

Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Alisia Bergsman
Amanda Dumas
Edwin Quarles
LaToya Rivers
Nick Walsh



Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

AGENDA

Regular Town Board Meeting September 3, 2024 - 6:00 PM TOWN HALL (101 Huntersville-Concord Road)

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

- 1. Pre-meeting - None**
- 2. Call to Order**
- 3. Invocation/Moment of Silence**
- 4. Pledge of Allegiance**
- 5. Announcements**
- 6. Public Comments, Requests, or Presentations**
 - 6.A. Presentation by Carolina Raptor Center. *(Erin Katzner)*
 - 6.B. Patriot Day Proclamation. *(Mayor Clark)*
 - 6.C. Suicide Prevention Week Proclamation. *(Mayor Clark)*
- 7. Agenda Changes/Adoption of Agenda**
- 8. Consent Agenda**
 - 8.A. Approve the minutes of the August 6, 2024 Regular Town Board Meeting. *(Janet Pierson)*
 - 8.B. Approve the minutes of the August 20, 2024 Regular Town Board Meeting. *(Janet Pierson)*
 - 8.C. Approve contract for Highway 21 Electric Feeder Project. *(David Lucore)*

- 8.D. Approve budget amendment appropriating General Fund balance in the amount of \$200,000 for Dellwood Center building renovations. (*Michael Jaycocks/Pattie McGinnis*)
- 8.E. Call a public hearing for Tuesday, October 1, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078 on Petition #TA24-14, a request by the Town of Huntersville Planning Department to amend Article 153, Sections 2, 3, 4, 10, 11, and 13 of the Code of Ordinances to ensure compliance with state statute. (*Rebecca Bleich*)

9. Public Hearings

10. Other Business

- 10.A. Approve budget amendment appropriating NC Office of Budget Management Grant 11982 in the amount of \$2,500,000 to various expense accounts for the purchase, mitigation and related closing costs for 0.350 acres located at 14703 N. Old Statesville Road, Huntersville, NC 28078. (*Bobby Williams/Pattie McGinnis*)
- 10.B. Consider adopting Resolution in support of legislation authorizing referendum on additional sales tax for further investment in roadway and public transportation systems. (*Anthony Roberts*)

11. Closing Comments

12. Adjourn

General Meeting Information

Town Board:

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

Meeting Time, Place and Agenda:

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

Public Comment and Public Hearing Policy:

Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet prior to the beginning of the meeting. Once the meeting has begun, a person may not sign up to speak. Persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. The Mayor shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. ([Public Comment and Public Hearing Policy - Amended February 19, 2024](#))

Special Accommodations:

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



A PROCLAMATION FOR PATRIOT DAY

WHEREAS, this 11th of September marks 23 years since the unconscionable attacks of September 11, 2001 claimed nearly 3,000 lives and irrevocably changed our world; and

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

WHEREAS, as we reflect on the past 23 years, we also commemorate the service members who answered our nation's call in the aftermath of the attacks. We will never forget their sacrifices to protect our cherished freedoms and way of life; and

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

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim September 11 as "**PATRIOT DAY**" in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 3rd day of September, 2024.

Christy Clark, Mayor



A PROCLAMATION FOR SUICIDE PREVENTION WEEK

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

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

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

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

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

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim September 8 through 14 as “**SUICIDE PREVENTION WEEK**” in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 3rd day of September, 2024.

Christy Clark, Mayor



Request for Board Action

September 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Approval of Minutes - August 6, 2024

EXPLAIN REQUEST:

Consider approving the minutes of the August 6, 2024 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**August 6, 2024
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 5:00 p.m. on August 6, 2024.

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

Gilead Road Project Discussion. Stephen Trott, Town Engineer and Heather Maloney, Transportation Planner, updated the Board on the Gilead Road NCDOT STIP Project U-5807 (between Commerce Centre Drive and NC 115). *Refer to PowerPoint attached hereto as Exhibit No. 1.*

Following discussion of the project, it was the general consensus of the Board to not proceed with the specific project scope.

Mr. Trott will prepare a resolution to bring to the Board at a future meeting requesting NCDOT to remove the project.

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

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on August 6, 2024.

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

Mayor Clark called for a moment of silence.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS

- Overnight closures coming to Huntersville-Concord Road and NC 115.
- Back to school traffic reminder.

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

PUBLIC COMMENTS

Care Ring Presentation. Tchernavia Montgomery provided update to the Board on Care Ring. *Refer to PowerPoint attached hereto as Exhibit No. 2.*

Cassie Gilbert said I was born and raised right here in Huntersville. I graduated from Lake Norman Charter High School back in May and I will be moving into my freshman dorm this Friday at Western Carolina University as a double major in English and Studio Arts.

I have been a Girl Scout since Kindergarten and just received my lifetime membership. I have been working on my Girl Scout Gold Award Project for well over a year now and am almost finished. For those that don't know, the Girl Scout Gold Award is the highest award a Girl Scout can earn. I'm calling my project Magnificent Monarchs because my goal is to educate people on the importance of butterflies and other pollinators so they can help save them. Butterflies are a beautiful and important part of wildlife. They are highly sensitive indicators of the health of the environment and can play crucial roles in the food chain as well as being pollinators of plants.

The Monarch butterfly is endangered and needs our help because our food sources for Magnificent Monarchs and other important pollinators are being destroyed. Part of my project is to show people how easy it is to create a Monarch Waystation to replace the plants that help our friends thrive and populate. By promoting habitat restoration for Monarchs, our other pollinators and wildlife species are also benefitting. The declining Monarch population parallels other declining pollinator populations which in turn impacts human food systems. Providing enough habitat like milkweed for Monarchs is essential in maintaining a balanced food web within the ecosystems that are critical in sustaining us.

Part of my goal was to plant a butterfly waystation at the Arbor Ridge Retirement facility here in Huntersville where my grandparents live. We got the residents and people from the community involved and it turned out better than I could have imagined. The residents are keeping a close eye on the garden and are excited to talk to me about it when I visit. Even further I created a Magnificent Monarch Club. They will have monthly meetings, watch over the garden, and do a butterfly craft or activity. This month they painted the rocks for the garden and they look amazing.

I created a coloring page, a bookmark with a QR code to a video to help with my project and I wanted to show people how easy it is to plant a garden that will aid in the Monarch population. Just by planting milkweed in your yard at home creates much needed habitat for Monarchs and allows them to live and reproduce to create the next generation of Monarchs. My hope is it will raise awareness in our community and beyond and will encourage others to plant milkweed themselves. I'll be thrilled if the Town of Huntersville would post these items on its website as free printables for a broader reach to our community.

Thank you, Mayor Clark for signing the Mayor's Monarch Pledge last year and for agreeing to sign it again this fall. I hope you encourage other neighboring mayors to do the same. As you can tell I'm excited about my project and look forward to seeing how it will impact our community. I thank you in advance for any assistance you can provide in helping me improve the conditions for Monarch butterflies and thank you for your time tonight.

Joe Sailors (Antonia Berbrick and Josh Berbrick yielded their time) said you know that I have been here multiple times on what I'm about to talk to you about and unfortunately have met with and had numerous emails and texts from staff making promises and guaranteeing things to be happening, to which I'm back here again with empty promises from staff and from all of the things that we have been told over the last multiple years, not just a few months.

Unfortunately, Marilyn Ainslie who's part of this property is not here tonight. She's at home because she fell and broke three ribs and then ended up with Covid going to the doctor, so she's staying away from us, which is thankful, but Tony is here who is the adjacent property owner and her husband.

My point to you and my point to staff is very simple. You have Walden subdivision which has nine phases and you have returned money to Walden for every phase that has been completed so far, but yet they're going to need, and I think your accounting department as well as your manager can concur with this, that they are going to need over \$500,000 to fix the problem that they created from an undisturbed buffer that is completely ripped out to the tune of within 2' of both their property lines with a slope down approximately 25'.

That was supposed to have been filled in over a year ago and we're not to that point yet. However, staff allowed them to plant on top of a berm that they created and now all of those trees are dead. We had 105 degree temperature several days in a row. We had no rain for a long time. And they planted on top of a buffer and berm that wasn't 30' wide to begin with, which was supposed to be undisturbed, but yet they cut out 28' of it down to a depth of almost 25'. They were supposed to add that back and staff said they have added it back, but I as well as some of your staff and some of your manager's staff have been on site and seen that that hasn't happened.

Now I get word from staff that you are about to release more of their bond money and you're about to allow them to build on lots that we have been told for the last year would not be built on, that you would not release them. But yet staff told me as early as last week that they were going to have to release some lots to be built on. The faith that these two homeowners have in Huntersville staff and management, I'm sorry, it's not there. And I think they will admit it directly to you and to them because they have to me multiple times. I've been apologized in so many ways that it's not even realistic anymore.

You, the staff, have to listen to your citizenry and the problems that are being created by the developers that are not doing and following the rules, the guidelines and the requirements that we make them do. You're allowing them to walk all over staff, as well as the citizenry, so at what point do you do your job and I'm not just talking to you, I'm talking to the staff as well, because they admit and have admitted to me multiple times that they made a mistake.

AGENDA CHANGES

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

CONSENT AGENDA

Surplus Equipment – Fire Department. The vehicles are valued from \$80,000 to \$130,000 each with equipment. The vehicles are no longer of value to the Huntersville Fire Department. Each vehicle is being replaced in August 2024 with a new unit following the HFD truck replacement schedule of

replacing apparatus over 20 years of age. These vehicles will be sold on GovDeals.com via on-line auction.

Commissioner Dumas made a motion to approve surplus of Fire Department vehicles and associated equipment. Commissioner Rivers seconded the motion.

Resolution attached hereto as Exhibit No. 3.

Tax Collector's Settlement/Order of Collection. Commissioner Dumas made a motion to approve Tax Collector's Settlement for Fiscal Year 2024 (Tax Year 2023) and adopt Order of Collection for Fiscal Year 2025 (Tax Year 2024). Commissioner Rivers seconded the motion. Motion carried unanimously.

Tax Collector's Settlement and Order of Collection attached hereto as Exhibit No. 4.

Property Tax Refunds. Commissioner Dumas made a motion to approve Property Tax Refund Reports from Mecklenburg County. Commissioner Rivers seconded the motion. Motion carried unanimously.

Property Tax Refund Reports attached hereto as Exhibit No. 5.

Electric Fund Write-offs. Town staff and ElectriCities have cooperatively worked at collecting final electric accounts to accurately reflect the amount customers owe the Town. As we did in FY23, Staff recommends that annually the Board approve the write-offs of amounts that have proven uncollectible for more than three years. While this will not stop our collection efforts (these amounts will remain with our collection agency, and we will continue to seek collection through debt set-off program for accounts over \$50), our financial statements will no longer report the amounts as likely collectible. Staff is recommending the Board approve write-offs for FY2021 totaling \$21,409.49. In total, this represents 0.09 percent of the total 2021 Electric revenue and 165 customers.

Commissioner Dumas made a motion to approve Electric Fund write-offs for FY2021. Commissioner Rivers seconded the motion. Motion carried unanimously.

Ordinance – 2024 Veterans Day Parade Road Closure. Commissioner Dumas made a motion to adopt Ordinance for 2024 Veterans Day Parade and Ceremony road closure. Commissioner Rivers seconded the motion. Motion carried unanimously.

Ordinance attached hereto as Exhibit No. 6.

Ordinance – Holidays in Huntersville Event Road Closure. Commissioner Dumas made a motion to adopt Ordinance for Holidays in Huntersville Event road closure. Commissioner Rivers seconded the motion. Motion carried unanimously.

Ordinance attached hereto as Exhibit No. 7.

Resolution – Awarding of Service Firearm. Officer Tim Hager has made a request to be awarded his service firearm upon his retirement. NCGS 17F-20 outlines the process to award a service firearm to a retiring law enforcement member, which includes the adoption of a resolution by the governing body.

Commissioner Dumas made a motion to adopt Resolution to approve the awarding of a service firearm to a retiring law enforcement member. Commissioner Rivers seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 8.

PUBLIC HEARINGS

Petition #R24-04 Northbrook Storage. Mayor Clark called to order public hearing on Petition #R24-04 Northbrook Storage, a request by Jake Palillo on behalf of Bi-Part Development LLC to rezone +/- 21.936 acres located on Sam Furr Road from Corporate Business to Special Purpose-Conditional District for a storage facility and other commercial uses.

Jesse James, Principal Planner, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 9.*

On the screen what you see here is the rezoning request as far as the Zoning Map goes. That hatched area is the site for Northbrook Storage rezoning. A portion of that is the storage. The other portions are other parcels within the rezoning. This map basically just shows the surrounding zoning around that, which you have Transitional Residential, Corporate Business, Special Purpose and General Residential to the south. This application is to rezone from that Corporate Business district in that gray area to Special Purpose Conditional District.

What you have on the screen here is a context map of surrounding developments. The area outlined in red is the rezoning request to that Special Purpose Conditional District. This just shows you've got some industrial developments to the northwest, you've got some single-family and the Northbrook subdivision to the south, a little more industrial to the west, and some more single-family residential to the east.

An important part of this rezoning is looking back at R18-15 rezoning which encompassed that area around that dark line, which is Northbrook subdivision, which was Corporate Business to begin with. That rezoning split the district to the remaining parcels on Sam Furr Road which remain Corporate Business and the area to the southeast went to Transitional Residential Conditional District for a single-family development.

The red line on the screen shows Parcel C where the storage facility site is proposed. This rezoning, the leftover land, left about 130' of development area as far as depth goes for that site and the closest residence to that parcel at the closest mark is about 382'. The area between the proposed development and the single-family homes is mostly protected tree save and there are some SCM/BMP stormwater management systems there as well.

This rezoning request, just a little clearer picture of the site plan proposed, shows in that blue area the proposed storage facility and then Parcels A, B and D in the red areas are just for Special Purpose Conditional District zoning to allow the uses within Special Purpose with some uses that will be excluded that I will get to in one of the following slides.

There are two modification requests. The Parcel C, there is a request to reduce the required 80' buffer against that tree save area and residential subdivision from 80' to the minimum environmental buffer, which is a SWIM buffer, it's 35' is the request, where A, B and D would remain at the required 80'.

As far as A, B and D go, there is another modification request which the front of those parcels there is a required 40' vegetated buffer that goes along the street frontage. It's a thoroughfare buffer. There is a modification request to replace that 40' buffer with a 40' wide linear park. Staff hasn't vetted or reviewed the design for that park. We haven't seen that yet. I think the applicants have some slides where they have worked on those over the last week to show you a little more clearly what they have in mind. Again, we have not reviewed those.

We have some concerns that this part would meet the intent of the ordinance which gives that 40' vegetated buffer. Caveat to that is the 40' buffer is due to the parking spaces in the front of the buildings, so that 40' buffer would be a screening buffer to make an opaque vegetated buffer of existing vegetation. They've asked for a modification against that. We also have some questions about the tree save plan that was submitted. We need some more clarity on that. Hopefully we will get that before the Planning Board meeting.

Some of the uses in Special Purpose district that the applicants have asked to be excluded from being used on Parcels A, B and D. Those are the red hashed areas on the screen. Those will be omitted from being able to be developed. The remaining uses they've asked to be able to develop on those sites.

One of the concerns staff has regarding that is maybe a little more clarity on a couple of other uses to possibly be excluded, one being since Parcel C is for a mini-storage development that A, B and D would also be excluded from being developed so we don't have redundant type of development happening on the other sites next door. And then just a little more conversation about some of the other uses and if they're appropriate in the proximity of the single-family neighborhood to the south, one of those being possibly outdoor theatres, things of that nature. We are still in conversations with the applicant about some of the uses.

Digging closer into the buffer requirements and the modification requests, as I alluded to before Parcel C has asked for a modification request to reduce the 80' buffer to the 35' buffer in width. It's approximately 382' to the closest single-family parcel. There's tree save area between that and there's about 130' of depth for development within the confines of that parcel, so this is where they are asking for the storage facility.

As far as the 40' buffer on the thoroughfare, a key item to keep in mind is that red area on the second map is a utility buffer from NCDOT, so the applicants cannot actually develop in that area. We still have questions about what kind of vegetation can go in that area, so we request more information on exactly what this linear park would be and what type of vegetation can go in there, what kind of bench structures or whatever can go in that area, whether it be the utility easement or in the NCDOT right-of-way or how the parcels or the developments would be buffered.

On the screen you have the elevation for Parcel C for the storage. These do meet the Huntersville code for compliance. The building would be built to that approximate 40' utility easement and then you would have a side path in front of that and two rows of street trees.

Moving to the Huntersville 2040 Community Plan, there's several implementation guidelines that the plan does meet and there's a few that we still need more information on, so at this time the 2040 Plan does not support these.

LU-6.1 supports a mix of land uses in the area. Again, the previous rezoning took a good portion of Corporate Business zoning away and it was left for that smaller portion along Sam Furr Road, so rezoning to Special Purpose would open up several other uses, retail uses, some more commercial uses that could be developed there.

LU-8.1 speaks about emphasis on form and flexibility and regulations.

EV-1.2 preserve areas suitable for business and industrial development and that goes along with allowing a mixture of uses.

Moving towards some of the implementation items that we need more information on, EOS-4 talks about encouraging preservation of tree canopy. Again, staff needs more information on the tree save plan so that we can verify that it meets the minimum expectations that the ordinance has.

LU-1.1 use future land use map to ensure compatibility with long-range plans. Again, staff needs more information regarding exclusions for those uses to see if they're appropriate given the adjacent land uses and to ensure that more employment sector type uses are placed in those areas if we are going from CB to SP.

LU-11 protect existing housing stock. Staff believes Parcels A, B and D could have a condensed permitted use table, so there's more conversations we're having regarding those for safeguard against the adjacent land uses.

As far as recommendation goes for this rezoning, staff can recommend approval if the following items are taken care of or some of the information is portrayed on the plans: (1) More detail regarding tree save and layouts of A, B and D as they pertain to the street buffers, so understanding more of what that linear park would have within it and how that meets the intent of the buffer requirement; (2) More detail on modification request No. 2 as to how the linear park layout would work on the sites or modify the build-to line to have the buildings address the street is one recommendation we would have, that way you would have the building blocking the parking area; (3) Clarify the permitted uses that relate to commercial and employment generating uses; (4) The TIA draft is in and there's several comments NCDOT has that need to be resolved; (5) Address some minor staff comments on the plans that need to be resolved.

By implementing these it's possible staff could be behind this. There's just not enough information at this point to have full support.

The applicants do have a presentation. I'm here for questions if you have some before that.

Commissioner Bergsman said in the Staff Report I didn't see a whole lot of information about the building design and materials used. Can you go over that?

Mr. James said the ordinance basically talks about if you want to not have a full 80' buffer on the front and pull the building to the street, it talks about different building materials on the front having windows and basically entrances that address the pedestrian at the right-of-way. The elevations they submitted, as you see, there's a good amount of fenestration windows, has kind of almost a retail feel to it and while there's not a sidewalk to the side path and doesn't show it on that screen, that would be required anyway, but they have some mixed-stone and I believe that's efface materials on the front, so

they would have that contrast. They've got a modulating roof line, so it's a break-up of a flat roof. Those are some of the items that the ordinance touches on that they've addressed.

Commissioner Quarles said can you go back to the screen where it showed the by-right uses.

Mr. James said there's some permitted by right, there's some with special use permit. There's been no indication that the applicant wants to go the route of special use permit, but it's worth showing those because they would be applicable if it would go to SP and then there's some with conditions. Article 9 in the ordinance, either of those uses under permitted with conditions has a litany of different conditions within them.

Commissioner Dumas said just to clarify, if we approve all the parcels, we don't know what will be on the other parcels. We just know what's going to be on one and in that first section the use permitted by right would be any of those.

Mr. James said they've given a site detail on Parcel C. The other A, B and D, they are asking that any of these uses be permitted where it would just be a staff review and we would make sure they meet the ordinance on these. Again, we've got some questions about the buffering of the front and how that pertains to the lot layouts as far as what uses would go on that site and if they're appropriate given where they're at.

Commissioner Dumas said so not just the uses by right, it would be the entire slide could happen without coming back to the Board.

Mr. James said the special use permit would have to come back to the Board.

Jake Palillo said I'm the developer of the project. *Refer to PowerPoint attached hereto as Exhibit No. 10.* One of the things that we are trying to do is actually improve what is requirements versus make a lot of changes to it. We've got the four parcels there along 73. The one that we are trying to do is we are trying to do a mini-storage on Lot C. The reason we selected mini-storage there is because it kind of fits within that little parcel. It's limited access because there's just one access point on 73. The other parcels will come off of Oak Farm and the other street on the other side, so that's where the access points will be. That shows you the building there. It's actually three stories in the back because the land falls and two stories in the front.

Currently under the CB zoning we can go in there and build flex warehouse space with no rezoning at all. That's by right, so those parcels can be developed for Campus Business. What we want to do through SP is we want to be able to offer more uses that are more friendly to the neighborhood behind us, some retail uses. That will show you the very narrow limited parking space. Mini-storage has the least amount of impact on traffic in the area. This building here will have an assessed value of about \$12 million. If I go in there and just build a flex warehouse space, it'd probably be about a \$2 million tax value, so you are getting \$10 million of additional tax value.

The need for storage is growing and growing. You've got about 1,000 apartments under development on Sam Furr and off of 115. You've got a lot of houses under construction and more coming this way. There's the permitted uses up on top that we could already do with no rezoning requirements. SP allows us to put more retail, more uses there that are needed in this area.

That shows you the storage. You see to the bottom all the trees and stuff that we are keeping. A lot of the vegetation is staying in there. The way the code reads is if I push the building up to the 40' setback, I can go in there and grade it all out. Let me show you the one picture real quickly. See how that is. That building is pushed up to the street, so by right I can develop that 40' buffer area. We can grade it and put all the stuff in.

If we put parking in the front, we are required to keep a 40' undisturbed buffer. The problem with the 40' undisturbed buffer is in order to do it, I have to do a retaining wall and it's not going to give you a nice curb appeal along there. What we'd like to do is we've done a lot of research and there are not many dog parks and walking parks and because we have a half mile of frontage along this corridor, we'd like to go in and really put something nice along the corridor. We'd like to come in and take the 40' buffer and put a 10' path, walking trails, park benches, drinking fountains, dog fountains and be able to come in off of Northbrook and the other area and really see people along that strip.

The way this is currently here, which you know I've been against for a long time, if you see the new 73 plan where it says 73 and Sam Furr, see the grass strip, 2-1/2' between the curb and the 10' multi-purpose path, so you have a 55 mph road with a 10' multi-purpose path 2-1/2' off the edge of the sidewalk. No one is going to walk up and down that strip.

With our plan, we want to work with NCDOT and we want to push the multi-purpose path back. So, we'll have our 40' setback plus the setback of NCDOT, put a nice grass area there, put the 10' multi-purpose path, landscape within our 40' setback and create this whole half mile long streetscape with parks which is pedestrian friendly, pet friendly. Today people have more pets than they have children and they take care of their pets as well as they do take care of their children. And if you look around Huntersville, there's maybe one or two little dog parks, so there's a real need to come down and see a half mile strip. We'll put the low lighting, the pedestal lighting. We'll put the different dog activities, and we would like to enhance the value of that strip along 73 versus going to see a 10' wide sidewalk 2-1/2' off the curb that no one is going to walk on or use.

There's the building. Once again, we live in the area, we're going to put a quality building there that doesn't look like a storage building. It's got really nice curb appeal to it. With respect to the housing in the back, this slide here with the green, that's common open space that belongs to Northbrook, so that's already preserved. This is their common open space right there. All that treed area belongs to the HOA of the residents in the homes behind. Three years ago where all these single-family homes in the back used to be wooded. It was all taken out and bought by the residents just recently moved in.

There's another common open space as part of it. That little piece between the houses, that's also part of common open space. You've got Lennar Homes in here and then you have Classica in this one section here. Lennar Homes are in the \$600,000 to \$700,000 range. Classica is a million and up. That's part of Classica's common open space. There's a lot of tree protection save there plus we're keeping 80' on our property as well.

That kind of sums it up. Now the uses that we want to do and the space, we want to add a little more retail versus just flex warehouse space, so that these folks back here can come up.....there's a sidewalk that runs along these streets coming to 73. Right along here, you already have sidewalks that are taking you to 73, so we take this 10' multi-purpose path, so we have from here all the way down, so we go from down here all the way through here, all the way to there and we stop right here at this corner. There's a street that comes in here that connects this that has sidewalks, so people living back here can come through here, walk along here, come all the way down, come back in through here. If we put uses

in here that have more retail or coffee shop or even a little restaurant, it serves all these residential people to the back versus just flex warehouse space.

Commissioner Walsh said with regards to the 40' thoroughfare buffer, I was reading the Staff Report and I'm not sure that NCDOT is going to let you put a dog park in the middle of their easement. Are you aware of anywhere else this has happened and then if you can't have that, will you comply with staff's request to move your buildings up and do it as they are asking with the regular buffer?

Mr. Palillo said what we would ask is that we go in and disturb the 40' buffer and then replant it. When you do it undisturbed you end up with holes and unsightly vegetation. You can't properly grade it. If I move the buildings up, I can grade in the 40' buffer. If I put the parking in front, that's where I have to have the undisturbed buffer. Even if we put the parking in front, I would ask that we could disturb the 40' buffer and then go back in and replant it and put nice vegetation, nice grass, nice landscaping versus forcing me to put a retaining wall at the edge of my parking and leave this wild area that doesn't....

Commissioner Walsh said right, but I think they were talking about moving the buildings up and then putting the parking in the back.

Mr. Palillo said the only problem that I have with doing that is that certain buildings you want to have some parking in the front to give it some life and some feel to it, especially like a retail building. When you push the buildings up against the street, you force all your parking to the back, then you lose that life of the building, so now your entryway is to the back and you actually have the front of the building is now actually the back of the building because you're coming in off the parking lot.

Commissioner Walsh said seemed to work pretty well in Rosedale. Staff has requested that you narrow the list of uses for Lots A, B and D. We're obviously looking for employment generating uses.

Mr. Palillo said we're open to that, but I mean retail business, they all are generating employment it's just a matter of what employment. When you do flex warehouse space, it's going to create less employment than if I have more of a retail use or more retail use is going to create more employment. When you do like a flex space, you're getting more like say an HVAC contractor who uses it as his office, there's no one really there. He parks his trucks in the back and has his equipment in there. That's the kind of use that you are going to get with business camp with flex space.

Commissioner Walsh said with regards to the parking requirement, it appears the conceptual plans do not have enough parking spaces. How do you plan to meet the ordinance minimum standards?

Mr. Palillo said my understanding is we're overparked. What you see right there, you're saying that we don't have enough parking spaces?

Commissioner Walsh said that's what it said in the Staff Report.

Mr. Palillo said I'm not aware of that.

Mr. James said I believe their parking is okay.

Mr. Palillo said I believe we're overparked. I'm a big believer in having more than adequate parking. We never go with what the requirement is, we always exceed that.

Mr. James said B and D based on the concept plan, which keep in mind it is a concept plan, the parking seems to be adequate and if a development did come in, they would have to meet the minimum requirements.

Mr. Palillo said your minimum requirements are too low to really.....you are always short of parking, so we always exceed that.

Commissioner Walsh said at this point you haven't hired a licensed surveyor to accurately determine the specimen and heritage trees for the property.

Mr. Palillo said they just finished it up today. It cost me \$8,000 to have 600 trees identified from which is an oak, which is an elm.

Commissioner Bergsman said you just said that you had a surveyor come and do the tree survey.

Mr. Palillo said I just emailed it over to the guys. I got it today at 4:30 p.m. We had an arborist go in and identify over 600 trees over 10" on all those properties and that's been turned in.

Commissioner Bergsman said I haven't heard much about how it would handle like for stormwater run-off and I don't see any like retention.....so what's the plan for stormwater?

Mr. Palillo said because Lots A, B and D are conceptual, they'll all have to meet stormwater, so those are conceptual showing what the plans are. Parcel C is underground. Most of my projects we do underground storage, so you don't have those big unsightly basins. It cost a lot more money, but we usually put them underground. Once you do the actual site plan, there we have parking and conceptual plans, but once it's done it has to be engineered and has to meet water quality and have all the detention.

Commissioner Bergsman said just to confirm that this is 100 percent climate controlled indoor, or is there any plan to have possibly drive-up?

Mr. Palillo said it's all climate controlled indoor storage. No outdoor storage. It's all loaded in off the back down in the lower level, so you don't see any activity there.

Commissioner Bergsman said so there'll be like a ramp going into.....

Mr. Palillo said you can see the lower section, see where you're coming off-grade, so you've got two levels up front. This section here, it's three stories. This is in the ground, three stories, but only two levels show at the street and then this is actually coming down and this is the loading area down here. So off of the road you won't see any of that.

Commissioner Bergsman said do you have an idea like how many units it will be total?

Mr. Palillo said usually it's like 250 units. They are going to use mainly more bigger 10x10's and a mix.

Commissioner Bergsman said I know that this is the component that needs the rezoning, so there wasn't as much information about the other parcels, but can you.....

Mr. Palillo said I've got a daycare going in. We just signed a contract with a daycare right here on this corner. This property will be split with a daycare up here. And then we're looking at a bunch of different uses here, but we really haven't been able to really market it because it's limited to Campus Business. So we do have a concept if the rezoning is turned down with the flex space it will build. Those are attractive looking buildings, too. I don't know if anyone's been to my office, the building next door with all the glass, that's the same building that we would.....and I apologize I should have brought a copy of it.

Commissioner Bergsman said would you consider kind of providing more.....like narrow it, rather than having a list of what you are excluding, kind of having a more narrow list of what you will include.

Mr. Palillo said it's hard to do that because we are going to build it and lease it, so I'm not going to build it and operate it. As we lease each tenant space based on whoever comes in and wants to be the tenant is kind of the use that we'll put in there, so it's impossible for me.....we're not going to build all the space and be a user of all of it. We're going to build it and lease it to different uses. That's why we want the SP because it allows a variety of uses that is more beneficial to the neighborhood. You're going to get the same building there so if you want a building that has more uses for the people behind or do you want a building that just basically is Campus Business, flex warehouse space and no retail uses.

Commissioner Bergsman said can we pull up those lists of uses again?

Mr. Palillo said the uses right up on top, this is by right and then this is SP and we've crossed out more than half of them.

Mr. James said I've got a full list.

Commissioner Bergsman said is this slightly different than what was in the.....

Mr. James said no, it's just the full list has all of them listed and then the ones marked out in red and it also shows uses permitted with a special use permit so if the applicant wanted to cross through the special use permit list, that's an option.

Mr. Palillo said you can cross that off, we have no interest in any of that.

Mr. James said so these are things conversations need to be had about what others may be inappropriate on A, B and D, so we can cross the special use permits off, that's great, but.....

Commissioner Bergsman said that's what I was mainly concerned about. I mean, there's a lot of things on that special use list that I personally would not want to see.

Mr. Palillo said the only drag strip we would have is if two women are walking their children and want to race down that sidewalk we want to put in along 73. All the special, we don't want any of that. We are just doing our list which is right there. Permitted uses that's above and then special purpose and we've crossed out all of them just to allow a little bit more retail uses. And I don't have any problem crossing out mini-storage, which staff just brought up. If we do the mini-storage in the middle, then we'll exclude mini-storage from the other parcels.

Commissioner Bergsman said Commissioner Walsh already brought it up, and it's also in the Staff Report. I personally would prefer the parking to be in the rear. I love the idea of linear parks. I don't

know if that's the right spot for one and I just Huntersville standards when you drive around most of the parking we have is rear building, side of buildings, and I just would like for you to consider that.

Mr. Palillo said anytime if we're going to put parking there, we're going to buffer it so you don't see, so like we've done even at Symphony Park, we've got parking in the rear. We put a big berm in there. We'll cover all that because we don't want to see the parking either. We'll landscape it and keep it soft lit, but the problem that you want to look at is the safety issues. There's a lot of safety concerns when you start pushing all the parking to the back. It may work.....it works at Rosedale when you've got buildings up front and then you have parking and then you have buildings all the way around it. Here when you are pushing everyone to the back in a wooded area around the back then you don't see that use is really even open, so some parking up front.....

Commissioner Bergsman said did you say earlier that if it was pushed to the back it would need a retaining wall between the back parking lot.....I heard a retaining wall mentioned.

Mr. Palillo said if we push the buildings to the front, I can disturb the 40' buffer. That's allowable. If I put the parking in the front, then it says I'm not supposed to disturb the buffer, so our request is if we do the parking in the front let me disturb the 40' buffer and replant it, so we'll replant it and it'll be attractive – nice landscaping, berms, it will be well landscaped versus leaving it natural and then all of a sudden you come there.....so if it's got a dip in it, then I have to put a retaining wall where my parking is and then I have to keep that natural area there, so it just doesn't give you a finished product. Highway 73 is going to be a major thoroughfare and I would think that we want to make it look attractive here. When you say linear park, you're not going to get another developer that owns a half mile of frontage on a particular road that can put in what we want to put in. We only want to add that because it adds value. It ends up costing us additional money, but we're willing to provide that and then as part of our HOA we'll maintain all that. I don't know how you feel about walking down a 10' wide sidewalk 2-1/2' off the edge of the concrete road with cars doing 55 mph.

Commissioner Bergsman said the last thing I want to bring up, actually two more things. Will this project be done in phases?

Mr. Palillo said yes.

Commissioner Bergsman said what would the first phase be?

Mr. Palillo said A and C and then we'd start working right away on B and D.

Commissioner Bergsman said at least one of the buildings in addition to the indoor storage would be part of the phase one.

Mr. Palillo said the daycare would be going in right away. That use is allowed under CB zoning, so that one doesn't need any zoning. That one is going to get ready to go. Mini-storage would start right away and then we'd start working on B and C.

Commissioner Bergsman said I saw in the community meeting there was a comment about traffic issues on Oak Farm Lane and Maple Branch Drive. I was just wondering if there's any confirmed traffic issues in that area.

Mr. Palillo said those roads were existing. We didn't add these. These were already existing. These were put in for the residents that live back here. That's their access point to come in there. NCDOT makes us put our driveways off of these roads. They won't let us put cut-ins off of 73, so D access is here. A and B access here. C only gets access to 73 right-in/right-out only because it has no other means to get in and out so NCDOT can't landlock you and say you have to jump over here, it'd be impossible to do that. Unless you're landlocked here, you can't get a driveway cut. They won't give us any driveway cuts here or here or here. They come in off of these streets and again these lots were created from a previous board when they rezoned this back here and put all this residential in and whatever traffic concerns they have there, they had three years ago when they purchased back here.

Commissioner Bergsman said that was more for staff or HPD because just finding out it's said that maybe there's like traffic issues coming in and out. Are there any history of accidents or issues around that area, specifically turning out onto 73?

Mr. Palillo said one thing quickly you understand is that this road is under right-of-way acquisition. So NCDOT already has this road planned. You can see we're providing this as a turnaround. There's another bulb right here. That stuff is all in the works, so whether it starts in 2026-2027, you're only going to get right-in/right-out even to these roads, so those two accesses will be right-in/right-out and then you'll have to go into those bulbs and do those u-turns.

Police Chief Barry Graham said I have no statistics off the top of my head of that area. That's Sam Furr and that's really DOT and the developer is going to make the decision how it does right now.

Commissioner Bergsman said I just wanted to know if there were any currently.

Mr. Palillo said there was one serious accident right out here and it was because two cars head on crossed over the line and hit, it wasn't because someone was pulling in or out, someone wasn't paying attention crossed over the yellow line and they hit driver to driver.

Commissioner Dumas said how many employees do you expect to have at the storage facility?

Mr. Palillo said usually like four.

Commissioner Dumas said in regards to the linear dog park, I've only ever been to dog parks that had fences. I don't see one in your drawing and I would imagine it would make it less pretty. Is this like a dog park where it's just walking.

Mr. Palillo said one of the things we want to do which we have to get NCDOT approval, so we've already talked to NCDOT and they're kind of open to the conversation of what we are going to do. When you get into some of these areas we have to put a pedestrian.....see where Building C is, see how we are crossing over those creeks, we get into a little bit more area down in there and some of those areas we'd love to really fence it in. So, a fence along our side, but I don't know if NCDOT's going to let me put some fence on theirs. But in some of these areas we're going to have to put foot bridges to cross over some of these creeks. See where Building C is, there's some green area on both sides, right in there. So right in here this is all our land. We want to come in here and create some natural area and those are some areas where we could fence in some little areas if they wanted to run. Same thing in here. So we have to do a foot bridge across here, another foot bridge across there, so you'll see the foot bridge here. I just think with park benches and...yes, we would like to have some area for them to be able to be unleashed and run a little bit.

Commissioner Dumas said would you consider including solar panels on the roof of the buildings?

Mr. Palillo said we would have to look at the cost analysis of it.

Commissioner Hunt said you mentioned the apartments being built, but do you have specific market data to support the claim that more storage is needed?

Mr. Palillo said we've had a market study I can share that with you. It's not a really intense one, but you have apartments that are under construction right on Sam Furr Road just past CVS. As soon as you turn down 115 you've got an apartment project that hasn't opened up. It's on the left-hand side, then you have another 20 acres that's already been approved. They're getting ready to start breaking ground. On the Huntersville side of Mayes Road you've got 58 houses going in there. Westmoreland is coming in with a use by right on a 200-acre site. They are going to do about 240 single-family homes. Along McCord you've got several little infill pockets single-family homes coming in, so a lot of stuff coming. And we've got Symphony Park as well, which residents don't have any real storage there, so there's a need to serve those residents as well. They would need smaller spaces, not really 10x10's.

Mayor Clark called for public comments.

Robyn Hahn (Kirk Hahn and Shrinivas Hosur yielded their time), said we are opposed to the rezoning of these plots. We believe the CB zoning protects the surrounding neighborhoods and allows for businesses that will not detract from the communities while not presented hazardous materials or undue noise. The 80' buffers are for the protection of our homes and community. Classica has built a desirable upscale neighborhood in Oak Farm. Sixty-one families have moved from across the country to live here looking for a farm-style country community. Why would anyone in the future choose to purchase a premium homesite in Huntersville if the town is going to allow the next developer who comes along to change the zoning of the surrounding properties to a designation which would decrease the value of their home.

We moved into our home in 1990. Within the first couple of years that we lived here we began to notice a white powdery substance falling from the sky onto us and our property. We found out that the property at 11235 Sam Furr Road was burning hospital waste and the powder falling on us was the soot from the burned materials. How can we be assured that with the zoning change something just as repugnant and dangerous does not happen again? Additionally, we are concerned about the natural erosion that will occur with more trees and undergrowth being removed. With the recent water additions to the creek running through this property, our property has experienced damage from the increased creek flow. Our fence which borders the creek and has been standing well beyond the 35 years that we have owned the property was eroded away this year and fell into the creek.

We also have concern about using the Oak Farm entrance as an entrance to Lot D. When Classica petitioned for the Oak Farm entrance, they requested a waiver for the Huntersville required separation of the two lanes of traffic by a median between the two lanes. They requested this exception to maintain the country lane appearance of the development. They wanted the residents to feel like they were coming home. The town allowed this exception. There is no separation between the two lanes of traffic and no widening of the road at the entrance. There is just enough width to allow two cars to comfortably enter and exit the community. If Lot D uses the Oak Farm entry, this will mean that delivery trucks will be using this entrance daily, posing an additional hazard for residents attempting to leave and

enter the development. At the very least the entryway should be widened and a median should be installed to keep trucks from running over residents.

