

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 September 16, 2025 - 6:00 PM TOWN HALL (101 Huntersville-Concord Road)

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

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

1.A. Single Family and Multi-Family Development Analysis. *(Brian Richards)*

2. Call to Order

3. Moment of Silence

4. Pledge of Allegiance

5. Announcements and Presentations

5.A. Recognition of Lake Norman Little League winning the North Carolina State Championship. *(Mayor Christy Clark)*

5.B. A Proclamation for Constitution Week. *(Mayor Christy Clark)*

5.C. A Proclamation for World Peace Day. *(Mayor Christy Clark)*

5.D. Mecklenburg County HOMES Program. *(Shakirah Francis, Mecklenburg County Community Services Manager)*

5.E. Future Verhoeff Drive Road Alignment. *(Stephen Trott)*

6. Public Comments

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

- 8.A. Approve Electric Fund write-offs for Fiscal Year 2022. *(Bobby Williams)*
- 8.B. Approve Surplus and Transfer of Police Officer's Handgun. *(Police Chief Vaughan)*
- 8.C. Approve 2025 On-Call Land Development Plan Review Contracts. *(Stephen Trott)*
- 8.D. Call a public hearing for October 7, 2025 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on the Pottstown Community Preservation Plan. *(David Peete)*

9. Public Hearings

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

10. Other Business

- 10.A. Consider decision on Petition #TA25-09, Solar Energy Facilities, a request by Burkert USA Corporation to amend Article 9.54 of the Huntersville Zoning Ordinance. *(Nathan Farber)*
- 10.B. Consider decision on Petition #TA25-04, a request by the Huntersville Planning Department to amend Article 7.4 of the Huntersville Zoning Ordinance. *(Brad Priest)*
- 10.C. Consider appointing two (2) alternate members to the Planning Board. *(Brian Richards)*

11. Closed Session

- 11.A. Closed Session pursuant to N.C.G.S. §143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area, including agreement on a tentative list of economic development incentives that may be offered in negotiations. *(Bobby Williams)*

12. Closing Comments

13. Adjourn

General Meeting Information

Town Board:

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

Meeting Time, Place and Agenda:

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

on the first and third Tuesday of each month (unless otherwise posted). Agendas are published Thursdays before the meeting on our website. The Board reserves the right to deviate from the agenda.

Public Comment and Public Hearing Policy:

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

Special Accommodations:

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



A PROCLAMATION FOR CONSTITUTION WEEK

WHEREAS, September 17, 2025 marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to read, study, and preach the greatest document of human liberty and to protect the freedoms set forth in the Bill of Rights; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim September 17 through 23 as **"CONSTITUTION WEEK"** 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 16th day of September, 2025.

Christy Clark, Mayor



A PROCLAMATION FOR WORLD PEACE DAY

WHEREAS, Rotary as a humanitarian organization, peace is a cornerstone of our mission. We believe when people work to create peace in their communities, that change can have a global effect; and

WHEREAS, Rotary creates environments of peace by carrying out service projects and supporting peace fellowships and scholarships, our members take action to address the underlying causes of conflict, including poverty, discrimination, ethnic tension, lack of access to education, and unequal distribution of resources; and

WHEREAS, the issue of peace embraces the deepest hopes of all peoples and remains humanity's guiding inspiration; and

WHEREAS, in 1981 the United Nations proclaimed the International Day of Peace be "devoted to commemorating and strengthening the ideals of peace both within and among all nations and peoples"; and

WHEREAS, the United Nations expanded the observance of the International Day of Peace in 2001 to include the call for a day of global ceasefire and non-violence, and invited all nations and people to honor a cessation of hostilities for the duration of the Day; and

WHEREAS, there is growing support within our nation for the observance of the International Day of Peace, which affirms a vision of our world at peace, and fosters cooperation between individuals, organizations and nations; and

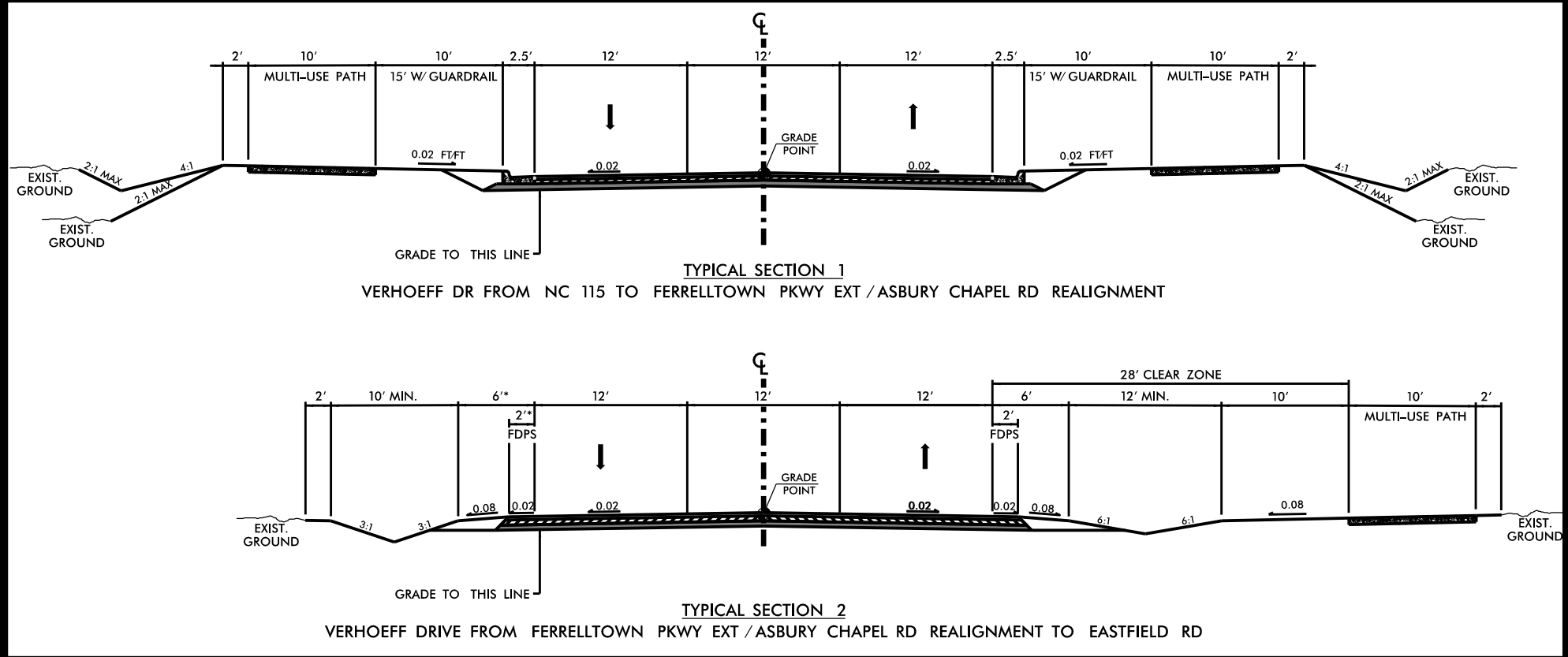
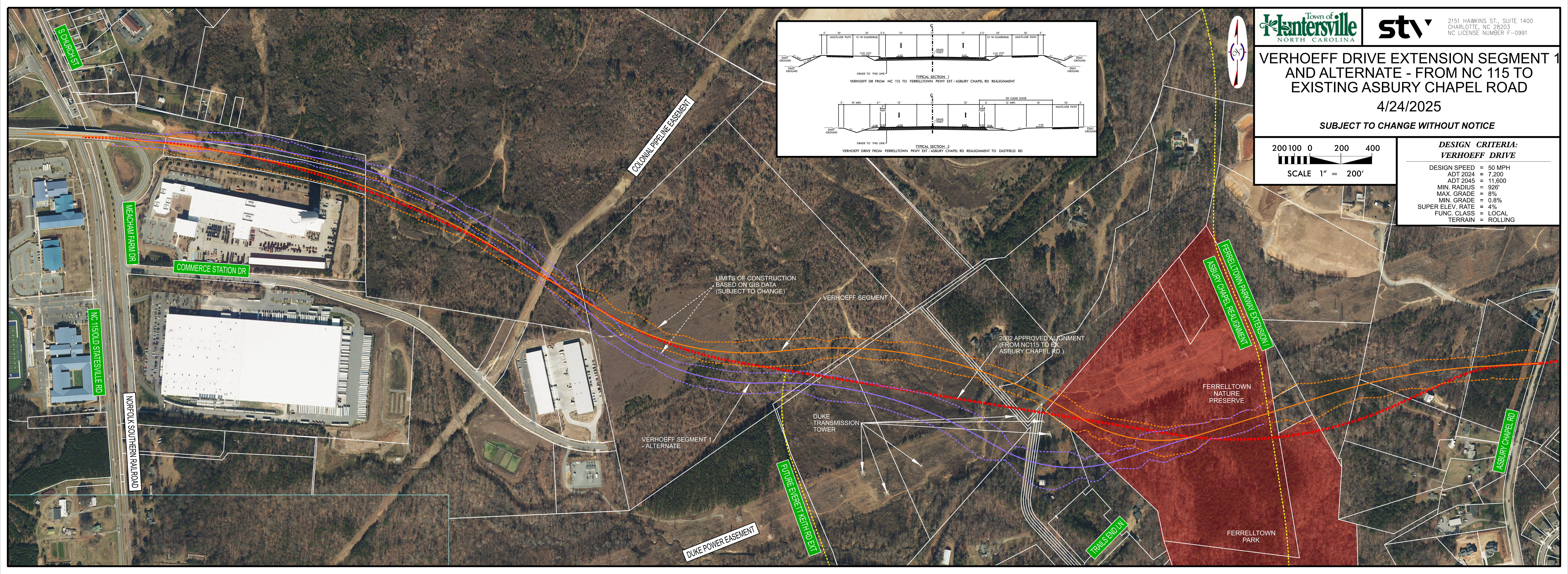
WHEREAS, global crises impel all citizens to work toward converting humanity's noblest aspirations for world peace into a practical reality for future generations; and

WHEREAS, the Rotary Club of Lake Norman-Huntersville, is one of over 60+ Rotary and Rotaract clubs throughout our Rotary District 7680 with over 2,300 members sponsoring service projects to address such critical issues as poverty, health, hunger, illiteracy, and the environment in their local communities, and abroad.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim September 21 as **"WORLD PEACE 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 16th day of September, 2025.

Christy Clark, Mayor





2151 HAWKINS ST., SUITE 1400
CHARLOTTE, NC 28203
NC LICENSE NUMBER F-0991



VERHOEFF DRIVE EXTENSION SEGMENT 1
AND ALTERNATE - FROM NC 115 TO
EXISTING ASBURY CHAPEL ROAD

4/24/2025

SUBJECT TO CHANGE WITHOUT NOTICE

2001000200400

SCALE 1" = 200'

DESIGN CRITERIA:
VERHOEFF DRIVE

DESIGN SPEED = 50 MPH
ADT 2024 = 7,200
ADT 2045 = 11,600
MIN. RADIUS = 926'
MAX. GRADE = 8%
MIN. GRADE = 0.8%
SUPER ELEV. RATE = 4%
FUNC. CLASS = LOCAL
TERRAIN = ROLLING

LIMITS OF CONSTRUCTION
BASED ON GIS DATA
(SUBJECT TO CHANGE)

VERHOEFF SEGMENT 1

2002 APPROVED ALIGNMENT
(FROM NC115 TO EX.
ASBURY CHAPEL RD.)

DUKE TRANSMISSION
TOWER

VERHOEFF SEGMENT 1
- ALTERNATE

FUTURE FERRELTOWN RD EXT

FERRELTOWN
NATURE
PRESERVE

FERRELTOWN
PARK



Request for Board Action

September 16, 2025

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: Electric Fund Write-Offs

EXPLAIN REQUEST:

Town staff and ElectriCities have cooperatively worked at collecting final electric accounts to accurately reflect the amount customers owe the Town. As we did in FY24, Staff recommends that annually the Board approve the write-offs of amounts that have proven uncollectible for more than three years. While this will not stop our collection efforts (these amounts will remain with our collection agency, and we will continue to seek collection through debt set-off program for accounts over \$50), our financial statements will no longer report the amounts as likely collectible.

Staff is recommending the Board approve write-offs for FY2022 totaling \$28,220.04. In total, this represents 0.11% of the total 2022 Electric revenue and 162 customers.

ACTION RECOMMENDED:

Approve Electric Fund write-offs for FY 2022 totaling \$28,220.04.

FINANCIAL IMPLICATIONS:

Loss of revenue collected from final accounts.

ATTACHMENTS:

None



Request for Board Action

September 16, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brian Vaughan, Chief of Police

Subject: Surplus and Transfer of Police Officer's Handgun

EXPLAIN REQUEST:

This is an official request for the Glock Model 45, Serial Number CAMB182, issued to William Broadway Jr., to have a transfer of ownership to his surviving spouse, Sarah Broadway, due to his untimely death.

Pursuant to North Carolina General Statute §17F-20, members of North Carolina state, city, and county law enforcement agencies who die while actively serving may, at no cost, have their service sidearm awarded to their surviving spouse. The statute authorizes the governing body of a law enforcement agency, at its discretion, to approve such a request, provided the weapon is rendered incapable of being fired. This weapon has in fact been rendered incapable of being fired.

