

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
December 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. National Human Rights Month Proclamation (*Mayor Clark*)
 - 6.B. Presentation of the FY 2024 Financial Statements. (*Pattie McGinnis*)
- 7. Agenda Changes/Adoption of Agenda**
- 8. Consent Agenda**
 - 8.A. Approve the minutes of the November 4, 2024 Regular Town Board Meeting. (*Janet Pierson*)
 - 8.B. Adopt 2025 Town Board Regular Meeting Schedule. (*Janet Pierson*)
 - 8.C. Adopt Resolution to accept the 2025 Town Wide Resurfacing contract. (*Kevin Fox*)
 - 8.D. Approve budget amendment appropriating Powell Bill fund balance in the amount of \$950,000 to Powell Bill Paving expense to complete the funding of the Town-wide resurfacing contract of \$2,897,483.65 with Blythe Construction. (*Pattie McGinnis*)

- 8.E. Approve revisions to Public Arts Commission Bylaws. (*Emily Sloop*)
- 8.F. Approve the Schematic Plan for the Charlotte Area Transit System (CATS) Hambright Park and Ride Transit Shelter. (*Brad Priest*)
- 8.G. Adopt Resolution to acquire property necessary for the construction of the North Meck HAWK Crossing Project. (*Stephen Trott*)
- 8.H. Adopt Resolution to approve the awarding of a service firearm to a retiring law enforcement member. (*Chief Barry Graham*)
- 8.I. Call a public hearing for Tuesday, January 7, 2025 at 6:00 p.m. at Huntersville Town Hall on Petition #R24-07, a request by the property owners to rezone +/- 106 acres located east of the intersection of Hambright Road and Everette Keith Road from Transitional Residential to Neighborhood Residential Conditional District. The purpose of the rezoning is to develop a single family detached and attached house subdivision. (*Brad Priest*)
- 8.J. Call a public hearing for Tuesday, January 7, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #R24-10 Merancas Fire Training Facility, a request by Jeffrey Smith on behalf of Central Piedmont Community College to rezone +/- 5.28 acres located at 11700 Old Verhoeff Drive from Campus Institutional and Neighborhood Residential to Special Purpose. (*Jesse James*)

9. Public Hearings

- 9.A. Conduct a public hearing on the historic landmark designation of the Caldwell-Bradford School Site located at 16401 Davidson-Concord Road (*Rebecca Bleich*)

10. Other Business

- 10.A. Consider adopting Ordinance on the historic landmark designation of the Caldwell-Bradford School site located at 16401 Davidson-Concord Road. (*Rebecca Bleich*)
- 10.B. Consider decision on Petition #R24-12, a request by TF Walden LP to Rezone +/- 21.509 acres South of Ramah Church Rd. from Neighborhood Residential Conditional District to Neighborhood Residential Conditional District to modify the berm dimension standards in Article 7.5.4. (*Brian Richards*)
- 10.C. Consider adopting Resolution declaring certain real property at 16215 Amber Field Drive and 16209 Amber Field Drive in the Harvest Point subdivision as surplus property. (*Bobby Williams*)
- 10.D. Consider approving Corrective Action Plan for 2024 Audit Items. (*Pattie McGinnis*)

10.E. Consider adopting Resolution to remove the Gilead Road Widening Project from State Transportation Improvement Program. (*Heather Maloney*)

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 NATIONAL HUMAN RIGHTS MONTH

WHEREAS, December is observed as both Universal and National Human Rights Month and December 11th is Human Rights Day; and

WHEREAS, the Universal Declaration of Human Rights, adopted by the United Nations General Assembly on December 10, 1948, establishes the principles that underscore the shared commitment of the global community to safeguard the rights of every individual, irrespective of nationality, ethnicity, gender, religion, or any other status; and

WHEREAS, the observance of Human Rights Month throughout the month of December provides an opportunity for reflection, education, and action to promote and protect the rights and freedoms enshrined in the Universal Declaration of Human Rights; and

WHEREAS, the promotion of universal respect for and observance of human rights and fundamental freedoms contributes to social progress and better standards of living around the globe; and

WHEREAS, the Town of Huntersville is grateful for the work of our Human Rights Commission, and all that they do to eliminate discrimination and promote universal human rights in Huntersville; and

WHEREAS, the assurance of equitable treatment for all of Huntersville's residents has been and will continue to be an ongoing priority for the Mayor's Office.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim December as "**NATIONAL HUMAN RIGHTS MONTH**" 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 December, 2024.

Christy Clark, Mayor



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Approval of Minutes

EXPLAIN REQUEST:

Consider approving the minutes of the November 4, 2024 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve minutes.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 110424FinalDraftForBoard

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**November 4, 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 November 4, 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

Roundabout Landscaping

- NCDOT approved work on October 6, 2024.
- Design complies with NCDOT guidelines.

Lake Norman Teen Council is working in partnership with Bags of Hope to collect bags of food for Thanksgiving.

New college summer baseball team that will be playing at Huntersville Athletic Park next summer is asking for the community's help to name the team.

Brian Richards, Planning Director, provided update on Downtown. *PowerPoint attached hereto as Exhibit No. 1.*

- Design Guideline Update – Draft is complete and staff anticipates final delivery within two weeks.
- Downtown Parking Plan – Staff has completed data collection and has begun analysis of existing parking.

- Woonerf – Held public input and demonstration event October 17-18. Consultants are finalizing their report and staff is researching grants for next steps.
- Arborist Tree Assessment Report – The Tree & Shrub List is updated and posted online. The consultant has begun the windshield survey of the downtown tree canopy.
- Downtown Stormwater Study – Received five submittals from the RFQ to study regional stormwater solutions.
- Landscaping of the traffic circles has begun.

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

Commissioner Bergsman said the landscape design for the roundabouts, is that available on our website for people to look at?

Mr. Smith said not right now, but I can certainly make it that way.

Commissioner Dumas said is there anything we can share that's ready to share in regards to some of the exciting new businesses coming into town. I know there's a couple that have already been announced, maybe just go over those.

Mr. Richards said Golden Cow Creamery, they are still waiting to find a co-tenant before they start construction, but we've been in contact with their team. Over there at No. 5, that's Walk23. You'll see a number of those townhomes being built and the cottages as well. I believe they do have a tenant that's going to be upfit for the yellow house. I think there was an article in the paper. I haven't seen the permits yet. I do know the folks over at North State are in discussions with a number of tenants for their commercial space downstairs in the mixed-use building. A lot of activity, a lot of energy, lots of phone calls. With the purchase of the Red Line, I anticipate more inquiries over the next couple of months.

PUBLIC COMMENTS

Amy Hallman said on Tuesday morning at 3 a.m. we had a medical emergency. We called 911 Medic after about 30 minutes of making sure it was the right thing to do. The dispatcher told me that I had to talk to a nurse to determine the type of arrival we were going to get. That would be an ambulance is what I thought. What kind do I want – Atrium, Novant.....in that moment I'd take any first responder showing up at my door. This was my child. But nope. Tick tock.

The first nurse didn't answer. Medic came back on and told me this was required protocol that I speak to a nurse first to determine.....I don't know, I may have nearly blacked out from stress, and she transferred me to a Novant nurse. After several questions she assessed that indeed we needed Medic with emergency and dispatch actually made her repeat that. The process took 20 minutes. My son was scared and we were, too. At this point no Medic had even been routed. None. Lee and I took turns sitting with our son and standing on the front porch with the door wide open at 4 a.m. Maybe we're spoiled because we've been used to our fast first responders, our fire department, that used to be here before we finished dialing 911 and we were used to that. But we've been having that for decades. But we could hear no sirens, no sounds at all, no vehicles. It was eerily quiet, and we were alone. Still stunned, I called 911 back and they said that it had been 7 minutes since dispatched. A Medic arrived at 4:03 a.m. and they did recommend then that he go to the hospital. They said they could take him or they could help put him in the car. Our son couldn't stand. I know we took requiring first responding off of the fire department's plate and I dislike calling 911 for any kind of police matter. I certainly feel like I know what a dang emergency is. My mother died of a brain aneurysm and my father died in a gym

working out when he was 60 years old. And my grandmother with Alzheimer's was in the ER frequently with fractures. My son is okay, but when dispatch said keep him on his side and make sure he doesn't have a seizure, that to me confirmed emergency right away. While Medic deals with all kinds of frightened and harried people routinely, calling 911 should be considered an emergency. We are people with emergencies, we are not line items on a spreadsheet. We are callers and should not be forced to consult a third party to ascertain our need. I did post this on Save Downtown and I will forward you some of the other responses. Please bring in Medic and have them do a presentation about what their call responses are.

Luz Rosenfeld said I'm an international activist in which I actually take care of people that are with special needs. My request today is in reference of sidewalks where I live in Arden. Arden is a 55 and older community in which we do not have any sidewalks from the right or from the left. My dog and me do a lot of walking and the dogs as you know, guide dogs do not train grass, they train what you call sidewalks and that's how they are trained to walk and that's the way that I actually walk around. I have another request it's in reference to transportation. The transportation here called STS which is Special Transportation Service for people with disabilities that are blind, deaf or seniors that do not drive, it stops half a mile from Huntersville. I would like to make a request and see if it's possible to create awareness in reference to people that cannot drive or cannot get any type of transportation. You do have here places that they come. You schedule them, they come four hours late or they don't show up. If you call Lyft or if you call Uber, guess what, they see me with a guide dog, they just take off. They just do not help. I wanted to know if that's something that we can put on the agenda or you already have some type of plans in reference to do sidewalks or to create any type of transportation that will pick up seniors or people that are disabled in front of their door here because I know that there isn't any here. I come from a town called Doral, Florida in which I did sidewalks, ramps, things for people that have disabilities, like anything that they will need, it was provided for them. I'm not sure this is included but where I live, Arden, you're like a block and a half away from the right and from the left for me to walk and I just want to create awareness. There's people that are blind that need that kind of thing here. In Florida the whole city was surrounded with the bus or trolley that will pick us up in front of our door. I actually made that request and they did it. The city is now about 21 years old. When I moved there it was starting and they put all that into project.

Michelle Pace said I live at Huntersville Commons Apartment complex. Mine is about a 911 response. Mine was actually law enforcement because of gun shots to the point I had my 15 year old hide in the bathroom. It took at least 5 minutes for a live person to come on so I could tell them what I needed and then when they responded, when I told them where I live, they go we've got to send you to Huntersville PD. I had to wait another minute or two and when somebody else came back on, they were like you weren't supposed to be transferred, we take those calls. Went through the process. It took about 5 to 8 minutes to finally get to what needed to be done. I grew up here, I grew up around guns. I do not call 911 unless it's a true emergency, but to the point that my child was scared to stay home by herself today and she's 15 years old and at the point that she wants to learn how to shoot a gun to defend herself. I grew up here. I'm sad to see how this town has gotten to where it takes so long for somebody to come on 911. It wasn't like that when I was growing up. I will say that Huntersville PD was wonderful about response time. I have no issues with them, it's the 911 response time I have issues with. Something needs to be done because when you have children wanting to learn how to shoot to defend themselves, something is wrong.

AGENDA CHANGES

Commissioner Hunt made a motion to adopt the agenda.

Commissioner Dumas seconded the motion.

Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes. Commissioner Bergsman made a motion to approve the minutes of the October 15, 2024 Regular Town Board Meeting. Commissioner Dumas seconded the motion. Motion carried unanimously.

Southern States Contract. Commissioner Bergsman made a motion to approve purchase contract with Southern States, LLC for the purchase of substation equipment needed for the new electric substation. Commissioner Dumas seconded the motion. Motion carried unanimously.

Contract attached hereto as Exhibit No. 2.

Budget Amendment – Electric. Commissioner Bergsman made a motion to approve budget amendment appropriating Electric Fund Balance in the amount of \$700,000 to Material Expense in the amount of \$350,000 and to Labor Expense in the amount of \$350,000 for Lodges of Stumptown development. Commissioner Dumas seconded the motion. Motion carried unanimously.

Resolution – Private Sale of Surplus Fire Truck. Commissioner Bergsman made a motion to adopt Resolution authorizing the private sale of a surplus fire truck. Commissioner Dumas seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 3.

Construction Contract – Reese Blvd at Vanstory Dr. Commissioner Bergsman made a motion to adopt Resolution approving Reese Boulevard at Vanstory Drive construction contract. Commissioner Dumas seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 4.

Accept Streets for Maintenance – Hampton’s Professional Center. Commissioner Bergsman made a motion to accept streets for maintenance in the Hampton’s Professional Center. Commissioner Dumas seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Northdowns Lane	Statesville Road	Hamptons Park Drive	375-ft
Hamptons Park Drive	End of Road – Barricade at north end	End of Road – Arbor Ridge Entrance	1005-ft

Accept Hunstad Boulevard for Maintenance. Commissioner Bergsman made a motion to accept Hunstad Boulevard for maintenance. Commissioner Dumas seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Hunstad Blvd	465' E of Statesville Rd	End of Road (Cul de sac)	100-ft

Accept Streets for Maintenance – Rosedale Subdivision. Commissioner Bergsman made a motion to accept streets in the Rosedale subdivision for maintenance. Commissioner Dumas seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Market Square Drive	Rosewood Meadow Lane	Rose Commons Drive	475-ft

Accept Streets for Maintenance – North Creek Village Commercial Subdivision. Commissioner Bergsman made a motion to accept streets in the North Creek Village Commercial Subdivision for maintenance. Commissioner Dumas seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
North Creek Village Drive	Sam Furr Rd	Prosperity Church Rd	1835-ft
Village Crossing Road	North Creek Village Dr	Prosperity Church Rd	800-ft

Accept Streets for Maintenance – Walden Phase 6 Subdivision. Commissioner Bergsman made a motion to accept streets in the Walden Phase 6 Subdivision for maintenance. Commissioner Dumas seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Ravenall Drive	158-ft E of Keyes Meadow Way	154-ft W of Beecher Commons Drive	1373-ft
Casabella Drive	164-ft S of Ellery Channing Drive	141-ft N of Ravenall Drive	631-ft
Ellery Channing Drive	Casabella Drive	198-ft W of Chopin Ridge Road	420-ft
Chopin Ridge Road	144-ft N of Ravenall Drive	148-ft N of Ellery Channing Drive	490-ft

Call for Public Hearing – Petition #R24-12. Commissioner Bergsman made a motion to call a public hearing for Tuesday, November 19, 2024 at 6:00 p.m. at Huntersville Town Hall on Petition #R24-12, a request by TF Walden, LP to rezone +/- 21.599 acres located north of Huntersville-Concord Road and south of Ramah Church Road (Parcels # 01943117 & 01943169) from Neighborhood Residential Conditional District to Neighborhood Residential Conditional District for the revision to a previously approved berm. Commissioner Dumas seconded the motion. Motion carried unanimously.

PUBLIC HEARINGS

Petition #R24-09 Town Center General Rezoning. Mayor Clark called to order public hearing on Petition #R24-09 Town Center General Rezoning, a request by Martha Rawdon, Larry & France Garner, Derong Huang, Franklin Lowry, & HFH Investments LLC to rezone +/- 3.213 acres located at 106, 115, 117, 121 Gilead Rd (Parcels #01711623, 01711620, 01711621, 01712208) from Neighborhood Residential District to Town Center District.

Staff Report and PowerPoint attached hereto as Exhibit No. 5.

Brian Richards, Planning Director, said there are four property owners who have applied for a general rezoning from Neighborhood Residential to Town Center. This is approximately 3.12 acres located just west of the intersection of 115 and Gilead Road.

This area in the 2040 Community Plan is called out to be Town Core and Mixed-use Centers. That's where you get most intense uses in this 2040 Community Plan. Again, pretty straightforward, a mixture of uses, different types of land, all things we're very familiar with, lots of the construction going on downtown now.

Additionally, one of the other things that's called out in the 2040 Community Plan is the different tiers. Most of these properties are located in the Downtown – Tier 2. As you can see, they're generally two to three stories, predominantly residential with some small-scale commercial. As this is a general rezoning, we do not have specific plans for these four properties. Each of those four would need to come in if they choose to redevelop and they would be subject to all the rules of the Zoning and Subdivision Ordinance, so this would rely on those documents.

The 2022 Downtown Master Plan calls for Gathering areas to be developed in the Primary and Secondary areas. These are areas of interest just west of the intersection envisioned to develop over time. We're getting some interest now, and with the purchase of the Red Line, I think we're going to see more and more interest in these areas.

You can kind of see what's already been going on. You can see on the north side you've got the Post Office. As we move east, you've got the Walk23, which is a mixed-use and commercial development, and we have the school.

On the north side adjacent to the 760 Brewery is one of the parcels. We'll go back down to the south, you've got multiple office uses. We have an approved multi-family development, some additional mixed-use buildings and then transitioning into homes that have converted over to offices.

On the corner you have the architect and design firm that did a change of use. And then we have a residential building, we have a home that's been converted over to a school which is now operating as a

business, and then you have the white home that's in disrepair, and then of course you have the mixed-use, the North State project that's going on there and Huntersville Town Center.

You can see this corridor has quickly transitioned over from a residential corridor to a mixed-use corridor and we envision that becoming more intense over time. Some folks had asked me a question earlier about why not come in with individual conditional district rezonings. Those can be viewed by the development community as a barrier to entry, so removing that just by zoning to the base Town Center district invites some potential projects that would not come before because maybe a smaller developer, a mom and pop, don't have the assets or funds to come and go through that whole six month or year long process to get a conditional district rezoning.

Staff is comfortable with this proposal. There's a number of reasons to support that in the 2040 Community Plan as well as the Downtown Plan. And we are comfortable with the strength and barriers that we have in those ordinances to support to get good development that would protect the residents and surrounding businesses in that area and we're here to support this.

Commissioner Dumas said can you talk a little bit about some of the specific differences in the different zonings – like sound ordinances, business hours, building height, things like that.

Mr. Richards said business hours, we don't have any restrictions on those. Those could come out of a conditional district rezoning and just to speak on that, if any of these folks wanted to redevelop and they wanted something that wasn't permitted in those uses, they would need to come back for a conditional rezoning to ask for a modification to that standard.

We have strong buffers, so if you were to come in and put an apartment building or something in there, depending on the density you might have a larger buffer as opposed to a smaller type building. In the Neighborhood Residential District you're allowed bed and breakfast, you're allowed boarding rooms, you're allowed congregate care facilities, family care home, single-family. You're also allowed commercial uses in a mixed-use building and you're also allowed full commercial uses in a detached building type within ¼ mile of the Town Center, which all these properties fall within. That's by right now, no changes today.

As you can see, some of those have already happened especially with the offices across the street and the former daycare/school. In Town Center you can do bed and breakfast, inns, you can do boarding rooms, you could have civic, fraternal and community clubs, you could have full commercial uses as you do now. It would be in a different style building. You could also have the same thing as family care homes, government buildings, you could do a hotel.

The size of these properties are smaller, so you're not going to be looking at large buildings. Building heights, they vary. We do have a massing scaling part of our ordinance that would restrict these, so if you have a single-story building, two stories is probably what you're going to get next door. Again, with these buildings and these parcels being the size that they are, they're not going to be conducive to three and four story buildings – you can't park them. You can't fit all of the infrastructure that you need for stormwater and those types of things on these parcels.

Commissioner Bergsman said I want to go back to the differences between the two zonings. For something like amplified music or live music, is there a difference between the two.

Mr. Richards said no, you could have that in both of the situations. Again, we would rely on the Town's nuisance ordinance and Chief Graham and his staff to moderate those types of issues.

Commissioner Bergsman said is there any possibility of having a multi-family project that would not have commercial.

Mr. Richards said yes and as a matter of fact just down the street in Neighborhood Residential you have that down near the orthodontist office. You have an approved multi-family building there right now. It hasn't been built, but it is able to be built, and you would have the same situation over here.

Commissioner Bergsman said hypothetically, because I know with the Downtown Master Plan there's a lot of talk and with North State of having commercial on the first floor and residential above, but that is not a requirement.

Mr. Richards said no. If you offered a mixed-use building, then you could have commercial downstairs or non-residential downstairs and residential upstairs. With the size of the parcels, it's pretty restricted. The one to the north is a little bit larger at 1.7 acres. You're not going to get a large building up there with parking and market rates. We have lower parking standards than what market drives. Parking is going to be the big restriction on these lots.

Commissioner Bergsman said I believe at least one of these parcels has either the whole house designated historic or there's historical components to it. Maybe I'm wrong. I'm thinking of the Henson Foley, the white house.

Mr. Richards said I'm sorry, you are correct. They did that not too long ago. Yes, they have historic designation.

Commissioner Bergsman said for a house that has historical designation, is there anything that would change.

Mr. Richards said no, they are going to continue to operate as the office. I did speak to Mr. Henson this afternoon and he said they have no intention of converting that over any time soon. Maybe a restaurant one day further down the line, but that would not change. Those are all uses that are allowed. The historic is more like the aesthetic of the building and they went through and did all of their infrastructure work shoring up that prior to getting that designation. Anything afterwards, if anybody wanted to make aesthetic changes to that building, they would need to go through the historic landmarks commission as well.

Commissioner Hunt said there's a concern from a resident about the general zoning simply because they didn't know what would go on that site. Do the folks wanting to rezone have any interest in maybe talking to the homeowner next to them to say like this is kind of the idea that we are toying with.

Mr. Richards said sure, we always encourage folks before they go through the change of use to talk to their neighbors. I do know there has been some conversations, but we can always encourage discussions as well. I know everybody received an email from the one property owner of the former bed and breakfast. There are no plans. If there are plans, we will definitely get them in touch with those folks. And, of course, everything is public record and I'd be more than happy to reach out to folks when applications do come in.

Commissioner Bergsman said are the applicants giving any kind of presentation?

Mr. Richards said I don't see anybody here this evening.

Commissioner Bergsman said none of the applicants are here this evening?

Mr. Richards said I do not see any.

Mayor Clark called for public comments.

Elaine Kerns said I'm coming to you tonight as a citizen of Huntersville, downtown resident, and a previous member of the Downtown Planning Steering Committee. I would like to strongly urge you all to deny this rezoning request for the following reasons.

There are no concept plans as was just discussed for the particular parcels in question. Given such a critical downtown location, I believe the responsible thing to do would be to know what the property owners plan to do with the parcels before approving any rezoning requests that would give them carte blanche. I would encourage each one of you to further look into the differences between the TC and NR zoning.

We are going to have 800+ new residences in this downtown area. They are currently being built. When they are all occupied this will more than double the number of residences in Greenfield Park alone and, of course, I'm thinking about traffic and cars and hundreds more cars in the downtown area. It's easy to have a failure of imagination because they're not here yet. Can we please wait until we can see and experience this reality before opening the door for even more density and therefore more cars on these streets.

Also, this is something that I just thought about, how might a TC rezoning which would allow higher housing density along Gilead Road affect the Town's plan to make this road conducive to a safe and walkable corridor to and from downtown. I don't know if it would impact it at all, but it was just a question that came to mind.

That's all, just again please deny this. This can be revisited later after everything is built and we know what we have here after we have the town hall, new businesses and a whole lot more people and cars.

Robert Kerns said I live about two blocks from the properties that we're discussing in this petition. Some of you may know me as Bob Kerns, Man About Town, who fruitlessly searched for the light rail downtown transit station. The only thing left of my search is high density zoning that was related to being within a quarter mile of the non-existent station. I'm still looking for it, don't worry. I'll get back to you.

First, this is important, none of my comments should be construed as criticism of my friends, Martha and Frances, two of the petitioners. Both of our families have a long history of friendship and loyalty to this town. My concern is for transparency and due process in town governance. You may be familiar with the term cart before the horse. Things should be in a certain order. How about pig in a poke. Any farmer would tell you don't buy livestock you haven't seen yet. I think we're in a condition like that. We don't know what's coming, we don't know what the plans are. Wouldn't this Board like to see the plans for these parcels before voting to rezone it for higher density. I know I would.

I suspect that some entity already has fairly detailed plans for these parcels. Probably yet more apartments to further overwhelm our already inadequate infrastructure. As my wife mentioned, there are already about 800 new residences that are in the works right now. I think before considering rezoning to a higher density which causes additional stress, maybe we'd like to see what the effect is of the ones that have already been approved.

I think we need to show a little more imagination, a little more care for posterity in our development of our town. How we make our town more walkable and bikeable, where are the agreeable common areas with trees and maybe a water feature. I suggest that all of the world's best loved and most vibrant cities have chosen to make such investments. Examples, Amsterdam comes to mind. Any town in Bavaria. Most of them in France. For Heaven's sakes have you been to Paris.....in downtown there's trees growing along every single street. We don't look like that. We look like an industrial area by comparison, but I digress. I ask you to please deny this rezoning at this time. Let's see the proposal first, then vote.

Amy Hallman (Jamie Wideman and Amber Kovacs yielded their time) said when the SNL writer was charged with writing the all-important opening skit to help Kamala Harris over the goal line, he or she probably felt enormous pressure.

Since the surprise mailing of R24-09, I too have felt enormous pressure, like it all rests on me. And while I may not be your first choice of resident, my heart is 100 percent with Huntersville. I show up, I put my name on it, and I mean well. Please don't hold my ADHD against me.

First, nice decision to buy Cashion's and to continue town hall. The 760, Huntersville Ice Cream Shop and many other stores have done a great job to start growing our downtown. I'd like to remind you that I was a big supporter of the Golden Cow project, Walk23 on Gilead and even North State's Maxwell Street townhouses. I showed up then, too, and supported these and even took flak for each one of those.

Tonight, I'm asking you to deny Rezoning Petition #24-09. On the surface it may be easier for the Planning staff to rezone multiple parcels at one time, especially without specific plans, but that is not the right idea for our downtown. Please ask yourself and others why do this, why this way.

This request is wrong as a group because they are raggedly pieced together. There is no flow. Require the petitioners to break up the request to individual ones and consider them individually, only with site plans. Use conditional rezoning only. I don't know why this wasn't presented. If not, you will remove almost any say that you as a Board has in what can and should go there and because Gilead is the gateway to downtown in Huntersville according to the Downtown Master Plan, input is necessary, crucial. Each parcel needs to be considered individually because building a downtown is delicate work.

Rezoning from Neighborhood Residential to Town Center allows for the highest residential density and the broadest allowances of commercial options, much more than NR. TC, once approved, does not require any further Board approval for specific projects. Buffers, tree save, gone.

I couldn't figure out why 106 was included in this petition at first. As part of Parks & Rec's wish list, 106 doesn't need to be rezoned. As a single-family home being rezoned to a single-family home, it doesn't need to be rezoned. And with no listed plan for what that property might be in the agenda or online, what makes the most sense.

I reached out to North State and just asked what their plans were for 106 and he said to me he's waiting to see what happens with this rezoning request first. This morning, I opened my email to see that the property owners at 108 Gilead confirmed to you that North State is involved. Why are they not included in this petition? They're certainly an important part of the equation.

According to the previous Planning Director, NR zoning was created to allow addition of some commercial businesses within the residential homes and feather in to or out from TC, while also operating with respect to existing residences.

The interesting thing is none of these applicants have any immediate need for such a rezoning.

121 already operates with 100 percent within NR zoning. They immediately began a beautiful restoration. They are on the historic register, and they have no immediate plan to change what they are doing, so why rezone.

115 and 117 Gilead are land development clients of the applicant at 121 Gilead and they have submitted no plans nor site projects. 115 has always been a single-family residence and trash receptacles inside were or are used to catch rain. There's been no new roof put on this house. In 2020 North State tried to buy 115 from Ms. Carol as part of their Town Center project. They couldn't come to terms on the price.

117 Gilead has most recently operated as a successful daycare 100 percent within ordinances of NR and has been vacant since June 2022. 117 has no new submitted plan and 121 is content. Why do this?

Is the purpose of rezoning 106, 115, and 117 to TC to benefit North State? If they want to build true mixed-use with at least 50 percent retail and commercial on some of these properties, it may be a good idea. But if they buy 106 Gilead, maybe they don't need 115 and 117 and vice versa. But if we generally rezone all these parcels to TC just in case, we as a town and you as a Town Board will have no say and we will miss the opportunity to have the 2040 Community Plan's DT8 preserve and celebrate and DT11 mixed type of residences.

106 Gilead is 1.7 acres. The right person could come along and buy it to restore, even as a museum with some Parks and Rec land, but if it is rezoned to TC now the property value alone will seal that house's demise. Only a residential developer could afford that, not unlike what's happening to our farmland. The property is family owned, full of Huntersville history, inherited by out-of-town siblings. Yes, they have property rights, but why is there no developer here when North State is clearly interested in it.

Let's talk about 117 Gilead. It sits fully beside and in front of residential property and the Greenfield Park neighborhood. While his application says his current use is daycare, it is not. According to an email I received from Planning staff, 117 Gilead was granted a change of use in April 2024 for a restaurant and not a Pint and Page as the sign in the yard currently reads. So, which is it, a biergarten, a restaurant, a Pint and Page, a resell. I don't know and you don't either. Why isn't the change of use online. Some are.

Rezoning 117 Gilead to general TC allows him by-right to have a biergarten, an outside business with more noise than inside businesses, which is what he originally said he wanted to put there, with outside drinking, music and activities until the wee hours of the morning, all at 30' outside my bedroom windows and he will have no restrictions, including the time of day the trash truck can collect from his dumpster. Within NR, the zoning in which he purchased this property in 2022, he cannot operate

outside those walls of his building except on his front porch, which makes sense among residences. This parcel alone is clearly its own rezoning petition.

Two addresses in the middle of all this, 108 and 119, which is my house, do not want to be rezoned but they will still be negatively affected. Also 108 was completely gutted and restored and 119, my house, is currently under renovation. This is not the case for 106, 115 and 117. Why do this rezoning?

There is no site plan for 106, 115, 117 nor 121, not even a concept of a plan. While this isn't required for a general rezoning, they're asking you to rezone based on speculation. I am not a speculation. Actual physical renovation is happening at 119 Gilead and happened at 108 and 121 Gilead to boost the beauty and the value of our downtown.

While the Staff Report doesn't convey the parcel's history, it's necessary. I have no more time tonight to discuss that so I will email and post those histories of these houses that I'm talking about, but suffice it to say 106, 108, 115, 119 and 121 are historic to Huntersville and Mecklenburg County history, even if not designated and we know Doc Craven's house became our greenway trailhead when the 2019 Town Board voted to demolish it.

It's been a difficult public hearing to prepare for. Juggling all these different and varied parcels as a resident and concerned citizen further confirms that dropping this general rezoning on us was a blitz offensive call. I hope you recognize how many moving parts there are to consider or to miss with such a petition. If you wonder why more residents don't come out, this could be the reason. It is simply too much to take on at a single time, Where do you even start?

Recently this Board commended Jake Palillo and the Northbrook residents for working together for a decent compromise for Northbrook Storage. Jake made many concessions and some on the fly during public comments. Developer concessions were made by Hotel Ventures of Lake Norman, Long Creek Entertainment and certainly residents in both these areas made concessions. If you approve this general rezoning, you will be disallowing the compromise to happen here.

In 1920 my great, great grandmother, Mary Rogers inherited a piece of what is now 106 Gilead Road. She sold her interest and bought our house at 119 Gilead Road. When my renovation is complete our son will be the sixth generation to live in that family home. Will that plan change? It might. But I'm not asking the Town to get involved until I do know. I'm doing my part until then and I'm showing good faith. Please separate it and deny it.

Lee Hallman (Kevin Wideman yielded his time) said I'm here to reason against the general rezoning of the 100 block of Gilead Road from Neighborhood Residential to Town Center. There are six properties in this area, the four on the application and two that do not support being rezoned. The two against rezoning are active residences and would be engulfed by, and subjected to, the externalities that come with more intense commercial development afforded by Town Center zoning. I'm asking that you reject this request and ask the applicant and owners, or potential owners, to come back with an application for conditional rezoning so that each project can be vetted by Town staff and boards.

This being the 100 block of Gilead Road makes it the welcome sign to the downtown. As such, we must continue to be careful with the development that happens along the corridor. So far, we've done just that. The 760 brewing got the ball rolling as we owned the property allowing us to choose the business we desired. Some might argue that the Town Center project provided the necessary density to support more retail and restaurants. You have decided to opt out of NCDOT's widening of Gilead Road to keep

our downtown from becoming a major thoroughfare. We must continue that diligence by using our rezoning process to ensure we get exceptional results as these properties develop.

Recall that Neighborhood Residential zoning was created along this corridor to allow property owners to convert their residences to businesses without having to go through major structural changes. That process has worked well so far. Granting general Town Center zoning could strip the Town Board's input into the development of those properties. For a by-right build the staff and town boards would not see anything until the bulldozers arrived. Beyond that, any modifications to our design standards would be administrative and again town boards would not see that. If the idea, as many suspect, is to soften the zoning with this action, then when a project plan is required our only input would be minor, a buffer here, a fence there, with no material influence over what's added to our downtown. We will find ourselves resigned to the "well ok, it could be worse" decision. We use that much too often already. At least it's not more apartments or storage units or another bar. You get the idea.

Let's look at each property individually.....106 Gilead, beside 760 Brewing, is owned by two sisters who live in Concord, and has been vacant for 20+ years, 2 acres of prime property and an historic house that could be saved, but with a general Town Center zoning, it's likely to be torn down for higher density housing.

Across the street you have 115 Gilead, vacant for about 2 years, bought by a local food truck vendor with the intent of putting in a kitchen only to discover structural problems that make it now a tear down, with TC zoning, more marketable to an active developer.

Also vacant for two years is 117 Gilead that was once a preschool. We know the owner has a change of use to a restaurant for this property which is allowed in the current NR zoning. We also know that this owner, with the help of staff, initiated this rezoning due to one factor that he desires that is not allowed in NR, outside consumption of goods and services beyond a front porch, in particular alcohol sales as indicated by the 'coming soon' sign on the property....a property that is 30' from a residential bedroom at 119. The last property is the applicant's own and currently houses an engineering business with no intention to change that anytime soon.

So why are we doing this? Are we willing to give up any chance of having input into the development of this block? Do the residents stand to gain anything in return for taking down these barriers? Have no doubt that this is simply a real estate speculation exercise. This enhances the property value of these four lots, it increases the revenue generating potential of those properties by adding more intense commercial uses like hotels and nightclubs that can be built by right. Why would we administratively grant that value without having a solid set of plans, a commitment, from the applicant? The applicant will likely give you some ideas of what is intended for these properties, but again don't be distracted by the concept of a plan. Let's have him come back with conditional rezoning and site plans for this potentially iconic block of downtown. Let's not let our brand be well it could've been worse.

In closing, a general rezoning with no plan, no commitment, is effectively giving away any influence we might have over this area of downtown in direct opposition to 2040 Plan Policy EV-1.3 Protecting Strategic Development Sites. We won't get what's best for downtown. We'll get what's most profitable for the developers.

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

Petition #R24-05 Hillco Skilled Nursing Facility. Mayor Clark called to order public hearing on Petition #R24-05, a request by Novant Health Inc. to rezone approximately 13.9 acres of land from Corporate Business to Campus Institutional Conditional District. The property is located at 13600 Reese Boulevard East in the Huntersville Business Park (PIN 01719110).

Brad Priest, Assistant Planning Director, entered the Staff Report into the record. *Staff Report and PowerPoint attached hereto as Exhibit No. 6.*

Petition #R24-05 Hillco Skilled Nursing is a conditional rezoning that we're looking at today. The property in question is here in the Huntersville business park on Reese Boulevard East. It's on the east side of the park adjacent to I-77. They are looking for a rezoning from Corporate Business to Campus Institutional Conditional District. This is a similar zoning that Novant Hospital is currently zoned as well. They are looking to do a congregate care facility and that's essentially a skilled nursing facility or some call it a nursing home, some call it extended stay services for nursing situations, so we can talk a little bit about that if you have any questions on it.

Just to get a little bit of an overview of the site, here on the top left is the aerial, so a lot of trees. There is a creek. On the bottom right you see a lot of in the brown shaded area is floodplain that cannot be built upon and overlaid onto that plan is their plan. It's a very tight site that they are trying to put things on here.

Here's the site plan that has been submitted for review. It's a one-story building, 72,000 sq. ft. It would have 110 beds for people who need nursing assistance. We talked a little bit about the floodplain limits and just a note about the Huntersville business park because this does come into play. Generally, the Huntersville business park was approved in 1986, so the ordinance that applies for by-right development if someone came and just wanted to build an office building they would go from the rules from the 1991 Huntersville Zoning Ordinance, so a lot of things in the current ordinance would not apply. However, because the use of congregate care is not permitted in the old Zoning Ordinance, the applicants are seeking to come rezone the property to allow the new use that also opens up the new zoning requirements from the ordinance. So that's something very particular to this application.

I wanted to just give you another highlight in regard to where the building is in relation to the floodplain that is shown here in green that cannot be built upon. Obviously when you look at a commercial building or you look at the other skilled nursing facilities in Huntersville, those buildings are usually up on the street. They front the street, the parking is in the back. In this situation that's not really possible, because of the floodplain they can't build in it. We worked with the applicant to do an alternative frontage. The Zoning Ordinance allows buildings to front on urban open spaces, public spaces, in addition to public streets. There's a private drive that goes back to a very large roundabout that is simply sidewalks and grass right now. The applicant has agreed to take that roundabout and turn it into an urban open space, a place where people can walk, go out and sit, and enjoy nature, do some landscaping on it and turn it into a nice plaza. That would be their frontage condition that they would be fronting on in this application. That's very unique to this application and staff is looking forward to working on that as well.

Just a slide just to emphasize and zoom in to the alternative frontage. Currently it's grass with a couple of sidewalks, but as you can see they are wanting to put landscaping, seating and sculpture shade elements that you can sit under, almost artistic in nature. It would be very unique to the business park and be a compliment to both of the buildings to the right and to the left.

We are working with the applicant on a few things that need clarification on the bottom of the slide. I can get into those but the top ones there are because of the floodplain there are many modifications that the application is asking for from the ordinance through the conditional rezoning plan, so again the ordinance says that if you do a conditional rezoning and the applicants go above and beyond, they do excellent design, they do this and that, they might need some flexibility from the ordinance and so that's what they are asking. From the Staff Report, staff outlined the reasons for those modifications. I'd be happy to answer any questions you have about those.

The alternate frontage, one thing we do want to work with the applicant on and we have discussed with them is making sure that alternate frontage, the urban open space, the adjacent property owner who it goes onto their property a little bit is willing to work with the applicant on building it and maintaining that, so that's still a question that we just want to make sure it's feasible to actually do what we are proposing to do.

The uses proposed – change the uses, narrow them down to the skilled nursing facility. Why is that important, because the skilled nursing facility, as the applicant is probably going to come up and talk about, they are going to have a lot of medical jobs added to this facility and that's important in an employment generating business park and we'll talk a little bit about the 2040 Plan. The 2040 Plan calls this an Employment Generation area, so having that employment generation is important. Uses in the CI district can range from universities to churches to schools where you don't really have a lot of that, so narrowing up the uses just to make sure what is proposed with the employment generating medical facility would be the one that's actually going to be built to meet our 2040 Plan recommendations.

Tying up some building elevations, making sure the very unique and modern building elevations are committed to, we'd like to work with them on that and then as mentioned in the aerial, there's a greenway that's actually going to go along the frontage, a Town greenway along the frontage, so looking for at minimum an easement so when the Town is ready to build that greenway we can go in and build it or if the Town Board is looking for an opportunity for more public benefit or excellent design, the applicant could build that and there is some willingness I believe on the applicant's behalf to do that so they might talk to you about that as well.

Where are we with the recommendations on the 2040 Plan. Again, this parcel is in the Employment Center, a future land use recommendation, and so that's what you would expect for the Huntersville business park. There's a lot of policies from the 2040 Plan that really hit the mark for this application. I won't go into them all, but I mentioned Land Use Policy 1.1, using that map having a use that is going to encourage employment in Huntersville and certainly they are going to do that with the information that they submitted with a lot of nursing jobs. I also want to touch on Land Use 8.2. Instead of just putting a buffer along the street and calling it a day, they're saying how can we make this use really kind of like a Huntersville use and front on something unique and be pedestrian oriented, so they are taking that roundabout and upgrading it. That's going above and beyond in that way. Staff believes that this proposal is consistent with the 2040 Plan.

Staff recommends approval with those note clarifications. There are a lot of bullet points there, but many of them can be fixed with just an alternate note, so staff is recommending approval. The Planning Board is scheduled for 11/20/2024 to make their recommendation, and staff recommends approval of the modifications that are in the plan as well.

Commissioner Hunt said can you talk more about Stormwater Administrator Rusty Rozzelle's opinion in how this won't affect the floodplain.

Mr. Priest said the applicant has to get some modifications in working with the Engineering Department how I understand it, it's two things that the Engineering Department is looking at. One, the applicants are having a lot of problems with the topography to get the water that does fall to go in the appropriate location. It's very flat so it's been difficult to get it to put it in a pond to filter it and then put it in the stream. So that's part one. There's difficulty there. Part two, going back to where we are with the Huntersville business park. None of the Huntersville business park, nowhere, do they have water quality devices because they are vested. If someone came and just built an office building here that was approved under the old code there would be no water quality. All of the water would go straight to the stream, so in this situation the applicants are treating maybe about half, 40 to 50 percent of the water that is falling, then the rest of it goes to the stream. From engineering standards, they're saying we're getting something when before we would have got nothing. From an environmental standpoint that was worth getting a recommendation for approval on those modifications, if that helps.

Commissioner Bergsman said in the Staff Report it mentioned that for the roundabout or the plaza that we're still waiting on permission or approval from the adjacent property owner. Is that something that's still outstanding.

Mr. Priest said talking to the applicant, they're researching the cross-access easement that allows them to go on there anyway to see if they can go in and do those improvements, if that's included in the easement. They do want to talk to the property owner about who's going to maintain it because if they put more sidewalks, they put more landscaping, there's probably going to be an agreement to say okay, who's going to limb up all the trees. If the sidewalk breaks, who's going to fix it, because it's not a public street. This is going to be on private property. That's information that's ongoing, but they're confident that they can do that and so that's why we just put it in our recommendation as something that we want to work on and then as we go through the process hopefully we can get that tied up before final approval.

Commissioner Rivers said the current rezoning issues, I know the I-77 buffer, was that a recommendation from the Town to ensure that there is a buffer?

Mr. Priest said yes ma'am.

Commissioner Rivers said how close are they to 77 in regards to this buffer?

Mr. Priest said they are proposed to have a 20' buffer, so that 20' would go right up to the right-of-way of I-77. The reason why staff is good with that, two reasons, that the constraints of the floodplain really reducing the size of usable area. Two, the business park again they haven't buffered anything because they haven't had to because the rules for today don't apply, so there really are no buffers. So having any buffer is better than what's adjacent, but then three, with 20' just emphasizing evergreen trees, evergreen shrubs with even 20' staff is confident that we can get an opaque buffer that will function over time and still be operational. With those three things we were okay with the reduction from 50' down to 20'.

Robert Irvin said the purpose of this slide is to show the surrounding uses in The Park. *Refer to PowerPoint attached hereto as Exhibit No. 7.* What you will see here is a lot of large corporate and industrial users with the requirements for large building footprints and large parking facilities, so when you have a skilled nursing facility like this, it gives it a little bit more flexibility to fit in some type of property that's a little more constrained. If we zoom in here, the unbuildable area right there, and if you

look down in the bottom left you see the frontage and there's really no frontage and that's why we're doing this urban open space. As Brad mentioned one of the comments in his Staff Report was a suggestion to wait until the county designs and builds the greenway and then what the applicant would do would be to put in that sidewalk right here as a 12' multi-purpose path instead of putting in a 7' sidewalk and it not really matching up with the greenway, so that's something the applicant is willing to do.

Here's your helicopter view of the facility and as you can see there's a little bit more space in the front for some handicap parking and then there's also a secured entryway for patients and visitors and the entire facility is bounded by the urban open space and then I-77 in the back.

Now we can zoom in on the entryway and what this shows here is we have some architectural elements, some facades and some like vertical designs in the building and then we also have some different types of materials that are used and Brad asked in the Staff Report and with conversations with us, that we provide some examples of materials that we are going to use and so we are happy to provide that.

Here's the roundabout. Here's a little bit different view of kind of what a potential design is. You can see on the left this is what it is now, it's pretty burnt out grass and sidewalks and what we want to do here is have seeding, have other sculptural shade elements and make a really good walkable pedestrian element and have that be the frontage of the building.

He touched a little bit on the buffer. This is just a little cross section. It gives you an idea of what that buffer would look like. The bottom is when it's initially planted and the top is at full maturity and so you can see that this skilled nursing facility is a one-story building and compared to the buildings next to it, those buildings are almost 40' and so this buffer will definitely shield the facility from I-77.

I think this is some of the most important information, that the facility is going to create 160 jobs.....very important for an Employment Center and then according to Huntersville Health & Rehab data, the town is already operating at 90 to 99 percent of licensed nursing home beds and so this is a critical need, especially when you look at Huntersville's growth, you look at aging population and you look at the hospital right next door and you look at the new hospital coming in right down the road.

Economic benefits, just from construction in Huntersville we have \$30 million in direct and indirect benefits from construction of the facility and then we're going to have property taxes of close to \$70,000 a year. And then as far as the Huntersville 2040 Plan is concerned, this is an Employment Center and the 2040 Plan contemplates institutional uses like this and for a use that's going to add 160 jobs, it's a great addition to the Employment Center and it fits in well with the 2040 Plan.

Finally, Brad hit on these, but compatibility with the 2040 Plan. It really fits in well with the plan and would be a great addition to this Employment Center. We have our team here, we have Emily Buehrer from Stimmel and we have Jonathan Rodgers from Principle LTC to answer any questions.

Commissioner Walsh said I just want to make sure I understand, staff had asked you to narrow the proposed uses, you're good with that and complying with that, also removing the sample elevations, so you guys are good with that. Can you walk me through the greenway thing again?

Mr. Irvin said on Reese Boulevard right there we would be required to put a sidewalk on that street frontage, but if you go back to the third slide, you can see there's like a little dotted line, it comes right here and it crosses and then it goes down. This is where the greenway is proposed and that's not

official. That's not finalized and so what we want to do is wait until that's finalized so we know where the connection is going to be and then the applicant can build that 12' multi-purpose path to fit in with the greenway connection.

Commissioner Walsh said Brad, we're good with that?

Mr. Priest said yes. The design of the greenway is currently underway. There's a couple options that staff is looking at where it needs to go close to the road a little bit further back from the road so what we are looking at is just saying let's put a note on the plan just committing to it. It doesn't have to be in the right location, but when the greenway is actually constructed the applicants are willing to build that multi-use path along their frontage and then we're good to go and then they'll do that once that greenway is actually designed later.

Commissioner Walsh said we would tie it down to a specific amount of time?

Mr. Priest said correct. Concurrent with and with staff's direction and have the note say exactly that.

Commissioner Bergsman said with that urban open space roundabout, there seems to be a couple of different names for it. Are there plans to use like pavers or different surfacing to differentiate it and give it a bit more of an aesthetic appeal?

Mr. Irvin said we do have plans for that. I'm not sure if you want to share anything.

Emily Buehrer said in the sketch rendering that we had, it showed keeping the sidewalks but then adding either some crushed granite paving to add some textural and sensory differentiation with the pavement materials in there, seeding and then different plant materials, ground covers and trees, trying to keep visibility through there so that it feels like a safe area with kind of an overhead canopy and then low planting so that it maintains visibility through there.

Commissioner Bergsman said that gray area kind of in the center, that's representing gravel of some sort?

Ms. Buehrer said yes, in the circular area in the center.

Mayor Clark said I assume that this applicant has had to obtain a Certificate of Need to build a skilled nursing facility in this area. Do we know if that has been done.

Mr. Irvin said yes.

Commissioner Bergsman said I'm just thinking skilled nursing home, wheelchairs, ADA accessibility, so that's gravel but the white kind of "x" that would be like an ADA accessible so that folks who are ADA or need ADA resources can still utilize that space?

Ms. Buehrer said any material that we would use would be ADA compliant and the sidewalks that would be maintained there would be ADA compliant. We would add curb ramps in for accessibility to and from that space.

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

Petition #R24-06 Rosedale Infill. Mayor Clark called to order public hearing on Petition #R24-06, a request by Antiquity Woods LLC - Joe Roy to rezone approximately 0.186 acres of land located at 9923 Ansonborough Square from NR (TND-O) to NR (TND-O) CD to develop four townhome units.

Staff Report and PowerPoint attached hereto as Exhibit No. 8.

Nathan Farber, Senior Planner, said the applicant, Antiquity Woods LLC, is proposing to rezone 0.186 acres of NR (TND-O) to NR (TND-O) CD. To the north of the property there is the existing townhome development and apartments and to the south is Rosedale Commons shopping center with Harris Teeter.

A little background, the R98-12 rezoning was approved in 1999 and this created the current Rosedale mixed-use development and then later in 2001 Meeting Street Homes submitted R01-13. This rezoning amended 3 acres of Rosedale for townhomes and it included 26 townhomes and 7 live/work units. Today the R24-06 rezoning is proposing to modify those R01-13 plans to construct 4 additional single-family attached townhomes on 0.186 acres of vacant common open space which would bring the total count of the entire development to 37. The rezoning stormwater is being met via the existing Rosedale wet ponds and the water quality is being met using a buy down mitigation and a TIA was not required.