When the development was being built, our mailboxes were at the end of Oak Farm Road where it meets 73. It was a routine occurrence that our mailbox and the guardrail bordering 73 was run over by trucks leaving the development. It was replaced multiple times. What is there to protect residents sitting at the end of the road trying to turn onto 73 from being runover by trucks trying to turn in. Additionally, it is difficult with the current traffic load to get onto Highway 73. The addition of Ambassador Academy directly across from Oak Farm Lane, the opening of Symphony Park and the additional warehouses being built at Jamesburg add a whole new degree of difficulty of entering and exiting the community. Additional vehicular traffic onto Oak Farm Lane would greatly increase this difficulty.

Recently due to the accident on 73, traffic was diverted from 73 onto Oak Farm Lane. The diverted drivers became lost in the development and could not find their way out. It was mass pandemonium until 73 was reopened. Drivers drove round and round the roads trying to find an exit. Daily people drive through our development looking for a shortcut and become lost. Just last week we observed someone driving the wrong way on Oak Farm Lane which is a one-way street. Adding business traffic will only compound this problem.

Oak Farm is a quaint country-style development. Each day children play along the streets riding their bicycles and skateboards. Residents walk their dogs and walk to the mail house. Families take morning and evening walks stopping to chat with their neighbors. They gather along the road to exchange pleasantries and enjoy their surroundings. This is not a place to increase traffic. Your roads are too narrow. Increased traffic will create a dangerous situation for the children wishing to play in their community. The community-shared common areas and playground are surrounded by the roads of the development. Increased traffic increases the chance that a child will be hit by a car while simply trying to enjoy the amenities provided by the development. By adding this traffic, you create an unnecessarily hazardous environment for our families. These tracts of land were purchased as CB and should remain CB. The plots should all use the same common entrance.....I just learned that you can't do that. I was hoping that they could use the same one that Plot C is using.

Ed McCormick (Beth McCormick and Chris Robson yielded their time) said I'm a resident of Northbrook that we've been looking at here on the screen. I'm also a member of the Northbrook HOA. I have lived in Huntersville for about 2 years now. I moved up from South Carolina. Before I get started, I just want to take a second and thank you all because I know it's not fun sitting where you are sitting and very few people step forward to do the kind of roles that you're doing, so I know you're in a tough spot.

You haven't heard from Will DuPriest yet. He's the spokesperson for the Oak Farm development. He's going to give you a pretty good overview on how both developments totally align on a desire to see no change made to the zoning – no SP, no variances, leave it as it is. I'm not going to repeat any of the stuff that he's going to talk about.

I'm going to talk a little bit about the impact on us like you just heard. Quite frankly, I'm even more nervous now after hearing the presentation earlier on where there was a resident in here from another development who said all the stuff the Town promised ain't happening. That's very scary stuff because what we just heard is we don't know if there's a fence, we don't know if this will be allowed, it could be that, it might go there, we might need a bridge. There's a lot of unknowns associated with this project. We do know this project is going to redefine Oakbrook and Northbrook, because whatever goes in front

will be our new designation. It's the development down there behind the medical facility. It's the development down there behind the landscapers. We are going to lose the name of our street. It's no longer an entrance to a development, it's an entrance to a business. It happens to have a residential place behind it. That's really painful to have your home identified as the one behind the warehouse.

More importantly let's talk about traffic for a minute. We all live here and we know getting out on Sam Furr is a challenge. Adding these facilities which are already zoned to be added in some capacity, will add traffic. What goes on those lots will determine how much traffic. We have no idea what we're putting on those lots. We did hear tonight the daycare, so we know 30-40-50 moms, dads, nannies will be dropping off children and picking them up. That's another 40-50-60 cars trying to get on and off Sam Furr, which is very difficult to do, so what are they going to do. Well, a lot of people in Huntersville have figured it out, cut through Northbrook, get on McCord and go around that mess. We've lost a streetlight, we've lost a tree, we've lost a traffic pole and we had a kid hit in Northbrook already. There's a lot of cut-through traffic. This is just going to add to the cut-through traffic.

The other thing that is interesting is the architectural renderings, but the residents don't see that. That's what you see on the road as you zip by at 50 mph. We're looking at the back of these facilities where the dumpster, the compactor, the trailer, the utility trucks, the pallets and all the other goodies that go behind these buildings will now be what we see. And the tree canopy, although it looks great on the diagram, a lot of those are deciduous trees. All them leaves are coming down and we get a bird's eye view of the back of these facilities, the parking lots. It's a problem there for us from that standpoint.

The other thing is not knowing what's going there. What if there's a fairly large landscape company that rents one of these facilities. Workers start between 5:30 a.m. and 6:00 a.m. in the landscape business. They are going to be over there dropping off their cars, picking up their trucks, we have noise to contend with, so we have concerns about our identity, concerns about traffic, concerns about what we are going to have to be looking at.

We have nature trails or walking trails all along that creek right now. Those trails are now going to be a path to the parking lot. We'll be looking at the backs of buildings. We can take a nature trail to see a dumpster. This is not what we had in mind when we moved here and those trails were required by the Town of Huntersville, so these will be walking trails to parking lots.

The last thing I wanted to comment on because I learned a lot tonight listening to the presentation, is this whole issue of a dog park on 73. The building is 100,000 sq. ft. on Parcel C, requires 24 spaces. There's 24 spaces on that thing so it does meet the parking requirement, but that's for the building. Where are all the people going to park that want to come to use the dog park that's going to be put in. Are they going to park down at the warehouse and then have to walk down to the park. A lot of them might wind up parking in our neighborhoods, being it Oak Farm or Northbrook, to get to this dog park. Putting a dog park on a storage facility lot feels like we're putting a swimming pool at the North Meck Recycle Center. It just doesn't make any sense to me. Just because you can, doesn't mean you should, and I have a concern about that and the way this whole project is unfolding.

Our desire is leave it as it's zoned unless there's some very specific decisions like that's going to be a daycare facility. That's a decision....he stated the contract is signed and it's allowable as it is right now, but the SP zoning allows a lot of interesting things to potentially come in on this property and since we don't know what it is I don't know how you can approve it.

Noelle Burton – Passed.

Will DuPriest (Carol Power and Bill Power yielded their time) said I live in Oak Farm, Huntersville. The Oak Farm community is united with the Northbrook community to oppose this rezoning proposal. Our joint petition has 315 signatures, nearly two for each household stating our objections and concerns. Is this exception-riddled proposal a community benefitting, super imaginative, employment generating, environmentally friendly, knock our socks off design warranting so many exceptions. Nope, it's another mini-storage. The numerous issues in the exceptions you are being asked to make from our point of view are the applicant wants you to allow zoning intended for noise, smoke, fumes, odors, glare, commercial vehicle traffic or similar nuisances that diminish the use and enjoyment of nearby properties next to neighborhoods that set aside significant natural vistas and landscape features for permanent conservation. That's straight from the definitions of SP and TR. That's not land use. That's not mixed land use. That's oil and water, just to enable a mini-storage where there's one less than a mile down the road. Really?

The Staff Report says that the proposal is inconsistent with Policy LU-11 protect existing housing stock. The housing stock is us, our homes and our quality of life. So please, protect us.

Let's talk about the view, although it's 382' from the site to the nearest house, most of that is open field because of those drainage areas right there. But the hiking trails are immediately adjacent, so if you allow him to take away the trees on his property, then there goes the lovely natural vistas. Mixed-use under SP is not just about sight line though. It's about sound and smell and smoke and ash. Anyone remember the unpleasant smells on Eastfield Road across from Skybrook development? That went on for years. We don't want that. Robyn has already spoke to the ash.

The applicant wants all four lots as SP even though Lot C is the only one with a purported SP use, the mini-storage. The Staff Report says that Lot C, the mini-storage, doesn't align with policy for strategic economic development plans for employment generating uses. You heard, it's only four employees. Further, the staff recommended that Parcels A, B and D should align with the original 2018 rezoning, which was CB and with the economic development plan for employment generating uses. Okay, we agree, let's keep them all CB. Well, but, what are some of those uses you get with SP. While we saw a little bit of smoke in mirrors up there about what are the available uses under right to use versus conditional. If you approve this under conditional, he gets to build outdoor theatres, residential recycling centers, transfer stations for organic and inorganic waste, yard waste intake and processing, solid waste incineration and then all the special uses are on the table right now. We didn't hear anything about anything being taken off the table further than that before this meeting. That's all new tonight. Oh, we'll take the special permits off. We didn't know about that. Why even consider SP with exclusions and open Pandora's box. Why don't you keep it as CB and have him ask if he can put retail on there. Flip the script. It's a lot safer for us. It makes us feel a lot better.

Reduce an 80' buffer to 35' between the mini-storage and the neighborhoods and the natural areas. While our Zoning Ordinance 7.5.7 says the plan reviewer shall not, those are pretty strong words, shall not, alter the requirements of the buffer yard unless the developer demonstrates that existing features, deciduous trees, and any additional buffers, none being supplied, will buffer the proposed use as effectively as the 80' buffer yard would. Well, this proposal simply clears the land. You can see it, he just rips all that land out, 35' of trees is not as effective as 80' of trees. We ask that you deny the request for decreased buffers and the request for SP.

The applicant might say that without these concessions, business ventures may not be viable on Lot C. These lots have been CB with buffer restrictions and the adjacent creeks have been there for decades.

Surely the board in 2018 knew that Lot C might become an infill lot. When they approved the 2018 zoning, the applicant must have known that or should have known that when purchasing the land back in October. He already knew he only had 130' to work on, but he bought it anyhow. Just like we were told when we purchased or when we complained about this at first that we should have known that the land was commercial property when we bought our houses. You should have known. Well, he should have known. Why should the families of about 180 homes now bite a bullet for one applicant's business goals.

We've already talked about the waterflow. Robyn spoke to that. The Ambassador Christian School is just across Sam Furr Road. This proposal will subject those children to the same risk of noise, smoke, fumes, odors, glare, commercial vehicle traffic or similar nuisances. The proposal and the TIA don't address the school.

The applicant's own TIA shows numerous adverse impacts which it says must be remediated prior to the NCDOT/Sam Furr Road Improvement Project. But wait, it's worse, the TIA only addresses the mini-storage traffic, not any of the other allusive uses on Lot A, B or D.

The applicant wants to build on that 40' thoroughfare, which I don't know, it kind of just was smoking mirrors again. They have nothing solid to tell you how that's really going to work. The applicant still has signs up for sale for all four lots for industrial use and it's on a website with a local real estate agency for 250 percent more than the purchase price from last October. It appears that the applicant is not even fully committed to this project. We're confused as to what the real project or objective is for this land and maybe you are now too. What a mess. We can't imagine how this proposal is justified. So many waivers or changes to policies and laws. Ordinances are laws. That is not employment generating contrary to community planning that adversely affects the quality of life for Northbrook and Oak Farm, impacts traffic for four towns and prioritizes one LLC's goals over the community's values. We ask you to summarily deny this application with prejudice. Build CB with no variances for buffers.

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

Petition #R24-03. Mayor Clark called to order public hearing on Petition #R24-03 Long Creek Retail, a request by Saleh Moflehi of TA&S Enterprises of NC Inc. to rezone +/- 4.39 acres located at the intersection of Mt. Holly-Huntersville Road and Beatties Ford Road from Highway Commercial-Conditional District to Highway Commercial-Conditional District for an amendment to rezoning #R08-01 for a convenience store and retail/commercial use development.

Jesse James, Principal Planner, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 11.*

On the screen you see the rezoning map and it shows the site in that purple hashed area. It's two parcels. They are looking to amend the R08-01 rezoning which was for a drug store and another retail building and this ask is for an amendment to that to add a gas station to replace the drug store and have two retail buildings and you'd be going from Highway Commercial – Conditional District back to Highway Commercial – Conditional District with a new site plan.

On the screen you see the existing conditions context map. You see the subject parcel at the corner of Mt. Holly-Huntersville Road and Beatties Ford Road for the three buildings, one gas station and the two commercial buildings. You've got single-family to the north, an approved CD plan for a mixed-use

development to the west. You've got some storage and some more single-family residential in mainly a Rural district.

R08-01 just a more clear vision of what that was approved for. There on the corner you see the Commercial No. 1. That is the drug store that was approved with a drive-through and then Commercial Building No. 2 is about 13,500 sq. ft. That would be any type of commercial use in Highway Commercial, office, retail and then the elevation for that drug store is there on the top. It kind of shows the elevation that was approved back in 2008.

Again, this request is to have that replaced with a convenience store with a fuel canopy, three buildings in two phases and a public street connection which was also in that previous rezoning that goes back to what was approved for Mosaic Senior Living. That plan has not been brought in for construction, but that road did carry over to this request.

When staff reviewed this site plan for the three buildings, there were some concerns with several areas, one being the modification request to the north of the 30' buffer. Our 30' buffers are required to be vegetated, so you grade around those. The applicant has requested to grade into that buffer due to topographic constraints. Our issue with that ask is those buffers after being graded are at minimum a 2:1 slope, so we've got questions as to how that buffer would be replaced to the intent the ordinance requires. There's also a buffer needed for the north border against a single-family residence. That is there to the northwest and they just show a 15' buffer with no modification requests. That would be a requirement for a modification and again they have approximately 2:1 slope there which we have questions as to how you would plant or meet that intent of a buffer.

We've got some comments regarding additional screening around parking spaces and fuel canopies and things like that. One of our main concerns, too, is the plan shows the convenience store building with a gas canopy and the second building is Phase 1 and the street section with the second phase as Phase 2 but there's no call-out as to how or when these would be constructed. Our recommendation would be at least to have that street built and the driveway connection over to the first phase, but we just need more clarification as to how that phasing will work. Will Building 2 and Building 1 be built at the same time, when would Building 3 come into play, so those are some questions we have.

I haven't seen an accurate tree save plan to date. This plan that they do show doesn't clarify some of the trees on site, but they are showing no saved trees on site, so we have concerns regarding that. Building 3, the Phase 2 building there to the west, there's no elevation shown in the plans so we would like to have clarification as to what that elevation would look like and then this also the TIA was deferred. There is a TIA required. It was deferred to NCDOT. They have several comments and there's some requirements that they will have along Mt. Holly-Huntersville and Beatties Ford Road.

Looking at those modification requests and the needed modifications, you can see there behind the first phase and part of the second phase and that 30' buffer they have asked to grade, you can see that's a really steep slope there in that 30' buffer width so we just question how plants would last there and how you would get creative in meeting that intent and the same goes for the second buffer on that northwest side.

The elevations they did provide for the gas station do meet our expectations. There is some good modulation on the roof, a lot of windows. It has kind of a rural farmhouse type feel, architecture. That is the front facing Beatties Ford Road and the second building also facing Beatties Ford Road, same style.

We would like to see elevation or at least to be ensured that the third building would have a similar design.

Moving to the 2040 Community Plan. This proposal does support a mix of land uses in that Activity Center, that shaded area, that circle is the Activity Center called out in the 2040 Plan. That red is the subject parcel. It's in a Rural Conservation area and in the Activity Center so it does support that mix of land uses and integrating some commercial use into that corner, which is called out on the Beatties Ford/Mt. Holly-Huntersville Small Area Plan. T-3.1 calls for connectivity which this plan does show with connecting the street over to the adjacent parcel.

Moving to what the proposal does not support within the 2040 Plan, Priority EO-3 talks about prioritizing tree canopy, which as I've alluded to there's no tree save on the site and LU-8.2 encourages higher design standards, so one thing that staff would like to see in rezonings like this is incorporation of more adjacent parcels and in Activity Center it would be nice to have a larger land mass where you can have some residential mix with the commercial, maybe some vertical mixed use, so there wasn't that given in this site. We do believe that the elevations and the architecture they showed meet our design standards but as far as the note in the Activity Center, it would be nice to get an actual mix of uses as far as residential mix with commercial.

With staff's recommendation, we may be able to support this plan with some conditions and some revisions on the plan, more detail regarding the buffers, landscaping, open space, tree save and elevations of Phase 2, when those phasing commitments will happen, design that goes above and beyond the minimum ordinance requirements like incorporating this site into a larger plan including adjacent properties, parcels, with mixed-use elements and then there are some TIA comments from NCDOT, some minor comments that need to be addressed.

At this time we cannot support the rezoning without more information on the plans. That's all I have for this. The applicants are here and they have a presentation as well.

Commissioner Bergsman said I just want to make sure that none of the parcels of that area are part of the critical watershed, correct?

Mr. James said no.

Commissioner Bergsman said in the Staff Report there was a comment about there were places where the retaining walls conflict with needed landscaping. Can you show where that is?

Mr. James said I'm not great with the drawing part of the screen, but if you look on the screen I have on the board, this is the retaining wall here and there's not enough room between the.....that's the retaining wall area and there's just not enough room for vegetation for parking lot screening.

Whitney Hodges said I am here representing the applicant. *PowerPoint attached hereto as Exhibit No. 12.* I happen to also have been part of the original rezoning. We agree with a lot of the things that have come out of the Staff Report and will be able to provide those by Planning Commission. We've kind of put those up of what we can agree to. The elevations are slightly a bit of a challenge, but we will have something to the Planning Commission by the 27th. There are two owners to this parcel. There's always been two owners to the parcel. When it was originally developed it was under one contract. It is not that way now so we're trying to kind of maneuver through that and make sure that everybody is on the same page because when you enter into a conditional district rezoning you kind of enter in together as a

partnership and we want to make sure that everybody understands what was originally approved and then how we move forward. That's where we'll provide some clear definitions with that phasing plan. And then we are committed to addressing NCDOT's TIA recommendations.

Commissioner Walsh said there were a couple of and you may have mentioned that you're going to figure it out, but these two buffer issues, the one with the slopes and one that's the 30' buffer at the rear of the buildings and it's dropping 10' or 15' and I think it's a maximum of 3:1 slope and I guess what I think of is that going up, some plants being there and then a year later after some of the rains stuff washing the parking lots and going hey, there's not much we can do about it, so that would be a concern of mine.

Ms. Hodges said I would agree with that. I could have our engineer talk more about that.

Brian Upton said I'm the civil engineer for the project and yes, we are aware and will be providing some details as to how to establish the plantings. We're actually working through softening that slope up so that it's no longer 2:1, try to get it more 3:1, it might require some retaining walls along the edge of the parking lot in order to help achieve that but we are working through some details to be able to establish the plantings in that buffer to hopefully help prevent them from washing away.

Commissioner Walsh said I would encourage you to work with staff to make them comfortable with that.

Mr. Upton said yes.

Commissioner Walsh said the phasing questions, I know staff would like the buildings to look the same and you sort alluded to the fact that might be difficult but.....

Ms. Hodges said I shouldn't say that it's difficult, we just need to make sure that the Houston's who are the other property owners can also agree to that, so that we can make sure that that is there. I would love to tell you as one person, yes they can, but I want to make sure as a signed applicant that they understand what that means, too.

Commissioner Walsh said would you guys commit.....I know somewhere in the Staff Report it talks about the Phase 1, Phase 2, the full side path build-out being done prior to Phase 1 certificate of occupancy. I think they want the roads in and all the with the buildings.....

Ms. Hodges said I think that's one thing that the two landowners need to still negotiate.

Commissioner Walsh said I would encourage you to work with staff on that.

Ms. Hodges said definitely by final action.

Commissioner Walsh said what about the tree save. It says, I guess it's supposed to be 30 percent, but the rezoning plan saves no specimen trees.

Ms. Hodges said because there is a lot grading for this site, I think that there will be some tree mitigation that will be necessary. Again, with two owners, I want to make sure that they understand what happens between that mitigation so that staff is very comfortable with how that mitigation plan goes and so I think we just need a little bit more time to sort those details out.

Commissioner Dumas said I notice in your image here that there's a turn-lane coming down the street. Who is responsible for....do you plan to do the construction on that turn-lane and add a turn-lane in there?

Ms. Hodges said yes.

Commissioner Dumas said I'm going to ask the same question. Would you consider solar panels on the buildings?

Jeff Moflehi said if it's doable we will do it. Basic economics and basic functionality and we're looking into it. If anything of that nature would work, we'll definitely adapt it.

Commissioner Dumas said we're currently being asked to approve this with one building.....we wouldn't know anything about the design or occupancy or anything like that.

Ms. Hodges said this is the public hearing, so we're also collecting from the public and taking that back so that when the final action comes, you guys can make better decisions. What we are asking at the public hearing is we really think that the buildings can look very compatible but we just want to make sure that we can get that commitment into writing on the plan and so that would be coming back to you at final action.

Mr. James said I think part of that, too, so what they have asked for is Buildings 2 and 3 that they are a use that is compatible with Highway Commercial zoning and staff is comfortable with that. We just want to know what the elevation of the building would look like as compared with the development.

Commissioner Dumas said so, that's Buildings 2 and 3, so there's a gas station and then Buildings 2 and 3 and so we have.....

Ms. Hodges said the second building is the building we control. The third building is on a piece of property that the applicant has signed the application so they're a part of the application. I just want to make sure everybody agrees to the suggestions because this is a gateway into Huntersville and we really much understand that the elevations need to be on par with what has been established in a lot of planning efforts for a couple of decades. That is just something that we just need to make sure.....I want to make sure the other owner's representative in the room, too, and so I want to make sure he's okay with that, too.

Commissioner Dumas said but we don't know what it could be in those other two buildings.

Ms. Hodges said the original rezoning limited the uses and so that's really one of the reasons that we are here is because one of the uses was for a drug store with a drive-through and we would like to change it to a convenience store. So that limitation of uses still remains. We're not changing any of that, so it didn't open it up to all Highway Commercial uses. It did have some limitations.

Commissioner Dumas said that's Building 1?

Ms. Hodges said all the buildings. The whole plan contains all of those restrictions. Those are not changing. In 2008 when the plan was originally approved it limited the uses. There were some uses that

came out, but one of the uses specific was a building that said a drug store. That one building we would like to change to a convenience store. Everything else in the original plan remains the same.

Commissioner Dumas said what can go in those other two buildings?

Ms. Hodges said retail and commercial uses.

Commissioner Quarles said you guys will be coming back to us. Across the street from this proposed project there's a retail shopping area and I know that there's a police tower that constantly stays in that area because of crime in the area and you go further down to Mt. Holly-Huntersville Road and Harris Boulevard there's a commercial area there with a gas station and I'm pretty sure they said that gas station had been robbed about three times in the last four months. When you guys get back with us will you give us some type of report from the City of Charlotte because those are on the Charlotte side of Mt. Holly-Huntersville Road versus Huntersville, so I'm very concerned with the crime in that area, bringing the Charlotte crime into Huntersville.

Ms. Hodges said I will do my best effort to get that to you.

Mr. Moflehi said the stores we develop are state of the art stores. We build the latest and newest Circle K designs. We have two developed sites we just opened less than 6 months ago in the City of Charlotte. You are welcome to take a look at them. We've been awarded as the top franchisee of Circle K in the country, so we are proud of what we do and we do it right and make sure the sites are clean, well lit, secured and it's not going to be a crime scene at all.

Commissioner Quarles said I appreciate that, but I do know that there are some teenagers doing circles right in the intersection of Beatties Ford and Mt. Holly-Huntersville Road, so a nice facility like that could bring on additional traffic and that would be my concern, if you could give me some type of crime report from Charlotte in that same area.

Mr. Moflehi said we'll try to get you that, but I just want to make comparison we keep it well secured, overstaffed all the time, open 24 hours, minimum shift is 4 to 5 people working there, monitoring the store inside and out, cleaning trash.....lights and that deters bad behavior.

Commissioner Bergsman said I'm glad to hear that it seems like you are very amenable to working with the staff recommendations and trying to meet this as much as possible, so that's fantastic because I pretty much agreed with everything staff said in their report. The only thing that hasn't been asked yet that I'm really curious about is when looking at.....there's two entrances – one off of Beatties Ford Road and one off of Mt. Holly-Huntersville. When oil tankers or you know.....come in to replenish gasoline would they be using the one on Mt. Holly-Huntersville.

Ms. Hodges said this is the delivery truck template of how that would work because that question actually came up in our neighborhood meeting and so we wanted to make sure that we had that there for you.

Mr. Upton said the plan would be for the truck to enter in off the Beatties Ford Road driveway, circulate in through the site and then it could exit out through onto Mt. Holly-Huntersville Road. Because of the improvements we're having to do, left-turn access is going to be restricted leaving the property on both Beatties Ford Road and Mt. Holly-Huntersville Road so it sort of necessitates the truck being able to get

back to the intersection so it has two driveways to be able to get back so it can get back to where it's got to go.

Commissioner Bergsman said thank you for explaining that because just looking at that I still don't understand. I just kind of want to clarify a point from earlier. Did I hear you say that in regards to the buffer and the slope that you think that there's a possibility of getting it closer to the 3:1 versus the 2:1?

Ms. Hodges said that's what I heard from Brian, so that's what we are going to try to work for. I had some other slides about some examples of urban open space that we want to make sure.....just some examples of what we would envision kind of the urban open space.

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

Petition #TA24-06. Mayor Clark called to order public hearing on Petition #TA24-06 "Farmhouse Cluster Changes," a text amendment request by the Town of Huntersville Planning Department to amend Article 3.2.1(e), 3.2.2(e), 3.2.1(d)3(c), 3.2.2(d)3(c), and 12.2.1 "Open Space" of the Huntersville Zoning Ordinance to make changes to Farmhouse Clusters and Open Space.

Nathan Farber, Senior Planner, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 13.*

I will be discussing TA24-06 Farmhouse Cluster Changes. To start I just want to do a quick background on Farmhouse Clusters. They are only allowed in the Rural and Transitional Residential zoning districts. They allow a max six lots on a minimum of 10 acres, and we do allow two farmhouse clusters to be developed together. They are only allowed using privately maintained driveways and they require 50 percent open space to be set aside. They are also considered a minor subdivision.

The 2040 Community Plan says that the purpose of Farmhouse Clusters is to create subdivisions that sensitively integrate with the Rural environment and currently the Zoning Ordinance requires that Farmhouse Clusters shall maintain a generally rural appearance from public roads. Historically, we have interpreted this to mean that a buffer along the road should be provided, though it is not required, and we have also usually been able to get at least a 60' buffer with all of our past Farmhouse Clusters.

Staff is proposing to require an 80' buffer for Farmhouse Clusters. This change is to remove any subjectivity and make it easier to communicate to applicants on what is exactly expected. This proposal is also to help ensure that the Rural and Scenic natures of many of our roads are preserved. We are also going to propose to add greater flexibility to the design of the buffer, to better reflect the rural nature of the development. To do this we are proposing that if there's any existing vegetation then the buffer may not be disturbed. If there is no existing vegetation then you may either plant a buffer made up of the required planting, which you can see the requirements for highlighted in yellow or you can use the existing Meadows or Fields with a mix of softscape or hardscape elements to enhance the existing rural scenic roads. Some of these examples include stone walls, split rail fences and vegetation. Up on the screen you'll see a couple examples of this from existing properties within the town. Here's one with split rail fences and another one with a rural farm and a stone wall. If this road is used, all the homes would have to be screened using a semi-opaque screening.

Now moving on to open space and tree save. Open space and tree save can currently be located within private buildable lots within Farmhouse Clusters. On the right you can see an example of an approved plan for a Farmhouse Cluster where the natural open space and the tree save is located in the rear of private buildable lots. The problem that staff has been running into is that this often results in open space and tree save being disturbed. This has created an enforcement issue as well as the unfortunate loss of mature vegetation. On the left is another example of a Farmhouse Cluster where the open space delineation can be quite confusing especially if you owned one of those lots, everything outside of the yellow is undisturbed open space and as you can see based on the photo to the right, that open space has been disturbed and here's the before and the after.

Often homeowners assume that the property that they own they can do whatever they want within it. Unfortunately, in Farmhouse Clusters a lot of the open space and the tree save is placed inside their lots so they may not realize that they can't clear their lot to their liking or build their dream pool or future project.

Staff is proposing to remove the ability to place tree save and open space within the private buildable lots and again the purpose is to make it easier for homeowners to understand what they can do within their own lot and it's also to better save our tree save and open space and provide that higher quality that the 2040 Plan calls for.

Along with this text amendment, we are also proposing to remove Farmhouse Cluster from the Open Space definition so that it better aligns with all of the previous changes I've discussed.

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

Petition #TA24-07. Mayor Clark called to order public hearing on Petition #TA24-07 Accessory Dwelling Units in General Residential, a request by the Town of Huntersville Planning Department to amend Article 3.2.3(c) of the Huntersville Zoning Ordinance to remove the family-only occupancy requirement from the General Residential zoning district regulations to achieve consistency with the rules governing ADU's in other residential zones.

Patrick Patterson, Planner II, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 14.*

Quickly, what an ADU is in case no one knows. An ADU is an Accessory Dwelling Unit. It's a smaller, independent residential dwelling unit located on the same lot of a standalone single-family home. Here are a couple of examples of the most common that you would see.

Accessory Dwelling Units are permitted by right with conditions in every residential district in the Town of Huntersville. In the General Residential zoning district, though, the Zoning Ordinance states the following about ADU's. They are permitted by use of a related person. This is the only zoning district that has that caveat, so staff is proposing to remove the language that limits ADU's to related persons in order to be consistent across all residential districts. The text amendment will include striking "or use by related person(s)" in order to align with all the residential districts in Huntersville.

Commissioner Hunt said can you or Brian talk about how ADU'S chip away at the problem of missing middle housing?

Brian Richards, Planning Director, said it's just a tool that can be utilized. We don't see it too often in Huntersville, but there is a real challenge out there, folks being able to find affordable housing in the Charlotte market and it's going to continue to grow. Again, this is just something that we can utilize to try to help affect that small chip. We will be introducing other language throughout the year to help combat that. Right now, this is just one of those things that we can do that's low hanging fruit – pretty easy.

Commissioner Hunt said do we expect there to be like an influx of ADU's, like people coming forward to say I want to build an ADU on our property? Are you expecting an influx of that if this change were to go through?

Mr. Richards said no, we've allowed these since 1996 and there's just not a whole lot of them out there. I would not anticipate this one change bringing on a large influx of these units.

Commissioner Hunt said can you maybe talk about some individuals who would benefit from ADU's – any particular age groups or even the landowners themselves?

Mr. Richards said typically what you will see is elderly parents moving back in, kids coming back from college that don't want to move in the house, you can do that. You don't see too many short-term rentals in town, especially with this. I know that was a concern from some folks throughout this process, but really young couples starting out that can't afford to buy a home but do want to live in Huntersville or they work here or nearby – school teachers, nurses.

Commissioner Hunt said so it's just creating more housing diversity – more options for people.

Mr. Richards said correct and again staff does not anticipate you're going to see a lot of these come in. You'd still have setback restrictions, HOA's can regulate these things as well, impervious restrictions throughout town, there are a lot of limiting factors, so again I don't think you'll see this on a widescale everybody's going to build an ADU. They're very prevalent in other areas of the country – California, Portland, those type areas in lands restricted. It's very difficult to develop here. We still have a lot of greenfield development, so again we do not anticipate a large influx of these, but they are options.

Commissioner Hunt said it also helps to combat the problem of like suburban sprawl.

Mr. Richards said correct, every little bit counts.

Commissioner Bergsman said I was kind of surprised when I learned that this is written this way because I have lived in a lot of places and I had never heard of it being restricted to folks in their family only. I just wanted to check because this went before the HOAB and was that a 7-1 vote in support.

Mr. Patterson said correct.

Commissioner Bergsman said that's all.

Mayor Clark called for public comments.

Lee Hallman (Amy Hallman yielded her time) said I'm speaking to you as a resident of the GR zoned neighborhood Sherwood Forest. Let's talk about the staff's recommendation to modify accessory dwelling unit restrictions in General Residential zoning. When I first saw this, it was like ADU's aren't

something I get passionate about, but when I saw the reason given for the modification, attainable housing, my dog whistle ears went up. I was going to get up here and just rift, but the more I thought about it, the more I had to say and I figured I needed to write this down so get ready for a monotone speech.

There's a reason we have several different residential zoning districts and it should be that the rules vary between them, otherwise we'd only need one.....you know, diversity. Let's test why the use of ADU's in GR are restricted to primary owners' families while they are not in the other residential zoning districts. I suspect this was intentional due to the vulnerabilities in GR that don't exist in some of the other zoning districts for the following reasons. GR is the oldest residential zoning district in Huntersville. Most of the neighborhoods in GR are at least 30 years old. Many are 40-50 years old, long before HOA's were prevalent. Many HOA's have governance around ADU's and rentals. GR neighborhoods intentionally have lower densities than new neighborhoods with most of the lots being one-half to one full acre, plenty of room to add ADU's.

TR neighborhoods contain housing stock with the nearest level of attainability due to the age and often smaller size. I would guess the average resale price of a house in GR is lower than the overall town average. I know this to be the case in my neighborhood, in Greenfield Park and in Shepherds Vineyard. When ADU language was added, I suspect some or all of these points were considered when adding the language to prevent rentals in GR and I'll bet Jack had something to do with it.

Now on to attainable housing. First, I need to propose that rental property, while part of our housing stock, is not the target of the attainable housing issue. Home prices are, specifically entry level home prices. Most families starting out would like to see their home expenses build equity in something in order to avoid working for the rest of their lives. If the rentals are part of the attainable housing issue, then we need to address rental rates. Will ADU rents be less than apartments? Maybe, if they are low quality, I guess. Is that what I should expect to see from my backyard. What should be asked is does this adversely affect the quality of life of Huntersville residents – you know, those living here.

Yes, I admit, I'm literally pitching to you NIMBY. This looks to me like a backdoor way to put multi-family in single-family residential zoning. I can see a developer lacing a few of these properties together then going to Home Depot and buying a few barns and window units and opening a compound. Planning staff has long salivated over the possibilities of freeing up space in GR neighborhoods to grow density in those areas. I get it, planners be planning and I'm sure the intention is to allow some retired couple to build a structure in their backyard that they can rent out and supplement their social security income yet fairly innocuous but unintended consequences. We know that no good opportunity goes unexploited especially in the real estate world. You've now converted residential property into commercial with a revenue stream. By adding the ADU structure, you've increased the property value, pushing it out of the attainable level and by adding the revenue stream you've invited corporate and absentee landlords to participate.

I've got no solution to the attainable housing issue, but I do know the cause and it's not the housing stock shortage that followed the 2008 crash. This goes back to wage suppression, corporate greed. With the exception of this one example, my first job 50 years ago was working at McDonald's for minimum wage, \$1.80 an hour. The average inflation rate over those past 50 years is 3.8 percent per the Bureau of Labor Statistics. Escalating the minimum wage by only the inflation rate says that the minimum wage today should be \$12 an hour. Instead, you know it's \$7.25. If you extrapolate that disparity across all the entry level jobs for young adults, then the problem is obvious. Everything costs more except labor. That's wage suppression. Where did that missing value go. And we know due to the

communicative powers of laws of value, I made that up, it winds up in the pocket of corporations leaving stock buy backs which promotes the transfer of wealth to the executives and shareholders. Yes, it's in your 401K and it's in my retirement account, but it bleeds across into the government, too, seen by the workforce housing problem. Sorry, but our tax rates are too low, they are artificially low due to underpaid police, fire and teachers etc. So yes, it's a big problem. It's going to take a big global level solution.

This is not Adam Smith's capitalism, but it is where capitalism has led us to full blown corporate capitalism. Attainable housing is not something Huntersville can fix and I get it, this is an attempt to do something rather than nothing. This has the potential to cause more problems before it can do any good. However, being a nationwide problem there are a lot of municipalities out there with a lot of good ideas that we need to explore. In doing so, we need to run it through one filter. Does this protect and improve the quality of life for the residents of Huntersville. Deny this text amendment.

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

Petition #TA24-08 Family Care Home. Mayor Clark called to order public hearing on Petition #TA24-08 "Family Care Home," a request by the Town of Huntersville Planning Department to amend Article 12, Section 12.2.1 of the Huntersville Zoning Ordinance to update the language to specify where a Family Care Home's one-half mile radius distance is measured from.

Patrick Patterson, Planner II, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 15.*

Here's a definition from our Zoning Ordinance of the Family Care Home. The first sentence kind of defines it. It's a home with support and supervisory personnel that provides room and board, personal care, and habilitation services in a family environment for not more than six residents with disabilities. It then goes on to list what that is.

Family Care Homes are permitted in any district which allows residential use. No new Family Care Home is permitted within a one-half mile radius of an existing Family Care Home per our ordinance. The proposed text is just looking to clarify where that exclusive radius is measured from. Staff is proposing to update the definition to specify where that Family Care Home exclusive radius is measured from, as well as some updates to some of the language in the definition.

Here's our current Family Care Homes in Huntersville. In red are the active ones and we still have some of the inactive ones in black.

Commissioner Bergsman said I'm going to throw a curveball out because one of the things I've been thinking about with this is that state law gives us the option to put in the restrictions, like the one-half mile radius, but it's not a requirement, so I've been wondering why are we doing that to begin with.

Brian Richards, Planning Director, said I was not here when that was put in place, but I would imagine it's just to limit so you wouldn't have too many of those in consecutive lots, those types of things. That's just pure speculation.

Commissioner Bergsman said Family Care Homes don't involve folks who have a past history of violence or anything like that, so I mean it's just something I kind of want to throw out there for the rest of the Board. I don't see any issues, especially with the language changes in what you've proposed to clarify,

but I would like to have some further thought on whether or not we need to have that restriction to begin with.

Mr. Richards said we'd be more than happy to go get a survey of other communities and see what their restrictions are and then we can give you guys a comparison.

Commissioner Walsh said how do we currently measure them and how is the new one done?

Mr. Patterson said I believe currently we measure them from a point created on the home, I believe it's the master bedroom. We're not looking to move it to where the property lines can join. Property lines don't, a home could be placed anywhere on the property, so we just wanted to have it from property line to property line.

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

Petition #TA24-09, Building Separation. Mayor Clark called to order public hearing on Petition #TA24-09 Building Separation, a request by the Town of Huntersville Planning Department to amend Article 8.10 and Article 12.2.1 of the Huntersville Zoning Ordinance to closer align our rules regarding building separation to North Carolina Building Code Standards and North Carolina Residential Code Standards.

Patrick Patterson, Planner II, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 16.*

This is a text amendment regarding how we define building separation in our Zoning Ordinance. Currently, building separation is defined as the following. We have a minimum building separation of 10' between detached principal structures and a 4' building separation between accessory structures or detached accessory structures.

One of the origins of this text amendment is we were looking to figure out what the origins of this 10' and 4' were and we also wanted to compare with what other people are doing. One of the biggest comparisons is Building Code standards. We have our Zoning Ordinance and then there's the Building Code as well that regulates these things. We found that these weren't necessarily matching up. While Building Code standards did have much more of a robust standard set, ours seemed to be a little bit more arbitrary. Staff is looking to revise the building separation section of the Zoning Ordinance to align with Building Code standards. It's also going to allow us to be a little bit more adaptable to future changes so as the building code updates, we can update automatically as they do and it also helps streamline a little bit of the permitting process as they will have to align with Building Code standards currently and onwards and so in the future they would just have to align with Building Code standards.

I'll do a quick little high level teaching lesson on what the building standards define as building separation. They don't necessarily have a set definition of building separation. They define it as fire separation distance. The easiest way to think about it is they use a scaling method. The closer the building, the higher rated firewalls you will need. Fire class rating is generally to stop the spread of fire. It's going to have your main three components that you are going to look at – proximity to the buildings, construction material, and then what they define as the occupancy or the use. Certain uses in buildings are going to be more flammable. If an industrial building has some sort of flammable material, there may be a higher fire rated construction needed. There won't be any sort of need to have any sort of fire rated construction if the buildings are placed appropriately, so fire separation distance is also required between principal dwellings and accessory structures. If you have a small 10x10 shed, there isn't a need

for a fire rated construction with that. ADU's and garages, though, do require some sort of separation or fire rated construction for that.

