Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Scott Coronet
Edwin Quarles
LaToya Rivers
Heather Smallwood
Nick Walsh

Town of Huntersville
NORTH CAROLINA

Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

AGENDA
Regular Town Board Meeting
September 1, 2026 - 6:00 PM
TOWN HALL (14704 N Old Statesville Road)

Meeting available via YouTube @townofhuntersvillenc28078

1. Pre-meeting - None

2. Call to Order

3. Moment of Silence

4. Pledge of Allegiance

5. Announcements and Presentations

5.A. Town Announcements *(Ethan Smith)*

5.B. Proclamation for Patriot Day. *(Mayor Christy Clark)*

5.C. Carolina Raptor Center Presentation. *(Gabor Zsuppan)*

5.D. Environmental Sustainability Committee Update. *(Commissioner Hunt)*

6. Public Comments

7. Agenda Changes

8. Adoption of Agenda

9. Consent Agenda

9.A. Approve the minutes of the August 18, 2026 Town Board Meeting. *(Janet Pierson)*

9.B. Approve recommendation to award a merit increase for the Town Attorney based on performance evaluation. *(Christy Clark)*

9.C. Approve NCDOT Agreement for TIP #BL-0080. *(Stephen Trott)*

9.D. Approve purchase contract for Electric Materials - Bryton Declan Project. *(Tyler Beardsley)*

9.E. Approve purchase contract for Electric Materials - Bryton Broadstone Project. *(Tyler Beardsley)*

9.F. Approve 2027 Townwide Resurfacing Contract. *(Kevin Fox)*

9.G. Approve the contract for the purchase of servers and storage. *(Larry Davis)*

9.H. Accept streets in the Mirabella Subdivision for Town maintenance. *(Kevin Fox)*

9.I. Accept streets in the Blackwood Knoll Subdivision for Town maintenance. *(Kevin Fox)*

9.J. Accept streets in the Hollins Grove Subdivision for Town maintenance. *(Kevin Fox)*

9.K. Adopt Ordinance approving the 2026 Veterans Day celebration road closures for the planned event at Veterans Park organized by the Town of Huntersville. *(Lindsay Small)*

9.L. Adopt Ordinance approving the 2026 Lake Norman Diwali road closures for the planned event at Veterans Park sponsored in part by the Town of Huntersville. *(Lindsay Small)*

9.M. Adopt Ordinance approving the 2026 Holidays in Huntersville road closures for the planned event at Veterans Park organized by the Town of Huntersville. *(Lindsay Small)*

9.N. Adopt Ordinance approving the 2026 New Year's Eve road closures for the planned event in Downtown Huntersville organized by the Town of Huntersville. *(Lindsay Small)*

10. Public Hearings

10.A. Conduct public hearing on Petition #R26-08, a request by Veer Development, LLC to rezone property near the intersection of Sam Furr Road and Old Statesville Road from Neighborhood Residential to Transit Oriented

Development Residential Conditional District for a townhome development. *(Brad Priest)*

10.B. Conduct public hearing on Petition #R26-11, a request by Second Street Village, LLC to rezone property at the intersection of N Church Street and First Street (Parcel #01903308) from Neighborhood Residential with Conditions to Neighborhood Residential with Conditions to revise an existing approved townhome development in order to include an additional four units. *(Nathan Farber)*

10.C. Conduct public hearing on Petition #TA26-03, a request by Bradley Daley, to increase the total area of accessory structures allowed for residential lots five acres in area and greater. *(Lauren Speight)*

11. Other Business

11.A. Consider approving Arts and Science Council Fiscal Year 2027 Budget Amendment. *(Pattie McGinnis)*

12. Closing Comments

13. Adjourn

General Meeting Information

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

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

Public Comment and Public Hearing Policy:
Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet no later than five (5) minutes prior to the designated meeting start time. Once the meeting has begun, a person may not sign up to speak. Persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. The Mayor shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. *(Public Comment and Public Hearing Policy - Amended March 3, 2026)*

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

A PROCLAMATION FOR PATRIOT DAY

WHEREAS, this 11th of September marks 25 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 1st day of September, 2026.

_____

Christy Clark, Mayor

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Town Board Meeting Minutes Approval

Explain Request:
Approve the Town Board Meeting minutes.

Action Recommended: Approve Item

Alternative Action:
Aprpove minutes.

Financial Implications:
N/A

Attachments:
1. Draft Minutes

Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Scott Coronet
Edwin Quarles
LaToya Rivers
Heather Smallwood
Nick Walsh

MINUTES
Regular Town Board Meeting
August 18, 2026 - 6:00 PM
TOWN HALL (14704 N Old Statesville Road)

Meeting available via YouTube @townofhuntersvillenc28078

Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

The Huntersville Board of Commissioners meeting was held at Town Hall 14704 N Old Statesville Road, Huntersville, NC 28078, at 6:00 PM on August 18, 2026, with a Pre-meeting starting at 5:30 p.m.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark, Mayor Pro Tem Jennifer Hunt, Commissioner Scott Coronet, Commissioner Edwin Quarles, Commissioner LaToya Rivers, Commissioner Heather Smallwood

GOVERNING BODY MEMBERS NOT PRESENT: Commissioner Nick Walsh

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

1.A. Closed Session

Closed Session pursuant to N.C.G.S. §143-318.11(a)(6) to consider the qualifications, competence, and performance of an employee.

Commissioner Quarles made a motion to enter into closed session.

Commissioner Smallwood seconded the motion.

Motion with Yes 5, No 0, Abstained 0

The Board returned from closed session.

2. Call to Order

Mayor Clark called the meeting to order.

3. Moment of Silence

Mayor Clark called for a moment of silence.

4. Pledge of Allegiance

Mayor Clark led the Pledge of Allegiance.

5. Announcements and Presentations

5.A. Town Announcements

Town Announcements

Ethan Smith presented announcements.

- *Back to school reminders from Huntersville Police Department.*
- *Huntersville Police Department Community Survey open until October 16.*
- *Popsicle with a Cop on August 26.*

5.B. Women's Equality Day Proclamation

Proclamation for Women's Equality Day.

Mayor Clark presented Proclamation for Women's Equality Day.

Proclamation attached hereto as Exhibit 5.B-1.

5.C. Update from Greenway, Trail and Bikeway Committee

A presentation given by the Greenway, Trail, and Bikeway committee on project updates, committee priorities, and other project happenings around Mecklenburg County.

Presentation rescheduled for a future date.

6. Public Comments

Darrell Hinklen expressed concerns about safety of bicyclists on Reese Boulevard, including obstructed visibility near the Spring Hill Suites Hotel, lack of stop signs at business park exits, construction debris in bike lanes and conflicts with runners and walkers in the bike lanes. Mr. Hinklen requested the Board support the Transportation Engineer's efforts to address the issues.

Shinon Mayfield (Octavious Houston deferred time), expressed opposition to the proposed Church Street extension and noted that the voices of Pottstown residents were not being given equal weight. Ms. Mayfield also expressed concern about potential disturbance to historical burial sites.

BeeJay Caldwell expressed opposition to the Church Street extension and that Pottstown and East Huntersville had historically been excluded from the Town's planning process. Ms. Caldwell announced a community walk on Labor Day to assert the community's historical presence.

Tancy Henderson expressed opposition to the Church Street extension and requested the Board pause the disbursement of community funding until residents could collectively discuss how it would be allocated.

7. Agenda Changes

No Agenda Changes

8. Adoption of Agenda

Commissioner Rivers made a motion to adopt the Agenda.

Mayor Pro Tem Hunt seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

9. Consent Agenda

Commissioner Coronet made a motion to approve the Consent Agenda.

Commissioner Quarles seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

9.A. Approval of Minutes

Consider approving the minutes of the August 4, 2026 Regular Town Board Meeting.

Item approved via Consent Agenda.

9.B. Resolution - Award of Service Firearm (Harvey)

Adopt Resolution to approve the awarding of a Service Firearm to a surviving spouse of a law enforcement member.

Item approved via Consent Agenda.

Resolution attached hereto as Exhibit 9.B-1.

9.C. Resolution - Award of Service Firearm (Broadway)

Adopt Resolution to approve the awarding of a Service Firearm to a surviving spouse of a law enforcement member.

Item approved via Consent Agenda.

Resolution attached hereto as Exhibit 9.C-1.

9.D. **Award Service Firearm to Retiring Law Enforcement Member**

Adopt Resolution to approve the awarding of a service firearm to a retiring law enforcement member.

Item approved via Consent Agenda.

Resolution attached hereto as Exhibit 9.D-1.

9.E. **Change Order 01 - HL-0056**

This change order is for design work from the Design Recommendation Plan Set (DRPS) to 65% Right of Way (ROW) Plans. The fee for this change is $409,147.07. See attachment for full description of the change order.

Item approved via Consent Agenda.

Change Order attached hereto as Exhibit 9.E-1.

9.F. **Fire Station 3 BMP Conversion construction contract**

The Town's Public Works Department issued an invitation to bid on 6/5/2026 for the Fire Station 3 BMP Conversion construction contract with bids due on 6/25/2026 at 2 p.m.. No bids were received on the initial due date and the contract was re-bid on 7/1/2026 with bids due on 7/30/2026 at 2 p.m. The Town received one (1) bid from Country Boy Landscaping, Inc. with a bid of $455,699.50. The Public Works Department wishes to engage with Country Boy Landscaping, Inc. for the completion of this project.

Item approved via Consent Agenda.

Contract attached hereto as Exhibit 9.F-1.

9.G. **R26-08: Northline Row Townhomes**

Call a public hearing for September 1, 2026, for Petition #R26-08, a request by Veer Development, LLC to rezone property north-west of the intersection of Sam Furr Road and Old Statesville Road (Parcels: 00543137, 00543136, 00543135, 00543132, 00543131, 00543133) from Neighborhood Residential to Transit Oriented Development Residential Conditional District (TOD-R CD) for a townhome development.

Item approved via Consent Agenda.

9.H. **Petition #R26-11 Second Street Village Phase II**

Call a public hearing for September 1, 2026, at 6:00 p.m. at Huntersville Town Hall on Petition #R26-11, a request by Second Street Village, LLC to rezone property at the intersection of N Church Street and 1st Street (Parcel #01903308) from Neighborhood Residential with Conditions to Neighborhood Residential with Conditions to revise an existing approved townhome development in order to include an additional four units.

Item approved via Consent Agenda.

9.I. Call Public Hearing - Petition #TA26-03

Call a public hearing for September 1, 2026 at 6:00 p.m. at Huntersville Town Hall on Petition #TA26-03, a request by Bradley Daley. This is a request to increase the total area of accessory structures for single-family home lots greater than five acres in area and greater.

Item approved via Consent Agenda.

9.J. Call for Public Hearing - Petition #TA26-02

Call a public hearing for September 1, 2026 at 6:00 p.m. at Huntersville Town Hall on Petition #TA26-02, a request by Jake Palillo to modify block length requirements, change street stub requirements, and to change frontage and internal drive requirements.

Item approved via Consent Agenda.

9.K. Text Amendment - Parking Prohibited in Specific Places

Amend Code of Ordinances Section 71.02 to be consistent with N.C.G.S. 20-162.

Item approved via Consent Agenda.

Text Amendment attached hereto as Exhibit 9.K-1.

9.L. Interlocal Agreement with City of Charlotte for Animal Care and Control Services

Interlocal agreements must be approved by the Town Board. This Agreement is to provide ongoing animal care and control services via interlocal services.

Item approved via Consent Agenda.

Interlocal Agreement attached hereto as Exhibit 9.I-1.

10. Public Hearings

No Public Hearings

11. Other Business

11.A. R26-07 Northbrook Flex

Consider decision on Petition #R26-07, a request by Bi-Part Development LLC to rezone +/- 5.262 acres located on Maple Branch Drive from Special Purpose - Conditional District to Special Purpose

- Conditional District for commercial uses. This request is to amend the approved Rezoning #R24-04 to allow for two additional flex buildings on Parcel A with an ordinance modification.

Jesse James entered the Staff Report into the record and reviewed request. Staff Report attached hereto as Exhibit 11.A-1. Staff PowerPoint attached hereto as Exhibit 11.A-2.

Since the public hearing, the applicant revised the modification request and added additional screening in the loading/parking area.

The Planning Board recommended approval. Staff recommends approval.

Commissioner Smallwood made a motion to approve Petition #R26-07, a request by Bi-Part Development LLC to amend the approved Rezoning R24-04 to allow for two additional flex buildings on Parcel A, located at 23331 Maple Branch Drive, with the following conditions: (1) the modification request for relief from Article 8.1 to allow the two buildings located at the rear of the site is approved; and (2) all outstanding staff comments be addressed and incorporated prior to final stamped plan approval. The petition is consistent with Policy 6, 6.1 and 8.1 of the 2040 Community Plan. It is reasonable and in the public interest to approve the petition because it is consistent with existing development and the envisioned development pattern for the area.

Commissioner Coronet seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

11.B. Petition #R26-09 - Town 1

Consider decision on Petition #R26-09, a request by Treenail Development to rezone (+/- 71.58 at the northeast corner of Hambright Rd & Mt. Holly-Huntersville Rd from Corporate Business (CB), Special Purpose - Conditional District (SP-CD), Highway Commercial - Conditional District (HC-CD), Transit-Oriented Development - Residential -Conditional District (TOD-R-CD), Transit-Oriented Development - Employment - Conditional District (TOD-E-CD) to Special Purpose - Conditional District (SP-CD), Highway Commercial - Conditional District (HC-CD), Transit - Oriented Development - Residential - Conditional District (TOD-R-CD), Transit - Oriented Development - Employment - Conditional District (TOD-E-CD) for a mixed-use development (Parcel #s 01721108, 01721110,01721118, 01721107, 01721119, 01721106, 01721105, 01721104, 01721102, 01721101).

Brian Richards entered the Staff Report into the record and reviewed request. Staff Report attached hereto as Exhibit 11.B-1. Staff PowerPoint attached hereto as Exhibit 11.B-2.

Mr. Richards reviewed the modification requests and noted there had been previous discussion about a potential modification for tree save. In working with the Town arborist and the Applicant's arborist, it was determined that modification would not be needed.

Commissioner Rivers questioned if this request changes any of the conditions from the original 2023 approval.

Mr. Richards confirmed it does not change any of the conditions and that all the fundamental building elements are the same.

Commissioner Quarles made a motion to approve Rezoning Petition #R26-09, a request by Treenail Development to amend Petition #R22-07 to allow for the addition of 1.042 acres of land and site plan revisions with the following conditions: (1) the modification request to revise the I-77 buffer impact is approved; (2) the modification request to have one row of street trees and enhanced planting is approved; (3) the modification request for a block length waiver to Block H is approved; (4) the applicant must provide additional details for the 50' buffer impacts; (5) the applicant must provide additional details for the enhanced planting along the thoroughfare; and (6) all outstanding staff comments must be addressed. The petition is consistent with policies LU-2, LU-2.1, LU-5.1, LU-6.1. It is reasonable and in the public's interest to approve the petition because the revised plan is a more efficient use of land, and it is compatible with the envisioned development patterns for the area.

Commissioner Coronet seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

11.C. Petition #TA26-01 - Indoor Recreation

Consider decision on Petition #TA26-01, a request by the Huntersville Planning Department to amend Article 3.2.9 of the Huntersville Zoning Ordinance to increase the amount of "indoor recreation" in the Corporate Business zoning district.

Brian Richards entered the Staff Report into the record and reviewed request. Staff Report attached hereto as Exhibit 11.C-1. Staff PowerPoint attached hereto as Exhibit 11.C-2.

Commissioner Rivers made a motion to approve Petition #TA26-01, a request by the Huntersville Planning Department to amend Article 3.2.9 of the Huntersville Zoning Ordinance to increase the amount of indoor recreation in the Corporate Business zoning district. This amendment is consistent with Policies EV-1. 3 and EV-1. 4 of the Huntersville 2040 Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it will allow greater utilization of the Corporate Business zone for indoor recreational use.

Commissioner Quarles seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

11.D. Consider approving Ada Jenkins Fiscal Year 2027 budget amendment

Ada Jenkins has requested from the Town of Huntersville an appropriation of $80,000 for FY 2027. However, the Board can designate any amount they deem appropriate. If a different amount is designated by the Board, that amount should be designated in the motion approving the budget amendment. The approval of this budget amendment would fund the appropriation.

Commissioner Coronet made a motion to recuse Commissioner Quarles.

Commissioner Smallwood seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

Commissioner Coronet made a motion to approve Ada Jenkins' fiscal year 2027 budget amount to contain $35,000.

Commissioner Smallwood seconded the motion.

Motion Passed with Yes 4, No 0, Abstained 0

Commissioner Coronet made a motion to bring back Commissioner Quarles.

Commissioner Rivers seconded the motion.

Motion Passed with Yes 4, No 0, Abstained 0

11.E. Consider approving Angels & Sparrows - Food Security Fiscal Year 2027 budget amendment

Angels & Sparrows - Food Security program has requested from the Town of Huntersville an appropriation of $30,000 for FY 2027. However, the Board can designate any amount they deem appropriate. If a different amount is designated by the Board, that amount should be designated in the motion approving the budget amendment. The approval of this budget amendment would fund the appropriation.

Commissioner Rivers made a motion to approve budget amendment of $25,000 to the Angels & Sparrows Food Security Program.

Commissioner Smallwood seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

11.F. Consider approving Angels & Sparrows - Pathway Fiscal Year 2027 budget amendment

Angels & Sparrows - Pathway program has requested from the Town of Huntersville an appropriation of $45,000 for FY 2027. However, the Board can designate any amount they deem appropriate. If a different amount is designated by the Board, that amount should be designated in the motion approving the budget amendment. The approval of this budget amendment would fund the appropriation.

Commissioner Hunt made a motion to approve a budget amendment for Angels & Sparrows Pathway in the amount of $45,000 for the purposes stated in their non-profit funding application.

Commissioner Coronet seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

11.G. Consider approving Bags of Hope Fiscal Year 2027 budget amendment

Bags of Hope has requested from the Town of Huntersville an appropriation of $25,000 for FY 2027. However, the Board can designate any amount they deem appropriate. If a different amount is designated by the Board, that amount should be designated in the motion approving the budget amendment. The approval of this budget amendment would fund the appropriation.

Commissioner Smallwood made a motion to approve a budget amendment of $15,000 to Bags of Hope for the purposes stated in their non-profit funding application.

Commissioner Quarles seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

11.H. Consider approving Caterpillar Ministries Fiscal Year 2027 budget amendment

Caterpillar Ministries has requested from the Town of Huntersville an appropriation of $33,500 for FY 2027. However, the Board can designate any amount they deem appropriate. If a different amount is designated by the Board, that amount should be designated in the motion approving the budget amendment. The approval of this budget amendment would fund the appropriation.

Commissioner Hunt made a motion to approve a budget amendment for Caterpillar Ministries in the amount of $33,500 for the purposes stated in their non-profit funding application.

Commissioner Rivers seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

11.I. Consider approving Hope House Fiscal Year 2027 budget amendment

Hope House has requested from the Town of Huntersville an appropriation of $40,000 for FY 2027. However, the Board can designate any amount they deem appropriate. If a different amount is designated by the Board, that amount should be designated in the motion approving the budget amendment. The approval of this budget amendment would fund the appropriation.

Commissioner Quarles made a motion to approve Hope House fiscal year 2027 budget amendment in the amount of $25,000 for the purposes stated in their non-profit funding application.

Commissioner Coronet seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

11.J. Consider approving Pottstown Heritage Group Fiscal Year 2027 budget amendment

Pottstown Heritage Group has requested from the Town of Huntersville an appropriation of $20,000 for FY 2027. However, the Board can designate any amount they deem appropriate. If a different amount is designated by the Board, that amount should be designated in the motion approving the budget amendment. The approval of this budget amendment would fund the appropriation.

Commissioner Quarles made a motion to approve Pottstown Heritage fiscal year 2027 budget amendment in the amount of $20,000 for the purpose stated in their non-profit funding application.

Commissioner Hunt seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

11.K. Consider approving North Carolina Youth Orchestra Fiscal Year 2027 budget amendment

North Carolina Youth Orchestra has requested from the Town of Huntersville an appropriation of $15,000 for FY 2027. However, the Board can designate any amount they deem appropriate. If a different amount is designated by the Board, that amount should be designated in the motion approving the budget amendment. The approval of this budget amendment would fund the appropriation.

Commissioner Hunt made a motion to recuse Commissioner Quarles. Commissioner Coronet seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

Commissioner Smallwood made a motion to approve an appropriation of $10,000 to the North Carolina Youth Orchestra for fiscal year 2027 and the associated budget amendment, with the funds coming from the General Fund balance.

Commissioner Rivers seconded the motion.

Motion Passed with Yes 4, No 0, Abstained 0

Commissioner Coronet made a motion to bring back Commissioner Quarles.

Commissioner Hunt seconded the motion.

Motion Passed with Yes 4, No 0, Abstained 0

11.L. Consider approving Hugh Torance House & Store Fiscal Year 2027 budget amendment

Hugh Torance House and Store has requested from the Town of Huntersville an appropriation of $20,000 for FY 2027. However, the Board can designate any amount they deem appropriate. If a different amount is designated by the Board, that amount should be designated in the motion approving the budget amendment. The approval of this budget amendment would fund the appropriation.

Commissioner Smallwood made a motion to recuse Commissioner Coronet. Commissioner Hunt seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

Commissioner Quarles made a motion to approve Hugh Torance fiscal year 2027 budget amendment in the amount of $17,500 for the purposes stated in their non-profit funding application.

Commissioner Rivers seconded the motion.

Motion Passed with Yes 4, No 0, Abstained 0

Commissioner Quarles made a motion to bring Commissioner Coronet back.

Commissioner Hunt seconded the motion.

Motion Passed with Yes 4, No 0, Abstained 0

11.M. Consider approving Carolina Raptor Center Fiscal Year 2027 budget amendment

Carolina Raptor Center has requested from the Town of Huntersville an appropriation of $15,000 for FY 2027. However, the Board can designate any amount they deem appropriate. If a different amount is designated by the Board, that amount should be designated in the motion approving the budget amendment. The approval of this budget amendment would fund the appropriation.

Commissioner Hunt made a motion to approve a budget amendment for the Carolina Raptor Center in the amount of $15,000 for the purposes stated in their non-profit funding application.

Commissioner Smallwood seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

11.N. Appointment to Planning Board

Consider appointing one (1) member to the Planning Board due to resignation of Prince Tokpah, term expiring June 2028.
Note, if appointment comes from one of the alternate members, a separate action is required to fill the seat of alternate. Applications on file, including those considered for last month's appointments, are included with this RFBA.

Commissioner Coronet nominated Jennifer Davis.
Commissioner Rivers nominated Jennifer Davis.
Commissioner Hunt nominated Jennifer Davis.
Commissioner Quarles nominated Jennifer Davis.
Commissioner Smallwood nominated Jennifer Davis.

Commissioner Coronet made a motion to appoint Jennifer Davis to the Planning Board.

Commissioner Rivers seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

Mayor Clark noted that Jennifer Davis was an alternate and opened it up for nominations to fill the Alternate position.

Commissioner Coronet nominated April Dunn.
Commissioner Rivers nominated April Dunn.
Commissioner Hunt nominated April Dunn.
Commissioner Quarles nominated Eric Willoughby.
Commissioner Smallwood nominated April Dunn.

Commissioner Smallwood made a motion to appoint April Dunn to fill the vacant alternate seat on the Huntersville Planning Board.

Commissioner Coronet seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

12. Closing Comments

Commissioner Coronet expressed appreciation to Mayor Clark for attending recent event with him.

Commissioner Rivers expressed appreciation to the external agencies that applied for funding and expressed appreciation to the Pottstown Heritage Group for the work they are doing.

Commissioner Hunt expressed appreciation to the external agencies and wished everyone a happy and safe school year.

Commissioner Smallwood wished everyone a happy and safe school year.

Mayor Clark expressed appreciation to the educators who are getting ready for school to start next Tuesday and expressed appreciation to the external agencies.

13. Adjourn

There being no further business, Mayor Pro Tem Hunt made a motion to adjourn.

Commissioner Rivers seconded the motion.

Motion Passed with Yes 5, No 0, Abstained 0

Mayor Clark adjourned the meeting.

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Christy Clark, Mayor

Subject: Town Attorney Merit Increase

Explain Request:

Consider approving previous action of the Town Board taken in Closed Session allowed under the North Carolina Open Meetings Law to award a merit increase of 3.3% for the Town Attorney's performance in Fiscal Year 2026.

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

Attachments:

None

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: NCDOT Agreement - BL-0080

Explain Request:

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance. This project consists of constructing a greenway culvert under US21 for the Torrence Creek Tributary just north of Arahova Drive.

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

General Fund.

Attachments:

1. Agreement

ACCOUNTS RECEIVABLE AGREEMENTS

REMITTANCE GUIDANCE

_____ : I acknowledge that upon execution of this Agreement, we will be required to submit a down payment, if required. I also acknowledge that we may pre-pay any portion of the estimated cost noted in this Agreement, prior to final billing by the Department.

Please refer to your Agreement's PAYMENT TERMS to correctly remit any payment due to the Department.

PAYMENT TERMS	PAYMENT TIMING
PAYMENT UPON AGREEMENT EXECUTION	Please submit the amount of agreed upon payment via one of the below methods, once you have received notice of execution of the Agreement.
PAYMENT PRIOR TO LETTING (OR START OF PHASE)	You will be notified by the Project Manager when payment will be due. Please remit payment within 60 days of notification.
PAYMENT UPON BILLING	The Department will bill at the completion of the Project (or when defined in the Agreement). All payments are due within 60 days of invoicing.

NOTE: You may pre-pay any portion of an estimated cost, prior to Departmental Billing. The Department will adjust final billing to account for any pre-payments made.

LATE PAYMENTS AND INTEREST RATES:

For payments not received within 60 days, the Department must charge a statutory interest rate of prime plus one percent (1%) on all Utility Relocation Agreements. For any other Receivable Agreement, the Department may charge a late fee and/or interest.

PAYMENT METHODS

1. SEND PAYMENT BY CHECK

MAIL TO:
NCDOT – Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

INCLUDE:
- Agreement ID (10000xxxxx)
- WBS Element

OR

2. SEND PAYMENT VIA ACH
(Automated Clearinghouse)

Initiate ACH through your bank* and send an e-mail to:
- ✓ Sherrissa Becton – snbecton@ncdot.gov
- ✓ Melinda Neighbors – mneighbors@ncdot.gov

INCLUDE:
- Agreement ID (10000xxxxx)
- WBS Element
- Amount of Payment

*If you need NCDOT's Account Information, contact Terri Jones at tdjones5@ncdot.gov

Failure to follow the above steps and remit payment per the terms in the Agreement may result in delays to project delivery. Please contact your Division Project Manager for questions regarding payment terms.

4/17/2026

AGREEMENT OVERVIEW

NORTH CAROLINA
MECKLENBURG COUNTY

DATE: 8/11/2026

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

TOWN OF HUNTERSVILLE

PROJECT NUMBERS:

TIP #: BL-0080

WBS ELEMENTS: CON 50808.3.1

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT ("Project"): This Project consists constructing a greenway culvert under US 21.

ESTIMATED COST OF THE PROJECT: $ 3,250,000
ESTIMATED COSTS TO OTHER PARTY: $ 650,000 (20%)
ESTIMATED COSTS TO DEPARTMENT: $ 2,600,000 (80%)

RESPONSIBILITY FOR COSTS THAT EXCEED FUNDING:
The Town of Huntersville is responsible for all costs that exceed total estimated cost.

PAYMENT TERMS: Town of Huntersville will submit payment prior to beginning the construction phase of work.

MAINTENANCE: Department

EFFECTIVE DATES OF AGREEMENT:
START: Upon Full Execution of this Agreement
END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Huntersville, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

i. The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.

ii. The **Department** will be responsible for preparing the plans and specifications and letting the Project to construction.

iii. The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

Responsibilities

It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, a separate Utility Agreement will be prepared at the appropriate time.

D. MAINTENANCE

Upon completion of the Project:

i. The **Municipality** shall be responsible for maintenance of the affected portion of the greenway trail where the pedestrian culvert is to be constructed. The **Municipality** will be responsible for the maintenance of lighting, sweeping, graffiti removal, or other nonstructural maintenance of the pedestrian culvert.

ii. The **Municipality** shall be responsible for reporting all needed structural maintenance needs to the **Department** in a timely manner. The **Department** shall be responsible for the structural maintenance of the pedestrian culvert.

iii. Any lane closures needed for maintenance will require 48 hours notification to the **Department's** Mecklenburg County District Engineer.

iv. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.

v. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS AND FUNDING

The **Municipality** has agreed to participate in Project costs as follows:

i. The estimated cost of the Project is $3,250,000. Both **Parties** understand that this is an estimated cost and is subject to change.

ii. The **Municipality** shall participate in 20% of Project Costs. The **Department** will participate in 80% of Project Costs.

iii. If actual costs exceed the estimated costs, the **Municipality** is responsible for the overages.

iv. The **Department** may consult with the **Municipality** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **Municipality** is offered as a courtesy to apprise the **Municipality** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **Municipality** of cost increases does not affect the payment terms of the agreement.

B. PAYMENT BY THE MUNICIPALITY

i. The **Municipality** shall provide a down payment for each phase of the Project, prior to the **Department** initiating work on each phase. The **Department** will notify the **Municipality** of the requested amount of down payment. The **Municipality** shall remit payment in accordance with the attached “Remittance Guidance”.

ii. If costs for the current phase of work exceed the available funding, then the **Department** will notify the **Municipality** of any additional down payment needed.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

To the extent authorized by state and federal statutes, the **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

VI. ADDITIONAL PROVISIONS

A. GOVERNMENT IMMUNITY

Nothing contained in the Agreement/Contract shall constitute a waiver of the **Municipality's** governmental immunity or of any limitation on liability or damages created by law.

B. Relationship of the Parties.

The **Municipality** is an independent contractor and not an employee of the **Department**. The Agreement shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the **Municipality** and the **Department**. Employees of the **Department** shall remain subject to the exclusive control and supervision of the **Department**, which is solely responsible for their compensation. Employees of the **Municipality** shall remain subject to the exclusive control and supervision of the **Municipality**, which is solely responsible for their compensation.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

TOWN OF HUNTERSVILLE

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Remittance Address:

_____

_____

Finance Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES)

TOWN OF HUNTERSVILLE

Attest:

By: _____

Title: _____

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Remittance Address:

_____

_____

Finance Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

North Carolina Department of Transportation
Preliminary Estimate

BL-0080 Exhibit A

TIP No. BL-0080 (married with U-5771)
Route: From Arahova Dr./Compass St. to Huntersville Commons Dr.
US 21 Roadway Widening
Pedestrian Culvert portion

County: **Mecklenburg**

CONSTR. COST
$2,800,000

Line Item	Des	Sec No.	Description	Quantity	Unit	Price	Amount
			U-5771 Cost Share Estimate Quantities				
0043000000-N		226	Grading	1.0	LS		$ 650,000.00
1575000000-E		610	Paving	1	LS		$ 450,000.00
0378000000-E		310	24" RC Pipe Culv, Class III	64	LF	$ 150.00	$ 9,600.00
0402000000-E		310	48" RC Pipe Culv, Class III	112	LF	$ 375.00	$ 42,000.00
2209000000-E		838	Endwalls	6	CY	$ 2,000.00	$ 12,000.00
2286000000-N		840	Masonry Drainage Structures	4	Each	$ 4,400.00	$ 17,600.00
2297000000-E		840	Masonry Drainage Structures	14	LF	$ 790.00	$ 10,862.50
2366000000-N		840	G.D.I. (N.S. Sag) Frame with 2 Grates, 840.24	1	Each	$ 1,400.00	$ 1,400.00
2374000000-N		840	Frame w/Grate and Hood 840.03 Type E	1	Each	$ 1,600.00	$ 1,600.00
2374000000-N		840	Frame w/Grate and Hood 840.03 Type F	1	Each	$ 1,600.00	$ 1,600.00
2396000000-N		840	Frame with Cover, 840.54	1	Each	$ 1,200.00	$ 1,200.00
3030000000-E		862	Steel Beam Guardrail	300	LF	$ 30.00	$ 9,000.00
3045000000-E		862	Steel Beam Guardrail, Shop Curved	137.5	LF	$ 31.00	$ 4,262.50
3165500000-N		862	Guardrail End Units, Type Terminal End Section	1	Each	$ 1,000.00	$ 1,000.00
3195000000-N		862	Guardrail End Units, Type AT-1	1	Each	$ 1,100.00	$ 1,100.00
3210000000-N		862	Guardrail End Units, Type CAT-1	1	Each	$ 1,100.00	$ 1,100.00
3288000000-N		862	Guardrail End Units, Type TL-2	2	Each	$ 3,900.00	$ 7,800.00
5260000000-N		SP	Generic Lighting Item - Electrical Conduit	1	LS	$ 3,700.00	$ 3,700.00
			Reinforced Concrete Box Culverts				
8130000000-N		414	Box Culvert Excavation, -L- Sta. 17+00.00 (10' W x 10' H x 128' L)	1.00	LS	$ 65,000.00	$ 65,000.00
8133000000-E		414	Foundation Conditioning Material, Box Culvert	142	Ton	$ 90.00	$ 12,780.00
8196000000-E		420	Class A Concrete (Culvert)	242.7	CY	$ 1,600.00	$ 388,320.00
8245000000-E		425	Reinforcing Steel (Culvert)	32,221	LB	$ 2.50	$ 80,552.50
			Retaining Walls				
8802031000-E		SP	RW 16: 100' L x 5.4' Avg. Height, -GRNWY- Sta. 10+52	540	SF	$ 200.00	$ 108,000.00
8802031000-E		SP	RW 17: 106' L x 8.1' Avg. Height, -GRNWY- Sta. 10+65	860	SF	$ 185.00	$ 159,100.00
8802031000-E		SP	RW 18: 46' L x 8.2' Avg. Height, -GRNWY- Sta. 14+66	380	SF	$ 200.00	$ 76,000.00
			Miscellaneous (5% Str & Utilities)	1	LS		$ 44,000.00
			Miscellaneous (20% Rdwy)	1	LS		$ 246,422.50

Lgth **0.16 Mi.**

Contract Cost	.....	.....	$ 2,406,000.00
E. & C. 16%	.....	.....	$ 394,000.00
Construction Cost	.....	.....	**$ 2,800,000.00**

PROJECT REFERENCE NO.	SHEET NO.
U-5771	4
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

BL-0080 Exhibit B

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

RS&H
8521 SIX FORKS ROAD, SUITE 400
RALEIGH, NC 27615
NC FIRM LICENSE No: F-0493

NAD 83/NA 2011

REVISIONS

2023-09-06 - DESIGN REVISION: -L- PROFILE REVISED TO ACCOMMODATE PEDESTRIAN CULVERT.(SMK)
2024-02-21 - DESIGN REVISION: -GRNWY- AND -Y19- ALIGNMENTS ADDED TO PLANS.(SMK)
2024-06-19- ROW REVISION: DUE AND PUE REVISED ON PARCELS 4 AND 5.(SMK)
2025-04-09- ROW REVISION: PUE AND TUE ADDED TO PARCEL 1,2,AND 3 RELEASED FROM HOLD.ROW UPDATED AND TUE ADDED TO PARCELS 6 AND 7. -GRNWY- AND -Y19- DESIGNS FINALIZED.(SMK)

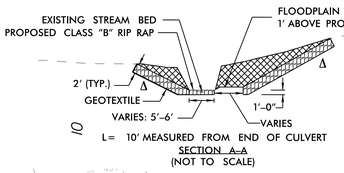
8/17/99

-L- CURVE DATA
PI Sta 27+91.12
△ = 8° 21' 09.4" (LT)
D = 0° 42' 58.3"
L = 1,166.25'
T = 584.16'
R = 8,000.00'
V = 50 mph
SE = NC

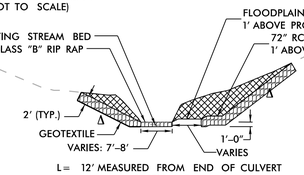
-Y3- CURVE DATA
PI Sta 12+69.29
△ = 83° 29' 38.5" (RT)
D = 68° 12' 33.3"
L = 122.41'
T = 74.97'
R = 84.00'
SE = NC

-Y19- CURVE DATA
PI Sta 11+03.09
△ = 8° 11' 17.5" (LT)
D = 22° 55' 05.09"
L = 35.73'
T = 17.89''
R = 250.00'
SE = NC

CULVERT INLET / OUTLET
(LOOKING DOWNSTREAM
NOT TO SCALE)



SECTION A-A
(NOT TO SCALE)



SECTION B-B
(NOT TO SCALE)

BEGIN CHAIN LINK FENCE
-L- STA.16+76.04

END CHAIN LINK FENCE
-L- STA.18+50.00

BEGIN CONSTRUCTION
-Y2- STA.11+25.00

-Y2- POT Sta. 10+00.00

-L- POT Sta. 10+00.00

-L- POT Sta.21+52.50 =
-Y3- POT Sta. 10+00.00

-L- PC Sta. 22+06.96

-L- POC Sta.22+44.93 =
-DWY1- POT Sta. 10+00.00

-Y19- POT Sta. 10+00.00 =
-L- Sta.16+64.19

BEGIN CONSTRUCTION
-Y19- STA.10+31.50

-Y19- PC Sta. 10+85.20

-Y19- PT Sta. 11+20.92

END CONSTRUCTION
-Y19- STA.12+20.00

-Y19- POT Sta. 12+40.00 =
-GRNWY- POT Sta.16+85.64

END CHAIN LINK FENCE
-L- STA.17+93.85

BEGIN CHAIN LINK FENCE
-L- STA.17+42.65

-L- POT Sta.21+39.12 =
-Y2- POT Sta. 12+45.39

END CONSTRUCTION
-Y3- STA.11+00.00

-Y3- PC Sta. 11+94.33

-Y3- POT Sta. 13+88.00

-Y3- PT Sta. 13+16.74

BEGIN TIP PROJECT U-5771
BEGIN PAVEMENT RECONSTRUCTION
U-5771 -L- STA.14+00.00 =
U-5114 -L- STA.29+60.46

MATCH LINE -L- STA 24+00 SEE SHEET 5

-L- N 12° 58' 51.1" W

N 77° 05' 54.6" E

S 13° 33' 28.8" E

N 76° 44' 50" E

N 82° 56' 52.7" E

N 76° 51' 17.0" E

CITY OF CHARLOTTE
DB 24338 PG 184

HL HUNTERSVILLE LLC
DB 29074 PG 798

COOK OUT HUNTERSVILLE INC
DB 29292 PG 543

DEVAZ LLC
DB 18511 PG 135

ENCAR REALTY LLC
DB 20?? PG 430

LEENA D AND DINESH AMBALA PATEL
DB 09401 PG 505
MB 34 PG 952

MARUTI, INC.
DB 13390 PG 102
MB 34 PG 952

LEENA D & DINESH A PATEL
DB 09401 PG 505
MB 34 PG 952
DB 11028 PG 820
MB 65 PG 713

MYRTLE HOKE POWELL
DB 11028 PG 820
MB 65 PG 713

ARAHOVA LLC
DB 13963 PG 157

GOODWILL INDUSTRIES OF THE SOUTHERN PIEDMONT INC
DB 27691 PG 157

NC STATE EMPLOYEES CREDIT UNION
DB 21893 PG 312

TRIANGLE HUNTERSVILLE COMMONS, LLC
DB 34736 PG 403
& DB 34736 PG 407

BRUMLEY FAMILY PROPERTIES, LLC
DB 36226 PG 256

PROPERTY LINE AS PER MB 34-952
PROPERTY LINE AS PER MB 31-65

PROPOSED 10'X10' PEDESTRIAN CULVERT

TIE PROPOSED CB INTO EXISTING 15" HDPE Ø430

EXTEND EXISTING 2@5'X7' RCBC

CONVERT DI TO JB w/MH

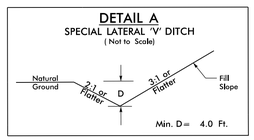
GRADE TO DRAIN

EST 15 TON CL I RIP RAP
EST 30 SY GEOTEXTILE

EST 21 TON CL I RIP RAP
EST 47 SY GEOTEXTILE

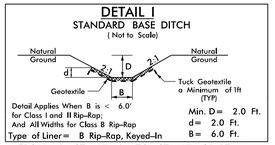
EST 26 TON CL B RIP RAP
EST. 58 SY GEOTEXTILE

DETAIL A
SPECIAL LATERAL 'V' DITCH
(Not to Scale)



FROM -L- STA. 23+42 TO STA. 27+90.51 LT
FROM -L- STA. 23+50 TO STA. 24+00 RT

DETAIL I
STANDARD BASE DITCH
(Not to Scale)



FROM -L- STA. 17+24 TO STA. 17+65 RT

★ PROPOSED SIGNAL

CONCRETE MONO. ISLAND

CONCRETE S/W & MUP

FOR DETAIL, SEE SHEET NO. 2B-1

FOR -GRNWY- DETAILS, SEE SHEET NO. 2B-10

FOR -L- PROFILE, SEE SHEET NO. 13

16-APR-2025 17:22
R:\Roadway\Proj\U5771_Rdy_psh_04.dgn
$$$$USERNAME$$$$

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Tyler Beardsley, Electric Systems Director

Subject: Materials for Bryton Declan

Explain Request:

The Town bid the materials for the electric infrastructure for the new Bryton Declan apartment complex located at the intersection of Hambright Rd and Everette Keith Rd. Bids were opened on August 13 and one (1) bid was received. City Electric Supply Company was the bidder. The total materials cost was $658,334.28. These materials are necessary to supply power to this complex.

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

Attachments:

1. Bryton- Declan CES Bid
2. CES - Bryton Declan Contract Vendor-Signed

C.E.S. (Huntersville)
103 CENTER LN, Huntersville, NC,
28078.

Phone: 704-274-1695
Fax: 704-992-8185
Email: Huntersville0675@cityelectricsupply.com

QUOTATION

HNT/019481

Valid From: 12 Aug 2026
Valid Until: 11 Sep 2026

CITY ELECTRIC SUPPLY COMPANY
TOWN OF HUNTERSVILLE ELECTRIC
14704 N OLD STATESVILLE RD
HUNTERSVILLE
NC
28078
Phone: 7048756541

Entered by: Harrison Huie
Sales Rep: Harrison Huie

Account No.: 06750279001
Order Number: BRYTON DECLAN

Qty	Item	Description	$ Price Per		$ Goods
	SCHEDULE 1				
17	100 KVA 1-PH PADMOUNT TRANSFORMER	100 kVA 1-Ph Padmount Transformer	10370.13	1	176292.21
17	42X42X15 PAD	42X42X15 PAD	977.64	1	16619.88
	SCHEDULE 2				
5000	750 PRIMARY	750 PRIMARY	20309.76	1000	101548.80
20000	1/0 PRIMARY	1/0 PRIMARY	6121.95	1000	122439.00
1000	URD-CONVERSE	URD AL 1350 SERIES 2/0-2/0-1 CONVERSE	2133.33	M	2133.33
1000	URD-SWEETBRIAR	URD AL 1350 SERIES 4/0-4/0-2/0 SWEETBRI	3105.83	M	3105.83
4000	URD-SLIPPERY ROCK	350-350-350-4/0 URD AL	7333.33	M	29333.32
6000	URD-ERSKINE	URD ERSKINE 6-6-6	789.00	M	4734.00
	SCHEDULE 3				
4000	PIPE PVC400	4" PVC SCH40	400.00	C	16000.00

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.
Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.
Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer return goods policy.
E&OE

C.E.S. (Huntersville)
103 CENTER LN, Huntersville, NC,
28078.

Phone: 704-274-1695
Fax: 704-992-8185
Email: Huntersville0675@cityelectricsupply.com

QUOTATION

HNT/019481

Valid From: 12 Aug 2026
Valid Until: 11 Sep 2026

CITY ELECTRIC SUPPLY COMPANY
TOWN OF HUNTERSVILLE ELECTRIC
14704 N OLD STATESVILLE RD
HUNTERSVILLE
NC
28078
Phone: 7048756541

Entered by: Harrison Huie
Sales Rep: Harrison Huie

Account No.: 06750279001
Order Number: BRYTON DECLAN

Qty	Item	Description	$ Price Per	$ Goods
74	EL9044	4" 90 SCH40 PE ELBOW 078549	2675.28 C	1979.71
2300	PIPE PVC300	3" PVC SCH40	300.00 C	6900.00
16	EL9043	3" 90 SCH40 PE ELBOW 078547	1881.14 C	300.98
900	PIPE PVC100	1" PVC SCH40	100.00 C	900.00
	SCHEDULE 4			
12	750 MCM TBODY	750MCM TBODY	653.26 1	7839.12
40	L215B060J00	15KV, 200A, Loadbreak Elbow	165.81 1	6632.40
22	SOUTHERN Z588N	GALV 5/8 X 8 NOMINAL GRND ROD	16.00 E	352.00
22	F4P GRC-58	5/8" GRND ROD CLAMP	176.30 C	38.79
40	NSI ISPB350-6	Polaris Edge Db Connector 350-12 6 Port	71.35 E	2854.00
24	NSI ISPB2/0-4	Polaris Edge Db Connector 2/0-14 4 Port	62.13 E	1491.12
20	DANGER TAPE	3"X1000FT RED DANGER TAPE	22.00 E	440.00
	SCHEDULE 5			
2	PAD-MOUNTED SWITCHGEAR	PME-11	49858.25 1	99716.50
2	GS757336MG67X62	SWITCH GEAR PAD	3255.00 1	6510.00

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

(QUOTE ONLY. NOT A RECEIPT)

Goods Total: $608160.99
Tax Total: $50173.29
Total: $658334.28

PriceHarrison Huieect to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer return goods policy.

E&OE

14704 N Old Statesville Road
Huntersville, NC 28078

CONTRACT FOR GOODS

SELLER: **City Electric Supply (CES)**
103 Center Ln.
Huntersville, NC 28078

Harrison Huie
704-274-1695
harrison.huie@cityelectricsupply.com

PROJECT: **Bryton Declan**
SITE LOCATION(S): **11316 Sam Furr Rd.**
Huntersville, NC 28078

This Contract for good, and all exhibits, (collectively this "Contract") is entered into this 17th day of August, 2026 by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and City Electric Supply (CES) located at 103 Center Ln. Huntersville, NC 28078 (the "Seller").

WITNESSETH:

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

1. Sale of Goods. Pursuant to the terms and conditions of this Contract, the Seller agrees to transfer ownership and deliver possession to the Town, and the Town shall pay for and accept from the Seller, the "Goods" as shown in Exhibit C, attached hereto.
2. Purchase Price. In consideration of the Goods, Town shall pay to Seller the Purchase Price as shown in the Exhibit D attached hereto.
3. Bid Documents. If applicable, Seller and Town acknowledge that this Contract for Goods is based on bid documents submitted by Seller to Town. The bid documents shall control any terms not stated herein.
4. 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.
5. Delivery. Seller shall deliver the Goods to Town within the date specified in the bid documents. If the Contract was not subject to bidding requirements, the Seller shall deliver the Goods to the location and by the date specified in Exhibit C. Seller shall be responsible for freight, delivery, and shipping costs. Seller shall retain title to and ownership of the Goods until they are delivered to and approved by the Town.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this 17th day of August, 2006.

Seller

Name: Harrison Huie
_____
Name of Seller (type or print)

By: Harrison Huie
Harrison Huie (Aug 18, 2026 10:36:03 EDT)
_____
(Signature)

Title: OUTSIDE SALES
_____

Attest:

_____
(Secretary, if a corporation)

Town of Huntersville

_____
Town Manager

Attest: _____
Town Clerk

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

_____
Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

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

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

15. **License Requirement**. If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance**. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment**. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions**. The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties**. The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town for the Goods outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Goods and shall run to the Town and any user of the Goods. 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 Goods delivered shall be to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Goods 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, Goods 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 Goods and any expenses incurred in connection therewith.
22. **Termination for Convenience**. The Town shall have the right, without assigning any reason therefore, to terminate 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 Goods 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 Goods**. In order for a Contract 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 contract[1].
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)

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 – GOODS

Provided goods listed below as per *Attachment 1*.

ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	EXT. PRICE
Schedule 1: Transformer					
TRANFORMER (NEW)	100 kVA 1-PH Padmount Transformer	17	ea.	10,370.13	176,292.21
TRANFORMER PAD	42x42x15 pad	17	ea.	977.64	16,619.88
Schedule 2: URD Cable					
URD-CONVERSE	URD AL 1350 Series 2/0-2/0-1 Converse Triplex	1000	per 1,000	2,133.33	2,133.33
URD-SWEETBRIAR	URD AL 1350 Series 4/0-4/0-2/0 Sweetbriar	1000	per 1,000	3,105.83	3,105.83
URD-SLIPPERY ROCK	URD AL 350-350-350-4/0 Slippery Rock	4000	per 1,000	7,333.33	29,333.32
URD-ERSKINE	URD AL 6-6-6 Erskine Triplex	6000	per 1,000	789.00	4,734.00
750 PRIMARY	750 Primary	5000	per 1,000	20,309.76	101,548.80
1/0 PRIMARY	1/0 Primary	20000	per 1,000	6,121.95	122,439.00
Schedule 3: Conduit					
PIPE PVC400	PVC, 4" x 10', Schedule 40	4000	per 100	400.00	16,000.00
PIPE PVC300	PVC, 3" x 10', Schedule 40	2300	per 100	300.00	6,900.00
PIPE PVC100	PVC, 1" x 10', Schedule 40	900	per 100	100.00	900.00
EL9044	PVC, 4" 90° Elbow, Plain End, Schedule 40	74	per 100	2,675.28	1,979.71
EL9043	PVC, 3" 90° Elbow, Plain End, Schedule 40	16	per 100	1,881.14	300.98
Schedule 4: Miscellaneous					
DEAD BREAK ELBOW	750 MCM T-body	12	ea.	653.26	7,839.12
LOAD BREAK ELBOW	15 kV, 200A, Load Break Elbow (L215B060J00)	40	ea.	165.81	6,632.40
SOUTHERN Z588N	5/8" Galvanized Steel Ground Rod 8'	22	ea.	16.00	352.00
F4P GRC-58	5/8" Ground Rod Clamp	22	per 100	176.30	38.79
NSI ISPB350-6	Polaris Edge DB Connector 350-12, 6-Port	40	ea.	71.35	2,854.00
NSI ISPB2/0-4	Polaris Edge DB Connector 2/0-14, 4-Port	24	ea.	62.13	1,491.12
DANGER TAPE	3" x 1,000' Red Danger Tape	20	ea.	22.00	440.00
Schedule 5: Switchgear					
SWITCHGEAR	PME-11	2	ea.	49,858.25	99,716.50
SWITCHGEAR PAD	Switchgear pad (GS757336MG67X62)	2	ea.	3,255.00	6,510.00
				GOODS TOTAL: $	**608,160.99**

EXHIBIT D – FEE SCHEDULE

Not to exceed amount: $608,160.99 due upon receipt of goods, packing slips, and executed invoice.

CITY ELECTRIC SUPPLY	Aug 18, 2026
Company Name	Date
Harrison Huie	OUTSIDE SALES
Print Name	Title

Harrison Huie
Harrison Huie (Aug 18, 2026 10:36:03 EDT)

Signature

Attachment 1

C.E.S. (Huntersville)
103 CENTER LN, Huntersville, NC,
28078.

Phone: 704-274-1695
Fax: 704-992-8185
Email: Huntersville0675@cityelectricsupply.com

QUOTATION

HNT/019481

Valid From: 12 Aug 2026
Valid Until: 11 Sep 2026

TOWN OF HUNTERSVILLE ELECTRIC
14704 N OLD STATESVILLE RD
HUNTERSVILLE
NC
28078
Phone: 7048756541

Entered by: Harrison Huie
Sales Rep: Harrison Huie

Account No.: 06750279001
Order Number: BRYTON DECLAN

Qty	Item	Description	$ Price Per		$ Goods
	SCHEDULE 1				
17	100 KVA 1-PH PADMOUNT TRANSFORMER	100 kVA 1-Ph Padmount Transformer	10370.13	1	176292.21
17	42X42X15 PAD	42X42X15 PAD	977.64	1	16619.88
	SCHEDULE 2				
5000	750 PRIMARY	750 PRIMARY	20309.76	1000	101548.80
20000	1/0 PRIMARY	1/0 PRIMARY	6121.95	1000	122439.00
1000	URD-CONVERSE	URD AL 1350 SERIES 2/0-2/0-1 CONVERSE	2133.33	M	2133.33
1000	URD-SWEETBRIAR	URD AL 1350 SERIES 4/0-4/0-2/0 SWEETBRI	3105.83	M	3105.83
4000	URD-SLIPPERY ROCK	350-350-350-4/0 URD AL	7333.33	M	29333.32
6000	URD-ERSKINE	URD ERSKINE 6-6-6	789.00	M	4734.00
	SCHEDULE 3				
4000	PIPE PVC400	4" PVC SCH40	400.00	C	16000.00

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.
Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.
Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer return goods policy.
E&OE

C.E.S. (Huntersville)
103 CENTER LN, Huntersville, NC,
28078.

Phone: 704-274-1695
Fax: 704-992-8185
Email: Huntersville0675@cityelectricsupply.com

QUOTATION

HNT/019481

Valid From: 12 Aug 2026
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TOWN OF HUNTERSVILLE ELECTRIC
14704 N OLD STATESVILLE RD
HUNTERSVILLE
NC
28078
Phone: 7048756541

Entered by: Harrison Huie
Sales Rep: Harrison Huie

Account No.: 06750279001
Order Number: BRYTON DECLAN

Qty	Item	Description	$ Price Per	$ Goods
74	EL9044	4" 90 SCH40 PE ELBOW 078549	2675.28 C	1979.71
2300	PIPE PVC300	3" PVC SCH40	300.00 C	6900.00
16	EL9043	3" 90 SCH40 PE ELBOW 078547	1881.14 C	300.98
300	PIPE PVC100	1" PVC SCH40	100.00 C	300.00
	SCHEDULE 4			
12	750 MCM TBODY	750MCM TBODY	653.26 1	7839.12
40	L215B060J00	15KV, 200A, Loadbreak Elbow	165.81 1	6632.40
22	SOUTHERN Z588N	GALV 5/8 X 8 NOMINAL GRND ROD	16.00 E	352.00
22	F4P GRC-58	5/8" GRND ROD CLAMP	176.30 C	38.79
40	NSI ISPB350-6	Polaris Edge Db Connector 350-12 6 Port	71.35 E	2854.00
24	NSI ISPB2/0-4	Polaris Edge Db Connector 2/0-14 4 Port	62.13 E	1491.12
20	DANGER TAPE	3"X1000FT RED DANGER TAPE	22.00 E	440.00
	SCHEDULE 5			
2	PAD-MOUNTED SWITCHGEAR	PME-11	49858.25 1	99716.50
2	GS757336MG67X62	SWITCH GEAR PAD	3255.00 1	6510.00

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

(QUOTE ONLY. NOT A RECEIPT) Goods Total: $608160.99
Tax Total: $50173.29
Total: $658334.28

Priceharrison Huieect to change from manufacturer at the time of dispatch. When ordering please use above quotation number.
Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.
Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer return goods policy.
E&OE

CES - Bryton Declan Contract

Final Audit Report 2026-08-18

Created:	2026-08-18
By:	Kristin Boatright (kboatright@huntersville.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkthp3x8KMw3Ze4Jdyv4yeJxZqTp0iufO

"CES - Bryton Declan Contract" History

Document created by Kristin Boatright (kboatright@huntersville.org)
2026-08-18 - 2:24:28 PM GMT

Document emailed to harrison.huie@cityelectricsupply.com for signature
2026-08-18 - 2:26:42 PM GMT

Email viewed by harrison.huie@cityelectricsupply.com
2026-08-18 - 2:26:52 PM GMT

Signer harrison.huie@cityelectricsupply.com entered name at signing as Harrison Huie
2026-08-18 - 2:36:01 PM GMT

Document e-signed by Harrison Huie (harrison.huie@cityelectricsupply.com)
Signature Date: 2026-08-18 - 2:36:03 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-08-18 - 2:36:03 PM GMT

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Tyler Beardsley, Electric Systems Director

Subject: Purchase contract Electric Materials - Bryton Broadstone

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Explain Request:

The Town bid the materials for the electric infrastructure for the new Bryton Broadstone apartment complex located near the intersection of Old Statesville Rd and Hambright Rd. Bids were opened on August 13 and one (1) bid was received. City Electric Supply Company was the bidder. The total materials cost was $325,486.48. These materials are necessary to supply power to this complex.

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

Attachments:

1. Bryton Broadson Bid
2. CES - Bryton Broadstone Contract Vendor-Signed

C.E.S. (Huntersville)
103 CENTER LN, Huntersville, NC,
28078.

Phone: 704-274-1695
Fax: 704-992-8185
Email: Huntersville0675@cityelectricsupply.com

QUOTATION

HNT/019483

Valid From: 12 Aug 2026
Valid Until: 11 Sep 2026

CITY ELECTRIC SUPPLY COMPANY
TOWN OF HUNTERSVILLE ELECTRIC
14704 N OLD STATESVILLE RD
HUNTERSVILLE
NC
28078
Phone: 7048756541

Entered by: Harrison Huie
Sales Rep: Harrison Huie

Account No.: 06750279001
Order Number: BRYTON BROADSTONE

Qty	Item	Description	$ Price Per		$ Goods
	SCH. 1 TRANSFORMERS				
1	REMANUFACTURED 75 KVA 1-PH PADMOUNT TRANSFORMER	Remanufactured 75 kVA 1-Ph Padmount Tra	6250.00	1	6250.00
13	NEW 100 KVA 1-PH PADMOUNT TRANSFORMER	New 100 kVA 1-Ph Padmount Transformer	7123.20	1	92601.60
5	167 KVA 1-PH PAD MOUNT	167 KVA 1-Ph Pad Mount	18575.00	1	92875.00
19	42X42X15 PAD	42X42X15 PAD	977.64	1	18575.16
	SCH. 2 URD CABLE				
1000	URD-CONVERSE	URD AL 1350 SERIES 2/0-2/0-1 CONVERSE	2133.33	M	2133.33
4000	URD-SLIPPERY ROCK	350-350-350-4/0 URD AL	7333.33	M	29333.32
6000	URD-ERSKINE	URD ERSKINE 6-6-6	789.00	M	4734.00
5000	1/0 PRIMARY	1/0 PRIMARY	6121.95	1000	30609.75
	SCH. 3 CONDUIT				
3000	PIPE PVC400	4" PVC SCH40	400.00	C	12000.00

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.
Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.
Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer return goods policy.
E&OE

C.E.S. (Huntersville)
103 CENTER LN, Huntersville, NC,
28078.

Phone: 704-274-1695
Fax: 704-992-8185
Email: Huntersville0675@cityelectricsupply.com

QUOTATION

HNT/019483

Valid From: 12 Aug 2026
Valid Until: 11 Sep 2026

CITY ELECTRIC SUPPLY COMPANY
TOWN OF HUNTERSVILLE ELECTRIC
14704 N OLD STATESVILLE RD
HUNTERSVILLE
NC
28078
Phone: 7048756541

Entered by: Harrison Huie
Sales Rep: Harrison Huie

Account No.: 06750279001
Order Number: BRYTON BROADSTONE

Qty	Item	Description	$ Price Per	$ Goods
148	EL9044	4" 90 SCH40 PE ELBOW 078549	2675.28 C	3959.41
2000	PIPE PVC300	3" PVC SCH40	300.00 C	6000.00
1000	PIPE PVC100	1" PVC SCH40	100.00 C	1000.00
20	EL9041	(078542) 1" 90 SCH40 PE ELBOW	273.51 C	54.70
	SCH. 4 MISC			
5	DANGER TAPE	3"X1000FT RED DANGER TAPE	22.00 E	110.00
25	SOUTHERN Z588N	GALV 5/8 X 8 NOMINAL GRND ROD	16.00 E	400.00
25	F4P GRC-58	5/8" GRND ROD CLAMP	176.30 C	44.08

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Harrison Huie

(QUOTE ONLY. NOT A RECEIPT) Goods Total: $300680.35
Tax Total: $24806.13
Total: $325486.48

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer return goods policy.

E&OE

14704 N Old Statesville Road
Huntersville, NC 28078

CONTRACT FOR GOODS

SELLER: **City Electric Supply (CES)**
103 Center Ln.
Huntersville, NC 28078

Harrison Huie
704-274-1695
harrison.huie@cityelectricsupply.com

PROJECT: **Bryton Broadstone**
SITE LOCATION(S): **11316 Sam Furr Rd.**
Huntersville, NC 28078

This Contract for good, and all exhibits, (collectively this "Contract") is entered into this 17th day of August, 2026 by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and City Electric Supply (CES) located at 103 Center Ln. Huntersville, NC 28078 (the "Seller").

WITNESSETH:

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

1. Sale of Goods. Pursuant to the terms and conditions of this Contract, the Seller agrees to transfer ownership and deliver possession to the Town, and the Town shall pay for and accept from the Seller, the "Goods" as shown in Exhibit C, attached hereto.
2. Purchase Price. In consideration of the Goods, Town shall pay to Seller the Purchase Price as shown in the Exhibit D attached hereto.
3. Bid Documents. If applicable, Seller and Town acknowledge that this Contract for Goods is based on bid documents submitted by Seller to Town. The bid documents shall control any terms not stated herein.
4. 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.
5. Delivery. Seller shall deliver the Goods to Town within the date specified in the bid documents. If the Contract was not subject to bidding requirements, the Seller shall deliver the Goods to the location and by the date specified in Exhibit C. Seller shall be responsible for freight, delivery, and shipping costs. Seller shall retain title to and ownership of the Goods until they are delivered to and approved by the Town.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this 17th day of August, 2006.

Seller

Name: HARRISON HUIE
_____
Name of Seller (type or print)

By: HARRISON HUIE
HARRISON HUIE (Aug 18, 2026 10:32:49 EDT)
_____
(Signature)

Title: OUTSIDE SALES
_____

Attest:

_____
(Secretary, if a corporation)

Town of Huntersville

_____
Town Manager

Attest: _____
Town Clerk

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

_____
Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

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

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

15. **License Requirement**. If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance**. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment**. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions**. The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties**. The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town for the Goods outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Goods and shall run to the Town and any user of the Goods. 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 Goods delivered shall be to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Goods 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, Goods 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 Goods and any expenses incurred in connection therewith.
22. **Termination for Convenience**. The Town shall have the right, without assigning any reason therefore, to terminate 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 Goods 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 Goods**. In order for a Contract 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 contract[1].
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)

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 – GOODS

Provided goods listed below as per *Attachment 1*.

ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	EXT. PRICE
Schedule 1: Transformer					
TRANFORMER (REMAN)	75 kVA 1-PH Padmount Transformer	1	ea.	6,250.00	6,250.00
TRANFORMER (NEW)	100 kVA 1-PH Padmount Transformer	13	ea.	7,123.20	92,601.60
TRANFORMER (NEW)	167 kVA 1-PH Padmount Transformer	5	ea.	18,575.00	92,875.00
TRANFORMER PAD	42x42x15 pad	19	ea.	977.64	18,575.16
Schedule 2: URD Cable					
URD-CONVERSE	URD AL 1350 Series 2/0-2/0-1 Converse Triplex	1000	per 1,000	2,133.33	2,133.33
URD-SLIPPERY ROCK	URD AL 350-350-350-4/0 Slippery Rock	4000	per 1,000	7,333.33	29,333.32
URD-ERSKINE	URD AL 6-6-6 Erskine Triplex	6000	per 1,000	789.00	4,734.00
1/0 PRIMARY	1/0 Primary	5000	per 1,000	6,121.95	30,609.75
Schedule 3: Conduit					
PIPE PVC400	PVC, 4" x 10', Schedule 40	3000	per 100	400.00	12,000.00
PIPE PVC300	PVC, 3" x 10', Schedule 40	2000	per 100	300.00	6,000.00
PIPE PVC100	PVC, 1" x 10', Schedule 40	1000	per 100	100.00	1,000.00
EL9044	PVC, 4" 90° Elbow, Plain End, Schedule 40	148	per 100	2,675.28	3,959.41
EL9041	PVC, 1" 90° Elbow, Plain End, Schedule 40	20	per 100	273.51	54.70
Schedule 4: Miscellaneous					
DANGER TAPE	3" x 1,000' Red Danger Tape	5	ea.	22.00	110.00
SOUTHERN Z588N	5/8" Galvanized Steel Ground Rod 8'	25	ea.	16.00	400.00
F4P GRC-58	5/8" Ground Rod Clamp	25	per 100	176.30	44.08

GOODS TOTAL: $ 300,680.35

EXHIBIT D – FEE SCHEDULE

Not to exceed amount: $300,680.35 due upon receipt of goods, packing slips, and executed invoice.

CITY ELECTRIC SUPPLY	Aug 18, 2026
Company Name	Date
HARRISON HUIE	OUTSIDE SALES
Print Name	Title

HARRISON HUIE
HARRISON HUIE (Aug 18, 2026 10:32:49 EDT)

Signature

Attachment 1

C.E.S. (Huntersville)
103 CENTER LN, Huntersville, NC,
28078.

Phone: 704-274-1695
Fax: 704-992-8185
Email: Huntersville0675@cityelectricsupply.com

QUOTATION

HNT/019483

Valid From: 12 Aug 2026
Valid Until: 11 Sep 2026

TOWN OF HUNTERSVILLE ELECTRIC
14704 N OLD STATESVILLE RD
HUNTERSVILLE
NC
28078
Phone: 7048756541

Entered by: Harrison Huie
Sales Rep: Harrison Huie

Account No.: 06750279001
Order Number: BRYTON BROADSTONE

Qty	Item	Description	$ Price Per		$ Goods
	SCH. 1 TRANSFORMERS				
1	REMANUFACTURED 75 KVA 1-PH PADMOUNT TRANSFORMER	Remanufactured 75 kVA 1-Ph Padmount Tra	6250.00	1	6250.00
13	NEW 100 KVA 1-PH PADMOUNT TRANSFORMER	New 100 kVA 1-Ph Padmount Transformer	7123.20	1	92601.60
5	167 KVA 1-PH PAD MOUNT	167 KVA 1-PH Pad Mount	18575.00	1	92875.00
19	42X42X15 PAD	42X42X15 PAD	977.64	1	18575.16
	SCH. 2 URD CABLE				
1000	URD-CONVERSE	URD AL 1350 SERIES 2/0-2/0-1 CONVERSE	2133.33	M	2133.33
4000	URD-SLIPPERY ROCK	350-350-350-4/0 URD AL	7333.33	M	29333.32
6000	URD-ERSKINE	URD ERSKINE 6-6-6	789.00	M	4734.00
5000	1/0 PRIMARY	1/0 PRIMARY	6121.95	1000	30609.75
	SCH. 3 CONDUIT				
3000	PIPE PVC400	4" PVC SCH40	400.00	C	12000.00

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.
Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.
Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer return goods policy.
E&OE

C.E.S. (Huntersville)
103 CENTER LN, Huntersville, NC,
28078.

Phone: 704-274-1695
Fax: 704-992-8185
Email: Huntersville0675@cityelectricsupply.com

QUOTATION

HNT/019483

Valid From: 12 Aug 2026
Valid Until: 11 Sep 2026

TOWN OF HUNTERSVILLE ELECTRIC
14704 N OLD STATESVILLE RD
HUNTERSVILLE
NC
28078
Phone: 7048756541

Entered by: Harrison Huie
Sales Rep: Harrison Huie

Account No.: 06750279001
Order Number: BRYTON BROADSTONE

Qty	Item	Description	$ Price Per	$ Goods
148	EL9044	4" 90 SCH40 PE ELBOW 078549	2675.28 C	3959.41
2000	PIPE PVC300	3" PVC SCH40	300.00 C	6000.00
1000	PIPE PVC100	1" PVC SCH40	100.00 C	1000.00
20	EL9041	(078542) 1" 90 SCH40 PE ELBOW	273.51 C	54.70
	SCH. 4 MISC			
5	DANGER TAPE	3"X1000FT RED DANGER TAPE	22.00 E	110.00
25	SOUTHERN Z588N	GALV 5/8 X 8 NOMINAL GRND ROD	16.00 E	400.00
25	F4P GRC-58	5/8" GRND ROD CLAMP	176.30 C	44.08

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Harrison Huie

(QUOTE ONLY. NOT A RECEIPT)

Goods Total:	$300680.35
Tax Total:	$24806.13
Total:	$325486.48

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.
Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.
Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer return goods policy.
E&OE

CES - Bryton Broadstone Contract

Final Audit Report 2026-08-18

Created:	2026-08-18
By:	Kristin Boatright (kboatright@huntersville.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5KDnEhjSN9XfucuTJQdzAJrNHDSoPNnx

"CES - Bryton Broadstone Contract" History

Document created by Kristin Boatright (kboatright@huntersville.org)
2026-08-18 - 2:20:27 PM GMT

Document emailed to harrison.huie@cityelectricsupply.com for signature
2026-08-18 - 2:23:55 PM GMT

Email viewed by harrison.huie@cityelectricsupply.com
2026-08-18 - 2:24:03 PM GMT

Signer harrison.huie@cityelectricsupply.com entered name at signing as HARRISON HUIE
2026-08-18 - 2:32:47 PM GMT

Document e-signed by HARRISON HUIE (harrison.huie@cityelectricsupply.com)
Signature Date: 2026-08-18 - 2:32:49 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-08-18 - 2:32:49 PM GMT

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: 2027 Townwide Resurfacing Contract

Explain Request:

The Town's Public Works Department received bids for the 2027 Town Wide Resurfacing contract on August 4, 2026 at 2:00 p.m. and received four bids. The Public Works Department wishes to engage with Blythe Construction, Inc. for the completion of this project as they were the lowest responsive, responsible bidder.

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

Powell Bill Funds.

Attachments:

1. 2027 Resurfacing Contract - Blythe Construction

BID OPENING - ROSTER

DATE: August 4th, 2026

Project: **Town of Huntersville-2027 Town Wide Resurfacing Project**

Name	Company / Address	Phone	Email
Jerry Clark	Wilkerson BLVD		Thomas.clark@blytheconstruction.com
MITCH HURST	BLYTHE CONSTRUCTION INC	980-384-6109	MITCH.HURST@BLYTHECONSTRUCTION.COM
Corey Moore	Blythe Brothers Asphalt	980-535-2439	cmoore@blythe.us
Garrett Long	Ferebee Asphalt	980-515-4970	galong@Ferebee.com
Alex Sullivan	NJR Group, Inc	980-581-8105	ASULLIVAN@NJRGROUPINC.COM
Dillon Norton	TOH	704-464-5396	dnorton@huntersville.org
Cecil Talbot	TOH		ctalbot@huntersville.org

BID OPENING - ROSTER

DATE: August 4th, 2026

Project: **Town of Huntersville-2027 Town Wide Resurfacing Project**

Name	Company / Address	Phone	Email
Eian Fowler	TOH		efowler@huntersville.org
Mark Taylor	Toh		mtaylore huntersville. org
Chris Eudy	TOH		ceudy ↓

Town of Huntersville
NORTH CAROLINA

SEALED BID OPENING LOG SHEET

Project: Town of Huntersville – 2027 Street Resurfacing

Project Manager: Mark Taylor – Town of Huntersville

Kevin Fox – Director of Public Works

Date: August 4th, 2026

Time: 2:00 PM

Bidder	Contract Signed	Bid Bond	Itemized Proposal	Total Bid Amount
1. NJR Group	√	√	√	$5,601,804.50
2. Blythe Construction	√	√	√	$4,488,920.50
3. Ferebee	√	√	√	$5,153,830.75
4. Blythe Brothers	√	√	√	$5,193,596.00
5.				
6.				
7.				
8.				

Exhibit C - Itemized Proposal				2027 Town of Huntersville Resurfacing Project Bid Tab							
Base Bid				Blythe Construction		Blythe Brothers Asphalt		Ferebee		NJR Group	
Item No. Line No.	Section No.	Description	Qty & Units	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid
1	800	Mobilization	Lump Sum	$156,500.00	$156,500.00	$573,100.00	$573,100.00	$245,800.00	$245,800.00	$300,000.00	$300,000.00
2	SP	Incidental Stone Base (Shoulder Const)	10 Tons	$150.00	$1,500.00	$110.00	$1,100.00	$50.00	$500.00	$60.00	$600.00
3	645	Asphalt Concrete Surface Course, Type S9.5C	16,332 Tons	$69.00	$1,126,908.00	$82.00	$1,339,224.00	$78.50	$1,282,062.00	$102.00	$1,665,864.00
4	620	Asphalt Binder for Plant Mix Grade PG 64-22	1,480 Tons	$825.00	$1,221,000.00	$767.00	$1,135,160.00	$807.50	$1,195,100.00	$825.00	$1,221,000.00
5	607	Mill Asphalt to 2" Depth	144,255 Sq. Yds	$3.50	$504,892.50	$3.20	$461,616.00	$5.05	$728,487.75	$4.10	$591,445.50
6	SP	Patching Existing Pavement	3,725 Tons	$115.00	$428,375.00	$138.00	$514,050.00	$135.00	$502,875.00	$120.00	$447,000.00
7	SP	Leveling (S9.5C)	8,325	$69.00	$574,425.00	$102.00	$849,150.00	$81.20	$675,990.00	$106.00	$882,450.00
8	SP	Adjustment of Manholes	6 Each	$1,450.00	$8,700.00	$170.00	$1,020.00	$565.00	$3,390.00	$1,500.00	$9,000.00
9	SP	Adjustment of Catch Basins	2 Each	$1,600.00	$3,200.00	$1,500.00	$3,000.00	$3,689.00	$7,378.00	$4,000.00	$8,000.00
10	SP	Adjustment of Water Valves	6 Each	$850.00	$5,100.00	$75.00	$450.00	$565.00	$3,390.00	$1,500.00	$9,000.00
11	848	Remove and replace wheelchair accessible curb ramp	71 Each	$3,600.00	$255,600.00	$1,900.00	$134,900.00	$3,436.00	$243,956.00	$4,000.00	$284,000.00
12	848	Install Bolt On Truncated Dome on Existing Curb Ramp	2 Each	$1,200.00	$2,400.00	$700.00	$1,400.00	$1,566.50	$3,133.00	$1,500.00	$3,000.00
13	846	30" Concrete Curb and Gutter	710 LF	$65.00	$46,150.00	$62.00	$44,020.00	$137.50	$97,625.00	$65.00	$46,150.00
14	848	6' Concrete sidewalk	710 LF	$110.00	$78,100.00	$67.00	$47,570.00	$116.50	$82,715.00	$74.00	$52,540.00
15	1205	Thermoplastic 24" White Stop Bar	132 LF	$30.00	$3,960.00	$13.00	$1,716.00	$12.00	$1,584.00	$35.00	$4,620.00
16	1205	Thermoplastic Symbols	5 Each	$300.00	$1,500.00	$155.00	$775.00	$150.00	$750.00	$400.00	$2,000.00
17	1205	Thermoplastic 4" Yellow	2,200 LF	$2.00	$4,400.00	$2.00	$4,400.00	$2.00	$4,400.00	$3.50	$7,700.00
18	1205	Thermoplastic 4" White	1,130 LF	$2.00	$2,260.00	$2.00	$2,260.00	$2.00	$2,260.00	$3.50	$3,955.00
19	1205	Thermoplastic 8" Yellow	10 LF	$15.00	$150.00	$4.00	$40.00	$4.00	$40.00	$7.00	$70.00
20	1205	Thermoplastic 8" White	130 LF	$10.00	$1,300.00	$4.00	$520.00	$4.00	$520.00	$7.00	$910.00
21	560	Shoulder Reconstruction (Pit Gravel)	31,250 LF	$2.00	$62,500.00	$2.50	$78,125.00	$2.30	$71,875.00	$2.00	$62,500.00
				Subtotal		Subtotal =		Subtotal =		Subtotal =	
				$4,488,920.50		$5,193,596.00		$5,153,830.75		$5,601,804.50	

REQUEST FOR FORMAL, COMPETITIVE BIDS

The Town of Huntersville will receive formal bids for the 2027 Resurfacing Project until 2:00pm on Tuesday, August 4th, 2026 at the Huntersville Town Center, 14704 North Old Statesville Road, 1st floor Conference Room 174, Huntersville, NC 28070. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The bid opening and evaluation shall be open to the public. Notification of the apparent low bidder will be emailed to all bidders.

Bid documents are available from the Town to be viewed in person, by appointment only. Contact Kevin Fox at kfox@huntersville.org or visit www.huntersville.org/251/Bid-Proposals to schedule an appointment. The Town of Huntersville is committed to providing opportunities for small and disadvantaged businesses. The Town encourages bids from Historically Underutilized Businesses (HUB).

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

Mark Taylor, PE
Town Construction Engineer
Town of Huntersville

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Town of Huntersville
NORTH CAROLINA

REQUEST FOR BIDS ("RFB")

PROJECT:	2027 Street Resurfacing
LOCATION OF THE WORK:	Town Wide
TYPE OF WORK:	Asphalt millings, patching, and asphalt paving along with curb ramp replacement and repair
BIDS MUST BE RECEIVED BY:	Tuesday, August 4th, 2026, by 2:00 p.m.
PHYSICAL ADDRESS FOR BID SUBMISSION:	Huntersville Public Works Huntersville Town Center 14704 North Old Statesville Rd (1st Floor), Room #174 Huntersville, NC 28078 Attn: Mark Taylor, P.E.
MAILING ADDRESS FOR BID SUBMISSION:	Huntersville Public Works PO BOX 664; Huntersville, NC 28078 Attn: Mark Taylor, P.E.
DATE OF AVAILABILITY & COMPLETION:	September 2nd, 2026 to June 15th, 2027

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

Blythe Construction, Inc
NAME OF BIDDER

7639
N.C. CONTRACTOR'S LICENSE NUMBER

2911 N. Graham St Charlotte, NC, 28206
ADDRESS OF BIDDER

SIGNATURE OF BIDDER

2027 Street Resurfacing

1.0 INSTRUCTIONS TO BIDDERS

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

The Project being placed out for bid by the Town of Huntersville is the 2027 Street Resurfacing Project shown on Exhibit A and B to this Contract Proposal. By submitting a bid, the Bidder agrees to provide the labor, services, equipment, and materials needed to complete the Project. All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

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

1.2 The bid form furnished by the Town of Huntersville with the RFB shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE BID! Again, all papers bound with the bid from are necessary parts thereof and shall not be detached, taken apart or altered. The bid form includes the printed contract forms and signature sheets for execution by both parties to the contract.**

1.3 Bids must be submitted in paper form. Electronic bids are NOT permitted.

1.4 BIDDERS MUST INCLUDE SALES TAXES, IF ANY IS EXPECTED TO BE PAID IN PERFORMANCE OF THE WORK, IN UNIT PRICING.

1.5 All bids must be submitted in a sealed envelope. The sealed envelope must contain, in addition to the fully completed executed Contract (including all attachments), the required bid security (bid bond attached to the Contract Proposal, cash, a certified check, or a cashier's check in an amount not less than 5% of the total bid).

1.6 If the Bidder submits a bid bond as the bid security, the form attached to the RFB shall be used. Electronic bid bonds shall NOT be permitted.

1.7 All entries on the bid form, including signatures, shall be written in ink.

1.8 The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places*****

1.9 An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.

1.10 The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.

1.11 Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.

1.12 The bid shall be properly executed. All bids shall show the following information:

a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.

b. Name of individual or representative submitting bid and position or title.

c. Name, signature, and position or title of witness.

d. Federal Identification Number

e. Contractor's License Number (If available)

1.13 Bids submitted by corporations shall bear the seal of the corporation.

1.14 The bid shall not contain any unauthorized additions, deletions, or conditional bids.

1.15 The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

1.16 Withdrawal of bids shall be governed by N.C.G.S. § 143-129.1.

1.17 The successful bidder will be required to sign the Contract within ten (10) consecutive days of the award, or otherwise forfeit their bid deposit.

1.18 All bids must be submitted as a Two-Envelope Bidding Procedure. In this procedure the first sealed envelope contains the complete proposal package, addressed "2027 Street Resurfacing - Bid, DO NOT OPEN until bid date" and the second sealed envelope contains the completed bid bond, addressed "2027 Street Resurfacing - Bid Bond, DO NOT OPEN until bid date". Both these sealed envelopes are enclosed together in an outer single envelope, addressed:

"QUOTATION FOR – Town of Huntersville 2027 Street Resurfacing Project Bid Proposal TO BE OPENED AT 2:00 PM ON TUESDAY, August 4th, 2026"

1.19 The bids will be publicly opened and read aloud in accordance with applicable law on Tuesday August 4th, 2026 at 2:00 p.m., in Conference Room Number 174, of Huntersville Town Center, located at 14704 North Old Statesville Road Suite 174 (1st floor), Huntersville, NC 28078. The bidder assumes all responsibility for making sure that their bid is received by the Town on or before the bid opening date and time, regardless of whether the bid is submitted in person, or by mail. If the bid is delivered by mail, the sealed envelope containing both the bid and the required bid security shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

TOWN OF HUNTERSVILLE
Attn: Mark Taylor, P.E.
P.O. Box 664
Huntersville, NC 28078

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

2.0 PROJECT SPECIAL PROVISIONS – GENERAL

The Project being placed out for bid by the Town of Huntersville is the 2027 Street Resurfacing Project as shown on Exhibit A and B to the RFB. The Contractor agrees to provide the labor, services, equipment, and materials needed to complete the Project. The Project will be performed in accordance with the North Carolina Department of Transportation 2024 Standard Specifications for Roads and Structures, including but not limited to Division 6, Asphalt Pavements, as modified in the Project Special Provisions – Roadway, contained in this Contract Proposal.

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

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

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

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

Submission of a bid shall be deemed a certification by the Contractor that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducement from any other supplier, manufacturer or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any

payment, loan, subscription, deposit of moneys, services or anything of more than normal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of quotations. The Town of Huntersville may, at its discretion, increase or decrease the quantity or any item or portion of the work for any reason.

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

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

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

101-1 GENERAL

101-2 ABBREVIATIONS

101-3 DEFINITIONS

102-1 INVITATION TO BID

102-5 INTERPRETATION OF QUANTITIES IN PROPOSAL

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

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

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

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

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

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

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

103-1 CONSIDERATION OF BIDS

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

103-5 CANCELLATION OF AWARD

103-6 RETURN OF BID BOND OR BID DEPOSIT

103-7 CONTRACT BONDS

103-8 EXECUTION OF CONTRACT

103-9 FAILURE TO FURNISH CONTRACT BONDS

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

104-1 INTENT OF CONTRACT

104-2 SUPPLEMENTAL AGREEMENTS

104-3 ALTERATIONS OF PLANS OR DETAILS OR CONSTRUCTION

104-4 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

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

104-6 ELIMINATED CONTRACT ITEMS

104-7 EXTRA WORK

104-9 DISPOSITION OF SURPLUS PROPERTY

104-10 MAINTENANCE OF THE PROJECT

104-11 FINAL CLEANING UP

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

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

105-2 PLANS AND WORKING DRAWINGS

105-3 CONFORMITY WITH PLANS AND SPECIFICATIONS

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

105-5 COOPERATION BY CONTRACTOR

105-7 COOPERATION BETWEEN CONTRACTORS

105-8 COOPERATION WITH UTILITY OWNERS

105-9 CONSTRUCTION STAKES, LINES AND GRADES

105-10 AUTHORITY AND DUTIES OF THE INSPECTOR

105-11 INSPECTION OF THE WORK

105-12 UNAUTHORIZED WORK

105-13 LIMITATIONS OF OPERATIONS

105-14 NIGHT WORK

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

105-17 INSPECTION AND ACCEPTANCE

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

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

106-2 SAMPLES, TESTS AND CITED SPECIFICATIONS

106-3 CONTRACTOR FURNISHED CERTIFICATION

106-4 DELIVERY AND HANDLING OF MATERIALS

106-5 STORAGE OF MATERIALS

106-6 INSPECTION AT SOURCE

106-7 SCALES AND PUBLIC WEIGHMASTER

106-8 DEPARTMENT FURNISHED MATERIAL

106-9 DEFECTIVE MATERIAL

106-10 DENSITY DETERMINATION BY NUCLEAR METHODS.

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

107-1 LAWS TO BE OBSERVED

107-3 PERMITS AND LICENSES

107-4 PATENTED DEVICES, MATERIALS AND PROCESSES

107-5 ENCROACHMENT ON RIGHT-OF-WAY

107-7 SANITARY PROVISIONS

107-8 PUBLIC CONVENIENCE AND SAFETY

107-9 COORDINATION WITH RAILWAY

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

107-11 PROTECTION AND RESTORATION OF PROPERTY

107-12 CONTROL OF EROSION, SILATATION AND POLLUTION

107-13 PROTECTION OF PUBLIC LANDS

107-14 RESPONSIBILITY FOR DAMAGE CLAIMS

107-16 OPENING SECTION OF PROJECT TO TRAFFIC

107-17 CONTRACTOR'S RESPONSIBILITY FOR WORK

107-18 FURNISHING RIGHT OF WAY

107-19 PERSONAL LIABILITY OF PUBLIC OFFICIALS

107-20 WAIVER OF LEGAL RIGHTS BY THE DEPARTMENT

107-21 SAFETY AND ACCIDENT PROTECTION

107-22 WAGES AND CONDITIONS OF EMPLOYMENT

107-23 LIABILITY TO THIRD PARTIES

107-25 HAZARDOUS, CONTAMINATED AND TOXIC MATERIAL

107-26 FINES AND LEVIES AGAINST THE DEPARTMENT

SECTION 108 PROSECUTION AND PROGRESS, INCLUDING ONLY THE FOLLOWING:

108-1 GENERAL

108-2 PROGRESS SCHEDULE

108-3 PRECONSTRUCTION CONFERENCE

108-4 CONSTRUCTION CONFERENCES

108-5 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

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

108-7 TEMPORARY SUSPENSION OF THE WORK

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

108-9 DEFAULT OF CONTRACT

108-10 CONTRACT TIME AND INTERMEDIATE CONTRACT TIME.

108-11 LIQUIDATED DAMAGES

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

108-13 TERMINATION OF CONTRACT

103-14 TERMINATION FO CONTRACTOR'S RESPONSIBILITY

SECTION 109 MEASUREMENT AND PAYMENT, INCLUDING ONLY THE FOLLOWING:

109-1 MEASUREMENT OF QUANTITIES

109-2 SCOPE OF PAYMENT

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

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

109-6 PAYMENT FOR LEFTOVER MATERIALS

109-7 COMPENSATION PAID AT CONTRACT PRICES

109-8 FUEL PRICE ADJUSTMENTS

109-9 FINAL PAYMENT

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

109-11 INTEREST ON FINAL PAYMENT

SECTION 150 MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

2.0.1 Definitions

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

2.0.2 Other Definitions

"Contract" The Contract shall consist of the following documents:

The Invitation to Bid, including any and all Addenda.
The Bid Bond
The RFB, including all third-party documents referenced in the RFB, attachments to the RFB, and all Addenda.
The Town Standard Construction Services Contract, attached hereto as Exhibit D.
The Bidding documents submitted by the successful bidder.
The Payment and Performance Bonds

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

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

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

"Project" The Project is the 2024 Street Resurfacing Project shown on Exhibits A.

2.1 AUTHORITY OF THE ENGINEER

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

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

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

2.2 CONTRACTOR QUALIFICATION

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

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

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

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

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

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

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

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

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

Holiday and Holiday Weekend Lane Closure Restrictions

- For unexpected occurrence that creates unusually high traffic volumes, as directed by the Engineer.
- For New Year's Day, between the hours of 6:00 A.M. December 31st and 9:00 A.M. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 A.M. the following Tuesday.

- For Easter, between the hours of 4:00 P.M. Thursday and 9:00 A.M. Monday.
- For Memorial Day, between the hours of 4:00 P.M. Friday and 9:00 A.M. Tuesday.
- For Independence Day, between the hours of 6:00 A.M. the day before Independence Day and 9:00 A.M. the day after Independence Day. If Independence Day is on a Friday, Saturday, Sunday, or Monday, then between the hours of 6:00 A.M. the Thursday before Independence Day and 9:00 A.M. the Tuesday after Independence Day.
- For Labor Day, between the hours of 4:00 P.M. Friday and 9:00 A.M. Tuesday.
- For Thanksgiving Day, between the hours of 6:00 A.M. Tuesday and 9:00 A.M. Monday.
- For Christmas, between the hours of 4:00 P.M. the Friday before the week of Christmas Day and 9:00 A.M. the following Tuesday after the week of Christmas Day.

2.7 MATERIALS AND TESTING

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

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

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

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

2.8 BASIS OF PAYMENTS, CLAIMS, AND RETAINAGE

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery and tools, materials necessary for the prosecution and completion of the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project.

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

2.9 TAXES AND LICENSES

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

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

2.10 UTILITY CONFLICTS

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

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

The contract will include Waste Connection's daily routes. This will be for information and possible scheduling purposes.

2.11 SUPERVISION BY CONTRACTOR

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

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

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

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

2.12 PAYMENT AND PERFORMANCE BONDS

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

Payment Bonds

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

Performance Bonds

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

2.13 NOTIFICATION OF OPERATIONS

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

2.14 PERSONAL PROTECTIVE EQUIPMENT (PPE)

All Contractors and contractors' personnel, all subcontractors and their personnel, and any material supplies and their personnel must wear an OSHA Approved reflective vest or outer garment at all times while on the project. Failure to wear the proper equipment will result in immediate removal of said person from the job site.

2.15 INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance, as required by the Town Standard Contract, attached hereto as **Exhibit D2**.

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

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

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

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

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

3.0 PROJECT SPECIAL PROVISIONS – ROADWAY

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

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

3.1 CONTRACT TIME AND LIQUIDATED DAMAGES
The completion date for this project is June 15th, 2027. No extensions will be authorized except as authorized by Article 108-10 of the 2024 Standard Specifications for Roads and Structures. Contractor and the Town agree that the Contractor's failure to perform in compliance with the Agreement will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Contractor agree that the following amounts are reasonable estimates of the Town's damages, and thus constitute liquidated damages, and not penalties, for the Contractor's breach of this Agreement. If the Contractor fails to perform in accordance with this agreement, the Town may deduct the following amounts from any sum that otherwise would be payable to the Contractor under this Agreement. Liquidated damages for this contract for failure to complete the Project by the completion date are five hundred dollars ($500.00) per calendar day. The liquidated damages provided by this Section 3.1 are separate and apart from the liquidated damages specified for unauthorized mid-Project suspensions by the Contractor as described in Section 3.2 below.

3.2 PROSECUTION OF WORK

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

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

The Contractor and the Town agree that the Contractor's failure to perform in compliance with the RFB and Contract will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Contractor agree that the following amounts are reasonable estimates of the Town's damages, and thus constitute liquidated damages, and not penalties, for the Contractor's breach. If the Contractor fails to perform in accordance with the RFB and Contract, the Town may deduct the following amounts from any sum that otherwise would be payable to the Contractor under the Contact. In the event that the Contractor's operations are suspended mid-Project in violation of the above provisions, the sum of one thousand dollars ($1,000.00) will be charged to the contractor as liquidated damages for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work by the completion date.

3.4 PROMPT PAYMENT

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

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

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

3.5 DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. Contractor shall provide access to mail and trash services to existing properties. The Contractor shall also ensure contractors at all levels, including prime, subcontractor, or second tier subcontractor follow this section 3.4.

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

3.6 DENSITY TEST

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

3.7 PATCHING EXISTING PAVEMENT

Note: ALL maps will require milling to a depth of 0-4" over the entire area. Additional Patching may be required in areas of unstable subgrade as directed by the Engineer.

Description

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing. Patch the areas that, in the opinion of the Engineer, need repairing. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs.

Construction Methods

Patching repairs of existing pavement shall include but not be limited to cutting of the existing pavement to a neat vertical joint and uniform line; the removal and disposal of pavement, base, and subgrade material as approved or directed by the Engineer; the coating of the area to be repaired with a tack coat; and the replacement of the material with asphalt concrete material.

Place Asphalt Concrete Base Course, ACIC Type B25.0B, or ACIC Type I19.0B, in lifts not exceeding 4 inches in depth, or as directed by the Engineer. Utilize compaction equipment suitable for compacting patches as small as 3.5 feet by 6 feet on each lift. Use an approved compaction pattern to achieve proper compaction. If patched pavement is to be open to traffic for more than forty-eight (48) hours prior to overlay, use Asphalt Surface Course, Type S9.5C in the top 1.5 inches of the patch.

Schedule operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal and all lanes of traffic restored.

Measurement and Payment

Patching Existing Pavement will be measured and paid for as the actual number of tons of asphalt plant mix complete in place that has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. The above price and payment will be full compensation for all work covered by this provision, including but not limited to removal and disposal of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; and furnishing scales. Furnishing asphalt binder will be paid as provided in Article 620-4 for Asphalt Binder for Plant Mix for each grade required.

Patching Existing Pavement will be considered a minor item. In the event that the item of Patching Existing Pavement overruns the original bid quantity by more than 100 percent, the provisions of Article 104-5 of the Standard Specifications pertaining to revised contract unit price for overrunning minor items will not apply to this item. Any provisions included in the contract that provides for adjustments in compensation due to variations in the price of asphalt binder will not be applicable to payment for the work covered by this provision.

Payment will be made under:

Pay Item	**Pay Unit**
Patching Existing Pavement	Ton
Mill Existing Pavement to 0" – 4" inch depth	Sq. Yds.

3.8 PRICE ADJUSTMENT – ASPHALT BINDER

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

The base price index for asphalt binder is $ 765.63 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals as of July 1, 2026.

3.9 ADJUSTMENT OF MANHOLES, METER BOXES AND VALVE BOXES

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

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

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

Basis of Payment

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

3.10 THERMOPLASTIC PAINTED PAVEMENT MARKINGS

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

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

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

3.11 EXISTING ASPHALT ROAD HUMPS

The Contractor's attention is directed to the fact that there may be existing asphalt road humps on this project.

The Contractor shall pave up to the existing road humps, move to the other side and continue the operation. The existing road humps will not be resurfaced.

3.12 SURFACE PREPARATION

The work covered by this provision consists of the cleaning and preparation of all surface areas to which asphalt maintenance items are to be performed. All dirt, grass, and other debris shall be removed prior to performing asphalt pavement maintenance and shall be disposed of by the Contractor. This item is to include proper clipping of dirt, grass and other debris that may be accumulated along the shoulder of each map that includes ditch type sections.

3.12.1 Basis of Payment

There will be no direct payment for the work covered by this section as payment at the contract unit prices for the various asphalt pavement maintenance items will be full compensation for all work covered by this section.

3.13 RESTORATION

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

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

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

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

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

3.13.1 Basis of Payment

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

3.14 INCIDENTAL STONE BASE

Place incidental stone base on driveways, mailboxes, etc. immediately after paving and do not have the paving operations exceed stone base placement by more than one week without written permission of the Engineer.

3.14.1 Materials and Construction

Provide and place incidental stone base in accordance with Section 545 of the 2024 Standard Specifications for Roads and Structures.

3.14.2 Measurement and Payment

Incidental Stone Base will be measured and paid in accordance with Article 545-6 of the 2024 Standard Specifications for Roads and Structures.

3.15 TRAFFIC CONTROL AND WORK ZONE SAFETY

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

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

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

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

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

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

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

On partial or "wheel-track" milling of two-way, two-lane facilities, The Contractor shall mill and pave back by the end of each work day. On partial or "wheel-track" milling of multi-lane facilities, the Contractor shall mill and pave back by the end of each work day or leave the lane being milled closed and pave back within seventy-two (72) hours.

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

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

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

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

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

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

3.15.1 Basis of Payment

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

3.16 ADA Wheelchair Concrete Ramps

Scope of Services. The Contractor agrees to update/ install ADA concrete wheelchair ramps in accordance with the current state and federal guidelines. These locations are listed in Exhibit B to C.

The Contractor agrees to provide the labor, services, equipment, and materials needed to upgrade/ install concrete wheelchair ramps at various Huntersville sites herein (the "Property"). Detailed particulars are in separate Exhibits B to C, which is incorporated herein by reference. Such labor, services, equipment, and materials shall constitute the "Work."

3.17 CITIZEN NOTIFICATION

The Contractor shall assist the Town in the notification of the local property owners along the identified roadway sections in advance of any roadway modification. This includes, yet not limited to, advance yard signs, mailings, mailbox flyers, changeable message boards, park car notification, and web exposure. The initial notification per each roadway section shall be no less than 7 days prior to any work starting.

