

Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Alisia Bergsman
Amanda Dumas
Edwin Quarles
LaToya Rivers
Nick Walsh



Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

AGENDA
Regular Town Board Meeting
October 7, 2025 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

Meeting available via YouTube [@townofhuntersvillenc28078](https://www.youtube.com/watch?v=@townofhuntersvillenc28078)

- 1. Pre-meeting - None**
- 2. Call to Order**
- 3. Moment of Silence**
- 4. Pledge of Allegiance**
- 5. Announcements and Presentations**
 - 5.A. A Proclamation for Fire Prevention Week. *(Mayor Christy Clark)*
 - 5.B. A Proclamation for National Arts and Humanities Month. *(Mayor Christy Clark)*
 - 5.C. A Proclamation for Public Power Week. *(Mayor Christy Clark)*
 - 5.D. Greenway, Trail, and Bikeway Commission Update. *(Geoffery Locke)*
- 6. Public Comments**
- 7. Agenda Changes/Adoption of Agenda**
- 8. Consent Agenda**
 - 8.A. Approve contract for the construction of the Commerce Centre Drive South project. *(Kevin Fox)*

- 8.B. Call a public hearing for November 3, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on Petition #TA25-12, a request by the Town of Huntersville Planning Department to amend Article 8.16 of the Zoning Ordinance to allow detached garages in any yard on lots over five acres in size. *(Becca Prichard)*
- 8.C. Call a public hearing for November 3, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on Petition #TA25-10, a request by R. Todd Hirschfeld to amend Articles 3.2.3 and 9.18 of the Zoning Ordinance to permit with conditions private helistops in the General Residential zoning designation. *(Becca Prichard)*
- 8.D. Call a public hearing for November 3, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on Petition #TA25-11, a request by Northwood Ravin to amend Articles 4.9 and 8.16 of the Zoning Ordinance to allow single-family detached homes on lots 50 feet wide and less accessed via alley to have a reduce rear yard setback when a garage is attached to the primary structure via breezeway. *(Lauren Speight)*
- 8.E. Adopt Resolution Requesting the NCDOT Division of Highways to Abandon Streets at North Mecklenburg High School. *(Kevin Fox)*
- 8.F. Approve construction contract for Delivery #4 Substation. *(Kevin Josupait)*

9. Public Hearings

- 9.A. Conduct public hearing for Pottstown Community Preservation Plan. *(David Peete)*
- 9.B. Conduct public hearing to Abandon a Portion of Thread Lane (formerly North Main Street). *(Lora Mastrofrancesco)*

10. Other Business

- 10.A. Consider decision and adopt Resolution to abandon a portion of Thread Lane (formerly N Main Street). *(Lora Mastrofrancesco)*
- 10.B. Consider decision on Traffic Calming for Maple Branch Drive. *(Lora Mastrofrancesco)*
- 10.C. Consider approving labor contract for electrical contract work for Fiscal Year 2026. *(Kevin Josupait)*

10.D. Consider approving revisions to current Right-of-Way Abandonment Policy. (*Emily Sloop*)

10.E. Consider approving budget amendment appropriating Fund Balance in the amount of \$900,095 for Purchase of Real Property - 15318 NC Hwy 73. (*Anthony Roberts*)

11. Closing Comments

12. Adjourn

General Meeting Information

Town Board:

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

Meeting Time, Place and Agenda:

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

Public Comment and Public Hearing Policy:

Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet no later than five (5) minutes prior to the designated meeting start time. Once the meeting has begun, a person may not sign up to speak. Persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. The Mayor shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. (*Public Comment and Public Hearing Policy - Amended February 19, 2024*)

Special Accommodations:

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



A PROCLAMATION FOR FIRE PREVENTION WEEK

WHEREAS, the Town of Huntersville is committed to ensuring the safety and security of all those living in and visiting our town; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily - including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys - are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, Huntersville first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2025 Fire Prevention Week™ theme, "Charge into Fire Safety™: Lithium-Ion Batteries in Your Home," serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim the week of October 5 through 11 as "**FIRE PREVENTION WEEK**" in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 7th day of October, 2025.

Christy Clark, Mayor



A PROCLAMATION FOR NATIONAL ARTS AND HUMANITIES MONTH

WHEREAS, the month of October has annually been recognized as National Arts and Humanities Month by thousands of arts and culture organizations – including the Arts & Science Council, the local arts agency of the Town of Huntersville and Mecklenburg County – and by communities, counties, and states across the country since 1993; and

WHEREAS, the arts and humanities help community members explore their diverse history and culture with the support and creativity of large, midsize, and small cultural organizations, creative individuals, educational institutions, and local businesses; and

WHEREAS, cities and states - through their local and state arts agencies and representing thousands of cultural organizations have celebrated the value and importance of culture in the lives of Americans and the health of thriving communities during National Arts and Humanities Month for several years; and

WHEREAS, public support for the arts has been an economic generator stimulating a healthy, vibrant, and growing nonprofit arts economy employing 1.3 million people in full-time jobs, returning \$3.4 billion in federal income taxes, \$1.2 billion in state and \$790 million in local government revenue, and has an overall economic impact of \$37 billion; and

WHEREAS, the arts and humanities embody so much of the accumulated wisdom, intellect, and imagination of humankind, and play a unique role in the lives of our families and our community.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim the month of October as “**NATIONAL ARTS AND HUMANITIES MONTH**” in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 7th day of October, 2025.

Christy Clark, Mayor



A PROCLAMATION FOR PUBLIC POWER WEEK

WHEREAS, we, the citizens of Huntersville, place a high value on local choice over community services and therefore have chosen to operate a community-owned, not-for-profit electric utility and, as customers and owners of our electric utility, have a direct say in utility operations and policies; and

WHEREAS, Huntersville Electric Fund provides our homes, businesses, schools, and social service and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS, Huntersville Electric Fund is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, Huntersville Electric Fund is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim October 5 - 11 as **"PUBLIC POWER WEEK"** in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 7th day of October, 2025.

Christy Clark, Mayor



Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Construction Contract - Commerce Centre Dr South

EXPLAIN REQUEST:

The Town's Public Works Department solicited informal bids for the Commerce Centre Drive South project. Bids were due Thursday, August 14th, 2025 at 2:00 PM. 3 bids were submitted, with the lowest bid being \$498,530.68 submitted by Country Boy Landscaping (CBL). The Public Works Department wishes to engage with CBL for the construction of Commerce Centre Drive South.

ACTION RECOMMENDED:

Approve contract.

FINANCIAL IMPLICATIONS:

Bond Fund.

ATTACHMENTS:

1. Commerce Centre Ph I (South) Proposal



REQUEST FOR INFORMAL, COMPETITIVE BIDS

The Town of Huntersville will receive informal bids for the Grade, Base, and Pave Commerce Centre extension (Phase I, South) Project until 2:00 PM on Thursday, August 14th, 2025. All bids should be sent to Dillon Norton at dnorton@huntersville.org. Notification of the apparent low bidder will be emailed to all bidders.

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

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

Mark Taylor, PE
Project Construction Engineer
Town of Huntersville

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REQUEST FOR BIDS ("RFB")

PROJECT: Commerce Centre Road Extension, Phase I

LOCATION OF THE WORK: Intersection of Commerce Centre Road at Gilead Road

TYPE OF WORK: Grade, Base, and Pave Commerce Centre extension (Phase I, South)

BIDS MUST BE RECEIVED BY: Thursday, August 14th, 2025, by 2:00 P.M.

EMAIL ADDRESS FOR BID SUBMISSION: dnorton@huntersville.org

DATE OF AVAILABILITY & COMPLETION: August 25th (available) - November 24th, 2025 (completion)

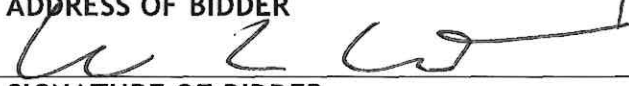
Notice: All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina, which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project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

Country Boy Landscaping, Inc. 67108

NAME OF BIDDER N.C. CONTRACTOR'S LICENSE NUMBER

P.O. Box 290 Harmony, NC 28634

ADDRESS OF BIDDER



SIGNATURE OF BIDDER

COMMERCE CENTRE ROAD EXTENSION, PHASE I

1.0 INSTRUCTIONS TO BIDDERS

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

The Project being placed out for bid by the Town of Huntersville is to Grade, Base, and Pave Commerce Centre extension (Phase I, South) shown on Exhibit A and B to this RFB. By submitting a bid, the Bidder agrees to provide the labor, services, equipment, and materials needed to complete the Project. All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- 1.1 Standard Specifications. Those provisions of North Carolina Department of Transportation 2024 Standards for Roads and Structures ("Standard Specifications") specifically referenced in Section 2.0 of this Contract Proposal are incorporated herein by reference and shall be considered a part of the Contract. Divisions 2 through 17 of the Standard Specifications for Roads and Structures which are applicable to the Work being performed as part of the Project shall be considered as part of the Project Specifications and are hereby incorporated by reference as part of the Contract. To the extent that the terms of the Contract Proposal modify the terms of the Standard Specifications or the extent that there is a conflict between the terms of the Contract Proposal and the Standard Specifications, the terms of the Contract Proposal shall control.
- 1.2 BIDDERS MUST INCLUDE SALES TAXES, IF ANY IS EXPECTED TO BE PAID IN PERFORMANCE OF THE WORK, IN UNIT PRICING.
- 1.3 All entries on the bid form, including signatures, shall be written in ink.
- 1.4 The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places*****
- 1.5 An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
- 1.6 The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 1.7 The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)

- 1.8 Bids submitted by corporations shall bear the seal of the corporation.
- 1.9 The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 1.10 The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 1.11 Withdrawal of bids shall be governed by N.C.G.S. § 143-129.1.
- 1.12 The successful bidder will be required to sign the Contract within ten (10) consecutive days of the award, or otherwise forfeit their bid deposit.

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

2.0 PROJECT SPECIAL PROVISIONS - GENERAL

The Project being placed out for bid by the Town of Huntersville is to Grade, Base, and Pave Commerce Centre extension (Phase I, South) shown on Exhibit A and B to this RFB. The Contractor agrees to provide the labor, services, equipment, and materials needed to complete the Project. The Project will be performed in accordance with the North Carolina Department of Transportation 2024 Standard Specifications for Roads and Structures, including but not limited to Division 6, Asphalt Pavements, as modified in the Project Special Provisions - Roadway, contained in this RFB.

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

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

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

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

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

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

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

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

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

101-1 GENERAL

101-2 ABBREVIATIONS

101-3 DEFINITIONS

102-1 INVITATION TO BID

102-5 INTERPRETATION OF QUANTITIES IN PROPOSAL

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

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

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

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

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

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

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

103-1 CONSIDERATION OF BIDS

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

103-5 CANCELLATION OF AWARD

103-6 RETURN OF BID BOND OR BID DEPOSIT

103-7 CONTRACT BONDS

103-8 EXECUTION OF CONTRACT

103-9 FAILURE TO FURNISH CONTRACT BONDS

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

104-1 INTENT OF CONTRACT

104-2 SUPPLEMENTAL AGREEMENTS

104-3 ALTERATIONS OF PLANS OR DETAILS OR CONSTRUCTION

104-4 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

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

104-6 ELIMINATED CONTRACT ITEMS

104-7 EXTRA WORK

104-9 DISPOSITION OF SURPLUS PROPERTY

104-10 MAINTENANCE OF THE PROJECT

104-11 FINAL CLEANING UP

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

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

105-2 PLANS AND WORKING DRAWINGS

105-3 CONFORMITY WITH PLANS AND SPECIFICATIONS

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

105-5 COOPERATION BY CONTRACTOR

105-7 COOPERATION BETWEEN CONTRACTORS

105-8 COOPERATION WITH UTILITY OWNERS

105-9 CONSTRUCTION STAKES, LINES AND GRADES

105-10 AUTHORITY AND DUTIES OF THE INSPECTOR

105-11 INSPECTION OF THE WORK

105-12 UNAUTHORIZED WORK

105-13 LIMITATIONS OF OPERATIONS

105-14 NIGHT WORK

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

105-17 INSPECTION AND ACCEPTANCE

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

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

106-2 SAMPLES, TESTS AND CITED SPECIFICATIONS

106-3 CONTRACTOR FURNISHED CERTIFICATION

106-4 DELIVERY AND HANDLING OF MATERIALS

106-5 STORAGE OF MATERIALS

106-6 INSPECTION AT SOURCE

106-7 SCALES AND PUBLIC WEIGHMASTER

106-8 DEPARTMENT FURNISHED MATERIAL

106-9 DEFECTIVE MATERIAL

106-10 DENSITY DETERMINATION BY NUCLEAR METHODS.

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

107-1 LAWS TO BE OBSERVED

107-3 PERMITS AND LICENSES

107-4 PATENTED DEVICES, MATERIALS AND PROCESSES

107-5 ENCROACHMENT ON RIGHT-OF-WAY

107-7 SANITARY PROVISIONS

107-8 PUBLIC CONVENIENCE AND SAFETY

107-9 COORDINATION WITH RAILWAY

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

107-11 PROTECTION AND RESTORATION OF PROPERTY

107-12 CONTROL OF EROSION, SILTATION AND POLLUTION

107-13 PROTECTION OF PUBLIC LANDS

107-14 RESPONSIBILITY FOR DAMAGE CLAIMS

107-16 OPENING SECTION OF PROJECT TO TRAFFIC

107-17 CONTRACTOR'S RESPONSIBILITY FOR WORK

107-18 FURNISHING RIGHT OF WAY

107-19 PERSONAL LIABILITY OF PUBLIC OFFICIALS

107-20 WAIVER OF LEGAL RIGHTS BY THE DEPARTMENT

107-21 SAFETY AND ACCIDENT PROTECTION

107-22 WAGES AND CONDITIONS OF EMPLOYMENT

107-23 LIABILITY TO THIRD PARTIES

107-25 HAZARDOUS, CONTAMINATED AND TOXIC MATERIAL

107-26 FINES AND LEVIES AGAINST THE DEPARTMENT

SECTION 108 PROSECUTION AND PROGRESS, INCLUDING ONLY THE FOLLOWING:

108-1 GENERAL

108-2 PROGRESS SCHEDULE

108-3 PRECONSTRUCTION CONFERENCE

108-4 CONSTRUCTION CONFERENCES

108-5 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

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

108-7 TEMPORARY SUSPENSION OF THE WORK

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

108-9 DEFAULT OF CONTRACT

108-10 CONTRACT TIME AND INTERMEDIATE CONTRACT TIME.

108-11 LIQUIDATED DAMAGES

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

108-13 TERMINATION OF CONTRACT

103-14 TERMINATION FO CONTRACTOR'S RESPONSIBILITY

SECTION 109 MEASUREMENT AND PAYMENT, INCLUDING ONLY THE FOLLOWING:

109-1 MEASUREMENT OF QUANTITIES

109-2 SCOPE OF PAYMENT

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

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

109-6 PAYMENT FOR LEFTOVER MATERIALS

109-7 COMPENSATION PAID AT CONTRACT PRICES

109-8 FUEL PRICE ADJUSTMENTS

109-9 FINAL PAYMENT

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

109-11 INTEREST ON FINAL PAYMENT

SECTION 150 MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

2.0.1 Definitions

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

2.0.2 Other Definitions

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

The Invitation to Bid, including any and all Addenda.

The Bid Bond

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

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

The Bidding documents submitted by the successful bidder.

The Payment and Performance Bonds

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

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

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

“Project” The Project is NC 115 at Harvest Point Sidewalk Project Improvements shown on Exhibit A.

2.1 AUTHORITY OF THE ENGINEER

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

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

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

2.2 CONTRACTOR QUALIFICATION

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

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

2.3 AWARD & EXECUTION OF CONTRACT AND NOTICE TO PROCEED

The award of contract, if made, will be made based on the lowest, responsive, responsible bidder, taking into account quality, performance and time for performance specified in the Proposal. The apparent low bidder will be notified that they are the apparent low bidder. If the apparent low bidder is determined to be a responsible bidder, the apparent low bidder will be notified that his/her quotation has been accepted.

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

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

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

2.4 SUBLETTING OF CONTRACT

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

2.5 BID SECURITY REQUIREMENTS

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

2.6 INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

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

Holiday and Holiday Weekend Lane Closure Restrictions

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

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

2.7 MATERIALS AND TESTING

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

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

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

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

2.8 BASIS OF PAYMENTS, CLAIMS, AND RETAINAGE

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

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

2.9 TAXES AND LICENSES

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

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

2.10 UTILITY CONFLICTS

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

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

2.11 SUPERVISION BY CONTRACTOR

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

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

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

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

2.12 PAYMENT AND PERFORMANCE BONDS

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

Payment Bonds

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

Performance Bonds

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

2.13 NOTIFICATION OF OPERATIONS

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

2.14 PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

2.15 INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance, as required by the Town Standard Contract, attached hereto as Exhibit C2.

2.16 PROJECT DISPUTES

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

2.17 FINAL INVOICE

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

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

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

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

2.18 TWELVE (12) MONTH GUARANTEE

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Town. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Town, and/or for use in excess of the design.

(B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Town's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. The Town would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Town would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

3.0 PROJECT SPECIAL PROVISIONS - ROADWAY

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

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

3.1 CONTRACT TIME AND LIQUIDATED DAMAGES

The completion date for this project is **November 24th, 2025**. No extensions will be authorized except as authorized by Article 108-10 of the 2024 Standard Specifications for Roads and Structures. Contractor and the Town agree that the Contractor's failure to perform in compliance with the Agreement will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Contractor agree that the following amounts are reasonable estimates of the Town's damages, and thus constitute liquidated damages, and not penalties, for the Contractor's breach of this Agreement. If the Contractor fails to perform in accordance with this agreement, the Town may deduct the following amounts from any sum that otherwise would be payable to the Contractor under this Agreement. Liquidated damages for this contract for failure to complete the Project by the completion date are one thousand dollars (\$1,000.00) per calendar day. The liquidated damages provided by this Section 3.1 are separate and apart from the liquidated damages specified for unauthorized mid-Project suspensions by the Contractor as described in Section 3.2 below.

3.2 PROSECUTION OF WORK

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

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

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

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

3.4 PROMPT PAYMENT

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

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

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

3.5 DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain reasonable ingress and egress by way of driveway and/or foot access for all residents and property owners throughout the life of the project. Contractor shall provide access to mail and trash services to existing properties. The Contractor shall provide reasonable advance notice to all residents/property owners of any service interruptions or deferred access. If any damage to a residents' driveway, outside of the construction limits, will be the Contractor's reasonability to be replace in like-kind. The Contractor shall also ensure contractors at all levels, including prime, subcontractor, or second tier subcontractor follow this section.

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

3.6 DENSITY TEST

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

3.7 PRICE ADJUSTMENT - ASPHALT BINDER

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

The base price index for asphalt binder is \$ 568.13 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals as of July 1st, 2025.

3.8 ADJUSTMENT OF MANHOLES, METER BOXES AND VALVE BOXES

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

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

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

Basis of Payment

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

3.9 THERMOPLASTIC PAINTED PAVEMENT MARKINGS

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

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

Measurement and Payment

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

4.0 EXECUTION OF CONTRACT PROPOSAL

In compliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted and a contract awarded, 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 to Grade, Base, and Pave Commerce Centre extension (Phase I, South) Project, and all attachments, (collectively this "Contract") is by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Country Boy Landscaping, Inc. (the "Contractor") with address

P.O. Box 290 Harmony, NC 28434

Contractor's Federal Social Security ID No.: 54-215711

Contractor's License No.:

67108

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this day of 14th August, 2025

Contractor

Name: Country Boy Landscaping, Inc.
Name of Contractor (type or print)

By: [Signature]

(Signature)

Title: President

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

Town of Huntersville

Town Manager

Attest:

Town Clerk

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

Finance Director



EXHIBIT A - PLANS

EXHIBIT B - ITEMIZED PROPOSAL

32	702	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	160	LF	15.00	2400.00
33	703	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	2	EA	350.00	700.00
34	642	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	1339	LF	6.50	8703.50
35	647	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	45	LF	15.00	675.00
36	655	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	2	EA	850.00	1700.00
37	707	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM	150	LF	0.01	1.50
Erosion Control								
38	987	6000000000-E	1605	TEMPORARY SILT FENCE	615	LF	3.00	1845.00
39	988	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	75	TON	75.00	5625.00
40	989	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	5	TON	75.00	375.00
41	990	6012000000-E	1610	SEDIMENT CONTROL STONE	55	TON	65.00	3575.00
42	991	6015000000-E	1615	TEMPORARY MULCHING	1.0	ACR	0.01	0.01
43	992	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	100	LB	0.01	1.00
44	993	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	0.5	TON	0.01	0.01
45	994	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200	LF	0.01	2.00
46	995	6029000000-E	SP	SAFETY FENCE	60	LF	4.00	240.00
47	996	6030000000-E	1630	SILT EXCAVATION	10	CY	30.00	300.00
48	997	6036000000-E	1631	MATting FOR EROSION CONTROL	7500	SY	0.01	75.00
49	1001	6042000000-E	1632	1/4" HARDWARE CLOTH	260	LF	0.01	2.60
50	1015	6071012000-E	SP	COIR FIBER WATTLE	50	LF	35.00	1750.00
51	1025	6084000000-E	1660	SEEDING & MULCHING	3	ACR	0.01	0.03
52	1026	6087000000-E	1660	MOWING	0.5	ACR	0.01	0.01
53	1027	6090000000-E	1661	SEED FOR REPAIR SEEDING	50	LB	0.01	0.50
54	1028	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	0.01	0.01
55	1029	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50	LB	0.01	0.50
56	1032	6108000000-E	1665	FERTILIZER TOPDRESSING	0.50	TON	0.01	0.01
57	1038	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25	EA	0.01	0.25
58	1039	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	1	EA	500.00	500.00
59	1436	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	225	SY	0.01	2.25
59	1046	6132000000-N	SP	GENERIC EROSION CONTROL ITEM - PREFABRICATED CONCRETE WASHOUT	3	EA	500.00	1500.00
Engineer's Estimate of Construction Cost							\$ 489,530.68	\$9.00

Country Boy Landscaping, Inc. 8/14/25
 Company Name Date

Chris C Carter President
 Print Name Title

Signature

EXHIBIT C - STANDARD CONSTRUCTION SERVICES CONTRACT



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

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR:	Contractor Name	PROJECT:	Commerce Centre Road Extension, Phase I
	Address 1	SITE	Intersection of Commerce Centre
	City, State Zip	LOCATION(S):	Drive at Gilead Road
	Contact Name		
	Contact Email		

This Contract for Construction and Repair, and all exhibits, (collectively this “Contract”) is entered into this _____ day of _____, 20____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the “Town”) and _____ located at _____ (the “Contractor”).

WITNESSETH:

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

Scope of Services. The Contractor agrees to perform for the Town the services according to the following construction design drawings, plans, and specifications to Grade, Base, and Pave Commerce Centre extension (Phase I, South) Informal Bid (the “Bid”), which is incorporated herein by reference as Exhibit C3. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in the bid, which shall constitute the “Work.” The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor’s performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the “Date of Completion” or such date as the Contractor actually completes all the Work. During such period, the Contractor will remedy at Contractor’s expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.

1. Fees: Fees for the Work shall be specified in the bid, (the “Contract Price”).
2. Change Orders. The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions (“Change Orders”). The parties agree to adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized only upon execution of a written Change Order. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor’s overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor’s overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.
3. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town’s contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
4. Personal Protective Equipment (PPE). The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
5. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit C2, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
6. Working Drawings and Specifications at the Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
7. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities,

water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

8. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
9. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
10. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
11. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
12. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
13. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit C1, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
14. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
15. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town \$1,000 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.

16. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described in the bid.

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

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

Contractor

Town of Huntersville

Name of Contractor (type or print)

Town Manager

By: _____
(Signature)

Attest: _____
Town Clerk

Title: _____

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

Attest: _____
(Secretary, if a corporation)

Finance Director

Contractor's Federal Social Security ID No.:

Contractor's License No.:

EXHIBIT C1
STANDARD TERMS & CONDITIONS

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

that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.

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

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

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit C2, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations

bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Town, Contractor shall bear all cost arising therefrom.

15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Work outlined in this Contract and any attached specifications. Contractor warrants that any finished Work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Work delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship.** All Work shall be performed to the satisfaction of the Town. The Work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Work provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Work substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If

the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Work actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.

23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Buyer.** references to Buyer or Town, throughout these terms and conditions, shall refer to the
Town of Huntersville, North Carolina.
31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
33. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
34. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
35. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

EXHIBIT C2
MINIMUM INSURANCE REQUIREMENTS

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

a. Worker's Compensation and Employer's Liability

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

b. Comprehensive General Liability Insurance

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

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

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

c. Deductible

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

d. Other Insurance

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

e. Proof of Carriage

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

EXHIBIT C3 – PLANS AND SPECIFICATIONS

(See Exhibit A in Bid)

EXHIBIT D- PERFORMANCE AND PAYMENT BONDS

(Insert Bonds Accordingly)

CONTRACT PAYMENT BOND

Date of Payment Bond Execution: _____

Name of Principal Contractor: Country Boy Landscaping, Inc.

Name of Surety: Swiss Re Corporate Solutions America Insurance Corporation

Name of Contracting Body: Town of Huntersville, North Carolina

Amount of Bond: Four Hundred Eighty Nine Thousand Five Hundred
Thirty Dollars & 68/100 (\$489,530.68)

Contract ID No.: _____

County Name: Mecklenburg County

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

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

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

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

CONTRACT PAYMENT BOND, CON'D

Affix Seal of Surety Company

Swiss Re Corporate Solutions America Insurance Corporation

Print or type Surety Company Name



By Megan S. Bartman, Attorney-in-Fact

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

Signature of Attorney-in-Fact

Signature of Witness

Turner A. Estep

Print or type Signer's name

167 East Chatham Street, Suite 300, Cary, NC 27511

Address of Attorney-in-Fact

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Country Boy Landscaping, Inc.

Full name of Corporation

429 Old Mocksville Road, Statesville , NC 28625

Address as prequalified

By



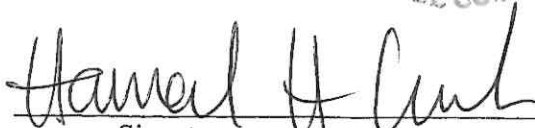
Signature of President, ~~Wice President, Assistant Vice President~~
Select appropriate title

Chris C Cartner

Print or type Signer's name



Attest



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

Hannah H. Couch

Print or type Signer's name

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CHRISTOPHER AARON LYDICK, MEGAN S. BARTMAN, EMILY S. WICKER, PHILLIP KNOWER, TURNER A. ESTEP,
RONDA W. BUSH, M. KATHRYN MCCARTHA-POWERS, JAMES HOLDEN KEEN, MICHAEL MCCREADIE, AND JOSEPH P. ZOLLER,

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 19TH day of MARCH, 20 2025

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 19TH day of MARCH, 20 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szveda
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20 .



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: Country Boy Landscaping, Inc.

Name of Surety: Swiss Re Corporate Solutions America Insurance Corporation

Name of Contracting Body: Town of Huntersville, North Carolina

Amount of Bond: Four Hundred Eighty Nine Thousand Five Hundred
Thirty Dollars & 68/100 (\$489,530.68)

Contract ID No.: _____

County Name: Mecklenburg County

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

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

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

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

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

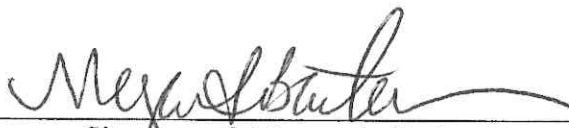
Swiss Re Corporate Solutions America Insurance Corporation

Print or type Surety Company Name



By Megan S. Bartman, Attorney-in-Fact

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


Signature of Attorney-in-Fact



Signature of Witness

Turner A. Estep

Print or type Signer's name

167 East Chatham Street, Suite 300, Cary, NC 27511

Address of Attorney-in-Fact

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

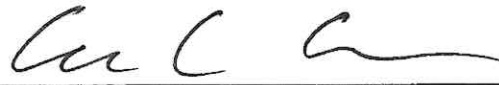
Country Boy Landscaping, Inc.

Full name of Corporation

429 Old Mocksville Road, Statesville, NC 28625

Address as prequalified

By



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

Select appropriate title

Chris C. Cartner

Print or type Signer's name

Affix Corporate Seal



Attest



Signature of Secretary, ~~Assistant Secretary~~

Select appropriate title

Hannah H. Couch

Print or type Signer's name

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CHRISTOPHER AARON LYDICK, MEGAN S. BARTMAN, EMILY S. WICKER, PHILLIP KNOWER, TURNER A. ESTEP,
RONDA W. BUSH, M. KATHRYN MCCARTHA-POWERS, JAMES HOLDEN KEEN, MICHAEL MCCREADIE, AND JOSEPH P. ZOLLER,

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 19TH day of MARCH, 20 2025

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 19TH day of MARCH, 20 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szveda
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Becca Prichard, Planner II

Subject: Call a Public Hearing for Petition #TA25-12

EXPLAIN REQUEST:

Consider a request by the Town of Huntersville Planning Department to amend Article 8.16 of the Zoning Ordinance to allow detached garages in any yard on lots over five acres in size.

ACTION RECOMMENDED:

Call a public hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Becca Prichard, Planner II

Subject: Call a Public Hearing for Petition #TA25-10

EXPLAIN REQUEST:

Consider a request by R. Todd Hirschfeld to amend Articles 3.2.3 and 9.18 of the Zoning Ordinance to permit with conditions private helistops in the General Residential (GR) zoning designation.

ACTION RECOMMENDED:

Call a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lauren Speight, Senior Planner

Subject: Call a Public Hearing on Petition #TA25-11

EXPLAIN REQUEST:

Call a public hearing for November 3, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on Petition #TA25-11, a request by Northwood Ravin to amend Articles 4.9 and 8.16 of the Zoning Ordinance to allow single-family detached homes on lots 50 feet wide and less accessed via alley to have a reduce rear yard setback when a garage is attached to the primary structure via breezeway.

ACTION RECOMMENDED:

Call a Public Hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Resolution for NCDOT Division of Highways to Abandon Streets at North Mecklenburg High School

EXPLAIN REQUEST:

In conjunction with the redevelopment of North Mecklenburg High School, and proposed site layout for the new school facility, it is necessary for the two existing maintenance rights-of-way maintained by the NCDOT to be abandoned. The Right-of-way to be abandoned are known as SR-2633 and SR-2456, and are shown on the attached map. NCDOT requires the Town of Huntersville to adopt a resolution in support of this abandonment.

ACTION RECOMMENDED:

Adopt a resolution in support of the abandonment.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. North Meck High School Street Maintenance Exhibit



**RESOLUTION OF THE TOWN OF HUNTERSVILLE IN SUPPORT OF THE NCDOT DIVISION OF HIGHWAYS
TO ABANDON RIGHT-OF-WAY MAINTENANCE OF SR-2633 AND SR-2456 AT NORTH MECKLENBURG
HIGH SCHOOL**

Resolution No. R-2025-23

WHEREAS, North Carolina Department of Transportation, Division of Highways currently has two maintenance right-of-ways at North Mecklenburg High School, SR-2633 and SR-2456 as shown in red on the attached exhibit; and

WHEREAS, due to redevelopment of the site for a proposed new school facility, it is necessary to abandon the existing maintenance right-of-ways back to the property owner, Charlotte-Mecklenburg Schools; and

WHEREAS, North Carolina Department of Transportation, Division of Highways requires submission of a resolution from the Town of Huntersville Board of Commissioners supporting the abandonment of state control, for upkeep and maintenance, of SR-2633 and SR-2456; and

WHEREAS, the Town of Huntersville Engineering and Public Works Departments have determined that, in their opinion, the abandonment of the maintenance right-of-ways back to the property owner would not be contrary to the public interest.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Town Board of Commissioners for the Town of Huntersville does support, and request the North Carolina Department of Transportation, Division of Highways to abandon the maintenance right-of-ways located at North Mecklenburg High School, known as SR-2633 and SR-2456 as shown in the attached exhibit.

Adopted this 7th day of October, 2025

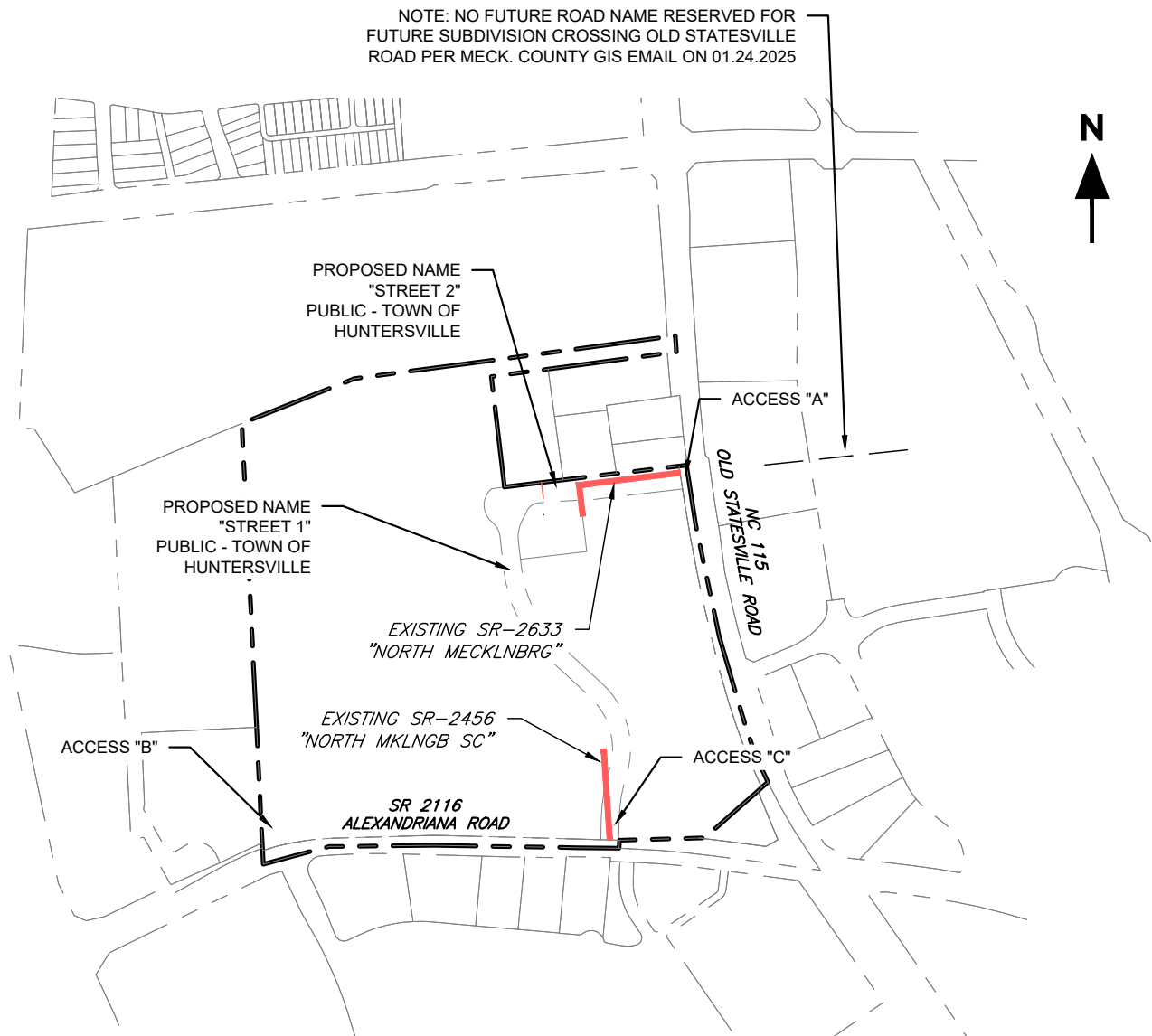
ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



SITE ROADWAY SKETCH

SCALE = 1" = 500'

Note: NTS Clipped from
Roadway Design Cover Page



Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Kevin Josupait, Electric Systems Manager

Subject: Delivery #4 Substation Construction Contract

EXPLAIN REQUEST:

The opportunity for the delivery of Substation #4 erection was shared by the Town's consulting engineer for this project (Southeastern Consulting Engineers, Inc) to ten firms, with the final cost anticipated in the informal bid range (below \$500,000). The lowest proposal was submitted by Trull Power Company, LLC in the amount of \$472,893.56, which includes a \$50,000 change order allowance. They just completed similar work in Cornelius and in the engineer's opinion have a good understanding of this project.

Recommended action is to accept Trull's proposal and award contract to complete this critical project for our electric system.

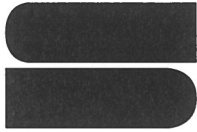
ACTION RECOMMENDED:

Approve contract.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Huntersville D4 Sub Erection
2. Trull Bid
3. Hunt Del 4 Erection Bid Tab
4. Trull Power Construction Services Contract_2025-09-08_2



Southeastern Consulting Engineers, Inc.

September 30, 2025

Mr. Bobby Williams
Assistant Town Manager
Town of Huntersville
P.O. Box 664
Huntersville, North Carolina 28070

Ref.: Erection of Delivery 4 Substation

Dear Mr. Williams,

In anticipation of the need for a qualified contractor to erect the Delivery 4 Substation on Sam Furr Road, we have shared specifications and drawings with ten companies that have crews specializing in this type of work and requested they provide a quote to complete the construction. The work was anticipated to cost less than the \$500,000 threshold requiring a formal bid. Of the ten companies solicited, six provided no response, two responded that they did not have crews available due to current workload, and two responded with complete proposals. A tabulation of the two bids received is attached.

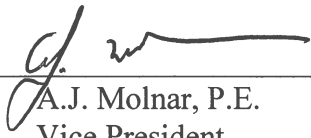
The lowest proposal was submitted by Trull Power Company, LLC, in the amount of \$472,893.56 which includes a \$50,000 change order allowance.

Trull appears to have a good understanding of this project and just completed similar work for the Town of Cornelius.

We would therefor recommend that the Town accept Trull's proposal in the amount of \$472,893.56, and authorize us to prepare the necessary contract documents.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By 
A.J. Molnar, P.E.
Vice President

AJM/lc

Attachment

BID TABULATION
Erection of Delivery No. 4 Substation

Town of Huntersville
Huntersville, North Carolina

<u>Bidder</u>	<u>Pike Mt. Airy, NC</u>	<u>Trull Power Monroe, NC</u>
I. Furnish and install Wire and Cable (LS)	\$ <u>249,677.18</u>	\$ <u>30,723.40</u>
II. Erection of Structure Switches, Bus, and Packager provided Equipment (LS)	<u>45,230.04</u>	<u>100,000.00</u>
III. Install Circuit Switcher (1)	<u>22,615.02</u>	<u>150,000.00</u>
IV. Install Transformer (1)	<u>38,918.31</u>	<u>50,000.00</u>
V. Install 15.5 KV Circuit Breakers (4)	<u>49,753.04</u>	<u>30,723.40</u>
VI. Install 7.6 KV Voltage Regulators (12)	<u>65,131.25</u>	<u>30,723.36</u>
VII. Install Equipment House and Relay Panel (1)	<u>47,310.62</u>	<u>30,723.40</u>
Change Order Allowance	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
Total, Construction	\$ <u>568,635.46</u>	\$ <u>472,893.56</u>

CONTRACTOR'S BID

TO: TOWN OF HUNTERSVILLE
c/o ELECTRICITIES OF NORTH CAROLINA
11316 SAM FURR ROAD
HUNTERSVILLE, NORTH CAROLINA 28078

LABOR AND MATERIAL PROPOSAL

Section 1. The undersigned (hereinafter called the "Bidder") hereby proposes to furnish all other materials and equipment, all machinery, tools, labor, transportation, and other means required to erect an Electrical Substation for the Town of Huntersville, North Carolina, in strict accordance with the Plans, Specifications, and Construction Drawings therefore, attached hereto and made a part hereof.

The quantity of work and the location of the work is to be in and around the Town of Huntersville, North Carolina, and as directed by their Engineer. The Bidder will furnish all materials, labor, and services necessary therefor under the Labor and Material Proposal for the unit prices stated in this proposal.

	<u>No of Units</u>	<u>Unit Price</u>	<u>Price Labor and Materials</u>
I. Furnish and install Wire and Cable	Lump Sum		\$ <u>30,723.40</u>
II. Erection of Structure Switches, Bus, and Packager Provided Equipment	Lump Sum		<u>100,000.00</u>
III. Install Circuit Switcher	1	\$ <u>150,000.00</u>	<u>150,000.00</u>
IV. Install Transformer	1	<u>50,000.00</u>	<u>50,000.00</u>
V. Install 15.5 KV Circuit Breakers	4	<u>7680.85</u>	<u>30,723.40</u>
VI. Install 7.6 KV Voltage Regulators	12	<u>2,560.28</u>	<u>30,723.36</u>
VI. Install Equipment House and Relay Panel	1	<u>30,723.40</u>	<u>30,723.40</u>
Change Order Allowance			\$ <u>50,000.00</u>
Total, Construction			\$ <u>472,893.56</u>

to the extent of the time lost due to the conditions described herein, the times for completion set out above will be extended.

Section 10. The price in the Contractor's Bid include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment to be incorporated in the Project as part of such Units. The Bidder agrees to pay all such taxes and to furnish to the Owner and all appropriate taxing authorities all required information and reports pertaining thereto.

Section 11. All temporary work which the Bidder performs for his convenience in constructing the project shall be installed and removed at his own expense.

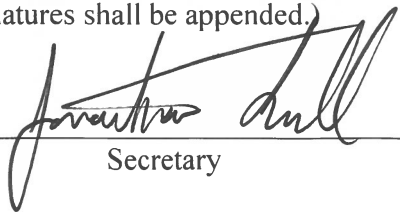
(Name of Bidder) Trull Power Company LLC

(By) Jonathan M. Trull

(Title of Officer) Managing Member

(Address of Bidder) 2501 Honeycutt Simpson Road, Monroe, NC 28110

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


Secretary



STATE OF NORTH CAROLINA
TOWN OF HUNTERSVILLE
COUNTY OF MECKLENBURG

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

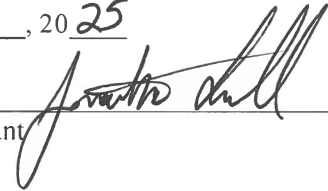
I, Jonathan Trull (hereinafter the "Affiant"), duly authorized by and on behalf of Trull Power Company LLC (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

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

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

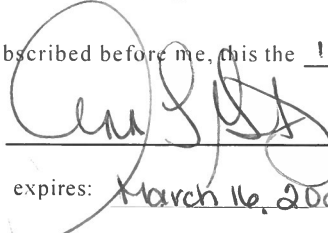
Further this affiant sayeth not.

This the 17th day of July, 2025

Affiant 

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Sworn to and subscribed before me, this the 17 day of July, 2025

Notary Public: 

[SEAL]

Ann L. Gogatz

My commission expires: March 16, 2026

ANN L. GOGATZ
NOTARY PUBLIC
Union County
North Carolina
My Commission Expires Mar. 16, 2026

Name of Counterparty:

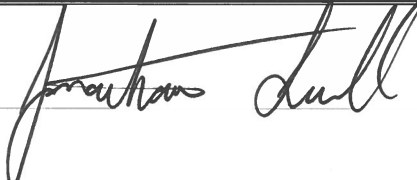
Trull Power Company LLC

IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION

As of the date listed below, the entity listed above is not on list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147-86.81(a)(1).

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature



Jonathan Trull

Printed Name

Date

7-17-2025

Managing Member

Title

Expiration Date

2025

License No.

69670

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Trull Power Company LLC

Monroe, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: PU(Electrical-Ahead of P.O.D.)

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.



E. Prill

Chairman

Ryan P. Ledy

Secretary-Treasurer

BID TABULATION
Erection of Delivery No. 4 Substation

Town of Huntersville
Huntersville, North Carolina

Date: July 24, 2025
Time: 2:00 PM, EDT

<u>Bidder</u>	<u>Pike Mt. Airy, NC</u>	<u>Trull Power Monroe, NC</u>	<u>Service Electric Chattanooga, TN</u>	<u>Lee Electrical Aberdeen, NC</u>
I. Furnish and install Wire and Cable (LS)	\$ <u>249,677.18</u>	\$ <u>30,723.40</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>
II. Erection of Structure Switches, Bus, and Packager provided Equipment (LS)	<u>45,230.04</u>	<u>100,000.00</u>	<u>No Bid</u>	<u>No Bid</u>
III. Install Circuit Switcher (1)	<u>22,615.02</u>	<u>150,000.00</u>	<u>No Bid</u>	<u>No Bid</u>
IV. Install Transformer (1)	<u>38,918.31</u>	<u>50,000.00</u>	<u>No Bid</u>	<u>No Bid</u>
V. Install 15.5 KV Circuit Breakers (4)	<u>49,753.04</u>	<u>30,723.40</u>	<u>No Bid</u>	<u>No Bid</u>
VI. Install 7.6 KV Voltage Regulators (12)	<u>65,131.25</u>	<u>30,723.36</u>	<u>No Bid</u>	<u>No Bid</u>
VII. Install Equipment House and Relay Panel (1)	<u>47,310.62</u>	<u>30,723.40</u>	<u>No Bid</u>	<u>No Bid</u>
Change Order Allowance	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
Total, Construction	\$ <u>568,635.46</u>	\$ <u>472,893.56</u>	\$ <u>No Bid</u>	\$ <u>No Bid</u>
Bid Bond	<u>✓</u>	<u>✓</u>	<u></u>	<u></u>



Electric
11316 Sam Furr Road
Huntersville, NC 28078
(704) 659-7375

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: Trull Power, LLC
2501 Honeycutt Simpson
Monroe, NC 28110
Contact Name: Jonathan Trull
Contact Email:
trullpower@yahoo.com

PROJECT: Electric Substation
SITE Huntersville
LOCATION(S):

This Contract for Construction and Repair, and all exhibits, (collectively this “Contract”) is entered into this 8th day of September 2025, by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the “Town”) and Trull Power, LLC located at 2501 Honeycutt Simpson Road, Monroe, NC 28110. (the “Contractor”).

WITNESSETH:

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

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

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

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

the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by specifications.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this 8th day of September 2025.

Contractor

Name:

Trull Power Company LLC

Name of Contractor (type or print)

By:

(Signature)

Title:

Managing Member

Attest:

(Secretary, if a corporation)

Town of Huntersville

Town Manager

Attest:

Town Clerk

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

Finance Director



EXHIBIT A
STANDARD TERMS & CONDITIONS

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

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

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

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

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

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

but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.

9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. **Uniform Guidance Policies.** The Contractor agrees to be bound by all Town Uniform Guidance Policies, which are included herein by reference.
12. **2 C.F.R. Part 200, Appendix II.** The Contractor agrees to be bound by all of the provisions under 2 C.F.R. Part 200, Appendix II, which are included herein by reference.
13. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.
14. **Build America, Buy America Act.** When federal funds subject to the requirements of the Build America, Buy American Act (“BABA”) are used in an infrastructure project as defined by BABA, for which the total cost of the project exceeds the federal simplified acquisition threshold, the Buy America Preference (“BAP”) as set forth in 2 C.F.R. Part § 184 shall apply to all project materials that are subject to the provisions of BABA, unless otherwise excepted.

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

EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

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

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

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

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

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

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

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

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

c. **Automobile Liability.**

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

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

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

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

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

f. **Pollution Liability.**

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

g. **Umbrella Coverage.**

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

h. **Other Insurance.**

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

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

company waives all rights of recovery by way of subrogation against the Town and other insureds.