There's a quick table kind of describing what I just spoke about. This is in the Building Code. This is what building inspectors and building reviewers will generally use to figure out whether something needs fire rated construction or not. This proposed language will simplify our Zoning Ordinance by deferring to Building Code standards. We can be consistent with the state building codes. It allows us to be a little bit more flexible in site design. It's uniform so there's only one standard that applicants are going to have to worry about which is the Building Code standard which can help streamline some of this permitting process as well.

I also wanted to quickly discuss what this proposed language will not do. This does not remove setbacks for structures. Single-family homes are still going to have side setbacks which means they'll still maintain at least a 5' separation between lot lines, so you're most likely still going to get that artificial building separation from those setbacks. Accessory structures still have a 5' setback from rear property lines and have to be outside of that side setback, so it's not removing zoning requirements, as well as setbacks will still exist. Mecklenburg County currently and will in the future still review and inspect all structures for applicable fire separation distance, so they either review it and inspect it or inspect it throughout the building process to make sure that it is compliant. We are also adding the definition of fire separation distance to our ordinance to closer match Building Code language regarding building separation.

Commissioner Walsh said back a few slides it said no fire separation distance is required between a principal dwelling and accessory structure on the same lot, so if somebody had a detached porch or something like that, there's no longer a minimum separation with those if we adopt this.

Mr. Patterson said a detached porch or any sort of detached structure, so yes a small 10x10 shed would not require any sort of fire rated construction, but there is no distance minimum.

Commissioner Walsh said but currently we have one of 4'.

Mr. Patterson said 4'.

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

Petition #TA24-12. Mayor Clark called to order public hearing on Petition #TA24-12: Proposed text amendment to modify or remove uses requiring a Special Use Permit, affecting Articles 3 and 9 of the Huntersville Zoning Ordinance

Brad Priest, Assistant Planning Director, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 17.*

Petition #TA24-12 is in regard to special use permit uses and applying to modify some of the uses to other review processes.

Just a quick background. Quasi-judicial review is done by the Town Board. There's certain uses and things that are done by the Town Board to review, special use permits is one of them. Back in August 2022 the Town Board took the action of changing major subdivision from being reviewed by the Town Board being quasi-judicial reviews, having a subdivision hearing, for the lack of a better word, to

approve subdivisions. They changed that and made that a staff review only, so there's kind of been an effort for a few years now to kind of reduce the amount of quasi-judicial reviews, major subdivisions that were done by the Town Board.

So why is that. Quasi-judicial review processes are regulated by the North Carolina General Statutes and because of that it's very specific on what can take place and what cannot take place in that review. That causes some complex interactions between staff, the Board and applicants. When you have a quasi-judicial review, only information and evidence at the hearing of the Town Board can be considered for the decision. For instance, if the applicant wanted to come to the Town Board and say I'm thinking about this project, what do you guys think about it, that wouldn't be permitted. Or if adjacent property owners are saying did you hear about this thing coming next to my property, I want to talk to you about it, that's probably not appropriate either. It's very specific, very confined, and so the Town Board back in the day said let's try to go away from those types of review when we can. An example of that is the hotel process that we just went through in regard to the special use permit and even the Planning Board's recommendation, there was a lot of confusion about what can the Planning Board say, what is the Town Board going to consider in regard to the Planning Board. Some people were saying what are we doing here because the Town Board can't talk about it, so there was just a lot of confusion.

Staff is looking to try to reduce the amount of special use permits that come before the Town Board so we can reduce those awkward processes as much as possible. If we're looking at our ordinance, special use permits are really given to uses that have a greater than normal effect on adjacent properties. Traditionally things like landfills, airports, wind energy facilities, things that are going to produce noise, things that are going to produce smoke, things that are going to really need an additional level of review, so it's not just staff looking at it, it's elected officials looking at it. That's generally the purpose of special use permits. But going through our ordinance and looking at what is required for special use permit process, we see other things that may not need that type of scrutiny and that type of high review – dormitories, school in the Corporate Business zoning district, country inn developments, hotels.....things that may need some review, but not to the affect that something like a landfill or an airport or wind energy facility would.

This application is a three-fold request from staff to kind of go through and cut some of the special use permit uses and we do it in three ways. Number one is take some of those less extensive uses, ones that do require some review but get it out of the quasi-judicial review system and change it to a conditional rezoning district review. It's still required to be looked at by the Town Board, but not quasi-judicial, so that opens things up a little bit. This is not an extensive list of all the changes, but it gives a good example of the different ones, so again hotels, the ordinance says that if you're less than 250' from residential zoning you need to get a special use permit. Staff would change that to say you need to get a conditional district rezoning and then the Town Board would be able to look at it that way. The same for the height requirement. So that's one principal that we are asking for.

Number two, if you go into the ordinance, you see a lot of uses that are permitted with conditions and in Chapter 9 those conditions are extensive. There's 20. Sometimes there's 30. A whole bunch of requirements that those uses have to meet and you have to go get a special use permit. The thought process is that's kind of redundant. If they meet all those conditions, is there really a need to go through that special use permit process and have that confined process. Our answer would be no, let's change that and just let the conditions do the job and they would protect adjacent properties. That would be true with communication towers in the Rural district, banquet facilities in Rural and those temporary schools in CB.

Number three, there are some uses that text amendments were approved back in the day for specific uses in mind. Those uses were never used. They never came. They never got a special use permit, so let's just get rid of those and remove them. For instance, Par 3 or a commercial driving range in Rural. That was never done, so we're proposing to get rid of that.

An example, here's 9.45 of the ordinance. Down at the bottom where it says currently a special use permit is needed if you're less than that 250' from residential property, we just switched that out to conditional rezoning, as easy as that.

What you would see in the ordinance that we drafted, there are a whole lot of uses in Transit Oriented Development that were uses permitted with conditions and one of those conditions was if you're over these requirements, for instance if you're over 15,000 sq. ft. gross floor area, if you don't meet the minimum floor area ratio that far, if you're over 8,000 sq. ft. government building, you need to get a special use permit. Again, our idea is just put that as a use permitted by right, the conditions themselves; the square footages are already in the use description, just put that as a by-right thing and if you can't meet those square footages, if you want bigger then you go the conditional rezoning route and you ask for a modification of that because remember we just did a text amendment that allowed more flexibility for the uses and things like that. We just did that text amendment a few months ago, so now we have greater flexibility so now if someone wants to do a very interesting TOD, big uses, they want modification, they can come to the Town Board and ask.

In summary, we are trying to cut down those uses that the Town Board has to look at, but at the same time keep that higher level of review through the conditional rezoning process. The HOAB did look at this last month and recommended approval unanimously.

Commissioner Walsh said there were two that you're going to eliminate, a Par 3 and then I'm sure I'm the only one up here who doesn't know what a country inn development is. What is that?

Mr. Priest said the country inn development was almost like a banquet facility for TR. It was a hotel/event facility and there were a whole bunch of conditions to it. It was very specialized. It was an idea that somebody wanted to do. The text amendment was approved, but it never went forward, so it's just been in the ordinance for years.

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

OTHER BUSINESS

Labor Contract – Electrical Construction Work. David Lucore, Electric System Manager, said for your consideration this evening staff solicited formal bids for underground directional boring and underground services for labor for FY2525 and we are requesting approval to the low bidder, River City Construction.

This contract is basically a not to exceed. It's a unit contract, so the contractor only gets paid for whatever they actually put in, so we have a list of all the projects we expect to occur in FY25 and that's the basis for this amount. If projects are delayed and the contractor doesn't put everything in, they won't get paid the full amount. They only get paid for what they put in. We had three bids – Lamberts Cable and Splicing, Lee Electrical and River City Construction. River City Construction was the low bidder at \$2,380,961.

Commissioner Walsh made a motion to approve the contract for electric construction for FY25 with River City Construction in the amount of \$2,380,961 and authorize the Town Manager to execute the contract documents.

Commissioner Dumas seconded the motion.

Motion carried unanimously.

Contract attached hereto as Exhibit No. 18.

Parks and Recreation Commission Appointment. Consider appointing one member to the Parks and Recreation Commission to a partial 3-year term expiring 12/31/2024 due to vacancy from Tiege Chiesa resignation.

Mayor Clark called for nominations.

Commissioner Rivers nominated Patty Reich.
Commissioner Walsh nominated Patty Reich.
Commissioner Dumas nominated Patty Reich.
Commissioner Hunt nominated Patty Reich.
Commissioner Quarles nominated Patty Reich.
Commissioner Bergsman nominated Patty Reich.

Commissioner Bergsman made a motion to appoint Patty Reich to the Parks and Recreation Commission.

Commissioner Rivers seconded the motion.

Motion carried unanimously.

Town Attorney Employment Agreement. Mayor Clark said before you, as we have previously reviewed, we have the Town Attorney Employment Agreement. This is to establish a contract for our Town Attorney, Emily Sloop, who previously did not have that and we have made that contract in compliance with other contracts that employees have in this town.

You will see that Emily Sloop did receive a salary increase and that was consistent with the pay study that was done previously, and we followed the same general guidelines as other employees.

Commissioner Bergsman said the North Carolina League of Municipalities puts out their salary survey, I think it's every year, so I looked at that before this meeting and I just wanted to share some stats that I got from that because it has the attorney salaries for most of the municipalities that have an attorney on staff. The Town Attorney's salary in Gastonia is at \$221,581. In Chapel Hill, which is actually smaller than Huntersville in population size, the salary for the Attorney is \$201,250. In Kannapolis, which is also smaller than Huntersville, the Attorney salary is \$243,255. I was just looking at that because there were some questions with the compensation study and it seems like we're right in line.

Commissioner Walsh said Ms. Sloop has done an outstanding job supporting this Board and giving us direction. She's an asset to our town and our team. I'm very happy that we were able to agree on a contract with her so she can continue to serve the Town of Huntersville.

Commissioner Quarles said I truly believe we have the best Town Attorney in the state of North Carolina, so I make a motion to approve the Town Attorney Employment Agreement with the following modification: the first word of Section 16 on Page 5 should be amended to Employer.

Commissioner Hunt seconded the motion.

Motion carried unanimously.

Employment Agreement attached hereto as Exhibit No. 19.

CLOSING COMMENTS

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

Approved this the ____ day of _____, 2024.



Request for Board Action

September 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Approval of Minutes - August 20, 2024

EXPLAIN REQUEST:

Consider approving the minutes of the August 20, 2024 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**August 20, 2024
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

None

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on August 20, 2024.

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

Mayor Clark called for a moment of silence.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS

None

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

LNTA Check Presentation. The Lake Norman Tennis Association (LNTA) presented a check for \$34,000 to the Parks & Recreation Department to cover over 50 percent of the cost to resurface the tennis complex at North Mecklenburg Park.

HOMES Program. Shakirah Francis, Manager of HOMES Program, updated the Board on the Mecklenburg County HOMES Program. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

Bill Fountain said as a former high school economics teacher I learned to appreciate the wisdom of the famous black economist and social philosopher, Thomas Sowell, who said the problem is Johnny doesn't know what thinking is, he confuses it with feelings.

Over the years thanks to the federal, state and CMS district, our public schools use social-emotional learning to indoctrinate the youth to follow their feelings or their passions and while dispensed away from moral virtues. SEL focuses less on academic content and more on the students' mindsets, their

behavior, those type of things. Now while many of the Huntersville public schools have faired fairly well, most of CMS has not. How can a child learn to read, write and do math if they have problems with reasoning.

A recent behavior and research and therapy study found that after completing an SEL program that more of the students were found they would be more depressed, they were more anxious, they had more difficulty in managing emotions and they had a reportedly worse relationship with their parents. Results of this kind of make sense. Social-emotional learning is cultivating victimhood and thus unhappiness.

Some teachers say they lose the class time because they have to play some dumb SEL games. If we must have SEL why not focus or try to promote virtues such as prudence, justice, fortitude, temperance, humility. These will benefit students more than victimhood. Men like Thomas Sowell, Martin Luther King and Frederick Douglas all advocated virtues and virtues go hand-in-hand with character, and I think that's going to help us a lot.

Women's Equality Day Proclamation. Mayor Clark proclaimed August 26, 2024 at Women's Equality Day.

A PROCLAMATION FOR NATIONAL WOMEN'S EQUALITY DAY

WHEREAS, on August 26, 1920, after decades of hard-fought advocacy, women won the right to vote, and our Nation moved one step closer to living out our sacred ideal that all people are created equal. On Women's Equality Day, we honor the movement for universal suffrage that led to the 19th Amendment, celebrate the progress of women over the years, and renew our commitment to advancing gender equity and protecting women's rights; and

WHEREAS, with the ratification of the 19th Amendment, millions of women across the country were finally able to make their voices heard in our elections. Yet many women of color who helped lead the universal suffrage movement were effectively denied those rights until the Voting Rights Act passed 45 years later. Women are less likely to have time to vote in-person with increased caregiving demands and a disproportionate share of low-wage, inflexible work. The right to vote and to have that vote counted is essential to the future of our democracy; and

WHEREAS, women and girls have fought for justice and freedom throughout our history. All Americans should have the opportunity to fully participate in society - no one's rights should be denied because of their gender; and

WHEREAS, on Women's Equality Day, we celebrate the trailblazers who fought to deliver a better future for America's daughters. We recognize the work that remains to ensure that everyone can fully participate and make fundamental choices. We strive to uphold our Nation's promise of equality for all people.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim August 26 as "WOMEN'S EQUALITY DAY" in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 20th day of August, 2024.

AGENDA CHANGES

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

CONSENT AGENDA

Approval of Minutes. Commissioner Walsh made a motion to approve the minutes of the July 16, 2024 Regular Town Board Meeting. Commissioner Rivers seconded the motion. Motion carried unanimously.

Budget Amendment – Verhoeff Drive Alignment Project Study. An alignment study update is recommended for the planned and unbuilt portion of Verhoeff Drive. The planned and unbuilt portion

of Verhoeff Drive extends east from NC 115 (Old Statesville Road) to future Prosperity Church Road. The current adopted alignment was approved in 2002. This study would evaluate the alignment for current conditions and constraints for potential adjustments to the alignment. Additionally, an evaluation would be included to add a new section of Verhoeff Drive alignment between Prosperity Church Road and Eastfield Road. Significant changes or additions to the alignment would likely necessitate a public involvement process.

Commissioner Walsh made a motion to approve budget amendment appropriating Fund Balance in the amount of \$125,000 to Contract Services for the Verhoeff Drive alignment study. Commissioner Rivers seconded the motion. Motion carried unanimously.

CRTPO Updated Memorandum of Understanding. The CRTPO Board endorsed an update to its Memorandum of Understanding (MOU) and authorized staff to circulate the updated document for signatures during the July 17 meeting.

In order for the CRTPO's updated MOU to be considered the current document, signatures must be received from the Chief Elected Official and Clerk from each of the CRTPO's voting jurisdictions. The CRTPO has retained an attorney, Mujeeb Shah-Khan, Esq. to assist with the MOU update process, and Mr. Shah-Khan has recommended that each jurisdiction listed in the MOU place the CRTPO's MOU on an upcoming agenda and take formal action to authorize for signature by the Chief Elected Official. Action by the Huntersville Town Board is not a requirement, but a recommendation from legal counsel. The CRTPO Board leadership has requested that all jurisdictions sign and return the executed documents electronically to the CRTPO Secretary, Neil Burke, via e-mail by September 13, 2024.

Commissioner Walsh made a motion to adopt updated Memorandum of Understanding for Charlotte Regional Transportation Planning Organization. Commissioner Rivers seconded the motion. Motion carried unanimously.

Updated Memorandum of Understanding attached hereto as Exhibit No. 2.

PUBLIC HEARINGS

None

OTHER BUSINESS

Funding External Agencies. Commissioner Dumas said I would love to have a discussion about the process that we are going about with this.

Emily Sloop, Town Attorney, said I just wanted to provide some background information. In 2021 there was a senate bill, it was Senate Bill 473, which was session law 2021-191. It established a new section of Chapter 14 of the North Carolina General Statutes, particularly 14-234.3. That section prohibits local public officials from participating in contracts benefitting non-profits that the public official is associated with as defined by that section. When that law passed a question came up as to how the budget for local government funding of non-profits would work because typically those non-profits must sign a contract in order to receive the funding from local governments and those contracts state that the non-profit will carry out a specific public purpose in exchange for those funds.

Various options were identified as potential procedural processes to budget for the non-profits after this legislative change. The UNC School of Government weighed in, as did various local government attorneys in North Carolina, and the process that the Town of Huntersville currently utilizes is to allow non-profits to submit requests for funding via an application outlining what they plan to do with the funds and then the Town Board considers individual budget amendments related to each request. If the Town Board does decide to approve the budget amendment, the non-profit must enter into a contract with the Town agreeing to use the funds for a particular purpose as notated in their application or as specified in the motion that is used to approve the budget amendment.

The Town Board does have currently, and has for some time, a Non-profit Funding Policy. It would be within the Board's capabilities if they so choose to edit or amend that policy to add annual non-profit funding dollar thresholds or a formula as to how to calculate how much would be appropriated to non-profit funding each year. Again, that's something that could be done at the policy level if the Board so chooses.

Commissioner Dumas said I think one of the things going into this process that I struggled with was it seemingly felt like there was an unlimited pool of money that we were kind of playing with, which of course isn't the case, and I had wondered if we could put it as a line item in our budget which wouldn't fit based on these rules, so what my process was going into this and I'd love to get feedback or thoughts from others, was to look at last year's amount and to determine a slightly higher amount that I was okay with as a pool of money for these non-profits. I'd love to hear from others to see what their process was in approaching this.

Commissioner Walsh said I absolutely agree with Commissioner Dumas. In 2021 we funded about \$69,000 in non-profit requests. This year the original request was almost \$400,000. We've obviously been looking at it over time. I think you're right, during our budget we made a commitment to affordable housing and so we said we're going to put \$150,000 in towards affordable housing.

I think at some point we have to look at the non-profits and come up with a number. I think it's also fair to point out that just the requests tonight aren't the only thing we do. Our biggest non-profit that we contribute to is across the street, which is Discovery Place Kids and they, based on their 2023 tax return, recognized that the Town is basically giving them almost \$240,000. Based on the cost of operating that facility across the street, between the parking deck and the building itself, it costs the Town almost \$700,000. They've got two floors of it and part of the parking deck, so the Town does step up to help non-profits, but I think at some point we have to figure out a way.....you know, going from \$70,000 for a couple of years there were ARPA funds available, which there are no new ARPA funds coming in, so I think at some point we have to look at a number and then make those requests fit within that number.

Commissioner Bergsman said thank you Commissioner Dumas. I didn't know that you were going to bring this up tonight, but I think it is an important discussion that needs to be had. I could see that maybe it's something we bring to the Planning Retreat next year before we get too deep into the budget process unlike this year.

I've felt for a long time, not just this year, but past years, that there are modifications that could be made to make this a more equitable fair process to everyone involved and whether that is looking at setting a threshold along those lines, whether that's looking at tweaking the applications and seeing how we can get better information from all of our applicants, you know it is something important that we should look at.

Commissioner Quarles said I believe putting a cap on non-profits is like saying we all should live in the same type of community. We live in different communities because we have different lifestyles. The different non-profits, they have different needs. Some have a larger customer base. I believe in putting a cap you could discriminate against some organizations based on their needs. I would like to see us increase what we give to non-profits. We are here to serve. The non-profits provide services that the government can't provide.

You mentioned Discovery Place at \$240,000. I don't think you can put a value on education. I truly believe that Discovery Place brings in a lot of value into our community that is a staple to Huntersville. As we look at revitalizing our downtown, I think more businesses will want to move into this area because of Discovery Place, so again, that one there I think that place brings more value than \$240,000 to our revenue.

Commissioner Hunt said first, I agree with Commissioner Bergsman that this should just be part of a larger conversation, but from my perspective this isn't just about how much money we're giving to each organization because this is about demonstrating humanity and compassion for other people. We can't know right now what the investment looks like that we're willing to make in a young person. We don't know what this investment is going to look like for someone who is fighting tooth and nail for some sort of economic mobility in a county that was once ranked dead last for economic mobility. As Commissioner Quarles said, these non-profits are filling in gaps in services that the Town can't provide and providing funds to these groups allows them to help people in ways that we can't.

Commissioner Rivers said I agree with Commissioner Quarles, Commissioner Bergsman as well as Commissioner Hunt. In regards to Commissioner Bergsman, this is a conversation that definitely needs to be had but you can't put a price on resources and the needs for people. Being able to go to government agencies or any type of resources to ask for help is a humbling experience, so these non-profit organizations provide those resources. They offset the cost that the government would have to put in, so no I don't agree with putting a cap or putting any type of cap on the amount that we give, but I do think that we definitely need to have a conversation to come to some type of common ground....just some of the thought processes behind the reasoning why we made the decisions that we made were a bit difficult to swallow because we are all human and I think people forget or become so far removed. Not everybody is privileged so I think we have to keep in mind when these non-profit organizations are coming up here to even ask, it's a humbling experience for them to even have to ask for funding to fund the resources that they are providing for the residents and the communities around us.

Commissioner Walsh said just for clarification, I know Commissioner Quarles mentioned the amount that we spend at Discovery Place Kids. The point was to say the Town is stepping up. Along with what we approve tonight, we do fund Discovery Place Kids, as well as we've made a commitment to affordable housing. I just wanted people to understand what we are doing is a part of the whole entire effort.

Commissioner Dumas said I appreciate everybody's thoughts, thank you. I think I'm talking more about the process and I would welcome a larger and deeper conversation about that, so I appreciate that.

I have something that I was going to say when I make a motion on one of the other non-profits. Do you mind if I have a few minutes now. I'm going to be really, really personal with this. I really went back and forth on whether or not I should do this, but I'm going to and please forgive me, I don't usually read and have notes, but I'm going to at this point.

At the start of the summer of my junior year, my mom and I left my dad, moving to a new state with the idea that we would move my two younger brothers out before the start of the school year. I had just turned 16. She hadn't really worked since before we were born at which point she was a flight attendant, so she got a job at a call center in the airlines and we moved where that job was. She was paid minimum wage and had scheduled jumps in her pay as long as she passed certain exams and training schedules. I lived with some friends for a few weeks while she found a place for us to live. We rented a house with a roommate and her non-verbal brother. I found a job within walking distance and then a second job across the street from that one.

We did move my brothers out, but we didn't have much room, so I slept in an unfinished basement next to a washer our dryer. Our roommate's brother had been starved and abused by his family while he was a child, so when left alone he would rummage in our cabinets and eat anything that we had from flour to raw rice. We often came home to a destroyed kitchen and nothing to eat, even with locks on every cabinet.

A few months into the school year we were shocked to get an eviction notice. Apparently, the roommate had stopped paying her rent several months earlier. By some miracle my mom found us an apartment in a part of town that my classmates were warned to avoid. We had gotten to a point that she was making about \$9 or \$10 an hour and I remember she was worried about taking the next pay increase because we would lose some of the benefits we needed to survive. She worked so hard. I remember watching my mom that year amazed and proud of what she could accomplish, but stressed everyday that something would happen to mess it up and occasionally those things did happen and somehow we figured it out.

I threw myself into school and work. My chorus teacher recruited me to a musical and I found a love for arts. After the show, a school counselor stopped me in the hall and suggested I audition for a performing arts high school, but I avoided her because I knew we couldn't afford it. This counselor kept on me about it and helped me apply for grants and somehow it all worked out and I did my senior year at a new school. This school opened so many doors for me I could now see a path to college and a future. I learned confidence and speaking skills and ultimately feel like theatre taught me my life coping skills that have gotten me to where I am today.

My point with all this, along this difficult path we had help. We had food stamps and took advantage of the free lunch program proudly. Yes, I was proud. It took a lot of bravery for my mom to start fresh and leaving my dad. It was a nearly impossible task, but staying where we were was worse and she knew it. But even with these government programs, it wasn't enough. If it weren't for the organizations that gave us a few groceries here and there, we would have gone hungry and if it weren't for the counselor and arts grants, I wouldn't have seen a future for myself and I wouldn't be sitting in this seat. These grants are an investment in our future and the future of our residents and our children in town and I would give every one of them the amount they've asked for or more if I could.

That being said, we don't have an unlimited bank roll to do that, so that's why I took my approach with increasing last year's amount in order to stay within a certain approach and I would really love to discuss that further at a future meeting.

Mayor Clark said now we will proceed with our order of business and Commissioner Quarles has asked to be recused from Item 10.A which is consider approving Ada Jenkins budget amendment.

Budget Amendment – Ada Jenkins. Commissioner Dumas made a motion to recuse Commissioner Quarles.

Commissioner Bergsman seconded the motion.

Motion carried unanimously.

Commissioner Rivers said before I make the motion, I want to give just a little bit of history about our first agenda item which is the Ada Jenkins Center. Originally named the Davidson Colored School, now named the Ada Jenkins Center, has been a staple in the Davidson community, as well as the northern region of Mecklenburg County, for many years. The Ada Jenkins Center serves as a center for the Davidson community, as well as the northern region. The Ada Jenkins Center provides the following services: economic mobility, financial assistance, educational services, food pantry assistance, homeless outreach and volunteer income tax services. The Ada Jenkins Center exists to help people in our community create lasting solutions for economic stability.

I would like to make a motion tonight to award \$35,000 to the Ada Jenkins Center on behalf of the Town of Huntersville to ensure that the services provided by Ada Jenkins Center are able to continue for the residents of the northern region of Mecklenburg County.

Commissioner Walsh seconded the motion.

Mayor Clark said as a person who works at an elementary school who sees the benefit of Ada Jenkins, I know this money will be well spent to support our students that are struggling to meet success in academic setting and I have seen many of my students graduate from the program they have there and move on to have success and so I appreciate this motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Commissioner Dumas made a motion to bring Commissioner Quarles back. Commissioner Hunt seconded the motion. Motion carried unanimously.

Budget Amendment – Angels & Sparrows Food Security Program. Commissioner Dumas made a motion to approve Angels & Sparrows Food Security Program for \$20,000 for FY25 budget amendment.

Commissioner Hunt seconded the motion.

Mayor Clark said I can also add to this one as well that their Food Security Program is growing, and the need is growing, and I do see that as well every day at the school where I work and so I appreciate this motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Budget Amendment – Angels & Sparrows Pathway Program. Commissioner Dumas said I'm honored to make the motion to approve \$40,000 for Angels & Sparrows Pathway Program for FY25 budget amendment.

Commissioner Hunt seconded the motion.

Commissioner Hunt said I volunteered with them two years ago and I get their newsletter in my email, it's called The Dish, but I wanted to share a stat from there that they shared about their Pathway Program and it said 93 percent of Pathway youth and teens improved their reading scores and 98 percent improved their math scores. Adult participants are achieving English proficiency, completing high school equivalency requirements and progressing to career training programs, 145 individuals are being helped by this program. It's an amazing program and I am super excited to vote for this.

Mayor Clark called for the vote.

Motion carried unanimously.

Budget Amendment – Arts & Science Council. Commissioner Bergsman said I'd like to make a motion to approve a budget amendment for the Arts & Science Council in the amount of \$15,000 for the purposes stated in their non-profit funding application.

Commissioner Dumas seconded the motion.

Commissioner Bergsman said I do have some things to say about this particular agenda item. Apart from \$5,000 last year, the Town of Huntersville has not funded the Arts & Science Council for many of the years in the past decade. As for its reasoning, it often involved believing that those tax dollars could be utilized by more effectively doing it ourselves, however that plan never materialized, and our community has since felt the gap.

Despite Huntersville's overall lack of direct funding in contrast to many other municipalities, the Arts & Science Council has continued to invest in Huntersville, supporting our local artists and providing services to our residents. In fiscal year 2024 the ASC committed more than \$125,000 in funds for arts and cultural programs created by or for Huntersville residents. The ASC is uniquely positioned to develop effective and beneficial arts and cultural programming, but some may rightfully ask why should local government spend taxpayer money on public art and it's a good question that I do believe deserves an answer.

My professional experience is working with marginalized communities and non-profit organizations that provide trauma informed care. I have seen firsthand how access to public arts programming can positively impact well-being and health. As a past director of the Refugee Claim and Support Center I was intricately involved with the Scattered People's Choir Project, which was funded in part by the city council of the community where I lived at that time. The Scattered People's Choir exemplifies how music and arts can lend witness, lift voices, restore hope and promote healing. Starting as a choir for refugees and allies, Scattered People's went on to produce an award-winning album covering themes of love for one's hometown, the trauma of persecution and war, the difficulties of having to flee your homeland, and the overwhelming desire for peace and acceptance. One of the songs on the album "Labarik Sira Hotu," which means all the children, became a favorite in East Timor after the United Nations and Amnesty International used a song in their voters' rights educational materials.

Public art can and does significantly impact public health and well-being. The evidence is also clear and growing. A landmark 2024 study led by Dr. Tosha Golden of Johns Hopkins University School of Medicine established an evidence-based framework highlighting six ways the arts can improve public health. These include promoting physical activity, reducing stress, foster and social cohesion, combatting loneliness, aiding and coping with chronic conditions, and enhancing overall happiness and well-being. These are not just abstract benefits, they are direct and measurable outcomes. The arts can help improve memory and cognition, reduce cardiovascular stress, ease the burden on our healthcare systems and strengthen self-efficacy in social support networks.

Beyond health, arts and cultural initiatives create safe, inclusive and engaging environments. They foster a sense of shared belonging, strengthening and connecting our community. The ASC's programs go far beyond what could just be considered a sculpture or a dance class. They represent a comprehensive regional approach to maximizing the cultural impact across our area. They bring together resources and expertise to achieve outcomes that we as a town might struggle to achieve alone.

While I wholeheartedly wish we could fully meet the ASC's funding request this year, we also have to deal with the reality of our budgetary constraints, so an amount of \$15,000 I believe balances fiscal responsibility and a commitment to the arts and sharing that the ASC can continue to provide essential services while respecting their town's financial limitations.

Mayor Clark called for the vote. Motion carried unanimously.

Budget Amendment – Bags of Hope. Commissioner Rivers said before the motion is made, I want to give some history about Bags of Hope. Bags of Hope was created in 2012 at the Davidson United Methodist Church. This ministry began as a backpack ministry serving students of five nearby schools with weekend food bags. Then a year later a group at Journey Church created a similar project and in 2017 both ministries combined to create Bags of Hope. Currently Bags of Hope serves 33 schools to help navigate the fight against food insecurities amongst our youth. Not only does Bags of Hope serve the northern Mecklenburg region, but also provides services to Cabarrus and Iredell Counties.

I would like to make a motion to award \$15,000 to Bags of Hope on behalf of the Town of Huntersville to ensure that the services provided by Bags of Hope are able to continue for the residents of the northern region of Mecklenburg County and surrounding areas.

Commissioner Walsh seconded the motion.

Motion carried unanimously.

Budget Amendment – Caterpillar Ministries. Commissioner Hunt said before I make the motion, I just wanted to give some history about Caterpillar as well. Caterpillar Ministries is a non-profit based in Huntington Green that directly serves residents in that community. For folks who aren't aware, Huntington Green is a diverse, under served community in Huntersville of approximately 2,200 residents. Many residents live below the federal poverty level and frequently share spaces with multiple family members in one mobile home. Caterpillar was established in 2007 to support the well being of families in the community and they have helped residents accomplish many noteworthy things since their inception. Part of their work includes advocating for residents in negotiating with landlords, rent and utilities assistance, counseling for adults and children, ESL and GED courses and assistance and academic enrichment for children from pre-school age to teens for college and career readiness.

Additionally, their new program Get Well Stay Well promotes physical activity which incurs many benefits including improve mental health, reducing chronic illness and stress and more. Many residents have barriers to affordable healthcare and these preventative measures seek to avert illness before they start. As a result of Caterpillar's work, the Huntington Green community has changed in many positive ways. High school graduation rates among residents have improved significantly and one young woman has just graduated from Davidson College with a Bachelor of Science in public health. Rather than moving away as some young people do, she accepted a position at Caterpillar as the community health director to help others find success just as she has, and this is just one example of how Caterpillar Ministries has walked alongside residents in our community to uplift them and provide personalized services.

I make a motion to approve a budget amendment for Caterpillar Ministries in the amount of \$40,000 for the purposes stated in their application and any attainable housing initiatives as subject to Board approval.

Commissioner Quarles seconded the motion.

Commissioner Bergsman said I volunteered at a lot of the organizations, I'd say probably most of them on this list, and Caterpillar Ministries is one that I've both volunteered in the past and given money to and I support. I do want to mention that I feel this might be one example where the information that is given in the application needs to be more clear and especially when you have an organization of which there's nothing wrong with having faith as a large part of a mission, I do personally have concerns when we are talking about tax dollars especially in thinking about separation of church and state. I do support this. I would next year love to see Caterpillar Ministries put an annual report on their website so we could see it before making this decision and just consider that application on how they want to present that, but that's just my opinion.

Commissioner Rivers said saying that Caterpillar Ministries is faith based whatever, what we know about non-profit organizations is they see people. They don't see what a person has, their race, origin, sexual orientation, any of that, so I'm not quite sure what that is in regards to or what you are saying in regards to separating state and government or state and faith or whatever you were saying, but I find that to be very interesting but also, I don't know, a little bit offensive because it comes across as if it's discriminatory a bit. Are you saying that we should not look at giving them funding because of they are faith based or because they're saying ministry. Could you just kind of expand on that.

Commissioner Bergsman said I can expand on that. No, that's not what I'm saying. I know some of their programs include things like Bible studies and things like that and when there's an application that doesn't specify which programming the funding is going towards, I personally find an issue would it be going towards something like a Bible study or things like that. I've worked for faith based non-profits. I've worked with refugee services, so I absolutely don't have any issues. Most of the non-profits and agencies in our area are faith based and do wonderful things. I just think we need to be careful in being clear how tax dollars are being spent.

Commissioner Dumas said I think I can see what Commissioner Bergsman is saying. When we had them here to speak, I asked a lot about the religious background and if they would serve everybody. That's something that I ran into as a youth is while they didn't discriminate and we were offered help and support, I often felt pressured to attend things like Bible classes and youth groups and I did attend in several instances and while it wasn't said outright that it was a requirement, it felt pressured and so I definitely have some concerns and I think it's worth adding more information I would agree. I asked the

question during the meetings and I felt like their answers were sufficient, but I think it would help in an application.

Mayor Clark called for the vote.

Motion carried unanimously.

Budget Amendment – Hope House. Commissioner Walsh said just by way of background, the Hope House foundation helps women whose lives have been turned upside down by situations that are out of their control. They provide housing and support services for single, unaccompanied women and women with children experiencing situational homelessness in a pleasant and congregate living environment. They encourage transformative life choices and help women from all backgrounds, age groups and walks of life. The Hope House Foundation organization originally started when Dr. Lee Beth Lindquist had a dream to help homeless women and their children in Huntersville who needed a hand-up and not a handout. These women were not victims of abuse and not recovering from drugs or alcohol and were not chronically mentally ill, they were simply situationally homeless because of what life handed them and needed time to get back on their feet. Hope House collaborates with partners including the Ada Jenkins Center to offer case management services, career support, life skills training and affordable housing options.

I'd like to make a motion to approve the budget amendment for Hope House in the amount of \$20,000 for purposes stated in their non-profit funding application.

Commissioner Bergsman seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Budget Amendment – Pottstown Heritage Group. Commissioner Rivers said before I recuse myself, I want to say this. I know there have been questions and conversations within the Board, as well as outside, about affiliation with me. I want to set the record straight that as of November 8, 2023, I resigned and I'm no longer affiliated directly or indirectly with Pottstown Heritage Group. However, due to my prior affiliation, I would like to recuse myself.

Commissioner Hunt made a motion to recuse Commissioner Rivers.

Commissioner Dumas seconded the motion.

Motion carried unanimously.

Commissioner Quarles said the Pottstown Heritage Group is a 501c3 organization that was created by residents within the historic Pottstown community. Pottstown Heritage Group was created to empower the residents of the Pottstown community with viable tools to combat the negative effects of gentrification and displacement through deep awareness collaboration and community advocacy. In the past two years, Pottstown Heritage Group has assisted residents within the Pottstown community with emergency home repairs, community clean-up, estate planning for seniors and community resource expos. Through the work of this organization, they have been able to serve over 50 residents. By gaining the momentum and spotlight with their services, they have been recognized by the United Way

of the Carolinas granting the group \$20,000 and for the past two years also receiving a \$2,500 Neighborhood Grant from Habitat for Humanities. By creating a partnership with these notable organizations, it has helped Pottstown Heritage Group to continue their efforts in revitalizing, restoring and ensuring that residents are able to stay in a place in historic Pottstown Community.

I am pleased to make the motion to approve a budget amendment for Pottstown Heritage Group in the amount of \$10,000 for the purposes stated in their non-profit funding application.

Commissioner Dumas seconded the motion.

Commissioner Walsh said I was wondering if Mr. Quarles would add that about a third of Pottstown is actually not in Huntersville and I would like to see Huntersville taxpayer dollars go to folks who actually live in Huntersville. I'm wondering if you would amend your motion to include those be directed to Huntersville residents.

Commissioner Quarles said I am not willing to amend the motion. My reason for saying that is I could use Angels and Sparrows for example. You may have some workers working on the street and they may want to walk inside of Angels and Sparrows to get a sandwich. They may live in Charlotte. I don't want to do anything that's going to discriminate against one organization versus another, therefore I'm not in a position or willing to change my motion.

Commissioner Bergsman said I just want to make the point on that as well. I'm curious why Angels and Sparrows, Ada Jenkins, Caterpillar.....we have no idea how many of their clients are also in the ETJ but still considered Huntersville. So for me, looking at this it's not whether or not someone is in the ETJ or not, it's whether or not they are a part of the Huntersville community and I see that as two separate things. I did have one thing I wanted to say on this before we voted on it. I believe that truly empowering historically disenfranchised communities means supporting their efforts to organize and make a difference. Community driven change emphasizes the insight, leadership and ownership of the people living and experiencing the issues they are trying to solve. Out of all the external agency applications we received, Pottstown Heritage Group is the only one that could be considered a fully community driven organization. I personally look forward to seeing what they can accomplish when given the resources required to make lasting sustainable impactful change and I wish we would have been able to give them more funding than what is in the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

Commissioner Hunt made a motion to bring Commissioner Rivers back from recusal. Commissioner Dumas seconded the motion. Motion carried unanimously.

Budget Amendment – Hugh Torance House and Store. Commissioner Bergsman said before I make the motion, I just want to give some background on Hugh Torance House. In recent years the Hugh Torance House and Store I feel has done a wonderful job preserving and sharing the history of the site. They've recently established the Hearts Program which stands for History, Ecology, Arts, Reunion, Trails and Stores. These place-based events explore how nature, history, culture and the built environment work together to make a place unique. Since Rural Hill decided to withdraw their application while they work through some things, Hugh Torance ended up being the only application this year that, correct me if I'm wrong, is being funded through the Tourism fund balance. I feel they've worked hard. Total visitors

increased 45 percent and they've had 23 percent more events in 2022 and have begun to offer school field trip opportunities. I look forward to seeing their continued success.

I'd like to make a motion to approve a budget amendment for the Hugh Torance House and Store in the amount of \$15,000 for the purposes stated in their non-profit funding application.