4.0 EXECUTION OF CONTRACT PROPOSAL

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

This Contract for 2027 Street Resurfacing Project, and all attachments, (collectively this "Contract") is by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Blythe Construction, Inc, (the "Contractor") with address

2911 N. Graham
Charlotte NC, 28206

Contractor's Federal Social Security ID No.: 56-6032862

Contractor's License No.:
7639

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

Contractor

Name: Blythe Construction, Inc
Name of Contractor (type or print)

By: _____
(Signature) Shane Clark

Title: Vice President

Attest: _____
(Assistant Secretary, if a corporation)
Kathryn Black

Town of Huntersville

_____
Town Manager

Attest:

_____
Town Clerk

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

_____

EXHIBIT A – PLANS

2027 Resurfacing Huntersville, NC

* Revised 7/2/2026

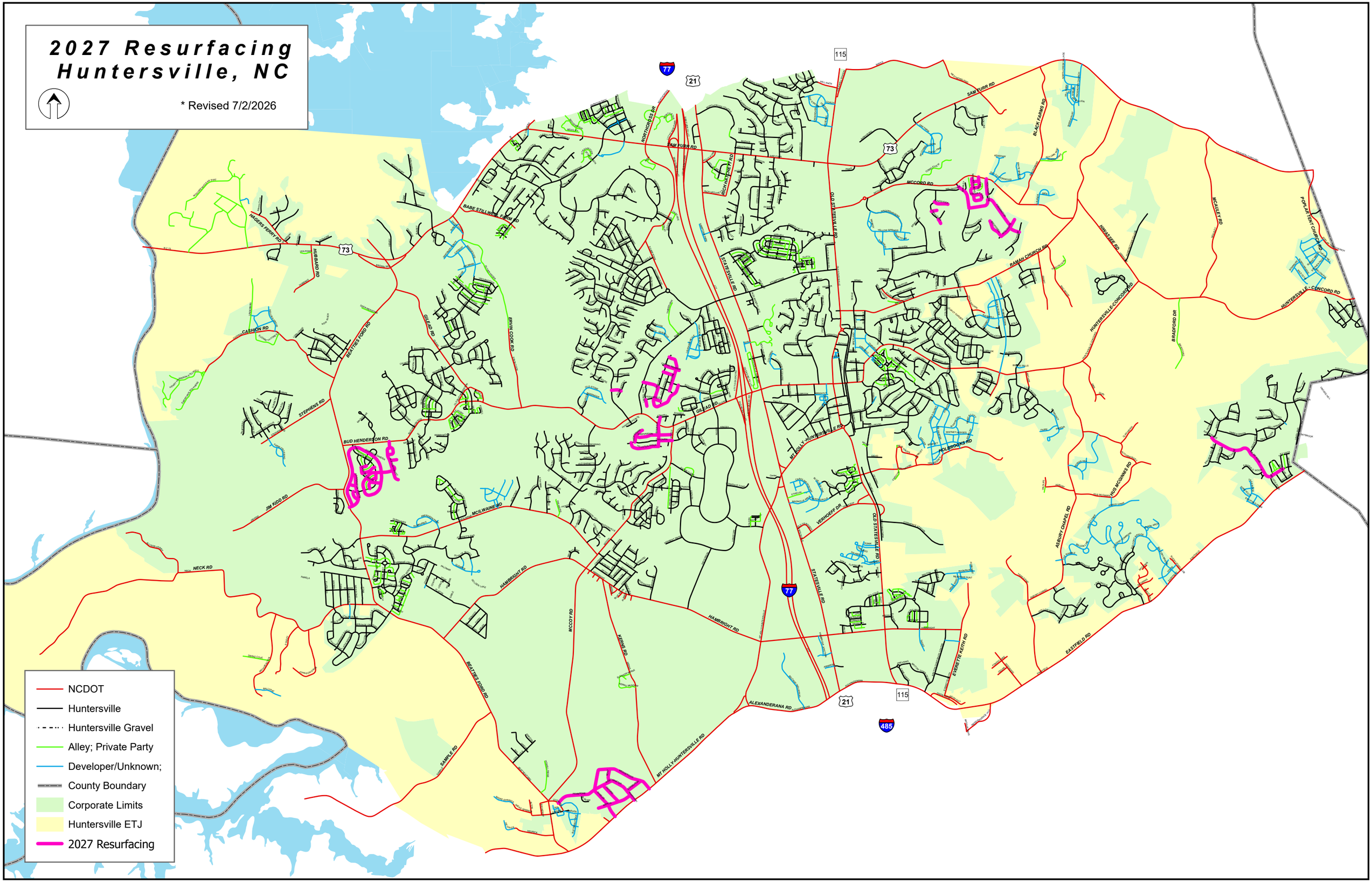


EXHIBIT B – SUMMARY OF QUANTITIES

Item No.		Description	Qty & Units
Line No.	Section No.		
1	800	Mobilization	Lump Sum
2	SP	Incidental Stone Base (Shoulder Const)	10 Tons
3	645	Asphalt Concrete Surface Course, Type S9.5C	16,332 Tons
4	620	Asphalt Binder for Plant Mix Grade PG 64-22	1,480 Tons
5	607	Mill Asphalt to 0-4" Depth	144,255 Sq. Yds
6	SP	Patching Existing Pavement	3,725 Tons
7	SP	Leveling (S9.5C)	8,325
8	SP	Adjustment of Manholes	6 Each
9	SP	Adjustment of Catch Basins	2 Each
10	SP	Adjustment of Water Valves	6 Each
11	848	Remove and replace wheelchair accessible curb ramp	71 Each
12	848	Install Bolt On Truncated Dome on Existing Curb Ramp	2 Each
13	846	30" Concrete Curb and Gutter	710 LF
14	848	6' Concrete sidewalk	710 LF
15	1205	Thermoplastic 24" White Stop Bar	132 LF
16	1205	Thermoplastic Symbols	5 Each
17	1205	Thermoplastic 4" Yellow	2,200 LF
18	1205	Thermoplastic 4" White	1,130 LF
19	1205	Thermoplastic 8" Yellow	10 LF
20	1205	Thermoplastic 8" White	130 LF
21	560	Shoulder Reconstruction (Pit Gravel)	31,250 LF

EXHIBIT C - ITEMIZED PROPOSAL

Exhibit C - Itemized Proposal				2027 Resurfacing Project	
Base Bid					
Item No. Line No.	Item No. Section No.	Description	Qty & Units	Unit Bid Price	Amount Bid
1	800	Mobilization	Lump Sum	$ 156,500.00	$ 156,500.00
2	SP	Incidental Stone Base (Shoulder Const)	10 Tons	$ 150.00	$ 1,500.00
3	645	Asphalt Concrete Surface Course, Type S9.5C	16,332 Tons	$ 69.00	$ 1,126,908.00
4	620	Asphalt Binder for Plant Mix Grade PG 64-22	1,480 Tons	$ 825.00	$ 1,221,000.00
5	607	Mill Asphalt to 0-4" Depth	144,255 Sq. Yds	$ 3.50	$ 504,892.50
6	SP	Patching Existing Pavement	3,725 Tons	$ 115.00	$ 428,375.00
7	SP	Leveling (S9.5C)	8,325	$ 69.00	$ 574,425.00
8	SP	Adjustment of Manholes	6 Each	$ 1,450.00	$ 8,700.00
9	SP	Adjustment of Catch Basins	2 Each	$ 1,600.00	$ 3,200.00
10	SP	Adjustment of Water Valves	6 Each	$ 850.00	$ 5,100.00
11	848	Remove and replace wheelchair accessible curb ramp	71 Each	$ 3,600.00	$ 255,600.00
12	848	Install Bolt On Truncated Dome on Existing Curb Ramp	2 Each	$ 1,200.00	$ 2,400.00
13	846	30" Concrete Curb and Gutter	710 LF	$ 65.00	$ 46,150.00
14	848	6' Concrete sidewalk	710 LF	$ 110.00	$ 78,100.00
15	1205	Thermoplastic 24" White Stop Bar	132 LF	$ 30.00	$ 3,960.00
16	1205	Thermoplastic Symbols	5 Each	$ 300.00	$ 1,500.00
17	1205	Thermoplastic 4" Yellow	2,200 LF	$ 2.00	$ 4,400.00
18	1205	Thermoplastic 4" White	1,130 LF	$ 2.00	$ 2,260.00
19	1205	Thermoplastic 8" Yellow	10 LF	$ 15.00	$ 150.00
20	1205	Thermoplastic 8" White	130 LF	$ 10.00	$ 1,300.00
21	560	Shoulder Reconstruction (Pit Gravel)	31,250 LF	$ 2.00	$ 62,500.00
TOTAL BID AMOUNT FOR PROJECT =				$ 4,488,920.50	-

Blythe Construction, Inc
Company Name

July 29, 2026
Date

Shane Clark
Print Name

Vice President
Title

Signature

EXHIBIT D - STANDARD CONSTRUCTION SERVICES CONTRACT

Engineering & Public Works
105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 875-7007

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: Contractor Name
Address 1
City, State Zip

Contact Name
Contact Email

PROJECT: 2027 Street Resurfacing
SITE LOCATION(S): Town Wide

This Contract for Construction and Repair, and all exhibits, (collectively this "Contract") is entered into this _____day of _____, 20_____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and BLYTHE CONSTRUCTION INC. located at 2911 N. GRAHAM ST. CHARLOTTE NC 28206 (the "Contractor").

WITNESSETH:

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

1. Scope of Services. The Contractor agrees to perform for the Town the services according to the following construction design drawings, plans, and specifications in the 2024 Street Resurfacing Project Formal Bid (the "Bid"), which is incorporated herein by reference as Exhibit D. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in the bid, which shall constitute the "Work." The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the "Date of Completion" or such date as the Contractor actually completes all the Work. During such period, the Contractor will remedy at Contractor's expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.
2. Fees: Fees for the Work shall be specified in the bid, (the "Contract Price").
3. Change Orders. The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions ("Change Orders"). The parties agree to

adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized only upon execution of a written Change Order. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor's overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor's overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.

4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Personal Protective Equipment (PPE). The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit D2, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. Working Drawings and Specifications at the Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
8. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on

the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

9. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
10. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
11. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
12. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are $100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
13. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
14. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit D1, 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.
15. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
16. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town $500 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.
17. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described in the bid.

In compliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish

the services for the prices quoted and completed in the Bid along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

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

Contractor

Blythe Construction, Inc.

Name of Contractor (type or print)

By: _____

(Signature)

Title: Shane Clark, Vice President

Attest: _____

(Secretary, if a corporation)

Kathryn J Black, Assistant Secretary

Contractor's Federal Social Security ID No.:

56-6032862

Contractor's License No.:

7639

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 D1
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, attorneys' fees ("Claims"). In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.
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 D2, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting**. By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts**. All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents

and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

14. **Codes and Permits**. When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Town, Contractor shall bear all cost arising therefrom.
15. **License Requirement**. If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance**. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment**. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions**. The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties**. The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Work outlined in this Contract and any attached specifications. Contractor warrants that any finished Work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Work delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship**. All Work shall be performed to the satisfaction of the Town. The Work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Work provided.
21. **Default**. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall

deem appropriate, Work substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

22. **Termination for Convenience**. The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Work actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries**. There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality**. The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services**. In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Buyer.** References to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **Availability of Funds**. Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
33. **Severability**. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
34. **Companies that Boycott Israel**. With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

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

EXHIBIT D2
MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

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

The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of $100,000.

b. **Comprehensive General Liability Insurance**

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

Bodily Injury:	$1,000,000 per occurrence and $2,000,000 aggregate
Professional Liability:	$1,000,000 per occurrence and $2,000,000 aggregate
Property Damage:	$1,000,000 per occurrence and $2,000,000 aggregate

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

c. **Deductible**

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

d. **Other Insurance**

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

e. **Proof of Carriage**
The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.

EXHIBIT D3 – PLANS AND SPECIFICATIONS

(See Section 4.0 in Bid)

EXHIBIT E – BID BOND

Town of Huntersville
NORTH CAROLINA

BID BOND

Principal: Blythe Construction, Inc.
Name of Principal Contractor

Surety: Liberty Mutual Insurance Company
Name of Surety

Contract Number: 2027 Street Resurfacing County: Mecklenburg

Date of Bid: August 4, 2026

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Town of Huntersville in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Town of Huntersville shall award a contract to the Principal, the Principal shall, within ten (10) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Town of Huntersville makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have ten (10) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Town of Huntersville as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the 23rd day of July, 20 26

Liberty Mutual Insurance Company
Surety

By Elizabeth K. Sterling
General Agent or Attorney-in-Fact Signature

Seal of Surety

Elizabeth K. Sterling, Attorney-In-Fact
Print or type Signer's Name

BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Blythe Construction ,Inc.

Full name of Corporation

PO Box 31635, Charlotte, NC 28231

Address as prequalified

By _____

Signature of ~~President~~, Vice President, ~~Assistant Vice President~~

Select appropriate title

BLYTHE CONSTRUCTION, INC 1949 SEAL N.C.

Shane Clark, Vice President

Print or type Signer's name

Affix Corporate Seal

Attest _____

Signature of ~~Secretary~~, Assistant Secretary

Select appropriate title

Kathryn Black

Print or type Signer's name

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213274 - 016072**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin A. Stahl, Elizabeth K. Sterling, Megan K. Douaire

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23 day of July, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT F– PERFORMANCE AND PAYMENT BONDS

(Insert Bonds Accordingly)

CONTRACT PERFORMANCE BOND

Bond No. 016255830

Date of Performance Bond Execution:	08/12/2026
Name of Principal Contractor:	Blythe Construction, Inc.
Name of Surety:	Liberty Mutual Insurance Company
Name of Contracting Body:	Town of Huntersville
Amount of Bond:	$4,488,920.50
Contract ID No.:	2027 Street Resurfacing
County Name:	Mecklenburg

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

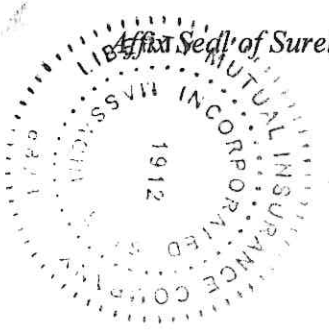
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company



Liberty Mutual Insurance Company

Print or type Surety Company Name

By Elizabeth K. Sterling

Print, stamp or type name of Attorney-in-Fact

Elizabeth K. Sterling

Signature of Attorney-in-Fact

Signature of Witness

Amanda Allie

Print or type Signer's name

3 Ravinia Dr., #2200, Atlanta, Ga 30346

Address of Attorney-in-Fact

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Blythe Construction, Inc.

Full name of Corporation

PO Box 31635, Charlotte, NC 28231

Address as prequalified

By _____

Signature of ~~President~~, Vice President, ~~Assistant Vice President~~

Select appropriate title

Shane Clark, Vice President

Print or type Signer's name

Affix Corporate Seal

Attest _____

Signature of ~~Secretary~~, Assistant Secretary

Select appropriate title

Kathryn J. Black, Assistant Secretary

Print or type Signer's name

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet.

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213983-016072**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Megan K. Douaire; Sandy K McElhaney; Benjamin A. Stahl; Elizabeth K. Sterling

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of May, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of August, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CONTRACT PAYMENT BOND Bond No. 016255830

Date of Payment Bond Execution:	08/12/2026
Name of Principal Contractor:	Blythe Construction, Inc.
Name of Surety:	Liberty Mutual Insurance Company
Name of Contracting Body:	Town of Huntersville
Amount of Bond:	$4,488,920.50
Contract ID No.:	2027 Street Resurfacing
County Name:	Mecklenburg

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

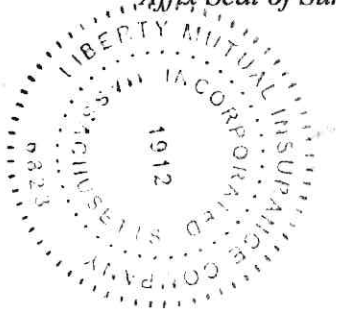
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant
to authority of its governing body.

CONTRACT PAYMENT BOND, CON'D

Affix Seal of Surety Company



Liberty Mutual Insurance Company
Print or type Surety Company Name

By Elizabeth K. Sterling
Print, stamp or type name of Attorney-in-Fact

Elizabeth K. Sterling
Signature of Attorney-in-Fact

Signature of Witness

Amanda Allie
Print or type Signer's name

3 Ravinia Dr., #2200, Atlanta, Ga 30346
Address of Attorney-in-Fact

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Blythe Construction, Inc.

Full name of Corporation

PO Box 31635, Charlotte, NC 28231

Address as prequalified

By _____

Signature of ~~President~~, Vice President, ~~Assistant Vice President~~

Select appropriate title

Shane Clark, Vice President

Print or type Signer's name

Affix Corporate Seal

Attest _____

Signature of ~~Secretary~~, Assistant Secretary

Select appropriate title

Kathryn J. Black, Assistant Secretary

Print or type Signer's name

CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. 4031 Aspen Grove Drive, 4th Floor, Suite 450 Franklin, TN 37067 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Blythe Construction, Inc. PO Box 31635 Charlotte, NC 28231	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Zurich American Insurance Company 16535 INSURER B: XL Specialty Insurance Company 37885 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W47602453 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO0184998 10	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 300,000 $ 15,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP 0184997-10	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	US00064220LI25A	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 0184999-10	10/01/2025	10/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Equipment Leased/Rented/Borrowed Equipment			CPP8693791-05	10/01/2025	10/01/2026	Per Occurrence Any one item/ per occ	$75,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: 2027 Resurfacing (internal 6122.640374)

Umbrella extends over the General Liability, Auto Liability and Employer's Liability.

SEE ATTACHED

CERTIFICATE HOLDER

Town of Huntersville
105 Gilead Rd. Suite 300
Huntersville, NC 28078

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles T. Draper

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SR ID: 30456767 BATCH: 4566008

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Midwest, Inc.	Blythe Construction, Inc. PO Box 31635 Charlotte, NC 28231
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The following are included as Additional Insureds as respects to General Liability and Auto Liability where required by contract.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability where required by contract, Umbrella/Excess Liability when required under written contract and Workers Compensation, as permitted by law.

Umbrella is follow-form Primary policies, including Waiver of Subrogation, Additional Insured and Primary Non-Contributory

Additional Insured: Certificate Holder

INSURER AFFORDING COVERAGE: Zurich American Insurance Company NAIC#: 16535

POLICY NUMBER: MBR 7916193-05 EFF DATE: 10/01/2025 EXP DATE: 10/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Builders' Risk	Special incl theft	$100,000,000
Water Damage	Limit	$100,000
Transit	Limit	$5,000,000

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0184997-10	10/01/2025	10/01/2026		74044-000	Included	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Vinci Construction USA

Endorsement Effective Date:10/1/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Vinci Construction USA
Endorsement Effective Date:10/1/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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Wolters Kluwer Financial Services | Uniform Forms™

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0184998-10	10/01/2025	10/01/2026		74044000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Owners, Lessees Or Contractors – Completed Operations

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO0184998-10	Effective Date: 10/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program

Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO0184998-10	Effective Date: 10/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, or other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.

A. Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Other Insurance Amendment – Primary And Non-Contributory

ZURICH

Policy No.	Eff. Da20 of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO0184998-10	10/1/2025	10/1/2026		74044-00	Included	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Eurovia USA, Inc.

Address (including ZIP Code):1936 Lee Road, Winter Park, FL 32789

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO0184998-10	10/01/2025	10/01/2026		74044-000	$Included	$N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/25 Policy No. WC0184999-10 Endorsement No.
Insured: Vinci Construction USA Premium $

Insurance Company: American Zurich Insurance Co.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/25 Policy No. WC0184999-10 Endorsement No.

Insured: Vinci Construction USA Premium $

and Hubbard Construction

Insurance Company : American Zurich Insurance Co. Countersigned by _____

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EXHIBIT G – TOWN OF HUNTERSVILLE UNIFORM GUIDANCE CONFLICTS OF INTEREST AND NONDISCRIMINATION POLICY

I. OBJECTIVE.

The objective of this Uniform Guidance Conflict of Interest Policy and Nondiscrimination Policy ("Policy") is to establish rules regarding conflicts of interest and nondiscrimination and set guidelines for gifts and favors that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work paid for in part or whole by federal funds as required under 2 C.F.R. § 200.318(c)(1).

II. Policy.

A. Application of Policy.

This Policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work funded in whole or in part with federal financial assistance (direct or reimbursed). This Policy also applies to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town's Federal Grant Administrator ("Grant Administrator"), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The Town will follow all applicable local, state, and federal requirements when managing and expending federal funds, including those prohibiting discrimination. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Employee Responsibilities.

The Grant Administrator shall review the federal grant award terms and conditions to identify any additional conflicts of interest prohibitions or requirements associated with the federal grant award, and shall notify all

employees, officers, and agents, including subrecipients, of the requirements of this Policy and any additional prohibitions or requirements.

A. Conflicts of Interest.

In addition to the prohibition against self-benefiting from a public contract under N.C.G.S. § 14-234, no officer, employee, or agent of the Town of Huntersville (the "Town") or any subrecipient may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1) the employee, officer, or agent involved in the selection, award, or administration of a contract;
2) any member of his or her immediate family;
3) his or her partner; or
4) an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this Policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

B. Gifts.

In addition to the prohibition against accepting gifts and favors from vendors and contractors under N.C.G.S. § 133-32, officers, employees, and agents of the Town of Huntersville and any subrecipient are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than $25.00 which fall into one of the following categories may be accepted:

1) promotional items;
2) honorariums for participation in meetings; or
3) meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this Policy shall report the item to his or her immediate supervisor.

III. Nondiscrimination

A. General

It is the policy of the Town to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability, be excluded from participation in, be denied the befits of, or be otherwise subject to discrimination under any program or activity administered by the Town, including programs or activities that are funded in whole or part, with federal grant funds.

B. Specific Acts Prohibited

To ensure compliance with Title 31 of the Code of Federal Regulations, Part 22 and other pertinent nondiscrimination authorities, the Town shall prohibit, at a minimum, the following practices in its administration of federal grant funds:

1) Denying to a person any service, financial aid, or other program benefit without good cause;
2) Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program;
3) Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4) Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5) Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6) Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7) Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8) Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9) Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10) Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

C. Complaint Tracking

The Town shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. The Town shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome.

IV. Violation.

Employees violating this Policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

The Town must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The Town must also report certain civil, criminal, and administrative proceedings to SAM as required by 2 C.F.R. § 200.113. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339.

EXHIBIT H - NON-COLLUSION AFFIDAVIT OF CONTRACTOR

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Shane Clark (Name), being first duly sworn, deposes and says that:

(1) He is Vice President (Title) of Blythe Construction, Inc (Company), the Contractor that submitted the attached RFB;

(2) She/he is fully informed respecting the preparation and contents of the attached RFB and of all pertinent circumstances respecting such RFB;

(3) Such RFB was genuine and not a collusive or sham RFB;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham RFB in connection with the Contract for which the attached RFB has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached RFB of any other Bidder, or to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Huntersville or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached RFB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees or parties in interest including this affiant.

Signature: _____ Date: 7/29/26 Title: Vice President

Subscribed and sworn to before me
this 29th day of July, 20 26. (Seal)

STATE OF NOTARY PUBLIC NORTH CAROLINA
KAREN L ANGELL
Rowan County
My Commission Expires
March 25, 2029

25 KA

Karen L Angell
Notary Public

My Commission Expires: March 29, 2029

EXHIBIT I - CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

_____, _____ of
(Name) *(Title)*

_____, being first duly sworn, deposes and says that:
(Company)

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein.

2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project: **2027 Town Wide Resurfacing Project**

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all liabilities and taxes owed by the Contractor and arising in any manner from the above- described project have been paid in full;

4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;

5. Notwithstanding the foregoing, if the Town of Huntersville or property of the Town of Huntersville is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town of Huntersville harmless for any amount which the Town of Huntersville is required to pay to discharge such lien or settle such claim and further will pay the Town of Huntersville's expenses, costs, and attorney fees incurred in connection therewith.

6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Huntersville, its officers, employees and agents have been settled;

7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the Town of Huntersville arising in any manner from the construction of the above-described project.

_____ Date: _____
Contractor

_____
Title

Sworn to and subscribed before me this _____
day of _____, 20_____. (Seal)

_____ My Commission Expires: _____

EXHIBIT J - RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN TOWN OF HUNTERSVILLE CONSTRUCTION PROJECTS

Adopted: December 2, 2019

RULE 1. INITIATING MEDIATED SETTLEMENT CONFERENCES

A. Purpose of Mandatory Settlement Conferences. These Rules are promulgated to implement a system of settlement events which are designated to focus the parties' attention on settlement rather than on claim preparation and to provide a structured opportunity for settlement negotiations to take place. Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.

B. Applicability/Initiating the Dispute Resolution Process

1. Applicability. These Rules Implementing Mediated Settlement Conferences in Town of Huntersville Construction Projects ("Rules") shall apply to any party to a contract related to a Town of Huntersville construction project involving the erection, construction, alteration or repair of a building as required by N.C.G.S. § 143-128. These Rules shall also apply to any party to a contract, involving any other Town construction project, which by its terms incorporates these Rules. As used herein "party to a contract" shall include, but not be limited to, contractors, subcontractors, and design professionals and their subcontractors.

2. Initiating the Dispute Resolution Process. Any party to a contract who is a party to a dispute arising out of the construction process in which the amount in controversy is at least $15,000 may submit a written request to the Town Representative for mediation of the dispute. As used herein, the "Town Representative" shall refer to the person(s) designated as the Town Representative for the purposes of these Rules, or if no one is so designated, "Town Representative" shall refer to the person(s) designated as project manager, project liaison, or notice agent(s) for the Town in the contract between the Town and prime contractor or Project Designer. Disputes of less than $15,000 are not subject to these Rules.

Prior to submission of a written request for mediation to the Town Representative, the party(ies) requesting mediation,

a. If a prime contractor, must have first submitted its claim to the Project Designer (Architect, Engineer or other as designated by the Town) for review. If the dispute is not resolved through the Project Designer's instructions, then the dispute becomes eligible for mediation in this dispute resolution process, and the party may submit their written request for mediation to the Town Representative.

b. If the party requesting mediation is the Project Designer, then it must first submit its claim to the Town Representative to resolve. If the dispute is not resolved with the Town Representative's involvement, then the Project Designer's dispute is eligible for mediation in this dispute resolution process, and the Project Designer may submit its written request to the Town Representative for mediation.

c. If the party requesting mediation is a subcontractor, it must first have submitted its claim for mediation to the prime contractor or design professional with whom it has a contract. If the dispute is not resolved through the prime contractor's or design professional's involvement, then the dispute becomes eligible for mediation in this dispute resolution process, and the party may submit its written request for mediation to the Town Representative.

3. If a matter or issue arises in the dispute resolution process that is not addressed by these Rules, the rules of procedure governing the Superior Court Mediation Program shall be used a guide.

RULE 2. SELECTION OF MEDIATOR

A. Selection of Certified Mediator by Agreement of the Parties. The parties may select a certified mediator pursuant to these Rules by agreement within 21 days of requesting mediation. The requesting party shall file with the Town Representative a Notice of Selection of Mediator by Agreement within 10 days of the request; however, any party may file the notice. Such notice shall state the name, address and telephone number of the mediator selected; state the rate of compensation of the mediator; state that the mediator and the other parties have agreed upon the selection and rate of compensation; and state that the mediator is certified pursuant to these Rules.

B. Nomination and Town Representative Approval of a Non-Certified Mediator. The parties may select a mediator who does not meet the certification requirements of these Rules but who, in the opinion of the parties and the Town Representative is otherwise qualified by training or experience to mediate the action.

If the parties select a non-certified mediator, the requesting party shall file with the Town Representative a Nomination of Non-Certified Mediator within 10 days of the request. Such nomination shall state the name, address and telephone number of the mediator; state the training, experience or other qualifications of the mediator; state the rate of compensation of the mediator; and state that the mediator and opposing counsel have agreed upon the selection and rate of compensation.

The Town Representative shall rule on said nomination, shall approve or disapprove of the parties' nomination and shall notify the parties of its decision.

C. Appointment of Mediator by the Town Representative. If the parties cannot agree upon the selection of a mediator, either the party or party's attorney shall notify the Town Representative and request, on behalf of the parties, that the Town Representative appoint a mediator. The request for appointment must be filed within 10 days after request to mediate and shall state that the parties have had a full and frank discussion concerning the selection of a mediator and have been unable to agree. The request shall state whether any party prefers a certified attorney mediator, and if so, the Town Representative shall appoint a certified attorney mediator. If no preference is expressed, the Town Representative may appoint a certified attorney mediator or a certified non-attorney mediator.

D. Mediator Information Directory. To assist the parties in the selection of a mediator by agreement, the parties are free to utilize the list of certified mediators maintained by Mecklenburg County for the Superior Court Mediation Settlement Conference Program.

E. Disqualification of Mediator. Any party may request replacement of the mediator by the Town Representative for good cause. Nothing in this provision shall preclude mediators from disqualifying themselves.

RULE 3. THE MEDIATED SETTLEMENT CONFERENCE

A. Where Conference is to be Held. Unless all parties and the mediator otherwise agree, the mediated settlement conference shall be held in the Town of Huntersville. The mediator shall be responsible for reserving a place and making arrangements for the conference and for giving timely notice of the time and location of the conference to all attorneys, unrepresented parties and other persons and entities required to attend.

B. When Conference is to be Held. The deadline for completion of the mediation shall be not less than 30 days nor more than 60 days after the naming of the mediator.

C. Request to Extend Deadline for Completion. A party, or the mediator, may request that the Town Representative extend the deadline for completion of the conference. Such request shall state the reasons the extension is sought and shall be served by the moving party upon the other parties and the mediator. If any party does not consent to the request, said party shall promptly communicate its objection to the Town Representative.

The Town Representative may grant the request by setting a new deadline for completion of the conference or deny the request to extend the deadline.

D. Recesses. The mediator may recess the conference at any time and may set times for reconvening. If the time for reconvening is set before the conference is recessed, no further notification is required for persons present at the conference.

E. **The mediated settlement or the matter subject of the mediation conference shall not be cause for the delay of the construction project which is the focus of the dispute**.

RULE 4. DUTIES OF PARTIES AND OTHER PARTICIPANTS IN THE DISPUTE RESOLUTION PROCESS

A. Attendance.

1. All parties to the dispute originally presented to the Designer or Prime Contractor or County for initial resolution must attend the mediation. Failure of a party to attend the mediation may result in the Town's withholding of monthly payment to that party until such party attends the mediation, or if the party is a subcontractor the withholding of the subcontractor's payment by the contractor or design professional if the subcontractor's contract so provides.

2. Attendance shall constitute physical attendance, not by telephone or other electronic means. Any attendee on behalf of a party must have authority from that party to bind it to any agreement reached as a result of the mediation.

3. Attorneys on behalf of parties may attend the mediation but are not required to do so.

4. Sureties or insurance company representatives are not required to attend the mediation unless any monies paid or to be paid as a result of any agreement reached as a result of mediation require their presence or acquiescence. If such agreement or presence is required, then authorized representatives of the surety or insurance company must attend the mediation.

B. Finalizing Agreement. If an agreement is reached in the conference, parties to the agreement shall reduce the terms to writing and sign it along with their counsel, if counsel is present.

C. Mediation Fee. The mediation fee shall be divided equally among the parties to the dispute, unless otherwise agreed to as part of the mediation. If the Town is a party to the dispute, the Town shall pay its equal share of the mediator's fee based on the number of parties to the dispute, or 1/3 of the mediator's fee, whichever is greater as required by N.C.G.S. § 143-128(f1) in which case the remaining parties shall equally divide the remaining 2/3 of the mediator's fee.

D. Failure to compensate mediator. Any party's failure to compensate the mediators in accordance with these Rules shall subject that party to a withholding of said amount of money from the party's monthly payment by the Town of Huntersville, or if the party is a subcontractor the withholding of the subcontractor's payment by the contractor or design professional if the subcontractor's contract so provides.

RULE 5. AUTHORITY AND DUTIES OF MEDIATOR

A. Authority of Mediator.

1. Control of Conference. The mediator shall at all times be in control of the conference and the procedures to be followed.

2. Private Consultation. The mediator may communicate privately with any participant or counsel prior to and during the conference. The fact that private communications have occurred with a participant shall be disclosed to all other participants at the beginning of the conference.

3. Scheduling the Conference. The mediator shall make a good faith effort to schedule the conference at a time that is convenient with the participants, attorneys and mediator. In the absence of agreement, the mediator shall select the date for the conference.

B. Duties of Mediator

1. The mediator shall define and describe the following at the beginning of the conference:

   a. The process of mediation;
   b. The difference between mediation and other forms of conflict resolution;
   c. The costs of the mediated settlement conference;

d. That the mediated settlement conference is not a trial, the mediator is not a judge, and the parties retain their legal rights if they do not reach settlement;
e. The circumstances under which the mediator may meet and communicate privately with any of the parties or with any other person;
f. Whether and under what conditions communications with the mediator will be held in confidence during the conference;
g. The inadmissibility of conduct and statements as provided by N.C.G.S. 7A-38.1(1);
h. The duties and responsibilities of the mediator and the participants; and
i. That any agreement reached will be reached by mutual consent.

2. Disclosure. The mediator has a duty to be impartial and to advise all participants of any circumstance bearing on possible bias, prejudice or partiality.

3. Declaring Impasse. It is the duty of the mediator to timely determine that an impasse exists and that the conference should end.

4. Reporting Results of Conference. The mediator shall report to the Town Representative within 10 days of the conference whether or not an agreement was reached by the parties. If an agreement was reached, the report shall state the nature of said agreement. The mediator's report shall inform the Town Representative of the absence of any party known to the mediator to have been absent from the mediated settlement conference without permission. The Town Representative may require the mediator to provide statistical data for evaluation of the mediated settlement conference program.

5. Scheduling and Holding the Conference. It is the duty of the mediator to schedule the conference and conduct it prior to the deadline of completion set by these Rules. Deadlines for completion of the conference shall be strictly observed by the mediator unless said time limit is changed by a written order from the Town Representative.

RULE 6. COMPENSATION OF THE MEDIATOR

A. By Agreement. When the mediator is stipulated by the parties, compensation shall be as agreed upon between the parties and the mediator provided that the provision of N.C.G.S. 143-128(f1) are observed.

B. By Appointment. When the mediator is appointed by the Town Representative, the parties shall compensate the mediator for mediation services at the rate in accordance with the rate charged for Superior Court mediation. The parties shall also pay to the mediator a one-time per case administrative rate in accordance with the rate charged for Superior Court mediation, which is due upon appointment.

RULE 7. MEDIATOR CERTIFICATION.

All certified mediators shall be properly certified in accordance with the rules certifying mediators in Superior Court in North Carolina. (Except when otherwise allowed by the Town Representative upon the request of the parties to the mediation.) When selecting mediators, the parties may designate a preference for mediators with a background in construction law or public construction contracting. Such requirements, while preferred, are not mandatory under these Rules.

All mediators chosen must demonstrate either they are certified in accordance with these Rules Implementing Scheduled Mediated Settlement Conference in Superior Court or must gain the consent of the Town Representative to mediate any dispute in accordance with these Rules.

RULE 8. RULE AMENDMENTS.

These Rules are subject to amendment by the Town of Huntersville Board of Commissioners at any time the Town deems it appropriate. Further, these Rules may be modified or waived for a particular project by the Town Manager, provided that the Town contract(s) related to the project reflect such modification or waiver.

RULE 9. TIME LIMITS.

Any time limit provided for by these Rules may be waived or extended by the mediator for good cause shown. If a mediator has not yet been appointed, if the mediator has disqualified him/herself, or if the Town Representative is in the process of replacing the mediator as allowed by these Rules, the Town Representative shall decide all waivers or extensions of time for good cause shown.

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: LARRY DAVIS, Information Technology Director

Subject: Contract for servers and storage.

Explain Request:

The current server and storage infrastructure reaches end of support and end of life in March 2027, and therefore was included in the FY 27 budget at $405,000. These items are proposed to be purchased off a state contract at a contract price of approximately $400,000, which exceeds the Town Manager's contract authority and requires Town Board consideration.

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

This was included in the FY 27 budget.

Attachments:

1. Executive Summary
2. Contract

Cyber Security Solutions
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 25-03

RFP Issued: March 5, 2025

Pre-Proposal Date: March 26, 2025

Response Due Date: April 24, 2025

Proposals Received: 29

Awarded to: Blackwood Associates, CompuNet, Netsync, Network Solutions NuHarbor Security, Optiv Security, rusd Solutions, TD SYNNEX

Region 4 Education Service Center (ESC) Department of Procurement issued RFP 25-03 on March 5, 2025, to establish a national cooperative contract for Cyber Security Solutions.

The solicitation included cooperative purchasing language in Sections I Scope of Work:

*"Region 4 Education Service Center (ESC), as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program."*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On April 24, 2025 proposals were received from the following offerors:

- AMSimpkins and Associates
- Ardham Technologies
- ARTE Consulting Services
- Blackwood Associates
- ClevrOne LLC
- CompuNet, Inc.
- Consultadd Inc.
- DLT Solutions
- Global Solutions Group
- Hypertec
- Inspira Enterprises
- Joultech Solutions
- Lockstep Technology Group
- MTS Solutions
- Netsync Network Solutions
- Neumeric Technologies Corporation
- New Tech Solutions
- NuHarbor Security
- Optiv Security
- Propelex, LLC
- rusd Solutions
- Securance
- SecurITT360
- Tall City Cyber LLC
- TD SYNNEX
- TriVigil Inc.
- vCloud Tech Inc.
- Vitosha Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Blackwood Associates, CompuNet Inc., Netsync Network Solutions, NuHarbor Security, Optiv Security, rusd Solutions, and TD SYNNEX and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses

Region 4 ESC, OMNIA Partners and the following offerors successfully negotiated a contract: Blackwood Associates, CompuNet Inc., Netsync Network Solutions, NuHarbor Security, Optiv Security, rusd Solutions, and TD SYNNEX. Region 4 ESC executed the agreements, each with a contract effective date of October 1, 2025

Diversity Certifications:

- Blackwood Associates: Small Business Enterprise
- Netsync Network Solutions: Minority Owned Business, Small Business, Woman Owned Business
- rusd Solutions: Minority Owned Business

Contracts include federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial three-year agreement from October 1, 2025 through September 30, 2028 with the option to renew for two (2) additional one-year periods through September 30, 2030

Pricing/Discount:

Please refer to each awarded supplier for pricing document.

14704 N Old Statesville Road
Huntersville, NC 28078
(704) 766-2220

CONTRACT FOR GOODS

SELLER: **Zuryc**
PO Box 324
Jefferson, NC 28640
Cyrus Hurley
Cyrus@zuryc.com

PROJECT: **Nutanix Purchase**
SITE LOCATION(S): **OMNIA Partners Contract #R250307**

This Contract for good, and all exhibits, (collectively this "Contract") is entered into this _24th_day of __August__, 2026____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and_____Zuryc___ located at _____PO Box 324, Jefferson, NC 28640_____ (the "Seller").

WITNESSETH:

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

1. Sale of Goods. Pursuant to the terms and conditions of this Contract, the Seller agrees to transfer ownership and deliver possession to the Town, and the Town shall pay for and accept from the Seller, the "Goods" as shown in Exhibit C, attached hereto.
2. Purchase Price. In consideration of the Goods, Town shall pay to Seller the Purchase Price as shown in the Exhibit D attached hereto.
3. Bid Documents. If applicable, Seller and Town acknowledge that this Contract for Goods is based on bid documents submitted by Seller to Town. The bid documents shall control any terms not stated herein.
4. 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.
5. Delivery. Seller shall deliver the Goods to Town within the date specified in the bid documents. If the Contract was not subject to bidding requirements, the Seller shall deliver the Goods to the location and by the date specified in Exhibit C. Seller shall be responsible for freight, delivery, and shipping costs. Seller shall retain title to and ownership of the Goods until they are delivered to and approved by the Town.

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

Seller

Name:
Roger Cyrus Hurley
_____
Name of Seller (type or print)

By:
_____
(Signature)

Title:
CEO / Member Manager
_____

Attest:

_____
(Secretary, if a corporation)

Town of Huntersville

_____
Town Manager

Attest: _____
Town Clerk

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

_____
Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

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

attorneys' fees), and attorneys' fees ("Claims"). In the event that any portion of the Goods 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.
10. **Anti-Discrimination and Equal Employment**. During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance**. The Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting**. By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts**. All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
14. **Codes and Permits**. When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Town, the Contractor shall bear all cost arising therefrom.
15. **License Requirement**. If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and

professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.

16. **Strict Compliance**. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment**. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions**. The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties**. The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town for the Goods outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Goods and shall run to the Town and any user of the Goods. 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 Goods delivered shall be to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Goods 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, Goods 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 Goods and any expenses incurred in connection therewith.
22. **Termination for Convenience**. The Town shall have the right, without assigning any reason therefore, to terminate 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 Goods 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 Goods**. In order for a Contract 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 contract[1].
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)

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 – GOODS

(insert description of goods purchased)

ZURYC GOV

Cooper Stone LLC, DBA Zuryc GOV | Service-Disabled Veteran-Owned Small Business (SDVOSB)
PO Box 324, Jefferson, NC 28640

QUOTATION

Quote #: ZG-2026-0728-HNT
Contract: Omnia Partners Contract #R250307 (via TD SYNNEX)
Quote Date: July 28, 2026
Valid Through: August 31, 2026
Prepared By: Cyrus Hurley, Chief Executive Officer | cyrus@zuryc.com

Prepared For: Town of Huntersville
101 Huntersville-Concord Rd, Huntersville, NC 28078-6215

Project: Nutanix Cluster Replacement of Dell VxRail Environment

Item	Description	Qty	Unit Price	Extended Price
HPE ProLiant Nutanix Hardware	Four (4) HPE ProLiant Compute DL360 Gen12 Nutanix-ready nodes, factory configured per attached Configuration Detail: dual Intel Xeon 6517P per node, 512GB DDR5-6400 per node, 4x 3.84TB NVMe SSD per node, NS204i-u boot device, redundant power, rail kits, iLO Advanced. Includes 3-year parts/labor/onsite next-business-day hardware warranty.	1	$286,326.67	$286,326.67
Nutanix Software Subscription	Nutanix Cloud Infrastructure (NCI) Pro software license and Production support, 64 CPU cores, 36-month subscription term. Includes Nutanix AOS/AHV and platform integration.	1	$57,058.59	$57,058.59
HPE Support Services	HPE 3-Year Tech Care Essential hardware support for DL360 Gen12 Nutanix nodes.	1	$22,078.26	$22,078.26
Professional Services	Fixed-fee installation and migration services per the Statement of Work dated July 1, 2026: hardware inventory, rack/stack/cable, 4-node Nutanix cluster installation and configuration, migration of up to 8 VMs via Nutanix Move, remote migration support, health checks, documentation, and technical handover.	1	$7,500.00	$7,500.00
Nutanix Training — INCLUDED	Nutanix Enterprise Cloud Administration (ECA) and Nutanix Certified Professional (NCP) certification training for Town of Huntersville staff. Provided at no additional charge as part of this proposal.	2	$0.00	$0.00
			PROJECT TOTAL	$372,963.52

Terms & Notes

1. This quotation is issued under Omnia Partners cooperative purchasing Contract #R250307 (TD SYNNEX). End-user pricing under this quotation does not exceed the contract's not-to-exceed (NTE) pricing.
2. IMPORTANT: The Town of Huntersville's purchase order must reference "Omnia Partners Contract #R250307" to procure under the cooperative contract.

3. Manufacturer MSRP/list pricing for each component is shown on the attached Configuration Detail for pricing visibility.

4. This quotation is valid through August 21, 2026. Manufacturer pricing and availability are subject to change; orders placed after the validity date may require a revised quotation.
5. Hardware and software products are non-cancelable and non-returnable (NCNR) once a purchase order is issued against this quotation.

6. Hardware ships direct from the manufacturer to the Town of Huntersville.

7. The Nutanix subscription term is quoted to commence January 1, 2027. A one-time earlier start date may be requested and will be coordinated with Nutanix upon order if the Town requires licensing prior to that date.
8. Professional Services are provided on a fixed-fee basis per the Statement of Work dated July 1, 2026 between Cooper Stone LLC, DBA Zuryc GOV, and the Town of Huntersville.
9. Applicable taxes, if any, are not included and will be added at invoicing unless a valid exemption certificate is provided.

10. Payment terms: Net 30 from hardware delivery.

EXHIBIT D– FEE SCHEDULE

Payment to be remitted NET30 days from receipt of undisputed invoice.

Cooper Stone, LLC DBA Zuryc Gov	25August2026
Company Name	Date
Roger Cyrus Hurley	CEO / Member Manager
Print Name	Title

Roger Cyrus Hurley

Signature

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Accept streets in the Mirabella Subdivision for Town maintenance

---

Explain Request:

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located in the Mirabella (Phase 2e Map 7) Subdivision.

Street Name	From	To	Approx. Length
Monocacy Blvd	260-ft SE of Roosevelt Grove Drive	Monocacy Blvd (Loop)	2320-ft
Fiore Place	End of Road	Monocacy Blvd	1155-ft
Padova Place	Monocacy Blvd	End of Road	255-ft

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

Powell Bill

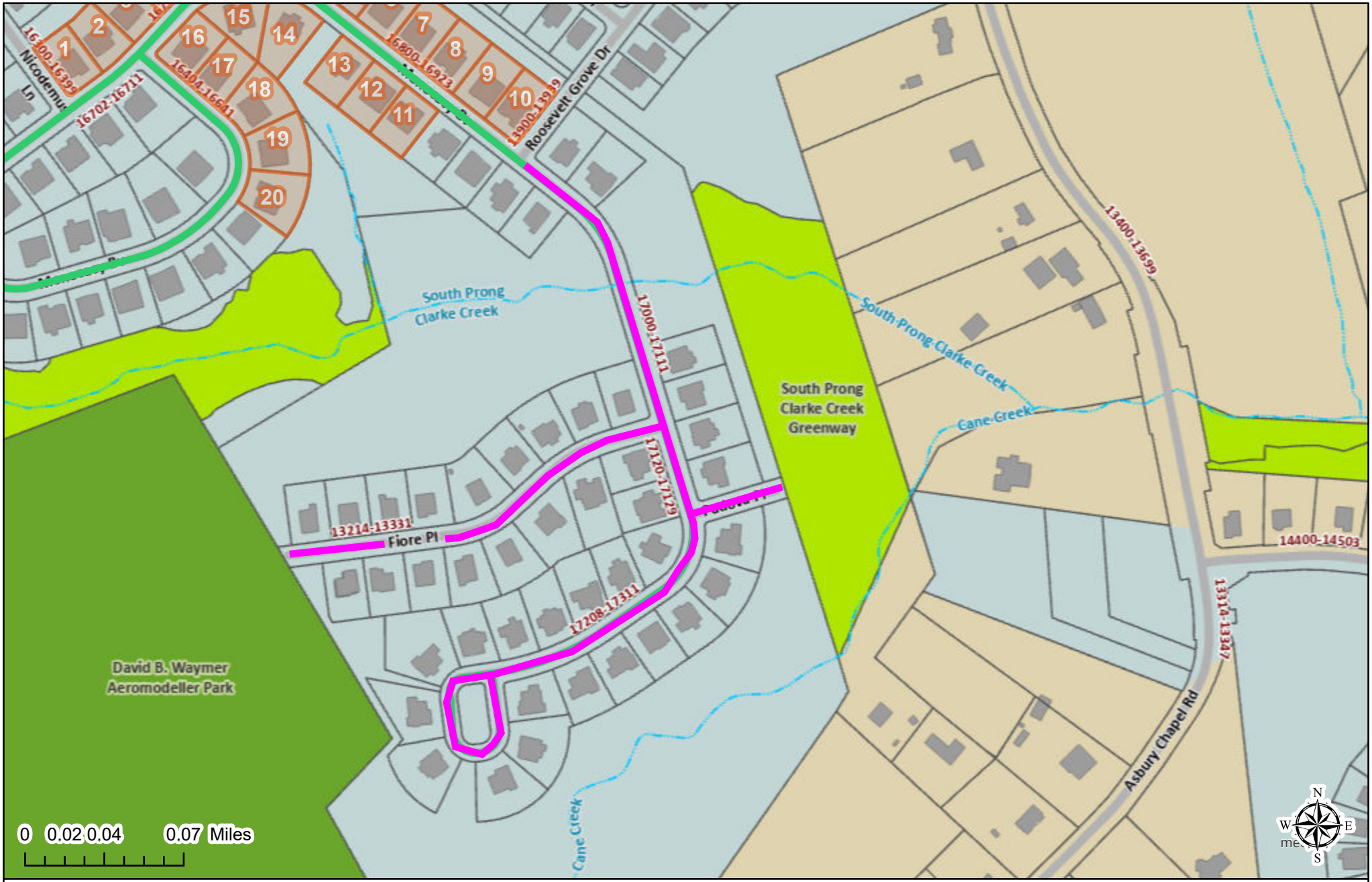
Attachments:

1. Mirabella Ph 2e Map 7_Map
2. Mirabella Ph 2e Map 7_Aerial

Polaris Map – Mecklenburg County, North Carolina

Mirabella Phase 2e Map 7

Date Printed: 7/24/2026 1:50 PM



This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

Polaris Map – Mecklenburg County, North Carolina

Mirabella Phase 2e Map 7

Date Printed: 7/24/2026 1:53 PM

This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Accept streets in the Blackwood Knoll Subdivision for Town maintenance

---

Explain Request:

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located in the Blackwood Knoll Subdivision.