Accordingly, I respectfully request that this service weapon be considered surplus under the statute and awarded to the surviving spouse of William Broadway Jr.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Surplus Memo-Broadway Handgun-Glock 45
2. Handgun Transfer of Ownership Broadway



Brian Vaughan
Chief of Police

HUNTERSVILLE POLICE DEPARTMENT

9630 Julian Clark Avenue P.O. Box 664 Huntersville, N.C. 28070
(704) 464-5400 Fax (704) 947-9200

Memorandum

TO: Anthony Roberts, Town Manager
FROM: Brian Vaughan, Chief of Police
DATE: 09/04/2025
SUBJECT: Surplus GLOCK Model 45

This is an official request for the Glock Model 45, Serial Number CAMB182, issued to William Broadway Jr., to be designated as surplus due to his untimely death.

Pursuant to North Carolina General Statute §17F-20, members of North Carolina state, city, and county law enforcement agencies who die while actively serving may, at no cost, have their service sidearm awarded to their surviving spouse. The statute authorizes the governing body of a law enforcement agency, at its discretion, to approve such a request, provided the weapon is rendered incapable of being fired. This weapon has in fact been rendered incapable of being fired.

Accordingly, I respectfully request that this service weapon be considered surplus under the statute and awarded to the surviving spouse of William Broadway Jr.

Serial Numbers:

Glock 45 Semi-Automatic Pistol. The serial number is CAMB182.
Weapon Mounted Optic I Holosun 507C. The serial number is 7101273840.

* **H**onor * **P**rofessionalism * **D**edication *



HUNTERSVILLE POLICE DEPARTMENT

9630 Julian Clark Avenue Huntersville, NC 28078
(704) 464-5400 Fax (704) 947-9200

Brian Vaughan
Chief of Police

Handgun Purchase Agreement

This agreement made this day , 2025, by and between Sarah Broadway (hereinafter called "Spouse") who is the spouse of William Broadway Jr., of the Town of Huntersville (hereinafter called "Officer"), and the Town of Huntersville, North Carolina, a municipal corporation, (hereinafter called "Town").

WHEREAS, during the Officer's tour of duty with the Town, the Town has provided the Officer with a service weapon in order for the Officer to perform his duties; and

WHEREAS, the make, model and serial number of such service weapon is as follows: GLOCK Model, 45 Serial Number CAMB182; and

WHEREAS, the Officer passed away while an active police officer and employee of the Town, shortly; and

WHEREAS, the Town desires to reward the Spouse for the Officer's faithful service to the Town.

NOW, THEREFORE, in consideration of the foregoing and mutual promises and agreements hereinafter set forth, the parties agree as follows;

1. The Town shall transfer and convey possession and ownership of the service weapon owned by the Town and used by the Officer during his/her employment as a police officer in the Town for fair market value, being the sum of \$0.
2. The Spouse agrees to be solely responsible for, from this time forward, the possession, ownership, maintenance and use of such weapon.
3. The Spouse agrees to indemnify and save harmless the Town, its officers, employees, and agents from any and all liability and damages, which may occur as a result of the Spouse possessing, handling, discharging or otherwise using the subject weapon from this time forward. If any claim, action or proceeding is hereafter brought seeking to hold the Town liable on account of the Spouse's use, control or discharge of such weapon, the Spouse will at her expense defend the Town against such claims, actions, or proceedings, whether or not well-founded, and indemnify the Town against any and all losses or liabilities resulting therefrom.
4. The Spouse agrees that, during her lifetime, she will not convey, transfer, sell or give away the weapon to any third party except a sworn peace officer for use in the performance of that officer's duties.
5. The weapon has been rendered inoperable at the time of the transfer of ownership.

WHEREUNTO we hereby set out hands on this day of , .

Sarah Broadway

Chief of Police

Town Manager



Request for Board Action

September 16, 2025

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: 2025 On-Call Land Development Plan Review Contracts

EXPLAIN REQUEST:

The Towns Engineering Department requested statements of qualifications (SOQs) from Private Engineering Firms for on-call land development plan review services. The Request for Qualifications (RFQ) was posted on June 16th, 2025 and due on July 17th, 2025. The Engineering Department received 6 SOQs and desires to engage with the top 2 scoring firms.

ACTION RECOMMENDED:

Approve contracts.

FINANCIAL IMPLICATIONS:

Various.

ATTACHMENTS:

1. RFQ-Plan Review Score Sheet 2025
2. On Call LD Plan Review - AWCK
3. On Call LD Plan Review - Labella

Scoring Chart for RFQ

On-Call Land Development						RFQ Due: 7/17/2025			Date Posted: 6/16/2025					
#:	Firm Name	Contact	Email	Electronic:	3 Copies of Letter of Interest: *	1 Letter of Interest Loose Leaf: *	Cover Letter 2 page max:	Eval Factors 4-7 page max:	Supportive Info 4-7 page max:	Small/ Minority Business (Main, Sub, Both, None)	HUB (Main, Sub, Both, None)	12 page max:	Total Score:	Avg. Total Score:
1	CESI	Liz Warlick	lwarlick@cesicgs.com	Y	Y	Y	Y	Y	Y	Main	None	Y	32.83	10.94
2	AWCK	David Lipe	dlipe@awck.com	Y	Y	Y	Y	Y	Y	Main	None	Y	54.83	18.28
3	Labella	David Goode	dgoode@LabellaPC.com	Y	Y	Y	Y	Y	Y	None	None	Y	60.25	20.08
4	ESP	Danny Watson	dwatson@espassociates.com	Y	Y	Y	Y	Y	Y	None	None	Y	53.53	17.84
5	Kimley Horn	Andrew Loftin	andrew.loftin@kimley-horn.com	Y	Y	Y	Y	Y	Y	None	None	Y	53.65	17.88
6	Three Notch Group	John Kinnaird	john.kinnaird@3notch.com	Y	Y	Y	Y	Y	Y	Main	None	Y	27.43	9.14

	1st
	2nd
	3rd
	4th
	5th



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

CONTRACT FOR ON- CALL LAND
DEVELOPMENT PLAN REVIEW
SERVICES

Firm: Name Alley, Williams, Carmen & King, Inc.

Address 120 S Main St

City, State, Zip Kannapolis, NC 28081 Phone 704-938-1515

Project Manager Name David W. Lipe, PE

Project Manager email dlipe@awck.com

PROJECT: On-Call Plan Review

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 Alley, Williams, Carmen & King, Inc. (the "Firm") located at Kannapolis, NC.

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 2 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 _____.

Firm

Name:

Alley, Williams, Carmen & King, Inc.

Name of Firm (type or print)

By:

David W. Lepe

(Signature)

Title:

VICE-PRESIDENT

Attest:

Shawn Brown Mills

(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 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.
-

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

HOURLY CHARGE RATE SCHEDULE – JULY 1, 2025

This information is confidential and is intended for use by the recipient only.

1. Engineers:
 - a. EI – Engineering Intern \$ 100.00 - \$130.00/Hr.
 - b. Registered Professional Engineer 130.00 - 160.00/Hr.
 - c. Associate/Registered Professional Engineer 160.00 - 185.00/Hr.
 - d. Principal/Registered Professional Engineer 190.00 - 275.00/Hr.
2. Architects:
 - a. Architects in Training \$ 100.00 - \$120.00/Hr.
 - b. Registered Architect 125.00 - 160.00/Hr.
 - c. Associate/Registered Architect 145.00 - 175.00/Hr.
 - d. Principal/Registered Architect 175.00 - 200.00/Hr.
3. Surveyors:
 - a. Surveyor in Training \$ 75.00 - \$ 100.00/Hr.
 - b. Registered Land Surveyor 85.00 - 120.00/Hr.
 - c. Associate/Registered Land Surveyor 120.00 - 150.00/Hr.
4. Technical Staff:
 - a. Project Manager \$ 90.00 - \$140.00/Hr.
 - b. CADD Designer/Technician 75.00 - 140.00/Hr.
 - c. Stormwater Program Coordinator 90.00 - 140.00/Hr.
5. Survey Parties:
 - a. 2-Man Party \$160.00 - \$185.00/Hr.
 - b. 3-Man Party 190.00 - 250.00/Hr.
6. Construction Observer \$ 100.00 - \$140.00/Hr.
7. Clerical \$ 60.00 - \$ 90.00/Hr.
8. Other:
 - a. Employees' overtime (when authorized in advance): 1.50 times Hourly Charge Rate.
 - b. Professional Consultants: 1.10 times the amount billed to AWCK, Inc.
 - c. Printing and Mailing: 1.10 times the amount billed to AWCK, Inc.
 - d. Mileage: Travel to job site No Charge, but time is included from our office to job site and return.
 - e. Overnight or extended travel: 1.10 times the amount billed to AWCK, Inc.
 - f. The above rates are subject to adjustment in accordance with normal salary and rate review practices on an annual basis.
 - g. Where ranges of hourly charge rates are listed, the rate charged will be the actual charge rate associated with the individual performing the services.
 - h. Payment will be made monthly based on invoices submitted by Alley, Williams, Carmen & King, Inc.



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

CONTRACT FOR ON-CALL LAND
DEVELOPMENT PLAN REVIEW
SERVICES

FIRM: LaBella Associates, P.C.
ADDRESS: 400 S. Tryon St, Suite 1300
Charlotte, NC 28285
David Goode, PE
980-293-2609
dgoode@labellapc.com

PROJECT: Land Development Plan Review
ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this “Contract”) is entered into this _____ day of _____, 2025 by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the “Town”) and LaBella Associates, P..C (the “Firm”) located at 400 South Tryon Street, Suite 1300, Charlotte NC 28285.

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 claims and liabilities to the extent caused by the negligent errors or omissions of the Firm to the extent recoverable under applicable law, 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 2 years, ending on _____, ____2027.
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 _____, 2025.

Firm

Name:
LaBella Associates, P.C.
Name of Firm (type or print)

By: **Keith Garbrick, PE**
Keith Garbrick, PE
(Signature)

Title:
Senior Vice President

Attest: **Brian Miller, PE**
Brian Miller, PE
(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 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") recoverable under applicable law 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 recoverable under applicable law 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.

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 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

LaBella Scope of Services

Town of Huntersville On-Call Land Development Plan Review

LaBella shall provide land development plan review services on an as-need basis for the Town of Huntersville. Services may include review of land development plans and plats. Labella will review the plans and plats to determine consistency with all applicable State laws, Town Ordinances and guidelines. LaBella will review for conformance with the following Ordinances and Manuals when applicable to the individual plan or plat:

- Town of Huntersville Water Quality Ordinance
- Town of Huntersville Surface Water Improvement and Management Stream Buffer Ordinance
- Town of Huntersville Soil and Erosion Control Ordinance
- Charlotte- Mecklenburg Storm Water Design Manual
- Charlotte-Mecklenburg SCM Design Manual
- North Carolina Storm Water Design Manual
- Post-Construction Administrative Manual (including all appendices and forms)
- Town of Huntersville Water Quality Design Manual
- Water Quality Buffer Implementation Guidelines
- Town of Huntersville Engineering Standards and Procedures Manual
- North Carolina Erosion and Sediment Control Planning and Design Manual
- North Carolina Department of Transportation Roadway Design Manual
- North Carolina Department of Transportation Policy on Street and Driveway Access to North Carolina Highways

David Goode will serve as LaBella's Project Manager for this contract, providing direction and oversight of other staff assigned to specific reviews under this contract. Other staff assigned to this contract shall have appropriate experience for the assigned task.

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]



**LABELLA ASSOCIATES
ENGINEERING SERVICES**

SCHEDULE OF FEES

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Principal	\$230.00/hour
Project Manager	\$195.00/hour
Senior Engineer	\$185.00/hour
Senior Project Engineer	\$155.00/hour
Project Engineer	\$135.00/hour
Design Engineer	\$120.00/hour
Senior Engineering Technician	\$140.00/hour
Engineering Technician	\$110.00/hour
Construction Inspector	\$ 95.00/hour
Engineering Co-op	\$ 85.00/hour
Clerical	\$ 80.00/hour
Mileage	at current IRS rate
Expenses	at cost
Subconsultants	at cost plus 15 percent



Request for Board Action

September 16, 2025

To: The Honorable Mayor and Board of Commissioners

From: David Peete, Principal Planner - Long Range

Subject: Call a Public Hearing on the Pottstown Community Preservation Plan

EXPLAIN REQUEST:

Call a public hearing for October 7, 2025 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on the Pottstown Community Preservation Plan, a request by the Town of Huntersville Planning Department.

ACTION RECOMMENDED:

Call a Public Hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

September 16, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Traffic Calming on Maple Branch Drive

EXPLAIN REQUEST:

Public Hearing for Traffic Calming on Maple Branch Drive

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

none.