The original Rosedale rezoning only required one urban open space to be provided. Today's rezoning will not affect that existing required open space and the subdivision will remain in compliance and the subdivision's common open space was not a requirement of the previous rezonings. The previous ordinance language just stated that any leftover vacant land to be labeled as common open space.

The applicant does have one modification request to Article 4.11 which states that the building facades are to be generally parallel to the front property lines. The applicant is requesting to front on an urban open space that will not be generally parallel to the public street. Staff is in support of this modification request as the proposed homes would be oriented towards Ansonborough which is similar to the existing units and provide an urban open space that connects the units to the public street.

This is the urban open space that is being proposed. It will provide a sidewalk connection to Ansonborough for the entire development to use. It includes a bench, landscaping, an art piece, and they're planning on using pea gravel as the surface below the seeding.

The parking requirements for residential dwelling units with more than one bedroom is 1.5 spaces. The development would require a total of six spaces and the applicant is providing seven spaces. One of those spaces will be located in a garage within one of the townhomes. The parking will be accessed via the existing private alley drives and the overall Rosedale townhome development will still remain in compliance with its parking standards.

The proposed units will remain consistent with the overall character of the existing development which includes its massing scale, though stylistically the units are proposed to use white Hardie board which is a different material and color than the existing red brick that the existing townhomes are using.

The rezoning site is located within the Town Core in the Rosedale Mixed-use Center and is supported by the following policies as noted within the Staff Report. It is not currently supported by LU-8.2, which asks that a higher design standard be used above the minimum requirements. In order for this policy to support the rezoning, staff is asking that the applicant provide a conditional note on the site plan that formalizes the elements of the urban open space. We're asking for this in order to ensure that once this

is constructed, we get exactly what's on the site plan and with that staff is recommending support for this rezoning. We are recommending that as long as that conditional note is added to the site plan.

Commissioner Quarles said is there a reason the applicant is going with Hardie board versus the existing brick?

Mr. Farber said that will have to be a question for the applicant and I do believe they are here to answer questions and provide a presentation.

Sonny Crater said I'm here on behalf of Meeting Street Homes and Communities and Antiquity Woods. To Commissioner Quarles' question, the same set-up was done in Antiquity in a very almost identical situation where the townhomes that were surrounding in the original part were the brick, but they made just a little bit of an accent by putting the two townhomes that they did at that location, they did use a cement fiber siding or James Hardie siding which some don't use that, but this just is to provide a little bit of texture change and certainly materials are every bit of quality as the brick. That's pretty much the reason that they did it. The only other thing that I would say and I kind of went through this during Covid, is the bricks that were used at this location I could no longer get most of them, so it would be pretty difficult to duplicate that exactly.

I have an actual photograph, but this one is actually the rendered one that shows you through that window that you have in that corner where the townhomes with siding and I think with a little plaza in front of it, that's really adding a very nice detail to the proposal. *Refer to PowerPoint attached hereto as Exhibit No. 9.*

Commissioner Walsh said it was mentioned before about this idea of providing a note stating commitment to formalizing the urban open space. Are you going to provide that?

Mr. Crater said yes, the plaza is the open space.

Mr. Farber said I think he's asking if you guys are willing to provide a statement that we were asking for.

Mr. Crater said yeah, I believe that was sent to you, but absolutely. I think that's the only way to do it.

Commissioner Walsh said what's the price point going to be on these?

Mr. Crater said the price point should be under \$300,000 or under \$350,000, which by today's standards is certainly in the affordable category.

Commissioner Hunt said with these units being more in the affordable range, what about the HOA fees, because sometimes those might be cost prohibitive for people who are looking at affordable, so can you talk about that.

Mr. Crater said well, I think actually and Joe Roy is actually working on the function and if y'all have been involved with affordable housing, that will probably be a little bit different set-up than the other three that will be market rate that can handle those HOA fees, but I think at the end of the day and that's something that Joe would have to.....he's just trying to work out how to do it, but I'm sure there's going to be some sort of assistance in the overall pricing or payment structure to make that feasible.

Commissioner Bergsman said I want to go back to the Hardie siding versus the brick. I understand that you can't access the exact same color, but I personally looking at the design feel that I would prefer brick. I don't know about everybody else, but is that something that is still possibly on the table or are you pretty set on the siding?

Mr. Crater said I appreciate your point of view and obviously brick's great. I think that one of the challenges in getting these in a price range, and the price difference isn't dramatic, but it's enough that every bit counts. Again, Joe and I actually kind of acquired this property in 2000 and went through the redesign and rezoning and so it's very dear to us. Some of the things that we've created and over the years, even though a lot of time has passed, the architecture has always been absolutely superb and if you look at Walk23, he's currently doing not just the townhomes that you see facing the street, but the homes facing the back. I think you would agree that they are extremely attractive.

Commissioner Bergsman said so I guess maybe my follow-up to that is I'm curious with that HOA for townhouse.....with the other townhouses being brick and one issue that would be different with siding, I mean I have white siding on my house and we have red clay in our area, so I am very familiar with how they need to be maintained.

Mr. Crater said I've actually done quite a bit of construction with that and you really have to go back once your landscaping is established and kind of hit the bottom sections of it, but he will be using the James Hardie Color Plus which is compared to regular....going out there and painting it lasts far longer and being white it may be 20 years before you notice that it might have faded a little bit.

Commissioner Bergsman said we have to have ours pressure washed on a yearly basis, so is that something that would be the responsibility of the property owner or the HOA for that?

Mr. Crater said at this point it is yet to be totally decided that it would be a part of the existing HOA even though I would think that's the likely scenario. It's not uncommon to have some different elements within the same HOA that may require a little tweaking what their fees are.

Commissioner Bergsman said I've got two other things. I saw at the community meeting in the minutes someone had mentioned about the mailboxes and I'm just curious where those are located, because I think it was said that some people currently use this as kind of a cut-through to the mailboxes. I'm assuming there is a path that could be used alternately.

Mr. Crater said right now the split between those two buildings, there's a white fence there. I'm sure as owners they feel fine to cut through there, but there perhaps are others from nearby that are doing that. There's still a way to get there, it's just going to be a little prettier walk than it is right now.

Commissioner Bergsman said there are very clear alternate paths to get to them, that's what I was trying to get at, an answer to that.

Mr. Crater said they certainly can walk through the grass is what it is now.....they'll have sidewalk part of the way. In our meeting it seemed that there were probably more that drove.

Commissioner Dumas said would you consider adding a path along the side to the mailboxes?

Mr. Crater said so far Mr. Roy has been really not wanting to do that. We've got some drainage things going on on that side and there's still a way to get there, it's just getting closer to the building where that would have to be, not totally practical.

Commissioner Dumas said it just seems to me that people are going to walk that way anyway and they already do, so it might be something to consider.

Mr. Crater said that's something I certainly would have to talk to Mr. Roy about. I know that we have discussed it before and as we've gone along through some of this process that really is not part of the motivation. There's several things going on, but we've kind of gone through a process like it was a whole new development and trying to keep some reasonable cost so that we can keep affordability into it, but I would certainly ask that.

Mr. Farber said urban open space currently will already have a sidewalk that goes through a portion of that existing private drainage easement.

Mayor Clark called for public comments.

Brian Warren said my wife Jamie and I are residents on Ansonborough Square in one of the existing brick townhomes. When we became aware of this, obviously we were curious as to what was going to be proposed and white Hardie plank in a community of existing all brick townhomes is obviously a concern. These units, one of the four will have a garage. All of the other existing units have one or two car garages. Regarding that pedestrian plaza, that's basically access for those four units to be brought in through an egress in and out of their front doors. One of the more interesting aspects is none of these units are planned to have any sort of rear shielding from their backyard porch. There's no storage without a garage for potted plants, tools and we've walked neighboring areas where those type townhomes do exist, and it just doesn't really fit with the community as it currently sits. It just feels like why weren't townhomes put on this common area lot 20 years ago when the development was originally built, and it just feels like they might be shoehorning in for units that don't fit. Architecturally they are going to have different elevations, frontages, facades, materials, the amenities of garage or not, and so you're going to be coming in through that private drive right into the open rear yards of those four units. They are not going to have privacy for themselves and we're not going to have privacy from themselves. It's obviously something I would say is unanimously within the residents not desired. I don't know if any of these objections or issues arise to the level of reasons to deny the rezoning petition, but I think that's what I would ask for. It's a nice community. It's all the same. I don't know, I can't find the words for it right now. But I just wanted to come down and state those things. There is the childcare center right across that private drive to the west. I don't know what kind of consideration might need to be made for that.

Jane Guzauskas said I'm a Huntersville resident in the Meeting Street townhomes. First, this is not what I came to talk about. I came to talk about these units, but not particular about what I'm going to say right now, which is also the brick facade. We actually have four different bricks used as the facades to the original townhomes, so as far as those bricks not being available, a different sort of brick would be better than white Hardie board sitting in the middle. Also, and I can't find this, on the top of this screen is the northern direction. The northern tip of these four units, I'm not sure what the setback might be, but there's a lady sitting here whose three-bedroom condominium has a wall of south facing windows that are going to be right in the nose of these four units, as does another three-bedroom unit that faces west towards the parking or towards the private drive. Twenty years this lot has been empty. Maybe two units would not be as profitable for Meeting Street as developers, but it would certainly be more

aesthetically pleasing to the homeowners at this point. What I came to talk about is beyond the southern private drive there is what is called a street. It's called Rosedale Meadow. There's no street sign on the east side of Reese Road. We are between Reese Road and Rosedale Hill and Rosedale Meadow borders this complex on the south side, which is just outside of the private drive. When I come out of that drive in the morning, there's what's often times there. This is a truck with a big trailer behind it that sits there on the wrong side of the street. We drive on the right side of the street. This is facing west, so I would be driving west and the people driving east would be face-to-face with this kind of thing. This is not unusual. This is every morning. Here's a large truck. Harris Teeter of course has all their deliveries that go on back there. Here's another one. Facing Reese Road this truck he's on the left side of the street facing west. We drive on the right side of the street. We would be going west. These people are never ticketed for this. They are always parked there. It starts at 2 in the morning and it's constant.

Harold Hudson said I have owned my property for 17 years. I've been a resident of Huntersville for 37 years and love Huntersville and love our community. It's a really great place to live. I agree with what Mr. Warren said and I think I've been the HOA board president for more years than I would have liked to have been. I agree that the building materials are our primary concern. There's really no reason if Mr. Roy was forthright in saying that there's not a big price difference as he did at the information meeting, he said that, that it wasn't a big difference in the cost. There are concerns about privacy that have been mentioned, the access to the mailboxes, it's a private alley that we pave and maintain. There are already enough problems with traffic and the Lot 34, which is a center lot, and I really appreciate you asking about that because we found out some years ago unfortunately that we didn't own that property. We thought we did. The taxes had not been paid on it in 20 years and that was quite upsetting to us, so we've been through some dialogue with Mr. Roy over the years about his property and the use of his property. I really think that four in there is way too many. The building material should be changed. I think he has a legal right to build there. I'm not opposed to that at all. I would urge you to slow the process down until we have some questions answered about how he's going to actually build these.

Ellie Joensen said I'm a new resident. I'm on the adjacent three bed house here, so I would also be looking at the townhomes. I wanted to come to strongly oppose the use of this land for further townhomes. As important as everything everyone has said is and like the environmental impacts the project would cause, I do want to point my thoughts in a little bit of a different direction. I know here on the corner it looks bigger than it actually is. It's roughly 0.2 of an acre. I know one of the recommendations is that there's already a greenspace in the center of the square, so that already technically meets the requirements for the zoning, but the courtyard isn't conducive to the various activity that this greenspace where the townhomes would be. I see use of this space all day everyday – dogs, people walking through to the mailboxes. It's personally something I love about living there on the corner is just like seeing people, seeing it be used. I've grown up in Huntersville. I moved away for a while, but I think something that makes Huntersville special is the spaces that promote these type of activities – time with family and friends, space for animals, what have you. I don't want to see more of that disappear. And I do think that the destruction of the space is not equitable to the amount of housing that it would create. Like I said it's just not enough space for four townhomes. I think that the more we can oppose changes like this in areas where the proposal considerably diminishes the integrity of the neighborhood for reasons that they've already stated, the material for the housing not being brick.....at the rate Huntersville is growing I think preserving spaces like that just a small green space has to be a priority and the value of current residents' space, privacy consideration shouldn't be ignored and the value of spaces should not be ignored as well.

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

Petition #R24-08. Mayor Clark called to order public hearing on Petition #R24-08, a request by Stephen A. McLane to rezone approximately 0.591 acres from Corporate Business to Neighborhood Residential.

Staff Report and PowerPoint attached hereto as Exhibit No. 10.

Nathan Farber, Senior Planner, said the applicant, Stephen A. McLane, is proposing to rezone 0.591 acres from Corporate Business to Neighborhood Residential. To the south you have the Industrial – Commerce Station development and to the north you have the existing residential homes off of South Church Street.

The applicant, Stephen McLane, purchased 0.591 acres of Parcel ID 01540105 from the Town of Huntersville earlier this year to recombine with his existing Parcel ID 01909440. This new parcel has been assigned the Parcel ID 01909448 by Mecklenburg County. Parcel ID 01540105 was Town owned land that was once part of the right-of-way needed for the Verhoeff Drive bridge extension into Commerce Station industrial park. This project was completed in 2012 and the remaining right-of-way was no longer needed. The applicant submitted an official bid to purchase 0.591 acres on June 17, 2024, and the Town Board later approved this bid.

Staff recommends approval of the rezoning as it is consistent with the adjacent development north of Verhoeff Drive. Staff would also recommend updating the Future Land Use Map from Employment Center to Moderate Density in order to be consistent with the surrounding residential properties.

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

OTHER BUSINESS

Resolution – Stumptown Road Extension. Stephen Trott, Director of Engineering, said before you is an item to update the Town CIP for the Stumptown Extension project and also endorse the application to the CRTPO for the Stumptown Extension.

The Stumptown Extension project is one that the Town previously applied for funding a couple of years ago. At that time the eligible portion of Stumptown that we could apply for was the work along 115 and along the existing part of Stumptown to the west of there. Since then, the application process has been changed to now allow roads that have not been built to apply for funding and so this application would be to apply for funds for the other part of Stumptown Extension that was previously not included in the application. If the Town does apply for this then that could be more funding towards that current project, if it was a selected project as part of the CRTPO process.

Commissioner Rivers made a motion to adopt the Resolution to revise the CIP and submit an application to the Fall 2024 Charlotte Regional Transportation Organization Call for Projects for the Stumptown Road Extension between NC 115, Old Statesville Road and Aberfeld Road project.

Commissioner Quarles seconded the motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 11.

Resolution – Oliver Hager Road Extension. Stephen Trott, Director of Engineering, said the same process as the last one. This project to submit to CRTPO for funding is for the Oliver Hager Road Extension. On the west side of town Oliver Hager or Irvin Cook Road is one that's planned to extend from 73 all the way down to Gilead Road. Portions of the road exist. The southern portion exists today. The very northern portion is under construction by a subdivision. This project would extend that further south and then also as part of the project would extend Birkdale Commons Parkway. This is a project that's already in the Town CIP. If the Town doesn't apply for the funding, then the Town would be on there for 100 percent of it, so the Town is asking for funding for a portion of it and that portion is the Oliver Hager Road portion to extend from the development further south.

Commissioner Walsh made a motion to amend the CIP and apply for CRTPO funding for the Oliver Hager Road Extension Project. The Town is requesting \$3,030,951 from CRTPO and will commit \$3,030,951 of local dollars which equate to a 50 percent local match.

Commissioner Quarles seconded the motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 12.

CLOSING COMMENTS

Commissioner Dumas expressed appreciation to the Greenway Committee for the Bike and Brew event and to Town staff for the Huntersville Halloween event.

Commissioner Quarles expressed appreciation to all the Veterans.

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

Approved this the _____ day of _____, 2024.



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: 2025 Town Board Regular Meeting Schedule

EXPLAIN REQUEST:

Adopt the 2025 meeting schedule.

ACTION RECOMMENDED:

Adopt meeting schedule.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Board of Commissioners - Meeting Schedule 2025, 20241203 Adopted

Huntersville Board of Commissioners

2025 Town Board Regular Meeting Schedule

Meetings begin at 6:00 p.m. at Huntersville Town Hall located at 101 Huntersville-Concord Road, Huntersville, NC 28078 (unless otherwise posted) and livestreamed at <https://www.youtube.com/@townofhuntersvillenc28078>. Pre-meetings may occur as part of any regular meeting at the time and for the purposes specified on the regular meeting agenda. The time and purpose(s) of pre-meetings will be published on the agenda.

The Board of Commissioners reserve the right to hold virtual board meetings during declared States of Emergency as applicable in the Town of Huntersville. Notice of virtual meetings will be issued pursuant to N.C.G.S. § 166A-19.24.

When meetings are held virtually, the following procedures apply:
Meetings will be held both in person and virtually via livestream. The Board of Commissioners will participate remotely. The public is invited to attend and comment during public comment or during any of the public hearings: (1) in person or (2) by telephonic communication in accordance with instructions sent to persons who have registered with the Town Clerk no later than 3 p.m. the day of the meeting. The public may also submit comments by email to the Town Clerk. Emailed comments regarding public hearings may be submitted up to 24 hours prior to the scheduled time for the beginning of the public hearing. The Town Clerk may be reached by email at jpierson@huntersville.org or by phone at (704) 766-2202.

January 7, 2025	
January 21, 2025	
February 4, 2025	
February 18, 2025	
March 4, 2025	
March 18, 2025	
April 1, 2025	
April 15, 2025	
May 6, 2025	
May 20, 2025	
June 3, 2025	
June 17, 2025	
July 1, 2025	Canceled, due to Independence Day
July 15, 2025	
August 5, 2025	
August 19, 2025	
September 2, 2025	
September 16, 2025	
October 7, 2025	
October 21, 2025	
November 3, 2025	Moved to Monday due to Election Day
November 18, 2025	
December 2, 2025	
December 16, 2025	



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Resolution - 2025 Resurfacing Contract

EXPLAIN REQUEST:

Resolution to accept the 2025 Town wide Resurfacing contract with Blythe Construction. This consists of 106 sections of roadway totaling approximately 10.7 miles throughout the Town. Contract completion time is September 1, 2025.

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

Powell Bill Fund.

ATTACHMENTS:

1. 2025 Resurfacing Contract - Blythe Construction



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE 2025 RESURFACING CONSTRUCTION CONTRACT

Resolution No. R-2024-38

WHEREAS, the Town of Huntersville proposes to enter into a construction services agreement for the 2025 Resurfacing Project (the "Project"); and

WHEREAS, N.C.G.S. 143-129(a) requires the procedures of letting public contracts through formal bid process for projects in an amount equal to or more than five hundred thousand dollars (\$500,000); and

WHEREAS, pursuant to N.C.G.S. 143-129(b), the contract proposal invitation to bid was advertised electronically on the Town of Huntersville website and Historically Underutilized Businesses (HUB) website; and

WHEREAS, formal bid procedures were conducted in accordance with N.C.G.S. 143-129, the lowest responsible bidder being Blythe Construction; and

WHEREAS, the Town now desires to enter into a construction services agreement with Blythe Construction, (the "Agreement"), the Agreement being attached hereto as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and awards the Project to Blythe Construction, the lowest responsible responsive bidder.
2. The Agreement for the project attached hereto as Exhibit A is approved.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution, including signing the Agreement and any related documents; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 3rd day of December, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

BID OPENING - ROSTER

DATE: October 31, 2024

Project: Town of Huntersville – 2025 Resurfacing

Name	Company / Address	Phone	Email
MITCH HURST	BLYTHE CONSTRUCTION	980-384-6109	mitch.hurst@blytheconstruction.com
TYLER MORGAN	FEREBEE	704-363-2438	tmorgan@ferabee.com
Will Parnell	Ferebee	980-406-1800	wparnell@ferabee.com
RALPH HAWKINS	Blythe	(704) 395-3218	Ralph.Hawkins@Blytheconstruction.com
	BLYTHE BROTHERS		
KRISTIN FOX	Town of Huntersville		
GIAN FOWLER			

CHRIS RUDY

CECIL TALBOT

MAURIE TAYLOR



SEALED BID OPENING LOG SHEET

Project: Town of Huntersville – 2025 Street Resurfacing

Project Manager: Mark Taylor – Town of Huntersville
Kevin Fox – Director of Public Works

Date: October 31, 2024

Time: ~~2:00~~
1:30 PM

Bidder	Contract Signed	Bid Bond	Itemized Proposal	Total Bid Amount
1. Blythe Brothers	✓	✓	✓	\$ 4,379,308.00
2. Ferebee	✓	✓	✓	\$ 3,526,860.80
3. Blythe Construction	✓	✓	✓	\$ 2,897,483.65
4.				
5.				
6.				
7.				
8.				

NC DOA HUB Solicitation Opportunities

Select a report filter:

Solicitation Due Date

Solicitation Type

Disaster Related

Organization

Project Location

Total Opportunities
Report

Select a Location

BIDLocationCity

Huntersville

Select a Project

ProjectTitle

#15259 Invitation to Bid - 2025 Resurfacing

NOTE: Project contact information can be located in solicitation documents.

Show Opportunity

Clear All

Solicitation Information

Due Date: 10/31/2024

Due Time: 2:00PM

Type: Construction

Organization: Town of Huntersville

Project Information

Project Title: #15259 Invitation to Bid
- 2025 Resurfacing

**Is this Disaster Related
(Preparation, Response, or
Recovery)?** No

Project Location Address:
Town wide, Huntersville, North Carolina
28078

Project Info URL:
<https://huntersville.org/bids.aspx>
Related Documents:

Pre-Solicitation Meeting Information

Is there a meeting? No

Submission Details

Date: 10/31/2024

Time: 2:00PM

Meeting Type:

Virtual Meeting Info:

Onsite Address: 105 Gilead Road, Suite
300
Huntersville, North Carolina 28078

Project Contact Information

Name: Dillon Norton

Phone Number: 704-464-5396

Email: dnorton@huntersville.org

Website: <https://huntersville.org/bids.aspx>

Scope of Work

The Town of Huntersville will receive formal bids for the 2025 Resurfacing Project until 2:00pm on Thursday, October 31, 2024 at the Huntersville Town Center, 105 Gilead Rd, 3rd floor Conference Room 302, Huntersville, NC 28070. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The bid opening and evaluation shall be open to the public. Notification of the apparent low bidder will be emailed to all bidders. The Town of Huntersville is committed to providing opportunities for small and disadvantaged businesses. The Town encourages bids from Historically Underutilized Businesses (HUB). It is the Contractor's responsibility to ensure that their bids are actually received by the Town by the deadline. The Town of Huntersville Board of Commissioners ("Town Board") reserves the right to reject any and all bids for any reason, at any time, and to waive minor informalities.

Bid Title:	Invitation to Bid - 2025 Street Resurfacing
Category:	Engineering & Public Works
Status:	Open

Description:

The Town of Huntersville will receive formal bids for the 2025 Resurfacing Project until 2:00pm on Thursday, October 31, 2024 at the Huntersville Town Center, 105 Gilead Rd, 3rd floor Conference Room 302, Huntersville, NC 28070. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The bid opening and evaluation shall be open to the public. Notification of the apparent low bidder will be emailed to all bidders.

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Publication Date/Time:

10/2/2024 12:00 AM

Closing Date/Time:

10/31/2024 2:00 PM

Contact Person:

Dillon Norton, dnorton@huntersville.org, 704-464-5396

Related Documents:

[2025 Resurfacing Contract Proposal - FINAL](#)

[Return To Main Bid Postings Page](#)



REQUEST FOR FORMAL, COMPETITIVE BIDS

The Town of Huntersville will receive formal bids for the 2025 Resurfacing Project until 2:00pm on Thursday, October 31, 2024 at the Huntersville Town Center, 105 Gilead Rd, 3rd floor Conference Room 302, Huntersville, NC 28070. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. The bid opening and evaluation shall be open to the public. Notification of the apparent low bidder will be emailed to all bidders.

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

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

Mark Taylor, PE
Town Construction Engineer
Town of Huntersville

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REQUEST FOR BIDS ("RFB")

PROJECT: 2025 Street Resurfacing

LOCATION OF THE WORK: Town Wide

TYPE OF WORK: Asphalt millings, patching, and asphalt paving along with curb ramp replacement and repair

BIDS MUST BE RECEIVED BY: Thursday, October 31, 2024 by 2:00 p.m.

PHYSICAL ADDRESS FOR BID SUBMISSION: Huntersville Public Works
Huntersville Town Center
105 Gilead Road, Suite 300 (3rd Floor), Conference Room #302
Huntersville, NC 28078
Attn: Mark Taylor, P.E.

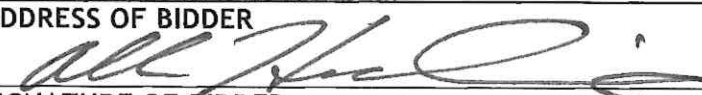
MAILING ADDRESS FOR BID SUBMISSION: Huntersville Public Works
PO BOX 664; Huntersville, NC 28078
Attn: Mark Taylor, P.E.

DATE OF AVAILABILITY & COMPLETION: December 9, 2024 to September 1, 2025

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

Blythe Construction, Inc 7639
NAME OF BIDDER N.C. CONTRACTOR'S LICENSE NUMBER

PO Box 31635 Charlotte NC 28231
ADDRESS OF BIDDER


SIGNATURE OF BIDDER

2025 Street Resurfacing

1.0 INSTRUCTIONS TO BIDDERS

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

The Project being placed out for bid by the Town of Huntersville is the 2025 Street Resurfacing Project shown on Exhibit A and B to this Contract Proposal. By submitting a bid, the Bidder agrees to provide the labor, services, equipment, and materials needed to complete the Project. All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- 1.1 Standard Specifications. Those provisions of North Carolina Department of Transportation 2024 Standards for Roads and Structures ("Standard Specifications") specifically referenced in Section 2.0 of this RFB are incorporated herein by reference and shall be considered a part of the Contract. Divisions 2 through 17 of the Standard Specifications for Roads and Structures which are applicable to the Work being performed as part of the Project shall be considered as part of the Project Specifications and are hereby incorporated by reference as part of the Contract. To the extent that the terms of the RFB modify the terms of the Standard Specifications, or the extent that there is a conflict between the terms of the RFB and the Standard Specifications, the terms of the RFB shall control.
- 1.2 The bid form furnished by the Town of Huntersville with the RFB shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE BID! Again, all papers bound with the bid form are necessary parts thereof and shall not be detached, taken apart or altered. The bid form includes the printed contract forms and signature sheets for execution by both parties to the contract.**
- 1.3 Bids must be submitted in paper form. Electronic bids are NOT permitted.
- 1.4 **BIDDERS MUST INCLUDE SALES TAXES, IF ANY IS EXPECTED TO BE PAID IN PERFORMANCE OF THE WORK, IN UNIT PRICING.**
- 1.5 All bids must be submitted in a sealed envelope. The sealed envelope must contain, in addition to the fully completed executed Contract (including all attachments), the required bid security (bid bond attached to the Contract Proposal, cash, a certified check, or a cashier's check in an amount not less than 5% of the total bid).
- 1.6 If the Bidder submits a bid bond as the bid security, the form attached to the RFB shall be used. Electronic bid bonds shall NOT be permitted.
- 1.7 All entries on the bid form, including signatures, shall be written in ink.
- 1.8 The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places*****
- 1.9 An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
- 1.10 The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.

- 1.11 Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- 1.12 The bid shall be properly executed. All bids shall show the following information:
- a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)
- 1.13 Bids submitted by corporations shall bear the seal of the corporation.
- 1.14 The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 1.15 The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 1.16 Withdrawal of bids shall be governed by N.C.G.S. § 143-129.1.
- 1.17 The successful bidder will be required to sign the Contract within ten (10) consecutive days of the award, or otherwise forfeit their bid deposit.
- 1.18 All bids must be submitted as a Two-Envelope Bidding Procedure. In this procedure the first sealed envelope contains the complete proposal package, addressed "2025 Street Resurfacing - Bid, DO NOT OPEN until bid date" and the second sealed envelope contains the completed bid bond, addressed "2025 Street Resurfacing - Bid Bond, DO NOT OPEN until bid date". Both these sealed envelopes are enclosed together in an outer single envelope, addressed:
- "QUOTATION FOR - Town of Huntersville 2025 Street Resurfacing Project Bid
Proposal TO BE OPENED AT 2:00 PM ON THURSDAY, OCTOBER 31st, 2024"
- 1.19 The bids will be publicly opened and read aloud in accordance with applicable law on Thursday October 31, 2024 at 2:00 p.m., in Conference Room Number 302, of Huntersville Town Center, located at 105 Gilead Road, Suite 302 (3rd floor), Huntersville, NC 28078. The bidder assumes all responsibility for making sure that their bid is received by the Town on or before the bid opening date and time, regardless of whether the bid is submitted in person, or by mail. If the bid is delivered by mail, the sealed envelope containing both the bid and the required bid security shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

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

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

2.0 PROJECT SPECIAL PROVISIONS - GENERAL

The Project being placed out for bid by the Town of Huntersville is the 2025 Street Resurfacing Project as shown on Exhibit A and B to the RFB. The Contractor agrees to provide the labor, services, equipment, and materials needed to complete the Project. The Project will be performed in accordance with the North Carolina Department of Transportation 2024 Standard Specifications for Roads and Structures, including but not limited to Division 6, Asphalt Pavements, as modified in the Project Special Provisions - Roadway, contained in this Contract Proposal.

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

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

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

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

Submission of a bid shall be deemed a certification by the Contractor that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducement from any other supplier, manufacturer or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of moneys, services or anything of more than normal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

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

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

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

101-1 GENERAL

101-2 ABBREVIATIONS

101-3 DEFINITIONS

102-1 INVITATION TO BID

102-5 INTERPRETATION OF QUANTITIES IN PROPOSAL

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

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

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

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

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

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

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

103-1 CONSIDERATION OF BIDS

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

103-5 CANCELLATION OF AWARD

103-6 RETURN OF BID BOND OR BID DEPOSIT

103-7 CONTRACT BONDS

103-8 EXECUTION OF CONTRACT

103-9 FAILURE TO FURNISH CONTRACT BONDS

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

104-1 INTENT OF CONTRACT

104-2 SUPPLEMENTAL AGREEMENTS

104-3 ALTERATIONS OF PLANS OR DETAILS OR CONSTRUCTION

104-4 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

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

104-6 ELIMINATED CONTRACT ITEMS

104-7 EXTRA WORK

104-9 DISPOSITION OF SURPLUS PROPERTY

104-10 MAINTENANCE OF THE PROJECT

104-11 FINAL CLEANING UP

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

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

105-2 PLANS AND WORKING DRAWINGS

105-3 CONFORMITY WITH PLANS AND SPECIFICATIONS

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

105-5 COOPERATION BY CONTRACTOR

105-7 COOPERATION BETWEEN CONTRACTORS

105-8 COOPERATION WITH UTILITY OWNERS

105-9 CONSTRUCTION STAKES, LINES AND GRADES

105-10 AUTHORITY AND DUTIES OF THE INSPECTOR

105-11 INSPECTION OF THE WORK

105-12 UNAUTHORIZED WORK

105-13 LIMITATIONS OF OPERATIONS

105-14 NIGHT WORK

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

105-17 INSPECTION AND ACCEPTANCE

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

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

106-2 SAMPLES, TESTS AND CITED SPECIFICATIONS

106-3 CONTRACTOR FURNISHED CERTIFICATION

106-4 DELIVERY AND HANDLING OF MATERIALS

106-5 STORAGE OF MATERIALS

106-6 INSPECTION AT SOURCE

106-7 SCALES AND PUBLIC WEIGHMASTER

106-8 DEPARTMENT FURNISHED MATERIAL

106-9 DEFECTIVE MATERIAL

106-10 DENSITY DETERMINATION BY NUCLEAR METHODS.

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

107-1 LAWS TO BE OBSERVED

107-3 PERMITS AND LICENSES

107-4 PATENTED DEVICES, MATERIALS AND PROCESSES

107-5 ENCROACHMENT ON RIGHT-OF-WAY

107-7 SANITARY PROVISIONS

107-8 PUBLIC CONVENIENCE AND SAFETY

107-9 COORDINATION WITH RAILWAY

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

107-11 PROTECTION AND RESTORATION OF PROPERTY

107-12 CONTROL OF EROSION, SILTATION AND POLLUTION

107-13 PROTECTION OF PUBLIC LANDS

107-14 RESPONSIBILITY FOR DAMAGE CLAIMS

107-16 OPENING SECTION OF PROJECT TO TRAFFIC

107-17 CONTRACTOR'S RESPONSIBILITY FOR WORK

107-18 FURNISHING RIGHT OF WAY

107-19 PERSONAL LIABILITY OF PUBLIC OFFICIALS

107-20 WAIVER OF LEGAL RIGHTS BY THE DEPARTMENT

107-21 SAFETY AND ACCIDENT PROTECTION

107-22 WAGES AND CONDITIONS OF EMPLOYMENT

107-23 LIABILITY TO THIRD PARTIES

107-25 HAZARDOUS, CONTAMINATED AND TOXIC MATERIAL

107-26 FINES AND LEVIES AGAINST THE DEPARTMENT

SECTION 108 PROSECUTION AND PROGRESS, INCLUDING ONLY THE FOLLOWING:

108-1 GENERAL

108-2 PROGRESS SCHEDULE

108-3 PRECONSTRUCTION CONFERENCE

108-4 CONSTRUCTION CONFERENCES

108-5 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

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

108-7 TEMPORARY SUSPENSION OF THE WORK

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

108-9 DEFAULT OF CONTRACT

108-10 CONTRACT TIME AND INTERMEDIATE CONTRACT TIME.

108-11 LIQUIDATED DAMAGES

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

108-13 TERMINATION OF CONTRACT

103-14 TERMINATION FO CONTRACTOR'S RESPONSIBILITY

SECTION 109 MEASUREMENT AND PAYMENT, INCLUDING ONLY THE FOLLOWING:

109-1 MEASUREMENT OF QUANTITIES

109-2 SCOPE OF PAYMENT

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

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

109-6 PAYMENT FOR LEFTOVER MATERIALS

109-7 COMPENSATION PAID AT CONTRACT PRICES

109-8 FUEL PRICE ADJUSTMENTS

109-9 FINAL PAYMENT

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

109-11 INTEREST ON FINAL PAYMENT

SECTION 150 MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

2.0.1 Definitions

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

2.0.2 Other Definitions

“Contract” The Contract shall consist of the following documents:

The Invitation to Bid, including any and all Addenda.

The Bid Bond

The RFB, including all third-party documents referenced in the RFB, attachments to the RFB, and all Addenda.

The Town Standard Construction Services Contract, attached hereto as Exhibit D.

The Bidding documents submitted by the successful bidder.

The Payment and Performance Bonds

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

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

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

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

2.1 AUTHORITY OF THE ENGINEER

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

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

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

2.2 CONTRACTOR QUALIFICATION

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

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

2.3 AWARD & EXECUTION OF CONTRACT AND NOTICE TO PROCEED

The award of contract, if made, will be made based on the lowest, responsive, responsible bidder, taking into account quality, performance and time for performance specified in the RFB.

The apparent low bidder will be notified that they are the apparent low bidder. If the apparent low bidder is determined to be a responsible bidder, the apparent low bidder will be notified that his/her quotation has been accepted.

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

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

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

2.4 SUBLETTING OF CONTRACT

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

2.5 BID SECURITY REQUIREMENTS

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

2.6 INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

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

Holiday and Holiday Weekend Lane Closure Restrictions

- For unexpected occurrence that creates unusually high traffic volumes, as directed by the Engineer.
- For New Year's Day, between the hours of 6:00 A.M. December 31st and 9:00 A.M. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 A.M. the following Tuesday.
- For Easter, between the hours of 4:00 P.M. Thursday and 9:00 A.M. Monday.
- For Memorial Day, between the hours of 4:00 P.M. Friday and 9:00 A.M. Tuesday.
- For Independence Day, between the hours of 6:00 A.M. the day before Independence Day and 9:00 A.M. the day after Independence Day. If Independence Day is on a Friday,

Saturday, Sunday, or Monday, then between the hours of 6:00 A.M. the Thursday before Independence Day and 9:00 A.M. the Tuesday after Independence Day.

- For Labor Day, between the hours of 4:00 P.M. Friday and 9:00 A.M. Tuesday.
- For Thanksgiving Day, between the hours of 6:00 A.M. Tuesday and 9:00 A.M. Monday.
- For Christmas, between the hours of 4:00 P.M. the Friday before the week of Christmas Day and 9:00 A.M. the following Tuesday after the week of Christmas Day.

2.7 MATERIALS AND TESTING

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

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

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

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

2.8 BASIS OF PAYMENTS, CLAIMS, AND RETAINAGE

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

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

2.9 TAXES AND LICENSES

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

G.S. 105-54). Contractors are also liable for payment of applicable franchise, corporate income, license, and withholding taxes (NC Revenue Laws, G.S. 105-122, G.S. 105-23, G.S. 105-134 and G.S. 105-163.2).

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

2.10 UTILITY CONFLICTS

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

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

2.11 SUPERVISION BY CONTRACTOR

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

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

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

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

2.12 PAYMENT AND PERFORMANCE BONDS

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

Payment Bonds

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

Performance Bonds

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

2.13 NOTIFICATION OF OPERATIONS

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

2.14 PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

2.15 INSURANCE REQUIREMENTS

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

2.16 PROJECT DISPUTES

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

2.17 FINAL INVOICE

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

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

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

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

3.0 PROJECT SPECIAL PROVISIONS - ROADWAY

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

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

3.1 CONTRACT TIME AND LIQUIDATED DAMAGES

The completion date for this project is June 30, 2025. No extensions will be authorized except as authorized by Article 108-10 of the 2024 Standard Specifications for Roads and Structures. Contractor and the Town agree that the Contractor's failure to perform in compliance with the Agreement will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Contractor agree that the following amounts are reasonable estimates of the Town's damages, and thus constitute liquidated damages, and not penalties, for the Contractor's breach of this Agreement. If the Contractor fails to perform in accordance with this agreement, the Town may deduct the following amounts from any sum that otherwise would be payable to the Contractor under this Agreement. Liquidated damages for this contract for failure to complete the Project by the completion date are five hundred dollars (\$500.00) per calendar day. The liquidated damages provided by this Section 3.1 are separate and apart from the liquidated damages specified for unauthorized mid-Project suspensions by the Contractor as described in Section 3.2 below.

3.2 PROSECUTION OF WORK

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

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

The Contractor and the Town agree that the Contractor's failure to perform in compliance with the RFB and Contract will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Contractor agree that the following amounts are reasonable estimates of the Town's damages, and thus constitutes liquidated damages, and not penalties, for the Contractor's breach. If the Contractor fails to perform in accordance with the RFB and Contract, the Town may deduct the following amounts from any sum that otherwise would be payable to the Contractor under the Contract. In the event that the Contractor's

operations are suspended mid-Project in violation of the above provisions, the sum of one thousand dollars (\$1,000.00) will be charged to the contractor as liquidated damages for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work by the completion date.

3.4 PROMPT PAYMENT

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

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

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

3.5 DRIVEWAYS AND PRIVATE PROPERTY

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

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

3.6 DENSITY TEST

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

3.7 PATCHING EXISTING PAVEMENT

Note: ALL maps will require milling to a depth of 2" over the entire area. Additional Patching may be required in areas of unstable subgrade as directed by the Engineer.

Description

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing. Patch the areas

that, in the opinion of the Engineer, need repairing. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs.

Construction Methods

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

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

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

Measurement and Payment

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

Furnishing asphalt binder will be paid as provided in Article 620-4 for Asphalt Binder for Plant Mix for each grade required.

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

Payment will be made under:

Pay Item	Pay Unit
Patching Existing Pavement	Ton
Mill Existing Pavement to 2 inch depth	Sq. Yds.

3.8 PRICE ADJUSTMENT - ASPHALT BINDER

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

The base price index for asphalt binder is \$ 585.38 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals as of October 1, 2024.

3.9 ADJUSTMENT OF MANHOLES, METER BOXES AND VALVE BOXES

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

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

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

Basis of Payment

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

3.10 THERMOPLASTIC PAINTED PAVEMENT MARKINGS

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

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

Measurement and Payment

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

3.11 EXISTING ASPHALT ROAD HUMPS

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

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

3.12 SURFACE PREPARATION

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

3.12.1 Basis of Payment

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

3.13 RESTORATION

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

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

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

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

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

3.13.1 Basis of Payment

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

3.14 INCIDENTAL STONE BASE

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

3.14.1 Materials and Construction

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

3.14.2 Measurement and Payment

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

3.15 TRAFFIC CONTROL AND WORK ZONE SAFETY

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

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation

shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

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

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

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

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

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

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

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

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

The Contractor shall slope the pavement at the beginning and ending of the daily milling operations as directed by the Engineer. All milled material shall be swept up and removed from the roadway as soon as possible after the milling operation. Milling operations shall be continuous until the particular section of roadway being milled is complete. On multi-lane

facilities, the Contractor shall begin resurfacing operations on the milled roadway within seventy-two (72) hours.

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

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

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

3.15.1 Basis of Payment

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

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

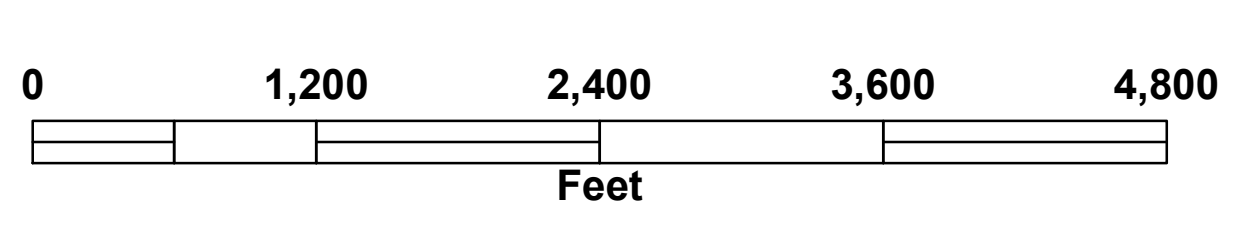
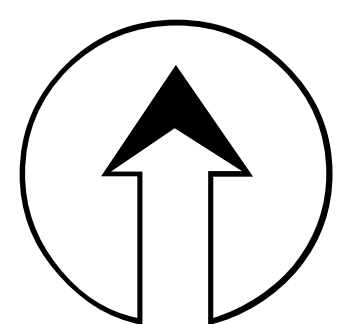
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Town of
Huntersville
NORTH CAROLINA

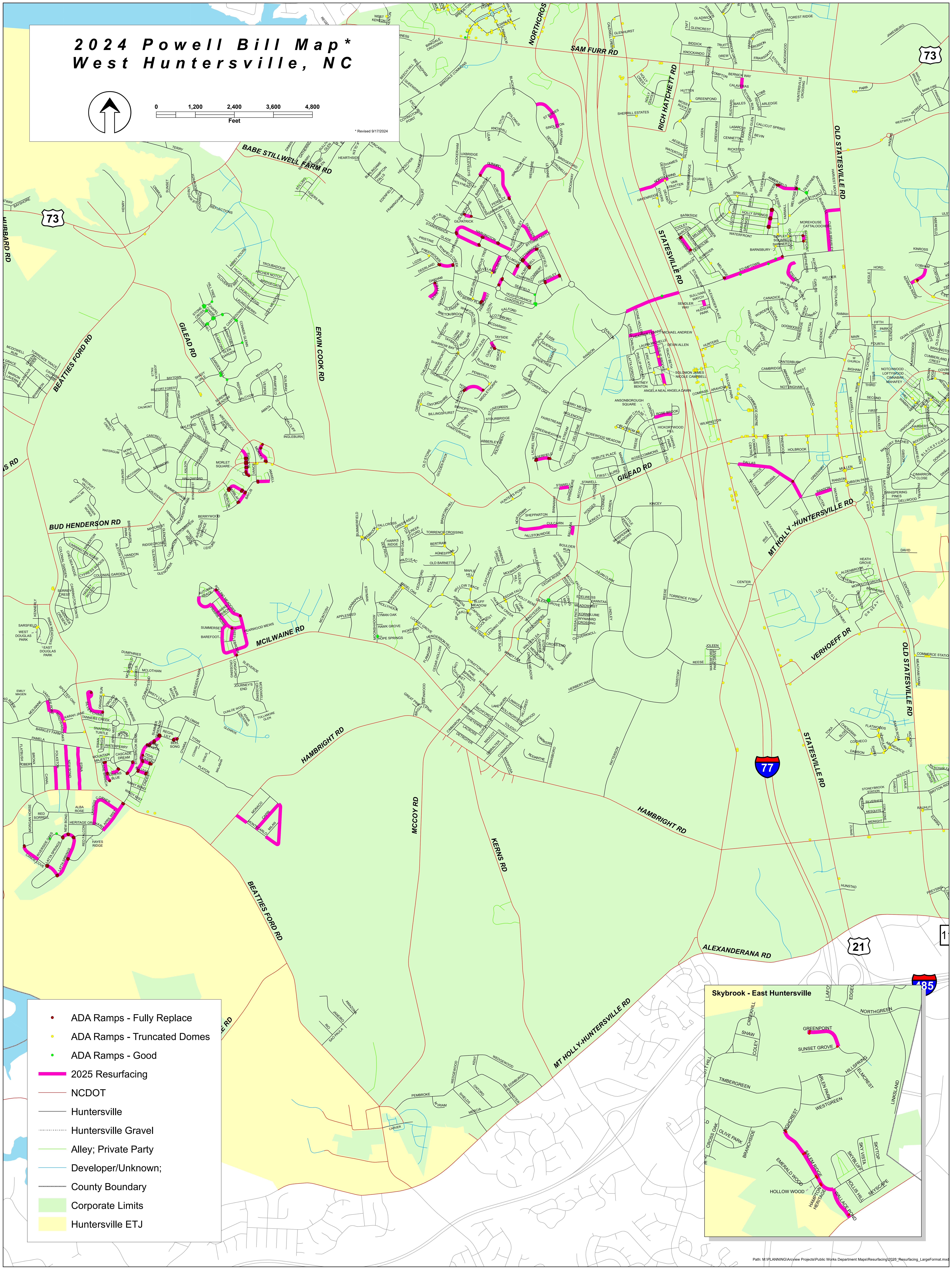
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EXHIBIT A - PLANS

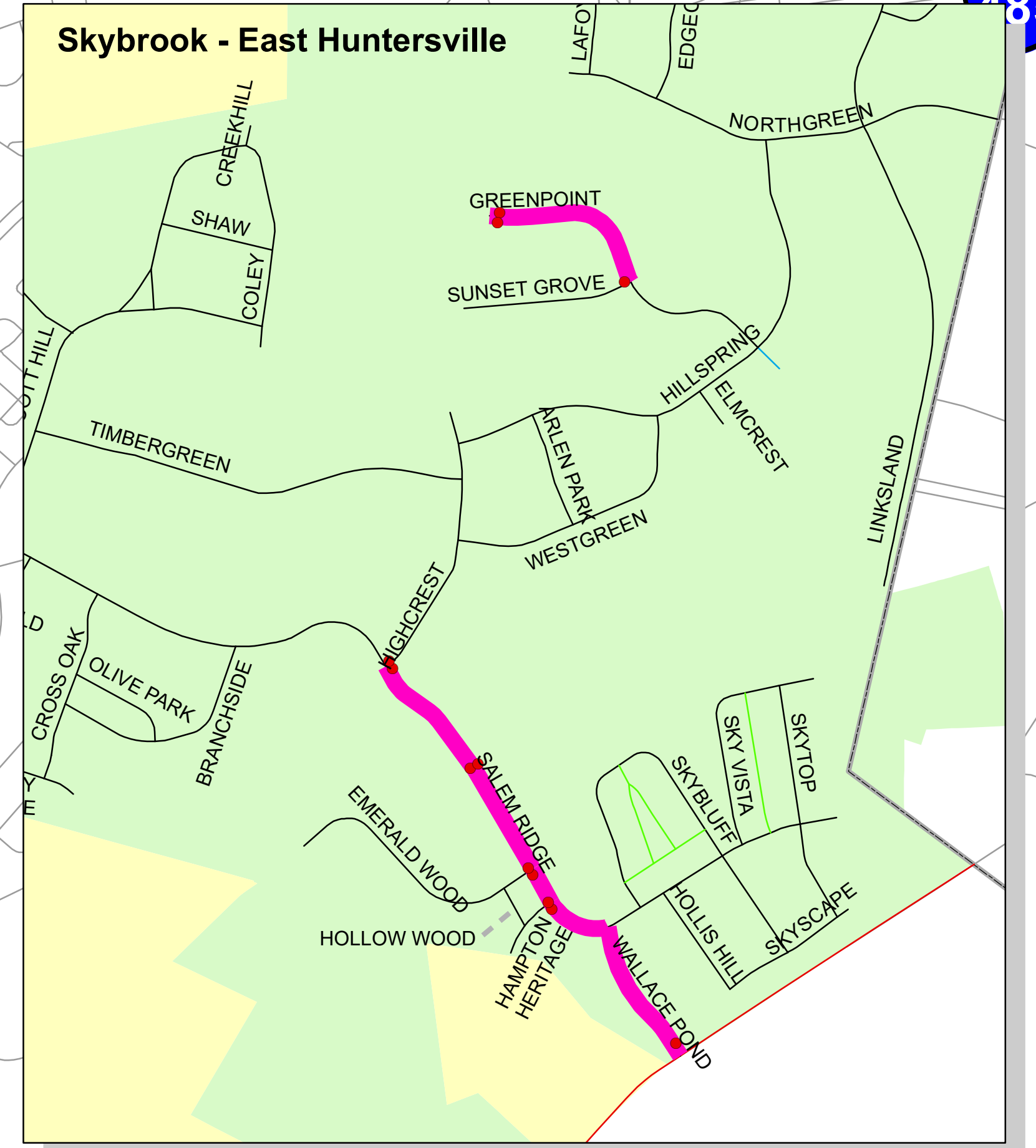
2024 Powell Bill Map * West Huntersville, NC



