



AGENDA

Regular Town Board Meeting

February 21, 2022 - 6:00 PM

TOWN HALL (101 Huntersville-Concord Road)

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

1.A. Noise Ordinance Discussion. (*Emily Sloop and Chief Hoyle*)

2. Call to Order

3. Invocation - Moment of Silence

4. Pledge of Allegiance

5. Mayor and Commissioner Reports-Staff Questions

6. Public Comments, Requests, or Presentations

6.A. Huntersville Fire Department FY 23 Goals. (*Jim Dotoli*)

6.B. Pearlie Cureton-Thomas - Black History Month.

7. Agenda Changes

8. Public Hearings

9. Other Business

9.A. QUASI-JUDICIAL. Conduct evidentiary hearing and consider decision on Petition #SUP21-06, a request by RSRV Power on behalf of Karen Butler of Parcel ID #'s 01533303, to allow solar panels on the front roof slope of the home. (*Nathan Farber*)

9.B. Consider decision on Petition #R21-15, a request by TLO Properties LKN, to rezone 14520 Beatties Ford Rd (Parcel #01540105) from the Rural-Conditional and Transitional Residential Districts to the Rural District. (*Nathan Farber*)

- 9.C. Consider decision on Petition #TA21-14, a request by the Huntersville Planning Department to amend the following articles of the Huntersville Subdivision Ordinance: Sections 2.100: Definitions; Section 6.300: Sketch Plan Required for Major Subdivisions; Section 6.310: Sketch Plan Not Required for Minor Subdivisions; and Section 6.520: Exceptions: When Preliminary Plan Not Required. (*Brad Priest*)
- 9.D. Consider decision on Petition #R20-04, a request by Palillo Holdings, LLC for Statesville Road Mixed Use Rezoning regarding phasing of TIA improvements. (*Brian Richards*)
- 9.E. Consider adopting a resolution to waive rights for City of Concord to annex lands owned by Larry Stinson and Myra Stinson. (*Brian Richards*)
- 9.F. Consider adopting resolution to award the bid for the Two Pole Building Project at Seagle Street and approve Construction Contract. (*Michael Jaycocks*)
- 9.G. Consider approving the North Mecklenburg Park Synthetic Turf Agreement with the Carolina Miners Lacrosse. (*Michael Jaycocks*)
- 9.H. Consider approving the North Mecklenburg Park Synthetic Turf Agreement with the Charlotte Independence Soccer Club (Carolinas Football Club). (*Michael Jaycocks*)
- 9.I. Consider approving Purchase Agreement to purchase approximately 1.34 acres located at 105 N. Maxwell Street St. Huntersville, NC. (*Anthony Roberts*)
- 9.J. Consider approving contract with Martin Starnes & Associates for the 2021-2022 Financial Audit. (*Pattie McGinnis*)
- 9.K. Consider appointments to the Huntersville Ordinance Advisory Board. (*Jack Simoneau*)
- 9.L. Consider appointment to the Planning Board. (*Jack Simoneau*)
- 9.M. Consider amending the Town of Huntersville Board of Commissioners Rules of Procedure, Rule 6 - Order of Business. (*Anthony Roberts*)
- 9.N. Call a public hearing for Monday, March 21, 2022 at 6:00 p.m. at Huntersville Town Hall on the question of designating as a historic landmark the property known as the "Huntersville School #2" also known as the Dellwood Center (including the exterior of the building and the approximately 2.787 acres of land listed under tax parcel 01908102 in the Mecklenburg County Tax Office) located at 508 Dellwood Drive. (*Kayleigh Mielenz*)

10. Consent Agenda

- 10.A. Approve the minutes of the January 25, 2022 Special Town Board Meeting. (*Janet Pierson*)

11. Closing Comments

12. Adjourn

Special Accommodations: Anyone needing special accommodations when attending this meeting and/or if this information is needed in an alternative format please contact the Town Clerk. The Clerk can be reached by phone or fax: 704-875-6541, email: clerk@huntersville.org or at 101 Huntersville-Concord Rd, Huntersville, NC 28078.
We request at least 72-hours' notice prior to the meeting to make the appropriate arrangements.

The Board reserves the right to deviate from the agenda.

Noise Ordinance

Summary of surrounding jurisdictions' noise ordinances

Statute

- 160A-184 allows the Town to regulate noise
- “A city may by ordinance regulate, restrict, or prohibit the production or emission of noises or amplified speech, music, or other sounds that tend to annoy, disturb, or frighten its citizens.”

Current Town Ordinance

- Unreasonable or unnecessary noise prohibited.
- Provides examples of unreasonable noise.
- Does not use specific decibel readings to determine when a noise is unreasonable.
- Does not differentiate between times of day.
- Does not provide any specific exceptions.

Cornelius

- Prohibits the continuance of any unreasonably loud, disturbing and excessive noise in the town.
- Provides examples of unreasonably loud noise.
- Provides specific decibel level limits for sound equipment at a place of public entertainment (“entertainment districts”) and provides different decibel levels allowed at different days and different times of day.
- Recently amended their ordinance to lower the allowed decibel limit from 90 to 85 during normal business hours and from 75 to 60 decibels overnight.
- Normal Business hours defined as 10am to 9pm on Sunday-Thursday and 10am to 11pm on Friday and Saturday.

Davidson

- Prohibits noise based on decibel level and time of day:

	Times	Residential	Multifamily	Commercial/ Institutional
Day	7:00 a.m.—11:00 p.m.	65 dBa	60 dBa	70 dBa
Night	11:00 p.m.—7:00 a.m.	60 dBa	55 dBa	65 dBa

- Also prohibits unreasonably loud noise in general with certain examples given.
- Prohibits certain activities (such as leaf blower, sound amplification over 60 dBa, and others) during certain times of day.
- Provides specific exceptions to noise created by sporting event, wedding, sponsored recreational activities, emergency activities.

Chapel Hill

- Provides two ways to measure sound levels and then provides a maximum dBA level for sound when measured at the property boundary.
- Sound level permitted differs between daytime and nighttime.
- Prohibits unreasonably loud noise as a “Nuisance Noise.”
- Provides exceptions for outdoor athletic events, emergency sounds, normal operations of manufacturers, and others.
- Allows for a permit process to exceed noise limits.

Concord

- General prohibition on unreasonably loud noise and provides factors for determining when sound is unreasonably loud.
- Provides examples on unreasonably loud noises.
- Provides exemptions, such as outdoor events, outdoor school activities, emergency noises, railroad operations, and others.
- Allows for a noise permit to use sound amplifying device.

Raleigh

- Provides for maximum dBA levels depending on time of day and zoning district.
- Provides exceptions including lawn care equipment during daytime hours, parades, sporting events, construction equipment, emergency work, and others.
- Provides a general prohibitions on unreasonably loud noise.
- States examples of unreasonably loud noises.

Charlotte

- General prohibition on unreasonably loud noise.
- Provides factors to consider when noise is unreasonably loud.
- Specific prohibitions in residential areas during certain times of day, such as construction work, lawn mowers, and others.
- Prohibits sound amplification registering more than a set number of dBA during certain days and times of day.
- Allows for permit for additional sound amplification.
- Has exceptions for music at commercial establishments or outdoor music facilities.

Summary

General Prohibition	Decibel measurement	Day/Time of Day differences	Exceptions for certain activities	Permits for exceeding noise
Huntersville				
Cornelius	Cornelius (entertainment districts)	Cornelius		
Davidson	Davidson	Davidson	Davidson	Davidson (Special Variance)
Chapel Hill	Chapel Hill	Chapel Hill	Chapel Hill	Chapel Hill
Concord			Concord	Concord
Raleigh	Raleigh	Raleigh	Raleigh	
Charlotte	Charlotte	Charlotte	Charlotte	Charlotte

Pros and Cons of Decibel Standards

- Pros:
 - Provides for objective application of ordinance.
 - Potential to streamline noise ordinance citation process.
- Cons:
 - May be difficult to determine the appropriate decibel standard to apply without expert knowledge.
 - May result in increased costs for equipment, maintenance of equipment, and training to use equipment.
 - Results may be difficult to decipher.
 - Decibel readers may produce inaccurate readings.
 - Readings may be affected by type of noise, location of noise, and extraneous or ambient noise.

Decibel Reader Field Testing Results

- Officers tested a decibel reader during a football game.
- Officers went to 7 different intersections near the stadium to test the noise level.
- The average decibel level at the intersections was between 60-65 dBA, with the lowest result at 55 dBA and the highest of 75 dBA.
- However, it was not clear whether the higher results were from a spike in noise from the football game or from nearby ambient noise.

Recommendations

1. Include exceptions for certain activities/businesses in the ordinance.
 - Specify if exception only applies at certain times of the day.
 - Specify if exception applies differently in residential areas.
2. Before implementing decibel standards, quantify estimated cost increases associated with implementing decibel standards.
3. Determine if implementing decibel standards will have the desired effect.
 - Additional field testing.
 - Have other jurisdictions experienced benefits/detriments/success through implementing?

PART II - TOWN OF HUNTERSVILLE CODE OF ORDINANCES
Title IX - GENERAL REGULATIONS
CHAPTER 93. - NUISANCES
ARTICLE III. NOISE

ARTICLE III. NOISE

Sec. 93.40 Unnecessary noise prohibited.

It shall be unlawful for any person to ~~produce~~create, emit, or assist in producing or emittingcreating, permit, continue or permit the continuance of any unreasonably loud, disturbing, or unnecessary noise in the town.

Commented [ES1]: Align with statute.

('93 Code, § 8-86)

Editor's note(s)—Penalty, see Section 93.99.

Sec. 93.41 Prohibited acts enumerated.

- (A) The following acts, among others, are declared to be loud, disturbing, annoying, and unnecessary noises in violation of this subchapter.
- (1) *Motor vehicles.* The operation of a motor vehicle in such a way as to cause, ~~suffer~~ or allow any loud, excessive, or unusual noise in the operation or use of such motor vehicle upon any streets of the town.
 - (2) *Blowing horns.* To unreasonably sound any horn, signal, or device ~~or in any other manner or circumstances or~~ for any other purpose than as a warning of a safety hazard, danger, or emergency or as otherwise required by the laws of the state.
 - (3) *Racing engine.* To race the engine of any motor vehicle while such vehicle is not in motion, except when necessary to do so in the course of repairing, adjusting, or testing the same. The racing of an engine at a personal residence, to make repairs or adjustments shall only be conducted between the hours of 8 a.m. and 9 p.m.
 - (4) *Use of vehicle.* To use or permit to be used any automobile, truck, bus, motorcycle, or other vehicle, stationary or moving, with an engine, instrument, device, or other thing so out of repair, so loaded, or in such a manner as to create loud and unnecessary grading, grinding, or other noise or to create any loud and excessive noise in connection with the loading or unloading of any vehicle or in the opening or destruction of bales, boxes, crates, or containers.
 - (5) *Sound amplification equipment.* The use of sound amplification equipment on public streets or on private property which produces a sound which is cast upon the public streets or sidewalks for the purpose of commercial advertising or attracting attention of the public to any sound or structure is prohibited. The use of sound amplification such equipment for amplification or broadcasting of music, speeches, or general entertainment of a noncommercial nature is prohibited when it results in the sound being plainly audible at a distance of 100 feet from the point of broadcast ~~or if it creates an obstruction to pedestrian or vehicular traffic.~~ Sound amplification equipment installed in automobiles shall not be audible at a distance of 50 feet while the vehicle is being operated on a street or in a public vehicular area. This section shall not apply to warning devices on authorized emergency vehicles. This subsection shall not apply to any event held in recognition of a community celebration of national, city or state events, public festivals, or the like.
 - (6) *Shouting, calling, and the like to attract attention.* To make any noise upon any public street or in such proximity to such public street as to be distinctly and loudly audible upon such street by any kind of crying, calling, or shouting or by means of any whistle, rattle, bell, gong, clapper, horn, hammer, drum,

musical instrument or other device for the purpose of attracting attention or inviting patronage of any person or any business or to thereby create an annoyance upon persons on any public street or on neighboring premises or otherwise create a public nuisance.

- (7) *Radios, phonographs, and the like.* The use, operating or permitting to be played, used, or operated any radio, receiving set, musical instruments, phonographs, or other device for producing or reproducing sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which machine or device is operating.
- (8) *Pets.* To own, keep, and have in one's possession or harbor any animal or bird which by frequent or habitual howling, yelping, barking or otherwise shall cause loud noises and produce serious annoyance or disturbance to any person or to the neighborhood.
- (9) *Construction-site.* Site preparation, and excavating, and the construction, demolition, alteration, or repair of any building or structure located on a site that is within 1,000 feet of an occupied residence other than between the hours of 7 a.m. and 8 p.m., Monday through Saturday, and between the hours of 12 p.m. and 8 p.m. on Sunday, unless such work is entirely within a completely enclosed area so as not to be audible beyond the property line of the lot upon which the work is conducted. The Chief of Police or designee may approve exceptions in cases of urgent necessity in the interest of public safety.
- (10) *Refuse collection, provision of sanitation services, or delivery trucks.* Operating trucks, loaders, or other equipment for refuse collection, provision of sanitation services, or for delivery of goods to a site that is within 500 feet of an occupied residence, except between the hours of 7 a.m. and 98 p.m. Monday through Saturday, and between the hours of 12 p.m. and 98 p.m. on Sunday. The Chief of Police or designee may approve exceptions in cases of urgent necessity in the interest of public safety.

(B) Such enumeration shall not be deemed to be exclusive.

('93 Code, § 8-87; Ord. passed 8-5-02)

State law reference(s)—Noise regulations, see G.S. § 160A-184.

Sec 93.42 Exceptions

Sounds caused by the following are exempt from the prohibitions set out in this Article, as specified:

- (1) Repairs of public utilities and infrastructure following an accident or natural disaster or to protect persons or property from a clear and immediate danger.
- (2) Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger.
- (3) The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
- (4) Repairs or excavations of bridges, streets, highways, or utilities by or on behalf of the Town, the state, or the federal government, between the hours of 7:00 p.m. and 7:00 a.m. when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 7:00 p.m.
- (5) Governmental non-emergency signaling devices.
- (6) Normal activities conducted in public parks and playgrounds and grounds of public or private educational facilities, which are conducted in accordance with the manner in which such spaces are generally used including but not limited to, athletic and entertainment events.
- (7) Other outdoor gatherings, public dances, shows, sporting and athletic events, parades, festivals, or similar scheduled events which are conducted, sponsored, permitted, or approved by the Town.

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(Supp. No. 1)

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- (8) Reasonably expected noise or sound emitted from places of public entertainment between the hours of 11:00 a.m. and 12:00 a.m. For purposes of this section, "place of public entertainment" shall mean any location, exterior or interior to a building that regularly permits public entrance for entertainment purposes. Examples of public entertainment include, but are not limited to: concert halls, auditoriums, theatres, amusement parks, stadiums, arenas, and museums.
- (9) Any event which requires a permit to be issued by the Chief of Police pursuant to Chapter 91 of this Title.
- (10) Noise or sound emitted from properly equipped aircraft operated in accordance with applicable federal rules and regulations.
- (11) Noise from lawn care equipment including, but not limited to, chain saws, chippers, edgers, tillers, lawn mowers, weed eaters, leaf blowers, or hedge trimmers during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday and Sunday.
- (12) Noise or sound from railroad operations.

Sec. 93.99 Penalty.

- (A) Whoever shall violate any provision of this chapter for which no specific penalty is provided shall be punished as set forth in Section 10.99 of this code.
- (B) (1) Any violation of Section 93.01 through 93.09 or the failure to abide by any lawful order issued pursuant to Section. 93.01 through 93.09 shall be punishable as provided in Section 10.99.
- (2) In addition to the penalty provided in subsection (1) above, any violation of the provisions of Section 93.01 through 93.09 or a failure to comply with any of its requirements shall also constitute a civil offense and shall subject the offender to a civil penalty in the amount of \$50.00. Any person violating Section 93.01 through 93.09 shall be issued a written citation of the violation, which may be issued by any police officer, ~~Town Manager~~, Building Inspection Officer or such other office as is charged from time to time by the Board of Commissioners with the enforcement of this subchapter. If the offender fails to pay the penalty within 16 days from its issuance to the Tax Collector, the penalty may be recovered by the town in a civil action in the nature of debt.
- (3) Each day's continuing violation shall be a separate and distinct offense.
- (4) In addition, the provisions of Section 93.01 through 93.09 may also be enforced through equitable remedies issued by a court of competent jurisdiction, including injunction and order of abatement or any other remedy permitted under Section 93.01 through 93.09 or at law or equity.
- (5) Sections 93.01 through 93.09 may be enforced by any one, all, or a combination of the remedies authorized in this section.
- (C) Sections 93.25 through 93.27 may be enforced by any or both of the following ways as provided by law.
- (1) Anyone violating Section 93.25 through 93.27 shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$100.00 or imprisoned for not more than 20 days.
- (2) A violation of Section 93.25 through 93.27 shall subject the violator to issuance of a citation in the amount of \$100.00 for each citation. A citation remaining unpaid to the Town of Huntersville after 15 days from the date of issuance shall subject the violator to a civil penalty, which may be recovered by the town in a civil action. A violation, which is a continuing violation, shall subject the violator to separate citations for each day the violation continues.
- (D) Sections 93.40 and 93.41 may be enforced by any or both of then following ways as provided by law.
- (1) Anyone violating Section 93.40 and 93.41 shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$50.00 or imprisoned for not more than 20 days.

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- (2) A violation of Section 93.40 and 93.41 shall subject the violator to issuance of a citation in the amount of \$50.00 for each such citation. A citation remaining unpaid to the Town of Huntersville after 15 days from the date of issuance shall subject the violator to a civil penalty, which may be recovered by the town in a civil action. A violation, which is a continuing violation, shall subject the violator to a separate citation for each day that the violation continues.

('93 Code, § 8-35; '93 Code, § 8-88; Ord. passed 9-20-99; Am. Ord. passed 11-20-90)

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musical instrument or other device for the purpose of attracting attention or inviting patronage of any person or any business or to thereby create an annoyance upon persons on any public street or on neighboring premises or otherwise create a public nuisance.

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- (8) *Pets.* To own, keep, and have in one's possession or harbor any animal or bird which by frequent or habitual howling, yelping, barking or otherwise shall cause loud noises and produce serious annoyance or disturbance to any person or to the neighborhood.
- (9) *Construction-site.* Site preparation, and excavating, and the construction, demolition, alteration, or repair of any building or structure located on a site that is within 1,000 feet of an occupied residence other than between the hours of 7 a.m. and 8 p.m., Monday through Saturday, and between the hours of 12 p.m. and 8 p.m. on Sunday, unless such work is entirely within a completely enclosed area so as not to be audible beyond the property line of the lot upon which the work is conducted. The Chief of Police or designee may approve exceptions in cases of urgent necessity in the interest of public safety.
- (10) *Refuse collection, provision of sanitation services, or delivery trucks.* Operating trucks, loaders, or other equipment for refuse collection, provision of sanitation services, or for delivery of goods to a site that is within 500 feet of an occupied residence, except between the hours of 7 a.m. and 98 p.m. Monday through Saturday, and between the hours of 12 p.m. and 98 p.m. on Sunday. The Chief of Police or designee may approve exceptions in cases of urgent necessity in the interest of public safety.

(B) Such enumeration shall not be deemed to be exclusive.

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State law reference(s)—Noise regulations, see G.S. § 160A-184.

Sec. 93.42 Standard of Measurement

(A) Definitions:

A-Weighting— A frequency response adjustment of a sound level meter with an "A-weighting" filter, as defined by the American National Standards Institute that analyzes the sound source signal with approximately equal weight to all frequencies. Measurements made with this weighting are designated dB(A) or dBA.

Ambient base noise level. The average sound pressure level in dB(A) during a reasonable period of time, as determined by employing a sound level meter and excluding impulsive sounds.

Place of Public Entertainment— Any location, exterior or interior to a building that regularly permits public entrance for entertainment purposes. For this purpose, "public" means citizens of all types, including but not limited to children. Examples of public entertainment include but are not limited to: concert halls, auditoriums, theatres, amusement parks, stadiums, arenas, and museums.

Sound level meter. Any instrument certified to meet or exceed ANSI standards which includes an omnidirectional microphone, an amplifier, an output meter and frequency weighting network(s) for the measurement of sound level.

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(B) Noise measurements shall be made at the property line of the property where the noise to be measured is being generated. If measurement on private property is not possible or practical, noise measurements may be made at the boundary of the public right-of-way which adjoins the complaining property. Such noise measurements shall be made at a height of at least four (4) feet above the ground and at a point approximately ten (10) feet away from walls, barriers, obstructions (trees, bushes, etc.) on a sound level meter operated on the "A" weighting network (scale). In the case of noises within multi-family or multi-tenanted structures, noise measurements shall be made in the complaining unit at a height of at least four (4) feet above the floor and at a point approximately equidistant from all walls on a sound level meter operated on the "A" weighting network (scale).

(B) No individual other than the operators shall be within ten (10) feet of the sound level meter during the sample period.

(C) Sound measurements shall be conducted at that time of day or night when the suspect noise source is emitting sound.

(D) The sound level measurement shall be determined as follows:

(1) Calibrate the sound level meter within one (1) hour before use.

(2) Set the sound level meter on the "A" weighted network at slow response.

(3) Set the omnidirectional microphone in an approximately seventy-degree position in a location which complies with subsections (a) and (b) above. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response (reading) observed at consecutive ten-second intervals until one hundred (100) readings are obtained.

(4) Recalibrate the sound level meter after use.

(E) It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurements.

Sec. 93.43 Maximum Permitted Sound Levels

(A) In addition to the prohibitions set forth in Sec. 93.41, it shall be unlawful for anyone to cause or allow the emission of sound from any source or sources which when measured pursuant to Sec. 93.42 exceed the maximum decibel limits specified below. Ten (10) readings above the allowed decibel limits attributed to the sound source or sources shall constitute prima facie evidence of a violation of this ordinance. The sound meter operator may cease taking readings as soon as the readings already taken show a violation of this ordinance. It shall not be necessary to complete all one hundred (100) readings if a fewer number have already indicated a violation of the ordinance.

<u>Primary Use</u>	<u>Daytime (7:00 a.m. – 11:00 p.m.)</u>	<u>Nighttime (11:00 p.m. – 7:00 a.m.)</u>
<u>Residential</u>	<u>60 dB(A)</u>	<u>50 dB(A)</u>
<u>Multifamily</u>	<u>65 dB(A)</u>	<u>55 dB(A)</u>
<u>Commercial/Industrial</u>	<u>70 dB(A)</u>	<u>65 dB(A)</u>

Sec. 93.44 Exceptions

Sounds caused by the following are exempt from the prohibitions set out in this Article, as specified:

-
- (1) Repairs of public utilities and infrastructure following an accident or natural disaster or to protect persons or property from a clear and immediate danger.
 - (2) Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger.
 - (3) The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
 - (4) Repairs or excavations of bridges, streets, highways, or utilities by or on behalf of the Town, the state, or the federal government, between the hours of 7:00 p.m. and 7:00 a.m. when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 7:00 p.m.
 - (5) Governmental non-emergency signaling devices.
 - (6) Normal activities conducted in public parks and playgrounds and grounds of public or private educational facilities, which are conducted in accordance with the manner in which such spaces are generally used including but not limited to, athletic and entertainment events.
 - (7) Other outdoor gatherings, public dances, shows, sporting and athletic events, parades, festivals, or similar scheduled events which are conducted, sponsored, permitted, or approved by the Town.
 - (8) Reasonably expected noise or sound emitted from places of public entertainment between the hours of 11:00 a.m. and 12:00 a.m. For purposes of this section, "place of public entertainment" shall mean any location, exterior or interior to a building that regularly permits public entrance for entertainment purposes. Examples of public entertainment include, but are not limited to: concert halls, auditoriums, theatres, amusement parks, stadiums, arenas, and museums.
 - (9) Any event which requires a permit to be issued by the Chief of Police pursuant to Chapter 91 of this Title.
 - (10) Noise or sound emitted from properly equipped aircraft operated in accordance with applicable federal rules and regulations.
 - (11) Noise from lawn care equipment including, but not limited to, chain saws, chippers, edgers, tillers, lawn mowers, weed eaters, leaf blowers, or hedge trimmers during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday and Sunday.
 - (12) Noise or sound from railroad operations.

Sec. 93.99 Penalty.

- (A) Whoever shall violate any provision of this chapter for which no specific penalty is provided shall be punished as set forth in Section 10.99 of this code.
- (B)
 - (1) Any violation of Section 93.01 through 93.09 or the failure to abide by any lawful order issued pursuant to Section. 93.01 through 93.09 shall be punishable as provided in Section 10.99.
 - (2) In addition to the penalty provided in subsection (1) above, any violation of the provisions of Section 93.01 through 93.09 or a failure to comply with any of its requirements shall also constitute a civil offense and shall subject the offender to a civil penalty in the amount of \$50.00. Any person violating Section 93.01 through 93.09 shall be issued a written citation of the violation, which may be issued by any police officer, ~~Town Manager~~, Building Inspection Officer or such other office as is charged from time to time by the Board of Commissioners with the enforcement of this subchapter. If the offender fails to pay the penalty within 16 days from its issuance to the Tax Collector, the penalty may be recovered by the town in a civil action in the nature of debt.
 - (3) Each day's continuing violation shall be a separate and distinct offense.
 - (4) In addition, the provisions of Section 93.01 through 93.09 may also be enforced through equitable remedies issued by a court of competent jurisdiction, including injunction and order of abatement or any other remedy permitted under Section 93.01 through 93.09 or at law or equity.

-
- (5) Sections 93.01 through 93.09 may be enforced by any one, all, or a combination of the remedies authorized in this section.
- (C) Sections 93.25 through 93.27 may be enforced by any or both of the following ways as provided by law.
- (1) Anyone violating Section 93.25 through 93.27 shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$100.00 or imprisoned for not more than 20 days.
 - (2) A violation of Section 93.25 through 93.27 shall subject the violator to issuance of a citation in the amount of \$100.00 for each citation. A citation remaining unpaid to the Town of Huntersville after 15 days from the date of issuance shall subject the violator to a civil penalty, which may be recovered by the town in a civil action. A violation, which is a continuing violation, shall subject the violator to separate citations for each day the violation continues.
- (D) Sections 93.40 and 93.41 may be enforced by any or both of then following ways as provided by law.
- (1) Anyone violating Section 93.40 and 93.41 shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$50.00 or imprisoned for not more than 20 days.
 - (2) A violation of Section 93.40 and 93.41 shall subject the violator to issuance of a citation in the amount of \$50.00 for each such citation. A citation remaining unpaid to the Town of Huntersville after 15 days from the date of issuance shall subject the violator to a civil penalty, which may be recovered by the town in a civil action. A violation, which is a continuing violation, shall subject the violator to a separate citation for each day that the violation continues.
- ('93 Code, § 8-35; '93 Code, § 8-88; Ord. passed 9-20-99; Am. Ord. passed 11-20-90)

CHAPTER 91. PARADES, ASSEMBLIES, ~~AND PICKETING~~, AND SPECIAL EVENTS

Commented [ES1]: Updates to this Chapter are suggested to align the ordinance language with the current permitting process and to clarify the application process.

Sec. 91.01 Definition.

A parade or assembly includes:

All street fairs, festivals, carnivals, parades, races, marches, rallies, demonstrations, public displays of sentiment for or against a person or cause, including protesting, and other activities or public events that require the temporary closing or obstruction of all or a portion of any street, sidewalk, or other public right-of-way or ~~which that~~ substantially hinders or prevents the normal flow of vehicular or pedestrian traffic along any street, sidewalk or public right-of-way.

Special Events include:

All temporary activities or events conducted by businesses and organizations, including but not limited to, civic, philanthropic, educational, or religious organizations, when said activities or events are open to the public and require police presence for traffic control, crowd control, or public safety reasons.

(Ord. passed 9-5-00)

Sec. 91.02 Exceptions.

Funeral processions supervised by a licensed mortuary shall not be included under this chapter.

(Ord. passed 9-5-00)

Sec. 91.03 Permit required.

No parade, ~~or assembly, or special event as defined in this Chapter~~ shall ~~take place occupy, march or proceed along any street, sidewalk or any other public place, nor shall any person conduct any public or private assembly on any street, sidewalk or other public place in the Town of Huntersville~~ without first obtaining a permit issued by the Chief of Police or his or her designee. The application and permit will be in the format as designated by the Chief of Police. The Chief of Police may attach reasonable conditions to any permit approval.

(Ord. passed 9-5-00)

Sec. 91.04 Application, designation of route, dissemination of information to community.

A written application shall be made to the Huntersville Police Department by any person desiring to have a parade, assembly or ~~special event demonstration~~ setting forth the purpose, time, place and route ~~or location~~ of the ~~activity and any other information required by the application parade or the purpose, time and place of the assembly.~~ At the time of application, the applicant shall designate the method or media type, ~~if any,~~ they intend to use in advertising or giving public notification of their intent to hold a parade, ~~assembly, or special event.~~ The Chief of Police shall have authority to designate the route of the parade and the portion of the streets or other public places to be used in such a way as to avoid as much as possible the impediment of public travel or public business.

(Ord. passed 9-5-00)

Sec. 91.05 Standards for refusing a parade permit.

- (A) The Chief of Police ~~shall approve or deny an application within 10 days of receipt of the application. A notice of denial or revocation of a permit shall clearly set forth the grounds upon which the permit was denied or revoked and, where feasible, shall contain a proposal for measures by which the applicant may cure any defects in the application or otherwise procure a permit. Where an application is denied because the proposed event would conflict with another event that has or will be approved, the Chief of Police shall allow the applicant to propose an alternative place time, or designee shall make a written notice when refusing an application for a parade. The Chief of Police or designee shall mail the notice of refusal of a parade permit to the address listed on the application.~~
- (B) The following standards ~~may~~ ~~shall be~~ ~~the basis for denying or revoking a permit:~~ ~~considered during the decision-making process:~~
- ~~(1) The application is not fully completed and executed;~~
 - ~~(2) The applicant has not tendered the required application fee or has not tendered other required user fees, indemnification agreements, insurance certificates, or security deposits within times prescribed;~~
 - ~~(3) The application contains a material falsehood or misrepresentation;~~
 - ~~(4) The applicant is legally incompetent to contract or to sue and be sued;~~
 - ~~(5) The applicant previously made material misrepresentations regarding the nature or scope of an event or activity for which a permit was applied for and/or issued pursuant to this Chapter;~~
 - ~~(6) The applicant has previously violated the terms of a permit issued pursuant to this Chapter;~~
 - ~~(7) The applicant previously damaged town property and failed to pay in full for such damage;~~
 - ~~(8) A fully executed prior application for the same time and place has been received, and a permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple simultaneous events;~~
 - ~~(9) The proposed event would conflict with previously planned and scheduled programs organized, conducted, or sponsored by the town at or near the same time and place;~~
 - ~~(10) The proposed event would present an unreasonable danger to the public health or safety;~~
 - ~~(11) The proposed event would substantially or unnecessarily interfere with traffic;~~
 - ~~(12) The event would unreasonably interfere with the movement of emergency equipment and/or the provision of sufficient police, fire, and emergency services in the town.~~
 - ~~(13) There would not, at the time of the event, be sufficient law enforcement and traffic control officers to adequately protect participant2s and non--participants from traffic-related hazards in light of the other demands for police protection at the time of the proposed event;~~
 - ~~(14) The applicant has not complied or cannot comply with applicable licensure requirements, ordinances, or regulations concerning the sale or offering for sale of any goods or services;~~
 - ~~(15) The event or activity intended by the applicant is prohibited by law;~~
 - ~~(16) The event or activity would cause parade or demonstration cannot be held if there is~~ unreasonable interference with the right of property owners in the area to enjoy ~~peaceful and~~ lawful use and occupancy of their property;

-
- (2) ~~The conduct of the parade cannot be held if it requires the diversion of so great a number of police officers to properly protect the route of the parade that adequate police protection cannot be provided to the remainder of the town;~~
- (3) ~~The parade or demonstration cannot be held if there is unreasonable interference with provision of normal police, fire protection or emergency services to the public;~~
- (4) ~~The parade or demonstration cannot be held for an unlawful purpose or if it violates a federal, state or local law or ordinance;~~
- (175) The ~~event or activity~~parade or demonstration cannot be held if it will require the closing of or unreasonably restricts the flow of vehicular traffic along a highway under control of the state. If this is the case, the applicant shall seek permission from ~~the~~ appropriate state ~~agency~~officials prior to ~~submitting a permit~~making application ~~for a parade permit~~;
- (6) ~~The parade or demonstration cannot be held if it has a significant impact on the flow of traffic especially during peak traffic hours or starts prior to sunrise or continues after sunset.~~

(Ord. passed 9-5-00)

Sec. 91.06 Application filing period.

The Chief of Police may refuse to issue a permit for activities defined under this chapter unless such application is made at least two weeks and not earlier than two months prior to the event. Where good cause is shown, an application submitted less than two weeks before the event may be considered.

(Ord. passed 9-5-00)

Sec. 91.07 Dissemination of approved permits.

Copies of all permits approved under this chapter shall be disseminated to the Town Manager's office and all public safety agencies whose movement or response may be hampered by the route of the parade or assembly. The Chief of Police or designee shall be responsible for timely dissemination of approved permits.

(Ord. passed 9-5-00)

Sec. 91.08 Conducting or participating in a parade or assembly as to create a public disturbance or nuisance.

It shall be unlawful for any person to conduct or participate in any parade or assembly whereas the nature and duration of such event creates a public disturbance, tends to create a nuisance or tends to create or threaten rioting, disorderly conduct or public or private mischief.

(Ord. passed 9-5-00)

Editor's note(s)—Penalty, see Section 91.99

Sec. 91.09 Interfering with picketing or demonstrations.

- (A) Peaceful picketing or demonstrating for a lawful purpose will be permitted in the corporate limits of the Town of Huntersville under the following conditions:

-
- (1) Picketing shall be conducted only on sidewalks or town owned property normally reserved for pedestrian use. Picketing or demonstrations shall not take place on any portion of a street or right-of-way normally reserved for vehicular traffic;
 - (2) Persons picketing for the same objective shall not gather in such manner as to block or impede the flow of any vehicular traffic into any driveway or block or impede pedestrian traffic along any sidewalk or impede the entrance or exit into any building;
 - (3) Persons participating in picketing or demonstrations may only carry signs or placards promoting the objective of the demonstration and ~~which do may only use words or symbols that are not defamatory in nature or would~~ not tend to produce violence or a breach of the peace. The staff used for the signs must be made of wood, not to exceed 40 inches in length, not to exceed one inch in diameter, and must be blunt at both ends;
 - (4) The Chief of Police shall have authority to allot equitable time to separate groups wishing to picket or demonstrate with opposing objectives when each group desires to use the same sidewalk;
 - (5) It shall be unlawful for any person participating in a picket or demonstration to address ~~profane, indecent,~~ abusive or threatening language to or at another person which would tend to provoke such persons or others to a breach of the peace.
- (B) It shall be unlawful for any person to physically interfere with any lawful pickets or demonstrators in the use of the designated sidewalk or town property or address ~~profane, indecent,~~ abusive or threatening language to or at such pickets or demonstrators which would tend to provoke such picketers or others to a breach of the peace.

(C) It shall be unlawful for the operator of a motor vehicle to drive between vehicles or persons comprising a parade or assembly.

(D) Spectators of a public assembly or parade and persons attending or participating in an assembly or parade shall be subject to all applicable local, state, and federal laws including, but not limited to G.S. § 14-277.2 (weapons) and § 14-288.4 (disorderly conduct).

(E) Nothing in this section prohibits a law enforcement officer from issuing a command to disperse in accordance with North Carolina General Statute § 14-288.5 in the event of a riot or disorderly conduct by an assemblage of three or more persons.

(Ord. passed 9-5-00)

Editor's note(s)—Penalty, see Section 91.99.

Sec. 91.10 Disperse upon order of police.

Any and all persons blocking free passage of any street or sidewalk shall disperse when directed to do so by a police officer as provided by this chapter.

(Ord. passed 9-5-00)

Sec. 91.99 Penalty.

This chapter may be enforced by any or both of the following ways as provided by law.

- (A) Anyone violating this chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$100.00 or imprisoned for not more than 20 days.

-
- (B) A violation of this chapter shall subject the violator to issuance of a citation in the amount of \$100.00 for each citation. A citation remaining unpaid to the Town of Huntersville after 15 days from the date of issuance shall subject the violator to a civil penalty, which may be recovered by the town in a civil action. A violation, which is a continuing violation, shall subject the violator to separate citations for each day the violation continues.

(Ord. passed 9-5-00)



2022 Planning Workshop

Huntersville Fire Department

Discussion Topics

- ☐ 2021 Call Review
- ☐ Station 2&5 Land Search
- ☐ CIP Fire Apparatus
- ☐ 2022-2023 Budget Increase Request



Call Volume Comparison

□ 2020

- 5,004 Incident
- 16% Decrease Over 2019
- Average Response Time 6:04
- \$330,575 Property Losses
- Average Apparatus Out The Door In 1:20

□ 2021

- 6,478 Incidents
- 28% Increase Over 2020
- Average Response Time 6:07
- \$980,774 Property Losses
- Average Apparatus Out The Door In 1:36

Month To Month Incidents

Huntersville Fire Dept

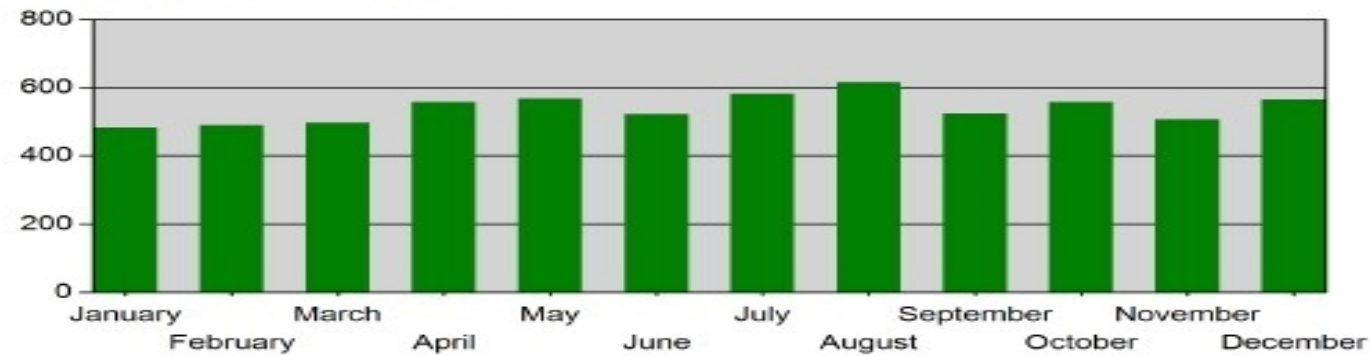
Huntersville, NC

This report was generated on 1/3/2022 10:52:24 AM



Incidents by Month for Month Range

Start Month: January | End Month: December | Year: 2021



MONTH	INCIDENTS
January	483
February	490
March	496
April	558
May	568
June	522
July	581
August	616
September	523
October	557
November	507
December	565



On The Rise

Huntersville Fire Dept

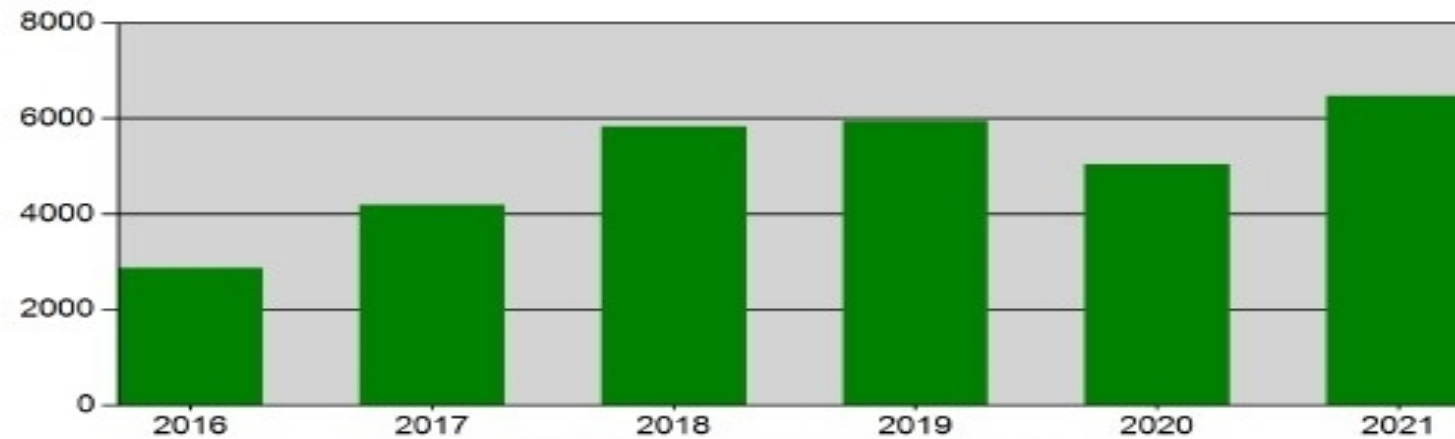
Huntersville, NC

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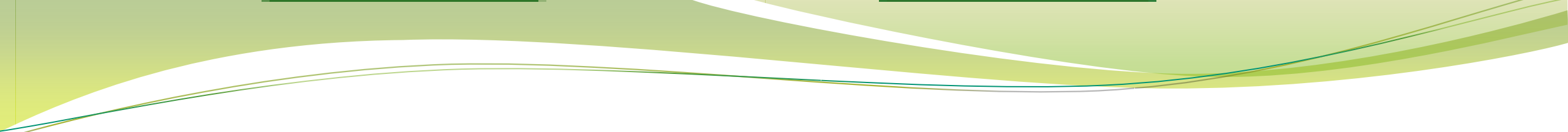
Incidents by Year for Year Range

StartYear: 2016 | EndYear: 2021



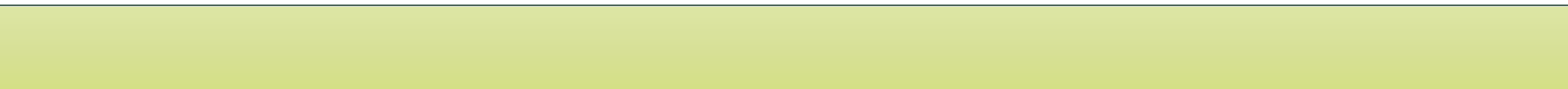
YEAR	INCIDENTS
2016	2876
2017	4194
2018	5826
2019	5939
2020	5035
2021	6466



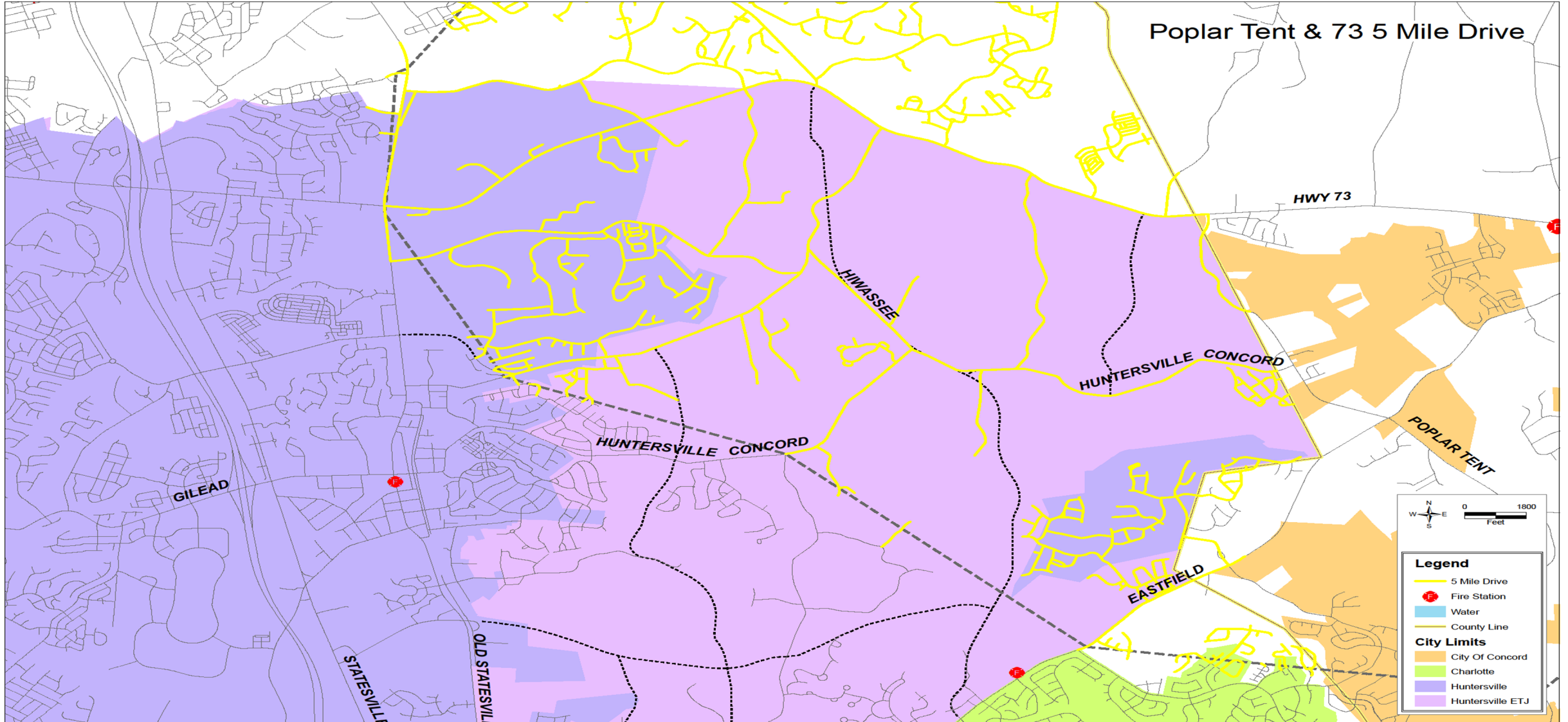


Land Search

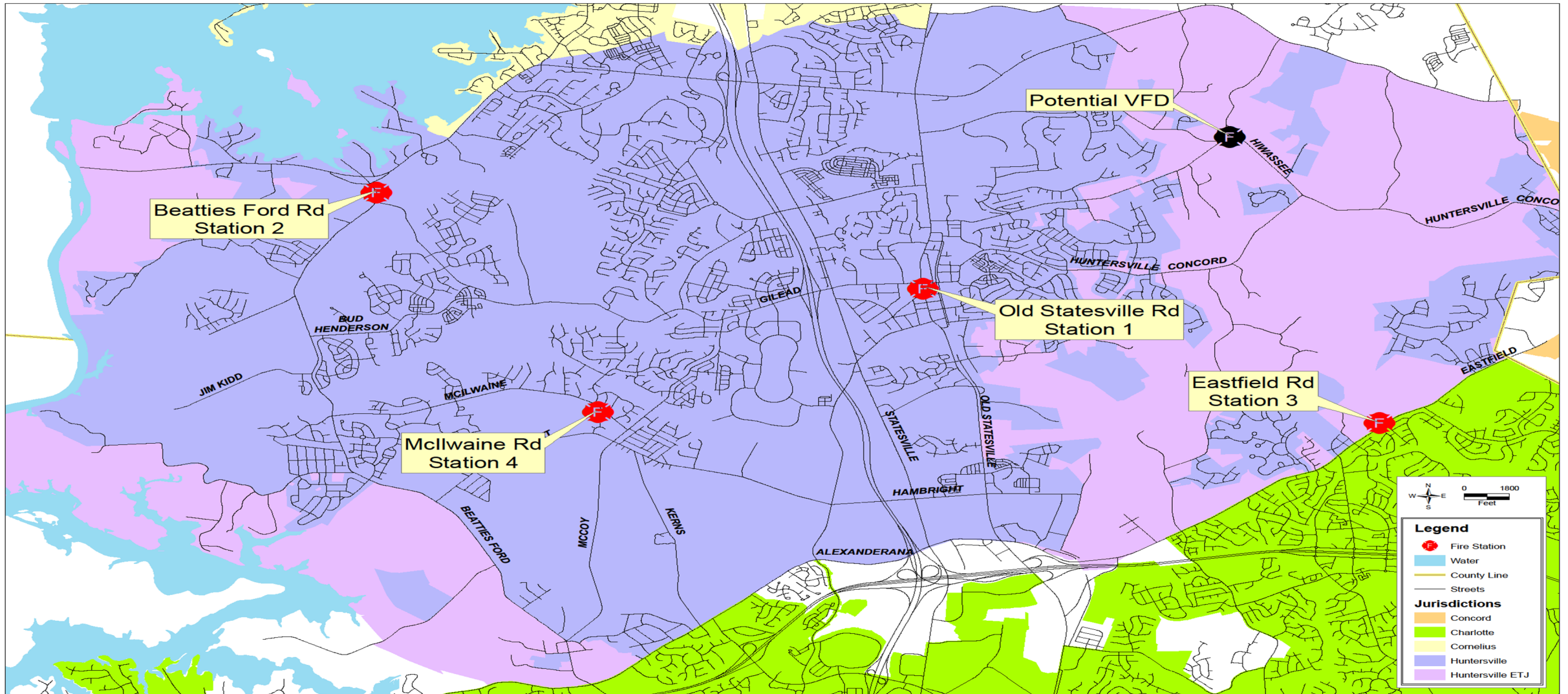
Station 2&5



Station 5 Land Search

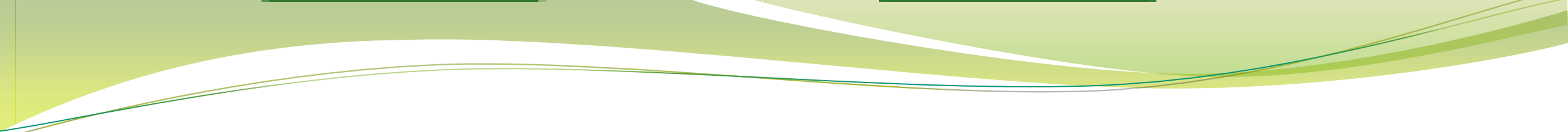


Station Coverage



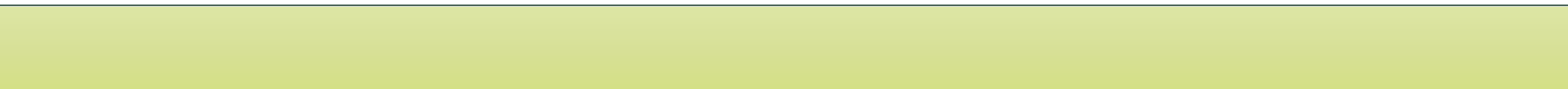
Future Station 2 Land





Capital Improvement

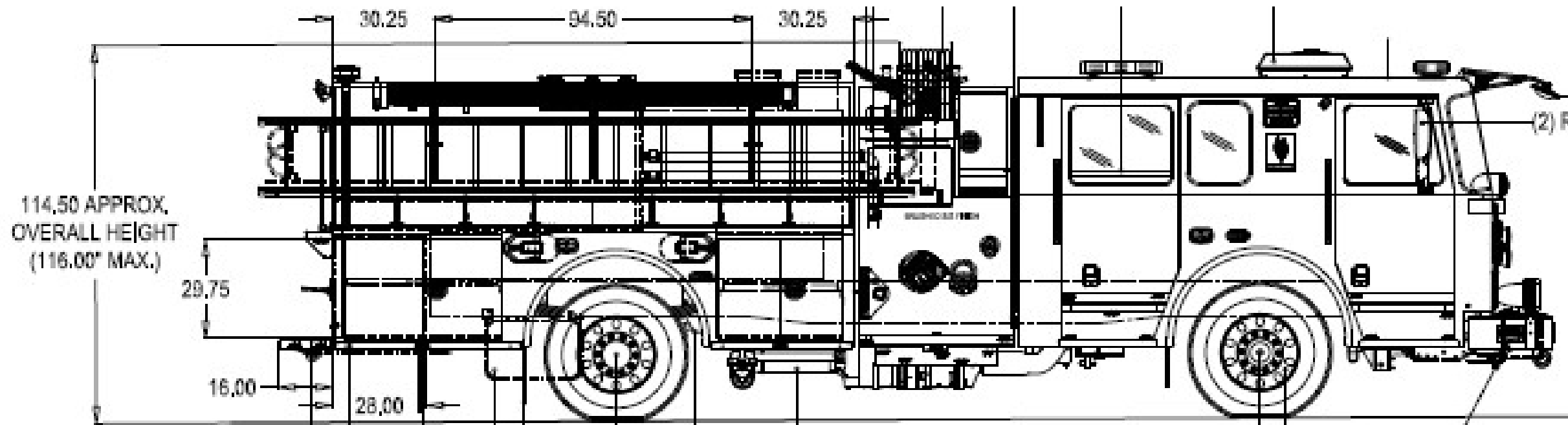
Fire Apparatus

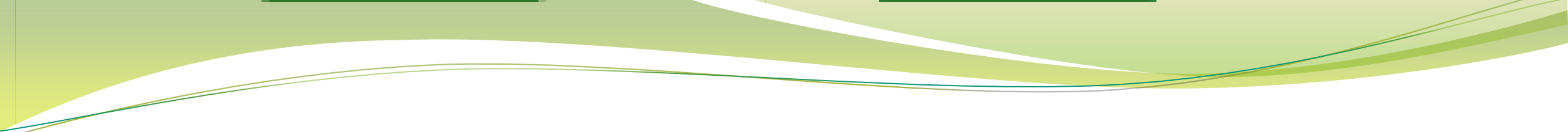


Apparatus Replacement Schedule

CIP Apparatus Replacement Schedule				
Current Apparatus	Manufacture Year	Cycle	Replacement Year	Cost @ 6-8% a year inflation
Engine 33	2001	10/20 year cycle	2022	\$750,000.00
Engine 22	2002	10/20 year cycle	2022	\$750,000.00
Engine 11	2003	10/20 year cycle	2022	\$750,000.00
Rescue 2 Pick Up	1999	25 years	2024	\$58,000.00
Heavy Rescue 1	2006	18 years	2024	\$992,000.00
Rescue 11 Pick Up	2001	25 years	2026	\$64,000.00
Car 1 and 2	2017	10 years	2026	\$130,000.00
Engine 3	2014	10/20 year cycle	2028	\$1.1 Million
Engine 4	2018	10/20 year cycle	2028	\$1.1 Million
Tanker 1	2008	22 years	2030	\$375,000.00
Brush 3	2006	24 years	2030	\$80,000.00
Ladder 4 Smeal	2013	20 years	2032	\$1.9 Million
Engine 1 & 2	2014	20 Years	2034	3.0 Million
Tanker 2	2016	20 years	2036	\$445,000.00
Tower 1	2019	20 years	2038	\$2.8 Million
Engine 5	?	10/20 year cycle	?	?
Replacement Cost Per Year Totals				
2021	2022	2023	2024	2025
\$0.00	\$2.25 Million	\$0.00	\$1.1 Million	\$0.00
2026	2027	2028	2029	2030
\$200,000	\$0.00	\$2.2 million	\$0.00	\$455,000.00
2031	2032	2033	2034	2035
\$0	1.9 Million	0	\$3.0 Million	\$0.00

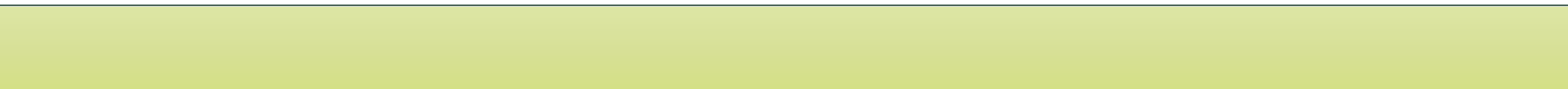
2022 Seagrave Engine





2022-2023

Budget Increase
Request



Raises Done Every Other Year

Last Raise Was Done in 2020-2021

Request-\$286,325 (Propose increasing every position \$1/hour)

Current Pay Scale For Local Fire Depts

Cornelius

Huntersville

Davidson

Firefighter-\$15.00

Firefighter-\$14.50

Firefighter -\$15.35

Driver-\$16.00

Driver-\$16.50

Driver-Salary Position

Captain-\$18.00

Captain-\$18.50

Captain-\$18.35



Addition Request

Additional Fuel
\$12,000

Knox Key Secure
\$15,233

Radio Access Rates
\$5,753

Total Increase
\$319,311



KeySecure® 6

Electronic & Mechanical System Solution

- ✓ Cloud-based administration and audit trail
- ✓ Secures 1 electronic key, 1 mechanical key, 1 keywrench

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Nathan Farber

Date: February 21, 2022

Subject: SUP21-06

EXPLAIN REQUEST:

QUASI-JUDICIAL Conduct evidentiary hearing and consider decision on Petition #SUP21-06, a request by RSRV Power on behalf of Karen Butler of Parcel ID #'s 01533303, to allow solar panels on the front roof slope of the home.

ACTION RECOMMENDED:

Consider decision on SUP21-06

FINANCIAL IMPLICATIONS:

NA

ATTACHMENTS:

1. SUP21-06 Staff Analysis TB
2. Attachment A
3. Attachment B Solar power can boost your home's value — especially
4. Attachment C Homes With Solar Panels Sell for 4.1% More - Zillow Research (1)
5. Attachment D
6. Attachment E Email

REQUEST:

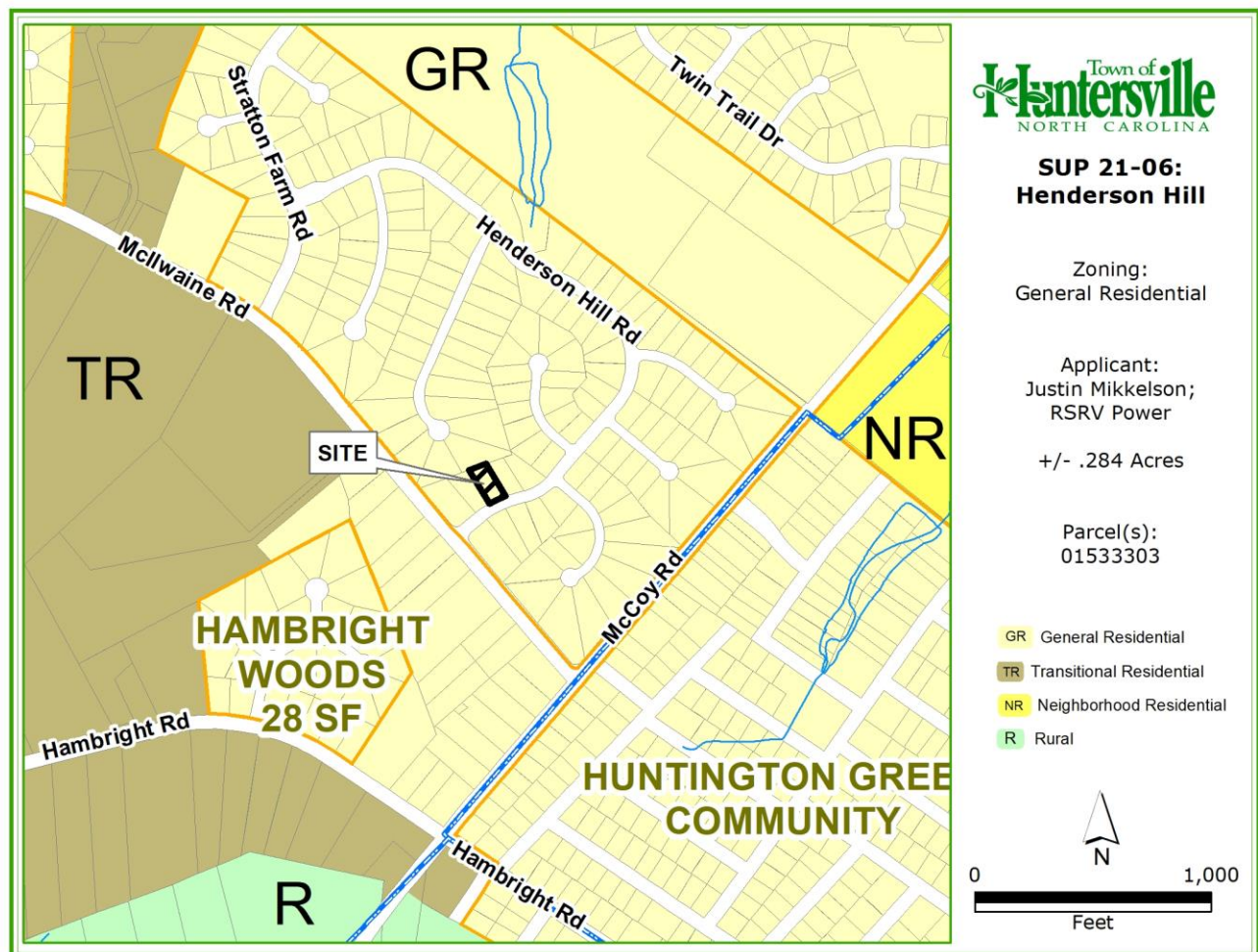
Special Use Permit by RSRV Power for Solar Panels 11913 Henderson Hill Rd – SUP21-06

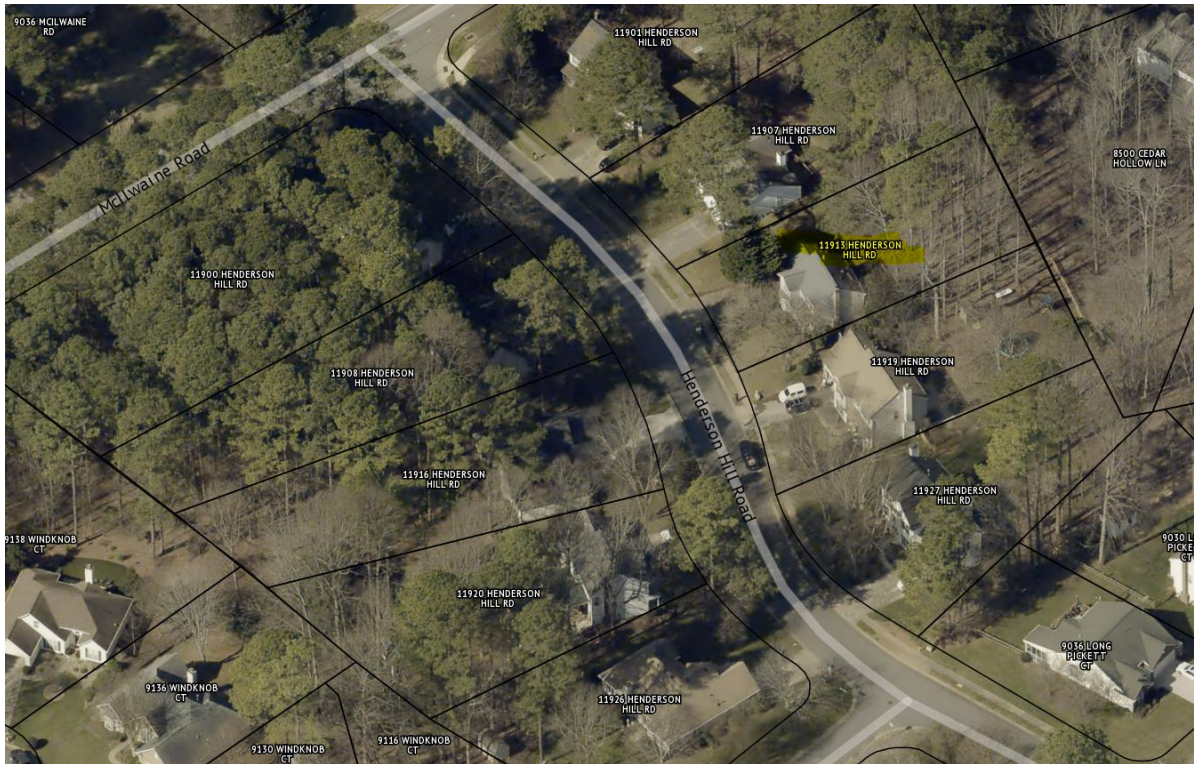
PART 1: DESCRIPTION

Petition #SUP21-06 Solar Installation is a request by RSRV Power on behalf of Karen Butler to place Solar Panels on the front roof slope at 11913 Henderson Hill Rd (Tax parcel # 01533303).

In accordance with Article 9.54.1 of the Town's Zoning Ordinance, minor residential solar energy facilities facing a public street or common access space are allowed in the General Residential District (GR) with the issuance of a special use permit.

PART 2: LOCATION





PART 3: STAFF FINDINGS

Article 3. 2.1 A

Uses Permitted with Special Use Permit: Solar Energy facility, minor residential, as follows: located on the façade elevation facing public street or common access; or located on the roof slope above the façade of the structure facing public street or common access.

STAFF FINDINGS

The applicant is requesting the installation of solar panels be placed on the front sloping roof, thus requiring a special use permit.

Article 9.54

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

STAFF FINDINGS: The applicant has acknowledged that all required approvals and permits will be obtained (Attachment E). Staff will follow up with the applicant to ensure all applicable permits are obtained. Prior to approval, staff has learned that the proposed solar panels have already been installed (Attachment D).

Article 9.54.1

Residential Property (refer to illustration): Minor solar facilities shall be allowed in accordance with the provisions below. However, these conditions will be waived if they prevent reasonable use of solar collectors as provided in GS 160D-914.

STAFF FINDINGS 1: The applicant is requesting a special use permit for the installation of solar panels on the front roof slope, thus requiring a special use permit. See attached application for project site

Minor Solar Facility on Residential Property		
Street/common access or yard	Street or Common Access	
	Front Yard Prohibited (1) Front Façade SUP (2)	
	(1) Front yard placement is prohibited.	
	(2) Front façade placement (if facing street or common access) requires a Special Use Permit (SUP).	
	(3) Front roof slope placement requires a Special Use Permit (SUP)	
Side Yard (4) Roof (3) SUP (5) (5) Side Yard (4)		
(4) Side & rear yard placement permitted as by-right accessory use in all districts subject to the issuance of a zoning permit.		
Rear Yard (4)		
(5) Side & rear roof slope placement permitted as a by-right accessory use in all districts subject to the issuance of a zoning permit.		

plan (attachment A).

Article 9.54.1 (e)

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

STAFF FINDINGS 2: The solar energy facilities will not be considered rooftop equipment and screening, or architectural standards are not required.

Article 11.4.10 (e)

- (2) The applicant has the burden of producing competent, material, and substantial evidence establishing that:
- The proposed special use will not materially endanger the public health or safety;
 - The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity;
 - The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan;
 - The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located; and
 - The proposed special use will comply with all general and specific standards required by the appropriate section of this ordinance for the issuance of a special use permit for this use.

STAFF FINDINGS 3: The applicant has provided documentation stating that the solar panels have an antireflective coding (Attachment A). Two articles have also been provided that speak to the solar panels positive effects on property values (Attachments B and C)

Article 11.4.10 (f)

Recommendation and Decision

- (1) In considering an application for a special use permit, the Planning Board is an advisory capacity and the Town Board, in a decision making capacity, shall consider, evaluate and may attach reasonable and appropriate conditions and safeguards to the location, nature, and extent of the proposed use and its relations to surrounding property, for the purpose of ensuring that the conditions of permit approval will be complied with and any potentially injurious effect of the special use on adjoining properties, the character of the neighborhood, or the health, safety, and general welfare of the community will be minimized.
- (2) Any such conditions may relate to parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, intensity of site development, the timing of development, and other matters the Town Board may find appropriate or the applicant may propose. The applicant will have a reasonable opportunity to consider and respond to any additional conditions or requirements prior to final action by the Town Board.

STAFF FINDINGS 4: The applicant has provided documentation stating that the solar panels have an antireflective coating. As such, Staff believes that the minor solar energy facility will not cause potentially injurious effect on adjacent properties or pedestrian and vehicular traffic.

PART 4: PLANNING STAFF RECOMENDATIONS

In considering the Special Use Permit SUP21-06, Solar Panels for 11913 Henderson Hill Rd, the Planning Staff find that all of the findings in part 3 above meet all of the required conditions and specifications of Article 9.54, is reasonable and does not pose an injurious effect on the adjoining properties and finds that the character of the neighborhood or the health, safety and general welfare of the community will be minimized. This decision is supported by its consistency with Huntersville 2040 Community Plan EOS 9.1 which promotes the use of energy efficient building design and neighborhood design.

PART 5: PUBLIC HEARING/FINAL ACTION

The Special Use Permit Hearing is tentatively scheduled for February 21, 2022

PART 6: ATTACHMENTS

Attachment A: General Application, Project Site Plan, Solar Panel Information.

Attachment B: Solar power can boost your home's value

Attachment C: Homes with Solar Panels Sell for 4.1% More

Attachment D: Installed Solar Panels

Attachment E: Email Acknowledging Permit requirements

PART 7: Planning Board Decision

Hensley made an Amended Motion to Approve SUP 21-06, Solar Panels for 11913 Henderson Hill Road, we the Planning Board find the request meets all required conditions and specifications, is reasonable and does not pose an injurious effect on the adjoining properties and finds that the character of the neighborhood or the health, safety and general welfare of the community will be minimized. This decision is supported by the following findings: 1) The proposed solar installation is located on the roofs slope above the façade and therefore complies with Article 3.2.1 a; 2) The proposed equipment is not considered roof top equipment and therefore does not require screening; and 3) The proposed PV modules have a reflective value less than that of a normal window or water and therefore has limited reflective light toward the reflective street; and is consistent with Huntersville 2040 Community Plan EOS 9.1 which promotes the use of energy efficient building design and neighborhood design. F. Gammon seconded the amended motion. The amended motion passed unanimously (9-0).

PART 8: Town Board Decision Statements

In Favor of the Special Use Permit

In considering the Special Use Permit SUP21-06, Solar Panels for 11913 Henderson Hill Rd, we, the Town Board, find that the request meets all of the required criteria for granting a Special Use Permit for minor residential solar energy facilities facing a public street or common access space, as outlined in the ZONING ORDINANCE. The Town Board grants SUP 21-06 and:

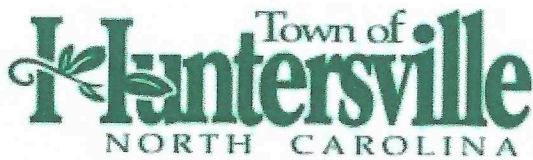
- A) Incorporates Staff's Findings of Facts for the standards to Grant SUP21-06.
- B) Incorporates Staff's Findings of Facts numbers (specify which Findings to accept and which to reject) and makes the following Findings of Facts for the Standards to Grant SUP 21-06:
 - 1)
 - 2)Add additional statements as necessary.
- C) Rejects Staff's Findings of Facts and makes the following Findings of Facts for the standards to grant SUP21-06 (The Findings must be in relation to the applicable standards):
 - 1)
 - 2)Add additional statements as necessary.

Against Special Use Permit

In considering the Special Use Permit SUP21-06, Solar Panels for 11913 Henderson Hill Rd, we, the Town Board, find that the request does not meet the required criteria for granting a Special Use Permit for minor residential solar energy facilities facing a public street or common access space, as outlined in the Zoning Ordinance, based on the following Findings of Fact:

(List which conditions are not being met)

- 1)
 - 2)
- Add additional statements as necessary.



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 # EPM# 430800
- ☐ Other _____

- SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance
- ☐ Sketch Plan
 - ☐ Preliminary Plan
 - ☐ Final Plat (Includes Minor Subdivision)
 - ☐ Exempt Subdivision
 - ☐ Final Plat Revision
 - ☐ Farmhouse Cluster

2. Project Data

Date of Application 11-29-21

Name of Project Karen Butler Solar Phase # (if subdivision) _____

Project Address 11913 Henderson Hill Rd, Huntersville NC 28078

Parcel Identification Number(s) (PIN) 01533303

Current Zoning District Huntersville Proposed District (for rezoning only) _____

Property Size (acres) _____ Street Frontage (feet) _____

Current Land Use Single Family General Residential

Proposed Land Use(s) _____

Is the project within Huntersville's corporate limits?

Yes _____ No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Explain the nature of this request. If a separate sheet is necessary, please attach to this application.

Special Use Permit for the installation of Roof Mounted Solar Panels

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 Justin Mikkelsen Phone 714 313 6911
☐ 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 [Signature] Printed Name: Justin Mikkelsen
Title Partner Email justin@rsrupower.com
Address of Applicant 4123-A Rose Lake Dr. Charlotte NC 28217

7. Property Owner (if different than applicant)

*Printed Name _____ 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 _____ Printed Name _____
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

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>



General Application Owner/Applicant Signature Addendum

Application Information

Date of Application 11/22/2021 Application Number _____
 Name of Project Butler Solar Phase # (if subdivision) _____

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

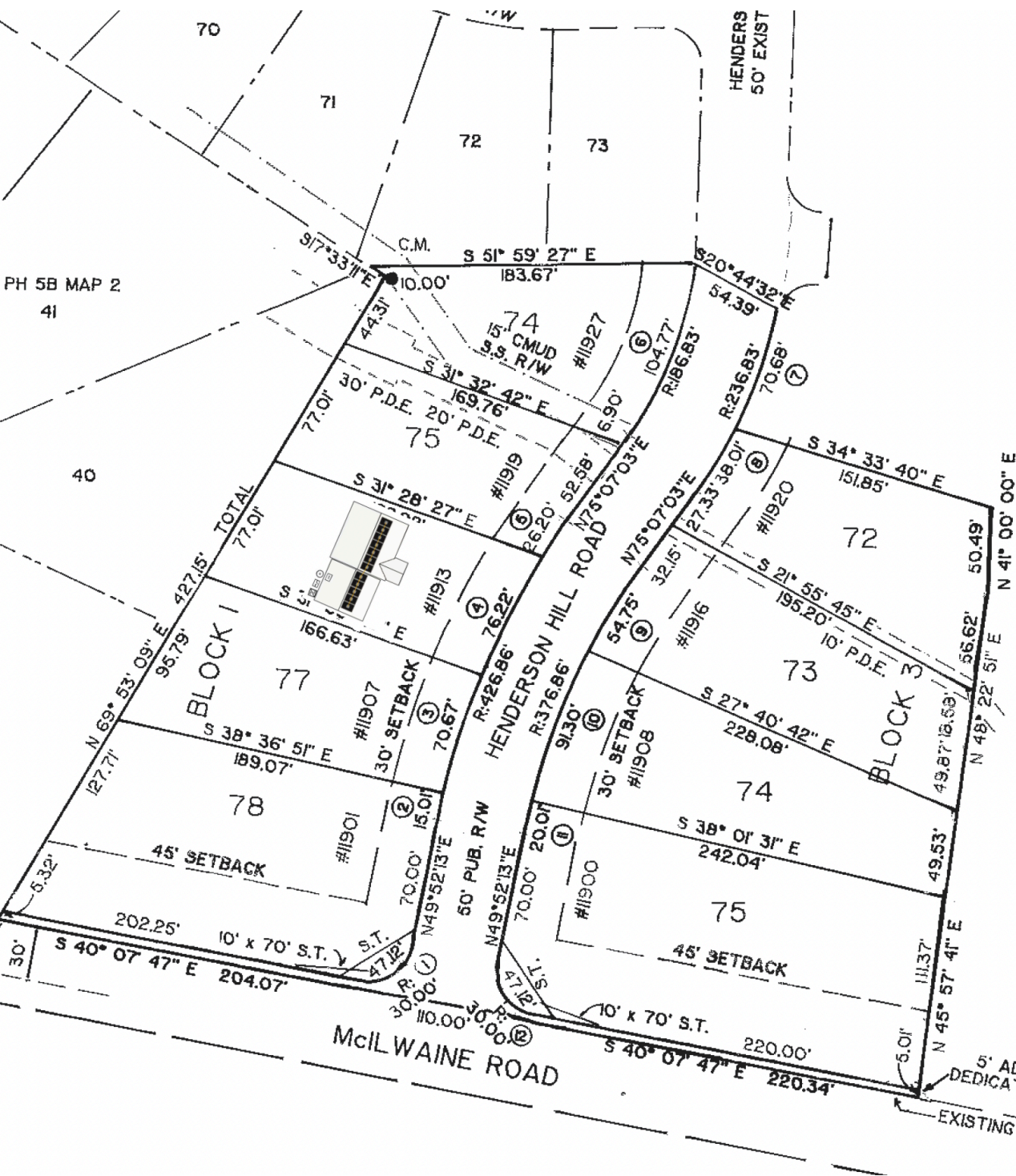
* ^ Printed Name KAREN Butler Phone Number 704-746-2220
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: owner
☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial 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 [Signature] Parcel ID(s): 01533303
 Title Karen Butler Email kbutler3691@alumni.unc.edu
 Address of Property Owner/Applicant 11913 Henderson Hill Rd, Huntersville NC 28078

* ^ Printed Name Justin Mikkelsen Phone Number 714-313-6911
☐ 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 [Signature] Parcel ID(s): 01533303
 Title Partner Email justin@rsrvpower.com
 Address of Property Owner/Applicant 4123-A Rose Lake DR, Charlotte NC 28217

* ^ Printed Name _____ 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 _____ Parcel ID(s): _____
 Title _____ Email _____
 Address of Property Owner/Applicant _____

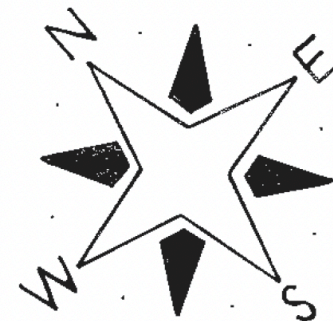
* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ 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.



NOW OR FORMERLY
CAROLEEN-HENDERSON ENTERPRISES, INC
6479-650

SETBACKS:
RIDGES: 18"
RAKES: 36"
HIPS: 36"



BEARINGS BASED
ON M.B. 23-110
6-5-89

CEDARFIELD PLANTATION
PH 5B MAP 3
FOR 5' ADDITIONAL R/W DEDICATED TO N.C.D.O.T.
MAP BOOK PAGE



RSRV POWER
4123-A Rose Lake Dr,
Charlotte, NC 28217
866-797-RSRV

ADDRESS: 11913 HENDERSON HILL RD, HUNTERSVILLE, NC 28078
jhfdjkhvjdhvf-2220
EMAIL: jspencer0@zoho.com

NOTES: PLOT VIEW OF HOME WITH SOLAR ENERGY INSTALLATION

SYSTEM OVERVIEW

4.08 KW DC

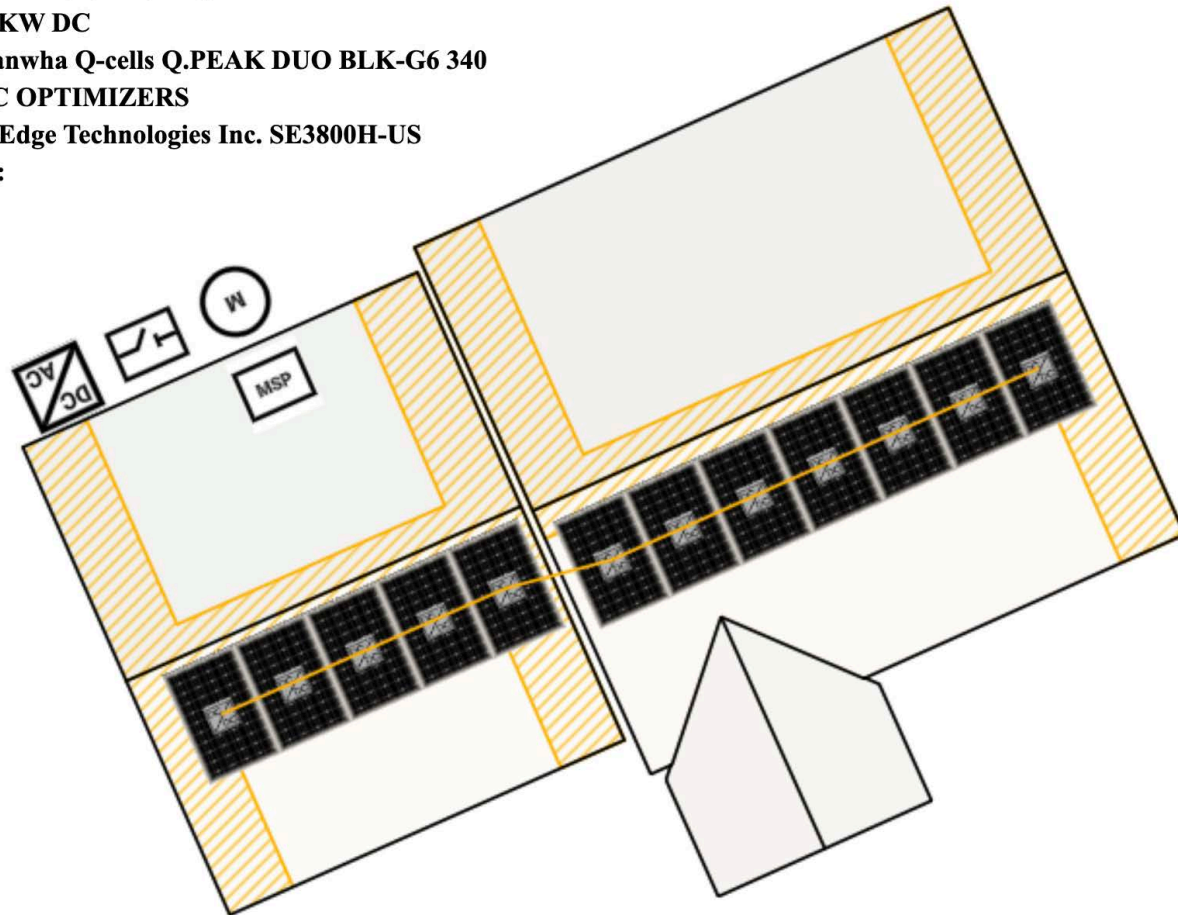
12 Hanwha Q-cells Q.PEAK DUO BLK-G6 340

12 DC OPTIMIZERS

SolarEdge Technologies Inc. SE3800H-US

Pitch:

SETBACKS:
RIDGES: 18"
RAKES: 36"
HIPS: 36"



PV MODULE REFLECTION – GLARE

PV MODULE REFLECTION – GLARE

When light falls on a surface it is split; some of the light traverses the surface (transmission), some light enters the surface and is lost (absorption) and some is redirected away from the surface (reflection). In order for a PV module to produce as much power as possible, the cover glass is optimized for high transmission. This is why Hanwha Q CELLS PV modules have cutting-edge anti-reflective coatings (ARC) in order to maximize transmission and limiting the possibility for reflections.

Each of these actions, transmission, absorption and reflection, can be measured as a proportion of the original light falling on the surface, eg. $T + A + R = 100\%$. For our purposes it is only necessary to look at the proportion of this original light, as the intensity of the light falling on the surface of the PV module glass will change with numerous factors including different system configurations, locations and times of both the day and year.

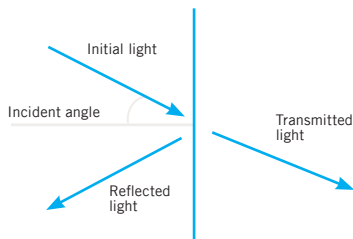


Figure 1: Light falling on a surface

The proportion of light reflected from any surface is dependent upon the angle at which the light hits the glass, called the incident angle where 0° is direct light and 90° is parallel to the surface. The proportion of reflected light can be calculated for different incident angles using the Fresnel equations. For a sheet of glass it would be necessary to calculate the reflection twice, once for the frontside of the glass and once for the backside. However as the rear of PV module glass is connected to an EVA and light absorbing PV cell it is only necessary to consider the frontside effect. To calculate the reflection the refractive index of the involved media is needed. As an example air has an index of 1, for normal “window” glass the value is around 1.5, for water it is 1.33 and for PV module glass it is around 1.25. From these figures alone it is possible to, correctly, presume that the glass used in PV modules creates less reflected light than normal “window” glass or a body of water. Figure 2 shows the curves of these different cases, along with measurements by TÜV Rheinland of Hanwha Q CELLS modules. It can be seen that the proportion of light reflected starts close to zero but rises as the incident angle gets closer to 90° .

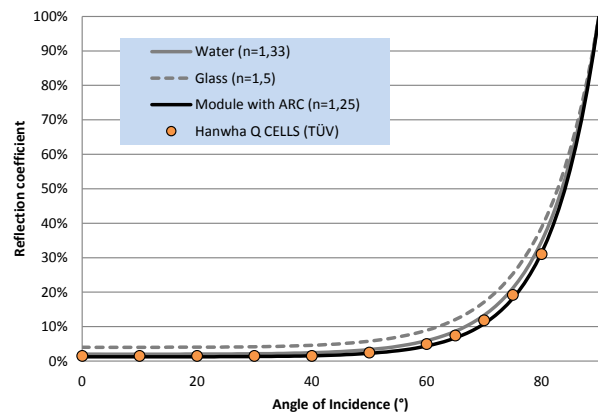


Figure 2: Reflection vs. incident angle

CONCLUSION

From both the theoretical and measured data it is clear that ARC glass used in all Hanwha Q CELLS currently produced PV modules reflects less light than both naturally occurring features, such as bodies of water, and common manmade structures. Moreover for incident angles below 55° less than 4 % of the initial light is reflected away from the PV module.

EMAIL: service@q-cells.com

TEL: +49 (0)3494 66 99 23222

POWERING THE FUTURE

POWERING THE FUTURE

Solar power can boost your home's value — especially in these 10 states

PUBLISHED SAT, OCT 5 2019•10:30 AM EDT UPDATED SUN, OCT 6 2019•7:54 AM EDT



Valentina Sanchez
@VTRIVELLA

WATCH LIVE

KEY POINTS

Solar rooftop panels can boost your home's value and lower an electricity bill.

Real estate information provider Zillow found that New Jersey, Pennsylvania and North Carolina offer the highest solar premiums in the country.

California became the first state in the U.S. to require all new homes to have solar panels on their roofs starting in 2020.



MARKETS



CNBC TV



WATCHLIST



MENU



California will be the first state in the U.S. to require solar panels on all new homes starting 2020, but the legislation's passage did not end the debate over a key question: Does the cost of installing solar pay off for homeowners?

Some developers are not even waiting for 2020 and are [pressing ahead with solar-powered homes](#) for what they say is the best reason: it is simply what best serves the homebuyer market matching energy demands to efficiency and cost. The state estimates the new solar power rule will help homeowners save about \$19,000 in a 30-year period. Others say the [mandate will push up housing costs](#) too much for many homebuyers.

There's another way to look at the question: Does adding solar power increase a home's value at time of sale? According to real estate information company [Zillow](#), in some states the answer already is yes. Zillow's research indicates that in the same way homeowners are willing to pay thousands of dollars for renovations like a new kitchen or finished basement, they need to evaluate the return on investment from investing in solar energy.



MARKETS



CNBC TV



WATCHLIST



MENU

Installing solar panels in a home not only helps to reduce current monthly utility bills; it can potentially increase the home's value by up to 4.1% more than comparable homes with no solar panels, according to [recent solar research done by Zillow](#) — or an additional \$9,274 for the median-valued home in the U.S.

Green houses

Recent natural disasters like the [California wildfires](#), [heat waves](#) throughout Europe and [extreme melt events](#) have inspired many to seek more eco-friendly lives, including home buyers.

“There is increased demand for green living. More than 80% of buyers now say energy-efficient features are important in selecting their home,” said Sarah Mikhitarian, Zillow senior economist. “We are increasingly finding that these attributes are important to prospective homebuyers. This is part of the reason that there is a premium associated with it. The other piece is that there is true value provided by solar panels — namely, future energy savings.”

The energy savings depends in part on how a specific home consumes energy. For example, a home that features heated floors might see a greater premium from the addition of solar (though this was not a correlation Zillow specifically researched).

“For homeowners who know they consume a lot of power, those future savings are worth spending a bit more money up front,” Mikhitarian said.

To identify the solar premium in each state, Zillow compared the sale prices of homes with and without solar-energy systems listed for sale and sold within the research period — March 2018 and February 2019. The company examined all transactions that occurred and identified which homes featured solar panels in their listing descriptions, controlling for observable attributes including size, age, location, and market value at the time it was listed for-sale. Zillow also controlled for local market dynamics and the time of the year that the home sold.



MARKETS



CNBC TV



WATCHLIST



MENU

solar-energy systems. That is a profit of \$32,281 for the median-valued home in that state.

Here's the top 10 states with the highest solar premiums, according to Zillow's findings:

- 1.** New Jersey: 9.9% or \$32,281 for the median-valued home.
- 2.** Pennsylvania: 4.9% or \$8,589 for the median-valued home.
- 3.** North Carolina: 4.8% or \$8,996 for the median-valued home.
- 4.** Louisiana: 4.9% or \$7,037 for the median-valued home.
- 5.** Washington: 4.1% or \$15,916 for the median-valued home.
- 6.** Florida: 4% \$9,454 for the median-valued home.
- 7.** Hawaii: 4% or \$24,526 for the median-valued home.
- 8.** Maryland: 3.8% or \$10,976 for the median-valued home.
- 9.** New York: 3.6% or \$10,981 for the median-valued home.
- 10.** South Carolina: 3.5% or \$5,866 for the median-valued home.

However, solar premiums can vary within state lines.

While the solar premium for the state of Florida is 4%, it increases to 4.6% in Orlando, Florida.

In New York City the solar premium is 1.8% more than it is statewide, which translates to \$23,989 more in value for the typical home in New York.

And in California there are major fluctuations within metro areas: while the solar premium statewide is 3%, in San Francisco, it increases to 4.4%, in Los Angeles to 3.6%, but in Riverside, the solar premium declines to 2.7%.