ATTACHMENTS:

1. Northbrook Sub - Maple Branch Dr Vicinity map



Sam Furr Rd

Maple Branch Dr

~ 700 LF

Bank Fire Ln

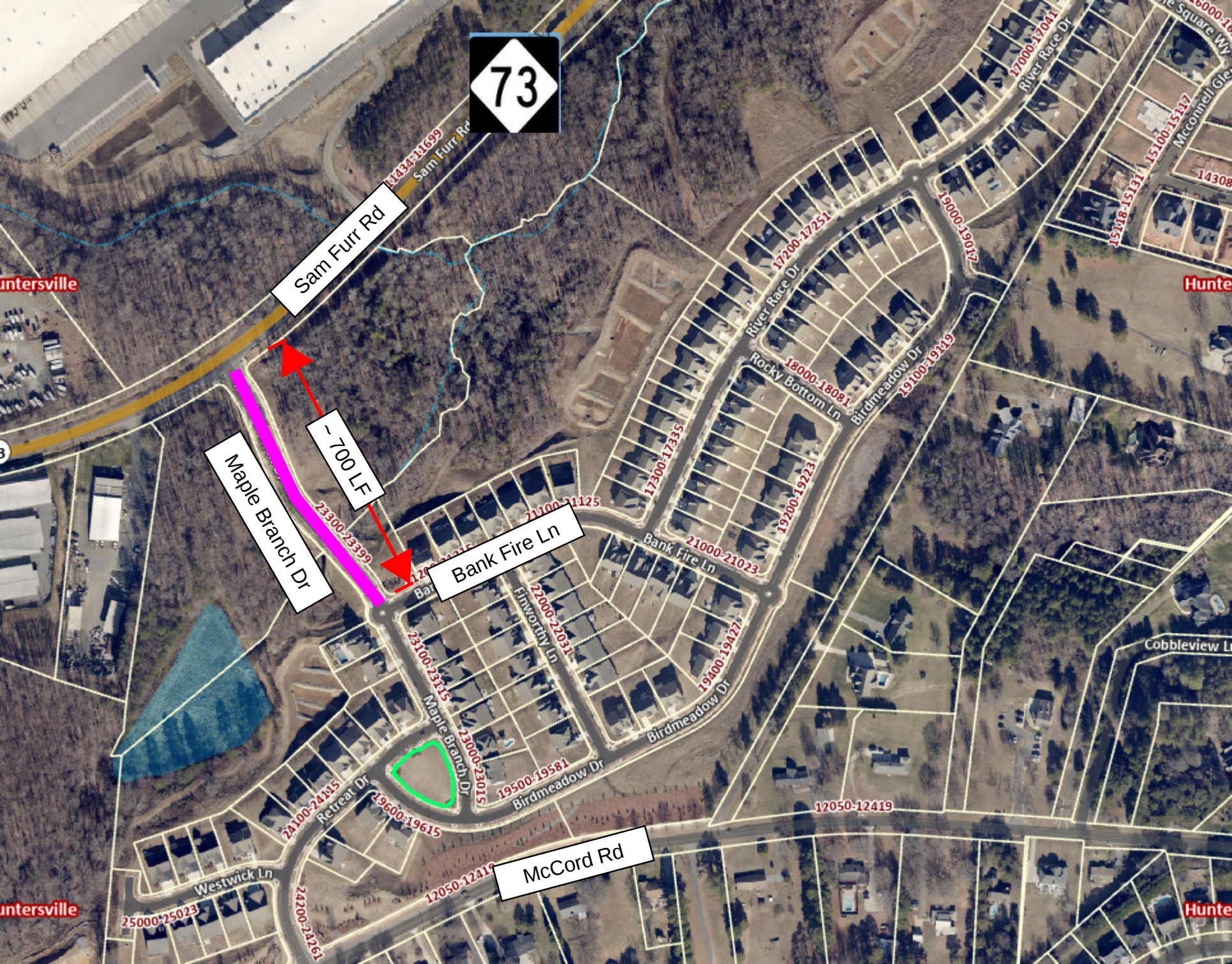
McCord Rd

intersville

Hunte

intersville

Hunte





Request for Board Action

September 16, 2025

To: The Honorable Mayor and Board of Commissioners

From: Nathan Farber, Senior Planner

Subject: Petition #TA25-09 Solar Energy Facilities

EXPLAIN REQUEST:

TA25-09 is a request by Burkert USA Corporation to amend Article 9.54.1 and 9.54.3.1 of the Solar Energy Facilities Conditions in the Zoning Ordinance. The purpose of the amendment is to add the ability for commercial properties to build minor free-standing solar facilities that are up to 14 feet tall over pedestrian walkways and surface parking lots. Additionally, this amendment would allow for front yard placement of minor free-standing solar facilities on non-residential property if it is not visible from the street.

ACTION RECOMMENDED:

Make Decision

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA25-09 Solar Panels Staff Report Town Board Hearing
2. Text Amendment Application_9.54 7.02.25 UPDATED
3. Draft TA25-09 Solar Language 7-10-25 UPDATED

TA 25-09 – Article 9.54 Solar Energy Facilities

PART 1: DESCRIPTION

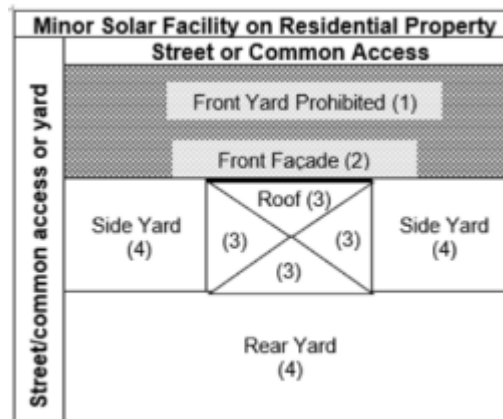
TA25-09 is a request by Burkert USA Corporation to amend Article 9.54.1 and 9.54.3.1 of the Solar Energy Facilities Conditions in the Zoning Ordinance. The purpose of the amendment is to add the ability for commercial properties to build minor free-standing solar facilities that are up to 14 feet tall over pedestrian walkways and surface parking lots. Additionally, this amendment would allow for front yard placement of minor free-standing solar facilities on non-residential property if it is not visible from the street.

PART 2: BACKGROUND

Article 9.54 Solar Energy Facilities currently divides solar panels into two different categories: Minor and Major.

- **Major Solar Facilities** are created for the primary purpose of producing electrical energy for beneficiary's that are not located on-site. Major Solar Facilities are the primary use on the site. This use requires a Special Use Permit (SUP) and specific conditions to be met.
- **Minor Solar Facilities** are located on the power beneficiary's premises and are intended to primarily offset part or all the beneficiary's requirements for electricity. Minor Solar Facilities are the secondary use or accessory use on the site. This use requires specific conditions to be met but is allowed by right.

In 2022 the Town Board approved an amendment to simplify the Solar Energy Facilities language at the time and removed the SUP requirement for Minor Solar Facilities. This text amendment made it easier for residential and commercial properties to install environmentally friendly solar panels. The one item that did not change was the prohibition on free-standing minor solar facilities located in front yards and the limit of free-standing minor solar facilities height at 5ft.



Burkert USA approached Planning Staff to inquire about a new solar panel project for their 11425 Mt. Holly-Huntersville Rd industrial facility. As part of this project they were proposing to add solar panels to the roof of their building, construct free-standing solar facilities that would cover their existing surface parking lot, and include free-standing solar facilities in their front yard. Rooftop solar facilities are already allowed by right leaving the remaining two proposals not permitted by the current ordinance. The below image was not provided by the applicant but serves as a visual representation of a possible solar facility above a parking lot.



In order to allow their proposals, Burkert has proposed the two changes to Article 9.54 Solar Energy Facilities:

1. Article 9.54.1: Adding a condition to the General Requirements for Minor Solar Energy Facilities that would allow for free-standing solar facilities to be 14 feet tall or less above surface parking lots and pedestrian walkways.
 - a. This would be limited to commercial properties only.
 - b. This would only be allowed if it is on a property that has a required 80-foot buffer in order to ensure that the Solar Energy Facility is adequately screened from the street.
 - c. The proposed language below would prohibit these taller facilities in the front yard if it is visible on the ground from the public street.
 - d. The existing parking and buffer requirements from Article 6 and Article 7.5 would require screening along the edge of the parking lot and buffers along the edge of the property.
2. Article 9.54.3.1: Adding *“from the public street”* to the end of *“Front yard placement, as depicted by area (1) in the above illustration, is prohibited when the placement would cause the solar facility to be visible by a person on the ground”*. This would allow minor free-standing solar facilities withing the front yard of non-residential properties as long as it is not visible on the ground from the public street.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

1. **EOS-9.1:** Promote the use of energy efficient building design and neighborhood design.
Staff Comment: The proposed text amendment would expand the different opportunities for non-residential properties to install environmentally friendly solar panels. This would also allow future businesses to use creative solutions to fit more solar panels on their properties.

PART 4: STAFF RECOMMENDATION

Planning Staff recommends approval of the proposed text amendment TA25-09 as it is compliant with the Huntersville 2040 plan and is supported by policy EOS-9.1. This text amendment allows for expanded opportunities for non-residential properties to install environmentally friendly solar panels. This allows future businesses to use creative solutions to fit more solar panels on their properties. Staff believe that adequate language has been provided to ensure that these solar energy facilities are not a nuisance to nearby properties

and anyone traveling along a public street. Additionally, existing requirements for commercial properties provide additional protection to adjacent properties.

PART 5: PUBLIC HEARING

The Public Hearing took place on August 5, 2025.

PART 8: PLANNING BOARD RECOMMENDATION

The Planning Board made a unanimous recommendation in favor (8-0) of TA25-09 on August 26, 2025.

PART 9: ATTACHMENTS

1. Text Amendment Application
2. Ordinance Language

PART 10: STATEMENT OF CONSISTENCY – TA25-09

<i>Planning Department</i>	<i>Planning Board</i>	<i>Board of Commissioners</i>
APPROVAL: In considering the proposed amendment TA25-09, Planning Staff recommends approval based on the amendment being consistent with EOS-9.1 of the Huntersville 2040 plan. <i>It is reasonable and in the public interest to amend Article 9.54 because it allows for expanded opportunities for non-residential properties to install environmentally friendly solar panels. This allows future businesses to use creative solutions to fit more solar panels on their properties. Staff believe that adequate language has been provided to ensure that these solar energy facilities are not a nuisance to nearby properties</i>	APPROVAL: In considering the proposed amendment TA25-09, the Planning Board recommends approval based on the amendment being consistent with the EOS-9.1 of the Huntersville 2040 Plan. <i>It is reasonable and in the public interest to amend the Zoning Ordinance because it allows for the expanded opportunities for non-residential properties to install environmentally friendly solar panels. This allows future business to use creative solutions to fit more panels on their properties. The planning board believes that adequate language has been provided to ensure that these solar energy facilities are not a nuisance to nearby properties.</i>	APPROVAL: In considering the proposed amendment TA25-09, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> <i>It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)</i>
DENIAL: N/A	DENIAL: N/A In considering the proposed amendment TA25-09, the Planning Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. <i>It is not reasonable and in the public interest to amend the Zoning Ordinance because.... (Explain)</i>	DENIAL: In considering the proposed amendment TA25-09, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. <i>It is not reasonable and in the public interest to amend the Zoning Ordinance because.... (Explain)</i>



Text Amendment Application

Date of Application 5/27/2025

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

☐ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

☒ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Zoning Article(s): 9 Section(s): 9.54

Current Ordinance

- o "All minor free-standing facilities shall be a maximum of five (5) feet in height as measured from the grade at the base of the structure to the apex of the structure. This provision shall be waived for minor-free standing facilities on residential property if its application would prevent the reasonable use of a solar collector for the residential property."

Proposed Text

- See attached language.

Reason for Proposed Change

Burkert is committed to achieving carbon neutrality goals for Scope 1 and 2 by 2028. In order to support this commitment, we will be incorporating additional solar energy at our facility. The added benefit of the solar array would be that charging stations can be incorporated at a later date.

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name _____ Burkert USA Corporation _____

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

Signature _____  _____ Date _____ 5/27/2025 _____

Title _____ Sustainability Manager _____ Email _____ Ty.Fortenberry@Burkert.com _____

Address of Applicant _____ 11425 Mt. Holly-Huntersville Rd Huntersville, NC 28078 _____

Property Owner (if different than applicant)

* Printed Name _____ Burkert Systemhaus, LLC _____

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

Signature _____ Date _____ 5/27/2025 _____

Title _____ Managing Director _____ Email _____ Josip.Martis@Burkert.com _____

Address of Property Owner _____ Headquarters: Christian-Bürkert-Straße 13 - 17 74653 Ingelfingen

* 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.**

Contact Information

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

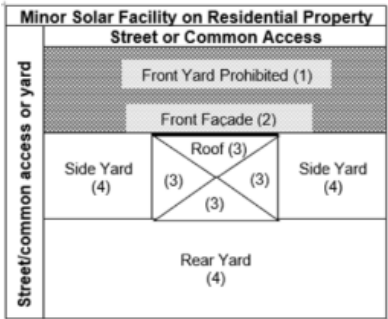
Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

9.54 Solar Energy Facilities

Any major or minor solar energy facility shall require approval from all applicable state and federal agencies as well as the affected energy provider.



1. Minor Solar Energy Facilities (refer to illustration).

1. General Requirements for Minor Solar Energy Facilities.

- 1. All minor free-standing facilities must comply with accessory structure setbacks and spacing as set forth in Article 8.8.
- 2. All minor free-standing facilities shall be a maximum of five (5) feet in height as measured from the grade at the base of the structure to the apex of the structure.
 - 1. This provision shall be waived for minor-free standing facilities on residential property if its application would prevent the reasonable use of a solar collector for the residential property.
 - 2. This provision shall be waived for minor-free standing facilities on commercial property if its application would prevent the reasonable use of a solar collector above vehicular parking or pedestrian walkways that are 14 feet or less in height and not visible behind an 80-foot minimum buffer.

Formatted

All minor rooftop solar energy facilities shall not be considered as rooftop equipment on any building type, and therefore, do not require screening and are not subject to any architectural standards that would prohibit reflective materials.

