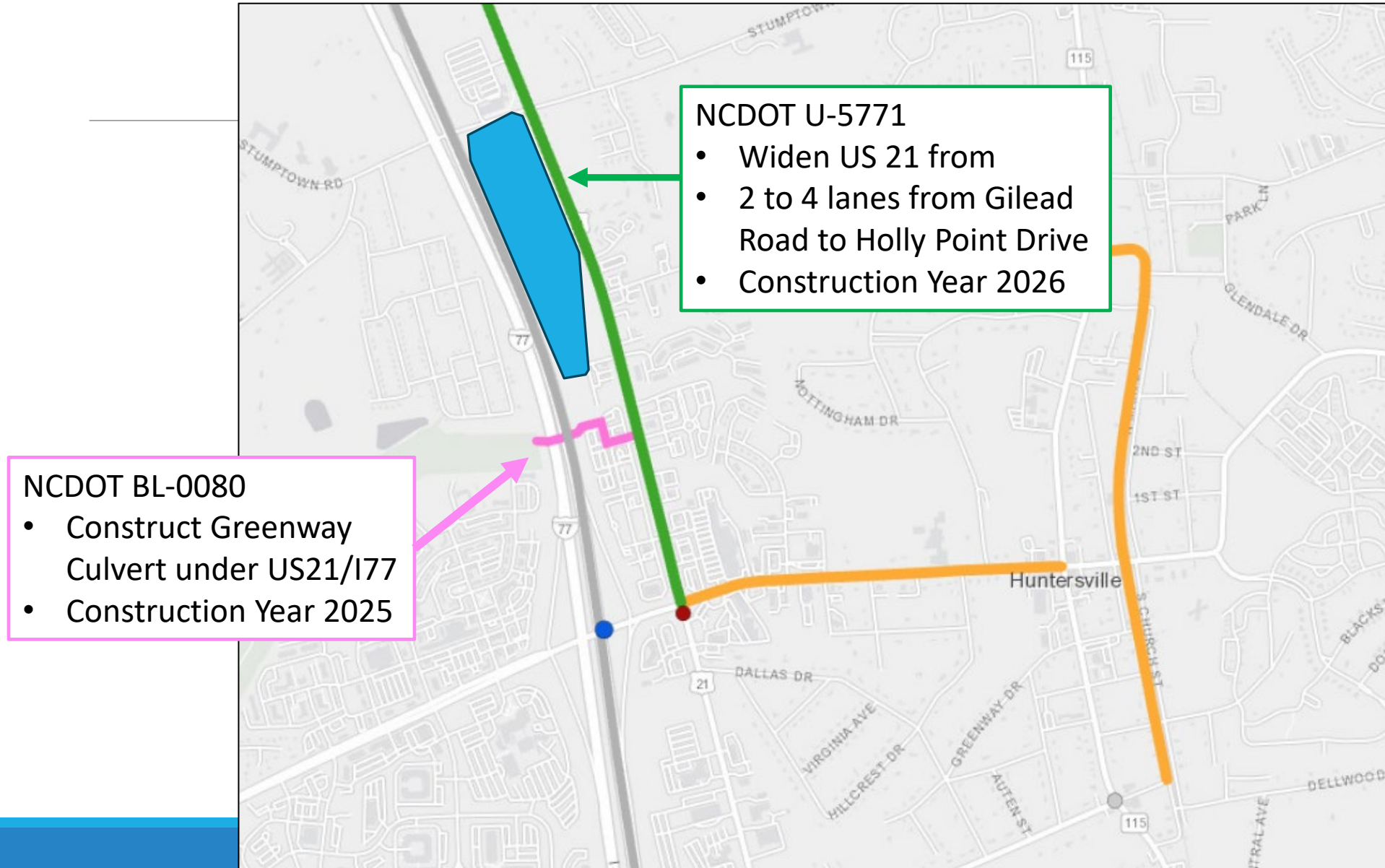
urban to suburban



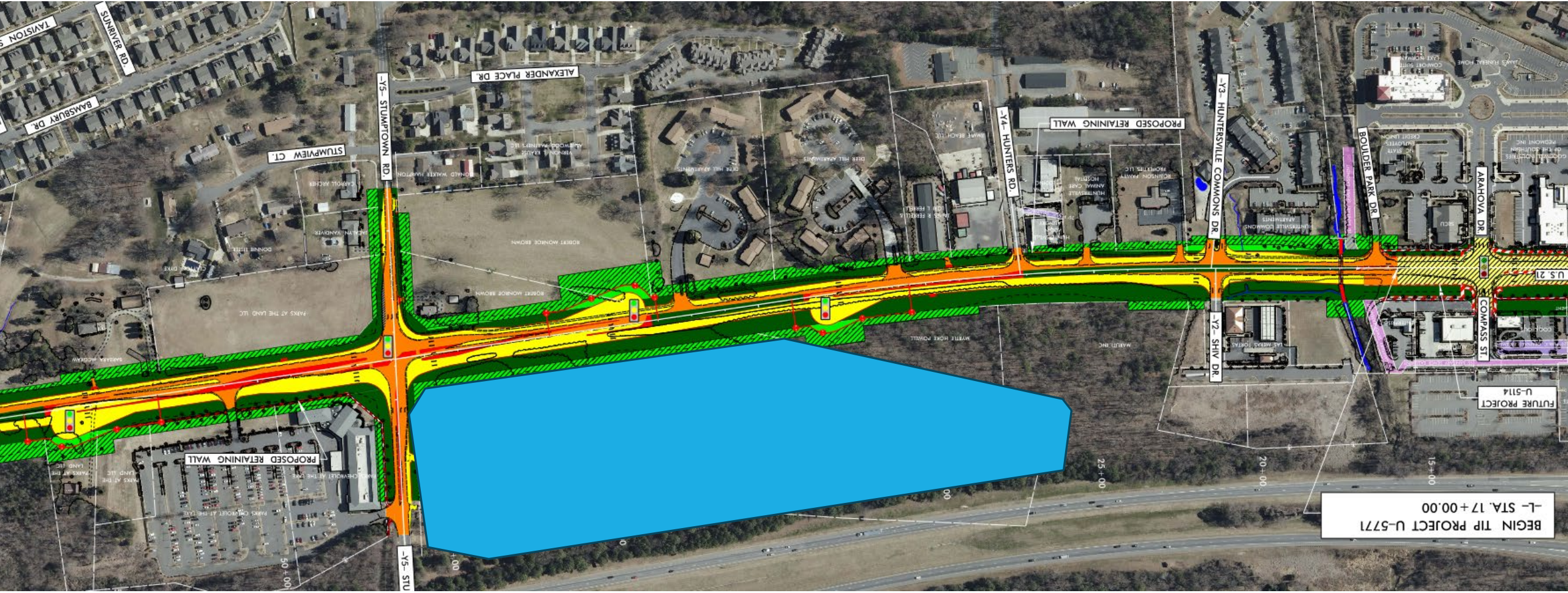
Precedent Images



NCDOT Roadway Improvements



NCDOT Roadway Improvements





- ❖ Northern extension of Maruti
- ❖ Pedestrian connectivity through Maruti Drive to Greenway, Downtown Huntersville and Rosedale
- ❖ Within 1.3 mile walking distance of future rail
- ❖ Residents to activate Downtown Huntersville

Site Plan

Project Details

- 19.08 acres
- Current Zoning: NR
- Proposed Zoning: HC(CD)
- Mixed-Use Development
- 40,000 SF Commercial in NW node/near hospital
- 121 additional attached residential
- 10 attainable residences
- Urban Open Space
 - Plaza
 - Greens
 - Pedestrian Passageway
- Connection to Maruti Drive South



Quality Development Commercial Concept (draft 12.10.24)



Commercial Concept (draft 12.10.24)



Commercial Concept (draft 12.10.24)



Residential Concept (draft 12.10.24)



Residential Concept (draft 12.10.24)



Economic Benefits

Current Property Tax: **\$5,129.36 per year**

Future Property Tax at Buildout: **\$182,000.00 per year**

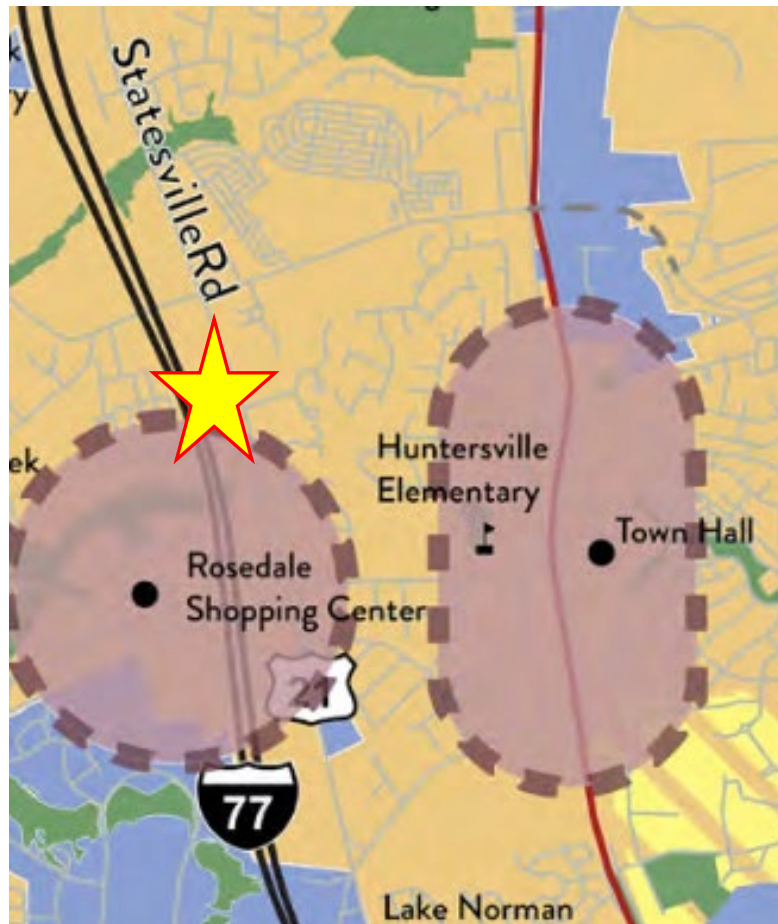
Construction Benefits: **\$80,766,817.02**

Construction Job Creation: **372 jobs**

Yearly New Resident Spending in Huntersville: **\$784,786.37**

Job Creation: **100-200 permanent jobs**

Huntersville 2040 Community Plan



Future Land Use Character Areas



Town Core

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



Mixed Use Centers

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

Huntersville 2040 Community Plan



2040 Policy Recommendations

LU-1

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

LU-6

Policy LU-6: Support a mix of land uses in key locations.

LU-10

Policy LU-10: Encourage a diversity of housing options.

EOS-10

Policy EOS-10: Improve bicycle and pedestrian facilities throughout Town.

T-1

Policy T-1: Link land use with transportation using the mobility framework

T-3

Policy T-3: Improve connectivity throughout the study area.

Summary of Benefits to Huntersville

Project Benefits

Attainable Housing

Pedestrian & Vehicular Connectivity

Downtown Activation

Economic - Increase Tax Base and Spending

2040 Land Use Plan

Proximity to Public Transportation

Quality Mixed Use Development

NCDOT Roadway Improvements



ACTIVATED MIXED-USE AND ACTIVITY CENTERS

Create vibrant, pedestrian-accessible mixed-use areas with restaurants, small businesses, and housing.



GROWTH MANAGEMENT

Focus growth near the central core and limit growth in less developed areas.



TRANSPORTA- TION

Improve streets and sidewalks and expand transportation options.



GREENWAYS & TRAILS

Connect 30,000 residents to greenways and trails by 2030.



ECONOMIC DEVELOPMENT

Balance the tax base, encourage entrepreneurship and attract target industries.

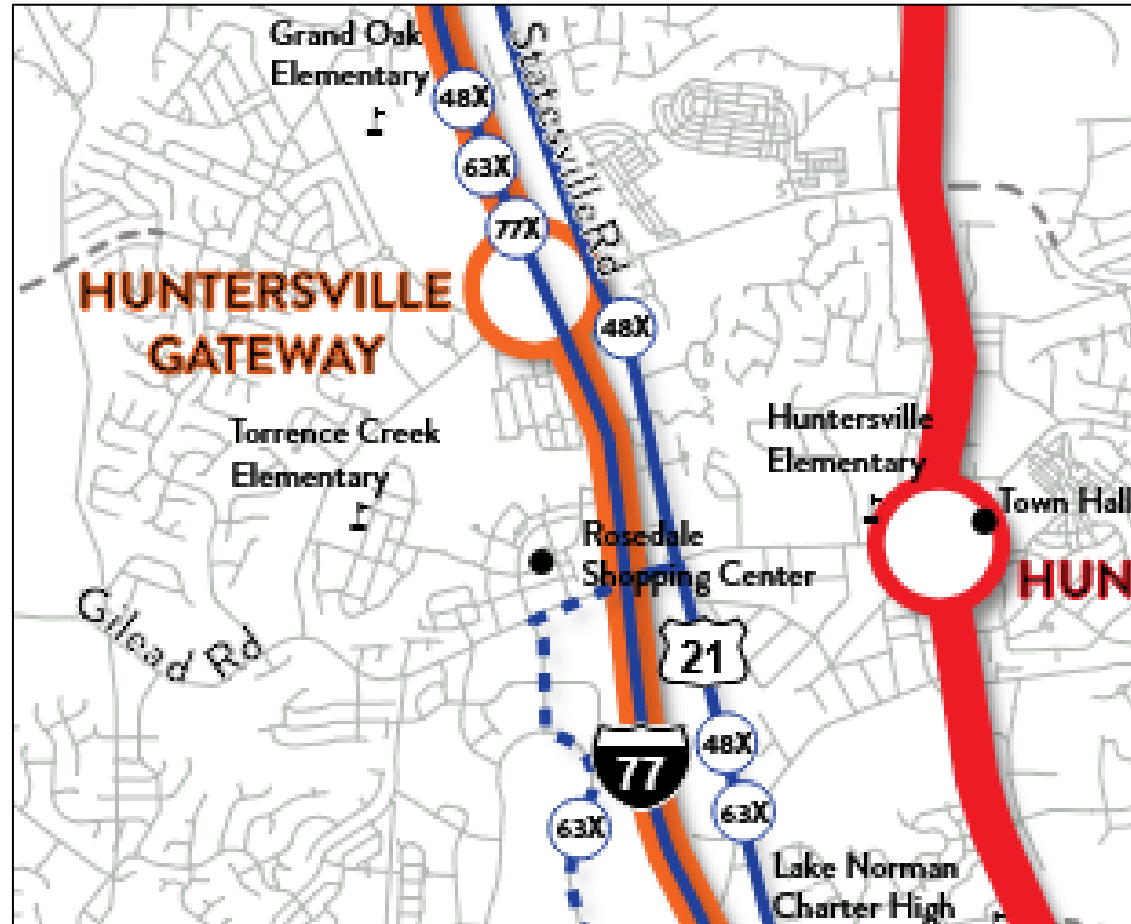


Questions?
Thank you!

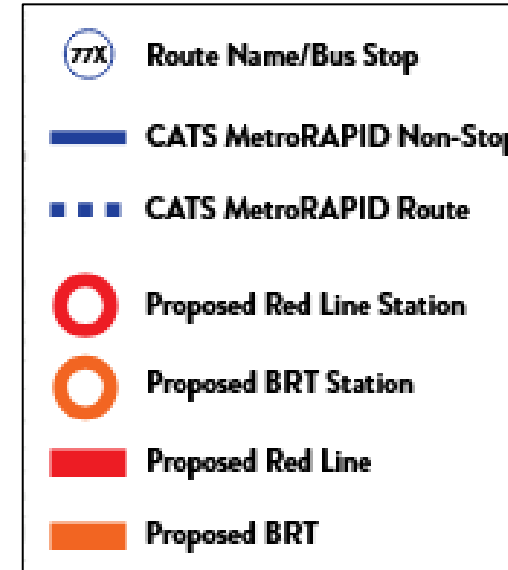
Tentative Meeting Schedule

- Public Hearing – February 4, 2025
- Planning Board – February 25, 2025
- Town Board Vote – March 18, 2025

2040 Plan Transportation Network



Proximity to Public Transportation



November 26, 2024

SUBJECT: Notice of community meeting for information related to a Conditional Rezoning and Sketch Plan of the property located east of Interstate 77 at 14403 & 14411 Stumptown Rd., Huntersville, NC, shown on the map below and having Parcel ID Numbers of 01714405 & 01714406. The Applicant for the subject property is Mission Properties, LLC.

To Whom It May Concern:

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

MEETING DETAILS:

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

Thursday, December 12, 2024

Huntersville United Methodist Church - Fellowship Hall

14005 Stumptown Rd.

Huntersville, NC 28078

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

Sincerely,

Mission Properties, LLC.





**Town Engineering Rezoning Comment Summary
R24-13 Mission Stumptown Road (CSP-500043)
14403 Stumptown Road (PID 01714405, 01714406)
Huntersville, NC 28078**

General Project Information

This proposed rezoning is located at the Southwest corner of Statesville Rd (U.S. HWY 21) and Stumptown Rd and consists of a mixed-use development, an extension of Maruti Avenue to Stumptown Rd, with an access to Stumptown Rd and U.S. HWY 21. The anticipated impacts of a funded CRTPO project on U.S. HWY 21 look to have been considered by the applicant.

Engineering Staff Comments

Traffic Impact Analysis (TIA): Based on the uses and intensities proposed, the development is over the Town's threshold to require a TIA. The developer's consultant submitted a TIA on January 31.

The TIA evaluated conditions prior to the completion of the NCDOT STIP Project U-5771 and after the STIP project. The Town review focused on the intersection of US21 at Stumptown and the site access to Stumptown and US21.

Based on the results of the TIA the following improvements are recommended if the project moves forward prior to the completion of the STIP project:

US21 (Statesville Road) at Stumptown Road

- Construct an additional southbound through lane on US 21 with a minimum of 150 feet of storage. (a south bound through receiving lane, long enough to meet NCDOT criteria, is also included)

Stumptown Road at site access A (Maruti Ave Ext.)

- Construct a westbound left turn lane on Stumptown Road with 100 feet of storage
- Access A (Maruti Ave Extension) to have a protected stem length of 100 feet

US21 at site access B (Public Street A)

- Construct a southbound right-turn lane on US21 with 100 feet of storage
- Construct a median on US21 at access B (Public Street A) to restrict access to right-in/out only



If the project moves forward during construction of or after completion of the STIP project, the following improvements are recommended to be completed:

Stumptown Road at site access A (Maruti Ave Ext.)

- Construct a westbound left turn lane on Stumptown Road with 100 feet of storage
- Access A (Maruti Ave Extension) to have a protected stem length of 100 feet

US21 at site access B (Public Street A)

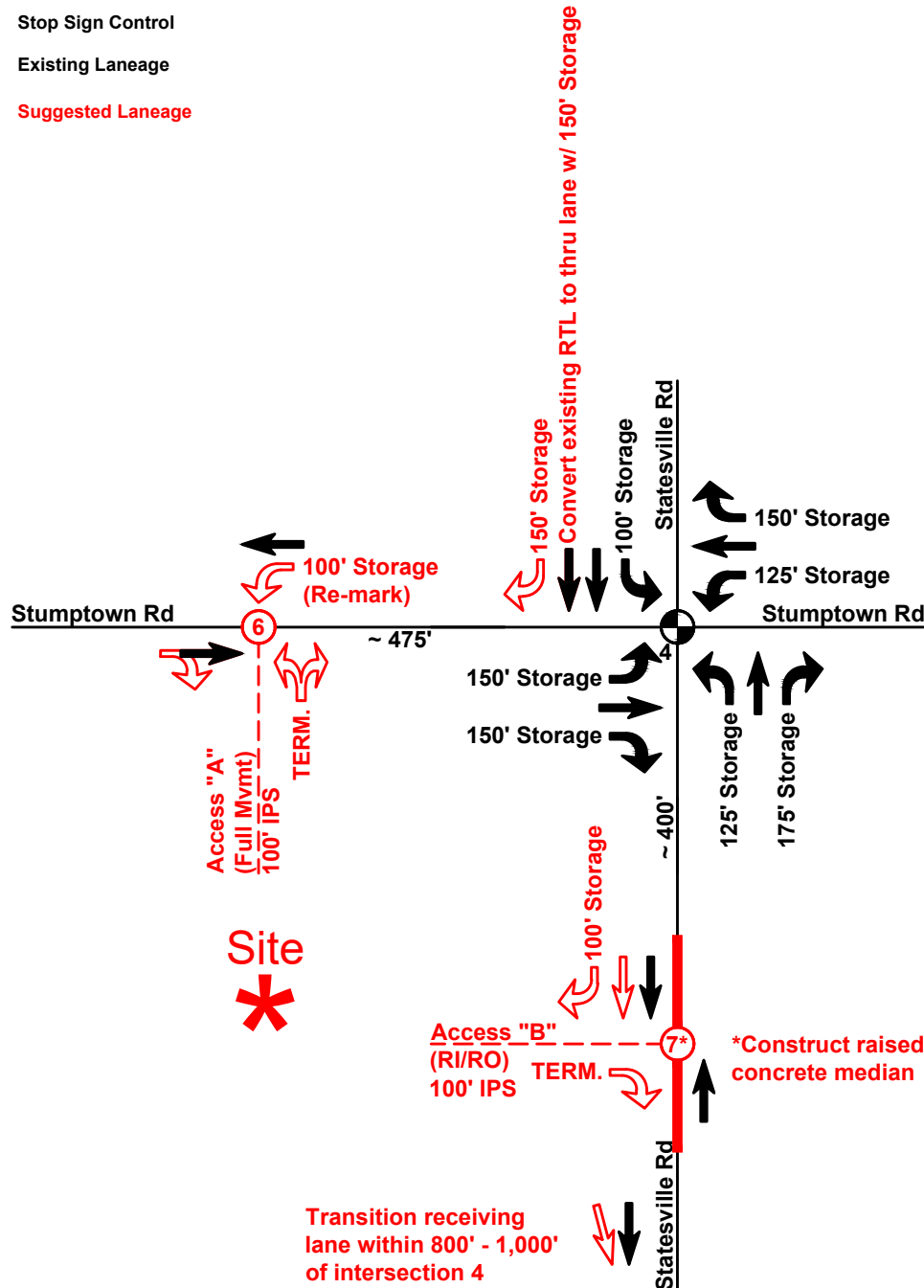
- Construct a southbound right-turn lane on US21 with 100 feet of storage

Site Plan Comments:

- 1) Street tree locations are subject to change during the construction plan phase to meet requirements of the Town's Engineering Standards and Procedures Manual and NCDOT Planting Guidelines. Some proposed street tree locations shown on the latest plan set do not meet minimum standards.
- 2) The latest plans show a driveway connection and other grading work on an adjacent parcel (PID 01714404). Work proposed on adjacent parcels will require written approval from property owner prior to construction document approval.

LEGEND

-  Traffic Signal
-  Stop Sign Control
-  Existing Laneage
-  Suggested Laneage



Note

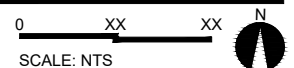
Only intersections 4, 6, and 7 are analyzed under pre-STIP conditions.

STUMPTOWN & STATESVILLE RD TIA

HUNTERSVILLE, NC

MISSION PROPERTIES
 1114 CLEMENT AVENUE, SUITE 100
 CHARLOTTE, NC 28205

**SUGGESTED
 LANEAGE
 (PRE-STIP U-5771)**



PROJECT #: 695-016
 DRAWN BY: CRB
 CHECKED BY: MWW

JANUARY 2025

REVISIONS:

1.	

Figure 14



Request for Board Action

April 22, 2025

To: Board Members

From: Brad Priest, Assistant Planning Director

Date: April 22, 2025

Subject: Petition #R24:14 Commerce Station Industrial Rezoning Request

EXPLAIN REQUEST:

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

ACTION RECOMMENDED:

Consider taking final action on R24-14 on Tuesday, April 22, 2025.

FINANCIAL IMPLICATIONS:

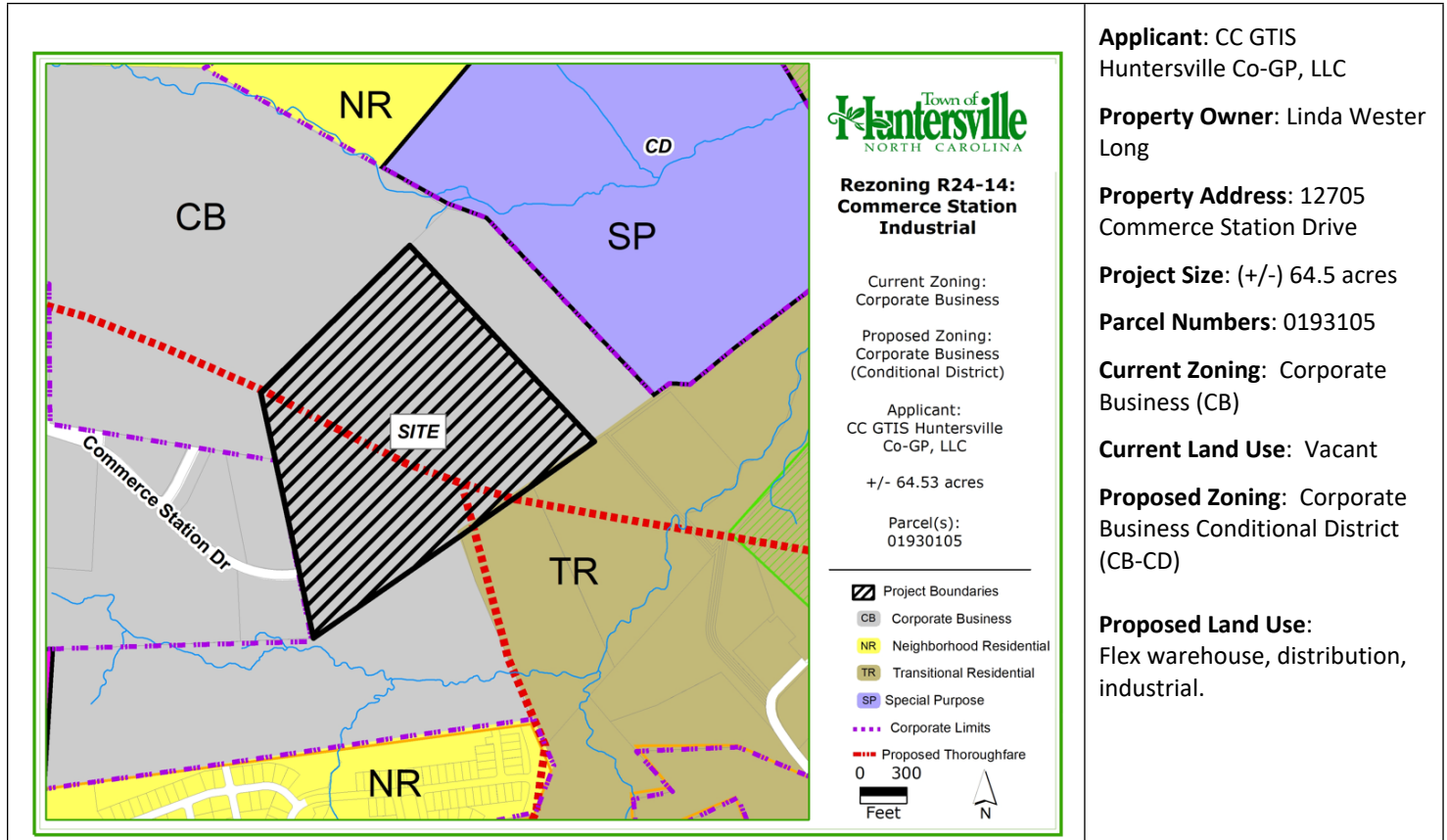
N/A

ATTACHMENTS:

1. R24-14 Commerce Station Staff Report - TB- 4 22 25
2. R24-14 Commerce Station Rezoning Plan - 3 28 25
3. R24-14_Eng Attachement_Final Action_2025 0410
4. Commerce Station - SeamonWhiteside TIA Determination 6-11-24
5. R24-14 Commerce Station Community Report Package12.6.24
6. Commerce Station Industrial GA Fully Executed

Petition R24-14 Commerce Station Industrial

PART 1: PROJECT SUMMARY

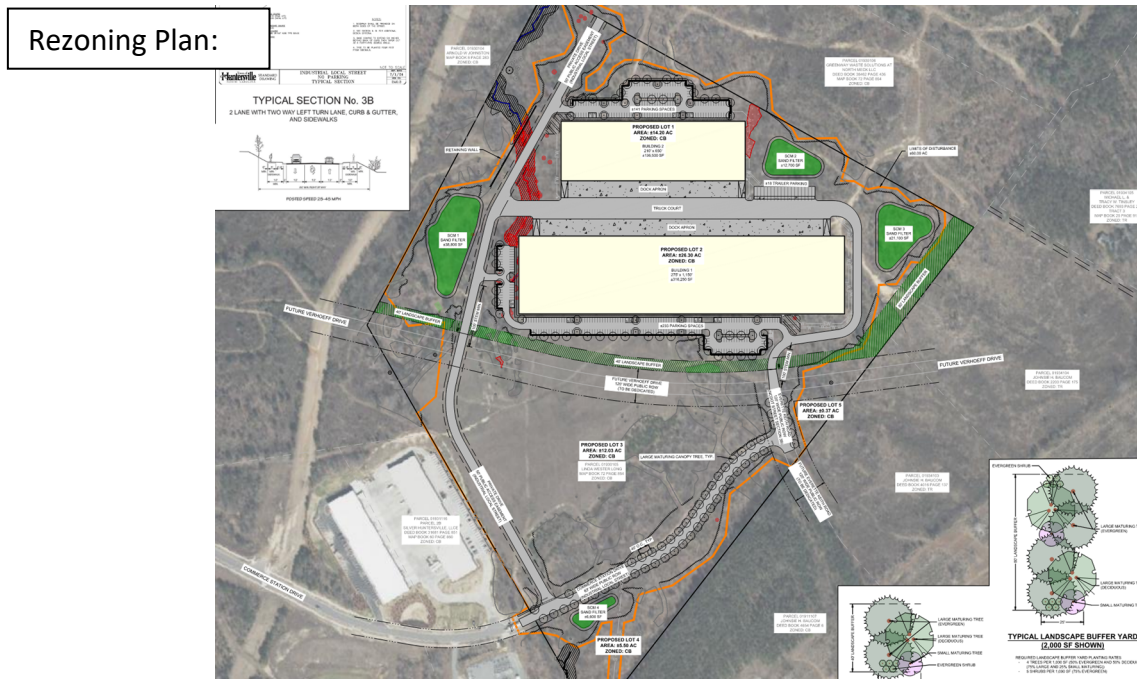


1. Purpose: Petition #R24-14, a request by Linda Long to rezone +/- 64.5 acres located at 12705 Commerce Station Drive from Corporate Business to Corporate Business Conditional District (parcel ID 01930105). The purpose of the rezoning is to develop an industrial and flex space warehouse development.
2. Adjoining Zoning and Land Uses.
 - North: Special Purpose (SP) zoning, Greenway Waste Construction and Demolition Landfill and Recycling.
 - South: Corporate Business (CB) zoning, vacant, Cane Creek. Transitional Residential (TR) zoning, Single Family Residential, vacant.
 - East: Transitional Residential (TR) zoning, Single Family Residential, and vacant.
 - West: Corporate Business (CB), Flex warehouse, Commerce Station Industrial development.
3. A neighborhood meeting was held on Wednesday December 11th, 2024. The invitation list, invitation, attendance list, and summary of the meeting are included in the agenda packet for review. Several adjacent property owners attended the meeting to discuss the potential project and ask questions of the applicant.
4. Planning staff certifies that notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad was placed in the Charlotte Observer; and posting of a rezoning sign along Commerce Station Drive in front of the property.

PART 2: REZONING/SITE PLAN

Site Plan Description

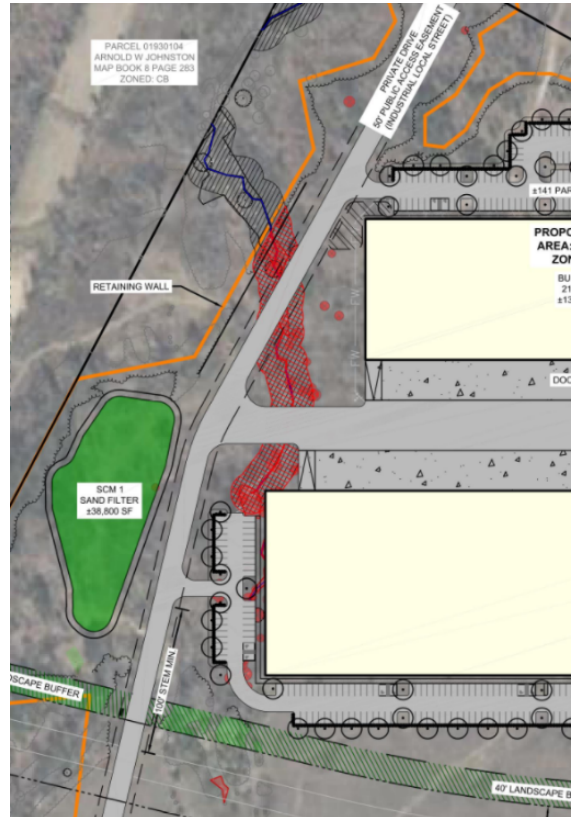
- The applicants are proposing to develop a 4-lot commercial subdivision. Lots 1 and 2 are currently shown on the rezoning plan as distribution and flex warehouse buildings. Lot 3 is shown as a vacant 12-acre tract with undetermined uses, and lot 4 is also a vacant lot with storm water controls and utilities. Development on lot 4 is likely limited due to its narrow width and utility location.
 - UPDATE 4/10/24:** A note was added to the plan stating that Lots 3 and 4 are intended to be allowed by right per current code standards. No site plan or conditions to these lots are proposed. The current property owner is retaining these lots for future development.
- The property is currently zoned Corporate Business (CB), and the uses proposed are already allowed uses in the CB district. However, as part of the development, the applicants are requesting to remove a portion of stream on the property and encroach on a Surface Water Improvement and Management (SWIM) buffer. This is permitted under Article 8.25.10 with the approval of a conditional district rezoning and mitigation. Therefore, the applicants have submitted this conditional rezoning application to allow the stream buffer encroachment and to also request modifications of the ordinance per Article 11.4.7 k.
- The maximum total building size for the development is proposed to be capped at 500,000 sqft.
 - UPDATE 4/10/25:** Updated notes state that this maximum is only for lots 1 and 2. No conditions or maximums are proposed for lots 3 and 4.
- The applicants propose to construct an expansion of Commerce Station Drive to provide access and required street frontage for lots 2 and 3. A private drive built to public street standards would provide access to lot 1 (see modification for sidewalk request below).
- The private drive is also intended to be extended to Greenway Waste landfill's property line to the north. Along with a public easement on the private drive, this would give the landfill the ability to move its main entrance and access off Holbrooks Road as required by their Conditional Rezoning Plan and Special Use Permit approved in 2016. If this plan is approved, staff would work with the landfill to schedule the access change.



Rezoning Issues:

- Modifications:
 - Buffers: Article 7.5.8 of the Zoning Ordinance requires that buffers be undisturbed. The applicants are requesting to be allowed to grade into the required 40- and 80-foot buffers and replant them in various locations as shown on the plan. Staff supports the proposed modifications and the buffers being replanted.
 - Sidewalk: Article 8.1.5 of the Zoning Ordinance allows developments in the CB district to access interior lots with a private drive built to public street standards. The applicants propose to access lot 1 with such a drive but are requesting a modification of the sidewalk on one side requirement. The request is also to construct the “Industrial Local Street” design rather than the “Retail Mixed Use” design as required in the ordinance. Staff supports the Industrial Street design due to the heavy trucks and traffic proposed on the drive. However, as this is an access road for a building in the development, and Commerce Station block length needs to be shortened per ordinance, staff recommends a sidewalk be installed on one side at minimum. See block length discussion immediately below.
 - UPDATE 4/10/25: The modification to allow no sidewalk has been removed and a sidewalk is now proposed on one side of the private drive (with a public access easement). However, the modification now includes allowing a 5-foot sidewalk rather than the required 7-foot sidewalk for commercial districts. Staff supports this modification due to consistency with Commerce Station Drive which already has a 5-foot sidewalk.
 - Block Length: (This modification is not yet requested but will be required unless an additional street stub is added to Commerce Station Drive). Article 5.1 requires that industrial streets have block lengths no greater than 1,500 feet (street lengths between public street intersections). With the expansion of Commerce Station Drive, the block will be an estimated 2,300 feet from the closest planned public street intersection (future business park street proposed at the natural gas ROW about 1,000 feet west of the subject property). Staff therefore recommends the private drive proposed to access lot 1 have sidewalk and street trees to function as a public street and providing the necessary block break to Commerce Station Drive (public dedication of the ROW would not be necessary).
 - UPDATE 4/10/24: An updated note (14 d) is now included on Sheet C1.1 that requests allowing the private drive to count toward the required block break. With the sidewalk and street trees added to the private drive on the updated plan, staff supports the modification.

- **SWIM Buffer:** Article 8.25.6 of the Zoning Ordinance prohibits grading and building in SWIM buffers (stream buffers). Per Article 8.25.10, the applicants are requesting approval of a conditional district rezoning for encroachment into the SWIM buffer for small streams that drain less than 50 acres in the CB zoning district. Please see the stream impacted in the graphic here in red. To encroach, stream mitigation is required in addition to the approval of the conditional rezoning. The applicants are proposing to meet the minimums of the ordinance by providing Article 8.25.10 #8 mitigation: purchasing mitigation credits through the Mecklenburg County Stream Restoration Program.

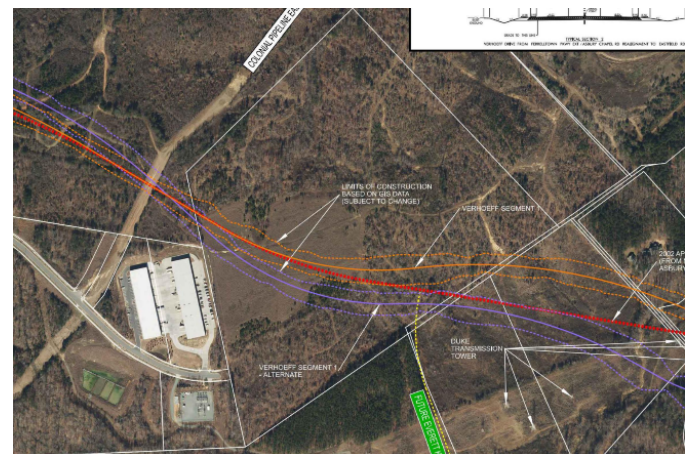


to

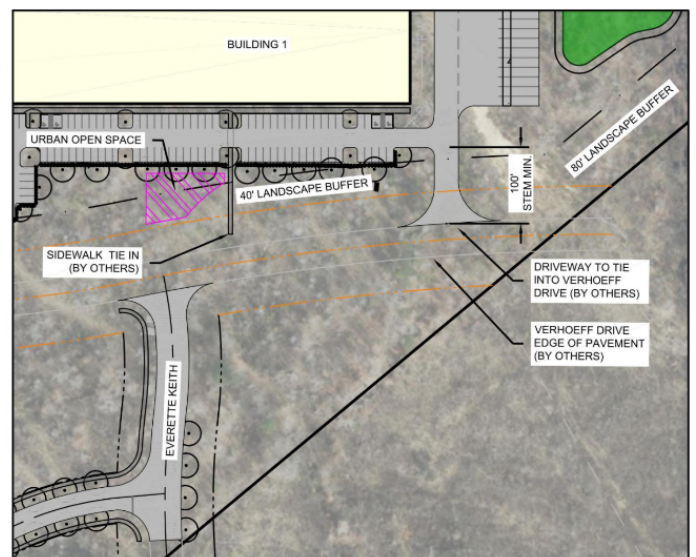
- **Staff Comment:** Per Article 3.1.2.1 and Policy 8.2 of the Huntersville 2040 Plan, staff recommends the applicant go above and beyond the minimums of the ordinance and look for practical ways to mitigate the encroachment of the stream. The mitigation funds for stream restoration are not earmarked for local use and could be used in a way that does not positively affect Huntersville's water quality. Staff is recommending mitigation that is either on site or nearby which would be a net benefit for local water quality.
- **UPDATE 2/14/25:** The applicant has discussed with staff potentially partnering with Mecklenburg County on a future Cane Creek restoration project. Discussions are preliminary, but such a local stream project would benefit Huntersville water quality and would have staff support.
- **UPDATE 4/10/25:** A note on Sheet C1.1 was added to the plan stating that mitigation for the stream would be per the code, and that the mitigation fees "may" be applied to the Mecklenburg County Cane Creek project if allowed by Mecklenburg County. Staff recommends that the "may" be changed to "shall" be applied to the Cane Creek project if approved by Mecklenburg County.
- **Thoroughfares:** A major and minor thoroughfare alignment intersect on the subject tract; Verhoeff Drive Extension and Everette Keith Road Extension.
 - **Verhoeff Drive Extension:** The alignment shown is proposed to be dedicated right of way, but is slightly different from the currently approved Comprehensive Transportation Plan (CTP). the Town of Huntersville is currently in the process of submitting an alignment study to the Charlotte Regional Transportation Planning Organization (CRTPO) to potentially update the official alignment. Therefore, the current path of the thoroughfare could change and affect the submitted site plan. The applicants have added a rezoning note to the plan requesting a modification to allow their site plan to change the alignment and site plan without having to go back before the Town Board. Depending on the resultant new alignment, this could cause significant changes to the design of the site.
 - **Staff Comment:** Staff recommends the either of two options; First and ideally, the applicants could wait until the re-alignment process is complete and finalized to ensure that the plan proposed does not conflict with the final approved thoroughfare alignment. Or, secondly, the applicants could now provide several alignment "options" that show how their site plan can

accommodate various versions of the proposed alignment (the Town's consultant is working on the alignment versions to submit to CRPTO now). Then, depending on how the alignment is finalized, the applicants would build the closer matching option. Staff supports either option.

- **UPDATE 4/10/25:** The updated rezoning plan includes the Town consultant's recommended alternative alignments as an exhibit (Sheet C6.0). It shows the existing Verhoeff alignment in red, a possible more northern alignment in orange, and a more southern possible alignment in purple. See graphics on this page. The updated rezoning plan shows the following regarding the possible alignments:



- The proposed site plan functions with the current red Verhoeff alignment as originally shown. (staff recommends a note be added to address the right of way reservation for the red/current alignment as well)
- The site plan can also work with the possible orange alignment with future driveway changes to the site. Sheet C3.0 includes an inset that shows the needed modifications (see graphic to the right). Note 14 f was added to the plan stating that if the orange alignment were chosen, the applicant would reserve the right of way for Verhoeff Drive at building construction and dedicate it once the Verhoeff began to be constructed. However, at the time of Verhoeff Drive's construction, it would be up to the Town of Huntersville or NCDOT ("others") to modify and relocate the site's driveways and to install the updated buffer along the Verhoeff frontage.
- The possible purple alignment is not accommodated for, and the applicants make no commitments to reserve or dedicate the right of way (other than perhaps what overlaps on the existing alignment) if this alignment were ultimately chosen. This alignment would mostly affect lot 3, which is not immediately proposed to be developed. Therefore, this rezoning plan shows no conflict with the proposed purple alignment. Additionally, if no development on this lot occurs until after CRPTO were to approve the purple alignment, development of lot 3 would still be required to reserve it at that time. Staff finds this aspect of the plan acceptable.
- It should be noted that the above exercise was a "best guess" effort to examine the proposed rezoning plan's overall consistency with the possible outcomes of the Verhoeff realignment study. However, the Town consultant's recommended alignments (orange and purple) are not the final options. The public process and CRPTO realignment study could result in other possible alignments not considered or shown. *Therefore, moving forward with the rezoning prior to the*



**ORANGE ALIGNMENT DRIVEWAY
SCHEMATIC DESIGN**

conclusion of the realignment study carries a degree of risk that a final desired alignment could conflict with this development.

- If a significantly different alignment is considered and there is a conflict, the applicants have note (14 b) on Sheet C1.1 that states that no rezoning is required. They would essentially be “vested” to construct their development as currently shown.
 - Ultimately, the effect of approving this rezoning plan for lots 1 and 2 prior to the conclusion of the realignment study is that some potential desirable alignments could be abandoned due to a conflict with the proposed buildings of the rezoning. It is unlikely that a final alignment would be chosen where a newly constructed building and industry would conflict.
 - STAFF COMMENT: Considering all the above, staff is comfortable moving forward with the application at this time. The applicant has acted in good faith to show consistency with as many potential alignments as possible even though only the current alignment is required to be reserved by ordinance. Additionally, although the chance exists that the site plan could conflict with potential alignments, staff recommends the chance has been reduced through the rezoning process and site plan/alignment discussion.
- Everette Keith Road Extension: The Everette Keith thoroughfare alignment shown is generally correct and represents the current CTP. The portion from Commerce Station Drive to Verhoeff Drive is proposed to be built. The extension of Commerce Station Drive and its intersection with Everette Keith Drive is very close to Everette Keith Drive’s intersection with Verhoeff Drive. These intersections are closer than recommended.
 - Staff Comment: Although the proposed Everette Keith Drive/Commerce Station Drive intersection is closer to the Verhoeff Drive intersection than recommended, staff supports the construction. Verhoeff Drive construction is not currently funded or on the North Carolina Transportation Improvement Program (NCTIP). Therefore, its actual construction is many years away. When Verhoeff Drive is constructed, it is likely that much of the Everette Keith Road intersection and the Commerce Station Drive intersection will need to be rebuilt. These additional roads would then be placed in the most appropriate locations at that time in the future.
- Open Space: Article 7.11.1 C requires urban open space in all major subdivisions. No urban open space has been found on the submitted plan.
 - UPDATE 4/10/25: The updated plan labels two general areas near the buildings’ parking lots as urban open space. However, these areas are inadequately located and are not designed per Article 7.11.1 of the Zoning Ordinance. Staff recommends that the best location for the urban open space is at the corner of Commerce Station Drive and the private drive access to lot 1 (on lot 3). This corner location would create a very clear block break to the public street, provide a public space for pedestrians along the public street, and create an attractive entrance to the development. However other locations that connect the buildings to the public realm on lot 1 or 2 would also be acceptable if designed as a usable and functional public space.
 - Conditional Notes: The “Schematic Nature of the Rezoning Plan” note #3 on sheet C1.1 would allow extraordinary flexibility to all aspects of the conditional plan. The number of buildings, uses, street locations, lot locations, sizes, building materials etc. could all significantly change due to this note. Staff is concerned that this note nullifies the intent of the conditional plan and could allow a completely different design to be built from what was presented to the Town Board and public. Flexibility for construction after sketch plan approval is routine and to be expected, but staff recommends the note be amended to only allow “minor revisions consistent with the general layout of the rezoning plan as approved by staff”, or a variation thereof.
 - UPDATE 4/10/25: The note has been updated with the sentence that states: “Notwithstanding the foregoing, minor revisions to the portion of the rezoning plan including lots 1 and 2 that are consistent

with the general layout of the rezoning plan may be administratively approved”. Staff finds this additional wording acceptable; only allowing minor changes that are consistent with the general layout of the approved plan. Other changes deemed by staff as major changes would require a rezoning.

- **Vacant Lots:** No uses or development is prescribed in lots 3 or 4. Staff recommends a general scope of what type of development is proposed in the vacant lots for review.
 - **UPDATE 4/10/25:** No immediate development is proposed on lots 3 and 4 at this time. These properties are being reserved by the current property owner for future development. The applicants are only developing lots 1 and 2. Therefore lots 3 and 4 are noted to be allowed to develop with no restriction except per the ordinance. Staff finds this update acceptable.
- **Maximum Building Size for the Development:** A maximum building size of 500,000 ft² has been submitted for the development. But lots 1 and 2 by themselves total 452,750 ft². Staff requests clarification if the remaining two lots (3 and 4) would be limited to 47,250 ft².
 - **UPDATE 4/10/25:** See comment above. No conditions are proposed on this property due to different ownership and later development. Any further development on this property will stand on its own and must meet all requirements of the ordinance at the time of construction.
- **Minor Site Plan Comments:** Several minor site plan comments remain unresolved. Staff recommends these comments be addressed on the updated rezoning submittals.

PART 3: TRANSPORTATION ISSUES

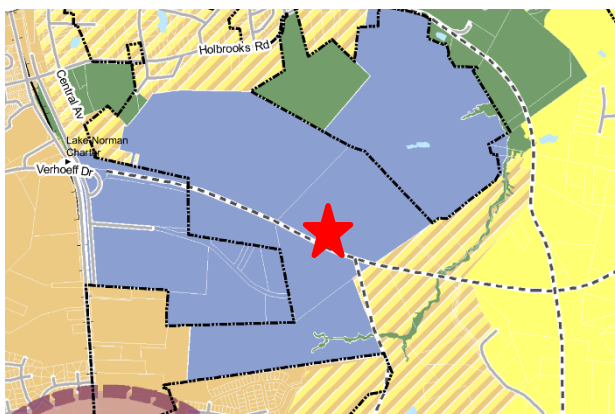
Traffic Impact Analysis (TIA)

- A Town TIA for the proposed project is required, has been received, and has been accepted by engineering. Please find the attached updated engineering memorandum in the agenda packet.
- The required mitigation for the development is as follows:
 - S. Church Street/Mecham Farm Drive at Commerce Station Drive
 - Construct a southbound left-turn lane on S. Church Street/Mecham Farm Drive with 125 feet of storage

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan – “Employment Center”



FUTURE LAND USE CHARACTER AREA

- MIXED USE CENTER
- ACTIVITY CENTER
- EMPLOYMENT CENTER
- TOWN CORE
- MEDIUM DENSITY
- RESIDENTIAL EDGE
- RURAL CONSERVATION
- PARKS AND OPEN SPACE
- CRITICAL WATERSHED



Employment Center

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

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

- **Policy LU 1.1:** Utilize the Future Land Use Map during development approval process to ensure compatibility with long range plans.
 - STAFF COMMENT: The property proposed is in the Employment Center Character Area of the Huntersville 2040 plan as shown above. The flex commercial, distribution, warehouse uses proposed are appropriate in this character area.
- **Policy LU 5:** Focus more intense development in locations that can support growth
 - STAFF COMMENT: The proposed development is in an established business park with direct access to Verhoeff Drive and Old Statesville Road. Additionally, the project would establish an alternative access for the adjacent landfill to redirect trucks traffic off Holbrooks Road and on to commercial streets.
- **Policy LU 11.1:** Protect existing housing stock from potential negative impacts of development.
 - STAFF COMMENT: The proposed development is providing a stub to the Greenway Waste landfill to the rear of the property. This stub will allow the adjacent landfill to move their main entrance on Holbrooks Road to this new access. The new access would divert heavy truck traffic away from the residential neighborhoods located on and near Holbrooks Road and preserve their residential character.

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

- **Policy LU 7.1:** Connectivity and short block length recommendations.
 - STAFF COMMENT: The current plan shows Commerce Station Drive exceeding the block length maximum of 1,500 feet for industrial development. Additionally, the applicants are requesting a modification of the ordinance standard to remove the sidewalk requirement on the private drive giving access to lot 1. These changes would reduce the walkability, connectivity, and urban design principles of the site.
 - However, this policy also recommends some flexibility for Employment Centers and their frontage requirements. Staff would recommend approving the block length modification but keeping the sidewalk requirement on one side of the proposed private drive, with the establishment of street trees on both sides. This private drive would then function and have the appearance of a public street (although remaining private), thus appropriately breaking up the block and providing for pedestrian access to lot 1.
- **Policy LU 8.2:** Achieve higher design standards through flexibility.
 - STAFF COMMENT: The applicants are asking for modifications and flexibility to the zoning ordinance for zoning and SWIM buffer disturbances as well as block length maximums. They are providing an access stub to the Greenway Waste landfill in the rear of the development that is over and above the requirements of the ordinance and will provide much public benefit. However much of the private drive proposed is already required in the zoning ordinance to give access to lot 1, up to the lot one driveway (Article 8.1.5). Therefore,

staff's recommendation to supplement this policy would be to provide a stream buffer mitigation plan that goes above the minimums of the ordinance as described in Part 2 above.

- **Policy EOS 1.1:** Enhance open space design criteria by prioritizing the following...water quality protection.
 - **STAFF COMMENT:** The applicants are proposing to remove a stream buffer requirement for the proposed development. As mentioned above, the mitigation proposed is purchasing mitigation credits through the Mecklenburg County Stream Restoration Program which meets minimum ordinance requirements but is not recommended. The Stream Restoration Program is not guaranteed to benefit local water quality nearby the site. By establishing water quality mitigation on site, or by working with Mecklenburg County to identify mitigation close to Huntersville, the plan could be consistent with this policy.

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

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

STAFF COMMENT:

The property in question is already zoned Corporate Business (CB) which allows the uses proposed. The rezoning would only modify design and buffer requirements of the ordinance and would not introduce different uses. Therefore, the character of the existing development will not substantially change by the rezoning. Some buffer modifications are proposed, but only regarding the disturbance of existing vegetation, not the width and planting requirements. Therefore, the appropriate separation of uses and screening will be maintained.

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

STAFF COMMENT:

- A Transportation Impact Analysis (TIA) is required, has been submitted and is currently being reviewed by staff.
- Staff has no other indication that the proposed use will adversely affect the adequacy of public facilities.

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

STAFF COMMENT:

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

PART 5: STAFF RECOMMENDATION

The substance of the application is a Corporate Business (CB) use being developed on an existing Corporate Business (CB) parcel, but one that needs site flexibility to make the plan work. Staff recommends approval of the rezoning with all modifications with the following conditions.

1. Note 14 f is modified to reserve and dedicate the ROW for any future Verhoeff alignment between the current red alignment and orange alignment on lot 2.
2. Note 14 c is modified to state that water quality mitigation fees "shall" be applied to the Mecklenburg County Cane Creek Project if allowed by Mecklenburg County.

3. Urban Open Space is added to the plan at the corner of Commerce Station Drive and the public access drive, or at another location that connects the buildings on lot 1 and 2 to the pedestrian realm per Article 7.11.1 of the Zoning Ordinance.
4. Minor comments on the rezoning plan are addressed.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing was held on February 4, 2025. No one from the public spoke for or against the application. After staff and applicant presentation and questions from the Board, the public hearing was closed. The livestream of the meeting can be found here: <https://www.youtube.com/watch?v=VBtVdpvnCd0>

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board considered the application on February 25th, 2025. After discussion with staff and the applicant, the Planning Board unanimously recommended approval with the staff conditions. Please find the link to the meeting attached, as well as the motion from the Planning Board below. <https://www.youtube.com/watch?v=31wlufi82B0&t=1s>

J. Henson made the motion: In considering the proposed rezoning application, R24-14, Commerce Station Industrial, the Planning Board recommends approval based on the plan being consistent with the policies LU 1.1, LU 5, LU 7.1, LU 8.2, LU 11.1, and EOS 1.1 of the Huntersville 2040 Plan. It is reasonable and in the public interest to approve the rezoning plan because it does not change the proposed uses of the existing zoning district and provides recommended flexibility to employment centers and provides needed alternative entrance to the Greenway Waste Landfill. In addition, we recommend approval of all modifications, items 1-6, as presented in the staff report, including minor staff comments. C. Boyd seconded the motion. The motion passed unanimously.

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration was tentatively scheduled for March 18th, 2025. However, the applicant did not resubmit the TIA in time to meet the March 18th zoning ordinance deadline. Therefore, the review of the application is now scheduled for April 22nd, 2025.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- Rezoning Application
- R24-14 Rezoning Plan
- Neighborhood Meeting Report
- Engineering Report
- TIA Determination

PART 10: CONSISTENCY STATEMENT – R24-14 Commerce Station Industrial

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning application R24-14 Commerce Station Industrial, staff recommends approval of the application with conditions. With the attached conditions, the plan would be consistent with Policies LU 1.1, LU 5, LU 7.1, LU 8.2, LU 11.1, and EOS 1.1 of the Huntersville 2040 Plan. It is reasonable and in the public interest to approve the Rezoning Plan because the rezoning does not change the proposed uses of the existing zoning district, provides recommended flexibility to Employment Centers, provides for a needed alternative entrance to the Greenway Waste Landfill, accommodates several Verhoeff Drive alternate alignments, and mitigates the encroachment of the stream by improving water quality for Huntersville.	APPROVAL: J. Henson made the motion: In considering the proposed rezoning application, R24-14, Commerce Station Industrial, the Planning Board recommends approval based on the plan being consistent with the policies LU 1.1, LU 5, LU 7.1, LU 8.2, LU 11.1, and EOS 1.1 of the Huntersville 2040 Plan. It is reasonable and in the public interest to approve the rezoning plan because it does not change the proposed uses of the existing zoning district and provides recommended flexibility to employment centers and provides needed alternative entrance to the Greenway Waste Landfill. In addition, we recommend approval of all modifications, items 1-6, as presented in the staff report, including minor staff comments. C. Boyd seconded the motion. The motion passed unanimously.	APPROVAL: In considering the proposed rezoning application R24-14, Commerce Station Industrial, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed rezoning application R24-14 Commerce Station Industrial, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>

COMMERCE STATION INDUSTRIAL

SKETCH PLAN / CONDITIONAL DISTRICT REZONING

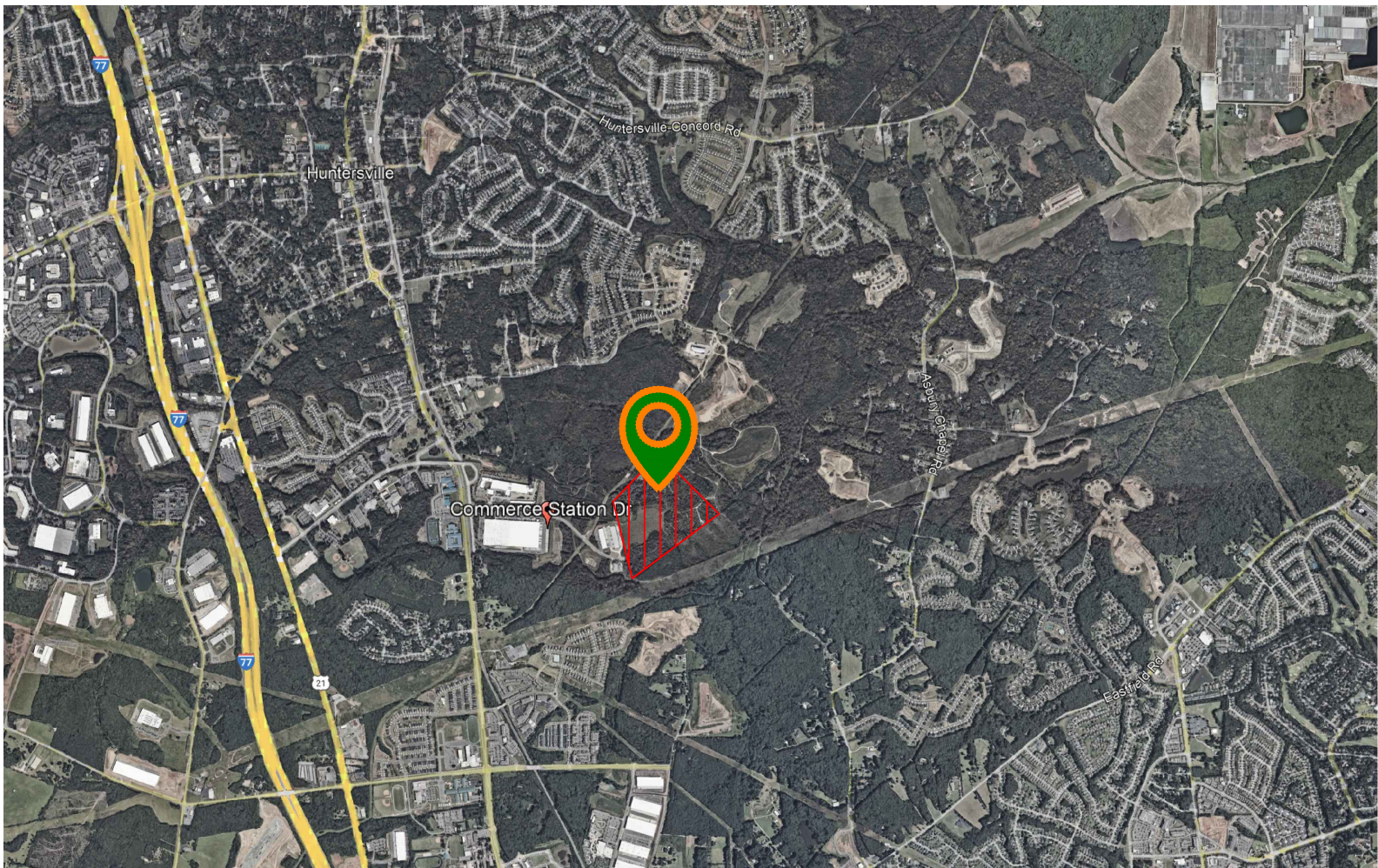
REZONING #: R24-14

HUNTERSVILLE, MECKLENBURG COUNTY, NC

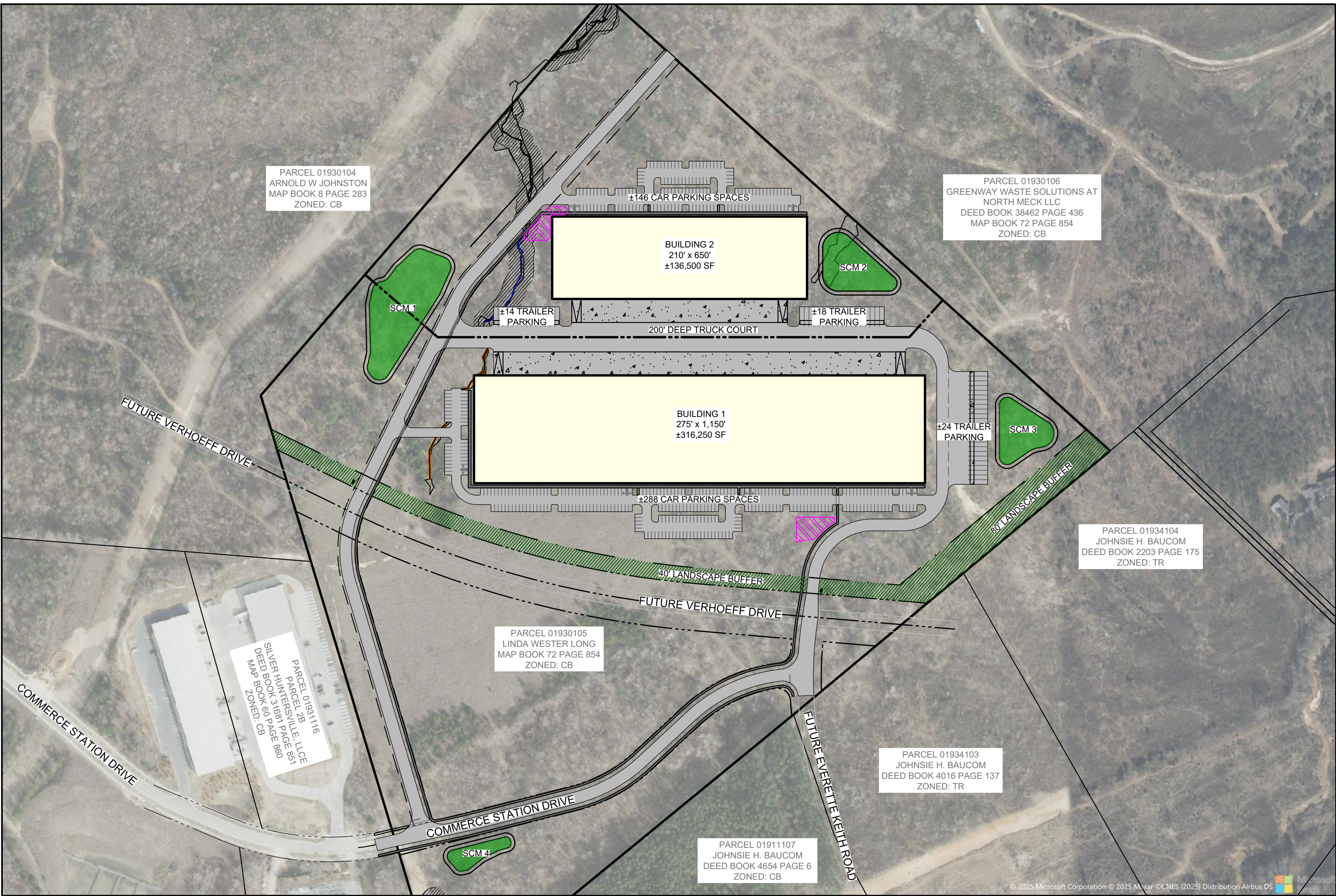
PARCEL ID# 01930105

ACCELA PROJECT #: CSP-500044

SITE LOCATION MAP



SITE OVERVIEW



PROJECT DESCRIPTION

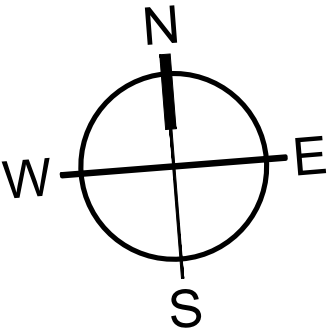
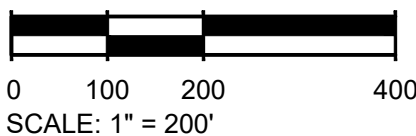
THIS PROJECT IS LOCATED ON APPROXIMATELY 64.53 ACRE SITE, IN HUNTERSVILLE, NC. THE PROJECT WILL CONSIST OF AN APPROXIMATELY 316,250 SF WAREHOUSE/DISTRIBUTION CENTER & AN APPROXIMATELY 136,500 SF WAREHOUSE/DISTRIBUTION CENTER WITH ASSOCIATED PARKING, TRUCK COURTS AND TRAILER PARKING. THE WAREHOUSE/DISTRIBUTION CENTER WILL HAVE ACCESS TO COMMERCE STATION DRIVE & EVERETTE KEITH ROAD VIA A PRIVATE ROADWAY. STORMWATER WILL BE MANAGED THROUGH MULTIPLE SCM'S.

FLOOD ZONE:
THIS PROPERTY IS LOCATED INSIDE OF THE CLARKE WATERSHED AND FLOOD ZONE "X", NAVD88, SCALED FROM THE FEMA FLOOD MAP PANEL NO. 37710465000K DATED NOVEMBER 16, 2008.

PROPERTY INFORMATION:
PARCEL ID: 01930105
ZONING DISTRICT: CB

Sheet List Table	
C1.0	TITLE SHEET
C1.1	REZONING NOTES
C2.0	EXISTING CONDITIONS
C2.1	EXISTING TREE SURVEY
C3.0	OVERALL SITE PLAN
C3.1	ENLARGED SITE PLAN
C4.0	OVERALL GRADING AND DRAINAGE PLAN
C4.1	EXISTING SLOPE ANALYSIS
C4.2	PROPOSED SLOPE ANALYSIS
C5.0	UTILITY PLANS
C6.0	ALTERNATIVE ALIGNMENTS EXHIBIT
ARCHITECTURE FOOTPRINT & ELEVATIONS	

COMMITTED TRAFFIC IMPROVEMENTS	
MEACHAM FARM DRIVE & COMMERCE STATION DRIVE	CONSTRUCT A SOUTHBOUND LEFT TURN PHASE WITH 125 FEET OF STORAGE AND APPROPRIATE TAPER



PROJECT CONTACTS

DEVELOPER: CRESCENT COMMUNITIES 601 SOUTH TRYON STREET, SUITE 800 CHARLOTTE, NC 28202 CONTACT: ANTHONY PARKER PHONE: 704-681-0957	CIVIL ENGINEER & LANDSCAPE ARCHITECT: SEAMON, WHITESIDE & ASSOCIATES, INC 230 E. PETERSON DRIVE, SUITE B CHARLOTTE, NC 28217 CONTACT: TREY LITTLE PHONE: 980-312-5450	SURVEYOR: PATTERSON LAND SURVEYING, P.A. P.O. BOX 5010, MOORSEVILLE, NC 28117 CONTACT: JOEL H. PATTERSON III PHONE: 704-663-0110
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OWNER:
LINDA WESTER LONG
7910 GOLF COURSE DR.
DENVER, NC 28037
PHONE: 704-871-1582



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COMMERCE STATION INDUSTRIAL

SKETCH PLAN / CONDITIONAL DISTRICT REZONING

REZONING #: R24-14

HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 10660
DATE: 03/27/2025
DRAWN BY: JCH/ASB
CHECKED BY: CAB

REVISION HISTORY

TITLE SHEET

GENERAL SKETCH PLAN NOTES

1. MODIFICATIONS REQUESTED ARE LISTED IN THE REZONING NOTES.
2. ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH ALL ZONING AND SUBDIVISION STANDARDS OF THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, AND NCDOT, AS APPLICABLE.
3. THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD.
4. ALL AREAS DESIGNATED AS COMMON AND/OR URBAN OPEN SPACE SHALL BE DEDICATED FOR PERPETUITY.
5. ACCESS (INGRESS/EGRESS) LOCATION AND DESIGN SHOWN ON THIS SKETCH PLAN AREA SUBJECT TO ACHIEVING VERTICAL AND HORIZONTAL SIGHT DISTANCES, TURN LANE IMPROVEMENTS (INCLUDING) RIGHT-OF-WAY) AND INTERSECTION WITH ADJACENT AND OPPOSING ACCESS POINTS. MODIFICATIONS TO PLAN MAY RESULT.
6. LARGE MATURING TREES WILL BE PLANTED 40' O/C WITHIN THE REQUIRED PLANTING STRIP ALONG ALL STREETS. TREE SPECIES SHALL COMPLY WITH TOWN APPROVED TREE LIST.
7. SMALL MATURING TREES ARE TO BE USED WHERE OVERHEAD POWER LINES EXIST.
8. WATER AND SEWER SERVICE WILL BE PROVIDED BY CHARLOTTE WATER.

REZONING NOTES

1. REZONING PETITION. THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS (DEVELOPMENT STANDARDS) ASSOCIATED WITH THE REZONING PETITION (THE "REZONING PETITION") FILED BY CC GTIS HUNTERSVILLE CO-OP, LLC ("PETITIONER") ON NOVEMBER 1, 2024 (THE "FILING DATE") AS REZONING PETITION R24-14 & SKETCH PLAN (THE "REZONING PLAN") FOR THAT APPROXIMATELY 64.53 ACRE TRACT OF LAND, IDENTIFIED ON THE REZONING PLAN AS COMMERCE STATION INDUSTRIAL (THE "PROJECT") IN CONNECTION WITH TAX PARCEL NUMBER 019-301-05 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO CONVERT THE ZONING CLASSIFICATION OF THE PROPERTY FROM CORPORATE BUSINESS (CB) TO CORPORATE BUSINESS-CONDITIONAL DISTRICT (CB-CD) IN ACCORDANCE WITH THE PROVISIONS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE (THE "ORDINANCE").
2. DEVELOPMENT STANDARDS. DEVELOPMENT OF THE PROPERTY WILL BE GOVERNED BY THESE DEVELOPMENT STANDARDS, WHICH ARE PART OF THE REZONING PETITION, AND THE APPLICABLE PROVISIONS OF THE ORDINANCE IN PLACE ON THE DATE OF THE FILING OF THE REZONING PLAN. UNLESS THE REZONING PLAN ESTABLISHES ALTERNATE STANDARD(S) AS NOTED ON THE REZONING PLAN OR IN THESE DEVELOPMENT STANDARDS, THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE DATE OF THE FILING OF THE REZONING PLAN GOVERN DEVELOPMENT OF THE PROPERTY AS SHOWN ON THE REZONING PLAN.
3. SCHEMATIC NATURE OF REZONING PLAN. THE LOTS AND PROPOSED IMPROVEMENTS AND ARCHITECTURAL RENDERINGS SHOWN ON AND INCLUDED WITH THE REZONING PLAN ARE SCHEMATIC IN NATURE AND EXACT LOCATIONS, ARCHITECTURAL DETAILS, STYLE AND MATERIALS, SIZE, NUMBER OR QUANTITY AND CONFIGURATIONS OF LOTS AND BUILDINGS MAY BE MODIFIED DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT SO LONG AS SUCH ALTERATION IS WITHIN THE PARAMETERS OF THE APPROVED TRAFFIC IMPACT ANALYSIS AND PERMITTED USES SET FORTH HEREIN. MULTIPLE BUILDINGS MAY BE COMBINED AND A SINGLE BUILDING MAY BE DIVIDED INTO TWO OR MORE BUILDINGS AS LONG AS THE RESULTING BUILDING COMPLIES WITH THE ORDINANCE STANDARDS. THE EXACT ALIGNMENTS OF THE INTERNAL DRIVES AND INTERNAL PUBLIC STREETS, INCLUDING SIDEWALK, PLANTING STRIP AND INTERSECTION DESIGN AND LOCATION, HAVE NOT BEEN DETERMINED AND ARE SUBJECT TO FINAL DESIGN AND ENGINEERING PLANS, AND MINOR ALTERATIONS OF THESE ALIGNMENTS MAY TAKE PLACE DURING DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, NOTWITHSTANDING THE FOREGOING, MINOR REVISIONS TO THE PORTION OF THE REZONING PLAN INCLUDING LOTS 1 AND 2 THAT ARE CONSISTENT WITH THE GENERAL LAYOUT OF THE REZONING PLAN MAY BE ADMINISTRATIVELY APPROVED. DEVELOPMENT OF LOTS 3 AND 4 SHALL BE BY RIGHT AND APPROVED ADMINISTRATIVELY PROVIDED SUCH DEVELOPMENT IS IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE APPLICABLE TO DEVELOPMENT IN THE CORPORATE BUSINESS ZONING DISTRICT.
4. PHASING. THE DEVELOPMENT OF THE PROPERTY AS GENERALLY DEPICTED ON THE REZONING PLAN MAY BE PHASED, AS DETERMINED DURING THE COURSE OF CONSTRUCTION. ANY PROPOSED PHASING MUST ALIGN WITH TIA, INFRASTRUCTURE, PARKING, TREE SAVE, OPEN SPACE AND STORMWATER REQUIREMENTS FOR THAT PHASE; PROVIDED, HOWEVER, ANY MITIGATION REQUIRED BY NCDOT WILL BE COORDINATED WITH NCDOT BEFORE OR AFTER APPROVAL OF THIS REZONING PETITION.
5. VESTED RIGHTS. THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT AND PRIOR TO COMPLETION OF THE DEVELOPMENT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE REZONING PLAN AND THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS. APPROVAL OF THIS CONDITIONAL REZONING SHALL CONSTITUTE ESTABLISHMENT OF VESTED RIGHTS IN THE LANDOWNER (AND ITS SUCCESSORS OR ASSIGNS) FOR A PERIOD OF FIVE YEARS PURSUANT TO N.C. GEN. STAT. §160D-108.1.
6. PERMITTED USES. THE PROPERTY MAY BE DEVELOPED FOR ANY USES (INCLUDING ACCESSORY USES) PERMITTED IN THE CORPORATE BUSINESS ZONING DISTRICT. ANY LABELLING ON THE REZONING PLAN MAY BE INDICATION OF THE CURRENT INTENTION ON THE PART OF THE PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT NOTES. RETAIL, RESTAURANT, PERSONAL SERVICES, BRANCH BANKS, CONFERENCE FACILITIES, CLINICS, INDOOR RECREATION AND SIMILAR "WORKPLACE SUPPORT USES", AS REFERENCED IN 3.2.9(C) OF THE ORDINANCE, UP TO 10% OF GROSS FLOOR AREA WITHIN THE DEVELOPMENT OR 70,000 SF, WHICHEVER IS LESS, ARE PERMITTED. MAXIMUM BUILDING SQUARE FOOTAGE ON LOTS 1 AND 2 OF THE PROJECT SHALL BE LIMITED TO 500,000 SF.
7. SUBDIVISION. THE PROPERTY IS ONE DEVELOPMENT AND MAY BE SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION IS CONSISTENT WITH THE GENERAL DESIGN OF THE REZONING PLAN, IN COMPLIANCE WITH APPLICABLE LAW, INCLUDING SUBDIVISION REGULATIONS AND CONSISTENT WITH THE ORDINANCE EXCEPT AS SHOWN ON THE APPROVED REZONING PLAN. HOWEVER, RECOMBINATION, CONDOMINIUMIZATION, OR REDUCTION IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE WITHOUT AMENDMENT TO THE REZONING PLAN. REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED NOT BE MET BY INDIVIDUAL PARCELS.
8. STREET IMPROVEMENTS. PETITIONER SHALL BE REQUIRED TO INSTALL SIDEWALKS, STREET TREES, PLANTING STRIPS, BICYCLE LANES OR OTHER STREET IMPROVEMENTS AS A CONDITION OF THE APPROVAL OF THIS REZONING PLAN AS SPECIFICALLY SHOWN ON THE REZONING PLAN AND AS REQUIRED BY THE ZONING ORDINANCE, SUBDIVISION ORDINANCE, APPLICABLE HUNTERSVILLE/NCDOT TIA, OR DRIVEWAY PERMIT REQUIREMENTS. SECOND ROW STREET TREES MAY BE PLACED BEHIND THE SIDEWALK IN A LANDSCAPE EASEMENT IF REQUIRED BY PETITIONER AND TO SATISFY THE TOWNS ENGINEERING STANDARDS AND PROCEDURES MANUAL. CONNECTIONS TO ANY STUB STREETS SHOWN AT THE BOUNDARIES OF THE PROPERTY SHALL BE THE OBLIGATION OF THE ADJOINING OWNER UNLESS OTHERWISE INDICATED ON THE REZONING PLAN.
9. GRADING. AS MORE PARTICULARLY DESCRIBED IN THE REZONING PLAN AND THE MODIFICATIONS, GRADING IN THE BUFFER SHALL BE ALLOWED IN ACCORDANCE WITH THE MODIFICATIONS SET FORTH HEREIN.
10. AMENDMENT. FUTURE AMENDMENTS TO THE REZONING PLAN AND/OR THESE DEVELOPMENT STANDARDS MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE; PROVIDED, HOWEVER, IN THE EVENT ANY PORTION OF THE PROPERTY IS CONVEYED TO A THIRD PARTY, PETITIONER MAY REQUEST AN AMENDMENT TO THE REZONING PLAN WITHOUT THE WRITTEN CONSENT OF ANY OTHER OWNER OF ALL OR ANY PORTION OF THE PROPERTY UNLESS SUCH AMENDMENT CONSTITUTES A CHANGE IN THE BUILDING OR USE OF THE PORTION OF THE PROPERTY OWNED BY SUCH OWNER. ALL REQUIREMENTS IN CONNECTION WITH THE AMENDMENT WILL BE CALCULATED ON THE PROPERTY AS A WHOLE IN THE SAME MANNER SUCH REQUIREMENTS WERE CALCULATED AT THE TIME OF THE INITIAL APPROVAL. THIS NOTE SHALL BE SHOWN ON THE FINAL PLAT WHEN RECORDED.
11. BMP DESIGN. THE DESIGNS FOR THE BMPS SHOWN ON THE REZONING PLAN SHALL BE FINALIZED DURING THE CONSTRUCTION PHASE AND SHALL BE COMPLETED AS A PART OF THE INFRASTRUCTURE IMPROVEMENTS. IF STORMWATER CONTROL MEASURE #2 ("SCM#2") ENROACHES ONTO A PORTION OF TAX PARCEL NO. 019-301-05 (THE "GREENWAY PARCEL"), AS SHOWN ON THE REZONING PLAN, SCM#2 SHALL BE NON-INFILTRATING AND AN EASEMENT OVER, OR CONVEYANCE OF, THE PORTION OF THE GREENWAY PARCEL AFFECTED BY SUCH ENROACHMENT SHALL BE OBTAINED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE BUILDING UTILIZING SCM#2.
12. BINDING EFFECT OF THE REZONING DOCUMENTS AND DEFINITIONS. IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE USE AND DEVELOPMENT OF THE PROPERTY IMPOSED UNDER THESE DEVELOPMENT STANDARDS AND THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF PETITIONER AND THE CURRENT AND SUBSEQUENT OWNERS OF THE PROPERTY AND THEIR RESPECTIVE SUCCESSORS IN INTEREST AND ASSIGNS, THROUGHOUT THE DEVELOPMENT STANDARDS. THE TERM "PETITIONER" SHALL BE DEEMED TO INCLUDE THE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST AND ASSIGNS OF PETITIONER OR THE OWNER OR OWNERS OF THE PROPERTY FROM TIME TO TIME WHO MAY BE INVOLVED IN ANY FUTURE DEVELOPMENT THEREOF.
13. ELEVATIONS. THE ELEVATIONS ARE SUBMITTED AS EXAMPLES ONLY AND ARE NOT THE ACTUAL ELEVATIONS FOR THIS PROJECT. STAFF MAY APPROVE ELEVATIONS SUBMITTED DURING CONSTRUCTION THAT ARE GENERALLY CONSISTENT WITH THE CONCEPTUAL RENDERINGS INCLUDED WITH THE REZONING PLAN AND THE EXAMPLE MATERIALS PROVIDED. ROOFTOP MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW FROM THE PUBLIC STREET EITHER BY THE DESIGN OF THE ROOF OR BY ADDITIONAL ARCHITECTURAL SCREENING.
14. MODIFICATIONS TO STANDARDS. PURSUANT TO SECTION 11.4.7(K) OF THE ORDINANCE, THE STANDARDS OF THE ORDINANCE ARE MODIFIED TO PERMIT THE FOLLOWING:
 - a. APPROVAL OF A 40-FOOT-WIDE BUFFER AS SHOWN ON THE REZONING PLAN. GRADING SHALL BE ALLOWED IN THE BUFFER YARDS AS SHOWN ON THE REZONING PLAN AND REPLANTING SHALL BE IN ACCORDANCE WITH THE ALTERNATE BUFFER YARD PLAN.
 - b. IF THE REALIGNMENT OF VERHOEFF ROAD IS FINALIZED IN A LOCATION NOT REPRESENTED ON THE REZONING PLAN, NO AMENDMENT TO THE APPROVED REZONING SHALL BE REQUIRED.
 - c. THE PCO STREAM BUFFER ON THE PROPERTY MAY BE IMPACTED AS SHOWN ON THE REZONING PLAN AND THE MITIGATION PROVIDED SHALL INCLUDE OPTION 8 FROM SECTION 8.25.11.B IN THE TOWN OF HUNTERSVILLE ZONING ORDINANCES. MITIGATION FEES MAY BE APPLIED TO THE MECKLENBURG COUNTY CANE CREEK PROJECT IF ALLOWED BY MECKLENBURG COUNTY.
 - d. THE PRIVATE STREET ON THE WESTERN SIDE OF THE PROPERTY SHALL BE BUILT TO INDUSTRIAL LOCAL STREET STANDARDS, PROVIDED ONLY ONE SIDEWALK SHALL BE REQUIRED ON THE PRIVATE STREET, WHICH MAY BE DEDICATED BY PETITIONER TO THE TOWN. IF THE PRIVATE STREET IS NOT DEDICATED, PETITIONER SHALL GRANT AN EASEMENT FOR PUBLIC ACCESS TO THE GREENWAY PARCEL AND A BLOCK LENGTH MODIFICATION IS GRANTED FOR COMMERCE STATION DRIVE.
 - e. SIDEWALKS CONSTRUCTED ALONG COMMERCE STATION AND THE PRIVATE DRIVE MAY BE A MINIMUM WIDTH OF FIVE FEET (5').
 - f. IF THE ALTERNATE ALIGNMENT FOR VERHOEFF ROAD SHOWN IN ORANGE ON THE REZONING PLAN AS "ALTERNATE VERHOEFF DRIVE RIGHT OF WAY (THE "ALTERNATE ALIGNMENT") IS APPROVED BY CRTO BEFORE THE DATE THE APPLICATION FOR THE FINAL PLAT IS SUBMITTED (PRIOR TO, OR IN CONJUNCTION WITH, THE FIRST CERTIFICATE OF OCCUPANCY FOR LOTS 1 AND 2), THE ALTERNATE ALIGNMENT WILL BE RESERVED ON SUCH FINAL PLAT. THE ALTERNATE ALIGNMENT WILL BE CONSTRUCTED BY OTHERS. AT THE TIME OF CONSTRUCTION, ANY PORTION OF THE ALTERNATE ALIGNMENT LOCATED ON LOT 2 SHALL BE DEDICATED, PROVIDED THE ALTERNATE ALIGNMENT IS AS SHOWN ON THE REZONING PLAN. AN ACCOMMODATING DRIVEWAY CONNECTION TO THE IMPROVEMENTS ON LOT 2 SHALL ALSO BE CONSTRUCTED BY OTHERS AT THE SOLE COST AND EXPENSE OF THE CONSTRUCTING PARTY. IN COORDINATION WITH THE OWNER(S) OF LOTS 1 AND 2, ALL COSTS OF CONSTRUCTION, INCLUDING PERMITTING, DEDICATION PLAT, LANDSCAPING AND OTHER PRE-CONSTRUCTION COSTS, SHALL BE BORNE BY THE CONSTRUCTING PARTY. PETITIONER, AND ITS SUCCESSORS AND ASSIGNS IN INTEREST IN LOT 2, SHALL BEAR NO EXPENSE IN CONNECTION WITH SUCH DEDICATION OR CONSTRUCTION. AN ALTERNATE BUFFER IS APPROVED WITHIN FORTY FEET (40') OF THE ALTERNATE ALIGNMENT TO THE EXTENT REQUIRED TO ACCOMMODATE THE ALTERNATE ALIGNMENT.