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

EXHIBIT C – PLANS AND SPECIFICATIONS

(insert plans and specs)

EXHIBIT D – FEE SCHEDULE

	<u>No of Units</u>	<u>Unit Price</u>	<u>Price Labor and Materials</u>
I. Furnish and install Wire and Cable	Lump Sum		\$ <u>30,723.40</u>
II. Erection of Structure Switches, Bus, and Packager Provided Equipment	Lump Sum		<u>100,000.00</u>
III. Install Circuit Switcher	1	\$ <u>150,000.00</u>	<u>150,000.00</u>
IV. Install Transformer	1	<u>50,000.00</u>	<u>50,000.00</u>
V. Install 15.5 KV Circuit Breakers	4	<u>7680.85</u>	<u>30,723.40</u>
VI. Install 7.6 KV Voltage Regulators	12	<u>2,560.28</u>	<u>30,723.36</u>
VI. Install Equipment House and Relay Panel	1	<u>30,723.40</u>	<u>30,723.40</u>
Change Order Allowance			\$ <u>50,000.00</u>
		Total, Construction	\$ <u>472,893.56</u>

Total contract not to exceed \$472,893.56 (excluding sales tax, if applicable)

<u>Trull Power Company LLC</u>	<u>9-16-25</u>
Company Name	Date

<u>Jonathan M. Trull</u>	<u>Managing Member</u>
Print Name	Title


Signature



Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: David Peete, Principal Planner - Long Range

Subject: Public Hearing: Pottstown Community Preservation Plan

EXPLAIN REQUEST:

Conduct public hearing for the Pottstown Community Preservation Plan. Working with the residents of the Pottstown Community, Town Staff, and the planning consultant firm Neighboring Concepts, engaged the residents from January to July 2025, to explore their concerns and preferences for how the Pottstown Community could develop over the next 10 years. This draft plan reflects those concerns and offers goals and strategies to achieve their preferred path forward.

ACTION RECOMMENDED:

Conduct Public Hearing

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. 2025-1001 Pottstown Community Preservation Plan Final Draft for Public Hearing

POTTSTOWN COMMUNITY PRESERVATION PLAN



OCTOBER 7, 2025

DRAFT: FOR PUBLIC HEARING

FOREWORD



LETTER OF PURPOSE

Dear Neighbors, Partners, and Friends of Pottstown,

This plan is created with one purpose in mind: to ensure that Pottstown remains a vibrant, inclusive, and thriving community for current and future generations. Pottstown’s strength lies not only in its historic buildings or landmarks, but in the people, traditions, and relationships that make it home.

Over the past months, we have engaged with residents, local organizations, and agency leaders to understand what makes Pottstown unique and what challenges it faces as growth and change continue. This plan reflects those conversations, highlighting strategies to preserve housing stability, support governance that reflects community voices, and guide community investments in ways that strengthen our neighbors.

The Pottstown coalition will serve as the cornerstone for putting this plan into action. By reviewing and prioritizing the tools outlined here, engaging the wider community, and working collaboratively with Town leadership, the coalition will help ensure that preservation is an ongoing, living practice.

This document is a guide. It invites residents, Town leaders, and partners to work together to protect the things that make Pottstown home—its people, its culture, and its legacy. Together, we can shape a future that honors the past while embracing the promise of growth and opportunity.

With gratitude and purpose,
Daniel McNamee, Partner, AIA
Neighboring Concepts

TEAM AND STAKEHOLDERS

ACKNOWLEDGMENTS

Neighboring Concepts and the Town of Huntersville are grateful for the time and energy of the many people who came together to guide the creation of the Pottstown Community Preservation Plan. **While the names of more than 48 Pottstown residents who shared their voices through community meetings, one-on-one conversations, door-to-door outreach, and pop-up events are not listed here, the vision and recommendations in this plan are driven by their passion, perseverance, and ideas.**



Image captured at the Pottstown Community Workshop on April 02, 2025.

Pottstown Community Stakeholders

- Residents of the Pottstown Community
- Pottstown Heritage Group
- Mababu Live
- Torrence Lytle Alumni Association
- St. Phillips Missionary Baptist Church
- Huntersville A.M.E. Zion
- United House of Prayer

Town of Huntersville

1. DEPARTMENTS

- Town Board of Commissioners
- Town Manager’s Office
- Planning Department
- Communications Department
- Police Department
- Engineering Department
- Public Works Department
- Parks & Recreation Department

2. TEAM MEMBERS

- David Peete, AICP
Principal Planner - Long Range
- Bobby Williams
Assistant Town Manager
- Lauren Speight, MPA, CZO
Senior Planner
- Brian Richards
Planning Director
- Heather Maloney, MURP, MPH
Principal Transportation Planner
- Pamela Escobar
Lead Communications Specialist

Neighboring Concepts

- Daniel McNamee, AIA
Partner
- Eric Orozco, AICP
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- Rickey Hall
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- Tiffany Capers | Grier Heights Community
CrossRoads Corporation | Renaissance West Community Initiative

Town Partners

- Mecklenburg County
- Historic Landmarks Commission
- Charlotte Area Transit System (CATS)
- David B. Waymer Senior & Recreation Center

EXECUTIVE SUMMARY

INTRODUCTION

Located in Huntersville southeast of the Town Center and just east of the railroad tracks that parallel N.C. 115, Pottstown today is a close-knit neighborhood where history lives in the memories, traditions, and relationships of its residents. One of Huntersville’s earliest historically African American neighborhoods, Pottstown has deep generational roots, historic buildings dating as far back as the 19th Century, and a legacy of more than a century being shaped by creative resilience, cultural pride, communal solidarity and an enduring commitment to human dignity and justice.

PROJECT DESCRIPTION

The Pottstown Community Preservation Plan provides a roadmap to safeguard the neighborhood’s cultural heritage while addressing the pressures of growth and change. The Pottstown Preservation Plan is built around three components—Goals, Toolkits, and Tools—that translate community values into practical strategies. These strategies are organized into four key toolkits—Process & Representation, Regulatory Tools, Housing Stability, and Public & Nonprofit Investment—the plan offers practical steps that empower residents, guide Town policies, and align outside partners. The plan balances urgency with institutional sustainability—pairing immediate opportunities for action with a long-term vision for generational preservation. At its core, it positions Pottstown’s residents as leaders, ensuring that the neighborhood’s future is defined by community voice, cultural resilience, and equitable development.

THE PLANNING PROCESS

Over the course of five thoughtful phases spanning nine months, Neighboring Concepts worked hand-in-hand with the people of Pottstown to create this Preservation Plan. Through deep engagement and collaboration, the plan reflects the community’s vision for honoring and enhancing Pottstown’s historic fabric, grounded in cultural stewardship, community-influenced development, and alignment with policies that support long-term preservation. Across different backgrounds and age groups, community members shared a deep pride in Pottstown’s identity and a strong desire to protect it.

THE ELEMENTS OF THE PRESERVATION PLAN

Together, the Goals, Toolkits, and Tools define the structure of the Preservation Plan—establishing clear priorities, outlining strategic approaches, and offering actionable methods for implementation. Each element plays a distinct role in translating community values into meaningful, lasting change.

The Goals of Preservation

The following goals set the vision and agenda for Pottstown’s Preservation Plan:

- Strengthen Community Assets**
Preserve and reinvest in historic anchors like Torrence-Lytle High School, Torrence-Lytle Community Center (formerly Dellwood Center), and neighborhood parks so that these buildings and spaces remain active places for community life and symbols of pride.
- Preserve Neighborhood Character**
Maintain Pottstown’s modest homes, tree cover, and open space while guiding new construction to respect scale, history, and context.
- Celebrate African American Heritage**
Honor Pottstown’s role as a resilient African American community by elevating its history, culture, and contributions as foundations for equity and justice.
- Advance Human Dignity and Justice**
Affirm the community’s call to be seen, heard, and respected, ensuring policies and practices uphold equity and recognize Pottstown’s lived history.
- Foster Community and Belonging**
Strengthen the bonds of fellowship through traditions, gatherings, and shared identity that nurture trust, joy, and a sense of home.

EXECUTIVE SUMMARY (CONT.)

THE ELEMENTS OF THE PRESERVATION PLAN CONT.

The Toolkits and Tools

The Toolkits are broad strategies to achieve those goals as listed above. The Tools in each Toolkit are specific, context-sensitive actions the Town and community can take together. Each Tool outlines responsibilities, potential partners, resources, and realistic time commitments, ensuring that ideas are both actionable and grounded in local capacity.

The Plan identifies four Toolkits:

- **Toolkit A:** Process & Representation strengthens community voice in decision-making. By creating structured opportunities for dialogue, forming a representative and unified leadership group, and resourcing organizing efforts, these strategies ensure that Pottstown residents have both influence and visibility. With modest resources, these tools can be implemented quickly.
- **Toolkit B:** Regulatory Tools provides a framework to guide growth and protect neighborhood character. Strategies include demolition review, zoning incentives, and sustainability standards. These tools require greater Town involvement, public processes, and advocacy but ensure long-term consistency and equity in development.
- **Toolkit C:** Housing Stability focuses on keeping families in their homes through repair, weatherization, counseling, and ownership models like land trusts. These tools require partnerships and resources, but they build lasting affordability and community resilience.
- **Toolkit D:** Public & Non-Profit Investment leverages public dollars and nonprofit partnerships to enhance infrastructure, facilities, and catalytic projects. This includes improvements at the Torrence-Lytle Community Center, Seam Trail connections, and broader infrastructure upgrades.

Together, these toolkits link community, history, housing and investment to one another, empowering Pottstown to preserve its identity.

IMPLEMENTATION

The Pottstown Preservation Plan outlines a ten-year roadmap to preserve the neighborhood’s historic and cultural identity while advancing affordable housing and community stability. It emphasizes early achievable actions, followed by deeper investments and lasting systems to protect Pottstown’s future.

Years 1–2: Quick Wins (by 2027)

The first two years focus on building momentum. A coalition of Community-Based Organizations (CBOs) will spearhead preservation initiatives and strategic planning, collect oral histories, implement research projects, and engage with developers to strengthen dialogue. The Town of Huntersville may adopt preservation-based zoning regulations and incentives and explore enhanced review measures with Charlotte-Mecklenburg Historic Landmarks Commision. Grassroots home repair efforts will expand through new and existing partnerships. Traffic calming measures will near completion, and the coalition will convene to discuss community identity signs/markers. Feasibility work for a Community Land Trust (CLT) may begin, alongside initiatives to document cemeteries, landmark schools, and historic homes. Workshops will also shape outdoor enhancements at the Torrence-Lytle Community Center (also known as the Dellwood Center).

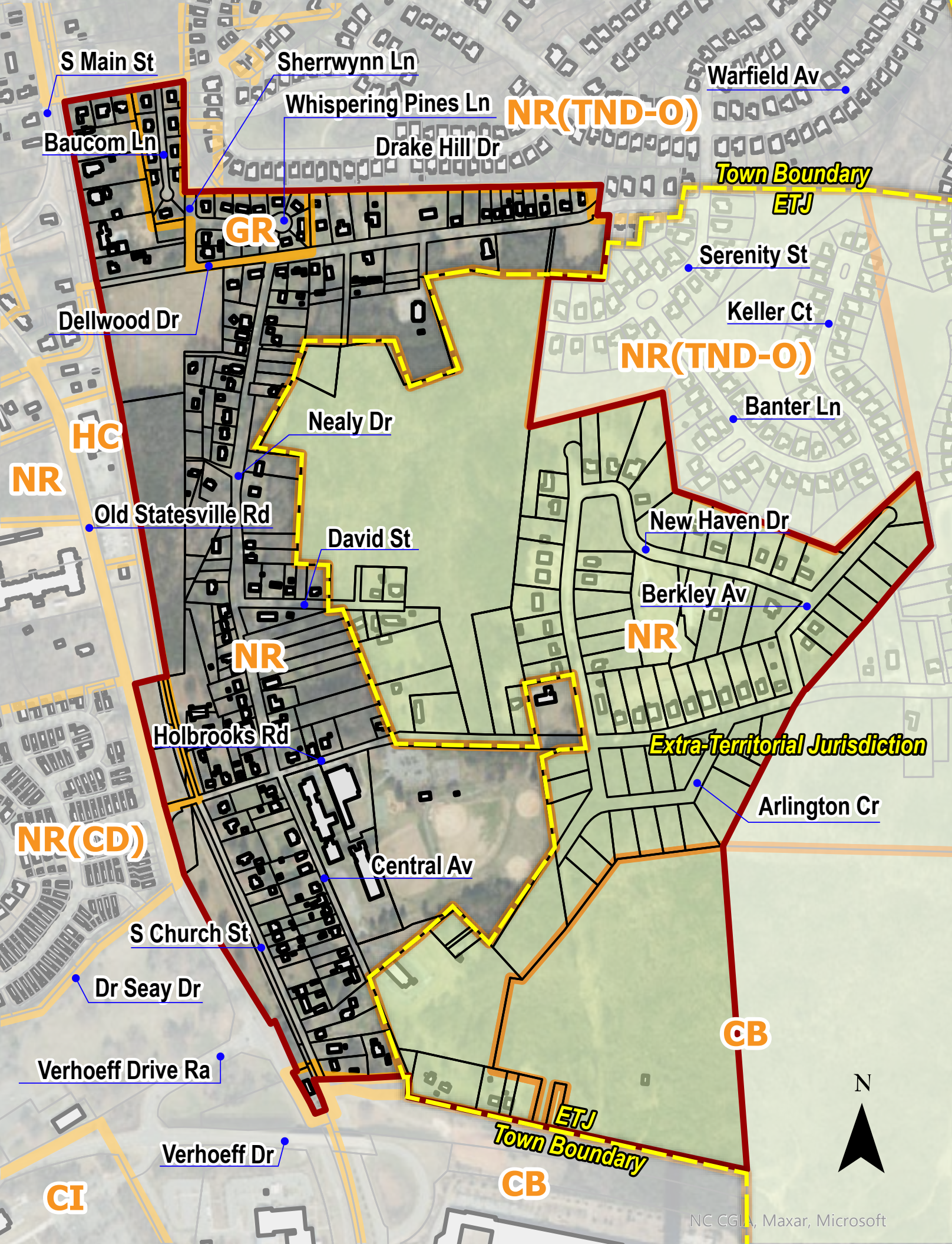
Years 3–5: Securing Momentum (by 2030)

This stage formalizes new tools and partnerships. Housing initiatives and financial coaching programs would launch, while residents, CBOs and churches gain training and support to use state and philanthropic resources for preservation. The first housing efforts would get started, providing affordable ownership opportunities for residents. Torrence-Lytle Community Center and other historic sites would undergo improvements and secure cultural programming, with new community identity and signage added, including an interpretive layer celebrating Pottstown along the Seam Trail.

Years 6–10: Lasting Systems (by 2035)

The final phase secures institutional capacity, such as a fully operational CLT or Community Development Corporation. Major Pottstown anchors, including historic schools and cemeteries, will be rehabilitated and protected. An annual “Preservation Awards and Update” meeting will sustain accountability and community voice.

Through this staged approach, Pottstown can preserve its history, strengthen housing stability, and build a resilient foundation for future generations.



POTTSTOWN STUDY AREA AND ZONING DISTRICTS

The majority of Pottstown falls within the Neighborhood Residential Zoning District (both in Town and outside of Town Limits). The study area includes both parcels that are located within Town limits and parcels in the Extra-Territorial Jurisdiction. It is important to note that elements of the preservation plan, such as municipal investments, could primarily only apply to properties within the Town’s annexed areas. For properties outside the annexed area, these recommendations are advisory and may require coordination with county or regional authorities for implementation. The Town administers the Zoning Ordinance for both annexed properties and the ETJ.

Pottstown Study Area

Pottstown Parcels

Building Footprints

Zoning District Boundaries

Extra-Territorial Jurisdiction

ZONING DISTRICTS

NR

Neighborhood Residential

NR(CD)

Neighborhood Residential Conditional

NR(TND-O)

NR with Traditional Neighborhood Development Overlay

GR

General Residential

CB

Corporate Business

CI

Campus Institutional

HC

Highway Commercial



Image via wfae.org

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Appendix A

1.0 COMMUNITY FOUNDATIONS



Otha and Daisy Potts' home.
Original landowner and namesake of Pottstown.

Image via *Historic Pottstown Families in Stories and Photos* by
Bee Jay Caldwell.

1.1 | WHERE WE BEGAN:

HISTORY AND EVOLUTION OF POTTSTOWN

Pottstown is one of Huntersville, North Carolina’s earliest historically African American neighborhoods, located southeast of the Town Center and just east of the railroad tracks along N.C. 115. Though modest in size, Pottstown has deep generational roots and a legacy shaped by resilience, cultural pride, and a strong sense of community.

The Town of Huntersville was incorporated in 1873. A few decades later, in the late 1800s, a nearby area began to take shape as a cluster of small farms and worker dwellings. Much of this land was cultivated and eventually owned by descendants of formerly enslaved people, free Black residents, and former sharecroppers (Source: Mecklenburg County, North Carolina: An African American Cultural Resources Survey, Gray & Stathakis, 2002. North Carolina Historic Preservation Office.)

One of the early landowners was Otha Potts, a brick mason and farmer known for selling parcels of his land to other African American families. Over time, homes were built around the Potts farm, and by 1909, the growing settlement became known as Pottstown (Gray & Stathakis, 2002). Despite systemic racism, segregation, and violence—particularly during the Jim Crow era—African Americans in Huntersville and Pottstown built strong, self-sustaining communities. Residents established

churches, schools, and businesses, and the neighborhood eventually grew to include approximately 150 homes, many still occupied by descendants of the original landowners.

In 1987, parts of Pottstown were annexed into the Town of Huntersville. While census data is available for the town as a whole, there is no demographic data specific to Pottstown due to the way census tracts are drawn—often combining Pottstown with surrounding communities that are nearly 100% white. As a result, public data does not accurately reflect the neighborhood’s racial makeup, which has historically been predominantly African American.

By 1990, the town’s population was just over 3,000 according the United States Census. At the time of annexation, according to longtime Pottstown resident Varona Wynn, local authorities promised infrastructure improvements, including paved roads and municipal water access. However, many in the community felt these promises were not fully honored, fueling long-standing concerns about neglect and inequity in public investment. Yet, this period also underscored the community’s strength, unity, and determination to move forward with grace and hope.



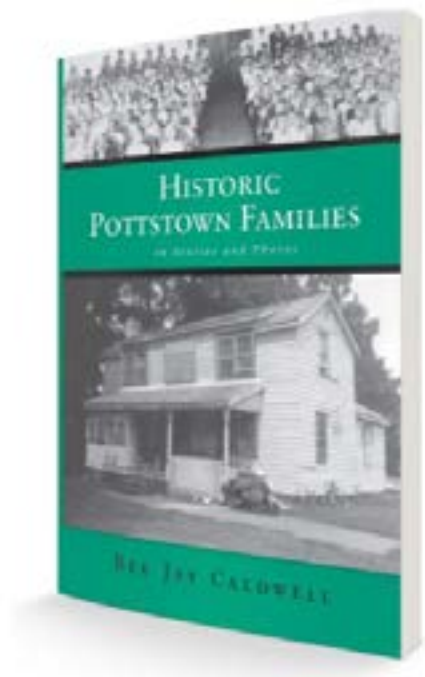
1.1 | WHERE WE BEGAN (CONT.):

HISTORY AND EVOLUTION OF POTTSTOWN

Pottstown has long served as a vital space for education, care, family, and faith within a broader context of exclusion. Pottstown resident Bee Jay Caldwell, and member of the Torrence-Lytle Alumni association, recalled in her memoir, “Historic Pottstown Families in Stories and Photos”:

“A Pottstown family’s major religious activity was to attend church services on Sunday, prayer meeting on Wednesday nights, and revival services in the Spring and Fall. Though treated as second class citizens, most believed that because we did not live in a perfect world, a time was needed to give back to God, the Creator of the Universe for all He had allowed us to accomplish.”

Faith institutions have anchored the neighborhood’s cultural identity for generations. Pottstown is home to several historically Black churches, including the United House of Prayer for All People, Huntersville A.M.E. Zion Church, and St. Phillips Missionary Baptist Church. Many residents also maintain spiritual ties with New Friendship Presbyterian Church, which served Black families throughout the greater Huntersville area. (Source: Mecklenburg County, North Carolina: An African American Cultural Resources Survey, Gray & Stathakis, 2002. North Carolina Historic Preservation Office.)



Bee Jay Caldwell’s book, *Historic Pottstown Families in Stories and Photos*, was published in 2016.

“THOUGH POTTSTOWN HAS CHANGED, IT IS STILL LOVED AND A GREAT PLACE TO CALL HOME.”
- Bee Jay Caldwell
via carolinacountry.com



St. Phillips Missionary Baptist Church



United of House Prayer for All People



Huntersville A.M.E. Zion Church

1.1 | WHERE WE BEGAN (CONT.):

HISTORY AND EVOLUTION OF POTTSTOWN

Education has always been a cornerstone of the community. In the 1920s, residents secured Rosenwald funding to build a school now known as Huntersville Rosenwald School #2—also popularly called the “Dellwood Center” or the “Little School.” It is one of only six surviving Rosenwald schools in Mecklenburg County. These schools symbolized a commitment to educate African-American children during the Jim Crow era. The Torrence-Lytle Community Center received historic designation in 2021, with signage unveiled in 2025. Today, it serves as a community center owned by the Town of Huntersville.

In 1937, the opening of Huntersville Colored High School marked a major milestone for the Pottstown community. Located at the corner of Holbrooks Road and Central Avenue, it served grades 1 through 11 and was North Mecklenburg’s first and only public high school for African American students. In 1953, the school was renamed Torrence-Lytle High School in honor of Isaiah Dale “Ike” Torrence and Franklin Lytle, two community leaders instrumental in its establishment. Its founding principal, Isaac T. Graham, led the school until its closure in 1966 (Source: Mecklenburg County, North Carolina: An African American Cultural Resources Survey, Gray & Stathakis, 2002. North Carolina Historic Preservation Office).

Following desegregation, the school sat vacant for decades and fell into disrepair. The former gymnasium, now maintained by Mecklenburg County Park and Recreation Department, was remodeled and reopened as the David B. Waymer Center after a \$1.3 million investment in 2021. The original 1937 school building is now owned by the Mecklenburg County Historic Landmarks Commission (HLC), which has invested in structural stabilization and roof repairs. The Torrence-Lytle Alumni Association remains active, continuing to honor the High School’s legacy and advocate for its preservation and reuse.

Pottstown’s foundation, built on faith, education, and collective care, has fostered a resilient and connected community. However, in recent years, the neighborhood has faced increasing development pressure due to Huntersville’s rapid growth.



David B. Waymer Center



Torrence-Lytle School (1937)



Torrence-Lytle School (2024)

1.1 | WHERE WE BEGAN (CONT.):

HISTORY AND EVOLUTION OF POTTSTOWN

In 2022, residents—joined by Corine Mack, President of the Charlotte-Mecklenburg NAACP—mobilized to oppose the proposed Valea Village development, which would have added 31.4 acres of new construction in the heart of Pottstown. Community members rallied at the Charlotte-Mecklenburg Government Center with signs reading, “Save Historic Pottstown from Gentrification.” Their advocacy succeeded: Mecklenburg County ultimately purchased the property using park funds, halting the project and protecting it from future speculative development. The County has its own process to involve the Pottstown community in future planning for the land (Source: “Residents of Historically Black Pottstown Neighborhood Are Pushing Back Against Gentrification,” Amanda Harry, QCity Metro, April 6, 2022).

Despite this victory, development continues to expand around Pottstown. Large-scale, high-density developments in Huntersville are rapidly expanding, with major subdivisions being built directly adjacent to Pottstown. The average home prices of these developments near Pottstown exceeds \$500,000—as high-end development and land values rise, long-time homeowners risk property tax increases beyond their means (Source: Charlotte/Mecklenburg Quality of Life Explorer). For residents with fixed or modest incomes, rising costs—including maintenance, utilities, and insurance—can lead to displacement.

Though less documented in Pottstown, this pattern is common in gentrifying areas—particularly affecting long-term residents who purchased homes under different market or income conditions. As long-underinvested neighborhoods begin to experience nearby growth, inconsistent zoning and mismatched infrastructure (such as roads, lighting, and sidewalks) can make it more difficult for existing residents to remain. Often, residents are not asking for change to stop, but rather to be included in planning and improvements. Pottstown is briefly mentioned in the East Huntersville Development Plan (2007), the Huntersville Downtown Master Plan (2023), and the Huntersville 2040 Community Plan (2024). However, residents often feel they have been left out of key decisions. This Plan aims to help bridge those gaps.

The proposed commuter rail corridor also carries weight, as areas along the route—from center city Charlotte to Mount Mourne in Iredell County—have drawn growing interest from investors and developers. Notably, Pottstown lies directly beside the proposed tracks. Residents have voiced serious concerns over pressure to sell, environmental impact, and personal health related to the rail proposal. Amid these growing pressures, residents feel threatened by displacement, making intentional preservation and investment increasingly urgent.

Pottstown is more than just a neighborhood; it stands as a living testament to perseverance, cultural heritage, and generational legacy of Black Americans. As the region continues to reshape, preserving Pottstown’s identity, land, and history is both a moral and cultural imperative.

The Preservation Plan offers only a brief overview of Pottstown’s history. Partnering with local resources like the Historic Landmarks Commission, or hiring a professional historian, if feasible, can help document a fuller account. Sharing this history meaningfully within the community is encouraged. A variety of tools are shared in Section 3 of this document, which focuses on the tools for preservation, ensuring that Pottstown’s legacy is both honored and accessible.

*“SAVE HISTORIC
POTTSTOWN FROM
GENTRIFICATION”*

- Pottstown Residents

via qcitymetro.com



Image via qcnerve.com

1.2 | WHERE WE ARE NOW:

COMMUNITY VOICES

Today, Pottstown remains a close-knit neighborhood where history lives through the memories, traditions, and relationships of its residents. Many families have deep generational ties to the area, while newer residents are drawn by its strong sense of belonging, cultural richness, diversity, and affordability. Across backgrounds and age groups, community members share a deep pride in Pottstown’s identity and a strong commitment to preserving it.

During the preservation planning process, residents spoke candidly about both the joys and challenges of living in Pottstown today. They also expressed concerns about rising property values, speculative development, and the growing risk of displacement.



At the first community meeting, residents were asked two foundational questions to help shape the focus of the Preservation Plan:

- 1

What do you cherish about Pottstown?
- 2

What does preservation mean to you?

WHAT DO YOU CHERISH ABOUT POTTSTOWN?

In response, the residents emphasized the neighborhood’s close-knit community, historic character, and the importance of family ties that span generations. They spoke with pride about Pottstown’s deep-rooted history, strong sense of belonging, and enduring African American heritage. People, relationships, and shared experiences were described as the heartbeat of the neighborhood, with faith institutions, schools, parks, and multi-generational connections fostering resilience and hope for the future.

WHAT DOES PRESERVATION MEAN TO YOU?

When asked what preservation means for Pottstown, residents shared a vision that goes beyond buildings and physical spaces. They described preservation as honoring and sustaining the neighborhood’s cultural and historical identity, while ensuring that future growth is inclusive and respectful of its legacy. For many, preservation means maintaining affordability so families can remain in their homes, advocating for justice and respect, and safeguarding the essence of the community (see Appendix for more details regarding community engagement).

While residents acknowledged that growth is inevitable, they emphasized that it must not come at the cost of erasing their presence or history. Progress, they said, should uplift and empower the people who call Pottstown home.

Residents also made it clear that future development must include community benefits and meaningful input from those who live in Pottstown. Many expressed frustration at not being a part of decisions that directly affect their homes, heritage, and daily lives. The community is calling for a more inclusive, transparent, and thoughtful approach to growth. This approach honors Pottstown’s cultural legacy, invests in its people, and ensures that future changes strengthen rather than displace the neighborhood they have worked so hard to sustain.



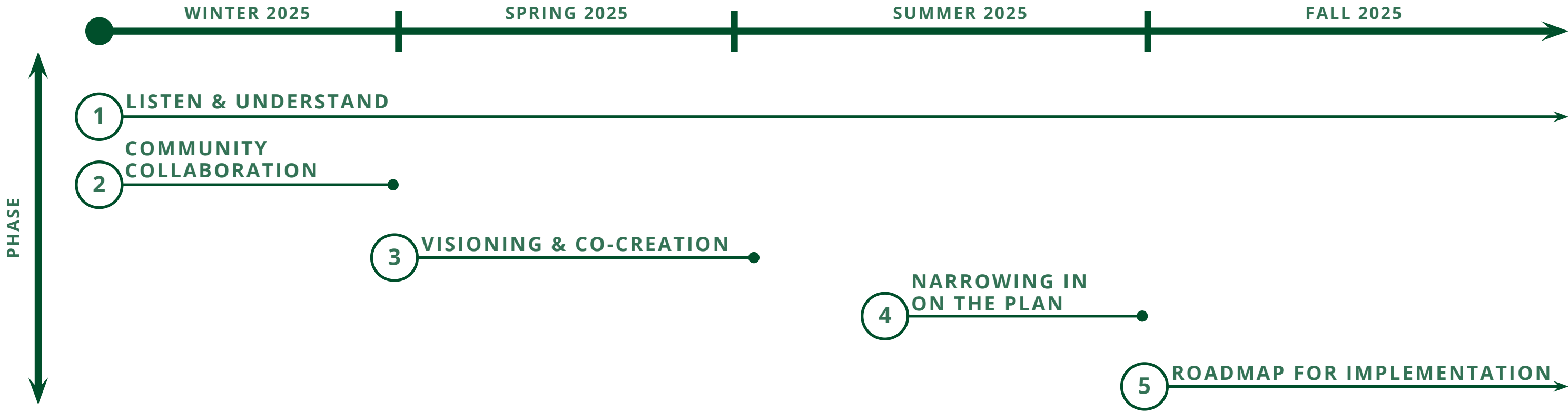
1.3 | METHODOLOGY AND PROCESS OVERVIEW

As a consultant to the Town of Huntersville, Neighboring Concepts proposed a thoughtful framework for project delivery that set the tone for how the Preservation Plan would be developed. While the final product is a Preservation Plan, the top priority was to establish a deep understanding of the Pottstown community, including its values, concerns, and aspirations, through a robust community engagement process. Recognizing that multiple perspectives enrich the design process, we prioritized connecting with a broad range of stakeholders and ultimately engaged 48 individuals over the course of the project.

Over five carefully structured phases spanning nine months, Neighboring Concepts partnered closely with Pottstown residents to co-create the plan. Through meaningful engagement and collaboration, the resulting Preservation Plan reflects the community’s vision for honoring and enhancing Pottstown’s historic character. It is grounded in principles of unified community-led development, cultural stewardship, and alignment with policies that support long-term preservation.



PROJECT TIMELINE



PHASE 1:LISTEN AND UNDERSTAND

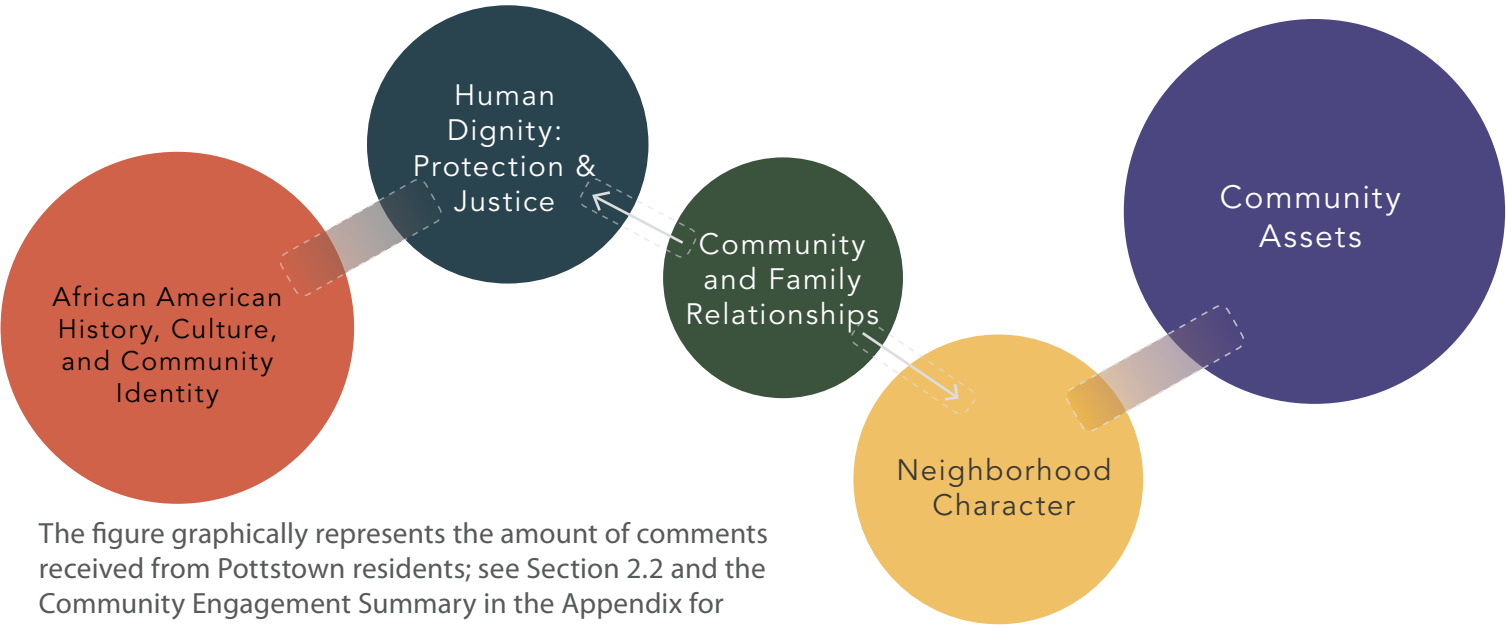
9 months | Winter 2024 - Fall 2025

The first phase of the Pottstown Community Preservation Plan centered on listening to the community and gaining a clear understanding of how the residents view their current conditions and vision for the future. This ongoing effort prioritized identifying residents’ goals, dreams, and priorities by building upon existing and previous plans for the area.

KEY ACTIVITIES INCLUDED:

- Reviewing existing and potential future land uses, environmental conditions, and transportation connections.
- Collaborating with key partner organizations to align efforts and share insights.
- Developing a community engagement strategy to ensure inclusive participation and that all voices were heard.

The primary goal of Phase One was to ensure that the Preservation Plan authentically reflects what the community values and envisions for Pottstown’s future.



PHASE 2: COMMUNITY COLLABORATION

3 months | Winter 2025 - Spring 2025

The second phase of the Pottstown Preservation Plan focused on fostering deep collaboration with the community. A multi-step, intensive planning workshop brought residents together to brainstorm ideas and develop strategies for equitable development and resource alignment.

KEY ACTIVITIES INCLUDED:

- Developing inclusive concepts that create opportunities for all members of the community.
- Engaging key stakeholders through targeted meetings to align priorities and gather input.
- Conducting one-on-one interviews to capture a wide range of perspectives and lived-experiences.

This phase ensured that residents played a meaningful role in shaping the strategies and priorities for Pottstown’s future, reinforcing the importance of community-led planning and shared decision-making.



Photo taken at Community Workshop held on April 02, 2025 at the David B. Waymer Center.

PHASE 3: VISIONING & CO-CREATION

6 months | Spring 2025 - Early Summer 2025

The third phase focused on visioning and co-creation, where draft concepts were studied and refined to advance the community’s vision for equitable development and investment in local assets.

KEY ACTIVITIES INCLUDED:

- Polling residents to gather feedback and preferences on proposed concepts.
- Analyzing applicable Codes and Ordinances, infrastructure and environmental reviews, and exploring potential funding sources for future projects.
- Assessing the capacity of local organizations and identifying opportunities for capacity building to support effective implementation.

This phase aimed to produce clear, actionable strategies that align with Pottstown’s long-term goals and reflect the community’s ability to lead and sustain meaningful change.



PHASE 4: NARROWING IN ON THE PLAN

2 months | Summer 2025

In the fourth phase, the focus shifted to refining and finalizing implementation strategies to advance the Pottstown Community Preservation Plan. This stage emphasized coordination, prioritization, and alignment with available resources to ensure the plan’s feasibility and long-term success.

KEY ACTIVITIES INCLUDED:

- Building consensus around high-priority strategies identified through earlier engagement.
- Collaborating with key agencies to ensure coordinated and aligned efforts.
- Refining the plan to match current and potential funding opportunities.
- Prioritizing the most promising concepts for advancement and implementation.

This phase ensured that the Preservation Plan was grounded in realism, strategic coordination, and shared ownership, reflecting both community aspirations and practical pathways for action.



PHASE 5: THE ROADMAP FOR IMPLEMENTATION

2 months | Late Summer 2025 - Fall 2025

The fifth and final phase focused on delivering a comprehensive, community-backed Preservation Plan supported by a multi-year implementation strategy. This phase emphasized sustainability, long-term stewardship, and actionable steps to bring the plan to life.

KEY DELIVERABLES AND ACTIONS INCLUDED:

- Presenting the Implementation Framework to local leaders and stakeholders for feedback and alignment.
- Providing tools and resources to empower residents in advancing the Plan’s goals and maintaining community ownership.
- Outlining a clear, community-driven roadmap for preserving and enhancing Pottstown’s future, including timelines, decision points, and strategies for securing funding.

This phase ensured that the Preservation Plan is not only visionary but also practical, designed to be implemented over time with shared responsibility and continued community engagement with the leadership of a unified community organizing group.



2.0 VISION, GOALS, AND STRATEGIC FRAMEWORK



2.1 | PRESERVATION VISION

STRATEGIES INTRODUCTION

The shared vision for Pottstown is forward-looking and, above all, honors the past while building a future rooted in equity, community identity, and mutual solidarity among neighbors.

PROTECT

Pottstown residents emphasized that they feel increasing pressure as outside influences interact with the physical and cultural elements that define their neighborhood. While thoughtful change is welcomed, displacement is not. Protecting the community’s core assets is essential to preserving its identity and future.

These assets include:

- Historic homes and landmarks
- Land and homes passed-down generation to generation
- Social infrastructure including schools, churches, and parks
- Affordability and accessibility for long-term residents.

HONOR

Uplifting the legacy: culturally, historically, and emotionally

- African American heritage and contributions to Huntersville and beyond
- Community biographies, oral history, and lived-experience
- Traditions and events that have fostered belonging in Pottstown
- Elders, families, and local leaders who have shaped the neighborhood and advocated for Pottstown

BUILD

A shared determination to organize together, and lay the foundation for a thriving future for Pottstown, not one that is left in the past or erased.

- Create avenues for intergenerational ownership and wealth
- A framework to designing spaces and housing in Pottstown WITH Pottstown Community
- Encourage policy change that puts equity and justice at the forefront
- Cultivate the idea of collective care amongst neighbors, mutual support and accountability will go a long way

2.2 | PRESERVATION GOALS

Preservation Goals serve as the guiding light of this document. They anchor the approach to the preservation plan and help ensure that, as the action plan is implemented, the needs of the community remain at the center. These goals were developed collaboratively with the community during a nine-month engagement process.

The Neighboring Concepts team identified recurring themes from early meetings by asking the community: *What does preservation in Pottstown mean to you? What makes Pottstown feel like home or an important place?* After synthesizing the responses, five key themes emerged (additional details are included in the appendix) and helped define what matters most to the community and directly informed the goals of the Preservation Plan:



01 STRENGTHEN COMMUNITY ASSETS



02 PRESERVE NEIGHBORHOOD CHARACTER



03 CELEBRATE AFRICAN AMERICAN HERITAGE



04 ADVANCE HUMAN DIGNITY AND JUSTICE



05 FOSTER COMMUNITY AND BELONGING

2.2 | PRESERVATION GOALS

 01 STRENGTHEN
COMMUNITY
ASSETS

Buildings are living history; they tell the story of the past and stand as evidence of a community’s roots and contributions. In Pottstown, community members want to preserve and strengthen meaningful buildings that have shaped their lives and families. Structures such as Torrence-Lytle High School, Torrence -Lytle Community Center, and David B. Waymer Park are just a few examples. Maintaining, repurposing, and activating these spaces with community life is a key goal. Efforts from both internal and external stakeholders to invest in and care for these buildings serve as reminders that the people of Pottstown are seen, valued, and remembered.

 02 PRESERVE
NEIGHBORHOOD
CHARACTER

Pottstown is known for its modest homes and strong sense of community, with roots in a legacy of agriculture and farming—even if little open land remains today. Residents have voiced a strong desire to preserve this unique character, especially the charm and history of older homes built and owned by long-time residents. There is a shared hope that new construction will respect the scale and context of the existing neighborhood. While open space is limited, the community values what remains and seeks to avoid overdevelopment. Though residents welcome thoughtful change, preserving the neighborhood’s character remains a top priority.

 03 CELEBRATE
AFRICAN AMERICAN
HERITAGE

Pottstown is deeply rooted in African American history and culture. Like many resilient Black communities across the country, Pottstown has created a space for Black families to live, work, and thrive despite the challenges of segregation and systemic inequity. By celebrating this heritage, the community honors past struggles and triumphs, reinforcing the importance of continuing the work toward equity and justice. Acknowledging this legacy provides both inspiration and direction for future efforts.

 04 ADVANCE HUMAN
DIGNITY AND
JUSTICE

At the heart of community organizing in Pottstown is the pursuit of justice and human dignity. Residents who have historically been marginalized continue to express a strong desire for equity, acknowledgment, and honesty. There is a deep need to be seen, heard, and respected—to have their history recognized and their humanity affirmed. While systemic injustice cannot be solved overnight, the community remains deeply committed to ongoing efforts that advance dignity and justice for all.

 05 FOSTER
COMMUNITY AND
BELONGING

Pottstown thrives on its strong sense of connection and shared identity. While visions for the community’s future may differ, residents agree on the importance of fostering a spirit of belonging. Community events like Sunday meals, summer festivals, and Torrence Lytle School Galas are essential for maintaining this bond. These gatherings encourage laughter, fellowship, and shared experience. The tradition of knowing your neighbor, offering support, and building trust continues to be a defining feature of life in Pottstown.



This image shows a welcome sign for Pottstown, installed in front of Torrence-Lytle High School, a historic site owned by the Mecklenburg County Historic Landmarks Commission. Created in partnership with a local artist to honor the community’s heart and heritage, the sign was unveiled during a ceremony covered by Queen City Nerve on October 23, 2023.

Image via qcnerve.com

“WE ARE HISTORY. WE ARE POTTSTOWN AND WE HAVE A WEALTH OF HISTORY TO GIVE.”

-LaToya Rivers

via qcnerve.com 10/23/23

2.3 | PRESERVATION TOOLS: WHAT’S POSSIBLE

INTRODUCTION

Pottstown residents seek to preserve not only buildings, but also the culture, memory, and legacy of generations of African American life. Preservation here means honoring a way of life and preventing the displacement of families who fought to build and sustain this community. It represents an ongoing commitment to sustainable change centered on local needs. This document serves as a guide for residents, leaders, and all who care about Pottstown’s future.

ORGANIZATION OF THE PRESERVATION PLAN

This preservation plan is organized into three core components: Goals, Toolkits, and Tools. **Goals** guide the development of the focus areas, organized into Toolkits. **Toolkits** are strategic approaches to achieving the plan’s goals. Each Toolkit includes a set of **Tools**: recommended, context-sensitive strategies that the community, Town, and all other allied-agencies can use to align efforts and drive progress. The Tools are *optional*. Some may not prove feasible, but the Town and Pottstown Community can collaborate to explore, test and decide upon which of the tools to advance into use.

Each tool includes:

- A clear description of the strategy
- Community efforts required
- Town and other agencies’ responsibilities
- Potential partnerships
- Guidance on how to get started

Community efforts refer to what can be initiated, organized, or advocated-for locally. **Town efforts** include actions the municipality can fund, implement, or support. Some strategies may be led independently, while others require collaboration between the community, Town, and other allied-agencies. Tools also include estimated time commitments and potential upfront or ongoing costs to help inform decision-making.

This preservation plan will be an ongoing process, one that will evolve based on time, collaboration, and shared commitment. It was created specifically for Pottstown, grounded in community voices and guided by values of care, equity, and empowerment.

HOW TO NAVIGATE THE TOOLS

The descriptor below illustrates how to navigate the Tools in the Plan.

Each tool includes a relative gauge of time and costs to implement:

TIME	🕒 🕒 🕒	Tool exists or could be put into action within 2 years.
TIME	🕒 🕒 🕒	Tool could be in place within 5 years.
TIME	🕒 🕒 🕒	Tool will need a period of steady buildup to sustain itself (typically 5-10 years).
COST	\$ \$ \$	Tools may require short-term volunteer labor to get started, but represent modest costs.
COST	\$ \$ \$	Tools may need short-term funding sources, primarily from local sources that are known.
COST	\$ \$ \$	Tools may demand ongoing levels of org./staff capacity, labor, fundraising and/or capital.

Number and title of the tool within the toolkit

C8 | NONPROFIT HOUSING & COMMUNITY DEVELOPMENT CORPORATIONS (CDC’S)

TIME 🕒 🕒 🕒 **COST** \$ \$ \$

Description: Create a Community Development Corporation (CDC) or partner with nonprofits that build and manage affordable housing, rehab properties, and support residents with housing. Empowering them expands capacity for community-driven development. An option is to work with organizations like Habitat for Humanity and Lake Norman CDC to resource opportunities in Pottstown. *Provides trusted, mission-driven partners for long-term community investment.*

Community Efforts: Explore the potential to create a CDC by expanding the capacity of one of Pottstown’s CBOs to take on development work. Alternatively, partner with nonprofits as volunteers and advocates, provide local knowledge to shape housing priorities, and support fundraising and advocacy campaigns for housing development projects.

Town Efforts: The Town will explore incentives and approaches to support single-family housing development. It can also streamline approvals for nonprofit housing projects and integrate nonprofits into housing strategies, particularly when participating in development projects incorporating a Public-Private Partnership.

Taking the First Step to Enact a Pottstown-based Affordable Housing Initiative:

1. Community expands the capacity of a local group to create a CDC based on existing opportunities for infill housing development or home restoration in Pottstown.
2. Town + Community explore potential partnerships with nonprofit partners active in the region.
3. Community and its partners secure land, homes or funding for first projects.

QC Family Tree, a grassroots nonprofit led by Shamaie Haynes, creates affordable rental homes. It supports resident leadership and advances anti-displacement efforts to protect the neighborhood’s deep African American heritage. Their work offers a valuable model that could lend direct expertise to Pottstown CBOs as they explore community-led housing and preservation.

Image from qcfamilytree.org

84 | POTTSTOWN COMMUNITY PRESERVATION PLAN, 07 OCTOBER 2025

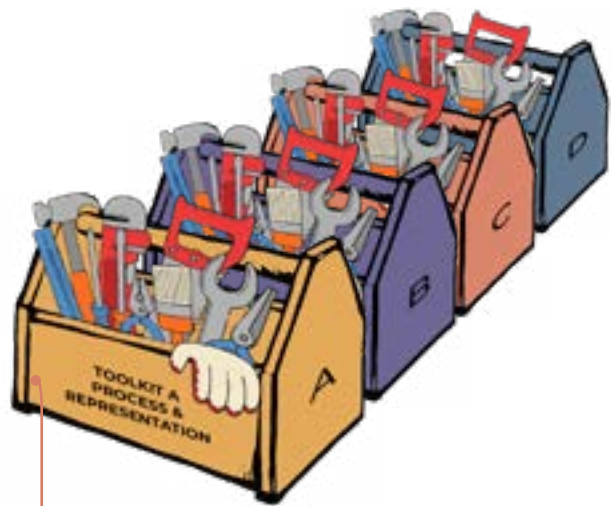
Brief description of the tool

Each tool assists the reader to understand how to get started and clarifies the roles and responsibilities of the Community and the Town

A potential approach to create each tool is described with key steps and/or actions to take

Each tool is accompanied by an explanation of how it aligns with the community’s key goals or is supported by a relevant precedent

The Goals shape each Toolkit, and the Toolkits provide Tools to put those Goals into action.



