



AGENDA

Regular Town Board Meeting

August 2, 2021 - 6:00 PM

HUNTERSVILLE RECREATION CENTER (11836 Verhoeff Drive)

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

1.A. Traffic Impact Analysis Discussion and Possible CIP Projects.

2. Call to Order

3. Invocation - Moment of Silence

4. Pledge of Allegiance

5. Mayor and Commissioner Reports-Staff Questions

6. Public Comments, Requests, or Presentations

7. Agenda Changes

8. Public Hearings

8.A. Conduct public hearing on Petition #R21-09, a request by CapRock LLC to rezone +/- 38.1 acres east of Old Statesville Rd, Caldwell Station Rd, and south of Mayes Rd from Corporate Business and Transitional Residential to Traditional Neighborhood Development – Urban Conditional District for a mixed-use development with commercial, apartments, and townhomes; (Parcels:01103103, 01103204, 01103205, 01103206, 01103207, 01103208, 01103209, 01103210, 01103211). The applicant requests public hearing be continued to August 16. (*Brian Richards*)

8.B. Conduct public hearing on Petition #TA21-06 Detached Garages in Farmhouse Clusters, a request by Jason Richardson to amend Article 3.2.1 (e, 6) and Article 3.2.2 (e, 6) of the Huntersville Zoning Ordinance to allow detached garages in the side yard of home lots in farmhouse clusters. (*Lauren Speight*)

9. Other Business

- 9.A. Consider adopting Resolution to approve the Exchange Agreement with Bowman Acquisitions, LLC, whereby the Town is exchanging Parcel ID #01908108 and #01908109 for a portion of Parcel ID #01908137A and #01908137B. *(Emily Sloop)*

10. Consent Agenda

- 10.A. Approve Resolution Authorizing Electronic Advertisement of Contracts Subject to Article 8 of Chapter 143 of the NC General Statutes. *(Emily Sloop)*
- 10.B. Adopt Ordinance to temporarily close certain state-maintained roads for the Veterans Day Parade and Event. *(Michael Jaycocks)*
- 10.C. Receive 2021 Progress Report on Implementation of Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan for Town of Huntersville. *(Bobby Williams)*
- 10.D. Adopt bylaws for the 150th Anniversary Committee. *(Emily Sloop)*
- 10.E. Approve budget amendment recognizing contributed capital from Ingleside escrow account and appropriate to the Vance Road project in the amount of \$126,471.53. *(Pattie McGinnis)*
- 10.F. Approve budget amendment recognizing revenue in the amount of \$124,816.80 from C4 Cstore Holdings II LLC and appropriate as a part of the Main Street project in the amount of \$124,816.80. *(Pattie McGinnis)*
- 10.G. Approve the First Amendment to the Capital Project Ordinance for the Huntington Green sidewalk project in the amount of \$66,844.00. *(Pattie McGinnis)*
- 10.H. Adopt Resolution Awarding Vance Road at Gilead Road Construction Project. *(Kevin Fox)*
- 10.I. Adopt Resolution to acquire property for the construction of a new fire station. *(Emily Sloop)*
- 10.J. Approve updated Town Board Meeting Schedule. *(Janet Pierson)*
- 10.K. Approve Tax Collector's Settlement for Fiscal Year 2021 (Tax Year 2020) and adopt Order of Collection for Fiscal Year 2022 (Tax Year 2021). *(Pattie McGinnis)*
- 10.L. Call a public hearing for Tuesday, September 7, 2021 at 6:00 p.m. at the Huntersville Recreation Center (11836 Verhoeff Drive) or Huntersville Town Hall (101 Huntersville-

Concord Road), on Petition #TA 21-07, a request by Nick Lombardo on behalf of North American Properties, to amend Article 4: Shopfront Building, Architectural Standards and Principles of the Huntersville Zoning Ordinance, to allow metal panel accents up to 30 percent of any façade visible from the street. (*Lauren Speight*)

- 10.M. Call a public hearing for Tuesday, September 7, 2021 at 6:00 p.m. at the Huntersville Recreation Center (11836 Verhoeff Drive) or Huntersville Town Hall (101 Huntersville-Concord Road) on Petition #R21-10, a request by ADE 883, LLC to rezone 10401 Hambright Road (tax ID 01740103) from Corporate Business to Corporate Business Conditional District, to reduce the planting requirements of the 80 foot CB buffer. (*Brad Priest*)

11. Closing Comments

12. Adjourn

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Brian Richards, Assistant Director

Date: August 2, 2021

Subject: Petition #R21-09 Caldwell Crossing Mixed Use

EXPLAIN REQUEST:

Continue the Public Hearing until August 16th for R21-09, a request by CapRock LLC to Rezone +/- 38.1 acres East of Old Statesville Rd, Caldwell Station Rd, and South of Mayes Rd to rezone from Corporate Business (CB) & Transitional Residential (TR) to Traditional Neighborhood Development – Urban Conditional District (TND-U-CD) for a mixed-use development with commercial, apartments, and townhomes; (Parcels:01103103, 01103204, 01103205, 01103206, 01103207, 01103208, 01103209, 01103210, 01103211)

ACTION RECOMMENDED:

The applicant is requesting that the Public Hearing be continued until the August 16th Town Board meeting.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Continue Public Hearing Memo 7-2-21

Brian Richards

From: Cindy Reid <Cindy@irvinlawgroup.com>
Sent: Friday, July 2, 2021 2:39 PM
To: Brian Richards
Cc: Lucas A. Shires; Mark Mahoney; Susan Irvin
Subject: Caldwell Crossing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Brian,

We would like to request that the August 2 Public Hearing for Caldwell Crossing be continued to August 16. Please let me know if you need anything else. We are working on resubmittal of the Rezoning Plan and will have the TIA submitted to the Town by July 16.

I'll send the community meeting minutes mid-week next week. Thank you for coming to the meeting.



CINDY C. REID | ATTORNEY

office: 19726 ZION AVENUE, CORNELIUS, NC 28031

mailing: P.O. BOX 2376, DAVIDSON, NC 28036

p: 704.896.0820 **f:** 704.896.0875 **e:** cindy@irvinlawgroup.com

This electronic message contains information from the law firm of Irvin Law Group, PLLC. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at Cindy@irvinlawgroup.com.

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Lauren Speight, Planner 1

Date: August 2, 2021

Subject: Petition #TA21-06 Detached Garages in Farmhouse Clusters

EXPLAIN REQUEST:

Petition #TA21-06 is a text amendment request submitted by Jason Richardson to amend Article 3.2.1 (e, 6) and Article 3.2.2 (e, 6) of the Huntersville Zoning Ordinance to allow detached garages in the side yard of home lots in farmhouse clusters.

ACTION RECOMMENDED:

Conduct Public Hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. TA21-06 - Detached Garage FC - PH Staff Report - 8 2 21_web

TA 21-06 – Detached Garages in Side Yard of Farmhouse Clusters

PART 1: DESCRIPTION

TA21-06 is a text amendment request made by Jason Richardson to amend Article 3.2.1 (e, 6) and Article 3.2.2 (e, 6) of the Huntersville Zoning Ordinance. The purpose of the amendment is to allow detached garages in the side yard of home lots in farmhouse clusters.

PART 2: BACKGROUND

On January 19, 2021 Mr. Richardson contacted Town Planning Department Staff to inquire about regulations regarding detached garages and accessory structures. Mr. Richardson and Staff subsequently discussed size requirements for accessory structures and the permitted location for detached garages. According to current Zoning Ordinance regulations (Article 4: Detached House, Article 8.16) detached garages may be located only in the rear yard. Under current regulations farmhouse clusters must maintain a generally rural appearance from public road(s) and at least 50% of the tract shall be designated as open space. Also, current regulations of the Zoning Ordinance require tree preservation per Article 7.4 of the Zoning Ordinance. As a result of the appearance, open space, and tree preservation requirements, farmhouse clusters generally include significant vegetation such that detached garages in the side yard may be less visible from public street for lots in farmhouse clusters.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

- LU-7.1: In lower intensity areas (including MD, RE, RC, CW) preservation of rural character and natural resources are prioritized. COMMENT: The proposed text amendment is an appropriate as farmhouse clusters have existing regulations that require a generally rural appearance from the public street. Where a farmhouse cluster does not include existing vegetation or opaque buffer from the public street, the installation of a buffer from the public street will be required before zoning approval is granted for a detached garage in the side yard of home lots in those farmhouse clusters.
- LU-9.2: Within lower intensity area including Moderate Density, Residential Edge, Rural Conservation, and Critical Watershed areas conservation design & farmhouse clusters are encouraged. COMMENT: The proposed text amendment further supports the scenic nature of roadways to be preserved. By allowing detached garages in the side yard of farmhouse clusters further grading and removal of existing natural vegetation and mature, native trees may be minimized.

PART 4: STAFF RECOMMENDATION

Planning staff recommends approval of the proposed text amendment application. LU-7.1 and LU-9.2 indicate in lower intensity areas, such as the Rural and Transitional Residential zoning districts where farmhouse clusters are located, the preservation of rural character and farmhouse clusters are encouraged. Additionally, under current Zoning Ordinance regulations (Article 3.2.1, e and Article 3.2.2, e), farmhouse clusters must maintain a general rural appearance from public roads; allocate at least 50% of the tract as open space; and, allocate the minimum amount of tree save per the requirements for the zoning district. An example of the recently approved Asbury Chapel Farmhouse Cluster demonstrates the buffer requirements can be found in

Attachment 3. Farmhouse clusters are already required to include vegetative buffers, so locating a detached garage in the side yard would not diminish the rural aesthetic required for farmhouse clusters.

Please see the drafted text below and the proposed amendment ordinance included in the agenda packet. Removed language is struck out, new language is **bold underline**.

Article 3.2.1 (e, 6) and Article 3.2.2 (e, 6)

6. No minimum lot size or width is required, so long as the project meets all other standards of the district. Lots in farmhouse clusters are exempt from the requirements for the placement of detached residential garages in Article 4: Detached House and Article 8.16. Farmhouse clusters must include an opaque vegetative buffer from the public street for the placement of detached garages in the side yard of home lots.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD

The Huntersville Ordinances Advisory Board (HOAB) reviewed the proposed text June 3, 2021 and recommended approval.

PART 6: PUBLIC HEARING

The Public Hearing is scheduled for August 2, 2021.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled to consider this text amendment on August 24, 2021.

PART 8: ATTACHMENTS AND ENCLOSURES

- Attachment 1 - Draft Language Ordinance
- Attachment 2 - Text Amendment Application
- Attachment 3 - Landscape Plan from Asbury Chapel Farmhouse Cluster

PART 9: STATEMENT OF CONSISTENCY – TA21-06

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA21-06, to amend Article 3.2.1 (e, 6) and Article 3.2.2 (e, 6) to allow detached garages in the side yard of home lots in farmhouse clusters, the Planning Staff recommends approval of the application based on the amendment being consistent with policies LU 7.1 and LU 9.2 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it allows home lots in farmhouse to minimize grading and maintain a generally rural appearance of the farmhouse cluster from the public street.	APPROVAL: In considering the proposed amendment TA21-06, to amend Article 3.2.1 (e, 6) and Article 3.2.2 (e, 6) to allow detached garages in the side yard of home lots in farmhouse clusters, the Planning Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)	APPROVAL: In considering the proposed amendment TA21-06, to amend Article 3.2.1 (e, 6) and Article 3.2.2 (e, 6) to allow detached garages in the side yard of home lots in farmhouse clusters, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)
	DENIAL: In considering the proposed amendment TA21-06, to amend Article 3.2.1 (e, 6) and Article 3.2.2 (e, 6) to allow detached garages in the side yard of home lots in farmhouse clusters, the Planning Board recommends denial based on the amendment being <u>(consistent OR inconsistent) with (insert applicable plan reference).</u> It is not reasonable and in the public interest to amend the Zoning Ordinance because....(Explain)	DENIAL: In considering the proposed amendment TA21-06, to amend Article 3.2.1 (e, 6) and Article 3.2.2 (e, 6) to allow detached garages in the side yard of home lots in farmhouse clusters, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent) with (insert applicable plan reference).</u> It is not reasonable and in the public interest to amend the Zoning Ordinance because....(Explain)

Attachment 1

**AN ORDINANCE TO AMEND ARTICLES 3.2.1 (e, 6) and Article 3.2.2 (e, 6) OF THE ZONING
ORDINANCE TO ALLOW DETACHED GARAGES IN THE SIDE YARD OF HOME LOTS IN
FARMHOUSE CLUSTERS**

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Articles 3.2.1 (e, 6) and Article 3.2.2 (e, 6) of the **Zoning Ordinance** be hereby amended as follows:

6. No minimum lot size or width is required, so long as the project meets all other standards of the district. **Lots in farmhouse clusters are exempt from the requirements for the placement of detached residential garages in Article 4: Detached House and Article 8.16. Farmhouse clusters must include an opaque vegetative buffer from the public street for the placement of detached garages in the side yard of home lots.**

Section 2. That this ordinance shall become effective immediately.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: June 3, 2021 – Recommended Approval

PUBLIC HEARING DATE: August 2, 2021

PLANNING BOARD MEETING: August 24, 2021

TOWN BOARD DECISION: September 20, 2021

Attachment 2



Text Amendment Application

Date of Application May 25, 2021

Fee

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

Type of Change

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

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

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Zoning Article(s): 3.2.1 (e, 6) & 3.2.2 (e, 6) Section(s): _____

Current Ordinance

6. No minimum lot size or width is required, so long as the project meets all other standards of the district.

Proposed Text

6. No minimum lot size or width is required, so long as the project meets all other standards of the district. **Lots in farmhouse clusters are exempt from the requirements for the placement of detached residential garages in Article 4: Detached House and Article 8.16. Farmhouse clusters must include an opaque vegetative buffer from the public street for the placement of detached garages in the side yard of home lots.**

Reason for Proposed Change

Farmhouse clusters are designed to keep a more rural appearance in other requirements.
Limiting the placement of such detached structures seems to go against this purpose.

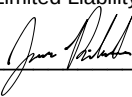
Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name Jason Richardson

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: Property Owner

Signature  Date May 25, 2021

Title _____ Email cccoltsicehockey@gmail.com

Address of Applicant 14120 Lea Point Ct Huntersville, NC 28078

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

**Town of Huntersville
Planning Department**
PO Box 664
Huntersville, NC 28070

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

Attachment 3



TREES

	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION
	16	Little Leaf Linden	<i>Tilia cordata</i>	2" cal.	8'	B&B
	9	Red Maple	<i>Acer rubrum</i>	2" cal.	8'	B&B
	14	Lily Magnolia	<i>Magnolia liliiflora</i>	2" cal.	8'	B&B
	31	Hinoki Falsecypress	<i>Chamaecyparis obtusa</i> "Filicoides"	2" cal.	8'	B&B
SHRUBS						
	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT	CONDITION
	99	Leatherleaf Viburnum	<i>Viburnum rhytidophyllum</i>	3 gal.	36"	Cont.

NOTE: 60' BUFFER TO BE MAINTAINED BY PROPERTY OWNER OR HOA AND SHALL NOT BE REMOVED.

NOTE: PERMITTED USES OF OPEN SPACE LANDS TO BE PRESERVED SHALL CORRESPOND GENERALLY TO PHYSICAL CONDITIONS AT THE TIME OF SUBDIVISION APPROVAL. RESTRICTIVE COVENANTS SHALL LIMIT USES TO THE CONTINUATION OF CERTAIN AGRICULTURAL ACTIVITIES (PASTURELAND, CROP CULTIVATION) OR RECREATION USES THAT PRESERVE THE VIEW FROM PUBLIC STREETS OF RURAL HERITAGE FEATURES TO BE PRESERVED.

TREE PROTECTION NOTES:

PROTECTIVE BARRICADES SHALL BE PLACED AROUND ALL PROTECTED TREES DESIGNATED TO BE SAVED IN DEVELOPMENT AREAS, PRIOR TO THE START OF DEVELOPMENT ACTIVITIES OR GRADING. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL DEVELOPMENT ACTIVITIES ARE COMPLETE OR CONSTRUCTION IN ACCORDANCE WITH STANDARDS SET FORTH IN THIS SECTION COMMENCES. THE AREA WITHIN THE PROTECTIVE BARRICADE SHALL REMAIN FREE OF ALL BUILDING MATERIALS, DIRT OR OTHER CONSTRUCTION DEBRIS. CONSTRUCTION TRAFFIC, STORAGE OF VEHICLES AND MATERIALS, AND GRADING SHALL NOT TAKE PLACE WITHIN THE DRIPLINE OF THE EXISTING TREES TO BE PROTECTED. BARRICADES SHALL BE ERRECTED AT A MINIMUM DISTANCE FROM THE BASE OF PROTECTED TREES ACCORDING TO THE FOLLOWING STANDARDS:

- A. FOR TREES 10' OR LESS DBH: PROTECTIVE BARRICADES SHALL BE PLACED A MINIMUM DISTANCE OF 5' FROM THE BASE OF EACH TREE. THE BARRICADE SHALL BE PLACED EITHER INSIDE OR OUTSIDE THE DRILLHOLE, WHICHEVER IS GREATER.
- B. FOR TREES GREATER THAN 10" DBH: PROTECTIVE BARRICADES SHALL BE PLACED AT A MINIMUM DISTANCE EQUAL TO 1' PLUS ONE PERCENT OF THE BASE OF THE PROTECTED TREE PLUS AN ADDITIONAL 1' FOR EACH ADDITIONAL 1" DBH GREATER THAN 10" DBH, OR OUTSIDE THE DRILLHOLE, WHICHEVER IS GREATER.
- C. EXCEPT FOR CROWN REMOVAL, WHEN SHALL NOT OCCUR WHERE AN EXISTING OR PROPOSED ENTRANCE/EXIT IS LOCATED.
- D. EXCEPT FOR DRIVEWAY ACCESS POINTS, SIDEWALKS, CURB AND GUTTER, NO PAVING WITH CONCRETE OR OTHER IMPERMEABLE MATERIALS WITHIN A TREE DRILLHOLE SHALL BE ALLOWED.
- E. WHERE GRADING WITHIN A TREE DRILLHOLE CANNOT BE AVOIDED:
 - F. LIMIT CUT AND FILL TO $\frac{1}{4}$ TO $\frac{1}{2}$ THE AREA WITHIN THE DRILLHOLE.
 - G. AVOID CUT AND FILL AROUND ENTIRE CIRCUMFERENCE OF TRUNK.
 - H. WHERE GRADING LEAVES ROOTS EXPOSED, CUT ROOTS CLEAN.
 - I. AVOID FILLING WITHIN THE DRILLHOLE OF A TREE WITHOUT SOME MEANS TO ALLOW AIR AND WATER TO REACH THE ROOTS.