Street Name	From	To	Approx. Length
White Spruce Court	Old Cottonwood Lane	End of Road	1050-ft
Old Cottonwood Lane	Mountain Willow Trail	470-ft W of White Spruce Ct	1130-ft
Mountain Willow Trail	White Spruce Court	Black Farms Road	950-ft

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

Powell Bill

Attachments:

1. Blackwood Knoll - Map
2. Blackwood Knoll - Aerial

Polaris Map – Mecklenburg County, North Carolina

Blackwood Knoll

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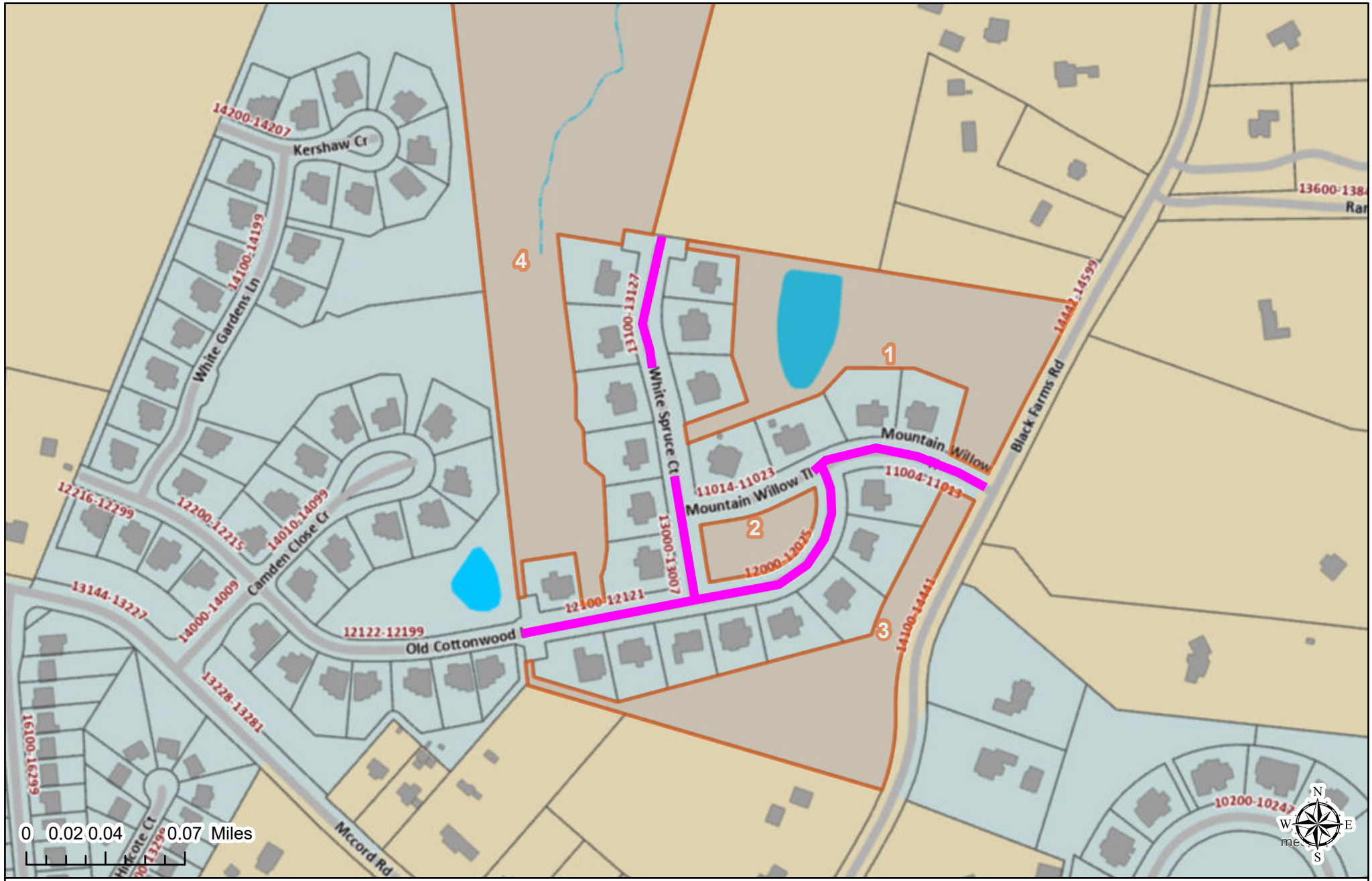

This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

Polaris Map – Mecklenburg County, North Carolina

Blackwood Knoll

Date Printed: 5/5/2026 1:55 PM

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Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Accept streets in the Hollins Grove Subdivision for Town Maintenance

---

Explain Request:

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located in the Hollins Grove Subdivision.

Street Name	From	To	Approx. Length
Benjamin Smith Avenue	Cashion Road	Hollins Grove Avenue	1390-ft
John Wallace Court	Brooklyn Skylar Way	Benjamin Smith Avenue	720-ft
Brooklyn Skylar Way	End of Road	Hollins Grove Avenue	1130-ft
Hollins Grove Avenue	Cashion Road	Cul-de-sac	1600-ft

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

Powell Bill

Attachments:

1. Hollins Grove - Aerial
2. Hollins Grove - Map

Polaris Map – Mecklenburg County, North Carolina

Hollins Grove

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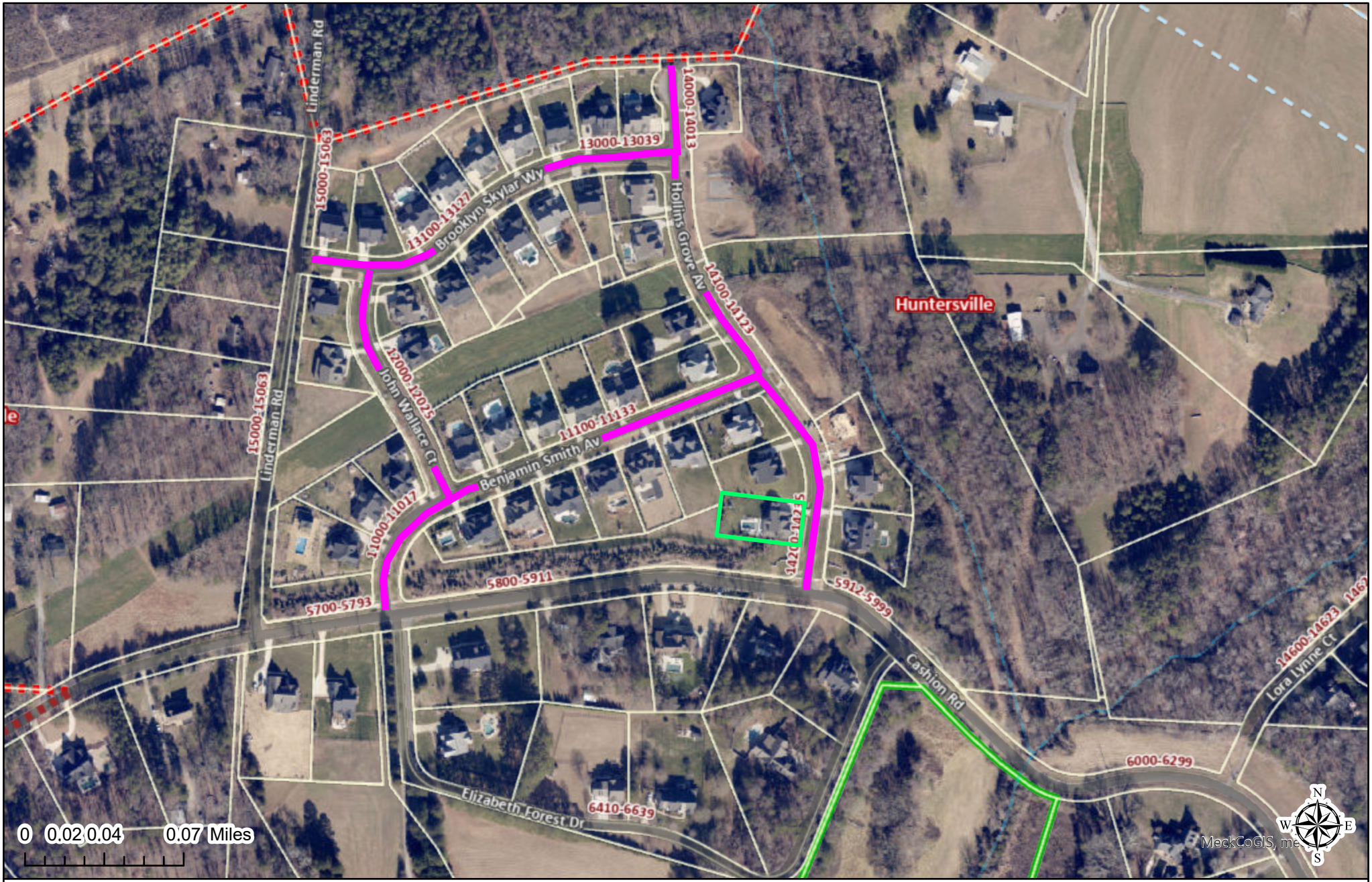

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Polaris Map – Mecklenburg County, North Carolina

Hollins Grove

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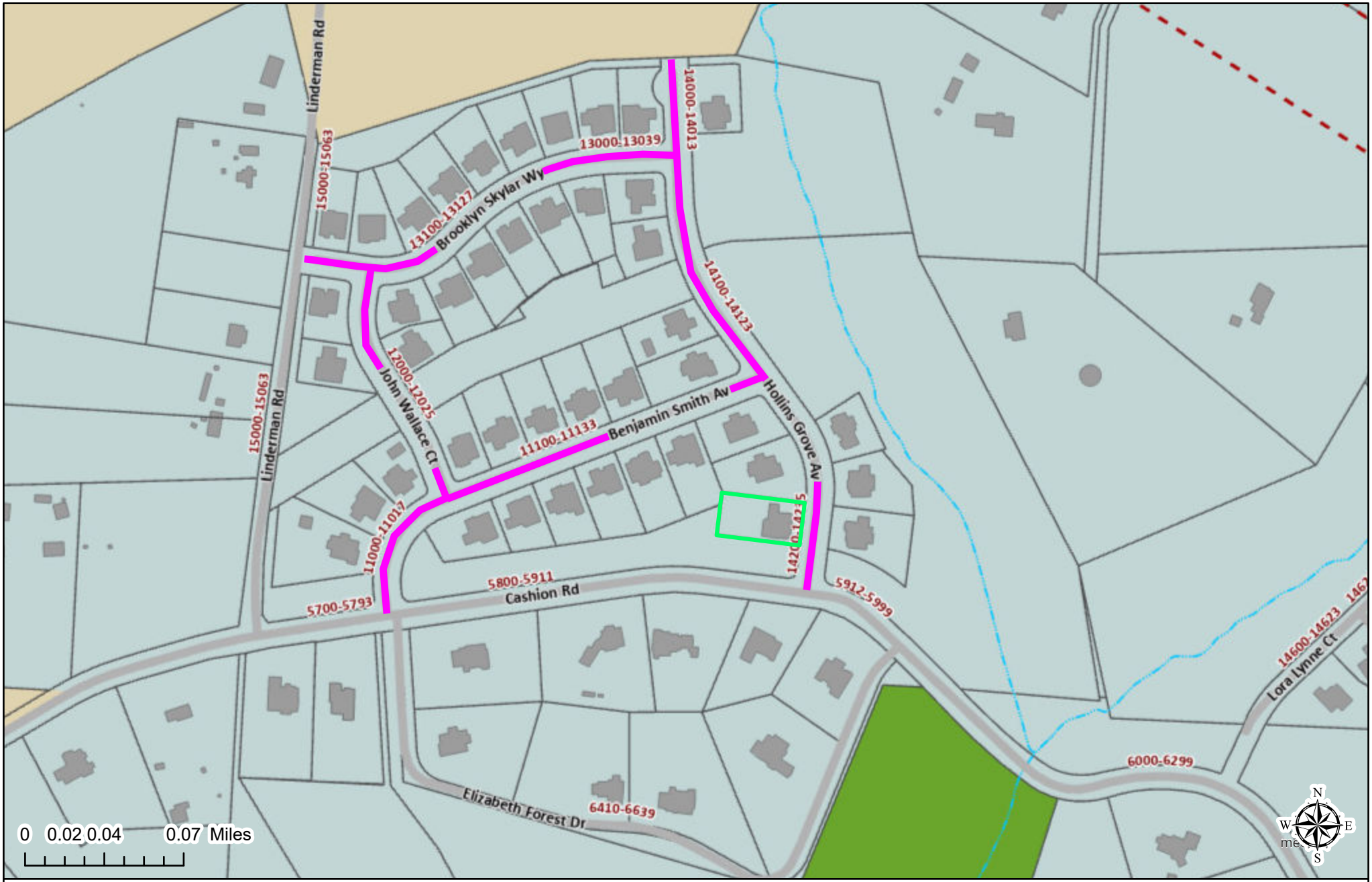

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Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Lindsay Small, Recreation Superintendent

Subject: Ordinance - Road Closures for Veterans Day Celebration

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Explain Request:

Consider approving the suggested 2026 Veterans Day celebration road closures for the planned event on November 14 at Veterans Park. Town staff will place signage as appropriate advising the public of the closing. A copy of this Ordinance shall be forwarded to the local NCDOT Division office.

Action Recommended: Adopt Item

Alternative Action:

Adopt Ordinance.

Financial Implications:

N/A

Attachments:

1. Veterans Day_Detour Maps 2026

AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-MAINTAINED ROADS FOR A SPECIAL EVENT ORGANIZED BY THE TOWN OF HUNTERSVILLE, NC

Ordinance No. O-2026-11

WHEREAS, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

WHEREAS, the Town of Huntersville will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and 2) impact or be impacted by planned maintenance or other activities, and

WHEREAS, the Town of Huntersville will sponsor and hold its annual Veteran's Day celebration on November 14, 2026.

WHEREAS, this event will require the temporary closing of 1) Old Statesville Rd (NC 115) between Mt. Holly-Huntersville Rd and Sherwood Dr. 2) Gilead Rd/Huntersville-Concord Rd between Sherwood Dr and Main St 3) Maxwell Ave from Greenway St to N Old Statesville Rd (NC 115) 4) Main St between Bigham St and Greenway St to vehicular traffic from 9 a.m. – 11:00 a.m. on November 14, 2026.
See map attached as reference.

NOW THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina the following roads will be closed to vehicular traffic from 9:00 - 11:00 a.m. on November 14, 2026

1. Old Statesville Rd (NC 115) between Mt. Holly-Huntersville Rd and Sherwood Dr.
2. Gilead Rd/Huntersville-Concord Rd between Sherwood Dr and Main St
3. Maxwell Ave from Greenway St to N Old Statesville Rd (NC 115)
4. Main St between Bigham St and Greenway St

The Town will place signage as appropriate and other communications advising the public of the closing.

A copy of this Ordinance shall be forwarded to the local NCDOT Division office.

Adopted this 1st day of September, 2026

ATTEST:

Janet Pierson, Town Clerk

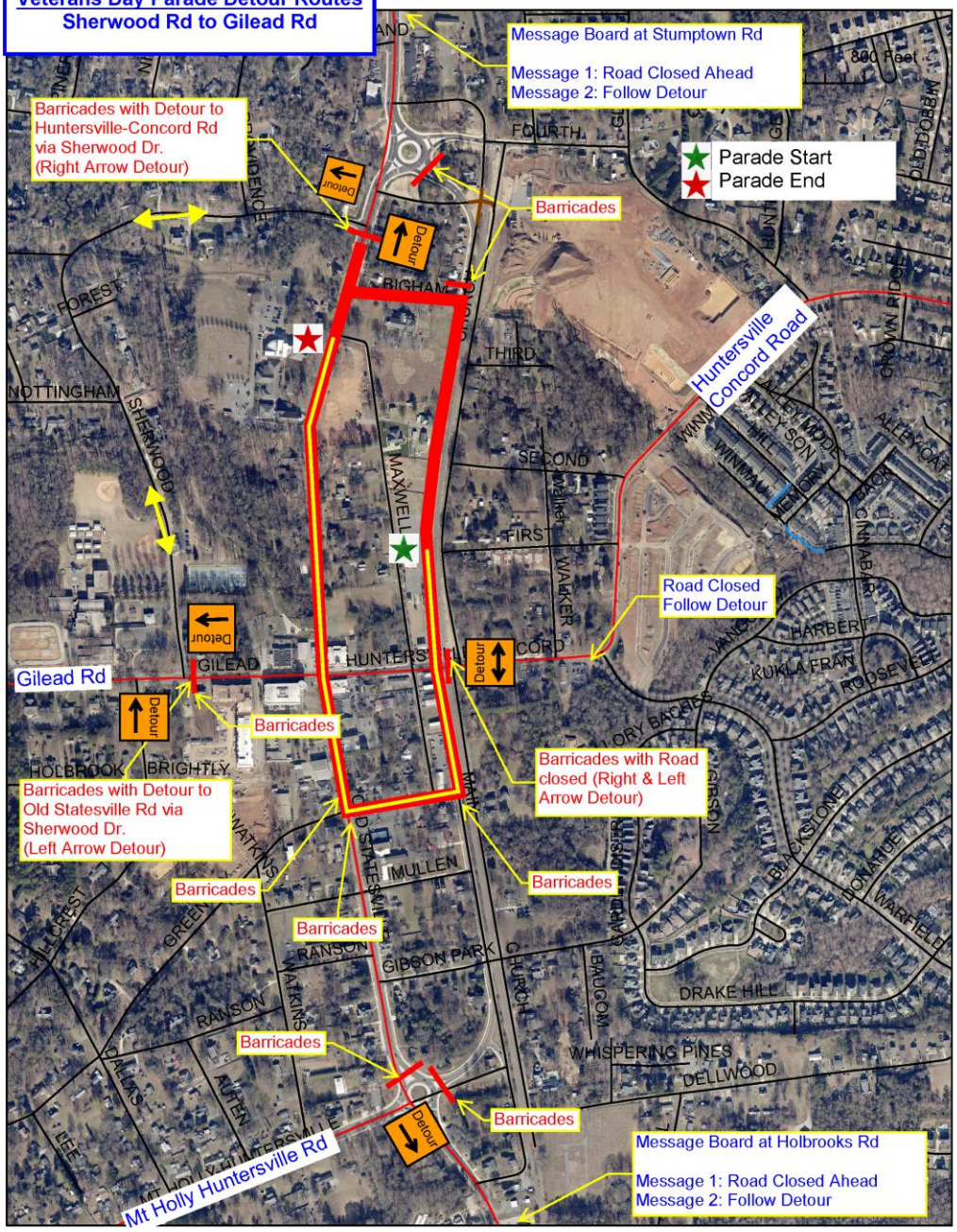
Christy Clark, Mayor

APPROVED AS TO FORM:

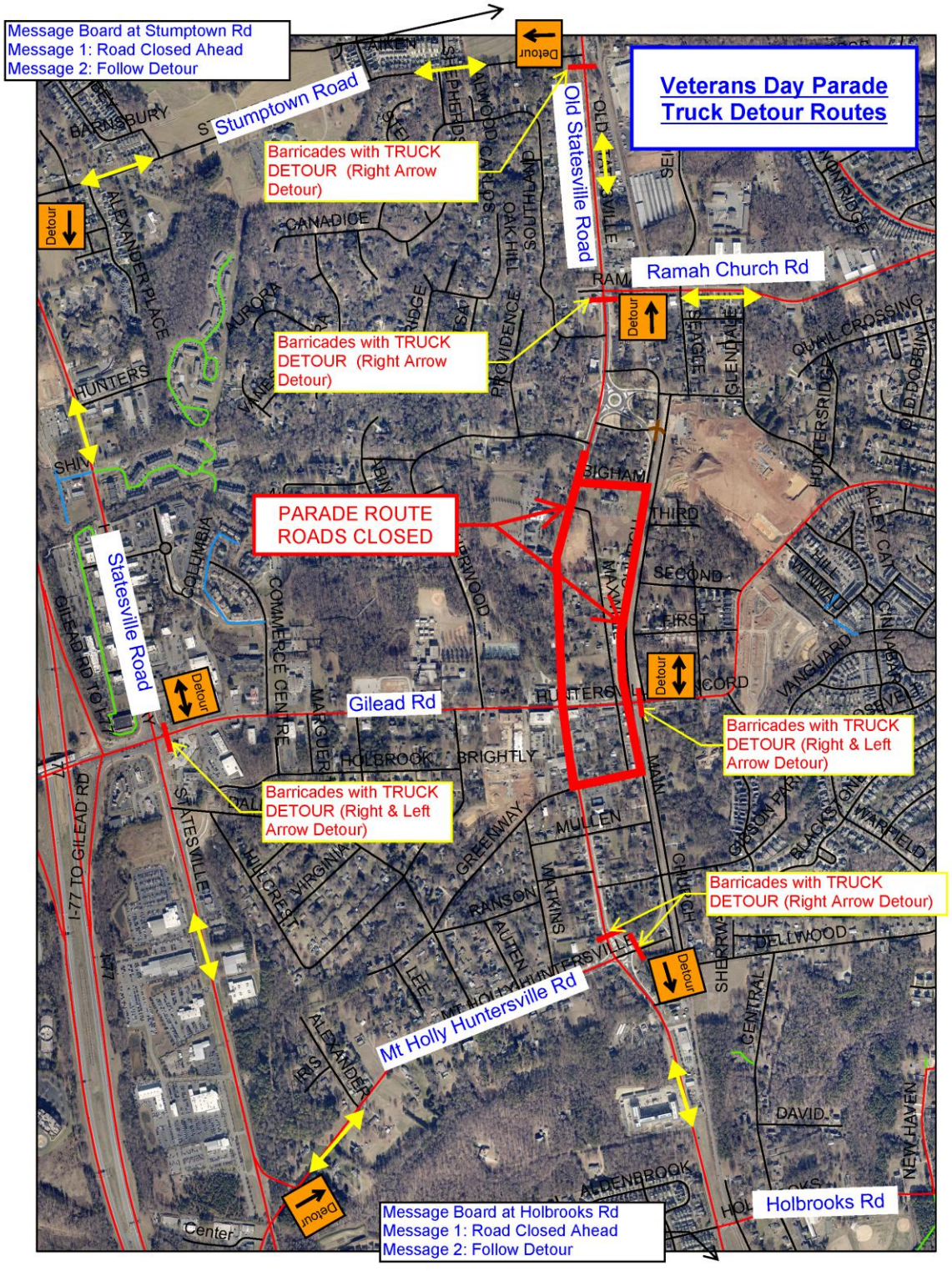
Emily Sloop, Town Attorney

Town of Huntersville
NORTH CAROLINA

Veterans Day Parade Detour Routes
Sherwood Rd to Gilead Rd



Town of Huntersville
NORTH CAROLINA



Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Lindsay Small, Recreation Superintendent

Subject: Ordinance - Street Closures for Diwali

Explain Request:

Consider approving the suggested 2026 Lake Norman Diwali road closures for the planned event on October 17 at Veterans Park. Town staff will place signage as appropriate advising the public of the closing.

Action Recommended: Adopt Item

Alternative Action:

Adopt Ordinance.

Financial Implications:

N/A

Attachments:

1. Lake Norman Diwali_RoadClosure Map 2026

AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-MAINTAINED ROADS FOR A SPECIAL EVENT ORGANIZED BY THE TOWN OF HUNTERSVILLE, NC

Ordinance No. O-2026-10

WHEREAS, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

WHEREAS, the Town of Huntersville will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and 2) impact or be impacted by planned maintenance or other activities, and

WHEREAS, the Town of Huntersville will sponsor in part and host the Lake Norman Diwali Event on Saturday, October 17, 2026, from 1:30 p.m. to 6:30 p.m.; and

WHEREAS, this event will require the temporary closing of (1) Maxwell Ave between Huntersville-Concord Rd and Old Statesville Rd (NC 115). (2) Main St between Huntersville-Concord Rd and Bigham St. (see Map Exhibit A) be closed to vehicular traffic on October 17, 2026, between the hours of 10:00 a.m. and 7:30 p.m.

NOW THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina, the following roads will be closed to vehicular traffic from 10:00 a.m. - 7:30 p.m. on October 17, 2026

1. Maxwell Ave between Huntersville-Concord Rd and Old Statesville Rd (NC 115).
2. Main St between Huntersville-Concord Rd and Bigham St.

The Town will place signage as appropriate and other communications advising the public of the closing.

Adopted this 1st day of September, 2026

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Lake Norman

Diwali

Festival of Lights- Celebrating the light within

Special Event Road Closure Notice

The following roads will temporarily be closed 10:00 a.m. -7:30 pm on Saturday, October 17, 2026. Maxwell Ave. between Huntersville-Concord Rd and Old Statesville Rd (NC 115) and Main Street between Huntersville-Concord Rd. and Bigham Street.

Event time: 1:30pm -6:30pm

- **Soft Close** street resident traffic only
- **Hard Close** no vehicular traffic

Parks & Recreation "Something for Everyone"

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Lindsay Small, Recreation Superintendent

Subject: Ordinance - Road Closures Holidays in Huntersville

Explain Request:

Consider approving the suggested 2026 Holidays in Huntersville road closures for the planned event on December 4 and December 5 at Veterans Park. Town staff will place signage as appropriate advising the public of the closing.

Action Recommended: Adopt Item

Alternative Action:

Adopt Ordinance.

Financial Implications:

N/A

Attachments:

1. Holidays in Huntersville_Road Closure map 2026

AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-MAINTAINED ROADS FOR A SPECIAL EVENT ORGANIZED BY THE TOWN OF HUNTERSVILLE, NC

Ordinance No. O-2026-12

WHEREAS, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

WHEREAS, the Town of Huntersville will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and 2) impact or be impacted by planned maintenance or other activities, and

WHEREAS, the Town of Huntersville will sponsor and hold its annual Huntersville Tree Lighting on Friday, December 4, 2026, 6:00 - 8:00 p.m. and Holidays in Huntersville event on Saturday, December 5, 2026, 3:00 - 8:00 p.m.

WHEREAS, this event will require the temporary closing of 1) Maxwell Ave between Huntersville-Concord Rd and Old Statesville Rd (NC 115). (2) Main St between Huntersville-Concord Rd and Bigham St. (see Map Exhibit A) between the hours of 5:00 - 9:00 p.m. on Friday, December 4, 2026, and 11:00 a.m. and 9:00 p.m. on Saturday, December 5, 2026.

NOW THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina the following roads will be closed to vehicular traffic between the hours of 5:00 - 9:00 p.m. on Friday, December 4, 2026, and 11:00 a.m. and 9:00 p.m. on Saturday, December 5, 2026.

1. Maxwell Ave between Huntersville-Concord Rd and Old Statesville Rd (NC 115).
2. Main St between Huntersville-Concord Rd and Bigham St. (see Map Exhibit A) between the hours of 5:00 - 9:00 p.m. on Friday, December 4, 2026, and 11:00 a.m. and 9:00 p.m. on Saturday, December 5, 2026.

The Town will place signage as appropriate and other communications advising the public of the closing.

A copy of this Ordinance shall be forwarded to the local NCDOT Division office.

Adopted this 1st day of September, 2026

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Town of Huntersville
NORTH CAROLINA

Holiday's in Huntersville

The Town of Huntersville is holding its annual Holidays Huntersville event and will temporarily close the following roads from:
5:00 PM - 9:00 PM on Friday, December 4th 2026, and
11:00 AM -9:00 PM on Saturday, December 5th 2026.

Maxwell Ave. between Huntersville-Concord Rd and Old Statesville Rd (NC 115)
and Main Street between Huntersville-Concord Rd. and Bigham Street.

- **Soft Close** street resident traffic only
- **Hard Close** no vehicular traffic

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Lindsay Small, Recreation Superintendent

Subject: Ordinance - Road Closures for New Year's Eve Event

Explain Request:

Consider approving the suggested 2026 New Year's Eve road closures for the planned event on December 31 in Downtown Huntersville. Town staff will place signage as appropriate advising the public of the closing.

Action Recommended: Adopt Item

Alternative Action:

Adopt Ordinance.

Financial Implications:

N/A

Attachments:

1. New Years Eve_Road Closure Maps 2026

AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-MAINTAINED ROADS FOR A SPECIAL EVENT ORGANIZED BY THE TOWN OF HUNTERSVILLE, NC

Ordinance No. O-2026-13

WHEREAS, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

WHEREAS, the Town of Huntersville will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and 2) impact or be impacted by planned maintenance or other activities, and

WHEREAS, the Town of Huntersville will sponsor and hold its first New Year's Eve Event on Thursday, December 31, 2026, from 8:00 p.m. to 1:00 a.m.; and

WHEREAS, this event will require the temporary closing of (1) Old Statesville Rd (NC 115) from Gilead/Huntersville-Concord Rd to N. Maxwell Ave (see Map Exhibit A) be closed to vehicular traffic on December 31, 2026, between the hours of 8:00 p.m. and 1:00 a.m.

NOW THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina the following roads will be closed to vehicular traffic from December 31, 8:00 p.m to January 1, 1:00 a.m.

1. Old Statesville Rd (NC 115) from Gilead/Huntersville-Concord Rd to N. Maxwell Ave (see Map Exhibit A)

The Town will place signage as appropriate and other communications advising the public of the closing.

A copy of this Ordinance shall be forwarded to the local NCDOT Division office.

Adopted this 1st day of September, 2026

ATTEST:

Janet Pierson, Town Clerk

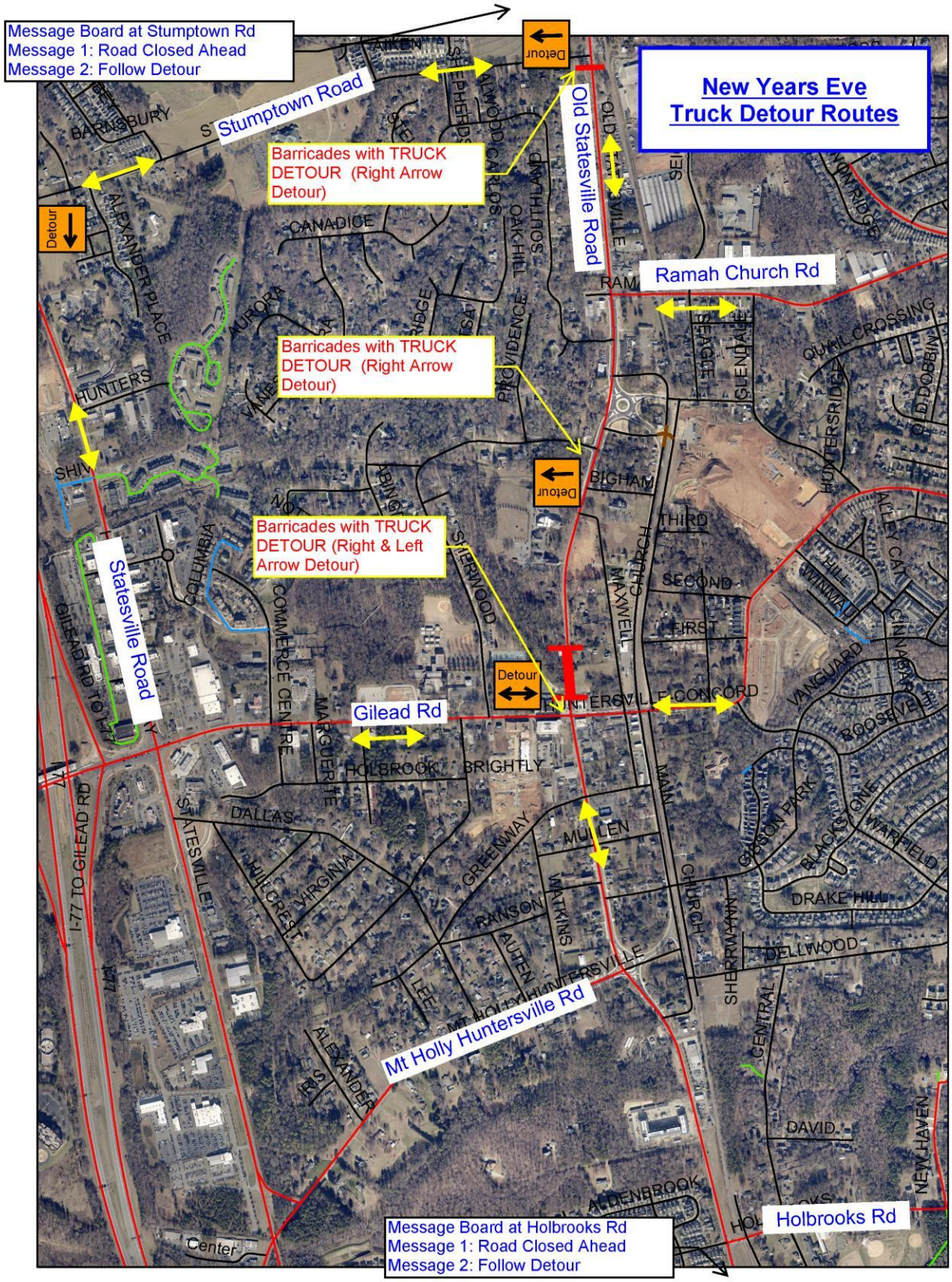
Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A

New Year Eve Road Closure
12/31/2026
During the festivities:
N. Old Statesville Rd. between Gilead Rd/Huntersville-Concord Rd and Town Hall Drive Way will be closed from 8:00 PM - 1:00 AM
Event Hours 9:00 PM - 12:30 PM
Soft Close
street resident traffic only
Hard Close
no vehicular traffic
No Thru Traffic
resident traffic only
N. Old Statesville Hwy
Road Closed
Event Site
760/Trail Head
Road Closed


Message Board at Stumptown Rd
Message 1: Road Closed Ahead
Message 2: Follow Detour
New Years Eve
Truck Detour Routes
Stumptown Road
Barricades with TRUCK DETOUR (Right Arrow Detour)
Old Statesville Road
Ramah Church Rd
Barricades with TRUCK DETOUR (Right Arrow Detour)
Barricades with TRUCK DETOUR (Right & Left Arrow Detour)
Statesville Road
Gilead Rd
Mt Holly Huntersville Rd
Holbrooks Rd
Message Board at Holbrooks Rd
Message 1: Road Closed Ahead
Message 2: Follow Detour
Detour
BARNSBURY
ALEXANDER PLACE
CANADICE
AURORA
HUNTERS
SHIV
COLUMBIA
COMMERCE CENTRE
GILEAD RD TO I-77
I-77 TO GILEAD RD
STATESVILLE
MARGUERITE
HOLBROOK
BRIGHTLY
DALLAS
VIRGINIA
NEILCREST
GREENWAY
RANSON
AUTEN
LEE
ALEXANDER ST
MULLEN
WATKINS
MAIN
CHURCH
MAXWELL
SHERRYANN
DELLWOOD
DRAKE HILL
GIBSON PARK
BLACKSTONE
WARFIELD
CENTRAL
DAVID
NEW HAVEN
ALDENBROOK
Center
SOUTHLAWN
OAK HILL
PROVIDENCE
SHERWOOD
BIGHAM
THIRD
SECOND
FIRST
CONCORD
VANGUARD
CINNABAR
ROOSEVELT
WINMAR
ALLY CAT
HUNTERSRIDGE
QUAIL CROSSING
OLD DOBBIN
EAGLE
GLENDALE

New Years Eve Detour Routes
Message Board at Stumptown Rd
Message 1: Road Closed Ahead
Message 2: Follow Detour
800 Feet
SOUTHLAND
FOURTH
HUNTERSRIDGE
CROWN RIDGE
FOREST
BIGHAM CH
CHURCH
THIRD
Huntersville Concord Road
NOTTINGHAM
SHERWOOD
MAXWELL
SECOND
Walker
FIRST
ALLEY CAT
ALLEY MODE
ALLEY SON
MEMORY
BACK
CINNABAR
Barricades with Road closed (Right & Left Arrow Detour)
HARBERT
VANGUARD
KUKLA FRAN
ROOSEVELT
Gilead Rd
GILEAD
HUNTERSVILLE-CONCORD
MALLORY BACHES
Detour
Detour
HOLBROOK
BRIGHTLY
Barricades with Detour to Old Statesville Rd via Sherwood Dr. (Left Arrow Detour)
MAIN
GIBSON
BLACKSTONE
DONAHUE
WARFIELD
OLD STATESVILLE
MULLEN
WATKINS
GREENWAY
HILLCREST
RANSON
GIBSON PARK
CHURCH
BAUGOM
DRAKE HILL
WHISPERING PINES
DELLWOOD
DALLAS
AUTEN
Mt Holly Huntersville Rd
Message Board at Holbrooks Rd
Message 1: Road Closed Ahead
Message 2: Follow Detour

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: R28-08: Northline Row

Explain Request:

Conduct public hearing on Petition #R26-08, a request by Veer Development, LLC to rezone property near the intersection of Sam Furr Road and Old Statesville Road (Parcels: 00543137, 00543136, 00543135, 00543132, 00543131, 00543133) from Neighborhood Residential to Transit Oriented Development Residential Conditional District (TOD-R-CD) for a townhome development.

Action Recommended: Conduct Public Hearing

Alternative Action:

None

Financial Implications:

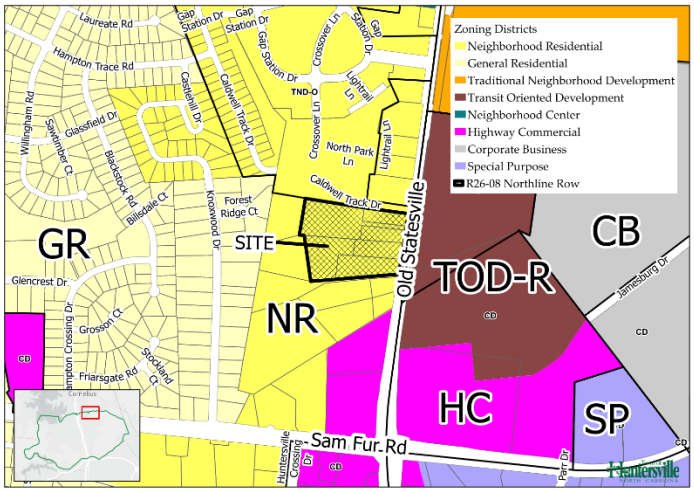
N/A

Attachments:

1. R26-08 Northline Row PH 9 1 26
2. UpdatedNorthline Row - Application Amendment
3. Northline Row - Concept Plan (Reduced) - 3rd Submittal_08.04.26
4. Northline Row - Elevations_08.04.26
5. Northline Row R26-08 Community Meeting Report Package
6. Northline Row - Engineering Report - 9 1 26

Application Summary

Case Number/Project Name: R26-08 Northline Row Townhomes
Project Address: 17149, 17145, 17137, 17131, 17121, 17111 Old Statesville Road
Proposed Zoning: **Transit-Oriented Development - Residential-Conditional District (TOD-R-CD)**
Proposed Land Use: Townhomes
Applicant: Veer Development, LLC
Property Owner: Brenda and Timothy Roy, and Glory Church World Outreach Ministries, Inc.
Staff Contact: **Brad Priest, 704-766-2211 (bpriest@huntersville.org)**



Site Data

Acreage (+/-): 9.1 acres
Parcel Numbers: 00543137, 00543136, 00543135, 00543132, 00543131, 00543133
Current Zoning: **Neighborhood Residential (NR)**
Current Land Use: Residential – Single Family
Proposed Building Type: Townhome
Proposed Lot Type: Townhome

Adjoining Zoning and Land Uses

North: **Traditional Neighborhood Development - Urban (TND-U)**; *Overlay district, Caldwell Station Townhomes and Apartment Buildings*
South: **Neighborhood Residential (NR)**; *Residential Single Family*
East: **Transit-Oriented Development - Residential (TOD-R)**; *Mixed Use Commercial, Apartments, and Townhomes; future Redline Commuter Rail Stop across HWY 115.*
West: **General Residential (GR)**; **Neighborhood Residential (NR)**; *Residential Single Family*

Project Description

The applicants are requesting to rezone several existing parcels to Transit Oriented Development Residential Conditional District (TOD-R-CD) to establish a 100% attached townhome development.

Update Status

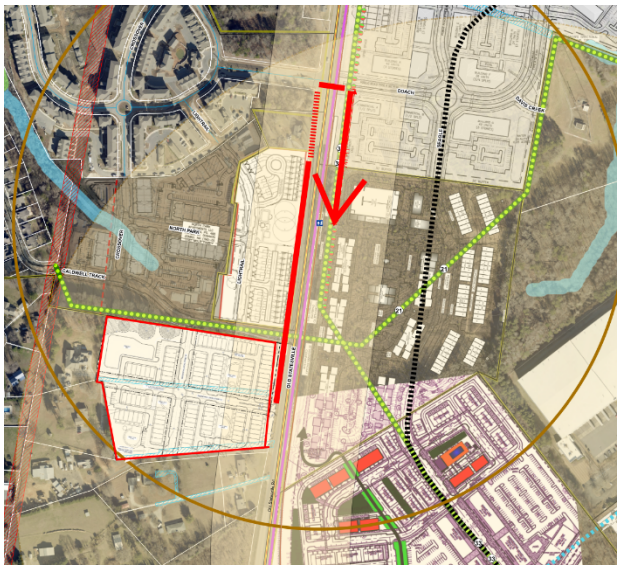
- Public Hearing: The public hearing was scheduled for August 4, 2026. The applicants requested the hearing be continued to September 1st, 2026 to amend their application from a proposed NR-CD district to a TOD-R-CD district. The hearing was readvertised and renotified for the change in zoning district. Staff has reviewed the new plan submitted with the new district proposed.

This staff report removes discussion of the August report that no longer apply and only mentions the applicable TOD requirements below.

- Planning Board: The case is scheduled to be heard by the Planning Board September 22nd, 2026.

Rezoning/Site Plan

Transit Oriented Development (TOD) District : *Applicant has not met the intent.*



- Proposed: The development is within the ½ mile "catchment area" of the proposed rail station as required by Article 3.2.13 of the Zoning Ordinance.
- Staff comments: Article 3.2.13 states: *"Intent: The transit-oriented residential district is established to support higher density residential* ***communities that include a rich mix of retail, restaurant, service, and small employment uses within a pedestrian village format****. Land consuming uses, such as large lot housing and large retail outlets are excluded from this district. The TOD-R may be located on developable and redevelopable parcels generally found within the 1/2 mile catchment area of designated rapid transit station sites. Nothing in these regulations shall preclude application of the TOD-R beyond the 1/2 mile radius when site-specific development plans* ***demonstrate efficient resident access to a rapid transit station****.* The district establishes a primarily residential village within a 10-minute walk of a designated rapid transit station that serves a residential population of sufficient size to constitute an origin and destination for purposes of rapid transit service." (**bold/underline by staff**)

- Although the development is just inside the proximity of the rail station as required by the ordinance, its physical relationship to the station and the "rich mix of retail, restaurant, services… uses" to the east are significantly constrained by:

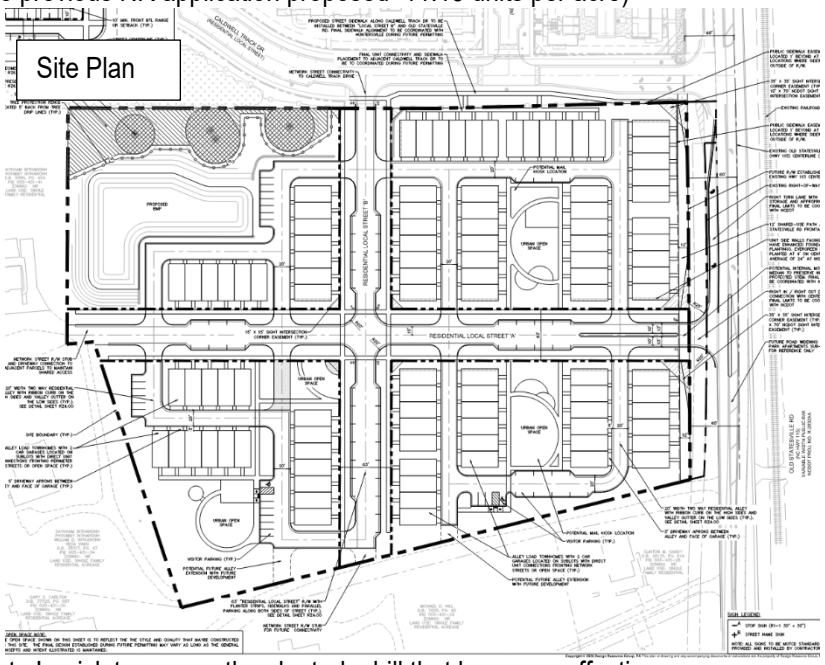
    - Incomplete infrastructure (sidewalk west of HWY 115 to Coach Lane),
    - An up to 4 lane highway expansion of HWY 115),
    - The railroad tracks, and
    - The proposed grade separated bridge for the commuter rail.

    It is staff's opinion that these barriers and the potential unpleasant pedestrian experience to reach needed services, substantially diminishes the property's functional pedestrian connection to the proposed TOD village. *In short, although within the ½ mile catchment area, the location of this development is unlikely to encourage the pedestrian activity desired with a TOD development*.

- Therefore, if the Town Board is interested in expanding Transit Oriented Development (TOD) west of HWY 115, staff recommends further study of opportunities to improve connectivity between the western development areas and the TOD village to the east. In particular, a pedestrian crossing midway between HWY 73 and Coach Lane, potentially through a pedestrian tunnel may be appropriate to meet that goal.

Density: ***Applicant does not meet the requirement.***

- Proposed: 14.3 units per acre (net streets calculation for TOD; other zoning districts use gross density calculations for determining density. The previous NR application proposed 11.13 units per acre)
- Staff comments: Article 3.2.13 D 4 requires a minimum average density of 15 units per acre for TOD-R developments. The applicants will need to ask for a modification for the current plan or add units to the application. Additionally, staff has concerns that TOD in this specific application could be inappropriate. Please see above.



Parking: ***Applicant has met the requirement.***

- Proposed: The development proposes a total of 276 parking spaces; 46 on street spaces, 28 standard parking lot spaces, and 202 parking spaces through 2-car attached garages in each townhome unit.
- Staff comments: The North Carolina State Legislature recently adopted a bill that becomes effective January 1, 2027. The bill will remove the ability for local government to require minimum parking spaces for development. Currently, the requirement for parking is 1 space per unit in TOD developments. With 101 units, the parking requirement would be 101 spaces. TOD also has a maximum space count, of 2 spaces per unit. The applicants are over this number with 276, however most of the parking spaces counted are interior garage spaces (202). Staff finds this acceptable as the intent is to limit surface parking spaces not garages.

Building Height/Scale: ***Applicant has met the requirement.***

- Proposed: Concept elevations have been submitted in the updated plan showing 3 story townhomes.
- Staff comments: Article 3.2.13 F 3 allows buildings up to 13 stories in TOD-R. Therefore the 3 story buildings meet the building height requirements of the ordinance.

Illustrative Townhome Elevations

Architectural Elevations: ***Applicant could meet the requirement.***

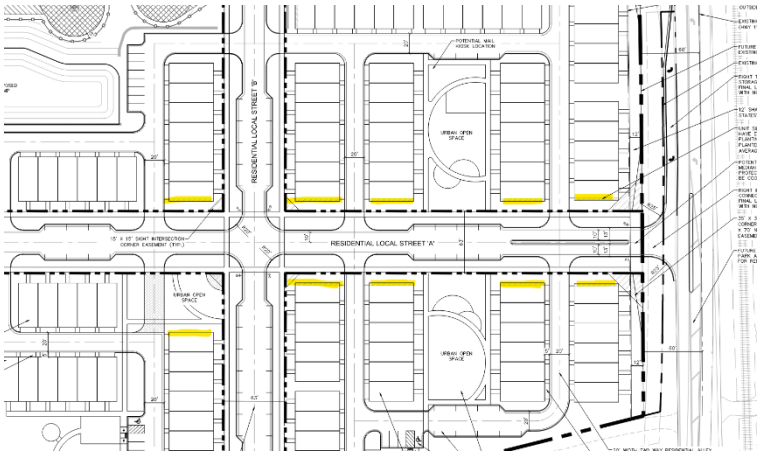
- Proposed: Concept elevations have been submitted in the updated plan showing 3 story townhomes.
- Staff comments: Staff recommends further architectural design for the homes to include deeper building offsets, raised first floors, and usable front porches per the Huntersville Design Guidelines and Policy 9.1 of the Huntersville 2040 Plan.