Each Toolkit section is color coded

GOALS

SECTION 2.0



STRENGTHEN
COMMUNITY
ASSETS



PRESERVE
NEIGHBORHOOD
CHARACTER



CELEBRATE AFRICAN
AMERICAN HERITAGE



ADVANCE
HUMAN DIGNITY
AND JUSTICE



FOSTER
COMMUNITY AND
BELONGING

TOOLKITS

SECTION 3.0

TOOLKIT A

PROCESS &
REPRESENTATION

TOOLKIT B

REGULATORY TOOLS

TOOLKIT C

HOUSING STABILITY

TOOLKIT D

PUBLIC & NONPROFIT
INVESTMENTS

TOOLS

SUBSECTIONS

5

TOOLS

3

TOOLS

9

TOOLS

7

TOOLS

3.0 TOOLKITS FOR PRESERVATION STRATEGIES

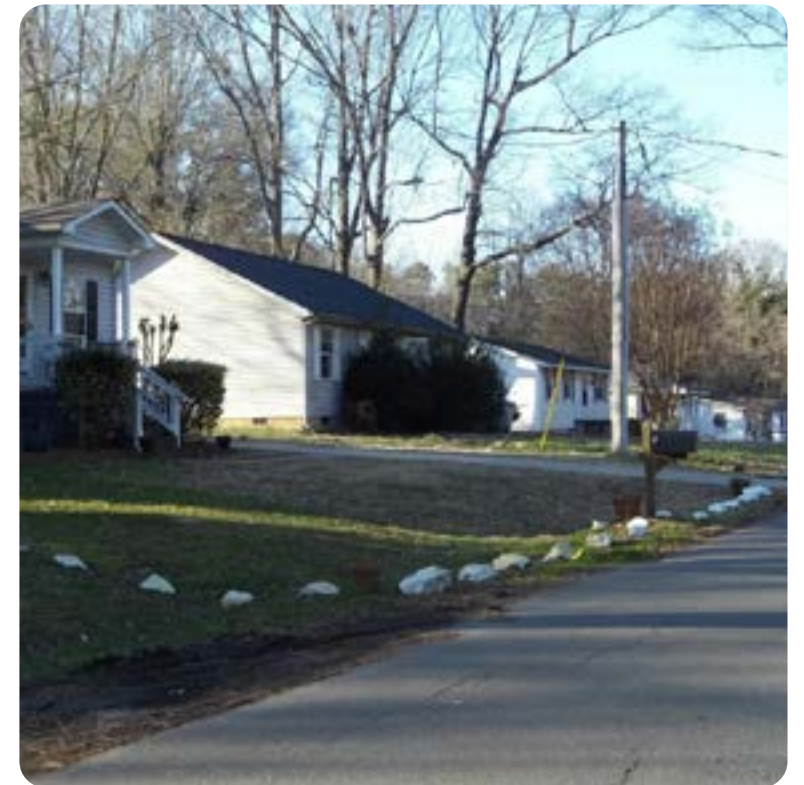


Image via wfae.org

3.1 TOOLKIT A

PROCESS & REPRESENTATION

INTRODUCTION

The tools for Toolkit A address the systems of decision-making, representation, and accountability that enable neighbors to shape community outcomes. The strategies represented in Toolkit A can ensure that residents have true influence in shaping development and investment in their neighborhoods.

The intention of Toolkit A is to unify and strengthen a coalition of Pottstown’s Community-Based Organizations (CBOs) and leaders, which include the community organizations of **Mababu Live**, the **Pottstown Heritage Group** and the **Torrence-Lytle High School Alumni**, as well as other active community elders and volunteers working on their own initiatives, including projects documenting Pottstown’s history. We shall simply refer to this group as the “Pottstown coalition” – or simply: the “coalition” —in this document. As an example, a coalition group is already meeting as the “Pottstown Leaders Group” with County projects.

By strengthening collaboration between Town leadership and the Pottstown coalition, the elements of Toolkit A will allow both entities to effectively co-implement the critical paths needed for preservation outcomes. Overall, the tools in Toolkit A could be achieved within a short timeframe. Tool A1, Formalize a Community Coalition for Pottstown, is the most important of the tools in this plan to begin with, for all the other tools of the Pottstown Community Preservation Plan will need the dedicated leadership of this body to implement them, working not just with the Town but all other agencies. This is recommended allow community members to more easily organize in coordinating their efforts among the independent projects of multiple partners and agencies.



Image from ajc.com



Image from atlantamagazine.com



Image from knowatlanta.com



Image from investatlanta.com

GEORGIA STAND-UP

Community-Based Organizations like Georgia STAND-UP played a decisive role in embedding community protections into the Atlanta BeltLine project, which utilized a former rail line to catalyze a major community reinvestment effort. In 2005, as Atlanta City Council prepared to authorize nearly \$2 billion in Tax Allocation District (TAD) funding for redevelopment, the advocacy of Georgia STAND-UP influenced the City to require developers using BeltLine TAD funds to meet community benefit standards. Outcomes included a dedicated BeltLine Affordable Housing Trust Fund (15% of TAD proceeds) and commitments to local hiring, workforce training, and equitable development.

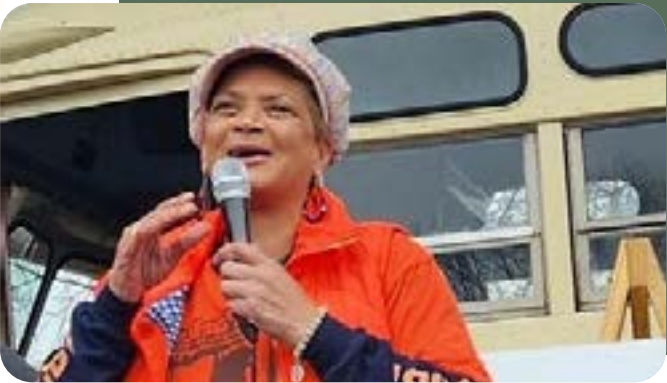


Image from georgiastandup.org

TOOLKIT A
ELEMENTS



TOOLKIT A OBJECTIVE

To strengthen community organizing and stewardship processes.

Within this toolkit, the tools work together to create mechanisms for community representation and leadership, to add processes for effective and ongoing dialogue, and to resource community organizing.

STRATEGIES

- A1 | FORMALIZE A COMMUNITY COALITION FOR POTTSTOWN
The Pottstown community can establish a unified, organizing body to lead community-driven preservation in partnership with the Town and other public bodies. Members of all Community-Based Orgs should be represented. *Creates a unified voice for Pottstown and ensures organization to shape decisions that impact Pottstown's future.*
- A2 | ORGANIZE INFORMAL DEVELOPER DISCUSSIONS WITH THE COMMUNITY
Encourage developers to hold meetings with representatives of the community (e.g., Coalition) for projects requiring Town Board decisions. Work within established processes to organize as a community to enable productive dialogue between developers and the community, ensuring that community priorities can shape projects from the start. *Builds trust, collaboration, transparency, and influence for residents at the earliest stage of certain types of development.*
- A3 | POTTSTOWN COMMUNITY RESOURCE WEBPAGE
Establish a Pottstown Community resource site that plugs into the Town's existing online dashboards to offer a central, accessible source of information especially tracking development matters (e.g., rezoning petition status updates and community mobilization/engagement opportunities). *Keeps residents informed on community matters as well as active and proposed development projects in Pottstown, ensuring no one is left out of key decision points.*
- A4 | ANNUAL POTTSTOWN PRESERVATION AWARDS AND UPDATE
An annual Pottstown Community meeting organized by Community-Based Organizations to review the preservation initiatives and plans in progress (or ahead) for the preservation of Pottstown. *Fosters goal-setting, recognizes success, invites public partners for updates, identifies areas for improvement, and strengthens collaboration, reflection, and organization advancing preservation.*
- A5 | COMMUNITY REPRESENTATION IN ADVISORY BOARDS
Continue to encourage Pottstown community members to enroll in Huntersville 101 (citizen's academy) and to volunteer on advisory boards (both Town and County). *Elevates local voices to represent community interests, safeguard community priorities, and promote equitable outcomes.*

A1 | FORMALIZE A COMMUNITY COALITION FOR POTTSTOWN

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Community leadership should formalize a standing body of community stakeholders diversely representing a coalition of community leadership bodies. In this document we shall call this group the “**Pottstown coalition**” as a temporary basis until such an entity is named. The coalition will be a recognized, regularly convening body of community elders, community organizers, and representatives from Pottstown-based organizations like Pottstown Heritage Group, Mababu Live, and the Torrence-Lytle H.S. Alumni. Its role is to guide and coordinate community-led efforts identified in this Preservation Plan, working with the Town of Huntersville to implement the Pottstown Community Preservation Plan, as well as to collaborate with the County and other agencies on their projects. The coalition should reflect Pottstown’s full diversity and represent the community’s priorities in planning, preservation, and development matters. *Creates a unified, representative voice for Pottstown and ensures locally diverse voices shape decisions that impact their future.*

Community Efforts: Establish the coalition entity with a transparent, inclusive selection process for members. Organize into reporting committees or work groups keeping track of community matters, initiatives, and public projects, including the implementation efforts for the Pottstown Community Preservation Plan.

Town Efforts: Through the adoption of this Plan, officially recognize the coalition body (yet to be named) as the community’s implementing body of the Pottstown Community Preservation Plan.



Image from smithvillecommunitycoalition.org

The Smithville Community Coalition in Cornelius could be a great partner for coalition building. Their recent experience as a community mobilizing advocacy for resources, funds and public sector partnership in their initiatives for community development and staying power could offer valuable lessons learned.

KEY STEPS

- 1 **Community Call-to-Action:** Convene a community-wide meeting to announce the creation of the coalition and invite applications from residents, while also supporting current processes that promote unified community leadership. A coalition structure is recommended to divide tasks among work groups, reducing the burden on any one individual to attend to every project or process.
- 2 **Member Recruitment:** Select members from community organizations, faith-based groups, and other community-based entities to ensure broad representation.
- 3 **First Official Meeting:** Coalition sets priorities, assigns committee responsibilities, and establishes reporting processes across the different plans, projects and agencies.
- 4 **Organizational Mobilization:** Name and establish the coalition. An administrative workgroup should be selected to draft meeting structures, lead coordination, and establish communication protocols that build on the patterns already established. Work with the Town, County and nonprofit/consulting organizations for assistance (see Step #5).
- 5 **Capacity Building:** Train members on organizational sustainability, grant writing, research, story-building, Town/County processes, and any relevant laws/statutes and procedures. Work with grants or coaching programs available from the United Way, governmental partners and others to resource consulting for organizational capacity building.

A2 | INFORMAL, COMMUNITY-ORGANIZED DISCUSSIONS WITH DEVELOPERS

TIME   

COST \$ \$ \$

Description: Encourage developers to hold meetings with representatives of the community (e.g., Coalition) for projects requiring Town Board decisions. Work within established processes to organize as a community to enable productive dialogue with developers, ensuring that community priorities can shape projects from the start. *Builds trust, collaboration, transparency, and influence for residents at the earliest stage of certain types of development.*

Advance Human Dignity and Justice

Promoting developer-community dialogue in early stages of development review, with the community at the table, creates a critical opportunity to bring local values and goals into new development proposals. This serves as a productive forum for developers to gain community support, ensures Town Board members hear from Pottstown’s leadership, and the community gains a unified voice and self-representation to promote dignity and justice.

Community Efforts: Assemble a development review committee from Coalition (be sure to include a representative of any housing nonprofit or Community Development Corporation who can lend development expertise and negotiation skills). Assign review committee roles and responsibilities and formulate a process to review each application following clear guidelines and methods of review that ensure that the community’s preservation goals are addressed consistently. For this, we recommend that the Coalition create a development review scoring tool that evaluates development characteristics to meet the Goals of the Preservation Plan using clear and concise language and objective metrics.

Town Efforts: The Town will answer questions about existing procedures to ensure transparency throughout all discretionary processes requiring Town Board decisions. For an Applicant, the process outlined here shall remain a purely voluntary step to undertake to help secure the community’s support. Existing Town procedures shall remain in place as for any other application.



Image from thealliancetc.org

Organizing an Effective Discussion:

1. Coalition organizes internally to evaluate projects being proposed in or in proximity to Pottstown.
2. Invite a developer Applicant to meet one-on-one with the coalition to discuss their project.
3. Coalition members present community goals and objectives for preservation, and a designated coalition member leads an expertly structured discussion listening to the Applicant’s goals and considerations for their development.
4. Coalition attendees provide a summary review on the applicant’s meeting to the coalition membership body.
5. After discussing the results of the meeting with the coalition membership, the coalition provides a structured response to the Applicant outlining the benefits and concerns of the Applicant’s project, including suggestions to adjust to better their project’s support for community preservation.
6. Applicant can continue meeting separately with the coalition.
7. Based on Applicant’s responses and ability to negotiate with the coalition, prepare speakers to speak on behalf of the coalition at Town Board meetings.

A Model Community Process:

The Alliance for Metropolitan Stability (Twin Cities, MN) organizes community-led developer meetings. These are typically informal but structured around building dialogue, trust and transparency. In the Twin Cities, groups like the Alliance convene developers to present early concept plans in neighborhood forums. Residents and community leaders walk through priorities such as housing affordability, cultural preservation, and public benefits, while facilitators record commitments and expectations. This creates a shared record of community concerns, giving developers a roadmap to secure grassroots support and reducing opposition later in the approval process.

A3 | POTTSTOWN COMMUNITY RESOURCE WEBPAGE

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Establish a Pottstown Community resource website that plugs into the Town’s existing online websites to offer a central, accessible source of information especially tracking development matters (e.g., rezoning petition status updates and community mobilization/engagement opportunities). *Keeps residents informed on community matters as well as active and proposed development projects in Pottstown, ensuring no one is left out of key decision points.*

Community Efforts: The coalition, working collaboratively with partners, can develop the website. A website dashboard would ideally centralize elements already present across Town websites (or Open Data dashboards). The website can also make the information accessible in plain language, drawing out those contextual factors that clarify the relevance to Pottstown. Pottstown Community-Based Organizations can help publicize the webpage via community networks and provide feedback on user-friendliness and missing information.

Town Efforts: The Town of Huntersville can advise the community in plugging into the existing online Town resources listing project descriptions/plans, meeting dates, staff reports, approval stages, etc.

KEY STEPS

- 1 Town Planning Department can assist the community to access existing online channels.
- 2 Community creates a webpage and test-runs website and identifies improvements.
- 3 Updates made before public launch.
- 4 Webpage promoted at Community events.

A4 | ANNUAL POTTSTOWN PRESERVATION AWARDS AND UPDATE

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: An annual Pottstown Community meeting organized by the coalition or a Community-Based Organization to review the preservation initiatives and plans in progress (or ahead) for the preservation of Pottstown. *Fosters goal-setting, recognizes success, invites public partners for updates, identifies areas for improvement, and strengthens collaboration, reflection, and organization advancing preservation.*

Community Efforts: Coalition can prepare an awards show and a session to present a status update and to discuss progress on preservation initiatives and projects.



Image from villagepreservation.org



Celebrate African American Heritage

At the heart of this Annual Meeting is a moment of celebration and reflection on the efforts made throughout the year to help Pottstown thrive. It is also an opportunity to honor the work and activism of the Coalition, celebrating African American heritage and recognizing their role in carrying forward the legacy and vision of their ancestors.

Town Efforts: With the Coalition’s invitation, Town and County staff can attend the annual meeting and provide staff presentations on projects, including the status of the Preservation Plan’s implementation steps.

The Village Preservation (Greenwich Village, NYC) nonprofit hosts an Annual Meeting and Village Awards event that celebrates local preservation heroes, reviews progress, and sustains public engagement in ongoing neighborhood stewardship.

A5 | COMMUNITY REPRESENTATION IN ADVISORY BOARDS

TIME



COST

\$ \$ \$

Description: Continue to encourage Pottstown community members to enroll in Huntersville 101 (citizen’s academy) and to volunteer on advisory boards (both Town and County). *Elevates local voices to represent community interests, safeguard community priorities, and promote equitable outcomes.*

Community Efforts: Recruit and mentor potential advisory group candidates. Consider building the leadership capacity of local residents and Community-Based Organizations by encouraging enrollment in Huntersville 101, a seven-week, citizen-focused course to educate participants on the services and responsibilities of the Town.

Town Efforts: Encourage Pottstown representatives to continue serving on advisory boards/committees. Be sure to advertise vacancies on these bodies to the coalition and its community networks.

KEY STEPS

- 1

Community members enroll in Huntersville 101.
- 2

Coalition tracks for Advisory Board openings and encourages residents to apply.
- 3

Town Board may appoint members. Training is provided for all appointed members.
- 4

Pottstown advisory group members keep the coalition updated on Pottstown-related advisory board matters.



Meeting with Community Coaches (July 17, 2025)

COMMUNITY COACHES

Contact Information

Pottstown community members had a chance to meet with three community advocates leading initiatives in Mecklenburg communities that are also experiencing threats to their preservation. They have offered their wisdom and support to continue conversations in allyship with Pottstown’s initiatives.



Shamaïye Haynes | Shamaïye@QCFamilyTree.org

Executive Director, QC Family Tree
President, Greater Enderly Park Neighborhood Association

Encouraged neighbors to organize collectively, stating that “you only get what you organize for”.



Rickey Hall | rickey@westblvdnc.org

Senior Board Chair, West Boulevard Neighborhood Coalition
Board of Three Sisters Market

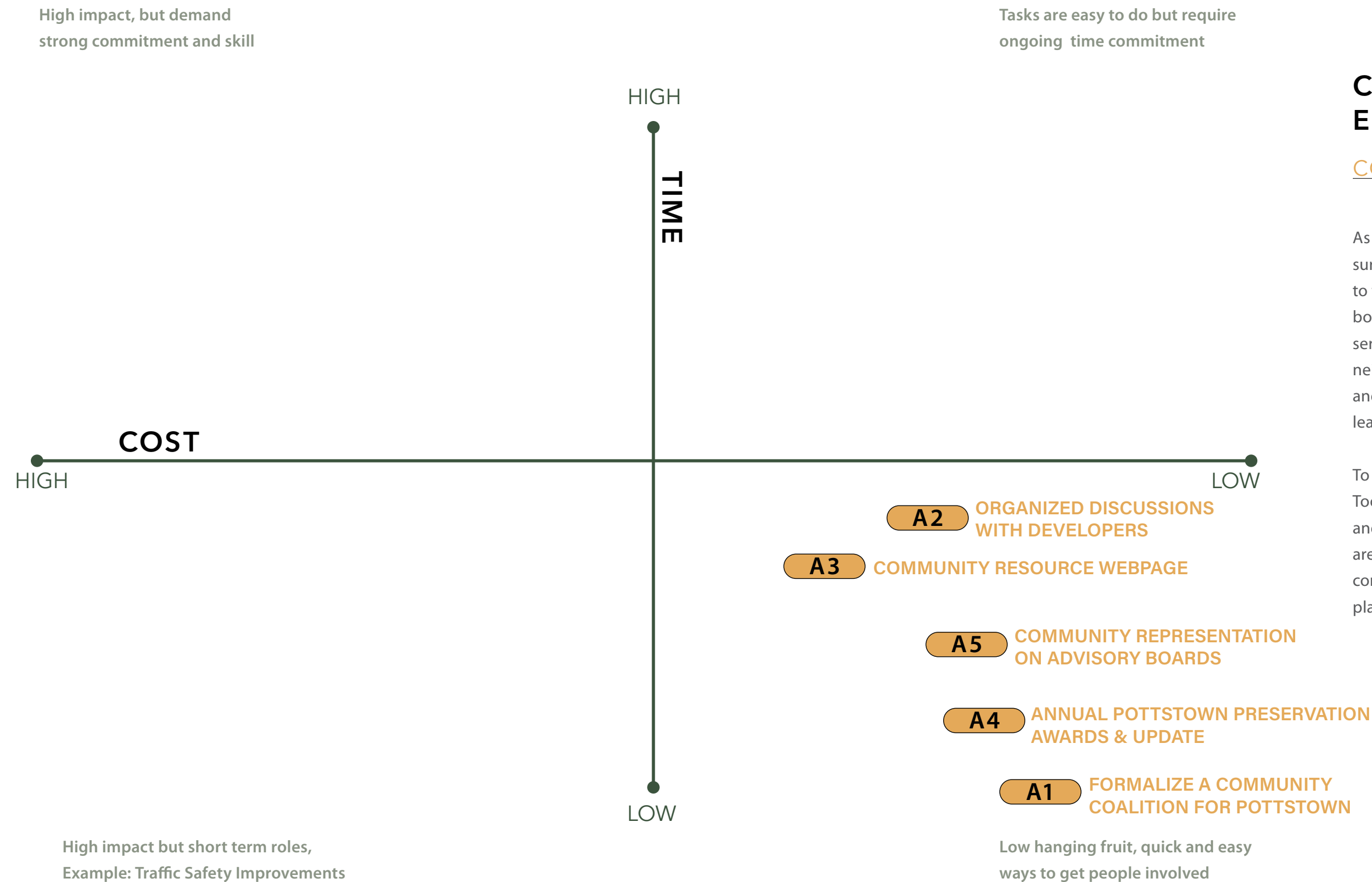
Champions the Community Land Trust (CLT) model to preserve affordability and urged residents to understand the push and pull of the systems at play in organizing for projects.



Tiffany Capers | tcapers@rwci.org

Executive Director, Renaissance West Community Initiative
(at the time of the meeting she was with CrossRoads Corp. in Grier Heights)

Highlighted the importance of asset-based initiatives and starting with a shared resolve and basis of understanding, convening an “Indaba” (a gathering to agree on community matters) before diving into action.



COMMUNITY EMPOWERMENT

CONCLUSION

As the Downtown Huntersville area and its immediate surroundings continue to grow, Pottstown will continue to face challenges for preservation. Town and County bodies regulating and influencing land use, public services, law enforcement, economic development, neighborhood improvements, community resources and facilities will need the perspectives of Pottstown’s leaders to create staying power in Pottstown.

To empower the Community, thankfully, the Tools in Toolkit A are all quite achievable with volunteer hours and modest resources. Unity and community resolve are the key. Through a dedicated, unified group of community organizers, all of these elements could be in place within a year.

3.2 TOOLKIT B

REGULATORY TOOLS

INTRODUCTION

The strategies in this toolkit focus on tailoring regulations around what can be built, where, and how. These tools may revisit existing standards or introduce new regulations, as preservation is typically regulated by zoning, overlay districts, land-use plans, and design standards. These determine what can be built and how buildings fit within the historic context, ensuring alignment with the community’s preservation strategy and ensuring residents have a meaningful role in development decisions.

Preservation-oriented zoning ordinances often add incentives for affordable housing, apply stronger review procedures, and create building standards supportive of historic context. However, incentives may favor higher-density areas over single-family neighborhoods and may fall short of delivering meaningful levels of affordable housing, potentially detracting from Pottstown’s goal of retaining its residents.

If an incentives approach is used in the Overlay District Tool (Tool B1), the recommendation of this Plan is to explore ways to innovate the incentivization model to apply financial incentives to preservation outcomes. For instance, projects preserving housing could be granted access to special grants and programs available for rehabbing the homes. Any kind of housing fund would be the product of a Town Board action, but the Town can explore adopting this approach.



Flyer from offbeat.com



Image from prcno.org



Image from prcno.org



Image from prcno.org

THE NEW ORLEANS CASE STUDY FOR PRESERVATION

In New Orleans, the regulatory frameworks for historic preservation demonstrate that regulations can only do so much. Their approach to incentivizing preservation is to create financing programs that make preservation and affordability feasible. The city therefore offers various financial tools to make the financing for preservation projects pencil out. The New Orleans Redevelopment Authority helps deals in historic corridors to close by offering gap financing for rental projects, often rehabbing historic properties. CDBG-backed loans help first-time home-buyers to overcome upfront costs with forgivable Soft Second mortgages. Finally, developers can stack tax credits with grants to further de-risk rehabilitation projects for housing.

TOOLKIT B
ELEMENTS



TOOLKIT B OBJECTIVE

To guide growth and protect neighborhood character, helping ensure consistency, predictability, and equity in Pottstown’s built environment.

The Tools in this Toolkit add regulatory controls to safeguard housing, ecological assets, community character, and cultural and economic resilience. Together, they set the ground rules for equitable, community-centered development in a way that conforms to the goals of preservation.

STRATEGIES

- B1 | OVERLAY DISTRICT FOR PRESERVATION & HOUSING STABILITY
Special zoning overlays can tailor rules to protect Pottstown’s character, limit demolition of historic structures, and support community needs and goals. *Keeps growth consistent with community identity.*
- B2 | GREEN DEVELOPMENT POLICIES AND STANDARDS
Work with current Town initiatives that enhance sustainability and resilience in Pottstown with context-sensitive development standards and proactive policies and programs to execute green standards. These strategies can support long-term community health and reduce climate-event risks, not just in Pottstown but in the greater surrounding area. *Protects residents from flooding, heat, and high energy costs while preserving ecological resources.*
- B3 | PROTECTION AND CONSERVATION OF HISTORIC & CULTURAL ASSETS
Enhance the regulatory tools already available to protect historic and cultural sites and provide incentives for rehab. Continue to engage in dialogue with the Charlotte-Mecklenburg Historic Landmarks Commission (HLC) and the Town to discuss enhancing protective measures in the Zoning Ordinance and existing processes. *Adds additional safeguards to protect and conserve physical and cultural assets that anchor the community.*

B1 | OVERLAY DISTRICT FOR PRESERVATION & HOUSING STABILITY

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Special zoning overlays can tailor regulations to protect Pottstown’s character, limit demolition of historic structures, and address community needs and goals for staying power. *Keeps growth consistent with community identity.*

Community Efforts: Working with the Town of Huntersville, Pottstown community members should provide input on priorities regarding building character, affordability, and design elements. Members can help articulate design factors of community history and identity that can help shape the overlay regulations.

Town Efforts: Town planning staff and the Town of Huntersville Planning Board should explore the feasibility and needs to implement the overlay following the Town’s policies with residents. If the direction seems compelling to

address the needs to preserve housing and historic landmarks and promote housing stability, the Town will then draft and adopt the overlay district with public input. Staff capacity and technical resources for mapping, community involvement, legal review and adoption procedures are needed to ensure proper integration with Huntersville’s Zoning Ordinance.

Key Steps:

1. Town + Community hold community workshops to identify Ordinance priorities.
2. If there is a compelling need for an overlay approach, the Town drafts overlay standards with technical support. For preservation-based overlays, various neighborhood preservation-based models exist in North Carolina and the right approach will need to be tailored based on Pottstown’s context.
3. Town + Community review drafts through the Pottstown coalition and Town Planning Board.
4. Town adopts the overlay district into the Zoning Ordinance.
5. Town + Community monitor outcomes and adjust as needed.



Foster Community Belonging

Creating a sense of belonging is essential to understanding why Pottstown stands firmly against displacement. Rising costs of living and similar systemic pressures often force long-time residents out of the very communities they helped build. An overlay tool with measures incentivizing housing stability could support housing affordability and empower residents to remain rooted in Pottstown.

B2 | GREEN DEVELOPMENT POLICIES AND STANDARDS

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Work with current Town initiatives that enhance sustainability and economic resilience in Huntersville’s neighborhoods with context-sensitive development standards and proactive policies and programs to execute green standards. These strategies can support long-term community health and reduce climate-event risks, not just in Pottstown but across the Town’s jurisdiction. An important trade-off to be mindful about is the added expenses that are added to development, which can be significant in some cases to the Town and its residents. *Protects residents from flooding, heat, and high energy costs while preserving ecological assets.*

Community Efforts: Continue advocating for stronger green standards in new projects, especially in protecting the extent of the existing tree canopy in Pottstown and ensuring that new development projects do not compromise Pottstown’s ability to weather flooding, heat, or other environmental impacts.

Town Efforts: Continue working to enhance zoning and development requirements in the Town for stormwater, tree canopy, and green space. Adopting new standards moving beyond current minimal thresholds will require review for statutory compliance. Explore methods to incentivize more energy-efficient, resilient building practices, and higher tree save percentages. Explore stronger stream basin protection and code enforcement improvements to prevent adverse impacts from development projects on neighboring properties. Connect community to agencies to provide technical support to current homeowners wishing to improve their properties for resilience during adverse weather events. Consider offering small need-based grants assisting residential property improvement projects to remove failing trees and improve drainage and erosion-prevention. Utilize public infrastructure projects to secure better conditions on adjacent properties, especially by capturing run-off and improving local drainage conditions.

Ongoing and Potential Actions:

1. Town can consider drafting policies for town-wide environmental regulation protecting Pottstown’s ecological assets (e.g., wildlife corridors and contiguous canopy) and green development standards to address known environmental risks.
2. Community could search for need-based grants/loan programs for small-scale green infrastructure improvements and local resilience projects (e.g., solar energy, removing failing trees near homes).

B3 | PROTECTION AND CONSERVATION OF HISTORIC & CULTURAL ASSETS

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Strengthen the Town’s use of preservation tools, while creating complementary community-led efforts to identify, document, and incentivize rehabilitation of historic and cultural sites. *Explores additional safeguards to protect and conserve physical and cultural assets that anchor the community.*

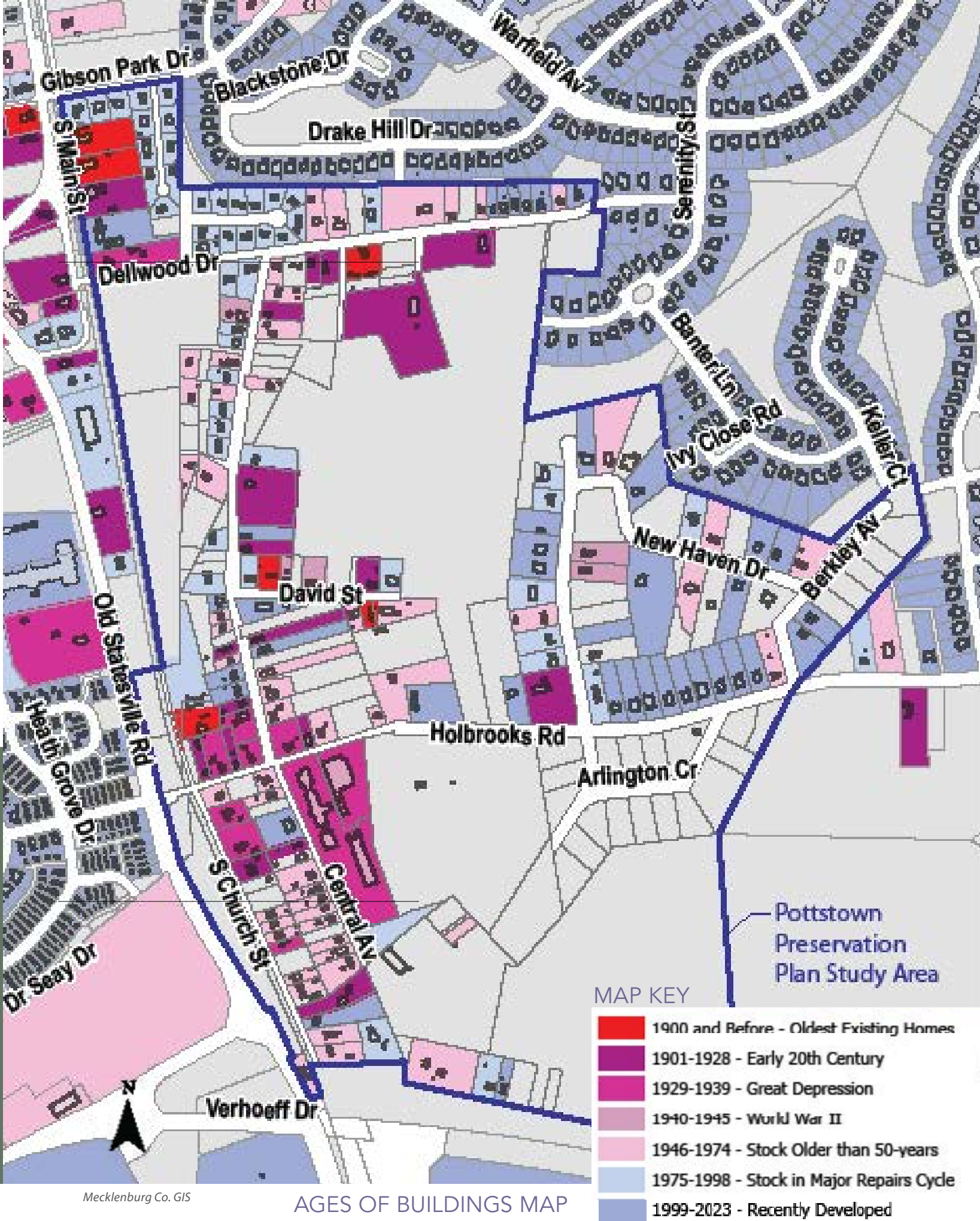
Community Efforts: Continue to identify priority properties through state or local surveys, nominate for designation, and share oral histories. These activities feed directly into the statutory framework and justify Town action.

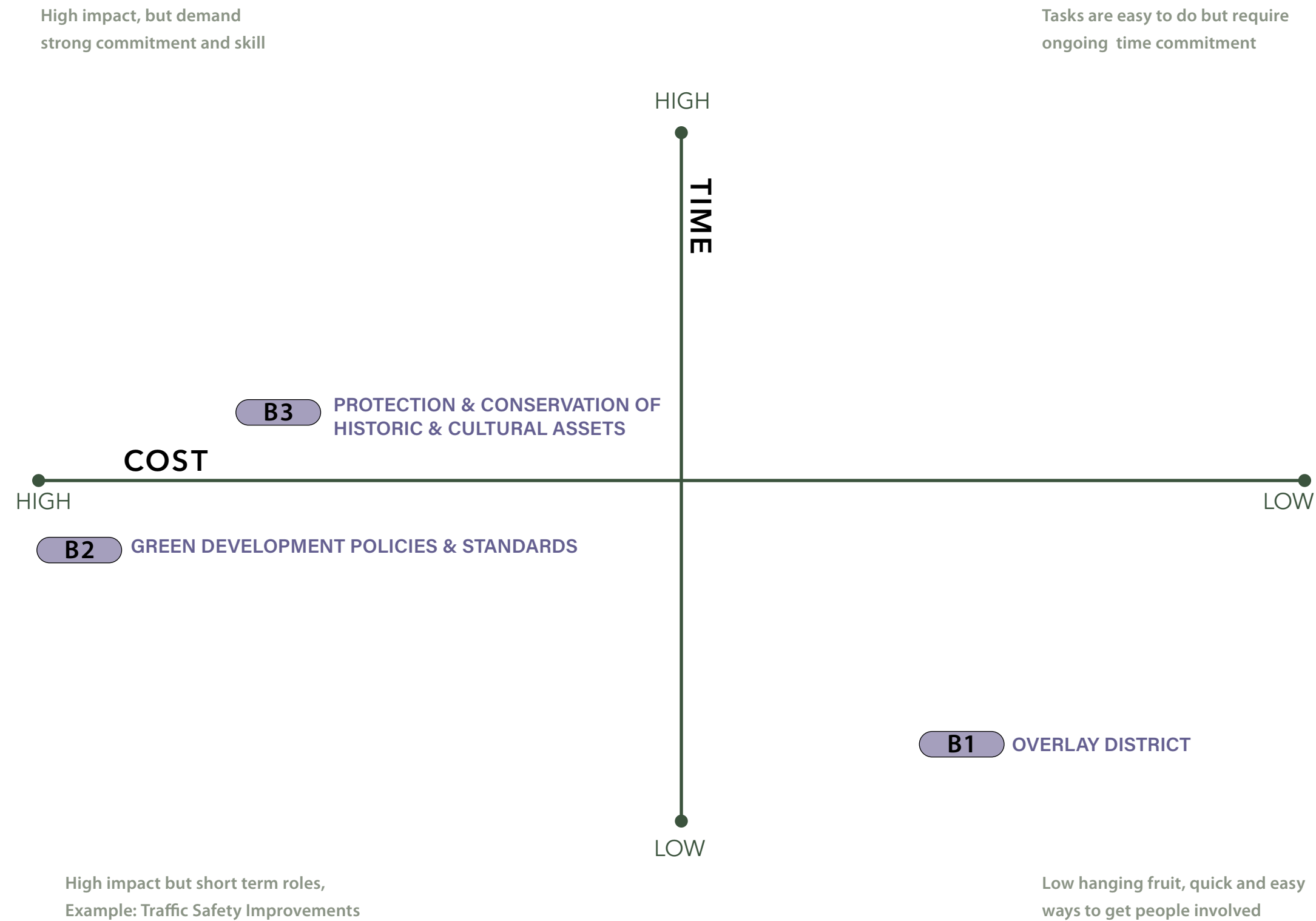
Town Efforts: Ensure early notification to the Charlotte-Mecklenburg Historic Landmarks Commission (HLC) when demolition permits are requested for properties identified in local or state historic surveys. Explore creating a local historic or conservation overlay district to extend protections to priority neighborhoods (e.g., Overlay Tool B1 for Pottstown). To incentivize preservation, the Town Board may consider support to owners of designated sites, as permitted under the Town’s general spending authority in N.C.G.S. 160A.

- Potential steps to consider:**
- 1. Town + HLC + Community designate and prioritize landmark or district properties through the survey/ designation process.
 - 2. Town + HLC + Community draft a Cultural Resource Policy to guide the use of incentives and overlays.
 - 3. Town + HLC enhance review notification procedures and policy to apply state-authorized demolition delay to historically designated properties.
 - 4. Town + HLC adopt ordinances consistent with N.C.G.S. 160D to expand preservation protections.
 - 5. Town + Community create voluntary incentive programs for conservation.
 - 6. Town monitors and enforces protections.

AGES OF BUILDINGS IN
POTTSTOWN

The majority of homes in Pottstown date from the end of the 19th Century to 1975. Fifty (+) years is generally the threshold when homes are considered eligible for historic building rehabilitation programs. Thus, many municipalities typically offer Home Repair Programs for homes older than 50 years. Another substantial number of homes in Pottstown built after 1975 are entering the stages that typically require the first major repairs (e.g., HVAC replacements, stabilization repairs, door and window replacements, and electrical system rewiring).





COMMUNITY EMPOWERMENT

CONCLUSION

Lending a unified voice to how the Town customizes Zoning Ordinance regulations and improves development policies and standards will better ensure that the regulatory approaches recommended can reach adoption. By documenting, nominating, and sharing the cultural value of local sites, the Community can also directly shape what the Town recognizes and protects. This partnership ensures that preservation decisions reflect community priorities, giving local voices a formal role in how heritage and identity are safeguarded.

3.3 TOOLKIT C

HOUSING STABILITY

INTRODUCTION

Strategies for Housing Stability focus on keeping residents securely housed, while also creating pathways to own a home. Instead of simply relying on regulatory approaches to preserve housing, communities themselves can proactively organize to prevent vulnerable community members from being displaced. Example efforts include mobilizing aid and support to tenants, helping homeowners to increase their ability to remain in place, rehabilitating housing, and creating place-based nonprofit organizations like **Community Land Trusts** (CLTs), which lease land for affordable homeownership, and **Community Development Corporations** (CDCs), which typically focus on small scale projects for infill housing and community development.

Community-Based Organizations (CBOs), such as the Pottstown Heritage Group, the Torrence-Lytle H.S. Alumni and Mababu Live, are therefore key collaborators in preservation projects. They not only play a stakeholder role, but they can also lead visioning, financing, and implementation of preservation initiatives. Allied CBOs may work on these efforts sometimes by collaborating with **Community Development Financial Institutions** (CDFIs), government agencies and other resource partners. The Ada Jenkins Center—known as the Lake Norman Area’s “Quarterback Agency”—could be a valuable partner for the Pottstown coalition, serving as a resource hub that empowers families and individuals to overcome economic disadvantage. Another standout local example of community-based partnership is the work that LISC Charlotte (Local Initiatives Support Corporation) does as a CDFI. They work with local CBOs to address affordable housing and economic development projects in Charlotte’s Historic West End.



Image from westsideclt.org



Image from qcitymetro.com



Image from westsideclt.org

WEST SIDE COMMUNITY LAND TRUST
Founded by residents in West Charlotte’s historically Black neighborhoods, WSCLT operates with a mission to “provide permanently affordable housing with community-centered development” and is guided by a board elected by neighbors. They accept donated homes from affluent areas to transport and rehabilitate them on land they own. WSCLT leveraged a \$6 million ARPA grant from Mecklenburg County to acquire 32 homes in the Hoskins neighborhood, preventing potential wholesale sales to developers and preserving them for permanently affordable ownership.

TOOLKIT C ELEMENTS



TOOLKIT C OBJECTIVE

To keep residents in their homes and preserve affordability and staying power for future generations.

Together these tools address both immediate housing needs and long-term wealth-building, holistically improving household stability with community-driven initiatives—ensuring that the community of Pottstown, not just the buildings, is preserved.

STRATEGIES

- C1 | PROPERTY TAX RELIEF & ABATEMENT PROGRAMS
Continue to coach residents to take advantage of the County’s HOMES property tax relief for qualifying low-income homeowners. *Helps curb speculative buyouts from happening due to tax burden.*
- C2 | HOUSING REPAIR & WEATHERIZATION PROGRAMS
Continue to support free or low-cost home repair services, grants, and low-interest loans to keep houses safe and affordable, improve energy efficiency, and address code violations. *Targeted at legacy homeowners and seniors aging in place.*
- C3 | UTILITY & SERVICE FEE REDUCTIONS
Continue to advocate to lower monthly costs with utility and service fees for qualifying Pottstown residents. *Reduces household expenses and increases housing stability.*
- C4 | REAL ESTATE & FINANCIAL COUNSELING SERVICES
Community-Based Orgs (CBOs) can bring trusted guidance on financial and housing decisions for first-time buyers, renters, and homeowners facing financial challenges. *Empowers families to make informed choices and avoid falling victim to predatory practices.*
- C5 | TARGETED ECONOMIC EMPOWERMENT & OWNERSHIP SUPPORT
Consider a focus on economic development by utilizing community initiatives that build local wealth and opportunity through jobs, local businesses, and commercial assets. *Strengthens households by expanding income and ownership opportunities.*
- C6 | LEGAL AID & TENANT-OWNER MEDIATION
Work with nonprofit organizations to secure free or low-cost legal support for tenants facing eviction, as well as homeowners facing foreclosure. *Provides services for third-party mediation and legal support to tenants and at-risk homeowners.*
- C7 | COMMUNITY LAND TRUSTS (CLT’S)
Incentivize permanently affordable housing in new developments by establishing a nonprofit Community Land Trust (CLT) to hold donated home properties under shared ownership and community stewardship. Governed by nonprofit stewards, CLT homeowners, and local residents, a CLT would help stabilize the local housing market, allow equity-building, and ensure permanent affordability. *Preserves affordability for generations while building community wealth.*
- C8 | NONPROFIT HOUSING & COMMUNITY DEVELOPMENT CORPORATIONS (CDC’S)
Create a Community Development Corporation (CDC) or partner with nonprofits that build and manage affordable housing, rehab properties, and support residents with housing. *Provides trusted, mission-driven partners for long-term community investment.*
- C9 | PARTNER WITH A QUARTERBACK ORGANIZATION
Continue to work with the Ada Jenkins Center to serve as a central hub to administrate housing, financial literacy and quality of life initiatives, coordinating efforts holistically between the government, nonprofits, and residents. *Brings multiple players together for aligned, multi-service impact.*

C1 | PROPERTY TAX RELIEF

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Pottstown’s Community-Based Organizations can undertake initiatives to coach residents to take advantage of the County’s HOMES property tax relief for qualifying low-income homeowners. *Helps curb speculative buyouts from happening due to tax burden.*

Community Efforts: Pottstown homeowners who may already qualify for HOMES may not know about the offering or need assistance. A trusted, local peer coach is needed to help such households demonstrate their need and qualifications. CBOs could assist residents with this process in a trusted, more neutral environment and provide coaching services through expert counselors and pro-bono clinics (this element could be implemented in combination with Tool C4: Financial and Real-Estate Counseling).

Town Efforts: None are currently evident, but the Town can continue exploring opportunities allowed under State law or modeled by other North Carolina communities.

C2 | HOUSING REPAIR & WEATHERIZATION PROGRAMS

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Targeted at long-time homeowners and seniors aging in place, the Pottstown Community is already dedicated to mobilizing free or low-cost home repair services to keep houses safe and affordable, improve energy efficiency, and address code violations.

Community Efforts: The Pottstown Heritage Group and Mababu Live, through their own “sweat equity” and grassroots agency finding donated materials, have been mobilizing and implementing home improvements, repairs, and other such improvements within the community. In addition to securing donated materials, tools, and volunteer labor, Pottstown CBOs should continue to explore how to resource their efforts with existing home repair programs in Mecklenburg County, e.g, the County’s CDBG-funded rehab assistance, the NC Housing Finance Agency’s Urgent Repair and Essential Single-Family Rehab programs, and nonprofit partners like Habitat Charlotte Region and Lake Norman CDC.

Town Efforts: The Town can also continue resourcing CBO activities like the community clean ups and further explore available means to support their home repair and capacity-building efforts (to the extent enabled by N.C.G.S. § 160D-1311). The Town and County should ensure that Minimal Housing violation notices inform homeowners of their options to apply for any programs and services the local CBOs offer.

Strengthen Community Assets

This tool helps extend the lifespan of residents’ historic homes, which are valuable community assets. By providing support to those in need, this tool not only assists individual homeowners but also builds the economy and health of the community as a whole.

Taking the Next Step: Pottstown CBOs can join cohort programs (such as those offered by United Way) to further strengthen nonprofit capacity building, e.g., with a 10-year business plan.

The Historic Savannah Foundation (a nonprofit dedicated to preserving historic buildings) rehabilitates homes for affordable housing in the historically African American community of Cuyler-Brownville. Home buyers are eligible to plug into the City of Savannah’s DreamMaker Home Purchase Assistance program, which provides soft cost/gap financing for home purchases. The City also runs home repair assistance programs offering 0% loans and grants for repairs (often \$2,500–\$10,000 grants).

Image from myhsf.org



C3 | UTILITY & SERVICE FEE REDUCTIONS

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: The Community can continue to advocate for lower monthly costs with utility service fees and to secure additional discounts for qualifying Pottstown residents. *Reduces household expenses and increases housing stability.*

Community Efforts: Inform residents of eligibility and application steps, organize feedback on utility affordability, and assist neighbors with program enrollment. These kinds of programs may offer discounts, rebates, or flexible payment plans through their providers. This could also include support for internet access for households with students or seniors.

Town Efforts: The Town can provide connections and links to utility-provider programs that may address this issue.