Other states like Utah, did not have enough homes with solar-energy systems installed



MARKETS



CNBC TV



WATCHLIST



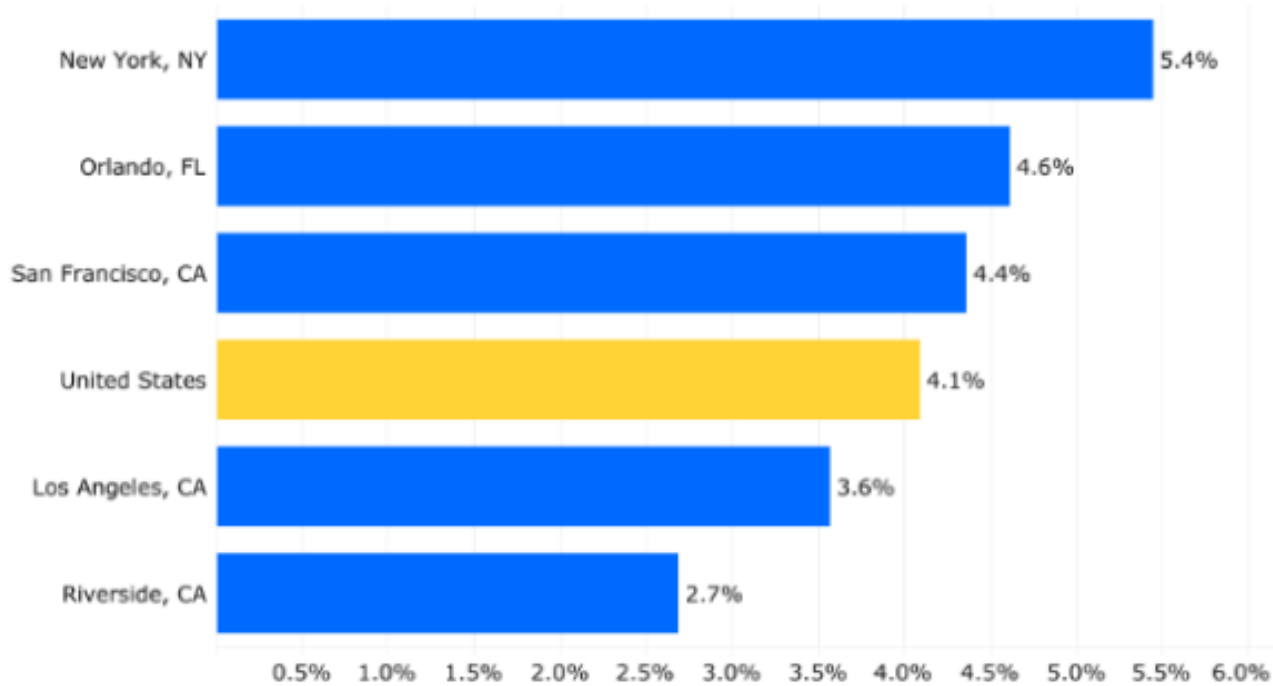
MENU

Homes with solar panels sell for 4.1% more

The price premium, as a percentage and as a dollar amount, that homes with solar power enjoy

Select view:

- ☒ % premium
☐ \$ premium



“There’s been a widening of reasons why people are going solar,” said Evelyn Huang,



the U.S. — it competes directly with [Tesla](#), which acquired its main competitor SolarCity. “One of the reasons is savings, I think that’s the obvious one. The second one is control,” Huang said, referring to monthly expenses.

“Our utility companies are needing more and more money to maintain, and they pass on that cost to the homeowner. But that is pretty unpredictable for a homeowner. You just don’t know how much your prices are going to increase,” Huang said. “I think that is another reason why customers are considering solar. They want to know how much they are going to pay every month. If you’re on a fixed income, you need a budget. You need to know what to expect.”

Homeowners who made the solar switch

Lisa and Jerry Chretien, a couple from Cape May County, New Jersey, decided to lease solar rooftop panels from Sunrun a year ago. High utility bills and the desire to live cleaner and greener lives inspired them to make the decision. Since going solar in June 2018, the Chretien’s electric bills have decreased, especially in the summertime.

“As soon as we would open the pool and turn on the air conditioners in May ... our electric bills would run close to \$800, sometimes more,” said Lisa Chretien. “Saving money, especially with kids in college, has been a big help and a big saving. And there are a lot of incentives, tax wise you get a break. It has just been a plus all the way around.”

For Kerrie Lane, owner and operator of a cleaning service and resident of South Jersey, the experience was similar. After moving into her new home, she received her first electric bill: a staggering \$1,100. Kerrie knew she needed to do something to make her electric bills affordable.

“I’m 60 years old, so I’m getting up there. I do a physical job for a living but I can’t do it forever. ... So having my bills being manageable was very important to me,” Lane said. “My first electric bill in this house was \$1,100. I knew I needed to correct this situation and make it manageable and Sunrun gave me the consistency that I was looking for.”



MARKETS



CNBC TV



WATCHLIST



MENU

**VIDEO** 14:47

The rise of the solar power

A Sunrun spokesman said that assuming annual utility rate increases —the current national average utility rate increase per year is around 3% — solar customers see an average utility bill savings of anywhere from 10% to 40%. Solar contracts include a fixed price of energy per kilowatt/hour that is typically lower than utility rates in most regions across the U.S.

The Sunrun spokesman noted that customers still must pay basic utility infrastructure charges separate from the power generation cost, for wire maintenance, for example, and may also still use some power generation from the utility's sources, depending on the size of their home and level of energy use, as well as the season. Seasonality is an issue for utilities too. In the summer, for example, prices tend to be higher to meet the demand, according to the [U.S. Energy Information Administration](#).

Depending on their deal with Sunrun — which offers service plans, loans, prepayments and cash purchases — customers may also pay monthly charges to the company. Sunrun says that more than 85% of customers do not buy the system outright but pre-pay a set amount and then make monthly service plan payments.



MARKETS



CNBC TV



WATCHLIST



MENU

give the best of both worlds to our home buyers.

—Brandon De Young

EXECUTIVE V.P. OF NET-ZERO ENERGY HOMEBUILDER DE YOUNG PROPERTIES

Residential home construction company De Young Properties in California built its first net-zero energy building in 2013 — that means it has the potential to produce as much clean energy as it would consumer on a yearly basis.

De Young began redesigning its traditional home prototype in 2008 in order to find a way to build comfortable, energy-efficient homes, at an affordable price. “We wanted to build better homes. We didn’t want to stagnate and just build the same home that my grandfather used to build because we felt that it was important to continue to progress,” said Brandon De Young, executive v.p. of the company, which has three decades of history.

“Basically, you either have to sacrifice your comfort for your energy bill or your energy bill for your comfort. And we saw that there was an opportunity here to try and give the best of both worlds to our home buyers,” said De Young.

Caveats

Many homeowners lease solar panels from companies including Sunrun and Tesla, meaning at time of a home sale the seller needs to buy out the lease or the seller needs to find a buyer who is willing to take over that lease. Solar leasing companies do provide services for transferring the lease. If the previous owner was entitled to state or federal tax credits related to the solar project, that financial incentive would not transfer to the new owner.

Like any home improvement, solar energy systems have a limited useful life. After 20 years or more, solar panels do generally start producing less energy and that would take away some of the value associated with the solar panels, which would likely be reflected in its premium for a specific home. But Zillow noted that this is similar to many other attributes of a home. For example, HVAC systems often need to be replaced after about



10 to 15 years, but people still highly value having air conditioning and are willing to pay a premium for it.

Investment tax credits offered by the federal government to invest in renewable energy projects including solar are scheduled to be phased out for residential homeowners in 2022, but the lobbying fight over this tax credit — currently as high as 30% — is ongoing. If phased out, it would take away one incentive for a homebuyer to purchase a solar system, though costs are coming down at the same time. [Bill Gates recently remarked](#) that solar and wind no longer need the support that other sources of renewable energy do and government incentives should be phased out, and he added that solar and wind companies should now be large enough to drive down costs through economies of scale.





Homes With Solar Panels Sell for 4.1% More

By Sarah Mikhitarian (<https://www.zillow.com/research/about-us/sarah-mikhitarian/>) on Apr. 16, 2019

Not only can adding solar panels to a home save energy costs and help the environment, it also can potentially increase a home's value. During the past year, homes with solar-energy systems sold for 4.1% more on average than comparable homes without solar power. For the median-valued home, that translates to an additional \$9,274.

The sale premium varies substantially by market. In Riverside, Calif., for example, homes with solar-energy systems sold for 2.7% more than comparable homes without solar power—a markup of \$9,926 for the median-valued home in the metro. In the greater New York City metro, solar-powered homes have a premium that is double that of Riverside. At 5.4%, that's an extra \$23,989 in value for the typical home in New York.

In three other coastal metro areas—Los Angeles, San Francisco and Orlando, Fla.—homes with solar power can fetch a premium of around 4%.

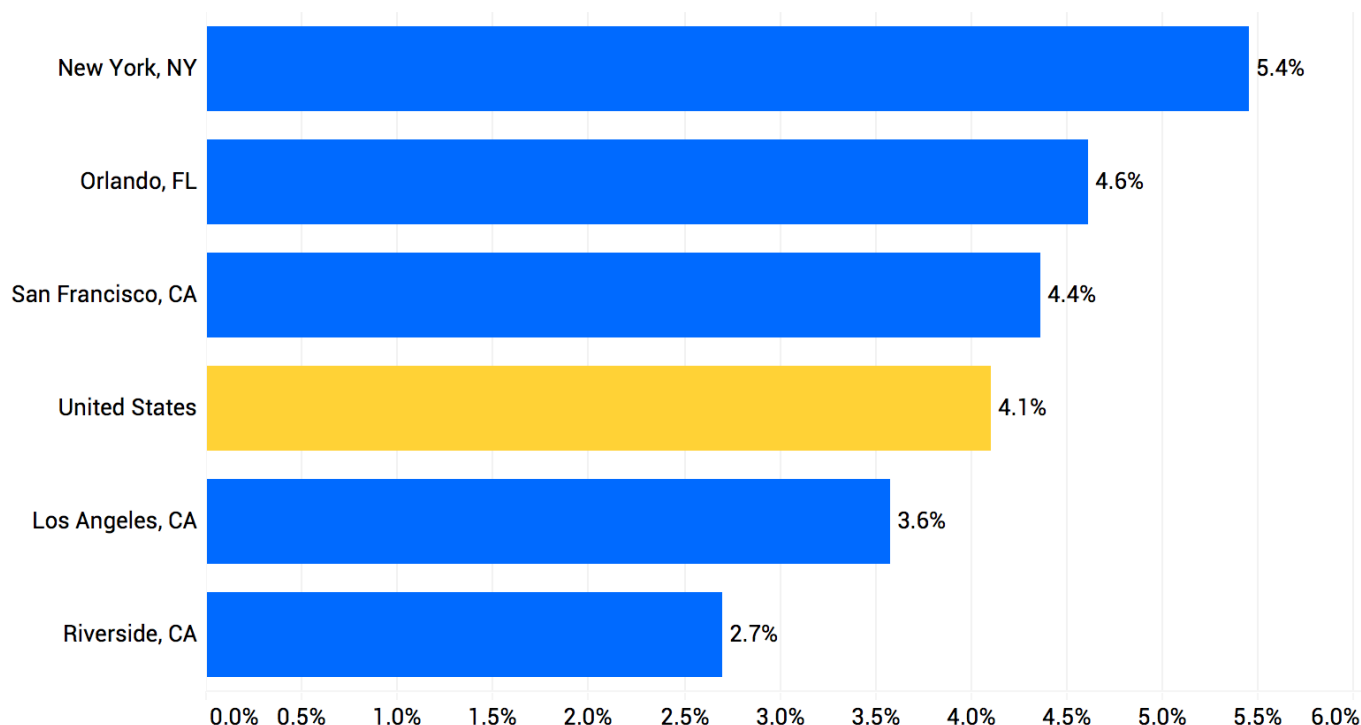
Homes with solar panels sell for 4.1% more

The price premium, as a percentage and as a dollar amount, that homes with solar power enjoy

Select view:

☒ % premium

☐ \$ premium



Zillow Economic Research | Source: Zillow analysis of listing descriptions and transactions between March 1, 2018 and February 28, 2019.

One reason houses with solar-energy systems sell for more than those without them is because they can provide substantial future energy cost savings. For homeowners who know they consume a lot of power, these future savings are worth spending a bit more money up front. It is also possible that homes with solar-energy systems are more likely to have other features that are hard to measure yet valuable, like heated floors, which could contribute to the premium associated with solar power.

Personal preferences play a role, too: More than 80% of home buyers say energy-efficient features are important, according to the Zillow Group Consumer Housing Trends Report.

Methodology

We calculated the solar premium by comparing homes with and without solar-energy systems that were listed for sale and sold from March 1, 2018 to February 28, 2019, controlling for observable attributes of the homes, including bedrooms, bathrooms, square footage, age of the home and location.



Re: Solar Panel Special Use Permit 11913 Henderson Hill Rd



Justin Mikkelson <justin@rsrvpower.com>

To Nathan Farber



Reply



Reply All



Forward



Wed 1/5/2022 3:35 PM

Hey Nathan,

Yes I understand this and we already have approval from the energy company.

Thanks,

On Wed, Jan 5, 2022 at 3:29 PM Nathan Farber <nfarber@huntersville.org> wrote:

Justin,

I am finishing up my staff report for the upcoming Planning Board meeting on the 24th for your Special Use Permit for 11913 Henderson Hill Rd. Article 9.54 requires that any "minor solar energy facility shall require approval from all applicable state and federal agencies as well as the affected energy provider". I am contacting to make sure you were aware of these requirements and for you to acknowledge these requirements in a quick email response. I need the acknowledgement in my records in order to state in my staff report that the applicant understands this.

Let me know if you have any questions!

Thanks for your help!

Nathan Farber

Planner I | Town of Huntersville

105 Gilead Road | Third Floor

P.O. Box 664 | Huntersville, North Carolina 28070

(704) 766-2237

www.huntersville.org

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Nathan Farber

Date: February 21, 2022

Subject: Consider decision on Petition #R21-15, a request by TLO Properties LKN, to rezone 14520 Beatties Ford Rd.

EXPLAIN REQUEST:

Consider decision on Petition #R21-15, a request by TLO Properties LKN, to rezone 14520 Beatties Ford Rd (Parcel #01540105) from the Rural-Conditional and Transitional Residential Districts to the Rural District.

ACTION RECOMMENDED:

Consider decision on Petition #R21-15

FINANCIAL IMPLICATIONS:

NA

ATTACHMENTS:

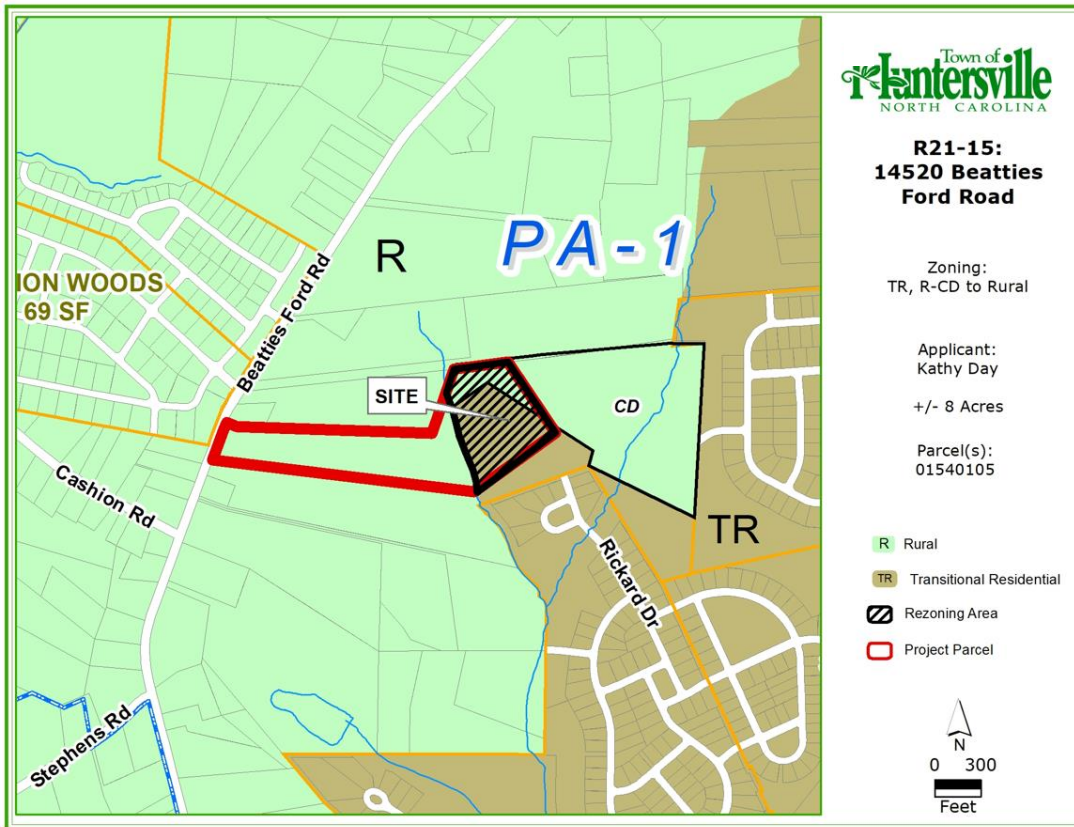
1. R21-015 TB staff report
2. General Zoning Application
3. R21-15 14520 Beatties Ford Rd Zoning Map

Petition R21-15: 14520 Beatties Ford Road General Rezoning

PART 1: PROJECT SUMMARY

Application Summary:

1. Petition #R21-15 is a request by TLO Properties LKN of Parcel ID 01540105 to rezone the rear portion of the property from Rural-Conditional District and Transitional Residential to Rural.



Applicant: TLO Properties LKN

Property Owner: Same

Property Address: 14520 Beatties Ford Rd

Project Size: 7.9 acres of a total 20.02 acres

Parcel Numbers: 01540105

Existing Zoning:

Rural (R), Rural w/ Conditional District (R-CD), and Transitional Residential (TR)

Proposed Zoning:

Rural (R)

2. Adjoining Zoning and Land Uses

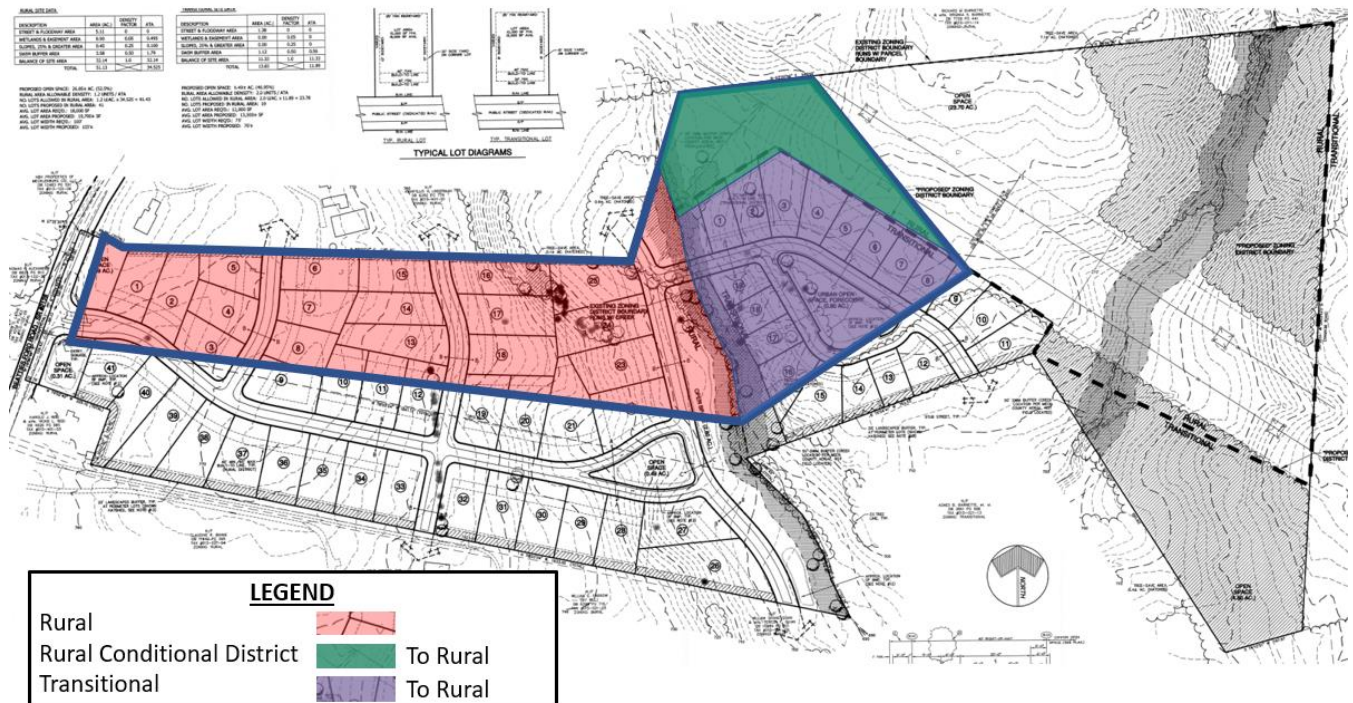
North: Rural (R), Single Family Residential.

South: Rural (R), Single Family Residential Lot (currently vacant).

East: Rural w/ Conditional District (R-CD), Open space as part of the R05-13 Nassar Gordan Conditional rezoning (currently vacant).

West: Beatties Ford Rd, Rural (R), Single Family Residential Lot and Common Open Space

3. The below map shows rezoning R05-13 Nassar-Gordon consisting of a 60-lot residential subdivision on a total of 64 acres. At that time, the entire proposed subdivision consisted of two lots (blue outline is parcel involved in this rezoning; unshaded area is the 2nd parcel). The applicant is proposing a general rezoning to remove Rural Conditional District rezoning (green) and Transitional Residential (purple) associated with the R05-13 Nassar Gordon rezoning so that the entire parcel will be zoned Rural (red). Because this is a General Rezoning, the application does not have a site plan or any conditions associated with the request. If approved, all uses allowed in the Rural (R) district will be permitted as described in the ordinance. (Article 3.2.1)



4. The Planning Staff certifies the required notifications were made for the public hearing. Notice was advertised in the Charlotte Observer, adjacent property owner notice post cards were sent and a sign was installed at the subject property per state statute requirements.

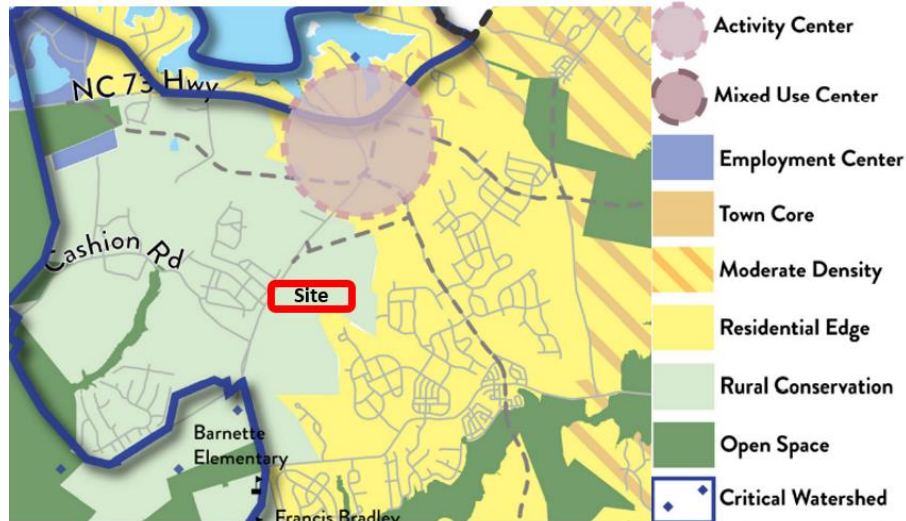
PART 2: REZONING/SITE PLAN ISSUES

- Since this is a general rezoning, there are no site specific issues with this rezoning application as there is no site plan attached to the request. Any proposed future development would have to comply with the Rural zoning district and all applicable requirements of the Zoning and Subdivision Ordinances.
- The Huntersville 2040 Plan shows this property is located within the Rural Conservation designation.



Rural Conservation

These areas preserve elements of rural character. They balance open space conservation and some residential development. Development form is farms and associated structures, Farmhouse Clusters and low density Conservation Subdivisions (if access to utilities exists). New development has a 0.9 unit/acre maximum, and typically 45%+ open space is required.



PART 3: TRANSPORTATION ISSUES

- No Transportation issues.

PART 4: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that “in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents”.

STAFF COMMENT – Staff finds the proposed use consistent with the following policies of the 2040 Huntersville Community Plan:

- **Policy LU 2.2 – Lower intensity residential uses are expected within the Residential Edge and Rural Conservation areas identified on the Future Land Use Map. STAFF COMMENT:** The property in questions is located within the Rural Conservation area on the Future Land Use Map.
- **Policy LU 3.1 – Discourage rezonings to higher intensity residential districts in the Residential Edge and Rural Conservation future land use character areas. STAFF COMMENT:** The proposed Rural (R) zoning permits lower intensity residential development consistent with the .

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: “in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

- 1. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**

STAFF COMMENT:

The overall character of the existing development in the immediate vicinity of the subject property is residential and rural in nature. The uses along Beatties Ford Rd include single family residential lots. The Rural (R) district uses established on the subject property would be consistent with the surrounding development.

- 2. The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**

STAFF COMMENT:

- There are no public facility concerns for a general rezoning application. Any traffic impact or public facility needs will be reviewed during the subsequent site plan review for any proposed development.

- 3. Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”**

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental resources.

PART 5: PUBLIC HEARING

January 3, 2022: Staff and Applicant were the only speakers

PART 6: STAFF RECOMMENDATION

Staff recommends approval of the rezoning application as the Rural (R) district is consistent with adjacent development.

PART 7: PLANNING BOARD RECOMMENDATION

F. Gammon made a Motion to Approve R21-15, 14520 Beatties Ford Road from Rural Conditional District and Transitional Residential to Rural zoning. The Planning Board finds that the rezoning is consistent with Huntersville Zoning Articles 11.4.7 d and 11.4.7 e and the Huntersville 2040 Plan policies LU 2.2, LU 3.1 as outlined in part 4 of the staff report. It is reasonable and in the public interest to rezone this property because the rural zoning will be consistent with the character and uses adjacent to the subject property and the entire property will have one zoning district instead of three. J. Snyder seconded the motion. The motion passed unanimously (9-0).

PART 8: CONSISTENCY STATEMENT – R21-15: 14520 Beatties Ford Rd GENERAL REZONING

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning of Petition R21-15, 14520 Beatties Ford Rd, Planning Staff finds that the rezoning is consistent with Policy LU 2.2 and LU 3.1 of the Town of Huntersville 2040 Community Plan. Staff recommends rezoning the property from Rural w/ Conditional District (R-CD), and Transitional Residential (TR) to Rural (R). It is reasonable and in the public interest to rezone this property because the R district will be consistent with the character and uses adjacent to the subject property and the entire property would have one zoning district instead of three.	APPROVAL: In considering the proposed rezoning of Petition R21-15, 14520 Beatties Ford Rd, Planning Board finds that the rezoning is consistent with Huntersville Zoning Articles 11.4.7 d and 11.4.7 e and the Huntersville 2040 Plan policies LU 2.2, LU 3.1 as outlined in part 4 of the staff report. It is reasonable and in the public interest to rezone this property because the rural zoning will be consistent with the character and uses adjacent to the subject property and the entire property will have one zoning district instead of three.	APPROVAL: In considering the proposed rezoning of Petition R21-15, 14520 Beatties Ford Rd, Town Board finds that the rezoning is consistent with the Town of Huntersville 2040 Community Plan. The Board recommends rezoning the property from Rural (R), Rural w/ Conditional District (R-CD), and Transitional Residential (TR) to Rural (R). It is reasonable and in the public interest to rezone this property because...(explain)
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed rezoning of Petition R21-15, 14520 Beatties Ford Rd, the Town Board finds that the rezoning is not consistent with the Town of Huntersville 2040 Community Plan and other applicable long-range plans. We recommend denial of Rezoning Petition R21-15. It is not reasonable and not in the public interest to rezone this property because..... <i>(Explain)</i>

ATTACHMENTS:

1. Application
2. Rezoning Map



General Application

INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED. PLEASE CHECK ALL ITEMS CAREFULLY.

1. Application Type

Please indicate the type of application you are submitting. In addition to the application, the submission process for each application type can be found at <https://www.huntersville.org/528/Permits-Process>

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☐ Conditional Rezoning
- ☒ General Rezoning
- ☐ Master Signage Program
- ☐ Special Use Permit
- ☐ Revision to
Original Project # _____
- ☐ Other _____

- SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance
- ☐ Sketch Plan
 - ☐ Preliminary Plan
 - ☐ Final Plat (Includes Minor Subdivision)
 - ☐ Exempt Subdivision
 - ☐ Final Plat Revision
 - ☐ Farmhouse Cluster

2. Project Data

Date of Application 10/26/2021

Name of Project Four Oaks Phase # (if subdivision) _____

Project Address 14520 Beatties Ford Rd, Huntersville 28078

Parcel Identification Number(s) (PIN) 01540105

Current Zoning District R/TR/R-CD Proposed District (for rezoning only) R

Property Size (acres) 20.02 Street Frontage (feet) 275.97

Current Land Use Vacant/Raw

Proposed Land Use(s) Farmhouse Cluster

Is the project within Huntersville's corporate limits?
Yes ☒ No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Explain the nature of this request. If a separate sheet is necessary, please attach to this application.

Requesting rezoning so entire property can be zoned uniformly as R

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 Kathy Day Phone 704-668-9656
☐ 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 Kathy Day Printed Name: Kathy Day
Title _____ Email tlppropertieslkn@gmail.com
Address of Applicant 8942 Rosalyn Glen Rd, Cornelius NC 28031

7. Property Owner (if different than applicant)

*Printed Name TLO Properties LKN Phone 704-668-9656
☐ 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 Kathy Day Printed Name Kathy Day
Title Member Email tlppropertieslkn@gmail.com
Address of Property Owner Physical - 14520 Beatties Ford Rd, Huntersville NC
Mailing - 8942 Rosalyn Glen Rd, Cornelius NC

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

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

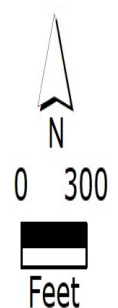
8. Development/Design Firm Contact Information

Odom Engineering Larissa Coles 704-692-4952 larissa@odom
Development Firm Name of Contact Phone Email engineering.com

Design Firm Name of Contact Phone Email

Contact Information

Town of Huntersville Phone: 704-875-7000
Planning Department Fax: 704-992-5528
PO Box 664 Physical Address: 105 Gilead Road, Third Floor
Huntersville, NC 28070 Website: <https://www.huntersville.org/228/Planning-Department>



**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Brad Priest

Date: February 21, 2022

Subject: Petition #TA21-14 - Major Subdivision Definition

EXPLAIN REQUEST:

Consider Final action on Petition #TA21-14 to amend Sections 2.100: Definitions, Section 6.300: Sketch Plan Required for Major Subdivisions, Section 6.310: Sketch Plan Not Required for Minor Subdivisions, Section 6.520: Exceptions: When Preliminary Plan Not Required. The purpose of the amendment is to 1) remove recordation of street right of way dedication, reservation, and improvements from the definition of a major subdivision; 2) remove the extension of any needed right of way or easement for the water and sewer system operation by Charlotte Mecklenburg Utility Department from the definition of a major subdivision; 3) condense the definition of a minor subdivision; and, 4) specify the requirements for a Farmhouse Cluster Plan.

ACTION RECOMMENDED:

Consider taking final action on Petition#TA21-14

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA21-14 Maj Min FC - TB Staff Report _2 21 22
2. TA21-14 Town Board Ordinance - 2 21 22
3. Application 09.29.21

TA21-14 – Definitions of Major and Minor Subdivisions, Requirements for Farmhouse Cluster Plan

PART 1: DESCRIPTION

TA21-14 is a text amendment to the Subdivision Ordinance by the Town of Huntersville Planning Department to amend Section 2.100: Definitions, Section 6.300: Sketch Plan Required for Major Subdivisions, Section 6.310: Sketch Plan Not Required for Minor Subdivisions, and Section 6.520: Exceptions: When Preliminary Plan Not Required.

The purpose of the amendment is to remove the dedication, reservation, and improvement of existing street right of way from the major subdivision definition; remove the extension of right of way or easements for the water or sewer system operated by Charlotte Mecklenburg Utility Departments from the major subdivision definition; condense the definition of a minor subdivision; and specify the requirements for a Farmhouse Cluster Plan.

PART 2: BACKGROUND

This amendment will provide clarity regarding what is and is not considered a major subdivision. The way the Subdivision Ordinance currently reads, improvement to existing street right-of-way and extension of right-of-way easements for Charlotte -Mecklenburg water and sewer are considered a major subdivision. Major subdivisions require approval by the Town Board which is a 3-month process. It is not advantageous or efficient for plats that expand existing street right-of-way and extend right-of-way easements for Charlotte-Mecklenburg water and sewer to be defined as a major subdivision. With this amendment expansion of existing street right-of-way and CMU water/sewer utility easements will be considered a minor amendment requiring staff approval. The definition of a major subdivision will still include the creation of any new public street.

Staff is also proposing to condense the definition of a minor subdivision. Currently, the minor subdivision definition states that a minor subdivision does not involve the following and then lists the language used to define a major subdivision. Staff is proposing the definition of a minor subdivision to simply state that if a subdivision does not meet the major subdivision definition or the exempt definition then it is a minor subdivision.

The Subdivision Ordinance nor the Zoning Ordinance specifies the requirements for a Farmhouse Cluster Plan. The Zoning Ordinance currently states in Articles 3.2.1 (e)(11) and 3.2.2 (e)(11), "A Farmhouse Cluster requires an approved Farmhouse Cluster subdivision plan, according to the requirements of the Huntersville Subdivision Ordinance including approval by the Town Board and shall meet all other requirements for review and approval, which may include preliminary plan approval prior to approval of a final plat." However, the only reference to the Farmhouse Cluster plan in the Subdivision Ordinance is in the definition of a minor subdivision and the language still does not specify the required information for a Farmhouse Cluster plan. Farmhouse Clusters are generally not common submittals; however, in the past year there were three Farmhouse Clusters submitted for review. This brought to Staffs attention that the plan requirements for a Farmhouse Cluster need to be specified in the Subdivision Ordinance.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

- **Policy EV1.4:** Review development standards to support business growth. Support efforts to improve efficiency of the development review process for development proposals. Regularly review the market to ensure that standards are in line with current demand.
 - **COMMENT:** Requiring applicants to go through the major subdivision review process for the extension of right of way or easements for water or sewer service or the dedication, reservation, and improvement of right of way for existing streets unnecessarily elongates the review process, approvals,

and openings of commercial development and residential development. The bulk of these reviews is administrative and major residential subdivisions already require approval by the Town Board of Commissioners.

- **Policy LU-10:** Encourage a diversity of housing options.
 - o COMMENT: Infill residential development and minor subdivisions are frequently proposed and the current requirement that the extension of any needed right-of-way or easement for the water or sewer system operated by Charlotte-Mecklenburg Utility Department be considered a major subdivision is a deterrent to development that could offer options such as multiplexes and small-scale residential developments.
- **Policy LU-9:** New residential development should follow appropriate housing design principles. LU 9.2: Within lower intensity areas including Moderate Density, Residential Edge, Rural Conservation, and Critical Watershed areas conservation design & farmhouse clusters are encouraged.
 - o COMMENT: The Zoning Ordinance allows Farmhouse Clusters in the Rural and Transitional Residential Zoning Districts and states the plan requirements for Farmhouse Clusters are in the Huntersville Subdivision Ordinance. The Subdivision Ordinance does not list the requirements for a farmhouse cluster plan. To ensure consistent requirements for future farmhouse cluster plans, it is beneficial to specify the plan requirements as done with sketch and preliminary plans to ensure the development follows appropriate design principles.

PART 4: STAFF RECOMMENDATION

Planning staff recommends approval of the proposed text amendment application.

Please see the proposed ordinance to amend included in the agenda packet. Removed language is struck out, new language is **bold and underlined**.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD

The Huntersville Ordinances Advisory Board (HOAB) recommended approval of the attached draft of this text amendment during the November 4, 2021 meeting.

PART 6: PUBLIC HEARING

The Public Hearing was held and closed on January 3, 2022. No one from the public spoke for or against the application.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board discussed the text amendment application on January 25, 2022. After Board discussion, J. Snyder made a Motion to Approve TA21-14 to amend Sections 2.10, 6.30, 6.31, and 6.52 of the Subdivision Ordinance, the Planning Board recommends approval based on the amendment being consistent with Policies EV 1.4, LU 9 and 9.2, and LU 10. It is reasonable and in the public interest to amend the Zoning Ordinance for the following reasons: 1)It does clean up the approval process while ensuring that items are addressed, and rules are met; 2)It establishes a proper path forward for farmhouse clusters that ensures that all of those processes and requirements are met; 3)It encourages in-fill development which often brings with it diverse housing options. G. Baber seconded the motion. The motion passed unanimously (9-0).

PART 8: ATTACHMENTS AND ENCLOSURES

- Attachment 1 - Draft Language Ordinance
- Attachment 2 - Text Amendment Application

PART 9: STATEMENT OF CONSISTENCY – TA21-14

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA21-14 to amend Sections 2.100, Section 6.300, Section 6.310 and Section 6.520 of the Subdivision Ordinance, the Planning Staff recommends approval of the application based on the amendment being consistent with policies EV1.4, LU-10, LU-9, and LU-9.2 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Subdivision Ordinance because it clarifies and improves efficiency of land development reviews, encourages appropriate infill and small-scale residential development, and specifies requirements for farmhouse cluster plans.	APPROVAL: J. Sny made a Motion to Approve TA21-14 to amend Sections 2.10, 6.30, 6.31, and 6.52 of the Subdivision Ordinance, the Planning Board recommends approval based on the amendment being consistent with Policies EV 1.4, LU 9 and 9.2, and LU 10. It is reasonable and in the public interest to amend the Zoning Ordinance for the following reasons: 1)It does clean up the approval process while ensuring that items are addressed, and rules are met; 2)It establishes a proper path forward for farmhouse clusters that ensures that all of those processes and requirements are met; 3)It encourages in-fill development which often brings with it diverse housing options. G. Baber seconded the motion. The motion passed unanimously (9-0).	APPROVAL: In considering the proposed amendment TA21-14 to amend Sections 2.100, Section 6.300, Section 6.310 and Section 6.520 of the Subdivision Ordinance, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)
DENIAL: N/A	DENIAL: N/A	DENIAL In considering the proposed amendment TA21-14 to amend Sections 2.100, Section 6.300, Section 6.310 and Section 6.520 of the Subdivision Ordinance, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because....(Explain)

AN ORDINANCE TO AMEND SECTIONS 2.100: DEFINITIONS, SECTION 6.300: SKETCH PLAN REQUIRED FOR MAJOR SUBDIVISIONS, SECTION 6.310: SKETCH PLAN NOT REQUIRED FOR MINOR SUBDIVISIONS, SECTION 6.520: EXCEPTIONS: WHEN PRELIMINARY PLAN NOT REQUIRED TO REMOVE RECORDATION OF STREET RIGHT OF WAY OR IMPROVEMENTS FROM MAJOR SUBDIVISION CATEGORY AND CLARIFY REQUIREMENTS FOR FARMHOUSE CLUSTER PLAN

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Section 2.100: Definitions of the **Subdivision Ordinance** is hereby amended as follows:

Subdivision, Major.

A subdivision not otherwise exempt from these regulations that involves any of the following:

1. The creation of any new public street, **but does not include the public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation system corridors or the location of public utility rights-of-way.** ~~or street right of way, or improvements to an existing street.~~
2. A future public school, park, greenway, or open space site shown in any adopted plan or policy document.
3. ~~The extension of any needed right of way or easement for the water or sewer system operated by Charlotte-Mecklenburg Utility Department.~~ **A multi-building site.**
4. The installation of drainage improvements through one or more lots to serve one or more other lots.
5. The installation of a private waste water treatment plant or a private water supply system for more than one lot or building site.

Subdivision, Minor.

A subdivision that is not otherwise exempt from the provisions of this ordinance and that **is not a "Major Subdivision" as that term is defined in this Ordinance.** ~~does not involve any of the following:~~

1. ~~The creation of any new public street or street right of way, or improvements to an existing street.~~
2. ~~A future public school, park, greenway, or open space site shown in any adopted plan or policy document.~~
3. ~~The extension of any needed right of way or easement for the water or sewer system operated by Charlotte-Mecklenburg Utility Department.~~
4. ~~The installation of drainage improvements through one or more lots to serve one or more other lots.~~
5. ~~The installation of a private wastewater treatment plant or a private water supply system for more than one lot or building site.~~

For purposes of these regulations, Farmhouse Cluster developments are considered a minor subdivision, **except as provided below**, and require Town Board approval. **Farmhouse Cluster developments do not require a Sketch Plan, except as specifically set out hereinbelow. A Farmhouse Cluster Plan shall demonstrate compliance with requirements of the Zoning Ordinance and include the following: an "Existing Features (Site Analysis) Plan" as detailed in Section 6.300 (1)(1-14), (2), and (3) of this Ordinance; a Four-Step Process as detailed in Section 6.300 (3) of this Ordinance; and a Preliminary Plan as detailed in Section 6.400 of this Ordinance.**

Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Section 6.300: Sketch Plan Required for Major Subdivisions of the **Subdivision Ordinance** is hereby amended as follows:

14. an "Existing Features (Site Analysis) Plan" shall be submitted as part of the sketch plan application **and for Farmhouse Cluster developments** in order to determine significant features to be preserved. It is recommended a pre-application meeting with the administrator be held to review the Existing Features Plan prior to submission of the sketch plan. The Existing Features (Site Analysis) Plan analyzes each site's special features, as they form the basis of the design process for open space lands, building locations, street alignments, and lot lines. Detailed requirements for Existing Features Plans at the minimum must include:

(a) the location and area calculations of constraining features including wetlands, slopes over 25%, watercourses, intermittent streams and floodways, S.W.I.M. buffers (outside of floodways), watershed buffers, and all rights-of-way and easements (current and future);

(b) the location of significant features such as woodlands, tree lines, specimen and heritage trees, open fields or meadows, scenic views into or out of the property, watershed divides and drainage ways; existing structures, cemeteries, roads, tracks and trails; significant wildlife habitat; prime agricultural farmland; historic, archeological and cultural features listed (or eligible to be listed) on national, state or county registers or inventories; and aquifers and their recharge areas;

(c) the location of existing or planned utility easements (above and below ground) to include, but not limited to power/transmission, water, sewer, gas, phone, and cable;

(d) a topographical map showing original contours at intervals of not less than four feet and existing tree lines;

Section 3. Be it ordained by the Board of Commissioners of the Town of Huntersville that Section 6.310: Sketch Plan Not Required for Minor Subdivisions of the **Subdivision Ordinance** is hereby amended as follows:

6.310 SKETCH PLAN NOT REQUIRED FOR MINOR SUBDIVISIONS

A sketch plan shall not be required for **a Multi-building site or a Minor Subdivision, except for Section 6.300(1)(14) and Section 6.300(3), which are required for Farmhouse Cluster developments.**

Section 4. Be it ordained by the Board of Commissioners of the Town of Huntersville that Section 6.520: Exceptions, When Preliminary Plan Not Required of the **Subdivision Ordinance** is hereby amended as follows:

The required preliminary plan may be waived by the Planning Director or Designee for subdivisions defined as Minor Subdivisions or divisions of land qualifying for Expedited Subdivision Review in Section 2.100 of these regulations provided:

1. A plat of the tract being subdivided, accompanied by two (2) applications signed by the owner or his duly authorized agent has been filed with the Planning Director or Designee, and the required fee submitted; and
2. The subdivider, has provided topographic information to determine flood elevations whenever the property proposed to be subdivided, or re-subdivided, is traversed by or adjacent to a known watercourse.

The required preliminary plan may also be waived by the Planning Director for those subdivisions, including Limited Subdivisions, which do not involve the dedication of a new street, ~~improvement to or right of way for an existing street,~~ or site designated for a future public facility.

However, a final plat must be prepared and recorded as provided in Section 6.600.

Section 5. That this ordinance shall become effective upon approval by the Town Board of Commissioners.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: Recommended approval on October 7, 2021

PUBLIC HEARING DATE: Held on January 3, 2022

PLANNING BOARD MEETING: Recommended approval on January 25, 2022

TOWN BOARD DECISION: Tentatively scheduled for February 21, 2022



Text Amendment Application

Date of Application 09/29/21

Fee

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

Type of Change

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

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

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Subdivision Article(s): _____ Section(s): 2.100, 6.300, 6.310,

see attached 6.520

Current Ordinance

Proposed Text

see attached

Reason for Proposed
Change

see 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 Town of Huntersville Planning Department

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

Signature Kayla M. Miley Date 09/29/21

Title Planner I Email Kmielelenz@huntersville.org

Address of Applicant 105 Gilead Rd, 3rd Floor, 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: _____

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Brian Richards

Date: February 21, 2022

Subject: Petition #R20-04 - Statesville Road Mixed-use Rezoning

EXPLAIN REQUEST:

Request by Palillo Holdings, LLC to revise the phasing to committed road improvements for Stateville Road Mixed Use Rezoning R20-04.

ACTION RECOMMENDED:

Consider decision on request by Palillo Holdings, LLC for Statesville Road Mixed Use Rezoning #R20-04 regarding phasing of TIA improvements.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. R20-04 TIA Modification February 2022 Memo
2. Statesville Road Mixed Use TIA Revision 2-21-22



To: Town Board Members
From: Brian Richards, Assistant Planning Director
Date: February 14, 2022
Subject: ***R20-04 Statesville Rd Mixed Use TIA Revision***

The applicant, Palillo Holdings LLC is requesting to add a phase or subphase (going from 2 phases to 3 phases) for the TIA improvements approved as part of R20-04 Statesville Rd Mixed Use.

Engineering and Planning staff have reviewed the TIA Revision submittal and determined that it is consistent with the requirements of Article 14 of the Zoning Ordinance (it is mitigating what must be mitigated for each cumulative phase).

Revision of Phasing to Committed Road Improvements

Phase 1 - (300 apartments)

Hambright Road at Site Access A

- Construct an eastbound right-turn lane on Hambright Road with 100 feet of storage
- Construct a median on Hambright Road restricting the Site Access A to right-in/out only
- Provide 100 feet of protected stem on Site Access A

Statesville Road (US21) at Hambright Road

- Construct an eastbound right-turn lane on Hambright Road with 225 feet of storage
- Modify the traffic signal as needed

Statesville Road (US21) at Access C

- Construct a southbound right-turn lane on Statesville Road with 100 feet of storage
- Construct a northbound left-turn lane on Statesville Road with 150 feet of storage
- Construct a concrete median on Statesville Road restricting Access C to right-in/out/left-in only
- Provide 100 feet of protected stem on Site Access C

Phase 2 (Phase 1 plus a 120 room hotel, 52,445 square feet of office/flex space, 4,500 square feet of fast food space or 95,000 square feet of office/race shop)

Statesville Road (US21) at Hambright Road

- Construct a westbound right-turn lane on Hambright Road with 100 feet of storage

Statesville Road at Hunstad Boulevard/Access D

- Construct an eastbound Access D approach to have one separate left turn lane and one shared through/right-turn lane
- Provide 100 feet of protected stem on Site Access D
- Restripe the westbound Hunstad Boulevard approach to include an exclusive left-turn lane and a shared through/right-turn lane
- Construct a northbound left-turn lane on Statesville Road with 200 feet of storage
- Construct a southbound right-turn lane on Statesville Road with 100 feet of storage
- Extend the existing southbound left-turn lane on Statesville Road to 350 feet of storage
- Install a traffic signal

Phase 3 (Phase 2 plus 5,500 square feet of convenience station with gas pumps)

Statesville Road (US21) at Hambright Road

- Construct an additional (second) northbound through lane on Statesville Road extending back to Alexandriana Road. This through lane would begin as a free-flow right from westbound Alexandriana Road onto Statesville Road and then continue through Hambright Road. The through lane would end at least 750 feet north of Hambright Road before tapering as a lane drop with appropriate taper.
- Modify the traffic signal as needed

Statesville Road (US21) at Hunstad Boulevard/Access D

- Construct an additional northbound (second) through lane on Statesville Road. (refer to details on the through lane as listed at the Statesville Road at Hambright Road intersection)
- Modify the traffic signal as needed

Hambright Road at Mt Holly Huntersville Road

- Construct a northbound right-turn lane on Mt Holly Huntersville Road with 100 feet of storage
- Modify the traffic signal as needed

Statesville Road (US21) at Alexandriana Road

- Construct an eastbound right-turn lane on Alexandriana Road with 175 feet of storage or the maximum amount without widening the bridge over I-77
- Modify the westbound Alexandriana Road right turn lane to be free flowing
- Modify the traffic signal as needed

Statesville Road at Access B

- Construct a southbound right-turn lane on Statesville Road with 100 feet of storage
- Construct a median on Statesville Road restricting Access B to right-in/out only. The existing driveway on the east side of Statesville Road is to remain as full movement.
- Provide 100 feet of protected stem on Site Access B

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Brian Richards

Date: February 21, 2022

Subject: Consider adopting a resolution to waive rights for City of Concord to annex lands owned by Larry Stinson and Myra Stinson.

EXPLAIN REQUEST:

The Town received a notice from the City of Concord of their intent to annex lands owned by Larry Stinson and Myra Stinson. The Town's annexation agreement with the City of Concord requires the Town Board to waive its right to annex properties within the Town's area of consideration after receiving notice of annexation by another municipality.

ACTION RECOMMENDED:

Approval.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. scan
2. R-2022-07 Resolution to Waive Its Rights to Annexation

January 26, 2022

Ms. Melinda Bales, Mayor
Town of Huntersville
101 Huntersville-Concord Rd
Huntersville, NC 28078

Dear Mayor Bales,

The City of Concord is hereby providing notification that an annexation petition for property, described below and located within Huntersville's adopted area of annexation, has been submitted for Concord City Council consideration. In accordance with the annexation agreement between Concord and Huntersville, Sections 5-A and 5-E attached here in, the City of Concord is informing you of the submitted petition and requesting a response. Section 5-B provides that either jurisdiction, *"after notification from the other municipality as described in paragraph 5.a) above, may waive, in its sole and absolute discretion, its rights to annex said property. Such waiver must be made by the party's governing body."* Should Huntersville desire to waive the right to annex the subject property, section 5-D further explains that: *"Any waiver authorized by paragraph 5.b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver."*

In accordance with the adopted agreement, the annexation date may be set no less than 60 days from the date of this notice. Therefore, the City of Concord could consider the annexation petition, if Huntersville waives the right to annex, at their April 10th meeting. However, should Huntersville choose to waive the right to annex, it *"shall be effective on such date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Concord, whichever date is later."* After review and consideration of the request, Huntersville may submit a written response to: Mayor William C. Dusch, 35 Cabarrus Ave. W., Concord, NC 28025.

The City of Concord City Council at this time has not reviewed the proposed annexation request and therefore, has provided no indication as to whether they would support the petitioner's request for annexation. If a waiver is granted by Huntersville to permit annexation of the subject property into Concord, there is no guarantee that Concord City Council will approve the request.

The following is a detailed description of the overall request:

CaseANX-14-21 (A)

John Coley has submitted an Annexation Petition for +/- 0.507 acres of property addressed as a portion of 10435 Poplar Tent Rd (p/o PIN 4671-73-1211). The subject property is in addition to a larger annexation request for +/- 2.387 acres located within Cabarrus County and addressed as 10515 and 10435 Poplar Tent Rd. The petitioner's purpose for requesting annexation is to allow for the expansion of Skybrook Corner's townhome development to the north. The proposal would allow for a maximum of 14 new townhomes units on the property totaling 2.894 acres.

A map and survey of the subject property have been included with this letter in order to delineate the site under consideration. Additionally, a draft site plan is attached to illustrate the overall proposal for both the Mecklenburg and Cabarrus County property.

Should you have any further questions, please do not hesitate to contact me. We look forward to your response either waiving the right to annex or declining to waive the right to annex.

Sincerely,



Starla Rogers
Planning & Development Manger
rogerss@concordnc.gov
704.920.5146.

Attachments: Exhibit A (GIS Map), Exhibit B (GIS Aerial Map), Exhibit C (Property Survey), Exhibit D (Huntersville-Concord Annexation Agreement).

ANX-14-21

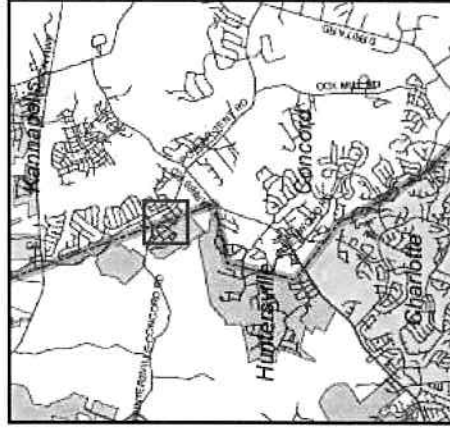
Annexation Application

Stinson Property

Skybrook Corners
Expansion

10515 & 10435 Poplar Tent Rd

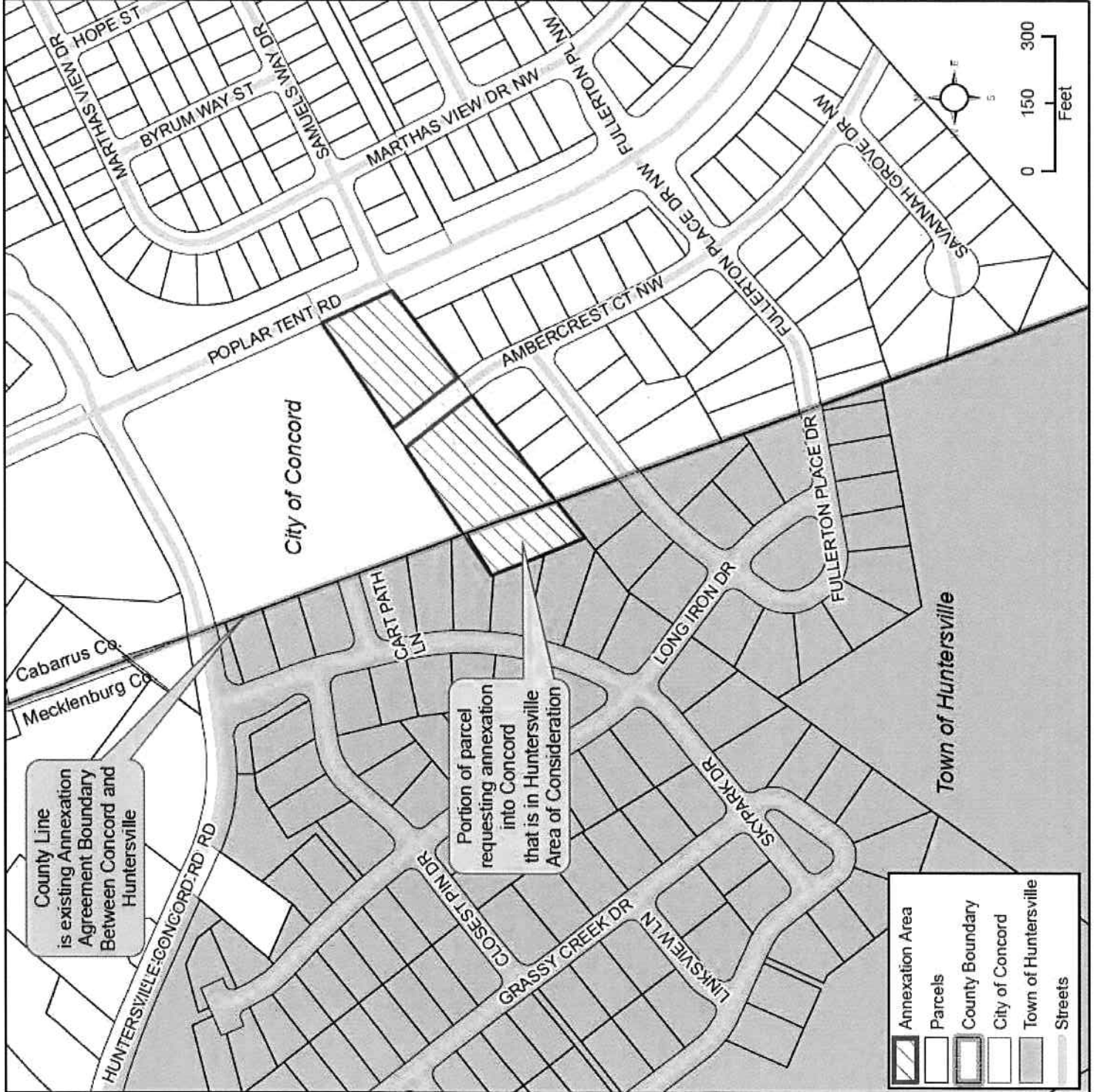
PIN: 4671-73-1211 p/o



Source: City of Concord
Planning Department

Disclaimer

These maps and products are designed for general reference only and data contained herein is subject to change. The City of Concord, its employees or agents make no warranty of merchantability or fitness for any purpose, expressed or implied, and assume no legal responsibility for the information contained therein. Data used is from multiple sources with various scales and accuracy. Additional research such as field surveys may be necessary to determine actual conditions.



ANX-14-21

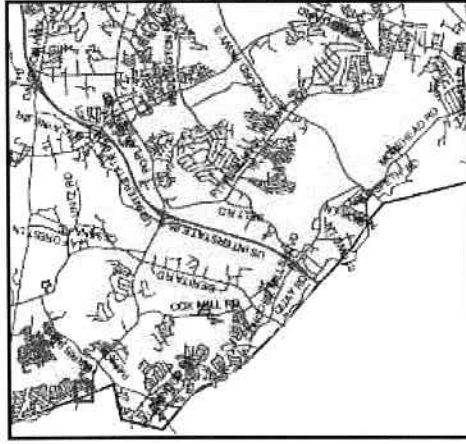
Annexation Application

Stinson Property

Skybrook Corners
Expansion

10515 & 10435 Poplar Tent Rd

PIN: 4671-73-1211 p/o



Source: City of Concord
Planning Department

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NORTH CAROLINA
CABARRUS and MECKLENBURG COUNTIES

ANNEXATION AGREEMENT

WHEREAS, the City of Concord, (hereinafter "Concord") and the Town of Huntersville (hereinafter "Huntersville"), being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to Concord and Huntersville and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter "Act") authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for twenty (20) years after its effective date.
3.
 - a) No portion of Concord's "Area of Consideration" as adopted is subject to annexation by Huntersville, except as described below.
 - b) No portion of Huntersville's "Area of Consideration" as adopted is subject to annexation by Concord, except as described below.
4. The effective date of this Agreement is February 20, 2006.
5.
 - a) At least sixty (60) days before the adoption of any annexation ordinance by a party wherein the affected property lies within the area of consideration of the other party, the party which is considering annexation shall give written notice to the other affected party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to the boundaries of the area that the annexing party has agreed not to annex pursuant to this Agreement, roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.
 - b) Either municipality which has property within their area of consideration which is proposed for annexation by the other municipality, after notification from the other municipality as described in paragraph 5.a) above, may waive, in its sole and absolute discretion, its rights to annex said property. Such waiver must be made by the party's governing body.

c) If either municipality does not waive its right to annex property within its Area of Consideration, the other municipality shall not annex such property.

d) Any waiver authorized by paragraph 5.b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

e) So long as Concord does not take any action by ordinance or resolution to annex any property within Huntersville's Area of Consideration, Huntersville waives the notice requirements of paragraph 5.a). Under no circumstances may this paragraph be construed to relieve Concord of the obligation to give notice of any proposed annexation of any portion of Mecklenburg County within Huntersville's Area of Consideration. Huntersville may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Concord, whichever date is later.

f) So long as Huntersville does not take any action by ordinance or resolution to annex any property within Concord's Area of Consideration, Concord waives the notice requirements of paragraph 5.a). Under no circumstances may this paragraph be construed to relieve Huntersville of the obligation to give notice of any proposed annexation of any portion of Cabarrus County within Concord's Area of Consideration. Concord may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Huntersville, whichever date is later.

6. The common dividing line ("Dividing Line") between Concord's Area of Consideration and Huntersville's Area of Consideration shall be more particularly described as follows:

BEGINNING at a point marking the intersection of the common Cabarrus County and Mecklenburg County line at its point of intersection with Eastfield Road (now or formerly referred to in Cabarrus County as Allen Harris Road), and from said beginning point running in a generally northerly direction with the said common Cabarrus-Mecklenburg County line, intersecting with and crossing Huntersville-Concord Road, Poplar Tent Church Road, Davidson-Concord Road (Highway 73) and Stanley McElrath Road to the point of intersection with the City Limits Line of the Town of Davidson.

7. For purposes of this Agreement (and without regard to other annexation agreements either party may have with other municipalities), the Concord Area of Consideration shall be that area lying generally east and south of the Dividing Line, and Huntersville's Area of Consideration shall be that area lying generally west and north of the Dividing Line.

8. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

9. This Agreement shall not take effect until and unless it is duly approved and executed by all parties.

10. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

11. Any party which shall believe that a violation of the Act or this Agreement has occurred shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

12. If Concord or Huntersville lawfully extend water or sewer facilities into the other party's Area of Consideration within the right-of-way of any public street which subsequently is annexed by and becomes a public street of that other party, the party that extended the utility will be permitted to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Concord or Huntersville's Area of Consideration by the other party.

13. The provisions of this Agreement applicable to Concord and Huntersville may only be amended or terminated upon the written agreement of Concord and Huntersville, approved by the ordinance of their governing boards and executed by the Mayors of Concord and Huntersville and spread upon their respective minutes. Except that either municipality may unilaterally terminate this Agreement by repealing the ordinance approving this Agreement and giving the other municipality five (5) years notice of such repeal to the other, and at the end of such five (5) years this Agreement shall terminate.



CITY OF CONCORD, a North Carolina
Municipal Corporation

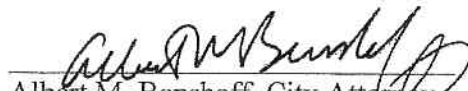
By: 
J. Scott Padgett, Mayor

(Corporate Seal)

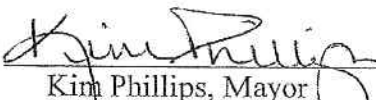
ATTEST:


Jill B. Chunn, Interim City Clerk

APPROVED AS TO FORM:


Albert M. Benshoff, City Attorney

CITY OF HUNTERSVILLE, a North Carolina
Municipal Corporation

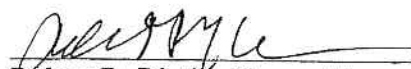
By: 
Kim Phillips, Mayor

(Corporate Seal)

ATTEST:


Janet Pierson, Town Clerk

APPROVED AS TO FORM:


Robert B. Blythe, Town Attorney



**RESOLUTION OF THE TOWN OF HUNTERSVILLE
WAIVING ITS RIGHTS TO ANNEXATION**

WHEREAS, the City of Concord, North Carolina, and the Town of Huntersville, North Carolina entered into an annexation agreement dated February 20, 2006 (the "Agreement"); and

WHEREAS, the Agreement allows each party to consider voluntary annexations within the other party's "area of consideration;" and

WHEREAS, Section 5(b) of the Agreement allows the governing board of either municipality to waive their right to annex property within their "area of consideration" after notice of annexation by the other party; and

WHEREAS, on January 26, 2022, the City of Concord provided notice to the Town of Huntersville of their intent to annex lands owned by Larry Stinson and Myra Stinson, and identified as a portion of 10435 Poplar Tent Road (the "Property"), as further described in the attached Exhibit A;

WHEREAS, the Town Board now wishes to waive their right to annex the Property, as provided in the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

1. The Board hereby waives its right to annex the Property as described hereto in Exhibit A.
2. This Resolution shall be effective as of the date of its adoption.

Adopted this 21st day of February, 2022.

ATTEST:

Janet Pierson, Town Clerk

Melinda Bales, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A

Property Description:

0.507 acres in Mecklenburg County

All that certain parcel of land, situated, lying and being in the Mecklenburg County, State of North Carolina, and more particularly described as follows:

Commencing at a found rebar, being further described as the South-Eastern corner of a tract of land owned Now or Formerly by Skybrook LLC, as recorded in Deed Book 7075, page 32 of the Cabarrus County Register of Deeds, also being located S55-58-03W 30.31' distant of the centerline of Poplar Tent Road (SR #2424), thence N55-58-03E 30.31' to a point at the centerline of Poplar Tent Road (SR #2424), thence with the centerline of Poplar Tent Road S24-44-33E 170.15' to a point, thence leaving the centerline of Poplar Tent Road S52-20-48W 274.60' (passing through a found angle iron at station 0+31.75) to a found rebar, the southeast corner of Ambercrest Court NW, the Larry E. Stinson and Myra A. Stinson property previously annexed into the City of Concord , Thence S52-20-48W 50.00' to a rebar found; Thence with the southern line of the the Larry E. Stinson and Myra A. Stinson property S52-20-48W 297.02' to a point on the Cabarrus County Mecklenburg County line, the POINT OF BEGINNING;

Thence, from the POINT OF BEGINNING, with the southern line of the Larry E. Stinson and Myra A. Stinson property S52-20-48W 101.69' to rebar found, the southwest corner of the Larry E. Stinson and Myra A. Stinson property ; Thence with the western line of the Larry E. Stinson and Myra A. Stinson property N22-46-54W 217.78' to a bolt found, the northwestern corner of the Larry E. Stinson and Myra A. Stinson property; Thence with the northern line of the Larry E. Stinson and Myra A. Stinson property N55-58-03E 109.86' to a point on the Cabarrus County Mecklenburg County line; Thence with the Cabarrus County AND Mecklenburg County line S20-14-27E 213.32' to a point on the Cabarrus County Mecklenburg County on the southern line of the Larry E. Stinson and Myra A. Stinson property, to the Place and Point of Beginning.

Containing 0.507 acres in Mecklenburg County

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Michael Jaycocks

Date: February 21, 2022

Subject: Two Pole Building at Seagle Street

EXPLAIN REQUEST:

This project includes two pole buildings that will be built at the Seagle Complex. One building will serve the Police Department's needs for storage and workspace and the other building will serve the Parks & Recreation Department's storage needs and workspace. The Police Building will be a five-bay building (2,520 sq ft.) with two bays being enclosed. The Parks & Recreation Building will be a six-bay building (3,024 sq. ft.) with three bays being enclosed.

ACTION RECOMMENDED:

Approve resolution and construction contract with DanForth Construction Group, LLC.

FINANCIAL IMPLICATIONS:

\$438,490 will come from the funds approved in the FY22 Budget.

ATTACHMENTS:

1. Dan Forth Construction Contract for Seagle Two Pole Building Project
2. DanForthConstructionBid- 1.26.22
3. Huntersville Pole Building Plans 1.5.22
4. R-2022-08 Resolution awarding the contract-Two Pole Building Project

Standard Form Contract



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

CONSTRUCTION CONTRACT

CONTRACTOR: DanForth Construction Group, LLC
20223 N. Davidson Street
Charlotte, NC 28205
B. G. Heilman, Jr.
gibb@danfortheg.com

PROJECT: Two Pole Building at Seagle Street Project

PROJECT ADDRESS: 412 & 424 Seagle Street
Huntersville, NC 28078

This Construction Contract, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20__ 22 by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and, _____ DanForth Construction Group, LLC. (the "Contractor") having an address of _____ 2023 N. Davidson Street, Charlotte, NC 28205.

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 agree as follows:

1. Scope of Services. The Contractor agrees to provide the professional construction services needed to complete the Project in accordance with the Project Drawings and Specifications and the Contract Documents for the price stated in the Contractors Proposal Form, plus or minus the substitutions listed on the Substitution Listing which are accepted by the Town.
2. Contract Documents. The Contract Documents consist of, in addition to this Contract, the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings, and the General Conditions of the Construction Contract, all of the foregoing being incorporated herein by reference as if fully set forth herein, and all parties agree to be bound thereby.
3. Time for Performance of the Work. The Work shall be completed within two-hundred and forty (240) days of receipt of the Notice to Proceed from the Town.
4. Payment for Services. For the performance of the Work Contractor shall be paid the lump sum of **Four hundred and thirty eight thousand and four hundred ninety dollars** Dollars (**\$438,490**) in accordance with the terms and conditions provided in the General Conditions of the Construction Contract.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures this ____ day of _____, 20____.

CONTRACTOR

TOWN OF HUNTERSVILLE

BY: _____
Print Name:
Print Title:

BY: _____
Print Name:
Print Title:

This instrument has been pre-audited in that manner required by the North Carolina Budget and Fiscal Control Act.

Pattie McGinnis, Finance Director

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1. DEFINITIONS

Owner: "Owner" shall mean, The State of North Carolina through (name of agency)

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The designer(s) are those referred to within the Contract documents, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the Project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

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

The Contractor agrees to complete the construction of the Project in accordance with the Contract Documents & Project Manual. Such construction of the Project shall constitute the "Work." The Contractor agrees to provide all of the personnel, contract personnel, subcontractors, financial resources, materials, supplies, and equipment necessary to complete the Work in a timely and professional manner in accordance with the standards of the profession for similar work in the Mecklenburg County area at the time of the performance of the Work.

3. Contract Documents. The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings, the Town's Standard Form Contract, and the General Conditions of the Construction Contract. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be the Construction Contract, the Bid Proposal Form, the Substitution Listing (only those items accepted by the Town), Addenda, the Contract Drawings, the Instructions to Bidders, the General Conditions of the Contract, the Invitation to Bid, and the Non-collusion Affidavit.

4. Licensure Required. 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.

5. Coordination With Others. The Contractor agrees to coordinate its Work with the work of any other unaffiliated contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.

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 A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.

7. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor will have 240 consecutive calendar days to complete the Work from the date of Contractor's receipt of the Notice to Proceed.

8. Payment for Services. In consideration of the above services, the Town will pay the Contractor, in accordance with the Contractor's, plus reimbursable expenses at the Contractor's actual cost (without markup). Contractor will submit monthly Requests for Payment for Work performed to the Project Engineer who will forward them to the Project Architect 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 Project Architect 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 from the Architect and shall pay all undisputed amounts therein.

a. The designer with the approval of the Owner may withhold payment for the following reasons:

- (1) Faulty work not corrected.
- (2) The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- (3) To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- (4) The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
- (5) Claims filed against the Contractor or evidence that a claim will be filed.
- (6) Evidence that subcontractors have not been paid.
- (7) When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Contractor without cause will make owner liable for payment of interest to the Contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

b. Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

9. Acceptance. Execution of the Contract constitutes an agreement to the terms contained within 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 performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance with the Contract Documents that may appear in Contractor's proposal, acknowledgment, Requests for Payment, 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.
10. 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.
11. 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 his 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.
- a. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
 - b. Upon notice, the Contractor shall furnish evidence as to quality of materials.

- c. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
 - d. The designer is the judge of equality for proposed substitution of products, materials or equipment.
 - e. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.
 - f. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
 - g. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the Project, and exercise the appropriate quality control program to ensure compliance with the Project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.
12. 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.
13. Codes, Permits And Inspections. The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.
- All fire alarm work shall be in accordance with the latest State Construction Office (SCO) Guidelines for Fire Alarm Installation (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO Guidelines for Fire Alarm Installation.
14. 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. Contractor shall have access to the Project at all times.
- a. The Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
 - b. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
 - c. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
 - d. The Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations,

elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

- e. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- f. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the Contractor on account of such action shall be determined as provided for under Article 13(b).

Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

- 15. 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.
- 16. Entire Agreement. The Contract Documents 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.
- 17. Changes, Additions, Deletions. No changes, additions, deletions or modifications (other than substitutions accepted by the Town at the time the contract is awarded) of the scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted unless the same are incorporated into a written Change Order, signed by the Town and the Contractor. However, the Contractor will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the Town or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Contractor will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
- 18. Change Orders. Change orders shall be submitted by the Contractor in writing to the owner/designer for review and approval. The Contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within five (5) days after receipt of the Contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the Contractor for his signature or otherwise respond, in writing, to the Contractor's proposal. Within five (5) days after receipt of the change order executed by the Contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within five (5) days of receipt.
 - a. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the Project as a result of the change in the work.
 - b. If, during the progress of the work, the owner requests a change order and the Contractor's terms are unacceptable, the owner, may require the Contractor to perform such work on a time and material basis whereupon the Contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.
- 19. Relationship of the Parties. The Contractor is an independent Contractor and not an affiliate 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.
- 20. Sales Taxes. Any applicable sales taxes shall be invoiced as a separate item.

21. Substitutions. Substitutions proposed by the Contractor on the Substitution Listing Form, submitted with the Contractor's Bid Proposal, which are accepted by the Town shall be considered a modification to the Contract Documents. No other substitutions shall be made by the Contractor unless the same is put into a Change Order, signed by the Owner and Contractor.
22. Indemnification. To the greatest extent allowed by the 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"), but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. 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 the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.
23. Anti-Discrimination. During the performance of the Contract, the Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
24. Insurance. The Contractor shall provide the insurance coverages shown on Exhibit A, 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.
25. Ethics in Public Contracting. By submitting their prices and acceptance of this Contract, the Contractor certifies that their proposal was 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 proposal, 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.
26. Applicable Laws and Courts. This Contract 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.
27. 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.
28. Assignment. The Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
29. 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.
30. 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, certified by the Architect, and approved by the Town.
31. Warranties. The Contractor warrants it shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Work outlined in this Contract and any attached specifications. The Contractor warrants that any finished Work completed hereunder shall also adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. The Contractor warrants that all Work will be performed in accordance with this Contract and the standard of care ordinarily used by members of the Contractor's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. The Contractor makes no additional warranties, express or implied, in connection with the Work. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
32. Default. In the event of a breach by the Contractor, 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, construction services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured within a ten (10) day notice period. In the event this Contract is terminated by the Town for the default of the Contractor, the Town shall be entitled to keep and use Work, including materials and supplies on site provided by the Contractor in finishing the construction of the Project.

33. 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 ten (10) day notice in writing from the Town to the Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. 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.
34. Assignment. Contractor may not assign, pledge, or in any manner encumber the Contractor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent. Hiring a subcontractor to perform any portion of the Work shall be at the Contractor's discretion; however Contractor shall remain liable and responsible to the Town for all such Work completed by subcontractors.
35. No Third Party Beneficiaries. There shall be no intended nor incidental third party beneficiaries of this Contract. The 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.
36. Valid Contract. In order for this Contract to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be preaudited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
37. Verification of Work Authorization. The 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.
38. 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.
39. Severability. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
40. Dispute Resolution. As a precondition for filing a lawsuit related to a dispute under this Agreement, a party must comply with the Town of Huntersville Rules Implementing Mediated Settlement Conferences for Town of Huntersville Construction Projects, the "Dispute Resolution Procedure."
41. Companies that Boycott Israel List. With the execution hereof, Firm, 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.

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. The Town shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such 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 Firm 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 Firm 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 Firm 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: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$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.

c. Deductible

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

d. Other Insurance

The Firm 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 Firm shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town

**SINGLE PRIME GENERAL CONSTRUCTION CONTRACT
BID PROPOSAL**

TOWN OF HUNTERSVILLE TWO POLE BUILDING AT SEAGLE STREET

ALTERING THE FACE OF THIS FORM IN ANY MANNER, OR PROVIDING INFORMATION
NOT SPECIFICALLY REQUESTED SHALL RENDER THIS BID PROPOSAL NON-RESPONSIVE
AND INELIGIBLE FOR CONSIDERATION BY THE TOWN

Date: 1/25/22

**TO: Town of Huntersville
North Carolina**

To Whom It May Concern:

The undersigned Bidder, having examined carefully the site, the Invitation to Bid, Instructions to Bidders, Construction Drawings, the form Construction Agreement, Supplementary Documents (if any) and subsequent Addenda (as acknowledged herein) for the construction of two pole buildings with associated plumbing, mechanical, electrical and site improvements. Work shall also include any associated demolition/clearing, grading, erosion control, installation of stormwater conveyance measures, installation of pavement associated site furnishings.. Bidder hereby proposes to furnish all labor, materials, equipment and services necessary to perform the Work required in the Construction Documents and terms of this Proposal for the amounts listed below.

Base Bid Total: \$438,490 (Lump Sum)

Bid Total: \$438,490 (Lump Sum)

The undersigned further agrees that this Bid Proposal shall be valid for a period of sixty (60) days from the date of receipt of the Bid Proposal and that if this Bid Proposal is accepted by the Town within this period, the Bidder will execute the Construction Agreement provided as part of the Contract Documents.

The undersigned further agrees to begin the work promptly upon receipt of the Notice to Proceed and to pursue the work with an adequate work force to complete the work within 240 calendar days from receipt of the Notice to Proceed. Liquidated Damages of \$500.00 per calendar day are hereby agreed upon as an assessment from the Contractor for failure to complete the work within the time period stated herein.

The undersigned Bidder further proposes and agrees to commence the work promptly upon notice, with an adequate force to satisfactorily complete the Project.

The undersigned acknowledges receipt of the following addenda which will be considered as part of the Contract Documents.

Addendum No. <u> 1 </u>	Dated <u> 10-13-21 </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>

CONTRACTOR: Danforth Construction Group, LLC
(Company)

Contractor ☐ is or ☒ is not a historically underutilized business, registered with the North Carolina Office of Historically Underutilized Businesses. (Must be completed by all Bidders.)

ADDRESS: 2023 N. Davidson St.
Charlotte, NC 28205

BY: B. G. Heilman, Jr. B. G. Heilman, Jr.
(Signature) (Typed Name)

TITLE: President

NC General Contractor's License No. 71865

NC State Sales and Use Tax Registration 600868121

☒ Non-collusion Affidavit has been completed and is attached to this Bid Proposal Form (Required)
(Note: Inclusion of the non-collusion affidavit is mandatory. A bid will be rejected as non-responsive if not included in the bid submission.)

Select One (One or the other must be chosen by the Bidder):

☐ Substitution Listing (if substitutions are being proposed) is attached to this Bid Proposal Form.
(Note: Failure to include the Substitution Listing with this Bid Proposal will render the substitutions ineligible for consideration by the Town.) OR

☒ Substitution Listing is not attached to this Bid Proposal Form (No substitutions are proposed.)

Standard Form Contract
NON-COLLUSION AFFIDAVIT

I, on behalf of the Bidder, being first duly sworn or as the Contractor, do hereby represent on behalf of the Bidder that the Bid Proposal submitted was made without collusion or fraud and that neither I, nor anyone else affiliated with the Bidder to my knowledge, have offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their Bid Proposal, and neither I, nor anyone else affiliated with the Bidder to my knowledge, have 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.

This the 26 day of January, 2022.

BIDDER: Danforth Construction Group, LLC

B. G. Heilman, Jr.

Print Name: B. G. Heilman, Jr.

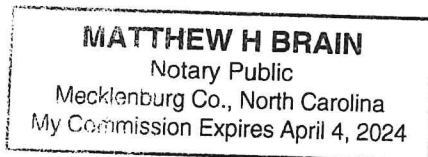
Print Title: President

State of NC
County of Mecklenburg

Sworn to or subscribed before me this the 26th day of January, 2022.

(Official Seal)

Matthew H. Brain
Notary Public
Print Name: April 4th 2024



Identification of HUB Certified/ Minority Business Participation

I, B. G. Heilma, Jr of Danforth Construction Group, LLC
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers, or providers of professional services. If none, leave blank.

[illegible]

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value contracted to Minority Businesses will be (\$) \$76,044.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Mecklenburg

Affidavit of Danforth Construction Group, LLC

(Name of Bidder)

I have made a good faith efforts to comply under the following areas checked.

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 --(10 pts)** Made the construction plans, specifications, and requirements available for review by prospective minority businesses or provided these documents to them at least 10 days before the bids are due.
- ☒ **3 – (15 pts)** Broke down or combined elements of work to be subcontracted into economically feasible units to facilitate minority participation.
- ☒ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended any prebid meetings scheduled by the Town.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Town. Substitution of contractors must be in accordance with N.C.G.S. § 143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 1/25/22 Name of Authorized Officer: B. Gibbs Heilman, Jr.

Signature: [Signature]

Title: President



State of NC, County of Mecklenburg
Subscribed and sworn to before me this 26th day of January 2022
Notary Public Matthew H. Brain
My commission expires April 4th 2024

MATTHEW H BRAIN
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires April 4, 2024

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses
County of Mecklenburg

If the portion of the work to be executed by HUB certified/minority businesses as defined in N.C.G.S 143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

Affidavit of Danforth Construction Group, LLC I do hereby certify that on the
(Name of Bidder)

Two Pole Buildings @ Seagle Street
(Project Name)

Project ID# _____ Amount of Bid \$ 438,490

I will expend a minimum of 17 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value
Monroy Erector, LLC 704-281-0627	H	Y	Metal Bldg Erection	13,500
Hemar Concrete 704-932-5581	H	Y	Concrete	62,544

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to N.C.G.S. § 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Town. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 2/2/22 Name of Authorized Officer: B. Gibbs Heilmann, J.

Signature: B. Gibbs Heilmann, J.

Title: President

KELLY A MORROW

Notary Public

Iredell Co., North Carolina

My Commission Expires May 3, 2023

State of North Carolina, County of Iredell

Subscribed and sworn to before me this 2nd day of February 2022

Notary Public Kelly Morrow

My commission expires May 3, 2023

FORM OF BID BOND

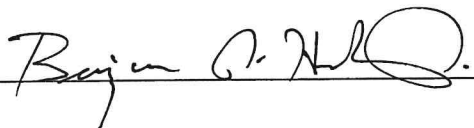
KNOW ALL MEN BY THESE PRESENTS THAT Danforth Construction
Group, LLC as
principal, and United Fire & Casualty Company, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of
North Carolina through Town of Huntersville Parks and Recreation Department as
obligee, in the penal sum of Five Percent of Amount Bid (5% of Bid) DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this 29th day of October 2021

WHEREAS, the said principal is herewith submitting proposal for Construction of Two Pole Buildings at
Seagle Street
and the principal desires to file this bid bond in lieu of making
the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days after
the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by
G.S. 143-129.1

Danforth Construction Group, LLC (SEAL)

 (SEAL)

____ (SEAL)

United Fire & Casualty Company (SEAL)

 (SEAL)

Tyler Turnbull, Attorney-in-Fact





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TYLER TURNBULL, BEVERLY B. IVEY, DELLA B. CASE, MATTHEW ROSE, SCOTT PELIN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 30th day of July, 2021 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of July, 2019

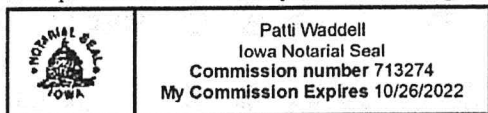


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 30th day of July, 2019, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 29th day of October, 2021.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BPOA0045 122017

PLANT LIST

TREES	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION
	22	American Holly	Ilex opaca	2.5" cal.	8'	B&B

1.1 PLANTING SOIL MIX

A. MIX TOPSOIL WITH THE FOLLOWING SOIL AMENDMENTS IN THE FOLLOWING QUANTITIES:

- WEIGHT OF LIME PER 1000 SQ. FT.
- RATIO OF LOOSE COMPOST TO TOPSOIL BY VOLUME: 1:4
- RATIO OF LOOSE WOOD DERIVATIVES TO TOPSOIL BY VOLUME:
- WEIGHT OF BONE MEAL PER 1000 SQ. FT.
- WEIGHT OF COMMERCIAL FERTILIZER PER 1000 SQ. FT.
- WEIGHT OF SLOW-RELEASE FERTILIZER PER 1000 SQ. FT.

SOIL TEST PROVIDED BY CONTRACTOR REQUIRED FOR TOPSOIL MIX.

TREE PLANTING NOTES:

- ALL TREES SHALL BE PLANTED PER TOWN OF HUNTERSVILLE STANDARDS AND DETAILS.
- ALL STRAPPING AND TOP 2/3 OF WIRE BASKET MUST BE CUT AWAY AND REMOVED FROM THE ROOT BALL PRIOR TO BACKFILLING PLANTING PIT.
- LARGE MATURING TREES MAY NOT BE PLANTED WHERE OVERHEAD DISTRIBUTION OR TRANSMISSION LINES EXIST. IF TREES CONFLICT WITH POWER LINES OR SIGNS, CALL THE URBAN FORESTER TO RESOLVE BEFORE PLANTING.
- ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES.
- NEW TREES SHALL BE A MINIMUM 2" CALIPER FOR STREET TREE REQUIREMENTS.
- SEE TREE PRESERVATION NOTES ON GRADING AND EROSION CONTROL SHEETS.
- ALL TREES ARE TO BE NURSERY GROWN, BALL AND BURLAP (B&B) PREFERRED. MINIMUM TREE SIZE IS 2" CALIPER (MEASURED 6" ABOVE ROOT BALL), 8' MINIMUM HEIGHT.
- STAKING IS OPTIONAL. RUBBER HOSE AND ROPE OR WIRE FOR STAKING IS NOT RECOMMENDED. NO WIRE OR ROPE IS TO BE IN DIRECT CONTACT WITH TRUNK. REMOVE ALL TRUNK WRAP, TREE STRAPS, AND STAKING WIRE OR ROPE AFTER ONE GROWING SEASON.
- GUY WIRES ARE NOT PERMITTED IN THE STREET RIGHT-OF-WAY.
- ALL TREES AND SHRUBS SHALL MEET THE NORMAL REQUIREMENTS FOR THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN (AAN).
- NEW AND EXISTING TREES ARE PERMITTED WITHIN SITE TRIANGLE, BUT MUST BE LIMED UP TO 6' HEIGHT CLEARANCE PER ADA REQUIREMENTS.
- SIMILAR CRITERIA FOR TREE PLACEMENT AND PRUNING UP SHOULD BE CONSIDERED AT DRIVEWAY/STREET INTERSECTIONS.
- CONTRACTOR TO MAINTAIN CLEAR LEVEL BETWEEN 30" AND 72" ABOVE STREET. AREA MUST BE TREE OF LIMBS AND FOLIAGE FOR SAFE CROSS VISIBILITY.

TREE PROTECTION NOTES:

- PROTECTIVE BARRICADES SHALL BE PLACED AROUND ALL PROTECTED TREES DESIGNATED TO BE SAVED IN DEVELOPMENT AREAS. PRIOR TO THE START OF DEVELOPMENT ACTIVITIES OR GRADING, PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL DEVELOPMENT ACTIVITIES ARE COMPLETE OR CONSTRUCTION IN ACCORDANCE WITH STANDARDS SET FORTH IN THIS SECTION COMMENCES. THE AREA WITHIN THE PROTECTIVE BARRICADE SHALL REMAIN FREE OF ALL BUILDING MATERIALS, DIRT OR OTHER CONSTRUCTION DEBRIS. CONSTRUCTION TRAFFIC, STORAGE OF VEHICLES AND MATERIALS, AND GRADING SHALL NOT TAKE PLACE WITHIN THE DRIPLINE OF THE EXISTING TREES TO BE PROTECTED. BARRICADES SHALL BE ERECTED AT A MINIMUM DISTANCE FROM THE BASE OF PROTECTED TREES ACCORDING TO THE FOLLOWING STANDARDS:
- FOR TREES 10' OR LESS DBH: PROTECTIVE BARRICADES SHALL BE PLACED A MINIMUM DISTANCE OF 5' FROM THE BASE OF EACH PROTECTED TREE, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
 - FOR TREES GREATER THAN 10' DBH: PROTECTIVE BARRICADES SHALL BE PLACED AT A MINIMUM DISTANCE EQUAL TO 10' FROM THE BASE OF THE PROTECTED TREE PLUS AN ADDITIONAL 1' FOR EACH ADDITIONAL 1" DBH GREATER THAN 10' DBH, OR OUTSIDE THE DRIPLINE, WHICHEVER IS GREATER.
 - CONSTRUCTION ACCESS TO A SITE SHOULD OCCUR WHERE AN EXISTING OR PROPOSED ENTRANCE/EXIT IS LOCATED.
 - EXCEPT FOR DRIVEWAY ACCESS POINTS, SIDEWALKS, CURB AND GUTTER, OR PAVING WITH CONCRETE OR OTHER IMPERVIOUS MATERIALS WITHIN A TREE DRIPLINE SHALL BE ALLOWED.
 - WHERE GRADING WITHIN A TREE DRIPLINE CANNOT BE AVOIDED.
 - LIMIT CUT AND FILL TO 1/4 TO 1/2 THE AREA WITHIN THE DRIPLINE.
 - AVOID CUT AND FILL AROUND ENTIRE CIRCUMFERENCE OF TRUNK.
 - WHERE GRADING LEAVES ROOTS EXPOSED, CUT ROOTS CLEAN.
 - AVOID FILLING WITHIN THE DRIPLINE OF A TREE WITHOUT SOME MECHANISM TO ALLOW AIR AND WATER TO REACH THE ROOTS.