Commissioner Quarles seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

CLOSING COMMENTS

Commissioner Rivers said tonight as we sat around the dais and talked about non-profit organizations, I think it's important to understand that non-profit organizations were created to provide a benefit to society. Non-profit organizations can receive monies or donations from individuals, corporations, as well as government entities. The thing is with non-profit organizations is the fact that people are out there really doing the hard work and providing resources for those that may not be able to have those things. Again, sometimes we get caught up where we're now in positions to where we come away from having to struggle or ask for help, and we become far removed from what people are going through on a day-to-day basis. I want to say to those non-profit organizations, all of you that came out, gave presentations, thank you. I commend you for your hard work and your efforts. I also want to say that you're out there, you're doing the work, you've laced up your boot straps and it can be taxing and really understanding what people are going through because you have to empathize and sympathize with those people. Again, I commend each and every non-profit organization and I hate that we weren't able to give to every non-profit organization because in reality they all deserved something. I don't care if it was \$5, they deserved something. Again, I commend you all for coming before us, applying, thank you.

Commissioner Quarles said to love this town is to fight for its people, not only for the affluent or only for those less fortunate. Many need support from non-profits because of human rights and social economic and environmental justice because of gentrification, discrimination or other issues that may have caused them to be in need. I love Huntersville. I'll continue to fight for Huntersville. I do think each and every non-profit that submitted the application to us, we're here to serve. I don't believe in putting a cap on serving people. Many of us are blessed that we don't need these non-profit organizations, but because we are I don't ever want us to turn our back on these people because as Commissioner Dumas was saying I really felt her testimony. I've been there before. I've been in need. But I'm in a position now where I can be a blessing to someone else, so again I want to thank the non-profits for submitting their applications and hopefully next year we can do more.

Mayor Clark said I'll just take my own personal privilege to thank the non-profits for coming and presenting to us as well and for putting in the hard work every day. I also want to thank the members of the Board for putting in the hard work and making the tough decisions because we all wanted to support everybody who asked for something and unfortunately we weren't able to but we did this as a group and I appreciate everyone's hard work and commitment.

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

Approved this the ____ day of _____, 2024.

DRAFT



Request for Board Action

September 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: David Lucore, Electric System Manager

Subject: Electric Construction Contract Approval

EXPLAIN REQUEST:

Staff solicited formal bids for Construction Services for the Hwy 21 Electric Feeder project. Lamberts Cable Splicing, LLC was the lowest responsible responsive bidder.

ACTION RECOMMENDED:

Approve Construction Services Contract to Lamberts Cable Splicing, LLC for the Hwy 21 Feeder Project and authorize town manager to execute the contract.

FINANCIAL IMPLICATIONS:

\$526,058.42 from Electric Capital Project fund

ATTACHMENTS:

1. Hwy 21 Project Lamberts Executed Contract with Bonds_2024-08-06

TOWN OF HUNTERSVILLE, NC**HWY 21 FEEDER PROJECT LABOR BIDS****BID OPENING: APRIL 23, 2024 @ 2PM****LOCATION: 11316 SAM FURR RD, HUNTERSVILLE , NC**

AGENT: AJ Molnar, IV, Southeastern Consulting Engineers, Inc.

BID SUMMARY

	COMPANY		
	Lamberts	River City Const.	Williams Electric
INSTALLATION UNITS			
POLE UNITS	\$ 14,863.00	\$ 16,060.80	\$ 8,765.00
7.2/12.5 kV POLE TOP UNITS	\$ 14,584.83	\$ 14,053.20	\$ 11,705.00
OH TRANSFORMER UNITS	\$ 45,940.00	\$ 30,878.40	\$ 50,600.00
AERIAL CONDUCTOR UNITS	\$ 1,861.17	\$ 1,890.00	\$ 1,800.00
MISCELLANEOUS UNITS	\$ 13,087.26	\$ 11,049.36	\$ 14,775.00
UG CABLE UNITS	\$ 40,225.00	\$ 184,201.50	\$ 65,450.00
PDM TRANSFORMER UNITS	\$ 1,840.76	\$ 4,117.07	\$ 10,100.00
UG RISER UNITS	\$ 32,715.80	\$ 58,946.80	\$ 206,420.00
DIRECTIONAL BORE UNITS	\$ 219,558.00	\$ 282,820.00	\$ 224,100.00
TOTAL INSTALLATION UNITS	\$ 384,675.82	\$ 604,017.13	\$ 593,715.00
REMOVAL UNITS			
POLE TOP UNITS	\$ 11,458.44	\$ 13,406.40	\$ 13,805.00
CONDUCTOR UNITS	\$ 23,007.50	\$ 18,874.80	\$ 22,965.00
TRANSFORMER UNITS	\$ 3,052.24	\$ 8,542.80	\$ 3,900.00
MISCELLANEOUS UNITS	\$ 6,495.44	\$ 7,929.60	\$ 6,525.00
RISER UNITS	\$ 2,368.98	\$ 2,648.00	\$ 3,660.00
TOTAL REMOVAL UNITS	\$ 46,382.60	\$ 51,401.60	\$ 50,855.00
TREE TRIMMING & CLEARING	\$ 45,000.00	\$ 30,000.00	\$ 10,000.00
CONTINGENCY	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
SUBTOTAL	\$ 95,000.00	\$ 80,000.00	\$ 60,000.00
TOTAL PROJECT BID	\$ 526,058.42	\$ 735,418.73	\$ 704,570.00

NOTICE AND INSTRUCTIONS TO BIDDERS

1. Sealed bids, including the supply of the necessary labor and equipment for constructing improvements to the Electric Distribution System for the Town of Huntersville, North Carolina, (hereinafter called the "Owner") will be received on or before 2:00 p.m., EDST, Tuesday, April 23rd, 2024, in the Conference Room of ElectriCities of North Carolina, Inc., 11316 Sam Furr Road, Huntersville, North Carolina 28078, at which time and place the bids will be publicly opened and read. Any bids received after the time and date specified will not be considered.

2. (a) The project consists of the construction of 7.2/12.5 KV aerial and underground distribution facilities to extend Town lines approximately one mile and rebuild on approximately one half mile of existing line to build a feeder tie line.

Envelopes containing bids shall be marked as follows:

LAMBERTS CABLE SPLICING LLC
(Your Company Title)

2521 S. WESLEYAN BLVD
ROCKY MOUNT NC 27803
(Address)

To: ElectriCities of North Carolina, Inc.
11316 Sam Furr Road
Huntersville, North Carolina 28078
Attention: David Lucore

Formal Bid - Do Not Open until Deadline
Bid on Distribution System Construction for Hwy. 21 Tie Feeder
Bid Opening 2:00 p.m., Tuesday, April 23, 2024
License No. U. 35088

(b) The successful bidder will, in general, furnish all the labor and equipment which may be necessary to effect the aforementioned construction, as more fully described in the Plans, Specifications and Construction Drawings hereinafter referred to. The Owner will furnish all materials. Contractor will be required to provide safekeeping and care for materials and replace any items that are damaged or lost.

3. The Plans, Specifications, and Construction Drawings together with all necessary forms and documents for bidders may be obtained from the Owner's Engineer, Southeastern

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA
HIGHWAY 21 TIE FEEDER

INSTALLATION UNITS

<u>Unit No.</u>	<u>No. of Units</u>	<u>Unit Price Labor</u>	<u>Extended Price Labor</u>
<u>Pole Units:</u>			
45-3 (LO)	4	\$ 1330.94	\$ 5323.76
50-3 (LO)	5	1295.39	6476.95
60-2 (LO)	1	1512.19	1512.19
65-2 (LO)	1	1550.10	1550.10

Total, Pole Units \$ 14,863.00 ✓

7.2/12.5 KV Pole Top Units:

A5EC	1	\$ 496.37	\$ 496.37
A5-1X	3	496.37	1489.11
C1SEC	8	750.80	6006.40
C7-1SEC	3	947.23	2841.69
C8SCE	3	1250.42	3751.26

Total, 7.2/12.5 KV Pole Top Units \$ 14,584.83 ✓

Overhead Transformer Units:

G-105 EC	3	\$ 620.39	\$ 1,861.17
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Total, Overhead Transformer Units \$ 1,861.17 ✓

HUNTERSVILLE, NC
INSTALLATION UNITS (Continued)

HIGHWAY 21 TIE FEEDER

<u>Unit No.</u>	<u>No. of Units</u>	<u>Unit Price Labor</u>	<u>Extended Price Labor</u>
<u>Aerial Conductor Units:</u> (per ft. - small extensions & taps w/splice)			
336. KCM ACSR	7,300'	\$ 5.35	\$ 39,055.00
10 ACSR	1,700'	4.05	6,885.00
Total, Aerial Conductor Units			\$ <u>45,940.00</u> ✓

Miscellaneous Units:

** Note: Guys shall be 3/8" High Strength Steel for all guying units.

CDE	6	\$ 150.05	\$ 900.30
E1-2	2	255.67	511.34
E1-2X	6	290.84	1745.04
E1-2XSW	2	411.96	823.92
E2-2	1	340.14	340.14
E3-10	8	112.59	900.72
F1-2	8	305.23	2441.84
M2-1	7	270.74	1895.18
M40-10R	18	90.50	1629.00
M43-2R	10	146.43	1464.30
FLT	1	217.74	217.74
SLB	1	217.74	217.74
Total, Miscellaneous Units			\$ <u>13,087.26</u> ✓

HUNTERSVILLE, NC
INSTALLATION UNITS (Continued)

HIGHWAY 21 TIE FEEDER

<u>Unit No.</u>	<u>No. of Units</u>	<u>Unit Price Labor</u>	<u>Extended Price Labor</u>
<u>Underground Cable Units:</u>			
750 Kcm Al. URD, 15 kV Price per conductor pulled in single 3" duct or with two other phases in 6" duct	19,000'	\$ <u>1.85</u>	\$ <u>35,150.00</u>
1/0 Al. URD, 15 kV Price per conductor pulled in single 2" duct	2,600'	<u>1.45</u>	<u>3,770.00</u>
4/0 TPX UD in duct	450'	<u>1.25</u>	<u>562.50</u>
350 TPX UD in duct	550'	<u>1.35</u>	<u>742.50</u>
Total, Underground Cable Units			\$ <u>40,225.00</u> ✓
<u>Padmounted Transformer Units:</u>			
UG7A-25	1	\$ <u>143.85</u>	\$ <u>143.85</u>
UG7A-50	3	<u>150.00</u>	<u>450.00</u>
UG17-3B-150	1	<u>335.00</u>	<u>335.00</u>
UMB-1 (Single Phase Box Pad)	4	<u>144.37</u>	<u>577.48</u>
UMB-1 (Three Phase Precast Pad)	1	<u>334.43</u>	<u>334.43</u>
Total, Padmounted Transformer Units			\$ <u>1,840.76</u> ✓

HUNTERSVILLE, NC
INSTALLATION UNITS (Continued)

HIGHWAY 21 TIE FEEDER

<u>Unit No.</u>	<u>No. of Units</u>	<u>Unit Price Labor</u>	<u>Extended Price Labor</u>
<u>Underground and Riser Units:</u>			
UM5-2	7	\$ 132.00	\$ 924.00
UG1-1EC	1	35.00	35.00
UR3	4	132.00	528.00
UR3 (600)	6	158.00	948.00
18" wide x 36" deep trench	1,100'	4.20	4620.00
Add 6" duct to Trench	120'	1.80	216.00
Add 3" duct to Trench	4,000'	1.45	5800.00
Add 2" duct to Trench	150'	1.21	181.50
3Ø 600A Junction Box	7	365.00	2555.00
Secondary Ped (UK5)	4	75.15	300.60
UM6-1	26	120.75	3139.50
UM6-3	60	141.75	8505.00
UM6-5	2	55.00	110.00
UM6-11	19	55.00	1045.00
UM6-19	1	55.00	55.00
UM6-34	6	79.30	475.80
UM48-1	3	65.00	195.00
1/0 URD Splice	3	52.30	156.90
Type 9 Padmounted Switchgear	2	488.25	976.50
Type 11 Padmounted Switchgear	1	512.60	512.60
Switchgear Box Pad	3	478.80	1436.40
Total, Underground and Riser Units			\$ 32,715.80 ✓

HUNTERSVILLE, NC
INSTALLATION UNITS (Continued)

HIGHWAY 21 TIE FEEDER

<u>Unit No.</u>	<u>No. of Units</u>	<u>Unit Price Labor</u>	<u>Extended Price Labor</u>
<u>Directional Bore Units:</u>			
Directional Bore 4-3" HDPE	4,800'	\$ 33.60	\$ 161,280.00
Directional Bore 4-2" HDPE	300'	42.00	12,600.00
Directional Bore 1-3" & 2-2" HDPE	360'	34.65	12,474.00
Directional Bore 2-2" HDPE	1,100'	21.00	23,100.00
Directional Bore 1-3" HDPE	200'	21.00	4,200.00
Directional Bore 1-2" HDPE	450'	13.12	5,904.00
Total, Directional Bore Units			\$ 219,558.00 ✓

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA
HIGHWAY 21 TIE FEEDER

REMOVAL UNITS

<u>Unit No.</u>	<u>Number of Units</u>	<u>Labor</u>	
		<u>Unit Price</u>	<u>Extended Price</u>
<u>Pole Top Units:</u>			
Cut Pole Top (CPT)	14	\$ <u>240.84</u>	\$ <u>3,371.76</u>
A5-1	1	<u>195.82</u>	<u>195.82</u>
A5-1X	3	<u>195.82</u>	<u>587.46</u>
C1	9	<u>350.40</u>	<u>3,153.60</u>
C1A	1	<u>350.40</u>	<u>350.40</u>
C2	1	<u>360.37</u>	<u>360.37</u>
C4	3	<u>380.18</u>	<u>1,140.54</u>
C7	2	<u>380.18</u>	<u>760.36</u>
C8	3	<u>512.71</u>	<u>1,538.13</u>
Total, Pole Top Units			\$ 11,458.44 ✓

HUNTERSVILLE, NC
REMOVAL UNITS (Continued)

HIGHWAY 21 TIE FEEDER

<u>Unit No.</u>	<u>Number of Units</u>	<u>Labor</u>	
		<u>Unit Price</u>	<u>Extended Price</u>
<u>Conductor Units:</u>			
336 Kcm ACSR	1,550'	\$ <u>2.85</u>	\$ <u>4,417.50</u>
1/0 ACSR	7,700'	<u>2.05</u>	<u>15,785.00</u>
#2 Al. or Smaller	1,300'	<u>1.65</u>	<u>2,145.00</u>
TPX (Any Sixe)	400'	<u>1.65</u>	<u>660.00</u>
Total, Conductor Units			\$ <u>23,007.50</u> ✓
<u>Transformer Units:</u>			
G105EC	9	\$ <u>275.19</u>	\$ <u>2,476.71</u>
3 Phase 150 KVA Bank	1	<u>575.53</u>	<u>575.53</u>
Total, Transformer Units			\$ <u>3,052.24</u> ✓
<u>Miscellaneous Aerial Units:</u>			
CDE	14	\$ <u>75.53</u>	\$ <u>1,057.42</u>
E (Any Guy)	13	<u>145.92</u>	<u>1,896.96</u>
F (Any Anchor)	7	<u>150.76</u>	<u>1,055.32</u>
M5-9 (Cutout)	4	<u>115.14</u>	<u>460.56</u>
M40-10R	18	<u>45.75</u>	<u>823.50</u>
M43-2R	10	<u>75.82</u>	<u>758.20</u>

HUNTERSVILLE, NC
REMOVAL UNITS (Continued)

HIGHWAY 21 TIE FEEDER

<u>Unit No.</u>	<u>Number of Units</u>	<u>Labor</u>	
		<u>Unit Price</u>	<u>Extended Price</u>
<u>Miscellaneous Aerial Units:</u> (Con't)			
FLT	1	\$ <u>110.87</u>	\$ <u>110.87</u>
SLB	3	<u>110.87</u>	<u>332.61</u>
Total, Miscellaneous Aerial Units			\$ <u>6,495.44</u> ✓
<u>Riser Units:</u>			
UM5-2	8	\$ <u>165.17</u>	\$ <u>1,321.36</u>
UG1-1EC	2	<u>523.81</u>	<u>1,047.62</u>
Total, Riser Units			\$ <u>2,368.98</u> ✓

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA
HIGHWAY 21 TIE FEEDER

SUMMARY

Installation Units

Pole Units	\$ 14,863.00	
7.2/12.5 KV Pole Top Units	<u>14,584.83</u>	
Aerial Conductor Units	<u>45,940.00</u>	
Overhead Transformer Units	<u>1,861.17</u>	
Miscellaneous Units	<u>13,087.26</u>	
Underground Cable Units	<u>40,225.50⁰⁰</u>	
Padmounted Transformer Units	<u>1,840.76</u>	
Underground and Riser Units	<u>32,715.80</u>	
Directional Boring Units	<u>219,558.00</u>	
Total, Installation Units		\$ <u>384,676.32⁹</u>

Removal Units

Pole Top Units	\$ 11,458.44	
Conductor Units	<u>23,007.50</u>	
Transformer Units	<u>3,052.24</u>	
Miscellaneous Aerial Units	<u>6,495.44</u>	
Riser Units	<u>2,368.98</u>	
Total, Removal Units		\$ <u>46,382.60</u>
Tree Trimming & Clearing		\$ <u>45,000.00</u>
Contingency Fund		\$ <u>50,000.00</u>
TOTAL PROJECT		\$ <u>526,058.92^{9 4}</u>

Note: Tree trimming and clearing includes incidental removal of trees and vegetation to install underground cable and equipment and clearing to ground all vegetation within 20 feet of centerline of all aerial lines. Removal and disposal of all debris is included.

Exception: Tree trimming and clearing could be more or less than the quoted cost. Determination will be communicated when the staking is done.

Optional Prices (to be approved via change order before work is performed).

Rock, per definition in specifications, encountered in trench or open excavation.

\$ 485.00 /cubic yard

Rock, per definition in specifications, encountered in directional bore.

\$ 78.75 / linear foot

(Name of Bidder) LAMBERTS CABLE SPLICING LLC

(By) [Signature]

(Title of Officer) President

(Address of Bidder) 2521 S. WESLEYAN BLVD ROCKY MOUNT NC 27803

(The Bid must be signed with the full name of the Bidder. In the case of a partnership the Bid must be signed in the firm name by each partner. In the case of a corporation the Bid must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation. A typewritten copy of all such names and signatures shall be appended.)

[Signature]
Secretary



Electric Division
101 Huntersville-Concord Road
Huntersville, NC 28078
704-659-7375

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: Lamberts Cable Spicing, LLC
2521 S. Wesleyan Blvd
Rocky Mount, NC 27803
Contact Name: Billy Butts
Contact Email: billy.butts@lam

PROJECT: Hwy 21 Feeder Project
SITE LOCATION(S): Huntersville, NC

This Contract for Construction and Repair, and all exhibits, (collectively this “Contract”) is entered into this 2nd day of August, 2024, by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the “Town”) and Lamberts Cable Splicing, LLC located at 2521 S. Wesleyan Blvd, Rocky Mount, NC 27803 (the “Contractor”).

WITNESSETH:

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

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

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

4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Personal Protective Equipment (PPE). The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. Coordination with Others. The Contractor agrees to coordinate the 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.
8. 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.
9. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the

best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents. 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 specifications.

10. 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.
11. 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.
12. 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.
13. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
14. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
15. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
16. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
17. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town \$500 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.

18. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described on Exhibit D.

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

Contractor

Town of Huntersville

Name:
LAMBERT CABLE SPLITTING
Name of Contractor (type or print)

Town Manager

By: John Helbert
(Signature)

Attest: _____
Town Clerk

Title: V.P.

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

Attest: [Signature]
(Secretary, if a corporation)

Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

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

fees), and attorneys' fees ("Claims"). In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent allowed by law.

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

9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

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

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

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

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

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

9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Uniform Guidance Policies.** The Contractor agrees to be bound by all Town Uniform Guidance Policies, which are included herein by reference.
11. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.
12. **Build America, Buy America Act.** When federal funds subject to the requirements of the Build America, Buy American Act (“BABA”) are used in an infrastructure project as defined by BABA, for which the total cost of the project exceeds the federal simplified acquisition threshold, the Buy America Preference (“BAP”) as set forth in 2 C.F.R. Part § 184 shall apply to all project materials that are subject to the provisions of BABA, unless otherwise excepted.

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

EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

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

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

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

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

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

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

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

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

c. **Automobile Liability.**

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

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

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

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

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

f. **Pollution Liability.**

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

g. **Umbrella Coverage.**

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

h. **Other Insurance.**

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

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

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

EXHIBIT C – PLANS AND SPECIFICATIONS

(insert plans and specs)

EXHIBIT D – FEE SCHEDULE

<u>Service</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total</u>
Total Cost =			

UAMBERTS CABLE SPLICING LLC 8-2-24
Company Name Date

John Gilbert V.P.
Print Name Title

John Gilbert
Signature

Name of Counterparty:

LAMBERTS CABLE LLC

IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION

As of the date listed below, the entity listed above is not listed on the list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147.86.81(a)(1).

John Gilbert

Printed Name

K.P.

Title

STATE OF NORTH CAROLINA
TOWN OF HUNTERSVILLE
COUNTY OF MECKLENBURG

AFFIDAVIT OF COMPLIANCE
with N.C. E-Verify Statutes

I, John Gilbert (hereinafter the "Affiant"), duly authorized by and on behalf of LAMBERTS CABLE (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the John Gilbert VP (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Town of Huntersville informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 2 day of August, 2021

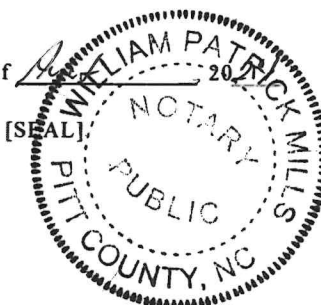
John Gilbert
Affiant

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Sworn to and subscribed before me, this the 2 day of August, 2021

Notary Public:

My commission expires: 7/4/2026



Bond No. K41914051

CONTRACTOR'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we _____

Lamberts Cable Splicing Company, LLC

2521 S Wesleyan Blvd. Rocky Mount NC 27803

Hereinafter called the "Principal" and _____

Federal Insurance Company

202B Halls Mill Road, Whitehouse Station NJ 08889

a corporation incorporated under the laws of the State of Indiana

hereinafter called the "Surety", are held and firmly bound unto the _____

Town of Huntersville

hereinafter called the "Owner", in the full and just sum of _____

Five hundred twenty six thousand fifty nine & 42/100-----

_____ Dollars (\$ 526,059.42)

lawful money of the United States of America, to be paid to the said Owner, its successors, or its assigns, for which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 5th day of August, A. D., 20 24.

WHEREAS, the above bonded "Principal" has entered into a contract with the said Owner, bearing the date 2nd day of August, 20 24.

A copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein:

For the full and complete execution of work in connection with _____

Hwy 21 Feeder Project

NOW THEREFORE, the conditions of this obligation are such that if the above bonded "Principal", as Contractor, shall in all respects comply with the terms of the contract and conditions of said contract, and his, their, and its obligation thereunder, including the specifications and plans therein referred to and made a part thereof, and such alterations as may be made in said specifications and plans as therein provided for, and shall well and truly, and in a manner satisfactory to the Owner, complete the work contracted for within the time stipulated in the contract, and shall save harmless the Owner from any expense incurred through the failure of said Contractor to complete the work as specified, and from any damage growing out of the carelessness of said Contractor, or his, their or its servant, and also shall save and keep harmless the said Owner against and from all losses to it from any cause whatever, including patent, trademark and copyright infringements in the manner of constructing said Project, then this obligation shall be void; otherwise to be and remain in full force and virtue.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after twenty-four (24) months from the day on which the final payment under the Contract falls due.

And provided further the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or addition to the terms of Contract or to the work to be performed thereunder of the specifications accompanying the same shall in any such way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated, and after such performance it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this
____ 5th ____ day of ____ August _____, 20 ____ 24 ____.

Executed in ____ N/A ____ counterparts.

Lamberts Cable Splicing Company, LLC (SEAL)
(Contractor)

By John Hillst



Federal Insurance Company (SEAL)
(Surety Company)

By Ana W. Oliveras
Ana W Oliveras, Attorney-in-Fact



Bill Butts
(Witness as to Contractor)

Camille M. Cruz
(Witness as to Surety)
Camille M. Cruz

Countersigned:

N/A
(Licensed Resident Agent)



Power of Attorney

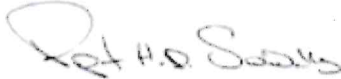
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Ana W Oliveras

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

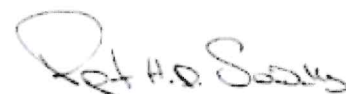
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 5, 2024




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com



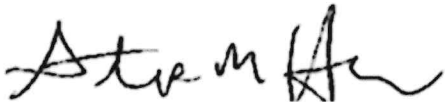
SURETY BOND CORPORATE SEAL NOTICE AND ADDENDUM

In an effort to facilitate the use of our respective corporate seals during the COVID-19 pandemic, FEDERAL INSURANCE COMPANY ("FEDERAL") has authorized its respective Attorneys-in-Fact to affix FEDERAL'S corporate seal to any surety bond executed on behalf of FEDERAL by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of FEDERAL by its Attorney-in-Fact, FEDERAL hereby agrees that the corporate seal below for FEDERAL shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 30th day of March, 2020.

FEDERAL INSURANCE COMPANY

By: 
Stephen M. Haney, Vice President



Bond No. K41914051

CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

Lamberts Cable Splicing Company, LLC

2521 S Wesleyan Blvd. Rocky Mount NC 27803

hereinafter called the "Principal" and _____

Federal Insurance Company 202B Halls Mill Road, Whitehouse Station NJ 08889

a corporation incorporated under the laws of the State of _____ Indiana _____

hereinafter called the "Surety", are held and firmly bound unto the _____

Town of Huntersville

hereinafter called the "Owner", in the full and just sum of _____

Five hundred twenty six thousand fifty nine & 42/100-----

Dollars (\$ 526,059.42)

lawful money of the United States of America, to be paid to the said Owner, its successors, or its assigns for which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents. Sealed with our seals and dated this 5th day of August, A. D., 20 24.

WHEREAS, the above bonded "Principal" has entered into a contract with the said Owner, bearing the date 2nd day of August, 20 24.

A copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein:

for the full and complete payment for all labor and materials used in the execution of the work in connection with _____

Hwy 21 Feeder Project

NOW THEREFORE, if the above bonded "Principal" as Contractor, shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise to remain in full force and virtue.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after twenty-four (24) months from the day on which the final payment under the Contract falls due.

And provided further the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

This obligation shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated, and after such performance it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this
5th day of August, 2024.

Executed in N/A counterparts.

Lamberts Cable Splicing Company, LLC
(Contractor)

By John H. Albert



Billy Butts
(Witness as to Contractor)

Federal Insurance Company
(Surety Company) (SEAL)

By Ana W. Oliveras
Ana W Oliveras, Attorney-in-Fact



Camille M. Cruz
(Witness as to Surety)
Camille M. Cruz

Countersigned:

N/A
(Licensed Resident Agent)



Power of Attorney

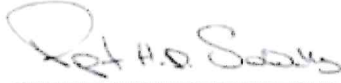
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

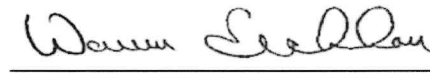
Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Ana W Oliveras

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person, the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

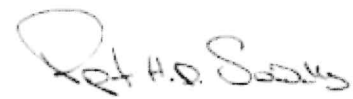
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 5, 2024




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



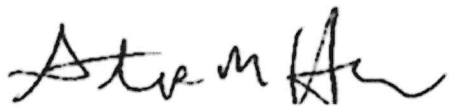
SURETY BOND CORPORATE SEAL NOTICE AND ADDENDUM

In an effort to facilitate the use of our respective corporate seals during the COVID-19 pandemic, FEDERAL INSURANCE COMPANY ("FEDERAL") has authorized its respective Attorneys-in-Fact to affix FEDERAL'S corporate seal to any surety bond executed on behalf of FEDERAL by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of FEDERAL by its Attorney-in-Fact, FEDERAL hereby agrees that the corporate seal below for FEDERAL shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 30th day of March, 2020.

FEDERAL INSURANCE COMPANY

By: 
Stephen M. Haney, Vice President





Request for Board Action

September 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: Appropriate General fund balance for Dellwood Center building renovations

EXPLAIN REQUEST:

Appropriate General Fund balance (103890.9999) for \$200,000 for the repairs that have been identified in the Dellwood Center Building Assessment study. These repairs will include mechanical, plumbing, structural and electrical repairs (105400.0514.25012).

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Torrence Lytle Community Center Building Assessment - Final Report

TORRENCE LYTLE COMMUNITY CENTER BUILDING ASSESSMENT

Town of Huntersville, North Carolina

.....
JULY 22, 2024



ORIGINAL
FINAL

SUBMITTED BY
Dewberry Engineers Inc.
2610 Wycliff Road, Suite 410
Raleigh, NC 27607-3073
919.746.9592

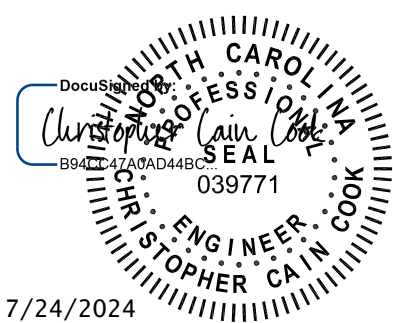
SUBMITTED TO
Michael Jaycocks
105 Gilead Road
Huntersville, NC 28070
704.766.2228

.....
This proposal includes information that shall not be disclosed outside of the CLIENT and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this information, CLIENT shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit CLIENT's right to use information contained in this information if it is obtained from another source without restriction. The information subject to this restriction is contained on all pages that follow.



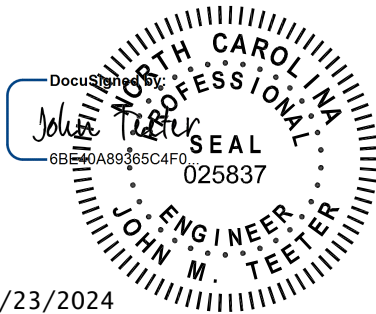
501 Dellwood Drive, Huntersville, NC
Torrence Lytle Community Center

July 22, 2024



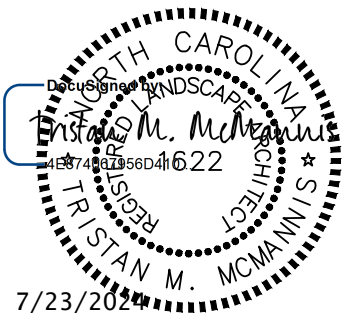
7/24/2024

PLUMBING AND FIRE
PROTECTION



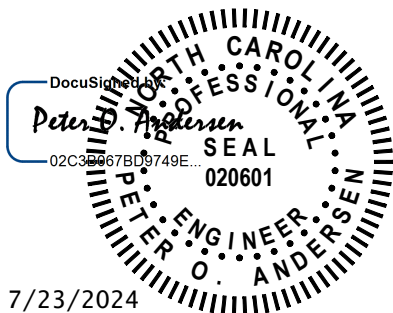
7/23/2024

MECHANICAL



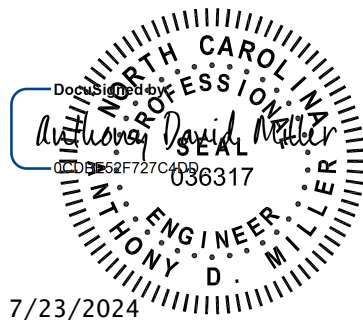
7/23/2024

LANDSCAPE ARCHITECTURE



7/23/2024

ELECTRICAL



7/23/2024

STRUCTURAL

SUBMITTED BY:

Dewberry Engineers Inc.
2610 Wycliff Road, Suite 410
Raleigh, NC 27607
NC License No.: F-0929

SUBMITTED TO:
Michael Jaycocks
105 Gilead Road
Huntersville, NC 28070

Introduction

Dewberry Engineers was hired by the Town of Huntersville Parks and Recreation Department to perform a building assessment of the Torrence Lytle Community Center located at 508 Dellwood Drive, Huntersville, NC. It was reported to Dewberry that there was an incident at the building where one of the restrooms was flooded causing damage to the wall and flooring. The Parks and Recreation Department hired a contractor to repair the damage and replace the flooring and wall tile. Upon demolition of the damaged finishes, significant deterioration of the base flooring was discovered. The following report is the observations by the Dewberry team with recommendations for immediate repairs to protect the integrity of the building.

Licensed Engineers from Dewberry and an architect from Creech and Associates, our subconsultant, performed a visual walkthrough of the building and adjacent site on April 26, 2024. The building assessment team reviewed the site / civil / landscape, exterior envelope, architectural interiors, structural systems, mechanical / electrical / plumbing systems, and life safety items. During the assessment we were assisted by a Parks and Recreation staff member to provide both access to restricted parts of the building and institutional knowledge of the building system operations and information about the restroom flooding. The following documents were provided to the FCA team to inform the assessment process:

AS-BUILT DRAWINGS	BUILDING REPORTS
Non-Available	Huntersville Rosenwald School Local Landmark Report <i>Gate City Preservation L.L.C. August 2021</i>

Based on our building assessment findings the following deliverables were created:

Deficiency Report: The Deficiency Report lists all requirements for the building systems assessed by the assessment team. This report includes cost to replace or restore systems that have immediate impact on the integrity of the building.

BUILDING DESCRIPTION

The Torrence Lytle Community Center is owned by the Town of Huntersville Parks and Recreation department and is on the Historic Registry. The community center remains in its original location where it was built in 1925 and operated as a school. The building address is 508 Dellwood Drive, Huntersville, NC 28078. The building is approximately 3,232 square feet sitting on 2.78 acres of land. The building is single-story wood framed with a crawlspace and concrete foundations bearing on soil.



Photo 1: North Elevation



Photo 2: West Elevation



Photo 3: South Elevation



Photo 4: East Elevation

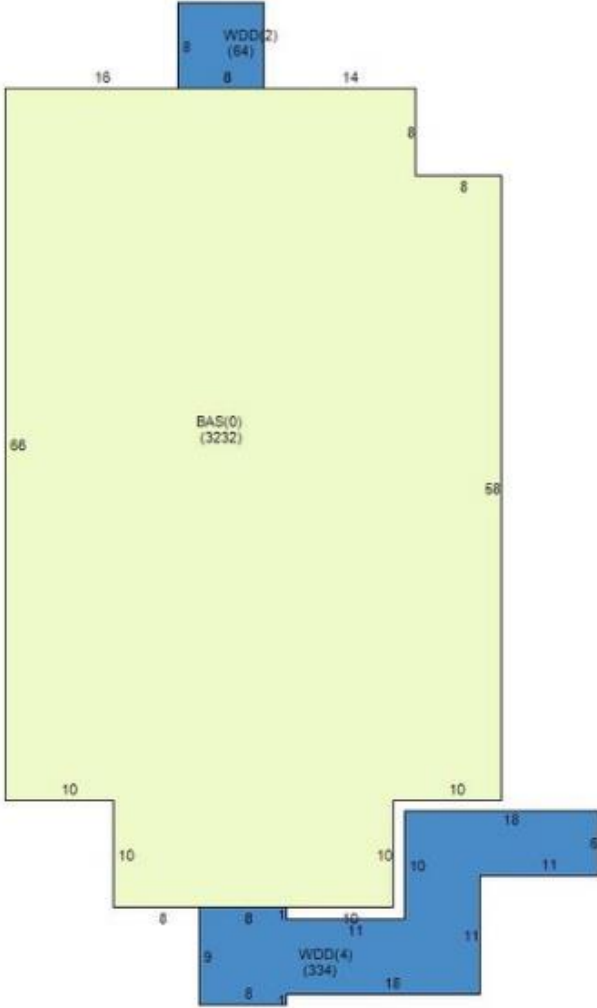


Figure 1: Architectural Drawing (Huntersville Rosenwald School Local Landmark Report - Gate City Preservation L.L.C. - 08/2021)

BUILDING ASSESSMENT FINDINGS AND RECOMMENDATIONS

The building assessment for the Torrence Lytle Community Center focuses on building integrity and recommendations to prevent further deterioration of the existing systems and finishes. Where applicable the assessment team has applied our professional judgement, experiences, and knowledge of code requirements or changes to recommend high-level improvements.

SITE/CIVIL

Site Elements:

It appeared the roof leaders at the main entrance to the building behind the existing wooden ramp are discharging to grade, but the grade is not sloping sufficiently away from the building. Therefore, there are signs of standing water against the building.

Recommendations

The recommendation is to install hard pipe the roof leaders to outfall past the ramp and regrade between the existing building and the ramp to ensure positive discharge away from the building.



Photo 5: Install Hard Pipe and Regrade to Provide Discharge Away from Building

STRUCTURAL

Exterior

There are no significant brick foundation wall cracks or exterior wall covering damage observed.

Floor Framing

Most of the floor framing has been previously replaced with 2x10 at 16" OC with new plywood sheathing and new (4) 2x10 girders. However, the back right quarter of the building under the existing bathrooms was not replaced when the rest of the flooring was replaced. It was observed that there is new sheathing under the southernmost restroom in the building.

The flooring level varies upwards of 2", with all of the variation in the main room is at the new framing. This is common when replacing an entire floor using old foundations which makes it difficult to keep flat. When the crawl space was inspected, it was observed that an estimate of 5% of the floor insulation is loose or has fallen off onto the ground. The floor framing, subfloor, and tongue and groove decking at the interior bathroom has significant water damage due to a leak with an unknown source.

With consideration to the condition of the structure, the building may be occupied except at the interior restroom area and kitchen until floor framing is replaced.

Front Entry & Ramp

The framing is in fair condition and is not recommended for immediate replacement. The railing and the deck of the front entry and ramp as also in fair condition and do not require immediate replacement. The rear porch framing on the south side of the building is in good condition and is not recommended for replacement in the near future.

Roof System

The roof has been replaced, although timeline for installation is unknown. The roof sheathing has been replaced with plywood when the new roofing shingles were installed. There is no evidence of roof leaks. Roof rafter bracing was added when the roofing system was replaced. There is no evidence of framing or sheathing damage. There is missing blown ceiling insulation along the center of the building that should be replaced. The new ceiling is installed under the original tongue and groove ceiling. There are isolated instances where there is water damage, although no active leaks were apparent.



Photo 6: Front Entry Ramp



Photo 7: Typical Condition of Attic/Roofing System

Recommendations

The following repair projects are recommended to address immediate needs for the building:

- Remove all floor joist, girders, subflooring and T&G subflooring at the interior bathroom. It all has water damage and excessive deflection.
- Provide 5,000 psi non-shrink grout under the steel column base plates.
- Replace rotted 8x6 wooden girder under kitchen/corridor wall.
- Reinforce 8x6 wooden girder under kitchen where it was cut for plumbing.

Torrence Lytle Community Center Building Assessment



Photo 8: Provide Non-Shrink Grout



Photo 9: Replace Rotted 8x6 Girder



Photo 10: Reinforce 8x6 Girder Under Kitchen

ARCHITECTURE

Exterior

The roof looks as if it has been replaced in recent years with a new underlayment, but the gutters and downspouts have areas of rust and deterioration. The slopes of the gutters are not allowing for them to drain properly. The lack of proper a proper slope is causing issues with the wood siding and our recommendation is to replace all gutters and downspouts.



Photo 11: Roofing System



Photo 12: Gutter System

Torrence Lytle Community Center Building Assessment

There is an area on the siding at the right-hand side of the front entrance that has a good amount of deterioration and warping in the siding that we would recommend repairing. This is due to the water coming off the gutter improperly and running down the side of the building.