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COMMERCE STATION INDUSTRIAL

SKETCH PLAN / CONDITIONAL DISTRICT REZONING

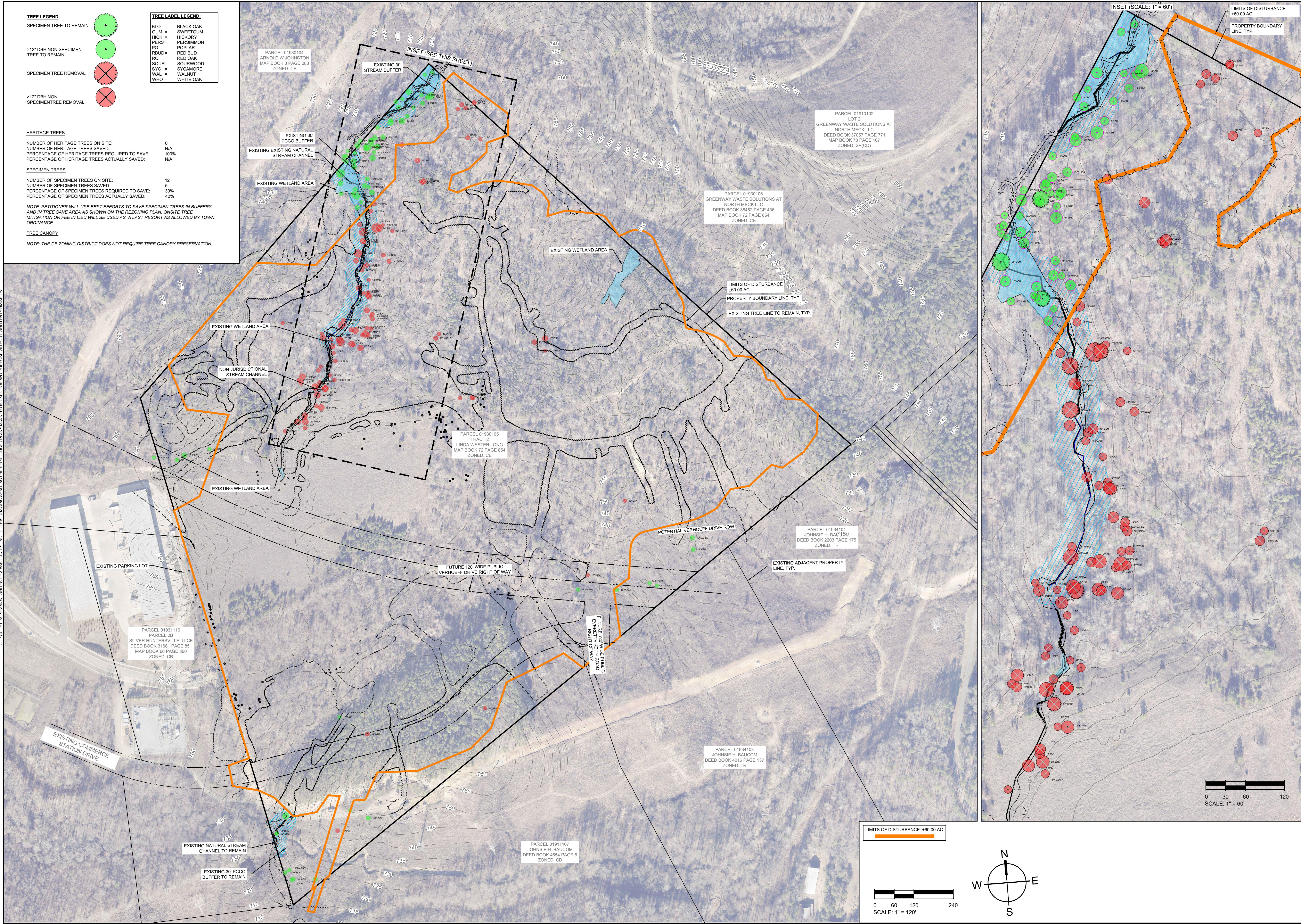
REZONING #: R24-14

HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 10660
DATE: 03/27/2025
DRAWN BY: JCH/ASB
CHECKED BY: CAB

REVISION HISTORY

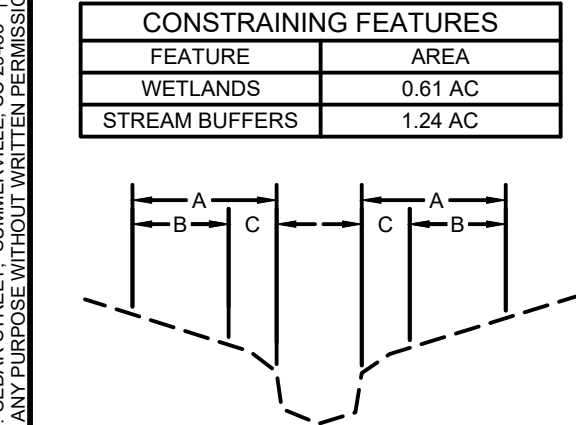
REZONING NOTES



SITE DATA TABLE	
TOTAL AREA (AC/SF)	64.53 AC
PROPOSED DISTURBED AREA (AC/SF)	±60.00 AC
RIVER BASIN	YADKIN
STREAM CLASSIFICATION	C - CANE CREEK
PRINCIPLE USES(S) (Z.O. ARTICLE 3)	WAREHOUSES
BUILDING TYPE (Z.O. ARTICLE 3.4, AND 8.10)	URBAN WORKPLACE
ZONING DISTRICT (Z.O. ARTICLE 3)	CB
OVERLAY DISTRICT	N/A
PERCENTAGE OF IMPERVIOUS ALLOWED	NO MAX
PERCENTAGE OF IMPERVIOUS SHOWN	90%
LOT COUNT	5
LOT SIZE RANGE	0 AC TO 27 AC
SETBACKS AND BUILD-TO-LINES	
MAX. BUILDING HEIGHT	45'
FRONT SETBACK	40'
CORNER SETBACKS	N/A
REAR SETBACKS	N/A
RIGHT SIDE SETBACK	80'
LEFT SIDE SETBACK	N/A
WATERSHED INFORMATION	
IS THE PROPERTY IN A REGULATED WATERSHED DISTRICT?	NO
LOW DENSITY/HIGH DENSITY	HIGH DENSITY

PARKING SUMMARY TABLE:	
BUILDING 1: MINIMUM SPACES REQUIRED: 1 SPACE / 4,000 SF WAREHOUSE X (90% OF 316,250 SF) = 72 SPACES 1 SPACE / 500 SF OFFICE X (10% OF 316,250 SF) = 64 SPACES TOTAL SPACES REQUIRED: = 136 SPACES	
BUILDING 2: MINIMUM SPACES REQUIRED: 1 SPACE / 4,000 SF WAREHOUSE X (90% OF 136,500 SF) = 31 SPACES 1 SPACE / 500 SF OFFICE X (10% OF 136,500 SF) = 28 SPACES TOTAL SPACES REQUIRED: = 59 SPACES	

CONSTRAINING FEATURES	
FEATURE	AREA
WETLANDS	0.61 AC
STREAM BUFFERS	1.24 AC



STREAM BUFFER SECTION LEGEND:

- A 30' UPLAND ZONE STREAM BUFFER
B 20' VEGETATED BUFFER, DISTURBANCE WITHIN THIS AREA MUST BE REVEGETATED.
C 10' BANK STABILIZATION BUFFER, ANY DISTURBANCE WITHIN THIS AREA SHALL REQUIRE STREAM BANK STABILIZATION USING BIOENGINEERING TECHNIQUES AS SPECIFIED IN THE DESIGN MANUAL.

NOTES:

1. MITIGATION WILL BE PROVIDED BY OPTION 8 FROM SECTION 8.25.11.B IN THE TOWN OF HUNTERSVILLE ZONING ORDINANCES.
2. LANDSCAPE BUFFERS FOR LOT 3, 4, & 5 SHALL BE PER ORDINANCE UPON DEVELOPMENT.
3. DEVELOPER TO LIMIT GRADING AND MAINTAIN EXISTING VEGETATION WHERE FEASIBLE WITHIN LANDSCAPE BUFFERS.

SITE LEGEND:

- WETLAND
30' PCCO BUFFER
INTERMITTENT ORDINARY HIGH WATER MARK (OHWM)
INTERMITTENT ORDINARY HIGH WATER MARK REMOVAL
WETLAND REMOVAL ±10,400 SF / 0.24 AC
30' PCCO BUFFER IMPACT ±28,000 SF / 0.64 AC
LANDSCAPE BUFFER
EXISTING CANOPY TO COUNT TOWARDS BUFFER PLANTINGS
URBAN OPEN SPACE

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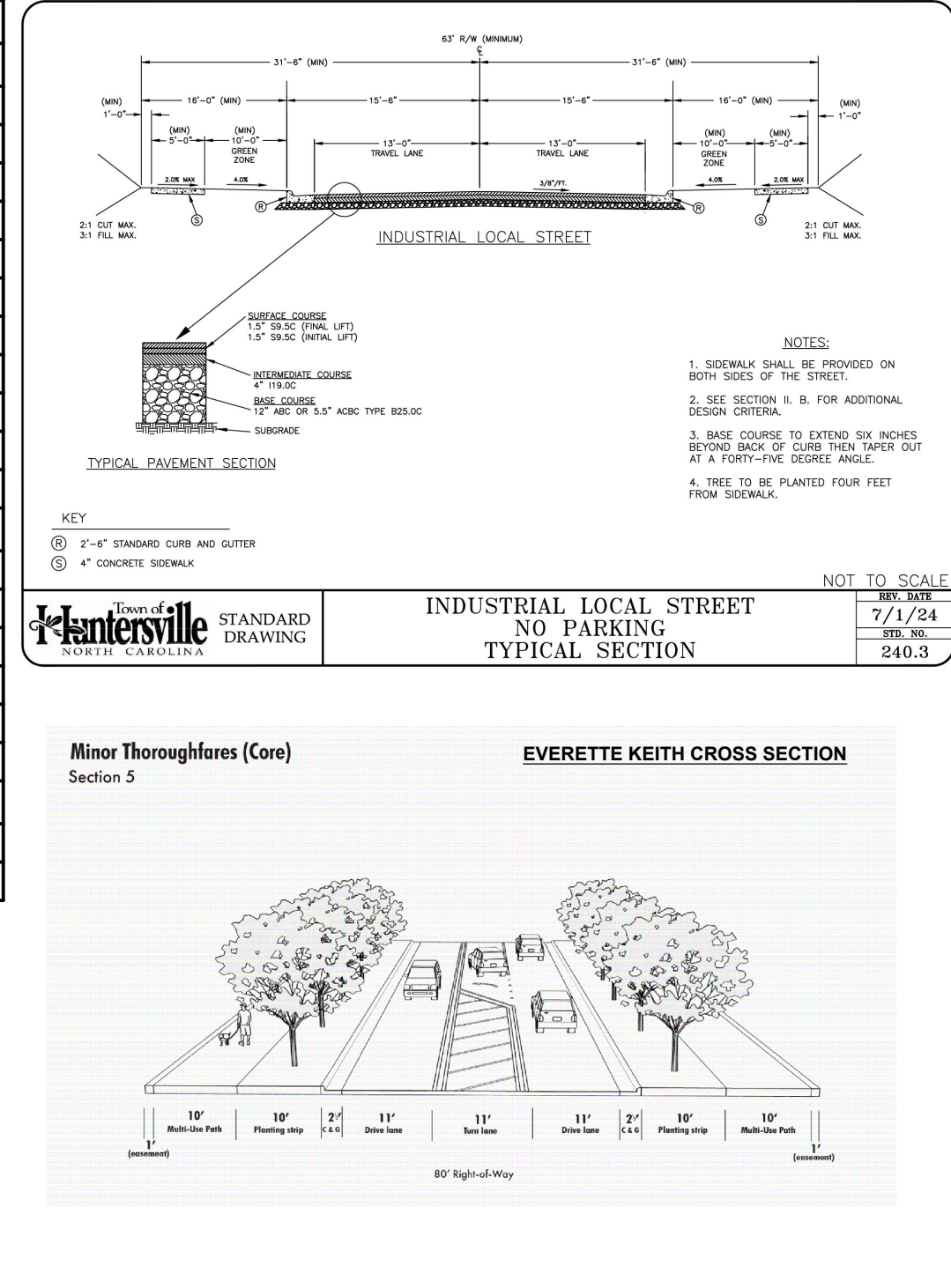
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ORANGE ALIGNMENT DRIVEWAY SCHEMATIC DESIGN

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ORANGE ALIGNMENT DRIVEWAY SCHEMATIC DESIGN

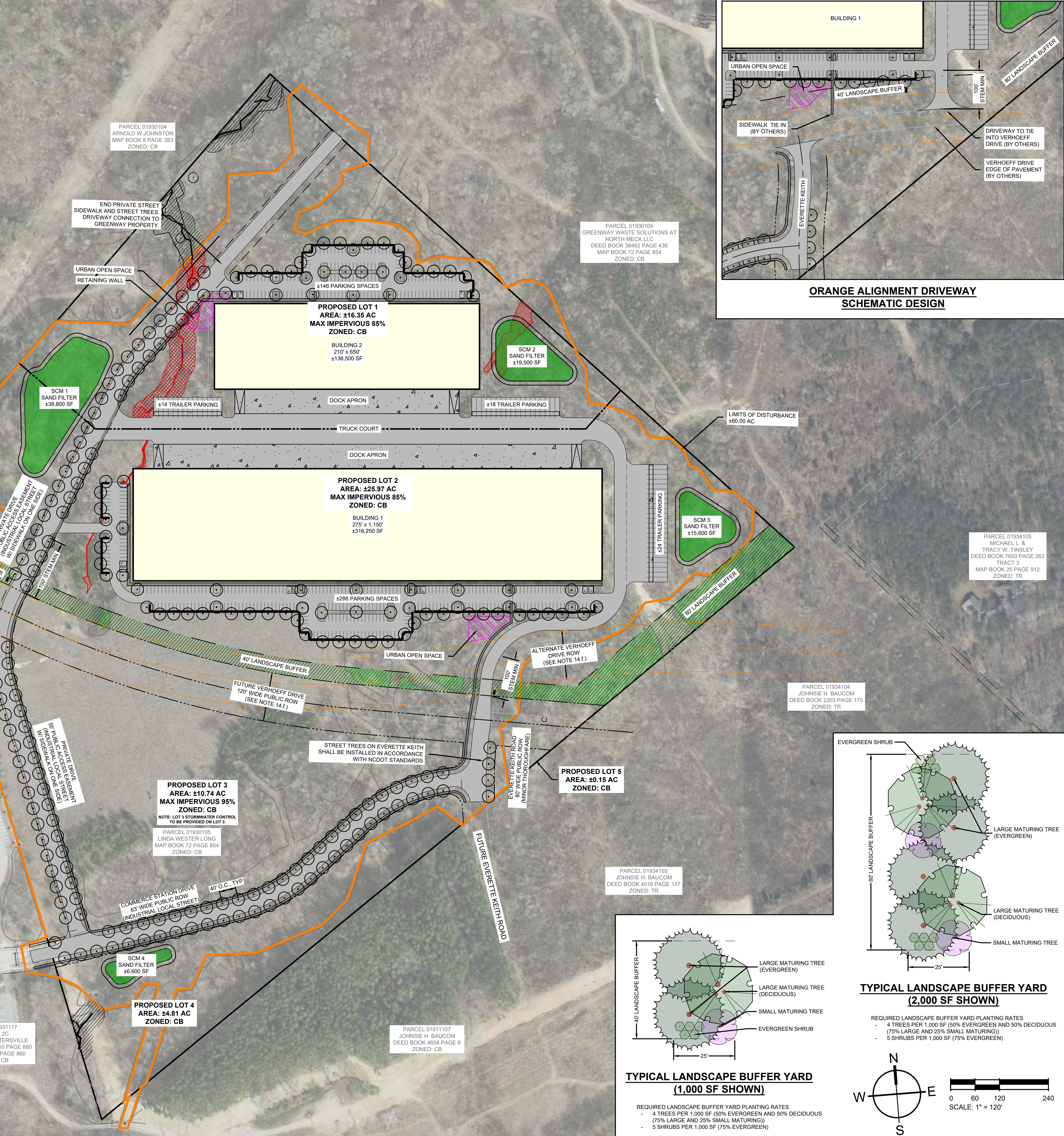
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ORANGE ALIGNMENT DRIVEWAY SCHEMATIC DESIGN

ORANGE ALIGNMENT DRIVEWAY SCHEMATIC DESIGN

ORANGE ALIGNMENT DRIVEWAY SCHEMATIC DESIGN

ORANGE ALIGNMENT DRIVEWAY SCHEMATIC DESIGN



SWSEASONWHITESIDE

MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

COMMERCE STATION
INDUSTRIAL

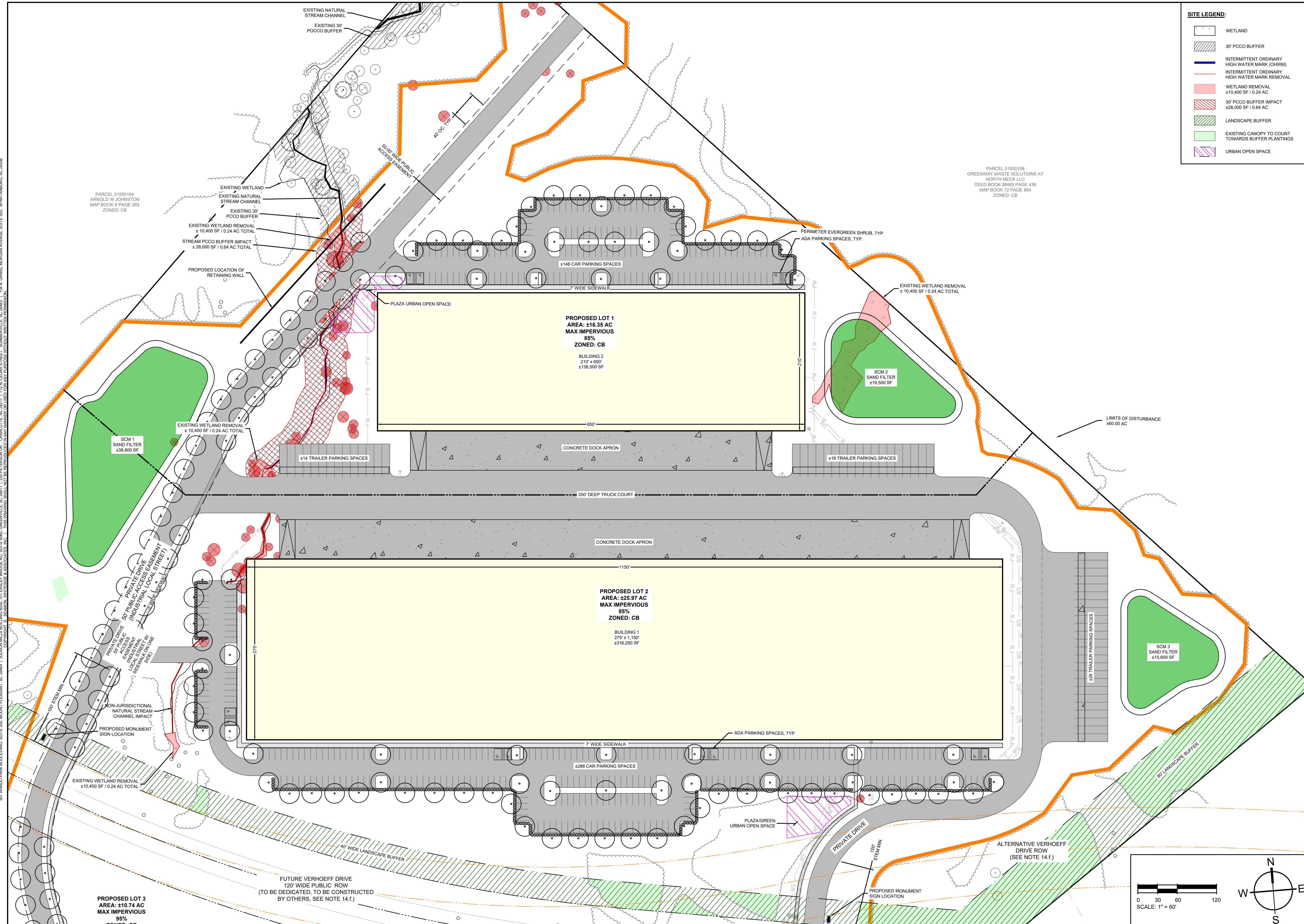
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REZONING #: R24-14
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 10660
DATE: 03/27/2025
DRAWN BY: JCH/ASB
CHECKED BY: CAB

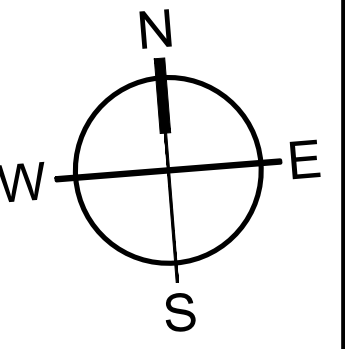
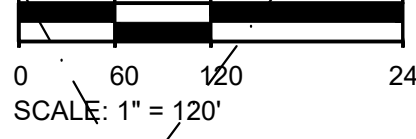
REVISION HISTORY

OVERALL SITE PLAN

C3.0



501 WINDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON HILLS BUILDING GROUP, 111 N. CEDAR STREET, SUMMERVILLE, SC 29583 | 804 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306
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**COMMERCE STATION
INDUSTRIAL**

SKETCH PLAN / CONDITIONAL DISTRICT REZONING
REZONING #: R24-14

HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

REVISION HISTORY	

OVERALL
GRADING AND
DRAINAGE
PLAN

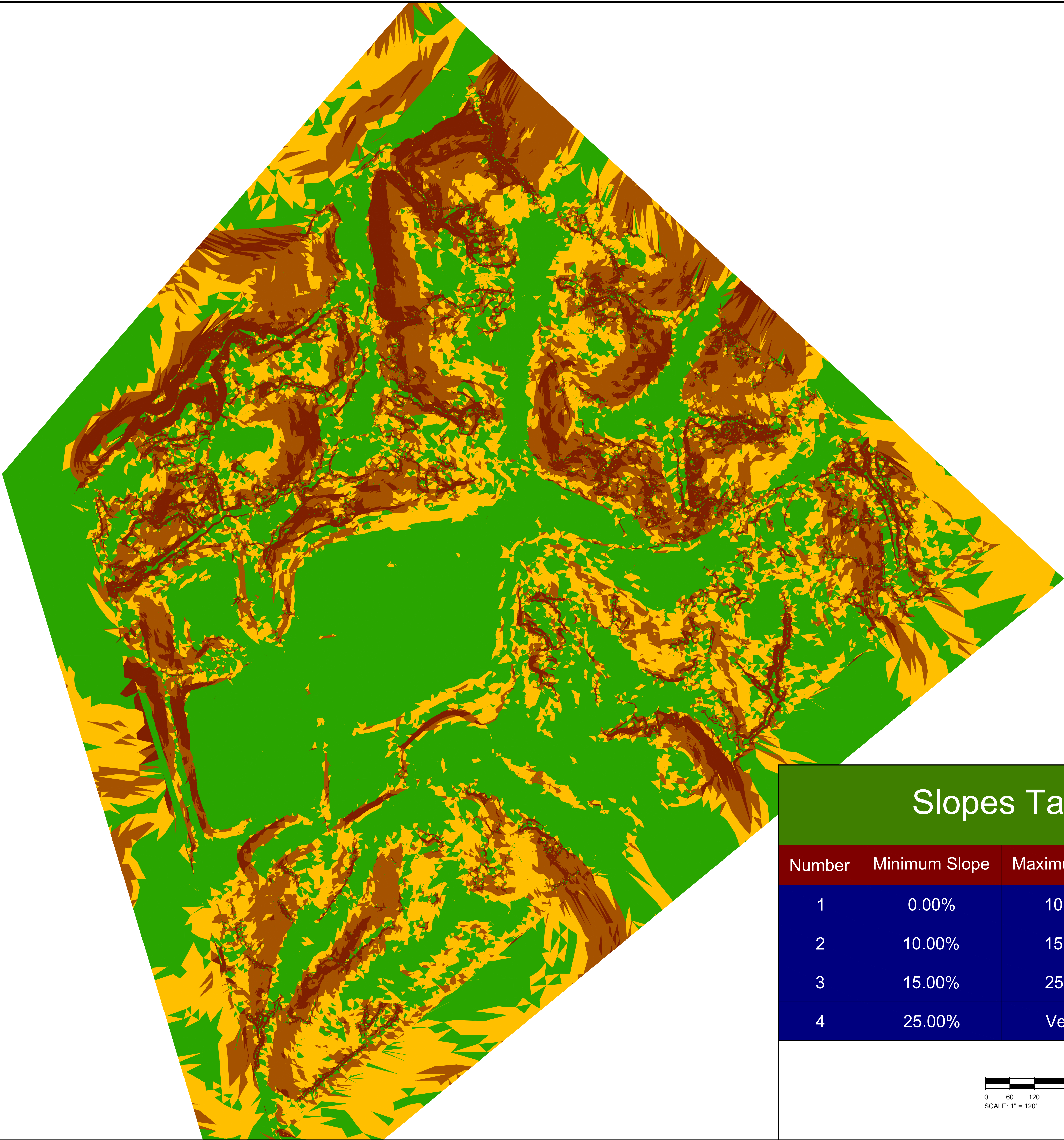
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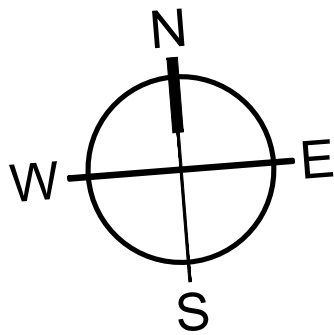
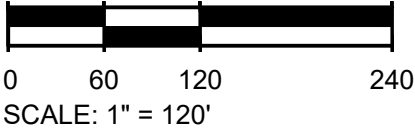
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SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
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CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSONVILLE BUILDING 600, 701 EAST F STREET, SUITE 600, GREENVILLE, SC 29611 | 201 PETERSON DR., CHARLOTTE, NC 28207 | 1101 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 100 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306
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Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	10.00%	
2	10.00%	15.00%	
3	15.00%	25.00%	
4	25.00%	Vertical	





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864.298.0534
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COMMERCE STATION
INDUSTRIAL

SKETCH PLAN / CONDITIONAL DISTRICT REZONING
REZONING #: R24-14

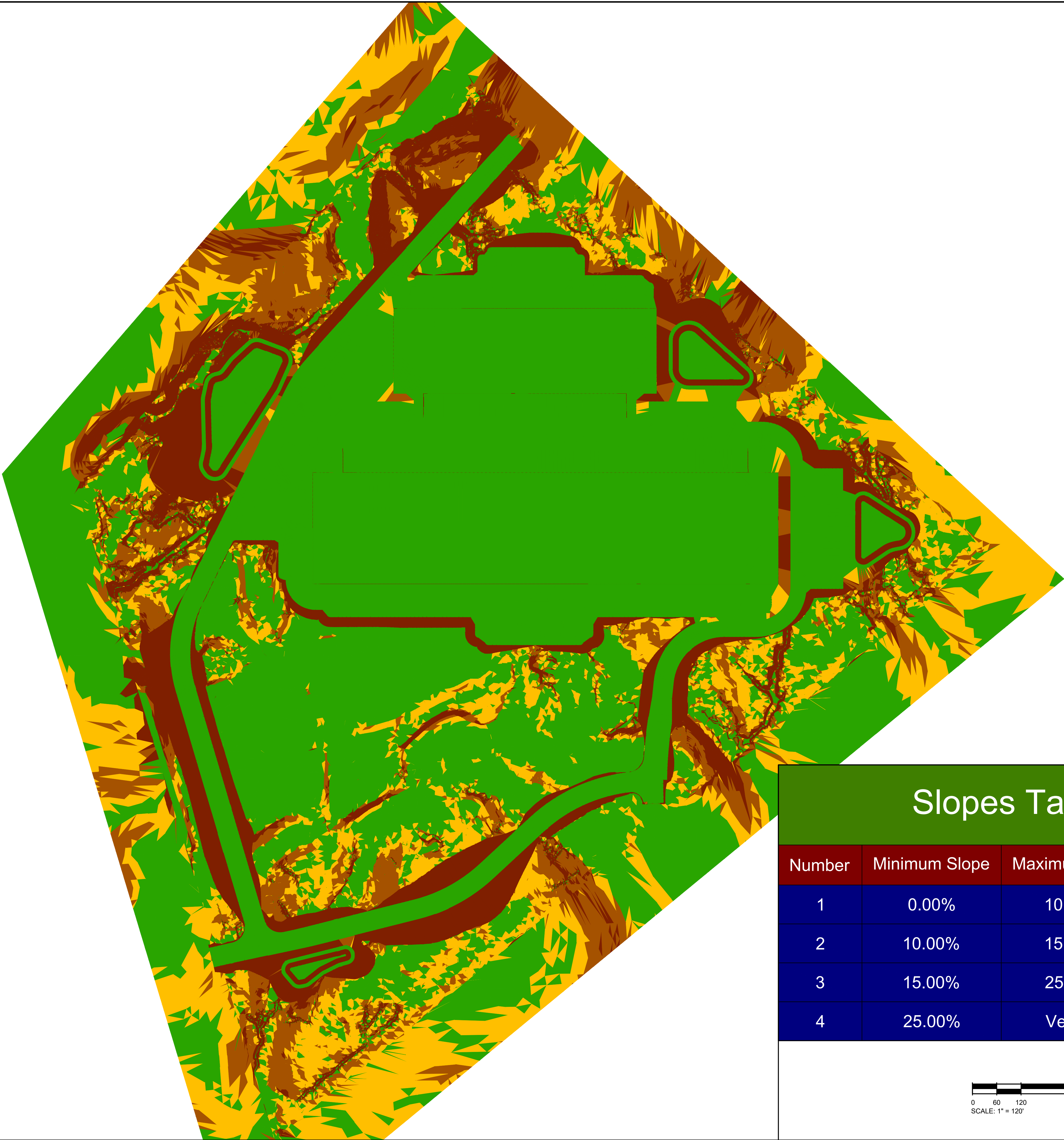
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 10660
DATE: 03/27/2025
DRAWN BY: JCH/ASB
CHECKED BY: CAB

REVISION HISTORY

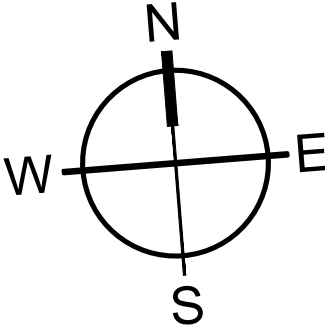
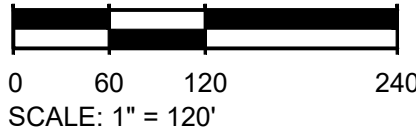
EXISTING
SLOPE
ANALYSIS

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSONVILLE BUILDING 600, 701 EAST F STREET, SUITE 600, GREENVILLE, SC 29611 | 201 PETERSON DRIVE, CHARLOTTE, NC 28207 | 1711 N. CEDAR STREET, SUMMERVILLE, SC 29583 | 104 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306
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Slopes Table

Number	Minimum Slope	Maximum Slope	Color
1	0.00%	10.00%	
2	10.00%	15.00%	
3	15.00%	25.00%	
4	25.00%	Vertical	



SW

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COMMERCE STATION

INDUSTRIAL

SKETCH PLAN / CONDITIONAL DISTRICT REZONING

REZONING #: R24-14

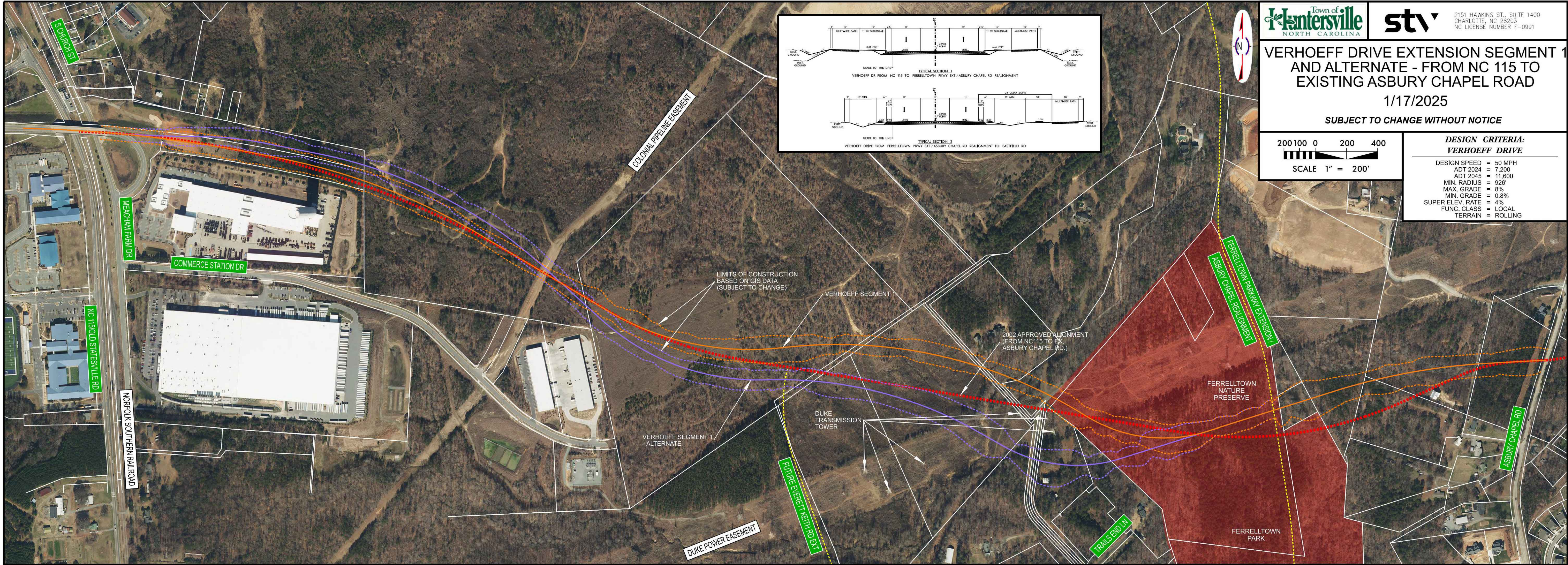
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	10660
DATE:	03/27/2025
DRAWN BY:	JCH/ASB
CHECKED BY:	CAB

REVISION HISTORY	

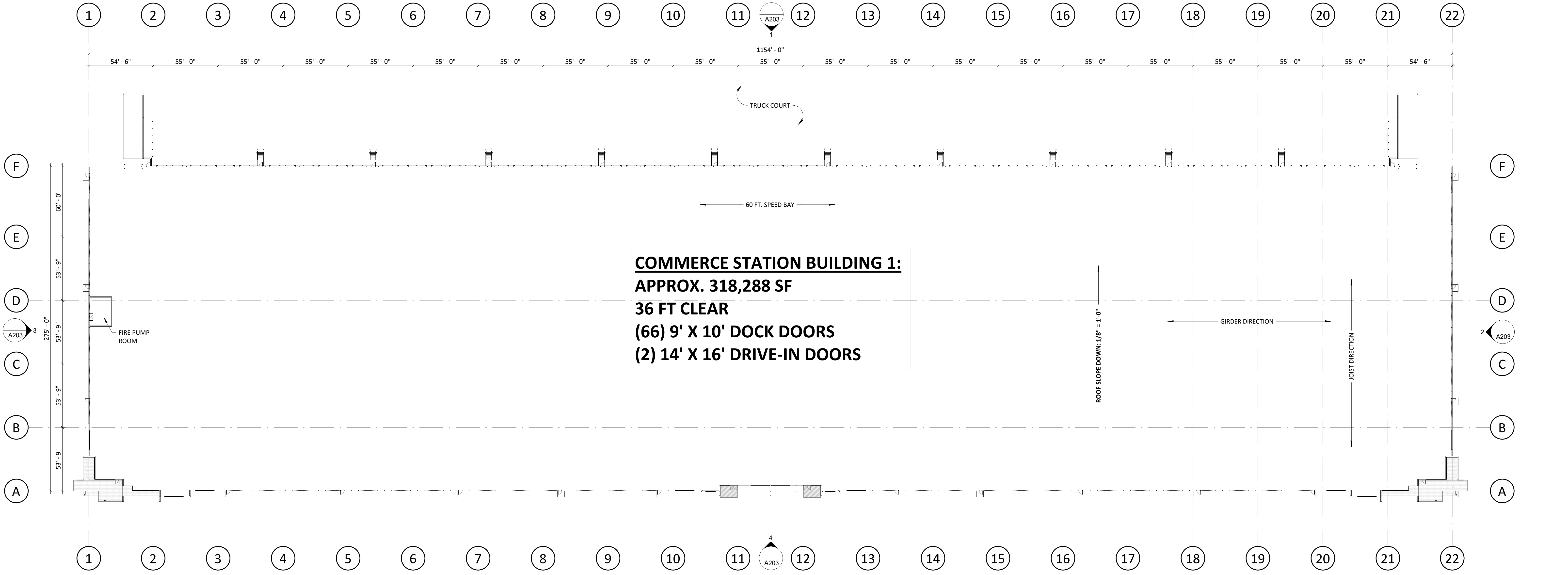
PROPOSED
SLOPE
ANALYSIS

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29564 | JUDSONVILLE BUILDING 600, 701 EAS FV BRIDGE RD, SUITE 200, GREENVILLE, SC 29611 | 201 PETERSON DR, CHARLOTTE, NC 28207 | 171 N. CEDAR STREET, SUMMERVILLE, SC 29585 | 150 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306
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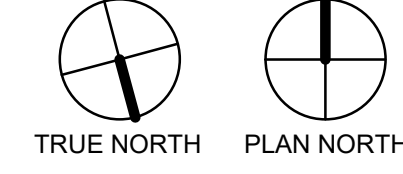


COMMERCE STATION
INDUSTRIAL
SKETCH PLAN / CONDITIONAL DISTRICT REZONING
REZONING #: R24-14
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	10660
DATE:	03/27/2025
DRAWN BY:	JCH/ASB
CHECKED BY:	CAB
REVISION HISTORY	
ALTERNATIVE ALIGNMENTS EXHIBIT	



1 OVERALL FLOOR PLAN
1" = 40'-0"



10/20/2024 4:54:03 PM

CONSULTANTS:

GENERAL CONTRACTOR:

CLIENT:

COMMERCE STATION INDUSTRIAL BUILDING 1

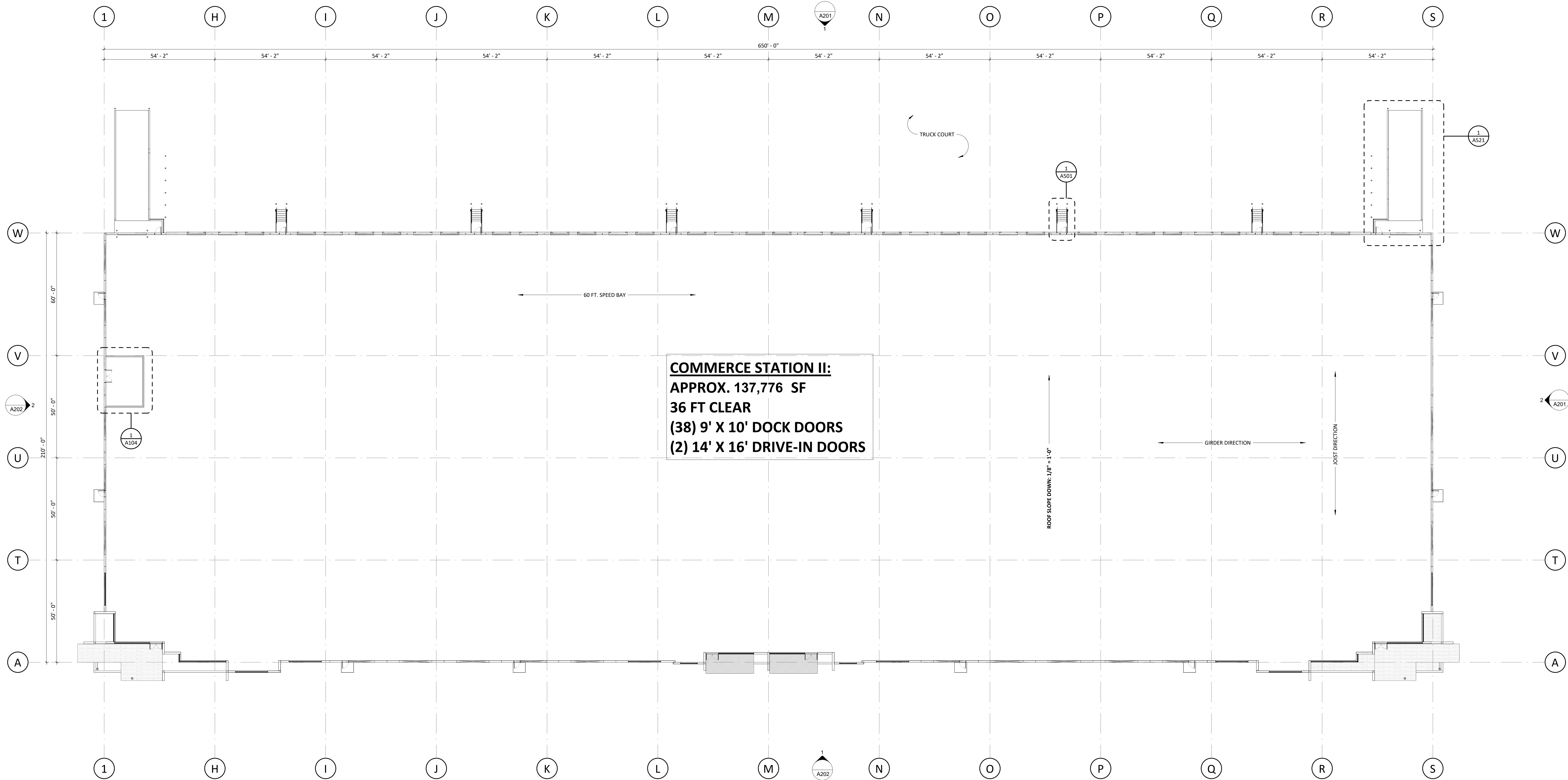
SKETCH PLAN/CONDITIONAL DISTRICT REZONING
HUNTERSVILLE, MECKLENBURG COUNTY, NC

SEALS:

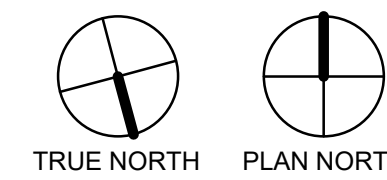
REVISIONS		
MARK	DATE	DESCRIPTION

NOTE:
MINIMUM 36 FT. CLEAR HEIGHT UNDER
STRUCTURE, TYPICAL.
PROJECT NUMBER: C24018 PERMIT TRACKING: X
DRAWING STATUS:
☒ NOT FOR CONSTRUCTION
☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTRUCTION

SHEET TITLE:
OVERALL FLOOR PLAN
SHEET NUMBER:
A101
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1 OVERALL FLOOR PLAN
1" = 20'-0"



10/12/2024 5:12:31 PM

CONSULTANTS:

GENERAL CONTRACTOR:

CLIENT:

COMMERCE STATION-BUILDING #2

INDUSTRIAL

SKETCH PLAN/CONDITIONAL DISTRICT REZONING
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SEALS:

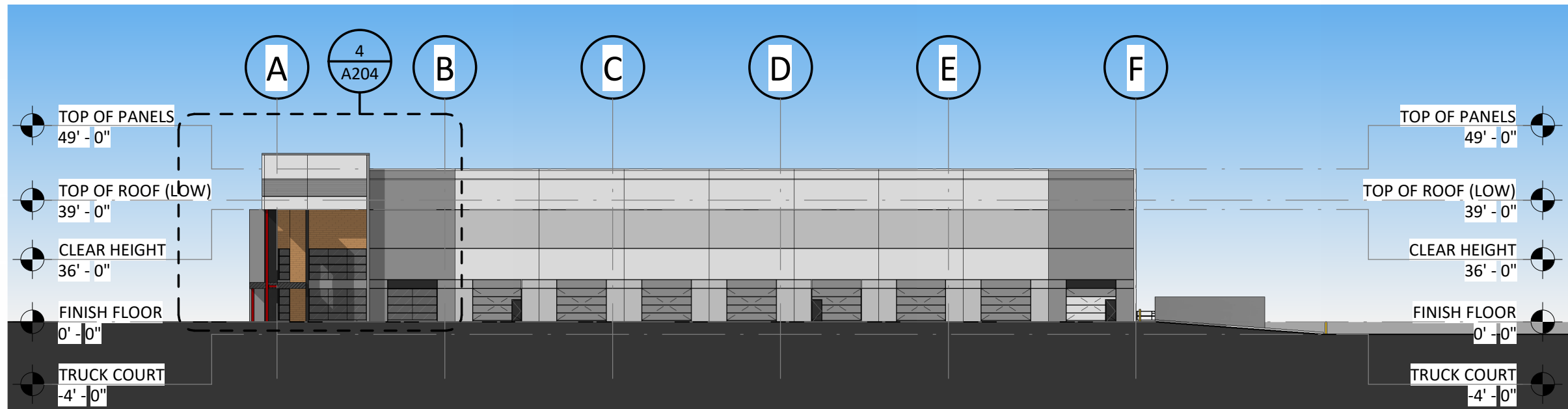
REVISIONS		
MARK	DATE	DESCRIPTION

NOTE:
MINIMUM 36 FT. CLEAR HEIGHT UNDER
STRUCTURE, TYPICAL.
PROJECT NUMBER: C24018
PERMIT TRACKING: X
DRAWING STATUS:
☒ NOT FOR CONSTRUCTION
☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTRUCTION

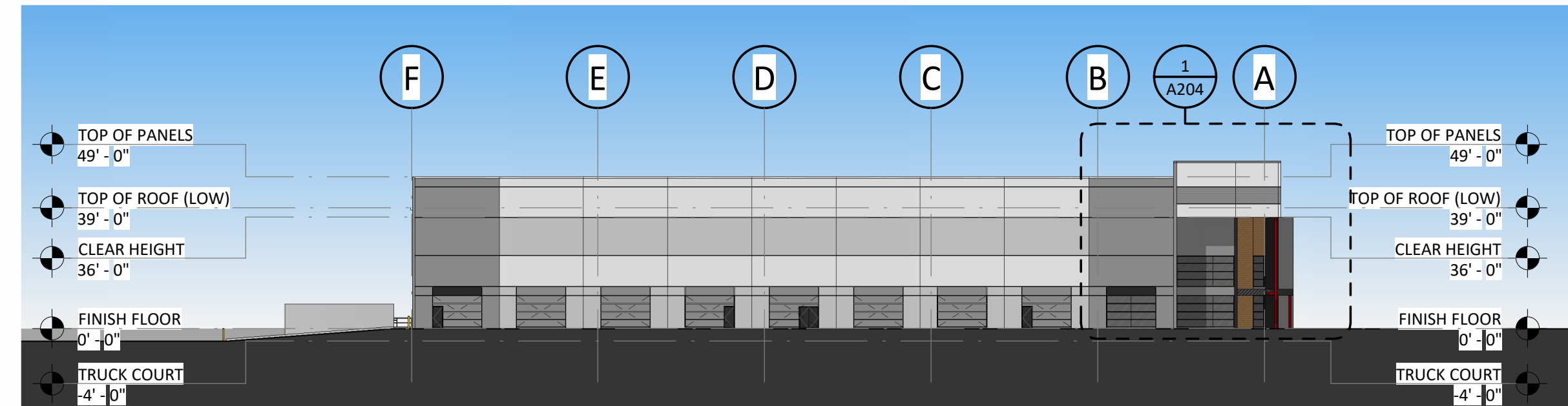
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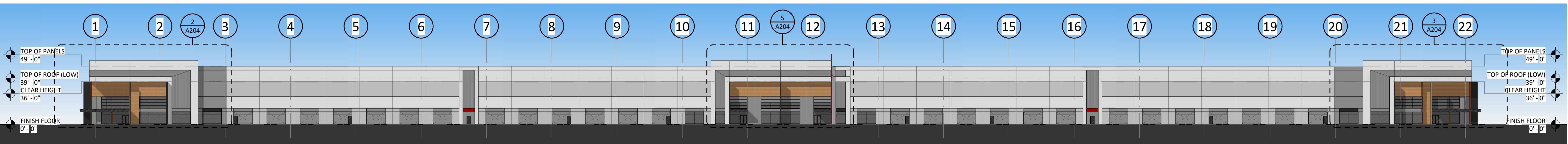
1 OVERALL ELEVATION - PLAN NORTH
1" = 40'-0"



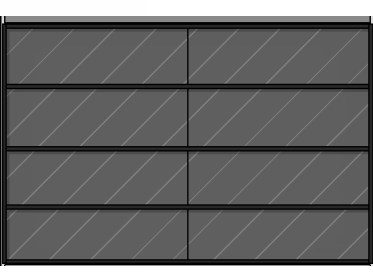
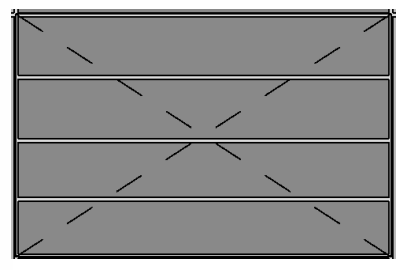
2 OVERALL ELEVATION - PLAN EAST
1" = 40'-0"



3 OVERALL ELEVATION - PLAN WEST
1" = 40'-0"



4 OVERALL ELEVATION - PLAN SOUTH
1" = 40'-0"

FINISHES LEGEND		
PAINT COLORS		MATERIAL SPECIFICATIONS
A	BASEWALL - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	 THERMALLY MODIFIED WOOD PLANKS OVERLAID ONTO CONCRETE TILT-UP WALL PANELS WHERE INDICATED AND AT ALL CANOPY AND BUILDING SOFFITS
B	ACCENT B - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	
C	ACCENT C - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	 GRAY TINTED INSULATED GLASS WITH BLACK MULLIONS
D	ACCENT D - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	
E	ACCENT E - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	
		 KNOCK-OUT PANELS WITH ACCENT PAINT

10/20/2024 4:52:05 PM

CONSULTANTS:

GENERAL CONTRACTOR:

CLIENT:

COMMERCE STATION INDUSTRIAL BUILDING 1

SKETCH PLAN/CONDITIONAL DISTRICT REZONING
HUNTERSVILLE, MECKLENBURG COUNTY, NC

SEALS:

REVISIONS		
MARK	DATE	DESCRIPTION

NOTE:
MINIMUM 36 FT. CLEAR HEIGHT UNDER
STRUCTURE, TYPICAL.
PROJECT NUMBER: PERMIT TRACKING:
C24018 X
DRAWING STATUS:
☒ NOT FOR CONSTRUCTION
☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTRUCTION

SHEET TITLE:
COLORED ELEVATIONS
FOR WALL FINISHES
SHEET NUMBER:
A203
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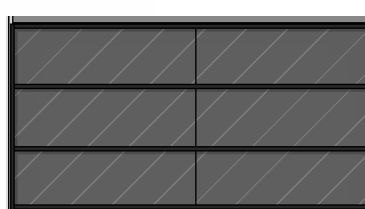
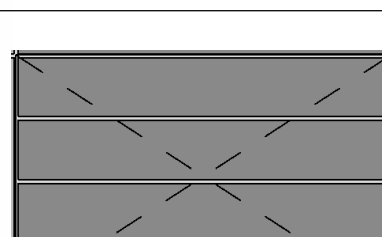
1 ENTRY ELEVATION - SW CORNER
1" = 10'-0"

2 ENTRY ELEVATION - SW CORNER
1" = 10'-0"

3 ENTRY ELEVATION - SE CORNER
1" = 10'-0"

4 ENTRY ELEVATION - SW CORNER
1" = 10'-0"

5 ENTRY ELEVATION - CENTER
1" = 10'-0"

FINISHES LEGEND			
PAINT COLORS		MATERIAL SPECIFICATIONS	
A  BASEWALL - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		 THERMALLY MODIFIED WOOD PLANKS OVERLAID ONTO CONCRETE TILT-UP WALL PANELS WHERE INDICATED AND AT ALL CANOPY AND BUILDING SOFFITS	 GRAY TINTED INSULATED GLASS WITH BLACK MULLIONS
B  ACCENT B - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD			
C  ACCENT C - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD			
D  ACCENT D - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		 KNOCK-OUT PANELS WITH ACCENT PAINT	
E  ACCENT E - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD			



1 CORNER ENTRY



2 CORNER ENTRY



3 CENTER ENTRY

10/20/2024 4:52:20 PM

CONSULTANTS:

GENERAL CONTRACTOR:

CLIENT:

COMMERCE STATION INDUSTRIAL BUILDING 1

SKETCH PLAN/CONDITIONAL DISTRICT REZONING
HUNTERSVILLE, MECKLENBURG COUNTY, NC

SEALS:

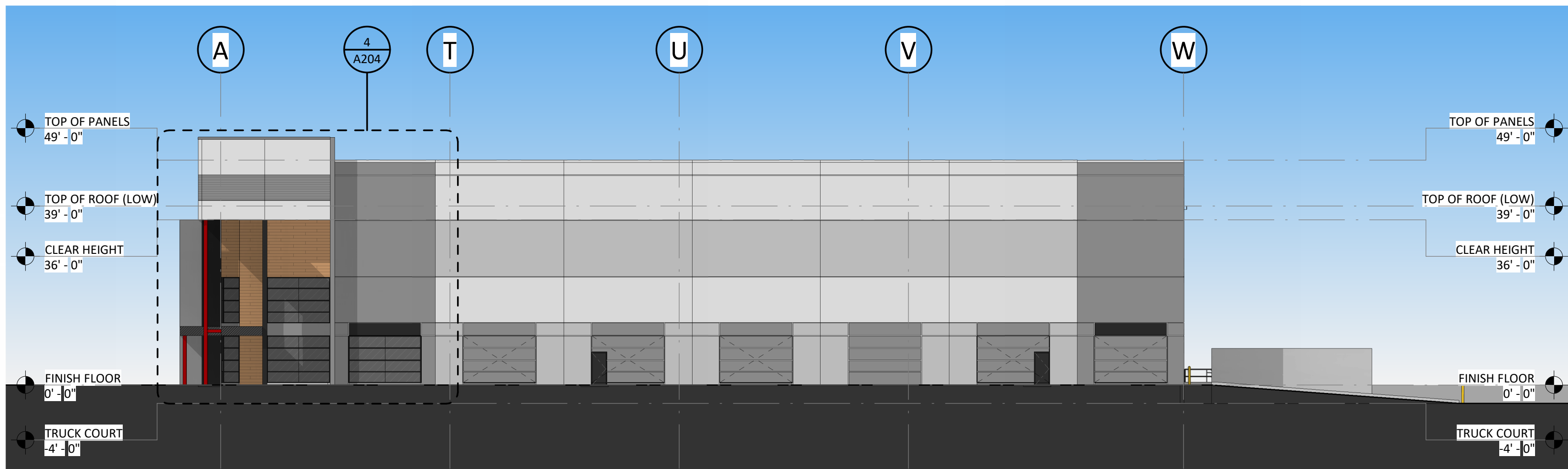
REVISIONS		DESCRIPTION
MARK	DATE	

NOTE:
MINIMUM 36 FT. CLEAR HEIGHT UNDER
STRUCTURE, TYPICAL.
PROJECT NUMBER: C24018
PERMIT TRACKING: X
DRAWING STATUS:
☒ NOT FOR CONSTRUCTION
☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTRUCTION

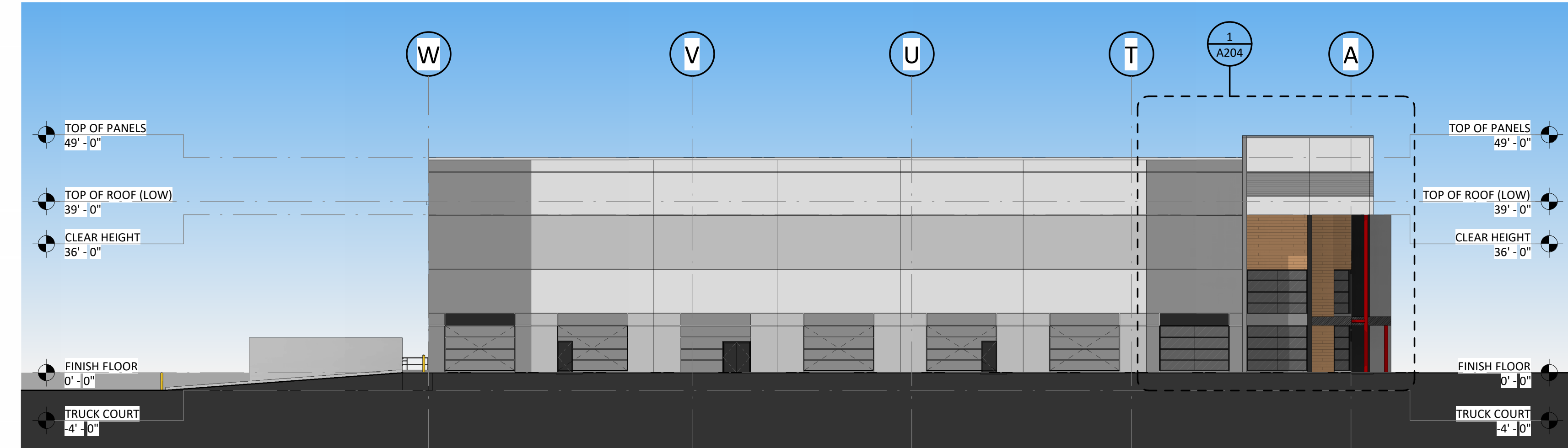
SHEET TITLE:
3D COLOR PERSPECTIVES
SHEET NUMBER:
A205
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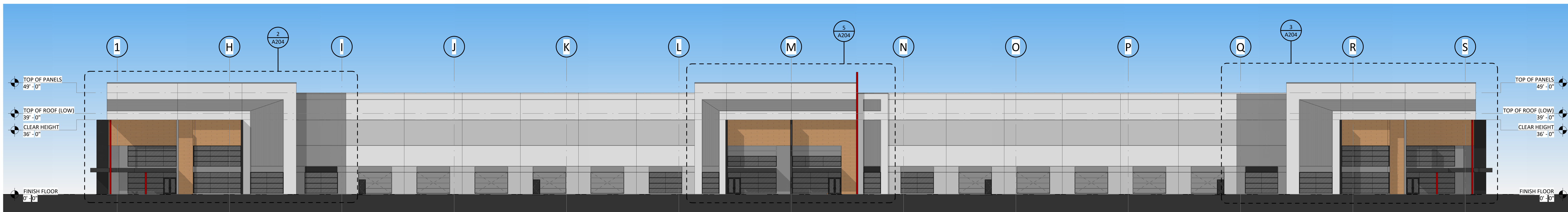
1 OVERALL ELEVATION - PLAN NORTH
1" = 20'-0"



2 OVERALL ELEVATION - PLAN EAST
1" = 20'-0"

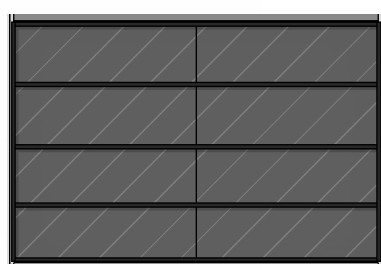
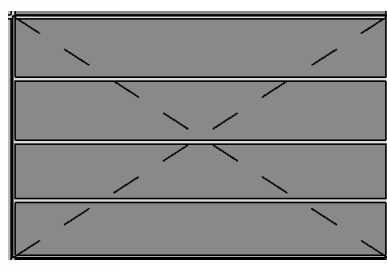


3 OVERALL ELEVATION - PLAN WEST
1" = 20'-0"



4 OVERALL ELEVATION - PLAN SOUTH
1" = 20'-0"

(NOTE: BUILDING # 1 WILL UTILIZE THE SAME DESIGN, ONLY WITH THE
DIMENSIONAL CONFIGURATION SHOWN ON THE SITE PLANS)

FINISHES LEGEND		(NOTE: ALL EXTERIOR WALLS WILL BE CONSTRUCTED WITH LOAD-BEARING, CONCRETE TILT UP PANELS WITH AREAS OF CAST-IN FORM LINER FOR TEXTURE, TEXTURED PAINT COATINGS AND ACCENT COLORS)	
PAINT COLORS		MATERIAL SPECIFICATIONS	
A	BASEWALL - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	 THERMALLY MODIFIED WOOD PLANKS OVERLAID ONTO CONCRETE TILT-UP WALL PANELS WHERE INDICATED AND AT ALL CANOPY AND BUILDING SOFFITS	 GRAY TINTED INSULATED GLASS WITH BLACK MULLIONS
B	ACCENT B - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	 KNOCK-OUT PANELS WITH ACCENT PAINT	
C	ACCENT C - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		
D	ACCENT D - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		
E	ACCENT E - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		

NOT TO SCALE 1/2" = 20'-0"

COMMERCE STATION-BUILDING #2

INDUSTRIAL

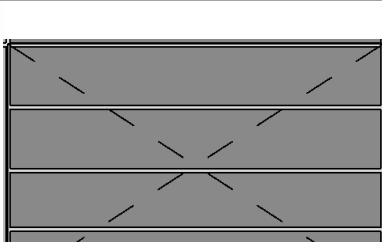
SKETCH PLAN/CONDITIONAL DISTRICT REZONING
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

REVISIONS	
MARK	DATE

NOTE: MINIMUM 36 FT. CLEAR HEIGHT UNDER STRUCTURE, TYPICAL.	
PROJECT NUMBER: C24018	PERMIT TRACKING: X
DRAWING STATUS: ☒ NOT FOR CONSTRUCTION ☐ ISSUED FOR BIDDING ☐ ISSUED FOR CONSTRUCTION	

SHEET TITLE: COLORED ELEVATIONS FOR WALL FINISHES	
SHEET NUMBER: A203	©2024 MERRIMAN SCHMITT ARCHITECTS, INC.



FINISHES LEGEND			
PAINT COLORS		MATERIAL SPECIFICATIONS	
	BASEWALL - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	 THERMALLY MODIFIED WOOD PLANKS OVERLAI D ONTO CONCRETE TILT-UP WALL PANELS WHERE INDICATED AND AT ALL CANOPY AND BUILDING SOFFITS	 GRAY TINTED INSULATED GLASS WITH BLACK MULLIONS
	ACCENT B - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		
	ACCENT C - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		
	ACCENT D - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		
	ACCENT E - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		
		 KNOCK-OUT PANELS WITH ACCENT PAINT	



2 CORNER ENTRY



3 CORNER ENTRY



1 CENTER ENTRY

(NOTE: BUILDING # 1 WILL UTILIZE THE SAME DESIGN, ONLY WITH THE DIMENSIONAL CONFIGURATION SHOWN ON THE SITE PLANS)

DATE: 02/26/2024 10:12:37 AM

CONSULTANTS:

GENERAL CONTRACTOR:

CLIENT:

COMMERCE STATION-BUILDING #2

INDUSTRIAL

SKETCH PLAN/CONDITIONAL DISTRICT REZONING
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SEALS:

REVISIONS		DESCRIPTION
MARK	DATE	

NOTE:
MINIMUM 36 FT. CLEAR HEIGHT UNDER
STRUCTURE, TYPICAL.
PROJECT NUMBER: C24018
PERMIT TRACKING: X
DRAWING STATUS:
☒ NOT FOR CONSTRUCTION
☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTRUCTION

SHEET TITLE:
3D COLOR PERSPECTIVES
SHEET NUMBER:
A205
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**Town Engineering Rezoning Comment Summary
R24-14 Commerce Station Industrial (CSP-500044)
12705 Commerce Station Drive - PID 01930105
Huntersville, NC 28078**

General Project Information

This proposed rezoning is located at a parcel at the end of existing Commerce Station Drive (local road) and consists of a 4-parcel subdivision including two warehouses, associated parking, public roadway, and private roadway. The development parcel contains portions of thoroughfare alignments Verhoeff Drive and Everette Keith Road, per the CRTPO Comprehensive Transportation Plan.

Engineering Staff Comments

Traffic Impact Analysis (TIA): Based on the uses and intensities proposed, the development is over the Town's threshold to require a TIA. The developer's consultant submitted the latest version of the TIA on March 7, 2025. This version is acceptable as a final version. The TIA recommends the following road improvements to be constructed by the developer:

S. Church Street/Mecham Farm Drive at Commerce Station Drive

- Construct a southbound left-turn lane on S. Church Street/Mecham Farm Drive with 125 feet of storage

Transportation and Stormwater:

- 1) *Update* The applicant is requesting to modify a post-construction stream buffer, subject to Town Board approval, per Zoning Ordinance 8.25.10 (this is an intermittent stream buffer draining less than 50 acres). They have proposed to implement mitigation technique #8 (ZO 8.25.11.b) "Mitigation Credits." This would require purchase of mitigation credits at a 1:1 basis, at the currently established rate from the Charlotte-Mecklenburg Stream Buffer Mitigation Fund. The applicant is proposing that the fee from these credits be applied to the nearby Cane Creek Stream Restoration project, if this is permissible by Mecklenburg County.
- 2) *Update* The applicant is proposing a reservation of right-of-way for Verhoeff Drive and a dedication of any ROW on proposed parcel 2 at the time of Verhoeff Drive construction. They are also proposing a dedication of right-of-way and construction of approximately 200' for Everette Keith Road within the development parcel boundary. The proposed intersection of Everette Keith Road and Commerce Station Drive is closer



than standard (approx. 200' provided vs 350' minimum). This intersection may need to be relocated farther south by the Town or NCDOT at a later date, upon the construction of Verhoeff Drive and Everette Keith Road.

- 3) Proposed street tree locations are subject to change with preliminary plans to comply with Town and NCDOT planting guidelines.
- 4) *Update – This comment has been addressed* A 100-foot driveway stem is required at both proposed driveways, measured from the back of the Verhoeff Drive right-of-way.
- 5) *Update – This comment has been addressed* A typical section adhering to Town standards is to be provided for Everette Keith Road.



Traffic Impact Analysis (TIA) Application for Determination of TIA Need

Article 14.2 of the Zoning Ordinance requires that a Traffic Impact Analysis (TIA) be performed for any residential subdivision, multifamily site plan, or non-residential development, or portion thereof, which is expected to create one hundred (150) or more peak hour vehicle trips or 1,500 or more daily trips.

In order to determine whether a TIA will be required for your proposed development, please fill out the form below and submit to the Planning Department. A "Determination of TIA Need" will be made within 10 working days.

Applicant: Crescent Acquisitions, LLC

Project Name: Commerce Station Drive Industrial

Project Address: extension of Commerce Station Drive

Project Description (including square footage for each proposed land use):
450,183 sq. ft. of general light industrial

Applicant

Printed Name Anthony Parker Phone 980-321-6000

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

Signature Anthony Parker

Title Director of Development Email aparker@crescentcommunities.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 6/7/24

Daily Trips Anticipated 1,899

Peak Hour Trips Anticipated AM 284 PM 374

TIA Required (Yes/No) Yes

Date of Determination: 6/11/24

Comments: Determination based on 450,190 square feet of Manufacturing space (LU 140).



BUILDING #	SIZE (SF)	DIMENSIONS (FT)	PARKING COUNT	TRAILER COUNT
1	267,840	310 X 864	304	63
2	168,480	260 X 648	124	23
TOTAL	436,320	--	428	86

0 75 150 300
SCALE: 1" = 150'

N
W E
S

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE



CONCEPTUAL SITE PLAN

HUNTERSVILLE INDUSTRIAL
COMMERCE STATION DRIVE
HUNTERSVILLE, NC
10660 | CAB | 01/19/2024

Commerce Station Industrial (R24-14)

Community Meeting Report

Date: December 11, 2024

Time: 6:00pm – 7:00pm

Location: CPCC Merancas Campus Auditorium, 11920/11930 Verhoeff Drive, Huntersville 28078

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

Agenda:

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

Applicant and the attendees discussed the following comments and questions:

General Discussion

- The applicant presented the PowerPoint presentation attached to this Community Meeting Report.
- General discussion/comments about the landlocked nature of some of the surrounding property.
- General discussion about the owners of the surrounding property, specifically the Town property adjacent to the utility station and to the north of the Southwire site.
- General discussion about what is permitted by-right on this property and in Corporate Business (CB) overall. The proposed use is currently allowed in this location.
- General discussion that explains that the lot below the Future Verhoeff Drive will be retained by the current landowner and the roads will be constructed on this property to the landowner's benefit.

Questions

***Answers in bold**

- Are the blue ponds shown on the map for stormwater? **Yes, the blue spots on the site plan are stormwater control measures.**
- Can you explain the details/status of the Everette Keith Road Realignment? **There is an unfunded transportation plan to connect Everette Keith Road to the east side of this property at around the point where Verhoeff Drive crosses the property. The plan has no scheduled construction date and would require coordination with multiple landowners.**
- Can you explain the details/status of the Verhoeff Drive Extension? **The Verhoeff Drive extension crosses at about the midpoint of the property. The future road alignment is shown on the site plan as a red shaded area bordering the buffer of the larger building.**
- Who will be responsible for building the Verhoeff Drive Extension and Everette Keith? **These are unfunded and unscheduled Town of Huntersville projects; the Town will provide**

more information on their website regarding these projects when new information arises.

- Is the dark green shaded area around the edge of the property the buffer area? **Yes, these are 80' and 40' landscaped buffers**
- What is the max building height of both buildings? **The maximum building height is 45', the building with less square footage will be shorter than the larger building.**
- Where is the truck unloading and loading zone? **The truck court/loading zone is located at the rear of each of the buildings on the interior of the site. Parking is located at the exterior of the buildings.**
- Is the site balanced? **Yes, the site is balanced.**
- What is the timeline for approval and construction? **The Public Hearing and Planning Board meeting are both currently scheduled for February and the final Town Board vote is scheduled for mid-March. The Applicant would like to begin construction after approvals and permitting (potentially end of 2025).**
- What is the applicant providing to the Town in exchange for the requested modification? **The applicant is building the private drive on the westerly portion of the site to connect to the Greenway landfill site and divert truck traffic off Holbrooks Rd.**

COMMUNITY MEETING
SIGN IN SHEET

December 11, 2024, 6:00pm to 7:00pm

R24-14 Commerce Station Industrial Rezoning

Location: CPCC Merancas Campus Auditorium
11920/11930 Verhoeff Road, Huntersville, NC 28078

ATTENDEE NAME
John Brown
GREG BAACON
MARIL LONG
MIKE TINSLEY
Bill Catta

COMMERCE STATION
INDUSTRIAL
CONDITIONAL
REZONING

Company Introduction

GTIS PARTNERS



The applicant and future developer for the project is a partnership between Charlotte-based Crescent Communities and New York-based GTIS Partners (which has a Charlotte office) who collectively have developed over 100 single family and multifamily communities and over 30MM square feet of commercial space.

Highlights

- Sustainable development practices
- Positive community impact
- Top tier architectural quality
- Entry level or affordable housing components
- Crescent recognized by NAIOF as Charlotte's Developer of the Year in 2024

Project Examples

Airport Logistics Center – Phoenix, AZ

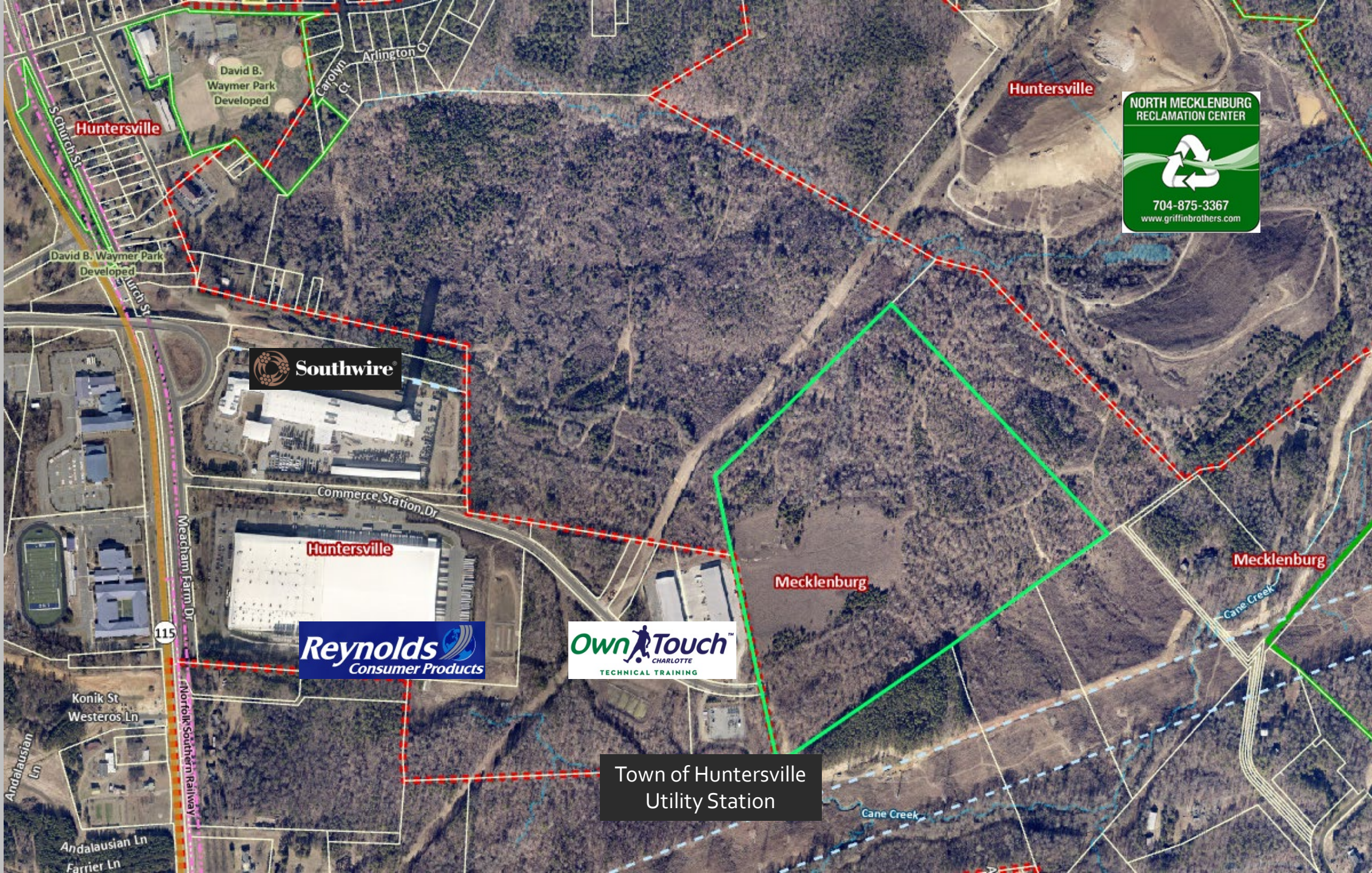


Westside Logistics Center – Gastonia, NC



Forsyth 400 – Atlanta, GA





Huntersville

David B. Waymer Park Developed

Southwire

Huntersville

Reynolds
Consumer Products

Own A Touch
CHARLOTTE
TECHNICAL TRAINING

Town of Huntersville
Utility Station

Huntersville

NORTH MECKLENBURG
RECLAMATION CENTER



704-875-3367
www.griffinbrothers.com

Mecklenburg

Mecklenburg

Cane Creek

Cane Creek

115

Mecklenburg Farm Dr

Norfolk Southern Railway

Commerce Station Dr

Arlington Ct

Carolyn Ct

Konik St
Westeros Ln

Andalusian Ln

Andalusian Ln
Farrier Ln

Current Zoning - Permitted Uses

Zoning Ordinance 3.2.9 Corporate Business (CB)

(a) Permitted Uses.

Uses Permitted by Right.

- office
- distributive businesses
- inns
- laboratories and research facilities
- manufacturing and assembly, excluding heavy manufacturing
- government buildings
- warehouses, except mini-warehouse storage
- wholesale sales
- vocational and technical schools

Uses Permitted With Conditions.

- automotive country club, (9.57)
- day care center, (9.11)
- commercial communication tower, (9.9)
- essential services 1 and 2, (9.14)
- hotels and motels, (9.45)
- schools, (9.35)
- parks, (9.29)
- temporary mobile food sales, (9.37)
- transit-oriented parking lots as a principal use, (9.49)
- transit shelters, (9.39)

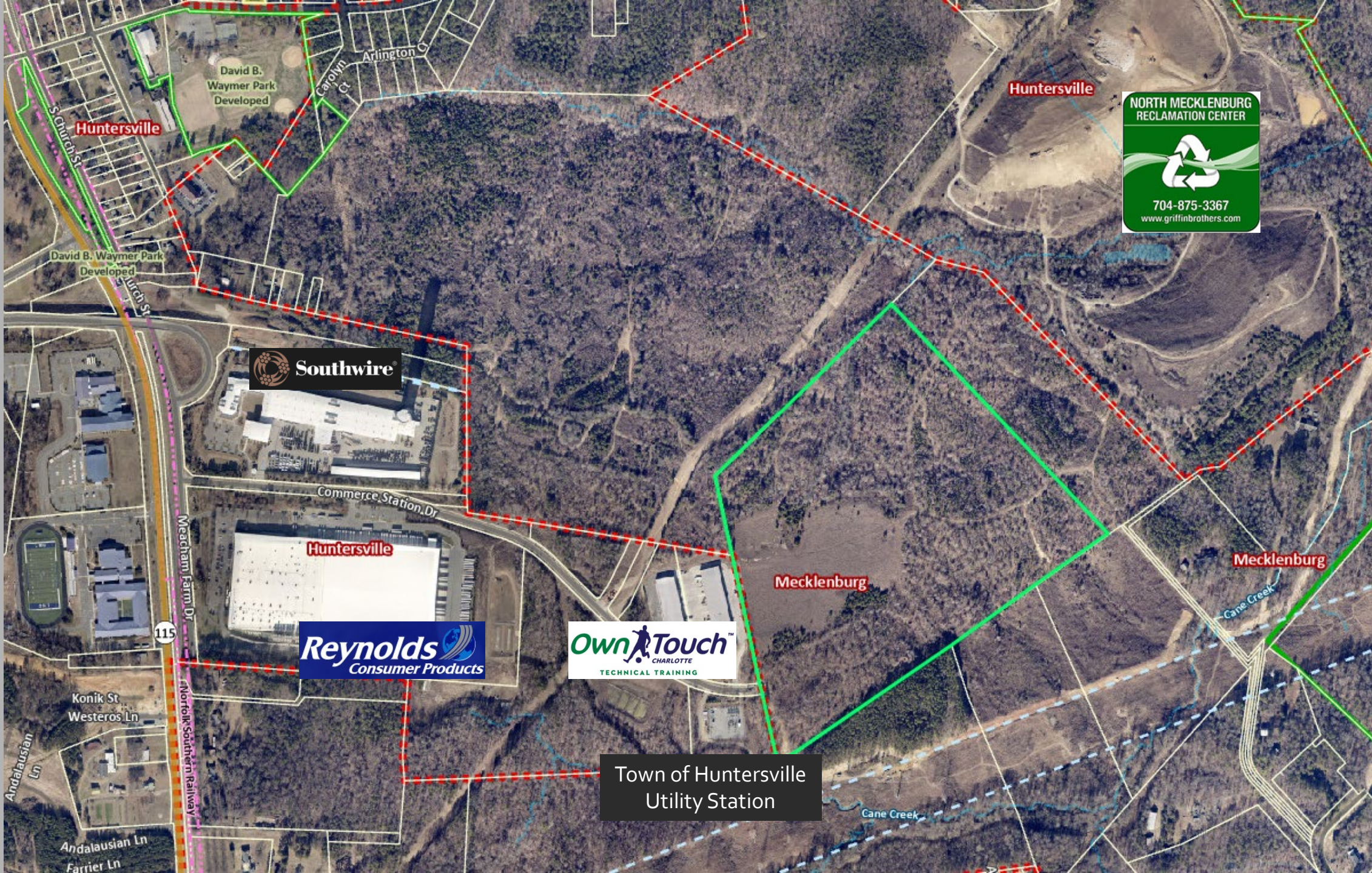
The possible by right uses for the Commerce Station Industrial project are already allowed in the current Corporate Business (CB) Zoning of the Property

Why are We Here?

Stormwater mitigation process options

Town Variance	✓ Town Conditional Rezoning	✓ U.S. Army Corps of Engineers
• Decision by the Board of Adjustment • No conditional zoning site plan • No additional public meetings	• Community Meeting • Public Hearing • Planning Board Meeting • Final Town Board Meeting	• Permit

- Project will obtain federal permit approval from the Army Corps of Engineers
- The Conditional Rezoning process is an alternative to the variance process and includes a community meeting and three additional public meetings



**NORTH MECKLENBURG
RECLAMATION CENTER**



704-875-3367
www.griffinbrothers.com



Southwire



Reynolds
Consumer Products



Own A Touch
CHARLOTTE
TECHNICAL TRAINING

**Town of Huntersville
Utility Station**

Landfill access once connected to the Greenway property will add an alternate route that avoids Holbrooks Rd.



Project Information

- 64.53 acres
- 453,850 SF
- Warehouse, Distributive Business
- Current Zoning: Corporate Business
- Proposed: Corporate Business – Conditional District



HUNTERSVILLE 2040 COMMUNITY PLAN

Employment centers contain a mix of uses including office, industrial, and institutional.

POLICY RECOMMENDATIONS

LU-1

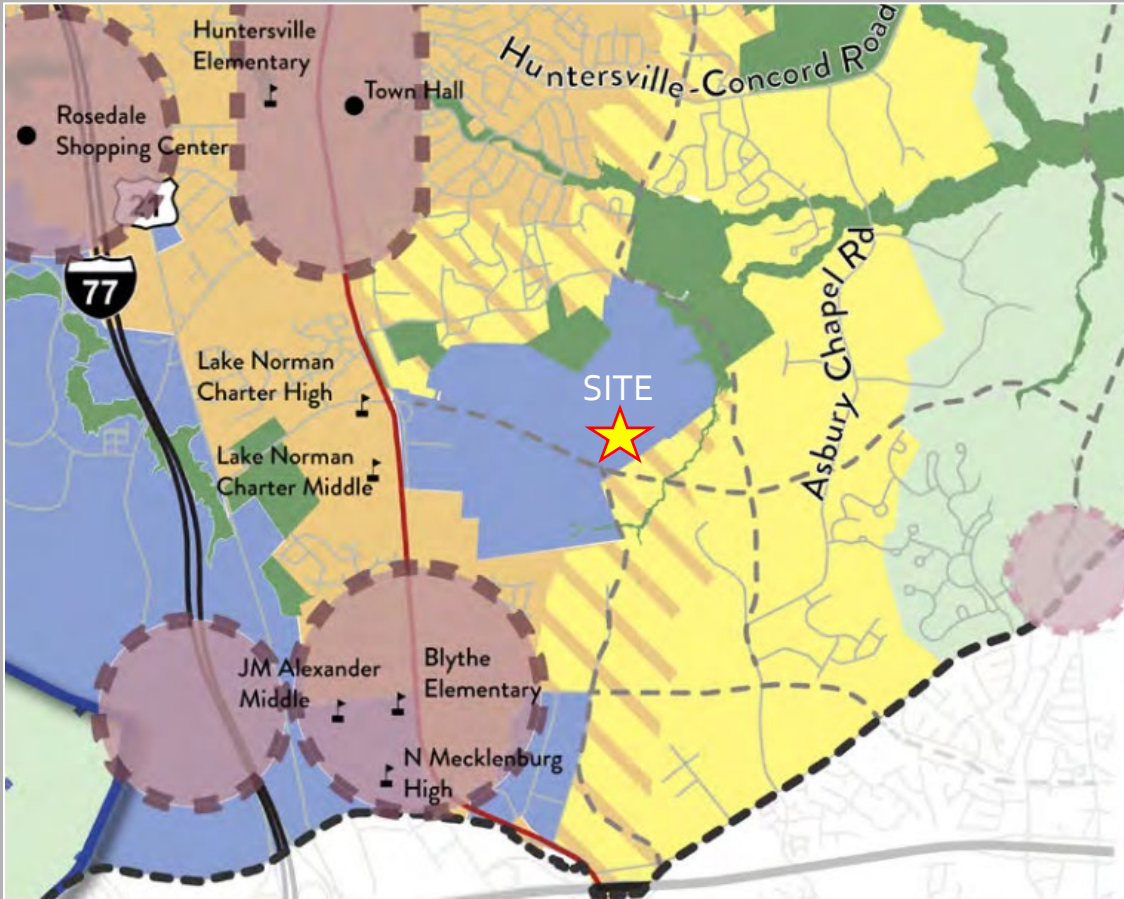
Policy LU-1: Encourage a development pattern that follows the Future Land Use Map.

EV-1

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

T-3

Policy T-3: Improve connectivity throughout the study area.