SEED/SOD/MULCH:

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

1.1 PLANTING SOIL MIX

- A. MIX TOPSOIL WITH THE FOLLOWING SOIL AMENDMENTS IN THE FOLLOWING QUANTITIES:
1. WEIGHT OF LIME PER 1000 SQ. FT
 2. RATIO OF LOOSE COMPOST TO TOPSOIL BY VOLUME: 1:4
 3. RATIO OF LOOSE WOOD DERIVATIVES TO TOPSOIL BY VOLUME:
 4. WEIGHT OF BONEMEAL PER 1000 SQ. FT.
 5. WEIGHT OF COMMERCIAL FERTILIZER PER 1000 SQ. FT.
 6. WEIGHT OF SLOW-RELEASE FERTILIZER PER 1000 SQ. FT.
- SOIL TEST PROVIDED BY CONTRACTOR REQUIRED FOR TOPSOIL MIX.

INSTALLATION GUARANTEE REQUIRED

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

MAINTENANCE SURETY REQUIRED

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

RESIDENTIAL LOT TREE TABLE

- 3 FRONT AND 3 REAR YARD TREES REQUIRED FOR LOTS GREATER THAN 20,000 SF

LOT 1 TREES REQUIRED	3 FRONT YARD, 3 REAR YARD
LOT 1 TREES PROVIDED	3 FRONT YARD, 2 REAR YARD WITH BUFFER TREES
LOT 2 TREES REQUIRED	3 FRONT YARD, 3 REAR YARD
LOT 2 TREES PROVIDED	3 FRONT YARD, 2 REAR YARD WITH EXISTING TREES
LOT 3 TREES REQUIRED	3 FRONT YARD, 3 REAR YARD
LOT 3 TREES PROVIDED	1 FRONT YARD WITH EXISTING TREES ALL EXISTING TREES IN REAR YARD
LOT 4 TREES REQUIRED	3 FRONT YARD, 3 REAR YARD
LOT 4 TREES PROVIDED	2 FRONT YARD WITH EXISTING TREES ALL EXISTING TREES IN REAR YARD
LOT 5 TREES REQUIRED	3 FRONT YARD, 3 REAR YARD
LOT 5 TREES PROVIDED	3 FRONT YARD, ALL EXISTING TREES IN REAR YARD
LOT 6 TREES REQUIRED	3 FRONT YARD, 3 REAR YARD
LOT 6 TREES PROVIDED	1 FRONT YARD WITH BUFFER TREES. EXISTING TREES IN REAR YARD

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

GENERAL PLANTING NOTES:

1. THIS PLAN FOR PLANTING LOCATIONS ONLY. IF FOUND CONDITIONS VARY FROM THIS, CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO DO SO WILL RESULT IN CONTRACTORS LIABILITY TO REPLACE PLANT MATERIALS.
2. CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE FOR EXISTING PLANT MATERIAL TO BE REMOVED AND/OR RELOCATED.
3. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE COST OF REPAIR TO ALL DAMAGED UTILITIES.
4. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL PLANT MAINTENANCE, INCLUDING SHRUBS AND GROUNDCOVER, AND SHALL MAINTAIN AREA IN A WEED AND DEBRIS FREE CONDITION, THROUGHOUT GUARANTEE PERIOD.
5. WHERE TREES ARE PLANTED IN ROWS, THEY SHALL BE UNIFORM IN SIZE AND SHAPE.
6. SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE JUDGED. FAILURE TO MEET MINIMUM SIZE ON ANY PLANT WILL RESULT IN REJECTION OF THAT PLANT.
7. PLANTING SITE DETERMINATION:
SHADE TREES: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE TOP OF MATURE GROWTH, SPREAD SHALL BE THE DISTANCE FROM THE END OF THE BRANCHING LIGNAL AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "Y" CROUCHES THAT COULD BE POINTS OF WEAK LIMBS STRUCTURE OR DISEASE INVESTIGATION.
8. SHRUBS: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE AVERAGE HEIGHT OF THE TOP OF THE PLANT. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING AROUND THE SHRUB MASS. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH.
9. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED, FREE OF DISEASE, INSECT EGGS, AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS.
9. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE CROWNED AND IN THE STAGE OF GROWING CONDITION. ALL ROOT BOUND PLANTS SHALL BE REJECTED.
10. GROUPS OF SHRUBS SHALL BE PLANTED IN A CONTINUOUS MULCH BED WITH SMOOTH CONTINUOUS LINES. ALL MULCHED BED EDGES SHALL BE CURVILINEAR IN SHAPE FOLLOWING THE CONTOUR OF THE PLANT MASS. TREES LOCATED WITHIN FOUR FEET OF SHRUB BEDS SHALL SHARE SAME MULCH BED.
11. CONTRACTOR TO SLIGHTLY ADJUST PLANT LOCATIONS IN THE FIELD AS NECESSARY TO CLEAR OF DRAINAGE WAVES AND UTILITIES. REMOVAL OF EXISTING BEDS SHALL BE TO 12" DEEP. NO EXISTING DRAINAGE AWAY FROM BUILDINGS. IF SIGNIFICANT RELOCATIONS ARE REQUIRED, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH RELOCATIONS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY OF PLANT MATERIALS.

12. ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN. IF CONFLICTS ARISE BETWEEN ACTUAL SIZE OF AREA AND PLANS, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONNECTIONS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
13. ALL SUBSTITUTIONS OF PLANT MATERIAL ARE TO BE REQUESTED IN WRITING TO THE OWNER'S REPRESENTATIVE AND APPROVED IN WRITING BY THE OWNER PRIOR TO INSTALLATION. FAILURE TO OBTAIN SUCH APPROVAL IN WRITING MAY RESULT IN LIABILITY TO THE CONTRACTOR.
14. ALL CONTRACTORS SHALL BE REQUIRED TO COMPLETELY REMOVE ALL TRASH, DEBRIS AND EXCESS MATERIALS FROM THE WORK AREA AND THE PROPERTY (ESPECIALLY AT ALL CURB, GUTTERS AND SIDEWALKS) DAILY DURING INSTALLATION.
15. CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE IMPROVEMENTS, INCLUDING SEEDING. CONTRACTOR MUST CONTACT THE OWNER AT LEAST TO WORKING DAYS IN ADVANCE TO SCHEDULE ACCEPTANCE INSPECTION(S). CONTRACTOR MUST REPLACE ALL DEAD OR UNACCEPTABLE PLANTS DURING THE FOLLOWING RECOMMENDED PLANTING SEASON.
16. ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES WHERE POSSIBLE. CONTACT OWNER'S REPRESENTATIVE FOR A COORDINATED SOLUTION FOR ANY UTILITY CONFLICTS.
17. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES.
17. REFER TO PLANTING DETAILS FOR ADDITIONAL PLANTING INFORMATION.
18. ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES.
19. LANDSCAPE AREAS TO BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM.

TREE PLANTING NOTES:

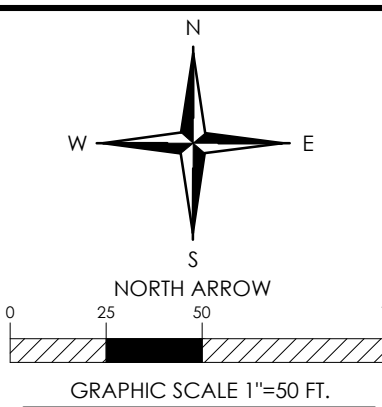
1. ALL TREES SHALL BE PLANTED PER TOWN OF HUNTSVILLE STANDARDS AND DETAILS
2. ALL PLANTING AND TOP 2/3 OF WIRE BASKET MUST BE CUT AWAY AND REMOVED FROM THE ROOT BALL PRIOR TO RECKLING PLANTING
3. LARGE MATURING TREES MAY NOT BE PLANTED WHERE OVERHEAD POWER LINES OR TRANSMISSION LINES EXIST IF THEY CONFLICT WITH POWER LINES OR SIGNS. CALL THE URBAN FORESTER TO RESOLVE BEFORE PLANTING.
4. ADDITIONAL PLANTING LOCATIONS AVOID UNDERGROUND UTILITIES.
5. NEW TREES SHALL BE A MINIMUM 2" CALIPER FOR STREET TREE REQUIREMENTS.
6. PREPARED OBSERVATION NOTES ON GRADING AND EROSION CONTROL SHEETS.
7. ALL TREES ARE TO BE NURSERY GROWN, BALL AND BURL (B&B) PREFERRED. A MINIMUM TREE CALIPER (MEASURED 4" ABOVE ROOT BALL) & MINIMUM HEIGHT.
8. STAKING IS OPTIONAL. RUBBER HOES AND ROPE OR WIRE FOR STAKING ARE NOT ALLOWED. STAKES ARE TO BE PLACED IN DIRECT CONTACT WITH TRUNK. REMOVE ALL TRUNK WRAP, TREE STRAPS, AND STAKING WIRE OR ROPE AFTER ONE GROWING SEASON. STAKES ARE TO BE REMOVED PRIOR TO AVOIDING DAMAGE TO ALL TREES AND SHRUBS SHALL MEET THE NORMAL REQUIREMENTS FOR THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN (AAAN).
9. ALL TREES AND SHRUBS TO BE PLANTED TO AVOID TRIANGLE BUT MUST BE LIMBED UP TO 6" HEIGHT CLEARANCE PER ADA REQUIREMENTS.
10. SNIP OR CRITERIA FOR TREE PLACEMENT AND PRUNING UP SHOULD BE DETERMINED AT DRIVEWAY/STREET INTERSECTIONS.
11. CONTRACTOR TO MAINTAIN CLEAR VIEWLINE BETWEEN 30° AND 72° FROM DRIVEWAY TO STREET MUST BE TREE OF LIMBS AND FOLIAGE FOR SAFE CROSS VISIBILITY.



**Know what's below.
Call before you dig.**



Landscope Architecture Civil Engineering
8712 Lindholm Dr Suite 202A, Huntersville NC 28078
p. 704.875.1615f | 704.875.0959 | www.hensontafley.com



ASBURY CHAPEL FARMHOUSE CLUSTER

Parcel ID# 01935117 11901 Asbury Chapel Road
Huntersville, NC 28078

LANDSCAPE PLAN

REVISIONS:

- REV1 - 11/23/2020 1ST EPM COMM.
REV2 - 01/06/2021 2ND EPM COMM.
REV3 - 01/07/2021 NCDOT COMM.

C11 LANDSCAPE PLAN.DWG

PROJECT NUMBER:	220047
-----------------	--------

DATE: 10/14/2020 DRAWN BY: TS

SHEET C11 OF 18

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Jacob Glass, Staff Attorney

Date: August 2, 2021

Subject: Resolution - Exchange Agreement with Bowman Acquisitions, LLC

EXPLAIN REQUEST:

Resolution to approve the Exchange Agreement with Bowman Acquisitions, LLC, whereby the Town is exchanging Parcel ID #01908108 and #01908109 for a portion of Parcel ID #01908137A and #01908137B

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Resolution to Approve Exchange Agreement TQ ES 6-14-21
2. Exchange Agreement TQ 6-14-21
3. 1952 Tax Map
4. Huntersville Rosenwald School Local Landmark.docx

**RESOLUTION TO APPROVE EXCHANGE AGREEMENT BETWEEN THE
TOWN OF HUNTERSVILLE AND BOWMAN ACQUISITIONS, LLC**

WHEREAS, the Town is the owner of certain real property located in Mecklenburg County, North Carolina and consisting of TRACT IV and Tract V, all of the aforesaid being more particularly described in Exhibit A, attached hereto and incorporated herein by reference and shown on that map being attached hereto and incorporated herein by reference as Exhibit B (the “Town Property”); and

WHEREAS, Bowman Acquisitions, LLC (“Bowman”) is the contract purchaser of real property consisting of TRACT II being more particularly described in Exhibit C and shown on Exhibit D (the “Bowman Property”); and

WHEREAS, the Town and Bowman wish to exchange the Town Property for the Bowman Property. The Bowman Property and the Town Property are sometimes collectively referred to as the “Exchanged Properties”, each an “Exchange Property” in the “Exchange Agreement” attached hereto and incorporated herein by reference as Exhibit E; and

WHEREAS, an appraisal has been performed indicating that the Town Property has an appraised value that is equal to the appraised value of the Bowman Property; and

WHEREAS, a Notice of Intent to Approve Exchange of Real Property was published in a newspaper of general circulation on July 23rd, 2021;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners for the Town of Huntersville as follows:

1. The Board of Commissioners approves the Exchange Agreement.
2. The Town Manager shall be authorized to sign the Exchange Agreement on behalf of the Town, and shall be authorized to approve and sign such closing documents as may be necessary to effectuate the Closing, except the Deed which shall be executed by the Mayor.

This Resolution shall be effective upon adoption.

Adopted this _____ day of _____ 2021.

ATTEST:

Janet Pierson, Town Clerk

John Aneralla, Mayor

Approve as to Form:

Emily Sloop, Town Attorney

Exhibit A

TRACT IV (PID #01908108)

COMMENCING AT NGS MONUMENT "HUNTERSVILLE" HAVING NORTH CAROLINA GEODETIC COORDINATES OF N=609,690.13' AND E=1,451,333.85', THENCE S40°46'53"E 3,127.16' TO A #4 REBAR FOUND, THENCE S2°42'43"E FOR A DISTANCE OF 49.88' TO A #4 REBAR FOUND, THENCE S82°01'15"W FOR A DISTANCE OF 154.56' TO A #5 REBAR FOUND, THENCE S81°47'39"W FOR A DISTANCE OF 150.08' TO A #5 REBAR FOUND, THENCE S3°21'55"W FOR A DISTANCE OF 195.23' TO A #5 REBAR FOUND, THENCE S72°58'10"W FOR A DISTANCE OF 32.56' TO A 1/2" OPEN TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB); THENCE, FROM THE POB, N89°29'16"W FOR A DISTANCE OF 144.66' TO A 1/2" OPEN TOP PIPE, THENCE N03°02'39"E FOR A DISTANCE OF 195.93' TO A #5 REBAR SET, THENCE N87°30'41"E FOR A DISTANCE OF 149.07' TO A #5 REBAR SET, THENCE S04°07'46"W FOR A DISTANCE OF 203.95' TO THE POB, CONTAINING 0.672 ACRES, MORE OR LESS.

TRACT V (PID #01908109)

COMMENCING AT NGS MONUMENT "HUNTERSVILLE" HAVING NORTH CAROLINA GEODETIC COORDINATES OF N=609,690.13' AND E=1,451,333.85', THENCE S40°46'53"E 3,127.16' TO A #4 REBAR FOUND, THENCE S2°42'43"E FOR A DISTANCE OF 49.88' TO A #4 REBAR FOUND, THENCE S82°01'15"W FOR A DISTANCE OF 154.56' TO A #5 REBAR FOUND, THENCE S81°47'39"W FOR A DISTANCE OF 150.08' TO A #5 REBAR FOUND, THENCE S3°21'55"W FOR A DISTANCE OF 195.23' TO A #5 REBAR FOUND, THENCE S72°58'10"W FOR A DISTANCE OF 32.56' TO A 1/2" OPEN TOP PIPE FOUND, THENCE N4°07'46"E FOR A DISTANCE OF 203.95' TO A #5 REBAR SET, SAID POINT BEING THE POINT OF BEGINNING (POB); THENCE, FROM THE POB, S87°30'41"W FOR A DISTANCE OF 149.07' TO A #5 REBAR SET, THENCE N03°02'39"E FOR A DISTANCE OF 47.26' TO AN ANGLE IRON FOUND, THENCE N86°54'36"E FOR A DISTANCE OF 61.29' TO A 1" PIPE (BENT), THENCE N86°14'12"E FOR A DISTANCE OF 89.01' TO A #5 REBAR FOUND, THENCE S04°07'46"W FOR A DISTANCE OF 50.00' TO THE POB, CONTAINING 0.165 ACRES, MORE OR LESS.