* Revised 9/17/2024



- ADA Ramps - Fully Replace
- ADA Ramps - Truncated Domes
- ADA Ramps - Good
- 2025 Resurfacing
- NCDOT
- Huntersville
- Huntersville Gravel
- Alley; Private Party
- Developer/Unknown;
- County Boundary
- Corporate Limits
- Huntersville ETJ



STREET IMPROVEMENT RESURFACING 2025

		SECTION		LENGTH	WIDTH	ASPHALT			Stone	VALVES/MANHOLE			WHEEL CHAIR RAMPS		STRIPING (THERMOPLASTIC)								COMMENTS
	STREET	FROM	TO	L.F. PVMT.	L.F. PVMT.	MILLING SY. YDS	TONS ASPHALT	TONS PATCHING	TONS INCIDENTAL STONE BASE	VALVE BOXES	MAN HOLES	CATCH BASINS	EA REMOVE/ REPLACE RAMP	EA INSTALL TRUNCATED DOME	LF 24" STOP BAR	EA BIKE SYMBOLS	EA SYMBOLS	LF 4" WHITE	LF 4" YELLOW	LF 8" WHITE	LF 8" YELLOW		
1	Swinton Rd	Old Bud Henderson Rd	Bud Henderson Rd	400	26	1156	146	13	0	1	2	0	1	1	2								
2	Swinton Rd	Bud Henderson Rd	Morlet Square (south)	330	26	953	120	11	0	1	2	0	1	1	1								
3	Heather Leanna Rd	Stone Hollow	Michael Andrew	175	18	350	44	4	0	0	1	0	0	0									
4	Heather Leanna Rd	Shiella Caruth	Stone Hollow	320	18	640	81	7	0	1	2	0	1	1									
5	Heather Leanna Rd	Micheal Andrew	Leslie Brooke	220	18	440	56	5	0	1	1	0	1	1									
6	Canoe Cove Ln	Latta Springs Cr	Latta Springs Cr	420	18	840	106	10	0	1	2	0	1	1									
7	Canoe Cove Ln	Riverside Oaks Dr	Morgan Horse Tr	600	18	1200	152	14	15	1	3	0	1	1									
8	Montecarlo Dr	Milan Dr	Capri Dr	545	18	1090	138	12	0	1	3	0	1	1									
9	Montecarlo Dr	Milan Dr	Milan Dr	1040	18	2080	263	24	0	2	5	0	2	2									
10	Montecarlo Dr	Monaco	Hambright Rd	375	18	750	95	9	0	1	2	0	1	1									
11	Cletus Brawley Rd	NC 115	Stumptown Rd	1675	20	3722	470	42	0	3	8	0	3	3									
12	Adderfield Ln	Laurel Tree Ln	Lyon Hill Ln	395	20	878	111	10	0	1	2	0	1	1									
13	Aberfield Rd	Kennon Ridge Ln	Cobham Ct	660	32	2347	297	27	0	1	3	0	1	1									
14	Steuben Rd	Southland Rd	Cul De Sac	758	22	1853	234	21	0	2	4	0	2	2									
15	Leslie Brooke Rd	Laura Michalle	Devin Allen	222	18	444	56	5	0	1	1	0	1	1									
16	Leslie Brooke Rd	Angela Dawn	Eric Kyle	345	18	690	87	8	0	1	2	0	1	1									
17	Leslie Brooke Rd	Heather Leanne	Laura Michalle	494	18	988	125	11	0	1	3	0	1	1									
18	Leslie Brooke Rd	Devin Allen	Nicole Campbell	440	18	880	111	10	0	1	2	0	1	1									
19	Regal Lily Ln	Bell Song Ln	Bell Song Ln	100	20	222	28	3	0	0	1	0	0	0									
20	Rose Brook Ln	Cordial Ln	Hickorywood Hill Ave	530	28	1649	208	19	10	1	3	0	1	1									
21	Rolling Meadows Ln	Summerset Ln	Prairie Rose Ln	265	24	707	89	8	0	1	1	0	1	1									
22	Rolling Meadows Ln	Pearwood Mews	Thistle Brook Ln	740	24	1973	249	22	0	2	4	0	2	2									
23	Rolling Meadows Ln	Thistle Brook Ln	Barefoot Ln	610	24	1627	206	18	0	1	3	0	1	1									
24	Rolling Meadows Ln	Barefoot Ln	Summerset Ln	320	24	853	108	10	0	1	2	0	1	1									
25	Amber Field Dr	Glesner Pl	Melrose Meadow Ln	288	20	640	81	7	0	1	2	0	1	1									
26	Baylis Dr	Vance Rd North	Amwell Dr	410	18	820	104	9	0	1	2	0	1	1									
27	Baylis Dr	Dunton St	BarBlay St	365	26	1054	133	12	0	1	2	0	1	1									
28	Ranson St	Auten St	Watkins St	528	17	997	126	11	0	1	3	0	1	1									
29	Wallace Pond Dr	Eastfield Rd	Salem Ridge Rd	687	22	1679	212	19	0	1	4	0	1	1									
30	Culcairn Rd	Noresman	Binnaway	1180	24	3147	398	36	0	2	6	0	2	2									
31	Athens Blue Ln	April Mist Tr	Alley	260	20	578	73	7	0	1	1	0	1	1									
32	White Point Dr	Copley Square Dr	Morehouse St	190	28	591	75	7	0	0	1	0	0	0		0	0						
33	Barnsberry Dr	Donbolme St	Parcell St	595	27	1785	226	20	11	1	3	0	1	1									
34	Berryfield St	Oakham St	Cul De Sac	569	18	1138	144	13	0	1	3	0	1	1									
35	Mercer Dr	Gilead Rd	Bud Henderson Rd	615	28	1913	242	22	0	1	3	0	1	1		0	0						
36	Taunton Dr	Middlethorpe Ln	Hope End Ct	625	24	1667	211	19	0	1	3	0	1	1									
37	St Bridges Ct	Grafram Cr	Cul De Sac	160	18	320	40	4	0	0	1	0	0	0									
38	Garnkirk Dr	Glenkinchie Dr	Gilpatrick Ln	185	18	370	47	4	0	0	1	0	0	0									
39	Northdowns Ln	Delancey Ln	Desota Ln	117	24	312	39	4	0	0	1	0	0	0									
40	Northdowns Ln	Doyers Dr	Delancey Ln	351	24	936	118	11	0	1	2	0	1	1									
41	Northdowns Ln	US 21	Doyers Dr	460	24	1227	155	14	0	1	2	0	1	1									
42	Dunton St	Baylis Dr	Barblay St	586	24	1563	197	18	0	1	3	0	1	1									
43	Thistlebrook Ln	Barefoot Ln	Prairie Rose Ln	390	26	1127	142	13	0	1	2	0	1	1									
44	Thistlebrook Ln	Mcllwaine	Rolling Meadows Ln	160	26	462	58	5	0			0				0	0						
45	Stawell Dr	Binnaway Dr	Springsure Ct	292	24	779	98	9	0	1	2	0	1	1									
46	Salem Ridge Rd	Emerald Wood Dr	Highcrest Dr	1160	22	2836	358	32	0	2	6	0	2	2									
47	Salem Ridge Rd	Wallace Pond Dr	Hampton Heritage Dr	325	22	794	100	9	0	1	2	0	1	1									
48	Salem Ridge Rd	Hampton Heritage Dr	Emerald Wood Dr	180	22	440	56	5	0	0	1	0	0	0									
49	Cane Branch Way	Mountain Majesty Way	End Maintenance	125	34	472	60	5	0	0	1	0	0	0									
50	Sendler Way Dr	Sullivan Watch	Dudson Park	160	25	444	56	5	0	0	1	0	0	0									
51	Prestwoods Ln	Wynfield PW	Deerland Ct	461	24	1229	155	14	0	1	2	0	1	1									
52	Harvington Dr	Cottsbroke Dr	Almondell Dr	300	18	600	76	7	0	1	2	0	1	1									
53	Sutters Run Ln	Calaveras Ct	Bernick Way	330	24	880	111	10	0	1	2	0	1	1									
54	April Mist Tr (south)	Beatties Ford Road	Lawing Corner Dr	290	20	644	81	7	0	1	2	0	1	1									
	Page Totals:					59777	7553	680	36	51	123	0	51	51	3	0	0	0	0	0	0		

STREET IMPROVEMENT RESURFACING 2025

		SECTION		WIDTH	LENGTH	ASPHALT			Stone	LVES/MANHOLES/ CATCH BAS			WHEEL CHAIR RAMPS		STRIPING (THERMOPLASTIC)								COMMENTS
				L.F.	L.F.	MILLING	TONS	TONS	TONS	VALVE	MAN	CATCH	EA REMOVE/ REPLACE RAMP	EA INSTALL TRUNCATED DOME	LF	EA	EA	LF	LF	LF	LF		
	STREET	FROM	TO	PVMT.	PVMT.	SY. YDS	ASPHALT	PATCHING	INCIDENTAL STONE BASE	BOXES	HOLES	BASINS			24" STOP BAR	BIKE SYMBOLS	SYMBOLS	4" WHITE	4" YELLOW	8" WHITE	8" YELLOW		
55	April Mist Tr (south)	Lawing Corner Dr	Heritage Orchard Way	770	20	1711	216	17	0	2	4	0	2	2	0	0	0	0	0	0	0		
56	Parkcrest St	Mayberry Pl	Cul De Sac	340	28	1058	134	11	0	1	2	0	1	1	0	0	0	0	0	0	0		
57	Greenpoint Ln	Sunset Grove Dr	Turn Around	830	21	1937	245	20	0	2	4	0	2	2	0	0	0	0	0	0	0		
58	Folkston Dr	Neck Rd	Robert St	720	18	1440	182	15	0	2	4	0	2	2	0	0	0	0	0	0	0		
59	Stumptown Rd	US 21	Ranson Rd	1790	24	4773	603	48	0	4	9	0	4	4	0	0	0	0	0	0	0		
60	Stumptown Rd	Melange St	Waterfront Dr	615	22	1503	190	15	0	1	3	0	1	1	0	0	0	789	0	0	0		
61	Macbeth Ct	Groveland St	Hugh McAuley Rd	580	24	1547	195	16	0	1	3	0	1	1	0	0	0	0	0	0	0		
62	Chaddsley Dr	Hugh Torance Pkwy	Seafield Ln	300	20	667	84	7	0	1	2	0	1	1	0	0	0	0	0	0	0		
63	Chaddsley Dr	Sagefield Dr	Cottsbroke Dr	512	20	1138	144	12	0	1	3	0	1	1	0	0	0	0	0	0	0		
64	Cottsbroke Dr	Sagefield Dr	Harvington Dr	545	20	1211	153	12	0	1	3	0	1	1	0	0	0	0	0	0	0		
65	Cottsbroke Dr	Chipping ST	Hillmoor Ln	300	20	667	84	7	0	1	2	0	1	1	2	0	0	0	0	0	0		
66	Spruell St	Holly Springs Dr	Spruell St	276	27	828	105	8	0	1	1	0	1	1	0	0	0	0	0	0	0		
67	Harvington Dr	Stanerwick Ln	Hugh McAuley Rd	985	20	2189	277	22	15	2	5	0	2	2	0	0	0	0	0	0	0		
68	Harvington Dr	Hallaton Dr	Hugh McAuley Rd	2245	20	4989	630	50	0	5	11	0	5	5	0	0	0	0	0	0	0		
69	Harvington Dr	Stanerwick Ln	Hugh McAuley Rd	825	20	1833	232	19	0	2	4	0	2	2	0	0	0	0	0	0	0		
70	Harvington Dr	Hallaton Dr	Hugh McAuley Rd	505	20	1122	142	11	0	1	3	0	1	1	0	0	0	0	0	0	0		
71	Tartan Ridge Dr	Tayside Ct	Curling Ct	223	24	595	75	6	8	1	1	0	1	1	0	0	0	0	0	0	0		
72	Ballara Pl	Culcairn	Cul de sac	286	18	572	72	6	0	1	2	0	1	1	0	0	0	0	0	0	0		
73	Alluvial Dr	Summer Serenade Dr	Cinder Ln	268	26	774	98	8	0	1	1	0	1	1	1	0	0	0	0	0	0		
74	Dallas Street	Hillcrest Dr	Greenway Dr	537	16	955	121	10	0	1	3	0	1	1	0	0	0	0	0	0	0		
75	Grafram Cr	St Bridges Ct	Singleton Ct	400	24	1067	135	11	0	1	2	0	1	1	1	0	0	0	0	0	0		
76	Grafram Cr	Devonshire Dr	St Bridges Ct	680	24	1813	229	18	0	1	3	0	1	1	0	0	0	0	0	0	0		
77	Latta Springs Cr	Riverside Oaks Dr	April Mist Tr	380	18	760	96	8	0	1	2	0	1	1	0	0	0	0	0	0	0		
78	Latta Springs Cr	April Mist Tr	Red Falcon ct	690	18	1380	174	14	0	1	4	0	1	1	0	0	0	0	0	0	0		
79	Latta Springs Cr	Red Falcon ct	Canoe Cove Ln	615	18	1230	155	12	0	1	3	0	1	1	2	0	0	0	0	0	0		
80	Lawing Corner Dr	April Mist Tr	Alba Rose Ln	1125	18	2250	284	23	0	2	6	0	2	2	0	0	0	0	0	0	0		
81	Lawing Corner Dr	Alba Rose Ln	Heritage Orchard Way	350	18	700	88	7	0	1	2	0	1	1	0	0	0	0	0	0	0		
82	New Bond Dr	Neck Rd	Pamela St	1350	18	2700	341	27	0	3	7	0	3	3	0	0	0	0	0	0	0		
83	Edna Dr	Neck Rd	Pamela St	1300	18	2600	329	26	0	3	7	0	3	3	0	0	0	0	0	0	0		
84	Windward Oaks	Barkley Farm Rd	Karah Jane	360	24	960	121	10	0	1	2	0	1	1	0	0	7	1582	1624	0	0		
85	Windward Oaks	Karah Jane Ln	Vantage Point	585	24	1560	197	16	0	1	3	0	1	1	2	0	0	0	0	0	0		
86	Vantage Point	Winding Oaks	McilWaine	340	24	907	115	9	0	1	2	0	1	1	0	0	0	0	0	0	0		
87	Silver Chime	Orange Sun Tr	Silver Chime Tr	1230	26	3553	449	36	0	3	6	0	3	3	0	0	0	0	0	0	0		
88	Still Brook Bend	Cascade Dream Ct	April Mist Tr	385	28	1198	151	12	0	1	2	0	1	1	0	0	0	0	0	0	0		
89	Coastal Way	Summer Serenade Dr	Cinder Ln	270	28	840	106	8	0	1	1	0	1	1	0	0	0	0	0	0	0		
90	Prairie Rose Ln	Thistle Brook Ln	Rolling Meadows Ln	200	24	533	67	5	0	0	1	0	0	0	1	0	0	0	0	0	0		
91	Prairie Rose Ln	Hawks Perch	Rolling Meadows Ln	500	24	1333	168	13	0	1	3	0	1	1	0	0	0	0	0	0	0		
92	Prairie Rose Ln	Rolling Meadows Ln	Thistle Brook Ln	300	24	800	101	8	0	1	2	0	1	1	0	0	0	0	0	0	0		
93	Prairie Rose Ln	Rolling Meadows Ln	Hawks Perch	275	24	733	93	7	0	1	1	0	1	1	0	0	0	0	0	0	0		
94	Rolling Meadows Ln	Hawks Perch	Prairie Rose Ln	660	24	1760	222	18	0	1	3	0	1	1	0	0	0	0	0	0	0		
95	Rolling Meadows Ln	Prairie Rose Ln	Autumn Trace Dr	625	24	1667	211	17	0	1	3	0	1	1	0	0	0	0	0	0	0		
96	Rolling Meadows Ln	Autumn Trace Dr (east)	Rolling Meadows Ln	300	24	800	101	8	0	1	2	0	1	1	0	0	0	0	0	0	0		
97	Rolling Meadows Ln	Rolling Meadows Ln	Hawks Perch	525	24	1400	177	14	0	1	3	0	1	1	0	0	0	0	0	0	0		
98	Rolling Meadows Ln	Prairie Rose Ln	Pearwood Mews	250	24	667	84	7	0	1	1	0	1	1	0	0	0	0	0	0	0		
99	Capri Dr	Montecarlo Dr	Montecarlo Dr	1030	18	2060	260	21	0	2	5	0	2	2	2	0	0	0	0	0	0		
100	Summer Serenade	Alluvial Dr	Coastal Way	340	28	1058	134	11	0	1	2	1	1	1	0	0	0	0	0	0	0		
101	Summer Serenade	Coastal Way	Tidal Ct	108	28	336	42	3	0	0	1	1	0	0	0	0	0	0	0	0	0		
102	Summer Serenade	Tidal Ct	Dark Crystal	415	24	1107	140	11	0	1	2	1	1	1	0	0	0	0	0	0	0		
103	Summer Serenade	Dark Crystal	Regal Lily	450	24	1200	152	12	0	1	2	0	1	1	0	0	0	0	0	0	0		
104	Dunster Ln	Bytham Castle Dr	Hugh McAuley Rd	550	20	1222	154	12	0	1	3	0	1	1	0	0	0	0	0	0	0		
105	Bytham Castle Dr	Stumpton Rd	Dunster Ln	520	20	1156	146	12	0	1	3	0	1	1	0	2	0	0	0	0	0		
106	Glen Miro Dr	Pendley Ln	Aldbury Ln	1763	20	3918	495	40	0	4	9	0	4	4	0	0	0	0	0	10	10		
Page Totals:						76775	9701	776	23	67	164	3	67	67	11	2	7	2371	1624	10	10		
Project Totals						136552	17255	1456	59	117	286	3	117	118	14	2	7	2371	1624	10	10		

Exhibit C - Itemized Proposal					
Base Bid					
Item No.	Section No.	Description	Qty & Units	Unit Bid Price \$0.00	Amount Bid \$0.00
1	800	Mobilization	Lump Sum	\$ 72,500.00	\$ 72,500.00
2	SP	Incidental Stone Base	59 Tons	\$ 50.00	\$ 2,950.00
3	645	Asphalt Concrete Surface Course, Type S9.5C	17,255 Tons	\$ 69.00	\$ 1,190,595.00
4	620	Asphalt Binder for Plant Mix Grade PG 64-22	1,036 Tons	\$ 650.00	\$ 673,400.00
5	607	Mill Asphalt to 2" Depth	136,552 sq.yds	\$ 2.90	\$ 396,000.80
6	SP	Patching Existing Pavement	1,456 Tons	\$ 115.00	\$ 167,440.00
7	SP	Adjustment of Manholes	286 each	\$ 145.00	\$ 41,470.00
8	SP	Adjustment of Catch Basins	3 each	\$ 3,000.00	\$ 9,000.00
9	SP	Adjustment of Water Valves	117 each	\$ 80.00	\$ 9,360.00
10	848	Remove and replace wheelchair accessible curb ramp	117 each	\$ 2,000.00	\$ 234,000.00
11	848	Install Bolt On Truncated Dome on Existing Curb Ramp	118 each	\$ 750.00	\$ 88,500.00
12	1205	Thermoplastic 24" White Stop Bar	14 each	\$ 250.00	\$ 3,500.00
13	1205	Thermoplastic Bike Symbols	2 each	\$ 450.00	\$ 900.00
14	1205	Thermoplastic 4" Yellow	2,371 LF	\$ 1.95	\$ 4,623.45
15	1205	Thermoplastic 4" White	1,624 LF	\$ 1.85	\$ 3,004.40
16	1205	Thermoplastic 8" Yellow	10 LF	\$ 12.00	\$ 120.00
17	1205	Thermoplastic 8" White	10 LF	\$ 12.00	\$ 120.00
TOTAL BID AMOUNT FOR PROJECT =				\$	2,897,483.65

Blythe Construction, Inc
Company Name

October 21, 2024
Date

Allen Hendricks
Print Name

Vice President
Title

Signature



EXHIBIT D - STANDARD CONSTRUCTION SERVICES CONTRACT



Engineering & Public Works
105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 766-2220

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: Blythe Construction, Inc.
P.O. Box 31635
Charlotte, North Carolina 28231
Lawrence G. Schmidt II
larry.schmidt@blytheconstruction.com

PROJECT: 2025 Street Resurfacing
SITE Town Wide
LOCATION(S):

This Contract for Construction and Repair, and all exhibits, (collectively this "Contract") is entered into this _____ day of _____, 20____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and _____ located at _____ (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 D3. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in Exhibit D3, 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 D1, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
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: Blythe Construction, Inc.

Name of Contractor (type or print)

Town Manager

By: **Allen
Hendricks**  Digitally signed by Allen
Hendricks
Date: 2024.11.13
13:34:45 -05'00'

(Signature)

Attest: _____
Town Clerk

Title: _____
Allen Hendricks - Vice President

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

Attest: **Lawrence G
Schmidt II**  Digitally signed by Lawrence G
Schmidt II
Date: 2024.11.13 13:31:00 -05'00'

(Secretary, if a corporation)

Finance Director

EXHIBIT D1
STANDARD TERMS & CONDITIONS

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

8. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses (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 D2, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all

respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

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

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

34. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
35. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

EXHIBIT D2
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 D3 – PLANS AND SPECIFICATIONS

(see section 4.0 in bid)

EXHIBIT D4 – FEE SCHEDULE

(see section 4.0 in bid)

EXHIBIT E – BID BOND



BID BOND

Principal: Blythe Construction, Inc.
Name of Principal Contractor
Surety: Liberty Mutual Insurance Company
Name of Surety
Contract Number: 2025 Street Resurfacing County: Mecklenburg
Date of Bid: 10/31/2024

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

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

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

This the 9th day of October, 20 24

Liberty Mutual Insurance Company
Surety

By

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

Seal of Surety

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

BID BOND
CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Blythe Construction, Inc.

Full name of Corporation

P.O. Box 31635 Charlotte, NC 28231

Address as prequalified

By



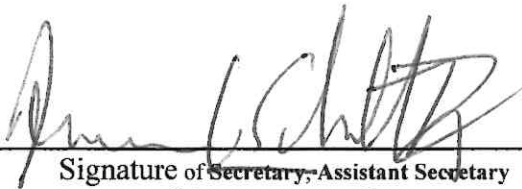
Signature of ~~President, Vice President, Assistant Vice President~~
Select appropriate title

Allen Hendricks, Vice President

Print or type Signer's name

Affix Corporate Seal

Attest



Signature of ~~Secretary, Assistant Secretary~~
Select appropriate title

Lawrence G. Schmidt, II, Asst. Sec.

Print or type Signer's name



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8210059- 016072**

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of May, 2023.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of October, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits.....	Unearned Premiums.....
*Bonds – U.S Government.....	Reserve for Claims and Claims Expense.....
*Other Bonds.....	Funds Held Under Reinsurance Treaties.....
*Stocks.....	Reserve for Dividends to Policyholders.....
Real Estate.....	Additional Statutory Reserve.....
Agents' Balances or Uncollected Premiums...	Reserve for Commissions, Taxes and
Accrued Interest and Rents.....	Other Liabilities.....
Other Admitted Assets.....	Total.....
Total Admitted Assets.....	Special Surplus Funds.....
	Capital Stock.....
	Paid in Surplus.....
	Unassigned Surplus.....
	Surplus to Policyholders.....
	Total Liabilities and Surplus.....

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

EXHIBIT F– PERFORMANCE AND PAYMENT BONDS

(Insert Bonds Accordingly)



AON RISK SERVICES SOUTH, INC.
3550 Lenox Road, N.E., Suite 1700
Atlanta, GA 30326

November 8, 2024

Town of Huntersville
105 Gilead Road
Suite 300
Huntersville, NC 28070

Re: 2025 Street Surfacing Project: Asphalt Millings, Patching and Asphalt Paving, Along
with Curb Ramp Replacement and Repair. **Bond Number: 016247282**

As Surety for Blythe Construction, Inc. permission is hereby granted for Town of Huntersville to add the Bond Date to the referenced Bond and Power of Attorney after executing the contract when the contract date is known.

If you have any questions, please contact me at (404) 261-3400.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY


Elizabeth K. Sterling, Attorney-in-Fact

AIA[®] Document A312[™] – 2010

Payment Bond

Bond No. 016247282

CONTRACTOR:

(Name, legal status and address)

BLYTHE CONSTRUCTION, INC.
P.O. Box 31635
Charlotte, NC 28231

SURETY:

(Name, legal status and principal place of business)

LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

TOWN OF HUNTERSVILLE
105 Gilead Road, Suite 300
Huntersville, NC 28070

CONSTRUCTION CONTRACT

Date:

Amount: Two Million Eight Hundred Ninety Seven Thousand Four Hundred Eighty Three and 65/100 Dollars (\$2,897,483.65)

Description:

(Name and location)

2025 Street Resurfacing Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: Two Million Eight Hundred Ninety Seven Thousand Four Hundred Eighty Three and 65/100 Dollars (\$2,897,483.65)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

BLYTHE CONSTRUCTION, INC.

SURETY

Company: (Corporate Seal)

LIBERTY MUTUAL INSURANCE COMPANY

Signature:

Name Allen Hendricks

and Title: Vice President

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name Elizabeth K. Sterling, Attorney-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AON RISK SERVICES SOUTH, INC.
3550 Lenox Road, N.E., Suite 1700
Atlanta, GA 30326
404-261-3400

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: ,

Address:

,

Signature: _____

Name and Title: , Attorney-in-Fact

Address:

,



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits.....\$1,850,245,073.00	Unearned Premiums..... \$10,298,963,305.00
*Bonds – U.S Government.....\$3,859,565,383.00	Reserve for Claims and Claims Expense..... \$28,848,537,243.00
*Other Bonds.....\$21,048,805,773.00	Funds Held Under Reinsurance Treaties..... \$360,714,151.00
*Stocks.....\$19,937,271,802.00	Reserve for Dividends to Policyholders \$1,310,198.00
Real Estate.....\$122,228,711.00	Additional Statutory Reserve \$296,126,000.00
Agents' Balances or Uncollected Premiums...\$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities \$7,622,413,466.63
Accrued Interest and Rents.....\$186,906,667.00	Total \$47,428,064,363.63
Other Admitted Assets\$15,677,869,683.63	Special Surplus Funds..... \$209,508,757.00
Total Admitted Assets\$70,891,553,519.63	Capital Stock..... \$10,000,075.00
	Paid in Surplus..... \$13,834,867,488.00
	Unassigned Surplus..... \$9,409,112,836.00
	Surplus to Policyholders \$23,463,489,156.00
	Total Liabilities and Surplus \$70,891,553,519.63

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8210059- 016072**

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of May, 2023.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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



AIA Document A312™ – 2010

Bond No. 016247282

Performance Bond

CONTRACTOR:

(Name, legal status and address)
BLYTHE CONSTRUCTION, INC.
P.O. Box 31635
Charlotte, NC 28231

SURETY:

(Name, legal status and principal place of business)
LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)
TOWN OF HUNTERSVILLE
105 Gilead Road, Suite 300
Huntersville, NC 28070

CONSTRUCTION CONTRACT

Date:

Amount: Two Million Eight Hundred Ninety Seven Thousand Four Hundred Eighty Three and 65/100 Dollars
(\$2,897,483.65)

Description:

(Name and location)
2025 Street Resurfacing Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

(Not earlier than Construction Contract Date)

Two Million Eight Hundred Ninety Seven Thousand Four Hundred Eighty Three and 65/100 Dollars
Amount: (\$2,897,483.65)

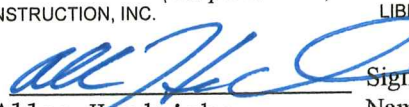
Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
BLYTHE CONSTRUCTION, INC.

SURETY

Company: (Corporate Seal)
LIBERTY MUTUAL INSURANCE COMPANY

Signature: 
Name Allen Hendricks
and Title: Vice President

Signature: 
Name Elizabeth K. Sterling, Attorney-in-Fact
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

ACON RISK SERVICES SOUTH, INC.
3550 Lenox Road, N.E., Suite 1700
Atlanta, GA 30326
404-261-3400

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____, Attorney-in-Fact
Address: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8210059- 016072**

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of May, 2023.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of November, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Appropriate Powell Bill fund balance

EXPLAIN REQUEST:

Appropriate Powell Bill fund balance (653890.9999) for \$950,000 to Powell bill paving expense (655700.0612) to complete the funding of the Townwide resurfacing contract of \$2,897,483.65 with Blythe Construction.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

Decrease in Powell Bill fund balance of \$950,000.

ATTACHMENTS:

None



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Public Arts Commission Bylaws Revisions

EXPLAIN REQUEST:

Approve changes to the Public Arts Commission Bylaws revising the meeting schedule from monthly to quarterly.

ACTION RECOMMENDED:

Approve revisions

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Public Arts Commission - Bylaws, 20241203 Amended

	Title: Public Arts Commission Bylaws
	Description: North Carolina Statue § 160A-146 The Council may create commissions to promote orderly and efficient administration of Town affairs
	Adopted By: Town Board of Commissioners Date: March 19, 2018, May 17, 2021, December 3, 2024

SECTION I: CREATION; APPOINTMENT OF MEMBERS

There is hereby created a Huntersville Public Arts Commission (the “Commission”), composed of up to seven (7) citizens of the Town of Huntersville. Membership should include one (1) representative from the Eastern Extraterritorial Jurisdiction (“ETJ”) and one (1) representative from the Western ETJ. However, if acceptable applications are not received from a citizen of one or both ETJs, other appointments shall be considered. The Huntersville Town Board of Commissioners shall appoint each member of the Commission.

SECTION II: COMMISSION POWERS AND DUTIES

The Public Art Advisory Commission shall serve as the advisory body for the Parks and Recreation Department (the “Department”) and the Town of Huntersville. The Commission shall suggest policies to the Department, the Manager and the Town Board of Commissioners within its powers and responsibilities as stated in this ordinance. The Commission shall serve as a liaison between the Department, the Manager, the Board of Commissioners and the citizens of Huntersville. The Commission shall consult with and advise the Department, the Manager, and the Town Board of Commissioners in matters affecting the installation of public art, identifying and selecting public art projects, recommend locations, recommend artists through a selection process, and to its long-range projected program for public art.

The Commission shall assume duties for public art purposes, as follows: Make recommendations: (1) To implement and facilitate the installation of public art in the Town of Huntersville; (2) identify and select public art projects to be implemented and recommend specific locations for art to be retained in the town. All recommended Art pieces must receive final approval from the Huntersville Town Board; (3) on artists through a selection process, and work with Huntersville Parks and Recreation to maintain public art once fabricated and installed. Public art maintenance and conservation decisions will be made by the Commission in consultation with the Huntersville Parks and Recreation staff liaison(s); (4) to provide public educational opportunities & community forums on public art process & importance (5) on funding public art through grants and support for the public art program and advise in the acceptance of any grant, gift, bequest or donation, any personal or real property offered or made available for public art. Any gift, bequest or money or other property, any grant, devise of real or personal property so acquired shall be held, by the Town, used and finally disposed of in accordance with the terms under which such grant, gift, or devise is made or accepted; (6) undertaking programs of research, information, education or analysis relating to matters under its purview.

SECTION III: APPOINTMENT OF COMMISSION MEMBERS

- A. Each Commission member shall be appointed for a term of not more than three (3) years by the Town Board of Commissioners. Members of the Board shall be limited to two (2) consecutive terms, unless waived, however, may be reappointed after remaining off the Board for at least one (1) year. The expiration date of each term shall be the later of the 31st day of December of the year in which said term is to expire or when a successor is appointed and qualifies, and the term of the office of the succeeding

member shall begin on the later of the 1st day of January of the succeeding year or the date that the succeeding member is appointed and qualifies.

- B. Initial appointments shall be arranged so that at least two (2), but no more than three (3), of the terms will expire each year. Vacancies occurring on the Commission by death, resignation, or otherwise, shall be filled by the Board of Commissioners for the unexpired terms.
- C. Of the nine (9) existing positions on the Commission, two positions should be allocated to representation from within the ETJ of the Town—one position from the Eastern ETJ and one position from the Western ETJ- if acceptable applications have been received by a representative of one or both ETJs.

SECTION IV: MEETINGS

- A. The Commission shall meet quarterly. The Chairman, or in his/her absence, the Vice-Chairman, may call a special meeting at any time.
- B. Regular Commission meetings will be held on the Second (2nd) Wednesday of February, May, August, and November at 6:30 pm.

SECTION V: ATTENDENCE

An appointed member who misses more than three (3) consecutive regular meetings shall lose his/her status as a member of the Commission until reappointed or replaced by the Town Board of Commissioners. Additionally, an appointed member must attend at least 66% of all regular meetings in any twelve (12) month period. Failure to do so will result in that member losing his/her status as a member of the Commission until re-appointed or replaced by the Town Board of Commissioners. Absences due to sickness or emergencies shall be regarded as approved absences. In the event of a long illness, or other prolonged absence a member may be replaced.

SECTION VI: QUORUM

A quorum (majority of the membership) shall be in attendance before any action can be taken. The Assistant Parks and Recreation Director shall also attend regular meetings.

SECTION VII: OFFICERS

There shall be a Chairman and Vice-Chairman of the Commission. An annual election of the Chairman and Vice-Chairman shall be held by the Commission members and shall occur at the regular meeting in February. Huntersville ETJ representatives are not eligible to serve as Chairman. Officers shall serve for one year from election, with eligibility for re-election. New officers shall take office immediately after election. In the event an officer's appointment to the Commission is terminated, the replacement to this office shall be elected by the Commission, from its membership, at the meeting following the termination. The Assistant Parks and Recreation Director shall serve as Secretary of the Commission.

SECTION VIII: OFFICERS' DUTIES

- A. The Commission Chairman shall preside at all meeting and sign all documents relative to action taken by the Commission. The Chairman shall appoint all sub-committees.
- B. When the Chairman is absent, the Vice-Chairman shall perform the duties of the Chairman. When both the Chairman and Vice-Chairman are absent, a temporary Chairman shall be selected by those members who are present.

- C. The Assistant Parks and Recreation Director, or his/her designee, shall serve as Secretary to the Commission. He/She may delegate all or part of these duties to another Department employee with the approval of the Commission, but shall be held responsible for the satisfactory accomplishment of the secretarial duties. The Secretary shall mail to all members copies of official reports and the official minutes of all regular and special meetings, prior to the next scheduled meeting.

SECTION IX: ORDER OF BUSINESS

- A. The general order of business shall be as follows:
 - Determination of quorum and attendance
 - Approval of minutes of previous meeting
 - Old business
 - New business
 - Adjournment
- B. The agenda shall be set by the staff liaison of Huntersville Parks and Recreation Department and the Committee Chair; any change to the agenda may be requested by a member and/or voted upon by the Commission.
- C. Items of business at the regular meeting shall appear on the agenda.

SECTION X: ACTION BY COMMISSION

All actions of the Commission shall be in the form of a motion, duly seconded, and voted upon by all members present. If no quorum is present, the only motion permitted is a motion to adjourn, including a motion to adjourn to a specified date and time which may be other than the regular meeting date and time.

Affirmative votes from a majority of the members present and voting shall be required to adopt any motion. Except where a conflict of interest is confirmed, no Member shall abstain from voting. Failure to vote shall be counted as a "yes" vote.

SECTION XI: COMMITTEES

- A. The Executive Committee shall consist of the Chairman, Vice-Chairman, and the Secretary (Assistant Director).
- B. The Committee Chairman is authorized to appoint standing temporary and/or project committees as needed.

SECTION XII: CONFLICT OF INTEREST

The Committee shall follow the Code of Ethics for Members of Boards, Committees, and Commissions of the Town of Huntersville, North Carolina, as adopted by the Board of Commissioners.

SECTION XIII: ROBERT'S RULES OF ORDER

The latest edition of Robert's Rules of Order shall prevail at meetings of the Commission unless otherwise specified within these bylaws.

SECTION XIV: ADOPTION AND AMENDMENT

These bylaws shall at all times be consistent with all ordinances of the Town of Huntersville and laws of the State of North Carolina. Should any provisions of these bylaws be inconsistent with such ordinances or laws of

the State of North Carolina, said ordinances and laws shall control.

The Town Board, by a majority vote, shall adopt the bylaws. These bylaws may be amended at any time by an affirmative vote of the majority of the Town Board.

Adopted this 3rd day of December, 2024.

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: CATS Hambright Park and Ride Schematic Plan

EXPLAIN REQUEST:

Article 9.39.3 of the Huntersville Zoning Ordinance requires that the Town Board approve the schematic plans for transit shelters constructed by agencies other than the Town of Huntersville. The Charlotte Area Transit System (CATS) is building a Park and Ride facility at 11100 Hambright Road in Huntersville. Prior to construction plans being submitted for staff review, they are requesting approval of their schematic/concept plan per Town ordinance.

ACTION RECOMMENDED:

Approve the CATS Transit Shelter Schematic Plan

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. CATS Hambright Schematic Plan
2. Memo to Board - 12 3 24

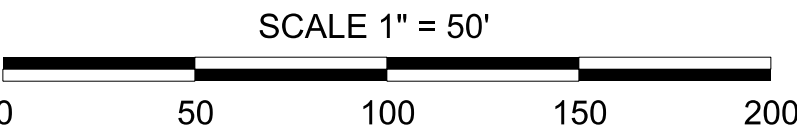
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HBR-C-PLN-002

HBR-C-PLN-003

HBR-C-PLN-004

HBR-C-PLN-005



NO.	DATE	REVISION	BY	DWN	CHK	APR

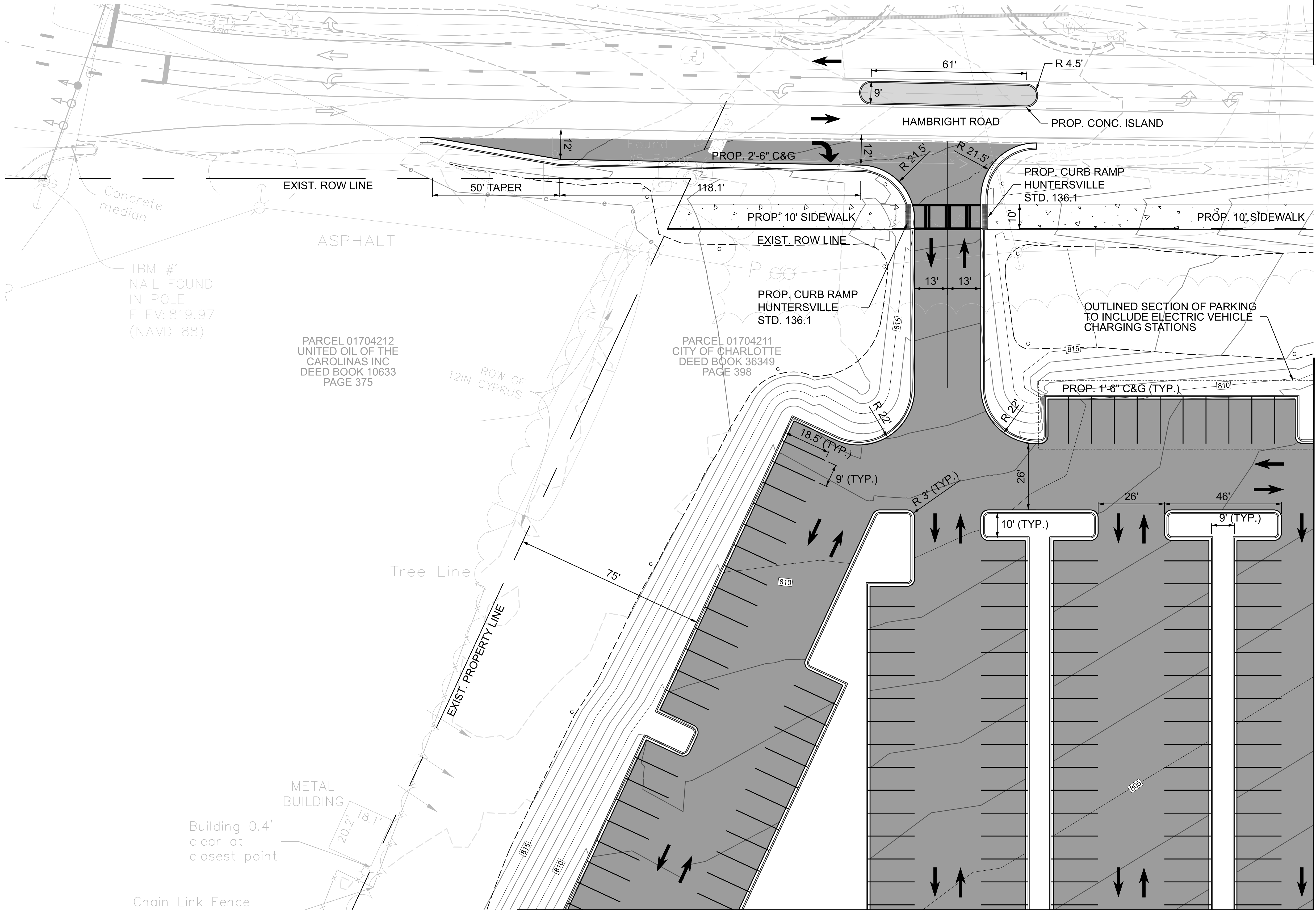


PREPARED BY:	RDM
DRAWN BY:	RDM
CHECKED BY:	SMK
APPROVED BY:	-

HAMBRIGHT PARK AND RIDE
CIVIL / SITE PLAN
OVERALL LAYOUT

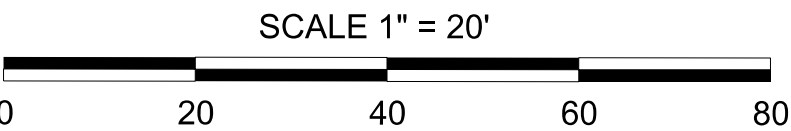
DATE:	09/19/24
SHEET:	HBR-008
DRAWING:	HBR-C-PLN-001
CONTRACT NO.:	2024000559

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MATCHLINE SEE DRAWING HBR-C-PLN-003

MATCHLINE SEE DRAWING HBR-C-PLN-004



NO.	DATE	REVISION	BY	DWN	CHK	APR

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CATS
CHARLOTTE AREA TRANSIT SYSTEM

PREPARED BY:	RDM
DRAWN BY:	RDM
CHECKED BY:	SMK
APPROVED BY:	-

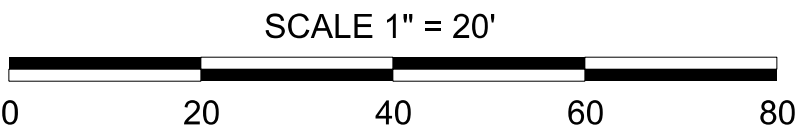
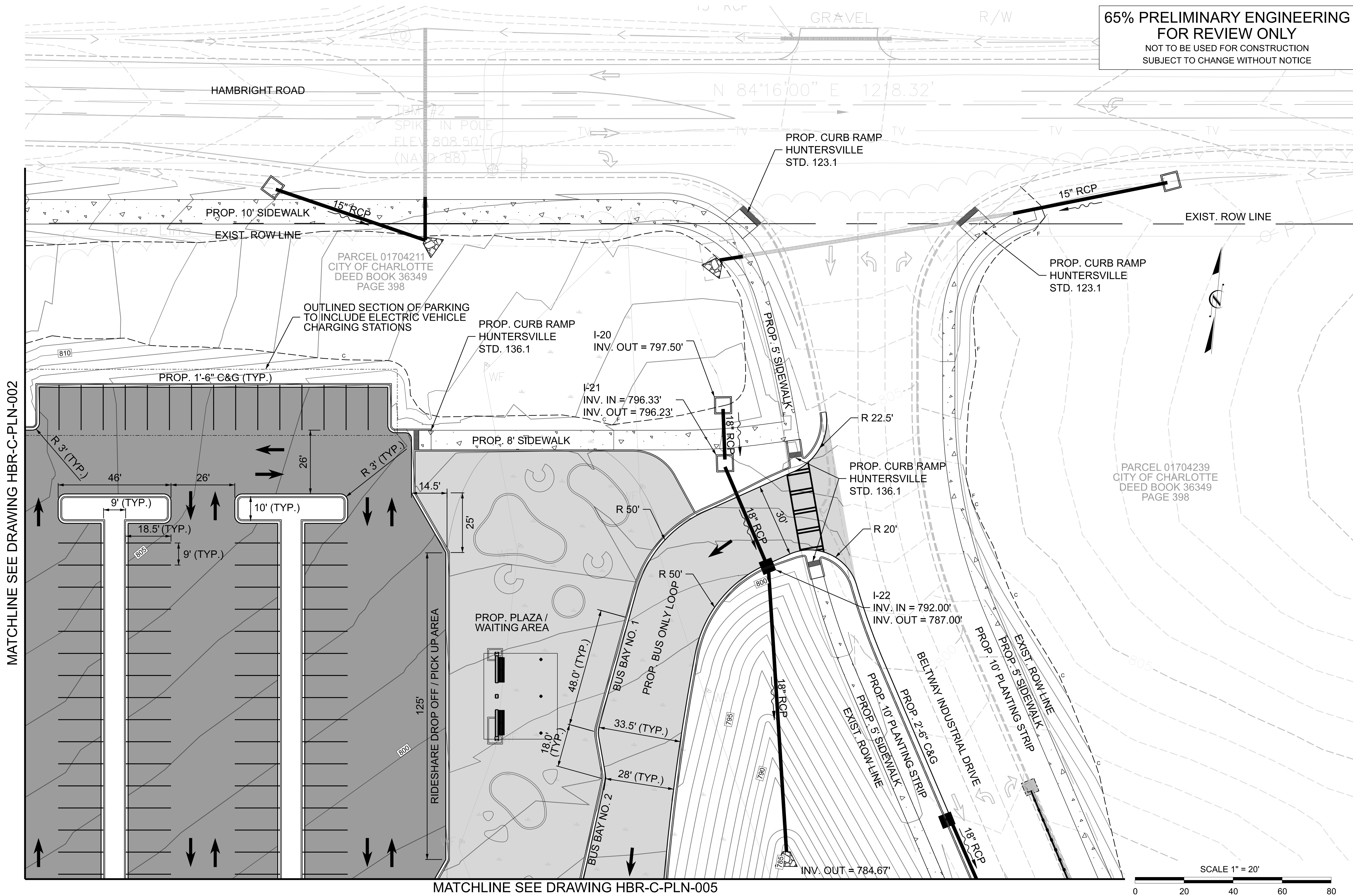
HAMBRIGHT PARK AND RIDE