SITE DATA

LOCATION:	416 AND 420 SEAGLE ST., HUNTERSVILLE, NC 28078 PIN # 01120127
OWNER:	TOWN OF HUNTERSVILLE PO BOX 664 HUNTERSVILLE, NC 28070
EXISTING ZONING:	SP
USE:	GOVERNMENT BUILDING AND ACCESSORY STORAGE YARDS
CONTACT:	HENSONFOLEY (JAY HENSON) 704-875-1615
BUILDING TYPE:	WORKPLACE
ITEM	PROVIDED
PARCEL AREA	9.076 AC
FRONT BUILD TO LINE	NA
MIN. SIDE SETBACK	NA
MIN. REAR SETBACK	NA
MAX. BUILDING HEIGHT	4 STORIES
FEMA MAP NUMBER	3710465100K
FEMA EFFECTIVE DATE	11/16/2018
WATERSHED	CLARKE
SOIL TYPE	CeB2 and MeD

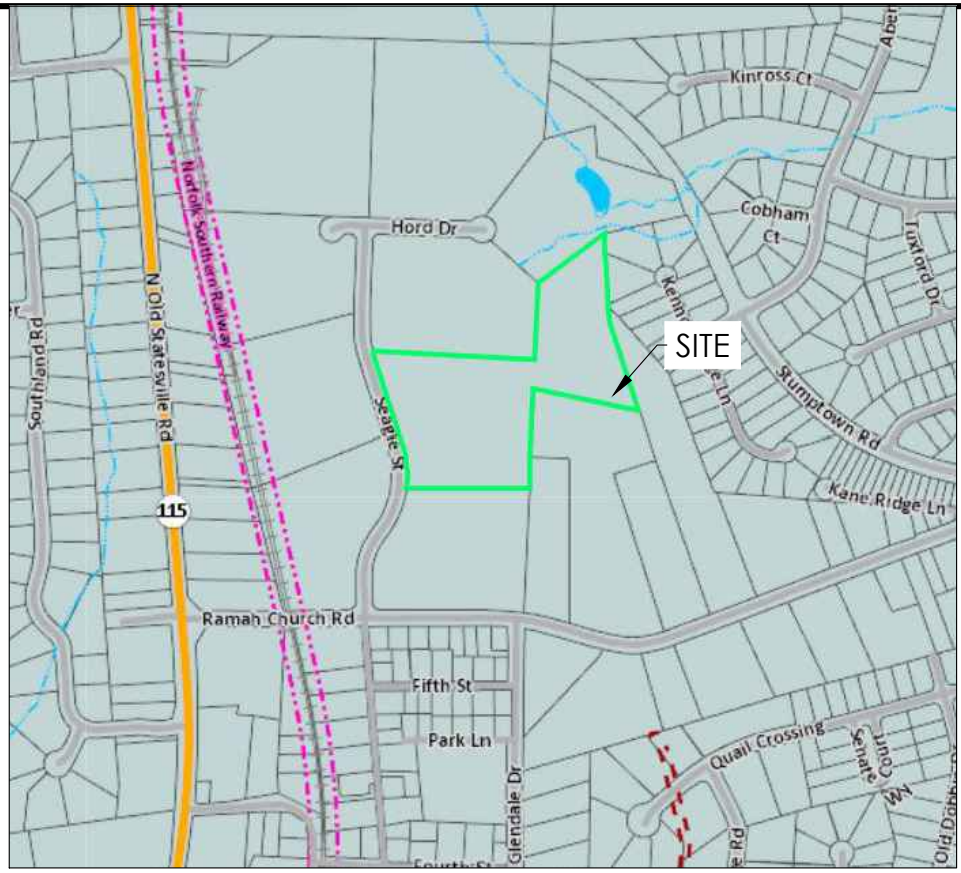
PARKING REQUIREMENTS

EXISTING PARKING SPACES	28 PARKING SPACES
EXISTING ADA PARKING SPACES	2 PARKING SPACES/1 VAN
REQUIRED ADA PARKING SPACES	2 PARKING SPACES/1 VAN
REQUIRED PARKING TO ADD	0 PARKING SPACES

NOTE: NO NEW PERMANENT PARKING PROPOSED. NO NEW PARKING REQUIRED FOR THIS PROJECT.

GENERAL PLANTING NOTES:

- THIS PLAN FOR PLANTING LOCATIONS ONLY. IF FOUND CONDITIONS VARY FROM THIS, CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO DO SO WILL RESULT IN CONTRACTOR'S LIABILITY TO REPLACE PLANT MATERIALS.
- CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE FOR EXISTING PLANT MATERIAL TO BE REMOVED AND/OR RELOCATED.
- CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE COST OF REPAIR TO ALL DAMAGED UTILITIES.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL PLANT MAINTENANCE, INCLUDING SHRUBS AND GROUND COVER, AND SHALL MAINTAIN AREA IN A WEED AND DEBRIS FREE CONDITION, THROUGHOUT GUARANTEE PERIOD.
- WHERE TREES ARE PLANTED IN ROWS, THEY SHALL BE UNIFORM IN SIZE AND SHAPE.
- SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE JUDGED. FAILURE TO MEET MINIMUM SIZE ON ANY PLANT WILL RESULT IN REJECTION OF THAT PLANT.
- PLANTING SIZE DETERMINATION:
SHADE TREES: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE TOP OF MATURE GROWTH. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "Y" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.
- SHRUBS: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE AVERAGE HEIGHT OF THE TOP OF THE PLANT. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH.
- ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED, FREE OF DISEASE, INSECT EGGS, AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS.
- ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION. ALL ROOT BOUND PLANTS SHALL BE REJECTED.
- GROUPS OF SHRUBS SHALL BE PLACED IN A CONTINUOUS MULCH BED WITH SMOOTH CONTINUOUS LINES. ALL MULCHED BED EDGES SHALL BE CURVILINEAR IN SHAPE FOLLOWING THE CONTOUR OF THE PLANT MASS. TREES LOCATED WITHIN FOUR FEET OF SHRUB BEDS SHALL SHARE SAME MULCH BED.
- CONTRACTOR TO SLIGHTLY ADJUST PLANT LOCATIONS IN THE FIELD AS NECESSARY TO BE CLEAR OF DRAINAGE SWALES AND UTILITIES. FINISHED PLANTING BEDS SHALL BE GRADED SO AS TO NOT IMPEDE DRAINAGE AWAY FROM BUILDINGS. IF SIGNIFICANT RELOCATIONS ARE REQUIRED, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH RELOCATIONS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
- ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN. IF CONFLICTS ARISE BETWEEN ACTUAL SIZE OF AREA AND PLANS, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
- ALL SUBSTITUTIONS OF PLANT MATERIAL ARE TO BE REQUESTED IN WRITING BY THE OWNER PRIOR TO INSTALLATION. FAILURE TO OBTAIN SUBSTITUTION APPROVAL IN WRITING MAY RESULT IN LIABILITY TO THE CONTRACTOR.
- ALL CONTRACTORS SHALL BE REQUIRED TO COMPLETELY REMOVE ALL TRASH, DEBRIS AND EXCESS MATERIALS FROM THE WORK AREA AND THE PROPERTY (ESPECIALLY AT ALL CURBS, GUTTERS AND SIDEWALKS) DAILY DURING INSTALLATION.
- CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE IMPROVEMENTS, INCLUDING SEEDING. CONTRACTOR MUST CONTACT THE OWNER AT LEAST 10 WORKING DAYS IN ADVANCE TO SCHEDULE ACCEPTANCE INSPECTIONS. CONTRACTOR MUST REPLACE ALL DEAD OR UNACCEPTABLE PLANTS DURING THE FOLLOWING RECOMMENDED PLANTING SEASON.
- ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES WHERE POSSIBLE. CONTACT OWNER'S REPRESENTATIVE FOR A COORDINATED SOLUTION FOR ANY UTILITY CONFLICTS. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES.
- REFER TO PLANTING DETAILS FOR ADDITIONAL PLANTING INFORMATION.
- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES.
- LANDSCAPE AREAS TO BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM.



VICINITY MAP
SCALE: N.T.S.



GENERAL NOTES:

- NO ELECTRICAL METERS, GAS METERS, BACKFLOWS REQUIRED.
- ALL COORDINATE DATA IS REFERENCED TO A NORTH/SOUTH, EAST/WEST GRID.
- SURVEYOR SHALL REPORT ANY ENCROACHMENTS OR DISCREPANCIES GENERATED BY THIS LAYOUT PLAN IMMEDIATELY TO HENSON FOLEY FOR DECISION.
- SURVEYOR SHALL CONTACT HENSON FOLEY IMMEDIATELY UPON COMPLETION OF FIELD STAKING, PRIOR TO CONSTRUCTION.
- SEE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND ACCESS POINT LOCATIONS.
- ROADWAY AND PARKING DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- SEE ARCHITECTURAL PLANS TO COORDINATE AND VERIFY DETAILED LAYOUT ADJACENT TO BUILDING.
- ALL BUILDING AND MONUMENT SIGNS WILL BE PERMITTED SEPARATELY.
- WATER AND SEWER WILL BE SERVED BY PUBLIC UTILITIES VIA CHARLOTTE WATER.
- NO LIGHTING PROPOSED.

TREE PRESERVATION

- TREE SAVE WILL BE ADDRESSED DURING CONSTRUCTION AS PART OF AN STAP. TREE SURVEY WILL BE PROVIDED AND REVIEWED FOR REAR PORTION OF THE PROPERTY PRIOR TO CO OF NEW BUILDING. A TREE SURVEY WILL LOCATE REMAINING SPECIMEN TREES ON THE SITE. WE SHALL CALCULATE THE SPECIMEN TREES PER ACRE OF REMAINING TREE AREA. APPLY TO THE REST OF THE PROPERTY AND COME UP WITH TOTAL SPECIMENS ON SITE. THEN WE SHALL CALCULATE HOW MANY REMAIN. 30% SPECIMEN TREE SAVE WILL BE REQUIRED.

RECORD PLAT NOTES

- A RECORD PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. TO SUBDIVIDE PROPERTY, DEDICATE STREET ROW, ESTABLISH TREE SAVE, ACCESS EASEMENTS, WATER QUALITY STRUCTURE, ETC.
- AN AS-BUILT SURVEY OF THE PROJECT WILL BE REQUIRED FOR THE PROJECT UPON COMPLETION OF CONSTRUCTION (BY CONTRACTOR). SURVEY TO INCLUDE ALL WATER QUALITY ITEMS TYPICALLY REQUIRED FOR WATER QUALITY CERTIFICATION.

STORMWATER MANAGEMENT

SEE GRADING AND DRAINAGE PLAN.

IMPERVIOUS SUMMARY (TOTAL SITE)

ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF TOTAL SITE
TOTAL AREA	395,350 SF	9.08 AC	N/A
EXISTING IMPERVIOUS (BUA)	141,656 SF	3.25 AC	35.83%
NEW IMPERVIOUS (BUA) SINCE LAST APPROVED PLANS	34,000 SF	0.78 AC	8.60%
TOTAL BUA	175,656 SF	4.03 AC	44.43%
TOTAL PERVIOUS	219,694 SF	5.04 AC	55.57%

NOTE:

- EXISTING IMPERVIOUS WAS INSTALLED AROUND 2004-2005 AND DRAINS TO THE EXISTING BMP ON WEST SIDE OF SITE.
- NEW IMPERVIOUS WAS INSTALLED AROUND 2019 ON THE EASTERN PORTION OF THE SITE. THIS AREA DOES NOT DRAIN TO THE EXISTING WEST BMP. THIS AREA IS PREVIOUSLY UNPERMITTED AND IS CONSIDERED NEW PER THESE PLANS.

INSTALLATION GUARANTEE REQUIRED

- A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED PRIOR TO THE INSTALLATION OF TREES AND SHRUBS. EXCLUDING YARD TREES, DURING THE NON-PLANTING SEASON IF A CASH BOND, SURETY BOND OR LETTER OF CREDIT IS ISSUED FOR 120% OF THE COST OF MATERIALS AND INSTALLATION. PLANTING SHALL BE COMPLETED DURING THE NEXT PLANTING SEASON.
- THE PLANTING SEASON SHALL RUN FROM OCTOBER 15 TO MARCH 15, EXCEPT FOR EXTREME WEATHER CONDITIONS AS DETERMINED BY STAFF. A FINAL CERTIFICATE OF OCCUPANCY SHALL NOT BE GIVEN DURING THE PLANTING SEASON UNLESS ALL OF THE LANDSCAPING IS COMPLETELY INSTALLED ACCORDING TO THIS ARTICLE.

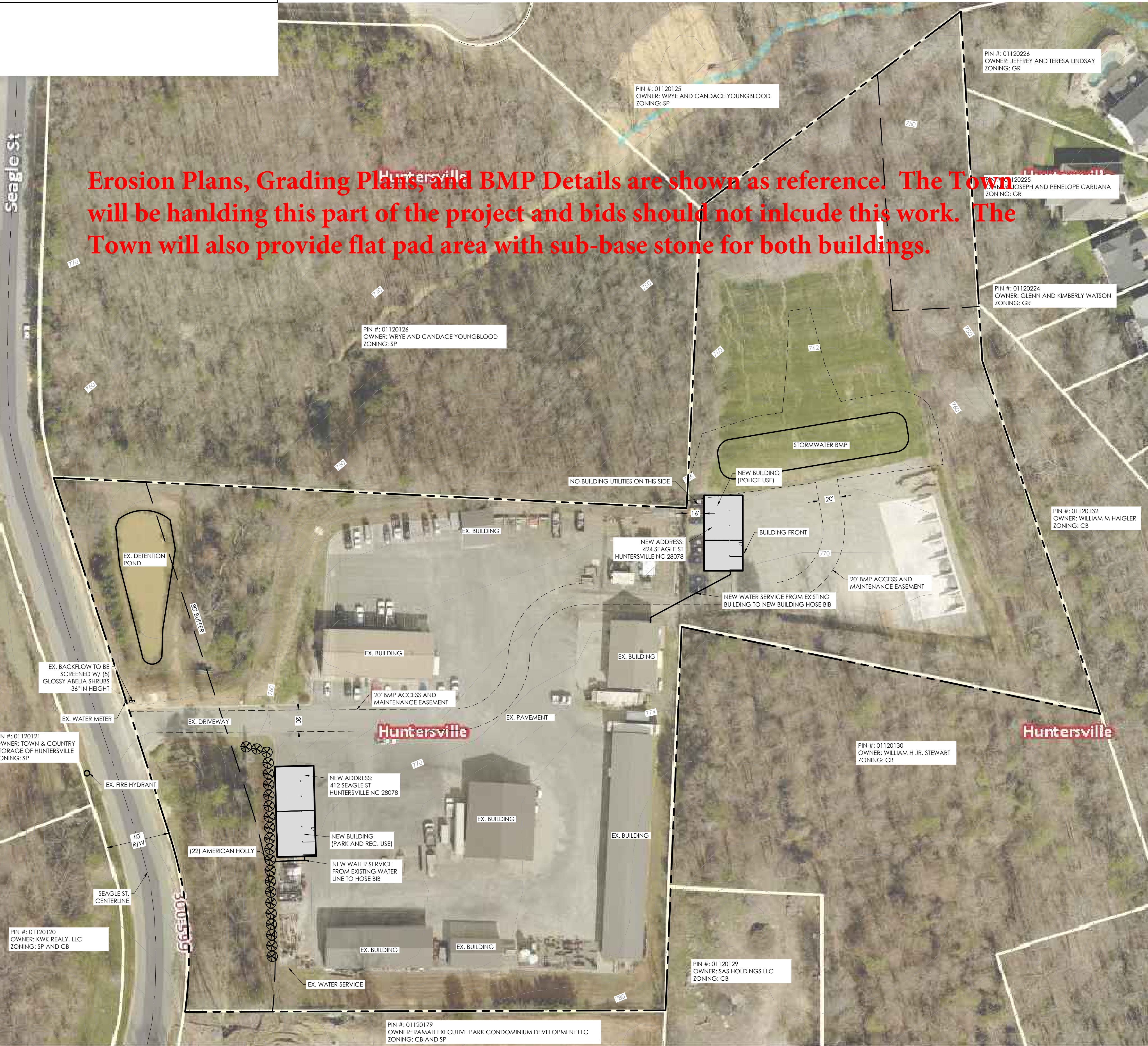
MAINTENANCE SURETY REQUIRED

- DEVELOPERS SHALL ENTER INTO A MAINTENANCE SURETY AGREEMENT WITH MECKLENBURG COUNTY GUARANTEEING THE VIABILITY OF STREET TREES AND TREES AND SHRUBS PLANTED IN BUFFER YARDS FOR A PERIOD OF 1 YEAR FOLLOWING PLANTING. THE AMOUNT OF THE SURETY SHALL BE EQUAL TO 50% OF THE VALUE OF THE NEW TREES OR LANDSCAPE MATERIAL AND THEIR INSTALLATION. THE MAINTENANCE SURETY SHALL BE PROVIDED WHEN ALL OF THE REQUIRED TREES AND SHRUBS HAVE BEEN PLANTED.

SEED/SOD/MULCH:

- TURF AREAS WILL BE SEED OR SODDED WITH REBEL II FESCUE WITH EXCEPTION OF SOD WITHIN THE FLOOR OF STORMWATER MANAGEMENT AND WATER QUALITY BASINS AND FILTERS. SOD WILL BE REQUIRED NEXT TO BUILDING STRUCTURES, DRIVEWAYS, ENTRANCES AND AREAS DISTURBED IN THE FRONT SETBACK AS NOTED ON PLAN. LANDSCAPE CONTRACTOR TO SEED ALL OTHER DISTURBED AREAS.
- PINE NEEDLE MULCH IS THE GENERALLY ACCEPTED MULCH. FOR THE INITIAL PLANTING, IT IS ALSO ACCEPTABLE TO UTILIZE DOUBLE HAMMERED BARK MULCH FOR GOOD SOIL AND BED MANAGEMENT. FUTURE YEARS, THOUGH, WILL REQUIRE THE PROPERTY TO BE CONVERTED TO PINE NEEDLES.

Erosion Plans, Grading Plans, and BMP Details are shown as reference. The Town will be handling this part of the project and bids should not include this work. The Town will also provide flat pad area with sub-base stone for both buildings.



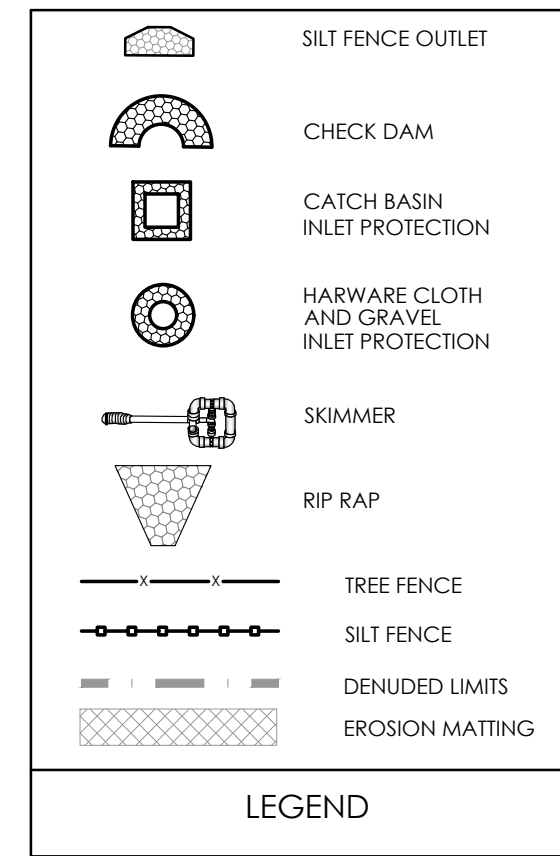
1. COMMUNITY ENCROACHMENT LINE MUST BE MARKED AND MAINTAINED ON SITE UNTIL FINAL GRADING IS COMPLETED.
2. INSPECTIONS SHALL BE CONDUCTED AS PRESCRIBED BY THE MAINTENANCE COVENANT. ADDITIONAL INSPECTIONS MAY BE CONDUCTED BY THE TOWN OF HUNTERSVILLE LAND USE AND ENVIRONMENTAL SERVICES AGENCY ON ANY REASONABLE BASIS, INCLUDING BUT NOT LIMITED TO: ROUTINE INSPECTIONS; RANDOM INSPECTIONS; INSPECTIONS BASED UPON COMPLAINTS OR OTHER NOTICE OF POSSIBLE VIOLATIONS; INSPECTIONS OF DRAINAGE BASINS OR AREAS; INSPECTIONS OF HIGHWAYS; INSPECTIONS OF OTHER AREAS WHERE SEWAGE OR WASTEWATER IS STORED; INSPECTIONS OF DISCHARGES OF A TYPE WHICH ARE MORE LIKELY THAN THE TYPICAL DISCHARGE TO CAUSE VIOLATIONS OF STATE OR FEDERAL WATER QUALITY STANDARDS OR THE NPDES STORM WATER PERMIT; AND JOINT INSPECTION WITH OTHER AGENCIES. INSPECTIONS SHOULD BE CONDUCTED AT THE FOLLOWING FREQUENCIES: (A) ANNUAL INSPECTIONS FOR REVIEWING MAINTENANCE AND REPAIR RECORDS; SAMPLING DISCHARGES, SURFACE WATER, GROUNDWATER, AND MATERIAL OR WATER IN BMP'S; EVALUATING THE CONDITION OF BMP'S AND STORM WATER MANAGEMENT PRACTICES.
3. RIGHT OF ENTRY FOR INSPECTION. WHEN ANY NEW BMP IS INSTALLED ON PRIVATE PROPERTY, THE PROPERTY OWNER SHALL GRANT TO THE TOWN OF HUNTERSVILLE LAND USE AND ENVIRONMENTAL SERVICES AGENCY THE RIGHT TO ENTER THE PROPERTY AT ANY REASONABLE TIME FOR THE PURPOSES OF CONDUCTING INSPECTIONS. THIS RIGHT OF ENTRY INCLUDES THE RIGHT TO ENTER A PROPERTY WHEN THE TOWN OF HUNTERSVILLE LAND USE AND ENVIRONMENTAL SERVICES AGENCY HAS A REASONABLE BASIS TO BELIEVE THAT A VIOLATION OF THIS REGULATION IS OCCURRING OR HAS OCCURRED AND TO TAKE SUCH ACTION AS IS NECESSARY FOR ABATEMENT OF A PUBLIC NUISANCE OR CORRECTION OF A VIOLATION OF THIS REGULATION.

1. ALL "TOLHD" "STD." NUMBERS REFER TO THE TOWN OF HUNTERSVILLE LAND DEVELOPMENT STANDARDS MANUAL.
2. ON-SITE BURIAL PITS REQUIRE AN ON-SITE DEMOLITION LANDFILL PERMIT FROM THE ZONING ADMINISTRATOR.
3. ANY GRADING BEYOND THE DENUDED LIMITS SHOWN ON THE PLAN IS A VIOLATION OF THE CITY/COUNTY EROSION CONTROL ORDINANCE AND IS SUBJECT TO A FINE.
4. GRADING MORE THAN ONE ACRE WITHOUT AN APPROVED EROSION CONTROL PLAN IS A VIOLATION OF THE CITY/COUNTY EROSION CONTROL ORDINANCE AND IS SUBJECT TO A FINE.
5. ALL GRADED SLOPES MUST BE SEEDED AND MULCHED AS SPECIFIED BELOW.

Required Ground Stabilization Timeframes		
Site Area Description	Stabilize within this many calendar days after ceasing land disturbance	Timeframe variations
(a) Perimeter dikes, swales, ditches, and perimeter slopes	7	None
(b) High Quality Water (HQW) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed - 7 days for slopes greater than 50' in length and with slopes steeper than 4:1 - 7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones - 10 days for Falls Lake Watershed
(d) Slopes 3:1 to 4:1	14	- 7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones - 10 days for Falls Lake Watershed unless there is zero slope
(e) Areas with slopes flatter than 4:1	14	- 7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones - 10 days for Falls Lake Watershed unless there is zero slope

6. ADDITIONAL MEASURES TO CONTROL EROSION AND SEDIMENT MAY BE REQUIRED BY A REPRESENTATIVE OF THE CITY/COUNTY ENGINEERING DEPARTMENT.
7. SLOPES SHALL BE GRADED NO STEEPER THAN 2:1. SLOPES GREATER THAN 10:1 REQUIRE ADEQUATE TERRACING (CMLDS #30.16)
8. STABILIZATION IS THE BEST FORM OF EROSION CONTROL. TEMPORARY SEEDING IS NECESSARY TO ACHIEVE EROSION CONTROL ON LARGE DENUED AREAS AND ESPECIALLY WHEN REQUIRED SPECIFICALLY AS PART OF THE CONSTRUCTION SEQUENCE SHOWN ON THE PLAN.

6. ADDITIONAL MEASURES TO CONTROL EROSION AND SEDIMENT MAY BE REQUIRED BY A REPRESENTATIVE OF THE CITY/COUNTY ENGINEERING DEPARTMENT.
7. SLOPES SHALL BE GRADED NO STEEPER THAN 2:1. SLOPES GREATER THAN 10:1 REQUIRE ADEQUATE TERRACING (CMILDS #30.16).
8. STABILIZATION IS THE BEST FORM OF EROSION CONTROL. TERRACING SEEDING IS NECESSARY TO ACHIEVE EROSION CONTROL ON LARGE DENUDED AREAS AND ESPECIALLY WHEN REQUIRED SPECIFICALLY AS PART OF THE CONSTRUCTION SEQUENCE SHOWN ON THE PLAN.
9. A GRADING PLAN MUST BE SUBMITTED FOR ANY LOT GRADING EXCEEDING ONE ACRE THAT WAS NOT PREVIOUSLY APPROVED.
10. TEMPORARY DRIVEWAY PERMIT FOR CONSTRUCTION ENTRANCES IN NCDOT RIGHT OF WAY MUST BE PRESENTED AT PRE-CONSTRUCTION MEETING.
11. ALL EMBANKMENTS MUST BE CONSTRUCTED PER SECTION 4.0.6 EMBANKMENT REQUIREMENTS IN THE BMP DESIGN MANUAL.
12. SOIL COMPACTION TESTS ARE REQUIRED ON ANY BERM $\geq 5'$ IN HEIGHT FROM THE NATURAL GRADE. SOIL COMPACTION MUST BE 95% PROCTOR AND CERTIFIED BY A LICENSED SOIL ENGINEER.



1. OBTAIN LAND DEVELOPMENT APPROVAL FROM TOWN OF HUNTERSVILLE
2. SET UP AN ON-SITE PRE-CONSTRUCTION CONFERENCE WITH THE FOLLOWING DEPARTMENTS:
EROSION CONTROL INSPECTOR, LAND DEVELOPMENT INSPECTOR, ZONING INSPECTOR AND NCDOT.
FAILURE TO SCHEDULE SUCH CONFERENCE 48 HOURS PRIOR TO ANY LAND DISTURBING ACTIVITY IS
SUBJECT TO FINE.
3. INSTALL CONSTRUCTION ENTRANCE, TREE PROTECTION FENCING, SILT FENCING, DITCHES, AND
OTHER MEASURES AS SHOWN ON PLANS, CLEARING ONLY AS NECESSARY TO INSTALL THESE DEVICES.
4. CALL FOR ON-SITE INSPECTION BY INSPECTOR. WHEN APPROVED, INSPECTOR ISSUES THE GRADING
PERMIT AND CLEARING AND GRUBBING MAY BEGIN.
5. THE CONTRACTOR SHALL DILIGENTLY AND CONTINUOUSLY MAINTAIN ALL EROSION CONTROL
DEVICES AND STRUCTURES.
6. FOR PHASED EROSION CONTROL PLANS, CONTRACTOR SHALL MEET WITH EROSION CONTROL
INSPECTOR PRIOR TO COMMENCING WITH EACH PHASE OF EROSION CONTROL MEASURES.
7. THE LAND DEVELOPMENT INSPECTOR SHOULD BE CALLED TO CONDUCT INSPECTIONS ON STORM
DRAINAGE, SIDEWALKS, DRIVEWAY ON STORM DRAINAGE, SIDEWALKS, DRIVE WAY IMPROVEMENTS,
AND ALL ASPECTS OF ROAD CONSTRUCTION
8. STABILIZE SITE AS AREAS ARE BROUGHT TO FINISHED GRADE.
9. COORDINATE WITH EROSION CONTROL INSPECTOR PRIOR TO REMOVAL OF EROSION CONTROL
MEASURES.
10. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE N. C.
EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, U. S. DEPT. OF AGRICULTURE,
AND THE TOWN OF HUNTERSVILLE

1. INSTALL TREE / VEGETATION PROTECTION MEASURES ALONG BUFFER AREA(S) AND ANY TREE SAVE AREAS DELINEATED ON THE PLAN.
2. THE BUFFER LINE (MEASURED FROM THE CREEK BANK OR PROPERTY LINE, OR WHATEVER IS APPLICABLE) SHALL BE STAKED.
3. PROTECTION MEASURES SHALL BE INSTALLED AS DICTATED BY THE DRIPLINE OF VEGETATION THAT IS WITHIN THE BUFFER. WHERE DRIPLINES DO NOT EXTEND BEYOND THE BUFFER LINE THE BUFFER LINE SHALL BE RESPECTED.
4. TREE / VEGETATION PROTECTION MEASURES MUST BE USED WHERE ANY CLEARING OR GRADING ACTIVITIES WILL OCCUR WITHIN 100' OF A BUFFER. PROTECTION MEASURES SHALL BE ORANGE TREE FENCING, OR CONTINUOUS FLAGGING ON VEGETATION OR STAKES. FLAGS SHOULD BE MAX. 20' ON CENTER, WHICH MAY BE USED ONLY WHERE THICK UNDERBRUSH EXISTS.
5. REQUEST TREE INSPECTION - TOWN OF HUNTERSVILLE, PLANNING STAFF (875-7000).
6. WHERE STANDARDS AND RESPONSIBILITY FOR INFRASTRUCTURE CONSTRUCTION, INCLUDING BUT NOT LIMITED TO STREETS, SIDEWALKS, AND LANDSCAPING, ARE SPECIFIED IN THE ZONING AND/OR SUBDIVISION ORDINANCES OF THE TOWN OF HUNTERSVILLE, TOWN STANDARDS SHALL CONTROL. IN THE ABSENCE OF A SPECIFIED TOWN STANDARD, CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE THEN MOST RECENT VERSION OF THE CHARLOTTE-MECKLENBURG LAND DEVELOPMENT STANDARDS MANUAL (CLMDS).

1. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED OWNERS.
2. THE DEVELOPER SHALL MAINTAIN EACH STREAM, CREEK, OR BACKWASH CHANNEL IN AN UNOBSTRUCTED STATE AND SHALL REMOVE FROM THE CHANNEL AND BANKS OF THE STREAM ALL DEBRIS, LOGS, TIMBER, JUNK AND OTHER ACCUMULATIONS.
3. ANY CONSTRUCTION OR USE WITHIN THE AREAS DELINEATED AS FLOODWAY DISTRICT FRinge BOUNDARY LINE OR FLOODWAY DISTRICT ENCROACHMENT BOUNDARY LINE IS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE FLOODWAY REGULATIONS OF THE TOWN OF HUNTERSVILLE, AS ADVERTISED BY ANGLEBELL.
4. THE TOWN OF HUNTERSVILLE HAS NOT REVIEWED THE STRUCTURAL STABILITY OF ANY RETAINING WALLS ON THE SITE AND DOES NOT ASSUME RESPONSIBILITY FOR THEM.
5. ALL ROOF DRAINS TO CONNECT TO UNDERGROUND STORM DRAINAGE SYSTEM.
6. NO SOIL, DEBRIS, OR RUN-OFF IS ALLOWED TO LEAVE THE SITE. THE CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED PER COUNTY STANDARDS AND BE MAINTAINED THROUGHOUT THE CONSTRUCTION TO LIMIT ROADWAY CONTAMINATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ROUTINELY CLEAN THE ADJACENT ROADWAY TO MAINTAIN CLEANLINESS.
7. ANY SEDIMENT THAT MAKES ITS WAY TO ANY BMP OR STRUCTURE IS THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR TO REMOVE AT THEIR SOLE EXPENSE.
8. OWNER AND CONTRACTOR ARE RESPONSIBLE FOR ALL SOIL RELATED TO THEIR SITE. SILT SACKS ARE TO BE PLACED IN ALL ADJACENT STORM DRAINS AND ANY SOIL, MUD, OR DEBRIS THAT IS COMING OF THEIR SITE IS THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR TO REMOVE AT THEIR SOLE EXPENSE.

DISTURBED AREA A: 0.15 AC
DISTURBED AREA B: 0.55 AC
TOTAL DISTURBED AREA : 0.70 AC

HUNTERSVILLE INSPECTORS

EROSION CONTROL INSPECTOR
ANNE LOFTIN (704) 579-1090

LAND DEVELOPMENT INSPECTORS
CECIL TALBOT (704) 579-1163

ZONING INSPECTOR
AU'DARIUS BLACKWOOD (704) 301-9969

TWO NEW POLE BUILDINGS FOR TOWN OF HUNTERSVILLE

PARCEL ID: 01120127

SITE ADDRESS: 412 AND 424 SEAGLE ST, HUNTERSVILLE, NC 28078

EROSION PLAN

2021-07-09 - TOWN/COUNTY COMM.
2021-09-07 - BUILDING REVIEW

[illegible]

C03 EROSION PLAN.DWG

PROJECT NUMBER: 221027

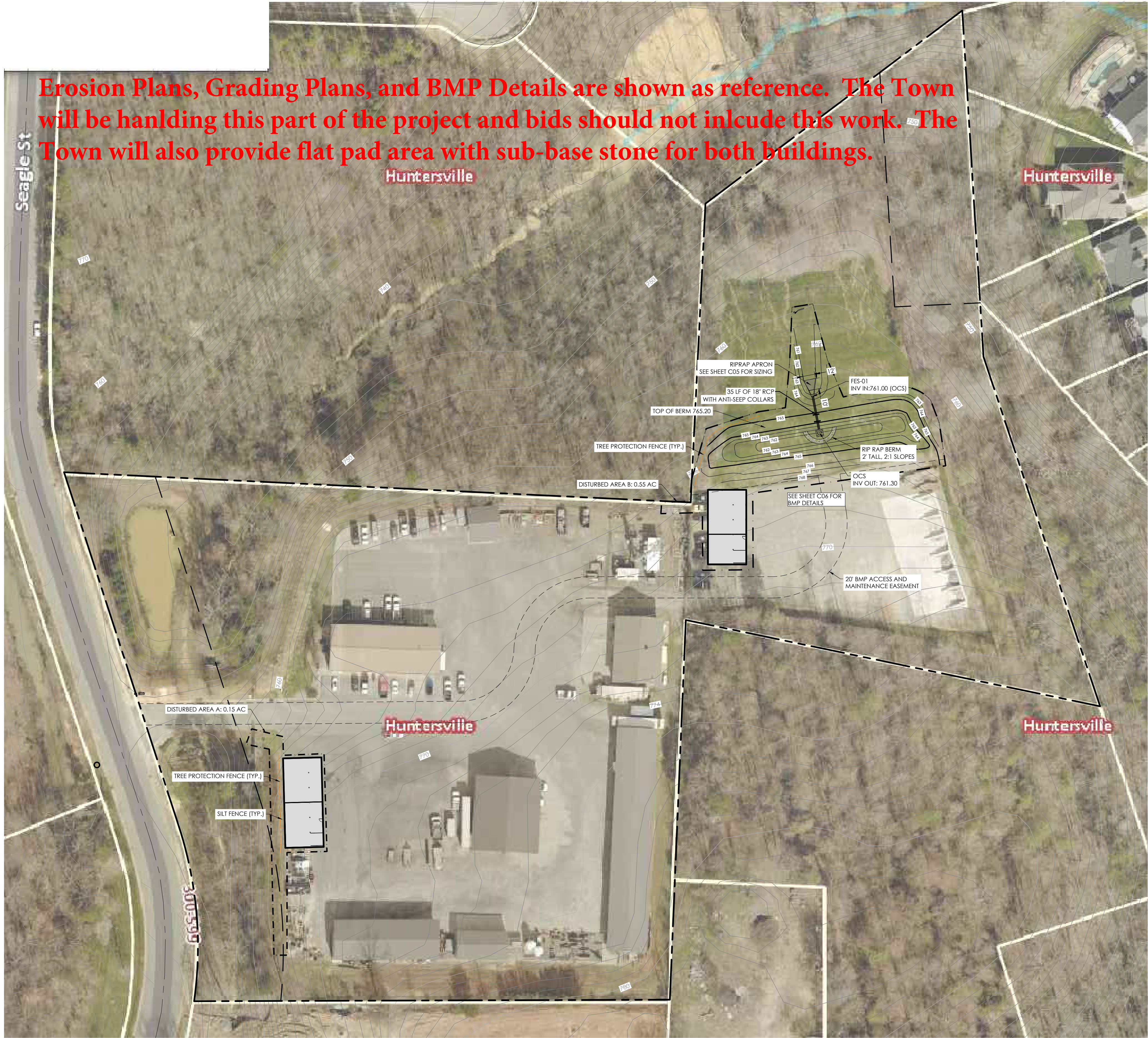
DATE: 04/16/2021 DRAWN BY: TSF

C03 6

SHEET OF

C03 EROSION PLAN.DWG - PLOT: Tess - TUE. 9-7-2021 2:52 PM





GENERAL NOTES:

- ALL STORM WATER CATCH BASINS, INLETS, MANHOLES, ETC. SHALL BE PERMANENTLY LABELED AS "NO DUMPING, DRAINS TO RIVER" AND INCLUDE A FISH SYMBOL.
- SOIL FILL (GEOTECH REPORT SHALL TAKE PRECEDENCE OVER THIS SPECIFICATION IF EXISTS.)
- PLOW, SCARIFY, BENCH, OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING MATERIAL.
- PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS AS FOLLOWS:
 - UNDER GRASS AND PLANTED AREAS, USE SATISFACTORY SOIL MATERIAL.
 - UNDER WALKS AND PAVEMENTS, USE SATISFACTORY SOIL MATERIAL.
 - UNDER STEPS AND RAMPS, USE ENGINEERED FILL.
 - UNDER BUILDING SLABS, USE ENGINEERED FILL.
 - UNDER FOOTINGS AND FOUNDATIONS, USE ENGINEERED FILL.
 - PLACE SOIL FILL ON SUBGRADES FREE OF MUD, FROST, SNOW, OR ICE.
- SOIL MOISTURE CONTROL
 - REVISE PERCENTAGES IN THIS ARTICLE ACCORDING TO GEOTECHNICAL ENGINEER'S WRITTEN RECOMMENDATIONS. UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL SOIL LAYER BEFORE COMPACTION TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT.
 - DO NOT PLACE BACKFILL OR FILL SOIL MATERIAL ON SURFACES THAT ARE MUDDY, FROZEN, OR CONTAIN FROST OR ICE.
 - REMOVE AND REPLACE, OR SCARIFY AND AIR DRY, OTHERWISE SATISFACTORY SOIL MATERIAL THAT EXCEEDS OPTIMUM MOISTURE CONTENT BY 2 PERCENT AND IS TOO WET TO COMPACT TO SPECIFIED DRY UNIT WEIGHT.
- COMPACTION OF SOIL BACKFILLS AND FILLS
 - PLACE BACKFILL AND FILL SOIL MATERIALS IN LAYERS NOT MORE THAN 8 INCHES (200 MM) IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4 INCHES (100 MM) IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
 - PLACE BACKFILL AND FILL SOIL MATERIALS EVENLY ON ALL SIDES OF STRUCTURES TO REQUIRED ELEVATIONS, AND UNIFORMLY ALONG THE FULL LENGTH OF EACH STRUCTURE.
 - COMPACT SOIL MATERIALS TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY UNIT WEIGHT ACCORDING TO ASTM D 698:
 - UNDER STRUCTURES, BUILDING SLABS, STEPS, AND PAVEMENTS, SCARIFY AND RECOMPACT TOP 12 INCHES (300 MM) OF EXISTING SUBGRADE AND EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 100 PERCENT.
 - UNDER WALKWAYS, SCARIFY AND RECOMPACT TOP 6 INCHES (150 MM) BELOW SUBGRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 95 PERCENT.
 - UNDER TURF OR UNPAVED AREAS, SCARIFY AND RECOMPACT TOP 6 INCHES (150 MM) BELOW SUBGRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 85 PERCENT.
 - FOR UTILITY TRENCHES, COMPACT EACH LAYER OF INITIAL AND FINAL BACKFILL SOIL MATERIAL AT 95 PERCENT.
- GRADING
 - GENERAL: UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED.
 - PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES.
 - CUT OUT SOFT SPOTS, FILL LOW SPOTS, AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED SURFACE TOLERANCES.
 - SITE ROUGH GRADING: SLOPE GRADES TO DIRECT WATER AWAY FROM BUILDINGS AND TO PREVENT PONDING. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES:
 - TURF OR UNPAVED AREAS: PLUS OR MINUS 1 INCH (25 MM).
 - WALKS: PLUS OR MINUS 1 INCH (25 MM).
 - PAVEMENTS: PLUS OR MINUS 1/2 INCH (13 MM).
 - GRADING-INSIDE BUILDING LINES: FINISH SUBGRADE TO A TOLERANCE OF 1/2 INCH (13 MM) WHEN TESTED WITH A 10-FOOT (3-M) STRAIGHTEDGE.
- FIELD QUALITY CONTROL
 - TESTING AGENCY: OWNER WILL ENGAGE A QUALIFIED GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM TESTS AND INSPECTIONS.
 - ALLOW TESTING AGENCY TO INSPECT AND TEST SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTH MOVING ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS.
 - FOOTING SUBGRADE: AT FOOTING SUBGRADES, AT LEAST ONE TEST OF EACH SOIL STRATUM WILL BE PERFORMED TO VERIFY DESIGN BEARING CAPACITIES. SUBSEQUENT VERIFICATION AND APPROVAL OF OTHER FOOTING SUBGRADES MAY BE BASED ON A VISUAL COMPARISON OF SUBGRADE WITH TESTED SUBGRADE WHEN APPROVED BY ARCHITECT. TESTING AGENCY WILL TEST COMPACTION OF SOILS IN PLACE ACCORDING TO ASTM D 1556, ASTM D 2167, ASTM D 2922, AND ASTM D 2937, AS APPLICABLE. TESTS WILL BE PERFORMED AT THE FOLLOWING LOCATIONS AND FREQUENCIES:
 - PAVED AND BUILDING SLAB AREAS: AT SUBGRADE AND AT EACH COMPACTED FILL AND BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 2000 SQ. FT. (186 SQ. M) OR LESS OF PAVED AREA OR BUILDING SLAB, BUT IN NO CASE FEWER THAN THREE TESTS.
 - FOUNDATION WALL BACKFILL: AT EACH COMPACTED BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 100 FEET (30 M) OR LESS OF WALL LENGTH, BUT NO FEWER THAN TWO TESTS.
 - TRENCH BACKFILL: AT EACH COMPACTED INITIAL AND FINAL BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY 150 FEET (46 M) OR LESS OF TRENCH LENGTH, BUT NO FEWER THAN TWO TESTS.
 - WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL MATERIALS TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.

GENERAL NOTES:

- APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED OWNERS.
- THE DEVELOPER SHALL MAINTAIN EACH STREAM, CREEK, OR BACKWASH CHANNEL IN AN UNOBSTRUCTED STATE AND SHALL REMOVE FROM THE CHANNEL AND BANKS OF THE STREAM ALL DEBRIS, LOGS, TIMBER, JUNK AND OTHER ACCUMULATIONS.
- COMMUNITY ENCROACHMENT LINE MUST BE MARKED AND MAINTAINED ON SITE UNTIL FINAL GRADING IS COMPLETED.
- ANY CONSTRUCTION OR USE WITHIN THE AREAS DELINEATED AS FLOODWAY DISTRICT FRINGE BOUNDARY LINE OR FLOODWAY DISTRICT ENCROACHMENT BOUNDARY LINE IS SUBJECT TO THE RESTRICTIONS IMPOSED BY THE FLOODWAY REGULATIONS OF THE TOWN OF HUNTERSVILLE AND MECKLENBURG COUNTY.
- THE MECKLENBURG COUNTY ENGINEERING DEPARTMENT HAS NOT REVIEWED THE STRUCTURAL STABILITY OF ANY RETAINING WALLS ON THE SITE AND DOES NOT ASSUME RESPONSIBILITY FOR THEM.
- NON-STANDARD ITEMS (I.E.; PAVERS, IRRIGATION SYSTEMS, ETC.) IN THE RIGHT-OF-WAY REQUIRE A RIGHT-OF-WAY ENCROACHMENT AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BEFORE INSTALLATION.
- ALL ROOF DRAINS TO CONNECT TO UNDERGROUND STORM DRAINAGE SYSTEM.

DISTURBED AREA A: 0.15 AC
DISTURBED AREA B: 0.55 AC
TOTAL DISTURBED AREA : 0.70 AC

TWO NEW POLE BUILDINGS FOR TOWN OF HUNTERSVILLE

PARCEL ID: 01120127

SITE ADDRESS: 412 AND 424 SEAGLE ST, HUNTERSVILLE, NC 28078

GRADING PLAN

REVISIONS:

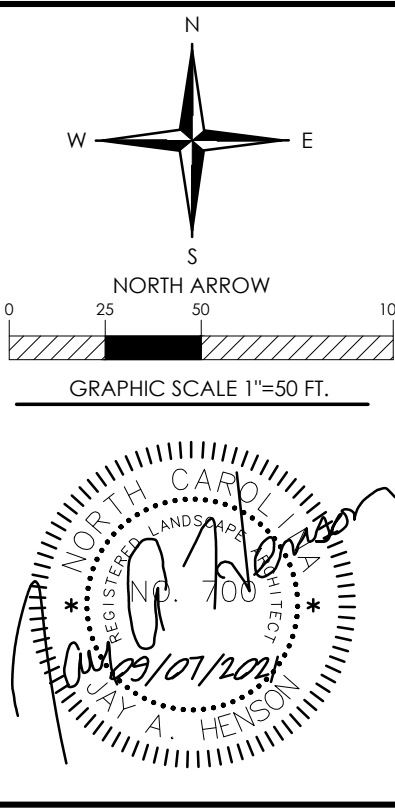
2021-07-09 - TOWN/COUNTY COMM.
2021-09-07 - BUILDING REVIEW

C04 GRADING PLAN.DWG
PROJECT NUMBER: 221027
DATE: 04/16/2021 DRAWN BY: TSF
C04 6
SHEET OF

- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAGMEN, ETC., AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE DEPARTMENT OF TRANSPORTATION.
- SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART F, OR AS AMENDED.



HensonFoley
Landscape Architecture
Civil Engineering
8712 Lindholm Dr Suite 202A, Huntersville NC 28078
p: 704.875.1615f | www.hensonfoley.com
NC ENGINEERING BOARD LICENSE #: C-3981
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399



STANDARD DRAWING	SEEDING SCHEDULE	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">REV. DATE</td> </tr> <tr> <td style="text-align: center;">08/01/1</td> </tr> <tr> <td style="text-align: center;">STD. NO.</td> </tr> <tr> <td style="text-align: center;">521.1</td> </tr> </table>	REV. DATE	08/01/1	STD. NO.	521.1
REV. DATE						
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STD. NO.						
521.1						

Town of
Huntersville
EST. 1995

STANDARD
DRAWING

SEEDING SCHEDULE
(SEASONAL)

REV. DATE
10/14/18
STD. NO.
522.1

 STANDARD DRAWING	GRAVEL AND RIPRAP FILTER BERM BASIN	<table style="border-collapse: collapse; width: 100%;"> <tr> <td style="padding: 2px;">10/14/</td> </tr> <tr> <td style="padding: 2px; text-align: center;">STD. NO.</td> </tr> <tr> <td style="padding: 2px; text-align: center;">516.1</td> </tr> </table>	10/14/	STD. NO.	516.1
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STD. NO.					
516.1					

STANDARD
DRAWING

TEMPORARY SILT FENCE

REV. DATE
10/14/2017
STD. NO.
507

 STANDARD DRAWING	SPECIAL EROSION CONTROL REQUIREMENTS AND NOTES	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">10/14/09</td> </tr> <tr> <td style="padding: 2px; text-align: center;">STD. NO.</td> </tr> <tr> <td style="padding: 2px; text-align: center;">500.1</td> </tr> </table>	10/14/09	STD. NO.	500.1
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 STANDARD DRAWING	SILT FENCE OUTLET OPTION 2	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">10/14/20</td> </tr> <tr> <td style="padding: 2px;">STD. NO.</td> </tr> <tr> <td style="padding: 2px;">509.1</td> </tr> </table>	10/14/20	STD. NO.	509.1
10/14/20					
STD. NO.					
509.1					

Erosion Plans, Grading Plans, and BMP Details are shown as reference. The Town will be handling this part of the project and bids should not include this work. The Town will also provide flat pad area with sub-base stone for both buildings.



STANDARD
DRAWING

RIPRAP APRON AT PIPE OUTFALLS
OTHER THAN SWIM

08/01/00

STD. NO.

Town of Huntersville STANDARD DRAWING	FLARED END SECTION 12" THRU 72" PIPE
--	--

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAGMEN, ETC., AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE DEPARTMENT OF TRANSPORTATION.
4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS AMENDED.

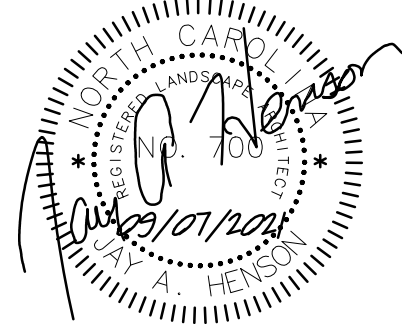


HensonFoley

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NC ENGINEERING BOARD LICENSE #: C-3781
 NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-3997



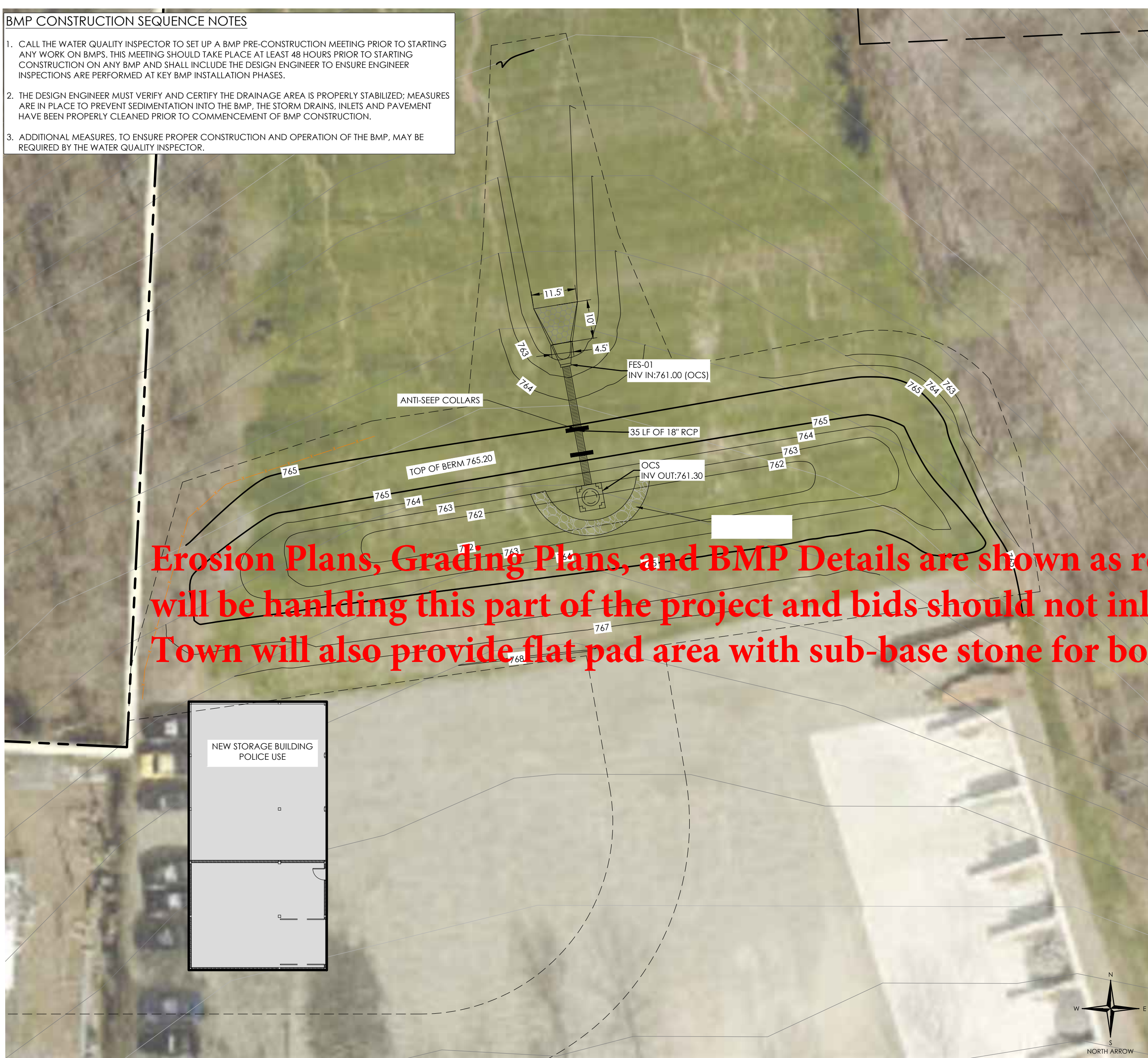
NEW POLE BUILDINGS FOR TOWN OF HUNTERSVILLE
PARCEL ID: 01120127
SITE ADDRESS: 412 AND 424 SEAGLE ST, HUNTERSVILLE, NC 28078

SITE DETAILS

[illegible]

BMP CONSTRUCTION SEQUENCE NOTES

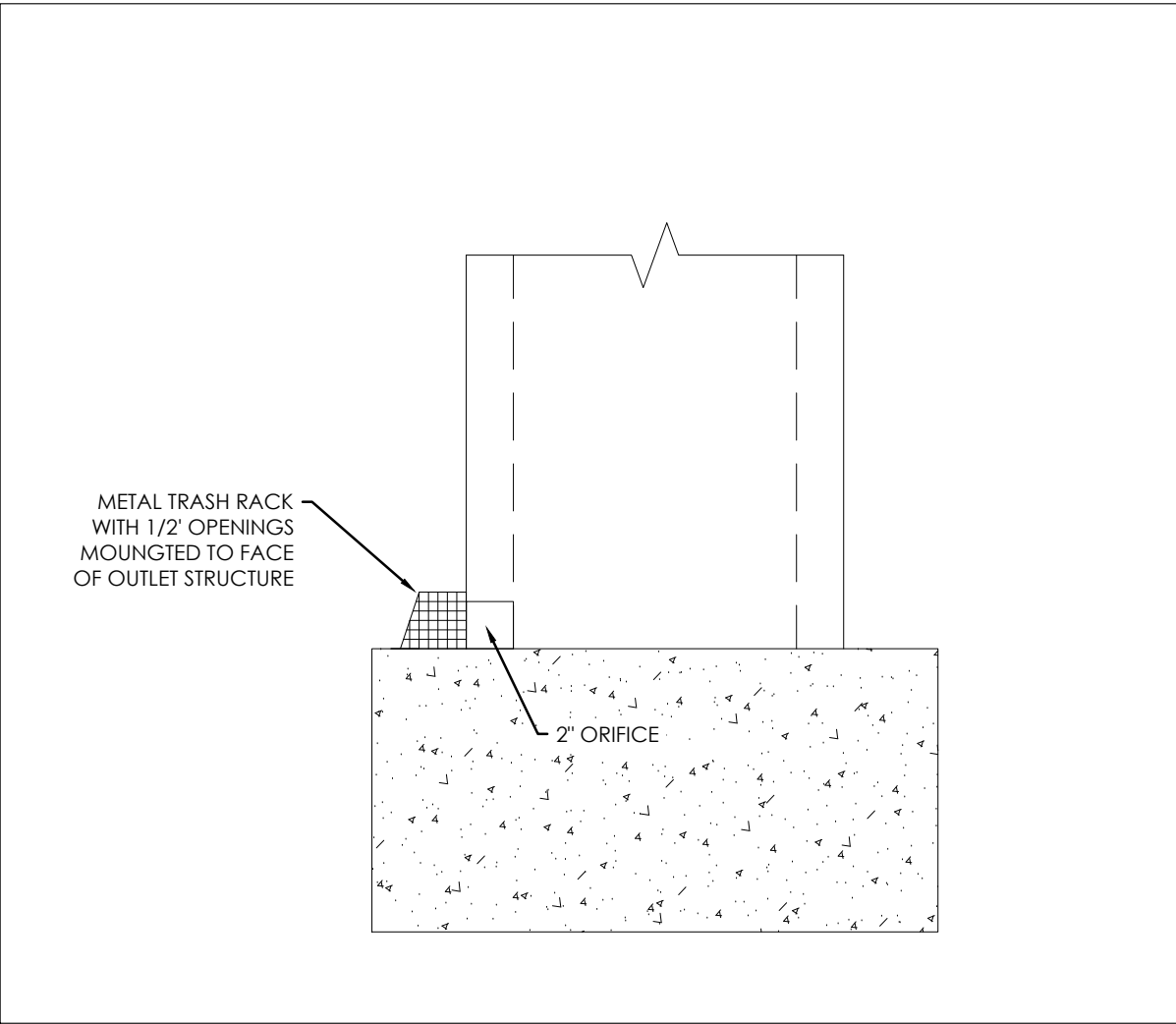
1. CALL THE WATER QUALITY INSPECTOR TO SET UP A BMP PRE-CONSTRUCTION MEETING PRIOR TO STARTING ANY WORK ON BMPs. THIS MEETING SHOULD TAKE PLACE AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY BMP AND SHALL INCLUDE THE DESIGN ENGINEER TO ENSURE ENGINEER INSPECTIONS ARE PERFORMED AT KEY BMP INSTALLATION PHASES.
2. THE DESIGN ENGINEER MUST VERIFY AND CERTIFY THE DRAINAGE AREA IS PROPERLY STABILIZED; MEASURES ARE IN PLACE TO PREVENT SEDIMENTATION INTO THE BMP, THE STORM DRAINS, INLETS AND PAVEMENT HAVE BEEN PROPERLY CLEANED PRIOR TO COMMENCEMENT OF BMP CONSTRUCTION.
3. ADDITIONAL MEASURES, TO ENSURE PROPER CONSTRUCTION AND OPERATION OF THE BMP, MAY BE REQUIRED BY THE WATER QUALITY INSPECTOR.



DETENTION POND PLAN

1" = 20'

NOTICE TO CONTRACTOR
PROVIDE AN UPDATED OUTLET STRUCTURE DETAIL CUT SHEET FROM THE ENGINEER TO THE WATER QUALITY INSPECTOR PRIOR TO CONSTRUCTION. THE UPDATED CUT SHEET SHALL BE PROVIDED ON THE BMP AS-BUILT SUBMITTAL.



TRASH RACK DETAIL

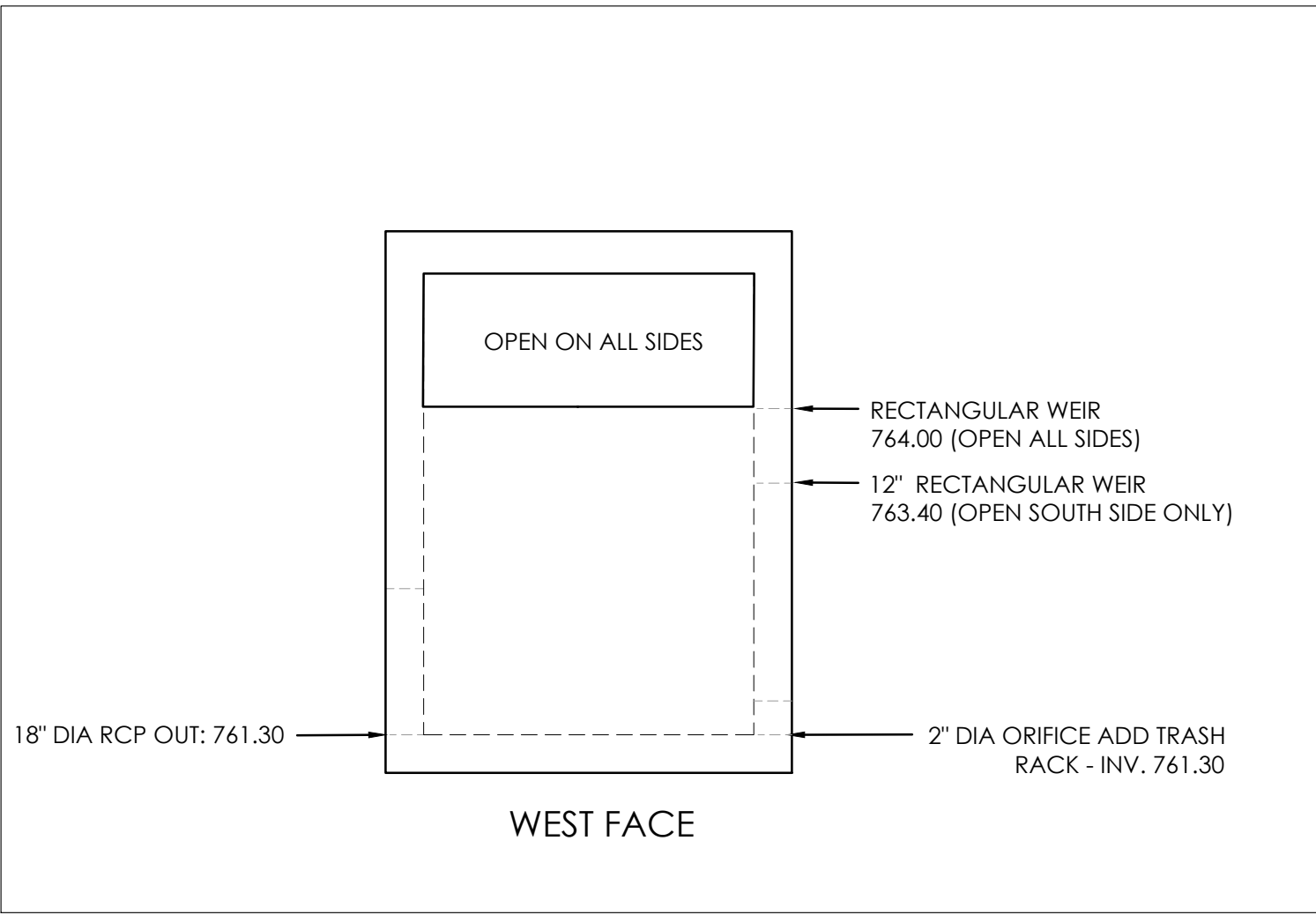
N.T.S.

BMP SUMMARY CHART				
PEAK CONTROL STORM EVENT	PRE-DEVELOPMENT RUNOFF	POST-DEVELOPMENT RUNOFF	POST-ROUTING RUNOFF	ELEVATION
TOP OF DAM				765.20
50YR-24HR	5.16 CFS	15.53 CFS	13.12 CFS	764.43
25YR-24HR	1.53 CFS	7.17 CFS	1.47 CFS	763.97
10YR-24HR	0.74 CFS	4.89 CFS	0.49 CFS	763.64
2YR-24HR	0.24 CFS	3.03 CFS	0.14 CFS	763.28
1YR-24HR	0.04 CFS	1.59 CFS	0.12 CFS	762.62
BMP	REQUIRED	PROVIDED		ELEVATION
CPV	N/A	N/A	N/A	N/A
WQV	N/A	N/A	N/A	N/A
Bottom of Basin				761.30

IMPERVIOUS SUMMARY (SITE)			
ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF TOTAL SITE
TOTAL SITE AREA	395,350 SF	9.08 AC	N/A
EXISTING BUA	141,656 SF	3.25 AC	35.83%
NEW BUA	34,000 SF	0.78 AC	8.60%
TOTAL BUA	175,656 SF	4.03 AC	44.43%
TOTAL PERVIOUS	219,694 SF	5.04 AC	55.57%

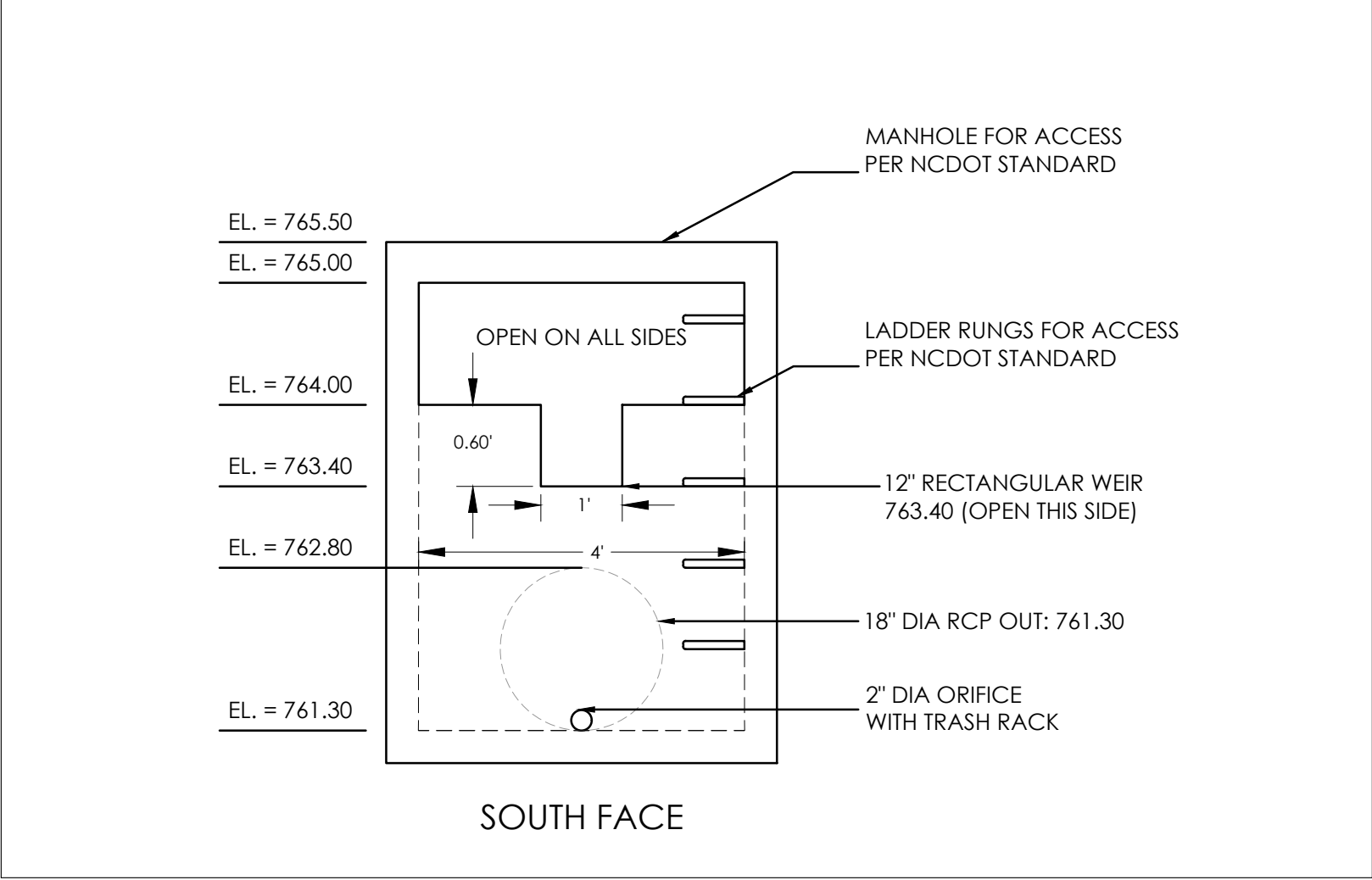
IMPERVIOUS SUMMARY (EAST - BMP)		
ITEM	SQUARE FOOT	ACRES
TOTAL SITE AREA	395,350 SF	9.08 AC
DRAINAGE AREA	125,123 SF	2.87 AC
BUA TO BMP	34,000 SF	0.78 AC
ITEM	PERCENTAGE	
BMP BUA % OF SITE AREA	8.60%	
BMP BUA % OF DRAINAGE AREA	27.17%	

BMP Inset Table Extended Dry Detention	
Project Name:	Huntersville Public Works
Sequence ID:	1
Surface Area at WQv (sq. ft.):	0
Surface Area at top of berm (sq. ft.):	5,986
Drainage Area (acres):	2.96
Land Use/Development Type:	Commercial - Light
Vegetation Type:	Wooded
Percent Built-Upon Area:	27.17%
Maximum Depth (ft.):	3.9
Detention Basin Type:	Surface
Forebay Present (Y/N):	Y
Flow Diverters Present (Y/N):	N
Regulated By:	Post Construction Ordinance
Treatment Effectiveness:	Standard
NC State Plane X (easting):	1452568.11
NC State Plane Y (northing):	614179.83



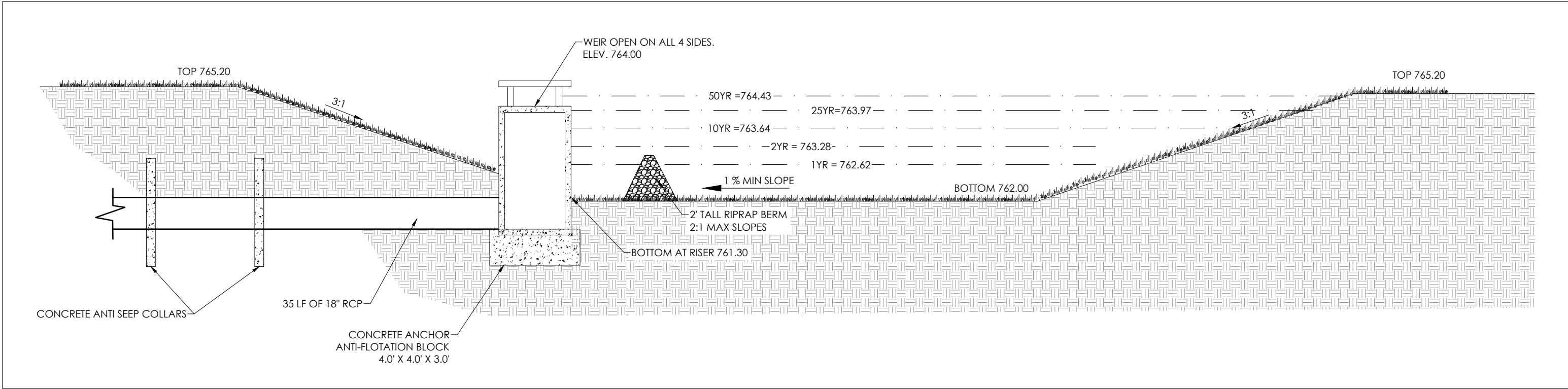
POND OUTLET DETAIL

N.T.S.



POND OUTLET DETAIL

N.T.S.



POND SECTION

N.T.S.

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAGMEN, ETC., AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE DEPARTMENT OF TRANSPORTATION.
4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART F, OR AS AMENDED.



INSPECTION NOTES

1. INSPECTIONS SHALL BE CONDUCTED AS PRESCRIBED BY THE MAINTENANCE COVENANT. ADDITIONAL INSPECTIONS MAY BE CONDUCTED BY MECKLENBURG COUNTY ON ANY REASONABLE BASIS, INCLUDING BUT NOT LIMITED TO: ROUTINE INSPECTIONS; INSPECTIONS BASED UPON COMPLAINTS OR OTHER NOTICE OF POSSIBLE VIOLATIONS; INSPECTIONS OF DRAINAGE BASINS OR AREAS IDENTIFIED AS HIGHER THAN TYPICAL SOURCES OF SEDIMENT OR OTHER CONTAMINANTS OR POLLUTANTS; INSPECTIONS OF BUSINESSES OR INDUSTRIES OF A TYPE ASSOCIATED WITH HIGHER THAN USUAL DISCHARGES OR POLLUTANTS OR WITH DISCHARGES OF A TYPE WHICH ARE MORE LIKELY THAN THE TYPICAL DISCHARGE TO CAUSE VIOLATIONS OF STATE AND FEDERAL WATER QUALITY STANDARDS OR THE NPDES STORM WATER PERMIT; AND JOINT INSPECTIONS WITH OTHER AGENCIES UNDER ENVIRONMENTAL AND SAFETY LAWS. INSPECTIONS MAY INCLUDE BUT ARE NOT LIMITED TO: REVIEWING MAINTENANCE AND REPAIR RECORDS; SAMPLING DISCHARGES, SURFACE WATER, GROUNDWATER, AND MATERIAL OR WATER IN BMPs; EVALUATING THE CONDITION OF THE BMPs AND STORMWATER MANAGEMENT PRACTICES.
2. RIGHT-OF-WAY ENTRY FOR INSPECTION: WHEN ANY NEW BMP IS INSTALLED, THE PROPERTY OWNER SHALL GRANT TO MECKLENBURG COUNTY THE RIGHT TO ENTER THE PROPERTY AT REASONABLE TIMES AND IN A REASONABLE MANNER FOR THE PURPOSES OF INSPECTION. THIS INCLUDES THE RIGHT TO ENTER A PROPERTY WHEN THE MECKLENBURG COUNTY HAS A REASONABLE BASIS TO BELIEVE THAT A VIOLATION OF THIS REGULATION IS OCCURRING OR HAS OCCURRED, AND TO ENTER WHEN NECESSARY FOR ABATEMENT OF A PUBLIC NUISANCE OR CORRECTION OF A VIOLATION OF THIS REGULATION.

STORM DRAINAGE AS-BUILT REQUIREMENTS

1. THE CONTRACTOR SHALL FURNISH AN AS-BUILT SURVEY OF THE STORM DRAINAGE BASIN IN PRINTED HARD COPY AND CAD FILE FORMAT, SIGNED AND SEALED BY A LAND SURVEYOR LICENSED IN NORTH CAROLINA. THE CAD FILE SHALL BE BASED ON NC GRID, NAV 1983 (TIED TO STATE PLANE COORDINATE SYSTEM). ELEVATIONS SHALL BE TIED TO NAVD88.
2. THE AS-BUILT SURVEY SHALL PROVIDE THE FOLLOWING INFORMATION: STORM DRAINAGE PIPE LOCATIONS WITH SIZE, LENGTH, AND MATERIAL; STORM DRAINAGE INLET, OUTLET, AND CLEAN OUT STRUCTURE LOCATIONS WITH RIM AND INVERT ELEVATIONS AT EACH PIPE, WITH INVERT AND TOP OF WEIR ELEVATION FOR ANY INTERNAL BAFLE WALLS INSIDE OF STRUCTURE; FINISHED GRADE CONTOURS OF DETENTION BASIN AT 1 FOOT INTERVALS, WITH SQUARE FOOTAGE OF THE BASIN; INSIDE DIMENSIONS OF INLET AND OUTLET STRUCTURES WITHIN THE BASIN AT 25 FOOT INTERVALS MAXIMUM.
3. THE AS-BUILT SURVEY SHALL BE SUBMITTED TO THE DESIGN ENGINEER AT LEAST 45 DAYS PRIOR TO THE ANTICIPATED DATE OF COMPLETION OF OCCUPANCY.

BMP CONSTRUCTION SEQUENCE NOTES

1. CALL THE WATER QUALITY INSPECTOR TO SET UP A BMP PRE-CONSTRUCTION MEETING PRIOR TO STARTING ANY WORK ON BMPs. THIS MEETING SHOULD TAKE PLACE AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY BMP AND SHALL INCLUDE THE DESIGN ENGINEER TO ENSURE ENGINEER INSPECTIONS ARE PERFORMED AT KEY BMP INSTALLATION PHASES.
2. THE DESIGN ENGINEER MUST VERIFY AND CERTIFY THE DRAINAGE AREA IS PROPERLY STABILIZED; MEASURES ARE IN PLACE TO PREVENT SEDIMENTATION INTO THE BMP, THE STORM DRAINS, INLETS AND PAVEMENT HAVE BEEN PROPERLY CLEANED PRIOR TO COMMENCEMENT OF BMP CONSTRUCTION.
3. ADDITIONAL MEASURES, TO ENSURE PROPER CONSTRUCTION AND OPERATION OF THE BMP, MAY BE REQUIRED BY THE WATER QUALITY INSPECTOR.

TWO NEW POLE BUILDINGS FOR TOWN OF HUNTERSVILLE

PARCEL ID: 01120127

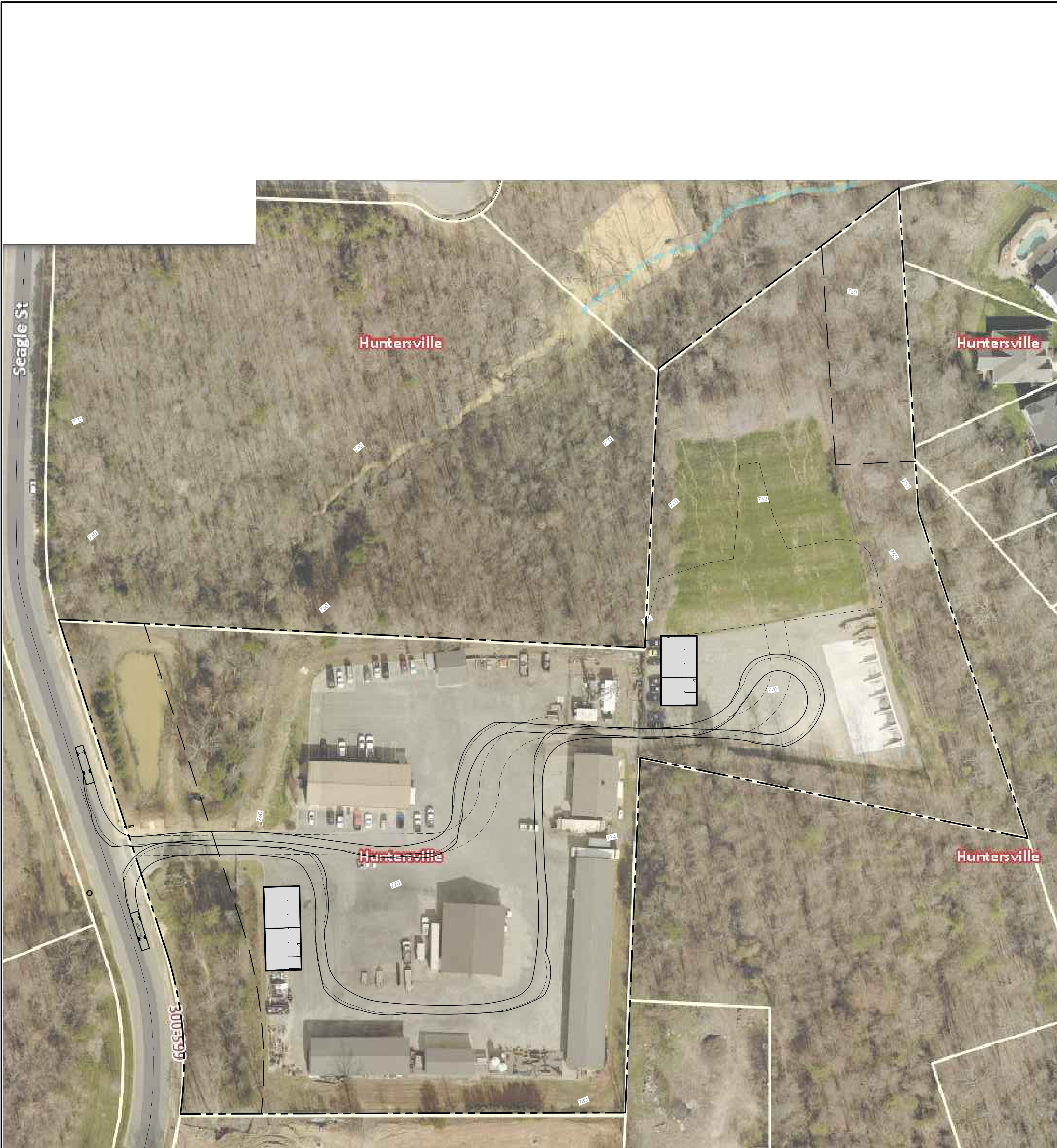
SITE ADDRESS: 412 AND 424 SEAGLE ST, HUNTERSVILLE, NC 28078

BMP DETAILS

REVISIONS:

2021-07-09 - TOWN/COUNTY COMM.
2021-09-07 - BUILDING REVIEW

C07 BMP DETAILS.DWG
PROJECT NUMBER: 221027
DATE: 04/16/2021 DRAWN BY: TSF
C06 6
SHEET OF



AT01 FIRETRUCK AUTOTURN.DWG - PLOT: T6ss - TUE: 9-7-2021 2:53 PM

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO BEGINNING CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAGMEN, ETC., AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE DEPARTMENT OF TRANSPORTATION. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS AMENDED.





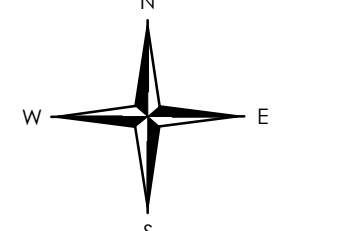
HensonFoley

Landscaping Architecture Civil Engineering

8712 Lindham Dr Suite 202A Huntersville NC 28078

p: 704.873.1615 | 704.873.0757 | www.hensonfoley.com

NC ENGINEERING BOARD LICENSE #: C3381 NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-389



NORTH ARROW

0 25 50 100

GRAPHIC SCALE 1"=50 FT.



TWO NEW POLE BUILDINGS FOR TOWN OF HUNTERSVILLE

PARCEL ID: 01120127

SITE ADDRESS: 412 AND 424 SEAGLE ST, HUNTERSVILLE, NC 28078

FIRETRUCK AUTOTURN

REVISIONS:	
2021-07-09 - TOWN/COUNTY COMM.	
2021-09-07 - BUILDING REVIEW	

AT01 FIRETRUCK AUTOTURN.DWG	
PROJECT NUMBER:	221027
DATE: 04/16/2021	DRAWN BY: TSF
SHEET	AT01 6 OF

GENERAL

- THE GENERAL NOTES ARE NOT A SUBSTITUTE OR A REPLACEMENT FOR THE PROJECT SPECIFICATIONS. THESE NOTES ARE INTENDED AS A GUIDE TO THE DESIGN AND/OR CONSTRUCTION REQUIREMENTS ESTABLISHED FOR THIS PROJECT. NO CONTRACTOR SHOULD ATTEMPT TO DESIGN, BID OR CONSTRUCT ANY PORTION OF THE WORK HEREIN WITHOUT CONSULTING THE PROJECT SPECIFICATIONS. IF ANY CONFLICTS OCCUR BETWEEN THE NOTES, PROJECT SPECIFICATIONS AND DETAILS, THE MOST STRINGENT REQUIREMENT SHALL GOVERN UNLESS APPROVED BY THE STRUCTURAL ENGINEER.
- THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, AND DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, PROCEDURES, TECHNIQUES, SEQUENCE AND SAFETY. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED TEMPORARY BRACING AND SHORING DURING CONSTRUCTION TO MAINTAIN THE STABILITY OF THE STRUCTURE. CONSTRUCTION LOADS SHALL NOT EXCEED THE CAPACITY OF THE INSTALLED STRUCTURE AT ANY TIME.
- THE ENGINEER DOES NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSION OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- STRUCTURAL DRAWINGS ARE TO BE USED IN CONJUNCTION WITH ARCHITECTURAL, AND OTHER CONTRACT DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THESE DRAWINGS. DISCREPANCIES, INCLUDING DIMENSIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR DESIGN ENGINEER PRIOR TO PROCEEDING WITH FABRICATION OR CONSTRUCTION.
- ALL THINGS WHICH, IN THE OPINION OF THE CONTRACTOR, APPEAR TO BE DEFICIENCIES, OMISSIONS, CONTRADICTIONS OR AMBIGUITIES IN THE DESIGN DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER PRIOR TO FABRICATION OR CONSTRUCTION.
- DETAILS/SECTIONS SHOWN ON DRAWINGS ARE TYPICAL AND MAY APPLY TO LOCATIONS OTHER THAN WHERE SPECIFICALLY MARKED ON THE PLANS. IF SECTIONS OR DETAILS DO NOT REPRESENT ALL REQUIRED CONDITIONS, THE ENGINEER SHALL BE CONTACTED FOR CLARIFICATION BY THE GENERAL CONTRACTOR.
- IF EXISTING CONDITIONS MAKE IT NECESSARY TO REVISE STRUCTURAL DETAILS, NOTIFY DESIGN ENGINEER BEFORE PROCEEDING WITH ANY CHANGES.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL CONTRACT DRAWINGS AND LATEST ADDENDA AND SUBMITTING THESE DOCUMENTS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS PRIOR TO THE SUBMITTAL OF SHOP DRAWINGS, FABRICATION OF ANY STRUCTURAL MEMBER AND ERECTION IN THE FIELD.
- THE GENERAL CONTRACTOR SHALL PROTECT EXISTING STRUCTURES AND UTILITIES FROM ALL DAMAGE.
- EQUIPMENT PADS ARE TO BE PROVIDED BY THE MECHANICAL OR ELECTRICAL CONTRACTORS REQUIRING THE PADS.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH OSHA AND OWNER'S REGULATIONS
- ALL EXISTING CONDITIONS SHALL BE FIELD VERIFIED BY CONTRACTOR AT BEGINNING OF PROJECT. ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN DESIGN DRAWINGS AND FIELD CONDITIONS. NO MATERIALS SHALL BE ORDERED OR FABRICATED PRIOR TO VERIFYING ALL STRUCTURAL DETAILS AND PLANS MATCH FIELD CONDITIONS.

FOUNDATION

- ALL FOUNDATION AND SLAB ON GRADE EXCAVATIONS ARE TO FOLLOW RECOMMENDATIONS STATED IN THE REPORT OF GEOTECHNICAL EXPLORATION TO BE PROVIDED BY OWNER.
- ALL EXISTING TOPSOIL, VEGETATION, DISTURBED SOILS AND SURFACE SOILS CONTAINING ORGANIC MATTER OR OTHER DELETERIOUS MATERIALS SHOULD BE STRIPPED FROM WITHIN THE PROPOSED BUILDING AND PAVED AREAS.
- CONTRACTOR SHALL REMOVE AND REPLACE UNACCEPTABLE SOILS IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND/OR AT THE DIRECTION OF THE GEOTECHNICAL ENGINEER.
- FOUNDATIONS AND SLABS ARE TO BE PLACED ON FIRM UNDISTURBED NATURAL SOIL OR PROPERLY COMPACTED FILL MATERIAL. FILL MATERIAL SHALL BE COMPACTED IN THIN LIFTS TO AT LEAST 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698). IN ADDITION, AT LEAST THE UPPER 18 INCHES OF SUBGRADE FILL BENEATH PAVEMENTS AND FLOOR SLABS SHOULD BE COMPACTED TO 100 PERCENT OF THE SAME SPECIFICATION.
- IN ORDER TO VERIFY THAT THE SOILS ENCOUNTERED IN FOOTING EXCAVATIONS ARE SIMILAR TO THOSE ENCOUNTERED IN THE SOIL TEST BORINGS, FOOTING EXCAVATIONS ARE TO BE EXAMINED AND CHECKED WITH A DYNAMIC HAND PENETROMETER BY AN EXPERIENCED ENGINEERING TECHNICIAN WORKING UNDER THE DIRECT SUPERVISION OF THE GEOTECHNICAL ENGINEER.
- FOOTINGS SHOULD BE POURED AS SOON AS POSSIBLE AFTER EXCAVATION. THE FOUNDATION BEARING AREA SHOULD BE LEVEL AND BE FREE OF LOOSE SOIL, PONDED WATER, AND DEBRIS. FOUNDATION CONCRETE SHOULD NOT BE PLACED ON SOILS THAT HAVE BEEN DISTURBED BY SEEPAGE. IF BEARING SOILS ARE SOFTENED BY SURFACE WATER INTRUSION OR EXPOSURE, THE SOFTENED SOILS MUST BE REMOVED FROM THE FOUNDATION EXCAVATION BOTTOM IMMEDIATELY PRIOR TO PLACEMENT OF CONCRETE.
- WHERE FOOTING EXCAVATIONS MUST REMAIN OPEN FOR AN EXTENDED PERIOD OR IF RAINFALL BECOMES IMMINENT WHILE BEARING SOILS ARE EXPOSED, A 2" TO 4" THICK MUD MAT OF UNREINFORCED LEAN (f'c=2000psi) CONCRETE SHALL BE PLACED ON THE BEARING SOILS BEFORE PLACEMENT OF THE FOOTING REINFORCING.
- CENTER ALL FOOTINGS UNDER WALLS, COLUMNS OR GRID LINES UNLESS NOTED OTHERWISE.
- RETAINING WALLS TO BE PROPERLY SHORED BEFORE BACKFILLING. HEAVY EQUIPMENT SHALL NOT BE ALLOWED WITHIN 5 FEET OF THESE WALLS. USE MECHANICAL HAND TAMPERS FOR COMPACTING BACKFILL AGAINST WALLS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION OF ALL EXCAVATION SLOPES. WHERE NECESSARY SHEETING AND SHORING OF EXCAVATION SHALL BE PROVIDED WITH ALL REQUIRED TIE BACKS AND BRACING, TO BE DESIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF THE PROJECT LOCATION.
- FOUNDATION DESIGN PARAMETERS (VALUES ASSUMED IF NOT SPECIFICALLY STATED IN SOILS REPORT)

MAXIMUM FOUNDATION NET SOIL BEARING PRESSURE	2000 psf
ACTIVE EARTH PRESSURE (Ka =25)	30 psf/ft
PASSIVE EARTH PRESSURE	300 psf/ft
AT REST EARTH PRESSURE (Ko=.42)	50 psf/ft
SOIL FRICTION COEFFICIENT	.35
MODULUS OF SUBGRADE UNDER SLAB ON GRADE (K)	125 PCI

- RETAINING WALLS SHALL HAVE A MINIMUM OF TWO FEET OF FREE DRAINING GRANULAR FILL AGAINST THE BACK OF THE WALL OR SHALL HAVE AN ACCEPTABLE COMMERCIAL GRADE DRAINAGE MAT PLACED AGAINST THE WALL.
- REINFORCING IN ALL CONTINUOUS STRIP FOOTINGS SHALL HAVE CORNER BARS OR DOWELS PROVIDED AT ALL CORNERS AND INTERSECTIONS.

