

Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Alisia Bergsman
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

November 18, 2025 - 6:00 PM

TOWN HALL (101 Huntersville-Concord Road)

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

1. Pre-meeting - None

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)*

6. Public Comments

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve the minutes of the September 2, 2025 Regular Town Board Meeting.
(Janet Pierson)

8.B. Approve the minutes of the September 16, 2025 Regular Town Board Meeting.
(Janet Pierson)

8.C. Approve CRTPO Package submittal and CIP amendment for the Ervin Cook Road (formerly Oliver Hager Road) Extension & roundabout, along with the

Extension of South Birkdale Commons Parkway project. (*Lora Mastrofrancesco*)

- 8.D. Approve On-Call Construction, Engineering & Inspection (CEI) Contracts (*Kevin Fox*)
- 8.E. Adopt Resolution to acquire property necessary for the construction of the Gilead Road West project. (*Stephen Trott*)
- 8.F. Approve the Grant Agreement for the Safe Streets and Roads for All (SS4A) Grant. (*Heather Maloney*)
- 8.G. Approve Memo of Understanding for mutual aid response for Station 3 into Charlotte as well as Charlotte Fire into Huntersville. (*Chief Jim Dotoli*)

9. Public Hearings

- 9.A. Conduct public hearing on Petition #TA25-10, a request by R. Todd Hirschfeld to amend Articles 3.2.3 and 9.18 of the Zoning Ordinance to permit with conditions private helistops in the General Residential zoning designation. (*Becca Prichard*)
- 9.B. Conduct public hearing on Petition #TA25-12, a request by the Town of Huntersville Planning Department to amend Articles 4.9 and 8.16 of the Zoning Ordinance to allow detached garages in any yard on lots over five acres in size. (*Becca Prichard*)
- 9.C. Conduct a public hearing on Petition #TA25-11, a request by Northwood Ravin, to amend Articles 4.9 and 8.16 of the Zoning Ordinance to allow reduced setbacks for some attached garages and modify requirements for mechanical equipment. (*Lauren Speight*)
- 9.D. Conduct a public hearing to abandon a portion of Hagers Road. (*Lora Mastrofrancesco*)

10. Other Business

- 10.A. Consider decision and adopt Order to abandon a portion of Hagers Road. (*Lora Mastrofrancesco*)
- 10.B. Consider appointing a Primary and Alternate member to the Mecklenburg Public Transportation Authority. (*Bobby Williams*)

10.C. Consider appointing one (1) member to the Mecklenburg County Agricultural Advisory Board. *(Bobby Williams)*

10.D. Consider appointing one (1) member to the Environmental Sustainability Committee due to one resignation.

11. Closing Comments

12. Adjourn

General Meeting Information

Town Board:

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

Meeting Time, Place and Agenda:

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

Public Comment and Public Hearing Policy:

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

Special Accommodations:

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



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: September 2, 2025 Regular Town Board Meeting Minutes

EXPLAIN REQUEST:

Approve meeting minutes.

ACTION RECOMMENDED:

Approve minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 090225DraftForBoard

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**September 2, 2025
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

None

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on September 2, 2025

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

Mayor Clark called for a moment of silence in memory of fallen officer Bill Broadway.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS AND PRESENTATIONS

- Mecklenburg County will host an opioid summit on September 15.
- Rosenwald School #2 100th anniversary celebration will be held on September 20.
-

Oath of Office to Police Chief Brian Vaughan. Mayor Clark administered Oath of Office to Police Chief Brian Vaughan.

Patriot Day Proclamation. Mayor Clark proclaimed September 11 as Patriot Day.

A PROCLAMATION FOR PATRIOT DAY

WHEREAS, this 11th of September marks 24 years since the unconscionable attacks of September 11, 2001 claimed nearly 3,000 lives and irrevocably changed our world; and

WHEREAS, every year since, we have observed this somber anniversary as Patriot Day to remember those we lost and honor the courageous first responders and men and women from all walks of life who took action to protect their fellow Americans; and

WHEREAS, as we reflect on these past years, we also commemorate the service members who answered our nation's call in the aftermath of the attacks. We will never forget their sacrifices to protect our cherished freedoms and way of life; and

WHEREAS, on this day of remembrance, let us pay tribute to the American heroes we've lost and recommit to the values of equality, opportunity and freedom our nation stands for.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim September 11 as **"PATRIOT 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 2nd day of September, 2025.

Suicide Prevention Week Proclamation. Mayor Clark proclaimed September 7 through 13 as Suicide Prevention Week.

A PROCLAMATION FOR SUICIDE PREVENTION WEEK

WHEREAS, with September being recognized as "Suicide Awareness Month," the National Suicide Prevention & Action Month Proclamation was created to raise the visibility of mental health and proactive suicide prevention resources in our community; and

WHEREAS, according to the American Foundation for Suicide Prevention (A.F.S.P.), more than 49,000 people die by suicide annually in the United States; and

WHEREAS, according to Hope for the Day (H.F.T.D.), with an average of 132 suicides completed daily and each one directly impacting 100 additional people, including friends, service members, family, social media connections, and neighbors, we can safely assume everyone has been impacted by suicide; and

WHEREAS, the Town of Huntersville publicly places its full support behind those who work in the field of mental health, education, and law enforcement; and

WHEREAS, We encourage all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim September 7 through 13 as **"SUICIDE PREVENTION 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 2nd day of September 2025.

PUBLIC COMMENTS

Rachel Zwipf said Part One of my public comments is I am here as the petitioner of the Central Avenue street calming efforts. I need to ask my fellow residents that when you're coming down Central Avenue in Pottstown to please slow down. We have increased traffic. With school starting back, my son personally has to catch the bus at 6 a.m. We're asking that the residents and our fellow community members slow down on that street.

My second part comes to.....unfortunately I cannot stay for the agenda item later on this evening, but I stand before you as a Pottstown resident, a neighborhood that has long carried more than its share of environmental burdens. This request to rezone and expand the landfill threatens not only our environment but our health, our safety and the very future of our neighborhood. I need to be clear, the so-called community information session was not adequate. No one from our community was there. The very families who sit just a couple hundred feet from the landfill were present, maybe some developers. That is not a representation of the true Pottstown community. Our community stretches wider and farther, made up of generations and families and children and elders who deserve to be heard. True outreach means engaging everyone who will live with the consequences, just not the handful of parcels closest to the landfill.

I also have unanswered questions. How will groundwater in the streams be protected from toxic runoff. How will our air be safeguarded from increased methane and dust. What measures are in place to prevent erosion, flooding and destruction of natural buffers. Until these questions are answered honestly and transparently, any rezoning is premature and irresponsible. This is bigger than zoning lines. It is about environmental justice and expanding the landfill risks polluting our streams, destabilizing soil in public, endangering health for decades to come. Pottstown is not a dumping

ground. Our children deserve safe air and assurance that their neighborhood is treated with dignity and fairness. I urge you to inspect fully in its entirety the rezoning request for this petition.

Bee Jay Caldwell said for the first 20 years of my life I lived in the colored part of town and in 1966 I was identified as Colored or Negro. Fifty years later in 2016 I and others like me gained our freedom during the Civil Rights Movement of the 1960's and we considered ourselves African American or Black. Nine years later many of those freedoms have been reversed back to the pre-1966 era. Now the colored part of town is the most sought out parcels in Huntersville. Why am I sharing this information with you at the Town Board. It's because we need to call your attention to some facts that need governmental intervention. Needed are sidewalks and more street calming devices.

The following streets are the main ones in our area: Gibson Park Drive, South Church Street, Dellwood Drive, Central Avenue and Holbrooks Road. In the ETJ: New Haven Park where I live, Berkley Lane, New Haven Drive and Star Court. Dellwood has two street calming devices and we are grateful to have them because they were needed. With the potential extension of the demo landfill at the end of Holbrooks Road, more traffic may be coming.

In the past six weeks I have walked those streets and my life was in the hands of the speeding drivers who are using them as a super expressway. In an effort to show others where we were relegated during the 20th century, we did a Walking 2gather Unity stroll through the neighborhoods yesterday. The dangers presented by the speeders is a serious threat to residents who live on them. In some instances you have a little curve that doesn't look like a curve until two people are trying to pass in a vehicle. That is why I am calling your attention and appealing to you to help to make drivers aware of the potential harm that could happen to others because of their speed. Please place the little speed attention device somewhere on those streets periodically to help call attention to the fact that there's a speed limit of 25 mph.

AGENDA CHANGES

Commissioner Rivers made a motion to adopt the agenda for tonight's meeting. Commissioner Hunt seconded the motion. Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes – August 5, 2025. Commissioner Dumas made a motion to approve the minutes of the August 5, 2025, Regular Town Board Meeting. Commissioner Walsh seconded the motion. Motion carried unanimously.

Approval of Minutes – August 19, 2025. Commissioner Dumas made a motion to approve the minutes of the August 19, 2025, Regular Town Board Meeting. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution – Interlocal Cooperation Agreement for Fire Protection Services. Commissioner Dumas made a motion to adopt Resolution to approve Interlocal Cooperation Agreement for Fire Protection Services. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 1.

Merit Increase for Town Attorney. Commissioner Dumas made a motion to approve previous action taken in Closed Session allowed under the North Carolina Open Meetings law to award 3 percent merit increase for the Town Attorney retroactively effective July 21, 2025. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution – Opioid Settlement. Settlements have been reached in litigation against Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp., Indivior Inc., Sun Pharmaceutical Industries, Inc., Viatris Inc., and Zydus Pharmaceuticals (USA) Inc., as well as their subsidiaries, affiliates, officers, and directors (collectively “the Secondary Opioid Manufacturer Defendants”) named in the Secondary Opioid Manufacturer Settlements.

The purpose of this Third Supplemental Agreement for Additional Funds (“SAAF3”) is to direct Secondary Opioid Manufacturer Funds from the Secondary Opioid Manufacturer Settlements to the state of North Carolina and local governments in a manner consistent with the 2021 Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (finalized in 2022), the 2023 Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation (“SAAF”), and the 2024 Second Supplemental Agreement for Additional Funds From Additional Settlement of Opioid Litigation (“SAAF-2”).

This SAAF-3 is a supplement to the North Carolina Memorandum of Agreement (“MOA”) on the allocation, use, and reporting of funds from the prior Wave One, Wave Two, and Kroger opioid settlements.

Commissioner Dumas made a motion to adopt Resolution authorizing execution of Opioid Settlement with Secondary Opioid Manufacturers. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 2.

Change Order to Engineering Services Contract – Gilead Road West Project. The revised scope of the Gilead Road West engineering services contract will require an additional \$368,298.50. This is to modify roadway, drainage, and signal design.

Commissioner Dumas made a motion to approve Change Order 01 to the Gilead Road West Engineering Services Contract. Commissioner Walsh seconded the motion. Motion carried unanimously.

Change Order attached hereto as Exhibit No. 3.

Intent to Abandon Portion of Thread Lane and Call for Public Hearing. Commissioner Dumas made a motion to adopt Resolution declaring intent to abandon and close a portion of Thread Lane (formerly named North Main Street) and call a public hearing for October 7, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 4.

Acceptance of Streets – 23XI Race Shop Subdivision. Commissioner Dumas made a motion to accept streets in 23XI Race Shop Subdivision for Town maintenance. Commissioner Walsh seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Airspeed Drive	Statesville Road	Cul-de-sac	975-ft

Acceptance of Streets – Farrington Subdivision Phase 3. Commissioner Dumas made a motion to accept streets in Farrington Subdivision Phase 3 for Town maintenance. Commissioner Walsh seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Glenroe Drive	Approx 180' S of Dunloe Wood Drive	End of road loop	1575
Adair Crossing Drive	Glenroe Drive	Approx 185' S of Dunloe Wood Drive	500
Dunloe Wood Drive	Approx 75' S of Tullamore Glen Drive	Approx. 170' S of Glenroe Drive	785

Acceptance of Streets – Walden Subdivision Phase 8 Map 1. Commissioner Dumas made a motion to accept streets in Walden Subdivision Phase 8 Map 1 for Town maintenance. Commissioner Walsh seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Saddle Branch Drive	Casabella Drive	Chopin Ridge Road	390
Chopin Ridge Road	Approx. 150-ft N of Ravenall Drive	Approx. 85-ft N of Saddle Branch Drive	560
Casabella Drive	Approx. 210-ft N of Ravenall Drive	Approx. 135-ft N of Saddle Branch Drive	455

Acceptance of Streets – Bryton Corporate Center Phase 2. Commissioner Dumas made a motion to accept streets in Bryton Corporate Center Phase 2 for Town maintenance. Commissioner Walsh seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Weller Way	Bryton Corporate Center Drive	Everette Keith Road	720

Call for Public Hearing – Maple Branch Drive Traffic Calming. Commissioner Dumas made a motion to call a public hearing for September 16, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, to receive public input for the Traffic Calming request on Maple Branch Drive. Commissioner Walsh seconded the motion. Motion carried unanimously.

PUBLIC HEARINGS

Petition #R25-08 Second Street Village. Mayor Clark called to order public hearing on Petition #R25-08 Second Street Village, a request by Jay Henson and Brian Hines to rezone +/- 4.799 acres at 204 N.

Church Street from Neighborhood Residential to Neighborhood Residential with a Conditional District for Townhomes and an Apartment.

Nathan Farber, Senior Planner, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 5.*

Staff can recommend approval once the stormwater items are addressed.

Staff would also like to add the following recommendations: (1) the Woonerfs are further amenitized and placed within a public access easement; (2) all remaining staff comments, issues and minor site plan notes are addressed.

Commissioner Hunt said I noticed that the language for affordable housing said that it's for people who make no more than 120 percent of the AMI, so I'm wondering if this is operating on a range, like 60 to 120 percent of AMI or if you could clarify that.

Brian Hines, Applicant, said currently we have it between 80 and 120 percent AMI for all 15 units.

Commissioner Hunt said how would it determine who receives that unit.

Mr. Hines said that will be I think part of our condition is we entitle, we develop the parcel, we donate it to a non-profit. Whoever the non-profit is will have to have the ability to vent. They will manage all of the tenants and the leasing of that space. They'll also be mandated by our HOA governing documents architectural standards and those things as well.

Commissioner Hunt said could you talk about how you plan to amenitize the woonerfs.

Jay Henson said a couple of ideas. One is to try to use the permeable pavers as sort of an accent, with the other alleys being asphalt and that will also, our goal is to maybe use some of that for stormwater detention and some of the water quality for the amount of drainage area that could go to that. We wanted to do all of the alleys with permeable pavers, but that was the holdup with the water quality issue, so we had to go to Plan B. Definitely those will be amenitized with permeable pavers and then there's a couple areas on the site plan that has little areas where you could do like a small plaza or little seating areas and stuff like that. We want to make that different so that when you see it you know that's what that is and then you can have little breakaway areas to set and gather.

Commissioner Hunt said I was wondering if you would do like vertical plantings maybe or globe lights or something that creates some ambiance.

Mr. Henson said obviously we would do uplighting and stuff like that. I'd like to make something cool there because it will be a real nice space. Definitely the landscape would be enhanced in the area as well.

Commissioner Rivers said just for clarity if we can go back to the affordable housing piece, there was a statement about donating to a non-profit. Will they manage the property. When you say donate and manage, I just want to make sure.

Mr. Hines said we'll improve the parcel and we'll donate it to a non-profit. At that time the Town Attorney will work with them as well on some of those other details.

Commissioner Rivers said I was just wanting to know how would that work as far as you all donating the property and then the non-profit organization managing the property, but legally I'm sure you can.

Mr. Hines said the non-profit will then eventually go out there and get grants, raise funds to build that building. They'll build the building and then they'll have deed restrictions on that parcel of what they can and cannot do. That will all be worked out between us and the town.

Mr. Henson said the parking would be part of the original plan, so that'll be in place.

Commissioner Dumas said I was going to ask for clarification on the stormwater issue and what the current plan is moving forward. Can you provide some information on that.

Mr. Henson said I'm going to give you the long story very fast. We wanted to do everything with permeable pavers and it's a little different. There's a state manual and then the Town of Huntersville manual. The state manual would allow us to do this based on the amount of drainage area going to it. Huntersville manual is a little different, it's adopted in Charlotte, so we had more impervious than allowed to the permeable pavers, so we couldn't do the whole thing in permeable pavers. We're not going to do a pond that was, couldn't do that, just a personal thing. We're going to put a water quality device underground where it won't be seen in the very top where the green area is and that'll be underground and it'll allow us to feel there's a little bit of a gully in there so it's kind of a natural fit and we can cover that up and have sort of a level area on top of grass, like a play area or recreation area. It'll kind of convert that into an open space or an amenity area. We made some changes late last week to run through the calculation to do that to make sure it worked and we sent it to staff. That was the delay on that.

Commissioner Bergsman said do you mind kind of defining how you're viewing because you haven't mentioned it's going to be a co-op. Can you explain a little bit about what you mean by that.

Mr. Hines said the difference between a co-op and attainable building, is that the question.

Commissioner Bergsman said that's how it's kind of being described in the application, so I just want to make sure that we're all clear of what's meant by that.

Mr. Hines said the co-op will actually own the building and they'll have a lease and they'll have an agreement with individual tenants within that lease and they can stay there as long as they're within those ranges between 80 and 120. It's almost like a piece of ownership in the building, while the non-profit owns it.

Commissioner Bergsman said do you know where in relation to where the woonerfs are how close it is in proximity to the future greenway trail head.

Mr. Farber said are you asking about the Seam Trail.

Commissioner Bergsman said Vine. I know the downtown portion we still haven't quite determined, but there is kind of a starting point in the masterplan for going east.

Mr. Farber said I don't believe it's been designed yet, so we're not 100 percent sure where that's going to go yet, but at one point there will be a connection.

Commissioner Bergsman said do you think it's on our Parks Masterplan, but that's okay. We can look into it later. If you don't know right now, that's fine. If you could let me know later.

Brian Richards, Planning Director, said the Seam Trail runs north/south along Church Street and inside Vermillion you'll have this tie-in, so they'll tie-in together just about right here where Vermillion Village and Church Street intersect. This road that continues up will get relocated into Vermillion Village. That's all occurring right now.

Commissioner Bergsman said I think we're talking about two different sections. Further down Second Street, I feel like somewhere there, the part of the future greenway that's going to be going out like past Vermillion down to Asbury Chapel. I'm just trying to figure out how close we're getting to that.

Mr. Richards said we're going to have 10' sidewalks along Huntersville-Concord Road. The actual greenway will be right through here through this creek and then you'll have greenway that penetrates up into Vermillion Village.

Commissioner Bergsman said with that in mind, do you mind on this map pointing out where the woonerfs are going to be.

Mr. Richards said woonerfs will be right where the word site is and then right along this bottom edge right here. We've got a lot of pedestrian connectivity in this area.

Commissioner Dumas said the two elevation images for the apartments, have you guys decided between which one you are moving forward with.

Mr. Henson said the latest discussion we've had is to use the top elevation, a little bit more contemporary. That's a different building, so it's not as large. The one on the bottom is the right size, it just has a different roof system. The plan right now is to go with the flat roof that's shown at the top.

Commissioner Dumas said just for the record, my favorite is the bottom one.

Mayor Clark said my question was kind of adjacent to Mayor Pro-tem Hunt's about the woonerfs and amenities but it's more for staff. When we're talking about a woonerf when we mean amenities, what do we mean by that exactly.

Mr. Farber said currently they're going to have a network beyond the woonerfs that are alleys as well. Those primary purposes is for driving and parking your car. In order to differentiate the two, we're looking for vertical plantings, planters, benches, maybe some lighting, using different materials of the street itself, anything that just differentiates it a bit from the alleyways throughout the project. It can be any combination of those things.

Commissioner Hunt said I remember when we were talking about the woonerf down here and there's the fence there and there was talk about putting some public art there. There would be a fence installed and putting public art there. What do you think about adding some public art of some kind.

Mr. Henson said I think that would be a great idea. I think with lights and even maybe overhead lights or something subtle to draw you in a place for art. On the site plan there is a nice area for a sculpture type

art in the middle of the lower section, a little area between the dark shaded buildings and the lighter. That's a conceptual sort of meeting area, but a great place for public art.

Commissioner Hunt said for the record I actually like the flat roof better.

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

Petition #R25-07 Home2Hilton. Mayor Clark called to order public hearing on Petition #R25-07 Home2Hilton, a request by PM Patel to rezone +/- 4.69 acres at 13830 Statesville Road from Corporate Business and General Residential to Highway Commercial with Conditions.

Nathan Farber, Senior Planner, entered the Staff Report into the record and reviewed request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 6.*

Robert Irvin said I will be introducing this project R25-07 for the applicant tonight. We have the applicant here. We have PM Patel here and we have Hanill Patel. We also have Susan Irvin from Irvin Law Group. She's going to kick things off.

Susan Irvin said I have been asked by Mr. Patel to introduce him and give a little bit of a background. It is my honor to do so and to speak on his behalf. I'm going to say some things that he probably wouldn't say.

First of all, the Patel family has been in this area for over 30 years. Mr. Patel graduated from UNC-Charlotte and his very first hotel was the Best Western that opened in 2000. He has a local family-owned business here and has worked hard over the years to grow this business with his family. They now own 58 hotels on the eastern US seaboard in eight states and that is a local family-owned Huntersville business.

This just gives you a little bit of an idea of where the property is in relation to the Best Western, which again is a 25 year old structure and was his very first hotel. What he would like to do with the wealth of experience and knowledge that he's gained over the years is he would like to bring a higher tier hotel to this area and that is in his heart of hearts he would like to do that in Huntersville.

Because of his reputation and because of the breadth of his experience of all of the hotel owners and operators, he was awarded the flag of the Hilton here and the Home2 at this location. One of the really great things about having a Home2 here aside from the location of the property itself is that if the Home2 is approved then the Patel family will be able to upgrade the Best Western and Hilton will require the same upgrades of the Best Western that they require of their new hotels. It is a major upgrade, a major increase in that building quality and value.

I wanted to go back and talk about this slide a little bit to explain the higher tier hotel. The Home2 is what is called a hybrid suites hotel. The interesting thing about this is that most of the red dots that you see on this property are hotels that have been in Huntersville, some for a long time. All of them are typically less than \$100 a night. They're wonderful hotels. They are the kind of hotel a person will stop and stay at on their way to somewhere else. The difference is that the Home2 is that higher niche classification that is going to provide a place for corporate executives who might be using the park or medical professionals who might be going to the hospital or people who might be coming to Huntersville for private events or family events. It brings a market of people to Huntersville to stay here and to work here and to play here that normally don't have that opportunity.

I think this slide is also good to just kind of show what's around here and why this is the appropriate location. The green area is the hotel location that's being proposed. Of course, to the south you can see the Best Western that's there now. To the north it's really squeezed by that NCDOT project at Gilead Road and to the west are the car dealerships. Right next to them of course is I-77. This is a really appropriate location because it would be in line with the Best Western.

I want to talk a little bit about this site plan because it gives me an opportunity to tell you a little bit about the work that Mr. Patel and his son have done in the community and also just working with the staff. The frontage on Highway 21 I would say as you probably gathered is the majority of the comments from the staff, that is a key component of the community requirement. The people that Mr. Patel has spoken with will require that this hotel be on 21. As a result of that, it is closer to the closest single-family lot but the Best Western is also equally close. Mr. Patel and his family have received 41 support letters for this hotel and we sent them in earlier this morning. I'd like to ask that they be entered into the record. *Letters attached hereto as Exhibit No. 7.* Also, you have here 30 people here in support of the hotel who've come tonight to show their support.

As Nathan said, there are other elements of work with the community. He enhanced the buffer, added the 6' masonry wall, included the shared entrance off of Highway 21 so that is the address and people will not be driving through the neighborhood looking for the hotel.

This rear entrance here is a fire code requirement. He has agreed to make that a no right-turn. Those are the changes that he has made. I think in terms of working with the staff on their comments, we did address our concerns about the topography and it is more of 10' to 15' difference with the buffer. The architectural design, we provided that and are working to that as well.

The proposed hotel will match the roof height of the Best Western. The Best Western building itself is a shorter building but it's higher up, so the roof line of the Best Western and the roof line of the proposed hotel will be at the same height.

I'd like to handle it over to Robert to talk in a little bit more detail, but that is the high level and really just reflects the amount of work and dedication for this family business in Huntersville.

Mr. Irvin said here is a little bit zoomed in image of the urban open space and Nathan did a great job of going over that. In our talks with staff they wanted something that would kind of modernize that streetscape a little bit and break it up a little bit because as you know all the NCDOT improvements have really muddled that area up a little bit.

Nathan also kind of stole my thunder a little bit here on the tree save data, but even if this project wasn't rezoning, we're currently meeting the requirements of the zoning designation districts, so we're saving over the required amount of specimen trees and over the required amount of tree canopy.

I wanted to share with you this view. This view is looking from Gilead towards the Best Western. You can see the Best Western in the background, you'd basically be looking from right here towards the Best Western. It gives you an idea of all the improvements that NCDOT has done. They cleared a lot of the foliage and a lot of the brush that was there and you can also see there is kind of a mound right there and then it does kind of drop off into the gully and that's some of the grading issue that staff eluded to.

The trees in the background that you see there, some of those are on the residential property and also on the Best Western property, so if those aren't going to be gone there are 19 specimen trees and we're currently saving about 7. We're still working with those numbers right now, but a majority of those trees will remain there.

This view, if I can take you back to Hillcrest now and I'll just give you an idea, so we'd now be about right back here and we're looking towards 21. You can see how it's very open now. NCDOT has done their improvements and you can see that turn-around right there, the light right there and so it's very open, the noise comes in, the lights come in. In a way this new landscaping buffer and the hotel will insulate the neighborhood from some of that noise and some of that light. Here's just another image, as you can see right there is the Gilead intersection so it's very clear and very visible from this view.

Here's something from a recent submission we've given to staff and staff just didn't have the time to review this and put this in the report, but it gives you an idea of what that line of sight will look like with the retaining wall. Here is the retaining wall and it's about 10' to 15', then you can see the large maturing trees, you can see the evergreens, you can see the evergreen plantings and then you have your parking lot trees and then you have your hotel back here. That enhanced buffer will really block all of that view for the hotel and any of that noise or light that might come from up there.

The masonry wall you can kind of see right here, this little orange box, that's mainly to block a lot of the headlights that are coming from cars that park in the parking lot, so it will stop any of that light seepage into there. If you look down on this bottom image, if you can kind of see, it's a little covered up by some of the plantings but right here, that's the retaining wall. It's kind of a variable retaining wall like staff was saying and it's going to be about 10' to 15' so it will be short over here on this side and then increase here and it will shorten up over here. This kind of gives you a sense of what that topography looks like and how much they're going to have to raise it up, so it's going to be about 10' to 15' as it goes across there.

One of the things in talking with staff is they really wanted to see what this would look like and Nathan and Brian both wanted this hotel to fit in with the community. They wanted to compliment the character of the neighborhood, the buildings that are already there, and so this image is an actual Home2 that's just been finished in Boone, North Carolina, near Appalachian State. It has some of the similar characteristics as this site. It abuts a residential neighborhood back here. It's on a major thoroughfare and what the Mr. Patel's Home2 Hilton will have is an extremely enhanced buffer back here. It'll be a lot more coverage back there. I think that what this design will do, it'll be a lot more compatible with the surrounding area and it won't be as, it'll just fit in a little bit better.

Next we have some of the hybrid suite layouts. It just gives you an idea of what amenities are provided in the room. There's a little kitchen or a kitchenet, there's a living area, there's a workspace. That all goes to attract somebody to Huntersville who's going to stay in Huntersville and wants to contribute to the town and not just stop in for one night and head on to their next destination.

The sustainability measures that go along with the Home2 are pretty significant. That's one of the major selling points of the Home2. There's a lot of green initiatives, a lot of energy efficiency initiatives and then with this Home2 approval, if it goes through, the Best Western will get to be brought up to speed with all of these energy initiatives. It'll have enhanced decoration, repainting, everything will be rewired. These amenities are just an example of what the Home2 can provide and what the types of people will be staying.

Also, the six to eight electric vehicle charging stations. I think that's a big selling point because Huntersville is lacking in some of those and they'll be open for people driving on the highway, driving in Huntersville. It'll just be an easy access.

Nathan covered the 2040 Plan very well. It's a great economic driver for the area. It's increased property taxes. It's about a \$30 million project and it'll support a lot of the businesses around Huntersville, especially The Park and the hospital and then the new hospital even up in Cornelius, I think it'll be a good place for people to stay and support that.

Commissioner Walsh said in listening to staff it sounds like the parking lot is give or take 20' elevated above the buffer area, yet you guys are saying 10'. Which is it.

Mr. Irvin said I think where the confusion was is the Best Western and the Home2 will be on different levels, so there is a little bit of a decline in between the Best Western property and the Home2, so I don't know if you want to speak to that. I just think we needed to show that on our plans and our plans that we've recently submitted we included some more clarification on that.

Mr. Farber said we were just basing that assumption off of the grading plan that was sent to us, which kind of has some confusing contours. They have a lot of existing and the new contours on top of each other. Working with Engineering, that's the number that we came up with for the max height of that retaining wall. If it's changed, we will reevaluate.

Commissioner Walsh so there's been some new information since the Staff Report.

Mr. Farber said correct.

Mr. Irvin said we're going to work with staff and get that nailed down.

Commissioner Rivers said Mr. Patel, currently the Best Western is operating. How many would you say that you have on staff at the Best Western currently.

Mr. Patel said almost 25.

Commissioner Rivers said looking at the Hilton the Home2, how many would you look to have on staff there.

Mr. Patel said almost 50 plus. Basically, I just want to add we had a lot of students which they're working with us because this property was built in 98/99 and opened in 2000, so there's a lot of local community and this is my hometown basically. We have generated lots of employment also.

Commissioner Hunt said according to the Tree Save Report, it said that you're saving a 26" oak, but it has a decaying base and a declining canopy, so is that tree in danger of falling over. Is that a safety risk or are you saving it because it's potentially like wildlife habitat as dead trees can sometimes be. Can you clarify that.

Ms. Irvin we have an arborist to evaluate those to decide if there's something that can be saved or not. That's one of the reasons those comments were made.

Commissioner Hunt said just out of curiosity since you mentioned the sustainability piece here, does Hilton2 limit single-use plastics, do they use refillables. Can you talk about that.

Mr. Patel said especially on the breakfast area and all in the rooms, we are not using any plastics and stuff like that in a Home2 is strictly, it has been a friendly environmental situation. It is not a regular hotel, which we will be using any plastic or any paper dishes and stuff like that. It has to go through like a high end of the embassy or something like that, so basically we are not using any plastic or something. Even the garbage cans and stuff inside the rooms, we are not using any plastics.

Commissioner Hunt said since staff mentioned it, is there any opportunity to lower the height of the building or is that pretty much set in stone.

Mr. Patel said generally we are trying to work on that, especially by going a little lower on the stuff like that. Maybe we can put one side of one floor lower or something to make sure that once we get approval we'll make sure that staff is happy. I have done that for 25 years also when I build the Best Western. I'm pretty much very familiar and I'm like this is my hometown though I'm being having eight different states, but this is where my kids grew up.

Ms. Irvin said we didn't want to lower the height and compromise any of the common spaces, so that's really the discussion now is lowering the height and not affecting the quality of the building. At this point, I don't think it's anything that we would want to say until we've looked at it more closely.

Mr. Patel said the height situation, we will not be higher than the Best Western.

Commissioner Quarles said there was a comp slide showing the cost of the various hotels in the area. You mentioned high end and you also mentioned CEO's. Can you give us a ballpark of that average room rate will cost.

Mr. Patel said the average room rate will cost about like \$180+/- because generally what happens that our regular rate would be like \$240, \$225 a night, but most of all the churches, all the 12 churches in the Huntersville town, we had been supporting them all the time for 50 percent discount. We had been supporting all this Huntersville stuff basically wherever our locals. Secondary, think of course the medical, which we have it on the other side of the interstate, we are giving them a deep discount and that's the average daily rate of that for each room would be about \$175 to \$180.

Ms. Irvin said can I just add to that. I think what we're saying is that the average rate is going to be over \$200 a night. It's going to be \$200 to \$240 when you add in the taxes. Mr. Patel does have arrangements with other organizations and groups to provide discounts. He was giving you the possible lowest discounted rate. That would just be for the special groups.

Commissioner Quarles said for sales tax, that's a good thing.

Ms. Irvin said sales tax, exactly.

Commissioner Dumas said going back to the building height, can you help me understand how or why it wouldn't be higher than the Best Western.

Ms. Irvin said that is a great question.

Commissioner Dumas said I know it's lower on the ground. I know the ground is elevated, but that much.

Ms. Irvin said maybe on this image you can see that Best Western is up on a hill. It's on this level and the Home2 would be on the ground level. From the floor elevation to the top of the Best Western it's not 70', but the height from the street level it's going to be 70' for both.

Commissioner Dumas said it's very close to residential. That's a big ask of approving less than even half of what we would normally approve there. Have you talked to the neighbors. Are they here. You have a lot of supporters. Have you talked to the neighbors, it looks like there's a couple here.

Mr. Patel said we have talked regularly with the neighbors. They have my cell phone and in fact we had been visiting the neighbors regularly, not just because of this project, but because I was the neighbor there for a long time. I have been regularly in touch with all the neighbors. In fact they asked me to come and see me. We met last Thursday at the Best Western and they wanted to know exactly where the building goes. We went on the ground and showed them physically where the building will be going.

Commissioner Bergsman said the upgrades to the Best Western, is that contingent on this rezoning.

Mr. Patel said yes. Basically, the Best Western, we are using the same address to make sure that all the guests are coming to this location and I want to make sure that basically the whoever travels to the Best Western are going to have exact same physical mailing address, so everybody will be using that same location to get in, so there will be no confusion like the other hotels and then neighborhoods, anybody will be going on that side because we have that turning radius which they have to go to the Best Western and the Best Western will be only turned into the upper grade, which will be the part of the Hilton. As soon as this is approved, they are going to operate it and then basically Best Western will be remodeled right away in early 2026 where this property will take a little longer time than in the construction than the stuff like that. Even the construction entrance and everything we will be taking from the front side we already talked to NCDOT. It is not going to be from the neighborhood.

Ms. Irvin said just to clarify Mr. Patel answered the question that unless this is approved Hilton will not approve the upgrade of the Best Western.

Commissioner Bergsman said it does sound like, did I catch that correctly that you would be upgrading the existing Best Western property earlier than the construction of the new hotel. Okay, that's good to hear. The other question I had for you, and I'm just kind of pulling up my map for a second because there's a few other hotels off of that exit kind of north of Gilead Road and I wanted to hear from you what I guess comparison to the Comfort Suites and the Hampton Inn and Suites, how is this hotel different and that you're providing something that's not already there.

Mr. Patel said there's no comparison because this is, we hire brand basically we try to do an Embassy Suite over here because of the room and because of the area. The Hilton approved the next label, which is a Home2. When Home2 gets in, it is a better rates and the better quality of better than a Hampton for sure and that any hotelier can say that on that one, especially they're only put the Home2 title that it is a kind of situations where any people, those who are working in corporate and stuff like that, they have to have certain places where they can go and feel like you just mentioned about the energy and stuff like that. It is completely on LED lightings, everything is the power saving and everything is the friendly environmental.

Commissioner Bergsman said you went kind of above and beyond and had a second meeting with some neighbors. I just wondered if you took notes or minutes in that meeting or if there's anything additional that we should know that came out of that.

Mr. Irvin said we're working on just a report that just goes over everything we talked about, the questions that were asked and what happened in that meeting. I'll be submitting that to staff probably tomorrow.

Commissioner Quarles said in doing that would you please share with us if that second meeting was hostile, because I've gotten some information and actually be transparent with us because what was received, I want to make sure that we're doing what's best for Huntersville.

Ms. Irvin said we talked about this before we came and decided that it might be best for us to just talk about the zoning case at this point. I think that Hannill has discussed it individually with some of the people there.

Commissioner Quarles said excellent, because I see a large number of support and I understand that if we get a report from the second meeting that has some fluff in it, I don't want it to discourage the support, because this is impressive to see this many people supporting a project such as this.

Mr. Hannill Patel said just a couple of bullet points I can talk about that was asked for it to set this hotel a little bit different. It does have kitchenette rooms, so it has a little stove and stuff that they could stay a little longer if they need to. None of the hotels has that currently. Also, with the plan that we're proposing, just currently there are specifically only 12 trees. For reference, we will be planting more than 150 trees, so not even the sunlight can go through.

Commissioner Bergsman said I look forward to seeing that, but I also wanted to make it clear because I had received some communication as well about that meeting and any hostility that was reported to me was not because of you but was directed at you from what I heard. I want to make sure that's clear to folks listening and I want to apologize for any way that you may have been mistreated.

Mayor Clark called for public comments.

Scott Brumley said I'm here voice my support for the zoning request, not so much to speak about the zoning regulations, that's not my expertise, but just to give some texture to the people behind the project. My family has been in this area for multiple generations, but I haven't known PM that long, only a quarter of a century going back to when my son Taylor and Hannill were in kindergarten and at Huntersville Elementary School. The first time I met PM was when PM was picking up Hannill on a play date with my son Taylor when they were in kindergarten. Over this period of time, I've gotten to know the family, I know them to be very close, very hardworking, very successful. Traits that I admire. I know that over their long career they've been very successful at what they've done and I know that this project will be an asset to the town.

Yankun Wang said I coming the Huntersville only two years. I really, really like this community and the town so I really believe I'm so excited a Hilton coming our town so I really believe evil, everything going good. Like man mentioned, we have more sales tax. They will help our town and the community building better and better like the intersection, the road, the building, long time. I believe the big subjector, they need a huge money so we really need a new business coming to help us build our town.

Sagur Malia said I'm here to show support for PM and his family. I've known them for over two decades and I just want to keep this short and simple by just saying I support them.

Jital Patel said I'm here to support PM Patel. I reviewed this project. It's really a benefit to the town of Huntersville. I have full support for that project and looking for other people's support as well.

Dinesh Patel said I've been in Huntersville in business for over 25 years. I support this project because I was planning to do this project many years ago, but due to some health reason I didn't do it. This whole project will add a lot of value to our Huntersville community. I live in Huntersville for a long time, so I'm in a big support of this project.

Atish Modi said I'm a friend with PM Patel and I guess this is very good idea to put the high-end hotel in Huntersville. It'll bring a lot of business and a lot of jobs.