C4 | REAL ESTATE & FINANCIAL COUNSELING SERVICES

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Community-Based Organizations (CBOs) can bring trusted guidance on financial and housing decisions for first-time buyers, renters, and homeowners facing financial challenges. Trusted advisors could help families avoid foreclosure, predatory lending, and risky contracts. CBOs can provide peer coaching and host legal aid clinics/pro bono counseling services around estate planning, trust law, and heirs’ property resolution. *Empowers families to make informed choices and avoid falling victim to predatory practices.*

Community Efforts: The Community can partner with nonprofits to coach residents and host workshops/clinics, encourage neighbors to use counseling services, and share trusted referral networks to residents needing advice.

Town Efforts: The Town can explore partnering with HUD-certified counseling agencies, provide space for workshops & training, and support counseling as part of housing programs or other Town-led initiatives.



Preserve Neighborhood Character

Pottstown is known for its modest homes and strong sense of community. From its formation, families allied together to bring common benefits and infrastructure to the community. As before, this means navigating today’s economic systems together as well, so that all members can benefit.

Potential Steps to Launch a Counseling Program:

1. Pottstown CBOs survey residents to gauge common community member needs and challenges.
2. CBOs plan counseling activities and/or identify service providers to address key topic areas.
3. CBOs, perhaps working with nonprofits like the Ada Jenkins Center, launch a counseling program. Formats for counseling could include one-on-one booked meetings with advisors, workshops, online resources, or one-day counseling clinics based on special services that a larger pool of residents needs direct assistance with.
4. Community publicizes events and services in community networks.
5. CBOs track outcomes and re-evaluate residents’ needs.

C5 | TARGETED ECONOMIC EMPOWERMENT & OWNERSHIP SUPPORT

TIME   

COST \$ \$ \$

Description: Consider a focus on economic development by utilizing community initiatives that build local wealth and opportunity through jobs, local businesses, loan programs and commercial assets. Example economic development initiatives could include a trade school, a business resource center, a tool library, business incubators, cooperative models for ownership, and local hiring mandates, which may not be allowed currently in the Zoning Ordinance. Supporting the ability of Pottstown community members to purchase homes can also be a wealth-building strategy. CBOs and nonprofit organizations may also need office space, conferencing facilities, and other business resources and assets housed in the community. *Strengthens households by expanding income and ownership opportunities.*

Strengthen
Community Assets

Community assets are not just buildings; they are the people. The strength of a community lies in the well-being and empowerment of its residents. Expanding Pottstown’s economic ecosystem is essential to fostering an economically vibrant community, with a focus on education, job creation, and support for local businesses. Ownership and access to education are key to building long-term stability and strengthening the community.

Community Efforts: The Community can engage residents to identify training and business support needs, connect residents to workforce and entrepreneurship programs, and support future local entrepreneurs and businesses as consumers and promoters. The Community can also lend support to a zoning district or overlay solution for community-serving nonresidential uses (such as business incubators and office space for CBO nonprofits) in the currently vacant, nonresidential Torrence-Lytle H.S. buildings.

Town Efforts: If utilizing Tool B1, an overlay district in NR that allows certain limited commercial uses in the future restoration efforts of Torrence-Lytle H.S. can be an incentive in itself for preservation-based redevelopment. The Town can also integrate MBE contracts and job training with Town-involved projects.

Example Actions:

- 1. Community conducts needs assessment for jobs/business needs.
- 2. Community plug in workforce training, business resources and micro-grant programs from area workforce boards, financial institutions and educational partners.
- 3. Community connects residents with opportunities.
- 4. Town + Community evaluate Zoning Ordinance solutions for community-serving retail, office or other such uses in the vacant non-residential buildings.

An Example Wealth-Building Tool: A Soft Second Mortgage Program

Anchor Pottstown families and members of the community through tailored homeownership tools.

Description: Modeled after New Orleans’ program for “Culture Bearers”, this tool could offer forgivable second mortgages to legacy residents in historic Pottstown. By reducing upfront costs and forgiving loans after occupancy milestones, a tool like this designed for Pottstown could help families remain in the community—or return to it—and invest in the long-term stewardship of the community.

Developers reduce their risks with this kind of program because they can easily find homebuyers for their units upfront and are therefore incentivized to restore or build these for sale at the appropriate income levels. A bonus: design a version of the program so that existing homeowners can also apply financing benefits to a second mortgage to improve their homes, thus restoring homes in Pottstown for successive generations.

The Pottstown Community-Based Organizations can work with local nonprofits, financial institutions (like CDFIs), cultural organizations, and churches to identify sources of funding. The program should be targeted to Pottstown legacy households (e.g., those who are members of a local church, whose parents or ancestors

attended Torrence-Lytle H.S., etc.). The program could work together with peer-to-peer coaching or the financial literacy support offered by the Ada Jenkins Center to households in making home purchases.

Steps to Launch a Soft Second Program:

- 1. Community defines eligibility requirements for the Soft Second Mortgage.
- 2. Community organizations, perhaps working with philanthropic partners, CDFIs/banks, the County and/or nonprofits, establish soft second mortgage terms (e.g., loan size, forgiveness timeline).
- 3. The Community, through its CBOs and nonprofit partners, coaches residents and members of its network (e.g., Torrence-Lytle alumni network) to apply for the soft second program.
- 4. CBOs track and review the soft second program uptake and results.

C6 | LEGAL AID & TENANT-OWNER MEDIATION

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Work with nonprofit organizations to secure free or low-cost legal support for tenants facing eviction, as well as homeowners facing foreclosure. *Provides services for third-party mediation and legal support to tenants and at-risk homeowners.*

Community Efforts: The Community Based Organizations can partner with local nonprofit and legal aid organizations, connect tenants and owners to mediation and legal aid, and share information about tenant rights.

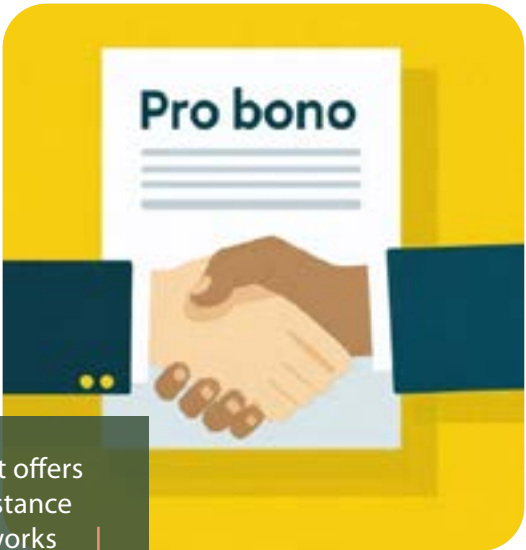
 Advance Human dignity and Justice

Human dignity and justice require equitable systems for resolving problems. Historically, limited access to legal knowledge and representation has led to unjust outcomes. By creating opportunities for residents to understand their legal rights, we empower them to protect their homes and assets, advancing both dignity and justice.

Town Efforts: The Town could support educational efforts to connect to resources. The County’s Community Resource Center can work with community members directly to secure tenant aid and resources.

Steps to Secure Legal Resources:

- 1. Pottstown CBOs establish partnerships with legal aid nonprofits and mediators, such as Legal Aid NC.
- 2. CBOs facilitate housing mediation services via public/nonprofit resources.
- 3. CBOs publicize tenant rights and support resources in Pottstown.
- 4. CBOs track cases and evaluate/adjust mediation approaches.



NC Pro Bono Resource Center’s Housing Stability Pro Bono Project offers support to tenants facing housing instability, providing legal assistance and connecting them with resources. Mecklenburg County also works with N.C Legal Aid and Charlotte Center for Legal Advocacy to offer resources for eviction prevention for low-income tenants.

C7 | COMMUNITY LAND TRUSTS (CLT’S)

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Establish a nonprofit Community Land Trust (CLT) to acquire and hold home properties under shared ownership and community stewardship. Governed by nonprofit stewards, CLT homeowners, and neighbors, a CLT would reduce speculative buyouts of historic properties, stabilize the local housing market, allow equity-building in homeownership, and ensure permanent affordability. Grounded Solutions Network can provide guidance in establishing a CLT, as they did for the West Side CLT, Charlotte’s first CLT. *Preserves affordability for generations while building community wealth.*

Community Efforts: Set up a CLT steering group to engage the Grounded Solutions Network in getting started, possibly launched by one of Pottstown’s CBOs. We recommend a committed group of a dozen members meeting monthly to educate themselves about the CLT model and disseminating information to residents. It is highly recommended to send a few individuals to attend the annual Grounded Solutions gathering.

Town Efforts: The Town could explore the formation of a CLT in Pottstown, including potential zoning incentives that could be applied through an overlay approach (Tool B1).



Strengthen Community Assets

A Community Land Trust (CLT) preserves housing affordability, stabilizes neighborhoods, and builds community wealth. By keeping land in community hands and reducing speculation, a CLT protects housing as a shared asset while empowering residents with equity and long-term stability.

Steps to Launch a CLT:

- 1. Community (through the coalition or a CBO) forms a CLT exploratory committee.
- 2. Exploratory committee launches a CLT 501c3 and creates a CLT business plan through expert consulting channels.
- 3. Town adopts an incentives framework for CLT donations (if any).
- 4. Community secures land/homes and funding to get the CLT started.
- 5. Agencies + Nonprofits + Community continue to collaborate to expand the CLT portfolio.

C8 | NONPROFIT HOUSING & COMMUNITY DEVELOPMENT CORPORATIONS

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Create a Community Development Corporation (CDC) or partner with nonprofits that build and manage affordable housing, rehab properties, and support residents with housing. Empowering them expands capacity for community-driven development. An option is to work with organizations like Habitat for Humanity and Lake Norman CDC to resource opportunities in Pottstown. *Provides trusted, mission-driven partners for long-term community investment.*

Community Efforts: Explore the potential to create a CDC by expanding the capacity of one of Pottstown’s CBOs to take on development work. Alternatively, partner with nonprofits as volunteers and advocates, provide local knowledge to shape housing priorities, and support fundraising and advocacy campaigns for housing development projects.

Town Efforts: The Town will explore incentives and approaches to support single-family housing development. It can also streamline approvals for nonprofit housing projects and integrate nonprofits into housing strategies, particularly when participating in development projects incorporating a Public-Private Partnership.

Taking the First Step to Enact a Pottstown-based Affordable Housing Initiative:

- 1. Community expands the capacity of a local group to create a CDC based on existing opportunities for infill housing development or home restoration in Pottstown.
- 2. Town + Community explore potential partnerships with nonprofit partners active in the region.
- 3. Community and its partners secure land, homes or funding for first projects.



QC Family Tree, a grassroots nonprofit led by Shamaie Haynes, creates affordable rental homes. It supports resident leadership and advances anti-displacement efforts to protect the neighborhood’s deep African American heritage. Their work offers a valuable model that could lend direct expertise to Pottstown CBOs as they explore community-led housing and preservation.

Image from qcfamilytree.org

C9 | PARTNER WITH A QUARTERBACK ORGANIZATION

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: A “Quarterback Organization” acts as a central hub, coordinating government, nonprofits, and residents. Working with the Ada Jenkins Center, it administers housing, financial literacy, and quality-of-life initiatives, ensuring services reach households efficiently, avoid duplication, and are tailored to need. This “quarterbacking” mission can also coordinate with CLTs, nonprofit housing development, schools, child development centers, churches and Community Development Corporations. *Brings multiple players together for aligned, multi-service impact.*

Community Efforts: Collaborate with the Ada Jenkins Center and rail corridor communities to pool nonprofit staff and resources for Pottstown, Smithville, West Davidson, and other corridor communities. Partner and ally with these communities to create a strategic coalition. This can attract regional partnerships and resources and benefit residents by implementing a coordinated preservation strategy for each at-risk community. It can help leverage greater resources to implement resources across agencies that can meet and serve the needs of residents at risk of displacement.

Town Efforts: Collaborate at the regional scale to work with a Quarterback nonprofit and continue to support coordination with regional partners for Pottstown’s preservation.

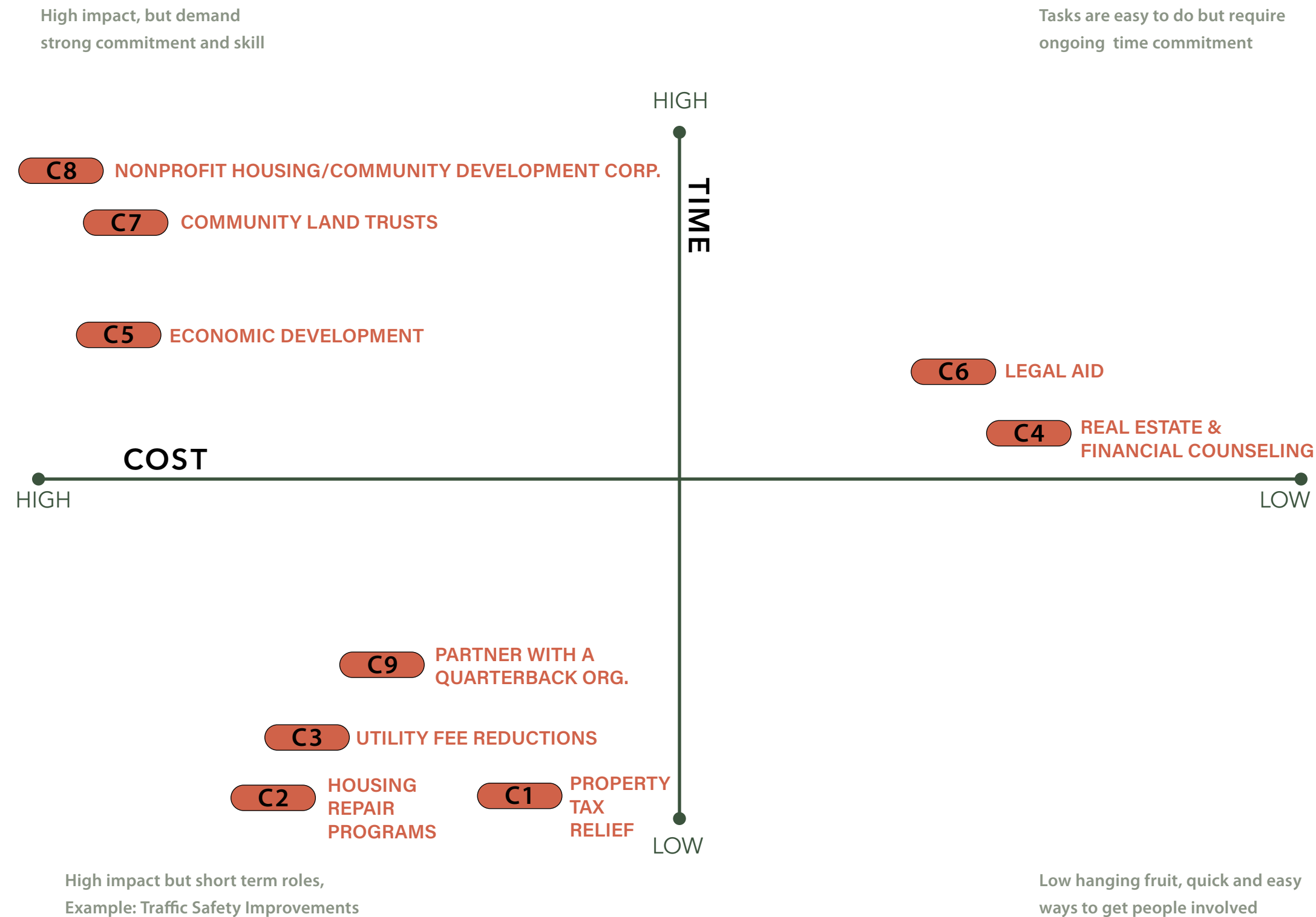


Strengthen Community Assets

Preserving and strengthening Pottstown’s community is a daily effort that can use nonprofit staff, programmatic resources and collaboration with regional partners. A mission-driven quarterback organization can bring expert staff dedicated to efforts and programs that protect and serve Pottstown’s community.

Potential Actions:

- 1. Town + Community facilitate a demographic analysis of the Pottstown Community. Beyond an ethnographic study, quality of life factors such as education, medical and food nutrition needs, and economic data of the population would be vital to understand community needs when submitting for grants and programs. A quarterback organization can utilize this information to target resources to serve resident needs.
- 2. Town + Community work to coordinate cross-jurisdictionally to build corridor wide partnerships securing a hub of resources.
- 3. Town + Community partner with historic peer communities to evaluate outcomes, trade lessons, and shape the role of the Quarterback organization to mobilize for Pottstown’s special needs and conditions.



COMMUNITY EMPOWERMENT

CONCLUSION

Through a mixture of costs and/or time commitment, the tools in Toolkit C will require a bit more dedication and resources, relatively speaking, than those represented in the other Toolkits. It is best to ask the question: “What are we in Pottstown already good at?”, and build from that base.

An important approach to each Tool is to partner with regional partners and providers to achieve elements with available resources, staff and expertise. Some simply require advocacy (Utility Fee Reductions and Property Tax Relief), but the rest may require effective partnerships and ample doses social entrepreneurship, fundraising and volunteer labor.

These are great tools to mobilize around and build strong bases for community organizing, thus empowering the community. Communities in the Charlotte-Mecklenburg region, including Pottstown, prove that these elements can be planned and implemented successfully.

3.4 TOOLKIT D

PUBLIC & NONPROFIT INVESTMENTS

INTRODUCTION

Public investments—such as walkable streets and safer crossings—were a recurring concern throughout the community engagement workshops for the Pottstown Community Preservation Plan. Traffic calming requests and the active pursuit of federal grant funding for infrastructure improvements have been ongoing throughout the Pottstown Community Preservation Planning efforts. In Pottstown, ensuring that investments such as these address areas of historic disinvestment is important to correcting inequities that still disadvantage the community.

For public sector investments, jurisdictional partners often invest in neighborhoods through public processes, creating Capital Improvement Plans (CIPs), park master planning and design, and publicly owned facility upgrades. At the neighborhood level, priorities are shaped through community input. While often focused on public safety and transportation, these investments can also be coordinated to support preservation opportunities.

Community investments may also extend beyond municipal projects to include housing and other community development initiatives. Partnerships—whether through public-private collaborations or nonprofit organizations—are key to enhancing outcomes. Central to preservation efforts are funds and programs addressing housing stability, historic preservation, small business retention, and cultural representation through a mixture of public and philanthropic sources.

While there are several publicly-owned properties in Pottstown, Toolkit D does not address improvements to those owned by Mecklenburg County or others (e.g., such as those to be implemented on the 31-acre property owned by Mecklenburg County). The Pottstown Community must engage separately with Mecklenburg County and other partners to coordinate additional investments through their established processes.



Image from charlotteobserver.com



Image from charlotteobserver.com

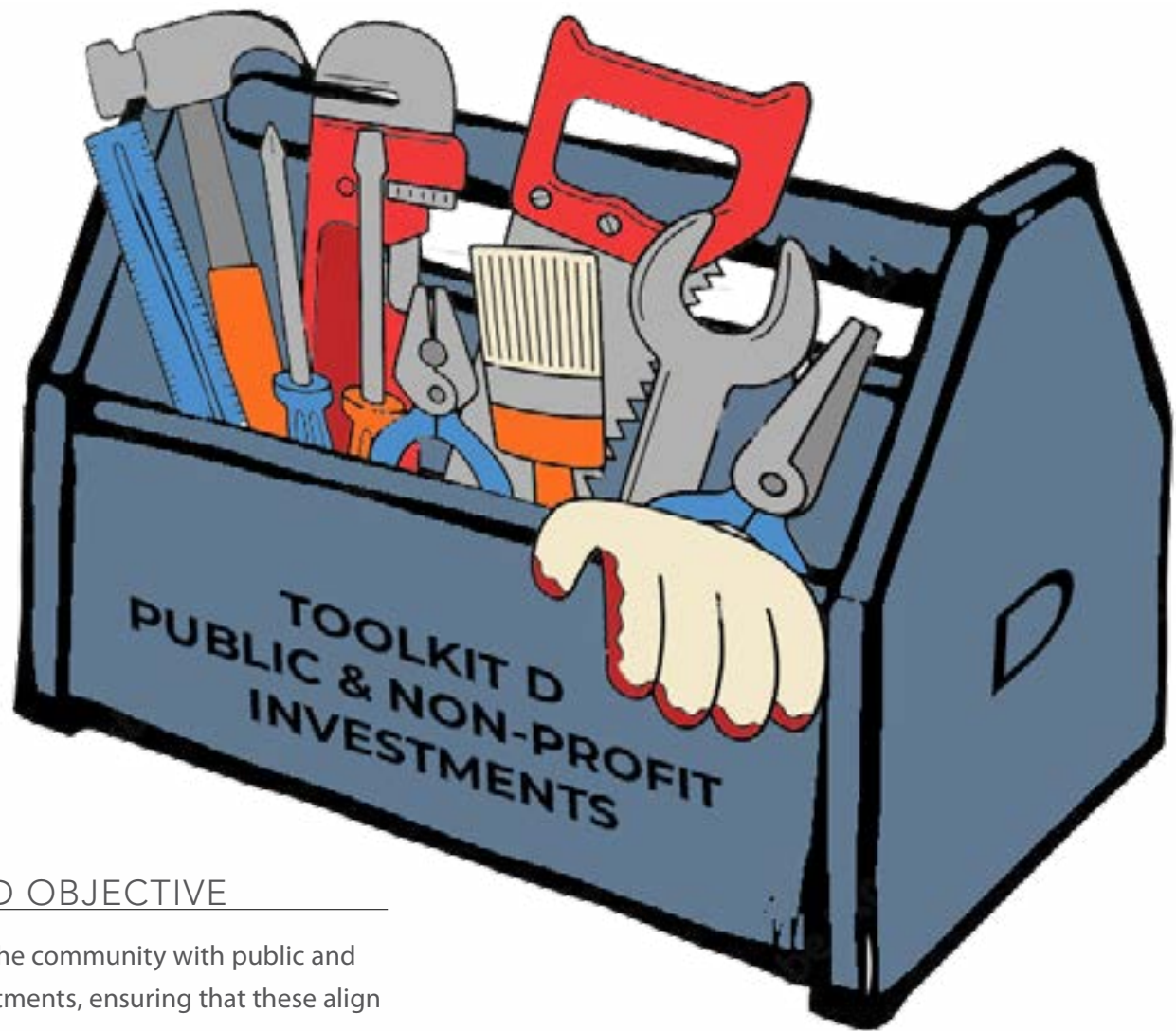


Image from WBTV.com

5 POINTS PLAZA

An example of public improvements for community empowerment and self-representation is the investments for 5 Points Plaza in Charlotte’s Historic West End, which is a City of Charlotte public space project that supports the reactivation of historic shop spaces for minority-owned businesses. LISC Charlotte and the Knight Foundation are currently supporting the Historic West End Partners and the Five Points Community Collaborative to program the Plaza and develop a food co-op taking advantage of the enhanced public space.

TOOLKIT D ELEMENTS



TOOLKIT D OBJECTIVE

To strengthen the community with public and nonprofit investments, ensuring that these align with community priorities and deliver visible, lasting benefits for Pottstown families.

These tools can improve the built environment while also strengthening neighborhood vitality and opportunity with a mixture of public and nonprofit sources. Besides public improvements, such investments are often executed through partnerships, aligning with private, nonprofit, and regional resources of funding for housing, historic research, historic designations of cemeteries, cultural programming and so forth.

STRATEGIES

- D1 | INFRASTRUCTURE UPGRADES
Modern, reliable infrastructure lays the foundation for safe and thriving communities. *Improves streets, sidewalks, stormwater, and utilities to protect homes and support daily life.*
- D2 | COMMUNITY IDENTITY AND SIGNAGE
Visible neighborhood identity fosters pride and celebrates local history. Public investment in signage and community identity landmarks strengthens community pride and visibility. *These investments make neighborhoods more recognizable and reinforce their cultural and historic importance.*
- D3 | HISTORIC MEMORIALIZATION ALONG TRAILS
The Seam Trail can be a community connectivity asset that brings representational benefits to Pottstown. Strategic upgrades can introduce wayfinding signage, community identity and interpretive elements such as public art and monuments along the trail to announce and educate trail users to the history, and cultural assets within Pottstown. *Expands walkability while celebrating Pottstown's legacy.*
- D4 | COMMUNITY CEMETERIES
Establish a community work group to find sources of funding or support to secure, document, improve and preserve the cemeteries. *Protection of cemeteries safeguards cultural memory and ensures future generations can continue to link their heritage to Pottstown.*
- D5 | TORRENCE-LYTLER COMMUNITY CENTER OUTDOOR ENHANCEMENTS
Based on community workshop input, the Torrence-Lytle Community Center (Dellwood Center) needs to improve off-street parking and a workable solution for the drive entry area. Residents also recommended improving the grounds of the Torrence-Lytle Community Center to support outdoor community activities and integration with future trails potentially in the 31-acre County property. *Enhances the use of the site for community gathering and storytelling.*
- D6 | FUNDING FOR AFFORDABLE & MIXED-INCOME HOUSING DEVELOPMENT
Investment in housing keeps families rooted in Pottstown. Funding support—through gap financing, land donations/99-year ground leases, or public and nonprofit grants—can help deliver affordable and mixed-income housing. This ensures new development serves existing residents and prevents displacement. *Ensures growth includes affordable, stable options for long-term residents.*
- D7 | ARTS & CULTURE INVESTMENTS
Plug in the SculptOUR program or other public and nonprofit sources of funding for arts programs, cultural programs, and history education. Investments can include restoring historic buildings for cultural use and performances, commissioning public art, and creating programs for local artists, local cuisines, cultural activities, music and learning. Seek nonprofit sources of funding to preserve cultural landmarks and historically significant homes tied to African American and marginalized histories. *Celebrates history, fosters pride, promotes economic vitality through cultural investment, and elevates local talent.*

D1 | INFRASTRUCTURE UPGRADES

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Strategic investment in modern, reliable infrastructure ensures that Pottstown remains livable, accessible, and healthy, laying the foundation for safe and thriving communities. By planning and prioritizing new improvements with the Community, the Town can address flooding issues, improve walkability, calm traffic speeds, and modernize utility systems in ways that benefit residents and improve the community’s quality of life. *Improves streets, sidewalks, stormwater, and utilities to protect homes and support daily life.*

Community Efforts: The Community can assist the Town to identify priority streets and trouble spots, share experiences or first-hand knowledge of flooding, poor drainage or unsafe conditions, and assist the Town to equitably plan and stage infrastructure upgrades

Town Efforts: The Town of Huntersville will secure funding, plan phased improvements, and design upgrades that respond to resident priorities. The current and future Town-involved projects are listed on the following pages.

Typical Planning and Improvements Cycle (Repeat Periodically):

1. Town + Community jointly identify needs and problem areas.
2. Town + Community co-create a list of priority projects.
3. Town identifies funding and implements upgrades with ongoing communication.
4. Town updates Community on the status of infrastructure projects (a great opportunity for this would be at the Annual Pottstown Preservation Awards and Update – see Tool A4).



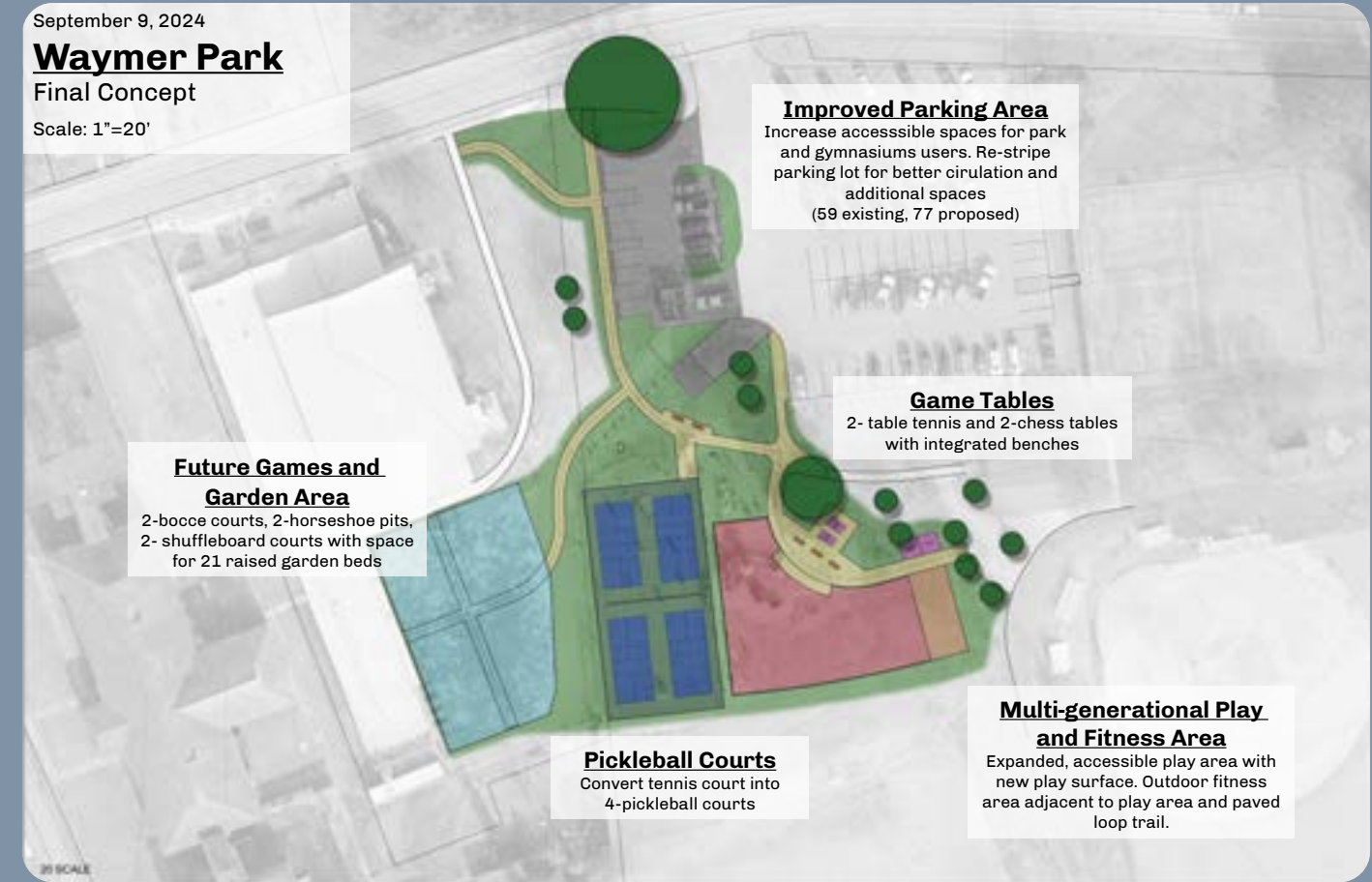
The constructed wetlands along the Little Sugar Creek greenway are an example of a stormwater and green infrastructure project, which restored an active wildlife corridor between Uptown and Midtown Charlotte.

Image from wildlandseng.com

Current Town-Involved Projects

The Town of Huntersville is currently working on several infrastructure improvements in the Pottstown Community including:

- Waymer Park is receiving new improvements, as depicted in the image below.
- A traffic calming study on Dellwood Drive resulted in two speed humps being installed in Summer 2025 and a post-study evaluation of speeds along the street will begin soon.
- A Downtown Stormwater study is underway, which includes the Pottstown Community, that will inventory existing facilities and needs and look to identify regional stormwater solutions.
- Sidewalks and multi-use path improvements along Dellwood Drive, Holbrooks Road, and Central Avenue are included in a Town-sponsored application to the Federal Better... Grant Program. The Town plans to reapply to this funding program again when available, or identify other funding opportunities.
- The Town is studying how to improve crossing NC 115 at Holbrooks and how to connect sidewalks along Holbrooks, from NC 115 across the railroad tracks to the existing sidewalks east of Central Avenue. This project requires coordination with and approval from NCDOT, CATS, and Norfolk Southern Railroad
- The Town is studying how to improve the intersection of Central Avenue and Holbrooks Road to improve driver compliance with stop signs and increase pedestrian safety. This study and its recommendations will be coordinated with the traffic calming study along Central Avenue.



- The Town’s Capital Improvement Plan (CIP) includes funding to connect Church Street from Dellwood Drive to Holbrooks Road. This project and its funding have been included in the BUILD Grant applications as local match funding.
- A traffic calming study is underway on Central Avenue, and near-term and long-term options are being evaluated at the time of the writing of this report. One near-term solution being considered is “Advisory Shoulders” between Dellwood Drive and Holbrooks Road (see the Advisory Shoulder description on pages 94-95 for details).
- Truck traffic and speeds along Holbrooks Rd. is a concern for residents. The removal of truck traffic from Holbrooks Road is part of an approved rezoning with Greenway Waste and is to occur on or before 2034. The provision of a 10’ multi-use path along Holbrooks Rd. to connect Pottstown/Waymer Park to Waymer Aero Park (across from Greenway Waste Solutions) is also being considered to address the safety of pedestrians along Holbrooks Road. Greenway Waste is proposing to build a portion of 10-foot sidepath along their frontage; Town Staff is recommending connecting path to Waymer Park. The BUILD Grant, mentioned above is also a potential funding source for this multi-use path.

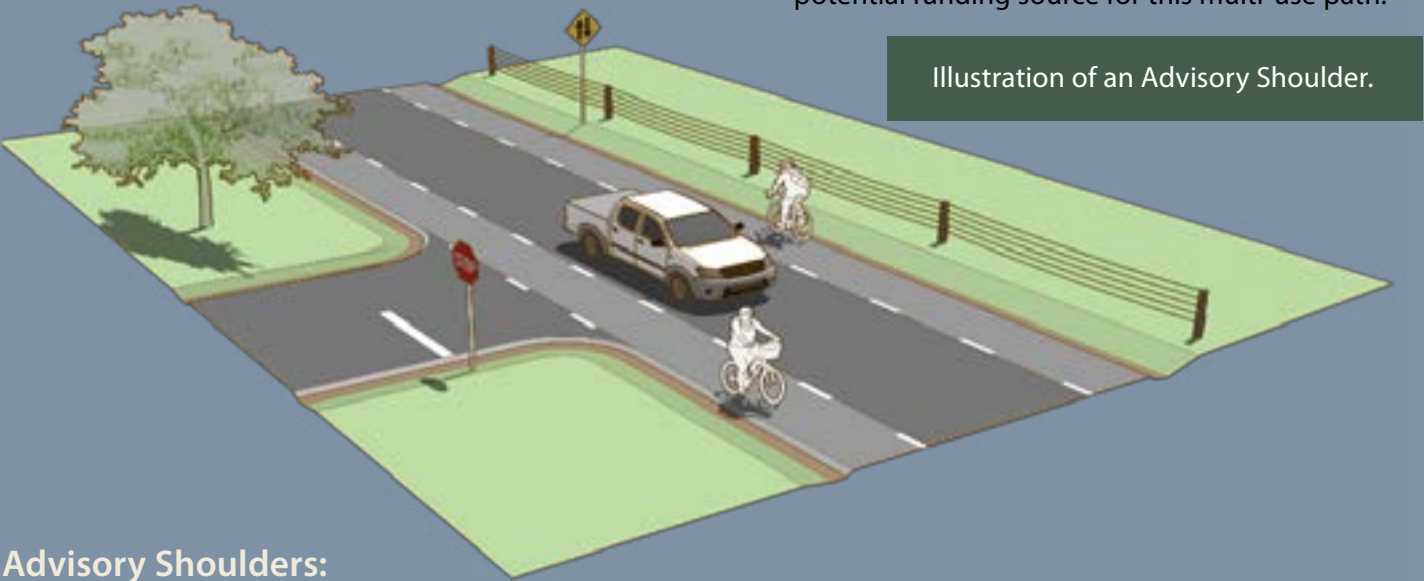


Illustration of an Advisory Shoulder.

Advisory Shoulders:

Advisory Shoulders create usable shoulders for bicyclists and pedestrians on a roadway that is otherwise too narrow to accommodate one. The shoulder is delineated by pavement marking and optional pavement color. When motor vehicles traveling in opposite directions meet, motorists may need to enter the advisory shoulder to create sufficient space to pass (See Figure 2, on page 93). Motorists may only enter the shoulder when no bicyclists or pedestrians are present and must overtake these users with caution due to potential oncoming traffic. Roads with advisory shoulders accommodate low to moderate volumes of two-way motor vehicle traffic and provide a prioritized space for bicyclists and pedestrians with little or no widening of the paved roadway surface. Experimental approval from the Federal Highway Administration (FHWA) is required to use this traffic control treatment. For more information on Advisory Shoulders, see the FHWA Small Town and Rural Multimodal Networks Guide, available here: <https://www.transportation.gov/grants/dot-navigator/small-town-and-rural-multimodal-networks>

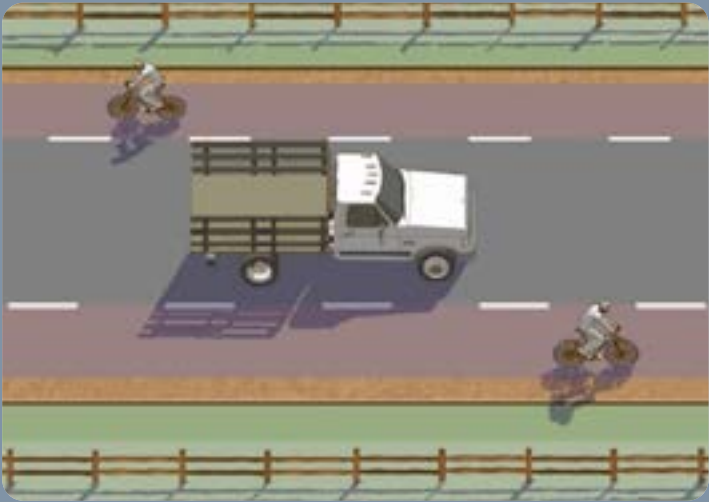


FIGURE 1
Motorist Travel in the center two- way travel lane. When passing a bicyclist, no lane change is necessary.

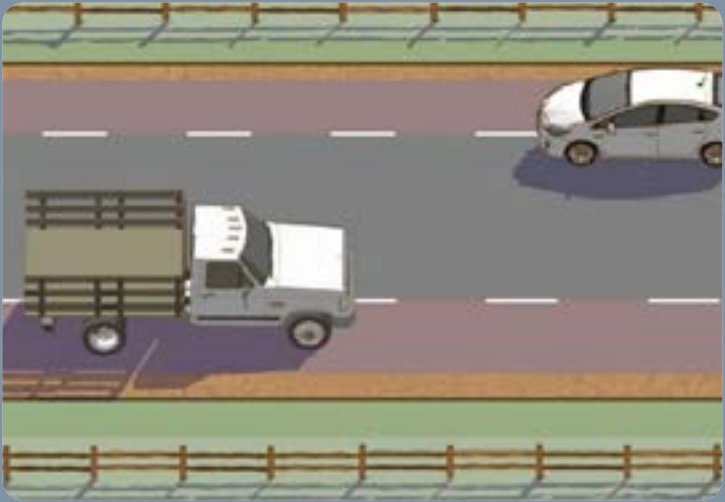


FIGURE 2
When two motor vehicles meet, motorist may need to encroach into the advisory shoulder space.

Future Town-Involved Projects:

There are also opportunities for future infrastructure improvements in the Pottstown area that have been identified by the community as part of the Pottstown Community Preservation Plan. These include:

- The Town has received a request from the Pottstown community to study whether trucks are travelling on Church Street, south of Holbrooks Road, to Commerce Station (Southwire industries & Reynolds Consumer Products), rather than using the Verhoeff Drive overpass. Concerns about truck speeds and damage to mailboxes is a concern.
- The Town has received a request from residents to lower the speed limit on Holbrooks Rd. The Town is coordinating with NCDOT to evaluate this.
- The extension of Verhoeff Drive, east of NC 115 to Prosperity Church Road, and the extension of Ferrelltown Parkway, from Huntersville-Concord Road to Eastfield Road, are part of the regional long-range transportation plan known as the Comprehensive Transportation Plan, which is managed by the Charlotte Regional Transportation Planning Organization (CRTPO). These are major infrastructure improvements in the vicinity that can potentially impact mobility and access in the area.

Image from www.transportation.gov

D2 | COMMUNITY IDENTITY AND SIGNAGE

TIME   

COST \$ \$ \$

Description: Visible community identity fosters pride and celebrates local history. Investment in signage and neighborhood identity landmarks strengthens community pride and visibility. Common elements include neighborhood sign toppers, wayfinding systems, gateway markers, and historic markers that honor the past while guiding residents and visitors. *These investments make neighborhoods more recognizable and reinforce their cultural and historic importance.*

Celebrate African American Heritage

Public markers and visible recognition help preserve the stories and impact of those who shaped our communities and inspire the next generation, reminding us of the foundation Pottstown stands on.

Community Efforts: The Community helps design signage, identify stories, sites, and themes to highlight, and periodically revisits the neighborhood identity installations to clean and refresh installed features.

Town Efforts: Town provides design support and coordination with historic preservation bodies to ensure signage integrates with broader streetscape efforts.

Continuing the momentum:

1. Community documents neighborhood stories and assets to memorialize with signage installations, collaborating with artists and historians.
2. Town + Community coordinate identity and sign toppers with Town standards, collaborating with artists and historians.
3. Town + Community coordinate to install and maintain elements.

D3 | HISTORIC MEMORIALIZATION ALONG TRAILS

TIME   

COST \$ \$ \$

Description: The future trails in the Pottstown area (such as the “Seam Trail” along Church Street) can become community connectivity assets that bring representational benefits to Pottstown. Strategic upgrades can introduce wayfinding signage, community identity and interpretive elements, such as public art and monuments along the trail to announce and educate trail users to the history and cultural assets within Pottstown. They will also connect residents to the regional trail system. *Expands walkability while celebrating Pottstown’s legacy.*

Community Efforts: Pottstown has an opportunity to think about how to memorialize its history along trails. Look to trails in the region for inspiration, like the Crestdale trail in Matthews and The Purposeful Walk at The Pearl in Brooklyn. Work with artists and local historians to produce materials for telling stories about Pottstown and collaborate with the Town on the design of elements imprinting and highlighting Pottstown’s legacy along the trails.

Town Efforts: The Town of Huntersville can work with the Community to coordinate the inclusion of an interpretive layer of art, history-telling and cultural heritage representation along trails. Also, utilize the Town’s SculpTOUR program to bring in the work of local artists.

KEY STEPS

- 1

Community documents community stories and assets to memorialize with signage installations, collaborating with artists and historians.
- 2

Town + Community coordinate signage design and features to meet Town ordinance standards.
- 3

Town + Community coordinate to install and maintain elements.

D4 | COMMUNITY CEMETERIES

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Establish a community work group to find sources of funding or support to secure, document, improve and preserve the cemeteries. *Cemetery improvements ensure cemeteries are respected, visible, and integrated into the community’s narrative of place and memory.*

 Celebrate African American Heritage

Protection of cemeteries safeguards cultural memory and ensures future generations can continue to link their heritage to Pottstown.

Community Efforts: Partner with churches, historians and genealogists to research and document graves; volunteer for cleanup and restoration; organize remembrance events; and create a long-term management plan. Coordination may be needed with Charlotte-Mecklenburg Historic Landmarks Commission (HLC) and State preservation agencies, such as contacting the NC Office of State Archaeology (OSA) to historically designate the cemetery sites.

Town Efforts: The Town can explore securing technical assistance to the Community for research and cemetery improvements. The Huntersville AME Zion Church and the United House of Prayer may need assistance securing their cemeteries within their

landholdings (based on GIS parcel data). By working with the AME Zion Church and their adjacent neighbors, the South Church Street Extension Project can help mobilize real estate solutions to secure the AME Zion cemetery within the Church’s property holdings. Surveying work for the project could be the first critical step needed to understand the needs. The Town can also coordinate with the County to study the need to provide or acquire right-of-way on HLC and County-owned land by the cemetery at the House of Prayer (next to Waymer Park and the Torrence-Lytle H.S.). This might be needed to both secure the cemetery as it exists for preservation as well as to serve as access to the homes just east of the House of Prayer cemetery.

- Recommended Actions to Secure Cemeteries:**
1. Community and churches create a work group to research, survey, document and, if appropriate, to historically designate cemetery sites with NC OSA.
 2. Churches develop cemetery preservation and improvement plans.
 3. If and where needed based on parcel boundary surveys, Town coordinates with and assists churches to rectify and align parcel boundaries to secure the cemeteries into their property holdings.
 4. Collaborating with the available cemetery preservation resources in N.C., Community and churches implement protection, restoration, and community education.

D5 | TORRENCE-LYTLLE COMMUNITY CENTER OUTDOOR ENHANCEMENTS

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Based on community input, the Torrence-Lytle Community Center (formerly known as the “Dellwood Center”) requires site improvements to support its role as a preserved Rosenwald School and active cultural hub. Priorities include addressing off-street parking and driveway access, while also enhancing the outdoor grounds to host community activities, cultural events, and potential trail connections to the County’s adjacent 31-acre property. *These enhancements strengthen the site’s role as a gathering place for storytelling, intergenerational programming, and cultural celebration.*

Community Efforts: Give the Town input on the Torrence-Lytle Community Center’s exterior site improvements and assist the Town to program and maintain community amenities.

Town Efforts: The Town will explore adding site improvements in collaboration with the community, ensuring upgrades align with the historic character of the school. The Town will also coordinate with Mecklenburg County to possibly integrate enhancements, which may include trails and natural amenities on the neighboring 31-acre parcel.

- Steps Ahead:**
1. Town + Community collaborate to plan outdoor improvements, ensuring accessibility and cultural relevance.
 2. Town + Partners pursue funding sources (grants, cultural preservation funds, park bond allocations) to design and implement enhancements.
 3. Town + Community jointly program and maintain new amenities to ensure active and sustainable use.

 Strengthen Community Assets

By preserving the Rosenwald School with refreshed indoor and outdoor amenities, the Town and community can create a vibrant center for education, culture, and recreation. This ensures Pottstown retains its deep historic roots while offering resources and spaces for future generations.

Preserving Rosenwald Schools: Funding Sources

- 1 National Trust for Historic Preservation – African American Cultural Heritage Action Fund
- 2 National Park Service – African American Civil Rights Grants
- 3 Institute of Museum & Library Services – Museums for America
- 4 State Historic Preservation Office – Preservation Grants
- 5 Local/Regional Foundations (e.g., Z. Smith Reynolds & Foundation For The Carolinas in NC)



Billingsville School (Grier Heights, Charlotte, NC): The Crossroads Corporation, under the leadership of Don Gately, led the restoration for this Rosenwald School as a neighborhood hub. Funding partners included the National Trust for Historic Preservation, Wells Fargo Foundation, Habitat for Humanity, the Philip L. Van Everly Foundation and Snyder’s-Lance (the snack food company that donated a substantial amount toward the costs), and Myers Park Presbyterian Church.

D6 | FUNDING FOR AFFORDABLE & MIXED-INCOME HOUSING DEVELOPMENT

TIME ⌚ ⌚ ⌚

COST \$ \$ \$

Description: Investment in housing keeps families rooted in Pottstown. Throughout the planning process, community members suggested that some of the parcels outside of Pottstown, such as the former hospital site, were ideal to create opportunities for affordable housing that the community could support, particularly housing for seniors. Funding support from public and nonprofit/philanthropic sources—through gap financing, land donations/99-year ground leases, or public and nonprofit grants—could help deliver affordable and mixed-income housing. This ensures that new development serves existing residents and lessens the potential of community members being displaced. *Ensures growth includes affordable, stable options for long-term residents.*

Community Efforts: The Community partners with nonprofits to address housing needs, advocates for equitable allocations in new projects, and monitors project outcomes. See also the potential to work with Community Land Trusts (Tool C7) and nonprofit developers (Tool C8) as a method to create Affordable Housing.