SHOP DRAWINGS

- ALL SHOP DRAWINGS MUST BE REVIEWED AND STAMPED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTAL.
- CONTRACTOR SHALL PROVIDE IN HIS SCHEDULE FOR A SHOP DRAWING REVIEW AND RETURN TIME OF A MINIMUM OF FIFTEEN WORKING DAYS IN THE STRUCTURAL ENGINEER'S OFFICE.
- THE GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR REVIEW OF THE FOLLOWING APPLICABLE ITEMS:
 - ALL STRUCTURAL STEEL INCLUDING MISCELLANEOUS EMBEDMENTS. STEEL FABRICATION SHOP DRAWINGS ARE TO BE SUBMITTED TO STRUCTURAL ENGINEER FOR APPROVAL PRIOR TO FABRICATION. THE STRUCTURAL ENGINEER IS TO REVIEW DRAWINGS FOR COMPLIANCE WITH DESIGN DOCUMENTS. ENGINEER IS TO REVIEW TYPE OF MATERIAL, MEMBER SIZES, AND CONNECTIONS AND RETURN DRAWINGS TO THE STEEL FABRICATOR NOTING ANY DISCREPANCIES. THE STEEL FABRICATOR IS RESPONSIBLE FOR ALL FABRICATION DIMENSIONS.
 - OPEN WEB STEEL JOISTS (*)
 - REINFORCING STEEL.
 - STEEL STAIRS (*)
 - STRUCTURAL METAL DECK.
 - CONCRETE MIX DESIGNS.
 - CONSTRUCTION JOINT LOCATIONS ON STRUCTURAL FLOORS.
 - LIGHT GAGE METAL STUD AND TRUSSES WITH CALCULATIONS (*)
 - ANCHOR BOLT SUBMITTAL.
 - MECHANICAL EQUIPMENT REQUIRING STRUCTURAL SUPPORT
 - CONCRETE CURING MATERIALS
 - MECHANICAL ANCHOR SUBSTITUTIONS
 - ARCHITECTURAL AND STRUCTURAL PRECAST ELEMENTS

ITEMS MARKED (*) SHALL HAVE SHOP DRAWINGS SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF THE PROJECT LOCATION.

CONCRETE

A. GENERAL SPECIFICATIONS

- ALL CONCRETE DESIGN AND CONSTRUCTION SHALL CONFORM TO THE 'SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS', (A.C.I. 301-99) AND 'BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE', (A.C.I. 318-02).
- ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE 'SPECIFICATIONS FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIALS', (ACI 117-90)
- ALL CONCRETE SHALL BE READY-MIXED MEETING THE REQUIREMENTS OF ASTM C-94, "SPECIFICATION FOR READY-MIXED CONCRETE".
- NO WATER SHALL BE ADDED TO THE CONCRETE AT THE JOBSITE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE CONCRETE SUPPLIER TO ENSURE A PUMPABLE AND WORKABLE MIX WITHOUT THE ADDITION OF WATER AT THE JOBSITE.
- CONCRETE PLACEMENT IS TO CONFORM WITH ACI 305-99 HOT WEATHER CONCRETING AND ACI 306-88 COLD WEATHER CONCRETING. MINIMUM TEMPERATURE OF CONCRETE AT TIME OF PLACEMENT AND MAINTAINED DURING CURING IS 55 DEGREES FAHRENHEIT.
- GROUT AT COLUMN BASES AND AT EXTERIOR WALL BASE SHALL BE NON-METALLIC, NON-SHRINK AND SHALL BE A FACTORY PREPARED MIXTURE OF NON AIR-ENTRAINING PORTLAND CEMENT, WELL GRADED, SHARP SILICA SAND AND OTHER ADMIXTURES AS REQUIRED TO PRODUCE A NON SHRINK GROUT. GROUT SHALL CONFORM TO ASTM C-1107 GRADE C.
- FORMWORK SHALL BE DESIGNED AND CONSTRUCTED/INSTALLED IN ACCORDANCE WITH ACI 347, "GUIDE TO FORMWORK FOR CONCRETE"
- MEMBERS NOT TO BE LOADED UNTIL CONCRETE HAS REACHED ITS REQUIRED COMPRESSIVE STRENGTH.
- CONCRETE SHALL BE TESTED IN ACCORDANCE WITH SECTION 5.6 OF ACI 318-02 (EVALUATION AND ACCEPTANCE OF CONCRETE).
- ALL CONCRETE DEFECTS SHALL BE PROPERLY REPAIRED IMMEDIATELY IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF SECTION 5 OF ACI 301-LATEST EDITION.
- ELEVATED FLOOR SLABS ARE TO HAVE A CONSTANT FLOOR THICKNESS AS SHOWN ON THE DESIGN DRAWINGS. FLOOR THICKNESS IS NOT TO BE ADJUSTED IN THE FIELD TO PROVIDE LEVEL SLAB.
- ELEVATED SLABS ARE TO BE REINFORCED WITH WELDED WIRE FABRIC.
- ELEVATED SLABS ARE NOT TO HAVE SAWED CONTROL JOINTS.
- ADHESIVE ANCHORS SHALL BE HIT HY 150 MAX INJECTION ADHESIVE ANCHORING SYSTEM WITH 'HAS' STANDARD RODS BY HILTI FASTENING SYSTEMS OR APPROVED EQUAL. MINIMUM EMBEDMENT SHALL BE AS SPECIFIED BY THE MFG. UNLESS NOTED OTHERWISE ON THE ENGINEERING DRAWINGS.
- EXPANSION ANCHORS SHALL BE KWIK BOLT II WEDGE TYPE ANCHORS BY HILTI FASTENING OR APPROVED EQUAL. MINIMUM EMBEDMENT SHALL BE AS SPECIFIED BY THE MANUFACTURER UNLESS NOTED OTHERWISE ON THE ENGINEERING DRAWINGS.

B. MIX DESIGN SPECIFICATIONS

- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) AT 28 DAYS AS FOLLOWS:

COLUMN AND WALL FOOTINGS, EXTERIOR SLAB ON GRADE	f'c = 3000 PSI
INTERIOR SLAB ON GRADE	f'c = 4000 PSI
- CONCRETE IS TO BE NORMAL WEIGHT AND MADE WITH TYPE 1 PORTLAND CEMENT CONFORMING TO ASTM C150 SPECIFICATION, "STANDARD SPECIFICATION FOR PORTLAND CEMENT".
- CLASS F FLYASH IS TO BE LIMITED TO A MAXIMUM OF 20% OF TOTAL CEMENTITIOUS MATERIAL WEIGHT. FLYASH IS NOT PERMITTED FOR INTERIOR FLOOR SLABS.
- NO ADMIXTURES CONTAINING CALCIUM CHLORIDE SHALL BE PERMITTED IN ANY MIX DESIGN.
- A MID RANGE WATER REDUCING ADMIXTURE IN CONFORMANCE WITH ASTM C494 TYPE 'A' IS TO BE USED TO REDUCE WATER REQUIREMENTS. DOSAGE AMOUNT IS NOT TO EXCEED 6 OZ. PER 100 POUNDS OF CEMENTITIOUS MATERIAL.
- WATER/CEMENT RATIOS SHALL NOT EXCEED 0.6 FOR f'c=3000 PSI CONCRETE NOR 0.5 FOR f'c=4000 PSI CONCRETE
- MAXIMUM SLUMP SHALL BE 5".
- CONCRETE AGGREGATE GRADATION SHALL BE IN ACCORDANCE WITH ASTM C33. "SPECIFICATION FOR CONCRETE AGGREGATE".
 - COARSE AGGREGATE
COARSE AGGREGATE GRADATION SHALL HAVE A MINIMUM SIZE #57 STONE MIX PER ASTM C33. FOR 6" SLABS OR GREATER, LARGER COURSE AGGREGATE MIXES UP TO #467 ARE ACCEPTABLE TO MINIMIZE SHRINKAGE CRACKING.
 - FINE AGGREGATE
FINE AGGREGATE SHALL CONSIST OF NATURAL SAND OR A COMBINATION THEREOF, WITH A FINENESS MODULUS BETWEEN 2.3 AND 3.1.
FINE AGGREGATE CONTENT IS TO BE BETWEEN 35% AND 45% BY WEIGHT OR VOLUME OF THE TOTAL AGGREGATE CONTENT.
- CONCRETE MIX DESIGNS INCLUDING W/C RATIOS AND SLUMPS ARE TO BE PREPARED BY CONCRETE SUPPLIER AND SUBMITTED TO ENGINEER FOR APPROVAL A MINIMUM OF 14 DAYS PRIOR TO CONCRETE WORK COMMENCING. CONCRETE MIX DESIGNS ARE TO BE PROPORTIONED IN ACCORDANCE WITH SECTION 5.3 OR 5.4 OF ACI 318-02.
- ALL EXTERIOR CONCRETE IS TO HAVE 5 PERCENT AIR ENTRAINMENT IN ACCORDANCE WITH ASTM C260.

REINFORCING STEEL

- REINFORCING STEEL SHALL BE HIGH STRENGTH DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60, EXCEPT REINFORCING THAT IS TO BE WELDED SHALL CONFORM TO ASTM A706.
- WELDED WIRE MESH SHALL CONFORM TO ASTM A185 AND SHALL BE LAPPED ONE FULL MESH AT END SPLICES AND BE WIRED TOGETHER. MESH SHALL BE SUPPLIED IN SHEETS, NOT ROLLS AND BE INSTALLED ON CHAIRS.
- REINFORCING STEEL DETAILING, FABRICATION AND PLACING SHALL CONFORM TO THE FOLLOWING:
-C.R.S.I. "MANUAL OF STANDARD PRACTICE", LATEST EDITION
-A.C.I. 318-02 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE"
-ACI 315-99, "DETAILS AND DETAILING OF CONCRETE REINFORCING".
- BARS SPLICED BY NONCONTACT LAP SPLICES SHALL NOT BE SPACED TRANSVERSELY FARTHER APART THAN ONE-FIFTH THE REQUIRED LAP SPLICE LENGTH, NOR 6".
- REINFORCEMENT PROTECTION SHALL BE:

CONCRETE POURED AGAINST EARTH-----	3"
CONCRETE POURED IN FORMS EXPOSED TO WEATHER OR EARTH-----	2"
COLUMNS AND BEAMS (TIE BARS)-----	1 1/2"
SLABS AND WALLS NOT EXPOSED TO WEATHER-----	3/4"
- REINFORCING BARS SHALL NOT BE WELDED UNLESS OTHERWISE NOTED ON THE STRUCTURAL DRAWINGS. IF WELDING HAS BEEN NOTED ON THE STRUCTURAL DRAWINGS THOSE WELDS SHALL BE IN ACCORDANCE WITH THE 'STRUCTURAL WELDING CODE-REINFORCING STEEL' (AWS D1.4).

SLABS ON GRADE

- CONCRETE FLOOR SLAB ON GRADE CONSTRUCTION SHALL CONFORM TO ACI 302.1R96 "GUIDE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION". FLOOR IS TO BE A SINGLE COURSE, MONOLITHIC SLAB ON GRADE.
- FLOOR SLABS ARE TO BE PLACED OVER COMPACTED EARTH BASE OR CRUSHED STONE BASE, AS NOTED ON THE SLAB PLAN. SUB-GRADE FOR SLAB SHALL BE COMPACTED AND TESTED AND HAVE A MAXIMUM ELEVATION DIFFERENCE OF PLUS OR MINUS 1/10 OF A FOOT.
- CRUSHED STONE BASE IS TO BE TYPE 1, GRADATION C, IN CONFORMANCE WITH ASTM D 1241-68 STANDARD SPECIFICATION FOR MATERIALS FOR SOIL-AGGREGATE SUBBASE, BASE AND SURFACE COURSES.
- IN ORDER TO MINIMIZE PLASTIC SHRINKAGE CRACKS IN THE FLOOR SLAB, CONCRETE IS NOT TO BE PLACED WHEN THE EVAPORATION RATE OF WATER IS GREATER THAN 0.2 POUNDS PER SQUARE FOOT SURFACE AREA PER HOUR UNLESS MEASURES ARE TAKEN TO COMPENSATE FOR THE HIGH RATE OF EVAPORATION AS DESCRIBED IN ACI 305-99. EVAPORATION RATES GREATER THAN 0.2 LB/SF/HR TYPICALLY OCCUR WHEN THE AIR TEMPERATURE IS GREATER THAN 90°F, RELATIVE HUMIDITY IS 80% OR LESS, AND WIND VELOCITY IS 10 MPH OR GREATER.
- THE FOLLOWING INFORMATION IS TO BE RECORDED BY THE GENERAL CONTRACTOR DURING PLACEMENT OF THE SLAB CONCRETE AND SENT TO THE ENGINEER OF RECORD:

- AIR TEMPERATURE	- CONCRETE TEMPERATURE IN ACCORDANCE WITH ASTM C1064.
- WEATHER CONDITIONS	- RELATIVE HUMIDITY
- WIND SPEED	- EVAPORATIVE RATE OF WATER
- CONCRETE SLUMP	
- FLOOR SLAB IS TO HAVE APPROPRIATELY SPACED CONSTRUCTION AND CONTROL JOINTS.
- ISOLATION JOINTS SHALL BE AS SHOWN ON DRAWING AND FILLED WITH POLYURETHANE JOINT FILLER UNO BY ARCHITECT.
- FLOOR SLAB AREAS ARE TO RECEIVE (2) COATS OF 30% SOLIDS ACRYLIC CURE AND SEAL. (NOX-CRETE CURE & SEAL 300E AS MFG. BY NOX-CRETE, INC.) OR EQUAL, CONFORMING TO ASTM C309. APPLICATION IS TO CONFORM TO MANUFACTURER'S SPECIFICATIONS. FIRST COAT IS FOR CURING, SECOND COAT IS FOR SEALING AND DUST PROOFING AFTER BUILDING CONSTRUCTION COMPLETION.

GENERAL MASONRY NOTES:

- MASONRY CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE 'BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES' (ACI 530-99/ASCE 5-99) AND THE 'SPECIFICATIONS FOR MASONRY STRUCTURES' (ACI 530.1-99/ASCE 6-99).
- MATERIALS:
 - WATER SHALL BE CLEAN AND FREE FROM INJURIOUS AMOUNTS OF OILS, ACIDS, ALKALIS, ORGANIC MATERIALS, OR OTHER DELETERIOUS SUBSTANCES.
 - AGGREGATE FOR MORTAR SHALL CONFORM TO THE STANDARD SPECIFICATION FOR MASONRY MORTAR AGGREGATE (ASTM C144)
 - MORTAR SHALL BE TYPE "S" AND CONFORM TO THE REQUIREMENTS OF ASTM STANDARD SPECIFICATIONS FOR UNIT MASONRY MORTAR (ASTM C270).
 - BRICK UNITS SHALL CONFORM TO A.S.T.M. SPECIFICATION C216 FACING BRICK) SOLID MASONRY UNITS MADE FROM CLAY OR SHALE) SEE ARCH FOR BRICK SIZE AND SPECIFICATION
 - CONCRETE MASONRY UNITS(CMU) SHALL BE NORMAL WEIGHT UNITS CONFORMING TO ASTM C90, TYPE I, TWO CELL. CONCRETE MASONRY NET AREA UNIT STRENGTH SHALL BE NO LESS THAN 1900 PSI IN ACCORDANCE WITH ASTM C140. DESIGN COMPRESSIVE STRENGTH OF MASONRY, f'm=1500 PSI. MATERIAL SUPPLIER TO SUBMIT ASTM C 1314 TEST REPORT VERIFYING COMPRESSIVE STRENGTH OF MASONRY
 - ALL HORIZONTAL JOINT REINFORCING SHALL BE GALVANIZED, LADDER TYPE MASONRY REINFORCING WITH 9 GAGE WIRE AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM STANDARD SPECIFICATIONS FOR COLD DRAWN STEEL WIRE FOR CONCRETE REINFORCEMENT (ASTM C82).
 - REINFORCING STEEL SHALL BE HIGH STRENGTH DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60.
- MASONRY MATERIALS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR AGAINST GROUNDWATER AND RAIN PRIOR TO AND DURING CONSTRUCTION OF THE WALLS.
- MASONRY SHALL BE LAID IN RUNNING BOND PATTERN (U.N.O.), MORTAR SHALL BE TROWELLED ON FULL SHELL. TOP AND ENDS WITH UNIT SHOVED INTO PLACE AND ALIGNED. MORTAR JOINTS ON EACH SIDE TO BE STRUCK CLEAN WITH THE EXTERIOR JOINTS TOOLED WITH A CONCAVE JOINTER. AIR SPACE IS TO BE FREE OF MORTAR BETWEEN SHEATHING AND MASONRY.
- THRU-WALL FLASHING SHALL BE 20 MIL P.V.C. CONFORMING TO A.S.T.M. D822 AND PROVIDED AT FLOOR LINE AND ABOVE ALL OPENINGS WITH WEEP HOLES AT 24" ON CENTER. WEEP HOLES TO BE MADE BY OMITTING MORTAR IN HEAD JOINTS.
- VERTICAL CONTROL JOINTS IN CONCRETE MASONRY CONSTRUCTION SHALL BE PLACED AT THE FOLLOWING LOCATIONS:
 - MAXIMUM SPACING OF 20'-0"
 - ALL ABRUPT CHANGES IN WALL HEIGHT
 - ALL CHANGES IN WALL THICKNESS, SUCH AS PIPE AND DUCT CHASES AND ADJACENT TO COLUMNS OR PILASTERS
 - CENTERED ABOVE JOINTS IN FOUNDATIONS AND FLOORS
 - CENTERED BELOW JOINTS IN ROOFS AND FLOORS THAT BEAR ON CMU WALLS
 - AT WALL INTERSECTIONS, CORNERS, OR CHANGES IN WALL DIRECTION
 - AT THE END OF LINTELS AND SILLS ON ONE SIDE OF WALL OPENINGS SIX FEET OR LESS IN WIDTH AND AT BOTH SIDES OF LINTELS AND SILLS WHERE WALL OPENINGS ARE MORE THAN SIX FEET WIDE, UNLESS BOND BEAMS OR EQUIVALENT JOINT REINFORCEMENT IS PLACED @ THE TOP AND BOTTOM OF OPENING.
 - AT EXPANSION JOINTS IN BRICK VENEER WHERE CMU IS USED AS BACKUP.

JOINT IS TO BE FILLED WITH 3/8" - 1/2" NEOPRENE MATERIAL CONFORMING TO ASTM D1056 CLASS RE41 AND SEALED AT EXTERIOR USING CLOSED CELL POLYETHYLENE BACKER ROD (NMC GREEN-ROD OR EQUAL) AND POLYURETHANE SEALANT CONFORMING TO ASTM C 920 (SONNEBORN NP 1 OR EQUAL). COORDINATE W/ ARCHITECTURAL DRAWINGS.

- EXPANSION JOINTS IN BRICK MASONRY SHALL BE PLACED AT THE FOLLOWING LOCATIONS:
 - AT APPROX. 20'-0" INTERVALS IN EXTERIOR WALLS NOT INTERRUPTED BY OPENINGS.
 - AT APPROX. 12'-0" INTERVALS IN PARAPET WALLS WHERE THERE IS BRICK ON EACH SIDE OF PARAPET
 - AT OFFSETS, JUNCTIONS, AND CORNERS
 - AT WINDOW JAMBS, PUNCHED WINDOW OPENINGS, AND JAMBS OF COLUMN COVERS OR PIERS IN VENEER.
 - VERTICAL JOINTS AT ALL INSIDE CORNERS
 - ABOVE JOINTS IN FOUNDATIONS AND FLOORS THAT SUPPORT VENEER
 - BELOW JOINTS IN ROOFS AND FLOORS THAT BEAR ON THE WALL.
- JOINT IS TO BE FILLED WITH 3/8" - 1/2" NEOPRENE MATERIAL CONFORMING TO ASTM D1056 CLASS RE41 AND SEALED AT EXTERIOR USING CLOSED CELL POLYETHYLENE BACKER ROD (NMC GREEN-ROD OR EQUAL) AND POLYURETHANE SEALANT CONFORMING TO ASTM C 920 (SONNEBORN NP 1 OR EQUAL). COORDINATE LOCATION W/ ARCHITECTURAL DRAWINGS.
- MASONRY VENEER TO BE ATTACHED TO STUDS USING CORROSION RESISTANT 2 PIECE ADJUSTABLE METAL TIES, 3/16" DIAMETER MINIMUM, LOCATED 16" ON CENTER HORIZONTALLY AND 16" ON CENTER VERTICALLY. TIES TO SCREW TO STUDS. TIES TO EMBED INTO MASONRY 2" MINIMUM.
- GROUT FOR REINFORCED MASONRY:
 - GROUT TO COMPLY WITH ASTM C-476
 - FINE GROUT PROPORTIONS:

1 PART PORTLAND CEMENT	
0 TO 0.1 PART HYDRATED LIME	
2 1/4 TO 3 PART SAND	
 - SLUMP TO BE 8" FOR MASONRY UNITS WITH LOW ABSORPTION AND 10" FOR MASONRY UNITS WITH HIGH ABSORPTION.
 - COMPRESSIVE STRENGTH OF GROUT AT 28 DAYS TO BE 2500 PSI.
- ALL BOND BEAMS SHALL BE FILLED W/ GROUT AND REINFORCED AS INDICATED ON THE DRAWINGS. MORTAR FILL IS NOT PERMITTED.
- VERTICAL REINFORCING SHALL BE CENTERED IN MASONRY (UNO) AND SHALL BE HELD IN POSITION TOP AND BOTTOM AND AT INTERVALS NOT EXCEEDING 4'-0" OC.
- SEE "MINIMUM SEISMIC REINFORCING IN CMU WALL" FOR SEISMIC REINFORCEMENT REQUIREMENTS. THIS REINFORCING IS IN ADDITION TO THAT SHOWN ELSEWHERE ON THE DRAWINGS.
- BARS EMBEDDED INTO GROUT ARE TO HAVE A MINIMUM EMBEDMENT LENGTH OF 36 X BAR DIAMETER.
- MINIMUM LENGTH OF LAP SPLICE FOR BARS IN GROUT IS 48 X BAR DIAMETER.
- REINFORCING SHALL BE SECURELY TIED INTO PROPER LOCATION WITHIN CELL PRIOR TO FILLING WITH GROUT.
- GROUT SHALL BE FILLED INTO REQUIRED CELLS IN LIFTS NOT EXCEEDING 4'-0".
- GROUT FILL ALL CELLS BELOW GRADE.
- GROUT SHALL BE CONSOLIDATED AT PLACEMENT AND AGAIN AFTER INITIAL WATER LOSS AND SETTLEMENT HAS OCCURRED.
- GROUTING SHALL BE STOPPED 1-1/2" BELOW THE TOP OF A COURSE TO FORM A KEY JOINT.
- GROUTING OF MASONRY BOND BEAM OR LINTELS SHALL BE DONE IN ONE CONTINUOUS OPERATION.
- TYPICAL CMU VERTICAL WALL REINFORCING TO BE #5 @16" O.C. AND HORIZONTAL REINFORCING SHALL BE 9 GAGE JOINT REINFORCEMENT AT 16" O.C. UNLESS MORE STRINGENT REINFORCING IS SHOWN OTHERWISE ON DRAWINGS.

GENERAL WOOD NOTES:

- LUMBER GRADES BASED ON 1997 SOUTHERN PINE INSPECTION BUREAU (SPIB) GRADING RULES CONFORMING TO U.S. DEPT. OF COMMERCE VOLUNTARY PRODUCT STANDARD PS 20-70 (AMERICAN SOFTWOOD LUMBER STANDARD).
- ALL WOOD FRAMING SHALL BE SOUTHERN PINE, GRADE 2, KILN DRIED WITH A 19% MAXIMUM MOISTURE CONTENT UNO.
- ALL LUMBER DIMENSIONS SHOWN ON DRAWINGS ARE NOMINAL.
- PRESSURE TREATED LUMBER SHALL CONFORM TO THE AMERICAN WOOD PRESERVER'S ASSOCIATION (AWPA) STANDARDS WITH 0.25 POUNDS PER CUBIC FOOT OF CHROMATED COPPER ARSENATE (CCA). ALL PRESSURE TREATED LUMBER CONNECTORS SHALL BE GALVANIZED.
- LUMBER SHALL BE UNLOADED IN A DRY PLACE, NOT IN CONTACT WITH GROUND. LUMBER STORED IN OPEN AREA SHOULD BE ELEVATED ON STRINGERS TO ALLOW AIR CIRCULATION AND COVERED WITH MATERIAL THAT WILL GIVE PROTECTION FROM THE ELEMENTS BUT POROUS ENOUGH FOR MOISTURE TO ESCAPE. FRAMING LUMBER SHOULD BE ENCLOSED AND UNDER ROOF AS SOON AS POSSIBLE FOR PROTECTION FROM THE ELEMENTS.
- ALL PLYWOOD SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF U.S. PRODUCT STD PS-1 OR APA PRP-108 PERFORMANCE STANDARDS AND IDENTIFIED WITH APPROPRIATE TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION (APA).
- ROOF SHEATHING SHALL BE 19/32" THICK, APA RATED EXPOSURE 1. PANELS SHALL BE INSTALLED WITH THE LONG DIMENSION OR STRENGTH AXIS OF THE PANEL ACROSS SUPPORTS WITH PANEL CONTINUOUS OVER TWO OR MORE SUPPORTS. ALLOW 1/8" SPACING AT PANEL ENDS AND EDGES USING GALVANIZED PANEL CLIPS. STAGGER ENDS OF PANELS. NAIL TO RAFTERS OR WOOD TRUSS TOP CHORDS 6" ON CENTER ALONG SUPPORTED EDGES AND 12" ON CENTER AT INTERMEDIATE SUPPORTS USING GALVANIZED 8d NAILS.
- SOFFIT SHEATHING SHALL BE 7/16" THICK, APA RATED A-C EXTERIOR.
- EXTERIOR WALL SHEATHING SHALL BE 7/16" THICK, APA RATED EXPOSURE 1. ATTACH TO WALL STUDS USING #8 SCREWS @ 4" ON CENTER AT EDGES AND 12" ON CENTER AT INTERMEDIATE SUPPORTS
- PREFABRICATED ROOF AND FLOOR TRUSSES TO BE DESIGNED PER MANUFACTURER BY A PROFESSIONAL ENGINEER REGISTERED IN THE PROJECT LOCATION, USING THE LOADS SHOWN. TRUSSES ARE TO BE METAL PLATE CONNECTED AND DESIGNED AND FABRICATED PER TRUSS PL INSTITUTE SPECIFICATIONS (TPI) AND THE WOOD TRUSS COUNCIL OF AMERICA. TRUSSES ARE TO TEMPORARILY BRACED DURING ERECTION UNTIL ROOF SHEATHING AND BOTTOM CHORD BRACING IN PLACE. TRUSSES ARE TO BE BRACED PER TPI SPECIFICATIONS. TRUSS FABRICATOR TO SUBM APPROVAL DRAWINGS TO ENGINEER PRIOR TO CONSTRUCTION
- UNLESS NOTED OTHERWISE, WOOD FRAMING FASTENING IS TO BE INSTALLED PER TABLE 2304.1 FASTENING SCHEDULE OF THE N.C. STATE BUILDING CODE, 2018 EDITION.
- WALL STUDS SHALL BE CAPPED WITH DOUBLE TOP PLATES TO PROVIDE OVERLAPPING AT CORNERS AND INTERSECTIONS.
- LVL MEMBERS SHALL BE 1.9E MICROLAM AS MANUFACTURED BY TRUS JOIST MACMILLAN, OR APPROVED EQUIVALENT WITH ALLOWABLE STRESS AS LISTED BELOW:

A.	Fb, EXTREME FIBER IN BENDING-----	2600 psi
B.	Fv, HORIZONTAL SHEAR-----	285 psi
C.	Fc, COMP. PERPENDICULAR TO GRAIN-----	750 psi
D.	Fc, COMP. PARALLEL TO GRAIN-----	2310 psi
E.	E, MODULUS OF ELASTICITY-----	1,900,000 psi
- 8X8 POSTS SHALL HAVE ALLOWABLE STRESS AS LISTED BELOW:

A.	Fb, EXTREME FIBER IN BENDING-----	2100 psi
B.	Fv, HORIZONTAL SHEAR-----	165 psi
C.	Fc, COMP. PERPENDICULAR TO GRAIN-----	440 psi
D.	Fc, COMP. PARALLEL TO GRAIN-----	1300 psi
E.	E, MODULUS OF ELASTICITY-----	1,600,000 psi

LAG SCREWS AND BOLTS INTO WOOD:

- BENDING YIELD STRENGTH Fyb TO BE 45,000 PSI MIN. FOR LAG SCREWS AND BOLTS INTO WOOD.
- THE CLEARANCE HOLE FOR THE LAG SCREW SHANK (UNTHREADED PORTION OF SCREW) SHALL HAVE THE SAME DIAMETER, AND THE SAME DEPTH AS SHANK.
- LEAD HOLE (PILOT HOLE) FOR THE THREADED PORTION OF LAG SCREWS SHALL HAVE THE FOLLOWING DIAMETERS:

SPRUCE PINE FIR MATERIAL	40%-70% OF THE SHANK DIAMETER.
SOUTHERN YELLOW PINE MATERIAL	60%-75% OF THE SHANK DIAMETER
LAMINATED VENEER LUMBER	60%-75% OF THE SHANK DIAMETER
- LEAD HOLE FOR LAG SCREWS SHALL BE AT LEAST THE LENGTH OF THE THREADED PORTION OF THE SCREW
- THE THREADED PORTION OF THE LAG SCREW SHALL BE INSERTED INTO LEAD HOLE BY TURNING WITH A WRENCH NOT BY DRIVING WITH A HAMMER.
- HOLE FOR BOLTS SHALL BE A MINIMUM OF 1/32" TO A MAXIMUM OF 1/16" LARGER THAN THE BOLT DIAMETER.
- BOLTS SHALL NOT BE FORCIBLY DRIVEN INTO MEMBERS
- A STANDARD CUT WASHER OR METAL PLATE OF EQUAL OR GREATER DIMENSIONS SHALL BE PROVIDED BETWEEN THE WOOD AND THE BOLT HEAD OR NUT.

APPENDIX B CODE SUMMARY
2018 NC BUILDING CODE

STRUCTURAL DESIGN

DESIGN LOADS:

Importance Factors:	Snow (Is)	1.0
	Seismic (Is)	1.0
Live Loads:	Roof	20 psf
	Mezzanine	psf
	Floor	100 psf
Ground Snow Load:	10	psf
Wind Load:	Basic Wind Speed	115 mph (ASCE-7)
	Exposure Category	C

SEISMIC DESIGN CATEGORY: ☐ A ☐ B ☒ C ☐ D

Provide the following Seismic Design Parameters:

Risk Category (Table 1604.5)	☐ I ☒ II ☐ III ☐ IV
Spectral Response Acceleration	Ss _____ %g S1 _____ %g
Site Classification (ASCE 7)	☐ A ☐ B ☐ C ☒ D ☐ E ☐ F
Data Source:	☐ Field Test ☒ Presumptive ☐ Historical Data
Basic structural system	☒ Bearing Wall ☐ Dual w/Special Moment Frame ☐ Building Frame ☐ Dual w/Intermediate R/C or Special Steel ☐ Moment Frame ☐ Inverted Pendulum
Analysis Procedure:	☐ Simplified ☒ Equivalent Lateral Force ☐ Dynamic
Architectural, Mechanical, Components anchored?	☐ Yes ☒ No

LATERAL DESIGN CONTROL: Earthquake ☐ Wind ☒

SOIL BEARING CAPACITIES:

Field Test (provide copy of test report)	_____ psf
Presumptive Bearing capacity	2,000 psf
PILE size, type, and capacity	_____

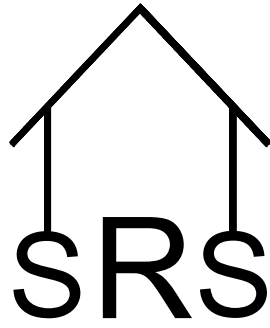


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TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

GENERAL NOTES

COMM. NO. 21-80

DATE 9-7-21

REVISIONS

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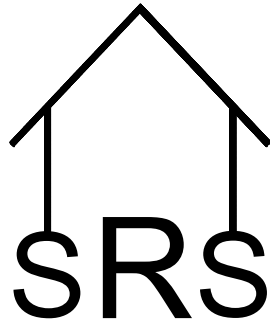
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TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

BUILDING 1
FOUNDATION PLAN

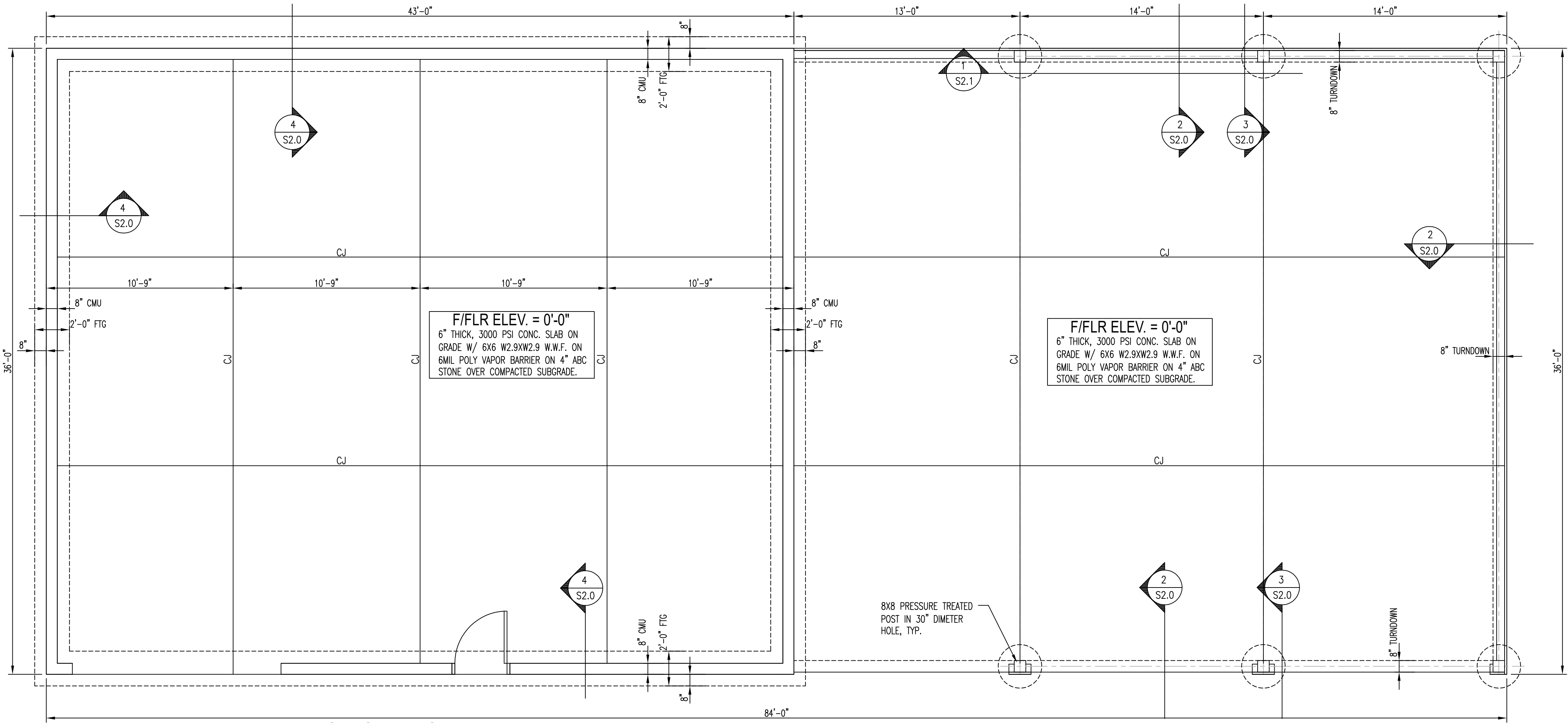
COMM. NO. 21-80

DATE 9-7-21

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OF
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BUILDING 1 FOUNDATION PLAN

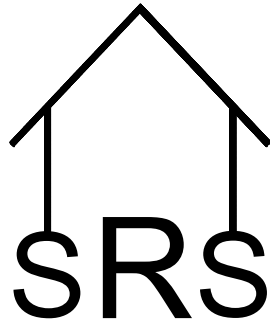
SCALE: 1/4"=1'-0"



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TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

BUILDING 1
ROOF FRAMING PLAN

COMM. NO. 21-80

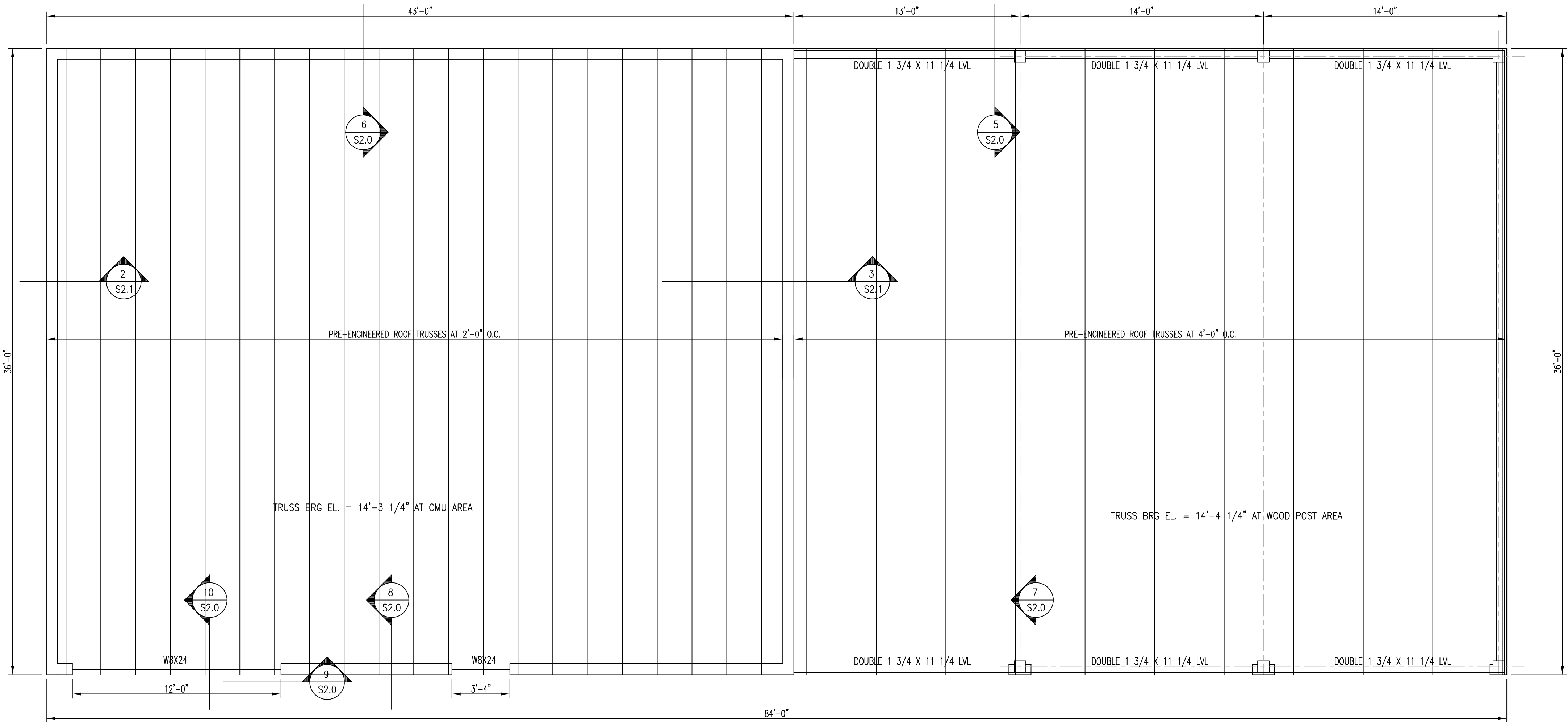
DATE 9-7-21

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SHEET

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OF
8



BUILDING 1 ROOF FRAMING PLAN
SCALE: 1/4"=1'-0"

DESIGN LOADS		
DEAD LOAD	(TOP CHORD)	10 PSF
DEAD LOAD	(BOTTOM CHORD)	5 PSF
LIVE LOAD		20 PSF
WIND LOAD	(NET UPLIFT)	-10 PSF

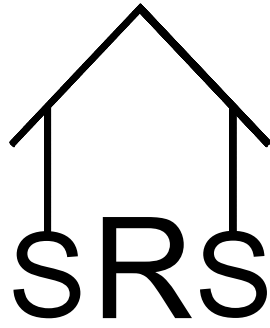


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TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

BUILDING 2
FOUNDATION PLAN

COMM. NO. 21-80

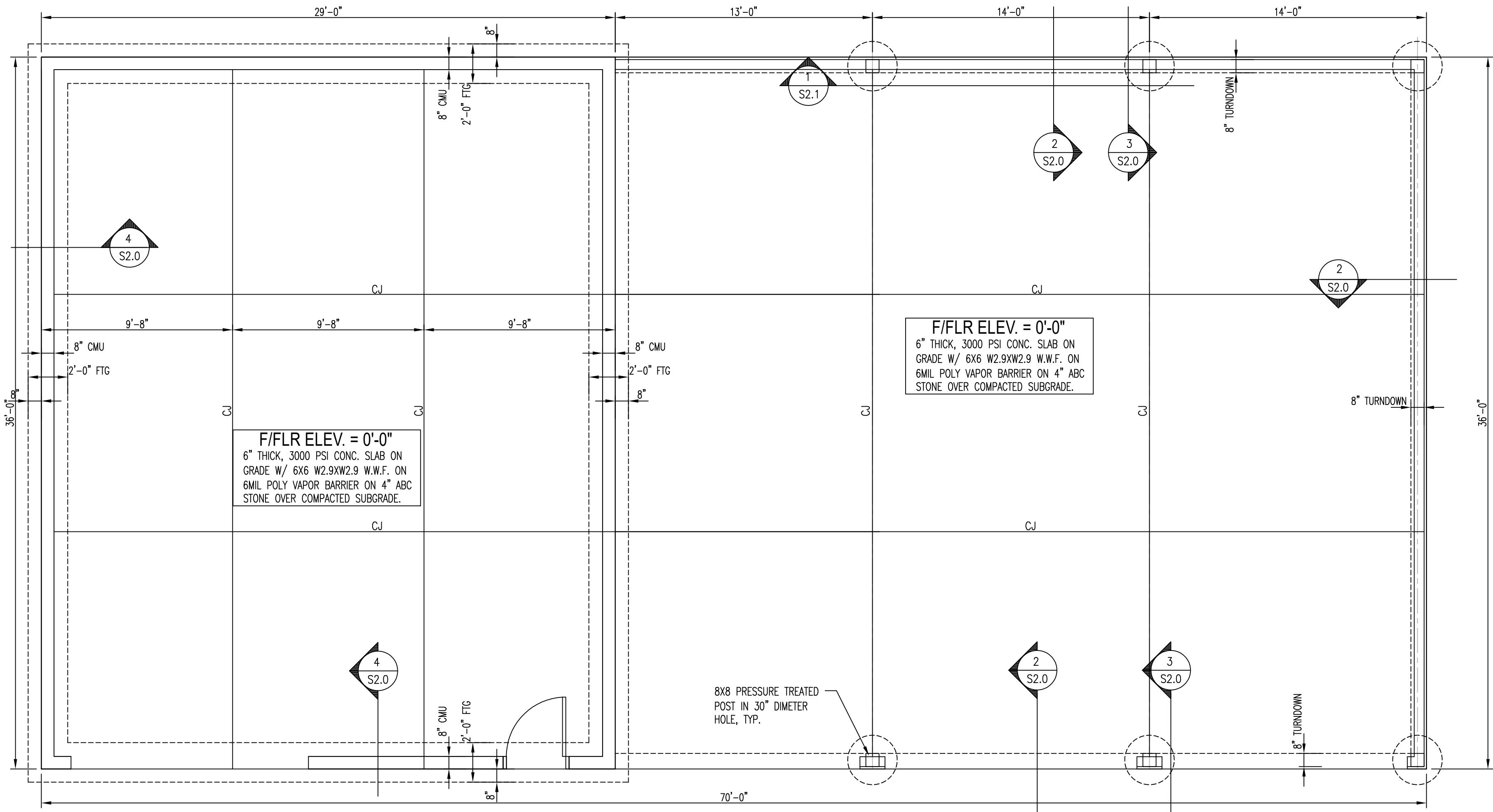
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BUILDING 2 FOUNDATION PLAN

SCALE: 1/4"=1'-0"



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TWO NEW POLE BUILDINGS FOR
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412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

BUILDING 2
ROOF FRAMING PLAN

COMM. NO. 21-80

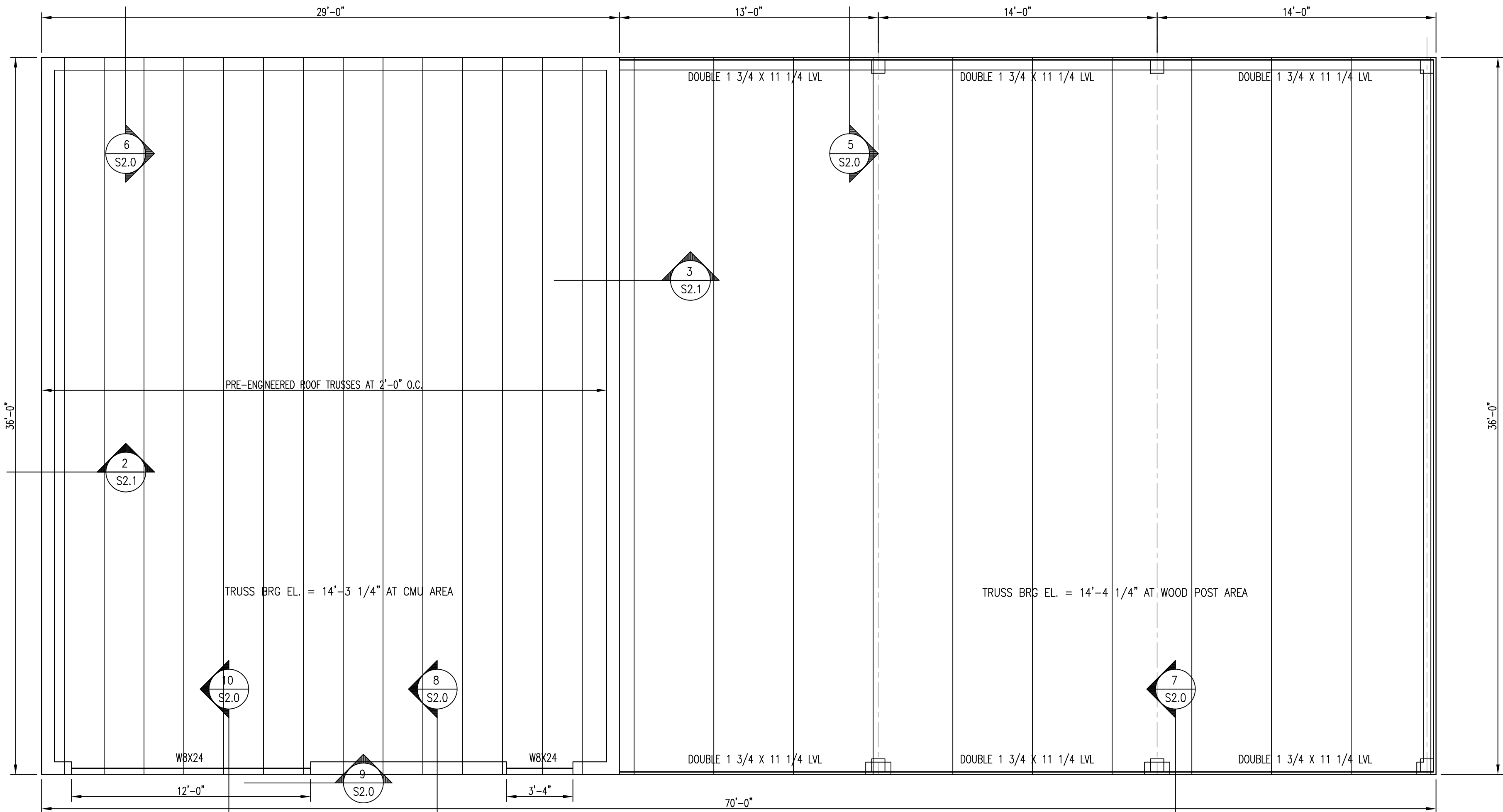
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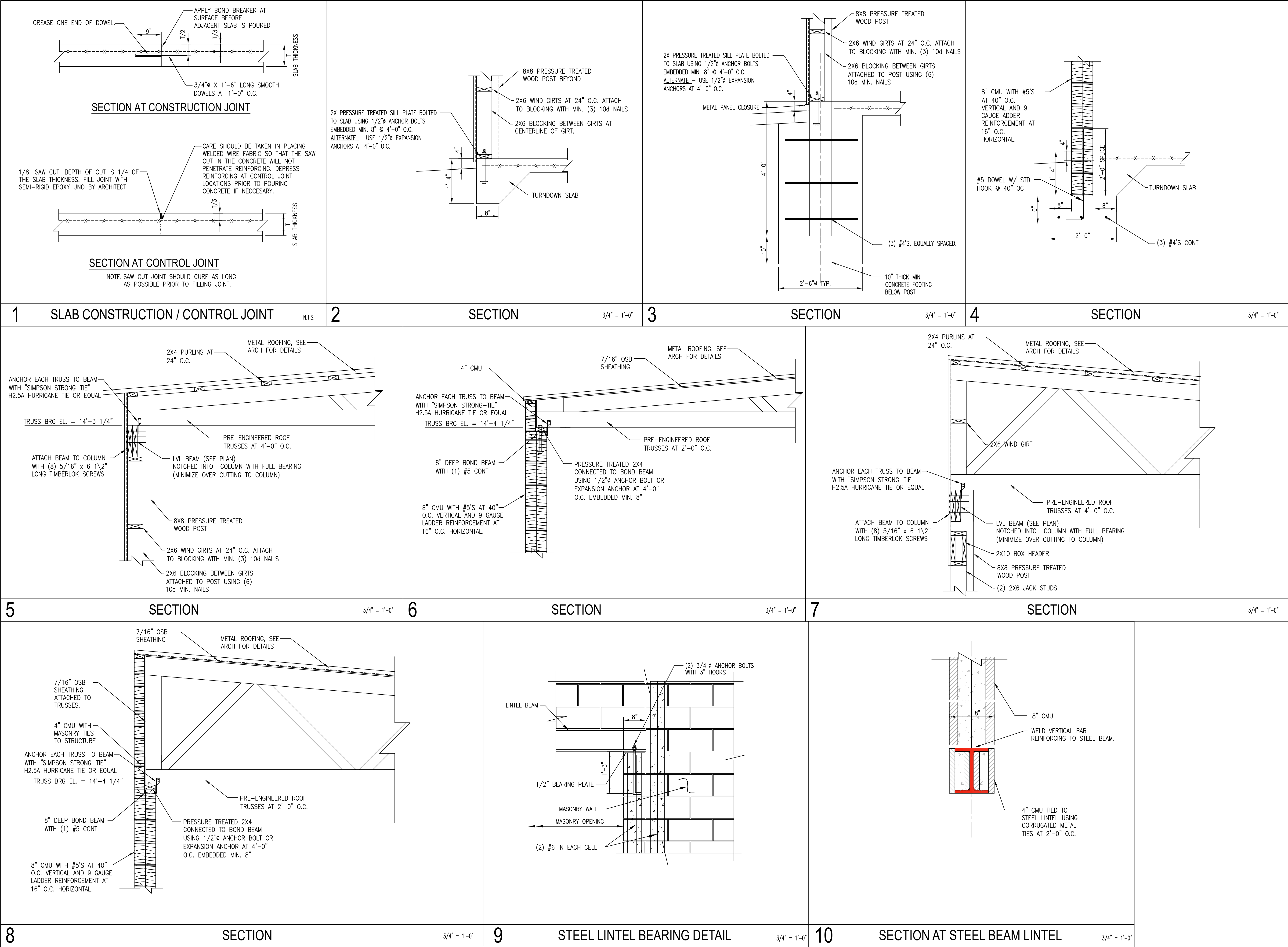
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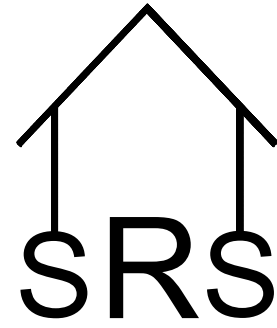
BUILDING 2 ROOF FRAMING PLAN
SCALE: 1/4"=1'-0"

DESIGN LOADS	
DEAD LOAD (TOP CHORD)	10' PSF
DEAD LOAD (BOTTOM CHORD)	5' PSF
LIVE LOAD	20' PSF
WIND LOAD (NET UPLIFT)	-10' PSF



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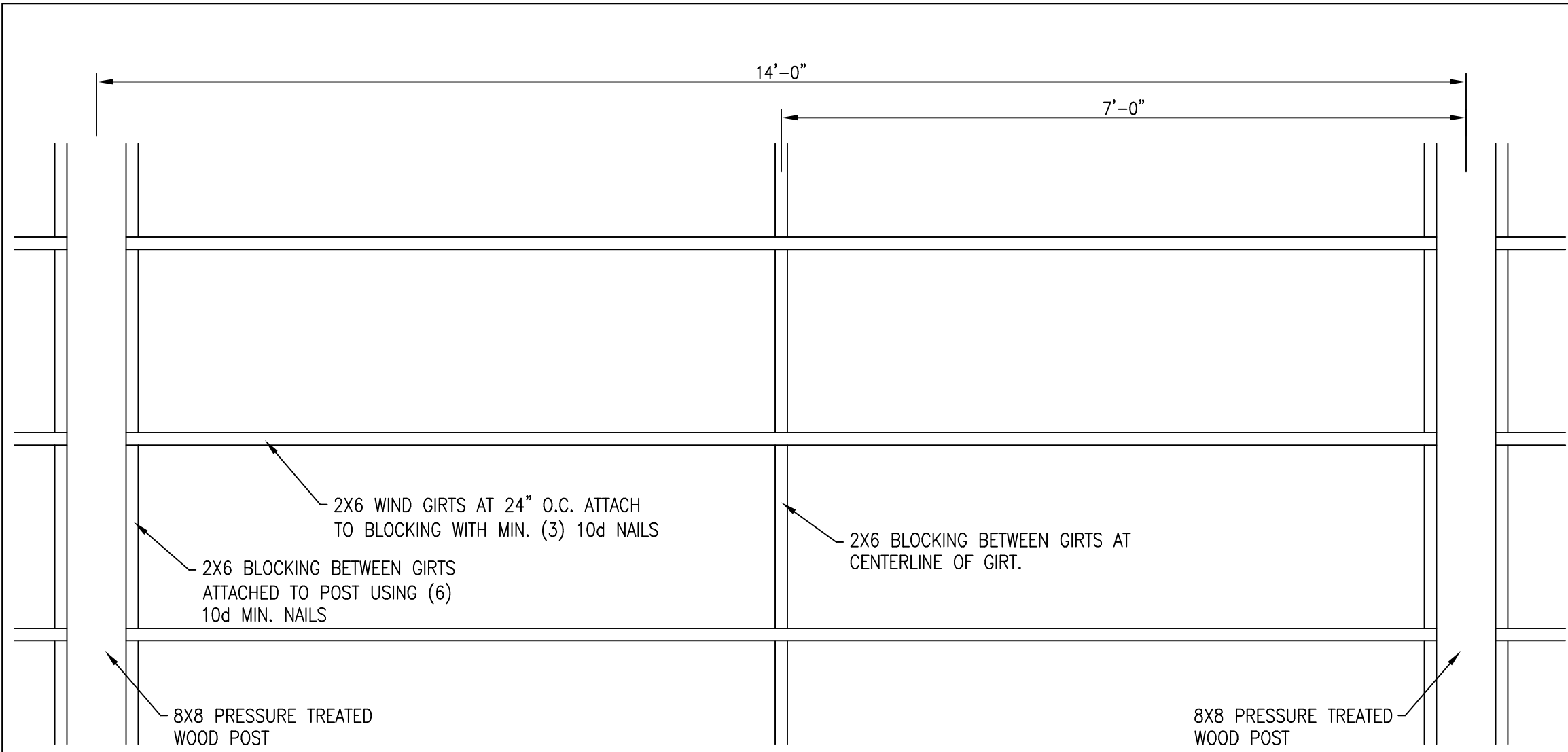
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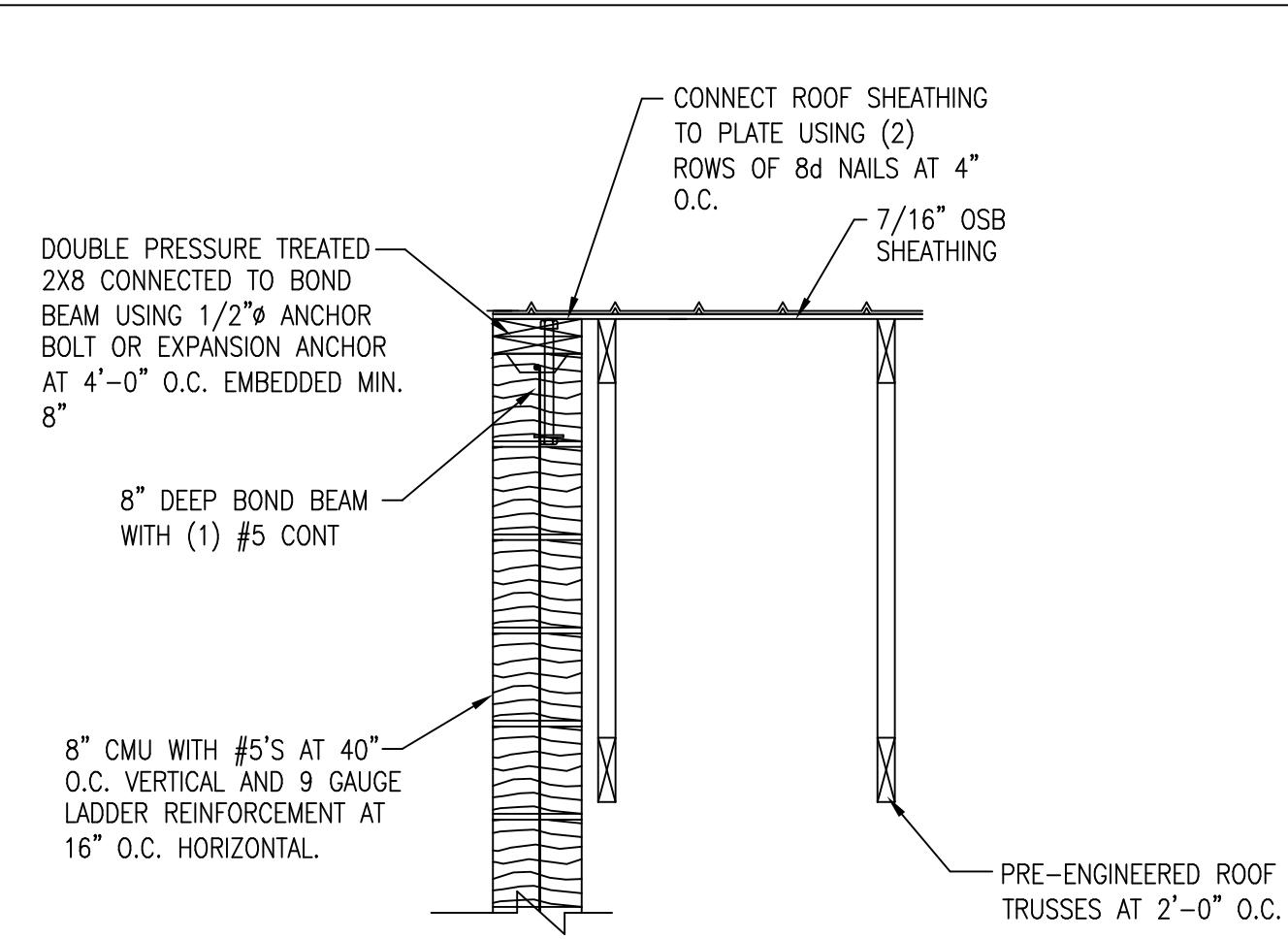
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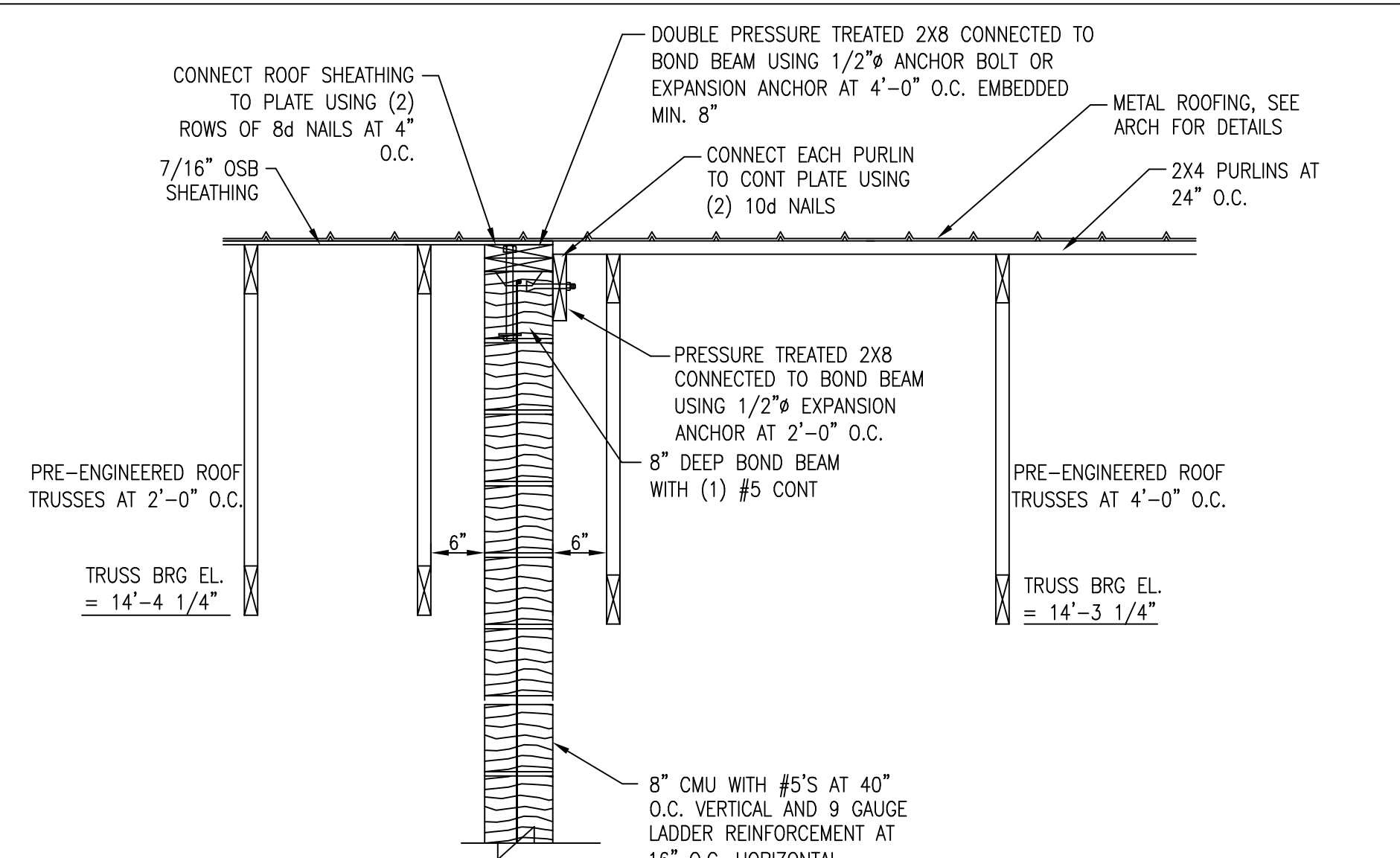
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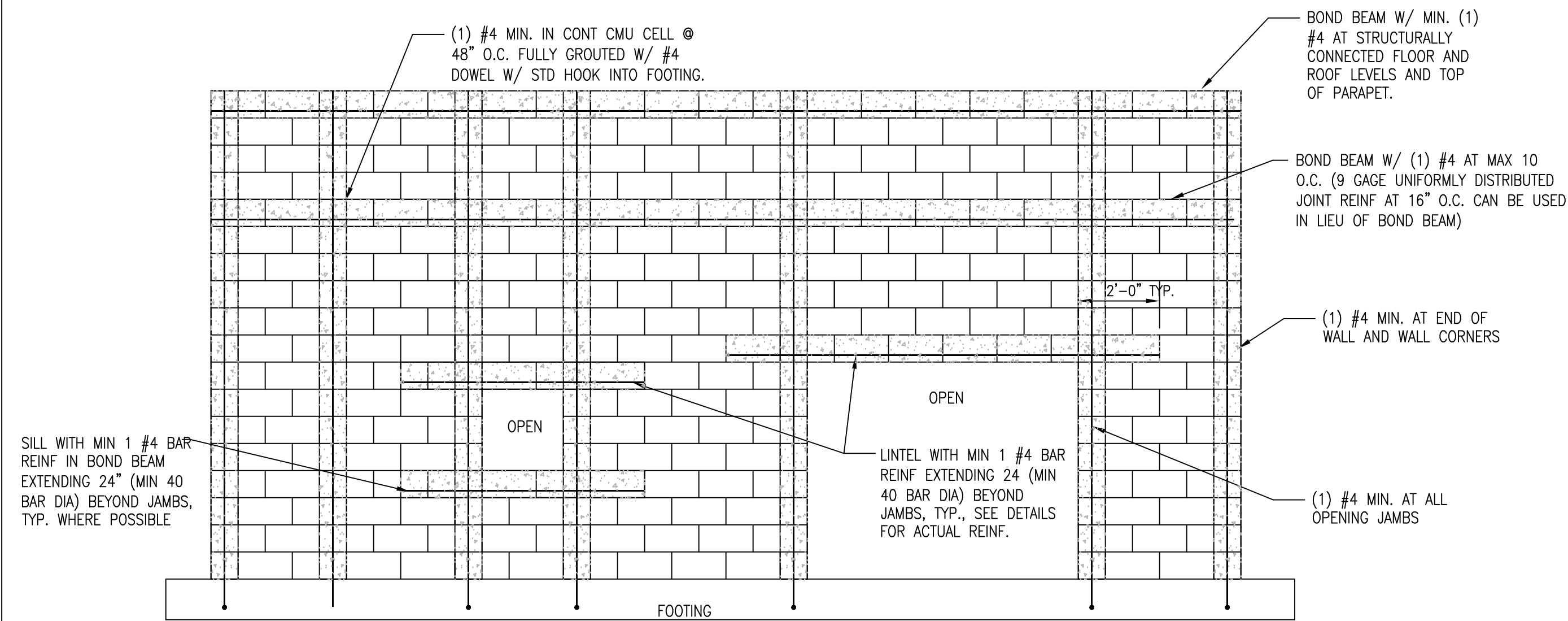
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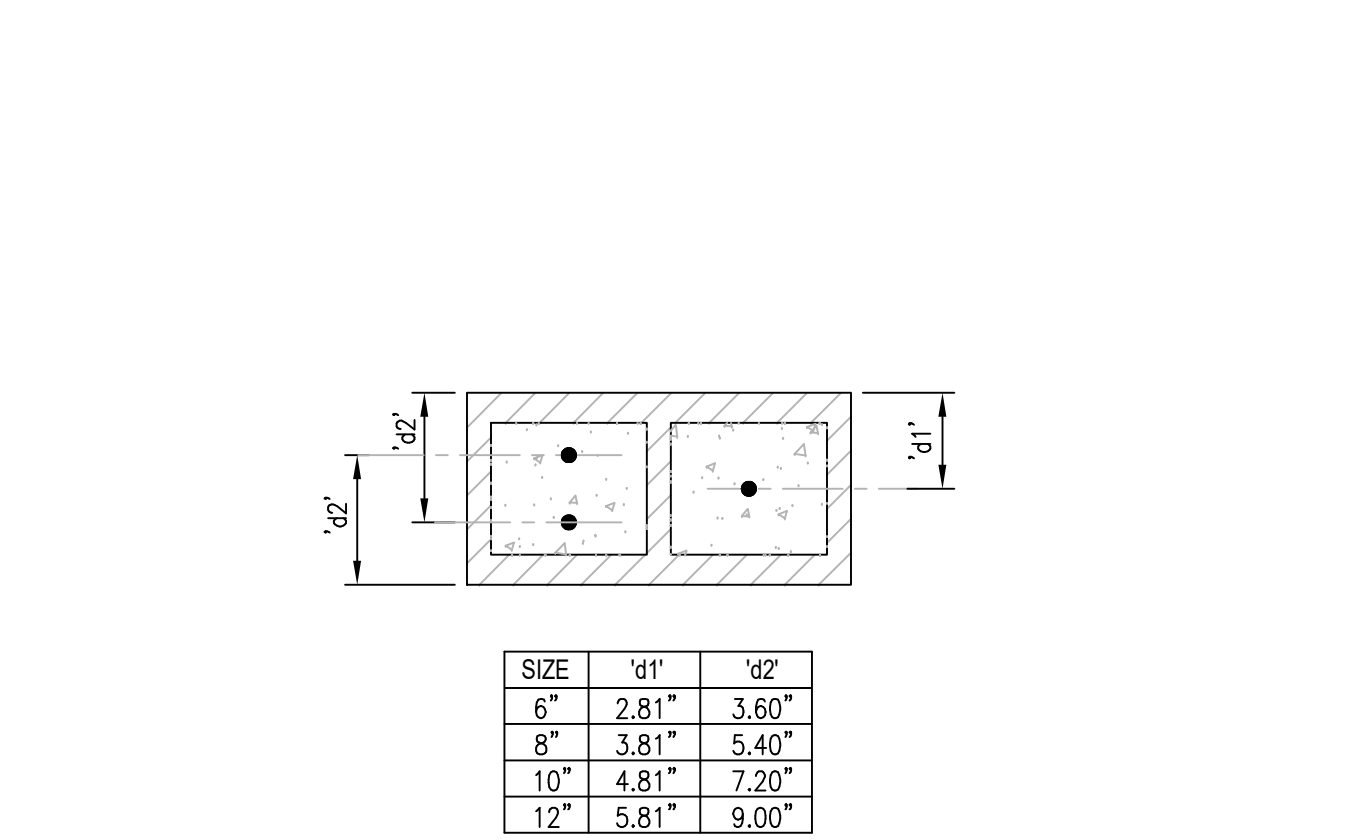
2 SECTION 3/4" = 1'-0"



3 SECTION 3/4" = 1'-0"



4 MINIMUM SEISMIC REINFORCEMENT - (SEISMIC DESIGN CATEGORY C) 3/4" = 1'-0"

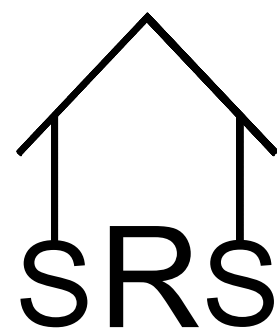


5 REBAR PLACEMENT DETAIL 3/4" = 1'-0"



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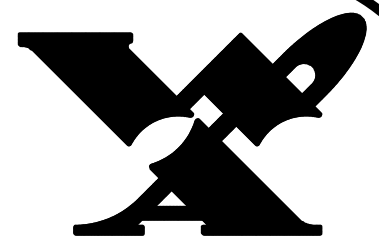
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TWO NEW POLE BUILDINGS FOR
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DETAILS SHEET 2	
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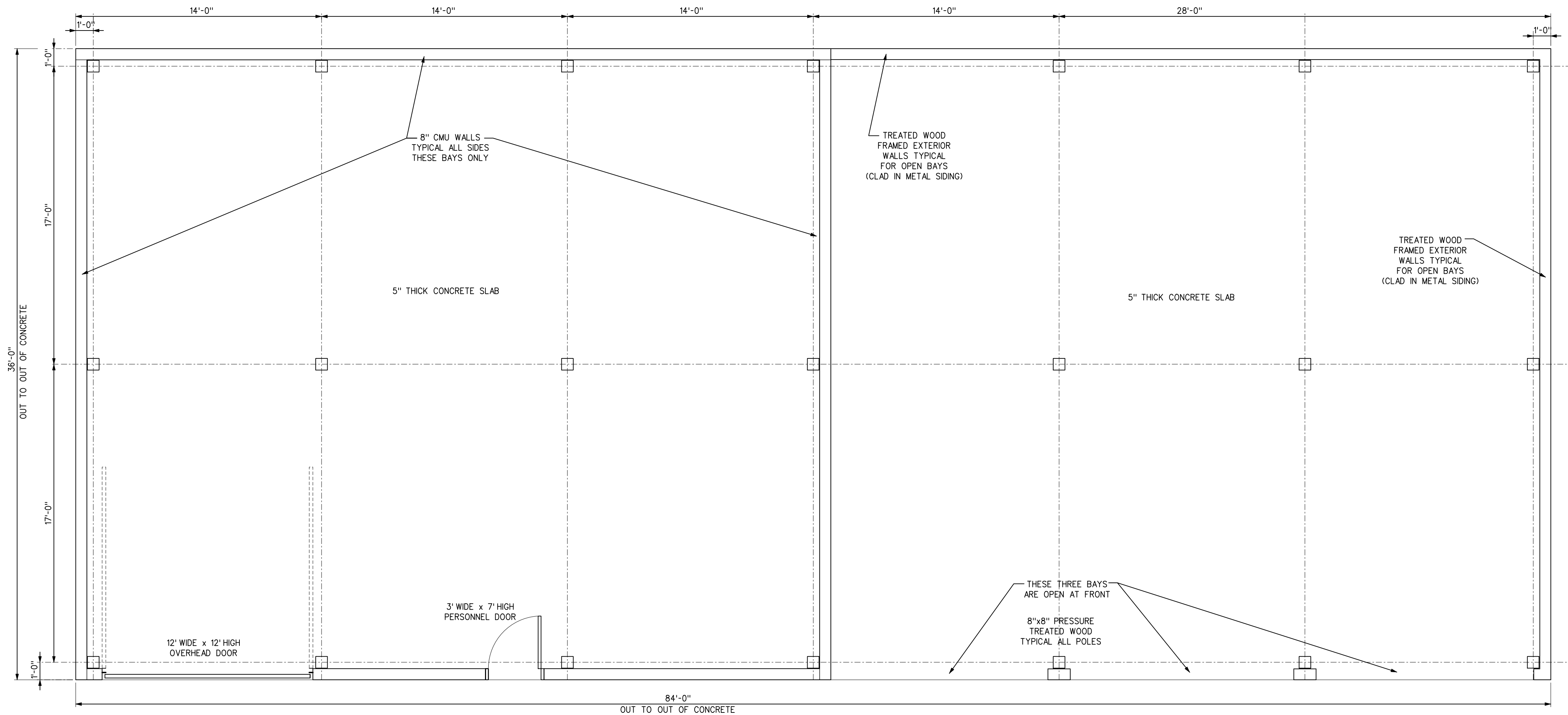
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TITLE

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HUNTERSVILLE, NC

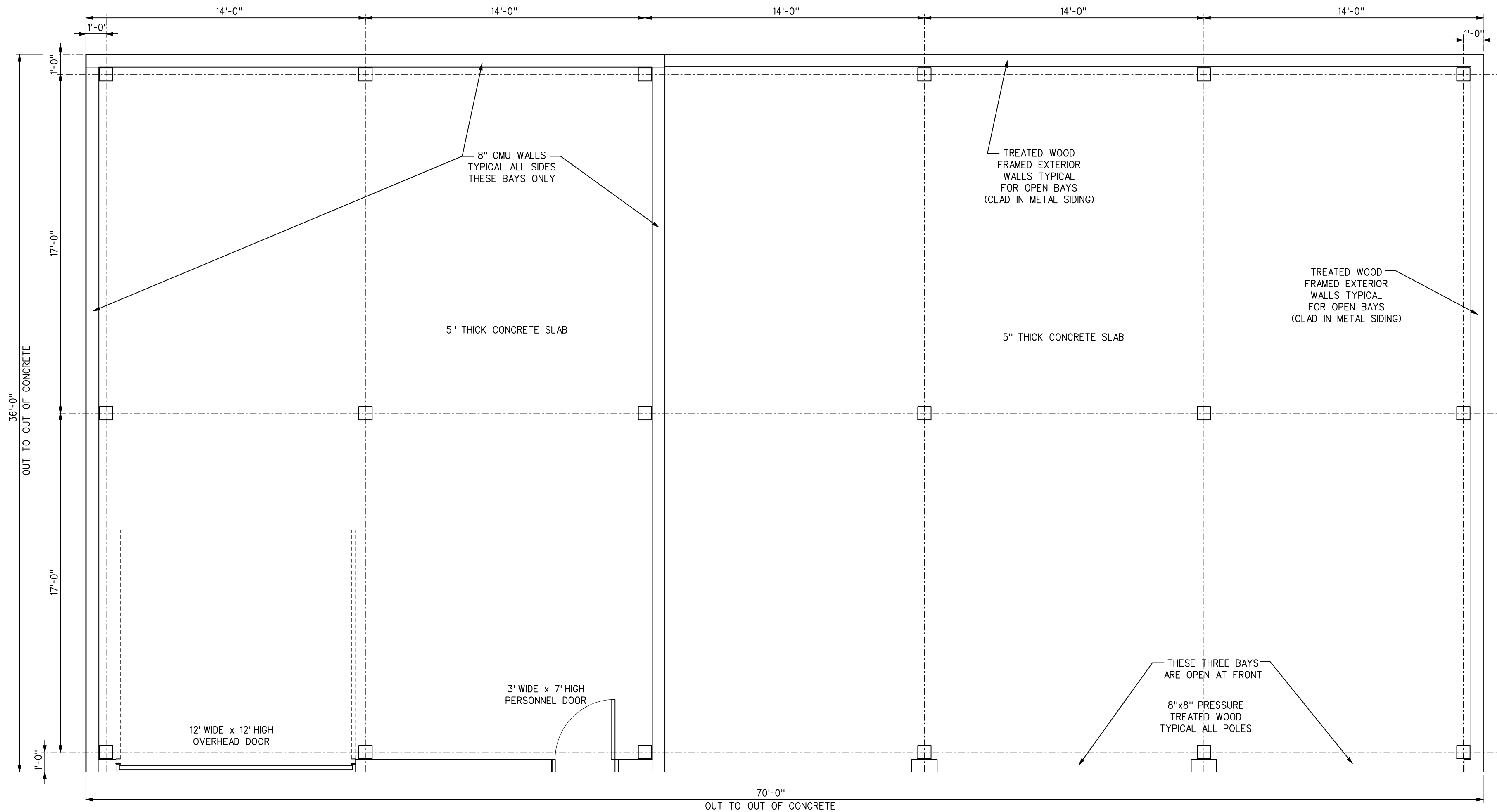
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DATE 4/23/21
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OF
2



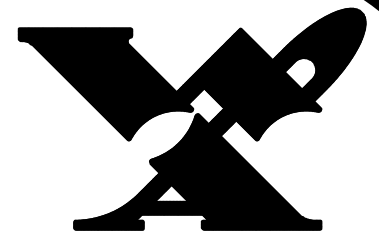
BUILDING 1 (PARKS & REC.)
1/4" = 1'-0"
3,024 SQUARE FEET BUILDING AREA

NOTE: SEE STRUCTURAL FOR COLUMN
SIZES, LOCATIONS AND BRACING



BUILDING 2 (POLICE)
1/4" = 1'-0"
2,520 SQUARE FEET BUILDING AREA

NOTE: SEE STRUCTURAL FOR COLUMN
SIZES, LOCATIONS AND BRACING



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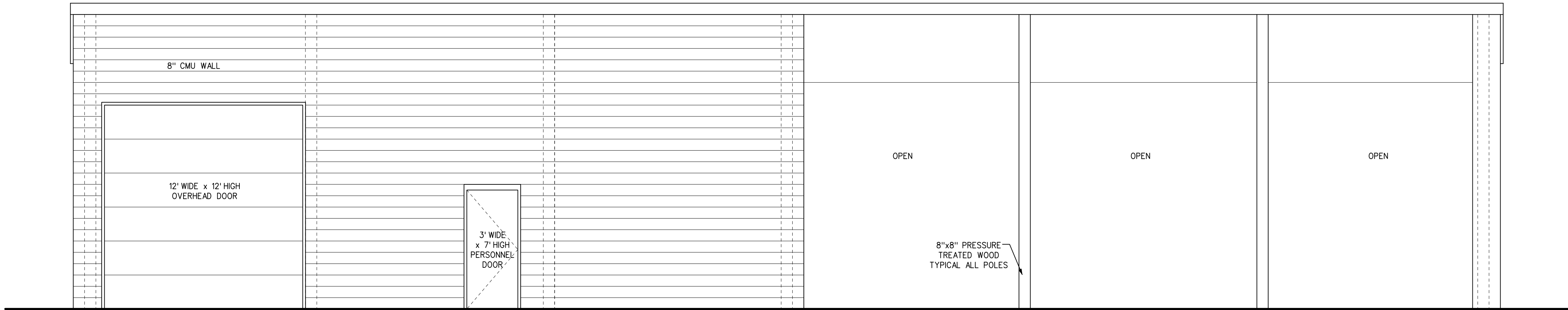
SEAL

TITLE

TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
420 SEAGLE STREET
HUNTERSVILLE, NC

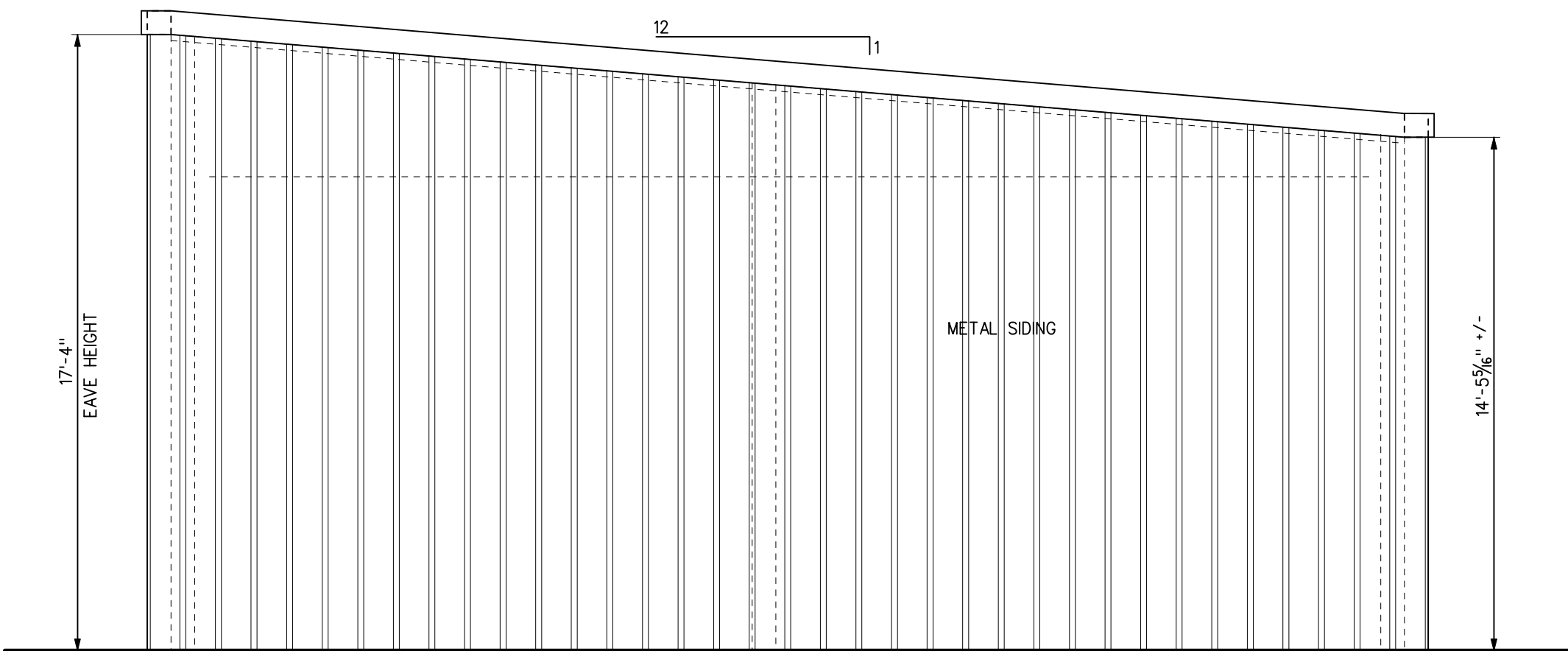
COMM. NO. 20-51
DATE 4/23/21
REVISIONS

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A-3
OF
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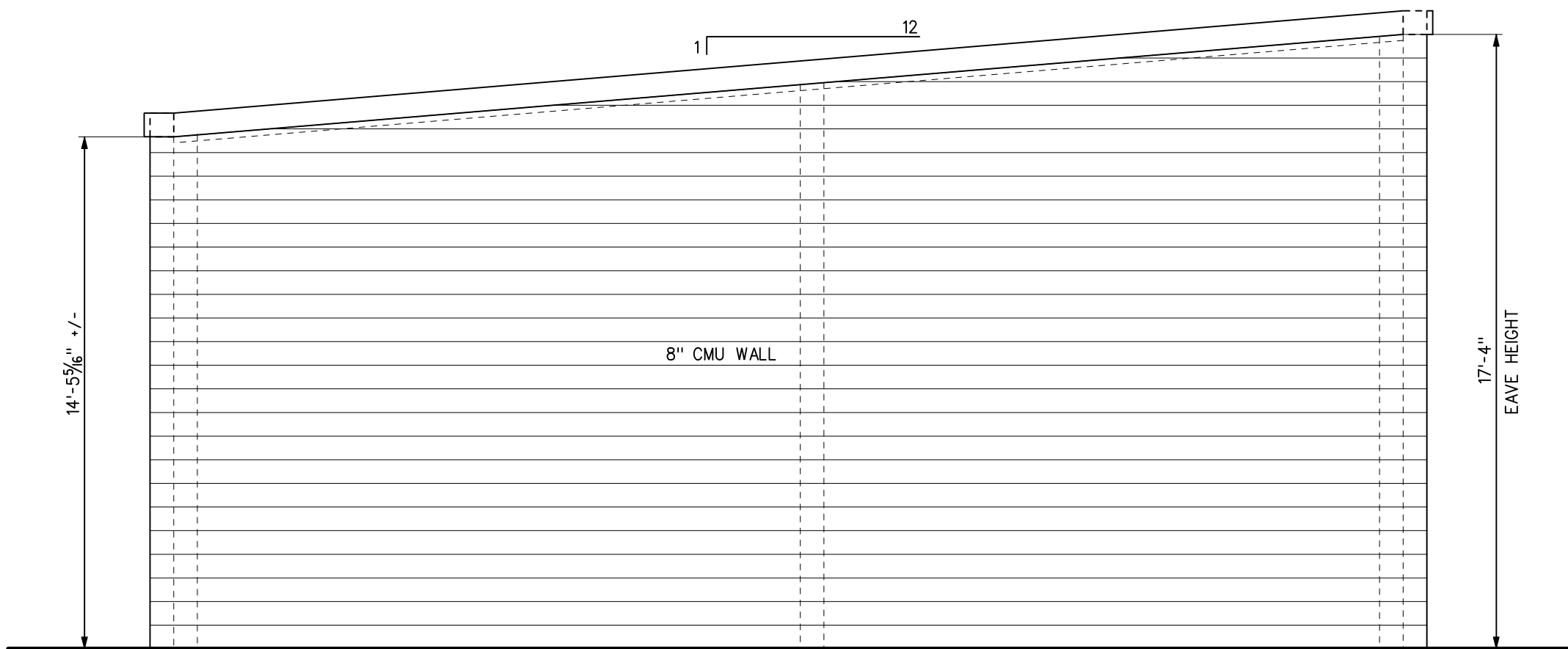


FRONT ELEVATION
1/4"=1'-0"

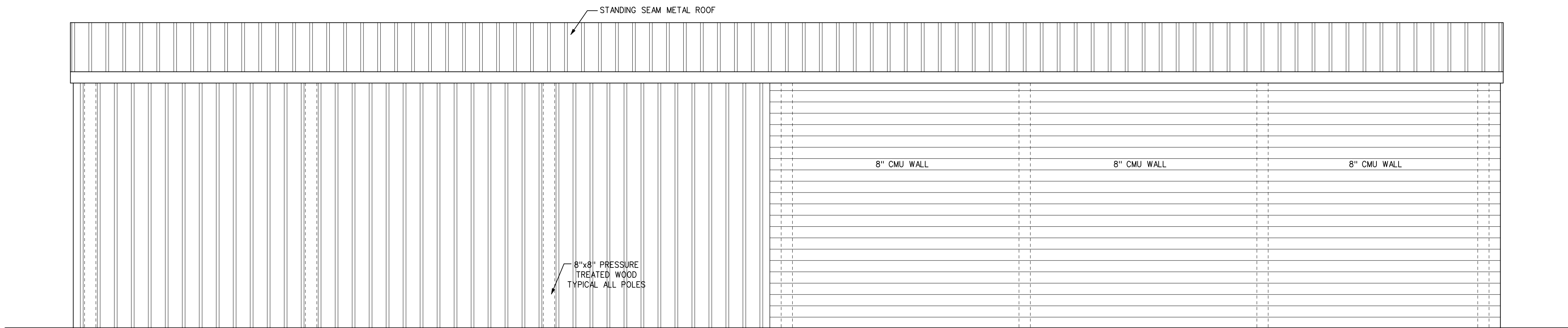
BUILDING 1



SIDE ELEVATION
1/4"=1'-0"



SIDE ELEVATION
1/4"=1'-0"

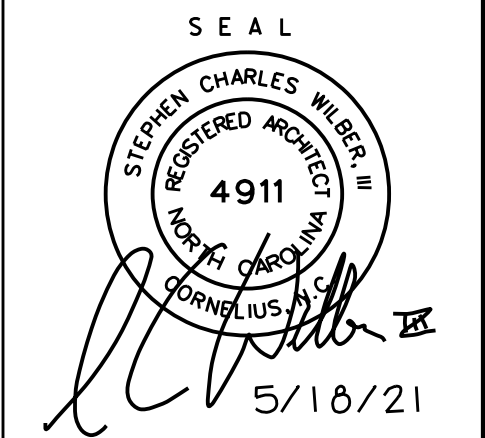


REAR ELEVATION
1/4"=1'-0"



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TITLE

TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
412 & 424 SEAGLE STREET
HUNTERSVILLE, NORTH CAROLINA

COMM. NO. 21-51
DATE 5/18/21
REVISIONS
SHEET
A-0.1
OF
-

2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
(EXCEPT 1 AND 2-FAMILY DWELLINGS AND TOWNHOUSES)
(Reproduce the following data on the building plans sheet 1 or 2.)