Bhasker Tripathi said I have been living in Huntersville since last 25 years and I have seen this town becoming a little bit city kind of thing now and the hotel, which Mr. Patel is proposing, would definitely stem that status of this town. I have known him for a long time and my kids went to the same school where his kids went, Huntersville Elementary from Torrence Creek, Grand Oak. I have seen this city grow leaps and bounds and this hotel will definitely do great things to the city.

Eric Johnson said I'm in support of Home2. I've been friends with Hannill and the family for a long time. Also I was pretty much born and raised in Huntersville. I saw it grow into kind of the really cool downtown it is now. I Used to ride my bike from my house in Vermilion all the way to the Discovery Place Kids to volunteer and just in the last five years just seeing how much it's changed is very impressive. I think just from hearing about this project today, it sounds like it's very, it's just going to go ahead and continue to push the trajectory of the town further and further up and I think it'll be a great addition to the community.

Ajay Patel said I support this project and it's going to bring a lot of business in town. I know PM Patel for almost like 20 years plus.

Petition #R25-11 Long Creek Retail. Mayor Clark called to order public hearing on Petition #R25-11 Long Creek Retail, a request by TA and S Enterprises of NC Inc to rezone 4.396 acres from Highway Commercial Conditional District to Highway Commercial Conditional District and Rural.

Jesse James, Principal Planner, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 8.*

Staff cannot at this time recommend approval of the proposed rezoning plan as the development lacks connectivity and ability to connect to any future development.

Commissioner Dumas said can you remind us, did staff approve of this project the last time around.

Mr. James staff was recommending approval if Phase 2 was brought into Phase 1, which added that connection and the public road.

Joe Sailers, Petitioner, said we are here for this particular rezoning request. We were here roughly 7-1/2 months ago with two phases as staff mentioned earlier, and because we eliminated Phase 2, we were able to come back with additional request of rezoning of the property for just the service station.

Realizing and understanding that normally you're not able to come back for at least a year in that opportunity, but if you do extensive changes to your plan, it allows you to come back and that's where we are because we've taken almost two-thirds of the previous proposal away from this plan. We're now in with one building that is the convenience store for the service station and an additional building for retail, some kind of restaurant facilities, or any kind of workspace that will fit in the roughly 5,600 sq. ft. in the second building.

We were asked by staff to eliminate the Houston property, which was Phase 2, out of our rezoning at this time because the Houston's did not want to develop their property. They have not got a buyer. They have no idea what their property is going to be in the future because no one has come to them and offered anything different than what was put in the original rezoning request roughly eight months ago.

We're now here and staff has pointed out that there is no connectivity for this particular piece of property. If you have visited the site to the rear of this property it is extremely uphill elevation. I'm talking in the neighborhood of 200' height-wise from Mt Holly-Huntersville Road to the backside of this property in terms of the property that is adjacent to us in the back. There is a pipeline to the east of us that we cannot even touch. If we go to the north onto the Houston property, it travels uphill 30' to 40' and when we were going to do the building of both Phase 2 and 1 originally we were going to be able to use part of the dirt off of Phase 2 and leveling out the backside of ours to allow for elevation changes. But because we're not able to get onto the Houston property, it will not allow us to do any grading to make a connection.

What happens if we were to do that, we would have to grade into their property some 50' to 75' just depending on the elevations and the Houston's do not want that. They wanted to go back to the original zoning, which was in 2008, which is what staff has requested. They're out of this picture all total. We have agreed to put an easement and if you look at the picture behind you, those two lines that go across, yeah, right in there. If you go across that, that's where the easement would be for the Houston property for connectability later on. Because of the elevation of the Houston property, we must put in a retaining wall and at some point in time when the Houston's property is developed, the easement or right-of-way will be there for them to be able to utilize the connectivity. If staff agrees at that point in time, that connectability to the service station would be reasonable in the town's interest, but at this point in time we're not anywhere near that position.

If you go through a couple of more slides, this gives you the TIA improvements that we're going to do and if we go back to the rezoning that was approximately eight months ago, the TIA improvements were going to be three quarters of a million dollars, \$750,000 plus. Even though we're not doing a Phase , we're still going to do the entire TIA improvements to that intersection that will hopefully improve the traffic pattern because it backs up from that stoplight east toward Huntersville, past WT Harris Boulevard every morning. Plus it backs up north up Beatties Ford Road from that intersection all the way to Hopewell Presbyterian Church, which is almost two miles from that intersection. With us making the three quarters of a million dollars worth of improvements, it will alleviate a lot of the traffic problems of people turning right or turning left or turn lanes into Mt Holly-Huntersville Road or turn lanes going up and down Beatties Ford Road. Of course the proposal supports the mixed-use, everything associated with it, the commercial use of the Small Area Long Creek Plan and of the 2040 plan. This essentially

shows you where an aerial view of everything that's going to be done, the turn lanes, the medians that we're putting in at state request in order to make everything work.

Here is our rendering of the building for the drugstore that was proposed in 2008. Those pictures that Jesse showed earlier shows the renderings of what we're going to do. This gives you an idea of what is going to happen in the elevations of the buildings and what the facade would look like in that process. There'll be some areas within for outside public, as you can see it runs through everything. Point being Jeff and our engineer is here as well. Any questions that you're asking of us between the three of us we should be able to answer.

Commissioner Walsh said I think the first time this came around I was in support of this project. My concern here is about the connectivity and I don't know if we'll get an answer tonight, but I see the little area that can connect to the property, but I want to make sure that if we move forward with this, that future connectivity can happen and I don't know how we resolve that or build that into it. I mean it's great to have an access there, but if it's not feasible to connect in the future then it's kind of useless. I just would encourage you to work with staff to ensure that future connectivity because if you make all these improvements and have a nice business there, somebody's going to buy that property and put something on it, so let's make sure we can connect in the future.

Jeff Moflehi said sure, absolutely. It's to our best interest to make sure the flow of traffic works well to benefit our business. We don't want to be locked in with no access to the surrounding businesses as they get developed. We did everything as the staff recommended in order to move on with this project and we're still going to follow their recommendations except to when the topography is challenging, when the neighbor is not cooperative. Those are things beyond our means. We have no way to enforce it. We will definitely give an easement to cross access and that benefits us. With this it will cover the staff concerns when it comes to accessibility and connectivity. For now, when you ask for connectivity to nowhere, it doesn't make sense for us, it doesn't make sense for the neighbor and it doesn't make sense for the nature of the property and the topography.

Going forward as a long-term goal, yes we will give an easement for cross access. We will tear down any walls we built now to retain the neighbor's property from being eroded. When they develop it, we will remove our walls and give them the cross access easement so you can make the approval pending for us to grant that cross access easement. We're being cooperative throughout the process with the plans as they recommended years back. I mean we're going on eighth year and this is the longest project I ever seen in the town of Huntersville and hopefully this board will make an end to it and get it done.

Commissioner Dumas said do you see that as being a solution.

Mr. James said the easement's great, but when you have a retaining wall and a 3:1 grade, I'm not sure how we would build it into a condition that Jeff would be on board with having to tear it down. I don't know how that would work. I'm not an engineer, but I've never seen a retaining wall that holds up property being torn down against an existing property. I just don't know how that condition would work. What we're asking is the site is graded so that it can be connected with the access easement as well.

Commissioner Dumas said earlier there was some comment about how high that land is above and it was a couple hundred feet.

Mr. James said from the road it's give or take 20' to 25' at the property line. I think at the back of that other property, maybe 30'. I don't know where 200 came from, but it's more like 20' 25'.

Commissioner Dumas said This is for the applicant. I was curious because I was in favor of this project the first time around and I do think that the location's good right there for a gas station, but it sounds like the neighbors changed their mind. Did something happen or is there some issues here. Can you help us understand this history.

Mr. Moflehi said we have tried to go in our own way because this was originally done in 2008 when both neighbors was in agreement to sell both properties to develop who was going to develop Right Aid or whatever drugstore back in the days. Well over the years ownership changed. I bought one parcel. The other owners still hold onto their parcel. They still want to build a drugstore. There is no drugstore being built around this area anymore. It's kind of out of the area, out of the picture. We came back and we told the staff we want to do ourselves. They said, no, you need to bring those with you. They were zoned together. They need to be rezoned together again. They put us to marry on this project against our wills and we accepted it. We say fine, we'll follow the staff recommendations. We'll go together into this. When we come together, the staff come in and they say you need to build a public road and that public road is \$400,000 that the neighbor does not have a means to do and not going to build it. He looked to me, he said, can you build a road \$400,000. I'm already spending \$700,000 on the intersection. It doesn't make sense for me to come in and build a road for you to get the projects going. We both couldn't keep on going with this goal and they decided to withdraw out of this and they sign off not to be a part of it and we were happy that we are now allowed to go on our own to do it separately. The staff came back like a week before the deadline. They wanted TIA study, which we already did a TIA study not even eight months ago. That's \$30,000 every time a TIA is done. It's not cheap to do a TIA study. This is the third TIA we've been asked to do and we complied with the staff and went ahead and get a TIA amendment to approve the changes. We even didn't want to bother with taking the commitment to the improvements where Phase 1 and 2 would've been done, so we could have shaved \$300,000 or \$250,000 from the project if we go back and say, no, we're just going to do it to match our development. We said, no, don't worry about it. We just keep moving forward. We're going to honor the TIA that recommends further and greater improvements to the road because we don't want to, going back again being entangled up on more and more requirements and we say we're just going to swallow that cost and go ahead and get it done.

Now for the staff to come back and tell me, go to the neighbor and tell him you're going to cut 50' deep into his property and you're going to grade his property against his will, the neighbor's not going to allow me to sit a foot on his property, nevertheless grade anything in there. Don't ask me for the impossible. Anything in my hand I'll do, but for you to come in and tell me, move the neighbor from the petition and we hardly get them to agree to move. Now we tell them to go back to the neighbor and put a road or grade it. I cannot do it. It's not doable. And the staff keep giving us different directions every time.

Commissioner Quarles said I want to commend you because it's apparent that you're trying to find a win-win. As Commissioner Walsh said, when this project first came, he was in favor and I'm the one up here that I must admit I was not in favor of the project the first time. You gave me information from the Charlotte Police just to prove a point that I had up here at the dais. I live on the west side and to hear you say that you're willing to invest \$750,000 into an intersection, that means a lot because as Mr. Sailors said, when my wife leave out to go to work in the mornings, bad enough she's got the traffic coming out of our property because of the Hopewell High School traffic bottles up, so sometimes we sit in that one area, 10 minutes, it's not exaggerating, 10 minutes. Then when you make the left turn to go towards Mt-Holly Huntersville Road, you have the Long Creek Elementary school traffic and as he said, that traffic does sometime back up almost to that church. My son just started a new job last Monday.

It's honest truth, it took him 30 minutes to get from, and we live right near Hambright Road, from Hambright Road area to Mt Holly-Huntersville Road. I think it's impressive that you're willing to invest in something you don't have to do.

I hope that you are not penalized because neighbors don't want to dance. You can't force them to allow you to be on the property. Since this last project I did speak with some people and I may have called one of my commissioners. That's been a request for a gas station near Mt Holly-Huntersville Road because coming from the city of Charlotte, unless you're at Sunset Road all the way to Highway 73, there is no gas station. That's maybe six to eight miles.

That is a long stretch without a gas station. It's much needed. I've given a lot of thought to it. Once this came back to us, I did my research and started studying. I'm hoping we can find a win-win. Right now I'm leaning and saying this is a perfect project for what we need in the area. What's most impressive, I said it once before and I'll say it again, you're willing to fix traffic. As much as I hear people complain about traffic in Huntersville, traffic in Huntersville, if one really want to fix traffic, especially on the west side, this is one that we really should consider and look more into it.

Mr. Sailors said just a thought, not relative to our project, but there is a senior housing project across the street down about 250' from our property line. It's a senior living project that's being built on the City of Charlotte side of Mt Holly-Huntersville Road. There is less improvements on that side of the road than we're doing on our side.

Commissioner Bergsman I just want to address, the last couple minutes of some of what you were saying. I'm going to be blunt and I'm going to be honest. What I heard, and I don't think this was your intention, but what I heard was a lot of blaming towards our staff. I would like to give staff an opportunity if there's anything that they'd like to clarify. That's essentially my question.

Mr. James said as far as the other applicant having to sign off, that's a requirement of a conditional rezoning. The previous rezoning had those two property owners on it. There's nothing staff can do about that. If you want to change the site plan, you've got to have the owners of the previous site plan on there to address that. As far as grading and connections go and last minute requests, we've been asking for this connection since the beginning of the process. The way it's graded is not what we propose. We're completely willing to work with the applicants on getting a compromise. We are in favor of the use, we're in favor of most of the site plan. We're in favor of the elevations, but it is a big priority of the town. You see this in every rezoning that we have connectability and when you have an Urban Village proposed in an Activity Center, we don't know how you can approve a site that doesn't have the ability to be integrated into that Urban Village. You see gas stations in town that are connected to bigger villages. Rosedale has a gas station you can get to and from it, from the interior of the site. We want it to be walkable, we want to be drivable. We don't want to add more congestion on our public streets. Those are things we've asked for from the get go, from the previous rezoning, from the 2008 rezoning and now. There's nothing new there.

Brian Richards, Planning Director, said just to add regarding the TIA, the TIA was done for the previous rezoning. If you want to do lesser improvements, you have to do a new study. You can't just go minus things off, you have to do a whole new study that has additional costs. Again, we gave them the options. They chose not to do that. Therefore, they're offering to do quite a bit of road improvements that they may not have had to do if they would've restudied it.

Commissioner Bergsman said just so I'm clear, can we just do a run through again on what road improvements you are including.

Patrick Monroe, Traffic Engineer for the Project, said on Beatties Ford Road here, which is the horizontal street, we have approximately 300' right-turn lane that's being installed. This is the southbound approach of the intersection. We're also proposing to extend the left-turn lane on that southbound approach as far back to the driveway that's being proposed, which is the leftover on Beatties Ford. In addition, we have a right-in/right-out access that's going to be installed on Mt Holly-Huntersville with a median to channelize the traffic and with all these improvements the signal would be upgraded and the timing would be improved.

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

Petition #R25-09 Greenway Waste Solutions. Mayor Clark called to order public hearing on Petition #R25-09, a request by Greenway Waste Solutions at North Meck to rezone +/- 220.9 acres near 15300 Holbrooks Road from Special Purpose Conditional District, Neighborhood Residential, Transitional Residential, and Corporate Business, to Special Purpose Conditional District. The purpose of the rezoning is to expand the North Meck Landfill.

Brad Priest, Assistant Planning Director, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 9.*

Commissioner Hunt said I just wanted to ask one question and clarification from Part Two. You have here that NCDEQ401 permit for stream disturbance mitigation was approved as, well as the wetland disturbance mitigation was approved. Just to be clear, that's approving the ability to purchase the mitigation credits.

Mr. Priest said correct. That is for specifically, and we kind of mentioned the two parts of the application, you've got the movement of a stream and you've got the additional fill in where the old stream was going. The 401 and the 404 permit is the literal disturbance of the existing swim buffer area and the permission from the state to do that in giving those mitigation credits for that. That's all that's that about. They're on the process of getting permission from the state to move the stream and that's it. That's where they've gotten so far.

Commissioner Hunt said right, but they don't have it yet, the permission to move the stream

Mr. Priest said not completely, but they're on the road for that.

Mike Griffin, Griffin Brothers Company, said first I just want to thank the Town Board and the Town staff and leaders for your time and dedication to the town. It doesn't go noticed that we're getting late in the night. My name again is Mike Griffin, diversified family businesses has its deep roots in North Mecklenburg and my father in 61 started it. Also, my grandmother used to work at Long Creek Elementary in the fifties, sixties, seventies as the cafeteria manager. She taught us the value of Luke 12:48, so we're proud of our history of investing in the community in the Carolinas. Greenway Waste Solutions has been entrusted with the management of construction waste in North Meck for almost four decades and that we don't take that lightly. *Petitioner PowerPoint attached hereto as Exhibit No. 10.*

We're delighted to announce the opportunity to continue this responsibility for an additional four decades while staying within the same footprint and improving the site's environmental stewardship for generations to come. Brad's correct, there's a lot of moving parts there and I'll try to quickly go through this to hit some. I'd like to first start, what is Greenway Waste Solutions. We specialize in just construction and demolition waste and that's materials you find in new construction and obviously sometimes demolition that's been permitted that doesn't have asbestos and lead paint, we can take that as well. We're also very proud of our MRF. In 2016, as Brad mentioned, we got this approved. We have a material recovery facility or MRF where we can divert waste from our facilities and have a beneficial use of reprocessing that and proud of that process. I'll play most of this, but you can see that it's a pick line. Basically we're picking out materials that we can recycle and reprocess and bring back to in addition to rock crushing and wood grinding.

How do we fit in the community. We talked about this a good bit, super excited, but this is just the kind of regional map. This goes back almost 30 years ago when I helped found the Lake Norman EDC with the three towns that bought what's now Commerce Station. We had this vision still to have the vision where if you look at the east side regional Bryton's kind of mixed-use, this is where job creation, industrial and buffer, we supply good buffer. As Brad mentioned, a lot of development with Vermillion north and some coming east. That's kind of where we fit into that.

We're very proud of our relationship with Holbrooks Road Community Association. Twenty-five years ago we helped take the Pottstown legacy family specific to Holbrooks Road and created a partnership with them where we share revenues and also shared services to help them. We just surpassed \$1 million over the last 25 years with the families. The reason there's 25 families but it's less now so we re-sign our agreement on occasion, most recently 2020. There's now 13 families. In addition to sharing of revenue, we also share responsibility to maintaining lawns for senior citizens and disabled and also anytime there's repairs to their house. I was very happy to get this from Ms. Hampton, the current chairperson of Holbrooks Road, basically highlighting the commitments that we've had over these 25 years and plan to continue to have where we're still in Holbrooks.

Road partnership. I'm not going to really get too deep in this except to say that we recognize we should not be on Holbrook. We've always recognized that. In the year 2000 we paid for the Verhoeff Extension Drive Study in hopes that could be our solution. It still could be our solution at some point, but over time Commerce Station has evolved to where Commerce Station Drive is a possibility as you'll see.

But just in summary, we have paid over \$400,000 for road improvements since we've been on Holbrooks and our customers who bring the debris to us, we did an estimate. They contributed \$4 million specific to the vehicles of the waste that they bring to us, not to the whole regional. So we and our customers have done a good job contributing commitment to improving the roads. Also, often area heights can be an issue. The unique topography, there are natural areas that are 820' to 840' that are almost a stone's throw from our property. So that's why our property is not really visible from other areas unless you're really directly in front of it on Holbrooks. And just a point of reference, the South Wire towers is 1,250' to give you a point of reference of height.

Why is Greenway vital for North Meck. We know one of the bigger things is just the forecasted growth. The last almost four decades we've been busy growing and there's a projection of our region growing 400 new residents between 2020 and 2040. If you look at this heat map, a lot of it's coming north and I guess it makes sense growing up as a kid in the northwest part of the county, the south side seemed to grow quicker and if you look now, so is kind of grown and the future growth is probably more north to serve what's going on in the projections. So kind of the what if. What if we're not there and how do

construction demolition landfills work? Well, there's two in the county. The county itself runs one called Foxhole and Ballantyne and of course us in Huntersville. The way haulers work, they have one container at a house. They have to pick up that one container, bring it to the landfill and go back.

That does not in household garbage pickup, if they do the whole neighborhood and then go to facility, so it's very important to have facilities close to where high growth is like we have here in Huntersville and therefore it does minimize truck traffic, air pollution. So what would happen if we're gone? And my staff, I need to credit Jerry for this. He did the PowerPoint, but as you can see here, if we go away, there's two other facilities outside of the county. One in Lincoln that's got seven years capacity and ours in Harrisburg that has more., If we go away, there's a lot of more heavier impact on key roads that you can see here. And as you can see, that fancy truck, they would have to go to either Foxhole or to Harrisburg, knowing that Lincoln will soon close. I won't hit all these numbers, but basically the estimated traffic would be over 2 million additional pounds of CO2 emitted because of them having to go further to manage the waste.

So what is next for Greenway in Commerce Station in general. I'm super excited about a few things. A lot's going to happen on this map. The one thing I want to talk about is cell tower. The town approved this a while back. The cell tower is up. AT&T will be the first carrier there. I think a lot of folks in Vermilion and around the community will be happy to know that as we're excited. Verizon and T-Mobile will soon follow, but AT&T will be the first in the coming months. Future roads, we helped pay for the Verhoeff Drive Extension to know where that's going to go in hopes that could be our solution for a future road for us. I also want to talk about and just the north/south connector that Brad mentioned and it showed in magenta the part that we've already agreed to give away right-of way for free when that road comes to help accelerate the growth of that and of course to the East Asbury Chapel extension.

The unnamed tributary that runs through our property manages about 350 acres of stormwater and I wanted to kind of highlight what our plan is. As Brad mentioned, we want to abandon the piped part of the stormwater goes under cell two and then the one that goes between cell one and cell two, as you'll see, those will be abandoned and actually technically to be correct, it's already been approved. The Corps of Engineers and state have approved that 401 and 44 so we could move it assuming that this all is happened, obviously can't financially move it. We couldn't do it unless what we call cell three is approved. But if we are able to fortunate enough to get cell three approved, the creeks would be built around the landfill instead of through it. Then that allows, as you can see what we call cell three, we'll be able to put that on there.

Now the other big topic for 25 years is trying to get off Holbrooks Road. Super excited to announce tonight that we have a path. Recently the town approved a development on the Long property that's adjacent to our property. As you can see the road infrastructure at the end of Commerce Station Drive, they'll build roads that will accommodate and go to our property and we'll move our scale house to that side. Our traffic will come over the Verhoeff bridge onto Commerce Station Drive and come in that way, so we'll be able to completely abandon Holbrooks Road. The only use of Holbrooks Road would be for fire emergency. There would be no other traffic, employees or customers. So we're super excited about that. That's been a subject for 25 years. As Brad mentioned too, we've participated in ULI studies of past including the 2017 and our property, the property in yellow, is what we own and control. As you can see, there's a couple parcels within that and the ones to the left is a subdivision that was never developed and Ms. Caldwell and I were brainstorming, and I think it was back in the sixties that that was approved or maybe seventies. It's been never developed. We look forward to working for the individual families that own those parcels plus the two with the hope we can do a collaborative brainstorming

master plan to be consistent with the 2017 ULI. This could be affordability and this could be market rate. This is something that we would look forward to working with the town and the staff and what the public would want. What our hope would be, a collaborative master plan where that's all worked out together. I'm super excited about this. The ULI study did talk about Greenway trails running from the tributary that we would redirect and then hitting the Cane Creek Greenway to go up.

We think we have a much better plan and this was talked about at the ULI in 2017. We're super excited to support that. The big problem I see with this is that you're taking pedestrians walking on a trail right in the middle of an industrial park and there's got to be a better solution and we're convinced the solution is to abandon a portion of the Cane Creek and really take it down Holbrooks Road and that would connect the Waymer fields with the fly field and connect to Cane Creek. More importantly, the legacy families that are there, especially the whole Pottstown. There's a lot of deficiency in sidewalks as Ms. Caldwell mentioned earlier. This would be a 10' wide multimodal path to connect the parks and connect to the creek and we can do this way faster. We would do this as we develop this property and we would anticipate starting to develop this property really in conjunction as we get off Holbrooks.

That would be something that we really look forward to sooner than later. There's a lot on that map. I of course look forward to any questions, but as you can see, we're filling within two facilities. The closed landfill on the right, the one we're working on the left, and we would start at the bottom of that and over 40 years we would fill up in between. It's basically utilizing the existing footprint, not going outside of the footprint. The creek would go around and outside the footprint, but this is what most unique, most complex. Brad has been very generous with his time because it is a very complex process. I did want to touch on the environmental preservation enhancement. This will be discussed in much more detail during the SUP process and also we're working very closely with DEQ and anticipate a lot more refined information to share with you in that October hearing.

I just want to hit a few highlights. Groundwater is tested twice a year per regulations. The interesting thing about this area in the Piedmont, groundwater only moves 5' per year. If there is some situation, we have a minimum 200' buffer from waste to our property line. It gives you estimated 40 years to remediate that problem. We have had a problem before. About a decade ago we had a constituent that came about and we went through a pretty extensive process to remediate it for methane extraction and also during that time out of an abundance of caution, we added water to our three closest neighbors, the house that we own and Mr. Tinsley's here and his wife and the Hamill family. We added city water to make sure that there's an extra buffer of safety and we continue to manage that and we continue to subsidize the water bills as we have gone forward for this last decade.

The good news that constituent is now below regulatory standards, but there has been some recent ones that new manmade chemicals that are coming around, new things that DEQ requires us to test and we are working closely with DEQ and Regenesys and we'll get much more detail in the SUP with that. But I know because of slowness movement of groundwater, the constituents in question are 600' from our property line, so it'd be 120 years before it would actually leave our property. The big thing we're talking to doing this is we're communicating with DEQ as we get started with them is voluntarily capping cell one and cell two with synthetic cap and then voluntarily installing a synthetic liner for the new infill we call cell three. I won't go into much detail, but it's a geo membrane, lots of management, lots of leachate collection. The water is basically collected like a bathtub and treated and when it's all said done to end a cap is put on with geo membrane, with protective cover, soil topsoil and cover vegetation.

It's a very extensive process that we'll do. Rusty Rozzelle, this is kind of sad. Unfortunately he passed not long after this email on May 6th. Rusty had been with the Mecklenburg County Water Quality for

decades and had been working closely with us since 2016. He's the one that really came up with working the creek around the property instead of through it. And really to his credit, I'm sad that he's not here, but we were blessed with his email just saying that he saw the benefit of this surface water quality in the stream. As Brad mentioned too, the town staff sees that benefit. The riverkeeper since 2016 has also been very involved. Instead of reading the whole two page letter, it's just basically they enthusiastically support the changes which remove the possibility of pipe failure, which is what we mentioned and provide onsite stream remediation because he's very involved to know that the new stream will be improved much from the past and also accommodate future growth.

That's a lot to digest. But the summary is that we have already got the state and federal creek redirection approvals. That's separate from the DEQ process and it's really separate from this approval process, but that check mark is happening. Of course, now it's the start of the Town of Huntersville approval. If we're fortunate enough to go forward and have the SUP and have that approved, then we'll start really digging deep with DEQ. Just a reminder, DEQ is a well-run organization. Back in 2007 they created a tax to help properly fund that and that's worked well, but they're providing science based environmental stewardship for the health and prosperity of North Carolinians and we look forward to continue to work with them. In conclusion, the presentation highlights, we're the very first C&D landfill in North Carolina, so we kind of sometimes are the ones that try to be out front with solutions. And I'll just conclude with we look forward to improving the long-term environmental stewardship of our facility.

Commissioner Walsh said you must have known what my first question was going to be about, which is Holbrooks Road. Right now you're capped at 2034. You mentioned coming in off of Verhoeff and moving the whatever that facility is called off, when's that going to happen.

Mr. Griffin said by previous SUP's we're required to be off Holbrooks within a year when we have a solution. That's currently how it is. What I would anticipate the development of this new cell will take a few years. Even if we started let's say in January, it'd take at least two and a half years to prepare that to go. The developer who got approved recently, I haven't talked to them in a month or two, but I think they're full steam ahead. They plan to put their rows in so we can tie off that road.

Commissioner Walsh said is this Commerce Station South.

Mr. Priest said it was the big warehouse development Commerce Station that was proposing to do that. I think they're trying to get construction plans in, but it's a proposed development at this time.

Commissioner Walsh said hypothetically, let's say something happened that you have to be off Holbrooks by 2034.

Mr. Griffin said we anticipate at least by 2030, but I would anticipate sooner. There's a lot of moving parts and we do have a backup offer for that long track. If that developer goes away, we do plan to buy that property, which would then guarantee the path to there. That all will get resolved by November as far as them buying it or us buying it.

Commissioner Walsh said 100 percent we're sunseting traffic on Holbrooks Road by 2034, right?

Mr. Griffin said that's already in the code, but we would anticipate having the ability to get off Holbrooks by 2030.

Commissioner Walsh said then the fencing thing, there's fencing, they're supposed to be 10' non-climbable, there's some, there's not others. Can you just kind of walk us through that.

Mr. Griffin said this is a very remote section and there's a lot of wildlife that travels through there. The fencing is actually kind of a wildlife issue to inhibit where they're going. Honestly, it actually pushed the wildlife more into neighborhoods than it does now. You just can't get to our property. If somebody was trying to illegally dump, there's just no way, they'd have to have a helicopter to get in there. As we mentioned, that topography it can go from 620 to 840 in a really rapid way and so there's no really no need for fence and it would actually be a detriment to wildlife.

Commissioner Walsh said Brad, do you feel there's a need for fence. I just want to make sure we're all on the same page.

Mr. Priest said I think the first step is to just get the plan to show where there's going to be fence and where there's not, and then having that discussion of the topography makes it impractical for anybody, children who are playing nearby who wants to go in the creek and then up a mountain. That's the discussion. I think that's what we're looking for right now is just to update the plan.

Commissioner Walsh said you mentioned something about greenways and I know in the Staff Report it talked about building a 10' side path down Holbrooks. Is that tied into what you were talking about.

Mr. Griffin said we're convinced that the time is now to start looking to do the residential development at Holbrooks, assuming we're off of Holbrooks. I think the first step, we have to be off Holbrooks first. When that happens, we look forward to working with some of their legacy families to brainstorm with the highest and best use. It could be affordability, it could be some hybrid. That's a lot of discussion that we need to have. I think however we can do it within this SUP, because the SUP lets us kind of put things in law, we're willing to recognize that should be developed residentially. We're willing to participate with the town and neighborhood leaders to figure out what that is.

Commissioner Bergsman said I'm not sure if this was on one of the slides and we went over quickly, I apologize, but can you tell me a bit right now with the C&D waste, how many tons each month are going through your facility.

Mr. Griffin said I think we're just north of 100,000 tons a year. Typically, Monday through Friday and a half a day on Saturdays.

Commissioner Bergsman said how would that change with this proposal.

Mr. Griffin said our volume really depends on local growth. The way haulers work is they have to go pick up the debris from the home or the business and they take it to the closest facility in proximity. We pretty much get all of North Meck's waste, whereas Foxhole gets all of South Meck's waste. Our Harrisburg facility does get some from a portion of Mecklenburg, but mainly Cabarrus and then Lincoln County has a landfill that takes most of the waste on that side of the lake. It's because of proximity, it just depends on growth. If Huntersville slows down, our volume slows down, if Huntersville speeds up, the volume will speed up.

Commissioner Bergsman do you have an idea of what your max capacity could be currently.

Mr. Griffin said right now we're probably at approximately, depending on MRF use, we're anywhere from four to eight years left to capacity. If we have no approvals, we will be off the road by 2035 because we have no capacity and that's kind of how that would work. This cross-section kind of gives you a feel. This infill is about 3 million tons and that's expected based on our history, about 40 years of managing North Meck's waste. The other thing is the MRF. If there's products that come from construction that have a higher value, that would be ability to extend the life of the landfill too, because that would be extracted and reprocessed to some beneficial use. John Brown, who's my CEO, has been working hard on looking for solutions to divert waste into alternative uses and we'd love to see conversation, maybe at some point have a facility to help take the waste that we have and reprocess it.

Commissioner Hunt said can we get a copy of this presentation.

Mr. Griffin said Brad has the PowerPoint. That's the first time I got it to 15 minutes. I've got a video presentation I'll send that says. It took 20 minutes, though.

Commissioner Rivers said I see in the Staff Report where you held a community meeting on the 4th of August. I know that there were some residents that were there that were in the Vermilion neighborhood. I'm not quite sure if the residents of Pottstown, I know that you stated that 600' from your property, so it could be over a hundred years for any type of anything to happen. We pray nothing happens. Are you willing to meet with some of the residents that are concerned in the Pottstown community in regards to any contamination or anything?

Mr. Griffin said yes, matter of fact, I had a 30 minute conversation with Ms. Caldwell. We love to argue. I think we're both stubborn. No, it was a wonderful to catch up. I hadn't talked to her in a few years, so yeah, I got her new mobile number and I actually sent her that 20 minute presentation because she said she wasn't going to stay. I've always tried to work with her and I've done here and there when she's asked for some favors of maybe putting down gravel and doing some other things, we've done that. We have a committed focus for the residents on Holbrooks, but we've also done other things when asked.

Commissioner Rivers said I want to commend you on that. Thank you. I also learned that you have also have a scholarship fund as well for the residents on Holbrooks as well.

Mr. Griffin said we've encouraged that. We've contributed the \$1 million and we've done that through basically two checks a year, so 50 checks. The Holbrooks Road Association makes those decisions, but we're very proud of some of the thank you letters we've received from some of the students.

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

OTHER BUSINESS

Update to Police Salary Ranges. Chief Brian Vaughan presented PowerPoint on competitive salaries for a stronger Huntersville PD. *PowerPoint attached hereto as Exhibit No. 11.*

Chief Vaughan requested the Board consider increasing the Huntersville PD starting salary to \$61,000 and increase all existing sworn staff by \$4,800.

Anthony Roberts, Town Manager said obviously we support this. Management supports this and has been working with the Chief on this. This is something we need to do. That's why it is before you tonight.

Mayor Clark said when you hire and recruit and train a new officer and then they leave, how much is the cost to train a new person.

Chief Vaughan said year one, you're looking at \$125,000 – 135,000 investment in year one alone. That just compounds itself as you continue to add training to that officer and that experience to that officer. There's not really a finite number I could put on years two, three, and four, but year one is significant to me. Occasionally you have people that are in rookie school that don't make it that we've hired and occasionally you have people that don't make it through field training, but year one \$125,000 - \$135,000 is a significant investment. You can imagine after four or five years of the training that we've spent that to send people to the specialized training that they get, it has a big impact on us.

Commissioner Bergsman said the \$4,800, that's across everything. I was just wondering what's the rationale for that that versus like a percentage increase.

Chief Vaughan said the \$4,800 is the difference between the existing starting pay and going to \$61,000. I'm afraid if we get into percentages that there's going to be people that don't get as significant of a raise as the person given a flat \$4,800 so all sworn staff is equal to everybody then at that point. If you look at the percentages, obviously somebody that's been here longer, it's a smaller percentage when that happens, but when you have a flat rate that somebody can look at, 5 percent to me may not be the same as 5 percent to a patrol officer that's also watching what's happening.

Commissioner Quarles said I just want to piggyback on what Anthony said. Officers, when you guys go out, you don't know when you're coming back, if you come back home. You guys are our heroes and I think a pay increase is very minor decision. It's an easy decision. You guys again are first responders. We need you. I've been able to establish relationships with many of the officers. I'm out every morning, I'm doing my 9:00 coffee and having conversations with them. If you haven't put a uniform on before, then you probably say, well, I don't think they need an increase, but when you put your life on the line, it means a lot. When you put the badge on, it means a lot. So again, easy decision. We hear the garbage about it, but again, I want to salute you and your officers. Congratulations on the position. I wish we could give more because you guys deserve it.

Commissioner Dumas said I agree that I wish we could give more than the \$61,000 for what you guys do. It's pretty amazing that we have the team that we have right now. And I'm in favor of this, but I do have a question. If we're constantly fighting for that top spot, where does it end? How do we address that for the future? I feel like two years ago we were not having this problem and so clearly other towns responded to us. So how do we avoid doing this every year or two.

Chief Vaughan said I've been at this for 27 years and I think that this is constantly, this is what it is. I gave the analogy earlier of a free agent in sports that they come up at the end of their contract and they see what's more lucrative somewhere else and I think people are seeking for that gratification of the paycheck. I think that where we will continue to be competitive with the support of y'all and the management is starting to look at some of the other aspects of the pay and it not just being this number, but I think again, this is step one early in the process that early in the year, next year as we move into the next budget cycle that we'll start addressing some of the secondary benefits and things that go along with it.

Commissioner Dumas said I'm assuming this happens across the country. Have we looked into any unique solutions. Like I don't know, is there a non-compete option. What if we give them a \$10,000 salary increase and then we say, but you can't leave for 20 years.

Chief Vaughn said my friends that work in other states that are in unions, that's where you find those things. We're a right to work state. We're a state that I can't make somebody sign a contract and say, you have to stay here this long or you owe us this money as much as I'd like to. The second thing that we compete with is that the retirement is a state funded pension. Whatever years that I work at Huntersville PD, I can take that and go to a named PD and that time is still there and I just pick up where I left off as far as the pension goes. I think that the draw here continues to be our crime rate and it continues to be the quality of living and the support that the police department gets from both the staff and the commissioners, but then also the community support as we've seen in the last week. I think those are some of the selling points. I think that we will be in this, I hate to say it, but we're going to be in this constant state of this. And if we falter and let it go two years, this is where we end up.

Commissioner Rivers said first of all thank you for your service. I definitely want to commend you and your fellow officers. Being a public servant is the most challenging profession. Trust me, I have over 20 years of service, so I know and understand. It is important representatives for our town to ensure that we support our staff and we continue to make sure that we retain good quality staff members. I think with this raise along with what we did when we first came into office and brought in the fire department, this shows that we are really retaining our staff and we're supporting our staff and we want to continue to support our staff and that is the draw also in ensuring that we bring in quality staff members and we're showing that we support them as well. Again, thank you for your hard work. Congratulations to you and I will be in support and in favor of this as well.

Commissioner Walsh made a motion to upgrade the Huntersville Police Department starting salary ranges and adjust current officer pay rates accordingly.

Commissioner Quarles seconded the motion.

Commissioner Walsh said Huntersville's most valuable asset is our employees. Our dedicated staff are the ones who truly make Huntersville a wonderful place to thrive. This Board has and will continue to invest heavily in our people. Over a year ago the Town Board acted on the recommendations of the pay study by making broad pay increases across all departments. The Town Board and Mr. Roberts have been in ongoing discussions about the challenges surrounding recruitment at HPD. While pay isn't the only factor, it's certainly a major one. It's difficult to attract new officers whether from BLET or through lateral recruiting when saying come to Huntersville, we pay less than surrounding agencies. With Mr. Roberts' strong commitment to public safety, the Town Board is taking the unusual step of adjusting pay early in the new fiscal year from HPD. We are confident this decision will help attract and retain the talented officers we need to keep Huntersville safe.

Commissioner Hunt said a moment ago Commissioner Rivers mentioned teachers and as a former teacher I can say that a number of my former teacher colleagues are now also former teachers because we have transferrable skills where you can make money doing something else and I would hate to see that happen to our police. I am fully in support of supporting you monetarily because we all have to pay our bills and it's super important that we recognize that.