FINISHES LEGEND			
PAINT COLORS		MATERIAL SPECIFICATIONS	
A	BASEWALL - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	THERMALLY MODIFIED WOOD PLANKS OVERLAID ONTO CONCRETE TILT-UP WALL PANELS WHERE INDICATED AND AT ALL CANOPY AND BUILDING SOFFITS	GRAY TINTED INSULATED GLASS WITH BLACK MULLIONS
B	ACCENT B - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		
C	ACCENT C - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	KNOCK-OUT PANELS WITH ACCENT PAINT	
D	ACCENT D - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		
E	ACCENT E - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		





Economic Benefits

Development Expenditures: \$50 million+

- Land Acquisition
- Hard Costs
- Leasing Costs
- Soft Costs
- Financing Costs
- Contingency

Economic Benefits

- Current Huntersville Property Tax: None (ETJ)
- Estimated Huntersville Property Tax: \$132,459.73
- Construction Benefits: \$58,678,670.09
- Construction Jobs Created: 237
- Employment after Construction: 250+

No	Parcel ID	Postal Address	Owner Name
1	01911107	12346 OLD STATESVILLE RD HUNTERSVILLE NC 28078	JOHNSTON WILSON D
2	01930104	12300 OLD STATESVILLE RD HUNTERSVILLE NC 28078	JOHNSTON ARNOLD W
3	01930105	7910 GOLF COURSE DR N DENVER NC 28037	LONG LINDA WESTER
4	01934103	7861 DEER TRACK DR DENVER NC 28037	BAUCOM JOHNSIE H
5	01934104	7861 DEER TRACK DR DENVER NC 28037	BAUCOM JOHNSIE H
6	01934105	11737 TRAILS END LN HUNTERSVILLE NC 28078	TINSLEY MICHAEL L TINSLEY TRACY W
7	01934118	19109 W CATAWBA AVE STE 110 CORNELIUS NC 28031	TRAILS END HOLDINGS LLC
8	01931116	1805 SARDIS RD NORTH STE 120 CHARLOTTE NC 28270	SILVER HUNTERSVILLE LLC
9	01931117	PO BOX 664 HUNTERSVILLE NC 28070	TOWN OF HUNTERSVILLE
10	01930106	19109 W CATAWBA AVE STE 110 CORNELIUS NC 28031	GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC
11	01930107	7910 GOLF COURSE DR N DENVER NC 28037	LONG LINDA WESTER

HOA WITHIN 2,000 FT

1	P.O. BOX 11906, CHARLOTTE, NC 28220	BRYTON MASTER OWNERS ASSOCIATION
2	*not within 2,000 feet - just closest: P.O. BOX 11906, CHARLOTTE, NC 28220	PLUM CREEK

November 27, 2024

SUBJECT: Notice of community meeting for information related to a Conditional Rezoning and Sketch Plan of the property located at 12705 Commerce Station Dr., Huntersville, NC, shown on the map below and having Parcel ID Number of 01930105. The Applicant for the subject property is CC GTIS Huntersville Co-GP, LLC.

To Whom It May Concern:

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

MEETING DETAILS:

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

Wednesday, December 11, 2024

CPCC Campus Auditorium

11920 Verhoeff Drive

Huntersville, NC 28078

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

Sincerely,

CC GTIS Huntersville Co-GP, LLC.





General Application

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

1. Application Type

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

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

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

2. Project Data

Date of Application 10/17/2024

Name of Project Commerce Station Industrial Phase # (if subdivision) _____

Project Address Commerce Station Drive, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01930105

Current Zoning District Corporate Business (CB) Proposed District (for rezoning only) Corporate Business (CB-CD)

Property Size (acres) 64.53 acres Street Frontage (feet) N/A

Current Land Use Vacant

Proposed Land Use(s) Light Industrial Warehousing and/or Manufacturing

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

3. Description of Request

Explain the nature of this request. If a separate sheet is necessary, please attach to this application.

This project will consist of an approximately 317,000 & 136,000 SF warehouse/distribution center with associated parking, truck courts, and trailer parking. Stormwater to be managed by on-site SCM's. Commerce Station Drive will be extended to serve the site. Future Verhoeff Drive ROW has been reserved through the property. Requesting sketch plan approval and conditional rezoning.

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name CC GTIS Huntersville Co-GP LLC

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

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

Signature [Signature]

Title Authorized Signatory Email rmccall@gtispartners.com

Address of Applicant 787 7th Avenue, 50th Floor, New York, NY 10019

7. Property Owner (if different than applicant)

* Printed Name Linda Wester Long

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

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

Signature [Signature]

Title _____ Email lmlong@jstiber.com

Address of Property Owner 990 Golf Course Dr N, Denver NC 28031

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

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

7. Development/Design Firm Contact Information

GTIS Partners	Robert McCall	212-220-5220	RMccall@gtispartners.com
Development Firm	Name of Contact	Phone	Email
SeamonWhiteside & Associates	Tommie L Little	980-312-5450	tlittle@seamonwhiteside.com
Design Firm	Name of Contact	Phone	Email

Contact Information

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



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Traffic Calming Measures on Dellwood Dr

EXPLAIN REQUEST:

Consider a decision on Traffic Calming measures on Dellwood Dr.

ACTION RECOMMENDED:

Adopt an option of traffic calming measure on Dellwood Dr.

FINANCIAL IMPLICATIONS:

Powell Bill

ATTACHMENTS:

1. Location Map - Dellwood

Dellwood Drive





Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: Greenway, Trail & Bikeway Commission Appointment

EXPLAIN REQUEST:

Consider appointing one (1) member to the Greenway, Trail & Bikeway Commission, due to a vacancy, from 7 applicants.

1. Three-year term, expiring 12/31/2026 (Timothy Turon resigned from one partial term)

ACTION RECOMMENDED:

Appoint 1 member

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Greenway, Trail & Bikeway Commission Overview - 20250402
2. Greenway, Bikeway, Trails Commission Member Map 4-3-2025
3. Greenway, Trail & Bikeway Commission Applicant Packet - 20250403

Greenway, Trail & Bikeway Commission

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

CURRENT MEMBERS (8)

Name	Position/Title	Notes	Term Exp & Years		Regular Term Start		
					Partial	Term 1	Term 2
Reese, Maria	Chair		12/31/2026	3	3/18/2019	12/7/2020	12/18/2023
Stuart, Ken	Co-Chair		12/31/2027	3		1/3/2022	12/18/2024
Beirne, Christianna			12/31/2025	3	1/3/2022	1/3/2023	
Griffin, Michael			12/31/2027	3		1/3/2022	12/17/2024
Kerns, Elaine			12/31/2025	3		1/3/2023	
Locke, Geoffrey			12/31/2025	3		1/3/2023	
Stormo, Leif			12/31/2027	3		12/17/2024	
Suggs, Randy		replaced Schackert	12/31/2026	3	7/18/2022	12/18/2023	

VACANCIES SINCE LAST APPOINTMENT

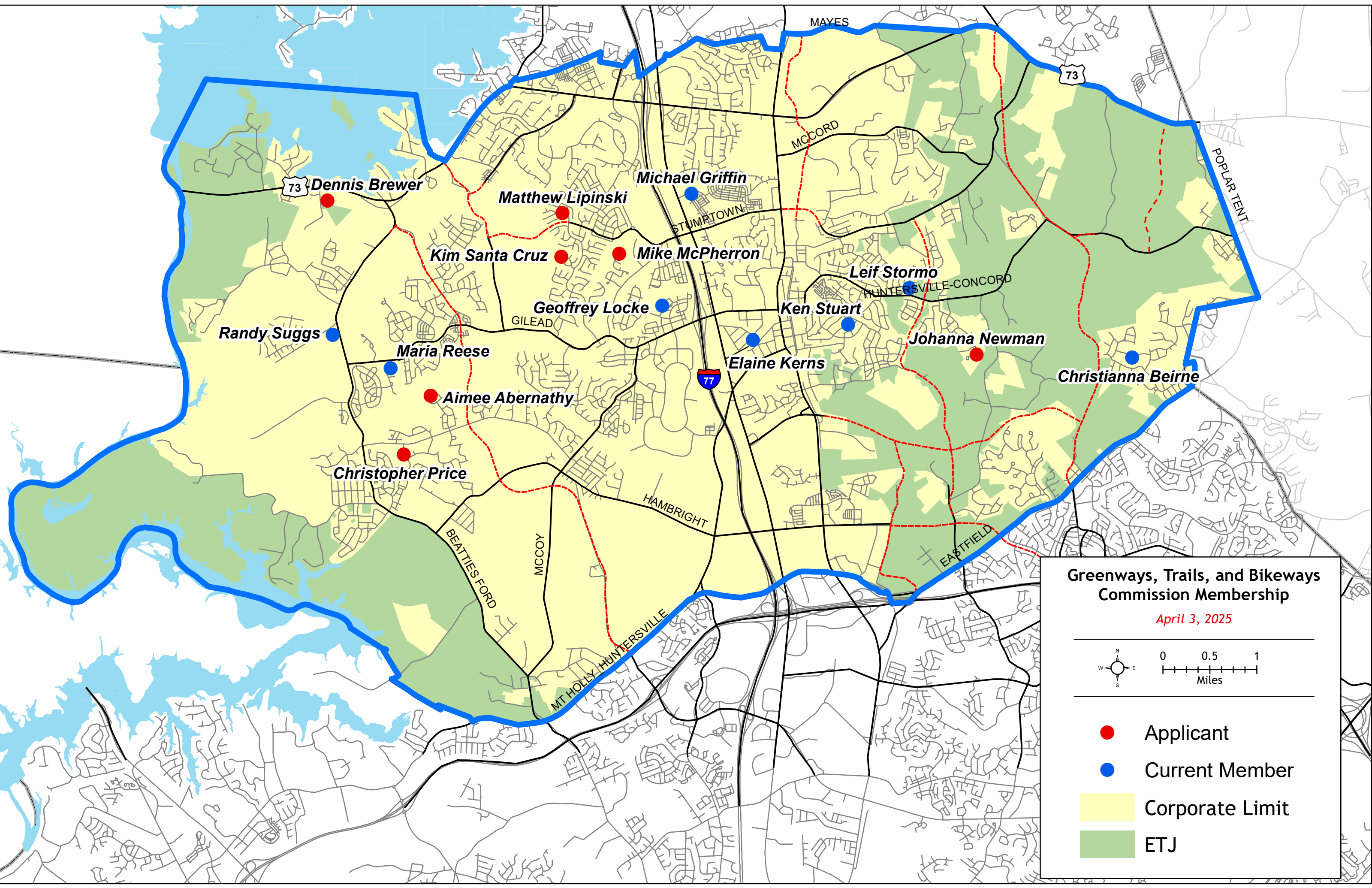
VACANCIES SINCE LAST APPOINTMENT										
Name	Notes	Early Term	Original Term Exp & Years		Alternate Term Start			Regular Term Start		
					Partial	Term 1	Term 2	Partial	Term 1	Term 2
Turton, Timothy	resigned	4/2/2025	12/31/2026	3				12/18/2023		

APPLICANTS (7)

Name	ETJ?	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?	
Abernathy, Aimee	☐	No	6/9/2024		
Brewer, Dennis	☐	No	11/6/2023	12/6/2024	
Lipinski, Matthew	☐	No	11/7/2023	12/10/2024	
McPherron, Mike	☐	No	11/8/2023	12/6/2024	
Newman, Johanna	☐	No	2/8/2024	12/7/2024	
Price, Christopher	☐	6/30/2027 - Board of Adjustment	6/6/2024	would resign from Board of Adjustment	
Santa Cruz, Kim	☐	No	12/1/2023	12/10/2024	

* Term expires within 3 months

Wednesday, April 2, 2025



Print

Advisory Boards & Commissions Application - Submission #17527

Date Submitted: 6/9/2024

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Greenway, Trail, and Bikeway Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Aimee

Last Name*

Abernathy

Street Address (must be in Huntersville)*

8235 Rolling Meadows Ln

Is this address in the ETJ?*



No



Yes

Email Address*

aabernathy@gmail.com

Phone Number*

7048393513

Occupation

Human Resources

Place of Employment

Wells Fargo and Southern New Hampshire University

Approx. hours you could dedicate to this Board/Commission (per month)*

10-20

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

Human Resources, conflict resolution, secretary of National Council for Mortar Board Senior National Honor Society (term ends July 2024), data analysis, various roles in Women in Nuclear, including Chapter treasurer and President.

Areas of Expertise, Interests and Skills

Running - I spent a lot of time on our greenways in Huntersville! I have served on several boards in various positions. Working in HR, I have conflict resolution skills, and also work in HR data analytics, so deep work in analysis and consultation. I am also an adjunct professor at Southern New Hampshire University teaching Undergraduate HR Management courses.

Education

BA - Communications, Queens University of Charlotte MBA/HR Management, University of Phoenix

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Secretary, Mortar Board Sr National Honor Society Women in Nuclear - various positions, including chapter president and National professional development chair Lupus Foundation of America, North Carolina Chapter - Fundraising and provided HR support

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement

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

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

Electronic Signature*

Aimee Abernathy

Signature Date*

6/9/2024

Print

Advisory Boards & Commissions Application - Submission #16029

Date Submitted: 11/6/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Greenway, Trail, and Bikeway Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Dennis

Last Name*

Brewer

Street Address (must be in Huntersville)*

15820 Hubbard rd

Is this address in the ETJ?*



No



Yes

Email Address*

dbrewer@joegibbsracing.com

Phone Number*

7032443667

Occupation

Director of facilities

Place of Employment

joe gibbs racing

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

20+

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

all forms of construction

Areas of Expertise, Interests and Skills

construction

Education

high school and collage master hvac and mechanical

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Board of adjustment president of hoa

Electronic Signature Agreement

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

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

Electronic Signature*

Dennis r Brewer

Signature Date*

11/6/2023

Print

Advisory Boards & Commissions Application - Submission #16049

Date Submitted: 11/7/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Greenway, Trail, and Bikeway Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Matthew

Last Name*

Lipinski

Street Address (must be in Huntersville)*

16017 Wynfield Creek Pkwy

Is this address in the ETJ?*



No



Yes

Email Address*

Lipinski@knights.ucf.edu

Phone Number*

5613896572

Occupation

Business Development Executive

Place of Employment

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

20

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

n/a

Areas of Expertise, Interests and Skills

Business, outdoor activities - golf, biking, hunting

Education

Bachelors degree at UCF

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Many years of volunteering as a youth leader, worked with animal rescues locally, make a wish foundation.

Electronic Signature Agreement

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

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2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Matt Lipinski

Signature Date*

11/7/2023

Print

Advisory Boards & Commissions Application - Submission #16068

Date Submitted: 11/8/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Greenway, Trail, and Bikeway Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Mike

Last Name*

McPherron

Street Address (must be in Huntersville)*

8520 Shadetree street

Is this address in the ETJ?*



No



Yes

Email Address*

Mike_mcpherron@hotmail.com

Phone Number*

704-439-7782

Occupation

Risk Manager (IT Cybersecurity)

Place of Employment

Bank of America

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

4-8

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

None

Business and Civic Experience Related to this Advisory Board or Commission

Former Board member and president of the Hamptons HOA.

Areas of Expertise, Interests and Skills

Engineering., strategic planning, operations, communications

Education

Bachelor of science in engineering, masters of business administration.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Program Director for Charlotte run-walk program, an avid user of the greater Charlotte Greenway trail system

Electronic Signature Agreement

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Electronic Signature*

M J McPherron

Signature Date*

11/8/2023

Print

Advisory Boards & Commissions Application - Submission #16746

Date Submitted: 2/8/2024

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Greenway, Trail, and Bikeway Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Newman

Last Name*

Johanna Newman

Street Address (must be in Huntersville)*

17215 Monocacy Blvd

Is this address in the ETJ?*



No



Yes

Email Address*

jncrna04@gmail.com

Phone Number*

9734603813

Occupation

Nurse Anesthetists - Professor

Place of Employment

South College - Nurse Anesthesia Program - Associate Professor

Approx. hours you could dedicate to this Board/Commission (per month)*

12

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

N/A

Business and Civic Experience related to this Advisory Board or Commission

As a healthcare provider I have served in multiple leadership roles on the local and state level in Florida. I served as president of the Florida Association of Nurse Anesthetists which served to advocate for the scope of practice of nurse anesthetists and to improve the health care received by the citizens of Florida. While in this role I was involved in political advocacy to include drafting legislation and testifying at the state legislature.

Areas of Expertise, Interests and Skills

As a healthcare provider I have an interest in improving the lives of others. My interest on this advisory board stems from the Healthy People 2030 report from the US Department of Health and Human Services. The report states that "the neighborhoods people live in have a major impact on their health and well-being". By serving on this committee, I can be involved in the important work of providing guidance on how we can improve the health and quality of life of the citizens of Huntersville by building beautiful greenways for the citizens of Huntersville to walk, exercise, and ride their bikes.

Education

1. Doctor of Nurse Anesthesia Practice, August 2011 Virginia Commonwealth University, Richmond, VA. 2. Master of Science, Nursing, Concentration: Nurse Anesthetist, December 2004 Georgetown University, Washington DC. 3. Bachelor of Science, Nursing, May 1999 William Paterson University, Wayne, NJ.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

In 2023 I led a project with On the Road Collaborative that provided career enrichment opportunities and community service opportunities for middle school students from underserved communities. Have also been involved in planning, organizing, and fundraising for medical mission trips to South America. In Florida I served on the community improvement committee for the homeowner's association in the community in which I lived.

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Johanna Newman

Signature Date*

2/8/2024

Print

Advisory Boards & Commissions Application - Submission #17507

Date Submitted: 6/6/2024

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Greenway, Trail, and Bikeway Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Chris

Last Name*

Price

Street Address (must be in Huntersville)*

8310 Misty Lilac Dr

Is this address in the ETJ?*



No



Yes

Email Address*

cprice8889@gmail.com

Phone Number*

7046198889

Occupation

Business Loan Analyst

Place of Employment

Wells Fargo Bank NA

Approx. hours you could dedicate to this Board/Commission (per month)*

8

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Board of Adjustments 6/24

Business and Civic Experience related to this Advisory Board or Commission

Planning Board/ Board of Adjustments / Huntersville 101/ Policy Citizens Academy /

Areas of Expertise, Interests and Skills

Biking/ Handyman/ Banking/

Education

Western Carolina University

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Homeowners Association / Planning Board/ Board of Adjustments / Meck Tax Board / Habitat of Humanity / Tau Kappa Epsilon Fraternity

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?



Yes



No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.



Electronic Signature Agreement

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- 3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Chris Price

Signature Date*

6/6/2024

Print

Advisory Boards & Commissions Application - Submission #16267

Date Submitted: 12/1/2023

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.

Which Advisory Board/Commission are you applying for?*

Greenway, Trail, and Bikeway Commission ▼

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

[Advisory Boards & Commissions](#)

First Name*

Kim

Last Name*

Santa Cruz

Street Address (must be in Huntersville)*

8628 Taybrook Dr., Huntersville, NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

ksantacruz99@gmail.com

Phone Number*

704-564-7983

Occupation

Retired. Formerly worked in marketing and graphic design.

Place of Employment

Approx. Hours You Could Dedicate to this Board/Commission (per month):*

Varies as needed

List Any Town or County Boards, Committees, Commissions You Are Presently Serving On (include term expirations):

Business and Civic Experience Related to this Advisory Board or Commission

Huntersville 101 (2019)

Areas of Expertise, Interests and Skills

Experienced in planning/organizing trade shows and industry meetings; created and produced promotional materials. Interests - hiking/walking, reading, crafts, cooking

Education

University of Colorado at Colorado Springs, BS in Business with an emphasis in Marketing

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere.

Merry Magic Christmas Project (Cornelius); Neighborhood Care Center (Cornelius); Lake Norman Charter PTA (4 years); Torrence Creek Elementary PTA (2 years).

Electronic Signature Agreement

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Electronic Signature*

Kim Santa Cruz

Signature Date*

12/1/2023



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Noise Ordinance Amendment

EXPLAIN REQUEST:

The Legal Department, in conjunction with HPD, previously worked on some suggested edits to the noise ordinance to align our ordinance with statutory language and incorporate some common exceptions that are utilized by other jurisdictions. These edits, at the suggestion of the Board, also address the use of engine breaks.

160A-175(b) requires that the edits be considered at two meetings. This is the first meeting of consideration for the edits.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Noise Ordinance 4-8-25
2. Huntersville Noise Ordinance Redline 1-13-15 EAS 3-27-25 brake addition EAS 3-31-25

AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE

CODE OF ORDINANCES

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 93.40 in Chapter 93 of the Code of Ordinances, Unnecessary Noise Prohibited, is hereby amended as follows:

It shall be unlawful for any person to ~~create~~ produce, emit, or assist in producing or emitting,
~~creating, permit, continue or permit the continuance of~~ any unreasonably loud, disturbing, or
unnecessary noise in the town

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 93.41 in Chapter 93 of the Code of Ordinances, Prohibited Act Enumerated, is hereby amended as follows:

Sec. 93.41 Prohibited acts enumerated.

- (A) The following acts, among others, are declared to be loud, disturbing, annoying, and unnecessary noises in violation of this subchapter.
- (1) *Motor vehicles.* The operation of a motor vehicle in such a way as to cause, ~~suffer,~~ or allow any loud, excessive, or unusual noise in the operation or use of such motor vehicle upon any streets of the town, including the use of any engine brake, compression brake, or mechanical exhaust device designed to aid in the braking or deceleration of any vehicle, unless such use is necessary to avoid imminent danger.
 - (2) *Blowing horns.* To unreasonably sound any horn, signal, or device ~~or in any other manner or circumstances or~~ for any other purpose than as a warning of a safety hazard, danger, or emergency or as otherwise required by the laws of the state.
 - (3) *Racing engine.* To race the engine of any motor vehicle while such vehicle is not in motion, except when necessary to do so in the course of repairing, adjusting, or testing the same. The racing of an engine at a personal residence, to make repairs or adjustments shall only be conducted between the hours of 8 a.m. and 9 p.m.
 - (4) *Use of vehicle.* To use or permit to be used any automobile, truck, bus, motorcycle, or other vehicle, stationary or moving, with an engine, instrument, device, or other thing so out of repair, so loaded, or in such a manner as to create loud and unnecessary grading, grinding, or other noise or to create any loud and excessive noise in connection with the loading or unloading of any vehicle or in the opening or destruction of bales, boxes, crates, or containers.
 - (5) *Sound amplification equipment.* The use of sound amplification equipment on public streets or on private property which produces a sound which is cast upon the public streets or sidewalks for the purpose of commercial advertising or attracting attention of the public to any sound or structure is prohibited. The use of sound amplification ~~such~~ equipment for amplification or broadcasting of music, speeches, or general entertainment of a noncommercial nature is prohibited when it results in the sound being plainly audible at a distance of 100 feet from the point of broadcast ~~or if it creates an obstruction to pedestrian or vehicular traffic.~~ Sound amplification equipment installed in automobiles shall not be audible at a distance of 50 feet while the vehicle is being operated on a street or in a public vehicular area. This section shall not apply to warning devices on authorized emergency vehicles. This

subsection shall not apply to any event held in recognition of a community celebration of national, city or state events, public festivals, or the like.

- (6) *Shouting, calling, and the like to attract attention.* To make any noise upon any public street or in such proximity to such public street as to be distinctly and loudly audible upon such street by any kind of crying, calling, or shouting or by means of any whistle, rattle, bell, gong, clapper, horn, hammer, drum, musical instrument or other device for the purpose of attracting attention or inviting patronage of any person or any business or to thereby create an annoyance upon persons on any public street or on neighboring premises or otherwise create a public nuisance.
 - (7) *Radios, phonographs, and the like.* The use, operating or permitting to be played, used, or operated any radio, receiving set, musical instruments, phonographs, or other device for producing or reproducing sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which machine or device is operating.
 - (8) *Pets.* To own, keep, and have in one's possession or harbor any animal or bird which by frequent or habitual howling, yelping, barking or otherwise shall cause loud noises and produce serious annoyance or disturbance to any person or to the neighborhood.
 - (9) *Construction site.* Site preparation, and excavating, and the construction, demolition, alteration, or repair of any building or structure located on a site that is within 1,000 feet of an occupied residence other than between the hours of 7 a.m. and 8 p.m., Monday through Saturday, and between the hours of 12 p.m. and 8 p.m. on Sunday, unless such work is entirely within a completely enclosed area so as not to be audible beyond the property line of the lot upon which the work is conducted. The Chief of Police or designee may approve exceptions in cases of urgent necessity in the interest of public safety.
 - (10) *Refuse collection, provision of sanitation services, or delivery trucks.* Operating trucks, loaders, or other equipment for refuse collection, provision of sanitation services, or for delivery of goods to a site that is within 500 feet of an occupied residence, except between the hours of 7 a.m. and 98 p.m. Monday through Saturday, and between the hours of 12 p.m. and 98 p.m. on Sunday. The Chief of Police or designee may approve exceptions in cases of urgent necessity in the interest of public safety.
- (B) Such enumeration shall not be deemed to be exclusive.

Section 3. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 93.42 in Chapter 93 of the Code of Ordinances, Exceptions, is hereby added as follows:

Sec 93.42 Exceptions

Sounds caused by the following are exempt from the prohibitions set out in this Article, as specified:

- (1) Repairs of public utilities and infrastructure following an accident or natural disaster or to protect persons or property from a clear and immediate danger.
- (2) Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger.
- (3) The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
- (4) Repairs or excavations of bridges, streets, highways, or utilities by or on behalf of the Town, the state, or the federal government, between the hours of 7:00 p.m. and 7:00 a.m. when

public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 7:00 p.m.

- (5) Governmental non-emergency signaling devices.
- (6) Normal activities conducted in public parks and playgrounds and grounds of public or private educational facilities, which are conducted in accordance with the manner in which such spaces are generally used including but not limited to, athletic and entertainment events.
- (7) Other outdoor gatherings, public dances, shows, sporting and athletic events, parades, festivals, or similar scheduled events which are conducted, sponsored, permitted, or approved by the Town.
- (8) Reasonably expected noise or sound emitted from places of public entertainment between the hours of 11:00 a.m. and 12:00 a.m. For purposes of this section, "place of public entertainment" shall mean any location, exterior or interior to a building, that regularly permits public entrance for entertainment purposes. Examples of public entertainment include, but are not limited to: concert halls, auditoriums, theaters, amusement parks, stadiums, arenas, and museums.
- (9) Any event which requires a permit to be issued by the Chief of Police pursuant to Chapter 91 of this Title.
- (10) Noise or sound emitted from properly equipped aircraft operated in accordance with all applicable rules and regulations.
- (11) Noise from lawn care equipment including, but not limited to, chain saws, chippers, edgers, tillers, lawn mowers, weed eaters, leaf blowers, or hedge trimmers during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday and Sunday.
- (12) Noise or sound from railroad operations.

Section 4. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that section 93.99 in Chapter 93 of the Code of Ordinances, Penalty, is hereby amended as follows:

Sec. 93.99 Penalty.

- (A) Whoever shall violate any provision of this chapter for which no specific penalty is provided shall be punished as set forth in Section 10.99 of this code.
- (B)
 - (1) Any violation of Section 93.01 through 93.09 or the failure to abide by any lawful order issued pursuant to Section. 93.01 through 93.09 shall be punishable as provided in Section 10.99.
 - (2) In addition to the penalty provided in subsection (1) above, any violation of the provisions of Section 93.01 through 93.09 or a failure to comply with any of its requirements shall also constitute a civil offense and shall subject the offender to a civil penalty in the amount of \$50.00. Any person violating Section 93.01 through 93.09 shall be issued a written citation of the violation, which may be issued by any police officer, ~~Town Manager~~, Building Inspection Officer or such other office as is charged from time to time by the Board of Commissioners with the enforcement of this subchapter. If the offender

fails to pay the penalty within 16 days from its issuance to the Tax Collector, the penalty may be recovered by the town in a civil action in the nature of debt.

- (3) Each day's continuing violation shall be a separate and distinct offense.
 - (4) In addition, the provisions of Section 93.01 through 93.09 may also be enforced through equitable remedies issued by a court of competent jurisdiction, including injunction and order of abatement or any other remedy permitted under Section 93.01 through 93.09 or at law or equity.
 - (5) Sections 93.01 through 93.09 may be enforced by any one, all, or a combination of the remedies authorized in this section.
- (C) Sections 93.25 through 93.27 may be enforced by any or both of the following ways as provided by law.
- (1) Anyone violating Section 93.25 through 93.27 shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$100.00 or imprisoned for not more than 20 days.
 - (2) A violation of Section 93.25 through 93.27 shall subject the violator to issuance of a citation in the amount of \$100.00 for each citation. A citation remaining unpaid to the Town of Huntersville after 15 days from the date of issuance shall subject the violator to a civil penalty, which may be recovered by the town in a civil action. A violation, which is a continuing violation, shall subject the violator to separate citations for each day the violation continues.
- (D) Sections 93.40 and 93.41 may be enforced by any or both of the following ways as provided by law.
- (1) Anyone violating Section 93.40 and 93.41 shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$50.00 or imprisoned for not more than 20 days.
 - (2) A violation of Section 93.40 and 93.41 shall subject the violator to issuance of a citation in the amount of \$50.00 for each such citation. A citation remaining unpaid to the Town of Huntersville after 15 days from the date of issuance shall subject the violator to a civil penalty, which may be recovered by the town in a civil action. A violation, which is a continuing violation, shall subject the violator to a separate citation for each day that the violation continues.

Section 5. Effective Date.

This ordinance shall become effective upon the date of adoption.

PART II - TOWN OF HUNTERSVILLE CODE OF ORDINANCES
Title IX - GENERAL REGULATIONS
CHAPTER 93. - NUISANCES
ARTICLE III. NOISE

ARTICLE III. NOISE

Sec. 93.40 Unnecessary noise prohibited.

It shall be unlawful for any person to ~~produce~~create, emit, or assist in producing or emitting~~creating~~, ~~permit~~, ~~continue or permit the continuance of~~ any unreasonably loud, disturbing, or unnecessary noise in the town.

('93 Code, § 8-86)

Editor's note(s)—Penalty, see Section 93.99.

Sec. 93.41 Prohibited acts enumerated.

- (A) The following acts, among others, are declared to be loud, disturbing, annoying, and unnecessary noises in violation of this subchapter.
- (1) *Motor vehicles.* The operation of a motor vehicle in such a way as to cause, ~~suffer~~ or allow any loud, excessive, or unusual noise in the operation or use of such motor vehicle upon any streets of the town, including the use of any engine brake, compression brake, or mechanical exhaust device designed to aid in the braking or deceleration of any vehicle, unless such use is necessary to avoid imminent danger.
 - (2) *Blowing horns.* To unreasonably sound any horn, signal, or device ~~or in any other manner or circumstances or~~ for any other purpose than as a warning of a safety hazard, danger, or emergency or as otherwise required by the laws of the state.
 - (3) *Racing engine.* To race the engine of any motor vehicle while such vehicle is not in motion, except when necessary to do so in the course of repairing, adjusting, or testing the same. The racing of an engine at a personal residence, to make repairs or adjustments shall only be conducted between the hours of 8 a.m. and 9 p.m.
 - (4) *Use of vehicle.* To use or permit to be used any automobile, truck, bus, motorcycle, or other vehicle, stationary or moving, with an engine, instrument, device, or other thing so out of repair, so loaded, or in such a manner as to create loud and unnecessary grading, grinding, or other noise or to create any loud and excessive noise in connection with the loading or unloading of any vehicle or in the opening or destruction of bales, boxes, crates, or containers.
 - (5) *Sound amplification equipment.* The use of sound amplification equipment on public streets or on private property which produces a sound which is cast upon the public streets or sidewalks for the purpose of commercial advertising or attracting attention of the public to any sound or structure is prohibited. The use of sound amplification ~~such~~ equipment for amplification or broadcasting of music, speeches, or general entertainment of a noncommercial nature is prohibited when it results in the sound being plainly audible at a distance of 100 feet from the point of broadcast ~~or if it creates an obstruction to pedestrian or vehicular traffic.~~ Sound amplification equipment installed in automobiles shall not be audible at a distance of 50 feet while the vehicle is being operated on a street or in a public vehicular area. This section shall not apply to warning devices on authorized emergency vehicles. This subsection shall not apply to any event held in recognition of a community celebration of national, city or state events, public festivals, or the like.

-
- (6) *Shouting, calling, and the like to attract attention.* To make any noise upon any public street or in such proximity to such public street as to be distinctly and loudly audible upon such street by any kind of crying, calling, or shouting or by means of any whistle, rattle, bell, gong, clapper, horn, hammer, drum, musical instrument or other device for the purpose of attracting attention or inviting patronage of any person or any business or to thereby create an annoyance upon persons on any public street or on neighboring premises or otherwise create a public nuisance.
 - (7) *Radios, phonographs, and the like.* The use, operating or permitting to be played, used, or operated any radio, receiving set, musical instruments, phonographs, or other device for producing or reproducing sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which machine or device is operating.
 - (8) *Pets.* To own, keep, and have in one's possession or harbor any animal or bird which by frequent or habitual howling, yelping, barking or otherwise shall cause loud noises and produce serious annoyance or disturbance to any person or to the neighborhood.
 - (9) *Construction-site.* Site preparation, ~~and~~ excavating, and the construction, demolition, alteration, or repair of any building or structure located on a site that is within 1,000 feet of an occupied residence other than between the hours of 7 a.m. and 8 p.m., Monday through Saturday, and between the hours of 12 p.m. and 8 p.m. on Sunday, unless such work is entirely within a completely enclosed area so as not to be audible beyond the property line of the lot upon which the work is conducted. The Chief of Police or designee may approve exceptions in cases of urgent necessity in the interest of public safety.
 - (10) *Refuse collection, provision of sanitation services, or delivery trucks.* Operating trucks, loaders, or other equipment for refuse collection, provision of sanitation services, or for delivery of goods to a site that is within 500 feet of an occupied residence, except between the hours of 7 a.m. and 98 p.m. Monday through Saturday, and between the hours of 12 p.m. and 98 p.m. on Sunday. The Chief of Police or designee may approve exceptions in cases of urgent necessity in the interest of public safety.

(B) Such enumeration shall not be deemed to be exclusive.

('93 Code, § 8-87; Ord. passed 8-5-02)

State law reference(s)—Noise regulations, see G.S. § 160A-184.

Sec 93.42 Exceptions

Sounds caused by the following are exempt from the prohibitions set out in this Article, as specified:

- (1) Repairs of public utilities and infrastructure following an accident or natural disaster or to protect persons or property from a clear and immediate danger.
- (2) Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger.
- (3) The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
- (4) Repairs or excavations of bridges, streets, highways, or utilities by or on behalf of the Town, the state, or the federal government, between the hours of 7:00 p.m. and 7:00 a.m. when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 7:00 p.m.
- (5) Governmental non-emergency signaling devices.

-
- (6) Normal activities conducted in public parks and playgrounds and grounds of public or private educational facilities, which are conducted in accordance with the manner in which such spaces are generally used including but not limited to, athletic and entertainment events.
 - (7) Other outdoor gatherings, public dances, shows, sporting and athletic events, parades, festivals, or similar scheduled events which are conducted, sponsored, permitted, or approved by the Town.
 - (8) Reasonably expected noise or sound emitted from places of public entertainment between the hours of 11:00 a.m. and 12:00 a.m. For purposes of this section, "place of public entertainment" shall mean any location, exterior or interior to a building, that regularly permits public entrance for entertainment purposes. Examples of public entertainment include, but are not limited to: concert halls, auditoriums, theaters, amusement parks, stadiums, arenas, and museums.
 - (9) Any event which requires a permit to be issued by the Chief of Police pursuant to Chapter 91 of this Title.
 - (10) Noise or sound emitted from properly equipped aircraft operated in accordance with all applicable rules and regulations.
 - (11) Noise from lawn care equipment including, but not limited to, chain saws, chippers, edgers, tillers, lawn mowers, weed eaters, leaf blowers, or hedge trimmers during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday and Sunday.
 - (12) Noise or sound from railroad operations.

Sec. 93.99 Penalty.

- (A) Whoever shall violate any provision of this chapter for which no specific penalty is provided shall be punished as set forth in Section 10.99 of this code.
- (B)
 - (1) Any violation of Section 93.01 through 93.09 or the failure to abide by any lawful order issued pursuant to Section. 93.01 through 93.09 shall be punishable as provided in Section 10.99.
 - (2) In addition to the penalty provided in subsection (1) above, any violation of the provisions of Section 93.01 through 93.09 or a failure to comply with any of its requirements shall also constitute a civil offense and shall subject the offender to a civil penalty in the amount of \$50.00. Any person violating Section 93.01 through 93.09 shall be issued a written citation of the violation, which may be issued by any police officer, ~~Town Manager~~, Building Inspection Officer or such other office as is charged from time to time by the Board of Commissioners with the enforcement of this subchapter. If the offender fails to pay the penalty within 16 days from its issuance to the Tax Collector, the penalty may be recovered by the town in a civil action in the nature of debt.
 - (3) Each day's continuing violation shall be a separate and distinct offense.
 - (4) In addition, the provisions of Section 93.01 through 93.09 may also be enforced through equitable remedies issued by a court of competent jurisdiction, including injunction and order of abatement or any other remedy permitted under Section 93.01 through 93.09 or at law or equity.
 - (5) Sections 93.01 through 93.09 may be enforced by any one, all, or a combination of the remedies authorized in this section.
- (C) Sections 93.25 through 93.27 may be enforced by any or both of the following ways as provided by law.
 - (1) Anyone violating Section 93.25 through 93.27 shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$100.00 or imprisoned for not more than 20 days.
 - (2) A violation of Section 93.25 through 93.27 shall subject the violator to issuance of a citation in the amount of \$100.00 for each citation. A citation remaining unpaid to the Town of Huntersville after 15 days from the date of issuance shall subject the violator to a civil penalty, which may be recovered by

the town in a civil action. A violation, which is a continuing violation, shall subject the violator to separate citations for each day the violation continues.

(D) Sections 93.40 and 93.41 may be enforced by any or both of then following ways as provided by law.

- (1) Anyone violating Section 93.40 and 93.41 shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$50.00 or imprisoned for not more than 20 days.
- (2) A violation of Section 93.40 and 93.41 shall subject the violator to issuance of a citation in the amount of \$50.00 for each such citation. A citation remaining unpaid to the Town of Huntersville after 15 days from the date of issuance shall subject the violator to a civil penalty, which may be recovered by the town in a civil action. A violation, which is a continuing violation, shall subject the violator to a separate citation for each day that the violation continues.

('93 Code, § 8-35; '93 Code, § 8-88; Ord. passed 9-20-99; Am. Ord. passed 11-20-90)



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Management Services Contract with LIV unLtd for HFFA

EXPLAIN REQUEST:

Consider Approval of Management Services Contract with LIV unLtd, LLC for Full and Complete Management of Huntersville Family Fitness and Aquatic Center.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. HFFA Contract for Management Services _APRIL 2025 CLEAN for Adoption

CONTRACT FOR MANAGEMENT SERVICES

This Contract for Management Services (“Contract”) is made and entered into this 1st day of July, 2025 (“effective date”) by and between the **Town of Huntersville**, North Carolina, a municipal corporation organized under the laws of the State of North Carolina (the “Town”) and **LIV unLtd, LLC** (“Contractor”) (Town and Contractor each sometimes referred to herein as a “Party” to this Contract and collectively referred to herein as the “Parties”).

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of Contractor.** The Contractor agrees to fully, timely and properly provide full and complete management of Huntersville Family Fitness and Aquatic Center (“HFFA”) including, but not limited to: programming; staffing; marketing; scheduling; billing; collecting; daily financial reporting in accordance with applicable legal requirements and instructions of the Town’s Finance Officer; managing ongoing maintenance and repairs of the HFFA facilities in consultation and coordination town staff as appropriate; long-range planning; and other tasks as directed by the Town of Huntersville Board of Commissioners (“Town Board”) necessary for the management of HFFA. Without limiting the generality of the foregoing, Contractor shall provide all services as more particularly described in the Scope of Work attached hereto and incorporated herein by reference as **Attachment A** (all such services provided referred to herein as the “Services”).

This Contract does not grant the Contractor the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the Town.

2. **Term.** The initial term of this Contract shall be **from July 1, 2025 through June 30, 2030 (the “Term”)**, unless otherwise terminated under the terms of this Contract (“Year 1” means July 1, 2025 – June 30, 2026; “Year 2” means July 1, 2026 – June 30, 2027; “Year 3” means July 1, 2027 – June 30, 2028; “Year 4” means July 1, 2028 – June 30, 2029; “Year 5” means July 1, 2029 – June 30, 2030).

After Year 5 and following, this Contract shall continue to renew for additional one-year terms running from July 1 through the next June 30 (a fiscal year), hereinafter a “Renewal Year,” unless and until (i) either party delivers to the other party a written termination on or before October 1 of Year 5, or the then current Renewal Year, or (ii) this Contract is otherwise terminated pursuant to the terms contained herein. During any Renewal Year of the Contract, the terms, conditions, and provisions set forth in this Contract shall remain in full effect.

The Contractor shall begin work immediately upon issuance of a written notice to proceed. The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that: (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

3. **Obligations of Town.** The Town hereby agrees to pay to the Contractor for the faithful performance of this Contract as follows:

a. **Management Fees.** Annual management fees are as follows and shall be payable to Contractor in equal monthly installments:

i.	Management Fee - Year 1 (July 1, 2025 - June 30, 2026)	\$137,590.87
ii.	Management Fee - Year 2 (July 1, 2026 - June 30, 2027)	\$137,590.87
iii.	Management Fee - Year 3 (July 1, 2027 - June 30, 2028)	\$141,718.60
iv.	Management Fee - Year 4 (July 1, 2028 - June 30, 2029)	\$145,970.15
v.	Management Fee - Year 5 (July 1, 2029 - June 30, 2030)	\$150,349.26

In the event this Contract is renewed as specified in Section 1, the Management Fee for Year 6 and beyond shall increase by 3% each year, subject to a successful performance evaluation as described in Section 8.f. below.

b. **Reimbursable Expenses.** Additionally, the Town shall reimburse Contractor at Contractor's direct, out of pocket costs for: (a) all staffing costs for HFFA employees, including payroll taxes, payroll, processing fees, and employee health insurance and (b) any other actual, out-of-pocket expense incurred by Contractor in connection with providing the Services ("Reimbursable Expenses"); provided any and all Reimbursable Expenses must be approved in advance by Town and be in accordance with an "Approved Budget", as defined below. All Reimbursable Expenses shall be reasonable and appropriate. Any reimbursement requests must be documented with a paid receipt at actual incurred cost. Services provided to HFFA and/or the Town by Contractor or Contractor's employees or affiliates shall be billed to HFFA at the actual direct cost of Contractor.

4. **Project Coordinator.** Town Manager, or designee, is designated as the Project Coordinator for Town. Town has complete discretion in replacing the Project Coordinator with another person of its choosing.
5. **Contractor Supervisor.** Zachary Brown, or designee, is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.
6. **Terms and Methods of Payment.** The Town will make payment after invoices are approved on a net 30-day basis, excluding payroll reimbursements which shall be payable net five (5) business

days. The Town will not pay for services or materials in advance without the prior approval of the Town's Finance Officer. Contractor shall invoice Town monthly for management fees (to be paid in equal monthly installments, pro-rated for any partial month), staff costs, and reimbursable expenses; provided however, the staffing/employment costs, including payroll taxes, payroll processing fees, and employee health insurance, will be billed to the Town bi-weekly based on the actual payroll costs from the preceding pay period and shall be paid by the Town within five (5) business days of receipt. Contractor shall have the right to suspend all of Contractor's services under this Agreement if the Town does not cure any failure to pay a past due invoice within thirty (30) days of receipt of a written statement of intent to suspend services from Contractor.

7. **Standard Terms and Conditions.** Contractor agrees to the Standard Terms and Conditions set forth as **Exhibit 1**, attached hereto and incorporated herein by reference.
8. **Additional Provisions.** The parties agree to the following additional provisions.

- a. **Facility Management and Staffing.**

Contractor will provide complete facility management for the designated hours of operation of the facility. The hours of operation will be established prior to the execution of this Agreement by mutual written agreement of the Parties in consideration of the recommendation of a management team established by Contractor and Town. Any change to the designated hours of operation shall require mutual written agreement of the Parties.

Contractor staff may honor the following holidays: Christmas Day, New Year's Day, Thanksgiving Day and Easter Sunday. If staffing is to be required on such holidays, such affected staff shall be paid, and Town will be billed at regular staffing rates.

Except as otherwise provided, all full-time and part-time staff will be employees of the Contractor and will be comprised of degree or degree candidate instructors and/or instructors nationally certified to appropriate professional organizations in their respective areas. At their discretion, and from time to time, Contractor may substitute criteria of experience and demonstrated knowledge in providing acceptable staff after consultation and in consideration of the recommendations of the Town. The staff may include, but not be limited to, health educators, dietitians, group exercise instructors, massage therapists, exercise specialists, lifeguards, swim instructors, aquatic leaders, childcare providers, business office specialists, and other service specialists.

Facility management shall include tracking anticipated capital expenditures and facility repair work and providing the Town with a quarterly report on the status of tracked items. The Town reserves the right to require said reports on a more frequent basis.

- b. **Budgeting; Procurement.** Contractor will prepare and submit a proposed operating budget for HFFA prior to Town's annual budget process and assist Town staff as reasonably requested in connection with the Town's annual budget process, noting any expenses intended for reimbursement. Town will have overall and final determination of the budget to be established pursuant to its budgetary requirements under State law (an "Approved Budget"). Contractor is responsible for operating the facility within the budget as adopted by the Town Board of Commissioners. Request for total budget increases must occur in writing and be adopted by the Board Commissioners. The Approved Budget will also identify expenses that are paid for

directly by the Town and what expenses are Reimbursable Expenses paid for by Contractor but reimbursed by the Town. The Town's project coordinator will manage whether reimbursements meet the requirements of this section.

Procurement of goods and services for HFFA shall be in accordance with all applicable federal law, North Carolina General Statutes applicable to purchases by North Carolina municipalities, any specific grant requirements, and shall also be in accordance with all applicable Town purchasing and contracting policies, rules, and regulations. For clarity, all purchases and contracts for construction, maintenance, building or repair work, whether by Contractor or by Town, shall at all times be subject to applicable North Carolina purchasing and bid laws.

- c. **Daily Financial Management.** Contractor shall review, approve, and prepare cash disbursement documents for payment of HFFA invoices in accordance with Town's financial procedures, as well as all applicable laws, including daily deposit requirements. Cash receipt reports, along with the cash, shall be prepared and brought to Town's finance department on a daily basis. Contractor will work with Town's financial staff in preparing year-end financial information needed for the annual audit.
- d. **Employees.** All salaried employees of Contractor who are engaged exclusively in the performance of this Contract to manage HFFA, shall work forty (40) hour weeks on behalf of HFFA (subject to normal vacation, sick leave, etc.). The Town reserves the right to request a reconciliation report of employees' gross wages and salaries, health care insurance fees, employer payroll taxes, and other applicable payroll costs shall be provided to Town. Town shall pay for non-employee expenses associated with service operations that fall within the budgetary guidelines without requiring prior approval as long as single expenses do not exceed the amounts defined in the section entitled Operational Management. Any expenses that are outside of the budget will not be purchased until the Town has consented thereto and adjusted the budget accordingly. Contractor agrees to provide payroll reports to the Town with breakdowns according to budgetary line items. In addition, Contractor will provide reports specific to employee payroll information, should this be needed for audit purposes. Contractor reserves the right to identify administrative and departmental leadership employees by payroll number, without employee names provided.

It is acknowledged and agreed that the Contractor will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at the Town's facility and Town acknowledges that such information and investment is a valuable asset of the Contractor's business. Town agrees that no employee or former employee of Contractor in a position of Administration or Departmental Leadership, shall be hired by the Town to work for a period of one (1) year following the expiration or termination of this Contract without the prior written approval of Contractor.

- e. **Operational Agreements.**
 - 1. Contractor will, at all times, manage the facility in such a manner that aligns with the Town's core values, and will take no action that would be deemed discriminatory or not afford equal opportunities, for full participation according to the policies established by the Town.

2. The Town has entered into certain contracts for the usage of the facility and such contracts, as well as any other usage contracts that the Town may enter into, will be honored by Contractor in planning and managing the facility. However, any Town decision affecting the operation of the facility will involve consultation with the Contractor to determine the impact of such decision on this Contract. Should the Town enter into an agreement during the term of this Contract that Contractor deems to prohibit Contractor's ability to achieve profitability, and where such agreement is entered into by the Town in spite of Contractor's direct request against such agreement, Contractor may, at its sole option terminate the Contract upon 90 days' written notice, so long as Contractor is not otherwise in default under this Contract. If the Contractor exercises its right to terminate the Contract under this provision, within 30 days of such termination, the Town shall pay the Contractor a pro rata share of the Management Fee. The pro rata portion of the Management Fee shall be based on the number of days for which the Contract was performed in any given year. So, for example, if the Contract is terminated on December 31 of any Year, the Town shall pay the Contractor 50% of the Management Fee.
3. The Town specifically delegates to the Contractor the right to enter into a binding obligation regarding use of less than all of the facility on behalf of the Town or HFFA. Contracts must be pre-audited prior to signature as required by law.
4. Any increase in the annual HFFA membership fee shall be approved by the Town Board. The currently agreed upon fee schedule is attached hereto as **Exhibit 3**.
5. All sponsors and sponsorship agreements of HFFA shall align with the Town's core values consistent with the Contractor's obligation under Section 7(e)(1) above. Any sponsorship providing total contributions or like-kind benefits to HFFA or the Town in an amount (or having a fair market value) in excess of \$50,000 in any fiscal year shall be subject to approval by the Town Board.
- f. **Annual Review and Evaluation.** The Parties intend to meet at least annually to review HFFA operations, Contractor's performance and any other matters of interest to the Parties and the operation of HFFA ("Performance Review"). Any and all management fee increases are subject to a successful performance review pursuant to this subsection. As of the date of this Contract, the Town has established an "Oversight Committee" (consisting of members of the Town's Board) and this Oversight Committee and key Town staff will endeavor to meet with Contractor staff as part of this Performance Review process. The Contractor shall keep the Oversight Committee generally informed of the operations of HFFA, including but not limited to membership, condition of the facility, significant contracts entered into on behalf of the Town as allowed by the terms of this Agreement, etc. The Oversight Committee shall meet as needed.
- g. **Miscellaneous.**
 1. Town agrees to allow Contractor to display a sign at premises in a conspicuous place designating the responsibility to the Contractor for the quality of the overall operation.
 2. The Contractor shall not be liable for pool damages caused by hydrostatic lifting.
- h. **Notice.** All notices or other communications required by or permitted under this Contract (each such notice or other communication, a "Notice") shall be in writing and shall be deemed

effective when physically delivered, sent by United States Postal Service, certified mail, return receipt requested, or sent via designated delivery service as described in 26 U.S.C. §7502(f)(2) addressed as follows:

If to the Contractor:

Zachary Brown
Executive Vice President of LIVunLtd, LLC.
9800 Kinsey Avenue, Suite 135
Huntersville, NC 28078
Telephone: (704) 956-3231

If to the Town:

Town Manager
Town of Huntersville
PO Box 664
Huntersville, NC 28070
Telephone 704-875-6541

Any of the above addresses may be changed by giving Notice of such change in the manner described above.

9. **Counterpart Execution.** This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract on the day and year first written above.

Firm

Town of Huntersville

Name of Firm (type or print)

Town Manager

By:

Attest: _____
Town Clerk

(Signature)

Attest:

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

(Secretary, if a corporation)

Finance Director

Attachment A

Scope of Services

Company shall provide complete facility management to include but not be limited to the following:

- Adhere to the goals set for HFFA and Contractor by the Town Board. Said goals will be established and/or updated at least annually at a meeting of the Oversight Committee.
- To work with Town's Park and Recreation Department to design programing and events that are mutually beneficial and create synergy for both organizations.
- To engage in cooperative budgeting for HFFA with the Town following the Town's schedule and process for approval.
- Manage the budget according to the Town guidelines and compliance orders.
- Manage HFFA in a manner that is fiscally responsible and creates financial sustainability for HFFA.
- Hire, employ, and manage all aspects of all HFFA staff members' employment, with the exception of the Town's provision of a business office manager, should Town desire to employ their own.
- Manage all tenant, vendor, and service contracts for the building, keeping Town staff apprised of any major changes to these relationships and the need for capital expenditures and repair work.
- Complete all reporting requirements pursuant to the Contract terms.
- Supervise and manage the maintenance and repair of the facility and grounds to industry standards, including capital expenses, as determined by periodic, documented, mutual inspection processes. To the extent that a repair is caused by an Act of God, or to the extent that a repair is paid for by insurance, HFFA shall not be required to pay or share in the cost for such repair. Contractor shall not be required to pay for any expansion to the Facility from HFFA revenues.
- Develop and implement the internal and external marketing and sales processes for the center
- Develop and implement membership plans and programs, fitness, aquatic and children's programs and services that keep HFFA competitive in the marketplace and increase non-dues revenue.
- Survey and collect feedback from members and service users on a periodic and as needed basis to assist with continuous quality improvement.
- Comply with Town's requirements and requests related to financial recording.
- Build and maintain cooperative and mutually beneficial community partnerships for the purpose of improving the health and well-being of the general community, visitors and guests.
- Maintain financial data, membership data and program utilization for the purpose of reporting and business analysis.
- Attend Town staff and board meetings as needed and requested.

Exhibit 1

Standard Terms and Conditions

1. **Invoices.** Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to Town's accounts payable department with a copy to the Town Project Coordinator.
2. **Payment Terms.** Except for payroll reimbursements, which shall be paid within five (5) days as set forth above, payment terms are Net 30 days after receipt of correct invoice.
3. **Compliance with Laws.** Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.

If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with minors, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and prohibit individuals listed on such registries from being on Town property.

4. **Nondiscrimination.** During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sex (including sexual orientation, gender identity, and pregnancy), national origin, race, ethnicity, religion, gender, age, genetic information, or disability.
5. **Affiliates.** Contractor shall not contract with an affiliate, parent, or subsidiary corporation or other related entity to perform any services under this Agreement unless permitted by applicable law, and for such contracts which exceed \$5,000.00, the contract is approved by the Town Manager. Affiliate entity shall mean a business entity having at least one owner in common with the Contractor.
6. **Kickbacks to Contractor.** Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, affiliates, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to Town in writing the possible violation.
7. **Ethics in Public Contracting.** If applicable, 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.
8. **Iran Divestment Act.** Contractor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found

on the State Treasurer's website at the address www.nctreasurer.conn/lan and should be updated every 180 days.

9. **E-Verification.** Contractor; shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
10. **Indemnification.** Contractor shall indemnify and hold harmless Town, its officers, agents, employees and assigns from and against all claims, losses, costs (including litigation costs), damages, expenses, attorneys' fees, and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract including injuries or damages to persons or property that shall happen or occur in connection with Services. Contractor assumes no liability for damage or injury to persons or property arising from or caused by acts of God or mechanical failure of equipment, other than those that are proximately caused by the negligence, gross negligence or intentional misconduct of the Contractor.
11. **Insurance.** Contractor agrees to the insurance requirements set forth in **Exhibit 2**, attached hereto and incorporated herein by reference.
12. **Termination for Default.** The Town and Contractor shall have the right to cancel this Contract based on either party's non-performance of duties and responsibilities as follows:
 - a. The other party shall notify the defaulting party by certified mail of any problem regarding contractual non-performance as detailed in this Agreement. Defaulting party shall have sixty (60) days following notification to remedy stated violation of contract.
 - b. If defaulting party fails to remedy violation and continues to not perform as detailed in this Agreement, the other party may terminate Agreement by providing thirty (30) days written notice to defaulting party by certified mail.
13. **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.
14. **Accounting Procedures.** Contractor shall comply with any accounting and fiscal management procedures prescribed by Town to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
15. **Credit Information.** HFFA shall be responsible for ensuring compliance with the Payment Card Industry Data Security Standard (PCI DSS) with respect to all credit card information received by Contractor in connection with the operation of HFFA.
16. **Improper Payments.** Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after Town notifies Contractor in writing that a payment has been determined to be improper.

17. **Assignment.** Contractor shall not assign, subcontract, or otherwise transfer any interest in the Contract without the prior written approval of Town.
18. **Contract Personnel.** Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
19. **Amendments.** The Contract may be amended only by written amendment duly executed by both Parties.
20. **Relationship of Parties.** Contractor is an independent contractor and not an employee of Town. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between Contractor and Town. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
21. **Advertisement.** The Contract will not be used in connection with any advertising by Contractor without prior written approval by Town.
22. **Monitoring and Evaluation.** Contractor shall cooperate with Town, or with any other person or agency as directed by Town, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit Town to evaluate all activities conducted under the Contract. Town has the right at its sole discretion to require that Contractor remove any employee of Contractor from Town Property and from providing Services under the Contract following provision of notice to Contractor of the reasons for Town's dissatisfaction with the Services of Contractor's employee.
23. **Right of Access.** The Town, at all times, reserves the right to access and inspect the HFFA and all HFFA equipment. The Town shall make best efforts to notify Contractor of its intent to access HFFA prior to entry.
24. **Financial Responsibility.** Contractor warrants that it is financially solvent and able to perform under the Contract. Town shall have the right to request that Contractor provide the Town with a performance bond guaranteeing the Contractor's performance under this Agreement. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due, or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then Town shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
25. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of any items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
26. **Confidential Information.** If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of Town, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Contractor agrees that it will at all times hold in confidence for

Town all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by Town to Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection with Contractor's performance hereunder (collectively, "Information"). Contractor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Contractor shall not, without the prior written consent of Town, reproduce any Information, disclose Information to any party, or use any Information for any purpose other than performance for the benefit of Contractor hereunder. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to Town in connection with the services or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by Town, be deemed to be confidential or proprietary information and shall be acquired by Town free from any restrictions as part of the consideration of the Contract.

27. **Intellectual Property.** Contractor agrees, at its own expense, to indemnify, defend and save Town harmless from all liability, loss or expense (including litigation expenses), including costs of settlement and attorney's fees, resulting from any claim that Town's use, possession or sale of the services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
28. **No Pre-Judgment or Post-Judgment Interest.** In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
29. **Background Checks.** At the request of Town's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to Town criminal background check and drug testing procedures.
30. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
31. **No Third-Party Benefits.** The Contract shall not be considered by Contractor to create any benefits on behalf of any third party; 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 benefits.
32. **Force Majeure.** If Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of Town or Contractor. If Contractor is unable to perform its obligations or provide the Services because of Force Majeure, the time and payments owed to the Contractor for performance by Contractor for providing Services will be equitably adjusted by allowing additional time for performance, acceptance of Services equal to any periods of Force

Majeure, and an equitable reduction in payments owed to the Contractor for any periods of time in which Contractor was unable to perform as a result of the Force Majeure.

33. **Ownership of Documents.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by Town. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Contractor pursuant to the Contract shall, at the request of Town, be turned over to Town. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to Town shall not, unless otherwise specifically agreed upon in writing by Town, be deemed to be confidential or proprietary information and shall be acquired by Town free from any restrictions as part of the consideration of the Contract.
34. **Strict Compliance.** 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.
35. **General Provisions.** Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver 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. If action be instituted by Contractor hereunder, Town shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order, or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
36. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
37. **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.
38. **Authority to Sign.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.
39. **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 2

Insurance Requirements

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

The Contractor shall provide and maintain, until final acceptance, Workers' Compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$1,000,000.
 - b. **Commercial General Liability (CGL) Insurance.**

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

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

Completed Operations: \$1,000,000 per occurrence/\$2,000,000 aggregate

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

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

c. **Automobile Liability.**

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

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

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

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

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

f. **Pollution Liability.**

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

g. **Umbrella Coverage.**

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

h. **Other Insurance.**

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

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

Exhibit 3
Membership Fees

	HUNTERSVILLE RESIDENT			
	Annual	Month to Month	Joining Fee	Paid-in-Full**
Individual	\$57.95	\$67.95	\$79	\$695.40
Parent/Child	\$82.95	\$92.95	\$89	\$995.40
Family*	\$89.95	\$99.95	\$99	\$1,079.40
Senior Individual***	N/A	\$49.95	\$0	\$599.40
Senior Couple***	N/A	\$69.95	\$0	\$839.40
Student	\$49.95	\$59.95	\$19	\$599.40

* Active and Veteran Military, Teachers, and First Responders receive a discounted rate of 20% taken from the base member rate

* Other seasonal promotions may apply, at the discretion of Contractor.



Request for Board Action

April 22, 2025

To: The Honorable Mayor and Board of Commissioners

From: Heather Maloney, Transportation Planner

Subject: Consider Adopting Mobility Plan

EXPLAIN REQUEST:

The Planning Board recommended approving the Mobility Plan on 4/9/2025.

ACTION RECOMMENDED:

Recommend Adopting the Mobility Plan as presented.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Huntersville Mobility Plan Final Draft

HUNTERSVILLE MOBILITY PLAN

April 2025





Downtown Greenway Trailhead, 2024





CONTENTS

1. Introduction	1
2. Existing Conditions	5
3. Network Gap & Connectivity Analysis	41
4. Community Outreach & Engagement	59
5. Connectivity & Multimodal Network	65
6. Recommendations, Mobility Strategies, & Action Plan	95
Appendix A. Review of Existing Plans & Projects	113
Appendix B. Public Engagement & Outreach Details	123



Downtown Huntersville, 2024





PROJECT ACKNOWLEDGMENTS

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Heather Maloney, Town of Huntersville, Principal Transportation Planner
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TOWN BOARD OF COMMISSIONERS

Christy Clark , Mayor	Edwin Quarles , Commissioner
Jennifer Hunt , Mayor Pro Tem	LaToya Rivers , Commissioner
Alisia Bergsman , Commissioner	Nick Walsh , Commissioner
Amanda Dumas , Commissioner	



Road Map of Mecklenburg County,
showing types and location, November 1923





CHAPTER 1

Introduction

1. INTRODUCTION

With 61,376 residents as of 2020, Huntersville has experienced rapid growth over the past several decades, having grown from just over 3,000 residents in 1990. Along with the growth comes transportation challenges, and new residents are looking for alternative mobility opportunities to access the new destinations that have also come to the Town. As a result of the growth, and in anticipation of additional future growth, the Town is working to plan its transportation network in a way that is forward-thinking, efficient, and aligns with the community's needs.

This Mobility Plan will help the Town define its network of streets as “Complete Streets”, which are streets designed to allow safe travel by all modes of transportation, including walking, bicycling, public transit, and driving. The Town of Huntersville’s Zoning Ordinance already requires that the Town’s streets be designed to serve as Complete Streets (see Figure 1.1, at right) to serve every person traveling by any mode using the transportation network.

This Mobility Plan will provide specific cross-sections to define what these Complete Streets will look like across the different land-use contexts within our Town. The plan will also provide implementation guidance by combining the vision of the *2040 Community Plan* with these Complete Streets concepts.

Town of Huntersville Zoning Ordinance – Article 5 Streets

Article 5.1 Summary

Streets are an integral component of community design and represent the largest percentage of public open space in town. In Huntersville, public streets are designed with the land uses adjacent to the street to safely accommodate mobility, access, and travel for all users. All streets should connect to help create a comprehensive network of public areas to allow movement of automobiles, transit vehicles, bicyclists, and pedestrians. All elements of community design must be incorporated with the design of the street network to promote motorized speeds that are appropriate to their context.

Streets shall:

1. Incorporate appropriate accommodations for all modes of transportation including, vehicles, pedestrians, bicyclists, and transit users, and may include user amenities such as shelters, benches, and bike racks.
2. Interconnect within a development and with adjoining development. Cul-de-sac streets may be allowed only where topographical and/or adjacent development offer no practical alternatives for connections or through traffic. Street stubs shall be provided within developments adjacent to vacant land or land suitable for redevelopment, wherever possible, to provide for future connections. The Land Development Map, Huntersville Community Plan and any applicable Small Area Plans should be reviewed to locate potential connections in new neighborhoods.
3. Be bordered by sidewalks on both sides, with the exception of ditch-type local streets, alleys, and the undeveloped edge of parkways (see Article 7.11). Sidewalks on one side of the road may be permitted in the Rural zone as an incentive to protect water quality.
4. Be lined with street trees on both sides, with the exception of ditch-type local streets, alleys, and the undeveloped edge of parkways (see Article 7.11).
5. Be public. Private streets are not permitted within any new development. Alleys will be classified as public or private depending on function. Private drives are permitted only as specifically provided for in these regulations.
6. Generally, all buildings will front on public streets.

Figure 1.1. The Town of Huntersville’s Streets Policy found in Article 5 of the Zoning Ordinance



1.1 Purpose & Need

The purpose of this Mobility Plan is to synthesize the recommendations from previous regional, state, and local transportation and land use plans—including the *2040 Community Plan* and the regional Comprehensive Transportation Plan—into street cross-section designs that consider and reflect the Town’s Complete Streets policy and its land use context and development patterns.

The need for this plan stems from the fact that the regional Comprehensive Transportation Plan (CTP), which is maintained by the Charlotte Regional Transportation Planning Organization (CRTPO), provides an outline of where the roadway, pedestrian, bicycle, and public transit systems need to be improved or expanded, but it does not define how they need to be improved. It is the work of this Mobility Plan to do just that.

1.2 Vision & Goals

The vision and goals were developed based on input from the Mobility Plan Technical Committee (TC)—which included representatives from Town of Huntersville, Charlotte Area Transit System, NCDOT Division 10, NCDOT Integrated Mobility Division (IMD), and CRTPO—as well as from the public. Through a series of activities and discussions, the TC established vision and goal statements that reflected the mobility principles outlined in the *2040 Community Plan*, namely multimodal connectivity, safety, and choice of travel mode. These vision and goal statements were then presented to the public for feedback and refinement at the public engagement events in May 2023, and ultimately the objectives were outlined for how the vision and goal would be achieved.

The following arose from these efforts and was approved by the TC:

Vision

Our vision is to have a transportation network that integrates land uses; offers choices to safely connect pedestrians, bicyclists, transit riders, and motor vehicles to the community; and meets the needs for all users.

Goal

Safe & Accessible Mobility Choices for All.

Objectives

- Define Complete Streets cross-sections for all boulevards, major thoroughfares, and minor thoroughfares that are context-specific to the Town’s various land-use areas.
- Create an online mapping database (GIS) of Huntersville’s transportation network that shows the defined cross-sections, and that can be used to evaluate and prioritize transportation projects by considering local input, and
- Identify funding sources, partnerships, and collaborations to support the implementation and construction of multimodal, regionally connected transportation projects.



Downtown Greenway Bridge, opened 2023





CHAPTER 2

Existing Conditions

2. EXISTING CONDITIONS

An analysis of existing conditions was conducted based on existing demographics, major corridors, activity centers, trip patterns, commuting patterns, and current/future land use to better understand the mobility needs of the Town of Huntersville. Following the existing conditions analysis, connectivity across Town was assessed to determine gaps in the network.

2.1 Geography & Study Area

The study area for the Mobility Plan includes the corporate limits of the Town and its extra-territorial jurisdiction (ETJ). The Town of Huntersville is located in the northern part of Mecklenburg County, just north of the City of Charlotte, and south of the Towns of Cornelius and Davidson (Figure 2.1, on the following page). The Town stretches from Cabarrus County in the east to Lincoln County in the west, and is bisected by Interstate 77 (I-77), which runs north-to-south through the center of Town. US Highway 21 (Statesville Road) and NC Highway 115 (Old Statesville Road)—locally referred to as “21” and “115”, respectively—are additional north-south corridors, both of which are located east of I-77. Gilead Road/Huntersville-Concord Road, and NC 73 (Sam Furr Road) serve as the main east-west thoroughfares in the Town, along with Hambright Road, Stumptown Road, and Ramah Church Road. The historic downtown is located at the intersection of Gilead Road and NC 115; other commercial centers include Birkdale Village, Northcross Shopping Center, and Bryton Towne Center.

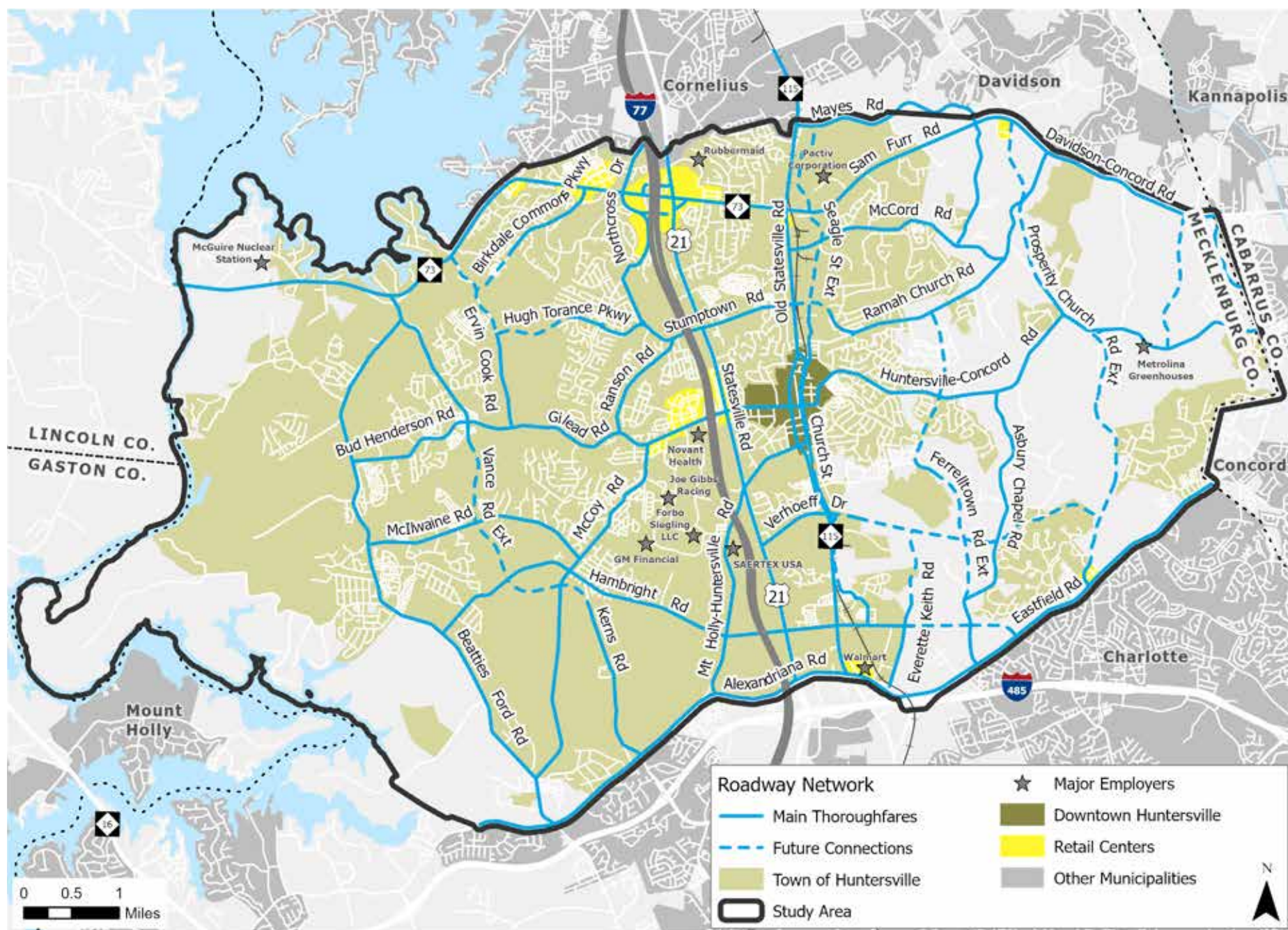


Figure 2.1. Huntersville Mobility Plan Study Area and Roadway Network (Source: CRTPO CTP, available at <https://crtpo.org/resources/maps-gis/>)

2.2 Population

The population of Huntersville has grown dramatically in the past 30 years, from approximately 3,000 residents in 1990 to 61,376 in the 2020 Census. The current estimate for 2023 is approximately 68,377¹. This rapid growth has resulted in increased travel demand and traffic on our roadway network.

Population density can be a key indicator of transportation demand. As population density increases, the number of trips made in an area increases and traffic and congestion can increase as well. In Huntersville, the denser areas of Town are north of Gilead Rd and along-side to Interstate 77 where large, single family residential communities such as Wynfield, Birkdale, Cambridge Grove and The Hamptons (among others) are located (Figure 2.2, at right).

Future population growth is expected to continue in Huntersville, and where that growth occurs will have a significant impact on Huntersville's transportation system. According to the Metrolina Regional Model (MRM) that estimates daily travel patterns based on existing and projected transportation and development patterns, Huntersville is expected to increase to as many as 106,567 people by 2040. The majority of that growth is expected to be in the western, southern, and eastern reaches of the Town's sphere of influence, as depicted in Figure 2.3 on the following page.

¹ Town of Huntersville, based on NC Office of State Demography

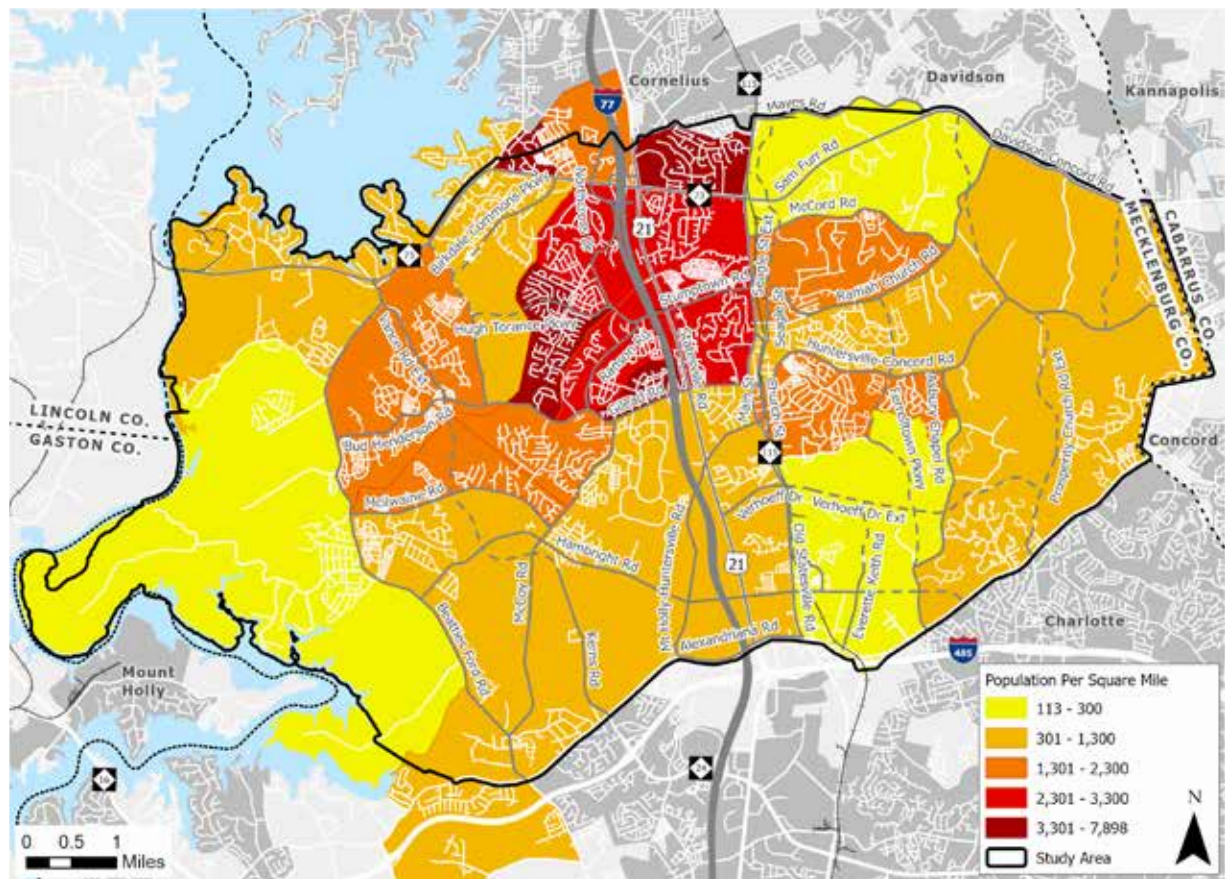


Figure 2.2. Huntersville Population Density 2022 (Source: U.S. Census Bureau)



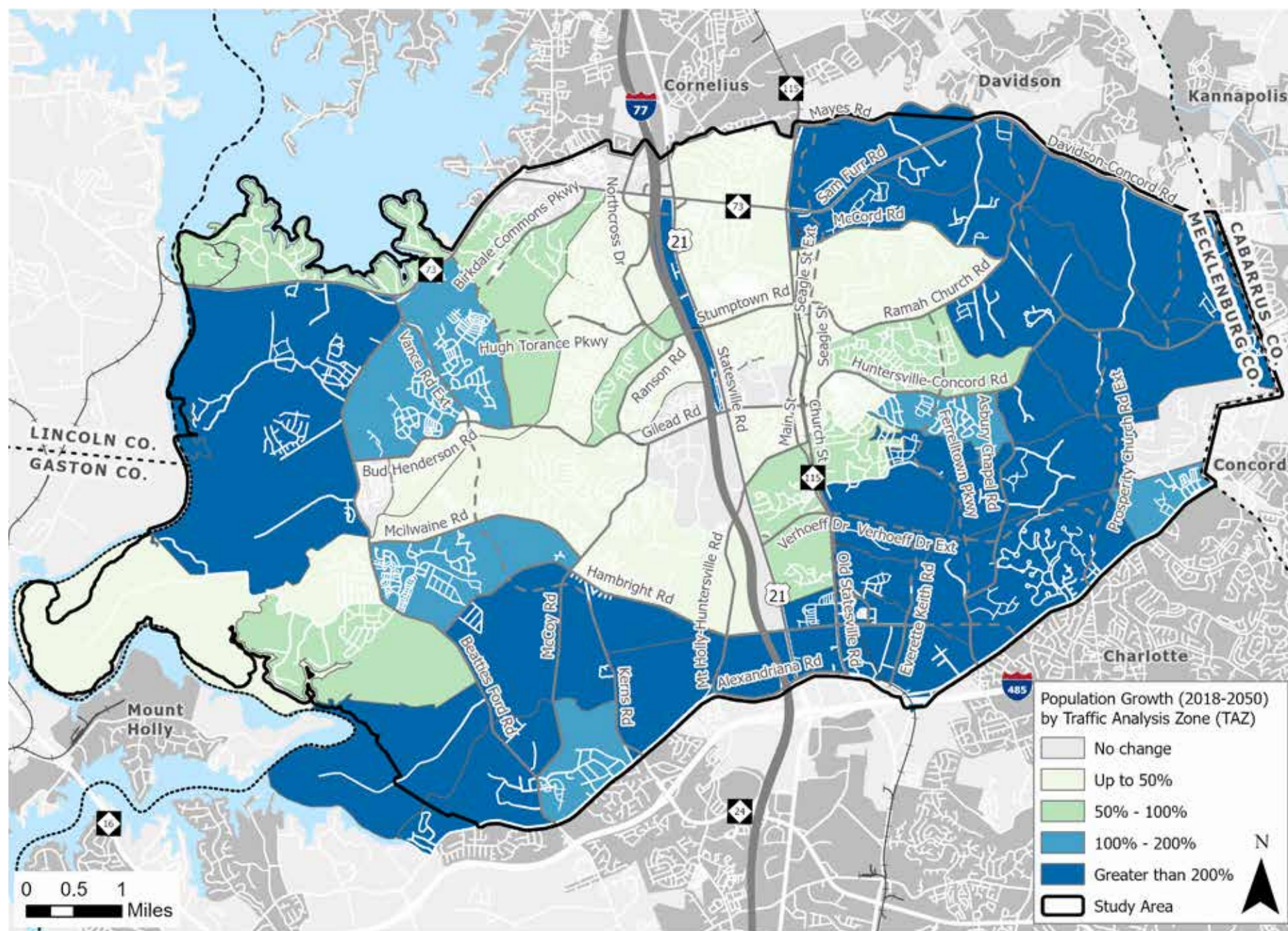


Figure 2.3. Huntersville's Projected Population Growth 2018-2050 (Source: Metrolina Regional Model)

2.3 Employment

This section uses spatial data to understand where Huntersville residents work and where the employment centers are in Huntersville. OnTheMap is a U.S. Census based web-based mapping application that uses Longitudinal Employer-Household Dynamics (LEHD) Origin-Destination Employment Statistics (LODES) data, to understand where people work in Huntersville.

There are clusters of employment density along the I-77 corridor in Huntersville, and on the outskirts of downtown Huntersville, as shown in Figure 2.4. The largest concentrations of employment are located near interchanges off of Interstate 77 at Sam Furr Road and Gilead Road. Access to these areas contributes to the concentration of employment, as does the presence of Huntersville Business Park off Gilead Road, which includes over 2.5 million square feet of office, flex, and medical space and is home to several large employers including Joe Gibbs Racing and the Novant Health Huntersville Medical Center. At Sam Furr Road, Birkdale Village and other regional shopping destinations translates to a large employment center.

There are two large employers that are located away from Interstate 77. McGuire Nuclear Station is located off NC 73 at Lake Norman and uses water from Lake Norman as part of its power generation, and Metrolina Greenhouses which is located off Huntersville-Concord Road where the rural nature of the area allows for its large

footprint. The proximity to both Interstate 77 and Interstate 85 to the east also benefits Metrolina Greenhouse, which ships its products via trucks throughout the region.

The Metrolina Regional Model (MRM) also provides employment projections based transportation and land use patterns. According to the MRM, significant job growth is expected in

northeast Huntersville along NC 73 and in south central Huntersville east of NC 115 and around future extensions of Verhoeff Drive, Hambright Road, and Everette Keith Road. Future job growth patterns for Huntersville are shown in Figure 2.5 on the facing page.