Name of Project: **Two New Pole Buildings for Town of Huntersville**
Address: **412 Seagle Street, Huntersville, NC** Zip Code: **28078**
Owner/Authorized Agent/Person: **Huntersville Phone # (704) 768-2225 E-Mail: tgarrett@huntersville.org**
Owned By: **Select one**
Code Enforcement Jurisdiction: **Select one** Huntersville Mecklenburg County NC

CONTACT: Charles Wilber

DESIGNER	FIRM	NAME	LICENSE #	TELEPHONE #	E-MAIL
Architectural	Wilber Associates	Charles Wilber	4911	(704) 922-3633	cwilber303@aol.com
Civil	Henson-Foley	Jay Henson	700	(704) 751-1615	jay@hensonfoley.com
Electrical	Allied Engineers	Dean Belk	20607	(704) 939-3943	dbelk@allied-engineers.com
Fire Alarm	Allied Engineers	David Hood	30549	(704) 939-3943	dhood@allied-engineers.com
Plumbing	Allied Engineers	David Hood	30549	(704) 939-3943	dhood@allied-engineers.com
Mechanical	Allied Engineers	David Hood	30549	(704) 939-3943	dhood@allied-engineers.com
Sprinkler Standpipe	Solid Rock Structural	Scott Westermarck	27444	(704) 419-6415	scott@solidrockstructural.com
Retaining Walls >5' High	N/A				
Other					

(* Other should include firms and individuals such as: truss, precast, pre-engineered, interior designers, etc.)

2018 NC BUILDING CODE: **Select one**
2018 NC EXISTING BUILDING CODE: **Select one** **Select one**
CONSTRUCTED: (date) **CURRENT OCCUPANCY(S)** (Ch. 5):
RENOVATED: (date) **PROPOSED OCCUPANCY(S)** (Ch. 5):
OCCUPANCY CATEGORY (Table 1004.3): **Current:** **Select one** **Proposed:** **Select one** **Storage S-1**

BASIC BUILDING DATA
Construction Type: **Select one** **V B**
Sprinklers: **Select one** **Select one** **No**
Standpipes: **Select one** **No**
Primary Fire District: **Select one** **No** **Flood Hazard Area:** **Select one** **No**
Special Inspections Required: **Select one** **No**

Gross Building Area Table		
FLOOR	EXISTING (SQ.FT)	NEW (SQ.FT)
1 st Floor		
2 nd Floor		
Mezzanine		
3 rd Floor		
Basement		
TOTAL	0	3,024 bldg

ALLOWABLE AREA
Primary Occupancy Classification(s): **Select one** **Select one** **Select one** **Select one** **Select one** **Storage S-1**
Accessory Occupancy Classification(s): **Select one** **Building 1**
2018 NC Administrative Code and Policies

Incidental Uses (Table 509): **n/a**
Special Uses (Chapter 4 - List Code Sections): **n/a**
Special Provisions (Chapter 5 - List Code Sections): **n/a**
Mixed Occupancy: **Select one** **Separation:** **Select one** **Exception:**
Select one
$$\frac{\text{Actual Area of Occupancy A}}{\text{Allowable Area of Occupancy A}} + \frac{\text{Actual Area of Occupancy B}}{\text{Allowable Area of Occupancy B}} \leq 1$$

$$+ \dots + \dots \leq 1.00$$

STORY NO.	DESCRIPTION AND USE	(A) RUC AREA PER STORY (ACTUAL)	(B) TABLE 506.2 ¹ AREA	(C) AREA FOR INCREASE ²	(D) ALLOWABLE AREA PER STORY OR USE LIMITED ³
Bldg. 1	Storage S-1	3,024	9,000	6,750	16,750

¹ Frontage area increases from Section 506.2 are computed thus:
a. Perimeter which fronts a public way or open space having 20 feet minimum width = 240 (1) (F)
b. Total Building Perimeter = 240 (1) (P)
c. Ratio (F/P) = 1 (1) (F/P)
d. W = Minimum width of public way = 30' (1) (W)
e. Percent of frontage increase $I = 100(F/P - 0.25) \times W/30 \sim 7.5 \text{ bldg. } 1(\%)$
² Unlimited area applicable under conditions of Section 507.
³ Maximum Building Area = total number of stories in the building x D (maximum 3 stories) (506.2)
⁴ The maximum area of open parking garages must comply with Table 406.5.4. The maximum area of air traffic control towers must comply with Table 412.3.1.
⁵ Frontage increase is based on the unsprinklered area value in Table 506.2.

ALLOWABLE HEIGHT

BUILDING HEIGHT IN FEET (TABLE 504.3)	ALLOWABLE	SHOWN ON PLANS	CODE REFERENCE
Building Height in Foot (Table 504.3)	V B 40'-0"	V B 17'-4"	
Building Height in Stories (Table 504.4)	2	1	

¹ Provide code reference if the "Shows on Plans" quantity is not based on Table 504.3 or 504.4.

FIRE PROTECTION REQUIREMENTS

BUILDING ELEMENT	FIRE SEPARATION DISTANCE (FEET)	RETRY/PROVIDED (IN) (FEET)	DETAIL # AND SHEET #	DESIGN # AND SHEET #	SHEET # FOR RATED PENETRATION	SHEET # FOR RATED JOINTS
Structural frame, including columns, joists, beams		0	0			
Roofing Walls						
Interior	>30	0	0			
Roof	>30	0	0			
East	>30	0	0			
West	>30	0	0			
South	>30	0	0			
Interior		0	0			
Nonbearing Walls and Partitions		0	0			
Exterior walls						

2018 NC Administrative Code and Policies

North		n/a	n/a				
East		n/a	n/a				
West		n/a	n/a				
South		n/a	n/a				
Interior walls and partitions		0	0				
Flow Construction including supporting beams and joists		0	0				
Exterior Ceiling Assembly		0	0				
Column Supporting Floor		0	0				
Roof Construction, including supporting beams and joists		0	0				
Column Supporting Roof							
Shall Enclosures - Int		n/a					
Shall Enclosures - Other		n/a					
Column Separation		0	0				
Occupancy Fire Barrier Separation		0	0				
Parade Fire Wall Separation		0	0				
Smoke Barrier Separation		0	0				
Smoke Partition		n/a	n/a				
Transoms/Windows Unit Separation		n/a	n/a				
Shedding Unit Separation		n/a	n/a				
Incidental Use Separation		n/a	n/a				

* Indicate section number permitting reduction

PERCENTAGE OF WALL OPENING CALCULATIONS

FIRE SEPARATION DISTANCE (FEET) FROM PROPERTY LINES	DEGREE OF OPENING PERMITTED (TABLE 705.8)	ALLOWABLE AREA (%)	ACTUAL SHOWN ON PLANS (%)
>30 north >30 north	unpermitted	unlimited	
>30 east >30 east	unpermitted	unlimited	
>30 south >30 south	unpermitted	unlimited	
>30 west >30 west	unpermitted	unlimited	

LIFE SAFETY SYSTEM REQUIREMENTS

Emergency Lighting: **Select one** **Yes**
Exit Signs: **Select one** **Yes**
Fire Alarm: **Select one** **No**
Smoke Detection Systems: **Select one** **No**
Carbon Monoxide Detection: **Select one** **No**

LIFE SAFETY PLAN REQUIREMENTS

Life Safety Plan Sheet #: A-0
☐ Fire and/or smoke rated wall locations (Chapter 7)
☐ Assumed and real property line locations (if not on the site plan)
☐ Exterior wall opening area with respect to distance to assumed property lines (705.8)
☐ Occupancy Use for each area as it relates to occupant load calculation (Table 1004.1.2)
☐ Occupant loads for each area

2018 NC Administrative Code and Policies

☐ Exit access travel distances (101.7)
☐ Common paths of travel distances (Tables 1006.2.1 & 1006.3.2.1)
☐ Dead end lengths (1020.4)
☐ Clear exit widths for each exit door
☐ Maximum calculated occupant load capacity each exit door can accommodate based on egress width (1005.3)
☐ Actual occupant load for each exit door
☐ A separate schematic plan indicating where fire rated floor/ceiling and/or roof structure is provided for purposes of occupancy separation
☐ Location of doors with panic hardware (1010.1.10)
☐ Location of doors with delayed egress locks and the amount of delay (1010.1.9.7)
☐ Location of doors with electromagnetic egress locks (1010.1.9.9)
☐ Location of doors equipped with hold-open devices
☐ Location of emergency escape windows (1010)
☐ The square footage of each fire area (202)
☐ The square footage of each smoke compartment for Occupancy Classification 1-2 (402.5)
☐ Note any code exceptions or table notes that may have been utilized regarding the items above

ACCESSIBLE DWELLING UNITS **N/A**
(SECTION 1107)

TOTAL UNITS	ACCESSIBLE UNITS REQUIRED	ACCESSIBLE UNITS PROVIDED	TYPE A UNITS REQUIRED	TYPE A UNITS PROVIDED	TYPE B UNITS REQUIRED	TYPE B UNITS PROVIDED	TOTAL ACCESSIBLE UNITS PROVIDED

ACCESSIBLE PARKING
(SECTION 1106)

LOT OR PARKING AREA	TOTAL # OF PARKING SPACES REQUIRED	# OF ACCESSIBLE SPACES PROVIDED				TOTAL # ACCESSIBLE PROVIDED
		REGULAR WITH # ACCESSIBLE	12' ACCESSIBLE	8' ACCESSIBLE	REGULAR PROVIDED	
TOTAL						

PLUMBING FIXTURE REQUIREMENTS
(TABLE 200.1)
n/a: No plumbing facilities in either building (Table 403.1, exception n.)

USE	WASHING SINKS	STOVES	CAN SINKS	REFS	REFRIGS	DISHWASHERS	SEWING MACHINES	
WHICH SINKS	MALE	FEMALE	INDEX	MALE	FEMALE	INDEX	REGULAR	ACCESSIBLE
EXIST'G	0	0	0	0	0	0	0	0
NEW	0	0	0	0	0	0	0	0
EXIST'G	0	0	0	0	0	0	0	0

note: the extend of plumbing is hose bibbs
SPECIAL APPROVALS **n/a**
Special approval: (Local Jurisdiction, Department of Insurance, OSC, DPI, DHS, etc., describe below)

2018 NC Administrative Code and Policies

ENERGY REQUIREMENTS: **n/a** (Exempt per G.S. 143-138 (B)(8) and NCBC section 1307.1.1)
The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design vs annual energy cost for the proposed design.

Existing building envelope complies with code: **Select one**
Exempt Building: **Select one** Provide code or statutory reference:
Climate Zone: **Select one**
Method of Compliance: **Select one** (If "Other" specify source here.)

THERMAL ENVELOPE (Prescriptive method only)

Roof/ceiling Assembly (each assembly)
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____
Skylights in each assembly: _____
U-Value of skylight: _____
total square footage of skylights in each assembly: _____

Exterior Walls (each assembly)
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____
Openings (windows or doors with glazing): _____
U-Value of assembly: _____
Solar heat gain coefficient: _____
projection factor: _____
Door R-Values: _____

Walls below grade (each assembly)
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____

Floors over unconditioned space (each assembly)
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____

Floors slab on grade
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____
Horizontal vertical requirement: _____
slab heated: _____

2018 NC Administrative Code and Policies

2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
(PROVIDE ON THE STRUCTURAL SHEETS IF APPLICABLE)

DESIGN LOADS:

Importance Factors: Snow (fa) **Select one** Seismic (fs) **Select one**

Live Loads: Roof _____ psf
Mezzanine _____ psf
Floor _____ psf

Ground Snow Load: _____ psf

Wind Load: Basic Wind Speed _____ mph (ASCE-7)
Exposure Category **Select one**

SEISMIC DESIGN CATEGORY: **Select one**
Provide the following Seismic Design Parameters:
Risk Category (Table 1004.5) **Select one** **S_s** _____ %g **S₁** _____ %g
Spectral Response Acceleration **Select one**
Site Classification (ASCE 7) **Select one**
Basic structural system **Select one**
Analysis Procedure: **Select one**
Architectural, Mechanical, Components anchored? **Select one**

LATERAL DESIGN CONTROL: **Select one**

SOIL BEARING CAPACITIES: **Select one** _____ psf
Pile size, type, and capacity _____

2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
(PROVIDE ON THE MECHANICAL SHEETS IF APPLICABLE) SEE SHEET M-1

MECHANICAL SUMMARY

MECHANICAL SYSTEMS, SERVICE SYSTEMS AND EQUIPMENT

Thermal Zone
winter dry bulb: _____
summer dry bulb: _____

Interior design conditions
winter dry bulb: _____
summer dry bulb: _____
relative humidity: _____

Building heating load: _____
Building cooling load: _____

Mechanical Spacing Conditioning System
Unitary
description of unit: _____
heating efficiency: _____
cooling efficiency: _____
size category of unit: _____
Boiler
Size category: If oversized, state reason: _____
Chiller
Size category: If oversized, state reason: _____

List equipment efficiencies: _____

2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
(PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE) SEE SHEET E-1

ELECTRICAL SUMMARY

ELECTRICAL SYSTEM AND EQUIPMENT

Method of Compliance: **Select one**
Lighting schedule (each fixture type)
lamp type required in fixture
number of lamps in fixture
ballast type used in the fixture
number of ballasts in fixture
total wattage per fixture
total interior wattage specified vs. allowed (whole building or space by space)
total exterior wattage specified vs. allowed

Additional Efficiency Package Options
(When using the 2018 NCEC; not required for ASHRAE 90.1)
☐ C406.2 More Efficient HVAC Equipment Performance
☐ C406.3 Reduced Lighting Power Density
☐ C406.4 Enhanced Digital Lighting Controls
☐ C406.5 On-Site Renewable Energy
☐ C406.6 Dedicated Outdoor Air System
☐ C406.7 Reduced Energy Use in Service Water Heating

o. Exit Requirements—(Required for all Projects)

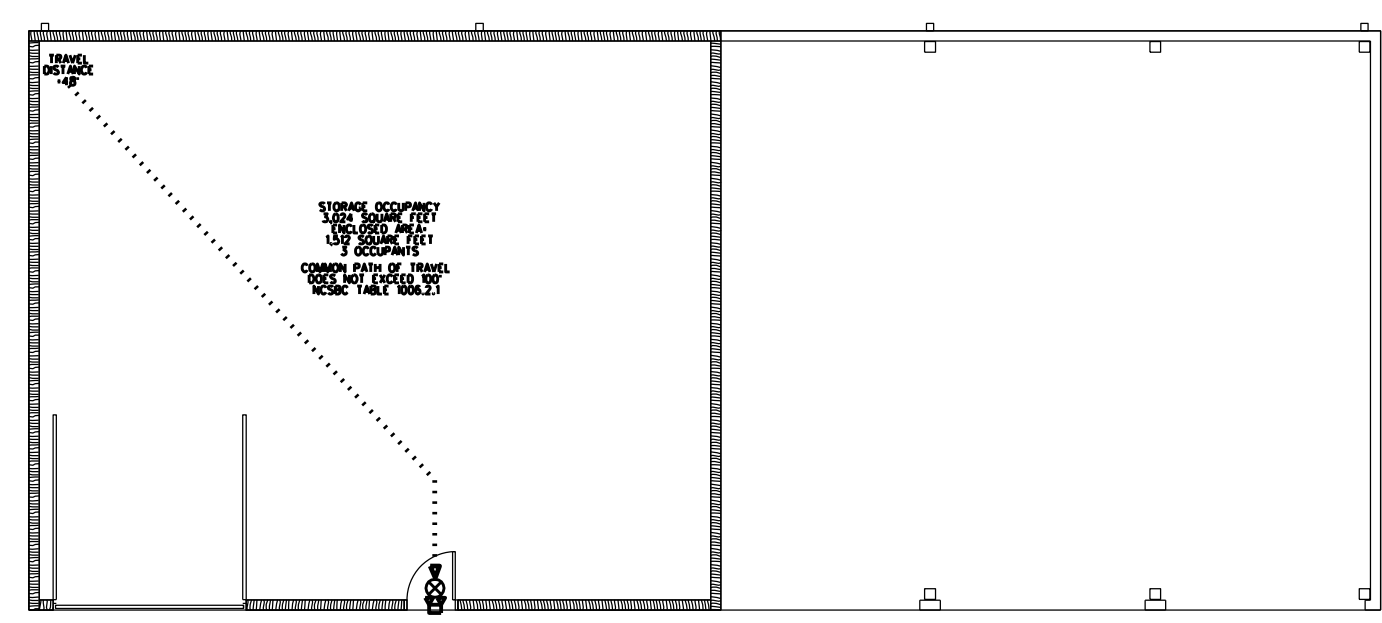
NUMBER AND ARRANGEMENT OF EXITS
(TABLE 1006.3)

FLOOR, ROOM OR SPACE DESIGNATION	MINIMUM REQUIRED		TRAVEL DISTANCE		ARRANGEMENT MEANS OF EGRESS (SEE TABLE 1006.2)	
	REQUIRED (SINGLE EXIT TABLE 2106.2.1)	SHOWN ON PLANS	ALLOWABLE TRAVEL DISTANCE (TABLE 1017.2)	ACTUAL TRAVEL DISTANCE SHOWN ON PLANS	REQUIRED BETWEEN EXIT DOORS	ACTUAL BETWEEN SHOWN ON PLANS
Storage Bldg. 1	1	1	75'	48'	n/a	n/a

OCCUPANT LOAD AND EXIT WIDTH
(TABLE 1006.1.2)

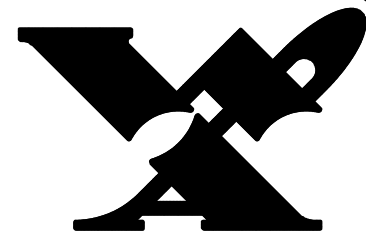
USE GROUP OR SPACE DESCRIPTION	(a) AREA, SQ. FT.	(b) AREA PER OCCUPANT	CALCULATED OCCUPANT LOAD (1006.1.2)		REQUIRED WIDTH PER OCCUPANT (SECTION 1005)		EXIT WIDTH (b)(2)(A)		
			STAIR	LEVEL	STAIR	LEVEL	STAIR	LEVEL	
Storage Bldg. 1	3,024	500 gross	6'	0.3	0.2	...	1.2'	...	36'

¹ See Table 1006.1.2 to determine whether net or gross area is applicable. *Actual occupant count will be lower. See definition "Area, Gross" and "Area, Net" (Section 1002).
² Minimum stairway width (Section 1009.3) min. corridor width (Section 1020.2); min. door width (Section 1010.1.1)
³ Minimum width of exit passageway (Section 1024.2)
⁴ See Section 1005.6 for converging exits.
⁵ The loss of one means of egress shall not reduce the available capacity to less than 50 percent of the total required (Section 1005.3)
⁶ Assembly occupancies (Section 1029)
⁷ Spaces within occupancies or use groups shall be calculated independently. (Ex. Lobbies, lounges, break rooms, conference rooms)



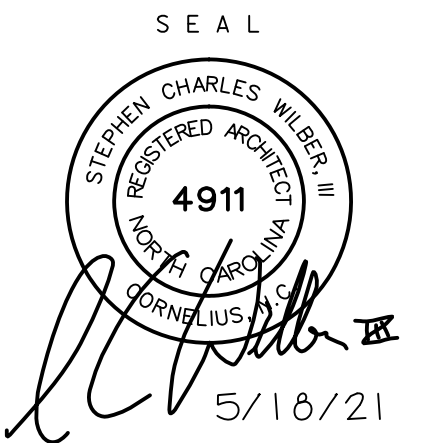
BUILDING 1 (412 SEAGLE ST.)

TWO NEW POLE BUILDINGS FOR TOWN OF HUNTERSVILLE 412 SEAGLE STREET: BUILDING 1 HUNTERSVILLE, NORTH CAROLINA



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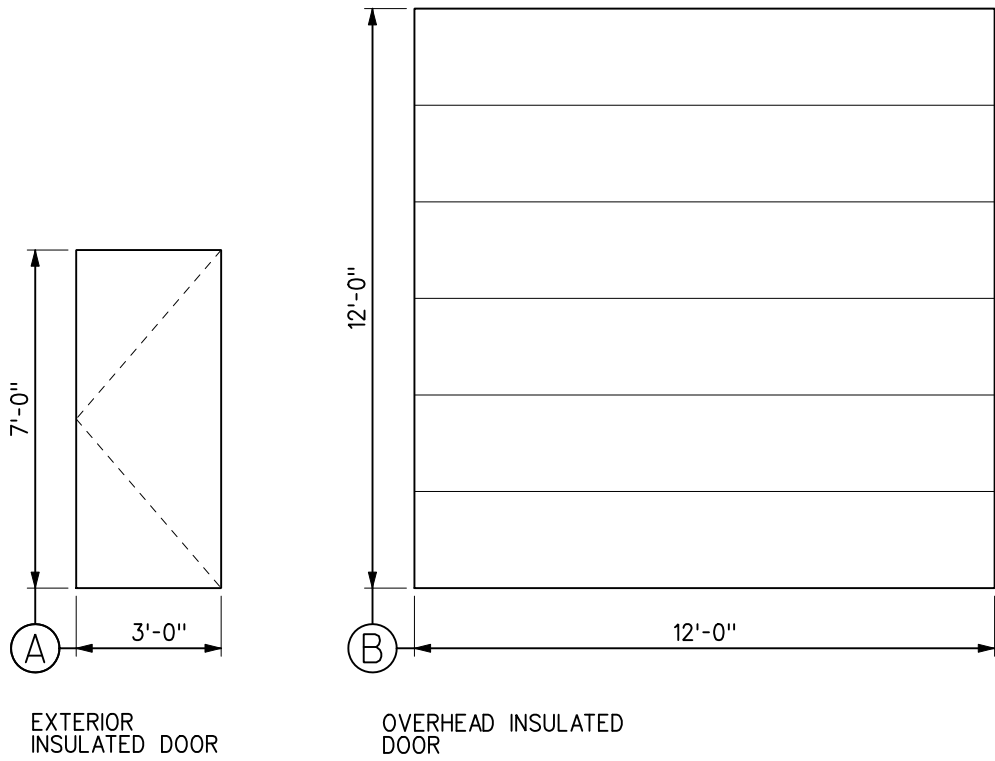
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TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

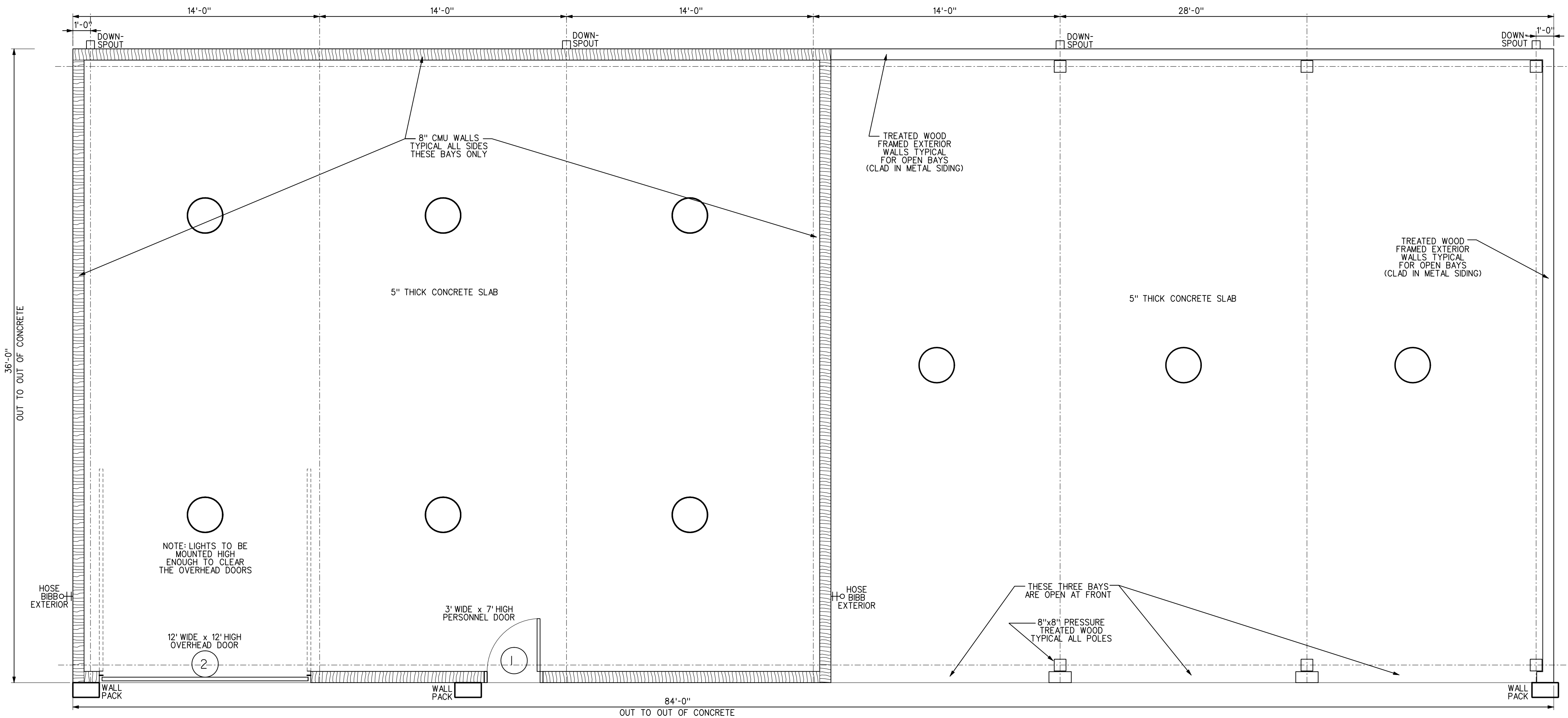
COMM. NO. 20-51
DATE 5/18/21
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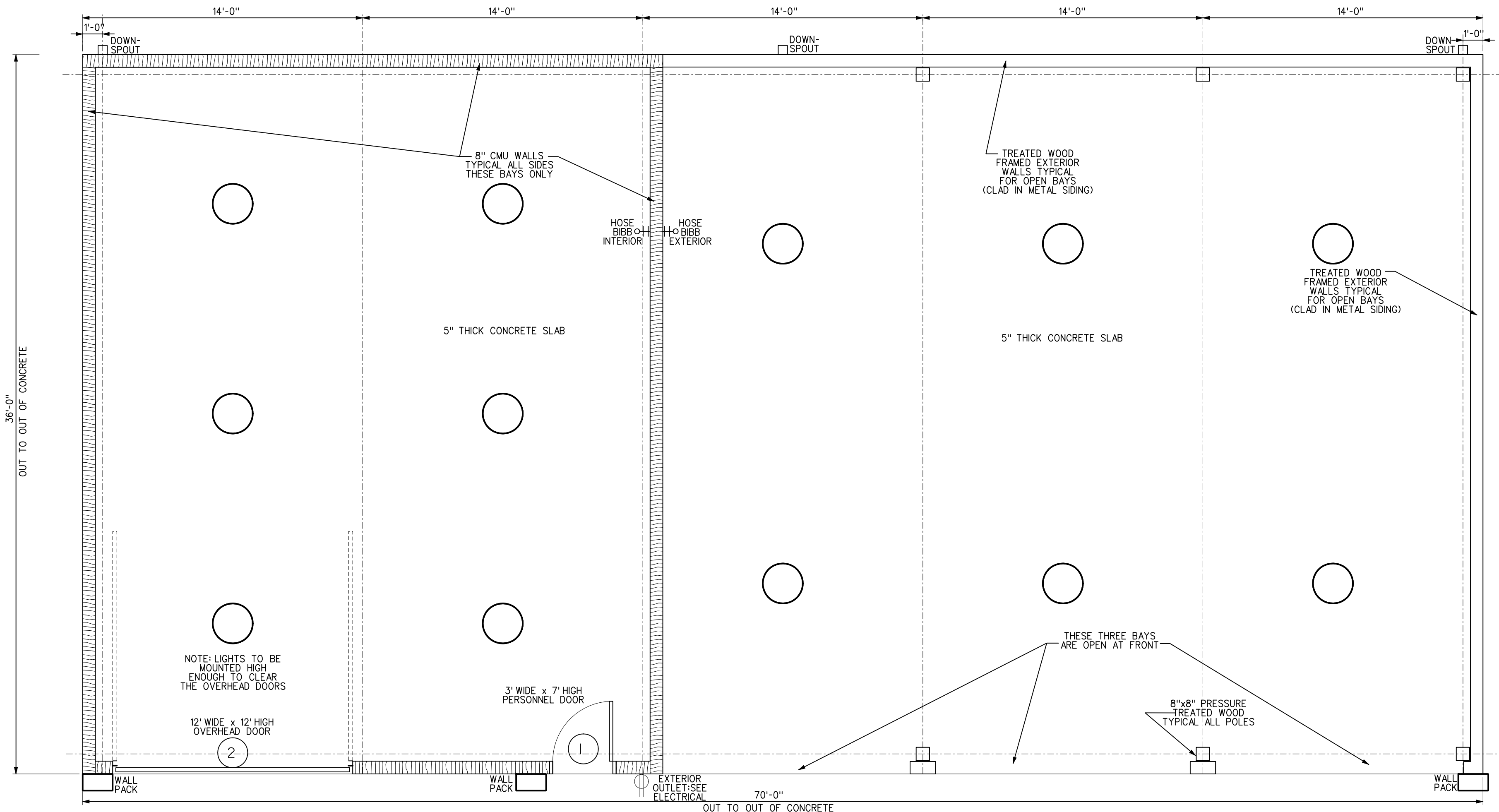
DOOR SCHEDULE				
DOOR LOCATION	DOOR TYPE	FRAME TYPE	LABEL	REMARKS
1	A	H.M.*		*HOLLOW METAL
2	B	STEEL		-
NOTES: 1. CONTRACTOR TO PROVIDE ALLOWANCE FOR DOOR HARDWARE. 2. ALL HARDWARE TO CONFORM TO APPLICABLE CODES, EGRESS HARDWARE TO CONFORM TO SECTION 1008.1.8 OF NCIBC 3. ALL LATCHSETS & LOCKSETS TO BE LEVER HANDLE TYPE CONFORMING TO SECTION 404.2.6 OF ANSI A117.1 4. TOILET DOOR(S) HARDWARE TO INCLUDE THUMB LATCH/OCCUPIED INDICATOR & CLOSER.				



DOOR TYPES
1/4"=1'-0"



BUILDING 1 (412 SEAGLE STREET)
1/4"=1'-0"
3,024 SQUARE FEET BUILDING AREA

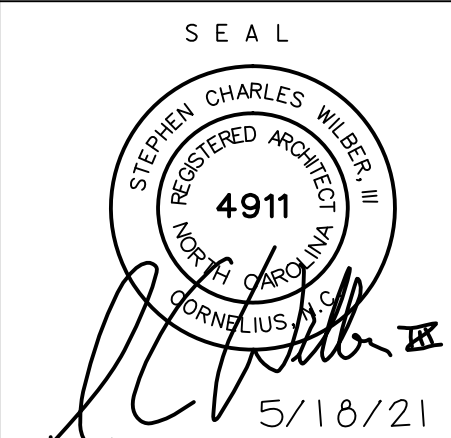


BUILDING 2 (424 SEAGLE STREET)
1/4"=1'-0"
2,520 SQUARE FEET BUILDING AREA



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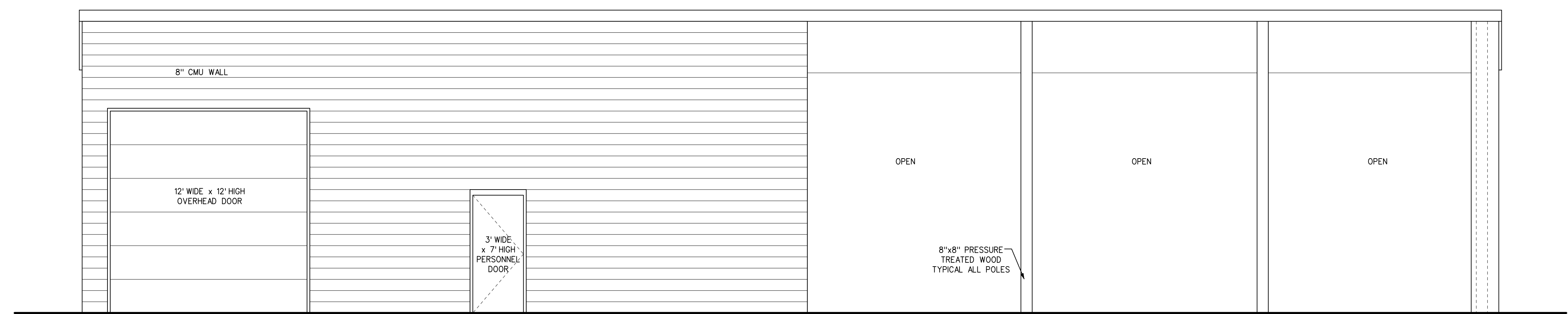
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TITLE

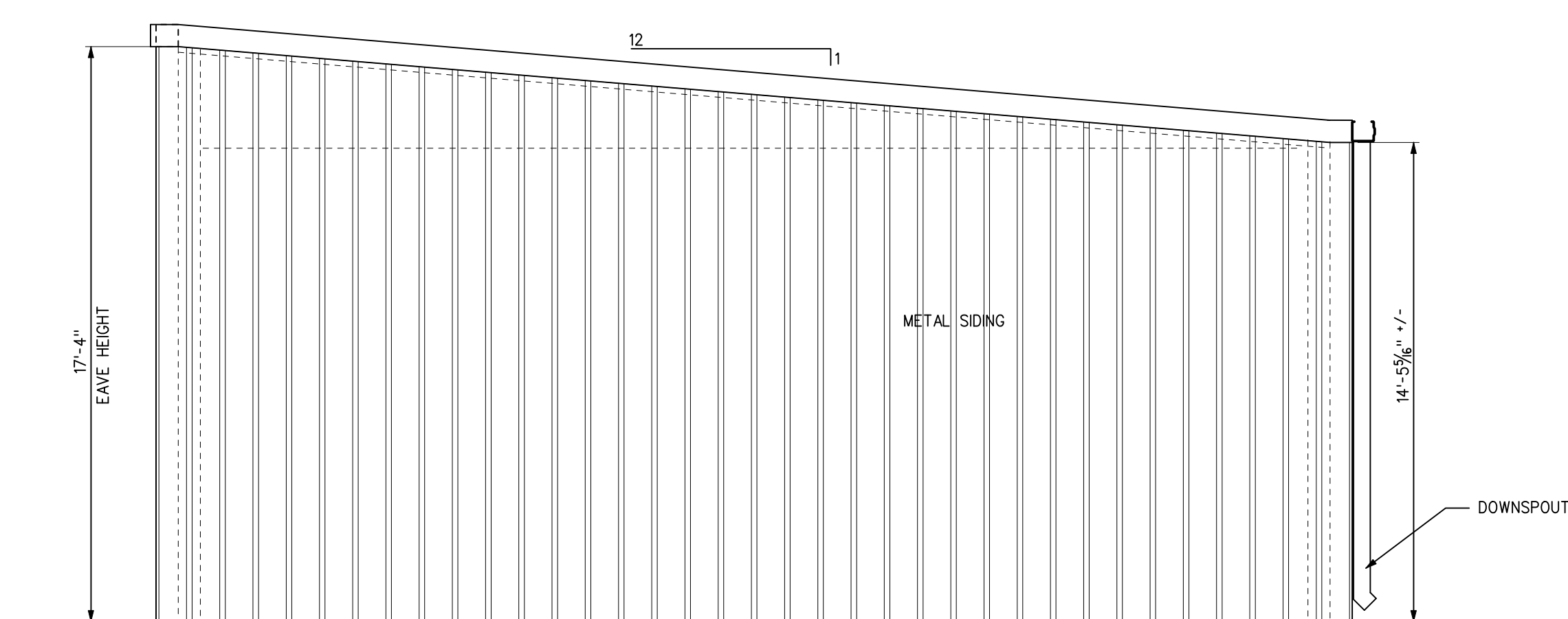
TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

COMM. NO.	20-51
DATE	5/18/21
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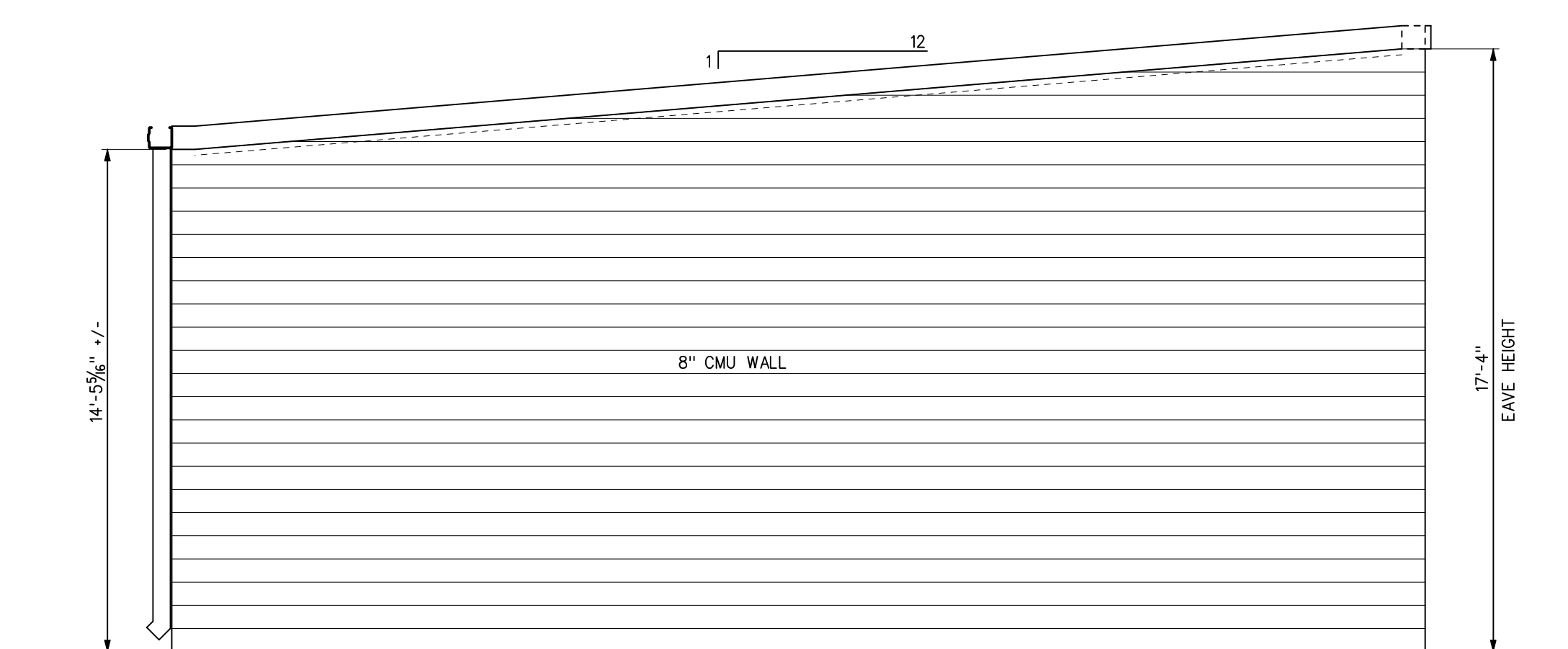


FRONT ELEVATION
1/4"=1'-0"

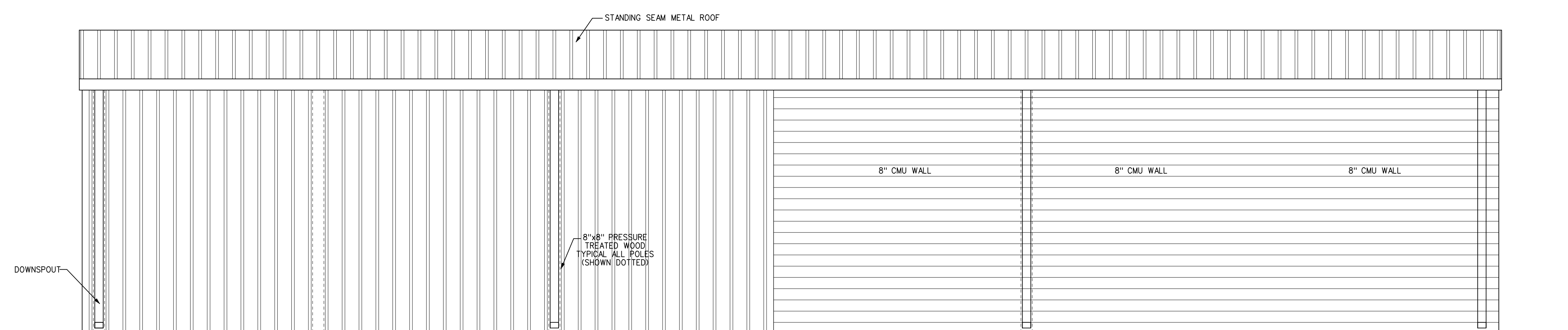
BUILDING 1 (412 SEAGLE STREET)



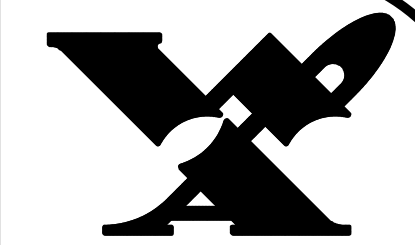
SIDE ELEVATION
1/4"=1'-0"



SIDE ELEVATION
1/4"=1'-0"

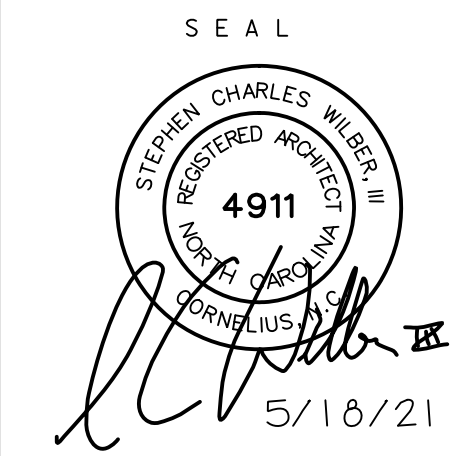


REAR ELEVATION
1/4"=1'-0"



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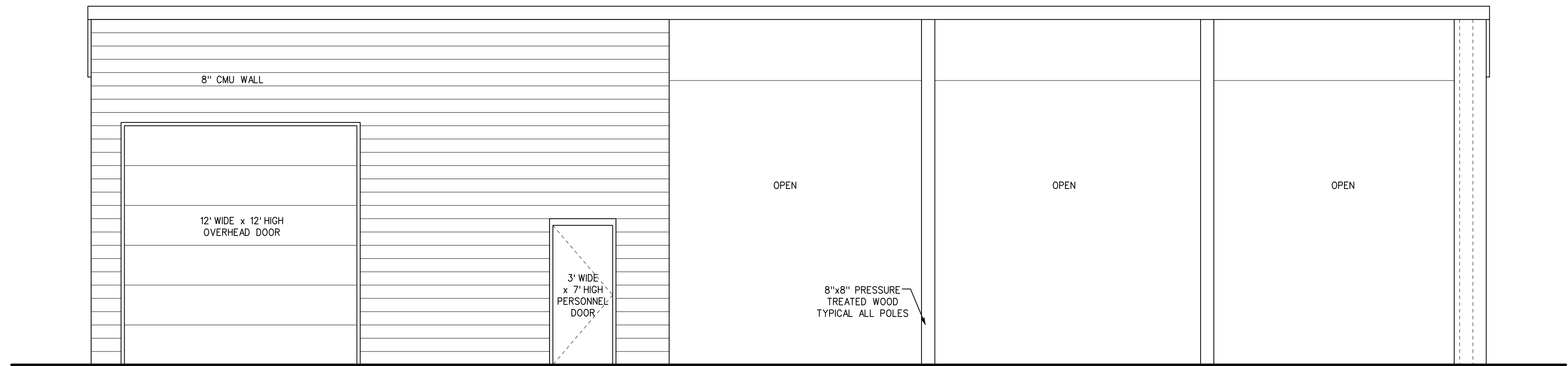


TITLE

TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

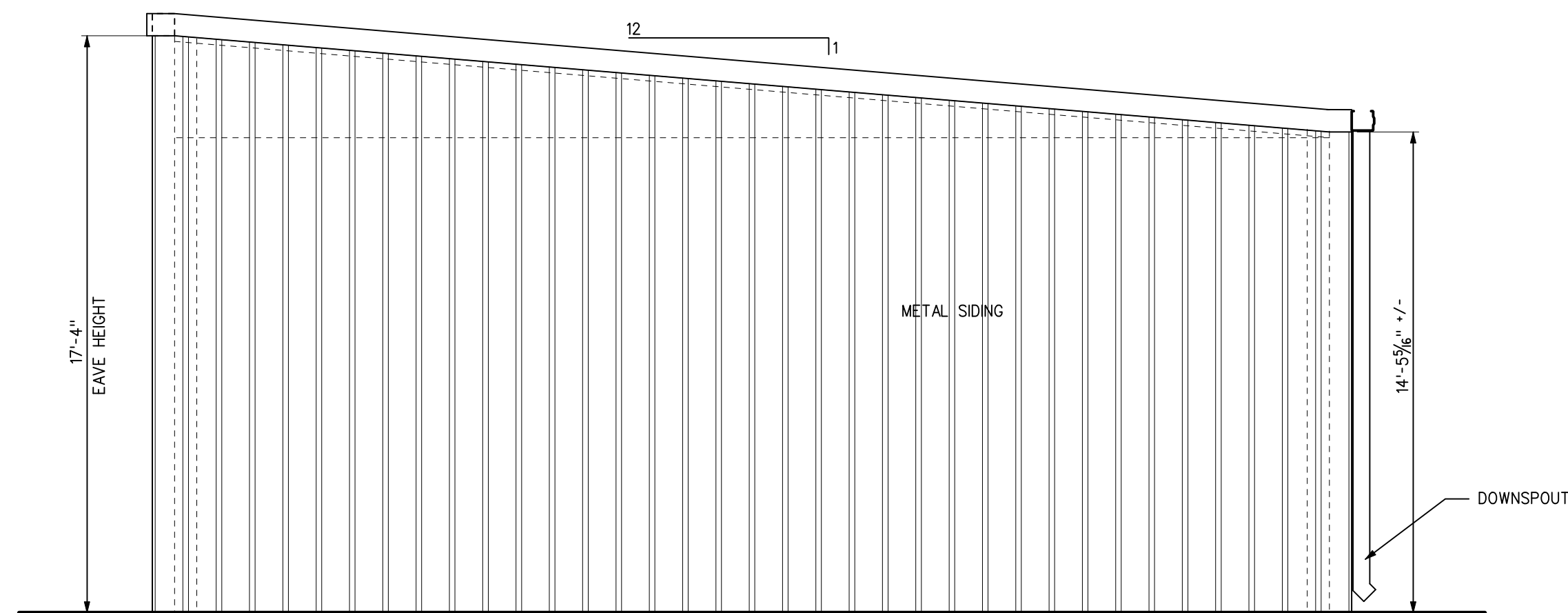
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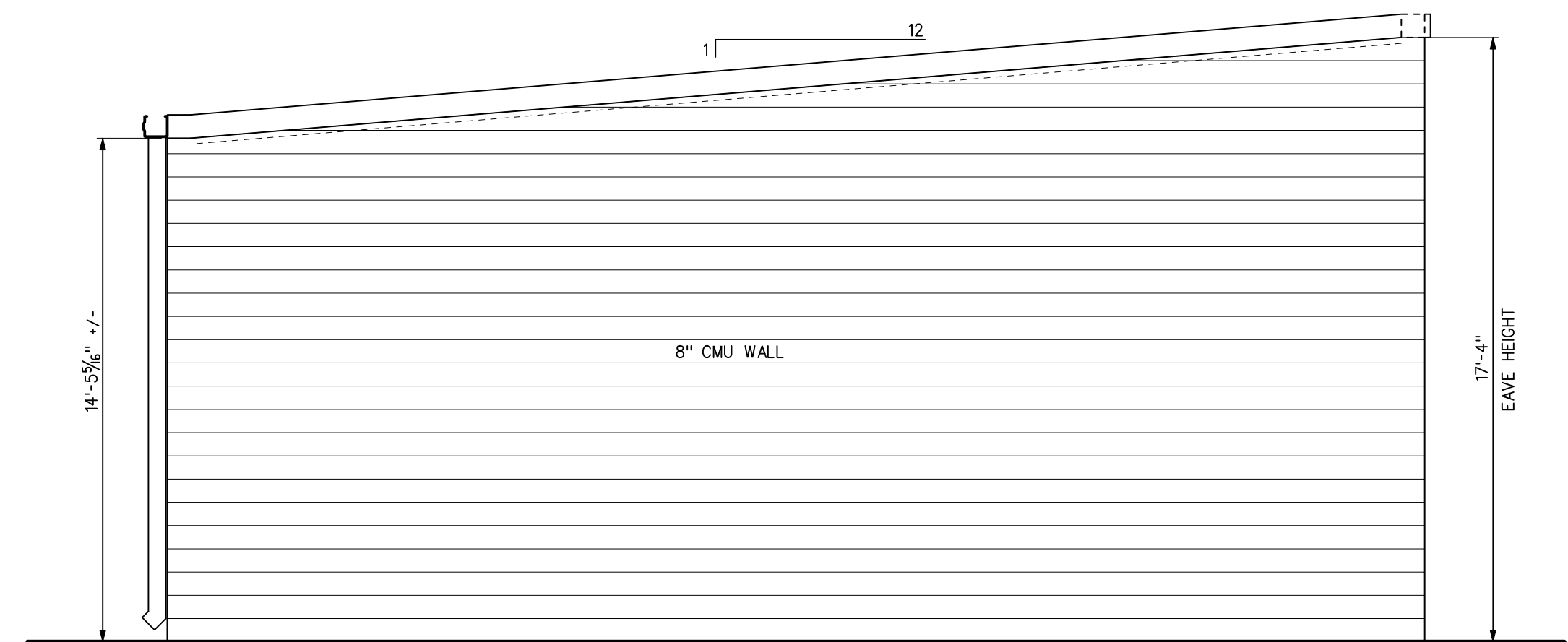


FRONT ELEVATION
1/4" = 1'-0"

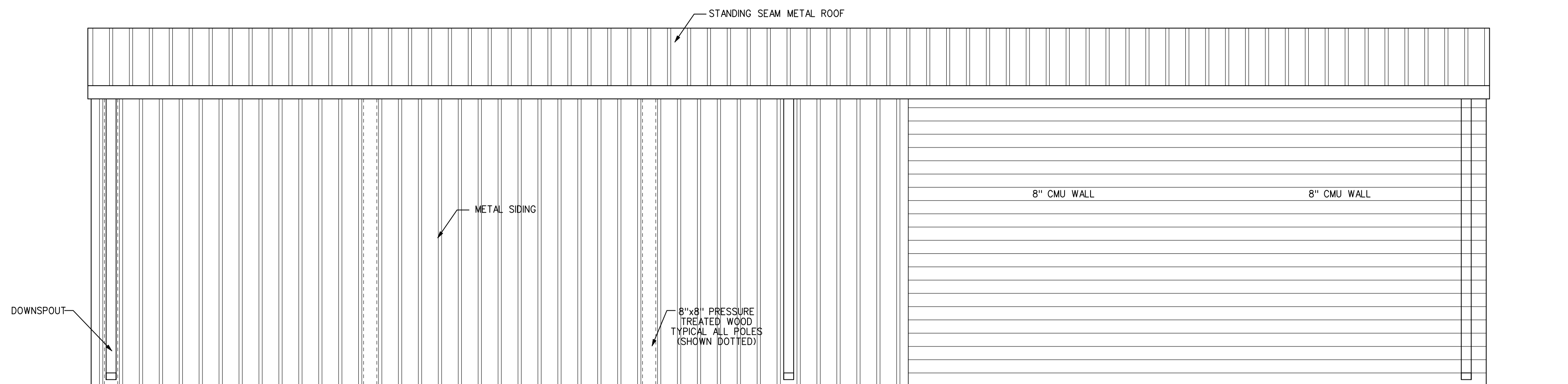
BUILDING 2 (424 SEAGLE STREET)



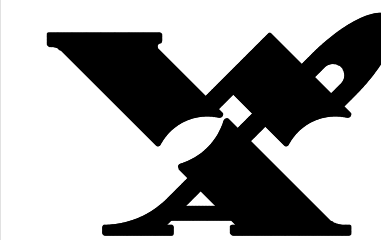
SIDE ELEVATION
1/4" = 1'-0"



SIDE ELEVATION
1/4" = 1'-0"



REAR ELEVATION
1/4" = 1'-0"

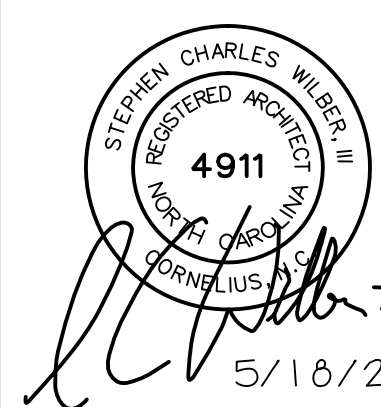


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SEAL

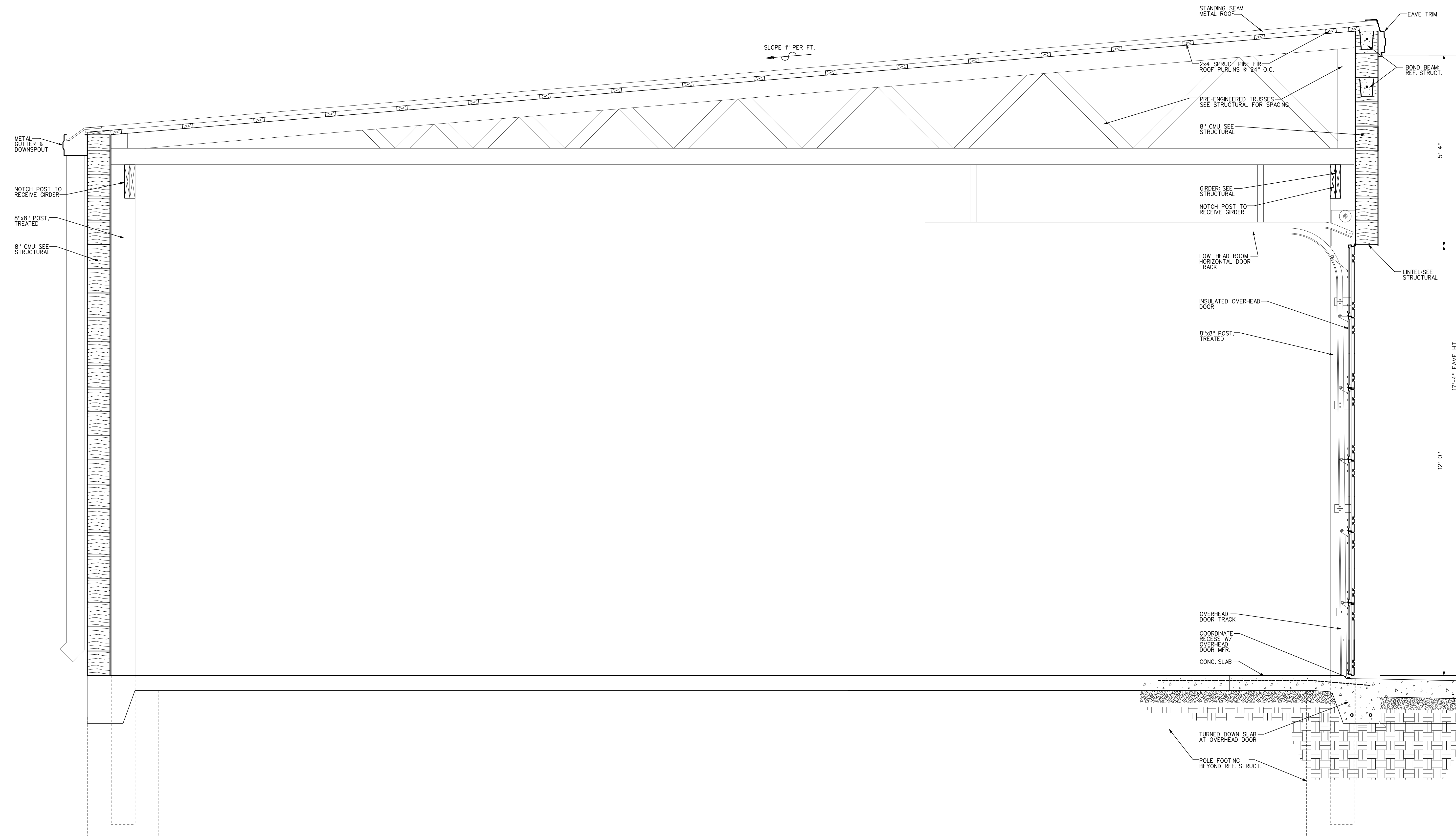


TITLE

TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

COMM. NO.	20-51
DATE	5/18/21
REVISIONS	

SHEET
A-4
OF
-



SECTION THRU BUILDINGS 1 & 2
3/4"=1'-0"

ELECTRICAL SPECIFICATIONS

PART 1: GENERAL

- A. PROVIDE ALL WORK AND MATERIALS FOR THE INSTALLATION OF COMPLETE WIRING SYSTEMS AS SPECIFIED HEREIN AND INDICATED ON THE DRAWINGS.
- B. ALL ELECTRICAL PERMITS AND INSPECTION FEES SHALL BE OBTAINED AND PAID FOR BY THE ELECTRICAL CONTRACTOR.
- C. ELECTRICAL CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS FOR ONE YEAR EFFECTIVE THE DAY THE PROJECT IS ACCEPTED BY THE OWNER.
- D. THE ELECTRICAL CONTRACTOR SHALL HAVE A MINIMUM OF 5 YEARS COMMERCIAL EXPERIENCE TO BE QUALIFIED TO PERFORM THE WORK HERE-IN. ANY CONTRACTOR THAT DOES NOT HAVE THE EXPERIENCE REQUIRED MAY BE REMOVED FROM THE PROJECT AT ANYTIME.
- E. WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE, OSHA, STATE BUILDING CODE AND ALL OTHER APPLICABLE LOCAL REQUIREMENTS. ALL WORK SHALL COMPLY WITH THE LATEST ADDITION OF NECA STANDARDS OF INSTALLATION.
- F. ALL MATERIALS, DEVICES, AND APPLIANCES SHALL BE NEW, EXCEPT WHERE OTHERWISE NOTED, AND SHALL BE LISTED BY AN APPROVED TESTING AGENCY. FACTORY ASSEMBLED EQUIPMENT SHALL BE LISTED AND LABELED AS AN ASSEMBLY. ANY EQUIPMENT NOT LISTED SHALL HAVE PRIOR APPROVAL FROM THE LOCAL AUTHORITY HAVING JURISDICTION. ALL MATERIALS SHALL COMPLY WITH APPLICABLE ANSI, IEEE AND NEMA STANDARDS.
- G. PROVIDE ALL CUTTING, PATCHING, CHANNELING AND CHASING FOR INSTALLATION OF WORK AND REPAIR ANY DAMAGE OF EXISTING OR NEW INSTALLATIONS AT THE CONTRACTORS EXPENSE.
- H. SHOP DRAWINGS AND CATALOG DATA SHALL BE SUBMITTED FOR APPROVAL PRIOR TO BEGINNING WORK. SUBMIT FOUR COPIES OF SHOP DRAWINGS FOR LIGHTING FIXTURES, LAMPS, BALLASTS AND PANELBOARDS. SUBMIT FOUR COPIED OF CATALOG DATA FOR DISCONNECT SWITCHES AND WIRING DEVICES.
- I. PROVIDE ENGRAVED PHENOLIC NAMEPLATES FOR PANELBOARDS, WIRING TROUGHS, AND FUSED SWITCHES, WHITE LETTERS ON BLACK FOR 120/208 VOLT SYSTEMS. LABEL ALL BREAKERS INSIDE THE PANEL NEXT TO THE BREAKER USING THE NUMBER SCHEME INDICATED ON THE DRAWINGS.
- J. AN ELECTRICAL INSPECTION CERTIFICATE SHALL BE ISSUED BY THE LOCAL INSPECTION AUTHORITIES BEFORE APPROVAL FOR FINAL PAYMENT.
- K. THE CONDUIT AND NEUTRAL SYSTEM SHALL BE GROUNDED AT THE MAIN SERVICE EQUIPMENT. GROUNDING ELECTRODE SYSTEM SHALL BE INSTALLED PER N.E.C. ARTICLE 250 AND AS INDICATED ON THE DRAWINGS.
- L. WIRING SHALL BE TESTED FOR CONTINUITY AND GROUNDS BEFORE BEING ENERGIZED. FAULTY WIRING SHALL BE REPLACED AT NO ADDITIONAL EXPENSE TO THE OWNER.
- M. IF, DURING THE COURSE OF WORK, THE ELECTRICAL CONTRACTOR DISCOVERS A PROBLEM WITH THE PERFORMANCE OF THE INSTALLATION RELATIVE TO THE PLANS AND SPECIFICATIONS OR NEC OR OTHER CODES, THE CONTRACTOR SHALL IMMEDIATELY BRING THE PROBLEM TO THE ATTENTION OF THE ARCHITECT OR ENGINEER FOR RESOLUTION PRIOR TO THE EXECUTION OF THE WORK.
- N. THE ELECTRICAL CONTRACTOR SHALL CONNECT ALL EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS, UNLESS OTHERWISE NOTED, EXCEPT FOR CONTROL WIRING FOR EQUIPMENT NOT PROVIDED BY THE ELECTRICAL CONTRACTOR. CONTROL WIRING FOR SUCH EQUIPMENT SHALL BE PROVIDED BY THE RESPECTIVE DISCIPLINE.
- O. COORDINATE LOCATION AND REQUIREMENTS FOR ELECTRICAL SERVICE WITH THE POWER COMPANY. WHERE MORE THAN ONE SERVICE IS SUPPLIED TO A BUILDING, PROVIDE IDENTIFICATION AT EACH SERVICE PER NEC 230-2(B) AND AS INDICATED ON THE DRAWINGS.
- P. COORDINATE LOCATION AND REQUIREMENTS FOR TELEPHONE SERVICE WITH THE TELEPHONE COMPANY AND AS INDICATED ON THE DRAWINGS.
- Q. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PROVIDING TEMPORARY POWER.

PART 2: RACEWAY

- A. CONDUIT SHALL BE ZINC-COATED EMT INDOORS. EMT FITTINGS SHALL BE STEEL SCREW. MINIMUM SIZE SHALL BE 1/2", UNLESS OTHERWISE NOTED. USE SCHEDULE 40 PVC OUTDOORS ABOVE 8'-0" OR BELOW GRADE. USE IMC WHERE REQUIRED BY CODE OR EXPOSED BELOW 8'-0".
- B. SUPPORT ALL CONDUITS WITH STRAPS AND CLAMPS. RUN ALL CONDUIT PARALLEL OR PERPENDICULAR TO BUILDING WALLS.
- C. JUNCTION AND PULL BOXES SHALL BE CODE GAUGE GALVANIZED SHEET METAL.
- D. LIQUID-TIGHT FLEXIBLE METAL CONDUIT SHALL BE USED FOR EQUIPMENT CONNECTIONS, BUT NOT AS A WIRING METHOD OTHERWISE.
- E. MC CABLE MAY BE USED AS A WIRING METHOD WHERE ALLOWED BY CODE.
- F. RACEWAY PENETRATIONS THROUGH FLOOR SLABS AND FIRE-RATED WALLS SHALL BE FILLED WITH IMPERVIOUS, NON-SHRINK GROUT SUFFICIENTLY TIGHT TO PREVENT THE TRANSFER OF SMOKE, WATER, AND DUST. ROOF PENETRATIONS SHALL BE WITHIN THE EQUIPMENT CURB WHERE POSSIBLE.
- G. CONDUIT INSTALLED UNDERGROUND OR IN CONCRETE SHALL HAVE JOINTS MADE WATER-TIGHT BY USE OF POLYTETRA-FLUOROETHYLENE TAPE. AAPPROVED SEALS SHALL BE PROVIDED IN HAZARDOUS LOCATIONS AS REQUIRED BY THE N.E.C.

PART 3: CONDUCTORS

- A. ALL CONDUCTORS SHALL BE SINGLE CONDUCTOR COPPER. THHN/THWN, SOLID FOR SIZES #14 THROUGH #10. THHN/THWN STRANDED FOR SIZES #8 AND LARGER.
- B. BRANCH CIRCUITS SHALL NOT BE SMALLER THAN #12 AWG. CONTROL WIRING MAY BE #14 AWG.
- C. CONDUCTORS SHALL BE COLOR CODED BLACK/RED/BLUE FOR 120/208 VOLT SYSTEMS FOR A, B, AND C PHASES, RESPECTIVELY.
- D. WIRING TO LIGHTING FIXTURES SHALL BE AS REQUIRED BY UL LABEL.
- E. ALL BRANCH CIRCUIT CONDUITS OR CABLE ASSEMBLIES SHALL CONTAIN AN INSULATED GREEN GROUNDING CONDUCTOR SIZED PER NEC 250-122.
- F. ALL CONDUCTORS INSTALLED IN VERTICAL RACEWAYS SHALL BE SUPPORTED AT INTERVALS AS REQUIRED PER NEC ARTICLE 300-19.
- G. ALL EQUIPMENT AND DEVICE TERMINATIONS SHALL BE UL LISTED FOR USE WITH 75°C INSULATED CONDUCTORS AT THEIR 75°C AMPACITY.
- H. PROVIDE A SEPARATE NEUTRAL FOR EACH PHASE CONDUCTOR IN ALL BRANCH CIRCUITS.

PART 4: WIRING DEVICES

- A. WIRING DEVICES SHALL BE ALMOND WITH MATCHING PLASTIC COVER PLATES, SPECIFICATION GRADE AS INDICATED BELOW, EQUAL TO THE COOPER (EATON) QUALITY INDICATED. (EQUAL BY WAITSTOPPER AND LEVITON)

TOGGLE SWITCHES SHALL BE AS FOLLOWS:

SINGLE POLE 20 AMP	COOPER 1221
DOUBLE POLE 20 AMP	COOPER 1222
THREE WAY 20 AMP	COOPER 1223
FOUR WAY 20 AMP	COOPER 1224

WALL MOUNTED SENSORS SHALL BE AS FOLLOWS:

OCCUPANCY SINGLE SWITCH	COOPER ONW-P-1001-MV
OCCUPANCY DUAL SWITCH	COOPER ONW-P-1001-DMV
OCCUPANCY DIMMER	COOPER OSW-D-010
OCCUPANCY PRESET	COOPER OSW-P-010

CEILING MOUNTED SENSORS SHALL BE AS FOLLOWS:

OCCUPANCY SINGLE SWITCH	COOPER OAC-DT
POWER PACKS	COOPER SP20-RD4

DUPLEX RECEPTACLES SHALL HAVE A NYLON FACE AND SHALL BE AS FOLLOWS:

15 AMP DUPLEX	COOPER 5252
20 AMP DUPLEX	COOPER 5362
15 AMP DUPLEX-GFCI	COOPER GF5262
20 AMP DUPLEX-GFCI	COOPER GF5362

- B. DUPLEX RECEPTACLES ON DEDICATED CIRCUIT SHALL BE 20 AMP. OTHER DUPLEX RECEPTACLES MAY BE 15 AMP, UNLESS OTHERWISE NOTED.
- C. OUTLET BOXES SHALL NOT BE MOUNTED BACK-TO-BACK.
- D. A MAXIMUM OF 10 RECEPTACLES SHALL BE ON EACH BRANCH CIRCUIT.
- E. WEATHERPROOF COVERS SHALL HAVE A LID SO THAT PLUGS MAY BE INSTALLED WITHOUT COMPROMISING THE WP FUNCTION, EQUAL TO INTERMATIC GUARDIAN ONE #WP1020C.
- F. ALL OUTLETS (INCLUDING TELEPHONE, CABLE TV AND DATA) SHALL HAVE COVER PLATES, BLANK IF NOT USED.

PART 5: DISCONNECT SWITCHES

- A. DISCONNECT SWITCHES SHALL BE HEAVY-DUTY TYPE IN NEMA 1 ENCLOSURES (UNLESS OTHERWISE INDICATED), FUSED OR NON-FUSED AS INDICATED. FUSED SWITCHES SHALL HAVE REJECTION-TYPE FUSE CLIPS. SWITCHES SHALL BE SQUARE D, OR EQUAL. FUSES SHALL BE CLASS R-5, TIME DELAY. A SET OF 3 SPARE FUSES OF EACH SIZE AND TYPE SHALL BE FURNISHED TO THE OWNER.

PART 6: PANELBOARDS

- A. PANELBOARDS SHALL BE DEAD-FRONT SAFETY TYPE. ALL CIRCUIT BREAKERS SHALL BE MOLDED-CASE, BOLT-ON, AUTOMATIC THERMAL MAGNETIC TYPE, CALIBRATED FOR 40°C, OR AMBIENT COMPENSATION. CABINET SHALL BE 20 INCHES WIDE MINIMUM, WITH NOT LESS THAN 4-INCH WIRING GUTTERS AT TOP, SIDES, AND BOTTOM, SQUARE D "NF", "NQOD", OR EQUAL. BUS SHALL BE ALUMINUM WITH RATINGS AS INDICATED ON DRAWINGS. LUGS SHALL BE SIZED TO ACCOMMODATE CONDUCTORS INDICATED ON THE POWER RISER DIAGRAM.
- B. PROVIDE HANDLE LOCK-ON DEVICES ON ALL CIRCUIT BREAKERS CONNECTED TO EMERGENCY, EXIT, AND NIGHT LIGHTING, FIRE ALARM, TELEPHONE AND SECURITY SYSTEMS.
- C. CIRCUIT BREAKERS USED FOR SWITCHING OF LIGHTING OR SIGN CIRCUITS SHALL BE SWITCHING DUTY RATED AND SHALL BE MARKED "SWD".

PART 7: LIGHT FIXTURES

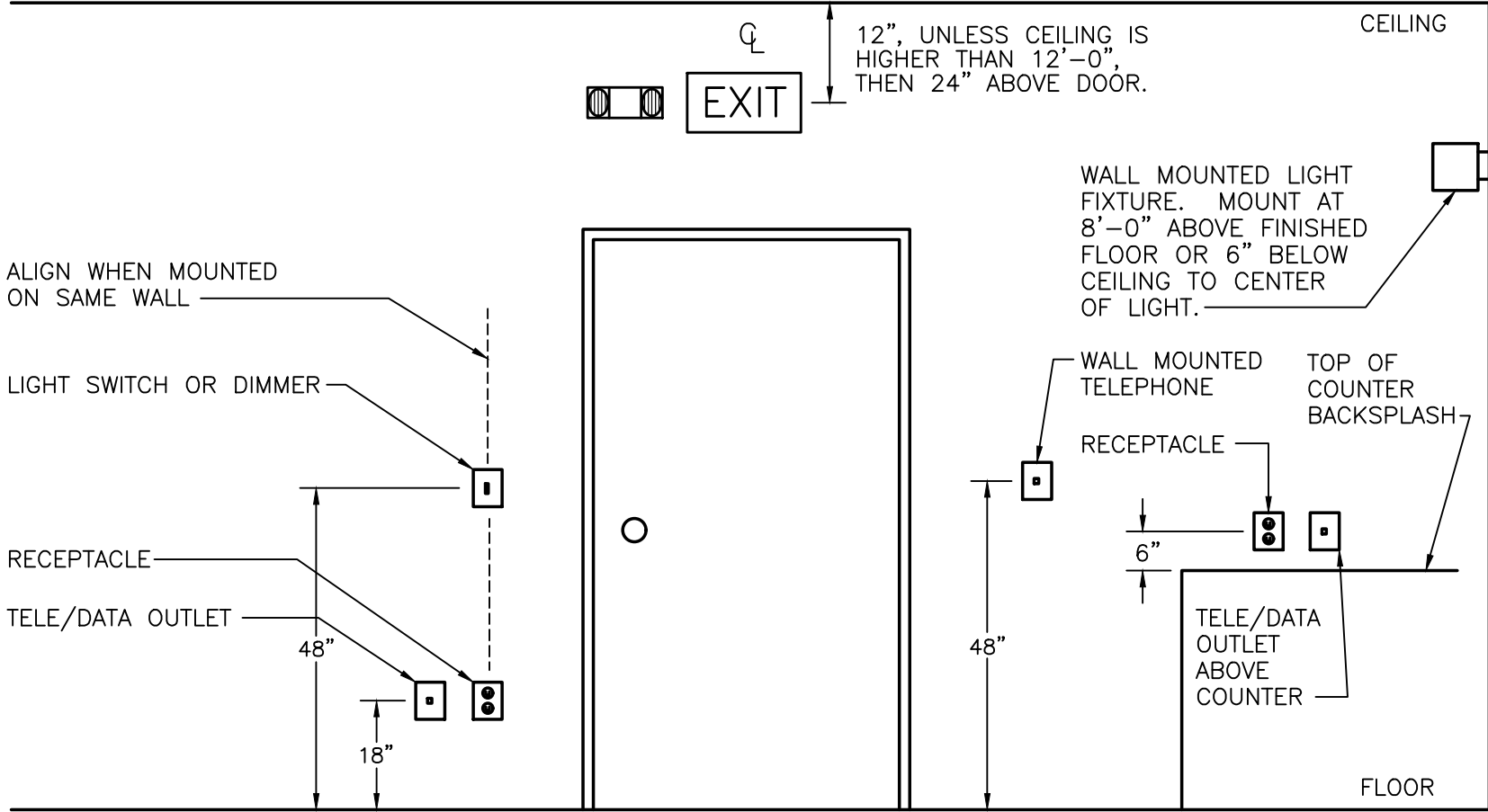
- A. CATALOG NUMBERS GIVEN DENOTE MINIMUM QUALITY AND PERFORMANCE REQUIRED. EQUAL EQUIPMENT BY OTHER MANUFACTURERS IS ACCEPTABLE AS INDICATED ON THE LIGHT FIXTURE SCHEDULE.
- B. LAY-IN FIXTURES SHALL BE SUSPENDED FROM STRUCTURE WITH 2 WIRES AT OPPOSITE CORNERS. DO NOT SUPPORT FROM CEILING GRID.
- C. SEE ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATION OF LIGHT FIXTURES.
- D. ALL RECESSED LIGHTING FIXTURES SHALL BE THERMALLY PROTECTED.

PART 8: LIGHTING CONTROLS

- A. SEE WRING DEVICES FOR WALL MOUNTED CONTROLLERS.
- B. ALL SENSORS SHALL BE DUAL TECHNOLOGY ULTRASONIC AND PASSIVE INFRARED. EACH SHALL UTILIZE MULTIPLE SEGMENTED LENS WITH INTERNAL GROOVES. DEVICES SHALL HAVE POWER FAILURE MEMORY, BE COMPLIANT WITH NEMA WD7 2011 AND HAVE TIME DELAYS FROM 10 TO 30 MINUTES.
- C. CEILING MOUNTED SENSORS SHALL BE SUPPLIED WITH POWER PACKS AS REQUIRED.
- D. FURNISH AND INSTALL AN ELECTRONIC TIME CONTROLLER WHERE INDICATED. CONTROLLER SHALL BE CAPABLE OF SWITCHING 40 AMPERES PER POLE CONTINUOUSLY AT 120 VOLTS AND SHALL BE SPST (DPST, 3PST, DPTDT, SPOT, AS REQUIRED).
- E. LIGHTING CONTACTORS SHALL SWITCH A LOAD AT 120 VOLTS, 60 HZ AND SHALL HAVE THE NUMBER OF POLES INDICATED ON THE DRAWINGS. THE CONTACTOR SHALL BE CONTINUOUSLY RATED 20 AMPERES PER POLE FOR ALL TYPES OF BALLAST AND TUNGSTEN LIGHTING AND RESISTANCE LOADS.
- F. ALL LIGHTING CONTACTORS SHALL BE ELECTRICALLY HELD AND HAVE A NEMA 1 ENCLOSURE UNLESS OTHERWISE NOTED.

PART 10: FIRE STOPPING

- A. ALL PENETRATIONS OF NON-RATED PENETRATIONS SHALL BE SEALED WITH RATED MATERIALS MEETING ASTM E-814.
- B. PROVIDE FIRE STOPPING DEVICE(S) OR SYSTEM(S) WHICH HAVE BEEN TESTED AND LISTED AS COMPLYING WITH ASTM E-814. INSTALL THE DEVICE(S) OR SYSTEM(S) IN ACCORDANCE WITH THE CONDITIONS OF THEIR LISTING. PROVIDE THE APPROPRIATE DEVICE(S) OR SYSTEM(S) WITH AN "F" RATING EQUAL TO THE RATING OF THE ASSEMBLY BEING PENETRATED.
- C. DEVICE(S) AND/OR SYSTEM(S) SHALL BE BY HILTI, 3M OR EQUIVALENT.
- D. WHERE OPENINGS FOR INSTALLATION OF ELECTRICAL BOXES EXCEEDS 16 SQUARE INCHES IN RATED WALLS OR PARTITIONS, THE OPENING SHALL BE PROTECTED AS REQUIRED BY THE APPROPRIATE WALL LISTING TYPE.



- NOTES:
1. ALL DIMENSIONS ARE TO CENTER LINE OF DEVICE, UNLESS OTHERWISE NOTED.

SYMBOL SCHEDULE

	CONDUIT AND/OR WIRING SYSTEM CONCEALED IN CONSTRUCTION IN FINISHED AREAS, EXPOSED IN UNFINISHED AREAS. NUMBER OF TICKS INDICATED NUMBER OF CONDUCTORS, HOT AND NEUTRAL. NO TICKS INDICATES TWO CONDUCTORS (GROUND WIRES NOT SHOWN)
	CONDUIT AND/OR WIRING SYSTEM CONCEALED BELOW FLOOR OR FLOOR SLAB.
	CONDUIT TURNING UP
	CONDUIT TURNING DOWN
	CONDUIT STUB. TERMINATE WITH BUSHING OR CAP IF UNDERGROUND.
	BREAK IN CONDUIT, SEE PLAN FOR CONTINUATION.
	NON-RIGID RACEWAY SYSTEM
	BRANCH CIRCUIT HOMERUN TO PANEL.
	JUNCTION BOX SIZED PER NEC.
	S SINGLE POLE SWITCH, 20 AMP, 120/277 VOLT, COOPER 1221, OR EQUAL.
	S ₂ DOUBLE POLE SWITCH, 20 AMP, 120/277 VOLT, COOPER 1222, OR EQUAL.
	S ₃ THREE WAY SWITCH, 20 AMP, 120/277 VOLT, COOPER 1223, OR EQUAL.
	S ₄ FOUR WAY SWITCH, 20 AMP, 120/277 VOLT, COOPER 1224, OR EQUAL.
	S _D DIMMER SWITCH, 1200W, 120V, LUTRON NT-SERIES, UNLESS OTHERWISE NOTED. PROVIDE DOUBLE GANG J-BOX FOR DIMMERS 1600W AND ABOVE.
	S _M FRACTIONAL HORSEPOWER MANUAL MOTOR STARTER WITH O.L.'S
	S _{SC} SENSOR SWITCH OR EQUAL. WALL MOUNTED DUAL TECHNOLOGY OCCUPANCY MANUAL ON-AUTO OFF-30MIN. TIMEOUT.
	S _{SDC} SENSOR SWITCH OR EQUAL. WALL MOUNTED DUAL TECHNOLOGY OCCUPANCY CAPABLE OF 0-10V DIMMING. MANUAL ON-AUTO OFF-30MIN. TIMEOUT.
	S _{SC} SENSOR SWITCH OR EQUAL. CEILING MOUNTED DUAL TECHNOLOGY OCCUPANCY MANUAL VIA WALL SWITCH AUTO OFF-30MIN. TIMEOUT. 2000 SOFT COVERAGE. PROVIDE POWER PACKS AND LOW VOLTAGE CONNECTIONS AS REQUIRED.
	D DUPLEX RECEPTACLE, 15 AMP, 120 VOLT (USE 20 AMP FOR SINGLE RECEPTACLE ON A CIRCUIT.) MOUNT 18" A.F.F., U.O.N., COOPER 5252 OR EQUAL.
	D _U DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER BACKSPLASH, OR AT 48" A.F.F. U.O.N., COOPER 5252 OR EQUAL.
	D ₂ DOUBLE DUPLEX RECEPTACLE MOUNT AT 18" A.F.F. TWO NEMA 5-15R DUPLEX RECEPTACLES IN A COMMON BOX AND COVER PLATE.
	GFCI GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE. NEMA 5-20R DUPLEX. ALL RECEPTACLES INSTALLED OUTSIDE, WITHIN 6' OF A SINK OR IN A KITCHEN SHALL BE GFCI.
	EWC GROUND FAULT NEMA 5-20R DUPLEX RECEPTACLE FOR ELECTRIC WATER COOLER COORDINATE LOCATION WITH PLUMBING CONTRACTOR.
	GFCI DOUBLE DUPLEX RECEPTACLE MOUNT AT 18" A.F.F., U.O.N. COOPER TR7745 OR EQUAL.
	WP WEATHERPROOF RECEPTACLE. NEMA 5-15R DUPLEX. COVER SHALL BE COOPER #1991 WHERE MOUNTED HORIZONTAL AND #4966 WHERE MOUNTED VERTICAL.
	KVA DUPLEX RECEPTACLE MOUNTED IN "F" FOR FLOOR AND "C" FOR CEILING. FLOOR BOX SHALL BE CAST ALUMINUM WITH BRASS COVER.
	M FRACTIONAL HORSEPOWER MOTOR CONNECTION.
	MO MOTOR CONNECTION, NUMBER INDICATES HORSEPOWER.
	W CONNECTION FOR WATER HEATER, VOLTAGE, PHASE AND SIZE AS INDICATED.
	WH CONNECTION FOR WALL HEATER, VOLTAGE, PHASE AND SIZE AS INDICATED.
	TV TELEVISION OUTLET, DOUBLE GANG BOX WITH SINGLE GANG OPENING, MOUNT AT 18" A.F.F. WITH 3/4" E.C. TO ABOVE ACCESSIBLE CEILING. CABLE PROVIDED BY OTHERS.



ACRYLIC LENSED LIGHTING FIXTURE. LETTER INDICATES TYPE, SEE LIGHT FIXTURE SCHEDULE. SUSPEND TWO OPPOSITE CORNERS WITH #10 AWG WIRE TO STRUCTURE AND ATTACH THE REMAINING TWO CORNERS TO THOSE WIRES. GRID ALONE SHALL NOT SUPPORT FIXTURE.

WALL MOUNTED ROUND LIGHT FIXTURE. LETTER INDICATES TYPE, SEE LIGHT FIXTURE SCHEDULE.

FIXTURE WITH INTEGRAL 600 LUMEN BATTERY INVERTER AND/OR ON EMERGENCY LIGHTING CIRCUIT. LETTER INDICATES TYPE, SEE LIGHT FIXTURE SCHEDULE FOR TYPE AND FOR BATTERY REQUIREMENT. SUPPORT FIXTURES IN SAME MANNER AS LISTED ABOVE.

WALL MOUNTED EMERGENCY LIGHTING BATTERY PACK FIXTURE, SEE LIGHT FIXTURE SCHEDULE.

CEILING OR WALL MOUNTED EXIT SIGN RESPECTIVELY. SOLID SPACES INDICATE FACES. PROVIDE ARROWS AS INDICATED ON PLANS. SEE LIGHT FIXTURE SCHEDULE.

WALL MOUNTED COMBINATION EMERGENCY BATTERY PACK AND EXIT SIGN. SEE LIGHT FIXTURE SCHEDULE.

FIRE ALARM SMOKE DETECTOR, CEILING MOUNTED.

NONFUSED DISCONNECT SWITCH, SIZE AS INDICATED ON DRAWINGS, NEMA 1 ENCLOSURE U.O.N.

FUSED DISCONNECT SWITCH, SIZE AS INDICATED ON DRAWINGS, FUSE PER NAMEPLATE DATA OR AS INDICATED, NEMA 1 ENCLOSURE U.O.N.

ENCLOSED CIRCUIT BREAKER, SIZE AS INDICATED ON DRAWINGS, NEMA 1 ENCLOSURE U.O.N.

LIGHTING AND/OR POWER PANEL BOARD, SURFACE MOUNTED WITH REQUIRED CODE CLEARANCE. SEE PANEL SCHEDULE FOR AMPERAGE.

LIGHTING AND/OR POWER PANEL BOARD, RECESSED MOUNTED WITH REQUIRED CODE CLEARANCE. SEE PANEL SCHEDULE FOR AMPERAGE.

RISER DIAGRAM.

DRY TYPE TRANSFORMER. SEE POWER RISER DIAGRAM FOR SIZE. TRANSFORMER SHALL BE FLOOR MOUNTED UNLESS OTHERWISE NOTED.

WALL MOUNTED UTILITY METER.

PUSHBUTTON.

ABBREVIATIONS

A	AMPERE	MTS	MANUAL TRANSFER SWITCH
AF	AMP FRAME	N/A	NOT APPLICABLE
AFF	ABOVE FINISHED FLOOR	NC	NORMALLY CLOSED
AFG	ABOVE FINISHED GRADE	NEC	NATIONAL ELECTRIC CODE
C	CONDUIT	NL	NIGHT LIGHT
CKT	CIRCUIT	NO	NORMALLY OPEN
EWC	ELECTRIC WATER COOLER	#	NUMBER
FLA	FULL LOAD AMPS	NTS	NOT TO SCALE
FPN	FUSE PER NAMEPLATE	P	POLE
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	Ø	PHASE
G	GROUND	PNL	PANELBOARD
HVAC	HEATING, VENTILATION AND AIR CONDITIONING	SCWT	SCREW COVER WIRE TROUGH
IG	ISOLATED GROUND	SPD	SURGE PROTECTION DEVICE
KV	KILOVOLT	SW	SWITCH
KVA	KILOVOLT AMPERE	TELE/DATA	TELEPHONE/DATA
KCMIL	THOUSAND CIRCULAR MILS	TYP	TYPICAL
KW	KILOWATT	UG	UNDERGROUND
MCB	MAIN CIRCUIT BREAKER	V	VOLT
MCC	MOTOR CONTROL CENTER	UON	UNLESS OTHERWISE NOTED
MISC	MISCELLANEOUS	WP	WEATHERPROOF
MLO	MAIN LUGS ONLY	XFMR	TRANSFORMER
		3R	NEMA 3R ENCLOSURE

- NOTES:
1. SEE DEVICE MOUNTING ELEVATION FOR MOUNTING HEIGHTS.
2. SEE SPECIFICATIONS FOR DEVICE COLOR AND COVER PLATE STYLE.