Commissioner Quarles said I believe that we should give flowers when a person is living. Again you guys are living and showing that we care now versus if something happened, which I hope never in the line of

duty is more important to me than just showing up in a dark suit at a memorial service. I want to make sure that we can do the right thing and show our honor and respect to HPD now.

Mayor Clark called for the vote.

Motion carried unanimously.

CLOSING COMMENTS

Mayor Clark said I extend my thanks to the staff and the Board for supporting me in this past month. It's been very challenging. I reapply appreciate you all for being here for me and my family

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

Approved this the ____ day of _____, 2025.



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: September 16, 2025 Regular Town Board Meeting Minutes

EXPLAIN REQUEST:

Approve meeting minutes.

ACTION RECOMMENDED:

Approve minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 091625DraftForBoard

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**September 16, 2025
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 5:15 p.m. on September 16, 2025.

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

Brian Richards, Planning Director, presented single-family and multi-family development analysis. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

There being no further business, the Pre-meeting was adjourned.

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on September 16, 2025

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

Mayor Clark called for a moment of silence.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS AND PRESENTATIONS

The Rosenwald School #2 100th anniversary celebration is September 20 from 1 p.m. to 5:00 p.m.

The Public Arts Commission currently has an opening.

Huntersville Public Works recently completed a sidewalk extension along NC 115 from Blythe Elementary School to North Mecklenburg High School.

There is a new pedestrian crossing on NC 115 near North Mecklenburg High School.

Constitution Week Proclamation. Mayor Clark proclaimed September 17 through 23 as Constitution Week.

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.

World Peace Day Proclamation. Mayor Clark proclaimed September 21 as World Peace Day.

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.

Mecklenburg County HOMES Program. Yvonne Reed presented Mecklenburg County HOMES Program update. *Refer to PowerPoint attached hereto as Exhibit No. 2.*

Future Verhoeff Drive Alignment. Stephen Trott, Director of Engineering, presented update on the Verhoeff Drive Alignment Study. *Refer to PowerPoint attached hereto as Exhibit No. 3.*

PUBLIC COMMENTS

Bill Fountain expressed concern about Charlotte-Mecklenburg Schools socially promoting students who have not mastered the basics.

Patrick Jakeway requested the Board adopt a resolution to delay referendum on one-cent sales tax for the Red Line Commuter Rail and convene a committee to improve safety on the light rail.

AGENDA CHANGES

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

CONSENT AGENDA

Electric Fund Write-offs. Town Staff and ElectricCities 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.

Commissioner Dumas made a motion to approve Electric Fund write-offs for Fiscal Year 2022. Commissioner Hunt seconded the motion. Motion carried unanimously.

Surplus and Transfer of Police Officer's Handgun. 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, it is requested that this service weapon be considered surplus under the statute and awarded to the surviving spouse of William Broadway Jr.

Commissioner Dumas made a motion to approve surplus and transfer of Police Officer's Handgun. Commissioner Hunt seconded the motion. Motion carried unanimously.

Handgun Purchase Agreement attached hereto as Exhibit No. 4.

On-call Land Development Plan Review Contracts. The Town's Engineering Department requested statements of qualifications from private engineering firms for on-call land development plan review services. The Request for Qualifications was posted on June 16, 2025 and due on July 17, 2025. The Engineering Department received six SOQ's and desires to engage with the top two scoring firms.

Commissioner Dumas made a motion to approve 2025 On-call Land Development Plan Review Contracts. Commissioner Hunt seconded the motion. Motion carried unanimously.

Contracts attached hereto as Exhibit No. 5.

Call for Public Hearing – Pottstown Community Preservation Plan. Commissioner Dumas made a motion to 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. Commissioner Hunt seconded the motion. Motion carried unanimously.

PUBLIC HEARINGS

Traffic Calming – Maple Branch Drive. Mayor Clark called to order public hearing for traffic calming measures on Maple Brach Drive.

Stephen Trott, Director of Engineering, reviewed request for traffic calming measures on Maple Brach Drive. *Refer to PowerPoint attached hereto as Exhibit No. 6.*

Mayor Clark called for public comments.

Ed McCormick addressed the Board representing Northbrook. We are supportive of one hump, but would like to see more. Suggested stationing two police officers at Gilead and Old Statesville to write tickets all day for illegal U-turns and very unique driving behaviors that you see there now until people somehow get used to doing that.

David Helms supported Ed's comments. Expressed concern about safety throughout Retreat and Maple Drive. His grandchildren live on Retreat, across the street from the recreational area. Pointed out that Sherwood Drive between Old Statesville Road and Gilead Road has the same problem and they have five traffic calming devices in that area.

Mayor Clark closed the public hearing.

OTHER BUSINESS

Petition #TA25-09 – Solar Energy Facilities. Petition #TA25-09, Solar Energy Facilities, a request by Burkert USA Corporation to amend Article 9.54 of the Huntersville Zoning Ordinance.

Nathan Farber, Senior Planner, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 7.*

Staff responded to questions from the Board.

Commissioner Bergsman made a motion to approve amendment #TA25-09, a request by Burkert USA Corporation to amend Article 9.54 of the Huntersville Zoning Ordinance, based on the amendment being consistent with EOS 9.1 of the Huntersville 2040 Plan. 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.

Commissioner Dumas seconded the motion.

Motion carried unanimously.

Petition #TA25-04 – Tree Mitigation Maximum. Petition #TA25-04 is a request by the Huntersville Planning Department to amend Article 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.

Jesse James, Principal Planner, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 8.*

Staff responded to questions from the Board.

Commissioner Hunt made a motion to approve Petition #TA25-04, a request by the Huntersville Planning Department to amend Article 7.4 of the Huntersville Zoning Ordinance. It is consistent with Policies EOS-3, EOS-3.1, EOS-4, and the Big Idea: Tree Canopy outlined on Page 84 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest because it supports growth of a mature tree canopy, which will provide significant environmental, stormwater, air quality, economic and community benefits for the Town of Huntersville.

Commissioner Rivers seconded the motion.

Motion carried unanimously.

Appointment of Alternate Members to Planning Board. Staff requests the Board appoint two alternate members to the Planning Board from 16 applicants, each for three-year terms expiring March 21, 2028.

Mayor Clark called for nominations.

Commissioner Bergsman nominated Alyssa Miller and Jennifer Davis.
Commissioner Hunt nominated Alyssa Miller and Jennifer Davis.

Commissioner Quarles nominated Alyssa Miller and Jennifer Davis.
Commissioner Rivers nominated Alyssa Miller and Jennifer Davis.
Commissioner Walsh nominated Alyssa Miller and Jennifer Davis.

Commissioner Walsh made a motion to appoint Jennifer Davis and Alyssa Miller to the Planning Board.

Commissioner Quarles seconded the motion.

Motion carried unanimously.

CLOSED SESSION

Commissioner Rivers made a motion to go into closed session pursuant to NCGS §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.

Commissioner Bergsman seconded the motion.

Motion carried unanimously.

The Board returned from closed session.

CLOSING COMMENTS

Commissioner Quarles congratulated HR for receiving second place in the state for healthy employees

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

Approved this the ____ day of _____, 2024.



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: CRTPO Package - HL-0162 Ervin Cook Rd & Roundabout

EXPLAIN REQUEST:

Consider Resolution to amend CIP and submit an application to CRTPO for additional funding for the Ervin Cook Road Extension & Roundabout portion of the Ervin Cook Road Extension & Roundabout and South Birkdale Commons Parkway Extension project.

ACTION RECOMMENDED:

Approve CRTPO package.

FINANCIAL IMPLICATIONS:

N/A.

ATTACHMENTS:

1. Exhibit A - FY2025 CIP Sheet 11102025
2. Exhibit B - Commitment Letter
3. Sketch of ErvinCook&RAB



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO AMEND THE CAPITAL IMPROVEMENT PROGRAM (CIP) AND APPLY FOR CHARLOTTE REGIONAL TRANSPORTATION PLANNING ORGANIZATION (CRTPO) FUNDING FOR THE HL-0162 ERVIN COOK ROAD EXTENSION & ROUNDABOUT PROJECT

Resolution No. R-2025-27

WHEREAS, the Town of Huntersville has identified and selected the HL-0162 Ervin Cook Road Extension & Roundabout, as a project for the CRTPO's 2025 Fall Call for Projects; and

WHEREAS, the Town of Huntersville hired STV, Inc to complete a preliminary traffic analysis, concept sketch, and cost estimates, used herein for the CRTPO's application requirements; and

WHEREAS, the CRTPO's total funding for the total 2025 Fall Call is \$51,500,000, of which \$40,800,000 is reserved for roadway projects and where no one project can request more than \$10,200,000 which equates to 25% of the roadway projects funding; and

WHEREAS, in the 2024 Call for Project Submissions, the Town requested total amount of \$6,061,902 with a 50% local match which equated to \$3,030,951. The Town was awarded \$406,000 with a Town match of 50% for a total of \$812,000; and

WHEREAS, the Town of Huntersville has amended the FY2025's CIP for the HL-0162 Ervin Cook Road Extension & Roundabout, along with the extension of South Birkdale Commons Pkwy attached as Exhibit A; and

WHEREAS, the Town of Huntersville has prepared the commitment letter for the CRTPO application, formally documenting the local match, attached as Exhibit B.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves the HL-0162 Ervin Cook Road Extension & Roundabout to be submitted for CRTPO funding.
2. The Amendment of the FY2025 CIP, as show in Exhibit A, is approved.
3. The amount and percentage for local dollars matching, per Exhibit B, is approved.
4. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to affect the provisions of this Resolution; and
5. This Resolution shall be effective as of the date its adoption.

Adopted this 18th day of November, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Exhibit A

FY2025 CIP Sheet

Ervin Cook Rd Extension & RAB, along with the extension of South Birkdale									
PROJECT NAME: Commons Parkway Extension				DEPT: Engineering and Public Works					
PROJECT DESCRIPTION: Extend Ervin Cook Road and extend South Birkdale Commons Parkway to a connection to a new Roundabout. This future road section is 2-lanes, curb & gutters, planting strips and Multi-Used Paths on both sides. A culvert or bridge is expected for the South Birkdale Commons Parkway portion. South Birkdale Commons Parkway extension is 100% Town Funded.				PROJECT COSTS:					
				Project spent to date				\$	-
				Remaining to be spent					15,446,266
				Total Project costs				\$	15,446,266
PART A: TOTAL PROJECT BUDGET				\$15,446,266					
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>FY31</u>	<u>Future</u>	<u>Total</u>	
Design / Right of Way / Utility Relocation / Construction for Ervin Cook Rd extension and Roundabout	\$ -	\$ 406,000	\$ 406,000	779,653	\$ 779,654	\$ 2,427,202	\$ 2,427,202	\$ 7,225,711	
								-	
Design / Right of Way / Utility Relocation / Construction for South Birkdale Commons Py extension	-	666,720	666,720	237,819	237,818	3,205,739	3,205,739	8,220,555	
TOTAL	\$ -	\$ 1,072,720	\$ 1,072,720	\$ 1,017,472	\$ 1,017,472	\$ 5,632,941	\$ 5,632,941	\$ 15,446,266	
PART B: FUNDING SOURCES									
<u>DESCRIPTION/DETAIL</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>FY31</u>	<u>Future</u>	<u>Total</u>	
General Fund Appropriation - S Birkdale Commons Py	\$ -	\$ 1,333,440	\$ -	\$ 475,637	\$ -	\$ 6,411,478	\$ -	\$ 8,220,555	
General Fund Appropriation - Ervin Cook Rd	-	406,000	-	779,653	-	2,427,202	-	3,612,855	
Other(Describe) - CRTPO 2024	-	406,000	-	-	-	-	-	406,000	
Other(Describe) - CRTPO 2025	-	-	-	779,654	-	2,427,202	-	3,206,856	
TOTAL	\$ -	\$ 2,145,440	\$ -	\$ 2,034,944	\$ -	\$ 11,265,882	\$ -	\$ 15,446,266	

Exhibit B

Local Match Commitment Letter



Date: October 30, 2025

To: Ms. Jennifer Stafford
Project Development Planner
Charlotte Regional TPO

From: Anthony Roberts
Town Manager – Town of Huntersville

SUBJECT: Local Match Commitment
2025 Fall Call for New and Shortfall Projects
HL-0162 Ervin Cook Rd (formerly Oliver Hager Rd) & Roundabout, along
with the extension of South Birkdale Commons Pkwy

The Town of Huntersville would like to formally document its commitment of \$3,206,856 toward delivery of the Ervin Cook Rd Extension & Roundabout portion of the above project which equates to 50% of the \$6,413,711 cost of this segment of the project. It is our understanding this commitment, of 50%, would result in the award of 25 points within the evaluation criteria.

The Huntersville Town Board action is anticipated to take place on November 18th, 2025 committing the \$3,206,856 of local funds with both a specific action item as well as the formal adoption of the Town's CIP identifying this matching amount. It is anticipated that the source of local matching funds will be from the General Fund Balance. The Town will concurrently commit to an additional \$8,220,555 of local dollars to construct the extension of South Birkdale Common Pkwy to connect to the roundabout to improve the road network on the west side of Huntersville.

As evident by our financial investment in securing the services of STV Inc. in preparing the supporting documentation included in this submittal package, the Town of Huntersville considers these new roads and new roundabout to increase safety with the motorized and non-motorized transportation users in this area.

Thank you for the opportunity to submit this package for consideration and, should additional information be needed, please let us know.

Anthony Roberts
Town Manager

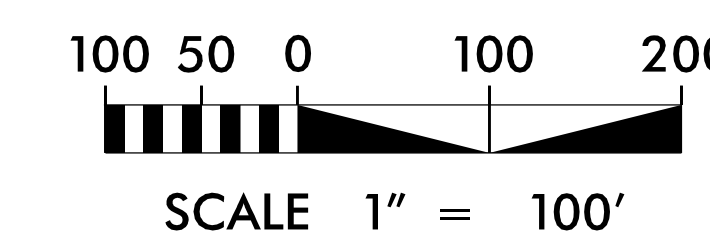
Pattie McGinnis
Finance Director

Engineering&PublicWorks

Post Office Box 664 • 105 Gilead Road, Suite 300 • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

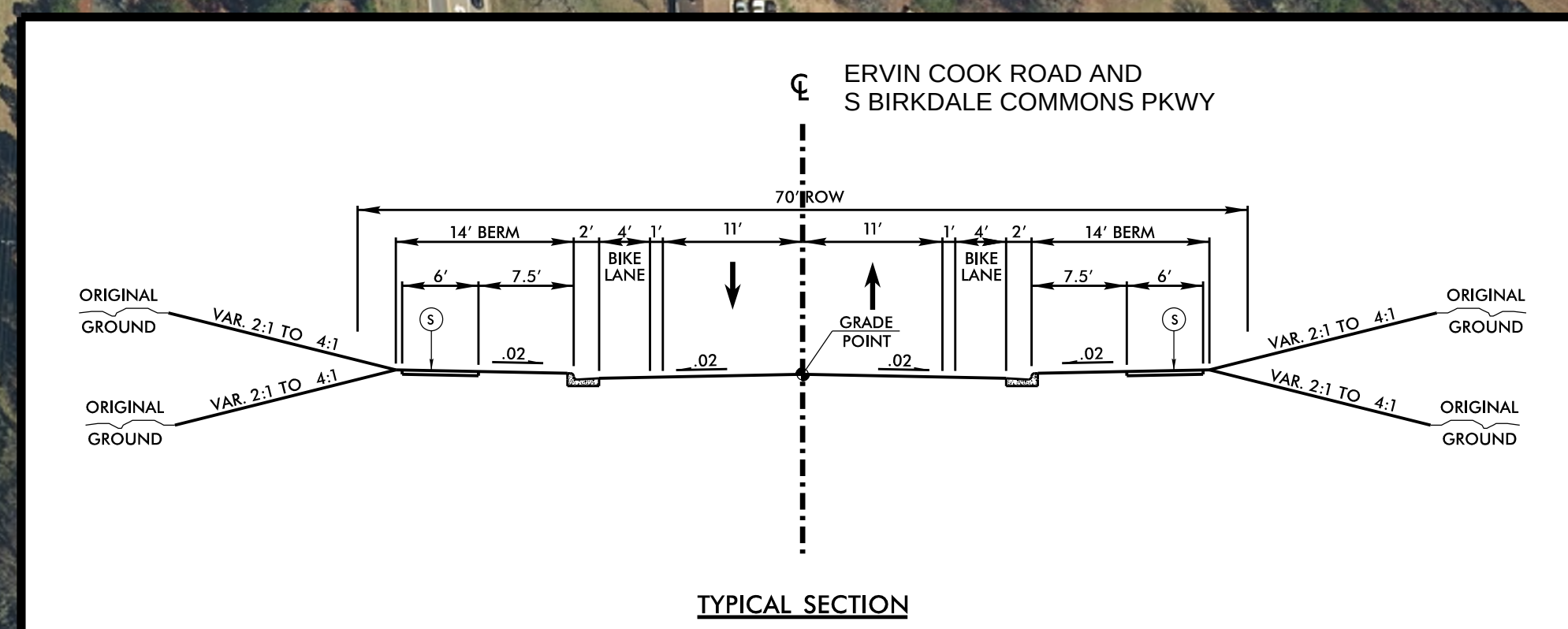
ERVIN COOK ROAD EXTENSION & ROUNDABOUT ALONG WITH THE EXTENSIONS OF SOUTH BIRKDALE COMMONS PKWY 10/29/2025

SUBJECT TO CHANGE WITHOUT NOTICE



DESIGN CRITERIA: OLIVER HAGER ROAD

DESIGN SPEED = 40 MPH
ADT 2022 = 60
ADT 2050 = 1400
MIN. RADIUS = 533'
MAX. GRADE = 10%
MIN. GRADE = 0.3%
SUPER ELEV. RATE = 4%
FUNC. CLASS = URBAN LOCAL
TERRAIN = ROLLING



Portion of Project Requesting
CRTPO 2025 Funding

CUR DATA -OHR-	CUR DATA -OHR-	CUR DATA -BCP-	CUR DATA -ECR-	CUR DATA -ECR-
Plc 12+45.45	Plc 16+72.84	Plc 15+58.49	Plc 14+50.32	Plc 23+26.69
Δc = 15°00'00.0" (LT)	Δc = 07°40'50.0" (RT)	Δc = 34°09'16.8" (LT)	Δc = 25°13'59.6" (RT)	Δc = 40°37'51.9" (RT)
D = 07°09'43.1"	D = 07°09'43.1"	D = 05°43'46.5"	D = 08°11'06.4"	D = 07°32'20.1"
Lc = 209.44	Lc = 107.24	Lc = 596.11	Lc = 308.28	Lc = 538.95
Tc = 105.32	Tc = 53.70	Tc = 307.21	Tc = 156.68	Tc = 281.37
R = 800	R = 800	R = 1,000	R = 700	R = 760
SE = 0.000	SE = 0.000	SE = 0.000	SE = 0.000	SE = 0.000



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: On-Call CEI Contracts

EXPLAIN REQUEST:

The Town's Public Works Department issued a request for qualifications (RFQ) for on-call construction, engineering & inspection (CEI) services on August 11, 2025 with responses due September 3, 2025. The Town received 7 RFQ's with the top 3 scoring firms being STV Inc, RK&K, and AWCK. The Public Works Department wishes to engage with the top 3 scoring firms for on-call CEI services.

ACTION RECOMMENDED:

Approve contracts.

FINANCIAL IMPLICATIONS:

Various.

ATTACHMENTS:

1. On-call services-CEI-RFQ- 2025
2. Final Contract CEI - AWCK
3. Final Contract CEI - RKK
4. Final Contract CEI - STV



REQUEST FOR QUALIFICATIONS (RFQ)

The Town of Huntersville, Public Works Department, desires to engage qualified Private Engineering Firms (PEF) for:

As-Needed On-Call Services for Construction, Engineering, & Inspection (CEI)
Services in Huntersville, North Carolina

Deadline for Submissions: **Wednesday September 3rd, 2025, 2p.m.**

Acceptance Locations By: Mail, Email or Physical addresses below,

Mailing Address:

Town of Huntersville

PO Box 664

Huntersville, NC 28070

Attn: Mark Taylor, PE

Physical Address:

Town of Huntersville

105 Gilead Road, Suite 300

Huntersville, NC 28078

Attn: Mark Taylor, PE

Email Address (preferred):

mtaylor@huntersville.org

1.0 Purpose

The Town of Huntersville (the Town) is requesting Statements of Qualifications from Private Engineering Firms to provide Construction, Engineering, & Inspection (CEI) services. The solicitation and selection of these services shall be conducted in accordance with the Town's standards and terms.

The Town of Huntersville may select two (2) to four (4) firms based on the number of applicants to provide on-call CEI services. The period covered by the selection will be three (3) years from the date of contract acceptance. Individual project assignments will be determined at the discretion of the Town. Utilization of any selected firm is at the discretion of the Town. The initial amount of each task order shall not exceed a total of Fifty Thousand Dollars (\$50,000.00). In the event completion of a specific Work Task will exceed \$50,000.00, the total amount of the contract may be increased by mutual written agreement of the parties. Work under a contract shall be assigned on an as-needed basis to be determined by the Town in its sole and absolute discretion. Contract award does not authorize Notice to Proceed (NTP). Should a contract be activated, the Town will issue a formal NTP on a task order basis. After firm(s) are selected, selected firms will submit pricing proposals when contacted.

2.0 Project Description

Construction, Engineering, & Inspection (CEI) services selection will be at the sole discretion of the Town on an as needed basis. CEI services may include a range of projects, including but not limited to: holding pre-construction meetings, performing contract administration, daily inspection, coordinating material sampling and testing, documentation of pay quantities, claims avoidance of projects including sidewalk installation, curb & gutter, grading, paving, resurfacing, drainage, pedestrian bridges, and other pedestrian improvement projects.

3.0 Scope of Services

The PEF shall provide CEI services, in accordance with all applicable Town, State, and Federal laws, ordinances, and guidelines. This contract will be used for CEI services for both Federally/State funded projects and Town only funded projects.

The Town has several capital projects that include, but are not limited to, the installation of sidewalk, curb and gutter, grading, paving, resurfacing, drainage installation and other pedestrian improvement and pedestrian bridge projects. The selected firm(s) will be expected to provide inspection services, including, but not limited to, holding pre-construction meetings, performing contract administration, daily inspection, coordinating material sampling and testing, documentation of pay quantities and claims avoidance. The primary/subconsultant firms shall be pre-qualified by the Town and be familiar with the required paperwork submittals for State and Federal projects.

The primary and/or subconsultant firm(s) shall be pre-qualified by the Town to perform any combination of the Discipline Codes listed below.; Discipline Codes required are:

- 195 - Roadway Construction Engineering & Inspection
- 233 – Structures Construction Engineering & Inspections
- 289 – Signal Systems Inspection

WORK CODES for each primary and/or subconsultant firm(s) SHALL be listed on the respective RS-2 FORMS (see section ‘SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS’).

The selected firm will report directly to the Town’s Director of Public Works and/or his representative.

The successful proposer must comply with all provisions of the Americans with Disabilities Act (ADA), the Equal Employment Opportunity Act (EEOA), and all rules and regulations promulgated thereunder. By submitting a proposal, the successful proposer agrees to indemnify the Town from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA, EEOA, or the rules and regulations promulgated thereunder.

Any firm wishing to be considered must be properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveyors (NCBELS) and must be properly authorized to conduct business in the state of North Carolina. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the North Carolina Board of Examiners for Engineers and Surveyors (NCBELS). The Engineers performing the work, and in responsible charge of the work, must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Statement of Qualification. The firm must have the financial ability to undertake the work and assume the liability. The firm must have an adequate accounting system to identify costs chargeable to the project.

The selected firm may be required to submit such financial information as reasonably requested by the Town to demonstrate the financial ability to perform the work.

The Huntersville Board reserves the right to select qualifying Firms which can provide the services requested in this RFQ and to reject any and all Statements of Qualifications for any reason and at any time and to waive minor informalities. The Town further reserves the right to forgo on-call services from selected on-call PEFs and advertise for professional services for any project it deems necessary.

4.0 Prequalification

The Town is committed to providing opportunity for small and disadvantaged businesses to perform on its contracts. The Town welcomes and encourages Small Professional Service Firms (SPSF) and Historically Underutilized Businesses (HUB) to participate in this LOI. The Firm, sub-consultant and sub-firm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

5.0 Selection Process & Submission Schedule

The selection of a PEF to provide the above stated services will be handled in accordance with the following process:

- a. Submission and review of Statement of Qualifications by the Town selection committee. In order to be considered for selection, consultants must submit a complete response to this RFQ prior to the specified deadline. It shall be the sole responsibility of the firm to make sure that their Statement of Qualification and included submittals are received by the Town on or before the deadline. Any Statement of Qualification, and included submittals, not received by the deadline will be disqualified from consideration.
- b. The selection committee will rank the PEFs.
- c. The Town may, at its discretion, conduct interviews of the firms selected.
- d. The PEFs will be contacted in order of ranking. If the Town and the top 1 or 2 ranked PEFs cannot agree on a contract, then the next ranked firm will be contracted and so on.

The submission schedule is as follows:

- a. Deadline for RFQ Submissions – September 3, 2025 at 2pm
- b. Firm Selection and Notification – Anticipated October, 2025

6.0 Evaluation

Submittals with any pricing or unit costs by the PEF may NOT be submitted.

All firms who submit a responsive Statement of Qualifications will be considered through a Qualified Base Selection (QBS) process. If awarded, the work will be awarded to the best qualified firm(s), submitting a responsive proposal, on the basis of demonstrated competence and qualification for the type of professional services to be rendered. The evaluation of firms submitting letters of interest for this project will be based on the following considerations and their respective weights:

- Work Experience (20%). The background, education, and experience of the respondent in providing similar services elsewhere, including and especially the level of experience in working with municipalities, and the quality of services and management performed.

Determination that the selected respondent has no contractual relationships that would result in a conflict of interest to the Town's contract. Proposer should include a list of similar projects within the last five (5) years that have been completed by the proposed project team.

- Understanding of CEI Requirements and Responsibilities (Services and Management) (25%). The proposer's demonstrated understanding of the nature and management of CEI services. Proposals should note pertinent details that would help exhibit clear understanding of potential project obstacles/challenges and how they will be addressed by the team.
- Staff Experience and Availability (30%). The experience of the firm's proposed staff to perform and manage this type of work and the availability of staff that will be assigned to this project.
- Past Performance (25%). How a proposer has performed on previous projects for public entities. The proposer will be evaluated on client satisfaction from previous projects.

North Carolina firms qualified to do the required work will be given priority consideration in compliance with NCGS 143-64.31(a1). A North Carolina firm is a firm that maintains an office in North Carolina staffed with an adequate number of employees judged to be capable of performing a majority of the work required.

7.0 Submittal Document Requirements

All Statements of Qualifications are limited to fifteen (15) pages inclusive of the cover sheet (RS-2 forms are not included in the page count), and shall be typed on 8 ½" x 11" sheets, singled spaced, one sided. Electronic proposals in ADOBE Acrobat/Bluebeam (.pdf) format are preferred.

Statements of Qualifications containing more than fifteen (15) pages will not be considered.

A. Section I – Cover/Introductory Letter

The introductory letter should be addressed to Town of Huntersville, Public Works Department, Attn: Mark Taylor. Said letter should contain the following elements of information:

- Expression of firm's interest in executing the work.
- Statement of understanding of services listed in RFQ.
- Statement of whether firm is properly registered with the NCBELS.
- Date of most recent professional/private engineering firm qualification.
- Statement of any possible conflicts of interest.
- Location of office(s) where any designated key personnel or key team members and the majority of staff supporting this contract will be working from; and
- Summation of information contained within the letter of interest, including an email address and telephone number for the firm's contact person.

B. Section II – Firm Qualifications;

This section should contain information about firm qualifications and other factors listed in the advertisement such as:

- A synopsis of recent, similar projects the firm, acting as the prime or sub-contractor, has conducted (within the past 5 years) which demonstrates its ability to conduct and manage project CEI; include the date completed, and client contact person (phone number and email at minimum).

If subconsultants are involved, provide corresponding information describing their qualifications as requested in the above bullet point.

C. Section III – Team Experience;

This section should contain the following information:

- This chapter must provide the names, certifications, and location of the firm's North Carolina employees and resources to be assigned to the advertised work; and the professional credentials and experience of the persons assigned to the project, along with any unique qualifications of key personnel.
- Standard Personnel resumes may be included - identify pertinent team experience to be applied to this project. Specifically, the Town is interested in the experience, expertise, and total quality of the consultant's proposed team. If principals of the firm will not be actively involved in the study/contract/project, do not list them.
- Submittal shall clearly indicate the Consultant's Project Manager, other key Team Members and his/her qualifications for the proposed work.
- Include the team's organizational chart for the Project/Plan.
- Include Capacity Chart/Graph or other verbiage explaining firm(s) ability to provide the needed work force.
- Any other pertinent information should also be listed in this section.

Note: If a project team or subconsultant encounters personnel changes of the Consultant's Project Manager or other Team Member designated as Key Personnel, or any other changes of significance dealing with the company, e.g., change of ownership, the Town should be notified immediately. The Consultant should also include a note indicating their intent to assign the Project Manager and other Team Members designated as Key Personnel to the project for the entire project duration.

D. Section IV – Technical and Management Approach;

This section should contain the following information:

- The consultant shall provide information on its understanding of the role of a CEI inspector and his/her support staff, e.g., Project Manager, alternate inspector, and the firm's technical and management approach or plan to support the Town's projects.
- This should include the firm's experience in managing other CEI contracts, and should include their envisioned scope for the work and any innovative ideas/approaches.

8.0 Communications

Meetings with individual Town staff members regarding this RFQ are prohibited. To communicate any questions regarding the proposal please submit them in writing via email to Construction

Engineer, Mark Taylor at mtaylor@huntersville.org no later than September 3rd, 2025. Include your name, company, email, and direct phone number for efficient correspondence. If a question of general concern is asked by any firm, a copy of the written response will be sent to all known interested firms.

9.0 General Terms and Conditions

The Town reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities or to accept submittals or portions thereof, which, in the Town's judgment, best serve the interest of the Town.

The Town reserves the right to allow alterations, modifications, or revisions to individual elements of the Scope of Services any time during the period of contracts, which result from this RFQ.

Contract Process- Selected firms will be invited to execute an agreement containing the Town's standard terms and conditions (Attachment A). The agreement shall not guarantee for project work and shall not represent a paid retainer for services. If the Town and the PEF cannot come to terms regarding scope and/or fee for any project, either party may, at their discretion, terminate further discussions on that project and the Town will contact another on-call firm.

Non-Warranty of Request for Qualifications

Due care and diligence has been used in preparing this RFQ. However, the Town shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the firm to ensure that they have all information necessary to affect their submittals.

Submittal Costs - Any cost incurred by respondents in preparing or submitting a Statement of Qualifications for the Project shall be the Proposer's sole responsibility.

Ownership of documents - All documents, responses, inquiries or correspondence relating to this RFQ will become property of The Town when received. Drawings, tracings, specifications, reports, models, computer discs, rendering, copyrights and all other documents to be prepared and furnished by the Consultant pursuant to specific projects undertaken by the successful Proposer are the sole property of The Town, whether the project for which they are made is executed or not.

Americans with Disabilities Act Compliance - The accessibility of all work shall comply with the Americans with Disabilities Act and the North Carolina Accessibility Code.

Applicable Laws – By the submission of an SOQ, the firm represents to the Town that it is familiar with the laws applicable to public contracts, including but not limited to N.C.G.S § 133-1 (Conflict of Interest) and § 133-32 (Regulation of Gifts and Favors), and if awarded a contract with the Town, that the firm will comply with all such laws in the performance of such contract.

Acceptance – The Town expects to select one or more firms but reserves the right to request substitution of sub-consultants. The Town also reserves the right to reject any or all responses to this RFQ, to advertise for new RFQ responses, or to accept any RFQ deemed to be in the best interest of the Town.

Collusion – The firm, by submitting a SOQ, declares that the submission is made without any previous understanding, agreement, or connections with any persons, Firms or corporations making a competing submission on the same project, and that it is in all respects, fair and in good faith without any outside control, collusion, or fraud.

Terminate Services – The Town reserves the right to terminate the professional services contract of the selected consultant based on consultant non-performance (ex: schedule, responsiveness, quality of design, accuracy of documents etc.) and on the consulting firm's workload and availability of the staff included in the team as described in the firm's Statement of Qualifications. The Town reserves the right to remove any or all work described in section 2.0 Project Description of this RFQ and issue a new task order to another selected firm or a new RFQ for any portion of the work.

ATTACHMENT A



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

CONTRACT FOR ON-CALL CEI SERVICES

Firm: Name _____

Address _____

City, State, Zip _____ **Phone** _____

Project Manager Name _____

Project Manager email _____

PROJECT:

ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and (the "Firm") located at.

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 3 years, ending on _____, ____/____.
8. Not to Exceed. This Contract is not to exceed a total dollar amount of \$3,000,000.00.

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

Firm

Name:

Name of Firm (type or print)

By:

(Signature)

Title:

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

Attest:

(Secretary, if a corporation)

Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

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

the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent allowed by law.

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

9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.
When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.
10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and

specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.

15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. Contractor warrants that all Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship.** All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Services provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually

delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.

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

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

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

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

Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

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

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

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

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

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

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

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

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

c. **Automobile Liability.**

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

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

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

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

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

f. **Pollution Liability.**

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

g. **Umbrella Coverage.**

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

h. **Other Insurance.**

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

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

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

EXHIBIT C

FIRM'S SCOPE OF SERVICES

EXHIBIT D

FIRM'S FEE SCHEDULE

Services	Fee Type	Fee
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]



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

CONTRACT FOR
CONSTRUCTION,
ENGINEERING, & INSPECTION
(CEI) SERVICES

Firm: Name Alley, Williams, Carmen & King, Inc. **PROJECT:** On-Call CEI Services
Address 120 S Main St **ADDRESS:** Huntersville, NC
City, State, Zip Kannapolis, NC 28081 **Phone** 704-938-1515
Project Manager Name David W. Lipe, PE
Project Manager email dlipe@awck.com

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and 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 3 years, ending on _____, _____, _____.
8. Not to Exceed. This Contract is not to exceed a total dollar amount of \$3,000,000.00.

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

Firm

Name:

Alley, Williams, Carmen & King, Inc
Name of Firm (type or print)

By:

David W. Lipe
(Signature)

Title:

VICE-PRESIDENT

Attest:

Sharon 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
CONSTRUCTION,
ENGINEERING, & INSPECTION
(CEI) SERVICES

Firm: Rummel, Klepper & Kahl, LLP
Address 10150 Mallard Creek Road, Suite 300
City, State, Zip Charlotte, NC 28262 **Phone** 704-438-3752
Project Manager Name Greg Jones
Project Manager email gjones@rkk.com

PROJECT: On-Call CEI Services
ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Rummel, Klepper & Kahl, LLP (the "Firm") located at 10150 Mallard Creek Road, Suite 300, Charlotte, NC 28262

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 3 years, ending on _____, _____, _____.
8. Not to Exceed. This Contract is not to exceed a total dollar amount of \$3,000,000.00.

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

Firm

Name:

Rummel, Klepper & Kahl, LLP

Name of Firm (type or print)

By:

Miriam Kronisch

Digitally signed by Miriam Kronisch
DN: E=mkronisch@rkk.com,
CN=Miriam Kronisch,
OU=Internal, OU=UserAccounts,
DC=ad, DC=rkk, DC=com
Date: 2025.10.22 14:17:07-04'00'

(Signature) Miriam Kronisch, PE, CCM

Title:

Partner

Attest:

(Secretary, if a corporation)

Town of Huntersville

Town Manager

Attest:

Town Clerk

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

Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

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

g. **Umbrella Coverage.**

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

h. **Other Insurance.**

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

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

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

EXHIBIT C

FIRM'S SCOPE OF SERVICES

EXHIBIT D

FIRM'S FEE SCHEDULE

Services	Fee Type	Fee
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]

Exhibit E

Firm's Hourly Rates for Additional Services

Job Classification	Hourly Rate
Transportation Technician 1	\$82.00
Transportation Technician 2	\$90.00
Transportation Technician 3	\$99.00
Transportation Technician 4	\$112.00
Assistant Project Manager	\$148.00
Project Manager	\$154.00



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

CONTRACT FOR
CONSTRUCTION,
ENGINEERING, & INSPECTION
(CEI) SERVICES

Firm: STV Engineers, Inc.
Address 2151 Hawkins St, Suite 1400
City, State, Zip Charlotte, NC, 28203 **Phone** (704) 372-1885
Project Manager Name Kristin White
Project Manager email kristin.white@stvinc.com

PROJECT:
ADDRESS: Huntersville, NC

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and STV Engineers, Inc. (the "Firm") located at 2151 Hawkins St, Suite 1400, Charlotte, NC, 28203.

WITNESSETH:

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

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

The Firm agrees to provide professional engineering services as needed to complete each project. Such professional engineering services for each project shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits C and D, which are incorporated herein by reference. A new Notice to Proceed shall be attached with each new project and task order. The terms of this Contract shall apply to each project, unless otherwise agreed. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit C that are requested by the Town or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit E, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the 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.) after giving written notice and opportunity to the Firm to cure the allegations of breach of contract. 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. 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 actual hours incurred to perform the 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 3 years, ending on _____, _____.
8. Not to Exceed. This Contract is not to exceed a total dollar amount of \$3,000,000.00.

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

Firm

Name:

STV Engineers, Inc.

Name of Firm (type or print)

By:

DocuSigned by:

Claire Brinkley

DB990166CF81464...

(Signature)

Title:

Vice President

Attest:

Signed by:

David Black

A4326F356C264A0...

(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. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
6. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.

7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.

13. **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.
14. **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.
15. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
16. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
17. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
18. **Standard of Care.** The Contractor agrees it shall adhere to all applicable 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 agrees that any finished work completed hereunder shall also adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. This representation 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 agrees that all Services will be performed in a professional manner in accordance with the applicable standard of care. This express representation is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed.

19. **Quality and Workmanship.** All work shall be performed in accordance with the Standard of Care.
20. **Default.** The Town may terminate the Contract, in whole or in part, with prior notice upon breach of the Contract by giving opportunity for the Contractor to cure any alleged breach. 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.
21. **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.
22. **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.
23. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
24. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
25. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
26. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
27. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
28. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
29. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
30. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
31. **Authority to Sign.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.

32. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
33. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
34. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
35. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

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

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

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

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. **Professional Liability.**

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

e. **Pollution Liability.**

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

f. **Umbrella Coverage.**

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

g. **Other Insurance.**

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

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

11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
13. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives, and subcontractors. The Contractor's obligation to 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****STV Hourly Loaded Billing Rates 2025-2026***

Classification	Loaded Rate
Contract Manager	\$315
Senior Project Manager	\$260
Project Manager	\$200
LAP Liaison	\$200
Technical Advisor	\$200
Senior Construction Manager	\$235
Construction Manager	\$200
Senior Construction Inspector	\$160
Construction Inspector	\$130
Junior Construction Inspector	\$115
Construction Inspector Trainee	\$95
Senior Signal Inspector	\$155
Signal Inspector	\$130
Senior Utility Inspector	\$180
Utility Inspector	\$130
Office Technician	\$120
Senior Utility Coordinator	\$190
Utility Coordinator	\$120
Senior Surveyor	\$170
Surveyor	\$140
Drone Operator	\$150
Construction Materials Testing	see following page

*Rates in effect through December 31, 2026

Terracon Hourly Loaded Billing Rates**Construction Materials Testing Services
Charlotte, North Carolina****2025/2026 UNIT RATE FEE SCHEDULE****STV Inc.****PERSONNEL/FIELD SERVICES**

1.	Field Technician, per hour	\$ 98.00
2.	NCDOT Certified Field Technician, per hour.....	\$ 120.00
3.	Certified Welding Inspector, per hour.....	\$ 160.00
4.	Field Engineer, per hour	\$ 135.00
5.	Assistant Project Manager, per hour	\$ 155.00
6.	Project Manager/Engineer, per hour	\$ 185.00
7.	Senior Project Manager/Engineer, per hour.....	\$ 205.00
8.	APR/Principal, per hour	\$ 225.00
9.	Clerical, per hour.....	\$ 98.00
10.	Direct Expenses	\$Cost + 15%
11.	Truck/Trip Charge, each	\$ 75.00
12.	Nuclear Gauge/Dynamic Cone Penetrometer, per day	\$ 75.00

LABORATORY SERVICES

1.	Percent Fines (Wash 200 sieve), each	\$ 105.00
2.	Sieve Analysis, each.....	\$ 115.00
3.	Particle Size Analysis (With Hydrometer), each.....	\$ 135.00
4.	Natural Moisture Content Test, each.....	\$ 25.00
5.	Atterberg Limits Test, each.....	\$ 110.00
6.	Standard Proctor Compaction Test, each	\$ 210.00
7.	Modified Proctor Compaction Test, each	\$ 245.00
8.	Standard Proctor Compaction Test (with Rock Correction), each	\$ 255.00
9.	CBR Testing, per point.....	\$ 250.00
10.	Concrete:	
	a) Compressive Strength Testing of 4" x 8" or 6" x 12" Concrete Cylinders, each	\$ 25.00
	b) Flexural Strength Testing of Concrete Beams, each	\$ 50.00
	c) Compressive Strength Testing of 2" x 2" Mortar Cubes, each.....	\$ 30.00
	e) Compressive Strength Testing of Concrete Cores, each.....	\$ 75.00
11.	Asphalt:	
	a) Thickness and Density Testing, per sample.....	\$ 95.00
	b) Asphalt Maximum Theoretical Specific Gravity (Rice) Testing, each.	\$ 300.00
	c) Asphalt Content and Aggregate Gradation, each	\$ 300.00
	d) Bulk Sample Full Mix Series Tests, each	\$ 950.00

NOTE: Overtime, at a rate of 1.5 times the standard rate, is charged for field services for time over 8.0 hours per day, hours prior to 6:00 a.m. and past 6:00 p.m. and for Saturdays, Sundays, and holidays. Time charged is based on portal to portal between Terracon's Charlotte office and the job site. A minimum charge of 4 hours will be billed for field services. For same day service requests, services will be billed to match the personnel rate of the available individual in addition to an additional fee of \$200.



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Resolution to acquire property for the Gilead Road West project

EXPLAIN REQUEST:

Resolution to acquire property by process of eminent domain for the three parcels listed in Exhibit A which are necessary for the construction of the Gilead Road West widening project.

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

Transportation Reserve funds.

ATTACHMENTS:

1. Resolution to Acquire Property - 11.18.25 - condemnation



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACQUIRE PROPERTY NECESSARY FOR THE
CONSTRUCTION OF GILEAD ROAD WEST**

Resolution No. R-2025-28

WHEREAS, the Town of Huntersville (the "Town") has determined that the acquisition of property is necessary for the construction of Gilead Road West (the "Project"); and

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

WHEREAS, the Town has certified that the parcels ("the Property"), represented on Exhibit A, is needed for the Project; and

WHEREAS, on June 21st, 2022 the Town Board authorized the acquisition of the Property at a price not to exceed the Property's appraised value and permitted Administrative Adjustments; and

WHEREAS, the Town could not acquire the property by negotiations at the authorized price.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board approves and authorizes the acquisition of the necessary property as described on Exhibit A by instituting and pursuing acquisition by the process of Eminent Domain according to the procedures contained in Chapter 40A, including but not limited to, giving notice of intent to the property owner, executing and filing a complaint and declaration of taking, and depositing the amount estimated to be just compensation with the Clerk of Superior Court of Mecklenburg County; and
2. The Town Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and
3. This Resolution shall be effective as of the date its adoption.

Adopted this 18th day of November, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A - PARCEL INDEX

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
6	015-105-23	Charles Daniel Eggleston, Amy Quesinberry Eggleston
41	009-201-30	Joe Bost Ranson
46	009-201-32	Joe Bost Ranson, Peggy P Ranson



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Heather Maloney, Transportation Planner

Subject: Safe Streets and Roads for All (SS4A) Grant Agreement

EXPLAIN REQUEST:

This request is for the Town Board to approve the grant agreement between the Town of Huntersville and FHWA for the Safe Streets and Road for All (SS4A) Grant that was awarded to the Town to conduct a study of the safety of our roadways. The Town was awarded \$240,000 in grant funding to complete a safety action plan, and in doing so the Town will be eligible to apply for additional grant funding to build roadway projects that address the safety issues identified in this safety action plan.

ACTION RECOMMENDED:

Approve and sign the grant agreement.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. SS4A FY24 Grant Agreement Huntersville NC
2. SS4A FY24 Terms and Conditions -3172025
3. SS4A FY24 Exhibits - 3172025

1. **Federal Award No.**
693JJ32640220
2. **Effective Date**
See No. 16 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
Town of Huntersville
PO Box 664
Huntersville, NC 28070-0664
Unique Entity Id.: L5J4WAJMKNU7
TIN No.: 56-6001252
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award – 24 months
7. **Total Amount**
Federal Share: \$240,000.00
Recipient Share: \$60,000.00
Other Federal Funds: \$0.00
Other Funds: \$0.00
Total: \$300,000.00
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA. Pub. L. 117–58, November 15, 2021)
10. **Procurement Request No.**
HSA250171PR
11. **Federal Funds Obligated**
\$240,000.00
12. **Submit Payment Requests To**
See Article 5.
13. **Accounting and Appropriations Data**
15X0176E50.0000.055SR50500.5592000000.4
1010.61006600

14. Description of the Project

This project will include a townwide safety analysis to identify and prioritize current and future areas of focus to reduce fatalities and injuries on our roadways, from all modes of transportation. It will culminate in the creation of a safety action plan that outlines steps and strategies to address the identified roadway safety needs.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: Anthony Roberts
Title: Town Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Ryan Buck
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE

FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation’s (the “**USDOT**”) Federal Highway Administration (the “**FHWA**”) and the Town of Huntersville (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“**SS4A**”) Grant for the Safe Roads Action Plan for Huntersville.

The parties therefore agree to the following:

ARTICLE 1

GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All (“**SS4A**”) Grant Program, “dated March 17, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2024.” Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Safe Roads Action Plan for Huntersville

Application Date: 05/15/2024

2.2 Award Amount.

SS4A Grant Amount: \$240,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase, as follows:

The Town of Huntersville will issue a request for qualifications to identify a consultant to conduct research and prepare the plan. With the consultant's assistance, the Town of Huntersville will develop a townwide comprehensive safety action plan that will identify strategies, action steps, and projects designed to eliminate roadway deaths and serious injuries in our Town. The action plan will include the following components as required by the SS4A program: leadership commitment and goal setting, planning structure (committee/task force), safety analysis, engagement and collaboration, equity considerations, policy and process changes, strategy and project selections, and progress and transparency.

A townwide safety analysis will be conducted to identify and prioritize strategies and actions to reduce fatalities and injuries and to improve the roadway conditions that contribute to crashes that result in fatalities and injuries. The primary goal will be to reduce fatalities and injuries from all modes of transportation. Part of the safety analysis will be a High-Injury Network (HIN) analysis to better understand where higher rates of roadway injuries and fatalities are occurring. In addition, a qualitative analysis using community-based meetings and neighborhood walk audits will be used to identify infrastructure deficiencies and transportation system conditions that present safety issues and/or barriers to safe travel, connectivity, and access to destinations and services in town. Additional analysis may be conducted based on preliminary results from the HIN analysis and qualitative analysis, including but not limited to systemic safety analysis, roadway elements inventory (MIRE), road safety audits, speed studies, and policy review of the Town's transportation policies and ordinances (e.g., traffic-calming policy, Traffic Impact Analysis ordinance).

This quantitative and qualitative safety analysis will be used to identify needs and opportunities to improve safety that will inform the development of strategies and actions to guide the implementation of projects, policies, and programs, including performance measures, to make progress toward eliminating roadway deaths and injuries.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	May 31, 2027
Planned SS4A Final Report Date:	September 30, 2027

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$240,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$0
In-Kind Match:	\$60,000
Other Funds:	\$0
Total Eligible Project Cost:	\$300,000

(b) Reserved

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Heather Maloney
Principal Transportation Planner
Town of Huntersville
PO Box 664
Huntersville, NC 28070-0664
704-766-2214
hmaloney@huntersville.org

4.2 Recipient Key Personnel.

Name	Title or Position
Heather Maloney	Principal Transportation Planner
David Peete	Principal Planner – Long Range
Lora Mastrofrancesco	Transportation Engineer, P.E.
Patrick Patterson	Planner II
Frances Tucker	GIS Coordinator

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – North Carolina
Agreement Officer's Representative (AOR)
310 New Bern Avenue, Suite 410
Raleigh, NC 27601
919-856-4346
NorthCarolina.FHWA@dot.gov

and

Kevin Washington
North Carolina Division Office Lead Point of Contact
Competitive Grants Program Specialist
310 New Bern Avenue, Suite 410
Raleigh, NC 27601
919-747-7353
NorthCarolina.FHWA@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a

financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.6** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Municipal limits of the Town of Huntersville and its Sphere of Influence

Baseline Measurement Date: September 30, 2025

Baseline Report Date: November 30, 2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: The original application listed a Period of Performance of 9 months (09/01/2024 through 06/30/2025). This is not a sufficient start date or timeframe for completion of a well-done and thorough comprehensive safety action plan. 15 months has been added to the Period of Performance for a total of a 24-month Period of Performance.

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

All work for this Project will be conducted consistent with the recipient’s hiring, employment, and procurement standards and thus support good-paying jobs. The Project will allow for free and fair choice to join a union, consistent with applicable law.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

ATTACHMENT G

[RESERVED]

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT
PROGRAM:
FHWA PROJECTS

Date: June 13, 2024
Revised: October 1, 2024
Revised: March 17, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “IIJA”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 27.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10

AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11

STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
 - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:
 - (1) the "Non-Federal Funds" amount decreases; or

- (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
 - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
 - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

- 12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.
- 12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.
- 12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.
- 13.3 Final Performance Progress Reports and Financial Status.** No later than 120 days after the end of the period of performance, the Recipient shall submit:

- (1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 14

PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report.

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
 - identified in the grant application; and
 - measured by data to the maximum extent practicable;
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15

NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

- (1) after considering the Recipient's response under section 15.1(b); or
- (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

- (1) additional conditions on the award;
- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2024” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (21) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - glass (including optic glass);
 - fiber optic cable (including drop cable)
 - lumber;
 - engineered wood; and
 - drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Project” means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

“Section 70917(c) materials” cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract

for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards.

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21

AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications. The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22

[RESERVED]

ARTICLE 23

[RESERVED]

ARTICLE 24 LABOR AND WORKFORCE

24.1 Labor and Workforce. Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 25 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

25.1 Critical Infrastructure Security and Resilience.

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

ARTICLE 26 CIVIL RIGHTS AND TITLE VI

26.1 Civil Rights and Title VI

- (a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) "**Existing**" means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "**New**" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 27

FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

27.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

27.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

(b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all

applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

- (c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

27.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

27.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

27.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

27.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R part 175: Award term for Trafficking in Persons; and

- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

27.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 28 ASSIGNMENT

28.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 29 WAIVER

29.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 30

ADDITIONAL TERMS AND CONDITIONS

30.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

30.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

30.3 Environmental Review

(a) In this section, “**Environmental Review Entity**” means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity’s actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

- (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

30.4 Railroad Coordination. If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

30.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

30.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

ARTICLE 31 MANDATORY AWARD INFORMATION

31.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 33.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

ARTICLE 32 CONSTRUCTION AND DEFINITIONS

32.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

32.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program”, dated March 17, 2025, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

- 32.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.
- 32.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.
- 32.5 Definitions.** In this agreement, the following definitions apply:
- “**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.
- “**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.
- “**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.
- “**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 33

AGREEMENT EXECUTION AND EFFECTIVE DATE

- 33.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 33.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION

**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT
PROGRAM**

June 13, 2024

Revised: March 17, 2025

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and

- Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
 - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
 - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
 - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
 - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
 - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
 - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
 - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
 - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
 - nn. Wilderness Act – 16 U.S.C. 1131-1136
 - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
 - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
 - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
 - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
 - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
 - tt. Bringing in and harboring certain aliens – 8 U.S.C. 1324
 - uu. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154, Unleashing American Energy
- i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Presidential Policy Directives and Memorandums

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards – 2 C.F.R. Parts 200, 1201

- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)

- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024), the Regulations for the Administration of FY 2024 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or

contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “**SAM**”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PERFORMANCE PROGRESS REPORTS:
FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

(a) Project Information. This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

(b) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IJJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(c) Milestones. This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “**Agreement**”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

By:

Date

Signature of Recipient’s Authorized Representative

[insert name]

Name

[insert title]

Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

	By	
Date		Signature of USDOT's Authorized Representative
		[insert name]

		Name
		[insert title]

		Title



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Jim Dotoli, Fire Chief

Subject: Charlotte Fire Department Memo of Understanding

EXPLAIN REQUEST:

The physical location of Huntersville Fire Station #3 warrants frequent requests for backup into the Charlotte Fire service. There are also frequent requests for Charlotte to respond in the eastern portion of Huntersville. This Memo of Understanding documents our relationship with Charlotte to assist each department with call responses.

ACTION RECOMMENDED:

Approve MOU

FINANCIAL IMPLICATIONS:

No exchange of funds for either municipality.

ATTACHMENTS:

1. Charlotte Fire MOU

**NORTH CAROLINA
MECKLENBURG COUNTY**

**AGREEMENT BETWEEN THE CITY OF CHARLOTTE (CHARLOTTE FIRE
DEPARTMENT) and the MECKLENBURG COUNTY FIRE DEPARTMENTS**

WITNESSETH:

WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize assistance between fire departments whereby full authority may be exercised for fire departments to send firefighters and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

WHEREAS, the purpose of this agreement is to provide for enhanced fire protection services through an agreement of mutual aid between the Charlotte Fire Department and the Mecklenburg County Fire Departments for designated areas within their respective response districts;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, that the Mecklenburg County Fire Departments will afford aid to the Charlotte Fire Department, and the Charlotte Fire Department will afford aid to the Mecklenburg County Fire Departments based on boundaries established by the departments on the following terms and conditions where they apply, it is hereby agreed as follows:

1. Requests for aid
 - a. When either Charlotte Fire Department Communications, or Mecklenburg County Fire Communications receives address and incident information that corresponds to the mutual aid response areas in the Exhibits within the Appendixes, the responsible communications center will contact the other for assistance. This assistance shall be requested immediately upon receipt of a

specified incident or alarm.

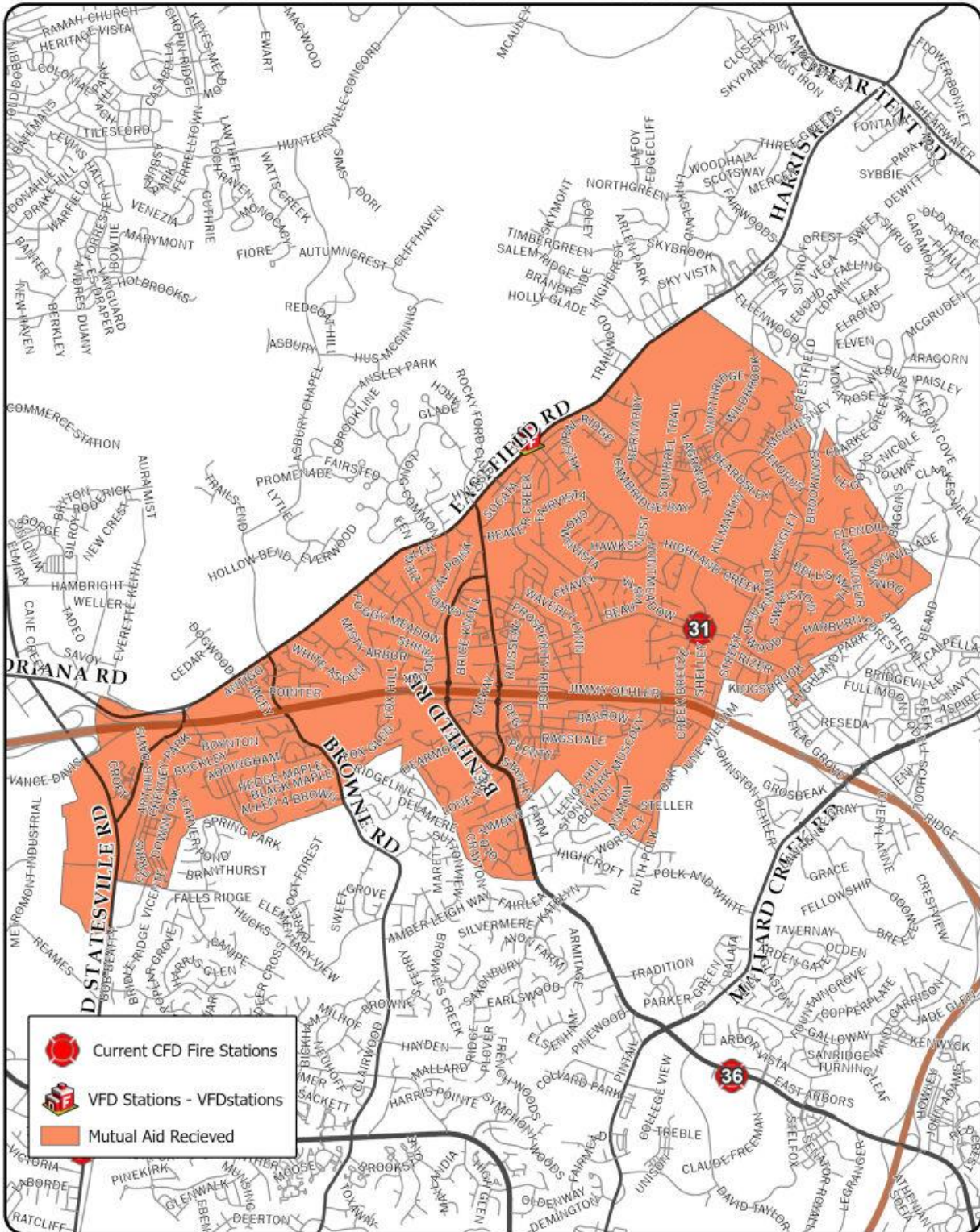
- i. Exhibit 1 for each Appendix contains the designated mutual aid response area in the City of Charlotte.
 - ii. Exhibit 2 for each Appendix contains the designated mutual aid response area in a Mecklenburg County Fire District.
 - b. All operational communications will fall within the Charlotte Fire Department radio communications talk groups or the Mecklenburg County Fire Department's radio communications talk groups. These talk groups will be assigned based on response area.
 - i. All operational communication for calls within the City of Charlotte response area will reside on the Charlotte radio channel talk groups.
 - ii. All operational communication for calls within a Mecklenburg County response area will reside on the Mecklenburg County Fire Department's radio channel talk groups.
- 2. Aid provided by Charlotte Fire Department
 - a. Charlotte Fire Department, upon receipt of a mutual aid request from Mecklenburg County Fire Communications for one of four incident types, will provide Mecklenburg County Fire Departments with resources based upon the zone defined response matrix in Exhibit 2 to the address of the incident as defined in Exhibit 2.
 - i. The four incident types are house fire, apartment fire, building fire, and structure fire.
- 3. Aid Provided by Mecklenburg County Fire Departments
 - a. Mecklenburg County Fire Departments, upon receipt of a mutual aid request from Charlotte Fire Communications for one of four incident types, will provide the Charlotte Fire Department with one (1) company staffed with four (4) North Carolina certified Firefighter / EMTs to the address of the incident as defined in Exhibit 1.
 - i. The four incident types are house fire, apartment fire, building fire, and structure fire.

ii. Appendix F Exhibits 1a, 1b, and 1c have areas in which two (2) companies will provide aid to the Charlotte Fire Department.

4. The Incident Commander or Chief Officer (either responding or on-scene) for the Authority having Jurisdiction (AHJ) may scale down the incident response as he or she deems appropriate.
5. In cases where mutual aid resources are delayed or unavailable due to extenuating circumstances, such as severe weather or major incidents, the responding Officer in charge from the mutual aid department may hold or redirect resources as he or she sees fit.
6. Any additional resources outside of those specified in this agreement must be specifically requested by the Incident Commander or responding Officer in charge.
7. For all mutual aid incidents, both Communications Centers should monitor both mutual aid and local channels in the event individuals or companies operate on the incorrect channels.
8. Terms of Agreement
 - a. This Agreement shall be effective on January 01, 2026 at 0800 hours.
 - b. Termination of Agreement
 - i. It is agreed upon by and between the parties hereto that any party hereto shall have the right to terminate this agreement.
 - ii. In the event one party chooses to terminate the agreement, notice must be in writing, given at least ninety (90) days prior to the effective date of the termination.
 - c. Notices
 - i. All notices will be in writing, delivered by certified mail to the office of the Fire Chief of the governmental unit to which the notice is directed.
 - d. Costs and Compensation
 - i. No costs or compensation is defined within this agreement.
 - ii. Any future costs will be discussed and agreed upon by all parties herein this agreement.

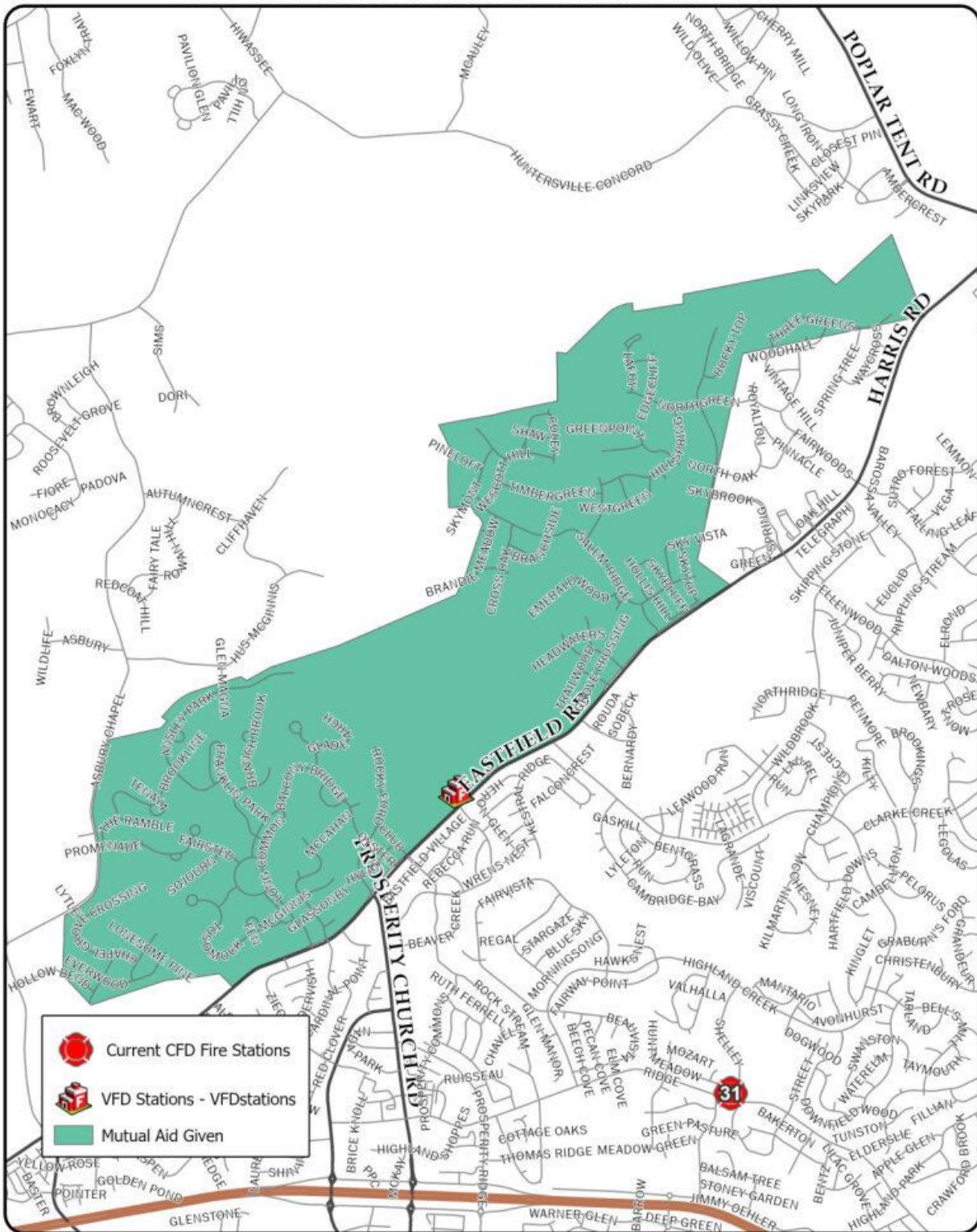
Appendix A Exhibit #1 Huntersville Fire Department Fire Station #3 to Charlotte

Huntersville 3 to CFD Mutual Area



Appendix A Exhibit #2 Charlotte Fire Department to the Town of Huntersville

CFD to East Huntersville Mutual Area



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by these duly authorized officers this day and year above written.

City of Charlotte, North Carolina
Charlotte Fire Department

Town of Huntersville, North Carolina
Huntersville Fire Department

By: _____

Reginald Johnson,
Fire Chief

By: _____

James Dotoli Jr.,
Fire Chief

Date: _____

Date: _____



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Becca Prichard, Planner II

Subject: Conduct Public Hearing on Petition #TA25-10

EXPLAIN REQUEST:

TA25-05 is a text amendment request by R. Todd Hirschfeld to amend Articles 3.2.3 and 9.18 of the Zoning Ordinance to permit private helistops in the General Residential (GR) zoning designation with conditions.

ACTION RECOMMENDED:

Conduct public hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA25-10 Helistops PH Staff Report
2. TA25-10_Helistops_Application
3. TA25-10 Ordinance

TA25-10 Helistops in GR

PART 1: DESCRIPTION

TA25-05 is a text amendment request by R. Todd Hirschfeld to amend Articles 3.2.3 and 9.18 of the Zoning Ordinance to permit private helistops in the General Residential (GR) zoning designation with conditions.

PART 2: BACKGROUND

Currently the Zoning Ordinance allows helistops as an accessory use in the Campus Institutional, Corporate Business, and Special Purpose Districts. This text amendment would add helistops as a use permitted with conditions in the GR zoning district (Article 3.2.3) and add the related conditions of the use (Article 9.18). The proposed conditions are:

1. The helistop shall be for personal, private use only and shall not be open to the public for commercial purposes.
2. Landings and take-offs shall only occur during daylight hours.
3. No fueling, maintenance, or repairs shall occur on the property.
4. All operations must comply with the FAA regulations and any applicable local safety standards.

Staff has concerns about the proposed text amendment due to potential disturbances to adjacent properties and the lack of precedent for helistops on residential property in the region.

Staff researched how other municipalities handle helistops and only one allows them in conjunction with a residential use. The City of Charlotte allows helistops in the Neighborhood 1 Place Type, which is a designation in the City's comprehensive plan for areas that are primarily residential, with a mix of single-family homes, duplexes, triplexes, and duplexes with limited commercial uses that serve the immediate neighborhood. Helistops in the Neighborhood 1 Place Type are required to be located at least 400 feet from a lot line. The other municipalities allow helistops as an accessory for medical, government, and commercial uses, which is consistent with how the Huntersville Zoning Ordinance already addresses them.

Staff is also concerned about the impact of helicopter activity on properties adjacent to helistops if distance regulations are not included in the text amendment. Impacts can include excessive noise and wind due to helicopter activity. Trees will also need to be removed from a property with a helistop to ensure a clear flight path for the helicopter.

PART 3: STAFF RECOMMENDATION

Staff believes that the existing regulations of the Zoning Ordinance regarding helistops are sufficient as they are consistent with other municipalities in the region. Additionally, staff believes helistops in a residential zoning district create a nuisance on adjacent property owners without distance requirements, therefore **denial** is recommended.

If the Town Board would like to add helistops as accessory to residential uses, staff recommends they be permitted by way of Special Use Permit to review and address site specific elements of the proposed sites that may create nuisances to adjacent properties.

PART 4: PUBLIC HEARING

The Public Hearing is scheduled for November 3rd, 2025.

PART 5: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled for November 19th, 2025.

PART 6: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance

PART 7: STATEMENT OF CONSISTENCY – TA25-10

Planning Department	Planning Board	Board of Commissioners
DENIAL: In considering the proposed amendment TA25-10, Planning Staff recommends denial due to concerns of disturbance to adjacent property owners and lack of precedent in the region.	DENIAL: In considering the proposed amendment TA25-10, the Planning Board recommends denial based on the amendment being... <u>(insert applicable statement)</u>	DENIAL: In considering the proposed amendment TA25-10, the Town Board recommends denial based on the amendment being... <u>(insert applicable statement)</u>
DECISION:	DECISION:	DECISION:



Text Amendment Application

Date of Application September 8, 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 : Conditions for Certain Uses Section(s): 9.18 — Helistop

Section 9.19 currently states:

Current Ordinance

"A Helistop shall be permitted as an accessory use in the Campus Districts and the Special Purpose District, provided it complies with all applicable Federal Aviation Administration regulations and guidelines."

Helistops shall also be permitted as a conditional use in the General Residential (GR) zoning district, subject to the following limitations:

Proposed Text

1. The helistop shall be for personal, private use only and shall not be open to public or commercial purposes.
2. Landings and take-offs shall occur only during daylight hours.
3. No fueling, maintenance, or repairs shall occur on the property.
4. All operations must comply with FAA regulations and any applicable local safety standards.

Reason for Proposed Change

Please see below

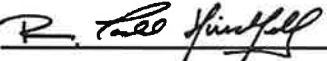
Attach additional pages if needed.

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 R. Todd Hirschfeld, Trustee of the Richard Todd Hirschfeld Revocable Trust

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

Signature  Date 9/8/2025

Title Trustee Email todd@hmsworldwide.com

Address of Applicant 16220 Stinson Cove Road Huntersville, NC 28078

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: _____

Staff Initials: _____

Supportive Letter – Reason for Proposed Change

(For Huntersville Text Amendment Application)

Date: September 8, 2025

To: Huntersville Planning Department

Address: 105 Gilead Road, Third Floor
Huntersville, NC 28078

Re: Proposed Text Amendment — Section 9.18: Allowing Helistops as a Conditional Use in General Residential (GR)

Dear Planning Department Members,

I respectfully submit this request to amend the Huntersville Zoning Ordinance, Section 9.18, which currently permits helistops only as accessory uses in the Campus and Special Purpose Districts. I am requesting that helistops also be allowed as a conditional use within the General Residential (GR) zoning district.

This request pertains to the limited, private use of a helicopter on my personal property, which includes my primary residence and an adjacent vacant lot I have owned for over 10 years. I am seeking the approval as a conditional use on this property as part of expanding the thoughtful use of my land.

Importantly, my proposed use fully aligns with the Town's existing definition of a "Helistop":

"A facility or structure that is intended or used for the landing and take-off of rotary-wing aircraft, but not including the regular repair, fueling, or maintenance of such aircraft, or the sale of goods or materials to users of such aircraft."

I want to emphasize the limited and low-impact nature of this request:

- **Personal Use Only** — The helistop will be used exclusively for private purposes and will not be open to the public, used for charters, or operate commercially.
- **Occasional Use** — On average, I anticipate using the helistop no more than 2–3 times per month. As such, operations would be infrequent and respectful of neighboring properties and the environment.
- **Daylight Operations Only** — All landings and take-offs will occur strictly during daylight hours to minimize any potential disruption.
- **Limited, Low-Impact** — The helistop is fundamentally different from a heliport. It does not allow for fueling, maintenance, or high-frequency use. This helistop will serve only as a landing and take-off point and, by its nature of operation, can be tailored to minimize disruption.
- **Adequate Property Size and Location** — The property is spacious and well positioned on a cove of Lake Norman with natural landscape buffer zones to mitigate sound and visibility impacts.
- **Strict Compliance with Safety Requirements** — I will adhere to all Federal Aviation Administration (FAA) regulations and any applicable local or state safety guidelines.

- **Emergency Preparedness and Access** – While the primary intent is personal transportation, having a designated, approved helistop on site could prove valuable in emergency or medical situations for the adjacent homes in this peninsula area.

This amendment request is not intended to create a broader precedent for widespread helistop development within residential areas. Instead, it is a site-specific, carefully controlled request to enhance the functional use of my property while ensuring safety, compatibility, and minimal impact on the surrounding community.

Thank you for thoughtful consideration of this application. I respectfully ask that the Board approve this conditional use request recognizing that it represents a responsible, private-use helistop. I look forward to working collaboratively with Town staff and officials throughout this process.

Sincerely,



R. Todd Hirschfeld, Trustee

AN ORDINANCE TO AMEND ARTICLES 3.2.3 & 9.18 OF THE ZONING ORDINANCE

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Articles 3.2.3(a) and 9.18 of the Zoning Ordinance are hereby amended to be modified as follows:

Article 3.2.3(a)

(a) Permitted Uses.

Uses permitted by right.

- single family homes
- family care home

Uses permitted with conditions.

- cemeteries, (9.7)
- religious institutions, (9.8)
- duplexes on corner lots, (9.13)
- essential services 1 and 2, (9.14)
- government buildings up to 5,000 sq. ft. of gross floor area
- neighborhood and outdoor recreation, (9.21)
- parks, (9.29)
- schools, (9.35)
- transit shelters, (9.39)
- helistops, (9.18)

Uses permitted with Special Use Permit.

- wind energy facility, minor, accessory (9.53)

Article 9.18

A helistop shall be permitted as an accessory use in the GR, CI, CB and the SP Districts provided it complies with all applicable Federal Aviation Administration regulations and guidelines.

Helistops in the General Residential (GR) zoning district shall be subject to the following limitations:

1. The helistop shall be for personal, private use only and shall not be open to the public for commercial purposes.
2. Landings and take-offs shall only occur during daylight hours.
3. No fueling, maintenance, or repairs shall occur on the property.
4. All operations must comply with the FAA regulations and any applicable local safety standards.

Section 2. This ordinance shall become effective upon adoption.

PUBLIC HEARING DATE: November 18, 2025

PLANNING BOARD MEETING: November 19, 2025

TOWN BOARD DECISION: December 16, 2025



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Becca Prichard, Planner II

Subject: Conduct Public Hearing on Petition #TA25-12

EXPLAIN REQUEST:

TA25-05 is a text amendment request by the Town of Huntersville Planning Department to amend Articles 4.9 and 8.16 of the Zoning Ordinance to allow detached garages in any yard on lots over five acres in size.

ACTION RECOMMENDED:

Conduct public hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA25-12 Detached Garages PH Staff Report
2. TA25-12 Signed Application
3. TA25-12 Ordinance

TA25-12 Detached Garages

PART 1: DESCRIPTION

TA25-05 is a text amendment request by the Town of Huntersville Planning Department to amend Articles 4.9 and 8.16 of the Zoning Ordinance to allow detached garages in any yard on lots over five acres in size.

PART 2: BACKGROUND

Article 4.9.7 states that the side yard setback is 12' in the Rural (R) Zoning District. A previously approved text amendment changed the side yard setback for properties in the R district to 8' in Article 3.2.1(d)(2)(e). The amendment to Article 4.9.7 will make the regulations for side yard setbacks in the R designation consistent across the Zoning Ordinance.

Article 8.16.7 of the Zoning Ordinance currently has a regulation that requires garages for more than two cars to either be detached and located in the rear yard or rear loading if attached to the side. The proposed text amendment removes this because local governments no longer have the authority to regulate single family homes.

Additionally, Article 8.16.7 only allows detached garages to be located in the rear yard. This text amendment allows for detached garages to be placed in any yard as long as the lot is five acres or larger and the structure can't be seen from the road. Smaller lots and lots without proper screening will still be required to place detached garages in the rear yard.

PART 3: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment. Approving the amendment to Article 4.9 ensures consistency within the Zoning Ordinance. Approving the amendment to Article 8.16.7 allows the ordinance to be consistent with current state statute and allows large residential lots additional design flexibility without altering urban design standards of keeping parking removed from the public street.

PART 4: PUBLIC HEARING

The Public Hearing is scheduled for November 18th, 2025.

PART 5: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled for November 19th, 2025.