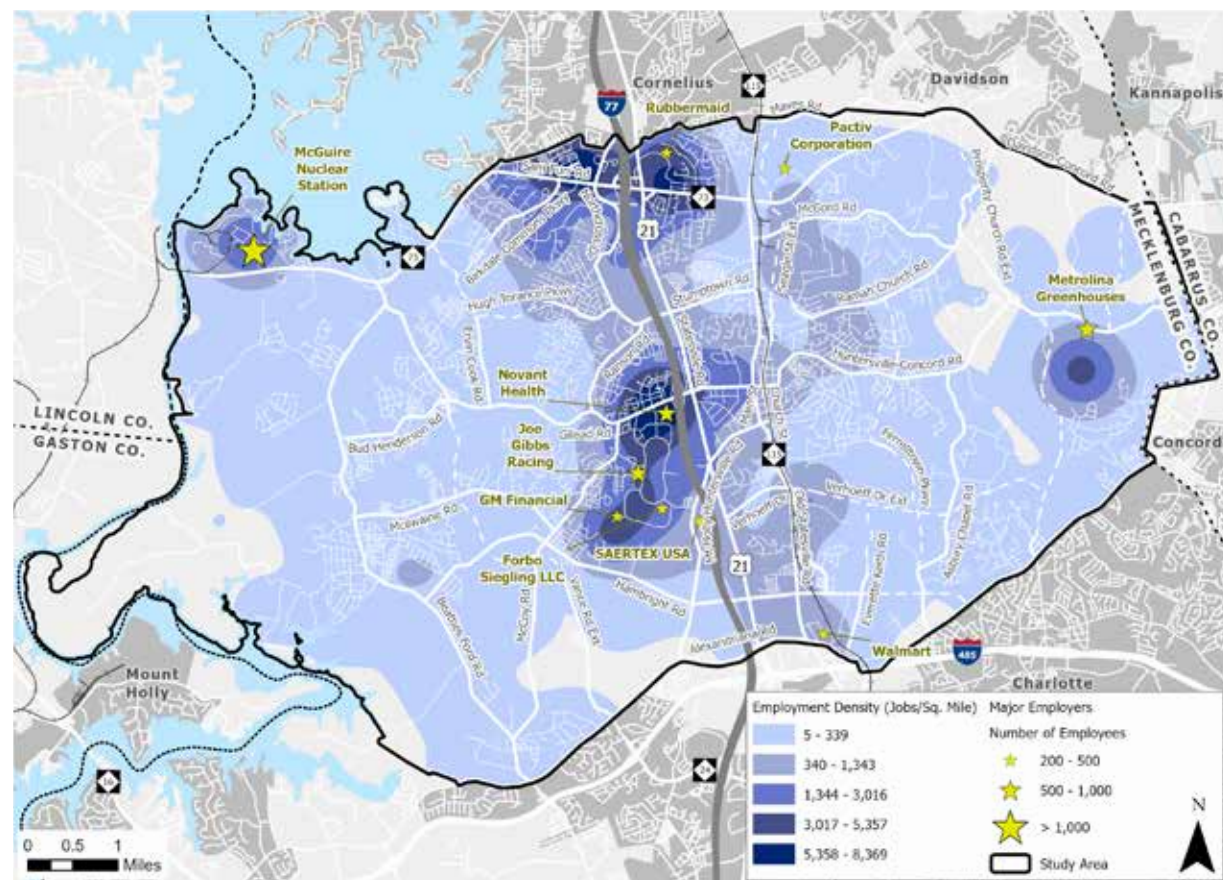


Figure 2.4. Huntersville Employment Density, 2021 (U.S. Census Bureau OnTheMap)



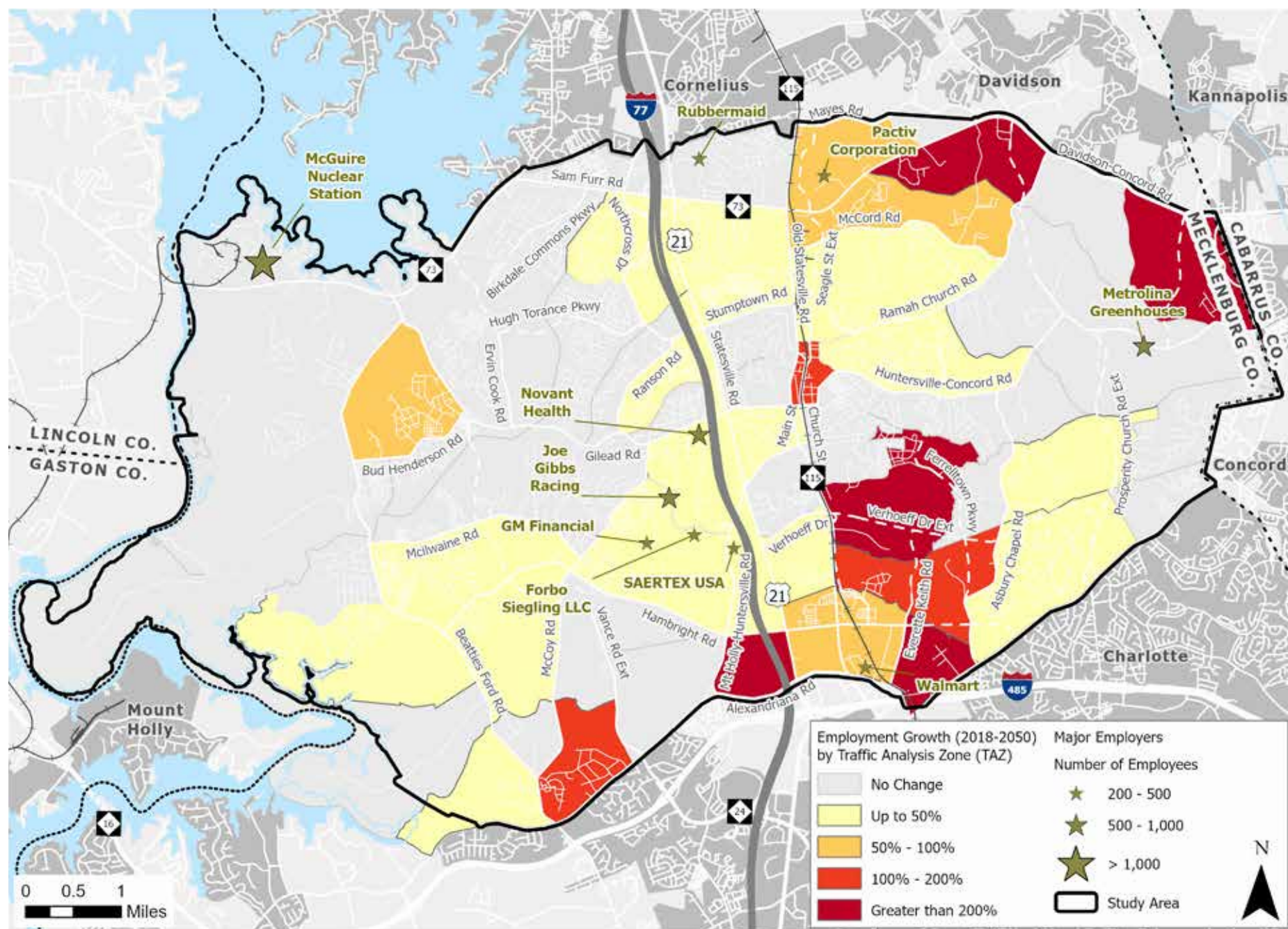


Figure 2.5. Huntersville's Projected Employment Growth 2018-2050 (Source: Metrolina Regional Model)

2.4 Land Use

The coordination of transportation infrastructure planning with current and anticipated land development patterns is crucial to meeting the mobility needs of Huntersville residents. The *Huntersville 2040 Community Plan* provides an inventory and analysis of existing land uses and a vision for the future spatial distribution of those uses. Figure 2.7, on the following page, shows the land use map from the *2040 Community Plan*,¹ depicting how industrial and commercial land uses are concentrated around I-77, US 21 and NC 115, which are surrounded by residential in the core and transitional areas. There are significant amounts of conserved land and rural, agricultural lands in the west and eastern edges of the Town's planning jurisdiction.

Throughout the Town, there are 6,000 acres in conservation or parks. Single-family housing is the largest percentage of physical land use at 29% of the land area, representing approximately 52% of all property value within Huntersville.²

Land use types and densities have profound impacts on the transportation network. Areas with high population and/or employment density tend to increase demands on the transportation system, while lower-density development creates a distinct set of challenges. As summarized in Figure 2.6, at right, higher density uses result in more frequent, shorter trips. They also support walking, cycling, and public transit as viable modes of

transportation. By contrast, low-density uses are associated with longer trips and less viability for alternative transportation.³

2.4.1 Existing Development Pattern

Huntersville's existing land use is a result of zoning laws whereby land uses are separated by

³ Mattson, Jeremy. "Relationships between density, transit, and household expenditures in small urban areas". Transportation Research Interdisciplinary Perspectives, November, 2020; Nasri, Arefeh. "The Influence of Urban Form at Different Geographical Scales on Travel Behavior; Evidence from US Cities", Ph.D. Thesis, University of Maryland, College Park, MD, March 2016.

zoning type—residential, commercial, industrial, etc. This typically results in a development pattern where higher intensity uses are concentrated along major thoroughfares and less intense uses (like single-family residential) are spread out away from the more intense uses. Currently, more intense uses are concentrated along US 21, NC 115, and NC 73 (Sam Furr Road); the higher capacities of these roadways support the relatively higher densities in the vicinity. There is a diversity of uses along these corridors that serve both local residents and through-traffic—from shopping centers and industry to hotels and gas stations.

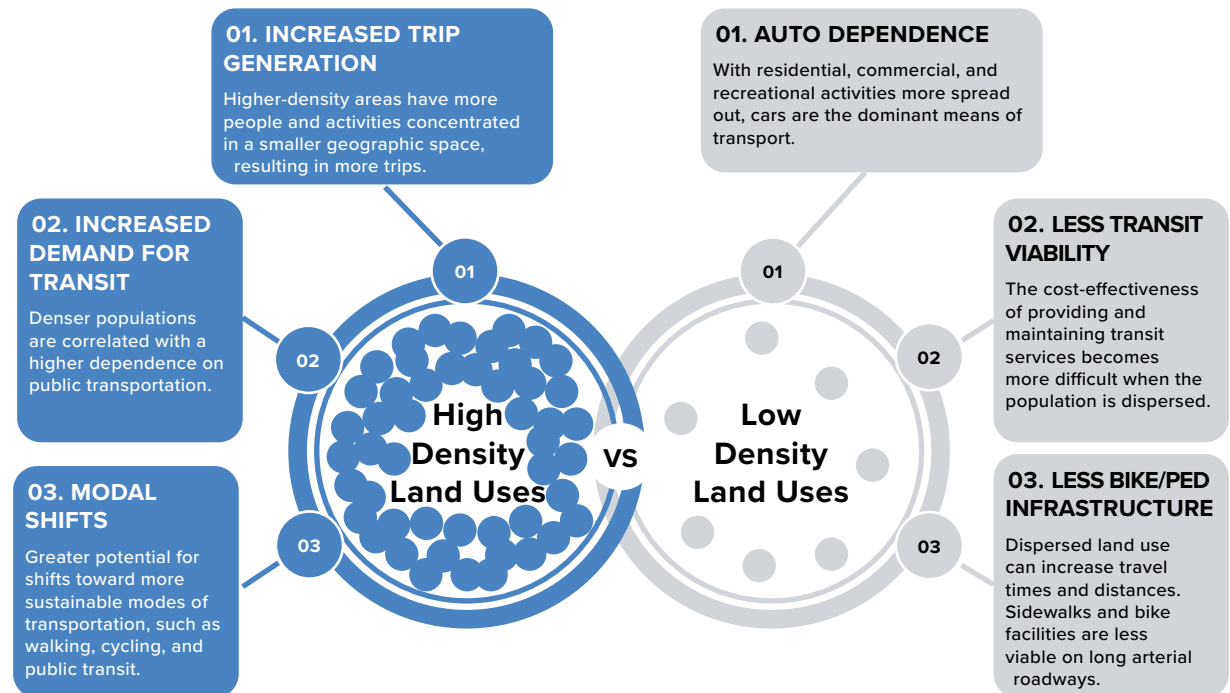


Figure 2.6. Impacts of Land Use Density on Mobility

¹ *Huntersville 2040 Community Plan*, Adopted 2020. <https://www.letsplanhuntersville.org/huntersville-2040>

² Ibid.



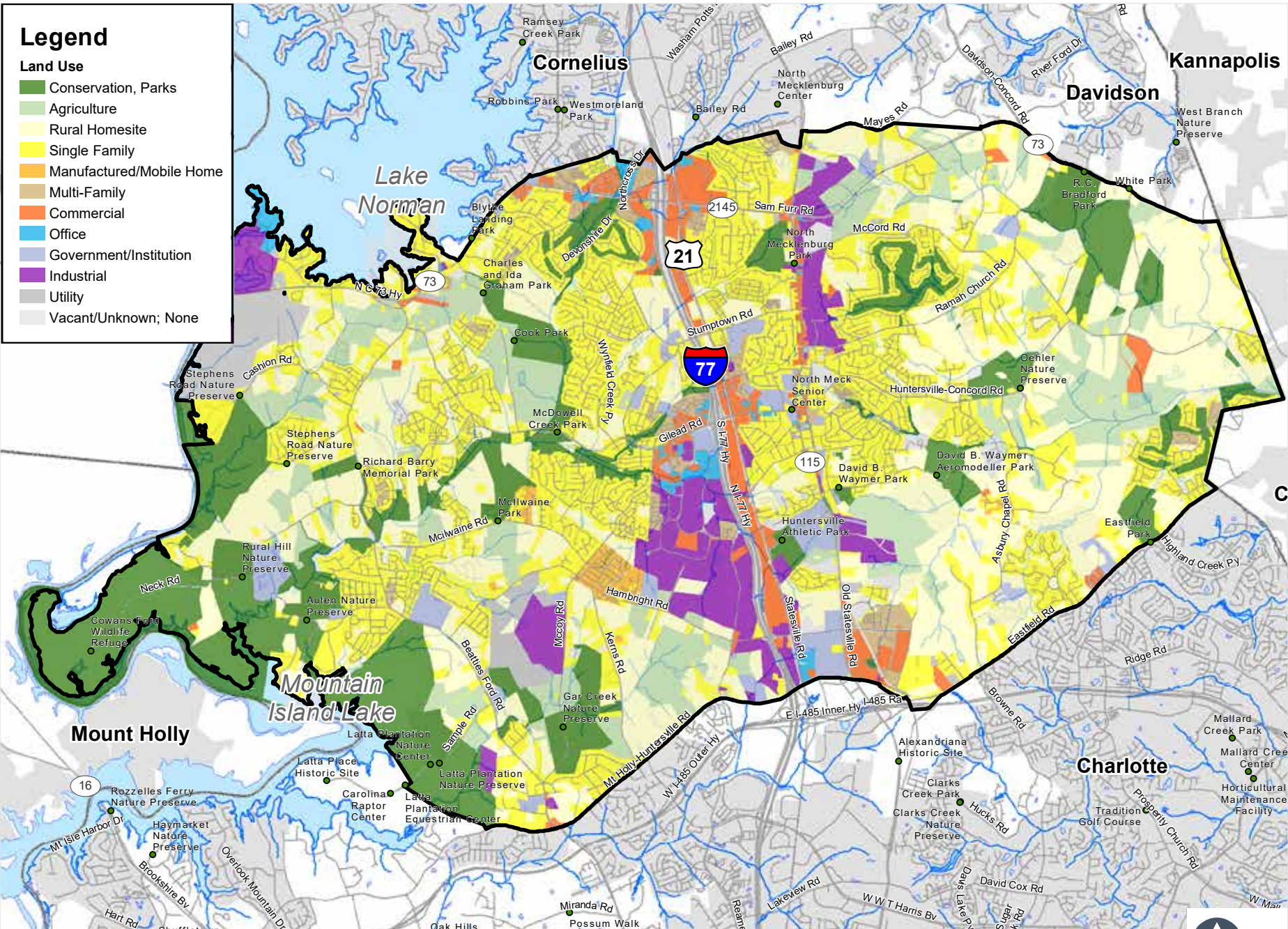


Figure 2.7. Huntersville Existing Land Use (Source: *Huntersville 2040 Community Plan*)

2.4.2 Zoning & Future Land Use

While the existing land use follows a historic pattern of segregated uses that favors vehicular modes of transportation, Huntersville’s current form-based code and the Future Land Use Map are shaping a different development pattern—one that efficiently connects residents to essential services and enhances overall mobility within the community. Of the 15 General Districts in Zoning Ordinance, 6 fall under the “Mixed Use” Classification. These Districts prescribe a diverse mixture of land uses connected by walkable streets.

Similarly, the Future Land Use Map (Figure 2.8) designates several areas for mixed-use nodes, a large “Town Core” Character Area that accommodates a variety of residential densities as well as appropriate non-residential uses, and employment centers that support a “live, work and play” environment. All future land use decisions must be supportive of and compatible with the Future Land Use Map. Over time, this will result in a better-connected, more vibrant, and sustainable community fabric.

The Future Land Use Map provided the context for anticipating future land-use intensities and related travel patterns that need to be accommodated for with a multimodal transportation network. The recommended cross-sections in this plan align with Huntersville’s zoning and land use vision by:

- Focusing the provision of vehicular, bicycle, and pedestrian infrastructure within the Town Core Character Area that accommodate multimodal access and connectivity to the variety of uses consistent with the designation.
- Improving arteries in the Moderate Density Residential Areas to support the increased capacity.
- Linking Mixed-Use Nodes and Activity Centers to efficiently move residents to and from the Town’s most vibrant places.
- Limiting right-of-way impacts in the Rural Conservation and Critical Watershed areas.

As implemented over time, the *Huntersville Mobility Plan* create a transportation system that embodies the vision of the *2040 Community Plan* to create a well-connected and accessible, multimodal transportation network that links residents to essential services and enhances overall mobility within the community.



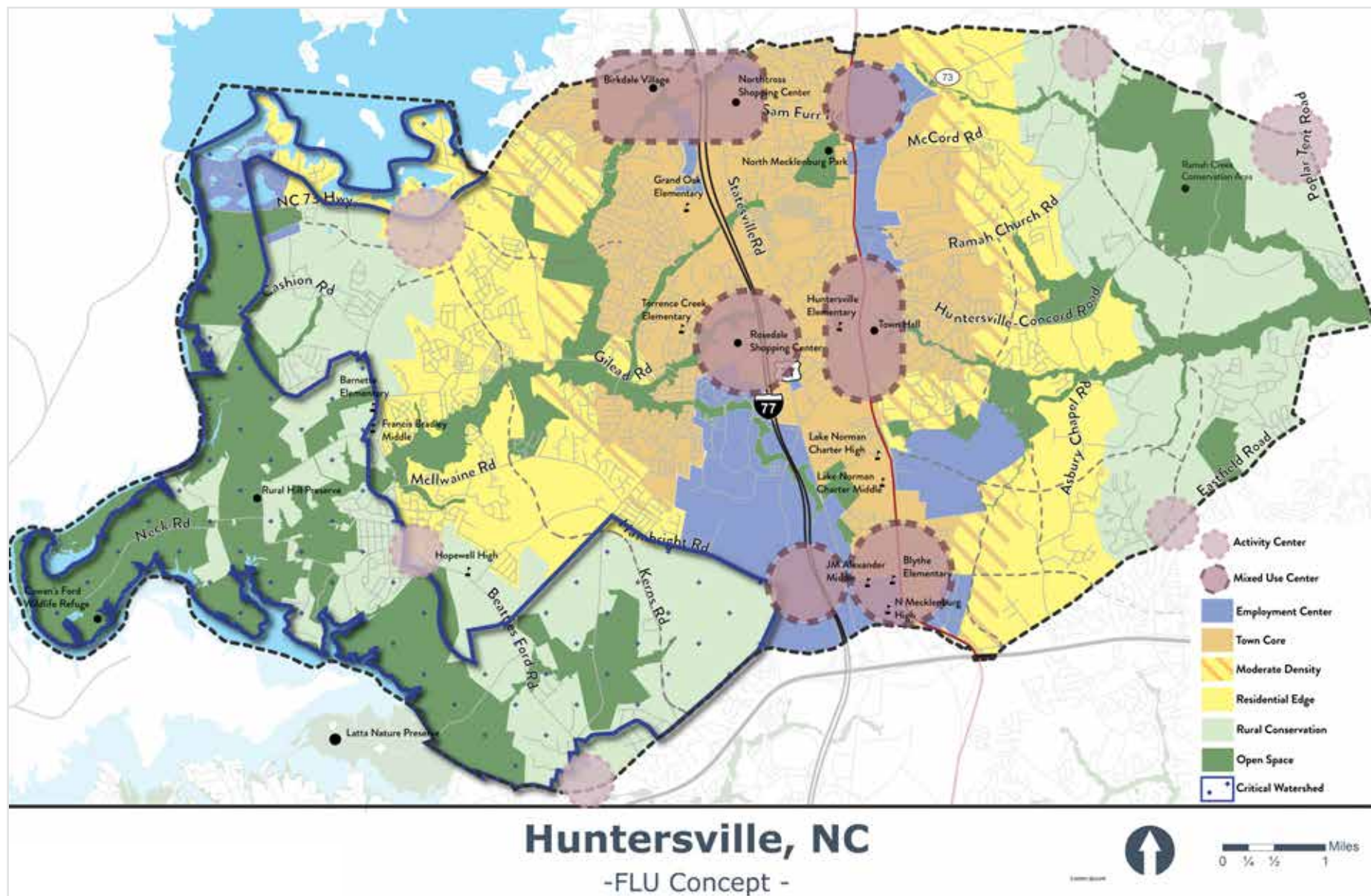


Figure 2.8. Huntersville Future Land Use (Source: *Huntersville 2040 Community Plan*)

2.5 Transportation Disadvantaged Populations

NCDOT's Transportation Disadvantaged Index (TDI) was used to assess transportation needs of residents within Huntersville. The TDI tool uses census block-group level data to identify areas with higher proportions of certain populations who have been shown to be susceptible to transportation challenges and have more difficulties overcoming transportation barriers. The TDI considers six demographic factors: zero-vehicle ownership, poverty, youth aged 15 and under, seniors aged 65 and older, disability/mobility impairments, and populations of racial and ethnic minorities.

Each census block group is given a comprehensive score from 0 to 21 that ranks the proportion of these demographics against the respective county, division, metropolitan planning organization (MPO), and the state. The higher the index score for a selected block group, the higher the proportion of these demographic groups in the area, and a greater degree of transportation disadvantage. TDI provides a high-level assessment of where the community may be facing transportation challenges, which the Town can use as a starting point to further investigate and target the appropriate transportation improvements where they are most needed.

The TDI tool is used in many state and federal funding grant programs to target investments to areas of high need. In general, the Town of Huntersville scores in the middle range of the TDI, with relative scores between 7 and 11 out of a total possible 21. In Mecklenburg County, scores range between 3.5 and 19.5, with the median score for the county being 12.

The TDI scores for Huntersville are shown in Figure 2.9 on the following page. The two highest scoring block groups in Huntersville are located between Kerns Road and US 21 south of Gilead Road, and between US 21 and NC 115 north of Gilead Road. Both block groups have relatively high minority populations (54.9 percent and 45.3 percent respectively compared to 25.3 percent for the town as a whole), as well as high poverty rates (23.3 percent and 20.6 percent respectively compared to 9.2 percent for the town as a whole). Both block groups have relatively high disabled populations compared to the town as well (13.2 percent and 14.4 percent compared to 9.1 percent for the town). It is also noteworthy that one of the block groups with relatively higher scores is located on the southwest part of town, with the majority of the block group spilling into Charlotte and unincorporated areas of the county. The majority of the population is outside the town limits. Similarly, a block group on the north side of town is located partly in Huntersville and partly in

Cornelius, although the population is more evenly dispersed throughout the block group.

It is important to note that although there are not any highly disadvantaged areas at the block-group level, there are smaller pockets of high-need populations that may be obscured by surrounding areas of affluence. For instance, the Huntington Green neighborhood, which has a higher proportion of racial minorities, poverty, and disability, is found within a block-group that is largely zoned as commercial or very low-density residential, so the disadvantaged status is diluted across a large area. Similarly, the Pottstown neighborhood has a higher proportion of racial minorities and households without a vehicle, but the block-group that it falls within also includes the Vermillion neighborhood that has higher car ownership and fewer minorities. Understanding the specific transportation needs of these relatively disadvantaged neighborhoods and other like them may require further study in order to target the appropriate transportation investments.



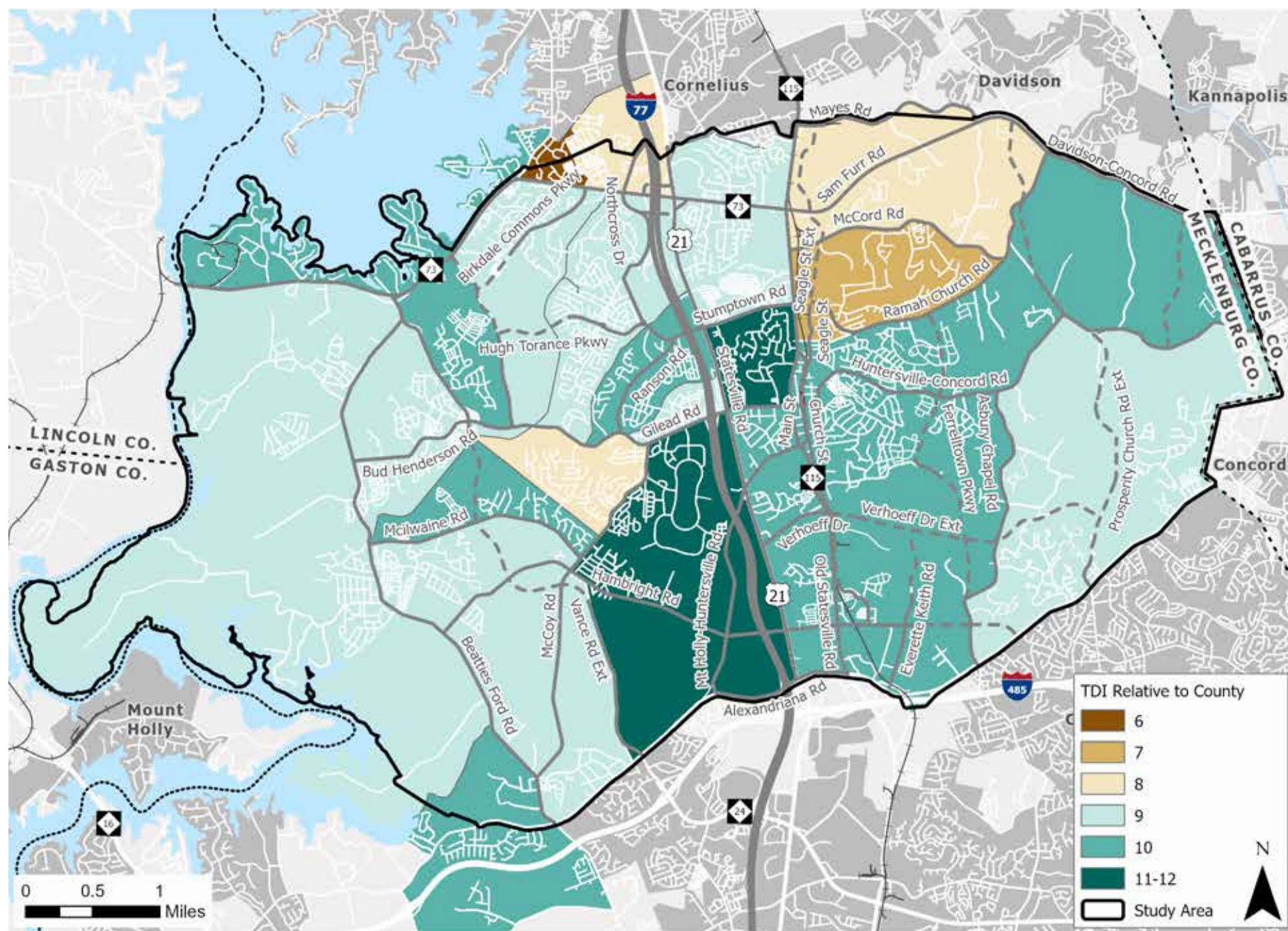


Figure 2.9. Huntersville Transportation Disadvantaged Index Scores relative to County (Source: [NCDOT Transportation Disadvantaged Index \(TDI\)](#)).

2.6 Commuting Patterns

Commuting characteristics were analyzed using OnTheMap data (described in Section 2.4) to understand regional travel patterns and travel choices of people living and working in Huntersville. Table 2.1 breaks down where residents of Huntersville work (left column) where all people working in Huntersville live (right column). Figure 2.10, on the following page, shows graphically the travel patterns for Huntersville residents and workers.

Starting in the left column in Table 2.1, there are an estimated 32,629 Huntersville residents who are employed. Of those employed residents, 43.9% of them commute to Charlotte for work. The second largest percentage of residents, 9.7%, remain in Huntersville for work.

In terms of workers in Huntersville, the largest percentage, 22.6% are coming from Charlotte. Nearly 11% of Huntersville workers live in town. Most individuals employed in Huntersville live outside of the Town limits (89.1%).

This information provides greater context to understand the direction from which various employees are traveling into the Town and can inform recommendations regarding future mobility opportunities. The information presented here is crucial to understanding current vehicular, pedestrian, bicycle, and transit travel patterns, since commuting trips make up a large proportion of all trips. Travel mode splits for commuting trips are explored in the following sections.

Table 2.1. The Town of Huntersville's Complete Streets Policy

COMMUTE OUT OF HUNTERSVILLE			COMMUTE INTO HUNTERSVILLE		
WHERE HUNTERSVILLE RESIDENTS WORK			WHERE HUNTERSVILLE WORKERS LIVE		
Huntersville	3,181	9.7%	Huntersville	3,246	10.9%
Charlotte	14,337	43.9%	Charlotte	6,752	22.6%
Cabarrus County	1,841	5.6%	Cabarrus County	2,525	8.4%
Iredell County	1,776	5.4%	Iredell County	2,476	8.3%
Unincorporated Meck Co.	1,732	5.3%	Gaston County	1,564	5.2%
Cornelius	1,247	3.8%	Lincoln County	1,134	3.8%
Wake County	1,026	3.1%	Cornelius	1,116	3.7%
Gaston County	736	2.3%	Rowan County	921	3.1%
Davidson	573	1.8%	Union County	882	3.0%
Union County	546	1.7%	Unincorporated Meck. Co.	853	2.9%
Lincoln County	456	1.4%	Wake County	819	2.7%
Guilford County	441	1.4%	Catawba County	759	2.5%
York County, SC	380	1.2%	York County, SC	520	1.7%
Rowan County	355	1.1%	Davidson	319	1.1%
Matthews/Mint Hill	346	1.1%	Matthews/Mint Hill	308	1.0%
All Others*	3,656	43.9%	All others*	5,694	19.3%
Total Commuting Out	29,448	90.3%	Total Commuting In	26,642	89.1%
Total Huntersville Residents Jobs	32,629		Total Jobs in Huntersville	29,888	

*"All Others" category is comprised of cities/counties whose individual total was <300/<1.0%.

Source: U.S. Census Bureau. (2024) LEHD Origin-Destination Employment Statistics (2002-2021). Washington, DC: U.S. Census Bureau, Longitudinal-Employer Household Dynamics Program, accessed on March 4, 2024. At <https://onthemap.ces.census.gov/> LODES 7.5



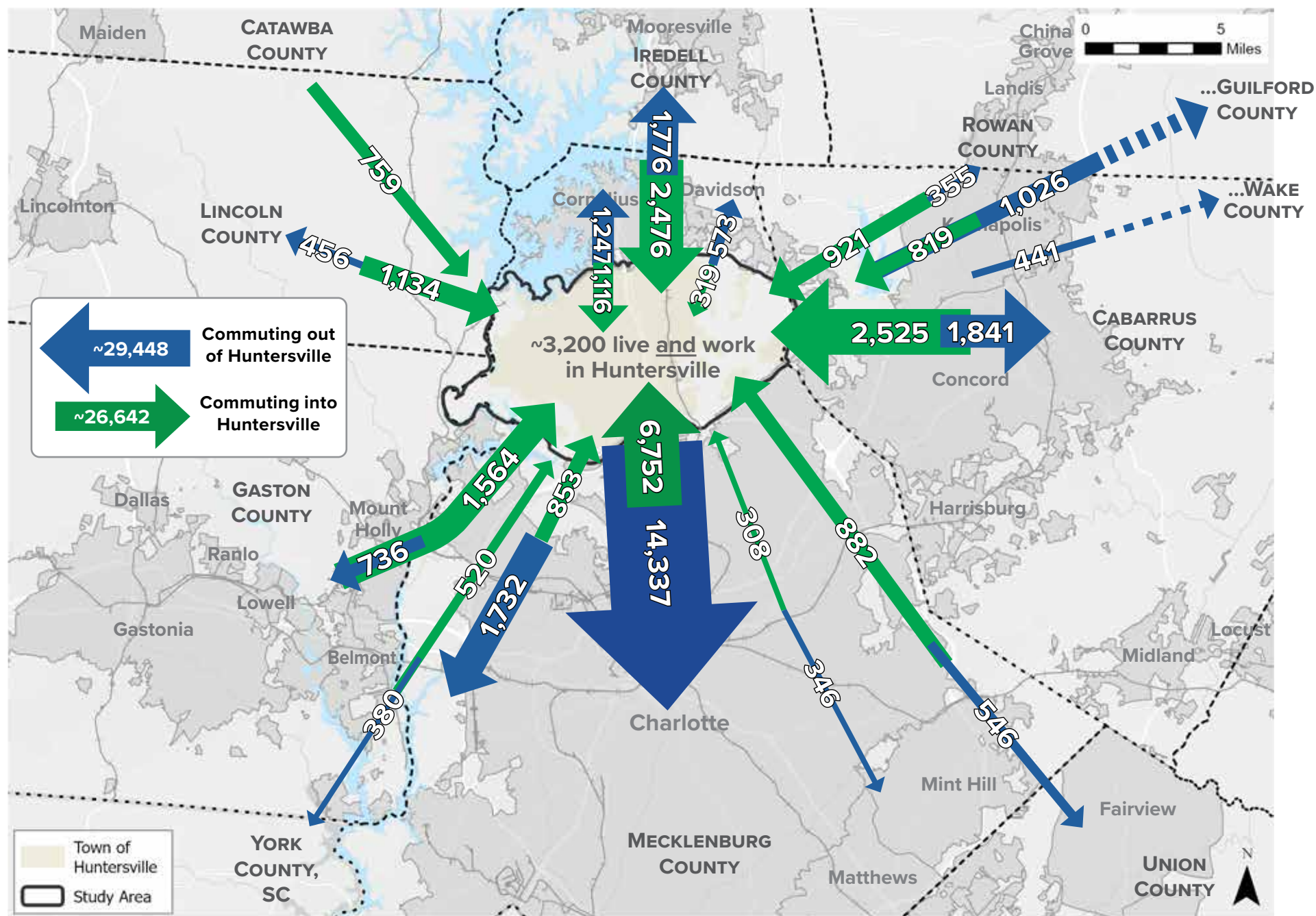


Figure 2.10. Travel Patterns of Workers and Residents (Source: (2024) LEHD Origin-Destination Employment Statistics (2002-2021))

2.7 Trip Counts by Mode

In addition to reviewing the flow of workers into/ out of Huntersville, the team reviewed the mobility patterns within Huntersville using data obtained from Replica to better understand what mode of travel—car, bike, foot, transit—people use to get around. Replica is a planning tool that captures mobile location data (including data obtained from mobile devices such as cell phones), real estate data, and consumer and economic spending data to provide a comprehensive picture of movement patterns.

Replica data includes travel mode data that is presented at the road segment level. Replica data for total trips by mode for the sample week of March 30th through April 6, 2024 shows that private auto trips and auto passenger trips (such as carpool riders) are the primary modes of travel (Table 2.2).¹ In Replica terminology, “private auto” corresponds to trips made by drivers in private auto vehicles, whereas “auto passenger” corresponds to trips made by passengers in private auto vehicles. Overall, nearly 88% of all trips are made using a vehicle (both as private auto and auto passenger trips). Walking trips are

a smaller share of overall trips (11.7%). Biking and transit trips each represented less than 1% of total trips.

A review of historical Replica data shows the total daily trips by mode for the period between September 2022 and February 2024 remains relatively unchanged for the study area.

2.7.1 Vehicular Trips

The average number of motor vehicular trips per day for each road segment in Huntersville is shown in Figure 2.11. Auto trips are highest along roads where interchanges with I-77 are located: Sam Furr Road (NC 73), Gilead Road, and Hambright Road, as well as along US 21 and NC 115. Traffic volumes are also slightly higher along Beatties Ford Road. Additionally, there are higher traffic volumes on southern sections of NC 115 that connect to I-485. All of these roads provide access to Charlotte and other regional destinations and are likely used for commuting trips.

Table 2.2. Huntersville Commuting Trips by Mode

DAILY TRIPS BY MODE		
MODE	TOTAL TRIPS	PERCENTAGE OF TRIPS
Auto - Single Occupant	143,747	71.3%
Auto - 2+ Occupants	33,602	16.7%
Walking	23,526	11.7%
Bike	503	0.2%
Transit	275	0.1%

¹ Replica Dashboard accessed 6/10/24. <https://studio.replicahq.com/trends/dashboard/7227/5112915>

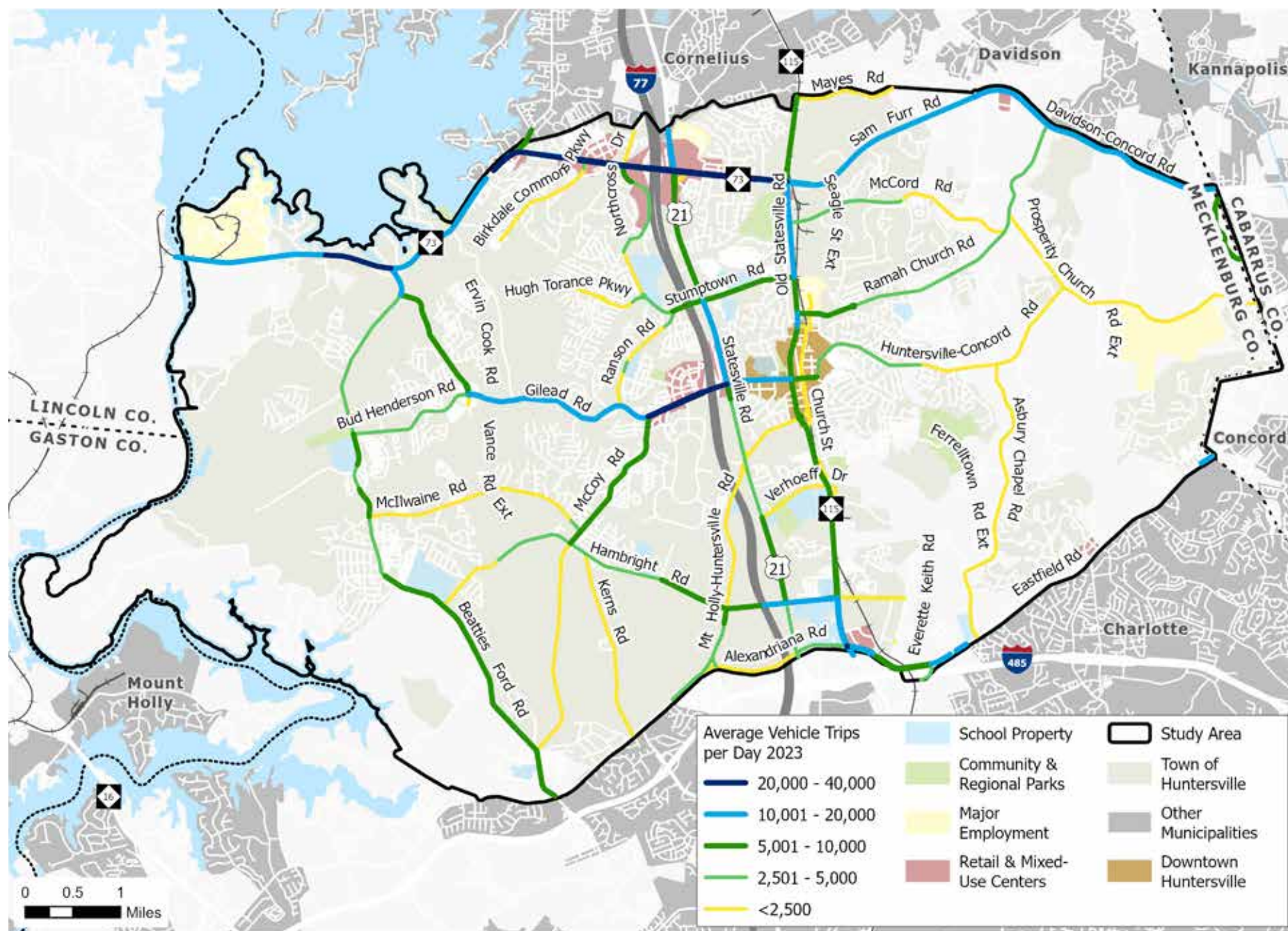


Figure 2.11. Distribution of Auto Trips (Source: Replica Dashboard accessed 6/10/24. <https://studio.replicahq.com/trends/dashboard/7227/5112915>)

2.7.2 Truck Trips

Total truck traffic was also analyzed in the review of the roadway network and is shown in Figure 2.12, on the following page. Truck traffic data comes from NCDOT's traffic volume data and includes two different types of trucks. Single unit trucks include vehicles such as buses and dump trucks, and multi-unit trucks include tractor-trailer trucks. The figure shows the percentage of all traffic that is trucks, including both single-unit trucks and multi-unit trucks.

Truck traffic is especially high on I-77 where trucks make up approximately 8% of the total traffic. High truck volumes are also found on US 21 south of Sam Furr Road, where there are several manufacturing and trucking facilities located, especially south of Gilead Road. Sam Furr Road/ Davidson Concord Road also has relatively higher truck traffic compared to the rest of the town. This is also likely due to the presence of manufacturing and warehouses along the corridor.

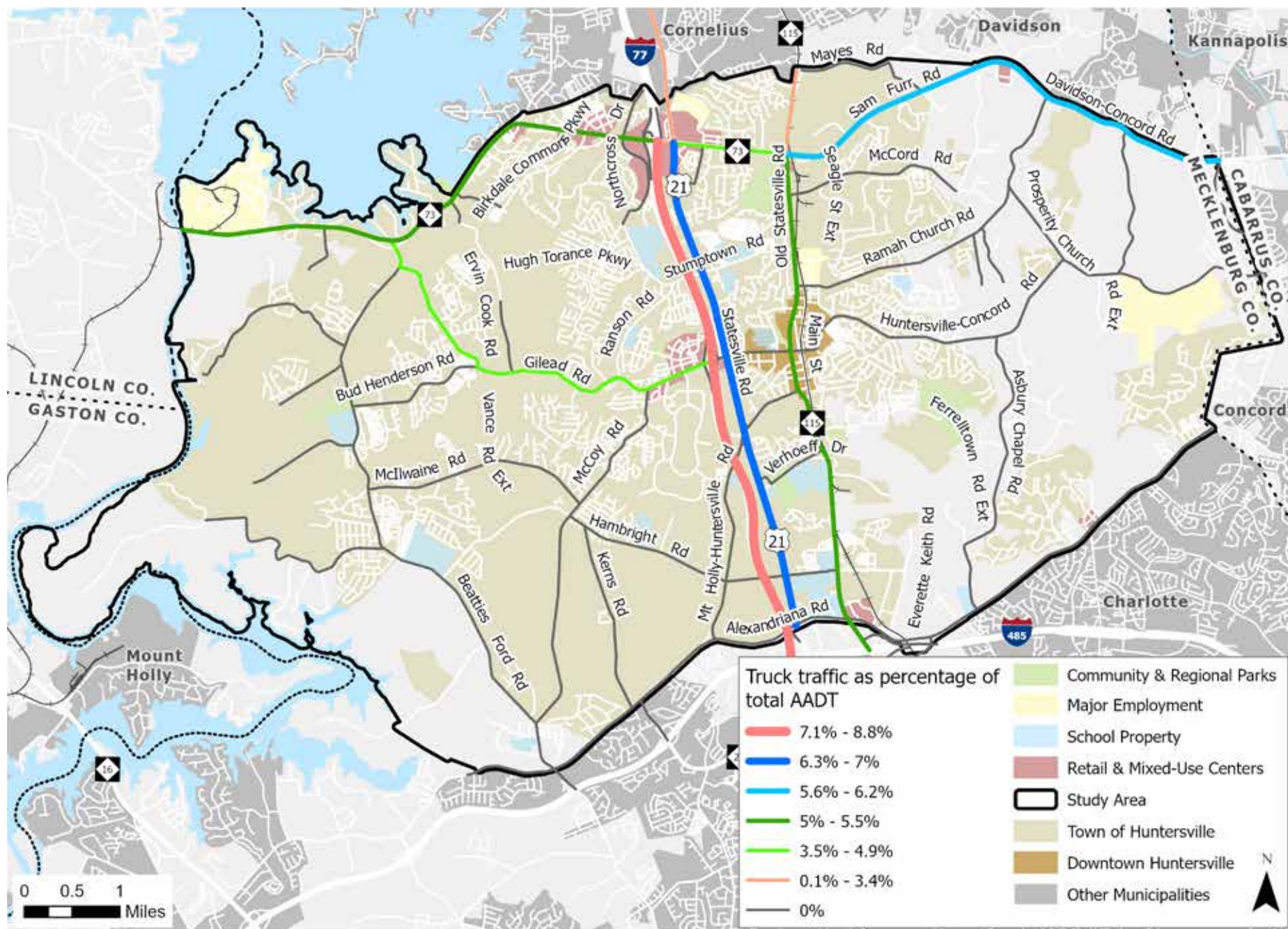


Figure 2.12. Freight traffic in Huntersville (Source: NCDOT Traffic Segments Shapefile, <https://connect.ncdot.gov/resources/State-Mapping/Pages/Traffic-Survey-GIS-Data.aspx>. Accessed 6/10/2024)

2.7.3 Walking Trips

The Replica travel mode data included trip information on non-vehicular travel, including bicycle and walking trips. Walking trips are shown in Figures 2.13 (Downtown Huntersville) and 2.14 (all of Huntersville). There are sections of roadways throughout the town that have over 100 daily walking trips on them. Some of these sections are busy roads with sidewalks along them (e.g., Gilead Road near Huntersville Elementary School, and Sam Furr Road near Target), while others are along busy streets that have no sidewalks (e.g., Gilead Road across I-77, Stumptown Road across I-77, and Beatties Ford Road north of McIlwaine Rd).

Section 2.8.4, starting on page 34, shows the where sidewalks are present.

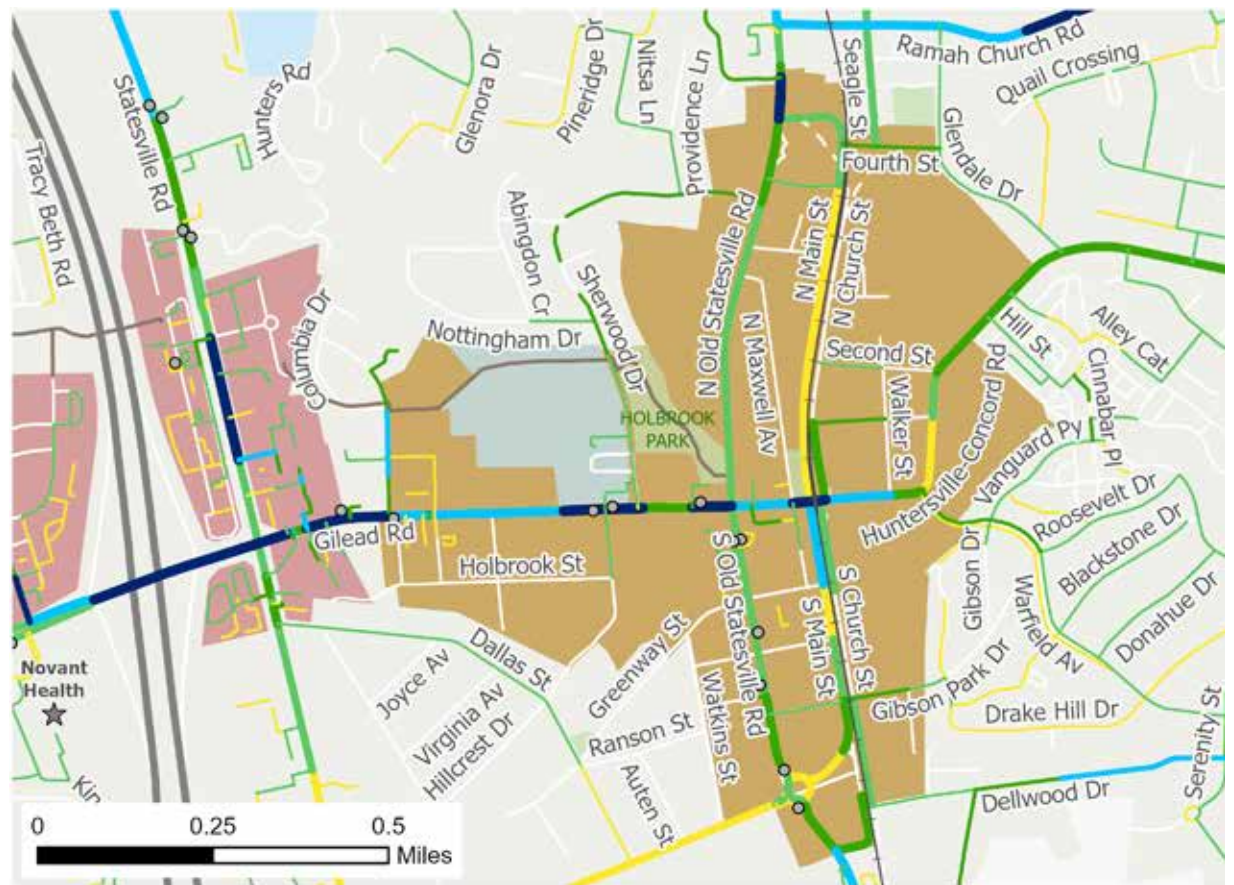


Figure 2.13. Downtown Inset of Walking Trips (Source: Replica Dashboard)

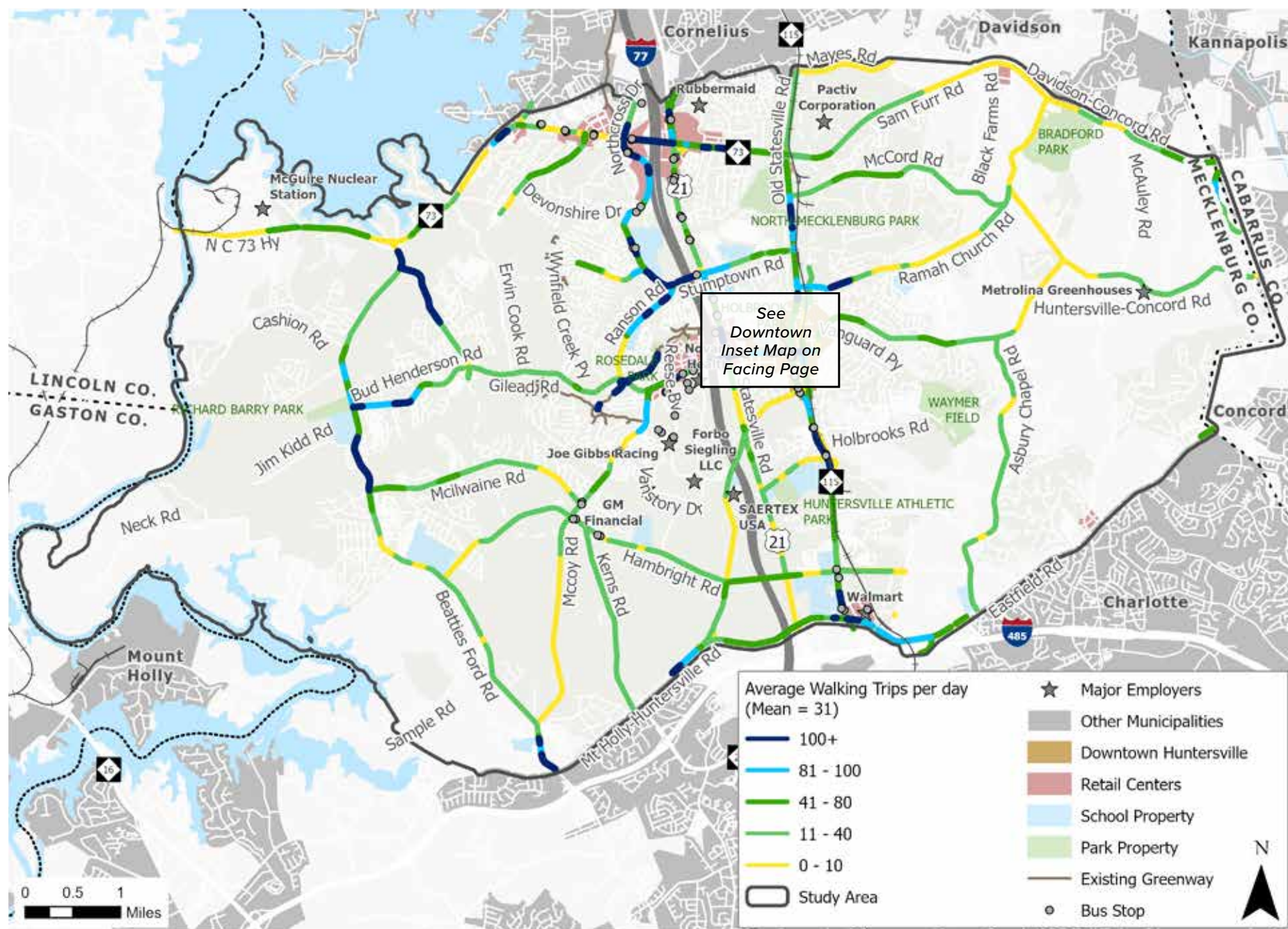


Figure 2.14. Distribution of Walking Trips (Source: Replica Dashboard accessed 6/10/24. <https://studio.replicahq.com/>)

2.7.4 Biking Trips

According to the Replica travel model data, there are sections of Gilead Road, Stumptown Road, Ranson Road, Birkdale Commons Parkway, Old Statesville, among others, that have an average of over 40 biking trips per day (Figure 2.15 and Figure 2.16). These roads have intermittent bike lanes in places, but the sections with 40+ trips include stretches that do not have any bike lanes.

See Section 2.8.5 on page 36 to see maps of where existing bike lanes are.

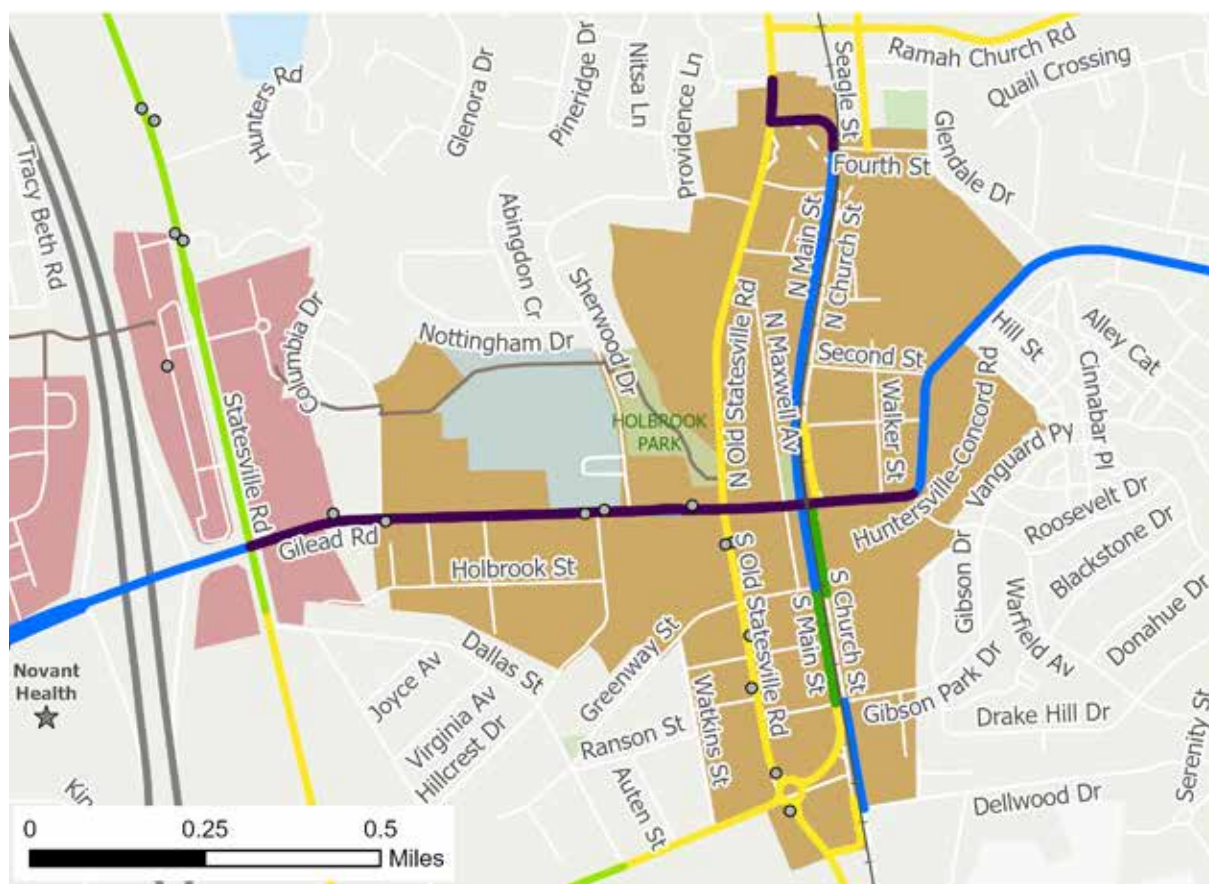


Figure 2.15. Downtown Inset of Biking Trips (Source: Replica Dashboard)

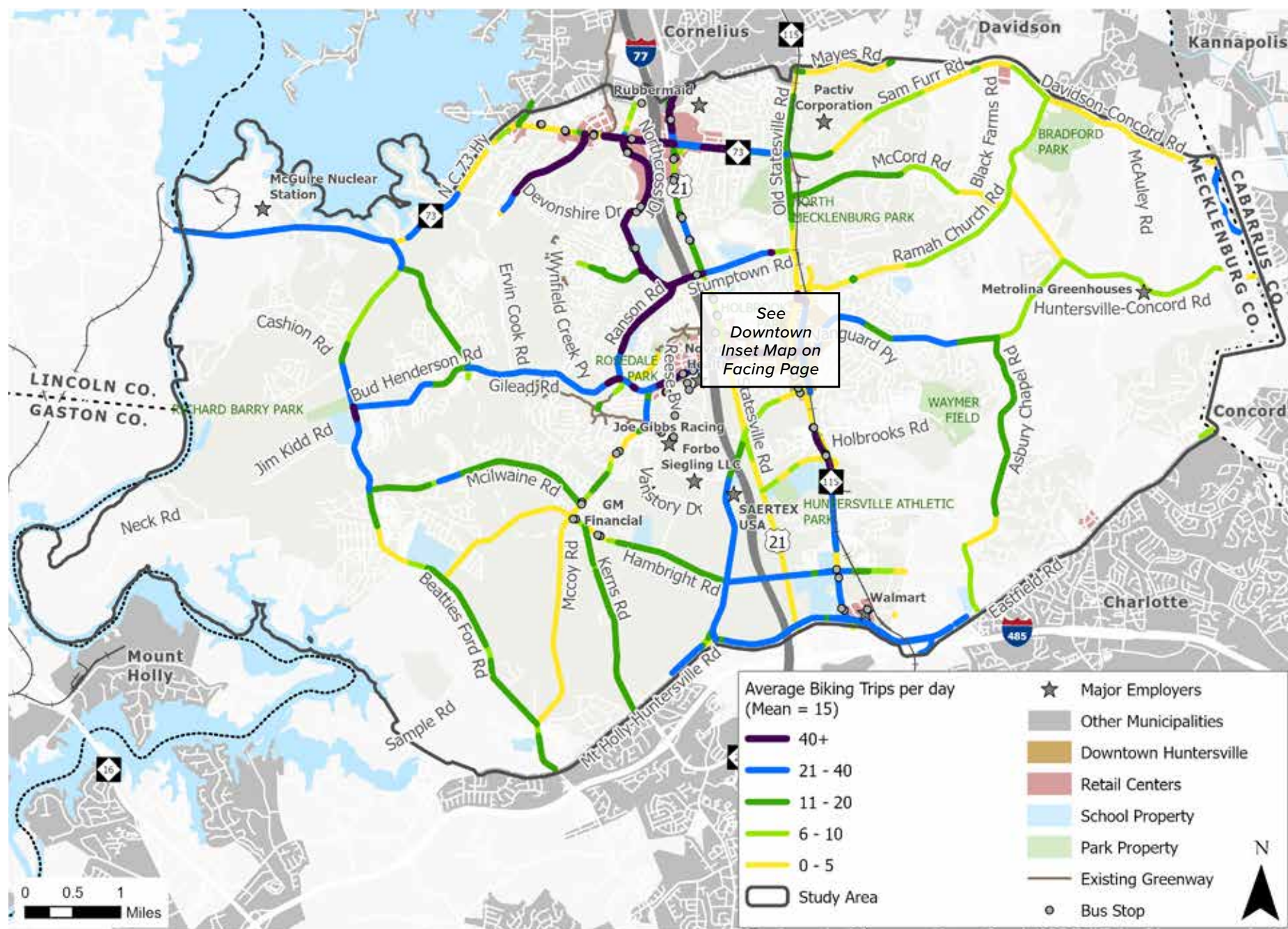


Figure 2.16. Distribution of Biking Trips (Source: Replica Dashboard accessed 6/10/24. <https://studio.replicahq.com>)

2.8 Existing Transportation Infrastructure

2.8.1 Roadway Network

The long-term vision for how the transportation network should evolve to serve residents and employers in our region is outlined in the Comprehensive Transportation Plan (CTP), which is maintained by the Charlotte Regional Transportation Planning Organization (CRTPO) for the greater Charlotte region. The CTP reflects the recommendations for future improvements for all modes of travel, including streets and highways, pedestrian facilities (sidewalks and trails), bicycle facilities (on-street as well as trails and multi-use paths), and public transportation. It identifies needed improvements and recommends new facilities to improve overall network connectivity. The existing and proposed network of streets and highways in the CTP, as depicted in Figure 2.17, served as the network for which cross sections were developed for the Mobility Plan.

There are three different CTP road classifications in Huntersville that were addressed in the Mobility Plan: boulevards, major thoroughfares, and minor thoroughfares. Interstate 77 is classified as a freeway in the CTP so is not included in the mobility network planning done in this plan. According to the CTP, the characteristics of the road classifications are:

- **Boulevards:** Provide moderate mobility and low to moderate access. Roads are typically two lanes, with speeds ranging between 30 to 55 MPH, and there is limited, partial, or no control of access.
 - **Major Thoroughfares:** Provide moderate to low mobility and high access. Roads are typically two lanes with no median, with speeds ranging between 25 and 55 MPH, and no control of access.
 - **Minor Thoroughfares:** The same design standards as major thoroughfares, however minor thoroughfares collect traffic from the local collector streets and carry it to the major thoroughfares.
- In addition to the road classifications outlined in the CTP, roadways are classified into three different Improvement types, including:
- **Existing:** The existing facility meets current needs. The facility may be considered adequate based on a variety of factors, such as appropriate design, expected future traffic volumes, consistency with adopted plans, or livability objectives. The facility may also be considered adequate based on its context within the larger transportation network or because it is unbuildable due to physical constraints.
 - **Needs Improvement:** The existing facility or service is (or is expected to be) inadequate and should be changed to accommodate expected traffic volumes, improve inadequate design, or identified safety issues, reflect pedestrian and bicycle facilities shown in adopted plans, improve poorly designed facilities, or fill in connectivity gaps.
 - **Recommended:** There are no existing facilities, and a new facility or service is needed.

As is evident from Figure 2.17, as well as in the [online version of the CTP](#), the future roadway network includes new roadway connections such as future extensions of Prosperity Church Road, Verhoeff Drive, Hambright Drive, Vance Road, and others.

The Huntersville roadway network has over 240 linear miles of roadway that the Town maintains, with an additional 120 miles of NCDOT maintained roads (not including I-77). The Comprehensive Transportation Plan recommends 26.2 linear miles of new roadways to support future development. Table 2.3 shows linear miles of roadway by classification.

Table 2.3. Summary of Existing and Proposed Roadways Miles

Roadway Classification	Linear Miles (Existing)	Linear Miles (Needs Improvement)	Linear Miles (Recommended)
Interstate/Freeway	--	11.7	--
Boulevard	1.9	25.7	9.3
Major Thoroughfare	1.5	11.4	1.2
Minor Thoroughfare	5.7	37.8	15.7

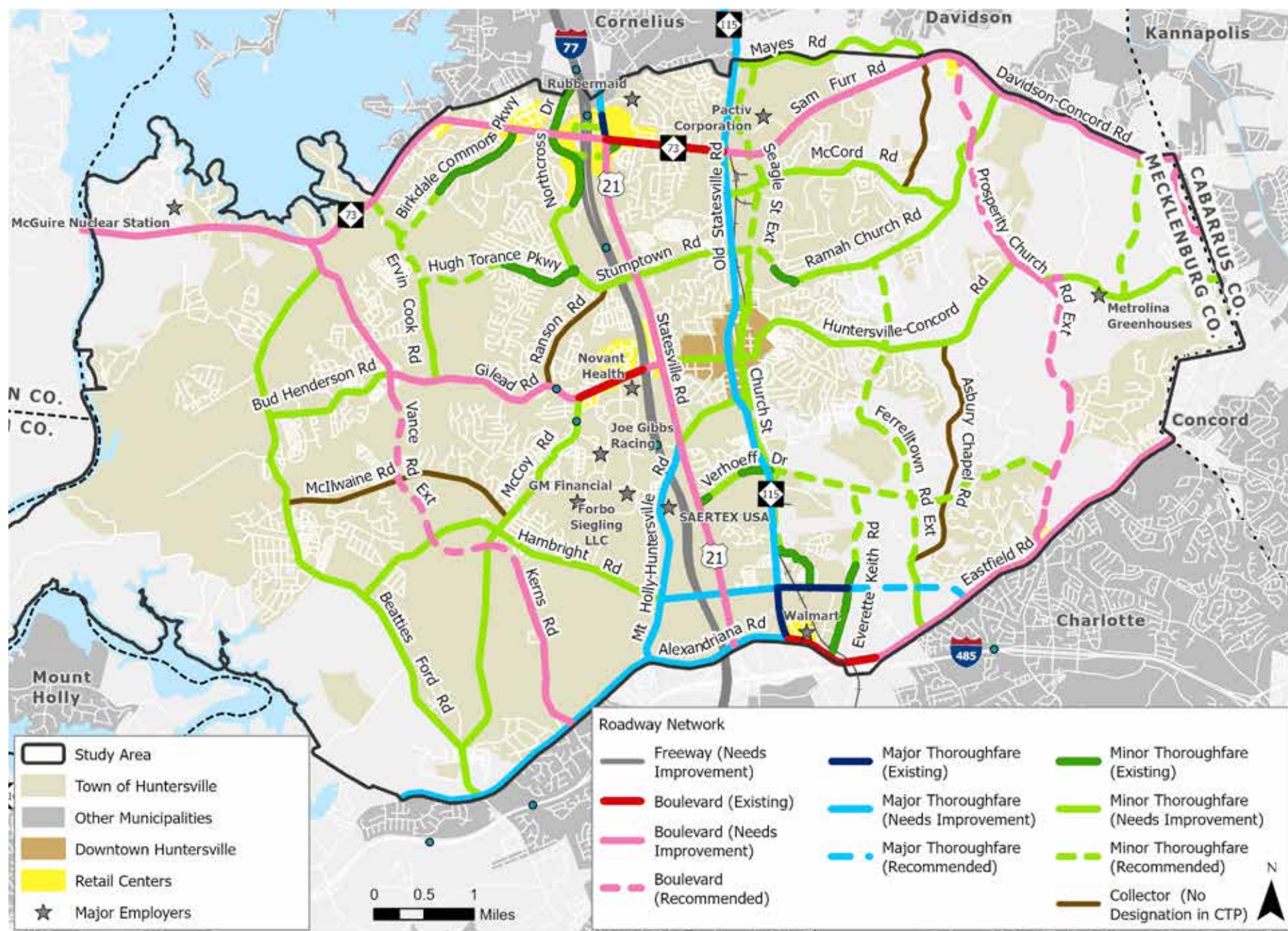


Figure 2.17. Comprehensive Transportation Plan (CTP) Roadway Network (Source CRTPO, available at <https://crtpo.org/resources/maps-gis/>)

2.8.2 Roadway Maintenance Responsibility

The majority of thoroughfares and boulevards are maintained by NCDOT, while the majority of neighborhood roads are maintained by the Town of Huntersville. Figure 2.18 on the following page shows the roadways by their maintenance jurisdiction.

All roads designated as Boulevards and Major Thoroughfares on the CTP are NCDOT maintained. Most Minor Thoroughfares are maintained by NCDOT, but there are a handful of Minor Thoroughfares that are maintained by the Town of Huntersville. They are highlighted in Figure 2.18 in orange, and include:

- Stumptown Road, from NC 115 to Hugh Torance Parkway,
- Hugh Torance Parkway, from Stumptown Road to its western terminus at Wynfield Creek Parkway,
- Birkdale Commons Parkway, from NC 73 to Babe Stillwell Farm Road,
- Main Street, from Mount Holly-Huntersville Road to Fourth Street,
- Church Street, from Fourth Street to Dellwood Drive, and
- Church Street and Meacham Farm Drive, from Holbrooks Road to the southern terminus of Meacham Farm Road south of Commerce Station Drive.

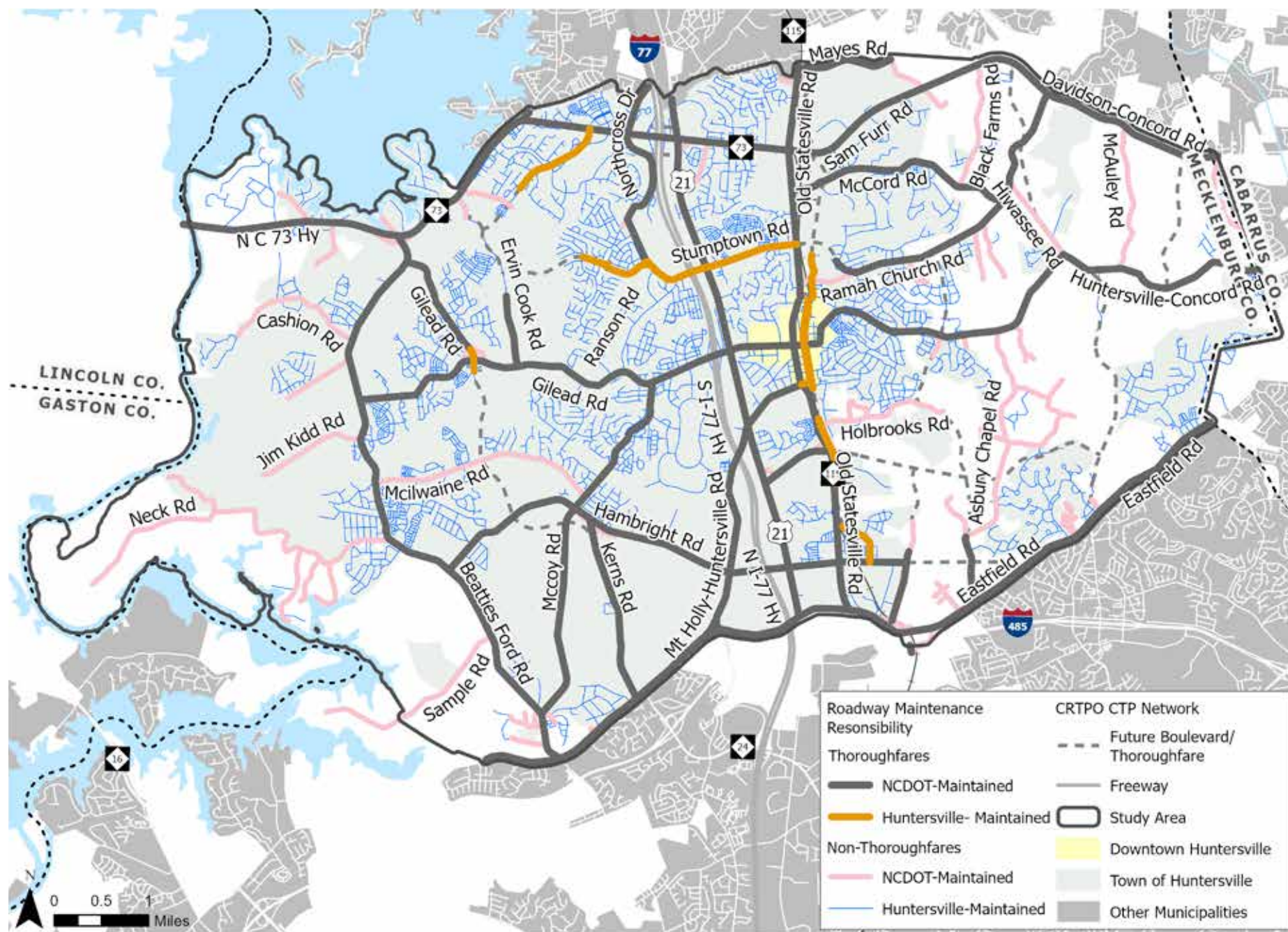


Figure 2.18. Roadway Maintenance Responsibility (Source NC OneMap, available at <https://www.nconemap.gov/maps/>)

2.8.3 Highway Functional Classification System

In addition to CRTPO's classifications of boulevard/major thoroughfare/minor thoroughfare, the Federal Highway Administration has a Highway Functional Classification system for roadways that are part of the Federal-aid Highway Program, which includes the Interstate Highway System, primary highways, and secondary local roads.¹ As the name suggests, the functional classification system categorizes roads by the role it serves in the roadway network, ranging from serving long-distance passenger and freight needs to serving neighborhood travel. The Highway Functional Classification categories include the following:

- a. Principal Arterial
 - i. Interstate
 - ii. Other Freeways & Expressways
 - iii. Other Principal Arterial (OPA)
- b. Minor Arterial
- c. Collector
 - i. Major Collector
 - ii. Minor Collector
- d. Local

The functional classification, along with the CTP classification, for roadways in Huntersville are shown in Figure 2.19 on the following page.

As is evident from Figure 2.19, the functional classification of a road does not consistently correspond with a specific CTP classification; and some are classified as minor thoroughfares on our CTP but do not have a functional classification in the Federal system, despite the fact that they operate as collectors. These inconsistencies are noted in Table 2.4, at right.

Table 2.4. Roadways with inconsistent CTP Classifications Relative to Highway Functional Classification System and Maintenance Responsibility

Roadway Classification	Extents (To/From)	Maintenance Responsibility	CTP Classification	Federal Aid System Classification
Asbury Chapel Rd	Huntersville-Concord Rd/Trails End Ln	NCDOT	None	Major Collector
Asbury Chapel Rd	Trails End Ln/Eastfield Rd	NCDOT	Minor Thoroughfare	Major Collector
Birkdale Commons Pkwy	NC 73/southern terminus of Birkdale Commons	Town of Huntersville	Minor Thoroughfare	None
Black Farms Rd	NC 73/McCord Rd	NCDOT	None	None
Bud Henderson Rd	Beatties Ford Rd/Gilead Rd	NCDOT	Minor Thoroughfare	None
Church St	South of Dellwood Dr/north of Huntersville-Concord Rd	Town of Huntersville	Minor Thoroughfare	None
Hambright Rd	Beatties Ford Rd/McCoy Rd	NCDOT	Minor Thoroughfare	None
Hambright Rd	NC 115/Everett Keith Rd	NCDOT	Major Thoroughfare	None
Holbrooks Rd	NC 115/eastern terminus of Holbrooks	NCDOT	None	None
Hugh Torance Pkwy	Stumptown Rd/western terminus at Wynfield Creek Pkwy	Town of Huntersville	Minor Thoroughfare	None
Main St	Northern roundabout with NC 115 & 4th St/southern roundabout with NC 115 & Mt. Holly-Huntersville Rd	Town of Huntersville	Minor Thoroughfare	
McIlwaine Rd	Beatties Ford Rd/McCoy Rd	NCDOT	None	Major Collector
Meacham Farm Rd	Hambright Rd/northern terminus of Meacham Farm Rd	Town of Huntersville	Minor Thoroughfare	None
Northcross Dr	Northern Town Limits/NC 73	NCDOT	Minor Thoroughfare	Minor Collector
Northcross Dr	NC 73/Hugh McAuley Rd	NCDOT	Minor Thoroughfare	None
Ramah Church Rd	NC 115/Stumptown Rd	NCDOT	None	Major Collector
Ramah Church Rd	Stumptown Rd/Davidson-Concord Rd	NCDOT	Minor Thoroughfare	Major Collector
Ranson Rd	Stumptown Rd/Gilead Rd	Town of Huntersville	None	None
Seagle St	4th St/northern terminus of Seagle St	Town of Huntersville	Minor Thoroughfare	None
Stumptown Rd	Hugh McAuley Rd/Hugh Torance Pkwy	NCDOT	Minor Thoroughfare	None
Stumptown Rd	Hugh Torance Pkwy/US 21	Town of Huntersville	Minor Thoroughfare	None
Stumptown Rd	US 21/NC 115	Town of Huntersville	Minor Thoroughfare	Added as a Minor Collector (2023)
Verhoeff Dr	US 21/NC 115	NCDOT	Minor Thoroughfare	None
Westmoreland Rd	Mayes Rd/southern terminus of Westmoreland Rd	NCDOT	None	None

¹ Roadways that are part of the Federal-aid Highway Program are eligible for Federal funding for construction, maintenance, and operations.

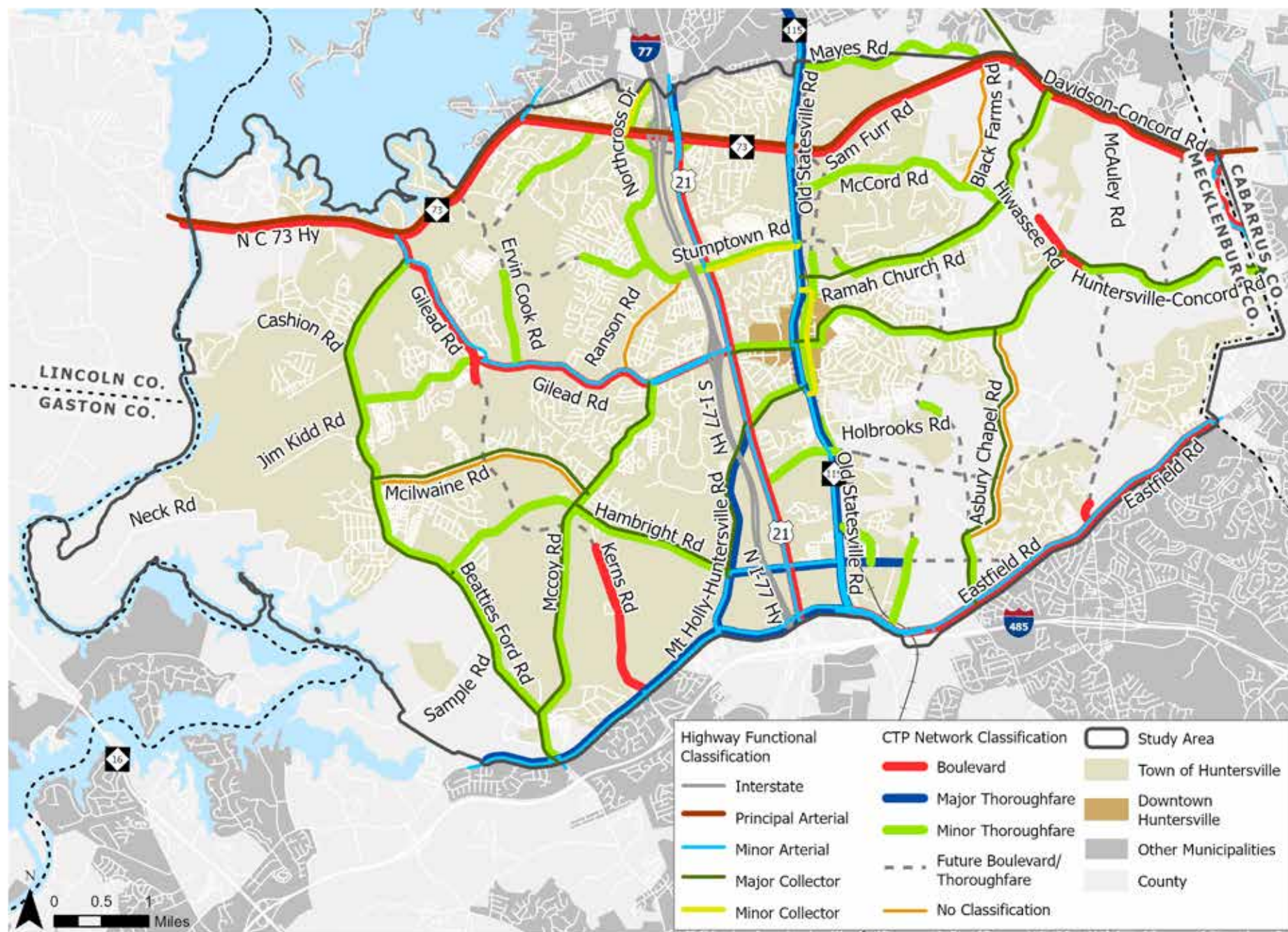


Figure 2.19. Highway Functional Classification and CTP Network Classification (Source CRTPO and Connect NCDOT, available at <https://connect.ncdot.gov/projects/planning/Pages/Functional-Classification-of-Highways.aspx>)

2.8.4 Existing Pedestrian Facility Network

The pedestrian network is made up of two types of facilities: sidewalks and greenways. Currently, there are 291 miles of existing sidewalk, based on the latest data collection by the Town in 2023. In 2020, the greenway network in the Town included 3.25 miles of greenways. Since then, another 0.75 miles of greenways and sidepath have been built as part of the Downtown Greenway and the Torrence Creek Tributary 2 Greenway, bringing the total to 4.0 miles.

The existing network of pedestrian facilities is shown in Figures 2.20 (Downtown) and 2.21 (all of Huntersville). There is a high density of existing sidewalks near the retail areas off Interstate 77 and in residential neighborhoods, but there is a lack of pedestrian infrastructure along major corridors connecting residential zones to the downtown and retail areas.



Figure 2.20. Downtown Inset of Existing Pedestrian Infrastructure

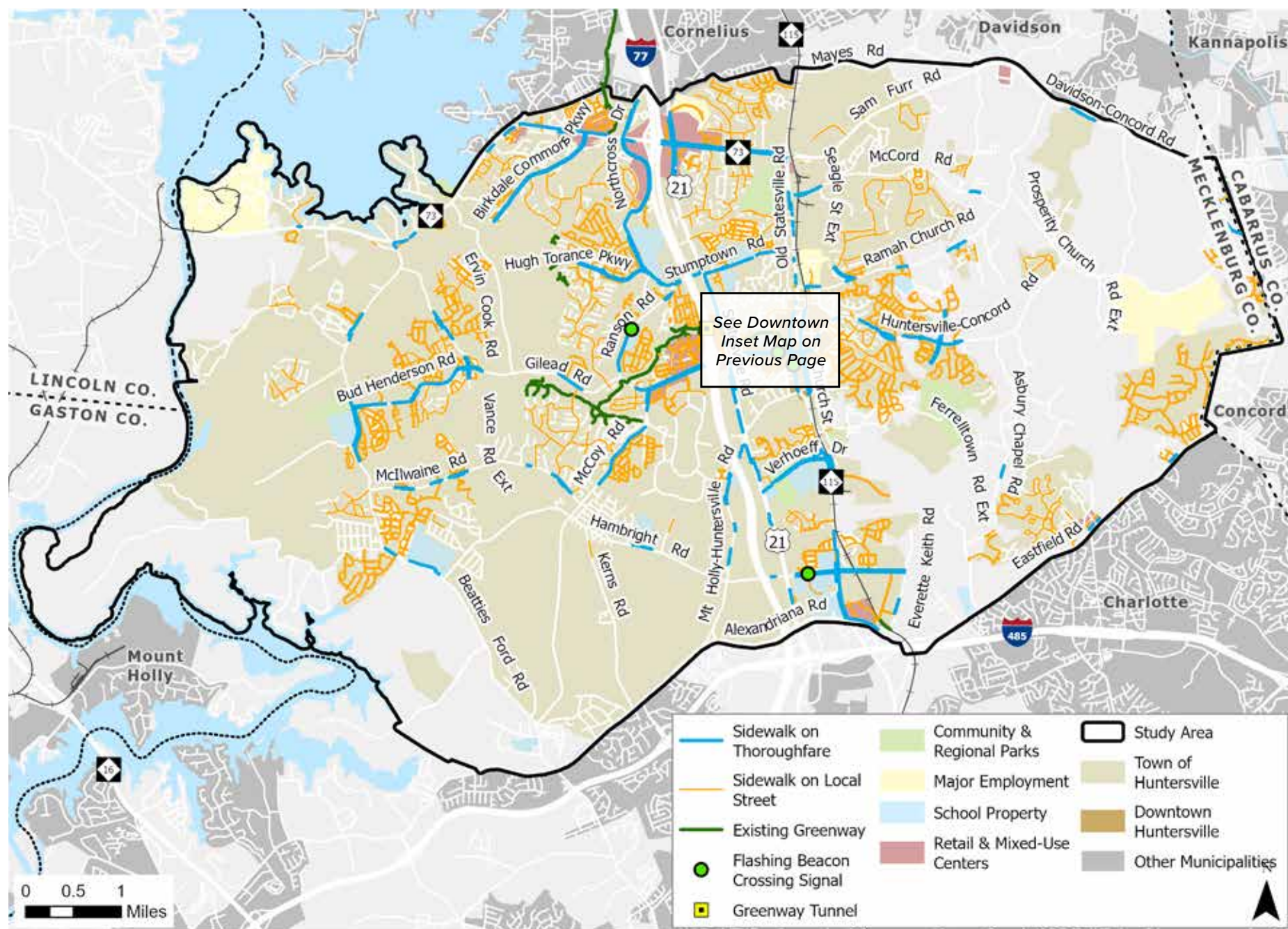


Figure 2.21. Existing Pedestrian Infrastructure (Source: Town of Huntersville)

2.8.5 Existing Bicycle Facility Network

Huntersville's bicycle network is consists of bicycle lanes and greenways. There are approximately 12.4 miles of bike lanes in Huntersville, of which 4.4 miles are on local roads and the remaining 8.0 are along thoroughfares. Of the eight miles along thoroughfares, 1.1 miles of those are only on one side of the road. As stated in the previous section on pedestrian infrastructure, there is approximately 4.0 miles of greenways in Huntersville. Existing bicycle infrastructure is shown in Figure 2.22 at right (Central Huntersville, and Figure 2.23 (all of Huntersville) on the following page.