Buffers: ***Applicant has met the requirement.***

- Proposed: Since the application is now a TOD proposed development, the applicants have removed the buffers that were on the last NR zoning submittal.
- Staff comments: Standard buffers in Article 7 of the Zoning Ordinance do not apply for TOD development per Article 7.5.2. However, Article 3.2.13 F 6 requires buffers for edge conditions when the TOD is adjacent to a subdivision of 20 or more lots. Since this application is adjacent to only about 7 large lot single family homes, no buffers apply. However, staff recommends that some buffer/screening is appropriate since the proposed land uses and densities are so dissimilar. Please see "Consistency with Existing Development" below on page 8 for further discussion.

Open Space: ***Applicant has met the requirement.***

- Proposed: In the Transity Oriented Development (TOD) zoning district, urban open space is required to be within ¼ mile of every lot. The proposed plan meets the minimum requirement.
- Staff comments: However, although the open space amount meets the minimum of the ordinance, there is a significant number of proposed townhomes that front on urban open space in the development rather than on public streets. Article 8.1.4, states that this is permitted, but only when "*the off-street placement of uses does not diminish the orientation of building fronts to the public street*". Or in other words, units fronting on urban open space should not negatively affect the streetscape of public streets. Due to the high number of units fronting urban open spaces, most of the main entrance street does not have the front door and front elevations facing the street but has building sides facing the street (see highlighted sides of homes fronting along "Local Street A"). Such an orientation could "diminish the orientation of building fronts on the public street". Therefore, staff recommends the side elevations along the public streets be architecturally improved over and above the minimums of the ordinance. See also Policy 8.2 of the Huntersville 2040 Plan discussion below. The applicants note in the updated submittal that shrub plantings would be planted along these frontages, with no architectural improvements proposed.



Build-To Lines: ***Applicant has met the requirement.***

- Proposed: The application proposes a 10–25-foot build to line for the front of the units.
- Staff comments: This meets the ordinance standards for Townhomes in Article 4.11.

Tree Save: ***Applicant could meet the requirement.***

- Proposed: The applicants tree save plan is still under review.
- Staff comments: The tree save plan from the last submittal has not been updated. However, the updated site plan shown indicates an increase in the undisturbed area near the existing specimen trees of the site. TOD zoning only requires a 30% specimen tree save requirement (Article 7.4.2 F), and no canopy save as it's a mixed-use district. Staff recommends all the sheets be updated to ensure compliance with the ordinance.

Vesting: ***Applicant could meet the requirement.***

- Proposed: The application seeks vesting of the conditional rezoning plan for a period of 5 years from approval.
- Staff comments: State statute allows vesting for 2 years after approval. Staff has no objections to the requested additional vesting request.

Conditional Notes: ***Applicant has met the requirement.***

- Proposed: See sheet "RZ0.00" of the rezoning plan.
- Staff comments: Staff has no objections to the proposed rezoning notes.

Minor Outstanding Comments: ***Applicant could meet the requirement.***

- Staff comments: Planning staff requests that the minor comments outlined in the application review be addressed. Additionally, several sheets of the plan have not been updated on the last submittal. Staff recommends they be updated and submitted prior to the Planning Board meeting.

Transportation Comments: ***Applicant has met the requirement.***

- Staff comments: Town Engineering has determined that a Traffic Impact Analysis (TIA) is not required by the Town of Huntersville. Please see the engineering memo attached in the agenda packet. NCDOT is also not requiring a TIA for the development.

Applicant Modification Requests

Modification Request: *Townhome Development*

- Applicable Zoning Requirements: Article 3.2.13
- Zoning Comments: The TOD-R district does not currently permit townhomes as a building type.

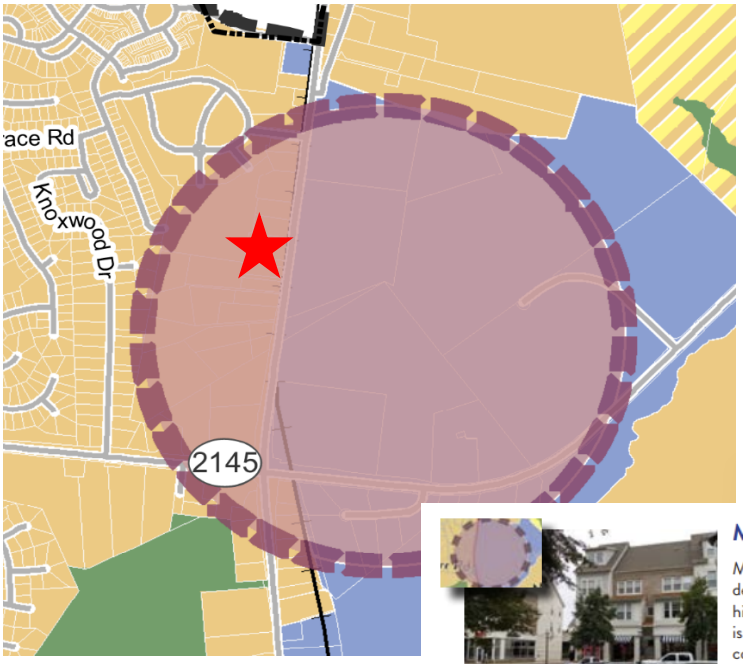
Staff Recommendation: *Staff recommends approval*

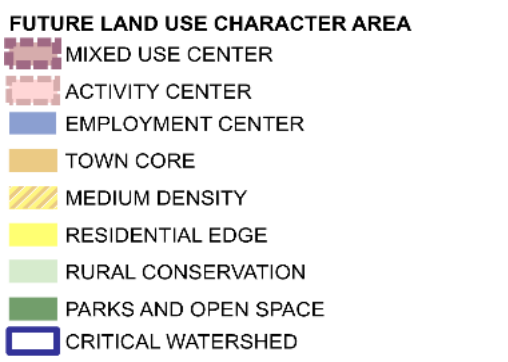
- Staff Comments: Townhome units provide a different lot size, building type, and price point for residents within a TOD development and as a building type, are appropriate in the TOD district. However, the zoning ordinance requires a minimum density of 15 units per acre for TOD developments, and the current proposal achieves only 14.3 units per acre with townhomes only. While staff supports the inclusion of the townhome building type in the TOD district, it may be difficult to reach the intended density without a multifamily component for this specific application. Alternatively, the applicants could request an additional density modification from the zoning ordinance through the CD rezoning process.

Rezoning Criteria – Zoning Ordinance, Article 11.4.7 (d)(e)

Comprehensive Plan: Huntersville 2040 Community Plan

Future Land Use Map: *Supports Rezoning*





Mixed-Use Centers

Mixed-Use Centers contain vertical mixed-use along key frontages. New development includes wide sidewalks, buildings are close to the street with high levels of transparency, and parking is located in the rear. A mix of housing is allowed, including urban options throughout (apartments, townhomes, cottage homes, etc.). Downtown has specific requirements for streetscape and development intensity, including a maximum first floor footprint.

Policy Recommendations*: Support rezoning*

- **<u>Policy LU 1.1</u>: Utilize the Future Land Use Map during development approval process to ensure compatibility with long-range plans.**
  - Staff comments: The proposed rezoning plan is located inside a "Mixed Use Center" where higher densities would be appropriate. It's also possible that south of the site and closer to the intersection of Sam Furr Road and Old Statesville Road, further commercial development could be established creating a mixed-use center at the intersection.
- **<u>Policy LU-2.1</u>: Higher intensity residential uses will be focused generally within two miles of the I-77/NC-115 corridor and future activity centers in the eastern and western areas of Huntersville zoning jurisdiction**.
  - Staff comments: The proposed location is appropriately located for higher intensity residential between I-77 and NC-115.
- **<u>Policy LU-5</u>: Focus more intense development in locations that can support growth.**

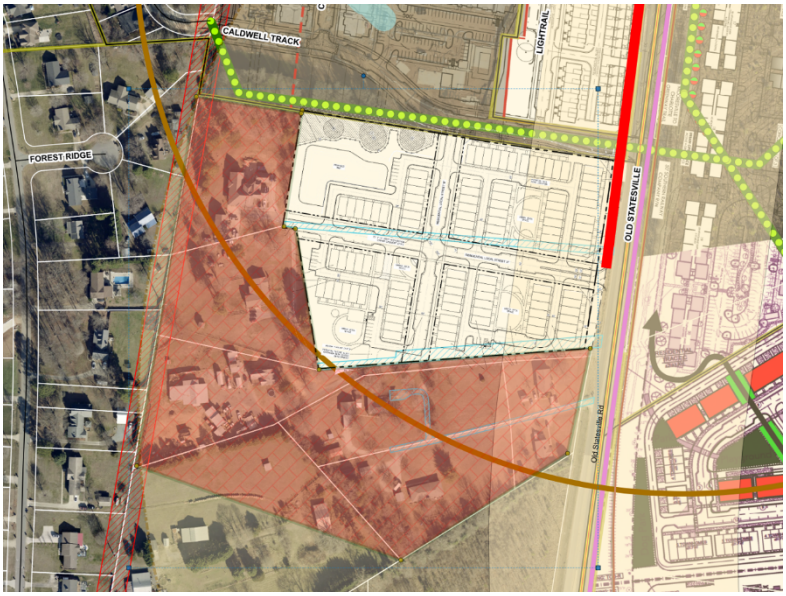
- Staff comments: The location of the development is at the intersection of two thoroughfares and immediately west of the proposed Redline Commuter Rail Station, as well as the future Seam Trail Greenway.

Policy Recommendations – *Do not support rezoning*

- **Policy LU-6.1: A mix of land uses is encouraged in… Mixed-Use Centers…as identified on the Future Land Use Map.**
  - Staff comments: The proposed application is located in a Mixed-Use Center but proposes only residential uses. While future possible development to the south could include commercial uses and ultimately create a mixed-use area, no such development is currently planned. Additionally, it is unknown whether the street network established by the proposed development will be conducive for market driven commercial development immediately to the south.
- **Policy LU 7.1: …Accommodate a mix of uses and/or housing types**.
  - Staff comments: The proposed plan does not include a mixture of uses or housing types. Only townhomes are proposed currently.
- **Policy LU 8.2**: **Evaluate and strengthen incentives to encourage the achievement of higher design standards (Excellence in Design Box on Page 66).**
  - Staff comments: The CD rezoning application proposes a significant increase in density through the requested Transit Oriented Development (TOD) zoning designation. As discussed above, the TOD district may not be well suited to the context of the surrounding development. However, the 2040 Plan and Article 3.1.2 of the Zoning Ordinance provides the Town Board some flexibility, through the CD rezoning process, to modify ordinance standards for projects that demonstrate a "public benefit" or "excellence in design".
  - To achieve the above, the applicants are currently proposing 4 housing units to be provided as affordable housing at 100% Area Median Income (AMI) for a period of 30 years. While this provides a public benefit and is appreciated, staff recommends further public benefit is needed to meet this policy.
  - Some examples of further public benefit include but are not limited to the following below.
    - Mixture of uses and lot types within the development.
    - Additional amount of affordable housing units dedicated (~10% of total).
    - Contribution of funds to any potential public infrastructure project improvements in the area (pedestrian connection east to the rail station?).
    - Extraordinary urban open space design and programming.
    - Excellent architectural elevations, with durable exterior materials.
    - Unique and extraordinary storm water pond amenitization.
    - Public art installation at key intersections/urban open space.

- **<u>Policy LU 9.1</u> In…Mixed Use Centers…neighborhoods should adhere to the following design principles: Front porches and recessed garages are encouraged**.
    - Staff comments: Elevations have been submitted for review and are included in the agenda packet. Although the units shown include canopies on the front façade, it is unclear if usable front porches are proposed.
- **<u>Policy LU-11.1</u> Protect and enhance the unique character of Huntersville's neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment**.
    - Staff comments: As the application is now requesting a TOD rezoning, buffers are not required by the zoning ordinance. However, staff recommends that some form of screening or visual separation be provided between the proposed development and existing adjacent single-family homes. The absence of any screening or visual separation may create inconsistency with existing development. Additionally, the two lots immediately to the west of the proposed development are "squeezed" between the proposed development and an existing neighborhood to their west. The proposed development may limit redevelopment opportunities in the future for these two adjacent lots.

Consistency with Existing Development:



Staff Findings: The proposed townhome development is consistent in character with the adjacent development to the north and east. Caldwell Station apartments and townhomes are constructed and/or approved to the north. East of HWY 115 the Station South and Knox Crossing mixed-use developments are approved for future construction. See context map attached.

However, immediately west and south of the site, large lot single family residential uses remain; thus, the higher intensity development would not be consistent with these adjacent uses (see parcels highlighted in red attached). When adjacent densities and land uses are not compatible, buffers and visual separations can assist in creating improved compatibility. The applicants are no longer showing any buffers on their plan, however.

Additionally, the functionality of any potential screening along the perimeter of the property is in question due to site plan conflicts.

Staff believes a fundamental challenge with the proposed development is the limited size and configuration of the tract. The relatively small development area requires a higher density to achieve the unit count objectives of the developer, which leaves limited space to provide meaningful transitions and buffers from adjacent uses, restricts opportunities to achieve an exceptional level of design, reduces potential tree save on the site, and may limit the future redevelopment potential of adjacent properties (western home lot "squeeze" between developments). Staff recommends the proposed development would benefit from a larger and more cohesive development area, which could provide greater flexibility and improved consistency with adjacent development.

Adequacy of Public Facilities and Services: (Roadways, Transit Service, Public Safety, Schools, Utilities, Storm Drainage)

- Staff Findings: Please find the engineering staff memo included in the agenda packet. Engineering has determined that the proposed use did not produce the trip threshold to require a Huntersville Traffic Impact Analysis (TIA). NCDOT is also not requiring a Traffic Impact Analysis.

Impact on Sensitive Resources: (Archaeological, Environmental, Historical, Cultural)

- Staff Findings: None identified.

Staff Recommendation: *Denial*

- Staff comments: Staff does not object to the general intensification of the area in question. However, staff recommends denial of the application for the following reasons:
  - Lack of a mixed-use development in a Huntersville 2040 Plan Mixed Use Center.
  - Transit Oriented Development (TOD) challenges; density requirement, and pedestrian connection difficulties to the rail station east of HWY 115.
  - Incompatibility with existing adjacent large lot single family residential uses.
  - Limited public benefit and/or excellence in design.
  - The limited size of the development and its infrastructure may restrict future development flexibility.
  - The proposal is inconsistent with several noted policies of the Huntersville 2040 Plan.

Public Notices/Meetings/Comments:

Community Meeting: The applicant hosted one meeting with the community on June 9th, 2026. The applicant's report is attached.
Public Notice: Staff confirms that the public notice postcard, rezoning sign, and legal ad were all placed.
Public Comments: As of the date of this staff report, staff have not received phone or written comments on this application.
Public Hearing: Continued on August 4th to September 1, 2026

Planning Board: September 22nd, 2026

- Motion to be added when available

Final Action: October 20, 2026

Attachments

Draft Motion Worksheet
Attachment A – Rezoning Application
Attachment B – Site Plan
Attachment C – Engineering Memo
Attachment D – Proposed building elevations

Draft Motion Worksheet

Motion to recommend APPROVAL

In considering the proposed rezoning application <<CASE_PROJECT>>, the <<MEETING_TYPE>> recommends APPROVAL of the rezoning plan with the following conditions:

_____

Including the following modifications: _____

_____

_____

_____

_____

The Planning Board finds the rezoning request to be consistent with the Huntersville 2040 Community Plan, including Policies _____

_____,

because _____.

It is reasonable and in the public interest to approve the rezoning because

_____

_.

Motion to recommend DENIAL

In considering the proposed rezoning application <<CASE_PROJECT>>, the Planning Board recommends DENIAL of the rezoning plan.

The Planning Board finds the rezoning request to be consistent with the Huntersville 2040 Community Plan, including Policies _____

_____,

because _____.

It is reasonable and in the public interest to approve the rezoning because

_____

_.

Town of Huntersville
NORTH CAROLINA

General Application

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

1. Application Type

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

☐ Change of Use ☐ Commercial Site Plan ☒ Conditional Rezoning ☐ General Rezoning ☐ Master Signage Program ☐ Special Use Permit ☐ Revision to Original Project # _____ ☐ Other _____	SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance ☒ Sketch Plan ☐ Preliminary Plan ☐ Final Plat (Includes Minor Subdivision) ☐ Exempt Subdivision ☐ Final Plat Revision ☐ Farmhouse Cluster

2. Project Data

Date of Application 08-01-2026

Name of Project Sam Furr Townes Phase # (if subdivision) _____

Project Address 17149 OLD STATESVILLE RD HUNTERSVILLE NC 28078

Parcel Identification Number(s) (PIN) 00543137, 00543136, 00543135, 00543132, 00543131, 00543133

Current Zoning District NR Proposed District (for rezoning only) TOD-R (CD)

Property Size (acres) +/- 9.10 Street Frontage (feet) 458

Current Land Use Residential and Vacant

Proposed Land Use(s) Single Family Residential - Attached

Is the project within Huntersville's corporate limits?
Yes X No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

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

Proposed single-family attached development of approximately 110 townhomes.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at https://www.huntersville.org/528/Permits-Process.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name Veer Development LLC Phone 917-655-9873

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

☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title Managing Member Email parmeet@veerdevelopment.com

Address of Applicant PO BOX 78134 CHARLOTTE NC 28271

7. Property Owner (if different than applicant)

*Printed Name See Attached. Phone _____

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner _____

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

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

8. Development/Design Firm Contact Information

Design Resource Group (DRG)	Nick Bushon	248-379-6903	nick@drgrp.com
Development Firm	Name of Contact	Phone	Email
Design Firm	Name of Contact	Phone	Email

Contact Information

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

Phone: 704-875-7000
Fax: 704-992-5528
Physical Address: 105 Gilead Road, Third Floor
Website: https://www.huntersville.org/228/Planning-Department

Town of Huntersville
NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 08-01-2026 EPM Number _____

Name of Project Sam Furr Townes Phase # (if subdivision) _____

Parcel Identification Number(s) (PIN) 00543137, 00543136, 00543135, 00543132, 00543131, 00543133

Additional Owners/Applicants: (Signature Indicates intent that this page be affixed to Application.)

* ^ Printed Name of Signer Brinda Hager Roy (aka Brenda Hager Roy) Phone Number 704-724-9063

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature Brinda Hager Roy

Title Property Owner Email timroy@icloud.com

Address of Property Owner/Applicant 17149 OLD STATESVILLE RD HUNTERSVILLE NC 28078

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* ^ Printed Name of Signer Timothy J Roy Sr Phone Number 704-450-8126

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature Timothy J Roy Sr

Title Property Owner Email timroy@icloud.com

Address of Property Owner/Applicant 17149 OLD STATESVILLE RD HUNTERSVILLE NC 28078

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* ^ Printed Name of Signer Pastor Mercy Jones Phone Number _____

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title Church's Representative Email Pmmi4christ@gmail.com

Address of Property Owner/Applicant P.O. Box 481300

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

Town of Huntersville NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 08-01-2026 EPM Number _____

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Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

* ^ Printed Name of Signer Brinda Hager Roy (aka Brenda Hager Roy) Phone Number 704-724-9063

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

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Signature _____

Title Property Owner Email timroy@icloud.com

Address of Property Owner/Applicant 17149 OLD STATESVILLE RD HUNTERSVILLE NC 28078

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* ^ Printed Name of Signer Timothy J Roy Sr Phone Number 704-450-8126

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

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Signature _____

Title Property Owner Email timroy@icloud.com

Address of Property Owner/Applicant 17149 OLD STATESVILLE RD HUNTERSVILLE NC 28078

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* ^ Printed Name of Signer Pastor Mercy Jones Phone Number _____

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

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Signature _____

Title Church's Representative Email Pmmi4christ@gmail.com

Address of Property Owner/Applicant P.O. Box 481300

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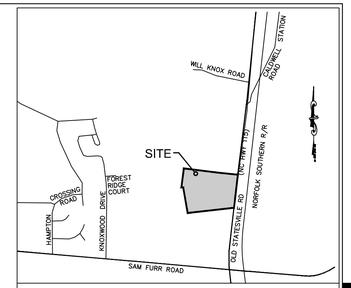
NORTHLINE ROW (HWY 115)

17149 OLD STATESVILLE ROAD, HUNTERSVILLE, NC 28078

VEER DEVELOPMENT LLC
10215 PINECROFT CREEK LANE, MATTHEWS, NC 28105

Know what's below.
Call before you dig.



VICINITY MAP
NOT TO SCALE

REZONING CONCEPT PLAN

REZONING NOTES:

1. REZONING PETITION. THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS ("DEVELOPMENT STANDARDS") ASSOCIATED WITH THE REZONING PETITION (THE "REZONING PETITION") FILED BY VEER DEVELOPMENT LLC ("PETITIONER") ON AUGUST 01, 2026 (THE "FILING DATE") AS REZONING PETITION R-26-08 & SKETCH PLAN (THE "REZONING PLAN) FOR APPROXIMATELY 8.80 ACRE TRACT OF LAND, IDENTIFIED ON THIS SITE PLAN AS NORTHLINE ROW (THE "PROJECT") IN CONNECTION WITH TAX PARCEL NUMBERS 00543131, 00543132, 00543133, 00543135, 00543136, AND 00543137 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO CONVERT THE ZONING CLASSIFICATION OF THE PROPERTY FROM THE NEIGHBORHOOD RESIDENTIAL (NR) ZONING DISTRICT TO TOD-R(CD) IN ACCORDANCE WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS, THE REZONING PLAN AND THE PROVISIONS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE (THE "ORDINANCE").

2. DEVELOPMENT STANDARDS. DEVELOPMENT OF THE PROPERTY WILL BE GOVERNED BY THESE DEVELOPMENT STANDARDS, WHICH ARE PART OF THE REZONING PETITION, AND THE APPLICABLE PROVISIONS OF THE ORDINANCE IN PLACE ON THE FILING DATE. SUBJECT IN ALL RESPECTS TO THE RIGHTS OF THE PETITIONER UNDER THE PERMIT CHOICE ACT, N.C.G.S. 143-755, THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE FILING DATE GOVERN DEVELOPMENT OF THE PROPERTY AS SHOWN ON THE REZONING PLAN UNLESS THE REZONING PLAN ESTABLISHES A MORE STRINGENT STANDARD(S) OR UNLESS OTHERWISE NOTED ON THE REZONING PLAN OR IN THESE DEVELOPMENT STANDARDS.

3. SCHEMATIC NATURE OF REZONING PLAN; THE LOTS, PROPOSED IMPROVEMENTS, ROADS, DRIVEWAYS AND URBAN OPEN SPACE. THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. THE EXACT LOCATIONS AND ARCHITECTURE OF THE UNITS AND BUILDINGS MAY BE MODIFIED, AS APPROVED BY PLANNING STAFF, DURING THE DESIGN, ENGINEERING, AND CONSTRUCTION PHASES OF THE DEVELOPMENT SO LONG AS SUCH MODIFICATIONS ARE WITHIN THE BOUNDARIES OF THE CONDITIONAL DISTRICT REZONING AND COMPATIBLE AND IN HARMONY WITH THE GENERAL LAYOUT OF THE REZONING PLAN.

4. PHASING. THE DEVELOPMENT OF THE PROPERTY SHALL BE CONSTRUCTED AS A SINGLE PHASE. ALL REQUIRED INFRASTRUCTURE, INCLUDING STREETS, UTILITIES, STORMWATER FACILITIES, PEDESTRIAN AND VEHICULAR CONNECTIONS, PARKING, TREE SAVE, OPEN SPACE, AMENITY AREAS, AND LANDSCAPING, SHALL BE PROVIDED TO SERVE THE DEVELOPMENT AND COMPLETED PRIOR TO OR CONCURRENT WITH ISSUANCE OF CERTIFICATES OF OCCUPANCY, UNLESS OTHERWISE BONDED OR FINANCIALLY GUARANTEED IN ACCORDANCE WITH APPLICABLE TOWN REQUIREMENTS. TRANSPORTATION MITIGATION SHALL BE COORDINATED WITH NCDOT AND THE TOWN DURING PERMITTING AND CONSTRUCTION.

5. VESTED RIGHTS. THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN, AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS. DUE TO THE SIZE OF THE PROJECT, PHASING, AND LEVEL OF INVESTMENT, APPROVAL OF THIS CONDITIONAL REZONING SHALL CONSTITUTE ESTABLISHMENT OF VESTED RIGHTS IN THE LANDOWNER (AND ITS SUCCESSORS OR ASSIGNS) FOR A PERIOD OF FIVE YEARS AS PERMITTED BY N.C. GEN. STAT. § 1600--108.1.

6. PERMITTED USES. THE PROPERTY MAY BE DEVELOPED FOR ANY USES (INCLUDING ACCESSORY USES) PERMITTED IN THE TOD-R ZONING DISTRICT, INCLUDING MULTI-FAMILY RESIDENTIAL, AND ATTACHED RESIDENTIAL, SUBJECT TO THE DEVELOPMENT STANDARDS AND APPLICABLE ORDINANCE REQUIREMENTS ASSOCIATED WITH SUCH USES. ANY LABELLING OR TABLES SHOWN ON THE REZONING PLAN MAY BE AN INDICATION OF THE CURRENT INTENTION ON THE PART OF PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT NOTES.

7. ACCESS. THE NUMBER OF SITE ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO ROADS ARE SCHEMATIC IN NATURE. TO THE EXTENT PERMITTED BY APPLICABLE DRIVEWAY PERMIT REQUIREMENTS, FUTURE DRIVEWAYS, ACCESS POINTS AND ROAD CONNECTIONS MAY CROSS THE SETBACK AND SHALL NOT REQUIRE A REZONING OF THE PROPERTY BUT SHALL OTHERWISE COMPLY WITH APPLICABLE DRIVEWAY PERMIT REQUIREMENTS. CROSS ACCESS AND PARKING EASEMENTS SHALL BE GRANTED AS NEEDED TO PROVIDE ACCESS OVER SHARED DRIVEWAYS AND RIGHTS TO SHARED PARKING. REQUIRED PARKING MAY BE CALCULATED ACROSS MULTIPLE LOTS AS LONG AS REASONABLE ACCESS IS PROVIDED. FRONTAGE MAY BE ALTERED OR REORIENTED TO ADDRESS URBAN OPEN SPACE WITHOUT THE REQUIREMENT OF A REZONING OR AMENDMENT TO THIS REZONING PLAN.

8. SUBDIVISION. PURSUANT TO ARTICLE 11.4.7.L OF THE ORDINANCE, WHICH ALLOWS FOR A CONCURRENT SUBDIVISION SKETCH PLAN AND REZONING REVIEW PROCESS, THIS PETITION SHALL CONSTITUTE AS THE SKETCH PLAN REVIEW FOR SUBDIVISION PURPOSES. THEREFORE, THE PROPERTY IS ONE DEVELOPMENT AND MAY BE SUBSEQUENTLY SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION FOLLOWS APPLICABLE LAW INCLUDING SUBDIVISION REGULATIONS AND THE SUBDIVISION IS CONSISTENT WITH THE REZONING PLAN. HOWEVER, RECOMBINATION, CONDOMINIUMIZATION OR REDUCTION IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE. DEVELOPMENT STANDARDS, REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN, SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED BE MET BY INDIVIDUAL PARCELS. FURTHER INTENSIFICATION, OR MAJOR CHANGES WOULD REQUIRE A REZONING.

9. STREET IMPROVEMENTS. PETITIONER SHALL BE REQUIRED TO INSTALL SIDEWALKS, STREET TREES, PLANTING STRIPS, OR OTHER STREET IMPROVEMENTS AS A CONDITION OF THE APPROVAL OF THIS REZONING PLAN AS SPECIFICALLY SHOWN ON THE REZONING PLAN AND AS REQUIRED BY THE ORDINANCE, SUBDIVISION ORDINANCE, APPLICABLE HUNTERSVILLE/NCDOT, OR DRIVEWAY PERMIT REQUIREMENTS. STREET TREE LOCATIONS, SIDEWALKS, PLANTING STRIPS AND PARKING ARE SUBJECT TO CHANGE DURING THE CONSTRUCTION PLAN PHASE AS REQUIRED BY PETITIONER AND TO SATISFY THE TOWN'S ENGINEERING STANDARDS AND PROCEDURES MANUAL.

10. LANDSCAPING/BUFFERS. REQUIRED LANDSCAPING WILL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN. THE REQUIRED LANDSCAPING MAY BE MODIFIED ACCORDINGLY, SUBJECT TO STAFF REVIEW AND APPROVAL.

11. OPEN SPACE. PROGRAMMED OPEN SPACE AREA(S) WILL BE PROVIDED ON SITE AS GENERALLY DEPICTED ON THE REZONING PLAN AND WILL BE DESIGNED USING THE STANDARDS OF THE TOWN OF HUNTERSVILLE DESIGN GUIDEBOOK AND ARTICLE 7.11 OF THE ZONING ORDINANCE.

12. BMP DESIGN. THE DESIGNS FOR THE BMPS SHOWN ON THE REZONING PLAN SHALL BE FINALIZED DURING THE CONSTRUCTION PHASE AND SHALL BE COMPLETED AS A PART OF THE INFRASTRUCTURE IMPROVEMENTS. STORMWATER LINES AND FACILITIES ARE PERMITTED WITHIN PUBLIC RIGHT-OF-WAY CONSTRUCTED AS A PART OF THE PROJECT AND AS SHOWN ON PRELIMINARY PLANS.

13. BINDING EFFECT OF THE REZONING DOCUMENTS AND DEFINITIONS. IF THIS REZONING APPLICATION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE USE AND DEVELOPMENT OF THE PROPERTY IMPOSED UNDER THESE DEVELOPMENT STANDARDS AND THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF PETITIONER AND THE CURRENT AND SUBSEQUENT OWNERS OF THE PROPERTY AND THEIR RESPECTIVE SUCCESSORS IN INTEREST AND ASSIGNS. THROUGHOUT THESE DEVELOPMENT STANDARDS, THE TERM "PETITIONER" SHALL BE DEEMED TO INCLUDE THOSE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST AND ASSIGNS TO WHOM PETITIONER EXPRESSLY ASSIGNS ITS RIGHTS HEREIN OR OWNERS OF THE PROPERTY FROM TIME TO TIME WHO MAY BE INVOLVED IN ANY FUTURE DEVELOPMENT THEREOF.

14. APPROVAL. APPROVAL OF THIS REZONING PLAN DOES NOT IMPLY OR GUARANTEE APPROVAL OR VESTING OF THE PRELIMINARY CONSTRUCTION PLAN, WHICH WILL BE REVIEWED FOR COMPLIANCE IN ACCORDANCE WITH ALL APPLICABLE TOWN, COUNTY AND STATE REGULATIONS IN EFFECT AT THE TIME OF SUBMITTAL.

15. ATTAINABLE HOUSING. AT LEAST FOUR (4) ATTAINABLE HOUSING UNITS SHALL BE PROVIDED AMONG THE RESIDENTIAL UNITS AS SHOWN ON THE REZONING PLAN FOR A PERIOD OF THIRTY (30) YEARS THAT WILL BE AVAILABLE TO HOUSEHOLDS EARNING LESS THAN 100% OF THE AREA MEDIAN INCOME

16. ADDITIONAL CONDITIONS

a. THE REZONING PLAN IS SUBJECT TO ANY NCDOT COMMENTS AND REVISIONS AND PETITIONER AGREES TO INSTALL ALL IMPROVEMENTS REQUIRED BY NCDOT AS SHOWN ON SHEET RZ2.00

b. PETITIONER COMMITS TO THE OPEN SPACE PROGRAMMING CONCEPTS SHOWN ON THE LANDSCAPE PLANNING PAGES; DETAILS OF PROGRAMMING SHALL BE DETERMINED DURING THE DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE PROJECT.

17. MODIFICATIONS TO STANDARDS: PURSUANT TO SECTION 11.4.7(K) OF THE ORDINANCE, THE STANDARDS OF THE ORDINANCE ARE MODIFIED TO PERMIT THE FOLLOWING:

a) A MODIFICATION TO ARTICLE 3.2.13 TO ALLOW ALL TOWNHOMES AS APPROVED BUILDING TYPES IN TOD-R ZONING DISTRICT

SITE DEVELOPMENT DATA

MUNICIPALITY:	HUNTERSVILLE
PARCEL #:	00543131, 00543132, 00543133, 00543135, 00543136, 00543137
EXISTING ZONING:	NR
PROPOSED ZONING	TOD-R(CD)
SITE AREA EXISTING:	±9.07 ACRES (±395,247 SF)
SITE AREA FUTURE:	±8.84 ACRES (±384,862 SF)
• PUBLIC STREET R/W =	±1.78 ACRES (±77,632 SF)
• ALLEY LIMITS =	±1.13 ACRES (±49,019 SF)
• RESIDENTIAL AREA =	±3.23 ACRES (±140,873 SF)
• OPEN SPACE =	±0.96 ACRES (±41,551 SF)
• TREE SAVE/BMP/OTHER =	±1.74 ACRES (±75,787 SF)
PROPOSED HOUSING:	101 UNITS (ATTACHED TOWNHOMES)
PARKING REQUIRED:	1.0 SP/UNIT MINIMUM, 2.0 SP/UNIT MAXIMUM
PARKING PROVIDED:	±36 PARALLEL SPACES (PUBLIC ONSTREET) ±10 INTERNAL PARALLEL SPACES ±28 STANDARD PARKING SPACES ±202 GARAGE SPACES ±276 TOTAL (2.73 SPU) (ONSTREET SPACES AND INTERNAL UNIT GARAGE SPACES APPLIED TO MINIMUM BUT NOT MAXIMUM)
BUILDING HEIGHT:	PER ORDINANCE
TREE PRESERVATION:	CANOPY TREE SAVE REQUIRED = 0.00 AC (0%) CANOPY TREE SAVE PROVIDED = 0.45 AC (5.14%) (SEE SHEET RZ1.00 AND RZ6.00 FOR DETAILS) SPECIMEN TREE SAVE REQUIRED = 3.6 TREES (30%) SPECIMEN TREE SAVE PROVIDED = 4 TREES (33%) (SEE SHEET RZ1.00 AND RZ6.00 FOR DETAILS) HERITAGE TREE SAVE REQUIRED = 100% HERITAGE TREE SAVE PROVIDED = 0% (NO HERITAGE TREES ON SITE)
TRASH AND RECYCLING:	ROLL OUT PICKUP (PUBLIC)

STORMWATER NOTE:
THIS DEVELOPMENT SHALL COMPLY WITH THE THE HUNTERSVILLE WATER QUALITY ORDINANCE

CONSULTANTS:

DEVELOPER:	VEER DEVELOPMENT 10215 PINECROFT CREEK LANE, MATTHEWS, NC 28105 917.655.9873
ARCHITECT:	TBD
LANDSCAPE ARCHITECT:	DESIGN RESOURCE GROUP, PA 1111 HAWTHORNE LANE CHARLOTTE, NC 28205 704.343.0608
CIVIL ENGINEER:	DESIGN RESOURCE GROUP, PA 1111 HAWTHORNE LANE CHARLOTTE, NC 28205 704.343.0608
SURVEYOR:	CLONINGER BELL SURVEYING AND MAPPING, PLLC 107 RIVERSIDE DR., MCADENVILLE, NC 28101 704.864.9007

SHEET SCHEDULE

NO.	SHEET TITLE	REV'N	DATE
RZ0.00	COVER SHEET		
RZ1.01	DEMOLITION PLAN AND TREE SURVEY		
RZ1.02	EXISTING SLOPE ANALYSIS PLAN		
RZ2.00	SITE PLAN		
RZ4.00	GRADING PLAN		
RZ4.50	STORM PLAN		
RZ5.00	UTILITY PLAN		
RZ6.00	REQUIRED PLANTING PLAN		
RZ6.10	UOS 1 ENLARGEMENT		
RZ6.11	UOS 2 ENLARGEMENT		
RZ6.12	UOS 3 ENLARGEMENT		
RZ6.13	UOS 4 ENLARGEMENT		

DESIGN RESOURCE GROUP
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
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NORTH CAROLINA CORPORATE SEAL C-95 C-2165 NCBELS DESIGN RESOURCE GROUP, P.A.

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No.1946 NICHOLAS BUSHEE

CONCEPT PLAN

NORTHLINE ROW (HWY 115)
17149 OLD STATESVILLE RD, HUNTERSVILLE, NC 28078
VEER DEVELOPMENT LLC
10215 PINECROFT CREEK LANE
MATTHEWS, NC 28105

COVER SHEET

0
SCALE: NTS

PROJECT #: 1179-003
DRAWN BY: VN
CHECKED BY: NB

APRIL 20, 2026

REVISIONS:
1. 06.29.26 - PER SITE UPDATES
2. 08.04.26 - PER SITE UPDATES

RZ0.00

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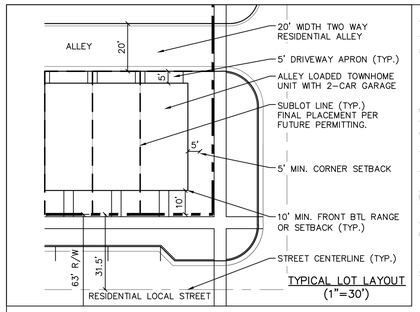
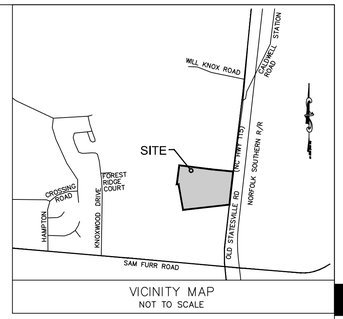
G:\DESIGN\ALL\179-003 VEER - HWY 115 SITE\WORK\RZ\RZ0 - PLOT SHEETS\RZ0-COVER.DWG



TYPICAL LOT LAYOUT
(1"=30')



VICINITY MAP
NOT TO SCALE

NORTH PARK APARTMENTS LLC
DB 37878/468
PID 005-443-30
ZONING: NR
LAND USE: MULTI FAMILY

NORTH PARK APARTMENTS SUB-455200

LIGHTRAIL LANE
(RESIDENTIAL LOCAL STREET)

CALDWELL TRACK DR
(RESIDENTIAL LOCAL STREET)

PROPOSED STREET SIDEWALK ALONG CALDWELL TRACK DR TO BE INSTALLED BETWEEN "LOCAL STREET B" AND OLD STATESVILLE RD. FINAL SIDEWALK ALIGNMENT TO BE COORDINATED WITH HUNTERSVILLE DURING FUTURE PERMITTING

FINAL UNIT CONNECTIVITY AND SIDEWALK PLACEMENT TO ADJACENT CALDWELL TRACK DR TO BE COORDINATED DURING FUTURE PERMITTING

NETWORK STREET CONNECTIVITY TO CALDWELL TRACK DRIVE

SPECIMEN TREE SAVED (TYP.) SEE RZ6.00 FOR MORE DETAIL

TREE PRESERVATION AREA (TYP.) SEE RZ6.00 FOR MORE DETAIL

SITE BOUNDARY (TYP.)

TREE PROTECTION FENCE LOCATED 5' BACK FROM TREE DRIP LINES (TYP.)

SAYKHAM INTHANONH
PHOUMMY INTHANONH
D.B. 6080, PG. 454
PID 005-431-41
ZONING: NR
LAND USE: SINGLE FAMILY RESIDENTIAL

PROPOSED BMP

RESIDENTIAL LOCAL STREET 'B'

POTENTIAL MAIL KIOSK LOCATION

URBAN OPEN SPACE

RESIDENTIAL LOCAL STREET 'A'

15' X 15' SIGHT INTERSECTION CORNER EASEMENT (TYP.)

NETWORK STREET R/W STUB AND DRIVEWAY CONNECTION TO ADJACENT PARCELS TO MAINTAIN SHARED ACCESS

20' WIDTH TWO WAY RESIDENTIAL ALLEY WITH RIBBON CURB ON THE HIGH SIDES AND VALLEY GUTTER ON THE LOW SIDES (TYP.). SEE DETAIL SHEET RZ4.00

SITE BOUNDARY (TYP.)

ALLEY LOAD TOWNHOMES WITH 2 CAR GARAGES LOCATED ON SUBLOTS WITH DIRECT UNIT CONNECTIONS FRONTING PERIMETER STREETS OR OPEN SPACE (TYP.)

5' DRIVEWAY APRONS BETWEEN ALLEY AND FACE OF GARAGE (TYP.)

SAYKHAM INTHANONH
PHOUMMY INTHANONH
WILLIAM D. INTHANONH
VEDA VANG
D.B. 38317, PG. 47
PID 005-431-34
ZONING: NR
LAND USE: SINGLE FAMILY RESIDENTIAL ACREAGE

VISITOR PARKING (TYP.)

POTENTIAL FUTURE ALLEY EXTENSION WITH FUTURE DEVELOPMENT

GARY S. CARLTON
D.B. 37725, PG. 687
PID 005-431-30
ZONING: NR
LAND USE: SINGLE FAMILY RESIDENTIAL ACREAGE

63' "RESIDENTIAL LOCAL STREET" R/W WITH PLANTER STRIPS, SIDEWALKS AND PARALLEL PARKING ALONG BOTH SIDES OF STREET (TYP.). SEE DETAIL SHEET RZ4.00

NETWORK STREET R/W STUB FOR FUTURE CONNECTIVITY

MICHAEL D. HILL
D.B. 7055, PG. 45
PID 005-431-29
ZONING: NR
LAND USE: SINGLE FAMILY RESIDENTIAL ACREAGE

CLINTON M. GANDY
D.B. 26135, PG. 614
PID 005-431-28
ZONING: NR
LAND USE: SINGLE FAMILY RESIDENTIAL

POTENTIAL MAIL KIOSK LOCATION

VISITOR PARKING (TYP.)

ALLEY LOAD TOWNHOMES WITH 2 CAR GARAGES LOCATED ON SUBLOTS WITH DIRECT UNIT CONNECTIONS FRONTING NETWORK STREETS OR OPEN SPACE (TYP.)

POTENTIAL FUTURE ALLEY EXTENSION WITH FUTURE DEVELOPMENT

20' WIDTH TWO WAY RESIDENTIAL ALLEY WITH RIBBON CURB ON THE HIGH SIDES AND VALLEY GUTTER ON THE LOW SIDES (TYP.). SEE DETAIL SHEET RZ4.00

5' DRIVEWAY APRONS BETWEEN ALLEY AND FACE OF GARAGE (TYP.)

FUTURE ROAD WIDENING BY NORTH PARK APARTMENTS SUB-455200. FOR REFERENCE ONLY

PUBLIC SIDEWALK EASEMENT TO BE LOCATED 1' BEYOND AT ALL LOCATIONS WHERE SIDEWALK IS OUTSIDE OF R/W.

35' X 35' SIGHT INTERSECTION CORNER EASEMENT (TYP.) & 10' X 70' NCDOT SIGHT INTERSECTION EASEMENT (TYP.)

EXISTING RAILROAD (TYP.)

PUBLIC SIDEWALK EASEMENT TO BE LOCATED 1' BEYOND AT ALL LOCATIONS WHERE SIDEWALK IS OUTSIDE OF R/W.

EXISTING OLD STATESVILLE RD (HWY 115) CENTERLINE (TYP.)

FUTURE R/W ESTABLISHED 60' FROM EXISTING HWY 115 CENTERLINE

EXISTING RIGHT-OF-WAY

RIGHT TURN LANE WITH 100' MINIMUM STORAGE AND APPROPRIATE TAPER FINAL LIMITS TO BE COORDINATED WITH NCDOT

12' SHARED-USE PATH ALONG OLD STATESVILLE RD FRONTAGE (TYP.)

UNIT SIDE WALLS FACING R/W TO HAVE ENHANCED FOUNDATION PLANTINGS. EVERGREEN SHRUBS PLANTED AT 4' ON CENTER WITH AN AVERAGE OF 24" AT INSTALLATION

POTENTIAL INTERNAL MOUNTABLE MEDIAN TO PRESERVE INTERNAL PROTECTED STEM. FINAL LIMITS TO BE COORDINATED WITH NCDOT

RIGHT IN / RIGHT OUT DRIVEWAY CONNECTION WITH CENTERLINE MEDIAN. FINAL LIMITS TO BE COORDINATED WITH NCDOT

35' X 35' SIGHT INTERSECTION CORNER EASEMENT (TYP.) & 10' X 70' NCDOT SIGHT INTERSECTION EASEMENT (TYP.)

FUTURE ROAD WIDENING BY NORTH PARK APARTMENTS SUB-455200. FOR REFERENCE ONLY

OLD STATESVILLE RD
(NC HWY 115)
VARIABLE WIDTH PUBLIC R/W
NCDOT PROJ. NO. R-2632AA

SITE DEVELOPMENT DATA

MUNICIPALITY:	HUNTERSVILLE
PARCEL #:	00543131, 00543132, 00543133, 00543135, 00543136, 00543137
EXISTING ZONING:	NR
PROPOSED ZONING	TOD-R(CD)
SITE AREA EXISTING:	±9.07 ACRES (±395,247 SF)
SITE AREA FUTURE:	±8.84 ACRES (±384,862 SF)
• PUBLIC STREET R/W =	±1.78 ACRES (±77,632 SF)
• ALLEY LIMITS =	±1.13 ACRES (±49,019 SF)
• RESIDENTIAL AREA =	±3.23 ACRES (±140,873 SF)
• OPEN SPACE =	±0.96 ACRES (±41,551 SF)
• TREE SAVE/BMP/OTHER =	±1.74 ACRES (±75,787 SF)
PROPOSED HOUSING:	101 UNITS (ATTACHED TOWNHOMES)
PARKING REQUIRED:	1.0 SP/UNIT MINIMUM, 2.0 SP/UNIT MAXIMUM
PARKING PROVIDED:	±36 PARALLEL SPACES (PUBLIC ONSTREET) ±10 INTERNAL PARALLEL SPACES ±28 STANDARD PARKING SPACES ±202 GARAGE SPACES ±276 TOTAL (2.73 SPU) (ONSTREET SPACES AND INTERNAL UNIT GARAGE SPACES APPLIED TO MINIMUM BUT NOT MAXIMUM)
BUILDING HEIGHT:	PER ORDINANCE
TREE PRESERVATION:	CANOPY TREE SAVE REQUIRED = 0.00 AC (0%) CANOPY TREE SAVE PROVIDED = 0.45 AC (5.14%) (SEE SHEET RZ1.00 AND RZ6.00 FOR DETAILS) SPECIMEN TREE SAVE REQUIRED = 3.6 TREES (30%) SPECIMEN TREE SAVE PROVIDED = 4 TREES (33%) (SEE SHEET RZ1.00 AND RZ6.00 FOR DETAILS) HERITAGE TREE SAVE REQUIRED = 100% HERITAGE TREE SAVE PROVIDED = 0% (NO HERITAGE TREES ON SITE)
TRASH AND RECYCLING:	ROLL OUT PICKUP (PUBLIC)

Total Area (acres square feet)	8.84 AC. (384,862 SF)
Proposed Disturbed Area (acres square feet)	±7.94 AC. (345,866 SF)
River Basin	MCDOWELL, CLARKE
Stream Classification	N/A
Principal Uses(s) (Z.O. Article 3)	Residential
Building Type (Z.O .Article 3, 4, and 8.10)	Attached Townhome
Zoning District (Z.O. Article 3)	Existing: NR Proposed: TOD-R(CD)
Overlay District, if applicable (Article 3 Z.O.)	N/A
Percentage of Impervious Allowed (Article 3 Z.O.)	N/A
Percentage of Impervious Shown	216,032 SF (±56.0%)
Lot Count	101
Total number of dwellings (detached/ attached)	101 Units - Attached House (Townhome)
Mixed-use/# of live/work units	N/A
Total area of residential	3.23 AC. (140,873 SF)
Total area of non-residential (square feet)	N/A
Lot size range	N/A
Number of lots within each range	N/A
Lot widths range (Z.O Article 3)	N/A
Number of lots within each width	N/A
Setbacks and Build-to-lines (Z.O Article 3, 4, &8.)	
Front BTL range or Setback	10-25'
Corner setbacks	5'
Rear setbacks	5'
Right side setback	5'
Left side setback	5'
Watershed Information (Z.O. Article 3 and S.O. Section 7.290)	
Is the property in a regulated watershed district?	No
Watershed District	McDowell
Low Density/High Density	High
Percentage of allowable impervious area	N/A
Percentage of impervious area shown on plans	216,032 SF (±56.0%)
Amount of lot area set aside for future impervious by homeowner	N/A
Proposed modification of rezoning plan	N/A

SIGN LEGEND

A STOP SIGN (R1-1 30" x 30")

B STREET NAME SIGN

NOTE: ALL SIGNS TO BE MUTCD STANDARD PROVIDED AND INSTALLED BY CONTRACTOR

URBAN OPEN SPACE NOTE:
- THE OPEN SPACE SHOWN ON THIS SHEET IS TO REFLECT THE THE STYLE AND QUALITY THAT MAYBE CONSTRUCTED ON THIS SITE. THE FINAL DESIGN ESTABLISHED DURING FUTURE PERMITTING MAY VARY AS LONG AS THE GENERAL CONCEPTS AND INTENT ILLUSTRATED IS MAINTAINED.