Exhibit B

Map of Town Property

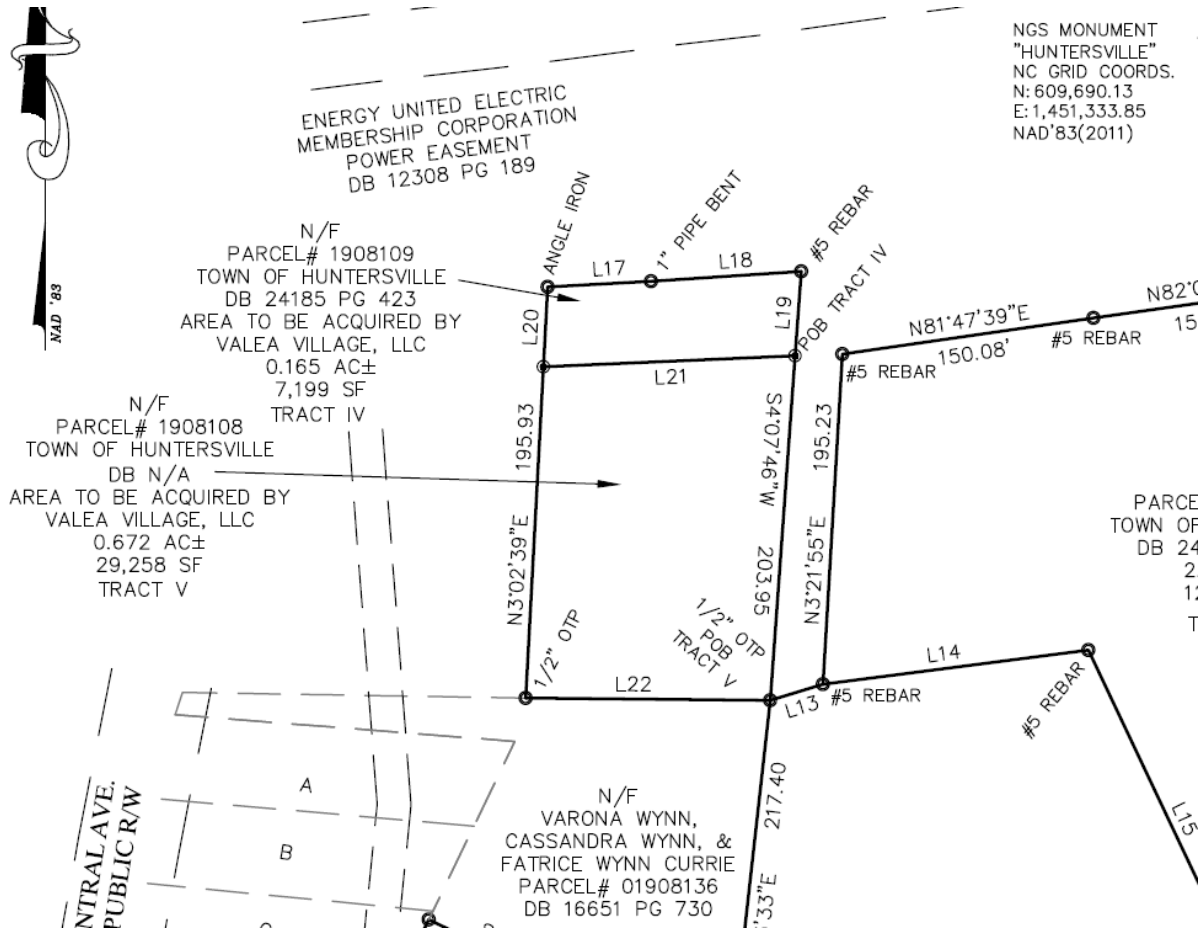


Exhibit C

Bowman Property

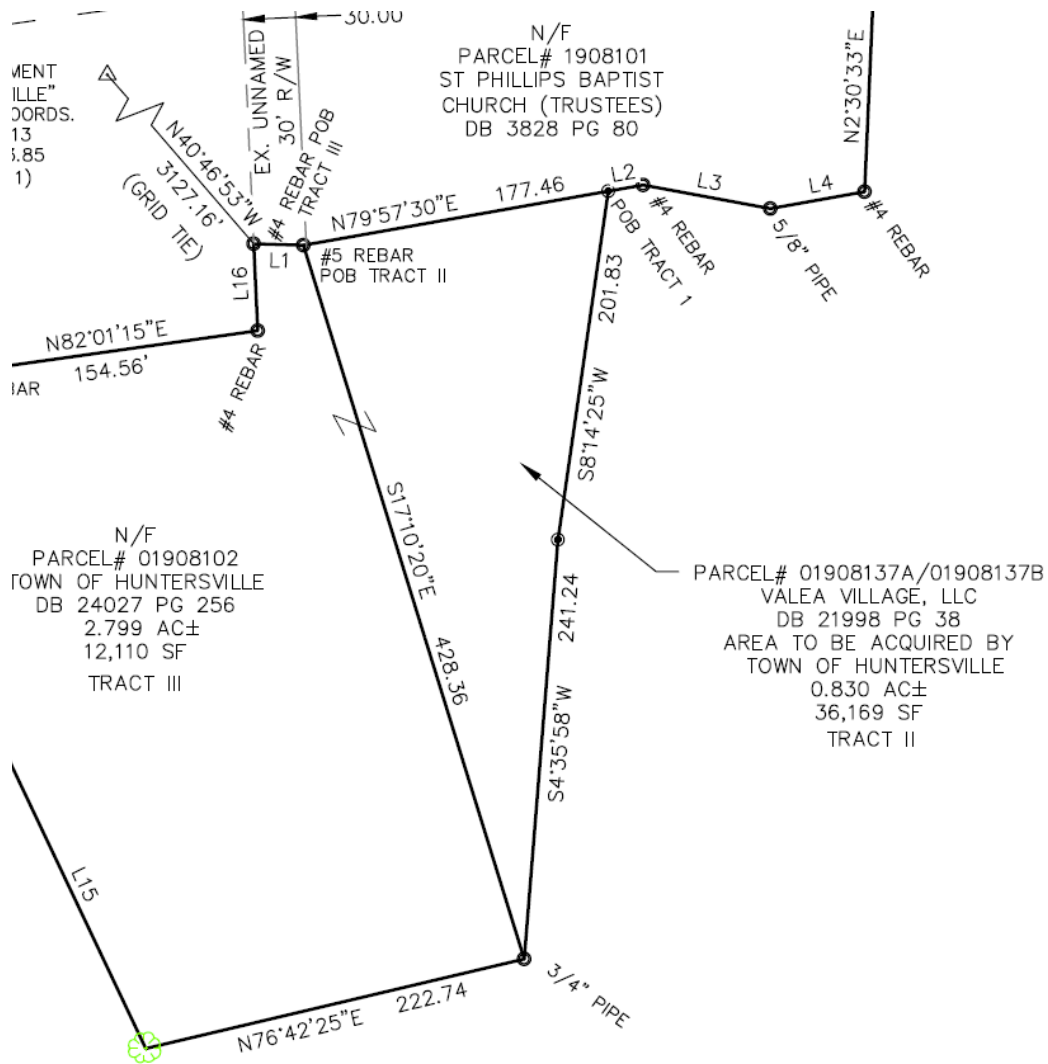
THIS TRACT (II) IS PORTIONS OF PID # 01908137A and PID # 01908137B

COMMENCING AT NGS MONUMNET "HUNTERSVILLE" HAVING NORTH CAROLINA GEODETIC COORDINATES OF N=609,690.13' AND E=1,451,333.85', THENCE S40°46'53"E 3,127.16' TO A #4 REBAR FOUND, THENCE S88°24'39"E FOR A DISTANCE OF 28.40' TO A #5 REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, N79°57'30"E FOR A DISTANCE OF 177.46' TO A #5 REBAR SET, THENCE S08°14'25"W FOR A DISTANCE OF 201.83' TO A #5 REBAR SET, THENCE S04°35'58"W FOR A DISTANCE OF 241.24' TO A ¾" PIPE FOUND, THENCE N17°10'20"W FOR A DISTANCE OF 428.36' TO THE POB, CONTAINING 0.830 ACRES, MORE OR LESS.

Exhibit D

Map of Bowman Property



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

REAL PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT, is made and entered this ____ day of _____, 2021, by and between the **Town of Huntersville**, a North Carolina municipal corporation (“Town”) and **Bowman Acquisitions, LLC**, a North Carolina limited liability company (“Bowman”);

WITNESSETH

WHEREAS, the Town is the owner of certain real property located in Mecklenburg County, North Carolina and consisting of TRACT IV and TRACT V as described on Exhibit A, attached hereto and incorporated herein by reference, and further being shown on that map being attached hereto as Exhibit B and incorporated herein by reference (“Town Property”); and

WHEREAS, Bowman has entered into a contract (“Contract”) to purchase approximately 0.83 acres of real property as described on Exhibit C (TRACT II), attached hereto and incorporated herein by reference, and further being shown on that map being attached hereto as Exhibit D and incorporated herein by reference (“Bowman Property”);

WHEREAS, Bowman and the Town wish to exchange the Town Property for the Bowman Property. The Bowman Property and the Town Property are sometimes referred to in this Agreement collectively as the “Exchanged Properties” and individually as an “Exchange Property”; and

NOW THEREFORE, that for and in consideration of the mutual terms and promises contained hereinbelow, the sufficiency of which is hereby acknowledged by all parties hereto, the parties agree as follows:

1. WHEREAS CLAUSES. The Whereas clauses above are incorporated herein and made an integral part of this Agreement.
2. BOWMAN CONVEYANCE TO TOWN. At Closing, Bowman shall convey the Bowman Property to the Town by special warranty deed. In addition, Bowman shall execute and deliver the following documents to the Town at Closing: (a) the lien waiver affidavit described in paragraph 18; (b) a closing statement; (c) evidence reasonably satisfactory to the Town’s title company that Bowman has taken all necessary action to authorize the exchange of property contemplated by this Agreement; and (d) any other documents that are typical and customary for similar transactions provided such documents are in a form reasonably acceptable to Bowman.
3. TOWN CONVEYANCE TO BOWMAN. At Closing, the Town shall convey the Town Property to Bowman by non-warranty deed only. In addition, the Town shall execute and deliver the following documents to Bowman at Closing: (a) the lien waiver affidavit described in paragraph 18; (b) a closing statement; (c) evidence reasonably satisfactory to Bowman’s title company that the Town has taken all necessary action to authorize the exchange of property contemplated by this Agreement; and (d) any other documents that are typical and customary for similar transactions provided such documents are in a form reasonably acceptable to the Town.
4. CONVEYANCES INCLUDES HEREDITAMENTS. The conveyances of the Exchanged Properties between the parties hereto shall include all improvements, easements, appurtenances, and hereditaments pertaining to the Exchanged Properties.

5. EXISTING ENCUMBRANCES. The conveyances of the Exchanged Properties shall be subject to all existing easements, restrictions, and other encumbrances of record, except as otherwise required by the terms of this Agreement.
6. POSSESSION. Each conveying party shall provide possession to the receiving party at the Closing of the property being conveyed and received.
7. CLOSING DATE. The closing ("Closing") shall occur on the Satisfaction Date (as defined in paragraph 13) at a location and time to be agreed upon by both parties hereto.
8. AS-IS EXCHANGE. Both the Town and Bowman agree that the Exchanged Properties are being conveyed to the other party AS-IS, with no warranties, guarantees as to title (except as set forth in the special warranty deed and other documents to be delivered at Closing), nor as to the condition of the Exchanged Properties, nor as to their fitness for any particular purpose or use. Nothing in this paragraph 8 shall be interpreted so as to remove or lessen the obligations of the parties under this Agreement and in the documents to be delivered at Closing.
9. CLOSING COSTS AND EXPENSES. Each party shall bear its own closing costs and expenses, including attorney's fees, and recording fees. Bowman shall pay all revenue stamps for its deed conveying the Bowman Property to the Town. Bowman shall pay the cost of preparing the deed conveying the Bowman Property to the Town. The Town shall pay the cost of preparing the deed conveying the Town Property to Bowman.
10. BROKERS. There are no realtors or brokers involved in this transaction, and therefore each party represents that no realtors' or brokers' fees or commissions are owed.
11. REAL PROPERTY TAXES. Bowman shall bear the cost of any and all real property taxes assessed against the Exchanged Properties for the year of Closing.
12. DUE DILIGENCE. Each party (and its agents, contractors and consultants) shall have the authority to enter the property of the other which is being exchanged for conducting such surveys or due diligence testing as deemed necessary by the accessing party prior to Closing; however, such accessing party shall promptly repair any damage to the accessed property caused by such access and due diligence testing. The Town shall indemnify, defend, and hold Bowman harmless from all losses, costs (including reasonable attorneys' and consultants' fees), damages, obligations, claims and liabilities (collectively, "**Losses**") arising out of the acts or omissions of the Town, its employees, agents, contractors, or representatives, on the Bowman Property, including those Losses arising out of liens, injury or death to persons, or any physical damage to the Bowman Property; except that the Town shall have no obligation to indemnify Bowman to the extent such Losses arise from the acts or omissions of Bowman. Bowman shall indemnify, defend, and hold the Town harmless from all Losses arising out of the acts or omissions of Bowman, its employees, agents, contractors, or representatives, on the Town Property, including those Losses arising out of liens, injury or death to persons, or any physical damage to the Bowman Property; except that Bowman shall have no obligation to indemnify the Town to the extent such Losses arise from the acts or omissions of the Town.
13. CLOSING CONDITIONS. Both the Town's and Bowman's obligations to close on the Exchanged Properties are subject to the satisfaction of the following conditions as of Closing, any of which may be waived in writing by Bowman or the Town:
 - (a) Bowman has acquired title to the Bowman Property pursuant to the terms of the Contract; and
 - (b) If a subdivision/recombination plat is required to create the Bowman Property, then that subdivision plat has been approved by the applicable governmental authorities and recorded in the Mecklenburg County Registry.

The date on which all of the above conditions are satisfied is referred to as the "Satisfaction Date." If the Satisfaction Date does not occur within 120 days of this Agreement's execution, then each party may, by written notice to the other party, either: (a) terminate this Agreement; or (b) waive (in writing) the failure of the condition and close the transaction.

14. ASSIGNMENT. Neither party shall be authorized to assign this Agreement without the written consent of the other party.
15. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties, and all prior agreements are deemed to be superseded hereby.
16. AMENDMENT. This Agreement may be amended only by a written amendment, signed by both parties hereto.
17. TIME IS OF THE ESSENCE. Time is of the essence as to the obligations stated in this Agreement.
18. LIEN WAIVER AFFIDAVITS. Each party shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to the other executed by the party and any person or entity who has performed or furnished labor, services, materials, or rental equipment as described in N.C.G.S. § 44A-8 to their respective properties within 120 days prior to the date of Closing verifying that each such person or entity has been paid in full and agreeing to indemnify the receiving party and their title insurer against all loss from any cause or claim arising therefrom.
19. LIENS. All deeds of trust, liens, judgments, and other such charges against the conveying party's Exchange Property must be paid and satisfied by the conveying party as of the date of Closing such that cancellation may be promptly obtained following Closing. Alternatively, the conveying party may obtain a release of its Exchange Property from the beneficiary of such deed of trust, lien, judgments, or other such charges. The conveying party shall remain obligated to obtain any such cancellations following Closing.
20. BINDING OBLIGATION. This Agreement shall not be binding on the parties hereto until it has been duly authorized by the Town Board of Commissioners at a properly called public meeting, and the Agreement has been signed by both parties and pre-audited in that manner required by the Local Government Budget and Fiscal Control Act.
21. E-VERIFY. Each party hereto shall comply with, and require all contractors and subcontractors performing the obligations under this Agreement 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.
22. IRAN CONTRA. With the execution hereof, Bowman certifies that it is 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 obligations hereunder.
23. DUPLICATE ORIGINALS. This Agreement shall be executed in duplicate originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

BOWMAN ACQUISITIONS, LLC,
a North Carolina limited liability company

By: _____
Robert B. Bowman
Manager

TOWN OF HUNTERSVILLE

By: _____
Anthony Roberts
Town Manager

ATTEST:

Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM:

Town Attorney

Exhibit A

Town Property

TRACT IV (PID #01908108)

COMMENCING AT NGS MONUMENT "HUNTERSVILLE" HAVING NORTH CAROLINA GEODETIC COORDINATES OF N=609,690.13' AND E=1,451,333.85', THENCE S40°46'53"E 3,127.16' TO A #4 REBAR FOUND, THENCE S2°42'43"E FOR A DISTANCE OF 49.88' TO A #4 REBAR FOUND, THENCE S82°01'15"W FOR A DISTANCE OF 154.56' TO A #5 REBAR FOUND, THENCE S81°47'39"W FOR A DISTANCE OF 150.08' TO A #5 REBAR FOUND, THENCE S3°21'55"W FOR A DISTANCE OF 195.23' TO A #5 REBAR FOUND, THENCE S72°58'10"W FOR A DISTANCE OF 32.56' TO A 1/2" OPEN TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB); THENCE, FROM THE POB, N89°29'16"W FOR A DISTANCE OF 144.66' TO A 1/2" OPEN TOP PIPE, THENCE N03°02'39"E FOR A DISTANCE OF 195.93' TO A #5 REBAR SET, THENCE N87°30'41"E FOR A DISTANCE OF 149.07' TO A #5 REBAR SET, THENCE S04°07'46"W FOR A DISTANCE OF 203.95' TO THE POB, CONTAINING 0.672 ACRES, MORE OR LESS.

TRACT V (PID #01908109)

COMMENCING AT NGS MONUMENT "HUNTERSVILLE" HAVING NORTH CAROLINA GEODETIC COORDINATES OF N=609,690.13' AND E=1,451,333.85', THENCE S40°46'53"E 3,127.16' TO A #4 REBAR FOUND, THENCE S2°42'43"E FOR A DISTANCE OF 49.88' TO A #4 REBAR FOUND, THENCE S82°01'15"W FOR A DISTANCE OF 154.56' TO A #5 REBAR FOUND, THENCE S81°47'39"W FOR A DISTANCE OF 150.08' TO A #5 REBAR FOUND, THENCE S3°21'55"W FOR A DISTANCE OF 195.23' TO A #5 REBAR FOUND, THENCE S72°58'10"W FOR A DISTANCE OF 32.56' TO A 1/2" OPEN TOP PIPE FOUND, THENCE N4°07'46"E FOR A DISTANCE OF 203.95' TO A #5 REBAR SET, SAID POINT BEING THE POINT OF BEGINNING (POB); THENCE, FROM THE POB, S87°30'41"W FOR A DISTANCE OF 149.07' TO A #5 REBAR SET, THENCE N03°02'39"E FOR A DISTANCE OF 47.26' TO AN ANGLE IRON FOUND, THENCE N86°54'36"E FOR A DISTANCE OF 61.29' TO A 1" PIPE (BENT), THENCE N86°14'12"E FOR A DISTANCE OF 89.01' TO A #5 REBAR FOUND, THENCE S04°07'46"W FOR A DISTANCE OF 50.00' TO THE POB, CONTAINING 0.165 ACRES, MORE OR LESS.