Town Efforts: The Town of Huntersville dedicates funding and/or land acquisition for affordable housing. Town may explore establishing a housing trust fund and/or incentivize nonprofit and private developers to provide housing through a regulatory approach.

Actions to Consider Undertaking:

1. Community assesses existing and long-term housing need in Pottstown.
2. Town + Community identify funding sources or potential partnerships to develop affordable housing meeting local needs.
3. Town takes a lead in coordinating with affiliated agencies to explore funding or financing mechanisms to help sponsor projects.
4. Town, Agencies + Community launch partnerships to construct affordable/mixed income housing projects.



Foster Community Belonging

By enabling Pottstown residents to remain securely housed in and near Pottstown, the community can ensure that its members can participate integrally in the life and activities of Pottstown. This is especially true for its aging population, who sustain the living links of families to the Pottstown community.

D7 | ARTS & CULTURE INVESTMENTS

TIME



COST

\$ \$ \$

Description: Investing in heritage and creativity strengthens Pottstown’s identity. Strategies here include plugging into the SculpTOUR program or other public and nonprofit sources of funding for arts programs, cultural programs, and history education, including research, training and capacity-building support to sustain cultural activities. Investments can include restoring historic buildings for cultural use and performances, commissioning public art, and creating programs for local artists, local cuisines, cultural activities, music and learning. The Community can also work with nonprofit sources of funding to preserve cultural landmarks and historically significant homes tied to African American and marginalized histories. *Celebrates history, fosters pride, promotes economic vitality through cultural investment, and elevates local talent.*

Community Efforts: The Community, through its local organizations and partners, leads cultural programming, identifies ways to steward and program historic assets, contributes talent and implements and resources cultural programs.

Town Efforts: The Town of Huntersville continues to provide funding, technical assistance, and staffing support through the Parks and Recreation department, and—where possible—streamlines programming and processes by forging partnerships with the Community and its cultural groups and institutions.

KEY STEPS

- 1

Town + Community document assets and identify priority programs to resource.
- 2

Town + Community implement arts and culture initiatives.

Potential Sources of Funding and Assistance for Research, Cultural Programs and Historic Preservation:

While sources of federal funding are no longer available or may be discontinued, the Town and Community can explore how to shore up cultural programming with funds and resources to research, designate, program and improve historic landmarks. Sources of funding in the past have included:

- 1

African American Cultural Heritage Action Fund (National Trust for Historic Preservation): Provides grants for capital improvements, site interpretation, and programming at historically significant African American sites, including Rosenwald Schools.
- 2

North Carolina African American Heritage Commission – Technical Assistance: Can assist local affiliates with expertise to identify funds for education, research, arts and culture, community engagement and preservation projects.
- 3

NC State Historic Preservation Office (SHPO) – Historic Preservation Fund (HPF): Offers federal pass-through 60% matching grants for publicly owned preservation projects (like the Torrence-Lytle Community Center); eligible uses include site rehabilitation, exterior improvements, and interpretive projects.
- 4

NC State Historic Preservation Office (SHPO) – Survey & Planning Grants: Funds local governments and nonprofits to conduct historic surveys, which may include cemeteries, as a step toward National Register designation.
- 5

Certified Local Government (CLG) Program (also via SHPO): Towns with CLG status can access special funding for preservation planning, design, and site improvements tied to historic resources.
- 6

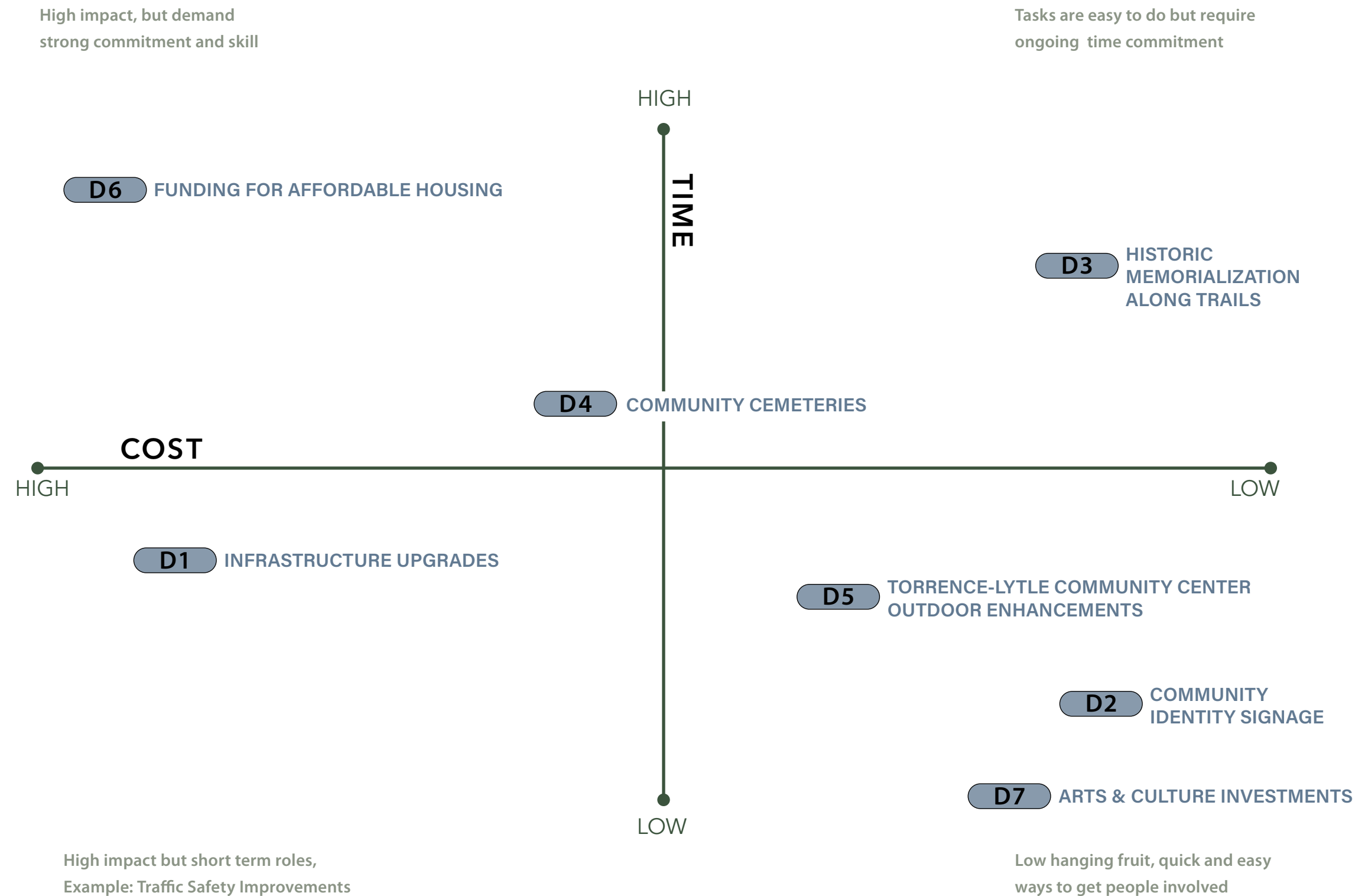
Z. Smith Reynolds Foundation (NC): Grants focused on community development, cultural heritage, and strengthening community assets.
- 7

National Park Service – African American Civil Rights: Grants Funds projects that document, interpret, and preserve African American history, which can include Rosenwald School rehabilitation and cultural programming.
- 8

NC Office of State Archaeology – Cemetery Survey Program: Provides technical guidance and occasionally small grants or partnerships for mapping and documenting historic cemeteries.
- 9

UNC Chapel Hill’s Southern Historical Collection & Digital Heritage Center: May partner at times with communities through its initiatives to preserve records and oral histories.
- 10

Private, Faith-Based & Philanthropic Partners:
 - Foundation For the Carolinas (Charlotte-area focus): Often funds public space and cultural heritage projects that strengthen community identity.
 - Local Corporate Foundations (Duke Energy, Lowes, Bank of America, Truist): Regularly support community and cultural initiatives with built environment components.
 - Faith-Based or Denominational Foundations: Some denominations support preservation of affiliated cemeteries.



COMMUNITY EMPOWERMENT

CONCLUSION

Nonprofit investment in the community, through a mixture of philanthropic, institutional and private sources, will always require a strong commitment to search for funding programs, including writing grant applications, and cultivating partners strategically. Community-Based Organizations can often get good at these tasks. The funding for things like affordable housing and cultural programming can come in waves, but organizing experience tells us that one win can quickly transform into another, granting a great boost to morale and community mobilization.

On the public sector side, the Seam Trail design work may take a while to manifest, but improvements and signage for community identity can provide good short-term project opportunities mobilized with the Town, laying the foundation to celebrate Pottstown by creating Pottstown as a history-telling destination on the regional trail system. The Town can also implement exterior improvements to the Torrence-Lytle Community Center (Dellwood Center) and continue to upgrade the infrastructure of the community. For the latter, the Pottstown Community Preservation Plan recommends incorporating all of the ETJ areas of Pottstown into the Town.

4.0 CONCLUSION



4.1 | IMPLEMENTATION PLAN

The success of the Pottstown Community Preservation Plan depends not only on strong ideas but also on a clear, achievable path forward. This implementation timeline lays out a phased approach to ensure progress is both strategic and sustainable. It begins with “low-hanging fruit” in the first two years—early wins that build trust, address immediate needs, and lay the foundation for future work.

In years three through five, the focus shifts toward building momentum through stronger partnerships, new regulatory tools, and targeted investments that secure cultural and housing stability. Finally, in years six through ten, the plan emphasizes long-term strategies, institutional capacity, and sustainable funding mechanisms to protect Pottstown’s heritage and ensure lasting community impact.



LOW-HANGING FRUIT (YEARS 1–2, BY 2027)

The first two years focus on building momentum. A coalition of Community-Based Organizations (CBOs) will spearhead preservation initiatives and strategic planning, collect oral histories, implement research projects, and engage with developers to strengthen dialogue. The Town of Huntersville may adopt preservation-based zoning regulations and incentives and explore enhanced review measures with Charlotte-Mecklenburg Historic Landmarks Commission. Grassroots home repair efforts will expand through new and existing partnerships. Traffic calming measures will near completion, and the coalition will convene to discuss community identity signs/markers. Feasibility work for a Community Land Trust (CLT) will begin, alongside initiatives to document cemeteries, landmark schools, and historic homes. Workshops will also shape outdoor enhancements at the Torrence-Lytle Community Center (also known as the Dellwood Center).

Quick wins that could build credibility, address urgent needs, and establish the foundation for later work:

- **Process & Representation: Implement Toolkit A**
 - The coalition or CBOs (Pottstown Heritage Group, Mababu Live, partners) create a 5–10 year strategic plan and/or nonprofit business plan.
 - Begin structured oral history collection and mapping of cultural assets.
 - Institutionalize reporting and plan update processes (e.g., a “State of Pottstown” report at a community meeting).
- **Regulatory Tools: Exploration & Public Process**
 - Adopt Housing Stability regulations or incentives in the Zoning Ordinance (in an overlay or in the NR district) to reward rehab, adaptive reuse, and affordability.
 - Explore the feasibility of preservation-based zoning district enhancements or an overlay to strengthen neighborhood protections.
 - Undertake a public process to shape new regulations and adopt the amendments.
- **Housing Stability: Home Repair & Grassroots Housing Support**
 - Expand grassroots home repair efforts by partnering with organizations like Habitat for Humanity, Lake Norman CDC (and others) or leveraging weatherization programs in Mecklenburg County.
 - Secure donated materials and storage space.
 - Complete exploratory work to found a Pottstown CLT (Community Land Trust).
- **Public & Nonprofit Investments: Secure Preservation Partnerships**
 - Secure and improve, survey and research the historic cemeteries.
 - Add signage and tour/education program for Torrence-Lytle Community Center, Torrence-Lytle High School and other cultural anchors.
 - Work with Charlotte-Mecklenburg Historic Landmarks Commission and NC State Historic Preservation Office to initiate nominations for landmark designation of historic homes and cemeteries.
 - Host community design workshops for Dellwood/Torrence-Lytle Community Center outdoor enhancements.

Evaluation Checkpoint: At the end of Year 2, assess early successes (e.g., # of homes repaired, # of historic sites documented, \$ leveraged for repairs) and recalibrate goals.

SECURING MOMENTUM (YEARS 3–5, BY 2030)

This stage formalizes new tools and partnerships. Housing initiatives and financial coaching programs would launch, while residents, CBOs and churches gain training and support to use state and philanthropic resources for preservation. The first housing efforts would get started, providing affordable ownership opportunities for residents. Torrence-Lytle Community Center and other historic sites would undergo improvements and secure cultural programming, with new community identity and signage added, including an interpretive layer celebrating Pottstown along the Seam Trail.

The following items could be targetted for implementation within 5 years:

- **Process & Representation: Refine Toolkit**
 - Meet annually and celebrate victories.
 - Based on lessons learned from first meetings with developers, create an evaluation framework for projects, sharpen community processes and working groups, and govern through effective and unified advocacy.
- **Regulatory Tools: Complete Enhanced Controls and Incentives**
 - E.g., establish new tree canopy/environmental protections, enhanced demolition review period, etc.
- **Housing Stability: Secure Funding and Capacity for Strategies**
 - Create a Historic Home Repair Program supported by nonprofit + philanthropic partners.
 - Develop pipeline for residents to access state/federal preservation tax credits (SHPO training, technical support).
 - Using consultation through the Grounded Solutions Network, complete a business plan for a Pottstown CLT (Community Land Trust) based on a ground lease model. Ideally, by year five, also acquire the first properties for the CLT (Community Land Trust) and establish ground leases with the first pool of homeowners.
 - Through local Quarterback Orgs, link CLT or rehabbed properties to affordable housing programs with financial education and wraparound services.
- **Public & Nonprofit Investments: Secure Community Assets**
 - Complete first phase of Torrence-Lytle Community Center site improvements (namely: parking and driveway improvements).
 - Secure interpretive signage, historical markers and cultural programming, including art and cultural enhancements along the trail system (e.g., Seam Trail along the tracks).
 - Secure designation and rehabilitation/reuse or maintenance plans for historic homes, landmark building(s), and cemeteries.

Evaluation Checkpoint: By Year 5, prepare a Midpoint Report showing preserved/restored properties, homes repaired, ordinances amended, and funds disbursed. Use report to strengthen political support and attract grant funding.

STEADY BUILDUP FOR LASTING SYSTEMS (YEARS 6–10, BY 2035)

The final phase secures institutional capacity, such as a fully operational CLT or Community Development Corporation. Major Pottstown anchors, including historic schools and cemeteries, will be rehabilitated and protected. An annual “Preservation Awards and Update” meeting will sustain accountability and community voice.

Long-term strategies requiring sustained investment and institutional support:

- **Process & Representation: Secure the Future of Community Stewardship Systems**
 - Establish a Pottstown CLT or an equivalent nonprofit holding entity for affordability and preservation.
 - If pursuing, achieve SHPO Certified Local Government (CLG) status for Huntersville, opening access to direct federal pass-through grants.
- **Housing Stability: Continue to Secure Affordable Home-ownership for Pottstown Community Members**
 - Expand homeownership opportunities in partnership with CLT/nonprofits + banks/CDFIs + philanthropy.
- **Public & Nonprofit Investments: Secure the Future for Community Anchors**
 - Full rehabilitation and adaptive reuse of historic schools as cultural/educational centers.
 - Secure long-term conservation plans and designations for historic cemeteries.

Evaluation & Renewal: Conduct a Decade Review (2035) with Town + CBOs/coalition to assess milestones, reset goals, and identify new opportunities.

4.2 | ACTION STEPS BY TOOLKIT

TOOLKIT A | PROCESS & REPRESENTATION

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
A1 – Community Coalition	1	Convene community-wide meeting	CBOs, community leaders	\$	🕒
	2	Recruit members (CBOs, faith groups, residents)	Coalition organizing team	\$	🕒
	3	Hold first official meeting & set priorities	Coalition	\$	🕒
	4	Establish name, governance, admin workgroup	Coalition	\$	🕒
	5	Capacity building: grants, governance, law training	Coalition + United Way, County, nonprofits	\$\$	🕒
A2 – Community & Developer Discussions	1	Create a developer-community dialogue process	Coalition	\$	🕒
	2	Develop project dialogue tools + meeting processes	Coalition	\$	🕒🕒
	3	Hold voluntary developer meetings	Developers + Coalition	\$	🕒

TOOLKIT A | PROCESS & REPRESENTATION

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
A3 – Community Resource Webpage	1	Build community info webpage	Coalition + Town IT input	\$	🕒
	2	Maintain project updates & engagement	Coalition	\$\$	🕒🕒🕒
A4 – Annual Awards & Update	1	Plan annual preservation awards	Coalition	\$	🕒🕒🕒
	2	Present updates with Town/Agency partners	Coalition + Town/Agency staff	\$	🕒
	3	Recognize success & set new goals	Coalition	\$	🕒
A5 – Advisory Boards	1	Residents enroll in Huntersville 101	Community members	\$	🕒
	2	Track advisory board vacancies & encourage Pottstown reps to join	Coalition	\$	🕒
	3	Town appoints reps & provides training	Town Board	\$	🕒
	4	Advisory members report back on Pottstown matters	Community reps	\$	🕒

4.2 | ACTION STEPS BY TOOLKIT (CONT.)

TOOLKIT B | REGULATORY TOOLS

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
B1 – Preservation Zoning Overlay / Enhancements	1	Hold public workshops	Town Planning	\$\$	🕒
	2	Draft Zoning Ordinance Amendment	Town + Coalition	\$\$	🕒
	3	Adopt overlay / ordinance changes	Town Board	\$	🕒
B2 – Green Development Policies and Standards	1	Research & analysis of growing environmental risks (Huntersville-wide)	Town Staff	\$\$	🕒
	2	Draft local policy & standard updates	Town Staff	\$\$	🕒🕒
	3	Public hearing & adoption	Town Board	\$	🕒

TOOLKIT B | REGULATORY TOOLS

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
B3 – Protection & Conservation of Historic & Cultural Assets	1	Community, with Charlotte-Meck. Historic Landmarks Commission (HLC) and NC State Historic Preservation Office (SHPO), researches historic homes and cemeteries for historic designation	Coalition + HLC + SHPO	\$\$	🕒
	2	Coordinate historic designations & any enhanced protections with HLC	Town + HLC + SHPO	\$\$	🕒🕒
	3	Adopt any enhanced protections (for any new regulations beyond what is already in place today) into policy, procedures and/or Ordinance (see Tool B1)	Town Board	\$	🕒

4.2 | ACTION STEPS BY TOOLKIT (CONT.)

TOOLKIT C | HOUSING STABILITY

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
C1 – Property Tax Relief	1	Advertise County’s tax relief program (HOMES)	Coalition/CBOs	\$	🕒
	2	Counsel household in applying for HOMES	CBOs + nonprofits	\$\$	🕒
C2 – Home Repair & Weatherization Programs	1	Expand grassroots repair (Habitat, CDC partners)	CBOs + Agency/nonprofit partners	\$\$\$	🕒
	2	Secure donated materials & storage	CBOs + nonprofits	\$\$	🕒
	3	Deploy weatherization workshops & programs	CBOs + Agency/nonprofit partners	\$\$	🕒🕒
C3 – Utility Service Fee Reductions	1	Survey residents to understand the needs to keep up with utility bills	CBOs	\$	🕒
	2	Negotiate and secure discounts with providers	CBOs or Coalition	\$	🕒🕒
	3	Publicize discounts	CBOs	\$	🕒

TOOLKIT C | HOUSING STABILITY

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
C4 – Real Estate & Financial Counseling Services	1	Survey residents for housing and legal needs	CBOs	\$\$\$	🕒🕒🕒
	2	Publicize and provide counseling services	CBOs + nonprofits	\$	🕒
C5 – Targeted Economic Empowerment & Ownership Support	1	Community employment needs assessment	CBOs + nonprofits	\$\$\$	🕒🕒🕒
	2	Partner with work boards, etc.	CBOs + Town support	\$	🕒
	3	Launch soft second mortgage program	CBOs + philanthropy + banks/CDFIs	\$\$\$	🕒🕒
	4	Approve Zoning Ordinance changes to allow limited economic development uses for community in vacant nonresidential structures	Town + Coalition + Town Board	\$\$	🕒

4.2 | ACTION STEPS BY TOOLKIT (CONT.)

TOOLKIT C | HOUSING STABILITY

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
C6 – Legal Aid & Tenant-Owner Mediation	1	Establish partnerships with advisor nonprofits	CBOs	\$\$\$	🕒🕒🕒
	2	Facilitate housing mediation services	CBOs + County + nonprofits	\$	🕒
	3	Publicize tenant rights & support resources	CBOs	\$\$	🕒🕒
C7 – Community Land Trust (CLT)	1	Feasibility & business plan	Coalition + Town support	\$\$	🕒🕒
	2	Acquire first properties	CLT + banks/CDFIs + philanthropy	\$\$\$	🕒🕒🕒
	3	Establish ground leases w/ homeowners	CLT Board	\$\$	🕒🕒🕒

TOOLKIT C | HOUSING STABILITY

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
C8 – Nonprofit Housing & Community Development Corporation (CDC)	1	Launch a CDC	A CBO + banks/CDFIs	\$\$\$	🕒🕒🕒
	2	Or: Partner with nonprofit housing developers	Coalition + Town + nonprofit developer	\$	🕒
	3	Secure land and housing	CBO + nonprofits	\$\$	🕒🕒
C9 – Partner with a Community Quarterback Organization	1	Perform a demographic study	CBOs + Town/Agency support	\$\$	🕒
	2	Coordinate programs with providers regionally	Coalition + regional Agencies	\$\$\$	🕒🕒🕒
	3	And/or: Partner with Quarterback org.	Coalition + Ada Jenkins Center	\$	🕒

4.2 | ACTION STEPS BY TOOLKIT (CONT.)

TOOLKIT D | PUBLIC AND NONPROFIT INVESTMENT

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
D1 – Infrastructure Upgrades	1	Hold workshops to identify & discuss infrastructure needs	Town + Community	\$	🕒
	2	Prioritize & select projects	Town + Community	\$	🕒
	3	Implement projects & update community on status	Town	\$\$\$	🕒🕒🕒
D2 – Community Identity & Signage	1	Document histories and assets	Community + historians	\$	🕒
	2	Integrate art & history interpretation	Town + artists + nonprofits	\$\$	🕒
	3	Coordinate installations with the Town; install & maintain	Town + Community	\$\$	🕒🕒🕒🕒
D3 – Historic Memorialization Along Trails	1	Document histories and assets to memorialize	Community + historians	\$	🕒
	2	Integrate art & history interpretation	Town + artists + nonprofits	\$\$	🕒
	3	Coordinate installations with the Town; install & maintain	Town + Community	\$\$	🕒🕒🕒🕒

TOOLKIT D | PUBLIC AND NONPROFIT INVESTMENT

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
D4 – Community Cemeteries	1	Survey & document cemetery sites	churches + SHPO & historians	\$\$	🕒
	2	Secure designations & protections	HLC + SHPO	\$	🕒🕒
	3	Establish conservation plans and education programs	Community + churches	\$\$\$	🕒🕒
D5 – Torrence-Lytle Community Center Outdoor Enhancements	1	Design workshops for Outdoor Enhancements	Town + Community	\$\$	🕒
	2	Design & construct outdoor/site improvements, coordinating with the County	Town + County	\$\$	🕒🕒
	3	Program outdoor uses with the Community	Town + Community + programming partners	\$\$\$	🕒🕒🕒
D6 – Funding for Affordable & Mixed-Income Housing Development	1	Assess housing needs for community members	Coalition + Nonprofit	\$	🕒
	2	Identify funding sources + coordinate with Agencies	Town + Agencies	\$	🕒
	3	Launch partnerships + development	Coalition + nonprofits	\$\$\$	🕒🕒🕒
D7 – Arts & Culture Investments	1	Identify priority cultural programming to implement	Community	\$	🕒
	2	Implement arts & culture initiatives	Community + programming partners	\$\$\$	🕒🕒🕒

4.3 | CLOSING REMARKS

Throughout this process, residents reminded us of what makes Pottstown special. It lives in the voices that fill its churches on Sunday mornings, in the laughter and meals shared across porches and kitchens, in the pride of schools and gathering places that shaped generations, and in the determination of neighbors who laid their own water lines to improve the entire community. These stories are not just history; they are the foundation for the future this plan seeks to protect.

The strategies outlined across Process & Representation, Regulatory Tools, Housing Stability, and Public & Nonprofit Investments are designed to carry that foundation forward. Together, they provide a framework for ensuring that as Huntersville grows and changes, Pottstown remains whole—a place where families can stay, culture is honored, and history continues to shape the future. The goal is not simply to manage growth, but to make sure it strengthens rather than displaces the community.

The main priority shall be to formalize the Pottstown coalition. This may involve joining forces with existing CBOs or partnering with other agencies to strengthen the group.

A unified voice, representative of all of Pottstown, will be key to carrying this Preservation Plan forward. The coalition will review the tools in this plan, determine priorities, and engage neighbors while working closely with the Town and other agencies to build understanding and trust.

Achieving these priorities will take persistence, shared responsibility, and partnership between residents, Town leadership, and local allies. Pottstown can also draw on successful local programs, resources, and leaders for guidance and support as highlighted in Toolkit A. By acting with unity and purpose, the people of Pottstown can guide change without erasing what makes the neighborhood home. In doing so, preservation becomes more than protecting buildings—it becomes a commitment to protecting people, traditions, and the bonds that make Pottstown’s story worth carrying forward for generations to come.

It has been an honor to get to know you, Pottstown. Thank you.

Sincerely,

Neighboring Concepts



APPENDIX A

POTTSTOWN COMMUNITY PRESERVATION PLAN
COMMUNITY ENGAGEMENT SUMMARY





POTTSTOWN COMMUNITY PRESERVATION PLAN

COMMUNITY MEETING 01

LISTEN AND UNDERSTAND



COMMUNITY MEETING 01:

LISTENING SESSION

Introduction

The goal of Community Meeting 01 was to engage community members in shaping a shared vision for Pottstown’s future by preserving its unique character, addressing current challenges, and exploring new opportunities.

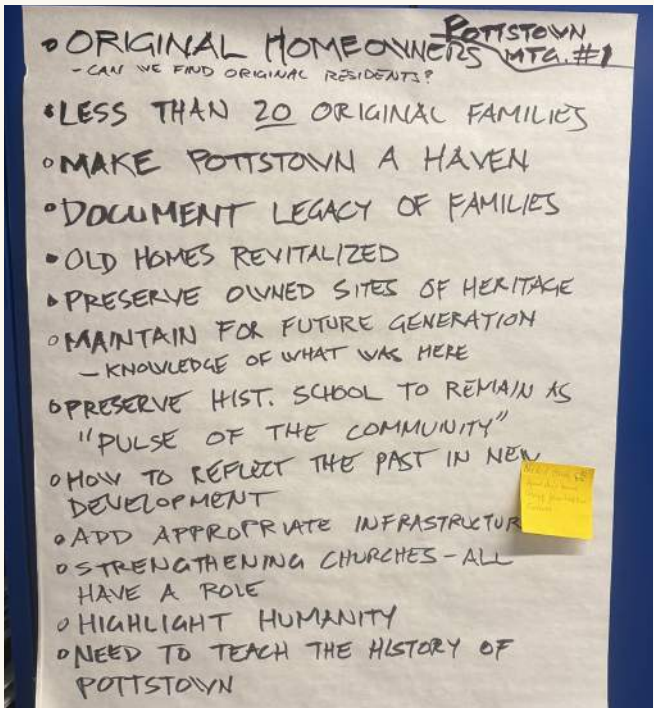
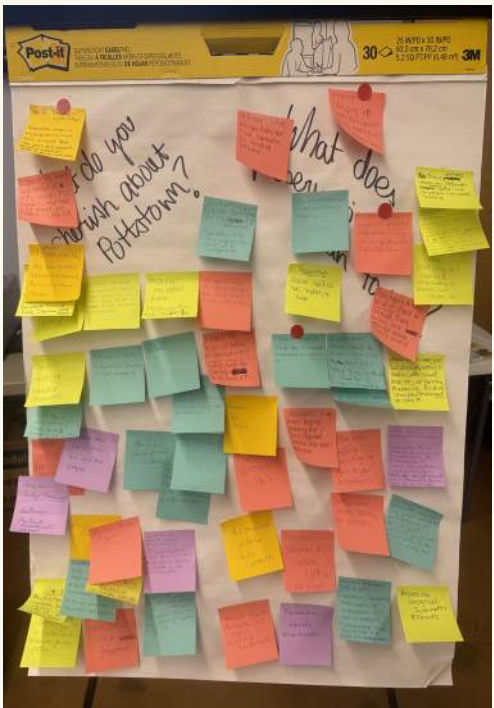
Neighboring Concepts conducted a 2-hour interactive meeting in the evening and all community members of Pottstown were welcomed. Community members were reached by yard signs, post-card mailings, and posts on the Town website. The tools used in the meeting were asset mapping, discussion through post-it mapping, and small group break out discussions.

Goals

1. Understand values, priorities, and expectations for the Pottstown Preservation Plan
2. Listen to the community members discuss what they cherish about Pottstown.
3. Discuss what preservation means to the community members of Pottstown.
4. Understand the best strategies of engagement.



We work with communities to effectively blend their visions with a new or existing environment while maintaining their community’s unique qualities and history.





PLACES IMPORTANT TO POTTSTOWN

Upon arriving at the Listening Session, participants were invited to engage in a place-based asset mapping exercise. They were asked to consider locations of personal significance, their homes, and places they wished to preserve. They marked these locations on a printed map with sticky dots visually capturing their connections to the community, fostering collective storytelling, and insights into valued community spaces

IMPORTANT THEMES

POTTSTOWN VALUES

This graphic illustrates key themes from the sticky note exercise—the larger the bubble, the more frequently it was mentioned. From a deep appreciation for African American history and community identity, to the preservation of historic homes, neighborhood character, and cherished community assets, these reflections highlight what makes Pottstown special and worth protecting for future generations.



WHAT DO YOU CHERISH ABOUT POTTSTOWN?

Task

Neighboring Concepts invited participants to write on sticky notes what they cherish most about Pottstown. Responses highlighted the Pottstown’s close-knit community, historic charm, and the value of family generations. These reflections underscored the unique elements that make Pottstown a place of pride for its residents.

Summary

The Community believes that Pottstown is cherished for its deep-rooted history, strong sense of community, and enduring cultural heritage, particularly its African American legacy. Residents take pride in the people, relationships, and shared experiences that define the town, valuing its historic homes, landmarks, and spaces that foster connection. Faith institutions, schools, parks, and multi-generational family ties contribute to a sense of belonging, resilience, and hope for Pottstown’s future.

African American History Culture & Community Identity

- African American culture
- Rich history
- Hometown heritage - Community
- Pottstown’s culture
- The people and pride for their community
- Resilience beyond the adversity
- Excitement for the future

Human Dignity: Protection & Justice

- Their desire to see Pottstown thrive for future generations

Neighborhood Character

- Original home character
- Acres passed through the generations
- Long lasting history of creating development
- Historical neighborhoods
- Small town scale and layout
- Charm of the Pottstown’s streets

Community Assets

- The Churches (3)
- Dellwood Center & Rosenwald School (3)
- Torrence - Lytle School (8)
- David B. Waymer Center (3)
- David B. Waymer Park (3)

Community & Family Relationships Neighborliness

- The relationships
- The shared struggle & shared neglect
- Small family-friendly community
- Strong family and community values
- Childhood memories
- Long-lasting relationships that have lasted 49 years
- Rich family history and continued presence

* The number in parentheses next to the word indicates how many times it was mentioned in the sticky note exercise.

WHAT DOES PRESERVATION MEAN TO YOU?

Task

Participants were then asked to reflect on and write what preservation meant to them. Many expressed a desire to protect the Pottstown’s historical architecture, safeguard sacred spaces, and honor its cultural heritage. The exercise fostered thoughtful conversations about balancing preservation with progress to maintain Pottstown’s identity for future generations.

Summary

The Community believes that preservation means honoring and sustaining Pottstown’s cultural and historical identity while ensuring its growth remains inclusive and respectful of its past. It involves protecting historic buildings, stories, and traditions while fostering spaces for future generations to thrive. Preservation is about maintaining affordability, advocating for justice, and safeguarding the essence of the community—ensuring that progress does not erase the legacy of those who came before but rather enhances and uplifts the people who call Pottstown home.

African American History Culture & Community Identity

- Makers of the struggle
- Pottstown’s culture, African American history, segregation, etc. should be preserved
- Traditions that honor the roots
- Sustaining a community for generations to come
- Our history and stories need to continue
- Retelling stories of ancestors
- Accessible historical information and records

Community Assets

- Revitalize community amenities and infrastructure

Human Dignity: Protection & Justice

- Allowing community members to age in place
- To acknowledgment of the positives in humanity
- Strong advocacy groups
- Fighting gentrification
- Preserve affordability in the community
- Affordable housing
- Preserve the people and the air

Neighborhood Character

- Restoring the older homes
- Celebrate and acknowledge the original home owners
- Balancing the progression of development, while keeping the history and people involved. “Holding on to mama’s home”
- Preserve and maintain buildings, houses, undeveloped acreage
- Restoring
- Connects the past and present when implementing spacing to eat, live, work, and play
- Retaining places from the past in the midst of a changing environment
- Lower speed limit on Holbrooks so people can continue to walk safely
- Preserve the land



*“We are history. We are
Pottstown and we have a
wealth of history to give.”*

-Commissioner LaToya Rivers

BREAK OUT GROUPS

Goal

The participants broke into smaller teams of 6 to 8 participants, each led by a Team member who facilitated discussions focused on key questions: who to engage, when to involve them, and how to approach outreach effectively. The goal was to identify strategies for connecting with the stakeholders who would have the greatest influence on the Pottstown Preservation Plan. The following captures what was heard.

WHO TO ENGAGE?



HOW TO ENGAGE?



PLUG INTO THE COMMUNITY

MEETINGS AND EVENTS

- 1

February: Black History Month Celebration
Date: Saturday, February 15, 4-8 pm
Location: David B. Waymer Center Innovation
- 2

April: St. Phillips Friends and Family Fish Fry
Date: TBD
Location: TBD
- 3

June: June Fest
Date: Saturday, June 7
Location: David B. Waymer Center

Recurring Meetings

- St. Phillips Church
Meets every 2nd Tuesday, 3 pm

Events With Unknown Dates

- Revival Night (local churches)
- Family and Friends Day (local churches)
- Clean-Up Day
- Block Party
- Juneteenth
- Storytelling Group

WHEN ARE THE BEST TIMES TO ENGAGE?

RULE OF THUMB

- 1

After church services on Sundays
- 2

Saturdays 11 am - 2 pm
- 3

Monday evenings
- 4

The Community meetings should meet every month

ENGAGEMENT PLAN

UPDATED SCHEDULE: JANUARY 2025 - OCTOBER 2025



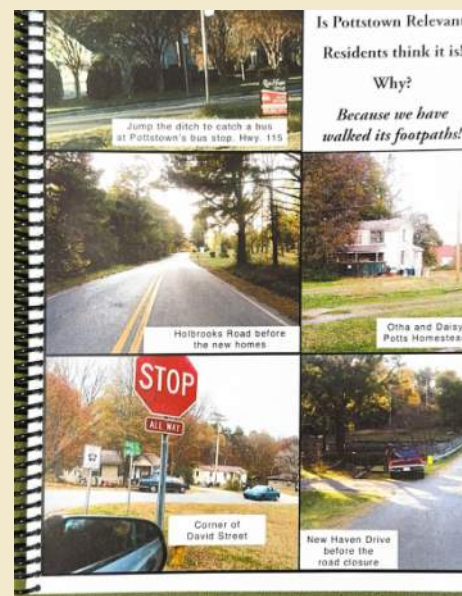
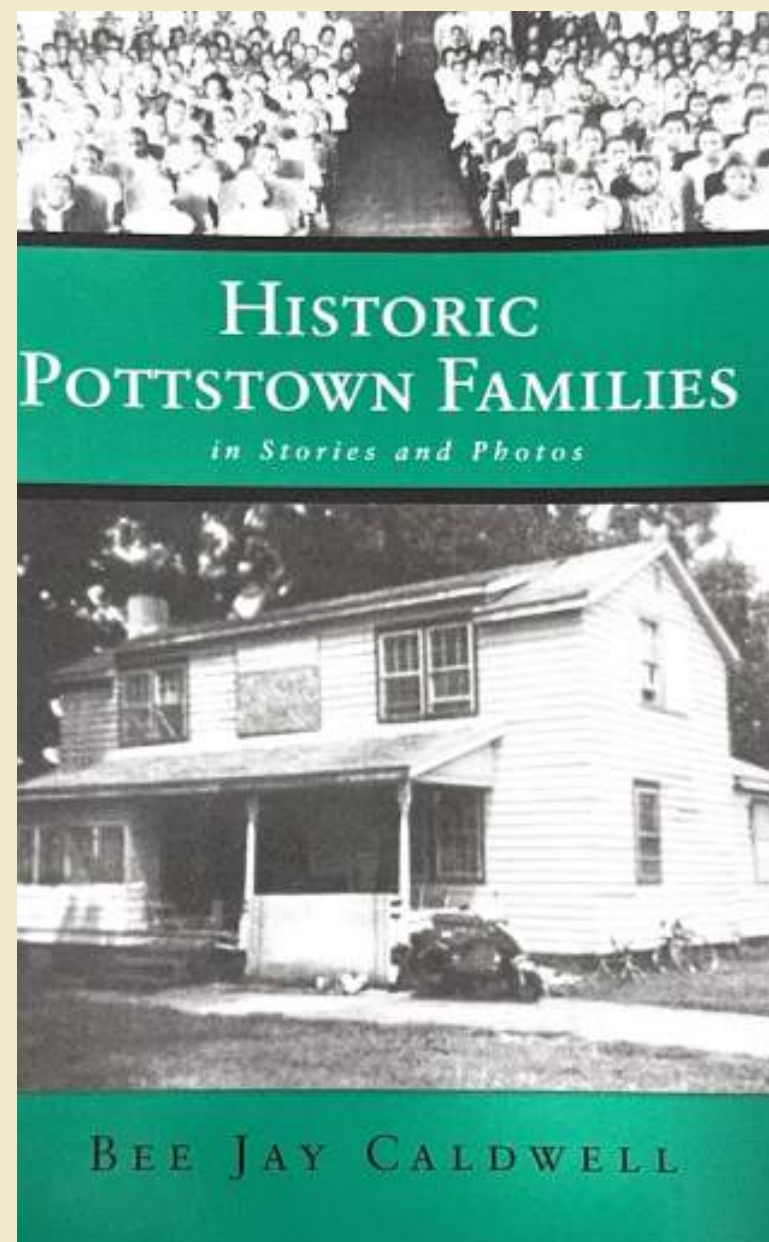


POTTSTOWN COMMUNITY PRESERVATION PLAN

ONE-ON-ONE SESSIONS

LISTEN AND UNDERSTAND





ONE-ON-ONE SESSIONS

Introduction

The goal of the One-on-One Sessions were to gain a deeper understanding of and provide support for the Pottstown community by engaging in focused discussions with leaders from various neighborhood groups and initiatives. These sessions served as a platform for exploring goals, objectives, backgrounds, challenges, and community aspirations while incorporating diverse perspectives.

Neighboring Concepts facilitated 30-minute individual meetings with community leaders and members in the morning. Outreach efforts included email invitations and flyers posted on the Pottstown website to maximize participation.

Goals

1. Understand Community Needs & Challenges
2. Strengthen Community Engagement
3. Document Historical & Cultural Perspectives
4. Identify Opportunities for Growth & Development

LEON LADDA

POTTSTOWN HERITAGE & LEADERS GROUP

Introduction

Leon Ladda is a dedicated community member with deep historical and familial roots in the area. Residing on Central Avenue, his family once owned 10 acres of land, contributing to the region’s agricultural heritage. Since moving back in 2000, he has been actively involved in preserving the community’s history, advocating for engagement among younger generations, and working to maintain cultural and historical landmarks.

Takeaway

Leon Ladda is a committed community advocate with a strong sense of history and family ties to the region. Ladda’s passions include revitalizing community events like cookouts, promoting local arts and crafts, and working towards the development of parks and historical landmarks. His vision for the future aligns with the Pottstown Preservation Plan, emphasizing continued community involvement, preserving cultural and historical assets, and ensuring younger generations connect with the town’s rich legacy.

01 HONORING HISTORY & CULTURE

- Local cookouts primarily attended by elder community
- Elder community hold deep knowledge about community’s history
- South of Pottstown used to be a cotton field
- Local arts and craft initiatives using ice cream sticks, toothpicks and pencils into hats, brooms, and other crafts
- Waymer Center as community engagement destination

02 COMMUNITY ENGAGEMENT & SUPPORT

- Revive past events like cookouts
- Engage younger generations to ensure community growth and continuity

03 PRESERVATION & DEVELOPMENT

- Creation of a park to preserve the community history
- Historical tree near landfill remains a notable landmark in the area
- Natural spring to be converted into a golf course
- Tree trimming suggestion along Central Avenue due to overgrowth and falling hazards

04 VISION FOR THE FUTURE

- Continued community engagement efforts
- Initiatives that connect younger generations with the cultural and historical legacy of Pottstown

JANELLE HARRIS

MABABU LIVE GROUP

Introduction

Janelle Harris is a passionate community leader dedicated to preserving history, fostering youth engagement, and advocating for sustainable development in Pottstown and the greater Huntersville area. Through her work with Mababu Live and various community organizations, she strives to maintain the neighborhood's cultural identity, empower future generations, and promote intergenerational wealth.

Takeaway

Janelle Harris is dedicated to preserving history, promoting growth, and advocating for sustainable development in Pottstown and Huntersville. Her efforts align with the Pottstown Preservation Plan, focusing on local heritage, education, and housing. By encouraging investment and community engagement, Harris helps preserve Pottstown's cultural legacy while fostering economic and social growth for future generations. Her work is essential to sustaining the area's history and culture, playing a key role in Pottstown's future.

01 HONORING HISTORY & CULTURE

- Mababu Live embodies the idea of “ancestors live through us”
- Supports heritage preservation efforts, including written and oral history, and artifacts
- Advocates to reuse the Torrence Lytle High School
- Revive the Debutante Ball to teach young men life skill lessons

02 COMMUNITY ENGAGEMENT & SUPPORT

- Leads an annual neighborhood cleanup
- Organizes monthly community meetings
- Supports homecoming reunions through block parties and tailgating events
- Engages youth through sponsorships and programs
- Intends to expand Torrence Lytle scholarship fund to provide educational support for local students

03 PRESERVATION & DEVELOPMENT

- Advocates for sidewalk improvements
- Strengthens partnerships with organizations such as Huntersville Park & Rec, East Huntersville Community Outreach, and Smith Coalition
- Works with local boards to address housing challenges and affordable housing development
- Collaborates with organizations to promote home repairs, and services to people

04 VISION FOR THE FUTURE

- Encourages returning- residents to invest in the neighborhood, fostering economic and social growth
- Aims to rebuild and expand community participation, focusing on door-to-door outreach and volunteer involvement

VARONA WYNN

TORRENCE-LYTLER ALUMNI ASSOCIATION

Introduction

Varona Wynn is a committed community leader and active member of the Torrence Lytle School Alumni Association. She is committed to preserving the legacy of Torrence Lytle High School, supporting youth through scholarships, and ensuring that the history of the community is documented and celebrated. Through her work with the alumni group and her personal efforts, Varona is passionate about creating opportunities for future generations while preserving the rich cultural and historical identity of Pottstown and its surrounding areas.

Takeaway

Varona Wynn is a dedicated community leader committed to preserving Pottstown’s history and culture through her work with the Torrence Lytle School Alumni Association. Her efforts to engage the community through meetings, fundraising, and newsletters support local initiatives and cultural preservation. Wynn’s vision includes restoring landmarks like the Torrence Lytle auditorium, creating an Arts Center for youth, and establishing a historical library. By promoting intergenerational involvement, she ensures the community’s rich history is celebrated for generations to come.

01 HONORING HISTORY & CULTURE

- Scholarships to help students to attend college
- Annual Blue & Gold Weekend fundraiser includes dinner dances and memorials to honor alumni and teachers.
- Community is deeply tied to local history, with families like the Sherrells, Ladda, Gastons, and Bosts having deep roots in the area.
- Proper documentation of oral histories and local stories needed to preserve the community’s culture

02 COMMUNITY ENGAGEMENT & SUPPORT

- Monthly meetings allow alumni and community members to gather and support local initiatives.
- Quarterly newsletters keep the community updated on events and fundraising efforts.
- Hosts fundraising activities at local events such as the June Fest
- Active engagement with families to document and preserve community history.

03 PRESERVATION & DEVELOPMENT

- Advocates for preserving historical landmarks, including the Torrence Lytle High School
- Plans for a historical library and archive at the Dellwood Center
- Proposes hiring a dedicated historian to verify and collect community history, including research at archives like the North Carolina State Archives and Freedmen’s Bureau records.

04 VISION FOR THE FUTURE

- Aims to restore the middle building’s auditorium for cultural events such as plays, talent shows, and community programs.
- Seeks to establish an Arts Center to provide affordable creative opportunities for youth.
- Strong emphasis on intergenerational involvement to sustain historical preservation efforts for future generations.

BEE JAY CALDWELL

TORRENCE-LYTLER ALUMNI ASSOCIATION

Introduction

Bee Jay Caldwell is a dedicated community organizer and advocate for historical preservation, committed to honoring her ancestors and promoting unity despite facing challenges like gentrification and a lack of recognition. As an active member of local initiatives, she continues to push for community development, historical preservation, and inclusive spaces that support the well-being of future generations. Her vision includes revitalizing the Torrence Lytle campus, creating spaces for art and social engagement, and improving community access to resources.

Takeaway

Bee Jay Caldwell has worked to raise awareness and preserve the Torrence Lytle campus while addressing challenges like gentrification and limited recognition. Her vision aligns with the Pottstown Preservation Plan, aiming to revitalize spaces like the Dellwood Center and transform the Torrence Lytle campus into multifunctional areas for future generations. By focusing on youth, art, and social development, Caldwell’s efforts foster connection and collaboration within the community, calling for greater involvement from local businesses and residents to ensure a vibrant and sustainable future for Pottstown.

01 HONORING HISTORY & CULTURE

- Actively involved in history-telling initiatives, conducting interviews with various groups
- Strong belief in the interconnectedness of people and the importance of collective responsibility
- Committed to honoring her ancestors and preserving community culture

02 COMMUNITY ENGAGEMENT & SUPPORT

- Faced challenges with community organizing, creating Agape Love-In Sessions to engage the various churches in the area.
- Struggles with feeling unheard when engaging with the broader community, highlighting the need for more support and recognition.

03 PRESERVATION & DEVELOPMENT

- Attended town board meetings related to the redevelopment of the Torrence Lytle campus, voicing concerns about property division and community impact.
- Aims to preserve the Dellwood Center as a place for youth engagement in arts, dance, and social development.