Photo 13: Deteriorated Siding



Photo 14: Deteriorated Siding

There are small holes in the siding that need to be plugged to keep moisture from intruding into the building. There are several on the 2 sides and the rear of the building. There are also a few areas where openings in the siding have been infilled that need to have new caulk installed to keep water out.



Photo 15: Hole in Siding on East Side of Building



Photo 16: Hole in Siding on West Side of Building

The crawl space on the south side of the building near the rear entrance of the building. There is currently no vapor barrier installed in the space. Recommend installing a vapor barrier to provide accelerated deterioration protection.

Interior

The floor and walls in the bathroom need to be reinstalled where there has been water damage encountered. We recommend reinstalling subfloor and flooring once structural improvements are completed.

Torrence Lytle Community Center Building Assessment



Photo 17: Water Damage in Restroom



Photo 18: Wall Damage due to Water Leak in Restroom

There is an area in the ceiling of the rear entrance where there is damage caused by a previous water leak. It appears that the leak has been repaired due to a new underlayment and shingles, but the interior ceiling did not get repaired. We would recommend having the ceiling patched and repainted to seal the conditioned space from the attic space.



Photo 19: Hole in Ceiling Adjacent to the Kitchen Area

The rear entry hollow metal door and frame was observed to have water infiltration due to gaps in the weatherstripping. Recommend replacing the door to prevent future water infiltration and damage.



Photo 20: Gap in Weatherstripping at Rear Entrance



Photo 21: Evidence of Water Infiltration at Rear Entry

MECHANICAL

The mechanical assessment of this facility included visual inspections of equipment and systems, as well as functional testing and operation of equipment and systems where applicable.

Overall, mechanical equipment and systems at this facility are in good condition and good working order, with the exception of Unit #1 furnace vent pipe as noted below.

HVAC

Two (2) split systems supply heating and cooling to facility. Condensing units sit outdoors and the air handling unit (AHU) components are in utility closets indoors just off the main meeting hall area. Conditioned air is provided by AHU supply fans through supply duct located in the crawl space. The supply duct provides conditioned air to the main space through floor mounted supply grilles located along the perimeter of the building main space. Return air is supplied back to each AHU through filtered return air grilles above each utility closet door.

Unit #1

- Condenser unit is outside in mulch area behind ADA access ramp on right side (West) of main entrance
- Installation date unknown
- Condenser unit: Carrier. Date of manufacture - Nov 2016
Air Handling Unit: Carrier. Date of manufacture - Sep 2016
Refrigerant - 410A
Heating: Natural Gas
- Operated unit via wall mounted thermostat. Cycled system to heating mode and observed heated forced air from associated vents. Cycled system to cooling mode and observed cooled forced air from associated vents
- Furnace vent pipe is metal and extends up through roof and terminates above pitched roof line.



Photo 22: Unit 1 Indoor Unit



Photo 23: Unit 1 Condensing Unit

Emergent issue: Vent pipe appears to be coming loose from attachment point on fascia board as shown below.

Torrence Lytle Community Center Building Assessment



Photo 24: Loose Vent Pipe

Unit #2

- Condenser unit is outside in mulch area on left side (East) of main entrance
- Installation date unknown
- Condenser unit: Tempstar
Air Handling Unit: Tempstar
Refrigerant - 410A
Heating: Natural Gas
- Date of manufacture – Aug 2008
Date of manufacture – Apr 2007
- Operated unit via wall mounted thermostat. Cycled system to heating mode and observed heated forced air from associated vents. Cycled system to cooling mode and observed cooled forced air from associated vents.
- Furnace vent pipe is PVC and extends through roof where it terminates at 180° downturn

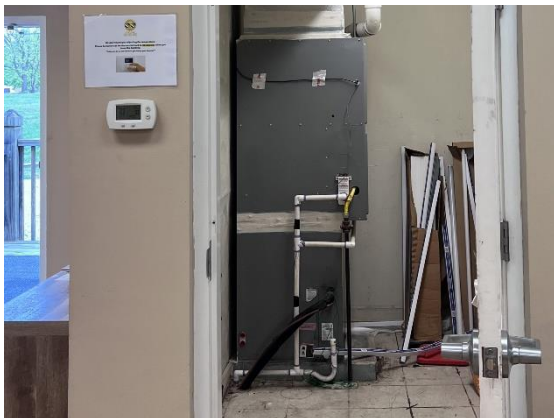


Photo 25: Unit 2 Indoor Unit



Photo 26: Unit 2 Condensing Unit

No emergent issues discovered. The unit has reached end of typical lifecycle and should be budgeted to be replaced in the near future. The opinion of probable cost to replace is around \$15,000.

Miscellaneous

- Recommend installing (2) commercial grade permanent dehumidifiers, (1) for the crawl space and (1) for the building interior.
- Kitchen
 - No cooking equipment on location
 - Exhaust/Vent hood is still in-place and connected to exhaust fan and fresh air supply, both located on the roof. Did not access roof to inspect
 - No emergent issues discovered

Additional work to be completed as part of a building renovation:

- The HVAC systems do not appear to include provisions for ventilation air. Recommend providing when the system is replaced.
- The air handling units do not have combustion air provisions for the furnace section as it is currently installed. Depending on the gas input to each unit, combustion air could either be ducted in from the exterior or taken entirely from the building if sufficient building volume exists. If taken from the building, there should be transfer grilles to the mechanical closets.
- The exhaust system in the restrooms is insufficient. Exhausting capabilities should be provided to the restrooms and ventilation air should be provided to make-up for any building exhaust.
- The decommissioned kitchen hood should be removed along with any associated ductwork. Capping the ductwork above the roof should be done if present.

PLUMBING**Sprinkler Systems**

The existing building is not currently protected by an automatic sprinkler system.

Plumbing

Domestic Water Supply Systems: The existing domestic water supply piping is type-L hard drawn copper, routed through the crawlspace. Portions of piping exposed within the kitchen and at the water heater are routed with crosslinked polyethylene tubing (PEX). The existing piping is not insulated throughout most of its entire length. Multiple runs of abandoned piping were observed in the crawlspace to fixtures which have since been removed. Additionally, the kitchen area has multiple, exposed, and capped supplies which served previously removed plumbing fixtures. A pair of hose bibbs are located on the southwest corner of the building and are in working order.

Sanitary Waste and Vent Systems: The existing sanitary waste and vent piping is polyvinyl chloride (PVC), routed through the crawlspace with vent terminals passing directly through the roof. Multiple runs of abandoned piping were observed in the crawlspace to fixtures which have since been removed. Additionally, the kitchen area has multiple, exposed, and capped waste connections which served previously removed plumbing fixtures. The prep sink in the middle of the kitchen is directly piped through the top of an existing floor drain strainer. A floor drain is located in a raised concrete slab on the southwest corner of the building.

Roof Drainage Systems: The existing building has a sloped roof which discharges to exterior gutters and downspouts. The gutters are welded aluminum and slope to the outside corners of each roof area.

The existing roof drainage systems are in good condition. Refer to the architectural portion of this report for additional information.

Natural Gas Systems: The existing building utilizes natural gas for building heat only. There is an existing meter located on the northeast corner of the building. The utility meter assembly is reducing the supply pressure down to 0.5-psi (7"–14" water column) and no pressure-regulators are provided at equipment connections. Each piece of equipment has a manual shutoff valve. All piping is black steel with threaded fittings. There is an existing unused capped connection in the kitchen.

Domestic Water Heating Equipment: The existing building is served by a forty-gallon, vertical storage, electric water heater manufactured by Whirlpool (model #E2F40RD045V). It is equipped with a thermal expansion tank manufactured by Whirlpool. No circulation pump is installed on the system. The manufacture date for this equipment is 2014. The water heater is sitting in a drain pan which is piped directly through the exterior wall to spill above grade. The natural gas meter located on North Elevation of building in mulch area to left of main entrance (Near HVAC Condenser Unit 2). It was visually inspected and there are no emergent needs discovered.



Photo 27: Domestic Water Heater



Photo 28: Domestic Water Heater Expansion Tank

Plumbing Fixtures: The existing building has two group restrooms. Each restroom has multiple floor-mounted, flush tank water closets and a single wall-mounted lavatory with a manual faucet. The women's restroom is currently under renovation to make significant repairs to the floor; refer to the structural portions of this narrative for additional information. The women's restroom existing water closets are being stored in the kitchen area during renovation activities. The kitchen area has a floor-mounted, stainless steel combination prep sink and worktable in the center with manual gooseneck faucet and a floor-mounted, stainless steel two-compartment sink with drainboards to the south side of the building. The plumbing fixtures are in fair to good condition and some operational malfunctions were observed. Fire suppression system in the kitchen hood is disconnected, abandoned in place, with no suppression agent bottles present.

Existing Deficiencies

Domestic Water Supply Systems: None observed. The piping is properly supported and where transitions between materials are made, the appropriate fittings have been installed.

Sanitary Waste and Vent Systems: The existing kitchen area is not currently equipped with a grease interceptor. The owner indicated that the space is not currently utilized for the preparation of food. Should this usage change in the future, modifications to the sanitary waste and vent systems throughout the kitchen will be required.

Roof Drainage Systems: See Architectural section for recommendations.

Natural Gas Systems: None observed as the system is in good condition.

Domestic Water Heating Equipment: None observed as the equipment is in good condition. The drain pan is dented, but the damage appears to be correctable without replacement of the drain pan.

Plumbing Fixtures: The lavatories do not currently have ADA-compliant insulation trim kits installed. Additionally, the faucets on the lavatories are not ADA-compliant.



Photo 29: Non-Compliant Lavatory



Photo 30: Non-Compliant Lavatory

ELECTRICAL

The electrical system for the Community Center includes a service entry disconnect switch feeding a 240/120V single phase main distribution panelboard. There is also an additional a 240/120V single phase panelboard. The building includes electrical devices including exit lights, interior/exterior lights & receptacles, and enclosed circuit breakers for the exterior HVAC system. There also are two interior security cameras.

Recommendations

The following are code violations that were observed during the building assessment to be corrected as part of a building renovation:

- The water heater requires a disconnect means.
- The coverage of fire alarm devices is insufficient.
- A service receptacle is required within 25' of the condensing unit at the front of the building.
- Arc flash labelling is required at disconnect switches and panelboards.
- An exit sign with integral, 90-minute battery is required at the front entrance door.
- All panels require labeling on cover and information about the location where fed from. Information about voltage should be included. Review and update panelboard schedule as needed.
- Main service panel needs code required service entrance grounding to be SE rated.

No emergent needs recommended at this time.

OPINION OF PROBABLE COST						
PROJECT: Torrence Lytle Community Center				CLIENT: Town of Huntersville Parks and Rec		
				TRADE: SUMMARY		
PHASE: STUDY				DATE: 7/22/2024		
LINE ITEM				COST		TOTAL
NO.		TRADE	LABOR and MATERIALS	OVERHEAD and PROFIT	CONTINGENCY	COST
	1	PLUMBING	\$1,450.00	\$145.00	\$239.25	\$1,834.25
	2	MECHANICAL	\$22,375.00	\$2,237.50	\$3,691.88	\$28,304.38
	3	ELECTRICAL	\$9,000.00	\$900.00	\$1,485.00	\$11,385.00
	4	STRUCTURAL	\$22,000.00	\$2,200.00	\$3,630.00	\$27,830.00
	5	ARCHITECTURE	\$44,396.00	\$4,439.60	\$7,325.34	\$56,160.94
	6	CIVIL	\$645.00	\$64.50	\$106.43	\$815.93
TOTAL			\$99,866	\$9,987	\$16,478	\$126,330.49
		PERMITTING FEE				\$1,500.00
Total						127,830.49

OPINION OF PROBABLE COST											
PROJECT: Torrence Lytle Community Center					CLIENT: Town of Huntersville Parks and Rec						
					TRADE: PLUMBING						
PHASE: STUDY					DATE: 7/22/2024						
LINE ITEM		MATERIALS or SF COST			LABOR			EQUIPMENT			TOTAL
NO.	ITEM	NO.	UNITS	\$/UNIT	NO.	UNITS	\$/UNIT	NO.	UNITS	\$/UNIT	COST
	SUB-TITLES										
1	ADA Faucet	2	EA	\$500.00	1	JOB	\$125.00	1	JOB	N/A	\$1,125.00
2	ADA Piping Coverage	2	LS	\$100.00	1	JOB	\$125.00	1	JOB	N/A	\$325.00
									SUB-TOTAL		\$1,450.00
								100.0%	LOCATION FACTOR		\$0.00
									SUB-TOTAL		\$1,450.00
								0.0%	PHASING FACTOR		\$0.00
									SUB-TOTAL		\$1,450.00
				Building sqft	3232			10.0%	OVERHEAD & PROFIT		\$145.00
				\$/sqft	\$ 0.57				SUB-TOTAL		\$1,595.00
								15.0%	CONTINGENCY		\$239.25
									TOTAL		\$1,834.25
ESTIMATE											\$1,830.00

OPINION OF PROBABLE COST													
PROJECT: Torrence Lytle Community Center					CLIENT: Town of Huntersville Parks and Rec								
					TRADE:	MECHANICAL							
PHASE: STUDY					DATE: 7/22/2024								
LINE ITEM		MATERIALS or SF COST			LABOR			EQUIPMENT				TOTAL	
NO.	ITEM	NO.	UNITS	\$/UNIT	NO.	UNITS	\$/UNIT	NO.	UNITS	\$/UNIT		COST	
	SUB-TITLES												
1	Misc Materials	1	EA	\$70.00	2	EA	120.00	1	EA	100.00		\$375.00	
2	Install Dehumidifiers	2	EA	\$5,000.00	32	HRS	100.00	0	HRS	0.00		\$13,200.00	
3	Install Exhaust Fans	2	EA	\$2,000.00	16	HRS	100.00	0	HRS	0.00		\$5,600.00	
4	Kitchen Hood Demolition	0	EA	\$0.00	32	HRS	100.00	0	HRS	0.00		\$3,200.00	
									SUB-TOTAL			\$22,375.00	
								100.0%	LOCATION FACTOR			\$0.00	
									SUB-TOTAL			\$22,375.00	
								0.0%	PHASING FACTOR			\$0.00	
									SUB-TOTAL			\$22,375.00	
				Building sqft	3232			10.0%	OVERHEAD & PROFIT			\$2,237.50	
				\$/sqft	\$ 8.76				SUB-TOTAL			\$24,612.50	
								15.0%	CONTINGENCY			\$3,691.88	
									TOTAL			\$28,304.38	
ESTIMATE												\$28,300.00	

OPINION OF PROBABLE COST											
PROJECT: Torrence Lytle Community Center					CLIENT: Town of Huntersville Parks and Rec						
					TRADE: ELECTRICAL						
PHASE: STUDY					DATE: 7/22/2024						
LINE ITEM		MATERIALS or SF COST			LABOR			EQUIPMENT			TOTAL
NO.	ITEM	NO.	UNITS	\$/UNIT	NO.	UNITS	\$/UNIT	NO.	UNITS	\$/UNIT	COST
	SUB-TITLES										
1	Water Heater Disconnect	1	EA	\$500.00							\$500.00
2	Fire Alarm Devices	6	EA	\$250.00	Labor and Equipment Cost Included in Materials			Labor and Equipment Cost Included in Materials			\$1,500.00
3	Provide Service Receptacle	1	EA	\$750.00							\$750.00
4	Arc Flash Study & Labeling	1	Study	\$5,000.00							\$5,000.00
5	Exit Signs	1	EA	\$250.00							\$250.00
6	Panel Labeling	1	Job	\$500.00							\$500.00
7	Main Service Panel Grounding	1	Job	\$500.00							\$500.00
									SUB-TOTAL		\$9,000.00
								100.0%	LOCATION FACTOR		\$0.00
									SUB-TOTAL		\$9,000.00
								0.0%	PHASING FACTOR		\$0.00
									SUB-TOTAL		\$9,000.00
				Building sqft	3232			10.0%	OVERHEAD & PROFIT		\$900.00
				\$/sqft	\$ 3.40				SUB-TOTAL		\$9,900.00
								15.0%	CONTINGENCY		\$1,485.00
									TOTAL		\$11,385.00
ESTIMATE											\$11,000.00

OPINION OF PROBABLE COST												
PROJECT: Torrence Lytle Community Center					CLIENT: Town of Huntersville Parks and Rec							
					TRADE: ARCHITECTURE							
PHASE: STUDY					DATE: 7/22/2024							
LINE ITEM		MATERIALS or SF COST			LABOR			EQUIPMENT			TOTAL	
NO.	ITEM	NO.	UNITS	\$/UNIT	NO.	UNITS	\$/UNIT	NO.	UNITS	\$/UNIT	COST	
	SUB-TITLES											
1	Gutters & Downspouts	240	LF	\$17	80	HRS	\$75				\$10,080.00	
2	Replace Damaged Siding	200	SF	\$23	20	HRS	\$75				\$6,000.00	
3	Fill Holes in Siding	1	LS	\$500	1	HRS	\$45	Equipment Cost Included in Materials and Labor			\$545.00	
4	Replace Floor Tile	200	SF	\$24.00	80	HRS	\$75				\$10,800.00	
5	Replace Wall Tile Finish	24	SF	\$24.00	60	HRS	\$75				\$5,076.00	
6	Replace Gypsum Walls	250	SF	\$13.00	40	HRS	\$75				\$6,250.00	
7	Repair Hole in Ceiling	1	LS	\$200.00	1	HRS	\$45				\$245.00	
8	Replace HM Door	1	LS	\$2,500.00	16	HRS	\$75				\$3,700.00	
9	Install Vapor Barrier	1	LS	\$500.00	16	HRS	\$75				\$1,700.00	
									SUB-TOTAL		\$44,396.00	
								100.0%	LOCATION FACTOR		\$0.00	
									SUB-TOTAL		\$44,396.00	
								0.0%	PHASING FACTOR		\$0.00	
									SUB-TOTAL		\$44,396.00	
				Building sqft	3232			10.0%	OVERHEAD & PROFIT		\$4,439.60	
				\$/sqft	\$ 17.38				SUB-TOTAL		\$48,835.60	
								15.0%	CONTINGENCY		\$7,325.34	
									TOTAL		\$56,160.94	
ESTIMATE											\$56,160.00	

APPENDIX: Huntersville Rosenwald School Local Landmark Report

Gate City Preservation L.L.C

August 2021



HUNTERSVILLE ROSENWALD SCHOOL LOCAL LANDMARK REPORT

508 Dellwood Drive
Huntersville, NC 28078

Charlotte-Mecklenburg Historic Landmarks Commission
Local Landmark Designation Report
Prepared by Gate City Preservation L.L.C.

August 2021

Charlotte-Mecklenburg

Historic Landmarks Commission

HISTORIC NAME(S) OF PROPERTY

- The Huntersville Rosenwald School
- Huntersville Colored School
- Huntersville Negro School
- Dellwood Center
- The Little School

ADDRESS OF PROPERTY

- 508 Dellwood Drive, Huntersville, NC 28078

PARCEL ID #: 01908102

DEED BOOK & PAGE: 24027, 256-259

ZONING

Amount of land/acreage to be designated

2.787 acres

Interior to be designated

☐ Yes ☒ No

Property Owner's Address:

The Town of Huntersville

P.O. Box 664

Huntersville, NC 28070

Applicant's Address:

Gate City Preservation L.L.C.

211 Tate Street

Greensboro, North Carolina 27403

TABLE OF CONTENTS

I.	ABSTRACT	4
	A. STATEMENT OF SIGNIFICANCE	
	B. INTEGRITY STATEMENT	
	C. PROPOSED BOUNDARY JUSTIFICATION	
II.	MAPS AND FLOOR PLANS	5
III.	ARCHITECTURAL ASSESSMENT.....	7
	A. ARCHITECTURAL IMPORTANCE	
	B. ARCHITECTURAL CONTEXT	
	C. ARCHITECTURAL DESCRIPTION	
IV.	HISTORICAL.....	9
	A. ROSENWALD SCHOOLS IN NORTH CAROLINA	
	B. MECKLENBURG COUNTY ROSENWALD SCHOOLS	
	C. HUNTERSVILLE ROSENWALD SCHOOL #2	
V.	CHAIN OF TITLE.....	15
VI.	FINDING AID FOR PHOTOGRAPHS.....	15
VII.	FIGURES	16
VIII.	APPENDIX.....	26
IX.	BIBLIOGRAPHY.....	29
X.	AUTHORIZATION.....	32

I. Abstract

Statement of Significance

Jim Crow laws and segregationist policies of the early 20th century intentionally created vast disparities in educational opportunities for African American students in the United States. When schools were available for African American students, they were often inferior and lacked services, creating roadblocks for social mobility and equal opportunity. Rosenwald Schools were a product of one of the most unique and successful examples of a private and public partnership in the United States to combat educational inequalities. From the 1910s through the 1930s, the Julius Rosenwald Fund aided in the construction of over 800 public schools for African American students in North Carolina. Mecklenburg County boasted 26 of these educational institutions, one of which was the Huntersville Rosenwald School.

The Huntersville Rosenwald School, located at 508 Dellwood Drive, known as “the little school” by former students and neighbors, is one of six of surviving Rosenwald schools in the state of North Carolina. Rosenwald Schools were not only a symbol of resistance to segregation, but also a grassroots act to challenge Jim Crow laws and white supremacy.¹ The Huntersville Rosenwald School is locally **historically significant** because it serves as an important reminder to an early era of rural African American education and race relations in Mecklenburg County. Its period of significance ranges from its date of construction in 1920 to its last year of use as a school in 1958. After the school closed, the building was used as a community center that served Pottstown and surrounding neighborhoods in northern Mecklenburg County. Throughout its 96 year history, the building had been an important gathering place for the African American community in Huntersville.

Archaeological Comments

No known archaeological features are present at this time.

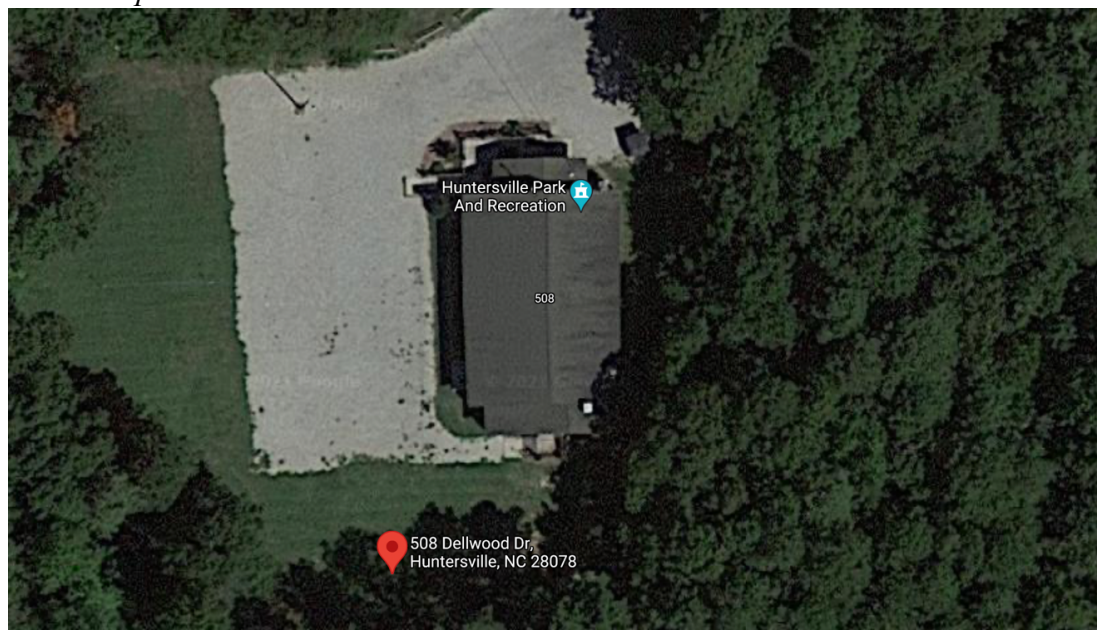
Integrity Statement

- **Location:** The Huntersville Rosenwald School remains in its original location on a forested lot. It is surrounded by a residential neighborhood from the same period of significance.
- **Design:** Although the building retains its form and some historical materials, it has been significantly altered. It is clad in German siding (some infilled and some original), many of the window openings have been closed, and non-contributing doors have been installed. The soffits appear to be plywood. The building’s main entrance also seems to have changed from its southern elevation to its northern elevation.
- **Setting:** Trees around the building have matured, but the lot itself has remained relatively unchanged since its original construction.
- **Workmanship:** The workmanship of the building is difficult to assess because of significant alterations to the building.
- **Materials:** Like workmanship, the materials of the building are difficult to determine because of extensive alterations.
- **Feeling:** Although the building has been altered, the feeling remains. The neighborhood still feels a strong connection to the building as “the little school,” and overall, its form has remained unchanged. When former students visit the structure, they still feel a strong sense of place.
- **Association:** The building is now used as a community center rather than a school.

¹ “The Rosenwald Schools: A Story of How Black Communities Across the American South Took Education into Their Own Hands,” *National Trust for Historic Preservation*, <https://www.arcgis.com/apps/Cascade/index.html?appid=7541c163fb20486598969c7acb559663>.

Proposed Boundary Justification

The proposed boundary for local landmark designation is the building's 2.787 acre parcel.

II. Maps and Floor Plans***Mecklenburg County Tax Map******Aerial Map***

A map of the Mecklenburg area. The word "MECKLENBURG" is written in large green letters in the center. A dashed line runs diagonally from the bottom left towards the top right. To the left of this line, there are several small white building icons. One building is labeled "MK2286 EspyAlexander House 2002" with a green square icon. Another building is labeled "MK1345 Huntersville Rosenwald School" with an orange square icon. To the right of the dashed line, there are more building icons. One building is labeled "MK2284 Saint Phillip Baptist Church" with an orange square icon. A road labeled "Dellwood Dr" runs diagonally from the top left towards the bottom right. Another road labeled "Serenity St" runs horizontally across the bottom right. There are also some numbers like "799", "13404", "13412", and "11600" near the roads.

[illegible]

III. Architectural Assessment

Architectural Importance

Between 1918 and 1927, 26 Rosenwald schools were built in Mecklenburg County. Architecturally, all Rosenwald Schools were designed as mid-size facilities with an auditorium which also served as a community center. Each school had to conform to specific design guidelines. All were frame construction, typically accommodating one to four classrooms, with large and numerous windows for ample light and ventilation, important considerations during the Progressive Era. Along with an auditorium or meeting space, there was typically an industrial room for courses in the practical arts and, in many of the rural schools, space was allocated for gardening. The Huntersville Rosenwald School has been significantly altered, however its form, location, feeling, and local historical significance remain.

Architectural Context

In the state of North Carolina, 39 extant Rosenwald Schools are listed on the National Register of Historic Places.² To view an interactive map of Rosenwald Schools in North Carolina, visit [NC SHPO ArcGIS](https://www.ncdcr.gov/about/history/division-historical-resources/nc-state-historic-preservation-office/architectural-13). Extant Rosenwald Schools in Mecklenburg County are Billingsville School in Charlotte (National Register), Caldwell Rosenwald School in Lemley Township, Huntersville Rosenwald School, McClintock School in Steele Creek, Rockwell School in Newell (Study List), and Smithville School in Cornelius. Of the twenty-six Rosenwald schools built in Mecklenburg County, the oldest surviving example is Rockwell School in Newell and the largest is McClintock School in Steele Creek township. Two other extant Rosenwald Schools, the Billingsville School (listed on the National Register of Historic Places) and the Rosenwald school in Matthews were both given brick veneers. Although there are six Rosenwald schools still extant in Mecklenburg County, some with higher architectural integrity than the Huntersville Rosenwald School, the historical impact of these institutions are so significant that all extant properties qualify for designation.

Architectural Description

Setting

The Huntersville Rosenwald School is located down a long gravel driveway and situated on a forested lot. Tall trees shield it from newer construction, contributing to the feeling of the property (Fig. 1). A maintained grassy lot and newer tree plantings surround the property.

Front (North) Elevation

The Huntersville Rosenwald School is frame construction. Over time, the property has been significantly altered. A rectangular block with two front-facing gables to the north and south, make up the main block of the building. Two front-facing gable additions extend from the front (north) and rear (south) elevations. The entrance into the building is located on the north facade, the shorter side of the structure (Fig. 2). The school is covered in German siding. Its soffit is composed of a material that appears to be plywood (Fig. 8-9, 11). The front (north) elevation of the Huntersville Rosenwald School is a one-level, two-bay wide facade with two front-facing gables. The brick foundation has been painted gray (Fig. 10). A vent is located in the center of each gable. The roof is constructed of asphalt shingle. An elongated metal chimney vent protrudes from

² "Rosenwald Schools," North Carolina Department of Natural and Cultural Resources.

<<https://www.ncdcr.gov/about/history/division-historical-resources/nc-state-historic-preservation-office/architectural-13>>.

Accessed June, 29, 2021.

the west side of the front-facing gable extension. On this elevation there is a single entrance door, which is a modern replacement with no lights and a metal door handle (Fig. 7). On this elevation there is a very large, modern ramp constructed of pressure-treated pine to accommodate wheelchair accessibility.

Side (West) Elevation

The side (west) elevation of the school has three sets of tall windows, one of the architectural features found in most Rosenwald Schools (Fig. 3). The window configuration consists of four openings, two elongated vertical rectangles made up of three lights and two one-light squares above each vertical window column (Fig. 6). Other than the windows, the rest of this elevation has been enclosed by siding.

Rear (South) Elevation

Similar to the front (north) elevation of the school, a front-facing gable addition extends from the back of the main block (Fig. 4). This elevation has one modern metal door with no lights and a metal door handle. On this block, a window has been enclosed by vinyl siding. There is a small crawl space door in the brick foundation and a vent in the gable.

Side (East) Elevation

On the side (east) elevation there is evidence of larger windows that have been enclosed by siding and replaced by six smaller, square windows (Fig. 5). It appears that there were larger, vertical windows on this elevation originally, likely similar to the massing of the windows on the west elevation.

IV. Historical

Rosenwald Schools in North Carolina

Julius Rosenwald, president of Sears, Roebuck and Company became interested in the possibility of funding Black education after reading the autobiography *Up From Slavery* by Tuskegee Institute founded Booker T. Washington in 1911. Booker T. Washington had conceived the idea of enhancing educational institutions for African American students with his staff at the Tuskegee Institute in the early 1900s through his Macon County Project, widely considered a precursor to Rosenwald Schools. Recognized as one of the nation's leading philanthropists, Julius Rosenwald supported a variety of public services. After meeting Washington, Rosenwald set his sights on a large-scale initiative to construct Black public schools across the country and set up the Rosenwald Fund to accomplish this. The relationship with Rosenwald gave him the resources to do so. In its first decade, the Rosenwald Fund spent over \$3,000,000 on rural school construction.³ The Rosenwald Fund was one of the most successful and innovative partnerships between private financiers and public education initiatives at the time. Rosenwald sought to create more opportunities for African American students, while also creating lasting interracial cooperation during the fraught era of legal segregation and Jim Crowism.

³ Hanchett, Thomas W. "The Rosenwald Schools and Black Education in North Carolina." Originally published in *North Carolina Historical Review*, Volume LXV, no. 4 (October 1988), pages 387-444. Online edition published 24 November 2014. https://www.historysouth.org/wp-content/uploads/2014/11/Rosenwald_Schools_NC.pdf. Online page 11.

By 1917, Rosenwald had set up a charitable fund to construct schools for African American students in the South.⁴ Rosenwald sought interracial cooperation through his program and specified that money for schools would only be granted if 1) the state and county contributed to the construction and maintenance of the building; 2) all citizens, regardless of race, contributed financially; and 3) African American citizens contributed money, labor, or both.⁵ Together, Rosenwald and Washington hoped that the initiative would not only build needed schools, but promote interracial cooperation during the era of Jim Crow that would result in lasting, long-term change.⁶ The Rosenwald system funded the schools through the state's education department in an effort to build a commitment to Black education at a statewide level. By 1932, 5400 Rosenwald structures had been built, 813 of which were in North Carolina, the most in the nation.⁷ This not only included school buildings, but teachers' homes, shops, and in some cases, athletic facilities. Although the Rosenwald building program died with Julius Rosenwald in 1932, existing Rosenwald schools remained in use until desegregation with the *Brown vs. Board of Education* ruling in 1954. Some schools remained in use well beyond that year.

Rosenwald schools were typically fairly primitive in nature. Simply designed and frame constructed, Rosenwald Schools were a significant upgrade to the typically cramped and inadequately built Black schools of the time. Rosenwald schools were built from formal, published plans that adhered to specific guidelines. The guidelines required that schools were positioned on a north-south principal axis with large bays of windows on the east and west sides to maximize natural light, addressing the lack of electricity in rural areas.⁸ The schools also reflected Progressive-era educational thought by featuring an "industrial room" for manual, domestic, and agricultural training, which mirrored the teachings of Booker T. Washington. The open interior of Rosenwald schools also encouraged using the schools as a meeting or community center for adults.⁹ Exterior architecture followed the popular Colonial style and were all one story tall. Some larger schools were constructed of brick, although most were designed with clapboard siding. Before 1920, Tuskegee Institute created design plans for Rosenwald buildings for one-teacher schools, and two variations of a five-teacher school with additional plans for an industrial building, outdoor privy, and teacher residences. After 1920, the Rosenwald Foundation tasked the Nashville office director Samuel L. Smith to draw new designs. He created plans for schools ranging in size from one to seven teachers, including additional facilities.¹⁰

⁴ Johnson, K. Todd, "Rosenwald Schools," *NCPedia*, 2006, accessed 28 March 2021, <https://www.ncpedia.org/rosenwald-fund>.

⁵ Mattson, Richard and William Huffman. "Historic Architectural Resources of Rural Mecklenburg County, North Carolina." National Register of Historic Places Multiple Property Documentation Form (Washington, DC: U.S. Department of the Interior, National Park Service, 1990), page 17.

⁶ Hanchett, Thomas W. "The Rosenwald Schools and Black Education in North Carolina," *History South*, 24 November 2014, page 3, https://www.historysouth.org/wp-content/uploads/2014/11/Rosenwald_Schools_NC.pdf

⁷ Hanchett, Thomas W. "The Rosenwald Schools and Black Education in North Carolina," *History South*, 24 November 2014, page 26, https://www.historysouth.org/wp-content/uploads/2014/11/Rosenwald_Schools_NC.pdf.

⁸ Mattson, Richard and William Huffman. "Historic Architectural Resources of Rural Mecklenburg County, North Carolina." National Register of Historic Places Multiple Property Documentation Form (Washington, DC: U.S. Department of the Interior, National Park Service, 1990), page 28.

⁹ Hanchett, Thomas W. "The Rosenwald Schools and Black Education in North Carolina," *History South*, 24 November 2014, page 20, https://www.historysouth.org/wp-content/uploads/2014/11/Rosenwald_Schools_NC.pdf.

¹⁰ Hanchett, Thomas W. "Rosenwald School Plans," *History South*, <https://www.historysouth.org/schoolplans/>.

In 1921, North Carolina's General Assembly created the Division of Negro Education as a branch of the State Department of Public Instruction. This division directed the Rosenwald School Program across the state, supervised Black colleges and teacher training, and oversaw Black primary school education.¹¹ The director of the Division of Negro Education, N.C. Newbold, worked closely with Rosenwald Fund staff to distribute funding and approve Rosenwald School applications. After the end of the Rosenwald Funds, the North Carolina Department of Public Instruction maintained control over the public Black schools throughout the state. From 1915 until 1930, spending per Black student in North Carolina increased five-fold, due in large part to the contributions of Black residents and matching Rosenwald fund monies.¹² The Rosenwald School program was a massive effort on the part of both private funders, public money, and individual contributors to drastically further the educational opportunities for African American students in North Carolina.

Mecklenburg County Rosenwald Schools

Historian Tom Hanchett importantly notes that Rosenwald Schools were not the first Black schools in Mecklenburg County. They were, however, a much-needed upgrade for African American education. Before the construction of Rosenwald Schools, Mecklenburg County's rural Black schools were typically one-room buildings where grade levels rarely went above elementary school. The Freedmen's Bureau provided some schooling for Black students, but only in more populated areas. With no federal presence, and very little state support, rural Black schools were woefully underfunded and lacked adequate resources.¹³

From 1918 to 1930, 26 Rosenwald Schools were built in Mecklenburg County. All of Mecklenburg County's Rosenwald Schools were built in rural, Black farming communities. This high number is likely thanks to the efforts of Dr. George E. Davis, principal fundraiser for North Carolina's Rosenwald schools.¹⁴ Davis attended Biddle University (now Johnson C. Smith University), a historically Black college in Charlotte, where he later became the university's first Black professor in 1885, and later Dean of Faculty. Davis was heavily involved in the development of public schools with his wife Marie G. Davis, principal of a Charlotte Black school. Dr. Davis worked tirelessly to fundraise for Rosenwald Schools, traveling across the state to solicit public funds and donations from the community. He appealed to church congregations, which offered a safe space for organized activity in the Black community during Reconstruction.¹⁵ As Charlotte was Davis's home city, it makes sense that Mecklenburg County contained such a large number of Rosenwald schools. Historian Tom Hanchett also notes that, although Mecklenburg County had the large city of Charlotte at its center, the surrounding lands were largely rural. Because of the large percentage of rural

¹¹ Hanchett, Thomas W. "Rosenwald Schools in Mecklenburg County: A History," *Charlotte Mecklenburg Historic Properties Commission*, 24 February 1987, page 11.

¹² Hanchett, Thomas W. "Rosenwald Schools in Mecklenburg County: A History," *Charlotte Mecklenburg Historic Properties Commission*, 24 February 1987, page 25.

¹³ Hanchett, Thomas W. "Rosenwald Schools in Mecklenburg County: A History," *Charlotte Mecklenburg Historic Properties Commission*, 24 February 1987, page 1.

¹⁴ Mattson, Richard and William Huffman. "Historic Architectural Resources of Rural Mecklenburg County, North Carolina." National Register of Historic Places Multiple Property Documentation Form (Washington, DC: U.S. Department of the Interior, National Park Service, 1990), page 17.

¹⁵ Hanchett, Thomas W. "Rosenwald Schools in Mecklenburg County: A History," *Charlotte Mecklenburg Historic Properties Commission*, 24 February 1987, page 13.

areas, fewer Mecklenburg County students had access to schools closer to the city.¹⁶ At the end of the Rosenwald Fund in the mid-1930s, North Carolina began consolidating schools into larger facilities. Mecklenburg County was divided into fourteen districts by the school board with planned “union schools,” desegregated schools comprising grades 1-11, displacing the need for the smaller, fairly primitive Rosenwald School buildings.