Exhibit B

Map of Town Property

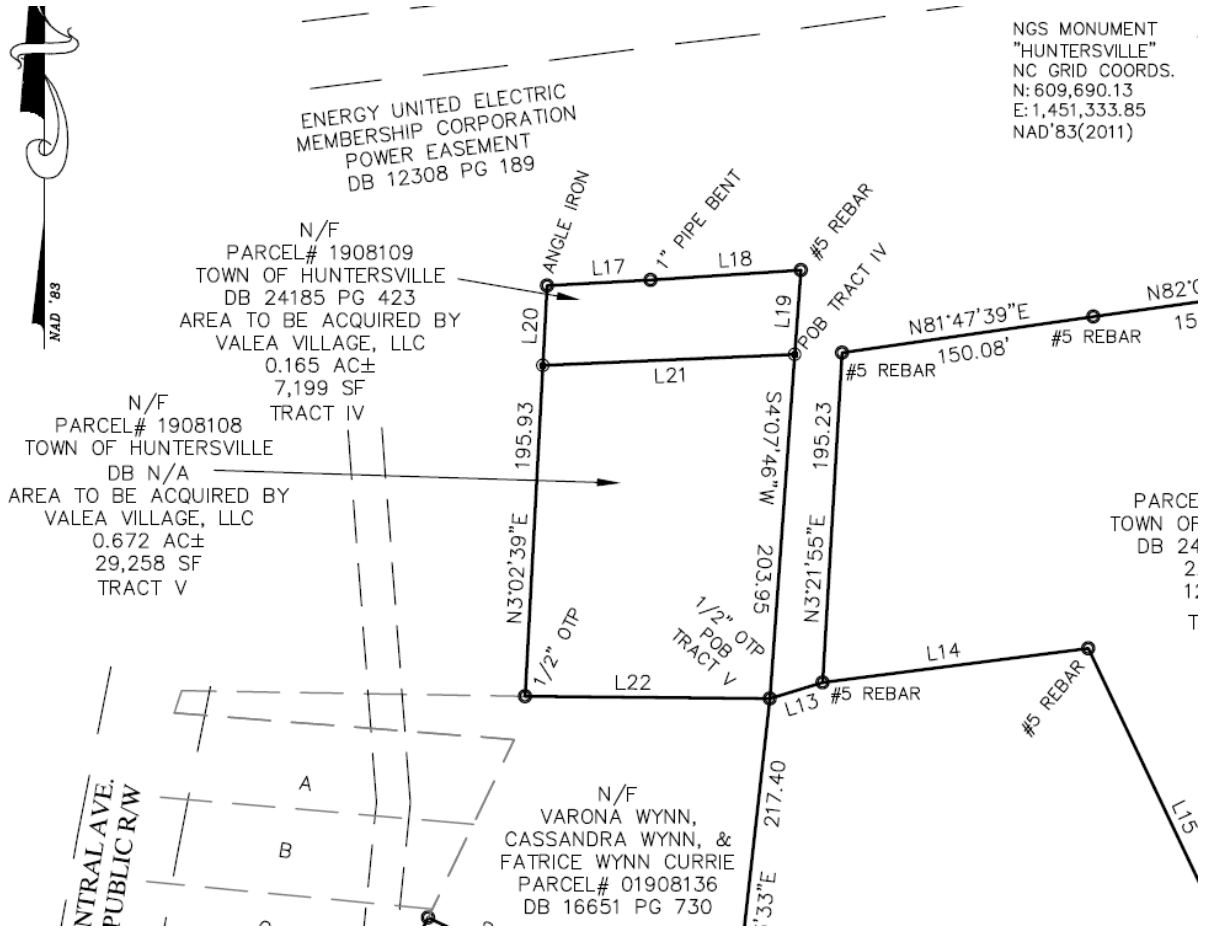


Exhibit C

Bowman Property

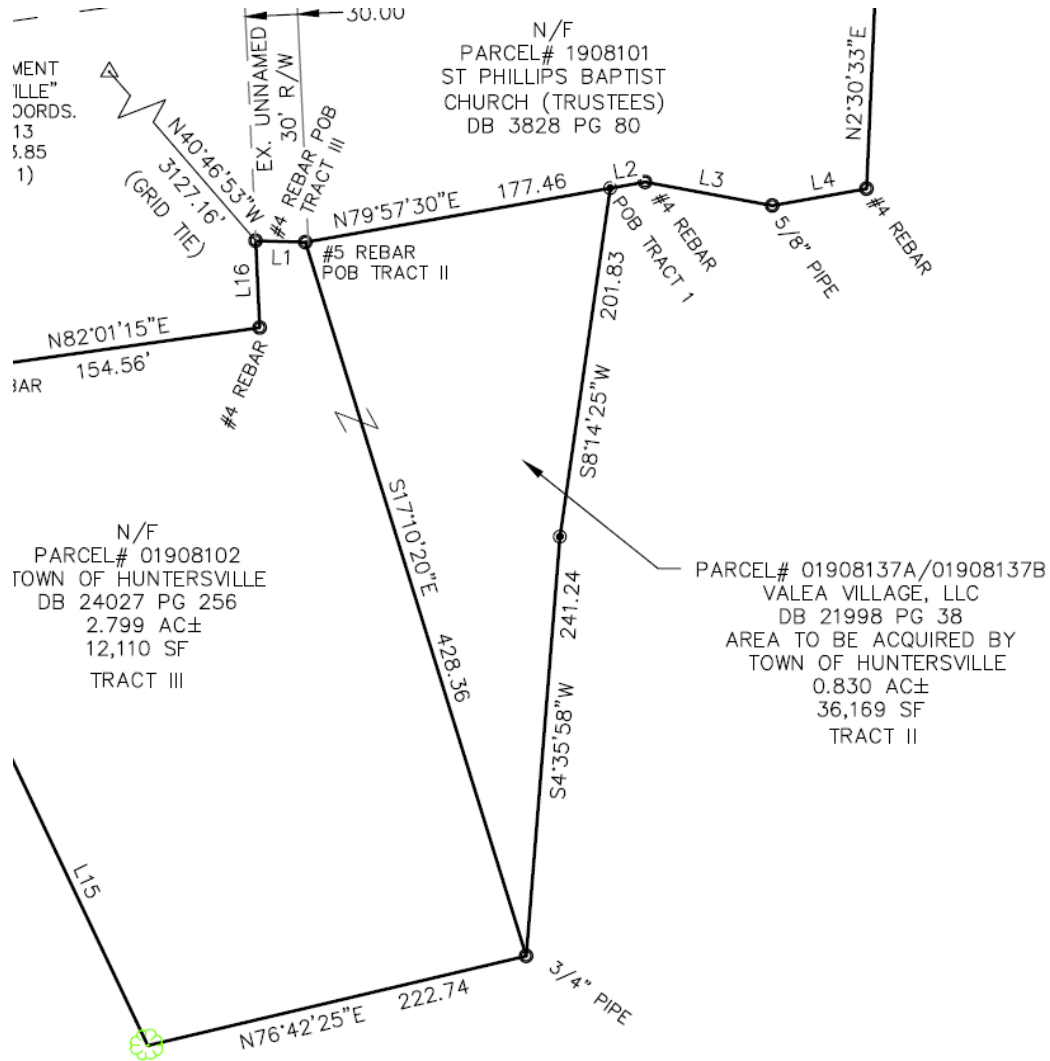
THIS TRACT (II) IS PORTIONS OF PID # 01908137A and PID # 01908137B

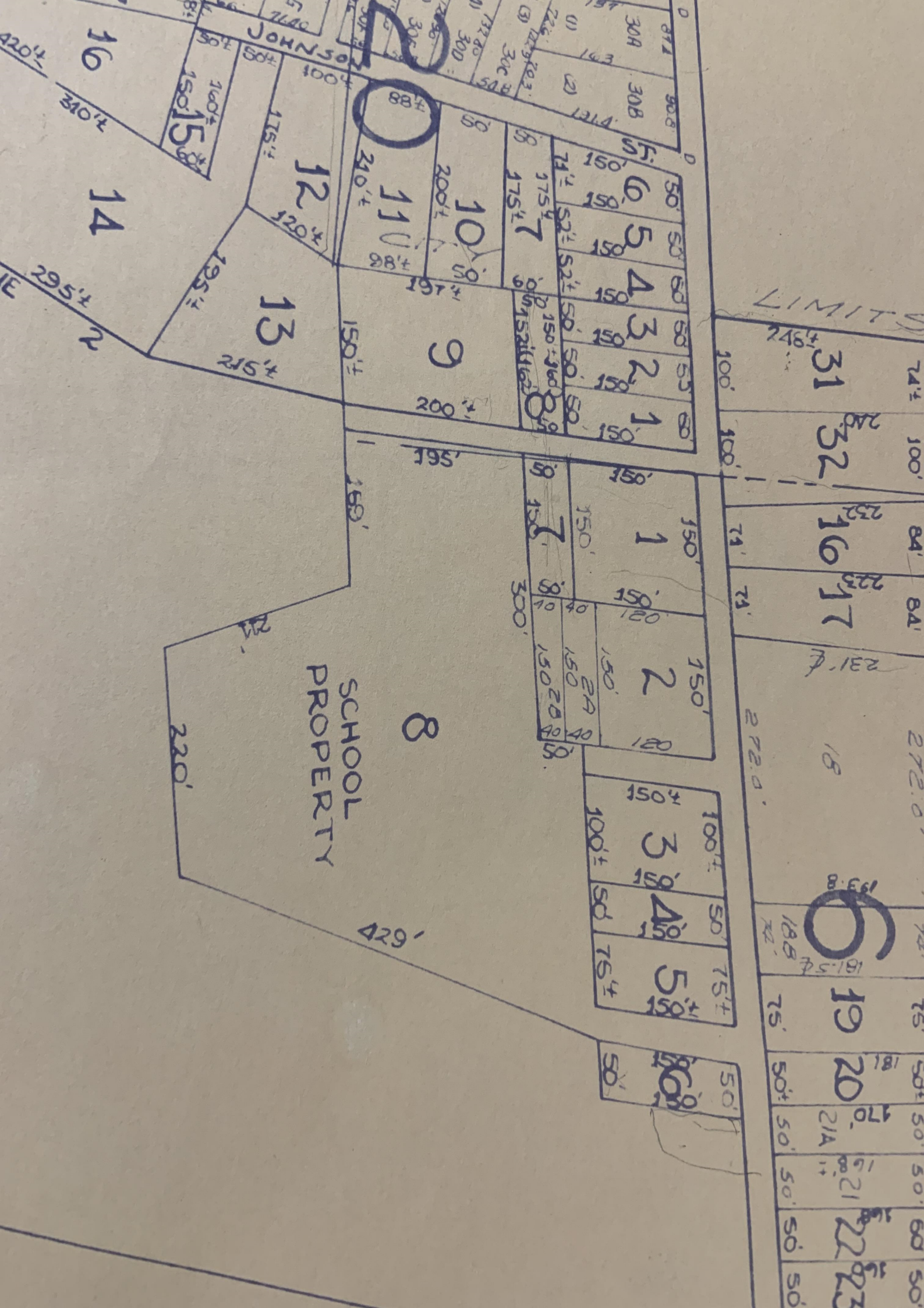
COMMENCING AT NGS MONUMNET "HUNTERSVILLE" HAVING NORTH CAROLINA GEODETIC COORDINATES OF N=609,690.13' AND E=1,451,333.85', THENCE S40°46'53"E 3,127.16' TO A #4 REBAR FOUND, THENCE S88°24'39"E FOR A DISTANCE OF 28.40' TO A #5 REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, N79°57'30"E FOR A DISTANCE OF 177.46' TO A #5 REBAR SET, THENCE S08°14'25"W FOR A DISTANCE OF 201.83' TO A #5 REBAR SET, THENCE S04°35'58"W FOR A DISTANCE OF 241.24' TO A ¾" PIPE FOUND, THENCE N17°10'20"W FOR A DISTANCE OF 428.36' TO THE POB, CONTAINING 0.830 ACRES, MORE OR LESS.

Exhibit D

Map of Bowman Property







HUNTERSVILLE ROSENWALD SCHOOL LOCAL LANDMARK REPORT

508 Dellwood Drive
Huntersville, NC 28078

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

July 2021

Charlotte-Mecklenburg

Historic Landmarks Commission

HISTORIC NAME(S) OF PROPERTY

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

ADDRESS OF PROPERTY

- 508 Dellwood Drive, Huntersville, NC 28078

PARCEL ID #: 01908102

DEED BOOK & PAGE: 24027, 256-259

ZONING

Amount of land/acreage to be designated

2.787 acres

Interior to be designated

☐ Yes ☒ No

Property Owner's Address:

The Town of Huntersville

P.O. Box 664

Huntersville, NC 28070

Applicant's Address:

Gate City Preservation L.L.C.

211 Tate Street

Greensboro, North Carolina 27403

TABLE OF CONTENTS

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

I. Abstract

Statement of Significance

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

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

Archaeological Comments

No known archaeological features are present at this time.

Integrity Statement

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

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

- **Association:** The building is now used as a community center rather than a school.

Proposed Boundary Justification

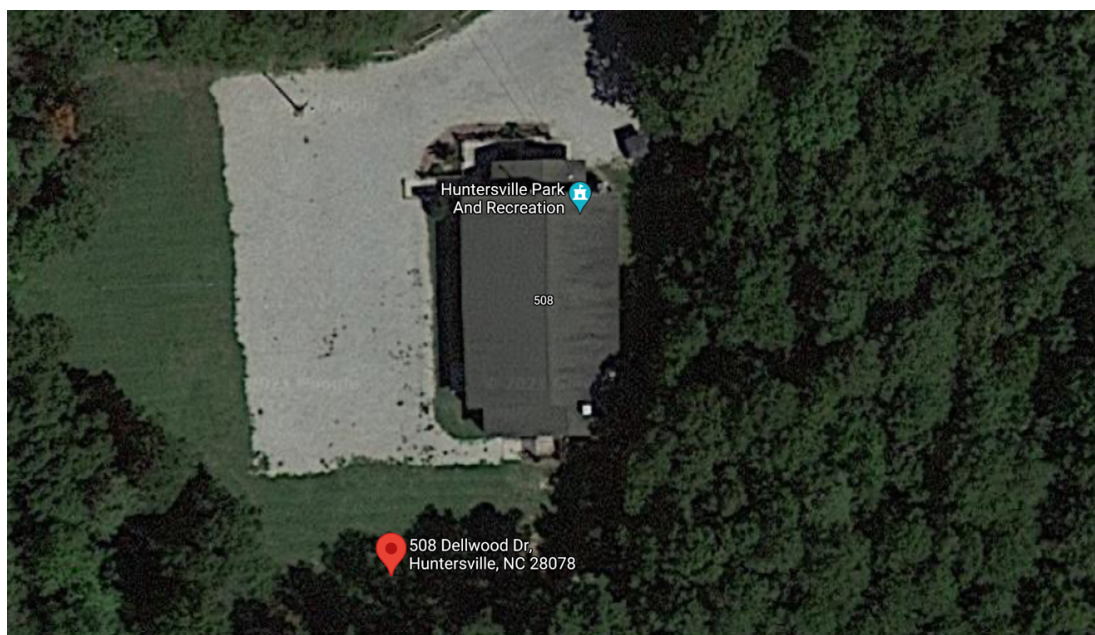
The proposed boundary for local landmark designation is the building's 2.787 acre parcel.

II. Maps and Floor Plans

Mecklenburg County Tax Map



Aerial Map



HPOWeb Map



The diagram shows a 2D grid partitioned into three regions. The top region is blue and labeled $WDD(2)$ (64). The central region is yellow and labeled $BAS(0)$ (3232). The bottom region is blue and labeled $WDD(4)$ (334). The grid is partitioned by black lines, and various numerical values are placed along the boundaries and within the regions.

Architectural Importance

Architectural Context

² “Rosenwald Schools,” North Carolina Department of Natural and Cultural Resources. <<https://www.ncdcr.gov/about/history/division-historical-resources/nc-state-historic-preservation-office/architectural-13>>. Accessed June, 29, 2021.

Caldwell Rosenwald School in Lemley Township, Huntersville Rosenwald School, McClintock School in Steele Creek, Rockwell School in Newell (Study List), and Smithville School in Cornelius.

Of the twenty-six Rosenwald schools built in Mecklenburg County, the oldest surviving example is Rockwell School in Newell and the largest is McClintock School in Steele Creek township. Two other extant Rosenwald Schools, the Billingsville School (listed on the National Register of Historic Places) and the Rosenwald school in Matthews were both given brick veneers. Although there are several Rosenwald schools still extant in Mecklenburg County, some with higher architectural integrity than the Huntersville Rosenwald School, the historical impact of these institutions are so significant that all extant properties qualify for designation.

Architectural Description

Setting

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

Front (North) Elevation

The Huntersville Rosenwald School is frame construction. Over time, the property has been significantly altered. A rectangular block with two front-facing gables to the north and south, make up the main block of the building. Two front-facing gable additions extend from the front (north) and rear (south) elevations. The entrance into the building is located on the north facade, the shorter side of the structure (Fig. 2). Originally clad in weatherboard sheathing, the school is now covered with modern vinyl siding and a vinyl soffit (Fig. 8-9, 11). The front (north) elevation of the Huntersville Rosenwald School is a one-level, two-bay wide facade with two front-facing gables. The brick foundation has been painted gray (Fig. 10). A vent is located in the center of each gable. The roof is constructed of asphalt shingle. An elongated metal chimney vent protrudes from the west side of the front-facing gable extension. On this elevation there is a single entrance door, which is a modern replacement with no lights and a metal door handle (Fig. 7). On this elevation there is a very large, modern ramp constructed of pressure-treated pine to accommodate wheelchair accessibility.

Side (West) Elevation

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

Rear (South) Elevation

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

Side (East) Elevation

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

IV. Historical

Rosenwald Schools in North Carolina

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

By 1917, Rosenwald had set up a charitable fund to construct schools for African American students in the South.⁴ Rosenwald sought interracial cooperation through his program and specified that money for schools would only be granted if 1) the state and county contributed to the construction and maintenance of the building; 2) white citizens contributed financially; and 3) African American citizens contributed money, labor, or both.⁵ Together, Rosenwald and Washington hoped that the initiative would not only build badly needed schools, but promote interracial cooperation during the era of Jim Crow.⁶ Rosenwald hoped that interracial cooperation in building rural schools would result in lasting, long-term change among Blacks and whites. The Rosenwald system funded the schools through the state's education department in an effort to build a commitment to black education at a statewide level. By 1932, 5400 Rosenwald structures had been constructed, 813 of which were in North Carolina, the most in the nation.⁷ This not only included school buildings, but teacher's homes, shops, and in some cases, athletic facilities. Although the Rosenwald building program died alongside Julius Rosenwald in 1932, existing Rosenwald schools remained in use

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

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

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

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

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

until desegregation with the *Brown vs. Board of Education* ruling in 1954. Some schools remained in use well beyond that year.

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

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

Mecklenburg County Rosenwald Schools

Historian Tom Hanchett importantly notes that Rosenwald Schools were not the first Black schools in Mecklenburg County. They were, however, a much-needed upgrade for African American education. Before

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

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

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

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

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

the construction of Rosenwald schools, Mecklenburg County's Black schools were one room buildings where the education levels rarely went above elementary grades. The Freedmen's Bureau provided some schooling for Black students, but only in more populated areas. With no federal presence, and very little state support, rural Black schools were woefully underfunded and lacked adequate resources.¹³

From 1918 to 1930, twenty-six Rosenwald Schools were built in Mecklenburg County. All of Mecklenburg County's Rosenwald schools were built in rural, Black farming communities. This high number is likely thanks to the efforts of Dr. George E. Davis, principal fundraiser for North Carolina's Rosenwald schools.¹⁴ Davis attended Biddle University (now Johnson C. Smith University), a historical black college in Charlotte, where he later became the university's first Black professor in 1885. He rose to the role of Dean of Faculty, but was heavily involved in the development of public schools with his wife Marie G. Davis, principal of a Charlotte Black school. Dr. Davis worked tirelessly to fundraise for Rosenwald schools, traveling across the state to solicit public funds and donations from both white and Black community members. He appealed to church congregations, which offered a safe space for organized activity in the Black community in the decades after the Civil War.¹⁵ As Charlotte was Davis's home city, it makes sense that Mecklenburg County contained such a large number of Rosenwald schools. Historian Tom Hanchett also notes that, although Mecklenburg County had the large city of Charlotte at its center, the surrounding lands were largely rural. Because of the large percentage of rural areas, fewer Mecklenburg County students had access to schools closer to the city.¹⁶ At the end of the Rosenwald Fund in the mid-1930s, North Carolina began consolidating schools into larger facilities. Mecklenburg County was divided into fourteen districts by the school board with planned "union schools," comprising grades 1-11, for both white and Black students, which no longer created a need for the smaller, fairly primitive Rosenwald school buildings.