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DESIGN RESOURCE GROUP
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NORTH CAROLINA CORPORATE SEAL C-95 C-2165 NCBELS DESIGN RESOURCE GROUP, P.A.

REGISTERED LANDSCAPE ARCHITECT No.1946 NICHOLAS BUSHEY

CONCEPT PLAN

NORTHLINE ROW (HWY 115)
17149 OLD STATESVILLE RD, HUNTERSVILLE, NC 28078

VEER DEVELOPMENT LLC
10215 PINECROFT CREEK LANE
MATTHEWS, NC 28105

SITE PLAN

SCALE: 1" = 40'

PROJECT #:	1179-003
DRAWN BY:	VN
CHECKED BY:	NB

APRIL 20, 2026

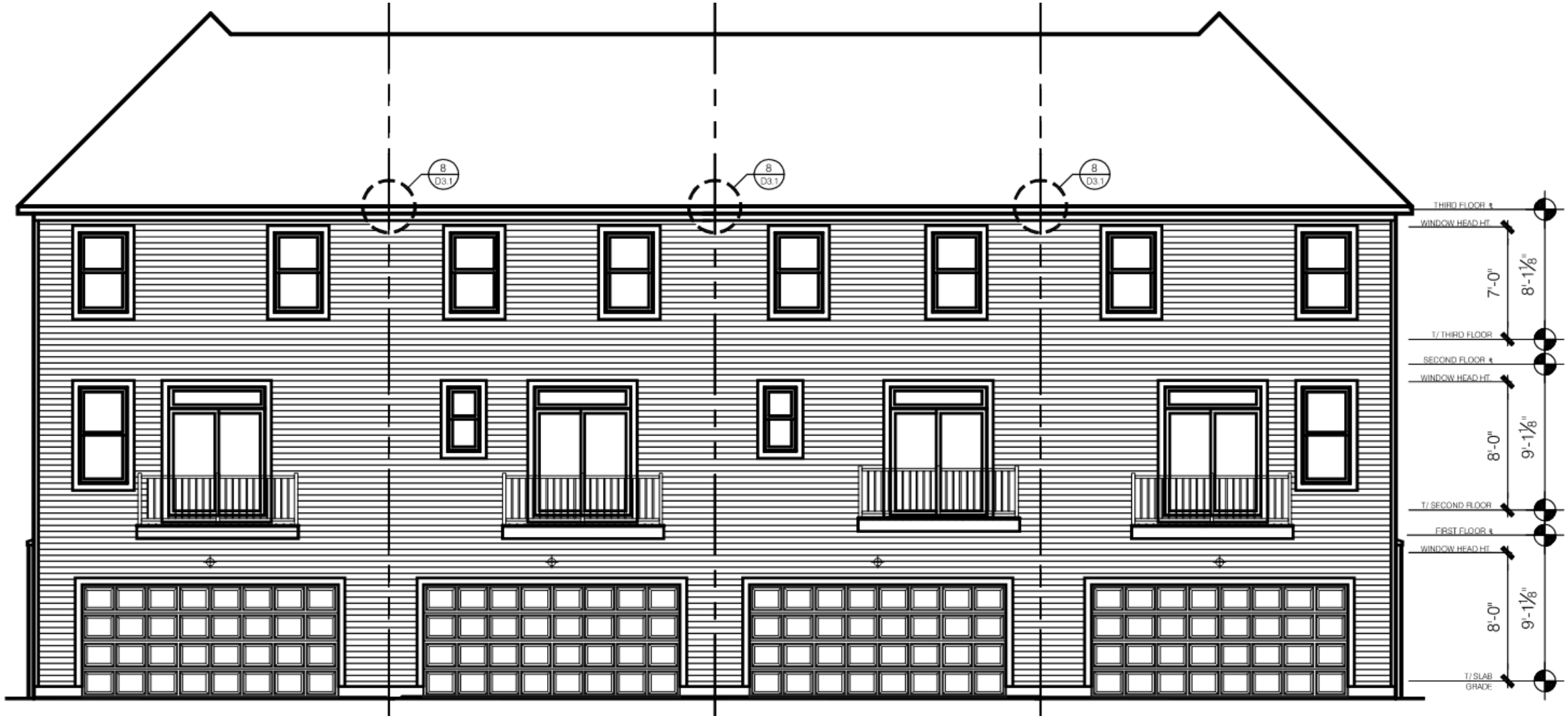
REVISIONS:
1. 06.29.26 - PER SITE UPDATES
2. 08.04.26 - PER SITE UPDATES

RZ2.00

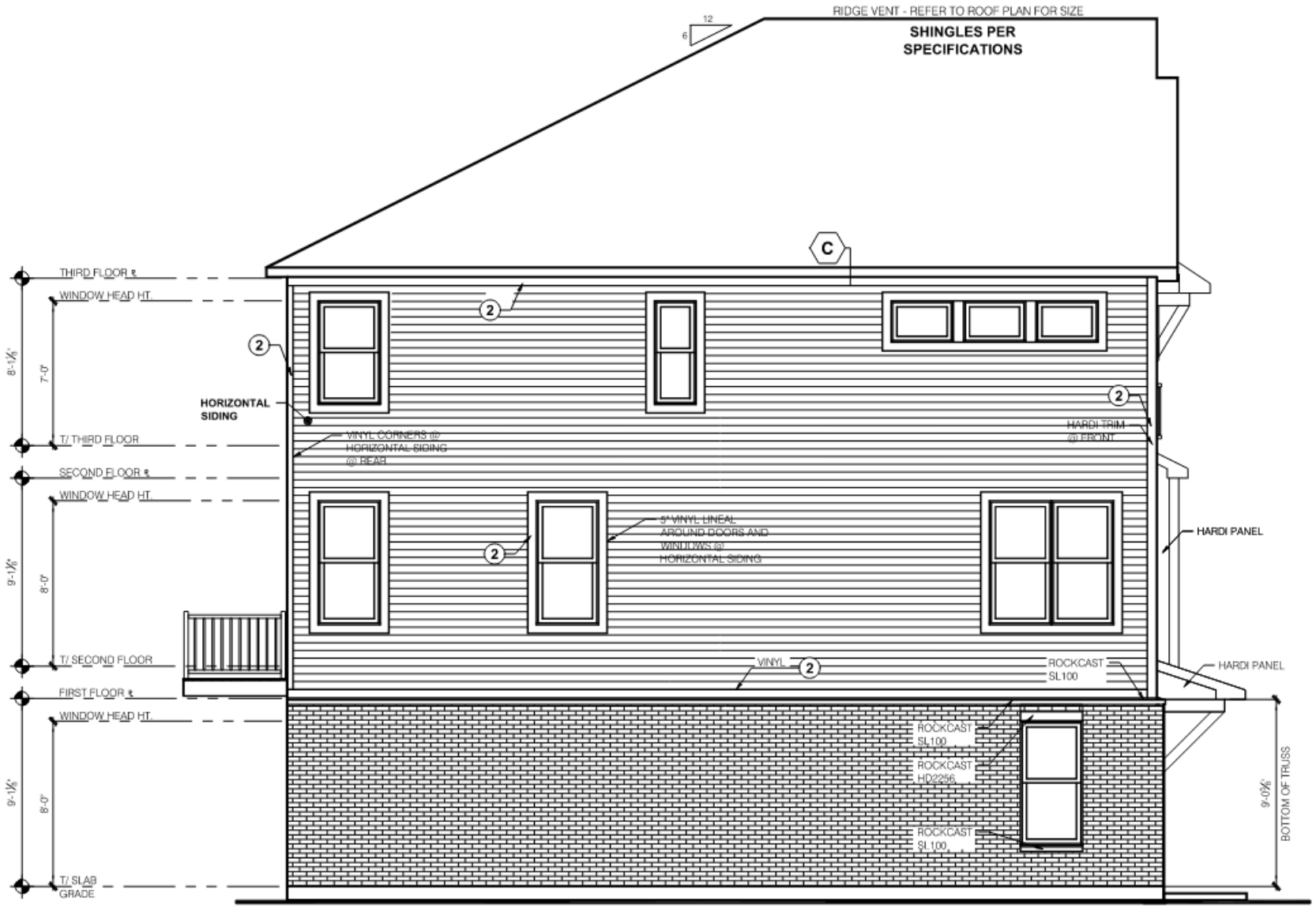
G:\DESIGN\PROJECTS\1179-003 VEER - HWY 115 SITE\WORKING - PLOT SHEETS\RZ1.DWG

Illustrative Townhome Elevations

BUILDING FRONT ELEVATION

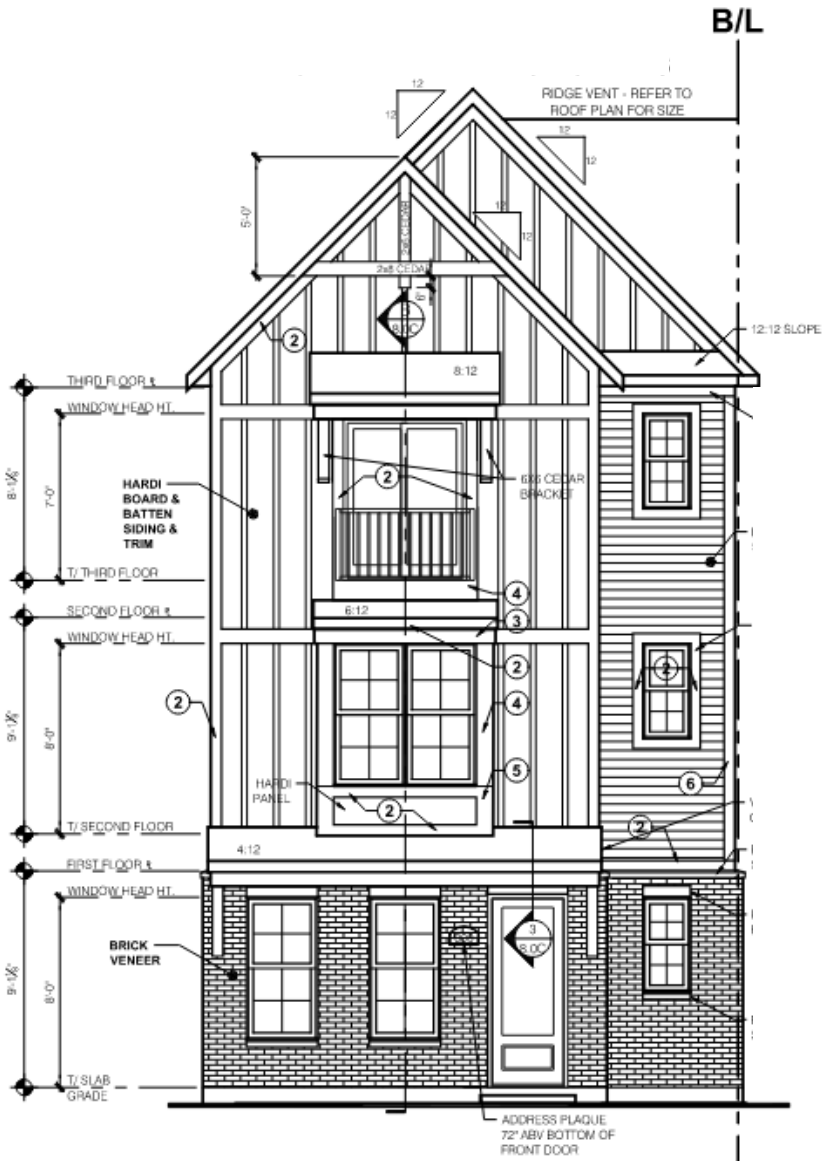


BUILDING REAR ELEVATION



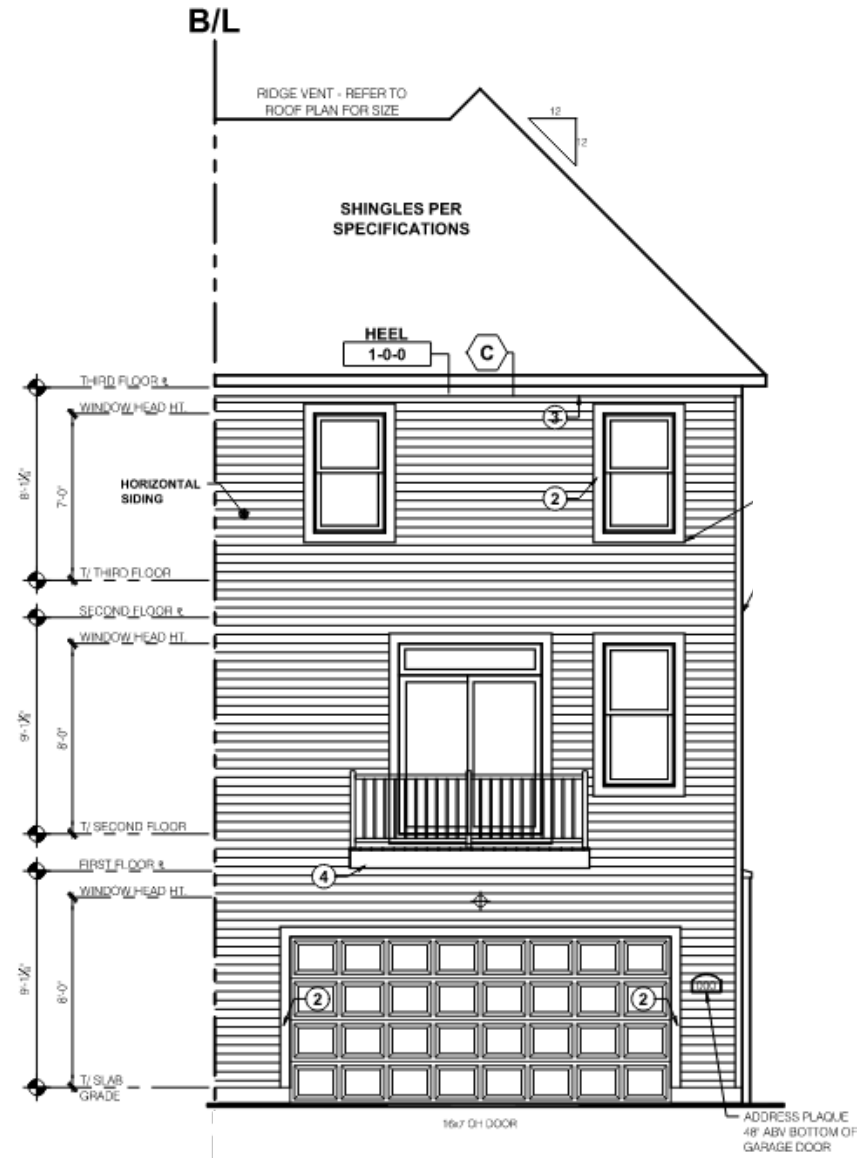
SIDE ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

Northline Row (R26-08)

Community Meeting Report

Date: June 9, 2026

Time: 6:00 pm – 7:00 pm

Location: Lake Norman Church of Christ, 17634 Caldwell Station Road, Huntersville 28078

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

Agenda:

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

Applicant and the attendees discussed the following comments and questions:

General Discussion

- Development team introduction, background, and project history.
- The Applicant shared the PowerPoint presentation attached to this Community Meeting Report.
- Discussion around Huntersville's future development plans (2040 plan, greenway plans and small area plans) and how Northline Row fits with other developments in the area.
- General discussion about development in the area including the future transit station, rail line, NCDOT Sam Furr Road improvements, and projects in the activity and mixed-use centers.
- Overview of the rezoning process and upcoming public meetings.

Questions

***Answers in bold**

- How does the project connect with surrounding properties and HWY 115? **Northline Row has stub streets that are in place to connect to future developments adjacent to the property. Access to HWY 115 will be right-in right-out after the NCDOT improvements.**
- What is happening with the incomplete apartments to the North? **Northline Row is not a part of that development and the Town is looking for solutions to finish work on that project.**
- What is the Town's stance on the project? **The Town is reviewing the site plans and updates and is looking to make sure the design of the project doesn't conflict with other developments in the area.**
- Is this the final version of the plan? **No, the review and revision process is ongoing. This iteration of the plan is still undergoing some revisions and will be resubmitted to the Town as the second official version. However, this project has been in development/design for the better part of the last 6 months.**

Northline Row, Huntersville

Veer Development

Community Meeting – June 9, 2026

VEER
DEVELOPMENT

About Veer Development

Firm Overview

Veer Development is a Charlotte-based, full-service real estate development firm delivering **high-quality** projects in **premier locations**

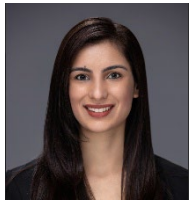
Our Development Philosophy

- Thoughtful and context-sensitive planning
- Collaborative partnerships with towns and stakeholders
- Data-driven and market-informed decision making
- Disciplined and predictable execution
- Long-term value for stakeholders

Our Team and Partners

Leadership

Parmeet Singh
Founding Partner



Chandni L.
Founding Partner and Broker

Select Partners

DESIGN RESOURCE GROUP

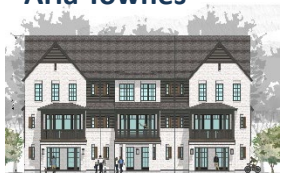
SIXTEEN PENNY CONSTRUCTION

IRVIN LAW GROUP

COOPER CARRY

Our Developments

Aria Townes



31 Luxury Townhomes in **Strawberry Hill** (South Park Area)

Allison Townes

79 Townhomes adjacent to **Rea Farms** (South Charlotte)

Foxcroft Homes

Duplexes and Triplexes in **Foxcroft** (South Park Area)

Galleria Townes

COMING SOON

Townhomes adjacent to **Galleria Shopping Center** (Southeast Charlotte)

Aria Townes – Building Elevations

Site Overview and Location

Redevelopment Opportunity

- **Site Area:** ~10 acres
- **Current Zoning:** NR
- **Requested Zoning:** NR(CD)
- **Proposed Development:** 100–110 townhomes
- **Unit Size:** 2,000 sq ft per townhome

Location Overview

- The site is located **north of Sam Furr Rd** (NC 73) and **west of Old Statesville Rd** (HWY 115)
- Short drive to I-77
- Close proximity to Birkdale Village and Northcross shopping centers

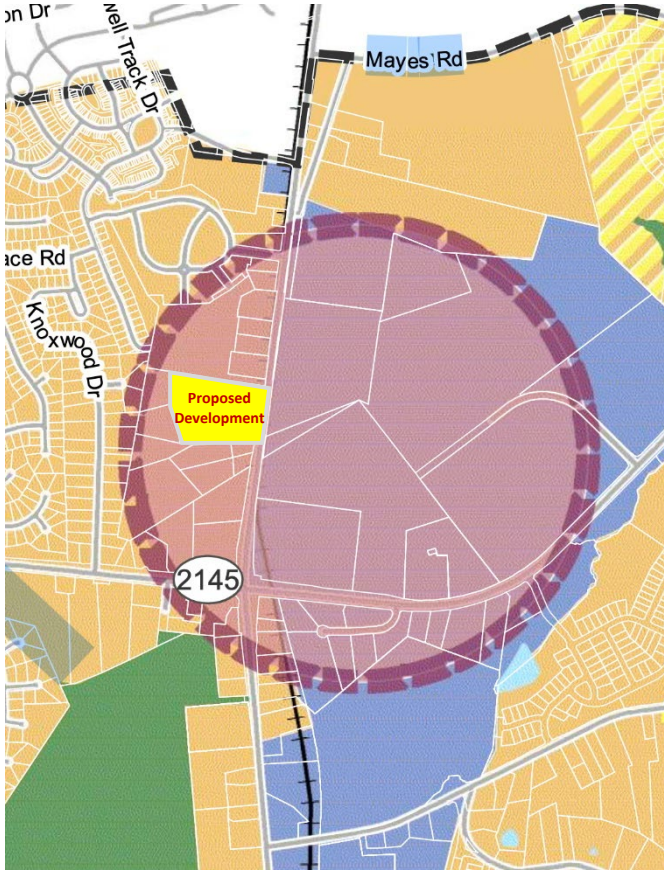
Site Aerial View

Proposed Development: Alignment with the 2040 Plan and Surrounding Context

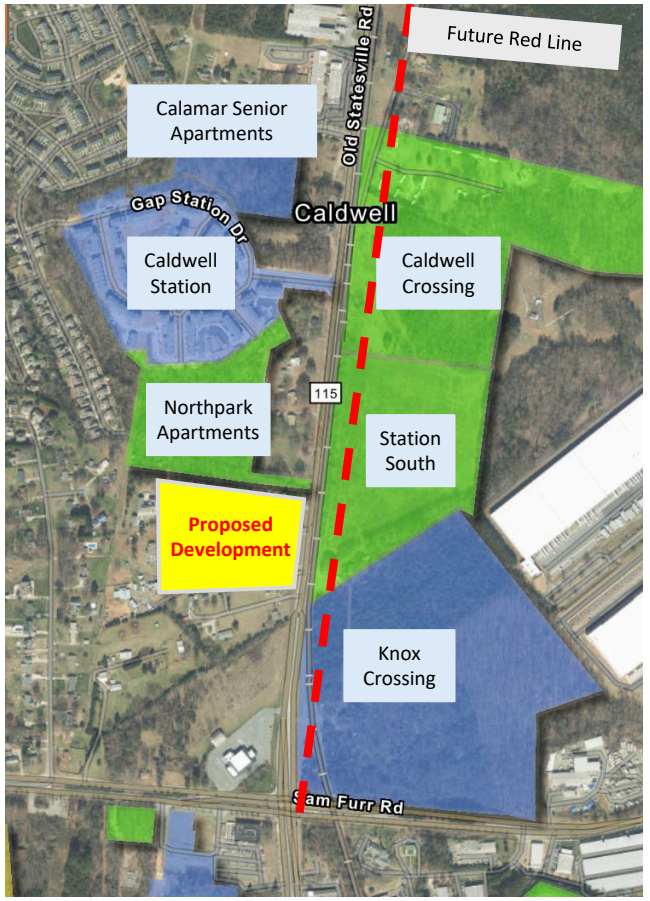
Key Development Insights

- Provides **missing-middle** homeownership opportunities
- Supports **transit-oriented density** near future Red Line station
- Aligns with 2040 **Mixed-Use Center** vision
- Compatible with **surrounding** residential and mixed-use developments
- Expands **housing access** along key corridors
- Strengthens **nearby retail** and **services**

Alignment with 2040 Plan



Surrounding Developments



Proposed Rezoning Site Plan

Key Development Highlights

- Thoughtfully designed and optimized layout
- Amenitized and usable open space
- Pedestrian-friendly connectivity
- Efficient vehicular access
- Flexible future development potential to the South
- Affordability Commitment

Open Space Options/Revisions

Rezoning Process

VEER DEVELOPMENT

Public Meeting Schedule

- Community Meeting – June 9th
- Public Hearing – August 4th
- Planning Board Meeting – August 25th
- Town Board Final Action – September 15th

Questions?

CALDWELL TRACK DRIVE
(RESIDENTIAL LOCAL STREET)
TREE SAVE AREA
BMP
RESIDENTIAL LOCAL STREET 'B'
RESIDENTIAL LOCAL STREET 'A'
OLD STATESVILLE ROAD
(NC HWY 115)

NORTH PARK APARTMENTS LLC				2825 SOUTH BLVD	28209	NC	CHARLOTTE
		C/O JOHN PORTER/CHARTER PROPERTIES INC		2825 SOUTH BLVD STE 430	28209	NC	CHARLOTTE
NORTH PARK APARTMENTS LLC							
OVERCASH	JUNE			PO BOX 1755	28070	NC	HUNTERSVILLE
ROY	TIMOTHY JOSEPH	BRENDA HAGER		17149 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
SUMMEROUR	DANIEL F	SUMMEROUR	TEREASA W	10609 FOREST RIDGE CT	28078	NC	HUNTERSVILLE
VESLEY	MAREK	SMITH-VISLEY	CHRISTEN	10607 FOREST RIDGE CT	28078	NC	HUNTERSVILLE
HAMPTON RIDGE HOMEOWNERS ASSOCIATION OF CHARLOTTE				5250 77 CENTER DR	28217	NC	HUNTERSVILLE
HAMPTON RIDGE II HOMEOWNERS		C/O DEPT 207 RED ROCK MANAGEMENT		PO BOX 4579	28217	TX	HOUSTON

ownrlstnme	ownrfrstnm	ownr2lstnm	ownr2frstn	mailaddr1	zipcode	state	mailcity
BUTLER	NEVA R			10606 FOREST RIDGE CT	28078	NC	HUNTERSVILLE
CAIN	MARTIN D	CAIN	FAYE H	P.O. BOX 623	28070-0623	NC	HUNTERSVILLE
CALDWELL STATION HOMEOWNERS ASSOCIATION INC				1110 S TRYON ST STE 100	28203	NC	CHARLOTTE
CAMBRIDGE GROVE HOMEOWNERS	ASSIC INC	C/O P G DEVELOPMENT		10590 INDEPENDENCE POINTE PKWY	28105-3783	NC	MATTHEWS
CARLTON	GARY SCOTT	BECKY KNOX		17103 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
CARLTON	GARY SCOTT			17103 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
GANDY	CLINTON M	GANDY	MARIA	17027 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
GANDY	CLINTON M			13423 NORSEMAN LN	28078	NC	HUNTERSVILLE
GANDY	CLINTON M			17027 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
GANDY	CLINTON M	GANDY	MARIA	13423 NORSEMAN LN	28078	NC	HUNTERSVILLE
GLORY CHURCH WORLD OUTREACH	MINISTRIES INC			PO BOX 481300	28269	NC	CHARLOTTE
HILL	MICHAEL DAVID			17101 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
HUBBARD	HAROLD TRUMAN	HUBBARD	SHARON J	10617 SAM FURR RD	28078	NC	HUNTERSVILLE
INTHANONH	SAYKHAM	INTHANONH	PHOUMMY S	17115 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
INTHANONH	SAYKHAM	INTHANONH	PHOUMMY	17115 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
JOHN M RAYMER JR	REVOCALBLE TRUST			PO BOX 36	28111	NC	MONROE
KNOX	SANDRA L	KELLY	MICHAEL GREY	19453 W CATAWBA AVE	28031	NC	CORNELIUS

COMMUNITY MEETING
SIGN IN SHEET
June 9, 2026, 6:00pm to 7:00pm
R26-08 Northline Row
Location: Lake Norman Church of Christ
17634 Caldwell Station Road, Huntersville, NC 28078

ATTENDEE NAME	ADDRESS (optional)
Clint Gandy	

May 27, 2026

SUBJECT: Notice of community meeting for information related to the R26-08 “Northline Row” conditional rezoning revision of approximately 8.91 acres located at 17149 Old Statesville Road, Huntersville, NC, shown on the map below and having Parcel ID Numbers of 00543137, 00543136, 00543135, 00543132, 00543131 and 00543133. The Applicant for the subject property is Veer Homes, LLC.

To Whom It May Concern:

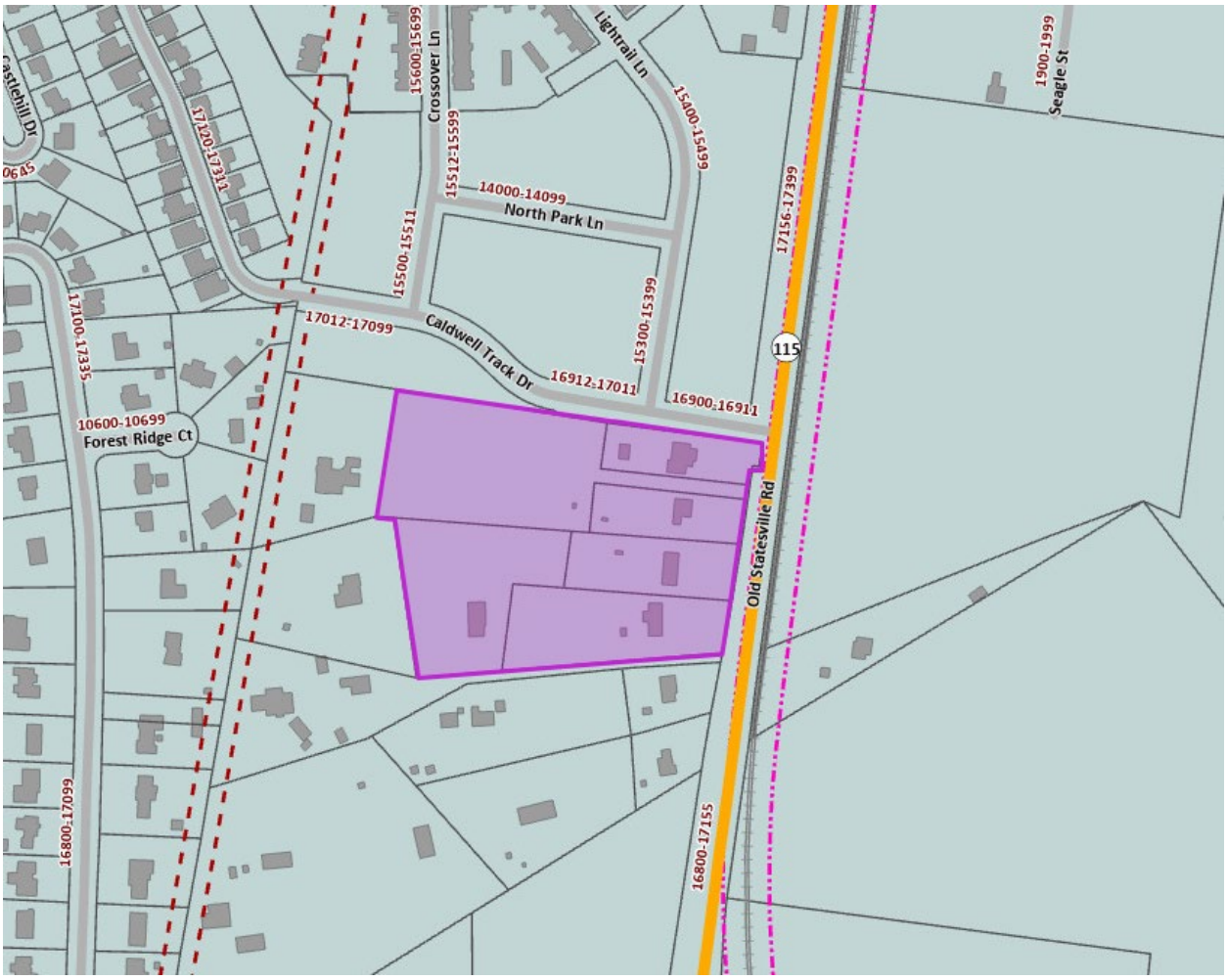
Recipients of this letter meet the notification requirements of the Town of Huntersville as being adjacent landowners with at least a portion of their properties located within 250 ft. of the subject property, and neighborhood organizations registered with the Town of Huntersville within 2,000 ft. of any portion of the rezoning site. The purpose of the community meeting is to provide an opportunity for the Applicant to describe the proposed project and to answer any questions you may have. The Applicant is requesting rezoning approval from the Town from Neighborhood Residential (NR) to Neighborhood Residential Conditional District NR(CD) for a single family residential development.

MEETING DETAILS:
6:00 P.M. to 7:00 P.M.
June 9, 2026
Lake Norman Christ Church
17634 State Road 2431
Huntersville, NC 28078

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

Sincerely,

Veer Homes, LLC


Crossover Ln
15600-15699
Lightrail Ln
15400-15499
1900-1999
Seagle St
17420-17311
15512-15599
14000-14099
North Park Ln
17156-17399
15500-15511
17012-17099
Caldwell Track Dr
15300-15399
115
17100-17335
16912-17011
16900-16911
10600-10699
Forest Ridge Ct
Old Statesville Rd
16800-17099
16800-17155

Town Engineering Rezoning Comment Summary
R26-08 Northline Row
SW Corner of Old Statesville Rd & Caldwell Track Dr.
Huntersville, NC

General Project Information

This proposed rezoning is located at the Southwest corner of Old Stateville Rd (NC-115) & Caldwell Track Dr. This rezoning plans for the development of one hundred and one (101) single family attached housing units. The development proposes two public street connections, one on Old Statesville Rd (NC-115) and one on Caldwell Track Drive.

Engineering Staff Comments

1.) Stormwater Concept Plan:

A stormwater concept plan was submitted as a part of this rezoning. One stormwater control measure (SCM) will be used to meet the sites' stormwater requirements. The stormwater control measure proposed meets the minimum requirements for the stormwater concept plan. Design is subject to change during the preliminary plan phase and shall meet all requirements outlined in the Town of Huntersville Water Quality Design Manual.

2.) Traffic Impact Analysis (TIA):

A TIA was not required by the Town. The proposed development was under the trip generation thresholds stated in ZO 14.2.1.

3.) Regulated Stream & Surface Water Buffers:

The proposed rezoned parcel does not contain a regulated stream and/or surface water buffer.

4.) Additional Site Plan Comments:

A revised plan was provided on 8/05/2026 that only included a site plan and cover sheet. A full updated concept plan that includes a revised grading plan, storm plan, and utility plan needs to be submitted. Additional comments may be provided upon receipt.

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Nathan Farber, Senior Planner

Subject: #R26-11 Second Street Village Phase 2

Explain Request:

Conduct a public hearing on Petition #R26-11, a request by Second Street Village, LLC to rezone property at the intersection of N Church Street and First Street (Parcel #01903308) from Neighborhood Residential with Conditions to Neighborhood Residential with Conditions to revise an existing approved townhome development in order to include an additional four units.

Action Recommended: Conduct Public Hearing

Alternative Action:

None

Financial Implications:

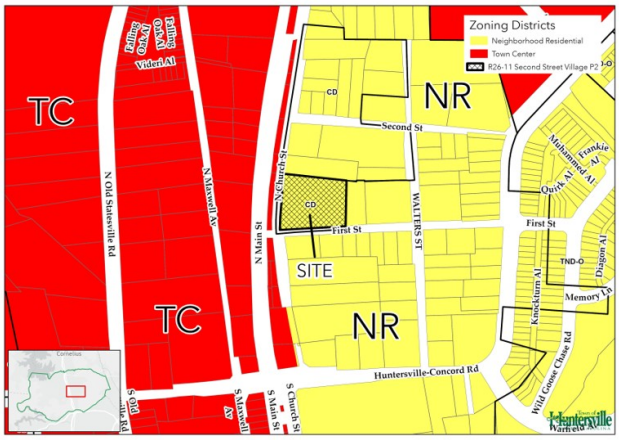
NA

Attachments:

1. R26-11 Second Street Village Ph. 2 PH Staff Report II
2. Attachment A - Rezoning Application
3. Attachment B - Site Plan
4. Attachment C - Public Meeting
5. Attachment D - Engineering Report and TIA Determination
6. Attachment E - Context Map

Application Summary

Case Number/Project Name: R26-11 Second Street Village Ph. 2
Project Address: 204 N Church Street
Proposed Zoning: Neighborhood Residential (NR)
Proposed Land Use: Residential
Applicant: Second Street Village LLC
Property Owner: Daniel and Edith Railey
Staff Contact: Nathan Farber, 704-766-2237 (nfarber@huntersville.org)



Site Data

Acreage (+/-): 1.147
Parcel Numbers: 019-033-08
Current Zoning: Neighborhood Residential-Conditional District (NR-CD)
Current Land Use: Residential
Proposed Building Type: Townhome
Proposed Lot Type: Townhome

Adjoining Zoning and Land Uses

North: Neighborhood Residential (NR); *Vacant (R25-08 Townhome and Multifamily Rezoning)*
South: Neighborhood Residential (NR); *Single Family Residential*
East: Neighborhood Residential (NR); *Single Family Residential*
West: Town Center (TC); *Railroad and Commercial*

Project Description

On July 15, 2025, the R25-02 1st and Church St Townhome rezoning project was approved by the Town board. That rezoning approved 14 Townhomes, with one being set aside as affordable, at the corner of Church St and First St. Since the approval, the project has been sold to Second Street Village LLC who are proposing to increase the number of units and better incorporate this project into the approved R25-08 Second Street Village Rezoning project directly to the north. The applicant of R26-11 Second Street Village Phase 2 is the same applicant as the approved R25-08 Second Street Village project.

Update Status

- Public Hearing: To be added when available.
- Planning Board: To be added when available.

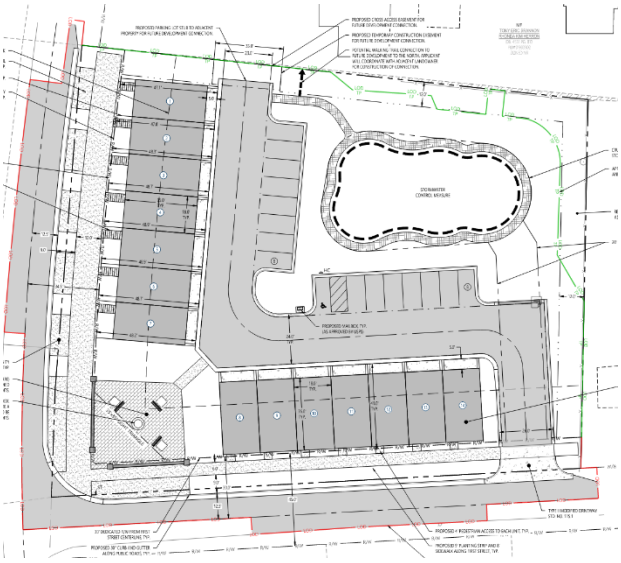


Figure 2 R25-02 Rezoning Site Plan

Figure 1 R26-11 Rezoning Site Plan

Rezoning/Site Plan

Density: ***Applicant has met the requirement.***

- Proposed: 18 Total Units
- Staff comments: The applicant is proposing to increase the number of units currently approved on the site from 14 to 18. Additionally, the applicant is keeping the previously approved modification to allow 100% attached units. Neighborhood Residential does not have any density requirements.

Parking: ***Applicant exceeds the requirement***

- Proposed: 36 spaces are provided. These spaces are part of each units attached garages.
- Staff comments: 18 Units at 1.5 spaces required per unit equals 27 spaces required. The applicant is providing more parking than required.

Building Height/Scale: ***Applicant is requesting a modification.***

- Proposed: Maximum Building Height of 33'.
- Staff comments: Article 4.12 Building Type / Townhome allows a max height of 30 ft. This is measured from the highest finished grade relative to the street frontage, up to the eaves. The elevations provided currently do not show a unit exceeding 29 ft in height. Please see the modifications section below for more information.

Buffers: ***Applicant is requesting a modification.***

- Proposed: The applicant is proposing to keep the already approved 12 ft buffers on the east side of the property while requesting not to provide any buffers to the north side of the property.

- Staff comments: The applicant is proposing to remove the required 20' buffer to the north to integrate the project with the existing approved Second Street Village project. The buffer will be replaced with an Urban Open Space that integrates with the woonerf, which will directly border this development to the north. The woonerf will be adjusted to be integrated with this project. More details are needed to determine the exact makeup of the proposed 12' buffer on the east side of the property. Please see the modification section below for more information.

Figure 3 Woonerf and Urban Open Space

Open Space: ***Applicant has met the requirement.***

- Proposed: The applicant is providing two urban open spaces which are to be connected via a walkway. On the corner of First St and N Church St, the applicant is providing a plaza with bench seating and landscaping. Along the northern property line, the applicant is providing a green that incorporates a walking path and seating.
- Staff comments: The Neighborhood Residential zoning district requires all residential units to be located within a quarter mile of an urban open space. This project provides two urban open spaces that are integrated not only together but also with the urban open space (woonerf) already approved for the R25-08 Second Street Village to the north. Staff asks that further details be provided regarding the materials and makeup of the urban open

Figure 4 Interconnected Urban Open Spaces

spaces.

Build-To Lines: *Applicant is requesting a modification.*

- Proposed: The applicant is proposing a front build to line that varies between 12ft and 16ft from the street ROW. In the rear the applicant is proposing to have varying setbacks between 7ft and 9ft. In addition, six of the townhomes will be fronting on an urban open space and a woonerf.
- Staff comments: The applicant is compliant with the front build to line requirements which allows between 0ft and 25ft. The site is currently approved (R25-02) to have reduced rear setbacks (5ft), though the zoning requirements have changed since then. The ordinance today requires either a setback of less than 5ft or greater than 20ft for townhomes with attached garages. The applicant is requesting to have a varying setback in between these requirements and is similar in length to what is approved for the site today. Please see the modifications below for more information.

Tree Save: *Applicant is requesting a modification.*

- Proposed: The applicant is proposing to save 0% of the specimen or canopy on site and is proposing to mitigate 100% of the requirement. 16 trees will be planted on site or paid into the Towns Tree Fund.
- Staff comments: Please see the modifications below for more information.

Vesting: *Not Applicable*

- Proposed:
- Staff comments:

Access: *Applicant has met the requirement.*

- Proposed: The site will be accessed via a driveway off First Street and will also have a connection to a woonerf to the north which allows access to N. Church St and Walters St.
- Staff comments: No comment.

Landscaping: *Applicant is requesting a modification.*

- Proposed: Applicant is proposing not to provide any of the required front yard and rear yard trees unless possible due to the urban infill nature of the project. The applicant is providing the required street trees and along N. Church St these trees will be placed in a tree well.
- Staff comments: Please see the modifications below for more information.

Conditional Notes: *Applicant has met the requirement.*

- Proposed: Applicant has provided staffs recommended schematic note.
- Staff comments: No comment.

Minor Outstanding Comments: *Applicant does not meet the requirement.*

- Staff comments: Outstanding comments still exist. Staff has reviewed two cycles of the rezoning plan.

Transportation Comments: *Applicant has met the requirement.*

- Engineering Staff comments: No TIA is required. See attached report for Engineering comments.
- Planning Staff comments: The applicant is proposing an urban focused sidewalk cross section that will be made up of a 21ft wide concrete area. The first 9ft will feature tree wells and the remaining 12ft is the Seam Trail sidepath.

Stormwater Comments: *Applicant has met the requirement.*

- Engineering Staff comments: See attached report for Engineering comments.

Figure 5 Concrete Planting Strip and 12' Sidepath

Applicant Modification Requests

Modification Request 1: *A request to not plant the required front and rear yard trees except where planting is practical.*

- Applicable Zoning Requirements: Article 7.7.3(a) Required Yard Trees would require each unit to provide 1 Front yard and 1 Rear yard tree.

Staff Recommendation: *Staff recommends approval*

- Staff Comments: Staff is in support of this modification request as the current yard tree requirements were designed for suburban settings, not for limited build-to line setbacks of townhomes in an urban setting. The small front setback would require trees to be too close to the home and the sidewalk which would risk the planting's health. While there will be no front yard trees there will be street trees and trees associated with the urban open spaces the townhomes will be fronting. Additionally, the applicant has stated that trees will be provided when enough room is allowed.

Modification Request 2: *A request to allow the townhomes to be built to a max height of 33ft.*

- Applicable Zoning Requirements: Article 4.12 Building Type / Townhome limits the max height to 30ft.
- Zoning Comments: This height is measured as the vertical distance from the highest grade relative to the street frontage, up to the eaves.

Staff Recommendation: *Staff recommends approval*

- Staff Comments: Staff is in support of this modification request as it is consistent with the Downtown Master Plan. The Downtown Master Plan calls for the block below second street to be made up of multifamily housing (apartment and attached house). Within this block the Downtown plan calls for building height ranges of 2-3 stories, which is consistent with the requested 33'. The site plan shows that 3 story townhomes will be used.

Modification Request 3: *A request to allow 100% attached housing within the Neighborhood Residential Zoning district.*

- Applicable Zoning Requirements: Article 3.2.4(d)3 requires that the aggregate number of dwelling units contained in attached houses shall not exceed 30% of a major subdivision.

Staff Recommendation: *Staff recommends approval*

- Staff Comments: Staff is in support of this modification request as this complies with the 2040 Land Use Plan Downtown Policies and with the downtown development guidelines of the Downtown Master Plan. The Downtown Master Plan calls for this corner to be made up of multifamily housing (apartment and attached house) that is between 2 and 3 stories tall. The proposed attached housing type provides a massing and scale that is a good transition (2040 Community Plan Policy DT-2) between the existing single-family homes and the future goals of the Downtown Master plan. This location is also directly next to recently approved townhome development and a future rail stop which makes higher density more appropriate.

Modification Request 4: *A request to reduce the eastern buffer to 12ft and to eliminate the northern buffer.*

- Applicable Zoning Requirements: Article 7.5.3(c) requires that a 30ft minimum buffer is provided when the density is two times greater than the existing development. In all other cases a 20ft minimum buffer is required.

Staff Recommendation: *Staff recommends approval*

- Staff Comments: Staff is in support of this modification request as the project fits the higher density characteristics of the 2040 Plans Town Center Land Use Area (see policies in support of the project below) and the Downtown Master Plan.
    1. The Downtown Master plans conceptual vision provides goals and a potential layout for a higher density residential area. The zoning ordinance required buffer would directly limit the realization of the downtown plan and potentially prohibit a more connected neighborhood in the future.
    2. Adjacent development is also located in the higher density vision areas of the 2040 Plan and the Downtown Master Plan. Relief from the buffer would meet the characteristics of our future plan's goals.
    3. While a buffer would not be provided at the northern property line the topography and proposed urban open space will "buffer" or separate most of the proposed townhomes.
    4. The previously approved rezoning (R25-02) at this site was approved with modifications to reduce the eastern buffer to 12'. The northern buffer was not eliminated as the now approved higher density rezoning (R25-08) was not in existence yet.

Modification Request 5: *A request to not construct any on-street parking on one side of the street.*

- Applicable Zoning Requirements: Article 5.5(d)3 requires on-street parking on one side of the street when using the townhome housing type.

Staff Recommendation: *Staff recommends approval*

- Staff Comments: Staff is in support of this modification request as the applicant will exceed the required parking requirements. Additionally, on-street parking would prevent the construction of the enhanced pedestrian zone along N. Church St and would not be consistent with the rest of the N. Church St cross section to the north.

Modification Request 6: *A request to vary the Rear Yard setback minimums between 7ft and 9ft.*

- Applicable Zoning Requirements: Article 4.11 Lot Type / Townhome requires a Rear Yard setback of less than 5ft or greater than 20ft.

Staff Recommendation: *Staff recommends approval*

- Staff Comments: Staff is in support of this modification request as the applicant will exceed the required parking requirements and this will keep the driveway lengths reduced to fit the urban project. Additionally, the varying length provides flexibility to the site and can be supported by the additional high quality urban open spaces and design throughout the project.

Modification Request 7: *A request to mitigate 100% of the required Tree Canopy and Specimen Save.*

- Applicable Zoning Requirements: Article 7.4.2(f) states that residential projects can only mitigate up to 30% of the required tree save.

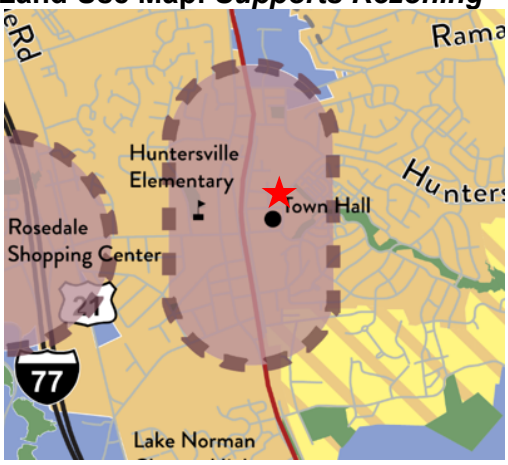
Staff Recommendation: *Staff recommends approval*

- Staff Comments: Staff is in support of this modification request as this project is located within the Downtown Master Plan that calls for greater density and design. Preserving the required one specimen tree on this site would not permit the urban nature of this project. While these trees will not be preserved the site is providing two high quality urban open spaces that will be planted with additional trees to provide a new urban canopy.

Rezoning Criteria – Zoning Ordinance, Article 11.4.7 (d)(e)

Comprehensive Plan: Huntersville 2040 Community Plan

Future Land Use Map: *Supports Rezoning*



Mixed-Use Centers

Mixed-Use Centers contain vertical mixed-use along key frontages. New development includes wide sidewalks, buildings are close to the street with high levels of transparency, and parking is located in the rear. A mix of housing is allowed, including urban options throughout (apartments, townhomes, cottage homes, etc.). Downtown has specific requirements for streetscape and development intensity, including a maximum first floor footprint.