CIVIL / SITE PLAN

NORTHWEST QUADRANT

DATE:	09/19/24
SHEET:	HBR-009
DRAWING:	HBR-C-PLN-002
CONTRACT NO.:	2024000559

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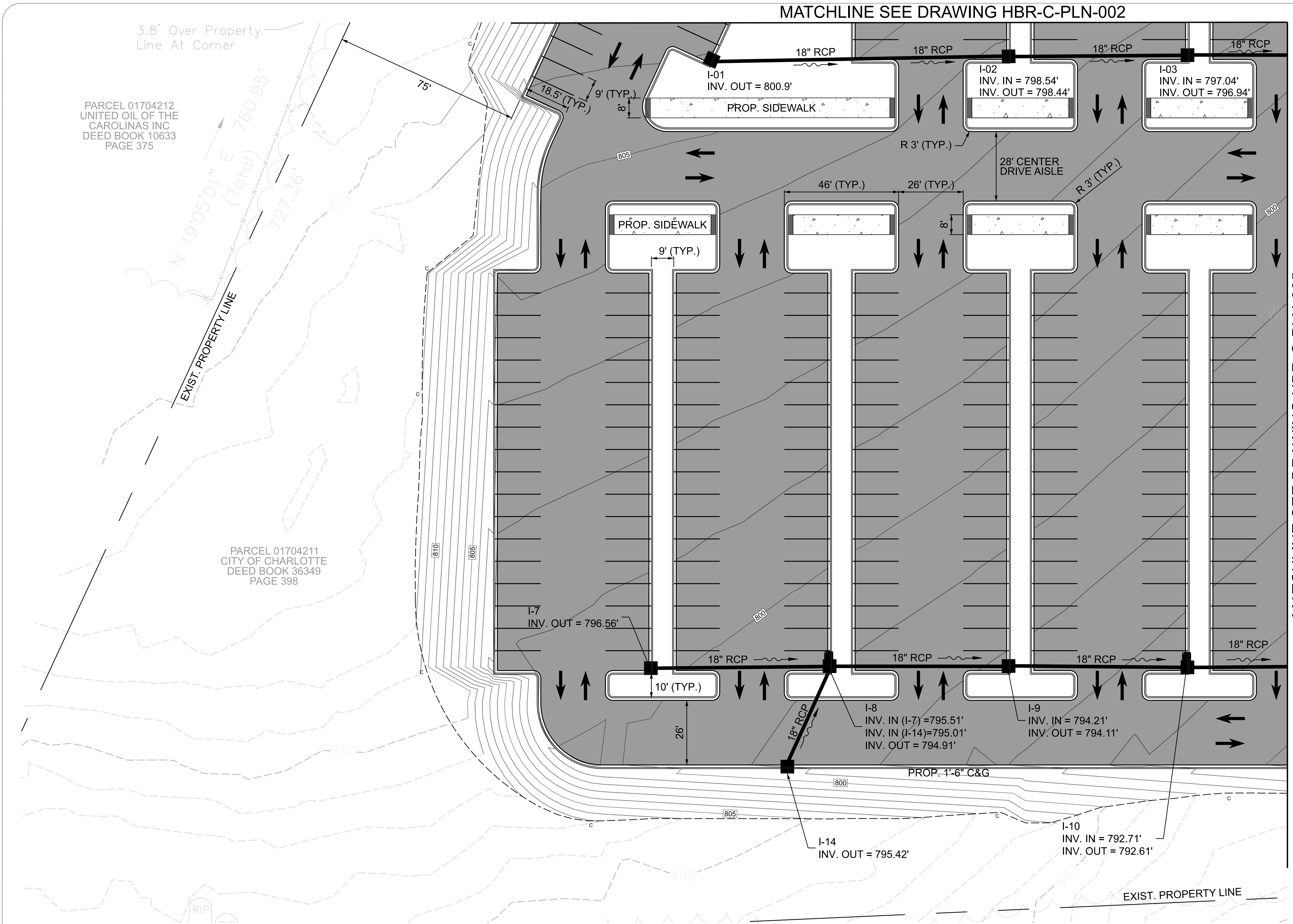
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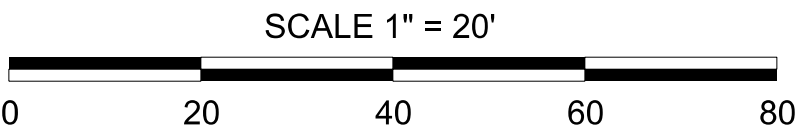
PREPARED BY:	RDM
DRAWN BY:	RDM
CHECKED BY:	SMK
APPROVED BY:	-

HAMBRIGHT PARK AND RIDE
CIVIL / SITE PLAN
NORTHEAST QUADRANT

DATE:	09/19/24
SHEET:	HBR-010
DRAWING:	HBR-C-PLN-003
CONTRACT NO.:	2024000559



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WWW.AMTENGINEERING.COM



CHARLOTTE AREA TRANSIT SYSTEM

PREPARED BY:	RDM
DRAWN BY:	RDM
CHECKED BY:	SMK
APPROVED BY:	-

HAMBRIGHT PARK AND RIDE

CIVIL / SITE PLAN

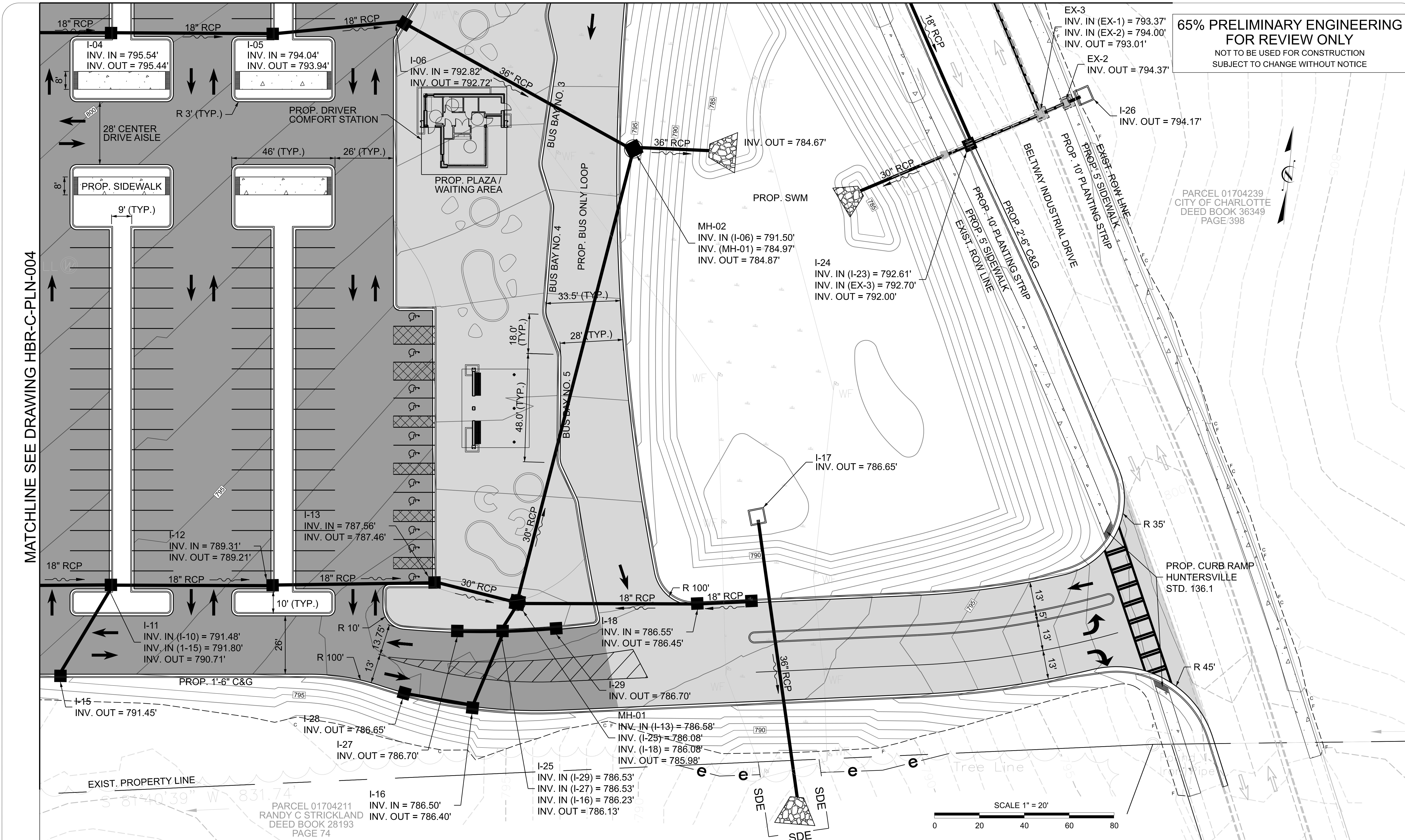
SOUTHWEST QUADRANT

DATE:	09/19/24
SHEET:	HBR-011
DRAWING:	HBR-C-PLN-004
CONTRACT NO.:	2024000559

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PARCEL 01704239
CITY OF CHARLOTTE
DEED BOOK 36349
PAGE 398

MATCHLINE SEE DRAWING HBR-C-PLN-004



NO.	DATE	REVISION	BY	DWN	CHK	APR



PREPARED BY:	RDM
DRAWN BY:	RDM
CHECKED BY:	SMK
APPROVED BY:	-

HAMBRIGHT PARK AND RIDE
CIVIL / SITE PLAN
SOUTHEAST QUADRANT

DATE:	09/19/24
SHEET:	HBR-012
DRAWING:	HBR-C-PLN-005
CONTRACT NO.:	2024000559

TOWN OF HUNTERSVILLE PLANTING CALCULATIONS:

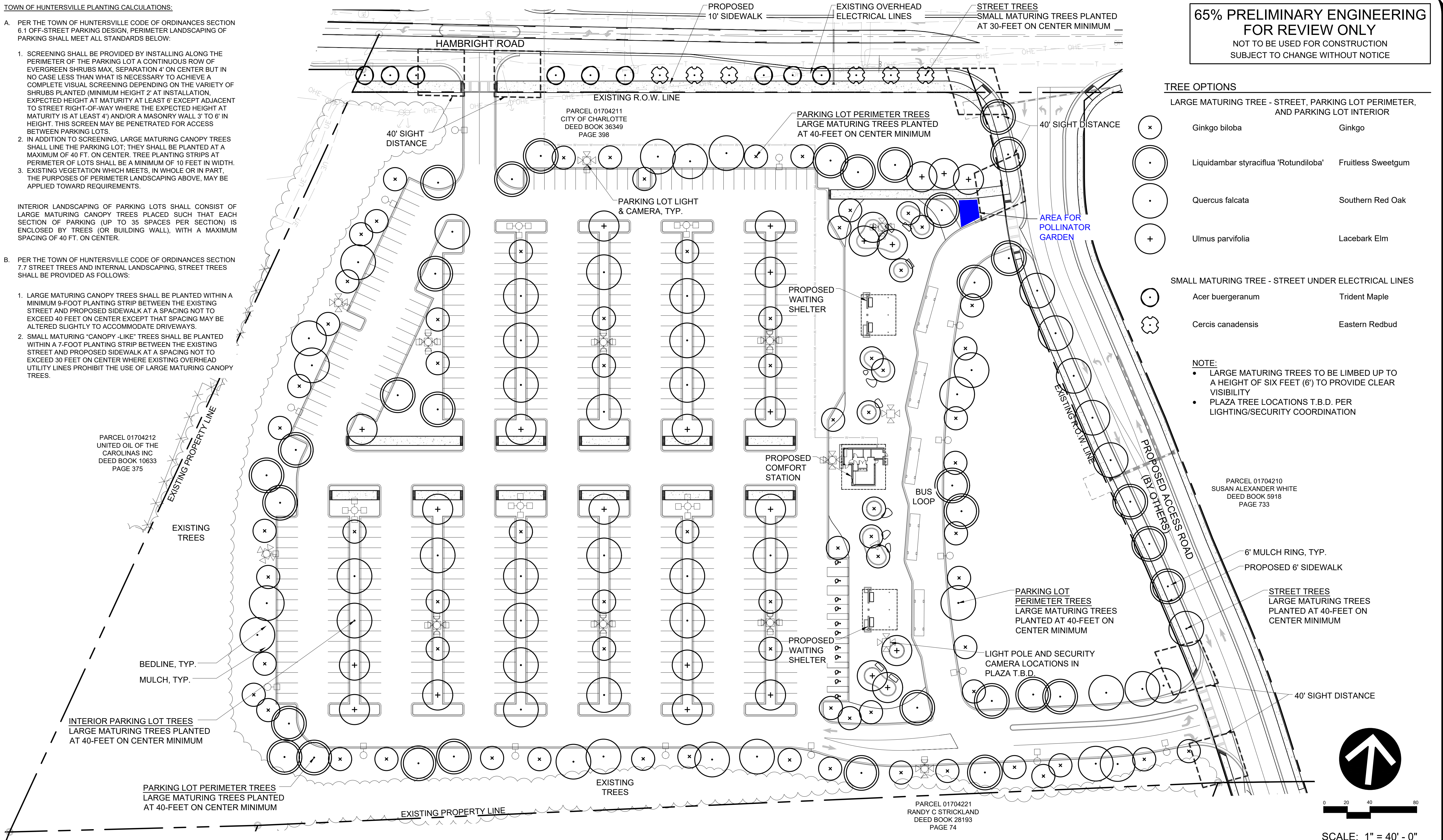
A. PER THE TOWN OF HUNTERSVILLE CODE OF ORDINANCES SECTION 6.1 OFF-STREET PARKING DESIGN, PERIMETER LANDSCAPING OF PARKING SHALL MEET ALL STANDARDS BELOW:

- SCREENING SHALL BE PROVIDED BY INSTALLING ALONG THE PERIMETER OF THE PARKING LOT A CONTINUOUS ROW OF EVERGREEN SHRUBS MAX. SEPARATION 4' ON CENTER BUT IN NO CASE LESS THAN WHAT IS NECESSARY TO ACHIEVE A COMPLETE VISUAL SCREENING DEPENDING ON THE VARIETY OF SHRUBS PLANTED (MINIMUM HEIGHT 2' AT INSTALLATION, EXPECTED HEIGHT AT MATURITY AT LEAST 6' EXCEPT ADJACENT TO STREET RIGHT-OF-WAY WHERE THE EXPECTED HEIGHT AT MATURITY IS AT LEAST 4') AND/OR A MASONRY WALL 3' TO 6' IN HEIGHT. THIS SCREEN MAY BE PENETRATED FOR ACCESS BETWEEN PARKING LOTS.
- IN ADDITION TO SCREENING, LARGE MATURING CANOPY TREES SHALL LINE THE PARKING LOT; THEY SHALL BE PLANTED AT A MAXIMUM OF 40 FT. ON CENTER. TREE PLANTING STRIPS AT PERIMETER OF LOTS SHALL BE A MINIMUM OF 10 FEET IN WIDTH.
- EXISTING VEGETATION WHICH MEETS, IN WHOLE OR IN PART, THE PURPOSES OF PERIMETER LANDSCAPING ABOVE, MAY BE APPLIED TOWARD REQUIREMENTS.

INTERIOR LANDSCAPING OF PARKING LOTS SHALL CONSIST OF LARGE MATURING CANOPY TREES PLACED SUCH THAT EACH SECTION OF PARKING (UP TO 35 SPACES PER SECTION) IS ENCLOSED BY TREES (OR BUILDING WALL), WITH A MAXIMUM SPACING OF 40 FT. ON CENTER.

B. PER THE TOWN OF HUNTERSVILLE CODE OF ORDINANCES SECTION 7.7 STREET TREES AND INTERNAL LANDSCAPING, STREET TREES SHALL BE PROVIDED AS FOLLOWS:

- LARGE MATURING CANOPY TREES SHALL BE PLANTED WITHIN A MINIMUM 9-FOOT PLANTING STRIP BETWEEN THE EXISTING STREET AND PROPOSED SIDEWALK AT A SPACING NOT TO EXCEED 40 FEET ON CENTER EXCEPT THAT SPACING MAY BE ALTERED SLIGHTLY TO ACCOMMODATE DRIVEWAYS.
- SMALL MATURING "CANOPY-LIKE" TREES SHALL BE PLANTED WITHIN A 7-FOOT PLANTING STRIP BETWEEN THE EXISTING STREET AND PROPOSED SIDEWALK AT A SPACING NOT TO EXCEED 30 FEET ON CENTER WHERE EXISTING OVERHEAD UTILITY LINES PROHIBIT THE USE OF LARGE MATURING CANOPY TREES.



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TREE OPTIONS

LARGE MATURING TREE - STREET, PARKING LOT PERIMETER, AND PARKING LOT INTERIOR

Ginkgo biloba	Ginkgo
Liquidambar styraciflua 'Rotundiloba'	Fruitless Sweetgum
Quercus falcata	Southern Red Oak
Ulmus parvifolia	Lacebark Elm

SMALL MATURING TREE - STREET UNDER ELECTRICAL LINES

Acer buergeranum	Trident Maple
Cercis canadensis	Eastern Redbud

NO.	DATE	REVISION	BY	DWN	CHK	APR

Susan Hatchell
Landscape Architecture, PLLC
Susan Hatchell Landscape Architecture, PLLC
771 W. North Street
Raleigh, NC 27603
(919) 838 9600
susanhatchell.com

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CATS
CHARLOTTE AREA TRANSIT SYSTEM

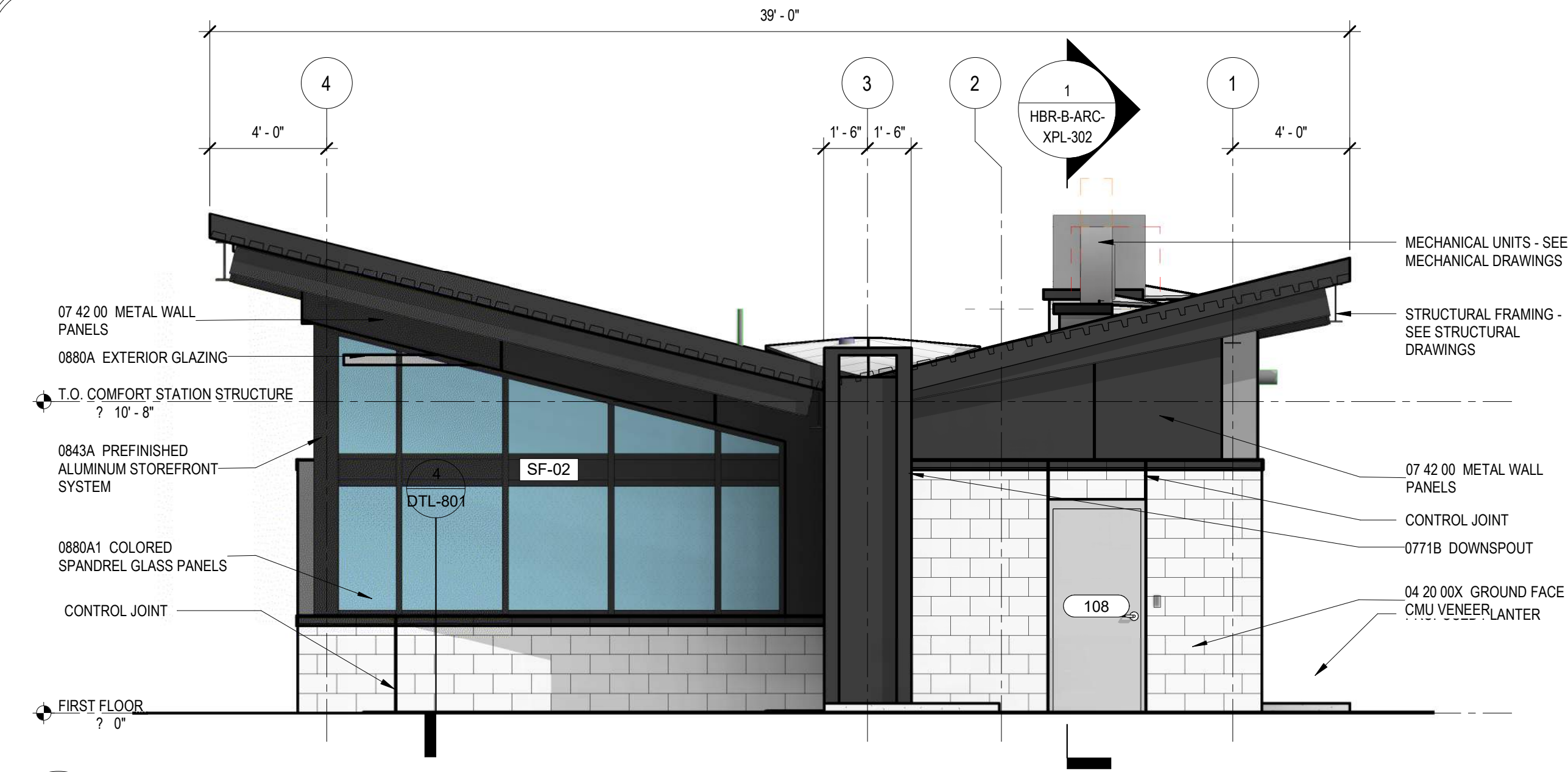
PREPARED BY:	MCA/JHS
DRAWN BY:	MCA
CHECKED BY:	JHS
APPROVED BY:	SMH

HAMBRIGHT PARK AND RIDE

LANDSCAPING PLANS
TREE PLANTING PLAN

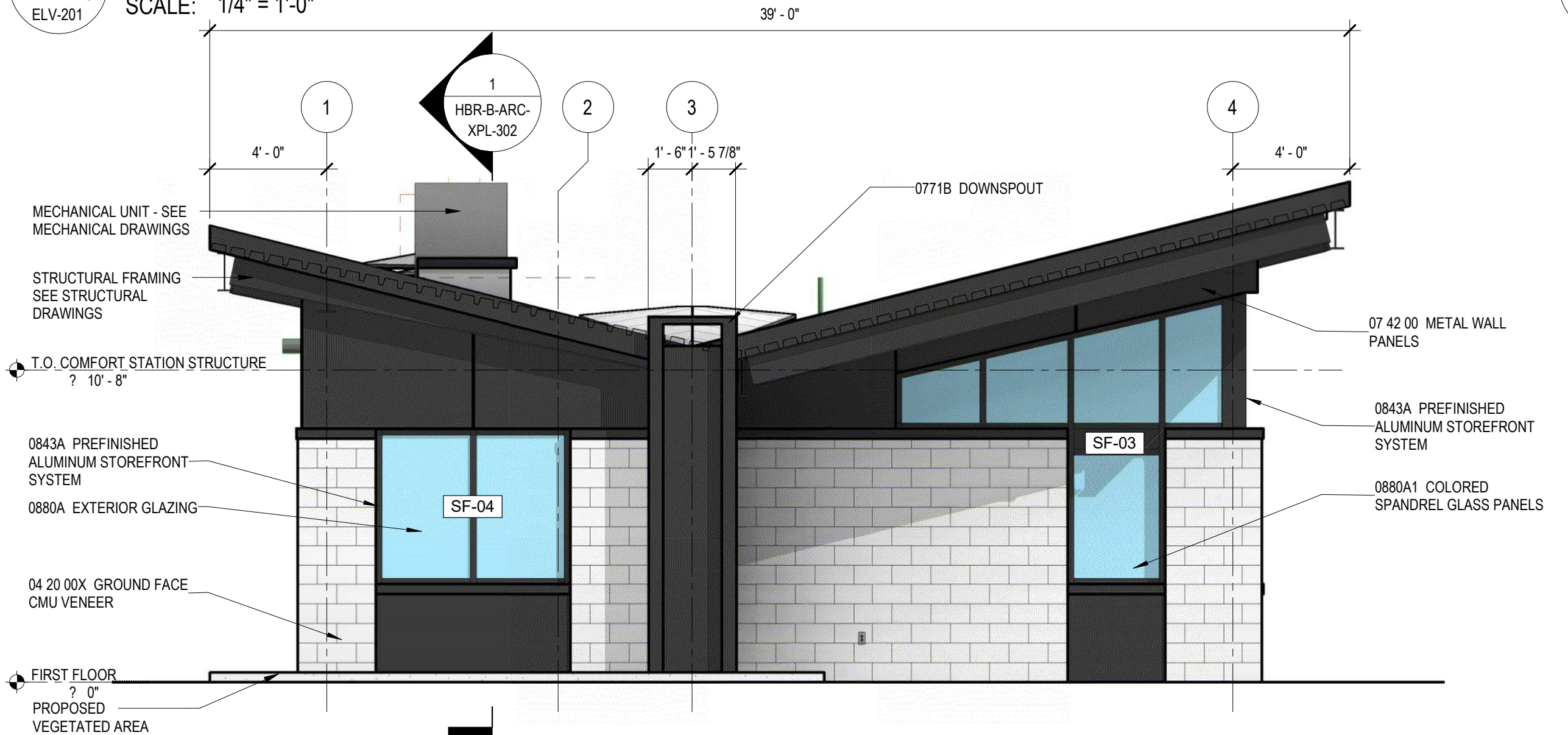
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SHEET:	HBR-100
DRAWING:	HBR-P-LAN-PLN-001
CONTRACT NO.:	2024000559

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1 EAST ELEVATION - COMFORT STATION

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



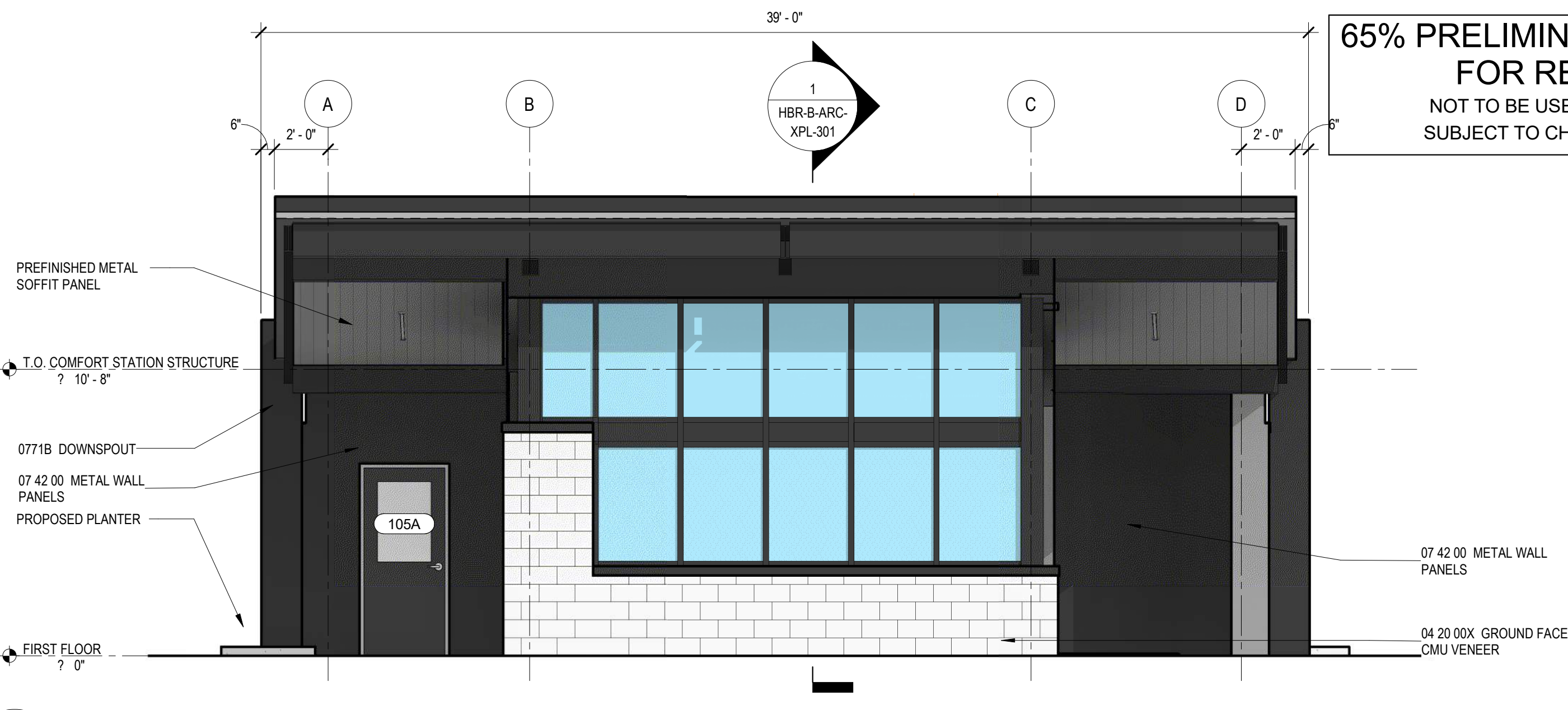
3 WEST ELEVATION - COMFORT STATION

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



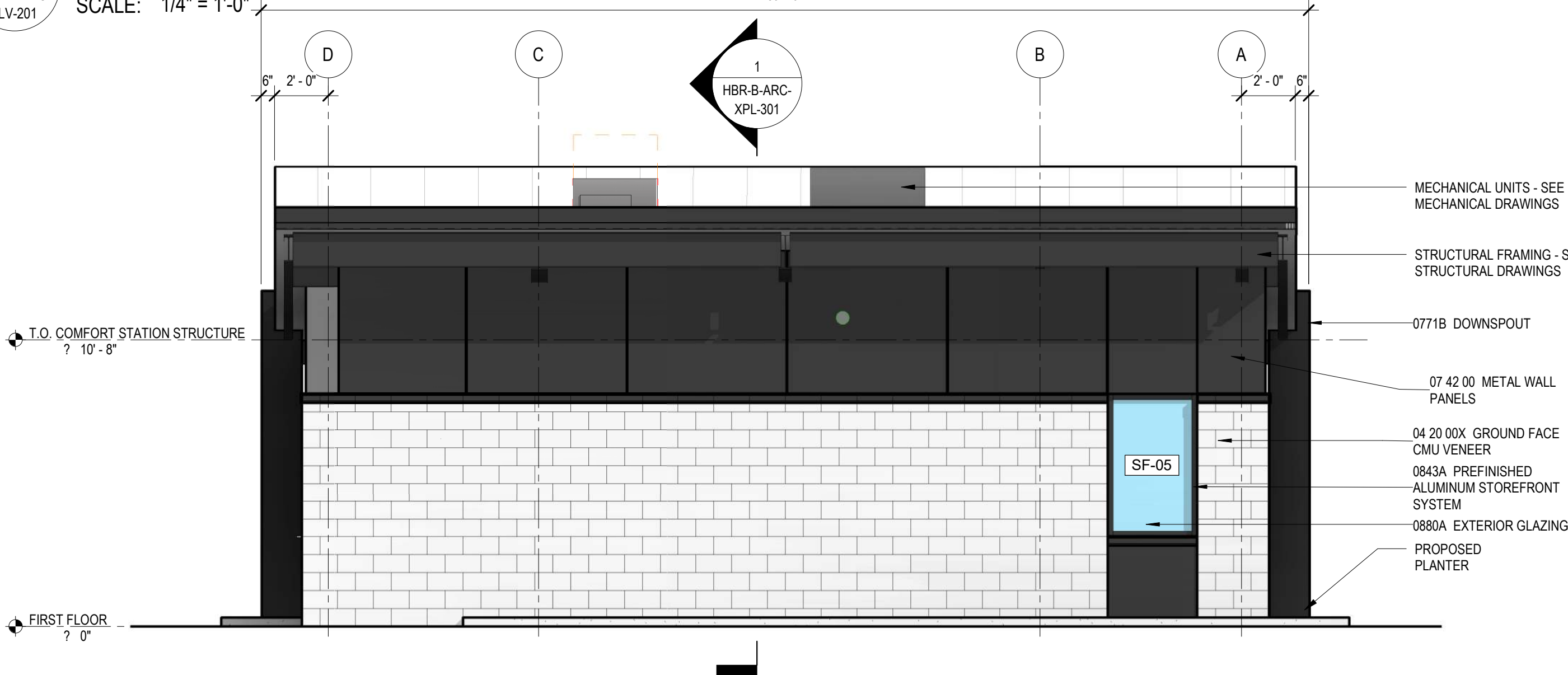
5 3D View 1 - COMFORT STATION

SCALE:



2 SOUTH ELEVATION - COMFORT STATION

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



4 NORTH ELEVATION - COMFORT STATION

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



6 3D View 2 - COMFORT STATION

SCALE:

NO.	DATE	REVISION	BY	DWN	CHK	APR

neighboring concepts
ARCHITECTURE ■ PLANNING ■ INTERIORS
1635 West Trade Street, Suite 1A
Charlotte, North Carolina, 28216
704.374.0916
CER178 61096
www.neighboringconcepts.com

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10735 DAVID TAYLOR DRIVE, #310, CHARLOTTE, NC 28262
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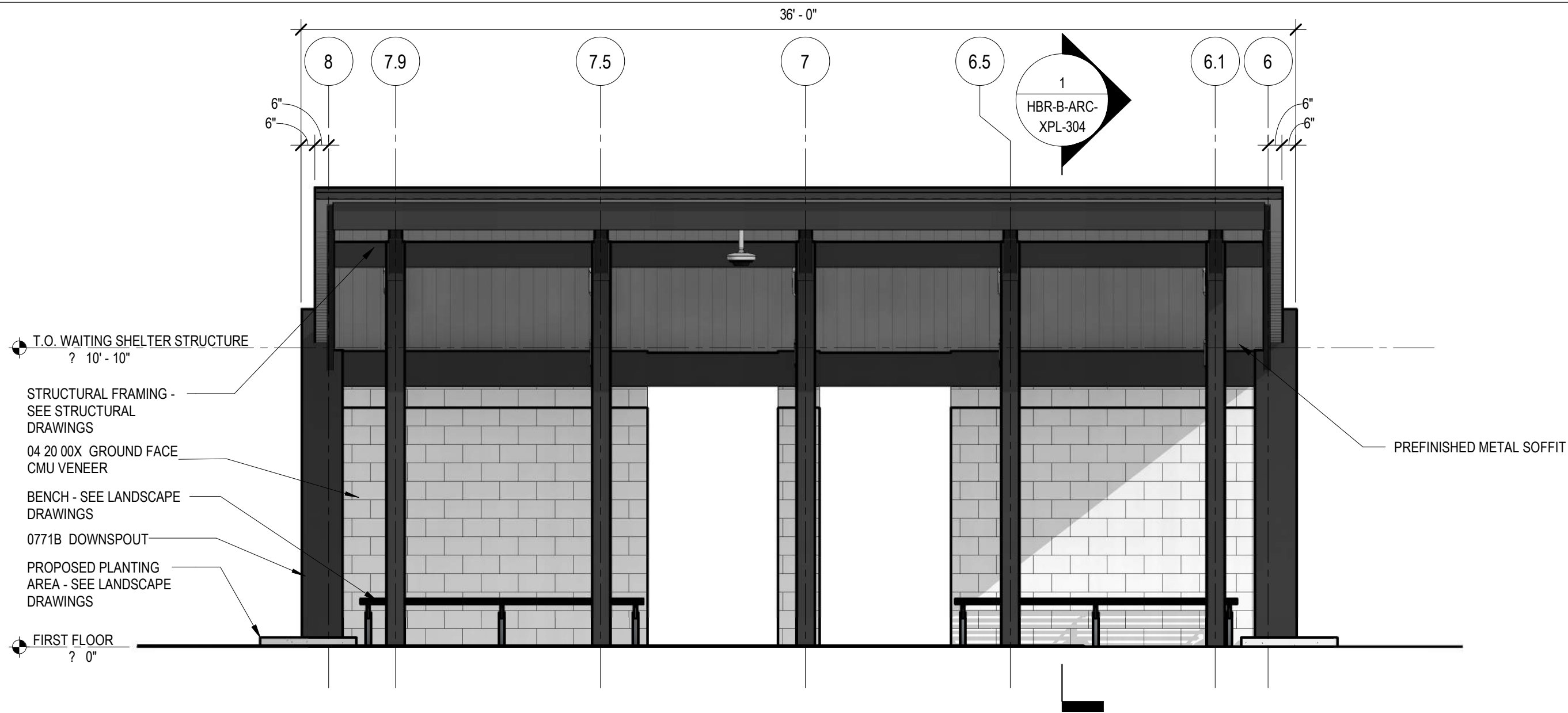
CATS
CHARLOTTE AREA TRANSIT SYSTEM

PREPARED BY:	ELF
DRAWN BY:	ELF
CHECKED BY:	LAV
APPROVED BY:	-

HAMBRIGHT PARK AND RIDE

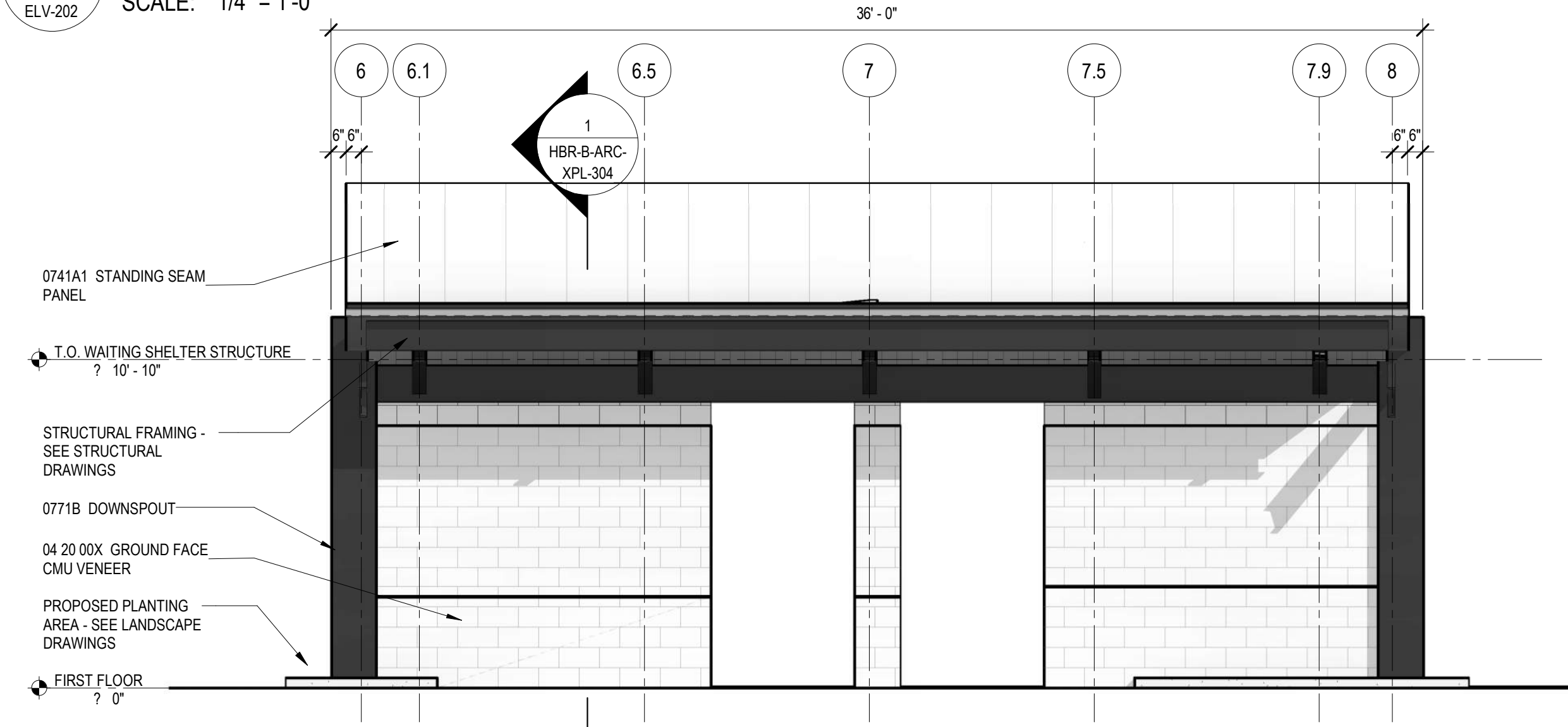
COMFORT STATION
EXTERIOR ELEVATIONS

DATE:	09/19/24
SHEET:	HBR-203
DRAWING:	HBR-B-ARC-ELV-201
CONTRACT NO.:	2024000559



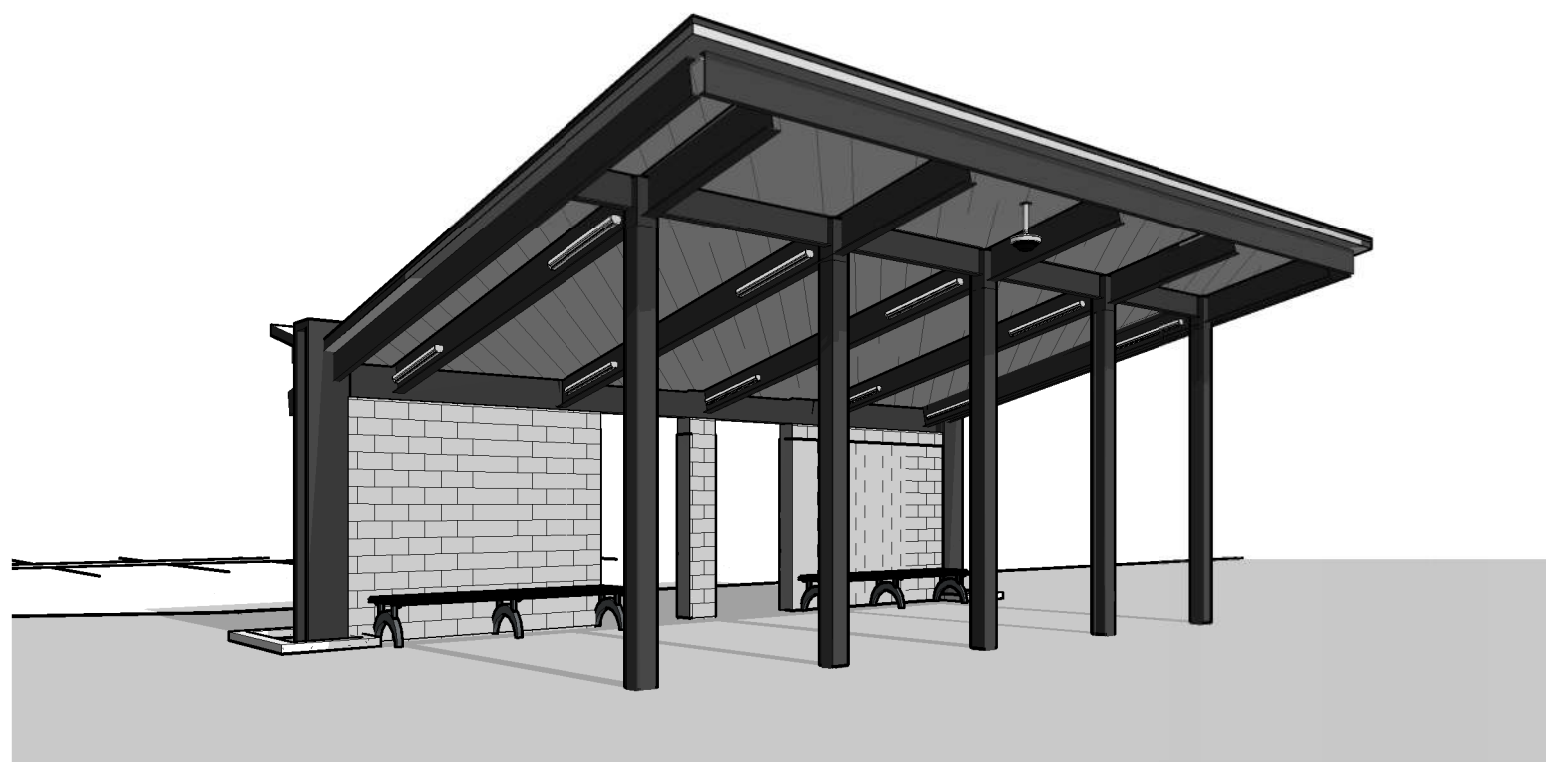
1 EAST ELEVATION - SHELTER

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



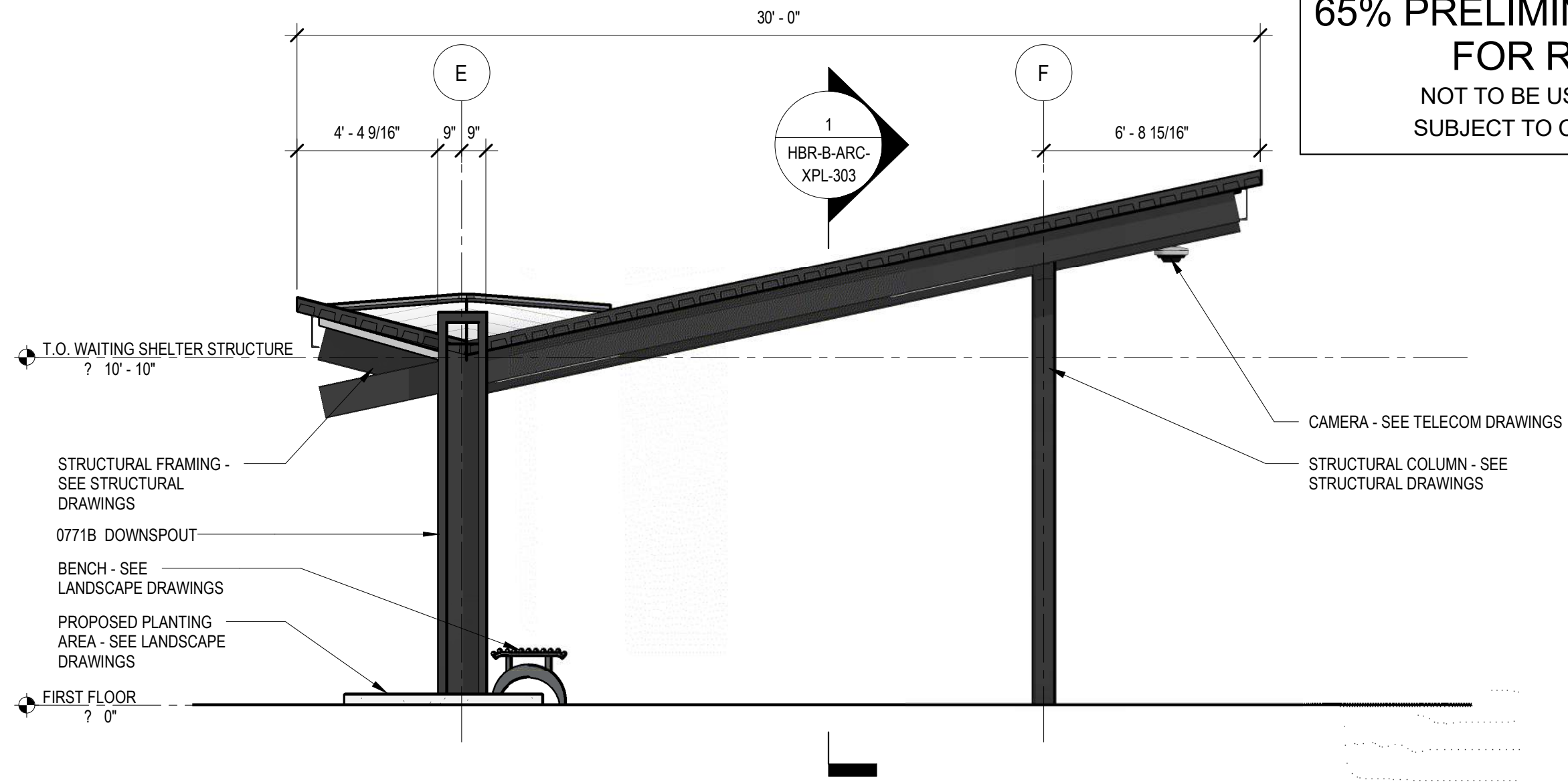
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SCALE: 1/4" = 1'-0"



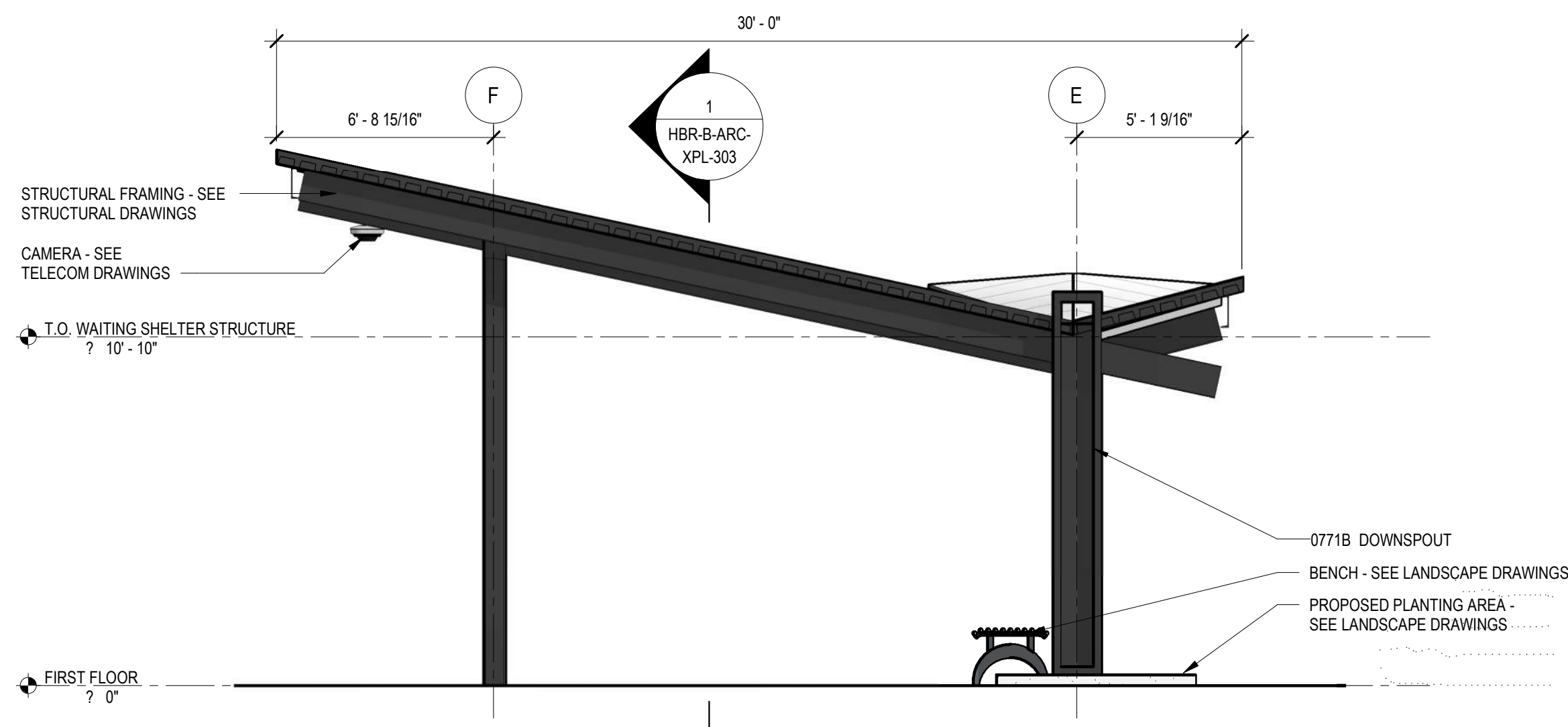
5 3D View 1 - SHELTER

SCALE:



2 SOUTH ELEVATION - SHELTER

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



4 NORTH ELEVATION - SHELTER

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



6 3D View 2 - SHELTER

SCALE:

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DRAWN BY:	ELF
CHECKED BY:	LAV
APPROVED BY:	-

HAMBRIGHT PARK AND RIDE

WAITING SHELTER
EXTERIOR ELEVATIONS

DATE:	09/19/24
SHEET:	HBR-204
DRAWING:	HBR-B-ARC-ELV-202
CONTRACT NO.:	2024000559



Memorandum

To: Huntersville Town Board

From: Brad Priest, Assistant Planning Director

Re: CATS Hambright Park and Ride – Schematic Plan Review

Article 9.39.3 of the Huntersville Zoning Ordinance requires that the Town Board approve the schematic plan for transit shelters built by agencies other than the Town of Huntersville. The Charlotte Area Transit System (CATS) is proposing to construct a Park and Ride facility with bus shelters at 11100 Hambright Road (parcel 01704211). Prior to the construction documents being submitted to town staff for review, CATS is submitting the schematic design (65% Preliminary Plans) for Town Board review and approval.