Huntersville Rosenwald School #2, or "the little school"

The Huntersville Rosenwald School, officially called "Huntersville School #2", is located at 508 Dellwood Drive near Holbrooks Road on the Southwest edge of Huntersville. The school stood in the Pottstown neighborhood, a historically Black neighborhood in Huntersville. Pottstown was primarily an agriculturally based economy where families made a living by working their rural farms. Some Pottstown residents also did domestic work and picked cotton. Affiliated with the nearby St. Phillips Baptist Church, the school opened for the budget year 1920-1921. Huntersville Rosenwald School #1 (location unknown and no longer standing) followed the Rosenwald (or Nashville) type 3 building plans (see appendix for illustration).¹⁷ According to the Fisk University Rosenwald Fund Card File Database, Huntersville Rosenwald School was built in 1925 and closely resembles a type 4 design with four classrooms. The Huntersville School is a frame

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

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

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

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

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

building with an entry on the short side of the building. Originally the building was weatherboard sheathing, but is now covered with more modern vinyl siding.¹⁸ The school was constructed to house four teachers and sat on a 3-acre parcel of land. The land parcel was donated by Olin W. Hunter, for whom the town of Huntersville was named after.¹⁹ The total cost for the building was \$5,100. The Rosenwald Fund contributed \$1,100, while the public contributed \$3,200. The final \$800 was contributed by local Black citizens.²⁰

The Huntersville Rosenwald School became Huntersville Colored School after the school district consolidated schools in 1938. During its first year, Huntersville Colored High School had an enrollment of 135 students with 4 teachers.²¹ The school was accredited by the State Board of Education by 1940. The school later opened up a larger facility about a mile away in 1937, which was renamed the Torrence-Lytle School in 1953. The former Huntersville Rosenwald School building, called “the little school” served grades 1st through 4th. Before Torrence-Lytle was built for high school students, many young teens had to travel into Charlotte to attend Second Ward High School or travel long distances for upper grades. Since the little school lacked many resources available at the Torrence-Lytle building, students often had to travel to the larger facility for such things as the library and cafeteria. Students could either take a bus when available or would walk through the woods.²² Torrence-Lytle became the first public Black high school in Northern Mecklenburg County.²³

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

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

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

²⁰ “Huntersville School,” Fisk University Rosenwald Fund Card File Database, *Fisk University*, 2001, http://rosenwald.fisk.edu/?module=search.details&set_v=aWO9Mjc2Ng==&school_historic_name=huntersville&school_county=mecklenburg&button=Search&o=0.

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

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

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

empty lot that contained a playground, baseball field, and the outdoor toilets. Student dance troupes often performed operettas and dramas, culminating in the school's all-important May Day celebration.²⁴

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

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

After the closure of "the little school" in 1958, a group of Pottstown community members (chaired by LeRoy Wynn, Isaac Thompson, and Russ Sherrill) gathered together to purchase the mortgage of the school building and use it as a community center.²⁶ This community group, the Huntersville Better Community Civic Organization (now renamed the Huntersville Community Development Association), led important community outreach and civic development for the African American community in Huntersville. The group started by raising funds and obtaining grant money to begin repairs to the building and provide recreation programs beginning in the 1960s. For at least six weeks each summer, the group hosted a free youth summer program as a safe place for local students to go while parents were at work. The summer program was staffed

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

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

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

by local high schoolers and run by St. Phillips Church Reverend Campbell and school teacher Mr. Beavers. Participants remember such activities as ping pong, games, basketball, baseball, horseshoes, checkers, and even a jukebox. The program lasted all day for a full week. Snacks, hot dogs, hamburgers, and ice cream were also available. The summer program gave community children a free, safe place to play when not in school.²⁷

Sock-hops were held in the gym on weekends, and it served as a meeting place to discuss issues within the Black community. The little school building could be rented for weddings, reunions, church services, and community meetings. Churches used the building for vacation bible school, which was always well attended. 4-H and the county agricultural extension also used the little school building for agriculture classes, as well as home economics lessons (such as cooking and upholstery).²⁸ It was (and remains) a hub of the Pottstown neighborhood and Northern Mecklenburg county's African American population. Torrence-Lytle closed in 1966 when Charlotte-Mecklenburg schools began desegregating. The building is currently used as a community center with plans for further renovation.²⁹ In 2008, the little school building was sold by the Huntersville Community Development Association to the town of Huntersville.³⁰ It is currently owned by the city and used by the parks and recreation department as a recreation center. Community groups, such as the Northern Mecklenburg Communities United and the Torrence-Lytle Alumni Association continue to convene in the building for meetings and events. As alumni of the school put it, the history of the school and the building stands on its own. The building was not merely an educational institution, but a civic gathering space where the Huntersville and Northern Mecklenburg African American community could come together to create change, remain resilient, and provide strength for their neighbors. This building serves as an important figurehead in the history and journey of the Huntersville's African American community.

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

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

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

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

V. Chain of Title

1. Book 24027 Page 256-259

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

2. Book 9913 Page 298-301

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

3. Book Page 387-388

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

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

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

V1. Finding Aid for Photographs

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

Figures

Fig. 1: Setting



Fig. 2: Front (North) Elevation



Fig. 3: Side (West) Elevation



Fig. 4: Rear (South) Elevation



Fig. 5: Side (East) Elevation



Fig. 6: Windows



Fig. 7: Door



Fig. 8: Siding



Fig. 9: Exposed wood siding



Fig. 10: Brick foundation



Fig. 11: Soffit



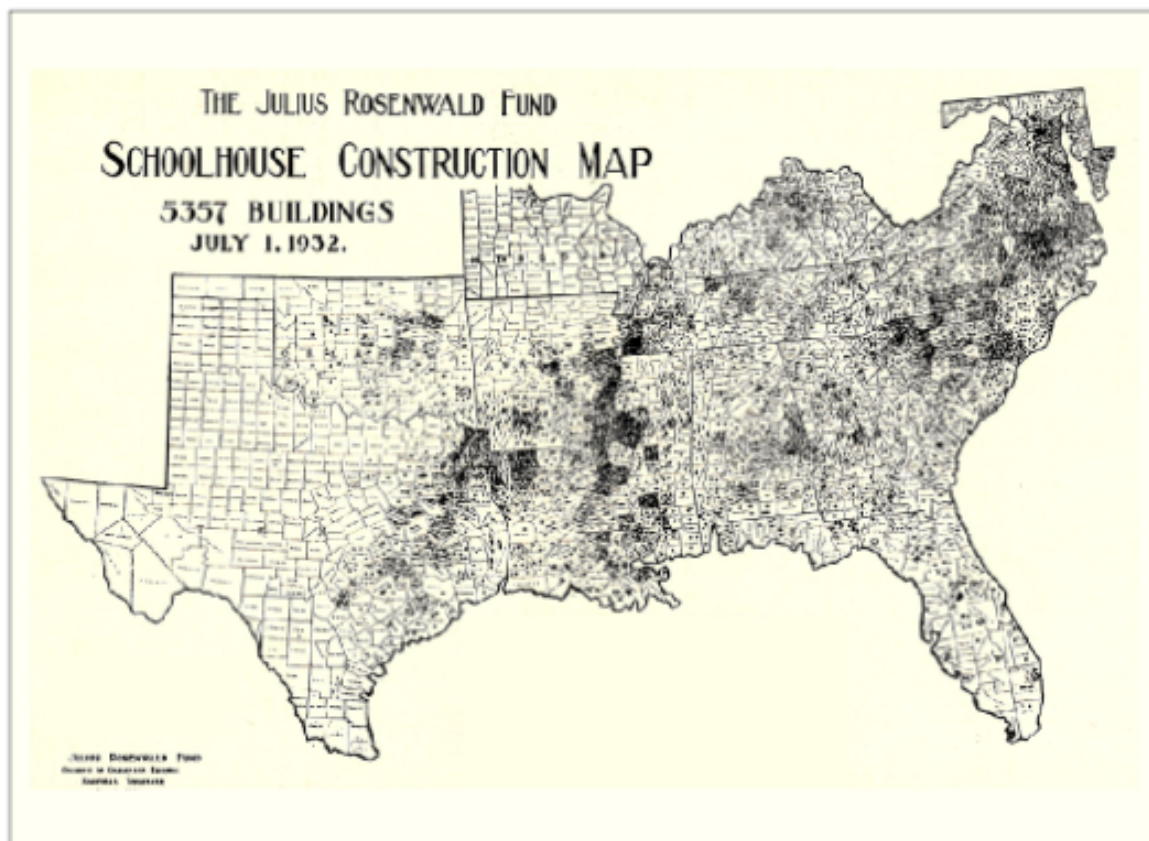
Appendix



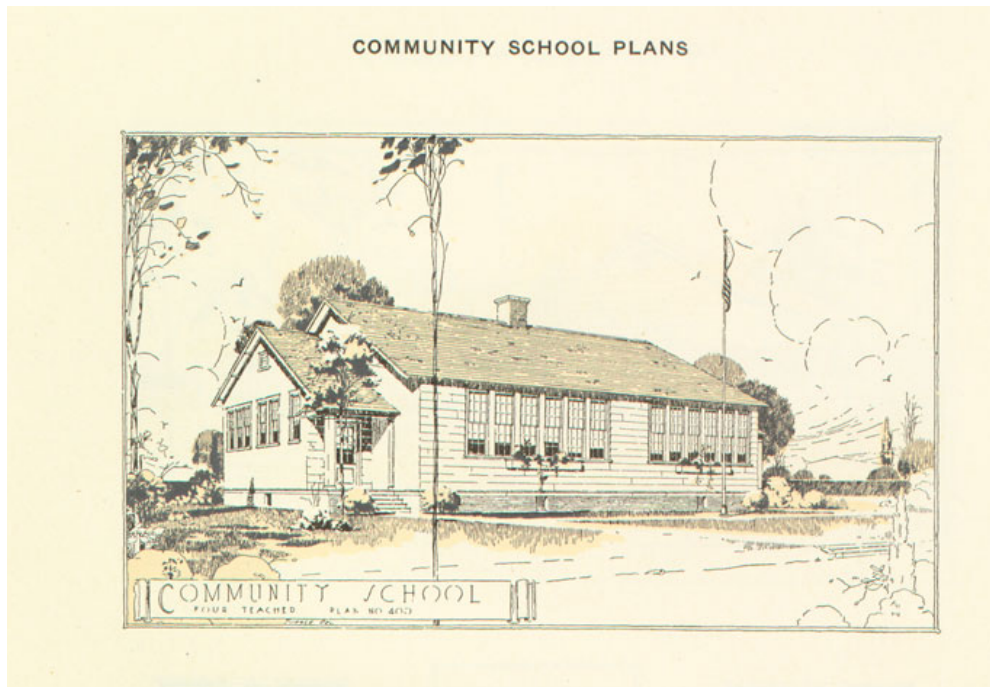
Appendix 1: Huntersville School (Rebuilt), courtesy of the Fisk University Rosenwald Fund Card File Database.



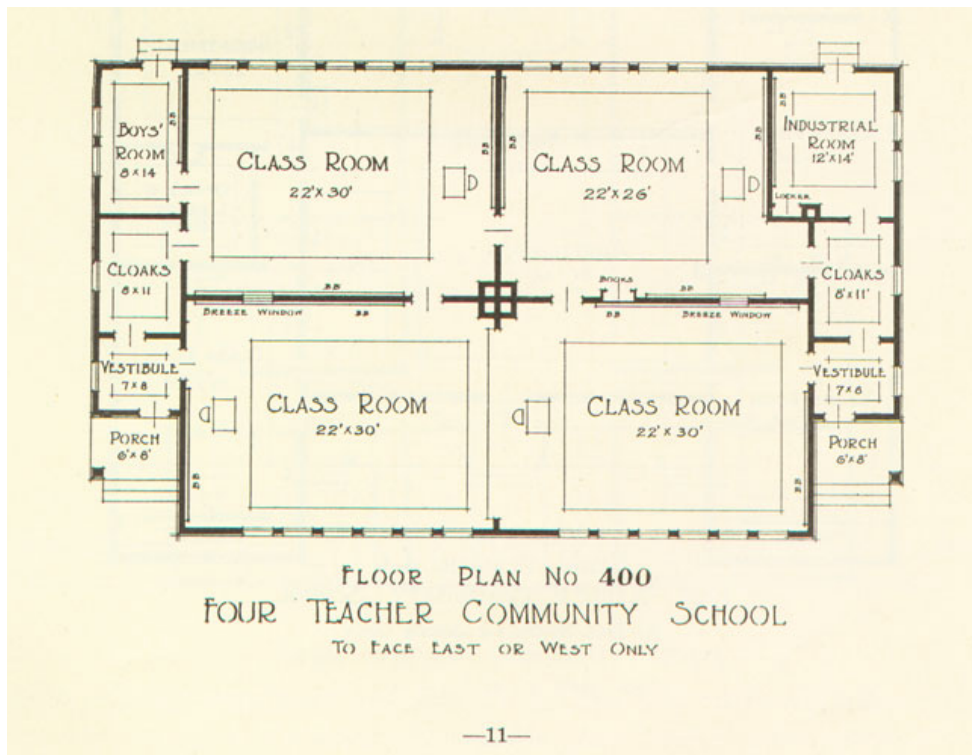
Appendix 2: Huntersville School (Rebuilt), courtesy of the Fisk University Rosenwald Fund Card File Database.



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



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



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

Bibliography

North Carolina Department of Public Instruction Materials

- “Accreditation of Negro High Schools.” Division of Negro Education. Dept. of Public Instruction, *State Archives of North Carolina*, <https://digital.ncdcr.gov/digital/collection/p16062coll13/id/5777/rec/5>.
- “Accredited Schools, 1942-1954.” Division of Negro Education. Dept. of Public Instruction, *State Archives of North Carolina*, <https://digital.ncdcr.gov/digital/collection/p16062coll13/id/16030>.
- “Correspondence: A.L. Smith, 1925-1926.” Division of Negro Education. Dept. of Public Instruction, *State Archives of North Carolina*, <https://digital.ncdcr.gov/digital/collection/p16062coll13/id/1686>.
- “Correspondence: Rosenwald Fund, Box 2, Folder D, 1925-1926.” Division of Negro Education. Dept. of Public Instruction, *State Archives of North Carolina*, <https://digital.ncdcr.gov/digital/collection/p16062coll13/id/3132/rec/1>.
- “Correspondence: Rosenwald Fund, Box 2, Folder M, 1925-1926.” Division of Negro Education. Dept. of Public Instruction, *State Archives of North Carolina*, <https://digital.ncdcr.gov/digital/collection/p16062coll13/id/714>.
- Smith, S.L. “Community School Plans, Bulletin No.3 Issued by THE JULIUS ROSENWALD FUND Nashville, Tennessee, 1924.” Division of Negro Education, Department of Public Instruction, *State Archives of North Carolina*, <https://digital.ncdcr.gov/digital/collection/p16062coll13/id/4554/>.

Rosenwald Fund Card File Database

- “Huntersville School.” Fisk University Rosenwald Fund Card File Database, *Fisk University*, 2001, http://rosenwald.fisk.edu/?module=search.details&set_v=aWQ9Mjc2NQ==&school_historic_name=huntersville&school_state=NC&button=Search&o=0.
- “Huntersville School - Rebuilt.” Fisk University Rosenwald Fund Card File Database, *Fisk University*, 2001, http://rosenwald.fisk.edu/?module=search.details&set_v=aWQ9Mjc2Ng==&school_historic_name=huntersville&school_county=mecklenburg&button=Search&o=0.

Newspapers

- “Colored Schools Are Investigated.” *The Charlotte News*, 11 June 1917, page 2.
- “County To Have Better Elementary Teachers.” *The Charlotte Observer*, 12 April 1922, page 15.

“Six Lost Black Schools Turn Up in Mecklenburg.” *The Charlotte Observer*, 11 March 1986, page 8A.

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

“Group tries to protect future of historic school.” *The Charlotte Observer*, 28 November 2012, page 1P.

Scholarly Articles or Journals

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

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

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

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

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

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

Architectural Surveys and Reports

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

“Survey and Research Report for the Torrence-Lytle School.” *Charlotte Mecklenburg Historic Landmarks Commission*. <http://landmarkscommission.org/2016/10/31/torrence-lytle-school/>.

Charlotte-Mecklenburg Historic Landmarks Commission, Survey of African American Buildings and Sites in Mecklenburg County: The African American Presence in the Mecklenburg County Built

Environment, 1850-1950, Charlotte-Mecklenburg Historic Landmarks Commission,
<http://www.cmhpf.org/surveyafricancontext.htm>.

“Rosenwald Schools.” North Carolina Department of Natural and Cultural Resources.
<https://www.ncdcr.gov/about/history/division-historical-resources/nc-state-historic-preservation-office/architectural-13>.

Oral History Interviews

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

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

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

Signature of Owner

Date

Signature of Owner

Date

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

Signature of Owner

Date

Signature of Owner

Date

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Emily Sloop, Town Attorney

Date: August 2, 2021

Subject: Resolution Authorizing Electronic Advertisement of Contracts

EXPLAIN REQUEST:

Consider approving Resolution Authorizing Electronic Advertisement of Contracts
Subject to Article 8 of Chapter 143 of the NC General Statutes.

ACTION RECOMMENDED:

Adopt Resolution

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Resolution to Approve Electronic Advertisement

**RESOLUTION OF THE BOARD OF COMMISSIONERS
FOR THE TOWN OF HUNTERSVILLE
AUTHORIZING ELECTRONIC ADVERTISEMENT**

WHEREAS, contracts subject to the formal bidding requirements of N.C.G.S. § 143-29 must be advertised in a newspaper having general circulation, by electronic means, or both;

WHEREAS, pursuant to N.C.G.S. § 143-29(b), a decision to advertise solely by electronic means, whether for particular contracts or generally for all contracts that are subject to Article 8 of Chapter 143 of the North Carolina General Statutes, shall be approved by the local governing board at regular meeting of the board; and

WHEREAS, the Board of Commissioners for the Town of Huntersville (the “Town Board”) wishes to allow advertisement of all contracts subject to the requirements of Article 8 of Chapter 143 of the North Carolina General Statutes solely by electronic means.

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

1. The Town Board hereby authorizes the advertisement of all contracts subject to the requirements of Article 8 of Chapter 143 of the North Carolina General Statutes solely by electronic means.

Adopted this _____ day of _____ 2021.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Michael Jaycocks, Director

Date: August 2, 2021

Subject: Ordinance - Road Closures for Veterans Day Parade and Event

EXPLAIN REQUEST:

Adopt Ordinance for road closures for the 2021 Veterans Day Parade and Event

ACTION RECOMMENDED:

Adopt Ordinance for road closures for the 2021 Veterans Day Parade and Event

FINANCIAL IMPLICATIONS:

NONE

ATTACHMENTS:

1. Veterans Day Road Closure Request 2021



**AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-
MAINTAINED ROADS FOR A SPECIAL EVENT ORGANIZED BY THE
TOWN OF HUNTERSVILLE, NC**

WHEREAS, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

WHEREAS, the Town of Huntersville will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and 2) impact or be impacted by planned maintenance or other activities, and

WHEREAS, the Town of Huntersville will sponsor and hold its annual Veterans' Day celebration on November 14, 2021; and

WHEREAS, this event will require the temporary closing of

1. Old Statesville Rd (NC 115) between Mt. Holly-Huntersville Rd and Sherwood Dr.
2. Gilead Rd/Huntersville-Concord Rd between Sherwood Dr and Main St.
3. Maxwell Ave from Greenway Street to N. Old Statesville Rd (NC 115).
4. Main St between Greenway Street and Bigham St. will be closed from 8 a.m. – 11 a.m.
5. Maxwell Ave and Main St (between Huntersville-Concord Rd and Old Statesville Rd to vehicular traffic from 8 a.m. – 1:00 p.m. on November 11, 2021.