04 VISION FOR THE FUTURE

- Torrence-Lytle High Schools’ cafeteria refurbished into a multifunctional space, including a community store, an administrative unit, library and classrooms.
- Seeks greater involvement from local businesses and the community to help fund and bring these ideas to fruition.
- Proposed a senior residency facility with amenities such as an exercise room, meeting spaces, and beauty/barber shop.



TOWN DEPARTMENT

Introduction

The Town Department Heads Sessions were designed to foster a deeper understanding of Pottstown's needs and provide meaningful support. These 30-minute discussions allowed department leaders to share insights on goals, challenges, and initiatives while aligning their efforts with community priorities. Neighboring Concepts facilitated these focused conversations, ensuring diverse perspectives were heard. To encourage participation, outreach efforts included email invitations and flyers posted on the Pottstown website.

Goals

1. Align Department Initiatives with Community Needs
2. Strengthen Community Engagement and Transparency
3. Enhance Unified Strategic Planning
4. Identify Challenges & Opportunities

ADMINISTRATION & COMMUNICATIONS DEPARTMENT

Introduction

The Huntersville Administration and Communication Department plays a vital role in keeping residents informed and engaged with town policies, community development, and local initiatives. Their efforts focus on educating the public and facilitating open communication between residents and town leadership.

Takeaway

The Huntersville Administration and Communications Department remains committed to fostering a well-informed, engaged, and thriving community through transparent communication and meaningful initiatives. These efforts will also be directly connected to the ongoing discussions about the Pottstown Preservation Plan, ensuring that historical preservation, community development and resident concerns are addressed in a comprehensive and inclusive manner.

01 RESIDENT EDUCATION & AWARENESS

- Tax Implications & Analysis (In-town vs out-of-town), including Extraterritorial Jurisdiction (ETJ) and Town considerations to educate residents
- Education about Historic Status Restrictions

02 COMMUNITY ENGAGEMENT & SUPPORT

- Community Cleanup Initiatives
- Public Hearing in Traffic Calming
- Town celebrated 150th Anniversary and interviewed Pottstown residents
- Members from the Torrence-Lytle Alumni Association have attended to Town meetings, like Varona Wynn and Bee Jay Caldwell

03 PRESERVATION & DEVELOPMENT

- Home Restoration Assistance
- Oral History Integration
- Art Trail & Historical Preservation
- Community Development Block Grant (CDBG) Application

04 CHALLENGES

- Lack of a Dedicated Economic Development Staff Member
- Resident Pushback or varying feedback
- Sidewalk Integration vs. Senior Community Needs

POLICE DEPARTMENT

Introduction

Since the late 1980s, the Police Department has been instrumental in maintaining the safety and well-being of the community. While crime rates have remained relatively low over the years, the department remains committed to strengthening trust and promoting fair and equitable law enforcement. With many longtime families still residing in the area, the community has continued to grow, and the police department continues actively engaged in supporting its residents.

Takeaway

The Police Department is committed to ensuring that public safety remains a cornerstone of the Pottstown Preservation Plan. By fostering meaningful community engagement and addressing local concerns, this initiative prioritizes the voices of residents, ensuring that all perspectives contribute to a thriving and preserved neighborhood

01 EMERGENCY & PUBLIC SERVICES

- Coverage beyond town or extraterritorial jurisdiction (ETJ) limits
- Neighborhood Watch Programs

03 CHALLENGES

- Increased speeding on Dellwood Dr and Hollbrooks St, with many utilizing these roads to get to Vermillion development
- Dump truck issues
- Illegal dumping behind the school

02 COMMUNITY ENGAGEMENT & SUPPORT

- National Night Out
- Waymer Center Activities
- Police hosted Trunk or Treat for 3 years
- Community Engagement Crew - team focused on outreach and community relationship
- Desires to manage traffic on a Paint Sidewalk Event
- Involvement in community cleanups
- Engagement in additional community initiatives

ENGINEERING & PUBLIC WORKS DEPARTMENT

Introduction

The Engineering & Public Works Department is dedicated to maintaining and improving the town’s infrastructure to support a safe, accessible, and thriving community. The department works to ensure that streets, sidewalks, and public utilities are modernized while remaining affordable and beneficial for all residents. By prioritizing long-term community needs—rather than solely catering to new development—the department plays a crucial role in shaping a more walkable, connected, and livable Pottstown.

Takeaway

The Engineering & Public Works Department supports the Pottstown Preservation Plan by prioritizing infrastructure improvements that benefit longtime residents while planning for future growth. Through traffic calming, pedestrian-friendly projects, and utility partnerships, the department helps create a connected, livable, and historically preserved community.

01 TRANSPORTATION & STREET SAFETY

- Traffic calming measures at Dellwood Ave and parts of Dellwood
- Dellwood vs. Gibson crossing closure
- Potential street parking at Church AME Zion
- Sidewalk project along Central
- Right-of-Way Considerations

02 COMMUNITY ENGAGEMENT & SUPPORT

- Public engagement through door-to-door flyers
- Elected people were communicating with the community

03 PRESERVATION & DEVELOPMENT

- Stormwater study planned. Area currently relies on sheet drainage with no immediate concerns
- Potential for community art to be incorporated in future traffic calming projects, like painted crosswalks or widened turns.
- Seam Trail Project along Church extension project

PARKS & RECREATION DEPARTMENT

Introduction

The Parks & Recreation Department is dedicated to maintaining and expanding public spaces that serve as the heart of the community. With a focus on accessibility, preservation, and programmatic growth, the department collaborates with local government agencies, community organizations, and residents to ensure that parks, historic landmarks, and recreational facilities remain vibrant and welcoming for all.

Takeaway

The Parks & Recreation Department plays a vital role in the Pottstown Preservation Plan by ensuring that public spaces remain accessible, well-maintained, and reflective of the community's heritage. Through investments in park improvements, recreational facilities, and historic landmarks, the department helps preserve the cultural and social fabric of Pottstown while promoting opportunities for community engagement.

01 ONGOING INITIATIVES

- Paved Walking Trail
- Updated Basketball & Hokey Rink
- Splash Pad at Waymer Park to be completed by Fall 2025
- Playground & Park Upgrades by County

02 COMMUNITY ENGAGEMENT & SUPPORT

- Elected Officials used to host meetings at Dellwood Center
- Monitoring community needs like youth sports program
- Hosted Tree Planting Event in the past
- Use of Waymer Center and Park increased with Vermillion development

03 PRESERVATION & DEVELOPMENT

- Dellwood Center Restoration
- Potential Passive Nature Trail behind Waymer Park

PLANNING DEPARTMENT

Introduction

The Planning Department plays a crucial role in shaping the town’s development, ensuring that growth is sustainable, inclusive, and aligned with the needs of both longtime residents and new community members. Through zoning regulations, land-use planning, and targeted initiatives, the department is committed to preserving Pottstown’s historic communities while fostering economic opportunities and generational wealth.

Takeaway

The Planning Department’s efforts are closely aligned with the Pottstown Preservation Plan, working to ensure that both historical preservation and community development are prioritized in a way that benefits the entire community. By integrating the goals of the preservation plan, the department is focused on maintaining the town’s rich history while also encouraging sustainable growth and revitalization. Their initiatives aim to strike a balance between honoring Pottstown’s heritage and supporting modern development, ensuring that the needs and concerns of residents are addressed through a thoughtful, inclusive approach.

01 HOUSING INITIATIVES

- Attainable Housing Initiative
- Attainable Housing Policy
- Emphasis on Homeownership
- Housing Study through Development Financial Institution (DFI)
- Historical Overlay to encourage affordable and profitable living

02 COMMUNITY ENGAGEMENT & SUPPORT

- Law Enforcement Involvement
- Key Partners - Rebuilding Together, She Built this City, Habitat
- Community Engagement Growth

03 PRESERVATION & DEVELOPMENT

- Exploring Micro-Transit Options
- BUILD (formerly RAISE) Grant - Future Seam Trail Expansion
- Home Repair & Maintenance Support
- Affordable Housing Development

04 CHALLENGES

- Zoning Constraints
- Affordability for Local Workers



POTTSTOWN COMMUNITY PRESERVATION PLAN

COMMUNITY WORKSHOP

VISIONING AND CO-CREATION



COMMUNITY WORKSHOP

VISIONING SESSION

Introduction

The goal of the Community Workshop was to actively engage Pottstown residents in shaping a shared vision for the future, one that honors the community’s rich heritage, addresses current needs, and explores new opportunities across four key focus areas in Pottstown.

Neighboring Concepts hosted a two-day, interactive, drop-in style event designed to encourage open participation and creative thinking. Day One focusing on co-designing and dreaming and Day Two focusing on visualization and critique.

Goals

- 1. Engage Residents in Visioning
- 2. Showcase Preliminary Concepts
- 3. Collect Feedback to Inform Next Steps



By directly engaging and involving the people who use the spaces we design, we are able to better understand what they are looking for.

Focus Areas

- Torrence-Lytle School
- South Section of Waymer Park
- Dellwood Drive Vision
- Vacant Land Along NC 115

These focus areas were guided by early community input in response to the question: “What do you want to preserve, and what do you cherish in your community?” The places people named helped highlight areas that hold meaning, history, or potential. While many other topics are important to the community, identifying these key locations helped us explore ways to reflect shared values in future planning.

Key Engagement Tools Included

- **Case Study Analysis:** Presenting relevant cultural precedents
- **Community Design Workshops:** Facilitating co-creation of site concepts.
- **Voting and Visual Aids:** Documenting preferences through public feedback.

These tools allowed us to collaborate with community members to identify priorities, envision future uses for the site, and collect qualitative data, allowing us to identify recurring themes and prioritize program elements.

DAY 01

Community Workshop

Day One focused on design, dreaming, sketching, and understanding community priorities. Participants shared ideas, voiced concerns, and imagined possibilities for the future. To support this visioning process, we introduced several precedent case studies, examples of how other historically significant cultural buildings and spaces have been successfully restored and re-purposed to serve community needs.

Community Celebration

Day two was a community celebration to honor the collective efforts and active participation of residents throughout this process. The event was designed to foster a welcoming environment where neighbors could connect through casual conversation, enjoy food together, and ask questions in an open setting.

Goals

- Building Trust and Straightening Relationships
- Recognizing the Value of Everyone's Contributions
- Reflect on the Progress Made
- Reaffirm the Shared Commitment to Persevering Pottstown

DAY 02

Community Workshop

Day Two built upon the insights gathered on the first day. It provided an opportunity to vote on proposed ideas helping residents understand and visualize their suggestions. This allowed the community members to provide feedback and refine the concepts.



TORRENCE-LYTLER SCHOOL

FOCUS AREA 01

The Torrence-Lytle School, was the first and, for many years, the only public high school available to African American students in rural Mecklenburg County. Since its closure in 1966, the building has remained vacant and is now in a state of significant deterioration. Despite this, it continues to hold deep emotional and historical significance for generations of families in the Pottstown area. For decades, community members have voiced a clear and consistent desire: to restore the school in a way that honors its legacy and reestablishes it as a source of pride, possibility, and purpose.

Currently, the Torrence-Lytle School is owned by the Mecklenburg County Historic Landmarks Commission. The school is undergoing structural stabilization in preparation for a forthcoming Request for Proposals (RFP) aimed at its redevelopment. This process presented a key moment to engage the community. We hope to maintain a collaborative relationship with the Commission with the shared goal of having the community voice present in the RFP regarding the future of a historically and symbolically important site, as the property transitions to new ownership.

TORRENCE-LYTLER SCHOOL

FOCUS AREA 01 - DAY 01

Similar Example Projects

These case studies guided our discussions with the Pottstown community, showing how spaces with difficult histories can become inclusive, future-facing assets. Inspired by this, the community envisioned bold, creative ways to revive Torrence-Lytle School, connecting the past and future.

Two Notable Examples

The Hayti Heritage Center (Durham, NC)

- Formerly St. Joseph’s AME Church, this historic site was preserved and transformed into a thriving cultural arts center, hosting exhibitions, performances, educational programs, and community gatherings, while honoring the legacy of Durham’s historic African American neighborhood.

The Double Scrub Oregon Theater (Portland, OR)

- Originally a segregated movie theater, this building was reclaimed and reimagined as a community arts and social justice hub, acting as a resource for creative expression, activism, and cultural memory.



1. Hayti Heritage Center 2. Tagwa Community Farm 3. Pioneer Lavada Jones 4. New Crusher Court 5. Double Scrub

TORRENCE-LYTLE SCHOOL

FOCUS AREA 01 - DAY 02

Brainstorming and Organizing Data

At the Community workshop, community members shared many suggestions and brainstormed ways to preserve and revitalize the school, and four main themes emerged.

EDUCATIONAL CONTINUITY

Community members emphasized the importance of continuing the site’s legacy of learning.

There was strong support for creating a Trade School or vocational training center, framing education as a tool for economic empowerment and intergenerational advancement.

CULTURAL AND SOCIAL GATHERING

The idea of creating spaces for food, conversation, and connection was central.

The “Cook Out” Park and the “Front Porch” Plaza were envisioned as outdoor areas where families can gather, eat, and share stories.

ELDER INCLUSION AND AGING IN PLACE

A proposal for Senior Living Housing came from discussions on displacement and generational continuity.

There is a strong fear of being priced out of their communities and being displaced. The idea present a goal to allow elders to remain embedded in the neighborhood fabric and continue their role as knowledge-bearers and mentors.

ECONOMIC SELF-DETERMINATION

Residents supported walkable, small-scale retail options that favor local, “mom-and-pop” businesses.

This approach to retail was more favorable because it discourages gentrification and supports community wealth-building through entrepreneurship and economic participation.

TORRENCE-LYTLER SCHOOL

FOCUS AREA 01 - DAY 02

Results of Preference Survey (Number of Votes)

The diagram below reflects the community's feedback on which program elements would best serve Pottstown. Each option includes the number of votes it received during the event, highlighting the community's priorities. The most strongly supported program items were the Trade School, the Library, Food Trucks, and Pergolas/Shading Structures.



Community Comments

- Concern about lack of lighting/darkness in the area
- Distrust/skepticism about future renovation efforts and keeping the history and culture the main focus.
- Fear of being erased and displaced
- Desire for a Trade School & Library
- Request to exclude support for landfill routes or trucks on Holbrooks Rd.
- Suggestion to activate the space through events/door-to-door outreach
- Recommendation to include alternative truck routes to avoid residential areas



DELLWOOD DRIVE VISION

FOCUS AREA 02

The Dellwood Center — also known as the Little School — served as a critical educational site for African American children during segregation and still holds cherished memories for many residents. Designated as a historic landmark in 2022, the site is now receiving new signage to formally recognize its significance. The area surrounding the school is largely open and undeveloped, framed by nearby homes and St. Phillips Missionary Baptist Church, and holds promise as a connective and commemorative space that honors the educators, students, and legacy of the school. Nearby, a 31-acre tract owned by the County adds to the potential of the broader area. Although this land is considered culturally significant to residents of Pottstown, it was purchased with park funds and is expected to be used for park purposes. The County manages its own separate planning process for this site, which limits the role of this plan in shaping its future use.

DELLWOOD DRIVE VISION

FOCUS AREA 02 - DAY 01

Similar Example Projects

To help shape the vision for Dellwood Drive, case studies were shared to envision how spaces can preserve and exhibit Pottstown’s history while also fostering education, engagement, and community connection opportunities.

Two Notable Examples

Siloam School (Charlotte, NC)

- The Siloam School, a 1920s one-room schoolhouse for African American students, has reopened after an eight-year restoration by the Charlotte Museum of History, highlighting the legacy of Black education and community resilience in Mecklenburg County.

Second Ward Alumni House (Charlotte, NC - Concept, not built yet)

- Second Ward High School, opened in 1923, was Charlotte’s first public high school for African American students until its closure in 1969 due to urban renewal. A potential public space where artifacts from the school can be stored, preserved, and exhibited, offering visitors a place to learn about and engage with its history.



1. Siloam School 2. Second Ward Alumni House 3. Pottstown Historical Artifacts

DELLWOOD DRIVE VISION

FOCUS AREA 02 - DAY 02

Brainstorming and Organizing Data

At the community workshop, residents shared thoughtful ideas focused on honoring and enhancing the Dellwood Center and its surroundings- without altering the historic building itself. From those conversations, four key themes emerged.

PRESERVE AND PROTECT THE DELLWOOD CENTER

The Dellwood Center is a historic and cultural landmark, deeply valued for its legacy as a former elementary school, also known as the Little School.

The community strongly emphasized that the building should remain untouched and preserved as a symbol of pride, resilience, and continuity.

RESPECTFUL SITE ENHANCEMENTS

While major changes are not desired, residents supported modest improvements to the surrounding site—such as upgraded parking, historical trail, or an outdoor gazebo—that make the space more usable while preserving its historic character.

CELEBRATE LEGACY THROUGH COMMUNITY TRADITIONS

Rather than adding new structures, the community favors honoring Dellwood’s history through traditions and creative activities, such as painting parking spaces to commemorate local stories and hosting events that keep its legacy alive.

ALIGN WITH THE CHURCH’S LONG-TERM VISION

The future of Dellwood is closely tied to the 10-year plan of St. Phillip Missionary Baptist Church.

Community members supported efforts like cemetery expansion and improved pedestrian access that align with the church’s ongoing role as a neighborhood anchor.

DELLWOOD DRIVE VISION

FOCUS AREA 02 - DAY 02

Results of Preference Survey (Number of Votes)

The content below reflects the community’s feedback on the future of the Dellwood Center and its surroundings. Community input reinforced the importance of maintaining the Dellwood Center as-is, with thoughtful improvements to the surrounding area that celebrates and support its historic role. The visualization on the previous page incorporates concepts from the Historic St. Phillips Baptist Church 10-year plan, offering a glimpse into how the area could evolve while remaining true to its heritage. Community members were invited to vote for their top 3 favorite ideas across three thematic categories: Social Amenities, Traffic Calming, and History Telling & Nature Trail Enhancements.

Community Comments

- Concerns about usability and effectiveness of Mini Circle
- Interest of adding a gazebo space
- Keep the original historical function of the site
- Historical signage at parking areas
- Skill building classes
- Stream & Trees restoration/conservation
- Gardening
- Expanded driveway and parking access
- Desire for a trail through the 31-acre area connecting Dellwood & Holbrooks

01. SOCIAL AMENITY THEME

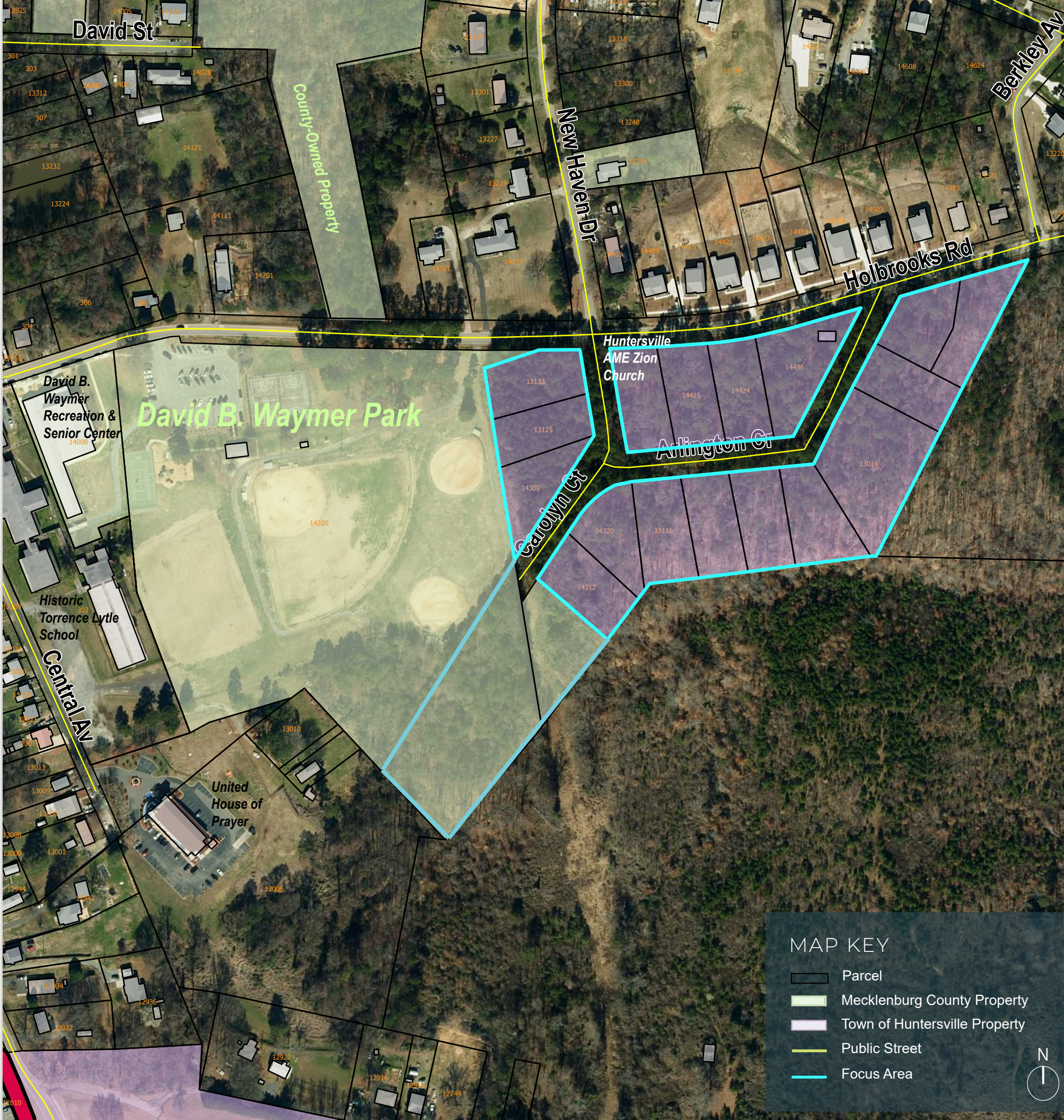
OUTDOOR PLAY  x5	STORY GATHERING AREAS  x1	PICNIC FACILITY  x4
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02. TRAFFIC CALMING (CENTRAL & HOLBROOKS)

RAISED INTERSECTION  x1	MINI CIRCLE  x3	DECORATIVE PAVING  x1
SPEED HUMP/TABLE  x7	CHOKER/CHICANE  x1	PAINTED CROSSINGS  x5

03. HISTORY TELLING & NATURE TRAIL THEME

INTERPRETIVE SIGNAGE  x1	NATIVE PLANT RESTORATION  x7	OUTDOOR CLASSROOM  x3
TIMELINE WALK  x3	TRAILHEAD  x2	BOARDWALK TRAIL  x13



SOUTH SECTION OF WAYMER PARK

FOCUS AREA 03

Located just southeast of David B. Waymer Park and tucked behind the historic Torrence-Lytle School and Waymer Center, this largely wooded area includes a mix of County- and privately-owned parcels. Surrounded by established neighborhoods, a historic church, and natural features like woodlands and a creek, the site offers a peaceful, ecologically rich setting with deep community roots. While initial development considerations focused on the parcels a bit further east, feedback from the Day 01 workshop revealed greater opportunity within the County-owned land to the south of Waymer Park. This area is represented on the map to the right. Though currently undeveloped, this land presents a rare and exciting chance to shape something meaningful for Pottstown's future—a place where people of all ages can live well, connect to community life, and perhaps even return to raise the next generation.

SOUTH SECTION OF WAYMER PARK

FOCUS AREA 03 - DAY 01

Similar Example Projects

To guide the vision for the South Section of Waymer Park, case studies were shared to highlight successful transformations of similar sites. These examples offer insight into strategies for thoughtful, inclusive revitalization in Pottstown.

Two Notable Examples

Legacy at Carr Heights (Charlotte, NC)

- Legacy at Carr Heights honors Nathaniel and Lizzie Carr, founders of Carr Heights neighborhood for Black homebuyers. This 120 unit complex offers wellness, recreational, and communal amenities. This project models Creative Partnerships through the collaboration of the West Boulevard Neighborhood Coalition, Westside Community Land Trust, City of Charlotte, local businesses, and Soho Housing Partners/The Paces Foundation.

Three Sisters Co-op (Charlotte, NC)

- For years, Charlotte's West Blvd corridor has been a food desert. In response, residents created the Three Sisters Market, a 15,000 SF food co-op that will offer fresh food, community event spaces, cooking classes, and a co-working area to support local economic growth.



1. Three Sisters Co-Op 2. Smithville Community Plan 3. Legacy at Carr Heights 4. The Renaissance

SOUTH SECTION OF WAYMER PARK

FOCUS AREA 03 - DAY 02

Brainstorming and Organizing Data

At the community workshop, residents shared a variety of ideas and priorities for the future of the South Section of Waymer Park. From these conversations, four main themes emerged that reflect the community’s vision for thoughtful growth, connection to nature, and respect for local history.

DEVELOPMENT ROOTED IN NATURE & HISTORY

Residents emphasized that any future development should reflect the area’s rural character and cultural history.

Proposals like a food co-op, garden space, and outdoor amphitheater highlight a desire to reconnect with the land, celebrate local heritage, and preserve the natural environment, especially by saving trees and maintaining open green space.

HOUSING THAT RESPECTS SCALE & COMMUNITY NEEDS

If housing is pursued, the community supports small-scale, affordable options like a pocket neighborhood with homes under 1,500 sq ft that meet the needs of current residents without inviting large-scale change.

There was a strong interest in creating opportunities for aging in place and multigenerational living, ensuring that longtime residents can stay rooted in the community.

WELLNESS, GATHERING, & EVERYDAY CONNECTION

The vision includes places where people can connect, reflect, and recharge—whether through peaceful green spaces, trails, or a small community pool.

Residents stressed the importance of mental and emotional well-being, and the desire for spaces that are safe, welcoming, and promote social connection.

INFRASTRUCTURE & ACCESS FOR COMMUNITY GROWTH

Improved infrastructure, such as roads, ADA-accessible trails, and basic utilities, was seen as a necessary foundation for any future development.

However, community members were clear that these upgrades should serve the needs of the current population and support thoughtful, community-centered growth rather than major expansion.

SOUTH SECTION OF WAYMER PARK

FOCUS AREA 03 - DAY 02

Results of Preference Survey (Number of Votes)

The concepts below highlight the community feedback recieved for Focus Area 03, located in the southern section of Waymer Park. This Mecklenburg County-owned site, identified for potential collaboration with the Town of Huntersville and other partners, offers a valuable opportunity to reimagine underutilized open space as a dynamic community hub. At the Community Showcase event, residents explored a range of conceptual ideas, including an Amphitheater/Performance Venue, Farming Heritage, Pocket Neighborhood, and Recreational Uses. Attendees were invited to vote for their top three ideas across these four categories, helping to shape a shared vision rooted in both creativity and community priorities.

Community Comments

- Concerns about parking for amphitheater
- Promote mixed-age and appropriately scaled housing, avoiding large-scale developments that may disrupt community character.
- Facilitate a meeting between Pottstown residents, town representatives, and county officials to clarify ownership responsibilities, address concerns, and define roles and next steps.





VACANT LAND ALONG NC 115

FOCUS AREA 04

This vacant, County-owned land along the proposed LYNX Red Line corridor is located at the edge of the Pottstown neighborhood, between Verhoeff Drive and Holbrooks Road. Positioned across from residential communities and adjacent to key landmarks such as the Torrence-Lytle School and David B. Waymer Park, the site naturally serves as a gateway into the neighborhood.

In conversations with residents, many recalled memories of walking along the tracks to travel between home, school, or friends' house, especially from the more remote areas of Pottstown. In broader American culture, railroad tracks have often symbolized division, sometimes used to label neighborhoods as "the other side of the tracks," a phrase frequently tied to low-income or minority communities and used to reinforce negative stereotypes.

Although this site is currently underutilized, its prominent location presents a unique opportunity to reshape that narrative. As an entry point into Pottstown, it has the potential to reflect the community's history, resilience, and pride. It has the ability to transform it into a welcoming space that honors the past while looking toward the future.

VACANT LAND ALONG NC 115

FOCUS AREA 04 - DAY 01

Similar Example Projects

To support the gateway vision, we shared case studies illustrating how communities use walkways, trails, and architecture to celebrate their history and identity. These examples offered strategies for educating visitors and creating a strong sense of place.

Two Notable Examples

The Atlanta Beltline (Atlanta, GA)

- An urban redevelopment project that repurposed former rail corridors into trails, parks, and public art, promoting walkability and connectivity, while highlighting Atlanta’s history through storytelling and community programming.

Purposeful Walk at The Pearl (Charlotte, NC)

- Located in Charlotte’s Innovation District (The Pearl), this pedestrian pathway integrates signage and landscape design to share the story of Brooklyn, a once-thriving Black neighborhood lost to urban renewal. Curated by original residents, it honors the legacy and ensures its history remains a visible part of the district’s future.



1. Charlotte Innovation District - Purposeful Walk 2. The Atlanta Belt Line 3. Matthews Historical Trail

VACANT LAND ALONG NC 115

FOCUS AREA 04 - DAY 02

Brainstorming and Organizing Data

At the Community Workshop, residents shared a wide range of ideas and suggestions for reshaping the entry points to Pottstown and creating meaningful landmarks that reflect the town’s identity and presence. From these conversations, three main themes emerged.

OLD HOSPITAL SITE

The vacant lot across NC 115 was once the site of the old hospital—a place that many Pottstown residents relied on for care and where many also worked.

While the hospital is no longer in operation and the site lies just outside Pottstown’s official boundaries, it holds connections to the community. Because of its history and location, this could once again serve the people of Pottstown.

Community members have suggested using the space for resources that reflect local needs and priorities, such as a health clinic, a public park/ flower garden, unique local retail or senior housing.

NATURAL HERITAGE

A consistent theme that emerged when speaking with residents about the town’s entrance was the desire to activate space through nature and thoughtful landscaping.

Many shared that creating beauty through planting can uplift the spirit of the community and create an inviting space. Suggestions included planting flowers, starting a community garden, and adding more greenery throughout the area.

Residents also envisioned the landscape space that invites connection—places to play chess, sit and watch the train pass, or simply gather with a neighbor.

NEIGHBORHOOD IDENTITY

Pottstown is a historic town with a rich heritage and a strong sense of identity. As part of ongoing community engagement efforts, residents have expressed a desire to establish a landmark that acknowledges and celebrates the town’s presence.

Placing a welcoming marker at the community’s entrance is viewed as a meaningful step toward increasing visibility and fostering community pride. Potential landmarks could include wayfinding elements that guide visitors to key sites, decorative street toppers, billboards, or a public art wall that shares the stories and events in Pottstown.

VACANT LAND ALONG NC 115

FOCUS AREA 04 - DAY 02

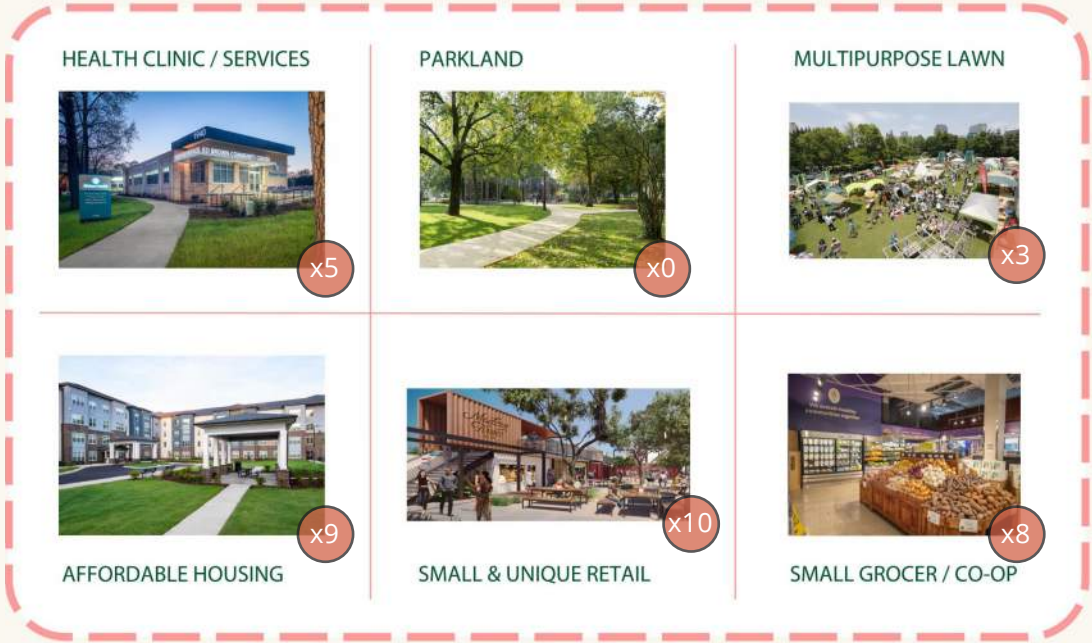
Results of Preference Survey (Number of Votes)

The concepts below reflect community feedback from a visualization board about the first day of engagement for Focus Area 04. The Mecklenburg County-owned rail right-of-way and the old hospital site (owned by Atrium Health and the Southside Neighborhood) offer partnership opportunities to transform underutilized space into community landmarks and a resource hub. Residents expressed strong interest in affordable housing and local retail at the hospital site, along with pole banners, historic plaques, and decorative street toppers. Seasonal entry decorations at the HC 114 site were also well received.

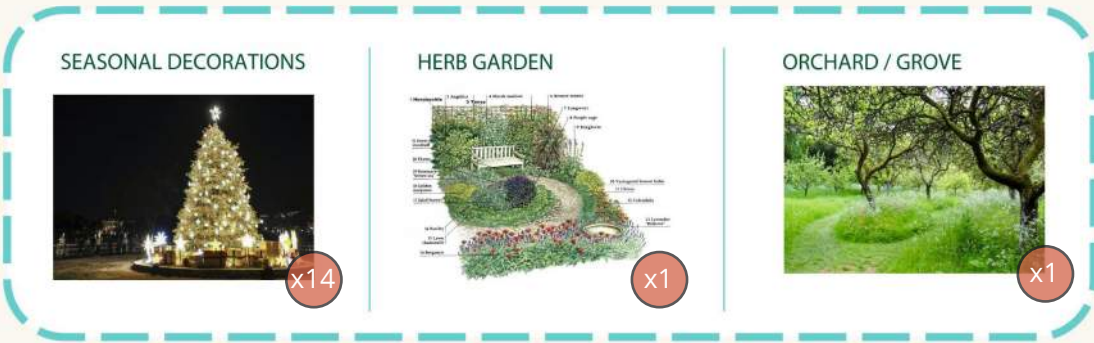
Community Comments

- Street sign toppers are already in progress.
- Provide clearer communication about the distinctions between workforce housing and affordable housing.
- Emphasize interest in a small, locally operated grocer or co-op rather than a large chain store.
- Recommend installing a traffic signal and safe pedestrian access (bridge or crosswalk) at the Holbrooks Road and Old Statesville Road intersection.
- Preserve or acknowledge the community tree traditionally decorated for Christmas.

01. OPTIONS & USES FOR OLD HOSPITAL SITE



03. NEIGHBORHOOD IDENTITY FEATURES



02. NATURAL HERITAGE THEME



DOOR TO DOOR ENGAGEMENT

Introduction

This engagement was developed to directly connect with residents and raise awareness about the Pottstown Community Preservation Plan. Guided by community input, it focused on reaching those unlikely to attend public meetings by visiting them at home. Neighboring Concepts facilitated the outreach, discussing residents' values and hopes for Pottstown's future. To build trust and promote participation, the team used flyers, social media, and word-of-mouth, and walked with a trusted neighborhood advocate to ensure informed and authentic connections.

Goals

- Identify and reach underrepresented voices and encourage continued participation
- Build trust and deepen relationships with residents
- Ensure resident voices shape the preservation plan
- Strengthen awareness of upcoming events and engagement opportunities

Successful Engagement Conducted

- **Wednesday, May 14th**
11:30am - 1:30pm
Accompanied by Ms. Varona Wynn
(Torrence-Lytle Alumni Association)
- **Saturday, May 24th**
9:00am - 11:30am
Janelle Harris (Mababu Live)
Hosted Community Clean Up
- **Tuesday, June 3rd**
4:00pm - 6:00pm
Accompanied by Janelle Harris (Mababu Live)
and Agustin Hinojosa (Pottstown Heritage Group)



POP UP EVENTS

Introduction

These were created to meet residents at local events and gatherings, fostering casual, welcoming connections and sparking natural conversations about the Community Preservation Plan. At each event, the team used large notepads for live notes, sticky-dot voting, and one-pagers outlining project and contact information. These quick, accessible, and interactive activities helped residents of all ages share ideas, priorities, and concerns, reinforcing a sense of inclusion and momentum for Pottstown's future.

Goals

- Increase visibility and awareness of the Pottstown Community Preservation Plan
- Create low-barrier opportunities for residents to provide input in informal settings
- Build trust and show presence at events organized by and for the community
- Capture diverse perspectives and highlight shared values, needs, and hopes for Pottstown

Successful Engagement Conducted

- **Community Resource Fair**
Saturday, October 19, 2025
10:00am - 1:00pm
United House Of Prayer For All People
Huntersville, NC
- **HCDA Festival**
Saturday, June 7th, 2025
10:00am - 1:30pm
David B. Waymer Park
Huntersville, NC
- **Juneteenth Celebration Block Party**
Thursday, June 19th, 2025
6:00pm - 9:00pm
Veterans Park
Huntersville, NC

POTTSTOWN RESIDENT MEETING

DAVID B. WAYMER CENTER

Introduction

In response to community feedback, the session was held without Town representatives present, creating a space for open and honest dialogue among neighbors. Facilitated by Neighboring Concepts, the meeting brought together residents, local leaders, advocates, and representatives from various neighborhood groups- such as the Torrence Lytle Alumni Association, the Pottstown Heritage Group, and Mababu Live- to speak candidly about the challenges and opportunities facing Pottstown. There is a strong need to feel seen, heard, and valued, especially amid fears of displacement and erasure.

Takeaway

The insights collected reflect ongoing challenges around governance, annexation, service equity, representation, and the need for meaningful community engagement. Residents have expressed a strong desire for greater visibility, recognition of past injustices, and a more collaborative relationship with the Town and County.

01 GOVERNANCE AND ANNEXATION

- Residents expressed frustration over town and county meetings being scheduled at the same time, possibly to limit participation
- Residents called for clearer communication around town boundaries and ETJ reform, noting that essential services like trash pickup and streetlights are only provided within town limits. There’s a need to clearly outline the differences in taxes and services, with separate strategies for residents inside and outside the town.
- Residents call for dedicated liaisons between Pottstown and both the Town of Huntersville and County leadership to improve communication and accountability.
- Interconnectedness of people and the importance of collective responsibility

03 REPRESENTATION AND VISIBILITY

- Suggestion was made to modify signage (as in Gibson Park) to clearly define the neighborhood boundaries
- Residents requested a community entrance sign or monument to reflect pride and recognition.
- Interest in identifying a community historian or consultant to document Pottstown’s legacy, gather oral histories, and preserve cultural assets (e.g., graveyards).
- Interconnectedness of people and the importance of collective responsibility

02 COMMUNITY NEEDS AND DESIRES

- Residents emphasized the need for Community Benefit Agreements, reinvestment, and protections against displacement.
- There is a strong desire for community voice in land use and housing decisions.
- Seniors advocated for access to tax relief programs like the Homestead Act.
- Resident concerns about new development led to suggestions for housing size caps (e.g., 1200 sq ft).
- Interconnectedness of people and the importance of collective responsibility

04 PRESERVATION

- Community emphasized the importance of being more engaged “on foot” and through accessible in-person efforts.
- Residents expressed the need for a secure, accessible space to preserve historical documents and memorabilia, without requiring a formal museum.
- Seniors would like to engage the next generation (30–40-year-old age group) more effectively to empower for the future

POTTSTOWN COMMUNITY LEADERS FORUM

Introduction

The Community Leaders Forum served as a panel discussion that brought together experienced organizers, local stakeholders, and Pottstown residents to explore strategies for preventing displacement and strengthening community power. Building on momentum from earlier workshops, the forum focused on practical tools and organizational structures to advance a shared, community-led vision for Pottstown’s future.

Neighboring Concepts convened the panel, featuring seasoned organizers Shamaie Haynes, Rickey Hall, and Tiffany Capers- each of whom has successfully led efforts to resist gentrification in their own communities. The conversation created space for these leaders to share hard-earned insights on how Pottstown can remain rooted and resilient amid the pressures of rapid change.

Goals

- 1. To build on ongoing efforts of engaging the community and brainstorming anti-displacement tools
- 2. To learn insights and lessons from peer communities
- 3. Strengthen local leadership, vision, and alignment
- 4. Inspire collective action rooted in community values

PANELISTS

Shamaie Haynes | Shamaiye@QCFamilyTree.org

Executive Director of QC Family Tree

Encouraged neighbors to organize collectively- reminding that “you only get what you organize for” and emphasized that building true community power requires patience and long-term commitment.



Rickey Hall | rickey@westblvdnc.org

Senior Board Chair of West Boulevard Neighborhood Coalition and Westside Community Land Trust

Champions the Community Land Trust (CLT) model as a tool to preserve affordability and urged residents to understand the systems at play- push for edification instead of gentrification.



Tiffany Capers | tiffany.capers@crossroadscorporation.org

Executive Director, CrossRoads Corporation for Affordable Housing and Community Development

Highlighted the importance of starting with shared understanding (“Inaba”) before diving into action and advocated for asset-based mindsets.



POTTSTOWN COMMUNITY LEADERS FORUM

KEY TAKEAWAYS

Conclusion

As Rickey Hall shared, “We’ll embrace change and growth, but we won’t embrace gentrification.” Moving forward will require organizing around strategies that protect community, culture, and place. Establishing a trusted leader or organization to steward this work, while staying in close conversation with experts and using available resources, will be key to ensuring that preservation efforts are community-led, rooted in care, and built to last.

Call to action

- Decide on a shared priority (ex: access to homes that are affordable on a fixed income)
- Establish or form a 501(c)(3) CDC to lead the effort
- Connect with mentors in land trusts, real estate, and nonprofit strategy
- Partner with existing land trusts to build capacity
- Advocate for community-led planning and anti-displacement protections
- Ensure developers engage directly with the community before building

01 COMMUNITY-LED ORGANIZING

- Commitment, transparency, and strong neighbor-to-neighbor relationships are foundational
- Create a culture of shared responsibility and vision
- Advocate for planning frameworks driven by the community
- Interconnectedness of people and the importance of collective responsibility

02 ANTI-DISPLACEMENT TOOLS

- Explore Land trusts. Would require at least 10 committed people to form a Board of Directors, a strategic plan, and possibly an Executive Director
- However, Land trusts are complex to build from scratch, so partnering with an existing trust, like the West Side Community Land Trust, may be the most effective path forward
- Deed restrictions can preserve generational ownership of land and homes
- Shared equity models of ownership would be an option but the community should consider tax implications

03 DEVELOP LOCAL INFRASTRUCTURE

- Community Quarterbacks are individuals or entities with deep knowledge of housing, planning, or organizing who help guide strategy and ensure coordination. While they are not the same as a CDC, Pottstown would benefit from identifying or bringing in a trusted quarterback to help lead and manage these complex efforts
- Community Development Corporations (CDCs) are nonprofit organizations that can own property, apply for funding, and serve as formal community representatives in development decisions
- Both are key to managing land, securing funding, and making development decisions. interconnectedness of people and the importance of collective responsibility

04 TRANSIT AND DEVELOPMENT

- Prepare for potential TOD zoning by prioritizing a community-led Transit Plan
- Push for community benefits and early engagement from developers
- Any development must consider the community as an ecosystem with existing needs, voices, and values



Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Public Hearing: Abandon a Portion of Thread Ln (formerly North Main St)

EXPLAIN REQUEST:

Conduct a public hearing to abandon a portion of Thread Lane. The west end of Thread Lane (formerly N Main Street) intersecting NC115 (Old Statesville Road) was closed due to the realignment of roads.

ACTION RECOMMENDED:

Conduct public hearing

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Image of Area to be Abandoned
2. Staff Report - ROW Abandonment Thread Ln (N Main St) and Attachments

100-199

Southland Rd

115

15000-15031

Approx area to be
Abandoned.

13700-14099

Thread Ln

115

N Old Statesville Rd

14934-14999

14930-0

0-0

Fourth St

100-101

102-199

N Old Statesville Rd

14932-0

14926-0

14928-0

Huntersville

N Main St

50-99

13000-13699

N Old Statesville Rd

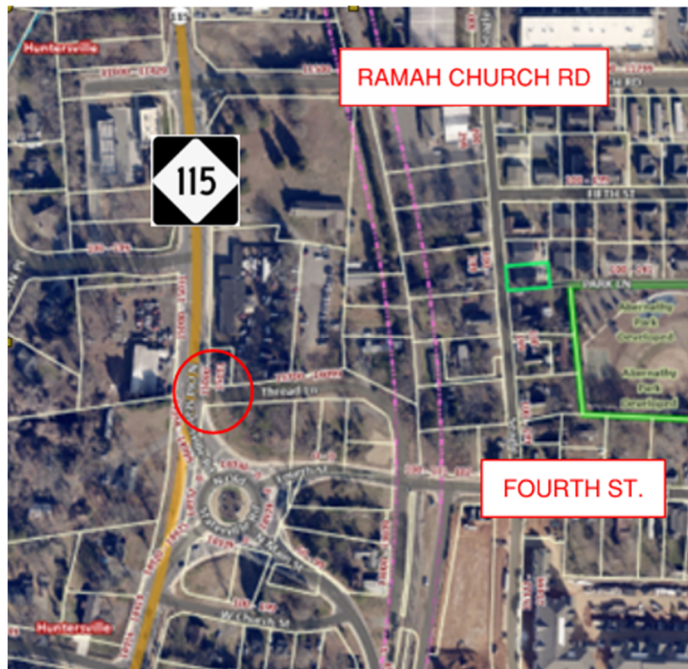
14920-14925

Right-of-Way Abandonment Petition: A Portion of a Street (Right-of-Way)

PART 1: DESCRIPTION

Right-of-Way Abandonment Petition: To Abandon a Portion of the Public Street (right-of-way) Thread Lane (formally North Main St.). The area of abandonment is 0.050+/- acres.

PART 2: LOCATION



PART 3: BACKGROUND

The Town of Huntersville upgraded and realigned the intersection of NC115 (Old Statesville Rd) and North Main Street to a roundabout with multi use paths. The image above shows the approximately 50 linear feet section of roadway no longer in use.

North Carolina General Statute (NCGS) 160A-299, see Attachment B, gives the Town Board the authority to abandon street Right-of-Way (within the Town Limits) following a public hearing and a determination that the abandonment:

- Is not detrimental to the public interest, or the property rights of any individual.
- Does not deprive any individual(s) that own property nearby of reasonable means of ingress and egress to their property.
- Is not contrary to the adopted policy to preserve existing right-of-way for connectivity.



PART 4: STAFF RECOMMENDATION

Staff finds the right-of-way abandonment:

- Is not a detriment to public interest, or property rights of adjacent parcels.
- Does not deprive any individuals a reasonable means of ingress and egress to their property.
- Does not adversely affect connectivity.

Therefore, staff recommends approval of the right-of-way abandonment for a portion of this Public Street (Right-of-Way).

Pursuant to §160A-299 notice of the intent to close this Unopened Public Right-of-Way (Street) (see Attachment B) was advertised in the newspaper. Copies of the notice were mailed to adjacent property owners, (the Town owns both adjacent parcels in this case) and two signs were posted along the right-of-way. Staff received no comments from adjacent property owners.