The Zoning Ordinance does not give any specific review criteria for the Board to consider. However following Town Board approval, staff will review the construction documents for all town ordinances and policies during the commercial site plan review prior to permitting. Any comments from the Town Board will be forwarded to CATS for consideration and recommended implementation.

Planning Staff recommends approval of the schematic plan, to allow the facility to proceed with construction document submittal. If there are any questions, feel free to contact me at 704-766-2211 or bpriest@huntersville.org.



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: Resolution to acquire property - North Meck HAWK Crossing

EXPLAIN REQUEST:

Resolution to acquire property necessary for the construction of the North Meck HAWK Crossing project. This includes 1 parcel, 017-051-07.

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. Exhibit A



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACQUIRE RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE NORTH MECK HAWK CROSSING PROJECT

Resolution No. R-2024-39

WHEREAS, the Town of Huntersville (the “Town”) has determined that the acquisition of fee title right of way, and/or easements is necessary to the delivery of the North Meck HAWK Crossing Project; and

WHEREAS, the Town finds that such title, rights-of-way, and easements, including existing public rights-of-way and easements, are for a public use and necessary for the construction of the North Meck HAWK Crossing Project; and

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

WHEREAS, to meet said defined project delivery schedule, property acquisition process should begin no later than December 2024; and

WHEREAS, the Town’s proposed property acquisition process for the North Meck HAWK Crossing Project will comply with applicable federal and state requirements; and

WHEREAS, the Town has certified that the parcels (“the Property”), represented on Exhibit A, are needed for the North Meck HAWK Crossing Project.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board approves and authorizes the acquisition of the necessary fee title, rights-of-way, and/or easements affecting the parcels described on Exhibit A at a price not to exceed that determined by the appraisals described in the Proposal for Real Estate Acquisition Services by a Professional Property Acquisition Firm and permitted Administrative Adjustments for Right-of-Way Acquisition. No further action is required by this Board to authorize the acquisition.
2. In the event any of the parcels or interest in Exhibit A cannot be acquired by negotiations at the price authorized above, the Town Manager, through counsel, may institute and pursue acquisition by the process of Eminent Domain according to the procedures contained in Chapter 40A, including but not limited to, giving notice of intent to the property owner, executing and filing a complaint and declaration of taking and depositing the necessary appraised value amount with the Clerk of Superior Court of Mecklenburg County.
3. The Town Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and

This Resolution shall be effective as of the date of its adoption.

Adopted this 3rd day of December, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A - PARCEL INDEX
North Meck HAWK Crossing Project

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	017-051-07	The Charlotte-Mecklenburg Board of Education



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Barry Graham, Chief of Police

Subject: Resolution Awarding Service Firearm

EXPLAIN REQUEST:

Officer Bradley Habenicht 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.

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Surplus Firearm Memo



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO APPROVE THE AWARDING OF A SERVICE FIREARM TO A RETIRING LAW ENFORCEMENT MEMBER

Resolution No. R-2024-40

WHEREAS, in accordance with North Carolina General Statute §17F-20, the Governing Board of a law enforcement agency shall award a retiring law enforcement member his or her badge and may, in its discretion, award the member's service firearm; and

WHEREAS, Officer Bradley Habenicht has made an official request to be awarded his service firearm upon his retirement; and

WHEREAS, the Town of Huntersville Board of Commissioners (the "Board of Commissioners") has determined that Officer Habenicht is not ineligible to own, possess, or receive a firearm under the provisions of state or federal law; and

WHEREAS, the Board of Commissioners desires to honor Officer Habenicht for his service to the Town as a law enforcement member by awarding him his service firearm, a Glock Model 45, Serial Number CBKZ845, for the price of \$1.00.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners has determined that Officer Habenicht is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law.
2. Pursuant to G.S. §17F-20, the Board of Commissioners hereby awards Officer Habenicht his service firearm, a Glock Model 45, Serial Number CBKZ845, for the price of \$1.00.
3. The Town Manager and Town Attorney are hereby authorized to take necessary actions and to execute such documents as may be necessary to complete this Resolution.
4. This Resolution shall be effective as of the date of its adoption.

Adopted this 3rd day of December, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



Barry Graham
Chief of Police

HUNTERSVILLE POLICE DEPARTMENT

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

Memorandum

DATE: December 3rd, 2024
TO: Anthony Roberts, Town Manager
FROM: Brian Vaughan, Assistant Chief
SUBJECT: Surplus Glock Model 45

Am J 11/25/24

This is an official request to have the Glock Model 45, Serial Number: CBKZ845 and Streamlight TLR-1s Tactical Light, Serial Number: 519923B issued to Sgt Brad Habenicht, to be considered surplus due to his retirement. North Carolina General Statute § 20-187.2 states that members of North Carolina State, city, and county law enforcement agencies' retiring members shall receive upon request, and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon securing a permit as required by G.S. 14-402 et seq. or 14-409.1 et seq., or without such permit provided the weapon shall have been rendered incapable of being fired.

* Honor * Professionalism * Dedication *

HPD 2.09-F
12/05



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: Call Public Hearing for Petition #R24-07: Everette Keith Residential

EXPLAIN REQUEST:

Petition #R24-07 is a request by the property owners to rezone +/- 106 acres located east of the intersection of Hambright Road and Everette Keith Road (Parcels 01916129, 01916201, and 01916202) from Transitional Residential (TR) to Neighborhood Residential Conditional District (NR-CD). The purpose of the rezoning is to develop a single family detached and attached house development.

ACTION RECOMMENDED:

Call a public hearing for Tuesday January 7, 2025 on R24-07.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Principal Planner

Subject: Call Public Hearing for Petition #R24-10 Merancas Fire Training Facility

EXPLAIN REQUEST:

Call a Public Hearing for Tuesday, January 7, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #R24-10 Merancas Fire Training Facility, a request by Jeffrey Smith on behalf of Central Piedmont Community College to rezone +/- 5.28 acres located at 11700 Old Verhoeff Drive from Campus Institutional and Neighborhood Residential to Special Purpose.

ACTION RECOMMENDED:

Call a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Rebecca Bleich, Planner II

Subject: Public Hearing on Historic Landmark Designation of the Caldwell-Bradford School Site

EXPLAIN REQUEST:

Conduct a public hearing on the historic landmark designation of the Caldwell-Bradford School Site located at 16401 Davidson-Concord Road.

ACTION RECOMMENDED:

Conduct a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Caldwell-Bradford School Staff Report 12-3-24
2. 2_Caldwell Bradford School coversheet
3. 3_Caldwell-Bradford School historic landmark ordinance JRC 10-16-24
4. 4_Caldwell-Bradford School LDR rev 20240930
5. 5_MK4510_HPO comments_Caldwell-Bradford School
6. 6_Caldwell Bradford School_file memo_SHPO comments
7. 7_Caldwell Bradford School_HLC Vote
8. 8_Caldwell Bradford tax deferral letter

Historic Landmark Designation: Caldwell-Bradford School

PART 1: BACKGROUND

The Caldwell-Bradford School is one of the only known surviving one-teacher schoolhouses remaining in Mecklenburg County. The exact date of construction of the school is unknown, but it was likely constructed in the 1890s. The school served students of all ages until 1923 when students were bused to Caldwell Station School or Huntersville High School and the structure was turned into its current use as a residence.

PART 2: STAFF ANALYSIS

Historic landmark designation would be pursuant to Chapter 160D, Article 9, as amended, of the NC General Statutes. Chapter 160D-945 states: *"No property shall be recommended for designation as a historic landmark unless it is deemed and found by the historic preservation commission to be of special significance in terms of its historical, prehistorical, architectural, or cultural importance and to possess integrity of design, setting, workmanship, materials, feeling, and/or association."*

The Charlotte-Mecklenburg Historic Landmarks Commission (HLC) handles the historic preservation initiatives for Mecklenburg County. The Town does not have its own commission.

According to the "Caldwell-Bradford School Coversheet" prepared by the HLC:

"One of Mecklenburg County's only known surviving one-teacher schoolhouses, the Caldwell-Bradford School is historically significant as a representation of the small rural schools that dotted the county in the early 20th century. Built in the 1890s to serve students of all ages, the school is an important artifact of the early years of the county's graded public school system. Lying between two other designated local landmarks – the McAuley Road Farmland and the Cashion-Moore Family Cemetery – the schoolhouse completes the historical narrative of the county's agrarian beginnings. The women who taught in the school, and the children they instructed, hailed from some of the area's earliest settlers, representing families whose surnames remain prominent today (e.g., Jetton, Knox, Cashion, Cowell, and Bradford)."

PART 3: CHARLOTTE-MECKLENBURG HISTORIC LANDMARKS COMMISSION

For designations of properties located within a municipal jurisdiction, that municipality's elected officials have the final say. The HLC identifies properties for designation and provides a recommendation to the municipality for consideration. Once a recommendation has been made, the State Historic Preservation Office (SHPO) is contacted for input. SHPO does not have jurisdiction over local designations. Once SHPO's input has been received, the designation is presented before the municipality for final consideration.

On August 12, 2024, the HLC unanimously decided to recommend the landmark designation for the Caldwell-Bradford School. SHPO then provided comments and concluded that "the building has no historic integrity." The HLC disagreed with these comments and held another vote on October 14, 2024.

According to documentation provided by the HLC, "Two motions were presented and seconded: (1) that the historic landmarks commission find that the Caldwell-Bradford school, 16401 Davidson-Concord Road within the sphere of influence of Huntersville, NC, has the requisite historic integrity and special local significance for historic landmark designation; and (2) that the historic landmarks commission re-affirm its August 12, 2024,

unanimous decision to process the Caldwell-Bradford school for historic landmark designation including the exterior of the school and the associated tax parcel. The commission unanimously approved both motions.”

Despite the differing views of SHPO and the HLC, the decision to historically designate the Caldwell-Bradford School site is solely up to the Town Board.

PART 4: HUNTERSVILLE STAFF RECOMMENDATION

Planning staff recommends approval of the landmark designation of the Caldwell-Bradford School site despite the changes made to the building because of the historical significance of the activities that took place on the property.

PART 5: ACTION RECOMMENDED

Conduct the public hearing and then take final action.

PART 6: FINANCIAL IMPLICATIONS

The property is located in Huntersville’s sphere of influence. Based on the current value and tax rate, the potential amount of deferrable taxes on the Caldwell-Bradford School site would be \$506.01 for Mecklenburg County taxes and \$122.55 for Police District tax and \$93.74 Fire District tax for the Town of Huntersville.

PART 7: ATTACHMENTS

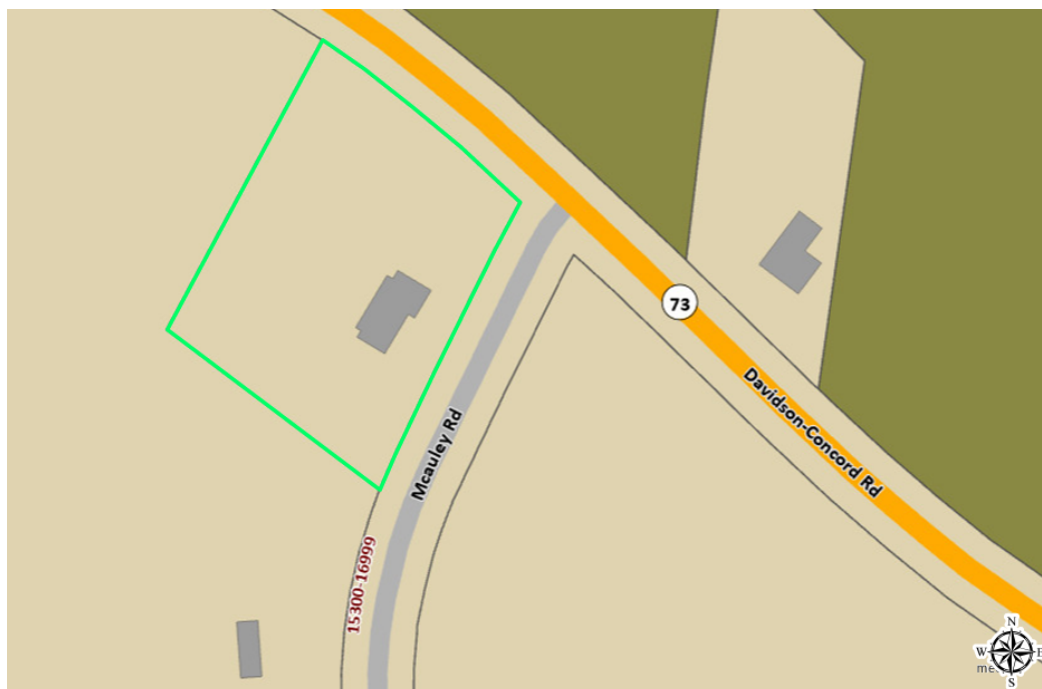
1. Caldwell-Bradford School Cover Sheet
2. Caldwell-Bradford School Landmark Designation Report
3. NC State Historic Preservation Office Letter
4. NC State Historic Preservation Office Memo
5. Charlotte-Mecklenburg HLC Vote
6. Mecklenburg County Tax Assessor’s Office
7. Ordinance

Caldwell-Bradford School

16401 Davidson-Concord Road, Davidson, NC (within Huntersville's Sphere of Influence)



One of Mecklenburg County's only known surviving one-teacher schoolhouses, the Caldwell-Bradford School is historically significant as a representation of the small rural schools that dotted the county in the early 20th century. Built in the 1890s to serve students of all ages, the school is an important artifact of the early years of the county's graded public school system. Lying between two other designated local landmarks – the McAuley Road Farmland and the Cashion-Moore Family Cemetery – the schoolhouse completes the historical narrative of the county's agrarian beginnings. The women who taught in the school, and the children they instructed, hailed from some of the area's earliest settlers, representing families whose surnames remain prominent today (*e.g.*, Jetton, Knox, Cashion, Cowell, and Bradford). As the county's population shifted to urban areas, economic considerations prompted school consolidations. The county Board of Education decided to close the Caldwell-Bradford School in 1923, busing its students to Caldwell Station School or Huntersville High School. Upon its closure, the school building was used as a community space for local groups before its mid-1920s conversion into a residence. The proposed designation is for the exterior of the building and the entire tax parcel.



Ordinance designating as an Historic Landmark a property known as the “Caldwell-Bradford School” (listed under Tax Parcel Identification Number 01108107 and including the exterior of the building and the approximately 1.68 acres of land listed under Tax Parcel Identification Number 01108107 in the Mecklenburg County Tax Office, Charlotte, NC, as of July 1, 2024). The property is owned by John Frank Bragg Jr. and Katharine B. Bragg and is located at 16401 Davidson-Concord Road within the sphere of influence of Huntersville, NC.

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160D, Article 9, Part 4, as amended, of the General Statutes of North Carolina have been met; and

WHEREAS, the members of the Board of Commissioners of the Town of Huntersville, North Carolina, have taken into full consideration all statements and information presented at a public hearing held on the 3rd day of December, 2024, on the question of designating a property known as the Caldwell-Bradford School as an historic landmark; and

WHEREAS, the members of the Charlotte-Mecklenburg Historic Landmarks Commission have taken into full consideration all statements and information presented at a public hearing held on the 14th day of October, 2024, on the question of designating a property known as the Caldwell-Bradford School as an historic landmark; and

WHEREAS, the circa 1890s Caldwell-Bradford School is one of the only known surviving one-teacher schoolhouses remaining in Mecklenburg County and is thereby a rare historically significant representation of the earliest public education institutions that once dotted the county’s rural landscape in the early twentieth century; and

WHEREAS, the Caldwell-Bradford School provided instruction up to grade six for students of all ages throughout the rural Deweese township for more than twenty years; and

WHEREAS, the women who taught in the Caldwell-Bradford School and the children they educated hailed from some of north Mecklenburg County’s earliest settlers, families whose surnames are still prominent in the Huntersville community a century later; and

WHEREAS, the Caldwell-Bradford School is situated between two other significant north Mecklenburg designated local landmarks – the McAuley Road Farmland and the Cashion-Moore Family Cemetery – thereby completing the historical narrative of the county’s agrarian beginnings; and

WHEREAS, the Caldwell-Bradford School evidences the evolution of public education in Mecklenburg County and North Carolina as one-teacher schoolhouses transitioned to the graded-school model through school consolidations and closures and student busing; and

WHEREAS, structural changes made to the Caldwell-Bradford School building after its decommissioning as a school have acquired additional historical significance as a unique century-old example of architectural design and ingenuity in the adaptive reuse of a former educational

resource, leaving the resulting residence as part of the rapidly diminishing inventory of century-old homes that remain in north Mecklenburg County; and

WHEREAS, the land upon which the Caldwell-Bradford School is situated appropriately reflects and preserves the historic location and setting of the structure, and therefore possesses its own special historical significance independent of the structure; and

WHEREAS, based on the foregoing and the additional information further detailed in the *Landmark Designation Report for the Caldwell-Bradford School* (July 2024), all of which is incorporated herein by reference, the Charlotte-Mecklenburg Historic Landmarks Commission has demonstrated that the property known as the Caldwell-Bradford School possesses both historic integrity and special significance in terms of its history, architecture, and/or cultural importance; and

WHEREAS, the property known as the Caldwell-Bradford School is owned by John Frank Bragg Jr. and Katharine B. Bragg.

NOW, THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina:

1. That the property known as the “Caldwell-Bradford School” (listed under Tax Parcel Identification Number 01108107 and including the exterior of the building and the approximately 1.68 acres of land listed under Tax Parcel Identification Number 01108107 in the Mecklenburg County Tax Office, Charlotte, NC, as of July 1, 2024), currently owned by John Frank Bragg Jr. and Katharine B. Bragg, is hereby designated as an historic landmark pursuant to Chapter 160D, Article 9, Part 4, as amended, of the General Statutes of North Carolina. The location of said landmark is noted as being situated at 16401 Davidson-Concord Road within the sphere of influence of Huntersville, North Carolina. Exterior features are more completely described in the *Landmark Designation Report for the Caldwell-Bradford School* (July 2024).
2. That said exterior is more specifically defined as the historic and structural fabric, especially including all original exterior architectural features and the contours of landscaping and that those elements are integral to its historical, architectural, or prehistorical value, as described in *Landmark Designation Report for the Caldwell-Bradford School*.
3. That said designated historic landmark may be materially altered, restored, moved, or demolished only following issuance of a Certificate of Appropriateness by the Charlotte-Mecklenburg Historic Landmarks Commission. An application for a Certificate of Appropriateness authorizing the demolition of said landmark may not be denied, except if such landmark is judged to be of State-wide significance by duly authorized officials of the North Carolina Division of Archives and History. However, the effective date of such Certificate may be delayed and the waiting period before demolition must be observed, as in accordance with Chapter 160D, Article 9, Part 4, and amendments thereto, and hereinafter adopted.

4. Nothing in this ordinance shall be construed to prevent or delay ordinary maintenance or repair of any architectural feature in or on said landmark that does not involve a change in design, material or outer appearance thereof, nor to prevent or delay the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a building inspector or similar official certifies to the Commission that such action is required for the public safety because of an unsafe condition. Nothing herein shall be construed to prevent the owner of the historic landmark from making any use of the historic landmark not prohibited by other statutes, ordinances, or regulations. Owners of locally designated historic landmarks are expected to be familiar with and to follow *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, the guidelines used by the Charlotte-Mecklenburg Historic Landmarks Commission to evaluate proposed alterations or additions.
5. That a suitable sign may be posted indicating that said property has been designated as a historic landmark and containing any other appropriate information. If the owner consents, the sign may be placed on said historic landmark.
6. That the owners of the historic landmark known as the Caldwell-Bradford School be given notice of this ordinance as required by applicable law and that copies of this ordinance be filed and indexed in the offices of the Town Clerk, Building Standards Department, Mecklenburg County Register of Deeds, and the Tax Supervisor, as required by applicable law.
7. That which is designated as a historic landmark shall be subject to Chapter 160D, Article 9, Part 4, of the General Statutes of North Carolina as amended, and any amendments to it and any amendments hereinafter adopted.

Adopted the 3rd day of December, 2024, by the members of the Board of Commissioners of the Town of Huntersville, Mecklenburg County, North Carolina.

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Landmark Designation Report for the



Caldwell-Bradford School 16401 Davidson-Concord Road Davidson, North Carolina

Prepared by:
Susan V. Mayer, Principal
July 2024

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General Information

Historic Names of Property:	Caldwell-Bradford School, Caldwell School
Address of Property:	16401 Davidson-Concord Road Davidson, NC 28036
PIN:	01108107
Deed Book & Page:	Mecklenburg County Deed Book 34787, Page 866
Amount of Land/Acreage to be Designated:	1.680 acres
Ad Valorem Tax Value:	The 2023 assessed real estate value of parcel 01108107 which includes the Caldwell-Bradford School is \$280,400.
Recommendation for Designation:	Exterior designation of the Caldwell-Bradford School and all the property within Mecklenburg County parcel 01108107.
Name/Address of Current Property Owner:	John Frank Bragg, Jr., and Katharine B. Bragg 1031 S. Caldwell Street Charlotte, NC 28203

Chain of Title

Grantor	Grantee	Date	Deed Book/Page	Notes
Karen Karaffa Gochnauer, widow	John Frank Bragg, Jr. and wife Katharine B. Bragg	July 10, 2020	34787/866	Parcel #1, 1.68 acres Parcel #2, 36.19 acres
Lillie H. Caldwell	Robert Gochnauer and wife, Karen Gochnauer	May 27, 1977	3948/238	Parcel #1, 1.68 acres Parcel #2, 36.19 acres
Paul R. Ervin	John G. Caldwell and wife, Lillie H. Caldwell	March 17, 1933	837/2	67.33 acres
John G. Caldwell and wife, Lillie H. Caldwell	Paul R. Ervin	March 11, 1933	832/87	67.33 acres
Jno. G. Caldwell and wife, Lillie H. Caldwell	J. R. Beard, trustee Bank of Cornelius	March 1, 1932	816/192	Deed in Trust (mortgage on 67.33 acres for \$700)
S. T. Caldwell and his wife Mary Caldwell	Jno. G. Caldwell	January 26, 1929	817/107	67.33 acres
S. T. Caldwell and his wife, Mary Caldwell	John G. Caldwell	December 26, 1922	605/262	59.75 acres "including about $\frac{3}{4}$ acre School House lot" ¹
M. E. Caldwell	H. J. Washam, J. Y Weddington and M.	April 7, 1884	37/310	0.75 acres

¹ The Caldwell-Bradford School was ordered by the Mecklenburg County Board of Education to be auctioned in March 1927 along with ten other closed schools. However, it appears that ownership of the property reverted to or had been retained by the Caldwell family while the school was still in operation. No deed was found to indicate any transfer of ownership to or from the Mecklenburg County Board of Education. It may be that the building was to be auctioned, or that the Board later found that they did not own the property.

	E. Caldwell (and their successors in office), Public School Committee of District No. 40			
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Abstract

Statement of Significance

The Caldwell-Bradford School is one of the only known surviving one-teacher schoolhouses remaining in Mecklenburg County and is historically relevant as a representation of these institutions that dotted the rural landscape in the early twentieth century. The one-teacher school served students of all ages in the immediate community. As school consolidation intensified in the 1920s, the Caldwell-Bradford School was closed in October 1923 by the Mecklenburg County Board of Education, and students were bused to Caldwell Station School or Huntersville High School, and the structure was converted into its current use as a residence. Lying between two other significant rural local landmarks in north Mecklenburg—the McAuley Road Farmland and the Cashion-Moore Family Cemetery—the schoolhouse completes the historical narrative of the county’s agrarian beginnings. Although student records are unavailable, the women who taught in the school hailed from some of north Mecklenburg’s earliest settlers, families whose surnames are still prominent in the community a century later, including Jetton, Knox, Cashion, Cowell, and Bradford. Despite the changes to the structure after its decommissioning as a school, those changes themselves have acquired historical significance as a century-old example of ingenuity in the adaptive reuse of a former educational resource and are part of north Mecklenburg’s rapidly diminishing inventory of century-old homes.

Integrity Statement

Location - HIGH

The Caldwell-Bradford School is located at its original site of construction.

Design - LOW

The Caldwell-Bradford School has low integrity of design, as it was heavily modified from its original appearance as a schoolhouse into a residence.

Setting - MODERATE

At its time of construction, the Caldwell-Bradford School was in a rural area on a macadam road with little traffic. Today, NC-73 is a heavily trafficked route that is scheduled to be widened, and development in the area has lessened the rural setting. Despite these changes, the rural setting along McAuley Road has been preserved as a gravel road with farms, which raises the integrity of setting to moderate.

Materials - LOW

The Caldwell-Bradford School has vinyl siding over its wood weatherboard siding, asphalt shingle roof where there was likely metal roofing, and vinyl replacement windows in place of the original wood sash.

Workmanship - MODERATE

The Caldwell-Bradford School has moderate integrity of workmanship, as the contrast between the original school portion and the residential addition are clearly visible in the crawlspace.

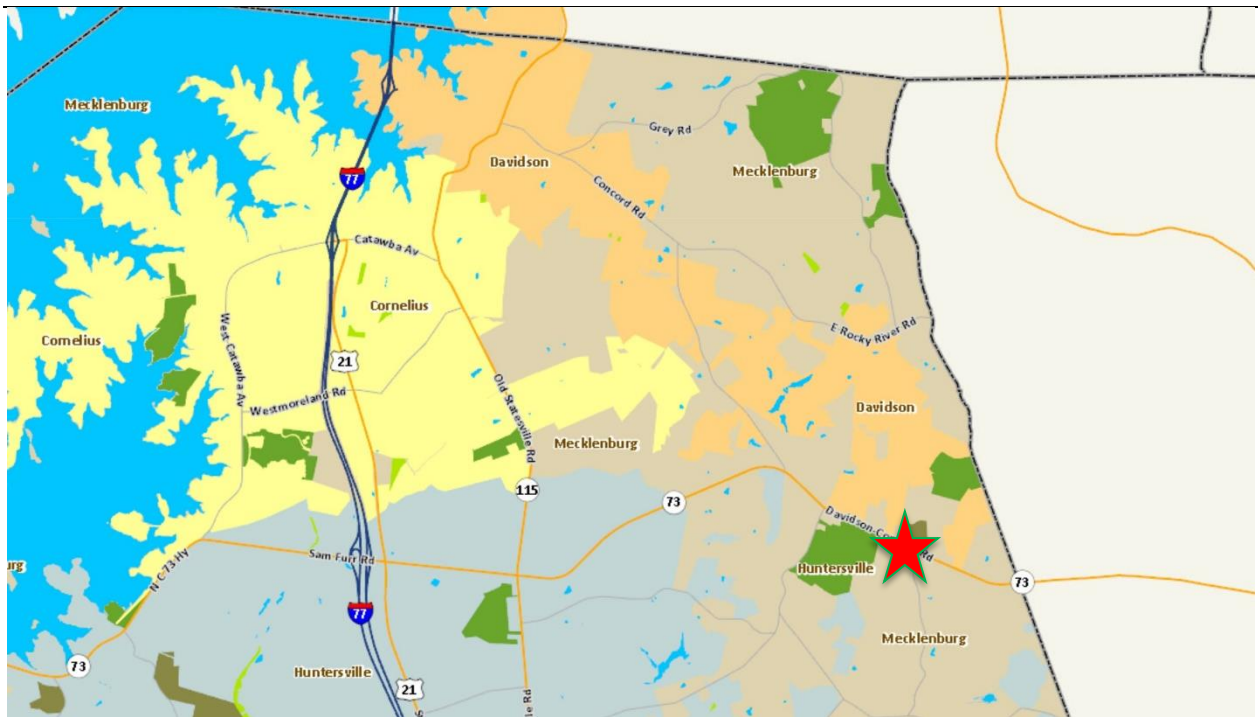
Feeling - LOW

The Caldwell-Bradford School has low integrity of feeling, as the property’s conversion from a school to a residence provides no visible evidence of its original use.

Association - HIGH

The Caldwell-Bradford School is historically significant as a former one-teacher schoolhouse in northern Mecklenburg County. For this reason, its historic association is high.

Maps



Source: POLARIS 3G



Source: POLARIS

Historical Background

One of the only known surviving one-teacher schoolhouses left in Mecklenburg County, the Caldwell-Bradford School is historically relevant as a representation of the small schools that dotted Mecklenburg County in the early twentieth century. The school served students of all ages in the immediate community. As school consolidation intensified in the 1920s, the Caldwell-Bradford School was closed in October 1923 by the Mecklenburg County Board of Education, and students were bused to Caldwell Station School or Huntersville High School, and the structure was converted into its current use as a residence.

Early Mecklenburg County Education

The foundations of the modern graded school system in North Carolina date to the 1839 passage of the Education Act, which established a public school system in the state. The position of state superintendent of common schools, which led the Department of Public Instruction, was created in 1852. The 1868 state constitution included Article IX dedicated to education policy in the state. Taxation was to fund public schools “free of charge to all the children of the State between the ages of six and twenty-one years.”² Counties were to be divided into districts with at least one public school open for a minimum four-month term. However, these grand plans were slow to be instituted, as the General Assembly found it difficult to fund instruction for a population that now included over 100,000 children of formerly enslaved people.



Figure 1 Sugaw Creek School was built in 1837 and still stands in front of Sugaw Creek Presbyterian Church in Charlotte. From Sugaw Creek Presbyterian Church, <https://www.sugawcreekpc.com/history>.

The history of public education in Mecklenburg County extended back to the colonial period, when Queen’s College was organized in 1771 as the first institution of higher education in North Carolina. In 1778 trustees organized Liberty Hall Academy, the first publicly-funded school in Charlotte, but it

² 1868 North Carolina constitution, Article IX, Section 2.

too was shortlived, closing in September 1780 when Lord Charles Cornwallis occupied the town.³ In the years before the Civil War, the education of Mecklenburg County students was privately funded at academies typically tied to or located near churches. Among these were schools at the Presbyterian churches at Sugaw Creek, Sardis, Hopewell, and Providence.⁴

Although voters in Greensboro approved the creation of a public graded school in 1870, Mecklenburg County was the site of the first public graded school in North Carolina. The Charlotte school was established by Rev. J. B. Boone in October 1873. The new school, which replaced an inadequate one-room structure, was funded by the city, \$600 from the Peabody Fund, and private contributions. Six teachers were employed for the eight-month term, and the average attendance was 175 students. However, the school was short-lived and closed due to lack of funds.⁵ Charlotte voters again approved a public graded school in January 1880, though its opening was delayed by lawsuits for nearly two years.⁶

Education in Deweese Township in northern Mecklenburg County had received public funding since at least 1871. The report of the Public School Fund of Mecklenburg County, which was published annually in newspapers starting in 1872, recorded two teachers, W. S. Black and W. L. Brown, who had been paid for their services in the township. The men were paid \$200 for two four-month terms in 1871, and Brown received an additional \$82.50 in March 1872.⁷ The 1873 report also listed the teachers at Black schools in the township: Sarah J. Johnston was paid \$15.00 in October 1872; Laura Holms was paid \$22.00 in November 1872; and Louisa Miller was paid \$25.00 in November 1872. According to the report, school terms in Mecklenburg County ranged from two to five months. Teachers were paid according to their teacher certificate level and the average attendance number of students.⁸ By 1874 the growth of public education in Mecklenburg County was evident. In Deweese Township six teachers were paid for services at white schools and two teachers at Black schools. For the entire county, 46 public schools served 1,702 white children (with an average attendance 1,122) and 34 public schools served 1,824 Black children (with an average attendance 1,127) during the 1873-1874 school term.⁹

³ D. A. Tompkins, *History of Mecklenburg County and the City of Charlotte from 1740 to 1903* (Charlotte: Observer Printing House, 1903), 72-73.

⁴ Dan L. Morrill, Sugaw Creek School House & Associated Properties, survey and research report, Charlotte-Mecklenburg Historic Landmarks Commission, September 1, 1976, <http://landmarkscommission.org/wp-content/uploads/2018/07/Sugaw-Creek-School-House-SR.pdf>, accessed May 17, 2024.

⁵ LeGette Blythe and Charles R. Brockman, *Hornets' Nest: The Story of Charlotte and Mecklenburg County* (Charlotte: McNally of Charlotte, 1961), 221.

⁶ Stewart Gray, Caldwell Station School, survey and research report, Charlotte-Mecklenburg Historic Landmarks Commission, 2009, <http://landmarkscommission.org/wp-content/uploads/2018/05/Caldwell-Station-School-SR.pdf>, accessed May 17, 2024.

⁷ "Public Schools in Mecklenburg County," *Charlotte Democrat*, June 18, 1872.

⁸ "Public Schools in Mecklenburg," *Charlotte Democrat*, July 8, 1873.

⁹ "Public Schools in Mecklenburg," *Charlotte Democrat*, July 20, 1874.

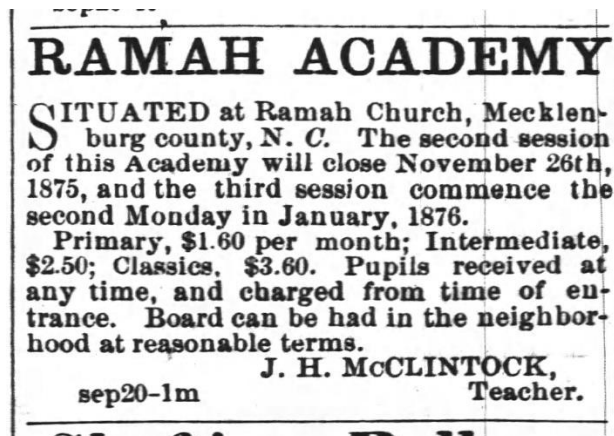


Figure 2 Advertisement for Ramah Academy published in *Southern Home*, September 27, 1875.

While schools likely operated in Deweese Township, there is little record of any outside of Davidson. In 1875 J. H. McClintock opened Ramah Academy at Ramah Presbyterian Church. A graduate of Davidson College, McClintock previously taught at Alexandriana. According to a September 1875 advertisement he placed in *Southern Home*, the monthly tuition for the school was \$1.60 for primary grades, \$2.50 for intermediate grades, and \$3.60 for Classics. Non-local students could board with local families. The second session of the school was underway and was scheduled to end on November 26, with the next session beginning in January 1876.¹⁰ Ramah Academy may have been publicly subsidized, as McClintock was paid \$40.00 in August 1876 and \$80.00 in December 1876 from the Public School Fund. It was common for teachers to teach at more than one school in a year, for according to D. A. Tompkins, “many teachers taught two or three schools in one year, as the terms continued only from two to five months.”¹¹ Ramah Academy operated until 1877, when McClintock moved the school to Huntersville. He was elected county superintendent of public instruction in 1882.¹²

A superintendent of education oversaw the public schools in Mecklenburg County. School committees were appointed by the county commission to manage schools in their district; these were largely white male landowners, and they were responsible for the upkeep and staffing of both white and Black schools. In the 1881 school report, District 40 committeemen were Marcus E. Caldwell, J. C. Black, and Henry J. Washam.¹³ This structure was slightly altered in 1885, when the Mecklenburg County Board of Education was established to oversee education for both White and Black schools in the unincorporated areas of the county.¹⁴

¹⁰ *Southern Home*, September 27, 1875.

¹¹ Tompkins, 167.

¹² *Southern Home*, January 15, 1877; “Meeting of the Justices,” *Charlotte Observer*, August 8, 1882.

¹³ “Mecklenburg School Committeemen,” *Charlotte Democrat*, December 9, 1881.

¹⁴ Gray, Caldwell Station.

Caldwell-Bradford School



Figure 3 The Marcus E. Caldwell House still stands on Davidson-Concord Road near the Caldwell-Bradford School. It was built after the original family residence burned in 1877. From Family Search, https://www.familysearch.org/memories/memory/176941606?cid=mem_copy.

The Caldwell-Bradford School gained its name from the two families who patronized the school. Patriarch Marcus Ephraim Caldwell was born in 1824 to James Caldwell (1790-1839) and Araminta Beatty Parks Caldwell (1796-1845). He married Nancy Amanda Sloan (1834-1883) in 1852, and they raised nine children together on their north Mecklenburg County farm: Emma (1853-1855), James S. (1855-1856), Oliver C. (1857), Sylvester Theodore "S. T." (1858-1935), William S. (1860-1913), Harriet Leonora (1862-1930), Lizzie V. (1866-1867), Ferrie A. (1869-1889), Della Mae (1875-1964), and Louise (died 1906). Marcus served in Company K of the 56th North Carolina Regiment during the Civil War and was a ruling elder at Ramah Presbyterian Church. The Caldwell family lived on the Concord Road not far from the Cabarrus County line. S. T. Caldwell and Harriet Caldwell Bradford lived nearby and sent their children to the local schools. S. T. married Alice May Price of Steele Creek Township in 1887. They had six children: James Price (1888-1918), Walter Graham (1890-1953), Louise S. (ca. 1893), John Grier (1894-1971), Theodore Jackson (1896-1973), and Elizabeth C. (1900-1976).¹⁵ Harriet married Charles Wilson Bradford and resided just over the Cabarrus County line with her large family: Cecil DeWitte (1887-1961), Grace (1889-1978), Mary Belle (1890-1985),

¹⁵ "Married," *Charlotte Democrat*, December 23, 1887; "Married," *North Carolina Herald*, December 21, 1887.

Robert Caldwell (1892-1958), and Nora (1893-1967). Charles died in 1894. Eighteen months later their house burned down, and Harriet and the five children moved in with her father.¹⁶

S. T. Caldwell, known by some as Vest, was likely educated at local schools. In July 1878, he attended the second annual session of the Normal School at the University of North Carolina at Chapel Hill. While no record of his work as a teacher has been found, S. T.'s support for education continued throughout his life. If he did teach, his career may have ended on February 14, 1883, when he lost one of his hands in a cotton gin accident.¹⁷ S. T. and May encouraged their children's education, and many of them attained college degrees. Walter graduated from North Carolina Agricultural and Mechanical College with a Bachelor of Science degree in agriculture in 1914. Theodore studied engineering at N. C. State and the University of North Carolina.¹⁸

¹⁶ Pat Borden, "Mecklenburg Declaration Day: A Special Moment for 2 Sisters," *Charlotte Observer*, May 20, 1976.

¹⁷ "At the Normal School," *Southern Home*, July 12, 1878; Reports of the University Normal School of 1878.15-19; "Spirits Turpentine," *Wilmington Morning Star*, February 18, 1883.

¹⁸ *The North Carolina Agricultural and Mechanical College Record* 13, No. 4 (March 1915), 192, 200.

which the Board after due consideration approved and instructed to Supt. to forward a blank deed.”²⁰ The transaction was made the following week, with Marcus selling to the district committee just over an acre of land “on the great road” for \$37.50.²¹ While no details of construction were recorded in Board of Education minute books or newspapers, it was likely that a new schoolhouse was built on the site. This building may have been the same one which stockholders of Ramah Academy, which included Marcus Caldwell, agreed to donate to the trustees of Ramah Presbyterian Church to be held in trust for use as a session house in 1898.²²

In July 1902, the *News* reported that S. T. Caldwell met in Charlotte with Superintendent Cochran to discuss the special school tax to fund the lengthening of the Caldwell-Bradford School term. As the article noted, “The law says that any school district township or county may levy a special tax provided a majority of the free holders of that township, county or school district, favor such a tax.”²³ This lobbying was a result of the increased attention to streamlining education in North Carolina under the administration of Governor Charles Brantley Aycock. The *Encyclopedia of North Carolina* provides a succinct explanation of Aycock’s motives and initiatives in his term as the state’s Education Governor:

Appalled by the number of children younger than 14 employed in cotton mills, Governor Charles B. Aycock emphasized the importance of education for all North Carolinians in his inaugural address of January 1901 (Aycock’s actual policies reflected his desire for a better-educated white population to keep the Democrats in power). The new governor soon formed the Central Campaign Committee for the Promotion of Public Education, which began operations in 1902 from its headquarters in the office of Superintendent of Public Instruction James Y. Joyner. The committee’s stated purpose was to advance public education through all possible legal means, such as campaigning for local school taxes, consolidation of school districts, better school buildings and equipment, longer school terms, and better-trained and higher-paid teachers.²⁴

The General Assembly amended the Public School Law in 1901 to allow districts to levy taxation to fund a four-month school term. Citizens of Steele Creek School District 2, Erwin School, had been the first in Mecklenburg County to request a special tax district with an election called on July 5, 1901.

²⁰ Mecklenburg County Board of Education Minutes Book 1885-1895, 105, in the Mecklenburg County Board of Education records, J. Murrey Atkins Library Special Collections and University Archives, University of North Carolina at Charlotte.

²¹ Mecklenburg County Deed Book 66, Page 305.

²² Nell Bradford Jenkins, *They Would Call It Ramah Grove: A History of Ramah Presbyterian Church* (Huntersville, NC: Ramah Presbyterian Church, 1999), 25-26.

²³ “For Longer School Term,” *Charlotte News*, July 17, 1902.

²⁴ Benjamin R. Justesen, Scott Matthews, et. al., “Public Education, Part 4: Expansion, Consolidation, and the School Machinery Act,” in William S. Powell, ed., *Encyclopedia of North Carolina*, <https://www.ncpedia.org/public-education-part-4-expansion>, accessed May 1, 2024.

While reports are unclear whether the first test of the supplemental funding system succeeded, S. T. was not alone in pursuit of better educational opportunities for his family and community.²⁵

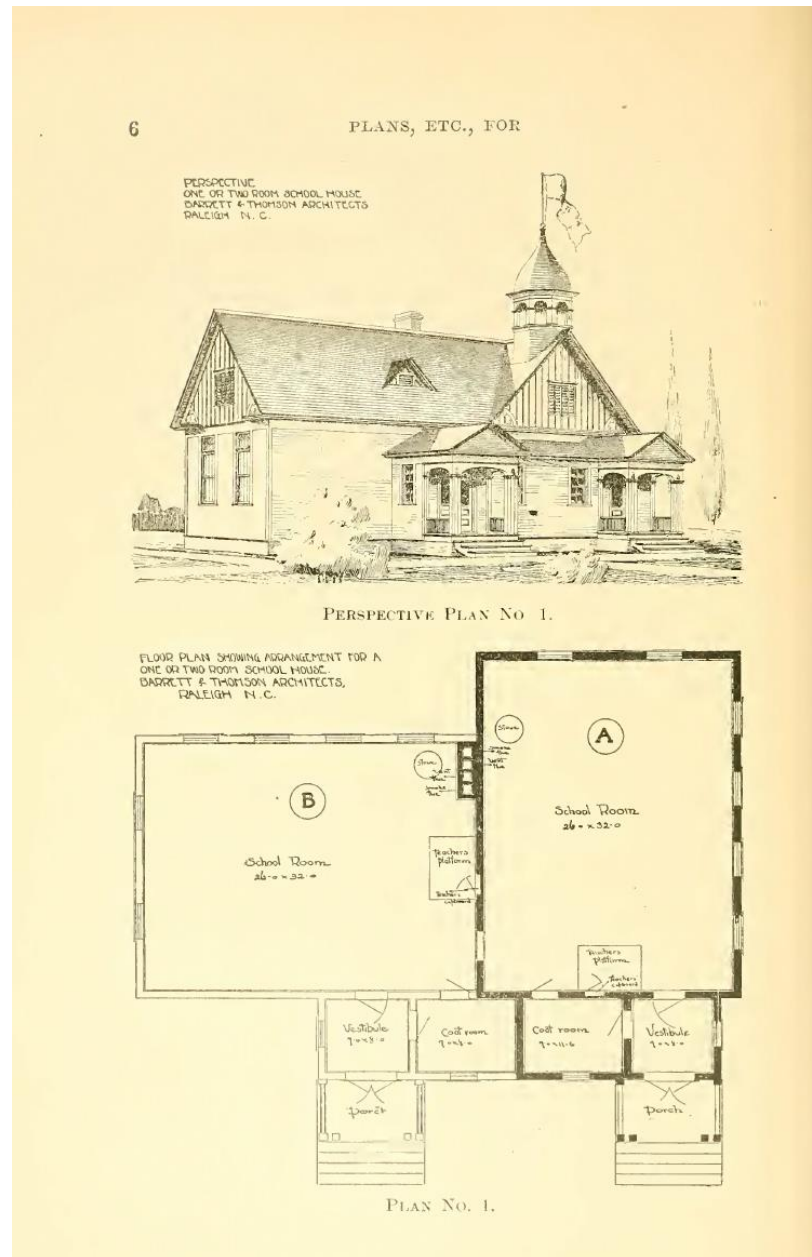


Figure 5 Recommended plan for one-room schoolhouse with optional expansion to two rooms. Barrett & Thompson, Architects, *Plans for Public School Houses* (Raleigh: Edwards & Broughton, 1903), 6.

In August 1903 the Board of Education approved a petition from landowners in Deweese School District 3, Caldwell-Bradford School, to hold an election for a special school tax. The petition was sent to the county board of commissioners for their consideration along with other petitions. In

²⁵ "School Tax Election," *Charlotte News*, June 8, 1901.

September, Superintendent Cochrane visited the Caldwell-Bradford district and Huntersville Districts 1 and 4, which had also requested a special tax election to fund an eight-month school term. On the day the school terms opened for all Mecklenburg County schools, the special tax election was held for Steele Creek #5 (Shopton School), Deweese #3 (Caldwell-Bradford School), Huntersville #1 (Huntersville School), and Dilworth School.²⁶ The measure seemingly passed, though mention was not made in either Board of Education minutes or newspapers. But by the end of the school term in 1904, Caldwell Bradford School received an additional \$300 in appropriations from the Board of Education. These funds were provided by the Mecklenburg-Henderson Fund, backed by F. C. Abbott and other real estate boosters in Charlotte, specifically to school districts with special school taxes, which indicates that the tax vote was successful.²⁷



Figure 6 The former White Oak School in Barbour County, West Virginia, was built before 1902 and displays a similar appearance to the Caldwell-Bradford School. It has since been demolished. From post by Joyce Fletcher, Dull Men’s Club group, Facebook, April 8, 2024.

The date of construction of the Caldwell-Bradford School is unknown, but it was likely constructed before 1903. That year, as part of the educational reforms championed by Governor Aycock and State

²⁶ “Board to Enforce the School Laws,” *Charlotte News*, August 10, 1903; “Educational Matters,” *Charlotte News*, October 3, 1903; “Educational Matters,” *Charlotte News*, October 31, 1903.

²⁷ “Money for Rural Schools on Hand,” *Charlotte News*, June 29, 1904.