See map attached as reference.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes to temporarily close the above-mentioned state-maintained roads for a special event per the attached map.
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Ordinance.
3. This Ordinance shall be effective as of the date its adoption.

Adopted this 2nd day of August 2021.

ATTEST:

TOWN OF HUNTERSVILLE

Janet Pierson, Town Clerk

John Aneralla, Mayor

APPROVED AS TO FORM:

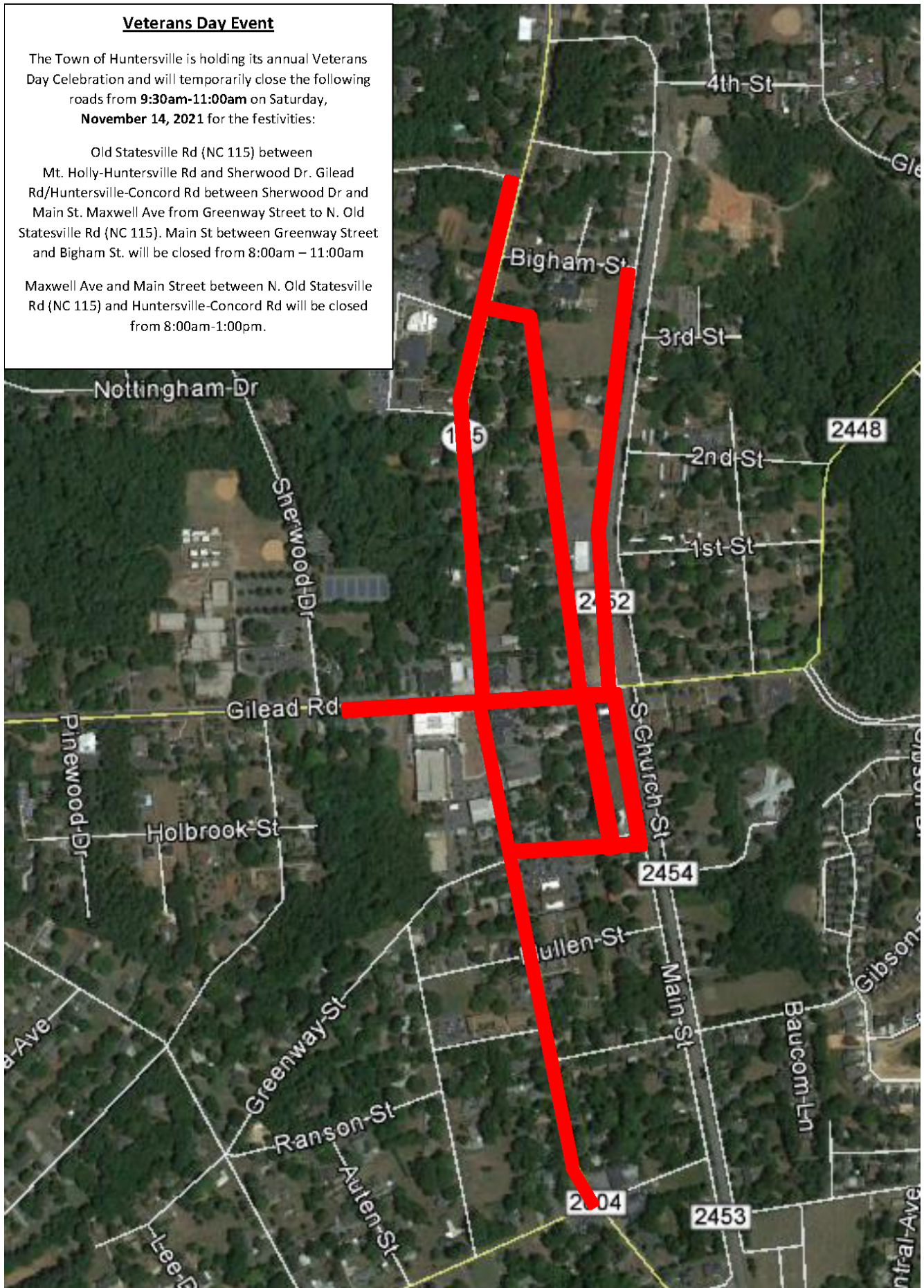
Emily Sloop, Town Attorney

Veterans Day Event

The Town of Huntersville is holding its annual Veterans Day Celebration and will temporarily close the following roads from **9:30am-11:00am** on Saturday, **November 14, 2021** for the festivities:

Old Statesville Rd (NC 115) between Mt. Holly-Huntersville Rd and Sherwood Dr. Gilead Rd/Huntersville-Concord Rd between Sherwood Dr and Main St. Maxwell Ave from Greenway Street to N. Old Statesville Rd (NC 115). Main St between Greenway Street and Bigham St. will be closed from 8:00am – 11:00am

Maxwell Ave and Main Street between N. Old Statesville Rd (NC 115) and Huntersville-Concord Rd will be closed from 8:00am-1:00pm.



**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Bobby Williams, Assistant Town Manager

Date: August 2, 2021

Subject: 2021 Progress Report on Implementation of Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan

EXPLAIN REQUEST:

To maintain the Community Rating System (CRS) status within the National Flood Insurance Program, the Town of Huntersville is required to provide an annual progress report on the implementation of each of the mitigation actions the Town proposed in the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan (HMP). The objective of this evaluation is to ensure that there is a continual and responsive planning process that will keep the HMP plan dynamic and responsive to the needs and capabilities of all the jurisdictions. The report shows the 2021 status update to the Town's five mitigation actions listed in the plan.

As part of dissemination requirements, this report is submitted to the Board of Commissioners at their August 2, 2021 Town Board Meeting and has been posted on the Town's website. Additional copies of this report are located in the Planning Department office at Town Center.

ACTION RECOMMENDED:

Receive report

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. HMP_ProgressReport_Huntersville_2021



2021 Progress Report Implementation of the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan – Town of Huntersville

1 Introduction

To maintain the Community Rating System (CRS) status within the National Flood Insurance Program, the **Town of Huntersville** is required to provide an annual progress report on the implementation of each of the mitigation actions the town proposed in the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan (HMP). The objective of this evaluation is to ensure that there is a continual and responsive planning process that will keep the HMP plan dynamic and responsive to the needs and capabilities of all the jurisdictions.

The HMP was developed in response to requirements of the Disaster Mitigation Act of 2000. The initial version was completed in 2005 and since then, there have been scheduled updates at five-year intervals. The current version of plan was adopted by the Town Council on October 19, 2020 and approved by FEMA as of January 4, 2021. The current HMP is available from the Charlotte-Mecklenburg Emergency Management website at: <https://charlottenc.gov/EmergencyManagement/Plans/Pages/default.aspx>.

During the development of the 2020 plan, the Mecklenburg County Hazard Mitigation Planning Committee (HMPC) met four times between January 2019 and July 2020. Later meetings were virtual due to the COVID-19 pandemic. A website was created for the 2020 HMP plan development and update process where you can find information about Hazard Mitigation Planning Committee meetings, public meetings, review draft documents, and learn more about the hazards that affect Mecklenburg County (<http://www.mecknchmp.com/index.html>).

2 Implementation

The hazard mitigation planning process involves the setting of goals and objectives, the review of community vulnerabilities and capabilities and the development of a series of mitigation actions that when implemented will make the **Town of Huntersville** more resilient during natural hazards. The goals and objectives of the 2020 plan includes:

- Identify and implement hazard mitigation projects designed to reduce the impact of future hazard events on existing critical facilities and infrastructure as well as public and private property.
- Conduct education and outreach activities intended to better inform people about hazards and encourage personal responsibility for preparedness and mitigation
- Improve emergency preparedness and response capabilities
- Enact planning and policy measures to reduce the impacts of identified hazards and make future development more resilient to hazards

The implementation status of individual mitigation actions outlined in chapter seven (7) of the plan is summarized in a tabular format in Section 5 (Review of Mitigation Actions) of this report.

3 Recommendations

Implementation and maintenance of the plan is critical to the overall success of hazard mitigation planning. It is recommended that the CRS Coordinator work closely with Charlotte-Mecklenburg Emergency Management (CMEMO) Planner and the members of the Town of Huntersville's HMPC in all plan monitoring and update procedures to meet CRS requirements:

4 Dissemination

This Progress Report was submitted to the Huntersville Board of Commissioners for informational purposes at the August 2nd Town Board Meeting. The report has been made available to the public via the town's website at: www.huntersville.org.

Additionally, copies are available at the Huntersville Planning Department located at 105 Gilead Road, 3rd Floor, Huntersville, NC 28078. For more information, please call (704) 875-7000.

5 Review of Mitigation Actions

Action#	Mitigation Action	2021 Implementation Status Update
Huntersville- 1	Seek grant funding to retrofit critical facilities and Town- owned facilities for improved resilience to all hazards with the use of the latest building materials and technology. This could include, but is not limited to: wind retrofits, low water consumption fixtures, leak detectors, backup generators, ignition-resistant materials, 320 or 361 compliant safe rooms, lightning protection, hail resistant roofing, and anchoring fixed building equipment.	No actions were needed in the last five years due to other priorities. The Town will continue to seek funding to equip new and/or existing Town-owned facilities with materials and technology that will improve resilience to hazards.
Huntersville- 2	Implement storm water mitigation projects, including the grading of ditches and replacing failing/potentially failing storm water structures	The Town of Huntersville processes property owner concerns. The Town evaluates, ranks, and mitigates all qualifying stormwater matters within Town of Huntersville corporate limits.
Huntersville 3	Conduct an annual tabletop exercise addressing potential hazards faced by Town. This exercise would bring together representatives from all Town departments that would work together creating and implementing a plan to effectively deal with the hazard.	COVID-19 and staffing change have delayed this action. Discussions have begun about getting it scheduled for FY22.
Huntersville 4	Coordinate with Char-Meck EM to relay critical information on the Towns Social Media Sites regarding potential hazards, localized emergencies, preparedness, and property protection options.	Town regularly shares information from CMEMO and other emergency partners, utilities, etc. as needs arise during potential and real hazards. CMEMO is our EOC and have extended invitation to activate any time needed by the Town.
Huntersville 5	Provide and maintain NIMS training for town employees and government officials likely to be involved with hazard mitigation or emergency response.	COVID-19 and staffing changes have delayed this action. Discussions have begun about getting them scheduled for FY22.

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Emily Sloop, Town Attorney

Date: August 2, 2021

Subject: 150th Anniversary Committee Bylaws

EXPLAIN REQUEST:

Consider adopting 150th Anniversary Committee Bylaws.

ACTION RECOMMENDED:

Adopt Bylaws

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. 150th Anniversary Committee Bylaws 7-26-21 Clean Copy

TOWN OF HUNTERSVILLE 150TH ANNIVERSARY COMMITTEE

BYLAWS

ADOPTED & EFFECTIVE: August 2, 2021

SECTION I: Creation, Authority, and Responsibility

There is hereby created a Town of Huntersville 150th Anniversary Committee (hereinafter the “Anniversary Committee”). The Anniversary Committee shall have the duties and responsibilities as follows and which are subject to final approval by the Town of Huntersville Board of Commissioners (the “Town Board”):

- A) Propose a year-long program that celebrates Huntersville’s first 150 years.
- B) Propose a Mission Statement for the Anniversary Committee.
- C) Propose a temporary Town logo for the anniversary.
- D) Other responsibilities as directed by the Town of Huntersville Board of Commissioners (the “Town Board”).

SECTION II: Membership

Members of the Anniversary Committee shall be appointed by the Town Board and shall be composed of 22 members as follows:

Voting Members:

- A) Four (4) members from the Town’s business community;
- B) Four (4) members from local non-profit organizations;
- C) Two (2) members from local public safety organizations;
- D) One member from the Huntersville Public Art Commission (ex officio to their position as a Public Art Commission member);
- E) One member from the Huntersville Parks and Recreation Commission (ex officio to their position as a Parks and Recreation Commission member); and
- F) The remaining eight (8) voting members shall come from each of the four quadrants of the Town of Huntersville (the “Town”) as follows:
 - a. Two members from the Northern Quadrant of the Town;
 - b. Two members from the Western Quadrant of the Town;
 - c. Two members from the Eastern Quadrant of the Town; and
 - d. Two members from the Southern Quadrant of the Town.

Non-Voting Members:

- G) The Town Manager or designee
- H) The Town Public Information Officer

All voting members may select designees to attend Anniversary Committee meetings in their absence.

SECTION III: Election of Officers

A Chairperson and Vice Chairperson shall be elected from the voting membership of the Anniversary Committee. The Chairperson shall preside at all meetings and have the duties normally conferred on such office. The Vice Chairperson shall serve as temporary Chairperson in the absence of the Chairperson. In the event of the absence or recusal (disqualification) of both the Chairperson and Vice Chairperson from a meeting of the Anniversary Committee or a matter before its voting members in attendance, they may elect a temporary Chairperson for that meeting and proceed with the order of business.

SECTION IV: Meetings

All meetings shall be open to the public and shall adhere to North Carolina open meetings laws, including notice requirements.

Regular monthly meetings of the Anniversary Committee shall be held at a standard time and place during regular business hours as agreed upon by the Town Board. The Chairman, or in his/her absence, the Vice-Chairman, may call a special meeting at any time. Notice of special meetings shall be provided to members and the public at least five business days before the meeting.

The Anniversary Committee shall operate according to latest edition of Robert's Rules of Order to the extent not contrary to these Bylaws. The Chairperson, subject to these rules, shall decide all points of procedure unless otherwise directed by a majority of the Anniversary Committee in session at that time.

The Anniversary Committee may provide a time at their regular meetings to hear from members of the public. Speakers shall have up to three minutes each to make comments. The Anniversary Committee may establish a time limit for the public comment portion of the meetings, and this time limit may vary at the Chairperson's discretion based on the length of the meeting. The Chairperson shall ensure this time is used wisely and is fairly administered.

SECTION V: Quorum

A quorum is defined as more than half of the total membership. If a quorum is not present, then no meeting shall occur.

SECTION VI: Meeting Minutes

The Anniversary Committee shall keep full and accurate minutes of all meetings and the minutes shall reflect all actions taken by the Anniversary Committee.

SECTION VII: Action by Committee

All actions of the Anniversary Committee shall have been put before the Anniversary Committee members in the form of a motion, duly seconded, and voted upon. A quorum shall be present before a vote may be taken on any motion. Only voting members present at the time a vote is taken shall be eligible to vote. All voting members of the Anniversary Committee must vote on all matters. Members who are present and not excused from voting will be deemed to have voted in favor of the motion presented if they do not vote or abstain from voting.

SECTION VIII: Attendance

In order for the Anniversary Committee to carry out its duties and responsibilities, it is necessary for all voting members, or their selected designees, to attend all meetings. If any voting member or their selected designee is absent for three (3) consecutive regular meetings or fails to attend at least seventy-five percent (75%) of the regular meetings within a twelve (12) month “moving” period, the Chairperson shall request that the position be vacated and a replacement be made by the Town Board. Attendance records will be kept by the Chairperson.

SECTION IX: Order of Business

- A) The general order of business shall be as follows:
 - a. Determination of quorum and attendance
 - b. Approval of minutes of previous meeting
 - c. Old business
 - d. New business
 - e. Adjournment
- B) The agenda shall be set by the Anniversary Committee. Any member of the committee may request to place an item on the agenda. Members shall adopt the agenda at the meeting after the Chair gives members an opportunity to suggest amendments. Adopting or amending the agenda requires a majority vote of the voting members physically present at the meeting.
- C) Items of business at the regular meetings shall appear on the agenda.

SECTION X: Appointment of Subcommittees

The Anniversary Committee may vote to establish ad hoc subcommittees from its membership whenever necessary to facilitate the Anniversary Committee's business.

The Chairperson shall appoint the Anniversary Committee members to serve on subcommittees. The Chairperson shall designate subcommittee chairs or delegate the decision to the subcommittee. Subcommittees shall abide by the general committee operating procedures. All subcommittee meetings are open to the public.

SECTION XI: Conflict of Interest

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

SECTION XII: Dissolving the Committee

This Anniversary Committee shall be automatically dissolved upon the conclusion of the 150th Anniversary event program unless further action is taken by the Town Board.

SECTION XIII: Adoption and Amendment

These bylaws shall be adopted by the Town Board. The Town Board may amend these bylaws at any time.

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Pattie Ellis, Finance Director

Date: August 2, 2021

Subject: Budget Amendment - Vance Road

EXPLAIN REQUEST:

Recognize contributed capital (213833.9999) from Ingleside escrow account and appropriate to the Vance Road project (214600.0622.19000) in the amount of \$126,471.53.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Pattie Ellis, Finance Director

Date: August 2, 2021

Subject: Budget Amendment - Main Street

EXPLAIN REQUEST:

Approve budget amendment recognizing revenue of \$124,816.80 (103750.9999.20015) from C4 Cstore Holdings II LLC and appropriate as a part of the Main Street project (105700.0564.06011) in the amount of \$124,816.80.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

None

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Pattie Ellis, Finance Director

Date: August 2, 2021

Subject: First Amendment to Capital Project Ordinance - Huntington Green Sidewalk

EXPLAIN REQUEST:

Approve the First Amendment to the Capital Project Ordinance for the Huntington Green sidewalk project in the amount of \$66,844.00.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. FY20_Huntersville_HuntingtonGreen_SA MOD 1_Fully Executed 2021.7.2



**MODIFICATION NUMBER 01 TO SUBRECIPIENT GRANT AGREEMENT
BETWEEN MECKLENBURG COUNTY AND Town of Huntersville**

This Modification is made and entered into by and between Mecklenburg County, ("the COUNTY"), and **Town of Huntersville**, ("the SUBRECIPIENT"), to modify **FY 2020 Community Development Block Grant Contract Number 39884580**, award dated **June 18, 2020** ("the Agreement").

WHEREAS, the COUNTY entered into the Agreement, pursuant to which the COUNTY provided a subrecipient grant award of **\$168,317** to the Subrecipient under the Community Development Block Grant Entitlement program (CDBG) as set forth in the Agreement;

WHEREAS, the COUNTY and the SUBRECIPIENT desire to modify the Agreement.