2. Residential Property.

1. Front yard placement is prohibited pursuant to N.C.G.S. § 160D-914(c)(3) when the placement would cause the solar facility to be visible by a person on the ground.
2. Placement on the façade of a structure that faces areas open to common or public access is permitted as a by-right accessory use in all districts subject to the issuance of a zoning permit.
3. Placement on the roof is permitted by-right accessory use in all districts subject to the issuance of a zoning permit.
4. Side and rear yard placement is permitted as by-right accessory use in all districts subject to the issuance of a zoning permit.

3. Non-Residential Property.

1. Front yard placement, as depicted by area (1) in the above illustration, is prohibited when the placement would cause the solar facility to be visible ~~by a person on the ground~~ from the road.
2. Placement of minor free-standing solar facilities on non-residential property in locations other than the front is permitted as a by-right accessory use in all districts subject to the issuance of a zoning permit.
3. Minor rooftop solar facilities on non-residential property are allowed on all roof surfaces.

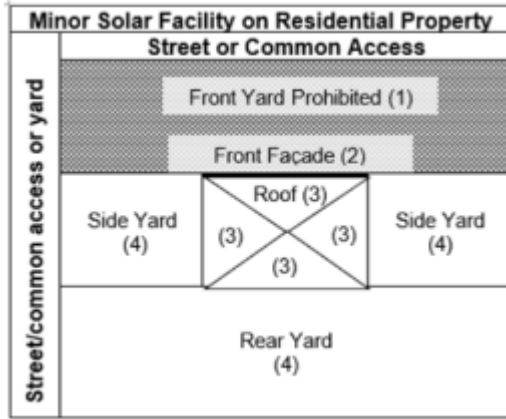
2. Major Solar Energy Facilities.

1. Major solar energy shall require the issuance of a Special Use Permit in accordance with the requirements set forth in Article 11.4.10.
 1. The minimum lot size requirement for major solar facilities is 10 acres.
 2. Setbacks for major solar energy facilities shall:
 1. meet the minimum required setbacks for the underlying zoning district for installations in the R and TR zoning districts.
 2. be a minimum of 20 feet from any property line in the SP zoning district.

3. Free standing major solar facilities shall be a maximum of eight (8) feet in height as measured from the grade at the base of the structure to the apex of the structure. This provision shall be waived for major-free standing facilities on residential property if its application would prevent the reasonable use of a solar collector for the residential property. Major Solar Energy Facilities shall be exempt from any parking requirements in the Huntersville Zoning Ordinance if there is no commercial or office building component.
4. Town of Huntersville to be given copies of any lease agreement and plan for removal of facility/equipment.
5. Major Solar Energy Facilities shall be exempt from any parking requirements in the Huntersville Zoning Ordinance if there is no commercial or office building component.
6. An existing features plan as described in Article 6.300.1.14 of the Subdivision Ordinance must be submitted with the application for the above-described Special Use Permit. Placement of solar panels shall be based on preserving existing features to the extent practical.

9.54 Solar Energy Facilities

Any major or minor solar energy facility shall require approval from all applicable state and federal agencies as well as the affected energy provider.



1. Minor Solar Energy Facilities (refer to illustration).

a. General Requirements for Minor Solar Energy Facilities.

(1) All minor free-standing facilities must comply with accessory structure setbacks and spacing as set forth in Article 8.8.

(2) All minor free-standing facilities shall be a maximum of five (5) feet in height as measured from the grade at the base of the structure to the apex of the structure.

- i. This provision shall be waived for minor free-standing facilities on residential property if its application would prevent the reasonable use of a solar collector for the residential property.
- ii. This provision shall be waived for minor free-standing facilities on commercial property if its application would prevent the reasonable use of a solar collector above vehicular surface parking or ground-level pedestrian walkways that are 14 feet or less in height and located behind an 80-foot buffer.

All minor rooftop solar energy facilities shall not be considered as rooftop equipment on any building type, and therefore, do not require screening and are not subject to any architectural standards that would prohibit reflective materials.

2. Residential Property.

1. Front yard placement is prohibited pursuant to N.C.G.S. § 160D-914(c)(3) when the placement would cause the solar facility to be visible by a person on the ground.
2. Placement on the façade of a structure that faces areas open to common or public access is permitted as a by-right accessory use in all districts subject to the issuance of a zoning permit.
3. Placement on the roof is permitted by-right accessory use in all districts subject to the issuance of a zoning permit.
4. Side and rear yard placement is permitted as by-right accessory use in all districts subject to the issuance of a zoning permit.

3. Non-Residential Property.

1. Front yard placement, as depicted by area (1) in the above illustration, is prohibited when the placement would cause the solar facility to be visible by a person on the ground from the public street.
2. Placement of minor free-standing solar facilities on non-residential property in locations other than the front is permitted as a by-right accessory use in all districts subject to the issuance of a zoning permit.
3. Minor rooftop solar facilities on non-residential property are allowed on all roof surfaces.

2. Major Solar Energy Facilities.

1. Major solar energy shall require the issuance of a Special Use Permit in accordance with the requirements set forth in Article 11.4.10.
 1. The minimum lot size requirement for major solar facilities is 10 acres.
 2. Setbacks for major solar energy facilities shall:
 - i. meet the minimum required setbacks for the underlying zoning district for installations in the R and TR zoning districts.
 - ii. be a minimum of 20 feet from any property line in the SP zoning district.

3. Free standing major solar facilities shall be a maximum of eight (8) feet in height as measured from the grade at the base of the structure to the apex of the structure. This provision shall be waived for major-free standing facilities on residential property if its application would prevent the reasonable use of a solar collector for the residential property. Major Solar Energy Facilities shall be exempt from any parking requirements in the Huntersville Zoning Ordinance if there is no commercial or office building component.
4. Town of Huntersville to be given copies of any lease agreement and plan for removal of facility/equipment.
5. Major Solar Energy Facilities shall be exempt from any parking requirements in the Huntersville Zoning Ordinance if there is no commercial or office building component.
6. An existing features plan as described in Article 6.300.1.14 of the Subdivision Ordinance must be submitted with the application for the above-described Special Use Permit. Placement of solar panels shall be based on preserving existing features to the extent practical.



Request for Board Action

September 16, 2025

To: Board Members

From: Brad Priest, Assistant Planning Director

Date: September 16, 2025

Subject: Petition #TA25-04: Tree Mitigation Maximum

EXPLAIN REQUEST:

Petition #TA25-04 is a request by the Huntersville Planning Department to amend Articles 7.4 of the Huntersville Zoning Ordinance. The purpose of the amendment is to establish a maximum allowable mitigation cap for tree save standards. Additionally, the amendment clarifies submittal requirements for tree save area review and provides greater specificity regarding replanting requirements when approved tree save areas are disturbed.

ACTION RECOMMENDED:

Consider taking final action.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA25-04 Staff Report Tree Mitigation TB 9 16 25
2. Draft Ordinance - 9 8 25 - Small lots draft
3. R25-04 Text Amendment Application

TA25-04 Tree Save Mitigation – Maximum Mitigation Allowance and Tree Preservation Plan Clarifications Amendment

PART 1: DESCRIPTION

Petition #TA25-04 is a request by the Huntersville Planning Department to amend Articles 7.4 of the Huntersville Zoning Ordinance. The purpose of the amendment is to establish a maximum allowable mitigation cap for tree save standards. Additionally, the amendment clarifies submittal requirements for tree save area review and provides greater specificity regarding replanting requirements when approved tree save areas are disturbed.

PART 2: BACKGROUND

Since 2003 the Town of Huntersville has had a Tree Save Ordinance that requires a specific percentage of tree canopy and large specimen trees to remain on a developed site (Article 7.4). However, also since that time, a tree mitigation option has provided flexibility from that requirement. The mitigation option allows a development to remove up to all the trees required to be saved, if the trees required to stay are “mitigated” or replaced on the site, or the cost of which are contributed to the Town’s tree fund bank.

In 2015 the Town started reviewing the tree save ordinance in an effort to encourage more mature tree save, while still allowing mitigation flexibility for developments. The reason for the review was that at the time, mitigation plantings for the removal was significantly inequitable to the value of the mature trees being removed. One large 40-inch tree was only required to be mitigated by one newly planted 2-inch tree. Since mitigation requirements were so low, it was noted that developments were very quick to mitigate trees rather than provide good faith efforts to save them. Therefore, the Planning Board appointed a committee to review and make recommendations to address the noted pattern. At the conclusion of the review the Planning Board recommended, and the Town Board approved an ordinance that increased the mitigation amount for specimen trees. Under the new ordinance, with Planning Board approval, developments could mitigate specimen trees by contributing for or replacing 30% of the caliper (linear width in inches) of each tree required to be saved. A 40-inch tree would require 12 inches of caliper (30%), or 6 2-inch trees for mitigation.

In 2020 the Planning Board again noted to staff an increase of specimen mitigation requests coming before the Board. Therefore, they again appointed a committee to discuss and recommend further changes to the ordinance to encourage mature tree save and discourage removal. At the end of the process, the Planning Board recommended, and the Town Board approved an ordinance that; increased the mitigation amount to 100% of the required tree caliper removed, removed the ability to mitigate trees by counting trees already required to be planted by other sections of the ordinance (street trees, buffers, etc.), and allowed mitigation to be administered by staff rather than the Planning Board. The desired principles of the changes were to increase the mitigation amount to be directly equal to the amount of tree caliper being removed, increase the cost of removing trees thus encouraging their saving, but at the same time providing an easier mitigation process for when it was necessary. This is how the ordinance currently reads.

Policy EOS 4.2 of the Huntersville 2040 Plan recommends to “Regularly evaluate and revise tree mitigation options to further town goals”. Planning staff has noticed that mitigation requests and tree removal over the maximums are still quite common, while developments truly designing around significant trees remain rare.

Therefore, staff brought the tree save and mitigation discussion to the Huntersville Environmental Sustainability Committee (ESC). After discussion with staff, the committee made a recommendation to the Town Board to amend the ordinance. The amendment recommended would provide a firm minimum mature tree save requirement and increase the mitigation amount for Heritage trees. The Town Board subsequently asked staff to draft such an amendment. This application therefore is in response to that request and does the following:

1. Allows up to 30% of required tree mitigation for residential development (canopy or specimen)
2. Allows up to 50% of required tree mitigation for commercial/mixed use development (specimen).
3. Raises the mitigation amount for Heritage trees (trees that meet 80% of the points to qualify for the NC Champion Tree List) to 200% of the caliper of the tree removed.
4. Clarifies what type of tree preservation plan is needed for staff tree save review (Article 7.4.2 b)
5. Clarifies that Article 7.4.5 “mitigation” is the intended replanting requirements when an approved tree save area is physically disturbed in violation of an approved tree save plan.
6. **UPDATE 8/12/25**: Allows development under 2 acres in size to encroach into the required dripline with a tree preservation plan approved by a licensed arborist. See Part 6 below for further information.

This amendment does not change the amount of tree save required for a development. The amount requirement (based on zoning district) has not changed since its adoption in 2003. This amendment would only add a maximum mitigation amount so that 70% of *required* residential trees would need to physically stay on the site. 50% of *required* commercial trees would also need to physically remain. For instance, if 100 specimen trees exist on a residential site in NR zoning, 10 trees are currently required to remain (10%). This ordinance would state that only 3 trees could be mitigated, and 7 trees must physically remain on the site. For further flexibility and additional mitigation, developments would have the option to request a conditional district rezoning to ask the Town Board for a modification from the requirements of the ordinance. The Board would be able to review those tree mitigation requests on a case-by-case basis.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

TA-25-04 is consistent with the following Huntersville 2040 Community Plan policies.

- **EOS-3: Prioritize tree canopy preservation in the lower intensity areas.** *Staff Comment:* Capping how much tree canopy can be mitigated will encourage more mature tree preservation in all areas of Huntersville.
- **EOS-3.1: Make mature native forest an open space priority, especially near streams.** *Staff Comment:* Reducing mitigation allowance will encourage the saving of mature native forests and create opportunities for developments to provide more open space which includes mature wooded areas.
- **EOS-4: In more urban environments, encourage the preservation of heritage trees and tree canopy enhancement.** *Staff Comment:* Substantially increasing the mitigation amounts for heritage trees (200% of caliper) will encourage preservation. Mitigation would also be limited for commercial and mixed-use districts to 50% of required heritage trees, thus increasing their preservation in urban environments.

- **Big Idea Box: Increase tree canopy in areas of new development to 50%.** *Staff Comment:* Keeping mature canopy, rather than removing it and replanting (mitigating) will more effectively assist the Town to reach its 50% tree coverage goal.

PART 4: STAFF RECOMMENDATION

Over the past decade, the Town has made a focused effort to encourage the preservation of mature trees while providing flexibility for mitigation within developments. Despite these efforts, increasingly stringent mitigation requirements and ordinance adjustments have not achieved the desired level of mature tree preservation. As a result, the next recommended step is to establish a minimum, non-mitigatable standard for mature tree preservation. The proposed language aligns with the principle of allowing greater mitigation flexibility in higher-density developments—a practice also utilized in a few municipalities around our region.

Staff recommends approval of the proposed text amendment based on its consistency with policies EOS-3, EOS-3.1, EOS-4, and the “Big Idea: Tree Canopy” outlined on page 84 of the Huntersville 2040 Plan. The amendment is reasonable and in the public interest because it supports the preservation and growth of mature tree canopy, which will provide significant environmental, stormwater management, air quality, economic, and community benefits for the Town of Huntersville.