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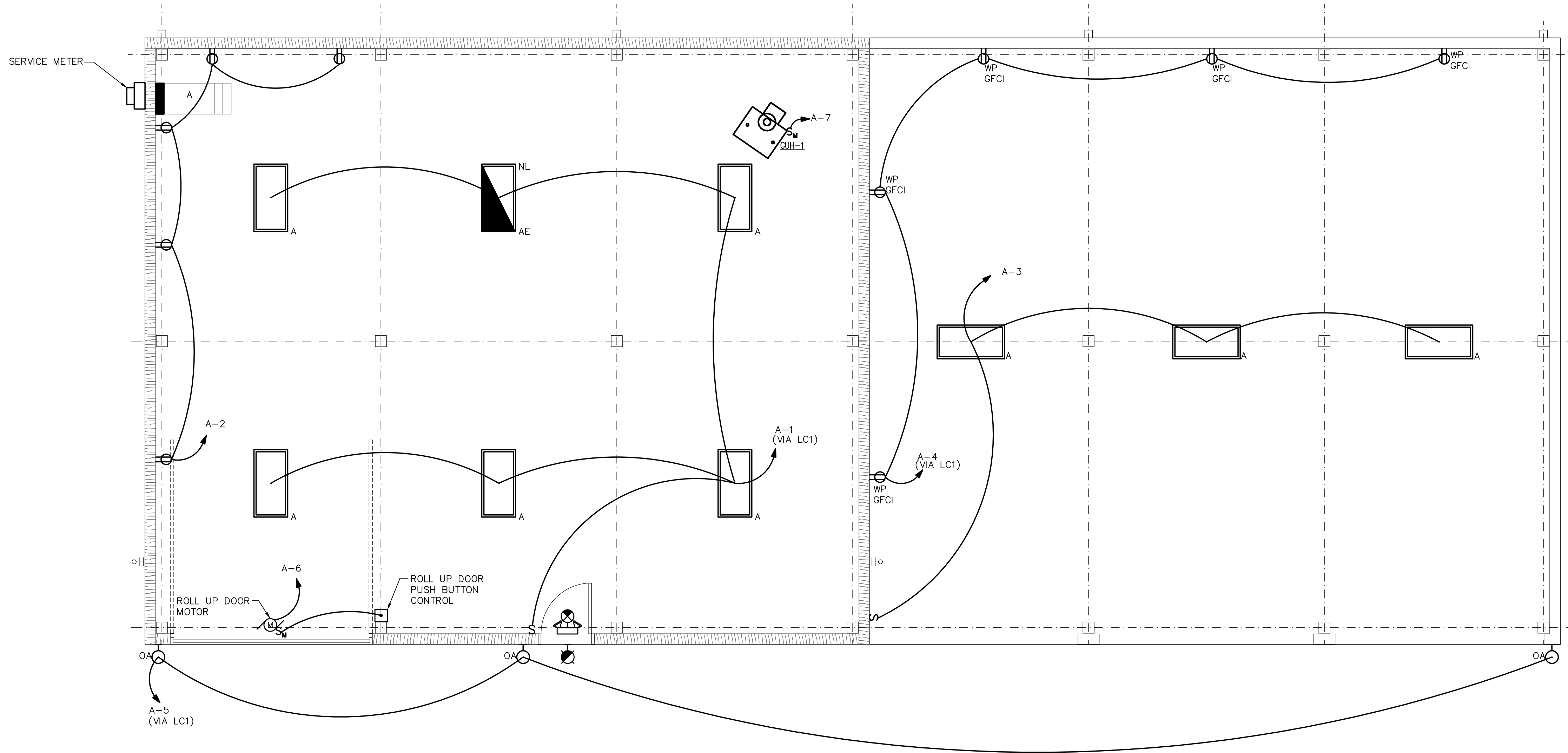
SEAL
NORTH CAROLINA PROFESSIONAL ENGINEER
SEAL 2009
ENGINEER
C. DEAN BELK
7/8/21

TITLE

TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

COMM. NO.	21-06
DATE	7-8-2021
REVISIONS	

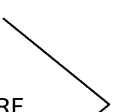
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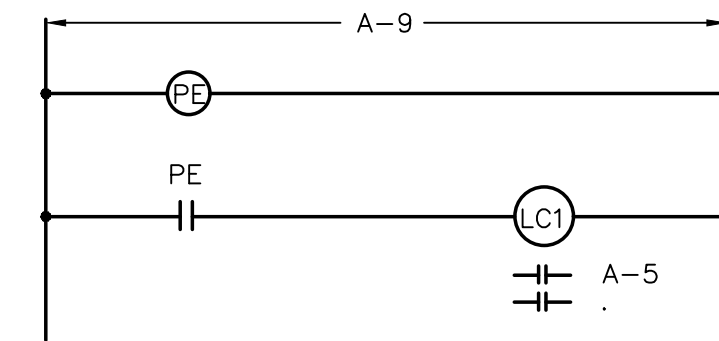


1 BUILDING 1 PLANS - LIGHTING AND POWER
E-2 SCALE: 1/4" = 1'-0"

- GENERAL NOTES:
- ALL PANELS SHALL BE MOUNTED WITH THE BOTTOM OF THE PANEL AT MINIMUM 18" A.F.F.
 - COORDINATE WITH MECHANICAL ON LOCATION OF DUCT DETECTORS.
 - ALL EXIT/EMERGENCY LIGHTING CONNECT TO LOCAL CIRCUIT AHEAD OF ALL CONTROLS.
 - NL - INDICATES LIGHT ON 24/7 FOR SECURITY AND EGRESS. CONNECT THE FIXTURE AHEAD OF ALL CONTROLS.
 - MOUNT WAREHOUSE LIGHTS 14.5' ABOVE FINISHED FLOOR.
 - INSTALL LIGHTING CONTACTOR CONTROLS ABOVE ELECTRICAL PANEL A.
 - PROVIDE 2HR OVERRIDE SWITCH FOR TIME CLOCK CONTROLS FOR INTERIOR LIGHTS. COORDINATE WITH OWNER ON LOCATION OF SWITCH.

- KEYED NOTES:
- WAREHOUSE OUTLETS TO BE PLACED AT 48" AFF.

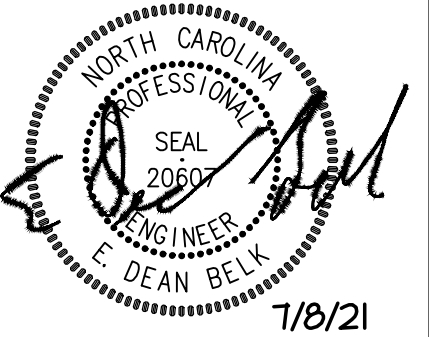
NORTH CAROLINA ENERGY CODE					
APPENDIX B (NCECC 2018)					
ELECTRICAL SUMMARY					
METHOD OF COMPLIANCE:					
ENERGY CODE:	☒ PRESCRIPTIVE	☐ PERFORMANCE			
ASHRAE 90.1:	☐ PRESCRIPTIVE	☐ PERFORMANCE			
LIGHTING SCHEDULE					
LAMP TYPE REQUIRED IN FIXTURE			SEE LIGHT FIXTURE SCHEDULE ON SHEET E-4		
NUMBER OF LAMPS IN FIXTURE					
BALLAST TYPE USED IN THE FIXTURE					
NUMBER OF BALLASTS IN FIXTURE					
TOTAL WATTAGE PER FIXTURE					
TOTAL INTERIOR WATTAGE SPECIFIED VS ALLOWED	0.24 W/SQ. FT.	VS	0.59	W/SQ. FT.	
EXTERIOR WATTAGE SPECIFIED VS ALLOWED	168	W	VS	575.00	W
ADDITIONAL PRESCRIPTIVE COMPLIANCE					
☐	C406.2	MORE EFFICIENT MECHANICAL EQUIPMENT			
☒	C406.3	REDUCED LIGHTING POWER DENSITY			
☐	C406.4	ENHANCED LIGHTING CONTROLS			
☐	C406.5	ON-SITE SUPPLY OF RENEWABLE ENERGY			
☐	C406.6	DEDICATED OUTDOOR AIR SYSTEM			
☐	C406.7	HIGHER EFFICIENCY SERVICE WATER HEATING			



2 LIGHTING CONTROL SCHEMATIC
E-2 NO SCALE

- LC1 LIGHTING CONTACTOR, 2-POLE, 20A CONTACTS NEMA 1 ENCLOSURE.
PE PHOTOCELL IN NEMA 3R ENCLOSURE MOUNTED ON ROOF FACING NORTH.

SEAL



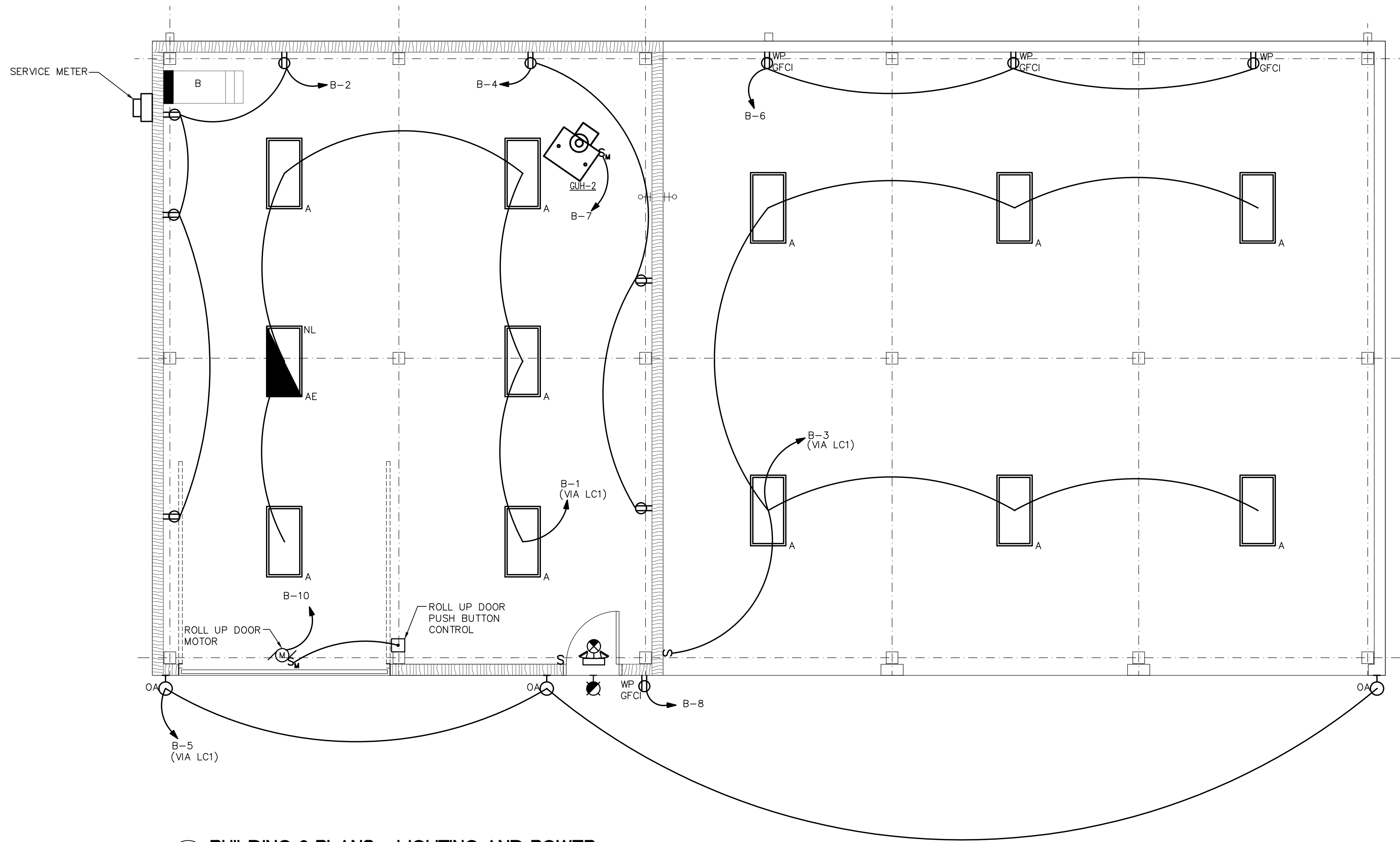
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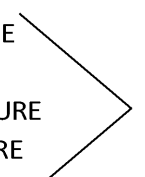
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of
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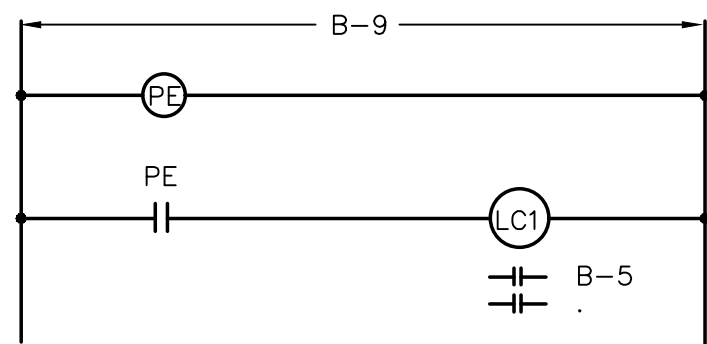


1 BUILDING 2 PLANS - LIGHTING AND POWER
E-3 SCALE: 1/4" = 1'-0"

- GENERAL NOTES:
1. ALL PANELS SHALL BE MOUNTED WITH THE BOTTOM OF THE PANEL AT MINIMUM 18" A.F.F.
 2. COORDINATE WITH MECHANICAL ON LOCATION OF DUCT DETECTORS.
 3. ALL EXIT/EMERGENCY LIGHTING CONNECT TO LOCAL CIRCUIT AHEAD OF ALL CONTROLS.
 4. NL - INDICATES LIGHT ON 24/7 FOR SECURITY AND EGRESS. CONNECT THE FIXTURE AHEAD OF ALL CONTROLS.
 5. MOUNT WAREHOUSE LIGHTS 14.5' ABOVE FINISHED FLOOR.
 6. INSTALL LIGHTING CONTACTOR CONTROLS ABOVE ELECTRICAL PANEL B.
 7. PROVIDE 2HR OVERRIDE SWITCH FOR TIME CLOCK CONTROLS FOR INTERIOR LIGHTS. COORDINATE WITH OWNER ON LOCATION OF SWITCH.

- KEYED NOTES:
1. WAREHOUSE OUTLETS TO BE PLACED AT 48" AFF.

NORTH CAROLINA ENERGY CODE					
APPENDIX B (NCECC 2018)					
ELECTRICAL SUMMARY					
METHOD OF COMPLIANCE:					
ENERGY CODE:	☒ PRESCRIPTIVE	☐ PERFORMANCE			
ASHRAE 90.1:	☐ PRESCRIPTIVE	☐ PERFORMANCE			
LIGHTING SCHEDULE					
LAMP TYPE REQUIRED IN FIXTURE			SEE LIGHT FIXTURE SCHEDULE ON SHEET E-4		
NUMBER OF LAMPS IN FIXTURE					
BALLAST TYPE USED IN THE FIXTURE					
NUMBER OF BALLASTS IN FIXTURE					
TOTAL WATTAGE PER FIXTURE					
TOTAL INTERIOR WATTAGE SPECIFIED VS ALLOWED			0.39 W/SQ. FT.	VS	0.59 W/SQ. FT.
EXTERIOR WATTAGE SPECIFIED VS ALLOWED			168	W	VS 575.00 W
ADDITIONAL PRESCRIPTIVE COMPLIANCE					
☐	C406.2	MORE EFFICIENT MECHANICAL EQUIPMENT			
☒	C406.3	REDUCED LIGHTING POWER DENSITY			
☐	C406.4	ENHANCED LIGHTING CONTROLS			
☐	C406.5	ON-SITE SUPPLY OF RENEWABLE ENERGY			
☐	C406.6	DEDICATED OUTDOOR AIR SYSTEM			
☐	C406.7	HIGHER EFFICIENCY SERVICE WATER HEATING			

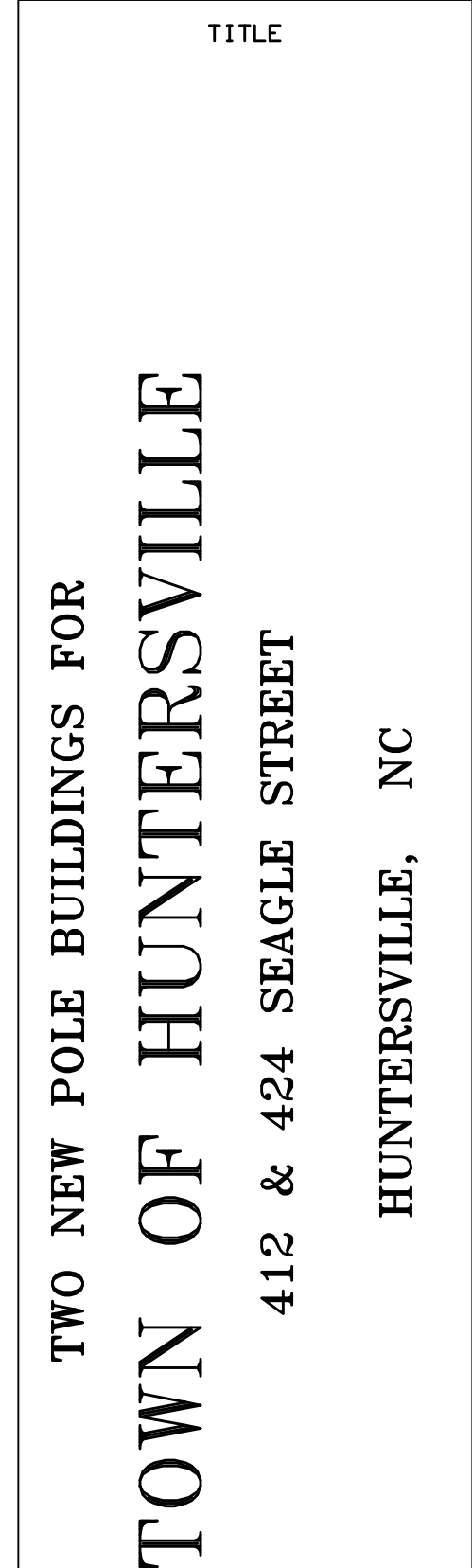


2 LIGHTING CONTROL SCHEMATIC
E-3 NO SCALE

- (LC1) LIGHTING CONTACTOR, 2-POLE, 20A CONTACTS NEMA 1 ENCLOSURE.
(PE) PHOTOCELL IN NEMA 3R ENCLOSURE MOUNTED ON ROOF FACING NORTH.

[illegible]

MECHANICAL EQUIPMENT SCHEDULE									
EQUIPMENT DESIGNATION	EQUIPMENT CATEGORY	MCA	MOCp	VOLTS	PHASE	HP/KW	DISCONNECT	NOTES	
GHU-1,2	GAS UNIT HEATER			120	1	0.15	SM		
1. THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL AS REQUIRED ALL DISCONNECT SWITCHES, RECEPTACLES, ETC. TO MECHANICAL/PLUMBING EQUIPMENT. THE ELECTRICAL CONTRACTOR SHALL ALSO PROVIDE ALL CORDS, PLUGS, CABLES, ETC., ON EQUIPMENT REQUIRING SUCH ITEMS. 2. THE ELECTRICAL CONTRACTOR SHALL PROVIDE FINAL CONNECTIONS TO ALL MECHANICAL/PLUMBING EQUIPMENT AS REQUIRED.									



SHEET
E - 4
OF
4

HVAC GENERAL NOTES	
1.	THE CONTRACTOR SHALL FURNISH AND INSTALL ALL MATERIAL AND EQUIPMENT IN STRICT ACCORDANCE WITH APPLICABLE CODES AND STANDARDS, AND PER MANUFACTURER'S DIRECTIONS.
2.	THE CONTRACTOR SHALL SECURE AND PAY FOR ALL NECESSARY PERMITS, LICENSE, INSPECTIONS, APPROVALS, AND FEES.
3.	THE CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL OTHER TRADES BEFORE INSTALLATION OF ANY MATERIALS OR EQUIPMENT.
4.	THESE DRAWINGS ARE DIAGMMATIC AND SHOW GENERAL LOCATION AND ARRANGEMENT OF ALL MATERIALS AND EQUIPMENT. THE DRAWINGS SHALL BE FOLLOWED AS CLOSELY AS BUILDING CONSTRUCTION AND ALL OTHER WORK WILL PERMIT.
5.	DO NOT SCALE DRAWINGS FOR MEASUREMENTS.
6.	ALL DUCT DIMENSIONS SHOWN ARE INTERIOR OPEN AREA DIMENSIONS. CONTRACTOR SHALL ADJUST DUCT SIZE WHEN USING INTERNAL INSULATION IN LIEU OF EXTERNAL WRAP.
7.	ALL PENETRATIONS THROUGH EXTERIOR WALLS & ROOF SHALL BE FLASHED & COUNTERFLASHED IN A WATERPROOF MANNER. (COLOR TO MATCH EXTERIOR).
8.	SEAL ALL PENETRATIONS OF RATED WALLS WITH FIRE DAMPER, SEALANT MATERIAL APPROVED BY LOCAL CODE.
9.	ALL SUSPENDED MATERIALS AND EQUIPMENT SHALL BE INDIVIDUALLY SUPPORTED FROM THE BUILDING STRUCTURE. DO NOT SUSPEND ITEMS FROM THE CEILING OR ITS SUPPORT SYSTEM.
10.	INSTALL ALL CONTROL DEVICES, INCLUDING THERMOSTATS AND SWITCHES, 4'-0" ABOVE FINISHED FLOOR. PROVIDE THE REQUIRED DEVICE(S) FOR ALL SYSTEMS WHETHER LOCATED ON THE PLANS OR NOT. ANY THERMOSTAT LOCATED ON AN EXTERIOR WALL SHALL BE PROVIDED WITH AN INSULATED BASE.
11.	PROVIDE MANUFACTURER'S RECOMMENDED CLEARANCES AROUND MECHANICAL UNITS FOR MAINTENANCE AND FILTER REMOVAL.
12.	ALL PIPING AND DUCTWORK LOCATIONS SHALL BE COORDINATED W/ WORK UNDER OTHER DIVISIONS OF THE SPECIFICATIONS, TO AVOID INTERFERENCE.
13.	PROVIDE 1 YEAR WARRANTY ON ALL EQUIPMENT AND 5 YEAR WARRANTY ON ALL COMPRESSORS.
14.	ALL INTAKE OPENINGS SHALL BE LOCATED A MINIMUM OF 10'-0" FROM ALL EXHAUST LOCATIONS.
15.	A COMPLETE SYSTEM OF SEISMIC RESTRAINTS SHALL BE DESIGNED BY MASON INDUSTRIES & SEALED BY THEIR REGISTERED ENGR & INSTALLED BY THIS CONTR. AS REQ'D BY APPLICABLE CODES FOR THE LOCALE OF THIS PROJECT.
16.	MECHANICAL CONTRACTOR SHALL VERIFY LOCATION OF ALL PENETRATIONS FOR RELIEF HOODS, OUTSIDE AIR HOODS, LOUVERS, AND WALL CAPS WITH ARCHITECT & OWNER PRIOR TO INSTALLATION.
17.	MECHANICAL CONTRACTOR SHALL PAINT ALL RELIEF HOODS, INTAKE HOODS, LOUVERS, AND VENT CAPS. CONFIRM COLOR WITH ARCHITECT & OWNER PRIOR TO INSTALLATION.
18.	IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE SHOP DRAWINGS ARE PROVIDED TO THE ARCHITECT AND ENGINEER FOR APPROVAL PRIOR TO PURCHASE OF ANY PIECE OF EQUIPMENT, DUCTWORK OR DEVICE.

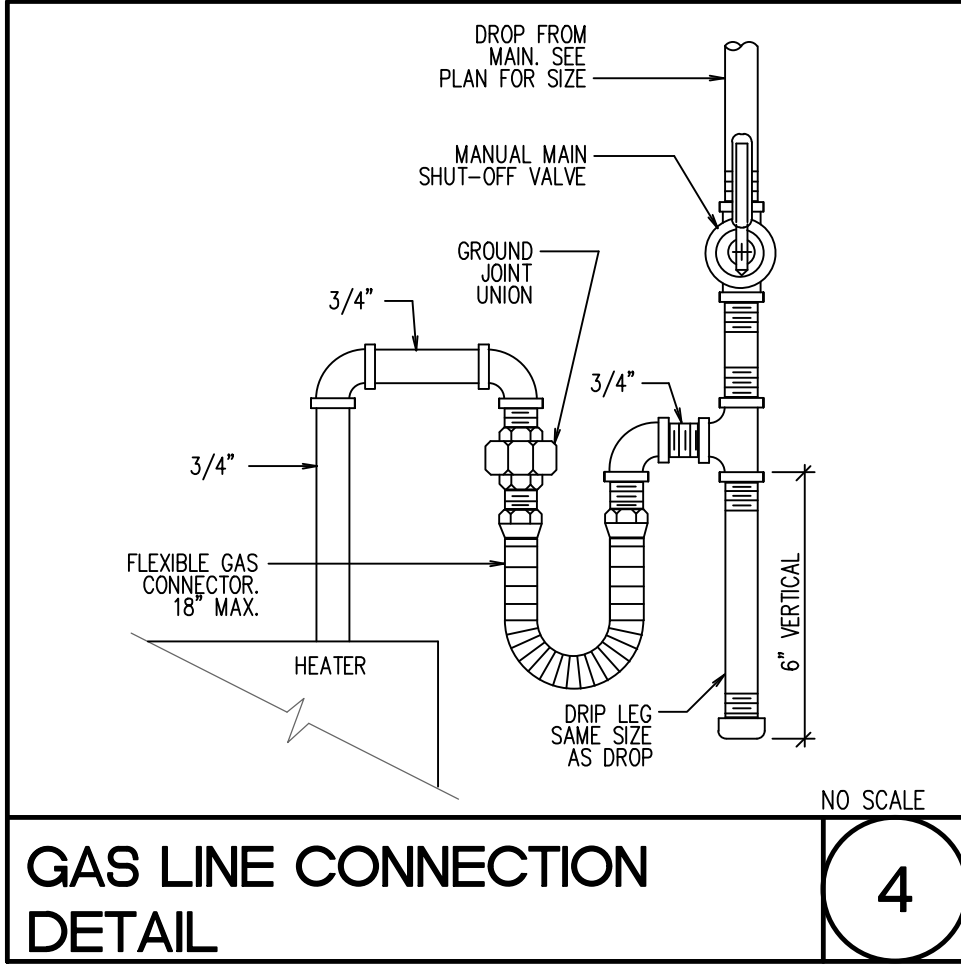
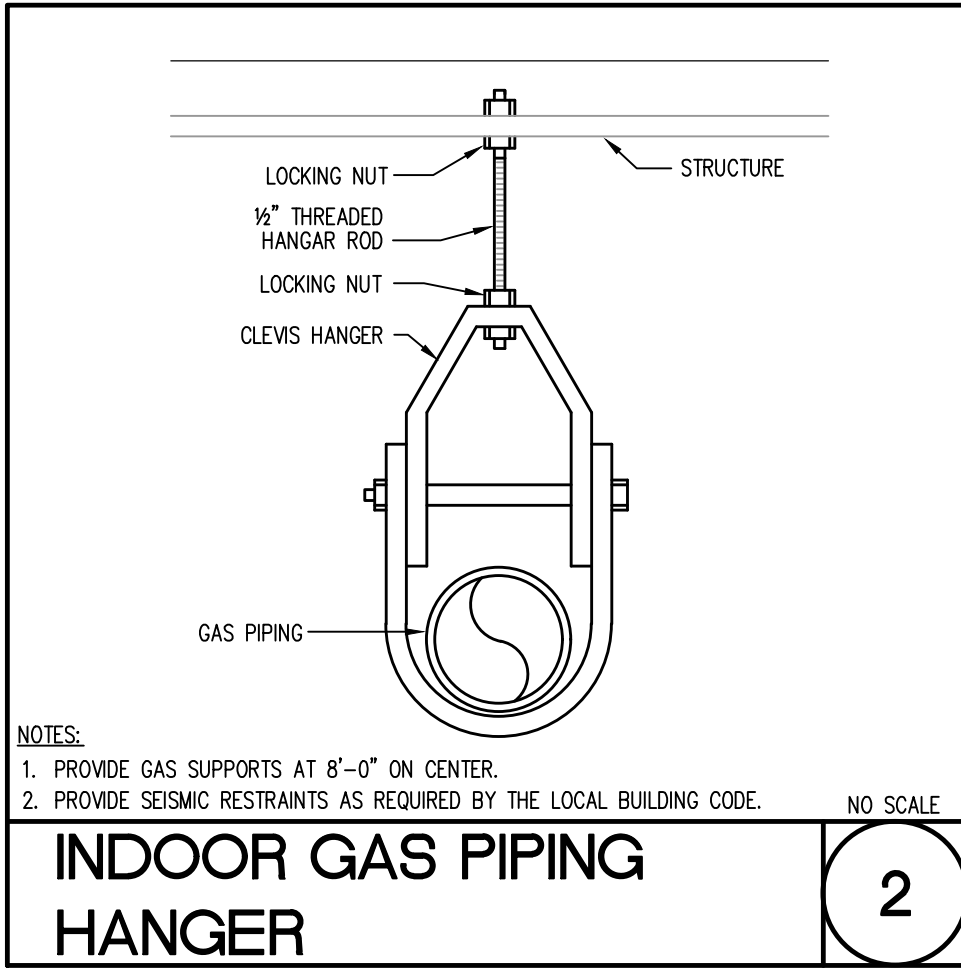
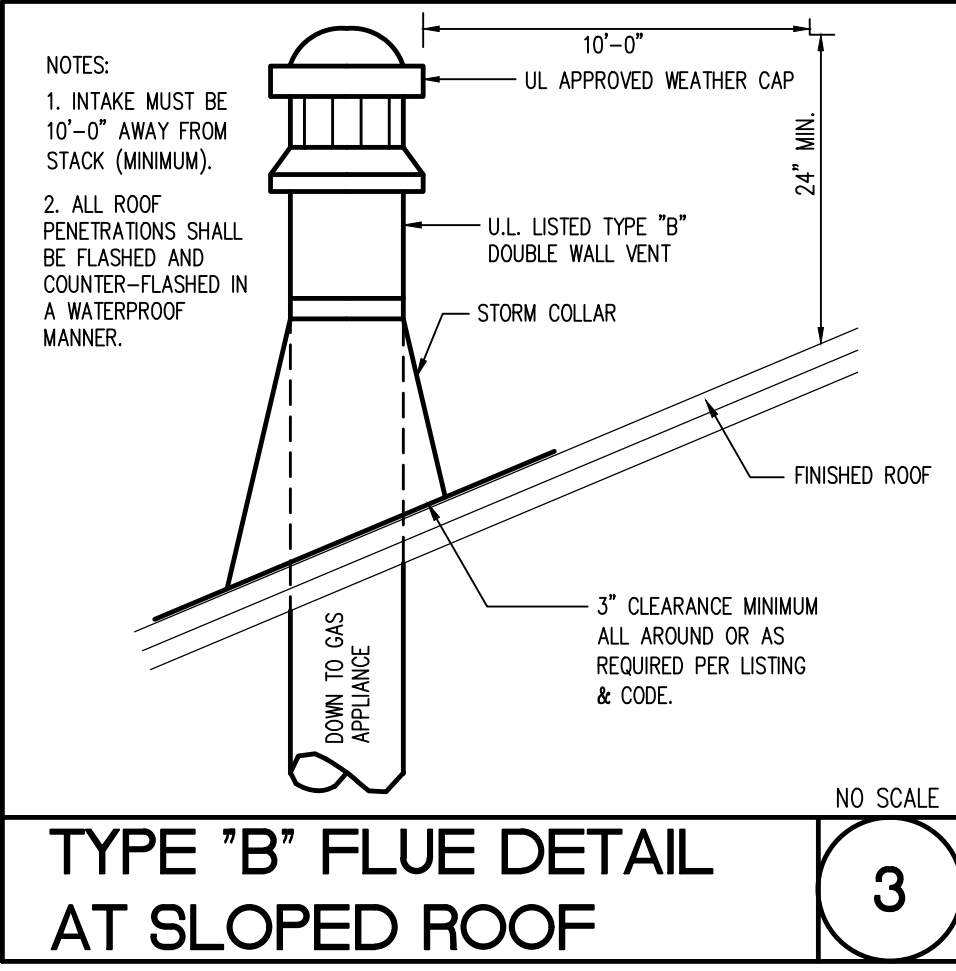
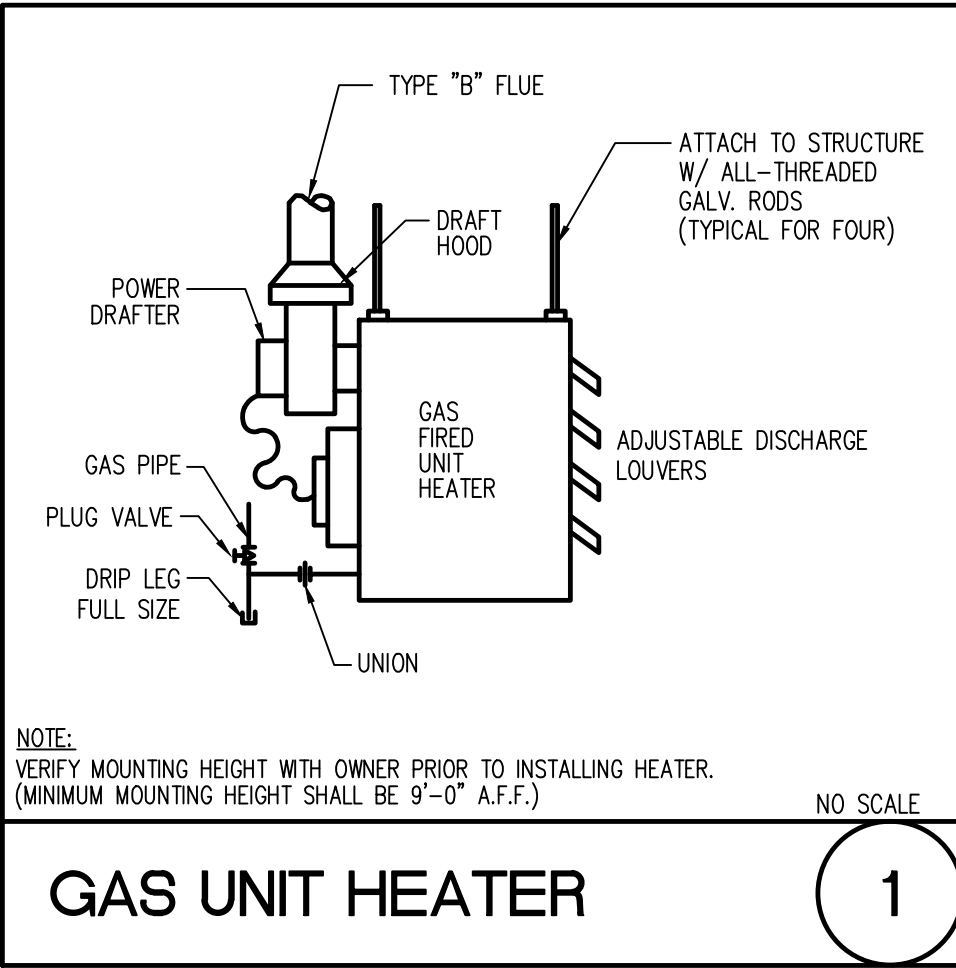
FUEL GAS PIPING:	
1.	WORK TO INCLUDE PIPING FROM GAS METER(S), SERVICE PRESSURE REGULATOR OR EXISTING PIPING, TO ALL GAS-FIRED EQUIPMENT SERVING BUILDING, INCLUDING FINAL CONNECTIONS TO EQUIPMENT.
2.	ALL WORK SHALL BE IN ACCORDANCE WITH THE STATE ADOPTED FUEL GAS CODE, ALL APPLICABLE LOCAL CODE REQUIREMENTS, AND THE REGULATIONS OF THE GAS COMPANY PROVIDING SERVICE.
3.	FUEL GAS PIPING ABOVE GROUND:
3.1.	ASTM A 53 SCHEDULE 40 SEAMLESS BLACK STEEL PIPE WITH MALLEABLE FITTINGS AND THREADED JOINTS.
3.2.	COPPER TUBING AS PERMITTED BY GAS CODE AND LOCAL AUTHORITIES.
4.	VALVES SHALL BE FULL PORT BALL VALVES APPROVED FOR USE IN FUEL GAS PIPING SYSTEMS..
5.	PROVIDE SHUT-OFF VALVE, UNION, VENT LIMITING GAS REGULATOR, DRIP LEG, AND TEST CONNECTION AT EACH PIECE OF GAS-FIRED EQUIPMENT TO PROVIDE PRESSURE TO EQUIPMENT AS REQUIRED BY MANUFACTURER.
6.	ALL PIPING EXPOSED TO THE OUTDOORS, RUN IN UNCONDITIONED SPACES, OR EXPOSED IN FINISHED SPACES SHALL BE PAINTED WITH TWO COATS OF ENAMEL. COLOR TO BE YELLOW, AS SELECTED BY ARCHITECT, OR AS REQUIRED BY GAS COMPANY.
7.	CORRUGATED STAINLESS STEEL TUBING SHALL NOT BE USED WITHOUT WRITTEN APPROVAL, EXCEPT FOR CONNECTIONS AT EQUIPMENT.
8.	BEFORE INSTALLING ANY FUEL GAS PIPING, VERIFY THAT GAS IS AVAILABLE AT THE PRESSURE INDICATED ON THE DRAWINGS. IF THE AVAILABLE PRESSURE IS DIFFERENT THAN THE DESIGN PRESSURE, IMMEDIATELY SEEK CLARIFICATION THROUGH ARCHITECT TO DETERMINE IF PIPE SIZES NEED TO BE REVISED.
9.	REGULATOR INSTALLATION
9.1.	A TEE FITTING WITH ONE OPENING CAPPED OR PLUGGED SHALL BE INSTALLED BETWEEN THE MP REGULATOR AND ITS UPSTREAM SHUTOFF VALVE. SUCH TEE FITTING SHALL BE POSITIONED TO ALLOW CONNECTION OF A PRESSURE-MEASURING INSTRUMENT AND TO SERVE AS A SEDIMENT TRAP.
9.2.	A TEE FITTING WITH ONE OPENING CAPPED OR PLUGGED SHALL BE INSTALLED NOT LESS THAN 10 PIPE DIAMETERS DOWNSTREAM OF THE MP REGULATOR OUTLET. SUCH TEE FITTING SHALL BE POSITIONED TO ALLOW CONNECTION OF A PRESSURE-MEASURING INSTRUMENT.
9.3.	WHERE CONNECTED TO RIGID PIPING, A UNION SHALL BE INSTALLED WITHIN 1 FOOT (304 MM) OF EITHER SIDE OF THE MP REGULATOR.

NORTH CAROLINA STATE BUILDING CODE			
MECHANICAL SYSTEMS, SERVICE SYSTEMS AND EQUIPMENT			
METHOD OF COMPLIANCE:		ENERGY COST BUDGET	
PRESCRIPTIVE	☒	☐	
THERMAL ZONE 3A			
EXTERIOR DESIGN CONDITIONS			
winter dry bulb	18° F.		
summer dry bulb	95° F.		
INTERIOR DESIGN CONDITIONS			
winter dry bulb	72° F.		
summer dry bulb	75° F.		
relative humidity	50% R.H.		
BUILDING HEATING LOAD	N/A		
BUILDING COOLING LOAD	N/A		
MECHANICAL SPACING CONDITIONING SYSTEM			
UNITARY		HEAT ONLY	
description of unit		SEE SCHEDULES	
heating efficiency		SEE SCHEDULES	
cooling efficiency		SEE SCHEDULES	
heat output of unit		SEE SCHEDULES	
cooling output of unit		SEE SCHEDULES	
BOILER		N/A	
total boiler output of unit			
CHILLER		N/A	
total chiller capacity			
LIST EQUIPMENT EFFICIENCIES			
Equipment schedules with motors (mechanical systems)		SEE SCHEDULES	
motor horsepower		SEE SCHEDULES	
number of phases		SEE SCHEDULES	
minimum efficiency		SEE SCHEDULES	
motor type		SEE SCHEDULES	
# of poles		SEE SCHEDULES	
DESIGNER STATEMENTS: 1			
To the best of my knowledge and belief, the design of this building complies with the mechanical systems, service systems and equipment requirements of the North Carolina State Building Code.			
SIGNED: <i>Scott Howard</i>			
NAME: Scott Howard			
TITLE: MECHANICAL DESIGNER			

VENTILATION CALCULATIONS: BUILDING 1	
NATURAL VENTILATION	
BUILDING 1: FLOOR AREA = 1,428 SQ.FT. REQUIRED OPENINGS = 1,428 SQ.FT. x 0.04 = 57.1 SQ.FT.	
ACTUAL OPENINGS = (1 x 10'x10'(ROLL UP DOOR)) + (1 x 3'x7'(STANDARD DOOR)) = 100 SQ.FT. + 21 SQ.FT. = 121 SQ.FT.	
*NATURAL VENTILATION APPLIES FOR WAREHOUSE.	

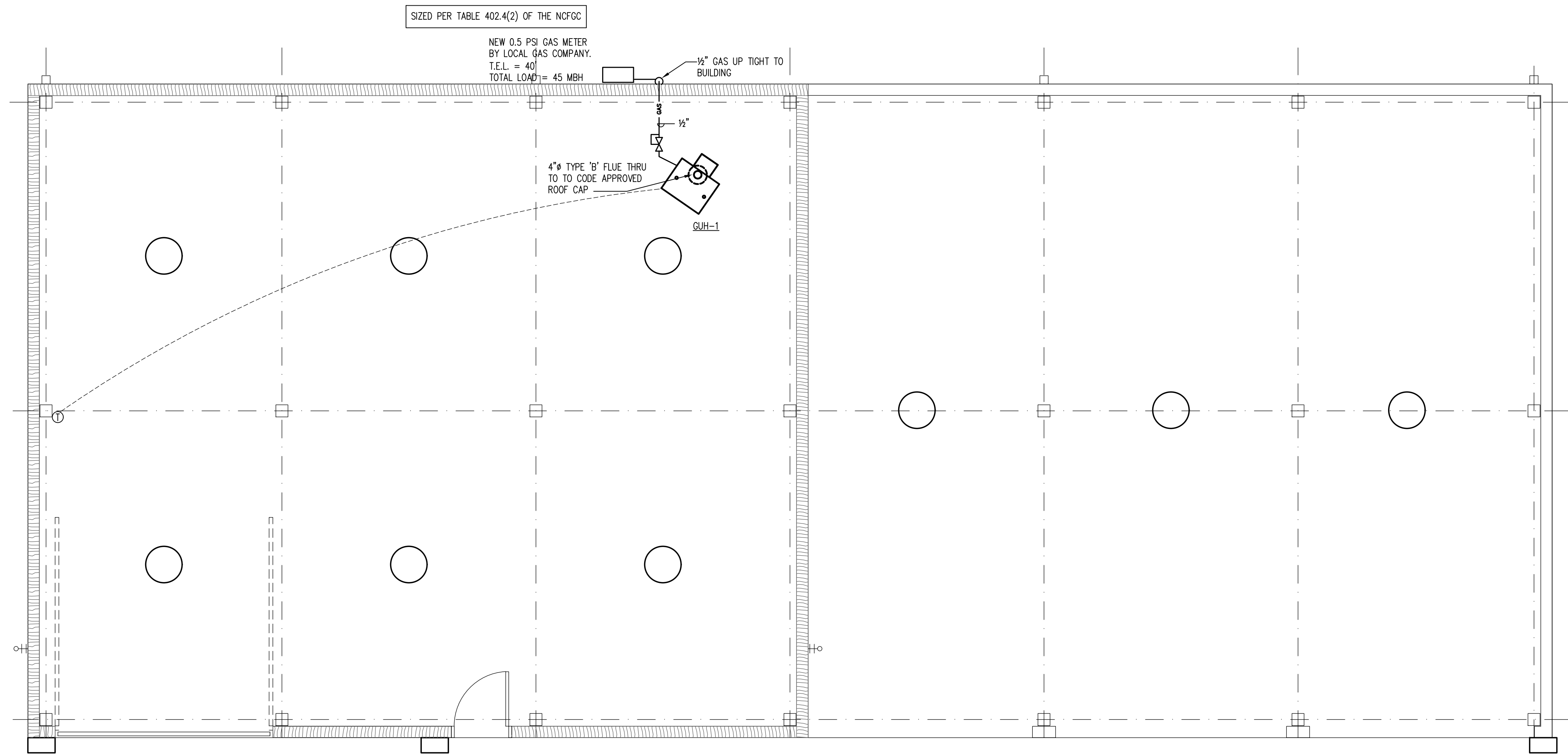
VENTILATION CALCULATIONS: BUILDING 2	
NATURAL VENTILATION	
BUILDING 2: FLOOR AREA = 953 SQ.FT. REQUIRED OPENINGS = 953 SQ.FT. x 0.04 = 38.1 SQ.FT.	
ACTUAL OPENINGS = (1 x 10'x10'(ROLL UP DOOR)) + (1 x 3'x7'(STANDARD DOOR)) = 100 SQ.FT. + 21 SQ.FT. = 121 SQ.FT.	
*NATURAL VENTILATION APPLIES FOR WAREHOUSE.	

GAS UNIT HEATER									
SYMBOL	LOCATION	HEAT INPUT (MBH)	HEAT OUTPUT (MBH)	HP	VOLT/PH	FLUE DIAMETER	MANUFACTURER	MODEL	NOTES
GUH-1	BUILDING 1	45.0	36.4	1/30	120/1	4" RD.	STERLING	QVF45	1-6
GUH-2	BUILDING 2	30.0	24.3	1/30	120/1	4" RD.	STERLING	QVF30	1-6
NOTES: 1. POWER VENTILATION. 2. TYPE "B" FLUE. 3. LOW VOLTAGE REMOTE THERMOSTAT. 4. HORIZONTAL DISCHARGE WITH ADJUSTABLE DISCHARGE LOUVERS. 5. MOUNT BOTTOM OF HEATER TO A MINIMUM OF 10' AFTER FINISHED FLOOR. 6. MINIMUM 4-POINT THREADED HANGER CONNECTIONS.									

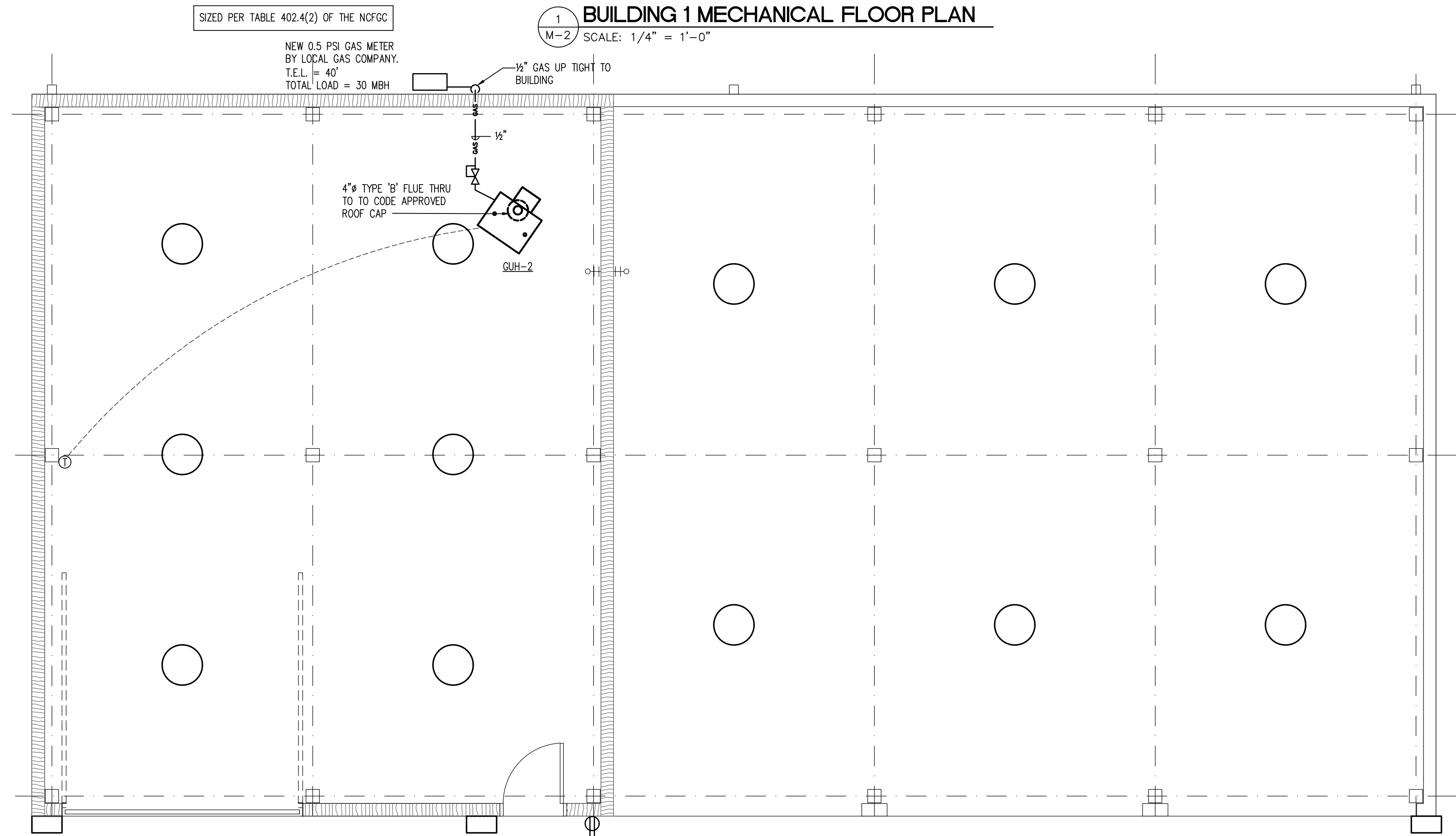


COMBUSTION AIR CALCULATIONS AIR FROM SAME SPACE GUH-1	
(1)	$\frac{50 \text{ FT}^3}{1,000 \text{ BTUH}} = \frac{2,250 \text{ FT}^3}{45,000 \text{ BTUH}}$
(2)	2250 FT ³ = MINIMUM AREA FROM SAME SPACE REQUIRED
(3)	14,280 FT ³ = SPACE PROVIDED
(4)	COMBUSTION AIR WILL BE PROVIDED IN ACCORDANCE WITH NCGC 304.5.

COMBUSTION AIR CALCULATIONS AIR FROM SAME SPACE GUH-2	
(1)	$\frac{50 \text{ FT}^3}{1,000 \text{ BTUH}} = \frac{1,500 \text{ FT}^3}{30,000 \text{ BTUH}}$
(2)	2250 FT ³ = MINIMUM AREA FROM SAME SPACE REQUIRED
(3)	9,530 FT ³ = SPACE PROVIDED
(4)	COMBUSTION AIR WILL BE PROVIDED IN ACCORDANCE WITH NCGC 304.5.



1 BUILDING 1 MECHANICAL FLOOR PLAN
M-2 SCALE: 1/4" = 1'-0"



2 BUILDING 2 MECHANICAL FLOOR PLAN
M-2 SCALE: 1/4" = 1'-0"

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7/8/21

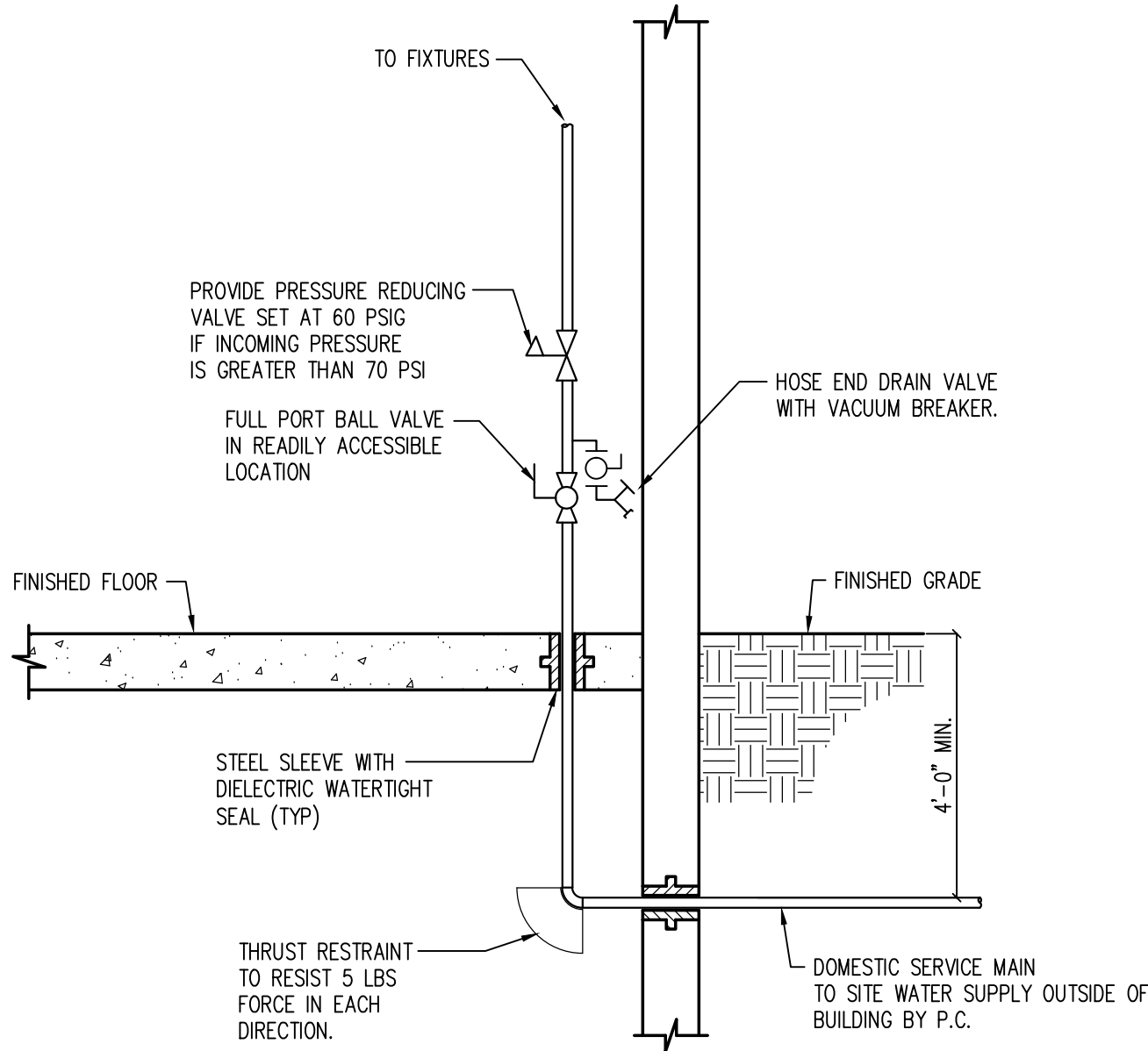
TITLE
**TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE**
412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

COMM. NO.	21-06
DATE	7-8-2021
REVISIONS	

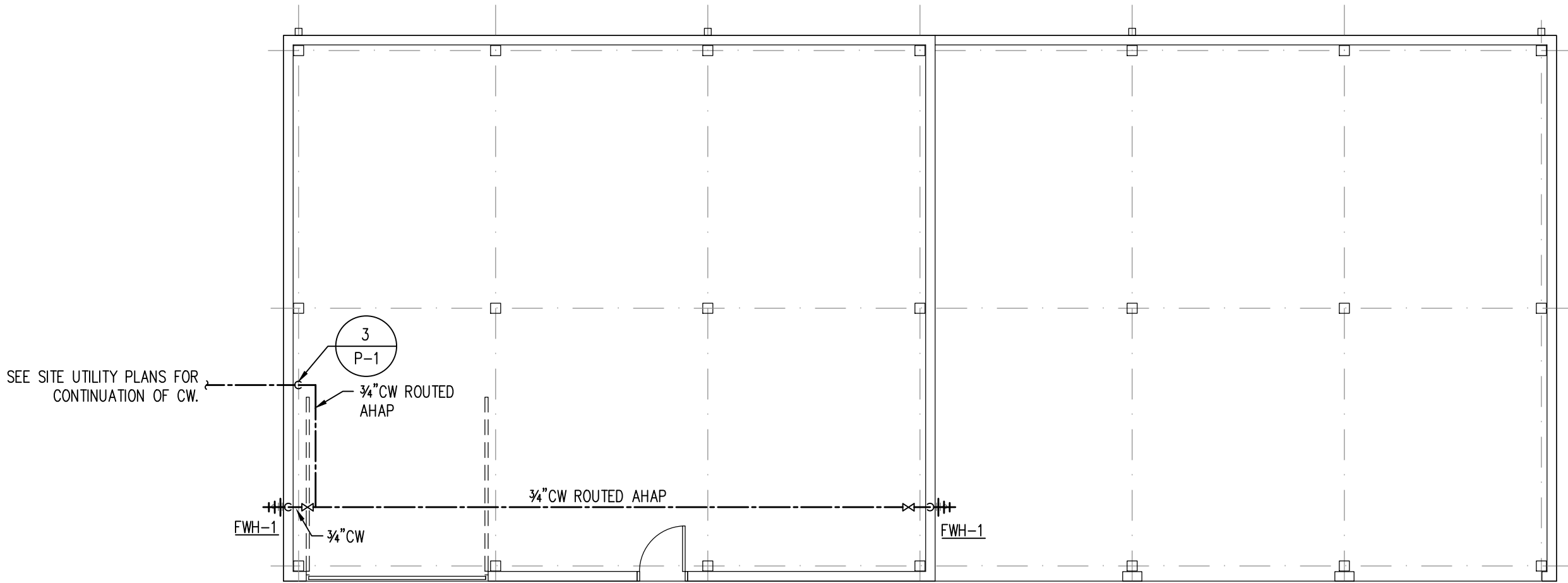
PLUMBING GENERAL NOTES	
GENERAL REQUIREMENTS:	
1. SCOPE: PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR THE COMPLETION AND OPERATION OF ALL SYSTEMS IN THIS SECTION OF WORK.	3.2. IF PERMITTED BY LOCAL CODES, FLOWGUARD GOLD CPVC COPPER TUBE SIZE SDR 11 PIPE AND FITTINGS CONFORMING TO ASTM D 2846 MAY BE USED.
2. CODE COMPLIANCE: ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF ALL AUTHORITIES HAVING JURISDICTION, BUILDING DEPARTMENTS, AND DEPARTMENT OF HEALTH. APPLICABLE NATIONAL, STATE, AND LOCAL CODES, LAWS, AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK SHALL BE INCORPORATED INTO AND MADE A PART OF THESE CONTRACT DOCUMENTS AND SPECIFICATIONS. THE CONTRACTOR IS TO NOTIFY THE ARCHITECT/ENGINEER OF ANY WORK OR MATERIALS WHICH VIOLATE ANY OF THE ABOVE CODES, LAWS, OR REGULATIONS. ANY WORK DONE BY THE CONTRACTOR CAUSING SUCH A VIOLATION SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE AND AT NO EXPENSE TO THE OWNER.	3.3. IF PERMITTED BY LOCAL CODES, ASTM F876 CROSSLINKED POLYETHYLENE PEX-A TUBING, AND ASTM F1960 PEX-A COLD EXPANSION FITTINGS MAY BE USED. DO NOT INSTALL PEX TUBING IN RETURN AIR PLENUMS.
3. PERMITS: APPLY FOR AND PAY FOR ALL NECESSARY PERMITS, FEES, AND INSPECTIONS REQUIRED BY ANY PUBLIC AUTHORITY HAVING JURISDICTION.	4. STERILIZE DOMESTIC WATER PIPING IN ACCORDANCE WITH THE AMERICAN WATER WORKS ASSOCIATION'S SPECIFICATIONS AND LOCAL HEALTH DEPARTMENT REGULATIONS.
4. WARRANTY: PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT UNDER THIS SECTION OF THE SPECIFICATIONS WITH A ONE YEAR WARRANTY FROM THE DATE OF ACCEPTANCE OF WORK BY THE OWNER.	5. SHUT-OFF VALVES SHALL BE NIBCO TWO-PIECE, BRONZE, FULL PORT, BALL TYPE. PROVIDE SHUT-OFF VALVES ON ALL BRANCH PIPING SERVING TWO OR MORE FIXTURES, AND WHERE INDICATED ON THE DRAWINGS. INSTALL VALVES IN A LOCATION THAT PERMITS ACCESS FOR SERVICE AND OPERATION WITHOUT DAMAGE TO THE BUILDING OR FINISHED MATERIALS. PROVIDE ACCESS DOORS IF REQUIRED.
5. COORDINATION: VERIFY ALL ROUGH-IN LOCATIONS AND COORDINATE PIPING AND EQUIPMENT LOCATIONS WITH WORK UNDER OTHER DIVISIONS OF THE SPECIFICATIONS TO AVOID CONFLICTS. CONTRACTOR MUST COORDINATE WITH OTHER TRADES FOR ALL STRUCTURES, PIPING, CONDUIT, DUCTWORK, LIGHTING, ETC TO PROPERLY BE INSTALLED. ANY CONFLICTS SHALL BE RESOLVED AT NO EXPENSE TO THE OWNER. COORDINATE INSTALLATION OF ALL PLUMBING PIPING AT CMU WALLS SO THAT THE PIPING IS PLACED IN WALL DURING CMU WALL CONSTRUCTION. CUTTING AND PATCHING OF CMU WALLS IN PLACE WILL NOT BE PERMITTED.	6. PROVIDE A PRESSURE REDUCING VALVE WITH STRAINER AT THE SERVICE ENTRANCE TO THE BUILDING IF THE INCOMING WATER PRESSURE EXCEEDS 80 PSI.
6. SCALE: DO NOT SCALE PLANS. SEE ARCHITECTURAL PLANS FOR EXACT LOCATION OF DOORS, WINDOWS, FIXTURES, WALLS, WALL DIMENSIONS, ETC.	7. PROVIDE CHECK VALVES IN THE HOT AND COLD WATER SUPPLY PIPING TO ALL FAUCETS TO WHICH HOSES MAY BE CONNECTED (MOP BASINS, CAN WASHES, SERVICE SINKS, ETC.), UNLESS FAUCET HAS INTEGRAL CHECK VALVES.
7. FIELD VERIFICATION: FIELD VERIFY EXISTING CONDITIONS BEFORE BIDDING PROJECT AND BEFORE STARTING CONSTRUCTION AND NOTIFY THE ARCHITECT/ENGINEER OF RECORD OF ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND EXISTING CONDITIONS, AND/OR ANY POTENTIAL PROBLEMS OBSERVED, BEFORE CONTINUING WORK IN THE AFFECTED AREAS.	8. PROTECT COPPER PIPING AGAINST CONTACT WITH DISSIMILAR METALS. ALL HANGERS, SUPPORTS, ANCHORS, AND CLIPS SHALL BE COPPER OR COPPER-PLATED. WHERE COPPER PIPING IS CARRIED ON IRON TRAPEZE HANGERS WITH OTHER PIPING, PROVIDE A PERMANENT ELECTROLYTIC ISOLATION MATERIAL TO PREVENT CONTACT WITH OTHER METALS.
8. PLUMBING SYSTEMS INCLUDE, BUT ARE NOT LIMITED TO: -PLUMBING EQUIPMENT -DOMESTIC WATER SYSTEM -INSULATION	9. INSTALL DOMESTIC WATER PIPING IN EXTERIOR WALLS ON THE CONDITIONED SIDE OF THE WALL INSULATION.
FIXTURES:	INSULATION:
	1. INSULATION, JACKETS, COVERINGS, SEALERS, MASTICS, AND ADHESIVES SHALL NOT EXCEED A FLAME SPREAD RATING OF 25 AND A SMOKE DEVELOPED RATING OF 50 WHEN TESTED IN ACCORDANCE WITH ASTM E 84.
1. SEAL ALL EDGES OF PLUMBING FIXTURES IN CONTACT WITH FLOORS, WALLS, OR COUNTERTOPS USING SANITARY-TYPE, ONE-PART, MILDEW RESISTANT SILICONE SEALANT. MATCH SEALANT COLOR TO FIXTURE COLOR.	2. ALL PIPE INSULATION SHALL RUN CONTINUOUSLY THROUGH FLOORS, WALLS, AND PARTITIONS.
2. PROVIDE PERMANENTLY ATTACHED VACUUM BREAKERS FOR ALL FIXTURES/FAUCETS TO WHICH HOSES MAY BE CONNECTED.	3. DOMESTIC WATER PIPING: 3.1. INSULATE METALLIC WATER SYSTEM WATER PIPING ABOVE GRADE (EXCEPT EXPOSED CONNECTIONS TO PLUMBING FIXTURES) WITH 1" ELASTOMERIC FOAM INSULATION, OR 1" FIBERGLASS PIPE INSULATION WITH FACTORY-APPLIED ALL SERVICE JACKETING. 1/2" INSULATION MAY BE USED FOR METALLIC PIPING 1" AND LESS.
DOMESTIC WATER PIPING:	
1. FURNISH AND INSTALL A COMPLETE SYSTEM OF DOMESTIC HOT AND COLD WATER FROM SITE SUPPLIES TO ALL FIXTURES AND/OR EQUIPMENT REQUIRING DOMESTIC WATER SUPPLIES. VERIFY LOCATION OF BEGINNING POINTS.	WATER HAMMER ARRESTER REQUIREMENTS:
2. DOMESTIC WATER PIPING BELOW GROUND: 2.1. AWWA C151 CEMENT-LINED DUCTILE IRON PIPE AND FITTINGS FOR PIPING 4" AND LARGER; ASTM B 88 TYPE 'K' SOFT COPPER TUBE WITH WROT COPPER FITTINGS, AND BRAZED OR PRESSURE-SEALED JOINTS FOR PIPING 3" AND SMALLER.	1. PROVIDE WATER HAMMER ARRESTERS CONFORMING TO PDI-WH201 OR ASSE 1010, INSTALLED PER MANUFACTURER'S SPECIFICATIONS, WHERE QUICK CLOSING VALVES ARE UTILIZED. A QUICK CLOSING VALVE IS A VALVE OR FAUCET THAT CLOSSES AUTOMATICALLY WHEN RELEASED, OR THAT IS CONTROLLED BY MECHANICAL MEANS FOR FAST-ACTION CLOSING. REFER TO WATER HAMMER ARRESTER SCHEDULE.
2.2. IF PERMITTED BY LOCAL CODES, CPVC PIPE AND FITTINGS CONFORMING TO ASTM D 2846 MAY BE USED.	2. AS A MINIMUM, PROVIDE ONE WATER HAMMER ARRESTER FOR EACH BRANCH LINE TO EACH TOILET ROOM LESS THAN 20' IN LENGTH, LOCATED BETWEEN THE LAST TWO FIXTURES SERVED. FOR BRANCH LINES GREATER THAN 20' IN LENGTH, A SECOND WATER HAMMER ARRESTER IS REQUIRED.
3. DOMESTIC WATER PIPING ABOVE GROUND: 3.1. ASTM B 88 TYPE 'L' HARD COPPER TUBE WITH WROUGHT COPPER FITTINGS, AND SOLDERED OR PRESSURE-SEALED JOINTS.	BACKFLOW PREVENTER REQUIREMENTS FOR WATER SERVICE:
	1. VERIFY BACKFLOW PREVENTER REQUIREMENTS OF LOCAL AUTHORITY AND PROVIDE BACKFLOW PREVENTER AS REQUIRED, IF NOT PROVIDED BY SITE UTILITY CONTRACTOR.
	WATER METER REQUIREMENTS:
	1. VERIFY WATER METER REQUIREMENTS OF LOCAL AUTHORITY, AND OWNER, AND PROVIDE WATER METER AS REQUIRED, IF NOT PROVIDED BY SITE UTILITY CONTRACTOR.

PLUMBING EQUIPMENT SCHEDULE			
MARK	EQUIPMENT	MANUFACTURER & MODEL NO.	SPECIFICATION
HB-1	HOSE BIBB	PRIER MODEL C-355CP.50	ANTI-SIPHON ANGLE SILL FAUCET, CAST BRASS, POLISHED CHROME PLATED, 1/2" FLANGED THREADED INLET, 3/4" HOSE THREAD OUTLET, HANDLE AND LOOSE KEY OPERATION, VACUUM BREAKER BACKFLOW CHECK VALVE.
FWH-1	FREEZELESS WALL HYDRANT	PRIER MODEL C-534F	EXPOSED, ANTI-SIPHON, CAST BRASS HYDRANT, SATIN NICKEL FINISH, 3/4" INLET, 3/4" HOSE THREAD OUTLET, LOOSE KEY OPERATION, SELF DRAINING, WITH INTEGRAL VACUUM BREAKER/DOUBLE CHECK VALVE.

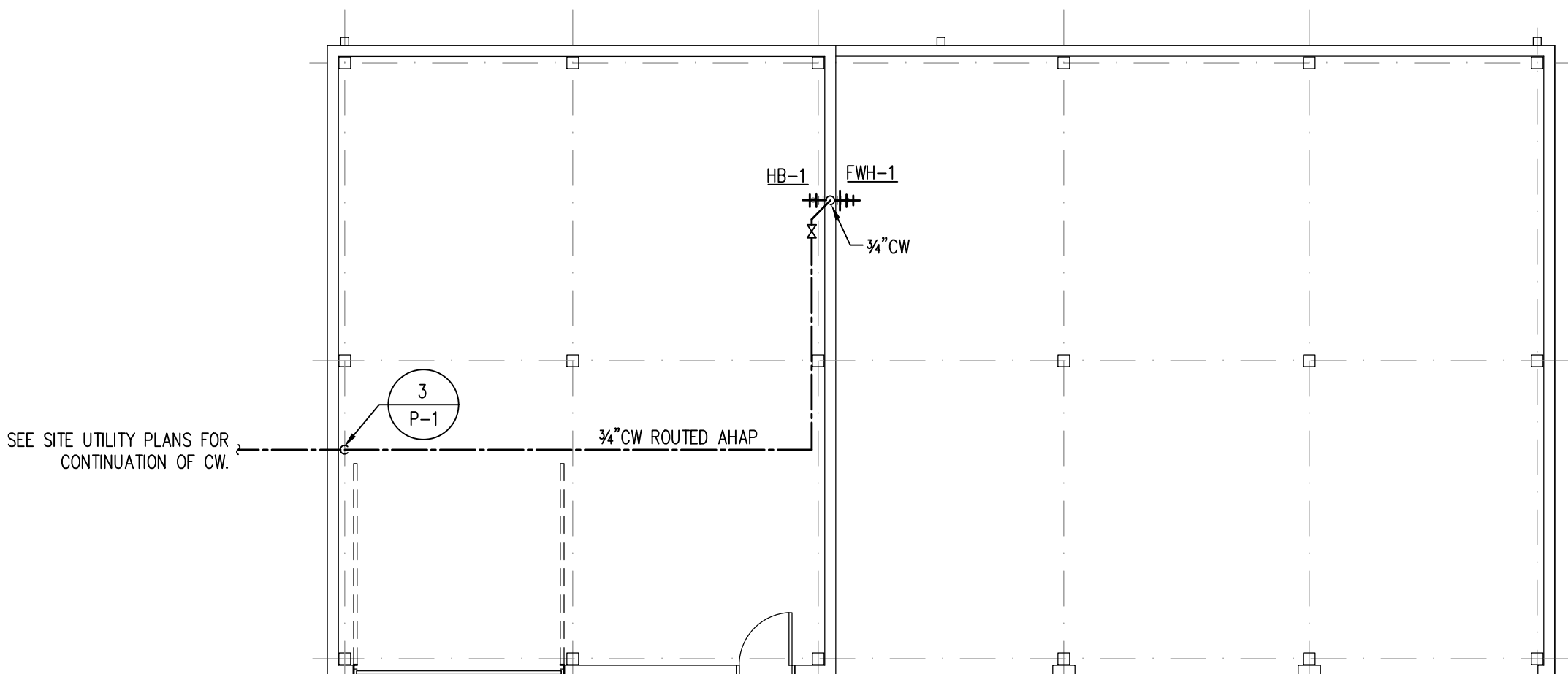
PLUMBING LEGEND	
-----	DOMESTIC COLD WATER PIPING (CW)
---OR---	BALL VALVE
---	CAP
--- ---	FREEZELESS WALL HYDRANT (FWH)
--- ---	HOSE BIBB (HB)
---OR---	PIPE DOWN
---OR---	PIPE UP
AAV	AIR ADMITTANCE VALVE
ABV	ABOVE
A/C	ABOVE CEILING
AFF	ABOVE FINISHED FLOOR
AHAP	AS HIGH AS POSSIBLE
BFF	BELOW FINISHED FLOOR
BLDG	BUILDING
BLW	BELOW
B/S	BELOW SLAB
CONN	CONNECT OR CONNECTION
CONT	CONTINUATION
DN	DOWN
FFE	FINISHED FLOOR ELEVATION
FLR	FLOOR
G.C.	GENERAL CONTRACTOR
P.C.	PLUMBING CONTRACTOR
TYP	TYPICAL



3 DOMESTIC SERVICE RISER DETAIL
P-1 NOT TO SCALE



1 PLUMBING FLOOR PLAN - BUILDING 1 (PARKS + REC.)
P-1 SCALE: 1/8\"/>



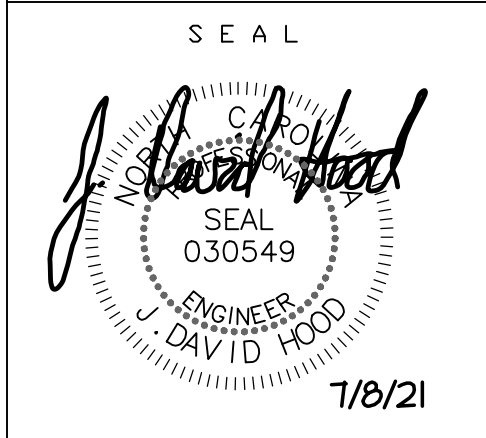
2 PLUMBING FLOOR PLAN - BUILDING 2 (POLICE)
P-1 SCALE: 1/8\"/>



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TITLE

TWO NEW POLE BUILDINGS FOR
TOWN OF HUNTERSVILLE
412 & 424 SEAGLE STREET
HUNTERSVILLE, NC

COMM. NO. 21-06
DATE 7-8-2021
REVISIONS

SHEET
P-1
OF
1



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO AWARD THE BID FOR THE TWO POLE BUILDING PROJECT AT SEAGLE STREET AND APPROVE THE CONSTRUCTION CONTRACT

WHEREAS, the Town of Huntersville received informal, written, sealed bids for the construction of the Two Pole Building Project at Seagle Street (the "Project"); and

WHEREAS, the lowest responsive responsible bidder was DANFORTH CONSTRUCTION GROUP, LLC, a North Carolina limited liability company located in Charlotte, NC ("Low Bidder"); and

WHEREAS, the Town wishes to award the Project to the Low Bidder, and approve and establish administrative authority for the construction contract with the Low Bidder;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners awards the Project to the Low Bidder, in accordance with the Bid Proposal submitted, as modified by the Contract Documents, and accepts the alternates bid as follows:

Base Bid consisting of:

Construction of the Two Pole Buildings \$438,490.00 (lump sum)

Total Base Bid: **\$438,490.00**

Total Bid Amount: **\$438,490.00**

2. The draft Construction Contract, attached hereto as Exhibit 1, is hereby approved. As used herein, the Construction Contract is deemed to include Exhibit A, attached thereto, and all Contract Documents identified and incorporated therein by reference.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution, including signing the Agreement attached with such modification as may be required. Provided a budget amendment is not necessary, the Town Manager shall have the authority to approve change orders to the Construction Contract for time and price, however the total of all change orders approved by the Town Manager may not exceed five percent (5%) of the Total Bid Amount stated in paragraph 1, above.
4. This Resolution shall be effective as of the date its adoption.

Adopted this 21st day of February, 2022.

ATTEST:

Janet Pierson, Town Clerk

Melinda Bales, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Michael Jaycocks

Date: February 21, 2022

Subject: North Meck Park Synthetic Turf Agreement - Carolina Miners Lacrosse

EXPLAIN REQUEST:

This synthetic turf agreement with the Carolina Miners Lacrosse will give them priority usage on one of the two soccer fields at North Mecklenburg Park. Carolina Miners Lacrosse would pay between \$73,800 per year to \$90,200 per year pending final cost (82% of the overall cost). This agreement is for 10 years. The Parks & Recreation Commission unanimously approved this agreement at their December 15th meeting. The yearly maintenance savings per field per year is estimated at \$20,000 to \$25,000 or \$200,000 to \$250,000 over the length of the 10-year agreement.

ACTION RECOMMENDED:

Approve North Meck Park Synthetic Turf Agreement with the Carolina Miners Lacrosse

FINANCIAL IMPLICATIONS:

The Carolina Miners will pay back 82% of the cost of the project over 10 years. Estimated cost: \$900,000 to \$1.1 million per field.

ATTACHMENTS:

1. Carolina Miners Field Usage Agreement

FIELD USE AND TURF FUNDING AGREEMENT FOR NORTH MECKLENBURG PARK

This Field Use and Turf Funding Agreement for North Mecklenburg Park (hereinafter “Agreement”) is made this _____ day of _____, 2022, by and between the Town of Huntersville, a North Carolina municipal corporation (hereinafter, “Town”) and Carolina Miners Lacrosse, Inc., a North Carolina corporation, (hereinafter “Miners”).

WHEREAS, Town is the Lessee from Mecklenburg County of certain property located at 16131 Old Statesville Road, Huntersville, NC 28078 known as North Mecklenburg Park (hereafter, “North Mecklenburg Park”) by virtue of that Lease Agreement between Mecklenburg County and the Town dated September 8, 1999, as subsequently amended from time to time. Said Lease (hereinafter the “North Mecklenburg Park Lease”) is for the purpose of the Town constructing and operating, as a joint use park with Mecklenburg County, an outdoor recreation facility, primarily soccer and similar fields;

WHEREAS, Town has determined that it is in the public interest to install synthetic turf on fields located at North Mecklenburg Park;

WHEREAS, Miners has agreed to contribute \$738,000.00 (seven hundred and thirty-eight thousand dollars) over a ten (10) year period, in accordance with Exhibit A, said Exhibit A being attached hereto and incorporated herein by reference, toward the construction of synthetic turf athletic fields at North Mecklenburg Park and in exchange, Miners will receive a right of first refusal for scheduled use of soccer field 2 at North Mecklenburg for a period of ten (10) years as outlined herein, subject to the rights of the Town and Mecklenburg County pursuant to the North Mecklenburg Park Lease.

NOW, THEREFORE, for valuable consideration, the Town and Miners agree as follows:

- 1) **Term**. The term of this Agreement will be for ten (10) years, commencing upon completion and opening of the fields for use (“Initial Term”). Completion and opening of the fields are anticipated for July 1, 2023, or such other opening date designated by the Town (“Commencement Date”). Upon the substantial completion of the fields such that they are open and ready for use, the Commencement Date will be determined by agreement of the parties hereto, and a memorandum documenting the Commencement Date will be signed by all parties hereto.

The parties may negotiate and enter into an extension term of this Agreement on mutually agreeable terms if Miners indicates in writing its desire to do so at least 180 days prior to the expiration of the Initial Term.

- 2) **Payment Provisions**. Upon approval and execution of this Agreement by both parties and upon the Commencement Date, Miners will commence paying Town \$738,000.00 in monthly installments in accordance with Exhibit A. Miners will make payment after

invoices are approved on a net 30-day basis. If construction cost exceeds the \$900,000 budget, the Miners would pay 82% of the overall cost not to exceed \$902,000.00.

- 3) **Warranty.** Miners warrants that the undersigned representative is authorized to execute this Agreement on behalf of Miners. Town warrants that the undersigned representative is authorized to execute this Agreement on behalf of Town. The Town will secure the written approval by Mecklenburg County, if required by the terms of the North Mecklenburg Park Lease.
- 4) **Turf Field Improvements.** Town will work cooperatively with Miners on the design for the synthetic turf fields at North Mecklenburg Park Field 1 & 2 (the “Athletic Fields”) but authority and responsibility for field design and construction remains with Town. Town agrees to design and construct North Mecklenburg Park Fields 1 & 2 such that the fields comply with the field requirements needed by the Miners. Both fields will also have soccer lines and tic marks for football.
- 5) **Field Use Rights.** Field usage rights as to the Miners shall be governed by the following provisions:
 - a) **Right of First Refusal.** Town grants to Miners a right of first refusal to reserve field space on the Athletics Fields prior to reservation of those spaces by the general public or other facility user groups, subject, however to such rights of the County under the North Mecklenburg Park Lease. This Right of First Refusal shall only include the Athletic Fields, on a year-round basis. This right of first refusal will include usage of the Athletic Fields for practice time, games, camps and tournaments sponsored or co-sponsored by the Miners.
 - b) **Scheduling Field Usage.** The Town will serve as scheduler for the Athletic Fields. Miners must complete and submit to the Town Parks and Recreation Director its proposed schedule for the fields that the Miners wishes to reserve pursuant to the Right of First Refusal by June 15th for the fall season and December 15th for the spring season. The proposed schedule shall reflect the Miners anticipated actual field use, including practices, games, tournaments, camps, clinics and other allowed uses. The Town Parks and Recreation Director, or his designee, will evaluate and approve the proposed schedule in light of any prior or superior field right usage under the North Mecklenburg Park Lease. Upon approval, the schedule proposed by the Miners shall be referred to as the “Approved Reservation Schedule.” The Town Parks and Recreation Director will provide confirmation of the Approved Reservation Schedule to Miners within fourteen (14) days of receipt of the Miners’ proposed schedule. The parties acknowledge that the Town is entering into a Field Use Agreement with the Carolina Football Club teams for the use of Athletic Field 1 at the Park. Carolina Football Club and Miners shall be allowed, upon agreement with each other, to exchange fields, time, and dates with the other. The teams may only exchange fields, times, and dates that have already been approved by the Town. Both the Carolina Football Club and the Carolina Miners must confirm these exchanges in writing to the Town.

- c) Field Usage by Third Parties. The request from third parties for reserved field space will only be entertained after provision has been made, on an annual basis, for Town activities, the Approved Reservation Schedule, and any use reserved for Mecklenburg County pursuant to the North Mecklenburg Park Lease. Nothing herein shall preclude the Miners requesting to reserve fields that are not shown on the Approved Reservation Schedule, and the Town shall endeavor to grant such requests provided such fields have not been reserved by another person or entity at the time of the request or provided Mecklenburg County or the Town have not scheduled an event for such fields at the time of the request and subject to subparagraph g) below.
- d) Use of Field Accessories. Miners' use of the Athletic Fields will include the use of lights, available parking, seating and restrooms.
- e) Town Tournaments. Town shall have the right to book up to five (5) outside tournaments/events, per year, at North Mecklenburg Park.
- f) Other Uses. It is understood that, notwithstanding its right of first refusal, other cosponsors and general public users of the field space must be accommodated and Miners shall not exercise its right of first refusal for the purpose of excluding or substantially excluding other co-sponsors or the general public. Miners shall use all reasonable efforts to accommodate other users of the Athletic Fields, but in the event of any dispute between Miners, and any other co-sponsor or potential user, the Town reserves the right to make a final decision as to the usage. In no event shall the Town's decision as to usage reduce the Miners' total number of allocated hours pursuant to its Co-Sponsor Agreement. Miners must at all times be in compliance with this Agreement and with the North Mecklenburg Park Lease in scheduling usage. If during the term of this agreement the Miners Huntersville participation numbers fall below the minimum requirement for use of these fields, then the remaining field time will be allocated to other co-sponsors in accordance with the co-sponsorship field allocation policy.
- g) Co-Sponsor Allocation and Rates. All field times allocated at North Mecklenburg Park to Miners, or any other co-sponsor group will count toward a co-sponsor group overall allocation based on the Town's field allocation policy, which shall control at all times. The payments in this agreement covers the Miners field usage at North Mecklenburg Park. If field time at North Mecklenburg Park are above what the Miners qualify for at any time, then that additional space will be available for other users.
- h) Notwithstanding anything else in this Agreement to the contrary, the Town Parks and Recreation Director shall have the right to temporarily suspend or cancel Field use for North Mecklenburg Park as he deems advisable in his sole and absolute discretion due to circumstances that may place the public safety in jeopardy, or due to circumstances that may result in damage to the fields or park property if field use is not suspended or cancelled. In the event the Town Parks and Recreation Director exercises this right, and the suspension or cancellation infringes upon a date which is reserved for Miners' use pursuant to the Approved Reservation Schedule, the Town Parks and Recreation Director

shall endeavor to provide additional time to the Miners to make up such time lost due to the Director's decision to suspend or cancel field use.

6) **Duties of Miners.**

- a) Miners shall operate youth lacrosse programming available to all youth of the Town of Huntersville at the recreational level of play, and shall not discriminate on the basis of race, color, age, religion, sex, gender, national origin, sexual orientation or disability.

Miners must offer scholarships to qualifying participants for Recreational Leagues based on the minimum requirements of the Huntersville Parks and Recreation Department scholarship policy.

- b) Miners shall comply with the Town co-sponsorship policies.
- c) Miners shall adhere to hours of operation as determined by the Approved Reservation Schedule granted by Town in its discretion.
- d) Miners shall promptly notify Town of any cancellations of practices or games so that the Athletic Fields may be made available to other parties.
- e) Miners shall provide all equipment necessary for its use of any fields, including but not limited to goals, nets, corner flags and any additional equipment. Miners may place a storage shed near the fields upon Town approval.
- f) Miners shall provide full-service field preparation and maintain it in compliance with standard lacrosse guidelines as necessary to have playable, professional fields for lacrosse activity.
- g) Miners agrees to employ good faith best efforts to rotate goal locations on the Athletic Fields to avoid wear patterns, whenever possible, except on synthetic turf fields where full-sized fields are being utilized.
- h) Miners agrees to abide by all rules and regulations established by Town for the general community use of its facilities while carrying out its obligations under this Agreement and when its representatives are in use of the Athletic Fields during playing time. Further, Miners agrees to abide by any use restrictions the Town is subject to due to tax exempt bond financing of any or all of a portion of North Mecklenburg Park.
- i) Miners will comply with all Town, county, state and federal laws and regulations in its use of the Athletic Fields.
- j) Miners will remove all trash from Athletic Fields and the surrounding areas in the applicable Town Park after each activity.
- k) Miners will ensure that participant parking will be restricted so as not to obstruct fire lanes, other functions, and surrounding neighborhoods and roadways.

- l) Miners shall be responsible for deciding to suspend or cancel its field use activities in the event of severe weather. In making such decision, Miners will exercise good judgment.
- m) Miners will prohibit participants' use of alcohol/intoxicants, tobacco products, or any illegal substances during use of reserved fields. At all times during its use of reserved fields, Miners agrees to provide appropriate security to ensure an orderly environment free of controlled substances, vandalism, and anti-social disturbances during and after athletic competition.
- n) Miners shall be responsible for handling any medical or injury incidents during all use periods. Miners shall provide properly trained, skilled and professional personnel in performing services hereunder. Miners shall provide to the Town an incident report in such form as the Town may reasonably request for all medical or injury incidents occurring at either North Mecklenburg Park within twenty-four (24) hours of such medical or injury incident.
- o) Miners will control noise and comply with the Town's noise ordinance.
- p) Miners shall be responsible for securing and locking any areas to which it is given access for the use or control of the Athletic Fields.
- q) Miners shall provide to the Town copies of its annual tax returns and financial statements during the term of this Agreement upon the request of the Town.
- r) Miners shall provide background checks (registered sex offender and criminal) on all employees, coaches and volunteers annually through a third-party vendor.
- s) Damage to Fields. Miners shall be responsible for repairing any damage of the Athletic Fields at North Mecklenburg Park which occurs during Miners' use of the Athletic Fields. Any repairs shall be completed within 30 days of the damage and shall be at the sole expense of Miners.
- t) Insurance Requirements. Miners shall provide and maintain at its own expense during the term of this Agreement, insurance in accordance with the requirements as contained in Exhibit B, attached hereto and incorporated herein by reference. All insurance procured, except Worker's Compensation and Professional Liability coverage, shall name the Town of Huntersville as an additional insured. Miners shall provide a Certificate of Insurance demonstrating the required coverages and an endorsement naming the Town as additional insured prior to signing this Agreement, and annually thereafter on or before the anniversary of the effective date of this Agreement.
- u) Indemnification. Miners shall indemnify and hold harmless the Town, its agents, officials, employees, successors and assigns from and against all claims, suits, losses, costs, fines, damages, liability, expenses, settlement costs, orders or judgments, professional fees, or any other expenses including attorneys' fees, which arises out of, or in any relates to 1) Miners exercising its rights under the terms of this Agreement, including but not limited to use of the Fields within North Mecklenburg Park, and the use of areas of said Parks appurtenant to the Athletic Fields (such as parking lots, restrooms,

seating, green space), 2) any act or omission of Miners, its representatives, participants, volunteers, or anyone associated with its program; 3) Miners nonperformance of the terms of this Agreement. Miners' obligation for indemnification under this Agreement shall not extend to losses, damages, suits, claims, or expenses caused by the gross negligence or the intentional misconduct of the Town, its officer, agents and employees. The Miners' obligation of indemnification shall survive any termination of this Agreement.

7) **Other Town Responsibilities.**

- a) Except as required of Miners during its periods of reserved use, Town shall keep Athletic Fields properly maintained in good, playable condition. Town shall coordinate comprehensive grounds maintenance for the synthetic turf surface, natural turf fields and surrounding field areas in order to provide a safe and playable surface. Miners understands that the natural turf fields may be closed from time to time for turf renovations which is typical for such fields. Town will coordinate with Miners for any field maintenance requiring any fields to be closed.
- b) Town will provide Appropriate Town logos for use on the Miners website.
- c) Town will recognize Miners on its website and e-newsletter. Miners will provide a logo to the Town for this purpose.
- d) Town will not be responsible in any way for Miners' supplies, equipment, materials or personal belongings that may be damaged by fire, theft, accident, vandalism or otherwise.

8) **Concessions.** Town grants Miners a right of first refusal to operate concessions at North Mecklenburg Park Soccer Fields at any event in which Miners is the sponsor or host, including but not limited to normal game activities, tournaments, camps or similar activities. Miners must provide the Town a week's advance notice (seven consecutive calendar days) in writing of an event if the Miners does not intend to exercise this right of first refusal for such event so that the Town or the Town's designee or permittee can operate the concessions for such event.

9) **Improvements.** Except as expressly contemplated by the terms of this Agreement, Miners shall not make any improvements to the Athletic Fields, or to any other portion of North Mecklenburg Park without the written consent of the Town Parks and Recreation Director.