Town Core

The Town Core designation includes a variety of neighborhoods containing a mix of residential housing types, including single-family homes, townhomes, and apartments. Their design focuses on traditional neighborhood planning principles, including short blocks, connected streets, streetscape standards, and other features that improve walkability. These areas are denser than the "Moderate Density" and "Residential Edge" character areas and may include non-residential development as specified in small area plans and at other sites that meet locational criteria.

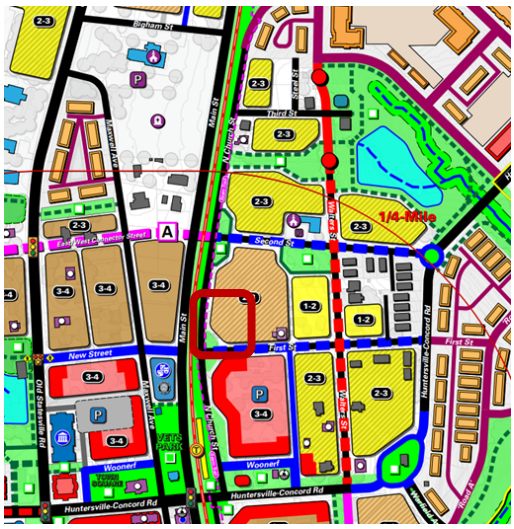
FUTURE LAND USE CHARACTER AREA

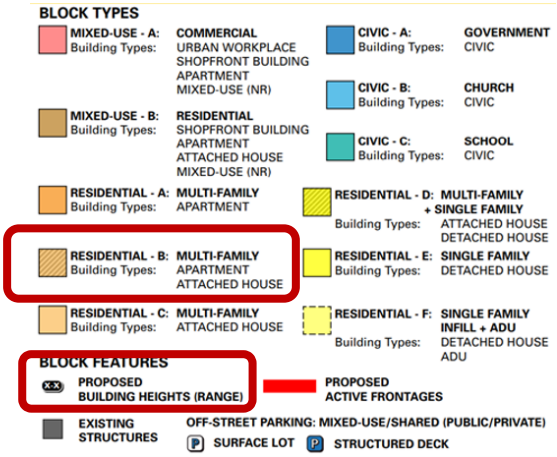
- MIXED USE CENTER
- ACTIVITY CENTER
- EMPLOYMENT CENTER
- TOWN CORE
- MEDIUM DENSITY
- RESIDENTIAL EDGE
- RURAL CONSERVATION
- PARKS AND OPEN SPACE
- CRITICAL WATERSHED

- Staff comments: Project is located within the Town Core and the Downtown Mixed-Use center.

Downtown Master Plan

- Staff comments: The project is located within the Downtown Master Plan's Residential





B zone which calls for multi-family housing that is between 2 and 3 stories tall. This project provides townhomes that fit within the description and connect with adjacent projects of a similar scale.

Policy Recommendations - *Support rezoning*

- Policy LU 1.1: Utilize the Future Land Use Map during development approval process to ensure compatibility with long range plans.
  - Staff comments: The development is in the Town Center and Mixed-Use Center Character Areas of the Huntersville 2040 plan as shown above. The proposed increase in residential is consistent with the surrounding properties and fits in with Town Centers call for mixed housing types and higher density.
- Policy LU 2.1: Higher intensity residential uses will be focused generally within two miles of the I-77/ NC-115 corridor and future activity centers in the eastern and western areas of Huntersville's zoning jurisdiction.
  - Staff comment: The proposed development is a higher intensity residential use that will be within the two mile I-77/NC-115 corridor and within the higher density Town Center Character Area.
- Policy LU 5.1: Allow more intense development only where transportation infrastructure and utilities already exist.
  - Staff comment: While the Red Line does not currently exist, the future Downtown Red Line Station is planned to be in close proximity to the rezoning site.

- Policy LU 5.3: Encourage infill development opportunities to increase housing options with proximity to nearby services, shopping, employment opportunities, and transit stations.
    - Staff comment: The development would increase housing density within the ¼ mile radius of Huntersville's downtown and the downtowns services, shopping, current bus line, and future Red Line access.
- Policy LU 7.1: In Town Core, streets and sidewalks are meant to be attractive and inviting.
    - Staff comment: This project will ensure that Church Street will include a 12' sidepath that will connect to the approved Second Street Village's Seam Trail section. The Church Street cross section will see the inclusion of a concrete hardscape amenity zone with street tree wells to serve as a buffer between pedestrians and vehicles. This will provide a more attractive streetscape that is above and beyond the minimum standards. Additionally, the applicant is connecting the project to the multi-use woonerfs to the north.
- Policy LU 8.2: Evaluate and strengthen incentives to encourage the achievement of higher design standards.
    - Staff comment: This policy supports this project as this project is going above and beyond the ordinance and providing high quality design elements such as:
        - More than one urban open spaces.
        - Urban open spaces that provide increased amenitized pedestrian areas for both the residents and the community at large.
        - A public sidepath and hardscaped area along Church St that meets the urban goals of the Downtown Master plan and provide increased space for pedestrian utilization.
- Policy LU 9.1: Residential design principles
    - Staff comment: This policy recommends residential to front a public street or open space. These principles emphasize the architecture of the home, encourage outdoor interaction in the front of the home, and decrease the visual focus on plain garage doors. The project proposes to have townhomes that front on a public street and an amenitized urban open space with an emphasis on the pedestrian streetscape by placing the garages in the rear with a green and woonerf access.
- Policy DT 1.2: Encourage a mix of uses in Downtown Tier 1 Areas.
    - Staff comment: The proposed building type, townhome, provides a mix of housing types to the currently mostly single-family area of the Tier 1 downtown area. Additionally, the inclusion of townhome is consistent with the approved townhome development to the north, both of which will be connected. This type of housing follows the Downtown Master Plan by providing a higher density housing type which is vital for supporting the active areas within the Downtown Master Plan.

- Policy DT 6: Create connected, safe, and engaging streetscapes that serve multiple uses.
    - Staff comment: The applicant is required to provide the 12' Seam Trail sidepath along Church St. Next to this path, the applicant is providing an upgraded hardscaped planting strip that will benefit the neighborhood aesthetically while also providing additional space for pedestrians. Additionally, the applicant is connecting to a planned woonerf that is designed for pedestrians, bikers, and cars to use.
- DT 6.2: Pursue street connections and upgrades in Downtown to facilitate Town goals.
    - Staff comment: The applicant is connecting to a planned woonerf, the first of its kind in Huntersville, to provide further connections between First St, Church St and Walters St. These multi-use streets are designed for inviting and slow streets that are comfortable for pedestrians, bikers, and vehicular use.

Policy Recommendations – *Do not support rezoning*

- N/A

Consistency with Existing Development:

- Staff Findings: Staff recommend that the reclassification to the Neighborhood Residential Conditional District (NR-CD) would be consistent with the overall character of adjacent development for the following reasons:
    - The development density is consistent with the approved Second Street Village project to the North.
    - The buffer on the east side of the project provides a clear separation from the higher intensity townhomes from the existing single family residential homes.
    - The project is located within the Downtown Tier 1 Area within the Downtown Master plan which calls for greater residential density to support the development of downtown.

Adequacy of Public Facilities and Services: (Roadways, Transit Service, Public Safety, Schools, Utilities, Storm Drainage)

- Staff Findings: A transportation Impact Analysis (TIA) is not required. Please see the Engineering Report for more information.

Impact on Sensitive Resources: (Archaeological, Environmental, Historical, Cultural)

- Staff Findings: Planning staff have no indication that the request will adversely affect known archeological, environmental, historical, or cultural resources.

Staff Recommendation: *Approval with Conditions*

- Staff comments: Staff is in support of the project, as it is consistent with the character area recommendations of the Huntersville 2040 Plan and the Downtown Master Plan, if the following conditions are met for approval:
    - Additional details regarding the open space materials are provided.
    - All minor staff comments are addressed.

Public Notices/Meetings/Comments: All meetings are subject to change; hyperlinks added to recording of meetings when available.

Community Meeting: The applicant has hosted one meeting with the community on July 29, 2026. The applicant's report is attached.
Public Notice: Staff confirms that the public notice postcard, rezoning sign, and legal ad were all placed.
Public Comments: All public comments received by mail or electronic mail have been forwarded to all Board members.
Public Hearing: September 1, 2026
Planning Board: September 22, 2026

- Motion to be added when available

Final Action: October 20, 2026

Attachments

Draft Motion Worksheet
Attachment A – Rezoning Application
Attachment B – Site Plan
Attachment C – Public Notices/Meetings
Attachment D – Engineering Report and TIA Determination
Attachment E – Context Map

Draft Motion Worksheet

Motion to recommend APPROVAL

In considering the proposed rezoning application R26-11 Second Street Village Ph. 2, the <<MEETING_TYPE>> recommends APPROVAL of the rezoning plan with the following conditions:

_____

Including the following modifications: _____

_____

_____

_____

_____

The Planning Board finds the rezoning request to be consistent with the Huntersville 2040 Community Plan, including Policies _____

_____,

because _____.

It is reasonable and in the public interest to approve the rezoning because

_____.

Motion to recommend DENIAL

In considering the proposed rezoning application R26-11 Second Street Village Ph. 2, the Planning Board recommends DENIAL of the rezoning plan.

The Planning Board finds the rezoning request to be consistent with the Huntersville 2040 Community Plan, including Policies _____

_____,

because _____.

It is reasonable and in the public interest to approve the rezoning because

_____.

General Application

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

1. Application Type

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

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

SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance

- ☐ Sketch Plan
- ☐ Preliminary Plan
- ☐ Final Plat (Includes Minor Subdivision)
- ☐ Exempt Subdivision
- ☐ Final Plat Revision
- ☐ Farmhouse Cluster

2. Project Data

Date of Application: May 27, 2026

Name of Project: Second Street Village PH 2 Phase # (if subdivision): _____

Project Address: 204 N Church Street and vicinity

Parcel Identification Number(s) (PIN): 01903308

Current Zoning District: NR (CD) Proposed District (for rezoning only): NR (CD)

Property Size (acres): 1.147 Street Frontage (feet): 482'

Current Land Use: Vacant/Residential

Proposed Land Use(s): SF Attached

Is the project within Huntersville's corporate limits?
Yes x No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

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

Rezone the existing townhome development to remove the stormwater pond and add 4 units.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at https://www.huntersville.org/528/Permits-Process.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name Jay Henson (Second Street Village LLC) Phone 704-577-4561

☐ Corporation ■ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature Jay C Henson

Title member Email jhenson@waengineering.com

Address of Applicant 121 Gilead Road Huntersville, NC

7. Property Owner (if different than applicant)

*Printed Name Daniel and Edith Railey Phone 727-430-1357

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

■ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature Daniel E. Railey

Title Owner Email DanRailey442@gmail.com (ALL SMALL LETTERS)

Address of Property Owner 202 Windward Passage Unit 410 Clearwater Fla 33767

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

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

8. Development/Design Firm Contact Information

W&A Engineering	Jay Henson	704-577-4561	jhenson@waengineering.com
Development Firm	Name of Contact	Phone	Email
Design Firm	Name of Contact	Phone	Email

Contact Information

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

CSP-500133
REZONING PLANS

SECOND STREET VILLAGE, PHASE II
HUNTERSVILLE, NC

VICINITY MAP
SCALE: N.T.S.

Sheet List Table	
Sheet Number	Sheet Title
RZ01	COVER SHEET
RZ02	EXISTING CONDITIONS
RZ03	TREE SAVE
RZ04	SITE PLAN
RZ05	CONCEPTUAL GRADING & DRAINAGE
RZ06	STREET CROSS SECTIONS
RZ07	BUILDING ELEVATIONS
RZ08	BUILDING ELEVATIONS
RZ09	BUILDING ELEVATIONS
RZ10	BUILDING ELEVATIONS
RZ11	BOUNDARY SURVEY
RZ12	TREE SURVEY

DEVELOPER:
SECOND STREET VILLAGE LLC
121 GILEAD ROAD
PH: (704) 704-875-1615

LIST OF MODIFICATIONS

- ARTICLE 7.7 INTERNAL TREES (TOH ZONING ORDINANCE)
  DUE TO THE URBAN INFILL NATURE OF THE PROJECT, IT IS NOT PRACTICAL TO INCLUDE A CANOPY TREE IN THE FRONT YARD AND REAR YARD OF EACH TOWNHOME LOT. THE FONT YARDS ALONG CHURCH STREET, SECOND STREET AND WALTERS STREET WILL HAVE THE REQUIRED STREET TREES HOWEVER THE BUILD TO LINE LIMITS THE SPACE FOR ADDITIONAL TREES. THE FRONT/BACK YARDS OF THE TOWNHOMES HAVE LIMITED SPACE FOR TREES. TREES WILL BE PROVIDED TO THE EXTENT PRACTICAL.
- ARTICLE 4 -ATTACHED HOUSE BUILDING HEIGHT (TOH ZONING ORDINANCE)
  RELIEF FROM THE 30' MAX. BUILDING HEIGHT TO 33' MAX. IS REQUESTED IN ORDER TO BREAK UP THE STREET FACADES AND PROVIDE VARYING ARCHITECTURAL CHARACTER - SEE INCLUDED ARCHITECTURAL ELEVATIONS FOR PROPOSED HEIGHT DETAILS.
- ARTICLE 3.2.4 D3 - 30% ATTACHED (TOH ZONING ORDINANCE)
  RELIEF FROM THE 30% MAXIMUM FOR ATTACHED HOUSING. THIS PROJECT REQUEST IS TO ALLOW 100% ATTACHED HOUSING
- ARTICLE 7.5 BUFFERS (TOH ZONING ORDINANCES)
  REQUEST TO ELIMINATE THE 40' BUFFERS DUE TO THE ADJACENT DEVELOPMENTS AND THE RECOMMENDED INTENSIFICATION OF DENSITY IN THE DOWNTOWN/FUTURE RAIL AREA. THE APPLICANT IS PROPOSING A 12' BUFFER ON THE EAST AND WILL BE SUPPLEMENTED WITH PLANTING AS REQUIRED BY THE ORDINANCE.
- ARTICLE 5.5(D)3. OF THE ZONING ORDINANCE REQUIRES AN ON-STREET PARKING LANE ONE ONE SIDE OF THE STREET WHEN USING THE ATTACHED HOUSING TYPE - RELIEF TO ARTICLE 5.5(D)3. DUE TO DRIVEWAY LOCATION CONFLICTING WITH ENGINEERING PROCEDURE MANUAL SIGHT DISTANCES.
- ARTICLE 8.16 ITEM 10 OF THE ZONING ORDINANCE REQUIRES DRIVEWAYS TO BE 20' FROM THE ROW OR SIDEWALK EASEMENT. REQUEST RELIEF TO ARTICLE 8.16 ITEM 10 DUE TO THE URBAN NATURE OF THE SITE. DRIVEWAYS WILL VARY IN DEPTH.
- ARTICLE 8.16 ITEM 10 OF THE ZONING ORDINANCE REQUIRES DRIVEWAYS TO BE 20' FROM THE ROW OR SIDEWALK EASEMENT. REQUEST RELIEF TO ARTICLE 8.16 ITEM 10 DUE TO THE URBAN NATURE OF THE SITE. DRIVEWAYS WILL VARY IN DEPTH.
- ARTICLE 7.4 2f OF THE ZONING ORDINANCE LIMITS SPECIMEN TREE MITIGATION IN RESIDENTIAL AREAS TO 30%. REQUEST RELIEF DUE TO THE URBAN NATURE OF THE SITE AND REQUEST MITIGATION FOR 100%.

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614

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SECOND STREET VILLAGE PHASE II
1.147 AC
200 N CHURCH STREET
HUNTERSVILLE, NC

Know what's below. Call before you dig. 811

REVISIONS

INITIAL SUB. DATE: 06/01/2026

ISSUANCE DATE:

HFI PROJECT #: 25-00008.1

COVER SHEET

RZ01

N:\25-00008 - Second Street Village\DWG\First and Church Base.dwg 8-06-26 04:32:34 PM kgorman

RANGE	MIN. SLOPE	MAX. SLOPE	COLOR	AREA
SLOPE/ANALYSIS				
1	10%	15%		0.04 AC.
2	15%	25%		0.02 AC.
3	25%	100%		0.03 AC.

1	6" HICKORY
2	3" BRADFORD PEAR
3	11" PECAN
4	48" OAK
5	9" DOGWOOD
6	8" DOGWOOD
7	10" DOGWOOD
8	9" CEDAR
9	8" CEDAR
10	16" PECAN
11	18" BRADFORD PEAR
12	12" MAPLE
13	12" MAPLE
14	2" CRAPE MYRTLE
15	1" PRIVETTE
16	1" PRIVETTE
17	8" PRIVETTE
18	4" HACKBERRY
19	6" MULBERRY
20	5" HACKBERRY
21	11" MULBERRY
22	11" MULBERRY
23	10" MULBERRY
24	8" MAPLE
25	6" PRIVETTE
26	3" PRIVETTE
27	11" PECAN
28	3" PRIVETTE
29	4" PRIVETTE
30	1" PRIVETTE
31	6" MAPLE
32	4" MULBERRY
33	6" HACKBERRY
34	6" HACKBERRY
35	2" HACKBERRY
36	16" MAPLE
37	4" PRIVETTE
38	3" SASSAFRASS
39	5" HACKBERRY
40	18" PINE
41	18" BRADFORD PEAR
42	3" HOLLY
43	4" CRAPE MYRTLE
44	3" HOLLY
45	8" PECAN
46	3" MULBERRY
47	3" HOLLY
48	2" MULBERRY
49	2" MULBERRY
50	4" MAPLE
51	6" MAPLE
52	4" HOLLY
53	4" PRIVETTE
54	6" HOLLY
55	7" HOLLY
56	3" CRAPE MYRTLE
57	5" MULBERRY
58	6" HOLLY
59	4" HOLLY
60	5" HOLLY
61	6" MULBERRY
62	16" CEDAR
63	7" PINE
64	11" BLACK CHERRY
65	18" CEDAR
66	4" HOLLY
67	4" HOLLY
68	13" CEDAR
69	6" CRAPE MYRTLE
70	4" CRAPE MYRTLE
71	35" CEDAR
72	3" REDBUD
73	3" PRIVETTE
74	6" CRAPE MYRTLE
75	2" REDBUD
76	5" MULBERRY
77	3" MULBERRY
78	6" CRAPE MYRTLE
79	15" MAPLE
80	4" REDBUD
81	7" MAPLE
82	5" MULBERRY
83	6" HOLLY
84	6" PRIVETTE
85	12" CEDAR
86	5" CEDAR
87	8" CRAPE MYRTLE
88	6" HOLLY
89	3" PRIVETTE
90	4" PRIVETTE
91	2" PRIVETTE
92	9" HOLLY
93	3" CRAPE MYRTLE
94	3" CRAPE MYRTLE
95	3" CRAPE MYRTLE
96	8" DOGWOOD
97	5" BLACK CHERRY
98	4" MULBERRY
99	3" PECAN
100	3" REDBUD
101	8" HOLLY
102	6" PRIVETTE
103	7" PECAN
104	3" HOLLY
105	5" HOLLY
106	8" PRIVETTE
107	6" CEDAR
108	9" CEDAR
109	9" CEDAR
110	3" CEDAR
111	8" CEDAR
112	8" CEDAR
113	8" MAPLE
114	8" HOLLY
115	3" DOGWOOD
116	7" HOLLY
117	18" BIRCH
118	8" CEDAR
119	2" PRIVETTE

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SECOND STREET VILLAGE PHASE II

1.147 AC

200 N CHURCH STREET
HUNTERSVILLE, NC

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REVISIONS

INITIAL SUB. DATE: 06/01/2026

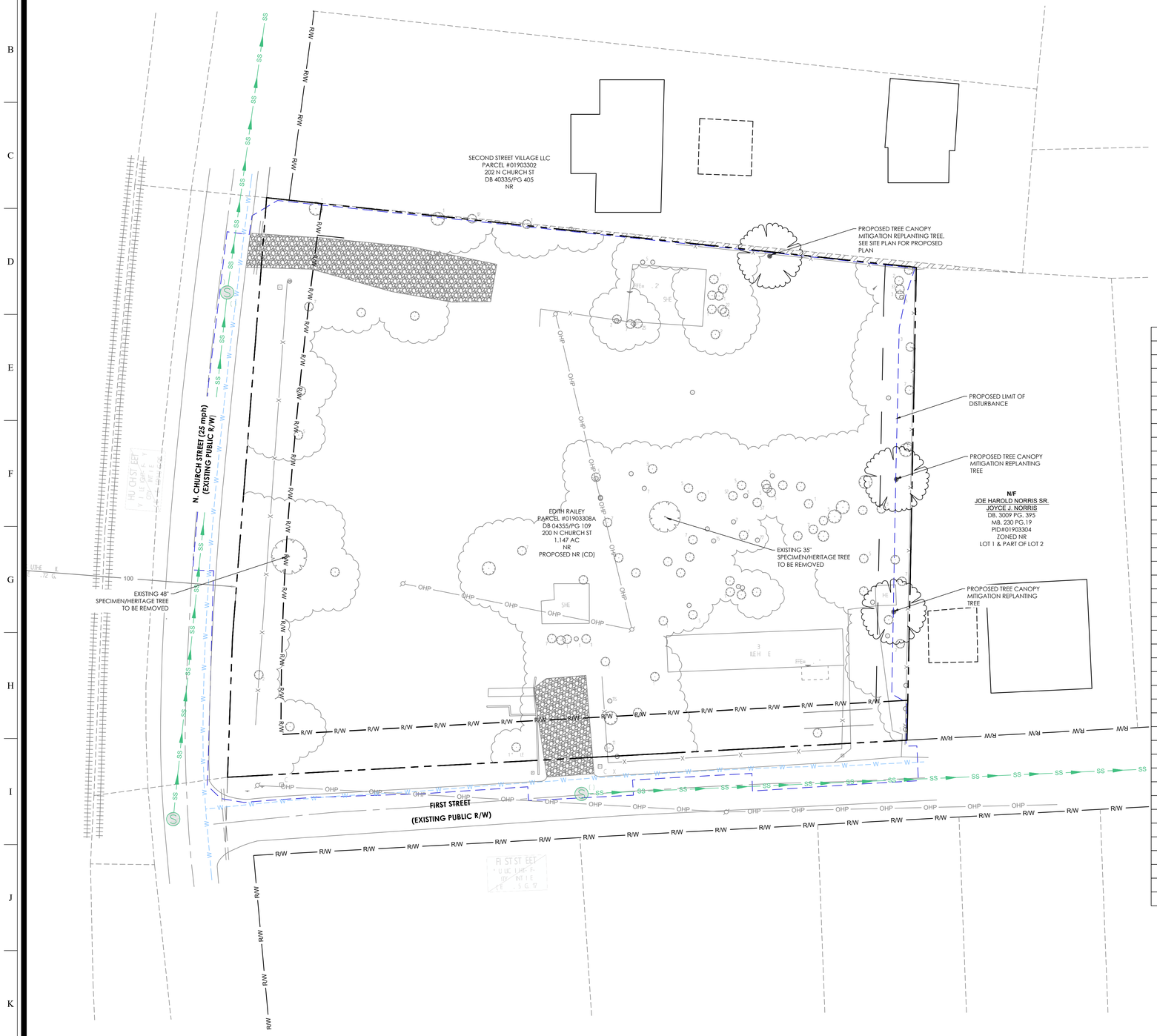
ISSUANCE DATE:

HFI PROJECT #: 25-00008.1

EXISTING CONDITIONS

RZ02

N:\25-00008 - Second Street Village\DWG\Sheets\First and Church Rezoning-Previous Plan PDP Re-use.dwg 6-01-26 10:50:31 AM kgorman



TREE CANOPY PRESERVATION SUMMARY:
PARCEL AREA: 49,965 SF
EXISTING CANOPY: 26,344 SF (50.7%)
REQUIRED PRESERVATION: MIN. 10% OF SITE = 4,996.5 SF
(EXISTING AND MITIGATED)
EXISTING CANOPY PRESERVATION: +0.00%
PROPOSED CANOPY MITIGATION: ±12.01% OF SITE (6,000 SF)
3 MITIGATION TREES X 2,000 SF = 6,000 SF MITIGATION
TOTAL CANOPY: ±12.01% OF SITE (6,000 SF)

HERITAGE TREE PRESERVATION SUMMARY:
HERITAGE TREES = 0 TREES (TBD BY ARBORIST)
REQUIRED PRESERVATION = 100%
PROVIDED PRESERVATION = IF DETERMINED BY AN ARBORIST THAT HERITAGE TREES EXIST ON SITE, APPLICABLE MITIGATION METHODS WILL BE UTILIZED FOR REMOVAL OF ALL HERITAGE TREES ON SITE.

SPECIMEN TREE PRESERVATION SUMMARY:
SPECIMEN TREES ON SITE = 2 TREES (TBD BY ARBORIST) *
REQUIRED PRESERVATION = 10% or 1 TREE
PROVIDED PRESERVATION = 0% PRESERVED
REQUIRED SPECIMEN TREE CALIPER REMOVED = 35" DBH
MITIGATION TREE CALIPER REQUIRED = 35" (14 - 2.5" CAL TREES) **

*FINAL MITIGATION TO BE DETERMINED DURING CONSTRUCTION DOCUMENTS WHEN ARBORIST DETERMINES TREE CLASSIFICATION. MITIGATION FOR SPECIMEN/HERITAGE TO COMPLY WITH REQUIREMENTS OF THE HUNTERSVILLE ZONING ORDINANCE.

** FOR PROPOSED MITIGATION PAYMENT TO TOWN TREE BANK FUND, 3 QUOTES ARE TO BE PROVIDED FOR INSTALLATION OF 14 TREES AT 2.5" CALIPER AND AN AVERAGE TAKEN OF THE 3 QUOTES. THE AVERAGE OF THE THREE QUOTES WILL BE PAID TO THE TOWN TREE BANK FUND AS MITIGATION FOR REMOVED SPECIMEN TREES.

POINT NUMBER	TREE	SPECIMEN/HERITAGE	SAVE/REMOVE
3	11" PECAN		REMOVE
4	48" OAK	SPECIMEN	REMOVE
5	9" DOGWOOD		REMOVE
6	8" DOGWOOD		REMOVE
7	10" DOGWOOD		REMOVE
8	9" CEDAR		REMOVE
9	8" CEDAR		REMOVE
10	16" PECAN		REMOVE
11	18" BRADFORD PEAR		REMOVE
12	12" MAPLE		OFF-PROPERTY
13	12" MAPLE		OFF-PROPERTY
17	8" PRIVETTE		REMOVE
21	11" MULBERRY		REMOVE
22	11" MULBERRY		REMOVE
23	10" MULBERRY		REMOVE
24	8" MAPLE		REMOVE
27	11" PECAN		REMOVE
36	16" MAPLE		REMOVE
40	18" PINE		REMOVE
41	18" BRADFORD PEAR		REMOVE
45	8" PECAN		REMOVE
62	16" CEDAR		REMOVE
64	11" BLACK CHERRY		REMOVE
65	18" CEDAR		REMOVE
68	13" CEDAR		REMOVE
71	35" CEDAR	SPECIMEN	REMOVE
79	15" MAPLE		REMOVE
85	12" CEDAR		REMOVE
87	8" CRAPE MYRTLE		REMOVE
92	9" HOLLY		REMOVE
96	8" DOGWOOD		REMOVE
101	8" HOLLY		REMOVE
106	8" PRIVETTE		REMOVE
108	9" CEDAR		REMOVE
109	9" CEDAR		REMOVE
111	8" CEDAR		REMOVE
112	8" CEDAR		REMOVE
113	8" MAPLE		REMOVE
114	8" HOLLY		REMOVE
117	18" BIRCH		REMOVE
118	8" CEDAR		REMOVE

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SECOND STREET VILLAGE PHASE II

1.147 AC

200 N CHURCH STREET
HUNTERSVILLE, NC

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REVISIONS

INITIAL SUB. DATE: 06/01/2026

ISSUANCE DATE:

HFI PROJECT #: 25-00008.1

TREE SAVE

RZ03

N:\25-00008 - Second Street Village\DWG Sheets\First and Church Rezoning\Previous Plan PDF Re-use.dwg 8-06-26 04:29:53 PM kgorman

EXISTING BUA

	SQUARE FOOT	ACRES
TOTAL EXISTING	15,288 SF	0.35 AC
TOTAL TO BE REMOVED	11,522 SF	0.26 AC
TOTAL TO REMAIN	3,766 SF	0.09 AC

SITE DATA

LOCATION/ PARCEL ID'S: 01903308

CURRENT ZONING: NR (CD) PROPOSED ZONING: NR (CD)

CURRENT USE: SINGLE FAMILY RESIDENTIAL/VACANT PROPOSED USE: RESIDENTIAL

CONTACT: JAY HENSON 704-577-4561

BUILDING TYPE: SINGLE FAMILY ATTACHED

	PROVIDED
LOT AREA	1,147 AC
BUILDING HEIGHT	33' MAX.
FRONT BUILD TO LINE	VARIES SEE PLAN
MIN. SIDE SETBACK	VARIES SEE PLAN
MIN. REAR SETBACK	VARIABLE

PARKING (ANTICIPATED PARKING-SEE USES UNDER GENERAL NOTES FOR ALLOWABLE USES)

TOWNHOMES: 18 TOTAL UNITS
18 UNITS AT 1.5/UNIT= 27 SPACES REQUIRED | 36 SPACES PROVIDED
18 UNITS HAVE 2 CAR GARAGE (36 SPACES)

FEMA MAP NUMBER	3710465100K
FEMA EFFECTIVE DATE	11/16/2018
WATERSHED	Yadkin
SOIL TYPE	CuB (Type B Soils)

Impervious Calculations

Existing Impervious	
Building	1900
Concrete/Asphalt	700
Gravel	2000
Total	4600

New Impervious	
Building	14,400
Alley	5700
Sidewalks	3100
Driveways	2510
Total	25,810
Net New	**21,210**

GENERAL NOTES

SCHEMATIC NATURE OF REZONING PLAN

- THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. MINOR MODIFICATIONS TO THE PLAN MAY OCCUR DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT. THE REMOVAL OF TREES AND VEGETATION TO ACCOMPLISH THE IMPROVEMENTS IS GENERALLY CONTEMPLATED AS SHOWN ON THIS REZONING PLAN.
- THIS IS A REZONING PLAN AND AS SUCH IS TO BE GRAPHICALLY REPRESENTATIVE OF WHAT IS PROPOSED. THE FINAL ENGINEERING PLAN WILL HAVE MINOR CHANGES. THE BUILDING LOCATION, SIZE, ORIENTATION, AND FEATURES MAY HAVE MINOR CHANGES BASED ON FINAL ENGINEER DESIGN, AS APPROVED BY STAFF

USE AND COMPATIBILITY

- PERMITTED USES: RESIDENTIAL-SINGLE FAMILY ATTACHED
- THE SITE IS LOCATED ALONG THE NORTH SIDE OF FIRST STREET WITHIN CLOSE PROXIMITY TO THE TOWN CENTER AND FUTURE RAIL STOP AREA. THE ADJACENT LAND USES CONSIST OF SINGLE FAMILY RESIDENTIAL, CHURCH, AND A MIXED USE CENTER UNDER CONSTRUCTION. THE INTENT IS TO CREATE HIGHER DENSITY RESIDENTIAL NEAR THESE AREAS DEFINED IN THE 2040 PLAN.

MODIFICATION REQUEST

- ARTICLE 7.7 INTERNAL TREES (TOH ZONING ORDINANCE)
  DUE TO THE URBAN INFILL NATURE OF THE PROJECT, IT IS NOT PRACTICAL TO INCLUDE A CANOPY TREE IN THE FRONT YARD AND REAR YARD OF EACH TOWNHOME LOT. THE FONT YARDS ALONG CHURCH STREET, SECOND STREET AND WALTERS STREET WILL HAVE THE REQUIRED STREET TREES HOWEVER THE BUILD TO LINE LIMITS THE SPACE FOR ADDITIONAL TREES. THE FRONT/BACK YARDS OF THE TOWNHOMES HAVE LIMITED SPACE FOR TREES. TREES WILL BE PROVIDED TO THE EXTENT PRACTICAL.
- ARTICLE 4 -ATTACHED HOUSE BUILDING HEIGHT (TOH ZONING ORDINANCE)
  RELIEF FROM THE 30' MAX. BUILDING HEIGHT TO 33' MAX. IS REQUESTED IN ORDER TO BREAK UP THE STREET FACADES AND PROVIDE VARYING ARCHITECTURAL CHARACTER - SEE INCLUDED ARCHITECTURAL ELEVATIONS FOR PROPOSED HEIGHT DETAILS.
- ARTICLE 3.2.4 D3 - 30% ATTACHED (TOH ZONING ORDINANCE)
  RELIEF FROM THE 30% MAXIMUM FOR ATTACHED HOUSING. THIS PROJECT REQUEST IS TO ALLOW 100% ATTACHED HOUSING
- ARTICLE 7.5 BUFFERS (TOH ZONING ORDINANCES)
  REQUEST TO ELIMINATE THE 40' BUFFERS DUE TO THE ADJACENT DEVELOPMENTS AND THE RECOMMENDED INTENSIFICATION OF DENSITY IN THE DOWNTOWN/FUTURE RAIL AREA. THE APPLICANT IS PROPOSING A 12' BUFFER ON THE EAST AND WILL BE SUPPLEMENTED WITH PLANTING AS REQUIRED BY THE ORDINANCE.
- ARTICLE 5.5(D)3, OF THE ZONING ORDINANCE REQUIRES AN ON-STREET PARKING LANE ONE ONE SIDE OF THE STREET WHEN USING THE ATTACHED HOUSING TYPE - RELIEF TO ARTICLE 5.5(D)3. DUE TO DRIVEWAY LOCATION CONFLICTING WITH ENGINEERING PROCEDURE MANUAL SIGHT DISTANCES.
- ARTICLE 8.16 ITEM 10 OF THE ZONING ORDINANCE REQUIRES DRIVEWAYS TO BE 20' FROM THE ROW OR SIDEWALK EASEMENT. REQUEST RELIEF TO ARTICLE 8.16 ITEM 10 DUE TO THE URBAN NATURE OF THE SITE. DRIVEWAYS WILL VARY IN DEPTH.
- ARTICLE 7.4 2f OF THE ZONING ORDINANCE LIMITS SPECIMEN TREE MITIGATION IN RESIDENTIAL AREAS TO 30%. REQUEST RELIEF DUE TO THE URBAN NATURE OF THE SITE AND REQUEST MITIGATION FOR 100%.

ACCESS

THE PRIMARY VEHICULAR ACCESS IS VIA FIRST STREET

TIA

A TIA IS NOT REQUIRED PER THE TOWN OF HUNTERSVILLE

SIGNAGE

- ALL SIGNS SHALL COMPLY WITH THE TOWN OF HUNTERSVILLE CODE.

TRASH

- GARBAGE SERVICES WILL BE PROVIDED BY THE TOWN OF HUNTERSVILLE VIA ROLLOUT OR WITH A PRIVATE PICKUP SYSTEM

HVAC / UTILITY EQUIPMENT:

- HVAC UNITS FOR TOWNHOMES WILL BE ADJACENT TO GARAGES AND HVAC FOR APARTMENT WILL BE ON THE ROOF. ALL HVAC UNITS WILL COMPLY WITH 7.6 OF THE ORDINANCE.

WATER/ SEWER / UTILITIES:

- WATER AND SEWER AVAILABLE WITHIN THE PUBLIC STREETS

LIGHTING:

- THE LIGHTING FOR THIS PROJECT WILL MEET THE REQUIREMENTS OF 8.26.

ENVIRONMENTAL:

- EROSION CONTROL PLANS WILL COMPLY WITH CURRENT ORDINANCES AND BE APPLIED FOR DURING THE COMMERCIAL SITE PLAN PROCESS.
- WATER QUALITY, POST CONSTRUCTION, AND STORM WATER MANAGEMENT WILL COMPLY WITH THE CURRENT ORDINANCES AND WILL BE APPLIED FOR DURING THE SITE PLAN PROCESS.

BUFFERS/LANDSCAPING:

- BUFFER YARDS SHALL BE PLANTED ACCORDING TO ARTICLE 7.5 OF THE ZONING ORDINANCE OR AS REQUESTED IN MODIFICATIONS.

GENERAL SITE PLAN AND ARCHITECTURAL NOTE

- THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. THE EXACT LOCATIONS AND ARCHITECTURE OF THE UNITS AND BUILDINGS MAY BE MODIFIED, AS APPROVED BY Planning STAFF, DURING THE DESIGN, ENGINEERING, AND CONSTRUCTION PHASES OF THE DEVELOPMENT SO LONG AS SUCH MODIFICATIONS ARE WITHIN THE BOUNDARIES OF THE CONDITIONAL DISTRICT REZONING AND COMPATIBLE AND IN HARMONY WITH THE GENERAL LAYOUT OF THE REZONING PLAN.

N
W E
S
NORTH ARROW

0 10 20 40
GRAPHIC SCALE 1"=20 FT.

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614

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SECOND STREET VILLAGE PHASE II

1.147 AC

200 N CHURCH STREET
HUNTERSVILLE, NC

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REVISIONS

INITIAL SUB. DATE: 06/01/2026

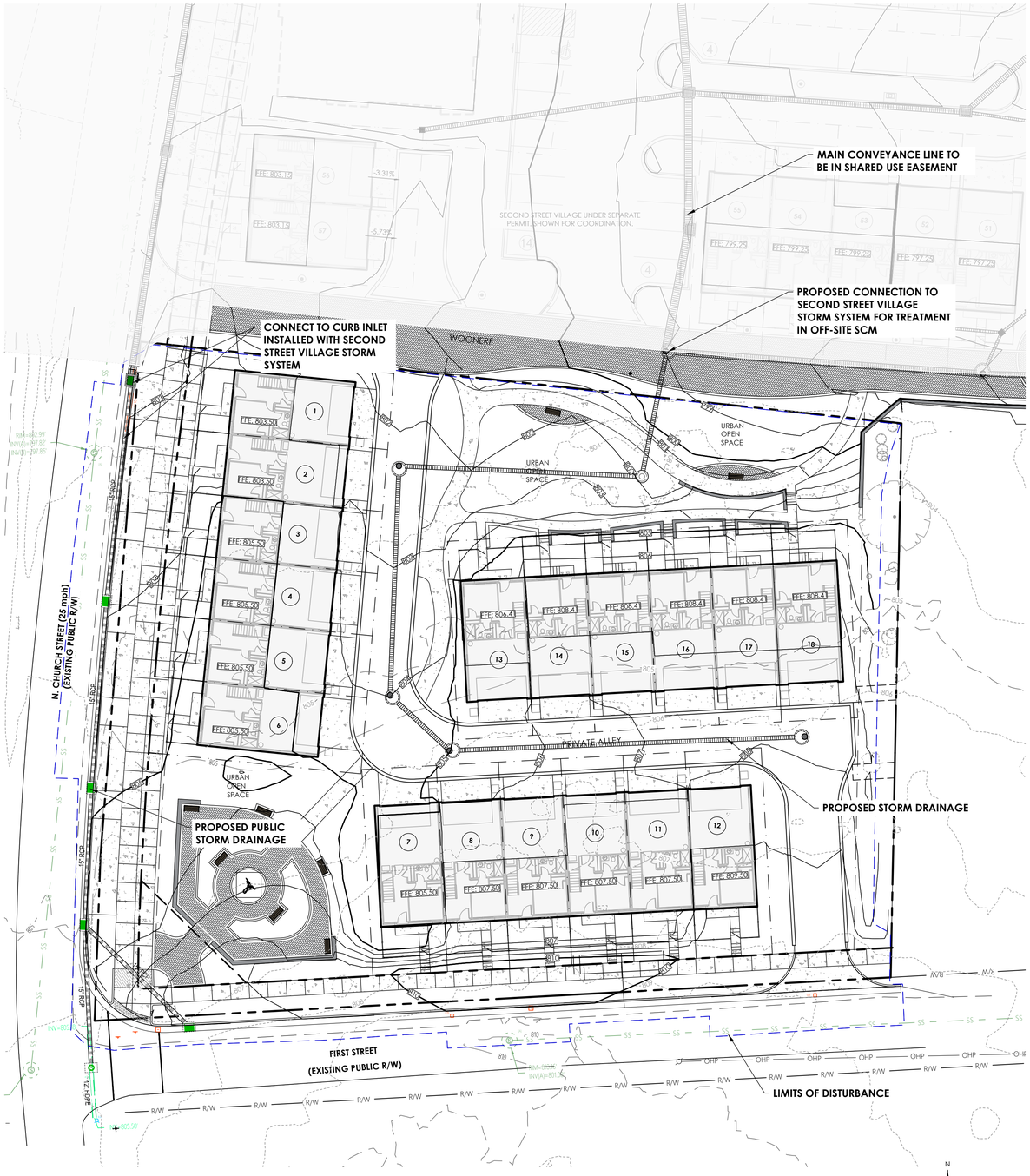
ISSUANCE DATE:

HFI PROJECT #: 25-00008.1

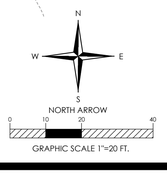
SITE PLAN

RZ04

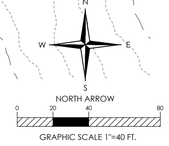
N:\25-00008 - Second Street Village\DWG\First and Church Base.dwg 8-06-26 04:31:30 PM kgorman



CONCEPTUAL SITE GRADING



OFFSITE WQ/DETENTION



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CONCEPTUAL GRADING & DRAINAGE

RZ05

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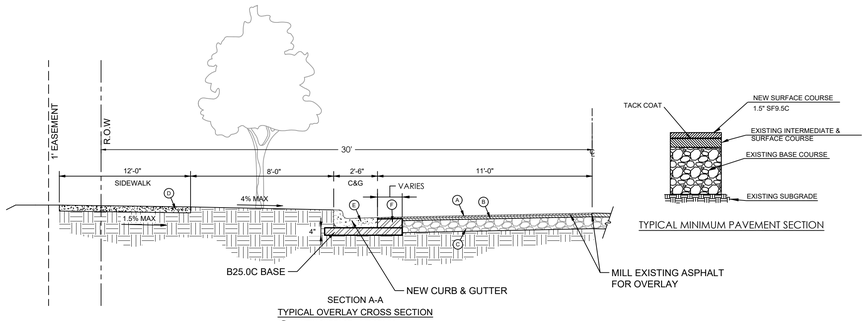
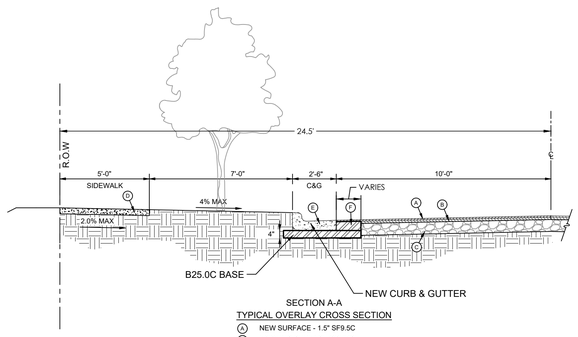


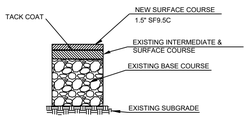
TYPICAL MINIMUM PAVEMENT SECTION

TYPICAL OVERLAY CROSS SECTION

- (A) NEW SURFACE - 1.5" SF9.5C
- (B) EXISTING SURFACE COURSE
- (C) EXISTING BASE COURSE
- (D) PROPOSED 4" THICK CONCRETE SIDEWALK PER TOWN OF HUNTERSVILLE STDS.
- (E) PROPOSED 2'-6" CONCRETE CURB AND GUTTER
- (F) FULL DEPTH ASPHALT BETWEEN EXISTING EOP AND GUTTER

CHURCH STREET SECTION





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FIRST STREET SECTION

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1.147 AC

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ISSUANCE DATE:

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STREET CROSS SECTIONS

RZ06

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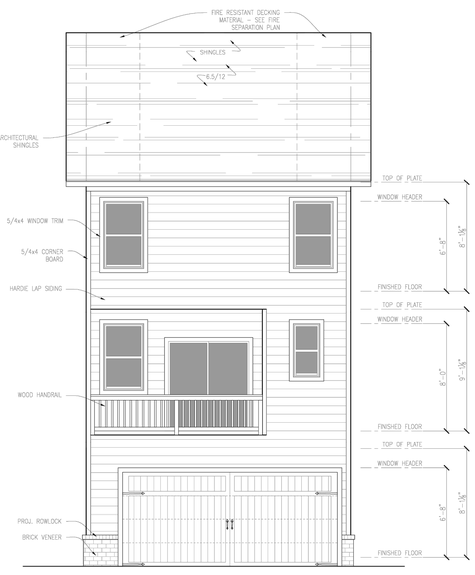
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

N:\25-00008 - Second Street Village\DWG\Sheets\First and Church Rezoning\STREET CROSS SECTIONS.dwg 6-01-26 10:51:27 AM kgorman

TORINO
FRONT ELEVATION "A"
3/16" = 1'-0"



TORINO
REAR ELEVATION
3/16" = 1'-0"

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Torino & Trimont
20' Townhomes

DRAWN BY: JHC
CHECKED BY: DCH
CONSTRUCTION SET:

A1.1 (A)

TORINO
LEFT ELEVATION "A"
1/8" = 1'-0"

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Torino & Trimont
20' Townhomes

DRAWN BY: JHC
CHECKED BY: DCH
CONSTRUCTION SET:

A1.2 (A)

TORINO
RIGHT ELEVATION "A"
1/8" = 1'-0"

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Torino & Trimont
20' Townhomes

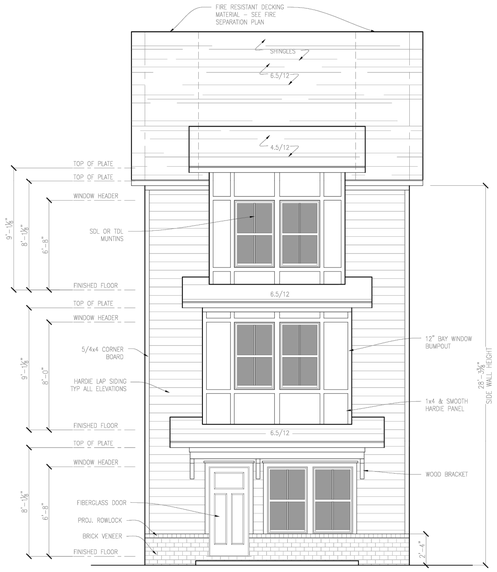
DRAWN BY: JHC
CHECKED BY: DCH
CONSTRUCTION SET:

A1.3 (A)

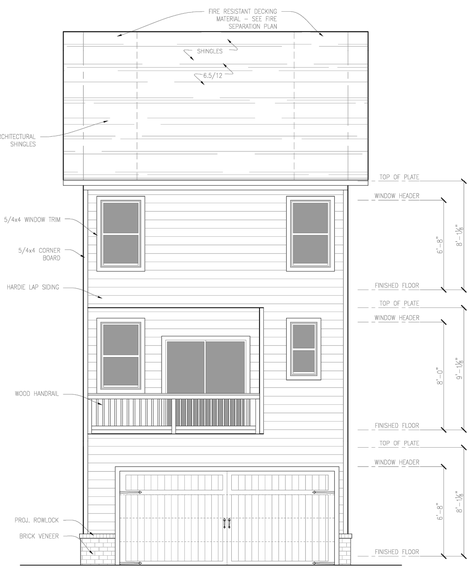
TORINO
RIGHT ELEVATION "A"
1/8" = 1'-0"

BUILDING
ELEVATIONS

RZ07



TORINO
FRONT ELEVATION "B"
3/16" = 1'-0"



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REAR ELEVATION
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GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL NATIONAL AND LOCAL CODES, BUILDING CODES, AND THE LATEST EDITION OF THE INTERNATIONAL ALL CURRENT ADOPTED EDITIONS

2. CONSTRUCTION AND LOT GRADING SHALL PREVENT RUN OFF AND ENCROACHMENT ONTO ADJACENT PROPERTIES

3. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL REPORT ANY DISCREPANCIES TO ARCHITECT/ENGINEER OF RECORD IMMEDIATELY. FAILURE TO REPORT DISCREPANCIES WILL ASSUME THAT ALL CONDITIONS ARE CORRECT AND ACCEPTED BY CONTRACTOR AS SUITABLE FOR CONSTRUCTION FROM EXISTING DESIGN CONDITIONS OF ATLANTA

4. ALL DRAWING AND DOCUMENT DIMENSIONS, NOTES, DETAILS, ETC. SHALL BE VERIFIED IN THE FIELD BY THE GENERAL CONTRACTOR, VENDOR OR SUBCONTRACTOR PRIOR TO CONSTRUCTION OR VENDOR WILL BE RESPONSIBLE FOR ANY DISCREPANCIES NOT REPORTED IN WRITING TO ARCHITECT/ENGINEER OF RECORD PRIOR TO CONSTRUCTION

5. ALL DRAWINGS, DETAILS, NOTES, ETC. SHALL REVISED AS NECESSARY

6. STRUCTURAL FOOTINGS SHALL BE BELOW THE FROST LINE AND BEAR ON UNDISTURBED SOIL OR ENGINEERED FILL WITH AN ASSUMED ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF. ALL FOOTINGS SHALL BE INSPECTED BY A LICENSED ENGINEER, A LICENSED GEOTECHNICAL ENGINEER OR A LICENSED BUILDING OFFICIAL PRIOR TO CONSTRUCTION. TEST REPORTS SHALL BE SUBMITTED TO THE BUILDING OFFICIAL UPON THE PROJECTS BUT CONDITIONS ARE NOT MET

7. ALL FOUNDATIONS AND FOOTINGS SHALL BE INSPECTED PER LOCAL CODES AND SIGNED OFF BY BUILDING INSPECTOR PRIOR TO CONSTRUCTION.