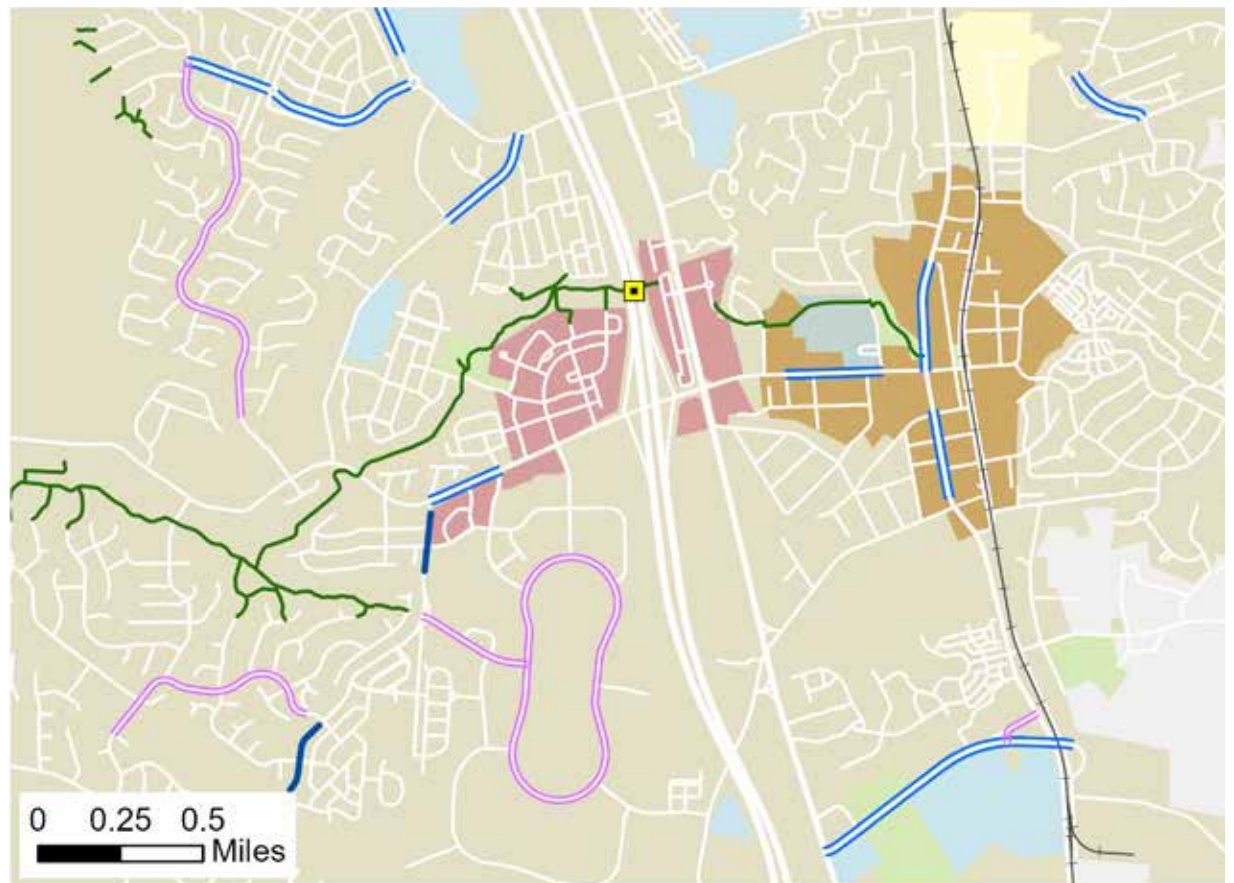


Figure 2.22. Downtown Inset of Existing Bicycle Infrastructure

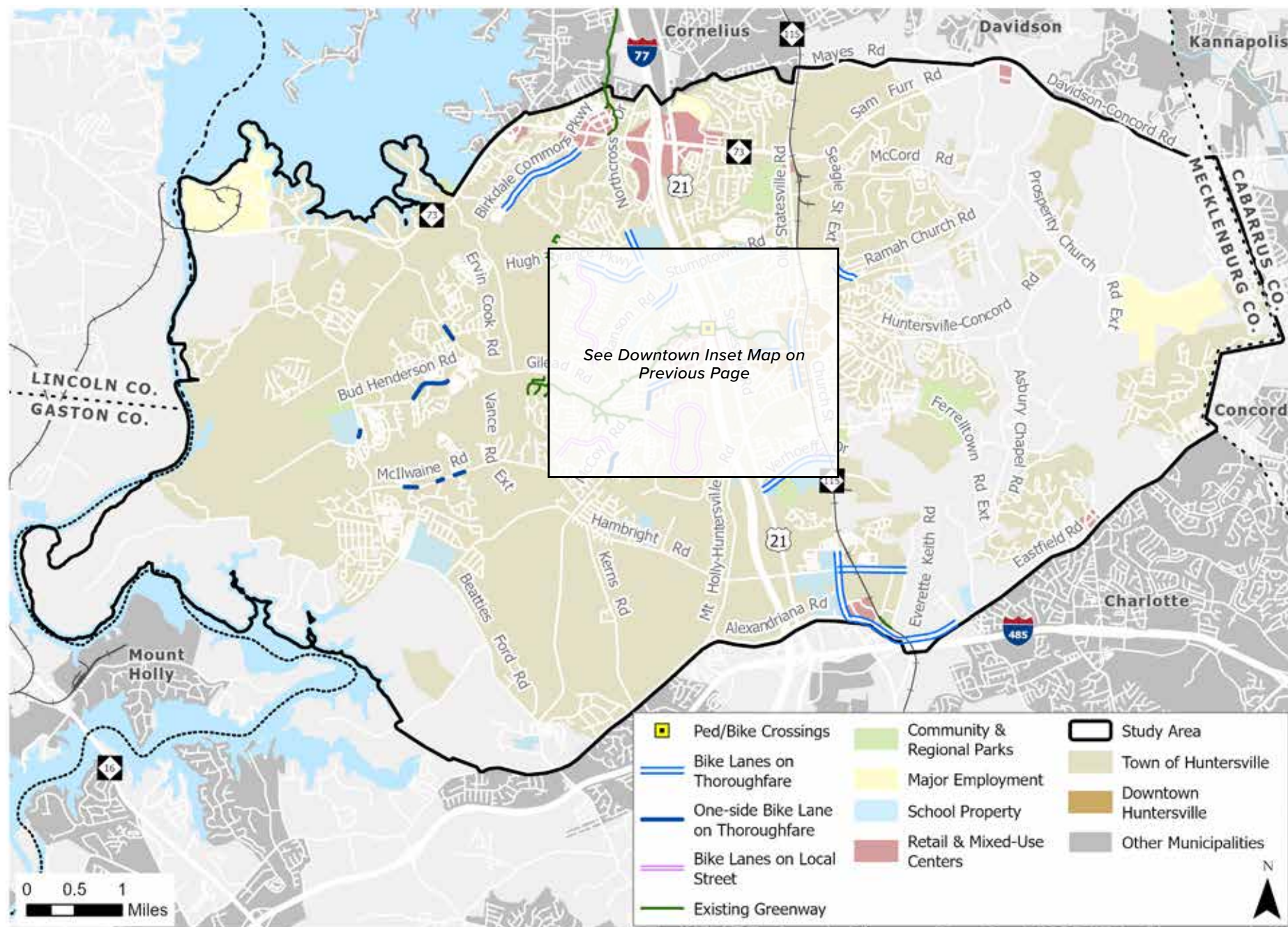


Figure 2.23. Existing Bicycle Infrastructure (Source: Town of Huntersville)

2.9 Transit Network

Public transportation in Huntersville and throughout Mecklenburg County is provided by Charlotte Area Transit System (CATS). Service focuses on the regional connections that link the Town with Uptown Charlotte and the larger CATS system. CATS has several routes that reach Huntersville— three express buses and three North Meck Village Rider routes (Figure 2.25, on following page) carry commuters from Charlotte to Huntersville:

- The Northcross Express (48X)
- Huntersville Express (63X)
- North Mecklenburg Express (77X)
- Routes 97 (Village Rider—Cornelius)
- Route 98 (Village Rider—McCoy Rd)
- Route 99 (Village Rider—Huntersville)

There are 70 transit stops focused along Hambricht Road, McCoy Road, Gilead Road, and NC 115 which intersects with the historic downtown.

In addition to these fixed route services, CATS's microtransit service (on-demand transit service) was launched in February 2025 and will eventually replace the local Village Rider routes in Summer of 2025. The service area for "CATS Micro," as this service has been named, is shown in Figure 2.24, at right. For more information on CATS Micro, visit: <https://www.charlottenc.gov/CATS/CATS-Micro>

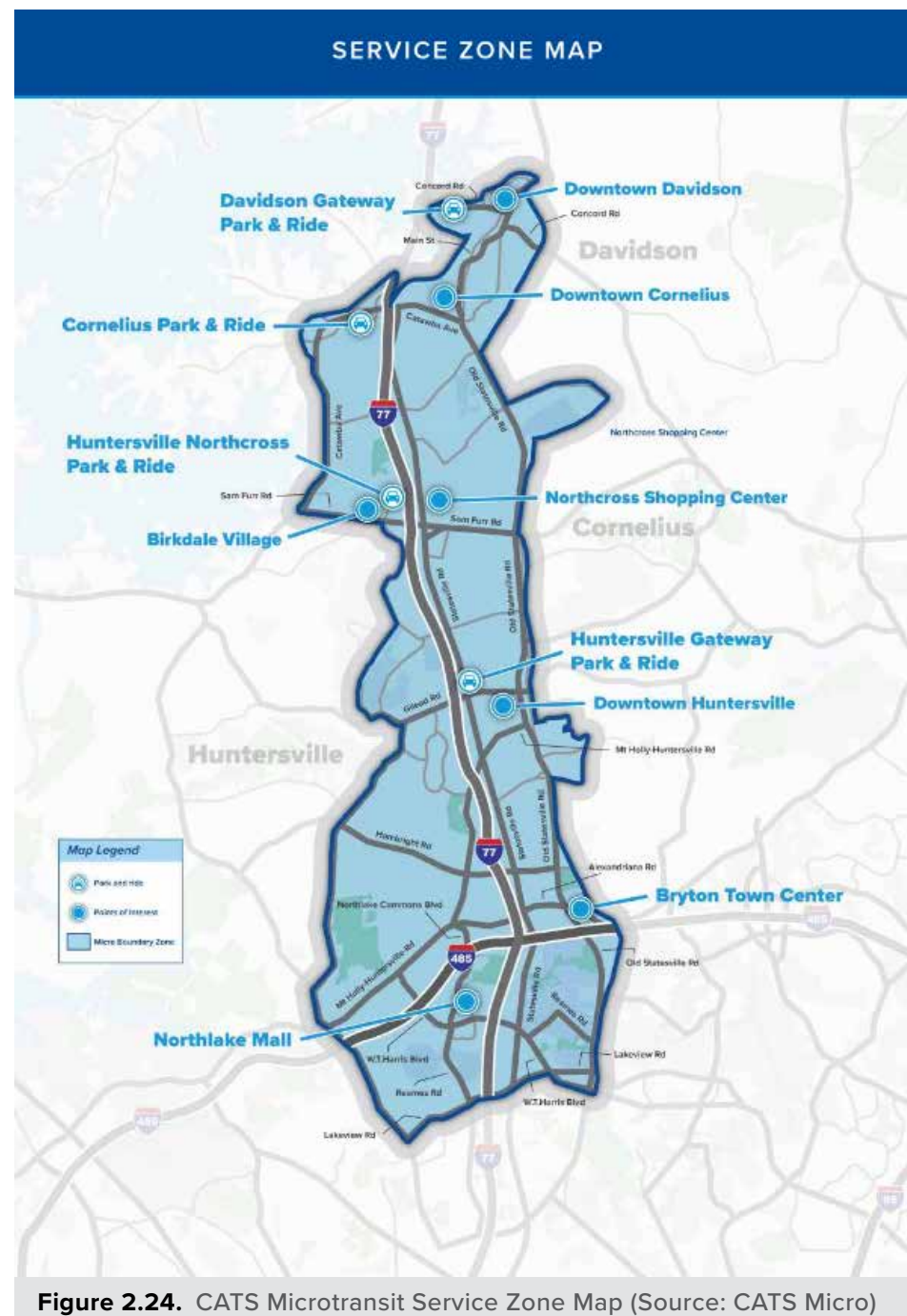


Figure 2.24. CATS Microtransit Service Zone Map (Source: CATS Micro)

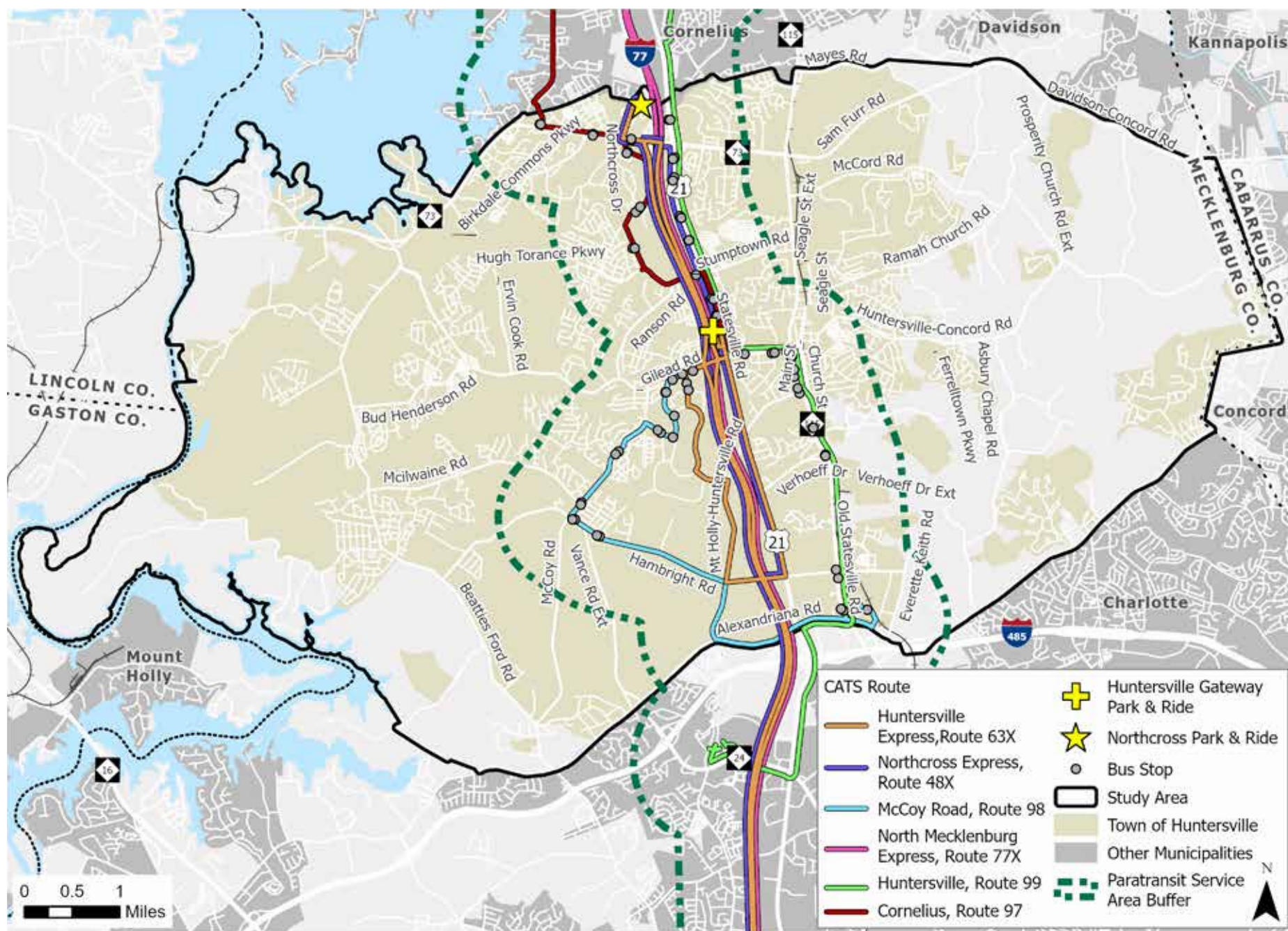


Figure 2.25. Charlotte Area Transit System (CATS) Bus Routes in Huntersville (Source: Mecklenburg County Open Mapping, <https://maps.mecknc.gov/openmapping/data.html>)

ROAD MAP MECKLENBURG 1926

- A-A - DOUBLE TRACK
- B-B - DOUBLE TRACK
- C-C - OLD MACADAM
- D-D - DOUBLE TRACK
- E-E - SINGLE TRACK
- F-F - SINGLE TRACK
- G-G - 30' SAND CR.
- H-H - 24' SAND CR.
- J-J - OTHER IMPROV.
- K-K - UNIMPROVED
- M-M - GRADED 30' B.



Road Map of Mecklenburg Highways, 1926



CHAPTER 3

Network Gap & Connectivity Analyses

3.1 Complete Streets Assessment

The network of main thoroughfares in Huntersville (which for the purpose of this analysis included all roads designated in the CTP as a boulevard, major thoroughfare, or minor thoroughfare, as well as existing roads that serve as collectors) was assessed for the presence of pedestrian and bicycle facilities that form the basis for functioning as “Complete Streets” (refer back to page 2 for a definition of Complete Streets).

Most of the thoroughfares (70.2%) in Huntersville do not have any bike or pedestrian facilities. The summary of the findings for the presence of Complete Streets elements is shown in Table 3.1, below. Figures 3.1 and 3.2 depict the spatial distribution of these Complete Streets elements.

Table 3.1. Complete Streets Inventory

Complete Streets Elements Present	Existing Mileage	% of Thoroughfare Mileage
Sidewalks & Bike Lanes	7.0	7.5%
Sidewalks & Bike Lane on One Side	1.5	1.6%
Sidewalks Only	18.5	19.7%
Bike Lanes Only	0.9	1.0%
No Bike Lanes or Sidewalks	65.9	70.2%
TOTAL	93.8	100%

In the Downtown Huntersville area, there is a good network of Complete Streets paired with sections of sidewalks only. However, there are significant gaps in Complete Streets elements as one moves in any direction out of the Downtown area, making Downtown relatively inaccessible for people traveling by foot or bicycle.

The next section on the following pages examines the gaps in Complete Streets more closely.

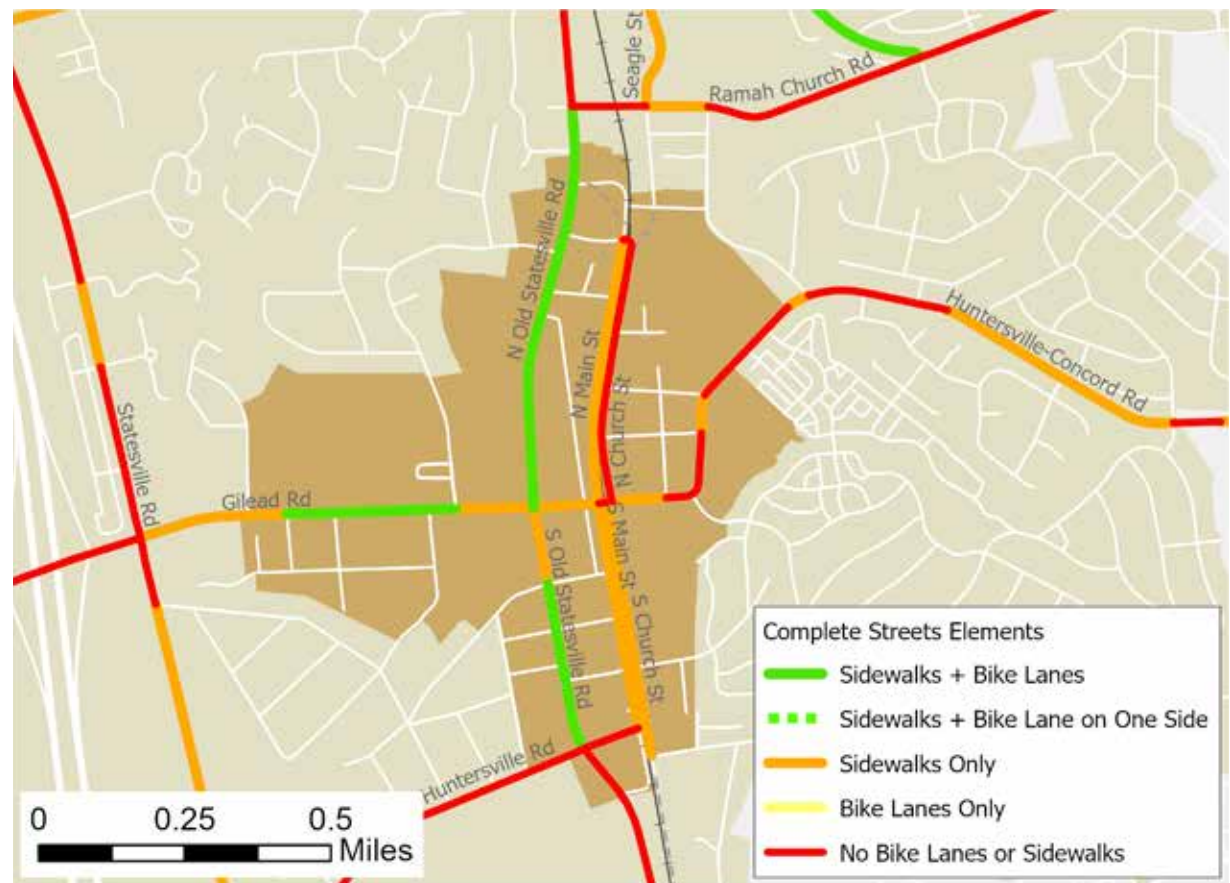


Figure 3.1. Downtown Inset of Complete Streets Analysis

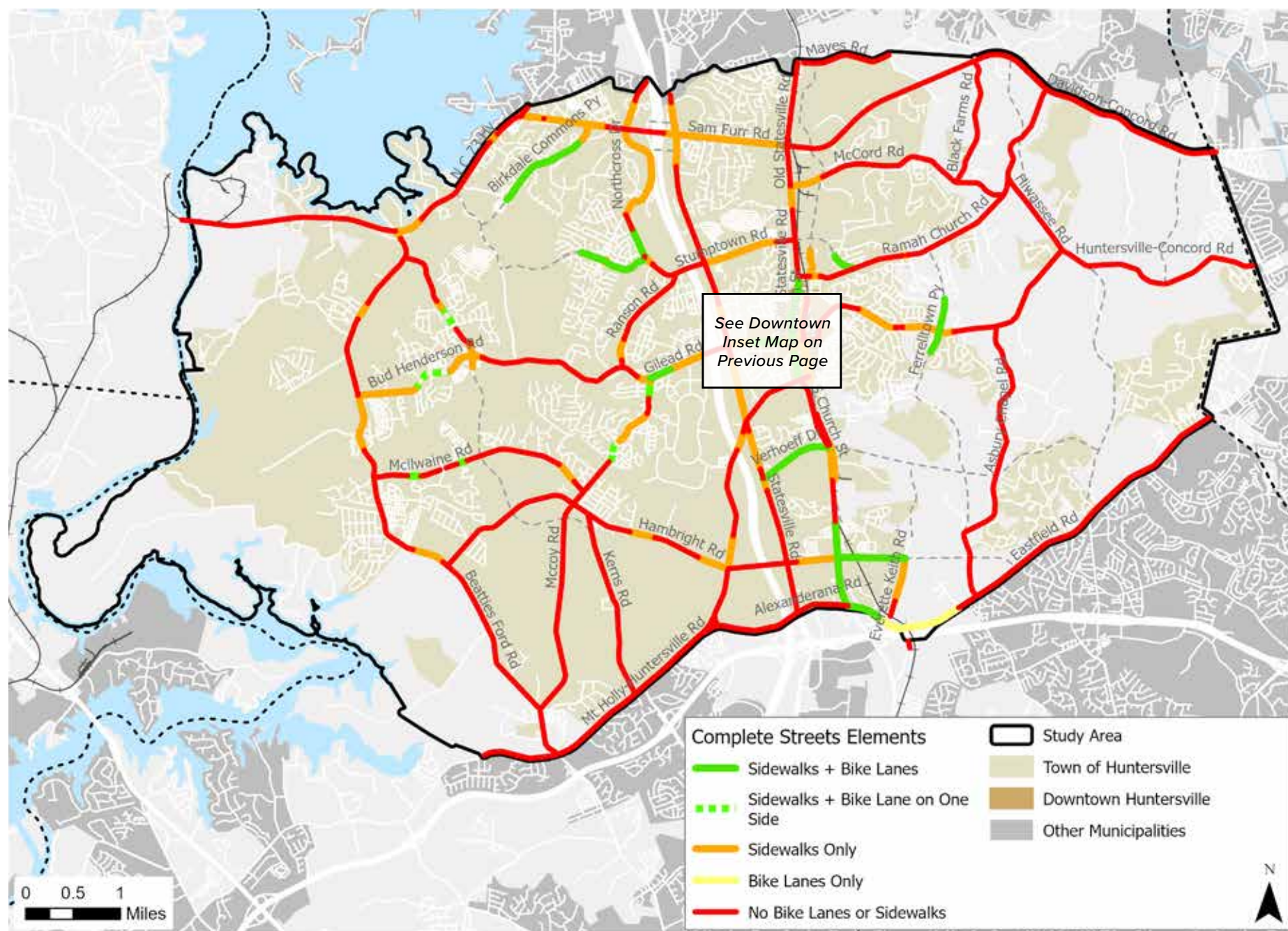


Figure 3.2. Complete Streets Analysis (Source: Town of Huntersville)

3.2 Pedestrian & Bicycle Network Gap Assessment

Given that the majority of thoroughfares (70%) are not Complete Streets, and there is a significant amount of improvements needed to create a more connected network of Complete Streets, an analysis of the gaps in pedestrian and bicycle facilities was conducted to identify priority gaps that, if filled, would provide connections to key destinations.

The analysis scored and ranked the gaps based on how many key destinations—schools, parks, transit stops, retail centers, and major employers—were within a quarter-mile of the gap. A quarter-mile distance was used, as this is the average distance a pedestrian is willing to walk to these types of destinations (bicyclists are typically willing to go further but a quarter-mile is still a commonly used measure to use for identifying gaps).

The analysis identified 34.0 miles of thoroughfares with neither sidewalks or bike lanes that are gaps in the network connecting to key destinations. There are approximately, 6.35 miles of multi-use paths (MUPs) recommended to fill gaps near schools and 3.54 miles of MUPs recommended to fill gaps connecting to parks.

There are long stretches on US 21 and NC 115 where there are frequent transit stops, but no pedestrian or bicycle infrastructure. Of the 34.0 miles of key gaps in the network, 12.34 miles included gaps to transit stops. The results of the gap assessment are shown in Figures 3.3 (Downtown Huntersville) and 3.4 (all of Huntersville).

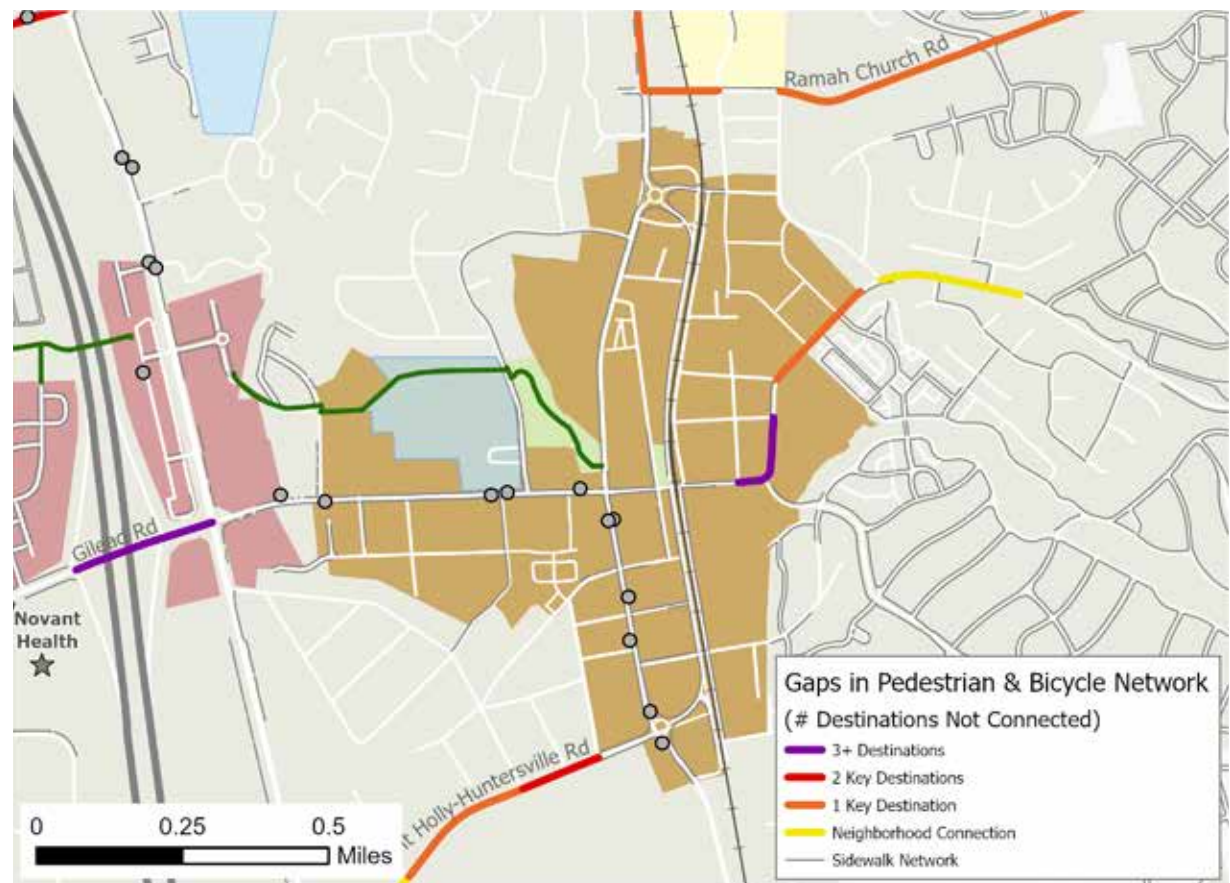


Figure 3.3. Downtown Inset of Gaps in the Pedestrian and Bicycle Infrastructure

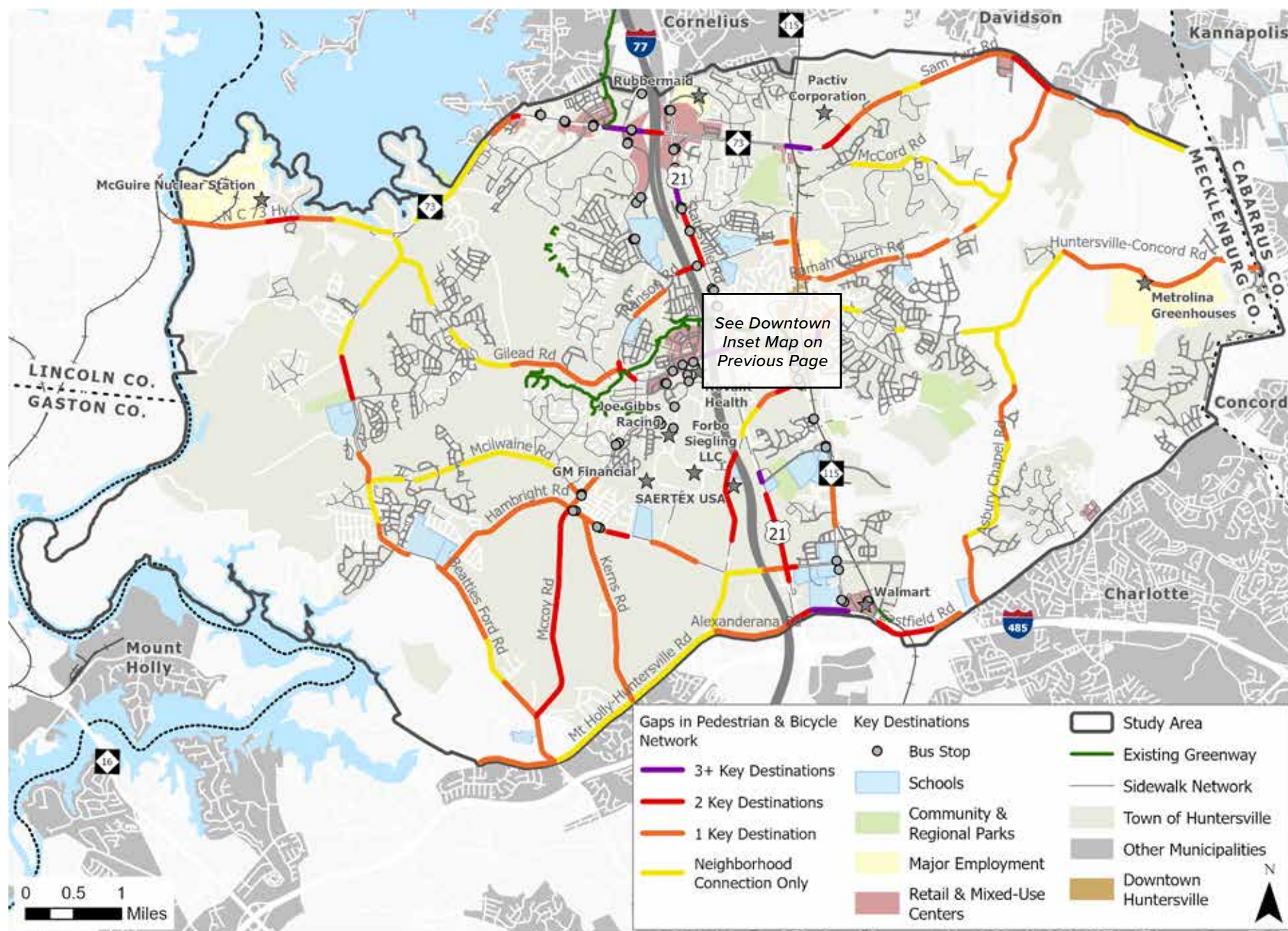


Figure 3.4. Gaps in the Pedestrian and Bicycle Infrastructure (Source: Town of Huntersville)

3.3 Bicycle Plan Recommendations

In 2020, Huntersville adopted its *Bike Plan Update*, which includes bicycle facility recommendations for the entire roadway network in Huntersville. The plan's recommendations were reviewed as a starting point for the recommended facilities to fill the gaps identified in the previous section. There are a total of 298.2 miles of bicycle facilities proposed in the Huntersville *Bike Plan Update* in 2020 (see Table 3.2, below and Figure 3.5 on the following page).

Table 3.2. Bicycle Facility* Inventory & Progress on *Bike Plan Update* Recommendations

Facility Type	Existing (Miles)	Proposed (Miles)	Completed Since Bike Plan Adoption (Miles)
Bike-Ped Connector	0	2.7	0
Bike Boulevard	0	90.8	0
Paved Shoulder	0	10.5	0
Bike Lanes	12.6	0	0.2
Buffered Bike Lanes	0	19.2	0
Separated Bike Lanes	0	6.6	0
Sidepath	0	88.8	0.2
Greenways	3.25	79.6	1.4
TOTAL	15.65	298.2	1.8

The *Bike Plan Update* of 2020 recommended a variety of bicycle facility types, ranging from signed “bike boulevards” along quiet neighborhood streets to fully separated bike lanes on busier thoroughfares. The primary facility type recommended on thoroughfares is sidepaths, with 88.8 miles recommended. The *Bike Plan Update* prioritized six projects for near-term implementation. Since the update, none of these projects have been completed. Project 5, a proposed sidepath, is being partially built as a current sidewalk project and Project 6 is in the NCDOT TIP for construction in 2026. The six priority projects are:

1. **Stumptown Road:** sidepath between Hugh Torance Parkway and NC 115
2. **Mt Holly-Huntersville Road/Reese Boulevard:** sidepath between the business park loop and NC 115
3. **Bike + Ped Connections:** short sidepaths between and within Monteith Park, Shepherds Vineyard, Ashton Acres, North Mecklenburg Park, Northcross Downs, Hamptons
4. **Huntersville-Concord Road:** sidepath between Downtown Huntersville and Asbury Chapel Road
5. **McCoy Road:** sidepath between Gilead Road and Hambright Road
6. **The Park-Huntersville:** a greenway between McCoy Road and Mt. Holly Huntersville Road

The Town should continue to prioritize funding to implement/construct these projects.

Bicycle Facility Types

- » **BIKE BOULEVARD.** A bicycle boulevard is a low-stress shared roadway that is designed to offer priority for bicyclists operating within a roadway shared with motor vehicle traffic.
- » **BIKE LANES.** Bike lanes designate an exclusive space for bicyclists through the use of pavement markings and signage.
- » **BUFFERED BIKE LANES.** Buffered bike lanes are conventional bike lanes with a painted buffer between the bike lane and the travel lane.
- » **SEPARATED BIKE LANES.** Separated Bike Lanes are dedicated bikeways that use a concrete curb, plastic posts, or other vertical elements to provide separation from motor vehicle traffic.
- » **BIKE + PED CONNECTOR.** A bicycle + pedestrian connector (bike + ped connector) is a multi-use path that connects bicycle and/or pedestrian facilities across short distances. Imagine a short connection from a residential neighborhood to a nearby greenway.
- » **PAVED SHOULDERS.** Paved shoulders on the edge of roadways can be enhanced to serve as a functional space for bicyclists.
- » **SIDEPATH.** A sidepath is a multi-use path along a roadway that provides a travel area—for bicyclists and pedestrians—separate from motorized traffic.
- » **GREENWAY.** A greenway is a multi-use that is not along a roadway, but instead along utility corridors, railroad alignments, and greenway/stream corridors.
- » **CROSSING IMPROVEMENTS.** Roadway crossings represent a key safety challenge for bicyclists, especially at non-signalized intersections, greenway crossings, or across streets lacking bicycle and pedestrian infrastructure.

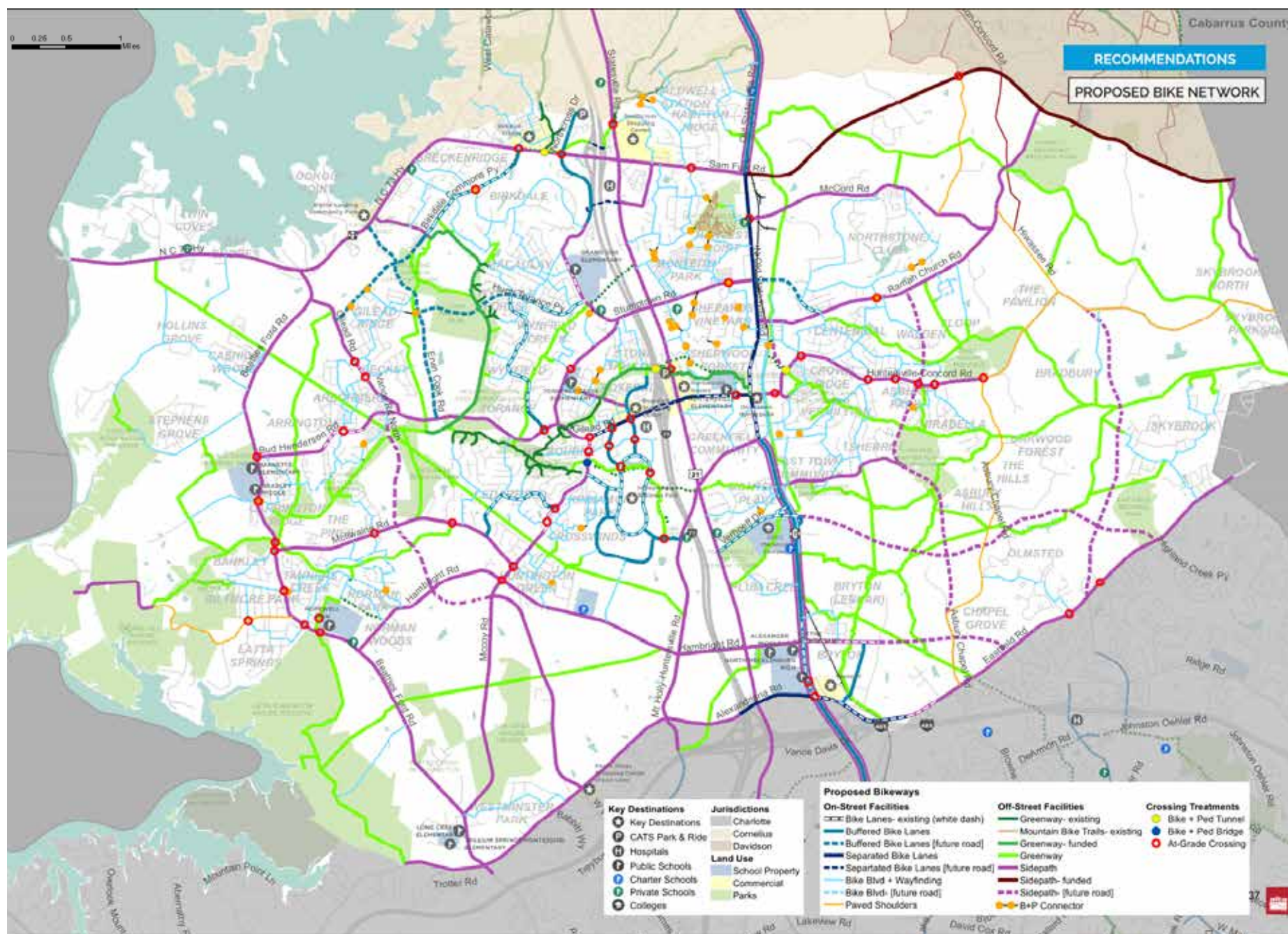


Figure 3.5. Huntersville Bike Plan Update's Proposed Bike Network (Source: Town of Huntersville)

3.4 Constraints & Barriers Analysis

In addition to identifying the gaps in bike and pedestrian infrastructure, an analysis of barriers to bike and pedestrian travel was conducted. The major barriers identified include bridges, both small and large, the “Red Line” railroad (formerly owned by Norfolk Southern), Interstate 77, and multiple high-speed corridors, as shown in Figure 3.6 on the following page. The bridges lack sidewalks for pedestrians to safely cross without walking within the road and do not include bicycle facilities. The *2020 Bike Plan Update* proposes 20 bicycle facilities along road segments or creeks that cross or pass under 20 bridges. Some of these bridges have already been built or updated. The remaining of these bridges need to be assessed to determine their feasibility to accommodate the proposed bike and/or pedestrian facility (Table 3.3, at right).

The railroad that is adjacent to NC 115 creates another east-west barrier towards the eastern edge of the Town. The eastern and western sides of the Town are separated due to the lack of pedestrian and bicycle facilities. There are approximately seven projects with railroad crossings proposed from the *Bike Plan Update*. These crossings will need to be coordinated with Norfolk Southern. There is also a portion of the proposed greenway to run adjacent to the active rail line, which will need additional coordination.

Interstate 77 bisects the Town north-south with three interchanges and two road crossings that lack bike and pedestrian facilities. The *2020 Bike Plan Update* proposes four facilities on the bridges and two greenways that go underneath the interstate. Interstate 77 includes a toll road, with both the toll portion and free portion of the interstate having access on certain interchanges. Hambright Road is an entry/exit for toll users only. Gilead Road and Sam Furr Road provide access for non-toll vehicles. These interchanges all have proposed bicycle facilities and will need to be designed carefully to provide maximum safety considerations for vehicles entering and exiting the interstate at high vehicular speeds.

Speed limits are the most ubiquitous constraint to the pedestrian and bicycle network. Crossing or riding along roadways with high speeds are potentially hazardous. The National Highway Traffic Safety Administration (NHTSA) states that a crash involving a vehicle going 30 mph has a 50% likelihood of resulting in a serious fatal injury for a pedestrian, with that likelihood increasing as speed increases.¹ Most of the high-speed corridors are proposed to accommodate a bicycle facility or, in the case of Gilead Road, users could be served by a greenway going underneath Interstate 77 that connects to the corridor. All of the roads with speeds of 35 mph or higher are maintained by NCDOT.

¹ National Highway Traffic Safety Administration (2018) TRAFFIC SAFETY FACTS: Pedestrian and Bicyclist Data Analysis. Washington, DC: NHTSA Office of Behavioral Safety Research.

Table 3.3. Summary of Existing and Proposed Multimodal Facilities on Bridges

No.	Roadway	Bridge Crosses Over	Proposed Facility Type on Bridge
1	Sam Furr Rd	Interstate 77	Sideways and sidewalks with future new interchange
2	Devonshire Rd	McDowell Creek	Sidewalk (existing)
3	Black Farms Rd	Ramah Creek	Sidewalk (possible greenway under bridge)
4	Ramah Church Rd	Ramah Creek	Sidewalk (possible greenway under bridge)
5	McAuley Rd	Ramah Creek	None
6	Huntersville-Concord Rd	Ramah Creek	Sidewalk (possible greenway under bridge)
7	Stumptown Rd	Interstate 77	Sideways
8	Bud Henderson Rd	McDowell Creek Tributary 2	Sideways
9	Gilead Rd	McDowell Creek	Sidewalk (greenway under bridge)
10	McCoy Rd	Torrence Creek	Sidewalk (future greenway under bridge)
11	Gilead Rd	Interstate 77	Sidewalk/sidewalk (under construction)
12	Asbury Chapel Rd	South Prong Clarke Creek	Sidewalk (possible greenway under bridge)
13	Beatties Ford Rd	McDowell Creek	Sidewalk (possible greenway under bridge)
14	McIlwaine Rd	McDowell Creek Tributary 1	Sideways
15	US-21	Mt. Holly-Huntersville Rd	Sideways (sideways under bridge)
16	Mt Holly-Huntersville Rd	Interstate 77	Sideways
17	Neck Rd	McDowell Creek	Sidewalk
18	McCoy Rd	Gar Creek	Sideways (possible greenway under bridge)
19	Hambright Rd	Interstate 77	Sideways
20	Hambright Rd	Railroad	Sideways
21	Alexandriana Rd	Interstate 77	Sideways
22	Eastfield Rd	Railroad	Sideways

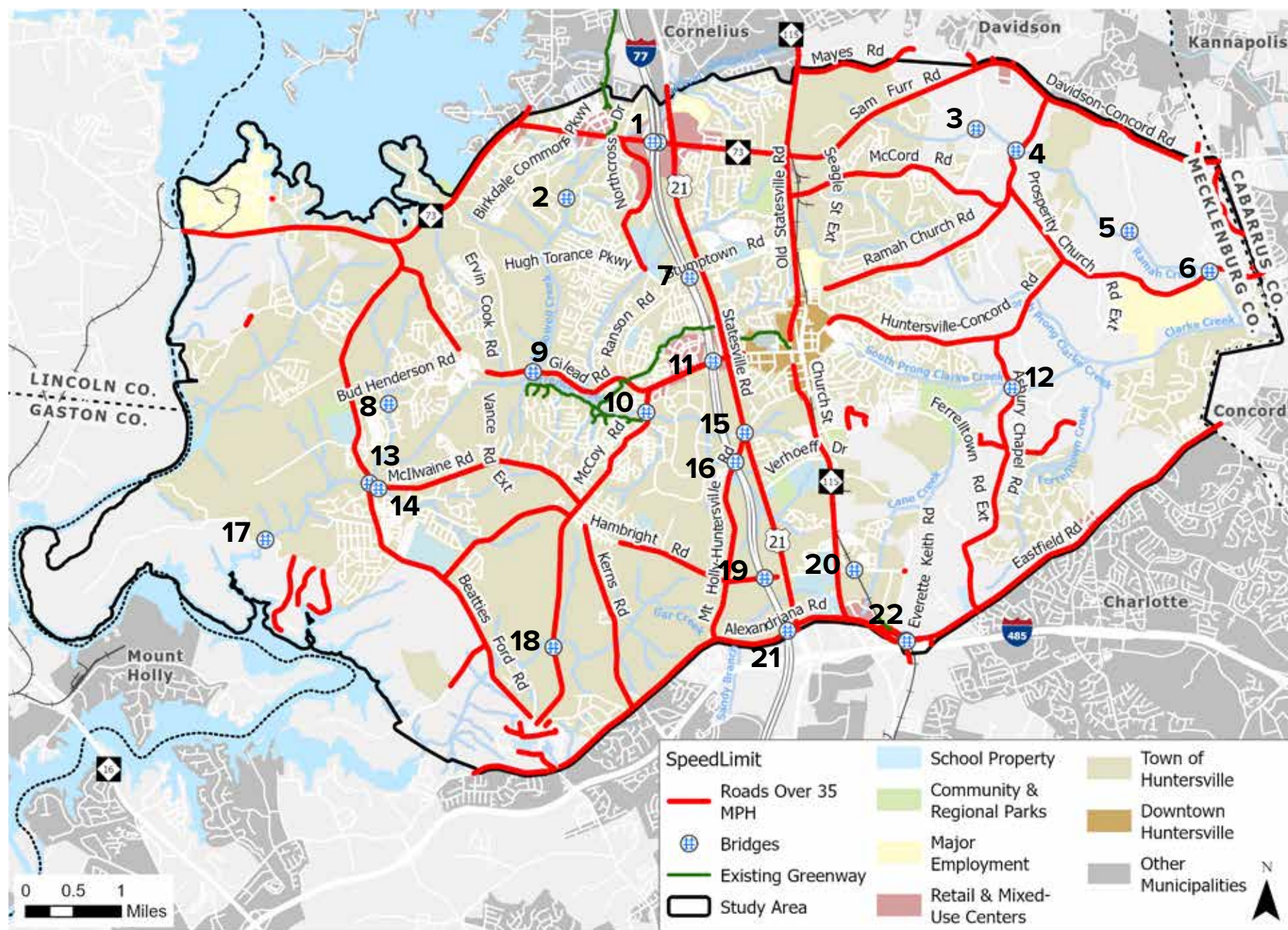


Figure 3.6. Constraints for Pedestrians and Bicycles (Source: Town of Huntersville)

3.5 Roadway Gap Analysis

North/South Connectivity & Gaps

The Town's street network is organized around a north-south axis of high-capacity roadways that serve substantial regional flows of traffic to and from Charlotte. These include 11.69 miles of Interstate 77, and 6.2 miles of US 21. Together these routes directly connect three of the six Mixed-Use Centers identified in the Town's Comprehensive Plan Future Land Use Map (Figure 3.7). These three north-south routes are also paralleled by the freight railroad line, historically operated by Norfolk Southern, but recently purchased by the City of Charlotte.

Within Town limits there are interstate interchanges at NC 73 (Sam Furr Rd) and Gilead Road and Hambright Road. US 21 and NC 115 provide the highest level of access to the Town's roadway network in the north/south direction, whereas the interstate accommodates a greater share of regional through-traffic.

NC 115 is approximately one mile to the east of US 21 and directly connects the Future Land Use Map's other three Mixed Use Centers, and access to Interstate 485 to the south. Main Street parallels NC 115 for one mile to provide additional north/south accessibility to the Downtown Huntersville mixed-use area. Mt. Holly-Huntersville Road is the only north/south route to cross the interstate barrier, connecting Downtown

Huntersville to the southwest portion of the Town, and to the future Mixed-Use Center area that is currently undeveloped.

To the west, Beatties Ford Road provides north/south access to areas designated in the Future Land Use Map as Transitional and Rural, while Asbury Chapel Road serves similar areas to the east. These are two-lane Minor Thoroughfares that serve rural land uses. Otherwise, there is limited north-south connectivity west of I-77 in the "Community Core" or "Transition" areas, as there is not a single, connected corridor through the core, like US 21 or NC 115 on the east side. The Comprehensive Transportation Plan recommends new minor thoroughfares, Vance Road and Ervin Cook Rd, to improve north-south connectivity on the west side of town.

On the east side of town, there is limited north-south connectivity outside of the "Community Core." Ferrelltown Parkway and Prosperity Road are recommended future minor thoroughfares that could provide vital north-south connectivity to I-485 for eastern Huntersville. Future development will require completion of these roadways to provide north/south mobility and connections to existing east/west routes.

East/West Connectivity & Gaps

Limited east/west connectivity is a trade-off for the efficient mobility offered by the interstate. Six roadways cross I-77 and the Norfolk Southern rail line. Of these, only NC 73, located at the Town's northern edge, crosses the entirety of

the incorporated Town limits and beyond to neighboring jurisdictions. As a multi-lane, divided Boulevard, this road offers the most direct and highest capacity east/west service.

Stumptown Road and Gilead Road are Minor Thoroughfares that offer additional connections between the Town's northern and central Mixed-Use Centers. These roadways serve local east/west traffic. The CTP recommends Hugh Torance Parkway, a Minor Thoroughfare, to extend westward through the Wynfield Forest neighborhood across McDowell Creek.

Hambright Road currently transitions from a Minor Thoroughfare in the west to a Major Thoroughfare east of Mt. Holly-Huntersville Road, and ends at Everette Keith Road, just east of its crossing of the railroad. This terminus leaves an approximately one-mile gap between Hambright Road and the next north/south corridor, Eastfield Road. The CTP recommends completing this gap as a Major Thoroughfare to accommodate traffic from development in this future Mixed-Use area.

At the Town's southern edge, Mount Holly-Huntersville Road/Alexandriana Road/Eastfield Road provides additional east/west connections on a Major Thoroughfare to serve the southern Mixed-Use Centers. East/West roadways are generally connecting people to the highways to get south to Charlotte or north to Mooresville.

Figure 3.7 shows the street network in the Town, and future roadway connections, with the average number of daily vehicular trips displayed to reflect relative traffic patterns.

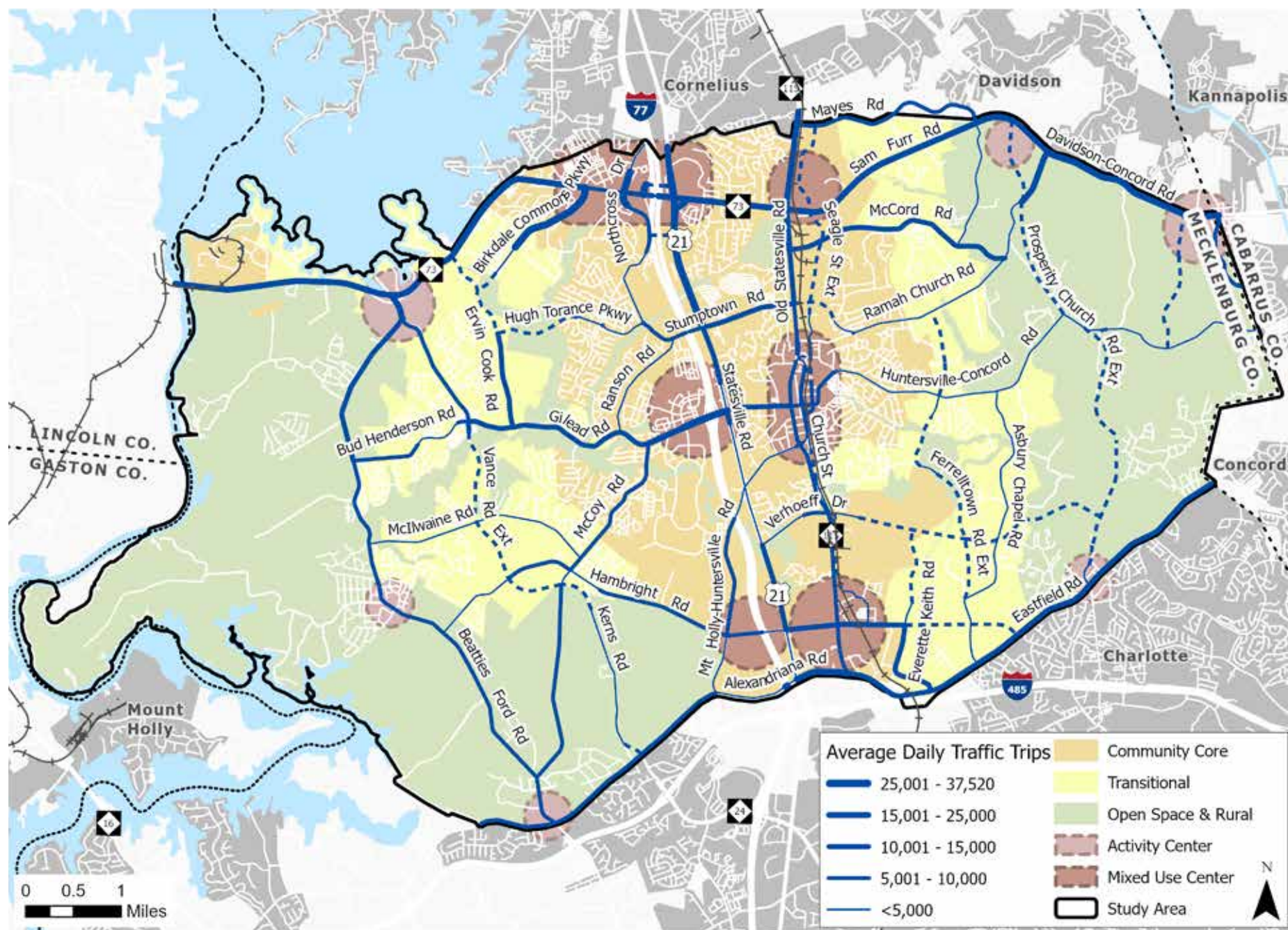


Figure 3.7. Average daily traffic counts in Huntersville (Source: Replica Dashboard accessed 6/10/24. <https://studio.replicahq.com/>)

3.6 Thoroughfare Plan Build-Out

Prior to the Comprehensive Transportation Plan (CTP), the long-range transportation plan was called the Thoroughfare Plan (TP), and it was maintained by the Charlotte-Mecklenburg Metropolitan Planning Organization/Mecklenburg-Union Metropolitan Planning Organization (MUMPO), which were precursors to the Charlotte Regional Transportation Planning Organization (CRTPO). Previous Thoroughfares Plans were reviewed to assess how much progress has been made on building out the long-range vision for the thoroughfare network in Huntersville. The first TP to cover all of Huntersville and all of Mecklenburg County) dates back to 1988, (see Figure 3.8, at right).

The population of Huntersville in 1988 was less than 3,000 people. Since then, the Town has grown more than 20 fold to over 65,000 people, yet no new thoroughfares were built between 1988 and 1997 (see Figure 3.9 on the following page), when the population exploded by 6 fold to nearly 25,000. The first section of Birkdale Commons Parkway was built in 1997, and it was subsequently extended with new residential developments in 2002 and 2017. This thoroughfare was not part of the 1988 TP, nor was Ferrelltown Parkway, which shows up in the 2002 TP. A small section of Ferrelltown Parkway has been built in 2019, with more planned to connect to Ramah Church Road by 2026.

The sections of thoroughfares from the 1988 TP that have been built include:

- Hugh Torance Parkway (shown as an extension of Stumptown Road in the 1988 TP), between Stumptown Road and Wynfield Creek Parkway,
- A new Gilead Road connection to Bud Henderson Road
- An extension of Stumptown Road off of Ramah Church Rd, and

- An extension of Hambricht Road between NC 115 and Everette Keith Road

These new thoroughfares, built since 1997, amount to 1.6 miles, while the population has more than doubled again to over 65,000.



Figure 3.8. 1988 Charlotte-Mecklenburg Thoroughfare Plan (Source: Town of Huntersville)

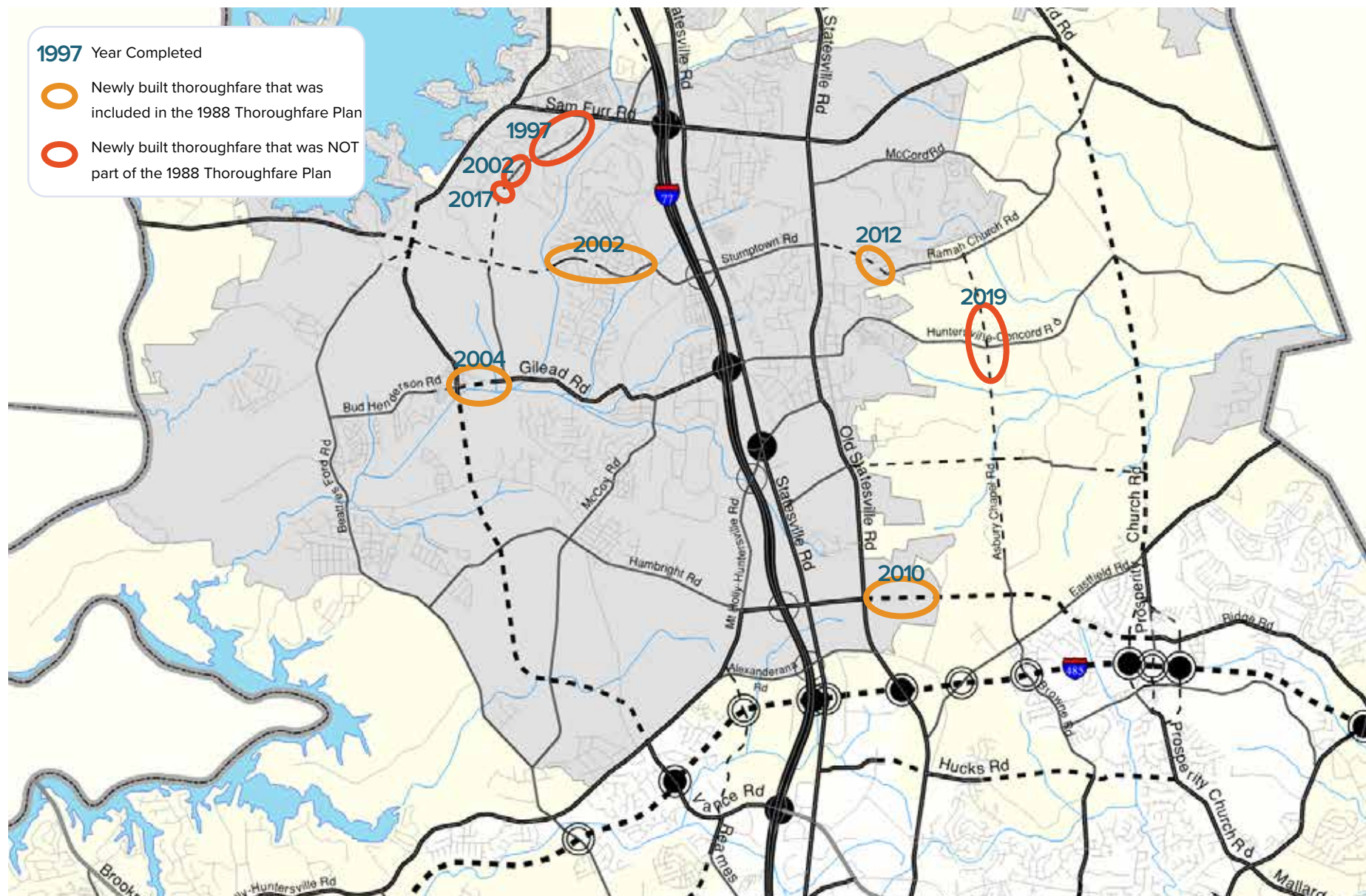


Figure 3.9. 2002 Mecklenburg-Union Metropolitan Planning Organization Thoroughfare Plan (Source: Town of Huntersville)

3.6 Traffic Growth Analysis

The North Carolina Department of Transportation (NCDOT) maintains a database of historic traffic counts along its roadways. These were analyzed for existing thoroughfares to understand how vehicular travel demand has changed as the Town has grown. NCDOT's traffic count station locations are shown in Figure 3.10 at right, and the figures on the following pages summarize the traffic count trends since 2002 for existing roadways:

Boulevards
NC 73
US 21
Gilead Road (west of US 21)
Kerns Road (future Vance Road extension)
Major Thoroughfares
NC 115
Mt Holly-Huntersville Road (west of US 21)
Hambright road (Mt Holly-Huntersville Road to Everette Keith Rd)
Minor Thoroughfares
Beatties Ford Road
Bud Henderson Road
Hambright Road (west of Mt Holly-Huntersville Road)
McCoy Road
Stumptown Road
Ramah Church Road
Gilead Road (east US 21)
Huntersville-Concord Road
McCord Road
Mayes Road

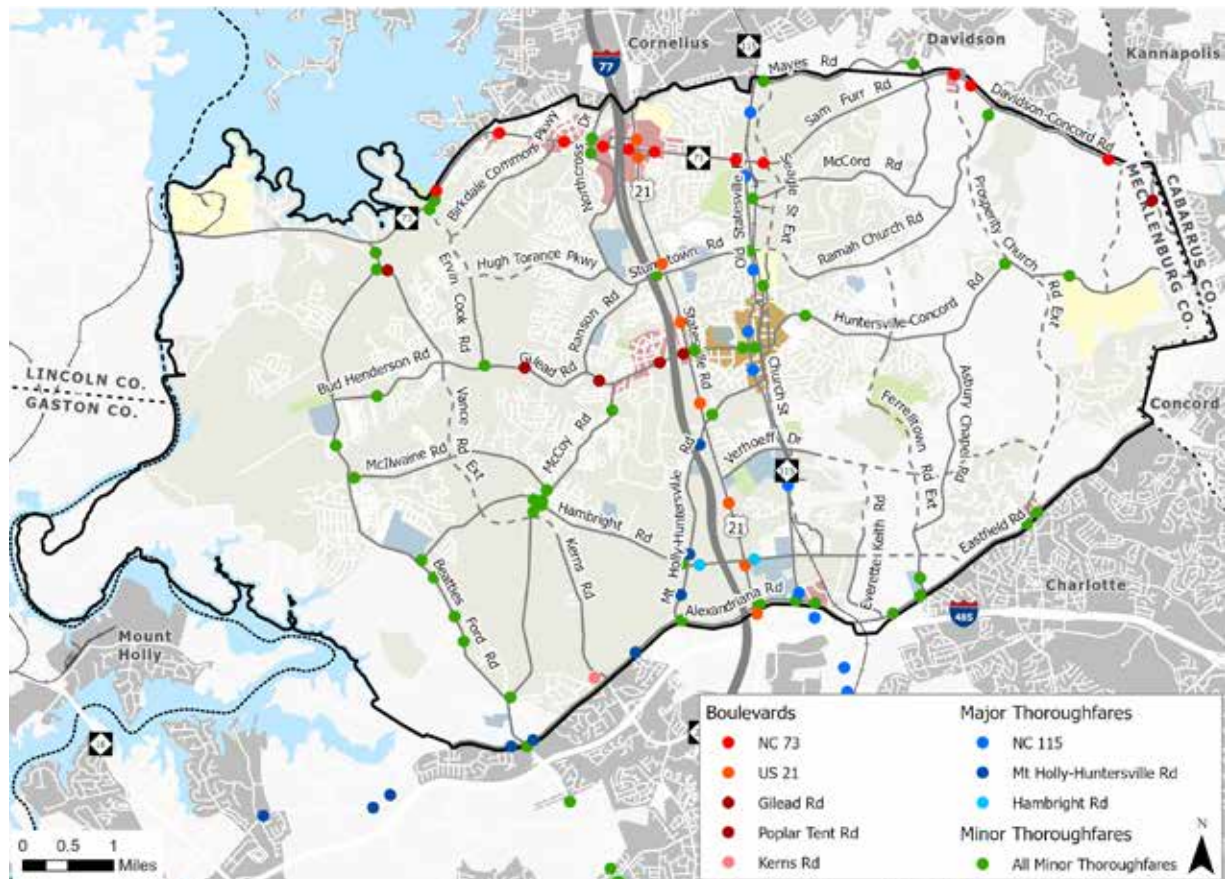


Figure 3.10. NCDOT Traffic Count Stations (Source: <https://www.arcgis.com/apps/webappviewer/index.html?id=964881960f0549de8c3583bf46ef5ed4>)

These graphs depict traffic counts along segments of major roadways in Huntersville. Each graph also shows the traffic projections for the corridor for the year 2050, based on the Metrolina Regional Traffic Model (MRM) that the Charlotte Regional Transportation Planning Organization maintains.

The graphs show that across a number of major corridors, the traffic counts are relatively stable on any given section over the time period from 2002 to 2022, when the Town's population grew from about 25,000 to over 60,000. The major jumps in traffic counts are seen on sections of roadways that were widened (e.g., NC 73 east of Birkdale) and then traffic counts increased and approached the new capacity limit. This phenomenon is referred to as induced demand, where roadway widening increases capacity, but does not eliminate congestion because traffic grows to meet the new capacity threshold, and congestion returns again at the new capacity limit.

There is a diminishing ability to continue to meet capacity demand by widening roads, as the availability of land decreases with new development, and the cost of right-of-way increases. Creating opportunities for alternative modes of transportation, in the form of bicycle and pedestrian investments can offer improved access and mobility options in places where further roadway widening is not a viable option.



Figure 3.11. Average daily traffic counts on NC 73, west of West Catawba Avenue, 2002-2023 (Source: same as Figure 3.10)

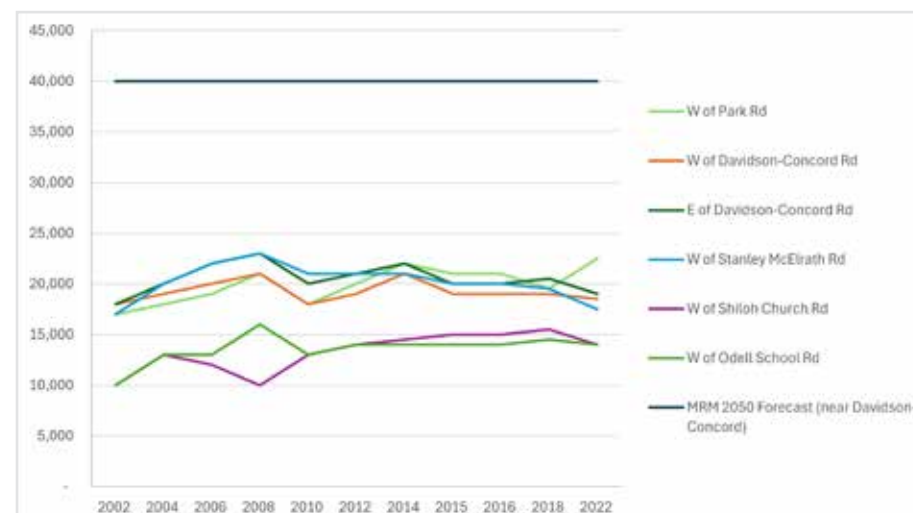


Figure 3.12. Average daily traffic counts on NC 73, east of NC 115, 2002-2022 (Source: same as Figure 3.10)

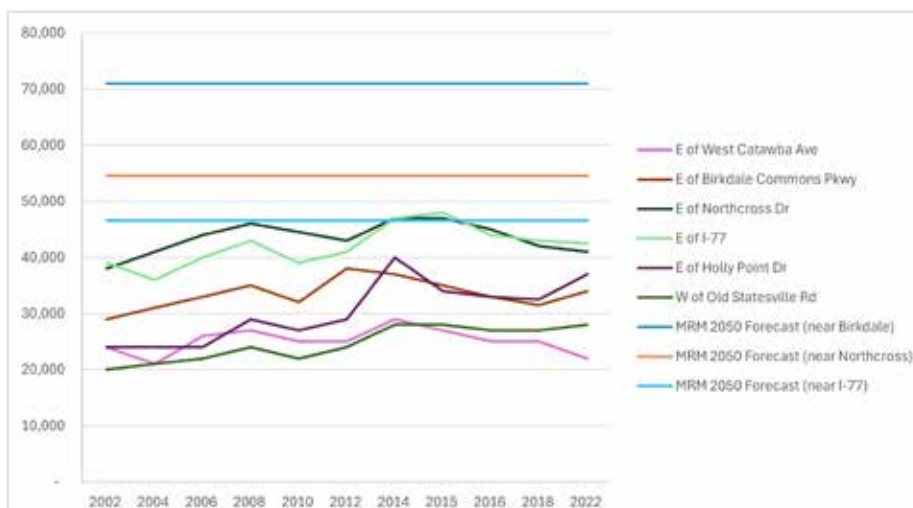


Figure 3.13. Average Annual Daily Traffic (AADT) counts on NC 73, between West Catawba Avenue and NC 115, 2002-2022 (Source: same as Figure 3.10)

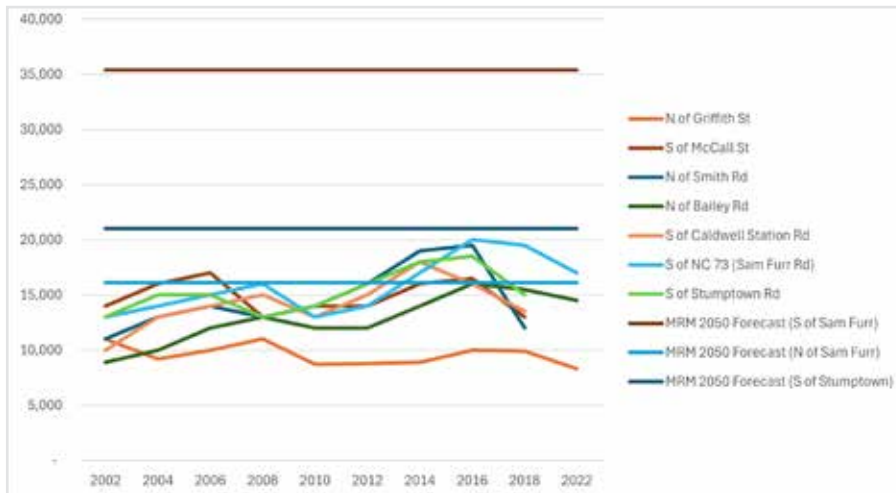


Figure 3.14. Average daily traffic counts on NC 115, north of Ramah Church Road, 2002-2023 (Source: same as Figure 3.10)

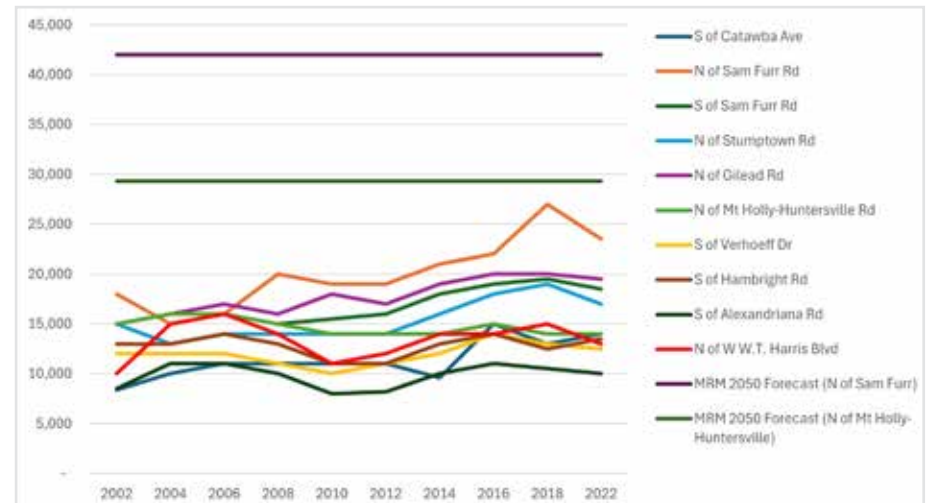


Figure 3.16. Average daily traffic counts on US 21, 2002-2022 (Source: same as Figure 3.10)



Figure 3.15. Average daily traffic counts on NC 115, south of Gilead Road, 2002-2022 (Source: same as Figure 3.10)

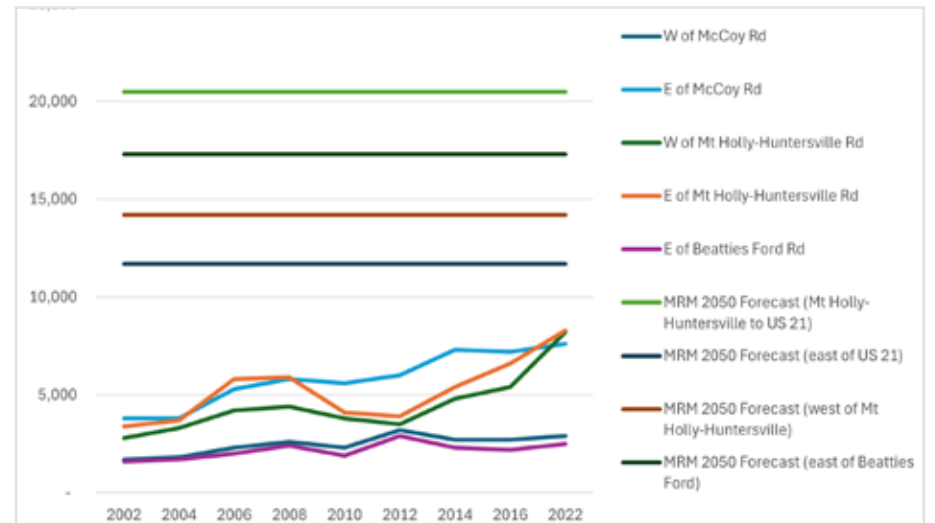


Figure 3.17. Average daily traffic counts on Hambright Road, 2002-2022 (Source: same as Figure 3.10)

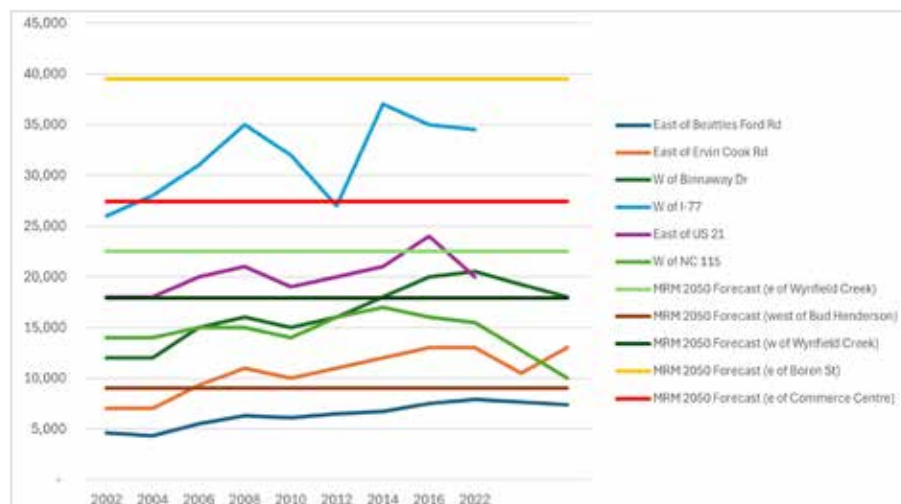


Figure 3.18. Average daily traffic counts on Gilead Road, 2002-2023 (Source: same as Figure 3.10)

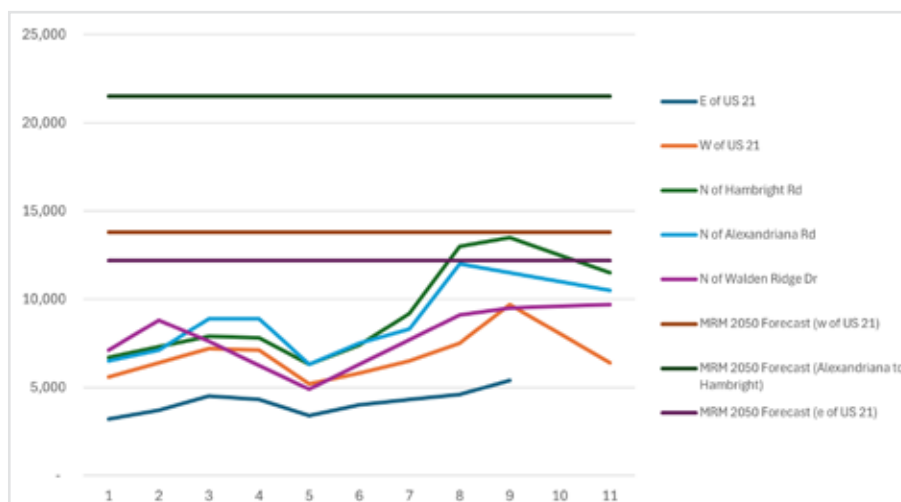
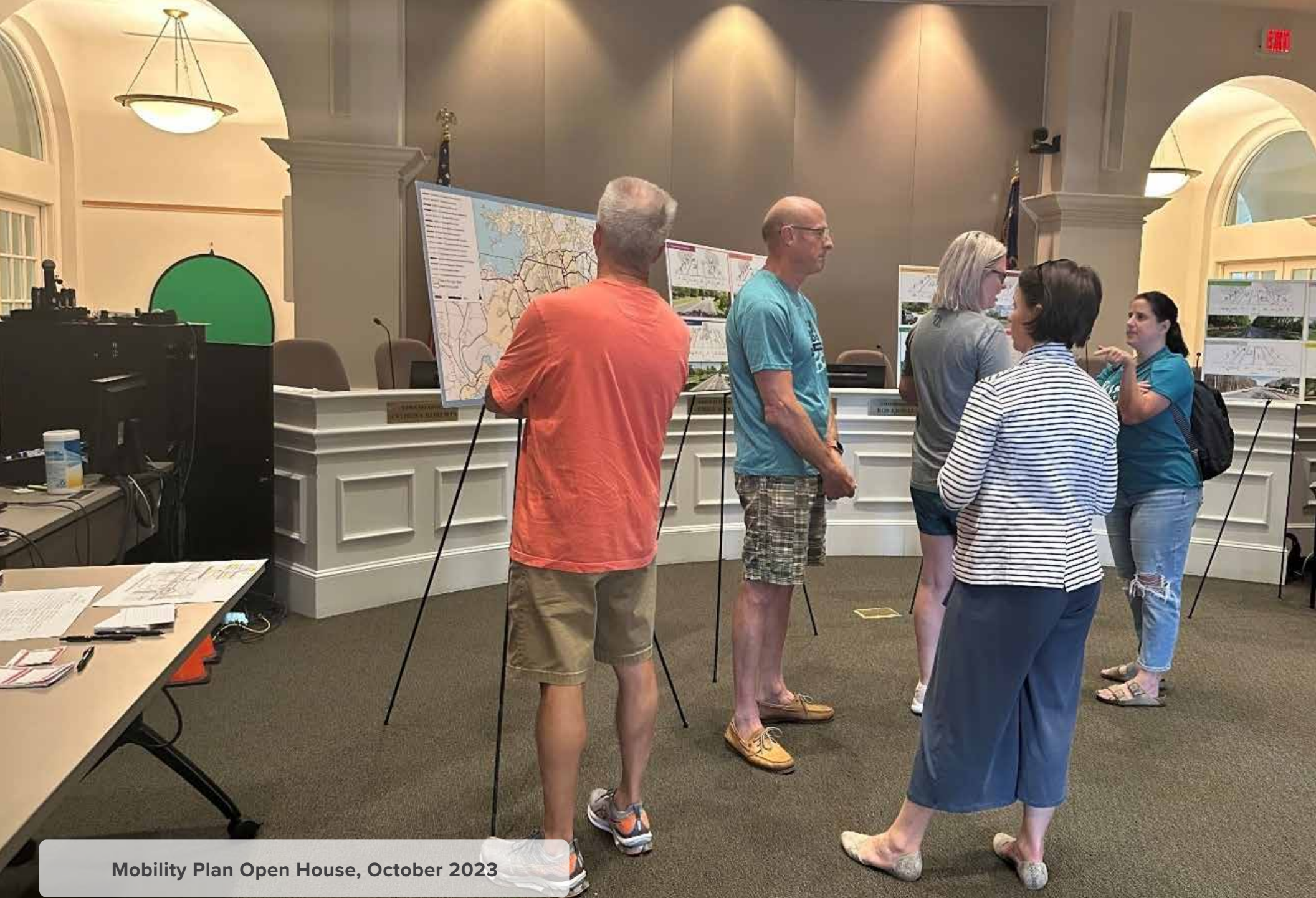


Figure 3.19. Average daily traffic counts on Mt Holly-Huntersville Road, 2002-2022 (Source: same as Figure 3.10)



Mobility Plan Open House, October 2023



CHAPTER 4

Community Outreach & Engagement

4. COMMUNITY OUTREACH & ENGAGEMENT

Crafting a vision for mobility requires a continuous and inclusive process. It needs a thoughtful approach to engaging the community and empowering stakeholders. The community engagement process was based on collaborative planning and consensus building to provide a deep understanding of local dynamics and community expectations. This chapter summarizes the Community Engagement process and highlights some of the events that took place during project development.

A multi-faceted approach was used to gather input, and to reach the community at large. The public outreach events included:

- Technical Committee meetings
- Community survey in English and Spanish
- Community Focus Groups
- Open House

4.1 Technical Committee Meetings

The TC was composed of staff from the following agencies: Town of Huntersville, Charlotte Regional Transportation Planning Organization (CRTPO), North Carolina Department of Transportation (NCDOT) Transportation Planning Division (TPD), NCDOT Integrated Mobility Division, and Division 10 and Charlotte Area Transit System (CATS).

The TC met three times during the project development; the committee provided guidance regarding the community engagement, development of prioritization criteria, and development of the multimodal network.

4.2 Community Survey

The first phase of the project focused on a community survey that drew more than 500 responses.

The responses helped establishing community preferences and priorities. This information was used to inform the recommendations and project prioritization process.

The survey indicated that it is important for the community to experience less traffic congestion, to have more opportunities to walk and to establish more greenway connections through Town (Figure 4.1).

Overall, the respondents indicated that they support enhancing and improving mobility options for all, with more people on foot, bikes, and buses and fewer cars on the road. This was followed by becoming the most livable town in the region (Figure 4.2).

When the community was asked about transportation priorities, the top three responses were safety, speed and relieving rush hour congestion (Table 4.1).

The respondents were also asked to rank in order of most important to least important, the considerations that were critical in responding to transportation challenges. The most frequently selected top priority was “improved traffic flow,” followed by “I can connect to important destinations in town” (Table 4.2).

The responses to all survey questions can be found in Appendix B, starting on page 123.