WHEREAS, pursuant to the provisions of Section P of the Agreement, which states that the COUNTY or the SUBRECIPIENT may amend the Agreement at any time provided that such amendments make specific reference to the Agreement, are executed in writing and signed by a duly authorized representative of both organizations.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☐ **Revise Scope of Services and Project Schedule**

The Scope of Work- Section D of the Agreement is hereby deleted and is replaced by the revised **Attachment X**, the Scope of Services, which is attached hereto and incorporated herein by reference.

☒ **Project Schedule**

The Project Schedule - Section F of the Agreement is hereby deleted and is replaced by the revised **Attachment B**, the Project Schedule, which is attached hereto and incorporated herein by reference.

☒ **Revise Budget and Allocation**

The FY 2020 allocation has been increased to **Seven Hundred Sixteen Thousand Eight Hundred Forty-Four Dollars and 00/00 (\$716,844)**, Budget- Section H of the Agreement is

hereby deleted and is replaced by the revised **Attachment A**, Budget section, which is attached hereto and incorporated herein by reference.

☐ **Other:** (Type in the reason for the modification.)

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

SUBRECIPIENT:

BY: Anthony Roberts
Anthony Roberts, Town Manager

2/24/21
Date

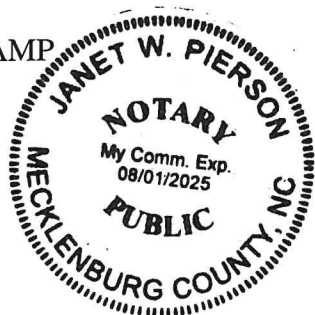
NORTH CAROLINA, Mecklenburg County. I, a Notary Public of the County and State aforesaid, certify that Anthony Roberts, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24 day of February, 2021.

WITNESS my hand and official seal, this the 24th day of February 2021.

Janet W. Pierson
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-1-2025

SEAL-STAMP



**Attachment A
Budget**

EXHIBIT 3				
SOURCES→	CDBG	Other	Town of Huntersville	TOTAL
USES ↓				
Environmental Assessment (EA)	\$3,686.00			\$3,686.00
ROW Consultant Service Fees, Appraisals, Titles, Etc.	\$322,245.00	\$0		\$322,245.00
Engineering – Survey & Design	\$199,201.00	\$0		\$199,201.00
Property Acquisition (ROW TCE and/or PDE)	\$191,712.00	\$0		\$191,712.00
TOTAL	\$716,844.00	\$0		\$716,844.00

**Attachment B
Project Schedule**

Exhibit 2

Task/Program Goals	Jan 2020	Feb 2020	Mar 2020	June 2020	July 2020	Sep 2020	Oct 2020	Dec 2020	Jan 2021	Feb 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Feb 2022	July 2022	Aug 2022
1. Refinement of Forms & Procedures	X	X	X														
2. Environmental Assessment	X	X															
3. RFLOI for Engineering Services	X																
4. Selection of Engineering Firm		X															
5. Execution of Engineering Contract				X													
6. Engineering Survey & Design					X	X	X	X									
7. RFLOI for Property Acquisition							X	X									
8. Execution of Property Acquisition Contract									X								
9. Acquire Property										X	X	X	X	X	X	X	X
10. Refinement of R/W Easement Estimate								X	X								
11. Submission of Quarterly Reports	X				X		X		X				X			X	



Mecklenburg County

Signature Page

Contract Number: 39884580

Amendment Number: 01

Contractor Name: TOWN OF HUNTERSVILLE

MECKLENBURG COUNTY:

A handwritten signature in black ink, appearing to read "Leslie Johnson".

Leslie Johnson
Assistant County Manager

ATTEST:

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

A handwritten signature in black ink, appearing to read "Robert Miracle".

Robert Miracle
Deputy Finance Director

A handwritten signature in blue ink, appearing to read "J. E. Yeager".

James E. Yeager
County Attorney

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Kevin Fox, Director

Date: August 2, 2021

Subject: Adopt Resolution awarding Vance Road at Gilead Road Construction Project.

EXPLAIN REQUEST:

On July 7, 2021, sealed bids were received by Public Works and publicly opened for the Vance Road at Gilead Road Construction Project.

It is my recommendation that the project be awarded to the lowest responsible bidder, Sloan Construction, with a bid of \$1,826,960.78. This contractor has demonstrated a history of successful performance and completion of similar projects in the area.

Contract completion date for this project is August 9, 2022.

ACTION RECOMMENDED:

Adopt Resolution Awarding Contract to Sloan Construction

FINANCIAL IMPLICATIONS:

As provided for in CIP budget

ATTACHMENTS:

1. Resolution Awarding Construction Contract-8.02.2021
2. Contract-Bid Results-Ads-for Board



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE
VANCE RD AT GILEAD CONSTRUCTION CONTRACT**

Whereas, the Town of Huntersville proposes to enter into a construction services agreement for the Vance Rd at Gilead 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 in a local newspaper and 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 Sloan Construction; and

Whereas, the Town now desires to enter into a construction services agreement with Sloan 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 Sloan 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 2nd day of August, 2021.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A



CONTRACT PROPOSAL

PROJECT: Vance Rd. at Gilead Rd. Project

LOCATION OF THE WORK: Vance Rd.

TYPE OF WORK: Grading, Paving, Sidewalk, Curb and Gutter, and Storm Drainage

BIDS MUST BE RECEIVED BY: July 7, 2021 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: Kevin Garton, P.E.

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

DATE OF AVAILABILITY & COMPLETION: August 9, 2021 and August 9, 2022

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 \$30,000 or more, except for certain specialty work as determined by the licensing board.

Sloan Construction

NAME OF BIDDER

987

N.C. CONTRACTOR'S LICENSE NUMBER

18606 Northline Dr, Cornelius, NC 28031

ADDRESS OF BIDDER

4 EXECUTION OF CONTRACT PROPOSAL

Incompliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted and completed in Exhibit B Itemized Proposal along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

This Contract for Resurfacing, and all attachments, (collectively this "Contract") is by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Sloan Construction, (the "Contractor") with address 13606 Northline Dr

Cornelius, NC 28031

Contractor's Federal Social Security ID No.: 58-0641369

Contractor's License No.:

987

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

Contractor

Name: Michael O'Shiellds
Name of Contractor (type or print)

By: [Signature]
(Signature)

Title: Assistant Secretary

Attest: [Signature]
(Secretary, if a corporation)
Ass't Secretary

Town of Huntersville

Town Manager

Attest:

Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director



Engineering & Public Works

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

Exhibit B

Itemized Bid Proposal- Vance Rd Extension

Line	Type	Item No.	Sec	Description	Quantity	Unit	Price	Amount
				Roadway				
1	M	0000100000-	800	MOBILIZATION	1	LS	\$ 87,000.00	\$ 87,000.00
2	M	0000400000-	801	CONSTRUCTION SURVEYING	1	LS	\$ 18,000.00	\$ 18,000.00
3	G	0043000000-	226	GRADING	1	LS	\$ 144,000.00	\$ 144,000.00
4	G	0001000000-	200	CLEARING & GRUBBING 3.55 ACRE(S)	1	LS	\$ 18,000.00	\$ 18,000.00
5	G	0022000000-	225	UNCLASSIFIED EXCAVATION	2,700	CY	\$ 21.80	\$ 58,860.00
6	G	0106000000-	230	BORROW EXCAVATION	1,400	CY	\$ 29.20	\$ 40,880.00
7		1297000000-	607	MILLING ASPHALT PAVEMENT, 1.5"DEPTH	10000	SY	\$ 2.10	\$ 21,000.00
8	D	0448300000-	310	18" RC PIPE CULVERTS, CLASS IV	269	LF	\$ 147.00	\$ 39,543.00
9	D	0448200000-	310	15" RC PIPE CULVERTS, CLASS IV	80	LF	\$ 123.00	\$ 9,840.00
10	D	0448400000-	310	24" RC PIPE CULVERTS, CLASS IV	50	LF	\$ 122.00	\$ 6,100.00
11	D	0372000000-	310	18" RC PIPE CULVERTS, CLASS V	16.9	LF	\$ 150.00	\$ 2,535.00
12	D	2472000000-	840	MASONRY DRAINAGE STRUCTURE (NCDOT	7	EA	\$ 2,530.00	\$ 17,710.00
13	D	2308000000-	840	MASONRY DRAINAGE STRUCTURES	17	LF	\$ 175.00	\$ 2,975.00
14	D	2352000000-	840	FRAME WITH GRATE, STD 840.03, TYPE F	3	EA	\$ 800.00	\$ 2,400.00
15	D	2354000000-	840	FRAME WITH GRATE, STD 840.03, TYPE G	4	EA	\$ 800.00	\$ 3,200.00
16	D	2363000000-	840	DROP INLET, STD 840.14 OR 840.15	7	EA	\$ 2,600.00	\$ 18,200.00
17	D	2364000000-	840	FRAME WITH TWO GRATES, STD 840.16	7	EA	\$ 800.00	\$ 5,600.00
18	D	2893000000-	859	CONVERT EX DRAINAGE STRUCTURE TO	4	EA	\$ 3,275.00	\$ 13,100.00
19	D	2396000000-	840	FRAME WITH COVER, STD 840.54	4	EA	\$ 575.00	\$ 2,300.00
20	D	2860000000-	859	CONVERT EXISTING CATCH BASIN TO	1	EA	\$ 2,200.00	\$ 2,200.00
21	D	2905000000-	859	CONVERT EXISTING DROP INLET	3	EA	\$ 2,200.00	\$ 6,600.00
22	G	0995000000-	340	PIPE REMOVAL	123	LF	\$ 35.00	\$ 4,305.00
23	P	1491000000-	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	2291	TON	\$ 67.50	\$ 154,642.50
24	P	1503000000-	610	ASPHALT CONC INTERMEDIATE COURSE,	1,505	TON	\$ 72.60	\$ 109,263.00
25	P	1519000000-	610	ASPHALT CONC SURFACE COURSE, TYPE	1959	TON	\$ 69.50	\$ 136,150.50
26	P	1575000000-	620	ASPHALT BINDER FOR PLANT MIX	346	TON	\$ 475.00	\$ 164,350.00
27	G	0156000000-	250	REMOVAL OF EXISTING ASPHALT	1879	SY	\$ 6.70	\$ 12,589.30
28	G	0163000000-	250	REMOVAL OF EXISTING CONCRETE	1076	SY	\$ 14.70	\$ 15,817.20
29	P	2612000000-	848	6" CONCRETE DRIVEWAY	323	SY	\$ 138.00	\$ 44,574.00
30	G	3649000000-	876	RIP RAP, CLASS B	40	TON	\$ 72.00	\$ 2,880.00
31	D	3656000000-	876	GEOTEXTILE FOR DRAINAGE	79	SY	\$ 9.45	\$ 746.55
32	P	2549000000-	846	2'-6" CONCRETE CURB & GUTTER	2078	LF	\$ 32.70	\$ 67,950.60
33	P	2605000000-	848	CONCRETE CURB RAMPS	11	EA	\$ 2,860.00	\$ 31,460.00
34	P	2591000000-	848	4" CONCRETE SIDEWALK	615	SY	\$ 53.00	\$ 32,595.00
35	P	2647000000-	876	5" MONOLITHIC CONCRETE	851	SY	\$ 75.00	\$ 63,825.00
							Subtotal	\$ 1,361,191.65
				Signing				
36	S	4072000000-	903	SUPPORTS, 3-LB STEEL U-CHANNEL	500	LF	\$ 5.65	\$ 2,825.00
37	S	4102000000-	904	SIGN ERECTION, TYPE E	35	EA	\$ 40.85	\$ 1,429.75
38	S	4155000000-	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	17	EA	\$ 15.35	\$ 260.95
39	S	4025000000-	901	CONTRACTOR FURNISHED, TYPE E SIGN	215	SF	\$ 19.30	\$ 4,149.50
							Subtotal	\$ 8,665.20
				Traffic Management				
40	Y	4405000000-	1110	WORK ZONE SIGNS (PORTABLE)	350	SF	\$ 9.70	\$ 3,395.00
41	Y	4410000000-	1110	WORK ZONE SIGNS (BARRICADE	70	SF	\$ 6.65	\$ 465.50
42	Y	4430000000-	1130	DRUMS	70	EA	\$ 41.00	\$ 2,870.00
43	Y	4455000000-	1150	FLAGGER	8	DAY	\$ 380.00	\$ 3,040.00
44	Y	4445000000-	1145	BARRICADES (TYPE III)	240	LF	\$ 23.00	\$ 5,520.00
45	Y	4516000000-	1145	SKINNY DRUM	40	EA	\$ 35.75	\$ 1,430.00
46	PM	4810000000-	1205	PAINT PVT MARKINGS 4"	3,150	LF	\$ 0.90	\$ 2,835.00
47	PM	4820000000-	1205	PAINT PVT MARKINGS 8"	255	LF	\$ 3.85	\$ 981.75
48	PM	4835000000-	1205	PAINT PVT MKG LINES 24"	115	LF	\$ 8.00	\$ 920.00
							Subtotal	\$ 21,457.25
				Pavement Marking				
49	PM	4685000000-	1205	THERMOPLASTIC PAVEMENT MARKING	13,135	LF	\$ 1.25	\$ 16,418.75
50	PM	4695000000-	1205	THERMOPLASTIC PAVEMENT MARKING	1,370	LF	\$ 4.10	\$ 5,617.00
51	PM	4710000000-	1205	THERMOPLASTIC PAVEMENT MARKING	160	LF	\$ 14.80	\$ 2,368.00
52	PM	4725000000-	1205	THERMOPLASTIC PAVEMENT MARKING	36	EA	\$ 133.00	\$ 4,788.00
							Subtotal	\$ 29,191.75
				Erosion Control				
53	L	6000000000-	1605	TEMPORARY SILT FENCE	4,700	LF	\$ 2.15	\$ 10,105.00
54	L	6006000000-	1610	STONE FOR EROSION CONTROL, CLASS A	255	TON	\$ 54.70	\$ 13,948.50

55	L	6009000000-	1610	STONE FOR EROSION CONTROL, CLASS B	10	TON	\$ 54.70	\$ 547.00
56	L	6012000000-	1610	SEDIMENT CONTROL STONE	395	TON	\$ 51.50	\$ 20,342.50
57	L	6015000000-	1615	TEMPORARY MULCHING	7	ACR	\$ 1,380.00	\$ 9,660.00
58	L	6018000000-	1620	SEED FOR TEMPORARY SEEDING	400	LB	\$ 2.05	\$ 820.00
59	L	6021000000-	1620	FERTILIZER FOR TEMPORARY SEED-ING	2	TON	\$ 1,530.00	\$ 3,060.00
60	L	6024000000-	1622	TEMPORARY SLOPE DRAINS	200	LF	\$ 19.60	\$ 3,920.00
61	L	6029000000-	SP	SAFETY FENCE	5,753	LF	\$ 1.35	\$ 7,766.55
62	L	6030000000-	1630	SILT EXCAVATION	230	CY	\$ 34.30	\$ 7,889.00
63	L	6036000000-	1631	MATting FOR EROSION CONTROL	7,500	SY	\$ 2.30	\$ 17,250.00
64	L	6042000000-	1632	1/4" HARDWARE CLOTH	1,595	LF	\$ 3.05	\$ 4,864.75
65	L	6071010000-	SP	WATTLE	480	LF	\$ 6.65	\$ 3,192.00
66	L	6084000000-	1660	SEEDING & MULCHING	6	ACR	\$ 1,990.00	\$ 11,940.00
67	L	6087000000-	1660	MOWING	6	ACR	\$ 815.00	\$ 4,890.00
68	L	6090000000-	1661	SEED FOR REPAIR SEEDING	100	LB	\$ 2.55	\$ 255.00
69	L	6093000000-	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	\$ 1,530.00	\$ 382.50
70	L	6096000000-	1662	SEED FOR SUPPLEMENTAL SEEDING	150	LB	\$ 2.55	\$ 382.50
71	L	6108000000-	1665	FERTILIZER TOPDRESSING	4	TON	\$ 1,530.00	\$ 6,120.00
72	L	6114500000-	1667	SPECIALIZED HAND MOWING	10	MH	\$ 51.00	\$ 510.00
73	L	6117000000-	SP	RESPONSE FOR EROSION CONTROL	25	EA	\$ 460.00	\$ 11,500.00
74	L	6071030000-	1640	COIR FIBER BAFFLE	2,050	LF	\$ 4.60	\$ 9,430.00
75	G	3656000000-	876	GEOTEXTILE FOR DRAINAGE	225	SY	\$ 4.30	\$ 967.50
76	L	6117500000-	SP	CONCRETE WASHOUT STRUCTURE	2	EA	\$ 460.00	\$ 920.00
							Subtotal	\$ 150,662.80
				Signals				
77	Z	7048500000-	1705	16" PEDESTRIAN SIGNAL HEAD 1 SEC	8	EA	\$ 765.00	\$ 6,120.00
78	Z	7060000000-	1705	SIGNAL CABLE	3000	LF	\$ 3.05	\$ 9,150.00
79	Z	7120000000-	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	10	EA	\$ 935.00	\$ 9,350.00
80	Z	7132000000-	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	3	EA	\$ 1,125.00	\$ 3,375.00
81	Z	7300000000-	1715	UNPAVED TRENCHING (1 conduit, 2 inch)	300	LF	\$ 9.20	\$ 2,760.00
82	Z	7301000000-	1715	DIRECTIONAL DRILL (2 conduits, 2 inch)	350	LF	\$ 24.50	\$ 8,575.00
83	Z	7324000000-	1716	JUNCTION BOX (STANDARD SIZE)	8	EA	\$ 327.00	\$ 2,616.00
84	Z	7444000000-	1725	INDUCTIVE LOOP SAWCUT	1000	LF	\$ 9.20	\$ 9,200.00
85	Z	7456000000-	1726	LEAD-IN CABLE (14-2 pair)	2,500	LF	\$ 2.25	\$ 5,625.00
86	Z	7590000000-	SP	DOUBLE MAST ARM WITH METAL POLE	2	EA	\$ 30,700.00	\$ 61,400.00
87	Z	7613000000-	SP	SOIL TEST	2	EA	\$ 1,530.00	\$ 3,060.00
88	Z	7614100000-	SP	DRILLED PIER FOUNDATION	6	CY	\$ 1,225.00	\$ 7,350.00
89	Z	7631000000-	SP	MAST ARM W/ METAL POLE DES	4	EA	\$ 102.00	\$ 408.00
90	Z	7642100000-	1743	TYPE I PEDESTAL WITH FOUNDATION	1	EA	\$ 1,430.00	\$ 1,430.00
91	Z	7642200000-	1743	TYPE II PEDESTAL WITH FOUNDATION	7	EA	\$ 2,045.00	\$ 14,315.00
92	Z	7684000000-	1750	SIGNAL CABINET FOUNDATION	1	EA	\$ 2,550.00	\$ 2,550.00
93	Z	7696000000-	1751	CONTROLLER WITH CABINET (TYPE 2070	1	EA	\$ 16,400.00	\$ 16,400.00
94	Z	7708000000-	1751	DETECTOR CARD	10	EA	\$ 102.00	\$ 1,020.00
95	Z	7980000000-	SP	PROTECTIVE COATING FOR SIGNAL MAST	2	EA	\$ 2,045.00	\$ 4,090.00
							Subtotal	\$ 168,794.00
							Subtotal	\$ 1,739,962.65
							5% Contingency	\$ 86,998.13
							Total Bid	\$ 1,826,960.78

Exhibit B - Itemized Proposal

Sloan Construction 7/1/21
Company Name Date

Michael O'Shields Assistant Secretary
Print Name Title

Michael O'Shields
Signature

Exhibit B							Sloan Construction		JSmith Civil, LLC		Blythe Development		Sealand Contractors Corp		Boggs Contracting, Inc.		CBL, Inc		Kemp Sigmon Construction	
Itemized Bid Proposal- Vance Rd Extension																				
Line No.	Type	Item No.	Sec No.	Description	Quantity	Unit	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
				Roadway																
Subtotal								\$ 1,739,962.66		\$ 2,494,282.40		\$ 2,220,776.95		\$ 2,098,643.40		\$ 2,205,653.75		\$ 1,883,289.80		\$ 1,817,735.95
5% Contingency								\$ 86,996.13		\$ 124,714.12		\$ 111,038.85		\$ 104,932.17		\$ 110,282.69		\$ 94,164.49		\$ 90,886.80
Total Bid								\$ 1,826,960.78		\$ 2,618,996.52		\$ 2,331,815.80		\$ 2,203,575.57		\$ 2,315,936.44		\$ 1,977,454.29		\$ 1,908,622.75

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:****IPL0027422****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

CLT - Legal Ads

Final Cost:

32.30

Payment Type:

Account Billed

User ID:

IPL0021908

PREVIEW FOR AD NUMBER IPL00274220**INVITATION TO BID**

The Town of Huntersville will receive sealed bids for the Vance Road at Gilead Road Project until 2:00pm on Wednesday July 7, 2021 at the Huntersville Town Center, 105 Gilead Rd. 3rd floor Conference Room 302, Huntersville, NC 28070, at which time and place the bids will be opened and read aloud. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. Last day for questions regarding this project will be Tuesday June 29, 2021 at 2:00 PM, with an addenda answering all received questions being distributed on Wednesday June 30, 2021. Bid documents are available from the Town to be viewed by appointment only, contact Kevin Garton, PE at kgarton@huntersville.org or visit www.huntersville.org/251/Bid-Proposals. The Town of Huntersville is committed to providing opportunities for small and disadvantaged businesses. The Town encourages bids from Historically Underutilized Businesses (HUB). The Huntersville Board reserves the right to reject any and all bid proposals received, for any reason at any time, and to waive minor informalities.