PART 6: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance

PART 7: STATEMENT OF CONSISTENCY – TA25-10		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA25-12, Planning Staff recommends approval as it increases consistency within the Zoning Ordinance, aligns the Town’s Zoning Ordinance with state statute, and allows design flexibility for large lots without altering urban design standards.	APPROVAL: In considering the proposed amendment TA25-12, the Planning Board recommends approval based on the amendment being consistent with... <u>(insert applicable statement)</u>	APPROVAL: In considering the proposed amendment TA25-12, the Town Board recommends approval based on the amendment being consistent with... <u>(insert applicable statement)</u>
DECISION:	DECISION:	DECISION:



Text Amendment Application

Date of Application 10/22/2025

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): _____ Article(s): 4.9.3, 7 & 8.16.7 Section(s): _____

Current Ordinance

Article 4.9.3: A detached garage may be located only in the rear yard.
Article 4.9.7: Sideyard setback is 12' in the R zone & 6' in the TR zone.

Article 8.16.7: Detached garages may only be placed in the established rear yard. Garages for more than two cars must be detached and located in the established rear yard or be attached side or rear loading.

Proposed Text

Article 4.9.3: A detached garage may be located only in the rear yard. See Article 4.9.7: Sideyard setback is 8' in the R zone & 6' in the TR zone.

Article 8.16: 7. Detached Garage Locations

- a. Detached garages may only be placed in the established rear yard.
- b. Detached garages may be placed in any yard on lots five acres or greater in size provided they cannot be seen from the public street.

Reason for Proposed Change

Fix an error, eliminate an unenforceable regulation, and allow flexibility for detached garages on large lots.

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 Town of Huntersville

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

Signature  Date _____

Title Planning Director Email brichards@huntersville.org

Address of Applicant 105 Gilead Road, Huntersville, NC 28078

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: _____

Staff Initials: _____

AN ORDINANCE TO AMEND ARTICLE 8.16 OF THE ZONING ORDINANCE

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 4.9 of the Zoning Ordinance is hereby amended to be modified as follows:

Article 4.9

1. Buildings shall be placed on the lot within zone represented by the hatched area except in R & TR zone, where min. front setback is 20'. Along new streets, the build-to line shall be a minimum of 10' behind street ROW. Along existing streets, front build-to lines of new buildings shall be equal to the average setbacks of existing buildings on the same side of the street within 300'. Where the average setback of existing buildings within 300' exceeds 50' the setback of any new building may vary up to 20' from the setback of an adjacent building, existing or proposed, in order to negotiate a gradual transition to a different building setback. Only in the most exceptional circumstances having to do with extreme topography or very special design composition may these rules of residential building placement be varied.
2. Garages may be detached (entered from front or rear), or attached to the main dwelling, with or without habitable rooms above. Front loaded garages, if provided, shall meet the standards of Section 8.16.
3. A detached garage may be located only in the rear yard. [See Article 8.16.](#)
4. Points of permitted front or rear access to parking indicated by arrows. On corner lots, sideyard access is also permitted.
5. Main pedestrian access to the building is from the street. Secondary access may be from parking areas.
6. For buildings set back from the sidewalk, balconies, stoops, stairs, open porches, bay windows, and, and awnings are permitted to encroach into the front setback area up to 8'.
7. Sideyard setback is 12' in the R zone & 6' in the TR zone.

Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 8.16 of the Zoning Ordinance is hereby amended to be modified as follows:

Article 8.16

1. Except as specifically provided in the Rural and Transitional districts, detached house types and two-unit attached house types shall be required to have a lot width greater than 50' feet. Developers shall have the option to provide lots widths 50' feet wide or less when alley access allowing on-site parking is provided for detached house types and two-unit attached house types. Further, developers shall also have the option to apply

for a conditional district rezoning to create lot widths of 50 feet wide or less without an alley provided it can demonstrate the development can accommodate on-street parking, meet all the provisions of the Zoning Ordinance including installation of street trees, and demonstrate public services such as trash pick-up can be provided.

2. Alley access for on-site parking is strongly encouraged for three-unit or more attached house types.
3. For lots 60 feet wide or less, driveways shall be no more than 14 feet wide as measured along the public street right-of-way for a detached house and two-unit attached house type. For lots wider than 60 feet, driveways shall be no more than 20 feet wide as measured along the public street right-of-way for a detached house and two-unit attached house type. For three or more unit attached house types, driveway width shall not occupy more than 50% of the public street front of a lot as measured along the public street right-of-way.
4. When front entry garages are used, it is recommended to minimize emphasis on front loaded garages by having a building feature projecting from or flush with the garage, have a column to separate a two-car garage or any other technique as determined by the owner to be appropriate.
5. Driveways shall extend at least twenty (20) feet from a public right-of-way and public sidewalk easement to prevent on-site residential parking from encroaching into the public right-of-way or easement for a public sidewalk.
6. On-street parking at lot front, when specifically provided, may be counted toward all or part of the parking requirement of a dwelling unit.

7. Detached Garage Location:

a. Detached garages may only be placed in the established rear yard. ~~Garages for more than two cars must be detached and located in the established rear yard or be attached side or rear loading~~

7.b. ~~Detached garages may be placed in any yard on lots five acres or greater in size provided they cannot be seen from the public street.~~

8. Lots in subdivisions approved prior to the effective date of this ordinance, are exempt from the limitations of .1 through .2, above.
9. Vehicles used primarily for commercial purposes and with more than two axles are prohibited from parking on streets, in driveways, or on private property in residential districts. This shall not be construed as preventing the temporary parking of delivery trucks, moving vans, and similar vehicles which deliver goods or services.
10. Provisions for parking unlicensed vehicles in residentially zoned districts shall be as follows:
 - a) No more than two (2) motor vehicles that do not have a current, valid license plate and are not fully enclosed in a permanent structure shall be permitted outside on any premises, provided such vehicles are registered to the occupant of the premises or immediate family member of the occupant as the record title of the vehicle.

- b) No unlicensed motor vehicle if not registered to the occupant of the premises or immediate family member of the occupant as the record title owner of the vehicle shall be permitted outside of any premises.
- c) Vehicles described in paragraphs (a) and (b) are not permitted to be located within any established setback or any established side yards which abut a street or any required side yards contained in these regulations or any street right-of-way. If stored in the rear yard, it must be a minimum of five (5) feet off the rear property line.
- d) Vehicles described in paragraphs (a) and (b) are not permitted on vacant or undeveloped parcels.

Section 3. This ordinance shall become effective upon adoption.

PUBLIC HEARING DATE: November 18, 2025

PLANNING BOARD MEETING: November 19, 2025

TOWN BOARD DECISION: December 16, 2025



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lauren Speight, Senior Planner

Subject: Conduct a Public Hearing on Petition#TA25-11

EXPLAIN REQUEST:

Conduct a public hearing for November 18, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on Petition #TA25-11, a request by Northwood Ravin to amend Articles 4.9 and 8.16 of the Zoning Ordinance to allow single-family detached homes on lots 50 feet wide and less accessed via alley to have a reduced rear yard setback when a garage is attached to the primary structure via breezeway and modify requirements for mechanical equipment.

ACTION RECOMMENDED:

Conduct a Public Hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. TA25-11 Staff Report PH 11.18.2025
2. Application
3. TA25-11 Ordinance

TA25-11 Garage Setbacks and Mechanical Equipment for Single-Family Detached Homes

PART 1: DESCRIPTION

TA25-11 is a request by Northwood Ravin to amend Articles 4.9 and 8.16 of the Huntersville Zoning Ordinance. The purpose of the amendment is to allow garages attached via breezeway to single-family detached homes with alley access and to amend the requirements for the placement of mechanical equipment on single-family home lots.

PART 2: BACKGROUND

Currently, detached single-family homes are permitted to have accessory structures on the same lot as the home as long as the total area of all accessory structures does not exceed the total heated area of the first floor of the home per Article 8.8 of the Zoning Ordinance. Accessory structures are generally required to be located in the side or rear yard and must be a minimum of 5 feet from adjoining property lines per Article 8.8 of the Zoning Ordinance.¹ More often than not, setbacks for accessory structures are less than the setbacks for the primary homes.

Garages may be attached to a home or detached from a home per Article 8.16. Garages, or any other structure, attached to a home are not subject to the size restriction for accessory structures. Garages and other structures attached to a home are subject to the setbacks for the home. Detached garages are accessory structures subject to the previously stated size restriction. Detached garages are required to be a minimum of 5 feet from side and rear yard property lines.

Some of the single-family detached homes proposed within the Northwood Ravin development “Lodges at Huntersville” include a garage attached to the home via breezeway. As a structure attached to the home, the garage would be subsequently subject to the 25 ft rear yard setback per the requirements of Article 4 of the Zoning Ordinance for a single-family detached home. Northwood Ravin proposed that when a single-family detached home on a lot with primary access from an alley includes a garage attached via breezeway, there shall be a reduced rear yard setback.

Mechanical equipment on single-family detached home lots is not allowed to encroach into any required setback. The applicant proposes to allow encroachment into the required rear-yard setback as long as the mechanical equipment is screen from view from the public street or publicly-accessible alleys at-grade.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

TA25-11 is consistent with the following Huntersville 2040 Community Plan policy:

- **LU-8.1: Continue to emphasize form and flexibility in development regulations for these areas.** Staff Comment: This proposed text amendment would allow minimal setbacks for single-family detached home on a lot with primary access from an alley includes a garage attached via breezeway.

¹ Accessory dwellings shall be 15 feet from rear property lines. Swimming pools shall be a minimum of 10 feet from side and rear yard property lines measured from the water’s edge.

- **LU-8.1: Evaluate and strengthen incentives to encourage the achievement of higher design standards.** Comment: This text amendment would allow flexibility for the encroachment of mechanical equipment into rear-yards, but would encourage the higher standard of screening mechanical equipment from view from the public street or publicly-accessible alleys.

PART 4: STAFF RECOMMENDATION

Setbacks are a quantitative distance used to provide a separation of uses or structures. For single-family homes with access from alleys, the setback ensures a rear yard for the resident as well as a separation from the traffic in the alley. In most cases, single-family detached homes with alley access that include detached garages do not have significant rear yards, so this text amendment would slightly reduce the area of a usable rear yard for this home type. Per current Ordinance standards, the driveway for single-family homes with alley access is less than 5 feet or greater than 20 feet. This text amendment would not reduce the minimum setback currently required of the Ordinance.

Mechanical equipment is required to be screened for every other building type within the Town. The separation of mechanical equipment from adjoining properties and screening provides a reduction of noise nuisance and improved view.

Staff recommends approval of the proposed text amendment due to its consistency with policies LU-8.1 and LU-8.2 of the Huntersville 2040 Plan. TA25-11 would allow greater flexibility for setbacks of garages for single-family homes and higher design.

PART 5: PUBLIC HEARING

The Public Hearing is scheduled for November 19, 2025.

PART 6: PLANNING BOARD RECOMMENDATION

The Planning Board review is scheduled for December 16, 2025.

PART 7: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance

PART 8: STATEMENT OF CONSISTENCY – TA25-11		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA25-11, Planning Staff recommends approval based on consistency with policies LU-8.1 and 8.2 of the Huntersville 2040 Plan. It is reasonable and in the public interest to approve the application because it will allow greater flexibility for setbacks of garages for single-family homes.	APPROVAL: In considering the proposed amendment TA25-11, the Planning 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...(Explain)	APPROVAL: In considering the proposed amendment TA25-11, 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...(Explain)
DENIAL: N/A	DENIAL: In considering the proposed amendment TA25-11, the Planning 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.... (Explain)	DENIAL: In considering the proposed amendment TA25-11, 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.... (Explain)



Text Amendment Application

Date of Application 9.29.2025

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): X Article(s): _____ Section(s): 4.9, 8.16

Current Ordinance

Proposed Text

Reason for Proposed Change

To introduce a new building type.

Attach additional pages if needed.

[See attached for proposed modifications.](#)

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 Chuck Travis, Housing Studio PA

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: Professional Association

Signature Chuck Travis, FALA Date 9.29.2025

Title Principal Email ctravis@housingstudio.com

Address of Applicant 333 W Trade St, Suite 300. Charlotte NC 29202

Property Owner (if different than applicant)

* Printed Name Northwood Ravin

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

Signature Chuck Travis for Northwood Ravin Date 9.29.2025

Title _____ Email _____

Address of Property Owner 929 Jay St #100, Charlotte, NC 28208

* 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>

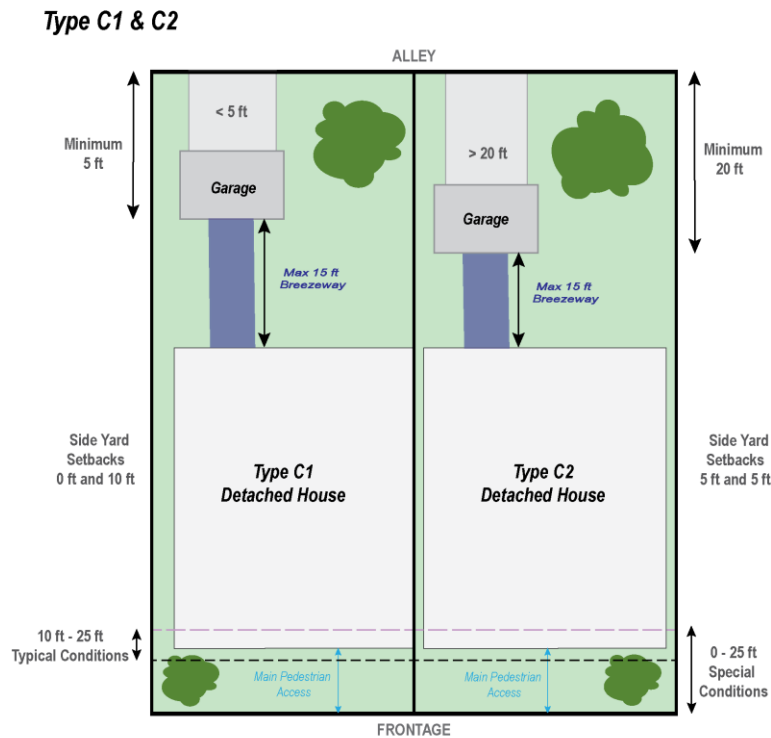
Date Received By Planning Department: _____

Staff Initials: _____

AN ORDINANCE TO AMEND ARTICLES 4.9 and 8.16

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 4.9 of the Zoning Ordinance is hereby amended to add typical drawings for Type C1 and C2 Garages Attached via Breezeway as follows:

Garages Attached Via Breezeway



Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 4.9 of the Zoning Ordinance is hereby amended to as follows:

8. Mechanical equipment shall not encroach into any required **front or side setback or build-to-ranges. Mechanical equipment may encroach in the required rear setback. Mechanical equipment shall be screened from view from the public street or publicly-accessible alleys at-grade.**

Section 3. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 8.16 of the Zoning Ordinance is hereby amended to as follows:

8. **For lots 50 feet wide and less with single-family detached homes where alley access is provided, garages may be located in the rear yard attached to the home via breezeway. The breezeway shall be no longer than 15 feet in length. The garage shall not be less than 5 feet from all property lines.**

Section 3. This ordinance shall become effective upon adoption.

PUBLIC HEARING DATE: November 18, 2025

PLANNING BOARD MEETING: Tentative November 19, 2025

TOWN BOARD DECISION: Tentative December 16, 2025



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Conduct Public Hearing to Abandon a portion of Hagers Road

EXPLAIN REQUEST:

Conduct public hearing to abandon a portion of Hagers Road. The intersection of Hagers Road at McCoy Road was improved to be a roundabout intersection. Hagers Road does not intersect McCoy Road anymore, and this portion of Hagers Road is no longer in use.

ACTION RECOMMENDED:

Conduct public hearing.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

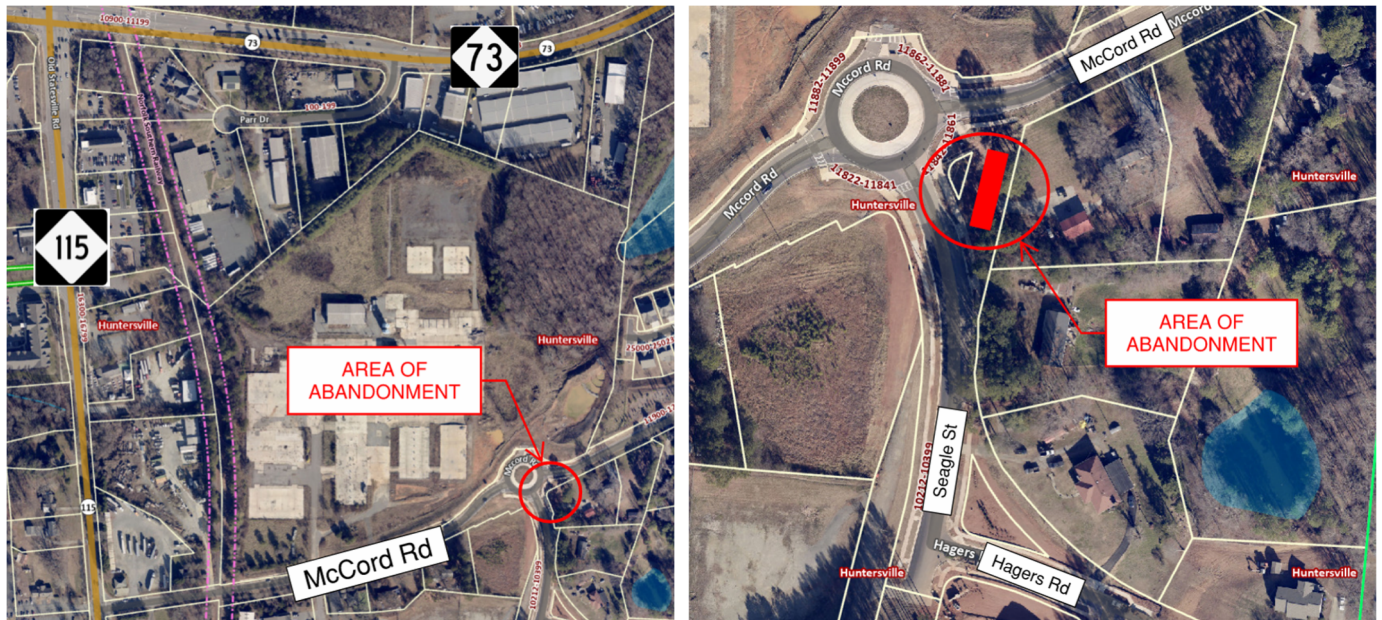
1. Staff Report - ROW Abandonment Hagers 11102025
2. Attachment A - HagersRoad_Abandonment_Petition
3. Attachment B - 160A-299 PROCEDURE FOR CLOSING STREETS & ALLEYS
4. Attachment C - Resolution Declaring Intent to Abandon and Close a Portion of Hagers Road - adopted

Right-of-Way Abandonment Petition: A Portion of a Street (Right-of-Way)

PART 1: DESCRIPTION

Right-of-Way Abandonment Petition: To Abandon a Portion of the Public Street (right-of-way) Hagers Road. The area of abandonment is 0.020+/- acres.

PART 2: LOCATION

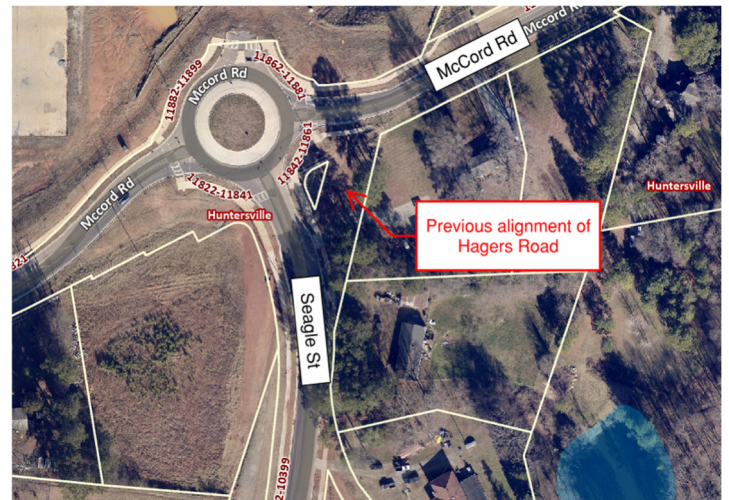


PART 3: BACKGROUND

Private developers realigned the intersection of McCord Road (a state-maintained road) and Hagers Road (a locally maintained road) by constructing a roundabout on McCord Road & Seagle Street. With this new intersection, Hagers Road no longer connects to McCord Road. The image above shows the approximately 150 linear feet section of roadway no longer in use.

North Carolina General Statute (NCGS) 160A-299, see Attachment B, gives the Town Board the authority to abandon street Right-of-Way (within the Town Limits) following a public hearing and a determination that the abandonment:

- Is not detrimental to the public interest, or the property rights of any individual.
- Does not deprive any individual(s) that own property nearby of reasonable means of ingress and egress to their property.
- Is not contrary to the adopted policy to preserve existing right-of-way for connectivity.



PART 4: STAFF RECOMMENDATION

Staff finds the right-of-way abandonment:

- Is not a detriment to public interest, or property rights of adjacent parcels.
- Does not deprive any individuals a reasonable means of ingress and egress to their property.
- Does not adversely affect connectivity.

Therefore, staff recommends approval of the right-of-way abandonment for a portion of this Public Street (Right-of-Way).

Pursuant to §160A-299 notice of the intent to close this Unopened Public Right-of-Way (Street) (see Attachment C) was advertised in the newspaper. Copies of the notice were mailed to adjacent property owners, and two signs were posted along the right-of-way. Staff received no comments from adjacent property owners.

PART 6: PUBLIC HEARING

The Public Hearing will be held on November 18th, 2025 at 6pm.

PART 7: ATTACHEMENTS

Attachment A: Right-of-Way Abandonment Petition

Attachment B: NCGS Section 160A-299

Attachment C: Resolution of Intent to Close and Abandon A Portion of a Street

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG PETITION

TO THE MEMBERS OF THE BOARD OF COMMISSIONERS OF
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

(name of petitioner) William M. Haigler respectfully files this
Petition and requests that (a portion or all of),
(name of street or location of alley) Hagers Rd. / Seagle St.
lying (general description of location) between PIN: 01104372 +
PIN: 01119106

as shown on the map attached hereto and made a part hereof marked "Exhibit A", be
closed and abandoned in accordance with the provisions of Chapter 160A, Section 299,
subsection (a) of the General Statutes of North Carolina.

In support of this Petition, your petitioner respectfully alleges that:

1. (give reason for requested closing)
Read closure, no access to McCord Rd.
anymore.
2. The closing of Hagers Rd. / Seagle St. Street is not
contrary to the public interest.
3. No individual, partnership or corporation owning property in the vicinity
of Hagers / Seagle Street or in the subdivision in which it is located will be deprived of
reasonable means of ingress and egress to his or its property by virtue of the closing.
4. The street (or portion thereof) which petitioner requests be closed and
abandoned is more particularly described by interested bounds in "Exhibit B", attached
hereto and made a part hereof.
5. The street (or portion there of), requested to be closed and abandoned
has not been previously accepted by the North Carolina Department of Transportation
for maintenance.

Wherefore, petitioner respectfully requests the Board of Commissioners of the
Town of Huntersville consider this Petition and set the time for public hearing upon this
matter as required by law.

Respectfully submitted the 8th day of October, 2025

William M. Haigler
(signature of petitioner)

William M. Haigler
(Print Name)

Address: Po Box 3533
Huntersville, NC 28070

Telephone Number: 704.572.5586

**RIGHT-OF-WAY ABANDONMENT
AGREEMENT OF UNDERSTANDING**

The following property owners have parcels that adjoin the public right-of-way

Richard Dyke - 10230 Hagers Rd. - PIN: 01119133

They hereby indicate, by signature, that they agree with the proposal to abandon that right-of-way. They further understand that once abandoned, a portion of that right-of-way becomes their property. The owners will then be responsible for maintenance and any additional property taxes that may result from the increase in the size of their original parcel.

I understand the statement above and agree with the proposed abandonment.

Name/Address of Property Owner

Signature

Parcel Number

Richard Dyke / 10230 Hagers Rd.

01119133

Huntersville, NC

Richard A. Dyke

§ 160A-299. Procedure for permanently closing streets and alleys.

(a) When a city proposes to permanently close any street or public alley, the council shall first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. The resolution shall be published once a week for four successive weeks prior to the hearing, a copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along the street or alley. If the street or alley is under the authority and control of the Department of Transportation, a copy of the resolution shall be mailed to the Department of Transportation. At the hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the council may adopt an order closing the street or alley. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.

(b) Any person aggrieved by the closing of any street or alley including the Department of Transportation if the street or alley is under its authority and control, may appeal the council's order to the General Court of Justice within 30 days after its adoption. In appeals of streets closed under this section, all facts and issues shall be heard and decided by a judge sitting without a jury. In addition to determining whether procedural requirements were complied with, the court shall determine whether, on the record as presented to the city council, the council's decision to close the street was in accordance with the statutory standards of subsection (a) of this section and any other applicable requirements of local law or ordinance.

No cause of action or defense founded upon the invalidity of any proceedings taken in closing any street or alley may be asserted, nor shall the validity of the order be open to question in any court upon any ground whatever, except in an action or proceeding begun within 30 days after the order is adopted. The failure to send notice by registered or certified mail shall not invalidate any ordinance adopted prior to January 1, 1989.

(c) Upon the closing of a street or alley in accordance with this section, subject to the provisions of subsection (f) of this section, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley.

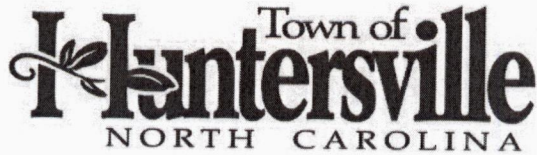
The provisions of this subsection regarding division of right-of-way in street or alley closings may be altered as to a particular street or alley closing by the assent of all property owners taking title to a closed street or alley by the filing of a plat which shows the street or alley closing and the portion of the closed street or alley to be taken by each such owner. The plat shall be signed by each property owner who, under this section, has an ownership right in the closed street or alley.

(d) This section shall apply to any street or public alley within a city or its extraterritorial jurisdiction that has been irrevocably dedicated to the public, without regard to whether it has actually been opened. This section also applies to unopened streets or public alleys that are shown on plats but that have not been accepted or maintained by the city, provided that this section shall not abrogate the rights of a dedicator, or those claiming under a dedicator, pursuant to G.S. 136-96.

(e) No street or alley under the control of the Department of Transportation may be closed unless the Department of Transportation consents thereto.

(f) A city may reserve a right, title, and interest in any improvements or easements within a street closed pursuant to this section. An easement under this subsection shall include utility, drainage, pedestrian, landscaping, conservation, or other easements considered by the city to be in the public interest. The reservation of an easement under this subsection shall be stated in the order of closing. The reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city.

(g) The city may retain utility easements, both public and private, in cases of streets withdrawn under G.S. 136-96. To retain such easements, the city council shall, after public hearing, approve a "declaration of retention of utility easements" specifically describing such easements. Notice by certified or registered mail shall be provided to the party withdrawing the street from dedication under G.S. 136-96 at least five days prior to the hearing. The declaration must be passed prior to filing of any plat or map or declaration of withdrawal with the register of deeds. Any property owner filing such plats, maps, or declarations shall include the city declaration with the declaration of withdrawal and shall show the utilities retained on any map or plat showing the withdrawal. (1971, c. 698, s. 1; 1973, c. 426, s. 47; c. 507, s. 5; 1977, c. 464, s. 34, 1981, c. 401; c. 402, ss. 1, 2; 1989, c. 254; 1993, c. 149, s. 1; 2015-103, s. 1.)



RESOLUTION OF THE TOWN OF HUNTERSVILLE DECLARING INTENT TO ABANDON AND CLOSE A PORTION OF HAGERS ROAD

Resolution No. R-2025-25

WHEREAS, the Town of Huntersville (the "Town") has filed a petition to close a portion of Hagers Road, in the Town of Huntersville, as further described in Exhibit A – Legal Descriptions; and

WHEREAS, N.C.G.S. §160A-299 allows for municipality to permanently close any street or public alley; and

WHEREAS, N.C.G.S. §160A-299 requires that the Board of Commissioners for the Town of Huntersville (the "Board") first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for four successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or public alley; and

WHEREAS, the Board desires to, pursuant to N.C.G.S. §160A-299, declare its intent to close a portion of Hagers Road, as further described in Exhibit A.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board resolves that it intends to close a portion of Hagers Road, as further described in Exhibit A.
2. The Town Board hereby calls a public hearing on the question of closing a portion of Hagers Road to be held at 6:00pm on Tuesday, the 18th day of November, 2025, at Town Hall, 101 Huntersville-Concord Rd, Huntersville, NC, 28078, or location as otherwise designated by the Board.
3. The Clerk of the Board is hereby directed to publish a copy of this Resolution once a week for four successive weeks prior to the public hearing.
4. This Resolution shall be effective as of the date its adoption.

Adopted this 21st day of October, 2025

ATTEST:

A handwritten signature in blue ink, appearing to read "Catherine A. Cook", written over a horizontal line.

Catherine Cook, Deputy Town Clerk

A handwritten signature in black ink, appearing to read "Christy Clark", written over a horizontal line.

Christy Clark, Mayor

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Emily Sloop", written over a horizontal line.

Emily Sloop, Town Attorney

Exhibit A

Hagers Road Abandonment
Huntersville, NC 28078
Mecklenburg County

Being a remaining portion of the 60' Hagers Road right of way, bounded by the new Hagers Road right of way as recorded in Map Book 73, Page 855, McCord Road variable right of way, Parcel ID 011-013-72 & 011-191-06 in the Town of Huntersville, Mecklenburg County, North Carolina, and more particularly described as follows:

Commencing at #4 rebar found, having grid coordinates N:618,518.35 ft; E: 1,452,722.34 ft, and also being the Southeastern corner of William M Haigler, and Jerri P Haigler as recorded in Deed Book 36662, Page 711, and Map Book 56, Page 800: thence S 87°01'27" W a distance of 121.84 feet to a found #4 rebar on the former Hagers Road right of way, and the **Point of Beginning**; thence 87°01'27" W a distance of 20.82 feet to a #4 rebar set along the new Hagers Road right of way; thence with the new road right of way with a curve to the left having a radius of 461.00 feet, a length of 39.04 feet with a chord bearing N 13°20'32" W a distance of 39.02 feet to a computed point; thence N 15°00'02" E a distance of 13.41 feet to a computed point; thence N 72°50'00" E with a distance of 2.50 feet to a computed point; thence with a curve to the left having a radius of 470.50 feet having a length of 43.68 feet with a chord bearing of N 19°49'34" W a distance of 43.66 feet to a computed point to the Southern corner Parcel ID 011-013-72 of William M Haigler, and Jerri P Haigler as recorded in Deed Book 39543, Page 792, and also being the Western right of way of Hagers Road; thence N 15°37'12" E with a distance of 63.38 to a computed point on the McCord Road variable right of way; thence with right of way N 63°35'15" E a distance of 76.49 feet a computed point on the Northwestern corner of William M Haigler, and Jerri P Haigler as recorded in Deed Book 36662, Page 711, and the Eastern right of way of Hagers Road, thence with said right of way S 14°04'39" W a distance of 192.50 feet to **The Point of Beginning**, having an area of 8,382 square feet, more or less, as shown on Exhibit B prepared by Professional Property Surveyors, dated 8/05/2025.



Digitally Signed by Daryl W. Long
Professional Property Surveyors, Inc. 8/5/2025

A handwritten signature in black ink that reads "Daryl W. Long".



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Order abandonment of a Portion of Hagers Road.

EXPLAIN REQUEST:

Order to Abandon a portion of Hagers Road.

ACTION RECOMMENDED:

Adopt Order.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Exhibit A
2. Hagers Abandonment Sketch



ORDER OF THE TOWN OF HUNTERSVILLE TO ABANDON A PORTION OF HAGERS ROAD

Order No. R-2025-29

WHEREAS, the Town of Huntersville has filed a petition to close a part of Hagers Road, in the Town of Huntersville, as further described in Exhibit A – Legal Description; and

WHEREAS, N.C.G.S. § 160A-299 allows for a municipality to permanently close any street or public alley; and

WHEREAS, said Order of Intent to close the street was published for a period of once a week for four successive weeks; and

WHEREAS, said Order of Intent was sent by mail to all owners of property adjoining the streets, and a notice of closing and public hearing was prominently posted in at least two places along the streets; and

WHEREAS, a public hearing was held on the 18th day of November 2025, where the Board of Commissioners determined that the closing of a portion of Hagers Road is not contrary to the public interest, that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property, and is not contrary to the adopted policy to preserve existing right of way for connectivity; and

WHEREAS, the Board desires to, through this Order and pursuant to N.C.G.S. § 160A-299, Order the closing of a portion of Hagers Road, as further described in Exhibit A.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board hereby, through this Order, Orders the closure of a portion of Hagers Road, as further described in Exhibit A.
2. This Order shall be effective as of the date of its adoption.
3. This Order shall be recorded in the Mecklenburg County Register of Deeds.

Ordered this 18th day of November, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A – LEGAL DESCRIPTIONS

Being a remaining portion of the 60' Hagers Road right of way, bounded by the new Hagers Road right of way as recorded in Map Book 73, Page 855, McCord Road variable right of way, Parcel ID 011-013-72 & 011-191-06 in the Town of Huntersville, Mecklenburg County, North Carolina, and more particularly described as follows:

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Approximate
Area to be
Abandonment



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: Mecklenburg Public Transportation Authority Appointments

EXPLAIN REQUEST:

Consider appointing 2 members (one Primary and one Alternate) to the Mecklenburg Public Transportation Authority from 9 applicants.

ACTION RECOMMENDED:

Appoint 2 members.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Mecklenburg Public Transportation Authority Overview - 20251112
2. Mecklenburg Public Transportation Authority Applicant Map - 20251024
3. Mecklenburg Public Transportation Authority Applications - 20251031

Mecklenburg Public Transportation Authority

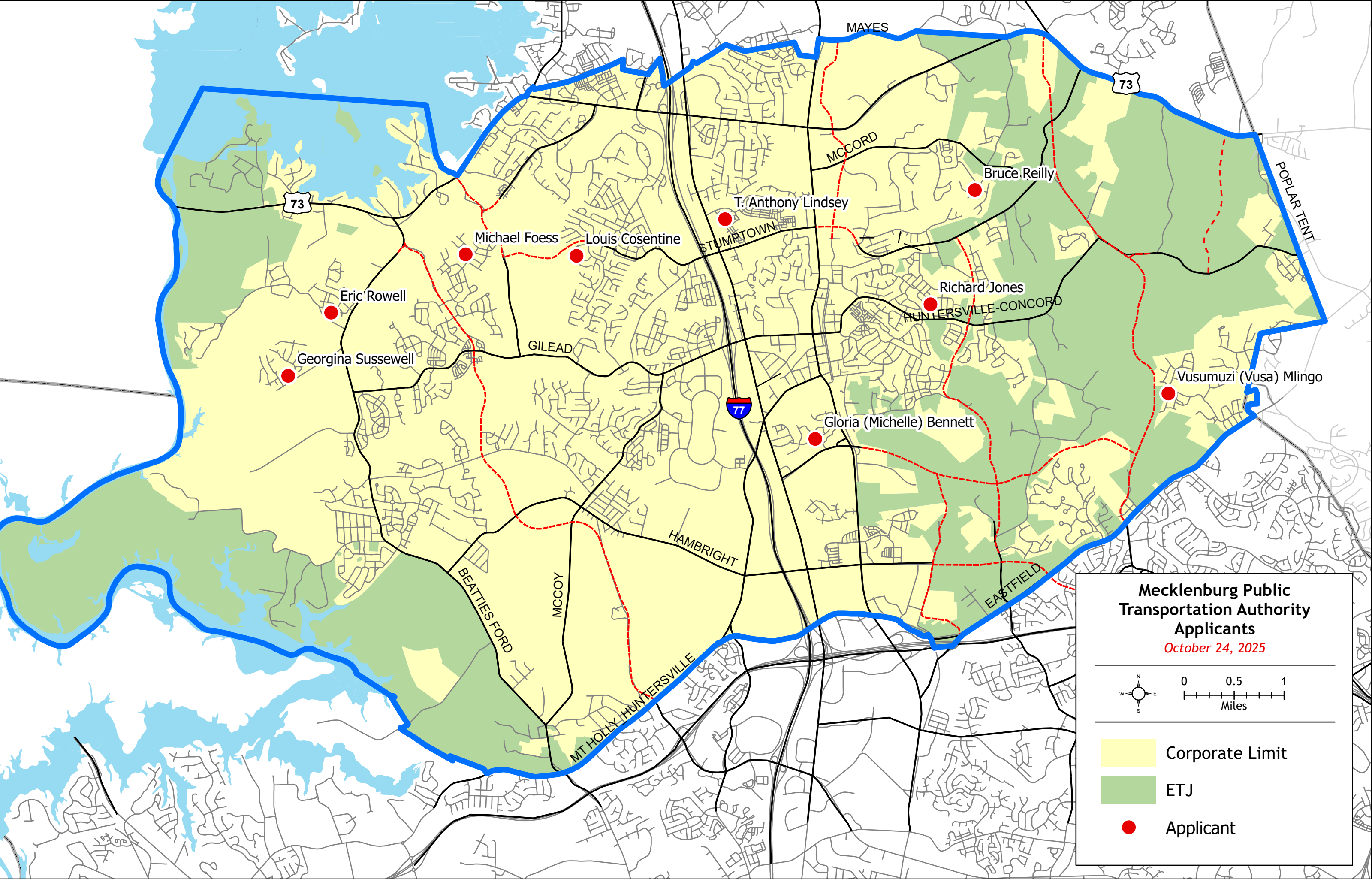
2 Members Total
0 Current
0 Expiring
0 Vacancies since Last Appt
2 APPOINTMENT(S) NEEDED

APPLICANTS (9)

Name	ETJ?	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Bennett, Gloria (Michelle)	☐	No	9/29/2025	
Cosentine, Louis	☐	No	9/22/2025	
Foess, Michael	☐	No	9/24/2025	
Jones, Richard	☐	No	10/20/2025	
Lindsey, T. Anthony	☐	No	10/10/2025	
Mlingo, Vusumuzi (Vusa)	☐	No	10/1/2025	
Reilly, Bruce	☐	No	10/13/2025	
Rowell, Eric	☐	No	10/22/2025	
Sussewell, Georgina	☐	No	9/23/2025	

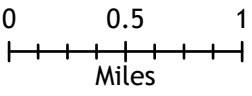
* Term expires within 3 months

Wednesday, November 12, 2025



**Mecklenburg Public
Transportation Authority
Applicants**

October 24, 2025



Corporate Limit



ETJ



Applicant

73

73

77

Eric Rowell

Georgina Sussewell

Michael Foess

Louis Cosentine

T. Anthony Lindsey

Bruce Reilly

Richard Jones

HUNTERVILLE-CONCORD

Vusumuzi (Vusa) Mlingo

Gloria (Michelle) Bennett

MAYES

MCCORD

STUMPTOWN

GILEAD

BEATTIES FORD

MCCOY

HAMBRIGHT

MT HOLLY HUNTERVILLE

EASTFIELD

POPULAR TENT

Print

Mecklenburg Public Transportation Authority (MPTA) Appointment Application - Submission #21313

Date Submitted: 9/29/2025

**Please read the N.C. law that
establishes the MPTA:**

[P.A.V.E. Act](#)

First Name*

Gloria

Last Name*

Bennett

**What other name(s) have you used? (Include legal
names, aliases, maiden names, or professional
monikers.)**

Michelle Bennett

Email Address*

benfammail@gmail.com

Home Address (must be in Huntersville)*

12910 Heath Grove Drive

Mailing Address if different from above

Phone Number*

7049752751

Are you a Huntersville resident residing within Huntersville's municipal limits?*

yes

How long have you been a resident of Huntersville?*

22 years

What is your age range?