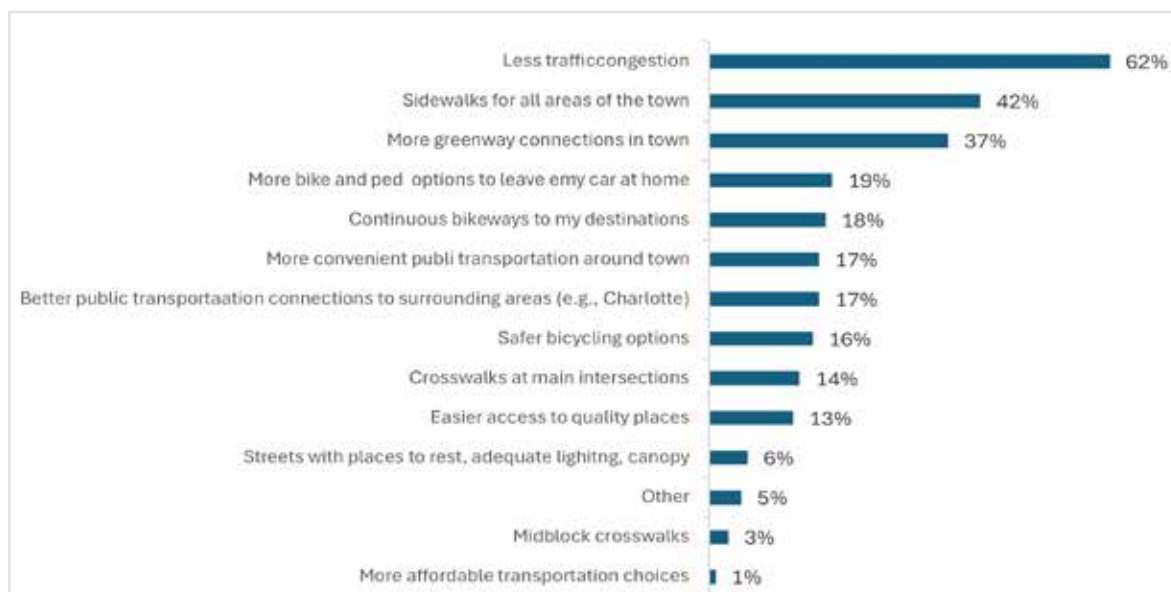


Figure 4.1. Three desired changes to improve travel in Huntersville (N=414)



Figure 4.2. Why Respondents Support Investment in Active Transportation in Huntersville (N=356)

Table 4.1. Transportation Project Priorities (N=213)

Transportation Project Priorities	Rank
Safety (reducing crashes, providing more separation between pedestrians/bicyclists and vehicles)	1
Speed (improving travel times)	2
Relieving rush hour congestion	3
Multimodal opportunities	4
Broadest impact across Town	5
Appearance	6
Cost	7

Table 4.2. Important Considerations for New Transportation Challenges (N=206)

Most important consideration for you in responding to new transportation challenges	Rank
Improved traffic flow, less traffic backup at traffic signals	1
I can connect to important destinations in Town	2
I can safely walk or bike to my destinations	3
The transportation options give me access to jobs, medical services, schools	4
All the members of the community have access to similar transportation options	5
My transportation choices help reduce greenhouse gases and address climate change	6
I have access to new technologies, such as driving electric vehicles or autonomous vehicles	7

4.3 Community Focus Groups

The survey effort was complimented with two community focus group sessions held on May 23, 2023, that attracted more than 40 people.

The focus group sessions provided an opportunity to confirm the community priorities expressed in the survey, to help the Town identify projects and investment strategies.

Participants were asked to rank their priorities for project funding considerations—what a project would affect or aspects of the project itself mattered most (Figure 4.3). The participants had three options to select from, top, medium, and low priorities. When the afternoon and evening participants votes were combined, the most important consideration was Connectivity/Mobility, Quality of Life and Congestion followed this top priority. Safety was the medium priority most commonly followed by Connectivity/Mobility. This shows that the attendees consider connectivity/mobility options as the most important aspects of the mobility plan.

The attendees were asked to rank their priorities for types of transportation projects as well as priority funding considerations (Figure 4.4). Overall, there seemed to be great interest in improving connectivity for bicyclists and pedestrians.

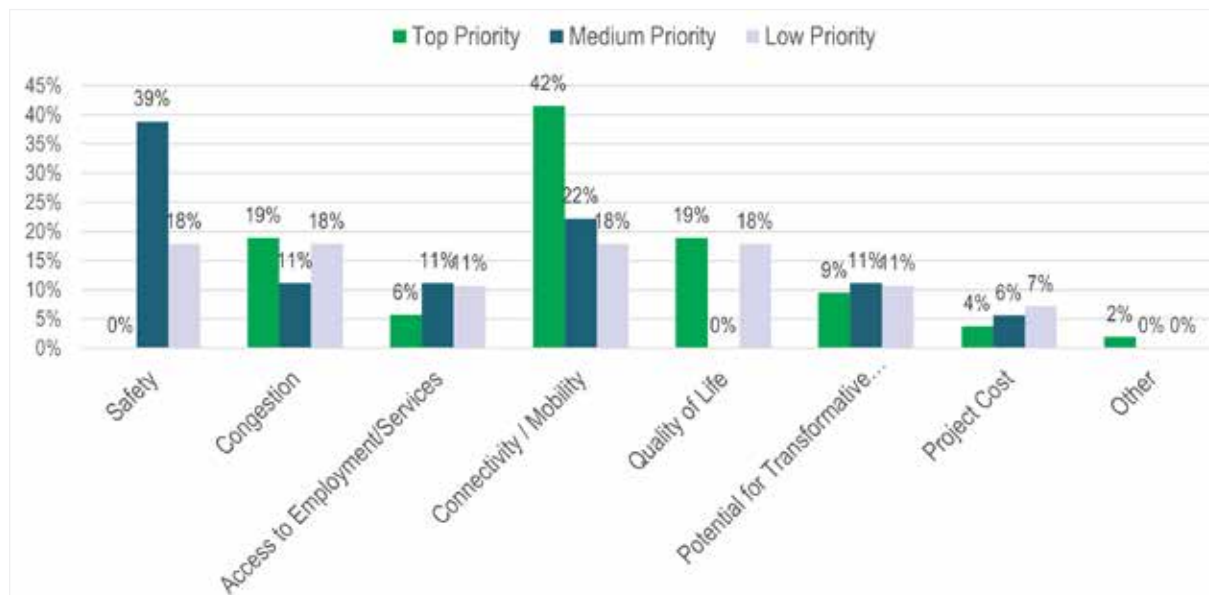


Figure 4.3. Priority Funding Considerations (N=41)

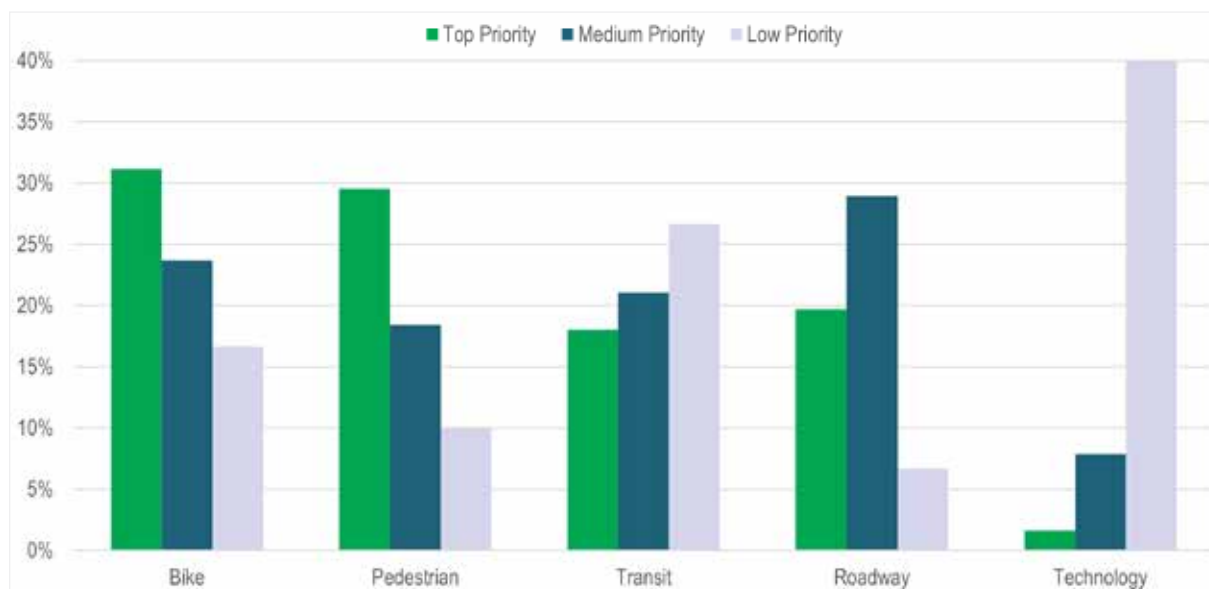


Figure 4.4. Priority Project Type Preferences (N=41)

4.4 Open House

An open house was held on October 4, 2023. The purpose of the open house was to present multimodal solutions developed to address the mobility needs and preferences identified through earlier rounds of analysis and public engagement. This informational session drew 25 participants.

Members of the public reviewed the cross-sections developed to retrofit the existing roads and design future roads to create a network of Complete Streets (Figure 4.5).

The meeting included a presentation explaining the importance of the priority process, and the scores considered to rank projects. Overall, the attendees were interested in the types of multimodal facilities proposed for each cross-section and in some cases, they wanted to understand the impacts to properties along those corridors.

This public engagement effort bolstered the survey results, where support for multimodal infrastructure was expressed, and provided citizens with the opportunity to elaborate on their specific needs and priorities for the future design of the transportation network in Huntersville.

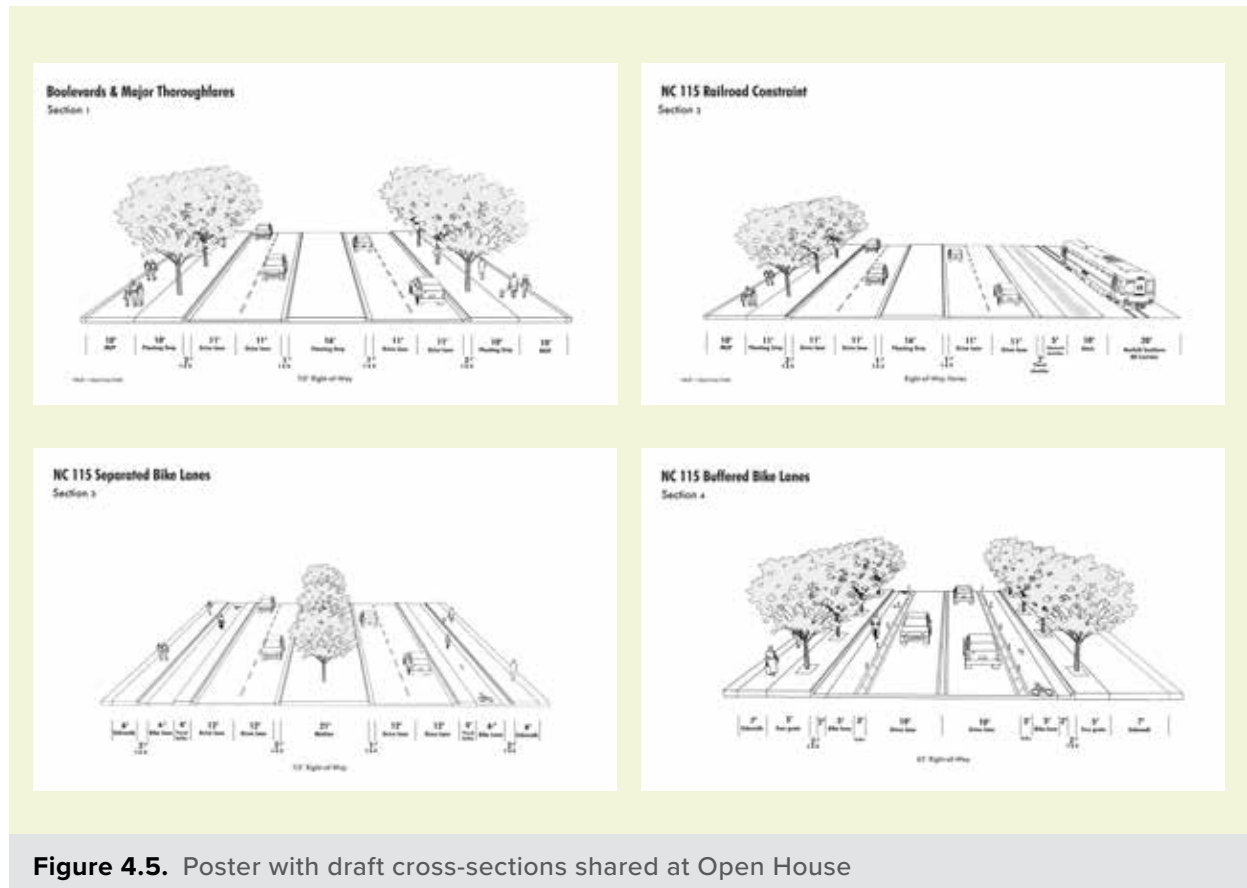
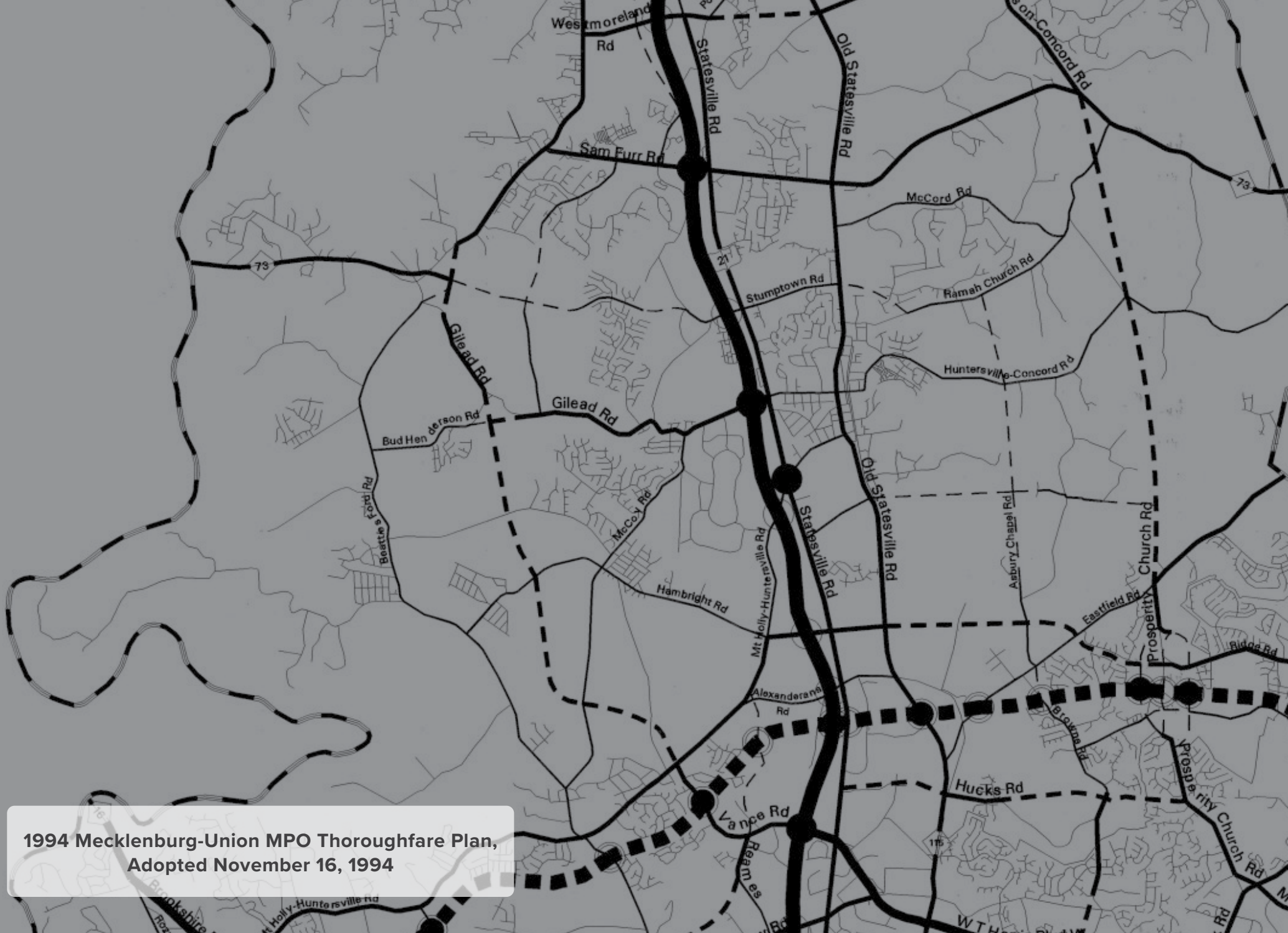


Figure 4.5. Poster with draft cross-sections shared at Open House



1994 Mecklenburg-Union MPO Thoroughfare Plan,
Adopted November 16, 1994



CHAPTER 5

Connectivity & Multimodal Network

5.1 Roadway Typology-Land Use Matrix

Traffic patterns, roadway capacity, and existing land use typologies were reviewed to inform the design of cross-sections for the network of boulevards, major thoroughfares, and minor thoroughfares in Huntersville. Multimodal elements are included in each cross-section to ensure each roadway is developed as a “Complete Street.” Figure 5.1 shows the Comprehensive Transportation Plan (CTP) street network overlayed over the future land use characters from the *Huntersville 2040 Community Plan* that forms the basis for the matrix of roadway typologies and land use characters in Table 5.1, Table 5.2, and Table 5.3 on the following pages.

The plan includes fifteen cross-sections that incorporate multimodal elements and specifies number of vehicle lane for all the boulevards and thoroughfares in the CTP network, as well as additional local roads that operate as thoroughfares. In essence, this plan acts as a guide for the Town to determine where to improve our network, and how to improve it.

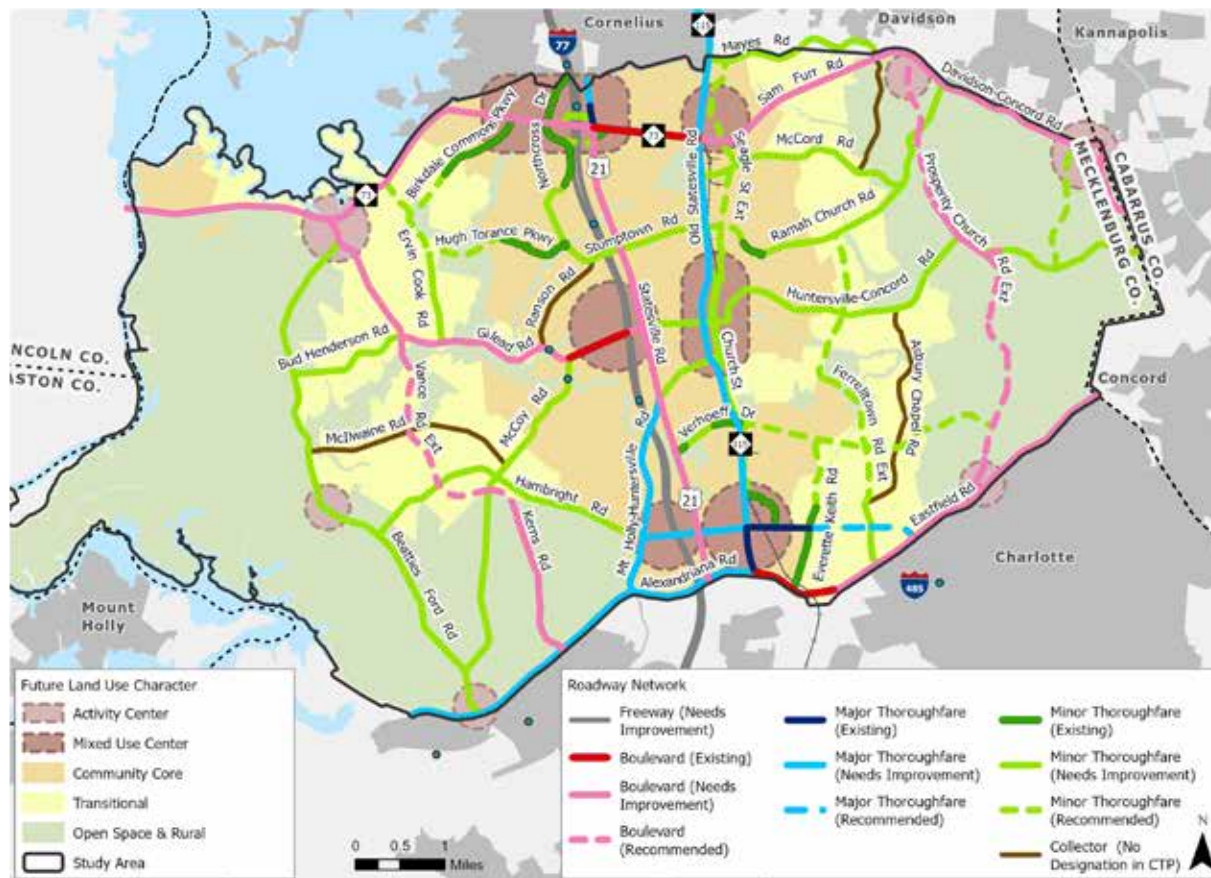


Figure 5.1. CTP Network over the Future Land Use Characters from the 2040 Plan

Table 5.1. CTP Classification and Land Characterization Matrix – Boulevards

Land Character	Boulevards				
	Roadway	Extents	Current AADT	Future AADT	Recommended Cross-Section (approximate capacity)
Community Core	NC 73	Norman View Ln to Kenton Dr	20,000	44,500	4-lanes boulevard (36,800)
	NC 73	Ranger Trail to w of Old Statesville	23,000	34,100	4-lane boulevard (36,800)
	NC 73	Maple Branch Dr to Oak Farm Ln	15,000	31,800	4-lane boulevard (36,800)
	US 21	Holly Point to Stumptown Rd	5,700	32,100	4-lane boulevard (36,800)
	US 21	Stumptown Rd to Shiv Dr	11,000	34,000	4-lane boulevard (36,800)
	US 21	Dallas St to Alexandriana Rd	4,000	33,600	4-lane boulevard (36,800)
	Gilead Rd	Wynfield Creek Pkwy to Boren St	15,000	22,500	4-lane boulevard (36,800)
Transition	NC 73	W Brown Mill Rd to W. Norman View Ln	20,000	39,900	4-lane boulevard (36,800)
	NC 73	Oak Farm Ln to w of Black Farm Rd	15,000	30,800	4-lane boulevard (36,800)
	Gilead Rd	NC 73 to Bud Henderson Rd	8,000	9,000	2-lane boulevard (18,300)
	Gilead Rd	Vance Rd to Wynfield Creek Pkwy	12,000	17,900	2-lane boulevard (18,300)
	Vance Rd extension	Gilead Rd to McCoy Rd	Future road	No data	2-lane boulevard (18,300)
Open Space & Rural	NC 73	Lincoln Co. Line to Brown Mill Rd	20,000	35,500	4-lane boulevard (36,800)
	NC 73	W of Black Farm Rd to Cabarrus Co. Line	15,000	39,000	4-lane boulevard (36,800)
	Kerns Rd (future Vance Rd extension)	McCoy Rd to Mt. Holly-Huntersville Rd	500	16,700	2-lane boulevard (18,300)
	Prosperity Church Rd	North Creek Village Dr to Rocky Ford Club Rd	Future road	No data	2-lane boulevard (18,300)
	Poplar Tent Rd	NC 73 to Huntersville-Concord Rd	10,500	30,600	4-lane boulevard (36,800)
Mixed-Use Centers, since they occur across all other character areas, have their own attributes and may require more nuanced application/design of cross-sections					
Mixed-Use Center	NC 73	Kenton Dr to Ranger Trail	36,000	71,000	4-6 lane boulevard (55,300)
	NC 73	W of Old Statesville to e of Parr Dr	19,000	34,900	4-lane boulevard (36,800)
	US 21	Shiv Dr to Dallas St	11,000	19,600	4-lane boulevard (36,800)
	US 21	Northcross Center Ct to Holly Point	16,000	42,000	4-lane boulevard (36,800)
	Gilead Rd	Boren St to Commerce Centre Dr	29,000	39,500	4-lane boulevard (36,800)
	Prosperity Church Rd	NC 73 to North Creek Village Dr	200	No data	2-lane boulevard (18,300)
	Prosperity Church Rd	Eastfield Rd to Rocky Ford Club Rd	700	No data	2-lane boulevard (18,300)



Table 5.2. CTP Classification and Land Characterization Matrix – Major Thoroughfares

Land Character	Major Thoroughfares				
	Roadway	Extents	Current AADT	Future AADT	Recommended Cross-Section (approximate capacity)
Core	NC 115	Mayes Rd to Caldwell Station Rd	13,500	16,100	2 lanes with left turn lane (18,300)
	NC 115	NC 73 to Ramah Church Rd	15,000	27,700	2 lanes with left turn lane (18,300)*
	NC 115	S of Mt. Holly-Huntersville Rd to Damson Dr	13,000	24,100	2 lanes with left turn lane (18,300)*
	Mt. Holly-Huntersville Rd	US 21 to n of Hambright Rd	11,500	13,800	2 lanes with left turn lane (18,300)
	Mt. Holly-Huntersville Rd	S of Hambright Rd to Alexandriana Rd	10,500	21,500	4-lane boulevard (36,800)
Transition	Hambright Rd extension	Everette Keith Rd to Eastfield Rd	Future road	No data	2 lanes with left turn lane (18,300)
Rural	None				
Mixed-Use Centers, since they occur across all other character areas, have their own attributes and may require more nuanced application and/or design of cross-sections					
Mixed-Use Center	NC 115	Caldwell Station Rd to NC 73	13,500	16,100	2 lanes with left turn lane (18,300)
	NC 115	Ramah Church Rd to s of Mt. Holly-Huntersville Rd	11,500	19,400	2 lanes*
	NC 115	Damson Dr to Alexandriana Rd/Eastfield Rd	22,500	30,200	4 lanes (36,800)
	Mt. Holly-Huntersville Rd	N of Hambright Rd to s of Hambright Rd	11,000	21,500	4 lanes (36,800)
	Hambright Rd	Mt. Holly-Huntersville Rd to US 21	8,300	20,500	2 lanes with left turn lane (18,300)
	Hambright Rd	US 21 to NC 115	7,000	11,700	2 lanes with left turn lane (18,300)
	Hambright Rd	NC 115 to Everette Keith Rd	No Data	No Data	4 lanes (36,800)
* Four-lane boulevard could be considered if parallel route on east side of railroad tracks (Church Street/Seagle Street extension) is not built. This paired capacity strategy was employed with the NC 115 and Main Street pair between the roundabouts, which allowed NC 115 to remain 2-lanes throughout Downtown Huntersville.					

Table 5.3. CTP Classification and Land Characterization Matrix – Minor Thoroughfares

Land Character	Minor Thoroughfares				
	Roadway	Extents	Current AADT	Future AADT	Recommended Cross-Section (approximate capacity)
Community Core	Birkdale Commons Pkwy	David Kenney Farm Rd to Sandowne Ln	No data	11,600	2 lanes with left turn lane (18,300)
	Church/Meacham Farm Rd extension	Holbrooks Rd to terminus s of Commerce Station Dr	No data	No data	2 lanes with left turn lane (18,300)
	Church/Seagle St extension	N or Ramah Church Rd	No data	No data	2 lanes with left turn lane (18,300)
	Gilead Rd	Commerce Centre Dr to Hillcrest Dr	10,000	27,400	2 lanes with left turn lane (18,300)
	Hambright Rd	Mt Holly-Huntersville Rd to Swansboro Ln	8,200	14,200	2 lanes with left turn lane (18,300)
	Hugh Torance Pkwy	Stumptown Rd to Wynfield Creek Pkwy	No data	No data	2 lanes with left turn lane (18,300)
	Huntersville-Concord Rd	Glendale Dr to Bellington Dr	8,100	20,800	2 lanes with left turn lane (18,300)
	McCord Rd	NC 115 to Northstone Dr	6,300	15,700	2 lanes with left turn lane (18,300)
	McCoy Rd	Gilead Rd to Windy Lea Ln	11,000	16,700	2 lanes with left turn lane (18,300)
	Mt. Holly-Huntersville Rd	NC 115 to US 21	5,400	12,200	2 lanes with left turn lane (18,300)
	Northcross Dr	Hugh McAuley Rd to NC 73	11,500	17,400	2 lanes with left turn lane (18,300)
	Ramah Church Rd	NC 115 to Fred Brown Rd	10,000	19,000	2 lanes with left turn lane (18,300)
	Ranson Rd	Stumptown Rd to Gilead Rd	No data	11,100	2 lanes with left turn lane (18,300)
	Stumptown Rd	Northcross Dr to NC 115	13,000	22,700	2 lanes with left turn lane (18,300)
	Verhoeff Rd	US 21 to NC 115	1,500	12,200	2 lanes with left turn lane (18,300)
Transition	Birkdale Commons Pkwy	Sandowne Ln to Boat Hold Alley	No data	No data	2 lanes with left turn lane (18,300)
	Bud Henderson Rd	Beatties Ford Rd to Gilead Rd	4,700	7,700	2 lanes with left turn lane (18,300)
	Ervin Cook Rd	Gilead Rd to NC 73	50	No data	2 lanes with left turn lane (18,300)
	Everette Keith Rd	Future Verhoeff Dr to Eastfield Rd	No data	Future road	2 lanes with left turn lane (18,300)
	Ferrelltown Pkwy	Ramah Church Rd to Eastfield Rd	5,300	22,800	2 lanes with left turn lane (18,300)
	Hambright Rd	Swansboro Ln to Montecarlo Dr	7,600	17,300	2 lanes with left turn lane (18,300)
	Hugh Torance Pkwy	Wynfield Creek Pkwy to Ervin Cook Rd	Future road	Future road	2 lanes with left turn lane (18,300)
	Huntersville-Concord Rd	Bellington Dr to e of Sims Rd	No data	17,500	2 lanes with left turn lane (18,300)
	McCoy Rd	Windy Lea Ln to s of Hambright Rd	9,200	24,400	2 lanes with left turn lane (18,300)

Table 5.3. CTP Classification and Land Characterization Matrix – Minor Thoroughfares (continued from previous page)

Land Character	Minor Thoroughfares				
	Roadway	Extents	Current AADT	Future AADT	Recommended Cross-Section (approximate capacity)
Transition	McIlwaine Rd	Beatties Ford Rd to McCoy Rd	5,700	6,900	2 lanes with left turn lane (18,300)
	McCord Rd	Northstone Dr to Black Farms Rd	6,300	15,700	2 lanes with left turn lane (18,300)
	Ramah Church Rd	Fred Brown Rd to Mac Wood Rd	No data	14,400	2 lanes with left turn lane (18,300)
	Verhoeff Dr	Everette Keith Rd to e of Asbury Chapel Rd	Future road	No data	2 lanes with left turn lane (18,300)
Open Space & Rural	Beatties Ford Rd	Gilead Rd to McCoy Rd	9,700	16,800	2 lanes
	McCoy Rd	S of Hambright Rd to Beatties Ford Rd	2,800	4,900	2 lanes
	Huntersville-Concord Rd	E of Sims Rd to Poplar Tent Rd	4,300	13,100	2 lanes
	Verhoeff Dr	E of Asbury Chapel Rd	Future road	Future road	2 lanes
	Future NC 73 to Huntersville-Concord Rd connection	NC 73 to Huntersville-Concord Rd	Future road	Future road	2 lanes
	Hambright Rd	Montecarlo Dr to Beatties Ford Rd	2,500	8,200	2 lanes with left turn lane (18,300)
	Ramah Church Rd	Mac Wood Rd to NC 73	4,300	23,300	2 lanes with left turn lane (18,300)
Mixed-Use Centers, since they occur across all other character areas, have their own attributes and may require more nuanced application/design of cross-sections					
Mixed-Use Center	Beatties Ford Rd	McCoy Rd Mt Holly-Huntersville Rd	10,500	20,200	4 lanes (36,800)
	Birkdale Commons Pkwy	E of David Kenney Farm Rd to NC 73	No data	11,600	4 lanes (36,800)
	Northcross Dr	S of NC 73 Cornelius Town limit	11,500	17,400	4 lanes (36,800)
	Gilead Rd	Hillcrest Dr to NC 115	10,000	27,400	2 lanes with left turn lane (18,300)
	Huntersville-Concord Rd	NC 115 to Glendale Dr	8,600	21,500	2 lanes with left turn lane (18,300)
	Main St	Fourth St to Mt Holly-Huntersville Rd	No data	15,500	2 lanes
	Church St	Fourth St to Dellwood Dr	No data	No data	2 lanes
	Meacham Farm Rd	Shady Canyon to Hambright Rd	No data	No data	2 lanes
	Seagle St extension	S of NC 73 to Coach Ln	Future road	Future road	2 lanes with left turn lane (18,300)

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5.2 Cross-Sections

The cross-sections were developed taking into consideration the surrounding land uses and future development character, as identified in the *2040 Community Plan*, as well as traffic projections from the *2050 Metropolitan Transportation Plan*. In some cases, the roadways will require a retrofit of bicycle and pedestrian facilities, while other recommendations will be pursued as part of a new project, such as widening or new roadway construction. The intent of the cross-sections is to define the number of lanes and provide multimodal options on every key corridor throughout the entire network and to expand the mobility options for all members of the community. These cross-sections build upon recommendations made as part of prior planning efforts, specifically the *2040 Community Plan* and *2020 Bike Plan Update*.

The cross-sections include multiple components that, combined, make up a Complete Streets approach to transportation network planning, which include vehicular, pedestrian and bicycle components. Cross-sections also include planting strips that are required by the Town’s Zoning Ordinance. Figure 5.2, at right, illustrates and defines the Complete Streets components the Town desires.

All the proposed cross-sections include accommodations for both bicycles and pedestrians. Table 5.4 outlines the various bicycle and pedestrian facilities that are in the cross-sections.

Cross-Section Components

- 1. Median/Center turn lanes – Boulevards and Major Thoroughfares include medians that should include plantings. Other roads, such as some minor thoroughfares, may have a center turn lanes (as shown below) to allow for property access.
- 2. Travel Lanes – Travel lanes are for vehicular travel. Travel lanes are typically 10-12-feet wide, with some exceptions.
- 3. On-Street Bike Facility – There are several different on-street bicycle facilities incorporated into the cross sections (the majority of cross-sections are designed with multi-use paths (MUPs) as an off-street alternative, see #6).
- 4. Curb and Gutter – Most streets in the Town include curb and gutter; some minor thoroughfares in transition and rural areas include paved/unpaved shoulders and ditches.
- 5. Planting Strip – Planting strips create a buffer between the roadway and adjacent pedestrian space and provides space for trees and, potentially pedestrian amenities and/or transit amenities. Planting strip recommendations are generally 10-feet wide but vary based on context. Planting strips may also be grassed ditches to handle stormwater.
- 6. Pedestrian/Multi-Use Path – This includes both sidewalks and multi-use paths (MUPs, which also serve as bicycle facilities). Information about sidewalks, MUPs, and bicycle facilities is included in Table 5.4 on following page.
- 7. On-Street Parking – (On-street parking is not shown in the graphic.) On-street parking is generally not permitted on any of these roadways, but could be incorporated in appropriate contexts to be d

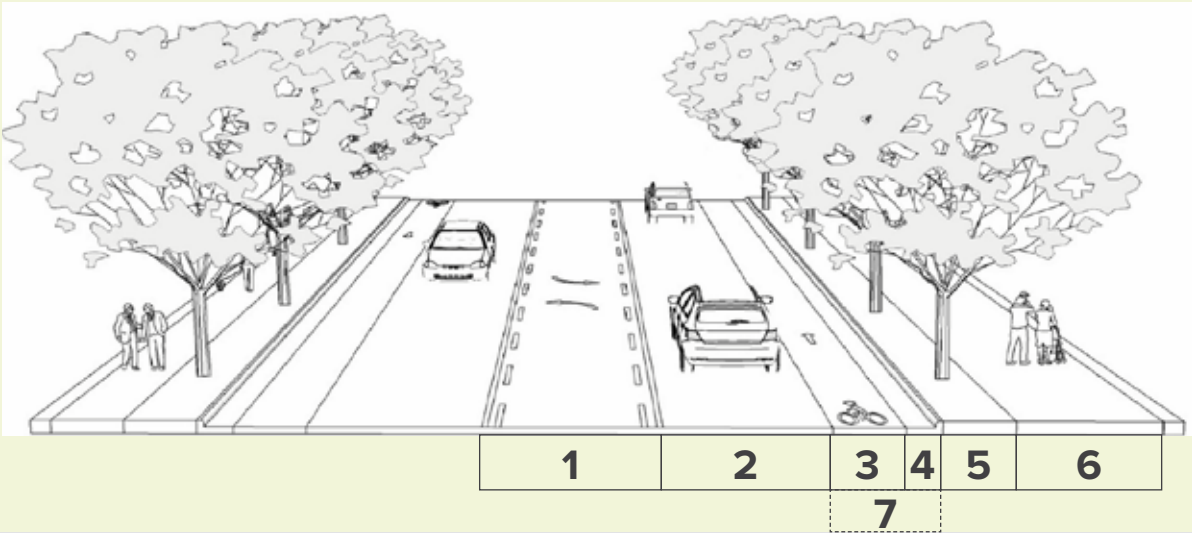
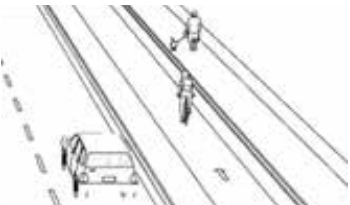
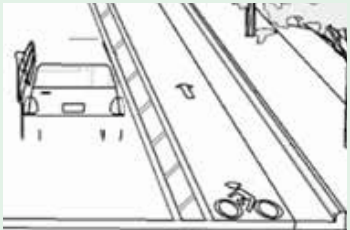
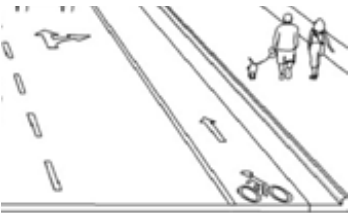


Figure 5.2. Cross-Section Diagram

Detailed diagrams for each of the fifteen cross-sections begin on the following pages. The cross-sections are organized by CTP Roadway Classification:

- Boulevards
 1. Core Boulevard
 2. Rural Boulevard
- Major Thoroughfares
 3. Core Thoroughfare
 4. Major Thoroughfare – Railroad Constraint
- Minor Thoroughfares
 5. Transition Thoroughfare
 6. Rural Thoroughfare
 7. Thoroughfare through Mixed-Use & Activity Centers
 8. Minor Thoroughfare – Railroad Constraint
- Special Case Cross-Sections
 9. NC 115 Buffered Bike Lanes
 10. NC 115 Standard Bike Lanes
 11. Thoroughfare – Multi-Use Path Retrofit
 12. Northcross Drive Retrofit
 13. Church St – Vermillion Village
 14. Bud Henderson Retrofit
 15. Eastfield/Alexandriana/Mt Holly-Huntersville

Table 5.4. Bicycle and Pedestrian Street Facility Types

Facility Name	Description	Example
Separated Bike Lanes	A separated bicycle lane is an exclusive bike facility that combines the user experience of a separated path with the on-street infrastructure of a conventional bike lane. A separated bicycle lane is physically separated from motor traffic and distinct from the sidewalk. Details on the design standards for separated bike lanes (and other bike facilities) can be found in the Urban Bikeway Design Guide. ¹	
Buffered Bike Lanes	Buffered bike lanes are conventional bicycle lanes paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane. The buffer is marked by two solid white lines and diagonal hatching.	
Standard Bike Lanes	Standard bike lanes designate an exclusive space for bicyclists using pavement markings and signage. The standard bike lane is located adjacent to motor vehicle travel lanes and flows in the same direction as motor vehicle traffic.	
Multi-use Path	Multi-use paths are physically separated from the roadway, and are intended to be used by pedestrians, bicyclists, runners, and other non-motorized users. Standard multi-use path widths are 10-feet but can be as wide as 12-feet along The Seam. A multi-use path can connect to the on-street system at end points of the trail as well as midpoints depending on the length and location.	
Sidewalk	Minimum sidewalk widths in the Town are 6-feet, but can vary based on context and constraints. In most cases, the Town prefers wider sidewalks, especially in Downtown.	

¹ National Association of City Transportation Officials (NACTO). (2014). Urban Bikeway Design Guide. <https://nacto.org/publication/urban-bikeway-design-guide/>

Boulevards

1. Core Boulevard

Boulevards include NC 73, US 21, a portion of Gilead Road, the future Vance Road, and future Prosperity Church Road. As outlined in roadway classification and land use matrix in Table 5.1 on page 67, there are two types of boulevard cross-sections recommended, a four-lane boulevard, and a two-lane boulevard, depending on the future traffic projections and land use context.

As the name suggests, the four-lane, “core boulevard” (Figure 5.3) is appropriate in the Town’s Community Core and Mixed-Use Centers, as well as Transitional areas with higher traffic volumes—NC 73, US 21, and Gilead Road. Details on the components of the core boulevard are outlined in Table 5.5.

Table 5.5. Core Boulevard Components	
Component	Description
Median/Center Turn Lanes	23-foot planting strip median and turn lanes, as needed
Travel Lanes	Four, 11-foot travel lanes.
Curb and Gutter	Included
On-Street Parking	None
Planting Strip	10-foot planting strip along both sides
Pedestrian Facility	10-foot multi-use path on both sides
Bike Facility	The 10-foot multi-use path also serves as the bike facility.

Core Boulevard

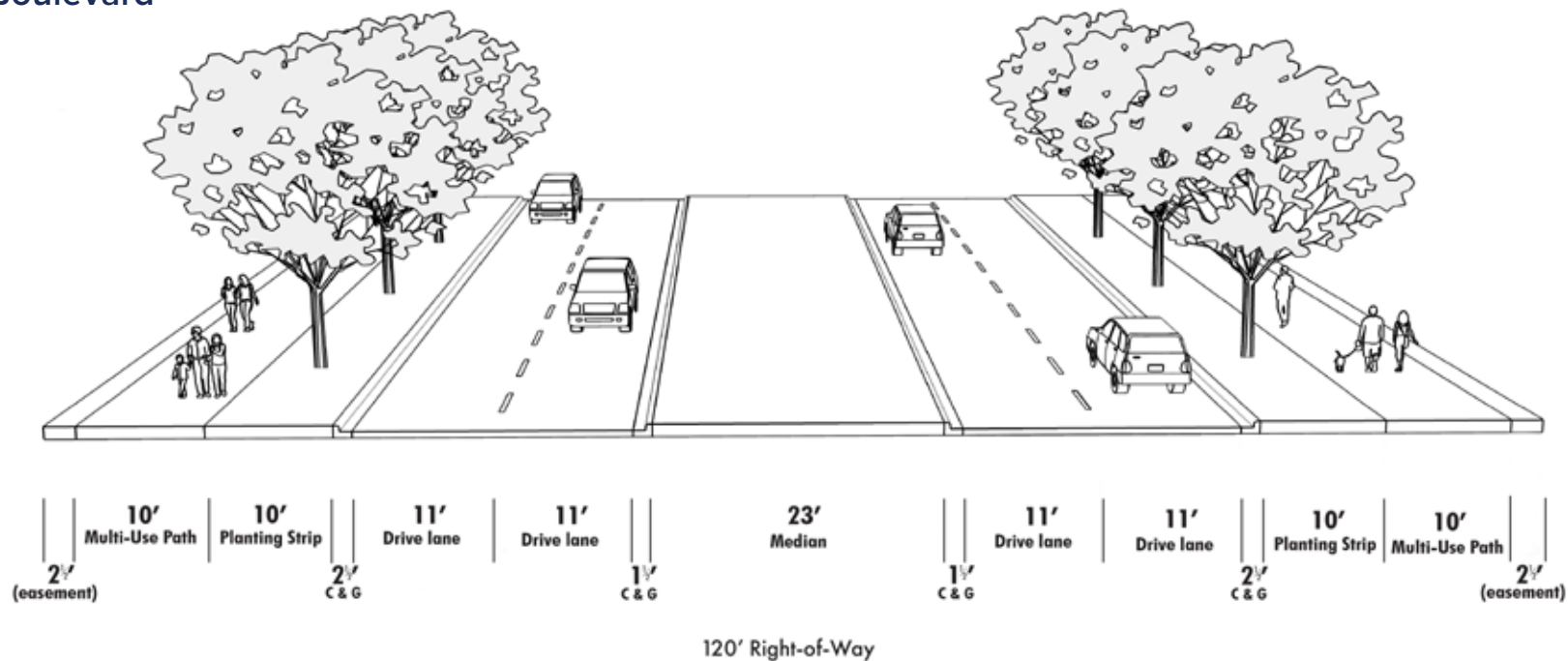


Figure 5.3. Core Boulevard Cross-Section. (Diagram not to scale.)

Boulevards

2. Rural Boulevard

The rural boulevard (Figure 5.4) is appropriate in the Rural areas and Transitional with lower traffic volume projections. Gilead Road west of Wynfield Creek Parkway, and northward toward NC 73, along with the rural north-south corridors of Vance Road extension and Prosperity Church Road extension are recommended to be rural boulevards. Details on the components of the rural boulevard are outlined in Table 5.6.

Table 5.6. Rural Boulevard Components

Component	Description
Median/Center Turn Lanes	40-foot planting strip median that can accommodate additional travel lanes in the future. In the near-term a double row of small trees and turn lanes, as needed.
Travel Lanes	Two, 11-foot travel lanes.
Curb and Gutter	Included
On-Street Parking	None
Planting Strip	A 10-foot planting strip is appropriate along both sides of the road for this cross-section
Pedestrian Facility	A 10-foot multi-use path on both sides of the road.
Bike Facility	The 10-foot multi-use path also serves as the bike facility.

Rural Boulevard

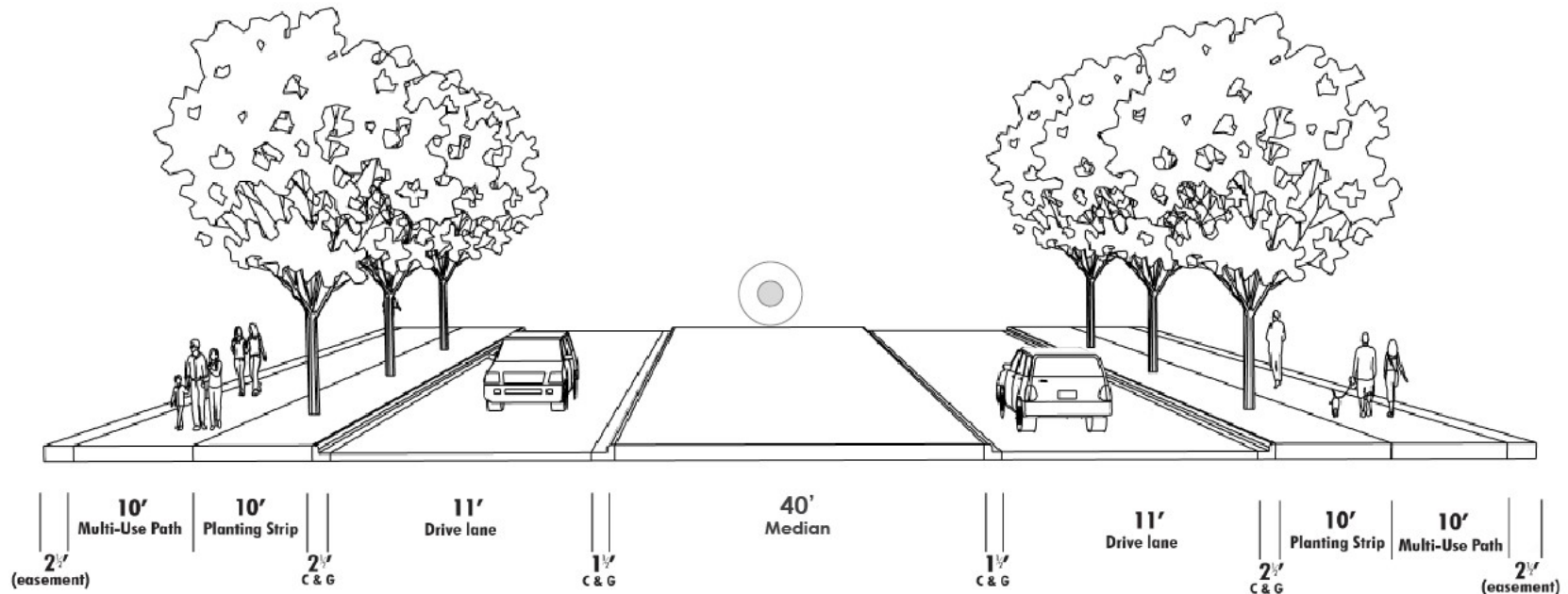


Figure 5.4. Rural Boulevard Cross-Section. (Diagram not to scale.)

Major Thoroughfares

3. Core Thoroughfare

There are only three roads classified as Major Thoroughfares—Old Statesville Road (NC 115), Mount Holly-Huntersville Road (west of US 21), and Hambright Road (east of Mount Holly-Huntersville Road). A three-lane cross-section is recommended for the sections that are projected to have relatively lower traffic volumes in the future—Mount Holly-Huntersville Road, between US 21 and Hambright Road; Hambright Road, east of Everett Keith Road; and NC 115, between McCord Road and Ramah Church Road and between Mt Holly-Huntersville Road and Damson St. The four-lane,

Core Boulevard is applied to sections with higher projected volumes.)

The Core Thoroughfare cross-section (Figure 5.5) is also recommended for minor thoroughfares in the Community Core, including Stumptown Road, McCord Road, Ramah Church Road, Huntersville-Concord Road, McIlwaine Road, Bud Henderson Road, McCoy Road, Hambright Road (west of US 21), Asbury Chapel Road, Everett Keith Road, and Ervin Cook Road, Hugh Torrance Road, and Verhoeff Drive extension. See Figure 5.18 and Figure 5.19 on pages 90 and 91, respectively to see map of where this cross-section (and all others) is applied.

Table 5.7. Core Thoroughfare Components

Component	Description
Median/Center Turn Lanes	This cross-section does not include a median but does include one 11-foot center turn lane.
Travel Lanes	Minor thoroughfares (core) include two 11-foot drive lanes.
Curb and Gutter	Included
On-Street Parking	None
Planting Strip	A 10-foot planting strip is appropriate along both sides of this cross-section to allow for street trees.
Pedestrian Facility	A 10-foot multi-use path on both sides of this cross-section is appropriate.
Bike Facility	The 10-foot multi-use path also serves as the bike facility.

Core Thoroughfare

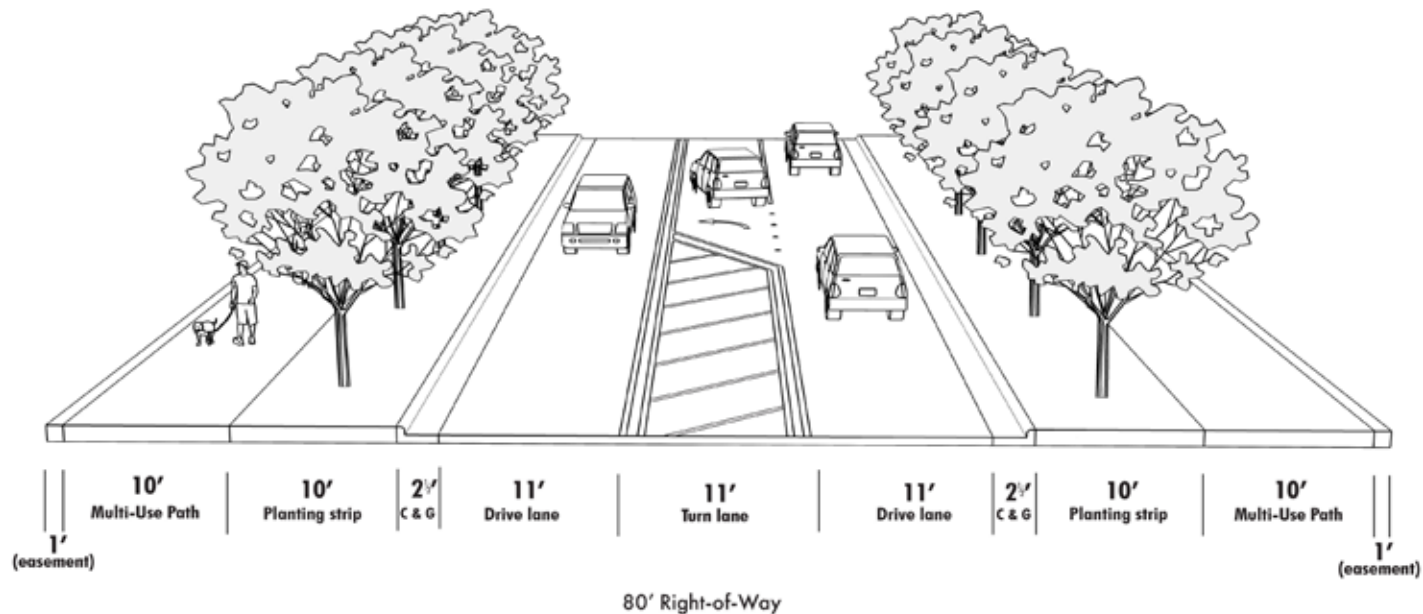


Figure 5.5. Core Thoroughfare Cross-Section. (Diagram not to scale.)

Major Thoroughfares

4. Major Thoroughfare – Railroad Constraint

The Major Thoroughfare – Railroad Constraint cross-section (Figure 5.6) is designed to deliver all the Complete Street elements of the Core Thoroughfare, but without the multi-use path on the east side due to the limited ability to impact the railroad right-of-way. This cross-section is designated for NC 115 from NC 73 to the Cornelius Town Limits. Table 5.7 details the components of the Major Thoroughfare – Railroad Constraint cross-section.

Table 5.8. Major Thoroughfare – Railroad Constraint Components

Component	Description
Median/Center Turn Lanes	This cross-section includes a 23-foot planting strip median that can accommodate a small tree and turn lanes.
Travel Lanes	This cross-section includes four, 11-foot travel lanes.
Curb and Gutter	Included on both the median and western outside lane, and a 5-foot unpaved shoulder is required on the east side.
On-Street Parking	None
Planting Strip	An 11-foot planting strip is appropriate along the west side of this cross-section and a variable width ditch is required on the east side.
Pedestrian Facility	A 10-foot multi-use path is appropriate on the west side of this cross-section.
Bike Facility	The 10-foot multi-use path also serves as the bike facility.

Major Thoroughfare –Railroad Constraint

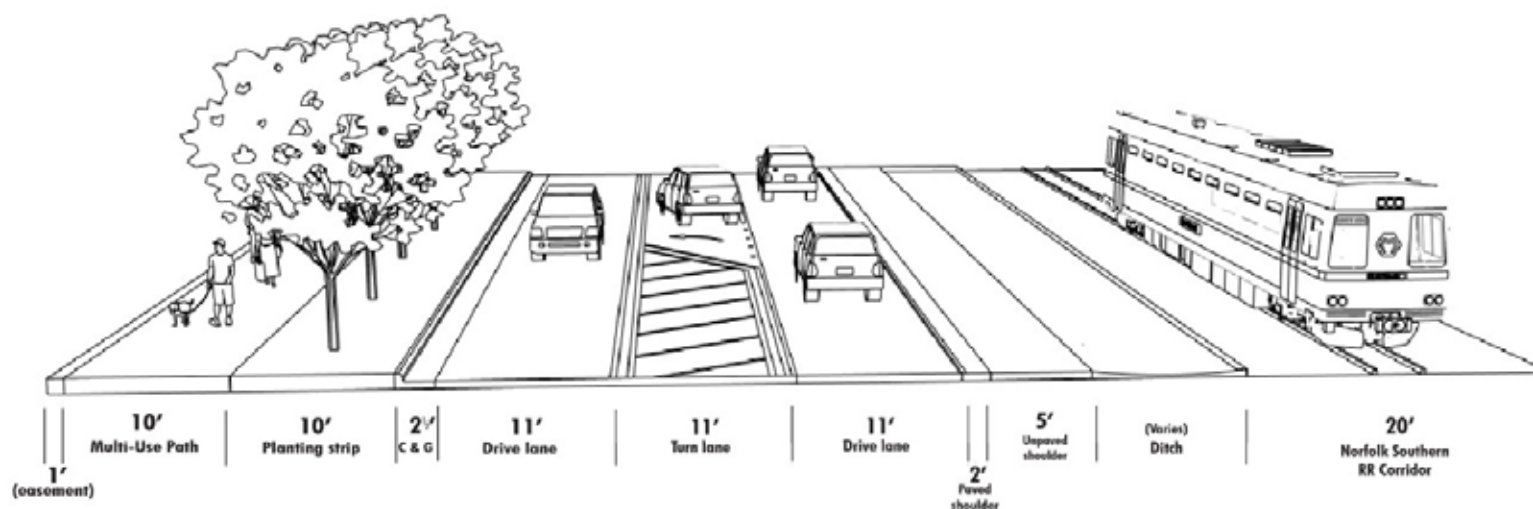


Figure 5.6. Major Thoroughfare – Railroad Constraint. (Diagram not to scale.)

Minor Thoroughfares

5. Transitional Thoroughfare

As thoroughfares transition to less intense land uses, the recommended cross-section is a two- or three-lane thoroughfare with a multi-use path on only one side. Non-motorized traffic (bicyclists and pedestrians) are expected to be low enough to not require multimodal facilities on both sides of the street, and the traffic volumes should be low enough that crossing the street to the multi-use path will not be difficult. Ensuring that safe

crossing signals, like rectangular rapid flashing beacons, or other similar treatments, should be a This cross-section (Figure 5.7) applies to sections of the following roads, in the Transition and/or Open Space and Rural character areas: Beatties Ford Road, Huntersville-Concord Road, Ramah Church Road, Black Farms Road, Verhoeff Dr.

Table 5.9. Transitional Thoroughfare Components	
Component	Description
Median/Center Turn Lanes	This cross-section does not include a median but does include an 11-foot center turn lane, where needed.
Travel Lanes	This cross-section includes two 11-foot drive lanes.
Curb and Gutter	Curb and gutter are not included. A 2-foot paved and 4-foot unpaved shoulder, and a 10-foot ditch for drainage is included on both sides of the road.
On-Street Parking	None
Planting Strip	A 10-foot planting strip is required on one side of the road (the same side as the multi-use path).
Pedestrian Facility	A 10-foot multi-use path is appropriate along one side. The side that the multi-use path should be built on is determined based on context and is indicated in the project database for each roadway where this cross-section occurs.
Bike Facility	The 10-foot multi-use path also serves as the bike facility.

Transitional Thoroughfare

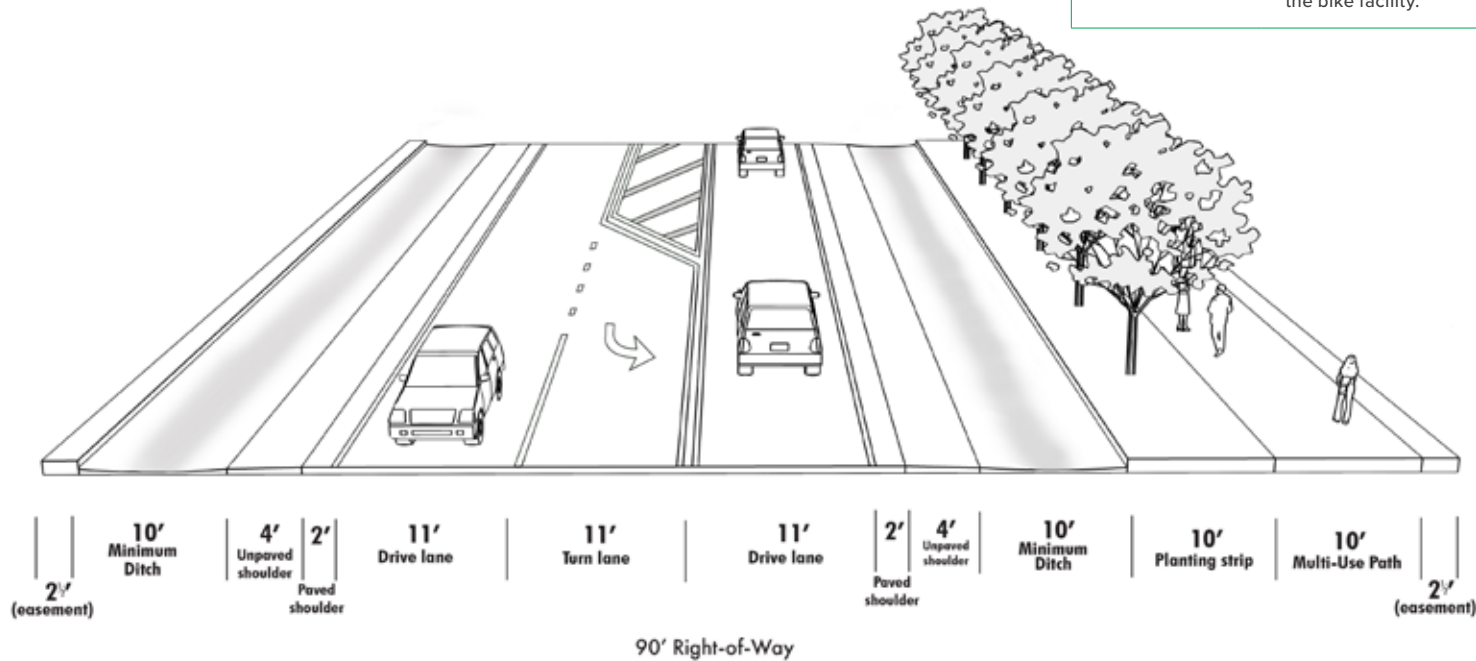


Figure 5.7. Transitional Thoroughfare Cross-Section. (Diagram not to scale.)

Minor Thoroughfares

6. Rural Thoroughfare

The two-lane, rural thoroughfare is designed for the rural character areas of Huntersville, particularly those with sensitive environments or protected watersheds. This cross-section (Figure 5.8) is designed to provide all the elements of a Complete Street within a minimal right-of-way to reduce the impact to these sensitive rural contexts.

This cross-section applies to Beatties Farm Road (south of Hambright Road), McCoy Road (south of Hambright Road), Huntersville-Concord Road (east of Hiwassee Road), and the future Huntersville-Concord Road to NC 73 connector road (east of McAuley Road).

Table 5.10. Rural Thoroughfare Components

Component	Description
Median/Center Turn Lanes	None
Travel Lanes	This cross section includes two, 11-foot drive lanes.
Curb and Gutter	Curb and gutter are not included. A 2-foot paved and 4-foot unpaved shoulder, and a 10-foot ditch for drainage is included on both sides of the road.
On-Street Parking	None
Planting Strip	A 10-foot planting strip is required on one side of the road (the same side as the multi-use path).
Pedestrian Facility	A 10-foot multi-use path is appropriate along one side. The side that the multi-use path should be built on is determined based on context and is indicated in the project database for each roadway where this cross-section occurs.
Bike Facility	The 10-foot multi-use path also serves as the bike facility.

Rural Thoroughfare

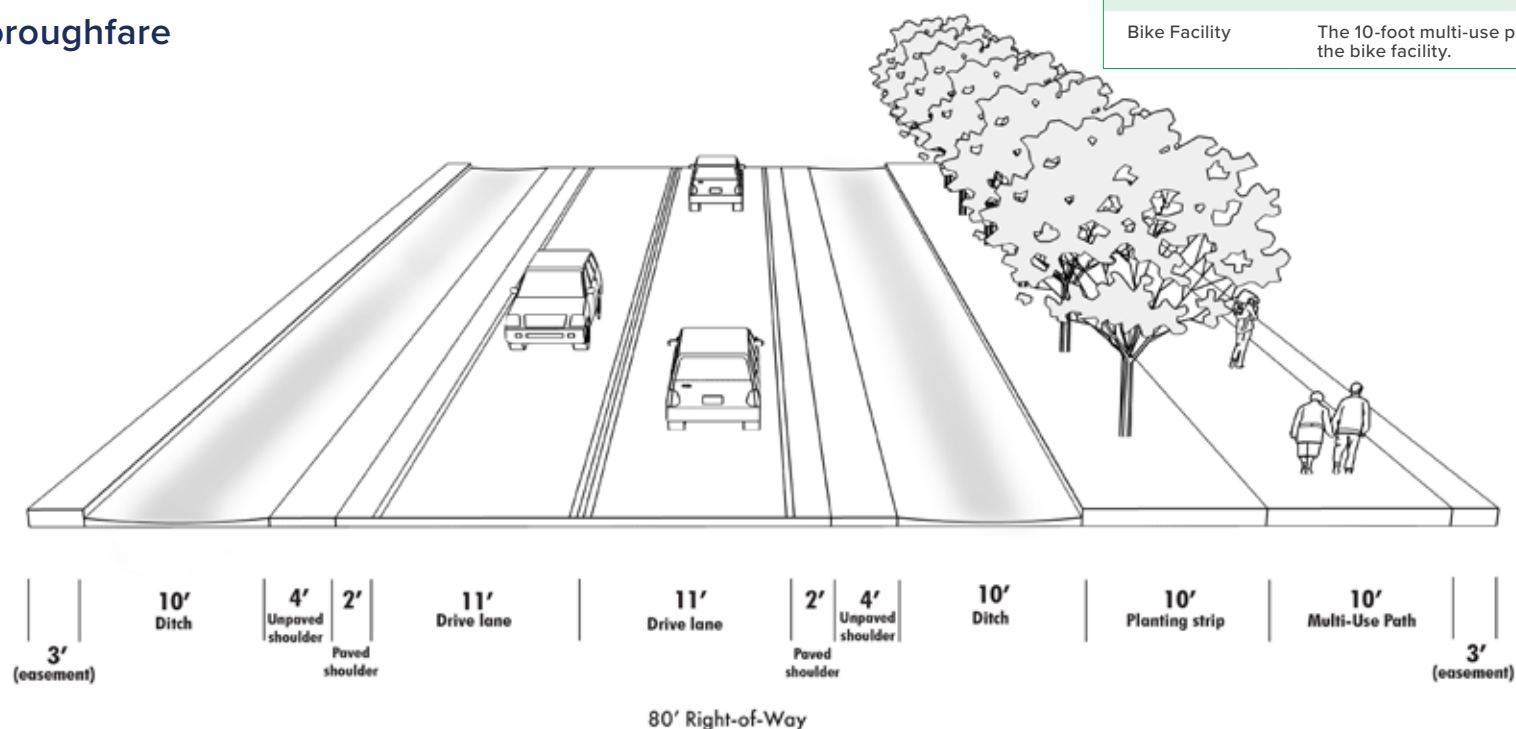


Figure 5.8. Rural Thoroughfare Cross-Section. (Diagram not to scale.)

Minor Thoroughfares

7. Thoroughfare through Mixed-Use & Activity Centers

The mixed-use activity centers are a setting that will require considerable context-sensitive design. The cross-section shown here (Figure 5.9) reflects the basic components as thoroughfares move through Mixed-Use and Activity Centers.

Thoroughfare through Mixed-Use/Activity Centers

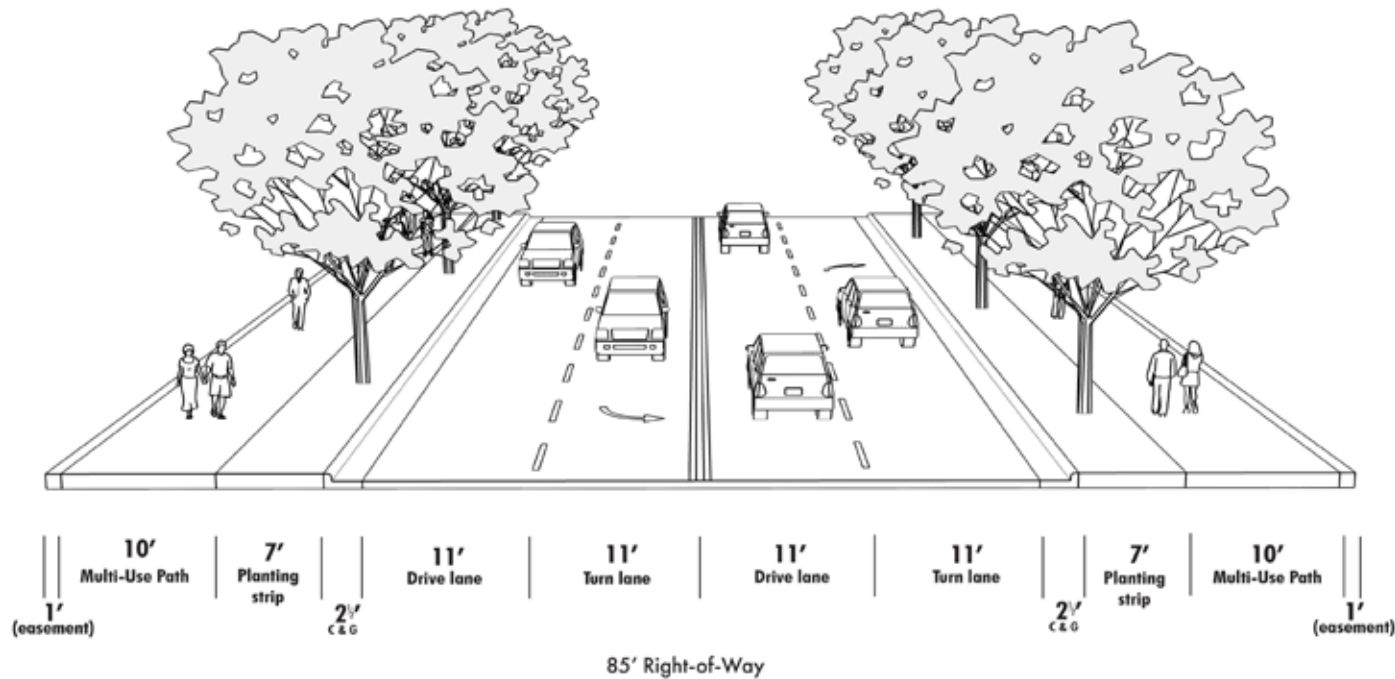


Table 5.11. Thoroughfare through Mixed-Use/Activity Centers Components

Component	Description
Median/Center Turn Lanes	This cross-section does not include a median but does include two 11-foot center turn lanes.
Travel Lanes	This cross-section includes two 11-foot drive lanes.
Curb and Gutter	Included
On-Street Parking	None
Planting Strip	A 7-foot planting strip is required on both sides of this cross-section. Tree placement should follow NCDOT clear zone requirements.
Pedestrian Facility	A 10-foot multi-use path is appropriate along both sides of this cross-section.
Bike Facility	The 10-foot multi-use path also serves as the bike facility.

Figure 5.9. Thoroughfare through Mixed-Use/Activity Centers Cross-Section. (Diagram not to scale.)

Minor Thoroughfares

8. Minor Thoroughfare – Railroad Constraint

The Minor Thoroughfare - Railroad Constraint cross-section (Figure 5.10) applies to Church Street south of Fourth Street and on southward where Church Street turns into Meacham Farm Road south of Verhoeff Drive. This corridor is immediately adjacent to the Charlotte-owned (formerly Norfolk Southern) railroad tracks so it is designed with a multi-use path on the east side of the road to provide separated space for bicyclists and pedestrians that is outside of the roadway and has minimum impacts to the railroad right-of-way.

Table 5.12. Minor Thoroughfare – Railroad Constraint Components

Component	Description
Median/Center Turn Lanes	None
Travel Lanes	This cross-section includes two, 11-foot drive lanes.
Curb and Gutter	Included
On-Street Parking	None
Planting Strip	A variable width planting strip is required on one side of this cross-section.
Pedestrian Facility	A 12-foot multi-use path (referred to as "The Seam") is located on the same side as the planting strip.
Bike Facility	The 12-foot multi-use path also serves as the bike facility.

Minor Thoroughfare – Railroad Constraint

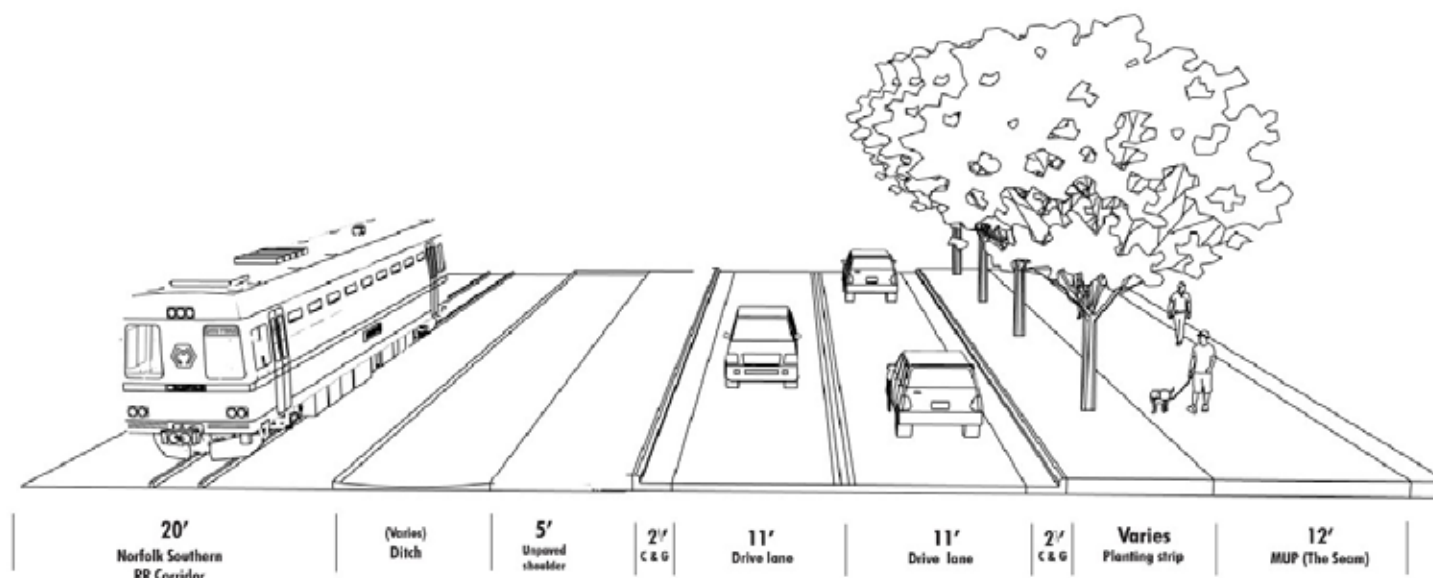


Figure 5.10. Minor Thoroughfare – Railroad Constraint Cross-Section. (Diagram not to scale.)

Special Case Cross-Sections

9. NC 115 – Buffered Bike Lanes

NC 115 traverses very distinct land use characters that called for special a range of context-sensitive cross-sections. As NC 115 enters into the core of Downtown Huntersville, there is an opportunity to re-stripe the pavement to reduce the travel lane widths and create buffered bike lanes (Figure 5.11). This treatment can be applied between Maxwell Avenue and Mullen Street.

While this treatment works within the existing curb lines, if the opportunity to reconstruct the road arises, fully separated bike facilities and on-street parking should be incorporated. Table 5.13 details the components of the NC 115 – Buffered Bike Lanes cross-section.

Table 5.13. NC 115 – Buffered Bike Lanes Components

Component	Description
Median/Center Turn Lanes	None
Travel Lanes	This cross-section includes two, 10-foot travel lanes through this section.
Curb and Gutter	Included
On-Street Parking	None (Possibly in future)
Planting Strip	A 5-foot planting strip should be included in this cross-section with space for trees in grates.
Pedestrian Facility	A 7-foot sidewalk on both sides of the road.
Bike Facility	This cross-section should include a buffered bicycle lane in both directions, which includes a 4- to 5-foot bike lane and a 2- to 3-foot striped buffer to separate bicyclists from motor vehicular traffic.

NC 115 Buffered Bike Lanes

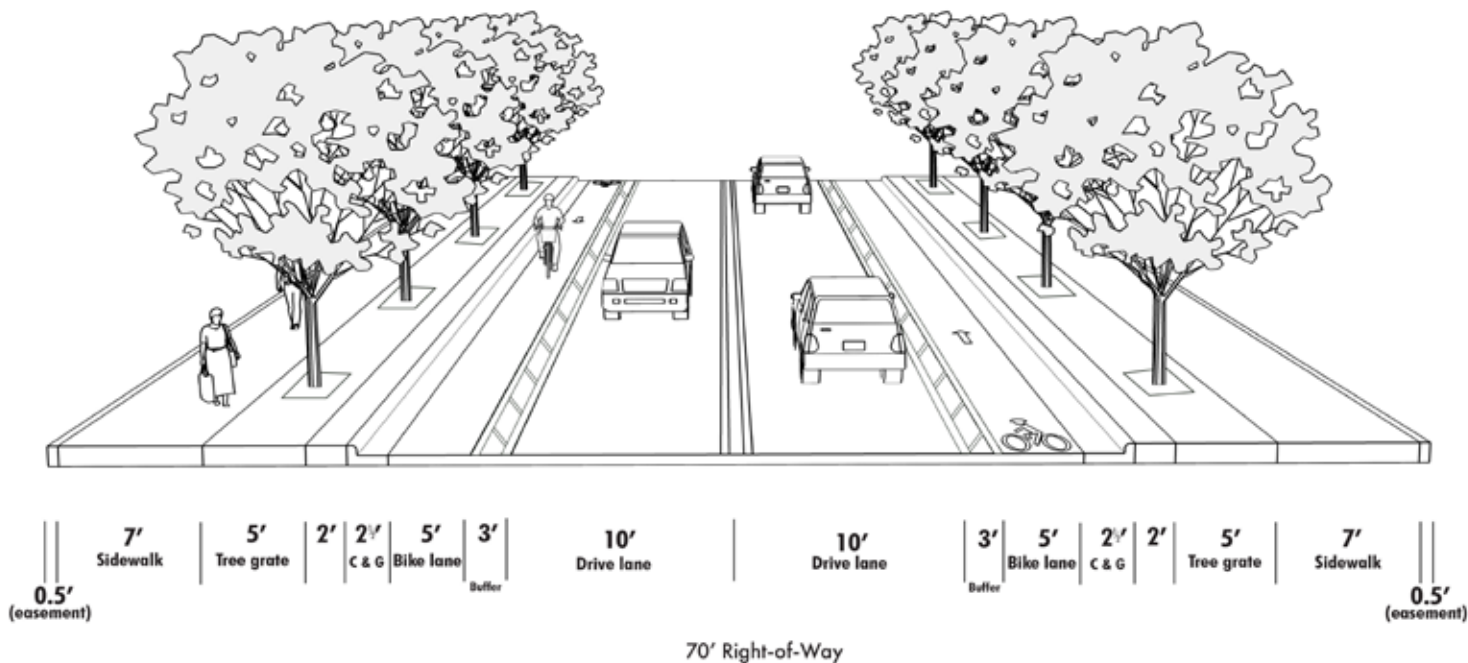


Figure 5.11. NC 115 – Buffered Bike Lanes Cross-Section. (Diagram not to scale.)

Special Case Cross-Sections

10. NC 115 – Standard Bike Lanes

The recently rebuilt sections of NC 115 just inside of the roundabouts, from Ramah Church Road to Maxwell Avenue, and from Mount Holly-Huntersville Road to Mullen Street, have been with standard bike lanes, similar to what is shown in Figure 5.12, below.

Similar to the NC 115 – Buffered Bike Lanes section, if there are opportunities to redesign these sections and separate the bike lanes from the automotive traffic, either with on-street parking or a raised barrier, that should be pursued.

Table 5.14. NC 115 – Standard Bike Lanes Components

Component	Description
Median/Center Turn Lanes	None
Travel Lanes	This cross-section includes four, 11-foot travel lanes.
Curb and Gutter	Included
On-Street Parking	None (Possibly in future)
Planting Strip	A planting strip is not required along this cross-section.
Pedestrian Facility	This cross-section includes a 6-foot sidewalk on both sides of the road.
Bike Facility	This cross-section includes a 5-foot bicycle lane in both directions.

NC 115 – Standard Bike Lanes

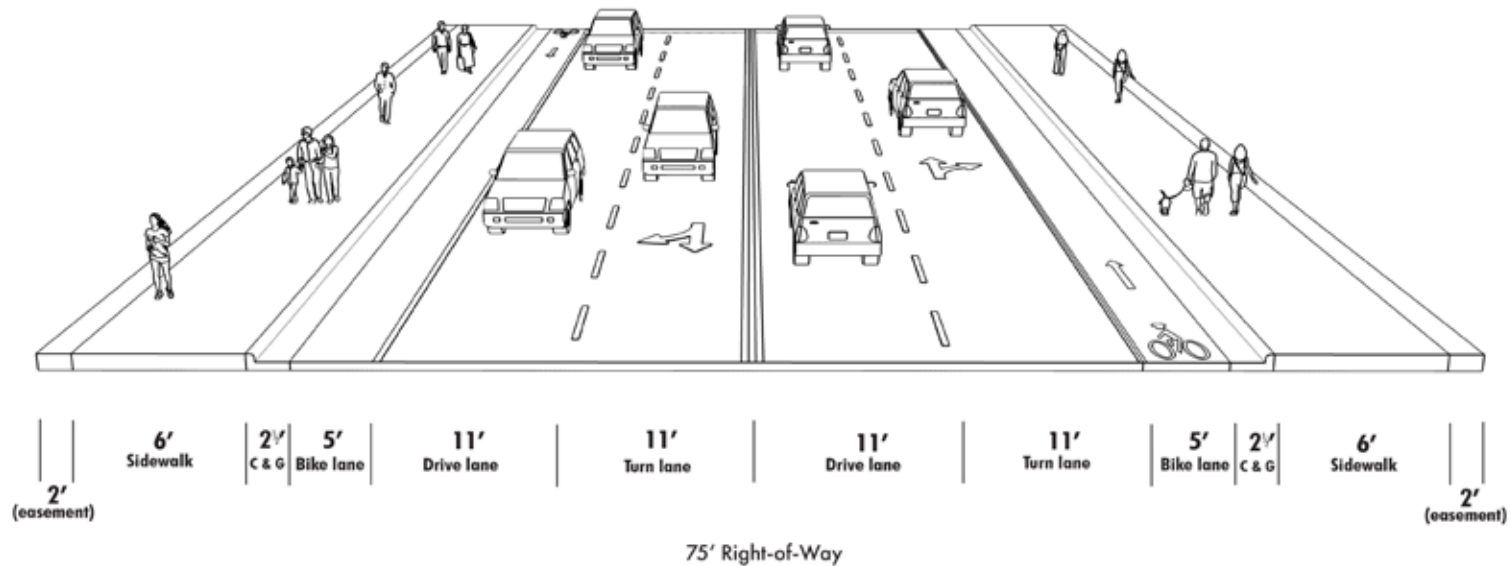


Figure 5.12. NC 115 – Standard Bike Lanes Cross-Section. (Diagram not to scale.)

Special Case Cross-Sections

11. Thoroughfare – Multi-Use Path Retrofit

This multimodal retrofit cross-section (Figure 5.13) is designed to provide a multi-use path on corridors that already have sidewalks and bike lanes. This will create space for bicyclists that is separated from automotive traffic. This is recommended for corridors where the traffic speeds and volumes are high enough that bicyclists of all ages and abilities may not feel safe riding in a bike lane. It is also applied to corridors that are connections between greenway, where it higher bicycle (and pedestrian) traffic is anticipated.

Table 5.15. Thoroughfare – Multi-Use Path Retrofit Components

Component	Description
Median/Center Turn Lanes	This cross-section does not include a median but does include an intermittent 10-foot center turn lane as needed.
Travel Lanes	This cross-section includes two 11-foot drive lanes.
Curb and Gutter	Included
On-Street Parking	None
Planting Strip	A 5-foot planting strip exists on one side of the road and planting strip of variable width (7-10 feet) is required on the other side.
Pedestrian Facility	This cross-section applies to roadways that already have sidewalks and bike lanes and the recommendation is that one side of the street shall be retrofitted to have an expanded planting strip to accommodate street trees and the 5-foot sidewalk shall be widened to be a multi-use path of 10-feet or 8-feet in constrained areas. This change will allow for safer bike travel for all ages and abilities that is separated from vehicular travel.
Bike Facility	5-foot standard bike lanes are existing along this cross-section.