10) **Termination.**

- a) For Cause Termination. Town reserves the right to terminate the Agreement for cause. For purposes of this Paragraph 10(a), cause shall include (1) breach of this Agreement by Miners, after written notice thereof from Town is given and such breach is not cured within thirty (30) days; (2) any act of dishonesty, fraud or misappropriation; (3) any noncompliance with a lawful rule, regulation or directive of Town, after written notice thereof from Town is given and such non-compliance is not cured within thirty (30) days;

- (4) negligent or willful neglect of duties; or (5) any act of Miners that causes harm or risk to public safety.
- b) Termination for Convenience. The Town shall have the right, without assigning any reason therefore, to terminate this Agreement, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Miners. If the Agreement is terminated by the Town in accordance with this paragraph, Miners shall only be liable for any payments then due and the Agreement shall become null and void without further liability of either party to the other.
- c) No Waiver by Town. Failure by the Town to insist upon the strict performance of this Agreement by the Miners shall not be deemed a waiver by the Town of any breach of this Agreement by the Miners. The Town may, at any time, strictly enforce the terms of this Agreement.
- d) Should the Town terminate this Agreement for Cause, then Town shall have all remedies available at law or in equity, including but not limited to compensatory, consequential and incidental damages.
- 11) **Contingencies to Agreement.** The parties acknowledge and agree that this Agreement is contingent on certain actions and approvals of the Huntersville Town Board concerning funding, construction and financing and on Town obtaining financing for the field improvements on terms acceptable to the governmental discretion of the Town. Should any of these enumerated contingencies not occur on or before the Commencement Date then this Agreement shall become null and void without further liability of either party to the other. The parties further acknowledge that the Town is leasing the North Mecklenburg Park property from Mecklenburg County and that this Agreement is contingent and subject to the continuation of that lease.
- 12) **Notice.**
Notice under this Agreement shall go to:
- FOR: TOWN OF HUNTERSVILLE
Anthony Roberts, Town Manager
PO Box 664
101 Huntersville-Concord Road
Huntersville, NC 28070
Email: aroberts@huntersville.org
Telephone: 704-875-6541
- FOR: Miners
Carolina Miners Lacrosse, Inc.
Mike Habel
Email: habelme@airproducts.com
Telephone: 610-393-3194

- 13) **North Carolina Law.** The terms of this Agreement shall be governed by North Carolina law, as amended during the Term hereof.
- 14) **Dispute Resolution.** All disputes hereunder which cannot be resolved informally shall first be mediated in accordance with the rules implemented by the North Carolina Supreme Court pursuant to NCGS 71-38.1 for superior court mediations. Either party hereto may, at any time, request that a dispute be referred for mediation and the other party shall comply. In the event a dispute cannot be resolved by mediation, and the dispute involves a breach of this Agreement, then such non-breaching party may file suit in a court of competent jurisdiction in Mecklenburg County. If the dispute involves an interpretation of this Agreement, and the mediation is unsuccessful, then either party may institute a suit for Declaratory Judgment in a court of competent jurisdiction in Mecklenburg County. The obligation to mediate shall not toll any statute of limitations to exercise any remedy at law or in equity. The prevailing party in any litigation between the parties regarding this Agreement shall be entitled to collect reasonable attorneys' fees and costs from the other party. Whether a party is a prevailing party shall be determined by the court.
- 15) **No Assignment.** This Agreement shall be binding upon the parties, their heirs, legal representatives, successors, and assigns. However, this Agreement may not be assigned or amended without a written consent signed by both parties.
- 16) **Third Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries to this Agreement.
- 17) **Complete Agreement.** This Agreement expresses the full and complete understanding of the parties and may not be varied except by a written amendment signed by the parties.
- 18) **Severability.** In the event any part of this Agreement shall be deemed void, illegal or unenforceable by a court of competent jurisdiction, then the remaining provisions shall remain in full force and effect.
- 19) **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall collectively and separately be considered one and the same agreement.

Made and entered into to be effective the day and year first above written.

TOWN OF HUNTERSVILLE

BY: _____ Date: _____
Anthony Roberts, Town Manager

CAROLINA MINERS LACROSSE, INC.

BY: _____ Date: _____

Exhibit "A"
Estimate based on \$738,000 (Final cost could be up to \$902,000)
Payment Schedule

Year	Annual Payment	Monthly Payments
Year 1	\$73,800.00	\$6,150.00
Year 2	\$73,800.00	\$6,150.00
Year 3	\$73,800.00	\$6,150.00
Year 4	\$73,800.00	\$6,150.00
Year 5	\$73,800.00	\$6,150.00
Year 6	\$73,800.00	\$6,150.00
Year 7	\$73,800.00	\$6,150.00
Year 8	\$73,800.00	\$6,150.00
Year 9	\$73,800.00	\$6,150.00
Year 10	\$73,800.00	\$6,150.00
TOTAL	\$738,000.00	

EXHIBIT “B”

MINIMUM INSURANCE REQUIREMENTS

The Town shall be named as additional insured on all policies, except Worker’s Compensation and Professional Liability policies. Certificates evidencing the required coverages shall be provided to the Town as required by this Agreement. Such Certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such 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**

Miners shall provide and maintain without interruption workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. **Public Liability and Property Damage**

Miners shall provide and maintain without interruption comprehensive general liability insurance coverage, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall insure against 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 Agreement, whether such operations be by Miners 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
Professional Liability:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Property Damage:	\$1,000,000 per occurrence/\$2,000,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence/\$2,000,000 aggregate

c. **Deductible**

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

d. **Other Insurance**

Miners 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.

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Michael Jaycocks

Date: February 21, 2022

Subject: North Meck Park Synthetic Turf Agreement - Charlotte Independence Soccer Club

EXPLAIN REQUEST:

This synthetic turf agreement with the Charlotte Independence Soccer Club will give them priority usage on one of the two soccer fields at North Mecklenburg Park. CISC would pay between \$73,800 per year to \$90,200 per year pending final cost (82% of the overall cost). This agreement is for 10 years. The Parks & Recreation Commission unanimously approved this agreement at their December 15th meeting. The yearly maintenance savings per field per year is estimated at \$20,000 to \$25,000 or \$200,000 to \$250,000 over the length of the 10-year agreement.

ACTION RECOMMENDED:

Consider approving the North Mecklenburg Park Synthetic Turf Agreement with the Charlotte Independence Soccer Club (Carolinas Football Club)

FINANCIAL IMPLICATIONS:

The Charlotte Independence Soccer Club will pay back 82% of the cost of the project over 10 years. Estimated cost: \$900,000 to \$1.1 million per field.

ATTACHMENTS:

1. Charlotte Independence Field Usage Agreement- NMP (2)

FIELD USE AND TURF FUNDING AGREEMENT FOR NORTH MECKLENBURG PARK

This Field Use and Turf Funding Agreement for North Mecklenburg Park (hereinafter “Agreement”) is made this _____ day of _____, 2022, by and between the Town of Huntersville, a North Carolina municipal corporation (hereinafter, “Town”) and Carolinas Football Club, a North Carolina non-profit corporation, (hereinafter “Carolinas Football Club”).

WHEREAS, Town is the Lessee from Mecklenburg County of certain property located at 16131 Old Statesville Road, Huntersville, NC 28078 known as North Mecklenburg Park (hereafter, “North Mecklenburg Park”) by virtue of that Lease Agreement between Mecklenburg County and the Town dated September 8, 1999, as subsequently amended from time to time. Said Lease (hereinafter the “North Mecklenburg Park Lease”) is for the purpose of the Town constructing and operating, as a joint use park with Mecklenburg County, an outdoor recreation facility, primarily soccer and similar fields;

WHEREAS, Town has determined that it is in the public interest to install synthetic turf on soccer fields located at North Mecklenburg Park;

WHEREAS, Carolinas Football Club has agreed to contribute \$738,000.00 (seven hundred and thirty-eight thousand dollars) over a ten (10) year period, in accordance with Exhibit A, said Exhibit A being attached hereto and incorporated herein by reference, toward the construction of synthetic turf athletic fields at North Mecklenburg Park and in exchange, Carolinas Football Club will receive a right of first refusal for scheduled use of soccer field 1 at North Mecklenburg for a period of ten (10) years as outlined herein, subject to the rights of the Town and Mecklenburg County pursuant to the North Mecklenburg Park Lease.

NOW, THEREFORE, for valuable consideration, the Town and Carolinas Football Club agree as follows:

- 1) **Term**. The term of this Agreement will be for ten (10) years, commencing upon completion and opening of the fields for use (“Initial Term”). Completion and opening of the fields are anticipated for July 1, 2023, or such other opening date designated by the Town (“Commencement Date”). Upon the substantial completion of the fields such that they are open and ready for use, the Commencement Date will be determined by agreement of the parties hereto, and a memorandum documenting the Commencement Date will be signed by all parties hereto.

The parties may negotiate and enter into an extension term of this Agreement on mutually agreeable terms if Carolinas Football Club indicates in writing its desire to do so at least 180 days prior to the expiration of the Initial Term.

- 2) **Payment Provisions**. Upon approval and execution of this Agreement by both parties and upon the Commencement Date, Carolinas Football Club will commence paying Town \$738,000.00 in monthly installments in accordance with Exhibit A. Carolinas

Football Club will make payment after invoices are approved on a net 30-day basis. If construction cost exceeds the \$900,000 budget, the Carolinas Football Club would pay 82% of the overall cost not to exceed \$902,000.00.

- 3) **Warranty.** Carolinas Football Club warrants that the undersigned representative is authorized to execute this Agreement on behalf of Carolinas Football Club. Town warrants that the undersigned representative is authorized to execute this Agreement on behalf of Town. The Town will secure the written approval by Mecklenburg County, if required by the terms of the North Mecklenburg Park Lease.
- 4) **Turf Field Improvements.** Town will work cooperatively with Carolinas Football Club on the design for the synthetic turf fields at North Mecklenburg Park Fields 1 and 2 (the “Athletic Fields”) but authority and responsibility for field design and construction remains with Town. Town agrees to design and construct North Mecklenburg Park Fields 1 and 2 such that the fields comply with the field requirements promulgated by the North Carolina Youth Soccer Association (“NCYSA”), US Soccer Federation (“USSF”) and Federation of International Football Association (“FIFA”). Carolinas Football Club will review plans and specifications and advise Town, in writing, on compliance with field dimensions and NCYSA, USSF and FIFA requirements. Both fields will also have lacrosse lines and tic marks for football.
- 5) **Field Use Rights.** Field usage rights as to the Carolinas Football Club shall be governed by the following provisions:
 - a) **Right of First Refusal.** Town grants to Carolinas Football Club a right of first refusal to reserve field space on the Athletics Fields prior to reservation of those spaces by the general public or other facility user groups, subject, however to such rights of the County under the North Mecklenburg Park Lease. This Right of First Refusal shall only include the Athletic Fields, on a year-round basis. This right of first refusal will include usage of the Athletic Fields for practice time, games, soccer camps and tournaments sponsored or co-sponsored by the Carolinas Football Club.
 - b) **Scheduling Field Usage.** The Town will serve as scheduler for the Athletic Fields. Carolinas Football Club must complete and submit to the Town Parks and Recreation Director its proposed schedule for the fields that the Carolinas Football Club wishes to reserve pursuant to the Right of First Refusal by June 15th for the fall season and December 15th for the spring season. The proposed schedule shall reflect the Carolinas Football Club anticipated actual field use, including practices, games, tournaments, camps, clinics and other allowed uses. The Town Parks and Recreation Director, or his designee, will evaluate and approve the proposed schedule in light of any prior or superior field right usage under the North Mecklenburg Park Lease. Upon approval, the schedule proposed by the Carolinas Football Club shall be referred to as the “Approved Reservation Schedule.” The Town Parks and Recreation Director will provide confirmation of the Approved Reservation Schedule to Carolinas Football Club within fourteen (14) days of receipt of the Carolinas Football Club’ proposed schedule. The parties acknowledge that the Town is entering into a Field Use Agreement with Carolina

Miners Lacrosse, Inc. for the use of Athletic Field 2 at the Park. Carolinas Football Club and Miners shall be allowed, upon agreement with each other, to exchange fields, time, and dates with the other. The teams may only exchange fields, times, and dates that have already been approved by the Town. Both the Carolinas Football Club and Carolina Miners must confirm these exchanges in writing to the Town.

- c) Field Usage by Third Parties. The request from third parties for reserved field space will only be entertained after provision has been made, on an annual basis, for Town activities, the Approved Reservation Schedule, and any use reserved for Mecklenburg County pursuant to the North Mecklenburg Park Lease. Nothing herein shall preclude the Carolinas Football Club requesting to reserve fields that are not shown on the Approved Reservation Schedule, and the Town shall endeavor to grant such requests provided such fields have not been reserved by another person or entity at the time of the request or provided Mecklenburg County or the Town have not scheduled an event for such fields at the time of the request and subject to subparagraph g) below.
- d) Use of Field Accessories. Carolinas Football Club's use of the Athletic Fields will include the use of lights, available parking, seating and restrooms.
- e) Town Tournaments. Town shall have the right to book up to five (5) outside tournaments/events, per year, at North Mecklenburg Park.
- f) Other Uses. It is understood that, notwithstanding its right of first refusal, other cosponsors and general public users of the field space must be accommodated and Carolinas Football Club shall not exercise its right of first refusal for the purpose of excluding or substantially excluding other co-sponsors or the general public. Carolinas Football Club shall use all reasonable efforts to accommodate other users of the Athletic Fields, but in the event of any dispute between Carolinas Football Club, and any other co-sponsor or potential user, the Town reserves the right to make a final decision as to the usage. In no event shall the Town's decision as to usage reduce the Carolinas Football Club's total number of allocated hours pursuant to its Co-Sponsor Agreement. Carolinas Football Club must at all times be in compliance with this Agreement and with the North Mecklenburg Park Lease in scheduling usage. If during the term of this agreement the Carolinas Football Club Huntersville participation numbers fall below the minimum requirement for use of these fields, then the remaining field time will be allocated to other co-sponsors in accordance with the co-sponsorship field allocation policy.
- g) Co-Sponsor Allocation and Rates. All field times allocated at North Mecklenburg Park to Carolinas Football Club, or any other co-sponsor group will count toward a co-sponsor group overall allocation based on the Town's field allocation policy, which shall control at all times. The payments in this agreement covers the Carolinas Football Club field usage at North Mecklenburg Park. If field time at North Mecklenburg Park are above what the Carolinas Football Club qualify for at any time, then that additional space will be available for other users.

- h) Notwithstanding anything else in this Agreement to the contrary, the Town Parks and Recreation Director shall have the right to temporarily suspend or cancel Field use for North Mecklenburg Park as he deems advisable in his sole and absolute discretion due to circumstances that may place the public safety in jeopardy, or due to circumstances that may result in damage to the fields or park property if field use is not suspended or cancelled. In the event the Town Parks and Recreation Director exercises this right, and the suspension or cancellation infringes upon a date which is reserved for Carolinas Football Club' use pursuant to the Approved Reservation Schedule, the Town Parks and Recreation Director shall endeavor to provide additional time to the Carolinas Football Club to make up such time lost due to the Director's decision to suspend or cancel field use.

6) **Duties of Carolinas Football Club.**

- a) Carolinas Football Club shall operate youth soccer programming available to all youth of the Town of Huntersville at the recreational level of play, and shall not discriminate on the basis of race, color, age, religion, sex, gender, national origin, sexual orientation or disability.

Carolinas Football Club must offer scholarships to qualifying participants for Recreational Leagues based on the minimum requirements of the Huntersville Parks and Recreation Department scholarship policy.

- b) Carolinas Football Club shall comply with the Town co-sponsorship policies.
- c) Carolinas Football Club shall adhere to hours of operation as determined by the Approved Reservation Schedule granted by Town in its discretion.
- d) Carolinas Football Club shall promptly notify Town of any cancellations of practices or games so that the Athletic Fields may be made available to other parties.
- e) Carolinas Football Club shall provide all equipment necessary for its use of any soccer fields, including but not limited to soccer goals, nets, corner flags and any additional equipment. Carolinas Football Club may place a storage shed near the fields upon Town approval.
- f) Carolinas Football Club shall provide full-service field preparation and maintain it in compliance with NCYSA, USSF and FIFA guidelines as necessary to have playable, professional fields for soccer activity.
- g) Carolinas Football Club agrees to employ good faith best efforts to rotate goal locations on the Athletic Fields to avoid wear patterns, whenever possible, except on synthetic turf fields where full-sized fields are being utilized.
- h) Carolinas Football Club agrees to abide by all rules and regulations established by Town for the general community use of its facilities while carrying out its obligations under this

Agreement and when its representatives are in use of the Athletic Fields during playing time. Further, Carolinas Football Club agrees to abide by any use restrictions the Town is subject to due to tax exempt bond financing of any or all of a portion of North Mecklenburg Park.

- i) Carolinas Football Club will comply with all Town, county, state and federal laws and regulations in its use of the Athletic Fields.
- j) Carolinas Football Club will remove all trash from Athletic Fields and the surrounding areas in the applicable Town Park after each activity.
- k) Carolinas Football Club will ensure that participant parking will be restricted so as not to obstruct fire lanes, other functions, and surrounding neighborhoods and roadways.
- l) Carolinas Football Club shall be responsible for deciding to suspend or cancel its field use activities in the event of severe weather. In making such decision, Carolinas Football Club will exercise good judgment.
- m) Carolinas Football Club will prohibit participants' use of alcohol/intoxicants, tobacco products, or any illegal substances during use of reserved fields. At all times during its use of reserved fields, Carolinas Football Club agrees to provide appropriate security to ensure an orderly environment free of controlled substances, vandalism, and anti-social disturbances during and after athletic competition.
- n) Carolinas Football Club shall be responsible for handling any medical or injury incidents during all use periods. Carolinas Football Club shall provide properly trained, skilled and professional personnel in performing services hereunder. Carolinas Football Club shall provide to the Town an incident report in such form as the Town may reasonably request for all medical or injury incidents occurring at either North Mecklenburg Park within twenty-four (24) hours of such medical or injury incident.
- o) Carolinas Football Club will control noise and comply with the Town's noise ordinance.
- p) Carolinas Football Club shall be responsible for securing and locking any areas to which it is given access for the use or control of the Athletic Fields.
- q) Carolinas Football Club shall provide to the Town copies of its annual tax returns and financial statements during the term of this Agreement upon the request of the Town.
- r) Carolinas Football Club shall provide background checks (registered sex offender and criminal) on all employees, coaches and volunteers annually through a third-party vendor.
- s) Damage to Fields. Carolinas Football Club shall be responsible for repairing any damage to any of the Athletic Fields at North Mecklenburg Park which occurs during Carolinas Football Club's use of the Athletic Fields. Any repairs shall be completed within 30 days of the damage and shall be at the sole expense of Carolinas Football Club.

- t) Insurance Requirements. Carolinas Football Club shall provide and maintain at its own expense during the term of this Agreement, insurance in accordance with the requirements as contained in Exhibit B, attached hereto and incorporated herein by reference. All insurance procured, except Worker's Compensation and Professional Liability coverage, shall name the Town of Huntersville as an additional insured. Carolinas Football Club shall provide a Certificate of Insurance demonstrating the required coverages and an endorsement naming the Town as additional insured prior to signing this Agreement, and annually thereafter on or before the anniversary of the effective date of this Agreement.
 - u) Indemnification. Carolinas Football Club shall indemnify and hold harmless the Town, its agents, officials, employees, successors and assigns from and against all claims, suits, losses, costs, fines, damages, liability, expenses, settlement costs, orders or judgments, professional fees, or any other expenses including attorneys' fees, which arises out of, or in any relates to 1) Carolinas Football Club exercising its rights under the terms of this Agreement, including but not limited to use of the Fields within North Mecklenburg Park, and the use of areas of said Parks appurtenant to the Athletic Fields (such as parking lots, restrooms, seating, green space), 2) any act or omission of Carolinas Football Club, its representatives, participants, volunteers, or anyone associated with its program; 3) Carolinas Football Club nonperformance of the terms of this Agreement. Carolinas Football Club obligation for indemnification under this Agreement shall not extend to losses, damages, suits, claims, or expenses caused by the gross negligence or the intentional misconduct of the Town, its officer, agents and employees. The Carolinas Football Club' obligation of indemnification shall survive any termination of this Agreement.
- 7) **Other Town Responsibilities.**
- a) Except as required of Carolinas Football Club during its periods of reserved use, Town shall keep Athletic Fields properly maintained in good, playable condition and consistent with guidelines of NCYSA, USSF and FIFA. Town shall coordinate comprehensive grounds maintenance for the synthetic turf surface, natural turf fields and surrounding field areas in order to provide a safe and playable surface. Carolinas Football Club understands that the natural turf fields may be closed from time to time for turf renovations which is typical for such fields. Town will coordinate with Carolinas Football Club for any field maintenance requiring any fields to be closed.
 - b) Town will provide Appropriate Town logos for use on the Carolinas Football Club website.
 - c) Town will recognize Carolinas Football Club on its website and e-newsletter. Carolinas Football Club will provide a logo to the Town for this purpose.
 - d) Town will not be responsible in any way for Carolinas Football Club's supplies, equipment, materials or personal belongings that may be damaged by fire, theft, accident, vandalism or otherwise.

- 8) **Concessions.** Town grants Carolinas Football Club a right of first refusal to operate concessions at North Mecklenburg Park Soccer Fields at any event in which Carolinas Football Club is the sponsor or host, including but not limited to normal game activities, tournaments, camps or similar activities. Carolinas Football Club must provide the Town a week's advance notice (seven consecutive calendar days) in writing of an event if the Carolinas Football Club does not intend to exercise this right of first refusal for such event so that the Town or the Town's designee or permittee can operate the concessions for such event.
- 9) **Improvements.** Except as expressly contemplated by the terms of this Agreement, Carolinas Football Club shall not make any improvements to the Athletic Fields, or to any other portion of North Mecklenburg Park without the written consent of the Town Parks and Recreation Director.
- 10) **Termination.**
- a) For Cause Termination. Town reserves the right to terminate the Agreement for cause. For purposes of this Paragraph 10(a), cause shall include (1) breach of this Agreement by Carolinas Football Club, after written notice thereof from Town is given and such breach is not cured within thirty (30) days; (2) any act of dishonesty, fraud or misappropriation; (3) any noncompliance with a lawful rule, regulation or directive of Town, after written notice thereof from Town is given and such non-compliance is not cured within thirty (30) days; (4) negligent or willful neglect of duties; or (5) any act of Carolinas Football Club that causes harm or risk to public safety.
 - b) Termination for Convenience. The Town shall have the right, without assigning any reason therefore, to terminate this Agreement, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Carolinas Football Club. If the Agreement is terminated by the Town in accordance with this paragraph, Carolinas Football Club shall only be liable for any payments then due and the Agreement shall become null and void without further liability of either party to the other.
 - c) No Waiver by Town. Failure by the Town to insist upon the strict performance of this Agreement by the Carolinas Football Club shall not be deemed a waiver by the Town of any breach of this Agreement by the Carolinas Football Club. The Town may, at any time, strictly enforce the terms of this Agreement.
 - d) Should the Town terminate this Agreement for Cause, then Town shall have all remedies available at law or in equity, including but not limited to compensatory, consequential and incidental damages.
- 11) **Contingencies to Agreement.** The parties acknowledge and agree that this Agreement is contingent on certain actions and approvals of the Huntersville Town Board concerning funding, construction and financing and on Town obtaining financing for the field improvements on terms acceptable to the governmental discretion of the Town. Should

any of these enumerated contingencies not occur on or before the Commencement Date then this Agreement shall become null and void without further liability of either party to the other. The parties further acknowledge that the Town is leasing the North Mecklenburg Park property from Mecklenburg County and that this Agreement is contingent and subject to the continuation of that lease.

12) **Notice.**

Notice under this Agreement shall go to:

FOR: TOWN OF HUNTERSVILLE

Anthony Roberts, Town Manager

PO Box 664

101 Huntersville-Concord Road

Huntersville, NC 28070

Email: aroberts@huntersville.org

Telephone: 704-875-6541

FOR: Carolinas Football Club- Thomas Finlay

Email: thomasf@independencesoccer.club

Telephone: 404-966-5894

- 13) **North Carolina Law.** The terms of this Agreement shall be governed by North Carolina law, as amended during the Term hereof.
- 14) **Dispute Resolution.** All disputes hereunder which cannot be resolved informally shall first be mediated in accordance with the rules implemented by the North Carolina Supreme Court pursuant to NCGS 71-38.1 for superior court mediations. Either party hereto may, at any time, request that a dispute be referred for mediation and the other party shall comply. In the event a dispute cannot be resolved by mediation, and the dispute involves a breach of this Agreement, then such non-breaching party may file suit in a court of competent jurisdiction in Mecklenburg County. If the dispute involves an interpretation of this Agreement, and the mediation is unsuccessful, then either party may institute a suit for Declaratory Judgment in a court of competent jurisdiction in Mecklenburg County. The obligation to mediate shall not toll any statute of limitations to exercise any remedy at law or in equity. The prevailing party in any litigation between the parties regarding this Agreement shall be entitled to collect reasonable attorneys' fees and costs from the other party. Whether a party is a prevailing party shall be determined by the court.
- 15) **No Assignment.** This Agreement shall be binding upon the parties, their heirs, legal representatives, successors, and assigns. However, this Agreement may not be assigned or amended without a written consent signed by both parties.
- 16) **Third Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries to this Agreement.

- 17) **Complete Agreement.** This Agreement expresses the full and complete understanding of the parties and may not be varied except by a written amendment signed by the parties.
- 18) **Severability.** In the event any part of this Agreement shall be deemed void, illegal or unenforceable by a court of competent jurisdiction, then the remaining provisions shall remain in full force and effect.
- 19) **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall collectively and separately be considered one and the same agreement.

Made and entered into to be effective the day and year first above written.

TOWN OF HUNTERSVILLE

BY: _____ Date: _____
Anthony Roberts, Town Manager

Carolinas Football Club
BY: _____ Date: _____

Exhibit "A"
Estimate based on \$738,000 (Final cost could be up to \$902,000)
Payment Schedule

Year	Annual Payment	Monthly Payments
Year 1	\$73,800.00	\$6,150.00
Year 2	\$73,800.00	\$6,150.00
Year 3	\$73,800.00	\$6,150.00
Year 4	\$73,800.00	\$6,150.00
Year 5	\$73,800.00	\$6,150.00
Year 6	\$73,800.00	\$6,150.00
Year 7	\$73,800.00	\$6,150.00
Year 8	\$73,800.00	\$6,150.00
Year 9	\$73,800.00	\$6,150.00
Year 10	\$73,800.00	\$6,150.00
TOTAL	\$738,000.00	

EXHIBIT "B"

MINIMUM INSURANCE REQUIREMENTS

The Town shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. Certificates evidencing the required coverages shall be provided to the Town as required by this Agreement. Such Certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such 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**

Carolinas Football Club shall provide and maintain without interruption workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. **Public Liability and Property Damage**

Carolinas Football Club shall provide and maintain without interruption comprehensive general liability insurance coverage, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall insure against 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 Agreement, whether such operations be by Carolinas Football Club 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
Professional Liability:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Property Damage:	\$1,000,000 per occurrence/\$2,000,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence/\$2,000,000 aggregate

c. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by Carolinas Football Club.

d. **Other Insurance**

Carolinas Football Club 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.

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Anthony Roberts

Date: February 21, 2022

Subject: Purchase Agreement - 105 N. Maxwell Street

EXPLAIN REQUEST:

The Town has received an Agreement for Purchase and Sale of Improved Real Property (the "Agreement") from Jeffrey D. Howard, Trustee of the Jeffrey D. Howard Recocable Trust and Micheal and Evan Athanas, as sellers, for the purchase of 105 N. Maxwell Street. Huntersville, NC.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Purchase Agreement for 105 N. Maxwell Street
2. R-2022-09 Resolution to Purchase 105 N. Maxwell



AGREEMENT FOR PURCHASE AND SALE
OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between
The Town Of Huntersville

a(n) NC Municipality ("Buyer"), and
(individual or State of formation and type of entity)

Jeffery D Howard, Trustee for the Jeffery D Howard Revocable Trust U/A/D 1.23.2018; Michael Athanas & Evan Athanas
a(n) trust and individuals ("Seller").
(individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) 105 N. Maxwell St. Huntersville NC 28078

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
at Page(s) _____, Mecklenburg County, consisting of _____ acres.

☒ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 019-031-13;
and, (ii) some or all of the Property, consisting of approximately 1.343 acres, is described in Deed Book
32605, Page No. 276, Mecklenburg County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on **Exhibit A**.

\$ 775,000.00 (b) **"Purchase Price"** shall mean the sum of Seven Hundred Seventy-Five Thousand Dollars,

payable on the following terms:

\$ _____ (i) **"Earnest Money"** shall mean _____ Dollars
or terms as follows: Zero as the earnest money

The Earnest Money shall be deposited in escrow with _____ (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the

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This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

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Buyer Initials _____ Seller Initials MAH

the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☐ ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

☐ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

☐ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ _____ (ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of _____ Dollars

being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ 775,000.00 (iii) Cash, balance of Purchase Price, at Closing in the amount of Seven Hundred Seventy-Five Thousand Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before 60 days from the contract date or The contract date shall be the date this Agreement has been fully executed by both the buyer and the sellers and after final approval by the Huntersville Board of Commissioners.

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

Buyer Initials _____

Seller Initials SA

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- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on

45 days after the contract date.

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) **"Broker(s)"** shall mean:

The Knox Group Inc.

("Listing Agency"),

("Listing Agent" - License # _____)

Acting as: ☐ Seller's Agent; ☐ Dual Agent

and The Knox Group, Inc.

("Selling Agency"),

Gary Knox

("Selling Agent" - License # 113410)

Acting as: ☒ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

- (g) **"Seller's Notice Address"** shall be as follows:

2812 Chatham Oaks Trail, Charlotte, NC 28210

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:

The Town of Huntersville, P.O.Box 664, Huntersville, NC 28070

e-mail address: aroberts@huntersville.org fax number: _____

except as same may be changed pursuant to Section 12.

- ☐ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

Any and all broker fees and commissions.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

None

Each party shall pay its own attorney's fees.

Buyer Initials _____

Seller Initials _____

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Revised 7/2020

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Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to

Buyer Initials _____ Seller Initials _____

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review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☐ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants, that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and

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Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Buyer Initials _____

Seller Initials SA

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Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

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Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

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BUYER:**Individual**

Town of Huntersville

Date: _____

Date: _____

Business EntityThe Town of Huntersville
(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:**Individual**

Jeffery D Howard Revocable Trust

Date: _____

Evan Athanas; Michael Athanas

Date: 02/11/2022

Business EntityJeffery D Howard Revocable Trust U/A/D 1.23.2018
(Name of Entity)

By: _____

Name: Jeffery D Howard

Title: Trustee

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: _____

fax number: _____

except as same may be changed pursuant to Section 12.



DISCLOSURE AND FEE AGREEMENT FOR NON-LISTED PROPERTY
SALE

This Agreement ("Agreement") is entered into by and between: The Jeffery Howard Trust, Jeffery Howard Trustee, Michael Athanas & Evnn Athanas
("Seller"), and The Knox Group Inc. ("Firm").
(Name of Firm)

RECITALS:

A. Seller is the owner of the property commonly known as:
105 N. Maxwell St. , Huntersville, NC 28078

("Property").

B. Firm has advised Seller of Firm's general company policy regarding agency. Seller has received and read the North Carolina Real Estate Commission's "Working with Real Estate Agents" disclosure and understands that Firm will be acting as:

☐ a Seller's Agent

☒ a Buyer's Agent

with respect to:

☒ The Town of Huntersville who would
like to see the Property.

☐ any prospect Firm registers with Seller as evidenced by a registration document (either a CONFIRMATION OF AGENCY RELATIONSHIP AND REGISTRATION STATEMENT - NCAR Form 510 or substantially similar registration document) provided by Firm to Seller prior to showing the Property.

C. To the best of Seller's knowledge: (i) the Property is not subject to any rights of first refusal, rights of first offer or similar rights of others to acquire or lease all or a portion of the Property, (ii) as respects the Property there have been no licenses or leases granted or transfers of mineral, oil and gas or other similar rights, (iii) Seller has paid or will pay in full all persons recently contracted with (or contracted with hereafter prior to any transaction) to do work related to or affecting the Property and Seller will comply with all laws related to mechanics liens, (iv) the streets serving the Property are public streets and are maintained by a public authority, and (v) the Property has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco", unless disclosed as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any): _____

Accordingly, the parties agree as follows:

1. FEE. When Seller accepts an unconditional offer from Buyer or when all conditions have been met following the Seller's acceptance of a conditional offer from Buyer, then Seller shall pay Firm a fee equal to Two Point Zero
percent (2.000 %) of the gross sales price of the Property, or the sum of _____ (\$ _____), whichever is greater.

Seller shall pay the fee to Firm in cash or by bank check. Gross sales price includes any and all consideration received or receivable, in whatever form, by Seller including, but not limited to, the assumption or release of existing liabilities. Seller shall pay the fee upon delivery of the deed or other evidence of transfer of title or interest; provided, however, if the transaction involves an installment contract, then Seller shall pay the fee upon the signing of such installment contract. In the event of any breach by Seller, Seller's successors or assigns, of any contract of purchase and sale, it is understood and agreed that the fee remains earned and payable upon notice given by Seller to Buyer of Seller's intent not to proceed with such sale, notwithstanding the basis of such intent not to proceed.

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North Carolina Association of REALTORS®, Inc.

Firm Rep. Initials _____ Seller Initials EA MAJ

The Knox Group, Inc., P.O. Box 2608 Cornelius NC 28031
Gary Knox

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Herwood St, Suite 2200, Dallas, TX 75201



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In the event Seller contributes or conveys the Property or any interest therein to a joint venture, partnership or other business entity or executes an exchange, the fee shall be calculated on the fair market value of the Property or interest therein contributed, conveyed, transferred or exchanged and is payable at the time of the contribution, conveyance, transfer or exchange. If Seller is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the fee shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Seller at the time of the transfer.

2. **TERM:** This Agreement shall be effective for a period extending until 11:59pm (based upon the time at the locale of the Property) on April 1, 2022, _____. If, within 120 days after the expiration of this Agreement, Seller directly or indirectly sells or agrees to sell the Property to Buyer, then Seller shall pay Firm the same commission to which it would have been entitled had the sale been made during the term of this Agreement. "Buyer" as used herein shall be deemed to include, but not be limited to: (i) any holder of a right of first offer or refusal or similar right which holder is not specifically named herein and excluded from the terms of this Agreement, (ii) any prospect registered by Firm pursuant to Recital B hereinabove, and, (iii) the successors or assigns, principals, officers, directors, employees or shareholders thereof or any affiliate, alter-ego or commonly controlled entity of any such person.

3. **LEASE PROTECTION PROVISION.** In the event that the Property is leased to Buyer during the term hereof, it is acknowledged that a commission shall be nonetheless earned by Firm upon execution of such lease agreement. The parties agree to act in good faith in determining that the commission is an amount reasonable in this area for the type of Property.

4. **PARTIES AND BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives. Seller agrees that at any time during the term of this Agreement, Firm may either assign Firm's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Firm's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Seller may terminate this Agreement without cause on thirty (30) days' prior written notice to the assignee or transferee of Seller's intent to terminate this Agreement.

5. **COUNTERPARTS; ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY; ATTORNEYS FEES; GOVERNING LAW:** This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto. No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included. It shall not be deemed a breach of this Agreement for Firm to comply with an order resulting from an arbitration conducted by a REALTOR® association or issued by a court of competent jurisdiction. If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

THE BROKER SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OF ANY PARTY OR PROSPECTIVE PARTY.

Firm Rep. Initials _____ Seller Initials SA

Page 2 of 3

STANDARD FORM 573
Revised 7/2021
© 7/2021

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

SELLER:

Individual

Jeffery D Howard
Jeffery D Howard Revocable Trust

Date: 8/11/2022
E. Athanas

Evan Athanas; Michael Athanas

Date: 02/11/2022

Business Entity

Jeffery D Howard Revocable Trust U/A/D 1.23.2018
(Name of Entity)

By: Jeffery D Howard

Name: Jeffery D Howard

Title: Trustee

Date: _____

Address: 2812 Chatham Oaks Trail
Charlotte, NC 28210

Phone: (980)235-7818

Facsimile: _____

E-mail: jhoward@cplanning.com

FIRM:

The Knox Group Inc.
(Name of Firm)

By: _____

Name: _____

Individual license #: _____ State: NC

Date: _____

Address: 19824 W. Catawba Ave Ste. G

Cornellus, NC 28078

Phone: (704)634-5630

Facsimile: _____

E-mail: gary@knoxgroupinc.com



STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check ☒ in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u>Buyer Initials</u> 1. Mineral rights were severed from the property by a previous owner.	☐	☐	☐
<u>Buyer Initials</u> 2. Seller has severed the mineral rights from the property.	☐	☐	
<u>Buyer Initials</u> 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	☐	☐	
<u>Buyer Initials</u> 4. Oil and gas rights were severed from the property by a previous owner.	☐	☐	☐
<u>Buyer Initials</u> 5. Seller has severed the oil and gas rights from the property.	☐	☐	
<u>Buyer Initials</u> 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	☐	☐	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 105 N. Maxwell St. , Huntersville, NC 28078

Owner's Name(s): Jeffery D Howard Revocable Trust , Evan Athanas; Michael Athanas

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Jeffery D Howard Jeffery D Howard Revocable Trust Date 2-14-2022

Owner Signature: Evan Athanas; Michael Athanas Date 02/11/2022

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Town of Huntersville Date _____

Purchaser Signature: _____ Date _____

REC 4.25

1/1/15



RESOLUTION TO APPROVE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

WHEREAS, the Town has received the Agreement for Purchase and Sale of Improved Real Property (the "Agreement") attached hereto and incorporated herein as Exhibit A from Jeffrey D. Howard, Trustee of the Jeffrey D. Howard Revocable Trust U/A/D January 23, 2018; Michael Athanas, and Evan Athanas, as sellers, for the purchase of 105 N. Maxwell St. Huntersville, NC 28078 (the "Property"), as more particularly described in Exhibit B; and

WHEREAS, the Town wishes to purchase the Property based on the terms stated in the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE HUNTERSVILLE BOARD OF COMMISSIONERS AS FOLLOWS:

1. The Agreement between the Town and Jeffrey D. Howard, Trustee of the Jeffrey D. Howard Revocable Trust U/A/D January 23, 2018; Michael Athanas, and Evan Athanas for the purchase of the Property, attached hereto as Exhibit A is approved.
2. The Town Manager is authorized to execute the agreement, subject to such amendments as may be approved by him, in consultation with the Town Attorney.
3. This Resolution shall be effective as of the date of its adoption.

Adopted this the 21st day of February, 2022.

ATTEST:

Janet Pierson, Town Clerk

Melinda Bales, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A
(The Agreement)

EXHIBIT B
(Legal Description)

Parcel Id No.: 019-031-13

BEGINNING at an existing iron pin in the eastern side of Maxwell Avenue in Huntersville, North Carolina; thence S. 82-14-40.2 W across Maxwell Avenue 448.75 feet to the center line of N.C. Highway 115 (Old Statesville Road); then N. 2-25-06 W. along the center line of said N.C. Highway 115, 149.91 feet to a point; then N. 82-08-21.4 E. 431.28 feet across Maxwell Avenue to a point along the eastern margin of said Maxwell Avenue; thence S. 9-32-49.1 E. 150.23 feet to the point and place of BEGINNING; being Lot A and Lot B of an unfiled boundary survey of the Fannie Henderson Estate, prepared by Richard E. Navy, NCRLS on December 21, 1989 and revised January 17, 1990.

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Pattie McGinnis

Date: February 21, 2022

Subject: Audit Contract

EXPLAIN REQUEST:

Staff recommends that we re-engage Martin Starnes & Associates for the 2021-2022 Financial Audit. The contract has increased 5 percent due to new standards such as GASB 87 for Lease accounting. In addition, there is a \$3,500 fee associated with the Single Audit for additional testing due to Uniform Guidance associated with Federal programs.

ACTION RECOMMENDED:

Approve contract

FINANCIAL IMPLICATIONS:

Pay contract amount of \$43,270.

ATTACHMENTS:

1. Town of Huntersville - 2022 Audit Contract
2. Town of Huntersville - 2022 Single Audit Engagement Letter

The of and	Governing Board Board of Commissioners
	Primary Government Unit Town of Huntersville, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)(G.S. 159-34 and 115C-447) All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Pattie McGinnis

Finance Director, Town of Huntersville

pmcginnis@huntersville.org

OR Not Applicable ☐ (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

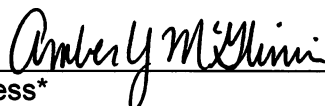
Primary Government Unit	Town of Huntersville, NC
Audit Fee	\$ See engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ See engagement letter
Writing Financial Statements	\$ See engagement letter
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 28,406.25

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 0.00

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/10/22	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Huntersville, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)* Melinda Bales, Mayor	Signature*
Date	Email Address mbales@huntersville.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Pattie McGinnis, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* pmcginnis@huntersville.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
 Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
 required signatures prior to submission.

PRINT



Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh

4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham

3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro

579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Smithfield

212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1217 FAX

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

February 10, 2022

Pattie McGinnis, Finance Director
Town of Huntersville
101 Huntersville-Concord Road
Huntersville, NC 28070

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Huntersville, NC, as of June 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Huntersville's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the Town of Huntersville's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budget and actual schedules
- Supplemental ad valorem tax schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical tables

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Huntersville's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town of Huntersville's basic financial statements. Our report will be addressed to the governing body of the Town of Huntersville. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Town of Huntersville's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and

assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;

8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily

available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form (if applicable)
- Preparation of LGC's data input worksheet

We will not assume management responsibilities on behalf of the Town of Huntersville. However, we will provide advice and recommendations to assist management of the Town of Huntersville in performing its responsibilities.

The Town of Huntersville's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we

cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Town is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$ 32,020
Financial Statement Drafting	7,750
Single Audit Fees (up to 3 programs)	3,500
	<u>\$ 43,270</u>

Additional Fees:

Charge per major program in excess of 3	<u>\$ 3,500</u>
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Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Huntersville's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Huntersville by:

Name: _____

Title: _____

Date: _____

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Jack Simoneau

Date: February 21, 2022

Subject: Appointments to HOAB

EXPLAIN REQUEST:

Consider appointments to the Huntersville Ordinance Advisory Board.

ACTION RECOMMENDED:

Consider Appointments

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. March 2022 Applications



To: Board of Commissioners
From: Jack Simoneau
CC: Mayor Bales, Town Manager Anthony Roberts
Date: 02/14/2022
Re: Ordinance Advisory Board Members Consideration for Reappointment

Comments: The Ordinance Advisory Board member with terms ending this February 2022 as noted below:

- Matt Jones – completed one full term, **eligible for second term and confirmed that he would like to be considered for reappointment**
- Jay Henson - completed three full terms, not eligible for reappointment
- Scott Moore – completed two terms, not seeking reappointment

The following applicants have confirmed their interest in being considered for appointment:

- Wenz, Frank
- Hallman, Amy
- Klutz, Joseph
- Marple, Bianca
- McLamb, Jennifer
- Montague, Edward
- Palillo, Jacob
- Price, Christopher
- Whittaker, Harrison

HOAB Attendance – Regular Meetings 2021-2022

Name	July 2021	Aug	Sept	Oct	Nov	Dec	Jan. 2022	Feb	March	Apr	May	June
Jones, Matt (Chair)	X	X	X	X	X	X	X	-				
Taylor, Tim (Vice-Chair)	X	X	X	X	X	X	X	-				
Munger, Lance (Commissioner)	X	X	X	X	X	X	X	-				
Gammon, Frank (Planning Board)	X	X	X	X	X	X	X	-				
Jones, Kathy	X	X	X	X	X	X	X	-				
Henson, Jay	X	X	X	X	X	X	X	-				
Moore, Scott	X	X	X	X	X	A	X	-				
Finlay, Thomas	X	X	X	X	A	X	A	-				
Skelly, Brandy	A	X	X	X	X	X	X	-				

x = Present

A = Absent

Huntersville Ordinances Advisory Board Application

Step 1

Notification for Service for the Town of Huntersville Ordinances Advisory Board

Background Information

Name	Frank Wenz
Home Phone	N/A
Home Address	2204 Club Road
Cell Phone	704-778-2591
Do You Reside in the Town Limits or ETJ?	No
Present Occupation	Project Manager - Plant Expansion
Work Phone	704-927-3705
Place of Employment	Kurz Transfer Products
Email Address	frank.wenz@kurzusa.com
Approximate Hours Available Per Month for Serving on Advisory Board	4-8
Name of Any Town or County Boards / Committees / Commissions You Are Presently Serving on:	Not presently
Education	Bachelor of Science in Physics and Minor in Math
Business and Civic Experience	Have been in industrial manufacturing since 1991 in the Charlotte area. Past volunteering experience: ,Treasure of Friend of Fourth Ward, Treasure of Plaza Midwood Organization, Finances Chair of Charlotte Lutheran Schools, Vice President of Church Properties at Ascension Lutheran

Church, Ascension Lutheran Church Call Committee Chair,
Junior Achievement BizTown volunteer & GACC South
Leadership Committee Member

Areas of Expertise and
Interests / Skills

Like to assist & help with streamlining in brining more
manufacturing representation to the Town Huntersville. Having
a good understanding of what it takes to build and run a
manufacturing plant I hope to bring value to the team.

I, the undersigned, understand this application and attached questionnaire will be
kept on the active file for a two (2) year period only.

Signature of Applicant

Frank Wenz

Date

5/14/2019

Step Two: Questionnaire

*To assist the Board of Commissioners in making appointments to the Land
Development Ordinances Advisory Board ("Advisory Board"), please respond
briefly to the following questions. There is no right or wrong answer. Your
responses will provide a framework for discussion with the Mayor and
Commissioners.*

Overview

*The Advisory Board consists of eight (8) voting members appointed by the Board of
Commissioners. The Regular membership shall consist of six (6) members who
reside within the corporate limits, or extraterritorial zoning jurisdiction ("ETJ").*

1. Please describe the
areas of community
service in which you have
participated, in
Huntersville or elsewhere.

I am the Plant Expansion Project Manager for Kurz Transfer
Products LP and we are in the process of building our USA
Corporate office and Manufacturing plant on Patterson Road.

2. Briefly describe your
vision for Huntersville in
the next 10 to 15 years.
What factors during that
time will shape the
growth of our
community?

Like to see a more streamlined application process for potential
industrial manufacturing base coming to the town of
Huntersville that will add / create more value for the Town of
Huntersville and its community. Furthermore help with pushing
for additional apprenticeship opportunities in Huntersville and
surrounding area.

3. With rapid
development occurring in
Huntersville and the

It took Kurz Transfer Product 104 Working days to rec. a
grading permit to get started in preparing our 29 acre site on
Patterson Road. I am not looking on cutting corners, but rather

surrounding area, the character and growth patters of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and / or anything you find particularly appropriate to Huntersville.

streamlining the process and make differentiations between manufacturing operations vs. residential / commercial setups.

Step 3

Other Comments:

Michelle, Please let me know if you would like a copy of my resume and or if you have any questions. Thank you.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Michelle Haines

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Huntersville Ordinances Advisory Board Application - Submission #9969

Date Submitted: 12/15/2021

Notification for Service for the Town of Huntersville Ordinances Advisory Board

Background Information

Name

Amy Hallman

Home Phone

7044583735

Home Address

100 Cambridge Rd., Huntersville

Cell Phone

7044583735

**Do You Reside in the Town Limits
or ETJ?**

Town Limits

Present Occupation

not working

Work Phone

Place of Employment

Email Address

atmhallman@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

15

Name of Any Town or County Boards / Committees / Commissions You Are Presently Servng on:

Include Expiration Date

Education

BA in English, NCSU; MEd. in Secondary Education with a concentration in English; National Board Certified Teacher 20 years; Certified Journalism Educator

Business and Civic Experience

Save Downtown Huntersville, Huntersville 101, durable POA and caregiver for two older family members

Areas of Expertise and Interests / Skills

Writing, rule following, community engagement, tree and habitat saving, walking

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant

Amy Hallman

Date

12/15/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Land Development Ordinances Advisory Board ("Advisory Board"), please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

The Advisory Board consists of eight (8) voting members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, or extraterritorial zoning jurisdiction ("ETJ").

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

As a high school teacher for 18+ years, I became a tutor of all ages (including college essays, elementary school math and reading, and adult GED) when I came home from a full-time career to "watch herd" over my son's education. Also, I became the caregiver and durable POA for my grandmother and my mother for four years—no easy feat. Finally, while I have supported my son's political career aspirations, it seemed to be a natural extension to engage the community in my hometown to "save" our downtown from simple residential development. Also, I have volunteered on election campaigns and for people in need, through Elevation Church and via Galentine's Day, Carolina Waterfowl Rescue, etc.

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I look forward to a walkable, active hub for our downtown. While a committee member would need to be thoughtful for all aspects of our town, currently the downtown area is the hottest discussion in town. I envision shops and establishments that support a wide array of general residents, peppered with esoteric boutique shops that will draw shoppers from other areas. Careful consideration of current zoning laws and ordinances that may prohibit an invitation to such growth should be explored regularly, to ensure we are on the right track.

3. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and / or anything you find particularly appropriate to Huntersville.

Removing the transit overlay (with present projects grandfathered in) in our downtown is important because the transit center has been moved to 77. I am not against downtown development, but I believe we need to be heavier with commercial and retail now that more apartments than the 2040 plan called for have been approved.

Other Comments:

Thank you for your consideration. My love for the town is clear, both in this application and your familiarity with me. I look forward to working with you all.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Online Form Submittal: Huntersville Ordinances Advisory Board Application

noreply@civicplus.com <noreply@civicplus.com>

Mon 5/10/2021 4:33 PM

To: Tracy Barron <tbarron@huntersville.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Huntersville Ordinances Advisory Board Application

Step 1

Notification for Service for the Town of Huntersville Ordinances Advisory Board

Background Information

Name	Joseph Kluttz
Home Phone	<i>Field not completed.</i>
Home Address	15015 Hwy 73
Cell Phone	704-560-4246
Do You Reside in the Town Limits or ETJ?	Huntersville
Present Occupation	Hydro Licensing
Work Phone	704-382-7506
Place of Employment	Duke Energy
Email Address	Joseph.kluttz@duke-energy.com
Approximate Hours Available Per Month for Serving on Advisory Board	8
Name of Any Town or County Boards / Committees / Commissions You Are Presently Servng on:	Board of Adjustments - June 30, 2021
Education	Business Administration - Wingate College
Business and Civic Experience	<i>Field not completed.</i>
Areas of Expertise and Interests / Skills	<i>Field not completed.</i>
I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.	
Signature of Applicant	Joseph R. Kluttz, III
Date	5/10/2021

Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Land Development Ordinances Advisory Board ("Advisory Board"), please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

The Advisory Board consists of eight (8) voting members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, or extraterritorial zoning jurisdiction ("ETJ").

- | | |
|--|--|
| 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere. | 1. Public Safety & Recreation (Lake Norman)
2. Big Day at the Lake
3. Samaritan's Feet
4. Second Harvest Food Bank |
| <hr/> | |
| 2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community? | I would like to see the Town of Huntersville focus on community growth and outreach, while continuing to offer economic growth opportunities in a business friendly environment. |
| <hr/> | |
| 3. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and / or anything you find particularly appropriate to Huntersville. | Transportation, resource depletion, and environmental impacts will play a significant role in Huntersville's future. |
-

Step 3

- | | |
|-----------------|---|
| Other Comments: | The Town of Huntersville Board of Commissioners, Staff, and advisory committees should always govern by the principles of accountability. Included, but not limited to, honesty, integrity, transparency, and fairness. |
|-----------------|---|
-

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Print

Huntersville Ordinances Advisory Board Application - Submission #9753

Date Submitted: 11/20/2021

Notification for Service for the Town of Huntersville Ordinances Advisory Board

Background Information

Name

Bianca Marple

Home Phone

Home Address

200 Nottingham Dr

Cell Phone

704-241-9942

**Do You Reside in the Town Limits
or ETJ?**

Town Limits

Present Occupation

Teacher

Work Phone

704-241-9942

Place of Employment

Guidepost Montessori At Lake Norman

Email Address

bmarple@guidepostmontessori.com

Approximate Hours Available Per Month for Serving on Advisory Board

Full time hours (available after 2:30pm everyday)

Name of Any Town or County Boards / Committees / Commissions You Are Presently Servng on:

Include Expiration Date

Education

High school diploma, Montessori associates credentials

Business and Civic Experience

Areas of Expertise and Interests / Skills

Child Education and Development, Business administration, Microsoft office, Adoption of Sherwood Dr(current, 3 years) , Community involvement.

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant

Date

Bianca L. Marple

11/20/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Land Development Ordinances Advisory Board ("Advisory Board"), please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

The Advisory Board consists of eight (8) voting members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, or extraterritorial zoning jurisdiction ("ETJ").

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Street adoption of Sherwood Dr and keeping the road clean and safe for children and families. Keeping an eye at Holbrook Park to make sure nothing suspicious is happening at the park where children and families come to daily. Voting in local and state and federal elections.

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Improving the roads as well as, improving the downtown area to attract small family owned businesses and local interests. Smart growth for the area. Infrastructure update and developments. Event planning.

3. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and / or anything you find particularly appropriate to Huntersville.

With some growth: You have traffic issues, crime, public safety, infrastructure problems, disconnect with community involvement(less people stepping up) and we want to preserve the historical aspects of Huntersville.

Other Comments:

I would love an opportunity to serve my town. I am a dedicated teacher and community member.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Print

Huntersville Ordinances Advisory Board Application - Submission #10003

Date Submitted: 12/20/2021

Notification for Service for the Town of Huntersville Ordinances Advisory Board

Background Information

Name

Jennifer McLamb

Home Phone

9195997985

Home Address

430 Senate Court Way Huntersville NC 28078

Cell Phone

9195997985

**Do You Reside in the Town Limits
or ETJ?**

Yes

Present Occupation

Realtor

Work Phone

9195997985

Place of Employment

Helen Adams Realty

Email Address

jen.munn@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

15

Name of Any Town or County Boards / Committees / Commissions You Are Presently Servng on:

n/a

Include Expiration Date

Education

North Carolina State University Class of 2009 - Parks, Recreation and Tourism Management

Business and Civic Experience

HUMC Moms of Preschoolers

Areas of Expertise and Interests / Skills

Residential Real Estate

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant

Jennifer McLamb

Date

12/20/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Land Development Ordinances Advisory Board ("Advisory Board"), please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

The Advisory Board consists of eight (8) voting members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, or extraterritorial zoning jurisdiction ("ETJ").

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

HOA Board Member, Table Leader/Member of HUMC Mothers of Preschoolers, Attend Lake Forest Church in Huntersville

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Even though HUntersville is in Mecklenburg County I feel that we are our own little slive of heaven separated from the crazyness of the Charlotte area, people love this area and want to bring their families here but we have to plan for the rapid growth, building, and planning of the area - I feel I can help bring a different vision to this area as a mom and a realtor who wants to see the area thrive!

3. With rapid development occurring in Huntersville and the surrounding area, the character and growth patters of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and / or anything you find particularly appropriate to Huntersville.

Traffic patterns/ schools/school zoning

Other Comments:

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Print

Huntersville Ordinances Advisory Board Application - Submission #9976

Date Submitted: 12/16/2021

Notification for Service for the Town of Huntersville Ordinances Advisory Board

Background Information

Name

Edward T Montague

Home Phone

7047562978

Home Address

9033 McDiarmid Ln

Cell Phone

7047562978

**Do You Reside in the Town Limits
or ETJ?**

Huntersville

Present Occupation

retired

Work Phone

Place of Employment

Email Address

etmtrader@hotmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

2-5

Name of Any Town or County Boards / Committees / Commissions You Are Presently Servng on:

Include Expiration Date

Education

B.A. Economics Southern Methodist University

Business and Civic Experience

Real Estate Broker '87-94
Futures/Commodities AP '88-'13

Areas of Expertise and Interests / Skills

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant

Date

Thorne Montague

12/15/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Land Development Ordinances Advisory Board ("Advisory Board"), please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

The Advisory Board consists of eight (8) voting members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, or extraterritorial zoning jurisdiction ("ETJ").

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Huntersville 101, Hands On Charlotte, Boys/Girls Club (tutoring), Tarheel Trailblazers, Access Fund

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I'd like to see controlled growth, with long term impacts incorporated in all real estate projects. Let's be sure our infrastructure, especially major thoroughfares, can accommodate future growth.

3. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and / or anything you find particularly appropriate to Huntersville.

As I mentioned above, infrastructure of critical to Huntersville's future well-being. Future real estate projects should require a long term impact study, with costs factored in. If new property taxes won't cover those costs, then upfront develop fees should be applied. We should promote smart retail developments to provide desirable goods and services to our current and future residents.

Other Comments:

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Print

Huntersville Ordinances Advisory Board Application - Submission #9975

Date Submitted: 12/16/2021

Notification for Service for the Town of Huntersville Ordinances Advisory Board

Background Information

Name

Jacob Palillo

Home Phone

7043637902

Home Address

17532 Sail View Dr

Cell Phone

7043637902

**Do You Reside in the Town Limits
or ETJ?**

Property owner

Present Occupation

Construction/ development

Work Phone

7043637902

Place of Employment

SouthCreek

Email Address

jpallilo@aol.com

Approximate Hours Available Per Month for Serving on Advisory Board

as needed

Name of Any Town or County Boards / Committees / Commissions You Are Presently Servng on:

Include Expiration Date

Education

10th grade completed

Business and Civic Experience

Areas of Expertise and Interests / Skills

40 years of development and construction

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant

Date

Jake Palillo

12/16/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Land Development Ordinances Advisory Board ("Advisory Board"), please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

The Advisory Board consists of eight (8) voting members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, or extraterritorial zoning jurisdiction ("ETJ").

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Huntersville is an amazing Town with rapid growth. The focus needs to be quality of life, meeting the needs of people today but with the vision for meeting the needs of the generations behind us. The way people live, work, shop, dine and entertain changes and Huntersville needs to understand that and plan for it.

3. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and / or anything you find particularly appropriate to Huntersville.

Number one is beauty. The Town needs to be a beautiful place and that starts with developing a street scape requirement. Moving buildings back off the road, moving sidewalks off the edge of curbs with a 15 to 20 ft grass area so people feel safe walking. making walks 8 to 10 ft wide moving street trees behind the walk so the canopy hangs over the walk and not the street.
Make strong landscape requirements with large trees and landscape lighting so buildings are attractive. Beautiful architecture needs beautiful landscaping to make a beautiful community. Understanding peoples needs and habits and creating a master plan with a vision, not a plan from people that moved here and don't want anything around them. traffic is a way of life and should not stop great developments that add quality of life to residents. Working with the town for years there are a lot of areas to improve and we need people on Board with experience and vision.

Other Comments:

It would be an Honor to serve the Community

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Print

Huntersville Ordinances Advisory Board Application - Submission #4002

Date Submitted: 11/26/2019

Notification for Service for the Town of Huntersville Ordinances Advisory Board

Background Information

Name

price christopher

Home Phone

7046198889

Home Address

8310 Misty Lilac Dr

Cell Phone

7046198889

Do You Reside in the Town Limits or
ETJ?

Yes

Present Occupation

Banking

Work Phone

9803458792

Place of Employment

Wells Fargo

Email Address

cprice8889@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

10

Name of Any Town or County Boards / Committees / Commissions You Are Presently Servng on:

Include Expiration Date

Education

Western Carolina University -degree 91

Business and Civic Experience

Huntersville Planning and Adjustments Board.

Areas of Expertise and Interests / Skills

Financials and Zoning

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant**Date**

Christopher S Price

11/26/2019

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Land Development Ordinances Advisory Board ("Advisory Board"), please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

The Advisory Board consists of eight (8) voting members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, or extraterritorial zoning jurisdiction ("ETJ").

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Huntersville 101, board of adjustment, Mecklenburg. county tax board, Huntersville Planning Board, citizens police Academy, HOA

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

In the next 10 to 15 years I see more commerce better transportation with a thriving economy. I see more development with industry moving further away from the Charlotte city skyline

3. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and / or anything you find particularly appropriate to Huntersville.

In the future I do see our smaller roads becoming overwhelmed by traffic. I see schools that are in need of additional space. At this point I believe the charter schools are going to be the future. And I would like to see light rail move from Charlotte to Mooresville. Possibly Statesville

Other Comments:

I look forward to any opportunities available in Huntersville to help move our local community into the future.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE
ATTN: Michelle Haines
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Print

Huntersville Ordinances Advisory Board Application - Submission #9798

Date Submitted: 11/25/2021

Notification for Service for the Town of Huntersville Ordinances Advisory Board

Background Information

Name

Harrison Whittaker

Home Phone

Home Address

13719 Bramborough Rd Huntersville, NC

Cell Phone

3343136648

**Do You Reside in the Town Limits
or ETJ?**

Yes

Present Occupation

Retired

Work Phone

Place of Employment

Email Address

Hbwiii2000@yahoo.com

Approximate Hours Available Per Month for Serving on Advisory Board

20

Name of Any Town or County Boards / Committees / Commissions You Are Presently Servng on:

Include Expiration Date

Education

Masters degree in CivilEngineering

Business and Civic Experience

Retired Commander, USNavy,
Civil Engineer Consultant
City Engineer (Enterprise, AL)
County Engineer (Lincoln Co, NC)

Areas of Expertise and Interests / Skills

Planning and design of various Municipal projects.

I, the undersigned, understand this application and attached questionnaire will be kept on the active file for a two (2) year period only.

Signature of Applicant

Date

Harrison Whittaker

11/25/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Land Development Ordinances Advisory Board ("Advisory Board"), please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

The Advisory Board consists of eight (8) voting members appointed by the Board of Commissioners. The Regular membership shall consist of six (6) members who reside within the corporate limits, or extraterritorial zoning jurisdiction ("ETJ").

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Currently volunteering at Lydia's Loft in Huntersville
Water Board Advisor-Eufaula, Alabama
Water Board Advisor-Smiths Water Board, Alabama

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I would like to see a community that has a viable and walkable downtown, citizens who are engaged in the Town and consider themselves as residents of the Town rather than as residents of the greater Charlotte area.

3. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and / or anything you find particularly appropriate to Huntersville.

Growth is good as long as it is "smart growth". Getting ahead of the infrastructure curve is critical. I know this is a cliché but it is true. I also realize that much of the Town's infrastructure is not owned by the Town and requires coordination with other governmental entities. Allowing rapid development without requiring the needed infrastructure is a recipe for continuing frustration.

Other Comments:

I am a new resident in Huntersville but have been visiting this area for years as my children live here. My professional experience equips me to assist the Town and I would be remiss to not provide my experiences to better the community. I am willing to serve on any Committee or Boards where my experience could help.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Jack Simoneau

Date: February 21, 2022

Subject: Appointment to Planning Board

EXPLAIN REQUEST:

Consider appointment to the Planning Board to fill vacated seat.

ACTION RECOMMENDED:

Consider Appointment

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. PB Appointment Memo 2022



To: Board of Commissioners
From: Jack Simoneau
CC: Mayor Bales, Town Manager Anthony Roberts
Date: 02/14/2022
Re: **Planning Board Members**

Comments: The Planning Board seat filled by Jennifer Davis is now vacant with a partial term remaining through 06/30/2024.

Applications that follow include but are not limited to:

- Genenbacher, Steve (currently serving on Board of Adjustments)
- Hallman, Lee (current Vice-Chair of the Downtown Plan Committee)
- Harrington, Scott
- Wactor, Gale
- BouGhanem, Alaa
- Hinson, Scott
- Horn, James
- Price, Christopher
- O'Neill, John (currently on the Downtown Plan Committee)
- Ringel, Dina
- Pinter, Jeff
- Henson, Jay
- Flowers, Vincent
- Thomas, Patrick
- Russell, Mike
- Haskell, Stacey
- Walter, Tracey
- Haigler, William

All applicants have been advised they are eligible to serve on one Board/Committee at a time and have requested that their applications be considered.

Print

Planning Board Application - Submission #5411

Date Submitted: 6/12/2020

Notification for Service for the Town of Huntersville Planning Board

Name

Steven D Genenbacher

Home Phone

Home Address

14413 Old Dobbin Dr. Huntersville

Cell Phone

704-305-3779

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

No

Present Occupation

Small Business Owner

Work Phone

704-727-0808

Place of Employment

Christian Brothers Automotive Huntersville

Email Address

steve.genenbacher@cbauto.net

Approximate Hours Available Per Month for Serving on Advisory Board

10

Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

Huntersville Board of Adjustments
Expires June 2020

Include Expiration Date

Education

Quincy Senior High School, Quincy, IL
Wyoming Technical Institute, Laramie, WY
John Wood Community College, Quincy, IL

Business and Civic Experience

Owner of multiple automotive service and repair business, NAPA automotive parts store, towing companies, and rental properties in Quincy IL for 20 years. Active member of Quincy chamber of commerce, active member of Knights of Columbus council 582 Quincy IL, active member of St. Peters Parish, Past President of Quincy Automotive Service Association, board member of NAPA auto parts southeast and national advertising council, member of Quincy IL marketing board. After moving to North Carolina I have 18 years in different management role's for NASCAR Race Teams Current owner of Christian Brothers Automotive Huntersville, Current Lake Norman Chamber of Commerce Ambassador, Active member of St Marks Knights of Columbus council 12654. Work with the Lotta Foundation Huntersville, Work with the Hope House Foundation Huntersville. Hold multiple charity events thru and at our business.

Areas of Expertise and Interests / Skills

My 40 plus years as an entrepreneur, team leader, and my community involvement has taught me to be a great team player, strong problem solver, and how to communicate with the consumer / individual by being a good listener.

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant

Steven D Genenbacher

Date

5/20/2020

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Volunteer and work with fund raisers with the Knights of Columbus Charlotte and Huntersville
Volunteer with St Marks Church
Work with Business Leaders Cares Lake Norman
Serve on the Board of Adjustments for Huntersville
Hold National Service Day at our shop 1 Saturday a year, we do free repairs to cars for single mothers and family's in need.

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

The town of Huntersville will continue to be one of the best small towns in North Carolina.
Committed to preserving our small town values and sense of community while providing a high quality of life for our citizens.
Understand the value of a healthy economy and will encourage responsible , progressive development that will lead us into the future.
Encourage community-oriented governance through partnership's with citizen's and public and private organizations.
Have a system of roads that safely and efficiently moves traffic throughout the town, consistent with the town thoroughfare plan.

Factors will include: Economy, Job Growth, Partnerships, Elections and Appointments

3. What obstacles do you see to achieving this vision?

Doing something because it is the way we have always done it.
Seeking to think you can please everyone.
Trying to get perfection as your outcome.
To short-term thinking.

4. What special opportunities could be used to achieve your vision?

We have a great opportunity now as we work with residents, community leaders, business owners and town government officials to work through the final phases and implementation of our 2040 community plan.
I am becoming fully engaged and informed in all of the current documents of our 2040 plan, how and why we reached where we are with the plan.
I would like the opportunity to become an ambassador for the community plan if needed.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

As Huntersville has grown over the last 15 to 20 years it has still been able to maintain a small town feel and character, as the plan continues to be developed, finalized and implemented one core goal should be to maintain that through our next 20 years of growth.

Other Comments:

I am currently on the board of adjustments for the town of Huntersville, I understand I can only serve on 1 board at a time.
If accepted to be on the planning board for Huntersville I would remove myself from the board of adjustments.
I look forward to being a member of our planning board as this is a very important role going forward with the decisions to be made in growing our community for the future and I will take it very seriously.
Thank you for your consideration.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Planning Board Application - Submission #8192

Date Submitted: 5/31/2021

Notification for Service for the Town of Huntersville Planning Board

Name

Lee Hallman

Home Phone

7048758763

Home Address

100 CAMBRIDGE RD

Cell Phone

7048402790

Do You Reside in the Town Limits?

HUNTERSVILLE

Do You Reside in the ETJ?

no

Present Occupation

retired

Work Phone

n/a

Place of Employment

Email Address

hallmans@roadrunner.com

Approximate Hours Available Per Month for Serving on Advisory Board

20

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

Include Expiration Date

Education

B.A. Business Administration

Business and Civic Experience

37 years with IBM
5 years production and engineering
15 years accounting and financial analysis
14 years finance management
3 years sales - bid and proposal
Ten months of attending every town board meeting and most planning board meetings, virtually or in-person, speaking on behalf of residents who feel unheard, organizing and holding meetings with various members of town staff and committees

Areas of Expertise and Interests / Skills

logistics, project management, accounting, finance

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant

R. Lee Hallman

Date

5/31/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

United Way volunteer work connected to IBM service
20-year member and current president of the Rocky River Road Club, LKN's oldest bicycle advocacy group
We raise money for local charities, including Ada Jenkins, Davidson Housing Coalition, and Trips for Kids, annually.
Leadership role in grassroots effort to refocus Downtown Huntersville from overdevelopment of apartments and townhomes
Huntersville 101 graduate, spring 2021

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for Huntersville is smart growth, including retail and commercial opportunities that provide services and experiences for residents, rather than sending them to Charlotte for all their recreation and leisure needs. Huntersville should not be the bedroom community for Charlotte, nor should it focus solely on residential and industrial development. If we are to become a town of 80,000+ people, residents need a place to go, be, and do. To shape the growth of our community we must balance "by right" land development with maintaining a desirable place to live.

3. What obstacles do you see to achieving this vision?

population growth and short sightedness

4. What special opportunities could be used to achieve your vision?

land preservation, "down-zoning," civic uses of properties to create a focal point for our downtown, correcting the use of rail transit as a density intensifier, revisiting our Community Plans to ensure they do not keep us beholden to overdevelopment

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

We have opportunity to shape our town now, but it is fleeting. We need to think long term and not sell all our land holdings in an effort to have one corner of our town center. While I don't think Huntersville should be in the real estate business, one way to control land development is to own the land. We need to act quickly and gain control of our town center before it's too late.

Other Comments:

As a resident for the last 23 years and a focused civic-minded leader for the last ten months, I believe I still have a lot to learn, and I believe I have shown that I am willing to put in the work. As a retired person, I have no personal nor professional interest, nor investment in what or how our town is developed.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Print

Planning Board Application - Submission #5161

Date Submitted: 5/11/2020

Notification for Service for the Town of Huntersville Planning Board

Name

Scott M. Harrington

Home Phone

Home Address

13314 Union Square Dr

Cell Phone

9174455137

Do You Reside in the Town Limits?

Huntersville

Do You Reside in the ETJ?

Present Occupation

Commercial Real Estate Broker

Work Phone

9174455137

Place of Employment

C. Crawford & Associates, Inc.

Email Address

scotharrington1808@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

As needed

Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

Community Plan Steering Committee / 4Q 2020

Include Expiration Date

Education

College Degree: Bachelor of Arts and Master Degree: Business

Business and Civic Experience

Business: Banking, Institutional Asset Management, and Commercial Real Estate. Civic: Currently serve on the Board of Bellington Community HOA.

Areas of Expertise and Interests / Skills

Strategic planning, investments/rates of return, work well with others, real estate,

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant

Scott M. Harrington

Date

5/11/2020

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Currently a member of the Huntersville Community Plan Steering Committee. I am on the Board of Bellington Community HOA.

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

Huntersville is in the process of putting itself on a clearly defined path to becoming the most livable mid-sized city in NC. Through aspirational planning efforts, we can manage to balance the challenges of environmental, land use mix & open space requirements w/ the quality of life demands of our young, mobile, prosperous urban populous, i.e. vibrant downtown, retail, focused economic development and top-flight public services.

3. What obstacles do you see to achieving this vision?

The enemies of any long term "Plan" are 1) Complacency, 2) Community Commitment (lack of) and, 3) Continual Reinforcement (lack of) of shared goals and visions.

4. What special opportunities could be used to achieve your vision?

Stakeholder input obtained from all socioeconomic groups via the Huntersville Community Survey was a critical first step. Once "Plan" is approved newsletters, signage, and slogans can be effectively utilized to reinforce key aspects of our City's shared vision. One simple example is when another section of our greenway is completed signage can be erected that reads "Another step taken toward achieving our goal of becoming the most livable city in North Carolina". Signs can be reused multiple times.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

It's my sense that as Huntersville grows, its population will become even younger, more mobile, better educated and more prosperous. Access to high-performance public, charter and private schools will be a critical component of businesses and families as they consider moving to or remaining in Huntersville.

Other Comments:

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Print

Planning Board Application - Submission #5115

Date Submitted: 5/4/2020

Notification for Service for the Town of Huntersville Planning Board

Name

Gale Wactor

Home Phone

7047273733

Home Address

9116 Rayneridge Drive

Cell Phone

7323220749

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

No

Present Occupation

Retired

Work Phone

NA

Place of Employment

NA

Email Address

Gale.wactor@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

20

Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

None

Include Expiration Date

Education

Some College

Business and Civic Experience

Program/Project Management (DoD)
Project Management Site Director (PMI) - MD
Guardian ad Litem - NC
CASA - MD
Juvenile Conference Committee - NJ
Huntersville 101 - postponed COVID-19

Areas of Expertise and Interests / Skills

Project Management

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant

Date

Gale Wactor

5/4/2020

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

3. What obstacles do you see to achieving this vision?

4. What special opportunities could be used to achieve your vision?

Lite or commuter rail into Charlotte
Open spaces for enjoying nature
Bryton area development with retail and restaurants
New businesses and job opportunities for residences- how do we know or how do we capture what resources we have?

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Growth is good, managed growth is better.

Current plans may change due to pandemic. It will be important to look at demographics and trends once we see what the new normal looks like. For example if people are productively working from home, will businesses change their model and reduce footprint of required office space?

This is what is known at this time as an unknown unknown. Unknowns have to be part of any plan.

Other Comments:

I would like this opportunity to join the board, I enjoy living in Huntersville and want to contribute where I can for future plans.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

5 May 2020

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

I purchased my home in 2014 and officially became a full-time resident in 2018 after retirement so to that end my available time has been limited as I was a caregiver for my mother last year.

- I am a member of the abbreviated class of Huntersville 101 (stopped due to pandemic)
- I participated in the community meetings for Ranson/Rosedale Park near Terrence Elementary School
- Attended BPC meet and greet event with candidates in Charlotte
- Sworn in as a Guardian ad Litem for the State of NC in December of 2019
- Served as a Court Appointed Special Advocate (CASA) in the State of MD
- Served on the Juvenile Conference Committee in the State of NJ
- I participate in various community outreach efforts through whatever church I attended wherever I have lived

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I see Huntersville attracting new businesses that will support the infrastructure required to make ease of use of roads and accompanying amenities for residents. The main factor is having allocated space and resources that would attract business entities to the community.

3. What obstacles do you see to achieving this vision?

The main obstacle if one at all at this point of speculation is making it a win-win situation for the businesses as well as the residents. While it is certainly good to have additional revenue from possible local places of employment; you certainly want to enjoy your community on off hours void of traffic jams and not enough space for the fun things where you would have to leave your community to enjoy.

Online Form Submittal: Planning Board Application

noreply@civicplus.com <noreply@civicplus.com>

Fri 3/19/2021 10:24 AM

To: Tracy Barron <tbarron@huntersville.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Alaa BouGhanem
Home Phone	7045789079
Home Address	7022 McLothian Ln
Cell Phone	7045789079
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	No
Present Occupation	Architect/ Project Manager
Work Phone	<i>Field not completed.</i>
Place of Employment	LITTLE Diversified Architectural Consulting.
Email Address	alaa_bg_95@hotmail.com
Approximate Hours Available Per Month for Serving on Advisory Board	15
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:	American Institute of Architects: Charlotte
Education	Masters of Architecture: The University of North Carolina at Charlotte
Business and Civic Experience	Habitat for Humanity of Charlotte LOVE America Foundation
Areas of Expertise and Interests / Skills	NC Building Code Sustainable Design Building Information Modeling Commercial Design

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent

(75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant	Alaa Bou Ghanem
------------------------	-----------------

Date	3/19/2021
------	-----------

Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

- | | |
|--|--|
| 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere. | I currently serve on the AIA Charlotte Board of Directors with an overarching mission to provide support for Architects and planners in the Charlotte area. I am in charge of leading Architecture licensure efforts as well as organizing various community events that bring together the local architecture community and the general public. |
| 2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community? | As a resident of Huntersville, and as an active architect, I have a vested interest in seeing my town grow and prosper over the next decade and further into the future.
I believe that Huntersville is in a unique position that allows it to benefit from future developments following the Charlotte 2040 Comprehensive Masterplan. On one hand, Huntersville would greatly benefit from a holistic interconnected transportation system that serves as an artery connecting it to its neighbouring cities. On the other hand, Huntersville is perfectly suited to become an employment hub with proximity to a multitude of housing options all while preserving existing cultural assets and enhancing access to recreation and art. |
| 3. What obstacles do you see to achieving this vision? | Growth, if chaotic, causes undesirable and irreversible consequences. Once growth patterns begin to form based on short-term needs only, it is then virtually impossible to undo such patterns. One of the biggest obstacles that we face is striking a balance between the short-term needs of the city compared to the long-term vision. Balancing those two elements is no easy task, but with mindful planning and proper execution, Huntersville can become a model town. |
-

Step 3

- | | |
|---|--|
| 4. What special opportunities could be used to achieve your vision? | Capitalizing on the Charlotte 2040 Comprehensive Masterplan by focusing on specific projected access nodes.
Revisiting the Zoning density ordinance in order to stimulate growth in certain areas (surrounding I77) and discourage growth in more remote areas. |
|---|--|

Focus on encouraging taller developments that take into consideration open site space and mixed-use occupancies

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

A particular challenge is walkability and transit-oriented development which is now lacking within the Huntersville contexts.
As Huntersville grows, it could tremendously benefit from a gradient of downsized street sizings ranging from the highway to much smaller/walkable streets as we move towards the deeper parts of the town.

Other Comments:

Thank you for your consideration. Looking forward to serving in any capacity available.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Planning Board Application

noreply@civicplus.com <noreply@civicplus.com>

Mon 3/15/2021 3:25 PM

To: Tracy Barron <tbarron@huntersville.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Scott K Hinson
Home Phone	704-661-6217
Home Address	9014 Golden Rock Lane
Cell Phone	704-661-6217
Do You Reside in the Town Limits?	Huntersville
Do You Reside in the ETJ?	Yes
Present Occupation	Architect
Work Phone	980-267-3630
Place of Employment	McMillan Pazdan Smith Architecture
Email Address	schinson67@gmail.com
Approximate Hours Available Per Month for Serving on Advisory Board	25-30
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:	None
Education	BS - Architectural Design - Clemson University
Business and Civic Experience	Belk, Inc. (1989-2004) - Director of Design/VP Real Estate Crosland (2004-2010) - VP Design & Construction WT DuBois Construction - (2010 - 2012) VP Construction Myers & Chapman Construction - (2012-2018) - Director of Preconstruction McMillan Pazdan Smith Architecture (2018 - Present) Charlotte Office Director Member of Rock Hill City Zoning Board (2000 - 2004) City of Charlotte Tree Ordinance Committee Member
Areas of Expertise and Interests / Skills	Architecture/Design Land Planning Real Estate Development

Commercial Construction
Ability to read construction/design documents, site plans,
renderings, etc.

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant Scott K Hinson

Date 3/15/2021

Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

- | | |
|--|---|
| 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere. | While a resident of Rock Hill, SC, I sat on the Zoning Board of Appeals for 2 terms. I've also been asked to sit on several civic committees in Charlotte to discuss the Tree Ordinance, Transit Oriented Development Zoning and others. I also volunteer with Make A Wish Foundation, Habitat for Humanity and coached basketball in the HYAA leagues for 3 seasons in Huntersville. I'm currently a member of Class 42 in Leadership Charlotte. |
| 2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community? | Being part of the Charlotte MSA, Huntersville is in a unique position of growth. With a strategic vision for growth, I feel like Huntersville can continue to attract high profile developments while also maintaining its own identity of community. The next 10-15 years will be critical to set the parameters around smart growth by implementing focused measures on infrastructure, schools, transportation and commercial development. In this next decade, Huntersville can position itself and set the standard for intentional development and while at the same time, promoting a pro-business culture to grow our base. I see Huntersville having real opportunities to create more of a Town Center while also encouraging more corporate and commercial development to create a hub for company headquarters. We need to be selective on the amount of residential development to minimize the impacts on roads and infrastructure. |
| 3. What obstacles do you see to achieving this vision? | I continue to see small communities around Charlotte being reactionary in their growth vs having a proactive approach to development. Without a strategic plan in place, and abiding by the parameters of that plan, most communities are |

overwhelmed by traffic issues, inferior infrastructure and real demands on schools, police and fire as growth occurs. There is a limited source of land that can be developed and now is the time to create a focused plan around that inevitable growth.

Step 3

4. What special opportunities could be used to achieve your vision?

I believe in the input of the citizens we serve. You tend to get people on board with a plan or vision if they feel they have a say in the process. Encourage design sessions with the citizens. Have them let you know what does and doesn't work from a practical standpoint. Listen to the people who work and live in Huntersville. The police and fire departments know what works and doesn't work. Enlist the help of design professionals to assist in the creation the vision plan. They work in the areas of land planning on a daily basis. They know how to incorporate sustainable growth while at the same time promoting a positive, pro-business, approach.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Our roads are quickly becoming overwhelmed. Adding traffic signals at every major development isn't always the best solution. Focus on present and future growth corridors. Not all standards apply across the board so planning officials should be receptive to remain flexible in order to achieve the best solution for specific cases. Mass transit will continue to be a hot topic and Huntersville has to be willing to participate in the solution there.

Other Comments:

I appreciate the opportunity to submit my application for consideration. I believe I bring a background of both design and development skills to this position. I'm encouraged by the direction of Huntersville to get its arms wrapped around the expected growth and would like to contribute my time towards shaping its future. Please don't hesitate to reach out to me with any questions.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Online Form Submittal: Planning Board Application

noreply@civicplus.com <noreply@civicplus.com>

Thu 5/20/2021 5:43 PM

To: Tracy Barron <tbarron@huntersville.org>

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	James Horn
Home Phone	704-303-1279
Home Address	8030 Maxwelton Dr.
Cell Phone	704-303-1279
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	<i>Field not completed.</i>
Present Occupation	OSP Fiber Optic Engineering
Work Phone	704-303-1279
Place of Employment	Conterra Broadband Networks
Email Address	Jhorn@conterra.com
Approximate Hours Available Per Month for Serving on Advisory Board	25+
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:	N/A
Education	South Mecklenberg HS Montreat College Associate Degree in Business/Cyber Security Pursuing B.A.
Business and Civic Experience	Board of Directors, Uptown Homeless Shelter Charlotte Chamber International Business Advisory (Commercial Real Estate)
Areas of Expertise and Interests / Skills	Telecommunications 8 years Commercial Real Estate 12 years Good understanding of Zoning and Federal, State and Local Objectives for Planning and Development

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if

appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant	James T Horn
------------------------	--------------

Date	5/20/2021
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Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

- | | |
|--|---|
| 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere. | Worked with all humanitarian agencies to develop and run the largest homeless shelter between Washington DC and Miami, at that time.
Advised new International prospects working with the Charlotte Chamber of Commerce |
| 2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community? | I think we will become a diverse community both in commercial and residential development.
We must continue to try and locate and retain a vibrant and functional environment for our residents and business partners. Transportation, quality of life, preservation of our history must be maintained while promoting the area proactively to high quality business prospects. Open space and environmentally pro-active stance |
| 3. What obstacles do you see to achieving this vision? | Over-development, fiscal reliance on unrealized growth potential, short sighted traffic projections and insufficient initiatives and planning to handle the growth we need when it comes to traffic and high density development. |
-

Step 3

- | | |
|---|--|
| 4. What special opportunities could be used to achieve your vision? | <i>I think more input from the community as well as interaction with other communities facing similar challenges.</i> |
| 5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to | <i>I believe that we must have a vision for the future while honoring the history and charm of our past. We should embrace our new reality as a large and successful "bedroom" community of the Charlotte area. It is vital to maintain and preserve our past as have some of the other area communities. We also need a focus on where we are going in the future with the opportunities and challenges we will be presented with. Our history of family farms is a huge part of how we became what we are. Every effort should be made to be sure we make it possible to continue to have them supported by every way that we can. It is equally important to preserve any lands or physical structures that are symbols of our history.</i> |

change, and/or anything you
find particularly appropriate
to Huntersville.

Other Comments: *Field not completed.*

Nominations

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TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

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Online Form Submittal: Planning Board Application

noreply@civicplus.com <noreply@civicplus.com>

Tue 5/4/2021 8:20 PM

To: Tracy Barron <tbarron@huntersville.org>

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	price christopher
Home Phone	7046198889
Home Address	8310 Misty Lilac Dr
Cell Phone	7046198889
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	No
Present Occupation	Banking
Work Phone	7046198889
Place of Employment	Wells Fargo Bank
Email Address	cprice8889@gmail.com
Approximate Hours Available Per Month for Serving on Advisory Board	5
Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:	Currently no boards
Education	Western Carolina University
Business and Civic Experience	Huntersville Board of Adjustments. Planning Board . Huntersville police citizens academy. Huntersville 101. Fraternity Chapter Treasurer.
Areas of Expertise and Interests / Skills	Huntersville VP neighborhood HOA Past.. Mooresville President HOA.

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant	Chris Price
Date	5/4/2021

Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.	Huntersville police citizens academy. Huntersville 101. TannersCreek homeowners association. I'm still planning board. Huntersville board of adjustments.
2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?	I like the concept of the Huntersville 2040 plan. Our infrastructure must be considered as we need to make sure our local citizens find homes available. We need to look at industry for additional growth and we must have apartments for those who are transit and prefer to rent.
3. What obstacles do you see to achieving this vision?	The cost of building additional roads and schools could cause high tax rates.

Step 3

4. What special opportunities could be used to achieve your vision?	Community involvement and additional civic organizations.
5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.	While I appreciate the rapid growth, I like the country and city nearby. Hopefully the greenways will provide the communities a better place to live. I would hope more would use the greenways to walk or ride bikes to the store rather than use their car. I would like to see the downtown reviewed to show off Huntersville instead of Birkdale .

Other Comments:	I would appreciate the opportunity to serve.
-----------------	--

Nominations

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TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

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Thank you for completing the application and questionnaire.

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noreply@civicplus.com <noreply@civicplus.com>

Tue 9/14/2021 4:54 PM

To: Tracy Barron <tbarron@huntersville.org>

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	John O'Neill
Home Phone	<i>Field not completed.</i>
Home Address	13817 Bramborough Rd
Cell Phone	704-796-7588
Do You Reside in the Town Limits?	Yes.
Do You Reside in the ETJ?	<i>Field not completed.</i>
Present Occupation	Vice President of Manufacturing
Work Phone	7048928107
Place of Employment	Poly-tech Industrial
Email Address	johnoneill@polytechindustrial.com
Approximate Hours Available Per Month for Serving on Advisory Board	10
Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:	Park and Recreation; Term expires 12/21
Education	B.S. Industrial Relations, Six Sigma training
Business and Civic Experience	10 years as a Human Resources Mgr, followed by 22 years as a General Mgr/Plant Mgr/VP Mfg; 15 years as a small business owner concurrent to my employment; Greenway Commissioner, Currently on Park and Rec Commission; 13 years as a volunteer coach; soccer club board member
Areas of Expertise and	Operations, financial management, leadership, process

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant John O'Neill

Date 9/14/2021

Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

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- | | |
|--|---|
| 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere. | I have enjoyed participating in both the Greenway and Park and Recreation Commissions. |
| 2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community? | We need to continue to connect all residents, not only with improved traffic flow, but with connected sidewalks and greenways. Small, well-placed connections can readily help residents, particularly those needing to get to buses for work and shopping needs. I think our car-centric mindset leaves the non-car owners behind. My wife and I, like most residents, are car owners, but I feel for the folks standing at unprotected bus stops or walking on roads with no shoulders. |
| 3. What obstacles do you see to achieving this vision? | Money and imagination. By asking questions, we can open up one another to creative ways of solving these problems. I have made a big impact at every job I have ever had. Mostly, by simply collecting my colleagues great ideas, and driving them to completion. Recognize them for their ideas. Repeat. Nothing important is easy! Are there creative ways to use money that is currently required of developers to build sidewalks that currently go nowhere. Why not build from the inside out instead of the scattered way we build sidewalks? |

Step 3

4. What special opportunities could be used to achieve your vision?	I would like to ensure we are exploring all opportunities to use funds available to the town to stage projects that connect the most people to the most work/bus/retail locations.
5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.	I think the growth is great. It just doesn't match our buildout capabilities (constrained by time and money). I think need to slow what growth we can (mainly housing) so it marries up better with the timing of our road enhancements. This does not me "no growth." We have a very desirable area so we can pick and choose what AND when. Additionally, we have to continue with blending housing for all income levels and continue the commercial/industrial growth of the last 20 years Our economic base is very diversified and we need to actively keep working in that direction.
Other Comments:	We have enjoyed our 17+ years in Huntersville and I want to give back. I have plenty of experience working all types of initiatives (opening plants, closing plants, importing new products, overhauling technology, relaying out equipment, processes, cost cutting, etc.). I've worked and lived in 8 states. Each time I came upon a new set of circumstances. I've learned one has to listen first, then listen some more... before spouting off on one's own ideas!

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

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Online Form Submittal: Planning Board Application

noreply@civicplus.com <noreply@civicplus.com>

Mon 5/24/2021 9:53 PM

To: Tracy Barron <tbarron@huntersville.org>

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Dina Ringel
Home Phone	6199294405
Home Address	17022 Hampton Trace Rd
Cell Phone	<i>Field not completed.</i>
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	<i>Field not completed.</i>
Present Occupation	Construction compliance consultant
Work Phone	7043402055
Place of Employment	Path Light Pro
Email Address	Dc441@hotmail.com
Approximate Hours Available Per Month for Serving on Advisory Board	5-10
Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:	None
Education	Bs Environmental Sciences from UNC Chapel Hill
Business and Civic Experience	12 years in construction/environmental compliance. Currently working as General Manager for Southeast so I have obtained knowledge on revenue reports and efficiency planning.
Areas of Expertise and Interests / Skills	Erosion control, residential construction, leadership

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant	Dina Ringel
Date	5/24/2021

Step Two: Questionnaire

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Overview

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- | | |
|--|--|
| 1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere. | NA |
| 2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community? | I would love to see Huntersville keep its small town feel and plenty of green spaces and recreation while continuing to attract new business. Traffic and schools will be large issues in the next decade. |
| 3. What obstacles do you see to achieving this vision? | There is limited space to work with within city limits in order to meet goals like keeping traffic at a manageable level. Population will continue to rise quickly and strain resources. |

Step 3

- | | |
|--|---|
| 4. What special opportunities could be used to achieve your vision? | To be determined. |
| 5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville. | Traffic, schools and community resources have been mentioned above. I would like to help plan how to stay ahead of these issues instead of reacting to them after they have happened. |

Other Comments: *Field not completed.*

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate

qualified persons for membership. Nominations may be sent to:
TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

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Thank you for completing the application and questionnaire.