☐

Under 18

☐

18-29

☐

30-45

☒

46-55

☐

Over 55

What is your ethnicity?

☒

African American/Black

☐

American Indian

☐

Asian or Pacific Islander

☐

Caucasian/White/Non-Hispanic

☐

Hispanic

☐

Multi-Racial

☐

Other/Unknown

☐

Prefer Not to Answer

What is your gender?

female

Occupation*

retired

Place of Employment*

n/a

Education*

B.S. Business Administration

Business and Civic Experience*

• Volunteer, Special Olympics – Local & World Games (2015 – Present) • Board Member, Huntersville Board of Adjustments (2021 – 2025) • Board Member, Festival in the Park (2022 – Present) • ASC Cultural Leadership Program Graduate (2022) • Huntersville 101 Leadership Class (2018)

Areas of Expertise, Interests and Skills Related to MPTA*

public transportation initiatives (mass transit user nationally and internationally)

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

none at this time

Do you have demonstrated experience or qualifications in the following areas? (Please check all that apply)*

☐

Law

☐

Finance

☐

Engineering

Engineering

☒

Public Transportation

☐

Urban Planning

☐

Logistics

☐

Government

☐

Architecture

☐

Economic Development

☐

None of the Above

You must choose at least one.

**Why are you interested in serving as the Town's appointed member on the MPTA?
Please detail your relevant experience and qualifications here.***

I would like to help Huntersville grow MPT that benefits all citizens.

Approx. hours you could dedicate to this position (per month)*

4-8

How did you learn about this appointed position? (Please check all that apply)*

☐

Huntersville's Website

☐

Huntersville's Social Media

☐

The Huntersville Hub Newsletter

☐

In Conversation

☒

Other

Are you currently an elected official?*

☐

Yes

☒

No

Are you currently running for an elected office? *

☐

Yes

☒

No

Are you a current Town of Huntersville employee?*

☐

Yes

☒

No

Are you a lobbyist? *

☐

Yes

☒

No

Are you a current vendor or contractor of the Town of Huntersville?*

☐

Yes

Are you an immediate family member of a lobbyist?*

☐

Yes



No



No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?*



Yes



No



Maybe

If you answered yes or maybe to any of the above questions, please explain here.

Attach your resume*

Michelle.docx

Attach any relevant information related to this appointment:

No file chosen

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.

4. Your signature certifies that the information on this application is true, correct and complete. And any false or misleading information may result in disqualification or removal.

Electronic Signature*

Michelle Bennett

Signature Date*

9/29/2025

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

Resumé of Michelle Bennett

704-975-2751 | Charlotte, NC

benfammail@gmail.com | <https://www.linkedin.com/in/mbennettnc/>

PROFESSIONAL PROFILE

Recently retired results-driven consultant with 20+ years of experience leading initiatives across financial services, project management, and process improvement. Now seeking **meaningful part-time employment** that leverages my strengths in leadership, analysis, and team support. Known for clear communication, problem-solving, and delivering measurable outcomes.

SKILLS & ACCOMPLISHMENTS

Project Management & Leadership, Process Improvement & Root Cause Analysis, Technical & Business Writing, Training & Development, Communication & Public Speaking, Microsoft Office, SharePoint, Teams, Quality Assurance & UAT, Client Support & Risk Mitigation

Key Achievements

- **Developed 30+ job aids** to support a new Treasury product, improving readiness and onboarding for 100+ team members.
- **Led a root cause analysis** of transaction mismatches for Image Services, resulting in a **59% increase** in access to out-of-balance images and improved client satisfaction.

PROFESSIONAL EXPERIENCE

Truist Bank – Charlotte, NC

Wholesale Payments / Treasury Solutions Process Analyst

2022 – 2025 (*Retired*)

Led strategic business transformation initiatives, supporting enterprise-wide product launches and internal process optimization.

- Partnered with cross-functional teams to align business processes with new technology rollouts.
- Facilitated cost-saving process improvements that enhanced efficiency and compliance.
- Reviewed written procedures, training materials, and communications to ensure information regarding process changes is designed appropriately and effectively.
- Applied technical expertise and demonstrated practical analytical, critical thinking, and problem-solving skills.

Resumé of Michelle Bennett

Page Two

Wells Fargo Bank, N.A. – Charlotte, NC

Implementation Consultant, Payments & Virtual Solutions

2015 – 2021

Provided leadership on operational improvement and compliance across treasury systems.

- Led cross-functional implementation workstreams and enhancement projects.
- Authored and executed UAT scripts for compliance and system integrity.
- Supported operational risk mitigation for new product rollouts.

Business Systems Consultant

2008 – 2015

Delivered technical solutions and improvements for internal banking applications.

- Led application conversions and quality assurance testing for check image systems.
- Designed and trained users on custom loan documentation tools.

EDUCATION & CERTIFICATIONS

Capella University – **B.S. Business Administration, *Summa Cum Laude***

Toastmasters International – **Distinguished Toastmaster (DTM), *Excellence in Leadership & Communication (2016)***

Wells Fargo “**Voice of 2020**” Award – Leadership and Inspiration During Crisis

COMMUNITY AND CIVIC ENGAGEMENT

- Volunteer, Special Olympics – Local & World Games (*2015 – Present*)
- Board Member, Huntersville Board of Adjustments (*2021 – 2025*)
- Board Member, Festival in the Park (*2022 – Present*)
- ASC Cultural Leadership Program Graduate (*2022*)
- Huntersville 101 Leadership Class (*2018*)

Print

**Mecklenburg Public Transportation Authority (MPTA)
Appointment Application - Submission #21234**

Date Submitted: 9/22/2025

**Please read the N.C. law that
establishes the MPTA:**

[P.A.V.E. Act](#)

First Name*

Louis

Last Name*

Cosentine

**What other name(s) have you used? (Include legal
names, aliases, maiden names, or professional
monikers.)**

Email Address*

sailor.fs398@att.net

Home Address (must be in Huntersville)*

15704 Berryfield Street

Mailing Address if different from above

Phone Number*

704-293-5550

**Are you a Huntersville resident
residing within Huntersville's
municipal limits?***

Yes

**How long have you been a resident
of Huntersville?***

22 years

**What is your age
range?**

☐

Under 18

☐

18-29

☐

30-45

☒

46-55

☐

Over 55

What is your ethnicity?

☐

African
American/Black

☐

American Indian

☐

Asian or Pacific
Islander

☐

Caucasian/White/Non-
Hispanic

☐

Hispanic

☐

Multi-Racial

☐

Other/Unknown

☒

Prefer Not to Answer

What is your gender?

Male

Occupation*

Technology Consultant

Place of Employment*

Wells Fargo

Education*

MS in Solid State Physics - Wake Forest University

Business and Civic Experience*

Was 2 term representee of Transit Services Advisory Committee (TSAC) before Covid

Areas of Expertise, Interests and Skills Related to MPTA*

Public Transportation and Commuting Downtown

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

None

Do you have demonstrated experience or qualifications in the following areas? (Please check all that apply)*

☐

Law

☐

Finance

☒

Engineering



Public Transportation



Urban Planning



Logistics



Government



Architecture



Economic Development



None of the Above

You must choose at least one.

**Why are you interested in serving as the Town's appointed member on the MPTA?
Please detail your relevant experience and qualifications here.***

I served as Huntersville's representation on the TSAC for several years right before Covid. During this time we heard a lot about what MPTA was doing but had no influence in that. I am hopeful that I can provide guidance for Huntersville on this

Approx. hours you could dedicate to this position (per month)*

8

How did you learn about this appointed position? (Please check all that apply)*



Huntersville's Website



Huntersville's Social Media

☐

The Huntersville Hub Newsletter

☒

In Conversation

☐

Other

Are you currently an elected official?*

☐

Yes

☒

No

Are you currently running for an elected office? *

☐

Yes

☒

No

Are you a current Town of Huntersville employee?*

☐

Yes

☒

No

Are you a lobbyist?
*

☐

Yes

☒

No

Are you a current vendor or contractor of the Town of Huntersville?*

☐

Are you an immediate family member of a lobbyist?*

☐

Yes
☐
No
☐

Yes
☐
No
☐

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?*

☐
Yes
☒
No
☐
Maybe
☐

If you answered yes or maybe to any of the above questions, please explain here.

Attach your resume*

Louis A Cosentine_9_22.docx

Attach any relevant information related to this appointment:

No file chosen

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.
4. Your signature certifies that the information on this application is true, correct and complete. And any false or misleading information may result in disqualification or removal.

Electronic Signature*

Louis Cosentine

Signature Date*

9/22/2025

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

LOUIS A. COSENTINE

15704 Berryfield Street • Huntersville, North Carolina 28078
704-293-5550 (c) • 704-947-2282 (h) • sailor.fs398@att.net

SENIOR TECHNOLOGY EXECUTIVE

Dynamic, innovative executive who leverages 30 years of technology experience focusing on infrastructure and development risk. 20+ Years of relationship/project management and reporting experience with a variety of Financial Services Clients developing secure and risk adverse international network and delivery capabilities.

Specialize in planning, developing, and implementing cutting-edge technical infrastructure solutions to address the strategic global business needs. Influential leader who builds relationships with global resources, consistently exceeding stakeholder expectations through hands-on management, and establishment of objective management reporting.

AREAS OF EXPERTISE

Risk Management • Information Security • Systems Architecture • System Performance Engineering
CJIS (Criminal Justice Information Services) Security Cleared • IT Outsourcing
• Global Delivery Center Infrastructure Deployments & Security/Risk Coordination
Capacity Planning • Infrastructure Design • Application Development Methodology (ADM)
• Network Security Infrastructure

PROFESSIONAL EXPERIENCE

Wells Fargo – Corporate Infrastructure Solution Delivery Team • Charlotte, NC • August 2016 - Current

Sr. Solution Delivery Executive responsible for Wells Fargo Enterprise Information and Cyber Security (ICS) Infrastructure platform architecture decisions and fulfillment, along with hardware/OS/Middleware continuous system remediation. The position is responsible for ~14,000 assets, and 35+ client relationships. These totals grow annually by 10-15% based on the expanding needs of security, for example in 2020, Louis was responsible for \$85M in ICS Infrastructure related project work, this included several key regulatory mandated projects.

During COVID-19 BCP exercise, Louis worked with Enterprise Information Cyber Security (ICS) and 3d Party teams to develop an approval and deployment process for new remote access capabilities for international personnel. Additionally, worked with security to develop capabilities to allow remote access capabilities for US based 3d party groups.

Carlisle & Gallagher Consulting (Now NTT Consulting) • Charlotte, NC • June 2015 – August 2016

Technology Executive brought in to establish a technology capability within a predominantly change management focused organization. Louis supported Bank of America as a Technology Architect in the Wholesale Bank area. He assisted with developing technology and processes to support new anti-money laundering regulations across a global Financial Services organization. Louis's focus was on integrating Compliance and Risk data across Wealth and Investment Management, Consumer Bank and Wholesale bank to assist in the one view of the client.

First Advantage • Atlanta, Georgia • 2014-May 2015

Corporate Applications Vice President responsible end-to-end management, execution and oversight for technology delivery within the Corporate Applications and Infrastructure Space.

Delivery included corporate security implementations including Active Directory Security, ACE Authentication and implementing both at data at rest and in-motion encryption. Additionally, a separate monitoring solution including email monitoring and network monitoring solutions were also implemented with a security focus for the international workforce.

Louis's position had responsibility for all inbound and outbound network connectivity. The responsibilities also included infrastructure and applications of all CHRI certified systems client facing production systems at FADV approximately 20% of overall company revenues.

Louis oversaw, the initial infrastructure architecture and global support of Oracle eBusinessSuite, OracleSiebel Sales systems, and private cloud Microsoft collaboration tools (Outlook /Lync/ Sharepoint) to support over \$550 Million in revenues. This was done using a cost effective global model, both for the build and run operations. Corporate information security / Cyber Security infrastructure build out's and operations were also part of the scope of the role. Technologies platforms included old and new operating systems including (Solaris/OEL, RHEL, CentOS, Windows 2008r2). Applications included leveraging JBOSS, Apache, IIS, Oracle, Percona MySQL, and MS SQL). Security systems implemented included implementing Splunk and network intrusion detection devices. Additionally, the team implemented a standard monitoring tool (SCOM) and a single pane of glass to create an automated/simplified support structure while improving availability. This was done using Agile techniques including the use of Atlassian Products (Jira and Confluence)

ACCENTURE • Charlotte, North Carolina • 1996-2014

Commercial Project Executive Director supporting Citigroup (May 2011 – January 2013)

Hand-picked by Accenture leadership to serve as a principle technology advocate in support of Citigroup Real Estate and Lending (REL) division. This included establishing Accenture as a large technology development organization within the REL line of business. Initially, the role includes defining Application Development Maturity process improvement strategies to REL in order to differentiate from current incumbent providers, and to reduce 3d party risk across Citigroup REL specifically protecting customer data according to Gramm-Leach-Bliley Act (GLBA). This includes reviewing, analyzing and supporting alternative development techniques, including Agile (for iterative development), and Waterfall approaches. The transformational role includes standard work planning, executive communication, requirements, and traceability and application development quality metrics. This included compiling and preparing executive summaries, presentations for management and senior leaders. Strategic oversight of the Accenture Delivery Center was assumed, as Louis had played a leadership role in defining earlier FI network and data delivery centers.

- Created Accenture's global delivery IT capability with Citigroup which included both development and testing capabilities, exceeding Citigroup global enterprise third party risk management standards.
- Cyber Security lead for new Accenture Delivery Center focused on Citigroup. All integrations with Citi would need to meet Bank specific standards for outsourcing providers. Responsible for initial build out and maintained a 3-7% revenue based operational budget, while at the same time meeting rigorous security standards.
- Developed initial market share (12%) within Citi REL technology space, taking market share from the competition by focusing on complex on-time delivery, correct talent delivery, and quality metrics.
- Demonstrated SME ADM capability, leveraging knowledge of waterfall and agile development methods. Supported the first Agile development sprints within Citi REL, providing expertise and developers who have exposure to quality improvement techniques.
- Created and delivered via Audit 3d party controls to exceed bank requirements, while allowing teams to delivery at a high pace.

- Created a strong team of Websphere, Tibco and JAVA developers to support complex Citi delivery producing quality delivery metrics as they deliver code, providing an additional differentiator for the client.
- Increased capacity of the Accenture off-shore team by over 300%, leading the build-out of delivery centers in India and Philippines
- Managed diverse teams, supporting multiple platforms including JAVA, Windows, C/C++, DB2, COBOL, and interfacing databases along with his delivery center infrastructure responsibilities
- Created Automation Testing Capability and managed functional testing initial team.

Bank of America Technical Testing Center of Excellence - Shared Services Director (2005- May 2011)

Relationship manager and Technology SME responsible for developing strategies, processes, and plans to ensure successful delivery of \$55 million outsourced technical global delivery Technical Testing capability for Bank of America.

Own key client relationships and provide subject-matter expertise to client in defining project scope, infrastructure environment, test environment support, Performance Testing, Information Security Testing, Functional Automation Capabilities for both GUI and Middleware systems and Data Management capabilities. Supervise all phases of program, from proposal development and cost estimates through planning to client satisfaction following execution. Hold full authority for on-target completion of sub-contractor deliverables, software and hardware maintenance, and long-range planning for future capacity. Establish/manage governance and change control processes. Supervised 550 resources worldwide, providing ongoing career development and leadership to constantly improve performance.

- Developed and directed construction of delivery centers in India and Mexico, enabling quick execution of secure testing services for more than 500 bank systems. **Responsible Information Security budget for \$5 M annual capital budget which supported 4 delivery centers in both Mexico and India.** This included responsibilities for risk management that matched corporate regulations, internal audit, bank audit, risk operations network and data compliance needs for Accenture. Network Security, Physical Security and Endpoint monitoring were key delivery aspects. Leveraged network monitoring tools to support remote capabilities.
- Cyber Security lead for Accenture Delivery centers supporting Bank of America. Was responsible for Security Governance, Authentication, Cryptography, Malware control, Firewall technology and support, and Security monitoring of both the network and at the application security level.
- Implemented Accenture's first delivery center in India, and operationalized it within the first 3 years of operation.
- Provided Performance Engineering/Performance Testing capabilities to Bank of America for top 20% of its customer facing systems. This included online banking. Louis was the client relationship manager for each of the LOB's that were leveraging this complex capability.
- Created cutting edge Automation templates and standard deliverables to improve automation penetration
- Introduced Web Services Testing to Bank of America, and implemented it successfully in both the Consumer Bank as well as Wholesale Banking.
- Reduced refresh time for data an improved rate every single release by approximately 10%
- Provided infrastructure project management capabilities to Bank of America to support large scale test environment enablement. Managed program that supported over 500 environments built in less than 1 year.
- Increased new sales to \$3 million and market share by 14% in 2010 by capitalizing on team's strengths to secure additional clients.
- Raised client satisfaction 20% according to survey results, by developing personal relationships and establishing delivery results.
- Controlled infrastructure costs to less than 2% of revenue and raised capacity 33% by leveraging a global support model.
- Adjusted near-shore delivery center pyramid over a 9-month period, lowering average cost per person per hour by 17%.

Technology Architect / Technical Testing Performance Sr. Manager (2004-2005)

Provided infrastructure and application technical direction, project management, and software testing for multiple mission-critical projects with Wachovia and Bank of America. Managed performance engineering, negative testing, production validation testing, and operability testing for online banking. Coordinated design and implementation of physical/IT security, network connectivity, workforce access, equipment configuration, and hardware procurement. Supervised on-shore and offshore resources in 24-hour environment.

- Provided critical architecture validation that ensured functionality for newly created website and maintained successful SOA-based middleware platforms.
- Ensured security of client data during the re-deployment of primary customer interface channel (web) with stricter security policies, workforce access controls, and physical security measures.
- Introduced Automation Testing to the functional space.
- During this period was also the risk officer, supporting all of Wachovia/Wells Fargo's outsourced development teams from Accenture. Worked closely with information Security, and implemented required Remote Access Authentication, Security Monitoring, Malware and Authentication capabilities.

Wells Fargo Transition Program Manager (2003-2004)

Technical expert for large-scale program (49 projects generating \$50 million) integrating enterprise-wide brokerage and banking asset management system for Wachovia Capital Markets as part of an ongoing merger. Supervised testing and implementation teams performing systematic migration of 275,000 accounts valued at \$191 million. Evaluated multiple technical approaches to decreasing client costs while improving operations, reviewing technical blueprint, resource/costing estimates, and program plans. Maintained proactive communications between client, vendor, and other consultants.

- Transformed application maintenance group into an efficient organization focused on large project delivery by developing systems/processes for risk assessment, issue management, cost tracking, and status reporting.

Seisint/Accurint - Supercomputer Delivery Manager (2002-2003)

Relationship manager overseeing successful delivery of \$8 million proprietary massively parallel processing database technology generating \$1-2 million in fee revenue. Was responsible for both Information Security and infrastructure build out. Closely monitored all aspects of projects to ensure achievement of SLAs on critical first delivery to a government organization. Managed 35 onsite Accenture personnel and served as the main point of contact for all stakeholder questions/problems.

- Responsible for all network connectivity in and out of Seisint including new customer direct connections.
- Created standardized processes for migration and documented procedures for support and maintenance of complex systems, reducing down time and providing critical hardening for sale of asset to the government.
- Was responsible for procurement from Compaq/HP systems capable of supporting new multi-node requirements for super computer.
- Achieved aggressive 3-month delivery schedule by creating detailed project plans governing all aspects of the project, internal/external resources, and vendor contributions.

Seisint/Accurint Infrastructure Systems Architect (2000-2002)

Directed multiple projects with budgets of as much as \$30 million for strategic client Seisint, serving as project manager, technical expert, onsite client liaison, and solution architect. Supervised daily operations of testing support, migration, and production support teams. Established team, process, and operational standards governing different production environments to facilitate achievement of all client goals and SLAs.

- Led performance tuning initiative that increased throughput 1000%. Benchmarked standards, championed production goals with employees at all levels, and provided systemic tools to gauge progress.
- Coordinated client's first successful deployment of proprietary net-centric parallel processing supercomputer, establishing procedures that achieved 99% uptime and exceeding sales projections by 15% within the first month of full production.
- Turned around performance of an IT startup that had critical issues in customer service, system availability, and functionality. Gained executive-level support for and implemented a new IT

infrastructure, systems support team, standard version control platform, and testing/production environment.

- Initiated development of application for handling errors as well as component and system recovery. Personally documented requirements and prioritized production hardening, provided automated processes that slashed 50% from maintenance time, and drafted tools to assist development/support teams.
- Initiated initial Information Security monitoring for web devices leveraging Cisco IDS, data encryption at rest, and remote authentication mechanisms.

Bank of America/ Wells Fargo Technical Testing Manager (1999-2000)

Led testing efforts to ensure accurate data transition following merger of 2 large financial services clients. Subject-matter expert for performance and multi-channel/multi-platform technical testing. Held full authority for defining strategic success of transactional system as well as managing daily execution of testing function. Closely monitored all test results to ensure stable platform release.

- Reduced server requirements nearly 25% of capital expense by socializing critical performance testing results in relation to the strategic volumes that were expected over the next year.

Bank of America Infrastructure Architect / Call Center Performance Team Lead / Business Analyst (1996-1999)

Assigned to projects of increasing authority with Bank of America, ultimately leading voice response unit (VRU) and computer telephony integration (CTI) development teams in deployment of 3 call center projects using Genesys 5.1 Suite. Coordinated all phases of the project lifecycle, including documenting requirements for all initiatives, updating data architecture for CTI and VRU, providing production support, and overseeing rollout. Provided training for client teams on entire Genesys CTI components.

- Standardized system time, allowing virtual call center seating program to interface with historical data from 5 centers across 3 time zones.
- Optimized call handling time by developing method of syncing computer telephony queues with physical switch queue.
- Enabled remote control of Genesys applications through a centralized control by deploying Microsoft NT.
- Successfully coordinated call routing software and bank middleware to allow standardized error messaging.

EDUCATION

Master of Science in Physics • Wake Forest University • Winston-Salem, North Carolina

Bachelor of Science in Physics • Wake Forest University • Winston-Salem, North Carolina

PROFESSIONAL DEVELOPMENT

Accenture Global Leadership Development Program (by invitation only). CHRI Data Certified.

Client Data Protection ~ Leading a Diverse Workforce

~ Six Sigma Foundations: Six Sigma Introduction

Six Sigma Team Implementation: Reducing Variation to Improve Quality ~ Cisco Basic Networking

Commercial Discipline: Contract Formation & Management ~ Export Compliance

Sun/Solaris Service-Oriented Architecture Training ~ HP Performance Testing Training Seminar

IBM Websphere Training ~ Internal Controls Over Financial Reporting.

Lie-Detector government clearance~2000

Print

Mecklenburg Public Transportation Authority (MPTA) Appointment Application - Submission #21263

Date Submitted: 9/24/2025

**Please read the N.C. law that
establishes the MPTA:**

[P.A.V.E. Act](#)

First Name*

Michael

Last Name*

Foess

**What other name(s) have you used? (Include legal
names, aliases, maiden names, or professional
monikers.)**

Email Address*

michael@themontroseteam.com

Home Address (must be in Huntersville)*

7023 Church Wood Lane, Huntersville, NC 28078

Mailing Address if different from above

Phone Number*

704-491-3256

Are you a Huntersville resident residing within Huntersville's municipal limits?*

Yes

How long have you been a resident of Huntersville?*

25 Years

What is your age range?

☐

Under 18

☐

18-29

☒

30-45

☐

46-55

☐

Over 55

What is your ethnicity?

☐

African American/Black

☐

American Indian

☒

Asian or Pacific Islander

☐

Caucasian/White/Non-Hispanic

☐

Hispanic

☐

Multi-Racial

☐

Other/Unknown

☐

Prefer Not to Answer

What is your gender?

Male



Occupation*

Construction and Development Engineering
Consultant

Place of Employment*

Montrose LLC

Education*

BS Civil Engineering from Michigan State University with focus on Transportation Engineering and Highway Design
MS Engineering Management from UNC Charlotte

Business and Civic Experience*

I am a licensed Professional Engineer in the state of North Carolina with 5 years of experience in both traffic engineering and geotechnical engineering. After obtaining my professional engineering license and graduate degree in engineering management, I opened my own consulting firm managing commercial construction and development projects around the southeastern United States. In 2016, I was hired by True Homes to start and grow their in-house land development team by implementing data driven project management processes. Within 5 years, I grew the development team across 6 markets to entitle and deliver over 2,400 home sites per year throughout the Carolinas. In 2021, I transitioned back to consulting, opening my firm Montrose, where we help investors, developers, and builders plan, entitle, and develop their residential and commercial projects across the Charlotte MSA. Over my career, I have served in the following positions: - Board of Alumni Advisors for UNC Charlotte's Real Estate Program - Mentor and Volunteer for FIRST Robotics Competitions, a high school STEM program - Chair of the Land Development Committee for the Home Builders Association of Greater Charlotte (HBAGC) - Member of the Board of Directors for the Home Builders Association of Greater Charlotte (HBAGC) - Member of the Subcommittee on Land Use Policy for the National Association of Home Builders (NAHB) - Chair of the Board of Directors for the Real Estate Building Industry Coalition (REBIC) - Member of Charlotte's Development Services Technical Advisory Committee (DSTAC)

Areas of Expertise, Interests and Skills Related to MPTA*

During my undergraduate studies, I focused on transportation engineering, including international studies in Russia. After graduating from Michigan State University, I worked for an engineering firm performing traffic impact studies before moving to geotechnical engineering. As a geotechnical engineer, I worked with Charlotte Mecklenburg School System to perform quality assurance/quality control services on new construction schools. As a consultant, I have 20 years of experience in construction finance, land planning, land use, traffic studies, civil site design, and infrastructure construction for both commercial and residential developments. During the last 10 years of my career, I have worked closely with NCDOT Division 10 engineers, including Brett Canipe, Felix Obregon and Zach Gardner. Zach was recently promoted to be the District 2 Engineer for NCDOT and he and I are both members of Charlotte's Development Services Technical Advisory Council. I believe these relationships will help me represent Huntersville on the MPTA Board.

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

Charlotte's Development Services Technical Advisory Committee

(DSTAC) through 2028

Do you have demonstrated experience or qualifications in the following areas? (Please check all that apply)*



Law



Finance



Engineering



Public Transportation



Urban Planning



Logistics



Government



Architecture



Economic Development



None of the Above

You must choose at least one.

**Why are you interested in serving as the Town's appointed member on the MPTA?
Please detail your relevant experience and qualifications here.***

Huntersville's representative will require someone with knowledge and experience in land planning, transportation engineering, local and state land use ordinances, finance, and project management to best represent Huntersville. As a 25-year resident of Huntersville, along with my engineering and consulting

experience, I believe I am the best person to ensure Huntersville is represented and has a voice at the table. I truly believe that the revenue generated by the \$0.01 sales tax will be transformative for Huntersville so long as Huntersville has a representative passionate enough to make sure that we achieve the Town's goals. I was the only resident of Huntersville, other than Mayor Clark, that spoke at the Mecklenburg County Commissioner's meeting in support of the P.A.V.E. Act. I truly believe that Huntersville needs a representative with existing relationships with the other municipalities to help influence decisions of such a large Board. During my career, I have worked with all of Mecklenburg's municipalities and elected officials and understand how decisions are made.

Approx. hours you could dedicate to this position (per month)*

Up to 20 hours a month

How did you learn about this appointed position? (Please check all that apply)*



Huntersville's Website



Huntersville's Social Media



The Huntersville Hub Newsletter



In Conversation



Other

Are you currently an elected official?*



Yes



Are you currently running for an elected office? *



Yes



No

No

Are you a current Town of Huntersville employee?*



Yes



No

Are you a lobbyist?*



Yes



No

Are you a current vendor or contractor of the Town of Huntersville?*



Yes



No

Are you an immediate family member of a lobbyist?*



Yes



No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?*



Yes



No



Maybe

If you answered yes or maybe to any of the above questions, please explain here.

Attach your resume*

Michael Foess Resume.pdf

Attach any relevant information related to this appointment:

Choose File No file chosen

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.
4. Your signature certifies that the information on this application is true, correct and complete. And any false or misleading information may result in disqualification or removal.

Electronic Signature*

Michael Foess

Signature Date*

9/24/2025

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



Michael F. Foess, PE, PMP

Founding Executive | Montrose LLC

704-828-6096 | Michael@TheMontroseTeam.com
15905 Brookway Dr., Suite 4202, Huntersville, North Carolina 28078

Executive Leader that launched and implemented a \$100,000,000 land development platform for a privately held, regional home builder successfully delivering 6,645 single family lots across 6 markets over a 4-year period. He has also managed more than 15 commercial development projects ranging from a 152,000 ft² retail center to a 70,000 ft² automated mixed materials recovery facility (AAMRF). Mr. Foess has applied his 25 years of related development experience with engineering, construction, and project management to drive down costs and ensure successful project completion. Key qualifications include:

- Highly organized program manager with proven ability to successfully initiate, plan, manage, and complete multiple projects with a combined value of over \$100 million
- Expert at initiating and managing data driven development platforms using business analytics, project charters, budgets, proformas, cash flow projections, Gantt charts, issue logs, and milestone reviews
- Superb relationships with local municipalities and state and Federal regulatory agencies to expedite permitting approvals for project entitlements
- Extensive experience performing value engineering of construction documents, saving one client nearly 10% in offsite construction costs
- Outstanding development program manager and project manager with proven ability to resolve issues and meet project schedules for entitlement, site development, building construction and offsite improvements

EDUCATION

Master of Science in Engineering Management, 2003

University of North Carolina, Charlotte, North Carolina

- Concentration in advanced project management
- Post graduate coursework in The Belk School of Business' Real Estate Development and Finance

Bachelors of Science in Civil Engineering, 1999

Michigan State University, East Lansing, Michigan

- Additional post graduate coursework at the Volgograd State University of Architecture and Civil Engineering, Volgograd, Russia through the MSU Study Abroad program

LICENSES AND AFFILIATIONS

- Registered Professional Engineer in North Carolina
- Certified Project Management Professional through Project Management Institute
- Qualifier for General Contractor License in North Carolina
- Board of Directors, Home Builders Association of Greater Charlotte
- Chair, REBIC Board of Directors, Charlotte, North Carolina
- Subcommittee Member, National Home Builders Association's Subcommittee on Land Use Policy
- Member, City of Charlotte's Development Services Technical Advisory Committee
- Past Chair, Land Development Council, Home Builders Association of Greater Charlotte
- Past Board Member, UNC Charlotte's Real Estate Alumni Advisory Board

PROFESSIONAL EXPERIENCE

2/2021-Present, ***Founding Executive***, Montrose, LLC, Huntersville, NC

- Provide tailored Program Management and Project Management consulting services to builders, developers, investors, private equity, and family offices
- Work with project sponsors, stakeholders, and consultants to develop and define goals and strategic approaches to projects resulting in an approved Project Charter that guides the development team through the project life cycle
- Lead team of project managers, analysts and subject matter experts to research and define proposed uses, governing ordinances and laws, existing and required infrastructure and entitlements, constraints, and budgets to achieve project goals
- Manage project team to develop the scope of work, defined activities, relationships, and durations which are used to create the initial project schedule
- Identify and procure resources to perform the scope of work through a diligent process to ensure the resources and subject matter experts align with the project team's culture and that competency, cost, and capacity needs are met.
- Leverage existing relationships and develop new relationships with municipal, state, and federal staff and other stakeholders that are involved in the entitlement of the project to ensure timely approvals.
- Monitor and control the implementation and execution of the project plan
- Perform Competitive Market Analysis on proposed projects to develop financial proformas based on market comps, capital stack, development budget, and project schedules.

7/2016-2/2021, ***Operations Partner – Land Development***, True Homes, LLC, Monroe, NC

- Member of Leadership Team that won NHQ Gold (2019) and Professional Builder of the Year (2020)
- Initiated and launched land development platform that matured to \$100,000,000 in 3 years across 6 markets
- Successfully delivered 6,645 completed single family lots to the sales and building teams
- Developed proprietary land development project information system database to track land development progress against baselines with 84% conformance across all markets
- Defined and maintained corporate land development standards from land acquisition and due diligence through entitlement and construction
- Developed strategic approach to ensure lot supply by price and submarkets were available to meet demand
- Led, participated in, or reviewed land acquisition negotiations and contract terms for all land development projects
- Trained and coached staff on project management skills to effectively scope, plan, execute, control, and close out successful land development projects on schedule, within budget, and meet quality standards
- Analyzed design and implementation of site image enhancements to ensure project conforms to standards

9/2009-7/2016, ***Chief Operations Officer***, Montrose Construction, Inc., Cornelius, NC

- Provided project management consulting services to commercial and residential developers
- Oversee field operations for construction and facility maintenance company
- Manage the development and maintenance of the proprietary project management database and information system
- Draft and maintain Standard Operating Procedure manual
- Managed team of 17 employees and 37 trade partners
- Oversee field operations for a 70,000 ft² advanced automated material recovery facility in Montgomery, AL
- Manage due diligence and entitlement of contaminated 40-acre brown field site
- Worked with Alabama Department of Environmental Management regarding site contamination and permitting the largest recycling facility and the first composting facility in the state
- Manage contractor procurement including request for proposals and selection process
- Manage site work and vertical construction of tilt-up building
- Verified commissioning of automated recycling equipment to verify processing rates and recovery rates to meet contract documents

8/2004-12/2010, **President**, The Sussex Group, Inc., Huntersville, NC

- Commercial real estate development program management and consulting
- Managed due diligence and site feasibility analysis with emphasis on the impact to the development budget and risk associated with potential construction and operating issues
- Successfully managed project entitlements including annexation, rezoning and permitting of the master plan for 91 acre retail development
- Coordinated construction document preparation for 152,000 square feet retail center and over \$3 million in offsite North Carolina Department of Transportation (NCDOT) roadway improvements
- Performed construction administration and development management services for a retail developer, successfully opening the anchor tenant on time and within budget

12/2004-3/2006 **Vice President**, The McAlpine Group, LLC, Charlotte, NC

- Established and managed commercial development division with portfolio value of more than \$20,000,000
- Performed site selection and negotiated land purchase contracts and managed due diligence analysis
- Developed site specific budgets, pro forma, and cash flow analysis using MS Excel and Argus software
- Acquired project financing including bank and mezzanine debt, secured permanent financing
- Managed all aspects of design, entitlements, contractor selection, and site construction
- Managed offsite NCDOT and SCDOT roadway improvements
- Negotiated tenant leases with national and local tenants, condo sales, single family lot sales, and project disposition through sales to investors

2/2004-9/2004, **Project Manager**, Grogan Associates, Davidson, NC

- Managed construction and renovation of more than 25 bank branches from Florida to Virginia
- Worked with architects and engineers to produce construction documents and obtain construction permits
- Managed contractor evaluation and selection

4/2000-2/2004 **Staff Professional**, S&ME, Inc., Charlotte, NC

- Performed special inspections including geotechnical, concrete, structural masonry, and fireproofing
- Evaluated site conditions and made recommendations for owners with regard to site construction

Print

Mecklenburg Public Transportation Authority (MPTA) Appointment Application - Submission #21582

Date Submitted: 10/20/2025

**Please read the N.C. law that
establishes the MPTA:**

[P.A.V.E. Act](#)

First Name*

Richard

Last Name*

Jones

**What other name(s) have you used? (Include legal
names, aliases, maiden names, or professional
monikers.)**

Email Address*

richardjonesr@yahoo.com

Home Address (must be in Huntersville)*

15821 Oxford Glenn Drive

Mailing Address if different from above

Phone Number*

9196247730

Are you a Huntersville resident residing within Huntersville's municipal limits?*

Yes

How long have you been a resident of Huntersville?*

15 Years

What is your age range?

☐

Under 18

☐

18-29

☐

30-45

☒

46-55

☐

Over 55

What is your ethnicity?

☒

African American/Black

☐

American Indian

☐

Asian or Pacific Islander

☐

Caucasian/White/Non-Hispanic

☐

Hispanic

☐

Multi-Racial

☐

Other/Unknown

☐

Prefer Not to Answer

What is your gender?

Male

Occupation*

Safety

Place of Employment*

City of Charlotte (Charlotte Area Transit System)

Education*

B.S., Business Administration & Human Resource Development

Business and Civic Experience*

My expertise includes compliance oversight, program development, grant administration, and interagency coordination. I am committed to advancing safe, efficient, and sustainable mobility across Mecklenburg County by supporting data-driven decision-making, equitable access, and regional connectivity to strengthen the overall transportation network. In addition to my professional career, I previously served on the Lake Royale Board of Directors, where I gained valuable experience in community governance, budgeting, and stakeholder engagement.

Areas of Expertise, Interests and Skills Related to MPTA*

Areas of Expertise: • Public Transit Operations and Safety Oversight • Regional Transportation Planning and Policy Implementation • Federal and State Transit Compliance (FTA, NCDOT, USDOT, ADA) • Strategic Program Development, Budgeting, and Grant Administration • Interagency Coordination and Community Engagement • Emergency Management and Continuity Planning for Transit Systems Skills and Interests: • Advancing safe, efficient, and sustainable mobility across Mecklenburg County • Enhancing coordination among local, state, and federal transit partners • Promoting equitable and accessible transportation for all residents • Using data-driven decision-making to improve transit system performance • Supporting initiatives that expand regional connectivity and reduce congestion

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

Do you have demonstrated experience or qualifications in the following areas? (Please check all that apply)*

Law



Finance



Engineering



Public Transportation



Urban Planning



Logistics



Government



Architecture



Economic Development



None of the Above

You must choose at least one.