Superintendent J. Y. Joiner, the Department of Public Instruction issued schoolhouse plans by Barrett & Thomson of Raleigh. The original schoolhouse portion of the Caldwell-Bradford School does not follow the specifications for a one-room schoolhouse. Ceilings were to be at least thirteen feet clear from the finished floor, and in the Caldwell-Bradford School the ceilings are nine feet. The recommended roofline was also much steeper and taller, though school committees were allowed to omit the tower and porch as cost-cutting measures.²⁸ The extant Caldwell-Bradford School was built by 1906, as school board minutes from the June meeting ordered, “The school building in Deweese No. 3 is to be repaired and be put in first-class condition for the fall opening.”²⁹



Figure 7 The 1911 Mecklenburg County map shows the location of the Caldwell-Bradford School at the corner of the Concord Road and McAuley Road.

²⁸ Barrett & Thompson, Architects, *Plans for Public School Houses* (Raleigh: Edwards & Broughton, 1903), 10.

²⁹ “\$3,000 School Building at Davidson,” *Charlotte News*, June 28, 1906.

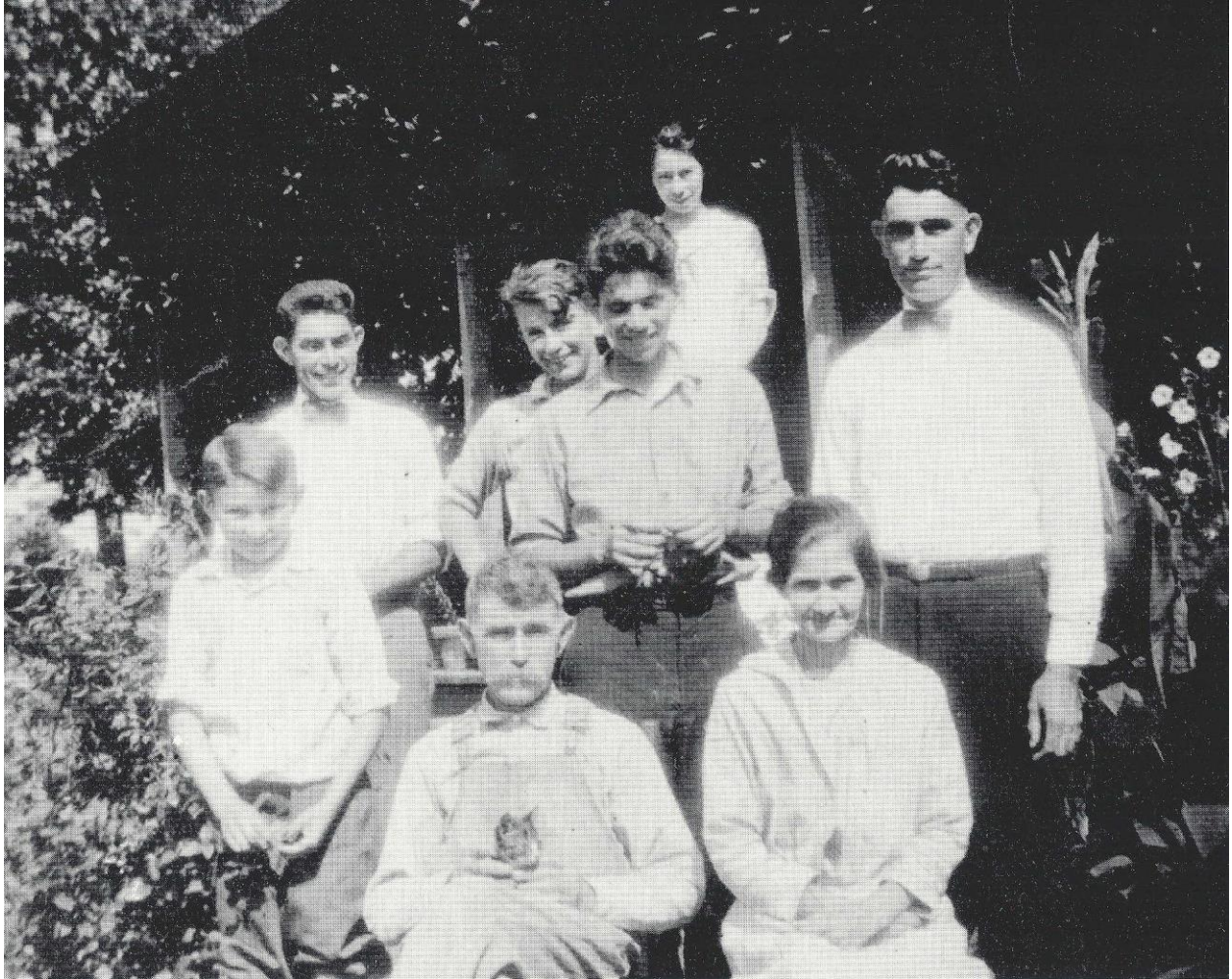


Figure 8 Several children of Jesse Robert and Cora Stenhouse Barnhardt—(left to right in back) Harris Rumple, Edward Stenhouse, James Leonard, John Robert, Kathleen, and William Guy—attended the Caldwell-Bradford School. “Jesse Robert Barnharddt (sic) Family,” posted by rsbarnhardt, Ancestry.com.

While a roster of students who attended the Caldwell-Bradford School is not extant, newspaper reports and local histories provide some names of alumni. Ed Barnhardt was interviewed for a 1989 article, and he remembered that one day at the school “the boys got so excited at a dog and rabbit chase that some of the boys jumped out the window, and school was suspended for a time.”³⁰ He and several of his siblings, including John Robert Barnhardt and Kathleen Barnhardt, attended Caldwell-Bradford School along with children from the Caldwell, Bradford, and White families. John Robert scored fourth highest among county boys on the high-school entrance exam in 1917. Kathleen became a teacher and even taught at Caldwell-Bradford for a short period.³¹ Students recorded as

³⁰ “Ramah’s Rich Heritage,” *Charlotte Observer*, September 24, 1989.

³¹ “Miss Williamson Gets the Honors,” *Charlotte News*, April 15, 1917; Jenkins, 109.

having perfect attendance in December 1913 included Kathleen and John Robert along with Elizabeth Caldwell, Albert Deweese, and White siblings Bertha, Lucile, Harold, and Thomas.³²

Teachers at the Caldwell-Bradford School included:

- Essie Jetton was assigned to the school in 1905-1906. She was a career teacher who later taught for thirty years at Davidson High School.³³
- Mason Lee Cashion, Sr. taught at the school during the 1907-1908 term. He graduated from Erskine College and moved to Texas in 1912, where he was the secretary of the YMCA at Austin College.³⁴
- Mary Loretha Cowell was assigned to the school in September 1911. She later taught at Huntersville High School before entering the social work field.³⁵
- Loma Harris Alexander graduated with an A. B. degree from Presbyterian Female College (today Queens University of Charlotte) in 1909. She married Cecil DeWitte Bradford, a nephew of S. T. Caldwell who she likely met while teaching at Caldwell-Bradford during the 1913-1914 term.³⁶
- Hattie Octavia Knox was listed as the principal teacher at the school in 1915 and 1918. She became a Presbyterian missionary in western North Carolina before joining her sister in Korea.³⁷
- Nora Wilson Bradford, niece of S. T. Caldwell, may have attended Ramah Academy and Caldwell-Bradford School. She studied home economics at Columbia University. Nora was named principal teacher at Caldwell Bradford School starting in September 1920. But her tenure must have ended in 1922, since in June she had taken the position of Moore County Home Demonstration Agent and was living in Carthage. She later worked as a home economist for General Foods, Inc. and for the War Department at the Pentagon in Washington,

³² "Children Not Tardy or Absent during the Year," *Charlotte News*, December 13, 1913.

³³ "Miss Eva Estelle Jetton," *Charlotte Observer*, December 20, 1962.

³⁴ Mason Lee Cashion, Sr., <https://www.findagrave.com/memorial/71653146/mason-lee-cashion>.

³⁵ "Many County Schools Open," *Charlotte Daily Observer*, September 19, 1911; "Attendance of Children of the County Schools," *Charlotte News*, March 18, 1913.

³⁶ "Mrs. Bradford," *Charlotte News*, June 30, 1969; "Off to School," *Charlotte News*, September 21, 1904; "Diplomas to Graduates," *Charlotte Evening Chronicle*, May 12, 1909.

³⁷ "Full Roster of County Teachers," *Charlotte Observer*, October 17, 1915; "Organization to Make Big 'Drive' for War Savings," *Charlotte News*, February 25, 1918; Federation of Christian Missions in Japan, *The Christian Movement in Japan, Korea & Formosa*, Vol. 23 (Tokyo: Japan Times and Mail, 1925), 645-646.

D. C.³⁸ Student Ray Whitley remembered that Nora would bring soup from home on cold days.³⁹

School Consolidation

School consolidation had been a debated issue since the Aycock administration. Officials including State Superintendent Joiner saw the growing population shift across the country from rural to urban areas to be a cause for concern. In his biennial report on the state of education in North Carolina published in 1902, he advocated for increased educational opportunities for the state's farmers:

Eighty-two per cent of the population of North Carolina is rural and agricultural. The great masses of our people, therefore, are dependent upon the rural schools for education. These rural schools, then are the strategic point of the educational system of the State. The very preservation of the rural population depends upon the preservation and the improvement of these schools. The best people of all classes are going to reside where they can get the best educational opportunities for their children. To keep such people on the farms and check the disastrous annual drain upon the best blood of the country by the towns and cities, these rural schools must be made adequate to the educational needs of the people, and equal in merit to the best public schools of the towns and cities, and the character of the instruction given in them must be such as to educate for farm life rather than educate away from farm life. With such schools, the country is the ideal place for the education of man.⁴⁰

The Rural High School Act (1907) authorized the establishment of high schools in rural towns:

With the consent of the State Board of Education, the County Board of Education in any county may, in its discretion, establish and maintain, for a term of not less than five school months in each school year, one or more public high schools for the county at such place or places as shall be most convenient for the pupils entitled to attend and most conducive to the purposes of said school or schools.⁴¹

Within four years there were 200 public rural high schools in North Carolina. These high schools were required to have a minimum of three teachers. One-teacher schools like Caldwell-Bradford School only taught up to grade six, so students could then graduate into a high school by passing an

³⁸ "New Teachers Named," *Charlotte News*, September 7, 1920; "Teachers Being Picked for Year," *Charlotte News*, July 6, 1921; "Miss Bradford Goes to Raleigh," *Moore Community News*, June 1, 1922; *Charlotte Observer*, October 15, 1922; "N. C. Bankers in Annual Convention Discussing the Farmer's Problems," *Charlotte Observer*, May 4, 1923; "A 30-Year Romance Results in Wedding Ceremony Here," *News and Observer*, January 29, 1956; "Frank Parkers to Live Here," *News and Observer*, January 30, 1956; "Mrs. Parker," *Charlotte News*, April 27, 1967.

³⁹ Jenkins, 109.

⁴⁰ J. Y. Joiner, *Biennial Report of the Superintendent of Public Instruction of North Carolina for the Scholastic Years 1900-1901 and 1901-1902* (Raleigh: Edwards & Broughton, 1902), 58.

⁴¹ "Public High School Law," *The Rules and the Law Relating to the Establishment of Public High Schools in North Carolina* (Raleigh: State Superintendent of Public Instruction, 1907), 8.

entrance exam. In April 1915, students, John Bradford and Elizabeth Caldwell, received their diplomas from Caldwell School.⁴²

In March 1916, a delegation from Caldwell Station requested the school there be reopened. The school had closed several years before, and students were sent to Huntersville.⁴³ The request was approved and ordered by the Board of Education.⁴⁴ So said the *Daily Observer*,

The Caldwell school was re-established yesterday, this link in the county chain having been discontinued several years ago and its pupils consolidated with the personnel of the Huntersville school. With the growing needs for a school which have appeared since the temporary decrease of the institution, the board unanimously voted for its rehabilitation.⁴⁵

A new building was constructed at Caldwell Station by W. E. Potts. The new school enrolled approximately 50% more students than Caldwell-Bradford School, though the former was in Huntersville Township while the latter fell within Deweese Township. To compare the two schools, in December 1917 Caldwell-Bradford School had an enrollment of 19 students with 78% attendance, and Caldwell Station School had an enrollment of 27 students with 85% attendance. In January 1918, once the harvest season was fully over, Caldwell-Bradford School had an enrollment of 19 students with 67% attendance, while Caldwell Station had an enrollment of 31 students with 70% attendance. At the end of the term in May, the final enrollment at Caldwell-Bradford School was 21 students with an average daily attendance of 14 students, making it one of the smallest schools in the county. Caldwell Station School enrolled 46 students with an average attendance of 21 students.⁴⁶ The decrease in rural students was attributed to the continued rural-to-urban population movement. As noted by county Superintendent J. M. Matthews, "The decrease is taken as incontrovertible evidence of the widely accepted fact that the people of the nation are still leaving the farms to enjoy the greater luxuries and delights of urban life and that, in spite of the back to the farm cry that has been going up for several years the actual trend back to the farm has not begun, so far as this country is concerned at least."⁴⁷

Matthews and other county superintendents fully embraced school consolidation by the end of World War I, and innovations in transportation made the process easier. The General Assembly had initially authorized using buses (or trucks, as they were initially called) to transport students to school in 1911. Pamlico County was the first to purchase a dedicated school bus in 1917. Two years later, the

⁴² "Winners of Entrance Diplomas to High School," *Charlotte News*, April 16, 1915.

⁴³ "County Board of Education Meets—Huntersville Will Vote on \$15,000 Bonds," *Charlotte News*, March 6, 1916.

⁴⁴ Mecklenburg County Board of Education Minutes Book Vol. 4 (1915-1918), 35-37, in the Mecklenburg County Board of Education records, J. Murrey Atkins Library Special Collections and University Archives, University of North Carolina at Charlotte.

⁴⁵ "Two Bond Elections for Better Schools," *Charlotte Daily Observer*, March 7, 1916.

⁴⁶ "Good Showing Meck Schools," *Charlotte News*, December 17, 1917; "County Schools in January," *Charlotte News*, February 7, 1918; "Attendance in County Schools Shows Decrease," *Charlotte News*, May 29, 1918.

⁴⁷ "Attendance in County Schools Shows Decrease," *Charlotte News*, May 29, 1918.

Board of Education purchased a truck to haul children from Long Creek to the consolidated Paw Creek School, a distance of approximately three miles. A second truck was obtained in October 1919 to bus children from Alexandriana and McAuley (which was located near the southern terminus of McAuley Road) schools to Huntersville.⁴⁸ Superintendent J. M. Matthews reported on the status of school busing in the county schools in January 1921:

The experiment of transporting children to school by automobile in the rural districts has proved successful in this county. The total enrollment has not only improved, but the daily attendance has improved also. The four trucks now employed in conveying children from small one-teacher school districts to high schools and Huntersville, Matthews, Newells and Hickory Grove haul about 80 pupils a day. Even on the bad sleety day we had recently there was no falling off in attendance.⁴⁹

Statistics presented by Plummer Stewart, chair of the Board of Education, to the Charlotte Rotary Club in September 1923 showed the accelerated pace of school consolidation in rural Mecklenburg County between 1917 and 1923.⁵⁰

1917	1923
12,600 school age children in the county	12, 091 school age children in the county
8,808 enrolled	10,822 enrolled
5,595 average daily attendance	7,792 average daily attendance
108 teachers	197 teachers, most having college degrees
75 school districts	50 school districts
No accredited high schools	6 accredited high schools
28 one-teacher schools	8 one-teacher schools
No school buses	18 school buses transporting 1,200 students
128-day school term	145-day school term
\$50 average salary for teachers	\$99.05 average salary for teachers

⁴⁸ "Truck Will Carry School Children to Their School," *Charlotte Observer*, August 29, 1919; "Huntersville to Get School Truck," *Charlotte News*, October 14, 1919.

⁴⁹ "School Transportation Successful," *Charlotte News*, January 23, 1921.

⁵⁰ "State Superintendent Allen and Chairman Stewart Heard," *Charlotte Observer*, September 12, 1923.

\$3.37 average cost per student

\$2.98 average cost per elementary student,
\$8.27 average cost per high school student

At their October 1, 1923, meeting, the Mecklenburg County Board of Education voted to close the Caldwell-Bradford School. Students would be trucked to Caldwell Station School for primary grades and Huntersville High School for advanced grades.⁵¹ As recorded in the board minutes,

Relative to the routing of the bus in recent consolidation of the upper grades of Caldwell Station and all the grades of Alexandriana, be it ordered that the school bus begin at or in the vicinity of the Douglas place on the first drive and unload at Huntersville and make the second route by Caldwell Station into the Bradford territory, having its terminus near the Bradford store, and returning with children of all grades to the Caldwell Station School, where it will drop all children in and below the fourth grade, and will carry all the children of both schools above the fourth grade, who wish to attend, to Huntersville.⁵²

By the end of the 1923-1924 school term, Mecklenburg County had consolidated 21 white schools, the largest number reported by any county in the state. Eleven of the consolidated schools had more than six teachers. The Board of Education had applied to the state for \$243,000 in funding to complete eight new school building projects including four new schools. The consolidation of schools was a trend ongoing around the state. For the 1924-1925 school year, Mecklenburg County was ranked 50th for its number of one-teacher schools, with fourteen schools remaining in the county.⁵³ By the end of 1925, there were only fourteen one-teacher schools remaining in Mecklenburg County. These schools enrolled a total of 428 students.⁵⁴

⁵¹ "County School Closed by Board of Education," *Charlotte Observer*, October 2, 1923.

⁵² Mecklenburg County Board of Education Minutes Book, Vol. 4 (1923-1924), 347, in the Mecklenburg County Board of Education records, J. Murrey Atkins Library Special Collections and University Archives, University of North Carolina at Charlotte.

⁵³ Edgar T. Thompson, "The County's Schools," in Thompson, ed., *Agricultural Mecklenburg and Industrial Charlotte* (Charlotte: Queen City Printing Co., 1926), 107, 117.

⁵⁴ "One-Teacher Schools Have Been Reduced by Nearly 75 Per Cent within 25 Years," *Charlotte Observer*, December 20, 1925.

Adaptive Reuse as a Residence



Figure 9 The former Sardis School, built in 1903, in its current use as a residence. April 2019 photograph from Google StreetView.

When schools were closed in Mecklenburg County, the buildings were typically auctioned. In November 1910, the former Ashcraft schoolhouse in Clear Creek District 6 and Beech Grove schoolhouse in Long Creek District 7 were to be auctioned at public sale on November 26. P. C. Harkey purchased the closed Sardis School and two acres of land in Sharon Township in August 1923 for \$890, converting the building into a residence. Caldwell Station School closed in June 1931, and the following year the facility was sold to American Legion Post #86.⁵⁵

The Caldwell-Bradford School was initially used as a community space. In June 1925 the Ladies Aid Society at Ramah Presbyterian Church held an ice cream supper at the former school the evening of Saturday, June 13.⁵⁶ The Caldwell-Bradford School was ordered to be auctioned in March 1927 along with ten other closed schools. However, it appears that ownership of the property reverted to or had been retained by the Caldwell family while the school was still in operation. A deed dated December 26, 1922, conveyed 59.75 acres “including about 3/4 acre School House lot” from S. T. and May

⁵⁵ “Board of Education to Meet Monday,” *Charlotte News*, November 5, 1910; Mecklenburg County Deed Book 509, Page 496; “Ten Abandoned School Houses Go at Auction,” *Charlotte Observer*, March 8, 1927; Gray, Caldwell Station School.

⁵⁶ “Ice Cream Supper,” *Charlotte Observer*, June 10, 1925.

Caldwell to their son John Grier Caldwell.⁵⁷ Two years later, John married Lillie Haltiwanger, a teacher at Huntersville High School.⁵⁸



Figure 10 Aerial view of Caldwell-Bradford School looking southeast, ca. 1982. From Vintage Aerial, <https://www.vintageaerial.com>.

While the date that John and Lillie moved into the former school is unknown, they converted it into a Craftsman-style bungalow with an addition of bedrooms made to the west elevation. As noted by local historian (and cousin to John) Nell Bradford Jenkins, the former Caldwell-Bradford School “still stands at the corner of Concord and McAulay roads and has been a dwelling house for many years.”⁵⁹ John farmed while Lillie taught school until her retirement. John died in 1971, and Lillie lived in the house until moving into Sharon Towers in Charlotte around 1977, when she sold the former school and nearly 38 acres of land to Drs. Robert and Karen Gochbauer.⁶⁰ The veterinarians opened North Mecklenburg Animal Hospital in Cornelius in 1976, and Robert was one of a few specialists in treating large animals and livestock.⁶¹

⁵⁷ Mecklenburg County Deed Book 605, Page 262.

⁵⁸ “Many Teachers Chosen for Schools in County,” *Charlotte Observer*, June 27, 1924.

⁵⁹ Jenkins, 26.

⁶⁰ Mecklenburg County Deed Book 3948, Page 238.

⁶¹ *Charlotte News*, July 17, 1976; “A Visit with a Country Vet,” *Charlotte Observer*, March 1, 1991.

Architectural Description

The Caldwell-Bradford School is one of the only known extant one-teacher schoolhouses remaining in Mecklenburg County. It was built in the early 1900s to serve the students of the immediate community along Concord Road in southern Deweese Township. After the school was closed in 1923, it was converted into a residence and renovated into a Craftsman bungalow. While its modern appearance does little to communicate its origins as a school, the Caldwell-Bradford School also serves as an example of the adaptive reuse of educational properties into private residences in Mecklenburg County.



Figure 11 Aerial view of the Caldwell-Bradford School looking southeast. Birdseye View, Mecklenburg County POLARIS 3G.

The Caldwell-Bradford School is located in northern Mecklenburg County north of Huntersville and south of Cornelius and Davidson near the Cabarrus County line. It is located on a 1.58-acre parcel at the corner of N. C. Highway 73 (Davidson-Concord Road) and McAuley Road, the last remaining public gravel road in Mecklenburg County and a local landmark. The structure is on the south side of the busy highway, which at the time of this report is two lanes but is planned to be expanded to four lanes. The parcel is largely open with mature shade trees around the structure. Most of the parcel is fenced, creating a yard for the structure, with a gate opening to McAuley Road for a short gravel drive and parking area in front of the former school. The topography of the site gently slopes from north to south.



There are two non-contributing structures on the property—a frame well house east of the Caldwell-Bradford School near the driveway and McAuley Road (left) and a metal storage building south of the structure (right).





The Caldwell-Bradford School is a one-story frame structure with a front-gabled roof and is sheathed with vinyl siding and asphalt architectural shingles. It is built upon a brick pier foundation. Most windows are paired replacement vinyl sash with 4-over-1 interior grid. The front and rear porches have replacement decking, steps, posts, and railing. There are three chimneys—a brick chimney, unknown if dating back to the construction of the school or added when made a residence—rising from the peak of the gabled roof, and two replacement concrete masonry chimney stacks at the west and east elevations.

The appearance of the Caldwell-Bradford School was likely altered when it was converted from a school into a residence in the 1920s or 1930s. At this time, the rooms along the west side of the house may have been added, as the wood structure and subfloor differ between what is likely the original portion of the school in the middle, which has sawn wood timbers with perpendicular wood plank subflooring. In contrast, the west portion has wood joists with diagonally-oriented wood plank subflooring. The roof may have been altered or even replaced at this time, as it features similar wood lumber as the west portion.



Figure 12 Attic



Figure 13 View at the crawlspace looking north toward the brick chimney. The wood plank subfloor at the top of the photo runs perpendicular to the floor beams, identifying this portion of the Caldwell-Bradford School as the original portion.



Figure 14 View at the crawlspace looking northeast. Visible are the original wood timber beams.



Figure 15 Looking up at the wood plank subfloor and wood joists at the west portion of the Caldwell-Bradford School in the crawlspace. This section was likely added later when the former school was converted into a residence.



The façade elevation of the Caldwell-Bradford School faces north and is three bays wide. It has a pair of windows and a replacement Craftsman door under the porch roof along with an enclosed section in the west bay with a horizontal sliding window in its east wall. The hipped porch has a centered gable with vinyl siding, square section wood posts and railing, and brick foundation with wood decking. A vinyl rectangular vent is located in the gable of the primary mass.



The east elevation of the Caldwell-Bradford School is three bays wide. The first bay at the north end of the elevation is gabled with a pair of replacement windows with a small vinyl vent centered in the gable. The middle bay also has a pair of replacement windows. This bay is divided from the rear bay, which has a small replacement window, by the replacement chimney.



The south elevation of the Caldwell-Bradford School features a shed porch which has been enclosed with windows on its south and east elevations. Replacement wood steps, decking, and railing comprises the small porch at the west bay of this elevation. Access to the crawlspace is through a wood door in the brick foundation wall. A shed extension with gable overhang extends from the west side of the elevation.





The west elevation of the Caldwell-Bradford School is three bays wide, each bay with a pair of replacement windows. The north and middle bays are divided by a replacement chimney.

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**North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary D. Reid Wilson

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

August 23, 2024

Stewart Gray
Charlotte-Mecklenburg Historic Landmarks Commission
2100 Randolph Rd.
Charlotte, NC 28207-1522

Email: Stewart.Gray@mecklenburgcountync.gov

RE: Proposed Designation of the Caldwell-Bradford School, 16401 Davidson-Concord Rd, Davidson, Mecklenburg County.

Dear Mr. Gray:

Thank you for submitting the local landmark report for the Caldwell-Bradford School, 16401 Davidson-Concord Rd, Davidson, Mecklenburg County. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

The report describes the Caldwell-Bradford School as “historically relevant as a representation of the small schools that dotted Mecklenburg County in the early twentieth century.”

The report provides a thorough history of the Caldwell-Bradford School, but the building has no historic integrity. That cannot be overcome with an improved argument or additional documentation, so we cannot offer recommendations to strengthening the argument. The report does provide the local governing body the information they need to make an informed judgement regarding the house’s worthiness for local designation.

Local landmark designation means the community recognizes the property is worthy of preservation because of its special significance to the local community. Any substantial changes in design, materials, and appearance of the property would be subject to the design review procedures of the preservation commission. The owner may receive an annual deferral of up to fifty percent of the property taxes for as long as the property is designated and retains significance and integrity. (N.C.G.S. 105-278 *et seq.*).

Thank you for the opportunity to comment on this report. Please note, our comments are advisory only and therefore, non-binding. Once the governing board has received a recommendation from the Charlotte-

Mecklenburg Historic Landmarks Commission, it should proceed in the same manner as would otherwise be required for an amendment to the zoning ordinance. Once the decision has been made, please return a completed copy of the enclosed designation form or a copy of the ordinance to our office.

This letter serves as our comments on the proposed designation of the Caldwell-Bradford School, 16401 Davidson-Concord Rd, Davidson, Mecklenburg County.

Please contact me at or Kristi.brantley@dncr.nc.gov (preferred) or 919-814-6576 should you have any questions about our comments.

Sincerely,

A handwritten signature in black ink that reads "Kristi Brantley". The signature is written in a cursive style with a long, sweeping flourish at the end of the last name.

Kristi Brantley
Local Preservation Commissions/CLG Coordinator

CC: Commission Chair

Enclosure

MEMO

To: File – Caldwell-Bradford School
From: HLC Staff
Date: October 8, 2024
Re: Comments from State Historic Preservation Office (SHPO) on Designation Report for Caldwell-Bradford School, within Huntersville’s Sphere of Influence

By email dated August 23, 2024, SHPO staff provided feedback based on their review of the Designation Report for the Caldwell-Bradford School. The SHPO staff concluded that “the building has no historic integrity,” a perceived shortcoming that they contend “cannot be overcome with an improved argument or additional documentation.”

HLC staff respectfully disagrees with that conclusion. As noted in the communication from SHPO staff, “Local landmark designation means the community recognizes the property is worthy of preservation because of its special significance to the local community.” The Designation Report clearly details the requisite special significance of the Caldwell-Bradford School to Huntersville and Mecklenburg County, including the following facts:

- The Caldwell-Bradford School is one of the only known surviving one-teacher schoolhouses remaining in Mecklenburg County. As such, it is a rare historically significant representation of the earliest public education institutions that once dotted the county’s rural landscape in the early twentieth century.
- Built in the 1890s and employing only one teacher at any given time, the Caldwell-Bradford School provided instruction up to grade six for students of all ages throughout the rural Deweese township for more than twenty years.
- The women who taught in the Caldwell-Bradford School and the children they educated hailed from some of north Mecklenburg County’s earliest settlers, families whose surnames remain prominent in the Huntersville community a century later, including Alexander, Barnhardt, Bradford, Caldwell, Cashion, Cowell, Deweese, Jetton, and Knox.
- Lying between two other significant north Mecklenburg designated local landmarks – the McAuley Road Farmland and the Cashion-Moore Family Cemetery – the Caldwell-Bradford School completes the historical narrative of the county’s agrarian beginnings.
- The Caldwell-Bradford School evidences the evolution of public education in Mecklenburg County and North Carolina as one-teacher schoolhouses transitioned to the graded-school model through school consolidations and closures and student busing.
- The structural changes made to the Caldwell-Bradford School building after its decommission as a school have acquired additional historical significance as a century-old example of architectural design and ingenuity in the adaptive reuse of a former educational resource. As a residence since the 1920s, the structure stands as part of the rapidly diminishing inventory of century-old homes remaining in north Mecklenburg.

Following review of the Designation Report and the SHPO feedback, HLC staff contends that the Caldwell-Bradford School building has retained both its historical integrity and special local significance, thereby warranting local landmark designation. The Designation Report has been updated to emphasize the forthcoming facts.

RECORD OF THE VOTE OF THE HISTORIC LANDMARKS COMMISSION ON THE

CALDWELL-BRADFORD SCHOOL

October 14, 2024

TWO MOTIONS WERE PRESENTED AND SECONDED: (1) THAT THE HISTORIC LANDMARKS COMMISSION FIND THAT THE CALDWELL-BRADFORD SCHOOL, 16401 DAVIDSON-CONCORD ROAD WITHIN THE SPHERE OF INFLUENCE OF HUNTERSVILLE, N.C., HAS THE REQUISITE HISTORIC INTEGRITY AND SPECIAL LOCAL SIGNIFICANCE FOR HISTORIC LANDMARK DESIGNATION; AND (2) THAT THE HISTORIC LANDMARKS COMMISSION RE-AFFIRM ITS AUGUST 12, 2024, UNANIMOUS DECISION TO PROCESS THE CALDWELL-BRADFORD SCHOOL FOR HISTORIC LANDMARK DESIGNATION INCLUDING THE EXTERIOR OF THE SCHOOL AND THE ASSOCIATED TAX PARCEL. THE COMMISSION UNANIMOUSLY APPROVED BOTH MOTIONS.

Favor

Mr. Robert Barfield, Ms. Lesley Carroll, Mr. Brian Clarke, Mr. Andrew Dunn, Ms. Victoria Grey, Mr. John Kincheloe, Dr. Emily Makas, Ms. Melanie Reddrick.

Oppose

None

Abstain

None

Absent

Ms. Dontressa Ashford, Ms. Andra Eaves, Ms. Nadine Ford, Mr. Charlie Miller.



MECKLENBURG COUNTY
County Assessor's Office

August 15, 2024

Stewart Gray
Senior Preservation Planner
Charlotte-Mecklenburg Historic Landmarks Commission
2100 Randolph Rd.
Charlotte, NC 28207

In Re: Parcel Number 011-081-07
Bragg John Frank Jr
Bragg Katharine B
1031 S Caldwell St
Charlotte, NC 28203

Dear Mr. Gray,

Based on the current value and tax rate, the potential amount of deferrable taxes on the above-mentioned property would be \$506.01 for Mecklenburg County taxes, \$122.55 for Police District tax for Huntersville and \$93.74 Fire District tax for Huntersville. This is for the exterior designation of building only, including approximately 1.68 acres of land.

Very truly yours,
Atanya Graham
Sr. Assessment Specialist



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Rebecca Bleich, Planner II

Subject: Caldwell-Bradford School Site Historic Landmark Designation

EXPLAIN REQUEST:

Consider the historic landmark designation of the Caldwell-Bradford School site located at 16401 Davidson-Concord Road.

ACTION RECOMMENDED:

Approve or deny the historic landmark designation

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Caldwell-Bradford School Staff Report 12-3-24
2. 2_Caldwell Bradford School coversheet
3. 3_Caldwell-Bradford School historic landmark ordinance JRC 10-16-24
4. 4_Caldwell-Bradford School LDR rev 20240930
5. 5_MK4510_HPO comments_Caldwell-Bradford School
6. 6_Caldwell Bradford School_file memo_SHPO comments
7. 7_Caldwell Bradford School_HLC Vote
8. 8_Caldwell Bradford tax deferral letter

Historic Landmark Designation: Caldwell-Bradford School

PART 1: BACKGROUND

The Caldwell-Bradford School is one of the only known surviving one-teacher schoolhouses remaining in Mecklenburg County. The exact date of construction of the school is unknown, but it was likely constructed in the 1890s. The school served students of all ages until 1923 when students were bused to Caldwell Station School or Huntersville High School and the structure was turned into its current use as a residence.

PART 2: STAFF ANALYSIS

Historic landmark designation would be pursuant to Chapter 160D, Article 9, as amended, of the NC General Statutes. Chapter 160D-945 states: *"No property shall be recommended for designation as a historic landmark unless it is deemed and found by the historic preservation commission to be of special significance in terms of its historical, prehistorical, architectural, or cultural importance and to possess integrity of design, setting, workmanship, materials, feeling, and/or association."*

The Charlotte-Mecklenburg Historic Landmarks Commission (HLC) handles the historic preservation initiatives for Mecklenburg County. The Town does not have its own commission.

According to the "Caldwell-Bradford School Coversheet" prepared by the HLC:

"One of Mecklenburg County's only known surviving one-teacher schoolhouses, the Caldwell-Bradford School is historically significant as a representation of the small rural schools that dotted the county in the early 20th century. Built in the 1890s to serve students of all ages, the school is an important artifact of the early years of the county's graded public school system. Lying between two other designated local landmarks – the McAuley Road Farmland and the Cashion-Moore Family Cemetery – the schoolhouse completes the historical narrative of the county's agrarian beginnings. The women who taught in the school, and the children they instructed, hailed from some of the area's earliest settlers, representing families whose surnames remain prominent today (e.g., Jetton, Knox, Cashion, Cowell, and Bradford)."

PART 3: CHARLOTTE-MECKLENBURG HISTORIC LANDMARKS COMMISSION

For designations of properties located within a municipal jurisdiction, that municipality's elected officials have the final say. The HLC identifies properties for designation and provides a recommendation to the municipality for consideration. Once a recommendation has been made, the State Historic Preservation Office (SHPO) is contacted for input. SHPO does not have jurisdiction over local designations. Once SHPO's input has been received, the designation is presented before the municipality for final consideration.

On August 12, 2024, the HLC unanimously decided to recommend the landmark designation for the Caldwell-Bradford School. SHPO then provided comments and concluded that "the building has no historic integrity." The HLC disagreed with these comments and held another vote on October 14, 2024.

According to documentation provided by the HLC, "Two motions were presented and seconded: (1) that the historic landmarks commission find that the Caldwell-Bradford school, 16401 Davidson-Concord Road within the sphere of influence of Huntersville, NC, has the requisite historic integrity and special local significance for historic landmark designation; and (2) that the historic landmarks commission re-affirm its August 12, 2024,

unanimous decision to process the Caldwell-Bradford school for historic landmark designation including the exterior of the school and the associated tax parcel. The commission unanimously approved both motions.”

Despite the differing views of SHPO and the HLC, the decision to historically designate the Caldwell-Bradford School site is solely up to the Town Board.

PART 4: HUNTERSVILLE STAFF RECOMMENDATION

Planning staff recommends approval of the landmark designation of the Caldwell-Bradford School site despite the changes made to the building because of the historical significance of the activities that took place on the property.

PART 5: ACTION RECOMMENDED

Conduct the public hearing and then take final action.

PART 6: FINANCIAL IMPLICATIONS

The property is located in Huntersville’s sphere of influence. Based on the current value and tax rate, the potential amount of deferrable taxes on the Caldwell-Bradford School site would be \$506.01 for Mecklenburg County taxes and \$122.55 for Police District tax and \$93.74 Fire District tax for the Town of Huntersville.

PART 7: ATTACHMENTS

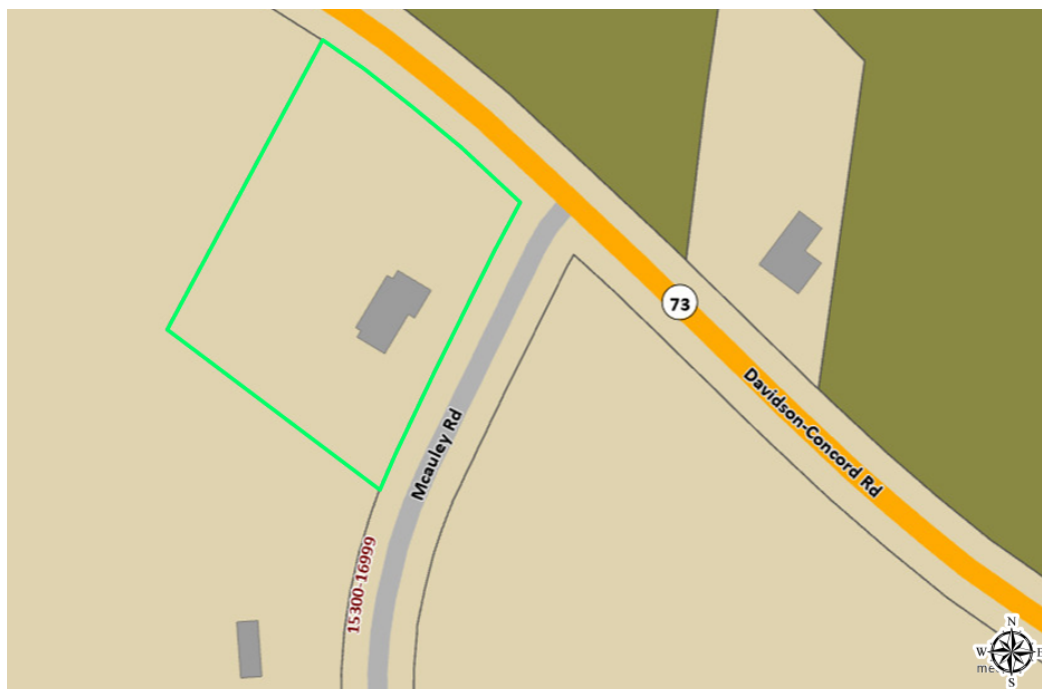
1. Caldwell-Bradford School Cover Sheet
2. Caldwell-Bradford School Landmark Designation Report
3. NC State Historic Preservation Office Letter
4. NC State Historic Preservation Office Memo
5. Charlotte-Mecklenburg HLC Vote
6. Mecklenburg County Tax Assessor’s Office
7. Ordinance

Caldwell-Bradford School

16401 Davidson-Concord Road, Davidson, NC (within Huntersville's Sphere of Influence)



One of Mecklenburg County's only known surviving one-teacher schoolhouses, the Caldwell-Bradford School is historically significant as a representation of the small rural schools that dotted the county in the early 20th century. Built in the 1890s to serve students of all ages, the school is an important artifact of the early years of the county's graded public school system. Lying between two other designated local landmarks – the McAuley Road Farmland and the Cashion-Moore Family Cemetery – the schoolhouse completes the historical narrative of the county's agrarian beginnings. The women who taught in the school, and the children they instructed, hailed from some of the area's earliest settlers, representing families whose surnames remain prominent today (*e.g.*, Jetton, Knox, Cashion, Cowell, and Bradford). As the county's population shifted to urban areas, economic considerations prompted school consolidations. The county Board of Education decided to close the Caldwell-Bradford School in 1923, busing its students to Caldwell Station School or Huntersville High School. Upon its closure, the school building was used as a community space for local groups before its mid-1920s conversion into a residence. The proposed designation is for the exterior of the building and the entire tax parcel.



Ordinance designating as an Historic Landmark a property known as the “Caldwell-Bradford School” (listed under Tax Parcel Identification Number 01108107 and including the exterior of the building and the approximately 1.68 acres of land listed under Tax Parcel Identification Number 01108107 in the Mecklenburg County Tax Office, Charlotte, NC, as of July 1, 2024). The property is owned by John Frank Bragg Jr. and Katharine B. Bragg and is located at 16401 Davidson-Concord Road within the sphere of influence of Huntersville, NC.

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160D, Article 9, Part 4, as amended, of the General Statutes of North Carolina have been met; and

WHEREAS, the members of the Board of Commissioners of the Town of Huntersville, North Carolina, have taken into full consideration all statements and information presented at a public hearing held on the 3rd day of December, 2024, on the question of designating a property known as the Caldwell-Bradford School as an historic landmark; and

WHEREAS, the members of the Charlotte-Mecklenburg Historic Landmarks Commission have taken into full consideration all statements and information presented at a public hearing held on the 14th day of October, 2024, on the question of designating a property known as the Caldwell-Bradford School as an historic landmark; and

WHEREAS, the circa 1890s Caldwell-Bradford School is one of the only known surviving one-teacher schoolhouses remaining in Mecklenburg County and is thereby a rare historically significant representation of the earliest public education institutions that once dotted the county’s rural landscape in the early twentieth century; and

WHEREAS, the Caldwell-Bradford School provided instruction up to grade six for students of all ages throughout the rural Deweese township for more than twenty years; and

WHEREAS, the women who taught in the Caldwell-Bradford School and the children they educated hailed from some of north Mecklenburg County’s earliest settlers, families whose surnames are still prominent in the Huntersville community a century later; and

WHEREAS, the Caldwell-Bradford School is situated between two other significant north Mecklenburg designated local landmarks – the McAuley Road Farmland and the Cashion-Moore Family Cemetery – thereby completing the historical narrative of the county’s agrarian beginnings; and

WHEREAS, the Caldwell-Bradford School evidences the evolution of public education in Mecklenburg County and North Carolina as one-teacher schoolhouses transitioned to the graded-school model through school consolidations and closures and student busing; and

WHEREAS, structural changes made to the Caldwell-Bradford School building after its decommissioning as a school have acquired additional historical significance as a unique century-old example of architectural design and ingenuity in the adaptive reuse of a former educational

resource, leaving the resulting residence as part of the rapidly diminishing inventory of century-old homes that remain in north Mecklenburg County; and

WHEREAS, the land upon which the Caldwell-Bradford School is situated appropriately reflects and preserves the historic location and setting of the structure, and therefore possesses its own special historical significance independent of the structure; and

WHEREAS, based on the foregoing and the additional information further detailed in the *Landmark Designation Report for the Caldwell-Bradford School* (July 2024), all of which is incorporated herein by reference, the Charlotte-Mecklenburg Historic Landmarks Commission has demonstrated that the property known as the Caldwell-Bradford School possesses both historic integrity and special significance in terms of its history, architecture, and/or cultural importance; and

WHEREAS, the property known as the Caldwell-Bradford School is owned by John Frank Bragg Jr. and Katharine B. Bragg.

NOW, THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina:

1. That the property known as the “Caldwell-Bradford School” (listed under Tax Parcel Identification Number 01108107 and including the exterior of the building and the approximately 1.68 acres of land listed under Tax Parcel Identification Number 01108107 in the Mecklenburg County Tax Office, Charlotte, NC, as of July 1, 2024), currently owned by John Frank Bragg Jr. and Katharine B. Bragg, is hereby designated as an historic landmark pursuant to Chapter 160D, Article 9, Part 4, as amended, of the General Statutes of North Carolina. The location of said landmark is noted as being situated at 16401 Davidson-Concord Road within the sphere of influence of Huntersville, North Carolina. Exterior features are more completely described in the *Landmark Designation Report for the Caldwell-Bradford School* (July 2024).
2. That said exterior is more specifically defined as the historic and structural fabric, especially including all original exterior architectural features and the contours of landscaping and that those elements are integral to its historical, architectural, or prehistorical value, as described in *Landmark Designation Report for the Caldwell-Bradford School*.
3. That said designated historic landmark may be materially altered, restored, moved, or demolished only following issuance of a Certificate of Appropriateness by the Charlotte-Mecklenburg Historic Landmarks Commission. An application for a Certificate of Appropriateness authorizing the demolition of said landmark may not be denied, except if such landmark is judged to be of State-wide significance by duly authorized officials of the North Carolina Division of Archives and History. However, the effective date of such Certificate may be delayed and the waiting period before demolition must be observed, as in accordance with Chapter 160D, Article 9, Part 4, and amendments thereto, and hereinafter adopted.

4. Nothing in this ordinance shall be construed to prevent or delay ordinary maintenance or repair of any architectural feature in or on said landmark that does not involve a change in design, material or outer appearance thereof, nor to prevent or delay the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a building inspector or similar official certifies to the Commission that such action is required for the public safety because of an unsafe condition. Nothing herein shall be construed to prevent the owner of the historic landmark from making any use of the historic landmark not prohibited by other statutes, ordinances, or regulations. Owners of locally designated historic landmarks are expected to be familiar with and to follow *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, the guidelines used by the Charlotte-Mecklenburg Historic Landmarks Commission to evaluate proposed alterations or additions.
5. That a suitable sign may be posted indicating that said property has been designated as a historic landmark and containing any other appropriate information. If the owner consents, the sign may be placed on said historic landmark.
6. That the owners of the historic landmark known as the Caldwell-Bradford School be given notice of this ordinance as required by applicable law and that copies of this ordinance be filed and indexed in the offices of the Town Clerk, Building Standards Department, Mecklenburg County Register of Deeds, and the Tax Supervisor, as required by applicable law.
7. That which is designated as a historic landmark shall be subject to Chapter 160D, Article 9, Part 4, of the General Statutes of North Carolina as amended, and any amendments to it and any amendments hereinafter adopted.

Adopted the 3rd day of December, 2024, by the members of the Board of Commissioners of the Town of Huntersville, Mecklenburg County, North Carolina.

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Landmark Designation Report for the



Caldwell-Bradford School 16401 Davidson-Concord Road Davidson, North Carolina

Prepared by:
Susan V. Mayer, Principal
July 2024

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General Information

Historic Names of Property:	Caldwell-Bradford School, Caldwell School
Address of Property:	16401 Davidson-Concord Road Davidson, NC 28036
PIN:	01108107
Deed Book & Page:	Mecklenburg County Deed Book 34787, Page 866
Amount of Land/Acreage to be Designated:	1.680 acres
Ad Valorem Tax Value:	The 2023 assessed real estate value of parcel 01108107 which includes the Caldwell-Bradford School is \$280,400.
Recommendation for Designation:	Exterior designation of the Caldwell-Bradford School and all the property within Mecklenburg County parcel 01108107.
Name/Address of Current Property Owner:	John Frank Bragg, Jr., and Katharine B. Bragg 1031 S. Caldwell Street Charlotte, NC 28203

Chain of Title

Grantor	Grantee	Date	Deed Book/Page	Notes
Karen Karaffa Gochnauer, widow	John Frank Bragg, Jr. and wife Katharine B. Bragg	July 10, 2020	34787/866	Parcel #1, 1.68 acres Parcel #2, 36.19 acres
Lillie H. Caldwell	Robert Gochnauer and wife, Karen Gochnauer	May 27, 1977	3948/238	Parcel #1, 1.68 acres Parcel #2, 36.19 acres
Paul R. Ervin	John G. Caldwell and wife, Lillie H. Caldwell	March 17, 1933	837/2	67.33 acres
John G. Caldwell and wife, Lillie H. Caldwell	Paul R. Ervin	March 11, 1933	832/87	67.33 acres
Jno. G. Caldwell and wife, Lillie H. Caldwell	J. R. Beard, trustee Bank of Cornelius	March 1, 1932	816/192	Deed in Trust (mortgage on 67.33 acres for \$700)
S. T. Caldwell and his wife Mary Caldwell	Jno. G. Caldwell	January 26, 1929	817/107	67.33 acres
S. T. Caldwell and his wife, Mary Caldwell	John G. Caldwell	December 26, 1922	605/262	59.75 acres "including about $\frac{3}{4}$ acre School House lot" ¹
M. E. Caldwell	H. J. Washam, J. Y Weddington and M.	April 7, 1884	37/310	0.75 acres

¹ The Caldwell-Bradford School was ordered by the Mecklenburg County Board of Education to be auctioned in March 1927 along with ten other closed schools. However, it appears that ownership of the property reverted to or had been retained by the Caldwell family while the school was still in operation. No deed was found to indicate any transfer of ownership to or from the Mecklenburg County Board of Education. It may be that the building was to be auctioned, or that the Board later found that they did not own the property.