PART 6: PUBLIC HEARING

The Public Hearing will be held on October 7th, 2025 at 6pm.

PART 7: ATTACHEMENTS

Attachment A: Right-of-Way Abandonment Petition

Attachment B: NCGS Section 160A-299

Attachment C: Resolution of Intent to Close and Abandon A Portion of a Street

Attachment A - Signed Petition

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG PETITION

TO THE MEMBERS OF THE BOARD OF COMMISSIONERS OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

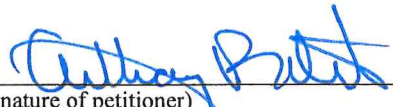
Town of Huntersville (name of petitioner) respectfully files this Petition and requests that (a portion or all of), (name of street or location of alley) Thread Lane (formerly North Main St) lying (general description of location) approx 700LF south of the intersection of Ramah Church Road and NC115, to its former terminus at Thread Ln. as shown on the map attached hereto and made a part hereof marked "Exhibit A", be closed and abandoned in accordance with the provisions of Chapter 160A, Section 299, subsection (a) of the General Statutes of North Carolina.

In support of this Petition, your petitioner respectfully alleges that:

1. (give reason for requested closing) Thread Ln no longer intersects to NC 115 (Old Statesville Rd)
2. The closing of a portion of Thread Ln Street is not contrary to the public interest.
3. No individual, partnership or corporation owning property in the vicinity of Thread Ln Street or in the subdivision in which it is located will be deprived of reasonable means of ingress and egress to his or its property by virtue of the closing.
4. The street (or portion thereof) which petitioner requests be closed and abandoned is more particularly described by interested bounds in "Exhibit B", attached hereto and made a part hereof.
5. The street (or portion thereof), requested to be closed and abandoned has not been previously accepted by the North Carolina Department of Transportation for maintenance.

Wherefore, the petitioner respectfully requests the Board of Commissioners of the Town of Huntersville consider this Petition and set the time for public hearing upon this matter as required by law.

Respectfully submitted the 20 day of Aug, 2025


(signature of petitioner)

Anthony Roberts for the Town of Huntersville
(Print Name)

Address: 101 Huntersville-Concord Rd,
Huntersville, NC 28070

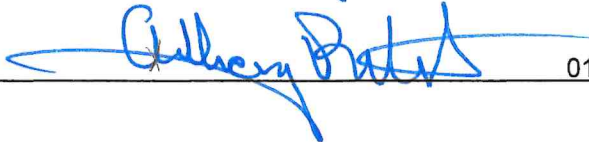
Telephone Number: 704-766-2201

**RIGHT-OF-WAY ABANDONMENT
AGREEMENT OF UNDERSTANDING**

The following property owners have parcels that adjoin the public right-of-way

The Town of Huntersville. They hereby indicate, by signature, that they agree with the proposal to abandon that right-of-way. They further understand that once abandoned, a portion of that right-of-way becomes their property. The owners will then be responsible for maintenance and any additional property taxes that may result from the increase in the size of their original parcel.

I understand the statement above and agree with the proposed abandonment.

Name/Address of Property Owner	Signature	Parcel Number
<u>Town of Huntersville</u>		<u>019-013-03</u>
<u>Town of Huntersville</u>		<u>019-012-01</u>

Attachment B - NC General Statues

§ 160A-299. Procedure for permanently closing streets and alleys.

(a) When a city proposes to permanently close any street or public alley, the council shall first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. The resolution shall be published once a week for four successive weeks prior to the hearing, a copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along the street or alley. If the street or alley is under the authority and control of the Department of Transportation, a copy of the resolution shall be mailed to the Department of Transportation. At the hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the council may adopt an order closing the street or alley. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.

(b) Any person aggrieved by the closing of any street or alley including the Department of Transportation if the street or alley is under its authority and control, may appeal the council's order to the General Court of Justice within 30 days after its adoption. In appeals of streets closed under this section, all facts and issues shall be heard and decided by a judge sitting without a jury. In addition to determining whether procedural requirements were complied with, the court shall determine whether, on the record as presented to the city council, the council's decision to close the street was in accordance with the statutory standards of subsection (a) of this section and any other applicable requirements of local law or ordinance.

No cause of action or defense founded upon the invalidity of any proceedings taken in closing any street or alley may be asserted, nor shall the validity of the order be open to question in any court upon any ground whatever, except in an action or proceeding begun within 30 days after the order is adopted. The failure to send notice by registered or certified mail shall not invalidate any ordinance adopted prior to January 1, 1989.

(c) Upon the closing of a street or alley in accordance with this section, subject to the provisions of subsection (f) of this section, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley.

The provisions of this subsection regarding division of right- of-way in street or alley closings may be altered as to a particular street or alley closing by the assent of all property owners taking title to a closed street or alley by the filing of a plat which shows the street or alley closing and the portion of the closed street or alley to be taken by each such owner. The plat shall be signed by each property owner who, under this section, has an ownership right in the closed street or alley.

(d) This section shall apply to any street or public alley within a city or its extraterritorial jurisdiction that has been irrevocably dedicated to the public, without regard to whether it has actually been opened. This section also applies to unopened streets or public alleys that are shown on plats but that have not been accepted or maintained by the city, provided that this section shall not abrogate the rights of a dedicator, or those claiming under a dedicator, pursuant to G.S. 136-96.

(e) No street or alley under the control of the Department of Transportation may be closed unless the Department of Transportation consents thereto.

(f) A city may reserve a right, title, and interest in any improvements or easements within a street closed pursuant to this section. An easement under this subsection shall include utility, drainage, pedestrian, landscaping, conservation, or other easements considered by the city to be in the public interest. The reservation of an easement under this subsection shall be stated in the order of closing. The reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city.

(g) The city may retain utility easements, both public and private, in cases of streets withdrawn under G.S. 136-96. To retain such easements, the city council shall, after public hearing, approve a "declaration of retention of utility easements" specifically describing such easements. Notice by certified or registered mail shall be provided to the party withdrawing the street from dedication under G.S. 136-96 at least five days prior to the hearing. The declaration must be passed prior to filing of any plat or map or declaration of withdrawal with the register of deeds. Any property owner filing such plats, maps, or declarations shall include the city declaration with the declaration of withdrawal and shall show the utilities retained on any map or plat showing the withdrawal. (1971, c. 698, s. 1; 1973, c. 426, s. 47; c. 507, s. 5; 1977, c. 464, s. 34, 1981, c. 401; c. 402, ss. 1, 2; 1989, c. 254; 1993, c. 149, s. 1; 2015-103, s. 1.)

Attachment C - Adopted Resolution of Intent to Close



RESOLUTION OF THE TOWN OF HUNTERSVILLE DECLARING INTENT TO ABANDON AND CLOSE A PORTION OF THREAD LN, (FORMERLY NAMED NORTH MAIN ST)

Resolution No. R-2025-21

WHEREAS, the Town of Huntersville (the "Town") has filed a petition to close a portion of Thread Ln, in the Town of Huntersville, as further described in Exhibit A – Legal Descriptions; and

WHEREAS, N.C.G.S. §160A-299 allows for municipality to permanently close any street or public alley; and

WHEREAS, N.C.G.S. §160A-299 requires that the Board of Commissioners for the Town of Huntersville (the "Board") first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for four successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or public alley; and

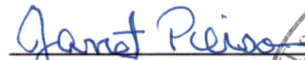
WHEREAS, the Board desires to, pursuant to N.C.G.S. §160A-299, declare its intent to close a portion of Thread Ln, as further described in Exhibit A.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board resolves that it intends to close a portion of Thread Ln, as further described in Exhibit A.
2. The Town Board hereby calls a public hearing on the question of closing a portion of Thread Ln to be held at 6:00pm on Tuesday, the 7th day of October, 2025, at Town Hall, 101 Huntersville-Concord Rd, Huntersville, NC, 28078, or location as otherwise designated by the Board.
3. The Clerk of the Board is hereby directed to publish a copy of this Resolution once a week for four successive weeks prior to the public hearing.
4. This Resolution shall be effective as of the date its adoption.

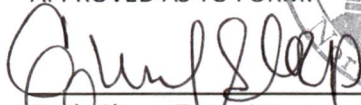
Adopted this 2nd day of September, 2025

ATTEST:


Janet Pierson, Town Clerk


Christy Clark, Mayor

APPROVED AS TO FORM:


Emily Sloop, Town Attorney

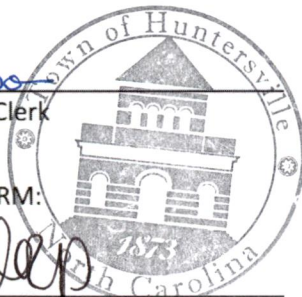


EXHIBIT A – LEGAL DESCRIPTIONS

RIGHT-OF-WAY ABANDONMENT DESCRIPTION:

BEING A PORTION OF THREAD LANE (FORMERLY N. MAIN STREET) HAVING A VARIABLE PUBLIC DEDICATED RIGHT-OF-WAY AS RECORDED IN DEED BOOK 33461, PAGE 869 AND AS SHOWN ON PLANS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, PROJECT NO. U-5908, ALL RECORDED IN THE MECKLENBURG COUNTY REGISTER OF DEEDS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND NCDOT DISC LOCATED ON THE EASTERLY VARIABLE PUBLIC RIGHT-OF-WAY OF NC HIGHWAY 115-N. OLD STATESVILLE ROAD; HAVING N.C. NAD 83(2011) GRID COORDINATES OF N=612,381.57 AND E=1,451,334.77'; THENCE LEAVING SAID NCDOT RIGHT-OF-WAY DISC AND ALONG WITH THE EASTERLY VARIABLE PUBLIC RIGHT-OF-WAY OF NC HIGHWAY 115-N. OLD STATESVILLE ROAD
N 10°17'06" W A DISTANCE OF 44.06' TO A SET #4 REBAR; SAID #4 REBAR BEING **THE POINT OF BEGINNING**; THENCE ALONG WITH THE THREAD LANE (FORMERLY N. MAIN STREET) RIGHT-OF-WAY ABANDONMENT THE FOLLOWING FOUR (4) CALLS:

1. S 85°52'04" W A DISTANCE OF 25.69' TO A SET #4 REBAR;
2. N 19°17'59" W A DISTANCE OF 14.70' TO A SET #4 REBAR;
3. WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 63.62', AN ARC DISTANCE 17.62' AND A CHORD BEARING AND DISTANCE OF N 05°16'37" W 17.56' TO A SET #4 REBAR;
4. N 02°39'21" E A DISTANCE OF 19.66' TO A NCDOT RIGHT-OF-WAY DISC;

SAID NCDOT RIGHT-OF-WAY DISC BEING LOCATED ON THE EASTERLY VARIABLE PUBLIC RIGHT-OF-WAY OF NC HIGHWAY 115-N. OLD STATESVILLE ROAD AND THE TOWN OF HUNTERSVILLE, (DB 33461, PG 869), ALL RECORDED IN THE AFORESAID REGISTRY; THENCE ALONG WITH THE EASTERLY VARIABLE PUBLIC RIGHT-OF-WAY OF NC HIGHWAY 115-N. OLD STATESVILLE ROAD AND THE TOWN OF HUNTERSVILLE, S 72°57'36" E A DISTANCE OF 32.16' TO A SET MAG NAIL; SAID SET MAG NAIL BEING LOCATED ON THE COMMON LINE OF THE EASTERLY VARIABLE PUBLIC RIGHT-OF-WAY OF NC HIGHWAY 115-N. OLD STATESVILLE ROAD, THE TOWN OF HUNTERSVILLE AND THE NORTHERLY VARIABLE PUBLIC RIGHT-OF-WAY LINE OF THREAD LANE (FORMERLY N. MAIN STREET); THENCE ALONG WITH THE COMMON LINE OF THE NORTHERLY VARIABLE PUBLIC RIGHT-OF-WAY LINE OF THREAD LANE (FORMERLY N. MAIN STREET) AND THE TOWN OF HUNTERSVILLE, S 85°19'02" E A DISTANCE OF 22.13' TO A SET MAG NAIL; THENCE LEAVING THE COMMON LINE OF THE NORTHERLY VARIABLE PUBLIC RIGHT-OF-WAY LINE OF THREAD LANE (FORMERLY N. MAIN STREET) AND THE TOWN OF HUNTERSVILLE, S 03°05'46" W A DISTANCE OF 36.55' TO A SET #4 REBAR, SAID #4 REBAR BEING LOCATED ON THE SOUTHERLY VARIABLE PUBLIC RIGHT-OF-WAY LINE OF THREAD LANE (FORMERLY N. MAIN STREET) AND THE TOWN OF HUNTERSVILLE (DB 30204, PG 517), ALL RECORDED IN THE AFORESAID REGISTRY; THENCE ALONG WITH THE COMMON LINE OF THE SOUTHERLY VARIABLE PUBLIC RIGHT-OF-WAY LINE OF THREAD LANE (FORMERLY N. MAIN STREET) AND THE TOWN OF HUNTERSVILLE, S 85°52'04" W A DISTANCE OF 19.69' TO A SET #4 REBAR; SAID #4 REBAR BEING **THE POINT AND PLACE OF BEGINNING**, HAVING AN AREA OF 2,178 SQUARE FEET, OR 0.050 ACRES, MORE OR LESS AND AS SHOWN ON A SURVEY BY PROFESSIONAL PROPERTY SURVEYORS DATED AUGUST 14, 2025.



Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Abandonment of a Portion of Thread Ln Resolution

EXPLAIN REQUEST:

Abandoning a portion of Thread Ln

ACTION RECOMMENDED:

Adopt Resolution.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Exhibit A - Thread Ln



RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ABANDON AND CLOSE A PORTION OF THREAD LANE

Resolution No. R-2025-22

WHEREAS, the Town of Huntersville has filed a petition to close a part of Thread Lane, in the Town of Huntersville, as further described in Exhibit A – Legal Description; and

WHEREAS, N.C.G.S. § 160A-299 allows for a municipality to permanently close any street or public alley; and

WHEREAS, said resolution of intent to close the street was published for a period of once a week for four successive weeks; and

WHEREAS, said resolution of intent was sent by mail to all owners of property adjoining the streets, and a notice of closing and public hearing was prominently posted in at least two places along the streets; and

WHEREAS, a public hearing was held on the 7th day of October 2025, where the Board of Commissioners determined that the closing of a portion of Thread Lane is not contrary to the public interest, that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property, and is not contrary to the adopted policy to preserve existing right of way for connectivity.

WHEREAS, the Board desires to, through this Order and pursuant to N.C.G.S. § 160A-299, order the closing of a portion of Thread Lane, as further described in Exhibit A.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board hereby, through this Order, orders the closure of a portion of Thread Lane, as further described in Exhibit A.
2. This Resolution shall be effective as of the date of its adoption.
3. This Order shall be recorded in the Mecklenburg County Register of Deeds.

Adopted this 7th day of October, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A – LEGAL DESCRIPTIONS

RIGHT-OF-WAY ABANDONMENT DESCRIPTION:

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Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Traffic Calming Measures on Maple Branch Drive

EXPLAIN REQUEST:

Decision on the proposed placement of one (1) speed hump as a traffic calming measure on Maple Branch Dr, between Bank Fire Lane and Hwy 73 (Sam Furr Road).

ACTION RECOMMENDED:

Approve the proposed speed hump location

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Northbrook Sub - Maple Branch Dr Vicinity map
2. Speed Hump Location - Maple Branch



Sam Furr Rd

River Race Dr

Maple Branch Dr

~ 700 LF

Bank Fire Ln

Birdmeadow Dr

Retreat Dr

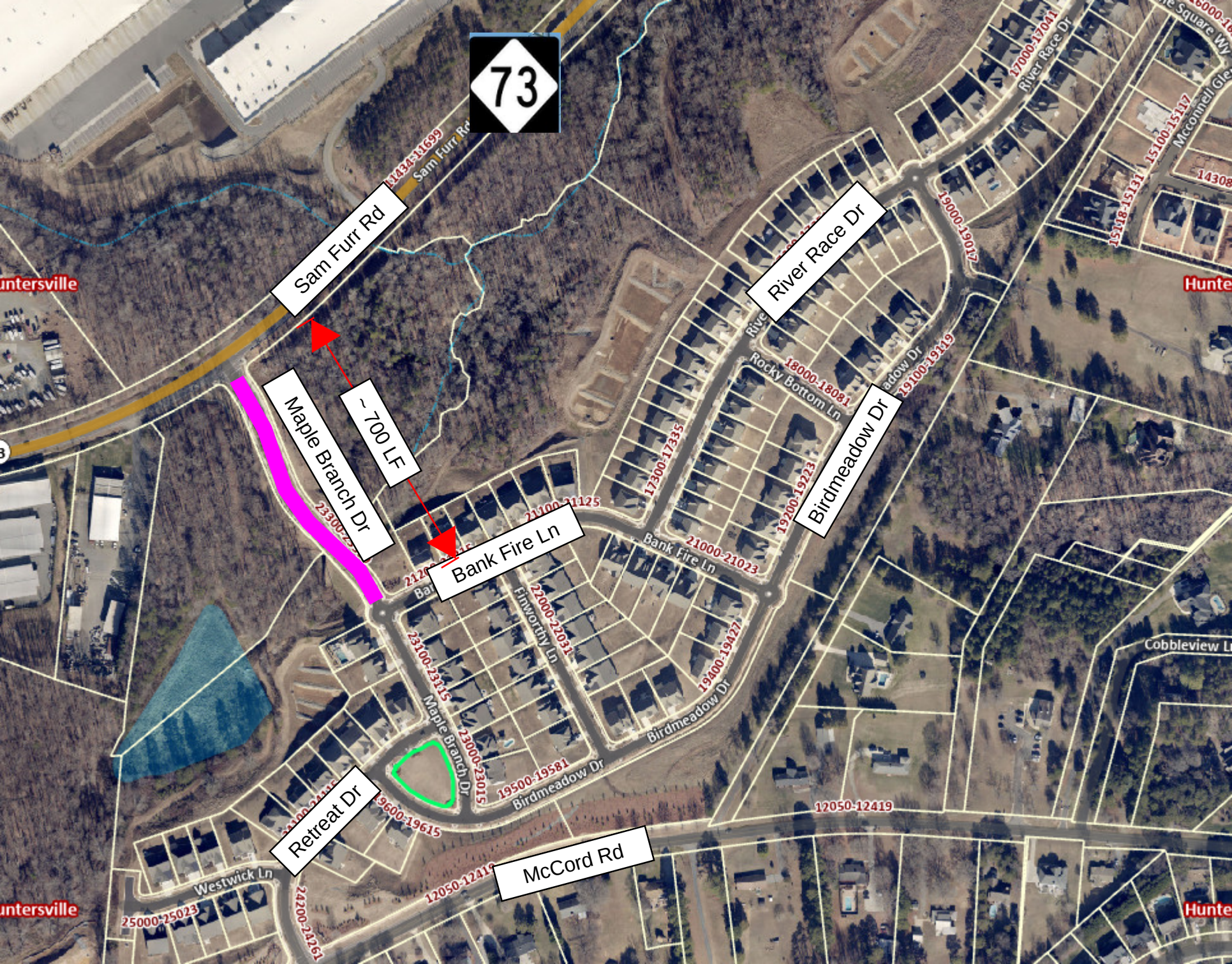
McCord Rd

intersville

Hunte

intersville

Hunte



Northbrook
Subdivision

Bank Fire

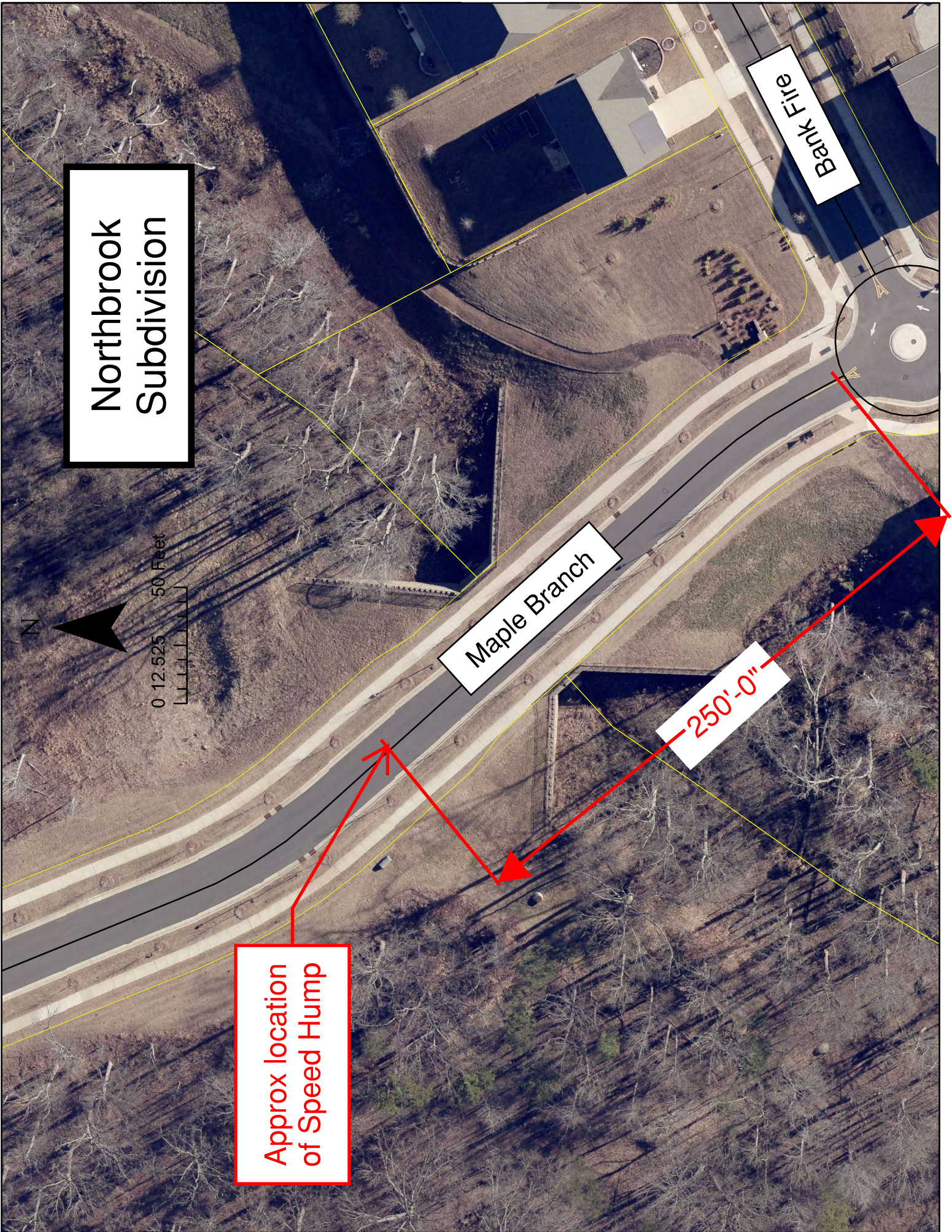
Maple Branch

250'-0"

Approx location
of Speed Hump

0 12.5 25 50 Feet

N





Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Kevin Josupait, Electric Systems Manager

Subject: Electrical Labor Contract Work for FY26

EXPLAIN REQUEST:

Formal Bids were solicited for contract labor for the FY26 period for electrical construction. Four bids were received and Huss Boring, LLC was the lowest, responsive, responsible bidder. This work will consist of underground and directional boring services for the installation of electric infrastructure as stated in the bid specifications.

ACTION RECOMMENDED:

Approve Award of Contract for Electric Construction for FY26 to Huss Boring, LLC in the amount of \$2,372,945.00 and authorize Town Manager to execute contract documents.

FINANCIAL IMPLICATIONS:

Contract amount is \$2,372.945.

ATTACHMENTS:

1. FY26 HVL Labor Contract Bid Summary_2025-08-07
2. FY26 HUSS BORING LLC LABOR CONTRACT_2025-09-08 (2)

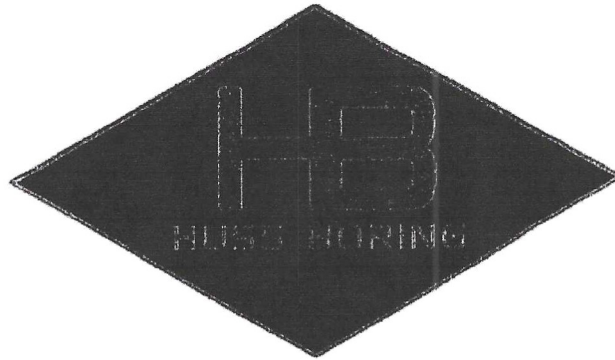
TOWN OF HUNTERSVILLE, NC LABOR CONTRACT FY26
LOCATION: 11316 SAM FURR ROAD, HUNTERSVILLE, NC 28078

BID OPENING: August 7, 2025 @ 2 PM

BID SUMMARY

	COMPANY				
	River City	Power Grid	Huss Boring, LLC	Lamberts Cable	
DIRECTIONAL BORING UNITS					
a. Conduit Installation Units	\$ 1,413,350.00	\$ 1,714,577.73	\$ 978,400.00	\$ 1,377,568.00	
b. General Construction Units	\$ 339,760.00	\$ 908,008.20	\$ 270,050.00	\$ 261,202.00	
c. Open Trench Units	\$ 354,275.00	\$ 617,842.80	\$ 327,750.00	\$ 399,122.50	
Subtotal	\$ 2,107,385.00	\$ 3,240,428.73	\$ 1,576,200.00	\$ 2,037,892.50	
MATERIALS INSTALLATION UNITS					
a. Boxes & Pads Units	\$ 100,950.00	\$ 234,089.35	\$ 133,050.00	\$ 80,203.30	
b. Streetlights & Security Units	\$ 68,500.00	\$ 143,830.50	\$ 83,750.00	\$ 69,687.50	
c. TX's & S/G Installation Units	\$ 44,750.00	\$ 139,869.95	\$ 121,750.00	\$ 35,050.75	
d. Termination Units	\$ 424,000.00	\$ 162,457.59	\$ 138,425.00	\$ 117,806.75	
E. Wire & Cable Units	\$ 253,000.00	\$ 973,878.40	\$ 319,770.00	\$ 260,030.00	
Subtotal	\$ 891,200.00	\$ 1,654,125.79	\$ 796,745.00	\$ 562,778.30	
TOTAL COST	\$ 2,998,585.00	\$ 4,894,554.52	\$ 2,372,945.00	\$ 2,600,670.80	

Huss Boring, LLC



803 North Washington Street
Shelby, NC 28150
(704) 481-7659
hussboring@yahoo.com
EIN: 47-2959094

Matt Huss – Owner/ Managing Member
License Number: 84465

Proposal for
Underground Electric and Directional Boring Crews
For the Town of Huntersville, North Carolina
DO NOT OPEN UNTIL 2:00 pm, AUGUST 7, 2025

ElectriCities of NC, Inc.
11316 Sam Furr Road
Huntersville, NC 28070
Attention: David Lucore



The energy behind public power



ELECTRICITIES OF NC, INC.

11316 SAM FURR ROAD

HUNTERSVILLE, NC 28078

MANAGING AGENT FOR THE TOWN OF HUNTERSVILLE, NC

CONTRACT FOR

UNDERGROUND AND DIRECTIONAL BORING CREWS FOR WORK IN

THE

TOWN OF HUNTERSVILLE, NORTH CAROLINA

FOR FISCAL YEAR 26

FROM SEPTEMBER 1, 2025, TO JUNE 30, 2026

NOTICE AND INSTRUCTIONS TO BIDDERS

1. Sealed proposals for furnishing labor and equipment for constructing the improvements to the Electrical Distribution System of the Town of Huntersville, North Carolina, (hereinafter called the "Owner") will be received on or before 2:00 PM, August 7, 2025, at the ElectriCities office at 11316 Sam Furr Road, Huntersville, NC 28078, at which time they will be publicly opened and read. Any bids received after the time and date specified will not be considered.
2. (a) The project consists of the construction of 7.2/12.5 KV distribution facilities for the Owner at the direction of their Electric System Managing Agent (ElectriCities).

Envelopes containing bids shall be marked as follows:

(Your Company Title)

(Address)

Formal Bid - Do Not Open until Deadline

Proposal for Underground Electric and Directional Boring Crews for the Town of Huntersville, NC

Bid Opening 2:00 p.m., August 7, 2025

License No. _____

VIA USPS:

To: ElectriCities of NC, Inc.

PO Box 2905

Huntersville, North Carolina 28070

Attention: David Lucore, Electric Systems Manager

VIA FEDEX, UPS OR OTHER COURIER SERVICE:

To: ElectriCities of NC, Inc.

11316 Sam Furr Road

Huntersville, North Carolina 28070

Attention: David Lucore

- (b) The Owner reserves the right to reject any or all proposals.
- (c) The successful bidder will, in general, furnish all the labor and equipment which may be necessary to affect the construction of the Owner budgeted expansion and improvement projects as directed by ElectriCities.
- (d) Although the schedule and availability of detailed plans is often subject to progress made by developers, the budget for fiscal Year 2026 includes underground electric construction for the following projects:

<u>Project</u>	<u>Description</u>
Caldwell Crossing	Mixed-Use Residential
Bryton Alliance	Apartments
Bryton Bulk Feeder	System Expansion
Bryton Industrial Phase 3	Industrial Units
Bryton, The Views @ Bryton	Apartments
Bryton Townhomes	Multi-Family Units
Bryton Woodfield	Multi-Family Units
Caldwell Station North	Multi-Family Units
Childers Subdivision	Single-Family Units
Commerce Industrial	Light Industrial
CPCC Relocation	Commercial
Huntersville East Bulk Feeder	System Expansion
McCord Road Bulk Feeder	Commercial
North Creek Village Phase 2	Commercial
North Creek Village Phase 2	Multi-Family Units
North Creek Village Phase 3	Multi-Family Units
North Mecklenburg High School	Commercial
Rosedale Townhomes	Multi-Family Units
Verhoeff Road Extension	System Expansion
Westmoreland Farms	Single-Family Units

(e) Proposal quantities are based on current information available for these projects and are subject to change as each developer or builder progresses toward construction ready plans. The total quantities of each unit are not guaranteed. The contractor shall be paid based on actual quantities installed, in-place, as measured and/or verified by ElectriCities.

(f) ElectriCities intends to provide specific project plans approximately a month before construction begins, including updated unit quantities. Contractor will provide an estimate for each project based on contract unit prices which will need to be approved via work order prior to commencing construction.

The Owner intends to furnish materials required for each project. A standard percentage markup will also be established for use when it is mutually agreeable to be more convenient for Contractor to furnish materials at the direction of and approved by the Owner or ElectriCities. In any event, the materials furnished by the Contractor shall not exceed \$29,999.

(g) In the event that project requires construction that is not covered by proposal units requested herein the Owner and Contractor will establish a mutually agreeable price to apply to such construction per change order.

3. The necessary forms and documents for bidders may be obtained from the Owner's Managing Agent, ElectriCities, at 11316 Sam Furr Road, Huntersville, NC 28078. Contact David Lucore at dlucore@electricities.org for copies of documents or with questions.
4. Proposals, together with all supporting instruments must be submitted on the forms furnished. The name and address of the Bidder, contractor's license number, and the date of the opening of the bids must all appear on the envelope in which the proposal is submitted. The Proposal shall be marked "Proposal for Underground Electric and Directional Boring Crews for the Town of Huntersville, North Carolina. DO NOT OPEN UNTIL 2:00 PM, AUGUST 7, 2025".

5. Consideration will be given only to bids of the Contractors licensed under the "North Carolina Act to Regulate the Practice of General Contracting." Contractors and subcontractors, in order to perform public work in the State of North Carolina, are required to hold State of North Carolina Contractor's licenses of the class required to perform the specified work. Contractor's license number shall be inserted in the appropriate place on the Proposal form, before Proposal will be considered. Evidence of subcontractor's compliance with the above shall be submitted to ElectriCities before starting subcontract work on public work contracts.
6. The Owner reserves the right to waive minor defects and informalities that would not prejudice other bidders, and which speaks to the responsiveness of the bid. Mathematical errors may be grounds for withdrawing a bid, if it meets grounds with withdrawal as set forth in N.C.G.S. 143-129.1.
7. Each Bidder shall include, and shall be deemed to have included, in the price quoted in the Contractor's Proposal for each number of units, the amounts which it is estimated will be payable by the successful Bidder on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment incorporated in the Project as part of such units. All taxes of the foregoing descriptions shall be payable by the Bidder to whom the Contract shall be awarded.
8. The successful Bidder will reimburse the Owner for all loss and breakage of materials installed or removed by the Bidder. Reimbursement shall be at current market prices for the salvageable materials removed. Current market prices shall be determined from the Owner's material invoices for replacing damaged materials. All scrap material shall remain the property of the Owner or be disposed of as directed by the Owner. The Owner will issue, and both the Bidder and Owner will sign, material receipts at the time removed materials are returned to the Owner in order for the Bidder to receive credit for same.
9. All blank spaces in the Proposal form must be filled in, as required. All price information shall be shown in figures where required. No changes shall be made in the phraseology of the forms.
10. Each Proposal must be accompanied by a certified check on a bank that is a member of the Federal Deposit Insurance Corporation payable to the order of the Owner, or a Bidder's Bond acceptable to the Owner and running in favor of the Owner, in an amount equal to five percent (5%) of the maximum bid price. If a proposal is not accepted or if a proposal is accepted and a contract is executed, the check or Bidder's Bond will be returned in each instance within a period of thirty (30) days to the Bidder furnishing the same; except that each Bidder agrees, provided its proposal is one of the three low proposals, that, by filing its proposal together with such check or Bidder's Bond in consideration of the Owner's receiving and considering such proposal, said proposal shall be firm and binding upon each such Bidder and such check shall be held by the Owner for a period not exceeding ninety (90) days from the date hereinabove set for the opening of the Proposals.
11. The successful Bidder will be required to enter into the Town's Contract for Construction Services contract, attached herein, with the Owner and to furnish Performance and Payment Bonds, in the forms attached hereto, for the full amount of the contract price, these bonds will guarantee the full performance of the contract.

TOWN OF HUNTERSVILLE, NORTH CAROLINA

(Owner)

ELECTRICITIES OF NC, INC.

(Managing Agent)

Bid Specifications

1. The successful bidder will furnish all labor and equipment which may be necessary to install materials and equipment for the Owner's' electric distribution system.
2. An estimated quantity of items budgeted for FY26, based on current information, is included. These are estimated quantities and are not guaranteed during the contract period. The schedule and availability of work in FY26 will vary based on many factors including weather, readiness of the project, availability of materials, etc.
3. Contractor will be paid for actual quantities of units installed, in place and as measured and/or verified by ElectriCities of NC, Inc. representatives.
4. ElectriCities will provide plans for each project to the contractor approximately one month before the estimated construction start date. Contractor will produce an estimated cost based on unit prices and the town will issue a PO to the contractor. ElectriCities will authorize the work to begin when the project is ready for construction.
5. The Owner will provide all materials for each project. A standard percentage markup will be established for use when the Contractor provides materials when it is mutually agreed to be more efficient and approved by Owner. The total sum of materials provided by the Contractor shall not exceed \$29,999 in cost.
6. The price(s) quoted for each unit item by each bidder shall contain, and shall be deemed to contain in the price, any amounts which are estimated to be payable by the Bidder for any and all taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment contained in each project. The bidder shall be solely responsible for the payment of any such taxes.
7. The Owner and Contractor shall mutually agree on an acceptable price for units required but not contained in the proposal by the issuance of a Change Order approved by ElectriCities representatives.
8. The Contractor awarded the contract shall reimburse the Owner the cost for all loss, breakage, or theft of materials once they have taken delivery of them from any warehouse or storage location operated by the Owner.
9. Contractor is responsible for the transportation of materials received from the Owner's warehouse or storage location to each project site.
10. All materials left over or scrapped as part of any project shall remain the property of the Owner and contractor shall transport such items as directed by Owner for reuse or disposal.
11. Each proposal shall be accompanied by a certified check on a bank that is a member of the Federal Deposit Insurance Corporation (FDIC) payable to the order of the Owner, or a Bidder's Bond acceptable by the Owner and running in favor of the Owner, in an amount equal to 5% of the maximum price of the bid.
12. The check or Bidder's Bond shall be returned to contractors whose bid was not accepted and or if the proposal is accepted and a contract is executed, the check or Bidder's Bond shall be returned within thirty (30) days to the bidder; except that each Bidder agrees that provided its proposal was one of the 3 lowest bids, each such proposal shall be firm and binding upon each bidder and each check shall be retained by the Owner for a period not exceeding ninety (90) days from the date of the public bid opening.

CONTRACTOR'S PROPOSAL (Bidder or Contractor)

TO: TOWN OF HUNTERSVILLE, NC (Owner)

LABOR AND EQUIPMENT PROPOSAL for FY26

SECTION 1.

- 1.1 The projects to be worked under this contract will be in and around the Town of Huntersville, NC.
- 1.2 Contractor, hereinafter called the "Bidder" or "Contractor", shall have familiarized himself/herself with all conditions likely to be encountered affecting the cost and schedule of work. The Contractor agrees and warrants that he/she has:
- (a) Inspected the construction units and proposed a fair and reasonable cost for each unit according to current market rates.
 - (b) Agreed to provide labor, equipment, transportation, and all other items necessary (other than bulk materials, which will be provided by the Owner) required to construct, repair and/or maintain the Town of Huntersville's electric distribution system in accordance with industry standard practices, federal and state regulations applicable to work of this type, town policies and procedures. Agrees and understands that plans, specifications, and construction standards will be provided by the Owner on a project-by-project basis.
- 1.3 Bidder acknowledges that he/she has carefully examined the contract documents and understands the requirements contained therein and that the documents are appropriate and adequate for contracting with the Owner, and that Bidder has an adequately trained staff of employees who can perform the work on a project-by-project basis in a competent, professional, and workmanlike manner.
- 1.4 Bidder further acknowledges that he/she has or has at their disposal the equipment, machinery, and facilities necessary to perform the work competently.
- 1.5 Bidder declares that this proposal, in all aspects is fair and is provided in good faith without collusion or fraud and that only the person or persons named in this proposal have any interest in this proposal or in the contract to be entered into with the Owner.
- 1.6 Bidder agrees to provide labor and equipment to install units at the prices listed below with one or more crews in complete accordance with the contract documents as requested by the Owner or Managing Agent:

Electric Unit	UOM	Est. Qty	Unit Price	Total
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I. DIRECTIONAL BORING UNITS

a. Conduit Installation Units

1. (1) 1" - 1 1/2" HDPE	Linear Ft	4500	\$8.00	\$36,000.00
2. (1) 2" - 2 1/2" HDPE	Linear Ft	6500	\$9.00	\$58,500.00
3. (2) 2" - 2 1/2" HDPE	Linear Ft	400	\$16.00	\$6,400.00
4. (3) 2" - 2 1/2" HDPE	Linear Ft	1250	\$20.00	\$25,000.00
5. (4) 2" - 2 1/2" HDPE	Linear Ft	1250	\$24.00	\$30,000.00
6. (5) 2" - 2 1/2" HDPE	Linear Ft	1250	\$26.00	\$32,500.00
7. (1) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$11.50	\$4,600.00
8. (1) 2" - 2 1/2" & (2) 1" - 1 1/2" HDPE	Linear Ft	400	\$12.00	\$4,800.00
9. (2) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	1250	\$17.00	\$21,250.00
10. (2) 2" - 2 1/2" & (2) 1" - 1 1/2" HDPE	Linear Ft	1250	\$18.00	\$22,500.00
11. (3) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$20.00	\$8,000.00
12. (4) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	1250	\$25.00	\$31,250.00
13. (5) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$26.50	\$10,600.00

14. (1) 3" HDPE	Linear Ft	2300	\$16.50	\$37,950.00
Electric Unit	UOM	Est. Qty	Unit Price	Total
15. (2) 3" HDPE	Linear Ft	500	\$23.00	\$11,500.00
16. (3) 3" HDPE	Linear Ft	1500	\$28.00	\$42,000.00
17. (4) 3" HDPE	Linear Ft	500	\$33.00	\$16,500.00
18. (1) 3" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$19.00	\$7,600.00
19. (1) 3" & (2) 1" - 1 1/2" HDPE	Linear Ft	400	\$20.00	\$8,000.00
20. (1) 3" & (1) 2" - 2 1/2" & (1) 1' - 1 1/2" HDPE	Linear Ft	400	\$23.00	\$9,200.00
21. (1) 3" & (2) 2" - 2 1/2" HDPE	Linear Ft	400	\$26.00	\$10,400.00
22. (1) 3" & (3) 2" - 2 1/2" HDPE	Linear Ft	1250	\$33.00	\$41,250.00
23. (1) 3" & (4) 2" - 2 1/2" HDPE	Linear Ft	400	\$35.00	\$14,000.00
24. (4) 3" & (1) 2" - 2 1/2" HDPE	Linear Ft	1250	\$38.00	\$47,500.00
25. (1) 4" HDPE	Linear Ft	8500	\$18.00	\$153,000.00
26. (2) 4" HDPE	Linear Ft	900	\$29.00	\$26,100.00
27. (3) 4" HDPE	Linear Ft	1000	\$42.00	\$42,000.00
28. (1) 4" & (1) 2" - 2 1/2" HDPE	Linear Ft	400	\$24.00	\$9,600.00
29. (1) 4" & (1) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$25.00	\$10,000.00
30. (1) 4" & (2) 2" - 2 1/2" HDPE	Linear Ft	400	\$26.00	\$10,400.00
31. (1) 6" HDPE	Linear Ft	5000	\$24.00	\$120,000.00
32. Rock Adder for Directional Bore	Linear Ft	2000	\$35.00	\$70,000.00
Conduit Installation Units Total		\$	\$978,400.00	

b. General Construction Units

33. Asphalt, Cut & Remove 0" - 5" thick	Sq Ft.	2000	\$12.00	\$24,000.00
34. Asphalt, Cut & Remove 6" - 10" Thick	Sq. Ft.	500	\$15.00	\$7,500.00
35. Concrete, Cut & Remove 0" - 4" Thick	Sq. Ft.	2000	\$16.00	\$32,000.00
36. Concrete, Cut & Remove 5" - 8" Thick	Sq. Ft.	500	\$17.00	\$8,500.00
37. Concrete, Replace 3,000 psi 4" Thick	Sq. Ft.	2000	\$8.00	\$16,000.00
38. Locates, 12" Core Hole & Restore	Each	200	\$175.00	\$35,000.00
39. Dig, Barricade & Restore 4' x 4' x 3' Pit	Each	100	\$400.00	\$40,000.00
40. Locates, 24" Core Hole & Restore	Each	100	\$300.00	\$30,000.00
41. Locate, Existing Conduits by Excavating, Removal of landscaping, debris & foreign objects	Hour	100	\$250.00	\$25,000.00
42. Excavating and Relocating Existing Conduits Up to 6"	Hour	100	\$250.00	\$25,000.00
43. Excavation of existing conduit due to obstructions that would prevent the installation of cable by normal means	Hour	100	\$250.00	\$25,000.00
44. Install pulling string by using pneumatic tooling. in conduit up to 6"	Hour	100	\$0.50	\$50.00
45. Removal of Street Light	Each	20	\$100.00	\$2,000.00
General Construction Units Total \$			\$270,050.00	

Electric Unit	UOM	Est. Qty	Unit Price	Total
c. Open Trench Units				
46. Open Trench 18" W x 36" D	Linear Ft	25000	\$8.00	\$200,000.00
47. Open Trench 18" W x 48" D	Linear Ft	5000	\$10.00	\$50,000.00
48. Open Trench 24" W x 60" D	Linear Ft	2000	\$13.00	\$26,000.00
49. Rock Adder for Open Trench	Linear Ft	1500	\$15.00	\$22,500.00
50. Add 1" - 1 1/2" Duct to Trench	Linear Ft	4500	\$1.00	\$4,500.00
51. Add 2" - 2 1/2" Duct to Trench	Linear Ft	6500	\$1.25	\$8,125.00
52. Add 3" Duct to Trench	Linear Ft	5000	\$1.75	\$8,750.00
53. Add 4" Duct to Trench	Linear Ft	1500	\$2.75	\$4,125.00
54. Add 6" Duct to Trench	Linear Ft	750	\$5.00	\$3,750.00
Open Trench Units Total			\$	\$327,750.00

II. MATERIALS INSTALLATION UNITS

a. Boxes & Pads Units				
55. Box, Splice, Streetlight, 10" x 15", w/Connectors	Each	200	\$80.00	\$16,000.00
56. Enclosure, Fiberglass, 15 kV	Each	50	\$400.00	\$20,000.00
57. Junction, 15 kV, 200A, 2-Point	Each	50	\$400.00	\$20,000.00
58. Junction, 15 kV, 200A, 3-Point	Each	50	\$400.00	\$20,000.00
59. Junction, 15 kV, 200A, 4-Point	Each	25	\$400.00	\$10,000.00
60. Junction, 15 kV, 600A, 3-Point	Each	25	\$400.00	\$10,000.00
61. Pad, Switchgear, 15 kV, PME-9, & ME-11	Each	15	\$600.00	\$9,000.00
62. Pad, Transformer, 1-Ph	Each	65	\$150.00	\$9,750.00
63. Pad, Transformer, 3-Ph	Each	25	\$700.00	\$17,500.00
64. Pedestal, Secondary, UG, 1-Ph	Each	10	\$80.00	\$800.00
Boxes & Pads Units Total			\$	\$133,050.00

b. Streetlights & Security Lights Units				
65. Fixture, Streetlight, Decorative	Each	100	\$225.00	\$22,500.00
66. Fixture, Street or Security, Standard, w/arm	Each	50	\$225.00	\$11,250.00
67. Pole, AL, Decorative, 10' - 16' for Streetlight	Each	100	\$200.00	\$20,000.00
68. Pole, AL or Fiberglass, Standard, 20' 30', for SL	Each	50	\$200.00	\$10,000.00
69. Foundation, Pole, Direct Bury, for Streetlight	Each	100	\$200.00	\$20,000.00
Streetlights & Security Lights Total			\$	\$83,750.00

c. Transformers & Switchgear Units				
70. 25 KVA - 100 KVA 1-Ph Install and Connect	Each	55	\$500.00	\$27,500.00
71. 167 KVA 1-Ph Install & Connect	Each	10	\$575.00	\$5,750.00
72. 75 KVA - 500 KVA 3-Ph Install & Connect	Each	20	\$2,500.00	\$50,000.00
73. 750 KVA & Larger 3-Ph Install & Connect	Each	5	\$2,500.00	\$12,500.00
74. Grounding Assembly, for Pad-Mtd. Enclosures	Each	100	\$115.00	\$11,500.00

Electric Unit	UOM	Est. Qty	Unit Price	Total
75. PME-9 Switchgear Install & Connect	Each	10	\$725.00	\$7,250.00
76. PME-11 Switchgear Install & Connect	Each	10	\$725.00	\$7,250.00

Transformers & Switchgears Total \$ \$121,750.00

d. Termination Units

77. Adapter, 15 kV, 200A, Reducing	Each	20	\$40.00	\$800.00
78. Bracket, Insulated Standoff, 15 kV	Each	25	\$40.00	\$1,000.00
79. Bracket, Insulated Standoff, Feed-Thru, 15 kV	Each	25	\$42.00	\$1,050.00
80. Bushing Insert, 15 kV, Load break, 200A	Each	150	\$40.00	\$6,000.00
81. Bushing Insert, 15 kV, LB, 200A, Feed-Thru	Each	50	\$40.00	\$2,000.00
82. Cap, Insulated, Protective, 15 kV, 200A	Each	100	\$38.00	\$3,800.00
83. Cap, Insulated, Protective, 15 kV, 600A	Each	50	\$38.00	\$1,900.00
84. Elbow, 15 kV, 200A, Load break	Each	100	\$140.00	\$14,000.00
85. Elbow, 15 kV, 600 A Dead break, T-Body	Each	50	\$300.00	\$15,000.00
86. Elbow, Arrester, 15 kV	Each	35	\$75.00	\$2,625.00
87. Elbow, Fused, 15 kV	Each	25	\$150.00	\$3,750.00
88. Riser, House, 200A, Install & Connect	Each	200	\$200.00	\$40,000.00
89. Splice, 15 kV, 1/0 AL URD	Each	50	\$300.00	\$15,000.00
90. Splice, 15 kV, 750 MCM	Each	50	\$600.00	\$30,000.00
91. Wire, Secondary, Any Size	Each	1000	\$1.50	\$1,500.00

Terminations Total \$ \$138,425.00

e. Wire & Cable Units

89. (1) 1/0 Primary, AL, 15 kV, JCN, URD	Linear Ft	25000	\$1.45	\$36,250.00
90. (3) 1/0 Primary, AL, 15 kV, JCN, URD	Linear Ft	20000	\$5.25	\$105,000.00
91. 2/0 TPX AL, 600V, UG	Linear Ft	3000	\$1.38	\$4,140.00
92. #2 STR, Copper, Bare	Linear Ft	10000	\$1.25	\$12,500.00
93. 350 TPX, AL, 600 V	Linear Ft	5000	\$1.50	\$7,500.00
94. 350 QPX, AL, 600V, UG	Linear Ft	1000	\$1.55	\$1,550.00
95. 4/0 TPX, AL, 600V, UG	Linear Ft	2000	\$1.60	\$3,200.00
96. 4/0 QPX, AL, 600V, UG	Linear Ft	5000	\$1.65	\$8,250.00
97. #6/3 Streetlight, AL, 600V, UG	Linear Ft	10000	\$0.89	\$8,900.00
98. (1) 750 MCM Primary, AL, 15 kV, JCN, URD	Linear Ft	1000	\$2.88	\$2,880.00
99. (3) 750 MCM Primary, AL, 15 kV, JCN, URD	Linear Ft	15000	\$8.64	\$129,600.00

Wire & Cable Install Total \$ \$319,770.00

CONTRACTOR'S PROPOSAL

SUMMARY

UNITS

SUBTOTAL COST

DIRECTIONAL BORING UNITS

a. Conduit Installation Units	\$ 978,400.00
b. General Construction Units	\$ 270,050.00
c. Open Trench Units	\$ 327,750.00

MATERIALS INSTALLATION UNITS

a. Boxes & Pads Units	\$ 133,050.00
b. Streetlights & Security Lights Units	\$ 83,750.00
c. Transformers & Switchgear Installation Units	\$ 121,750.00
d. Terminations Units	\$ 138,425.00
e. Wire & Cable Units	\$ 319,770.00

TOTAL COST

\$ 2,372,945.00

Contractor Name: Huss Boring LLC

SECTION 2.