Huntersville Rosenwald School #2, or “the little school”

The Huntersville Rosenwald School, officially called “Huntersville School #2”, is located at 508 Dellwood Drive near Holbrooks Road on the southwest edge of Huntersville. The school stood in the Pottstown neighborhood, a historically Black neighborhood in Huntersville. Pottstown was primarily an agriculturally-based economy where families made a living by working on farms. Some Pottstown residents also did domestic work and picked cotton. Affiliated with the nearby St. Phillips Baptist Church, the school opened for the budget year 1920-1921. Huntersville Rosenwald School #1 (location unknown and no longer standing) followed the Rosenwald (or Nashville) type 3 building plans (see appendix for illustration).¹⁷ According to the Fisk University Rosenwald Fund Card File Database, the Huntersville Rosenwald School was built in 1925 and closely resembles a type 4 design with four classrooms. The Huntersville School is a frame building with an entry on the short side of the building.¹⁸ The school was constructed to house four teachers and sat on a 3-acre parcel of land. The land parcel was donated by Olin W. Hunter, for whom the town of Huntersville was named after.¹⁹ The total cost for the building was \$5,100. The Rosenwald Fund contributed \$1,100, while the public contributed \$3,200. The final \$800 was contributed by local Black citizens.²⁰

The Huntersville Rosenwald School became Huntersville Colored School after the school district consolidated schools in 1938. During its first year, Huntersville Colored High School had an enrollment of 135 students with four teachers.²¹ The school was accredited by the State Board of Education by 1940. The school later opened up a larger facility about a mile away in 1937, which was renamed the Torrence-Lytle School in 1953. The former Huntersville Rosenwald School building, called “the little school” served grades 1st through 4th. Before Torrence-Lytle was built for high school students, many young teens had to travel into Charlotte to attend Second Ward High School or travel long distances for upper grades. Since “the little school” lacked many resources available at the Torrence-Lytle building, students often had to travel to the

¹⁶ Hanchett, Thomas W. “Rosenwald Schools in Mecklenburg County: A History,” *Charlotte Mecklenburg Historic Properties Commission*, 24 February. 1987, page 15.

¹⁷ Hanchett, Thomas W. “Rosenwald Schools in Mecklenburg County: A History,” *Charlotte Mecklenburg Historic Properties Commission*, 24 February. 1987, page 38.

¹⁸ Woodard, Sarah A., Sherry Joines Wyatt, David E. Gall, “Industry, Transportation, and Education: The New South Development of Charlotte and Mecklenburg County,” *Charlotte Mecklenburg Historical Properties Landmark Commission*. September 2001, <https://files.nc.gov/ncdcr/historic-preservation-office/PDFs/ER%2019-0051.pdf>

¹⁹ Oral history interview conducted by Sonya Laney and Samantha Smith, 14 July 2021. In attendance (Helen Brown Rivers, Varona Wynn, George Whitley, Janelle Harris, Dora Dubose, Bevelyn Sherrill).

²⁰ “Huntersville School,” Fisk University Rosenwald Fund Card File Database, *Fisk University*, 2001, http://rosenwald.fisk.edu/?module=search.details&set_v=aWQ9Mjc2Ng==&school_historic_name=huntersville&school_county=mecklenburg&button=Search&o=0.

²¹ “Accredited Schools, 1942-1954,” Division of Negro Education. Dept. of Public Instruction, *State Archives of North Carolina*, page 6, <https://digital.ncdcr.gov/digital/collection/p16062coll13/id/16030>.

larger facility for such things as the library and cafeteria. Students could either take a bus when available or would walk through the woods.²² Torrence-Lytle became the first public Black high school in Northern Mecklenburg County.²³

As a union school, both buildings (“the little school” and Torrence-Lytle) were under the same administration. The principal, Isaac Graham, served from 1937 until the school’s closure in 1966. The curriculum and agenda were the same, but a need for space necessitated the little school. As a public county school, the district superintendent came by periodically for visits. Most grades had two teachers per grade, depending on school population and teacher availability. Classes usually ranged around 30 students. Torrence-Lytle had feeder years in grades 4, 8, and 9 for area students to transfer into. Every teacher had a homeroom class and the county required a registrar to take attendance as the school was part of the public county system. “The little school” had four classrooms to house grades 1st through 4th. It was heated by a wood stove, stoked by the older students. It had no indoor bathrooms, but had several privies near the buildings. Although adjacent to Huntersville town limits, the school was not on the town water supply and had a well of its own to supply the school. The building did have a small kitchen towards the rear. Students had used textbooks that were donated from local White schools and were told to take very good care of them or they would have to pay a fine. The school day included three recess periods for students to enjoy. The students took reading and writing courses, as well as math and natural sciences. Adjacent to the school on the western side was an empty lot that contained a playground, baseball field, and the outdoor toilets. Student dance troupes often performed operettas and dramas, culminating in the school’s all-important May Day celebration.²⁴

The African American community of Pottstown was very tightly knit. Alumni of the school recall that it was a family atmosphere at Torrence-Lytle. The school served as one of the only places that members of the community could gather other than church. Local government representatives would come to “the little school” building to commune with Black residents of Mecklenburg County and it served as a place for important discussions to be held. In the historic Huntersville Rosenwald school, the community could unite together. The school and community boasted spirits of cooperation, not competition. Community members have identified the historical traditions and rituals that were born from their relationships with the school, both as an educational institution and as a community gathering place. Alumna Helen Brown Rivers says that it is important to remember the history of learning that took place at the school. Rivers said that the education she received taught her how to conduct herself and be successful throughout her life. Another alumni Bevelyn Sherrill said “without knowing our history, we would perish. All ages have a history with this building since it has been a central part of this community for 96 years.” The school building represents the determination and resourcefulness that Pottstown residents had to get a fair education for their children. They repeatedly and successfully advocated for students and welcomed anyone who approached their doors.

²² Oral history interview conducted by Sonya Laney and Samantha Smith, 14 July 2021. In attendance (Helen Brown Rivers, Varona Wynn, George Whitley, Janelle Harris, Dora Dubose, Bevelyn Sherrill).

²³ “Fighting to Protect School, Its Legacy,” *The Charlotte Observer*, 10 February 2008, page 1B.

²⁴ Oral history interview conducted by Sonya Laney and Samantha Smith, 14 July 2021. In attendance (Helen Brown Rivers, Varona Wynn, George Whitley, Janelle Harris, Dora Dubose, Bevelyn Sherrill).

Alumni of the school recall that the education they received prepared them for changing times. Many alumni went on to university upon graduation. In an oral history interview, alum George White (who attended “the little school” from 1954-1956) says that the education he received never let him down and he was able to hold his ground throughout his life. White recalls the teachers being strict, but fair. He was reprimanded his very first day of school when he was caught trying to turn the clock back in order to have more time for recess. While the teachers were strict, they were also excellent at reaching their students and getting them excited about learning. There was no distinction between students, every person was treated the same. Teachers fostered a spirit of cooperation. When a student was struggling with coursework, teachers usually assigned their peers to assist them.²⁵ The sense of community and cooperation that was fostered at the school was vital to the growth, strength, and resiliency of the African American population of Huntersville.

After the closure of “the little school” in 1958, a group of Pottstown community members (chaired by LeRoy Wynn, Isaac Thompson, and Russ Sherrill) gathered together to purchase the mortgage of the school building and use it as a community center.²⁶ This community group, the Huntersville Better Community Civic Organization (now renamed the Huntersville Community Development Association), led important community outreach and civic development for the African American community in Huntersville. The group started by raising funds and obtaining grant money to begin repairs to the building and provide recreation programs beginning in the 1960s. For at least six weeks each summer, the group hosted a free youth summer program as a safe place for local students to go while parents were at work. The summer program was staffed by local high schoolers and run by St. Phillips Church’s Reverend Campbell and school teacher Mr. Beavers. Participants remember such activities as ping pong, games, basketball, baseball, horseshoes, checkers, and even a jukebox. The program lasted all day for a full week. Snacks, hot dogs, hamburgers, and ice cream were also available. The summer program gave community children a free, safe place to play when not in school.²⁷

Larger events such as sock-hops were held in the gym of Torrence-Lytle on weekends, and the school buildings served as meeting places to discuss issues within the Black community. “The little school” building was widely used for smaller gatherings and groups, weddings, reunions, church services, and community meetings. Churches used the building for vacation Bible school, which was always well attended. 4-H and the county agricultural extension also used “the little school” building for agriculture classes, as well as home economics lessons (such as cooking and upholstery).²⁸ It was (and remains) a hub of the Pottstown neighborhood and Northern Mecklenburg county’s African American population. Torrence-Lytle closed in 1966 when Charlotte-Mecklenburg schools began desegregating. The building is currently used as a community center with plans for further renovation.²⁹ In 2008, “the little school” building was sold by the

²⁵ Oral history interview conducted by Sonya Laney and Samantha Smith, 14 July 2021. In attendance (Helen Brown Rivers, Varona Wynn, George Whitley, Janelle Harris, Dora Dubose, Bevelyn Sherrill).

²⁶ Oral history interview conducted by Sonya Laney and Samantha Smith, 14 July 2021. In attendance (Helen Brown Rivers, Varona Wynn, George Whitley, Janelle Harris, Dora Dubose, Bevelyn Sherrill).

²⁷ Oral history interview conducted by Sonya Laney and Samantha Smith, 14 July 2021. In attendance (Helen Brown Rivers, Varona Wynn, George Whitley, Janelle Harris, Dora Dubose, Bevelyn Sherrill).

²⁸ Oral history interview conducted by Sonya Laney and Samantha Smith, 14 July 2021. In attendance (Helen Brown Rivers, Varona Wynn, George Whitley, Janelle Harris, Dora Dubose, Bevelyn Sherrill).

²⁹ “Fighting to Protect School, Its Legacy,” *The Charlotte Observer*, 10 February 2008, page 1B.

Huntersville Community Development Association to the town of Huntersville.³⁰ It is currently owned by the city and used by the parks and recreation department as a recreation center. Community groups, such as the Northern Mecklenburg Communities United and the Torrence-Lytle Alumni Association continue to convene in the building for meetings and events. As alumni of the school put it, the history of the school and the building stands on its own. The building was not merely an educational institution, but a civic gathering space where the Huntersville and Northern Mecklenburg African American community could come together to create change, remain resilient, and provide strength for their neighbors. This building serves as an important figurehead in the history and journey of the Huntersville's African American community.

V. Chain of Title

1. Book 24027 Page 256-259

- a. Recorded on August 7, 2008
- b. Grantor: Huntersville Community Development Association, Inc.
- c. Grantee: The Town of Huntersville

2. Book 9913 Page 298-301

- a. Recorded on September 11, 1998
- b. Grantor: Huntersville Better Community Civic Organization, Inc.
- c. Grantee: Huntersville Community Development Association, Inc.

3. Book Page 387-388

- a. Recorded on June 4, 1958
- b. Grantor: Board of Education of Mecklenburg County
- c. Grantee: Huntersville Better Community Civic Organization, Inc.

4. Book 558 Page 329 (consultant could not find this deed)

- a. Recorded on April 23, 1925
- b. Grantor: O. W. Hunter (unmarried)
- c. Grantee: Board of Education of Mecklenburg County

V1. Finding Aid for Photographs

- Fig. 1: Setting
- Fig. 2: Front (North) Elevation
- Fig. 3: Side (West) Elevation
- Fig. 4: Rear (South) Elevation
- Fig. 5: Side (East) Elevation
- Fig. 6: Windows
- Fig. 7: Door
- Fig. 8: Siding
- Fig. 9: Exposed wood siding
- Fig. 10: Brick foundation
- Fig. 11: Soffit

³⁰ Oral history interview conducted by Sonya Laney and Samantha Smith, 14 July 2021. In attendance (Helen Brown Rivers, Varona Wynn, George Whitley, Janelle Harris, Dora Dubose, Bevelyn Sherrill).

Figures

Fig. 1: Setting



Fig. 2: Front (North) Elevation



Fig. 3: Side (West) Elevation



Fig. 4: Rear (South) Elevation



Fig. 5: Side (East) Elevation



Fig. 6: Windows



Fig. 7: Door

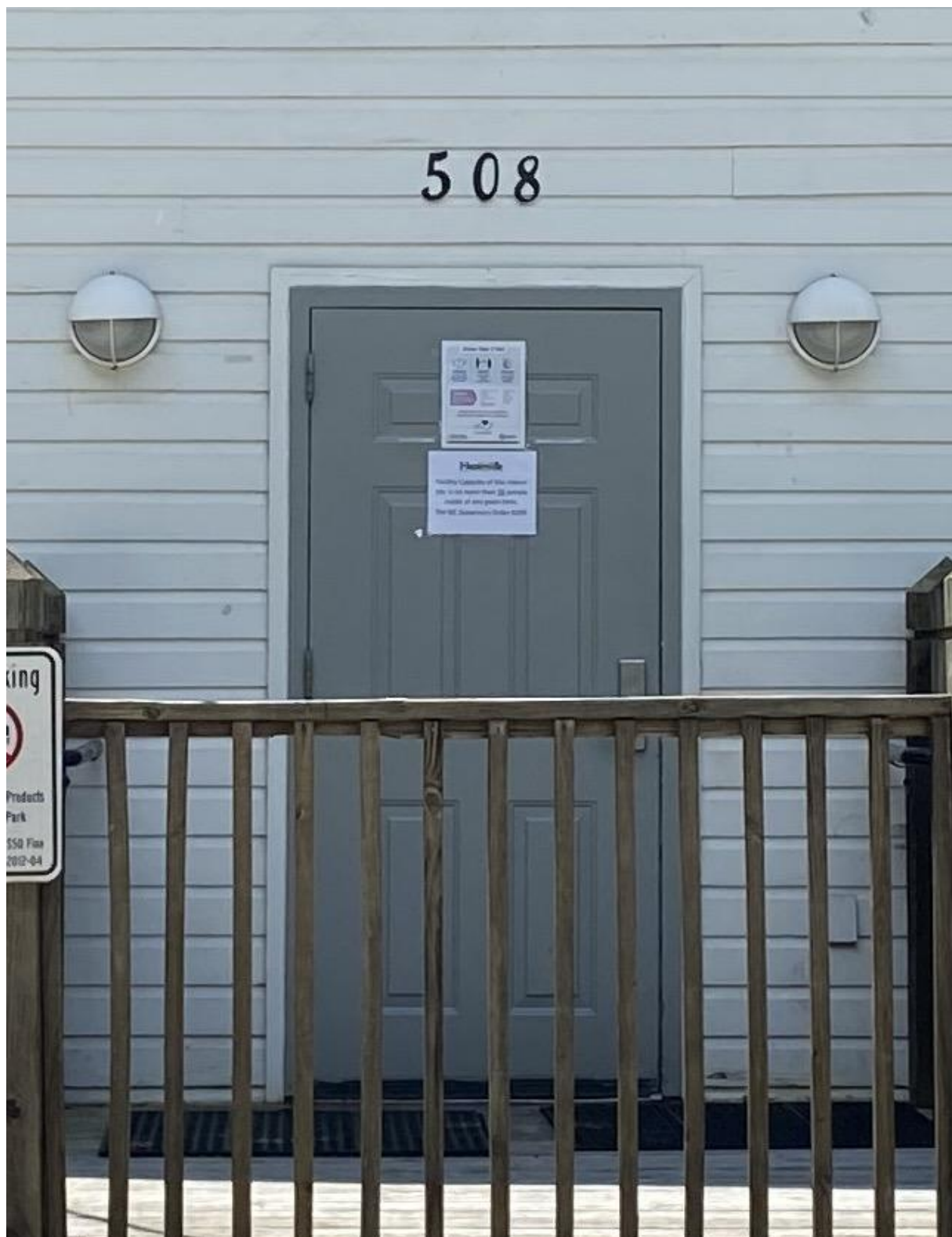


Fig. 8: Siding



Fig. 9: Exposed wood siding



Fig. 10: Brick foundation



Fig. 11: Soffit



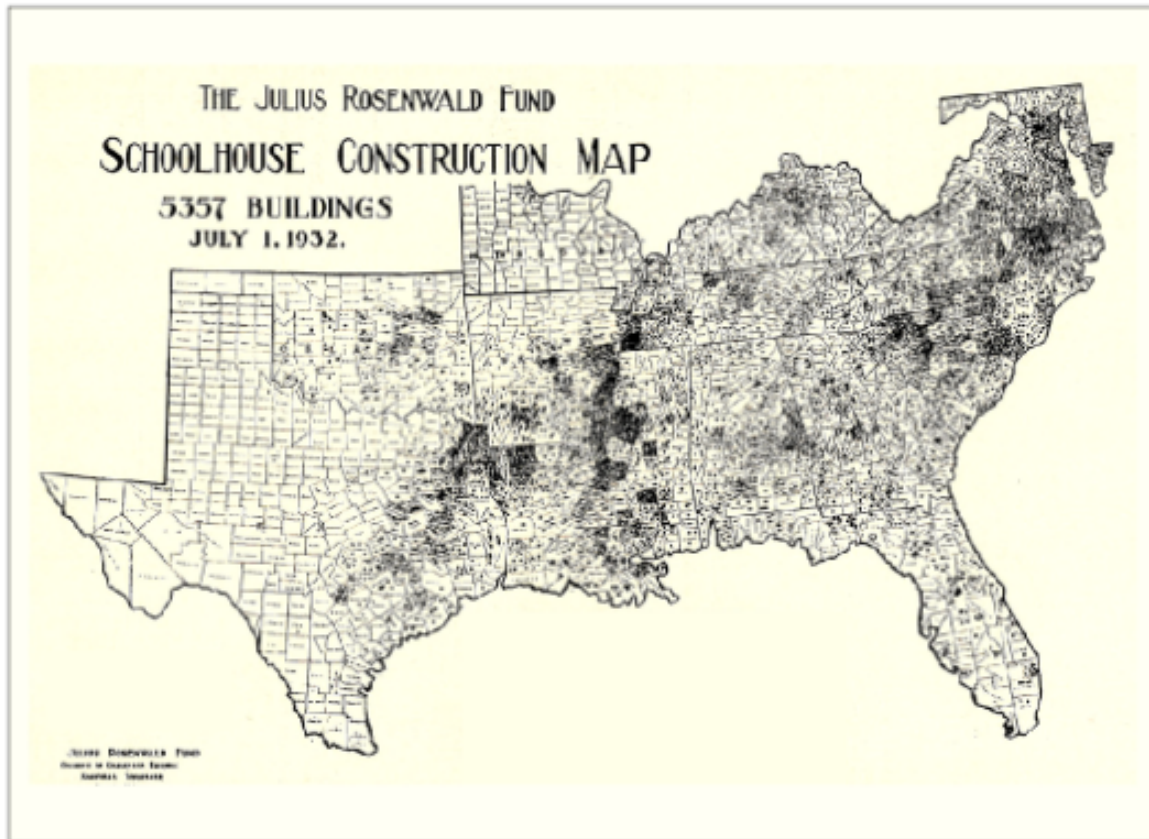
Appendix



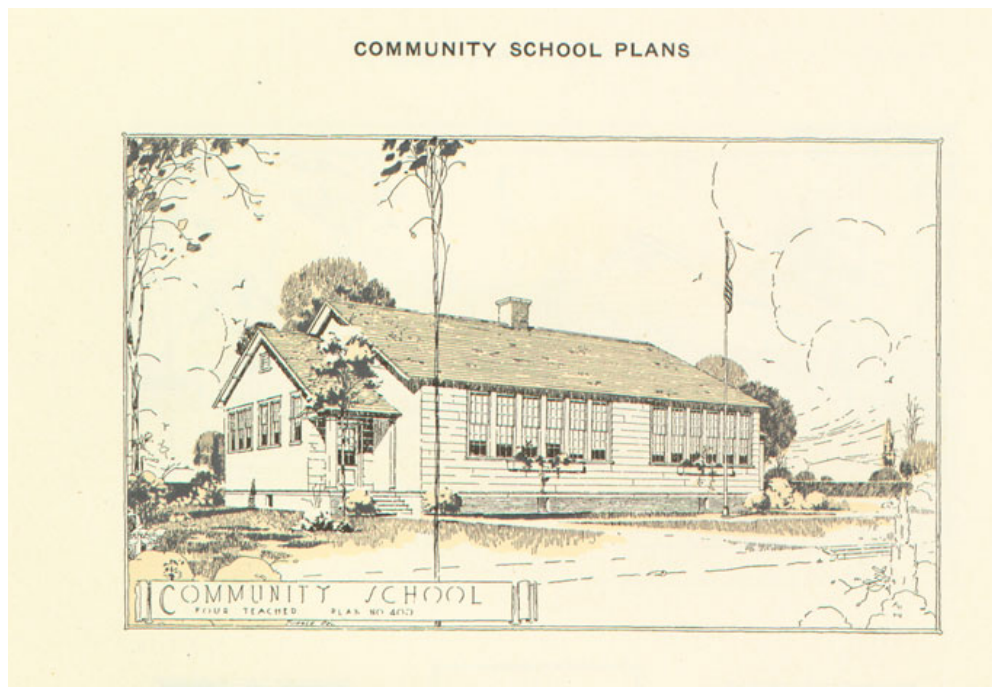
Appendix 1: Huntersville School (Rebuilt), courtesy of the Fisk University Rosenwald Fund Card File Database.



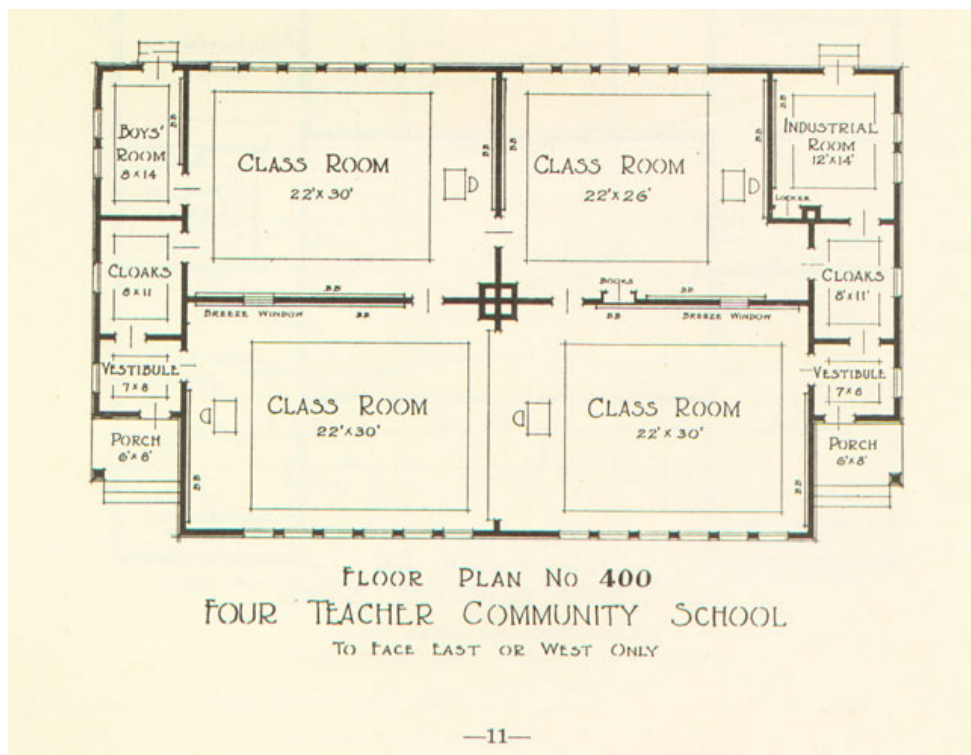
Appendix 2: Huntersville School (Rebuilt), courtesy of the Fisk University Rosenwald Fund Card File Database.



Appendix 3: Map of Rosenwald Schools in 1932 (the final year mapped). [Fisk University, John Hope and Aurelia E. Franklin Library Special Collection, Julius Rosenwald Fund Archives](#)



Appendix 4: School Plans for four teacher school, Community School Plans, Bulletin No.3 Issued by THE JULIUS ROSENWALD FUND Nashville, Tennessee, 1924.



Appendix 5: School Plans for four teacher school, Community School Plans, Bulletin No.3 Issued by THE JULIUS ROSENWALD FUND Nashville, Tennessee, 1924.

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“The Rosenwald Schools: A Story of How Black Communities Across the American South Took Education into Their Own Hands.” *National Trust for Historic Preservation*.
<https://www.arcgis.com/apps/Cascade/index.html?appid=7541c163fb20486598969c7acb559663>.

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Oral history interview conducted by Sonya Laney and Samantha Smith, 14 July 2021. In attendance (Helen Brown Rivers, Varona Wynn, George Whitley, Janelle Harris, Dora Dubose, Bevelyn Sherrill).

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND SUPPORT LANDMARK DESIGNATION OF THE PROPERTY DEFINED HEREIN.

I also acknowledge that the Charlotte-Mecklenburg Historic Landmarks Commission may require additional information.

Signature of Owner

Date

Signature of Owner

Date

I also acknowledge that the designation includes the interior, interior features and details; exterior, exterior features and details of all structures; and land, unless otherwise noted in the report. Any alterations of the property and/or features designated, requires an approved *Certificate of Appropriateness (COA)* issued by the Charlotte-Mecklenburg Historic Landmarks Commission.

Signature of Owner

Date

Signature of Owner

Date



Request for Board Action

September 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Rebecca Bleich, Planner II

Subject: Call for Public Hearing for Petition #TA21-14

EXPLAIN REQUEST:

Consider a request by the Town of Huntersville Planning Department to amend Article 153, Sections 2, 3, 4, 10, 11, and 13 of the Code of Ordinances to ensure compliance with state statute.

ACTION RECOMMENDED:

Call a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

September 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: Appropriate Grant Revenue

EXPLAIN REQUEST:

At the Town Board meeting on June 17, 2024, the Board approved the purchase of 0.350 acres located at 14703 N Old Statesville Road, Huntersville, NC 28078 for \$2,300,000. Appropriate NC Office of Budget Management Grant 11982 (403336.9999.24005) for \$2,500,000 for the purchase of the site, mitigation and related closing costs (various expense accounts).

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None



Request for Board Action

September 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Subject: Resolution in Support of Legislation

EXPLAIN REQUEST:

Draft legislation has been developed that will authorize a countywide referendum for a sales tax that will fund road and transit projects. The draft legislation contains the following Huntersville priorities:

- Citizens will have the right to vote in a referendum on a sales tax that will determine their road network and transit future.
- The potential sales tax is estimated to provide \$10 million annual funding for Huntersville road projects.
- Enabling legislation and sales tax that provides a funding source to build the Red Line to North Mecklenburg.

ACTION RECOMMENDED:

Approve attached Resolution in Support of Legislation

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Draft Resolution
2. Legislation. Authorizing Supplemental Revenue for Local Government Transportation. August 2024
3. Executive Summary. Authorizing Supplemental Revenue for Local Government Transportation. August 2024

**RESOLUTION
OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS
IN SUPPORT OF LEGISLATION AUTHORIZING REFERENDUM**

WHEREAS, the Town of Huntersville is a member of the Metropolitan Transit Commission established in 1999 between Mecklenburg County, the City of Charlotte, and the six surrounding towns, and is supportive of providing a diverse roadway infrastructure and public transportation options to its residents; and

WHEREAS, Mecklenburg County is a regional economic engine with over 1.2 M residents. It is one of the fastest-growing metro areas in the country, attracting new businesses, jobs, tourism, and people every day; and

WHEREAS, our regional growth creates regional transportation needs that include managing the inevitable increase in vehicle trips, maintaining healthy air quality, reducing emissions and congestion; and

WHEREAS, Mecklenburg County is the center of the Piedmont region with roughly half of our collective employment base commuting from outside the county; and

WHEREAS, the transportation decisions we make today will shape the future of our municipalities, county, region, and state; and

WHEREAS, substantial federal grant funding is available for investment in transportation network infrastructure, which requires a percentage match of local funding to utilize; and

WHEREAS, the Town of Huntersville desires that the North Carolina General Assembly pass legislation authorizing the citizens of Mecklenburg County to decide by referendum whether they will approve an additional sales tax for investment in roadway and public transportation systems.

NOW THEREFORE, BE IT RESOLVED, that the Town of Huntersville Board of Commissioners:

1. Hereby supports the coalition of local jurisdictions in Mecklenburg County to seek authorization from the North Carolina General Assembly authorizing the voters of Mecklenburg County to determine by referendum whether they will approve an additional sales tax for further investment in roadway and public transportation systems.
2. This Resolution shall be effective as of the date of its adoption.

Adopted this 3rd day of September 2024

ATTEST:

Janet Pierson, Clerk to the Board

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

A BILL TO BE ENTITLED
AN ACT TO AUTHORIZE SUPPLEMENTAL SOURCES OF REVENUE FOR LOCAL
GOVERNMENT TRANSPORTATION SYSTEM FINANCING.

The General Assembly of North Carolina enacts:

PART I. LEGISLATIVE FINDINGS

SECTION 1.1. The General Assembly makes the following findings:

- (1) Transportation plays a vital role in the State’s economy; it makes economic activity possible (e.g., connecting producers to raw materials, workers, and customers) and is a major economic activity in its own right.ⁱ
- (2) Increased investment in public transportation can lead to significant economic growth as a result of both the short-term stimulus impact of public transportation outlays and a longer-term, cumulative impact on economic productivity.ⁱⁱ
- (3) Multiple research studies show a link between access to transportation and economic mobility.ⁱⁱⁱ
- (4) Sound transportation investments lower the costs of moving people and goods, thereby increasing economic productivity and improving standards of living.^{iv}
- (5) Some studies have suggested that traffic congestion costs the United States economy over \$120 billion annually.^v
- (6) Potential costs of congestion include those related to increased travel time, added fuel costs, increased unreliability, emissions and environmental damage, excess vehicle operating costs, loss of productivity, increased inventory costs, and higher frequency of cargo delays.^{vi}
- (7) Research studies have linked traffic congestion to higher rates of depression and anxiety, lower job and overall satisfaction, and even increased rates of domestic violence.^{vii}
- (8) Traffic congestion is typically a bigger problem in more urbanized and rapidly growing areas.
- (9) North Carolina is home to urbanized and rapidly growing areas that are experiencing the negative effects of traffic congestion.
- (10) According to a February 2024 Forbes article, Charlotte, North Carolina scored second in a “hardest commute report.”^{viii}
- (11) Congestion begins slowing the employment growth rate in a region at approximately 37 annual hours of commuter delay and halts growth altogether at 180 annual hours of commuter delay.^{ix}
- (12) According to the Texas A&M Transportation Institute, the Charlotte-Concord-Gastonia MSA reached 38 annual hours of commuter delay in 2000 and climbed to 53 hours in 2019.^x
- (13) In 20 years, the Charlotte region’s population will grow by 50% from 2.6 million today to 4.1 million in 2045.^{xi}
- (14) As congestion continues to increase, it’s estimated that up to 126,100 jobs and \$3.0 billion in tax receipts could go unrealized by the end of 2050 in the Charlotte-Concord-Gastonia MSA.^{xii}
- (15) Additional sources of transportation funding are needed to help these areas address congestion so as not to impede future economic growth.

PART II. REVISIONS TO CURRENT MECKLENBURG COUNTY SALES TAX FOR PUBLIC TRANSPORTATION

SECTION 2.1. G.S. 105-506.1 reads as rewritten:

“§ 105-506.1. Definitions.

The definitions in G.S. 105-164.3 and the following definitions apply in this Article:

- ...
- (3) Public transportation system. – Any combination of real and personal property established for purposes of public transportation. The systems may include one or more of the following: structures, improvements, buildings, equipment, vehicle parking or passenger transfer facilities, railroads and railroad rights-of-way, rights-of-way, bus services, shared-ride services, high-occupancy vehicle facilities, car-pool and vanpool programs, voucher programs, telecommunications and information systems, integrated fare systems, and the interconnected bicycle and pedestrian infrastructure that supports public transportation, bus lanes, and busways. The term includes tunnels and other infrastructure designed to rapidly transport people, freight, or vehicles through automated means. The term does not include, however, streets, roads, or highways except to the extent they are dedicated to public transportation vehicles or to the extent they are necessary for access to vehicle parking or passenger transfer facilities.
- (4) Transportation authority. – For the purposes of Part 2 of this Article, a metropolitan public transportation authority created pursuant to Article 33 of Chapter 160A. For the purposes of Parts 3 and 4 of this Article, a regional public transportation authority created pursuant to Article 26 of Chapter 160A of the General Statutes; and for the purposes of Parts 3 and 5 of this Article, a regional transportation authority created pursuant to Article 27 of Chapter 160A of the General Statutes.”

SECTION 2.2. G.S. 105-507.2 reads as rewritten:

“§ 105-507.2. ~~Levy and collection~~ Levy, collection, and repeal of sales and use tax.

(a) If the majority of those voting in a referendum held pursuant to G.S. 105-507.1 vote for the levy of the tax, the board of commissioners of the county may, by resolution, levy one-half percent (½%) local sales and use taxes in addition to any other State and local sales and use taxes levied pursuant to law. Except as provided in this Part, the adoption, levy, collection, administration, and repeal of these additional taxes shall be in accordance with Article 39 of this Chapter. In applying the provisions of Article 39 of this Chapter to this Part, references to ‘this Article’ mean ‘Part 1 of Article 43 of Chapter 105 of the General Statutes’.

(b) No action by a county to repeal a tax levied under this Part may become effective while previously issued or, as provided in this subsection, refinanced, bonds, notes, or other financing secured or payable by receipts derived from the tax allocated to a municipality or a transportation authority by the county remain outstanding. Nothing in this Part obligates a county to exercise any power of taxation or restricts the ability of the county to repeal the tax previously levied. If a county repeals a tax levied under this Part, a municipality or transportation authority may refinance previously issued bonds, notes, or other financing that are secured or payable by receipts for the tax revenue under this Part to reduce debt service as allowed under the law so long as the refinancing does not extend the date of maturity for the previously issued bonds, notes, or other financing.”

SECTION 2.3. G.S. 105-507.3(b) reads as rewritten:

1 “(b) Use. - A county must allocate the net proceeds distributed to it in accordance with
2 its financial plan adopted pursuant to G.S. 105-507 and use the net proceeds only for financing,
3 constructing, operating, and maintaining local public transportation systems. Any other unit of
4 local government may use the net proceeds distributed to it under this Part only for financing,
5 constructing, operating, and maintaining local public transportation systems. Every unit of
6 government shall use the net proceeds to supplement and not to supplant or replace existing
7 funds or other resources for public transportation systems. The net proceeds distributed to any
8 unit of local government, other than the county that levies the tax, pursuant to this Part may be
9 included as revenues within the meaning of G.S. 159-81(4), including any modifications of that
10 statute.”

11 **SECTION 2.4.** G.S. 105-507.3, as amended by Section 2.3 of this act, reads as
12 rewritten:

13 **“§ 105-507.3. Distribution and use of taxes.**

14 (a) Distribution. – The Secretary shall, on a monthly basis, allocate to each taxing county the
15 net proceeds of the tax levied under this Part by that county. If the Secretary collects taxes under
16 this Part in a month and the taxes cannot be identified as being attributable to a particular taxing
17 county, the Secretary shall allocate these taxes among the taxing counties, in proportion to the
18 amount of taxes collected in each county under this Part in that month and shall include them in
19 the monthly distribution.

20 The Secretary shall distribute the net proceeds of the tax levied by a county ~~on a per capita~~
21 ~~basis among the county and the units of local government in the county that operate public~~
22 ~~transportation systems to the largest transportation authority that includes the county.~~ No
23 proceeds shall be distributed to a ~~county that does not operate a public transportation system or~~
24 ~~to a unit of local government~~ transportation authority that does not operate a public
25 transportation system.

26 (b) Use. - A ~~county must allocate the net proceeds distributed to it in accordance with its~~
27 ~~financial plan adopted pursuant to G.S. 105-507 and use the net proceeds only for financing,~~
28 ~~constructing, operating, and maintaining local public transportation systems. Any other unit of~~
29 ~~local government~~ transportation authority may use the net proceeds distributed to it under this
30 Part only for financing, constructing, operating, and maintaining local public transportation
31 systems. ~~Every unit of government shall use the net proceeds to supplement and not to supplant~~
32 ~~or replace existing funds or other resources for public transportation systems.~~ The net proceeds
33 distributed to any unit of local government, other than the county that levies the tax, pursuant to
34 this Part may be included as revenues within the meaning of G.S. 159-81(4), including any
35 modifications of that statute.”

36 **SECTION 2.5.** Section 2.4 of this act becomes effective only if Mecklenburg County
37 levies a tax authorized under Part IV of this act. If Mecklenburg County levies a tax authorized
38 under Part IV of this act, then Section 2.4 becomes effective on the same date that the tax levied
39 under that Part becomes effective. The remainder of this Part is effective when it becomes law.
40

41 **PART III. REVISIONS TO CURRENT MECKLENBURG COUNTY U-DRIVE-IT TAX**

42 **SECTION 3.1.** Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162
43 and amended by Section 2.(h) of S.L. 2009-527, reads as rewritten:

44 **"SECTION 3.1.** A county authorized to impose a tax under Part 2 of Article 43 of
45 Chapter 105 of the General Statutes is considered an authority under Article 50 of Chapter 105 of
46 the General Statutes, as enacted by Section 3 of this act, and the board of commissioners of that

county is considered the board of trustees of the authority under Article 50. G.S. 105-554 of Article 50 does not apply to the proceeds of a tax imposed by a county considered an authority under this section. The proceeds of a tax imposed by a county considered an authority under this section must be transferred to the largest city in metropolitan public transportation authority including that county operating a public transportation system and used only for financing, constructing, operating, and maintaining a public transportation system. The proceeds may supplant existing funds allocated for a public transportation system. The term 'public transportation system' has the same meaning as defined in G.S. 105-506.1."

SECTION 3.2. This Part act becomes effective only if Mecklenburg County levies a tax authorized under Part IV of this act. If Mecklenburg County levies a tax authorized under Part IV of this act, then this Part becomes effective on the same date that the tax levied under that Part becomes effective.

PART IV. ADDITIONAL MECKLENBURG COUNTY ROADWAY SYSTEMS AND PUBLIC TRANSPORTATION SYSTEMS SALES TAX

SECTION 4.1. Title. – This Part is the Mecklenburg County Roadway Systems and Public Transportation Systems Sales Tax Act and may be cited by that name. This Part gives Mecklenburg County an opportunity to obtain an additional source of revenue with which to meet its needs for financing roadway systems and public transportation systems. It provides the County with authority to levy sales and use taxes. All such taxes must be approved in a referendum.

SECTION 4.2. Definitions. – The definitions in G.S. 105-164.3, G.S. 105-506.1, and the following definitions apply in this Part:

- (1) Authority. – A metropolitan public transportation authority created under Article 33 of Chapter 160A, as enacted by Part V of this act.
- (2) Eligible municipality. – Any of the following municipalities in Mecklenburg County: the City of Charlotte and the Towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville.
- (3) Red Line. – A rail project that includes, at a minimum, service from the center of the City of Charlotte through the towns of Cornelius, Davidson, and Huntersville and, provided that agreement is obtained from applicable local governments outside of Mecklenburg County, continues to a point north of the jurisdiction of the Town of Davidson, and in no event shall the terminus be in the Town of Davidson's jurisdiction unless approved by the Town of Davidson.
- (4) Roadway system. – A roadway together with appurtenances to a roadway which includes, but is not limited to plans, designs, and related studies; rights-of-way, whether conveyed by deed or easement; construction, maintenance, and improvements to streets and highways, intersections, streetscapes and landscaping, pedestrian facilities, bicycle facilities, parking lots, curbs, gutters, storm drainage, bridges, overpasses, grade crossings, street lighting, and traffic control devices; utility relocations; publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, natural gas fueling infrastructure, and vehicle-to-grid infrastructure; current and emerging intelligent transportation technologies, including the ability of vehicles to communicate with infrastructure, buildings, and other road users; projects that facilitate intermodal connections between emerging transportation technologies,

1 such as magnetic levitation and hyperloop; protective features, including natural
2 infrastructure, to enhance the resilience of a transportation facility; and measures
3 to protect a roadway system from cybersecurity threats.

4 **SECTION 4.3.** Exemption of Food. – A tax levied under this Part does not apply to the
5 sales price of food that is exempt from tax pursuant to G.S. 105-164.13B or to the sales price of a
6 bundled transaction taxable pursuant to G.S. 105-467(a)(5a).