PART 5: PUBLIC HEARING

The Public Hearing was held on July 15, 2025. No one from the public spoke for or against the application. The stream of the meeting can be found here: <https://www.youtube.com/watch?v=zbPIDj7OVyM>

PART 6: PLANNING BOARD RECOMMENDATION

The Planning Board reviewed the application at its July 22, 2025 meeting. During the discussion, Board members expressed concern that the proposed text could lead to more conditional rezoning applications aimed at modifying the new tree save requirements. Staff acknowledged that an increase is possible but noted it would greatly depend on the type and intensity of the proposed development, as well as the location of significant trees on the site. The Board was particularly concerned that small-lot developments could be disproportionately affected by the requirement to preserve mature trees.

The stream of the meeting can be found here: https://www.youtube.com/watch?v=KGitQS_9UM8

UPDATE – 8/12/2025: To address the concerns from the Planning Board, staff drafted revised language that retains the current tree save requirements for smaller-lot developments but allows small-site projects to encroach into required tree driplines if supported by an arborist’s tree preservation plan. Staff believes this added dripline flexibility will retain the intent to save mature trees while addressing the development challenges unique to small sites. The revised language is proposed in Article 7.4.2 C of the ordinance. Please see the updated ordinance draft attached in the agenda packet.

UPDATE – 9/8/25: At the August 26, 2025 meeting of the Planning Board, the updated application was considered. After discussion with staff, the Planning Board recommended the Town Board approve the updated language by a 6-2 vote. The stream of the meeting can be found here:
<https://www.youtube.com/watch?v=n3cb8iAahPU>

PART 7: TOWN BOARD ACTION

The Town Board final action consideration is scheduled for final action on September 16, 2025.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance

PART 8: STATEMENT OF CONSISTENCY – TA25-04 – Tree Save Mitigation

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA25-04, Planning Staff recommends approval based on consistency with policies EOS-3, EOS-3.1, EOS-4, and the “Big Idea: Tree Canopy” outlined on page 84 of the Huntersville 2040 Plan. The amendment is reasonable and in the public interest because it supports the preservation and growth of mature tree canopy, which will provide significant environmental, stormwater management, air quality, economic, and community benefits for the Town of Huntersville.	APPROVAL: L. Hallman made a motion to approve TA25-04, a request by Huntersville Planning Department to amend Article 7.4 of the Huntersville Zoning Ordinance based on consistency with policies EOS-3, EOS-3.1, EOS-4, and the Big Idea Tree Canopy outlined on page 24 of the Huntersville 2040 Community Plan. The amendment is reasonable and in the public interest because it supports the growth of mature tree canopy which will provide significant environmental, stormwater, air quality, economic and community benefits for the Town of Huntersville. M. Pollard seconded the motion. Vote: The motion passed (6-2) with J. Henson and S. Hensley opposed.	APPROVAL: In considering the proposed amendment TA25-04, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed amendment TA25-04, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... <i>(Explain)</i>

AN ORDINANCE TO AMEND ARTICLES 7.4.2 AND 7.4.5 - TREE PRESERVATION MITIGATION REQUIREMENTS

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 7.4.2 b, and 7.4.2 f 2, and 7.4.5 of the Zoning Ordinance is hereby amended to be modified as follows:

Article 7.4.2 b

- b. ~~Site Analysis/Existing Features Plan.~~ **Tree Preservation Plan.** For the purposes of identification and preservation, a site analysis by a North Carolina Landscape Architect, Engineer, or other professional approved by staff is required for all development. The site analysis shall be submitted to planning staff prior to sketch plan review and prior to any clearing. **The plan shall include the delineation and calculated area of the canopy of the site, and the diameter at breast height (DBH), location, and species of all trees 12 inches in DBH and above. The survey may include only trees 24 inches and above if the licensed professional certifies that no small maturing specimen trees under 24 inches exist on the site. See Article 12.2.1 for the definition of a Specimen Tree.** The developer and/or the design firm shall review plans with staff to determine the best areas for potential tree save. Refer to Section 6.0 of the Subdivision Ordinance for all site analysis requirements.

Article 7.4.2 c

Method for Calculating Existing Tree Save and Proposed Tree Save Areas. Existing tree save area shall be considered the area in which the dripline of the existing tree or trees is located on the property plus an additional 5 feet around the perimeter, prior to development. Proposed tree save area shall be considered the area in which the drip line of the remaining tree or trees is located on the property plus an additional 5 feet around the perimeter after development. If root disturbance or construction activities occur within the dripline of any trees designated as tree save, only the area actually being protected will be included in the proposed tree save area. **However, for lots two (2) acres in size or less, the dripline of the protected trees may be disturbed and still counted as tree save area, provided that:**

- A. **Tree Preservation Plan prepared and signed by a certified arborist is submitted, and**
- B. **The Tree Preservation Plan demonstrates that the proposed reduced dripline area is sufficient to maintain the long-term health and stability of the preserved tree(s) based on the following factors:**
 - i. **Tree species, size, and condition;**
 - ii. **Soil conditions, proposed root damage, and drainage;**

iii. Proximity to construction or grading activity; and

iv. Proposed tree protection measures proposed during and after construction

Article 7.4.2 f 2

2. Where circumstances prevent locating the required tree plantings or preservation standards on site, the developer may mitigate protected tree canopy removal by planting new trees on the site whose canopy equals that of the canopy to be removed (new tree canopy credits are described above). If site conditions are not conducive for healthy tree replacement planting on site, the developer may contribute to a Tree Fund/Bank set up by the town for the planting and maintenance of such trees elsewhere in the community. A combination of planting and contribution in lieu of planting is acceptable. The amount of contribution is based on the total cost of the required mitigation trees plus that of their installation. Planning staff will be responsible for reviewing and approving all tree mitigation plans consistent with the mitigation standards of this section, **but only up to 30% of the minimum preservation area may be mitigated as described above.**

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. **Heritage Tree Mitigation shall be calculated at 200% of the total caliper (DBH) of trees to be removed above the ordinance requirement.** If site conditions are not conducive 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. **Mixed use zoning districts and non-residential uses may mitigate up to 50% of the specimen and heritage trees required to remain. Residential zoning districts may mitigate up to 30%.**

Article 7.4.5

Post Site Plan Approval Disturbance Mitigation. If a required tree save/preservation area or required undisturbed buffer yard is disturbed for any reason **after tree preservation plan approval by staff**, it shall be restored at a rate of 5 trees per 1,000 square feet. Trees to be planted shall have a minimum caliper of 2 inches, shall be 8-10 feet in height at installation, and shall be at least 75% large maturing hardwood varieties. Where a disturbed area also functioned to buffer adjacent properties or public street(s), at least 50% of the trees shall be evergreen varieties. Trees shall be distributed throughout the disturbed area in such a way as to effectively replace the vegetation disturbed. Where under story vegetation is removed or disturbed it shall be replaced at a rate of 20 shrubs per 1,000 square feet. Shrubs shall be

evergreen and 3 feet in height when installed and are expected to reach a minimum height of 6 feet at maturity. When a tree is destroyed due to an act of God, it shall be replaced with the same species or comparable species, 2 inch in caliper in size. A planting plan is required for staff review and approval prior to planting.

Section 2. This ordinance shall become effective upon adoption.

PUBLIC HEARING DATE: July 15, 2025

PLANNING BOARD MEETING: July 22, 2025

SECOND PLANNING BOARD MEETING: August 26, 2025

TOWN BOARD DECISION: Tentative September 16, 2025



Text Amendment Application

Date of Application _____ 4/1/25 _____

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

_____ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

___x___ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): _____ Articles 7.2 and 7.4 _____ Article(s): _____ Section(s): _____

Current Ordinance

See current and proposed language in the exhibit attached.

Proposed Text

Reason for Proposed Change

Town staff and the Environmental Sustainability Committee have discussed the possibility of limiting or "capping" the amount of tree mitigation allowed in the ordinance. The text would allow only a portion of required tree save to be removed and mitigated.

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name _____ Huntersville Planning Department _____

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

Signature _____ **Bradley D. Priest** _____ Date _____ 4/1/25 _____

Title _____ Assistant Planning Director _____ Email _____ bpriest@huntersville.org _____

Address of Applicant _____

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this 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.**

Contact Information

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

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____ 4/1/25 _____

Staff Initials: _____ BP _____



Request for Board Action

September 16, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brian Richards, Planning Director

Subject: Planning Board Appointments

EXPLAIN REQUEST:

Consider appointing two (2) alternate members to the Planning Board, from 16 applicants, each for three-year terms expiring 3/3/2028.

ACTION RECOMMENDED:

Appoint 2 members.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Planning Board - Summary
2. Planning Board - Applicants Map
3. Planning Board - Applications 20250908

Planning Board

11 Members Total
 9 Current
 0 Expiring
 0 Vacancies since Last Appt
2 APPOINTMENT(S) NEEDED

CURRENT MEMBERS (9)

Name	Position/Title	Notes	Term Exp & Years		Regular Term Start		
					Partial	Term 1	Term 2
Henson, Jay	Chair	replaced Davis, Jennifer	6/30/2027	3	2/21/2022	6/17/2024	
Boyd, Christopher			6/30/2026	3		6/15/2020	6/20/2023
Hallman, Lee			6/30/2026	3		6/20/2023	
Hensley, Scott	Vice-Chair/ETJ Member		6/30/2027	3	12/17/2018	6/7/2021	6/17/2024
Horsman, Marshall			6/30/2028	3		6/3/2025	
Loomis, Trina			6/30/2028	3	11/15/2021	6/21/2022	6/3/2025
Pollard, Michael			6/30/2027	3		6/17/2024	
Tokpah, Prince			6/30/2028	3		6/3/2025	
Wright, Jodi			6/30/2026	3	11/15/2021	6/20/2023	

APPLICANTS (16)

Name	ETJ?	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Akins, Chris	☐	No	9/5/2025	
Asaro, Nicholas	☐	No	8/26/2025	
Burnett, Deanna	☐	No	9/5/2025	
Cameron, Robert	☐	No	8/17/2025	
Cecil, Edward	☐	No	8/20/2025	
Davis, Jennifer	☐	No	8/26/2025	
Departhy, Kevin	☐	No	7/25/2025	
Dunn, April	☐	No	9/4/2025	
Holbrook, Adam	☐	No	8/19/2025	
Lewis, Kathy	☐	12/31/2025 - Parks and Recreation Commission	8/22/2025	
Miller, Alyssa	☐	No	9/1/2025	
Moise, Garrett	☐	No	8/4/2025	
Street, Wyatt	☐	No	9/5/2025	

* Term expires within 3 months

Monday, September 8, 2025

Planning Board

11 Members Total

9 Current

0 Expiring

#Type!

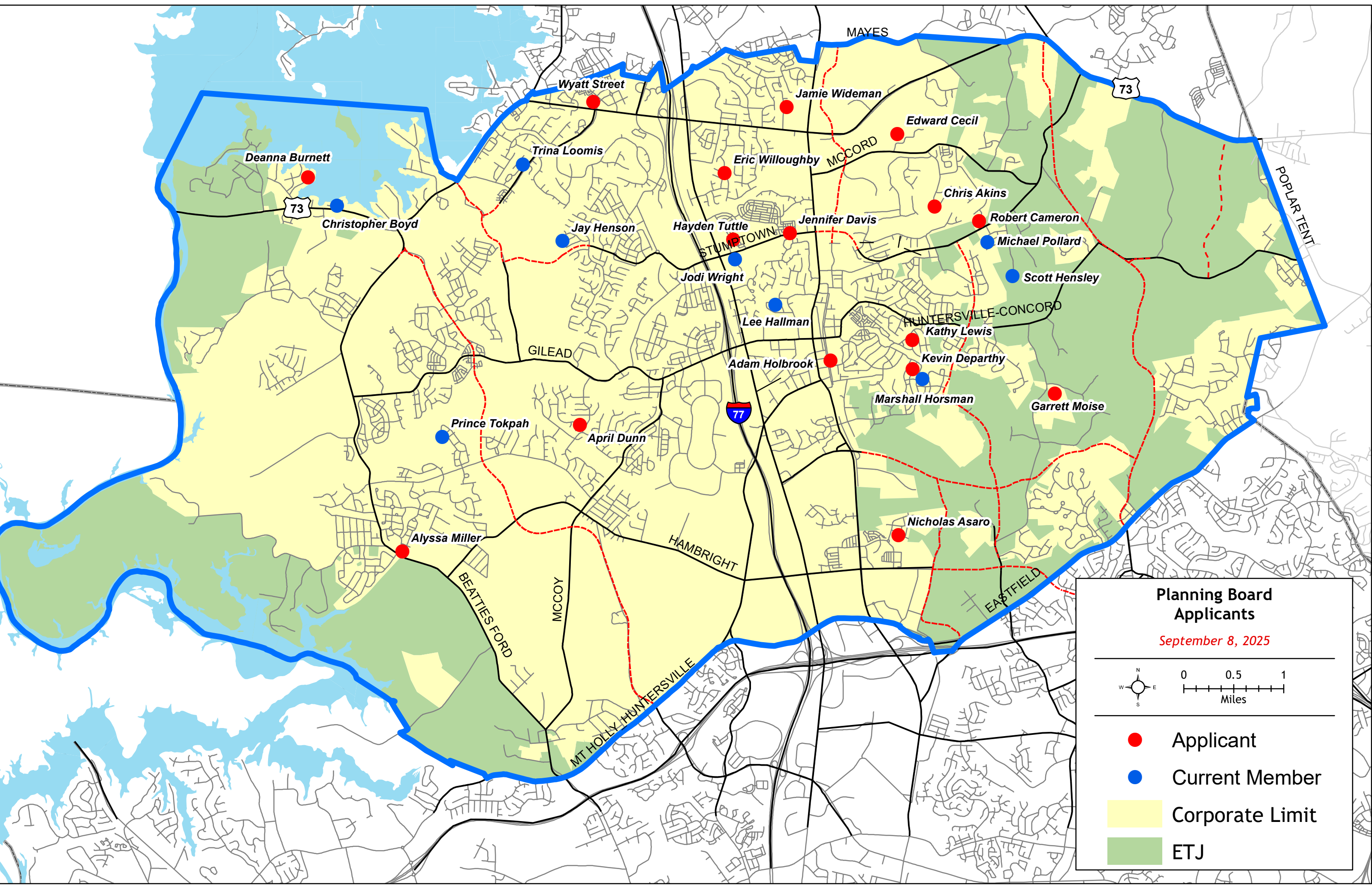
2 APPOINTMENT(S) NEEDED

APPLICANTS (16)