- 2.1 **Licensing** – Contractor, by submitting a bid, represents that he/she possesses a valid Contractor's License(s) Number(s): 84465, that authorizes him/her to perform the work specified in the proposal in the state of North Carolina. The Contractor further agrees to notify the Owner immediately of any change in the status of said License(s).
- 2.2 **Equipment** – All vehicles and equipment used in the performance of this contract shall be in excellent condition and shall be properly maintained to ensure their safety and efficiency and shall present an acceptable image to the public. All vehicles shall be marked with the contractor's name in some fashion to be quickly identified.
- 2.3 **Equipment Staging** – Owner has limited space available at their operations facility and cannot provide room for the staging of Bidder's vehicles and equipment. There may be other Owner sites that accommodate this, however, in the event that suitable space cannot be provided by the Owner, the Bidder agrees to find suitable staging area(s) for all vehicles and equipment at his/her own expense.
- 2.4 **Employee Conduct** – Contractor agrees to provide a staff of professional employees who will:
- (a) Always conduct themselves in a professional manner.
 - (b) Always display the highest regard for safety.
 - (c) Always be courteous and professional in all dealings with the Owner's staff and the public.
 - (d) Always display the highest integrity and ethical decision-making skills.
 - (e) Wear uniforms or clothing that is in good repair and condition and is marked with the company name to easily identify them as employees.
- 2.5 **Materials:**
- (a) The Contractor agrees that when it is necessary to construct units that are not contained in the proposal, the Owner and Contractor shall determine and agree on a fair market rate for each unit. The Contractor shall submit a Change Order to the Owner and the Owner must approve the Change Order before any such item(s) are authorized.
 - (b) The Contractor awarded the contract shall reimburse the Owner the cost for all loss, breakage, or theft of materials once they have taken delivery of them from any warehouse or storage location operated by the Owner.
 - (c) Contractor is responsible for the transportation of materials received from the Owner's warehouse or storage location to each project site.
 - (d) All materials left over or scrapped as part of any project shall remain the property of the Owner and contractor shall transport such items as directed by Owner for reuse or disposal.
 - (e) Contractor shall return all Owner's materials remaining stored on their equipment as directed by Owner at the completion of the contract term.
- 2.6 **Miscellaneous Materials** If, during the performance of work under this contract, the contractor needs miscellaneous materials, such as but not limited to, lumber, grass seed, straw, fittings, etc. and it is identified as more efficient and possibly more cost effective for the Contractor to furnish those items, the contractor shall be allowed a standard percentage markup of 10% for the furnishing of those materials with the Owner's or Owner's Representative's approval. Invoices or receipts for all items purchased shall be submitted to Owner before payment will be made. In any case, the total of all miscellaneous items purchased by the contractor shall not exceed \$29,999 during the contract term.

- 2.7 Estimated Units - The Contractor, by submitting a bid, agrees and understands that the estimated units listed in the proposal are estimates only and the Owner may specify any number or combination of numbers of units as the Owner deems necessary.
- 2.8 Taxes - The Contractor agrees to provide unit prices include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the project due to taxes levied by any taxing authority upon the sale, purchase or use of materials, supplies, or equipment to be incorporated in the project as part of such unit(s). The Contractor agrees to pay all such taxes and to furnish to the Owner and all appropriate taxing authorities all required documentation and reports pertaining thereto.
- 2.9 Temporary Work - All temporary work, which the Bidder performs for his convenience in constructing the project shall be installed and removed at his own expense.

SECTION 3.

GENERAL CONDITIONS OF THE CONTRACT

- 3.1 Contract Documents are the contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the contract:
- (a) General Conditions of the Contract
 - (b) Agreement for Contractor Services
 - (c) Detailed Requirements and Specifications
- 3.2 Unit Rates -are fixed charges for each construction unit as defined by terms and drawings in these documents to complete underground electric construction projects. Rates include all Contractor labor and equipment furnished by the Contractor to install each unit.
- 3.3 Owner is The Town of Huntersville, North Carolina.
- 3.4 Managing Agent is Electricities of North Carolina, Inc. who is under contract with the Owner to manage the operation of the Town's electric system and act on their behalf in matters of day-to-day operations.
- 3.5 Contractor is the contractor named in the Contract Documents.
- 3.6 Subcontractor is any person, firm, or corporation with a direct contract with the contractor who acts for or on behalf of the contractor in executing any part of the contract but does not include one who merely furnishes materials.
- 3.7 Contract is the agreement covering the furnishing of crews and equipment to construct the units described in the contract documents including all supplemental agreements thereto and all general and special provisions pertaining to the work.
- 3.8 Contract requirements shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specification Requirements, with all addenda thereto.
- 3.9 Written Notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation or to the last business address of such known to him who serves the notice.
- 3.10 Change of Address shall be the duty of each party to advise the other party to the contract as to any change in business address until completion of the contract.

3.11 Character of Workmen.

- (a) The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or person employed by subcontractors.
- (b) All workmen must have sufficient knowledge, skill, and experience to perform the work assigned to them properly.
- (c) Any foreman or workman employed by the Contractor or subcontractor who, in the opinion of the Owner or Managing Agent does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or unprofessional manner shall, at the written request of the Owner, be immediately removed from any work on the Owner's electric system and shall not be employed again in any portion of the work without the approval of the Owner.

3.12 Rejected Work. Any defective work whether the result of poor workmanship, damage through carelessness or any other cause shall be removed, and the work shall be re-executed by the Contractor at no cost to the Owner for labor, equipment, or replacement material.

3.13 Patents and Royalties. If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

3.14 Surveys, Permits and Regulations. Unless otherwise specified, permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

3.15 Warning Signs and Barricades. The Contractor shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public, and he shall be liable for any damages arising by failure to provide such precaution. All traffic control measures: signs and equipment shall be according to NCDOT guidelines and rules. Suitable warning signs shall be placed and illuminated at night so as to show in advance where construction, barricades or detours exist.

3.16 Public Safety and Convenience.

- (1) The Contractor shall at all times conduct his work to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the Owner.
- (2) No road or street shall be closed to the public except with the permission of the proper Owner authority.
- (3) Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.
- (4) Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

3.17 Crossing Utilities. When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, Town or other public agency, public utility or private entity, the Contractor shall ascertain that duly executed permits, licenses, and/or easements have been secured by the Owner.

3.18 Sanitary Provisions. The Contractor shall provide and maintain such sanitary accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the local and State Departments of Health and as directed by the Owner.

- 3.19 Claims and Decisions. All claims of the Contractor shall be presented to the representative of the Owner, who shall promptly forward same to proper channels and assist in obtaining the Contractor a decision or relief within a reasonable time.
- 3.20 Work Order. Following the execution of the contract by the Owner, a work order for each project shall be given by the Owner to the Contractor. The Contractor shall coordinate the start of each project with the Owner or Managing Agent.
- 3.21 Makeup of Crews. The number of men in each classification and the equipment to be used in any crew will be decided by the Contractor and approved by the Owner to be commensurate with required progress of work.
- 3.22 Rights of Various Interest. Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.
- 3.23 Contractor's Supervision. The Contractor shall provide supervision for all contractor and subcontractor employees.
- 3.24 Oral Agreements. No oral order, objection, claim or notice by any party to the others shall effect or modify any of the terms of obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by the reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.
- 3.30 Private Property. The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation or replacement when damaged, of all public property, trees, monuments, and other items, along and adjacent to the street and/or right-of-way and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- 3.31 Requests for Payment. The Contractor shall submit regular invoices which will be processed for payment once each month. The Contractor shall make regular tabulation sheets, in duplicate. One copy will be filed with the Owner and one copy shall be attached to invoices.
- 3.32 Location of underground Facilities. Contractor shall be responsible for requesting the location of underground facilities for all work on overhead or underground lines. Location of all facilities will be provided by North Carolina 811 - (1-800-632-4949).
- 3.33 Work Under Contractor's Charge. During periods of performance by the Contractor of work under this agreement, those portions of the lines upon which work is being performed shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Contractor where the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Owner and Managing Agent harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence or faulty construction on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the project or any part thereof.

- 3.34 **Price Schedule.** All work undertaken by the Contractor under the contract shall be paid for by the Owner on the basis of prices for each unit of construction contained as part of this contract. The prices shall include in each case the furnishing of all necessary construction equipment and tools, supervision, field and office overhead and expenses, insurances, taxes, labor, Workmen's Compensation Insurance and Social Security Tax and Contractor's profit. The entire compensation of the Contractor (except for such items of extra work as may be authorized in writing) shall be the sum arrived at by multiplying each unit price, as shown by the unit schedule, by the number of units provided to which such price is applicable and adding all such products together.
- 3.35 **Work Undefined by Contract Units.** In the event that projects require Contractor to perform work not already established by units in contract, such work may be included, with prior agreement between Owner and Contractor, by mutually agreed upon change order.
- 3.36 **Scope of Work.** The scope of work to be accomplished is construction in conjunction with and replacement of 12,470-volt circuits and secondary voltage circuits. Personnel must display an understanding of the hazards associated with these power lines.
- 3.37 **Specifications and plans** will vary from project to project. Though they cannot predict the schedule or extent of specific projects to be constructed under this agreement, Owner plans to use contract crews for the expansion of the electric system, including developments already under construction and relocation of lines from aerial to underground.
- 3.38 **Where a jointly used trench** is agreed to by all parties, the Contractor may need to take direction from representatives of telephone, cable or other utilities for each project for non-electric portions of the installation. Any conflicts between plans furnished to Contractor and direction given by other utilities shall be promptly reported to Owner or their designated party.
- 3.39 **Safety of Crews**
- (a) The Contractor is responsible for the safety of their employees and any subcontractor's employees..
 - (b) The Contractor shall provide its employees that have the potential to work on or near energized power lines with a uniform that has a minimum Arc Thermal Performance Value of 8 cal/cm^2 .
 - (c) The crew shall apply PPE as recommended by the Owners' arc flash work rules or as indicated by arc flash labels or per Owner's most current arc flash study.
- 3.40 **Equipment Storage.** Contractor shall lease or otherwise obtain space for parking or storing vehicles, trailers, and other equipment at their expense if suitable space is not available on Owner's property.
- 3.41 **Periodic Contractor's Meeting.** The Contractor shall make available, at no cost to the Owner, a Management Representative to review the work progress on a weekly basis or as often as the volume of work dictates as determined by the Owner or Managing Agent. The Management Representative shall be identified after the execution of the Contract.

SECTION 4.

ELECTRICAL CONSTRUCTION SPECIFICATIONS

- 4.1 **Contractor Work Standards.** Contractor shall perform all work in compliance with all federal, state and local requirements relating to the construction and maintenance of an electric distribution system including but not limited to:
- (a) Owner provided standards and specifications.
 - (b) National Fire Protection Association National Electrical Code.

- (c) American National Standards Institute, Inc.
- (d) National Electrical Safety Code
- (e) U. S. Department of Labor
- (f) OSHA Standards 1910.137 & 1910.269- Electrical Safety Related Work Practices

In no case shall the materials and workmanship fail to meet the minimum requirements of these Codes. Defective equipment or equipment damaged in the course of installation or test shall be replaced or repaired in a manner meeting the approval of the Owner.

4.2 General Provisions:

- (a) The Contractor shall take each work site in its present condition, perform all grubbing, excavation, trenching, backfilling and patching necessary for the execution of the construction.
- (b) All permits for the proposed construction shall be obtained by the contractor.

4.3 Classification and Disposition of Excess Material

The Contractor shall thoroughly clear the site of all debris and surplus earth resulting from the clearing and excavation to the satisfaction of the Engineer. All debris shall be removed from the site and deposited in an approved location.

4.4 Grubbing

Grubbing shall include the removal and disposal of all stumps, roots larger than 3 inches in diameter, and matted roots to the depths indicated. All depressions excavated below the original surface for or by the removal of stumps, roots, rotted wood, and refuse shall be refilled with suitable material or fill quality and compacted to make the surface conform to the bearing capacity of the surrounding subgrade surface.

4.5 Excavation

- (a) The Contractor shall excavate to elevations and dimensions shown, plus sufficient space to permit erection of forms, sheeting, shoring, and bracing. Excavation carried below the depths indicated without specific directions shall be refilled to the proper grade with thoroughly compacted suitable fill. Shoring shall be furnished and installed by the Contractor, if required, to protect the workmen and the proposed system from water damage and from hazard of earth slides into ditch. The Contractor shall repair any damage caused by his excavation of trenching. The drawings indicate the general nature, depth, and location of existing underground facilities, but they are not to be construed as indication of all utilities or obstructions which may be encountered.
- (b) The Contractor shall at all times during construction of the work, provide and maintain ample means and equipment with which to promptly remove and properly dispose of all water entering excavations and keep excavations dry until conduit lines or other structures to be built therein are completed.
- (c) If rock is encountered it shall be removed and replaced with suitable materials in such a manner as to provide a compacted earth cushion with a maximum thickness of 8 inches.
- (d) All excavation in stoned or grass areas shall have stone or sod stripped, stored, and reinstalled by Contractor. All excavated earth in grass areas shall be placed on suitable material to protect the grass and shall be removed as soon as possible.
- (e) Any area where grass has been damaged shall be replaced to the Owner's satisfaction. This shall include surface preparation, raking, fertilizer, grass seed, straw, etc.

4.6 Rock

- (a) Rock, by definition, shall be materials including boulders $\frac{1}{2}$ cubic yard or more in volume, solid rock, rock in ledges, and rock-hard Cementous aggregate deposits.
- (b) Rock excavation for trenches includes removal and disposal of materials and obstructions encountered that cannot be excavated with a track-mounted power excavator equivalent to Caterpillar Model 215C LC and rated not less than 115 flywheel horsepower and 32,000-pound drawbar pull, equipped with a short stick and a 42-inch wide, short tip radius rock bucket rated at cubic yard (heaped) capacity. Trenches in excess of 30 feet in either length or width are classified as open excavation.
- (c) Rock excavation in open excavations includes removal and disposal of materials and obstructions encountered that cannot be dislodged and excavated with modern, track-mounted, heavy-duty excavating equipment without drilling, blasting, or ripping. Rock excavation equipment is defined as Caterpillar Model 973 or equivalent track-mounted loader, rated not less than 210 flywheel horsepower and developing a minimum of 45,000-pound breakout force.
- (d) Contractor shall notify Owner or Managing Agent of all rock encountered and shall quantify the volume of rock excavated by extraordinary means. Owner or Managing Agent shall inspect and give approval for any and all rock adder charges.

4.7 Backfill

- (a) All backfill of excavations for conduit lines or other structures shall be free of roots, vegetable matter, waste construction materials, or other objectionable material. Backfill materials shall be placed in uniform layers not to exceed 6 inches in loose depth and each layer shall be thoroughly compacted. Compaction shall be accomplished with power tamps in accordance with ASTM D1557 to not less than 95 percent of maximum dry density.
- (b) Material used for backfilling under and around pipe and over pipe to a depth of 2 feet above top of pipe shall be clay, sand, or other earth which is free of rocks over 3 inches in any dimension, cinders, broken concrete, roots stumps, timber or other objectionable foreign matter. Special care shall be exercised in tamping backfill under pipe to secure solid bearings for pipe, being careful, however, not to disturb alignment or grade of pipe or pipe joints. Heavy rollers, vehicles, crawler equipment, or other such equipment shall not be used for compacting backfill over pipelines.
- (c) Polyethylene film marker tape shall be installed above underground lines in trench. In paved areas, tape shall be laid directly on compacted earth subgrade before restoring the pavement. In unpaved areas, tape shall be laid on compacted backfill approximately one foot below finished grade, but with a minimum of 6" differential between the conduit and marker. Tape shall be installed with the printed side up and ends shall be tied with square knots. The marker shall be 6" x .004", bright red or yellow, and marked continuously in black letters with the words "CAUTION" and "BURIED ELECTRIC LINES BELOW."

4.8 Patching

- (a) Where existing sidewalks, driveways, streets and highways are cut, the patching shall be finished in such a manner as to match the adjoining surfaces. Curbs and gutters shall be replaced by the same shape and materials as existing walkways and/or steps shall be replaced with concrete construction or similar to existing construction. All pavement cuts shall be patched whether or not a paved surface is indicated on the plans.

- (b) Work shall be done neatly by workmen skilled in the trade.
- (c) Where street paving is cut, the asphalt shall be neatly cut with an asphalt cutter. Breaking the asphalt out with a backhoe or other means is prohibited. Boards or other suitable materials shall be placed under backhoe outrigging to prevent damage to the asphalt. The patching shall consist of a minimum of 6 inches of crusher-run stone and 4 inches of asphalt of existing type. If the surrounding pavement is damaged by backhoe or by any other means, the damaged spot shall be cut out and patched as above. If the surface of surrounding area is damaged, the whole area shall be paved over with 3/4 inches sand-asphalt at no additional cost to the Owner.
- (d) Stone base and paving shall be placed immediately after opening is backfilled. Backfill shall be tamped thoroughly and any settlement which occurs in the street for 12 months warranty period shall be repaired and resurfaced with asphalt at no further cost to the Owner.
- (e) In order to provide bearing for replaced pavement, all pavement cuts shall be wider on each side than earth cut at top of trench in accordance with assembly drawing.

4.9 Placing Underground Cable in Trenches and Conduit

- (a) The cable shall be placed in the trench as soon after the trenching operation as feasible.
- (b) The minimum temperatures specified by the cable manufacturer at which cable-laying operations will be permitted shall be observed.
- (c) Wherever possible, cables shall be paid out from the reel mounted on a moving vehicle or trailer. The reel shall be supported so that it can turn easily without undue strain on the cable.
- (d) The cable shall be carefully placed in the trench by hand. All cable placements shall be made under constant supervision to be certain that no damage to the cable occurs.
- (e) Cable shall be carefully inspected as it is removed from the reel in laying operations to be certain that it is free from visible defects. The Superintendent shall notify the Owner immediately if defects are discovered.
- (f) Sufficient slack and in no case less than 12 inches shall be left at all risers, transformer pads, pedestals and terminal points so that movements of cable after backfilling will not cause damaging strain on the cable or terminals.
- (g) The minimum bending radius of primary cable is twelve times the overall diameter of the cable. The minimum bending radius of secondary and service cable is eight times the overall diameter of the cable. In all cases, the minimum radius specified is measured to the surface of the cable on the inside of the bend.
- (h) Where cable must be pulled through conduit or duct, the operation shall be performed in such a way that the cable will not be damaged from strain or dragging. The cable shall be lubricated with a suitable cable lubricant prior to pulling into conduit or duct. In placing primary cable, the stress applied while pulling into ducts or during other pulling operations shall not exceed the least of the following:
 - (i) Where a pulling eye is attached to the conductor, the maximum pulling strain in pounds shall not exceed .006 times the circular mil area for aluminum or .008 times the circular mil area for copper.
 - (ii) Where a basket grip is placed over the cable, the pulling strain shall not exceed the lesser of (1) that calculated in (a) above or (2) 1000 pounds. The cable under the cable grip and 1.0 foot preceding it shall be severed and discarded after the pulling operation.

- (iii) In no case shall the maximum pulling tension exceed that recommended by the specific cable manufacturer.
- (iv) The maximum sidewall pressure at bends shall not exceed the cable manufacturer's recommended maximum.
- (i) When specified, the Contractor shall pull cable in direction indicated on the construction plans.
- (j) The cable shall be installed in continuous lengths between connections.
- (k) Cable markers shall be provided at both ends of each cable run to identify the individual runs. Markers shall be attached directly to the cables below the terminations and shall consist of adhesive plastic tape with identifying characters embossed or stamped by a pressure-type tool.
- (l) Cables shall be carefully handled at all times to avoid damage, and shall not be dragged across the ground, fences, or other sharp projections. Care shall be exercised to avoid excessive bending of the cable. The ends of the cable shall be sealed at all times against moisture with suitable end caps. Where it is necessary to cut the cable, the ends shall be terminated or sealed immediately after the cutting operation.

4.10 Equipment Pads

The site for the pad shall be on undisturbed earth adjacent to but not over the trench. The site shall be cleared of all debris and excavated to the specified depth. Gravel, sand or other acceptable self-draining materials shall be added to the site, as shown in the construction drawings, thoroughly compacted, and the pad installed at the specified elevation.

4.11 Applicable Drawings and Plans

- (a) The drawings and plans shall form a part of these specifications and shall specify in detail the work to be performed.
- (b) Should any further drawings be required in explanation of the work, they shall be furnished by the Owner and shall be equally binding upon the Contractor. All drawings are a part of the contract, and the drawings and these specifications shall be considered as cooperative.
- (c) The drawings and specifications shall be used for this work only and are the property of the Engineer and must be returned to the Engineer's office upon request at the completion of the work.

4.12 Directional Boring

- (a) Directional Boring units include labor, material and equipment required to install a conduit system under existing pavement or grade.
- (b) Units shall include opening pits, installing the conduits noted on the plans, and restoring the pits to original condition.
- (c) Conduits shall be color coded to distinguish purpose of each, and coding system shall be uniform throughout project.
- (d) Contractor shall be responsible for having other underground facilities located and repairing any damage.
- (e) Payment shall be made per foot of bore measured linearly from one splice box to the next.
- (f) The bore shall be a "flow mole" type bore a minimum of 36" deep, and both ends of the conduit bank shall be accessible through splice boxes or equipment where duct is terminated.
- (g) Conduits for other utilities shall be stubbed up and capped.

NAME OF CONTRACTOR: Huss Boring LLC LICENSE NUMBER(S): 84465

BY: Matt Huss TITLE: Owner

Bidder Name

Signature

ADDRESS OF BIDDER: 803 N Washington Street, Shelby, NC 28150

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

The Bidder must accompany his bid proposal with an Affidavit of Compliance with N.C. E-Verify Status.

STATE OF NORTH CAROLINA
TOWN OF HUNTERSVILLE
COUNTY OF MECKLENBURG

AFFIDAVIT OF COMPLIANCE WITH
N.C. E-VERIFY STATUTES

I, Matt Huss (hereinafter the "Affiant"), duly authorized by and on behalf of

Huss Boring LLC (hereinafter the "Employer") after being first duly sworn deposes and says as

follows:

1. I am the Owner (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees in the State of North Carolina and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.
Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Town of Huntersville informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 7th day of August, 2025



Signature of Authorized Officer or Agent

Matt Huss - Owner

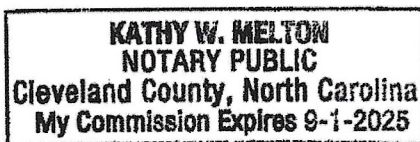
Printed Name and Title of Authorized Officer or Agent

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Sworn to and subscribed before me, this the 7 day of August, 2025.

Notary Public: Kathy W. Melton

My Commission Expires: 9-1-2025



IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION

As of the date listed below, the entity listed above is not on the list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147-86.81(a)(1).

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Matt Huss 8/7/25
Signature Date

Matt Huss
Printed Name

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Huss Boring LLC
803 N Washington Street
Shelby, NC 28160

SURETY:

(Name, legal status and principal place of business)

Granite Re. Inc.
14001 Qualibrook Drive
Oklahoma City, OK 73134

OWNER:

(Name, legal status and address)

Town of Huntersville
101 Huntersville-Concord Road
Huntersville, NC 28078

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Directional and Underground Boring Services, Huntersville, NC

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 7th day of August, 2025.

Audra Brackett

(Witness)

Huss Boring LLC

(Principal)

Matt Huss

(Seal)

(Title)

Granite Re. Inc.

(Surety)

Scott Polin

(Title) Scott Polin, Attorney-in-Fact

Catherine Getz

(Witness) Catherine Getz

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TYLER TURNBULL; SCOTT PELIN; MATTHEW ROSE; BRETT BRANTON; BEVERLY IVEY; DELLA CASE; MICHELE MILLER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

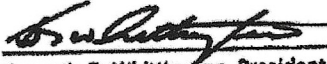
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TYLER TURNBULL; SCOTT PELIN; MATTHEW ROSE; BRETT BRANTON; BEVERLY IVEY; DELLA CASE; MICHELE MILLER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

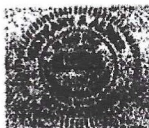



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
7th day of August, 2025.




Kyle P. McDonald, Assistant Secretary

CONTRACTOR'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we _____

Huss Boring LLC, 803 N Washington Street, Shelby, NC 28150

Hereinafter called the "Principal" and Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation incorporated under the laws of the State of Minnesota

hereinafter called the "Surety", are held and firmly bound unto the Town of Huntersville

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

Two Million Three Hundred Seventy-two Thousand Nine Hundred Forty-five & 00/100

_____ Dollars (\$ 2,372,945.00)

lawful money of the United States of America, to be paid to the said Owner, its successors, or its assigns, for which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Sealed with our seals and dated this 7th day of October, A. D., 2025.

WHEREAS, the above bonded "Principal" has entered into a contract with the said Owner, bearing the date 7th day of October, 2025.

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

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

Underground Electric and Directional Boring, Huntersville, NC

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

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

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

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

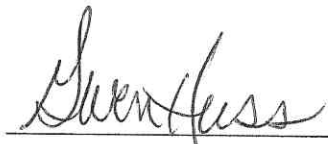
IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this 7th day of October, 2025.

Executed in Two (2) counterparts.

Huss Boring LLC (SEAL)

(Contractor)

By 


(Witness as to Contractor)

Granite Re, Inc.

(SEAL)

(Surety Company)

By Scott Pelin
Scott Pelin, Attorney-in-Fact

Catherine Getz
(Witness as to Surety) Catherine Getz

Countersigned:

T. Turnbull
(Licensed Resident Agent) Tyler Turnbull

CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ Huss Boring LLC, 803 N Washington Street, Shelby, NC 28150

_____ hereinafter called the "Principal" and _____ Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

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

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

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

_____ Two Million Three Hundred Seventy-two Thousand Nine Hundred Forty-five & 00/100

_____ Dollars (\$ 2,372,945.00)

lawful money of the United States of America, to be paid to the said Owner, its successors, or its assigns for which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents. Sealed with our seals and dated this 7th day of

October, A. D., 20 25.

WHEREAS, the above bonded "Principal" has entered into a contract with the said Owner, bearing the date

7th day of October, 20 25.

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

herein:

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

with Underground Electric and Directional Boring, Huntersville, NC

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

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

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

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

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this 7th day of

October, 2025.

Executed in Two (2) counterparts.

Huss Boring LLC (SEAL)
(Contractor)

By

Gise Huss

Gise Huss

(Witness as to Contractor)

Granite Re, Inc.

(SEAL)

(Surety Company)

By

Scott Pelin

Scott Pelin, Attorney-in-Fact

Catherine Getz

(Witness as to Surety) Catherine Getz

Countersigned:

Tyler Turnbull

(Licensed Resident) Tyler Turnbull

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TYLER TURNBULL; SCOTT PELIN; MATTHEW ROSE; BRETT BRANTON; BEVERLY IVEY; DELLA CASE; MICHELE MILLER; JAMES SOUSA its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TYLER TURNBULL; SCOTT PELIN; MATTHEW ROSE; BRETT BRANTON; BEVERLY IVEY; DELLA CASE; MICHELE MILLER; JAMES SOUSA may lawfully do in the premises by virtue of these presents.

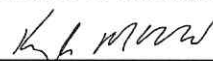
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
7th day of October, 2025.





Kyle P. McDonald, Assistant Secretary



Huss Boring
803 North Washington Street
Shelby, NC 28150
(704) 481-7659
hussboring@yahoo.com

References

Reference 1

Name: City of Shelby Water & Sewer

Contact: Adam Howell

Email: adam.howell@cityofshelby.com

Phone Number: (704) 477-0631

Reference 2

Name: Williams Electric Company

Contact: Michael Dickson

Email: michael.dickson@unitedutility.com

Phone Number: (704) 484-1881

Reference 3

Name: Progressive Engineering Consultants, Inc.

Contact: Rocky Martin

Email: rocky@pecinc.net

Phone Number: (704) 545-7327



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2025

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

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

PRODUCER TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401	CONTACT NAME: RM Home Office PHONE (A/C, No, Ext): 319-366-2723 E-MAIL ADDRESS: certs@truenorthcompanies.com	FAX (A/C, No): 319-862-0612
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National American Insurance Company		23663
INSURER B : Bearing Midwest Casualty Company		14402
INSURER C : Atlantic Specialty Insurance Company		27154
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 179506967**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			MP47730132	9/25/2025	9/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ HCPD			MP47730132	9/25/2025	9/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Limit/Deductible \$ \$75,000/\$1,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			MB72560132	9/25/2025	9/25/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC200-0006901-2025A	9/25/2025	9/25/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			710044151-0000	5/22/2025	9/25/2026	Limit/Deductible \$200,000/\$2,500

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

In accordance with policy terms and conditions: If Yes is indicated above for Additional Insured, General Liability form NAG23 03/21 (ongoing operations and completed operations) and Auto Liability form NACA09 01/21 apply. If Yes is indicated above for Waiver of Subrogation, General Liability form NACG23 03/21, Automobile Liability form NACA09 01/21 and Workers Compensation form WC000313 04/84 apply. Umbrella liability extends over the Commercial General Liability, Automobile Liability and Workers Compensation Employer's Liability only.

CERTIFICATE HOLDER**CANCELLATION**

Town of Huntersville
101 Huntersville-Concord Road
Huntersville NC 28078

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

AUTHORIZED REPRESENTATIVE

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Electric Division
11316 Sam Furr Road
Huntersville, NC 28078
(704) 659-7375

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: Contractor Name
Address 1
City, State Zip
Contact Name
Contact Email

PROJECT: Project Name
SITE Location
LOCATION(S):

This Contract for Construction and Repair, and all exhibits, (collectively this "Contract") is entered into this 7th day of October, 2025 by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Huss Boring LLC located at 803 N Washington Street, Shelby, NC 28150 (the "Contractor").

WITNESSETH:

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

1. **Scope of Services.** The Contractor agrees to perform for the Town the services according to the following construction design drawings, plans, and specifications, which is incorporated herein by reference as Exhibit C. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in Exhibit C, which shall constitute the "Work." The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the "Date of Completion" or such date as the Contractor actually completes all the Work. During such period, the Contractor will remedy at Contractor's expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.

2. **Fees:** Fees for the Work shall be specified in a fee schedule attached hereto as Exhibit D, (the "Contract Price").
3. **Change Orders.** The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions ("Change Orders"). The parties agree to adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized only upon execution of a written Change Order. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor's overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor's overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.
4. **Historically Underutilized Businesses (HUB).** It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. **Personal Protective Equipment (PPE).** The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. **Contract Insurance.** Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. **Coordination with Others.** The Contractor agrees to coordinate the Work with the work of any other unaffiliated contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.
8. **Working Drawings and Specifications at the Job Site.** The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.

9. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by specifications.
10. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
11. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
12. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
13. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
14. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
15. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
16. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
17. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as

liquidated damages for delay (but not as a penalty) Contractor shall pay Town \$500 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.

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

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

Contractor

Town of Huntersville

Name: Huss Boring LLC

Name of Contractor (type or print)

Town Manager

By: 

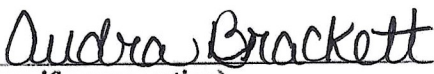
(Signature)

Attest: _____

Town Clerk

Title: Owner

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

Attest: 

(Secretary, if a corporation)

Finance Director

EXHIBIT A

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly

assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.

2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Town the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses (including expenses of litigation and attorneys' fees), and attorneys' fees ("Claims"). In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent allowed by law.

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

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

When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The

Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Town, Contractor shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.

16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Work outlined in this Contract and any attached specifications. Contractor warrants that any finished Work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Work delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship.** All Work shall be performed to the satisfaction of the Town. The Work shall not be considered complete, nor applicable payments rendered until the Town is satisfied with the Work provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Work substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Work actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.

25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Buyer.** references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **Authority to Sign.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.
33. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
34. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
35. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
36. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

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

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

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

b. Commercial General Liability (CGL) Insurance.

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

Bodily Injury: \$1,000,000 per occurrence/\$2,000,000 aggregate

Property Damage: \$1,000,000 per occurrence/\$2,000,000 aggregate

Products/Completed Operations: \$1,000,000 per occurrence/\$2,000,000 aggregate.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract. The commercial general liability insurance policy shall provide that such insurance is primary to and non-contributory with any liability insurance carried by the additional insureds and provide a severability of interests clause.

c. Automobile Liability.

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

d. Builder's Risk/Course of Construction.

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

This coverage is not required for road maintenance projects.

e. Professional Liability.

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

f. Pollution Liability.

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

g. Umbrella Coverage.

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

h. Other Insurance.

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

8. If the Contractor maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
10. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.
11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
13. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives, and subcontractors. The Contractor's obligation to defend, indemnify, and hold the Town and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph are not limited to or restricted by any requirement in the Contract for Contractor to procure and maintain a policy of insurance.

14. For construction projects only, the Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.
15. For construction projects only, the Contractor shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

EXHIBIT C – PLANS AND SPECIFICATIONS

(insert plans and specs)

EXHIBIT D – FEE SCHEDULE

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

Company Name

Date _____

Print Name _____

Title

Signature



Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Right-of-Way Abandonment Policy Revision

EXPLAIN REQUEST:

Update Policy

ACTION RECOMMENDED:

Approve updated policy

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Right-of-Way Abandonment Policy 9-21-25
2. Right-of-Way Abandonment Policy redline 9-11-25



RIGHT-OF-WAY ABANDONMENT POLICY

Overview

Upon request, the Town may consider abandonment of public right-of-way ("ROW").

North Carolina General Statute Section 160A-299 gives the Town Board of Huntersville the authority to abandon street ROW following a public hearing and a determination that the abandonment:

- Is not contrary to the public interest.
- No individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his or her property.

The Town of Huntersville Engineering Department is responsible for administering the Town's ROW Abandonment Program.

Typically, ROW requested for abandonment is:

- Unimproved, unopened ROW that has no pavement, curb/gutter or sidewalk.
- ROW that exceeds the minimum width requirements, based on street classification.
- Residual (leftover) ROW resulting from a street or intersection realignment project.
- ROW that is not necessary to support the Town's street connectivity policy.

After adoption, this Right-of-Way Abandonment Policy ("Policy") may be amended by the Town Manager to conform to North Carolina law or to make non-substantive changes that align with the general intent of the Policy.

Process

The Town's review process takes approximately 3-6 months. The general process consists of the following steps:

- Petitioner submits a Right of Way Abandonment Petition (and requirements as outlined below).
- Petition is routed to the Engineering, Planning, Public Works, Fire, and Police Departments for recommendation.
- The Town Board may adopt a resolution declaring its intent to close the street, public alley, or portion thereof and calling for a public hearing ("Resolution of Intent").
- Publish the Resolution of Intent as a legal notice once a week for four weeks.
- A copy of the resolution shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records.
- Notice of closing and public hearing shall be prominently posted in at least two places along the street or alley.
- Hold a public hearing at which any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual.
- The Town Board may adopt an order closing the street (a copy of which would be recorded at the Register of Deeds).

Right of Way Abandonment Petition Requirements

1. To initiate the process to ROW, or any portion thereof, a completed and signed Right of Way Abandonment Petition shall be filed between the hours of 8:00am and 5:00pm, Monday through Friday with the Town of Huntersville Engineering Department.
2. The Petition should include the following:
 - a. A cover letter including the name(s), address(es), phone number(s) for petitioner(s) and the reasons for requesting the abandonment.
 - b. Scaled drawings of a survey showing the ROW to be abandoned NCGS § 47-30, including but not limited to, a vicinity map, a purpose statement, names of property owners, lot number(s), tax parcel identification number(s), and names of adjacent landowner(s).
 - i. The pre-abandonment and post-abandonment area of the lot(s) receiving the ROW should be provided.

- ii. Tie the survey area to the nearest known monument/iron pin.
 - iii. The call out distance should be to the nearest state road.
 - iv. Any public or private easements should be identified.
 - v. The survey shall be labeled Exhibit A and shall be signed and sealed by a licensed professional land surveyor. All drawings must be a size acceptable for recordation at the Mecklenburg County Register of Deeds (18"x 24", 21" x 30", and 24" x 36"), at the Petitioner's cost.
 - vi. Each plat presented for recording shall be on reproducible (mylar) paper per NCGS §47-30(b).
 - vii. The plat must contain required signature blocks for the Subdivision Review Officer and Owner Certification.
 - viii. If the ROW abuts a state road, the plat must be reviewed by NCDOT. The Town will facilitate this review process.
- c. A Metes and Bounds description of the ROW to be abandoned. The description shall be labeled Exhibit B and shall be signed and sealed by a duly licensed professional land surveyor, at the Petitioner's cost.
 - d. Memorandum of Understanding signed by all the abutting property owners, including address and parcel number.
 - e. Check payable to the Town of Huntersville in the amount of \$1,450 for the first ROW plus \$725 for each additional ROW.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

RIGHT-OF-WAY ABANDONMENT PETITION

Petitioner respectfully files this Petition and requests that (name of street or location of alley): _____
generally located at: _____

as shown on the map attached hereto and made a part hereof marked "Exhibit A", be closed and abandoned in accordance with the provisions of Chapter 160A, Section 299, subsection (a) of the General Statutes of North Carolina.

In support of this Petition, Petitioner respectfully alleges that:

1. The right-of-way should be abandoned because:

2. The closing of the right-of-way is not contrary to the public interest.
3. No individual, partnership or corporation owning property in the vicinity of the right-of-way to be abandoned will be deprived of reasonable means of ingress and egress to his or its property by virtue of the closing.
4. The street (or portion thereof) which petitioner requests be closed and abandoned is more particularly described by interested bounds in "Exhibit B", attached hereto and made a part hereof.
5. The street (or portion thereof) requested to be closed and abandoned has not been previously accepted by the North Carolina Department of Transportation for maintenance.

Wherefore, Petitioner respectfully requests the Board of Commissioners of the Town of Huntersville consider this Petition and set the time for public hearing upon this matter as required by law.

Respectfully submitted the _____ day of _____, _____.

Signature(s) of Petitioner(s)

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RIGHT-OF-WAY ABANDONMENT POLICY

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Overview

Upon request, the Town may consider abandonment of public right-of-way ("ROW").

North Carolina General Statute Section 160A-299 gives the Town Board of Huntersville the authority to abandon street ROW following a public hearing and a determination that the abandonment:

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- Is not contrary to the public interest.
- No individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his or her property.

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The Town of Huntersville Engineering and Public Works Department is responsible for administering the Town's ROW Abandonment Program.

Deleted: <#>Is contrary to the adopted policy to preserve existing ROW for connectivity.¶

Typically, ROW requested for abandonment is:

- Unimproved, unopened ROW that has no pavement, curb/gutter or sidewalk.
- ROW that exceeds the minimum width requirements, based on street classification.
- Residual (leftover) ROW resulting from a street or intersection realignment project.
- ROW that is not necessary to support the Town's street connectivity policy.

Deleted: The majority of the Town's ROW has been dedicated to the Town, meaning that it was not purchased. When ROW is abandoned at these locations, the land is split evenly to the adjacent property owner(s), should the Town Board approve the abandonment request.¶

After adoption, this Right-of-Way Abandonment Policy ("Policy") may be amended by the Town Manager to conform to North Carolina law or to make non-substantive changes that align with the general intent of the Policy.

Process

The Town's review process takes approximately 3-6 months. The general process consists of the following steps:

- Petitioner submits a Right of Way Abandonment Petition (and requirements as outlined below).
- Petition is routed to the Planning, Engineering and Public Works, Fire, and Police Departments for recommendation.
- The Town Board may adopt a resolution declaring its intent to close the street, public alley, or portion thereof and calling for a public hearing ("Resolution of Intent").
- Publish the Resolution of Intent as a legal notice once a week for four weeks.
- A copy of the resolution shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records.
- Notice of closing and public hearing shall be prominently posted in at least two places along the street or alley.
- Hold a public hearing at which any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual.
- The Town Board may adopt an order closing the street (a copy of which would be recorded at the Register of Deeds).

Right of Way Abandonment Petition Requirements

1. To initiate the process to ROW, or any portion thereof, a completed and signed Right of Way Abandonment Petition shall be filed between the hours of 8:00am and 5:00pm, Monday through Friday with the Town of Huntersville Planning Department.
2. The Petition should include the following:
 - a. A cover letter including the name(s), address(es), phone number(s) for petitioner(s) and the reasons for requesting the abandonment.
 - b. Scaled drawings of a survey showing the ROW to be abandoned NCGS § 47-30, including but not limited to, a vicinity map, a purpose statement, names of property owners, lot number(s), tax parcel identification number(s), and names of adjacent landowner(s).
 - i. The pre-abandonment and post-abandonment area of the lot(s) receiving the ROW should be provided.

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Notification and request for comments to neighborhood and business associations within the vicinity.¶

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Advertise as a legal notice once a week for four weeks.¶

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ii. Tie the survey area to the nearest known monument/iron pin.

iii. The call out distance should be to the nearest state road.

iv. Any public or private easements should be identified.

v. The survey shall be labeled Exhibit A and shall be signed and sealed by a licensed professional land surveyor. All drawings must be a size acceptable for recordation at the Mecklenburg County Register of Deeds (18"x 24", 21" x 30", and 24" x 36").
at the Petitioner's cost.

vi. Each plat presented for recording shall be on reproducible (mylar) paper per NCGS §47-30(b).

vii. The plat must contain required signature blocks for the Subdivision Review Officer and Owner Certification.

viii. If the ROW abuts a state road, the plat must be reviewed by NCDOT. The Town will facilitate this review process.

c. A Metes and Bounds description of the ROW to be abandoned. The description shall be labeled Exhibit B and shall be signed and sealed by a duly licensed professional land surveyor.
at the Petitioner's cost.

d. Memorandum of Understanding signed by all the abutting property owners, including address and parcel number.

e. Check payable to the Town of Huntersville in the amount of \$1,450 for the first ROW plus \$725 for each additional ROW.

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Moved up [1]: <#>Each plat presented for recording shall be on reproducible (mylar) paper per NCGS §47-30 (b).¶

Deleted: <#>Required Signature Blocks; Subdivision, Review Officer and Owner Certification. If the roadway, alley or portion to be abandoned abuts a state road, the plat must be reviewed and signed by Division of Highway District Engineer Certificate. The Town will facilitate this review process.¶

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

RIGHT-OF-WAY ABANDONMENT PETITION

Petitioner respectfully files this Petition and requests that (name of street or location of alley): _____
generally located at: _____

as shown on the map attached hereto and made a part hereof marked "Exhibit A", be closed and abandoned in accordance with the provisions of Chapter 160A, Section 299, subsection (a) of the General Statutes of North Carolina.

In support of this Petition, Petitioner respectfully alleges that:

1. The right-of-way should be abandoned because:

2. The closing of the right-of-way is not contrary to the public interest.
3. No individual, partnership or corporation owning property in the vicinity of the right-of-way to be abandoned will be deprived of reasonable means of ingress and egress to his or its property by virtue of the closing.
4. The street (or portion thereof) which petitioner requests be closed and abandoned is more particularly described by interested bounds in "Exhibit B", attached hereto and made a part hereof.
5. The street (or portion thereof) requested to be closed and abandoned has not been previously accepted by the North Carolina Department of Transportation for maintenance.

Wherefore, Petitioner respectfully requests the Board of Commissioners of the Town of Huntersville consider this Petition and set the time for public hearing upon this matter as required by law.

Respectfully submitted the _____ day of _____, _____.

Signature(s) of Petitioner(s)

**RIGHT-OF-WAY ABANDONMENT
MEMORANDUM UNDERSTANDING**

The following property owners own land that abuts or adjoins the proposed right-of-way to be abandoned.

They hereby indicate, by signature, that they agree with the proposal to abandon that right-of-way. They further understand that once abandoned, a portion of that right-of-way may become their property. The owners will then be responsible for maintenance and any additional property taxes that may result from the increase in the size of their original parcel. I understand the statement above and agree with the proposed abandonment.

Name/Address of Property Owner

Signature

Parcel Number

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Request for Board Action

October 7, 2025

To: The Honorable Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Subject: 15318 NC Hwy 73 - Budget Amendment

EXPLAIN REQUEST:

Appropriate fund balance (103890.9999) for \$900,095 to purchase the land and related expenses at 15318 NC Hwy 73.

ACTION RECOMMENDED:

Approve budget amendment

FINANCIAL IMPLICATIONS:

Decrease in fund balance of \$900,095

ATTACHMENTS:

None