Thoroughfare – Multi-Use Path Retrofit

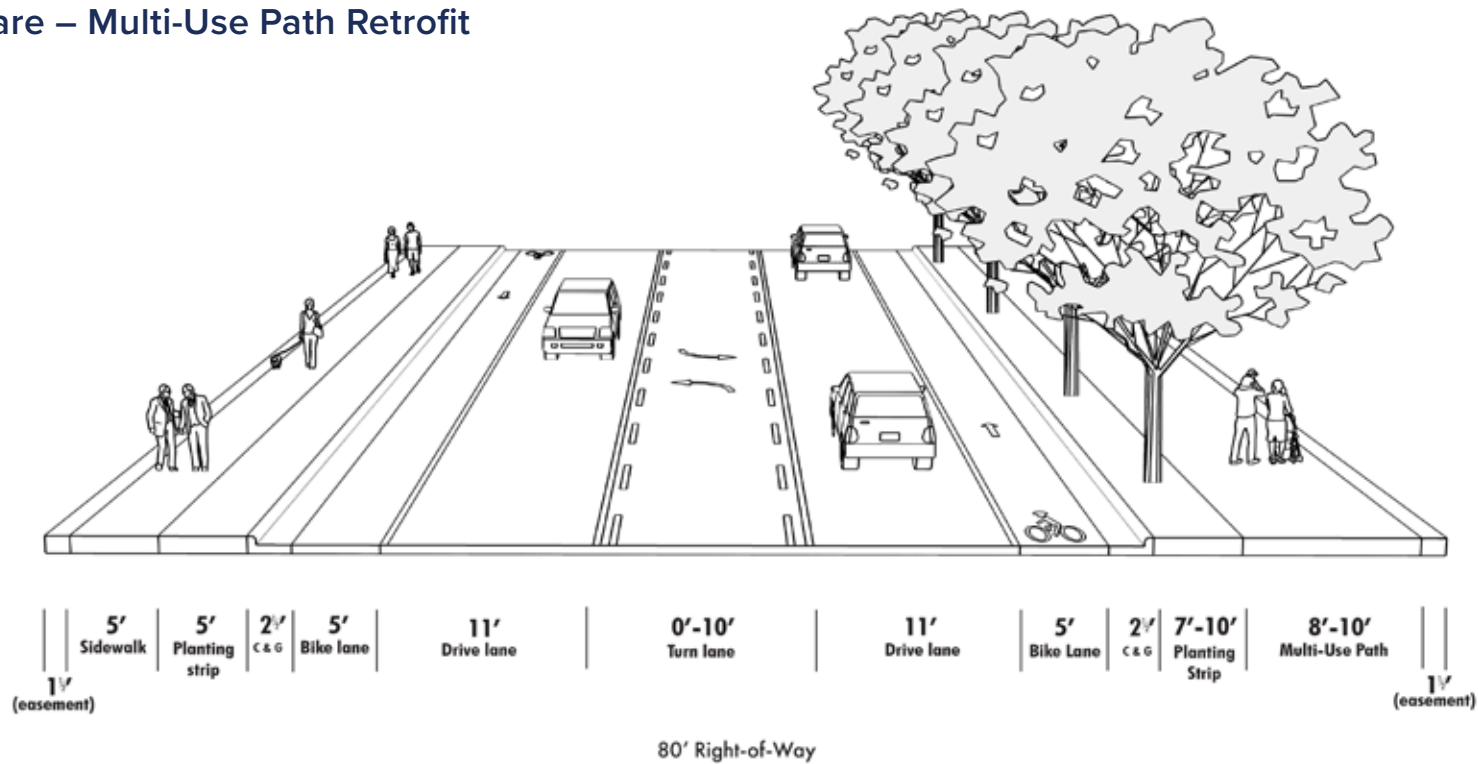


Figure 5.13. Thoroughfare – Multi-Use Path Retrofit Cross-Section. (Diagram not to scale.)

Special Case Cross-Sections

12. Northcross Drive Retrofit

Northcross Drive is constrained by the I-77 corridor to the east, and sidewalks have been built on either side. Retrofitting buffered bike lanes can be a near-term Complete Streets solution to add bicycle facilities to the corridor. This cross-section (Figure 5.14) applies to Northcross Drive between Cascade Loop and Andy Drive.

In the long term, widening the west side sidewalk to be a multi-use path may be an option (see Minor Thoroughfare Multi-Use Path Retrofit Cross-Section on previous page).

Table 5.16. Northcross Drive Retrofit Components

Component	Description
Median/Center Turn Lanes	None
Travel Lanes	This cross-section includes two 11-foot drive lanes.
Curb and Gutter	Included
On-Street Parking	None
Planting Strip	A variable planting strip is required on both sides of this cross-section.
Pedestrian Facility	5-foot sidewalks exist on both sides of this cross-section.
Bike Facility	Northcross Drive (south of NC 73) should include a 5-foot bicycle lane in both directions, buffered from vehicular traffic by a two-foot paved and striped buffer. The road should be re-stripped to reallocate the extra space in the wide travel lanes (currently 18-feet) to become buffered bike lanes

Northcross Drive Retrofit

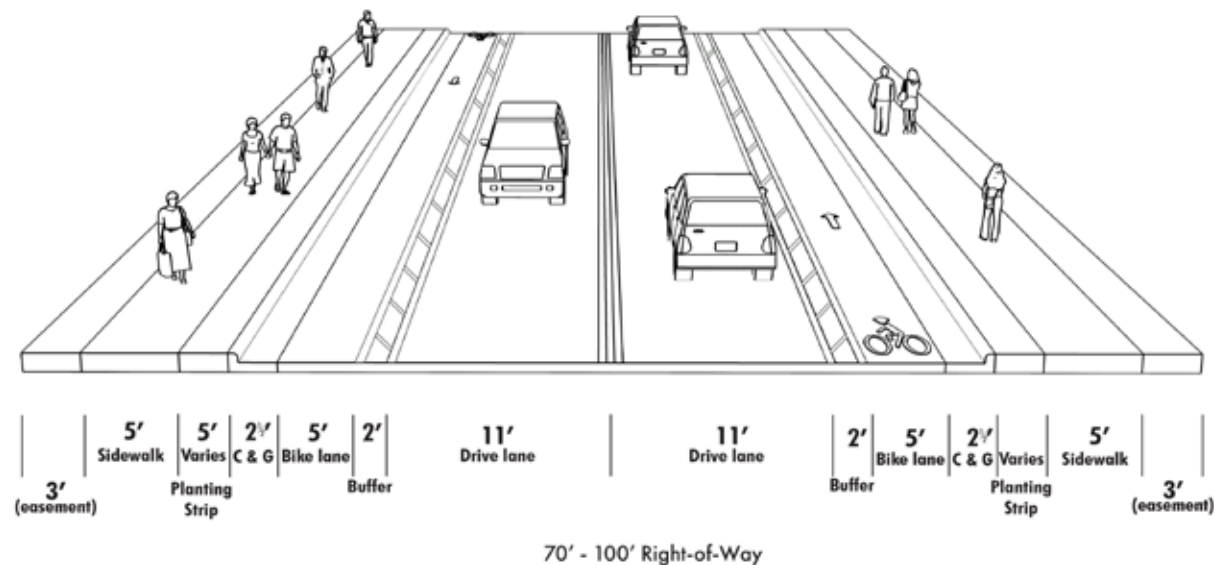


Figure 5.14. Northcross Drive Retrofit Cross-Section. (Diagram not to scale.)

Special Case Cross-Sections

13. Church Street – Vermillion Village

The Church Street - Vermillion cross-section (Figure 5.15) is being built in the Vermillion Village development north of Huntersville-Concord Road. This section of Church Street will connect up to Seagle Street at Fourth Street. This version of a minor thoroughfare includes on-street parking and could be applied in similar mixed-use contexts as future development occurs.

Table 5.17. Church Street – Vermillion Village Components

Component	Description
Median/Center Turn Lanes	None
Travel Lanes	Two 10-foot drive lanes.
Curb and Gutter	Included
On-Street Parking	This cross-section includes 7-foot on-street parking lanes on both sides of the street.
Planting Strip	A 5-foot planting strip is required on one side of this cross-section.
Pedestrian Facility	A 5-foot sidewalk should be located on the same side as the 5-foot planting strip, and a 10-foot multi-use path should be located on the opposite side of the street.
Bike Facility	The 10-foot multi-use path also serves as the bike facility.

Church Street – Vermillion Village

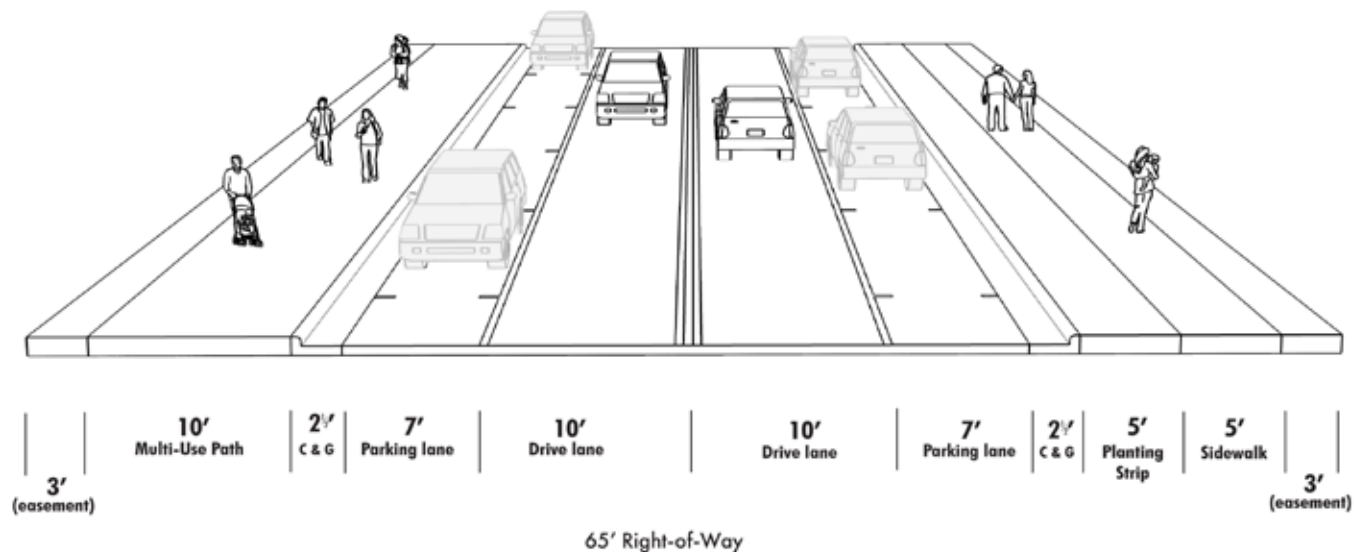


Figure 5.15. Church Street – Vermillion Village Cross-Section. (Diagram not to scale.)

Special Case Cross-Sections

14. Bud Henderson Retrofit

A small section of Bud Henderson Road was built with only 5-foot sidewalks and no bicycle facilities. In order to provide consistent, connected facilities, these 5-foot sidewalks should be widened to 10-foot multi-use paths, but given the right-of-way constraints with the surrounding houses, these multi-use paths would have to be at the back of curb, without a planted strip in between in order to minimize impacts to the surrounding properties. This constrained retrofit cross-section (Figure 5.16) is only applied to Bud Henderson Road between Old Bud Henderson Road and Vance Road.

Table 5.18. Bud Henderson Retrofit Components

Component	Description
Median/Center Turn Lanes	This cross-section does not include a median but does include an 11-foot center turn lanes.
Travel Lanes	This cross-section includes two 11-foot drive lanes.
Curb and Gutter	Included
On-Street Parking	None
Planting Strip	Planting strips are to be removed to provide space for the multi-use paths. The current 5-foot planting strips are inadequate for trees.
Pedestrian Facility	A 10-foot multi-use path should be located on both sides of this cross-section.
Bike Facility	The 10-foot multi-use path also serves as the bike facility.

Bud Henderson Retrofit

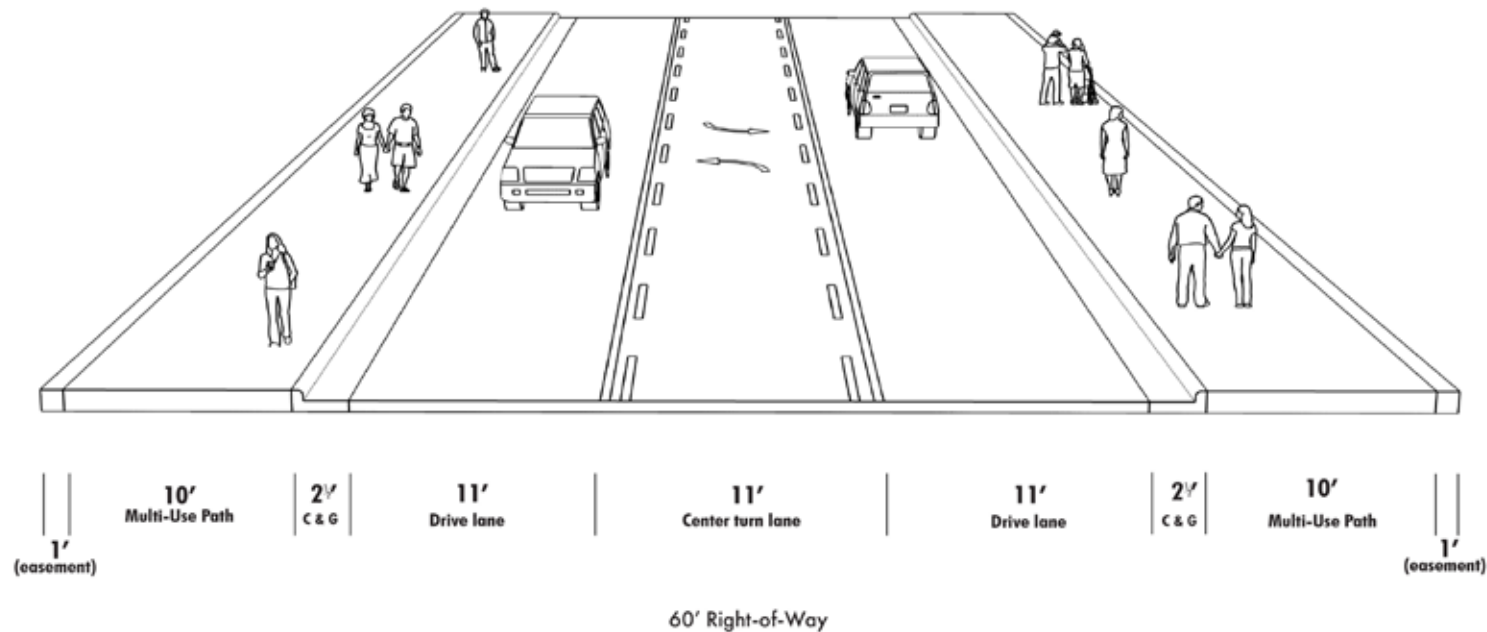


Figure 5.16. Bud Henderson Retrofit Cross-Section. (Diagram not to scale.)

Special Case Cross-Sections

15. Eastfield/Alexandriana/Mt Holly-Huntersville

The majority of Eastfield/Alexandriana/Mt Holly-Huntersville Roads are within Charlotte's jurisdiction (Charlotte Department of Transportation). The cross-section shown below is from the Charlotte Street Map, adopted in 2022.¹

The intent of this cross-section (Figure 5.17) is to communicate that the Town will require a 10-foot multi-use path and 10-foot planting strip on the Huntersville side of the right-of-way to complement the condition within Charlotte's jurisdiction.

¹ <https://www.arcgis.com/apps/webappviewer/index.html?id=07aa32663a3e4a84aab2d2c434b1d09e>

Table 5.19. Eastfield/Alexandriana/Mt Holly-Huntersville Components

Component	Description
Median/Center Turn Lanes	This cross-section includes a planted median/center turn lane
Travel Lanes	This cross-section includes four, 11-foot drive lanes.
Curb and Gutter	Included
On-Street Parking	None
Planting Strip	A planting strip is included on both sides.
Pedestrian Facility	A 12-foot multi-use path is included on both sides of this cross-section.
Bike Facility	The 12-foot multi-use path also serves as the bike facility.

Eastfield/Alexandriana/Mt Holly-Huntersville

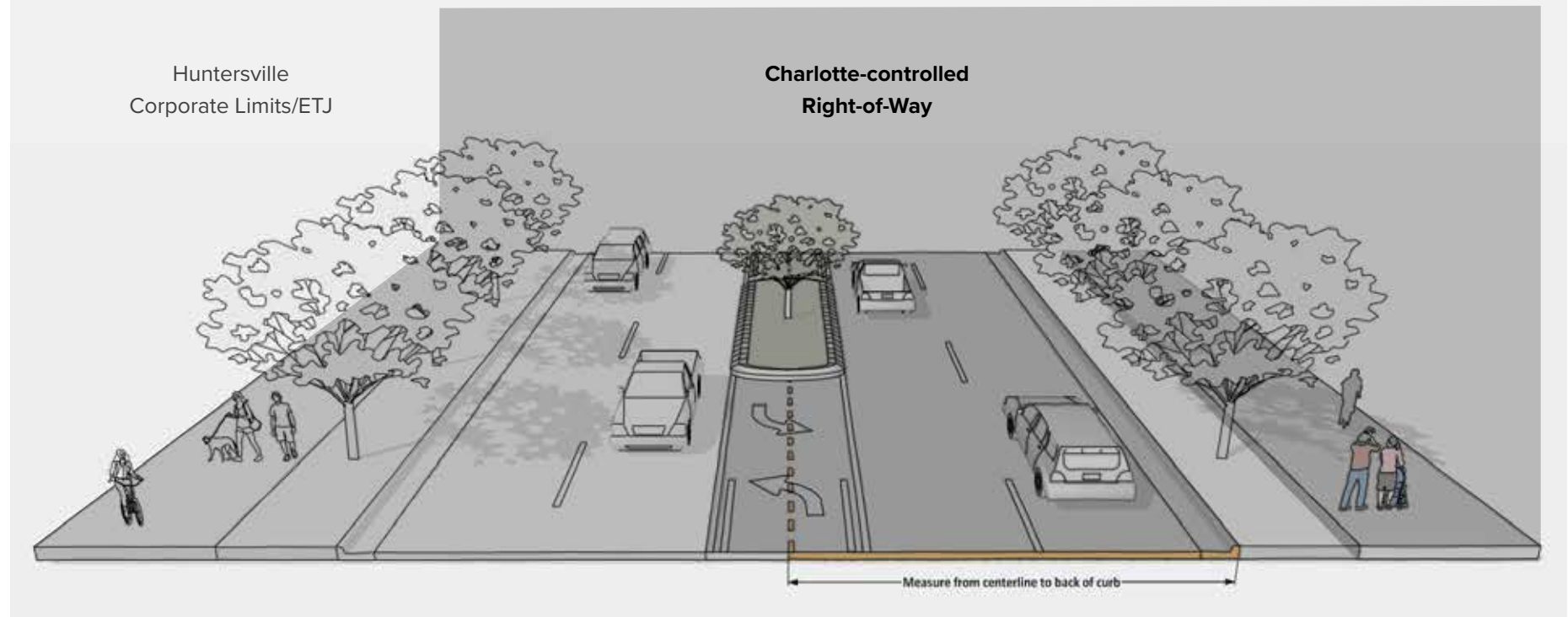


Figure 5.17. Eastfield/Alexandriana/Mt Holly-Huntersville Cross-Section. (Diagram not to scale.)

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5.3 Thoroughfare Network Maps

Figures 5.18 and 5.19, at right and on the following page, show where the cross-sections are applied across the CTP network and local thoroughfares. Of particular note is the recommended application of thoroughfare cross-sections to local roads that already operate as such: Ranson Road, McIlwaine Road, Asbury Chapel Road, and Black Farms Road. These roads already operate as collectors, connecting smaller neighborhood roads to higher order roads, so their design should be consistent with the rest of the network of thoroughfares.

One other noted recommendation, reflected in Figure 5.18 at right, is the realignment of South Church Street to align with Walters Street on the north of Huntersville-Concord Road. This recommendation is carried over from previous planning efforts the Town has conducted, and is designed to provide more distance between the intersection of Church Street and Huntersville-Concord Road, in order to improve the operation of the intersection.

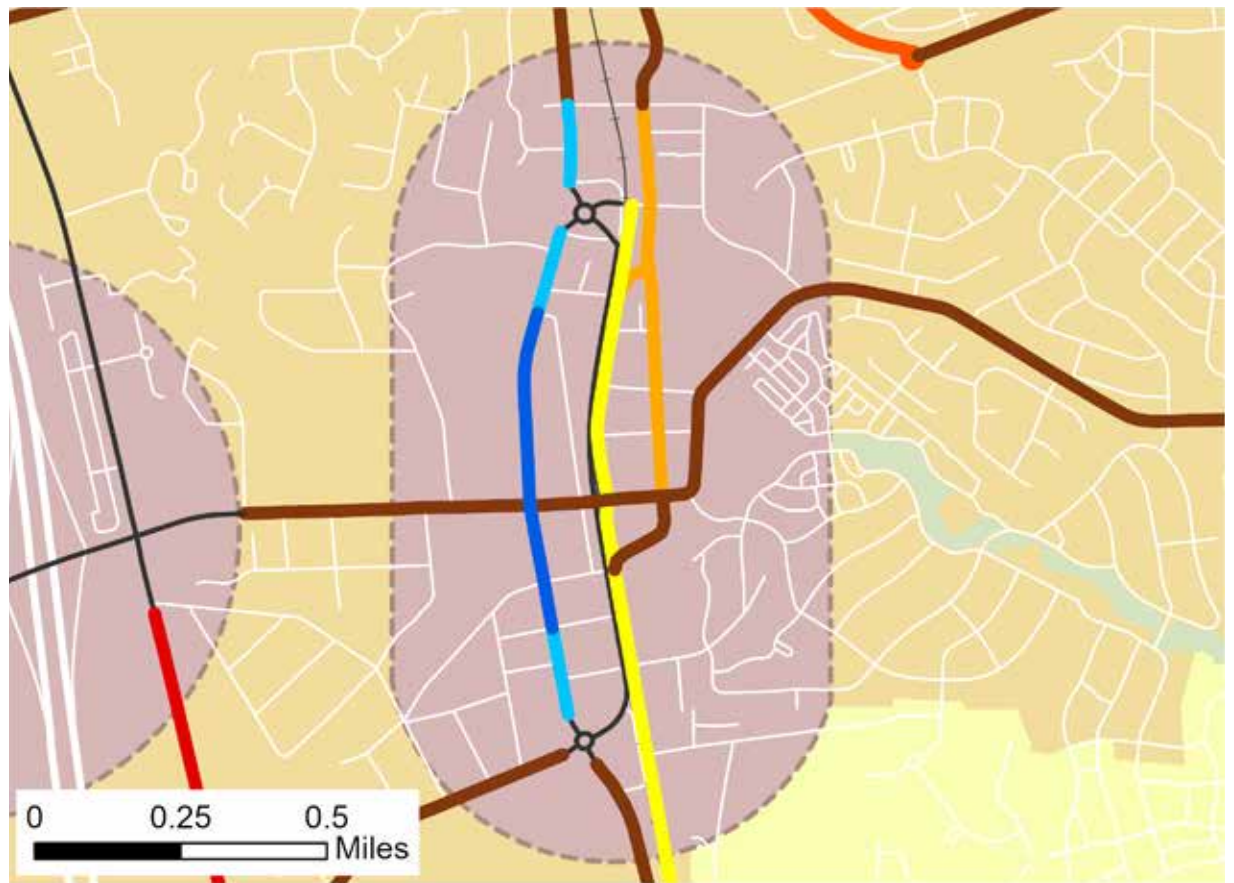


Figure 5.18. Downtown Inset of Cross-Section Recommendations

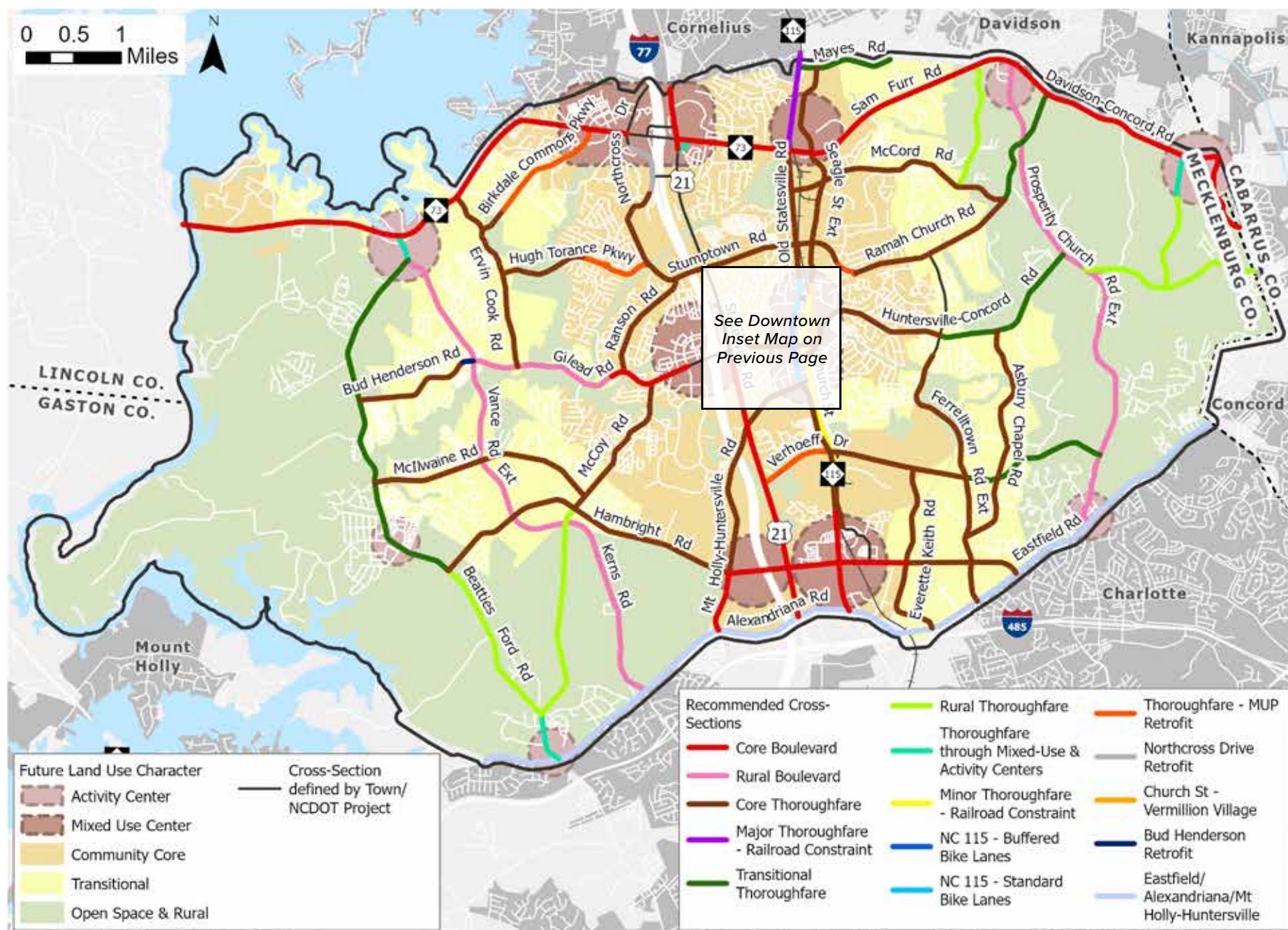


Figure 5.19. Cross-Sections Recommendations for CTP Network and Local Thoroughfares

5.4 Online Multimodal Street Map

A digital version of the thoroughfare network map was created as a public resource and reference about the recommended cross-sections. The multimodal street map provides information that can help residents and developers understand the multimodal vision for the Town's main

roadways. The online database can be accessed through the Town's website here: [Town of Huntersville](#). Users can click on any of the street segments in the map to reveal the details of the recommended cross-section (Figure 5.20), as well as the image of the cross-section (identical to those in Section 5.2 of this report).

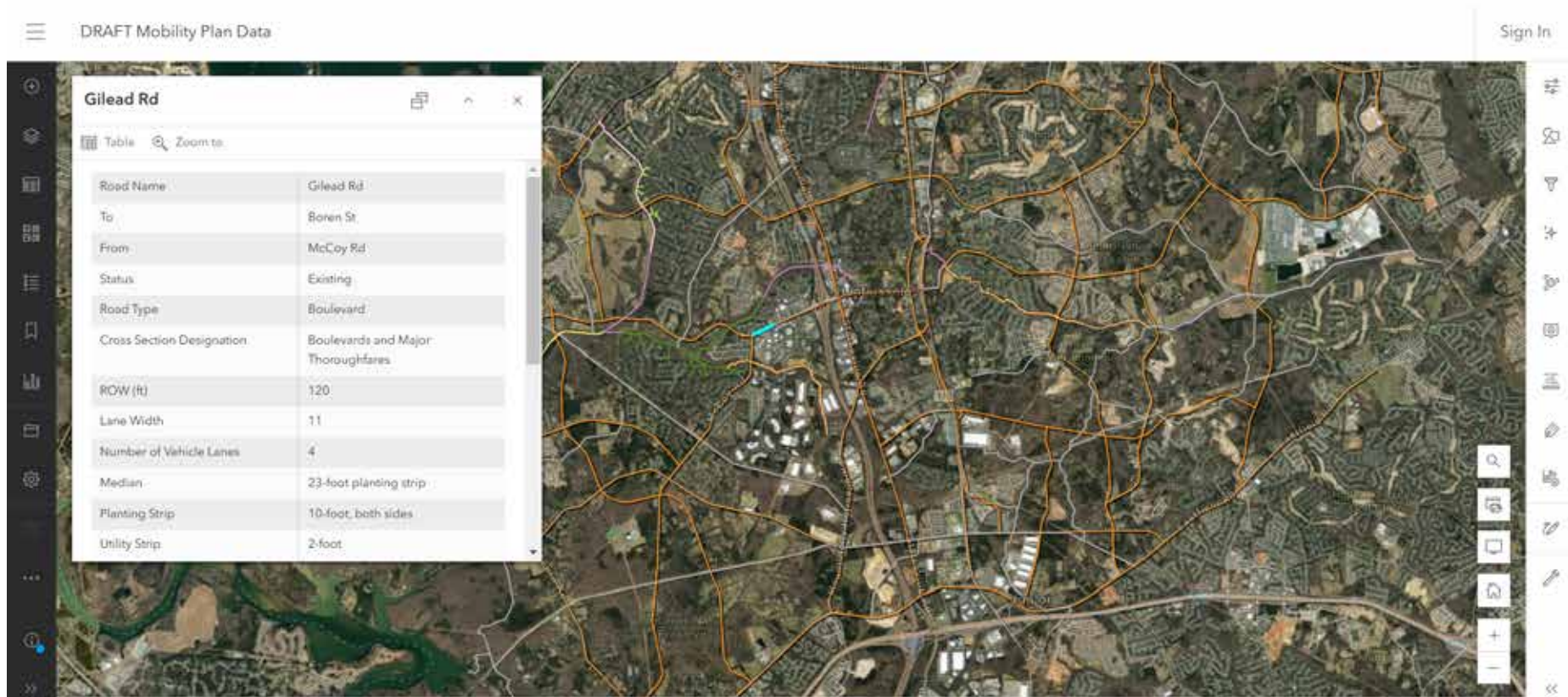
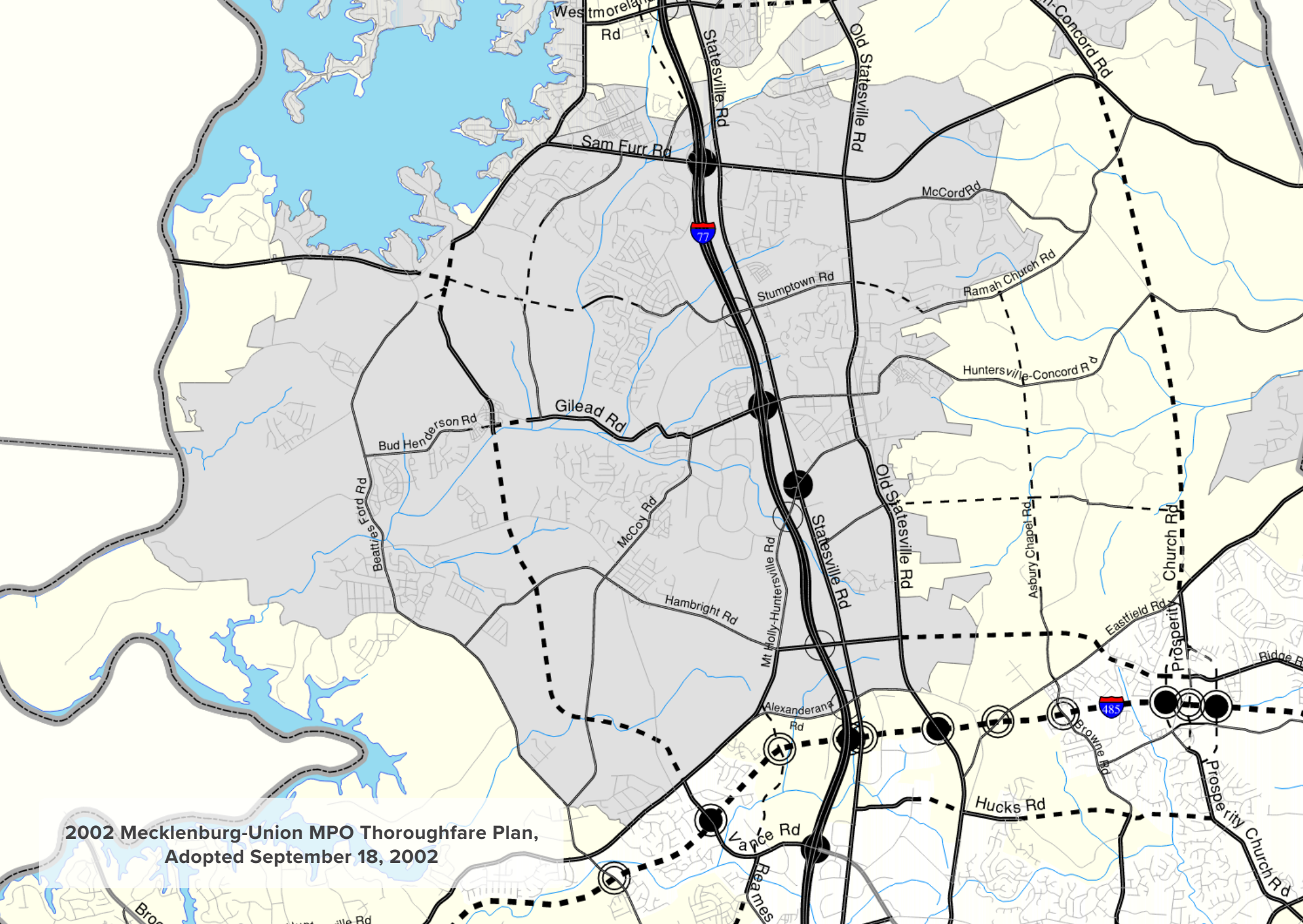
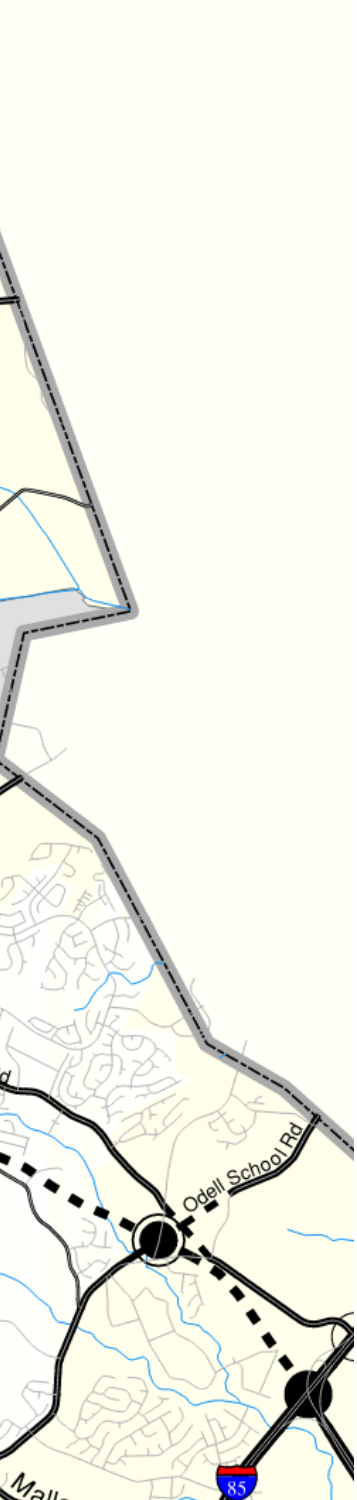


Figure 5.20. Online Multimodal Street Map

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2002 Mecklenburg-Union MPO Thoroughfare Plan,
Adopted September 18, 2002



CHAPTER 6

Recommendations, Mobility Strategies & Action Plan

6. RECOMMENDATIONS, MOBILITY STRATEGIES & ACTION PLAN

The Town of Huntersville has developed a vision to enhance mobility options for all people and all travel modes in Huntersville. In addition to implementing recommended projects, there are a number of strategies and steps that the Town can take to help advance mobility options in Huntersville. This Chapter details the recommendations, implementation strategies, and action steps necessary to reach the goal of safe and accessible mobility choices for all.

Vision

- » Our vision is to have a transportation network that integrates land uses; offers choices to safely connect pedestrians, bicyclists, transit riders, and motor vehicles to the community; and meets the needs for all users.

Goal

Safe & Accessible Mobility Choices for All.

6.1 Recommended Projects

The entire thoroughfare network was evaluated and separated into segments that can be built/implemented as discrete projects based on logical termini and intersections, as well as based on the implementation step necessary to build the recommended cross-section. For instance, some corridors may have to be rebuilt to widen and add additional lanes and multimodal elements, while other corridors may only need to have a multi-use path built in order to realize the recommended cross-section. Figure 6.1 on the following page shows the transportation network based on the project implementation type, and Table 6.1 on pages 98 through 101 details the implementation step for each project.

The types of implementation projects include:

- **Complete Streets Reconstruction** – requires a full rebuild of an existing roadway to add additional lanes, multi-use paths, landscaping and drainage/curb & gutter.
- **New Road Reconstruction** – requires building a new road on new right-of-way
- **Add Multi-Use Path(s)** – only requires the addition of multi-use path on one or both sides of an existing road
- **Re-striping** – only requires re-striping the pavement to reallocate space to create buffered bike lanes
- **Add Multimodal Facilities to Bridge** – requires bridge replacement to incorporate multimodal facilities

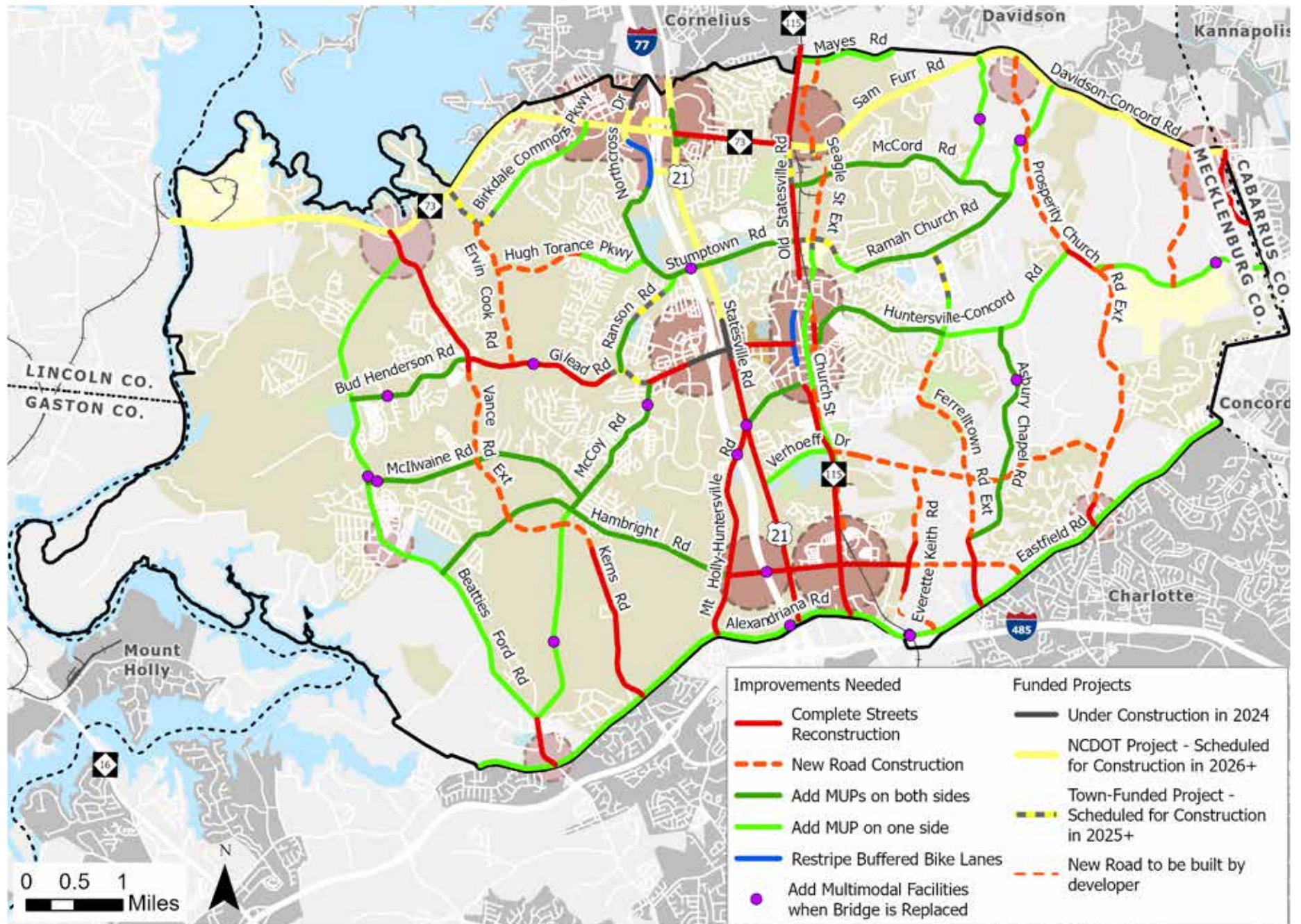


Figure 6.1. Implementation Step to Create Recommended Cross-Sections

Table 6.1. Project Implementation Table

Project	Roadway	Start/End	Cross-Section	Project Type
FUNDED PROJECTS UNDERWAY				
	NC 73	Lincoln County Line/Beatties Ford Rd	Core Boulevard	NCDOT Funded Project (R-5721A)
	NC 73	Beatties Ford Rd/Catawba Ave	Core Boulevard	NCDOT Funded Project (R-5721B)
	NC 73 (Sam Furr Rd)	Catawba Ave/Northcross Dr	Core Boulevard	NCDOT Funded Project (U-5765)
	NC 73 (Sam Furr Rd)	Northcross Dr/US 21 (Statesville Rd)	Core Boulevard	NCDOT Funded Project (U-5715)
	NC 73 (Sam Furr Rd)	Old Statesville Rd/Davidson-Concord Rd	Core Boulevard	NCDOT Funded Project (U-2632AB)
	NC 73 (Davidson-Concord Rd)	Davidson-Concord Rd/ Poplar Tent Rd	Core Boulevard	NCDOT Funded Project (R-5706A)
	Northcross Dr	Pinnacle Cross Dr/Northpointe Executive Park Dr	Core Thoroughfare	NCDOT Funded Project (U-5765)
	US 21 (Statesville Rd)	Arahova Dr/Holly Point Dr	Core Boulevard	NCDOT Funded Project (U-5771)
	US 21 (Statesville Rd)	Arahova Dr/Dallas St	Core Boulevard	NCDOT Funded Project (U-5114)
	US 21 (Statesville Rd)	Northcross Center Ct/Westmoreland Rd	Core Boulevard	NCDOT Funded Project (U-5767)
	Northcross Dr Extension	Northpointe Executive Dr/Eagleridge Way Ln	Core Thoroughfare	NCDOT Funded Project (U-5108)
	Ervin Cook Rd/Birkdale Commons Pkwy/Oliver Hager Rd Connection	Existing Birkdale Commons Pkwy/Oliver Hager Rd	Core Thoroughfares	Town Funded Project
	Gilead Rd	Wynfield Creek Pkwy/McCoy Rd	Core Boulevard	Town Funded Project
	NC 115 (Old Statesville Rd)	NC 73 (Sam Furr Rd)/McCord Rd	Core Boulevard	Town Funded Project
	Ranson Rd	Hunton Ln/Hightower Oak St	Core Thoroughfare	Town Funded Project
	Stumptown Rd	NC 115 (Old Statesville Rd)/Aberfeld Rd	Core Thoroughfare	Town Funded Project
	NC 115 (Old Statesville Rd)	Ramah Church Rd/Maxwell Ave	NC 115 - Standard Bike Lanes	Recently Completed
	NC 115 (Old Statesville Rd)	Mullen St/Mt Holly-Huntersville Rd	NC 115 - Standard Bike Lanes	Recently Completed
COMPLETE STREETS RECONSTRUCTION PROJECTS				
1	Asbury Chapel Rd	Trails End Ln/Eastfield Rd	Core Thoroughfare	Complete Streets Reconstruction
2	Beatties Ford Rd	NC-73/Gilead Rd	Thoroughfare through MU/Activity Centers	Complete Streets Reconstruction
3	Beatties Ford Rd	Mt Holly-Huntersville Rd/McCoy Rd	Thoroughfare through MU/Activity Centers	Complete Streets Reconstruction
4	Everette Keith Rd	Hambricht Rd/Eastfield Rd	Core Thoroughfare	Complete Streets Reconstruction
5	Gilead Rd	Beatties Ford Rd /Bud Henderson Rd	Rural Boulevard	Complete Streets Reconstruction
6	Gilead Rd	Bud Henderson Rd/ Wynfield Creek Pkwy	Rural Boulevard	Complete Streets Reconstruction
7	Gilead Rd	McCoy Rd/ I-77 ramps	Core Boulevard	Complete Streets Reconstruction
8	Gilead Rd	Commerce Centre Dr/NC 115 (Old Statesville Rd)	Core Thoroughfare	Complete Streets Reconstruction
9	Hambricht Rd	Mt Holly-Huntersville Rd/Statesville Rd	Core Boulevard	Complete Streets Reconstruction
10	Hambricht Rd	Statesville Rd/Old Statesville Rd	Core Boulevard	Complete Streets Reconstruction

Table 6.1. Project Implementation Table (continued from previous page)

Project	Roadway	Start/End	Cross-Section	Project Type
COMPLETE STREETS RECONSTRUCTION PROJECTS (continued from previous page)				
11	Hambright Rd	Old Statesville Rd/Everette Keith Rd	Core Boulevard	Complete Streets Reconstruction
12	Kerns Rd (Vance Rd Extension)	Mt Holly-Huntersville Rd/Vance Rd Extension	Core Boulevard	Complete Streets Reconstruction
13	Mt Holly-Huntersville Rd	Hambright Rd/Statesville Rd	Core Thoroughfare	Complete Streets Reconstruction
14	Mt Holly-Huntersville Rd	Northlake Centre Pkwy/Hambright Rd	Core Boulevard	Complete Streets Reconstruction
15	NC 73 (Sam Furr Rd)	Statesville Rd/Old Statesville Rd	Core Boulevard	Complete Streets Reconstruction
16	NC 115 (Old Statesville Rd)	Mayes Rd/NC 73 (Sam Furr Rd)	Major Thoroughfare – Railroad Constraint	Complete Streets Reconstruction
17	NC 115 (Old Statesville Rd)	McCord Rd/Ramah Church Rd	Core Thoroughfare	Complete Streets Reconstruction
18	NC 115 (Old Statesville Rd)	Mt Holly-Huntersville Rd/Verhoeff Dr	Core Thoroughfare	Complete Streets Reconstruction
19	NC 115 (Old Statesville Rd)	Verhoeff Dr/Stoney Station Pkwy	Core Thoroughfare	Complete Streets Reconstruction
20	Poplar Tent Rd	NC 73 (Davidson-Concord Rd)/Huntersville-Concord Rd	Core Boulevard	Complete Streets Reconstruction
21	US 21 (Statesville Rd)	Holly Point Dr/Caldwell Creek Dr	Core Boulevard	Complete Streets Reconstruction
22	US 21 (Statesville Rd)	Northcross Center Dr/NC 73 (Sam Furr Rd)	Core Boulevard	Complete Streets Reconstruction
23	US 21 (Statesville Rd)	Dallas St/Mt Holly-Huntersville Rd	Core Boulevard	Complete Streets Reconstruction
24	US 21 (Statesville Rd)	Mt Holly-Huntersville Rd/Verhoeff Dr	Core Boulevard	Complete Streets Reconstruction
25	US 21 (Statesville Rd)	Verhoeff Dr/Hambright Rd	Core Boulevard	Complete Streets Reconstruction
26	US 21 (Statesville Rd)	Hambright Rd/Alexandriana Rd	Core Boulevard	Complete Streets Reconstruction
NEW ROAD CONSTRUCTION PROJECTS				
27	Birkdale Commons Pkwy	Oliver Hager Rd/Tigers Paw Rd	Core Thoroughfare	New Road Construction
28	Church St	Dellwood Dr/Holbrooks Rd	Minor Thoroughfare – Railroad Constraint	New Road Construction
29	Church St Realignment	Huntersville-Concord Rd/near Greenway St	Core Thoroughfare	New Road Construction
30	Ervin Cook Rd	Gilead Rd/Birkdale Commons Pkwy	Core Thoroughfare	New Road Construction
31	Everette Keith Rd	Verhoeff Dr Extension/Hambright Rd	Core Thoroughfare	New Road Construction
32	Ferrelltown Pkwy	Ramah Church Rd/Keyes Meadow Way	Core Thoroughfare	New Road Construction
33	Ferrelltown Pkwy	Hugh Dixon Way/Asbury Chapel Rd	Core Thoroughfare	New Road Construction
34	Hambright Rd	Everette Keith Rd/Asbury Chapel Rd	Core Thoroughfare	New Road Construction
35	Hambright Rd	Asbury Chapel Rd/Eastfield Rd	Core Thoroughfare	New Road Construction
36	Hugh Torance Pkwy	East of Cool Meadow Dr/Wynfield Creek Pkwy	Core Thoroughfare	New Road Construction
37	Huntersville-Concord Rd - Davidson-Concord Conn	Huntersville-Concord Rd/Future Activity Center	Rural Thoroughfare	New Road Construction
38	Huntersville-Concord Rd – Davidson-Concord Connection	Davidson-Concord Rd/Future Activity Center	Thoroughfare through MU/Activity Centers	New Road Construction

Table 6.1. Project Implementation Table (continued from previous page)

Project	Roadway	Start/End	Cross-Section	Project Type
NEW ROAD CONSTRUCTION PROJECTS (continued from previous page)				
39	Meacham Farm Rd Extension	S terminus of Meacham Farm Rd/Winding Gorge Dr	Core Thoroughfare	New Road Construction
40	Prosperity Church Rd Ext	NC 73 (Sam Furr Rd)/Ramah Church Rd	Rural Boulevard	New Road Construction
41	Prosperity Church Rd Ext	Ramah Church Rd/Huntersville-Concord Rd	Rural Boulevard	New Road Construction
42	Prosperity Church Rd Ext	Huntersville-Concord Rd/Eastfield Rd	Rural Boulevard	New Road Construction
43	Seagle St Extension	Mayes Rd/NC 73 (Sam Furr Rd)	Core Thoroughfare	New Road Construction
44	Seagle St Extension	McCord Rd/Ramah Church Rd	Core Thoroughfare	New Road Construction
45	Vance Rd Extension	Bud Henderson Rd/Hambright Rd	Rural Boulevard	New Road Construction
46	Vance Rd Extension	Hambright Rd/Kerns Rd	Rural Boulevard	New Road Construction
47	Verhoeff Dr Extension	NC 115 (Old Statesville Rd)/Asbury Chapel Rd	Core Thoroughfare	New Road Construction
48	Verhoeff Dr Extension	Asbury Chapel Rd/Prosperity Church Rd Ext	Transitional Thoroughfare	New Road Construction
ADDING MULTI-USE PATHS (MUPs) PROJECTS				
49	Alexandria Rd	Mt Holly-Huntersville Rd/NC 115 (Old Statesville Rd)	Eastfield/Alexandria/Mt Holly-Huntersville	Add MUP on one side
50	Asbury Chapel Rd	Huntersville-Concord Rd/Trails End Ln	Transitional Thoroughfare	Add MUPs to one side
51	Beatties Ford Rd	Hambright Rd/McCoy	Rural Thoroughfare	Add MUP on one side
52	Beatties Ford Rd	Gilead Rd/Bud Henderson Rd	Transitional Thoroughfare	Add MUP on one side
53	Beatties Ford Rd	Bud Henderson Rd/Hambright Rd	Transitional Thoroughfare	Add MUP on one side
54	Birkdale Commons Pkwy	NC 73 (Sam Furr Rd)/Tigers Paw Rd	Thoroughfare – MUP Retrofit	Retrofit MUP
55	Black Farms Rd	NC 73 (Sam Furr Rd/McCord Rd	Rural Thoroughfare	Add MUP on one side
56	Bud Henderson Rd	Beatties Ford Rd/Old Bud Henderson Rd	Core Thoroughfare	Add MUPs on both sides
57	Bud Henderson Rd	Old Bud Henderson Rd/Vance Rd Ext	Bud Henderson Retrofit	Add MUPs to both sides
58	Church St	4th St/Dellwood Dr	Minor Thoroughfare – Railroad Constraint	Complete Streets Reconstruction
59	Church St/Meacham Farm Rd	Holbrooks Rd/S terminus of Meacham Farm Rd	Minor Thoroughfare – Railroad Constraint	Complete Streets Reconstruction
60	Eastfield Rd	NC 115 (Old Statesville Rd)/Poplar Tent Rd	Eastfield/Alexandria/Mt Holly-Huntersville	Add MUP on one side
61	Hambright Rd	Beatties Ford Rd/McCoy Rd	Core Thoroughfare	Add MUPs to both sides
62	Hambright Rd	McCoy Rd/Mt Holly-Huntersville Rd	Core Thoroughfare	Add MUPs to both sides
63	Holly Point Dr	NC 73 (Sam Furr Rd)/US 21 (Statesville Rd)	Thoroughfare through MU/Activity Centers	Add MUPs on both sides

Table 6.1. Project Implementation Table (continued from previous page)

Project	Roadway	Start/End	Cross-Section	Project Type
ADDING MULTI-USE PATHs (MUPs) PROJECTS (continued from previous page)				
64	Hugh Torance Pkwy	Wynfield Creek Pkwy/Stumptown Rd	Thoroughfare – MUP Retrofit	Retrofit MUPs
65	Huntersville-Concord Rd	NC 115 (Old Statesville Rd)/Ferrelltown Pkwy	Core Thoroughfare	Add MUPs to both sides
66	Huntersville-Concord Rd	Ferrelltown Pkwy/Hiwassee Rd	Transitional Thoroughfare	Add MUPs on one side
67	Huntersville-Concord Rd	Prosperity Church Rd Ext/Poplar Tent Rd	Rural Thoroughfare	Add MUP on one side
68	Mayes Rd	Caldwell Station Rd/Westmoreland Rd	Transitional Thoroughfare	Add MUP on Huntersville side
69	McCord Rd	NC 115 (Old Statesville Rd)/Ramah Church Rd	Core Thoroughfare	Add MUPs to both sides
70	McCoy Rd	Beatties Ford Rd/Hambright Rd	Rural Thoroughfare	Add MUP on one side
71	McCoy Rd	Hambright Rd/Gilead Rd	Rural Thoroughfare	Add MUP on one side
72	McIlwaine Rd	Beatties Ford Rd/McCoy Rd	Core Thoroughfare	Add MUPs to both sides
73	Meacham Farm Rd/Bryton Pkwy	Winding Gorge Dr	Thoroughfare – MUP Retrofit	Retrofit MUPs
74	Mt Holly-Huntersville Rd	Beatties Ford Rd/Alexandriana Rd	Eastfield/Alexandriana/Mt Holly-Huntersville	Add MUP on one side
75	Mt Holly-Huntersville Rd	US 21 (Statesville Rd)/NC 115 (Old Statesville Rd)	Core Thoroughfare	Add MUPs on both sides
76	Northcross Dr	Hugh McAuley Rd/Cascade Loop	Thoroughfare – MUP Retrofit	Retrofit MUPs
77	Ramah Church Rd	Stumptown Rd/McCord Rd	Core Thoroughfare	Add MUPs to both sides
78	Ramah Church Rd	McCord Rd/NC 73 (Davidson-Concord Rd)	Transitional Thoroughfare	Add MUPs on one side
79	Ranson Rd	Hightower Oak St/Gilead Rd	Core Thoroughfare	Add MUPs to both sides
80	Seagle St	Hord Dr/Ramah Church Rd	Core Thoroughfare	Add MUP on both sides
81	Stumptown Rd	Hugh Torance Pkwy/US 21 (Statesville Rd)	Core Thoroughfare	Add MUPs on both sides
82	Stumptown Rd	US 21 (Statesville Rd)/NC 115 (Old Statesville Rd)	Core Thoroughfare	Add MUPs on both sides
83	Stumptown Rd	Aberfeld Rd/ Ramah Church Rd	Thoroughfare – MUP Retrofit	Retrofit MUPs
84	Verhoeff Dr	US 21 (Statesville Rd)/NC 115 (Old Statesville Rd)	Thoroughfare – MUP Retrofit	Retrofit MUPs
RE-STRIPING PROJECTS				
85	NC 115 (Old Statesville Rd)	Maxwell Ave/Mullen St	NC 115 - Buffered Bike Lanes	Re-stripe Buffered Bike Lanes
86	Northcross Dr	Pinnacle Cross Dr/Cascade Loop	Northcross Dr Retrofit	Re-stripe Buffered Bike Lanes
BRIDGE REPLACEMENT PROJECTS				
Multiple	See Figure 3.6 on page 49 and Table 3.3 on page 48 for locations & details		Various	Replace bridge and include multimodal facilities

6.2 Project Prioritization

With discrete projects defined, the next step y will then be scored based on prioritization criteria developed by the Technical Committee (TC). The TC worked to develop a means of scoring each project, so that the benefits of each project (in terms of safety, mobility, and quality of life issues) could be considered by Town residents and leadership. Many of the community priorities aligned with the Charlotte Regional Transportation Planning Organization (CRTPO) prioritization criteria, so the TC recommended using the a process similar to CRTPO's to score projects. Table 6.2 shows the criteria and the variables that relate to each of the criteria that will be used to score the projects identified in this plan.

The scored project list will then serve as a starting point for the Town to identify and prioritize investment to move these projects forward.

Table 6.2. Prioritization Criteria

Prioritization Criteria	Specific Variables for Each Criterion
Trip Generation and Connectivity	High, Moderate and Low Interest Destination
	Connections to Existing Facilities
	Adopted Plans and Policies
	Place-Making Amenities
Safety	Demonstrated Need/Desire
	Documented Safety Challenge
	Reduce Human Exposure
	Traffic Calming
Health and Environment	Vehicle Traffic
	Emission and Pollutant Reduction
	Social Equity
	Environmental Quality
Feasibility and Cost	Health Equity
	Effective Use of Federal Funds
	Amount of Available Funding Requested
	Local Match Commitment
	Right-of-Way Previously Acquired/ Available
	Cost-Benefit

6.3 Crossing Improvements

In addition to cross-section recommendations and corridor projects, this plan advanced recommendations for bike and pedestrian crossings, building off of locations identified in the 2020 *Bike Plan Update* for crossing improvements. The conceptual designs for three critical bicycle and pedestrian crossings were developed in order to advance the safety of the bike and pedestrian network. These three concepts also address barriers to multimodal travel that were identified in Section 3.4 on constraints and barriers (page 48).

6.3.1 Sam Furr Road Crossing

Figure 6.2 shows a concept for installing a pedestrian hybrid beacon on NC 73, west of NC 115, to provide safer connectivity to the greenway that is under construction through North Mecklenburg Park. This crossing will include a pedestrian hybrid beacon (PHB), also referred to as a HAWK signal, that signals to motor vehicles to stop when activated by a pedestrian. This crossing improvement will provide a critical safe connection between the quiet streets in Hampton Ridge and Knoxwood Drive and the park and greenway.

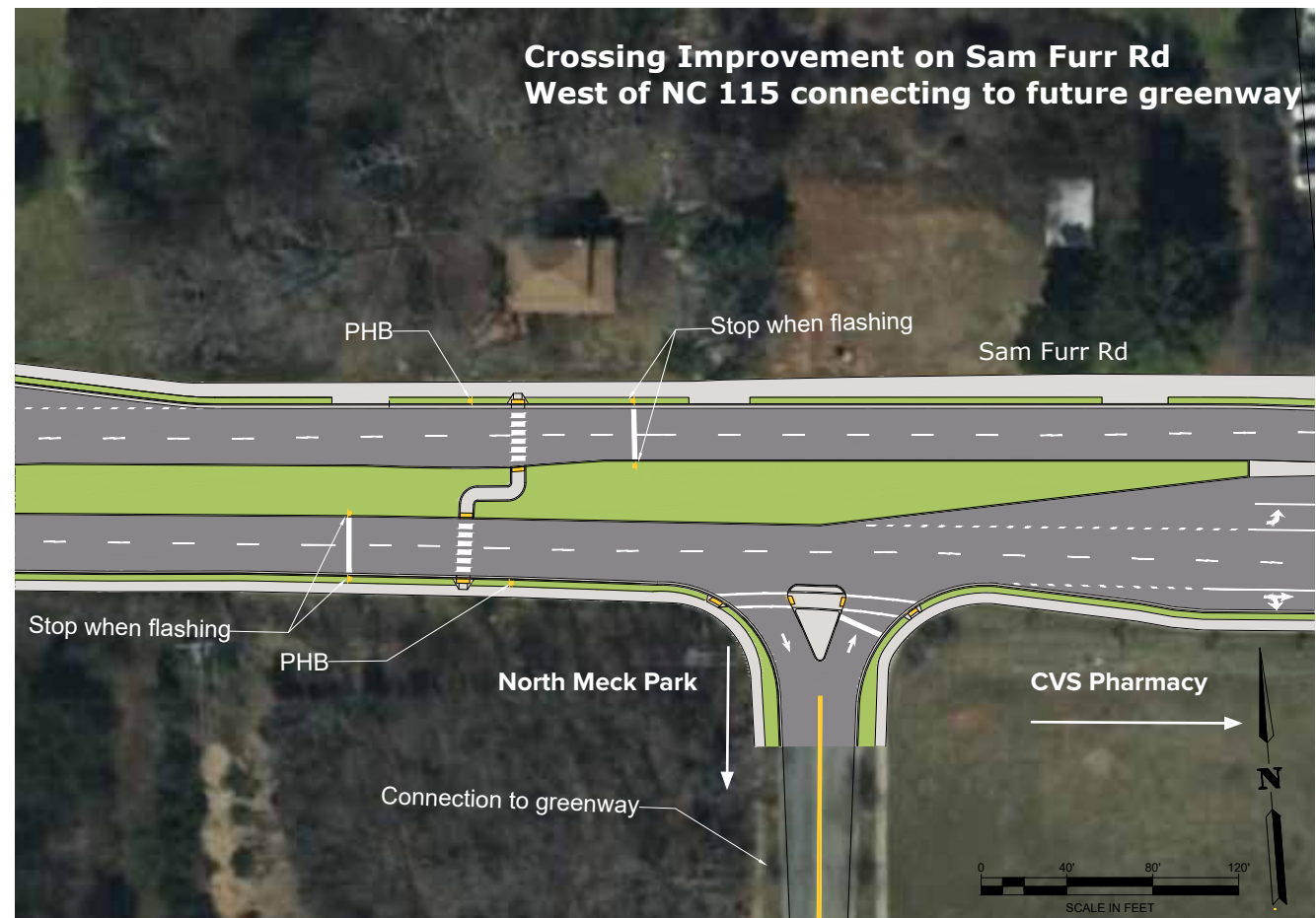


Figure 6.2. Conceptual design for crossing improvement to connect to North Mecklenburg Park and greenway.

6.3.2 Huntersville-Concord Road Crossing

Another crossing improvement is identified at the intersection of Church Street and Huntersville-Concord Road (Figure 6.3). This crossing is designed in anticipation of the Seam Trail being built along Church Street, and this crossing will provide improved safety and wayfinding for pedestrians and bicyclists as they travel north and south along this 60+ mile trail that when completed will stretch from Statesville, North Carolina, to the South Carolina border. It will also provide critical pedestrian connectivity between the future Red Line Station and Vermillion Village and the Pottstown neighborhood.

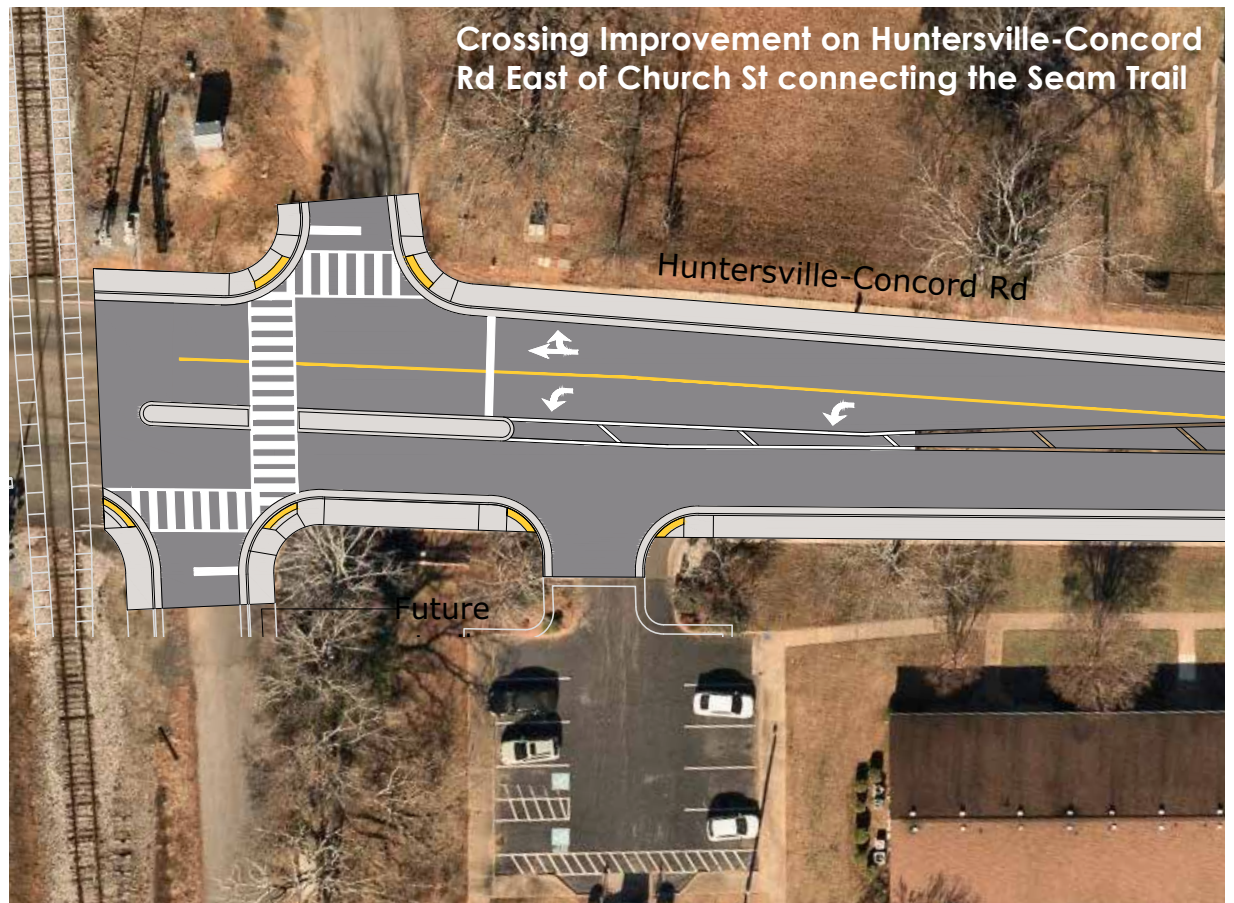


Figure 6.3. Conceptual design for crossing improvement for The Seam Trail along Church Street

6.3.3 Old Statesville Road Crossing

The third crossing improvement is identified near the intersection of Old Statesville Road (NC 115) and Preysing Street (Figure 6.4). This crossing is designed with a pedestrian hybrid beacon (PHB) to stop vehicular traffic. This recommended improvement is designed to address the safety concerns with the high number of students from North Mecklenburg High School who cross at this location on a daily basis.



Figure 6.4. Conceptual design for crossing improvement to connect to North Mecklenburg High School and Bryton shopping center

6.2 Mobility Strategies

The number of projects and costs to implement them far outpace the available funding to build the recommended projects. Building out the database in order to prioritize projects based on evolving needs and opportunities over time will be necessary to identify near-term priority projects, and a long-term playbook to work down the list. This section outlines strategies to guide the prioritization process and keep the momentum for project implementation:

Building Capacity through Network and Connectivity

Congestion occurs when the traffic demand exceeds the capacity of the roadway. Historically, the approach to congestion is to provide more capacity in the form of widening roads to add more travel lanes. This cumulative effect of this over many decades has been widening major highways and freeways to be four lanes or more in some of our heavily traveled areas. Rigorous analysis of the effectiveness of this approach in relieving congestion has revealed that widening of roadways has not resulted in less congestion. Instead, a phenomenon now known as “induced demand” has been identified, which is where increased capacity leads to increased demand and travel so congestion returns as the increased demand outpaces the added capacity shortly after a roadway project is complete.

An alternative approach to widening roads to add capacity is to build more capacity by increasing network connections in the form of new roadways. Huntersville can apply this approach by prioritizing new thoroughfare connections over widening existing roads. Reflecting on the fact that only 1.6 miles of new thoroughfares have been built since 1988 (see Section 3.6 Thoroughfare Plan Build-Out on page 52 for more details), it appears that the build-out of the thoroughfare network recommended in the Long Range Thoroughfare Plans and the Comprehensive Transportation Plans has not kept pace with the population growth and increasing travel demand in Huntersville. Focus should be on adding capacity and increasing connectivity to highways I-77 and I-485.

Additionally, Huntersville can improve the network by increasing connectivity. Huntersville’s Streets ordinance (See Figure 1.1 on page 2) requires connectivity between developments, which is critical to leveraging the capacity of the existing roadway network.

Building Multimodal Capacity

Building out the bicycle and pedestrian facility network also provides increased capacity to the transportation system. The bicycle and pedestrian infrastructure can connect people for short distance trips to key destinations and to transit services as well. Filling gaps identified in Section 3.2, on page 44, should be a priority.

In addition to building the infrastructure, updating the Traffic Impact Analysis (TIA) Ordinance, found within the Town of Huntersville’s Zoning Ordinance, should be prioritized to incorporate best practices related to Multi-Modal Level of Service (MMLOS), in addition to conventional vehicular Level of Service (LOS) analysis. This would allow the Town to identify shortfalls in the multimodal networks that would otherwise not be evaluated or considered in a conventional TIA process.

Additional multimodal strategies to pursue include:

- Accommodate bicyclists and pedestrians on new and existing roadway bridges, underpasses, and interchanges to minimize dangerous crossings and conflict points for vulnerable users.
- Require temporary traffic controls for pedestrian access during construction
 - » Adopt policy that applies Chapter 6 of the Manual on Uniform Traffic Control Devices (MUTCD) for Temporary traffic controls.
 - » Require construction plans to include traffic control plans for all modes of transportation.
- Develop a dedicated bicycle and pedestrian infrastructure and maintenance funding stream to maintain high-quality bicycle and pedestrian infrastructure over time.
- Enhance Safe Routes to School (SRTS)

- Develop a policy for Pedestrian Hybrid Beacon (PHB or HAWK) and Rectangular Rapid Flashing Beacon (RRFB) Installation at Intersections and Mid-block Crossings
- Identify best practices and possible locations in coordination with Charlotte Area Transit System (CATS) to address crossing needs at transit stops and major destinations.

Broadening the Culture and Mindset

As important as the planning and engineering is in creating a multimodal transportation network, so is cultivating the culture and mindset where residents want transportation options and expect the Town to provide them. Huntersville residents already possess the first part in wanting transportation options—the survey results from this plan and the *2040 Community Plan* bear that out (see Figure 6.5, at right).

Commitment to all modes and all users must also be embraced by municipal staff and officials. The question now is how to further grow the commitment to a more balanced transportation system.

Huntersville’s peers are making strides to become safer and more accommodating for all modes. General trends and overarching themes include dedicated bicycle and pedestrian staffing and funding, shared mobility options, microtransit service, and investing in signature projects that generate energy within the community.

These initiatives would not only help meet the demand for more mode choices, but also encourage more residents to try different commute and travel patterns, educate officials and staff, and inspire community action in the Town to participate in events, and even garner support for local projects.

Measuring Progress

The best way to maintain momentum is to continue to monitor the progress regularly. Regular updates of how the plan is advancing should be provided. Some metrics to consider include:

- Miles of thoroughfares built
- Miles of multi-use paths built
- Number of priority projects built
- Bicycle and pedestrian counts to show how the facilities are being used

Regarding the last item, bicycle and pedestrian counts, this is critical to having better information on how people travel in Huntersville. Nationwide, communities collect data on vehicle movements, but rarely is data collected on bicycle and pedestrian use. Due to the lack of basic metrics, this means that what is not counted is not funded. Collecting more data can help to increase funding for and put in place better bicycle and pedestrian infrastructure. This is especially important in identifying areas of the highest need, which are often under-represented in public input.

An effective bike and pedestrian count program consists of two elements—continuous counts and spatial coverage counts. It is recommended that Huntersville initiate a bike and pedestrian count program that includes both of these elements. The Town of Chapel Hill has a count program that can serve as a model for Huntersville.

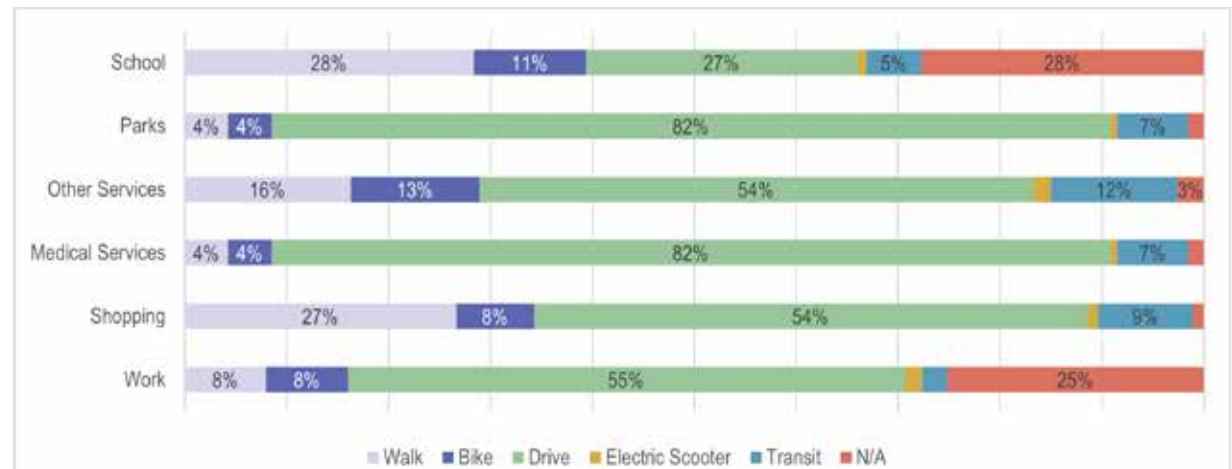


Figure 6.5. How would you like to travel around Huntersville? (N=465)

Adoption and Implementation of a Revised Complete Streets Policy

Complete Streets are streets that incorporate all modes of transportation to serve every person using the transportation network. The Town has adopted a policy consistent with Complete Streets, although a more formal adoption of a modified policy may be beneficial.

This Mobility Plan is the next step in implementing the Complete Streets Policy through the development and adoption of well-defined roadway cross-sections that incorporate bike and pedestrian facilities in every major roadway corridor.

The policy framework developed by the National Complete Streets Coalition is instrumental in guiding communities to craft robust Complete Streets policies that resonate with the unique needs and aspirations of their localities. The Policy Framework was substantially updated in 2018. It encapsulates a set of ten core policy elements that serve as foundational blocks for constructing policies that prioritize the safety and mobility of all citizens.

According to the Coalition's Framework, the Huntersville Complete Streets policy should include a commitment and vision; mandate coordination and adopt design guidance. The Town has successfully done so.

The Coalition's framework also calls for jurisdictions to prioritize improvements in underserved communities, conduct proactive land use planning, set criteria for choosing projects, and create a plan for implementation. Each of these functions is undertaken by Huntersville now, although there is no Complete Street Policy that encompasses these matters or expresses the Town's related commitments.

Lastly, the Coalition's framework calls for Complete Street policies to do the following, and for the respective jurisdiction to undertake the related actions. The Policy should apply to all projects and phases and be implemented as well in each respective program. This means that roadway preservation projects and resurfacing projects should also be assessed for possible reconfiguration to accommodate all modes. The Policy should also allow only clear exceptions. Some agencies define the exceptions (e.g., projects <\$500,000 in cost) while other policies define a process (usually requiring a documented decision on the exception, signed by a department manager, or even elected officials). The Town should consider developing a policy for how exceptions will be handled, and updating the Zoning Ordinance accordingly. Finally, the Town should measure progress and report the progress to the public.

Land Use Policy

The transportation network facilitates development and connects people to key destinations. As such, its function and effectiveness are integrally linked with land use policy and decision-making. Land use policies that consolidate disparate uses and segregate them into zones create an auto-dependent transportation network. Similarly, transportation corridors designed to facilitate free-flow of vehicular traffic are challenging to integrate with a well-connected, vibrant, and diverse range of land uses that support alternative modes of transportation.

The Town of Huntersville is aware of the interdependency of land use and transportation planning and has updated its Comprehensive Plan and Zoning Ordinance accordingly. Many of the adopted Future Land Use Character Areas and corresponding Zoning Districts encourage a mix of uses and densities that support multimodal transportation. Further, the Land Use and Housing Policy recommendations of the *2040 Community Plan* concentrate growth in mixed-use nodes and activity centers, which substantiates the development of a diverse and robust transportation network in those areas. Additional recommendations to align mobility planning with Huntersville's land use vision include:

- Provide density bonuses along transit corridors.
- Consider the following amendments to off-street parking requirements:
 - » In addition to the existing square footage thresholds, factor in public transit accessibility, bicycle parking availability, pedestrian-friendly design, and other conditions that may reduce parking demand and space requirements.
 - » Shared parking strategies that allow adjacent commercial uses with different peak hours to share parking spaces.
 - » In Mixed-Use Centers, consider a more integrated approach that assumes users will walk to and from the different uses within the same development, thereby reducing overall parking demand and consolidating space requirements.
- Adopt policies and regulations that support quality workforce housing accessible to transit.
- Work with CATS to incentivize the use of public transportation by:
 - » Providing additional routes to Employment, Mixed-Use, and Activity Centers
 - » Educating the public that transit is often less expensive and faster than Single Occupant Vehicles (SOV) travel.
 - » Offering subsidies/discounts on passes.

6.3 Action Steps

Implementing the recommendations within this plan will require leadership and dedication to the Town's mobility vision by elected officials and citizens and a variety of agencies, organizations, and partners. The Town will not be able to accomplish the recommendations of this plan by acting alone; success will be realized through collaboration with state and federal agencies, neighboring communities, land owners, the private sector, and non-profit organizations. Equally critical, and perhaps more challenging, will be meeting the need for a recurring source of revenue. Even small amounts of local funding will be very useful and beneficial when matched with outside sources.

It is difficult to know what financial resources will be available at different time frames during the implementation of this plan. However, there are still important actions to take in advance of major investments, including key organizational steps and the development of strategic, lower-cost infrastructure projects. Following through on these priorities will allow the key local and regional partners to implement the larger list of projects of programs over time while taking advantage of strategic opportunities, as they arise.

The main ways to improve mobility conditions in Huntersville are through transportation facility construction and improvement, and policy/regulatory changes and evaluation. This section outlines the action steps for the Town Board of Commissioners and Town Staff:

Town Board Action Steps

1. Adopt the Mobility Plan
2. Direct staff to draft a Complete Streets policy that outlines how the Mobility Plan will be implemented to ensure that existing infrastructure, gaps in infrastructure, and new infrastructure are aligned with the principles and recommendations laid out in the Mobility Plan.
3. Direct staff to draft an update to the Traffic Impact Analysis (TIA) ordinance to be a multimodal traffic impact study.
4. Direct staff to update the roadway and sidewalk annual maintenance improvement process to reflect the recommendations of the Mobility Plan (i.e., ensure that the priority projects reflect the Board's goals for expanding and maintaining the transportation network).
5. Direct staff to draft a Land Use Policy to align the Mobility Plan with the Town of Huntersville's land use vision.

Town Staff Action Steps

1. Review and update the Zoning Ordinance, Subdivision Ordinance, and the Engineering Standards and Procedures Manual to be consistent with the Mobility Plan and its cross-section recommendations:
 - » Remove any cross-sections/plans/ordinances made void by the adoption of this Mobility Plan (Planning and Engineering Staff).
 - » Retire any plan elements that are superseded by the Mobility Plan.

2. Submit amendments to the CTP to have the following roads classified as minor thoroughfares, in accordance with how they already operate in Huntersville's roadway network (Planning Staff, Town Board):
 - » Ranson Road
 - » Black Farms Road
 - » Asbury Chapel Road
 - » McIlwaine Road
3. Submit request to have the following roads classified as Minor Collectors in the Federal Aid System, in accordance with how they already operate in Huntersville's roadway network (Planning and Engineering Staff):
 - » Stumptown Road/Northcross Road
 - » Bud Henderson Road
 - » Hambright Road (west of McCoy Road)
 - » Kerns Road
 - » Verhoeff Road
 - » Ranson Road
 - » McCord Road
4. Create a transportation project priority list implementing the Town scoring methodology with a proportional scoring method based on the priorities identified by the Town Board (see Town Board Action Step #4).
5. Create a list of study and/or data analysis priorities based on the transportation project priority list to provide the evidence necessary to pursue funding opportunities and partnerships.
6. Identify appropriate funding opportunities for top priority projects (Planning Staff and

Manager's Office). The Infrastructure Investment and Jobs Act (IIJA, also known as the Bipartisan Infrastructure Law or BIL) has allocated billions of dollars in the federal budget to transportation projects. Currently there are many opportunities through the US Department of Transportation (USDOT), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) to apply for funding to improve mobility options for all. The Town should seek opportunities through discretionary and formula funding to complete its Mobility Plan.

- » Use these cross-sections to inform project submissions to future MTPs and subsequent STIP prioritization rounds.
- » Use this plan's prioritized list of projects as a starting point to identify projects for STIP, Discretionary Grant, and other funding sources.

7. Create a system for reporting measurable progress to the community and the Town Board on the implementation of recommended projects. The project list (Table 6.1 on pages 98 through 101) and Action Steps from this plan will be reviewed and updated annually and recommendations for new projects will be developed at that time. At least annually, and prior to development of the town's capital improvement plan (CIP), Town staff will review project prioritization and actions and provide staff recommendations for the following fiscal year.

- » An annual Planning Board meeting will be scheduled to review the recommended priority projects and proposed updates to the project list for the purpose of making

a recommendation to the Town Board of Commissioners.

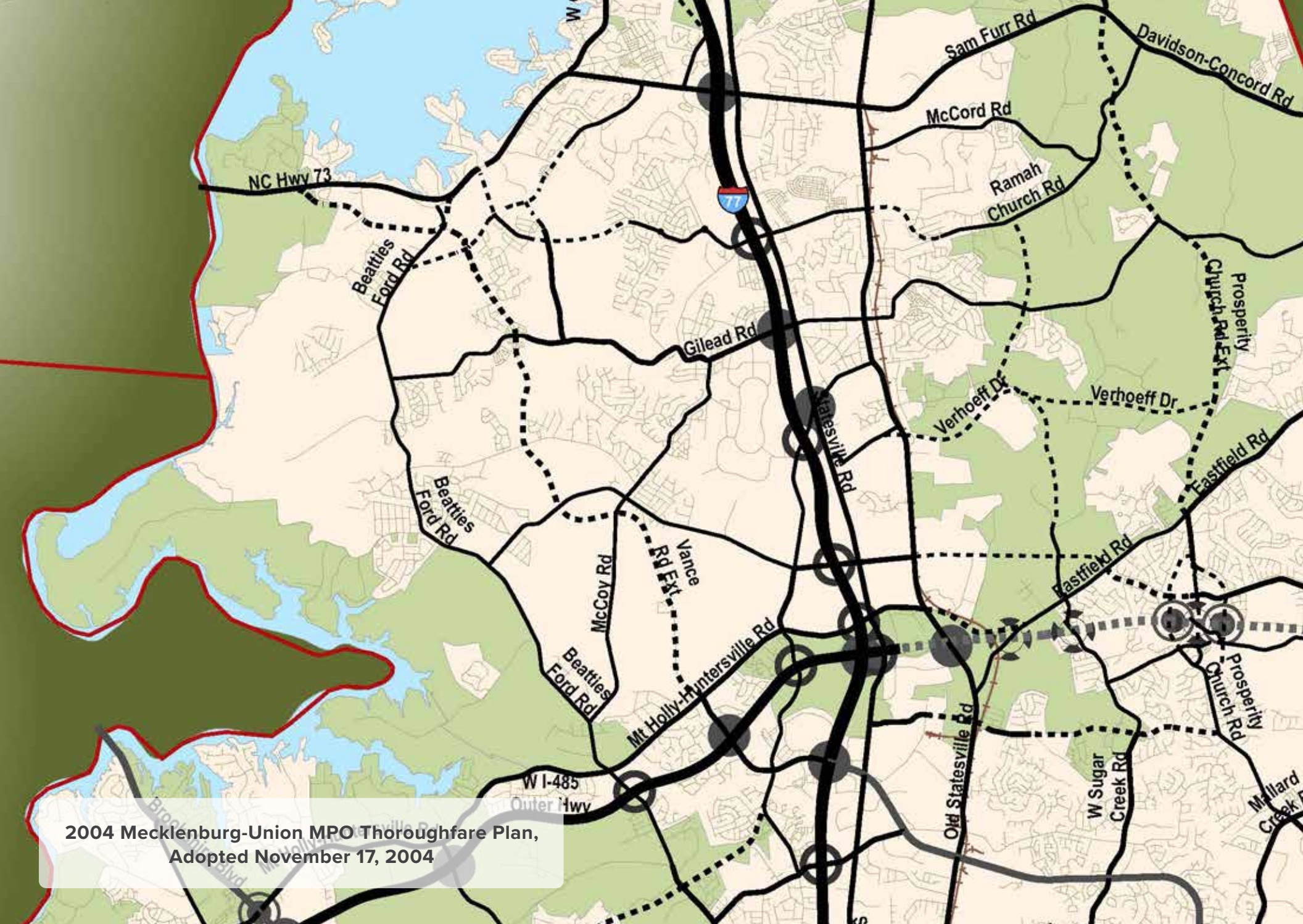
- » Priority project and funding lists will be presented to the Town Board of Commissioners for Approval.
- » Town Staff will pursue grants each year for priority projects based on the Town-board approved list of projects. For grant amounts under \$50,000 for priority projects or programs, prior board approval will not be required assuming no local match is required or that matching funds have been previously approved.
- » Every five years a more comprehensive review of project status and prioritization should be considered.