Name	ETJ?	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Tuttle, Hayden	☐	No	8/18/2025	
Wideman, Jamie	☐	No	8/6/2025	
Willoughby, Eric	☐	No	8/18/2025	

* Term expires within 3 months

Monday, September 8, 2025



Print

Advisory Boards & Commissions Application - Submission #21038

Date Submitted: 9/5/2025

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?*

Planning Board ▼

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*

Akins

Street Address (must be in Huntersville)*

15627 Northstone Dr

Is this address in the ETJ?*



No



Yes

Email Address*

chrisakins01@mac.com

Phone Number*

7039153717

Occupation

Construction Owners Representative

Place of Employment

Storey Program Management

Approx. hours you could dedicate to this Board/Commission (per month)*

10

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

None

Business and Civic Experience related to this Advisory Board or Commission

Have worked in the commercial construction industry for 18 years, 10 in the Charlotte market. Current role as an owners rep involves the complete project life cycle from the due diligence process all the way through occupancy/completion.

Areas of Expertise, Interests and Skills

Construction Project Management. Knowledge of all elements of the construction/real estate development process. Multi-Tasker. Decision Making.

Education

St Lawrence University. Canton NY. BA. Boston University. Boston MA. MFA.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Last fall spent a lot of time working with Operation BBQ Relief following Helene. Preparing thousands of meals that were provided to the community. Have participated in various volunteer efforts throughout the Charlotte area related to my current industry.

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?

Huntersville has grown significantly in the time I have been here and growth will continue. My vision for the next 10 to 15 years will be how to keep that growth going but making sure that growth is well thought out and

Next 10 to 15 years will be how to keep that growth going but making sure that growth is well thought out and planned to allow for manageable growth. It's also important to ensure there is proper communication to the community on that growth and those projects to show transparency and allow proper feedback. It's nice that we have that small town feel but yet are so close to a major city. I think that's why a lot of us choose to live here. It's important to keep that in mind while weighing the future development.

What obstacles do you see to achieving this vision?

Infrastructure appears to be a major challenge at the moment. As more people are moving here with more housing developments/etc it definitely appears to be taxing the infrastructure. Traffic/congestion has definitely increased over the last few years. Balancing the current infrastructure and/or ensuring the development includes additional infrastructure will be key to the success of future development.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

Problems that I perceive goes along with my comment above on obstacles as it relates to traffic/infrastructure. Living on the east side of 77 the traffic volume on 21/115 and around Birkdale has increased in my time here. That has to be kept in mind when looking at new projects for places like Birkdale (new office space/hotel/etc). I think it's important that the identity of the area and the true impact on adjacent communities is kept in mind when considering projects. I was always a bit perplexed when the large industrial project was approved on McCord road at the old lumber factory. That project hasn't really progressed over there but if/when it does go it will have a major impact on the adjacent communities. I think the identity and what is appropriate for Huntersville is housing, retail, commercial, and office type projects. The industrial type projects need to be very carefully thought out.

Electronic Signature Agreement

By adding my name to the "Electronic Signatures" list, I hereby agree and acknowledge that:

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*

Chris Akins

Signature Date*

9/5/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20944

Date Submitted: 8/26/2025

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?*

Planning Board ▼

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*

Nicholas

Last Name*

Asaro

Street Address (must be in Huntersville)*

12630 Chantrey Way

Is this address in the ETJ?*



No



Yes

Email Address*

nick.asaro@yahoo.com

Phone Number*

704-723-1698

Occupation

Associate Vice President, Utility Coordination
Practice Lead

Place of Employment

Johnson, Mirmiran, Thompson, Inc (JMT)

Approx. hours you could dedicate to this Board/Commission (per month)*

8-10

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

None

Business and Civic Experience related to this Advisory Board or Commission

My business experience is the following: I am a Licensed Prof. Land Survey in PA and NC; I have a Real Estate Brokers Lic. in NC, and have been working with engineering consulting firms since 1986. I have experience in presenting plans to Zoning Hearing Boards. I have negotiated real estate settlements for NCDOT and have presented roadway construction plans to public forums.

Areas of Expertise, Interests and Skills

Expertise: My area of expertise is as mentioned above. My working knowledge of property for retail, commercial, or residential use allows me to utilize my experience to offer advice. I have expertise in budgets for larger projects (mostly roadway), and have worked with Huntersville as a sub to some of the pre-qualified PEF's used. Areas of interests are safe areas for running, walking, and cycling. Greenway extensions, or sidewalk access for community use are needed so all can safely engage in outdoor use. I have used the roadways and greenways myself many times, and can say we need more of them. Skills: I am very comfortable speaking with people. I have discussed complicated utility issues with contractors and home owners. I have ability to use most of the MS 360 platform.

Education

Associate Degree, CPCC, Sustainability;

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Trail clean up and tree planting (Charlotte), Carolina Raptor Center, Latta Plantation; World Cleanup Day(Charlotte)

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?

Huntersville is growing rapidly, so planning is critical. What is the ultimate vision of Huntersville? More recreation space connected by green ways, better traffic planning in concert with the various DOT's, safer sidewalk areas, understanding the demographic and diversity of new folks moving to Huntersville, construction costs and available property. These are all some of the contributing factors that will shape how Huntersville is able to grow strategically over the next decade.

What obstacles do you see to achieving this vision?

The likely obstacle is budget. With rising costs of construction and property acquisition, this will slow the process for community improvements

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

The challenges are trying to determine if Huntersville is growing and improving at a rate that considers the impact to existing or new residents. How are these changes impacting emergency services ability to serve the residents and commercial properties? Traffic is always a concern too.

Electronic Signature Agreement

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

1. I am a resident of the Town of Huntersville, North Carolina.

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*

Nicholas V. Asaro

Signature Date*

8/26/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #21037

Date Submitted: 9/5/2025

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?*

Planning Board ▼

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*

Deanna

Last Name*

Burnett

Street Address (must be in Huntersville)*

14027 Clarendon Point Ct, Huntersville, NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

DKBurnett@proton.me

Phone Number*

803-315-8072

Occupation

CEO

Place of Employment

Burnett Motorsports

Approx. hours you could dedicate to this Board/Commission (per month)*

8-10

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

None at this time. However, I am eager to become engaged and contribute to the town through active service.

Business and Civic Experience related to this Advisory Board or Commission

I bring a diverse business background with experience in marketing, sales, and project management. I am actively involved throughout the community and the Lake Norman area, contributing my time and energy to local initiatives. My educational journey has provided a strong foundation for leadership and problem-solving, and I continue to build on that through mentorship with The Policy Circle, which has enhanced my understanding of civic engagement and policy. Additionally, I have political experience working with the South Carolina State Senate, giving me insight into legislative processes and government operations that I can bring to this advisory board.

Areas of Expertise, Interests and Skills

Areas of Expertise: Marketing, sales, project management, leadership, civic engagement, and understanding of legislative processes through political experience with the South Carolina State Senate. Areas of Interest: Strengthening the Lake Norman community, supporting local initiatives, exploring new ideas and experiences, and fostering meaningful conversations. Skills: Strategic planning, community outreach, relationship-building, collaboration, problem-solving, and mentoring through programs like The Policy Circle.

Education

• Bachelor of Science in Business Administration, Marketing – The Darla Moore School of Business, University of South Carolina • Associate's Degree in Business Marketing – Midlands Technical College

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

I have actively participated in a variety of community service initiatives, including volunteering with Angels and Sparrows and organizing and volunteering with Carolina Adoption Services. I support Motor Racing Outreach and have organized fundraisers for the NASCAR Hall of Fame Foundation. Through these experiences, I have contributed to both local and broader community efforts, gaining insight into effective volunteer coordination, fundraising, and community engagement.

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?

My vision for Huntersville over the next 10–15 years is a thriving, connected, and inclusive community that balances growth with quality of life. I see Huntersville continuing to develop as a hub for business, recreation, and family-friendly living while preserving its natural beauty and community character. Key factors shaping this growth will include thoughtful urban planning, investment in infrastructure and transportation, support for local businesses and education, and engagement with residents to ensure that growth aligns with community values. I hope to contribute to fostering collaboration and innovative solutions that enhance both opportunity and livability for all residents.

What obstacles do you see to achieving this vision?

Achieving this vision may face challenges such as managing rapid population growth while maintaining the town's character, balancing development with environmental preservation, and ensuring infrastructure keeps pace with community needs. Additionally, fostering consensus among diverse stakeholders and securing resources for projects can be complex. Overcoming these obstacles will require proactive planning, transparent communication, and collaboration between town leadership, residents, and local organizations.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

With rapid development in Huntersville and the surrounding area, it's important to balance growth with preserving the town's unique character. One area I see opportunity for improvement is downtown Huntersville. It's a charming area with incredible potential, and a revitalization effort could be highly beneficial. Currently, some storefronts have closed or changed, and parts of the downtown feel a bit run down. A thoughtful face-lift and investment in local businesses could strengthen community pride, attract visitors, and enhance the town's overall vibrancy while maintaining its historic charm.

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*

Deanna K. Burnett

Signature Date*

9/5/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20850

Date Submitted: 8/17/2025

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?*

Planning Board ▼

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*

Robert

Last Name*

Cameron

Street Address (must be in Huntersville)*

13645 Cotesworth Court

Is this address in the ETJ?*



No



Yes

Email Address*

rhcameron11@icloud.com

Phone Number*

9802139880

Occupation

Attorney

Place of Employment

Approx. hours you could dedicate to this Board/Commission (per month)*

20

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

Past Member, Huntersville Planning Board

Areas of Expertise, Interests and Skills

Legal, Expertise in commercial contracts

Education

George Washington University Law School (J.D.1997) Duke University (B.A. 1991)

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

See above. Also Past Member, Rotary Club of Huntersville-Lake Norman

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?

As the population continues to grow, the decaying and inadequate road infrastructure is an increasing challenge, and in the next 10 to 15 years, my hope is that the town will find greater stature in Raleigh through the work of its representatives, such that the state can be persuaded to reprioritize road projects to address

the traffic problems of the Lake Norman towns soon. Until the Red Line is built, the only viable option for our residents to commute remains by car. Furthermore, the town needs to continue to attract both small and large businesses that may bring jobs and other economic activity. Huntersville's failure to pave the way for these businesses will only lead to another town's benefit. This may lead to the need to rezone or repurpose certain properties - giving rise to obstacles (set forth below).

What obstacles do you see to achieving this vision?

Over the years I have observed a persistent significant measure of opposition on the part of long time residents of Huntersville to any proposed development impacting their community. This has led to a great deal of friction at Board Meetings and even intimidation of Commissioners. My thought is that the Planning Board can help bridge the gap and make sure both sides feel that they have been heard.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

I applaud development efforts that have stepped up concerning our downtown with the approval of the Board. It has been a part of the long range plan for Huntersville for over a decade to facilitate these efforts. I have noted the potential to build mixed retail, commercial and residential buildings on Gilead Road with attention to providing for sidewalks, connectivity and parking options. I have long thought that it is appropriate for Huntersville given its growing population to have an option for shopping and relaxing outside of Birkdale and east of I-77.

Electronic Signature Agreement

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

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Robert H. Cameron

Signature Date*

8/17/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20887

Date Submitted: 8/20/2025

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?*

Planning Board ▼

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*

Edward

Last Name*

Cecil

Street Address (must be in Huntersville)*

16435 Cobble View Lane Huntersville, NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

ewcecillaw@aol.com

Phone Number*

415-531-6475

Occupation

Attorney at Law

Place of Employment

Retired

Approx. hours you could dedicate to this Board/Commission (per month)*

all hours as needed

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

Member and Chair of Huntersville Board of Adjustments. Attorney at Law, 50 years, retired (Corporate, Insurance/Self-insured, and medical-legal Defense). Chair Police and Advisory Board and Police Commissioner. Took Huntersville 101.

Areas of Expertise, Interests and Skills

Legal. Attorney since February 2022, 3 years in major law firm as trial attorney and administrative associate; then own law office as trial attorney. Judge Pro Tem. Assited California Governer Arnold Schwarzenegger rewrite State Law that needed revisions. Law Enforcement. Taught Law and Bar Review Courses. Worked with FBI as to political corruption and sex trafficking. Represented over 50 insurance companies, the Insuranc Commissioner of California, and multiple self-insured including all divisions Con Agra Brands, George Luca and Lucas Films, Warner Brothers Films, to name a few, 18 independent school districts. In addition to state license, am also licensed and member of multiple US District Courts of Appeal, and the 9th, 6th and 4th US Circuit Courts of Appeals, and the United States Supreme Court. Have litigated over 2,000 cases, negotiated settlements and have never lost a case at trial or on appeal (including two in North Carolina admitted pro hac vice).