7 **SECTION 4.4.(a)** Advisory Referendum. – The Mecklenburg County Board of
8 Commissioners may direct the county board of elections to conduct an advisory referendum
9 within the County on the question of whether a local sales and use tax at the rate of one percent
10 (1%) may be levied in accordance with this Part. The election shall be held in accordance with
11 the procedures of G.S. 163-287. The Board of Commissioners shall hold a public hearing on the
12 question at least 30 days before the date the election is to be held.

13 **SECTION 4.4.(b)** Ballot Question. – The form of the question to be presented on a
14 ballot for a special election concerning the levy of a tax authorized by this Part shall be:

15 “[] FOR [] AGAINST

16 One percent (1%) local sales and use taxes, in addition to the current local sales and use
17 taxes, to be used only for roadway systems and public transportation systems.”

18 **SECTION 4.5.** Levy of Tax. –The Board of Commissioners may, by resolution, levy
19 one percent (1%) local sales and use taxes in addition to any other State and local sales and use
20 taxes levied pursuant to law only if all the following conditions are satisfied:

- 21 (1) The majority of those voting in a referendum held pursuant to Section 4.4(a) of
22 this Part vote for the levy of the tax.
23 (2) An Authority that includes Mecklenburg County has been established.
24 (3) At least one eligible municipality or an Authority maintains a public
25 transportation system in the County.

26 **SECTION 4.6.** Administration. – Except as otherwise provided in this Part, the
27 adoption, levy, collection, administration, and repeal of these additional taxes shall be in
28 accordance with Article 39 of Chapter 105 of the General Statutes. Nothing in this Part obligates
29 Mecklenburg County to exercise any power of taxation or restricts the ability of the County to
30 repeal the tax previously levied.

31 **SECTION 4.7.** Distribution. – The Secretary of Revenue shall, on a monthly basis,
32 distribute to Mecklenburg County the net proceeds of the tax levied under this Part.
33 Mecklenburg County must distribute forty percent (40%) of the net proceeds of a tax levied
34 under this Part as provided in Section 4.8 of this act and sixty percent (60%) of the net proceeds
35 of a tax levied under this Part as provided in Section 4.9 of this act.

36 **SECTION 4.8.** Roadway Distribution and Use. – Mecklenburg County must distribute
37 forty percent (40%) of the net proceeds of a tax levied under this Part among the eligible
38 municipalities as provided in this section. Each eligible municipality shall annually submit to the
39 County a copy of the statement certified by a registered engineer or surveyor that is submitted to
40 the Department of Transportation under G.S. 136.41.1(a) of the total number of miles of streets
41 in that municipality that are not part of the State highway system. The word “street” as used
42 under this subdivision has the same definition as provided in G.S. 136-41.1(a). Each eligible
43 municipality shall use the net proceeds distributed to it under this subdivision only for costs
44 associated with financing, constructing, operating, or maintaining roadway systems.

- 45 (1) Procedure. The following amounts must be computed before the distribution of
46 any tax proceeds under this subsection.

- a. The monthly amount for each eligible municipality other than the City of Charlotte is equal to one hundred twenty-five percent (125%) of the greater of the following two amounts:
 1. The amount generated by multiplying the net proceeds distributed under this section during a month by the percentage proportion that the mileage of streets in the eligible municipality that do not form a part of the State highway system bears to the total mileage of the streets that do not constitute a part of the State highway system in all eligible municipalities combined.
 2. The sum of the following:
 - I. The amount generated by multiplying seventy-five percent (75%) of the net proceeds distributed under this section during a month by the percentage proportion that the population of the eligible municipality bears to the total population of all eligible municipalities according to the most recent annual estimates of population as certified to the Secretary of Revenue by the State Budget Officer.
 - II. The amount generated by multiplying twenty-five percent (25%) of the net proceeds distributed under this section during a month in the percentage proportion that the mileage of streets in each eligible municipality that do not form a part of the State highway system bears to the total mileage of the streets that do not constitute a part of the State highway system in all eligible municipalities combined.
- b. The monthly amount for the City of Charlotte is the remainder of net proceeds to be distributed under this section during a month after the amounts for the other eligible municipalities are determined under Section 4.8(1)a. of this act.
- c. The annual amount for an eligible municipality is equal to the sum of the 12 monthly amounts for that municipality.
- d. The baseline amount for an eligible municipality other than the City of Charlotte is equal to the following:
 1. For fiscal years beginning on or after the effective date of the levy of the tax but prior to the first full fiscal year beginning on or after one year after the effective date of the levy of the tax, the baseline amount is zero.
 2. For fiscal years beginning on or after at least one full fiscal year after the effective date of the levy of the tax but before the release of census data by the U.S. Census Bureau for the next decennial census, the annual amount as calculated under Section 4.8(1)c. of this act for the first full fiscal year beginning on or after the effective date of the levy of the tax.
 3. For later fiscal years, the annual amount as calculated under Section 4.8(1)c. of this act for the first fiscal year beginning on or

- 1 after the release of census data by the U.S. Census Bureau for the
- 2 most recent decennial census.
- 3 e. The baseline amount for the City of Charlotte is zero.
- 4 (2) Distribution. The distribution of net proceeds under this subdivision is as follows:
- 5 a. For the first 11 months of the fiscal year, the County shall distribute the
- 6 monthly amount to each eligible municipality.
- 7 b. For the final month of the of the fiscal year, the distribution is as follows:
- 8 1. If the total net proceeds distributed to the County for the fiscal year
- 9 are less than the total net proceeds distributed to the County for the
- 10 preceding fiscal year, the County shall distribute the monthly
- 11 amount to each eligible municipality.
- 12 2. If the total net proceeds distributed to the County for the fiscal year
- 13 are greater than the total net proceeds distributed to the County for
- 14 the preceding fiscal year, the County shall distribute the proceeds
- 15 as follows:
- 16 I. If the annual amount for each municipality is greater than
- 17 the baseline amount for that municipality, the monthly
- 18 amount.
- 19 II. Except as provided in Section 4.8(2)b.2.III. of this act, if
- 20 the annual amount for any municipality is less than the
- 21 baseline amount for that municipality, then the following:
- 22 A. The amount to be distributed to each eligible
- 23 municipality whose annual amount is less than the
- 24 baseline amount is the amount needed so that the
- 25 total amount distributed to that municipality for the
- 26 fiscal year is equal to the baseline amount.
- 27 B. The amount to be distributed to the other eligible
- 28 municipalities is the monthly amount as reduced by
- 29 this sub-sub-sub-sub-subdivision. The amount of
- 30 the reduction is equal to the difference between the
- 31 annual amount and the baseline amount for all
- 32 eligible municipalities combined that receive a
- 33 distribution under Section 4.8(2)b.2.II.A. of this act
- 34 multiplied by a percentage. The percentage is equal
- 35 to the percentage proportion that the population of
- 36 the eligible municipality bears to the total
- 37 population of all eligible municipalities subject to
- 38 distribution under this sub-sub-sub-sub-subdivision
- 39 according to the most recent annual estimates of
- 40 population as certified to the Secretary of Revenue
- 41 by the State Budget Officer.
- 42 III. If the calculation required in Section 4.8(2)b.2.II.B. would
- 43 result in the annual amount for any of those eligible
- 44 municipalities to be lower than that municipality's baseline
- 45 amount, then the county shall distribute to each eligible
- 46 municipality the monthly amount.

SECTION 4.9. Public Transportation Distribution and Use. – Mecklenburg County must distribute sixty percent (60%) of the net proceeds of the tax levied under this Part to the Authority. The Authority shall use the net proceeds distributed to it under this section only for costs associated with financing, acquiring, constructing, operating, and maintaining any combination of real and personal property for a public transportation system. The Authority may accomplish these purposes by undertaking these activities itself or by entering an interlocal agreement with a municipality in Mecklenburg County that operates a public transportation system to use funds allocated under this subdivision for those purposes as directed by the Authority in the interlocal agreement. An interlocal agreement entered under this section may include a binding commitment on the part of the Authority to allocate all or a portion of these proceeds to the municipality for a defined number of years or until a defined condition is met, such as the satisfaction of any debt that was issued for public transportation systems. In addition, the Authority may enter an agreement with a private entity whereby that entity uses these funds for this purpose as directed by the Authority in the agreement. The net proceeds of a tax levied under this Part that are distributed to the Authority may be included as revenues within the meaning of G.S. 159-81(4), including any modifications of that statute. The following conditions apply to the use of funds distributed under this section.

- (1) No more than two-thirds of these funds may be used for the capital construction costs of new or expanded rail projects over any period of 30 calendar years combined. Compliance with this section is first determined at the end of the first 30-year period, and then annually thereafter based on the previous 30-year period. Nothing in this subsection will be interpreted to adversely impact the rights of bondholders to any funds distributed or pledged to secure bonds, notes or other obligations used to finance or refinance real and personal property for a public transportation system.
- (2) The Authority shall complete at least fifty percent (50%) of the Red Line as evidenced by a scope of work schedule created and submitted by the general contractor or construction manager on the project before the completion of any other rail project, absent the existence or occurrence of force majeure events that delay completion of the Red Line or make completion of the Red Line impracticable. For the purposes of this Section, a scope of work schedule is defined as a listing of project tasks associated with a project timeline that is updated as the Red Line construction project progresses. For the purposes of this Section, force majeure events include fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, nuclear or chemical contamination, epidemics, quarantines, acts of the federal or State government, a declared state of emergency, strikes or labor disruptions other than those specific to the Authority, or other conditions beyond its reasonable control and which, by reasonable diligence, the Authority is unable to prevent. Should a force majeure event delay or halt the Red Line project, the Authority shall resume the original Red Line schedule as soon as practicable when the force majeure event has ceased or subsided. Planning, design, and construction work may occur simultaneously on other rail projects, but only to the extent that those activities do not interfere with or delay the completion of the Red Line.
- (3) The Authority shall solicit input from the Towns of Cornelius, Davidson, and Huntersville on all aspects of the Red Line design, including conceptual design,

construction drawings, and station location. If the Red Line extends to the Town of Mooresville, the Authority shall also solicit input from that Town.

- (4) The Authority shall reimburse the City of Charlotte for the acquisition of the Norfolk Southern O-Line and related property. The amount to be reimbursed may not be more than the cost to the City of Charlotte to acquire the property from Norfolk Southern, including any costs for indebtedness incurred by the City with respect to the acquisition. The Authority and the City of Charlotte shall jointly agree to a schedule for reimbursement of these costs.

SECTION 4.10. Repeal of Tax – The Mecklenburg County Board of Commissioners may by resolution repeal the levy and imposition of the tax in the County as provided in G.S. 105-473(c). The Board of Commissioners, upon adoption of a repeal resolution, shall cause a certified copy of the resolution to be delivered immediately to the Secretary of Revenue. No liability for any tax levied under this Part that attached prior to the effective date on which a levy is repealed shall be discharged as a result of such repeal, and no right to a refund of tax or otherwise that accrued prior to the effective date on which a levy is repealed shall be denied as a result of such repeal. If a county repeals a tax levied under this Part, the Authority or a municipality may refinance previously issued bonds, notes, or other financing that are secured or payable by receipts for the tax revenue under this Part to reduce debt service as allowed under the law so long as the refinancing does not extend the date of maturity for the previously issued bonds, notes, or other financing. No repeal of taxes levied and imposed under this Part shall be effective until the latest of the following:

- (1) The end of the fiscal year in which the repeal resolution was adopted.
- (2) The date by which all previously issued or, as provided in this section, refinanced, bonds, notes, or other financing obtained by the Authority or a municipality secured or payable by receipts from the tax levied under this Part have been satisfied.
- (3) The date by which the Authority has fully reimbursed the City for the purchase of the O-Line as required by Section 4.9(4) of this act.

PART V. METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY

SECTION 5.1. Chapter 160A of the General Statutes is amended by adding a new Article to read:

“Article 33.

“Metropolitan Public Transportation Authority.

“§ 160A-880. Title.

This Article shall be known and may be cited as the "Metropolitan Public Transportation Authority Act."

“§ 160A-881. Definitions.

As used in this Article, unless the context otherwise requires:

- (1) Authority. – A metropolitan public transportation authority as defined by subdivision (5) of this section.
- (2) Board of trustees. – The governing board of the authority, in which the general legislative powers of the authority are vested.
- (3) Population. – The number of persons residing in respective areas as defined and enumerated in the most recent decennial federal census.
- (4) Public transportation system. – Defined in G.S. 105-506.1.

(5) Metropolitan public transportation authority. – A body corporate and politic organized in accordance with the provisions of this Article for the purposes, with the powers and subject to the restrictions hereinafter set forth.

(6) Unit of local government. – Any county, city, town or municipality of this State, and any other political subdivision, public corporation, authority, or district in this State, which is or may be authorized by law to acquire, establish, construct, enlarge, improve, maintain, own, and operate public transportation systems.

(7) Unit of local government's chief administrative official. – The county manager, city manager, town manager, or other person by whatever title, in whom the responsibility for the unit of local government's administrative duties is vested.

“§ 160A-882. Definition of territorial jurisdiction of authority.

An authority may be created for any area of the State that, at the time of creation of the authority, meets all the following criteria:

(1) The area consists of a single county that has a population greater than 1 million.

(2) The county borders another state.

(3) The county includes at least one unit of local government that operates a light rail system.

“§ 160A-883. Creation of authority.

(a) The Board of Commissioners of a county for which an authority may be created as defined in G.S. 160A-882 may by resolution signify its determination to organize an authority under the provisions of this Article. The resolution shall be adopted after a public hearing thereon, notice of which hearing shall be given by publication at least once, not less than 10 days prior to the date fixed for such hearing, in a newspaper having a general circulation in the county. The notice shall contain a brief statement of the substance of the proposed resolution, shall set forth the proposed articles of incorporation of the authority and shall state the time and place of the public hearing to be held thereof. No county shall be required to make any other publication of such resolution under the provisions of any other law.

(b) Each such resolution shall include articles of incorporation which shall set forth all the following:

(1) The name of the authority.

(2) A statement that the authority is organized under this Article.

(3) The name of the organizing county.

(4) A provision stating that an affirmative vote equal to at least seventy-five percent (75%) of the membership of the board trustees is required to amend the articles of incorporation or to adopt or amend the bylaws of the authority.

(c) A certified copy of the resolutions signifying the determination to organize an authority under the provisions of this Article shall be filed with the Secretary of State, together with proof of publication of the notice of hearing on each of such resolutions. If the Secretary of State finds that the resolution, including the articles of incorporation, conform to the provisions of this Article and that the notices of hearing were properly published, the Secretary shall file the resolutions and proofs of publication and shall issue a certificate of incorporation under the seal of the State and shall record the same in an appropriate book of record. The issuance of a certificate of incorporation by the Secretary of State constitutes the authority a public body and body politic and corporate of the State of North Carolina. The certificate of incorporation is conclusive evidence of the fact that the authority has been duly created and established under the provisions of this Article.

(d) When the authority has been duly organized and its officers elected as provided in this Article, the secretary of the authority shall certify to the Secretary of State the names and addresses of officers as well as the address of the principal office of the authority.

(e) The authority may become a Designated Recipient pursuant to the Urban Mass Transportation Act of 1964, as amended.

“§ 160A-884. Territorial jurisdiction of the authority.

(a) The initial territorial jurisdiction of an authority created pursuant to this Article shall be coterminous with the boundaries of the county that organized it.

(b) Except as provided by this Article, the jurisdiction of the authority may include all local public passenger transportation operating within the territorial jurisdiction of the authority, but the authority may not take over the operation of any existing public transportation without the consent of the owner.

(c) The authority shall not have jurisdiction over public transportation subject to the jurisdiction of and regulated by the Interstate Commerce Commission, nor shall it have jurisdiction over intrastate public transportation classified as common carriers of passengers by the North Carolina Utilities Commission.

“§ 160A-885. Membership; officers; compensation.

(a) The governing body of an authority is the board of trustees. The initial board of trustees shall consist of 27 members, appointed as provided in this section. For each appointment below, the appointing authority may appoint an alternate that may act in the absence of the primary person appointed. The appointments are as follows:

(1) 12 members appointed by the board of commissioners of the county that created the authority as follows:

a. The board of commissioners shall appoint one member as recommended by the governing body of the municipality that has the second largest population of residents that reside in the county.

b. The board of commissioners shall appoint one member as recommended by the governing body of the municipality that has the third largest population of residents that reside in the county.

c. The board of commissioners shall appoint one member as recommended by the governing body of the municipality that has the fourth largest population of residents that reside in the county.

d. The board of commissioners shall appoint one member as recommended by the governing body of the municipality that has the fifth largest population of residents that reside in the county.

e. The board of commissioners shall appoint one member as recommended by the governing body of the municipality that has the sixth largest population of residents that reside in the county.

f. The board of commissioners shall appoint one member as recommended by the governing body of the municipality that has the seventh largest population of residents that reside in the county.

g. The board of commissioners shall appoint six members in its discretion. No more than one of these members may be an elected official of the county.

(2) 12 members appointed by the governing body of the largest municipality in the county that created the authority as follows:

- 1 a. At least three of these appointments must be made upon the
2 recommendation of an entity that represents business interests in the
3 county. The municipality may reject a recommendation from the entity
4 that represents business interests. If the municipality rejects a
5 recommendation, then the entity that represents business interests shall
6 make another recommendation to the municipality with respect to the
7 appointment. This process shall continue until the municipality accepts
8 the recommendation of the entity that represents business interests.
9 b. The governing body shall appoint nine members in its discretion. No
10 more than two of these members may be an elected official of the
11 municipality.

12 (3) Two members appointed by the General Assembly, one upon the recommendation
13 of the President Pro Tem of the Senate and one upon the recommendation of the
14 Speaker of the House of Representatives.

15 (4) One member appointed by the Governor.

16 (b) Members of the board of trustees shall serve for terms of four years, provided that one-
17 half of the initial appointments shall be for two-year terms, to be determined by lot at the first
18 meeting of the board of trustees. Initial terms of office shall commence upon approval by the
19 Secretary of State of the articles of incorporation.

20 (c) An appointing authority may appoint one or more of its members to the board of trustees,
21 subject to the limitations of subsection (a) of this section. Service on the board of trustees may be
22 in addition to any other office which a person is entitled to hold. Each voting member of the
23 board of trustees may hold elective public office as defined by G.S. 128-1.1(d).

24 (d) Members of the board of trustees shall have demonstrated experience or qualifications in
25 the areas of law, finance, engineering, public transportation, urban planning, logistics,
26 government, architecture, or economic development.

27 (e) Members of the board of trustees shall reside within the territorial jurisdiction of the
28 authority as defined by G.S160A-884.

29 (f) Every two years, the board of trustees shall elect from its membership a group of officers,
30 which shall include a Chairperson, Vice-Chairperson, Secretary, and Treasurer. An election of an
31 officer must be by a majority vote at a meeting where a quorum is present.

32 (g) No trustee may serve for more than two consecutive terms on the board of trustees, but a
33 person who has been a member for two consecutive terms may be reappointed after being off the
34 board of trustees for a period of at least two years. An initial term that is two years or less shall
35 not be counted in determining the limitation on consecutive terms. This limitation applies
36 regardless of whether the appointments are made by the same appointing authority.

37 **“§ 160A-886. Expansion of authority.**

38 Upon approval of authorizing resolutions by the board of trustees and the board of
39 commissioners of the affected county, the territorial jurisdiction and service area of an authority
40 may be expanded to include a whole county within this State that is contiguous to the then
41 existing territorial jurisdiction of the authority. Each of the authorizing resolutions must receive
42 an affirmative vote equal to at least seventy-five percent (75%) of the membership of the
43 applicable board. The authorizing resolutions shall contain provisions with respect to the
44 following:

- 45 (1) The date on which the territorial jurisdiction is to be expanded to include the
46 county.

(2) The extent to which the composition of the board of trustees may be amended, if at all, due to the addition of the county to the territorial jurisdiction of the authority. The authorizing resolutions shall not eliminate or amend the requirements with respect to appointments to the board of trustees that are provided in G.S. 160A-885. Subsections (b) through (g) of G.S. 160A-885 shall apply to any additional appointments to the board of trustees.

(3) Financial, legal, or operational commitments with respect to the county that is to be added to the territorial jurisdiction of the authority.

(4) Any other matter determined to be relevant by the board of trustees and the board of commissioners of the affected county.

“§ 160A-887. Voting; removal.

(a) A majority of the board of trustees constitutes a quorum for the transaction of business. Each member shall have one vote.

(b) Each member of the board of trustees may be removed with or without cause by the appointing authority.

(c) Appointments to fill vacancies shall be made for the remainder of the unexpired term by the respective appointing authority charged with the responsibility for making such appointments pursuant to G.S. 160A-885. All members shall serve until their successors are appointed and qualified, unless removed from office.

“§ 160A-888. Advisory committees.

The board of trustees may provide for the selection of such advisory committees as it may find appropriate, which may or may not include members of the board of trustees.

“§ 160A-889. Purpose of the authority.

The purpose of the authority shall be to finance, provide, operate, and maintain for a safe, clean, reliable, adequate, convenient, energy efficient, economically and environmentally sound public transportation system for the service area of the authority through the granting of franchises, ownership and leasing of terminals, buses and other transportation facilities and equipment, and otherwise through the exercise of the powers and duties conferred upon it, in order to enhance mobility in the region and encourage sound growth patterns. Such a service, facility, or function shall be financed, provided, operated, or maintained in the service area of the authority either in addition to or to a greater or lesser extent than services, facilities, or functions are financed, provided, operated, or maintained for the entirety of the respective units of local government. An authority may take direct action to accomplish these purposes or may enter agreements with another unit of local government in the service area of the authority or a private entity to accomplish these purposes.

“§ 160A-890. Service area of the authority.

The service area of the authority shall be as determined by the board of trustees consistent with its purpose but shall not exceed the sum of the following:

(1) The territorial jurisdiction of the authority.

(2) An area outside of the territorial jurisdiction of the authority provided that one of the following conditions is satisfied:

a. If the area is within this State, the governing bodies of the political subdivisions to which service is to be extended approve by majority vote of their governing boards the extension of service into the political subdivision or the purchase of real property within the political subdivision for the extension of service.

- b. If the area is in another state, the extension of service is approved by any applicable federal or State agency and in accordance with the other state's laws.

“§ 160A-891. General powers of the authority.

The general powers of the authority include all the following:

- (1) To sue and be sued.
- (2) To have a seal.
- (3) To make rules and regulations, not inconsistent with this Article, for its organization and internal management.
- (4) To employ persons deemed necessary to carry out the functions and duties assigned to them by the authority and to fix their compensation, within the limit of available funds.
- (5) With the approval of the unit of local government's chief administrative official, to use officers, employees, agents, and facilities of the unit of local government for such purposes and upon such terms as may be mutually agreeable.
- (6) To retain and employ counsel, auditors, engineers and private consultants on an annual salary, contract basis, or otherwise for rendering professional or technical services and advice.
- (7) To acquire, lease as lessee with or without option to purchase, hold, own, and use any franchise, property, real or personal, tangible or intangible, or any interest therein and to sell, lease as lessor with or without option to purchase, transfer (or dispose thereof) whenever the same is no longer required for purposes of the authority, or exchange same for other property or rights which are useful for the authority purposes, including but not necessarily limited to parking facilities.
- (8) To acquire by gift, purchase, lease as lessee with or without option to purchase or otherwise to construct, improve, maintain, repair, operate, or administer any component parts of a public transportation system or to contract for the maintenance, operation, or administration thereof or to lease as lessor the same for maintenance, operation, or administration by private parties, including parking facilities.
- (9) To make or enter into contracts, agreements, deeds, leases with or without option to purchase, conveyances or other instruments, including contracts and agreements with the United States, the State of North Carolina, and units of local government.
- (10) To purchase or finance real or personal property in the manner provided for cities and counties under G.S. 160A-20.
- (11) To surrender to the State of North Carolina or a unit of local government any property no longer required by the authority.
- (12) To develop and make data, plans, information, surveys, and studies of public transportation facilities within the territorial jurisdiction of the authority and to prepare and make recommendations in regard thereto.
- (13) To enter in a reasonable manner lands, waters, or premises for the purpose of making surveys, soundings, drillings, and examinations whereby such entry shall not be deemed a trespass except that the authority shall be liable for any actual and consequential damages resulting from such entries.
- (14) To develop and carry out demonstration projects.

- 1 (15) To make, enter into, and perform contracts with private parties, and public
2 transportation companies with respect to the management and operation of public
3 passenger transportation.
- 4 (16) To make, enter into, and perform contracts with any public utility, railroad, or
5 transportation company for the joint use of property or rights, for the
6 establishment of through routes, joint fares, or transfer of passengers.
- 7 (17) To make, enter into, and perform agreements with governmental entities for
8 payments to the authority for the transportation of persons for whom the
9 governmental entities desire transportation.
- 10 (18) With the consent of the unit of local government which would otherwise have
11 jurisdiction to exercise the powers enumerated in this subdivision: to issue
12 certificates of public convenience and necessity; and to grant franchises and enter
13 into franchise agreements and in all respects to regulate the operation of buses and
14 other methods of public passenger transportation which originate and terminate
15 within the territorial jurisdiction of the authority as fully as the unit of local
16 government is now or hereafter empowered to do within the territorial jurisdiction
17 of the unit of local government.
- 18 (19) To operate public transportation systems, to enter into and perform contracts to
19 operate public transportation services and facilities, and to own or lease property,
20 facilities, and equipment necessary or convenient therefor, and to rent, lease or
21 otherwise sell the right to do so to any person, public or private; further, to obtain
22 grants, loans and assistance from the United States, the State of North Carolina,
23 any public body, or any private source whatsoever, but may not operate or
24 contract for the operation of public transportation systems outside the territorial
25 jurisdiction of the authority except as provided by subdivision (21) of this section.
- 26 (20) To enter into and perform contracts and agreements with other metropolitan
27 public transportation authorities, public transportation authorities, regional public
28 transportation authorities, or units of local government pursuant to the provisions
29 of G.S. 160A-460 through 160A-464 (Part 1 of Article 20 of Chapter 160A of the
30 General Statutes); further to enter into contracts and agreements with private
31 transportation companies, but this subdivision does not authorize the operation of,
32 or contracting for the operation of, service of a public transportation system
33 outside the service area of the authority.
- 34 (21) To operate public transportation systems extending service into any political
35 subdivision of the State of North Carolina unless a particular unit of local
36 government operating its own public transportation system or franchising the
37 operation of a public transportation system by majority vote of its governing
38 board, shall deny consent.
- 39 (22) To operate public transportation systems extending service into another state, but
40 only if the extension of service is authorized by any applicable federal or State
41 agency and in accordance with the other state's laws.
- 42 (23) Except as restricted by covenants in bonds, notes, or equipment trust certificates,
43 to set in its sole discretion rates, fees and charges for use of its public
44 transportation system.
- 45 (24) To do all things necessary or convenient to carry out its purpose and to exercise
46 the powers granted to the authority.

- (25) To issue bonds or other obligations of the authority as provided by law and apply the proceeds thereof to the financing of any public transportation system or any part thereof and to refund, whether or not in advance of maturity or the earliest redemption date, any such bonds or other obligations of the authority or another municipality that financed or refinanced real and personal property for a public transportation system to be owned or operated by the authority.
- (26) To contract for, or to provide and maintain, with respect to the facilities and property owned, leased with or without option to purchase, operated or under the control of the authority, and within the territory thereof, a security force to protect persons and property, dispense unlawful or dangerous assemblages and assemblages which obstruct full and free passage, control pedestrian and vehicular traffic, and otherwise preserve and protect the public peace, health, and safety; for these purposes a member of such force shall be a peace officer and, as such, shall have authority equivalent to the authority of a police officer of the city or county in which said member of such force is discharging such duties.
- (27) To contract for the purchase, lease, or other acquisition of any apparatus, supplies, materials, or equipment for public transit purposes with any person or entity that, within the previous 60 months, after having completed a public formal bid process substantially similar to that required by Article 8 of Chapter 143 of the General Statutes or through the competitive proposal method provided in G.S. 143-129(h), has contracted to furnish the apparatus, supplies, materials, or equipment to any unit or agency approved in G.S. 143-129(g) if the person or entity is willing to furnish the items at the same or more favorable prices, terms, and conditions as those provided under the contract with the other unit or agency. Any purchase made under this section shall be approved by the board of trustees as provided in G.S. 143-129(g).

“§ 160A-892. Authority of Utilities Commission not affected.

(a) Except as otherwise provided in this Article, nothing in this Article shall be construed to limit or otherwise affect the power or authority of the North Carolina Utilities Commission or the right of appeal to the North Carolina Utilities Commission as provided by law.

(b) The North Carolina Utilities Commission shall not have jurisdiction over rates, fees, charges, routes, and schedules of an authority for service within its territorial jurisdiction.

“§ 160A-893. Fiscal accountability.

An authority is a public authority subject to the provisions of Chapter 159 of the General Statutes.

“§ 160A-894. Funds.

The establishment and operation of an authority are governmental functions and constitute a public purpose, and the State of North Carolina and any unit of local government may appropriate funds to support the establishment and operation of the authority. The State of North Carolina and any unit of local government may also dedicate, sell, convey, donate, or lease any of their interests in any property to the authority. An authority may apply for grants from the State of North Carolina, or from the United States or any department, agency, or instrumentality thereof. The Department of Transportation may allocate to an authority any funds appropriated for public transportation, or any funds whose use is not restricted by law.

“§ 160A-895. Competition.

No equipment of the authority may be used for charter, tour, or sight-seeing service except as allowed under regulations adopted by the Federal Transit Administration.

“§ 160A-896. Effect on existing franchises and operations.

Creation of the authority shall not have an effect on any existing franchises granted by any unit of local government; such existing franchises shall continue in full force and effect until legally terminated; further, all ordinances and resolutions of the unit of local government regulating local public transportation systems, bus operations, and taxicabs shall continue in full force and effect now and in the future, unless superseded by regulations of the authority; such superseding, if any, may occur only on the basis of prior mutual agreement between the authority and the respective unit of local government.

“§ 160A-897. Termination.

The board of trustees may terminate the existence of the authority by adopting a resolution by majority vote to do so at any time when it has no outstanding indebtedness. The resolution to terminate the existence of the authority does not become effective unless and until ratified by majority vote of the board of commissioners of the county that created the authority. In the event of such termination, all property and assets of the authority not otherwise encumbered shall become the property of a unit of local government within the territorial jurisdiction of the authority as specified in the termination resolution and, if accepted by the unit of local government, the unit of local government shall succeed to all rights, obligations, and liabilities of the authority.

“§ 160A-898. Controlling provisions.

Insofar as the provisions of this Article are not consistent with the provisions of any other law, public or private, the provisions of this Article shall be controlling.

“§ 160A-899. Bonds and notes authorized.

In addition to the powers granted by this Article, the authority may issue bonds and notes pursuant to the provisions of The State and Local Government Revenue Bond Act, Article 5 of Chapter 159 of the General Statutes, for the purpose of financing public transportation systems or any part thereof and to refund such bonds and notes and to refund any bonds, notes or other obligations of another municipality used to finance or refinance real and personal property for a public transportation system to be owned or operated by the authority, whether or not in advance of their maturity or earliest redemption date

“§ 160A-900. Equipment trust certificates.

In addition to the powers here and before granted, the authority shall have continuing power to purchase equipment, and in connection therewith execute agreements, leases with or without option to purchase, or equipment trust certificates. All money required to be paid by the authority under the provisions of such agreements, leases with or without option to purchase, and equipment trust certificates shall be payable solely from the fares, fees, rentals, charges, revenues, and earnings of the authority, monies derived from the sale of any surplus property of the authority, and gifts, grants, and contributions from any source whatever. Payment for such equipment or rentals may be made in installments; the deferred installments may be evidenced by equipment trust certificates payable solely from the aforesaid revenues or receipts and title to such equipment may or may not vest in the authority until the equipment trust certificates are paid.

“§ 160A-901. Power of eminent domain.

(a) The authority shall have continuing power to acquire, by gift, grant, devise, exchange, purchase, lease with or without option to purchase, or any other lawful method, including the

1 power of eminent domain, the fee or any lesser interest in real or personal property for use by the
2 authority.

3 (b) Exercise of the power of eminent domain by the authority shall be in accordance with
4 Chapters 40A and 136 of the General Statutes.

5 **“§ 160A-902. Tax exemption.**

6 The property of the authority, both real and personal, its acts, activities and income shall be
7 exempt from any tax or tax obligation; in the event of any lease of authority property, or other
8 arrangement which amounts to a leasehold interest, to a private party, this exemption shall not
9 apply to the value of such leasehold interest nor shall it apply to the income of the lessee.

10 Otherwise, however, for the purpose of taxation, when property of the authority is leased to
11 private parties solely for the purpose of the authority, the acts and activities of the lessee shall be
12 considered as the acts and activities of the authority and the exemption. The interest on bonds or
13 obligations issued by the authority shall be exempt from State taxes.

14 **“§ 160A-903. Removal and relocation of utility structures.**

15 (a) The authority shall have the power to require any public utility, railroad, or other public
16 service corporation owning or operating any installations, structures, equipment, apparatus,
17 appliances or facilities in, upon, under, over, across or along any ways on which the authority has
18 the right to own, construct, operate or maintain its public transportation system, to relocate such
19 installation, structures, equipment, apparatus, appliances or facilities from their locations, or, in
20 the sole discretion of the affected public utility, railroad, or other public service corporation, to
21 remove such installations, structures, equipment, apparatus, appliances or facilities from their
22 locations.

23 (b) If the owner or operator thereof fails or refuses to relocate them, the authority may
24 proceed to do so.

25 (c) Except as otherwise agreed, the authority shall provide any necessary new locations and
26 necessary real estate interests for such relocation, and for that purpose the power of eminent
27 domain as provided in G.S. 160A-901 may be exercised provided the new locations shall not be
28 in, on or above, a public highway; the authority may also acquire the necessary new locations by
29 purchase or otherwise.

30 (d) Except as otherwise agreed, any affected public utility, railroad or other public service
31 corporation shall be compensated for any real estate interest taken in a manner consistent with
32 G.S. 160A-901, subject to the right of the authority to reduce the compensation due by the value
33 of any property exchanged under this section.

34 (e) The method and procedures of a particular adjustment to the facilities of a public utility,
35 railroad or other public service corporation shall be covered by an agreement between the
36 authority and the affected party or parties.

37 (f) Except as otherwise agreed, the authority shall reimburse the public utility, railroad or
38 other public service corporation, for the cost of relocations or removals which shall be the entire
39 amount paid or incurred by the utility properly attributable thereto after deducting the cost of any
40 increase in the service capacity of the new installations, structures, equipment, apparatus,
41 appliances or facilities and any salvage value derived from the old installations, structures,
42 equipment, apparatus or appliances.

43 **“§ 160A-904. Reports to the General Assembly.**

44 The authority shall annually submit to the General Assembly, on or before February 1, its
45 annual operating report, including a report of its administrative expenditures, and its audited
46 financial report. In odd-numbered years, the report shall be submitted to the Senate and House

1 Transportation Committees. In even-numbered years, the report shall be submitted to the Joint
2 Legislative Transportation Oversight Committee.

3 **“§ 160A-905. Limitations on rail transportation liability.**

4 (a) As used in this section:

5 (1) Claim. – A claim, action, suit, or request for damages, whether compensatory,
6 punitive, or otherwise, made by any person or entity against:

7 a. The authority, a railroad, or an operating rights railroad; or

8 b. An officer, director, trustee, employee, parent, subsidiary, or affiliated
9 corporation as defined in G.S. 105-130.2, or agent of: the authority, a
10 railroad, or an operating rights railroad.

11 (2) Operating rights railroad. – A railroad corporation or railroad company that, prior
12 to January 1, 2001, was granted operating rights by a State-Owned Railroad
13 Company or operated over the property of a State-Owned Railroad Company
14 under a claim of right over or adjacent to facilities used by or on behalf of the
15 authority.

16 (3) Passenger rail services. – The transportation of rail passengers by or on behalf of
17 the authority and all services performed by a railroad pursuant to a contract with
18 the authority in connection with the transportation of rail passengers, including,
19 but not limited to, the operation of trains; the use of right of way, trackage, public
20 or private roadway and rail crossings, equipment, or station areas or appurtenant
21 facilities; the design, construction, reconstruction, operation, or maintenance of
22 rail related equipment, tracks, and any appurtenant facilities; or the provision of
23 access rights over or adjacent to lines owned by the authority or a railroad, or
24 otherwise occupied by the authority or a railroad, pursuant to charter grant, fee
25 simple deed, lease, easement, license, trackage rights, or other form of ownership
26 or authorized use.

27 (4) Railroad. – A railroad corporation or railroad company, including a State-Owned
28 Railroad Company as defined in G.S. 124-11, that has entered into any contracts
29 or operating agreements of any kind with the authority concerning passenger rail
30 services.

31 (b) Contracts Allocating Financial Responsibility Authorized. – The authority may contract
32 with any railroad to allocate financial responsibility for passenger rail services claims, including,
33 but not limited to, the execution of indemnity agreements, notwithstanding any other statutory,
34 common law, public policy, or other prohibition against same, and regardless of the nature of the
35 claim or the conduct giving rise to such claim.

36 (c) Insurance Required. –

37 (1) If the authority enters into any contract authorized by subsection (b) of this
38 section, the contract shall require the authority to secure and maintain, upon and
39 after the commencement of the operation of trains by or on behalf of the
40 authority, a liability insurance policy covering the liability of the parties to the
41 contract, a State-Owned Railroad Company as defined in G.S. 124-11 that owns
42 or claims an interest in any real property subject to the contract, and any operating
43 rights railroad for all claims for property damage, personal injury, bodily injury,
44 and death arising out of or related to passenger rail services. The policy shall
45 name the parties to the contract, a State-Owned Railroad Company as defined in
46 G.S. 124-11 that owns or claims an interest in any real property subject to the

contract, and any operating rights railroad as named insureds and shall have policy limits of not less than two hundred million dollars (\$200,000,000) per single accident or incident, and may include a self-insured retention in an amount of not more than five million dollars (\$5,000,000).

(2) If the authority does not enter into any contract authorized by subsection (b) of this section, upon and after the commencement of the operation of trains by or on behalf of the authority, the authority shall secure and maintain a liability insurance policy, with policy limits and a self-insured retention consistent with subdivision (1) of this subsection, for all claims for property damage, personal injury, bodily injury, and death arising out of or related to passenger rail services.

(d) Liability Limit. – The aggregate liability of the authority, the parties to the contract or contracts authorized by subsection (b) of this section, a State-Owned Railroad Company as defined in G.S. 124-11, and any operating rights railroad for all claims arising from a single accident or incident related to passenger rail services for property damage, personal injury, bodily injury, and death is limited to two hundred million dollars (\$200,000,000) per single accident or incident or to any proceeds available under any insurance policy secured pursuant to subsection (c) of this section, whichever is greater.

(e) Effect on Other Laws. – This section shall not affect the damages that may be recovered under the Federal Employers' Liability Act, 45 U.S.C. § 51, et seq., (1908); or under Article 1 of Chapter 97 of the General Statutes.

“§ 160A-906. Civil liability.

Except as provided in G.S. 160A-905, the authority shall be deemed a city for purposes of civil liability pursuant to G.S. 160A-485. Governmental immunity of the authority is waived to a minimum of twenty million dollars (\$20,000,000) per single accident or incident. The authority shall maintain a minimum of twenty million dollars (\$20,000,000) per single accident or incident of liability insurance. Participation in a local government risk pool pursuant to Article 23 of Chapter 58 of the General Statutes shall be deemed to be the purchase of insurance for the purpose of this section.”