W00000000
Publication Dates

[<< Click here to print a printer friendly version >>](#)

ACCOUNT INFORMATION

TOWN OF HUNTERSVILLE/ADMINISTRATOR IP
TOWN CLERK PO BOX 664
HUNTERSVILLE, NC 28078
704-875-6541
jpierson@huntersville.org
TOWN OF HUNTERSVILLE/ADMINISTRATOR

TRANSACTION REPORT**Date**

June 8, 2021 3:34:47 PM EDT

Amount:

32.30

SCHEDULE FOR AD NUMBER IPL00274220

June 15, 2021

The Charlotte Observer



Tue 6/8/2021 3:23 PM

Kevin Garton

FW: Town of Huntersville- Vance Rd at Gilead Project- Huntersville, North Carolina(BID#5881)

To Ashley Cromie

Sent: Tuesday, June 8, 2021 2:06 PM

To: Kevin Garton <kgarton@huntersville.org>

Cc: Puckett, Alisha <alisha.puckett@doa.nc.gov>; Guenther, John <john.guenther@doa.nc.gov>

Subject: Town of Huntersville- Vance Rd at Gilead Project- Huntersville, North Carolina(BID#5881)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Garton,

Your invitation to the bid notice has been posted on the HUB Office Bid Opportunities

Webpage: [NC DOA : Town of Huntersville- Vance Rd at Gilead Project- Huntersville, North Carolina](#)

Please review the posting and let us know if any changes are needed.

- We strongly encourage you to print your posting to keep as documentation of your efforts to reach Historically Underutilized Businesses.
- Please let us know the name of the company that was awarded the work by e-mailing it to John Guenther (john.guenther@doa.nc.gov).
- If you know if the winning company is a HUB or any of its subcontractors are HUBs that would be helpful to know as well.

Thank you for using the HUB Bid Opportunities website and for providing feedback on who responds to your posting.

All the best,

Emanuel McGirt Jr.

Project Coordinator

Office of Historically Underutilized Businesses

NC Department of Administration



Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

Sign up to receive an email when new bids are added!

 [Format for Printing](#)

Bid Title:	Invitation to Bid- Vance Rd at Gilead Project
Category:	Engineering & Public Works
Status:	Open
Bid Recipient:	Kevin Garton, PE

Description:

The Town of Huntersville will receive sealed bids for the Vance Road at Gilead Road Project until 2:00pm on Wednesday July 7, 2021 at the Huntersville Town Center, 105 Gilead Rd. 3rd floor Conference Room 302, Huntersville, NC 28070, at which time and place the bids will be opened and read aloud. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. Last day for questions regarding this project will be Tuesday June 29, 2021 at 2:00 PM, with an addenda answering all received questions being distributed on Wednesday June 30, 2021.

The Town of Huntersville is committed to providing opportunities for small and disadvantage businesses. The Town encourages bids from Historically Underutilized Businesses (HUB).

The Huntersville Board reserves the right to reject any and all bid proposals received, for any reason at any time, and to waive minor informalities.

Bid documents are available from the Town to be viewed by appointment only, contact Kevin Garton, PE at kgarton@huntersville.org or visit www.huntersville.org/251/Bid-Proposals.

Publication Date/Time:

6/8/2021 12:00 AM

Closing Date/Time:

7/7/2021 2:00 PM

Bid Opening Information:

July 7, 2021 at 2:00PM

Pre-bid Meeting:

N/A

Contact Person:

Kevin Garton, PE 704-766-2225, kgarton@huntersville.org

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Jacob Glass, Staff Attorney

Date: August 2, 2021

Subject: Resolution to Acquire Property for the Construction of a New Fire Station

EXPLAIN REQUEST:

Resolution to begin acquiring property for the new fire station.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Fire station resolution

**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACQUIRE PROPERTY
NECESSARY FOR THE CONSTRUCTION OF A NEW FIRE STATION**

Whereas, the Town of Huntersville has determined that the acquisition of certain property is necessary for the construction of a new fire station;

Whereas, the Town of Huntersville finds that such property is for a public use and necessary for the construction of the Fire Station;

Whereas, the statutory powers of the Town of Huntersville 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);

Whereas, to meet said defined project delivery schedule, property acquisition process should begin no later than September, 2021;

Whereas, the Town of Huntersville's proposed property acquisition process for the Fire Station will comply with applicable federal and state requirements; and

Whereas, the Town of Huntersville has certified that the parcel ("the Property"), represented on Exhibit A is needed for the Fire Station.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes the acquisition of the necessary property affecting the parcel described on Exhibit A at a price not to exceed that determined by the property appraisals and no further action is required by this Board to authorize the acquisition.
2. In the event that the parcel or interest therein cannot be acquired by negotiations at the price authorized above, the Town Manager 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 Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution.
4. This Resolution shall be effective as of the date its adoption.

Adopted this 2nd day of August, 2021.

John Aneralla, Mayor, Town of Huntersville

ATTEST:

Janet Pierson, Clerk to the Board

EXHIBIT A - PARCEL INDEX
FIRE STATION

PARCEL	PARCEL ID#	PROPERTY OWNER NAME
1	00938101	Estate of Doris V. Pennington

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Janet Pierson, Town Clerk

Date: August 2, 2021

Subject: Updated Town Board Meeting Schedule

EXPLAIN REQUEST:

Approve updated Town Board Meeting Schedule.

ACTION RECOMMENDED:

Approve Updated Meeting Schedule

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Updated TB Meeting Schedule

Huntersville Board of Commissioners

2021 Town Board Regular Meeting Schedule

Meetings begin at 6:00 p.m. at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC 28078. 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. When meetings are held virtually, the following procedures apply:

Virtual Meeting Information: Meetings will be held both in person at the Huntersville Recreation Center and virtually via livestream at <https://www.facebook.com/HuntersvilleNCTownGovernment>. 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 at the Huntersville Recreation Center 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. For public hearings only, emailed comments may be submitted 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.

Notice of virtual meetings will be issued pursuant to N.C.G.S. § 166A-19.24.

January 4, 2021	Virtually Hosted at Town Hall/Broadcast at Huntersville Recreation Center
January 19, 2021	Tuesday, due to Martin Luther King Jr. Holiday Virtually Hosted at Town Hall/Broadcast at Huntersville Recreation Center
February 1, 2021	Virtually Hosted at Town Hall/Broadcast at Huntersville Recreation Center
February 15, 2021	Virtually Hosted at Town Hall/Broadcast at Huntersville Recreation Center
March 1, 2021	Virtually Hosted at Town Hall/Broadcast at Huntersville Recreation Center
March 15, 2021	at Huntersville Recreation Center
April 5, 2021	at Huntersville Recreation Center
April 19, 2021	at Huntersville Recreation Center
May 3, 2021	at Huntersville Recreation Center
May 17, 2021	at Huntersville Recreation Center
June 7, 2021	at Huntersville Recreation Center
June 21, 2021	at Huntersville Recreation Center
July 5, 2021	Cancelled, due to Independence Day
July 19, 2021	at Huntersville Recreation Center
August 2, 2021	at Huntersville Recreation Center
August 16, 2021	at Huntersville Recreation Center
September 7, 2021	Tuesday, due to Labor Day at Huntersville Recreation Center
September 20, 2021	at Huntersville Recreation Center
October 4, 2021	at Huntersville Recreation Center
October 18, 2021	at Huntersville Recreation Center
November 1, 2021	at Huntersville Recreation Center
November 15, 2021	at Huntersville Recreation Center
December 6, 2021	at Huntersville Recreation Center
December 20, 2021	at Huntersville Recreation Center

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Janet Pierson, Town Clerk

Date: August 2, 2021

Subject: Tax Collector's Settlement and Order of Collection

EXPLAIN REQUEST:

Approve Tax Collector's Settlement for Fiscal Year 2021 (Tax Year 2020) and adopt Order of Collection for Fiscal Year 2022 (Tax Year 2021).

ACTION RECOMMENDED:

Approve Settlement and adopt Order of Collection

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Tax Collector's Settlement and Order of Collection



MECKLENBURG COUNTY

Office of the Tax Collector

July 13, 2021

Anthony Roberts, Town Manager
Jackie Huffman, Deputy Town Manager
P.O. Box 664
Huntersville, NC 28070

Re: Tax Collector's Settlement for Fiscal Year 2021 (Tax Year 2020)
Order of Collection for Tax Year 2021

Dear Mr. Roberts and Ms. Huffman:

Please find the enclosed FY 2021 Tax Collector's Settlement. We paused our collections efforts intermittently during the year due to the COVID-19 state of emergency. We will work diligently to collect unpaid FY 2021 and other prior year taxes as we move forward with the FY 2022 billing cycle (Tax Year 2021).

According to NCGS 105-373(3), the Tax Collector's Settlement must be entered into the official record of the governing board. Please have this document entered into the record to comply with statute.

I have also included a memorandum and Order of Collections for Tax Year 2021 (FY 2022). The order must also be approved by your board after the settlement is received into the record. Please return the signed copy of the Order of Collections to me once executed. A scanned copy can be sent to Neal.Dixon@MecklenburgCountyNC.gov. A hard copy can be mailed to the following address:

Mecklenburg County Office of the Tax Collector
Attn.: Neal Dixon
P.O. Box 31457
Charlotte NC 28231-1457

Your attention to both documents is greatly appreciated.

PEOPLE • PRIDE • PROGRESS • PARTNERSHIPS
P.O. Box 31457 • Charlotte, North Carolina 28231 • 980-314-4488

It was my pleasure to serve you, your board, and your residents again this year. Please do not hesitate to contact me with any feedback about our service to during this past year.

Sincerely,

A handwritten signature in blue ink, appearing to be 'N. Dixon', with a long horizontal flourish extending to the right.

Neal L. Dixon
Tax Collector/Director

Enclosures

CC: Kate Helmick, Operations Manager



MECKLENBURG COUNTY

Office of the Tax Collector

To: Anthony Roberts, Huntersville Town Manager
From: Neal L. Dixon, Director/Tax Collector
Date: July 20, 2021
Subject: Tax Collector's Settlement for Fiscal Year 2021

Pursuant to the provisions of N.C.G.S. 105-373, this memorandum is the Tax Collector's report of settlement to the Huntersville Town Commission for Fiscal Year 2021 (tax year 2020).

The total FY 2021 Real Estate, Personal Property, and Registered Motor Vehicle Tax charged to the Tax Collector for collection was \$23,795,766.78.

<u>Net Levy</u>	<u>Collected</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
\$23,795,766.78	\$23,689,093.69	\$138,851.71	99.55%

At the end of FY 2021 there were 10 tax bills totaling \$2,913.33 under formal appeal with the Board of Equalization and Review or the Property Tax Commission. The Tax Collector was barred by the U.S. Bankruptcy Court from collecting 18 real estate, personal property, and registered motor vehicle tax bills totaling \$8,786.01. When this total is removed from the net levy calculation, the collection percentage increases to 99.60%.

Reference is hereby made to reports in the Office of the Tax Collector that list the persons owning real property and personal property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. These reports are available for inspection and review upon request. The Tax Collector has made diligent efforts to collect the taxes due from the persons listed by utilizing the remedies available to him for collection.

PEOPLE • PRIDE • PROGRESS • PARTNERSHIPS

3205 Freedom Drive, Suite 3000 (28208) • P.O. Box 31457 • Charlotte, North Carolina 28231 • 980-314-4488

Prior Year Collections

During FY 2021, the Tax Collector pursued collection of delinquent prior year taxes.

Real Estate and Personal Property Tax:

<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2021</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2010	\$14,280,324.47	\$4,116.68	\$45,933.59	99.68%
2011	\$16,027,770.23	\$2,509.20	\$10,862.31	99.93%
2012	\$16,343,109.42	\$6,805.50	\$12,162.83	99.93%
2013	\$16,512,120.21	\$2,757.96	\$17,694.57	99.89%
2014	\$18,742,227.17	\$9,497.48	\$17,520.76	99.91%
2015	\$19,368,354.94	\$3,463.75	\$17,053.33	99.91%
2016	\$19,886,845.12	\$4,703.75	\$20,218.25	99.90%
2017	\$20,473,998.94	\$3,435.47	\$32,836.08	99.84%
2018	\$21,391,971.05	\$10,510.38	\$26,778.15	99.87%
2019	\$22,978,746.83	\$106,904.86	\$62,317.14	99.73%

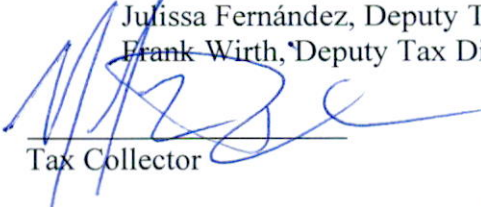
Registered Motor Vehicle Tax:

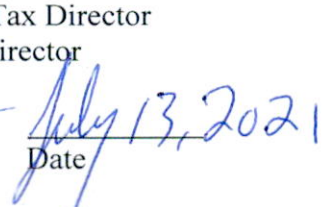
<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2021</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2017	\$0.00	\$0.00	\$0.00	0.00%
2018	\$0.00	\$0.00	\$0.00	0.00%
2019	\$0.00	\$0.00	\$0.00	0.00%

Please contact me at Neal.Dixon@MecklenburgCountyNC.gov or 980-314-4488 if you have any questions or comments regarding this settlement report.

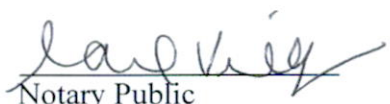
North Carolina General Statute 105-373(3) requires that this settlement be submitted to the governing board. The settlement shall be entered into the minutes of the governing body. Please ensure that this settlement is entered into the minutes of the governing body as required by statute.

cc: Jackie Huffman, Huntersville Deputy Town Manager
 Julissa Fernández, Deputy Tax Director
 Frank Wirth, Deputy Tax Director

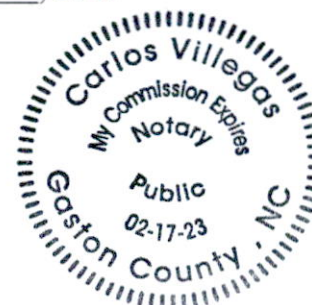

 Tax Collector


 Date

Sworn to and subscribed before me this 13 day of July, 2021


 Notary Public

My commission expires: 02-17-23
 Date



ORDER OF COLLECTION

NORTH CAROLINA, HUNTERSVILLE

TO THE TAX COLLECTOR OF MECKLENBURG COUNTY

GENERAL STATUTE 105-321(b)

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records, filed in the Office of the Tax Assessor and the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be first lien upon all real property of the respective taxpayers in Huntersville and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real and personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand official seal, this _____ day of _____, 2021.

Mayor of Huntersville (SEAL)

Attest:

Clerk to the Board

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Lauren Speight, Planner 1

Date: August 2, 2021

Subject: Call for Public Hearing - Petition #TA21-07

EXPLAIN REQUEST:

Call a public hearing for Tuesday, September 7, 2021 at 6:00 p.m. at the Huntersville Recreation Center (11836 Verhoeff Drive) or Huntersville Town Hall (101 Huntersville-Concord Road), on Petition #TA 21-07, a request by Nick Lombardo on behalf of North American Properties, to amend Article 4: Shopfront Building, Architectural Standards and Principles of the Huntersville Zoning Ordinance, to allow metal panel accents up to 30 percent of any façade visible from the street.

ACTION RECOMMENDED:

Call Public Hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

**Town of Huntersville
Town Board
August 2, 2021**

To: Town Board

From: Brad Priest, Principal Planner

Date: August 2, 2021

Subject: Call for public hearing - Petition #R21-10, Northchase at the Park

EXPLAIN REQUEST:

R21-10 is a conditional rezoning application by ADE 883, LLC to rezone 10401 Hambright Road (tax ID 01740103) from Corporate Business (CB) to Corporate Business Conditional District (CB-CD). The purpose of the rezoning is to reduce the planting requirements of the 80 foot CB buffer. The property is located east of the intersection of Patterson Road and Hambright Road.

ACTION RECOMMENDED:

Call public hearing for September 7, 2021 on Petition #R21-10.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None