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Online Form Submittal: Planning Board Application

noreply@civicplus.com <noreply@civicplus.com>

Thu 11/19/2020 8:10 AM

To: Tracy Barron <tbarron@huntersville.org>

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Planning Board Application

Step 1

Notification for Service for the Town of Huntersville Planning Board

Name	Jeff Plinter
Home Phone	602-214-5431
Home Address	15603 Northstone Dr
Cell Phone	602-214-5431
Do You Reside in the Town Limits?	Yes
Do You Reside in the ETJ?	Yes
Present Occupation	CFO
Work Phone	602-214-5431
Place of Employment	Edison Foard, Inc
Email Address	jpinter@edisonfoard.com
Approximate Hours Available Per Month for Serving on Advisory Board	10-20
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:	NA
Education	Masters of Business - Arizona State University, UW-Madison - Bachelors Economics
Business and Civic Experience	CFO and Business Owner
Areas of Expertise and Interests / Skills	Development, Finance, and Budgeting

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant	Jeff Pinter
Date	11/19/2020

Step Two: Questionnaire

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.	We are relatively new to NC and I am excited to see how I can help revitalize what could be a very vibrant downtown area in our new community of Huntersville.
2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?	I see Huntersville very similarly to what Gilbert, AZ has become. I believe we can turn the downtown into a nightly and weekend destination for cultural and culinary events. With the socioeconomic diversity Huntersville poses I believe we can turn this into a great family friendly destination.
3. What obstacles do you see to achieving this vision?	I've heard that the current government does not get rezoning and other projects approved in a timely manner. I'd like to help any way I can to enable this community to realize its full potential.

Step 3

4. What special opportunities could be used to achieve your vision?	I believe attracting new restaurant's and shops to the downtown area is key to revitalization. I also believe having a walkable main street is another key to making this a reality. Being in the commercial construction industry, I have made many Architectural, Developmental, and Financing contacts that can help Huntersville leverage its funding.
5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.	Would like to streamline the existing government to fast track some of the projects that can and should happen in order to start the revitalization of downtown. We will also need to make sure that access to the downtown isn't a logistical automotive nightmare.

Other Comments:	I would be thrilled to be apart of the next 10-20 years of
-----------------	--

developing Huntersville into the city we've already come to love living in. Thank you.

Nominations

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TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

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Thank you for completing the application and questionnaire.

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Planning Board Application - Submission #10237

Date Submitted: 1/26/2022

Notification for Service for the Town of Huntersville Planning Board

Name

Jay Henson

Home Phone

7045774561

Home Address

8926 Lizzie Lane

Cell Phone

7045774561

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

No

Present Occupation

Landscape Architect

Work Phone

7048751615

Place of Employment

HensonFoley

Email Address

jay@hensonfoley.com

Approximate Hours Available Per Month for Serving on Advisory Board

10

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

Ordinance Advisory Board (term ends in Feb)

Include Expiration Date

Education

BS Landscape Architecture West Virginia University

Business and Civic Experience

Hyuntersville Ordinance Advisory Board, Huntersville Zoning Board of Adjustments (lat 1990's), Board of Directors Angels and Sparrows (current). Hope House volunteer and consultant

Areas of Expertise and Interests / Skills

Land Planning, Zoning, Site Engineering/Design

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant

Jay Henson

Date

1/26/2022

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

Planning Board consists of nine (9) total members of whom at least seven (7) members shall reside within the corporate limits, appointed by the Town Board, and in no instance be less than one (1) ETJ member appointed by the Board of County Commissioners. The Planning Board acts as an advisory body to the Board of Commissioners on all matters related to the growth and development of Huntersville. The Planning Board considers the facts relative to rezoning applications, new subdivisions and site plans, and ordinance amendments, among other issues. The Board formulates a recommendation on each matter, which in turn goes to the Commissioners for final action.

1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Angels and Sparrows Board of Directors (current), Ordinance Advisory Board, Board of Adjustments (late 1990's), site research for Hope House, Boy Scout Leader

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

This is a great place to live and work! I believe it is time that we look at infrastructure in a different manner. We need to encourage new development by having the proper infrastructure in place. This could be in the form of roadways, streetscape enhancements, street design, regional parks, bikeways that connect to activity areas, utilities etc. Seeing the downtown transform into a vibrant live/work /area would be my personal vision!

3. What obstacles do you see to achieving this vision?

The commitment by the Town and citizens monetarily.

4. What special opportunities could be used to achieve your vision?

Continuing to promote the Town as a great place to be. I really is. Invest in the public spaces.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I am not the one to complain about traffic. It is the result people wanting to be here and that is a positive thing. I do believe we need to review the process and find a better system for traffic impacts.

Other Comments:

I would be honored to serve on the Planning Board as my term on the Ordinance Advisory Board has come to an end. I live here, started my business here and it enjoy being a part of the community.

Professionally, I have spent 34 years preparing site plans, rezoning plans, special use plans, subdivision plans. Every site has its unique issues either physically or from a political/zoning standpoint. I believe I could bring another perspective and would work in harmony with the other Board members.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Planning Board Application - Submission #10236

Date Submitted: 1/26/2022

Notification for Service for the Town of Huntersville Planning Board

Name

Vincent Flowers

Home Phone

6789147995

Home Address

12605 Forrester Avenue

Cell Phone

Do You Reside in the Town Limits?

Huntersville

Do You Reside in the ETJ?

N/A

Present Occupation

Retired

Work Phone

6789147995

Place of Employment

N/A

Email Address

ltzmetrina@yahoo.com

Approximate Hours Available Per Month for Serving on Advisory Board

4-8 or what ever is responsible.

Name of Any Town or County Boards/Committees/Commissions You Are Presently Servng on:

N/A

Include Expiration Date

Education

Associates

Business and Civic Experience

20+ years of business

Areas of Expertise and Interests / Skills

Community unity.

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant

Vincent Flowers

Date

1/26/2022

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

During my military service I was responsible for communicating with all newly assigned sailors the workings of the electrical department onboard our ship. Doing inspections throughout the ship making sure that everyone was safe and abiding by the rules there was no one left out everybody mattered.

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

I vision a community that is thriving and growing together there is a way that we can move forward to a bigger better Huntersville with everyone benefiting as former president George Bush put it no person left behind.

3. What obstacles do you see to achieving this vision?

The only obstacle is whether we value money over people.

4. What special opportunities could be used to achieve your vision?

I think we could actually learn from our residents in our community we can grow together this can be the safest community to live in in the state, we are in a prime location so we as a community can maximize our position and grow together.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

I, like everyone in our town love the growth but the most important thing to me are the residents of Huntersville it's no longer that farming land up it's prime real estate but just because its prime real estate doesn't mean that it has to lose it's small town feeling we can grow and keep everyone in Huntersville that wants to be a part of the amazing lifestyle that is offered here.

Other Comments:

I'm just happy to be a citizen in the great town of Huntersville. Let's grow together.

Nominations

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TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Planning Board Application - Submission #9623

Date Submitted: 11/8/2021

Notification for Service for the Town of Huntersville Planning Board

Name

Patrick Thomas

Home Phone

14802537087

Home Address

13342 Crystal Springs Drive

Cell Phone

480-253-7087

Do You Reside in the Town Limits?

Huntersville

Do You Reside in the ETJ?

no

Present Occupation

Risk Management Consultant

Work Phone

480-253-7087

Place of Employment

Abrigo

Email Address

patrick.thomas1974@icloud.com

Approximate Hours Available Per Month for Serving on Advisory Board

15

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

None

Include Expiration Date

Education

Bachelors of Science in Information Technology and Cyber Security, CFE, CAMS certified

Business and Civic Experience

20 years of Risk and Project Management experience, Lobbyist for the Mortgage Bankers Association, ran for Board of Commissioners 2021

Areas of Expertise and Interests / Skills

Project and Risk Management, Financial Crimes and Fraud Investigation, enjoy outdoor activities, travel and community involvement / engagement

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant

Patrick Chance Thomas

Date

11/8/2021

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Recently ran for Huntersville Board of Commissioners, Currently working on producing a documentary on the Colonial Pipeline Spill which I hope to release in 2022 - project is dependent on funding.

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for Huntersville's future:
- Have individuals located in the ETJ's be allowed to vote in municipal elections,
- Assist the Pottstown community in restoring the Torrance Lytle school into either a museum or Library or both,
- preserve more of our tree canopy and open spaces
- less high density housing and increased acreage per unit requirements
- Bring our roads and infrastructure into the 21st century
- addition of a local Magistrate
-

3. What obstacles do you see to achieving this vision?

Many of my goals will require lobbying to the state and or Mecklenburg County, Possible zoning changes and issues with use-by-right laws

4. What special opportunities could be used to achieve your vision?

Lobbying- with the proper amount of influence it is possible to foresee legislative changes that can benefit our community. I have seen and have first hand experience in lobbying for legislative changes in Washington DC

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Again I return to preserving open spaces- land owners should not be punished for holding on to large chunks of undeveloped land or farm land- they should receive additional tax breaks / incentives to ensure its preservation. Town should invest in more land and designate it for parks.
Road and infrastructure improvement is paramount to what is already an out of control problem.
More should be done about the growing safety concerns in our local schools.

Other Comments:

I would like to see the town take more action in schools - HB 514 should be given serious consideration. I believe CMS should break off and allow an elected school board to exist here which would increase parent involvement as well as ensure class sizes remain manageable for our teachers and students.

Nominations

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TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Planning Board Application - Submission #10312

Date Submitted: 2/7/2022

Notification for Service for the Town of Huntersville Planning Board

Name

Mike Russell

Home Phone

7046619973

Home Address

17443 Glassfield Dr

Cell Phone

7046619973

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

Present Occupation

Small Business Owner

Work Phone

7045894928

Place of Employment

MFR Cleaning Services LLC

Email Address

nukr88@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

16

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

Downtown Plan Steering Committee

Include Expiration Date

Education

B.S. Business Administration, Minor Economics
MBA (Marketing Concentration)

Business and Civic Experience

Chairman LKN Chamber of Commerce (2015); Board Of Elections Precinct Judge (2008-2015); Davidson UMC Trustees Chairman, Administration Council & Finance Committee (2010-2018); YMCA Y-Guides Program Chairman (2008-2009). Navigator United States Navy, Desert Storm Veteran.
Held various leadership positions in Sales & Marketing over a 20 year career culminating in starting my own business in May 2019.

Areas of Expertise and Interests / Skills

I have project management, financial and leadership skills. I am interested in planning / zoning issues and the impact on quality of life, traffic and infrastructure.

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant

Mike Russell

Date

2/7/2022

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Chairman LKN Chamber of Commerce (2015); Board Of Elections Precinct Judge (2008-2015); Davidson UMC Trustees Chairman, Administration Council & Finance Committee (2010-2018); YMCA Y-Guides Program Chairman (2008-2009).

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

A vibrant community that is welcoming to business, both small and large, well connected and welcoming to people of all income levels. A major challenge is mobility; roads, public transportation options and bike and pedestrian friendly.

3. What obstacles do you see to achieving this vision?

Limited NCDOT funding for road infrastructure to keep up with rapid residential development. Lack of CATS resources for north Mecklenburg county. Lack of affordable housing.

4. What special opportunities could be used to achieve your vision?

Leverage relationships with CRTPO and Raleigh to maximize NCDOT funding. Work with Cornelius and Davidson to challenge CATS to increase service levels and explore alternative public transportation options run / funded by the Town. Explore partnerships / grants for an affordable housing initiative.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

It appears the rate of development is accelerating at a rapid pace. Is the town properly staffed, funded and have the appropriate technology to handle this influx?

Other Comments:

Thank you for your consideration.
Regards,
Mike

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Planning Board Application - Submission #10288

Date Submitted: 2/3/2022

Notification for Service for the Town of Huntersville Planning Board

Name

Stacey Haskell

Home Phone

9802483976

Home Address

14041 McCord Road Huntersville

Cell Phone

9802483976

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

Yes

Present Occupation

Executive Director

Work Phone

Place of Employment

Corvian Community School

Email Address

staceymhaskell@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

6-10 hours

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

None

Include Expiration Date

Education

Bachelor of Science in Accounting at George Mason University

Business and Civic Experience

- Member & Advisor on North Carolina State Superintendent Mark Johnson's COVID-19 school reopening task force team.
- Secured & closed a \$20 million bond with BB&T in November 2017.
- Secured & closed a \$23 million bond with BB&T in November 2019.
- Negotiates all facility & land purchases.
- Managed \$850,000 renovation on the Middle School Building.
- Managed a \$14 million new construction build for the high school facility (70,000 sq. ft).
- Managed a \$5.8 million turf Athletic Complex new build.
- Received accreditation from Cognia (formerly SACS) in 2020.
- Maintains School Report Card grade of "B".
- Awarded 2017 Waste Management Award in Mecklenburg County.
- Won Charlotte Business Journal Heavy Hitters Real Estate Award in 2018.
- Articulates mission, vision, values, and behavioral expectations that define the Corvian culture to all necessary stakeholders.
- Leads 200 faculty and staff in maintaining a climate of excellence, accountability, and respect.
- Develops, articulates, and maintains policies and procedures that are consistent with the School's mission and vision.
- Actively recruits a diverse donor base of individuals, businesses, and foundations.
- Ensures compliance of all relevant laws and regulations pertaining to the School, including compliance with all terms and conditions with the School's charter.

Areas of Expertise and Interests / Skills

- * Maintains Net Surplus of over \$4 million.
- * Stable and Accurate Forecasting
- * Zero Findings in Financial Audits
- * Maintains Adequate Cash Flow Reserves
- * Team Building and Leadership
- * Contract Negotiations
- * Student Retention in excess of 93%
- * Builds Strong Community Relations
- * Meets Annual Fundraising Expectations
- * Completed LDP at The Center for Creative Leadership

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Signature of Applicant

Stacey M Haskell

Date

2/3/2022

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Volunteer on annual community events in the North Charlotte area which includes community members from Huntersville, Cornelius, Davidson and Charlotte.
-5K Green on the Green
-Golf Tournament
-Auction Events

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

To seek sustainable growth that protects our natural resources, improves quality of life and enhances the climate and culture of our community. In the next 10-15 years, funding, road improvements and building/maintaining community spaces for residents will be important factors as we grow.

3. What obstacles do you see to achieving this vision?

Funding will always be an obstacle while achieving the mission and vision for Huntersville. Prioritizing projects and developments will be crucial.

4. What special opportunities could be used to achieve your vision?

Clear and concise communication with the Town of Huntersville, community members and developers will be ideal for the growth of Huntersville.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Infrastructure and school capacity can be an issue while developments and road improvements are underway. The rapid growth the Charlotte area is experiencing and maintaining the mission and vision of Huntersville can be a challenge.

Other Comments:

Nominations

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TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Planning Board Application - Submission #10268

Date Submitted: 2/1/2022

Notification for Service for the Town of Huntersville Planning Board

Name

Tracey Walter

Home Phone

7049680100

Home Address

12205 Edna Drive

Cell Phone

7049680100

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

Unsure

Present Occupation

Software Tester

Work Phone

7049680100

Place of Employment

Wells Fargo

Email Address

Tawalter3@gmail.com

Approximate Hours Available Per Month for Serving on Advisory Board

10

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

Planning Ambassador

Include Expiration Date

Education

Some college

Business and Civic Experience

DoTerra Business owner

Areas of Expertise and Interests / Skills

Event organizing, data collection, staffing

I, the undersigned, acknowledge that this application and questionnaire will remain active for a two (2) year period, unless withdrawn by me, the applicant, and if appointed, the Town Board may remove members who do not meet attendance requirements pursuant to the Rules of Procedure : must attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period, or miss three (3) consecutive regular meetings.

Signature of Applicant

Tracey A Walter

Date

mm/dd/yyyy

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

Monthly Community Svc - 40 years of teaching Bible classes and outreach
Huntersville 101 - 2018
Planning Ambassador - 2020

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

My vision for Huntersville is a vibrant downtown with Mom/Pop shops, a bakery, boutiques, cafe and something historical. Lots of townhomes and apts for rental opportunities and another affordable Senior living place so that all know they are welcome to our beautiful town.

3. What obstacles do you see to achieving this vision?

Budget
Planning
Rate of growth

4. What special opportunities could be used to achieve your vision?

Using Developers the town has used in the past could be one, also combining planning/building of other initiatives to better utilize resources.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Huntersville is a very mixed parcel town - theres new and old everywhere you look and that lends to its charm. I would suggest using any space that can be refurbished and/or build new. I dont foresee any issues except for possibly budget restrictions.

Other Comments:

N/A

Nominations

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TOWN OF HUNTERSVILLE

ATTN: Tracy Barron

P.O. BOX 664

HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

Planning Board Application - Submission #10244

Date Submitted: 1/27/2022

Notification for Service for the Town of Huntersville Planning Board

Name

William Haigler

Home Phone

7045725586

Home Address

11920 McCord Rd. Huntersville, NC 28078

Cell Phone

Do You Reside in the Town Limits?

Yes

Do You Reside in the ETJ?

Present Occupation

Landscaper

Work Phone

Place of Employment

Uncommon Grounds Landscaping

Email Address

william@uncommongroundsllkn.com

Approximate Hours Available Per Month for Serving on Advisory Board

12-15 - more where necessary

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving on:

n/a

Include Expiration Date

Education

BS Agricultural Science / Biological and Agricultural Engineering - NC State University - 2012

Business and Civic Experience

Owner - Uncommon Grounds Landscaping, LLC - based in Huntersville, NC
NC Licensed Landscape Contractor, NC Licensed Irrigation Contractor, International Society of Arboriculture Certified Arborist,
Certified Stormwater / Erosion Control Inspector, Licensed NC Real Estate Agent
Past Member / Lieutenant - North Meck Volunteer Rescue Squad - 2011-2017
Huntersville Native
Graduate of North Mecklenburg High School - 2009

Areas of Expertise and Interests / Skills

-Involved in numerous contracts with City of Charlotte Landscape Management - passionate about the care and preservation of the Urban Landscape
-Charlotte Mecklenburg Stormwater Division contractor - clean water initiative, water quality contractor, well versed in the care and implementation of Stormwater Control Measures
-Previously served on new development architectural review boards with a green industry perspective

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Signature of Applicant

William M. Haigler

Date

1/27/2022

Please type your name to agree to the terms and conditions of this form.

To assist the Board of Commissioners in making appointments to the Planning Board, please respond briefly to the following questions. There is no right or wrong answer. Your responses will provide a framework for discussion with the Mayor and Commissioners.

Overview

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1. Please describe the areas of community service in which you have participated, in Huntersville or elsewhere.

- Member/Lieutenant - North Mecklenburg Volunteer Rescue Squad - 2011-2017 - Volunteer/Paid Part Time Rescue Technician, Building Lieutenant
- FF/EMT - Davidson Fire Department - 2012-2016 - Volunteer / Paid Part Time Firefighter/EMT
- First Baptist Church, Huntersville - 1991-2014 - served and volunteered in numerous aspects of the church - missions, facilities maintenance, outreach groups, Lydia's Loft Clothing Closet, Inception and implementation of community garden to benefit Angels and Sparrows Soup Kitchen
- New Development Architectural Review Boards - served with developers and HOA staff to provide a green industry perspective for new construction under architectural review to meet and exceed CCR's
- Stumptown Tractor Club, Huntersville, NC - various philanthropic activities centered around antique farm machinery and equipment - benefiting St. Jude's Children's Hospital and Hospice of Mecklenburg and Cabarrus counties
- Power Of The Past Tractor Club, Huntersville, NC - various philanthropic activities centered around antique farm machinery and equipment - benefiting Holy Angels of Belmont, NC

2. Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

As a lifelong Huntersville native, and a front row witness to the exponential growth Huntersville has seen during my lifetime, I've come to adopt the old adage that "change is inevitable, it's the progress that's optional." Though I possess a passion for "green space" at its highest and best use, I fully understand the necessity for HEALTHY growth in my town. An understanding, however, that is accompanied by what could hopefully be perceived as a neutral perspective. A perspective that may differ from a corporate developer, multi million dollar real estate agent, or similar, but an informed and thorough perspective to hopefully balance and complement a new or existing planning board. In short, my perceived vision for Huntersville in the next 10-15 years could be described as careful, growth conscious to account for many infrastructure and economical variables, and open-minded.

3. What obstacles do you see to achieving this vision?

The largest obstacle I can foresee to achieving this vision in a balanced and well-timed manner would simply be the population influx and growth that our town has seen and will arguably continue to see. We have managed to become very "attractive" to those from neighboring municipalities, counties, states, etc. In my humble opinion, this is GREAT! However, where do a booming economy and a steady, healthy growth pattern find common ground? Hopefully, my prospective seat on the Planning Board would help to answer this question.

4. What special opportunities could be used to achieve your vision?

I would humbly appreciate the opportunity to bring a green industry based and centered mindset to the Planning Board. It would be my hope that my extensive background and knowledge of urban landscape planning/implementation, clean water initiatives, and growth/developmental environmental impacts would be a necessary methodology to the existing Planning Board.

5. With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

As mentioned, and as an aside to the infrastructure upgrades we desperately need to see / are beginning to see, my efforts would be channeled towards our duty to the urban landscape as citizens of the town. Our duty is to preserve, maintain, and seek to continually mandate the care and concern for our rapidly evolving urban landscape. This often overlooked charge to developers and property owners should be visited regularly, and I would seek to accomplish that where necessary in a prospective seat on the Planning Board.

Other Comments:

I appreciate the opportunity to provide a short insight as to my intention to serve on the Town of Huntersville Planning Board. In short, I feel that my lifelong tenure in the area coupled with my strong green industry and infrastructure perspective would be a valuable addition to the board.

Nominations

The Town of Huntersville Board of Commissioners sincerely appreciates the interest of all citizens in the Town's advisory committees and urges the public to nominate qualified persons for membership. Nominations may be sent to:

TOWN OF HUNTERSVILLE
ATTN: Tracy Barron
P.O. BOX 664
HUNTERSVILLE, NC 28070

Contact

For more information on the responsibilities of various advisory bodies, applicants may contact the Planning Department at 704-875-7000.

Thank you for completing the application and questionnaire.

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Anthony Roberts

Date: February 21, 2022

Subject: Rules of Procedure Amendment

EXPLAIN REQUEST:

Consider approving amendment to the Town of Huntersville Board of Commissioners Rules of Procedure, Rule 6 - Order of Business to amend the order of the agenda as follows:

- I. Call to Order
- II. Invocation/Moment of Silence
- III. Pledge of Allegiance
- IV. Mayor and Commissioner Reports/Staff Questions
- V. Public Comments, Requests, or Presentations
- VI. Changes to Proposed Agenda and Adoption of Agenda
- VII. Consent Agenda
- VIII. Public Hearings
- IX. Other Business
- X. Closing Comments
- XI. Adjournment

ACTION RECOMMENDED:

Approve Amendment

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TB Rules of Procedure Amended 022122

TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS RULES OF PROCEDURE

These rules apply to all meetings of the Board of Commissioners for the Town of Huntersville. For purposes of these rules, a meeting of the Board occurs whenever a majority of the Board's members gather, whether in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the Board's real or apparent jurisdiction. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half.

Rule 1. Regular Meetings

- (A) Regular Meeting Schedule. Unless otherwise determined by the Board, the Board shall hold a regular meeting on the first and third Monday of each month, except that if a regular meeting day is a legal holiday, the meeting shall be held on the next business day. The meeting shall be held at Town Hall and shall begin at 6:00 p.m. Annually, the Board shall adopt a schedule of regular meetings. A copy of the Board's regular meeting schedule shall be filed with the Town Clerk and posted on the Town's website.
- (B) Changes to Regular Meeting Schedule. Notwithstanding paragraph (A) of this rule, the Board may amend its regular meeting schedule to add or delete meetings or to change the date, time, or location of one or more meetings on the schedule. The amended schedule shall be filed with the Town Clerk and posted on the city's website at least seven (7) calendar days before the day of the first meeting held pursuant to the revised schedule.
- (C) Pre-meetings. At any regular meeting of the Board, the Board may hold a pre-meeting before the regular meeting. Such pre-meeting shall be advertised as a special meeting.

Rule 2. Special, Emergency, Recessed (or Adjourned) Meetings, and Electronic Meetings in a Declared State of Emergency.

- (A) Special Meetings. The mayor, the mayor pro tempore, or any two members of the Board may at any time call a special Board meeting by signing a written notice stating the time and place of the meeting and the subjects to be considered. A special meeting may also be called or scheduled by vote of the Board in open session during another duly called meeting by motion or resolution specifying its time, place and purpose. At least forty-eight hours before a special meeting, written notice of the meeting, stating its time and place and the subjects to be considered shall be (1) emailed or otherwise delivered to the mayor and each Board member or left at his or her usual dwelling place; (2) posted on the Board's principal bulletin board, or if none, at the door of the Board's usual meeting room (Note: if Town Hall will be closed for a period of 48 continuous hours prior to the meeting, the notice must also be posted on the exterior doors at the front entrance to Town Hall); and (3) emailed, mailed or delivered to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the Town Clerk. The notice shall also be posted on the

Town's website prior to the start time of the special meeting, preferably 48 hours in advance. Only those items of business specified in the notice may be transacted at a special meeting called in this manner, unless all members are present or have signed a written waiver of notice. Even in such a case, the Board shall only discuss or transact items of business not specified in the notice if it determines in good faith at the meeting that it is essential to discuss or act on the item immediately.

(B) Emergency Meetings. Emergency meetings of the Town Board may be called only because of generally unexpected circumstances that require immediate consideration by the Board. Only business connected with the emergency may be considered at an emergency meeting. One of the following two procedures must be followed to call an emergency meeting of the Board.

1. The mayor, the mayor pro tempore, or any two members of the Board may at any time call an emergency Board meeting by signing a written notice stating the time and place of the meeting and the subjects to be considered. The notice shall be emailed or otherwise delivered to the mayor and each Board member or left at his or her usual dwelling place prior to the start time of the special meeting, preferably at least six hours in advance.

2. An emergency meeting may be held at any time when the mayor and all members of the Board are present and consent thereto, or when those not present have signed a written waiver of notice, but only in either case if the Board complies with the notice provisions of the next paragraph.

Notice of an emergency meeting under (1) or (2) shall be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written emergency meeting notice request, which includes the newspaper's, wire service's, or station's telephone number, with the Town Clerk. This notice shall be given either by email, telephone or by the same method used to notify the mayor and the Board members and shall be given immediately after the Board members are notified.

(C) Recessed (or Adjourned) Meetings. A properly called regular, special, or emergency meeting may be recessed (or adjourned) to a time and place certain by a procedural motion made and adopted as provided in Rule 18, Motion 2, in open session during the regular, special, or emergency meeting. The motion shall state the time and place when the meeting will reconvene. No further notice need be given of a recessed (or adjourned) session of a properly called regular, special, or emergency meeting, except that notice of the recessed or adjourned meeting must be posted on the Town's website prior to the start time of the recessed or adjourned meeting, preferably 48 hours in advance.

(D) Electronic Meetings.¹ When a State of Emergency has been declared in accordance with N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the

¹ This rule is not to be confused with Rule 34, Remote Participation in Meetings. The electronic meetings permitted by this rule are only applicable during a declared State of Emergency. Rule 34 is applicable in all other circumstances.

Board of Commissioners, and any Town board, committee, or commission, may hold a regular, special or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S. § 166A-19.24. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the Board members who are simultaneously communicating are physically present.²

The Town Clerk shall act as the electronic host of the meeting and shall be responsible for monitoring which members are connected (present) during the meeting. A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.³ Votes of each member made during a remote meeting under this section shall be counted as if the member were “physically present” only during the period while simultaneous communication is maintained for that member.⁴ Any member participating remotely may make a motion to adjourn the electronic meeting if one or more members become unintentionally disconnected from the electronic meeting and reconnection cannot be re-established within a reasonable time.

When stating a motion or second, a Board member shall identify themselves for the record before stating such motion or second. Vote shall be by roll-call vote in alphabetical order by last names.

In addition to complying with the normal meeting notice requirements of the North Carolina Open Meetings Law, the Town shall give as much advanced notice to the Board members, the media and the public of the fact that a regular, special or emergency meeting will be an electronic meeting as is reasonable under the circumstances. Any electronic meeting must allow the ability to listen to the meeting’s live audio, and video, if any, by all members of the Board, the media, and the public, subject to reasonable limitations in the technology used to hold the electronic meeting as to the number of people that can listen to the electronic meeting. The notice stating the electronic aspect of a meeting shall include the means by which the public can access the electronic meeting and shall state a location for the public to view or hear the meeting.

All references above to “Board” shall be deemed to refer to Town advisory boards or committees and their members, and references to the “Town Clerk” shall be deemed to refer to the Secretary or the advisory board or committee, for purposes of establishing rules to govern their electronic meetings in a declared State of Emergency.

² N.C.G.S § 166A-19.24(c)-(d).

³ N.C.G.S § 166A-19.24(c).

⁴ N.C.G.S. § 166A-19.24(d).

Rule 3. Organizational Meeting

On the date and at the time of the first regular meeting in December following a general election in which Board members are elected, or at an earlier date, if any, set by the incumbent Board, the newly elected members shall take and subscribe the oath of office as the first order of new business. As the second order of new business, the Board shall elect a mayor pro tempore. This organizational meeting shall not be held before the municipal election results are officially determined, certified, and published in accordance with Subchapter IX of Chapter 163 of the North Carolina General Statutes. If there is business to be concluded by the incumbent Board prior to the newly elected board being sworn in, it should be concluded no later than 6pm on the date of the Organizational Meeting.

Rule 4. Agenda

(A) Proposed Agenda. The Town Manager shall cause a proposed agenda to be prepared for each meeting. A request to have an item of business placed on the agenda must be received at least four working days before the meeting. A Board member may, by a request made in writing to the Manager at least four working days before the meeting, have an item placed on the proposed agenda provided the request is joined by at least one other Board member. Once an item is added to the proposed agenda by two or more Board members, it cannot be removed prior to the meeting except by consent of both Board members that added it to the proposed agenda. Any agenda item may be removed during the Adoption of the Agenda as provided by Rule 4, Item B. An agenda package shall be prepared that includes, for each item of business placed on the proposed agenda, as much background information on the subject as is available and feasible to reproduce. Each Board member shall receive a copy of the proposed agenda and the agenda package and they shall be available for public inspection and distribution or copying when they are distributed to the Board members.

(B) Adoption of the Agenda. As its sixth order of business at each meeting, the Board shall, as specified in Rule 6, discuss and revise the proposed agenda and adopt an agenda for the meeting. Notwithstanding the foregoing, the mayor may allow the adjustment to the agenda to occur earlier than the sixth order of business at any meeting of the Board without the necessity for suspension of the Rules of Procedure.

The Board may by majority vote add items to or subtract from the proposed agenda, except that (a) the Board may not subtract items from the proposed agenda stated in the notice of a special meeting called by the mayor, mayor pro tempore, or two Board members, unless those calling the meeting consent to the deletion, (b) the Board may not add items to the proposed agenda stated in the notice of a special meeting called by the mayor, mayor pro tempore, or two Board members, unless all members are present, or those who are absent sign a written waiver of notice, and (c) only business connected with the emergency may be considered at an emergency meeting. The Board may add items to the proposed agenda of a special meeting only if it determines in good faith at the meeting that it is essential to discuss or act on the item immediately.

(C) Consent Agenda. The Board may designate a part of the agenda as the "consent agenda." Approval of minutes and other items that are judged to be non-controversial and routine shall be placed on the consent agenda by those preparing the proposed

agenda. The Town Manager shall have the authority to place any item on the consent agenda as part of the proposed agenda. Any member may remove an item from the consent agenda and place it on the regular agenda while the agenda is being discussed and revised prior to its adoption at the beginning of the meeting. All items on the consent agenda shall be voted on and adopted by a single motion, with the minutes reflecting the motion and vote on each item.

Rule 5. Public Address to the Board

Any individual or group who wishes to address the Board at the public comment item, or during a public hearing, shall sign a request to speak prior to the meeting. This shall not limit the discretion of the Board to call upon individuals to address or respond to the Board during debate on a matter. The presiding officer or the Board may impose time limitations on all speakers. The Board may adopt rules to govern the public comments portion of an agenda including but not limited to, rules (a) fixing the maximum time allotted to each speaker; (b) providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; (c) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of hearings subject to the open meetings law, for those excluded from the hall to listen to the hearing); and (d) providing for the maintenance of order and decorum in the conduct of the public comments.

Rule 6. Order of Business

Items shall be placed on the agenda according to the order of business. The usual order of business for each regular meeting shall be as follows:

- I. Call to Order
- II. Invocation/Moment of Silence
- III. Pledge of Allegiance
- IV. Mayor and Commissioner Reports/Staff Questions
- V. Public Comments, Requests, or Presentations
- VI. Changes to Proposed Agenda and Adoption of Agenda
- VII. Consent Agenda
- VIII. Public Hearings
- IX. Other Business
- X. Closing Comments
- XI. Adjournment

By general consensus of the Board, or at the discretion of the Mayor, items may be considered out of order.

Rule 7. Office of the Mayor

The mayor shall preside at all meetings of the Board but shall have the right to vote only when there is a tie. In order to address the Board, a member must be recognized by the mayor.

The mayor or other presiding officer shall have the following powers:

- (a) To rule motions in or out of order including any motion patently offered for obstructive or dilatory purposes;
- (b) To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
- (c) To entertain and answer questions of parliamentary law or procedure;
- (d) To call a brief recess at any time;
- (e) To adjourn in an emergency.

A decision by the presiding officer under (a), (b), or (c) may be appealed to the Board upon motion of any member, pursuant to Rule 18(b), Motion 1. Such a motion is in order immediately after a decision under (a), (b), or (c) is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion if timely made may not be ruled out of order.

Rule 8. Office of Mayor Pro Tempore

At the organizational meeting, the Board shall elect from among its members a mayor pro tempore to serve at the Board's pleasure. A Board member who serves as mayor pro tempore shall be entitled to vote on all matters and shall be considered a Board member for all purposes, including the determination of whether a quorum is present. In the mayor's absence, the mayor Pro Tempore shall preside over Board meetings with all of the powers specified for the mayor. Additionally, the Board may confer on the mayor pro tempore any of the mayor's powers and duties. If the mayor should become physically or mentally unable to perform the duties of his or her office, the Board may by majority vote declare that the mayor is incapacitated and confer any of the mayor's powers and duties on the mayor pro tempore. When a mayor declares that he or she is no longer incapacitated, and a majority of the Board concurs, the mayor shall resume the exercise of his or her powers and duties. If both the mayor and mayor pro tempore are absent from a meeting, the Board may elect from among its members a temporary chairman to preside at the meeting with all of the powers specified for the mayor.

Rule 9. When the Presiding Officer is in Active Debate

If the mayor or other presiding officer becomes actively engaged in debate on a particular proposal, he or she may, but is not required to, designate another Board member to preside over the debate. The mayor or other presiding officer shall resume presiding as soon as action on the matter is concluded.

Rule 10. Action by the Board

- A. The Board shall proceed by motion, except as otherwise provided for in Rule 4 and in Rule 31. Any member may make a motion. The mayor may, in his/her discretion, allow informal discussion about a matter before the Board, prior to a motion being placed on the floor by a Board member.
- B. Except where expressly required by law, the adoption of a Resolution shall not be required for any action by the Board or for the exercise of any power or authority by the Board, including but not limited to approval of contracts and adoption of ordinances.

Rule 11. Second Required

A motion shall require a second unless otherwise required by law.

Rule 12. One Motion at a Time

A member may make only one motion at a time.

Rule 13. Substantive Motions

A substantive motion is out of order while another substantive motion is pending.

Rule 14. Adoption by Majority Vote

A motion shall be adopted by a majority of the votes cast, a quorum as defined in Rule 27 being present, unless otherwise required by these rules or the laws of North Carolina. A majority is more than half of the votes cast, a quorum being present, except when a larger majority is otherwise required by these Rules or by law.

Rule 15. Voting by Written Ballot

The Board may choose by majority vote to use written ballots in voting on a motion. Such ballots shall be signed, and the minutes of the Board shall show the vote of each member voting. The ballots shall be available for public inspection in the office of the Town Clerk immediately following the meeting at which the vote took place and until the minutes of that meeting are approved, at which time the ballots may be destroyed. Voting by secret ballot is prohibited.

Rule 16. Debate

The mayor shall state the motion and then open the floor to debate on it. The mayor shall preside over the debate according to the following general principles:

- (a) The maker of the motion is entitled to speak first;
- (b) A member who has not spoken on the issue shall be recognized before someone who has already spoken;
- (c) To the extent possible, the debate shall alternate between proponents and opponents of the measure.

Rule 17. Ratification of Actions

To the extent permitted by law, the Board may ratify any previous actions taken by the Board to correct procedural or other irregularities, or for such other reasons deemed appropriate by the Board in its discretion. The Board may also ratify actions taken on its behalf, but without its prior approval. A motion to ratify is a substantive motion.

Rule 18. Procedural Motions

(A) Certain Motions Allowed. In addition to substantive proposals, only the following procedural motions, and no others, are in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

(B) Order of Priority of Motions. In order of priority (if applicable), the procedural motions are:

Motion 1. To Appeal a Procedural Ruling of the Presiding Officer. A decision of the presiding officer ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks, or entertaining and answering a question of parliamentary law or procedures may be appealed to the Board, as specified in Rule 7. This appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the presiding officer and the motion, if timely made, may not be ruled out of order.

Motion 2A. To Adjourn. This motion may be made only at the conclusion of Board consideration of a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to recess (or adjourn) to a time and place certain shall also comply with the requirements of Rule 2(c).

Motion 2B. To Adjourn or Recess to a Time Certain.

Motion 3. To Take a Brief Recess.

Motion 4. Call to Follow the Agenda. The motion must be made at the first reasonable opportunity, or the right to make it is waived for the out-of-order item in question.

Motion 5. To Suspend the Rules. The Board may not suspend provisions of the rules that state requirements imposed by law on the Board. For adoption, the motion requires a vote equal to two-thirds of the actual membership of the Board, excluding the mayor, unless he or she may vote in all cases, and vacant seats.

Motion 6. To Go into Closed Session. The Board may go into closed session only for one or more of the permissible purposes listed in G.S. § 143-318.11(a). The motion to go into closed session shall cite one or more of these purposes and shall be adopted at an open meeting. A motion based on G.S. § 143-318.11(a)(1) shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on G.S. § 143-318(a)(3) shall identify the parties in each existing lawsuit concerning which the Board expects to receive advice during the closed session, if in fact such advice is to be received.

Motion 7. To Leave Closed Session.

Motion 8. To Divide a Complex Motion and Consider it by Paragraph. The motion is in order whenever a member wishes to consider and vote on subparts of a complex motion separately.

Motion 9. To Defer Consideration. The Board may defer a substantive motion for later consideration at an unspecified time. A substantive motion the consideration of which has been deferred expires (100) days thereafter unless a motion to revive

consideration is adopted. If consideration of a motion has been deferred, a new motion with the same effect cannot be introduced while the deferred motion remains pending (has not expired). A member who wishes to revisit the matter during that time must take action to revive consideration of the original motion (Rule 18(b), Motion 14), or else move to suspend the rules (Rule 18(b), Motion 5).

Motion 10. Motion for the Previous Question. The motion is not in order until there have been at least 10 minutes of debate, and every member has had an opportunity to speak once.

Motion 11. To Postpone to a Certain Time or Day. If consideration of a motion has been postponed, a new motion with the same effect cannot be introduced while the postponed motion remains pending. A member who wishes to revisit the matter must either wait until the specified time, or move to suspend the rules (Rule 18(b), Motion 5).

Motion 12. To Refer a Motion to a Committee. The Board may vote to refer a substantive motion to a committee for its study and recommendations. Sixty days or more after a substantive motion has been referred to a committee, the introducer of the substantive motion may compel consideration of the measure by the entire Board, whether or not the committee has reported the matter to the Board.

Motion 13. To Amend.

(a) An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion.

(b) A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote.

(c) A proposal to substitute completely different wording for a motion or an amendment shall be treated as a motion to amend.

Motion 14. To Revive Consideration. The Board may vote to revive consideration of any substantive motion earlier deferred by adoption of Motion 9 of Rule 18(b). The motion is in order at any time within (100) days after the day of a vote to defer consideration. A substantive motion on which consideration has been deferred expires (100) days after the deferral unless a motion to revive consideration is adopted.

Motion 15. To Reconsider. The Board may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side (the majority side except in the case of a tie; in that case the “nos” prevail) and at the meeting during which the original vote was taken, including any continuation of that meeting through recess (or adjournment) to a time and place certain. The motion cannot interrupt deliberation on a pending matter, but is in order at any time before final adjournment of the meeting.

Motion 16. To Rescind or Repeal. The Board may vote to rescind actions it has previously taken or to repeal items that it has previously adopted. The motion is not in order if rescission or repeal of an action is forbidden by law.

Motion 17. To Prevent Reintroduction for Six Months. The motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires for adoption a vote equal to two-thirds of the actual membership of the Board excluding the mayor, unless he or she may vote in all cases, and vacant seats. If adopted, the restrictions imposed by the motion remains in effect for six months or until the next organizational meeting of the Board, whichever occurs first.

Rule 19. Renewal of Motion

A motion that is defeated may be renewed at any later meeting unless a motion to prevent reintroduction has been adopted.

Rule 20. Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before it is amended or before the presiding officer puts the motion to a vote, whichever occurs first.

Rule 21. Duty to Vote

(a) Duty to Vote. Every Board member must vote except when excused from voting as provided by this rule.

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to Board members. Members may also be excused from voting when prohibited from voting under G.S. § 14-234 (contract providing direct benefit to member), G.S. § 160D-109(a) (legislative zoning decision likely to have a direct, substantial, and readily identifiable financial impact on member), or G.S. § 160D-109(d) (member's participation in quasi-judicial decision would violate affected person's right to an impartial decision maker). Questions about whether a basis for excusal exists should be directed to the Town attorney.

(c) Procedure for Excusal.

- (1) At member's request. Upon being recognized at a duly called meeting of the Board, a member who wishes to be excused from voting shall so inform the mayor, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.
- (2) On the Board's initiative. Even when a member has not asked to be excused from voting on a matter, a majority of the remaining Board members present may by motion and vote excuse the member from voting if grounds for doing so exist under paragraph (b).

(d) Consequence of Non-Excused Failure to Vote. Except as specified in paragraph (e), if a member who has not been excused from voting fails to vote on a

matter, the member's failure to vote shall be recorded as an affirmative vote, provided

- (1) the member is physically present in the Board chamber or
- (2) the member has physically withdrawn from the meeting without being excused by majority vote of the remaining members present.

(e) Failure to Vote on Certain Zoning Matters. A member's unexcused failure to vote shall not be recorded as an affirmative vote if the motion concerns a proposal to amend, supplement, or repeal a zoning ordinance. Instead, the member's unexcused failure to vote shall be recorded as an abstention.

Rule 22. Introduction of Ordinances

A proposed ordinance shall be deemed to be introduced on the date the subject matter is first voted on by the Board. The Board votes on the subject matter of a proposed ordinance when it votes on whether to adopt or make changes to the proposed ordinance.

Rule 23. Adoption of Ordinances and Approval of Contracts

(A) Generally. An affirmative vote equal to a majority of all the members of the Board not excused from voting on the question in issue (including the mayor's vote in case of an equal division) shall be required to adopt an ordinance, to take any action that has the effect of an ordinance, or to make, ratify, or authorize any contract on behalf of the Town. In addition, no ordinance or action that has the effect of an ordinance, except an ordinance on which a public hearing must be held pursuant to G.S. § 160D-601 before the ordinance may be adopted, may be finally adopted on the date on which it is introduced except by an affirmative vote equal to or greater than two-thirds of all the actual membership of the Board, excluding vacant seats, and not including the mayor unless he or she has the right to vote on all questions before the Board. No ordinance shall be adopted unless it has been reduced to writing before a vote on adoption is taken.

(B) **Amendment or Repeal of Ordinances.** The same voting requirements that govern the adoption of a proposed ordinance shall apply to the amendment or repeal of such ordinance.

Rule 24. Adoption of the Budget Ordinance

Notwithstanding the provisions of any Town Charter, general law, or local act:

1. Any action with respect to the adoption or amendment of the budget ordinance may be taken at any regular or special meeting of the Board by a simple majority of those present and voting, a quorum being present;
2. No action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the Board; and

3. The adoption and amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any Town Charter or local act concerning initiative or referendum.

During the period beginning with the submission of the budget to the Board and ending with the adoption of the budget ordinance, the Board may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meeting law, which continue to apply, no provision of law concerning the call of special meetings applies during that period so long as: (a) each member of the Board has actual notice of each special meeting called for the purpose of considering the budget, and (b) no business other than consideration of the budget is taken up. This rule does not allow, and may not be construed to allow, the holding of closed meetings or executive sessions by the Board if it is otherwise prohibited by law from holding such a meeting or session.

Rule 25. Quasi-judicial (Evidentiary) Hearings

All quasi-judicial (evidentiary) hearings of the Board shall be conducted in accordance with applicable law and in accordance with the procedures provided by this Rule. The Mayor shall have the authority to determine the conduct, rules and procedure of all quasi-judicial (evidentiary) hearings coming before the Board not addressed by this Rule, whether generally applicable to all quasi-judicial hearings or to a particular hearing. The mayor shall also have the authority to rule on the admissibility of evidence and all other procedural issues arising as part of a quasi-judicial (evidentiary) hearing. Notwithstanding the foregoing the mayor may choose to require any procedural or evidentiary issue arising at a quasi-judicial (evidentiary) hearing to be acted upon by the Board.

Appearance of the Parties. Any party may appear in person or by agent or by attorney at the hearing. The Board shall not permit the unauthorized practice of law by a non-lawyer or not properly licensed lawyer at the hearing.

1. Order of Business for the Hearing. The order of business for hearing shall be as follows:

- a. The mayor, or such other person as the mayor may direct, shall give an opening statement regarding the nature of the hearing and the process to be followed.
- b. The mayor, or such other person as the mayor may direct, shall poll all Board members participating regarding any ex parte communications, bias, or conflicts of interest.
- c. All participants in the hearing shall be identified. Issues regarding standing, permitted level of participation of the participants and other jurisdictional issues shall be addressed. Only persons who have standing will be recognized as a party to the hearing. Other interested persons who do not have standing may testify, but will not be allowed to offer opening or closing statements, call witnesses, or cross examine witnesses.
- d. All persons who will testify must be placed under oath before testifying.

- e. Town staff shall present an overview of the matter, including a summary of the facts and relevant ordinance provisions. Staff shall also present the application, supporting materials, staff report, and any other written materials received and distributed prior to the hearing for introduction into the hearing record.
- f. The Board shall permit the parties (not other interested persons) to offer opening statements.
- g. The party(ies) bearing the burden of proof or production shall present evidence in support of the relief requested from the Board.
- h. The opposing party(ies) shall present evidence in support of their position to the Board.
- i. Other interested persons who have been identified may present relevant evidence.
- j. The party(ies) bearing the burden of proof or production may present rebuttal evidence. Surrebuttal may be permitted at the Board's discretion. Only parties (not other interested persons) will be permitted to introduce rebuttal and surrebuttal evidence.
- k. Closing statements and arguments may be made by parties to the case.
- l. The Board shall deliberate on and make a determination of the case.

2. Rules Governing Conduct of the Hearing.

- a. Witness may be called and factual evidence may be submitted.
- b. The mayor must recognize witnesses before they are heard and confirm that they are under oath.
- c. The mayor shall allow all witnesses to be heard, but may limit testimony or evidence that is irrelevant, repetitive, incompetent, hearsay, or inadmissible opinion testimony.
- d. The mayor shall allow the parties to the case to make direct and cross-examination of witnesses and to present rebuttal evidence.
- e. The mayor may establish reasonable procedures to assure that the hearing is conducted in a fair, impartial and efficient manner.
- f. Board members may ask questions of any witness.
- g. The Board shall not be limited to such evidence as would be admissible in a court of law (except such evidence requiring expert opinion), but all decisions must be based on competent, material, and substantial evidence properly placed in the hearing record.
- h. Board members are discouraged from viewing the premises at issue before the hearing, but if they do so, any key facts observed by members shall be disclosed at the hearing and made part of the record.
- i. Upon completion of the presentation of evidence, Board members shall discuss the case among themselves in open session and may recall any witnesses to ask further questions and otherwise deliberate among themselves.

- j. Board members shall not discuss the case or give opinions on the evidence until presentation of the case is completed.
3. Rehearings. An application for rehearing may be made to the Board if permitted by the ordinance at issue. Such application must contain a statement of alleged facts that constitute a substantial change in facts or conditions of the matter. The Board shall consider the application (without argument from the applicant) and determine whether the facts alleged, if true, would constitute a substantial change in circumstances or conditions. If the Board determines that such facts, if true would not constitute a substantial change in circumstances or conditions, the Board shall deny the application. If the Board decides that such alleged facts may constitute a substantial change in circumstances or conditions, the Board shall hold a brief evidentiary hearing, allowing participation by all parties participating in the underlying hearing. No new parties may be allowed to participate. If the Board decides that the facts and conditions are true and constitute a substantial change in circumstances and conditions, the Board shall hold a new evidentiary hearing as if the matter were a new application.
4. Decisions. The Board shall make a written decision within a reasonable period of time from completion of the evidentiary hearing. The required majority to make a decision shall such as is required by law or ordinance for the matter being considered by the Board. A motion to grant a special use permit shall include such conditions as are desired to be made a part of the decision. All decisions shall be reduced to writing, and such contain such findings of fact and conclusions of law sufficient to support the decision made by the Board. Decisions shall be effective the date the written decision is filed with the Clerk to the Board, unless otherwise provided by law or ordinance.

Rule 26. Closed Sessions

The Board may hold closed sessions as provided by law. The Board shall only commence a closed session after a motion to go into closed session has been made and adopted during an open meeting. The motion shall state the purpose of the closed session. If the motion is based on G.S. § 143-318.11(a)(1) (closed session to prevent the disclosure of privileged or confidential information or information that is not considered a public record), it must also state the name or citation of the law that renders the information to be discussed privileged or confidential. If the motion is based on G.S. § 143-318.11(a)(3) (consultation with attorney; handling or settlement of claims, judicial actions, or administrative procedures), it must identify the parties in any existing lawsuits concerning which the public body expects to receive advice during the closed session. The motion to go into closed session must be approved by the vote of a majority of those present and voting. The Board shall terminate the closed session by a majority vote.

Only those actions authorized by statute may be taken in closed session. A motion to adjourn or recess shall not be in order during a closed session.

Rule 27. Quorum

A majority of the actual membership of the Board plus the mayor, excluding vacant seats, shall constitute a quorum. A majority is more than half. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

Rule 28. Public Hearings

Public hearings required by law or deemed advisable by the Board shall be called by motion or resolution of the Board that sets forth the subject, date, place and time of the hearing. The mayor may limit the length of time allotted for each speaker. The Board may adopt rules to govern a public hearing, including but not limited to, rules (a) fixing the maximum time allotted to each speaker; (b) providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; (c) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of hearings subject to the open meetings law, for those excluded from the hall to listen to the hearing); and (d) providing for the maintenance of order and decorum in the conduct of the hearing.

All notice and other requirements of the open meetings law applicable to Board meetings shall also apply to public hearings at which a majority of the Board is present; such a hearing is considered to be a part of a regular or special meeting of the Board. These requirements also apply to hearings conducted by appointed or elected committees of the Board, if a majority of the committee is present. A public hearing, for which any notice required by the open meetings law or other provisions of law has been given may be continued to a time and place certain without further advertisement, except that notice of the continuance shall be posted on the Town's website prior to the time that the public hearing shall reconvene, preferably 48 hours in advance. The requirements of Rule 2(c) shall be followed in continuing a hearing at which a majority of the Board is present.

The Board may vote to delegate to Town staff members, as appropriate, the authority to schedule, call, and give notice of public hearings required by law or the Board. The Board shall provide adequate guidelines to assist staff members in fulfilling this responsibility, and it shall not delegate the responsibility in cases where the Board itself is required by law to call, schedule, or give notice of the hearing.

At the time appointed for the hearing, the mayor or his or her designee shall call the hearing to order and then preside over it. When the allotted time expires or when no one wishes to speak who has not done so, the presiding officer shall declare the hearing ended.

Notwithstanding the foregoing, during a duly declared State of Emergency within the municipal limits of the Town of Huntersville, and for thirty (30) days following the

termination of the State of Emergency, a public hearing may be called by the Town Manager by signing a Notice of Public Hearing.

Rule 29. Quorum at Public Hearings

A quorum of the Board shall be required at all public hearings required by state law. If a quorum is not present at such a hearing, the hearing shall be continued until the next regular Board meeting without further advertisement.

Rule 30. Minutes

Full and accurate minutes of the Board proceedings, including closed sessions, shall be kept. The Board shall also keep a general account of any closed session so that a person not in attendance would have a reasonable understanding of what transpired. These minutes and general accounts shall be open to inspection of the public, except as otherwise provided in this rule. The exact wording of each motion and the results of each vote shall be recorded in the minutes, and on the request of any member of the Board, the "ayes" and "nos" upon any question shall be taken. Members' and other persons' comments may be included in the minutes if the Board approves.

Minutes and general accounts of closed sessions shall be deemed sealed until unsealed by action of the Board. Such sealed minutes and general accounts may be withheld from public inspection so long as public inspection would frustrate the purpose of the closed session.

Rule 31. Appointments

The Board may consider and make appointments to other bodies, including its own committees, if any, only in open session. The Board may not consider or fill a vacancy among its own membership except in open session.

The mayor shall not have a right to vote on appointments that come before the Board, except to break a tie vote.

Rather than proceeding by motion, the Board shall use the following procedure to make appointments to various other boards and offices: The mayor shall open the floor for nominations, whereupon the names of possible appointees may be put forward by the Board members. Each Board member shall be permitted to nominate the same number of candidates as there are vacancies to be filled. At the close of the nominations, the Clerk shall call the roll of the members, and each member shall cast his or her vote(s). Each member shall be permitted to vote for as many candidates as there are vacancies to be filled.

Votes from a majority of the members voting shall be required for appointment to each vacant position. During such voting, a member may cast all of his or her votes or fewer than all of them, but he or she shall not cast more than one vote for a single candidate. Where deemed appropriate by the Mayor, the vacant positions may be filled one seat at a time, with each Board member being allowed to nominate and vote for one candidate at a time. If no candidate receives a majority vote, the appointment may be rolled to the next regular meeting of the Board. The incumbent shall continue to serve until a successor is appointed.

Rule 32. Committees and Boards

(A) Establishment and Appointment. The Board or the mayor may, if the mayor has delegated that power by the Board, establish and appoint members for such temporary and standing Town committees and boards as are needed to help carry on the work of Town government. Any specific provisions of law relating to particular committees and boards shall be followed. Board of Commissioner members appointed to a board or committee shall be deemed to be serving on such board of committee in an ex officio capacity.

(B) Open Meetings Law. The requirements of the open meetings law shall apply to all elected or appointed authorities, boards, commissions, councils, or other bodies of the Town that are composed of two or more members and that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, administrative, or advisory functions. However, the law's requirements shall not apply to a meeting solely among the Town's professional staff.

Rule 33. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting, so long as the amendment is consistent with the Town Charter, general law, and generally accepted principles of parliamentary procedure. Adoption of an amendment shall require an affirmative vote equal to or greater than two-thirds of all the actual membership of the Board, including vacant seats, and not including the mayor unless he or she has the right to vote on all questions before the Board.

Rule 34. Remote Participation in Meetings.⁵

A member who does not attend a meeting may participate in the meeting by electronic means, but only for the limited purposes of listening and taking part in debate. The member may neither be counted toward a quorum nor vote on any matter before the Board. Electronic means may include telephone, Skype, FaceTime, or other similar methods of participation.

Rule 35. Broadcasting and Recording Meetings.

(a) Right to Broadcast and Record. Any person may photograph, film, tape-record, or otherwise reproduce any part of a Town Board of Commissioner meeting that must take place in open session. Except as provided in paragraph (c) of this rule, any radio or television station may broadcast any such part of a Board meeting.

(b) Advance Notice. Any radio or television station that plans to broadcast any portion of a Board meeting shall so notify the Town Manager no later than twenty-four hours before the meeting. The failure to provide notice is not, by itself, grounds for preventing the broadcast of a Board meeting.

(c) Equipment Placement. The Town Manager may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a Board

⁵ This rule is not to be confused with Rule 2(D). Rule 2(D) only applies in the case of a declared State of Emergency. This rule applies in all other circumstances.

meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the Town Manager determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the Town Manager may require the pooling of the equipment and the personnel operating it.

(d) Alternative Meeting Site. If the news media request an alternative meeting site to accommodate news coverage, and the Board grants the request, the news media making the request shall pay the costs incurred by the Town in securing an alternative meeting site.

Rule 36. Reference to Robert's Rules of Order Newly Revised

To the extent not provided for in these rules, and to the extent it does not conflict with North Carolina law or with the spirit of these rules, the Board shall refer to *Robert's Rules of Order Newly Revised*, to answer unresolved procedural questions.

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Kayleigh Mielenz

Date: February 21, 2022

Subject: Call a public hearing on the question of designating as a historic landmark the property known as the "Huntersville School #2" also known as the Dellwood Center.

EXPLAIN REQUEST:

The public will take notice that the Board of Commissioners of the Town of Huntersville will hold a public hearing during the Board's regularly scheduled meeting at 6:00 p.m. on the 21st day of March, 2022, at the Huntersville Town Hall, located at 101 Huntersville-Concord Road, Huntersville, NC focused on the question of designating as a historic landmark the property known as the "Huntersville School #2" also known as the Dellwood Center (including the exterior of the building and the approximately 2.787 acres of land listed under Tax Parcel Number 01908102 in the Mecklenburg County Tax Office). Said property is owned by the Town of Huntersville and is located at 508 Dellwood Drive, Huntersville, NC. Such designation would be pursuant to Chapter 160D, Article 9, as amended, of the General Statutes of North Carolina.

The Charlotte-Mecklenburg Historic Landmarks Commission will hold a public hearing at 6:00 p.m. on the 14th day of March, 2022, via a virtual meeting format, focused on the same question of designating the "Huntersville School #2" as a historic landmark. Their staff will attend the Town's public hearing to share their report.

ACTION RECOMMENDED:

Call public hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None

**Town of Huntersville
Town Board
February 21, 2022**

To: Town Board

From: Janet Pierson

Date: February 21, 2022

Subject: Approval of Minutes

EXPLAIN REQUEST:

Consider approving the minutes of the January 25, 2022 Special Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
SPECIAL TOWN BOARD MEETING (VIRTUAL)
MINUTES**

January 25, 2022

4:00 p.m. – Hosted from Huntersville Town Hall

The Huntersville Board of Commissioners held a Special Meeting hosted from Huntersville Town Hall, 101 Huntersville-Concord Road, at 4:00 p.m. on January 25, 2022.

Mayor Bales called the Special Meeting to order to discuss the American Rescue Plan Act and direct staff on the use of funds received from the U.S. Treasury and as provided by the State of North Carolina.

GOVERNING BODY MEMBERS PRESENT: Mayor Melinda Bales; Commissioners Dan Boone, Rob Kidwell, Amber Kovacs, Lance Munger, Derek Partee, and Stacy Phillips.

Bobby Williams, Assistant Town Manager, explained specifically what staff is looking for today is to get the Board's comfort with information we need to submit to the State by January 31 as to what our potential plans are for the use of funds we are getting from the State.

Commissioner Kidwell said I know you are going to cover this, but I know generally when we get government money there's strings attached to it, you know that the federal government is going to require. I've been reading on these ARPA funds and things like that, and some of the things that I've been reading makes the Town basically a government contract if we receive those funds. Are you able to provide us with any of those strings or requirements that they are going to make us abide by that you could send the Board.

Mr. Williams said we can send all of that out. Uniform Guidance looms very large here and that is a slide that we will talk about a little bit later, and there will be some policies that we have to update that Emily and Jacob have been working on. Your question about strings and whether or not we become a government contractor, that is one that Emily and Jacob have also been researching and maybe we'll just wait a little bit later and kind of get into that, maybe on the Uniform Guidance slide, and just try to get going here on the overview to make sure we can get everything we need to get done and have time for questions at the end.

Mayor Bales said I would also interject that I asked that question and there has been an answer back and I forwarded it out about 15-20 minutes ago to everybody, so that all of you have that information as well in your inbox, just kind of from Emily's point of view, and then we can dive in more after that as well.

Mr. Williams said Emily, since we are on this right now, do you want to jump in to explain to the Board sort of what you sent out in email.

Emily Sloop, Town Attorney, said I sent out an email earlier today regarding a question that we had received with regards to the mandates that have been going around for vaccines versus testing. The short answer is that receipt of the ARPA funds would not require us to have to implement any rules for Town employees with regards to vaccination status or testing. That would not come about until the North Carolina Department of Labor adopts a rule that is either equal to or more stringent than the rule that OSHA is trying to put out and until today that was on hold. Today they announced that they are

trying to move forward with adopting permanent rules, so there's more to come on that, but that would be the same response as to whether or not we received ARPA funds or not. It has nothing to do with the receipt of funds.

Mayor Bales said per our guidelines, state statute, Board members have to show their screen, so definitely when you want to speak if you can turn your cameras on, that would be great, because it would be no different than if we were sitting at the dais. Is that correct, Emily.

Ms. Sloop said yes, Board members should show their screens during the meeting.

Mr. Williams said we are livestreaming and I got a note that Larry was going to restart the feed, so some of this information, if there are FAQ's of things from today, we can certainly make available online and certainly comments on Facebook, those are additional questions we can look into trying to answer for the public and for the Board as well.

Mr. Williams presented PowerPoint presentation. *PowerPoint attached hereto as Exhibit No. 1.*

Mayor Bales said does anyone have any questions about what has been presented.

Commissioner Munger said just a quick question on the \$4.8 million. If we use the standard deduction, which we are allowed to take up to \$10 million, we just get the \$4.8 million and there are essentially no strings attached, it's just replacement of what we may have lost.

Mr. Williams said no, with any federal money there's always strings. I think Commissioner Kidwell said it well early on. With the money comes the strings and so Uniform Guidance, all that still applies. Some of the calls and webinars we've been on with the School of Government, there's talk of kind of a strategy of taking money towards a certain project and then freeing up that other money within your general fund to supplant. Then as a way to try to reduce or limit the strings, and looking at all the different things you can do, some areas may have more documentation, honestly a number of these things I keep thinking about.....who are we going to farm out to do this work for us to help us out with some of these administrative things. The League of Municipalities, the Council of Governments, they also got money through the State budget to help out with some of these things. As we get a better idea of the direction we are heading, we will be asking them if there are viable options to help us through the strings of procurement and everything else that comes with it.

Mayor Bales said I talked with Chris Nida with the League today and the League received \$10 million. The COGs and the counties received funding for providing technical assistance. It's my understanding at this point that they will be utilizing those dollars to help provide municipalities with technical assistance and guidance. The other thing that I thought was interesting in my conversation with him today was that if you look through everything that the League has been sharing with municipalities, it's been encouraging municipalities to invest in their infrastructure, to make a long-lasting impact into their communities.

Ms. Sloop said I just was going to make a point of clarification with regards to Lance's question. You are correct that with the standard allowance of up to \$10 million, we would be able to take our full \$4.8 million that is coming directly from the Treasury and what that means is that we would be able to use that \$4.8 million in total for the provision of general services, which I would say is probably the broadest expenditure category that we can use the funds for, so it definitely provides much more flexibility if you choose the broadest expenditure category. We still have to follow Uniform Guidance in terms of all of

the procurement requirements and making sure that we have all of the required Uniform Guidance policies in place as well. The UNC School of Government is highly recommending that all municipalities take the standard allowance for maximum flexibility and in speaking with others from the League, including Chris Nida, they are recommending that as well.

Commissioner Kidwell said I'll speak in general to the entire Board. I'm looking forward to seeing what strings are attached. On the information you did send regarding this, and I just want the Board to consider this, we should be taking this \$12 million and giving it right back to the taxpayers of Huntersville. It says it under examples of aid to impacted households and everyone has been impacted by Covid in one way or the other.....burials, home improvement or weatherization. There's not a home that either has been built in the past year that couldn't improve, needs home improvement or weatherization, I guarantee you could reach out to any citizen and do that and it's in black and white right here under Aid to Households in the document you sent out. But I don't think looking at the list that you sent and for the Board to review that they would even consider that. I wish they would. Secondly, while all this money is with what strings, I didn't hear anything about preserving historic sites like the Torrence Lytle school. We skipped right over that. There's an opportunity to partner with the county right there, save that institution as a historic site and use that as a true community center and this money also allows us to do that and we skipped over any talk of that. I have nothing else.

Mayor Bales said I don't know if staff wants to respond to any of those comments at this point.

Mr. Williams said I would just say that's exactly the type of feedback we are looking for. What we gave you was merely an exercise of how can we show the State we are accounting for the \$12 million with realistic timelines and everything that they have asked us for. Some of the things like home improvements and weatherization, there may be income guidelines that people who are receiving those services have to meet. They may not be available for all residents and certainly the Torrence Lytle School, again that is a capital project we could consider taking on if that's what the Board wants to do. That's exactly what we are hoping for today, give us some of the ideas of the things that you are looking for and that the Board would be interested in, and we can go and look for non-profits to partner with for the weatherization. Habitat already does that and then if it's a community center, can we get that project done in time, what's the budget look like, so we know how those funds are being used and if we are able to meet the eligibility requirements. We would welcome those and any other ideas that the Board has.

Commissioner Kovacs said when looking at the \$12 million, I am not comfortable with the idea of all of it going to infrastructure. I talk about needing to fix infrastructure and I do think that we need to, but somewhat on the same line as what Commissioner Kidwell was saying, we need to look at direct benefits to people, too, because our residents have been negatively impacted which is where this is coming from. I don't have amazing solutions, and I wish I did, but I do want to see this go more towards people rather than just projects.

Commissioner Partee said I had sent a package of my recommendations for our retreat, I think I sent it to Jackie, regarding discussions on projects and also funding. I listed several funding sources to target the underserved community in regards to winterization, upgrades, solar paneling. As a matter of fact, I sent it out to the Board in general. You know, the Golden Leaf Fund, in addition to possibly partnering with the county. The county received \$230 million in ARPA funds and since we are a part of Mecklenburg County, I think we can also partner with them on some of these projects also targeting the community. We definitely need to look at our infrastructure. We always talk about how the infrastructure is failing and how we have all this building going on, this expansion going on, but also

consider our citizens is something we need to look at further and with that packet that I sent with other extra funding that we need to apply for, which is specifically targeting such purposes as to looking into the community and what we can do for the community. I think Bobby might have those recommendations from me that we were going to discuss at our retreat.

Mr. Williams said I know that Jackie has those and we have looked at some of those and have kind of initiated some discussion with Habitat. I know last year they were trying to recruit a base and a list of people locally in Huntersville who had home repair needs, so that is certainly one that we can look at and always open to partnering with Mecklenburg County and look forward to discussing all that more at the retreat.

Anthony Roberts, Town Manager, said I think Jackie had that list, but there are what they call HOME funds, CDBG funds, that are available for those areas. The Golden Leaf Fund, most of that typically goes to what I'd say are lower tier communities. When I say lower tier communities, lower tier cities, towns, etc., so you don't see a whole lot of Golden Leaf Funds come up this way because we are considered a little bit better off economically. Typically, they will go to rural areas, etc., but we can continue to look at those. But definitely HOME funds which we have access to, and we made those available to the communities to do weatherization and different things like that.

Mr. Williams said we've partnered with folks to use HOME funds and CDBG to do home repair in the Huntington Green, Norman Park, Pottstown areas in the past.

Mr. Roberts said we continue to do that all day long. The more people that sign up, the merrier. They actually look for people to sign up.

Mayor Bales said I think that's the other piece is just making sure that we are getting that information out to the public.

Mr. Williams said if you hear of people looking, please send them our way. Habitat, they are dying for more opportunities to serve up in our area.

Mayor Bales said I would just ask that each one of us be very cognizant of the fact that there is that resource there and so as you are talking with citizens out and about, maybe that's something else though, Bobby, that we can get out on social media as well, just periodically making sure that it's put out there, because sometimes it gets buried in the feed, so just every so often getting something new out and about for residents to be able to absorb that information and make that connection with those entities.

Commissioner Boone said thank you for the presentation. If you could bring up the stormwater spreadsheet that you had. What do the four asterisks mean.

Mr. Williams said those are projects that are in the next year's budget or are in FY23 budget or anticipating a future bond referendum to provide revenue to pay for those projects.

Commissioner Boone said I read through this, and it seems like there's some funds available for air filters, correct.

Mr. Williams said yes. Tell me more of what you mean and what you want to do with that. That's kind of, unfortunately the clarifying of all of this is just what we have to do to figure out where it fits and how it can be used.

Commissioner Boone said I think you will hear this at the retreat that HFFA has some air filter issues that are going to be coming up in the next couple of years that are going to be quite expensive. I was just thinking that since the air filters are part of this that maybe we could use some of that money to pay for the filters. I'll let you look into that. My other thing is the non-profits and getting some type of financial help to them and asking them to work with the county. I think we are going to have to rethink that some or tweak it a little bit. I think if the non-profits and Huntersville could combine let's say Hope House, Caterpillar, and Angels and Sparrows, and go in together for the quarter of a million dollars where they might be able to dissipate its program and going back to what Mr. Kidwell said is that giving money back to the community. Jackie, if we reduced the tax rate by a penny, that would \$1 million, is that not correct.

Jackie Huffman, Deputy Town Manager, said yes, sir, a penny generates about \$1 million, but I'd caution you about Bobby's slide about what I'm going to refer to as supplanting. I'm not sure what slide number that was, but you've got to be careful because it says you can't use it to reduce the tax rate. That was a rule somewhere.

Ms. Sloop said we seem to be getting a lot of the same questions and suggestions and one of the other slides that I think Bobby had in the slide deck was about supplanting. I just wanted to kind of get back to that concept. What that actually means is that if you use ARPA funds on something that is a very clearcut expenditure category such as infrastructure, it said that we were to just to put that in our report, not saying that we can't change it later, but put in our report to the State that we are going to use the full \$12 million, as an example, on road infrastructure. By spending the ARPA funds that have all of these Uniform Guidance strings on a clearcut expenditure category that has the lowest administrative burden, we are freeing up general fund dollars that we would have used on these projects for some of the things like non-profit expenditures or funding back to the community. If you are using general fund dollars, you are not tied to the same requirements as you are for using these ARPA dollars, which are federal dollars. I just wanted to make sure that the Board understood that. If we were to put something in a very clear low-level administrative oversight category such as infrastructure, we cut our administrative burden in half, we are able to provide the report in a timely manner, and we free up those funds that we would have otherwise spent on the infrastructure for some of these other projects that you all are referring to, but without all of the federal requirements attached.

Mr. Williams said to Commissioner Boone's point, with our non-profits in wanting to provide local support, I know a number of our non-profits are still probably relatively new with a smaller staff. I don't know what kind of burden the Uniform Guidance would be on them. I don't know how hard it would be for them to comply with Uniform Guidance. The funds they get from the county, the county has an adequate staff to try and help some of them through that. We don't really have the additional staff to help sort or hold hands through Uniform Guidance. If we are able to give funds from our General Fund to contract with our non-profits to provide certain things, certain services, that would allow us to do so without also passing on the federal strings to those non-profits. It might be a barrier to them otherwise and these are exactly the things we are looking to talk about and glad to talk about today to find out where the Board is headed and wants us to head. To Commissioner Kidwell's questions, this is just sort of one scenario and it's just a scenario for the purpose of reporting and meeting our requirements to the State. The day after that report is done, we could start all over with the \$12 million and figure out how we want to spend it. We don't have our contract set with the State yet. We don't know, we think

it might be a monthly report we have to send to them, but none of that is spelled out yet. We don't have our requirements set yet. We have told them we fully expect and anticipate to change what we are spending it on. If we are restoring, and I think Commissioner Kidwell mentioned the Torrence Lytle School, and I just want to make sure if that's the old high school next to Waymer or if that's restoring to the historic prominence the building on Dellwood to restore it to be a Rosenwald school, and we've already started looking at the potential of what that might entail and certainly could be a project this Board wants to look at.

Commissioner Phillips said I am involved with non-profits, smaller ones, and this will be burdensome to them because when they get this money they have to account for things in a specific manner, at least I've seen that at the county level. The county does have supportive services. What has happened with some of the non-profits that got the county funding through like United Way and all that is if they lose a receipt or a receipt is not specifically clear and they've spent the money and it's not to the standards in which the government wanted it to be or they have questions, the non-profits end up having to pay that money back. I am concerned for our people that Huntersville doing this could be problematic versus us waiting until budget season and then doing things through our budget, which gives them more leeway and room because I don't want to give a non-profit \$20,000, they do something askew and they end up being \$20,000 in the hole. I would rather wait and do non-profits in the budget season. I'm all for going with infrastructure because it's the one thing we love to talk about, but so seldom actually get to do and to look at a list of infrastructure that benefits multiple areas in our community, I'm not used to that. It's usually over here and there, but this is like something that everybody in some way, shape, or form transportation-wise will benefit from and I think that's really nice for our area. The only thing I have or would like to see us do additionally, I know public health isn't our wheelhouse and that's problematic, but the substance use services I would love to see that go towards providing all of our police officers with Narcan and training. I'm not sure of the legalities on that issue. I know the non-profit I volunteer with that does harm reduction, they've gotten county funding for things like that and I think that's an issue in our community. The stats are out there that opioid use definitely increased during Covid and has not declined, so I would like to see that potentially be something that we do as well.

Ms. Huffman said Commissioner Phillips, I agree with you, the receipt can be problematic, but also the federal rules associated with did you bid it, did you have written quotes, some of that will be problematic for the non-profits as well. Emily is revising our procurement policy so that we can comply. This is a bigger bear than a lot of smaller non-profits will benefit from.

Commissioner Phillips said I've seen that, and I appreciate you saying that because I have friends who run non-profits all over the state and stuff and one of them got so exasperated that they wished they never accepted the money because they didn't realize they pretty much were going to have to bring.... like you know, some of these non-profits really only have one or two, if that, paid people, and they are now having to consult with accountants, so now they are having to spend the money to spend money and I don't want to burden a non-profit where we might have a good intention, where in our budget season and the way we do our budget allows them that freedom and the safety to do what they need to do. I also get concerned that we are telling non-profits what to do and how to best serve their communities and I don't want to be in that kind of situation either.

Mayor Bales said I think those are all very valid points. I think that the infrastructure plan that the staff is putting together makes sense wholistically for the community. I do think there are some other ideas in regards to if there's an opportunity to utilize some of these funds, maybe the \$4.8 million for providing a pilot program within the Police Department to help fund the social workers, bring them on, create that three year program, then that way we can gather data and show that it's working. I would

like to think this is something we've talked about. Commissioner Munger, I know this is one of your things that we have talked about for quite some time, if we could create that pilot and put some real data and numbers behind it in regards to success, I think that would then make sense to then transition that into a Town budget item in the future. That's an idea that I wanted to throw out there. I had another thought today in regards to utilities. With ElectriCities, is that something that would qualify and I'm asking that in regards to continuing to get our electrical lines in the downtown area buried. Is that something that would fit in here or no.

Mr. Williams said I don't believe so. That's one of the areas of infrastructure not specifically outlined and the utility assistance as far as we've seen thus far really speaks to helping people pay utility bills, the need for weatherization if your home doesn't have good insulation, things like that. It speaks more to helping people. In some cases that assistance may depend on eligibility based on income.

Mayor Bales said so infrastructure is really water and broadband.

Mr. Williams said water, sewer, and broadband.

Mayor Bales said the thought jumped into my head today and I thought it doesn't hurt to ask, so let me throw that out there and see. But I think there's a lot of opportunity here for this Board to look at some of these other initiatives that you are bringing up as we go into budget season and really retreat and honing in on what makes sense for our non-profits and our citizens and maybe there's something that we can do outside of this particular process.

Mr. Williams said that is really it. As you saw in the slideshow we sent to you in advance, we just had a little bit of additional information in terms of what's in each of these categories, but really and I'll kind of leave it here since these are the buckets we've got to put everything that we are spending in, but what we send to the State we are not locked into it. We are trying to meet their requirements and really these ideas that we've heard today, these are the types of things we want to hear, the types of things we want to research and figure out how, if and where they fit and where it makes sense to supplant funding and certainly if you know non-profits that are interested in certain things or have particular needs, have them reach out to me. Most of them hopefully know me. I try to send out information on funding opportunities. I send them the information on the county's funding opportunity for their program. Maybe they can help us navigate some of the eligibility requirements within certain areas, since we don't have any qualified census tracts. We might need to get more creative about how we outline specific geographies or maybe we can help advocate for them to the county since the county did mention in their meeting last month about their grant program that they would try to work in concert in support of the towns, too, with some of the projects. We want to do as much as we can to serve the community, whether that's supporting infrastructure or that's helping residents directly.

Mayor Bales said are you looking for some consensus from us this evening. Is that what you are going to be asking us.

Mr. Williams said since we are putting the Town's name on the report we are sending to the State, we want to make sure that you are okay with us doing it if we do. If you do say we're comfortable with the infrastructure plan, go for it, knowing that next week and at the retreat it certainly will change, we are not locked into any of that. None of those projects are moving forward. We've got until 2026 to spend all of these funds.

Mayor Bales said I just wanted to make sure that what you wanted from us tonight was just a generic yes, the infrastructure. That looks like the right direction and then these other things we can continue to work on. I know Commissioner Munger has a question or a comment.

Commissioner Munger said I heard a lot of good ideas, like Commissioner Phillips mentioning the Narcan makes total sense. A couple of commissioners mentioned funding non-profits, absolutely a big fan of that, especially with the issue of a lot of our non-profits are much smaller so a \$250,000 project, I don't see our non-profits being able to put that together. Commissioner Boone, you had mentioned about the air filters for HFFA, that totally makes sense. The biggest take away I have is if we take the \$12 million and say we are going to do storm sewer and that's where it's going to go, we fill a need that we absolutely do anyway and then we have other funds with far less restrictions that come from our tax base, property taxes and what not, that we can turn around and then say let's spend money on non-profits, let's spend money on the Narcan, let's spend money on air filters, let's do thing we actually need to do without the overbearing restrictions that the state and federal level might have. Secondly, if you take that \$4.8 million as the standard allowance and bring it in there, same sort of thing, we have a lot less.....but I would beg of this Board to absolutely commit to using funds to do the right thing if we take this path, we don't just build the infrastructure, take the standard allowance and status quo nothing changes, no additional money to non-profits. We absolutely must commit to doing these type of things with our normal tax base, but I also think it greatly reduces the burden on staff if we say we're taking \$12 million, we're building the infrastructure we have to build. If we're taking the \$4.8 million we are doing the standard business that we have to do and we don't have all that additional level of restrictions that would be on staff. That would be my comment and that's what I'm in favor of.

Commissioner Kidwell said before we move forward on anything I think we need the attorney to do a study and report back to us on the obligation strings attached so we know what we are getting ourselves into. Personally, I think Commissioner Boone pointed out, and it was confirmed, and I think what Ms. Sloop said about if we use this, it's not coming out of the general fund. If that's the case, that's \$12 million that we can give back to the taxpayers right there in some type of reduction in our tax rate over the next 10 years or so, so keep that in mind as well. I would definitely like to see the attorney supply the Board with the obligation strings attached to this because we don't want to just take it and a non-profit find out that we are now obligated to things that we didn't know about. If you read in the articles throughout the country, a lot of communities are rejecting these funds because of strings that they found attached that they weren't comfortable with. I just Googled them and I found a lot of different smaller communities like ours who are saying it's not worth the headache, kind of like Stacy's non-profits are saying it's not worth the headache. Let's see the strings attached before we say we are moving forward on anything.

Mayor Bales said I think that's what I heard from Bobby and Emily was if we go this route with infrastructure, it's the least burdensome, because the reporting, everything is already kind of built in. It's already in the bank.

Commissioner Kidwell said I understand that, but we don't know that. I want to know all the strings. It might be less burdensome, but there's still burdens. We need to know that before we can make a full decision.

Mayor Bales said Emily, I think you were still doing some research around that as well based off the email you sent me.

Ms. Sloop said some of the requirements involved reporting and Bobby has been working very diligently on making sure that we are meeting our reporting requirements that are coming from the State. We also have a separate set of reporting requirements that are associated with the \$4.8 million that we are receiving directly from the Federal Treasury and those really entail just reporting on what we are actually spending the funds on. There are other requirements that require us to have internal controls in place and also policies in place. We have to make sure that we are following Uniform Guidance in terms of our procurement methods. There was the separate question about the federal contractor which I sent an email about. We are hoping to get more guidance on that from the School of Government, as well as the League, to answer that question more definitively. Just to touch on some of the other categories in terms of the administrative burden, a lot of them are evidence based meaning that we would have to show evidentiary studies that have been completed to justify the expenditure and we don't necessarily have all the evidence to support some of the expenditures in those categories. Another requirement, if you use some of the expenditure categories that are based primarily on low to moderate income households, you would actually have to approve and justify that they met their requirements to qualify as a low to moderate income household. What that means is we'd probably have to have proof of income, which could be burdensome to obtain depending on how many households you are trying to obtain it from. More importantly, we don't have any qualified census tracts here, so we can't make a presumption of eligibility. It would actually entail us going out and getting the information, so those would be some of the additional burdens that would be associated with not using the more clearcut expenditure categories of infrastructure, which has less of a standard associated with it. I'm happy to provide a summary with Bobby's help of some of the additional reporting requirements.

Commissioner Boone said I have a quick question on infrastructure. With everybody in the state and in the United States trying to find people to do their projects and we get down this road and we are getting towards the deadline and we are not going to get our projects done because we can't get the help to do it, would we be on the hook to finish the projects after the timeframe is elapsed.

Mr. Williams said that is a question we've asked and really the way it's worded, the funds have to be expended by that deadline. The projects don't have to be completed, so and I guess thankfully a lot of times some of the storm water stuff will come before the rest of the road construction and certainly some of the design components would fit there, too, but that is something we will absolutely be watching and that's something we learned dealing with the county on the CARES funds. We'll make sure that our internal processes have strategic timelines and check-ins to make sure that we are going to spend all this money in a timely manner.

Mayor Bales said do we have consensus that this is kind of the direction that we want to support staff on in the moment. I know that there's still flexibility and time to make some modifications at a later date, but I'm just trying to get a straw poll for Bobby and staff as they continue to move forward to January 31.

Mr. Williams said even if there was a dollar amount in one of these other expenditure categories or a target that you had, that's something we could put in our report to the State, but we just don't want to put the Town's name on something and the Board not have a chance to be comfortable. Our report to the State will tell them it's going to change, but we didn't want to submit anything without having at least one conversation since our timeline with the State got sped up. We really just want you and everybody listening to understand that we are not locked into any of this, but as number of commissioners have talked about the strings, this is one of the strings we have to comply with the State.

We are going to have two different sets of strings in a sense, working with the Treasury and then working with the State to comply with their requirements under Treasury as well.

Ms. Huffman said so Bobby what you are asking for is consensus on what we report to the State about the \$12 million and you are not asking for anything tonight on the \$4.8 million, which there's a little more flexibility on how to spend.

Mr. Williams said that's correct and we've gotten a lot of great ideas here on this discussion to start researching further, where they apply, how they're eligible, if they're eligible and which one of these buckets they might fit in.

Mayor Bales said let's go around the room and do this straw poll just to give staff some direction about whether we are good or not moving forward at this point.

Commissioner Boone said I am for increasing the infrastructure, the non-profits, and that's the advice I'd give to staff.

Mayor Bales said for right now we are talking about the \$12 million, not the \$4.8 million, but we are good moving forward with the infrastructure plan at this point.

Commissioner Boone said yes.

Commissioner Munger said infrastructure at this point, yes.

Commissioner Kovacs said clearly, I'm not all in. If we can make sure that we are hitting other points that we have concerns on but with general funds, then I'm okay with it.

Commissioner Partee said I'm good.

Commissioner Phillips said good.

Commissioner Kidwell said I think by what I brought up, I'm obviously not good with this. We don't know the strings attached. I think we need to dive more into what we need to do. We are calling this an infrastructure plan. Let's be honest, are we going to move forward with ARPA funds or not. This has nothing to do.....Bobby said it, we can change this. This could be modified. We can do whatever we want to as a Board, but until we find out what strings are attached, I don't think we should be moving forward on anything.

Mayor Bales said we have a deadline at least to get a general idea of what that looks like by the 31st, correct.

Mr. Williams said they've asked us for a draft report due the 31st and so they have given us a template and we'll get them that, we'll meet the deadline, and then hopefully thereafter we'll start meeting with the State to figure out what contractual process and obligations we'll have with them, so we'll have another set of potential strings. It will all come through Treasury, but the State's reporting at a much higher level, so they'll dictate a more frequent reporting schedule to us.

Mayor Bales said I guess my question is that this isn't a one and done. This is the first step. If we find that we feel that there are issues with just simply too much for lack of a better word, big brother, with some of these requirements, we still have the ability to back away.

Mr. Williams said I believe so. I'll defer to Emily on that and that's a question that we will ask.

Mr. Roberts said I would say ultimately if that comes up, if strings come attached and we are spending those funds which we may have, we haven't actually allocated to projects yet, we give the money back.

Mr. Williams said that's why most of the governments our size, plus or minus, haven't done anything yet. We're still waiting on the final rules trying to figure out some of these strings and then one other little thing on there, the money that we do have, the \$2.4 million, is earning interest and the interest that we earn on these funds in the bank have no strings attached. They are the only part of this that have no strings attached and honestly, like Commissioner Phillips mentioned, with a lot of these smaller non-profits the same applies to a lot of the smaller governments and this is the one program, the one time, every city, town, county across the country got money. I think some folks are still holding out hope that some of the strings might be further relaxed and we do expect additional guidance, clarification, FAQs from Treasury on the final rule, but I'm not going to hold my breath that that's going to change and I don't think we should either.

Mayor Bales said is there anything else that we need to discuss at this point. Bobby, I think that you have everything that you need from the Board in regards to the direction.

Mr. Williams said please keep sending us ideas.

Commissioner Phillips said I was going to say if Bobby or Jackie or Emily, somebody could layout just in an email for the others how this works for non-profits, I think that might be easier for people to digest because I've been on the end of it where we're trying to help and it's awful.

Mr. Roberts said can you pull up that infrastructure list again. Be clear that these are just projects that we are looking at that obviously are in our CIP. You don't have to submit individual projects. Let's just say for whatever reason Stumptown Road gets stopped. I'm spending \$5 on this project and \$10 on that project, you don't have to get that specific yet so we showed you what's in the CIP here and these are projects that are moving forward throughout the process, maybe get a little clarity on that.

Mr. Williams said that was one of the things reading through the recovery plan template, they really wanted a lot of specifics about projects and getting into some of the nitty gritty. Those are details that we just don't have hammered out yet that we can communicate and again fully expect all this will evolve as we go forward.

Commissioner Kovacs said this is not necessarily significant to the conversation right now, but what is Church Street/Holbrooks/Dellwood.

Mayor Bales said that project is the Church Street Extension to connect to where Church Street ends at Dellwood. It will connect all the way to Holbrooks. We are going to connect the two ends. Right now, you can't take Church Street all the way out to Holbrooks. It stops at the cemetery and the church. With this project we will be connecting the Holbrooks community back into downtown with that road infrastructure.

Commissioner Phillips said also, like with stormwater, that plays into sidewalks, too, correct, and that's something I think that we haven't really drove home is that we need....they are cohesive, so Bobby I don't want to put you on the spot but could you speak to that a little more or Anthony.

Mr. Roberts said on the sidewalk, you are correct. There's certain criteria it has to meet. I don't want to get too far in the weeds, but it has to meet certain criteria on the stormwater. You noticed we focused on roads right now, but there may be individual sidewalk projects that qualify, we just didn't get that far in the weeds. We stuck with major road projects that we know have sidewalks, that have pipes, that have drainage etc. that we would be dealing with. That's why we focused on roads. Roads have a much bigger impact. Some smaller connection sidewalks that have stormwater components related to it could possibly qualify.

Mayor Bales said when we talk about stormwater, how important it is for us to really get our stormwater network, bring it in to the 21st century, it is our drinking water after all. Everything that flows from those streets into the paths and into our streams ultimately is what we drink, so how important is that to take care of for everyone and protect that drinking water.

Mr. Williams said I'll just add to Commissioner Phillips' point on the sidewalks that money to get supplanted supporting those capital projects could also be freed up for sidewalks to improve access in other areas of town and that's something else that we are looking at.

Mayor Bales said I think that's a great point because that \$12 million, while it's great, we still have \$180 million in that CIP. There's still a lot of projects and there are a lot of people to take care of as we continue to figure out our budgets, etc.

Mr. Roberts said when you see the CIP, the projects that you are working on, pretty much every one of them have gone up, no different than bread and eggs and gas and cheese and everything else. I will tell you at the budget retreat, obviously we'll talk more about this, I think you will see we'll hit some of the things that the various commissioners brought up like I'm going to say clinicians for the Police Department which deal with mental health and those things. We will talk about the various non-profits, etc., so I think we will hit a lot of these various categories at our budget retreat, which we will be able to talk about supplanting, how we pay for them, etc.

Mayor Bales said you brought up a question for me, at what point are we going to be sending out the request, kind of the all call, to non-profits for budget.

Ms. Huffman said February 4.

Mayor Bales said we will have somewhat of a good idea by retreat on what that could look like as well.

Mr. Roberts said if you look at the numbers from last year, I think we've funded roughly a hundred some thousand dollars total so it's a small number in the scheme of obviously the \$17 million.

Ms. Huffman said Pattie says that we send that request for funding out to non-profits on February 4 and it's due back to us 30 days later on March 4.

Mayor Bales said so, after retreat. Any other questions, anything else that we need to discuss in regards to ARP funding at this point.

Commissioner Boone said one last question, we earn interest on the money once it gets into our account and then we can spend that interest anyway we want to, correct. And that might be a source for local non-profits, whatever that interest line might be.

Ms. Huffman said the interest rates right now are woefully low. We are talking about hundreds, maybe thousands of dollars, we are not talking about tens of thousands or certainly not hundreds of thousands. In fiscal year 21 we earned \$50,000 all year long. We don't have the State \$12 million yet, so we are not talking about big money here.

There being no further business, the meeting was adjourned.

Approved this the ____ day of _____, 2022.

DRAFT