» Every year an Action Plan for each annual list of priority projects will be developed by Town staff. The annual action plan should be populated with the current priority projects from the Mobility Plan. The action plan should include, but is not limited to the following elements:

1. Project / Policy Name:
2. Responsible Departments/Staff:
3. Funding sources:
4. Time Allocation:
5. Partners needed:
6. Board Action required:
7. Process for approval and implementation
8. Timeline to complete

Table 6.3. Action Steps

Time-frame	Action Step	Responsibility
After adoption	Update Zoning Ordinance, Subdivision Ordinance, and Engineering Standards & Procedures Manual	Planning & Engineering Departments
	Prioritize project list & Identify 10 Key Projects	Planning Department
Ongoing/ Immediate	Develop a bike/ped count program	Planning & Engineering Departments
	Update prioritization list	Planning Department
	Identify Funding for Priority Projects	Planning Department
	Measure Progress	Planning Department
Within year (or by FY26)	Update Complete Streets Policy	Planning & Engineering Departments
	Submit amendments to CTP	Planning Department
	Submit requests for Federal Aid System classification for additions roads	Planning Department
	Update TIA requirements to include multimodal elements	Planning & Engineering Departments



2004 Mecklenburg-Union MPO Thoroughfare Plan,
Adopted November 17, 2004



Appendix A

Review of Existing Plans & Ordinances

Appendix A. Review of Existing Plans & Ordinances

Existing Plans

2050 Metropolitan Transportation Plan (MTP)

The Metropolitan Transportation Plan (MTP) serves as a comprehensive, long-range plan for transportation investments within the CRTPO region through the planning horizon year of 2050. The plan identifies transportation needs and projects for the three counties in the region served by the organization. Goal 2 of the plan is to “Promote an integrated, accessible, multimodal transportation system,” and Goal 3 was to “Develop transportation plans and policies that improve quality of life for residents, are sensitive to significant features of the natural and human environment and encourage linkages between transportation and land use.”

- Statesville Rd (US-21) – Widen from 2 to 4 lanes with median, wide outside lanes and sidewalk.
- Sam Furr Rd (NC 73) – Widen from 3½ lanes to 6 lanes with median, wide outside lines, and sidewalks. W. Catawba Ave to Northcross Dr
- Statesville Rd (US 21) widen 2 to 4 lanes with median and shared use path (Hambright Rd to Gilead Rd)

- Statesville Rd (US21) at Gilead Rd – Construct intersection improvements with bicycle and pedestrian connections
- Gilead Rd from Statesville Rd to Old Statesville Rd (US115) – widen from 3 lanes to 4 lanes with bike lanes and sidewalks.
- Gilead Rd from McCoy Rd to Wynfield Parkway – widen roadway from 2 to 4 lanes with median.
- I-77 at Gilead Rd – convert existing interchange to diverging diamond interchange with bike/pedestrian accommodations.
- I-77 at Sam Furr Rd (NC 73) – same as above
- Main Street from Old Statesville Rd (NC 115) at Mt Holly-Huntersville Rd to Ramah Church Rd—widen and realign roadway with bike lanes and sidewalks.
- NC73 from Vance Rd Ext to W. Catawba Ave – widen from 2 to 4 lanes with median, wide outside lanes, and sidewalks.
- Old Statesville Rd from Main St to Sam Furr Rd (NC73) – widen from 2 to 4 lanes with median bike lanes and sidewalks.
- Sam Furr Rd (NC73) from Old Statesville Rd to Davidson-Concord Rd – widen to multi-lanes.



Comprehensive Transportation Plan (CTP)

The Comprehensive Transportation Plan (CTP) is an inventory of envisioned transportation improvements within the planning area. The CTP was developed in conjunction with NCDOT to identify highway, bike/pedestrian, transit, and rail corridors that either need improvement or are recommended new facilities. The CTP is not fiscally constrained, identifying all potential improvements and serving as the basis for identifying specific project needs. The CTP includes a map of existing, needs improvement, and recommended on-road and multi-use pathways and identifies interchanges that need improvement.

Transportation Improvement Plan (TIP)

The Transportation Improvement Program (TIP) is adopted by the CRTPO and contains priority projects that have funding identified in the anticipated year of expenditure within the CRTPO planning area. The TIP is incorporated directly into NCDOT’s 10-year STIP, and projects identified with committed funding in the first six years of the TIP are included in the MTP.

Beyond 77

The *Beyond 77 Plan* is a comprehensive evaluation of the long-term mobility vision for a 68-mile stretch of I-77 between Statesville, NC, and Rock Hill, SC, and considers all forms of transportation.¹ Six areas of emphasis were established to guide the study objectives: congestion management, connectivity with the parallel network, funding strategies, technology, multimodal recommendations, and land use coordination.

The *Beyond 77 Plan* aims to strengthen the multimodal network surrounding the interstate by providing a strategic, innovative, equitable, and comprehensive toolkit of strategies, policies, and programs to guide future mobility. The study covered the I-77 corridor from Exit 77 in Rock Hill, SC, to Exit 54 in Statesville, NC, and its area was defined to be a 3-mile radius from the interstate facility.

Over the course of extensive public engagements, there were 25,162 surveys completed, 3,012 comments received, and 431 event participants, which is especially notable

¹ Beyond 77 - CRTPO. (2023, January 18). Retrieved March 15, 2023, from CRTPO - Charlotte Regional Transportation Planning Organization website: <https://crtpo.org/projects-plans-programs/beyond-77/>

because the study was conducted between January 2020 and January 2022 in the midst of the COVID-19 pandemic.

Huntersville was classified as part of the North Zone of the study, and the top five respondent preferences for where to improve were roadway design, traffic operations, safety, land use planning, and commuting options. Furthermore, Huntersville was identified as one of the areas of projected high density with a wide range of transportation needs, requiring more modes and connections in the long-term.

Short-Term Recommendations (2023-2026):

- PM-21: Land Use & Transportation Planning Policies
- PR-30: First Mile/Last Mile Spot Planning

Medium Term Recommendations (2026-2035):

- PI-14: Effective Micromobility Coordination

Long-Term Recommendations (2035-2050+)

- PI-9: Dedicated Bus Lanes
- PI-19: Complete Streets and Mobility Hubs
- PI-20: Greenways and Mobility Hubs
- PI-3: Improved Outer Suburb Connections (NC73)

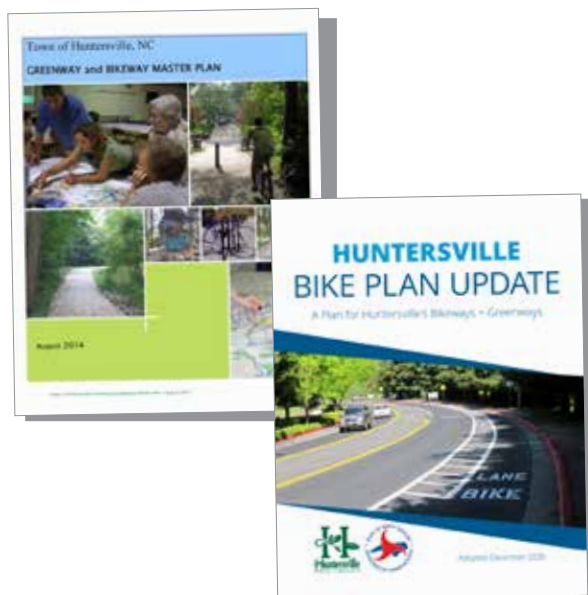
CONNECT Beyond

CONNECT Beyond guides and coordinates future mobility investments and serves as a blueprint for implementation of an integrated public transportation network that combines high-capacity transit lines, enhanced bus services, local mobility options, and innovative technologies. *CONNECT Beyond* creates a total mobility network for the region, focusing on enhancing infrastructure and improving the multimodal transit network to increase transportation choices for all users.



Town of Huntersville Greenway and Bikeway Master Plan (2014)

This plan identified a core set of goals, strategies, and actions to work toward connecting the community through greenway and bikeway corridors. The plan is accompanied by a map that identifies existing and proposed greenways and bikeways by facility type. The plan incorporated the existing and proposed greenways as identified by other area plans including the *Mecklenburg County Greenway Plan*. The plan outlines facility types contextually appropriate for Huntersville and includes a set of ranking criteria for bikeways and greenways in order to identify project priorities.



Huntersville Bike Plan Update (2020)

This plan provides a framework for increased accessibility and safety for residents through a connected bikeway network. When the plan was created, there were 12.4 miles of bike lanes and 3.25 miles of greenways in Huntersville. The plan involved an equity, safety, and bicycle level of traffic stress (BLTS) analysis in order to determine the Town's needs and opportunities and create recommendations. The long-term vision for proposed bikeways included: 10.5 miles of paved shoulders, 90.8 miles of bike boulevards, 2.7 miles of bike-pedestrian connectors, 19.2 miles of buffered bike lanes, 6.6 miles of separated bike lands, 88.8 miles of side paths, and 79.6 miles of greenways. The plan also recommended the implementation of policies and programs to support biking in Huntersville ranging from engineering to education, community events, engagement, and planning. The plan even made recommendations regarding updating the Subdivision and Engineering Standards to reflect Complete Streets Policy in the Zoning Ordinance, adopting Bicycle Parking requirements, and revising Connectivity requirements.

2030 Comprehensive Huntersville Parks, Recreation & Open Space Master Plan (2020)

This plan identified gaps, engaged the community, prioritized goals, and created a 10-year plan for Huntersville to develop and progress their parks and open spaces, aiming to connect the Town, provide parks/recreation to the entire community, preserve parkland for future generations, and partner with public and private organizations to continue creating high quality facilities.² The plan outlined what development would need to occur to maintain the Town's goal level of service—355 additional acres of parkland, 33 new miles of trails, and 44,505 square feet of indoor recreation space.

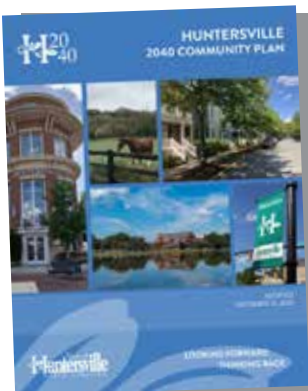
² Current Projects | Huntersville, NC. (2020). Huntersville.org. <https://www.huntersville.org/167/Projects>



Huntersville 2040 Community Plan

The *Huntersville 2040 Community Plan* serves to guide policy for land use, transportation, housing, open space preservation, and other aspects of residents' quality of life.¹ The planning process involved a year of public engagement and provided a thorough review of existing conditions in Huntersville along with proposed policy recommendations for land use and housing, economic vitality, downtown development, environment and open space, infrastructure and public services, and transportation. The plan identified linking land use with transportation, continued local transportation planning, the creation of a Mobility Plan, improving connectivity, increasing safety for bicyclists and pedestrians, and facilitating multimodal transportation as the key recommendations.

¹ *Huntersville 2040 Community Plan Looking Forward Thinking Back*. (2020). Retrieved from <https://www.huntersville.org/ImageRepository/Document?documentId=7085>



2030 Transit Corridor System Plan

This plan integrates land-use planning and transit-oriented development (TOD) to outline the vision for multiple transit modes in five corridors, a series of improvements to bus service, and facility improvements to link the area's key centers of economic connectivity.² The plan covered 25 miles of commuter rail, 45 miles of light rail, 10 miles of streetcar, and expanded network of buses and other transit services. The North Corridor plans include building the LYNX Red Line and establishing MetroRAPID (bus rapid transit). The LYNX Red Line would be 25 miles of commuter rail line with 10 stations (including a Huntersville and Sam Furr station) and would include 9 park and ride lots; meanwhile, the MetroRAPID would utilize the I-77 express lanes and would provide direct service from 4 park and rides from Center City to Mount Mourne, which is right past the Mecklenburg County northern border into Iredell County.

² *Charlotte Area Transit System Transit Vision 2030 Transit Corridor System Plan*. (n.d.). Retrieved from https://charlottenc.gov/cats/transit-planning/2030-plan/Documents/2030_Transit_Corridor_System_Plan.pdf



Coordinated Public Transit - Human Services Transportation Plan

The CPT-HSTP covers a nine-county region, spanning two states, and is a federally required plan for Section 5310 funding recipients. The plan identifies the needs of individuals with disabilities, older adults, and people with low incomes, providing a strategy to meet those needs and prioritizing transportation services for funding and implementation.

The plan recommended the following actions:

- Improve access to existing public transit stops.
- Pilot and implement mobility hubs at key station areas.
- Improve existing services—community transportation and on-demand transportation services.
- Upgrade bus stops with ADA accessible loading pads and walk access routes as part of roadway projects design and construction.

Lastly, North Mecklenburg and Iredell were identified as one of the future microtransit and first/last mile study areas, outlining two future mobility hubs on the border of Huntersville and Iredell County.



Regional Freight Mobility Plan

The Freight Plan is a multi-jurisdictional, public-private collaboration effort led by Centralina Regional Council (CRC) that documented the freight transportation system within the 14 counties of the Greater Charlotte Region (10 counties in North Carolina and 4 counties in South Carolina).³ The plan included the following recommendations: to support opportunities for inter-modal terminal development and multimodal diversity and to identify corridors where nontraditional improvements may significantly reduce congestion.

³ Greater Charlotte Regional Freight Mobility Plan Prepared for. (n.d.). Retrieved from <https://centralina.org/wp-content/uploads/2020/07/Greater-Charlotte-Regional-Freight-Mobility-Plan-2016.pdf>



NC 73 Transportation/Land Use Corridor Plan

This plan was prepared for a 3.5 mile stretch of NC 73 from Davidson-Concord Road to Poplar Tent, traversing the jurisdictions of Davidson, Huntersville, and Cabarrus County.⁴ The plan provides for a Central Business District that straddles both Huntersville and Davidson, allowing for commercial buildings ranging from 2 to 6 stories to be built. Around 100 acres of Huntersville fall within the plan area, containing a Research and Development District and a Neighborhood Center.

⁴ NC 73 Transportation / Land Use Corridor Plan | Huntersville, NC. (2020). Retrieved March 15, 2023, from Huntersville.org website: <https://www.huntersville.org/921/NC-73-Transportation-Land-Use-Corridor-P>



Town of Huntersville Strategic Economic Development Plan

The Strategic Economic Development Plan (SEDP) aimed to promote job creation and private investment while maintaining quality of life in the Town and analyzed the socioeconomic composition of the Town, its real estate market, and industries to form an implementation strategy.⁵ The implementation strategy included discussing planned transportation improvements. The SEDP addressed the planned the Red Line Regional Rail (RLRR or Red Line) project, noting that there would be three station stops in Huntersville—Hambricht Station, Downtown Station, and Sam Furr Station, which would attract potential investors and create new jobs. The Huntersville station was predicted to create 586 new jobs, and the creation of the Sam Furr Station would hasten industrial development in the northeast quadrant of Old Statesville and Sam Furr Road.

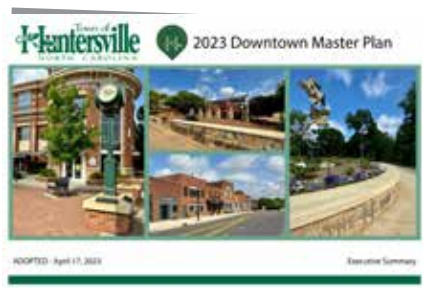
⁵ Strategic Economic Development Plan (SEDP) | Huntersville, NC. (2020). Retrieved March 15, 2023, from Huntersville.org website: <https://www.huntersville.org/877/Strategic-Economic-Development-Plan-SEDP>



Downtown Huntersville Plan

The Downtown Master Plan aimed to develop a set of sequenced and prioritized actions needed to build on past and current improvements by identifying general infrastructure needed to support the vision and describing the actions needed to reach the Town's goals. The plan analyzed existing conditions, relied on extensive engagement, and ultimately formed key recommendations and action items including:

- Continue collaboration with NCDOT to ensure roadway construction for the Main Street Improvement Program
- Establish Downtown Street Design Guidelines for new and pre-existing/retrofit street types.
- Create a Downtown Parking Plan, Bus Stop Improvement Plan, BRT and CRT Station Area Plan(s),
- Update Zoning Ordinance to incorporate more urban design guidelines and prepare for the future Huntersville hopes to achieve.



Town of Huntersville ADA Transition Plan (2021)

The ADA Transition Plan reviewed communications/information/facility signage, public buildings and spaces, and pedestrian facilities and public rights of way. In addition to a self-evaluation, the ADA Plan presented an improvement schedule and set goals for FY22 and for long-term implementation actions. The list of improvements with an estimated completion between FY24 and FY27 for pedestrian facilities and public rights of way included:

- Ferrelltown Parkway (extend from Keyes Meadow Way to Ramah Church Rd)
- Main Street (STIP Project U-5908)
- Gilead Road West (McCoy Road to Wynfield Creek Parkway)
- Arahova Roundabout (rebuild roundabout at the intersection of Arahova Drive at Boulder Park Drive)

- Stumptown Road Extension (to Aberfeld Road)
- NCDOT U-5114, US 21/Gilead Road (between US 21 and Commerce Centre Dr and between Dallas St and Compass St/Arahova Dr)
- NCDOT U-5771, US 21 Widening (Compass St/ Arahova Dr/ to Holly Point Dr)
- NCDOT R-2555B, W. Catawba Ave. (NC 73 to Jetton Rd)
- NCDOT I-5715, I-77 at NC 73 Interchange (modify interchange to a split diamond)
- NCDOT R-2632AB, NC 73 (NC115 to Davidson-Concord Rd)
- NCDOT R-5706A, NC 73 (Davidson Concord Rd to Poplar Tent Rd)
- NCDOT R-5721A, NC 73 (Beatties Ford Rd to NC16)
- NCDOT U-5767, US 21 (Northcross Center Court to Westmoreland Rd)

Huntersville Zoning Ordinance

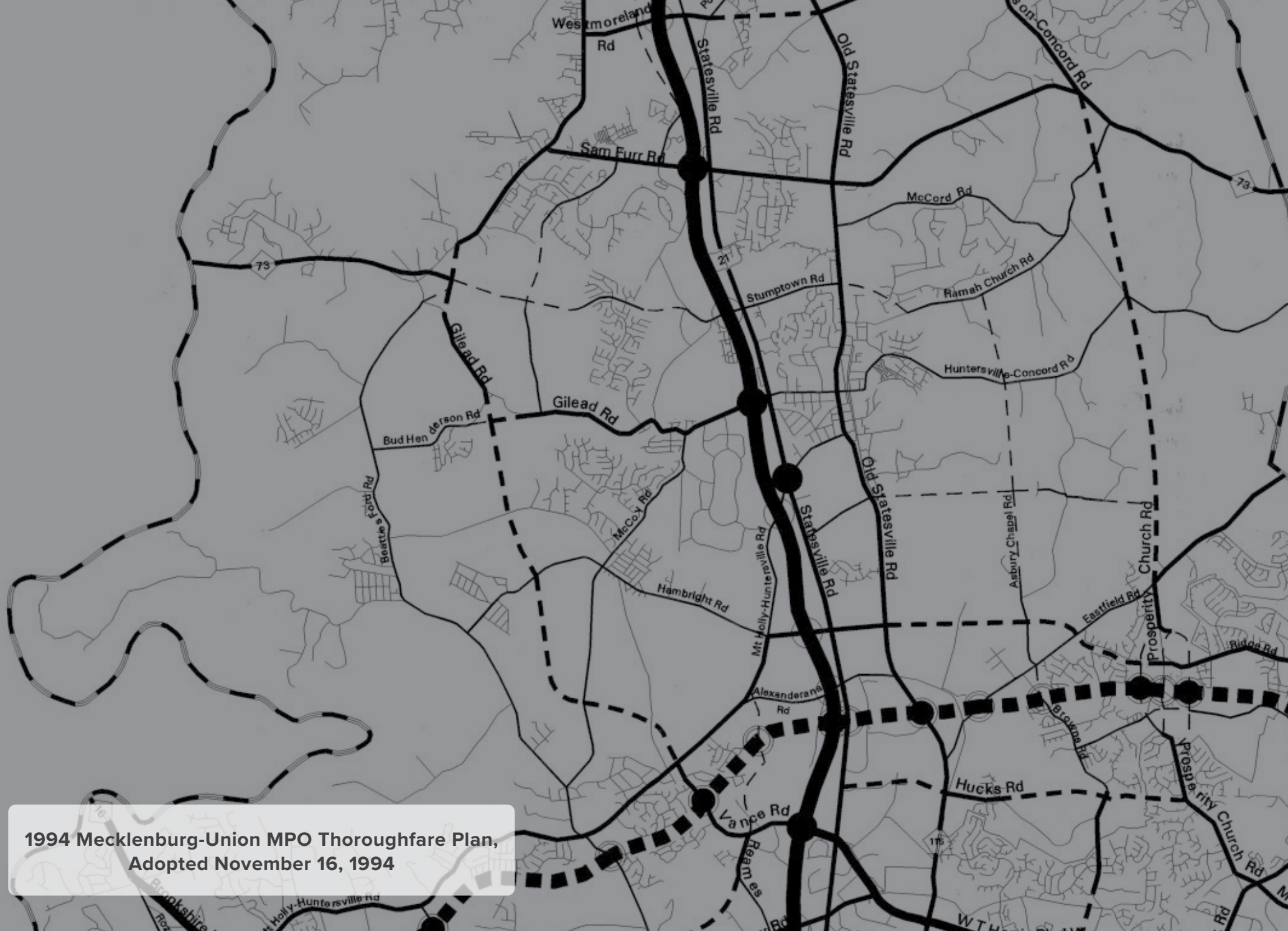
The Huntersville Zoning Ordinance aims to promote public health, safety, and general welfare by addressing public purposes including: to lessen congestion in streets, to secure safety from fire, panic, other dangers, to promote health and general welfare, to provide adequate light, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate efficient, adequate, and economic provision of transportation, water, sewerage, schools, parks, and other requirements, to conserve the value of buildings, and to encourage appropriate use of land. A summary of the sections of the Zoning Ordinances that are directly applicable to the development of this mobility plan are detailed in Table A.1, at right and on the facing page.

Table A.1. Summary of Zoning Ordinances Relevant to Transportation Planning

Zoning Ordinance/Section	Description	Permitted Use
Article 3.2.13 Transit-Oriented Development – Residential (TOD-R)	The transit-oriented residential district is established to support higher-density residential communities that include a rich mix of retail, restaurant, service, and small employment uses within a pedestrian village format. Land-consuming uses, such as large lot housing and large retail outlets are excluded from this district. The TOD-R may be located on developable and re-developable parcels generally found within the ½ mile catchment area of designated rapid transit station sites. Nothing in these regulations shall preclude application of the TOD-R beyond the ½ mile radius when site-specific development plans demonstrate efficient resident access to a rapid transit station. The district establishes a primarily residential village within a 10-minute walk of a designated rapid transit station that serves a residential population of sufficient size to constitute an origin and destination for purposes of rapid transit service.	TOD-Rs (by right) include: • Bed and breakfast inns • Boarding or rooming houses for up to 6 roomers • Dormitories • Family care home • Inns • Multi-family homes • Greenways • Single family homes • Transit stations 15 units per acre is the minimum average density, calculated by dividing total number of units planned by number of acres designated for residential use, net of streets.
Article 3.2.14 Transit Oriented Development Employment (TOD-E)	The transit-oriented employment district is established to accommodate general office uses and office support services in a highly pedestrianized setting. General office, characterized by 40 to 70 employees per acre, is the predominant use. Uses that employ relatively few workers, such as warehousing and distribution, are excluded from this district. The TOD-E may be located on developable parcels within the 1/2-mile catchment area of rapid transit stations. The district establishes an employment node within a 10-minute walk of a designated transit rapid station that serves a workforce of sufficient size to constitute a destination for purposes of rapid transit service.	TOD-E (by right) include: • Financial services • Greenways • Government offices • Inns • Offices • Professional, personal, technical services • Transit stations On existing streets, new buildings create transition in spacing, mass, scale, and street frontage from existing buildings to buildings in TOD-E. Mixed-use building resembles shopfront building type and has 2 occupiable stories, at least 50% of habitable these shall be residential, remainder commercial

Table A.1. Summary of Zoning Ordinances Relevant to Transportation Planning (continued)

Zoning Ordinance/ Section	Description	Permitted Use
Article 5. Streets	Streets incorporate appropriate accommodations for all modes of transportation including vehicles, pedestrians, bicyclists, and transit users, and may include user amenities such as shelters, benches, and bike racks. Must be bordered by sidewalks on both sides, lined with street trees on both sides, be public, interconnect within a development and with an adjoining development, and generally all buildings will be on the front of public streets.	Requires that all new streets and improvements to existing streets follow a defined, collaborative decision-making process.
Article 6. Off-Street Parking	Off-street parking areas should be designed to minimize breaks in the pedestrian environment along the public street and create safe and comfortable passage for pedestrians. Lots should not be behind buildings, uninterrupted areas of parking must be limited in size; lots are to be treated as enclosed rooms for cars, designed to allow pedestrians to move safely from vehicles to building, if commercial must be paved, and should maintain pedestrian comfort.	This section provides details on different types of parking areas and landscaping requirement, along with exceptions.
Article 7. Part B. Open Space	Identifies 5 types of open space: urban, agricultural, common, natural, and recreational. Open space is encouraged to be creative and flexible, accessible and emphasizing community identity.	All zoning districts except Rural require Urban Open Space to be incorporated into design that must meet agricultural, common, natural, or recreational typology. Defines the types of open space that are available to meet various zoning district standards.
Article 14. Traffic Impact Analysis	When TIA is required to determine the sufficiency of infrastructure, it must be prepared by a qualified traffic engineering consultant retained by applicant. TIAs aim to lessen congestion in the streets and to facilitate the efficient and adequate provision of transportation and other public services. Required for development expected to create 150 or more peak vehicle trips or 1500 or more daily vehicle trips.	Once Town makes a Determination of Need for a TIA, applicant can scope and then submit to staff 30 days prior to Town Board Public Hearing (rezoning) or as provided in Subdivision Ordinance.



1994 Mecklenburg-Union MPO Thoroughfare Plan,
Adopted November 16, 1994

A map fragment on the left side of the slide shows a road network. A road labeled 'Odell School Rd' runs diagonally. Another road labeled 'Ballard Creek' is visible at the bottom left. A dashed line, possibly a boundary or route, is also shown.

Appendix B

Public Engagement and Outreach Details

This Appendix presents the detailed results of the Community Engagement and Outreach task.

B.1 Travel Patterns

In order to understand respondents' travel patterns, they were asked how they currently travel around Huntersville (Figure B.1). As seen at right, regardless of the destination, driving was the most popular mode of travel around Huntersville across all destinations. There was also a decent percentage of individuals who answered that they walked to parks (16%).

Respondents were asked how they would like to travel around Huntersville (Figure B.2). More people wanted to walk to work, school, and other services than currently do walk to those destinations. There were also higher percentages of individuals who would like to bike to destinations than currently do bike to their destinations. This shows the importance of focusing on bicycling and pedestrian infrastructure and connectivity.

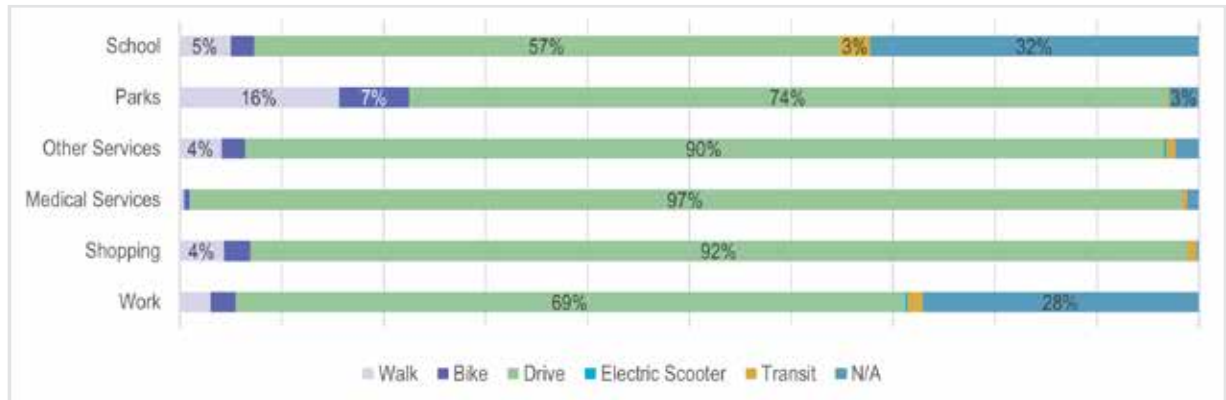


Figure B.1. How do you *currently* travel around Huntersville? (N=459)

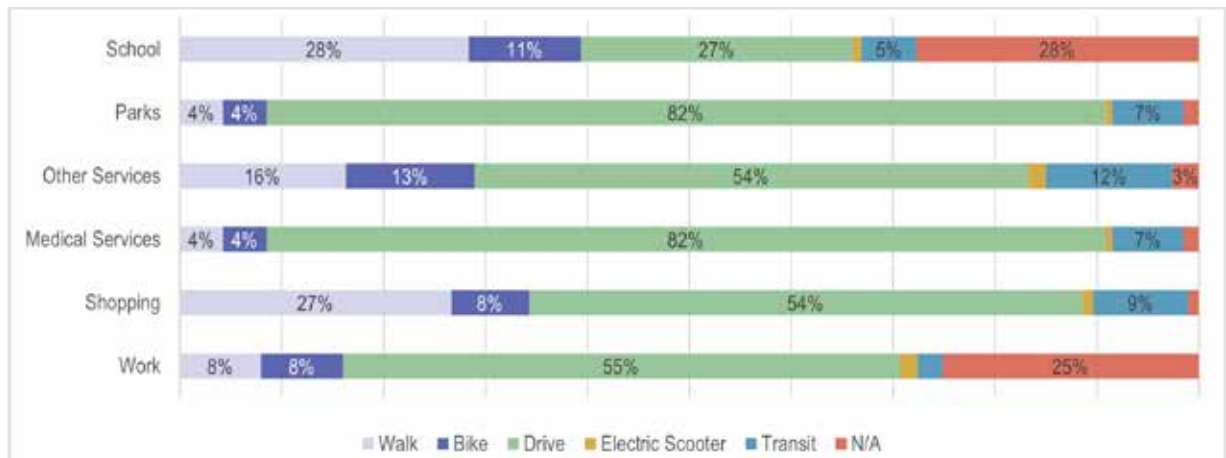


Figure B.2. How would you like to travel around Huntersville? (N=465)

Respondents were asked to identify the level of difficulty of travel for various modes (Figure B.3). The modes that were identified as “Very Difficult” were walking and biking, followed by transit. However, a high percentage of respondents did not know the level of difficulty for transit (40%). Respondents were asked to reflect on the way that travel in Huntersville has changed over the last few years by mode as well (Figure B.4). As seen at right, driving was identified as having become more difficult. However, 39% of respondents said that walking has gotten easier and 36% say that walking has remained the same. Another 30% of respondents said that biking in Huntersville has gotten easier, which speaks volumes to the work that Huntersville has done over the last few years.

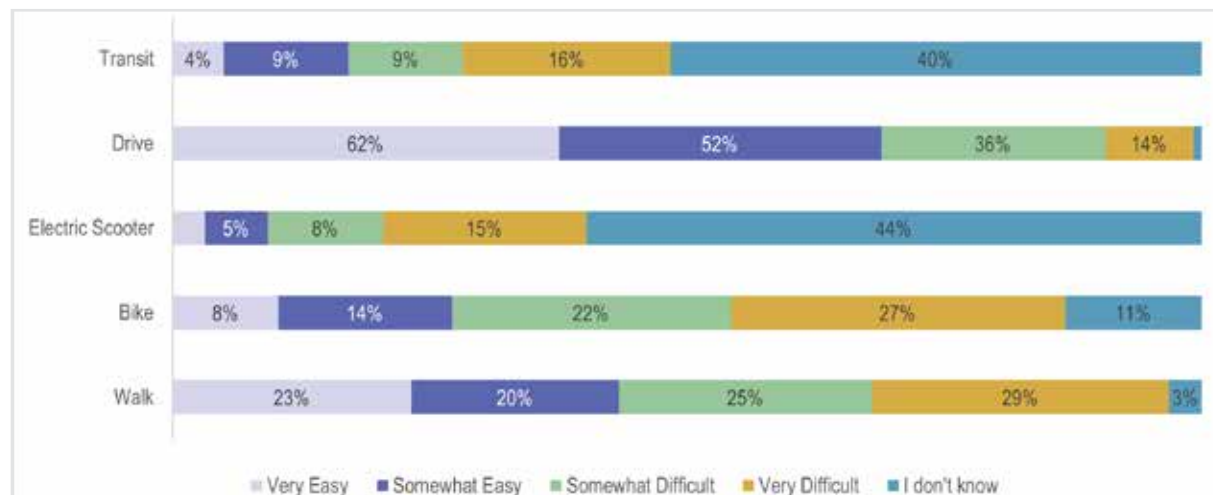


Figure B.3. How easy or difficult is it to travel in Huntersville for each of the travel modes? (N=704)

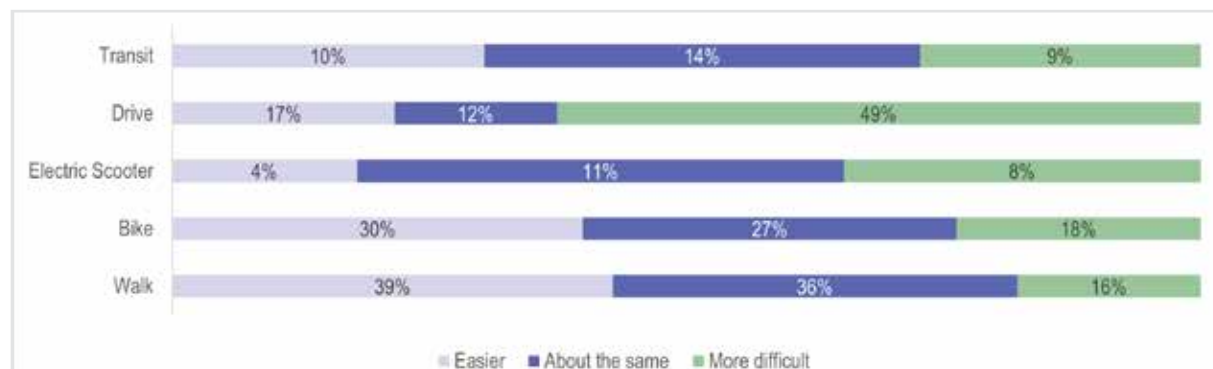


Figure B.4. Over the last few years, how has traveling in Huntersville changed for each mode? (N=634)

Respondents were asked how they made decisions about their mode choice in Huntersville (Figure B.5). Eighty percent (80%) of respondents answered that “travel time” was the most important factor in their mode choice decision, followed by “safety,” and “family needs.”

To further understand their responses regarding factors that contribute to mode choice, respondents were asked to identify two things that prevented them from taking other modes (Figure B.6 at right, and Figures B.7 and B.8 on the following page). In terms of barriers to walking, fifty-eight percent (58%) of respondents said that there were “not enough sidewalks and crosswalks,” and 44% of people said that “destinations are too far” and “sidewalks don’t connect to desired locations”. The top deterrents for Huntersville residents in regard to biking were safety and not enough bikeways. Respondents noted that they did not take transit in Huntersville because of “convenience/access to nearby stops” and “routes don’t take me where I need to go.”

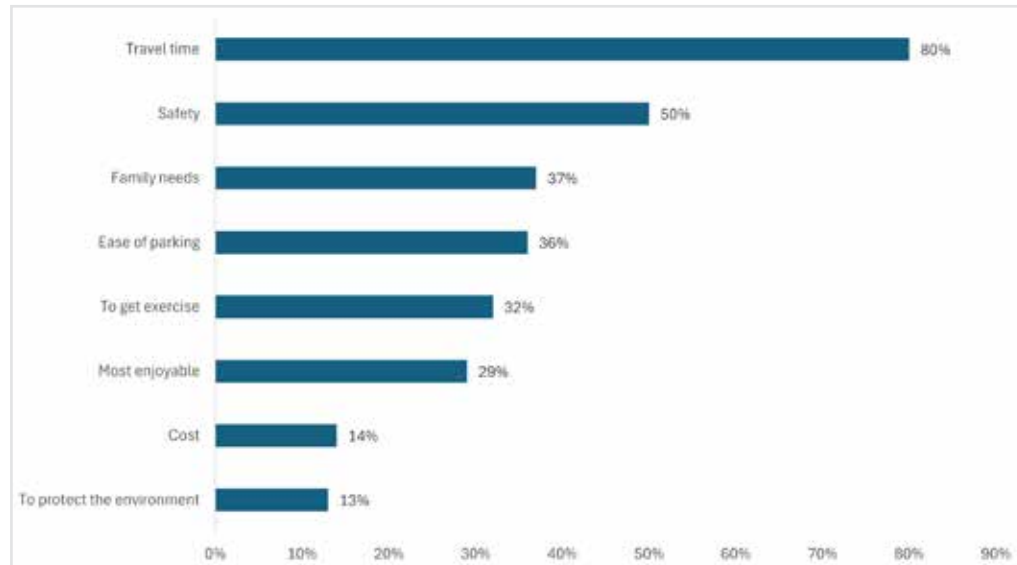


Figure B.5. How do you make decisions about how you travel (what mode you take, what route) in Huntersville? (N=406)

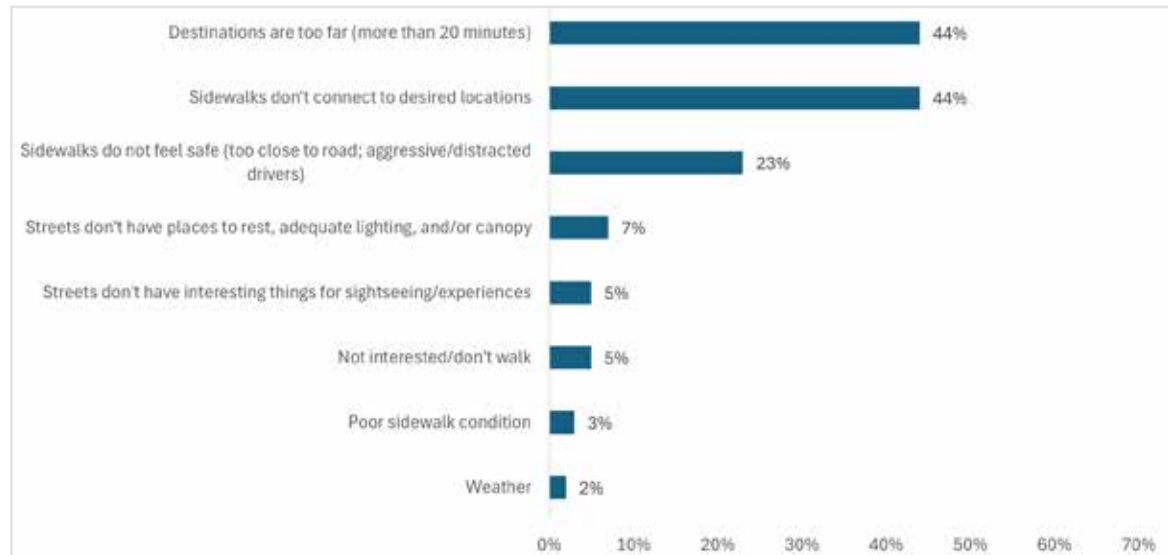


Figure B.6. What two things prevent you from walking in Huntersville? (N=423)

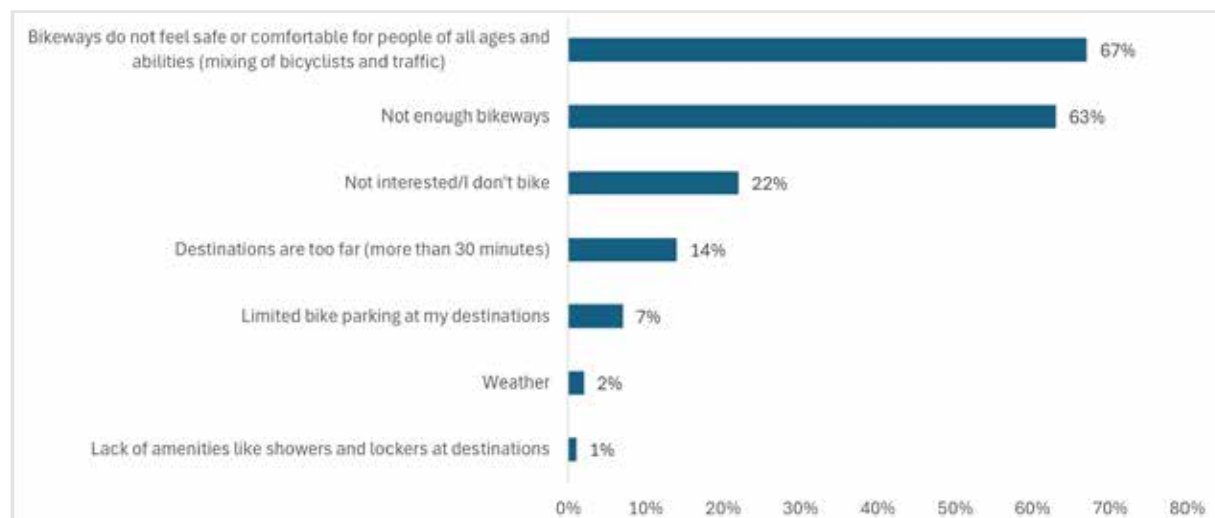


Figure B.7. What two things prevent you from biking in Huntersville? (N=415)

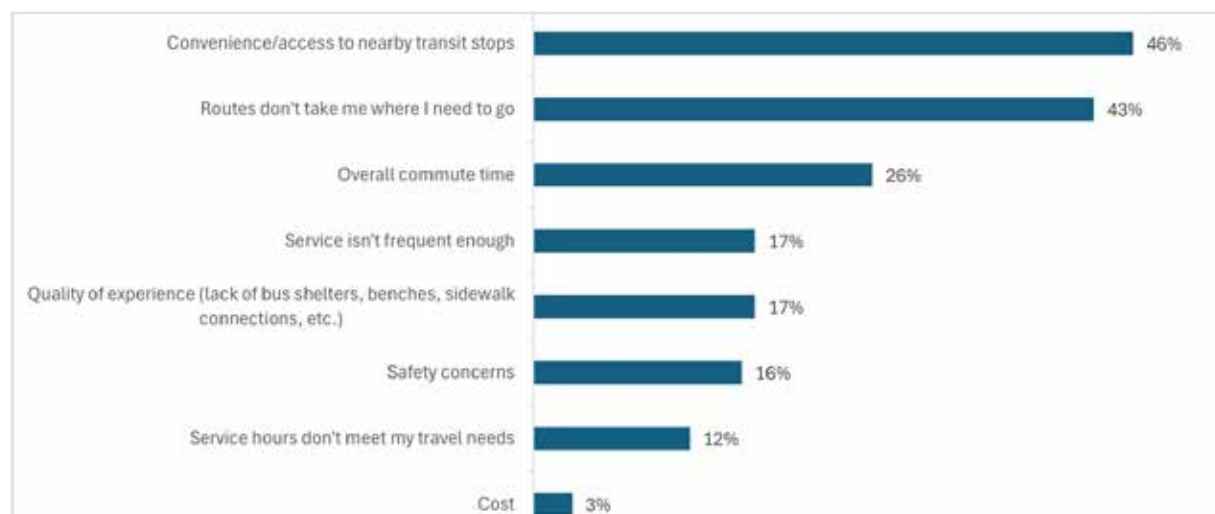


Figure B.8. What two things prevent you from taking transit in Huntersville? (N=382)

The respondents were given the opportunity to rate different features of the transportation network on a scale that included the following ratings: Excellent, Good, Fair, and Poor (Table B.1). None of the identified transportation features received a significant percentage of respondents who selected Excellent, but Air Quality was deemed as Good by 60% of the respondents. It seems as though the respondents perceive a lack of availability of multi-use paths and opportunities to cross, which hinder bicycle/pedestrian safety. The other most significantly rated Poor feature was the traffic flow on major streets, which lines up with previous answers pertaining to the change in driving over the last few years as becoming more difficult.

In order to understand household travel patterns more broadly, respondents were asked how many times members of households completed a variety of activities in the last 12 months (Table B.2). The majority of respondents did not have family members that used transit instead of driving, carpooled, walked over a mile to an essential service, or walked instead of driving.

Table B.1. How do you rate the following conditions in Huntersville? (N=417)

	Excellent	Good	Fair	Poor
Traffic flow on major streets	-	7%	35%	58%
Availability of greenways and sidewalks	3%	18%	46%	33%
Availability of bike lanes and multi-use paths along roadways	1%	6%	31%	61%
Transit service	1%	12%	46%	42%
Ease of public parking	4%	38%	42%	15%
Air quality	10%	60%	50%	5%
Opportunities to cross major roads	1%	16%	39%	43%
Drivers yielding to pedestrians in crosswalks	2%	21%	45%	32%
Pedestrian and bicycle safety	1%	9%	43%	47%

Table B.2. In the last 12 months, how many times have you or other household members done each of the following in Huntersville? (N=409)

	2+ times a week	2-4 times a month	Once a month or less	Not at all
Used bus, rail, or other public transportation instead of driving	3%	1%	9%	88%
Carpooled with other adults or children instead of driving alone	12%	17%	28%	44%
Walked or biked instead of driving	10%	13%	29%	48%
Walked more than 1 mile to get to essential services	3%	3%	9%	85%
Used a ridesharing service	1%	7%	33%	59%
Used the managed ("toll") lanes on I-77	16%	25%	25%	33%

B.2 Community Preferences for Transportation Planning

The survey hoped to gauge respondents' familiarity with various local, regional, and state plans/services (Table B.3). It seemed like while a significant percentage of people were "Somewhat familiar" with local infrastructure investments and development plans, respondents were not familiar with CATS service or NCDOT transportation plans.

The respondents were asked whether Huntersville should move toward funding more alternative modes of transportation, including walking, biking, and transit (Figure B.9). Over 2/3 of respondents said "Yes," they would like to see an investment shift towards supporting more active transportation.

Table B.3. How familiar do you consider yourself with each of the following? (N=409)

	Extremely familiar	Very familiar	Somewhat familiar	Not at all familiar
Town's investments in infrastructure	7%	11%	53%	29%
Town's plans for development and growth	8%	14%	57%	22%
Town's transportation plans	6%	8%	42%	44%
Town's budget	5%	9%	35%	51%
CATS transit service	2%	7%	35%	56%
NCDOT's transportation plan	4%	7%	40%	48%

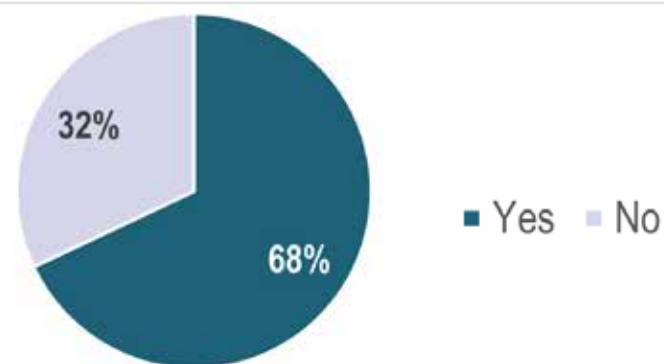


Figure B.9. Should the Town focus its limited transportation dollars to shift investment toward transportation modes that have been historically underfunded (walking, biking, and transit) to support more choices and options in how we travel? (N=385)

The survey asked folks to identify why they support active transportation investment (Figure B.10). The top reasons for supporting active transportation were: “More people on foot, bikes, buses mean fewer cars on the road,” which is synonymous with “relieving congestion” followed by “it supports the Town’s vision to become the most livable community in NC”.

When asked what type of projects the Town should focus its investments on, a majority of respondents were interested in having the Town focus funding on medium projects with different impacts in different parts of the Town (52%) followed by 30% who wanted to focus developing a large project with a high impact (Figure B.11).



Figure B.10. There are many reasons why the Town of Huntersville invests in transportation options for ALL residents, whether they choose to walk, bike, ride transit, or drive. The following statements describe some of the reasons why the Town works to increase the safety and comfort of those who walk, bike, and take transit. What are the most important reasons to you? (N=356)

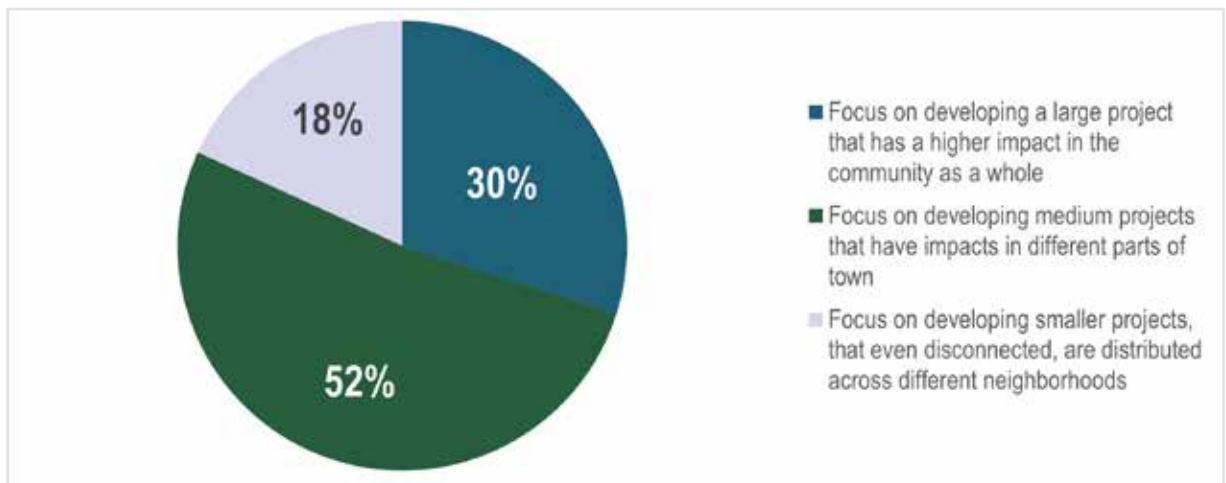


Figure B.11. With the goal of maximizing impact of investment, what would be your preference in regard to areas of investment? (N=383)

The respondents were asked to consider which emerging technologies they were excited about, and 51% of respondents said that trip-planning apps followed by app-driven transit services were the most exciting technologies (Figure B.12).

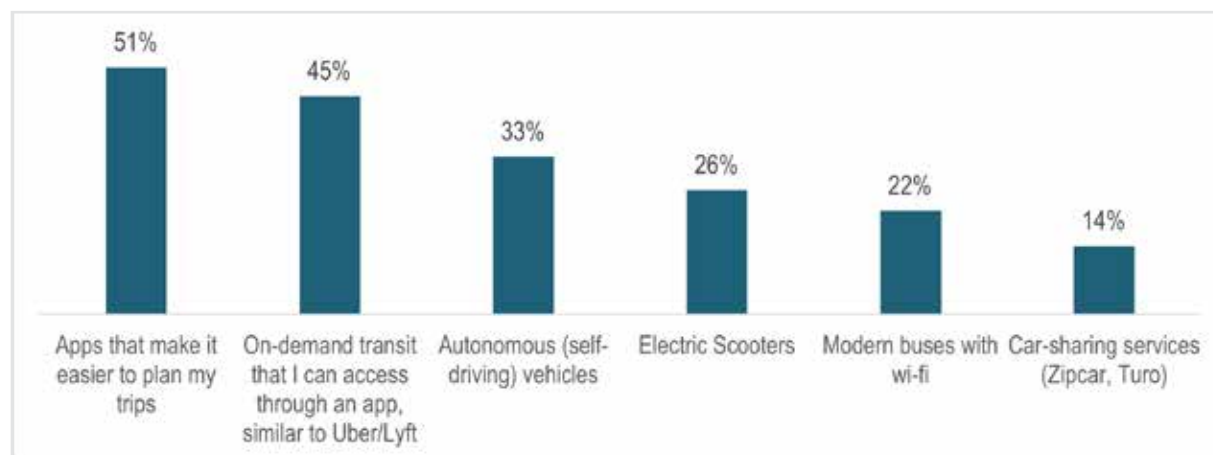


Figure B.12. What emerging technologies are you most excited about? (N=300)

B.3 Open Ended Questions

In addition to the ranking exercise, there were four questions posted on the boards for the public to comment on, which asked questions. The questions and responses are summarized in Table B.4.

Table B.4. Open Ended Question Summary

List any places you wish you could reach by walking/biking but can't currently:

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Downtown to/from.... <ul style="list-style-type: none"> » Asbury Chapel » Rosedale » Covington, Centennial Subdivisions » East of the railroad tracks, East Huntersville » No good connection to existing sidewalks » Business Park » Birkdale | <ul style="list-style-type: none"> • All of 115 • W. Gilead Road – connect to greenway/bike path North Meck Park <ul style="list-style-type: none"> » McCord Road is dangerous and busy from Northstone to 115 » From Stumptown • US-21 • Huntersville Athletic Park / HFFA | <ul style="list-style-type: none"> • Birkdale <ul style="list-style-type: none"> » Zero paths from Lakemonte Commons » No connectivity to Downtown • Keep and expand Pottstown Park for greenway or nature preserve. • Everywhere from Pottstown |
|--|--|--|

List streets and intersections that you feel are unsafe to walk or bike on or along:

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> • Old Statesville Rd, NC 115 <ul style="list-style-type: none"> » The sidewalks lack a buffer » Between Stumptown and Sam Furr » To NC-115 • Beatties Ford Rd • Statesville Rd • Maxwell Avenue (Downtown) • Birkdale Commons – you can't cross on 3 legs of the intersection | <ul style="list-style-type: none"> • Huntersville Concord Rd <ul style="list-style-type: none"> » From Warfield to Downtown » To Downtown » From Hiwassee to 115 » Ferrelltown Parkway intersection • US-21 – dense traffic and high speeds without sidewalks • Gilead Rd and W. Gilead Rd <ul style="list-style-type: none"> » West of I-77 » Highway-21 intersection (Town Hall) | <ul style="list-style-type: none"> • Route 73 • McCord Rd • Gibson Park <ul style="list-style-type: none"> » From Drake Hill to new Main St • Exit 23 Crossing • Northcross – Grand Oak to Birkdale • Crossing Sam Furr • Holbrooks Rd (section) • Downtown to Asbury Chapel |
|---|---|--|

List the streets you wish had a bike facility for you to ride along on it or next to it. List locations:

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> • East-West Transit Connectivity • Gilead Rd (between Beatties Ford and Bud Henderson) • NC-115 • Huntersville Concord Rd to Asbury Chapel • Hambright • Stumptown • Statesville (from Sam Furr and Mt. Holly Huntersville to | <ul style="list-style-type: none"> • Old Statesville Rd <ul style="list-style-type: none"> » Stumptown and north » Add bike lane » Between Gilead and Sam Furr » Between Stumptown and Sam Furr • McCord Rd (from Ramah to NC-115) • Reese | <ul style="list-style-type: none"> • Gilead) • US-21 • Downtown to Asbury Chapel – need continuous bike lane without gaps • Holbrooks/Dellwood • Church St. connection Ranson Rd • Huntersville Concord to Asbury Chapel |
|---|--|--|

List the streets and intersections where you encounter the most congestion:

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> • Gilead and <ul style="list-style-type: none"> » Old Statesville » US-21 - pedestrian access @ 21 and Exit 23 from east to west of Town » At I-77 » Statesville » Beatties Ford (PM rush hour) » NC-115 » Sherwood | <ul style="list-style-type: none"> • Create more connections, not more widening. Widening leads to traffic • Statesville and <ul style="list-style-type: none"> » Stumptown » Sam Furr • Old Statesville and Ramah Church Rd • Anywhere near Birkdale • Stumptown connector off Ramah Church to NC-115 (build it now!) | <ul style="list-style-type: none"> • NC-73 and <ul style="list-style-type: none"> » Birkdale (looking forward to Ramah Church being done) » Northcross (backs up in both directions) » From Catawba to Statesville Rd • Please widen ALL the roads that will be constructed to build anything. Can't keep building and keep streets tiny and tight. |
|---|--|---|

B.4 Map Comments

Maps of the transit network, roadway network, and bicycle and pedestrian network were shared with the public, and their comments on those maps were recorded directly onto the maps. Those comments are summarized below.

Transit Network Map

Figure B.13 shows the written comments received on the Transit Network Map, which are included a request for benches and coverings at the bus stops near Hambright and McCoy.

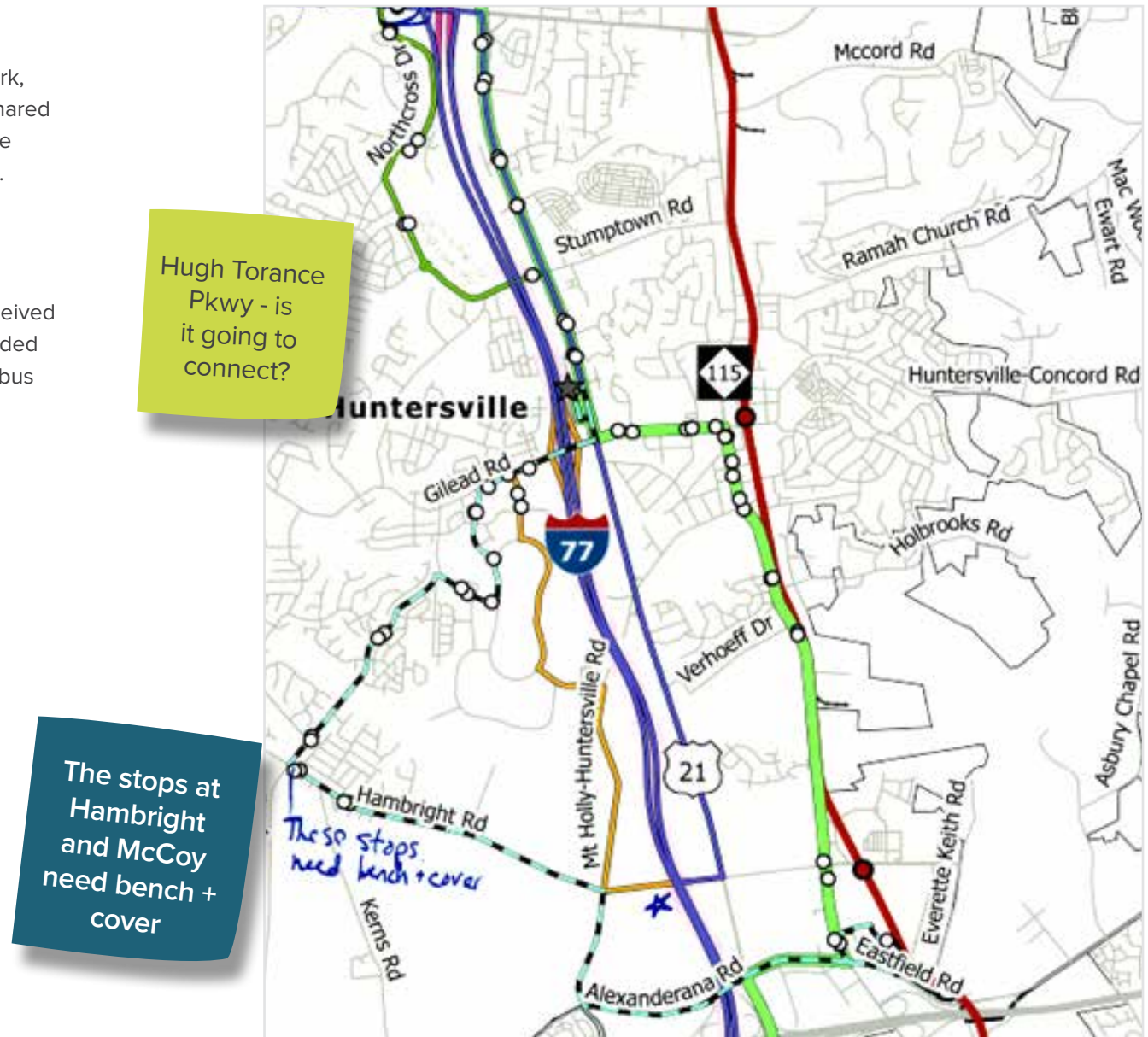


Figure B.13. Transit Network Map with Comments

Roadway Network Map

Most comments received on the Roadway Network Map (Figure B.14) were about congestion that has grown over the last decade. Bottlenecks along Beatties Ford Road and the northwestern section of Gilead Road were pointed out as problematic with the widening of NC-73.

Interest in Smart Street improvements in the Northcross area were specifically pointed out

There was interest in connecting the Birkdale neighborhood to local roads, such as Ervin Cook Road, where no connection currently exists, but such connections have been on the long-range transportation plan since the 1980s.

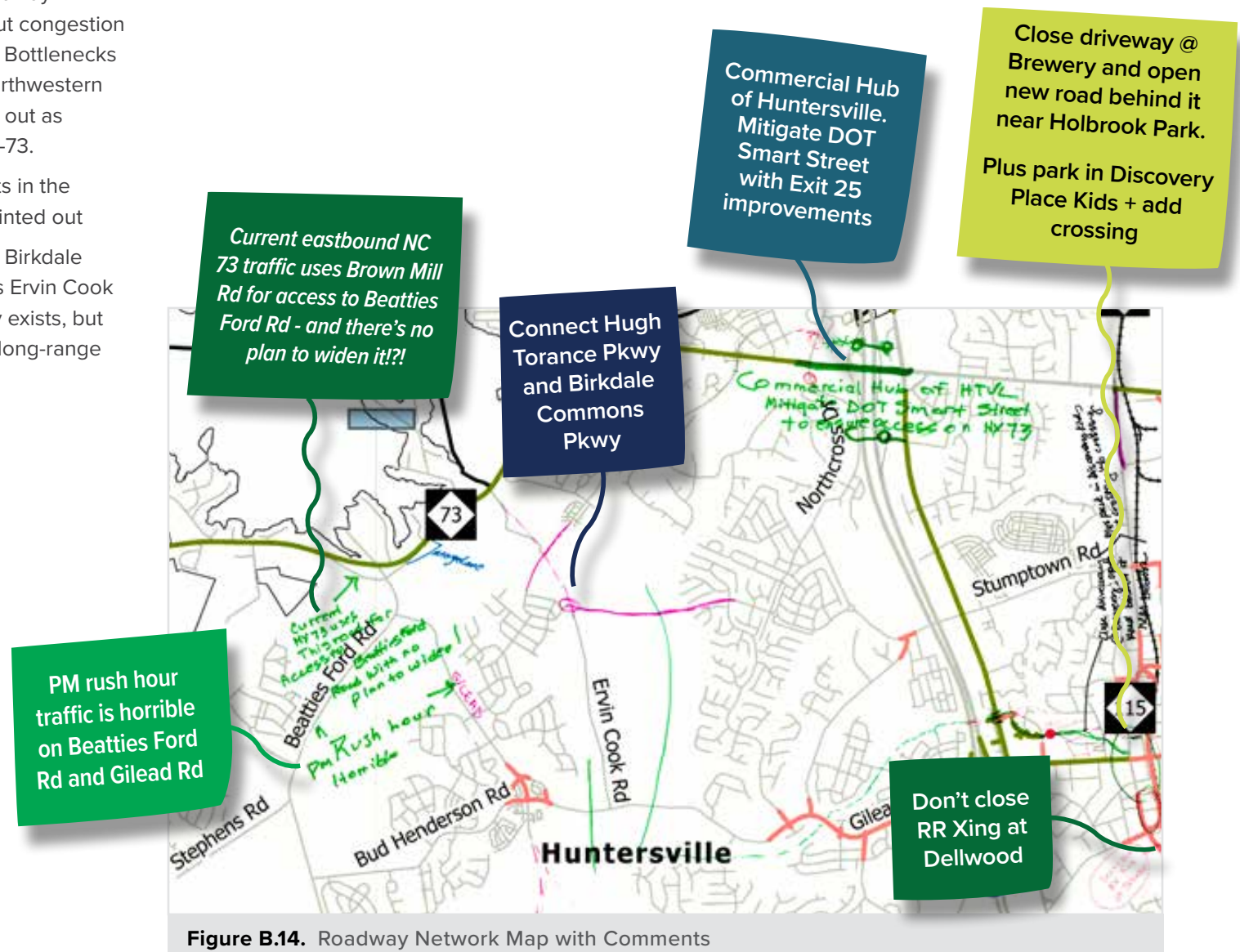


Figure B.14. Roadway Network Map with Comments

Bicycle and Pedestrian Network Map

Specific concerns about greenway alignments from a few participants are shown in Figure B.15. Most were concerned with pedestrian crossings where greenways meet major roadways, as well as the timeline of greenway openings.

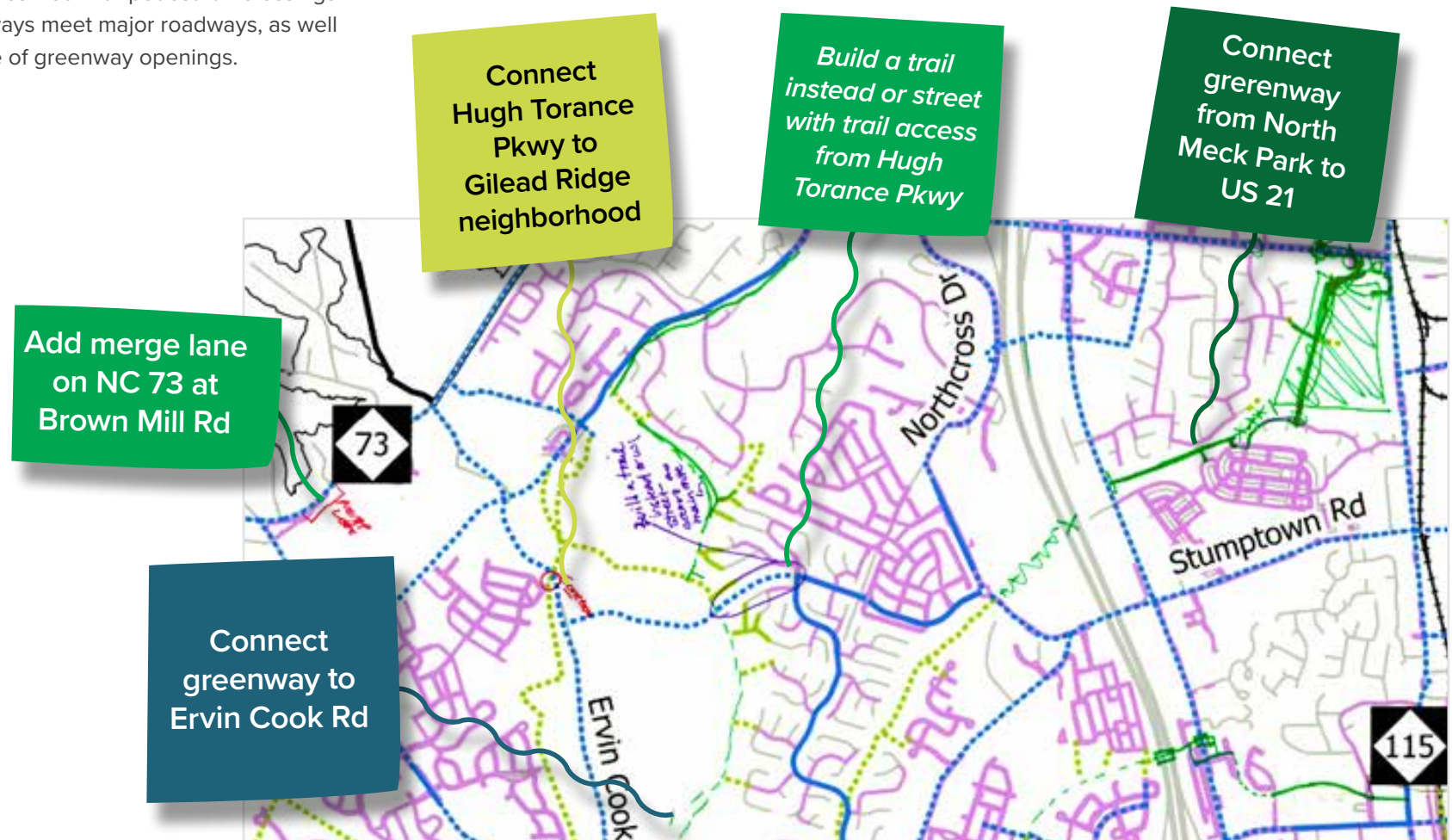


Figure B.15. Bicycle and Pedestrian Network Map with Comments

Demographic Profile of Survey Respondents

In order to better understand the respondents' perspectives, the survey asked questions to capture their demographics. The following are the results. The number of respondents for each survey question is noted in parentheses in the figure titles, for example, there were 376 respondents to the question of "What is your race/ethnicity?" (N=376).

A large majority of respondents who identified as White/Caucasian (83%) and only 4% of respondents identified as Black/African American (Figure B.16).

The most represented age group, shown below, was 35–49-year-old (41%) followed by 50–64 (29%) and 65+ (20%) (Figure B.17).

A majority of respondents (60%) were women (Figure B.18).

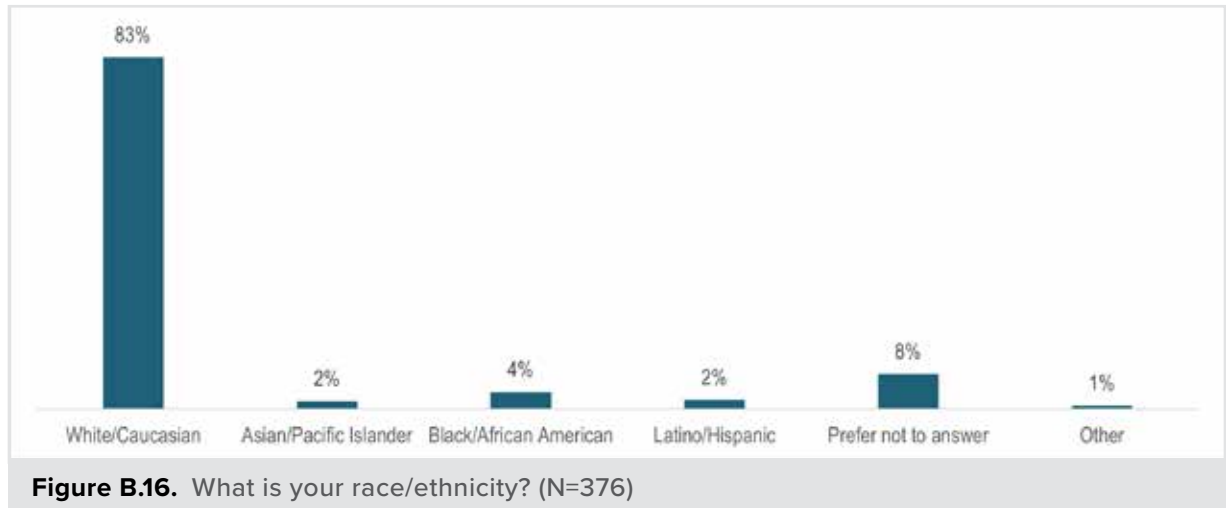


Figure B.16. What is your race/ethnicity? (N=376)

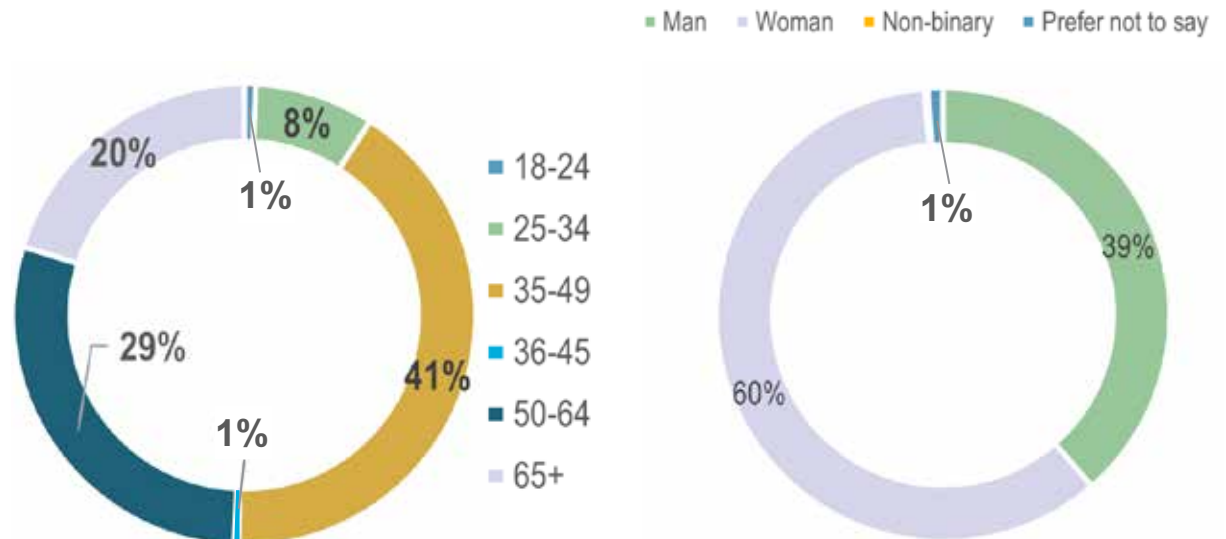


Figure B.17. What is your age? (N=369)

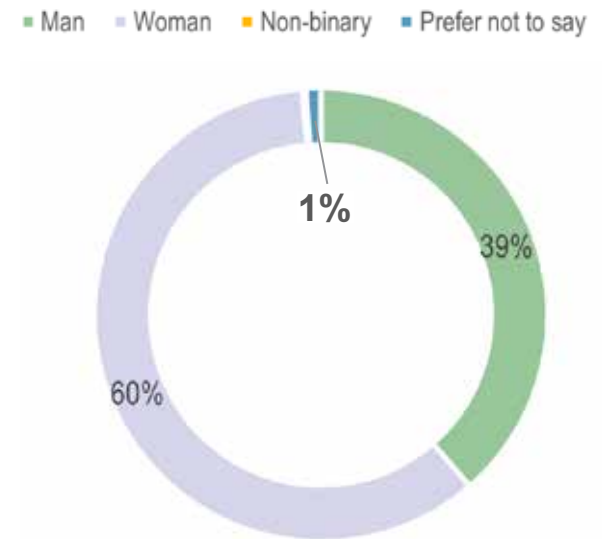


Figure B.18. What is your gender? (N=376)

A majority of survey respondents are employed, with only 2% being unemployed (Figure B.19).

The majority of respondents (60%) had household incomes of over \$90,000. The median household income for Huntersville in 2021 was a little over \$102,000 (Figure B.20).

The highest percentage (47%) of respondents had a bachelor's degree, followed by Master's degree (28%) (Figure B.21)

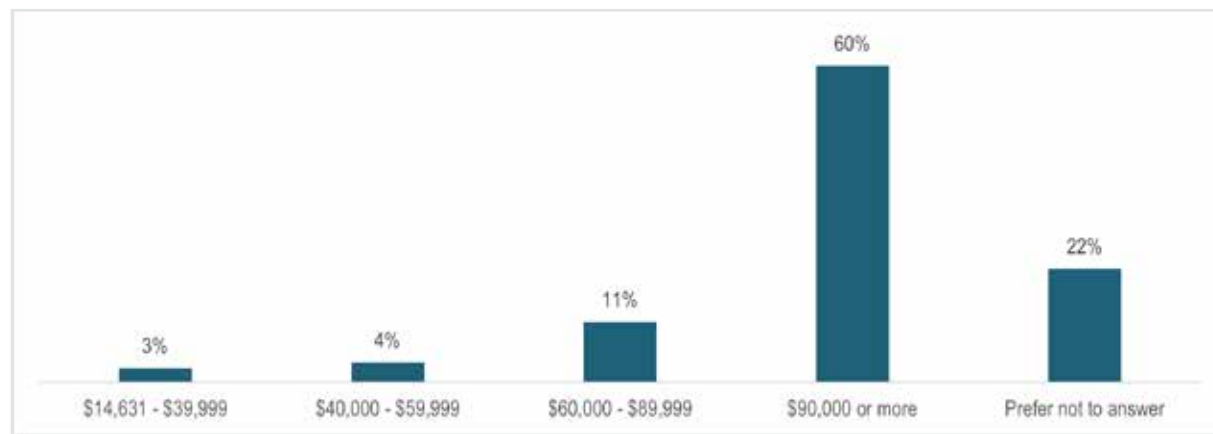


Figure B.20. What is your household income? (N=374)

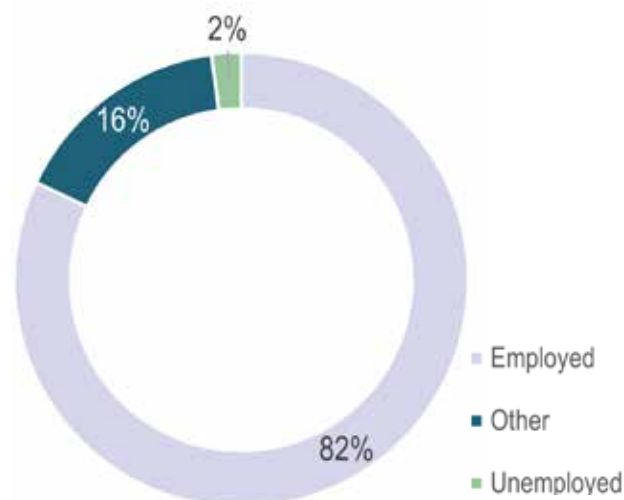


Figure B.19. What is your employment status? (N=333)

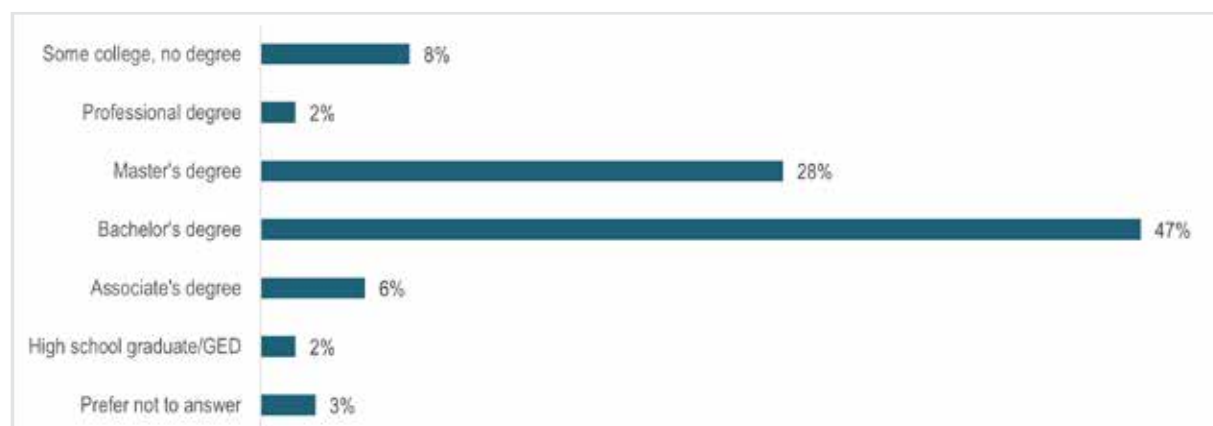


Figure B.21. What is the highest education level you have completed? (N=376)

The majority of respondents (57%) did not have children under the age of 16 in the household (Figure B.22).

Three-quarters of respondents live in households that do not include persons 65 years or older (Figure B.23)

Only a small percentage of respondents (9%) have access needs or physical, mental, or emotional conditions that impact their mobility (Figure B.24)

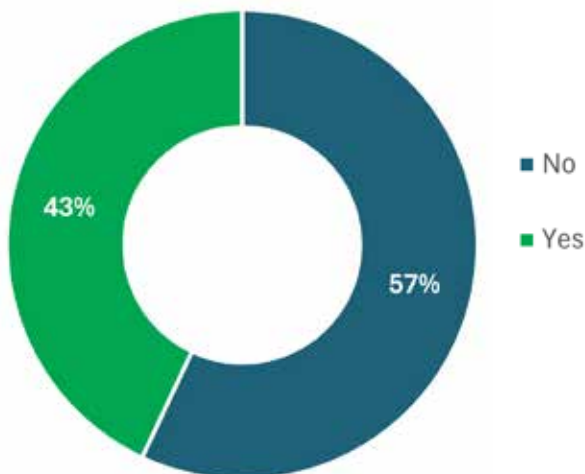


Figure B.22. Do any children under 16 live in your household? (N=369)

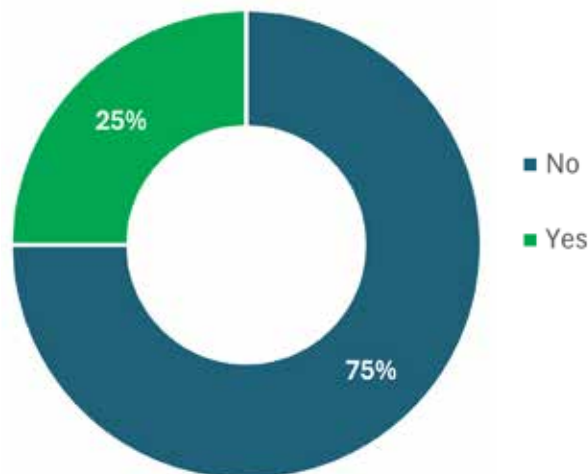


Figure B.23. Are any other members of your household aged 65 or older? (N=371)

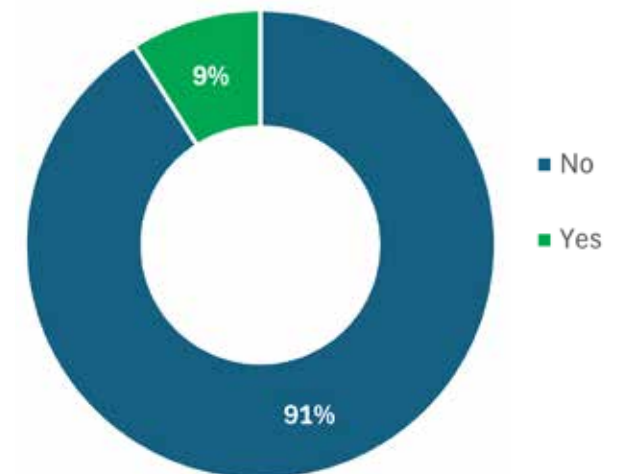


Figure B.24. Do you have any access needs or physical, mental, or emotional condition that impact your mobility? (N=368)

The majority of respondents were Huntersville residents (96%), 30% of which have lived in Huntersville for one to five years. About two-thirds of respondents have lived in Huntersville for more than five years (Figure B.25).

Over half of respondents live and work in Huntersville (Figure B.26). A fifth of all respondents live in Huntersville and work from home. Twenty-two percent work in Charlotte.

■ 1-5 years ■ 6-10 years ■ 11+ years
■ I don't live in Huntersville

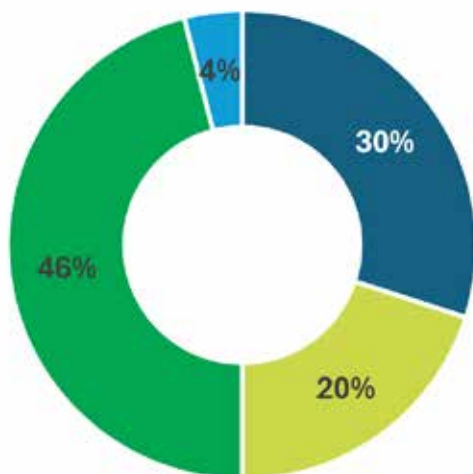


Figure B.25. How many years have you lived in Huntersville? (N=487)

■ In Huntersville, I work outside the home ■ In Charlotte
■ In Huntersville, I work from home ■ Other

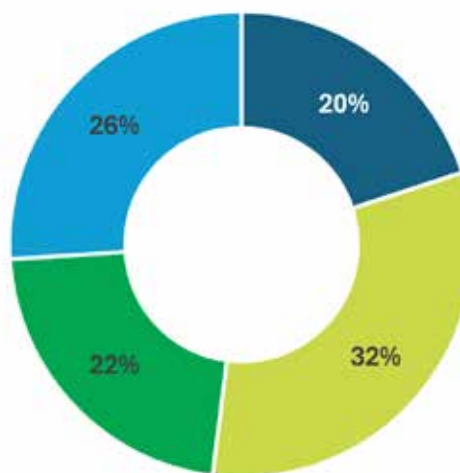


Figure B.26. Where do you work? (N=465)

HUNTERSVILLE

MOBILITY PLAN

April 2025