PART VI. REQUIREMENTS IF MECKLENBURG COUNTY CREATES A METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY

SECTION 6.1. If Mecklenburg County creates a metropolitan public transportation authority under Article 33 of Chapter 160A, as enacted by Part V of this act, then that Authority is subject to all the provisions of this Part.

SECTION 6.2. The Authority shall conduct a study of the issues listed in this Section. The Authority may use any source of funding available to it to conduct the studies required by this Section. This specifically includes funds provided to the Authority by another unit of government and funds that the Authority receives as a donation or grant from any other public or private source. The Authority shall complete the study required under this Section and publish a report no later than July 1, 2025. The Authority shall publish the report and submit copies of the report to the President Pro Tempore of the Senate, the Speaker of the House of Representatives, the Legislative Library, the Mecklenburg County Board of Commissioners, the Charlotte City Council, the Town of Cornelius Board of Commissioners, the Town of Davidson Board of Commissioners, the Town of Huntersville Board of Commissioners, the Town of Matthews Board of Commissioners, the Town of Mint Hill Board of Commissioners, the Town of

1 Mooresville Board of Commissioners, and the Pineville Town Council. The Authority shall
2 study the following issues:

- 3 (1) Legal and financial considerations with respect to the transfer or use of assets
4 from the City of Charlotte or the Charlotte Area Transportation System (CATS) to
5 the Authority.
- 6 (2) Legal and financial considerations with respect to outstanding indebtedness issued
7 by the City of Charlotte with respect to CATS to ensure no adverse impacts in
8 relation to the outstanding indebtedness.
- 9 (3) Legal and financial considerations with respect to agreements and recognitions by
10 the City of Charlotte or CATS with respect to the public transportation system
11 with any federal, state, regional, or local governmental entities.
- 12 (4) Legal and financial considerations with respect to human resources of a transfer
13 of assets, liabilities, and operations of the public transportation system from the
14 City of Charlotte or CATS to the Authority, including issues related, but not
15 limited, to employee pensions, retirement plans, and benefits.
- 16 (5) A recommendation as to whether the transfer of assets, liabilities, and operations
17 of the existing public transportation system to the Authority is feasible and
18 advisable.
- 19 (6) Any other issue determined to be relevant by the Authority.

20 **SECTION 6.3.** If Mecklenburg County creates a metropolitan public transportation
21 authority under the provisions of Article 33 of Chapter 160A of the General Statutes, as enacted
22 by Part V of this act, before the convening of the 2025 Regular Session of the 2025 General
23 Assembly, then as of the date of the issuance of a certificate of incorporation by the Secretary of
24 State under G.S. 160A-883(c), as enacted by Part V of this act, the General Assembly makes the
25 following appointments to the Board of Trustees of that Authority:

- 26 (1) [President Pro Tem’s appointee].
- 27 (2) [Speaker’s appointee].

28 **SECTION 6.4.** The Authority shall do the following no later than one year after
29 enactment of this act:

- 30 (1) Adopt bylaws that are consistent with the provisions of Article 33 of Chapter
31 160A of the General Statutes.
- 32 (2) Establish policies with respect to Board governance, including the adoption of a
33 Code of Ethics for Trustees and key employees and the adoption of a Conflicts of
34 Interest policy.
- 35 (3) Create a human resources plan. This includes, at a minimum:
 - 36 a. Creating an organizational chart that specifies positions that report directly
37 to the Authority’s Board of Trustees.
 - 38 b. Completing the search for direct reports to the Board of Trustees.
 - 39 c. Creating personnel policies and procedures including those related to
40 employee recruitment and retention, compensation and benefit policies
41 and plans, and an employee code of conduct.
 - 42 d. Taking all steps necessary to ensure participation by the Authority in the
43 Local Government Employees’ Retirement System under Article 3 of
44 Chapter 128 of the General Statutes.
 - 45 e. Creating a plan, including a timeline, to implement a transfer of
46 employees of CATS from the City of Charlotte to the Authority.

- f. Developing or acquiring information technology and other assets needed to implement the human resources plan.
 - (4) Develop financial policies for the Authority.
 - (5) Develop operational policies for the Authority including policies related to business continuity, system operation, maintenance of the system and system assets, fares, purchasing and contracts, transit rules and regulations, travel markets, transit service, and advertising and sponsorships.
 - (6) Develop an information technology plan for the operation and administration of the public transportation system. The plan shall include provisions related to cybersecurity, data privacy, and the use of websites and mobile applications.
 - (7) Create a plan, including a timeline, for the acquisition of the assets of CATS from the City of Charlotte. This includes:
 - a. Drafting agreements to be entered into with the City of Charlotte with respect to the use, control, and acquisition of assets of CATS. With respect to assets of CATS that were procured with funds available to the City other than federal or State funds received by the City with respect to CATS and funds generated by a tax levied under Article 43 of Chapter 105 of the General Statutes or a tax levied under Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2.(h) of S.L. 2009-527 and this act, the agreements shall provide that the City has a right of reverter with respect to the property if the property is no longer used for a purpose supporting the operation of a public transportation system.
 - b. Negotiating an agreement with the City of Charlotte to reimburse the City for the acquisition of the Norfolk Southern O-Line as provided in Section 4.9(4) of this act.
 - c. Drafting agreements with the City of Charlotte with respect to any outstanding bonds, notes, or other financing secured or payable by receipts from the taxes levied under Article 43 of Chapter 105 of the General Statutes or under Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2.(h) of S.L. 2009-527 and this act.
 - d. Notwithstanding the agreements above, any agreements entered into between the City and the Authority will require that the Authority undertake all obligations necessary to ensure that the City will remain in compliance with and will not have an adverse impact on the City's outstanding bonds, notes on other financing obligations for the public transportation system.
 - (8) Take all steps necessary to ensure approval by the Federal Transit Administration and any other applicable federal or State agency of the use, control, and acquisition of CATS assets.
 - (9) Draft amendments to the interlocal agreement between Mecklenburg County, the City of Charlotte, the Town of Cornelius, the Town of Davidson, the Town of Huntersville, the Town of Matthews, the Town of Mint Hill, and the Town of Pineville dated February 16, 1999, as amended, to provide for the termination of that agreement at the time a tax levied under Part IV of this act becomes effective,

subject to any continuing obligations agreed to by the parties to the agreement. The agreement shall contain provisions dissolving the Metropolitan Transit Commission created under that interlocal agreement and repealing all maintenance-of-effort requirements.

- (10) Draft agreements or amendments to agreements with third parties to ensure that the Authority may be substituted for the City as a party to any ongoing contracts, agreements, rights, responsibilities, or liabilities with respect to CATS once the Authority assumes operational control of CATS.

SECTION 6.5. If Mecklenburg County enacts a tax authorized by Part IV of this act, then the Authority and the City of Charlotte shall do all the following effective as of the date the tax levied under that Part becomes effective:

- (1) The Authority shall begin receiving the proceeds of all the following:
 - a. Taxes levied under Part IV of this act as provided in that Part.
 - b. Taxes levied under Article 43 of Chapter 105 of the General Statutes as provided in G.S. 105-507.3
 - c. Taxes levied under Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2.(h) of S.L. 2009-527 and this act, as provided in that act.
- (2) The City shall transfer control of the operational assets of CATS to the Authority subject to use agreements between the City and Authority.
- (3) The City shall retain ownership of any assets that are pledged as security for any outstanding indebtedness. Once any outstanding indebtedness is satisfied, the City shall begin transferring ownership of these assets of CATS to the Authority as provided in the agreements.
- (4) The City shall begin transferring ownership of other physical assets of CATS to the Authority as provided in the agreements.
- (5) The City shall retain the \$30 million required fund balance from the existing CATS Revenue Reserve Fund. If these reserves must be used by the City to cover any debt service payments due within the current fiscal year, the Authority shall provide an amount sufficient to return the fund balance to the \$30 million required balance. Once all applicable debt obligations have been satisfied, any amount remaining in the Fund shall revert to the Authority.
- (6) The Authority shall begin making payments to the City in accordance with agreements between the Authority and City for the following:
 - a. An amount to the City that is, at a minimum, sufficient to cover any debt service payments due within the current fiscal year. Amounts must be provided according to a schedule that ensures the funds are available prior to the required payment dates.
 - b. An amount to reimburse the City for the acquisition of the Norfolk Southern O-Line as provided in the agreements.
- (7) Except as provided with specifically identified positions or individuals, employees of CATS shall be transferred from the City to the Authority.

SECTION 6.6. If Mecklenburg County enacts a tax authorized by Part IV of this act, then as of the date the tax levied under that Part becomes effective the interlocal agreement between Mecklenburg County, the City of Charlotte, the Town of Cornelius, the Town of Davidson, the Town of Huntersville, the Town of Matthews, the Town of Mint Hill, and the

Town of Pineville dated February 16, 1999, as amended, and any other interlocal agreement with respect to the tax levied under Article 43 of Chapter 105 of the General Statutes or a tax levied under Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2.(h) of S.L. 2009-527 and this act, is terminated subject to any continuing obligations agreed to by the parties to that agreement. In addition, the Metropolitan Transit Commission is dissolved as of that date.

SECTION 6.7. If Mecklenburg County creates a metropolitan public transportation authority under Article 33 of Chapter 160A, as enacted by Part V of this act, then, notwithstanding G.S. 160A-890 as enacted by that Part, any service outside of the territorial jurisdiction of the Authority that is offered as of the date that the Authority assumes operational control of the assets of CATS may continue without the governing bodies of the applicable political subdivisions granting approval by majority vote for the continuation of service.

PART VII. REVENUE BONDS

SECTION 7.1. The definitions in G.S. 159-81 apply in this Part.

SECTION 7.2. In addition to the revenues included in G.S. 159-81(4), a municipality may include as revenues the receipts from any sales and use tax or other local tax received by a municipality in connection with its ownership and operation of a revenue bond project or a utility or public service enterprise facility or system of which a revenue bond project is a part as long as the pledge of such receipts does not constitute a pledge of the municipality's taxing power.

SECTION 7.3. In addition to the powers provided in G.S. 159-83, a municipality has the authority to finance and refinance the cost of public transportation systems, facilities, or equipment with bonds or notes secured in one or more of the following ways: (1) By the revenues of the public transportation systems, facilities, or equipment, (2) By pledge, mortgage, or grant of a security interest in all or a portion of the real and personal property, whether owned or leased, comprising the public transportation systems, facilities, or equipment, and (3) as otherwise provided in Article 5 of Chapter 159 of the General Statutes. Notwithstanding anything in G.S. 159-83(a) or otherwise in Article 5 of Chapter 159 of the General Statutes to the contrary, each municipality may secure bonds or notes by a pledge of all or any portion of the revenues of public transportation systems, facilities, or equipment without regard to meeting the expense and maintenance and operation of and renewals and replacements with respect to the revenue bond project.

SECTION 7.4. This Part applies only to cities with a population of greater than 870,000 according to the 2020 federal decennial census or any subsequent federal decennial census and metropolitan public transportation authorities created under Article 33 of Chapter 160A of the General Statutes, as enacted by Part V of this act.

PART VIII. CONFORMING CHANGES

SECTION 8.1. G.S. 40A-3(c) reads as rewritten:

“(c) Other Public Condemnors. – For the public use or benefit, the following political entities shall possess the power of eminent domain and may acquire property by purchase, gift, or condemnation for the stated purposes.

...

(14) A metropolitan public transportation authority established under Article 33 of Chapter 160A of the General Statutes for the purposes of that Article.”

SECTION 8.2. G.S. 105-164.14(c) reads as rewritten:

“(c) Certain Governmental Entities. – A governmental entity listed in this subsection is allowed an annual refund of sales and use taxes paid by it under this Article on direct purchases of items. Sales and use tax liability indirectly incurred by a governmental entity on building materials, supplies, fixtures, and equipment that become a part of or annexed to any building or structure that is owned or leased by the governmental entity and is being erected, altered, or repaired for use by the governmental entity is considered a sales or use tax liability incurred on direct purchases by the governmental entity for the purpose of this subsection. The refund allowed under this subsection does not apply to purchases of electricity, telecommunications service, ancillary service, piped natural gas, video programming, or a prepaid meal plan. A request for a refund must be in writing and must include any information and documentation required by the Secretary. A request for a refund is due within six months after the end of the governmental entity's fiscal year.

This subsection applies only to the following governmental entities:

...

- (15) A regional public transportation authority created pursuant to Article 26 of Chapter 160A of the General Statutes, a metropolitan public transportation authority created pursuant to Article 33 of Chapter 160A of the General Statutes, or a regional transportation authority created pursuant to Article 27 of Chapter 160A of the General Statutes.

...”

SECTION 8.3. G.S. 136-44.20(b1) reads as rewritten:

“(b1) The Secretary may, subject to the appropriations made by the General Assembly for any fiscal year, enter into State Full Funding Grant Agreements with a Regional Public Transportation Authority (RPTA) duly created and existing pursuant to Article 26 of Chapter ~~160A~~, 160A of the General Statutes, a Regional Transportation Authority (RTA) duly created and existing pursuant to Article 27 of Chapter ~~160A~~, 160A of the General Statutes, a Metropolitan Public Transportation Authority (MPTA) duly created and existing pursuant to Article 33 of Chapter 160A of the General Statutes, or a city organized under the laws of this State as defined in G.S. 160A-1(2), to provide State matching funds for "new start" fixed guideway projects in development by any entity pursuant to 49 U.S.C. § 5309. These grant agreements shall be executable only upon an Authority's or city's completion of and the Federal Transit Administration (FTA) approval of Preliminary Engineering and Environmental Impact Studies in anticipation of federal funding pursuant to 49 U.S.C. § 5309.

Prior to executing State Full Funding Grant Agreements, the Secretary shall submit proposed grant agreements or amendments to the Joint Legislative Transportation Oversight Committee for review. The agreements, consistent with federal guidance, shall define the limits of the "new starts" projects within the State, commit maximum levels of State financial participation, and establish terms and conditions of State financial participation.

State Full Funding Grant Agreements may provide for contribution of State funds in multiyear allotments. The multiyear allotments shall be based upon the Department's estimates, made in conjunction with an Authority or city, of the grant amount required for "new start" project work to be performed in the appropriation fiscal year.

State funds may be used to fund fixed guideway projects developed without federal funding by the Department, a Regional Public Transportation Authority (RPTA) duly created and existing pursuant to Article 26 of Chapter 160A of the General Statutes, a Regional Transportation Authority (RTA) duly created and existing pursuant to Article 27 of Chapter

1 160A of the General Statutes, a Metropolitan Public Transportation Authority (MPTA) duly
2 created and existing pursuant to Article 33 of Chapter 160A of the General Statutes, or a unit of
3 local government. In addition, State funds may be used to pay administrative costs incurred by
4 the Department while participating in such fixed guideway projects.”

5 **SECTION 8.4.** G.S. 136-44.27(e) and (f) read as rewritten:

6 “(e) Funds distributed by the Department under this section shall be used by counties,
7 public transportation authorities, metropolitan public transportation authorities, or regional
8 public transportation authorities in a manner consistent with transportation development plans
9 which have been approved by the Department and the Board of County Commissioners. To
10 receive funds apportioned for a given fiscal year, a county shall have an approved transportation
11 development plan. Funds that are not obligated in a given fiscal year due to the lack of such a
12 plan will be distributed to the eligible counties based upon the distribution formula prescribed by
13 subsection (d) of this section.

14 (f) A regional public transportation authority created pursuant to Article 25 or Article 26 of
15 Chapter 160A of the General Statutes and a metropolitan public transportation authority created
16 under Article 33 of Chapter 160A of the General Statutes may, upon written agreement with the
17 municipalities served by a public transportation authority, county served by the metropolitan
18 public transportation authority, or counties served by the regional public transportation authority,
19 apply for and receive any funds to which the member municipality or counties are entitled to
20 receive based on the distribution formula set out in subsection (d) of this section.”

21 **SECTION 8.5.** G.S. 143-129(h) reads as rewritten:

22 “(h) Transportation Authority Purchases. – Notwithstanding any other provision of this
23 section, any board or governing body of any regional public transportation authority, hereafter
24 referred to as a “RPTA,” created pursuant to Article 26 of Chapter 160A of the General Statutes,
25 ~~or~~ a regional transportation authority, hereafter referred to as a “RTA,” created pursuant to
26 Article 27 of Chapter 160A of the General Statutes, or a metropolitan public transportation
27 authority, hereafter referred to as a “MPTA”, created pursuant to Article 33 of Chapter 160A of
28 the General Statutes may approve the entering into of any contract for the purchase, lease, or
29 other acquisition of any apparatus, supplies, materials, or equipment without competitive bidding
30 and without meeting the requirements of subsection (b) of this section if the following
31 procurement by competitive proposal (Request for Proposal) method is followed.

32 The competitive proposal method of procurement is normally conducted with more than one
33 source submitting an offer or proposal. Either a fixed price or cost reimbursement type contract
34 is awarded. This method of procurement is generally used when conditions are not appropriate
35 for the use of sealed bids. If this procurement method is used, all of the following requirements
36 apply:

- 37 (1) Requests for proposals shall be publicized. All evaluation factors shall be
38 identified along with their relative importance.
- 39 (2) Proposals shall be solicited from an adequate number of qualified sources.
- 40 (3) ~~RPTAs or RTAs~~ RPTAs, RTAs, or MTPAs shall have a method in place for
41 conducting technical evaluations of proposals received and selecting awardees,
42 with the goal of promoting fairness and competition without requiring strict
43 adherence to specifications or price in determining the most advantageous
44 proposal.
- 45 (4) The award may be based upon initial proposals without further discussion or
46 negotiation or, in the discretion of the evaluators, discussions or negotiations may

be conducted either with all offerors or with those offerors determined to be within the competitive range, and one or more revised proposals or a best and final offer may be requested of all remaining offerors. The details and deficiencies of an offeror's proposal may not be disclosed to other offerors during any period of negotiation or discussion.

- (5) The award shall be made to the responsible firm whose proposal is most advantageous to the ~~RPTA's or the RTA's~~ RPTA's, RTA's, or MPTA's program with price and other factors considered.

The contents of the proposals shall not be public records until 14 days before the award of the contract.

The board or governing body of the ~~RPTA or the RTA~~ RPTA, the RTA, or the MPTA shall, at the regularly scheduled meeting, by formal motion make findings of fact that the procurement by competitive proposal (Request for Proposals) method of procuring the particular apparatus, supplies, materials, or equipment is the most appropriate acquisition method prior to the issuance of the requests for proposals and shall by formal motion certify that the requirements of this subsection have been followed before approving the contract.

Nothing in this subsection subjects a procurement by competitive proposal under this subsection to G.S. 143-49, 143-52, or 143-53.”

~~RPTAs and RTAs~~ RPTAs, RTAs, and MPTAs may adopt regulations to implement this subsection.”

SECTION 8.6. G.S. 143-157.1(d) reads as rewritten:

“(d) Reporting by Local Units of Government. – By September 1 of each year and with regard to each local board listed in this subsection, the information required by subsection (b) of this section shall be submitted on behalf of the appointing authority to the Secretary of State by the clerk of that appointing authority. Appointments to each of the following local boards, whether established by State law or local decision, or appointments to those local boards having equivalent functions, however named or denominated, must be reported:

- ...
- (26) A public transportation authority created pursuant to Article 25 of Chapter 160A of the General Statutes, a regional public transportation authority created pursuant to Article 26 of Chapter 160A of the General Statutes, ~~or~~ a regional transportation authority created pursuant to Article 27 of Chapter 160A of the General ~~Statutes~~ Statutes, or a metropolitan public transportation authority created pursuant to Article 33 of Chapter 160A of the General Statutes.

...”

SECTION 8.7. G.S. 153A-148.1(a) reads as rewritten:

“(a) Disclosure Prohibited. – Notwithstanding Chapter 132 of the General Statutes or any other law regarding access to public records, local tax records that contain information about a taxpayer's income or receipts are not public records. A current or former officer, employee, or agent of a county who in the course of service to or employment by the county has access to information about the amount of a taxpayer's income or receipts may not disclose the information to any other person unless the disclosure is made for one of the following purposes:

- ...
- (4) To exchange information with a regional public transportation ~~authority or authority,~~ authority, a regional transportation authority, or a metropolitan public transportation authority, created pursuant to Article ~~26 or 26,~~ Article 27, or 33 of

Chapter 160A of the General Statutes, when the information is needed to fulfill a duty imposed on the authority or on the county.

...

SECTION 8.8. G.S. 159-48(e) reads as rewritten:

“(e) Each sanitary district, mosquito control district, hospital district, merged school administrative unit described in G.S. 115C-513, metropolitan sewerage district, metropolitan water district, metropolitan water and sewerage district, county water and sewer district, regional public transportation authority, metropolitan public transportation authority, and special airport district may borrow money and issue its bonds under this Article in evidence thereof for the purpose of paying any capital costs of any one or more of the purposes for which it is authorized, by general laws uniformly applicable throughout the State, to raise or appropriate money, except for current expenses.”

SECTION 8.9. G.S. 159-81 reads as rewritten:

“§ 159-81. Definitions.

The words and phrases defined in this section shall have the meanings indicated when used in this Article:

(1) "Municipality" means a county, city, town, incorporated village, sanitary district, metropolitan sewerage district, metropolitan water district, metropolitan water and sewerage district, county water and sewer district, water and sewer authority, hospital authority, hospital district, parking authority, special airport district, special district created under Article 43 of Chapter 105 of the General Statutes, regional public transportation authority, regional transportation authority, metropolitan public transportation authority, regional natural gas district, regional sports authority, airport authority, joint agency created pursuant to Part 1 of Article 20 of Chapter 160A of the General Statutes, a joint agency authorized by agreement between two cities to operate an airport pursuant to G.S. 63-56, the North Carolina Turnpike Authority described in Article 6H of Chapter 136 of the General Statutes and transferred to the Department of Transportation pursuant to G.S. 136-89.182(b), and a Ferry Transportation Authority created pursuant to Article 29 of Chapter 160A of the General Statutes, but not any other forms of State or local government.

...

SECTION 8.10. G.S. 160A-20(h) reads as rewritten:

“(h) Local Government Defined. – As used in this section, the term "unit of local government" means any of the following:

...

(11) A regional public transportation ~~authority or authority~~, a regional transportation authority, or a metropolitan public transportation authority created pursuant to Article ~~26 or 26~~, Article 27, or Article 33 of this Chapter.

...

PART IX. MISCELLANEOUS PROVISIONS

SECTION 9.1. It is the intent of the General Assembly not to reduce transportation funding allocations for any municipality in Mecklenburg County as a result of the enactment of this act or the levy of a tax under the provisions of this act. In addition, it is the intent of the General Assembly not to reduce State transportation funding for State projects located in

Mecklenburg County as a result of the enactment of this act or the levy of a tax under the provisions of this act. Without specific authorization from the General Assembly, the Department of Transportation may not reduce funding for any transportation projects as a result of this act or the levy of a tax pursuant to Parts II, III, or IV of this act.

SECTION 9.2. Except as otherwise provided, this act is effective when it becomes law.

ⁱ https://www.bts.gov/archive/publications/transportation_statistics_annual_report/2016/chapter_5 (Last viewed 5/21/24).

ⁱⁱ <https://www.apta.com/research-technical-resources/economic-impact-of-public-transit/> (Last viewed 5/21/24).

ⁱⁱⁱ <https://www.nlc.org/article/2023/06/29/how-transportation-can-drive-economic-mobility/> (Last viewed 5/21/24).

^{iv} <https://www.accessmagazine.org/spring-2011/transportation-jobs-economic-growth/#:~:text=Sound%20transportation%20investments%20lower%20the,a%20higher%20standard%20of%20living,> (Last viewed 5/21/24).

^v https://finance.yahoo.com/news/traffic-congestion-costs-commuters-valuable-122500799.html?guccounter=1&guce_referrer=aHR0cHM6Ly93d3cuZ29vZ2xlLmNvbS8&guce_referrer_sig=AQAAANYNhNFd61P_p2v-I3GMJ_-e-xAme693klJLr_dWKxa7P-DiBEzlOlyQ0UgfyU87Dg3yzSEzEz-ENS7K1mnLn7uKB525R_TBAmUuwCJ_nOYHIHPG2fByyCYrVQXlaussIMlnJU96aJLMtUn4qQzOcMyyc_kmP_QhaxxBWwwCamuX (Last viewed 5/21/24).

^{vi} <https://www.transportation.gov/sites/dot.gov/files/docs/Costs%20of%20Surface%20Transportation%20Congestion.pdf> (Last viewed 5/21/24).

^{vii} <https://www.theswaddle.com/traffic-mental-health-problems> (Last viewed 5/21/24).

^{viii} <https://www.forbes.com/home-improvement/moving-services/hardest-commutes-in-us/#:~:text=The%20top%20five%20hardest%20commutes,the%20top%2010%2C%20along%20with,> (Last viewed 5/21/24).

^{ix} <https://mobility.tamu.edu/umr/congestion-data/> (Last viewed 5/21/24).

^x *Id.*

^{xi} CLT Alliance, Population and Demographic Changes in the Charlotte Region, September 2021

^{xii} CLT Alliance Economic Impacts of Mobility Investments in Mecklenburg County and the Benefits to the Charlotte Region (Executive Summary)

Executive Summary
Draft legislation – Mecklenburg County Sales Tax 08-05-24
August 5, 2024

PART I. LEGISLATIVE FINDINGS

This Part includes findings about the benefits of investments in transportation infrastructure including public transportation, the costs of traffic congestion, and specific impacts on the Charlotte metropolitan area. Most statements include citations to reference material. These citations will be removed from the final draft that goes before the General Assembly and are included here for reference only.

PART II. REVISIONS TO CURRENT MECKLENBURG COUNTY SALES TAX FOR PUBLIC TRANSPORTATION

- Section 2.1. Changes to definitions.
 - o The definition of “public transportation” is amended so that it is clear it could include tunneling technology.
 - o The definition of “transportation authority” is amended to incorporate this concept with respect to the existing sales tax. The definition references the type of authority that would be created in Mecklenburg County under the provisions of Part V of this bill.
- Section 2.2. Limitation on repeal of existing tax.
 - o Requires that any repeal of the tax by the County may only become effective once there is no debt outstanding that is associated with the tax. This also allows an entity to refinance any existing debt after a resolution of repeal is adopted so long as the refinancing does not extend the maturity date of the debt.
- Section 2.3. Distribution and use of proceeds.
 - o Clarifies that a unit of local government that receives tax proceeds, other than the County that levies the tax, may use the proceeds of this tax to support revenue bonds.
- Section 2.4. Distribution and use of proceeds.
 - o The amendment in G.S. 105-507.3(a) would shift the distribution of the existing tax proceeds from the City of Charlotte to the new Authority once the new tax is levied and becomes effective.
 - o The amendments in G.S. 105-507.3(b) would:
 - Remove references to the financial plan.
 - Remove the maintenance of effort requirements currently imposed on the County, the City of Charlotte, and the Town of Huntersville.
- Section 2.5. Effective date.
 - o Section 2.4, which shifts the proceeds of the existing tax from the City of Charlotte to the new Authority, would become effective only if the new tax is levied, and it would become effective on the effective date of that levy. The remainder of the changes in this Part would become effective when the bill becomes law.

PART III. REVISIONS TO CURRENT MECKLENBURG COUNTY U-DRIVE-IT TAX

Under current law, the following entities may levy a tax on the short-term rental of motor vehicles:

- All municipalities are allowed to levy a tax on these rentals of up to 1.5%, the proceeds of which may be used for any legitimate purpose. G.S. 160A-215.1.
- All counties are allowed to levy a tax on these rentals of up to 1.5%, the proceeds of which may be used for any legitimate purpose. G.S. 153A-156.
- Mecklenburg County has been given special authority to levy an additional tax on rental vehicles, usually referred to as the U-drive-it tax, of up to 5%, the proceeds of which must be given to the largest city in the County operating a public transportation system. S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2.(h) of S.L. 2009-527.

The change in this Part affects only the 5% tax levied by Mecklenburg County – it does not affect the 1.5% tax levied by the County or a 1.5% tax levied by any municipality. It would shift the distribution of these tax proceeds (for public transportation purposes) from the City of Charlotte to the Authority when the new sales tax becomes effective.

PART IV. ADDITIONAL MECKLENBURG COUNTY ROADWAY SYSTEMS AND PUBLIC TRANSPORTATION SYSTEMS SALES TAX

This Part authorizes Mecklenburg County to levy an additional sales and use tax for public transportation.

- Section 4.1 Title of the Part.
- Section 4.2 Definitions.
 - o Applies existing definitions with respect to sales taxes in general and the existing 0.5% sales tax for public transportation.
 - o Creates definitions of:
 - A new type of public transportation authority described more in Part V.
 - An eligible municipality – the municipalities of Charlotte, Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville.
 - The Red Line – a rail line running from the center of Charlotte through the northern towns and terminating north of Davidson.
 - Roadway system.
- Section 4.3 Exemption of food.
 - o As with the current 0.5% sales tax for transportation, this tax would not apply to sales of most food.
- Section 4.4. Referendum
 - o Section 4.4(a) provides that before the tax could be levied, the Mecklenburg County Board of Commissioners would have to adopt a resolution to put a referendum authorizing the tax on the ballot. The Board would also be required to hold a public hearing on the issue at least 30 days before the election.
 - o Section 4.4(b) provides the exact question that must appear on the ballot.
- Section 4.5. Levy of tax.

- o Provides that the Board of Commissioners may levy the tax by resolution only after the following have occurred:
 - The referendum passes.
 - An Authority has been created.
 - At least one municipality or an Authority operates a public transportation system.
- Section 4.6. Administration.
 - o This is standard language that provides that, except as otherwise provided in this Part, this new tax will be administered in the same manner as other local sales and use taxes.
- Section 4.7. Distribution.
 - o This Section sets out the distribution of the proceeds of the new tax. Forty percent (40%) of the net proceeds of the new tax must be used for roadway systems as provided in Section 4.8 and sixty percent (60%) must be used for public transportation as provided in Section 4.9.
- Section 4.8. Roadway distribution.
 - o 40% of the proceeds would be distributed to the seven eligible municipalities and could be used for roadway systems only. The proceeds would be divided between the City of Charlotte and the Towns based on a formula. This formula seeks to ensure that all municipalities share in the pain when there is an overall decrease in tax proceeds (e.g., during a severe recession) AND in the bounty when a rising tide is lifting all ships (e.g., during a strong economy). There is an adjustment that comes into play when overall tax receipts are growing, but something about the distribution formula causes the amount to be distributed to one or more Towns to decrease. There would a multistep process to determine the amount to be distributed to each municipality each year.
 - First, the following amounts would be calculated for each municipality.
 - o The monthly amount. This is equal to the amount determined by a formula that uses the most recent annual population estimates and the most recent figures with respect to street miles as submitted to the Department of Transportation with respect to Powell Bill funds.
 - For the Towns, this is equal to 125% of the greater of two formulas – one based solely on street miles and one using the Powell Bill methodology (which is based off street miles and population).
 - For Charlotte, this would be the remainder of the funds after the distribution to the Towns.
 - o The annual amount. This is the sum of the 12 monthly amounts in a fiscal year without adjustment.
 - o The baseline amount.
 - For the Towns, this amount would initially be equal to the annual amount for the first full fiscal year that

the tax is in effect. The amount would then be adjusted after each decennial census.

- For Charlotte, there is no baseline amount.
- Next, the distribution of the proceeds would then proceed as follows:
 - o For the first 11 months of the fiscal year, each municipality would receive its monthly amount.
 - o For the 12th month there is a mechanism to ensure that a Town does not fall below its baseline amount in some circumstances. The distribution for the 12th month would be as follows:
 - For years in which the total net proceeds received by the County as compared to the previous year decline, each municipality would receive its monthly amount. This would likely result in some, or even all, Towns falling below their baseline amounts. This means that all municipalities would bear some of the pain during years in which the total pot of money shrinks (e.g., during a severe recession.).
 - For years in which the total net proceeds received by the County as compared to the previous year increase, the distribution for the 12th month would be as follows:
 - o If the annual amount for each Town is greater than the baseline amount for that Town, then each municipality would receive its monthly amount.
 - o If the annual amount for at least one Town is less than the baseline amount, then the following:
 - The Town(s) that fell below its baseline amount would receive a distribution in the final month that would ensure that the total amount distributed to the Town for the fiscal year would equal the baseline amount for that Town. The cost of this supplement to that Town would be borne by all the other municipalities in proportion to their relative populations, UNLESS
 - If the redistribution required by the calculation immediately proceeding this bullet would result in an additional Town(s) falling below its

baseline amount, then all municipalities would receive their monthly amounts without adjustment.

- Section 4.9. Public Transportation Distribution.
 - o This Section requires that 60% of the proceeds be distributed to the Authority to be used for public transportation purposes. This Section imposes the following additional restrictions on the use of these funds:
 - No more than two-thirds of this amount (40% of the net tax proceeds overall) could be used for rail projects.
 - The Authority must complete at least 50% of the Red Line before any other rail project is completed, absent the existence of an event beyond the control of the Authority that delays completion or makes completion impossible. Once the event that caused the delay no longer exists, the Authority must resume work on the Red Line.
 - The Authority must solicit input from the Towns of Cornelius, Davidson, Huntersville, and, in some cases, Mooresville on all aspects of the Red Line.
 - The Authority must reimburse the City of Charlotte for the purchase of the O-Line.
- Section 4.10. Provides that the Mecklenburg County Board of Commissioners may repeal the tax by resolution, but the repeal may not become effective until the latest of the following:
 - o The end of the current fiscal year (this is standard language for all local sales and use taxes).
 - o All debt that is supported by the tax revenues have been satisfied.
 - o The Authority has reimbursed the City for the purchase of the O-line

PART V. METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY

This Part creates a new type of public transportation authority that would have responsibility for running the public transportation system once the new tax becomes effective.

The North Carolina Constitution requires that the General Assembly enact general laws with respect to the regulation of local government debt financing. This new authority would be authorized to issue debt, therefore, it must be created by general law. This means that the General Assembly cannot simply create a new authority for Mecklenburg County. That is why this draft does not specifically name Mecklenburg County but instead describes it in general terms in a way that could only refer to Mecklenburg County for the foreseeable future.

Section 5.1 establishes a new type of entity called a metropolitan public transportation authority. The authority would include the territory of a single county that satisfies certain conditions – a population of at least 1 million, bordering another state, and has at least one unit of local government that operates a light rail system. Mecklenburg County is the only county that would satisfy these conditions for the foreseeable future.

The structure of the new authority is based on existing law that provides the basis for the Research Triangle Public Transportation Authority (a.k.a. GoTriangle).

The new Authority would:

- Be created by a resolution of the Mecklenburg County Board of Commissioners
- Have territorial jurisdiction that includes the entire county.
- Have a service area that includes the entire county and could extend outside of the county with the agreement of other units of government.
- Have authority to finance, provide, operate, and maintain a public transportation system for the service area of the Authority
- Be granted numerous powers to carry out these purposes, including the power to acquire and dispose of property, to issue debt, and to hire employees and contractors and the power of eminent domain.

The Authority would be governed by a board of trustees as specified in the authorizing legislation. The board would comprise:

- 12 members appointed by the county.
 - o One appointment must be made on the recommendation of each of the six Towns (for a total of six appointments). Any or all of these six appointments may be elected officials.
 - o Six appointments in the discretion of the County. No more than one of these six appointments may be an elected official of the County.
- 12 members appointed by the City of Charlotte:
 - o At least three of these appointments must be recommended by an entity representing the local business community.
 - o Of the nine remaining appointments, no more than two may be elected officials of the City.
- Two members appointed by the General Assembly – one upon the recommendation of the Speaker of the House of Representatives and one upon the recommendation of the President Pro Tem of the Senate.
- One member appointed by the Governor.

This Part includes a provision allowing for the expansion of the Authority to include one more additional whole counties. Any expansion would require the affirmative vote of at least 75% of the members of the Authority's board of trustees and of the board of commissioners of the county to be added. The expansion resolution would contain provisions with respect to financial, legal, and operational commitments by the entities with respect to the expansion and changes to the Authority's board of trustees, if any. An expansion resolution could not alter the number or appointment requirements with respect to existing members of the board of trustees.

PART VI. REQUIREMENTS IF MECKLENBURG COUNTY CREATES A METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY

This Part provides for additional requirements if an Authority is created by Mecklenburg County.

- Section 6.1 states that the provisions in this Part apply if Mecklenburg County creates an Authority.

- Section 6.2. Studies.
 - o This Section would direct the Authority to study numerous issues related to the legal and financial considerations of a transfer of the assets, liabilities, and operations of CATS from the City of Charlotte to the the new Authority. It requires that these studies be completed by July 1, 2025, and that a report on the studies be published and provided to the County Board of Commissioners, the governing boards of the seven eligible municipalities in the County and the Town of Mooresville, and the General Assembly.
- Section 6.3 General Assembly appointments.
 - o This Section is a placeholder that allows for appointments to the board of trustees to be made by the General Assembly.
- Section 6.4. This Section lists additional actions that must be taken by the Authority prior to July 1, 2025. They include items related to board governance, human resources, financial policies, operational policies, and information technology. The Authority is also responsible for drafting agreements related to the transfer of the existing public transportation system from the City to the Authority.
- Section 6.5. This Section lists items that occur when the new sales tax becomes effective (there is a working assumption that this will not be earlier than July 1, 2026). These items include:
 - o The Authority will begin receiving all tax proceeds from the existing 0.5% sales tax, the new sales tax, and the U-drive-it tax as of the date the new tax becomes effective.
 - o Operational control of public transportation systems are transferred from the City to the Authority.
 - o The City retains ownership of any assets that are pledged as security for any outstanding indebtedness and begins transferring ownership of other assets to the Authority.
 - o The City retains the CATS Revenue Reserve Fund.
 - o The Authority begins making payments to the City to pay off any outstanding debt and reimburse the City for the purchase of the O-Line.
 - o CATS employees become employees of the Authority.
- Section 6.6. Interlocal agreements and MTC.
 - o This Section provides that any interlocal agreements between the County, City, and Towns with respect to the public transportation system are terminated as of the date the new tax becomes effective, and the MTC is dissolved.
- Section 6.7. This Section provides that existing service offered by CATS outside of Mecklenburg County may continue after the Authority assumes operational control of the system without requiring the consent of the applicable jurisdiction.

PART VII. REVENUE BONDS

This Part clarifies that the City of Charlotte and the Authority may use the proceeds of this new tax to support revenue bonds. As discussed above, the General Assembly must enact general

laws with respect to the regulation of local government debt financing, which is why Section 7.4 refers to cities of a certain size or this type of Authority.

PART VIII. CONFORMING CHANGES

This Part makes conforming changes throughout the General Statutes to ensure that the Authority is treated like public transportation authorities in the Triangle and Triad with respect to eminent domain, sales tax refunds, eligibility for certain funds from the North Carolina Department of Transportation, purchasing and contracting requirements, tax secrecy, and debt financing.

PART IX. MISCELLANEOUS PROVISIONS

Section 9.1 of this draft provides that it is the intent of the General Assembly not to reduce transportation funding to local governments in Mecklenburg County or funding for State transportation projects in Mecklenburg County as the result of a levy of a tax under this act. In addition, it prohibits the Department of Transportation from reducing funding for these projects absent specific authorization from the General Assembly.

Section 9.2 provides that the act is effective when it becomes law unless otherwise specified in the act.