8. ALL FOUNDATION WALLS, FLOOR AND ROOF STRUCTURAL SYSTEMS SHALL BE DESIGNED AND DETAILED BASED UPON LOCAL CODES AND ORDINANCES

9. TO ENSURE A SAFE AND ADEQUATE BUILDING STRUCTURE, ALL FRAMING SHALL COMPLY WITH THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODES PRIOR TO CONSTRUCTION.

10. ALL CONCRETE, STEEL, WOOD AND OR COMPOSITE MATERIALS SHALL MEET ALL APPLICABLE CODES

11. ALL STRUCTURAL MEMBERS SHALL BE DESIGNED TO SUPPORT ALL LIVE AND DEAD LOADS AS REQUIRED BY THE LOCAL BUILDING CODES AND ORDINANCES

12. ALL FLOOR AND ROOF FRAMING AND TRUSS DESIGN/ENGINEERING DOCUMENTS SHALL BE SUBMITTED TO THE FIELD ENGINEER FOR ASSEMBLY REVIEW AND/OR APPROVAL PRIOR TO CONSTRUCTION

13. ALL WOOD FRAMING MATERIALS SHALL BE KILN DRIED TO A MOISTURE CONTENT OF 19% OR LESS PRIOR TO ENCLOSURE

14. ALL ROOF/WALL/WINDOW/DOOR FLASHING SHALL BE INSTALLED PER LOCAL CODES AND ORDINANCES

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16. ALL EXTERIOR WALLS SHALL HAVE A MINIMUM R-13 INSULATION VALUE

17. ALL ATTIC SPACES SHALL HAVE A MINIMUM R-30 INSULATION VALUE

18. ALL CRAWL SPACES SHALL HAVE A MINIMUM R-19 INSULATION VALUE

19. ALL HEATING AND AIR CONDITIONING DUCTWORK SHALL BE INSTALLED WITHIN CONDITIONED SPACE

20. ALL PLUMBING, ELECTRICAL, HVAC AND OTHER MECHANICAL SYSTEMS SHALL BE INSTALLED PER LOCAL CODES AND ORDINANCES

21. ALL EXTERIOR CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS

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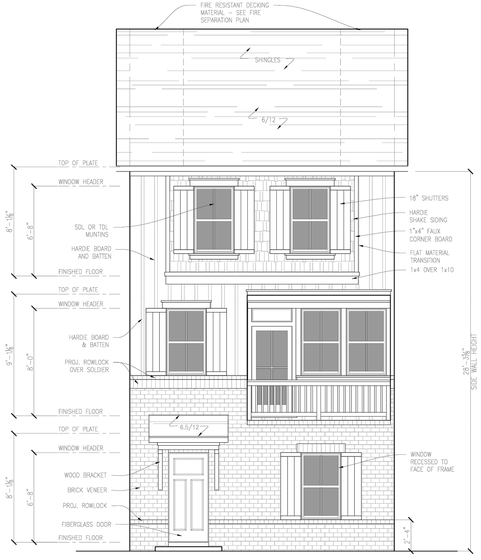
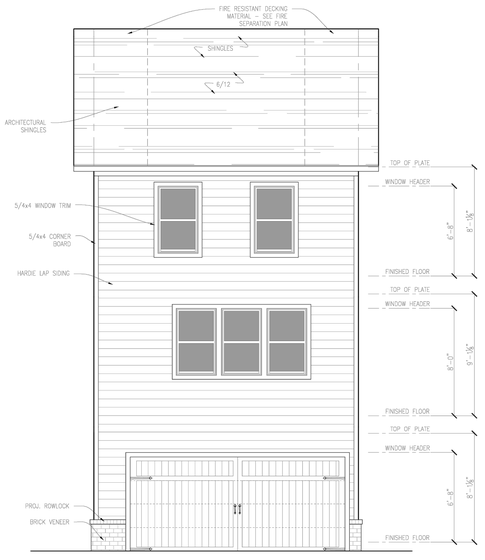


TRIMONT
FRONT ELEVATION

3/16" = 1'-0"



TRIMONT
REAR ELEVATION

3/16" = 1'-0"

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6. ALL FOUNDATION WALLS, FOOTINGS, GRADE BEAMS, RETAINING WALLS, AND OTHER CONCRETE SHALL BE DESIGNED BY A LICENSED ENGINEER PRIOR TO CONSTRUCTION.

7. ALL CONCRETE, REINFORCING AND CONCRETE FILLED MASONRY SHALL BE DESIGNED BY A LICENSED ENGINEER PRIOR TO CONSTRUCTION.

8. ALL STRUCTURAL MEMBERS SHALL BE CONCRETE, STEEL, WOOD, OR MASONRY AS SHOWN ON THE PLANS. ALL MATERIALS SHALL BE DESIGNED TO SUPPORT THE LOADS AS NOTED BELOW. UNLESS OTHERWISE NOTED ON THE PLANS, ALL STRUCTURAL TIMBER SHALL BE THE FOLLOWING OR BETTER: UNDERGROUND USE: SYP #2

9. ALL FLOOR AND ROOF MEMBERS SHOWN ON THE PLANS ARE SCHEMATIC ONLY. NOT ASSUMED TO BE A COMPLETE SYSTEM UNLESS NOTED OTHERWISE.

10. ALL WOOD FRAMING MEMBERS SHALL BE OF CONSTRUCTION GRADE LUMBER, EXCEPT AS NOTED OTHERWISE.

11. ALL STRUCTURAL STEEL SHALL BE ASTM A36 OR BETTER.

12. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS AND SHALL CONFORM TO AWS STANDARDS.

13. ALL STRUCTURAL BOLTING SHALL BE ASTM A307 OR BETTER.

14. ALL STRUCTURAL STEEL MEMBERS SHALL BE PAINTED WITH A RUST INHIBITIVE PAINT.

15. ALL CONCRETE, STEEL, WOOD AND OR COMPOSITE CONSTRUCTION SHALL BE EVALUATED FINELY.

16. ALL STRUCTURAL MEMBERS SHALL BE SUPPORTED AT BOTH ENDS UNLESS NOTED OTHERWISE. ALL BEAMS SHALL BE DESIGNED TO SUPPORT THE LOADS AS NOTED BELOW. LOADS TRIBUTARY TO THE BEAMS SHALL BE DETERMINED BY THE CONTRACTOR AND VERIFIED WITH THE ENGINEER PRIOR TO CONSTRUCTION.

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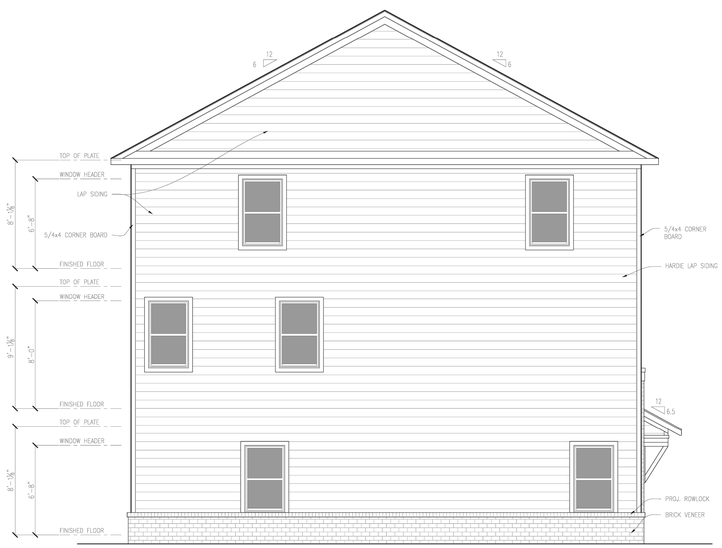
Torino & Trimont
20' Townhomes

DRAWN BY: JHC
CHECKED BY: DCH
CONSTRUCTION SET:

A1.1 (B)



TRIMONT
LEFT ELEVATION

1/8" = 1'-0"

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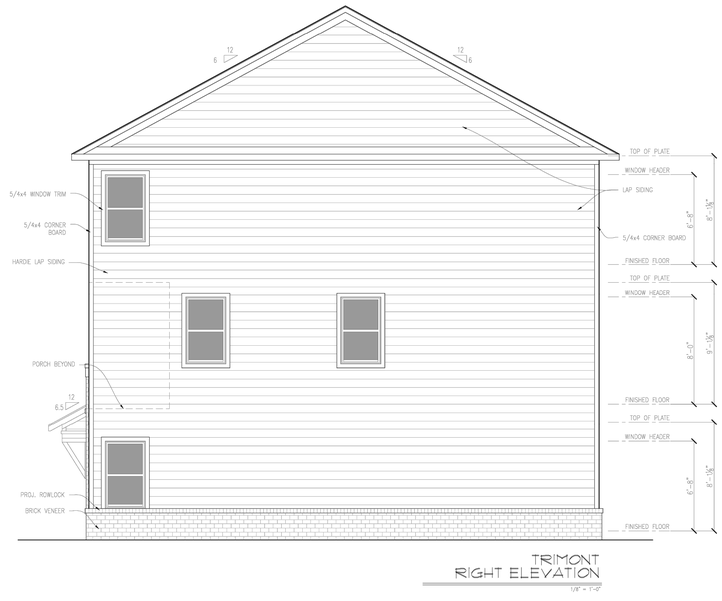
Torino & Trimont
20' Townhomes

DRAWN BY: JHC
CHECKED BY: DCH
CONSTRUCTION SET:

A1.2 (B)



TRIMONT
RIGHT ELEVATION

1/8" = 1'-0"

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Torino & Trimont
20' Townhomes

DRAWN BY: JHC
CHECKED BY: DCH
CONSTRUCTION SET:

A1.3 (B)

BUILDING
ELEVATIONS

RZ09

FIVE UNIT EXAMPLE
FRONT ELEVATION
24" STEPDOWN

3/32" = 1'-0"

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Contractor's or Engineer

Torino & Trimont
20' Townhomes

DRAWN BY: JHC
CHECKED BY: DCP
CONSTRUCTION SET:

A1.1

FIVE UNIT EXAMPLE
REAR ELEVATION
24" STEPDOWN

3/32" = 1'-0"

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20' Townhomes

DRAWN BY: JHC
CHECKED BY: DCP
CONSTRUCTION SET:

A1.2

FIVE UNIT EXAMPLE
FRONT ELEVATION
NO STEPDOWN

3/32" = 1'-0"

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3. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION THE GENERAL CONTRACTOR AND THE SUBCONTRACTORS SHALL REPORT ANY PLAN OR SITE CONFLICTS OR DISCREPANCIES TO THE GENERAL CONTRACTOR AND/OR DESIGN CONCEPTS OF ATLANTA. FAILURE TO DO SO SHALL INDEMNIFY AND HOLD HARMLESS THE GENERAL CONTRACTOR, OWNER REPRESENTATIVES AND DESIGN CONCEPTS OF ATLANTA FROM RESPONSIBILITY FOR ANY AND ALL CORRECTIVE MEASURES.

4. ALL DRAWINGS ARE DIAGRAMMATIC IN NATURE. INSTALLATION SHALL INCLUDE ALL ITEMS NECESSARY FOR A COMPLETE AND WORKABLE SYSTEM AS INTENDED BY THE DRAWINGS AND SPECIFICATIONS. CONTRACTOR SHALL COORDINATE ALL WORK WITH ALL TRADES AND VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OR HEAVIER WILL ASSUME ALL RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS NOT REPORTED IN WRITING TO AND FOR CORRECTION PRIOR TO CONSTRUCTION FROM SOLUTIONS HEREIN CONCEPTS OF ATLANTA.

5. ALL DRAWINGS, DETAILS, NOTES, ETC. SHALL BE FOR BID PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION. OWNER REPRESENTATIVES PRIOR TO CONSTRUCTION OR HEAVIER WILL ASSUME ALL RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS NOT REPORTED IN WRITING TO AND FOR CORRECTION PRIOR TO CONSTRUCTION FROM SOLUTIONS HEREIN CONCEPTS OF ATLANTA.

6. ALL DRAWINGS, DETAILS, NOTES, ETC. SHALL BE FOR BID PURPOSES ONLY.

7. STRUCTURAL FOOTINGS SHALL BE BUILT ON UNDISTURBED NATURAL VIRGIN CLAY AND SHALL BE A MINIMUM OF 12" BELOW ANY FILL, WHICH IS NOT A PART OF THE STRUCTURAL FOOTER SYSTEM AS SPECIFIED BY A LICENSED ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION. OWNER REPRESENTATIVES SHALL VERIFY THAT ALL FOOTINGS HAVE BEEN EXCAVATED AND SHALL NOTIFY THE ENGINEER OF RECORD FOR INSPECTION.

8. ALL FOUNDATION AND FOOTINGS SHALL BE REINFORCED AS SPECIFIED BY A LICENSED ENGINEER PRIOR TO CONSTRUCTION.

9. ALL FOUNDATION, WALLS, FOOTERS, GRADE BEAMS, FLOOR AND ROOF STRUCTURAL MEMBERS SHALL BE DESIGNED AND SEALED BY A LICENSED ENGINEER OPEN LOCAL CODES AND ADOPTED AMENDMENTS.

10. TO ENSURE A SAFE AND WELL CONSTRUCTED DWELLING THE GENERAL CONTRACTOR AND THE SUBCONTRACTORS SHALL VERIFY FOR PROPER, ADJUSTMENTS TO ALL STRUCTURAL MEMBERS OR DETAILS IT DEEMED NECESSARY PRIOR TO CONSTRUCTION.

11. ALL CONCRETE, STEEL, WOOD AND OR COMPOSITE STRUCTURAL MEMBERS SHALL MEET ALL APPLICABLE CODES.

12. ALL STRUCTURAL MEMBERS SHALL BE DESIGNED TO WITHSTAND LIVE LOADS AS REQUIRED BY THE BUILDING CODES. ALL MEMBERS SHALL BE DESIGNED TO ACCOMMODATE ALL DEAD LOADS IN ADDITION TO THE LIVE LOADS. DEAD LOADS SHALL INCLUDE THE WEIGHT OF THE STRUCTURE AND ALL PERMANENT FIXTURES AND EQUIPMENT SUPPORTED BY THE STRUCTURE.

13. ALL FLOOR AND ROOF MEMBERS SHOWN ON THE DRAWINGS/DOCUMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS AND BY APPROVED FOR USE BY LOCAL/NATIONAL BUILDING CODES.

14. ALL WOOD FRAMING MEMBERS SHOWN ON THE DRAWINGS/DOCUMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS AND BY APPROVED FOR USE BY LOCAL/NATIONAL BUILDING CODES.

Licensing Agreement

These plans are licensed to and may only be used by the original purchaser. They cannot be resold to any other builder. Contracts or plans for resale are without consent by Southern Design Concepts of Atlanta.

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RES BUILT

SPCA Atlanta Southern Design Concepts of Atlanta

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Contractor's or Engineer

Torino & Trimont
20' Townhomes

DRAWN BY: JHC
CHECKED BY: DCP
CONSTRUCTION SET:

A1.4

BUILDING ELEVATIONS

RZ10

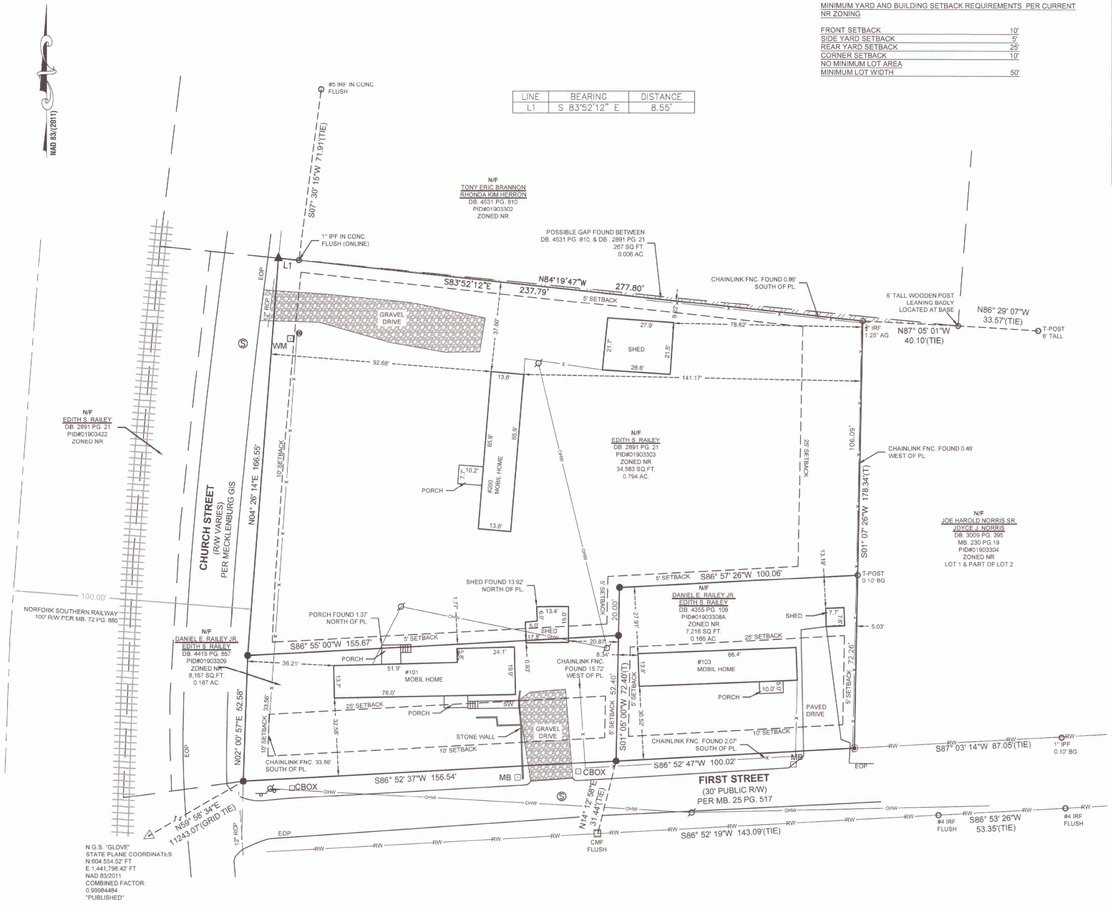
LEGEND

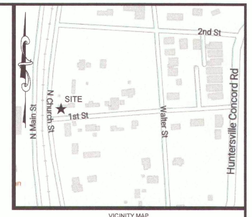
CMF	CONCRETE MON FOUND
	SET MAG NAIL
	CALCULATED POINT
	SET #4 REBAR
IPF	IRON PIPE FOUND AS LABELED
IRF	IRON REBAR FOUND AS LABELED
	LINES SURVEYED
	TIE LINES
	LINES NOT SURVEYED
	SETBACKS
RW	APPARENT RIGHT OF WAY
EOP	EDGE OF PAVEMENT
	NGS MONUMENT
DB	DEED BOOK
MB	MAP BOOK
DB	DEED BOOK
AG	ABOVE GROUND
BG	BELOW GROUND
FNC	FENCE
PL	PROPERTY LINE
MB	MAILBOX
	SIGN
	FIRE HYDRANT
CBOX	CABLE BOX
WM	WATER METER
	SEWER CLEANOUT
	SEWER MANHOLE
	STORM DRAIN LINE
RCP	REINFORCED CONCRETE PIPE
OHW	OVERHEAD WIRES
	UTILITY POLE
	RAILWAY R/W
	TRAIN TRACKS
	CHAIN LINK FENCE
	GAP AREA

MINIMUM YARD AND BUILDING SETBACK REQUIREMENTS PER CURRENT NR ZONING

FRONT SETBACK	10'
SIDE YARD SETBACK	5'
REAR YARD SETBACK	25'
CORNER SETBACK	10'
NO MINIMUM LOT AREA	
MINIMUM LOT WIDTH	50'

LINE	BEARING	DISTANCE
L1	S 83°52'12" E	8.55'





VICINITY MAP
NOT TO SCALE

NOTES

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2. ALL AREAS HAVE BEEN COMPUTED BY THE COORDINATE GEOMETRY METHOD
3. THIS DRAWING IS NOT INTENDED TO CONFORM TO N.C. GS47-30 AND IS THEREFORE NOT FOR RECORDATION.
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6. SUBJECT PROPERTY IS CURRENTLY ZONED NR MECKLENURG COUNTY GIS. CONSULT WITH GOVERNING AGENCY FOR PREVAILING LAND DEVELOPMENT AND ZONING REQUIREMENTS PRIOR TO DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.
7. NO PORTION OF THIS PARCEL LIES WITHIN A COMMUNITY OR FEMA FLOOD ZONE PER PANEL #3710465100K EFFECTIVE DATE: 11/16/2016.
8. BOUNDARY & PHYSICAL SURVEY MADE AT THE REQUEST OF BUYER: BETTER PATH HOMES.
9. IRON PINS ON ALL CORNERS UNLESS OTHERWISE NOTED.
10. THIS PROPERTY MY BE SUBJECT TO MAXIMUM IMPERVIOUS AREA REQUIREMENTS. BEFORE MAKING ANY RENOVATIONS OR REPAIRS TO THIS PROPERTY CHECK WITH THE LOCAL PLANING OR ZONING DEPARTMENT FOR ANY RESTRICTIONS OR REGULATIONS IN PLACE.
11. SURVEYED PARCELS ARE PART OF THE CLARKE STREAM WATERSHED

30 15 0 30
Scale of Drawing 1 Inch = 30 Feet

THIS IS AN EXISTING PARCEL OF LAND WITHIN A MUNICIPALITY THAT REGULATES PARCELS OF LAND.

I, J. ERIC CLEMMER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DESCRIPTION RECORDED IN DEED BOOK 4355 PAGE 109, DEED BOOK 4415 PAGE 857, & DEED BOOK 2891 PAGE 21); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN MAP BOOK 28, PAGE 199; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS 23RD DAY OF SEPTEMBER, 2024.

J. ERIC CLEMMER REGISTRATION# L-5315

NORTH CAROLINA PROFESSIONAL SEAL 9/23 L-5315 LAND SURVEYOR J. ERIC CLEMMER

BOUNDARY & PHYSICAL SURVEY OF MECKLENBURG COUNTY TAX PARCELS: 01903303, 01903309, & 01903308A

TIDEMARK LAND SERVICES
3556 CENTRE CIRCLE, SUITE A
FORT MILL, SC 29715
OFFICE: 844.865.5263
WWW.TIDEMARKLAND.COM
NC FIRM C-4291 / SC COA 5654

SURVEY MADE AT THE REQUEST OF: BETTER PATH HOMES

As Recorded in: DEED BOOK 4355 PAGE 109 DEED BOOK 4415 PAGE 857 DEED BOOK 2891 PAGE 21

Site Address: 101 FIRST STREET 103 FIRST STREET 200 NORTH CHURCH STREET TOWN OF HUNTERSVILLE NORTH CAROLINA, 28078 MECKLENBURG COUNTY

1093-0047	KRS	≥ 1:10,000+	1"=30'	01903303, 01903309, 01903308A	101, 103 1ST 200 CHURCH ST	1 of 1	9/23/2024
Job No.	Prepared By	Error of Closure	Drawing Scale	Tax Parcel Number	Drawing File Name	Sheet Number	Date

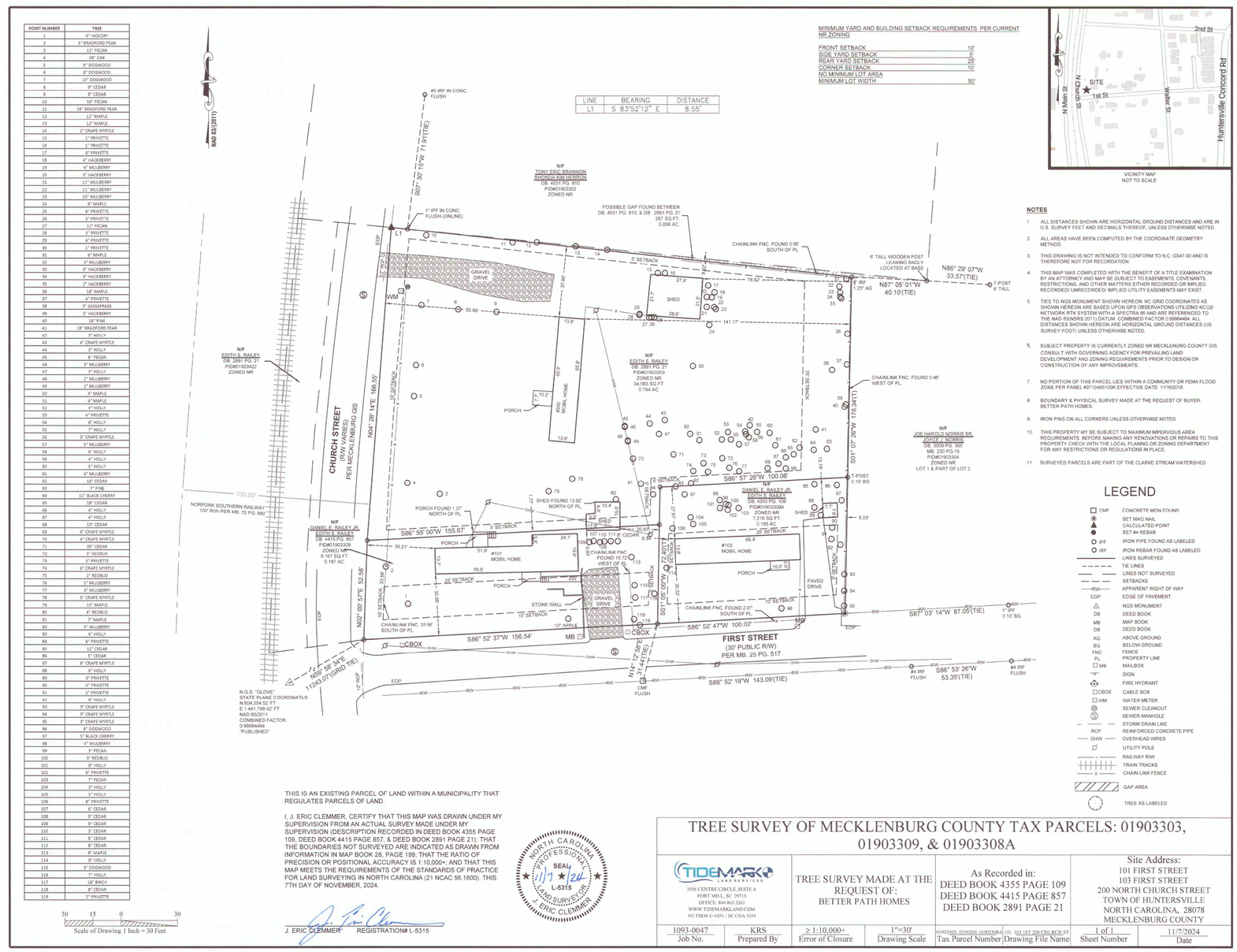
BOUNDARY SURVEY

RZ11

POINT NUMBER	TREE
1	6" HICKORY
2	3" BRADFORD PEAR
3	11" PECAN
4	48" OAK
5	9" DOGWOOD
6	8" DOGWOOD
7	10" DOGWOOD
8	9" CEDAR
9	8" CEDAR
10	16" PECAN
11	18" BRADFORD PEAR
12	12" MAPLE
13	12" MAPLE
14	2" CRAPE MYRTLE
15	1" PRIVETTE
16	1" PRIVETTE
17	8" PRIVETTE
18	4" HACKBERRY
19	6" MULBERRY
20	5" HACKBERRY
21	11" MULBERRY
22	11" MULBERRY
23	10" MULBERRY
24	8" MAPLE
25	6" PRIVETTE
26	3" PRIVETTE
27	11" PECAN
28	3" PRIVETTE
29	4" PRIVETTE
30	1" PRIVETTE
31	9" MAPLE
32	4" MULBERRY
33	6" HACKBERRY
34	6" HACKBERRY
35	7" HACKBERRY
36	18" MAPLE
37	4" PRIVETTE
38	3" SASSAFRASS
39	5" HACKBERRY
40	18" PINE
41	18" BRADFORD PEAR
43	5" HOLLY
43	4" CRAPE MYRTLE
44	3" HOLLY
45	8" PECAN
46	3" MULBERRY
47	3" HOLLY
48	2" MULBERRY
49	2" MULBERRY
50	4" MAPLE
51	6" MAPLE
52	4" HOLLY
53	4" PRIVETTE
54	6" HOLLY
55	3" HOLLY
56	3" CRAPE MYRTLE
57	3" MULBERRY
58	4" HOLLY
59	4" HOLLY
60	5" HOLLY
61	6" MULBERRY
62	16" CEDAR
63	7" PINE
64	11" BLACK CHERRY
65	18" CEDAR
66	4" HOLLY
67	4" HOLLY
68	13" CEDAR
69	6" CRAPE MYRTLE
70	4" CRAPE MYRTLE
71	35" CEDAR
72	3" REDBLO
73	3" PRIVETTE
74	6" CRAPE MYRTLE
75	2" REDBLO
76	3" MULBERRY
77	3" MULBERRY
78	6" CRAPE MYRTLE
79	13" MAPLE
80	4" REDBLO
81	7" MAPLE
82	3" MULBERRY
83	6" HOLLY
84	6" PRIVETTE
85	12" CEDAR
86	5" CEDAR
87	8" CRAPE MYRTLE
88	6" HOLLY
89	3" PRIVETTE
90	4" PRIVETTE
91	2" PRIVETTE
92	9" HOLLY
93	5" CRAPE MYRTLE
94	3" CRAPE MYRTLE
95	3" CRAPE MYRTLE
96	8" DOGWOOD
97	5" BLACK CHERRY
98	4" MULBERRY
99	3" PECAN
100	3" REDBLO
101	8" HOLLY
102	6" PRIVETTE
103	7" PECAN
104	3" HOLLY
105	3" HOLLY
106	8" PRIVETTE
107	6" CEDAR
108	5" CEDAR
109	9" CEDAR
110	3" CEDAR
111	5" CEDAR
112	8" CEDAR
113	8" MAPLE
114	8" HOLLY
115	3" DOGWOOD
116	7" HOLLY
117	18" BIRCH
118	8" CEDAR
119	2" PRIVETTE

30 15 0 30

Scale of Drawing 1 Inch = 30 Feet



LINE	BEARING	DISTANCE
L1	S 83°52'12" E	8.55'

MINIMUM YARD AND BUILDING SETBACK REQUIREMENTS PER CURRENT NR ZONING

FRONT SETBACK	10'
SIDE YARD SETBACK	5'
REAR YARD SETBACK	25'
CORNER SETBACK	10'
NO MINIMUM LOT AREA	
MINIMUM LOT WIDTH	50'

VICINITY MAP
NOT TO SCALE

NOTES

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11. SURVEYED PARCELS ARE PART OF THE CLARKE STREAM WATERSHED

LEGEND

- CMF — CONCRETE MON FOUND
- SET MAG NAIL
- CALCULATED POINT
- SET #4 REBAR
- IPF — IRON PIPE FOUND AS LABELED
- IRF — IRON REBAR FOUND AS LABELED
- LINES SURVEYED
- TIE LINES
- LINES NOT SURVEYED
- SETBACKS
- RW — APPARENT RIGHT OF WAY
- EOP — EDGE OF PAVEMENT
- NGS MONUMENT
- DB — DEED BOOK
- MB — MAP BOOK
- DB — DEED BOOK
- AG — ABOVE GROUND
- BG — BELOW GROUND
- FNC — FENCE
- PL — PROPERTY LINE
- MB — MAILBOX
- "R" — SIGN
- FIRE HYDRANT
- CBOX — CABLE BOX
- WM — WATER METER
- SEWER CLEANOUT
- SEWER MANHOLE
- STORM DRAIN LINE
- RCP — REINFORCED CONCRETE PIPE
- OHW — OVERHEAD WIRES
- UTILITY POLE
- RAILWAY R/W
- TRAIN TRACKS
- CHAIN LINK FENCE
- GAP AREA
- TREE AS LABELED

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I, J. ERIC CLEMMER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DESCRIPTION RECORDED IN DEED BOOK 4355 PAGE 109, DEED BOOK 4415 PAGE 857, & DEED BOOK 2891 PAGE 21); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN MAP BOOK 28, PAGE 199; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS 7TH DAY OF NOVEMBER, 2024.

J. ERIC CLEMMER REGISTRATION# L-5315

NORTH CAROLINA PROFESSIONAL SEAL L-5315 LAND SURVEYOR J. ERIC CLEMMER

TREE SURVEY OF MECKLENBURG COUNTY TAX PARCELS: 01903303, 01903309, & 01903308A

TIDEMARK LAND SERVICES
3556 CENTRE CIRCLE, SUITE A
FORT MILL, SC 29715
OFFICE: 844.865.5263
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TREE SURVEY MADE AT THE REQUEST OF: BETTER PATH HOMES

As Recorded in: DEED BOOK 4355 PAGE 109 DEED BOOK 4415 PAGE 857 DEED BOOK 2891 PAGE 21

Site Address: 101 FIRST STREET 103 FIRST STREET 200 NORTH CHURCH STREET TOWN OF HUNTERSVILLE NORTH CAROLINA, 28078 MECKLENBURG COUNTY

1093-0047	KRS	≥ 1:10,000+	1"=30'	01903303, 01903309, 01903308A	101, 103 1ST 200 CHURCH ST	1 of 1	11/7/2024
Job No.	Prepared By	Error of Closure	Drawing Scale	Tax Parcel Number	Drawing File Name	Sheet Number	Date

TREE SURVEY

RZ12

SECOND ST VILLAGE PHII - COMMUNITY MEETING MINUTES – July 29, 2026

Start Time: 6:00 PM

End Time: ENTER END TIME

Attendees:

Kathie Jones
Nathan Farber (TOH)
Scott Coronet (Commissioner)
Heather Smallwood (Commissioner)
Brian Hines
Jay Henson
Kevin Gorman

Discussion Items:

- **What is the status of Walters St improvements?**

We were informed by the Engineering Department that the plans were 30% complete. Timing needs to be discussed with the Engineering Department.

- **Drainage is poor on Walters Street. Will this impact it?**

No, it would remove most of the drainage that is directed to Walter Street. The current system collects all pavement and roof drainage and directs it to the underground system to the north and discharged into the existing creek after treatment.

- **Speeding on Walters Street is a problem.**

Discuss with Engineering to see if traffic calming devices are warranted.

- **The abandoned/burned trailer is still on the site.**

While the applicant has not closed on the property it is a condition to remove prior to closing. It is slated to be removed in the first week of August.

- **There is a school bus stop at the corner of First/Church Streets. Will this facilitate a school bus stop?**

Yes, and it will be enhanced with open spaces. There is a seat-wall and benches at the corner and would be great for a bus stop)

- **Will the open pond from the previously approved plan be removed?**

Yes, it will be removed, a few units added and additional common open space added.

- **What about the corner of First/Walters Street**

That is currently not under contract at this time. It could be an extension of this project in the future.

- **When could this start as we are all anxious to see the area improved?**

Phase 1 could start at the end of 2026. Phase 2 could be 9 months afterwards.

Town Engineering Rezoning Comment Summary
R26-11 Second Street Village Phase II
204 N Church Street.
Huntersville, NC

General Project Information

This proposed rezoning is located at 204 N Church Street (intersection of First & Church St.). This rezoning plans for the development of eighteen (18) attached single-family residential units. The development proposes one driveway connection onto First St. and will provide internal connectivity to the Phase I site.

Engineering Staff Comments

1.) Stormwater Concept Plan:

A stormwater concept plan was submitted as a part of this rezoning. One stormwater control measure (SCM) will be used to meet the sites' stormwater requirements. This SCM will be located on the Second Street Village Phase I site (currently under preliminary plan review) and will serve the Phase II site. The stormwater control measure proposed meets the minimum requirements for the stormwater concept plan.

2.) Traffic Impact Analysis (TIA):

A TIA was not required by the Town. The proposed development was under the trip generation thresholds stated in ZO 14.2.1.

3.) Regulated Stream & Surface Water Buffers:

The proposed rezoned parcel does not contain a regulated stream and/or surface water buffer.

Red Line Stops
Red Line
Red Line - 1/2 Mile Stop Buffer
Red Line - 1 Mile Stop Buffer
Red Line - 1/4 Mile Stop Buffer
Red Line Buffer

Thoroughfares

Proposed Thoroughfare
- Defined
- Undefined

Roads

Name
- Everette Keith Road
- Hambright Road
- Verhoeff Drive

Natural Heritage Elements
Natural Hertiage Area

Greenways

Municipality
- Huntersville
- Mecklenburg County
- Mooresville to Charlotte Trail (Proposed)

Bikeways
- Bike Lanes - Existing
- Wide Outside Lane - Existing
- Bike Lanes - Proposed
- Wide Paved Shoulder - Proposed
- Bike Lanes - Future Road
- Wide Paved Shoulder - Future Road
- Side Path - Proposed
- Side Path - Future Road
- Lake Norman Bike Route
- Utility ROW
- Residential Subdivision
- Farmhouse Cluster
- Wetlands
- Stream

SWIM - Post Const Buffers
- 0
- 30'
- 35'
- 50'
- 100'
- FEMA Flood Zone

BFRC Study Area Proposed Road Network
- Proposed Collector Street
- URCSAP Potential Road Network
- Potential DTSP Connections
- Road Extension Alternate Alignments
- Watershed Boundary

Greenways

STATUS
- Existing
- Under Construction
- Proposed

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Lauren Speight, Senior Planner

Subject: #TA26-03 Accessory Structures

Explain Request:

Conduct a public hearing on Petition #TA26-03, a request by Bradley Daley, to increase the total area of accessory structures allowed for residential lots five acres in area and greater.

Action Recommended: Conduct Public Hearing

Alternative Action:

Call Public Hearing

Financial Implications:

Attachments:

1. TA 26-03 - PH Staff Report 09.01.2026_
2. Text Amendment Application - Accessory Structure - Daley
3. TA26-03 Ordinance

TA26-03 – Accessory Structures

PART 1: DESCRIPTION

TA26-03 is a request by Bradley Daley to amend Article 12.2.1 of the Huntersville Zoning Ordinance. The purpose of the amendment is to increase the total area of accessory structures allowed for properties over five acres.

PART 2: BACKGROUND

Per Article 12.2.1 of the Huntersville Zoning Ordinance, "The total square footage of all accessory structure(s) shall not exceed the total square footage of heated area located on the first floor of the principal structure. "

Town Planning staff receive occasional requests from property owners of larger lots, that are not bona fide farms, for flexibility with the total area of all accessory structures. Structures for bona fide farm purposes are generally exempt from county and municipal zoning regulations which allow some larger residentially-zoned lots to have accessory structures. However, the total area of accessory structures for larger lots is restricted to the total area of the heated area of the first floor of the primary structure.

The applicants propose the total area of accessory structures for lots five acres and greater shall not exceed twice the total area of the heated area of the first floor of the principal structures. Neighboring municipalities use a variety of calculation methods to set a maximum area of accessory structures that are generally comparable to the total area currently allowed by the Zoning Ordinance. Staff find the proposed threshold of five acres is appropriate as residential lots less than five acres are more likely to be located within a major subdivision with close setbacks to adjoining principal structures and increasing the total area of accessory structures would not allow the accessory structures to be subordinate in nature to the principal structure on smaller lots.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

TA26-03 is consistent with the following Huntersville 2040 Community Plan policies:

- **LU-1: Encourage a development pattern that follows the Future Land Use Map.**
- **LU-2: Encourage residential development that follows the pattern outline in the future land use map.**
  Staff Comment: This proposed text amendment would increase the amount of area that could be used for accessory structures substantially over the current limitations, while still maintaining the residential density of the larger lots. Property owners often expand the footprint of the heated area of the principal structure to qualify for more area for accessory structures. Increasing the allowed accessory structure area for larger lots may limit the expansion impervious areas of both principal and accessory structure areas by allowing greater flexibility with the accessory structure.

PART 4: STAFF RECOMMENDATION

If the Town Board supports providing greater flexibility for the total area of accessory structures for lots five acres and greater, Staff recommends approval of the proposed text amendment due to its consistency with policies LU-1 and LU-2 of the Huntersville 2040 Plan. This amendment may prevent circumvention of the Ordinance for some lots by allowing larger lots to have a greater total area of accessory structures.

PART 5: PUBLIC HEARING

The Public Hearing is scheduled for September 1, 2026.

PART 6: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled for September 22, 2026.

PART 7: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance

PART 8: STATEMENT OF CONSISTENCY – TA26-03

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA26-03, Planning Staff recommends approval based on consistency with Policies LU-1 and LU-2 of the Huntersville 2040 Plan. It is reasonable and in the public interest to approve the it will allow greater flexibility for accessory structures and maintain the density of larger residential lots.	**APPROVAL:** In considering the proposed amendment TA26-03, the Planning Board recommends approval based on the amendment being consistent with **(insert applicable plan reference)** It is reasonable and in the public interest to amend the Zoning Ordinance because*…(Explain)*	**APPROVAL:** In considering the proposed amendment TA26-03, the Town Board recommends approval based on the amendment being consistent with **(insert applicable plan reference)** It is reasonable and in the public interest to amend the Zoning Ordinance because*…(Explain)*
DENIAL: N/A	**DENIAL:** In considering the proposed amendment TA26-03, the Planning Board recommends denial based on the amendment being **(consistent OR inconsistent)** with **(insert applicable plan reference).** It is not reasonable and in the public interest to amend the Zoning Ordinance because…. *(Explain)*	**DENIAL:** In considering the proposed amendment TA26-03, the Town Board recommends denial based on the amendment being **(consistent OR inconsistent)** with **(insert applicable plan reference).** It is not reasonable and in the public interest to amend the Zoning Ordinance because…. *(Explain)*

Text Amendment
Application

Date of Application 7/10/26

Fee

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

Type of Change

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

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

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Zoning Article(s): 12 - Definitions.. Section(s): 2.1 - General Definitions

Current Ordinance	Accessory structure or use - ... [The total square footage of all accessory structure(s) shall not exceed the total square footage of heated area located on the first floor of the principal structure] - removed section
Proposed Text	(A) General Rule - Lots less than 5 acres - language attached (B)Large lots - 5 acres or greater - language attached
Reason for Proposed Change	To allow for the building of permitted structures on larger lots designed to allow for enjoyment and maintenance for residential use. I.E. non commercial barn, hay storage, hobby workshop equipment storage for land maintenance (non commercial) - Additional information attached.

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 Bradley N. Daley

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☑ Other: resident / citizen

Signature Bradley N. Daley Date 7/10/26

Title _____ Email bradley.neal.daley@gmail.com

Address of Applicant 10128 Hambright Rd. 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: _____

TA 26-01: AMENDMENT TO ACCESSORY STRUCTURE SIZE REGULATIONS

AN ORDINANCE TO AMEND ARTICLE 12 OF THE ZONING ORDINANCE TO ALLOW GREATER FLEXIBILITY FOR ACCESSORY STRUCTURES ON LARGE LOTS

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that **Article 12** of the Zoning Ordinance is hereby amended by modifying the definition of "Accessory Structure or Use" and adding new standards for maximum floor area of accessory structures as follows:

ARTICLE 12 – DEFINITIONS AND RULES OF CONSTRUCTION

12.2.1 General Definitions

Accessory Structure or Use (Amended Definition): An accessory structure or accessory use is a use or structure that is customarily subordinate to and serves a principal use or structure; is clearly incidental in purpose to the principal use or structure served; and is located on the same lot as the principal use or structure. In no event shall "accessory use" or "accessory structure" authorize a use or structure not otherwise permitted in the zoning district in which the principal use is located. ~~The total square footage of all accessory structure(s) shall not exceed the total square footage of heated area located on the first floor of the principal structure.~~

> **(A) General Rule — Lots less than 5 acres** - On lots less than 5 acres, the total square footage of all accessory structure(s) shall not exceed the total square footage of heated area located on the first floor of the principal structure
>
> **(B) Large Lots — 5 acres or greater** - On lots 5 acres or greater, the total square footage of all accessory structure(s) shall not exceed twice the total square footage of heated area located on the first floor of the principal structure

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Section 2. Intent and Justification

This amendment provides flexibility for property owners with larger lots (≥5 acres) who desire to construct substantial personal-use accessory structures — such as barns, workshops, and equipment storage — without being constrained by the size of their principal dwelling. Many larger-lot properties in Huntersville are used for hobby farming, equestrian care, and home-based craftsmanship. The current ordinance, which limits total accessory structure area to the first-floor heated area of the primary dwelling, creates unintended hardships for these residents.

Key points supporting this amendment: - Larger lots can safely accommodate larger accessory buildings without adverse impacts on neighboring properties. - Other North Carolina jurisdictions — including **Cary, Asheville, and Dallas** — provide similar or more generous allowances for large-lot accessory structures.

Forcing property owners to pursue Bonafide Farm status in order to build additional buildings on larger acreage comes with many challenges and negative impacts as all buildings built under this status would be considered “unpermitted structures”, and as such would not add value to the property owner, encouraging basic, utilitarian buildings.

By offering property owners a pathway to build permitted structures, property values can be increased, loans secured, and it becomes more tenable for property owners to invest in their accessory structures to match existing code pertaining to both safety and beautification standards.

This change balances property-owner flexibility with neighborhood compatibility and preserves the overall intent of the Town’s zoning regulations.

Section 3. Effective Date

This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: _____ DATE
PUBLIC HEARING DATE: _____
PLANNING BOARD MEETING: _____
TOWN BOARD DECISION: _____

AN ORDINANCE TO AMEND ARTICLE 12 OF THE ZONING ORDINANCE TO ALLOW GREATER FLEXIBILITY FOR ACCESSORY STRUCTURES ON LARGE LOTS

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that **Article 12** of the Zoning Ordinance is hereby amended by modifying the definition of "Accessory Structure or Use" and adding new standards for maximum floor area of accessory structures as follows:

Article 12.2.1

Accessory Structure or Use**:** An accessory structure or accessory use is a use or structure that is customarily subordinate to and serves a principal use or structure; is clearly incidental in purpose to the principal use or structure served; and is located on the same lot as the principal use or structure. In no event shall "accessory use" or "accessory structure" authorize a use or structure not otherwise permitted in the zoning district in which the principal use is located. ~~The total square footage of all accessory structure(s) shall not exceed the total square footage of heated area located on the first floor of the principal structure.~~

(A) General Rule — Lots less than 5 acres - On lots less than 5 acres, the total square footage of all accessory structure(s) shall not exceed the total square footage of heated area located on the first floor of the principal structure

(B) Large Lots — 5 acres or greater - On lots 5 acres or greater, the total square footage of all accessory structure(s) shall not exceed twice the total square footage of heated area located on the first floor of the principal structure

Section 2. This ordinance shall become effective upon adoption.

PUBLIC HEARING DATE: September 1, 2026
PLANNING BOARD MEETING: September 22, 2026
TOWN BOARD DECISION: October 20, 2026

Request for Board Action

September 1, 2026

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Arts and Science Council Fiscal Year 2027 Budget Amendment

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Explain Request:

Arts and Science Council has requested from the Town of Huntersville an appropriation of $25,000 for FY 2027. However, the Board can designate any amount they deem appropriate. If a different amount is designated by the Board, that amount should be designated in the motion approving the budget amendment. The approval of this budget amendment would fund the appropriation.

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

Decrease in General Fund Balance.

Attachments:

None