	E. Caldwell (and their successors in office), Public School Committee of District No. 40			
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Abstract

Statement of Significance

The Caldwell-Bradford School is one of the only known surviving one-teacher schoolhouses remaining in Mecklenburg County and is historically relevant as a representation of these institutions that dotted the rural landscape in the early twentieth century. The one-teacher school served students of all ages in the immediate community. As school consolidation intensified in the 1920s, the Caldwell-Bradford School was closed in October 1923 by the Mecklenburg County Board of Education, and students were bused to Caldwell Station School or Huntersville High School, and the structure was converted into its current use as a residence. Lying between two other significant rural local landmarks in north Mecklenburg—the McAuley Road Farmland and the Cashion-Moore Family Cemetery—the schoolhouse completes the historical narrative of the county’s agrarian beginnings. Although student records are unavailable, the women who taught in the school hailed from some of north Mecklenburg’s earliest settlers, families whose surnames are still prominent in the community a century later, including Jetton, Knox, Cashion, Cowell, and Bradford. Despite the changes to the structure after its decommissioning as a school, those changes themselves have acquired historical significance as a century-old example of ingenuity in the adaptive reuse of a former educational resource and are part of north Mecklenburg’s rapidly diminishing inventory of century-old homes.

Integrity Statement

Location - HIGH

The Caldwell-Bradford School is located at its original site of construction.

Design - LOW

The Caldwell-Bradford School has low integrity of design, as it was heavily modified from its original appearance as a schoolhouse into a residence.

Setting - MODERATE

At its time of construction, the Caldwell-Bradford School was in a rural area on a macadam road with little traffic. Today, NC-73 is a heavily trafficked route that is scheduled to be widened, and development in the area has lessened the rural setting. Despite these changes, the rural setting along McAuley Road has been preserved as a gravel road with farms, which raises the integrity of setting to moderate.

Materials - LOW

The Caldwell-Bradford School has vinyl siding over its wood weatherboard siding, asphalt shingle roof where there was likely metal roofing, and vinyl replacement windows in place of the original wood sash.

Workmanship - MODERATE

The Caldwell-Bradford School has moderate integrity of workmanship, as the contrast between the original school portion and the residential addition are clearly visible in the crawlspace.

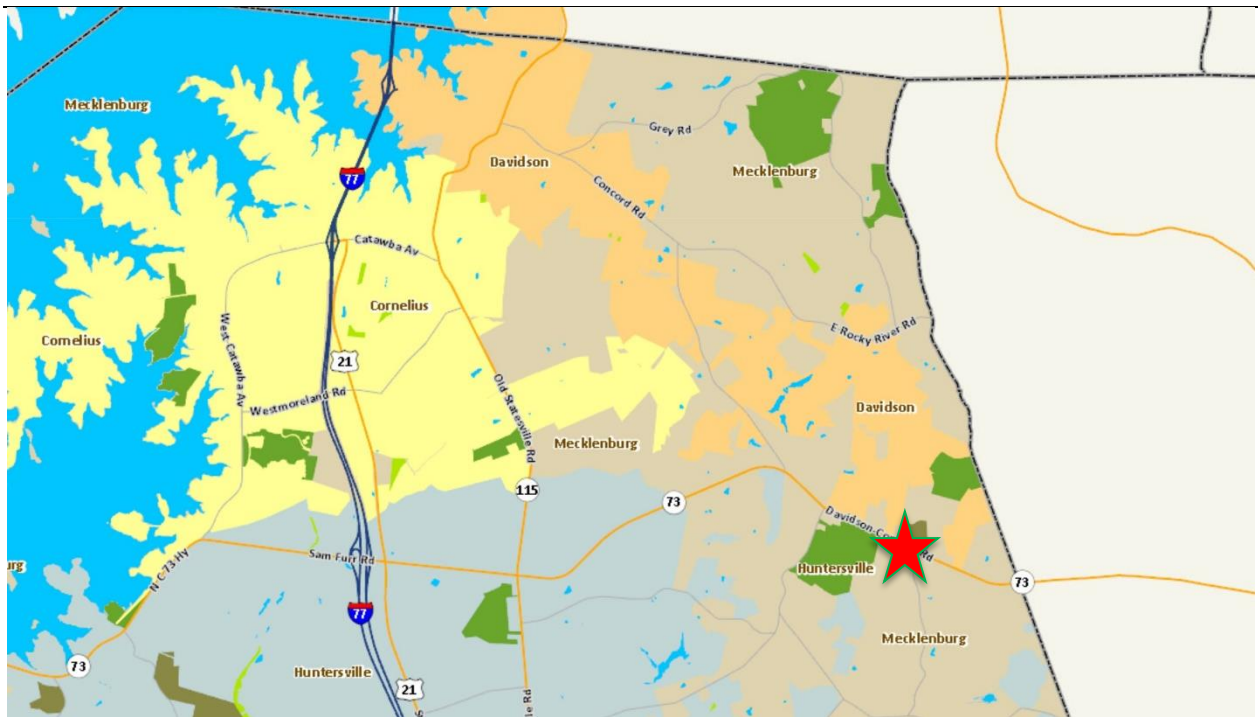
Feeling - LOW

The Caldwell-Bradford School has low integrity of feeling, as the property’s conversion from a school to a residence provides no visible evidence of its original use.

Association - HIGH

The Caldwell-Bradford School is historically significant as a former one-teacher schoolhouse in northern Mecklenburg County. For this reason, its historic association is high.

Maps



Source: POLARIS 3G



Source: POLARIS

Historical Background

One of the only known surviving one-teacher schoolhouses left in Mecklenburg County, the Caldwell-Bradford School is historically relevant as a representation of the small schools that dotted Mecklenburg County in the early twentieth century. The school served students of all ages in the immediate community. As school consolidation intensified in the 1920s, the Caldwell-Bradford School was closed in October 1923 by the Mecklenburg County Board of Education, and students were bused to Caldwell Station School or Huntersville High School, and the structure was converted into its current use as a residence.

Early Mecklenburg County Education

The foundations of the modern graded school system in North Carolina date to the 1839 passage of the Education Act, which established a public school system in the state. The position of state superintendent of common schools, which lead the Department of Public Instruction, was created in 1852. The 1868 state constitution included Article IX dedicated to education policy in the state. Taxation was to fund public schools “free of charge to all the children of the State between the ages of six and twenty-one years.”² Counties were to be divided into districts with at least one public school open for a minimum four-month term. However, these grand plans were slow to be instituted, as the General Assembly found it difficult to fund instruction for a population that now included over 100,000 children of formerly enslaved people.



Figure 1 Sugaw Creek School was built in 1837 and still stands in front of Sugaw Creek Presbyterian Church in Charlotte. From Sugaw Creek Presbyterian Church, <https://www.sugawcreekpc.com/history>.

The history of public education in Mecklenburg County extended back to the colonial period, when Queen’s College was organized in 1771 as the first institution of higher education in North Carolina. In 1778 trustees organized Liberty Hall Academy, the first publicly-funded school in Charlotte, but it

² 1868 North Carolina constitution, Article IX, Section 2.

too was shortlived, closing in September 1780 when Lord Charles Cornwallis occupied the town.³ In the years before the Civil War, the education of Mecklenburg County students was privately funded at academies typically tied to or located near churches. Among these were schools at the Presbyterian churches at Sugaw Creek, Sardis, Hopewell, and Providence.⁴

Although voters in Greensboro approved the creation of a public graded school in 1870, Mecklenburg County was the site of the first public graded school in North Carolina. The Charlotte school was established by Rev. J. B. Boone in October 1873. The new school, which replaced an inadequate one-room structure, was funded by the city, \$600 from the Peabody Fund, and private contributions. Six teachers were employed for the eight-month term, and the average attendance was 175 students. However, the school was short-lived and closed due to lack of funds.⁵ Charlotte voters again approved a public graded school in January 1880, though its opening was delayed by lawsuits for nearly two years.⁶

Education in Deweese Township in northern Mecklenburg County had received public funding since at least 1871. The report of the Public School Fund of Mecklenburg County, which was published annually in newspapers starting in 1872, recorded two teachers, W. S. Black and W. L. Brown, who had been paid for their services in the township. The men were paid \$200 for two four-month terms in 1871, and Brown received an additional \$82.50 in March 1872.⁷ The 1873 report also listed the teachers at Black schools in the township: Sarah J. Johnston was paid \$15.00 in October 1872; Laura Holms was paid \$22.00 in November 1872; and Louisa Miller was paid \$25.00 in November 1872. According to the report, school terms in Mecklenburg County ranged from two to five months. Teachers were paid according to their teacher certificate level and the average attendance number of students.⁸ By 1874 the growth of public education in Mecklenburg County was evident. In Deweese Township six teachers were paid for services at white schools and two teachers at Black schools. For the entire county, 46 public schools served 1,702 white children (with an average attendance 1,122) and 34 public schools served 1,824 Black children (with an average attendance 1,127) during the 1873-1874 school term.⁹

³ D. A. Tompkins, *History of Mecklenburg County and the City of Charlotte from 1740 to 1903* (Charlotte: Observer Printing House, 1903), 72-73.

⁴ Dan L. Morrill, Sugaw Creek School House & Associated Properties, survey and research report, Charlotte-Mecklenburg Historic Landmarks Commission, September 1, 1976, <http://landmarkscommission.org/wp-content/uploads/2018/07/Sugaw-Creek-School-House-SR.pdf>, accessed May 17, 2024.

⁵ LeGette Blythe and Charles R. Brockman, *Hornets' Nest: The Story of Charlotte and Mecklenburg County* (Charlotte: McNally of Charlotte, 1961), 221.

⁶ Stewart Gray, Caldwell Station School, survey and research report, Charlotte-Mecklenburg Historic Landmarks Commission, 2009, <http://landmarkscommission.org/wp-content/uploads/2018/05/Caldwell-Station-School-SR.pdf>, accessed May 17, 2024.

⁷ "Public Schools in Mecklenburg County," *Charlotte Democrat*, June 18, 1872.

⁸ "Public Schools in Mecklenburg," *Charlotte Democrat*, July 8, 1873.

⁹ "Public Schools in Mecklenburg," *Charlotte Democrat*, July 20, 1874.

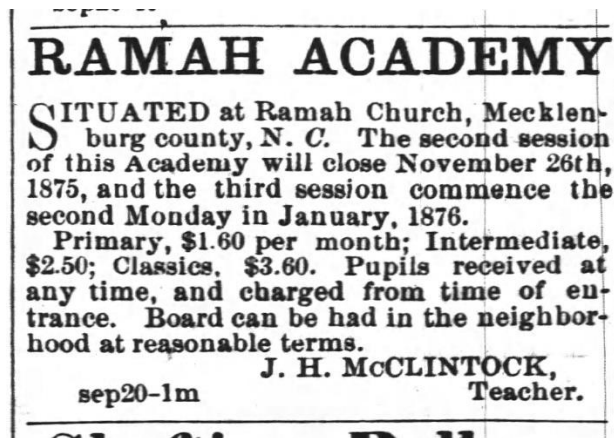


Figure 2 Advertisement for Ramah Academy published in *Southern Home*, September 27, 1875.

While schools likely operated in Deweese Township, there is little record of any outside of Davidson. In 1875 J. H. McClintock opened Ramah Academy at Ramah Presbyterian Church. A graduate of Davidson College, McClintock previously taught at Alexandriana. According to a September 1875 advertisement he placed in *Southern Home*, the monthly tuition for the school was \$1.60 for primary grades, \$2.50 for intermediate grades, and \$3.60 for Classics. Non-local students could board with local families. The second session of the school was underway and was scheduled to end on November 26, with the next session beginning in January 1876.¹⁰ Ramah Academy may have been publicly subsidized, as McClintock was paid \$40.00 in August 1876 and \$80.00 in December 1876 from the Public School Fund. It was common for teachers to teach at more than one school in a year, for according to D. A. Tompkins, “many teachers taught two or three schools in one year, as the terms continued only from two to five months.”¹¹ Ramah Academy operated until 1877, when McClintock moved the school to Huntersville. He was elected county superintendent of public instruction in 1882.¹²

A superintendent of education oversaw the public schools in Mecklenburg County. School committees were appointed by the county commission to manage schools in their district; these were largely white male landowners, and they were responsible for the upkeep and staffing of both white and Black schools. In the 1881 school report, District 40 committeemen were Marcus E. Caldwell, J. C. Black, and Henry J. Washam.¹³ This structure was slightly altered in 1885, when the Mecklenburg County Board of Education was established to oversee education for both White and Black schools in the unincorporated areas of the county.¹⁴

¹⁰ *Southern Home*, September 27, 1875.

¹¹ Tompkins, 167.

¹² *Southern Home*, January 15, 1877; “Meeting of the Justices,” *Charlotte Observer*, August 8, 1882.

¹³ “Mecklenburg School Committeemen,” *Charlotte Democrat*, December 9, 1881.

¹⁴ Gray, Caldwell Station.

Caldwell-Bradford School



Figure 3 The Marcus E. Caldwell House still stands on Davidson-Concord Road near the Caldwell-Bradford School. It was built after the original family residence burned in 1877. From Family Search, https://www.familysearch.org/memories/memory/176941606?cid=mem_copy.

The Caldwell-Bradford School gained its name from the two families who patronized the school. Patriarch Marcus Ephraim Caldwell was born in 1824 to James Caldwell (1790-1839) and Araminta Beatty Parks Caldwell (1796-1845). He married Nancy Amanda Sloan (1834-1883) in 1852, and they raised nine children together on their north Mecklenburg County farm: Emma (1853-1855), James S. (1855-1856), Oliver C. (1857), Sylvester Theodore "S. T." (1858-1935), William S. (1860-1913), Harriet Leonora (1862-1930), Lizzie V. (1866-1867), Ferrie A. (1869-1889), Della Mae (1875-1964), and Louise (died 1906). Marcus served in Company K of the 56th North Carolina Regiment during the Civil War and was a ruling elder at Ramah Presbyterian Church. The Caldwell family lived on the Concord Road not far from the Cabarrus County line. S. T. Caldwell and Harriet Caldwell Bradford lived nearby and sent their children to the local schools. S. T. married Alice May Price of Steele Creek Township in 1887. They had six children: James Price (1888-1918), Walter Graham (1890-1953), Louise S. (ca. 1893), John Grier (1894-1971), Theodore Jackson (1896-1973), and Elizabeth C. (1900-1976).¹⁵ Harriet married Charles Wilson Bradford and resided just over the Cabarrus County line with her large family: Cecil DeWitte (1887-1961), Grace (1889-1978), Mary Belle (1890-1985),

¹⁵ "Married," *Charlotte Democrat*, December 23, 1887; "Married," *North Carolina Herald*, December 21, 1887.

Robert Caldwell (1892-1958), and Nora (1893-1967). Charles died in 1894. Eighteen months later their house burned down, and Harriet and the five children moved in with her father.¹⁶

S. T. Caldwell, known by some as Vest, was likely educated at local schools. In July 1878, he attended the second annual session of the Normal School at the University of North Carolina at Chapel Hill. While no record of his work as a teacher has been found, S. T.'s support for education continued throughout his life. If he did teach, his career may have ended on February 14, 1883, when he lost one of his hands in a cotton gin accident.¹⁷ S. T. and May encouraged their children's education, and many of them attained college degrees. Walter graduated from North Carolina Agricultural and Mechanical College with a Bachelor of Science degree in agriculture in 1914. Theodore studied engineering at N. C. State and the University of North Carolina.¹⁸

¹⁶ Pat Borden, "Mecklenburg Declaration Day: A Special Moment for 2 Sisters," *Charlotte Observer*, May 20, 1976.

¹⁷ "At the Normal School," *Southern Home*, July 12, 1878; Reports of the University Normal School of 1878.15-19; "Spirits Turpentine," *Wilmington Morning Star*, February 18, 1883.

¹⁸ *The North Carolina Agricultural and Mechanical College Record* 13, No. 4 (March 1915), 192, 200.

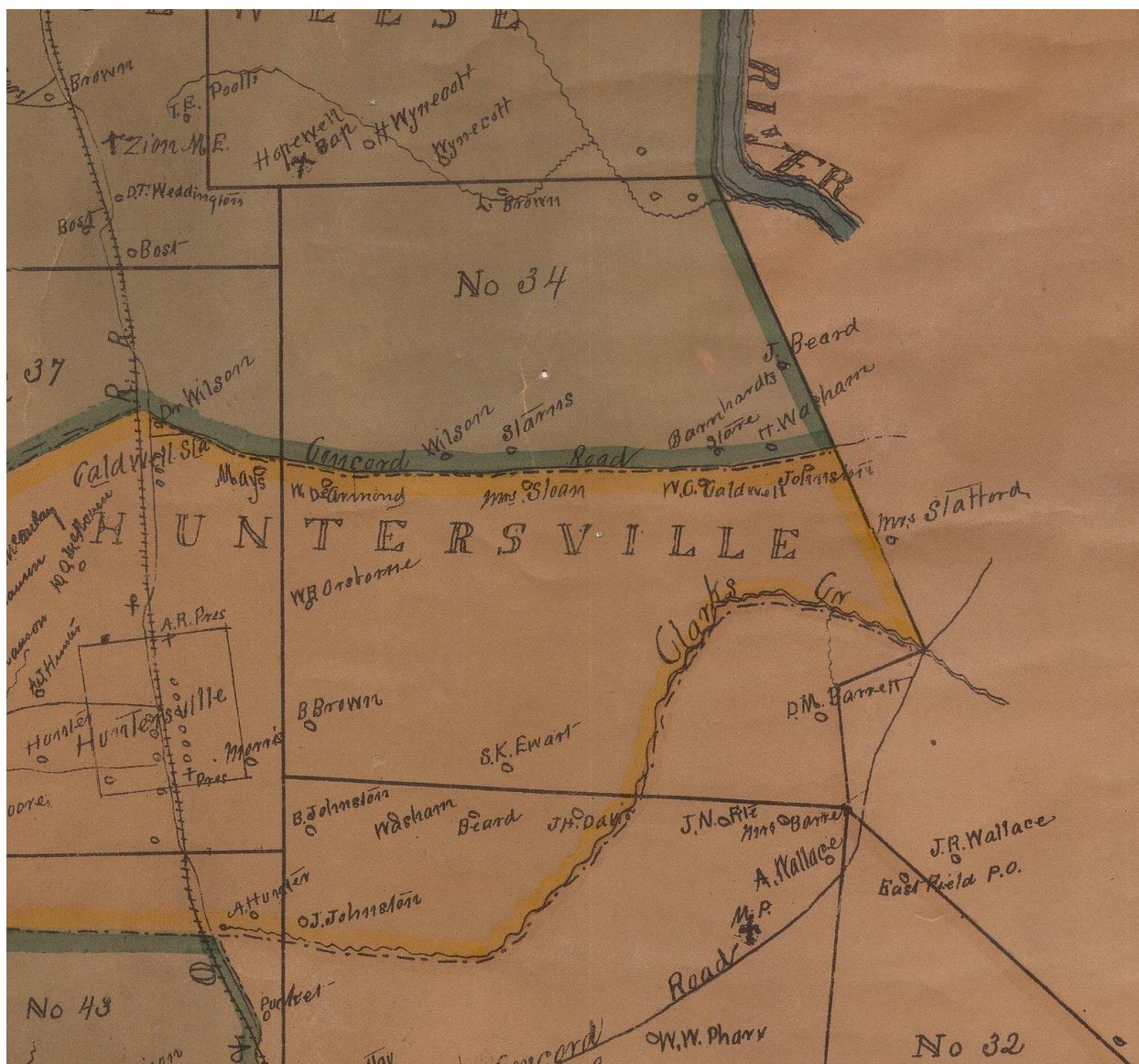


Figure 4 This 1888 map of Mecklenburg County included school district boundaries, with the Ramah community and the future Caldwell-Bradford School location in District 34, which included portions of Deweese, Huntersville, and Mallard Creek Townships.

The origins of a school at or near the Caldwell-Bradford School site were likely at the July 13, 1889, meeting of the County Board of Education. The committee of District 34¹⁹ presented a proposition “to purchase a School house site for white race on the lands of M. E. Caldwell, one and a fourth acre,

¹⁹ The official designation of school districts changed over the years as the number of districts increased. There are discrepancies in the names of committeemen listed in school board minutes before and after 1889, which may indicate that the districts had been renumbered.

which the Board after due consideration approved and instructed to Supt. to forward a blank deed.”²⁰ The transaction was made the following week, with Marcus selling to the district committee just over an acre of land “on the great road” for \$37.50.²¹ While no details of construction were recorded in Board of Education minute books or newspapers, it was likely that a new schoolhouse was built on the site. This building may have been the same one which stockholders of Ramah Academy, which included Marcus Caldwell, agreed to donate to the trustees of Ramah Presbyterian Church to be held in trust for use as a session house in 1898.²²

In July 1902, the *News* reported that S. T. Caldwell met in Charlotte with Superintendent Cochran to discuss the special school tax to fund the lengthening of the Caldwell-Bradford School term. As the article noted, “The law says that any school district township or county may levy a special tax provided a majority of the free holders of that township, county or school district, favor such a tax.”²³ This lobbying was a result of the increased attention to streamlining education in North Carolina under the administration of Governor Charles Brantley Aycock. The *Encyclopedia of North Carolina* provides a succinct explanation of Aycock’s motives and initiatives in his term as the state’s Education Governor:

Appalled by the number of children younger than 14 employed in cotton mills, Governor Charles B. Aycock emphasized the importance of education for all North Carolinians in his inaugural address of January 1901 (Aycock’s actual policies reflected his desire for a better-educated white population to keep the Democrats in power). The new governor soon formed the Central Campaign Committee for the Promotion of Public Education, which began operations in 1902 from its headquarters in the office of Superintendent of Public Instruction James Y. Joyner. The committee’s stated purpose was to advance public education through all possible legal means, such as campaigning for local school taxes, consolidation of school districts, better school buildings and equipment, longer school terms, and better-trained and higher-paid teachers.²⁴

The General Assembly amended the Public School Law in 1901 to allow districts to levy taxation to fund a four-month school term. Citizens of Steele Creek School District 2, Erwin School, had been the first in Mecklenburg County to request a special tax district with an election called on July 5, 1901.

²⁰ Mecklenburg County Board of Education Minutes Book 1885-1895, 105, in the Mecklenburg County Board of Education records, J. Murrey Atkins Library Special Collections and University Archives, University of North Carolina at Charlotte.

²¹ Mecklenburg County Deed Book 66, Page 305.

²² Nell Bradford Jenkins, *They Would Call It Ramah Grove: A History of Ramah Presbyterian Church* (Huntersville, NC: Ramah Presbyterian Church, 1999), 25-26.

²³ “For Longer School Term,” *Charlotte News*, July 17, 1902.

²⁴ Benjamin R. Justesen, Scott Matthews, et. al., “Public Education, Part 4: Expansion, Consolidation, and the School Machinery Act,” in William S. Powell, ed., *Encyclopedia of North Carolina*, <https://www.ncpedia.org/public-education-part-4-expansion>, accessed May 1, 2024.

While reports are unclear whether the first test of the supplemental funding system succeeded, S. T. was not alone in pursuit of better educational opportunities for his family and community.²⁵

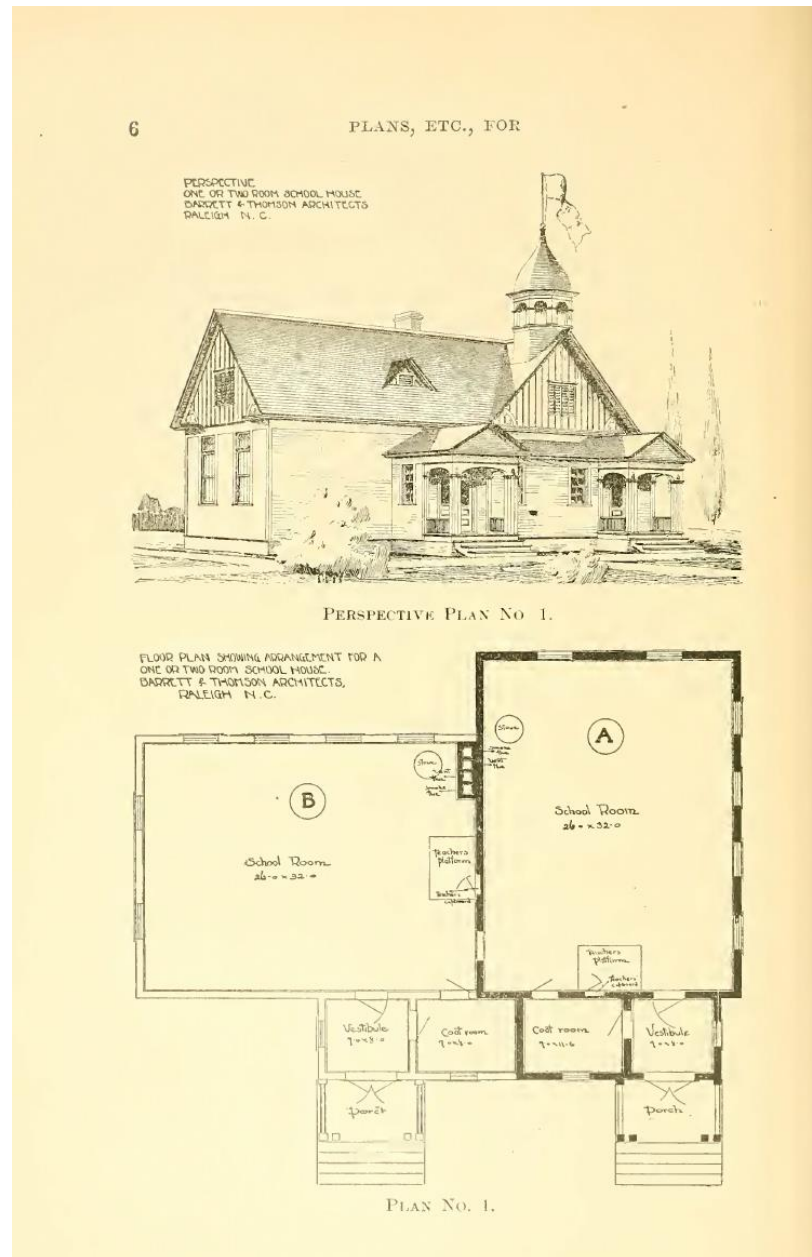


Figure 5 Recommended plan for one-room schoolhouse with optional expansion to two rooms. Barrett & Thompson, Architects, *Plans for Public School Houses* (Raleigh: Edwards & Broughton, 1903), 6.

In August 1903 the Board of Education approved a petition from landowners in Deweese School District 3, Caldwell-Bradford School, to hold an election for a special school tax. The petition was sent to the county board of commissioners for their consideration along with other petitions. In

²⁵ "School Tax Election," *Charlotte News*, June 8, 1901.

September, Superintendent Cochrane visited the Caldwell-Bradford district and Huntersville Districts 1 and 4, which had also requested a special tax election to fund an eight-month school term. On the day the school terms opened for all Mecklenburg County schools, the special tax election was held for Steele Creek #5 (Shopton School), Deweese #3 (Caldwell-Bradford School), Huntersville #1 (Huntersville School), and Dilworth School.²⁶ The measure seemingly passed, though mention was not made in either Board of Education minutes or newspapers. But by the end of the school term in 1904, Caldwell Bradford School received an additional \$300 in appropriations from the Board of Education. These funds were provided by the Mecklenburg-Henderson Fund, backed by F. C. Abbott and other real estate boosters in Charlotte, specifically to school districts with special school taxes, which indicates that the tax vote was successful.²⁷



Figure 6 The former White Oak School in Barbour County, West Virginia, was built before 1902 and displays a similar appearance to the Caldwell-Bradford School. It has since been demolished. From post by Joyce Fletcher, Dull Men’s Club group, Facebook, April 8, 2024.

The date of construction of the Caldwell-Bradford School is unknown, but it was likely constructed before 1903. That year, as part of the educational reforms championed by Governor Aycock and State

²⁶ “Board to Enforce the School Laws,” *Charlotte News*, August 10, 1903; “Educational Matters,” *Charlotte News*, October 3, 1903; “Educational Matters,” *Charlotte News*, October 31, 1903.

²⁷ “Money for Rural Schools on Hand,” *Charlotte News*, June 29, 1904.

Superintendent J. Y. Joiner, the Department of Public Instruction issued schoolhouse plans by Barrett & Thomson of Raleigh. The original schoolhouse portion of the Caldwell-Bradford School does not follow the specifications for a one-room schoolhouse. Ceilings were to be at least thirteen feet clear from the finished floor, and in the Caldwell-Bradford School the ceilings are nine feet. The recommended roofline was also much steeper and taller, though school committees were allowed to omit the tower and porch as cost-cutting measures.²⁸ The extant Caldwell-Bradford School was built by 1906, as school board minutes from the June meeting ordered, “The school building in Deweese No. 3 is to be repaired and be put in first-class condition for the fall opening.”²⁹



Figure 7 The 1911 Mecklenburg County map shows the location of the Caldwell-Bradford School at the corner of the Concord Road and McAuley Road.

²⁸ Barrett & Thompson, Architects, *Plans for Public School Houses* (Raleigh: Edwards & Broughton, 1903), 10.

²⁹ “\$3,000 School Building at Davidson,” *Charlotte News*, June 28, 1906.

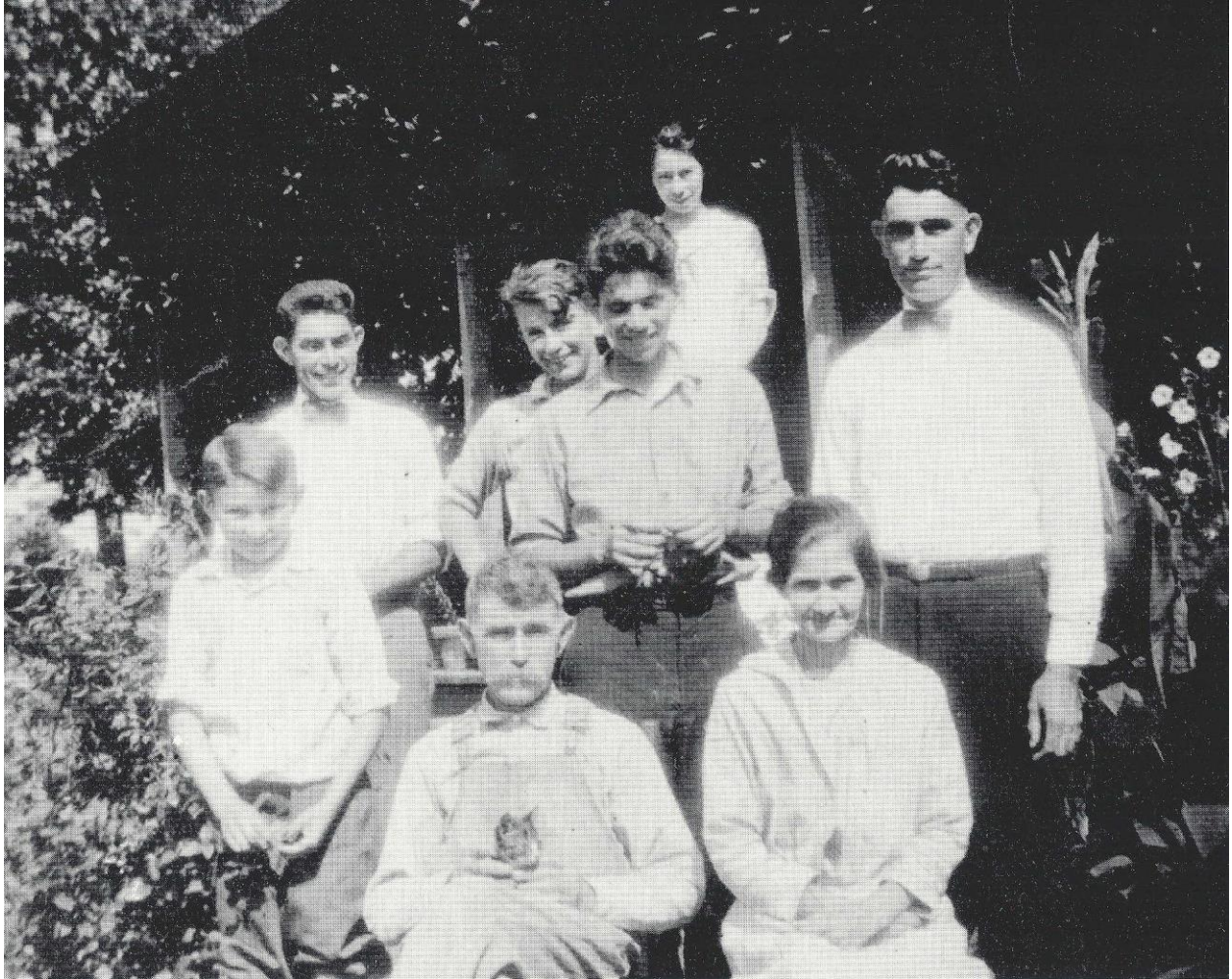


Figure 8 Several children of Jesse Robert and Cora Stenhouse Barnhardt—(left to right in back) Harris Rumple, Edward Stenhouse, James Leonard, John Robert, Kathleen, and William Guy—attended the Caldwell-Bradford School. “Jesse Robert Barnharddt (sic) Family,” posted by rsbarnhardt, Ancestry.com.

While a roster of students who attended the Caldwell-Bradford School is not extant, newspaper reports and local histories provide some names of alumni. Ed Barnhardt was interviewed for a 1989 article, and he remembered that one day at the school “the boys got so excited at a dog and rabbit chase that some of the boys jumped out the window, and school was suspended for a time.”³⁰ He and several of his siblings, including John Robert Barnhardt and Kathleen Barnhardt, attended Caldwell-Bradford School along with children from the Caldwell, Bradford, and White families. John Robert scored fourth highest among county boys on the high-school entrance exam in 1917. Kathleen became a teacher and even taught at Caldwell-Bradford for a short period.³¹ Students recorded as

³⁰ “Ramah’s Rich Heritage,” *Charlotte Observer*, September 24, 1989.

³¹ “Miss Williamson Gets the Honors,” *Charlotte News*, April 15, 1917; Jenkins, 109.

having perfect attendance in December 1913 included Kathleen and John Robert along with Elizabeth Caldwell, Albert Deweese, and White siblings Bertha, Lucile, Harold, and Thomas.³²

Teachers at the Caldwell-Bradford School included:

- Essie Jetton was assigned to the school in 1905-1906. She was a career teacher who later taught for thirty years at Davidson High School.³³
- Mason Lee Cashion, Sr. taught at the school during the 1907-1908 term. He graduated from Erskine College and moved to Texas in 1912, where he was the secretary of the YMCA at Austin College.³⁴
- Mary Loretha Cowell was assigned to the school in September 1911. She later taught at Huntersville High School before entering the social work field.³⁵
- Loma Harris Alexander graduated with an A. B. degree from Presbyterian Female College (today Queens University of Charlotte) in 1909. She married Cecil DeWitte Bradford, a nephew of S. T. Caldwell who she likely met while teaching at Caldwell-Bradford during the 1913-1914 term.³⁶
- Hattie Octavia Knox was listed as the principal teacher at the school in 1915 and 1918. She became a Presbyterian missionary in western North Carolina before joining her sister in Korea.³⁷
- Nora Wilson Bradford, niece of S. T. Caldwell, may have attended Ramah Academy and Caldwell-Bradford School. She studied home economics at Columbia University. Nora was named principal teacher at Caldwell Bradford School starting in September 1920. But her tenure must have ended in 1922, since in June she had taken the position of Moore County Home Demonstration Agent and was living in Carthage. She later worked as a home economist for General Foods, Inc. and for the War Department at the Pentagon in Washington,

³² "Children Not Tardy or Absent during the Year," *Charlotte News*, December 13, 1913.

³³ "Miss Eva Estelle Jetton," *Charlotte Observer*, December 20, 1962.

³⁴ Mason Lee Cashion, Sr., <https://www.findagrave.com/memorial/71653146/mason-lee-cashion>.

³⁵ "Many County Schools Open," *Charlotte Daily Observer*, September 19, 1911; "Attendance of Children of the County Schools," *Charlotte News*, March 18, 1913.

³⁶ "Mrs. Bradford," *Charlotte News*, June 30, 1969; "Off to School," *Charlotte News*, September 21, 1904; "Diplomas to Graduates," *Charlotte Evening Chronicle*, May 12, 1909.

³⁷ "Full Roster of County Teachers," *Charlotte Observer*, October 17, 1915; "Organization to Make Big 'Drive' for War Savings," *Charlotte News*, February 25, 1918; Federation of Christian Missions in Japan, *The Christian Movement in Japan, Korea & Formosa*, Vol. 23 (Tokyo: Japan Times and Mail, 1925), 645-646.

D. C.³⁸ Student Ray Whitley remembered that Nora would bring soup from home on cold days.³⁹

School Consolidation

School consolidation had been a debated issue since the Aycock administration. Officials including State Superintendent Joiner saw the growing population shift across the country from rural to urban areas to be a cause for concern. In his biennial report on the state of education in North Carolina published in 1902, he advocated for increased educational opportunities for the state's farmers:

Eighty-two per cent of the population of North Carolina is rural and agricultural. The great masses of our people, therefore, are dependent upon the rural schools for education. These rural schools, then are the strategic point of the educational system of the State. The very preservation of the rural population depends upon the preservation and the improvement of these schools. The best people of all classes are going to reside where they can get the best educational opportunities for their children. To keep such people on the farms and check the disastrous annual drain upon the best blood of the country by the towns and cities, these rural schools must be made adequate to the educational needs of the people, and equal in merit to the best public schools of the towns and cities, and the character of the instruction given in them must be such as to educate for farm life rather than educate away from farm life. With such schools, the country is the ideal place for the education of man.⁴⁰

The Rural High School Act (1907) authorized the establishment of high schools in rural towns:

With the consent of the State Board of Education, the County Board of Education in any county may, in its discretion, establish and maintain, for a term of not less than five school months in each school year, one or more public high schools for the county at such place or places as shall be most convenient for the pupils entitled to attend and most conducive to the purposes of said school or schools.⁴¹

Within four years there were 200 public rural high schools in North Carolina. These high schools were required to have a minimum of three teachers. One-teacher schools like Caldwell-Bradford School only taught up to grade six, so students could then graduate into a high school by passing an

³⁸ "New Teachers Named," *Charlotte News*, September 7, 1920; "Teachers Being Picked for Year," *Charlotte News*, July 6, 1921; "Miss Bradford Goes to Raleigh," *Moore Community News*, June 1, 1922; *Charlotte Observer*, October 15, 1922; "N. C. Bankers in Annual Convention Discussing the Farmer's Problems," *Charlotte Observer*, May 4, 1923; "A 30-Year Romance Results in Wedding Ceremony Here," *News and Observer*, January 29, 1956; "Frank Parkers to Live Here," *News and Observer*, January 30, 1956; "Mrs. Parker," *Charlotte News*, April 27, 1967.

³⁹ Jenkins, 109.

⁴⁰ J. Y. Joiner, *Biennial Report of the Superintendent of Public Instruction of North Carolina for the Scholastic Years 1900-1901 and 1901-1902* (Raleigh: Edwards & Broughton, 1902), 58.

⁴¹ "Public High School Law," *The Rules and the Law Relating to the Establishment of Public High Schools in North Carolina* (Raleigh: State Superintendent of Public Instruction, 1907), 8.

entrance exam. In April 1915, students, John Bradford and Elizabeth Caldwell, received their diplomas from Caldwell School.⁴²

In March 1916, a delegation from Caldwell Station requested the school there be reopened. The school had closed several years before, and students were sent to Huntersville.⁴³ The request was approved and ordered by the Board of Education.⁴⁴ So said the *Daily Observer*,

The Caldwell school was re-established yesterday, this link in the county chain having been discontinued several years ago and its pupils consolidated with the personnel of the Huntersville school. With the growing needs for a school which have appeared since the temporary decrease of the institution, the board unanimously voted for its rehabilitation.⁴⁵

A new building was constructed at Caldwell Station by W. E. Potts. The new school enrolled approximately 50% more students than Caldwell-Bradford School, though the former was in Huntersville Township while the latter fell within Deweese Township. To compare the two schools, in December 1917 Caldwell-Bradford School had an enrollment of 19 students with 78% attendance, and Caldwell Station School had an enrollment of 27 students with 85% attendance. In January 1918, once the harvest season was fully over, Caldwell-Bradford School had an enrollment of 19 students with 67% attendance, while Caldwell Station had an enrollment of 31 students with 70% attendance. At the end of the term in May, the final enrollment at Caldwell-Bradford School was 21 students with an average daily attendance of 14 students, making it one of the smallest schools in the county. Caldwell Station School enrolled 46 students with an average attendance of 21 students.⁴⁶ The decrease in rural students was attributed to the continued rural-to-urban population movement. As noted by county Superintendent J. M. Matthews, "The decrease is taken as incontrovertible evidence of the widely accepted fact that the people of the nation are still leaving the farms to enjoy the greater luxuries and delights of urban life and that, in spite of the back to the farm cry that has been going up for several years the actual trend back to the farm has not begun, so far as this country is concerned at least."⁴⁷

Matthews and other county superintendents fully embraced school consolidation by the end of World War I, and innovations in transportation made the process easier. The General Assembly had initially authorized using buses (or trucks, as they were initially called) to transport students to school in 1911. Pamlico County was the first to purchase a dedicated school bus in 1917. Two years later, the

⁴² "Winners of Entrance Diplomas to High School," *Charlotte News*, April 16, 1915.

⁴³ "County Board of Education Meets—Huntersville Will Vote on \$15,000 Bonds," *Charlotte News*, March 6, 1916.

⁴⁴ Mecklenburg County Board of Education Minutes Book Vol. 4 (1915-1918), 35-37, in the Mecklenburg County Board of Education records, J. Murrey Atkins Library Special Collections and University Archives, University of North Carolina at Charlotte.

⁴⁵ "Two Bond Elections for Better Schools," *Charlotte Daily Observer*, March 7, 1916.

⁴⁶ "Good Showing Meck Schools," *Charlotte News*, December 17, 1917; "County Schools in January," *Charlotte News*, February 7, 1918; "Attendance in County Schools Shows Decrease," *Charlotte News*, May 29, 1918.

⁴⁷ "Attendance in County Schools Shows Decrease," *Charlotte News*, May 29, 1918.

Board of Education purchased a truck to haul children from Long Creek to the consolidated Paw Creek School, a distance of approximately three miles. A second truck was obtained in October 1919 to bus children from Alexandriana and McAuley (which was located near the southern terminus of McAuley Road) schools to Huntersville.⁴⁸ Superintendent J. M. Matthews reported on the status of school busing in the county schools in January 1921:

The experiment of transporting children to school by automobile in the rural districts has proved successful in this county. The total enrollment has not only improved, but the daily attendance has improved also. The four trucks now employed in conveying children from small one-teacher school districts to high schools and Huntersville, Matthews, Newells and Hickory Grove haul about 80 pupils a day. Even on the bad sleety day we had recently there was no falling off in attendance.⁴⁹

Statistics presented by Plummer Stewart, chair of the Board of Education, to the Charlotte Rotary Club in September 1923 showed the accelerated pace of school consolidation in rural Mecklenburg County between 1917 and 1923.⁵⁰

1917	1923
12,600 school age children in the county	12, 091 school age children in the county
8,808 enrolled	10,822 enrolled
5,595 average daily attendance	7,792 average daily attendance
108 teachers	197 teachers, most having college degrees
75 school districts	50 school districts
No accredited high schools	6 accredited high schools
28 one-teacher schools	8 one-teacher schools
No school buses	18 school buses transporting 1,200 students
128-day school term	145-day school term
\$50 average salary for teachers	\$99.05 average salary for teachers

⁴⁸ "Truck Will Carry School Children to Their School," *Charlotte Observer*, August 29, 1919; "Huntersville to Get School Truck," *Charlotte News*, October 14, 1919.

⁴⁹ "School Transportation Successful," *Charlotte News*, January 23, 1921.

⁵⁰ "State Superintendent Allen and Chairman Stewart Heard," *Charlotte Observer*, September 12, 1923.

\$3.37 average cost per student

\$2.98 average cost per elementary student,
\$8.27 average cost per high school student

At their October 1, 1923, meeting, the Mecklenburg County Board of Education voted to close the Caldwell-Bradford School. Students would be trucked to Caldwell Station School for primary grades and Huntersville High School for advanced grades.⁵¹ As recorded in the board minutes,

Relative to the routing of the bus in recent consolidation of the upper grades of Caldwell Station and all the grades of Alexandriana, be it ordered that the school bus begin at or in the vicinity of the Douglas place on the first drive and unload at Huntersville and make the second route by Caldwell Station into the Bradford territory, having its terminus near the Bradford store, and returning with children of all grades to the Caldwell Station School, where it will drop all children in and below the fourth grade, and will carry all the children of both schools above the fourth grade, who wish to attend, to Huntersville.⁵²

By the end of the 1923-1924 school term, Mecklenburg County had consolidated 21 white schools, the largest number reported by any county in the state. Eleven of the consolidated schools had more than six teachers. The Board of Education had applied to the state for \$243,000 in funding to complete eight new school building projects including four new schools. The consolidation of schools was a trend ongoing around the state. For the 1924-1925 school year, Mecklenburg County was ranked 50th for its number of one-teacher schools, with fourteen schools remaining in the county.⁵³ By the end of 1925, there were only fourteen one-teacher schools remaining in Mecklenburg County. These schools enrolled a total of 428 students.⁵⁴

⁵¹ "County School Closed by Board of Education," *Charlotte Observer*, October 2, 1923.

⁵² Mecklenburg County Board of Education Minutes Book, Vol. 4 (1923-1924), 347, in the Mecklenburg County Board of Education records, J. Murrey Atkins Library Special Collections and University Archives, University of North Carolina at Charlotte.

⁵³ Edgar T. Thompson, "The County's Schools," in Thompson, ed., *Agricultural Mecklenburg and Industrial Charlotte* (Charlotte: Queen City Printing Co., 1926), 107, 117.

⁵⁴ "One-Teacher Schools Have Been Reduced by Nearly 75 Per Cent within 25 Years," *Charlotte Observer*, December 20, 1925.

Adaptive Reuse as a Residence



Figure 9 The former Sardis School, built in 1903, in its current use as a residence. April 2019 photograph from Google StreetView.

When schools were closed in Mecklenburg County, the buildings were typically auctioned. In November 1910, the former Ashcraft schoolhouse in Clear Creek District 6 and Beech Grove schoolhouse in Long Creek District 7 were to be auctioned at public sale on November 26. P. C. Harkey purchased the closed Sardis School and two acres of land in Sharon Township in August 1923 for \$890, converting the building into a residence. Caldwell Station School closed in June 1931, and the following year the facility was sold to American Legion Post #86.⁵⁵

The Caldwell-Bradford School was initially used as a community space. In June 1925 the Ladies Aid Society at Ramah Presbyterian Church held an ice cream supper at the former school the evening of Saturday, June 13.⁵⁶ The Caldwell-Bradford School was ordered to be auctioned in March 1927 along with ten other closed schools. However, it appears that ownership of the property reverted to or had been retained by the Caldwell family while the school was still in operation. A deed dated December 26, 1922, conveyed 59.75 acres “including about 3/4 acre School House lot” from S. T. and May

⁵⁵ “Board of Education to Meet Monday,” *Charlotte News*, November 5, 1910; Mecklenburg County Deed Book 509, Page 496; “Ten Abandoned School Houses Go at Auction,” *Charlotte Observer*, March 8, 1927; Gray, Caldwell Station School.

⁵⁶ “Ice Cream Supper,” *Charlotte Observer*, June 10, 1925.

Caldwell to their son John Grier Caldwell.⁵⁷ Two years later, John married Lillie Haltiwanger, a teacher at Huntersville High School.⁵⁸



Figure 10 Aerial view of Caldwell-Bradford School looking southeast, ca. 1982. From Vintage Aerial, <https://www.vintageaerial.com>.

While the date that John and Lillie moved into the former school is unknown, they converted it into a Craftsman-style bungalow with an addition of bedrooms made to the west elevation. As noted by local historian (and cousin to John) Nell Bradford Jenkins, the former Caldwell-Bradford School “still stands at the corner of Concord and McAulay roads and has been a dwelling house for many years.”⁵⁹ John farmed while Lillie taught school until her retirement. John died in 1971, and Lillie lived in the house until moving into Sharon Towers in Charlotte around 1977, when she sold the former school and nearly 38 acres of land to Drs. Robert and Karen Gochnauer.⁶⁰ The veterinarians opened North Mecklenburg Animal Hospital in Cornelius in 1976, and Robert was one of a few specialists in treating large animals and livestock.⁶¹

⁵⁷ Mecklenburg County Deed Book 605, Page 262.

⁵⁸ “Many Teachers Chosen for Schools in County,” *Charlotte Observer*, June 27, 1924.

⁵⁹ Jenkins, 26.

⁶⁰ Mecklenburg County Deed Book 3948, Page 238.

⁶¹ *Charlotte News*, July 17, 1976; “A Visit with a Country Vet,” *Charlotte Observer*, March 1, 1991.