**Why are you interested in serving as the Town's appointed member on the MPTA?
Please detail your relevant experience and qualifications here.***

I am interested in serving as the Town's appointed member on the MPTA because I am deeply committed to improving public transit accessibility, safety, and sustainability for the residents of Mecklenburg County. With over 30 years of experience in transportation operations, safety management, and regional planning, I have developed a strong understanding of how policy, funding, and collaboration impact community mobility. My background with the Charlotte Area Transit System (CATS) and the NCDOT Public Transportation Division has equipped me with expertise in compliance oversight, program development, and interagency coordination. As a resident of Huntersville and former member of the Lake Royale Board of Directors, I value civic engagement and understand the importance of representing local interests in regional decision-making. I am dedicated to supporting the MPTA's mission to build an integrated, efficient, and equitable transportation network that serves the needs of all communities.

Approx. hours you could dedicate to this position (per month)*

I can dedicate 20 hours per month to MPTA responsibilities and am willing to commit additional time for special projects or urgent matters.

How did you learn about this appointed position? (Please check all that apply)*



Huntersville's Website



Huntersville's Social Media



The Huntersville Hub Newsletter



In Conversation



Other

Are you currently an elected official?*



Yes



No

Are you currently running for an elected office? *



Yes



No

Are you a current Town of Huntersville employee?*



Are you a lobbyist? *



Yes

☐

No

☒

Yes

☐

No

☒

Are you a current vendor or contractor of the Town of Huntersville?*

☐

Yes

☒

No

Are you an immediate family member of a lobbyist?*

☐

Yes

☒

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?*

☐

Yes

☒

No

☐

Maybe

If you answered yes or maybe to any of the above questions, please explain here.

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.
4. Your signature certifies that the information on this application is true, correct and complete. And any false or misleading information may result in disqualification or removal.

Electronic Signature*

Richard R. Jones

Signature Date*

10/20/2025

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

Richard R. Jones
15821 Oxford Glenn Drive
Huntersville, North Carolina 28078
(919) 919-624-7730
Email address: richardjonesr63@gmail.com

PROFESSIONAL SUMMARY

Transportation professional and U.S. Air Force veteran with 30+ years of leadership in management, safety, and operations across federal, state, and municipal systems. Proven expertise in public transit policy, compliance oversight, interagency coordination, and regional transportation planning. Dedicated to advancing safe, efficient, and sustainable mobility for Mecklenburg County residents.

CORE COMPETENCIES

Public Transit Operations & Safety, Strategic Planning & Policy Implementation, Budgeting & Grant Oversight, Federal & State Compliance, Stakeholder & Community Engagement, Transportation System Audits, Data-Driven Decision Making, and Program Evaluation & Reporting

PROFESSIONAL EXPERIENCE

Senior Safety Coordinator | Charlotte Area Transit System (CATS) — Charlotte, NC
May 2015 thru Present

Duties:

- Implement and monitor transportation system plans and annual training programs for staff and operators.
- Oversee regional transportation planning, compliance, and workforce training aligned with federal FAST Act initiatives.
- Collaborate with leadership to ensure funding alignment, operational continuity, and adherence to safety standards.
- Develop audit protocols to improve system performance, accountability, and regulatory compliance.
- Coordinate training and workshops with the Federal Transit Administration (FTA) and NCDOT.

Safety and Security Program Manager | Public Transportation Division, NCDOT — Raleigh, NC
October 2008 thru May 2015

Duties:

- Manage and Coordinate requests with the mass transit systems within the North Carolina as transportation manager for the Emergency Support Function (ESF) #1 Managed statewide safety, security, and funding oversight for 100 counties transit systems.
- Developed the NC Public Transportation Division Pandemic & Emergency Continuity Plans.
- Led implementation of MAP-21 and other federal initiatives to enhance rural and urban transit networks.
- Conducted statewide safety audits, training programs, and technical assistance to ensure compliance with USDOT, FTA, OSHA, and ADA regulations.
- Managed the North Carolina Department of Transportation Apprenticeship and Internship program.
- Establish team goals and manage teams to meet those goals to support the North Carolina Department of Transportation Goal and Mission.

Program Specialist | Public Transportation Division, NCDOT — Raleigh, NC
October 2006 thru October 2008

Duties:

- Provided technical assistance and compliance monitoring for rural and urban transit systems statewide.
- Delivered safety training programs and implemented standardized operational assessments.
- Advised leadership on funding, safety, and personnel development policies.

- Ensured safety and security compliance under Title 49 CFR regulations.
- Assisted regional transit systems in developing local programs aligned with state transportation initiatives.

Director, Squadron Readiness / Section Chief / NCOIC | U.S. Air Force — Seymour Johnson AFB, NC
November 2003 thru October 2006

Duties:

- Managed readiness, safety, security, and environmental programs for the 4th Equipment Maintenance Squadron.
- Supervised 150+ personnel and oversaw \$20M in assets and equipment.
- Led investigations, security compliance reviews, and personnel readiness initiatives.
- Developed training and anti-terrorism procedures that improved readiness scores and reduced incidents.
- Collaborated with local law enforcement and command staff to resolve security, financial, and morale concerns impacting unit readiness.

Manager, Non-Commissioned Officer in Charge | U.S. Air Force 4th Equipment Maintenance Squadron- Seymour Johnson AFB, NC
November 2000 thru November 2003

Duties:

- Developed and implemented safety policies and programs across the squadron.
- Served as First Sergeant, coordinating legal processes with local law enforcement.
- Managed personnel readiness, investigations, and compliance for the largest F-15E Strike Eagle Fighter Wing in the Air Force.

EDUCATION & CERTIFICATIONS

- Master of Theology (in progress), Liberty University
- B.S., Business Administration & Human Resource Development, University of Mount Olive, 2003
- A.A.S., Aircraft Armament Systems Technology, Community College of the Air Force- 2001

CERTIFICATIONS:

- Safety & Security Director (World Safety Organization, 2025)
- Infrastructure Protection (Texas A&M, 2025)
- Public Transportation Safety Training (U.S. DOT, 2024)
- Transit Program Management (U.S. DOT, 2018)
- Manager of Environmental, Safety & Health Programs (NC State Univ., 2013)
- NIMS Certification (FEMA, 2008)

ADDITIONAL SKILLS & COMMUNITY INVOLVEMENT

- Active resident of Huntersville, NC, committed to enhancing public transit accessibility and safety in Mecklenburg County.
- Advocate for sustainable growth, regional collaboration, and equitable transportation solutions.
- Serve as Party Judge for residents of Huntersville, Mecklenburg County.

Print

**Mecklenburg Public Transportation Authority (MPTA)
Appointment Application - Submission #21470**

Date Submitted: 10/10/2025

**Please read the N.C. law that
establishes the MPTA:**

[P.A.V.E. Act](#)

First Name*

T. Anthony

Last Name*

Lindsey

**What other name(s) have you used? (Include legal
names, aliases, maiden names, or professional
monikers.)**

Thomas Anthony Lindsey

Email Address*

TAnthony.Lindsey@gmail.com

Home Address (must be in Huntersville)*

15829 Taviston Street

Mailing Address if different from above

Phone Number*

980-721-4350

Are you a Huntersville resident residing within Huntersville's municipal limits?*

yes

How long have you been a resident of Huntersville?*

23 years

What is your age range?

☐

Under 18

☐

18-29

☐

30-45

☒

46-55

☐

Over 55

What is your ethnicity?

☒

African American/Black

☐

American Indian

☐

Asian or Pacific Islander

☐

Caucasian/White/Non-Hispanic

☐

Hispanic

☐

Multi-Racial

☐

Other/Unknown

☐

Prefer Not to Answer

What is your gender?

Male

Occupation*

Real Estate Professional

Place of Employment*

Self-Employed

Education*

BA Music Business from Johnson C. Smith University; Licensed NC Real Estate Broker; Former Certified Purchasing Manager

Business and Civic Experience*

Own & Operate Real Estate Small Business for over 25 years; Served on Charlotte Regional Visitor Authority (CRVA); Served on Charlotte Housing Trust Fund Advisory Board (Chair for 2 years); Served NC Real Estate Commission ('24-25 Chairman)

Areas of Expertise, Interests and Skills Related to MPTA*

Worked on governing boards for government entities, decades of Contract negotiating experience, decades of experience with City planning & development; experience in developing organizational policy in compliance with statutory law; experience in procurement & logistics practices; experience in community and economic development; experience leading large scale quasi-governmental agencies; knowledge & experience related to NCDOT property disposition; knowledge related to Smart Growth practices; grassroots community engagement; decades of experience in housing, community & economic development advocacy; strong interest in community preservation, economic mobility and sustainable growth & development

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

Not Currently Serving; Available to Serve

Do you have demonstrated experience or qualifications in the following areas? (Please check all that apply)*



Law



Finance

☐

Engineering

☐

Public Transportation

☐

Urban Planning

☒

Logistics

☒

Government

☐

Architecture

☒

Economic Development

☐

None of the Above

You must choose at least one.

**Why are you interested in serving as the Town's appointed member on the MPTA?
Please detail your relevant experience and qualifications here.***

I believe I bring a well rounded background of experience, knowledge and vision that aligns with those needed for the MPTA to succeed. As a long term resident of Huntersville who has seen how Huntersville has grown over the past 23 years, I believe I can bring that perspective to the MPTA. My deep experience in real estate and understanding of the fundamental principals of controlled sustainable growth and development provide me an essential perspective to collaborate with the other members of the MPTA. It's my aim to ensure that the Town of Huntersville and all of its residents have a capable and committed member of the community working on the MPTA.

Approx. hours you could dedicate to this position (per month)*

40+

How did you learn about this appointed position? (Please check all that apply)*

☐

Huntersville's Website

☐

Huntersville's Social Media

☐

The Huntersville Hub Newsletter

☐

In Conversation

☒

Other

Are you currently an elected official?*

☐

Yes

☒

No

Are you currently running for an elected office? *

☐

Yes

☒

No

Are you a current Town of Huntersville employee?*

☐

Yes

☒

No

Are you a lobbyist? *

☐

Yes

☒

No

Are you a current vendor or contractor of the Town of Huntersville?*

☐

Yes

☒

No

Are you an immediate family member of a lobbyist?*

☐

Yes

☒

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?*

☐

Yes

☐

No

☒

Maybe

If you answered yes or maybe to any of the above questions, please explain here.

As a real estate professional, it's possible I could have clients who might become impacted by the work of the MPTA.

Attach your resume*

Brief Bio.pdf

Attach any relevant information related to this appointment:

Choose File No file chosen

Electronic Signature Agreement

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

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4. Your signature certifies that the information on this application is true, correct and complete. And any false or misleading information may result in disqualification or removal.

Electronic Signature*

T. Anthony Lindsey

Signature Date*

10/10/2025

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



T. Anthony Lindsey Brief Background

Mr. Lindsey has been in the Real Estate profession for nearly three decades. He has owned and operated a real estate brokerage small business for over 25 of those years, along with a Mortgage Company.

Mr. Lindsey has been an active leader in the real estate profession and the community. He served multiple terms on the Board of Directors for the local Charlotte Regional Realtors Association (now CANOPY), including serving on their Executive Committee as Treasurer. He's also served many years on the state-wide Board of Directors for the NC Realtors, a 50 thousand plus member trade association. Mr. Lindsey served on various committees at the National Association of Realtors (NAR), including 12 years as the NAR Federal Political Coordinator for former Congressman Mel Watt of North Carolina's 12th Congressional District. Mr. Lindsey has testified as an expert witness before Congress on behalf of the National Association of Realtors, (a 1.2 million plus member trade association) relating to reform of the federal Real Estate and Settlement Procedures Act. He was appointed by the Charlotte City Council to serve on the Board of the Charlotte Regional Visitor Authority (CRVA) where he chaired the Central Intercollegiate Athletic Association (CIAA) Local Organizing Committee during its early period. He was appointed to the City's very first Housing Trust Fund Advisory Board where he was Chairman for two years. He served on the City's Small, Minority & Women Owned Business program task force to help transform it as part of City government. In 2020, Mr. Lindsey was again appointed by the Charlotte City Council to work on the Charlotte Housing Community Recovery Task Force to help guide the City through housing issues during the COVID 19 pandemic and help provide residents with a long-term vision for a healthy and stable economic and civic environment. In 2019 he was appointed by Governor Roy Cooper to serve on the North Carolina Real Estate Commission and was reappointed in 2022. He was elected the Chair of the Commission for the 2025 term.

Mr. Lindsey is a founding board member serving over 12 years in various roles including, founding President, Treasurer, and now serving as Vice President of the North Carolina High School for Accelerated Learning. It is a metro-Charlotte area non-profit Charter School organization that oversees two area high schools providing over 800 students annually and growing, with a non-traditional opportunity to achieve a high school diploma. He has also served on other local non-profit boards and various industry related committees over the years.

Prior to becoming involved in the real estate profession, Mr. Lindsey held various executive positions within the telecommunications industry. He's lead corporate purchasing of large-scale computing and switching equipment, headed a corporate Minority-Women Owned Business Development program for a \$300 million annual procurement program, and, served as a technology licensing executive handling global licensing agreements for intellectual property, and advanced research and development technologies generating multi-million-dollar royalty revenues.

Mr. Lindsey holds a B.A. degree in Music Business from Johnson C. Smith University; is licensed as a real estate Broker in North Carolina. He is a former Certified Purchasing Manager, a North Carolina Life and Health Insurance Broker, and NC Licensed Mortgage Broker. He has and continues to be a strong advocate for affordable housing and community economic development.

Print

Mecklenburg Public Transportation Authority (MPTA) Appointment Application - Submission #21353

Date Submitted: 10/1/2025

**Please read the N.C. law that
establishes the MPTA:**

[P.A.V.E. Act](#)

First Name*

Vusumuzi

Last Name*

Mlingo

**What other name(s) have you used? (Include legal
names, aliases, maiden names, or professional
monikers.)**

Vusa

Email Address*

vusamlingo@gmail.com

Home Address (must be in Huntersville)*

10925 Brandie Meadow Lane Huntersville NC
28078

Mailing Address if different from above

Phone Number*

9194235448

Are you a Huntersville resident residing within Huntersville's municipal limits?*

Yes

How long have you been a resident of Huntersville?*

8

What is your age range?

☐

Under 18

☐

18-29

☒

30-45

☐

46-55

☐

Over 55

What is your ethnicity?

☒

African American/Black

☐

American Indian

☐

Asian or Pacific Islander

☐

Caucasian/White/Non-Hispanic

☐

Hispanic

☐

Multi-Racial

☐

Other/Unknown

☐

Prefer Not to Answer

What is your gender?

Male

Occupation*

NA

Place of Employment*

NA

Education*

MBA

Business and Civic Experience*

Corporate Finance

Areas of Expertise, Interests and Skills Related to MPTA*

Finance

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

n/a

Do you have demonstrated experience or qualifications in the following areas? (Please check all that apply)*

☐

Law

☒

Finance

☐

Engineering

☐

Public Transportation

☐

Urban Planning

☐

Logistics

☐

Government

☐

Architecture

☐

Economic Development

☐

None of the Above

You must choose at least one.

**Why are you interested in serving as the Town's appointed member on the MPTA?
Please detail your relevant experience and qualifications here.***

I am interested in serving because I believe transportation is critical to connecting communities, enabling growth, and improving quality of life. I want to contribute my experience to ensure the Town's interests are well represented in regional planning. Relevant experience and qualifications: • Led corporate strategy and M&A initiatives in industrial sectors, including transportation technology and infrastructure, requiring evaluation of complex systems and long-term investments. • Skilled in stakeholder engagement, balancing financial, operational, and community impact. • Active in local community and business development initiatives, supporting entrepreneurs and small businesses in Charlotte. • Strong background in strategic planning, financial discipline, and collaborative leadership. I bring an analytical, community-focused perspective and am committed to advancing transportation solutions that support sustainable growth and accessibility for all residents.

Approx. hours you could dedicate to this position (per month)*

20

How did you learn about this appointed position? (Please check all that apply)*

☐

Huntersville's Website

☐

Huntersville's Social Media

☐

The Huntersville Hub Newsletter

☒

In Conversation

☐

Other

Are you currently an elected official?*

☐

Yes

☒

No

Are you currently running for an elected office? *

☐

Yes

☒

No

Are you a current Town of Huntersville employee?*

☐

Yes

☒

No

Are you a lobbyist? *

☐

Yes

☒

No

Are you a current vendor or contractor of the Town of Huntersville?*

☐

Yes

☒

No

Are you an immediate family member of a lobbyist?*

☐

Yes

☒

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?*

☐

Yes

☒

No

☐

Maybe

If you answered yes or maybe to any of the above questions, please explain here.

Attach your resume*

Vusa A. Mlingo Resume (7-28-2025).pdf

Attach any relevant information related to this appointment:

Choose File

No file chosen

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.
4. Your signature certifies that the information on this application is true, correct and complete. And any false or misleading information may result in disqualification or removal.

Electronic Signature*

Vusa A. Mlingo

Signature Date*

10/1/2025

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

Vusa A. Mlingo

10925 Brandie Meadow Lane, Huntersville, NC 28078

(919) 423-5448 •vusamlingo@hotmail.com

Proven leader in middle-market M&A, corporate strategy, and portfolio transformation. Track record of driving significant shareholder value creation across global industrial businesses by aligning capital deployment, strategic clarity, and execution discipline. Expertise in building M&A engines, leading complex transactions, and advising boards and CEOs on growth strategies.

PROFESSIONAL EXPERIENCE

ESAB Corporation, N. Bethesda, MD

2022 - Present

CHIEF STRATEGY AND CORPORATE DEVELOPMENT OFFICER (Section 16 Officer)

Led global strategy and built ESAB's M&A function from the ground up, transforming the business into an industrial compounder and driving significant shareholder value creation.

Select Accomplishments:

- Built ESAB's global M&A engine—origination, execution, and integration—entirely from scratch.
- Completed 11 acquisitions across North America, South America, Europe, and APAC in under 3 years, deploying \$700M+ in capital.
- M&A program is a significant contributor in driving ESAB's share price from \$40 at IPO to \$130+, creating over \$5.4 billion in shareholder value.
- Expanded ESAB's total addressable market through strategic adjacencies and platform expansion.
- Advised the CEO and Board on portfolio transformation, capital allocation, and inorganic growth.
- Chaired the board of the SeAH Joint Venture in South Korea, advancing growth in Asia.
- Led company-wide strategic planning process and execution of major growth initiatives.

SPXFLOW, Inc., Charlotte, NC

2018 – 2021

VICE PRESIDENT CORPORATE DEVELOPMENT & STRATEGY (2020 – 2021)

VICE PRESIDENT BUSINESS DEVELOPMENT (2018-2019)

Instrumental in repositioning SPX FLOW through strategy development, a major divestiture, and disciplined reinvestment—resulting in a dramatic uplift in valuation and enterprise value.

Select Accomplishments:

- Developed and executed an enterprise transformation strategy that increased **enterprise value by ~90%**.
- Supported share price rerating from **8x to 18x EBITDA**, contributing to **over \$1.6 billion in market cap growth**.
- Led the **divestiture of a \$500M+ business** to a private equity sponsor in a challenging environment.
- Reinvested proceeds into **three strategic acquisitions** aligned with long-term growth goals.
- Built SPX FLOW's first **programmatic M&A platform**, targeting 2–4 acquisitions per year.
- Received two **Leadership Awards** for enterprise strategy and divestiture execution.
- Created M&A playbooks for target screening, diligence, and integration; built internal M&A capabilities across the business.

INGERSOLL RAND CORP., Davidson, NC

2006 – 2018

SENIOR MANAGER – CORPORATE DEVELOPMENT

CORPORATE DEVELOPMENT MANAGER

Partnered with leadership across four business segments to develop and execute strategic M&A roadmaps.

- Built a **pipeline of ~150 targets** across 7 business units in 4 global regions.
- Led multiple cross-border acquisitions from origination through diligence and Board approval.
- Directed an **emerging markets strategy project** that identified top-priority growth geographies.

- Supported development of a competitive strategy for **Trane Residential HVAC**, defining improvement levers.
- Played a key role in integrating a **\$10B Trane acquisition**, leading to **\$500M+ in value capture** (60% above goal).
- Received **Chairman's and President's Awards** for leadership on major acquisitions.

INGERSOLL RAND, Davidson, NC

2006 – 2018

SENIOR GLOBAL PRODUCT MANAGER – OIL FREE ROTARY PORTFOLIO

SENIOR GLOBAL PRODUCT MANAGER - AIR-COOLED CHILLERS

MANAGER- CAPITAL MARKETS - CORPORATE TREASURY

COMCAST CORP., Philadelphia, PA

2003 – 2006

CAPITAL MARKETS MANAGER - CORPORATE TREASURY

CIGNA CORP, Philadelphia, PA

2000 – 2003

ASSISTANT DIRECTOR CAPITAL PLANNING, CORPORATE TREASURY

IBM CORP, Research Triangle Park, NC

1997 – 2000

THINKPAD BRAND ADVOCATE, PERSONAL SYSTEMS GROUP

EDUCATION

- MBA Howard University, Washington DC
- BSc Honors University of Zimbabwe, Harare, Zimbabwe

Executive Training and Leadership Roles Certifications

- Executive Leadership Council member (2025)
- McKinsey Black Executive Leadership Development (2020)
- Co-Chair Supplier Diversity Committee – SPX FLOW Black Employees Enterprise Resource Group

Honors and Awards

- **Savoy Magazine – Top 300 Black Executives (2024)**
- **Leadership Award** – Enterprise Strategy Development (2020)
- **Leadership Award** – Power and Energy Business Divestiture (2020)
- **President's Award – Leadership (2014)**
 - \$850M Cameron Centrifugal Compression Acquisition
- **Chairman's Awards (2010)**
 - Dual Citizenship \$10B Trane Acquisition and Integration delivering over \$500M productivity improvements and revenue generation, outperforming goal by 60% through 300 cross functional enterprise-wide projects in the Americas, Europe and Asia
- **President's Award - Dual Citizenship (2010)**
 - \$10B Trane Acquisition and Integration delivering over \$500M productivity improvements and revenue generation, outperforming goal by 60% through 300 cross functional enterprise-wide projects in the Americas, Europe and Asia
- **President's Award – Leadership (2009)**
 - \$850M Cameron Centrifugal Compression Acquisition

Print

**Mecklenburg Public Transportation Authority (MPTA)
Appointment Application - Submission #21503**

Date Submitted: 10/13/2025

**Please read the N.C. law that
establishes the MPTA:**

[P.A.V.E. Act](#)

First Name*

Bruce

Last Name*

Reilly

**What other name(s) have you used? (Include legal
names, aliases, maiden names, or professional
monikers.)**

Email Address*

breilly360@aol.com

Home Address (must be in Huntersville)*

15910 Woodcote Drive

Mailing Address if different from above

Phone Number*

7044510479

Are you a Huntersville resident
residing within Huntersville's
municipal limits?*

Huntersville

How long have you been a resident
of Huntersville?*

25 years

What is your age
range?

☐

Under 18

☐

18-29

☐

30-45

☒

46-55

☐

Over 55

What is your ethnicity?

☐

African
American/Black

☐

American Indian

☐

Asian or Pacific
Islander

☒

Caucasian/White/Non-
Hispanic

☐

Hispanic

☐

Multi-Racial

☐

Other/Unknown

☐

Prefer Not to Answer

What is your gender?

Male

Occupation*

Senior Project Manager

Place of Employment*

CEC

Education*

Bachelor of Science in Chemical Engineering; Registered Professional Engineer in NC since 1989.

Business and Civic Experience*

Manage multiple environmental engineering projects across the United States

Areas of Expertise, Interests and Skills Related to MPTA*

Environmental engineering;

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

None

Do you have demonstrated experience or qualifications in the following areas? (Please check all that apply)*

☐

Law

☐

Finance

☒

Engineering

☐

Public Transportation

☐

Urban Planning

☐

Logistics

☒

Government

☐

Architecture

☐

Economic Development

☐

None of the Above

You must choose at least one.

**Why are you interested in serving as the Town's appointed member on the MPTA?
Please detail your relevant experience and qualifications here.***

I have lived in large cities (Boston, LA) have seen the positive impact that a properly designed and implemented transit system can provide. My 40+ years of engineering experience allows me to develop, evaluate and recommend technical solutions to team members.

Approx. hours you could dedicate to this position (per month)*

16

How did you learn about this appointed position? (Please check all that apply)*

☒

Huntersville's Website

☐

Huntersville's Social Media

☐

The Huntersville Hub Newsletter

☐

In Conversation

☐

Other

Are you currently an elected official?*

☐

Yes

☒

No

Are you currently running for an elected office? *

☐

Yes

☒

No

Are you a current Town of Huntersville employee?*

☐

Yes

☒

No

Are you a lobbyist? *

☐

Yes

☒

No

Are you a current vendor or contractor of the Town of Huntersville?*

☐

Are you an immediate family member of a lobbyist?*

☐

Yes
☐
No
☐

Yes
☐
No
☐

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?*

☐
Yes
☒
No
☐
Maybe
☐

If you answered yes or maybe to any of the above questions, please explain here.

Attach your resume*

Bruce Reilly bullet format.pdf

Attach any relevant information related to this appointment:

No file chosen

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.
4. Your signature certifies that the information on this application is true, correct and complete. And any false or misleading information may result in disqualification or removal.

Electronic Signature*

Bruce D. Reilly

Signature Date*

10/13/2025

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

Bruce D. Reilly, P.E., R.S.M.

Senior Project Manager

BReilly360@aol.com/704.451.0479



44 YEARS OF EXPERIENCE

EDUCATION

B.S., Chemical Engineering, University of Idaho,
1981

Mr. Reilly has over 40 years of engineering experience working in remediation, industrial wastewater, and compliance programs for industries throughout the United States and locations in Europe and the Far East. He has used his educational background and experience to design and implement cost effective remediation, treatment and process enhancements for these industries. The industries include aerospace; chemical manufacturing; electronics manufacturing; food; pharmaceuticals; oil and gas production and refining; optical fiber manufacturing; and primary metal manufacturing.

He has direct experience working in CERCLA, RCRA and various state remediation programs as technical lead, regulatory expert and remediation program management.

PROJECT EXPERIENCE

Environmental Compliance Management, ATI, Monroe, North Carolina

Role: Program Manager for multi-site compliance assistance at secondary metals processing facilities.

General Engineering for Leachate, Town of Bourne, Bourne, Massachusetts

Role: Process Development Lead. Pilot test program for PFAS removal from leachate.

Reasor Chemical CERCLA Site - Remediation, PRP Group, Wilmington New Hanover County, NC*

Managed the remediation of the Reasor Chemical NPL Site in Castle Hayne, North Carolina.

Work included correcting technical issues with Record of Decision with USEPA and North Carolina resulting reduced short and long-term costs to clients.

Project was completed prior to the scheduled and agreed to completion date and below the forecasted budget.

Project went to five-year monitoring and has just been delisted and closed by USEPA.

EXPERTISE

Industrial wastewater treatment;

Air pollution control system engineering and inspections;

Environmental compliance at industrial manufacturing

CERCLA and RCRA Site Investigations and Corrective Actions

Environmental analytical testing methods;

Complex project management

REGISTRATIONS

Professional Engineer
• NC 015532

CERTIFICATIONS

OSHA 40-Hour HAZWOPER, New Environment, Inc.

OSHA 8-Hour HAZWOPER Refresher

NFPA 70E Arc Flash Training

Bruce D. Reilly, P.E.

Senior Project Manager

Coats North America, Sevier Plant Marion, McDowell County, NC

Role: Program Manager

- Program Manager with this long-term client (+15 years) on various projects including 1) evaluation of existing 2.0 MGD impoundment process industrial wastewater treatment plant; 2) geotechnical and engineering study on existing 5-acre coal ash basin; 3) engineering study on raw water force main leakage including identifying repair options; 4) civil engineering project reinforcing the basin berm; and others.

FMC Bessemer City, Gaston County, NC

Role: Program Manager

- Program Manager for multi-year program providing environmental and process improvement projects at a lithium manufacturing facility.
- Projects included waste recovery; hazardous waste storage and handling improvements; air emission testing; and wastewater treatment.

Old Dominion Landfill Leachate Treatment, Republic Services, Henrico, Virginia

Role: Project Manager

- Fast-tracked leachate collection/treatment system
- Completed on schedule allowing for sewer reconnection
- Led multi-discipline engineering team, final design included tanks, pumps, piping, civil/structural, electrical/instrumentation
- Provided technical assistance reviewing contractor submittals, construction issues, and start-up.
- CEC continues to provide strategic planning services addressing long-term leachate treatment solutions

Former National Starch and Chemical Company CERCLA Site, AkzoNobel, Salisbury Rowan County, NC

Role: Site Manager - Lead Remediation Engineer

- Led multi-year full scope site remediation effort for four Operable Units at high priority CERCLA project
- Managed contractors accumulating over 17,000 work hours without a Recordable Injury
- Remediation efforts included removal of 5,000 yards of contaminated soil, 5-acre air sparge/soil vapor extraction system, upgrading of extraction well system, and automating controls.
- After 4 years of operation, the AS/SVE system had removed 11,000 pounds of solvent and lowered groundwater impacts by greater 99.9%.

Former Chemcraft Facility, AkzoNobel, Winston-Salem Forsyth County, NC

- Redesigned and oversaw upgrade to existing remediation system resulting in 30x increase in mass removal rates
- Redesigned system resulted in closure of one groundwater plume
- Designed, oversaw construction and operated a new 6-acre AS/SVE system to address second and third solvent plumes.
- New system recovered in excess of 18 tons of solvent over a four year period. Groundwater impacts reduced by more than 99.9 percent.

Spartanburg PAH and CCA In-Situ Remediation, Southern Wood Piedmont, Spartanburg, SC

- Designed, supervised construction, and provided operational support for the installation of an ozone-augmented air sparging system to remediate soil and groundwater contaminated with creosote and similar compounds.
- System remediated groundwater from 2,000 to less than 70 ppb; the area involved covered approximately 4 acres, and a total volume of soil for remediation of ~12,000 cubic yards.
- Cost of the in-situ remediation system was approximately \$600,000, or one-third of a typical dig-and-haul remediation.
- Additional project included development and testing of in situ metal stabilization process for the fixation of arsenic, chromium, and copper in wetland sediments.
- Various additives were tested and cement alone identified as the best choice.

Bruce D. Reilly, P.E.

Senior Project Manager

- Overall in-situ remediation costs estimated to be less than one-quarter of the dig-and-haul method of remediation.

Environmental Engineering and Permitting, Alcatel Telecommunications, Claremont Catawba County, NC

- Led team of engineers supporting environmental compliance at an internationally owned large fiber-optic manufacturing complex.
- Projects included complex air permitting; wastewater pretreatment; emissions reporting; air pollution control systems.
- One wastewater project resulted in US and Internationally patented process to recovery germanium from wastewater. Project had a payback of 6 months and annual savings in excess of \$2M.
- The engineering team designed/built a 35,000 ACFM acid gas/particulate baghouse system including the uninterruptable power supply for permit compliance.

Process Safety Management and Process Hazard Analysis, Buckeye Texas Processing, Corpus Christi, TX

Role: Project Manager

- Led team of engineers in performing PHA and PSM program development at an under construction 50,000 barrel per day condensate plant.
- Condensate plant included atmospheric distillation units; fired heaters; condensing systems; blending and packaging system.
- Raw material storage at the plant included 1.1 million barrel LPG storage and multi million barrel condensate storage tanks.
- Finished work product included NDT/NDE protocols; SPCC and RMP/ERP documents and QA/QC procedures. Project completed in an accelerated form to meet commissioning date.

Northrop-Grumman Technical Support, Northrop Grumman, Los Angeles Los Angeles County, CA

Role: Program Manager

- Led team of engineers and scientists in performing multi-year, multi-facility environmental program across facilities in Southern California.
- Main projects focused on industrial wastewater pretreatment improvements and environmental compliance efforts.
- Oversaw corporate-wide audit program of California locations for compliance with the State of California Proposition 65 worker awareness and right-to-know regulations and a state-wide safe drinking water program.

Wilmington Refinery - IWWTP Improvements and Tank Bottom RCRA Tank Closures, Shell Oil, Wilmington Los Angeles County, CA

Role: Project Manager

- Performed lead process engineer duties for the development and oversaw the installation of an advanced oil/water treatment system at the refinery.
- Project involved the design and permitting of a dissolved-air flotation system along with operator training and on-going technical support.
- Secondary project involved the treatment of sludge and solids through the refinery's coking process to close two RCRA waste management units.

Edwards Air Force Base JP-4 Free Product Recovery, Air Force Center for Environmental Excellence, Rosedale, CA

Role: Project Engineer

- Performed process design and construction coordination on the installation of a JP-4 recovery system.
- System included nitrogen blanket to control air emissions from separator and influent and recovery tanks.
- System operations recovered in excess of 100,000 gallons per year of JP-4 which was recycled at a local oil refinery.
- Income from the recovery provided playground and park improvements at the Base.

Bruce D. Reilly, P.E.

Senior Project Manager

NC DOT Maintenance Yards - UST Remediation, North Carolina Department of Transportation, Various Counties, NC

Role: Program Manager

- Led team of engineers, vendors and contractors in performing state-wide 50 site maintenance facility UST remediation program..
- Most sites included free-product and dissolved phase soil and groundwater impacts.
- Oversaw the design of "standardized" remediation systems that were shop fabricated, field installed and operated.
- Approach resulted in significant cost savings to the state in excess of 35 percent of the state-budgeted costs per site.
- Most sites achieved clean closure in less than three years, and all sites clean closed in less than five years.

TRAINING

Both 40 and 8-hour OSHA HAZWOPER Training

NFPA 70E Arc-Flash Certified

OSHA Confined Space Training - Entrant/Oversight

AWARDS

US Patent Number 6,054,104 International No. 98400056.2-1215 Both cover the recovery of germanium from the production of optical fiber.

Print

Mecklenburg Public Transportation Authority (MPTA) Appointment Application - Submission #21611

Date Submitted: 10/22/2025

**Please read the N.C. law that
establishes the MPTA:**

[P.A.V.E. Act](#)

First Name*

Eric

Last Name*

Rowell

**What other name(s) have you used? (Include legal
names, aliases, maiden names, or professional
monikers.)**

Email Address*

ericrowell@gmail.com

Home Address (must be in Huntersville)*

14306 Rhiannon Ln.

Mailing Address if different from above

Phone Number*

919-618-5792

**Are you a Huntersville resident
residing within Huntersville's
municipal limits?***

Yes

**How long have you been a resident
of Huntersville?***

since 2013

**What is your age
range?**

☐

Under 18

☐

18-29

☒

30-45

☐

46-55

☐

Over 55

What is your ethnicity?

☐

African
American/Black

☐

American Indian

☐

Asian or Pacific
Islander

☐

Caucasian/White/Non-
Hispanic

☐

Hispanic

☐

Multi-Racial

☐

Other/Unknown

☒

Prefer Not to Answer

What is your gender?

Male

Occupation*

Attorney

Place of Employment*

Swim Club Management Group

Education*

NCSU - BA, Political Science; Charleston School of Law - JD.

Business and Civic Experience*

15+ years of experience as practicing attorney; served as Vice-Chair on 3 Huntersville appointed advisory boards: Board of Adjustment, Educational Options Study Committee, 2040 Plan Committee

Areas of Expertise, Interests and Skills Related to MPTA*

Statutory interpretation - being able to read and understand statutes, specifically the PAVE Act and the force majeure language contained therein that would allow the new MPTA to find the red line impracticable; Interested in making sure the best interests of Huntersville are taken into consideration by the new MPTA

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

Do you have demonstrated experience or qualifications in the following areas? (Please check all that apply)*

☒

Law

☐

Finance

☐

Engineering

☐

Public Transportation

☒

Urban Planning

☐

Logistics

☐

Government

☐

Architecture

☐

Economic Development

☐

None of the Above

You must choose at least one.

Why are you interested in serving as the Town's appointed member on the MPTA?

Please detail your relevant experience and qualifications here.*

I am an engaged resident and arguably the leading expert in Huntersville on the force majeure language in the PAVE Act, spent an entire hour as a guest on a major local radio show on WBT radio detailing my concerns with the PAVE Act. If appointed, I will be a zealous advocate for Huntersville's interest on the MPTA.

Approx. hours you could dedicate to this position (per month)*

5-10, enough to attend MPTA meetings and prepare in advance of meetings

How did you learn about this appointed position? (Please check all that apply)*

☒

Huntersville's Website

☐

Huntersville's Social Media

☐

The Huntersville Hub Newsletter

☐

In Conversation

☐

Other

Are you currently an elected official?*

☐

Yes

☒

No

Are you currently running for an elected office? *

☐

Yes

☒

No

Are you a current Town of Huntersville employee?*

☐

Yes

☒

No

Are you a lobbyist? *

☐

Yes

☒

No

Are you a current vendor or contractor of the Town of Huntersville?*

☐

Are you an immediate family member of a lobbyist?*

☐

Yes

☐

No

Yes

☐

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?*

☐

Yes

☐

No

☐

Maybe

If you answered yes or maybe to any of the above questions, please explain here.

Attach your resume*

Rowell Resume.pdf

Attach any relevant information related to this appointment:

Choose File

No file chosen

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.
 4. Your signature certifies that the information on this application is true, correct and complete. And any false or misleading information may result in disqualification or removal.

Electronic Signature*

/s/ Eric Rowell

Signature Date*

10/22/2025

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

Eric W. Rowell

14306 Rhiannon Lane, Huntersville, NC | ericwrowell@gmail.com | 919.618.5792

STRATEGIC LEGAL & RISK MANAGEMENT PROFESSIONAL

- **Dynamic and results-driven attorney** with over 15 years of experience specializing in risk and claims management, litigation management, contract negotiation, and providing legal counsel in a variety of operational areas to ensure the highest level of service is provided to clients.
- **Proven ability to proactively identify** strategic and tactical opportunities to streamline processes, mitigate risk, develop relationships, and deliver cost-saving solutions across a diverse organization.
- **Knowledgeable in multiple areas of the law** with proficiency in criminal law, civil litigation, workers comp, employment and HR, and risk management.
- **Results driven team member** with the ability to adapt quickly to new environments and new challenges.

CORE COMPETENCIES

- | | | |
|-----------------------------------|---|-----------------------------------|
| • Contract drafting & negotiation | • Regulatory compliance | • Legal research & writing |
| • Risk & Claims management | • Team leadership & stakeholder communication | • Litigation & Dispute resolution |
| | • Fleet vendor management | |

PROFESSIONAL EXPERIENCE

The Amenity Collective – Huntersville, NC

January 2021 - Present

Director, Risk Management

- Spearhead comprehensive risk management strategies for multiple subsidiaries, including managing GL, auto, and work comp claims, overseeing policy renewals, and compliance oversight across 10+ states
- Lead risk assessments and investigations for potentially compensable claims and pre-litigation events, successfully mitigating financial exposure and liability
- Collaborate with senior leadership on professional liability, contract negotiations, and legal disputes, driving favorable outcomes in litigation and risk mitigation
- Oversee a fleet of 640+ vehicles, implementing cost-saving measures, vendor contracts, and driver compliance and safety programs, resulting in significant operational efficiencies
- Provides direction to organizational leaders on issues related to professional liability and other risks and works in collaboration with outside legal counsel towards favorable resolution of claims/suits
- Coordinate with outside counsel on lawsuits involving the organization throughout the entire litigation process

Swim Club Management Group – Huntersville, NC

Sept 2019 – December 2020

General Counsel and Risk Manager

- Managed all aspects of litigation and risk for a multi-state operation, ensuring compliance with regulatory standards and legal procedures
- Drafted, reviewed, and negotiated contracts for corporate clients, securing favorable terms and reducing overall legal and contractual risk
- Advised on HR matters, policies, and disputes, including drafting and review of company policies and representing the company in employment hearings
- Directed vehicle fleet operations, enhancing safety and efficiency in a fleet of 40+ vehicles resulting in cost savings

Arrowpoint Capital – Charlotte, NC

April 2014 – August 2019

Liability & Work Comp Adjuster; Licensed NC Insurance Adjuster

- Managed a caseload of over 225 worker's compensation and asbestos & pollution long-tail liability claims across multiple states
- Negotiated multiple full & final settlements on lifetime medical claims through diligent case management

- Utilized investigations to close multiple insurance claims achieving over \$1M in savings

Martineau King PLLC – Charlotte, NC

March 2012 – April 2014

Associate Attorney practicing in NC and SC

- Represented business clients in hearings, mediations, and arbitration across NC & SC, securing favorable outcomes in complex legal disputes
- Drafted comprehensive legal documents, including pleadings, discovery responses, and motions
- Conducted and defended depositions and negotiated favorable settlements for clients in a variety of legal areas such as construction litigation and personal injury

NC Office of Indigent Services – Mecklenburg County, NC

March 2011 – May 2012

Court Appointed Defense Attorney

- Represented indigent clients in misdemeanor and felony cases, including negotiation of pleas and bench trials

Hudson Legal & Synergy Legal – Charlotte, NC

Sept 2009 – March 2012

Document Review Attorney

- Assisted large corporate clients with extensive discovery review involving various types of business litigation

Fourth Circuit Solicitor's Office – Cheraw, SC

August 2007 – January 2009

Assistant Solicitor (Prosecutor)

- Prosecuted a range of criminal cases, including taking eight jury trials to verdict
- Effectively negotiated plea agreements, reducing court backlogs and ensuring timely resolutions

BAR MEMBERSHIP

- **US District Court**, South Carolina, 2013
- **North Carolina Bar**, November 2010
- **South Carolina Bar**, November 2007 (Inactive status since 2016)

EDUCATION

Charleston School of Law, Charleston, SC | **Juris Doctor**

North Carolina State University, Raleigh, NC | **B.A. – Political Science**

CIVIC LEADERSHIP & COMMUNITY INVOLVEMENT

- **Vice-Chair**, Huntersville 2040 Plan Steering Committee, 2019-2020
- **Vice-Chair**, Huntersville Educational Options Study Commission, 2018-2019
- **Vice-Chair**, Huntersville Board of Adjustment, 2015-2018
- **Chair**, Charlotte-Mecklenburg Public Access Corporation, 2013-2016, served as Chair for a one-year term
- **Moderator**, social-media group with over 1K local residents dedicated to sharing news and information from town hall, 2017-present

Print

**Mecklenburg Public Transportation Authority (MPTA)
Appointment Application - Submission #21259**

Date Submitted: 9/23/2025

**Please read the N.C. law that
establishes the MPTA:**

[P.A.V.E. Act](#)

First Name*

Georgina

Last Name*

Sussewell

**What other name(s) have you used? (Include legal
names, aliases, maiden names, or professional
monikers.)**

Email Address*

Wellyn44@gmail.com

Home Address (must be in Huntersville)*

14215 Citrus Court, Huntersville NC 28078

Mailing Address if different from above

Phone Number*

7042412120

Are you a Huntersville resident residing within Huntersville's municipal limits?*

Yes

How long have you been a resident of Huntersville?*

24

What is your age range?

☐

Under 18

☐

18-29

☐

30-45

☒

46-55

☐

Over 55

What is your ethnicity?

☒

African American/Black

☐

American Indian

☐

Asian or Pacific Islander

☐

Caucasian/White/Non-Hispanic

☐

Hispanic

☐

Multi-Racial

☐

Other/Unknown

☐

Prefer Not to Answer

What is your gender?

Female

Occupation*

Business Owner

Place of Employment*

Retired

Education*

College Educated

Business and Civic Experience*

Financial

Areas of Expertise, Interests and Skills Related to MPTA*

Planning and Policy Development

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

Do you have demonstrated experience or qualifications in the following areas? (Please check all that apply)*

☐

Law

☒

Finance

☐

Engineering

☐

Public Transportation

☐

Urban Planning

☐

Logistics

☐

Government

☐

Architecture

☐

Economic Development

☐

None of the Above

You must choose at least one.

**Why are you interested in serving as the Town's appointed member on the MPTA?
Please detail your relevant experience and qualifications here.***

Results-driven financial executive with extensive experience in directing sales and operations for a large-scale IFinancial Services company with \$400 billion in assets under management. Possesses autonomous decision-making authority to establish comprehensive policies and procedures for sales strategies, staff coaching, and continuing education. Successfully led teams specializing in a broad portfolio of financial and insurance products.

Approx. hours you could dedicate to this position (per month)*

40

How did you learn about this appointed position? (Please check all that apply)*

☐

Huntersville's Website

☐

Huntersville's Social Media

☒

The Huntersville Hub Newsletter

☐

In Conversation

☐

Other

Are you currently an elected official?*

☐

Yes

☒

No

Are you currently running for an elected office? *

☐

Yes

☒

No

Are you a current Town of Huntersville employee?*

☐

Yes

☒

No

Are you a lobbyist? *

☐

Yes

☒

No

Are you a current vendor or contractor of the Town of Huntersville?*

☐

Are you an immediate family member of a lobbyist?*

☐

Yes



No

Yes



No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?*



Yes



No



Maybe

If you answered yes or maybe to any of the above questions, please explain here.

Attach your resume*

September 15-2025 Georgina Sussewell Resume
- Continious Improvement.doc

Attach any relevant information related to this appointment:

No file chosen

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 are authorizing an electronic signature to be valid and binding upon you.

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.
4. Your signature certifies that the information on this application is true, correct and complete. And any false or misleading information may result in disqualification or removal.

Electronic Signature*

Georgina Sussewell

Signature Date*

9/23/2025

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

EDUCATION:

Bachelor of Science - Paralegal Studies, Mercy College New York
FINRA-Series 6, 63 & 26 Registered Principal
North Carolina: Life & Health and Medicare Supplement Insurance License
CMFC® - Chartered Mutual Funds Consultant
Lean Six Sigma Green Belt Certified - 2017

EXECUTIVE SUMMARY

Results-driven financial executive with extensive experience in directing sales and operations for a large-scale life insurance company with \$400 billion in assets under management. Possesses autonomous decision-making authority to establish comprehensive policies and procedures for sales strategies, staff coaching, and continuing education. Successfully led sales teams specializing in a broad portfolio of financial products, including 529 Education Savings Plans, Variable and Universal Life Insurances (VUL, SVUL), Term Life, Long-Term Care Insurance, Retirement Plans, After-Tax Annuities, and Mutual Funds. Expertise in developing best practice strategies by collaborating with underwriting, actuarial, and legal departments to ensure operational excellence and product development.

SKILLS

Six Sigma Green Belt	Process Redesign & Improvement	Project Management
Directing Sales & Operational Initiatives	Call Center Operations	Solutions Development
Customer Relationship Management	KPI Reporting	Team Leadership

PROFESSIONAL EXPERIENCE

Director, TIAA Annuity Product Management: 2019 – 2022

- Developed and managed inflows strategies for the TIAA investment products; defined requirements, brought products to market, ensuring a high-level, strategic focus.
- Led project implementations, developed technology solutions to enhance client experience; ensured collaboration with marketing and sales teams indicates significant experience leading cross-functional teams.
- Ensured that continuous improvement initiatives as well as existing product enhancements, includes business justification, revenue potential, and operational impact.
- Created & monitored KPIs; analyzed product trends with a focus on business justification and revenue reflected a high degree of responsibility for product profitability and success.
- Formulated proactive strategies that drove engagement with sales managers; Advisor -facing teams through training, sales ideas, and other engagement efforts.

Director, TIAA Life Insurance Operations & Annuity Call Centers: 2014 – 2019

- Provided leadership and oversight for call center operations, including external vendors, by developing and integrating efficient workflow processes that met TIAA's risk and controls standards.
- Managed multiple teams and schedules while implementing continuous improvement initiatives to reduce rework, eliminate waste, and decrease costs.
- Deployed comprehensive programs and tools to ensure adherence to regulatory and quality standards.
- Developed and implemented quality metrics and data governance practices to protect non-public client information and assess potential vulnerabilities to data breaches and cyber-attacks.
- Partnered with key stakeholders, including Product Management, Risks & Controls, and Operations leadership, to assess and improve internal and external vendor processes.
- Directed expense management for the business unit, identifying efficiencies to target and achieve expense reductions.
- Ensured operations were efficient and compliant with securities laws, regulatory guidelines, risk management policies, and risk controls.
- Managed all outsourcing relationships, overseeing vendor adherence to Service Level Agreements (SLAs), compliance with Non-Public Information (MNPI) guidelines, and TIAA/SEC regulations.
- Functioned as the operations business owner for Business Continuity and Disaster Recovery planning.
- Cultivated strong relationships with external distribution partners, broker-dealers, and custodians, as well as internal partners including Commissions, Treasury, Audit, Compliance, and Legal.

Project/Program Manager, TIAA Participant Services Group: 2012 – 2014 (SPECIAL ASSIGNMENT)

- **Program leadership and strategy:** Interpreted TIAA's broader corporate objectives into a strategic plan for the TNG Program, focusing on improving the company's IRA product line.

- **Implementation and execution:** Oversaw the hands-on implementation and execution of program components. This included coordinating with various teams to launch new features or IRA options on specific timelines.
- **Business unit partnership:** Collaborated with other business unit leaders to ensure program deliverables were met on schedule. This required cross-functional communication and alignment to achieve shared targets.
- **Training and education:** Played a role in training internal teams, such as financial consultants and customer service representatives, on the new and enhanced IRA products.

Call Center Manager, TIAA Enhanced Administrative Services(EAS), 3rd Party Vendors 2007 – 2012

- Cultivated and managed strategic relationships with key third-party partners to enhance TIAA-CREF's institutional offerings.
- Designed and implemented service strategies and comprehensive training programs, improving operational efficiency and consistently meeting negotiated service level agreements.
- Managed premier institutional accounts exceeding \$9 billion in assets and servicing over 585,000 employees, coordinating relationships with senior-level executives and distribution partners.
- Developed and executed specialized training initiatives for EAS teams, ensuring the successful rollout of new call center systems, processes, and procedures for all associates.

Call Center Manager, TIAA Life Insurance Company -2003 – 2007

- Directed a variety of sales and operational initiatives for a \$400 billion dollar (asset under management) Life Insurance Company.
- Created policies and procedures with autonomous decision-making responsibility for sales strategies, coaching & education of sales staff and continuing education standards.
- Led Sales teams for 529 Education Savings Plans, Variable, Universal (VUL, SVUL) & Term Life Insurances, Long-Term Care Insurance, Retirement Plans, After-Tax Annuities and Mutual Funds Products.
- Developed best practice strategies with underwriting, actuarial, external vendors and Legal team.

Product Management & Training, TIAA-CREF Life Insurance Company - 1996 – 2003

- Provided oversight and guidance as it relates to the identification, analysis, and strategy around potential risks to the firm.
- Coached and developed financial advisors; trained on risk identification and mitigation strategies related to the financial products they sell.
- Ensured that they were compliant with NASD and State Insurance regulations relating to sales practice.
- Designed and trained new & existing advisors on Mutual Funds, 529 Plans, IRAs, After-Tax Annuities, and Life Insurance & Long-Term Care Products.
- Facilitated live & web based customized classroom training programs, including Computer Based training, Role-Plays and post training coaching across multiple locations.

Sr. Individual Planning Consultant, TIAA-CREF Call Center - 1993 – 1996

- Influenced strategic outcomes by representing organizational interests at key industry meetings.
- Provided expert guidance to participants and their spouses on complex financial issues, including retirement and estate planning, pension maximization, and federal minimum distribution regulations.
- Counseled clients on navigating Medicare and Medicaid requirements, providing crucial insights into the effects of federal and state regulations.

Retirement Benefit Representative, TIAA-CREF - 1987 - 1993

- Assessed client's finances, risk tolerance, and retirement goals to build customized plan.
- Assisted clients select and monitored investment products, like mutual funds and annuities, within their retirement accounts (e.g., 401(k), IRA, Annuity & Variable Insurance Plans).
- Advised on the best practice to claim Social Security and other pension benefits to maximize income.
- Guided clients on their evaluation of Medicare options; addressed potential healthcare expenses in retirement.
- Assisted with structuring assets for distribution to beneficiaries. Eg. Benefit payments, Annuity, Minimum Distribution and Repurchases/Pension buyback.

Mortgage Analyst, PEOPLES WESTCHESTER SAVINGS BANK - 1986 – 1987 –

- Reviewed borrower financial statements, credit reports, and other documentation to determine creditworthiness and risk levels.
- Evaluated the potential financial risks and rewards associated with approving a mortgage loan for the lender.
- Assisted in the collection and organization of necessary documents for loan applications and communicate with applicants to gather additional information.

Bank Teller, WESTCHESTER FEDERAL SAVINGS BANK - 1984 - 1986

- Processed routine transactions such as deposits, withdrawals, loan payments, and money orders, ensuring all documentation was in order.
- Ensured all activities adhered to banking regulations, protocols, and internal security procedures to protect customer information and bank assets.

Lean Leader/Coach – TIAA-CREF, Charlotte, NC Continuous Improvement Project Leader, April 2011 – November 2011

- McKinsey Consulting has a focus on lean implementation to improve operational efficiency and reduce costs. TIAA partnered with McKinsey Consulting to implement lean principles in its Wealth Management team. This program focused on coaching methodologies and front-office operations.
- Successfully completed TIAA-CREF Way comprehensive LEAN Coach and facilitation training program with McKinsey Consulting which included lean implementation, coaching methodology and front office operation.
- Developed and Coached the Wealth Management team managers and associates (30 FTE), utilizing the lean principles which focused on adopting a waste awareness culture, utilizing value-added client service technique while driving everyday metrics.
- Enabled management team to effectively develop and engage their frontline staff with visual management, huddles, coaching, sit-with, standard work adherence and root cause problem solving.
- The lean implementation aimed to create a waste-awareness culture and improve client service. The program achieved a 20% reduction in Average Handle Time (AHT) and a 32% increase in the lead-to-call ratio within the Wealth Management call center. These improvements contributed to a sustained organizational cost savings exceeding \$1.6 billion annually



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: Mecklenburg County Agricultural Advisory Board Appointment

EXPLAIN REQUEST:

Consider appointing one (1) member to the Mecklenburg County Agricultural Advisory Board from 1 applicant.

ACTION RECOMMENDED:

Appoint 1 members.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Mecklenburg County Agricultural Advisory Board Overview - 20251107
2. Mecklenburg County Agricultural Advisory Board Applicants Map - 20251107
3. Mecklenburg County Agricultural Advisory Board Applications - 20251107

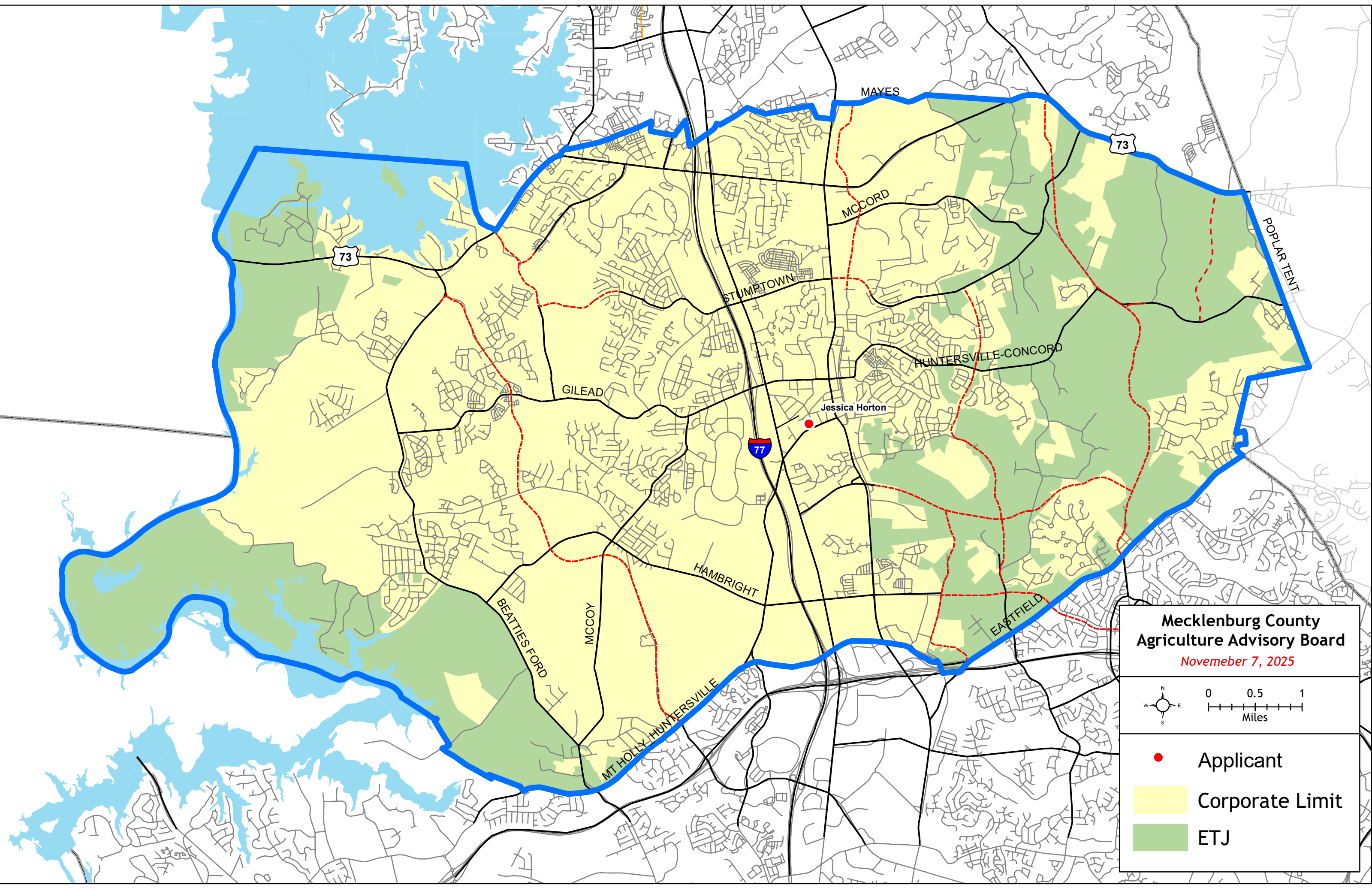
Mecklenburg County Agricultural Advisory Board

1 Members Total
0 Current
0 Expiring
0 Vacancies since Last Appt
1 APPOINTMENT(S) NEEDED

APPLICANTS (1)

Name	ETJ?	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Horton, Jessica	☐	12/31/2026 - Public Arts Commission	10/31/2025	

* Term expires within 3 months



Mecklenburg County
Agriculture Advisory Board
Novemeber 7, 2025

 0 0.5 1
Miles

 Applicant

 Corporate Limit

 ETJ

Print

Mecklenburg County Agricultural Advisory Board - Submission #21721

Date Submitted: 10/31/2025

By submitting this application you agree to the following:

1. You agree to the Bylaws or Rules of Procedure for this advisory board (for more information: <https://conserve.mecknc.gov/vad>)
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.
3. All information on your application becomes part of the Town's public records and as such, if requested, maybe be released as part of public records request.

First Name*

Jessica

Last Name*

Horton

How long have you been a resident of Mecklenburg County (please include months or years)*

10 Years 3 Months

Approx. hours you could dedicate to this board (per month)*

4-6

Is your address in the Corporate Boundary or the Extraterritorial Jurisdiction?*



Corporate Boundary



Extraterritorial Jurisdiction



Unknown

Occupation

Nonprofit professional in agriculture, photographer

Education

BS Recreation Parks and Tourism

Business and Civic Experience related to this Advisory Board or Commission*

I have worked for the last 18 years for the the NC Grange, a fraternal organization rooted in agriculture. I am currently the President of VilleWorth Grange, the local chapter in Huntersville. We operate a community garden space.

Areas of Expertise, Interests and Skills*

I am a 16 year professional photographer, a newer gardener (currently enrolled at NC State for Horticulture) a wife and mom. I have worked in event management and media production for the NC Grange since 2008.

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

I currently serve on the town of Huntersville Art Commission.

Why are you interested in serving on this advisory board?

Having roots in a North Carolina Century farm, my history working in the agriculture field, a gardener and now a horticulture student, I would love to be part of this new board!

Are you currently engaged in agriculture in Mecklenburg County, as defined in NCGS §106 581.1?*

☒

Yes



No

What farming activities do you take part in?

Community gardening

Are you currently engaged in other aspects of the Mecklenburg County food/agricultural system?



Yes



No

What other aspects are you engaged in?

Electronic Signature Agreement and Contact Information

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*

Jessica Horton

10/31/2025



Request for Board Action

November 18, 2025

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: Environmental Sustainability Committee Appointment

EXPLAIN REQUEST:

Consider appointing three (1) member to the Environmental Sustainability Committee due to one resignation, from 7 applicants.

1. Three-year term, expiring 3/31/2028 (Jeremy Shook resigned)

ACTION RECOMMENDED:

Appoint 1 member.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Environmental Sustainability Committee Overview - 20251112
2. Environmental Sustainability Committee Board Member Map 11-12-25
3. Environmental Sustainability Committee Applications - 20251110

Environmental Sustainability Committee

9 Members Total
 8 Current
 0 Expiring
 1 Vacancies since Last Appt
1 APPOINTMENT(S) NEEDED

CURRENT MEMBERS (8)

Name	Position/Title	Notes	Term Exp & Years		Regular Term Start		
					Partial	Term 1	Term 2
Fogel, Dan			3/31/2027	3		3/4/2024	
Hicks, Dana			3/31/2027	3		3/4/2024	
Jayaram, Padma Priya			3/31/2028	3		3/18/2025	
Knight, Trisha			3/31/2026	2		3/4/2024	
McLaine, Diane			3/31/2028	3		3/18/2025	
O'Neill, Anne Marie		replaced Truman	3/31/2026	2	11/19/2024		
Paavola, Natalie		replaced Sampson	3/31/2027	3	6/17/2025		
Sanborn, Tim		replaced Sprung	3/31/2026	3		4/1/2025	

VACANCIES SINCE LAST APPOINTMENT

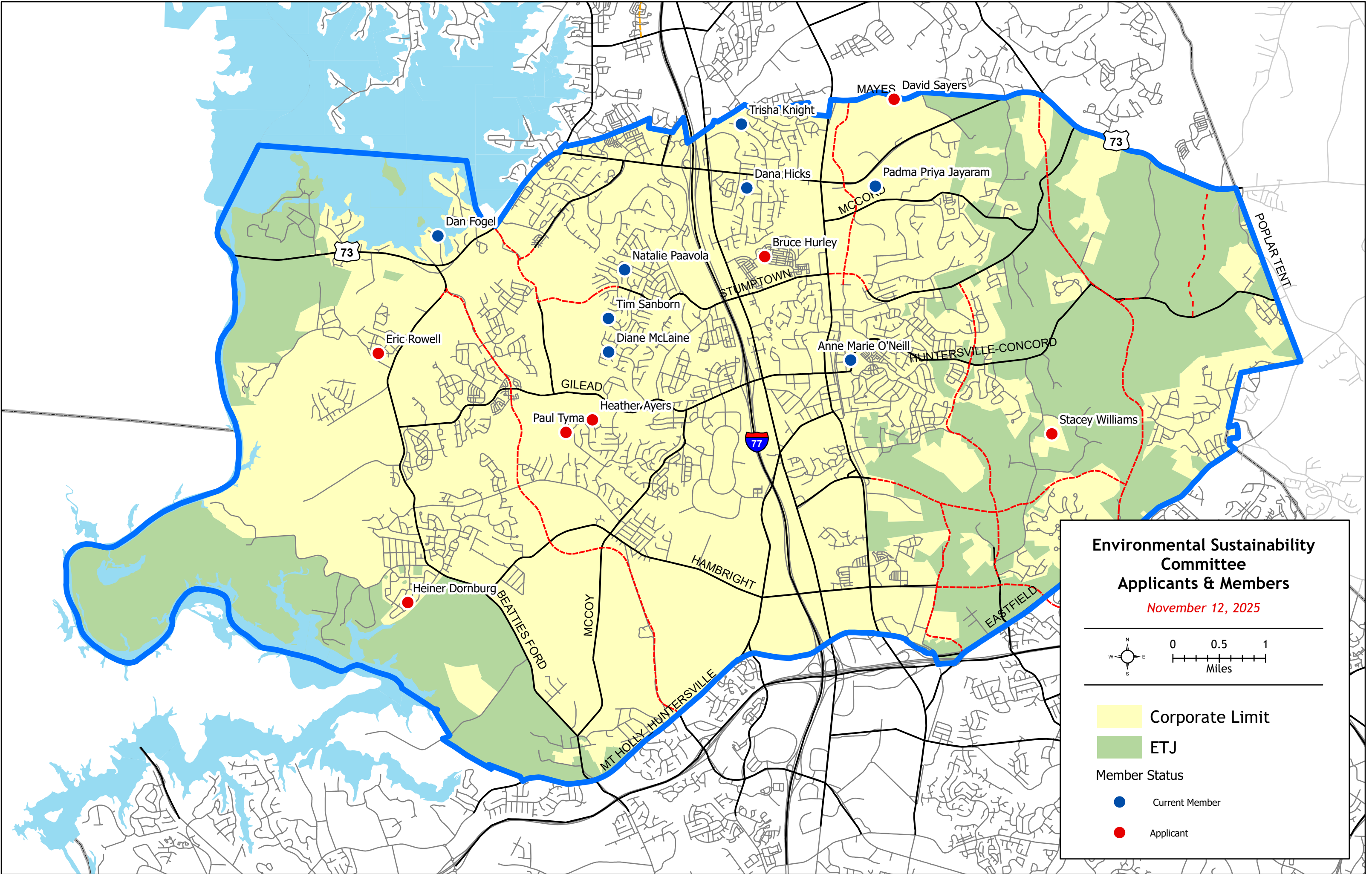
Name	Notes	Early Term	Original Term Exp & Years		Alternate Term Start			Regular Term Start		
					Partial	Term 1	Term 2	Partial	Term 1	Term 2
Shook, Jeremy		11/9/2025	3/31/2028	3					3/4/2024	3/18/2025

APPLICANTS (7)

Name	ETJ?	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Ayers, Heather	☐	No	2/16/2025	
Dornburg, Heiner	☐	No	8/17/2025	
Hurley, Bruce	☐	No	1/11/2024	3/11/2025
Rowell, Eric	☐	No	3/14/2024	3/12/2025
Sayers, David	☐	No	1/16/2024	3/11/2025
Tyma, Paul	☐	No	6/1/2025	
Williams, Stacey	☐	No	2/15/2025	

* Term expires within 3 months

Wednesday, November 12, 2025



Print

Environmental Sustainability Committee Application - Submission #19289

Date Submitted: 2/16/2025

First Name*

Heather M

Last Name*

Ayers

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

Yes

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

10

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



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

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

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

Professional and Civic Experience Relevant to this Committee*

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

Occupation

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

Education

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

Briefly describe your environmental sustainability vision for Huntersville.

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

How would you accomplish your environmental sustainability vision?

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

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

Electronic Signature Agreement

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Electronic Signature*

Heather M Ayers

Signature Date*

2/16/2025

Print

Environmental Sustainability Committee Application - Submission #20847

Date Submitted: 8/17/2025

First Name*

Heiner

Last Name*

Dornburg

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

Yes

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

5

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

☐

Climate/Environmental Science

☐

Education

☐

Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

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

Power generation, Alternative Energy, Recycling, Trees and plants

Professional and Civic Experience Relevant to this Committee*

I worked for Germany's most prestigious and largest applied research organization for solar energy. I lived much of my life in Germany, where I observed a proactive approach to sustainability. Throughout my life, I have taken a keen interest in preserving a healthy, beautiful natural environment in urban areas. I created and distributed my first flyer at age 16, forty years ago. I have led organizations of up to 300 people, have traveled to all continents except Australia, have lived in Huntersville for 14 years, and hold dual U.S. and German citizenship.

Occupation

I lead Brinox USA, Inc., a subsidiary startup of the Brinox Group, a European leader in Pharma and Biopharma solutions. Our group is highly committed to advancing environmental sustainability in business.

Education

Master's in Electrical Engineering

Briefly describe your environmental sustainability vision for Huntersville.

To me, Huntersville's path to prosperity is paved by its commitment to sustainability. Through one of the most proactive and focused initiatives to preserve and expand our urban trees, we will cultivate a town that is both healthy and beautiful. A thriving natural environment draws people in - from families seeking a vibrant place to live, to companies looking for an attractive, forward-thinking community to invest in. With tree-lined streets, green spaces, and a flourishing tree canopy, "USA Tree City" Huntersville will stand out as a model of how environmental stewardship fuels economic success. Residents and visitors alike will find a place where recreation, shopping, and cultural life flourish alongside a deep respect for nature. By investing in trees today, we secure a prosperous, sustainable, and inspiring future for tomorrow.

How would you accomplish your environmental sustainability vision?

Preserving trees and planting new ones is a minor effort. What it takes is to put smart, balanced policies in place that create win-win situations. The public will become

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

Leadership Team Member of the German American Chamber of Commerce in the Southern US. German Business Round Table member.

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Electronic Signature*

Heiner Dornburg

Signature Date*

8/17/2025

Print

Environmental Sustainability Committee Application - Submission #16503

Date Submitted: 1/11/2024

First Name*

Bruce

Last Name*

HURLEY

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

Yes

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

4

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

☐

Climate/Environmental Science

☒

Education

☐

Environmental Policy

☐

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☒

Sustainable Business Practices

☒

Sustainable Development

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

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

Professional and Civic Experience Relevant to this Committee*

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

Occupation

Small business consultant

Education

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

Briefly describe your environmental sustainability vision for Huntersville.

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

How would you accomplish your environmental sustainability vision?

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

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

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Electronic Signature*

Bruce Hurley

Signature Date*

1/11/2024

Print

Environmental Sustainability Committee Application - Submission #16991

Date Submitted: 3/14/2024

First Name*

Eric

Last Name*

Rowell

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

Yes

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

5

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

☐

Climate/Environmental Science

☐

Education

☒

Environmental Policy

☒

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☒

Sustainable Business Practices

☐

Sustainable Development

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

I have been licensed as an attorney for over 15 years now and also have past experience as an insurance adjuster. During my time as an adjuster, I handled environmental claims and litigation and learned about the damage from unregulated industry. I also have experience in dealing with environmental regulatory bodies to ensure my company is in compliance with government regulations and adhering to sustainable practices.

Professional and Civic Experience Relevant to this Committee*

5+ years of legal and risk management work experience dealing with environmental related claims and litigation. Support of local farmers in and around Huntersville to help reduce the environmental impact of trucking industry. Encouraging recycling efforts and sustainability education at each company office in multiple states.

Occupation

Risk Manager

Education

BA - Political Science, NCSU; JD - Charleston School of Law

Briefly describe your environmental sustainability vision for Huntersville.

My vision is a future where environmental sustainability is at the forefront of community values, helping to foster a harmonious balance between nature and development. Huntersville should strive to be a model for responsible and regenerative practices, prioritizing clean air, water, and green spaces that enhance the well-being of our residents.

How would you accomplish your environmental sustainability vision?

We have to start with more community engagement and education. The committee can raise awareness about sustainable practices, climate change, and the importance of preserving local ecosystems; including by developing and enhancing public transportation options, pedestrian-friendly infrastructure, and cycling paths.

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

I have previously served on 3 town advisory committees: the Board of Adjustment, 2040 Plan committee, and the HEOSC (educational options study committee). I am not currently serving on any boards.

Electronic Signature Agreement

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Electronic Signature*

/s/ Eric Rowell

Signature Date*

3/14/2024

Print

**Environmental Sustainability Committee Application - Submission
#16526**

Date Submitted: 1/16/2024

First Name*

David

Last Name*

Sayers

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

yes

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

10

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



Climate/Environmental Science



Education



Environmental Policy



Environmental Law



Energy Conservation/Alternative Energy



Forestry/Urban Forestry



Sustainable Business Practices



Sustainable Development

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

On a daily basis, I use my technical and legal background to lead teams of people in developing solutions for environmental and energy challenges. I work for an independent, 501(c)(3) non-profit energy research and development organization, with offices in Charlotte and around the world. Each day I am help driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity. For the avoidance of doubt, my thoughts and opinions are my own and do not represent those of any company, entity, or town as a whole.

Professional and Civic Experience Relevant to this Committee*

I am a member and regular participant of the Charlotte Chapter of the Association of Corporate Counsel (ACC), which includes attorneys from large businesses in the region. For the avoidance of doubt, my thoughts and opinions are my own and do not represent those of any company, entity, or town as a whole.

Occupation

Corporate Legal Counsel (in-house attorney)

Education

Juris Doctor, Master of Science in Technology Management, Bachelor of Science in Mechanical Engineering

Briefly describe your environmental sustainability vision for Huntersville.

My environmental sustainability vision is to implement Huntersville's 2040 Plan with sustainability in mind. In other words, to operate in the residents' collective best interests -- while recommending, educating, and/or guiding the town's actions. The town's sustainability vision should be aspirational, equitable, and achievable in the long term.

How would you accomplish your environmental sustainability vision?

As a candidate for the sustainability committee, I would collaborate with others on the committee to set the agenda for actions. There are a number of pieces required to execute this vision, however, a great place to start is to review the reasons the committee was created, defining the roles and expectations of the new committee, gathering best practices of other local municipalities, and developing an implementation plan (with Huntersville's 2040 Plan in mind). I look forward to discussing with the committee.

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

Although I have not served, I am interested in serving.

Electronic Signature Agreement

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Electronic Signature*

David Sayers

Signature Date*

1/16/2024

Print

Environmental Sustainability Committee Application - Submission #20169

Date Submitted: 6/1/2025

First Name*

Paul

Last Name*

Tyma

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

Yes

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

8-16

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

☐

Climate/Environmental Science

☐

Education

☐

Environmental Policy

☐

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☐

Sustainable Business Practices

☐

Sustainable Development

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

20+ years of experience in landscaping and installation and plant selection.

Professional and Civic Experience Relevant to this Committee*

I am a licensed professional engineer in North and South Carolina.

Occupation

Telecommunications Engineer (Registered Communications Distribution Designer)

Education

Bachelor's of Science in Mechanical Engineering; Professional Science Master's degree in Engineering Physics (with a concentration in instrumentation and automation).

Briefly describe your environmental sustainability vision for Huntersville.

Preserve existing habitats and ecosystems adjacent to greenways; re-establish native plants in residential and commercial properties; establish Huntersville botanical community garden; educate population on importance of native plants and natural corridors; involve public schools with the establishment and maintenance of community gardens.

How would you accomplish your environmental sustainability vision?

1) Create educational material and marketing campaigns to increase public awareness and garner community involvement (moreover, establish credits, tax breaks and other incentives for citizens that plant and maintain native plants and gardens); 2) establish programs with local schools to get students involved with mass plantings and selection and maintenance of gardens (establish competitive events whereby schools can be judged on volume of plantings and aesthetic beauty of gardens/corridors), 3) engage local turf maintenance companies to expand repertoire of services to include native plantings and maintenance, 4) work with existing nurseries and landscape companies to optimize and accelerate landscape designs and installations through innovative design creation, modular and scalable installations and overall faster installation through pre-staging and planning of modular, configurable designs, and 5) work with HOAs to encourage native plant selection and re-establishment of natural corridors. Ultimately, have Huntersville serve as a national blueprint for proper integration of human development and natural surroundings.

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

N/A

Electronic Signature Agreement

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

Electronic Signature*

Paul Tyma

Signature Date*

6/1/2025

Print

Environmental Sustainability Committee Application - Submission #19285

Date Submitted: 2/15/2025

First Name*

Stacey

Last Name*

Williams

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

Yes

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

Whatever is needed

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

☐

Climate/Environmental Science

☒

Education

☐

Environmental Policy

☐

Environmental Law

☐

Energy Conservation/Alternative Energy

☐

Forestry/Urban Forestry

☐

Sustainable Business Practices

☐

Sustainable Development

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

Educator/ Administrator

Professional and Civic Experience Relevant to this Committee*

Educator/ Administrator

Occupation

Educator/ Administrator

Education

Doctorate Degree

Briefly describe your environmental sustainability vision for Huntersville.

Have not comprised a plan as yet, new to the area

How would you accomplish your environmental sustainability vision?

Have not comprised a plan as yet, new to the area

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

Community Education Council NYC Community Board 12 Jamaica Queens NY

Electronic Signature Agreement

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

Electronic Signature*

Stacey Williams

Signature Date*

2/15/2025