Education

BA Political Science and Pre-Law, Juris Doctor Law, continuing education law. Police, Sherriff, FBI courses and citizen academies.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Member and Chair Huntersville Board of Adjustments. Police Advisory and Review Board Chair and Police Commissioner. Rotary International (club and District leadership). Crime stoppers Board Directors. Mothers Against Drunk Driving Attorney (pro bono). Attorney for 18 independent School Districts. Presenter Police Citizen Academy. FBI Alumni. Recently asked by the University of California San Diego to serve a Mock Trial

Judge. Pro bono work for HOA in Florida to investigate and prepare rules as to Emotional Support Animals, review Rules and By-Laws to correct errors made by attorney who prepared.

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?

Becoming a safe, thriving, vibrant community with reasonable growth and concern for residents as well as business growth. Factors: transportation; roads; environment; community leadership; regional rule; business (domestic and foreign); residential and business land use; central/downtown district; community service.

What obstacles do you see to achieving this vision?

Concerned with too rapid growth and expansion, resulting in increase in and worsening of traffic congestion.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

Everything indicated above as to vision and factors to shape the growth need to be taken into consideration and done in a logical, systematic, paced manner to benefit the residents and the town.

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*

Edward Cecil

Signature Date*

8/20/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20935

Date Submitted: 8/26/2025

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?*

Planning Board ▼

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*

Jennifer

Last Name*

Davis

Street Address (must be in Huntersville)*

13602 Stumptown Rd.

Is this address in the ETJ?*



No



Yes

Email Address*

jenniferdavis078@gmail.com

Phone Number*

7049189357

Occupation

Commercial Sales Manager

Place of Employment

LX Hausys

Approx. hours you could dedicate to this Board/Commission (per month)*

10

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Not currently serving on any boards

Business and Civic Experience related to this Advisory Board or Commission

Served on the Huntersville Planning Board from May 2014-December 2020.

Areas of Expertise, Interests and Skills

I currently work in the construction industry and more importantly I worked on the current Huntersville 2040 plan, understand zoning rules of Huntersville and comfortable making decisions on behalf of my neighbors.

Education

Interior Design

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Past Planning Board Member

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?

My vision for Huntersville is to maintain the small town charm while offering amenities for families to thrive. Our biggest challenge will be the continued population growth and lack of infrastructure.

What obstacles do you see to achieving this vision?

North Carolina General Assembly. Planning staff continues to balance North Carolina state laws and working with Developers to achieve this vision. I trust in staffs ability and would be honored to represent my community on the planning board.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

Huntersville has been home for 24 years and Downtown and all of 115 continues to be a challenge. Over the last 5 years I've seen significant improvements including the removal of cashions gas station. Town hall is another addition that will continue the "updating" that is needed on 115, although I didn't support this project it is a nice addition for Huntersville. During my time in the board I worked hard to understand zoning and always came prepared. My quick departure from the board was necessary but regrettable that I did not complete my term. I would like an opportunity to return and complete my term if the current board will have me.

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*

Jennifer Davis

Signature Date*

8/26/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20644

Date Submitted: 7/25/2025

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?*

Planning Board ▼

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*

Kevin

Last Name*

Departhy

Street Address (must be in Huntersville)*

12426 ES Draper Drive

Is this address in the ETJ?*



No



Yes

Email Address*

kdeparthy@gmail.com

Phone Number*

4014746553

Occupation

Engineer

Place of Employment

ESi

Approx. hours you could dedicate to this Board/Commission (per month)*

15-30

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

None

Business and Civic Experience related to this Advisory Board or Commission

Huntersville 101, early childhood school board member

Areas of Expertise, Interests and Skills

Civil/site design, construction, general business

Education

Bachelors in Engineering and Physics

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

I have volunteered as a school board member at an early childhood education facility. I've been on other committees that have performed general community service. For example, volunteering at Salvation Army stores, and food banks.

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?

To see the community grow within the vision of the 2040 plan.

What obstacles do you see to achieving this vision?

Development in Huntersville is inevitable. Let's curate what this development looks like so that there is a mix for all citizens of the area.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

With growth, comes opportunities for developers. Let's ensure development stays within the 2040 parameters.

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*

Karin Denehy

Signature Date*

Kevin Departhy

7/25/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20732

Date Submitted: 8/4/2025

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?*

Planning Board ▼

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*

April

Last Name*

Dunn

Street Address (must be in Huntersville)*

12530 Pecan Hill Court, Huntersville, NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

aprilkdunn@yahoo.com

Phone Number*

8645679583

Occupation

Director of Finance

Place of Employment

North Carolina Youth Orchestra

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

Huntersville Public Art Commission (2018-2023) Huntersville 101 graduate

Areas of Expertise, Interests and Skills

Accounting, Art History, Classical Music, Youth Music Programs, bike riding on the greenways.

Education

Bachelor of Science in Accounting Minor in Rhetoric and Public address Certified Public Accountant

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Huntersville 101 graduate Huntersville Public Art Commission (2018-2023) Full-time volunteer with non-profit (North Carolina Youth Orchestra) Volunteer with local mayoral and commissioner elections

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?

I would like to see carefully planned development in Huntersville that incorporates not only future planning but past planning approvals that have yet to be developed. I would love to continue to see more opportunities for non-automobile modes of transportation via greenways and sidewalks.

What obstacles do you see to achieving this vision?

Online voices who stir up people without giving viable solutions.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

The greenway development has been a game-changer. The idea of non-automobile accessibility keeps the "small town" feel. One problem I perceive is the lack of community understanding that some of the current development was approved quite a long time ago.

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*

Signature Date*

April Dunn

8/4/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20871

Date Submitted: 8/19/2025

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?*

Planning Board ▼

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*

Adam

Last Name*

Holbrook

Street Address (must be in Huntersville)*

143 S Church St

Is this address in the ETJ?*



No



Yes

Email Address*

Holbrook87@gmail.com

Phone Number*

7046098526

Occupation

Contractor

Place of Employment

Self

Approx. hours you could dedicate to this Board/Commission (per month)*

24

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

Home remodeled for 20 years. Contractor remodeling commercial properties for past 7 years. Business owner of Huntersville Ice Cream Shop in Downtown Huntersville. Family has resided in Huntersville longer than it's been called Huntersville.

Areas of Expertise, Interests and Skills

Long term planning, understanding the big picture and making sure things dont get missed or done out of order.

Education

Some College

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Scout Leader, sports sponsorships, community fundraisers.

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?

Understanding the impact of the red line coming thru Huntersville and the explosion of construction and progress that will come with it.

What obstacles do you see to achieving this vision?

Compromising ideals to most benefit the community.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

Blending old with new. The trend is to tear down and rebuild. However even the new construction has very little character to add to the personality of our town.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Adam Holbrook

Signature Date*

Adam Holdbrook

8/19/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20903

Date Submitted: 8/22/2025

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?*

Planning Board ▼

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*

Kathy

Last Name*

Lewis

Street Address (must be in Huntersville)*

12917 BLAKEMORE AVE

Is this address in the ETJ?*



No



Yes

Email Address*

kathylewis01@gmail.com

Phone Number*

8034809342

Occupation

Project Manager

Place of Employment

Keller Technology Corp in Huntersville

Approx. hours you could dedicate to this Board/Commission (per month)*

As needed

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Parks and Rec commissioner and my term expires at the end of this year

Business and Civic Experience related to this Advisory Board or Commission

I am a project manager that has worked on large industrial construction projects.

Areas of Expertise, Interests and Skills

I am also an electrical engineer and have been a town resident for 11 years

Education

Bachelor of Science in Electrical Engineering and a Master's in Business Administration

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

I have served two terms on the Huntersville Parks and Recreation commission and was the chair of that commission for two years

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?

We need to be industry friendly in order to broaden our tax base beyond homeowners and we need to manage growth in accordance with the 2040 plan

What obstacles do you see to achieving this vision?

Huntersville is a popular area and growth can be difficult to manage well

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

One of the best features of Huntersville is the requirement to place the front of buildings on a public road.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Kathy Kewis

Signature Date*

8/22/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20992

Date Submitted: 9/1/2025

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?*

Planning Board ▼

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*

Alyssa

Last Name*

Miller

Street Address (must be in Huntersville)*

11733 Windy Mist Way

Is this address in the ETJ?*



No



Yes

Email Address*

alyssamil26@gmail.com

Phone Number*

4026605809

Occupation

Senior Business Analyst

Place of Employment

National Indemnity Company

Approx. hours you could dedicate to this Board/Commission (per month)*

20

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

Junior League Vice Chair of DEI, Junior Chair of DEI, Junior league Committee of Public Partnerships committee member

Areas of Expertise, Interests and Skills

Facilitation, Research, Information Organization and Communication, Diagramming, Project Management, Negotiation

Education

Bachelor of Science Degree in Biology - UNL Currently Attending a MBA program at UNO

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Huntersville 101 Junior League Vice Chair of DEI Junior League Chair of DEI Junior league Committee of Public Partnerships committee member

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?

My vision for Huntersville would be to see it grow while maintaining its unique characteristics and sense of community. I would want to expand on its goals of safe neighborhoods, safe transport, vibrant greenspaces, preservation of community history, and high quality community programming. I would want to incorporate the

needs the community is communicating in my vision and make sense the planning boards goal reflect the needs of the people it represents. The factors that will shape community growth will likely include regional population growth, transportation infrastructure needs, economic growth and diversification, sustainability, and continued community engagement.

What obstacles do you see to achieving this vision?

I think the biggest obstacles will be scaling infrastructure in the community to match growth rates while still finding resources for high quality community engagement.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

The main obstacle to achieving this vision is growth outpacing infrastructure. There are many elements that go into building a great community with an excellent quality of life and I think its realistic to expect that the growth will stress all of them.

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,
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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Alyssa Miller

Signature Date*

9/1/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20727

Date Submitted: 8/4/2025

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?*

Planning Board ▼

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*

Garrett

Last Name*

Moise

Street Address (must be in Huntersville)*

12036 Rowan Hill Drive

Is this address in the ETJ?*



No



Yes

Email Address*

garrett.moise@gmail.com

Phone Number*

5053531233

Occupation

Director, Land Banking

Place of Employment

LCG

Approx. hours you could dedicate to this Board/Commission (per month)*

15

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

None

Business and Civic Experience related to this Advisory Board or Commission

I currently serve as Director of a national program providing financing for homebuilder developments. Previously, I was Corporate Vice President of Land for a major private homebuilder, overseeing land development budgets, schedules, and process improvement initiatives across six Southeastern markets, including the Charlotte region. Previous to that, I led the due diligence and planning underwriting team at a national land banking platform, underwriting over \$10 billion in residential land acquisitions with a focus on entitlement review, zoning analysis, site development feasibility, and municipal coordination. I have extensive experience working with planning documents, development agreements, and infrastructure planning, and I regularly collaborate with engineers, legal counsel, and municipal staff to ensure projects align with local regulations and long-term growth objectives. I’m committed to responsible development that balances housing needs with infrastructure capacity and community impact.

Areas of Expertise, Interests and Skills

I bring expertise in finance, banking, land development, project management, and due diligence, with a focus on aligning residential growth with infrastructure and long-term planning goals. I’ve worked extensively with zoning, permitting, and site development in both public-private and private-sector contexts, and I’m passionate about responsible growth that balances housing demand with community character. I’m also highly collaborative, working regularly with engineers, municipal staff, and legal teams to move complex development projects forward. Personally, I’m an avid Charlotte FC supporter and love being active in the local community — my family and I frequently visit the Huntersville Growers Market and enjoy spending time at the town’s local breweries and parks.

Education

Master of Business Administration (MBA) – Rollins College, Winter Park, FL Bachelor of Science in Geography – University of New Mexico Emphasis in Land Use Planning and Economic Development

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Housing Development Committee Member, HomeAid – Orlando, FL Contributed to planning and oversight of housing initiatives for individuals experiencing homelessness. Mentor for Disadvantaged High School Students Provided guidance on college preparation and career planning through mentorship programs. Volunteer, Women and Children's Shelters Assisted with support services and community outreach at local shelters.

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?

My vision for Huntersville is a community that grows thoughtfully—bringing in high-quality development and amenities that serve families, enhance quality of life, and preserve the town's character. I hope to see continued investment in parks, walkability, and vibrant local businesses, particularly in revitalizing and enhancing downtown Huntersville. I believe our growth should be paired with improvements in public safety, infrastructure, and government efficiency, ensuring that residents feel both supported and heard. As the region expands, Huntersville has a unique opportunity to lead with smart planning and community-centered decision-making.

What obstacles do you see to achieving this vision?

One of the biggest challenges will be managing rapid population growth while maintaining Huntersville's small-town feel and quality of life. Infrastructure—especially roads, schools, and utilities—will need to keep pace with development to avoid strain on services and resident frustration. Funding and prioritization of public projects, such as downtown improvements, can also be difficult in a competitive budget environment. Additionally, navigating differing opinions on growth and land use among residents, developers, and local government will require strong communication and consensus-building to ensure balanced, community-driven outcomes.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

As Huntersville grows, I see three key challenges that we must proactively address. First, traffic congestion is becoming more common, especially during peak hours and along major corridors. New development should

be paired with improvements to road capacity, connectivity, and alternative transportation options. Second, we need to raise the bar on design standards, ensuring that new projects enhance the visual appeal and longterm functionality of our town—not just fill space. Finally, housing affordability is an increasing concern. We need to make room for a range of housing options so that teachers, first responders, young families, and lifelong residents can all afford to live here. At the same time, I believe Huntersville has the opportunity to lead with smart, balanced growth that respects its unique character and strengthens our sense of community.

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,
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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Garrett Moise

Signature Date*

8/4/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #21045

Date Submitted: 9/5/2025

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?*

Planning Board ▼

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*

Wyatt

Last Name*

Street

Street Address (must be in Huntersville)*

8544 Townley Road, Apt 2K, Huntersville, NC 28078

Is this address in the ETJ?*



No



Yes

Email Address*

wstreet@northstatedevelopment.com

Phone Number*

919-757-3203

Occupation

Real Estate Development Manager

Place of Employment

North State Development

Approx. hours you could dedicate to this Board/Commission (per month)*

15-20

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

Over the past four years with North State Development, a local real estate development firm, I have been directly involved in several projects within Huntersville, including Holbrook at Town Center, Sam Furr Road Multifamily, and Maxwell Townhomes. These experiences have given me extensive knowledge of Huntersville's planning and engineering processes and allowed me to work closely with town staff to deliver developments that enhance the community. In addition to my professional background, I recently completed the Huntersville 101 program, which deepened my understanding of how the town's departments collaborate to manage growth and maintain quality of life. This combination of hands-on project experience and civic education equips me to contribute meaningfully and responsibly as a member of the Planning Board.

Areas of Expertise, Interests and Skills

Expertise: Real Estate Development Construction Management Site Feasibility Analysis Site Planning Skills: Financial Modeling and Underwriting Microsoft Word, Excel, Powerpoint, etc Bluebeam Revu PDF Editing Interests: Civil Engineering Erosion Control Public Works Urban Planning

Education

Master of Science in Real Estate from UNC Charlotte (May 2023) Bachelor of Science in Construction Management (May 2021)

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

For several years I have been a volunteer at Angels and Sparrows helping as a server, cleaner, and grocery attendant.

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?

With Huntersville being in such close proximity to a metropolitan city like Charlotte that is experiencing substantial financial and population increase, growth for the town is inevitable. Some people do not want to see the growth but I think it is an opportunity that the town should take advantage of and make sure the growth occurs properly because this will shape the outlook of Huntersville 10, 20, 30, maybe even 50 years from now. I would like to see Huntersville continue it's growth while making sure to follow the guidance that the 2040 plan provides. I would like to see the proper transportation improvements made to help the flow of transit through the town. Additionally, I would really like to see the public parks and greenways continue to expand and provide areas of recreation activities for it's citizens. I think the biggest factors that will shape the growth of Huntersville will be the Board of Commissioners who ultimately make decisions during their hearings, all the advisory boards and their guidance they provide to the commissioners, the town staff and all the hard work they do on a daily basis to maintain and grow the town, and lastly the citizens who are imperative on providing their input on what they desire for the town.

What obstacles do you see to achieving this vision?

The obstacles I see are mainly a lack of interest in developing/growing Huntersville from both the private and public sectors. Without the desire to grow from those entities, this will make it hard for the town to grow on it's own.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

I think getting a handle on transportation improvements is huge with the growth the town has experienced and will hopefully continue to experience. Public transportation will be another huge item with the light rail expansion coming through the town. If these two items occur in the proper manner it would allow for healthy growth. Without it, then there is a chance that town's roadways will become a constrictor on the town's growth.

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*

James Wyatt Street

Signature Date*

9/5/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20868

Date Submitted: 8/18/2025

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?*

Planning Board ▼

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*

Hayden

Last Name*

Tuttle

Street Address (must be in Huntersville)*

15316 Barnsbury Dr

Is this address in the ETJ?*



No



Yes

Email Address*

tut4567@yahoo.com

Phone Number*

7047473580

Occupation

Sales Enablement Manager and Business Development

Place of Employment

Conterra Networks

Approx. hours you could dedicate to this Board/Commission (per month)*

20

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

n/a

Business and Civic Experience related to this Advisory Board or Commission

non

Areas of Expertise, Interests and Skills

working as part of a team, Huntersville resident for 16 years (NC all my life), avid runner and tennis player.

Education

Bachelor of Arts, UNC-Chapel Hill

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

none

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?

Huntersville will continue to expand exponentially over the next 10-15 years. Our farms will continue turning into large neighborhoods. Apartments will continue to be crammed in to any and all spaces. This is a positive thing but it is imperative we plan appropriately especially when it comes to resources and roads. We need to

get 73, 115, and 21 expanded to 4 lanes as soon possible. We also need more retail, restaurants to compete with Birkdale. People want alternatives to the crazy turmoil of Birkdale or having to drive to Davidson for a good meal and evening activities. We need more tennis courts (selfish) and more sidewalks for everyone to access the greenways. People are drawn to a town with a lot going on. We need to continue improving our parks and rec as well.

What obstacles do you see to achieving this vision?

As always, budget will be a the major problem. But we have mechanisms to accomplish the budget hurdle... bonds, etc. But we have to hit up Raleigh to start allowing us to tax developers!!!

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

We are a fantastic community but we have a long way to go. It's tough to manage that exponential growth while being mindful of the impact on existing town businesses and residents. We have to ask ourselves... WHY do we want to grow? WHY are people moving here? What do we want to leave for our kids and grandkids? I'm ready to revitalize downtown as soon as possible. It has so much potential and can be a huge attractor for folks.

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*

Hayden Tuttle

Signature Date*

8/18/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20741

Date Submitted: 8/6/2025

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?*

Planning Board ▼

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*

Jamie

Last Name*

Wideman

Street Address (must be in Huntersville)*

17008 Knoxwood Drive

Is this address in the ETJ?*



No



Yes

Email Address*

jamielwideman@gmail.com

Phone Number*

9807219981

Occupation

Accounting and Procurement Manager

Place of Employment

Peter-Lacke USA LLC

Approx. hours you could dedicate to this Board/Commission (per month)*

10

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

None

Business and Civic Experience related to this Advisory Board or Commission

I have spent several years engrossed in all things Huntersville, gaining knowledge and making connections through the community with residents, business owners, and community leaders hearing their concerns, etc. I served as the President of the Olde Huntersville Historic Society for one term, and am currently serving a term as Vice President through June 2026. I have a background in home building/construction (1999 - 2009) and manufacturing (2016 - present), and my husband is a local small business owner, so I have a firm grasp on all areas our ordinances impact. I currently serve as Accounting and Procurement Manager for the US Division of Peter-Lacke USA (Michigan based), previously serving as the Accounting and Human Resources Manager from April 2016 - October 2023. I can communicate effectively with all members of our business, regardless of their position within the company. LinkedIn - <https://www.linkedin.com/in/jamielwideman/>

Areas of Expertise, Interests and Skills

As mentioned above, I have a background in both home building/construction and manufacturing. My primary focus is accounting and finance. I am a life-long learner and hoarder of random information. I enjoy the challenge and knowledge gained through research, reading, and conversations. I enjoy surrounding myself with diverse groups of people and ideas.

Education

High School Graduation, Some College. I entered the full-time work force at the age of 18. I am currently enrolled at CPCC, completing a AAS in Accounting, which I will complete in Spring 2026.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Volunteer at Charlotte Humane Society - Late 90s Group Moderator, Charitable Events Manager, and Director of HR for The Mommies Network (national 501c3) from 2007 - 2011 Animal Care Volunteer / Fundraising Committee Member - Humane Society of Genesee County (Michigan) January 2019 - October 2020. Transport Volunteer - Carolina Waterfowl Rescue 2022 - current President - Olde Huntersville Historic Society

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?

I truly hope we, as a Town, start making decisions guided by the residents that currently live in and love living in Huntersville. Growth is going to happen, and growth can be good, but it should not be at the expense of the quality of life of current residents. Growth needs to be focused on improving quality of life, adding services and amenities that are needed, and not on the long-held dream that we might one day have rapid transit. We need to set our eyes on truly invigorating our downtown, which includes things like parks and greenways, sidewalk connectivity, retail development, and making downtown Huntersville a competitive option for small businesses. Our zoning regulations and re-zoning request approved by the Town Board will have the biggest impact on what growth looks like in the next 10 to 15 years.

What obstacles do you see to achieving this vision?

Our biggest obstacles will be maintaining a budget that allows for our tax base to cover it, without inordinate development or massive property tax increases. Land use will be critical.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

TOD zoning should not exist. We do not have, nor do we expect to have, a true rapid transit system in place in Huntersville anytime in the near future, and we should not be allowing developing today that will impact infrastructure that does not yet exist.

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*

Jamie L Wideman

Signature Date*

8/6/2025

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #20862

Date Submitted: 8/18/2025

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?*

Planning Board ▼

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*

Eric

Last Name*

Willoughby

Street Address (must be in Huntersville)*

10201 Tallent Lane

Is this address in the ETJ?*



No



Yes

Email Address*

ericmark.willoughby@gmail.com

Phone Number*

3363919882

Occupation

Student

Place of Employment

UNC Charlotte

Approx. hours you could dedicate to this Board/Commission (per month)*

10-15

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

None

Business and Civic Experience related to this Advisory Board or Commission

Extensive experience in both local and state politics, with a strong understanding of how policy decisions directly affect land use, zoning, and community growth. Regular attendee of Huntersville Town Hall meetings, with firsthand knowledge of how planning, zoning, and development issues are debated and decided. Bring a fresh perspective as one of the few under 25 actively engaged in civic life, offering generational insight on growth, housing, and long-term community needs. Skilled in community outreach and political communication, with the ability to connect developers, residents, and elected officials in constructive dialogue. Passionate about responsible growth that balances economic development with preserving the character of Huntersville, ensuring that new projects strengthen the community. Committed to fostering civic engagement and encouraging younger residents to take an active role in shaping the future of the town.

Areas of Expertise, Interests and Skills

Public Policy: Strong understanding of how local and state government policy decisions impact land use, zoning, and long-term community/economic growth. Housing Affordability: Committed to exploring strategies that balance development with accessibility, ensuring Huntersville remains livable for residents across ALL income levels. Public Transit & Infrastructure: Advocate for expanded, affordable, and improved transit options to support Huntersville's rapid growth and reduce traffic congestion. Community Engagement: Skilled at fostering dialogue between residents, developers, and elected officials to build consensus on planning issues. Generational Perspective: Bring fresh insight as a younger civic participant, with a focus on sustainable planning that meets both present and future needs of Huntersville.

Education

Graduated from W.A. Hough High School in 2024 and am currently pursuing double majors in Political Science and Public Administration at UNC Charlotte.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

I have been an active volunteer with Angels and Sparrows, supporting their mission to provide meals and resources to individuals and families in need. This work has given me meaningful insight into the challenges facing many residents in our community, particularly around issues of economic hardship and housing insecurity. In addition, I am extensively involved in the local Democratic Party, where I engage in civic outreach, voter education, and community organizing. These experiences have strengthened my commitment to public service and deepened my understanding of the diverse needs and perspectives within Huntersville.

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?

My vision for Huntersville over the next 10 to 15 years is a community that balances growth with affordability, sustainability, and quality of life. I believe Huntersville should strive to be a town where families of all income levels can find housing, where growth supports—not strains—our infrastructure, and where thoughtful planning preserves the unique character of the community. The factors that will most shape our growth include population expansion in the Charlotte metro region, rising housing costs, and increasing traffic congestion. How we respond to these challenges, whether through zoning policy, investments in public transit, and creative approaches to housing affordability, will define the town's future. If we plan proactively, Huntersville can become a model for smart, inclusive growth that serves both current residents and future generations.

What obstacles do you see to achieving this vision?

One of the greatest obstacles to achieving this vision will be managing rapid population growth while ensuring that infrastructure keeps pace. Traffic congestion and limited public transit options already strain residents, and without forward-looking investment, these challenges will worsen. Another key obstacle is housing affordability—as demand for housing increases, rising costs may price out many families unless the town adopts policies that encourage diverse and attainable housing options. Additionally, balancing economic development with preserving Huntersville's character will be an ongoing challenge. Growth often brings pressure to expand quickly, but without careful planning and strong community engagement, the town risks losing the qualities that make it unique. Finally, building consensus among residents, developers, and elected officials can be difficult, yet it is essential for implementing long-term, sustainable solutions. Overcoming these obstacles will require thoughtful leadership, community input, and a commitment to inclusive decision-making.

In its capacity as a quasi-judicial body this Board will act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?



Yes



No

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.

One of the primary challenges I see with Huntersville's rapid development is the strain on infrastructure and transportation systems. Traffic congestion has become a daily concern, and without greater investment in public transit and smart growth strategies, mobility will continue to be a pressing issue. I also see housing affordability as a growing problem. As demand rises, many working families are being priced out, which threatens the inclusivity and diversity of our community. At the same time, I believe Huntersville has unique strengths to build upon. The town's small-town character and sense of community remain defining features, and I would like to see growth patterns that protect that identity while still encouraging thoughtful economic development. Expanding mixed-use development in appropriate areas, while preserving green space and established neighborhoods, can help Huntersville grow in a way that feels intentional and sustainable. In short, my priority is not stopping growth, but guiding it in a way that serves residents today while protecting the character of the town for future generations.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Eric Mark Willoughby

Signature Date*

8/18/2025

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