Architectural Description

The Caldwell-Bradford School is one of the only known extant one-teacher schoolhouses remaining in Mecklenburg County. It was built in the early 1900s to serve the students of the immediate community along Concord Road in southern Deweese Township. After the school was closed in 1923, it was converted into a residence and renovated into a Craftsman bungalow. While its modern appearance does little to communicate its origins as a school, the Caldwell-Bradford School also serves as an example of the adaptive reuse of educational properties into private residences in Mecklenburg County.



Figure 11 Aerial view of the Caldwell-Bradford School looking southeast. Birdseye View, Mecklenburg County POLARIS 3G.

The Caldwell-Bradford School is located in northern Mecklenburg County north of Huntersville and south of Cornelius and Davidson near the Cabarrus County line. It is located on a 1.58-acre parcel at the corner of N. C. Highway 73 (Davidson-Concord Road) and McAuley Road, the last remaining public gravel road in Mecklenburg County and a local landmark. The structure is on the south side of the busy highway, which at the time of this report is two lanes but is planned to be expanded to four lanes. The parcel is largely open with mature shade trees around the structure. Most of the parcel is fenced, creating a yard for the structure, with a gate opening to McAuley Road for a short gravel drive and parking area in front of the former school. The topography of the site gently slopes from north to south.



There are two non-contributing structures on the property—a frame well house east of the Caldwell-Bradford School near the driveway and McAuley Road (left) and a metal storage building south of the structure (right).





The Caldwell-Bradford School is a one-story frame structure with a front-gabled roof and is sheathed with vinyl siding and asphalt architectural shingles. It is built upon a brick pier foundation. Most windows are paired replacement vinyl sash with 4-over-1 interior grid. The front and rear porches have replacement decking, steps, posts, and railing. There are three chimneys—a brick chimney, unknown if dating back to the construction of the school or added when made a residence—rising from the peak of the gabled roof, and two replacement concrete masonry chimney stacks at the west and east elevations.

The appearance of the Caldwell-Bradford School was likely altered when it was converted from a school into a residence in the 1920s or 1930s. At this time, the rooms along the west side of the house may have been added, as the wood structure and subfloor differ between what is likely the original portion of the school in the middle, which has sawn wood timbers with perpendicular wood plank subflooring. In contrast, the west portion has wood joists with diagonally-oriented wood plank subflooring. The roof may have been altered or even replaced at this time, as it features similar wood lumber as the west portion.



Figure 12 Attic



Figure 13 View at the crawlspace looking north toward the brick chimney. The wood plank subfloor at the top of the photo runs perpendicular to the floor beams, identifying this portion of the Caldwell-Bradford School as the original portion.



Figure 14 View at the crawlspace looking northeast. Visible are the original wood timber beams.



Figure 15 Looking up at the wood plank subfloor and wood joists at the west portion of the Caldwell-Bradford School in the crawlspace. This section was likely added later when the former school was converted into a residence.



The façade elevation of the Caldwell-Bradford School faces north and is three bays wide. It has a pair of windows and a replacement Craftsman door under the porch roof along with an enclosed section in the west bay with a horizontal sliding window in its east wall. The hipped porch has a centered gable with vinyl siding, square section wood posts and railing, and brick foundation with wood decking. A vinyl rectangular vent is located in the gable of the primary mass.



The east elevation of the Caldwell-Bradford School is three bays wide. The first bay at the north end of the elevation is gabled with a pair of replacement windows with a small vinyl vent centered in the gable. The middle bay also has a pair of replacement windows. This bay is divided from the rear bay, which has a small replacement window, by the replacement chimney.



The south elevation of the Caldwell-Bradford School features a shed porch which has been enclosed with windows on its south and east elevations. Replacement wood steps, decking, and railing comprises the small porch at the west bay of this elevation. Access to the crawlspace is through a wood door in the brick foundation wall. A shed extension with gable overhang extends from the west side of the elevation.





The west elevation of the Caldwell-Bradford School is three bays wide, each bay with a pair of replacement windows. The north and middle bays are divided by a replacement chimney.

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**North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary D. Reid Wilson

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

August 23, 2024

Stewart Gray
Charlotte-Mecklenburg Historic Landmarks Commission
2100 Randolph Rd.
Charlotte, NC 28207-1522

Email: Stewart.Gray@mecklenburgcountync.gov

RE: Proposed Designation of the Caldwell-Bradford School, 16401 Davidson-Concord Rd, Davidson, Mecklenburg County.

Dear Mr. Gray:

Thank you for submitting the local landmark report for the Caldwell-Bradford School, 16401 Davidson-Concord Rd, Davidson, Mecklenburg County. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

The report describes the Caldwell-Bradford School as “historically relevant as a representation of the small schools that dotted Mecklenburg County in the early twentieth century.”

The report provides a thorough history of the Caldwell-Bradford School, but the building has no historic integrity. That cannot be overcome with an improved argument or additional documentation, so we cannot offer recommendations to strengthening the argument. The report does provide the local governing body the information they need to make an informed judgement regarding the house’s worthiness for local designation.

Local landmark designation means the community recognizes the property is worthy of preservation because of its special significance to the local community. Any substantial changes in design, materials, and appearance of the property would be subject to the design review procedures of the preservation commission. The owner may receive an annual deferral of up to fifty percent of the property taxes for as long as the property is designated and retains significance and integrity. (N.C.G.S. 105-278 *et seq.*).

Thank you for the opportunity to comment on this report. Please note, our comments are advisory only and therefore, non-binding. Once the governing board has received a recommendation from the Charlotte-

Mecklenburg Historic Landmarks Commission, it should proceed in the same manner as would otherwise be required for an amendment to the zoning ordinance. Once the decision has been made, please return a completed copy of the enclosed designation form or a copy of the ordinance to our office.

This letter serves as our comments on the proposed designation of the Caldwell-Bradford School, 16401 Davidson-Concord Rd, Davidson, Mecklenburg County.

Please contact me at or Kristi.brantley@dncr.nc.gov (preferred) or 919-814-6576 should you have any questions about our comments.

Sincerely,

A handwritten signature in black ink that reads "Kristi Brantley". The signature is written in a cursive, flowing style with a long, sweeping underline that extends to the right.

Kristi Brantley
Local Preservation Commissions/CLG Coordinator

CC: Commission Chair

Enclosure

MEMO

To: File – Caldwell-Bradford School
From: HLC Staff
Date: October 8, 2024
Re: Comments from State Historic Preservation Office (SHPO) on Designation Report for Caldwell-Bradford School, within Huntersville’s Sphere of Influence

By email dated August 23, 2024, SHPO staff provided feedback based on their review of the Designation Report for the Caldwell-Bradford School. The SHPO staff concluded that “the building has no historic integrity,” a perceived shortcoming that they contend “cannot be overcome with an improved argument or additional documentation.”

HLC staff respectfully disagrees with that conclusion. As noted in the communication from SHPO staff, “Local landmark designation means the community recognizes the property is worthy of preservation because of its special significance to the local community.” The Designation Report clearly details the requisite special significance of the Caldwell-Bradford School to Huntersville and Mecklenburg County, including the following facts:

- The Caldwell-Bradford School is one of the only known surviving one-teacher schoolhouses remaining in Mecklenburg County. As such, it is a rare historically significant representation of the earliest public education institutions that once dotted the county’s rural landscape in the early twentieth century.
- Built in the 1890s and employing only one teacher at any given time, the Caldwell-Bradford School provided instruction up to grade six for students of all ages throughout the rural Deweese township for more than twenty years.
- The women who taught in the Caldwell-Bradford School and the children they educated hailed from some of north Mecklenburg County’s earliest settlers, families whose surnames remain prominent in the Huntersville community a century later, including Alexander, Barnhardt, Bradford, Caldwell, Cashion, Cowell, Deweese, Jetton, and Knox.
- Lying between two other significant north Mecklenburg designated local landmarks – the McAuley Road Farmland and the Cashion-Moore Family Cemetery – the Caldwell-Bradford School completes the historical narrative of the county’s agrarian beginnings.
- The Caldwell-Bradford School evidences the evolution of public education in Mecklenburg County and North Carolina as one-teacher schoolhouses transitioned to the graded-school model through school consolidations and closures and student busing.
- The structural changes made to the Caldwell-Bradford School building after its decommission as a school have acquired additional historical significance as a century-old example of architectural design and ingenuity in the adaptive reuse of a former educational resource. As a residence since the 1920s, the structure stands as part of the rapidly diminishing inventory of century-old homes remaining in north Mecklenburg.

Following review of the Designation Report and the SHPO feedback, HLC staff contends that the Caldwell-Bradford School building has retained both its historical integrity and special local significance, thereby warranting local landmark designation. The Designation Report has been updated to emphasize the forthcoming facts.

RECORD OF THE VOTE OF THE HISTORIC LANDMARKS COMMISSION ON THE

CALDWELL-BRADFORD SCHOOL

October 14, 2024

TWO MOTIONS WERE PRESENTED AND SECONDED: (1) THAT THE HISTORIC LANDMARKS COMMISSION FIND THAT THE CALDWELL-BRADFORD SCHOOL, 16401 DAVIDSON-CONCORD ROAD WITHIN THE SPHERE OF INFLUENCE OF HUNTERSVILLE, N.C., HAS THE REQUISITE HISTORIC INTEGRITY AND SPECIAL LOCAL SIGNIFICANCE FOR HISTORIC LANDMARK DESIGNATION; AND (2) THAT THE HISTORIC LANDMARKS COMMISSION RE-AFFIRM ITS AUGUST 12, 2024, UNANIMOUS DECISION TO PROCESS THE CALDWELL-BRADFORD SCHOOL FOR HISTORIC LANDMARK DESIGNATION INCLUDING THE EXTERIOR OF THE SCHOOL AND THE ASSOCIATED TAX PARCEL. THE COMMISSION UNANIMOUSLY APPROVED BOTH MOTIONS.

Favor

Mr. Robert Barfield, Ms. Lesley Carroll, Mr. Brian Clarke, Mr. Andrew Dunn, Ms. Victoria Grey, Mr. John Kincheloe, Dr. Emily Makas, Ms. Melanie Reddrick.

Oppose

None

Abstain

None

Absent

Ms. Dontressa Ashford, Ms. Andra Eaves, Ms. Nadine Ford, Mr. Charlie Miller.



MECKLENBURG COUNTY
County Assessor's Office

August 15, 2024

Stewart Gray
Senior Preservation Planner
Charlotte-Mecklenburg Historic Landmarks Commission
2100 Randolph Rd.
Charlotte, NC 28207

In Re: Parcel Number 011-081-07
Bragg John Frank Jr
Bragg Katharine B
1031 S Caldwell St
Charlotte, NC 28203

Dear Mr. Gray,

Based on the current value and tax rate, the potential amount of deferrable taxes on the above-mentioned property would be \$506.01 for Mecklenburg County taxes, \$122.55 for Police District tax for Huntersville and \$93.74 Fire District tax for Huntersville. This is for the exterior designation of building only, including approximately 1.68 acres of land.

Very truly yours,
Atanya Graham
Sr. Assessment Specialist



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Brian Richards, Planning Director

Subject: Rezoning Petition #R24-12 TF Walden LP

EXPLAIN REQUEST:

Consider decision on R24-12, a request by TF Walden LP to Rezone +/- 21.509 acres South of Ramah Church Rd. from Neighborhood Residential Conditional District (NR-CD) to Neighborhood Residential Conditional District (NR-CD) to modify the berm dimension standards in Article 7.5.4 (Parcels: 01943117 & 01943169)

ACTION RECOMMENDED:

Consider decision on R24-12, a request by TF Walden LP to Rezone +/- 21.509 acres South of Ramah Church Rd. from Neighborhood Residential Conditional District (NR-CD) to Neighborhood Residential Conditional District (NR-CD) to modify the berm dimension standards in Article 7.5.4 (Parcels: 01943117 & 01943169)

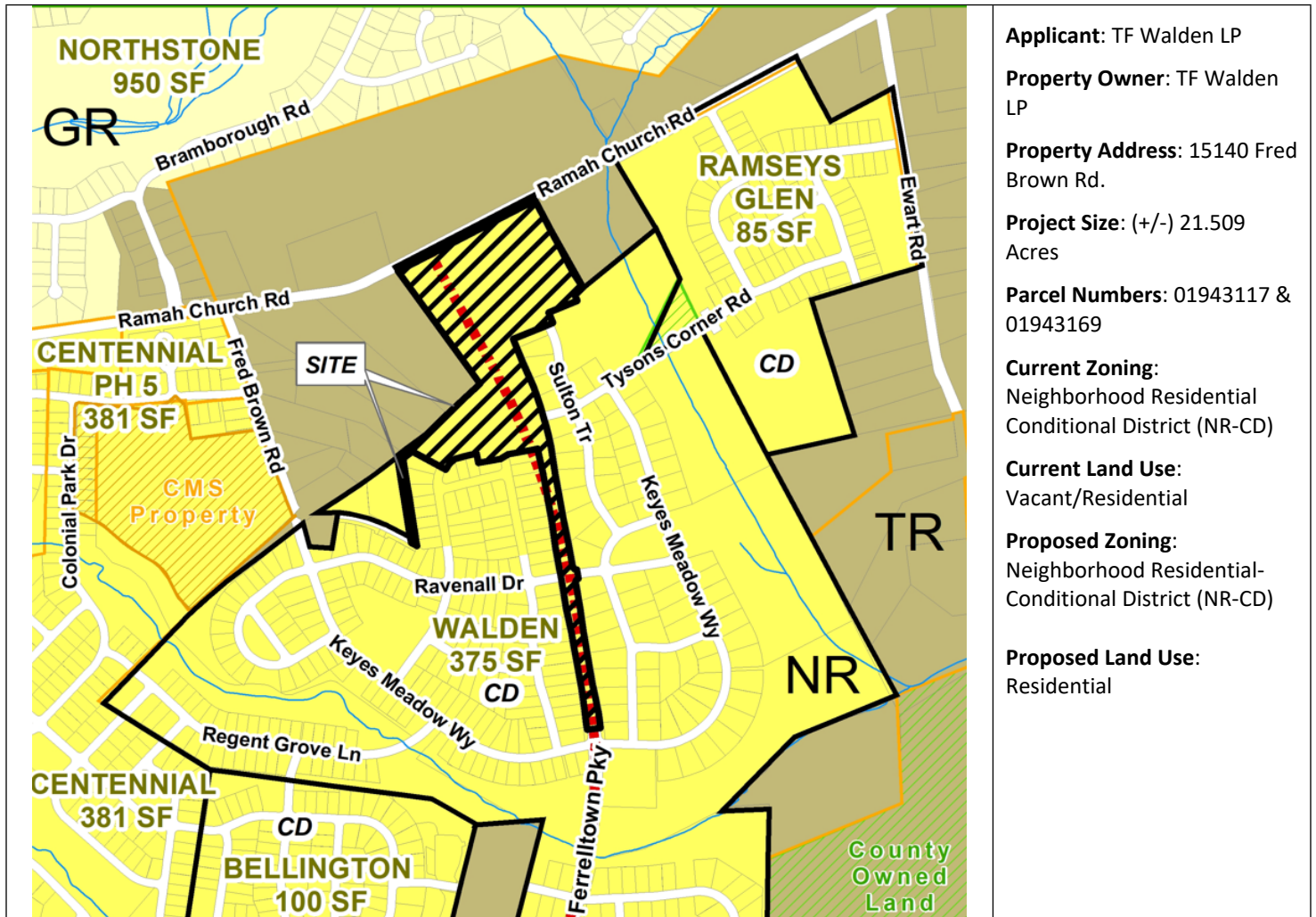
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. R24-12 Walden Berm Revision TB Staff Report 12-3-24
2. A Application R 24-12
3. B Propsed CD Rezoning RTAP 11.7.2024
4. C Walden Community Meeting Report

Petition R24-12 Walden Berm Revision

PART 1: PROJECT SUMMARY

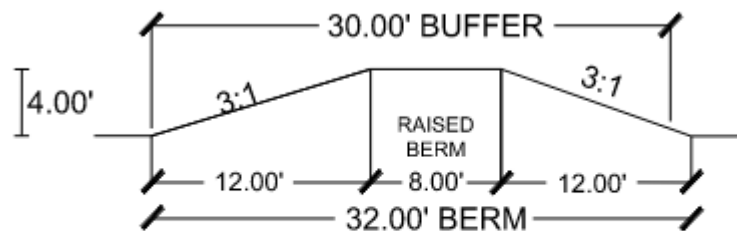


- Purpose: Rezone 21.509 acres south of Ramah Church Rd. from Neighborhood Residential Conditional District (NR-CD) to a revised Neighborhood Residential Conditional District (NR-CD) to modify the berm dimension standards in Article 7.5.4 Additional Buffer Yard Standards. The applicant is seeking relief due to design challenges for the berm that was accepted as a condition of approval for rezoning R18-04 Walden Revision - Boovey.
- Adjoining Zoning and Land Uses.
 - North: Transitional Residential- Residential
 - South: Neighborhood Residential - Residential
 - East: Transitional Residential & Neighborhood Residential Conditional District- Residential
 - West: Transitional Residential & Neighborhood Residential - Residential
- A community meeting was held on Monday, November 4, 2024 and the questions asked by attendees are summarized in the Community Meeting Report (see Attachment C).
- Notice for this rezoning petition was sent via postcard to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs in the vicinity.

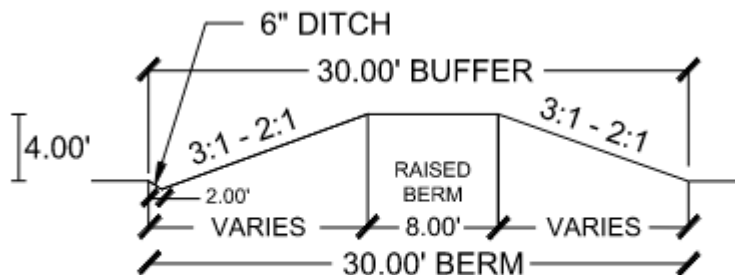
PART 2: REZONING/SITE PLAN

The proposed Conditional District Rezoning Plan is generally compliant with the Zoning Regulations. There is one modification request detailed herein. Significant elements include:

- As part of R18-04 Walden Revision – Boovey the adjacent property owners requested an increased buffer width (30' vs the ordinance standard 20') and to include a 4' high berm. Both were agreed to by the applicant and approved by the Town Board. **Modification request** to allow for variable slope dimensions to allow for the 4' high berm to be installed within a 30' buffer width. Strict adherence to ordinance standards would require a 32' to 35' buffer width.
- The buffer and berm approved as part of R18-04 does not accommodate for offsite drainage and did not account for the dimension standards of Article 7.5.4. A berm designed to the Ordinance standards would need to be a minimum of 32' in width (see below).



APPROVED REZONING BERM SECTION



MODIFIED REZONING BERM SECTION

Staff Comment: Staff supports the modification request for a variable slope given the oversight of the berm design during the 2018 rezoning process. The intent of the buffer and berm are being met. Staff recommends that additional evergreen trees be added to the berm to enhance screening from the adjacent properties.

PART 3: TRANSPORTATION ISSUES

N/A

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan

Staff finds the proposed use/project is **consistent** with the following policies of the 2040 Huntersville Community Plan:

LU 11.1: Protect and enhance the unique character of Huntersville’s neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment.

- Encourage coordination with neighborhoods to address infrastructure needs such as sidewalks and drainage.

Staff Comment: The proposal as mentioned achieves a 30’ wide buffer with a 4’ high berm similar to the design standards outlined in Article 7.5.4 . This achieves the ordinances’ objective to create spatial separation and to minimize any adverse impacts on adjacent properties

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

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

STAFF COMMENT: The proposed rezoning for the Walden subdivision is consistent with the overall character of the approved development. The requested modification is in keeping with the nature and intent as approved in the 2018 rezoning R18-04.

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

STAFF COMMENT: There is no indication this project will have a negative impact on public facilities and or services.

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

STAFF COMMENT: Planning staff has no indication that the request will adversely affect known archeological, environmental, historical, or cultural resources.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R24-012 Walden Berm Revision, staff recommends approval with the conditions outlined below and that all minor staff comments remaining are addressed. The proposal is consistent with the Huntersville 2040 Community Plan policy LU 11.1.

Conditions for Approval:

- 1) Modification request to allow for variable slope widths. Staff recommends approval of a variable slope of 2:1 -3:1 as proposed.
- 2) A revision to approved plans (RTAP) is submitted and approved to update the current Preliminary Plan set.
- 3) Additional evergreen trees are added to the berm to enhance screening from adjacent properties.
- 4) A drainage swale is installed and maintained by the developer and HOA.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for November 19, 2024.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board Meeting was held on November 20, 2024.

Motion: L. Hallman made a motion to recommend approval of R24-12 Walden Berm revision with the conditions outlined below and that all minor staff comments remaining are addressed. The proposal is consistent with the Huntersville 2040 Community Plan policy LU11.1. Modification to allow for a variable slope widths. The Planning Board recommends approval of a variable slope of 2:1 – 3:1 as proposed. The RTAP is submitted and approved to update the current Preliminary Plan set. Additional evergreen trees are added to the berm to enhance screening from adjacent properties; and, a drainage swale is installed and maintained by the developer and HOA. It is reasonable and in the public interest to approve the rezoning plan because the berm modification does not erode the efficiency and intent of the berm. Additional evergreen trees will enhance the screening of the buffer from adjacent properties. J. Henson seconded the motion.

Vote: The motion passed (6-2) with S. Hensley & T. Loomis opposed.

PART 8: TOWN BOARD RECOMMENDATION

Town Board Meeting is scheduled for December 3, 2024.

PART 9: ATTACHMENTS

- A – Rezoning Application
- B – Proposed CD Rezoning RTAP
- C – Neighborhood Meeting Report

PART 10: CONSISTENCY STATEMENT – R24-12 Walden Berm Revision

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R24-012 Walden Berm Revision, staff recommends approval with the conditions outlined below and that all minor staff comments remaining are addressed. The proposal is consistent with the Huntersville 2040 Community Plan policy LU 11.1. 1) Modification request to allow for variable slope widths. Staff recommends approval of a variable slope of 2:1 – 3:1 as proposed. 2) A revision to approve plans (RTAP) is submitted and approved to update the current Preliminary Plan set. 3) Additional evergreen trees are added to the berm to enhance screening from adjacent properties. 4) a drainage swale is installed and maintained by the developer & HOA. <u>It is reasonable and in the public interest to approve the Rezoning Plan because the berm modifications do not erode the efficacy and intent of berm. Additional evergreen trees will enhance the screening of the buffer from adjacent properties.</u>	APPROVAL: Motion to recommend approval of R24-12 Walden Berm revision with the conditions outlined below and that all minor staff comments remaining are addressed. The proposal is consistent with the Huntersville 2040 Community Plan policy LU11.1. Modification to allow for a variable slope widths. The Planning Board recommends approval of a variable slope of 2:1 – 3:1 as proposed. The RTAP is submitted and approved to update the current Preliminary Plan set. Additional evergreen trees are added to the berm to enhance screening from adjacent properties; and, a drainage swale is installed and maintained by the developer and HOA. It is reasonable and in the public interest to approve the rezoning plan because the berm modification does not erode the efficiency and intent of the berm. Additional evergreen trees will enhance the screening of the buffer from adjacent properties	APPROVAL: In considering the proposed rezoning application R24-12 Walden Berm Revision, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
		DENIAL: DENIAL: In considering the proposed rezoning application R24-12 Walden Berm Revision, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

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

1. Application Type

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

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☒ Conditional Rezoning
- ☐ General Rezoning
- ☐ Master Signage Program
- ☐ Special Use Permit
- ☒ Revision to
Original Project # 385072
- ☐ Other _____

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

2. Project Data

Date of Application October 21, 2024

Name of Project Walden Subdivision Sketch RTAP Phase # (if subdivision) Sketch

Project Address SE of the t-intersection of Ramah Church Road & Fred Brown Road

Parcel Identification Number(s) (PIN) 01943117 & 01943169

Current Zoning District NR (CD) Proposed District (for rezoning only) NR (CD)

Property Size (acres) 219.698 Street Frontage (feet) Varies

Current Land Use Single Family Residential

Proposed Land Use(s) Single Family Residential

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

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

Revise berm grading requirements based on actual field conditions.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at <https://www.huntersville.org/528/Permits-Process>.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name TF Walden, LP (Craig Campbell) Phone 303-720-4436
☐ Corporation ☐ Limited Liability Company ☐ Trust ☒ Partnership ☐ Other: _____

☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title Land Development Manager Email ccampbell@starwoodland.com

Address of Applicant 8433 Enterprise Cir Suite 100, Bradenton, FL 34202

7. Property Owner (if different than applicant)

*Printed Name _____ Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner _____

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

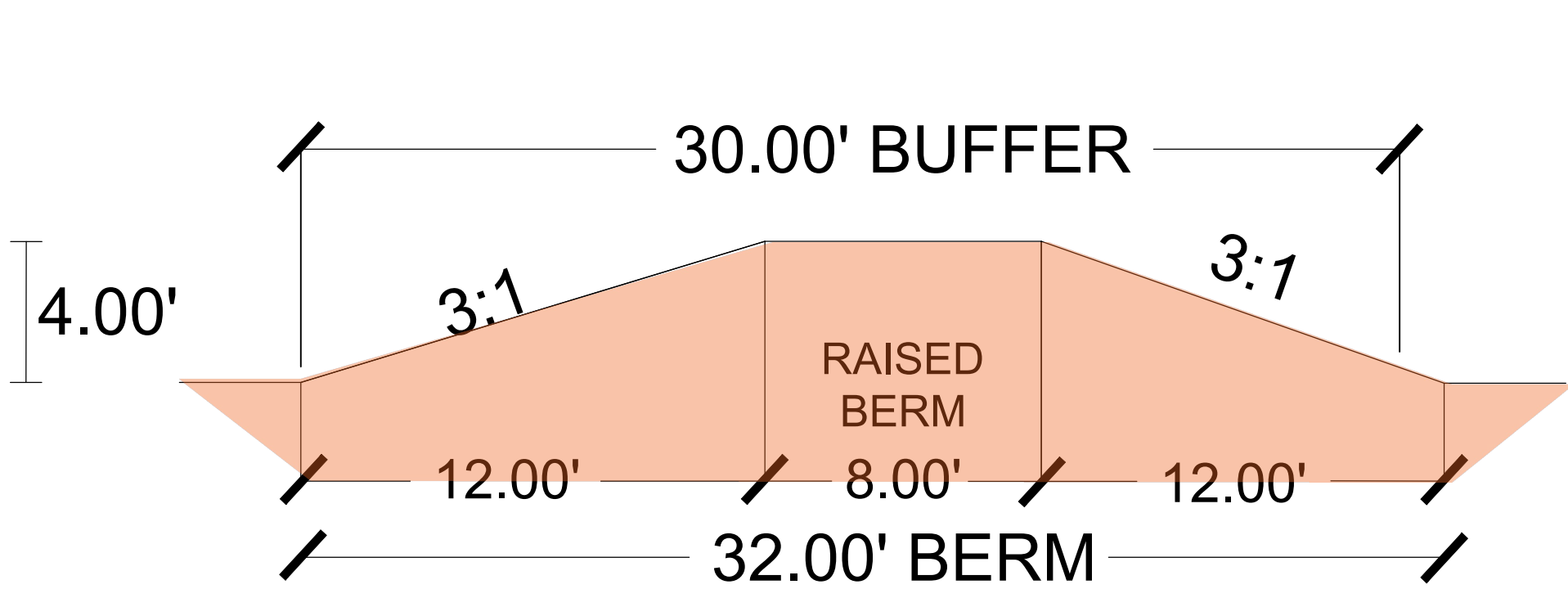
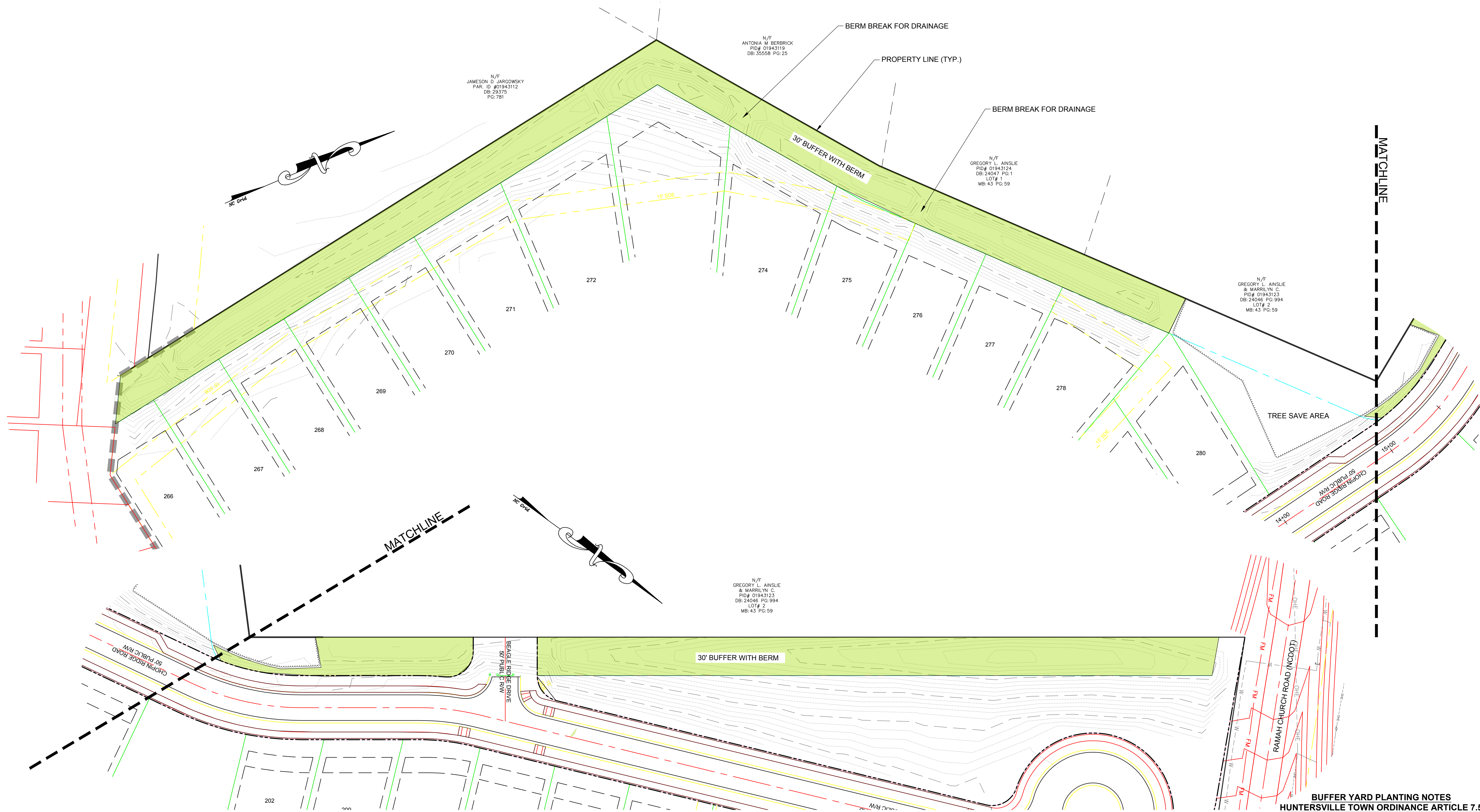
Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing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

8. Development/Design Firm Contact Information

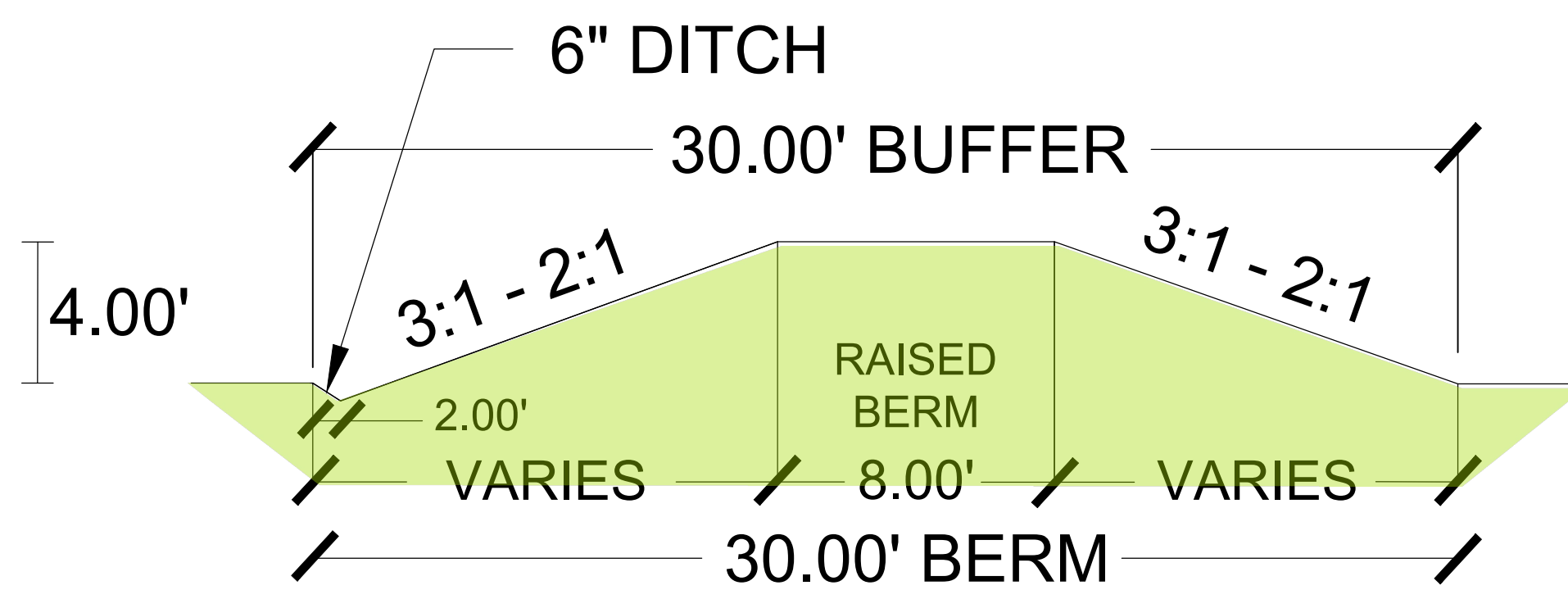
Starwood Land	Craig Campbell	303-720-4436	ccampbell@starwoodland.com
Development Firm	Name of Contact	Phone	Email
R Joe Harris & Associates	Daniel Gates	803-802-1799	dgates@rjoeharris.com
Design Firm	Name of Contact	Phone	Email

Contact Information

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



APPROVED REZONING BERM SECTION



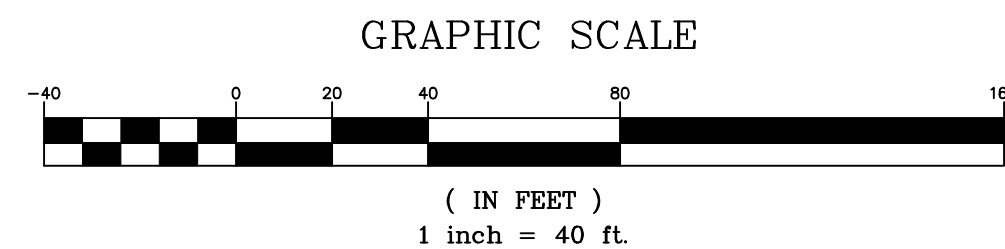
MODIFIED REZONING BERM SECTION

**BUFFER YARD PLANTING NOTES
HUNTERVILLE TOWN ORDINANCE ARTICLE 7.5**

**30' SUPPLEMENTAL RESIDENTIAL BUFFER YARD
LANDSCAPING ALONG ABUTTING PROPERTIES**

TOTAL LENGTH = 33.33 LINEAR FEET X 30 LINEAR FEET = 1,000 SF

- REQUIRED PLANTING RATIO (30' BUFFER YARD)**
- 25% EVERGREEN TREES PER 1,000 SF
 - 25% CANOPY TREES PER 1,000 SF (LARGE MATURING)
 - 25% UNDERSTORY TREES PER 1,000 SF (SMALL MATURING)
 - 3 TREES PER 1,000 SF
 - 10 SHRUBS PER 1,000 SF (100% EVERGREEN)
- NUMBER OF TREES & SHRUBS SHOWN MUST BE THE MINIMUM NUMBER PLANTED. TYPE AND ACTUAL LOCATION MAY VARY.
- EXISTING TREES AND SHRUBS CAN COUNT TOWARDS PLANTING REQUIREMENTS, AS LONG AS THEY MEET THE REQUIRED SIZE.
- BUFFER TO BE INCREASED TO 30' AT THE BACK OF LOT 266, SHALL RUN ALONG THE BACK OF LOTS 266 TO 278, AND SHALL TURN TO RUN ADJACENT TO CHOPIN RIDGE RD. BUFFER SHALL INCLUDE 4' BERM RUNNING ENTIRE LENGTH OF 30' BUFFER, APPROXIMATELY 1,925 LF. BERM SHALL UNDULATE AS NECESSARY TO ALLOW DRAINAGE TO PASS THROUGH, WHERE MATURE TREE VEGETATION EXISTS, SAVING THE MATURE VEGETATION SHALL BE FIRST AND ADDING A BERM IS SECONDARY.



DATE	ISSUED FOR	REV



Engineer:

RJH

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning
Management

1186 Stonemont Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoe-harris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal	Engineer's Seal

Project Manager D. Gates	Drawn D. Gates
Department Manager B. Pridemore	Checked D. Gates
Print/Plot Date November 4, 2024	
Asbuilt Drawn -	Asbuilt Date -
Client TF Walden, LP 8433 Enterprise Cir Suite 100, Bradenton, FL 34202 P: 9413880707	
Project: Walden Phase 8 & 9	
Drawing Title: Rezoning RTAP Berm Modification	
Project No. 2524	Drawing No. BERM
DWG File Name: Walden Berm Rezoning RTAP	

Walden Neighborhood Meeting Summary

Meeting Details:

- **Date:** November 4, 2024
- **Time:** 6:00 PM
- **Location:** Huntersville
- **Attendees:** David Peete (Plan Approval), Developer, Engineers, and Neighbors

Representatives:

- David Peete, PE
- Daniel Gates, PE & Swati Patel (Engineers from RJH), presenting Walden Rezoning RTAP (Modification of Berm)
- Sean T. Calloway, PE, discussing the design with neighbors

Key Discussion Points:

- **Neighbor Concerns:** Neighbors expressed concern that the berm is not functioning as intended. Issues include standing water, which is leading to soil erosion, accumulation of dirt on properties, foul odors, and increased mosquito activity.
- **Questions from Neighbors:** A primary question from the neighbors was regarding the berm's effectiveness. Specifically, they asked if the berm isn't performing as expected, how the development received initial approval.



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager
Emily Sloop, Town Attorney

Subject: Real Property Surplus Resolution

EXPLAIN REQUEST:

16215 Amber Field Dr (Parcel 00925231) and 16209 Amber Field Dr (Parcel 00925230) are two parcels that are located in the Harvest Point Subdivision and were donated to the Town by the subdivision developer nearly 25 years ago. Previous investigation efforts by the Town suggest that these parcels would likely require site modifications to address potential soil concerns and infiltration of groundwater as noted from field boring samples. The Town has no immediate use or plans for the parcels.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Surplus Memo - Amber Field Properties 11-13-24
2. Map - Amber Field Dr



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO DECLARE SURPLUS PROPERTY

Resolution No. R-2024-41

WHEREAS, the Town of Huntersville (the "Town") owns certain real property (the "Properties") further described as Mecklenburg County Parcel ID numbers 00925230 and 00925231; and

WHEREAS, the Town currently does not need or use the Properties; and

WHEREAS, the Town of Huntersville Board of Commissioners (the "Town Board") now desires to declare the Properties surplus property.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board hereby declares the Properties surplus property.

Adopted this 3rd day of December, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



DATE: November 13, 2024
TO: Town of Huntersville Board of Commissioners
FROM: Bobby Williams, Assistant Town Manager
SUBJECT: Declaring Surplus Property

This memo serves to request that the Town Board declare the following parcels as surplus, for disposal by the Town.

- 16215 Amber Field Dr (Parcel 00925231)
- 16209 Amber Field Dr (Parcel 00925230)

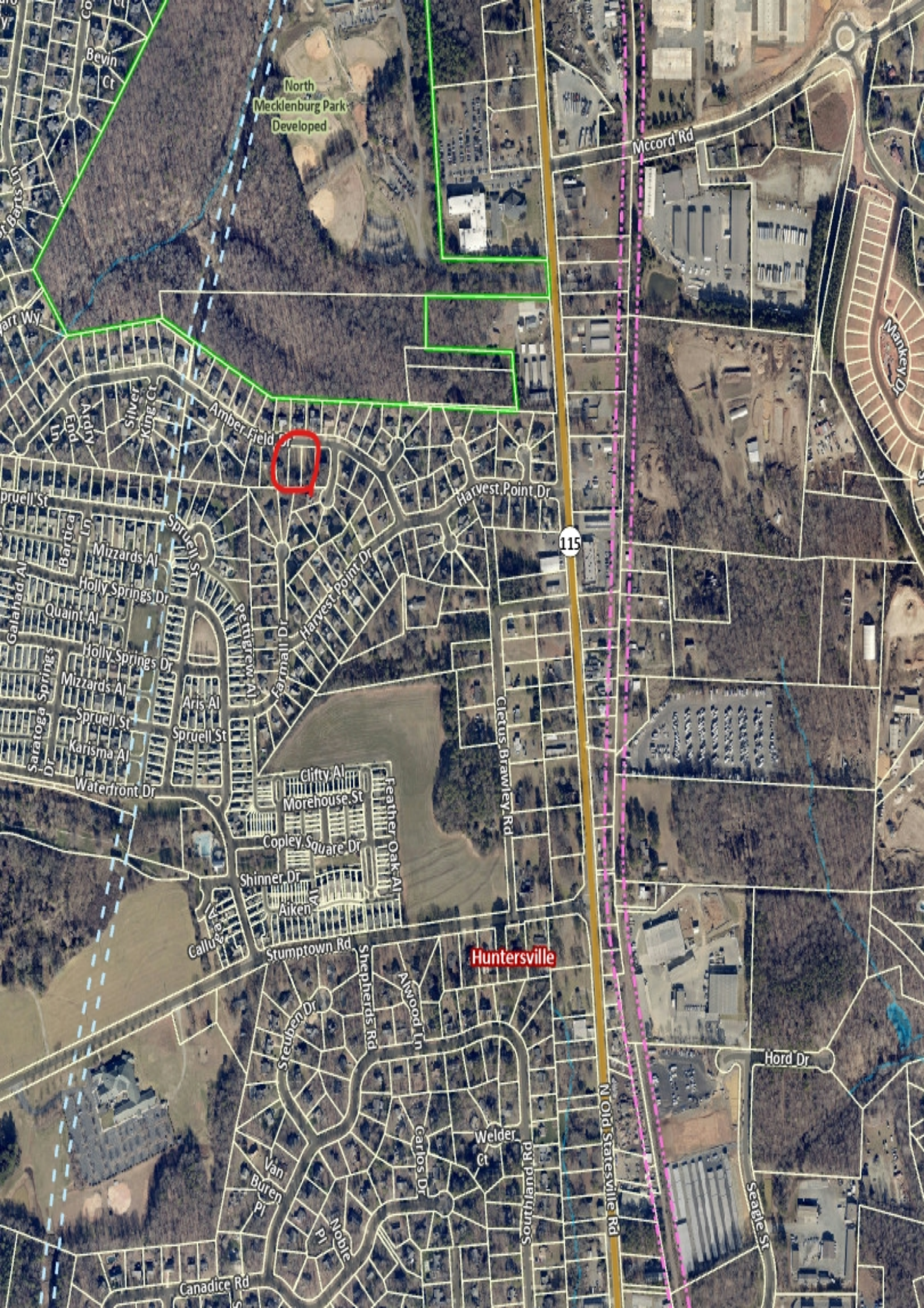
The two parcels are located in the Harvest Point Subdivision and were donated to the Town by the subdivision developer nearly 25 years ago. Current staff are unaware as to why these lots were donated to the Town.

The Town has no immediate use or plans for the parcels.

Previous investigation efforts by the Town suggest that these parcels would likely require site modifications to address potential soil concerns and infiltration of groundwater as noted from field boring samples.

Current tax value for the parcels is \$80,000 per lot. A 2021 appraisal suggested a value of \$60,000 apiece, noting the value was based on the "extraordinary assumption...that the lots are buildable and any soils or ground water related issues could be reasonably mitigated."

Thank you for your consideration in this matter and please feel free to contact me with any questions.





Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: 2024 Audit Items Clarification

EXPLAIN REQUEST:

During the 2024 annual audit, the auditor identified a Financial Indicator of Concern. Management is required by the Local Government Commission (LGC) to disclose to the Board the concern and how it will be corrected. The auditors identified a Material Weakness related to capital assets that were not recorded in prior years as construction in progress in the Grant Fund. Going forward, a checklist has been developed to include the grant fund to ensure that capital for construction in progress will be included. This will be signed off by the Assistant Finance Director and Finance Director.

ACTION RECOMMENDED:

Sign the corrective action plan.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Corrective Action Plan



TOWN OF HUNTERSVILLE, NORTH CAROLINA

CORRECTIVE ACTION PLAN FOR THE YEAR ENDED JUNE 30, 2024

Material Weakness

Finding 2024-001

Name of Contact Person: Pattie McGinnis

Corrective Action: The Town has put procedures in place to ensure that the Grant fund capital items will be reviewed for all Capital items including Construction in Progress (CIP) for the year end audit. To prevent recurrence, the Grant Fund capital including Construction in Progress (CIP) will be included on a check list at year and reviewed by both the Assistant Finance Director and Finance Director to ensure capital is recorded properly.

Proposed Completion Date: Immediately.

Christy Clark, Mayor

Jennifer Hunt, Mayor Pro Tem

Alisia Bergsman, Commissioner

Amanda Dumas, Commissioner,

Edwin Quarles, Commissioner

LaToya Rivers, Commissioner

Nick Walsh, Commissioner

Anthony Roberts, Town Manager

Pattie McGinnis, Finance Director



Request for Board Action

December 3, 2024

To: The Honorable Mayor and Board of Commissioners

From: Heather Maloney, Transportation Planner

Subject: Gilead Road Project Removal from STIP Project U-5807

EXPLAIN REQUEST:

The vision for Huntersville, as described in the 2040 Community Plan, is for the town to be “the most livable community in North Carolina.” To realize this vision, the Plan outlines a goal of “creating vibrant, pedestrian-accessible mixed-use areas with restaurants, small businesses, and housing,” with Downtown Huntersville as one such activated mixed-use center. The Downtown Plan, which was adopted subsequent to the Community Plan, includes a number of organizing principles for guiding the development of Downtown Huntersville into the robust and attractive center of our community:

- Treat the car as Guest on all streets.
- Create an optimal pedestrian environment—along all streets and within nature.”
- Plan for automobile circulation with a street network approach vs the current dendritic (branched, tree-like form) and disconnected pattern.

The Downtown Plan also explicitly recommends that “Gilead Rd is not widened and is designed as a Multimodal street.”

On Tuesday, August 6th, the Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall to discuss the Gilead Road project and its current design proposed by NCDOT. Staff was directed to prepare a resolution for the Board to consider.

After approving the resolution, we will forward the resolution and cover letter to Charlotte Regional Transportation Planning Organization (CRTPO) officials.

ACTION RECOMMENDED:

Staff recommends approving the attached resolution.

FINANCIAL IMPLICATIONS:

No financial impact at this time.

ATTACHMENTS:

None



REMOVAL OF GILEAD ROAD WIDENING PROJECT (PROJECT U-5807) FROM STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)

Resolution No. R-2024-42

WHEREAS, the Huntersville 2040 Community Plan sets a vision of making Huntersville the most livable community in North Carolina by creating vibrant, pedestrian-accessible mixed-use areas; and

WHEREAS, Huntersville's Downtown Master Plan calls for Downtown Huntersville to be more walkable and bikeable, where the street design allows for safer pedestrian crossings and where the car is treated as a guest on all streets; and

WHEREAS, the intersection of Gilead Road, Huntersville-Concord Road, and Old Statesville Road (NC 115) is considered the symbolic center of downtown; and

WHEREAS, it is critical that the intersection of Gilead Road and NC 115 be designed to enable Downtown Huntersville to continue to grow as a vital center of the community that prioritizes quality of life, green spaces, environmental safety, meaningful economic development, and multimodal transportation.

WHEREAS, the Strategic Transportation Improvement Program (STIP) identifies the construction funding for and scheduling of transportation projects throughout the state, and that funding is directed at addressing congestion; and

WHEREAS, the STIP Project U-5807 is designed to widen Gilead Road and the intersection at NC 115 in a manner that will result in the destruction of several downtown buildings; and

WHEREAS, the Downtown Plan recommends that Gilead Road not be widened, but rather designed to support multimodal travel.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Huntersville that the Project U-5807 be removed from the STIP.

Adopted this 3rd day of December, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney