Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Alisia Bergsman
Edwin Quarles
LaToya Rivers
Nick Walsh

AGENDA
Regular Town Board Meeting
October 21, 2025 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

Meeting video available via YouTube
@townofhuntersvillenc28078

Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

1. Pre-meeting - None

2. Call to Order

3. Moment of Silence

4. Pledge of Allegiance

5. Announcements and Presentations

5.A. Presentation from Lake Norman Community Development Corporation by Executive Director Kris Fountain.

6. Public Comments

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve the minutes of the September 2, 2025 Regular Town Board Meeting. *(Janet Pierson)*

8.B. Approve Resolution to amend Contracting and Purchasing Policy. *(Jackie Huffman)*

8.C. Approve Interlocal Agreement with Mecklenburg County to deliver South Prong Clarke Creek Minor System Stream Enhancement Project. *(Kevin Fox)*

8.D. Declare Intent to Abandon a portion of Hagers Road and call a public hearing for November 18, 2025 at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078. *(Lora Mastrofrancesco)*

8.E. Approve the Ninth Capital Project Ordinance Amendment for Transportation Projects. *(Pattie McGinnis)*

8.F. Approve Surplus and Transfer of Police Officer's Handgun. *(Chief Brian Vaughan)*

9. Public Hearings

10. Other Business

10.A. Consider approving lease of real property to Discovery Place, Inc. *(Emily Sloop)*

10.B. Consider a decision on Petition #R25-07 Home2Hilton, a request by PM Patel to rezone +/- 2.68 acres at 13830 Statesville Road from Corporate Business and General Residential to Highway Commercial with Conditions. *(Nathan Farber)*

10.C. Consider a decision on Petition #R25-08 Second Street Village, a request by Jay Henson and Brian Hines to rezone +/- 4.799 acres at 204 N. Church St. from Neighborhood Residential to Neighborhood Residential Conditional District for Townhomes and an Apartment. *(Nathan Farber)*

10.D. Consider a decision on Petition #R25-11 Long Creek Retail, a request by TA and S Enterprises of NC Inc to rezone 4.396 acres from Highway Commercial-Conditional District to Highway Commercial-Conditional District and Rural. *(Jesse James)*

10.E. Consider adopting the Pottstown Community Preservation Plan. *(David Peete)*

10.F. Approve purchase agreement for the purchase of property at 13315 Ramah Church Road. *(Michael Jaycocks)*

10.G. Appove budget amendment for the purchase of property at 13315 Ramah Church Road. *(Michael Jaycocks)*

10.H. Consider purchase agreement for the purchase of property located at 200 3rd St, 202 3rd St and 204 3rd St. *(Bobby Williams)*

10.I. Consider approving budget amendment for purchase of lots at 200 3rd St, 202 3rd St and 204 3rd St for $421,200. *(Bobby Williams)*

10.J. QUASI-JUDICIAL. Conduct an evidentiary hearing on Petition #SUP25-01, an application submitted by Greenway Waste Solutions at North Meck requesting a modification to their approved Special Use Permit. The request applies to approximately 220.9 acres located near 15300 Holbrooks Road. The proposed modification seeks approval to relocate an existing stream on the site and establish a new fill area in its place**.** *(Brad Priest)*

10.K. Consider a decision on Petition #R25-09, a request by Greenway Waste Solutions at North Meck to rezone +/- 220.9 acres near 15300 Holbrooks Road from Special Purpose Conditional District (SP-CD) Neighborhood Residential (NR), Transitional Residential (TR), and Corporate Business (CB), to Special Purpose Conditional District SP-CD). The purpose of the rezoning is to expand the North Meck Landfill. *(Brad Priest)*

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.

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Town Board Meeting Minutes Approval

EXPLAIN REQUEST:
Approve the minutes of the September 2, 2025 Regular Town Board Meeting.

ACTION RECOMMENDED:
Approve minutes.

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. 090225DraftForBoard

TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES

September 2, 2025
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road

PRE-MEETING

None

REGULAR MEETING
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on September 2, 2025

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

Mayor Clark called for a moment of silence in memory of fallen officer Bill Broadway.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS AND PRESENTATIONS

- Mecklenburg County will host an opioid summit on September 15.
- Rosenwald School #2 100th anniversary celebration will be held on September 20.
-

Oath of Office to Police Chief Brian Vaughan. Mayor Clark administered Oath of Office to Police Chief Brian Vaughan.

Patriot Day Proclamation. Mayor Clark proclaimed September 11 as Patriot Day.

A PROCLAMATION FOR PATRIOT DAY

WHEREAS, this 11th of September marks 24 years since the unconscionable attacks of September 11, 2001 claimed nearly 3,000 lives and irrevocably changed our world; and

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

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

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

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

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 2nd day of September, 2025.

Suicide Prevention Week Proclamation. Mayor Clark proclaimed September 7 through 13 as Suicide Prevention Week.

A PROCLAMATION FOR SUICIDE PREVENTION WEEK

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

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

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

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

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

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim September 7 through 13 as **"SUICIDE PREVENTION WEEK"** in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 2nd day of September 2025.

PUBLIC COMMENTS

Rachel Zwipf said Part One of my public comments is I am here as the petitioner of the Central Avenue street calming efforts. I need to ask my fellow residents that when you're coming down Central Avenue in Pottstown to please slow down. We have increased traffic. With school starting back, my son personally has to catch the bus at 6 a.m. We're asking that the residents and our fellow community members slow down on that street.

My second part comes to…..unfortunately I cannot stay for the agenda item later on this evening, but I stand before you as a Pottstown resident, a neighborhood that has long carried more than its share of environmental burdens. This request to rezone and expand the landfill threatens not only our environment but our health, our safety and the very future of our neighborhood. I need to be clear, the so-called community information session was not adequate. No one from our community was there. The very families who sit just a couple hundred feet from the landfill were present, maybe some developers. That is not a representation of the true Pottstown community. Our community stretches wider and farther, made up of generations and families and children and elders who deserve to be heard. True outreach means engaging everyone who will live with the consequences, just not the handful of parcels closest to the landfill.

I also have unanswered questions. How will groundwater in the streams be protected from toxic runoff. How will our air be safeguarded from increased methane and dust. What measures are in place to prevent erosion, flooding and destruction of natural buffers. Until these questions are answered honestly and transparently, any rezoning is premature and irresponsible. This is bigger than zoning lines. It is about environmental justice and expanding the landfill risks polluting our streams, destabilizing soil in public, endangering health for decades to come. Pottstown is not a dumping

ground. Our children deserve safe air and assurance that their neighborhood is treated with dignity and fairness. I urge you to inspect fully in its entirety the rezoning request for this petition.

Bee Jay Caldwell said for the first 20 years of my life I lived in the colored part of town and in 1966 I was identified as Colored or Negro. Fifty years later in 2016 I and others like me gained our freedom during the Civil Rights Movement of the 1960's and we considered ourselves African American or Black. Nine years later many of those freedoms have been reversed back to the pre-1966 era. Now the colored part of town is the most sought out parcels in Huntersville. Why am I sharing this information with you at the Town Board. It's because we need to call your attention to some facts that need governmental intervention. Needed are sidewalks and more street calming devices.

The following streets are the main ones in our area: Gibson Park Drive, South Church Street, Dellwood Drive, Central Avenue and Holbrooks Road. In the ETJ: New Haven Park where I live, Berkley Lane, New Haven Drive and Star Court. Dellwood has two street calming devices and we are grateful to have them because they were needed. With the potential extension of the demo landfill at the end of Holbrooks Road, more traffic may be coming.

In the past six weeks I have walked those streets and my life was in the hands of the speeding drivers who are using them as a super expressway. In an effort to show others where we were relegated during the 20th century, we did a Walking 2gather Unity stroll through the neighborhoods yesterday. The dangers presented by the speeders is a serious threat to residents who live on them. In some instances you have a little curve that doesn't look like a curve until two people are trying to pass in a vehicle. That is why I am calling your attention and appealing to you to help to make drivers aware of the potential harm that could happen to others because of their speed. Please place the little speed attention device somewhere on those streets periodically to help call attention to the fact that there's a speed limit of 25 mph.

AGENDA CHANGES

Commissioner Rivers made a motion to adopt the agenda for tonight's meeting. Commissioner Hunt seconded the motion. Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes – August 5, 2025. Commissioner Dumas made a motion to approve the minutes of the August 5, 2025, Regular Town Board Meeting. Commissioner Walsh seconded the motion. Motion carried unanimously.

Approval of Minutes – August 19, 2025. Commissioner Dumas made a motion to approve the minutes of the August 19, 2025, Regular Town Board Meeting. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution – Interlocal Cooperation Agreement for Fire Protection Services. Commissioner Dumas made a motion to adopt Resolution to approve Interlocal Cooperation Agreement for Fire Protection Services. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 1.

Merit Increase for Town Attorney. Commissioner Dumas made a motion to approve previous action taken in Closed Session allowed under the North Carolina Open Meetings law to award 3 percent merit increase for the Town Attorney retroactively effective July 21, 2025. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution – Opioid Settlement. Settlements have been reached in litigation against Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp., Indivior Inc., Sun Pharmaceutical Industries, Inc., Viatris Inc., and Zydus Pharmaceuticals (USA) Inc., as well as their subsidiaries, affiliates, officers, and directors (collectively "the Secondary Opioid Manufacturer Defendants") named in the Secondary Opioid Manufacturer Settlements.

The purpose of this Third Supplemental Agreement for Additional Funds ("SAAF3") is to direct Secondary Opioid Manufacturer Funds from the Secondary Opioid Manufacturer Settlements to the state of North Carolina and local governments in a manner consistent with the 2021 Memorandum of Agreement ("MOA") Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (finalized in 2022), the 2023 Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation ("SAAF"), and the 2024 Second Supplemental Agreement for Additional Funds From Additional Settlement of Opioid Litigation ("SAAF-2").

This SAAF-3 is a supplement to the North Carolina Memorandum of Agreement ("MOA") on the allocation, use, and reporting of funds from the prior Wave One, Wave Two, and Kroger opioid settlements.

Commissioner Dumas made a motion to adopt Resolution authorizing execution of Opioid Settlement with Secondary Opioid Manufacturers. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 2.

Change Order to Engineering Services Contract – Gilead Road West Project. The revised scope of the Gilead Road West engineering services contract will require an additional $368,298.50. This is to modify roadway, drainage, and signal design.

Commissioner Dumas made a motion to approve Change Order 01 to the Gilead Road West Engineering Services Contract. Commissioner Walsh seconded the motion. Motion carried unanimously.

Change Order attached hereto as Exhibit No. 3.

Intent to Abandon Portion of Thread Lane and Call for Public Hearing. Commissioner Dumas made a motion to adopt Resolution declaring intent to abandon and close a portion of Thread Lane (formerly named North Main Street) and call a public hearing for October 7, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 4.

Acceptance of Streets – 23XI Race Shop Subdivision. Commissioner Dumas made a motion to accept streets in 23XI Race Shop Subdivision for Town maintenance. Commissioner Walsh seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Airspeed Drive	Statesville Road	Cul-de-sac	975-ft

Acceptance of Streets – Farrington Subdivision Phase 3. Commissioner Dumas made a motion to accept streets in Farrington Subdivision Phase 3 for Town maintenance. Commissioner Walsh seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Glenroe Drive	Approx 180' S of Dunloe Wood Drive	End of road loop	1575
Adair Crossing Drive	Glenroe Drive	Approx 185' S of Dunloe Wood Drive	500
Dunloe Wood Drive	Approx 75' S of Tullamore Glen Drive	Approx. 170' S of Glenroe Drive	785

Acceptance of Streets – Walden Subdivision Phase 8 Map 1. Commissioner Dumas made a motion to accept streets in Walden Subdivision Phase 8 Map 1 for Town maintenance. Commissioner Walsh seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Saddle Branch Drive	Casabella Drive	Chopin Ridge Road	390
Chopin Ridge Road	Approx. 150-ft N of Ravenall Drive	Approx. 85-ft N of Saddle Branch Drive	560
Casabella Drive	Approx. 210-ft N of Ravenall Dive	Approx. 135-ft N of Saddle Branch Drive	455

Acceptance of Streets – Bryton Corporate Center Phase 2. Commissioner Dumas made a motion to accept streets in Bryton Corporate Center Phase 2 for Town maintenance. Commissioner Walsh seconded the motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Weller Way	Bryton Corporate Center Drive	Everette Keith Road	720

Call for Public Hearing – Maple Branch Drive Traffic Calming. Commissioner Dumas made a motion to call a public hearing for September 16, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, to receive public input for the Traffic Calming request on Maple Branch Drive. Commissioner Walsh seconded the motion. Motion carried unanimously.

PUBLIC HEARINGS

Petition #R25-08 Second Street Village. Mayor Clark called to order public hearing on Petition #R25-08 Second Street Village, a request by Jay Henson and Brian Hines to rezone +/- 4.799 acres at 204 N.

Church Street from Neighborhood Residential to Neighborhood Residential with a Conditional District for Townhomes and an Apartment.

Nathan Farber, Senior Planner, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 5.*

Staff can recommend approval once the stormwater items are addressed.

Staff would also like to add the following recommendations: (1) the Woonerfs are further amenitized and placed within a public access easement; (2) all remaining staff comments, issues and minor site plan notes are addressed.

Commissioner Hunt said I noticed that the language for affordable housing said that it's for people who make no more than 120 percent of the AMI, so I'm wondering if this is operating on a range, like 60 to 120 percent of AMI or if you could clarify that.

Brian Hines, Applicant, said currently we have it between 80 and 120 percent AMI for all 15 units.

Commissioner Hunt said how would it determine who receives that unit.

Mr. Hines said that will be I think part of our condition is we entitle, we develop the parcel, we donate it to a non-profit. Whoever the non-profit is will have to have the ability to vent. They will manage all of the tenants and the leasing of that space. They'll also be mandated by our HOA governing documents architectural standards and those things as well.

Commissioner Hunt said could you talk about how you plan to amenitize the woonerfs.

Jay Henson said a couple of ideas. One is to try to use the permeable pavers as sort of an accent, with the other alleys being asphalt and that will also, our goal is to maybe use some of that for stormwater detention and some of the water quality for the amount of drainage area that could go to that. We wanted to do all of the alleys with permeable pavers, but that was the holdup with the water quality issue, so we had to go to Plan B. Definitely those will be amenitized with permeable pavers and then there's a couple areas on the site plan that has little areas where you could do like a small plaza or little seating areas and stuff like that. We want to make that different so that when you see it you know that's what that is and then you can have little breakaway areas to set and gather.

Commissioner Hunt said I was wondering if you would do like vertical plantings maybe or globe lights or something that creates some ambiance.

Mr. Henson said obviously we would do uplighting and stuff like that. I'd like to make something cool there because it will be a real nice space. Definitely the landscape would be enhanced in the area as well.

Commissioner Rivers said just for clarity if we can go back to the affordable housing piece, there was a statement about donating to a non-profit. Will they manage the property. When you say donate and manage, I just want to make sure.

Mr. Hines said we'll improve the parcel and we'll donate it to a non-profit. At that time the Town Attorney will work with them as well on some of those other details.

Commissioner Rivers said I was just wanting to know how would that work as far as you all donating the property and then the non-profit organization managing the property, but legally I'm sure you can.

Mr. Hines said the non-profit will then eventually go out there and get grants, raise funds to build that building. They'll build the building and then they'll have deed restrictions on that parcel of what they can and cannot do. That will all be worked out between us and the town.

Mr. Henson said the parking would be part of the original plan, so that'll be in place.

Commissioner Dumas said I was going to ask for clarification on the stormwater issue and what the current plan is moving forward. Can you provide some information on that.

Mr. Henson said I'm going to give you the long story very fast. We wanted to do everything with permeable pavers and it's a little different. There's a state manual and then the Town of Huntersville manual. The state manual would allow us to do this based on the amount of drainage area going to it. Huntersville manual is a little different, it's adopted in Charlotte, so we had more impervious than allowed to the permeable pavers, so we couldn't do the whole thing in permeable pavers. We're not going to do a pond that was, couldn't do that, just a personal thing. We're going to put a water quality device underground where it won't be seen in the very top where the green area is and that'll be underground and it'll allow us to feel there's a little bit of a gully in there so it's kind of a natural fit and we can cover that up and have sort of a level area on top of grass, like a play area or recreation area. It'll kind of convert that into an open space or an amenity area. We made some changes late last week to run through the calculation to do that to make sure it worked and we sent it to staff. That was the delay on that.

Commissioner Bergsman said do you mind kind of defining how you're viewing because you haven't mentioned it's going to be a co-op. Can you explain a little bit about what you mean by that.

Mr. Hines said the difference between a co-op and attainable building, is that the question.

Commissioner Bergsman said that's how it's kind of being described in the application, so I just want to make sure that we're all clear of what's meant by that.

Mr. Hines said the co-op will actually own the building and they'll have a lease and they'll have an agreement with individual tenants within that lease and they can stay there as long as they're within those ranges between 80 and 120. It's almost like a piece of ownership in the building, while the non-profit owns it.

Commissioner Bergsman said do you know where in relation to where the woonerfs are how close it is in proximity to the future greenway trail head.

Mr. Farber said are you asking about the Seam Trail.

Commissioner Bergsman said Vine. I know the downtown portion we still haven't quite determined, but there is kind of a starting point in the masterplan for going east.

Mr. Farber said I don't believe it's been designed yet, so we're not 100 percent sure where that's going to go yet, but at one point there will be a connection.

Commissioner Bergsman said do you think it's on our Parks Masterplan, but that's okay. We can look into it later. If you don't know right now, that's fine. If you could let me know later.

Brian Richards, Planning Director, said the Seam Trail runs north/south along Church Street and inside Vermillion you'll have this tie-in, so they'll tie-in together just about right here where Vermillion Village and Church Street intersect. This road that continues up will get relocated into Vermillion Village. That's all occurring right now.

Commissioner Bergsman said I think we're talking about two different sections. Further down Second Street, I feel like somewhere there, the part of the future greenway that's going to be going out like past Vermillion down to Asbury Chapel. I'm just trying to figure out how close we're getting to that.

Mr. Richards said we're going to have 10' sidewalks along Huntersville-Concord Road. The actual greenway will be right through here through this creek and then you'll have greenway that penetrates up into Vermillion Village.

Commissioner Bergsman said with that in mind, do you mind on this map pointing out where the woonerfs are going to be.

Mr. Richards said woonerfs will be right where the word site is and then right along this bottom edge right here. We've got a lot of pedestrian connectivity in this area.

Commissioner Dumas said the two elevation images for the apartments, have you guys decided between which one you are moving forward with.

Mr. Henson said the latest discussion we've had is to use the top elevation, a little bit more contemporary. That's a different building, so it's not as large. The one on the bottom is the right size, it just has a different roof system. The plan right now is to go with the flat roof that's shown at the top.

Commissioner Dumas said just for the record, my favorite is the bottom one.

Mayor Clark said my question was kind of adjacent to Mayor Pro-tem Hunt's about the woonerfs and amenities but it's more for staff. When we're talking about a woonerf when we mean amenities, what do we mean by that exactly.

Mr. Farber said currently they're going to have a network beyond the woonerfs that are alleys as well. Those primary purposes is for driving and parking your car. In order to differentiate the two, we're looking for vertical plantings, planters, benches, maybe some lighting, using different materials of the street itself, anything that just differentiates it a bit from the alleyways throughout the project. It can be any combination of those things.

Commissioner Hunt said I remember when we were talking about the woonerf down here and there's the fence there and there was talk about putting some public art there. There would be a fence installed and putting public art there. What do you think about adding some public art of some kind.

Mr. Henson said I think that would be a great idea. I think with lights and even maybe overhead lights or something subtle to draw you in a place for art. On the site plan there is a nice area for a sculpture type

art in the middle of the lower section, a little area between the dark shaded buildings and the lighter. That's a conceptual sort of meeting area, but a great place for public art.

Commissioner Hunt said for the record I actually like the flat roof better.

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

Petition #R25-07 Home2Hilton. Mayor Clark called to order public hearing on Petition #R25-07 Home2Hilton, a request by PM Patel to rezone +/- 4.69 acres at 13830 Statesville Road from Corporate Business and General Residential to Highway Commercial with Conditions.

Nathan Farber, Senior Planner, entered the Staff Report into the record and reviewed request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 6.*

Robert Irvin said I will be introducing this project R25-07 for the applicant tonight. We have the applicant here. We have PM Patel here and we have Hanill Patel. We also have Susan Irvin from Irvin Law Group. She's going to kick things off.

Susan Irvin said I have been asked by Mr. Patel to introduce him and give a little bit of a background. It is my honor to do so and to speak on his behalf. I'm going to say some things that he probably wouldn't say.

First of all, the Patel family has been in this area for over 30 years. Mr. Patel graduated from UNC-Charlotte and his very first hotel was the Best Western that opened in 2000. He has a local family-owned business here and has worked hard over the years to grow this business with his family. They now own 58 hotels on the eastern US seaboard in eight states and that is a local family-owned Huntersville business.

This just gives you a little bit of an idea of where the property is in relation to the Best Western, which again is a 25 year old structure and was his very first hotel. What he would like to do with the wealth of experience and knowledge that he's gained over the years is he would like to bring a higher tier hotel to this area and that is in his heart of hearts he would like to do that in Huntersville.

Because of his reputation and because of the breadth of his experience of all of the hotel owners and operators, he was awarded the flag of the Hilton here and the Home2 at this location. One of the really great things about having a Home2 here aside from the location of the property itself is that if the Home2 is approved then the Patel family will be able to upgrade the Best Western and Hilton will require the same upgrades of the Best Western that they require of their new hotels. It is a major upgrade, a major increase in that building quality and value.

I wanted to go back and talk about this slide a little bit to explain the higher tier hotel. The Home2 is what is called a hybrid suites hotel. The interesting thing about this is that most of the red dots that you see on this property are hotels that have been in Huntersville, some for a long time. All of them are typically less than $100 a night. They're wonderful hotels. They are the kind of hotel a person will stop and stay at on their way to somewhere else. The difference is that the Home2 is that higher niche classification that is going to provide a place for corporate executives who might be using the park or medical professionals who might be going to the hospital or people who might be coming to Huntersville for private events or family events. It brings a market of people to Huntersville to stay here and to work here and to play here that normally don't have that opportunity.

I think this slide is also good to just kind of show what's around here and why this is the appropriate location. The green area is the hotel location that's being proposed. Of course, to the south you can see the Best Western that's there now. To the north it's really squeezed by that NCDOT project at Gilead Road and to the west are the car dealerships. Right next to them of course is I-77. This is a really appropriate location because it would be in line with the Best Western.

I want to talk a little bit about this site plan because it gives me an opportunity to tell you a little bit about the work that Mr. Patel and his son have done in the community and also just working with the staff. The frontage on Highway 21 I would say as you probably gathered is the majority of the comments from the staff, that is a key component of the community requirement. The people that Mr. Patel has spoken with will require that this hotel be on 21. As a result of that, it is closer to the closest single-family lot but the Best Western is also equally close. Mr. Patel and his family have received 41 support letters for this hotel and we sent them in earlier this morning. I'd like to ask that they be entered into the record. *Letters attached hereto as Exhibit No. 7.* Also, you have here 30 people here in support of the hotel who've come tonight to show their support.

As Nathan said, there are other elements of work with the community. He enhanced the buffer, added the 6' masonry wall, included the shared entrance off of Highway 21 so that is the address and people will not be driving through the neighborhood looking for the hotel.

This rear entrance here is a fire code requirement. He has agreed to make that a no right-turn. Those are the changes that he has made. I think in terms of working with the staff on their comments, we did address our concerns about the topography and it is more of 10' to 15' difference with the buffer. The architectural design, we provided that and are working to that as well.

The proposed hotel will match the roof height of the Best Western. The Best Western building itself is a shorter building but it's higher up, so the roof line of the Best Western and the roof line of the proposed hotel will be at the same height.

I'd like to handle it over to Robert to talk in a little bit more detail, but that is the high level and really just reflects the amount of work and dedication for this family business in Huntersville.

Mr. Irvin said here is a little bit zoomed in image of the urban open space and Nathan did a great job of going over that. In our talks with staff they wanted something that would kind of modernize that streetscape a little bit and break it up a little bit because as you know all the NCDOT improvements have really muddied that area up a little bit.

Nathan also kind of stole my thunder a little bit here on the tree save data, but even if this project wasn't rezoning, we're currently meeting the requirements of the zoning designation districts, so we're saving over the required amount of specimen trees and over the required amount of tree canopy.

I wanted to share with you this view. This view is looking from Gilead towards the Best Western. You can see the Best Western in the background, you'd basically be looking from right here towards the Best Western. It gives you an idea of all the improvements that NCDOT has done. They cleared a lot of the foliage and a lot of the brush that was there and you can also see there is kind of a mound right there and then it does kind of drop off into the gully and that's some of the grading issue that staff eluded to.

The trees in the background that you see there, some of those are on the residential property and also on the Best Western property, so if those aren't going to be gone there are 19 specimen trees and we're currently saving about 7. We're still working with those numbers right now, but a majority of those trees will remain there.

This view, if I can take you back to Hillcrest now and I'll just give you an idea, so we'd now be about right back here and we're looking towards 21. You can see how it's very open now. NCDOT has done their improvements and you can see that turn-around right there, the light right there and so It's very open, the noise comes in, the lights come in. In a way this new landscaping buffer and the hotel will insulate the neighborhood from some of that noise and some of that light. Here's just another image, as you can see right there is the Gilead intersection so it's very clear and very visible from this view.

Here's something from a recent submission we've given to staff and staff just didn't have the time to review this and put this in the report, but it gives you an idea of what that line of sight will look like with the retaining wall. Here is the retaining wall and it's about 10' to 15', then you can see the large maturing trees, you can see the evergreens, you can see the evergreen plantings and then you have your parking lot trees and then you have your hotel back here. That enhanced buffer will really block all of that view for the hotel and any of that noise or light that might come from up there.

The masonry wall you can kind of see right here, this little orange box, that's mainly to block a lot of the headlights that are coming from cars that park in the parking lot, so it will stop any of that light seepage into there. If you look down on this bottom image, if you can kind of see, it's a little covered up by some of the plantings but right here, that's the retaining wall. It's kind of a variable retaining wall like staff was saying and it's going to be about 10' to 15' so it will be short over here on this side and then increase here and it will shorten up over here. This kind of gives you a sense of what that topography looks like and how much they're going to have to raise it up, so it's going to be about 10' to 15' as it goes across there.

One of the things in talking with staff is they really wanted to see what this would look like and Nathan and Brian both wanted this hotel to fit in with the community. They wanted to compliment the character of the neighborhood, the buildings that are already there, and so this image is an actual Home2 that's just been finished in Boone, North Carolina, near Appalachian State. It has some of the similar characteristics as this site. It abuts a residential neighborhood back here. It's on a major thoroughfare and what the Mr. Patel's Home2Hilton will have is an extremely enhanced buffer back here. It'll be a lot more coverage back there. I think that what this design will do, it'll be a lot more compatible with the surrounding area and it won't be as, it'll just fit in a little bit better.

Next we have some of the hybrid suite layouts. It just gives you an idea of what amenities are provided in the room. There's a little kitchen or a kitchenet, there's a living area, there's a workspace. That all goes to attract somebody to Huntersville who's going to stay in Huntersville and wants to contribute to the town and not just stop in for one night and head on to their next destination.

The sustainability measures that go along with the Home2 are pretty significant. That's one of the major selling points of the Home2. There's a lot of green initiatives, a lot of energy efficiency initiatives and then with this Home2 approval, if it goes through, the best Western will get to be brought up to speed with all of these energy initiatives. It'll have enhanced decoration, repainting, everything will be rewired. These amenities are just an example of what the Home2 can provide and what the types of people will be staying.

Also, the six to eight electric vehicle charging stations. I think that's a big selling point because Huntersville is lacking in some of those and they'll be open for people driving on the highway, driving in Huntersville. It'll just be an easy access.

Nathan covered the 2040 Plan very well. It's a great economic driver for the area. It's increased property taxes. It's about a $30 million project and it'll support a lot of the businesses around Huntersville, especially The Park and the hospital and then the new hospital even up in Cornelius, I think it'll be a good place for people to stay and support that.

Commissioner Walsh said in listening to staff it sounds like the parking lot is give or take 20' elevated above the buffer area, yet you guys are saying 10'. Which is it.

Mr. Irvin said I think where the confusion was is the Best Western and the Home2 will be on different levels, so there is a little bit of a decline in between the Best Western property and the Home2, so I don't know if you want to speak to that. I just think we needed to show that on our plans and our plans that we've recently submitted we included some more clarification on that.

Mr. Farber said we were just basing that assumption off of the grading plan that was sent to us, which kind of has some confusing contours. They have a lot of existing and the new contours on top of each other. Working with Engineering, that's the number that we came up with for the max height of that retaining wall. If it's changed, we will reevaluate.

Commissioner Walsh so there's been some new information since the Staff Report.

Mr. Farber said correct.

Mr. Irvin said we're going to work with staff and get that nailed down.

Commissioner Rivers said Mr. Patel, currently the Best Western is operating. How many would you say that you have on staff at the Best Western currently.

Mr. Patel said almost 25.

Commissioner Rivers said looking at the Hilton the Home2, how many would you look to have on staff there.

Mr. Patel said almost 50 plus. Basically, I just want to add we had a lot of students which they're working with us because this property was built in 98/99 and opened in 2000, so there's a lot of local community and this is my hometown basically. We have generated lots of employment also.

Commissioner Hunt said according to the Tree Save Report, it said that you're saving a 26" oak, but it has a decaying base and a declining canopy, so is that tree in danger of falling over. Is that a safety risk or are you saving it because it's potentially like wildlife habitat as dead trees can sometimes be. Can you clarify that.

Ms. Irvin we have an arborist to evaluate those to decide if there's something that can be saved or not. That's one of the reasons those comments were made.

Commissioner Hunt said just out of curiosity since you mentioned the sustainability piece here, does Hilton2 limit single-use plastics, do they use refillables. Can you talk about that.

Mr. Patel said especially on the breakfast area and all in the rooms, we are not using any plastics and stuff like that in a Home2 is strictly, it has been a friendly environmental situation. It is not a regular hotel, which we will be using any plastic or any paper dishes and stuff like that. It has to go through like a high end of the embassy or something like that, so basically we are not using any plastic or something. Even the garbage cans and stuff inside the rooms, we are not using any plastics.

Commissioner Hunt said since staff mentioned it, is there any opportunity to lower the height of the building or is that pretty much set in stone.

Mr. Patel said generally we are trying to work on that, especially by going a little lower on the stuff like that. Maybe we can put one side of one floor lower or something to make sure that once we get approval we'll make sure that staff is happy. I have done that for 25 years also when I build the Best Western. I'm pretty much very familiar and I'm like this is my hometown though I'm being having eight different states, but this is where my kids grew up.

Ms. Irvin said we didn't want to lower the height and compromise any of the common spaces, so that's really the discussion now is lowering the height and not affecting the quality of the building. At this point, I don't think it's anything that we would want to say until we've looked at it more closely.

Mr. Patel said the height situation, we will not be higher than the Best Western.

Commissioner Quarles said there was a comp slide showing the cost of the various hotels in the area. You mentioned high end and you also mentioned CEO's. Can you give us a ballpark of that average room rate will cost.

Mr. Patel said the average room rate will cost about like $180+/- because generally what happens that our regular rate would be like $240, $225 a night, but most of all the churches, all the 12 churches in the Huntersville town, we had been supporting them all the time for 50 percent discount. We had been supporting all this Huntersville stuff basically wherever our locals. Secondary, think of course the medical, which we have it on the other side of the interstate, we are giving them a deep discount and that's the average daily rate of that for each room would be about $175 to $180.

Ms. Irvin said can I just add to that. I think what we're saying is that the average rate is going to be over $200 a night. It's going to be $200 to $240 when you add in the taxes. Mr. Patel does have arrangements with other organizations and groups to provide discounts. He was giving you the possible lowest discounted rate. That would just be for the special groups.

Commissioner Quarles said for sales tax, that's a good thing.

Ms. Irvin said sales tax, exactly.

Commissioner Dumas said going back to the building height, can you help me understand how or why it wouldn't be higher than the Best Western.

Ms. Irvin said that is a great question.

Commissioner Dumas said I know it's lower on the ground. I know the ground is elevated, but that much.

Ms. Irvin said maybe on this image you can see that Best Western is up on a hill. It's on this level and the Home2 would be on the ground level. From the floor elevation to the top of the Best Western it's not 70', but the height from the street level it's going to be 70' for both.

Commissioner Dumas said it's very close to residential. That's a big ask of approving less than even half of what we would normally approve there. Have you talked to the neighbors. Are they here. You have a lot of supporters. Have you talked to the neighbors, it looks like there's a couple here.

Mr. Patel said we have talked regularly with the neighbors. They have my cell phone and in fact we had been visiting the neighbors regularly, not just because of this project, but because I was the neighbor there for a long time. I have been regularly in touch with all the neighbors. In fact they asked me to come and see me. We met last Thursday at the Best Western and they wanted to know exactly where the building goes. We went on the ground and showed them physically where the building will be going.

Commissioner Bergsman said the upgrades to the Best Western, is that contingent on this rezoning.

Mr. Patel said yes. Basically, the Best Western, we are using the same address to make sure that all the guests are coming to this location and I want to make sure that basically the whoever travels to the Best Western are going to have exact same physical mailing address, so everybody will be using that same location to get in, so there will be no confusion like the other hotels and then neighborhoods, anybody will be going on that side because we have that turning radius which they have to go to the Best Western and the Best Western will be only turned into the upper grade, which will be the part of the Hilton. As soon as this is approved, they are going to operate it and then basically Best Western will be remodeled right away in early 2026 where this property will take a little longer time than in the construction than the stuff like that. Even the construction entrance and everything we will be taking from the front side we already talked to NCDOT. It is not going to be from the neighborhood.

Ms. Irvin said just to clarify Mr. Patel answered the question that unless this is approved Hilton will not approve the upgrade of the Best Western.

Commissioner Bergsman said it does sound like, did I catch that correctly that you would be upgrading the existing Best Western property earlier than the construction of the new hotel. Okay, that's good to hear. The other question I had for you, and I'm just kind of pulling up my map for a second because there's a few other hotels off of that exit kind of north of Gilead Road and I wanted to hear from you what I guess comparison to the Comfort Suites and the Hampton Inn and Suites, how is this hotel different and that you're providing something that's not already there.

Mr. Patel said there's no comparison because this is, we hire brand basically we try to do an Embassy Suite over here because of the room and because of the area. The Hilton approved the next label, which is a Home2 . When Home2 gets in, it is a better rates and the better quality of better than a Hampton for sure and that any hotelier can say that on that one, especially they're only put the Home2 title that it is a kind of situations where any people, those who are working in corporate and stuff like that, they have to have certain places where they can go and feel like you just mentioned about the energy and stuff like that. It is completely on LED lightings, everything is the power saving and everything is the friendly environmental.

Commissioner Bergsman said you went kind of above and beyond and had a second meeting with some neighbors. I just wondered if you took notes or minutes in that meeting or if there's anything additional that we should know that came out of that.

Mr. Irvin said we're working on just a report that just goes over everything we talked about, the questions that were asked and what happened in that meeting. I'll be submitting that to staff probably tomorrow.

Commissioner Quarles said in doing that would you please share with is if that second meeting was hostile, because I've gotten some information and actually be transparent with us because what was received, I want to make sure that we're doing what's best for Huntersville.

Ms. Irvin said we talked about this before we came and decided that it might be best for us to just talk about the zoning case at this point. I think that Hannill has discussed it individually with some of the people there.

Commissioner Quarles said excellent, because I see a large number of support and I understand that if we get a report from the second meeting that has some fluff in it, I don't want it to discourage the support, because this is impressive to see this many people supporting a project such as this.

Mr. Hannill Patel said just a couple of bullet points I can talk about that was asked for it to set this hotel a little bit different. It does have kitchenette rooms, so it has a little stove and stuff that they could stay a little longer if they need to. None of the hotels has that currently. Also, with the plan that we're proposing, just currently there are specifically only 12 trees. For reference, we will be planting more than 150 trees, so not even the sunlight can go through.

Commissioner Bergsman said I look forward to seeing that, but I also wanted to make it clear because I had received some communication as well about that meeting and any hostility that was reported to me was not because of you but was directed at you from what I heard. I want to make sure that's clear to folks listening and I want to apologize for any way that you may have been mistreated.

Mayor Clark called for public comments.

Scott Brumley said I'm here voice my support for the zoning request, not so much to speak about the zoning regulations, that's not my expertise, but just to give some texture to the people behind the project. My family has been in this area for multiple generations, but I haven't known PM that long, only a quarter of a century going back to when my son Taylor and Hannill were in kindergarten and at Huntersville Elementary School. The first time I met PM was when PM was picking up Hannill on a play date with my son Taylor when they were in kindergarten. Over this period of time, I've gotten to know the family, I know them to be very close, very hardworking, very successful. Traits that I admire. I know that over their long career they've been very successful at what they've done and I know that this project will be an asset to the town.

Yankun Wang said I coming the Huntersville only two years. I really, really like this community and the town so I really believe I'm so excited a Hilton coming our town so I really believe evil, everything going good. Like man mentioned, we have more sales tax. They will help our town and the community building better and better like the intersection, the road, the building, long time. I believe the big subjector, they need a huge money so we really need a new business coming to help us build our town.

Sagur Malia said I'm here to show support for PM and his family. I've known them for over two decades and I just want to keep this short and simple by just saying I support them.

Jital Patel said I'm here to support PM Patel. I reviewed this project. It's really a benefit to the town of Huntersville. I have full support for that project and looking for other people's support as well.

Dinesh Patel said I've been in Huntersville in business for over 25 years. I support this project because I was planning to do this project many years ago, but due to some health reason I didn't do it. This whole project will add a lot of value to our Huntersville community. I live in Huntersville for a long time, so I'm in a big support of this project.

Atish Modi said I'm a friend with PM Patel and I guess this is very good idea to put the high-end hotel in Huntersville. It'll bring a lot of business and a lot of jobs.

Bhasker Tripathi said I have been living in Huntersville since last 25 years and I have seen this town becoming a little bit city kind of thing now and the hotel, which Mr. Patel is proposing, would definitely stem that status of this town. I have known him for a long time and my kids went to the same school where his kids went, Huntersville Elementary from Torrence Creek, Grand Oak. I have seen this city grow leaps and bounds and this hotel will definitely do great things to the city.

Eric Johnson said I'm in support of Home2. I've been friends with Hannill and the family for a long time. Also I was pretty much born and raised in Huntersville. I saw it grow into kind of the really cool downtown it is now. I Used to ride my bike from my house in Vermilion all the way to the Discovery Place Kids to volunteer and just in the last five years just seeing how much it's changed is very impressive. I think just from hearing about this project today, it sounds like it's very, it's just going to go ahead and continue to push the trajectory of the town further and further up and I think it'll be a great addition to the community.

Ajay Patel said I support this project and it's going to bring a lot of business in town. I know PM Patel for almost like 20 years plus.

Petition #R25-11 Long Creek Retail. Mayor Clark called to order public hearing on Petition #R25-11 Long Creek Retail, a request by TA and S Enterprises of NC Inc to rezone 4.396 acres from Highway Commercial Conditional District to Highway Commercial Conditional District and Rural.

Jesse James, Principal Planner, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 8.*

Staff cannot at this time recommend approval of the proposed rezoning plan as the development lacks connectivity and ability to connect to any future development.

Commissioner Dumas said can you remind us, did staff approve of this project the last time around.

Mr. James staff was recommending approval if Phase 2 was brought into Phase 1, which added that connection and the public road.

Joe Sailers, Petitioner, said we are here for this particular rezoning request. We were here roughly 7-1/2 months ago with two phases as staff mentioned earlier, and because we eliminated Phase 2, we were able to come back with additional request of rezoning of the property for just the service station.

Realizing and understanding that normally you're not able to come back for at least a year in that opportunity, but if you do extensive changes to your plan, it allows you to come back and that's where we are because we've taken almost two-thirds of the previous proposal away from this plan. We're now in with one building that is the convenience store for the service station and an additional building for retail, some kind of restaurant facilities, or any kind of workspace that will fit in the roughly 5,600 sq. ft. in the second building.

We were asked by staff to eliminate the Houston property, which was Phase 2, out of our rezoning at this time because the Houston's did not want to develop their property. They have not got a buyer. They have no idea what their property is going to be in the future because no one has come to them and offered anything different than what was put in the original rezoning request roughly eight months ago.

We're now here and staff has pointed out that there is no connectivity for this particular piece of property. If you have visited the site to the rear of this property it is extremely uphill elevation. I'm talking in the neighborhood of 200' height-wise from Mt Holly-Huntersville Road to the backside of this property in terms of the property that is adjacent to us in the back. There is a pipeline to the east of us that we cannot even touch. If we go to the north onto the Houston property, it travels uphill 30' to 40' and when we were going to do the building of both Phase 2 and 1 originally we were going to be able to use part of the dirt off of Phase 2 and leveling out the backside of ours to allow for elevation changes. But because we're not able to get onto the Houston property, it will not allow us to do any grading to make a connection.

What happens if we were to do that, we would have to grade into their property some 50' to 75' just depending on the elevations and the Houston's do not want that. They wanted to go back to the original zoning, which was in 2008, which is what staff has requested. They're out of this picture all total. We have agreed to put an easement and if you look at the picture behind you, those two lines that go across, yeah, right in there. If you go across that, that's where the easement would be for the Houston property for connectability later on. Because of the elevation of the Houston property, we must put in a retaining wall and at some point in time when the Houston's property is developed, the easement or right-of-way will be there for them to be able to utilize the connectivity. If staff agrees at that point in time, that connectability to the service station would be reasonable in the town's interest, but at this point in time we're not anywhere near that position.

If you go through a couple of more slides, this gives you the TIA improvements that we're going to do and if we go back to the rezoning that was approximately eight months ago, the TIA improvements were going to be three quarters of a million dollars, $750,000 plus. Even though we're not doing a Phase , we're still going to do the entire TIA improvements to that intersection that will hopefully improve the traffic pattern because it backs up from that stoplight east toward Huntersville, past WT Harris Boulevard every morning. Plus it backs up north up Beatties Ford Road from that intersection all the way to Hopewell Presbyterian Church, which is almost two miles from that intersection. With us making the three quarters of a million dollars worth of improvements, it will alleviate a lot of the traffic problems of people turning right or turning left or turn lanes into Mt Holly-Huntersville Road or turn lanes going up and down Beatties Ford Road. Of course the proposal supports the mixed-use, everything associated with it, the commercial use of the Small Area Long Creek Plan and of the 2040 plan. This essentially

shows you where an aerial view of everything that's going to be done, the turn lanes, the medians that we're putting in at state request in order to make everything work.

Here is our rendering of the building for the drugstore that was proposed in 2008. Those pictures that Jesse showed earlier shows the renderings of what we're going to do. This gives you an idea of what is going to happen in the elevations of the buildings and what the facade would look like in that process. There'll be some areas within for outside public, as you can see it runs through everything. Point being Jeff and our engineer is here as well. Any questions that you're asking of us between the three of us we should be able to answer.

Commissioner Walsh said I think the first time this came around I was in support of this project. My concern here is about the connectivity and I don't know if we'll get an answer tonight, but I see the little area that can connect to the property, but I want to make sure that if we move forward with this, that future connectivity can happen and I don't know how we resolve that or build that into it. I mean it's great to have an access there, but if it's not feasible to connect in the future then it's kind of useless. I just would encourage you to work with staff to ensure that future connectivity because if you make all these improvements and have a nice business there, somebody's going to buy that property and put something on it, so let's make sure we can connect in the future.

Jeff Moflehi said sure, absolutely. It's to our best interest to make sure the flow of traffic works well to benefit our business. We don't want to be locked in with no access to the surrounding businesses as they get developed. We did everything as the staff recommended in order to move on with this project and we're still going to follow their recommendations except to when the topography is challengable, when the neighbor is not cooperative. Those are things beyond our means. We have no way to enforce it. We will definitely give an easement to cross access and that benefits us. With this it will cover the staff concerns when it comes to accessibility and connectivity. For now, when you ask for connectivity to nowhere, it doesn't make sense for us, it doesn't make sense for the neighbor and it doesn't make sense for the nature of the property and the topography.

Going forward as a long-term goal, yes we will give an easement for cross access. We will tear down any walls we built now to retain the neighbor's property from being eroded. When they develop it, we will remove our walls and give them the cross access easement so you can make the approval pending for us to grant that cross access easement. We're being cooperative throughout the process with the plans as they recommended years back. I mean we're going on eighth year and this is the longest project I ever seen in the town of Huntersville and hopefully this board will make an end to it and get it done.

Commissioner Dumas said do you see that as being a solution.

Mr. James said the easement's great, but when you have a retaining wall and a 3:1 grade, I'm not sure how we would build it into a condition that Jeff would be on board with having to tear it down. I don't know how that would work. I'm not an engineer, but I've never seen a retaining wall that holds up property being torn down against an existing property. I just don't know how that condition would work. What we're asking is the site is graded so that it can be connected with the access easement as well.

Commissioner Dumas said earlier there was some comment about how high that land is above and it was a couple hundred feet.

Mr. James said from the road it's give or take 20’ to 25’ at the property line. I think at the back of that other property, maybe 30’. I don't know where 200 came from, but it's more like 20’ 25’.

Commissioner Dumas said This is for the applicant. I was curious because I was in favor of this project the first time around and I do think that the location's good right there for a gas station, but it sounds like the neighbors changed their mind. Did something happen or is there some issues here. Can you help us understand this history.

Mr. Moflehi said we have tried to go in our own way because this was originally done in 2008 when both neighbors was in agreement to sell both properties to develop who was going to develop Right Aid or whatever drugstore back in the days. Well over the years ownership changed. I bought one parcel. The other owners still hold onto their parcel. They still want to build a drugstore. There is no drugstore being built around this area anymore. It's kind of out of the area, out of the picture. We came back and we told the staff we want to do ourselves. They said, no, you need to bring those with you. They were zoned together. They need to be rezoned together again. They put us to marry on this project against our wills and we accepted it. We say fine, we'll follow the staff recommendations. We'll go together into this. When we come together, the staff come in and they say you need to build a public road and that public road is $400,000 that the neighbor does not have a means to do and not going to build it. He looked to me, he said, can you build a road $400,000. I'm already spending $700,000 on the intersection. It doesn't make sense for me to come in and build a road for you to get the projects going. We both couldn't keep on going with this goal and they decided to withdraw out of this and they sign off not to be a part of it and we were happy that we are now allowed to go on our own to do it separately. The staff came back like a week before the deadline. They wanted TIA study, which we already did a TIA study not even eight months ago. That's $30,000 every time a TIA is done. It's not cheap to do a TIA study. This is the third TIA we've been asked to do and we complied with the staff and went ahead and get a TIA amendment to approve the changes. We even didn't want to bother with taking the commitment to the improvements where Phase 1 and 2 would've been done, so we could have shaved $300,000 or $250,000 from the project if we go back and say, no, we're just going to do it to match our development. We said, no, don't worry about it. We just keep moving forward. We're going to honor the TIA that recommends further and greater improvements to the road because we don't want to, going back again being entangled up on more and more requirements and we say we're just going to swallow that cost and go ahead and get it done.

Now for the staff to come back and tell me, go to the neighbor and tell him you're going to cut 50’ deep into his property and you're going to grade his property against his will, the neighbor's not going to allow me to sit a foot on his property, nevertheless grade anything in there. Don't ask me for the impossible. Anything in my hand I'll do, but for you to come in and tell me, move the neighbor from the petition and we hardly get them to agree to move. Now we tell them to go back to the neighbor and put a road or grade it. I cannot do it. It's not doable. And the staff keep giving us different directions every time.

Commissioner Quarles said I want to commend you because it's apparent that you're trying to find a win-win. As Commissioner Walsh said, when this project first came, he was in favor and I'm the one up here that I must admit I was not in favor of the project the first time. You gave me information from the Charlotte Police just to prove a point that I had up here at the dais. I live on the west side and to hear you say that you're willing to invest $750,000 into an intersection, that means a lot because as Mr. Sailers said, when my wife leave out to go to work in the mornings, bad enough she's got the traffic coming out of our property because of the Hopewell High School traffic bottles up, so sometimes we sit in that one area, 10 minutes, it's not exaggerating, 10 minutes. Then when you make the left turn to go towards Mt-Holly Huntersville Road, you have the Long Creek Elementary school traffic and as he said, that traffic does sometime back up almost to that church. My son just started a new job last Monday.

It's honest truth, it took him 30 minutes to get from, and we live right near Hambright Road, from Hambright Road area to Mt Holly-Huntersville Road. I think it's impressive that you're willing to invest in something you don't have to do.

I hope that you are not penalized because neighbors don't want to dance. You can't force them to allow you to be on the property. Since this last project I did speak with some people and I may have called one of my commissioners. That's been a request for a gas station near Mt Holly-Huntersville Road because coming from the city of Charlotte, unless you're at Sunset Road all the way to Highway 73, there is no gas station. That's maybe six to eight miles.

That is a long stretch without a gas station. It's much needed. I've given a lot of thought to it. Once this came back to us, I did my research and started studying. I'm hoping we can find a win-win. Right now I'm leaning and saying this is a perfect project for what we need in the area. What's most impressive, I said it once before and I'll say it again, you're willing to fix traffic. As much as I hear people complain about traffic in Huntersville, traffic in Huntersville, if one really want to fix traffic, especially on the west side, this is one that we really should consider and look more into it.

Mr. Sailers said just a thought, not relative to our project, but there is a senior housing project across the street down about 250' from our property line. It's a senior living project that's being built on the City of Charlotte side of Mt Holly-Huntersville Road. There is less improvements on that side of the road than we're doing on our side.

Commissioner Bergsman I just want to address, the last couple minutes of some of what you were saying. I'm going to be blunt and I'm going to be honest. What I heard, and I don't think this was your intention, but what I heard was a lot of blaming towards our staff. I would like to give staff an opportunity if there's anything that they'd like to clarify. That's essentially my question.

Mr. James said as far as the other applicant having to sign off, that's a requirement of a conditional rezoning. The previous rezoning had those two property owners on it. There's nothing staff can do about that. If you want to change the site plan, you've got to have the owners of the previous site plan on there to address that. As far as grading and connections go and last minute requests, we've been asking for this connection since the beginning of the process. The way it's graded is not what we propose. We're completely willing to work with the applicants on getting a compromise. We are in favor of the use, we're in favor of most of the site plan. We're in favor of the elevations, but it is a big priority of the town. You see this in every rezoning that we have connectability and when you have an Urban Village proposed in an Activity Center, we don't know how you can approve a site that doesn't have the ability to be integrated into that Urban Village. You see gas stations in town that are connected to bigger villages. Rosedale has a gas station you can get to and from it, from the interior of the site. We want it to be walkable, we want to be drivable. We don't want to add more congestion on our public streets. Those are things we've asked for from the get go, from the previous rezoning, from the 2008 rezoning and now. There's nothing new there.

Brian Richards, Planning Director, said just to add regarding the TIA, the TIA was done for the previous rezoning. If you want to do lesser improvements, you have to do a new study. You can't just go minus things off, you have to do a whole new study that has additional costs. Again, we gave them the options. They chose not to do that. Therefore, they're offering to do quite a bit of road improvements that they may not have had to do if they would've restudied it.

Commissioner Bergsman said just so I'm clear, can we just do a run through again on what road improvements you are including.

Patrick Monroe, Traffic Engineer for the Project, said on Beatties Ford Road here, which is the horizontal street, we have approximately 300' right-turn lane that's being installed. This is the southbound approach of the intersection. We're also proposing to extend the left-turn lane on that southbound approach as far back to the driveway that's being proposed, which is the leftover on Beatties Ford. In addition, we have a right-in/right-out access that's going to be installed on Mt Holly-Huntersville with a median to channelize the traffic and with all these improvements the signal would be upgraded and the timing would be improved.

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

Petition #R25-09 Greenway Waste Solutions. Mayor Clark called to order public hearing on Petition #R25-09, a request by Greenway Waste Solutions at North Meck to rezone +/- 220.9 acres near 15300 Holbrooks Road from Special Purpose Conditional District, Neighborhood Residential, Transitional Residential, and Corporate Business, to Special Purpose Conditional District. The purpose of the rezoning is to expand the North Meck Landfill.

Brad Priest, Assistant Planning Director, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 9.*

Commissioner Hunt said I just wanted to ask one question and clarification from Part Two. You have here that NCDEQ401 permit for stream disturbance mitigation was approved as, well as the wetland disturbance mitigation was approved. Just to be clear, that's approving the ability to purchase the mitigation credits.

Mr. Priest said correct. That is for specifically, and we kind of mentioned the two parts of the application, you've got the movement of a stream and you've got the additional fill in where the old stream was going. The 401 and the 404 permit is the literal disturbance of the existing swim buffer area and the permission from the state to do that in giving those mitigation credits for that. That's all that's that about. They're on the process of getting permission from the state to move the stream and that's it. That's where they've gotten so far.

Commissioner Hunt said right, but they don't have it yet, the permission to move the stream

Mr. Priest said not completely, but they're on the road for that.

Mike Griffin, Griffin Brothers Company, said first I just want to thank the Town Board and the Town staff and leaders for your time and dedication to the town. It doesn't go noticed that we're getting late in the night. My name again is Mike Griffin, diversified family businesses has its deep roots in North Mecklenburg and my father in 61 started it. Also, my grandmother used to work at Long Creek Elementary in the fifties, sixties, seventies as the cafeteria manager. She taught us the value of Luke 12:48, so we're proud of our history of investing in the community in the Carolinas. Greenway Waste Solutions has been entrusted with the management of construction waste in North Meck for almost four decades and that we don't take that lightly. *Petitioner PowerPoint attached hereto as Exhibit No. 10.*

We're delighted to announce the opportunity to continue this responsibility for an additional four decades while staying within the same footprint and improving the site's environmental stewardship for generations to come. Brad's correct, there's a lot of moving parts there and I'll try to quickly go through this to hit some. I'd like to first start, what is Greenway Waste Solutions. We specialize in just construction and demolition waste and that's materials you find in new construction and obviously sometimes demolition that's been permitted that doesn't have asbestos and lead paint, we can take that as well. We're also are very proud of our MRF. In 2016, as Brad mentioned, we got this approved. We have a material recovery facility or MRF where we can divert waste from our facilities and have a beneficial use of reprocessing that and proud of that process. I'll play most of this, but you can see that it's a pick line. Basically we're picking out materials that we can recycle and reprocess and bring back to in addition to rock crushing and wood grinding.

How do we fit in the community. We talked about this a good bit, super excited, but this is just the kind of regional map. This goes back almost 30 years ago when I helped found the Lake Norman EDC with the three towns that bought what's now Commerce Station. We had this vision still to have the vision where if you look at the east side regional Bryton's kind of mixed-use, this is where job creation, industrial and buffer, we supply good buffer. As Brad mentioned, a lot of development with Vermillion north and some coming east. That's kind of where we fit into that.

We're very proud of our relationship with Holbrooks Road Community Association. Twenty-five years ago we helped take the Pottstown legacy family specific to Holbrooks Road and created a partnership with them where we share revenues and also shared services to help them. We just surpassed $1 million over the last 25 years with the families. The reason there's 25 families but it's less now so we re-sign our agreement on occasion, most recently 2020. There's now 13 families. In addition to sharing of revenue, we also share responsibility to maintaining lawns for senior citizens and disabled and also anytime there's repairs to their house. I was very happy to get this from Ms. Hampton, the current chairperson of Holbrooks Road, basically highlighting the commitments that we've had over these 25 years and plan to continue to have where we're still in Holbrooks.

Road partnership. I'm not going to really get too deep in this except to say that we recognize we should not be on Holbrook. We've always recognized that. In the year 2000 we paid for the Verhoeff Extension Drive Study in hopes that could be our solution. It sill could be our solution at some point, but over time Commerce Station has evolved to where Commerce Station Drive is a possibility as you'll see.

But just in summary, we have paid over $400,000 for road improvements since we've been on Holbrooks and our customers who bring the debris to us, we did an estimate. They contributed $4 million specific to the vehicles of the waste that they bring to us, not to the whole regional. So we and our customers have done a good job contributing commitment to improving the roads. Also, often area heights can be an issue. The unique topography, there are natural areas that are 820' to 840' that are almost a stone's throw from our property. So that's why our property is not really visible from other areas unless you're really directly in front of it on Holbrooks. And just a point of reference, the South Wire towers is 1,250' to give you a point of reference of height.

Why is Greenway vital for North Meck. We know one of the bigger things is just the forecasted growth. The last almost four decades we've been busy growing and there's a projection of our region growing 400 new residents between 2020 and 2040. If you look at this heat map, a lot of it's coming north and I guess it makes sense growing up as a kid in the northwest part of the county, the south side seemed to grow quicker and if you look now, so is kind of grown and the future growth is probably more north to serve what's going on in the projections. So kind of the what if. What if we're not there and how do

construction demolition landfills work? Well, there's two in the county. The county itself runs one called Foxhole and Ballantyne and of course us in Huntersville. The way haulers work, they have one container at a house. They have to pick up that one container, bring it to the landfill and go back.

That does not in household garbage pickup, if they do the whole neighborhood and then go to facility, so it's very important to have facilities close to where high growth is like we have here in Huntersville and therefore it does minimize truck traffic, air pollution. So what would happen if we're gone? And my staff, I need to credit Jerry for this. He did the PowerPoint, but as you can see here, if we go away, there's two other facilities outside of the county. One in Lincoln that's got seven years capacity and ours in Harrisburg that has more., If we go away, there's a lot of more heavier impact on key roads that you can see here. And as you can see, that fancy truck, they would have to go to either Foxhole or to Harrisburg, knowing that Lincoln will soon close. I won't hit all these numbers, but basically the estimated traffic would be over 2 million additional pounds of CO2 emitted because of them having to go further to manage the waste.

So what is next for Greenway in Commerce Station in general. I'm super excited about a few things. A lot's going to happen on this map. The one thing I want to talk about is cell tower. The town approved this a while back. The cell tower is up. AT&T will be the first carrier there. I think a lot of folks in Vermilion and around the community will be happy to know that as we're excited. Verizon and T-Mobile will soon follow, but AT&T will be the first in the coming months. Future roads, we helped pay for the Verhoeff Drive Extension to know where that's going to go in hopes that could be our solution for a future road for us. I also want to talk about and just the north/south connector that Brad mentioned and it showed in magenta the part that we've already agreed to give away right-of way for free when that road comes to help accelerate the growth of that and of course to the East Asbury Chapel extension.

The unnamed tributary that runs through our property manages about 350 acres of stormwater and I wanted to kind of highlight what our plan is. As Brad mentioned, we want to abandon the piped part of the stormwater goes under cell two and then the one that goes between cell one and cell two, as you'll see, those will be abandoned and actually technically to be correct, it's already been approved. The Corps of Engineers and state have approved that 401 and 44 so we could move it assuming that this all is happened, obviously can't financially move it. We couldn't do it unless what we call cell three is approved. But if we are able to fortunate enough to get cell three approved, the creeks would be built around the landfill instead of through it. Then that allows, as you can see what we call cell three, we'll be able to put that on there.

Now the other big topic for 25 years is trying to get off Holbrooks Road. Super excited to announce tonight that we have a path. Recently the town approved a development on the Long property that's adjacent to our property. As you can see the road infrastructure at the end of Commerce Station Drive, they'll build roads that will accommodate and go to our property and we'll move our scale house to that side. Our traffic will come over the Verhoeff bridge onto Commerce Station Drive and come in that way, so we'll be able to completely abandon Holbrooks Road. The only use of Holbrooks Road would be for fire emergency. There would be no other traffic, employees or customers. So we're super excited about that. That's been a subject for 25 years. As Brad mentioned too, we've participated in ULI studies of past including the 2017 and our property, the property in yellow, is what we own and control. As you can see, there's a couple parcels within that and the ones to the left is a subdivision that was never developed and Ms. Caldwell and I were brainstorming, and I think it was back in the sixties that that was approved or maybe seventies. It's been never developed. We look forward to working for the individual families that own those parcels plus the two with the hope we can do a collaborative brainstorming

master plan to be consistent with the 2017 ULI. This could be affordability and this could be market rate. This is something that we would look forward to working with the town and the staff and what the public would want. What our hope would be, a collaborative master plan where that's all worked out together. I'm super excited about this. The ULI study did talk about Greenway trails running from the tributary that we would redirect and then hitting the Cane Creek Greenway to go up.

We think we have a much better plan and this was talked about at the ULI in 2017. We're super excited to support that. The big problem I see with this is that you're taking pedestrians walking on a trail right in the middle of an industrial park and there's got to be a better solution and we're convinced the solution is to abandon a portion of the Cane Creek and really take it down Holbrooks Road and that would connect the Waymer fields with the fly field and connect to Cane Creek. More importantly, the legacy families that are there, especially the whole Pottstown. There's a lot of deficiency in sidewalks as Ms. Caldwell mentioned earlier. This would be a 10’ wide multimodal path to connect the parks and connect to the creek and we can do this way faster. We would do this as we develop this property and we would anticipate starting to develop this property really in conjunction as we get off Holbrooks.

That would be something that we really look forward to sooner than later. There's a lot on that map. I of course look forward to any questions, but as you can see, we're filling within two facilities. The closed landfill on the right, the one we're working on the left, and we would start at the bottom of that and over 40 years we would fill up in between. It's basically utilizing the existing footprint, not going outside of the footprint. The creek would go around and outside the footprint, but this is what most unique, most complex. Brad has been very generous with his time because it is a very complex process. I did want to touch on the environmental preservation enhancement. This will be discussed in much more detail during the SUP process and also we're working very closely with DEQ and anticipate a lot more refined information to share with you in that October hearing.

I just want to hit a few highlights. Groundwater is tested twice a year per regulations. The interesting thing about this area in the Piedmont, groundwater only moves 5’ per year. If there is some situation, we have a minimum 200’ buffer from waste to our property line. It gives you estimated 40 years to remediate that problem. We have had a problem before. About a decade ago we had a constituent that came about and we went through a pretty extensive process to remediate it for methane extraction and also during that time out of an abundance of caution, we added water to our three closest neighbors, the house that we own and Mr. Tinsley’s here and his wife and the Hamill family. We added city water to make sure that there's an extra buffer of safety and we continue to manage that and we continue to subsidize the water bills as we have gone forward for this last decade.

The good news that constituent is now below regulatory standards, but there has been some recent ones that new manmade chemicals that are coming around, new things that DEQ requires us to test and we are working closely with DEQ and Regenesis and we'll get much more detail in the SUP with that. But I know because of slowness movement of groundwater, the constituents in question are 600’ from our property line, so it'd be 120 years before it would actually leave our property. The big thing we're talking to doing this is we're communicating with DEQ as we get started with them is voluntarily capping cell one and cell two with synthetic cap and then voluntarily installing a synthetic liner for the new infill we call cell three. I won't go into much detail, but it's a geo membrane, lots of management, lots of leachate collection. The water is basically collected like a bathtub and treated and when it's all said done to end a cap is put on with geo membrane, with protective cover, soil topsoil and cover vegetation.

It's a very extensive process that we'll do. Rusty Rozzelle, this is kind of sad. Unfortunately he passed not long after this email on May 6th. Rusty had been with the Mecklenburg County Water Quality for

decades and had been working closely with us since 2016. He's the one that really came up with working the creek around the property instead of through it. And really to his credit, I'm sad that he's not here, but we were blessed with his email just saying that he saw the benefit of this surface water quality in the stream. As Brad mentioned too, the town staff sees that benefit. The riverkeeper since 2016 has also been very involved. Instead of reading the whole two page letter, it's just basically they enthusiastically support the changes which remove the possibility of pipe failure, which is what we mentioned and provide onsite stream remediation because he's very involved to know that the new stream will be improved much from the past and also accommodate future growth.

That's a lot to digest. But the summary is that we have already got the state and federal creek redirection approvals. That's separate from the DEQ process and it's really separate from this approval process, but that check mark is happening. Of course, now it's the start of the Town of Huntersville approval. If we're fortunate enough to go forward and have the SUP and have that approved, then we'll start really digging deep with DEQ. Just a reminder, DEQ is a well-run organization. Back in 2007 they created a tax to help properly fund that and that's worked well, but they're providing science based environmental stewardship for the health and prosperity of North Carolinians and we look forward to continue to work with them. In conclusion, the presentation highlights, we're the very first C&D landfill in North Carolina, so we kind of sometimes are the ones that try to be out front with solutions. And I'll just conclude with we look forward to improving the long-term environmental stewardship of our facility.

Commissioner Walsh said you must have known what my first question was going to be about, which is Holbrooks Road. Right now you're capped at 2034. You mentioned coming in off of Verhoeff and moving the whatever that facility is called off, when's that going to happen.

Mr. Griffin said by previous SUP's we're required to be off Holbrooks within a year when we have a solution. That's currently how it is. What I would anticipate the development of this new cell will take a few years. Even if we started let's say in January, it'd take at least two and a half years to prepare that to go. The developer who got approved recently, I haven't talked to them in a month or two, but I think they're full steam ahead. They plan to put their rows in so we can tie off that road.

Commissioner Walsh said is this Commerce Station South.

Mr. Priest said it was the big warehouse development Commerce Station that was proposing to do that. I think they're trying to get construction plans in, but it's a proposed development at this time.

Commissioner Walsh said hypothetically, let's say something happened that you have to be off Holbrooks by 2034.

Mr. Griffin said we anticipate at least by 2030, but I would anticipate sooner. There's a lot of moving parts and we do have a backup offer for that long track. If that developer goes away, we do plan to buy that property, which would then guarantee the path to there. That all will get resolved by November as far as them buying it or us buying it.

Commissioner Walsh said 100 percent we're sunsetting traffic on Holbrooks Road by 2034, right?

Mr. Griffin said that's already in the code, but we would anticipate having the ability to get off Holbrooks by 2030.

Commissioner Walsh said then the fencing thing, there's fencing, they're supposed to be 10' non-climbable, there's some, there's not others. Can you just kind of walk us through that.

Mr. Griffin said this is a very remote section and there's a lot of wildlife that travels through there. The fencing is actually kind of a wildlife issue to inhibit where they're going. Honestly, it actually pushed the wildlife more into neighborhoods than it does now. You just can't get to our property. If somebody was trying to illegally dump, there's just no way, they'd have to have a helicopter to get in there. As we mentioned, that topography it can go from 620 to 840 in a really rapid way and so there's no really no need for fence and it would actually be a detriment to wildlife.

Commissioner Walsh said Brad, do you feel there's a need for fence. I just want to make sure we're all on the same page.

Mr. Priest said I think the first step is to just get the plan to show where there's going to be fence and where there's not, and then having that discussion of the topography makes it impractical for anybody, children who are playing nearby who wants to go in the creek and then up a mountain. That's the discussion. I think that's what we're looking for right now is just to update the plan.

Commissioner Walsh said you mentioned something about greenways and I know in the Staff Report it talked about building a 10' side path down Holbrooks. Is that tied into what you were talking about.

Mr. Griffin said we're convinced that the time is now to start looking to do the residential development at Holbrooks, assuming we're off of Holbrooks. I think the first step, we have to be off Holbrooks first. When that happens, we look forward to working with some of their legacy families to brainstorm with the highest and best use. It could be affordability, it could be some hybrid. That's a lot of discussion that we need to have. I think however we can do it within this SUP, because the SUP lets us kind of put things in law, we're willing to recognize that should be developed residentially. We're willing to participate with the town and neighborhood leaders to figure out what that is.

Commissioner Bergsman said I'm not sure if this was on one of the slides and we went over quickly, I apologize, but can you tell me a bit right now with the C&D waste, how many tons each month are going through your facility.

Mr. Griffin said I think we're just north of 100,000 tons a year. Typically, Monday through Friday and a half a day on Saturdays.

Commissioner Bergsman said how would that change with this proposal.

Mr. Griffin said our volume really depends on local growth. The way haulers work is they have to go pick up the debris from the home or the business and they take it to the closest facility in proximity. We pretty much get all of North Meck's waste, whereas Foxhole gets all of South Meck's waste. Our Harrisburg facility does get some from a portion of Mecklenburg, but mainly Cabarrus and then Lincoln County has a landfill that takes most of the waste on that side of the lake. It's because of proximity, it just depends on growth. If Huntersville slows down, our volume slows down, if Huntersville speeds up, the volume will speed up.

Commissioner Bergsman do you have an idea of what your max capacity could be currently.

Mr. Griffin said right now we're probably at approximately, depending on MRF use, we're anywhere from four to eight years left to capacity. If we have no approvals, we will be off the road by 2035 because we have no capacity and that's kind of how that would work. This cross-section kind of gives you a feel. This infill is about 3 million tons and that's expected based on our history, about 40 years of managing North Meck's waste. The other thing is the MRF. If there's products that come from construction that have a higher value, that would be ability to extend the life of the landfill too, because that would be extracted and reprocessed to some beneficial use. John Brown, who's my CEO, has been working hard on looking for solutions to divert waste into alternative uses and we'd love to see conversation, maybe at some point have a facility to help take the waste that we have and reprocess it.

Commissioner Hunt said can we get a copy of this presentation.

Mr. Griffin said Brad has the PowerPoint. That's the first time I got it to 15 minutes. I've got a video presentation I'll send that says. It took 20 minutes, though.

Commissioner Rivers said I see in the Staff Report where you held a community meeting on the 4th of August. I know that there were some residents that were there that were in the Vermilion neighborhood. I'm not quite sure if the residents of Pottstown, I know that you stated that 600' from your property, so it could be over a hundred years for any type of anything to happen. We pray nothing happens. Are you willing to meet with some of the residents that are concerned in the Pottstown community in regards to any contamination or anything?

Mr. Griffin said yes, matter of fact, I had a 30 minute conversation with Ms. Caldwell. We love to argue. I think we're both stubborn. No, it was a wonderful to catch up. I hadn't talked to her in a few years, so yeah, I got her new mobile number and I actually sent her that 20 minute presentation because she said she wasn't going to stay. I've always tried to work with her and I've done here and there when she's asked for some favors of maybe putting down gravel and doing some other things, we've done that. We have a committed focus for the residents on Holbrooks, but we've also done other things when asked.

Commissioner Rivers said I want to commend you on that. Thank you. I also learned that you have also have a scholarship fund as well for the residents on Holbrooks as well.

Mr. Griffin said we've encouraged that. We've contributed the $1 million and we've done that through basically two checks a year, so 50 checks. The Holbrooks Road Association makes those decisions, but we're very proud of some of the thank you letters we've received from some of the students.

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

OTHER BUSINESS

Update to Police Salary Ranges. Chief Brian Vaughan presented PowerPoint on competitive salaries for a stronger Huntersville PD. *PowerPoint attached hereto as Exhibit No. 11.*

Chief Vaughan requested the Board consider increasing the Huntersville PD starting salary to $61,000 and increase all existing sworn staff by $4,800.

Anthony Roberts, Town Manager said obviously we support this. Management supports this and has been working with the Chief on this. This is something we need to do. That's why it is before you tonight.

Mayor Clark said when you hire and recruit and train a new officer and then they leave, how much is the cost to train a new person.

Chief Vaughan said year one, you're looking at $125,000 – 135,000 investment in year one alone. That just compounds itself as you continue to add training to that officer and that experience to that officer. There's not really a finite number I could put on years two, three, and four, but year one is significant to me. Occasionally you have people that are in rookie school that don't make it that we've hired and occasionally you have people that don't make it through field training, but year one $125,000 - $135,000 is a significant investment. You can imagine after four or five years of the training that we've spent that to send people to the specialized training that they get, it has a big impact on us.

Commissioner Bergsman said the $4,800, that's across everything. I was just wondering what's the rationale for that that versus like a percentage increase.

Chief Vaughan said the $4,800 is the difference between the existing starting pay and going to $61,000. I'm afraid if we get into percentages that there's going to be people that don't get as significant of a raise as the person given a flat $4,800 so all sworn staff is equal to everybody then at that point. If you look at the percentages, obviously somebody that's been here longer, it's a smaller percentage when that happens, but when you have a flat rate that somebody can look at, 5 percent to me may not be the same as 5 percent to a patrol officer that's also watching what's happening.

Commissioner Quarles said I just want to piggyback on what Anthony said. Officers, when you guys go out, you don't know when you're coming back, if you come back home. You guys are our heroes and I think a pay increase is very minor decision. It's an easy decision. You guys again are first responders. We need you. I've been able to establish relationships with many of the officers. I'm out every morning, I'm doing my 9:00 coffee and having conversations with them. If you haven't put a uniform on before, then you probably say, well, I don't think they need an increase, but when you put your life on the line, it means a lot. When you put the badge on, it means a lot. So again, easy decision. We hear the garbage about it, but again, I want to salute you and your officers. Congratulations on the position. I wish we could give more because you guys deserve it.

Commissioner Dumas said I agree that I wish we could give more than the $61,000 for what you guys do. It's pretty amazing that we have the team that we have right now. And I'm in favor of this, but I do have a question. If we're constantly fighting for that top spot, where does it end? How do we address that for the future? I feel like two years ago we were not having this problem and so clearly other towns responded to us. So how do we avoid doing this every year or two.

Chief Vaughan said I've been at this for 27 years and I think that this is constantly, this is what it is. I gave the analogy earlier of a free agent in sports that they come up at the end of their contract and they see what's more lucrative somewhere else and I think people are seeking for that gratification of the paycheck. I think that where we will continue to be competitive with the support of y'all and the management is starting to look at some of the other aspects of the pay and it not just being this number, but I think again, this is step one early in the process that early in the year, next year as we move into the next budget cycle that we'll start addressing some of the secondary benefits and things that go along with it.

Commissioner Dumas said I'm assuming this happens across the country. Have we looked into any unique solutions. Like I don't know, is there a non-compete option. What if we give them a $10,000 salary increase and then we say, but you can't leave for 20 years.

Chief Vaughn said my friends that work in other states that are in unions, that's where you find those things. We're a right to work state. We're a state that I can't make somebody sign a contract and say, you have to stay here this long or you owe us this money as much as I'd like to. The second thing that we compete with is that the retirement is a state funded pension. Whatever years that I work at Huntersville PD, I can take that and go to a named PD and that time is still there and I just pick up where I left off as far as the pension goes. I think that the draw here continues to be our crime rate and it continues to be the quality of living and the support that the police department gets from both the staff and the commissioners, but then also the community support as we've seen in the last week. I think those are some of the selling points. I think that we will be in this, I hate to say it, but we're going to be in this constant state of this. And if we falter and let it go two years, this is where we end up.

Commissioner Rivers said first of all thank you for your service. I definitely want to commend you and your follow officers. Being a public servant is the most challenging profession. Trust me, I have over 20 years of service, so I know and underpaid. It is important representatives for our town to ensure that we support our staff and we continue to make sure that we retain good quality staff members. I think with this rais along with what we did when we first came into office and brought in the fire department, this shows that we are really retaining our staff and we're supporting our staff and we want to continue to support our staff and that is the draw also in ensuring that we bring in quality staff members and we're showing that we support them as well. Again, thank you for your hard work. Congratulations to you and I will be in support and in favor of this as well.

Commissioner Walsh made a motion to upgrade the Huntersville Police Department starting salary ranges and adjust current officer pay rates accordingly.

Commissioner Quarles seconded the motion.

Commissioner Walsh said Huntersville's most valuable asset is our employees. Our dedicated staff are the ones who truly make Huntersville a wonderful place to thrive. This Board has and will continue to invest heavily in our people. Over a year ago the Town Board acted on the recommendations of the pay study by making broad pay increases across all departments. The Town Board and Mr. Roberts have been in ongoing discussions about the challenges surrounding recruitment at HPD. While pay isn't the only factor, it's certainly a major one. It's difficult to attract new officers whether from BLET or through lateral recruiting when saying come to Huntersville, we pay less than surrounding agencies. With Mr. Roberts' strong commitment to public safety, the Town Board is taking the unusual step of adjusting pay early in the new fiscal year from HPD. We are confident this decision will help attract and retain the talented officers we need to keep Huntersville safe.

Commissioner Hunt said a moment ago Commissioner Rivers mentioned teachers and as a former teacher I can say that a number of my former teacher colleagues are now also former teachers because we have transferrable skills where you can make money doing something else and I would hate to see that happen to our police. I am fully in support of supporting you monetarily because we all have to pay our bills and it's super important that we recognize that.

Commissioner Quarles said I believe that we should give flowers when a person is living. Again you guys are living and showing that we care now versus if something happened, which I hope never in the line of

duty is more important to me than just showing up in a dark suit at a memorial service. I want to make sure that we can do the right thing and show our honor and respect to HPD now.

Mayor Clark called for the vote.

Motion carried unanimously.

CLOSING COMMENTS

Mayor Clark said I extend my thanks to the staff and the Board for supporting me in this past month. It's been very challenging. I reapply appreciate you all for being here for me and my family

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

Approved this the _____ day of _____, 2025.

DRAFT

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Jackie Huffman, Deputy Town Manager

Subject: Contracting and Purchasing Policy Amendments

EXPLAIN REQUEST:

This amendment will update the amount for when a purchase order is required from $3,000 to $10,000.

ACTION RECOMMENDED:

Approve

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Purchasing and Contracting Policy clean 10-15-25
2. Purchasing and Contracting Policy redline 10-15-25

RESOLUTION OF THE TOWN OF HUNTERSVILLE TO AMEND CONTRACTING AND PURCHASING POLICY

Resolution No. R-2025-24

WHEREAS, the North Carolina General Statutes include various rules, regulations, and requirements governing municipal contracting and purchasing; and

WHEREAS, the Code of Federal Regulations includes various rules, regulations, and requirements governing the administration and expenditure of federal grant funds; and

WHEREAS, the Town of Huntersville (the "Town") wishes to amend the comprehensive purchasing and contracting policies ("Purchasing Policy") to update the amount requiring a purchase order.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board approves the amended Purchasing Policy and all attachments and exhibits thereto and ratifies the contents therein.

1. The Town Board authorizes the Town Manager, acting upon the counsel of the Town Attorney, to amend the administrative purchasing and contracting policies as may be necessary to comply with legislative changes and to make any non-substantive (i.e. formatting, spacing, grammatical, clarifying) amendments to the policies as he or she deems necessary.

Adopted this 21st day of October, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

	Title: Town of Huntersville Purchasing and Contracting Policy
	Description: Outlines the Town's purchasing and contracting procedures.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE PURCHASING AND CONTRACTING POLICY

Section 1- Purpose and Applicability

1.0 Policy Purpose

This Purchasing and Contracting Policy ("Policy") is intended to serve as a guide to all Town of Huntersville ("Town") employees responsible for obtaining apparatus, supplies, materials, equipment, and services. The intent is to design policies and procedures that will serve the Town's needs; provide for effective, efficient, and economical contracting processes; and follow the legal guidelines set forth in the North Carolina General Statutes ("N.C.G.S").

1.1 Applicability

This Policy applies to all Town purchases and contracts.

Section 2- Roles and Responsibilities

2.0 Roles

The Town's Finance Department is responsible for:

- Implementation, monitoring, and revision of this Policy in conjunction with the Legal Department;
- Administration of centralized procurement programs and processes;
- Overseeing and maintaining the Town's accounting and encumbrance systems, including documentation of sources of funds and expenditures;
- Maintaining adequate internal controls to ensure that procurements constitute allowable and eligible uses of funds;
- Assisting all Town employees with procurement needs; and
- Development and provision of any required procurement-related training to Town employees, including training on the Town's Electronic Payment Policy (**Exhibit A**).

The Town's Finance Director and Deputy Finance Officer[1] are responsible for:

- Acting as the Town's Finance Officer and carrying out the powers and duties set forth

[1] The Deputy Town Manager is approved by the Board of Commissioners for the Town of Huntersville (the "Town Board") to act as Deputy Finance Officer pursuant to Chapter 159 of the N.C.G.S. The Deputy Finance Officer and Town Manager are authorized by the Town Board to countersign checks and drafts on official depository pursuant to N.C.G.S § 159-25(b).

by and delegated under N.C.G.S. § 159-25[2];
- Pre-auditing contracts, agreements, and purchase orders and attaching pre-audit certificates[3] in accordance with N.C.G.S § 159-28(a1); and
- Following the disbursement process set forth by N.C.G.S § 159-28(b) and attaching disbursement certificates[4] as required by N.C.G.S. § 159-28(d1).

Department directors and their designees are responsible for the following:

- Conducting all purchasing and contracting activities in accordance with applicable laws, policies, procedures, ordinances, federal rules and regulations, and in pursuit of the best interests of the Town;
- Ensuring fair and open competition by ethical means;
- Extending honest, courteous, and impartial treatment to all interested suppliers;
- Respecting public trust and not abusing the procurement process for personal advantage or gain;
- Following procedures for contract review as set forth in the Town's contract submission form;
- Providing the Finance Department with an executed copy of the contract, including leases, to upload to Munis Contract Management; and
- Managing departmental contracts and tracking renewal dates.

2.1 Responsibilities

All contracting and procurement activities must be conducted according to applicable laws, rules, regulations, procedures, polices, and ordinances.

Unless excepted by N.C.G.S. § 14-234(b), N.C.G.S. § 14-234 prohibits public officers or employees involved in making[5] or administering[6] a contract on behalf of the Town from

[2] The Town Manager is the Town's Budget Officer. N.C.G.S § 159-9. In accordance with N.C.G.S. § 159-15, the Budget Officer is authorized by the Town Board to transfer moneys from one appropriation to another within the same fund so long as a balanced budget is maintained as required by Chapter 159 of the N.C.G.S. The Budget Officer may delegate certain powers and duties to the Finance Officer pursuant to N.C.G.S. § 159-25(a)(7).

[3] N.C.G.S § 159-28(f) provides three exceptions to the requirement to attach preaudit certificates. Preaudit certificates are not required for: 1) obligations or documents related to obligations approved by the Local Government Commission (the "LGC"); 2) payroll expenditures, including all benefits for Town employees; and 3) electronic payments (payment by charge card, credit card, debit card, gas card, procurement card, or electronic funds transfer) as specified in the rules adopted by the LGC. Notwithstanding an applicable exception to the requirement to attach a preaudit certificate, the preaudit process must still be adhered to.

[4] The same three exceptions as set forth by N.C.G.S § 159-28(f) are applicable to the requirement to attach disbursement certificates. Notwithstanding an applicable exception to the requirement to attach a disbursement certificate, the disbursement process must still be adhered to.

[5] A public officer or employee is involved in "making" a contract if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception as set forth in N.C.G.S. § 14-234 allowing the public officer to benefit and that member is prohibited from voting.

[6] A public officer or employee is involved in "administering" a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract.

deriving a direct benefit[7] from the contract or influencing other persons involved in making or administering the contract.

N.C.G.S. § 14-234.3 prohibits the members of the Board of Commissioners for the Town of Huntersville (the "Town Board") from deliberating or voting on contracts with any nonprofit with which the Town Board member is "associated."[8] Town Board members are also prohibited from: 1) attempting to influence any other person who is deliberating or voting on a contract with any nonprofit with which the member is associated; and 2) soliciting or receiving any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the Town with any nonprofit with which the member is associated.

N.C.G.S. § 133-32 addresses the legal implications of governmental employees accepting gifts and favors from suppliers. Briefly summarized, it is unlawful for any supplier who has a current contract with a governmental agency, has performed under such a contract within the past year, or anticipates bidding on such a contract in the future to give gifts or favors to any employee of a governmental agency who is charged with preparing plans, specifications, or estimates for public contracts; awarding or administering such contracts; or inspecting or supervising construction. It is also unlawful for a governmental employee to willfully receive or accept such gifts or favors.

The Town's Uniform Guidance Policies (**Exhibit B**), including the Town's Uniform Guidance Conflicts of Interest and Nondiscrimination Policy, apply to any project or Town contract which is funded in whole or in part by federal funds. The Uniform Guidance Policies apply whether the federal funds are paid directly or on a reimbursement basis to the Town.

Pursuant to N.C.G.S. § 160A-16, all contracts made by or on behalf of the Town must be in writing. Contract templates, including standard terms and conditions and federal contract terms, are available from the Legal Department and best efforts should be made to utilize the pre-approved Town contract templates instead of external contracts supplied by outside vendors and contractors. External contracts must be reviewed by the Legal Department prior to execution. All terms listed in Section 15 of this Policy and the Town's External Contract Addendum (**Exhibit C**) must be included in external contracts.

It is also the policy of the Town to encourage minority business participation in all aspects of the Town's contract and procurement programs. The Town shall use good faith efforts to recruit and contract with minority businesses and adhere to the specific requirements for construction and repair contracts and other types of contracts as set forth in the Town's

[7] A public officer or employee "derives a direct benefit" from a contract if the person or his or her spouse: (i) has more than ten (10) percent ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.

[8] N.C.G.S § 14-234.3(d)(1) defines a nonprofit with which a Town Board member is "associated" as a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the state primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes and of which the Town Board member is a director, officer, or governing board member (i.e. on the nonprofit's Board of Directors), excluding any board, entity, or other organization created by this State or by any political subdivision of this state.

Minority Business Participation Outreach Plan (**Exhibit D**).

Should a department have trouble with a supplier, concerns should be documented by the department and detailed in an email to the Finance Director or their designee. Correspondence should be as specific as possible, detailing the circumstances, dates, personnel involved (including titles), and phone numbers. This information will be helpful in determining if the supplier will be considered for future bid awards.

Section 3- Penalties

3.0 Penalties for Non-Compliance

Failure to comply with this Policy may result in an audit finding and/or disciplinary action, up to and including termination and criminal charges. Individuals and departments identified as failing to comply with Town policies shall be notified and potentially identified to Town management, and/or law enforcement, as appropriate.

Section 4- Delegation of Contracting Authority

4.0 Delegation of Authority to Town Manager to Award and Execute Contracts

The Town Board has delegated the authority to award and execute most budgeted contracts under $300,000 to the Town Manager. The Town Board retained the authority to approve contracts that exceed $300,000 and all contracts requiring governing board approval by law, including, but not limited to, sole source and piggy-back contracts. The delegation of authority (**Exhibit E**) should be referred to when determining whether Town Board approval is required. Pursuant to the delegation of authority, the Finance Department tracks contracts approved by the Town Manager exceeding $50,000. Quarterly summaries of such approvals should be provided to the Town Board, unless directed by the Town Board to be provided more or less frequently.

Notwithstanding the Town Board's delegation of authority to approve and execute contracts, and unless an exception as discussed in Section 12 applies, informal and formal bidding procedures and thresholds as established by the N.C.G.S. must be adhered to.

Section 5- Federal Contracts and Contracts Involving State Funding

5.0 Contracts Involving Federal Funds (Federal Contracts)

Regardless of the contract type, when the contract is funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or sub-recipient and when the Town provides pass-through grant funding to other entities, the procedures set forth by the Town's Uniform Guidance policies (**Exhibit B**) must be adhered to. In addition to compliance with the Town's Uniform Guidance policies, the requirements set forth in the terms of the federal grant or loan and all other applicable laws, rules, policies, and regulations must be adhered to. All federal contracts must include the

Town's federal contract terms as maintained by the Legal Department.

5.1 Contracts Involving State Funding

Regardless of the contract type, when the contract is funded in whole or in part by state funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or sub-recipient or when the Town provides pass-through grant funding to other entities, the procedural and procurement-related requirements set forth by the terms of the grant or loan must be adhered to in addition to all other applicable laws, rules, policies, and regulations.

Section 6- Purchases of Goods

6.0 Purchases of Goods (apparatus, supplies, materials, or equipment)

In addition to the North Carolina ("NC") bidding procedures and thresholds, Town policies also apply to the purchase of goods as shown in the purchases of goods table (Table A).

Table A- Purchases of Goods
(apparatus, supplies, materials, or equipment)

The following local thresholds are established to govern purchases of goods.

Dollar Threshold	Minimum Requirements	Approval/Signature authority
$0 - $10,000	- Multiple quotes not required - Procurement card (P-Card) may be used in accordance with the Town's Electronic Payment Policy (**Exhibit A**)	Town Manager or Designee
$10,001 - $29,999	- Multiple quotes recommended	Town Manager or Designee
$30,000 - $89,999	- Informal bid procedure required	Town Manager or Designee
$90,000 or greater	- Formal bid procedure required	Town Manager or Designee or Town Board ($300,000+)

6.1 Food Purchases

Meals should not be purchased using a procurement card while also receiving a per diem for meal expense.

6.2 Vehicle Purchases

The purchase of Town vehicles should be coordinated in conjunction with the Finance Department to determine an appropriate depreciation schedule, and with the Risk Manager to implement proper insurance coverage. Titles and/or bills of sale must be received and maintained for all vehicle purchases by the Town Clerk.

6.3 Information Technology Purchases

Unless an exception to the statutory bidding requirements applies, hardware and software purchases are subject to the informal and formal bidding procedures and thresholds described in Section 6.0 of this Policy. Exceptions to the competitive bidding procedures are more fully discussed below in Section 12.

As an alternative to the informal and formal bidding procedures, the Town may contract for information technology as defined in N.C.G.S. § 143B-1320[9] under a request for proposals ("RFP") pursuant to N.C.G.S. § 143-129.8. Notice of the RFP must be advertised in a newspaper having general circulation in the Town, by electronic means, or both[10] at least seven (7) full days prior to opening the submitted proposals. The notice shall:

(1) State the time and place where plans and specifications of the proposed work or a complete description of the apparatus, supplies, materials, or equipment may be had;
(2) State the time and place for opening of the proposals; and
(3) Reserve the right to reject any or all proposals.

Contracts awarded pursuant to the RFP method set forth by N.C.G.S. § 143-129.8 shall be awarded to the entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts under this section shall be identified in the RFP. When developing and evaluating RFPs under this section, the Town may use procurement methods set forth in N.C.G.S. § 143-135.9 including best value procurement, government-vendor partnership, and solution-based solicitation.

Contract terms may be negotiated with any proposer in order to obtain a final contract that best meets the needs of the Town; however, negotiations shall not alter the contract beyond the scope of the original RFP in a manner that:

(1) Deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and

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[9] As the date of this Policy's implementation, N.C.G.S. § 143B-1320 defines information technology as: "[s]et of tools, processes, and methodologies, including, but not limited to, coding and programming; data communications, data conversion, and data analysis; architecture; planning; storage and retrieval; systems analysis and design; systems control; mobile applications; and equipment and services employed to collect, process, and present information to support the operation of an organization. The term also includes office automation, multimedia, telecommunications, and any personnel and support personnel required for planning and operations."

[10] A decision to advertise solely by electronic means, whether for particular contracts or generally for all contracts that are subject to the advertisement requirements set forth in N.C.G.S § 143-129(b), shall be approved by the Town Board at a regular meeting of the board. The Town Board has authorized electronic advertisement of all contracts subject to Article 8 of Chapter 143 of the NC General Statutes.

(2) Would have resulted in the award of the contract to a different person or entity if the alterations had been included in the RFP.

Any proposals received in response to an RFP under this section shall not be subject to public inspection until a contract is awarded.

6.4 Leases of Personal Property

Contracts for the lease of personal property are not subject to the informal and formal bid thresholds and procedures unless:
(1) The contract includes the option to purchase the personal property;
(2) The Town will own the property at the end of the lease; or
(3) The lease exceeds the useful life of the property.

If any of the above occur as a result of the lease, the lease will be treated as a purchase subject to the informal and formal bid thresholds and procedures.

Section 7- Qualifications-Based Selection

7.0 Professional Services Subject to Qualifications-Based Selection

N.C.G.S. § 143-64.31 (often referred to as the "Mini Brooks Act") requires that all local governments, except in cases of special emergency involving the health and safety of the people or their property, announce all requirements for architectural, engineering, surveying, construction management at risk, design-build, and public-private partnership construction services and select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional service required, otherwise known as qualifications-based selection ("QBS").

In accordance with N.C.G.S. § 133-1.1(a), a registered architect or engineer must prepare the plans and specifications for the following work:

- Nonstructural work $300,000 and above
- Structural repair or new construction $135,000 and above
- Repair work affecting life safety systems $100,000 and above

QBS shall include the use of good faith efforts as described in the Town's Minority Business Participation Outreach Plan (**Exhibit D**) to notify minority firms of the opportunity.

QBS is typically accomplished by utilizing a request for qualifications ("RFQ") to solicit statements of qualifications ("SOQs") from interested parties. Examples of prior completed work may be solicited, submitted, and considered when determining demonstrated competence and qualification of professional services, but work product or design may not otherwise be solicited, submitted, or considered.
The selection of such firms must be made without regard to fee other than unit price information. If a fair and reasonable contract fee cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified

firm.

Unless exempted, the above-described requirements apply regardless of the estimated cost of the contract. Projects with an estimated professional fee in an amount less than $50,000 may be exempted from the QBS process upon written approval by the Town Manager (**Exhibit F**). Best efforts should be made to use the Town's standard professional services contract template when contracting for professional services subject to QBS.

7.1 Design-Build and Design-Build Bridging Services

Prior to issuing an RFQ for design-build or design-build bridging services, the Town shall establish written criteria used for determining the circumstances under which the proposed method is appropriate for a project. At a minimum, such criteria shall address the elements set forth in N.C.G.S. § 143-128.1A(b) for design-build services and § 143-128.1B(b) for design-build bridging services. For design-building bridging services, the criteria shall not require the design-builder to provide the costs of the subcontractor work in the design criteria package.

The Town shall issue a public notice of RFQs for design-build services and design-build bridging services, including, at a minimum, general information on the elements contained in N.C.G.S. § 143-128.1A(c) for design-build services and § 143-128.1B(d) for design-build bridging services.

Following an evaluation of the SOQs received in response to the RFQ for design-build services, the three most highly qualified design-builders shall be ranked. If less than three qualified design-builders respond to the RFQ, the Town shall resolicit for design-builders. If less than three responses are received pursuant to the second solicitation, the Town may begin negotiations with the highest-ranked design-builder even though fewer than three responses were received. A similar evaluation process must be followed for design-build bridging services as set forth in N.C.G.S. § 143-128.1B(e).

Each design-builder shall certify in its SOQ to the Town that each design professional who is a member of the design-build team, including subconsultants, was selected based upon demonstrated competence and qualifications in the manner provided by N.C.G.S. § 143-64.31. After the contract has been awarded, key personnel on the design-build team may only be changed subject to written approval from the Town.

Selected design-builders shall provide performance and payment bonds to the Town in accordance with N.C.G.S § 44A-26 as more fully described in Section 8.10 below.

7.2 Construction Management at Risk Services

Construction management at risk services ("CMARS") may only be used by the Town after the Town Board has concluded that CMARS are in the best interest of the project after comparing the advantages and disadvantages of using the construction management at risk method for a given project in lieu of other delivery methods.

When utilizing CMARS, the Town shall contract directly with a licensed architect or engineer for design services and select a construction manager at risk ("CMAR") through QBS with whom to enter a separate contract for all construction.

The CMAR shall publicly advertise for bids as prescribed in N.C.G.S § 143-129 and prequalify and accept bids from first-tier subcontractors for all construction work in accordance with N.C.G.S § 143-135.8 and Section 13 of this Policy. Prior to soliciting bids for the project's first-tier subcontractors, the CMAR shall submit its plan for compliance with N.C.G.S § 143-128.2 and the Town's HUB Outreach Plan for approval by the Town. When contracts are awarded pursuant to this section, the Town shall provide for a dispute resolution procedure as provided in N.C.G.S. § 143-128(f1).

The CMAR shall provide a performance and payment bond to the Town in accordance with N.C.G.S § 44A-26 as more fully described in Section 8.10 below.

Section 8- Construction and Repair Services

8.0 Construction and Repair Services

Contracts for construction and repair services that do not require QBS are subject to the NC bidding procedures and thresholds, as well as the Town's policies for construction and repair contracts as shown in the construction and repair table (Table B).

Table B- Construction and Repair

The following local thresholds are established to govern construction/repair contracts.

Dollar Threshold	Minimum Requirements	Approval/Signature authority
$0 - $10,000	- Multiple quotes not required	Town Manager or Designee
$10,001 - $29,999	- Multiple quotes recommended	Town Manager or Designee
$30,000 - $499,999	- Informal bid procedure required	Town Manager or Designee or Town Board ($300,000+)
$500,000 or greater	- Formal bid procedure required	Town Board

8.1 Licensing Requirements

Pursuant to N.C.G.S § 87-1, a licensed general contractor must oversee construction of any building, highway, public utilities, grading, or any improvement or structure when the cost of the work is $40,000 or more. General contractor oversight is not required if the Town is

acting as its own general contractor by using its own forces (i.e. "force account work" as more fully described in Section 12). However, if the Town acts as its own general contractor, it must submit an owner-contractor affidavit to the local building inspector attesting to its eligibility to act as its own general contractor pursuant to N.C.G.S. § 87-14.

8.2 Minority Business Participation

The Town shall use good faith efforts to recruit and contract with minority business and adhere to the specific requirements for construction and repair contracts as set forth in the Town's Minority Business Participation Outreach Plan (**Exhibit D**), including all reporting requirements set forth therein.

8.3 Verifiable Percentage Goal for Participation by Minority Businesses

All building projects costing $100,000 or more, which are funded fully or in part with state appropriations or state grant funds shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of the work. This goal shall apply regardless of procurement method.

All locally funded building projects costing $300,000 or more shall have a verifiable ten percent (10%) goal for participation by minority business in the total value of the work. This goal shall apply regardless of procurement method.

8.4 Nondiscrimination

Pursuant to N.C.G.S. § 143-128.2(h), public building contracts shall be awarded without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition.

8.5 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 as follows:

(1) The Town shall not retain more than five (5) percent of any periodic payment due a prime contractor.

(2) When the project is 50% complete,[11] the Town, with written consent of the surety, shall discontinue retainage if the contractor continues to perform in a satisfactory manner and any identified nonconforming work has been corrected. If the Town determines that the contractor's performance is unsatisfactory, the Town may reinstate retainage of each subsequent periodic payment up to the maximum amount of 5%.

[11] The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.

(3) When a certificate of substantial completion is issued by the architect, engineer, or designer in charge of the project or upon beneficial occupancy, the Town, with written consent of the surety, must release all remaining retainage on payments to the contractor. However, the Town may retain sufficient funds to secure completion of the project or corrections on any work in an amount not to exceed two and a half (2.5) times the value of the remaining work to be completed or corrected.

(4) Upon the Town's receipt of a certificate of substantial competition from the architect, engineer, or designer in charge of the project that a subcontractor's work is acceptable and in accordance with the contract documents, "line-item release" of retained funds is required for "early finishing trades" that have completed 100% of their work prior to the completion of 50% of the project. Early finishing trades include structural steel, piling, caisson, and demolition. At the time of the release, the Town shall reduce the retainage for such trades to five-tenths percent (.5%) of the contract.

(5) Following 50% completion of the project, the Town is also authorized to withhold additional retainage, not to exceed five percent, from a subsequent periodic payment in order to allow the Town to retain two and a half percent (2.5%) through the completion of the project.

The existence of any third-party claims against the contractor or any additive change orders to the construction contract shall not be a basis for delaying the release of any retainage on payments.

Notwithstanding the above, the Town may also withhold payment to the contractor in addition to the amounts authorized by this section for unsatisfactory job performance, defective construction not remedied, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

8.6 Dispute Resolution

The dispute resolution process adopted by the State Building Commission pursuant to N.C.G.S. § 143-135.26(11), or an alternative dispute resolution process adopted by the Town, will be available to all parties involved in Town projects for the erection, construction, alteration, or repair of any building. The applicable process will be available for issues arising out of the construction contract or construction process. The parties may require participation in the applicable process for any issues arising out of the contract or construction process when the amount in controversy is at least $15,000. The parties may mutually agree to participate in the applicable process when the amount in controversy is less than $15,000.

8.7 Contracts for Building Projects Exceeding $300,000

Contracts involving the erection, alteration, or repair of buildings ("building projects") exceeding $300,000 in cost are also subject to additional statutory requirements as set forth in Sections 8.8, 8.9, and 8.10.

The additional requirements do not apply to:
(1) Contracts for construction and repair contracts not involving buildings;
(2) The purchase and erection of prefabricated or relocatable buildings or portions thereof, except that portion of the work which must be performed at the construction site; and
(3) Building projects costing $300,000 or less.

8.8 Methods for Awarding Building Project Contracts

Building projects costing more than $300,000 shall be awarded pursuant to any of the following methods:
(1) Separate-prime bidding
(2) Single-prime bidding
(3) Dual bidding
(4) CMAR
(5) Design-build
(6) Design-build bridging
(7) Public-private partnership
(8) Alternative contracting methods authorized by the State Building Commission pursuant to N.C.G.S. § 143-135.26(9)

8.9 Preparation of Separate Specifications

At a minimum, separate specifications shall be prepared for each of the following subdivisions or branches of work to be performed in relation to building projects when the cost thereof is greater than $300,000:
(1) Heating, ventilating, air conditioning and accessories (separately or combined into one conductive system), refrigeration for cold storage (where the cold storage cooling load is 15 tons or more of refrigeration), and all related work.
(2) Plumbing and gas fittings and accessories, and all related work.
(3) Electrical wiring and installations, and all related work.
(4) General work not included in subdivisions (1), (2), and (3) of this subsection relating to the erection, construction, alteration, or repair of any building.

The above enumeration of subdivisions or branches of work shall not be construed to prevent the preparation of additional specifications for any other category of work.

8.10 Performance and Payment Bonds

Performance and payment bonds are required for each construction or repair contract over $50,000 when the total cost of the construction or repair project exceeds $300,000.

Performance bonds shall be for 100% of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. The performance bonds shall be solely for the protection of the contracting body that is constructing the project. The performance bond shall become effective upon the awarding of the construction contract must be issued by a company legally

authorized to do business in NC.

Payment bonds shall be for 100% of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. Payment bonds shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor, or construction manager at risk is liable. The payment bond shall become effective upon the awarding of the construction contract and must be issued by a company legally authorized to do business in NC.

8.11 Rejection of Formal Bids

Bids for construction or repair work contracts with an estimated cost of $500,000 or more (formal bid range) may only be rejected by the Town Board.

Section 9- Other Services

9.0 Other Services

Contracts for services not involving construction or repair, and which do not constitute professional services requiring QBS, are not subject to the NC bidding procedures and thresholds. However, multiple quotes are recommended for procurement of other services with an anticipated cost in excess of $10,000. Best efforts should be made to utilize the Town's standard service contract template when contracting for other services.

9.1 Installations

When determining whether an "installation" service involves construction or repair, consideration should be given to whether a general contracting license is required to perform the installation. If so, the installation should be treated as a construction or repair service subject to NC bidding procedures and thresholds instead of a service that is not subject to the established bidding procedures and thresholds.

Section 10- Formal Bidding Procedures

10.0 Formal Bidding Thresholds

Unless one of the exceptions to the formal bidding requirements as more fully discussed in Section 12 applies, construction and repair work with an estimated cost of $500,000 or more and purchases of apparatus, supplies, materials, or equipment with an estimated cost of $90,000 or more are subject to the formal bidding procedures set forth in N.C.G.S. § 143-129. Contracts subject to the formal bidding procedures must be awarded to the lowest, responsive,[12] responsible bidder[13] taking into consideration quality, performance, and the

[12] A bid is responsive of it meets all applicable legal requirements and conforms substantially to the bid specifications.
[13] A bidder is responsible if the bidder has the skill, judgment, and integrity necessary to faithfully perform the contract, has sufficient financial resources to perform the contract, and has the ability to perform the contract.

time specified in the bid proposals for the performance of the contract.

10.1 Advertisement of Contracts within the Formal Bidding Threshold

Contracts subject to formal bidding procedures must be advertised in a newspaper of general circulation in the Town, online, or both seven (7) days prior to the opening of bids.[14]

The advertisement shall:
(1) state the time and place where plans and specifications of proposed work or a complete description of the apparatus, supplies, materials, or equipment may be had;
(2) state the time and place for opening of the proposals; and
(3) reserve to the board or governing body the right to reject any or all proposals.

10.2 Form of Formal Bids

Formal bids must be sealed. However, reverse auction and electronic bidding may be used as alternative competitive bidding methods for purchase contracts subject to the formal bidding procedures in accordance with N.C.G.S. § 143-129.9.

Reverse auctions shall not be utilized for the purchase or acquisition of construction aggregates, including but not limited to, crushed stone, sand, and gravel.

10.3 Deposit or Bid Bond Required

Bids for construction and repair contracts subject to formal bidding procedures must be accompanied by a deposit of cash, a cashier's check, or certified check from a bank insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five (5) percent of the proposal. This deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required herein.

In lieu of a deposit, the bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina, conditioned that the surety will make payment to the Town if the bidder fails to execute the contract in accordance with the bid bond.

10.4 Minimum Number of Formal Bids

A minimum of three bids must be received for construction and repair contracts subject to the formal bidding procedures. If the minimum number of bids is not received, the Town shall readvertise for bids. After readvertisement, the Town may award the contract to the lowest, responsive, responsible bidder even if three bids are not received. There is no minimum bid requirement for contracts for the purchase of apparatus, supplies, materials, or equipment subject to the formal bidding procedures.

10.5 Deviations

[14] *See supra* note 10.

Minor deviations or defects in bid submittals can be waived if the waiver does not disadvantage other bidders. Material deviations in bid submittals or statutory requirements may not be waived. Under no circumstances may the bidder modify or correct their bid.

10.6 Withdrawal of Bids

A formal bid can be withdrawn without any bid deposit or bond being forfeited at any time before the bid opening. However, once the bids have been opened, a bidder can withdraw their bid without forfeiting any bid deposit or bond only if the bid price was based on a substantial error that was clerical in nature (not a judgment error) and the bid was submitted in good faith.

The substantial error must have been due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment or services made directly in the compilation of the bid.

A request to withdraw a bid after the bid opening must be made to the Town in writing no later than 72 hours after the opening of the bids, or for a longer period as may be specified in the instructions to bidders provided prior to the opening of the bids.

Upon receipt of a request to withdraw a bid, the Town shall promptly hold a hearing on the request. Reasonable notice of the time and place of the hearing shall be provided to the bidder requesting withdrawal. The bidder, either in person or through counsel, may appear at the hearing and present any additional facts and arguments in support of the request to withdraw the bid. The Town shall issue a written ruling allowing or denying the request to withdraw within five days after the hearing.

If the Town finds that the price bid was based upon a mistake of the type described in the first and second paragraphs of this section, then the Town shall issue a ruling permitting the bidder to withdraw without forfeiture of any bid bond or deposit. However, no withdrawal of a bid which would result in the award of the contract on another bid of the same bidder, the bidder's partner, or to a corporation or business venture owned by the bidder or in which the bidder has interest shall be permitted.

If the Town finds that the price bid was based upon a mistake not of the type described in the first and second paragraph of this section, then the Town shall issue a ruling denying the request to withdraw and requiring the forfeiture of any bid bond or deposit.

A denial by the Town of the request to withdraw a bid shall have the same effect as if an award had been made to the bidder and a refusal by the bidder to accept had been made, or as if there had been a refusal to enter into the contract, and the bidder's bid deposit or bid bond shall be forfeited.

Any ruling by the Town denying a request to withdraw may be appealed by the bidder within

20 days after receipt of said ruling by filing a civil action in any court of competent jurisdiction in North Carolina.

If a bid is successfully withdrawn, action on the remaining bids shall be taken as though the withdrawn bid had not been received. Notwithstanding the foregoing, the withdrawn bid will count for the purposes of satisfying the minimum number of bids required in Section 10.4. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract or work agreement for, any person to whom a contract or a subcontract is awarded in the performance of the contract for which the withdrawn bid was originally submitted, without the prior written approval of the Town. Violators of the provisions of the foregoing sentence shall be guilty of a Class 1 misdemeanor.

If it is necessary to readvertise the contract pursuant to Section 10.9, any bidder who filed a request to withdraw their original bid for the contract shall not be permitted to rebid.

10.7 Public Bid Opening

All sealed bids shall be opened in public, and the contract shall be awarded to the lowest, responsive, responsible bidder. Proposals may be rejected for any reason determined by the awarding authority to be in the best interest of the Town.

Sealed bids become public records once opened.

10.8 Negotiations

In the event the lowest, responsive, responsible bid is in excess of funds available for the formally bid project or purchase, the Town is authorized to enter negotiations with the lowest, responsive, responsible bidder by making reasonable changes in the plans and specifications as may be necessary to bring the contract price within the funds available.

10.9 Readvertising

If a contract cannot be let under the above conditions, including negotiations as permitted in Section 10.8, the contract must be readvertised after having made such changes in plans and specifications as may be necessary to bring the cost of the project or purchase within the funds available therefor.

Section 11- Informal Bidding Procedures

11.0 Informal Bidding Thresholds

All contracts for construction and repair work with an estimated cost between $30,000 and $499,999 and for purchases of apparatus, supplies, materials, or equipment with an estimated cost between $30,000 and $89,999 are subject to the informal bidding procedures as set forth in N.C.G.S. § 143-131 and must be awarded to the lowest, responsive, responsible bidder taking into consideration quality, performance, and the time specified in the bids for the

performance of the contract.

11.1 Form of Informal Bids

No specific form is required for informal bids.

11.2 Minimum Number of Informal Bids

There is no minimum number of bids for purchase and construction or repair contracts subject to the informal bidding thresholds and procedures.

11.3 Deviations

Minor deviations or defects in bid submittals can be waived if the waiver does not disadvantage other bidders. Material deviations in bid submittals or statutory requirements may not be waived. Under no circumstances may the bidder modify or correct their bid.

11.4 Record of Bids

Any department entering a contract pursuant to the informal bidding procedures must keep a record of all bids submitted as required by the adopted retention schedule. The record of bids (and bid documents) shall become public record when the contract is awarded.

Section 12- Exceptions to Competitive Bidding Requirements

12.0 Exceptions to Competitive Bidding Requirements

The Legal Department should be consulted prior to letting a contract under an exception to the competitive bidding requirements in order to ensure that the exception's application is appropriate and that all procedural requirements for the application of the exception are satisfied.

12.1 Common Exceptions to the Competitive Bidding Requirements

Exceptions to the competitive bidding requirements include:

1) Purchase, lease, or acquisition of apparatus, supplies, materials, or equipment from other units of government pursuant to N.C.G.S. § 143-129(e)(1).
    - Applies to informal and formal purchases, leases, and acquisitions directly from another unit of federal, state, or local government in the United States.

2) Emergency pursuant to N.C.G.S. § 143-129(e)(2).
    - Applies to contracts for informal and formal purchases and construction and repair work to address present, immediate, and existing cases of special emergency involving the health and safety of the people or their property. However, this exception does not apply to purchases made to address anticipated circumstances

that may arise in the future.
- This exception is not applicable if the Town can comply with the competitive bidding requirements without causing harm to public health and safety or damage to property.
- Despite the applicability of the exception for state law purposes, federal regulations may require compliance with competitive bidding procedures for contracts involving the use of federal funds.

3) Group purchasing programs pursuant to N.C.G.S. § 143-129(e)(3).
   - Applies to informal and formal purchases made through a group purchasing program, which is a formally organized program that uses a competitive bidding process and offers discount prices to at least two (2) or more public agencies.

4) Change orders pursuant to N.C.G.S. § 143-129(e)(4).
   - Applies to construction and repair work undertaken during the progress of a construction or repair project that was competitively bid pursuant to the formal or informal bidding procedures and which is within the scope of the original project.

5) Fuel purchase pursuant to N.C.G.S. § 143-129(e)(5).
   - Applies to purchases of gasoline, diesel fuel, alcohol fuel, motor oil, fuel oil, or natural gas less than $30,000.
   - When the cost of the purchase is $30,000 or more (including purchases that would otherwise be in the formal bidding range), informal bidding requirements apply.
6) Sole source purchases pursuant to N.C.G.S. § 143-129(e)(6).
   - Applies to informal and formal purchases when performance or price competition is not available, the product is available from only one source, or standardization or compatibility is the overriding consideration for the purchase.
   - All sole source purchases must be approved by the Town Board prior to award of the contract and this approval may not be delegated.

7) Purchase of information technology through contracts established by the North Carolina Department of Technology pursuant to N.C.G.S. § 143-129(e)(7).

8) Guaranteed energy savings contracts ("GESC") pursuant to N.C.G.S. § 143-129(e)(8).
   - Applies to GESC for construction or repair work and related purchases for improvements to existing facilities to achieve energy savings sufficient to pay for the costs of the improvements over the term of the contract.
   - These contracts are governed by Article 3B of Chapter 143 of the N.C.G.S.

9) State contract purchases pursuant to N.C.G.S. § 143-129(e)(9).
   - Applies to purchases from vendors under contract with any North Carolina state agency, so long as the vendor is willing to sell the same item under the same or more favorable prices, terms, and conditions as offered under the state contract.

10) Federal contract purchases pursuant to N.C.G.S. § 143-129(e)(9a).

- Applies to purchases from vendors under contract with any federal agency, so long as the vendor is willing to sell the same item under the same or more favorable prices, terms, and conditions as offered under the federal contract.

11) Used good purchase pursuant to N.C.G.S. § 143-129(e)(10).
- Applies to purchases of used goods from a public or private entity.
- Remanufactured, refabricated, or demo goods are not included under this exception.

12) Piggyback pursuant to N.C.G.S. § 143-129(g).
- Applies to purchases from any person or entity that has, within the previous 12 months, after having completed a public, formal bid process substantially similar to that required by N.C.G.S. § 143-129 contracted to furnish apparatus, supplies, materials, or equipment to any federal, state, or local government in the U.S if the person or entity is willing to furnish the items at the same or more favorable prices, terms, and conditions as those provided under the contract with the other unit or agency.
- Only applies to purchases in the formal bid range and requires Town Board approval at a regular meeting after at least 10 days' public notice.

13) Force account work pursuant to N.C.G.S. § 143-135.
- Construction or repair work undertaken by the Town when:
  i. the work is performed by Town officers or agendas using force account qualified labor on the Town's permanent payroll; and
  ii. either the total cost of the project, including without limitation all direct and indirect costs of labor, services, materials, supplies, and equipment, does not exceed $500,000 or the total cost of labor on the projection does not exceed $200,000.

Section 13- Prequalification

13.0 Prequalification

Prequalification is a process to impartially determine whether potential bidders are qualified to bid on a specific construction or repair work project by evaluating their skill, judgement, integrity, sufficiency of financial resources, and ability to faithfully perform under the contract.

Bidders may only be prequalified for construction or repair work when:
(1) The Town is using separate-prime, single-prime, or dual bidding construction methods.
(2) An assessment tool and criteria for the construction or repair work project,[15] including prequalification scoring values and minimum required scores for prequalification, have been adopted by the Town Board.

Prequalification may not be used for the selection of any qualification-based services as

[15] The assessment tool and criteria must be rationally related to the specific construction or repair work project.

addressed in Section 7 of this Policy.

13.1 Prequalification Procedures

The prequalification procedures set forth in this Section 13.1 shall apply equally to all potential bidders for construction and repair work contracts that the Town opts to prequalify bidders for.

Upon adoption of an assessment tool and criteria for the construction or repair work project pursuant to Section 13.0, the department letting the contract for the project shall establish a prequalification application form incorporating the adopted assessment tool and criteria for the project.

At a minimum, the application form for the project:
(1) Must clearly state the prequalification criteria and assessment process for the project;
(2) Must permit bidders to submit history or experience with projects of similar size, scope, or complexity; and
(3) Must not require that the bidder have been previously awarded a construction or repair work project by the Town.

The application form should require the potential bidders to address the following additional information:
(1) Contact information. Including address, telephone number, and email address for notice of decision.
(2) Organizational Structure. Including a list of all owners, officers, partners, or individuals authorized to represent or conduct business on behalf of the potential bidder.
(3) Classification. Including all required licensures and the type of work typically performed by the potential bidder.
(4) Financial status. Including a minimum of one year of complete, audited financial statements from the most current period available.
(5) Litigation/Claims. Information regarding the potential bidder's litigation history and any outstanding litigation claims.
(6) Timeliness. Information regarding its success at completing projects on time, including the payment of liquidated damages resulting from missed deadlines.
(7) Capacity. Information demonstrating sufficient bonding capacity, insurance, and resources, and manpower for the project.
(8) Safety. Information demonstrating an acceptable safety history including copies of any complaints, safety violations, or reports from the North Carolina Qualifications Board, OSHA, or any other regulating agency.

All potential bidders who meet the prequalification criteria, as determined by the Town, shall be prequalified to bid on the construction or repair work project.

If the Town opts to prequalify potential bidders for a construction or repair work project, bids submitted during the solicitation period by any bidder not prequalified shall be deemed nonresponsive unless the bidder successfully protests the denial of prequalification pursuant

to Section 13.4.

Notwithstanding the foregoing, if the construction or repair work project involves federal funding, potential bidders shall not be precluded from qualifying during the solicitation periods in accordance with Article 3, Section N of the Town's Uniform Guidance Procurement Policy (**Exhibit B**).

13.2 Notice of Prequalification Opportunity

Notice of the prequalification opportunity shall be posted on the Town's website for a minimum of one week and state where the application form may be obtained and the deadline for submitting the application for prequalification. Incomplete applications will be rejected or returned for further detail or correction in the sole discretion of the Town.

13.3 Notice of Prequalification Decision

Potential bidders shall be promptly notified of the Town's prequalification decision via e-mail. Notifications denying prequalification shall include the reason(s) for denial. Notice shall be provided prior to the advertisement of any request bids for the project and with sufficient time for a potential bidder to protest the denial of prequalification in accordance with Section 13.4.

13.4 Prequalification Protest Procedures

The following protest procedures shall apply to denials of prequalification:

(1) Any party wishing to protest (the "Protestor") a denial of prequalification shall, within 72 hours of receiving the Town's intent to deny prequalification, deliver a written statement to the Town Clerk outlining:
   a. the specific actions being protested;
   b. how the Protestor was harmed by the protested action; and
   c. any relief requested.

(2) The Town Clerk will inform the Town Manager and Deputy Town Manager that a formal protest has been received.

(3) The Town Manager and/or Deputy Town Manager will review the written protest statement for merit.

(4) During the review process, the Town Manager and/or the Deputy Town Manager will consult with the Director of the department which prequalified the potential bidders. An interview may be requested with the Protestor.

(5) The Town Manager and/or Deputy Town Manager will, within 10 days of receiving the protest, make a final determination concerning the protest after a complete review of the data and interview with the Protester, when applicable.

(6) The Protester will be notified, in writing, of the decision of the Town Manager. The decision of the Town Manager concerning the protest is final.

Section 14- Procurement Procedures

14.0 Procurement Procedures

Each department is responsible for submitting purchase order requisition forms to and securing purchase orders from the Finance Department prior to Town funds being disbursed. The procurement procedures discussed in this Section 14 apply in addition to the other contracting procedures detailed in this Policy.

14.1 Purchase Order Requisitions

For all procurements exceeding $10,000 (excluding sales tax and including freight), a purchase order requisition form and supporting documentation (i.e. price quotes) must be submitted to the Finance Department for approval prior to the issuance of a purchase order.

14.2 Purchase Orders

Purchase orders are required for all procurements exceeding $10,000 (excluding sales tax and including freight). Purchase orders are generated by the Finance Department from the purchase order requisitions submitted pursuant to Section 14.1. Purchase orders must be pre-audited by the Finance Director. Vendors that are issued a purchase order must have a vendor number assigned by the Finance Department after the submission of a vendor form, W-9, and certificate of insurance, when required. Purchase orders may be issued by the Finance Department for purchases less than $10,000 upon request of the vendor.

Employees shall not obligate Town funds prior to receipt of a purchase order unless utilizing a Town-issued procurement card in accordance with the Town's Electronic Payment Policy (**Exhibit A**).

14.3 Emergency Procurement

Notwithstanding Sections 14.1 and 14.2 above, emergency procurement procedures may be utilized for present, immediate, and existing cases of special emergency involving the health and safety of the people or their property.

If the emergency occurs during Town Hall business hours, the department director for the department experiencing the qualifying emergency shall contact the Finance Department and provide the following information for the emergency procurement:

(1) Vendor or business name;
(2) Requesting department;
(3) Name of requestor; and
(4) Approximate cost of the procurement.

Upon receipt of the above information, the Finance Department shall issue a verbal emergency purchase order number. As soon as practicable, the department director shall provide the Finance Department with a purchase order requisition form for the emergency

purchase order.

If the emergency occurs outside of Town Hall business hours, the department director for the department experiencing the qualifying emergency shall assume full responsibility for determination that an emergency exists and approve necessary procurement. The department director should advise the vendor of the emergency and that a purchase order will be processed as soon as possible. The Finance Department shall make best efforts to process the purchase order within 24 hours of the purchase.

14.4 Cancellation of Purchase Orders

When a purchase order requires cancellation, the department requesting the cancellation shall cancel the order by contacting the vendor or business. Written confirmation from the vendor or business acknowledging the cancellation must be submitted to the Finance Department.

Any contract associated with the purchase order should also be terminated by the department requesting the cancellation. Written confirmation of the termination from the vendor or business acknowledging the termination must be submitted to the Finance Department.

14.5 Change Orders for Construction Contracts

Change orders for construction contracts must be submitted to the Finance Department in writing and provide a detailed breakdown of the proposed changes in price and scope of work.

Change orders requiring additional funding must be pre-audited. Any change order for which funds are not available within the project's budget require a budget amendment.

Any contract associated with a change order should be amended to reflect the changes contained in the change order.

14.6 Confidentiality of Cost Estimates

Pursuant to N.C.G.S. § 133-33, at the discretion of the Department Director, cost estimates prepared by the Town may be kept confidential and not disclosed until after the opening of bids. Notwithstanding the above, any itemization within a cost estimate shall be confidential and not disclosed until after the opening of the bids.

Section 15- Required Contract Terms for External Contracts

15.0 Required Contract Terms

When using an external contract as described in Section 2.1, the following information must

be included in the external contract:

(1) Names of the parties.
(2) Date the agreement is effective and the date the contract ends (termination date).
(3) Acceptable methods of notice and the names and addresses where any notices should be sent.
(4) Payment terms and methods.
(5) Responsibilities and obligations of the parties.
(6) Insurance provisions.
(7) Pre-audit certification.
(8) Procedures for early termination of the agreement and termination for default.

The terms and conditions in the Town's External Contract Addendum (**Exhibit C**), as may be amended from time to time, shall also be included in the external contract.

Section 16- Capital Assets

16.0 Capital Assets Defined

Governmental Accounting Standards Board (GASB) Statement No. 34 defines capital assets as including the following: "…vehicles, machinery, equipment, works of art and historical treasures, … and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period."

16.1 Capital Asset Management

Each department director or their designee is responsible for maintaining an accurate inventory of the tangible capital assets under the control of their department, including the year, make, model, and VIN of all vehicles and the brand, model, serial number, and other identifying information of machinery and equipment. Newly purchased vehicles, machinery, equipment, and other tangible assets should be reported to the Finance Department within five (5) business days from the date of receipt of the asset. If the value of the asset exceeds $1,000, notice of the purchase should also be reported to the Town's Risk Manager within five (5) business days for inclusion of the asset in the Town's insurance coverage.

Lost, stolen, sold, retired, decommissioned, or otherwise disposed of capital assets should be reported to the Finance Department within five (5) business days of the disposition of the asset. The Risk Manager should also be informed of the disposition of assets exceeding $1,000 in value within five (5) business days so that the asset may be removed from the Town's insurance coverage.

Section 17- Surplus Personal Property

17.0 Surplus Personal Property Defined

Surplus personal property is defined as any Town-owned personal property that the

continued use of is uneconomical or inefficient or which serves no governmental function or further use to the Town.

17.1 Authority to Declare Personal Property as Surplus

Pursuant to § 160A-266, personal property may be declared as surplus by the Town Manager when the value of any one item of the personal property or group of personal property items is valued at less than $30,000. The Town Board shall declare personal property valued above $30,000 as surplus.

17.2 Procedure to Declare Personal Property as Surplus

It shall be the duty of each department director to notify the Town Manager of personal property within their department that they believe to be surplus as defined in Section 17.0. The notification shall be in the form of a written memorandum describing the property including the age, type, quantity, and estimated value of the property. The memorandum shall also include the reason that the property is believed to be surplus.

If the property is valued at less than $30,000, the Town Manager shall review and evaluate the memorandum, considering all relevant feasible uses of the property and determine whether the property should be declared as surplus. The Town Manager shall notify the department director of his or her decision as to whether the property has been declared surplus.

For personal property valued above $30,000, the memorandum describing the property shall be added to a Town Board agenda for consideration and the Town Board shall determine whether the property should be declared surplus.

17.3 Disposal of Surplus Personal Property Valued Less Than $30,000

Pursuant to N.C.G.S. § 160A-266(c), the Town Manager is authorized to:

1) set the fair market value of surplus property valued less than $30,000 using reasonable means of valuation;
2) sell the property efficiently and economically via any method of sale authorized by N.C.G.S. § 160A-266; and
3) convey title to the property without further action by the Town Board.

The Administration Department shall keep a record of all property sold pursuant to this Section 17.3 and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

17.4. Disposal of Surplus Personal Property Valued Greater Than $30,000

Surplus personal property valued greater than $30,000 may be disposed of pursuant to any method of sale authorized by N.C.G.S. § 160A-266, including by private negotiation and

sale in accordance with Section 7.3 of the Town Charter, and the selected method's procedural requirements as set forth in Article 12 of Chapter 160A of the N.C.G.S.

17.5 Discarding Personal Property

Notwithstanding Sections 17.3 and 17.4, the Town Manager may discard any personal property that:

1) is determined to have no value;
2) remains unsold or unclaimed after the Town has exhausted efforts to sell the property using any applicable procedure under Section 17.3 and 17.4; or
3) poses a potential threat to the public health or safety.

Section 18- Amendments

This Policy and the policies attached hereto are administrative in nature and may be amended from time to time by the Town Manager, upon the review and advice of the Town Attorney, as necessary to comply with legislative changes.

Town of Huntersville Purchasing and Contracting Policy Appendix

Electronic Payment Policy……Exhibit A

Uniform Guidance Policies……...Exhibit B

External Contract Addendum……..Exhibit C

Minority Business Outreach Plan……Exhibit D

Delegation of Contracting Authority……...Exhibit E

QBS Exemption Form……...Exhibit F

CONTRACTING AND PURCHASING POLICY

EXHIBIT A
Electronic Payment Policy

	Title: Town of Huntersville Electronic Payment Policy
	Description: Outlines the Town's electronic payment procedures.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE ELECTRONIC PAYMENT POLICY

Section 1- Purpose

This Electronic Payment Policy ("Policy") is intended to establish internal controls and procedures for the execution of electronic payments by the Town of Huntersville (the "Town"). All electronic payments shall comply with applicable pre-audit and disbursement requirements set forth in North Carolina General Statutes ("N.C.G.S.") § 159-28 and the rules for electronic payments as adopted by the Local Government Commission (the "LGC").

Section 2- Definitions

The following definitions shall apply to this Policy:

Electronic Payment
Payment by charge card, credit card, debit card, gas card, procurement card, or electronic funds transfer.

Encumbrance System
The system used by the Town to track obligations. As of the date of this Policy adoption, the Town's electronic encumbrance system is Munis Financials.

Electronic Funds Transfer ("EFT")
A transfer of funds by using an electronic terminal, a telephone, a computer, or a magnetic tape to instruct or authorize a financial institution or its agent to credit or debit an account.

Automated Clearing House ("ACH")
An ACH is a computer-based electronic funds transfer network that facilities payments between participating financial institutions.

Section 3- Applicability

This Policy and the procedures included herein shall apply to all electronic payments made by any Town personnel or paid from Town funds. This Policy shall supersede the Town's Procurement Card Policy adopted on May 7, 2018.

Section 4-Roles and Responsibilities

In addition to roles and responsibilities of the Finance Department described in Section 5 below, the Finance Department, in conjunction with each department director, is responsible for ensuring employee compliance with this Policy as may be updated from time to time.

Section 5-Policy

In accordance with N.C.G.S. § 159-28, it is the Town's policy that the Finance Director or Deputy Finance Officer[16] shall preaudit Town obligations and approve or disprove disbursements of Town Funds, including those obligations and disbursements associated with electronic payments.

As required by the rules for electronic payments adopted by the LGC and incorporated into the North Carolina Administrative Code ("NCAC") at 20 NCAC 03.0409 and 20 NCAC 03.0410:

1) A resolution authorizing the Town to engage in electronic payments as defined by N.C.G.S. § 159-28 was adopted on May 7, 2018.
2) The Finance Department utilizes an encumbrance system for tracking obligations.
3) This Policy incorporates internal controls to ensure that:
   A) the amount claimed is payable;
   B) there is a budget, project, or grant ordinance appropriation authorizing the expenditure;
   C) sufficient budgeted monies remain within the appropriation to cover the amount that is expected to be paid out during the current fiscal year if accounted for in the budget ordinance, or to cover the entire amount if accounted for in a project or grant ordinance;
   D) the amount of the transaction is recorded in the Town's encumbrance system;
   E) that the unit has sufficient cash to cover the payment.
4) The Finance Department is responsible for providing training to all personnel regarding this Policy and the procedures that shall be followed before undertaking an electronic payment; and
5) The Finance Department is responsible for providing the Town Board with a monthly budget-to-actual statement including the information required by the 20

[16] The Deputy Town Manager is approved by the Board of Commissioners for the Town of Huntersville (the "Town Board") to act as Deputy Finance Officer pursuant to Chapter 159 of the N.C.G.S. The Deputy Finance Officer and Town Manager are authorized by the Town Board to countersign checks and drafts on official depository pursuant to N.C.G.S § 159-25(b).

NCAC 03 .0409(a)(5).

Section 6- Procedures

6.0 Procedures

To ensure that the procedural preaudit and disbursement requirements for each type of electronic payment as described in Sections 6.1 to 6.4 below are met, the following procedures shall apply.

6.1 Town Procurement Card Procedures

1) SCOPE AND TERMS OF USE

Procurement cards should only be used when:

A) The items and/or services to be purchased are for the official Town business. The use of a Town procurement card to acquire or purchase goods or services for reasons other than the official use of the Town is fraudulent use and will be handled according to the disciplinary procedures as listed in the Town's Personnel Policy.

B) The types of items and/or services to be purchased are an appropriate use of the card. Examples of appropriate uses include payment for training registrations, educational tools such as books, travel expenses, to reduce the number of credit accounts with local suppliers, and other items or services as may be determined by the Finance Director. The card may not be used to purchase alcoholic beverages.

C) The cost of the proposed purchase does not exceed the transaction limit agreed to by the employee and the department director as documented in the Enrollment Form on file with the Finance Department. The cardholder must retain vendor receipts and records of orders to reconcile monthly procurement card statements. Failure to submit receipts and/or records of purchases may result in the employee reimbursing the Town for the full amount charged to the procurement card. Repeated failures to submit receipts and/or records of purchases may result in revocation of the procurement card and/or disciplinary actions as described in the Town's Personnel Policy.

2) ISSUANCE AND CANCELLATION

Procurement cards may be issued upon the recommendation of an employee's department director, or in the case of a department director, upon the recommendation of the Town Manager or Deputy Town Manager ("Town Management"). Each cardholder must sign and complete an Enrollment Form (see attached) prior to card issuance. The Enrollment Form must include a transaction limit as approved by the enrolling employee's

department director or, in the case of a department director, Town Management.

Enrollment Forms will be reviewed for completeness by the Finance Director prior to card issuance.

The Finance department is to be notified immediately when a card is lost, misplaced, or stolen so that appropriate account cancellation can be achieved.

Department directors or Town Management should notify the Finance Director upon a cardholder's separation from Town employment to facilitate the cancellation of the account. The card will be destroyed by the Finance Department.

3) PAYMENT OF CHARGES

The Finance Department, in coordination with each department, will ensure and certify that sufficient funds are available to pay for one month of anticipated procurement card purchases for all cardholders. The monthly transaction limit for each cardholder will be encumbered in compliance with state statutes to prevent spending over budgetary limits.

Each cardholder shall reconcile their monthly procurement card statement with their monthly receipts and records of purchase. Reconciled statements should be signed by the cardholder and forwarded to the department director or Town Management for review. Any disputed transactions will be referred to Finance.

The department director or Town Management will review the reconciled statement, mark the statement as "approved for payment", sign, and forward the statement and associated receipts and/or records of purchase to the Finance Department monthly. If the expense is for more than one account, the distribution of expenditures must also be marked on the statement.

Cardholders acknowledge that detailed receipts noting what was purchased and in sufficient detail to determine sales tax amount must be submitted.

6.2 Fuel Card Procedures

At the beginning of each fiscal year, the Finance Director will encumber each department's annual budgeted amount for fuel. Monthly fuel invoices for each department are reviewed by the corresponding department directors. Upon authorization for payment, the invoiced amount is then liquidated from the encumbrance system. At the end of the fiscal year, any remaining funds on the encumbrance will be completely liquidated. No remaining funds will be carried forward to the following year.

Fuel cards are specific to Town vehicles and do not allow for non-fuel purchases. Fuel cards should not be used to purchase fuel for vehicles that are not authorized.

6.3 Other Card Procedures

Certain Town departments utilize Lowe's Home Improvement and Sam's Club credit cards to purchase Town supplies. Similar to procurement cards, these cards may only be issued upon the recommendation of department directors or Town Management and after a transaction limit has been assigned to the card by the cardholder's department director or Town Management.
The Finance Department, in coordination with each department utilizing these types of cards, will ensure and certify that sufficient funds are available to pay for one month of anticipated card purchases for all cardholders. The monthly transaction limit for each cardholder will be encumbered in compliance with state statutes to prevent spending over budgetary limits.

Monthly card statements shall be reconciled with monthly receipts and records of purchase. Reconciled statements should be signed by the cardholder and forwarded to the department director or Town Management for review. Any disputed transactions will be referred to Finance.

The department director or Town Management will review the reconciled statement, mark the statement as "approved for payment," sign, and forward the statement and associated receipts and/or records of purchase to the Finance Department by the 10th of each month. If the expense is for more than one account, the distribution of expenditures must also be marked on the statement.

Cardholders acknowledge that detailed receipts noting what was purchased and in sufficient detail to determine sales tax amount must be submitted.

6.4 Electronic Funds Transfer (EFT) Procedures

EFTs are initiated and processed by designated Finance Department employees. It is the policy of the Town that the initiator of an EFT will:

1) Ensure that the amount claimed is payable.
2) Ensure there is an appropriate budget, project, or grant ordinance appropriation authorizing the expenditure.
3) Ensure that sufficient monies remain in the appropriation to cover the amount that is expected to be paid out in the current fiscal year if the expenditure is accounted for in the budget ordinance, or the entire amount if the expenditure is accounted for in a project or grant ordinance.
4) After determining that the Town has sufficient cash to cover the payment, an accounts payable entry sheet is prepared and pre-audited by the Finance Director.
5) In compliance with the dual signature requirement set forth by N.C.G.S. § 159-25, the Finance Director authorizes the payment and obtains the Deputy Finance Officer's[17] signature prior to disbursement of the payment.

[17]The Deputy Finance Officer and Town Manager are authorized to countersign checks and drafts on official depository in order to satisfy the dual signature requirements of N.C.G.S. § 159-25.

6.5 Automated Clearing House (ACH) Payment Procedures

ACH payments are initiated by the Finance Department through the Town's financial system. These are processed similar to check payments and are automatically subjected to the Town's pre-audit requirements to ensure that funds are available in the account before the payment is authorized and processed. The ACH initiator will:

1) Ensure that the amount claimed is payable.
2) Ensure there is an appropriate budget, project, or grant ordinance appropriation authorizing the expenditure.
3) Ensure that sufficient monies remain in the appropriation to cover the amount that is expected to be paid out in the current fiscal year if the expenditure is accounted for in the budget ordinance, or the entire amount if the expenditure is accounted for in a project or grant ordinance.
4) After determining that the Town has sufficient cash to cover the payment, an accounts payable entry sheet is prepared and pre-audited by the Finance Director.
5) In compliance with the dual signature requirement set forth by N.C.G.S. § 159-25, the Finance Director authorizes the payment and obtains the Deputy Finance Officer's[18] signature prior to disbursement of the payment.

It is also possible that arrangements may be made for funds to be automatically drafted from Town accounts to facilitate payments. In these circumstances, a Purchase Order should be established in advance to encumber either:

1) The total possible amount to be paid or
2) For cyclical or recurring drafts, the amount of a cycle or period, including a margin of safety if the amount is variable.

Section 7- Non-Compliance

Any obligation incurred in violation of the requirements set forth in N.C.G.S. § 153-28 is invalid and may not be enforced. Any employee who knowingly violates the provisions of this policy shall be subject to disciplinary action in accordance with the Town's Personnel Policy and may be held personally responsible for obligations incurred as set forth in N.C.G.S. § 153-28.

[18] The Deputy Finance Officer and Town Manager are authorized to countersign checks and drafts on official depository in order to satisfy the dual signature requirements of N.C.G.S. § 159-25.

TOWN OF HUNTERSVILLE
PROCUREMENT CARD ENROLLMENT FORM

(Complete Sections I through IV prior to submission to Finance Department.)

I. EMPLOYEE/CARDHOLDER INFORMATION: (TO BE COMPLETED BY EMPLOYEE)

Name:_____
(as it is to appear on card)

Department:_____

II. CARD LIMITS: (LEVEL TO BE SELECTED BY DEPARTMENT DIRECTOR)

	TRANSACTION	DAILY	MONTHLY
Level 1 _____	$ 250	$ 250	$ 250
Level 2 _____	$ 500	$ 1,000	$ 2,000
Level 3 _____	$ 1,000	$ 2,000	$ 4,000

III. APPROVAL: Department Director Signature: _____

IV. CARDHOLDER'S AGREEMENT (TO BE COMPLETED BY EMPLOYEE)

_____I have read the Electronic Payment Policy and agree to adhere to it. I further acknowledge that failure to comply with the Policy may result in disciplinary procedures pursuant to the Town of Huntersville Personnel Policy.

_____I understand that the use of the Town of Huntersville procurement card for small value purchases is a standard procedure of the Town.

_____I will be expected to use the Town of Huntersville procurement card issued to me as directed by my supervisor under the provisions of the Electronic Payment Policy.

_____Any purchases made with my card will be considered to be made by me and as such, will be my responsibility.

_____I will be responsible for the safe keeping of the Town of Huntersville procurement card issued to me and, if lost, I will report its loss immediately to my supervisor.

_____I understand that my personal credit will not be affected by any use of the Town of Huntersville procurement card, but that the Town reserves the right to check my personal credit prior to issuing a procurement card and at any time the procurement card is in my possession.

_____I understand that alcoholic beverage purchase on the Town card is not allowed.

_____I understand that failure to submit detailed supporting documentation (receipts) for purchases will result in me reimbursing the Town for the amount charged without a receipt AND for repeat offenses, loss of privilege of card usage and/or disciplinary actions

as described in the Town of Huntersville Personnel Policy.

_____Upon failure to submit two receipts within a three-month period, I understand my card usage will be subject to termination and that the card will be returned to my department director/ supervisor.

_____The use of a Town of Huntersville procurement card to acquire or purchase goods and services for reasons other than the official use of the Town of Huntersville is fraudulent use. An employee guilty of fraudulent use will be subject to disciplinary action, up to and including dismissal. In addition, I agree that any reimbursement owed the Town, as a result of this use, may be deducted from my wages or other moneys owed to me by the Town.

I have read, understand, and agree to the conditions above:

V. CARD RECEIPT: (TO BE COMPLETED AFTER CARD IS APPROVED AND ISSUED)

Card Account Number:_____

Cardholder's Signature:_____

Date:_____

CONTRACTING AND PURCHASING POLICY

EXHIBIT B

1) **Uniform Guidance Conflicts of Interest and Nondiscrimination Policy**

2) **Uniform Guidance Procurement Policy**

3) **Uniform Guidance Cost Principles Policy**

4) **Uniform Guidance Financial Management Policy**

5) **Uniform Guidance Property Management Policy**

6) **Uniform Guidance Subrecipient Monitoring and Management Policy**

	Title: Town of Huntersville Uniform Guidance Conflicts of Interest and Nondiscrimination Policy
	Description: Outlines conflict of interest requirements for federal contracts.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE
UNIFORM GUIDANCE CONFLICTS OF INTEREST
AND NONDISCRIMINATION POLICY

I. Objective.

The objective of this Uniform Guidance Conflict of Interest Policy and Nondiscrimination Policy ("Policy") is to establish rules regarding conflicts of interest and nondiscrimination and set guidelines for gifts and favors that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work paid for in part or whole by federal funds as required under 2 C.F.R. § 200.318(c)(1).

II. Policy.

A. Application of Policy.

This Policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work funded in whole or in part with federal financial assistance (direct or reimbursed). This Policy also applies to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town's Federal Grant Administrator ("Grant Administrator"), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The Town will follow all applicable local, state, and federal requirements when managing and expending federal funds, including those prohibiting discrimination. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Employee Responsibilities.

The Grant Administrator shall review the federal grant award terms and conditions to identify any additional conflicts of interest prohibitions or requirements associated with the federal grant award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this Policy and any additional prohibitions or requirements.

A. Conflicts of Interest.

In addition to the prohibition against self-benefiting from a public contract under N.C.G.S. § 14-234, no officer, employee, agent, or board member of the Town of Huntersville (the "Town") or any subrecipient may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1) the employee, officer, agent, or board member involved in the selection, award, or administration of a contract;
2) any member of his or her immediate family;
3) his or her partner; or
4) an organization which employs or is about to employ any of these parties.

Any officer, employee, agent, or board member with an actual, apparent, or potential conflict of interest as defined in this Policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

B. Gifts.

In addition to the prohibition against accepting gifts and favors from vendors and contractors under N.C.G.S. § 133-32, officers, employees, agents, and board members of the Town of Huntersville and any subrecipient are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than $25.00 which fall into one of the following categories may be accepted:

1) promotional items;
2) honorariums for participation in meetings; or
3) meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this Policy shall report the item to his or her immediate supervisor.

III. Nondiscrimination.

A. General.

It is the policy of the Town to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability, be excluded from participation in, be denied the befits of, or be otherwise subject to discrimination under any program or activity administered by the Town, including programs or activities that are funded in whole or part, with federal grant funds.

B. Specific Acts Prohibited.

To ensure compliance with Title 31 of the Code of Federal Regulations, Part 22 and other pertinent nondiscrimination authorities, the Town shall prohibit, at a minimum, the following practices in its administration of federal grant funds:

1) Denying to a person any service, financial aid, or other program benefit without good cause;
2) Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program;
3) Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4) Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5) Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6) Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7) Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8) Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9) Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;

10) Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

C. Complaint Tracking.

The Town shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. The Town shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome.

IV. Violation.

Employees violating this Policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

The Town must promptly disclose in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations potentially affecting the federal award. The Town must also report matters related to recipient integrity and performance in accordance with Appendix XIII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339.

V. Whistleblower Protections.

Town employees and employees of subrecipients shall not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract or grant. Statutory requirements for whistleblower rights and protections are addressed at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

	Title: Town of Huntersville Uniform Guidance Procurement Policy
	Description: Outlines procurement requirements for federal contracts.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE PROCUREMENT POLICY

I. Objective.

The objective of this Uniform Guidance Procurement Policy ("Policy") is to establish guidelines that meet or exceed the procurement requirements, including cost principles, for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction and repair work when federal funds are being used in whole or in part to pay for the cost of the contract.

II. Policy.

A. Application of Policy.

This Policy applies to contracts for construction or repair or for the procurement of goods or services that are funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or subrecipient of federal funds (collectively, "Federal Contracts"), except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F.R. Part 200.

All Federal Contracts are subject to the Procurement Requirements, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state passthrough agency that awarded the funds. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. In conjunction with the Town department utilizing the federal funds, the Town's Grant Administrator, as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The Town will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law. No expenditure of federal funds shall be made unless it is determined that the expenditure is an eligible use of funds and an allowable cost based on the applicable federal program requirements and conditions of the award as determined in accordance with the Town's Uniform Guidance Cost Principles Policy.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Approval and Modification.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. General Procurement Standards and Procedures.

The following standards and procedures, unless otherwise stated, apply to all Federal Contract solicitations:

A. Necessity.

Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. Town departments should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other Town departments and/or governmental agencies that have similar needs to consolidate procurements and services to obtain better pricing.

B. Cost Reduction.

Town departments are encouraged to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. Town departments are further encouraged to use value engineering clauses in Federal Contracts for construction or repair that are of sufficient size to offer reasonable opportunities for cost reductions.

C. Clear Specifications.

All solicitations must incorporate a clear and accurate description of the technical requirements for the property, equipment, or service to be procured, and shall include all other requirements which bidders or proposers must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that unduly restrict competition.

D. Notice of Federal Funding.

All bid solicitations for Federal Contracts must acknowledge the use of federal funding. In addition, all prospective bidders or proposers must acknowledge that funding is contingent upon compliance with all terms and conditions of the federal funding award.

E. Compliance by Contractors.

All Federal Contract solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

F. Use of Brand Names.

When possible, performance or functional specifications are preferred to allow for more competition, leaving the determination of how to reach the required result to the Federal Contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

G. Lease versus Purchase.

Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

H. Consideration of small, minority, women's, and veteran-owned businesses, and labor surplus area firms.

For all federal contract procurements that equal or exceed the Micro-Purchase Threshold (currently $15,000), the Town department responsible for the solicitation, when possible, must consider minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms[19]. Consideration must include:

1. These business types are included on solicitation lists;
2. These business types are solicited whenever they are deemed eligible as potential sources;
3. Dividing procurement transactions into separate procurements, when economically feasible, to permit maximum participation by these business types;
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring a contractor under a federal award to apply the steps listed in paragraphs 1-5 of this Subsection H to subcontracts.

I. Documentation and Record Retention.

Town departments must maintain records detailing the history of all Federal Contract procurements, including program-specific eligibility of use and allowable cost

[19] Civil jurisdictions as defined in 2 C.F.R. § 654.4 are classified as labor surplus areas by the U.S. Department of Labor's Assistant Secretary for Employment and Training when the average unemployment rate for all civilian workers in the civil jurisdiction for the reference period is: (1) 120 percent of the national average unemployment rate for civilian workers or higher for the reference period as determined by the Bureau of Labor Statistics; or (2) 10 percent or higher.

determinations for each procurement as required by Article II, Subsection B of this Policy. The documentation should include the rationale for the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, Federal Contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase orders, and the Federal Contract. All documentation relating to the award of any Federal Contract must be made available to the granting agency upon request.

Unless a longer period is specified by 2 C.F.R. § 200.334 or the applicable grant terms, financial records, supporting documents, statistical records, and all other Town records pertinent to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

The Town will, whenever practicable, collect, transmit, and store federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements.

J. Cost Estimate.

For all Federal Contract procurements that are expected to equal or exceed the Simplified Acquisition Threshold as defined in Article V (currently $350,000), the Town department responsible for the procurement shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction or repair contracts may be developed by the project designer.

K. Open Competition.

Solicitations shall be prepared and conducted in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

L. Contractors' Conflict of Interest.

Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such procurements.

M. Prequalification.

All lists of prequalified bidders must be kept current and must include enough qualified sources to ensure maximum open and free competition. Potential bidders shall not be precluded from qualifying during the solicitation period.

N. Town Board Approval.

Unless Board approval for a Federal Contract is required by this Policy, or by federal or state law, the thresholds established by Town of Huntersville Board of Commissioners ("Town Board") from time to time will determine when Town Board approval for a Federal Contract is required.

O. Procurement of Recovered Materials.

The Town and its contractors must 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 or the value of the quantity acquired during the preceding fiscal year exceeded $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.

The Town should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that: can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and that are sustainable. Such purchases may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

P. Never Contract with the Enemy.

The Town shall comply with 2 C.F.R. Part 183, Never Contract with the Enemy, including verifying that the contractor is not excluded or disqualified in the System Award Management (SAM) Exclusions.

Q. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

The Town shall comply with 2 C.F.R. § 200.216, including the prohibition of expending funds to procure or obtain covered telecommunication equipment or services as described in Public Law 115-232.

R. Financial Management and Internal Controls.

The Town shall comply with the applicable Standards for Financial and Program Management, including 2 C.F.R. § 200.302, 2 C.F.R. § 200.303, and 2 C.F.R. § 200.305.

S. Domestic Preference for Procurements.

As appropriate and to the extent consistent with law, the Town 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.

T. 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, which determination shall be attached to the contract solicitation documents. 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.

IV. Requirements Applicable to All Federal Contracts.

All Federal Contracts will comply with the following requirements:

A. Contract Award.

Federal Contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial and technical resources, and appropriately classifying employees consistent with the Fair Labor Standards Act, 29 U.S.C. 201, Chapter 8. Purchase contracts and construction contracts that exceed the micro-purchase threshold as defined in Article V of this Policy will be awarded to the lowest, responsive, responsible bidder.

B. Fixed Price.

Federal Contract solicitations must state that bidders and proposers shall submit bids and proposals on a fixed price basis and that the Federal Contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost and percentage of construction cost Federal Contracts are prohibited. Time and materials Federal Contracts will not be used unless no other form of contract is suitable and the Federal Contract includes a "not to exceed" amount. A time and materials Federal Contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds. Additionally, if a time and materials Federal Contract is awarded, the Town department administering the contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

C. No Evasion.

No Federal Contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

D. Contract Requirements.

All Federal Contracts shall be in writing and shall include or incorporate by reference the provisions required under 2 C.F.R. Part 200, Appendix II. The Town's Federal Contract terms are maintained by the Legal Department and should be inserted into all Federal Contracts. Federal Contracts shall further comply with 2 C.F.R § 200.315 regarding intangible property and the federal government's right to data produced under a Federal Contract.

E. Debarment.

No Federal Contract shall be awarded to a contractor included on the federally debarred bidder's list.

F. Contract Oversight.

The Town department administering the Federal Contract must maintain oversight of the Federal Contract to ensure that contractor is performing in accordance with the Federal Contract terms, conditions, and specifications.

G. Performance Measurement.

The Town department administering the Federal Contract, in conjunction with the Town Grant Administrator, shall adhere to all performance measurement and reporting requirements set forth in the applicable federal grant program terms, as well as retain the necessary documentation to substantiate the Town's performance as required by Article III, Subsection I of this Policy.

V. <u>Specific Procurement Procedures</u>.

Town departments shall comply with this Article in soliciting bids and proposals for Federal Contracts. Solicitation requirements depend on the type of Federal Contract, which types include:

- Contracts for construction or repair work ("Construction Contracts");
- Contracts for the procurement of apparatus, supplies, materials or equipment ("Purchase Contracts");
- Contracts for the procurement of architectural, engineering, or surveying services ("AES Contracts"); and
- Contracts for the procurement of services other than AES Contracts ("Service Contracts").

Solicitation requirements also depend on the amount of the Federal Contract, determined by the following thresholds which are set and adjusted from time to time by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1:

- Micro-Purchase Threshold (currently $15,000)
- Simplified Acquisition Threshold (currently $350,000)

Also relevant to the type of solicitation method required is the formal bid threshold established by North Carolina law from time to time, either through N.C.G.S. § 143-129 or special legislation relating to the Town of Huntersville (the "NC Formal Bid Thresholds"). As of the date of this Policy, the NC Formal Bid Threshold for Purchase Contracts for the Town is $90,000, and the NC Formal Bid Threshold for Construction Contracts is $500,000.

References to both the federal and state thresholds in this Policy shall mean the then current thresholds. The Town Attorney shall serve as a resource for the Town departments in tracking and updating these thresholds as adjustments are made over time.

A. Micro-Purchase Procedure.

Service Contracts, Purchase Contracts, and Construction Contracts that do not exceed the Micro-Purchase Threshold (currently $15,000) shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)(1)) as follows:

1. The Federal Contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable based on research, experience, purchase history or other information and documents it files accordingly.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. Simplified Acquisition Procedure.

Service Contracts, Purchase Contracts that exceed the Micro- Purchase Requirement but are less than the NC Formal Bid Threshold for Purchase Contracts, and Construction Contracts that exceed the Micro-Purchase Threshold (currently $15,000) but are less than the Simplified Acquisition Threshold (currently $350,000) shall be procured using the Uniform Guidance "simplified acquisition" procedure (2 C.F.R. § 200.320(a)(2)) as follows:

1. Obtain price or rate quotes from an "adequate number" of qualified sources. Note that the federal grantor agency may issue guidance interpreting what constitutes an "adequate number" of quotes.
2. When possible, the Town must consider participation from small, minority, women's, and veteran-owned businesses, and labor surplus area firms as required under 2 C.F.R. § 200.321 (and as summarized in Article III, Subsection H).
3. Cost or price analysis is not required prior to soliciting bids.

C. Sealed Bid Procedures.

Purchase Contracts and Construction Contracts that equal or exceed the lower of the Simplified Acquisition Threshold or the NC Formal Bid Threshold, shall be procured using

a combination of the most restrictive requirements of the Uniform Guidance Sealed Bid Procedure (2 C.F.R. § 200.320(b)(1)) and North Carolina formal bidding procedures (N.C.G.S. § 143-129). The Sealed Bid Procedure must also be used for Service Contracts over the Simplified Acquisition Threshold when complete specifications are possible, a fixed price contract is feasible, and selection can be made principally on price.

As of the date of this Policy, the sealed bid procedures must be used for:

- Purchase Contracts of $90,000 or more;
- Construction Contracts of $250,000 or more;
- Service Contracts of $250,000 or more that can be feasibly procured through the Sealed Bid Procedure.

The Sealed Bid Procedures are:

1. Cost or price analysis is required prior to soliciting bids. The method and degree of analysis should be tailored to the facts surrounding the particular procurement transaction. (This cost estimate may be provided by the project designer.)
2. Complete specifications or purchase description must be made available to all bidders.
3. The contract must be fixed price (lump sum or unit price).
4. The solicitation must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening, except to the extent electronic advertising has been authorized by the Town Board[20] (and provided that for Construction Contracts that are less than the NC Formal Threshold formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to Town Board the right to reject any or all bids only for sound documented reasons.
5. All bids received must be in paper form and must be submitted in a sealed envelope. If the bid is for a construction contract, the sealed envelope must contain the name of the bidder and their state license number must be clearly marked on the outside of the sealed envelope. If mailed, the mailing envelope does not count as the sealed envelope for purposes of submitting a sealed bid.
6. When possible, the Town must consider small, minority, women's, and veteran-owned businesses, and labor surplus area firms as required under 2 C.F.R. § 200.321 (and as summarized in Article III, Subsection H).
7. Bids must be opened at the public bid or proposal opening on the date, time, and at the location noted in the bid solicitation. All bids must be submitted sealed, and a minimum of 2 bids must be received in order to open any bids. For Construction Contracts over the NC Formal Bid Threshold (currently $500,000) at least 3 bids must be received in order to open any bids.
8. Contract must be awarded to the lowest, responsive, responsible bidder. Bids may be rejected only for sound documented reasons. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be

[20] The Town Board has authorized electronic advertisement.

used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

9. For Construction Contracts, a five percent (5%) bid bond is required of all bidders. The bid bond must be contained within the sealed envelope containing the bid (not the mailing envelope). Additionally, for Construction Contracts, performance and payment bonds of 100% of the Federal Contract price are required of the selected bidder.

Construction Contracts involving a building costing $300,000 and above must comply with the following additional requirements under state law:

1. Requirements related to Historically Underutilized Business ("HUB") participation goals pursuant to N.C.G.S. § 143-128.2, including local government outreach efforts and bidder good faith efforts as detailed in the Town's HUB Outreach Plan, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under N.C.G.S. § 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate prime, single-prime, or dual bidding) as required under N.C. G.S. § 143-128(a1).

D. Competitive Proposal Procedure.

Service Contracts that equal or exceed the Simplified Acquisition Threshold (currently $350,000) may be procured using the Uniform Guidance Competitive Proposal Procedure (2 C.F.R. § 200.320(b)(2)) when complete specifications are not possible, a fixed price contract is not feasible, or it is not in the best interest of the federally funded program to make the selection principally on price. The Competitive Proposal Procedure is generally used when conditions are not appropriate for the use of sealed bids.

The Competitive Proposal Procedure requirements are:

Requests for proposals ("RFP") require public notice. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from multiple qualified entities. The competitive proposal procedure requirements include:

1. When possible, the Town must consider small, minority, women's, and veteran-owned businesses, and labor surplus area firms as required by 2 C.F.R. § 200.321 (and as summarized in Article III, Subsection H).
2. All evaluation factors and their relative importance must be identified in the RFP.
3. Proposals must be solicited from multiple qualified entities or as otherwise specified in the terms and conditions of the federal grant.
4. All responses to the publicized RFP must be considered to the maximum extent practical.
5. There must be a written method for conducting technical evaluations of proposals and selecting firm to award the contract to.
6. The contract must be awarded to the responsible proposer whose proposal is most advantageous to theTown, with price and other factors considered.[21]

[21] Competitive proposal procedures where price is not used as a selection factor can only be used in procurement of AES Contracts.

E. AES Contracts costing less than the federal Simplified Acquisition Threshold (currently $350,000) shall be procured using the state "Mini-Brooks Act" requirements (G.S. § 143-64.31) as follows:

1. A request for qualifications ("RFQ") to solicit statements of qualifications ("SOQs") from qualified firms be issued (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. When possible, the Town must consider small, minority, women's, and veteran-owned businesses, and labor surplus area firms as required by 2 C.F.R. § 200.321.
3. The SOQs of respondents must be evaluated based on the evaluation criteria developed by the Town department responsible for the procurement.
4. Respondents must be ranked based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
5. Fair and reasonable compensation must be negotiated with the best qualified firm. If negotiations are not successfully completed, repeat negotiations with the second best qualified firm.
6. The Federal Contract must be awarded to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

When federal funds are being used to fund all or part of AES Contracts, the Town Manager shall not exempt AES Contracts under $50,000.

F. AES Contracts equaling or exceeding the Simplified Acquisition Threshold (currently $350,000) shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(b)(2)(iv)) as follows:

1. An RFQ must be issued to solicit SOQs from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. When possible, the Town must consider small, minority, women's, and veteran-owned businesses, and labor surplus area firms as required by 2 C.F.R. § 200.321.
3. All evaluation factors and their relative importance must be identified in the RFQ.
4. Proposals must be solicited from multiple qualified entities or as otherwise specified in the terms and conditions of the federal grant.
5. There must be a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. All responses to the publicized RFQ must be considered to the maximum extent practical.
7. The SOQs of respondents must be evaluated to rank the respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the Federal Contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, a fair and reasonable compensation must be negotiated. If negotiations are not successfully completed, repeat negotiations with the second-best qualified firm.

10. The Federal Contract must be awarded to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

VI. Exceptions.

Noncompetitive procurements are allowed only under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

1. **Sole Source**: when the item is available from only one source. The Town department responsible for the solicitation shall document the justification for and lack of available competition for the item. A sole source Federal Contract must be approved by the Town Board.

2. **Public Exigency**: when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.

3. **Inadequate Competition**: when competition is determined to be inadequate after attempts to solicit bids from a number of sources.

4. **Federal Contract**: when the purchase is made from a Federal Contract available on the U.S. General Services Administration schedules of Federal Contracts.

5. **Awarding Agency Approval**: with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the Federal Contract without competition is consistent with state law.

VII. Protest Procedures.

The following protest procedures shall apply to procurements funded fully or in part with federal funds:

1. Any party wishing to protest (the "Protestor") the award of a contract utilizing federal funds or the rejection of all bids for a contract utilizing federal funds shall, within 72 hours of receiving the Town's intent to award, deliver a written statement to the Town Clerk outlining:
    a. the specific actions being protested;
    b. how the Protestor was harmed by the protested action; and
    c. any relief requested.
2. The Town Clerk will inform the Town Manager and Deputy Town Manager that a formal protest has been received.
3. The Town Manager and/or Deputy Town Manager will review the written protest statement for merit.
4. During the review process, the Town Manager and/or the Deputy Town Manager will consult with the Director of the department which solicited the bids. An interview may be requested with the Protestor.

5. The Town Manager and/or Deputy Town Manager will, within 10 days of receiving the protest, make a final determination concerning the protest after a complete review of the data and interview with the Protester, when applicable.
6. The Protester will be notified, in writing, of the decision of the Town Manager. The decision of the Town Manager concerning the protest is final.

	Title: Town of Huntersville Uniform Guidance Cost Principles Policy
	Description: Outlines the Town's policy for determining whether expenditures of federal grant funds are eligible and allowable costs.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE COST PRINCIPLES POLICY

I. Objective.

The objective of this Cost Principles Policy ("Policy") is to ensure compliance with the Uniform Guidance at 2 C.F.R. Part 200, Subpart E regarding cost principles. As outlined in that section, a recipient of federal funds is responsible for the efficient and effective administration of federal awards, application of sound management practices, and administration of federal funds in a manner consistent with the program objectives and terms and conditions of the award.

II. Policy.

A. Application of Policy.

This Policy applies to contracts for construction or repair or for the procurement of goods or services that are funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or subrecipient of federal funds (collectively, "Federal Contracts"), except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F. R. Part 200. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town's Federal Grant Administrator ("Grant Administrator"), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Uniform Guidance codified in 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The Town will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Composition of Costs.

A. Total Costs.

The total cost of a federal award is the sum of the allowable direct and allocable indirect costs less any applicable credits. Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

B. Direct Costs.

Direct costs are those costs that are specifically associated with a particular eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service providers, or other materials consumed or expended in the performance of a grant-eligible project.

C. Indirect Costs.

Indirect costs are costs incurred for a common or joint purpose benefitting more than one eligible project and which are not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, and administrative or secretarial salaries.

For indirect costs, the Town may charge a de minimis rate[22] of up to 15% of modified total direct costs ("MTDC"). According to 2 C.F.R. § 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $50,000.

D. Applicable Credits.

Applicable credits refer to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on

[22] As of the implementation date of this Policy, the Town does not have a Negotiated Indirect Cost Rate Agreement ("NICRA"). If the Town later obtains a NICRA, the negotiated rate should be utilized for charging indirect costs to federal grant program awards.

losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accrue to and are received by the local government in relation to the federal award, they shall be credited to the federal award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.

IV. Allowability of Costs.

All costs expended using federal funds must meet the following general criteria in order to be allowable:

1. Be necessary and reasonable for the proper and efficient performance and administration of the federal grant program.

A cost must be *necessary* to achieve a project objective. When determining whether a cost is necessary, consideration may be given to:

A. Whether the cost is needed for the proper and efficient performance of the grant project.
B. Whether the cost is identified in the approved project budget or application.
C. Whether the cost aligns with identified needs based on results and findings from a needs assessment.
D. Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if it does not exceed an amount that a prudent person would incur under the circumstances prevailing at the time the decision to incur the cost was made. When determining reasonableness of a cost, consideration must be given to:

A. Whether the cost is generally recognized as ordinary and necessary for the operations of the Town (or subrecipient) or the proper and efficient performance of the federal award.
B. The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the federal award.
C. Market prices for comparable costs for the geographic area.
D. Whether individuals involved acted with prudence under the circumstances considering their responsibilities to the Town (or subrecipient) its employees, the public at large, and the federal government.
E. Whether the Town (or subrecipient) significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost.

2. Be allocable to the federal award.

A cost is allocable to the federal award if the goods or services involved are chargeable or assignable to the federal award in accordance with the relative benefit received. This means that the federal program derived a benefit in proportion to the funds charged to the program. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work

involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the federal program, the costs are assignable to the federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

3. **Conform to any limitations or exclusions set forth in the Uniform Guidance cost principles; federal, state, or local laws; federal award terms; and other governing regulations as to types or amounts of cost items.**

4. **Be consistent with policies, regulations, and procedures that apply uniformly to both the federally financed and other activities of the Town.**

5. **Be accorded consistent treatment.**

   A cost may not be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost.

6. **Be in accordance with generally accepted accounting principles ("GAAP"), unless provided otherwise in the Uniform Guidance.**

7. **Not be included as a cost used to meet cost sharing requirements of any other federally-finances program in either the current or a prior period.**

   Costs cannot be included as a match or cost-share unless the specific federal grant program authorizes federal costs to be treated as such. Some federal grant programs require the non-federal entity receiving the grant funds to contribute a certain amount of non-federal resources to be eligible for the federal program.

8. **Be net of all applicable credits.**

9. **Be adequately documented.**

V. <u>Specific Cost Items (Selected Items of Cost).</u>

The Uniform Guidance examines the allowability of fifty-five (55) specific cost items (commonly referred to as selected items of cost) at 2 CFR § 200.420-.475.

Town personnel responsible for determining cost allowability must be familiar with the selected items of cost, which are attached to this Policy as **Exhibit A**. The Town must follow the applicable regulations when charging these specific costs to the federal grant program. Town personnel must compare costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed.

Additionally, state laws, local regulations, and program-specific rules may deem a cost as unallowable, and Town personnel must adhere to those rules as well.

VI. Employee Compensation-Wages and Salaries.

A. Wages and Salaries.

The cost of compensation for employee services rendered including wages and salaries, as well as fringe benefits as more specifically discussed in Section VII below, are allowable to the extent that the cost satisfies the requirements of 2 C.F.R. Part 200, Subpart E, the applicable federal grant terms and conditions, and all other applicable laws and regulations. To be allowable, 2 C.F.R § 200.430 requires that the total compensation for individual employees: be reasonable for the services rendered, conform to the Town's written personnel policy, and be based on records that accurately reflect the work performed.

To meet the above requirements, all employees whose wages and salaries are paid in full or in part with federal funds must submit either a time and effort certification form ("certification form") or a personnel activity report (PAR) as required below. The type of form depends on the number of cost objectives that an employee works on.

A cost objective is a program, function, activity, award, organizational subdivision, contract, or work unit of which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. (2 C.F.R. § 200.28)

The HR Department must retain the certification forms and PARs in compliance with the terms and conditions of the applicable federal grant program(s) in order to demonstrate the amount of time that employees spent on grant activities[23] and in order to appropriately charge the costs of personnel compensation to federal grant programs.

B. Time and Effort Certification Forms.

All employees whose work is funded by a single cost objective (i.e. provision of general government services) or grant award program must complete an annual certification form (**Exhibit B**) as directed by the Finance Department. The certification forms must reasonably reflect the percentage distribution, in percentages not exceeding 100%, of effort expended by Town employees on eligible and allowable federal grant program work for the period being reported on. All certification forms must also reasonably reflect the activity for which the employee is compensated and shall encompass all activities on an integrated basis.

Certification forms must be supported by employee time sheets, which are certified by the employee and approved by the employee's supervisor.[24] It is the responsibility of the individual employee and the employee's supervisor to ensure that the information provided in the certification form is accurate.

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[23] Grant activities may include the provision of general government services when such activities are considered eligible uses of grant funds under the terms and conditions of the federal grant program.

[24] Salaries and wages of employees used in meeting cost sharing or matching requirements on federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from federal awards.

The completed certification forms should be signed by the employee and their direct supervisor. The annual certification forms must be submitted to the HR Department and retain as directed by the federal grant terms and conditions.

If an employee who was working on a federal grant program separates from Town employment prior to the annual certification, a certification form should be submitted to the HR Department detailing the employee's time and effort through the date of the employee's separation.

C. Personnel Activity Report.

A Personnel Activity Report (PAR) must be completed in addition to the annual certification form if the employee is ***partially funded*** on more than one federal grant program cost objective. This requirement extends to an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. It provides a written record of an employee's work activities is used to document that employee's time to specific grants or projects. It must be completed monthly and supported by a daily calendar of activities and time sheets certified by the employee and approved by the employee's supervisor. All employees who work on multiple cost objectives must complete PARs that support the distribution of their salaries /wages that meet the following standards:

1. Reflect an after-the-fact distribution of the actual activity, not a budget estimate;
2. Account for the total work activity for which each employee is compensated;
3. Be prepared at least monthly (a separate PAR for each month) and coincide with one (1) or more pay periods; and
4. Be signed by the employee and employee's supervisor.

PARs should be maintained in order to charge the correct percentage of costs of personnel compensation to federal grants. PAR spreadsheet templates are available from the Legal Department.

D. Reconciliation Procedures.

When using budget estimates for interim accounting purposes, the Town Finance Department shall identify and enter into the records in a timely manner any significant changes in the corresponding work. All necessary adjustments must be made such that the final amount charged to the federal award is accurate, allowable, and properly allocated.

In order to reconcile actual costs to budgeted distributions, the Town will conduct annual reconciliations of certification forms and PARs with budgeted distributions. This will include review of form ratios versus budgeted distributions after each review. All the time and effort certifications are collected by HR Department and reviewed for accuracy, appropriate signatures, and dates by the Grant Administrator.

VII. Employee Compensation-Fringe Benefits.

A. Fringe benefits defined.

Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans.

Except as provided otherwise in the terms and conditions of the federal grant program, the costs of fringe benefits are allowable costs provided that the benefits are reasonable and are required by law, an employment agreement, or an established Town policy.

B. Leave.

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

1. They are provided under established written leave policies;
2. The costs are equitably allocated to all related activities, including federal awards; and
3. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the Town.
    i. When using the cash basis of accounting, the cost of leave is recognized in the period that the leave is taken and paid for. Payments for unused leave when an employee retires or terminates employment are allowable in the year of payment and must be allocated as a general administrative expense to all activities.
    ii. The accrual basis may be only used for those types of leave for which a liability as defined by GAAP exists when the leave is earned. When using the accrual basis of accounting, allowable leave costs are the lesser of the amount accrued or funded.

C. Contributions.

The cost of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447); pension plan costs; and other similar benefits are allowable, provided such benefits are permitted under established written policies.

Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal grant awards and other activities. They must also be charged as direct or indirect costs in accordance with the Town's accounting practices.

D. Automobiles.

That portion of automobile costs furnished by the Town that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees.

E. Pension plan costs.

Pension plan costs incurred in accordance with the Town policies are allowable subject to the limitations of 2 C.F.R. § 200.431(g).

F. Post-Retirement Health Benefits.

Post-retirement health benefits including insurance or health services not included in a pension plan for retirees and their spouses, dependents, and survivors may be computed using a pay-as-you-go method or an acceptable actuarial cost method. These costs are allowable subject to the limitations of 2 C.F.R. § 200.431(h).

G. Severance Pay.

Costs of severance pay are allowable subject to the limitations of 2 C.F.R. § 200.431(i).

H. Allocation Method.

Fringe benefits may be assigned to cost objectives by identifying specific benefits to specific individual employees or by allocating on the basis of Town-wide salaries and wages of the employees receiving the benefits. When the allocation method is used, separate allocations must be made to selective groupings of employees, unless the Town demonstrates that costs in relationship to salaries and wages do not differ significantly for different groups of employees.

VIII. General Costs of Government (2 C.F.R. § 200.444).

The following general costs of government are unallowable (except as provided in 2 C.F.R. § 200.475):

1. Salaries and expenses chief executive of a local government;
2. Salaries and other expenses of local governing boards;
3. Costs of prosecutorial activities unless treated as a direct cost to a specific federal program, if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities as described in 2 C.F.R. § 200.435); and
4. Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

IX. Cost Allowability Review Process.

A. Pre-expenditure Cost Eligibility and Allowability Review.

Before the Town spends any federal funds, each proposed expenditure must be reviewed by the Grant Administrator to determine whether the expenditure would be an eligible use of the funds pursuant to the terms of the applicable federal grant program. The eligibility determination must be made *before* obligating or expending any federal funds. All obligations must be obligated within the applicable period of performance assigned by the terms of the federal grant program.

As outlined in Articles IV-VIII of this Policy, the Grant Administrator must also concurrently review the proposed cost items to determine whether they are allowable and allocable, and whether cost items will be charged as direct or indirect expenses. These determinations shall be documented by the Grant Administrator on the Town's Federal Expenditure Eligibility and Allowability Review Form (**Exhibit C**) attached to this Policy.

- In order to facilitate the above-listed determinations, departments requesting the expenditure of federal funds must submit a Federal Expenditure Request Form (attached to this Policy as **Exhibit D**) to the Grant Administrator.

- If a proposed project includes a request for an unallowable cost, the Grant Administrator will return the Federal Expenditure Request Form to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed expenditure is approved as eligible, allowable, and allocable to the federal grant program by the Grant Administrator, the Town personnel responsible for carrying out the expenditure must ensure all necessary budget amendments are approved prior to expending the funds and that all invoices and/or other demands for payment received by the Town in relation to the expenditure are in the format described in Subsection B below.

B. Post-expenditure Cost Allowability Review.

Once federal funds are expended and an invoice or other demand for payment is submitted to the Town, the Grant Administrator must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project or purchase. If an invoice or other demand for payment does not include a breakdown by cost item, the Grant Administrator will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.

- The Grant Administrator must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.

- If all cost items are deemed allowable and properly allocable, the payment of funds may proceed through the Town's normal disbursement process.

- If any cost item is deemed unallowable, the Grant Administrator will notify the project manager and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with federal funds. The Grant Administrator may, in their discretion, and consistent with this Policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the Town remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement and endure that the proper budget amendments are made as may be necessary.

- The Grant Administrator must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

X. Disallowed Costs.

Any costs charged to a federal award that do not meet the allowable cost criteria for the award program must be removed from the award account. Failure to adequately follow this policy and related procedures could result in audit findings, potential repayment of disallowed costs, and/or discontinuance of funding.

XI. Records Retention.

The Town, and any subrecipients of the Town, must retain all records related to expenditures of federal funds in accordance with 2 C.F.R. § 200.334 and the terms and conditions of the applicable federal grant program. For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Town's expenditure of federal grant funds on eligible projects, programs, or activities pursuant to the federal grant program.

The Town's Grant Administrator is responsible for identifying the records that must be retained and arrange for the proper storage and retrieval of records. The Grant Administrator shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

The Town shall allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of right of timely and unrestricted access to any records for the purpose of audits or other investigations.

Violation of this section may subject the Town to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary action, including termination.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions

Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency

Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Telecommunication and video surveillance costs	2 CFR § 200.471	Allowable with restrictions
Termination and closeout costs	2 CFR § 200.472	Allowable with restrictions
Training and education costs	2 CFR § 200.473	Allowable for employee development
Transportation costs	2 CFR § 200.474	Allowable with restrictions
Travel costs	2 CFR § 200.475	Allowable with restrictions

EXHIBIT B

Time and Effort Certification Forms

(Form Follows)

Employee Annual Time and Effort Certification Form
for Employee Compensation Charged to Federal Grants

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. (2 C.F.R. § 200.430(i)(1)).

Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed.

This certification is to certify that (name of employee)_____

has worked _____% of his/her time during the period of_____

to_____ on the following cost objective

_____ for the (name of grant

program) _____ federal grant program.

The information recorded on this form is supported by certified and approved time sheets and is true and correct to the best of my knowledge.

_____
Signature of Employee

_____
Printed Name of Employee

_____
Date

_____
Signature of Supervisor

_____
Printed Name of Supervisor

_____
Date

EXHIBIT C

Town of Huntersville Federal Grant Expenditure Eligibility and Allowability Review Form

(Form Follows)

Town of Huntersville Federal Grant Expenditure
Eligibility and Allowability Review Form

This document must be filled out by the Town's Federal Grant Administrator for all expenditures of federal grant funds with appropriate supporting documentation. It must be retained in compliance with the records retention terms of the applicable federal grant program.

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1. Basic Information and Description

(a) Federal grant program name:

(b) Name of project, if applicable:

(c) Short description of anticipated use of federal funds (a more detailed description must be provided on the Federal Expenditure Request Form):

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2. Eligibility Review (attach correspondence from Town Attorney if necessary)

(a) Provide description/justification of why the proposed use of funds is an eligible use under the applicable federal grant program (include applicable grant expenditure and sub-expenditure categories):

(b) Provide description of state law authority allowing the expenditure (include applicable statutory references):

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3. ***Allowability and Allocability Review***

(a) Provide description/justification of why the proposed use of funds is an allowable cost under the applicable federal grant program and in accordance with the Town's Uniform Guidance Cost Principles Policy:

(b) Provide description/justification of why the cost item(s) are allocable the pursuant to the terms of the applicable grant program and in accordance with the Town's Uniform Guidance Cost Principles Policy:

(c) Will the costs items be charged as direct or indirect costs?

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4. <u>Do the terms of the federal grant program require pre-approval of the expenditure by the U.S. Treasury</u>?

____Yes ____ No

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5. <u>Financial Information</u> (attach related Board action forms, resolutions, and budget amendments). Note, this section should not be completed until the expenditure has been determined to be eligible, allowable, and allocable.

(a) Total amount appropriated:

(b) Use(s) amount appropriate for:

(c) Date(s) of appropriation(s):

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6. <u>Project/Contract Management Information</u>

(a) Department overseeing project:

(b) Town Employee Contact:
(c) Does the project/contract require the execution of a sub-recipient agreement?

_____ Yes _____ No

(d) If non-town employee is overseeing the project or contract provide:
i. Name;
ii. Organization affiliated with;
iii. Telephone number; and
iv. E-mail.

(e) Proposed timelines for project/contract performance:
(f) If project involves services and/or improvement-related benefits to the public, provide geographic location of where services and/or benefits to realized:

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7. Sub-Recipient and/or Contract Information

Program Sub-Recipient and/or Contractor List:

Name	Tax ID #	SR/Contractor?	Date checked SAM.gov

8. Sub-recipient monitoring plan

(a) If a sub-recipient agreement is required, provide a description of the sub-recipient monitoring plan:

Exhibit D

Federal Expenditure Request Form

(Form Follows)

Town of Huntersville Federal Expenditure Request Form

This form must be submitted to the Town' Federal Grant Administrator by each Town department requesting to expend federal funds. A separate form must be submitted for each project or purchase; however, a single Federal Expenditure Request Form may be completed for multiple costs items associated with a single project or purchase.

The Grant Administrator will use the information provided on this form to complete eligibility and allowability determinations for the proposed expenditure of federal funds pursuant to the applicable federal grant program requirements. This form must be retained in compliance with the applicable federal grant program's records retention terms.

1) ***Date*:**

2) ***Requesting Department/Employee:***

3) ***Applicable federal grant program:***

4) ***Description of the proposed use of federal funds (please be as detailed as possible, including specific projects or portions of projects and/or purchases to be made)*:**

5) ***Total estimated amount of federal funds to be expended by cost category (i.e. purchases of equipment, cost of contracted services by service type, administrative costs, etc.):***

6) ***Estimated timeline for use of federal funds to be expended:***

7) ***Will the project and/or purchase be overseen by Town personnel or non-Town personnel? Please provide contact information of person overseeing the project and/or purchase.***

8) ***Will any portion of the federal funds be issued to a sub-recipient, and if so, for what purpose?***

	Title: Town of Huntersville Uniform Guidance Financial Management and Program Income Policy.
	Description: Outlines the Town's financial management procedures for federal grant funds.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE
FINANCIAL MANAGEMENT AND PROGRAM INCOME POLICY

I. Objective.

The objective of this Financial Management and Program Income Policy ("Policy") is to ensure compliance with the Uniform Guidance at 2 C.F.R. Part 200, Subpart D regarding financial management of federal grant funds and associated grant program income. Federal regulations require grant recipients to use fiscal control and fund accounting procedures that ensure proper disbursement of and accounting for federal funds. Implementing and maintaining a proper accounting system is a fiduciary responsibility associated with receiving a federal award.

II. Policy.

A. Application of Policy.

This Policy applies to all federal grant awards, including grants and loans where the Town is a subgrantee or subrecipient of federal funds, except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F. R. Part 200. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town's Federal Grant Administrator ("Grant Administrator"), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The financial management of federal grant awards and associated grant program income must be conducted in compliance with the Uniform Guidance codified in 2 C.F.R. Part 200, when applicable, unless otherwise directed by the terms and conditions of the federal grant program. The Town will follow all applicable local, state, and federal requirements when managing and expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform

Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Financial Management Systems.

The Town's financial management systems, as administered and overseen by the Finance Department, must be sufficient to permit the preparation of reports required by general and grant program-specific terms and conditions and for the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal grant award.

The Town's financial management system shall provide for the following:

1. Identification.

Identification of all federal awards received and expended and the federal programs under which they were received. The federal program and federal award identification must include, as applicable, the assistance listings title and number, federal award identification number and year the award was issued, name of the federal agency, and name of any pass-through entity.

2. Financial Reporting.

Accurate, current, and complete reports and disclosure of the financial results of each federal award or program must be made in accordance with the reporting requirements set forth in 2 C.F.R. §§ 200.328 and 200.329.

If a federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. The recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.

3. Accounting Records.

Records that sufficiently identify the amount, source, and expenditure of federal funds. These records shall be maintained by the Finance Department and must contain information necessary to identify federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest and be supported by source documentation.

4. **Internal Controls.**

   As described in Article IV, the Town must maintain effective control over, and accountability for, all funds, property, and other assets. The Town must adequately safeguard all assets and assure that they are used solely for authorized purposes.

5. **Budget Control**.

   The Finance Department shall be responsible for ensuring that all necessary budget appropriations and amendments related to federal grant funds are executed by the Town Board. The Finance Department, in conjunction with the Town's Grant Administrator and the department utilizing the federal grant funds, shall also be responsible for monitoring actual expenditures of federal grant funds compared to budgeted expenditures and taking any necessary courses of action based on the comparison.

6. **Written procedures to implement the requirements of 2 C.F.R. § 200.305**.

   The Town's funds management procedures satisfy this requirement and are set forth in Article V of this Policy.

7. **Written procedures for determining the allowability of costs in accordance with 2 C.F.R. Part 200, Subpart E and the terms and conditions of the Federal award.**

   The Town's Uniform Guidance Cost Principles Policy satisfies this requirement and must be referred to when determining whether expenditures of federal grant funds are eligible and allowable uses of the funds.

IV. <u>Effective Internal Controls.</u>

The Finance Department shall maintain effective internal control[25] over the federal grant funds that provides reasonable assurance that the Town is managing the federal award in compliance with applicable federal, state, and local laws and regulations, as well as the terms and conditions of the federal grant award. The Town shall evaluate and monitor its compliance with the applicable laws, regulations, policies, and grant terms on a routine basis. The Town shall take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

The Town shall also take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information and other information the federal awarding agency or the Town designates as confidential or which the Town

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[25] The applicable internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

considers confidential consistent with applicable federal, state, local laws regarding privacy and responsibility over confidentiality.

V. Funds Management Procedures.

Unless exempted by the applicable federal grant program terms or the Uniform Guidance codified at 2 C.F.R. Part 200, the Town, and any subrecipient of Town grant funds, will comply with the requirements of C.F.R. § 200.305 upon receiving a payment of federal grant funds.

A. Time Elapsing.

The Town shall comply with applicable methods and procedures for receipt of federal grant payments to minimize the time elapsing between the transfer of grant funds to the Town and disbursement of the funds by the Town.

B. Interest on Advance Payments.

The Town may receive payments of federal grant funds on a reimbursement basis or as an advance. Unless directed otherwise by the applicable federal grant program terms, if the Town receives an advance of federal grant funds, it will maintain the advance payment in an interest-bearing account and annually remit interest earned on the advanced payment in accordance with 2 C.F.R. § 200.305(b)(9). The account will be insured whenever possible.

When required to remit interest, the Town may retain interest amounts up to $500 per year for administrative expenses in accordance with 2 C.F.R. § 200.305(b)(9).

C. Reimbursement.

When the Town receives grant funds on a reimbursement basis, the Town will initially charge the grant expenditure to nonfederal funds and then request reimbursement for actual expenditures incurred under the federal grant program on at least a monthly basis. The request for reimbursement shall be submitted with appropriate documentation to support the reimbursement request and approved by the Town Grant Administrator and Finance Director or, in the absence of the Finance Director, the Deputy Finance Officer.

D. Cost Sharing.

Any cost sharing or matching shall be in accordance with 2 C.F.R. § 200.306.

E. Additional Grant Funds.

The Town must disburse funds available from grant program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional grant fund payments in advance or on a reimbursement basis. The Town's program income procedures are set forth in Article VI, below.

F. Excess Funds.

Any unused federal grant funds must be returned by the Town, including federal grant funds that the Town provided to subrecipients, in accordance with 2 C.F.R. § 200.305(b)(10).

VI. Program Income Procedures.

A. Program Income Defined.

Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federal awards, and principal and interest on loans made with federal award funds. Program income does not include interest earned on advances of federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts.

Taxes, special assessments, levies, fines, and similar revenues raised by the Town are not program income unless the revenues are specifically identified in the federal award terms as program income.

Proceeds from the sale of real property, equipment, or supplies are not program income. Such proceeds will be handled in accordance with the requirements of the Property Standards at 2 C.F.R. §§ 200.311, 200.313, and 200.314 (see the Town's Uniform Guidance Property Management Policy), or as specifically identified in federal statutes and regulations, or the terms and conditions of the federal grant award.

Program income must be used for the original purpose of the federal award and program income earned during the period of performance may only be used for costs incurred during the period of performance or allowable closeout costs. Program income must be expended prior to requesting additional federal funds.

B. Calculation of Program Income.

The Town shall identify potential sources of program income and the Grant Administrator shall track program income during the period of performance under the federal grant program. If authorized by federal regulations or the federal award, costs incidental to the generation of program income may be deducted from gross program income to calculate net program income, provided these incidental generation costs have not been charged to the federal award.

When both federal and non-federal funding is utilized to generate income, program income shall be allocated to the federal grant program in proportion to the pro rata share of the total funding used to generate the income. For example, if federal grant funds are used to cover 50% of a revenue-generating project's cost and general revenue is used to cover the remaining 50% of the project, the Town shall allocate 50% of any income earned as program income under the applicable federal grant program.

C. Accounting for Program Income.

In order to facilitate the accurate calculation of program income as described above in Subsection B, and to ensure that program income is used in accordance with the requirements set forth in 2 C.F.R. 200.307 (as described in Subsection D below), the Town shall separately account for program income and shall not comingle program income with federal grant award funds.

D. Use of Program Income.

Unless otherwise directed by the applicable terms and conditions of the federal grant program and without prior approval for one of the alternative uses specified below, calculated net program income must be deducted from total allowable costs to determine the net allowable costs. The calculated net program income must be used to pay for current costs, which are eligible, allowable, and allocable under the terms and conditions of the applicable federal grant program and as set forth in the Town's Uniform Guidance Cost Principles Policy. Program income that the Town entity did not anticipate at the time of the federal award must be used to reduce the federal award and Town contributions rather than to increase the funds committed.

With prior approval of the federal awarding agency, program income may be added to the federal award. The program income must be used for the purposes and under the conditions of the federal award.

With prior approval of the federal awarding agency, program income may be used to meet the cost sharing or matching requirement of the federal award. The amount of the federal award remains the same if approval is granted for this purpose.

There are no federal requirements governing the disposition of income earned after the end of the period of performance for the federal award, unless the terms and conditions of the federal award provide otherwise. However, program income may only be spent in accordance with all applicable federal, state, and local laws. The federal awarding agency may negotiate agreements with grant recipients regarding appropriate uses of income earned after the period of performance as part of the grant closeout process.

E. License Fees and Royalties.

Unless the terms and conditions for the federal award provide otherwise, the Town is not accountable to the federal awarding agency with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under a federal award subject to 37 C.F.R. Part 401.

VII. Revision of Budget and Program Plans.

Unless directed otherwise by the terms and conditions of the grant program, the Town will adhere the applicable requirements of 2 C.F.R. § 200.308 as they relate to revisions of the approved budget and plans for the grant program funds.

VIII. Audit Requirements

The Town and all subrecipients shall comply with Uniform Guidance 2 C.F.R. Part 200, Subpart F regarding audit requirements. Unless otherwise directed by the terms and conditions of the federal grant, single or program-specific audits must be conducted when the Town or a subrecipient of the Town expends $1,000,000 or more in federal award funds during the fiscal year. Program-specific audits must adhere to the requirements of 2 C.F.R § 200.507.

	Title: Town of Huntersville Uniform Guidance Property Management Policy.
	Description: Outlines the Town's procedures for property purchased using federal grant funds.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE
PROPERTY MANAGEMENT POLICY

I. Objective.

The objective of this Property Management Policy ("Policy") is to ensure compliance with the Uniform Guidance at 2 C.F.R. Part 200, Subpart D regarding management of property purchased using federal grant funds.

II. Policy.

A. Application of Policy.

This Policy applies to all federal grant awards, including grants and loans where the Town is a subgrantee or subrecipient of federal funds, except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F. R. Part 200. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town's Federal Grant Administrator ("Grant Administrator"), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The property purchased using federal grant funds must be managed in compliance with the Uniform Guidance codified in 2 C.F.R. Part 200, when applicable, unless otherwise directed by the terms and conditions of the federal grant program. The Town will follow all applicable local, state, and federal laws when managing and expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Insurance.

The Town must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property and equipment owned by the Town. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

IV. Real Property.

Title to real property acquired or improved under a federal grant award will vest upon acquisition in the Town.

Except as otherwise provided by federal statutes or by the terms and conditions of the federal grant program, real property must be used for the purpose originally authorized by the federal grant program as long as it is needed for that purpose, during which time the Town must not dispose of or encumber its title or other interests. Easements for utility, cable, and similar services that benefit the real property and are consistent with the authorized use are not considered an encumbrance.

The Town shall submit reports on the status of real property in which the federal government retains an interest in accordance with 2 C.F.R. § 200.330 or as otherwise stated in the terms and conditions of the federal grant.

When real property is no longer needed for the originally authorized purpose, the Town must obtain disposition instructions from the federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

1. **Retain title after compensating the federal awarding agency.**
   The amount paid to the federal awarding agency will be computed by applying the federal awarding agency's percentage of contribution towards the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Town is disposing of real property acquired or improved with a federal grant award and acquiring replacement real property under the same federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

2. **Sell the property and compensate the federal awarding agency.**
   The amount due to the federal awarding agency will be calculated by applying the federal awarding agency's percentage of contribution towards the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Town is directed to sell property, sales

procedures must be followed that provide for competition to the extent practicable and that result in the highest possible return.

Transfer title to the federal awarding agency or to a third party designated/approved by the federal awarding agency.
The Town is entitled to be paid an amount calculated by applying the Town's percentage of contribution towards the original purchase of the real property (and cost of any improvements) to the current fair market value of the property.

V. Equipment.

A. Title.

Title to equipment acquired under a federal grant award will vest upon acquisition in the Town.

Unless a statute or the terms of the federal grant program specifically authorizes the federal agency to vest title in the Town without further responsibility to the federal government, and the federal agency elects to do so, the title must be a conditional title. Title must vest in the Town subject to the following conditions:

1. **The Town must use the equipment in the program or project for which it was acquired as long the equipment is needed, whether or not the project or program continues to be supported by the federal grant award, or until the property is no longer needed for the purposes of the program or project.**

   When no longer needed for the original program or project, the equipment may be used in other activities supported by the federal awarding agency, in the following order of priority:

   (i) Activities under a federal award from the federal awarding agency which funded the original program or project.
   (ii) Activities under federal awards from other federal awarding agencies. This includes consolidated equipment for information technology systems.

2. **The Town must not dispose of or encumber the property without approval of the federal awarding agency or pass-through entity.**

3. **The Town must use and dispose of the property in accordance with the terms and conditions of the federal grant program and applicable federal laws and regulations.**

   During the time that equipment is used on the project or program for which it was acquired, the Town must also make equipment available for use on other projects or programs currently or previously supported by the federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired.

   First preference for other use must be given to other programs or projects supported

by federal awarding agency that financed the equipment and second preference must be given to programs or projects under federal awards from other federal awarding agencies. Use for non-federally-funded programs or projects is also permissible, provided such use will not interfere with the purpose for which it was originally acquired.

User fees should be considered if appropriate. However, the Town must not use equipment acquired with the federal award to provide services for a fee that is less than private companies charge for similar services, unless specifically authorized by federal statute or federal grant program terms and conditions, for as long as the federal government retains an interest in the equipment.

B. Replacement Equipment.

When acquiring replacement equipment, the Town may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment.

C. Equipment Management.

Unless directed otherwise by the terms and conditions of the grant program, procedures for managing equipment (including replacement equipment) acquired in whole or in part using federal grant funds will, at a minimum, meet the following requirements until disposition:

1. Property records must be maintained.

The Town's Grant Administrator must maintain property records for equipment purchased in whole or in part with federal grant funds. The records must include:

(i) a description of the property,
(ii) a serial number or another identification number,
(iii) the source of funding for the property (including the FAIN),
(iv) who holds title,
(v) the acquisition date,
(vi) the cost of the property,
(vii) the percentage of federal agency contribution towards the original purchase,
(viii) the location, use, and condition of the property, and
(ix) any disposition data, including the date of disposal and sale price of the property.

2. A physical inventory of the inventory must be taken.

At least once every two years, a physical inventory of the equipment must be conducted by the department overseeing the use of the equipment and the Grant Administrator must reconcile the results of the inventory with the property records.

3. **A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property.**

   The department overseeing the use of the equipment shall assess the type and quantity of the equipment in order to determine the conditions under which the property must be stored in order to prevent loss, damage, or theft of the property. These conditions may include dry, climate-controlled settings; locked and surveilled facilities; facilities which are routinely monitored by staff; etc.

   Any loss, damage, or theft must be investigated by the director of the department overseeing the use of the equipment and the results of the investigation shall be reported to the Grant Administrator. The Town must notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the grant program.

4. **Regular maintenance procedures must be in place to keep the property in good condition.**

   The department overseeing the use of the equipment shall be responsible for ensuring that the equipment is kept in good, working condition and that the equipment is properly maintained. Maintenance schedules for vehicles and heavy equipment shall conform to industry standards.

5. **If the Town is authorized or required to sell the property, proper sales procedures must be in place to ensure the highest possible return.**

   Except as otherwise provided in federal statutes, regulations, terms and conditions of the federal grant award, or federal awarding agency disposition instructions, the Town must request disposition instructions from the federal awarding agency when equipment acquired under a federal award is no longer needed for the original project or program (or for other activities currently or previously supported by a federal awarding agency).

   Disposition of the equipment will be made as follows, in accordance with federal awarding agency disposition instructions:

   (i) Items of equipment with a current per unit fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the federal awarding agency.
   (ii) Except as provided in 2 C.F.R. § 200.312(b), or if the federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of $10,000 (per unit) may be retained by the Town or sold. The federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's percentage of contribution in the cost of the original purchase. If the equipment is sold, the federal awarding agency may permit the Town to deduct and retain from the federal share $1,000 of the proceeds, to cover expenses associated with the selling and handling of the equipment.

(iii) The Town may transfer title to the property to the federal government or to an eligible third party provided that, in such cases, the Town must be entitled to compensation for its attributable percentage of the current fair market value of the property.
(iv) In cases where the Town fails to take appropriate disposition actions, the federal awarding agency may direct the Town to take disposition actions.

VI. Supplies.

Title to supplies will vest in the Town upon acquisition. If there is a residual inventory of unused supplies exceeding $10,000 in aggregate value at the end of the period of performance, and the supplies are not needed for any other federal award, the Town may retain or sell the unused supplies. Unused supplies means supplies that are in new condition, not having bene used or opened before. The federal agency or pass-through entity is entitled to compensation in an amount calculated by multiplying the percentage of the federal agency's contribution towards the original purchase(s) by the current fair market value or proceeds from the sale. If the supplies are sold, the federal agency or pass-through entity may permit the Town to retain from the federal share $1,000 of the proceeds to cover expenses associated with the selling and handling of the supplies.

As long as the federal government retains an interest in the supplies, the Town must not use supplies acquired with the federal award to provide services for a fee that is less than a private company would charge for equivalent services, unless specifically authorized by federal statute.

VII. Intangible Property.

Title to intangible property[26] acquired under a federal grant award vests upon acquisition in the Town. The Town must use that intangible property for the originally-authorized purpose, and must not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in C F.R. § 200.313(e). To the extent permitted by law, the Town may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so. This authority includes the right to require the Town to make such works available through agency-designated public access repositories.

The Town is subject to applicable regulations governing patents and inventions, including government-wide regulations in 37 CFR part 401.

VIII. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a federal grant award must be held in trust by the Town as trustee for the beneficiaries of the

[26] Intangible property is defined by 2 C.F.R. § 200.1 as property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock, and other instruments of property ownership (whether the property is tangible or intangible).

project or program under which the property was acquired or improved. The federal awarding agency may require the Town to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a federal grant award and that use and disposition conditions apply to the property.

	Title: Town of Huntersville Uniform Guidance Subrecipient Monitoring and Management Policy
	Description: Outlines requirements for subrecipient agreements.
	Adopted By: Town Board of Commissioners **Date:**

I. Objective.

The objective of this Uniform Guidance Subrecipient Monitoring and Management Policy ("Policy") is to establish guidelines for subawards of federal grant funds to subrecipients, including cost principles, for purchases of goods (apparatus, supplies, materials, and equipment) in compliance with 2 C.F.R. Part 200, Subpart D and Subpart F.

II. Policy.

A. Application of Policy.

This Policy applies to contracts for construction or repair or for the procurement of goods or services that are funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or subrecipient of federal funds (collectively, "Federal Contracts"), except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F.R. Part 200.

All Federal Contracts are subject to the Procurement Requirements, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state passthrough agency that awarded the funds. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. In conjunction with the Town department utilizing the federal funds, the Town's Grant Administrator, as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The Town will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law. No expenditure of federal funds shall be made unless it is determined that the expenditure is an eligible use of funds and an allowable cost based on the applicable federal program requirements and conditions of the award as determined in accordance with the Town's Uniform Guidance Cost Principles Policy.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Approval and Modification.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Subrecipient Agreements.

A. Subrecipient and Contractor Determinations.

The Town will make case-by-case determinations whether each use of federal funds would create a subrecipient or contractor relationship based on guidance provided in the applicable federal grant program terms, if any, and 2 C.F.R. § 200.331. Subrecipients who receive federal funds from the Town shall be responsible for complying with all terms of the federal grant program and all applicable local, state, and federal laws. Said compliance includes compliance with 2 C.F.R. Part 200 and the adoption of policies for the use of federal funds as required by that Part.

B. Risk Evaluation.

In accordance with 2 C.F.R. § 200.332, prior to entering into a subrecipient agreement, the Town's Grant Administrator will evaluate the potential subrecipient's risk of noncompliance with: 1) the terms and conditions of the federal grant program; 2) the terms and conditions of the subaward; and 3) applicable federal, state, and local laws, including 2 C.F.R. Part 200. This evaluation will be used to determine the appropriate level of subrecipient monitoring as more fully described below in Article V, Subsection D.

Factors to be considered in the risk evaluation include:

1. The subrecipient's prior experience with the same or similar subawards;
2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 C.F.R. Part 200, Subpart F, and the extent to which the same or similar subaward has been audited as a major program;
3. Whether prior audit findings have been corrected or resolved;
4. Whether the subrecipient has personnel who are familiar with the Uniform Grant Guidance Requirements;
5. Whether the subrecipient has experienced finance and accounting staff;
6. Whether the subrecipient has systems for financial management, purchasing, property management, and records retention in place, which are well-designed and operational;
7. The extent and results of any federal agency monitoring (*e.g.,* if the subrecipient also receives federal awards directly from a federal agency).

The risk evaluation for each subrecipient should be documented on the Risk Assessment Form attached to this Policy as **Exhibit A**.

C. Subrecipient Agreement.

The Town will ensure that every subaward is clearly identified to the subrecipient as a subaward and include the following required information in the subrecipient agreement. If any of these data elements change, the changes will be included in a subsequent subaward modification. When some of this information is not available, the Town must provide the best information available to describe the federal award and subaward.

Information required to be included in the subrecipient agreement includes:

1. Federal award identification.
    i. Subrecipient's name (which must match the name associated with its unique entity identifier);
    ii. Subrecipient's unique entity identifier;
    iii. Federal Award Identification Number (FAIN);
    iv. Federal award date of award to the Town by the federal agency;
    v. Subaward period of performance start and end date;
    vi. Subaward budget period start and end date;
    vii. Amount of federal funds obligated in the current action (i.e. agreement) by the Town to the subrecipient;
    viii. Total amount of federal funds obligated in the subaward;
    ix. Total amount of the federal award committed to the subrecipient by the Town (i.e. per federal grant program);
    x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);
    xi. Name of the federal awarding agency, the Town, and contact information for awarding official of the Town;
    xii. Assistance listings number and title (the Town must identify the dollar amount made available under each federal award and the assistance listings number at time of disbursement);
    xiii. Identification of whether the federal award is research and development ("R&D"); and
    xiv. Indirect cost rate for the federal award (including if the de minimis rate is used).

2. All requirements imposed by the Town on the subrecipient so that the federal award is used in accordance with applicable federal laws and regulations and the terms and conditions of the federal award, including the adoption of necessary policies for use of federal funds.

3. Any additional requirements that the Town imposes on the subrecipient in order for the Town to meet its responsibilities under the federal award, including identification of any required financial and performance reports.

4. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government. If no approved rate exists, the Town must determine the appropriate rate in collaboration with the subrecipient, which is either:
    i. the negotiated indirect cost rate between the Town and the subrecipient; which can be based on a prior negotiated rate between a different pass-through entity and the same subrecipient. If basing the rate on a previously negotiated rate, the Town is not required to collect information justifying this rate, but may elect to do so; or
    ii. the de minimis indirect cost rate.

    The Town must not require use of a de minimis indirect cost rate if the subrecipient has a federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with 2 C.F.R. § 200.405(d).

5. A requirement that the subrecipient permit the Town and auditors to have access to the subrecipient's records and financial statements as necessary for the Town to fulfill its monitoring requirements; and

6. Appropriate terms and conditions concerning the closeout of the subaward.

Subrecipient agreements should be drafted on subrecipient agreement templates pre-approved by the Legal Department.

D. Subrecipient Monitoring.

The Town shall monitor the activities of the subrecipient as necessary to ensure that the subaward:

1. is used for authorized purposes;
2. in compliance with federal laws and regulations and the terms and conditions of the federal grant program and subaward; and
3. that subaward performance goals are achieved.

At a minimum, Town monitoring of the subrecipient must include:

1. Reviewing financial and performance reports required by the Town and ensuring all expenditures are in compliance with the requirements of the subaward and terms and conditions of the federal grant (i.e. payment validation). Desk reviews to review the subrecipient's award administration capacity and financial management programs including governance, budgeting, accounting, internal controls, record keeping, etc. are also recommended.
2. Following-up and ensuring that the subrecipient takes timely and corrective action on all significant developments that negatively effect the subaward. Significant developments include Single Audit findings related to the particular subaward, or other audit findings, site visits, and written notifications from a subrecipient of adverse conditions that will impact its ability to meet the milestones or objectives of a subaward. When significant developments negatively impact the subaward, the subrecipient must provide the Town with information on its plan for corrective action and any assistance needed to resolve the situation.

3. Issuing a management decision for applicable audit findings pertaining only to the federal award provided to the subrecipient from the Town as required by 2 C.F.R. § 200.521. This decision must be issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse ("FAC").
4. The Town is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving cross-cutting[27] audit findings that apply to the subaward and other federal awards or subawards. If a subrecipient has a current Single Audit report has not otherwise been excluded from receiving federal funding (*e.g.,* has been debarred or suspended), the Town may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 C.F.R. § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the Town to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
5. Verifying that every subrecipient is audited as required by 2 C.F.R. Part 200, Subpart F when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 (currently $1,000,000).
6. Determining whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the Town's own records.
7. Taking enforcement action against noncompliant subrecipients as described in 2 C.F.R. § 200.339 and in program regulations.

Commented [JC1]: Change in 200.501

Any additional reporting and monitoring requirements must be included in the subrecipient agreement. Depending upon the Town's assessment of risk posed by the subrecipient (as described in Article V, Subsection B above), the following monitoring tools may be useful for the Town to ensure proper accountability and compliance with program requirements and achievement of performance goals:

1. Providing subrecipients with training and technical assistance on program-related matters;
2. Performing on-site reviews of the subrecipient's program operations; and
3. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. § 200.425.

As detailed below, the assigned level of monitoring will vary based on the overall risk assessment determination as low, medium, or high risk.

[27] Cross-cutting audit findings means an audit finding where the same underlying condition or issue affects all federal awards (including federal awards of more than one federal agency or pass-through entity). For example, a cross-cutting finding may include an issue related to the grant recipient's accounting system.

Low Risk	Medium Risk	High Risk
• Payment validations (monthly) • Report reviews (quarterly) • Desk reviews (at least once per year and more frequently if requested by the Town) • Onsite reviews (upon request of the Town) • Audit review (yearly)	• More detailed financial reporting • Payment validations (monthly) • Report reviews (bi-monthly) • Desk reviews (within 6 months of project start and every six months thereafter) • Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by Town • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)	• More detailed financial reporting • Compliance training (one-time) • Prior approvals for certain expenditures • Payment validations (monthly) • Report reviews (monthly) • Desk reviews (within 3 months of project start and at least quarterly thereafter) • Onsite reviews (within 6 months of project start and bi-annually thereafter, or more frequently as requested by the Town) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

Subrecipient monitoring should be documented by the Town's Grant Administrator utilizing the Subrecipient Monitoring Form attached to this Policy as **Exhibit B**.

E. Noncompliance.

If the Town determines that the subrecipient is not in compliance with the subrecipient agreement, the Town may take action pursuant to 2 C.F.R. §§ 200.339-200.343, including termination of the subrecipient agreement.

F. Subaward Closeout.

The subrecipient agreement will include terms for the closeout of the subaward. Subrecipients must submit final reports including a narrative description of the accomplishments for each objective of the subaward. Included in the narrative will be an evaluation of project outcomes. Any objectives not accomplished during the funding period, as well as any changes to the programmatic component of the projects utilizing subaward funding, will require an explanation. Subrecipients must also provide cost information to demonstrate cost effective practices as required by the Town's Uniform Guidance Cost Principles Policy.

Final reports are usually due 30 days after grant-funded project termination. Timely filing of reports may have an effect on future funding possibilities.

Exhibit A
Subrecipient Risk Assessment Form

Subrecipient Information:

Subrecipient Name	[INSERT SUBRECIPIENT NAME, WHICH MUST MATCH THE NAME ASSOCIATED WITH ITS UNIQUE ENTITY IDENTIFIER]
Subrecipient Unique Entity Identifier:	[INSERT SUBRECIPIENT UNIQUE ENTITY IDENTIFIER]
Brief Description of Subaward Project and Role of Subrecipient:	[INSERT A BRIEF DESCRIPTION OF SUBAWARD PROJECT AND ROLE OF SUBRECIPIENT]
Name and Title of Subrecipient Personnel Providing Information for this Risk Assessment	[INSERT NAME AND TITLE OF SUBRECIPIENT PERSONNEL PROVIDIN INFO. FOR THIS RISK ASSESSMENT]

Choose an item.	Is the entity prohibited from receiving federal funds due to suspension or debarment per the Excluded Parties List located in the System for Award Management (SAM)? (https://sam.gov/content/home)
Choose an item.	Is the entity in good standing with the Town? Discuss with appropriate staff.
Choose an item.	Has Data Collection Form on Federal Audit Clearinghouse (FAC) been reviewed? (https://facweb.census.gov/uploadpdf.aspx)
If yes,	List Findings:

Risk Category	Rating Label	Comments
General Assessments		
1. Is the proposed subrecipient entity's (hereinafter "entity") facility, equipment, supplies, and staffing adequate for the needs of the award?	Choose an item.	
2. Has the entity adopted and implemented all required Uniform Guidance policies and procedures?	Choose an item.	
3. Has the entity adopted and implemented records retention, conflict of interest, and nondiscrimination policies, consistent with the federal grant award terms?	Choose an item.	

4. Is the entity properly licensed or certified by a recognized source (i.e., the Internal Revenue Service non-profit determination letter, bonded and insured if performing construction-related activities, etc.)?	Choose an item.	
5. Does the entity have a Code of Ethics policy which is provided to all associated employees?	Choose an item.	
6. Has the entity's management demonstrated a commitment to compliance with the subaward terms and all applicable laws and regulations?	Choose an item.	
Financial Management, Systems, & Personnel		
7. Does the entity have a financial management system that provides records that can identify the sources and application of funds for subaward funded activities?	Choose an item.	
8. Does the entity's financial management system provide for the control and accountability of project funds, property, and other assets?	Choose an item.	
9. What is the current staffing level of the entity?	Choose an item.	
10. Has there been any change in the entity's key staffing positions in the last 2 years?	Choose an item.	
11. What is the entity's staff's experience in performing stated activities in the proposed subaward?	Choose an item.	
12. Does the entity have a formal, written personnel policy that addresses: (a) Pay rates & benefits (b) Time & attendance (c) Leave (d) Discrimination (e) Nepotism (f) Conflict of Interest?	Choose an item.	
13. Does the entity have sufficient internal controls related to the subaward funds?	Choose an item.	
14. Does the entity have sufficient cash flow to carry out the subaward terms?	Choose an item.	
Experience with Other Federal Grants		
15. Has the entity previously done work for the federal government?	Choose an item.	**If low or moderate (yes)**, list the last three agencies and award periods.

(a) **If low or moderate (yes),** what is the entity's past performance on meeting federal program outcomes and managing federal funds in compliance with federal regulations?	Choose an item.	
16. Is the entity experienced in managing federal funds of the scope of this proposed subaward?	Choose an item.	
17. Identify any monitoring interventions the entity is currently subject to related to other federal grant awards.	Choose an item.	
18. Does the entity maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?	Choose an item.	
Audits		
19. Does the entity have a designated federal cognizant audit agency?	Choose an item.	**If low (yes),** provide name of audit agency.
20. Has the entity completed a Single Audit in the past five years?	Choose an item.	**If low or moderate (yes),** provide a copy of the most recent audit and **do not complete the rest of the Audit Section.**
(a) **If high (no) to 20.,** does the entity have annual financial statements that have been reviewed of audited by an independent audit firm?	Choose an item.	If yes, please provide a copy of the statements for the most current fiscal year. If no, please explain.
Indirect Rate Information		
21. Does the entity have a negotiated federal indirect/F&A rate? (*Note: This question does not impacted weight of risk assessment*)	Choose an item.	**If yes,** what is the rate? **If no,** indicate that de minimis 15% indirect rate will apply
Overall Risk Assessment		
22. Based on the overall assessment, does the reviewer anticipate any implementation problems with the proposed subaward?	Choose an item.	
23. What percentage of the entity's overall annual budget will this subaward comprise?	Choose an item.	
24. Considering all factors above, assess overall level of risk	**Choose an item.**	

Commented [JC2]: Update in guidance

Document any additional findings, mitigating factors, and recommendations here.

Assessment Completed By: _____
Date of Assessment: _____

Exhibit B
Subrecipient Monitoring Form

This report reflects the Town of Huntersville's ("Town") substantive assessment of the subrecipient's project implementation and subaward compliance. The Town's Grant Manager assigned to the subaward or Finance Officer must complete this report for each payment validation, report review, desk review, site review, and audit or procedures engagement review during the subaward term (and, as appropriate, after the expiration or termination of the subaward). Upon completion, the original will be filed in the subaward file. Any required subrecipient corrective actions will be detailed in writing and provided to the subrecipient within thirty days of the completion of this report.

I. Subaward Overview (complete this section for all reviews)

STAFF INFORMATION

Reviewed conducted by:		Date:
Type (programmatic, financial, or both)		Date:
Review confirmed by:		Date:

SUBRECIPIENT INFORMATION

Subrecipient Name:	
Subrecipient Program Personnel (who participated in the review):	
Subrecipient Contact Phone Number:	
Subrecipient Fiscal/Audit Personnel (who participated in the review):	
Subrecipient Fiscal Contact Phone Number:	

GRANT REVIEW INFORMATION

Grant	Project #	Award $	POP Begin	POP End	Review Period	
					Beginning Date	Ending Date

TYPE OF MONITORING

	Type of Monitoring	**Date Completed**	**Comments**
☐	Payment Validation (Complete this column, but not the rest of the form.)		
☐	Report Review (Complete this column, but not the rest of the form.)		

☐	Audit or Procedures Engagement Review (Complete this column, but not the rest of the form.)		
☐	Desk Review (If desk review, complete the rest of the form.)		
☐	Onsite Review (If onsite review, complete the rest of the form.)		

II. Desk and Onsite Reviews (complete this section for desk and onsite reviews only)

PRE-MEETING NOTES
List any issues, concerns, or other specialty items for follow-up during review.

1.
2.

SUMMARY OF PROGRESS
Subrecipient must submit a written summary of the major workplan milestones during the review period at least one week prior to the review. The summary must address 1) number of clients served as compared with projections; 2) staffing; 3) activities undertaken; and 4) significant accomplishments. A copy of that summary will be appended to this written review report.

MONITORING OVERVIEW

PROGRAM IMPLEMENTATION
Indicate milestones met this quarter and identify milestones as scheduled to occur in the following quarter.

ACTIVITIES/PRODUCTS
Identify any reports or products that were submitted during the quarter and identify those due the following quarter.

CORRECTIVE ACTIONS FROM PRIOR REVIEWS
Indicate actions taken in response to prior review issues.

ASSESSMENT OF QUALITY OF IMPLEMENTATION

Is the project being implemented on schedule? Are the activities impacting the goals and objectives as outlined in approved application?

ISSUES/PROBLEMS

Discuss significant new issues/problems with respect to projected milestones, audits, staffing, client flow, departures from approved goals, late reports, etc.

MONITORING SPECIFICS
(Complete all fields that are applicable to the subaward.)

Activity Goals ☐ **N/A**	**Yes**	**No**	**N/A**
Scope of Service, Number of People to be Served, and any Special Terms stated within the Subaward Agreement.			
1. Has there been a change in the activity goals, scope of service, number of people to be served or other special terms as indicated in the Agreement between the Subrecipient and the Recipient?	☐	☐	☐
(a) If yes, was the Recipient informed of the change?	☐	☐	☐
2. Did the activity conform to any additional or special terms as reflected in the Subaward Agreement?	☐	☐	☐
3. Is the subrecipient providing the full scope of services as stated in the application and Subaward Agreement?	☐	☐	☐
4. Are the actual accomplishments at the time of this review the same as the planned accomplishments? Is the activity achieving the expected quantifiable levels of performance (number of persons served, achieving goals set for clients, etc.) reaching the intended client group?	☐	☐	☐
5. Is the overall activity performance schedule being met in a timely manner (i.e. goal for number of clients served, expenditure of funds in timely manner, reporting requirements)?	☐	☐	☐
6. Did the activity operate within the approved budget as detailed in the Subaward Agreement? (i.e., budgetary line items both accurate and realistic for activity expenses; source and use of match funds accurate)	☐	☐	☐
7. Did the activity funding source change?	☐	☐	☐
8. Was there a change in make-up or responsibility of staff for the activity?	☐	☐	☐
9. Were invoices for reimbursement payments submitted with support documentation?	☐	☐	☐
10. Were reports outlined in the Subaward Agreement submitted on time?	☐	☐	☐
General Comments			

General Compliance	**Yes**	**No**	**N/A**
Request a copy of all applicable policies and procedures required by the award terms and Uniform Guidance.			
11. Does the subrecipient have written policies and procedures to adequately administer the subaward?			
12. Does the subrecipient have a written conflict of interest policy for their employees?			
13. Are there sufficient internal controls in place to protect against waste, fraud, and abuse of Federal funds (segregation of duties, etc.)?			

14. If program income will be generated by the subrecipient, have provisions been made to ensure that it is used in accordance with the terms and conditions of the federal grant and Uniform Guidance requirements?			
What procedures does the subrecipient use to identify and account for federal property purchased with subaward funds?			
Does the subrecipient have adequate safeguards for preventing loss, damage, or theft of property held (inventory control, etc.)?			
Describe any technical assistance/training provided to subrecipient during the project period.			
General Comments			

Employee Reimbursement	□ **N/A**	**Yes**	**No**	**N/A**
Request a copy of the employee reimbursement policy, and/or have the subrecipient describe the procedure for approving and documenting expenses that are reimbursed.				
15. Are detailed receipts (i.e., receipts that do not merely show a total, but the detail of what was purchased) provided for reimbursement?				
16. Are reimbursements reviewed and approved by a supervisor or project manager prior to being submitted to the Fiscal Officer/Accounting Staff for payment?				
17. Does the subrecipient have a Reimbursement Policy?				
Examine two or more reimbursements that were paid out of the grant being monitored.				
18. Were the detailed receipts provided to support the amounts requested?				
19. Were the expenses in compliance with grant requirements/guidelines and UG?				
20. If reimbursed for training or conference expenses, was a certificate of attendance or completion, or agenda and brochure provided to support request for reimbursement?				
General Comments				

Equipment	□ **N/A**	**Yes**	**No**	**N/A**
What is the purchasing procedure for equipment purchased with grant funds? Attach copies of relevant policies and of any purchasing documentation during the review period.				
How is equipment inventoried, insured, and managed? Attach copies of relevant policies and current inventory information.				
What is the procedure for transferring equipment purchased with grant funds to another entity? Attach copies of relevant policies and documentation for any transfers during review period.				
Request an inventory list, physical locate selected items, and examine items to ensure compliance.				

1. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?			
2. Has all equipment indicated as purchased actually been purchased?			
3. Was equipment purchased in accordance with required procurement rules/policies?			
4. Were additions and deletions to the equipment budget made and approved prior to the purchase/procurement dates?			
5. Does a detailed expenditure list indicate any equipment purchased that is not accounted for in the subaward budget?			
6. Is equipment purchased with subaward funds in prior years still in inventory and still being used for subaward purposes?			
7. Has the inventory been updated, and did it account for all items transferred to other entities?			
8. For equipment that was transferred, aside from normal office equipment, was the transferee properly trained on the equipment, and is there a record of that training?			
9. For equipment transferred to other entities; have they added it to their inventory records and is it maintained/used for intended purposes?			
General Comments			

Financial Management □ **N/A**	**Yes**	**No**	**N/A**
What is the Accounting System for each grant program?			
1. Is there a separate accounting for all financial transactions for the subaward?			
2. Is a process in place to prevent co-mingling of funds?			
3. Does the accounting system prevent obligation or expenditure of funds outside the subaward's period of availability?			
4. Are accounting records supported by source documentation?			
5. Were any illegal transfers or unusual activities noted during a review of the subrecipient's fund activity reports?			
6. Does the system provide for prompt and timely recording and reporting of all financial transactions?			
7. Is proper Fiscal record retention being followed in accordance with the federal grant terms and conditions?			
What is the process for approval and payment of expenditures and posting to the General Ledger?			
8. Are subaward costs identified as eligible prior to encumbering funds and placing an order?			
9. Were the applicable State/Federal suspension and debarment listings consulted prior to doing business with a vendor and/or contractor?			
10. Are all invoices reviewed by the project director for eligibility and marked 'okay to pay' prior to being submitted to the fiscal office or accounting staff for payment?			

11. Are disbursements fully support by invoices, requisitions, purchase orders, or similar documents?			
12. Are cancelled checks or warrants available for review?			
13. Were all subaward funds that were received disabused within the allowable timeframe?			
What is the reconciliation process, and how are errors or adjustments handled?			
14. Does the subrecipient perform routine reconciliations of its records against the General Ledger? By whom and how often?			
15. Does the subrecipient have sufficient internal controls related to reconciliations?			
16. Were actions taken to promptly correct any errors and/or resolve issues?			
General Comments			

Other Direct Costs ☐ **N/A**	**Yes**	**No**	**N/A**
How are rent, utilities, and other items allocated for the program?			
1. Are rent payments documented by a copy of the lease agreement, and canceled checks or receipts?			
2. Are receipts, bills, and invoices properly maintained?			
3. Is the actual rate and method being charged to the grant consistent with the rate and method approved in the budget?			
4. Are costs shared with other programs or funding sources? If yes, how are costs allocated?			
General Comments			

Personnel/Direct Labor ☐ **N/A**	**Yes**	**No**	**N/A**
Describe the payroll process and who is paid by the subaward.			
1. Are personnel files maintained for each employee that include current job descriptions, performance and evaluations, and changes in pay rates?			
2. Are time sheets, activity reports, or payroll files available for review? These documents should clearly show the effort toward the subaward charged.			
3. Are individual employee time sheets and attendance records:			
• Prepared and signed by each employee for each pay period?			
• Reviewed and signed by each employee's supervisor?			
• Reconciled to the payroll master ledger?			
4. Are all authorized staff positions filled for the approved budget?			
5. Are staff salaries consistent with the approved budget?			
6. Are fringe benefits the same as what is listed in the approved budget?			

General Comments

Reporting Requirements	☐ N/A	Yes	No	N/A
Subrecipients are required to report on progress toward implementing plans described in their application/proposal.				
1. Progress reports must be submitted based on approved work plan. Have all of the reports been submitted for this reporting period?				
2. Are there any outstanding data elements that must be tracked and reported by the subrecipient? If so, detail the plan for the subrecipient to comply with this requirement.				
Comments				

Supplies & Materials	☐ N/A	Yes	No	N/A
Explain the process of allocating supply costs to the subaward.				
1. Are purchases of supplies approved and well documented by quotes, invoices, or receipts?				
2. Are expenditures for supplies consistent with the approved budget?				
3. Is there a substantial supply inventory remaining at the project termination date?				
4. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?				
General Comments				

Travel/Vehicle Mileage	☐ N/A	Yes	No	N/A
Request a copy of the subrecipient's travel policy or have them describe the procedure for approving and documenting travel expenses.				
1. Is employee travel approved in advance by a supervisor or project manager?				
2. Are travel expenditures documented with expenses reports and/or detailed receipts (i.e., receipts do not merely show total but detail of what was purchased)?				
3. Are travel expenditures appropriately supported within subaward guidelines and in the approved budget?				
4. Are mileage reimbursements supported by a mileage log or similar documentation?				
General Comments				

Single Audit Review	☐ N/A	Yes	No	N/A
Obtain a copy of the subrecipient's most recent audit from FAC. Attach it to this review form.				

1. Was the Major Programs' Compliance Opinion in the Summary of Auditor's Results in the Schedule of Findings qualified?			
2. Were there any findings and/or questioned costs for federal awards in the Schedule of Findings? Were any other operational issues such as the handling of assets, lack of policies and procedures, contract non-compliance, etc., which would impact Federal dollars received?			
3. Were past audit findings and/or questioned costs for federal awards satisfactorily resolved?			
4. Was any control issue identified which would impact the processing of Federal grant dollars (i.e., control weaknesses)?			
General Comments *(If yes response to questions 1, 2, and/or 4, then comment on the issues noted from the audit and how this was addressed during the onsite review).*			

[DRAFTER NOTE: ADD OTHER RELEVANT REVIEW FIELDS HERE]

RECOMMENDED CHANGES AND/OR NEW MONITORING INTERVENTIONS

Please document any recommendations for financial, programmatic, or other changes. Indicate if further monitoring interventions are warranted.

PURCHASING AND CONTRACTING POLICY

EXHIBIT C
External Contract Addendum
(Includes Town's Federal Contract Terms)

TOWN OF HUNTERSVILLE EXTERNAL CONTRACT ADDENDUM

1. **Applicable Laws and Courts**. This contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
2. **Jury Trial**. Nothing contained in this Contract shall constitute a waiver of the Town's right to a jury trial.
3. **Ethics in Public Contracting**. If applicable, 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.
4. **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 Service 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.
5. **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.
6. **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.
7. **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, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
8. **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 Services

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.

9. **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 or services 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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **Priority of Terms**. The terms of this addendum shall supersede and take priority over any conflicting terms in the contract documents.

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 contract[28].
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.

[28] 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)

Firm

Name: _____
Name of Contractor (type or print)

By:
_____
(Signature)

Title: _____

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

PURCHASING AND CONTRACTING POLICY

EXHIBIT D
Minority Business Outreach Plan

	Title: Town of Huntersville Minority Business Participation Outreach Plan
	Description: Outlines good faith efforts required to solicit minority participation in building construction, renovation, and repair projects.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE
MINORITY BUSINESS PARTICIPATION OUTREACH PLAN

SECTION 1. POLICY STATEMENT

It is the policy of the Town of Huntersville (the "Town") to encourage minorities to participate in its building construction, renovation, and repair projects.

In accordance with N.C.G.S. § 143-128.2, the purpose of this plan is to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and nonminority businesses.

It is further the policy of the Town to prohibit illegal discrimination against any person or business enterprise and to conduct its building construction, renovation, and repair programs so as to prevent such discrimination.

The Town provides minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to, building projects, supplies and materials purchases, and professional and personal service contracts. We consider the participation of minority and women-owned businesses and the value of the quality and diversity of goods and services provided an investment. Any subsequent growth of businesses related to minority business participation parallels greater economic expansion, more jobs, and increased revenue to build our future.

It is the policy of the Town in concert with other local, state, and federal agencies and with the assistance of minority groups and agencies, to seek and identify qualified minority and women's business enterprises (M/WBEs) and to offer them the opportunity to participate, and to encourage them to participate, in the Town's building construction and repair programs. Under this policy, the Town adopts the definition of M/WBEs contained in N.C.G.S. § 143-128.2.

It is the intent of this policy to secure contractors' participation and ensure competition. Nothing in this policy shall be construed to require contractors or the Town to award contracts or subcontracts or to make purchases of materials or equipment from minority business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

The Town will award public building construction and repair contracts to the lowest responsible, responsive bidder as provided by Article 8 of Chapter 143 of the North Carolina General Statutes.

OBJECTIVES:

The primary objective of the Town's Minority Business Participation Outreach Plan will be to focus on full utilization of minority and women businesses in the Town's construction activities; the assurance of a good faith effort program that benefits contractors, subcontractors, and vendors alike; and early conflict intervention of general and discriminatory concerns in addition to the following areas of assistance:

- Maintain and promote minority-owned and women-owned business utilization.
- Increase the Town of Huntersville's knowledge of minority and women owned business firms and become familiar with their product line.
- Provide up-to-date information on Town bidding opportunities.
- Management and technical assistance guidance and support throughout the process to ensure significant minority and female business participation.
- HUBs will have an opportunity to receive technical assistance in licensing, bonding, completing bid forms, clarification of any area of the contract in which there are questions (not including estimates for any specific project), and other procedures involved in securing Town contracts.
- Provide and administer procedures for reporting and monitoring compliance of contract activity, subject to the provisions of the HUB requirements of the Town of Huntersville.
- Provide and administer procedures for resolving complaints of discrimination made against businesses holding construction contracts with the Town of Huntersville.

SCOPE:

This Policy Applies to Minority Businesses, Minority Persons, and Socially and Economically Disadvantaged Individuals.

A. A Minority Business is a business:

1. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals, and
2. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

B. A Minority Person[29] is a person who is a citizen or lawful permanent resident of the United States, and who is:

1. Black, that is, a person having origins in any of the black racial groups in Africa;

2. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;

3. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;

4. American Indian or Alaskan Native, that is, a person having origins in any of the original peoples of North America; or

5. Female.

C. A Socially and Economically Disadvantaged Individual is defined by 15 U.S.C. § 637 as a socially disadvantaged individual whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, the federal government considers factors such as assets and net worth. This category includes M/WBEs of economically disadvantaged Indian tribes.

SECTION 1.1 VERIFIABLE GOALS FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION[30]

The Town has established a verifiable goal of ten percent (10%) for participation by minority businesses in locally funded building projects costing $300,000 or more. The goal will be for the total value of work for the building project.

Pursuant to N.C.G.S. § 143-128.2(a), the Town shall also require a verifiable goal of ten percent (10%) of the total value of work for participation by minority businesses in building projects receiving state appropriations or other state grant funds, including a building project done by a private entity on a facility to be leased or purchased by the Town, where the project cost is one hundred thousand dollars ($100,000) or more.

This policy shall not apply to the purchase and erection of prefabricated or relocatable buildings or portions thereof, except that portion of the work which must be performed at the construction site, as excepted in N.C.G.S. § 143-128.2(j).

[29] For building projects funded in whole or in part with federal funds, Hasidic Jews are also considered minority persons.
[30] Projects funded in whole or in part with federal funds will comply with applicable federal thresholds regarding Minority and Woman Owned Business Enterprises participation.

SECTION 1.2 MINORITY BUSINESS RESPONSIBILITIES

The Town does not certify minority, disadvantaged or woman-owned businesses. In order to participate, you must first become a certified minority or woman-owned business with the State of North Carolina. Certification is handled through the NC Department of Administration's Office for Historically Underutilized Businesses. Through Vendor Link, the online vendor registration software, businesses may register with the State and verify their status as a HUB vendor. Registration not only certifies you to do business with the Town as a M/WBE, but also makes you eligible for work with the State of NC.

If you would like to be certified, please visit the NC Department of Administration's Office for Historically Underutilized Businesses and complete the online application. The application process takes approximately 6-8 weeks.

SECTION 2- REGULATIONS AND PROCEDURES FOR IMPLEMENTING MINORITY BUSINESS ENTERPRISE PARTICIPATION POLICY

SECTION 2.1 FORMAL BUILDING PROJECTS:

The following requirements shall apply to all building projects costing three hundred thousand dollars ($300,000) or more.

A. Town Responsibilities:

1. Advertise building projects. When soliciting bids for formal building projects, the Town shall advertise on their website via: https://www.huntersville.org/Bids.aspx.

   At least 10 days prior to the scheduled day of bid opening, the Town shall notify minority businesses that have requested notices from the Town for public construction or repair work and minority businesses that otherwise indicated to the Office of Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:

   i. a description of the work for which the bid is being solicited,
   ii. the date, time, and location where bids are to be submitted,
   iii. the name of the individual within the public entity who will be available to answer questions about the project,
   iv. where bid documents may be reviewed, and
   v. any special requirements that may exist.

2. Hold a pre-bid conference prior to bid opening for each project and assure a Town representative is in attendance. The conference may be hosted in-person or through a virtual meeting platform.

3. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.

4. The Town will research Historically Underutilized Business (HUB) resources on an annual basis and update its list of registered HUBs accordingly.

5. The Town shall report to the Department of Administration, Office of Historically Underutilized Business: 1) the verifiable percentage goal; 2) the type and total dollar value of the project, minority business utilization by minority business category, trade, total dollar value of contracts awarded to each minority group for each project; 3) the applicable good faith effort guidelines or rules used to recruit minority business participation; 4) good faith documentation accepted by the public entity from the successful bidder; and 5) the utilization of minority businesses under the various construction methods under N.C.G.S. § 143-128(a1).

B. Contractor Responsibilities:

1. Attend the scheduled pre-bid conference.

2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.

3. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification must include all of the following:

    i. A description of the work for which the sub-bid is being solicited.
    ii. The date, time and location where sub-bids are to be submitted.
    iii. The name of the individual within the company who will be available to answer questions about the project.
    iv. Where bid documents may be reviewed.
    v. Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

4. All bidders on building projects costing $300,000 or more shall undertake good faith efforts to recruit minority businesses and provide documentation of meeting the minimum requirements of N.C. Gen. Stat. § 143-128.2. Failure to comply with these procedural requirements and requirements for submittal shall render the bid non-responsive and result in rejection of the bid.

5. Each bidder, which shall include first-tier subcontractors for construction manager at risk projects, on a building projects costing $300,000 or more shall identify on its bid the minority businesses that it will use on the project and the total value of minority business contracting by **attaching to his or her bid** the *Identification of Hub Certified/Minority Business Participation Form* in the Appendix of this Plan. Each bidder shall also **attach to their bid** an affidavit (*Affidavit A* in the Appendix of this Plan) listing the good faith efforts it has made pursuant to N.C. Gen. Stat. § 143-128.2(f) and Section 2.2 below. Alternatively, a contractor, including a first-tier subcontractor on a construction manager at risk project, that performs all of the work under a contract with its own workforce may submit an affidavit to that effect (*Affidavit B* in the Appendix of this Plan) in lieu of Affidavit A. However, bidders

opting to submit *Affidavit B* in lieu of *Affidavit A* must still submit the *Identification of Hub Certified/Minority Business Participation Form* with their bid.

The apparent lowest responsible, responsive bidder shall also file the following:

i. Within the time specified in the bid documents, or if no time is specified, then at the time the bid is submitted, either:

   a. An affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal (*Affidavit C* in the Appendix of this Plan). An affidavit under this sub-subdivision shall give rise to a presumption that the bidder has made the required good faith or effort; or

   b. Documentation of its good faith effort to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Bidders submitting documentation under this subsection must also submit *Affidavit D* in the Appendix of this Plan.

ii. Within 30 days after award of the contract, a list of all identified subcontractors that the contractor will use on the project.

6. During the construction of a project, if it becomes necessary to replace an M/WBE subcontractor, the prime contractor shall advise the Town in writing. No M/WBE subcontractor may be replaced with a different subcontractor except for the following:

   i. If the subcontractor's bid is later determined by the contractor or construction manager at risk to be nonresponsible or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work; or

   ii. With the approval of the Town for good cause.

Prior to substituting a subcontractor, the contractor shall identify the substitute subcontractor and inform the Town, in writing, of its good faith efforts to replace with another M/WBE Subcontractor. Good faith efforts as set forth in N.C.G.S. § 143-131(b) and Section 2.3(B) below apply to the selection of a substitute subcontractor.

SECTION 2.2 Minimum Good Faith Effort Requirements N.C.G.S. § 143-128.2(f):

All written statements, affidavits, or intentions made by the bidder shall become a part of the agreement between the contractor and Town for the performance of the contract. Failure to comply with any of these statements, affidavits, or intentions, or with the minority business guidelines shall constitute a breach of contract. A finding by the Town that any information, submitted either prior to award of the contract or during the performance of the contract, is

inaccurate, false, or incomplete, shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. The Town shall determine, in the exercise of its sole discretion, whether to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, the Town will evaluate all efforts made by the contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Bidders must earn at least 50 points from the good faith efforts listed below in order for their bids to be considered responsive:

(1) Contacting those minority businesses reasonably expected to submit a quote and known or identified to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (Value = 10 points)

(2) Making the construction plans, specifications, and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due. (Value = 10 points)

(3) Breaking down or combining elements of work in economically feasible units to facilitate minority participation. (Value = 15 points)

(4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and those included in the bid documents to provide assistance in recruitment of minority businesses. (Value = 10 points)

(5) Attending any pre-bid meetings scheduled by the public owner. (Value = 10 points)

(6) Providing assistance in obtaining required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (Value = 20 points)

(7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification shall have the reasons documented in writing. (Value = 15 points)

(8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit. (Value = 25 points)

(9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public building construction or repair project when possible. (Value = 20 points)

(10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. (Value = 20 points)

Failure to file a required affidavit or documentation demonstrating that the contractor made the required good faith effort is grounds for rejection of the bid.

SECTION 2.3 INFORMAL BUILDING PROJECTS

Building projects costing more than thirty thousand dollars ($30,000), but less than three hundred thousand Dollars ($300,000).

A. Town's Responsibilities:

1. Notify Minority Business Enterprises of bidding opportunities by one of the following methods:

   a) Advertise on their website via: https://www.huntersville.org/Bids.aspx.

   b) Advertise the project in an identified Minority Business Enterprise targeted newspaper(s) or;

   c) Attempt to contact Minority Business Enterprises.

2. Record all contractors contacted, along with the list of contractors provided with bidding documents.

3. Document Minority Business firms contacted and record their minority category along with any other efforts to recruit minority businesses.

4. Record all contractors submitting bids, along with the amount of each bid.

5. All data, including the type of project, total dollar value of the project, dollar value of minority business participation on each project, and documentation of efforts to recruit minority participation shall be reported to the Department of Administration, Office for Historically Underutilized Business, upon the completion of the project.

B. Contractor Responsibilities:

1. The Contractor will provide the following documentation prior to final payment by the Town.

   a) A record of contractors solicited and efforts to recruit minority business participation in those contracts.

   b) A list of minority businesses used on the project, identifying the businesses name, type of work performed, and minority category.

   c) List the dollar amount paid to each minority business and the percentage it represents of the final project value.

SECTION 2.4 QUALIFICATIONS BASED SELECTION

For the qualifications-based selection process to procure architectural, engineering, surveying, and construction-management-at-risk services, the Town shall make good faith efforts to encourage minority participation. These good faith efforts shall include notifying Minority Business Enterprises of opportunities by similar means as described in Section 2.3 of this policy.

MINORITY BUSINESS PARTICIPATION OUTREACH PLAN
APPENDIX FORMS FOLLOW

Identification of HUB Certified/ Minority Business Participation

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

Firm Name, Address and Phone #	Work Type/Cost	*Minority Category	**HUB Certified (Y/N)

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

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

The total value contracted to Minority Businesses will be ($)_____.

If none, please insert zero.

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

County of _____

Affidavit of (name of bidder)_____
I have made a good faith efforts to comply under the following areas checked.

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

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

Signature page follows

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Town. Substitution of contractors must be in accordance with N.C.G.S. § 143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of_____, County of_____
Subscribed and sworn to before me this ____day of _____20____
Notary Public_____
My commission expires_____

State of North Carolina AFFIDAVIT B—
Intent to Perform Contract with <u>Own</u> Workforce.

County of _____

Affidavit of (name of bidder)_____

I hereby certify that it is our intent to perform 100% of the work required for the

_____contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform <u>all elements of the work</u> on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the Town in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date:_____ Name of Authorized Officer:_____

Signature:_____

SEAL

Title:_____

State of _____, County of_____
Subscribed and sworn to before me this _____day of _____20___
Notary Public _____
My commission expires_____

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

County of _____

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

Affidavit of (name of bidder)_____I do hereby certify that on the

Project ID#/Name_____Amount of Bid $_____

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

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

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

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

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

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of _____, County of _____

Subscribed and sworn to before me this _____day of _____20____

Notary Public_____

My commission expires_____

State of North Carolina AFFIDAVIT D –
Good Faith Efforts Documentation

County of _____

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall ***provide the following documentation*** to the Town of his good faith efforts:

Affidavit of (Name of Bidder)_____I do hereby certify that on the

Project ID#/Name_____Amount of Bid $_____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below. If none, leave blank.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

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

Examples of documentation that may demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not limited to, the following:

a. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

b. Copies of quotes or responses received from each firm responding to the solicitation.
c. A telephone log of follow-up calls to each firm sent a solicitation.
d. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
e. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal, including ads placed.
f. Copy of pre-bid roster.
g. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
h. Letter detailing reasons for rejection of minority business due to lack of qualification.
i. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

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

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

Date:_____Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of _____, County of _____

Subscribed and sworn to before me this _____day of _____ _____20____

Notary Public_____

My commission expires_____

PURCHASING AND CONTRACTING POLICY

EXHIBIT E
Delegation of Contracting Authority

RESOLUTION DELEGATING AUTHORITY TO AWARD CERTAIN CONTRACTS

WHEREAS, the Town of Huntersville has been granted certain corporate powers, including but not limited to, the power to contract; and

WHEREAS, pursuant to N.C.G.S. § 160A-12, when a power is conferred by charter or general law without direction or restriction as to how it is to be exercised or performed, such power may be carried into execution as provided by resolution of the Board of Commissioners; and

WHEREAS, pursuant to N.C.G.S. § 160A-148, the Town Manager is the chief administrator for the Town and shall perform such duties as the Board of Commissioners may require or authorize; and

WHEREAS, on October 21, 2019, the Board of Commissioners delegated the authority to the Town Manager to award qualifications-based selection contracts under § N.C.G.S. 143-64.31 without Board approval when the estimated fee of the contract is less than $50,000; and

WHEREAS, § N.C.G.S. 143-64.32 does not require approval from the Board of Commissioners for qualification-based selection contracts; and

WHEREAS, N.C.G.S. §143-129 currently allows the Board of Commissioners to delegate authority to approve, award, and execute contracts and amendments to contracts in the following amounts:

i) less than $500,000 for construction and repair, and

ii) any amount for apparatus, supplies, materials, and equipment, excluding sole source and piggyback awards as set forth in N.C.G.S. §143-129(e)(6) and (g)); and

WHEREAS, the North Carolina General Statutes generally do not restrict the Board of Commissioners' power to delegate authority to, enter into, or amend service contracts, or contracts that do not involve the payment of money by the Town; and

WHEREAS, to increase efficiency in the Town's contracting process consistent with the changes in award authority enacted by the General Assembly, the Board of Commissioners desires to delegate the award of certain contracts and amendments to the Town Manager; and

NOW THEREFORE, be it resolved by the Town of Huntersville Board of Commissioners, that:

1. Authority to execute contracts without approval by the Board of Commissioners.

Except as may be limited by law, the Town Manager and Deputy Town Manager, in the absence of the Town Manager, are authorized to: (a) approve, award, and execute contracts and amendments to contracts, of any kind or nature, including those for qualifications-based selection, when the expected expenditure of Town funds is less than $300,000, provided that the Board of Commissioners shall have approved a sufficient appropriation in the annual budget for the current fiscal year for the general purpose specified in the contract; and (b) approve and

execute contracts that do not require an expenditure of funds by the Town. Further, subject to any restrictions or limitations that may be imposed by the Town Manager, the Deputy Town Manager is authorized to approve, award, and execute contracts and amendments for the purchase of apparatus, supplies, materials and equipment when the expected expenditure of Town funds is less than $100,000, provided that the Board of Commissioners shall have approved a sufficient appropriation in the annual budget for the current fiscal year for the general purpose specified in the contract.

2. Authority to execute and make non-substantial changes to contracts approved by Board of Commissioners.

The Town Manager and Deputy Town Manager are authorized to: (a) execute contracts awarded or approved by the Board of Commissioners, and (b) make technical corrections and minor modifications to a contract approved by the Board of Commissioners, consistent with the spirit and intent of what the Board of Commissioners approved.

3. Authority to execute grant applications and grants.

The Town Manager and Deputy Town Manger are authorized to execute grant applications, grant awards and grant agreements when the amount of any Town match is within budgeted appropriations.

4. Authority to Delegate.

Except as may be limited by law, the Town Manager may delegate the authority conferred by this resolution to Deputy Town Manager in such amounts as the Town Manager may determine from time to time.

5. Summary of Contracts.

A summary of all contracts executed by the Town Manager or Deputy Town Manager pursuant to this delegation of authority in excess of $50,000 shall be provided to the Board of Commissioners on a quarterly basis, unless requested by the Board of Commissioners more or less frequently. The summary shall include the contract amount, the contract term, the party to whom the contract was awarded, and a brief description of the purpose of the contract.

6. This resolution supersedes any prior delegation of authority regarding the subjects of this resolution.

7. The Board of Commissioners directs that this resolution be reflected in the minutes of the Huntersville Board of Commissioners.

8. This resolution shall become effective upon adoption.

PURCHASING AND CONTRACTING POLICY

EXHIBIT F
QBS Exemption Form

EXEMPTION OF CONTRACT FROM N.C.G.S § 143-64.31 ("Mini Brooks Act")

Name of Project:_____("Project")

1. Except in cases of special emergency involving health and safety, N.C.G.S § 143-64.31 requires the selection of firms to perform architectural, engineering, surveying, construction management at risk services, design-build services, and public private partnership construction services to be based on demonstrated competence and qualification for the type of professional services required without regard to fee; and

2. Contracts with an estimated professional fee in an amount less than fifty thousand dollars ($50,000) may be exempted in writing from the qualification-based selection ("QBS") process pursuant to N.C.G.S § 143-64.32.

3. The Huntersville Board of Town Commissioners has authorized the Town Manager to issue written exemptions for qualifying contracts pursuant to N.C.G.S § 143-64.32.

4. The Town of Huntersville proposes to contract with_____[name of firm] for the professional services set forth below ("the Services"):

5. The estimated fee for the Services is less than $50,000.

NOW THEREFORE, THE UNDERSIGNED DECLARES THAT:

1. The contract for the Project is exempted from the provisions of N.C.G.S § 143-64.31.

_____
Huntersville Town Manager

	Title: Town of Huntersville Purchasing and Contracting Policy
	Description: Outlines the Town's purchasing and contracting procedures.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE PURCHASING AND CONTRACTING POLICY

Section 1- Purpose and Applicability

1.0 Policy Purpose

This Purchasing and Contracting Policy ("Policy") is intended to serve as a guide to all Town of Huntersville ("Town") employees responsible for obtaining apparatus, supplies, materials, equipment, and services. The intent is to design policies and procedures that will serve the Town's needs; provide for effective, efficient, and economical contracting processes; and follow the legal guidelines set forth in the North Carolina General Statutes ("N.C.G.S").

1.1 Applicability

This Policy applies to all Town purchases and contracts.

Section 2- Roles and Responsibilities

2.0 Roles

The Town's Finance Department is responsible for:

- Implementation, monitoring, and revision of this Policy in conjunction with the Legal Department;
- Administration of centralized procurement programs and processes;
- Overseeing and maintaining the Town's accounting and encumbrance systems, including documentation of sources of funds and expenditures;
- Maintaining adequate internal controls to ensure that procurements constitute allowable and eligible uses of funds;
- Assisting all Town employees with procurement needs; and
- Development and provision of any required procurement-related training to Town employees, including training on the Town's Electronic Payment Policy (**Exhibit A**).

The Town's Finance Director and Deputy Finance Officer[1] are responsible for:

- Acting as the Town's Finance Officer and carrying out the powers and duties set forth

[1] The Deputy Town Manager is approved by the Board of Commissioners for the Town of Huntersville (the "Town Board") to act as Deputy Finance Officer pursuant to Chapter 159 of the N.C.G.S. The Deputy Finance Officer and Town Manager are authorized by the Town Board to countersign checks and drafts on official depository pursuant to N.C.G.S § 159-25(b).

by and delegated under N.C.G.S. § 159-25[2];
- Pre-auditing contracts, agreements, and purchase orders and attaching pre-audit certificates[3] in accordance with N.C.G.S § 159-28(a1); and
- Following the disbursement process set forth by N.C.G.S § 159-28(b) and attaching disbursement certificates[4] as required by N.C.G.S. § 159-28(d1).

Department directors and their designees are responsible for the following:

- Conducting all purchasing and contracting activities in accordance with applicable laws, policies, procedures, ordinances, federal rules and regulations, and in pursuit of the best interests of the Town;
- Ensuring fair and open competition by ethical means;
- Extending honest, courteous, and impartial treatment to all interested suppliers;
- Respecting public trust and not abusing the procurement process for personal advantage or gain;
- Following procedures for contract review as set forth in the Town's contract submission form;
- Providing the Finance Department with an executed copy of the contract, including leases, to upload to Munis Contract Management; and
- Managing departmental contracts and tracking renewal dates.

2.1 Responsibilities

All contracting and procurement activities must be conducted according to applicable laws, rules, regulations, procedures, polices, and ordinances.

Unless excepted by N.C.G.S. § 14-234(b), N.C.G.S. § 14-234 prohibits public officers or employees involved in making[5] or administering[6] a contract on behalf of the Town from

[2] The Town Manager is the Town's Budget Officer. N.C.G.S § 159-9. In accordance with N.C.G.S. § 159-15, the Budget Officer is authorized by the Town Board to transfer moneys from one appropriation to another within the same fund so long as a balanced budget is maintained as required by Chapter 159 of the N.C.G.S. The Budget Officer may delegate certain powers and duties to the Finance Officer pursuant to N.C.G.S. § 159-25(a)(7).

[3] N.C.G.S § 159-28(f) provides three exceptions to the requirement to attach preaudit certificates. Preaudit certificates are not required for: 1) obligations or documents related to obligations approved by the Local Government Commission (the "LGC"); 2) payroll expenditures, including all benefits for Town employees; and 3) electronic payments (payment by charge card, credit card, debit card, gas card, procurement card, or electronic funds transfer) as specified in the rules adopted by the LGC. Notwithstanding an applicable exception to the requirement to attach a preaudit certificate, the preaudit process must still be adhered to.

[4] The same three exceptions as set forth by N.C.G.S § 159-28(f) are applicable to the requirement to attach disbursement certificates. Notwithstanding an applicable exception to the requirement to attach a disbursement certificate, the disbursement process must still be adhered to.

[5] A public officer or employee is involved in "making" a contract if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception as set forth in N.C.G.S. § 14-234 allowing the public officer to benefit and that member is prohibited from voting.

[6] A public officer or employee is involved in "administering" a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract.

deriving a direct benefit[7] from the contract or influencing other persons involved in making or administering the contract.

N.C.G.S. § 14-234.3 prohibits the members of the Board of Commissioners for the Town of Huntersville (the "Town Board") from deliberating or voting on contracts with any nonprofit with which the Town Board member is "associated."[8] Town Board members are also prohibited from: 1) attempting to influence any other person who is deliberating or voting on a contract with any nonprofit with which the member is associated; and 2) soliciting or receiving any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the Town with any nonprofit with which the member is associated.

N.C.G.S. § 133-32 addresses the legal implications of governmental employees accepting gifts and favors from suppliers. Briefly summarized, it is unlawful for any supplier who has a current contract with a governmental agency, has performed under such a contract within the past year, or anticipates bidding on such a contract in the future to give gifts or favors to any employee of a governmental agency who is charged with preparing plans, specifications, or estimates for public contracts; awarding or administering such contracts; or inspecting or supervising construction. It is also unlawful for a governmental employee to willfully receive or accept such gifts or favors.

The Town's Uniform Guidance Policies (**Exhibit B**), including the Town's Uniform Guidance Conflicts of Interest and Nondiscrimination Policy, apply to any project or Town contract which is funded in whole or in part by federal funds. The Uniform Guidance Policies apply whether the federal funds are paid directly or on a reimbursement basis to the Town.

Pursuant to N.C.G.S. § 160A-16, all contracts made by or on behalf of the Town must be in writing. Contract templates, including standard terms and conditions and federal contract terms, are available from the Legal Department and best efforts should be made to utilize the pre-approved Town contract templates instead of external contracts supplied by outside vendors and contractors. External contracts must be reviewed by the Legal Department prior to execution. All terms listed in Section 15 of this Policy and the Town's External Contract Addendum (**Exhibit C**) must be included in external contracts.

It is also the policy of the Town to encourage minority business participation in all aspects of the Town's contract and procurement programs. The Town shall use good faith efforts to recruit and contract with minority businesses and adhere to the specific requirements for construction and repair contracts and other types of contracts as set forth in the Town's

[7] A public officer or employee "derives a direct benefit" from a contract if the person or his or her spouse: (i) has more than ten (10) percent ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.

[8] N.C.G.S § 14-234.3(d)(1) defines a nonprofit with which a Town Board member is "associated" as a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the state primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes and of which the Town Board member is a director, officer, or governing board member (i.e. on the nonprofit's Board of Directors), excluding any board, entity, or other organization created by this State or by any political subdivision of this state.

Minority Business Participation Outreach Plan (**Exhibit D**).

Should a department have trouble with a supplier, concerns should be documented by the department and detailed in an email to the Finance Director or their designee. Correspondence should be as specific as possible, detailing the circumstances, dates, personnel involved (including titles), and phone numbers. This information will be helpful in determining if the supplier will be considered for future bid awards.

Section 3- Penalties

3.0 Penalties for Non-Compliance

Failure to comply with this Policy may result in an audit finding and/or disciplinary action, up to and including termination and criminal charges. Individuals and departments identified as failing to comply with Town policies shall be notified and potentially identified to Town management, and/or law enforcement, as appropriate.

Section 4- Delegation of Contracting Authority

4.0 Delegation of Authority to Town Manager to Award and Execute Contracts

The Town Board has delegated the authority to award and execute most budgeted contracts under $300,000 to the Town Manager. The Town Board retained the authority to approve contracts that exceed $300,000 and all contracts requiring governing board approval by law, including, but not limited to, sole source and piggy-back contracts. The delegation of authority (**Exhibit E**) should be referred to when determining whether Town Board approval is required. Pursuant to the delegation of authority, the Finance Department tracks contracts approved by the Town Manager exceeding $50,000. Quarterly summaries of such approvals should be provided to the Town Board, unless directed by the Town Board to be provided more or less frequently.

Notwithstanding the Town Board's delegation of authority to approve and execute contracts, and unless an exception as discussed in Section 12 applies, informal and formal bidding procedures and thresholds as established by the N.C.G.S. must be adhered to.

Section 5- Federal Contracts and Contracts Involving State Funding

5.0 Contracts Involving Federal Funds (Federal Contracts)

Regardless of the contract type, when the contract is funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or sub-recipient and when the Town provides pass-through grant funding to other entities, the procedures set forth by the Town's Uniform Guidance policies (**Exhibit B**) must be adhered to. In addition to compliance with the Town's Uniform Guidance policies, the requirements set forth in the terms of the federal grant or loan and all other applicable laws, rules, policies, and regulations must be adhered to. All federal contracts must include the

Town's federal contract terms as maintained by the Legal Department.

5.1 Contracts Involving State Funding

Regardless of the contract type, when the contract is funded in whole or in part by state funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or sub-recipient or when the Town provides pass-through grant funding to other entities, the procedural and procurement-related requirements set forth by the terms of the grant or loan must be adhered to in addition to all other applicable laws, rules, policies, and regulations.

Section 6- Purchases of Goods

6.0 Purchases of Goods (apparatus, supplies, materials, or equipment)

In addition to the North Carolina ("NC") bidding procedures and thresholds, Town policies also apply to the purchase of goods as shown in the purchases of goods table (Table A).

Table A- Purchases of Goods
(apparatus, supplies, materials, or equipment)

The following local thresholds are established to govern purchases of goods.

Dollar Threshold	Minimum Requirements	Approval/Signature authority
$0 - $10,000	- Multiple quotes not required - Procurement card (P-Card) may be used in accordance with the Town's Electronic Payment Policy (**Exhibit A**)	Town Manager or Designee
$10,001 - $29,999	- Multiple quotes recommended	Town Manager or Designee
$30,000 - $89,999	- Informal bid procedure required	Town Manager or Designee
$90,000 or greater	- Formal bid procedure required	Town Manager or Designee or Town Board ($300,000+)

6.1 Food Purchases

Meals should not be purchased using a procurement card while also receiving a per diem for meal expense.

6.2 Vehicle Purchases

The purchase of Town vehicles should be coordinated in conjunction with the Finance Department to determine an appropriate depreciation schedule, and with the Risk Manager to implement proper insurance coverage. Titles and/or bills of sale must be received and maintained for all vehicle purchases by the Town Clerk.

6.3 Information Technology Purchases

Unless an exception to the statutory bidding requirements applies, hardware and software purchases are subject to the informal and formal bidding procedures and thresholds described in Section 6.0 of this Policy. Exceptions to the competitive bidding procedures are more fully discussed below in Section 12.

As an alternative to the informal and formal bidding procedures, the Town may contract for information technology as defined in N.C.G.S. § 143B-1320[9] under a request for proposals ("RFP") pursuant to N.C.G.S. § 143-129.8. Notice of the RFP must be advertised in a newspaper having general circulation in the Town, by electronic means, or both[10] at least seven (7) full days prior to opening the submitted proposals. The notice shall:

(1) State the time and place where plans and specifications of the proposed work or a complete description of the apparatus, supplies, materials, or equipment may be had;
(2) State the time and place for opening of the proposals; and
(3) Reserve the right to reject any or all proposals.

Contracts awarded pursuant to the RFP method set forth by N.C.G.S. § 143-129.8 shall be awarded to the entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts under this section shall be identified in the RFP. When developing and evaluating RFPs under this section, the Town may use procurement methods set forth in N.C.G.S. § 143-135.9 including best value procurement, government-vendor partnership, and solution-based solicitation.

Contract terms may be negotiated with any proposer in order to obtain a final contract that best meets the needs of the Town; however, negotiations shall not alter the contract beyond the scope of the original RFP in a manner that:

(1) Deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and

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[9] As the date of this Policy's implementation, N.C.G.S. § 143B-1320 defines information technology as: "[s]et of tools, processes, and methodologies, including, but not limited to, coding and programming; data communications, data conversion, and data analysis; architecture; planning; storage and retrieval; systems analysis and design; systems control; mobile applications; and equipment and services employed to collect, process, and present information to support the operation of an organization. The term also includes office automation, multimedia, telecommunications, and any personnel and support personnel required for planning and operations."

[10] A decision to advertise solely by electronic means, whether for particular contracts or generally for all contracts that are subject to the advertisement requirements set forth in N.C.G.S § 143-129(b), shall be approved by the Town Board at a regular meeting of the board. The Town Board has authorized electronic advertisement of all contracts subject to Article 8 of Chapter 143 of the NC General Statutes.

(2) Would have resulted in the award of the contract to a different person or entity if the alterations had been included in the RFP.

Any proposals received in response to an RFP under this section shall not be subject to public inspection until a contract is awarded.

6.4 Leases of Personal Property

Contracts for the lease of personal property are not subject to the informal and formal bid thresholds and procedures unless:
(1) The contract includes the option to purchase the personal property;
(2) The Town will own the property at the end of the lease; or
(3) The lease exceeds the useful life of the property.

If any of the above occur as a result of the lease, the lease will be treated as a purchase subject to the informal and formal bid thresholds and procedures.

Section 7- Qualifications-Based Selection

7.0 Professional Services Subject to Qualifications-Based Selection

N.C.G.S. § 143-64.31 (often referred to as the "Mini Brooks Act") requires that all local governments, except in cases of special emergency involving the health and safety of the people or their property, announce all requirements for architectural, engineering, surveying, construction management at risk, design-build, and public-private partnership construction services and select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional service required, otherwise known as qualifications-based selection ("QBS").

In accordance with N.C.G.S. § 133-1.1(a), a registered architect or engineer must prepare the plans and specifications for the following work:

- Nonstructural work $300,000 and above
- Structural repair or new construction $135,000 and above
- Repair work affecting life safety systems $100,000 and above

QBS shall include the use of good faith efforts as described in the Town's Minority Business Participation Outreach Plan (**Exhibit D**) to notify minority firms of the opportunity.

QBS is typically accomplished by utilizing a request for qualifications ("RFQ") to solicit statements of qualifications ("SOQs") from interested parties. Examples of prior completed work may be solicited, submitted, and considered when determining demonstrated competence and qualification of professional services, but work product or design may not otherwise be solicited, submitted, or considered.
The selection of such firms must be made without regard to fee other than unit price information. If a fair and reasonable contract fee cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified

firm.

Unless exempted, the above-described requirements apply regardless of the estimated cost of the contract. Projects with an estimated professional fee in an amount less than $50,000 may be exempted from the QBS process upon written approval by the Town Manager (**Exhibit F**). Best efforts should be made to use the Town's standard professional services contract template when contracting for professional services subject to QBS.

7.1 Design-Build and Design-Build Bridging Services

Prior to issuing an RFQ for design-build or design-build bridging services, the Town shall establish written criteria used for determining the circumstances under which the proposed method is appropriate for a project. At a minimum, such criteria shall address the elements set forth in N.C.G.S. § 143-128.1A(b) for design-build services and § 143-128.1B(b) for design-build bridging services. For design-building bridging services, the criteria shall not require the design-builder to provide the costs of the subcontractor work in the design criteria package.

The Town shall issue a public notice of RFQs for design-build services and design-build bridging services, including, at a minimum, general information on the elements contained in N.C.G.S. § 143-128.1A(c) for design-build services and § 143-128.1B(d) for design-build bridging services.

Following an evaluation of the SOQs received in response to the RFQ for design-build services, the three most highly qualified design-builders shall be ranked. If less than three qualified design-builders respond to the RFQ, the Town shall resolicit for design-builders. If less than three responses are received pursuant to the second solicitation, the Town may begin negotiations with the highest-ranked design-builder even though fewer than three responses were received. A similar evaluation process must be followed for design-build bridging services as set forth in N.C.G.S. § 143-128.1B(e).

Each design-builder shall certify in its SOQ to the Town that each design professional who is a member of the design-build team, including subconsultants, was selected based upon demonstrated competence and qualifications in the manner provided by N.C.G.S. § 143-64.31. After the contract has been awarded, key personnel on the design-build team may only be changed subject to written approval from the Town.

Selected design-builders shall provide performance and payment bonds to the Town in accordance with N.C.G.S § 44A-26 as more fully described in Section 8.10 below.

7.2 Construction Management at Risk Services

Construction management at risk services ("CMARS") may only be used by the Town after the Town Board has concluded that CMARS are in the best interest of the project after comparing the advantages and disadvantages of using the construction management at risk method for a given project in lieu of other delivery methods.

When utilizing CMARS, the Town shall contract directly with a licensed architect or engineer for design services and select a construction manager at risk ("CMAR") through QBS with whom to enter a separate contract for all construction.

The CMAR shall publicly advertise for bids as prescribed in N.C.G.S § 143-129 and prequalify and accept bids from first-tier subcontractors for all construction work in accordance with N.C.G.S § 143-135.8 and Section 13 of this Policy. Prior to soliciting bids for the project's first-tier subcontractors, the CMAR shall submit its plan for compliance with N.C.G.S § 143-128.2 and the Town's HUB Outreach Plan for approval by the Town. When contracts are awarded pursuant to this section, the Town shall provide for a dispute resolution procedure as provided in N.C.G.S. § 143-128(f1).

The CMAR shall provide a performance and payment bond to the Town in accordance with N.C.G.S § 44A-26 as more fully described in Section 8.10 below.

Section 8- Construction and Repair Services

8.0 Construction and Repair Services

Contracts for construction and repair services that do not require QBS are subject to the NC bidding procedures and thresholds, as well as the Town's policies for construction and repair contracts as shown in the construction and repair table (Table B).

Table B- Construction and Repair

The following local thresholds are established to govern construction/repair contracts.

Dollar Threshold	Minimum Requirements	Approval/Signature authority
$0 - $10,000	- Multiple quotes not required	Town Manager or Designee
$10,001 - $29,999	- Multiple quotes recommended	Town Manager or Designee
$30,000 - $499,999	- Informal bid procedure required	Town Manager or Designee or Town Board ($300,000+)
$500,000 or greater	- Formal bid procedure required	Town Board

8.1 Licensing Requirements

Pursuant to N.C.G.S § 87-1, a licensed general contractor must oversee construction of any building, highway, public utilities, grading, or any improvement or structure when the cost of the work is $40,000 or more. General contractor oversight is not required if the Town is

acting as its own general contractor by using its own forces (i.e. "force account work" as more fully described in Section 12). However, if the Town acts as its own general contractor, it must submit an owner-contractor affidavit to the local building inspector attesting to its eligibility to act as its own general contractor pursuant to N.C.G.S. § 87-14.

8.2 Minority Business Participation

The Town shall use good faith efforts to recruit and contract with minority business and adhere to the specific requirements for construction and repair contracts as set forth in the Town's Minority Business Participation Outreach Plan (**Exhibit D**), including all reporting requirements set forth therein.

8.3 Verifiable Percentage Goal for Participation by Minority Businesses

All building projects costing $100,000 or more, which are funded fully or in part with state appropriations or state grant funds shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of the work. This goal shall apply regardless of procurement method.

All locally funded building projects costing $300,000 or more shall have a verifiable ten percent (10%) goal for participation by minority business in the total value of the work. This goal shall apply regardless of procurement method.

8.4 Nondiscrimination

Pursuant to N.C.G.S. § 143-128.2(h), public building contracts shall be awarded without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition.

8.5 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 as follows:

(1) The Town shall not retain more than five (5) percent of any periodic payment due a prime contractor.

(2) When the project is 50% complete,[11] the Town, with written consent of the surety, shall discontinue retainage if the contractor continues to perform in a satisfactory manner and any identified nonconforming work has been corrected. If the Town determines that the contractor's performance is unsatisfactory, the Town may reinstate retainage of each subsequent periodic payment up to the maximum amount of 5%.

[11] The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.

(3) When a certificate of substantial completion is issued by the architect, engineer, or designer in charge of the project or upon beneficial occupancy, the Town, with written consent of the surety, must release all remaining retainage on payments to the contractor. However, the Town may retain sufficient funds to secure completion of the project or corrections on any work in an amount not to exceed two and a half (2.5) times the value of the remaining work to be completed or corrected.

(4) Upon the Town's receipt of a certificate of substantial competition from the architect, engineer, or designer in charge of the project that a subcontractor's work is acceptable and in accordance with the contract documents, "line-item release" of retained funds is required for "early finishing trades" that have completed 100% of their work prior to the completion of 50% of the project. Early finishing trades include structural steel, piling, caisson, and demolition. At the time of the release, the Town shall reduce the retainage for such trades to five-tenths percent (.5%) of the contract.

(5) Following 50% completion of the project, the Town is also authorized to withhold additional retainage, not to exceed five percent, from a subsequent periodic payment in order to allow the Town to retain two and a half percent (2.5%) through the completion of the project.

The existence of any third-party claims against the contractor or any additive change orders to the construction contract shall not be a basis for delaying the release of any retainage on payments.

Notwithstanding the above, the Town may also withhold payment to the contractor in addition to the amounts authorized by this section for unsatisfactory job performance, defective construction not remedied, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

8.6 Dispute Resolution

The dispute resolution process adopted by the State Building Commission pursuant to N.C.G.S. § 143-135.26(11), or an alternative dispute resolution process adopted by the Town, will be available to all parties involved in Town projects for the erection, construction, alteration, or repair of any building. The applicable process will be available for issues arising out of the construction contract or construction process. The parties may require participation in the applicable process for any issues arising out of the contract or construction process when the amount in controversy is at least $15,000. The parties may mutually agree to participate in the applicable process when the amount in controversy is less than $15,000.

8.7 Contracts for Building Projects Exceeding $300,000

Contracts involving the erection, alteration, or repair of buildings ("building projects") exceeding $300,000 in cost are also subject to additional statutory requirements as set forth in Sections 8.8, 8.9, and 8.10.

The additional requirements do not apply to:
(1) Contracts for construction and repair contracts not involving buildings;
(2) The purchase and erection of prefabricated or relocatable buildings or portions thereof, except that portion of the work which must be performed at the construction site; and
(3) Building projects costing $300,000 or less.

8.8 Methods for Awarding Building Project Contracts

Building projects costing more than $300,000 shall be awarded pursuant to any of the following methods:
(1) Separate-prime bidding
(2) Single-prime bidding
(3) Dual bidding
(4) CMAR
(5) Design-build
(6) Design-build bridging
(7) Public-private partnership
(8) Alternative contracting methods authorized by the State Building Commission pursuant to N.C.G.S. § 143-135.26(9)

8.9 Preparation of Separate Specifications

At a minimum, separate specifications shall be prepared for each of the following subdivisions or branches of work to be performed in relation to building projects when the cost thereof is greater than $300,000:
(1) Heating, ventilating, air conditioning and accessories (separately or combined into one conductive system), refrigeration for cold storage (where the cold storage cooling load is 15 tons or more of refrigeration), and all related work.
(2) Plumbing and gas fittings and accessories, and all related work.
(3) Electrical wiring and installations, and all related work.
(4) General work not included in subdivisions (1), (2), and (3) of this subsection relating to the erection, construction, alteration, or repair of any building.

The above enumeration of subdivisions or branches of work shall not be construed to prevent the preparation of additional specifications for any other category of work.

8.10 Performance and Payment Bonds

Performance and payment bonds are required for each construction or repair contract over $50,000 when the total cost of the construction or repair project exceeds $300,000.

Performance bonds shall be for 100% of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. The performance bonds shall be solely for the protection of the contracting body that is constructing the project. The performance bond shall become effective upon the awarding of the construction contract must be issued by a company legally

authorized to do business in NC.

Payment bonds shall be for 100% of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. Payment bonds shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor, or construction manager at risk is liable. The payment bond shall become effective upon the awarding of the construction contract and must be issued by a company legally authorized to do business in NC.

8.11 Rejection of Formal Bids

Bids for construction or repair work contracts with an estimated cost of $500,000 or more (formal bid range) may only be rejected by the Town Board.

Section 9- Other Services

9.0 Other Services

Contracts for services not involving construction or repair, and which do not constitute professional services requiring QBS, are not subject to the NC bidding procedures and thresholds. However, multiple quotes are recommended for procurement of other services with an anticipated cost in excess of $10,000. Best efforts should be made to utilize the Town's standard service contract template when contracting for other services.

9.1 Installations

When determining whether an "installation" service involves construction or repair, consideration should be given to whether a general contracting license is required to perform the installation. If so, the installation should be treated as a construction or repair service subject to NC bidding procedures and thresholds instead of a service that is not subject to the established bidding procedures and thresholds.

Section 10- Formal Bidding Procedures

10.0 Formal Bidding Thresholds

Unless one of the exceptions to the formal bidding requirements as more fully discussed in Section 12 applies, construction and repair work with an estimated cost of $500,000 or more and purchases of apparatus, supplies, materials, or equipment with an estimated cost of $90,000 or more are subject to the formal bidding procedures set forth in N.C.G.S. § 143-129. Contracts subject to the formal bidding procedures must be awarded to the lowest, responsive,[12] responsible bidder[13] taking into consideration quality, performance, and the

[12] A bid is responsive of it meets all applicable legal requirements and conforms substantially to the bid specifications.
[13] A bidder is responsible if the bidder has the skill, judgment, and integrity necessary to faithfully perform the contract, has sufficient financial resources to perform the contract, and has the ability to perform the contract.

time specified in the bid proposals for the performance of the contract.

10.1 Advertisement of Contracts within the Formal Bidding Threshold

Contracts subject to formal bidding procedures must be advertised in a newspaper of general circulation in the Town, online, or both seven (7) days prior to the opening of bids.[14]

The advertisement shall:
(1) state the time and place where plans and specifications of proposed work or a complete description of the apparatus, supplies, materials, or equipment may be had;
(2) state the time and place for opening of the proposals; and
(3) reserve to the board or governing body the right to reject any or all proposals.

10.2 Form of Formal Bids

Formal bids must be sealed. However, reverse auction and electronic bidding may be used as alternative competitive bidding methods for purchase contracts subject to the formal bidding procedures in accordance with N.C.G.S. § 143-129.9.

Reverse auctions shall not be utilized for the purchase or acquisition of construction aggregates, including but not limited to, crushed stone, sand, and gravel.

10.3 Deposit or Bid Bond Required

Bids for construction and repair contracts subject to formal bidding procedures must be accompanied by a deposit of cash, a cashier's check, or certified check from a bank insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five (5) percent of the proposal. This deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required herein.

In lieu of a deposit, the bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina, conditioned that the surety will make payment to the Town if the bidder fails to execute the contract in accordance with the bid bond.

10.4 Minimum Number of Formal Bids

A minimum of three bids must be received for construction and repair contracts subject to the formal bidding procedures. If the minimum number of bids is not received, the Town shall readvertise for bids. After readvertisement, the Town may award the contract to the lowest, responsive, responsible bidder even if three bids are not received. There is no minimum bid requirement for contracts for the purchase of apparatus, supplies, materials, or equipment subject to the formal bidding procedures.

10.5 Deviations

[14] *See supra* note 10.

Minor deviations or defects in bid submittals can be waived if the waiver does not disadvantage other bidders. Material deviations in bid submittals or statutory requirements may not be waived. Under no circumstances may the bidder modify or correct their bid.

10.6 Withdrawal of Bids

A formal bid can be withdrawn without any bid deposit or bond being forfeited at any time before the bid opening. However, once the bids have been opened, a bidder can withdraw their bid without forfeiting any bid deposit or bond only if the bid price was based on a substantial error that was clerical in nature (not a judgment error) and the bid was submitted in good faith.

The substantial error must have been due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment or services made directly in the compilation of the bid.

A request to withdraw a bid after the bid opening must be made to the Town in writing no later than 72 hours after the opening of the bids, or for a longer period as may be specified in the instructions to bidders provided prior to the opening of the bids.

Upon receipt of a request to withdraw a bid, the Town shall promptly hold a hearing on the request. Reasonable notice of the time and place of the hearing shall be provided to the bidder requesting withdrawal. The bidder, either in person or through counsel, may appear at the hearing and present any additional facts and arguments in support of the request to withdraw the bid. The Town shall issue a written ruling allowing or denying the request to withdraw within five days after the hearing.

If the Town finds that the price bid was based upon a mistake of the type described in the first and second paragraphs of this section, then the Town shall issue a ruling permitting the bidder to withdraw without forfeiture of any bid bond or deposit. However, no withdrawal of a bid which would result in the award of the contract on another bid of the same bidder, the bidder's partner, or to a corporation or business venture owned by the bidder or in which the bidder has interest shall be permitted.

If the Town finds that the price bid was based upon a mistake not of the type described in the first and second paragraph of this section, then the Town shall issue a ruling denying the request to withdraw and requiring the forfeiture of any bid bond or deposit.

A denial by the Town of the request to withdraw a bid shall have the same effect as if an award had been made to the bidder and a refusal by the bidder to accept had been made, or as if there had been a refusal to enter into the contract, and the bidder's bid deposit or bid bond shall be forfeited.

Any ruling by the Town denying a request to withdraw may be appealed by the bidder within

20 days after receipt of said ruling by filing a civil action in any court of competent jurisdiction in North Carolina.

If a bid is successfully withdrawn, action on the remaining bids shall be taken as though the withdrawn bid had not been received. Notwithstanding the foregoing, the withdrawn bid will count for the purposes of satisfying the minimum number of bids required in Section 10.4. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract or work agreement for, any person to whom a contract or a subcontract is awarded in the performance of the contract for which the withdrawn bid was originally submitted, without the prior written approval of the Town. Violators of the provisions of the foregoing sentence shall be guilty of a Class 1 misdemeanor.

If it is necessary to readvertise the contract pursuant to Section 10.9, any bidder who filed a request to withdraw their original bid for the contract shall not be permitted to rebid.

10.7 Public Bid Opening

All sealed bids shall be opened in public, and the contract shall be awarded to the lowest, responsive, responsible bidder. Proposals may be rejected for any reason determined by the awarding authority to be in the best interest of the Town.

Sealed bids become public records once opened.

10.8 Negotiations

In the event the lowest, responsive, responsible bid is in excess of funds available for the formally bid project or purchase, the Town is authorized to enter negotiations with the lowest, responsive, responsible bidder by making reasonable changes in the plans and specifications as may be necessary to bring the contract price within the funds available.

10.9 Readvertising

If a contract cannot be let under the above conditions, including negotiations as permitted in Section 10.8, the contract must be readvertised after having made such changes in plans and specifications as may be necessary to bring the cost of the project or purchase within the funds available therefor.

Section 11- Informal Bidding Procedures

11.0 Informal Bidding Thresholds

All contracts for construction and repair work with an estimated cost between $30,000 and $499,999 and for purchases of apparatus, supplies, materials, or equipment with an estimated cost between $30,000 and $89,999 are subject to the informal bidding procedures as set forth in N.C.G.S. § 143-131 and must be awarded to the lowest, responsive, responsible bidder taking into consideration quality, performance, and the time specified in the bids for the

performance of the contract.

11.1 Form of Informal Bids

No specific form is required for informal bids.

11.2 Minimum Number of Informal Bids

There is no minimum number of bids for purchase and construction or repair contracts subject to the informal bidding thresholds and procedures.

11.3 Deviations

Minor deviations or defects in bid submittals can be waived if the waiver does not disadvantage other bidders. Material deviations in bid submittals or statutory requirements may not be waived. Under no circumstances may the bidder modify or correct their bid.

11.4 Record of Bids

Any department entering a contract pursuant to the informal bidding procedures must keep a record of all bids submitted as required by the adopted retention schedule. The record of bids (and bid documents) shall become public record when the contract is awarded.

Section 12- Exceptions to Competitive Bidding Requirements

12.0 Exceptions to Competitive Bidding Requirements

The Legal Department should be consulted prior to letting a contract under an exception to the competitive bidding requirements in order to ensure that the exception's application is appropriate and that all procedural requirements for the application of the exception are satisfied.

12.1 Common Exceptions to the Competitive Bidding Requirements

Exceptions to the competitive bidding requirements include:

1) Purchase, lease, or acquisition of apparatus, supplies, materials, or equipment from other units of government pursuant to N.C.G.S. § 143-129(e)(1).
    - Applies to informal and formal purchases, leases, and acquisitions directly from another unit of federal, state, or local government in the United States.

2) Emergency pursuant to N.C.G.S. § 143-129(e)(2).
    - Applies to contracts for informal and formal purchases and construction and repair work to address present, immediate, and existing cases of special emergency involving the health and safety of the people or their property. However, this exception does not apply to purchases made to address anticipated circumstances

that may arise in the future.
- This exception is not applicable if the Town can comply with the competitive bidding requirements without causing harm to public health and safety or damage to property.
- Despite the applicability of the exception for state law purposes, federal regulations may require compliance with competitive bidding procedures for contracts involving the use of federal funds.

3) Group purchasing programs pursuant to N.C.G.S. § 143-129(e)(3).
   - Applies to informal and formal purchases made through a group purchasing program, which is a formally organized program that uses a competitive bidding process and offers discount prices to at least two (2) or more public agencies.

4) Change orders pursuant to N.C.G.S. § 143-129(e)(4).
   - Applies to construction and repair work undertaken during the progress of a construction or repair project that was competitively bid pursuant to the formal or informal bidding procedures and which is within the scope of the original project.

5) Fuel purchase pursuant to N.C.G.S. § 143-129(e)(5).
   - Applies to purchases of gasoline, diesel fuel, alcohol fuel, motor oil, fuel oil, or natural gas less than $30,000.
   - When the cost of the purchase is $30,000 or more (including purchases that would otherwise be in the formal bidding range), informal bidding requirements apply.
6) Sole source purchases pursuant to N.C.G.S. § 143-129(e)(6).
   - Applies to informal and formal purchases when performance or price competition is not available, the product is available from only one source, or standardization or compatibility is the overriding consideration for the purchase.
   - All sole source purchases must be approved by the Town Board prior to award of the contract and this approval may not be delegated.

7) Purchase of information technology through contracts established by the North Carolina Department of Technology pursuant to N.C.G.S. § 143-129(e)(7).

8) Guaranteed energy savings contracts ("GESC") pursuant to N.C.G.S. § 143-129(e)(8).
   - Applies to GESC for construction or repair work and related purchases for improvements to existing facilities to achieve energy savings sufficient to pay for the costs of the improvements over the term of the contract.
   - These contracts are governed by Article 3B of Chapter 143 of the N.C.G.S.

9) State contract purchases pursuant to N.C.G.S. § 143-129(e)(9).
   - Applies to purchases from vendors under contract with any North Carolina state agency, so long as the vendor is willing to sell the same item under the same or more favorable prices, terms, and conditions as offered under the state contract.

10) Federal contract purchases pursuant to N.C.G.S. § 143-129(e)(9a).

- Applies to purchases from vendors under contract with any federal agency, so long as the vendor is willing to sell the same item under the same or more favorable prices, terms, and conditions as offered under the federal contract.

11) Used good purchase pursuant to N.C.G.S. § 143-129(e)(10).
- Applies to purchases of used goods from a public or private entity.
- Remanufactured, refabricated, or demo goods are not included under this exception.

12) Piggyback pursuant to N.C.G.S. § 143-129(g).
- Applies to purchases from any person or entity that has, within the previous 12 months, after having completed a public, formal bid process substantially similar to that required by N.C.G.S. § 143-129 contracted to furnish apparatus, supplies, materials, or equipment to any federal, state, or local government in the U.S if the person or entity is willing to furnish the items at the same or more favorable prices, terms, and conditions as those provided under the contract with the other unit or agency.
- Only applies to purchases in the formal bid range and requires Town Board approval at a regular meeting after at least 10 days' public notice.

13) Force account work pursuant to N.C.G.S. § 143-135.
- Construction or repair work undertaken by the Town when:
  i. the work is performed by Town officers or agendas using force account qualified labor on the Town's permanent payroll; and
  ii. either the total cost of the project, including without limitation all direct and indirect costs of labor, services, materials, supplies, and equipment, does not exceed $500,000 or the total cost of labor on the projection does not exceed $200,000.

Section 13- Prequalification

13.0 Prequalification

Prequalification is a process to impartially determine whether potential bidders are qualified to bid on a specific construction or repair work project by evaluating their skill, judgement, integrity, sufficiency of financial resources, and ability to faithfully perform under the contract.

Bidders may only be prequalified for construction or repair work when:
(1) The Town is using separate-prime, single-prime, or dual bidding construction methods.
(2) An assessment tool and criteria for the construction or repair work project,[15] including prequalification scoring values and minimum required scores for prequalification, have been adopted by the Town Board.

Prequalification may not be used for the selection of any qualification-based services as

[15] The assessment tool and criteria must be rationally related to the specific construction or repair work project.

addressed in Section 7 of this Policy.

13.1 Prequalification Procedures

The prequalification procedures set forth in this Section 13.1 shall apply equally to all potential bidders for construction and repair work contracts that the Town opts to prequalify bidders for.

Upon adoption of an assessment tool and criteria for the construction or repair work project pursuant to Section 13.0, the department letting the contract for the project shall establish a prequalification application form incorporating the adopted assessment tool and criteria for the project.

At a minimum, the application form for the project:
(1) Must clearly state the prequalification criteria and assessment process for the project;
(2) Must permit bidders to submit history or experience with projects of similar size, scope, or complexity; and
(3) Must not require that the bidder have been previously awarded a construction or repair work project by the Town.

The application form should require the potential bidders to address the following additional information:
(1) Contact information. Including address, telephone number, and email address for notice of decision.
(2) Organizational Structure. Including a list of all owners, officers, partners, or individuals authorized to represent or conduct business on behalf of the potential bidder.
(3) Classification. Including all required licensures and the type of work typically performed by the potential bidder.
(4) Financial status. Including a minimum of one year of complete, audited financial statements from the most current period available.
(5) Litigation/Claims. Information regarding the potential bidder's litigation history and any outstanding litigation claims.
(6) Timeliness. Information regarding its success at completing projects on time, including the payment of liquidated damages resulting from missed deadlines.
(7) Capacity. Information demonstrating sufficient bonding capacity, insurance, and resources, and manpower for the project.
(8) Safety. Information demonstrating an acceptable safety history including copies of any complaints, safety violations, or reports from the North Carolina Qualifications Board, OSHA, or any other regulating agency.

All potential bidders who meet the prequalification criteria, as determined by the Town, shall be prequalified to bid on the construction or repair work project.

If the Town opts to prequalify potential bidders for a construction or repair work project, bids submitted during the solicitation period by any bidder not prequalified shall be deemed nonresponsive unless the bidder successfully protests the denial of prequalification pursuant

to Section 13.4.

Notwithstanding the foregoing, if the construction or repair work project involves federal funding, potential bidders shall not be precluded from qualifying during the solicitation periods in accordance with Article 3, Section N of the Town's Uniform Guidance Procurement Policy (**Exhibit B**).

13.2 Notice of Prequalification Opportunity

Notice of the prequalification opportunity shall be posted on the Town's website for a minimum of one week and state where the application form may be obtained and the deadline for submitting the application for prequalification. Incomplete applications will be rejected or returned for further detail or correction in the sole discretion of the Town.

13.3 Notice of Prequalification Decision

Potential bidders shall be promptly notified of the Town's prequalification decision via e-mail. Notifications denying prequalification shall include the reason(s) for denial. Notice shall be provided prior to the advertisement of any request bids for the project and with sufficient time for a potential bidder to protest the denial of prequalification in accordance with Section 13.4.

13.4 Prequalification Protest Procedures

The following protest procedures shall apply to denials of prequalification:

(1) Any party wishing to protest (the "Protestor") a denial of prequalification shall, within 72 hours of receiving the Town's intent to deny prequalification, deliver a written statement to the Town Clerk outlining:
   a. the specific actions being protested;
   b. how the Protestor was harmed by the protested action; and
   c. any relief requested.

(2) The Town Clerk will inform the Town Manager and Deputy Town Manager that a formal protest has been received.

(3) The Town Manager and/or Deputy Town Manager will review the written protest statement for merit.

(4) During the review process, the Town Manager and/or the Deputy Town Manager will consult with the Director of the department which prequalified the potential bidders. An interview may be requested with the Protestor.

(5) The Town Manager and/or Deputy Town Manager will, within 10 days of receiving the protest, make a final determination concerning the protest after a complete review of the data and interview with the Protester, when applicable.

(6) The Protester will be notified, in writing, of the decision of the Town Manager. The decision of the Town Manager concerning the protest is final.

Section 14- Procurement Procedures

14.0 Procurement Procedures

Each department is responsible for submitting purchase order requisition forms to and securing purchase orders from the Finance Department prior to Town funds being disbursed. The procurement procedures discussed in this Section 14 apply in addition to the other contracting procedures detailed in this Policy.

14.1 Purchase Order Requisitions

For all procurements exceeding $10~~3~~,000 (excluding sales tax and including freight), a purchase order requisition form and supporting documentation (i.e. price quotes) must be submitted to the Finance Department for approval prior to the issuance of a purchase order.

14.2 Purchase Orders

Purchase orders are required for all procurements exceeding $10~~3~~,000 (excluding sales tax and including freight). Purchase orders are generated by the Finance Department from the purchase order requisitions submitted pursuant to Section 14.1. Purchase orders must be pre-audited by the Finance Director. Vendors that are issued a purchase order must have a vendor number assigned by the Finance Department after the submission of a vendor form, W-9, and certificate of insurance, when required. Purchase orders may be issued by the Finance Department for purchases less than $10~~3~~,000 upon request of the vendor.

Employees shall not obligate Town funds prior to receipt of a purchase order unless utilizing a Town-issued procurement card in accordance with the Town's Electronic Payment Policy (**Exhibit A**).

14.3 Emergency Procurement

Notwithstanding Sections 14.1 and 14.2 above, emergency procurement procedures may be utilized for present, immediate, and existing cases of special emergency involving the health and safety of the people or their property.

If the emergency occurs during Town Hall business hours, the department director for the department experiencing the qualifying emergency shall contact the Finance Department and provide the following information for the emergency procurement:

(1) Vendor or business name;
(2) Requesting department;
(3) Name of requestor; and
(4) Approximate cost of the procurement.

Upon receipt of the above information, the Finance Department shall issue a verbal emergency purchase order number. As soon as practicable, the department director shall provide the Finance Department with a purchase order requisition form for the emergency

purchase order.

If the emergency occurs outside of Town Hall business hours, the department director for the department experiencing the qualifying emergency shall assume full responsibility for determination that an emergency exists and approve necessary procurement. The department director should advise the vendor of the emergency and that a purchase order will be processed as soon as possible. The Finance Department shall make best efforts to process the purchase order within 24 hours of the purchase.

14.4 Cancellation of Purchase Orders

When a purchase order requires cancellation, the department requesting the cancellation shall cancel the order by contacting the vendor or business. Written confirmation from the vendor or business acknowledging the cancellation must be submitted to the Finance Department.

Any contract associated with the purchase order should also be terminated by the department requesting the cancellation. Written confirmation of the termination from the vendor or business acknowledging the termination must be submitted to the Finance Department.

14.5 Change Orders for Construction Contracts

Change orders for construction contracts must be submitted to the Finance Department in writing and provide a detailed breakdown of the proposed changes in price and scope of work.

Change orders requiring additional funding must be pre-audited. Any change order for which funds are not available within the project's budget require a budget amendment.

Any contract associated with a change order should be amended to reflect the changes contained in the change order.

14.6 Confidentiality of Cost Estimates

Pursuant to N.C.G.S. § 133-33, at the discretion of the Department Director, cost estimates prepared by the Town may be kept confidential and not disclosed until after the opening of bids. Notwithstanding the above, any itemization within a cost estimate shall be confidential and not disclosed until after the opening of the bids.

Section 15- Required Contract Terms for External Contracts

15.0 Required Contract Terms

When using an external contract as described in Section 2.1, the following information must

be included in the external contract:

(1) Names of the parties.
(2) Date the agreement is effective and the date the contract ends (termination date).
(3) Acceptable methods of notice and the names and addresses where any notices should be sent.
(4) Payment terms and methods.
(5) Responsibilities and obligations of the parties.
(6) Insurance provisions.
(7) Pre-audit certification.
(8) Procedures for early termination of the agreement and termination for default.

The terms and conditions in the Town's External Contract Addendum (**Exhibit C**), as may be amended from time to time, shall also be included in the external contract.

Section 16- Capital Assets

16.0 Capital Assets Defined

Governmental Accounting Standards Board (GASB) Statement No. 34 defines capital assets as including the following: "…vehicles, machinery, equipment, works of art and historical treasures, … and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period."

16.1 Capital Asset Management

Each department director or their designee is responsible for maintaining an accurate inventory of the tangible capital assets under the control of their department, including the year, make, model, and VIN of all vehicles and the brand, model, serial number, and other identifying information of machinery and equipment. Newly purchased vehicles, machinery, equipment, and other tangible assets should be reported to the Finance Department within five (5) business days from the date of receipt of the asset. If the value of the asset exceeds $1,000, notice of the purchase should also be reported to the Town's Risk Manager within five (5) business days for inclusion of the asset in the Town's insurance coverage.

Lost, stolen, sold, retired, decommissioned, or otherwise disposed of capital assets should be reported to the Finance Department within five (5) business days of the disposition of the asset. The Risk Manager should also be informed of the disposition of assets exceeding $1,000 in value within five (5) business days so that the asset may be removed from the Town's insurance coverage.

Section 17- Surplus Personal Property

17.0 Surplus Personal Property Defined

Surplus personal property is defined as any Town-owned personal property that the

continued use of is uneconomical or inefficient or which serves no governmental function or further use to the Town.

17.1 Authority to Declare Personal Property as Surplus

Pursuant to § 160A-266, personal property may be declared as surplus by the Town Manager when the value of any one item of the personal property or group of personal property items is valued at less than $30,000. The Town Board shall declare personal property valued above $30,000 as surplus.

17.2 Procedure to Declare Personal Property as Surplus

It shall be the duty of each department director to notify the Town Manager of personal property within their department that they believe to be surplus as defined in Section 17.0. The notification shall be in the form of a written memorandum describing the property including the age, type, quantity, and estimated value of the property. The memorandum shall also include the reason that the property is believed to be surplus.

If the property is valued at less than $30,000, the Town Manager shall review and evaluate the memorandum, considering all relevant feasible uses of the property and determine whether the property should be declared as surplus. The Town Manager shall notify the department director of his or her decision as to whether the property has been declared surplus.

For personal property valued above $30,000, the memorandum describing the property shall be added to a Town Board agenda for consideration and the Town Board shall determine whether the property should be declared surplus.

17.3 Disposal of Surplus Personal Property Valued Less Than $30,000

Pursuant to N.C.G.S. § 160A-266(c), the Town Manager is authorized to:

1) set the fair market value of surplus property valued less than $30,000 using reasonable means of valuation;
2) sell the property efficiently and economically via any method of sale authorized by N.C.G.S. § 160A-266; and
3) convey title to the property without further action by the Town Board.

The Administration Department shall keep a record of all property sold pursuant to this Section 17.3 and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

17.4. Disposal of Surplus Personal Property Valued Greater Than $30,000

Surplus personal property valued greater than $30,000 may be disposed of pursuant to any method of sale authorized by N.C.G.S. § 160A-266, including by private negotiation and

sale in accordance with Section 7.3 of the Town Charter, and the selected method's procedural requirements as set forth in Article 12 of Chapter 160A of the N.C.G.S.

17.5 Discarding Personal Property

Notwithstanding Sections 17.3 and 17.4, the Town Manager may discard any personal property that:

1) is determined to have no value;
2) remains unsold or unclaimed after the Town has exhausted efforts to sell the property using any applicable procedure under Section 17.3 and 17.4; or
3) poses a potential threat to the public health or safety.

Section 18- Amendments

This Policy and the policies attached hereto are administrative in nature and may be amended from time to time by the Town Manager, upon the review and advice of the Town Attorney, as necessary to comply with legislative changes.

Town of Huntersville Purchasing and Contracting Policy Appendix

Electronic Payment Policy……Exhibit A

Uniform Guidance Policies……...Exhibit B

External Contract Addendum……..Exhibit C

Minority Business Outreach Plan……Exhibit D

Delegation of Contracting Authority……...Exhibit E

QBS Exemption Form……...Exhibit F

CONTRACTING AND PURCHASING POLICY

EXHIBIT A
Electronic Payment Policy

	Title: Town of Huntersville Electronic Payment Policy
	Description: Outlines the Town's electronic payment procedures.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE ELECTRONIC PAYMENT POLICY

Section 1- Purpose

This Electronic Payment Policy ("Policy") is intended to establish internal controls and procedures for the execution of electronic payments by the Town of Huntersville (the "Town"). All electronic payments shall comply with applicable pre-audit and disbursement requirements set forth in North Carolina General Statutes ("N.C.G.S.") § 159-28 and the rules for electronic payments as adopted by the Local Government Commission (the "LGC").

Section 2- Definitions

The following definitions shall apply to this Policy:

Electronic Payment
Payment by charge card, credit card, debit card, gas card, procurement card, or electronic funds transfer.

Encumbrance System
The system used by the Town to track obligations. As of the date of this Policy adoption, the Town's electronic encumbrance system is Munis Financials.

Electronic Funds Transfer ("EFT")
A transfer of funds by using an electronic terminal, a telephone, a computer, or a magnetic tape to instruct or authorize a financial institution or its agent to credit or debit an account.

Automated Clearing House ("ACH")
An ACH is a computer-based electronic funds transfer network that facilities payments between participating financial institutions.

Section 3- Applicability

This Policy and the procedures included herein shall apply to all electronic payments made by any Town personnel or paid from Town funds. This Policy shall supersede the Town's Procurement Card Policy adopted on May 7, 2018.

Section 4-Roles and Responsibilities

In addition to roles and responsibilities of the Finance Department described in Section 5 below, the Finance Department, in conjunction with each department director, is responsible for ensuring employee compliance with this Policy as may be updated from time to time.

Section 5-Policy

In accordance with N.C.G.S. § 159-28, it is the Town's policy that the Finance Director or Deputy Finance Officer[16] shall preaudit Town obligations and approve or disprove disbursements of Town Funds, including those obligations and disbursements associated with electronic payments.

As required by the rules for electronic payments adopted by the LGC and incorporated into the North Carolina Administrative Code ("NCAC") at 20 NCAC 03.0409 and 20 NCAC 03.0410:

1) A resolution authorizing the Town to engage in electronic payments as defined by N.C.G.S. § 159-28 was adopted on May 7, 2018.
2) The Finance Department utilizes an encumbrance system for tracking obligations.
3) This Policy incorporates internal controls to ensure that:
   A) the amount claimed is payable;
   B) there is a budget, project, or grant ordinance appropriation authorizing the expenditure;
   C) sufficient budgeted monies remain within the appropriation to cover the amount that is expected to be paid out during the current fiscal year if accounted for in the budget ordinance, or to cover the entire amount if accounted for in a project or grant ordinance;
   D) the amount of the transaction is recorded in the Town's encumbrance system;
   E) that the unit has sufficient cash to cover the payment.
4) The Finance Department is responsible for providing training to all personnel regarding this Policy and the procedures that shall be followed before undertaking an electronic payment; and
5) The Finance Department is responsible for providing the Town Board with a monthly budget-to-actual statement including the information required by the 20

[16] The Deputy Town Manager is approved by the Board of Commissioners for the Town of Huntersville (the "Town Board") to act as Deputy Finance Officer pursuant to Chapter 159 of the N.C.G.S. The Deputy Finance Officer and Town Manager are authorized by the Town Board to countersign checks and drafts on official depository pursuant to N.C.G.S § 159-25(b).

NCAC 03 .0409(a)(5).

Section 6- Procedures

6.0 Procedures

To ensure that the procedural preaudit and disbursement requirements for each type of electronic payment as described in Sections 6.1 to 6.4 below are met, the following procedures shall apply.

6.1 Town Procurement Card Procedures

1) SCOPE AND TERMS OF USE

Procurement cards should only be used when:

A) The items and/or services to be purchased are for the official Town business. The use of a Town procurement card to acquire or purchase goods or services for reasons other than the official use of the Town is fraudulent use and will be handled according to the disciplinary procedures as listed in the Town's Personnel Policy.

B) The types of items and/or services to be purchased are an appropriate use of the card. Examples of appropriate uses include payment for training registrations, educational tools such as books, travel expenses, to reduce the number of credit accounts with local suppliers, and other items or services as may be determined by the Finance Director. The card may not be used to purchase alcoholic beverages.

C) The cost of the proposed purchase does not exceed the transaction limit agreed to by the employee and the department director as documented in the Enrollment Form on file with the Finance Department. The cardholder must retain vendor receipts and records of orders to reconcile monthly procurement card statements. Failure to submit receipts and/or records of purchases may result in the employee reimbursing the Town for the full amount charged to the procurement card. Repeated failures to submit receipts and/or records of purchases may result in revocation of the procurement card and/or disciplinary actions as described in the Town's Personnel Policy.

2) ISSUANCE AND CANCELLATION

Procurement cards may be issued upon the recommendation of an employee's department director, or in the case of a department director, upon the recommendation of the Town Manager or Deputy Town Manager ("Town Management"). Each cardholder must sign and complete an Enrollment Form (see attached) prior to card issuance. The Enrollment Form must include a transaction limit as approved by the enrolling employee's

department director or, in the case of a department director, Town Management.

Enrollment Forms will be reviewed for completeness by the Finance Director prior to card issuance.

The Finance department is to be notified immediately when a card is lost, misplaced, or stolen so that appropriate account cancellation can be achieved.

Department directors or Town Management should notify the Finance Director upon a cardholder's separation from Town employment to facilitate the cancellation of the account. The card will be destroyed by the Finance Department.

3) PAYMENT OF CHARGES

The Finance Department, in coordination with each department, will ensure and certify that sufficient funds are available to pay for one month of anticipated procurement card purchases for all cardholders. The monthly transaction limit for each cardholder will be encumbered in compliance with state statutes to prevent spending over budgetary limits.

Each cardholder shall reconcile their monthly procurement card statement with their monthly receipts and records of purchase. Reconciled statements should be signed by the cardholder and forwarded to the department director or Town Management for review. Any disputed transactions will be referred to Finance.

The department director or Town Management will review the reconciled statement, mark the statement as "approved for payment", sign, and forward the statement and associated receipts and/or records of purchase to the Finance Department monthly. If the expense is for more than one account, the distribution of expenditures must also be marked on the statement.

Cardholders acknowledge that detailed receipts noting what was purchased and in sufficient detail to determine sales tax amount must be submitted.

6.2 Fuel Card Procedures

At the beginning of each fiscal year, the Finance Director will encumber each department's annual budgeted amount for fuel. Monthly fuel invoices for each department are reviewed by the corresponding department directors. Upon authorization for payment, the invoiced amount is then liquidated from the encumbrance system. At the end of the fiscal year, any remaining funds on the encumbrance will be completely liquidated. No remaining funds will be carried forward to the following year.

Fuel cards are specific to Town vehicles and do not allow for non-fuel purchases. Fuel cards should not be used to purchase fuel for vehicles that are not authorized.

6.3 Other Card Procedures

Certain Town departments utilize Lowe's Home Improvement and Sam's Club credit cards to purchase Town supplies. Similar to procurement cards, these cards may only be issued upon the recommendation of department directors or Town Management and after a transaction limit has been assigned to the card by the cardholder's department director or Town Management.
The Finance Department, in coordination with each department utilizing these types of cards, will ensure and certify that sufficient funds are available to pay for one month of anticipated card purchases for all cardholders. The monthly transaction limit for each cardholder will be encumbered in compliance with state statutes to prevent spending over budgetary limits.

Monthly card statements shall be reconciled with monthly receipts and records of purchase. Reconciled statements should be signed by the cardholder and forwarded to the department director or Town Management for review. Any disputed transactions will be referred to Finance.

The department director or Town Management will review the reconciled statement, mark the statement as "approved for payment," sign, and forward the statement and associated receipts and/or records of purchase to the Finance Department by the 10th of each month. If the expense is for more than one account, the distribution of expenditures must also be marked on the statement.

Cardholders acknowledge that detailed receipts noting what was purchased and in sufficient detail to determine sales tax amount must be submitted.

6.4 Electronic Funds Transfer (EFT) Procedures

EFTs are initiated and processed by designated Finance Department employees. It is the policy of the Town that the initiator of an EFT will:

1) Ensure that the amount claimed is payable.
2) Ensure there is an appropriate budget, project, or grant ordinance appropriation authorizing the expenditure.
3) Ensure that sufficient monies remain in the appropriation to cover the amount that is expected to be paid out in the current fiscal year if the expenditure is accounted for in the budget ordinance, or the entire amount if the expenditure is accounted for in a project or grant ordinance.
4) After determining that the Town has sufficient cash to cover the payment, an accounts payable entry sheet is prepared and pre-audited by the Finance Director.
5) In compliance with the dual signature requirement set forth by N.C.G.S. § 159-25, the Finance Director authorizes the payment and obtains the Deputy Finance Officer's[17] signature prior to disbursement of the payment.

[17]The Deputy Finance Officer and Town Manager are authorized to countersign checks and drafts on official depository in order to satisfy the dual signature requirements of N.C.G.S. § 159-25.

6.5 Automated Clearing House (ACH) Payment Procedures

ACH payments are initiated by the Finance Department through the Town's financial system. These are processed similar to check payments and are automatically subjected to the Town's pre-audit requirements to ensure that funds are available in the account before the payment is authorized and processed. The ACH initiator will:

1) Ensure that the amount claimed is payable.
2) Ensure there is an appropriate budget, project, or grant ordinance appropriation authorizing the expenditure.
3) Ensure that sufficient monies remain in the appropriation to cover the amount that is expected to be paid out in the current fiscal year if the expenditure is accounted for in the budget ordinance, or the entire amount if the expenditure is accounted for in a project or grant ordinance.
4) After determining that the Town has sufficient cash to cover the payment, an accounts payable entry sheet is prepared and pre-audited by the Finance Director.
5) In compliance with the dual signature requirement set forth by N.C.G.S. § 159-25, the Finance Director authorizes the payment and obtains the Deputy Finance Officer's[18] signature prior to disbursement of the payment.

It is also possible that arrangements may be made for funds to be automatically drafted from Town accounts to facilitate payments. In these circumstances, a Purchase Order should be established in advance to encumber either:

1) The total possible amount to be paid or
2) For cyclical or recurring drafts, the amount of a cycle or period, including a margin of safety if the amount is variable.

Section 7- Non-Compliance

Any obligation incurred in violation of the requirements set forth in N.C.G.S. § 153-28 is invalid and may not be enforced. Any employee who knowingly violates the provisions of this policy shall be subject to disciplinary action in accordance with the Town's Personnel Policy and may be held personally responsible for obligations incurred as set forth in N.C.G.S. § 153-28.

[18] The Deputy Finance Officer and Town Manager are authorized to countersign checks and drafts on official depository in order to satisfy the dual signature requirements of N.C.G.S. § 159-25.

TOWN OF HUNTERSVILLE
PROCUREMENT CARD ENROLLMENT FORM

(Complete Sections I through IV prior to submission to Finance Department.)

I. EMPLOYEE/CARDHOLDER INFORMATION: (TO BE COMPLETED BY EMPLOYEE)

Name:_____
(as it is to appear on card)

Department:_____

II. CARD LIMITS: (LEVEL TO BE SELECTED BY DEPARTMENT DIRECTOR)

	TRANSACTION	DAILY	MONTHLY
Level 1 _____	$ 250	$ 250	$ 250
Level 2 _____	$ 500	$ 1,000	$ 2,000
Level 3 _____	$ 1,000	$ 2,000	$ 4,000

III. APPROVAL: Department Director Signature: _____

IV. CARDHOLDER'S AGREEMENT (TO BE COMPLETED BY EMPLOYEE)

_____I have read the Electronic Payment Policy and agree to adhere to it. I further acknowledge that failure to comply with the Policy may result in disciplinary procedures pursuant to the Town of Huntersville Personnel Policy.

_____I understand that the use of the Town of Huntersville procurement card for small value purchases is a standard procedure of the Town.

_____I will be expected to use the Town of Huntersville procurement card issued to me as directed by my supervisor under the provisions of the Electronic Payment Policy.

_____Any purchases made with my card will be considered to be made by me and as such, will be my responsibility.

_____I will be responsible for the safe keeping of the Town of Huntersville procurement card issued to me and, if lost, I will report its loss immediately to my supervisor.

_____I understand that my personal credit will not be affected by any use of the Town of Huntersville procurement card, but that the Town reserves the right to check my personal credit prior to issuing a procurement card and at any time the procurement card is in my possession.

_____I understand that alcoholic beverage purchase on the Town card is not allowed.

_____I understand that failure to submit detailed supporting documentation (receipts) for purchases will result in me reimbursing the Town for the amount charged without a receipt AND for repeat offenses, loss of privilege of card usage and/or disciplinary actions

as described in the Town of Huntersville Personnel Policy.

_____Upon failure to submit two receipts within a three-month period, I understand my card usage will be subject to termination and that the card will be returned to my department director/ supervisor.

_____The use of a Town of Huntersville procurement card to acquire or purchase goods and services for reasons other than the official use of the Town of Huntersville is fraudulent use. An employee guilty of fraudulent use will be subject to disciplinary action, up to and including dismissal. In addition, I agree that any reimbursement owed the Town, as a result of this use, may be deducted from my wages or other moneys owed to me by the Town.

I have read, understand, and agree to the conditions above:

V. CARD RECEIPT: (TO BE COMPLETED AFTER CARD IS APPROVED AND ISSUED)

Card Account Number:_____

Cardholder's Signature:_____

Date:_____

CONTRACTING AND PURCHASING POLICY

EXHIBIT B

1) **Uniform Guidance Conflicts of Interest and Nondiscrimination Policy**

2) **Uniform Guidance Procurement Policy**

3) **Uniform Guidance Cost Principles Policy**

4) **Uniform Guidance Financial Management Policy**

5) **Uniform Guidance Property Management Policy**

6) **Uniform Guidance Subrecipient Monitoring and Management Policy**

	Title: Town of Huntersville Uniform Guidance Conflicts of Interest and Nondiscrimination Policy
	Description: Outlines conflict of interest requirements for federal contracts.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE
UNIFORM GUIDANCE CONFLICTS OF INTEREST
AND NONDISCRIMINATION POLICY

I. Objective.

The objective of this Uniform Guidance Conflict of Interest Policy and Nondiscrimination Policy ("Policy") is to establish rules regarding conflicts of interest and nondiscrimination and set guidelines for gifts and favors that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work paid for in part or whole by federal funds as required under 2 C.F.R. § 200.318(c)(1).

II. Policy.

A. Application of Policy.

This Policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work funded in whole or in part with federal financial assistance (direct or reimbursed). This Policy also applies to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town's Federal Grant Administrator ("Grant Administrator"), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The Town will follow all applicable local, state, and federal requirements when managing and expending federal funds, including those prohibiting discrimination. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Employee Responsibilities.

The Grant Administrator shall review the federal grant award terms and conditions to identify any additional conflicts of interest prohibitions or requirements associated with the federal grant award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this Policy and any additional prohibitions or requirements.

A. Conflicts of Interest.

In addition to the prohibition against self-benefiting from a public contract under N.C.G.S. § 14-234, no officer, employee, agent, or board member of the Town of Huntersville (the "Town") or any subrecipient may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1) the employee, officer, agent, or board member involved in the selection, award, or administration of a contract;
2) any member of his or her immediate family;
3) his or her partner; or
4) an organization which employs or is about to employ any of these parties.

Any officer, employee, agent, or board member with an actual, apparent, or potential conflict of interest as defined in this Policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

B. Gifts.

In addition to the prohibition against accepting gifts and favors from vendors and contractors under N.C.G.S. § 133-32, officers, employees, agents, and board members of the Town of Huntersville and any subrecipient are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than $25.00 which fall into one of the following categories may be accepted:

1) promotional items;
2) honorariums for participation in meetings; or
3) meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this Policy shall report the item to his or her immediate supervisor.

III. Nondiscrimination.

A. General.

It is the policy of the Town to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability, be excluded from participation in, be denied the befits of, or be otherwise subject to discrimination under any program or activity administered by the Town, including programs or activities that are funded in whole or part, with federal grant funds.

B. Specific Acts Prohibited.

To ensure compliance with Title 31 of the Code of Federal Regulations, Part 22 and other pertinent nondiscrimination authorities, the Town shall prohibit, at a minimum, the following practices in its administration of federal grant funds:

1) Denying to a person any service, financial aid, or other program benefit without good cause;
2) Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program;
3) Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4) Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5) Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6) Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7) Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8) Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9) Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;

10) Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

C. Complaint Tracking.

The Town shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. The Town shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome.

IV. Violation.

Employees violating this Policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

The Town must promptly disclose in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations potentially affecting the federal award. The Town must also report matters related to recipient integrity and performance in accordance with Appendix XIII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339.

V. Whistleblower Protections.

Town employees and employees of subrecipients shall not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract or grant. Statutory requirements for whistleblower rights and protections are addressed at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

	Title: Town of Huntersville Uniform Guidance Procurement Policy
	Description: Outlines procurement requirements for federal contracts.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE PROCUREMENT POLICY

I. Objective.

The objective of this Uniform Guidance Procurement Policy ("Policy") is to establish guidelines that meet or exceed the procurement requirements, including cost principles, for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction and repair work when federal funds are being used in whole or in part to pay for the cost of the contract.

II. Policy.

A. Application of Policy.

This Policy applies to contracts for construction or repair or for the procurement of goods or services that are funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or subrecipient of federal funds (collectively, "Federal Contracts"), except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F.R. Part 200.

All Federal Contracts are subject to the Procurement Requirements, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state passthrough agency that awarded the funds. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. In conjunction with the Town department utilizing the federal funds, the Town's Grant Administrator, as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The Town will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law. No expenditure of federal funds shall be made unless it is determined that the expenditure is an eligible use of funds and an allowable cost based on the applicable federal program requirements and conditions of the award as determined in accordance with the Town's Uniform Guidance Cost Principles Policy.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Approval and Modification.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. General Procurement Standards and Procedures.

The following standards and procedures, unless otherwise stated, apply to all Federal Contract solicitations:

A. Necessity.

Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. Town departments should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other Town departments and/or governmental agencies that have similar needs to consolidate procurements and services to obtain better pricing.

B. Cost Reduction.

Town departments are encouraged to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. Town departments are further encouraged to use value engineering clauses in Federal Contracts for construction or repair that are of sufficient size to offer reasonable opportunities for cost reductions.

C. Clear Specifications.

All solicitations must incorporate a clear and accurate description of the technical requirements for the property, equipment, or service to be procured, and shall include all other requirements which bidders or proposers must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that unduly restrict competition.

D. Notice of Federal Funding.

All bid solicitations for Federal Contracts must acknowledge the use of federal funding. In addition, all prospective bidders or proposers must acknowledge that funding is contingent upon compliance with all terms and conditions of the federal funding award.

E. Compliance by Contractors.

All Federal Contract solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

F. Use of Brand Names.

When possible, performance or functional specifications are preferred to allow for more competition, leaving the determination of how to reach the required result to the Federal Contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

G. Lease versus Purchase.

Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

H. Consideration of small, minority, women's, and veteran-owned businesses, and labor surplus area firms.

For all federal contract procurements that equal or exceed the Micro-Purchase Threshold (currently $15,000), the Town department responsible for the solicitation, when possible, must consider minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms[19]. Consideration must include:

1. These business types are included on solicitation lists;
2. These business types are solicited whenever they are deemed eligible as potential sources;
3. Dividing procurement transactions into separate procurements, when economically feasible, to permit maximum participation by these business types;
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring a contractor under a federal award to apply the steps listed in paragraphs 1-5 of this Subsection H to subcontracts.

I. Documentation and Record Retention.

Town departments must maintain records detailing the history of all Federal Contract procurements, including program-specific eligibility of use and allowable cost

[19] Civil jurisdictions as defined in 2 C.F.R. § 654.4 are classified as labor surplus areas by the U.S. Department of Labor's Assistant Secretary for Employment and Training when the average unemployment rate for all civilian workers in the civil jurisdiction for the reference period is: (1) 120 percent of the national average unemployment rate for civilian workers or higher for the reference period as determined by the Bureau of Labor Statistics; or (2) 10 percent or higher.

determinations for each procurement as required by Article II, Subsection B of this Policy. The documentation should include the rationale for the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, Federal Contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase orders, and the Federal Contract. All documentation relating to the award of any Federal Contract must be made available to the granting agency upon request.

Unless a longer period is specified by 2 C.F.R. § 200.334 or the applicable grant terms, financial records, supporting documents, statistical records, and all other Town records pertinent to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

The Town will, whenever practicable, collect, transmit, and store federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements.

J. Cost Estimate.

For all Federal Contract procurements that are expected to equal or exceed the Simplified Acquisition Threshold as defined in Article V (currently $350,000), the Town department responsible for the procurement shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction or repair contracts may be developed by the project designer.

K. Open Competition.

Solicitations shall be prepared and conducted in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

L. Contractors' Conflict of Interest.

Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such procurements.

M. Prequalification.

All lists of prequalified bidders must be kept current and must include enough qualified sources to ensure maximum open and free competition. Potential bidders shall not be precluded from qualifying during the solicitation period.

N. Town Board Approval.

Unless Board approval for a Federal Contract is required by this Policy, or by federal or state law, the thresholds established by Town of Huntersville Board of Commissioners ("Town Board") from time to time will determine when Town Board approval for a Federal Contract is required.

O. Procurement of Recovered Materials.

The Town and its contractors must 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 or the value of the quantity acquired during the preceding fiscal year exceeded $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.

The Town should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that: can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and that are sustainable. Such purchases may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

P. Never Contract with the Enemy.

The Town shall comply with 2 C.F.R. Part 183, Never Contract with the Enemy, including verifying that the contractor is not excluded or disqualified in the System Award Management (SAM) Exclusions.

Q. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

The Town shall comply with 2 C.F.R. § 200.216, including the prohibition of expending funds to procure or obtain covered telecommunication equipment or services as described in Public Law 115-232.

R. Financial Management and Internal Controls.

The Town shall comply with the applicable Standards for Financial and Program Management, including 2 C.F.R. § 200.302, 2 C.F.R. § 200.303, and 2 C.F.R. § 200.305.

S. Domestic Preference for Procurements.

As appropriate and to the extent consistent with law, the Town 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.

T. 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, which determination shall be attached to the contract solicitation documents. 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.

IV. Requirements Applicable to All Federal Contracts.

All Federal Contracts will comply with the following requirements:

A. Contract Award.

Federal Contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial and technical resources, and appropriately classifying employees consistent with the Fair Labor Standards Act, 29 U.S.C. 201, Chapter 8. Purchase contracts and construction contracts that exceed the micro-purchase threshold as defined in Article V of this Policy will be awarded to the lowest, responsive, responsible bidder.

B. Fixed Price.

Federal Contract solicitations must state that bidders and proposers shall submit bids and proposals on a fixed price basis and that the Federal Contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost and percentage of construction cost Federal Contracts are prohibited. Time and materials Federal Contracts will not be used unless no other form of contract is suitable and the Federal Contract includes a "not to exceed" amount. A time and materials Federal Contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds. Additionally, if a time and materials Federal Contract is awarded, the Town department administering the contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

C. No Evasion.

No Federal Contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

D. Contract Requirements.

All Federal Contracts shall be in writing and shall include or incorporate by reference the provisions required under 2 C.F.R. Part 200, Appendix II. The Town's Federal Contract terms are maintained by the Legal Department and should be inserted into all Federal Contracts. Federal Contracts shall further comply with 2 C.F.R § 200.315 regarding intangible property and the federal government's right to data produced under a Federal Contract.

E. Debarment.

No Federal Contract shall be awarded to a contractor included on the federally debarred bidder's list.

F. Contract Oversight.

The Town department administering the Federal Contract must maintain oversight of the Federal Contract to ensure that contractor is performing in accordance with the Federal Contract terms, conditions, and specifications.

G. Performance Measurement.

The Town department administering the Federal Contract, in conjunction with the Town Grant Administrator, shall adhere to all performance measurement and reporting requirements set forth in the applicable federal grant program terms, as well as retain the necessary documentation to substantiate the Town's performance as required by Article III, Subsection I of this Policy.

V. <u>Specific Procurement Procedures</u>.

Town departments shall comply with this Article in soliciting bids and proposals for Federal Contracts. Solicitation requirements depend on the type of Federal Contract, which types include:

- Contracts for construction or repair work ("Construction Contracts");
- Contracts for the procurement of apparatus, supplies, materials or equipment ("Purchase Contracts");
- Contracts for the procurement of architectural, engineering, or surveying services ("AES Contracts"); and
- Contracts for the procurement of services other than AES Contracts ("Service Contracts").

Solicitation requirements also depend on the amount of the Federal Contract, determined by the following thresholds which are set and adjusted from time to time by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1:

- Micro-Purchase Threshold (currently $15,000)
- Simplified Acquisition Threshold (currently $350,000)

Also relevant to the type of solicitation method required is the formal bid threshold established by North Carolina law from time to time, either through N.C.G.S. § 143-129 or special legislation relating to the Town of Huntersville (the "NC Formal Bid Thresholds"). As of the date of this Policy, the NC Formal Bid Threshold for Purchase Contracts for the Town is $90,000, and the NC Formal Bid Threshold for Construction Contracts is $500,000.

References to both the federal and state thresholds in this Policy shall mean the then current thresholds. The Town Attorney shall serve as a resource for the Town departments in tracking and updating these thresholds as adjustments are made over time.

A. Micro-Purchase Procedure.

Service Contracts, Purchase Contracts, and Construction Contracts that do not exceed the Micro-Purchase Threshold (currently $15,000) shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)(1)) as follows:

1. The Federal Contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable based on research, experience, purchase history or other information and documents it files accordingly.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. Simplified Acquisition Procedure.

Service Contracts, Purchase Contracts that exceed the Micro- Purchase Requirement but are less than the NC Formal Bid Threshold for Purchase Contracts, and Construction Contracts that exceed the Micro-Purchase Threshold (currently $15,000) but are less than the Simplified Acquisition Threshold (currently $350,000) shall be procured using the Uniform Guidance "simplified acquisition" procedure (2 C.F.R. § 200.320(a)(2)) as follows:

1. Obtain price or rate quotes from an "adequate number" of qualified sources. Note that the federal grantor agency may issue guidance interpreting what constitutes an "adequate number" of quotes.
2. When possible, the Town must consider participation from small, minority, women's, and veteran-owned businesses, and labor surplus area firms as required under 2 C.F.R. § 200.321 (and as summarized in Article III, Subsection H).
3. Cost or price analysis is not required prior to soliciting bids.

C. Sealed Bid Procedures.

Purchase Contracts and Construction Contracts that equal or exceed the lower of the Simplified Acquisition Threshold or the NC Formal Bid Threshold, shall be procured using

a combination of the most restrictive requirements of the Uniform Guidance Sealed Bid Procedure (2 C.F.R. § 200.320(b)(1)) and North Carolina formal bidding procedures (N.C.G.S. § 143-129). The Sealed Bid Procedure must also be used for Service Contracts over the Simplified Acquisition Threshold when complete specifications are possible, a fixed price contract is feasible, and selection can be made principally on price.

As of the date of this Policy, the sealed bid procedures must be used for:

- Purchase Contracts of $90,000 or more;
- Construction Contracts of $250,000 or more;
- Service Contracts of $250,000 or more that can be feasibly procured through the Sealed Bid Procedure.

The Sealed Bid Procedures are:

1. Cost or price analysis is required prior to soliciting bids. The method and degree of analysis should be tailored to the facts surrounding the particular procurement transaction. (This cost estimate may be provided by the project designer.)
2. Complete specifications or purchase description must be made available to all bidders.
3. The contract must be fixed price (lump sum or unit price).
4. The solicitation must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening, except to the extent electronic advertising has been authorized by the Town Board[20] (and provided that for Construction Contracts that are less than the NC Formal Threshold formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to Town Board the right to reject any or all bids only for sound documented reasons.
5. All bids received must be in paper form and must be submitted in a sealed envelope. If the bid is for a construction contract, the sealed envelope must contain the name of the bidder and their state license number must be clearly marked on the outside of the sealed envelope. If mailed, the mailing envelope does not count as the sealed envelope for purposes of submitting a sealed bid.
6. When possible, the Town must consider small, minority, women's, and veteran-owned businesses, and labor surplus area firms as required under 2 C.F.R. § 200.321 (and as summarized in Article III, Subsection H).
7. Bids must be opened at the public bid or proposal opening on the date, time, and at the location noted in the bid solicitation. All bids must be submitted sealed, and a minimum of 2 bids must be received in order to open any bids. For Construction Contracts over the NC Formal Bid Threshold (currently $500,000) at least 3 bids must be received in order to open any bids.
8. Contract must be awarded to the lowest, responsive, responsible bidder. Bids may be rejected only for sound documented reasons. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be

[20] The Town Board has authorized electronic advertisement.

used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

9. For Construction Contracts, a five percent (5%) bid bond is required of all bidders. The bid bond must be contained within the sealed envelope containing the bid (not the mailing envelope). Additionally, for Construction Contracts, performance and payment bonds of 100% of the Federal Contract price are required of the selected bidder.

Construction Contracts involving a building costing $300,000 and above must comply with the following additional requirements under state law:

1. Requirements related to Historically Underutilized Business ("HUB") participation goals pursuant to N.C.G.S. § 143-128.2, including local government outreach efforts and bidder good faith efforts as detailed in the Town's HUB Outreach Plan, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under N.C.G.S. § 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate prime, single-prime, or dual bidding) as required under N.C. G.S. § 143-128(a1).

D. Competitive Proposal Procedure.

Service Contracts that equal or exceed the Simplified Acquisition Threshold (currently $350,000) may be procured using the Uniform Guidance Competitive Proposal Procedure (2 C.F.R. § 200.320(b)(2)) when complete specifications are not possible, a fixed price contract is not feasible, or it is not in the best interest of the federally funded program to make the selection principally on price. The Competitive Proposal Procedure is generally used when conditions are not appropriate for the use of sealed bids.

The Competitive Proposal Procedure requirements are:

Requests for proposals ("RFP") require public notice. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from multiple qualified entities. The competitive proposal procedure requirements include:

1. When possible, the Town must consider small, minority, women's, and veteran-owned businesses, and labor surplus area firms as required by 2 C.F.R. § 200.321 (and as summarized in Article III, Subsection H).
2. All evaluation factors and their relative importance must be identified in the RFP.
3. Proposals must be solicited from multiple qualified entities or as otherwise specified in the terms and conditions of the federal grant.
4. All responses to the publicized RFP must be considered to the maximum extent practical.
5. There must be a written method for conducting technical evaluations of proposals and selecting firm to award the contract to.
6. The contract must be awarded to the responsible proposer whose proposal is most advantageous to theTown, with price and other factors considered.[21]

[21] Competitive proposal procedures where price is not used as a selection factor can only be used in procurement of AES Contracts.

E. AES Contracts costing less than the federal Simplified Acquisition Threshold (currently $350,000) shall be procured using the state "Mini-Brooks Act" requirements (G.S. § 143-64.31) as follows:

1. A request for qualifications ("RFQ") to solicit statements of qualifications ("SOQs") from qualified firms be issued (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. When possible, the Town must consider small, minority, women's, and veteran-owned businesses, and labor surplus area firms as required by 2 C.F.R. § 200.321.
3. The SOQs of respondents must be evaluated based on the evaluation criteria developed by the Town department responsible for the procurement.
4. Respondents must be ranked based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
5. Fair and reasonable compensation must be negotiated with the best qualified firm. If negotiations are not successfully completed, repeat negotiations with the second best qualified firm.
6. The Federal Contract must be awarded to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

When federal funds are being used to fund all or part of AES Contracts, the Town Manager shall not exempt AES Contracts under $50,000.

F. AES Contracts equaling or exceeding the Simplified Acquisition Threshold (currently $350,000) shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(b)(2)(iv)) as follows:

1. An RFQ must be issued to solicit SOQs from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. When possible, the Town must consider small, minority, women's, and veteran-owned businesses, and labor surplus area firms as required by 2 C.F.R. § 200.321.
3. All evaluation factors and their relative importance must be identified in the RFQ.
4. Proposals must be solicited from multiple qualified entities or as otherwise specified in the terms and conditions of the federal grant.
5. There must be a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. All responses to the publicized RFQ must be considered to the maximum extent practical.
7. The SOQs of respondents must be evaluated to rank the respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the Federal Contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, a fair and reasonable compensation must be negotiated. If negotiations are not successfully completed, repeat negotiations with the second-best qualified firm.

10. The Federal Contract must be awarded to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

VI. Exceptions.

Noncompetitive procurements are allowed only under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

1. **Sole Source**: when the item is available from only one source. The Town department responsible for the solicitation shall document the justification for and lack of available competition for the item. A sole source Federal Contract must be approved by the Town Board.

2. **Public Exigency**: when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.

3. **Inadequate Competition**: when competition is determined to be inadequate after attempts to solicit bids from a number of sources.

4. **Federal Contract**: when the purchase is made from a Federal Contract available on the U.S. General Services Administration schedules of Federal Contracts.

5. **Awarding Agency Approval**: with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the Federal Contract without competition is consistent with state law.

VII. Protest Procedures.

The following protest procedures shall apply to procurements funded fully or in part with federal funds:

1. Any party wishing to protest (the "Protestor") the award of a contract utilizing federal funds or the rejection of all bids for a contract utilizing federal funds shall, within 72 hours of receiving the Town's intent to award, deliver a written statement to the Town Clerk outlining:
    a. the specific actions being protested;
    b. how the Protestor was harmed by the protested action; and
    c. any relief requested.
2. The Town Clerk will inform the Town Manager and Deputy Town Manager that a formal protest has been received.
3. The Town Manager and/or Deputy Town Manager will review the written protest statement for merit.
4. During the review process, the Town Manager and/or the Deputy Town Manager will consult with the Director of the department which solicited the bids. An interview may be requested with the Protestor.

5. The Town Manager and/or Deputy Town Manager will, within 10 days of receiving the protest, make a final determination concerning the protest after a complete review of the data and interview with the Protester, when applicable.
6. The Protester will be notified, in writing, of the decision of the Town Manager. The decision of the Town Manager concerning the protest is final.

	Title: Town of Huntersville Uniform Guidance Cost Principles Policy
	Description: Outlines the Town's policy for determining whether expenditures of federal grant funds are eligible and allowable costs.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE COST PRINCIPLES POLICY

I. Objective.

The objective of this Cost Principles Policy ("Policy") is to ensure compliance with the Uniform Guidance at 2 C.F.R. Part 200, Subpart E regarding cost principles. As outlined in that section, a recipient of federal funds is responsible for the efficient and effective administration of federal awards, application of sound management practices, and administration of federal funds in a manner consistent with the program objectives and terms and conditions of the award.

II. Policy.

A. Application of Policy.

This Policy applies to contracts for construction or repair or for the procurement of goods or services that are funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or subrecipient of federal funds (collectively, "Federal Contracts"), except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F. R. Part 200. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town's Federal Grant Administrator ("Grant Administrator"), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Uniform Guidance codified in 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The Town will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Composition of Costs.

A. Total Costs.

The total cost of a federal award is the sum of the allowable direct and allocable indirect costs less any applicable credits. Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

B. Direct Costs.

Direct costs are those costs that are specifically associated with a particular eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service providers, or other materials consumed or expended in the performance of a grant-eligible project.

C. Indirect Costs.

Indirect costs are costs incurred for a common or joint purpose benefitting more than one eligible project and which are not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, and administrative or secretarial salaries.

For indirect costs, the Town may charge a de minimis rate[22] of up to 15% of modified total direct costs ("MTDC"). According to 2 C.F.R. § 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $50,000.

D. Applicable Credits.

Applicable credits refer to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on

[22] As of the implementation date of this Policy, the Town does not have a Negotiated Indirect Cost Rate Agreement ("NICRA"). If the Town later obtains a NICRA, the negotiated rate should be utilized for charging indirect costs to federal grant program awards.

losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accrue to and are received by the local government in relation to the federal award, they shall be credited to the federal award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.

IV. Allowability of Costs.

All costs expended using federal funds must meet the following general criteria in order to be allowable:

1. Be necessary and reasonable for the proper and efficient performance and administration of the federal grant program.

A cost must be *necessary* to achieve a project objective. When determining whether a cost is necessary, consideration may be given to:

A. Whether the cost is needed for the proper and efficient performance of the grant project.
B. Whether the cost is identified in the approved project budget or application.
C. Whether the cost aligns with identified needs based on results and findings from a needs assessment.
D. Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if it does not exceed an amount that a prudent person would incur under the circumstances prevailing at the time the decision to incur the cost was made. When determining reasonableness of a cost, consideration must be given to:

A. Whether the cost is generally recognized as ordinary and necessary for the operations of the Town (or subrecipient) or the proper and efficient performance of the federal award.
B. The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the federal award.
C. Market prices for comparable costs for the geographic area.
D. Whether individuals involved acted with prudence under the circumstances considering their responsibilities to the Town (or subrecipient) its employees, the public at large, and the federal government.
E. Whether the Town (or subrecipient) significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost.

2. Be allocable to the federal award.

A cost is allocable to the federal award if the goods or services involved are chargeable or assignable to the federal award in accordance with the relative benefit received. This means that the federal program derived a benefit in proportion to the funds charged to the program. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work

involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the federal program, the costs are assignable to the federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

3. **Conform to any limitations or exclusions set forth in the Uniform Guidance cost principles; federal, state, or local laws; federal award terms; and other governing regulations as to types or amounts of cost items.**

4. **Be consistent with policies, regulations, and procedures that apply uniformly to both the federally financed and other activities of the Town.**

5. **Be accorded consistent treatment.**

   A cost may not be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost.

6. **Be in accordance with generally accepted accounting principles ("GAAP"), unless provided otherwise in the Uniform Guidance.**

7. **Not be included as a cost used to meet cost sharing requirements of any other federally-finances program in either the current or a prior period.**

   Costs cannot be included as a match or cost-share unless the specific federal grant program authorizes federal costs to be treated as such. Some federal grant programs require the non-federal entity receiving the grant funds to contribute a certain amount of non-federal resources to be eligible for the federal program.

8. **Be net of all applicable credits.**

9. **Be adequately documented.**

V. <u>Specific Cost Items (Selected Items of Cost).</u>

The Uniform Guidance examines the allowability of fifty-five (55) specific cost items (commonly referred to as selected items of cost) at 2 CFR § 200.420-.475.

Town personnel responsible for determining cost allowability must be familiar with the selected items of cost, which are attached to this Policy as **Exhibit A**. The Town must follow the applicable regulations when charging these specific costs to the federal grant program. Town personnel must compare costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed.

Additionally, state laws, local regulations, and program-specific rules may deem a cost as unallowable, and Town personnel must adhere to those rules as well.

VI. Employee Compensation-Wages and Salaries.

A. Wages and Salaries.

The cost of compensation for employee services rendered including wages and salaries, as well as fringe benefits as more specifically discussed in Section VII below, are allowable to the extent that the cost satisfies the requirements of 2 C.F.R. Part 200, Subpart E, the applicable federal grant terms and conditions, and all other applicable laws and regulations. To be allowable, 2 C.F.R § 200.430 requires that the total compensation for individual employees: be reasonable for the services rendered, conform to the Town's written personnel policy, and be based on records that accurately reflect the work performed.

To meet the above requirements, all employees whose wages and salaries are paid in full or in part with federal funds must submit either a time and effort certification form ("certification form") or a personnel activity report (PAR) as required below. The type of form depends on the number of cost objectives that an employee works on.

A cost objective is a program, function, activity, award, organizational subdivision, contract, or work unit of which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. (2 C.F.R. § 200.28)

The HR Department must retain the certification forms and PARs in compliance with the terms and conditions of the applicable federal grant program(s) in order to demonstrate the amount of time that employees spent on grant activities[23] and in order to appropriately charge the costs of personnel compensation to federal grant programs.

B. Time and Effort Certification Forms.

All employees whose work is funded by a single cost objective (i.e. provision of general government services) or grant award program must complete an annual certification form (**Exhibit B**) as directed by the Finance Department. The certification forms must reasonably reflect the percentage distribution, in percentages not exceeding 100%, of effort expended by Town employees on eligible and allowable federal grant program work for the period being reported on. All certification forms must also reasonably reflect the activity for which the employee is compensated and shall encompass all activities on an integrated basis.

Certification forms must be supported by employee time sheets, which are certified by the employee and approved by the employee's supervisor.[24] It is the responsibility of the individual employee and the employee's supervisor to ensure that the information provided in the certification form is accurate.

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[23] Grant activities may include the provision of general government services when such activities are considered eligible uses of grant funds under the terms and conditions of the federal grant program.

[24] Salaries and wages of employees used in meeting cost sharing or matching requirements on federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from federal awards.

The completed certification forms should be signed by the employee and their direct supervisor. The annual certification forms must be submitted to the HR Department and retain as directed by the federal grant terms and conditions.

If an employee who was working on a federal grant program separates from Town employment prior to the annual certification, a certification form should be submitted to the HR Department detailing the employee's time and effort through the date of the employee's separation.

C. Personnel Activity Report.

A Personnel Activity Report (PAR) must be completed in addition to the annual certification form if the employee is ***partially funded*** on more than one federal grant program cost objective. This requirement extends to an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. It provides a written record of an employee's work activities is used to document that employee's time to specific grants or projects. It must be completed monthly and supported by a daily calendar of activities and time sheets certified by the employee and approved by the employee's supervisor. All employees who work on multiple cost objectives must complete PARs that support the distribution of their salaries /wages that meet the following standards:

1. Reflect an after-the-fact distribution of the actual activity, not a budget estimate;
2. Account for the total work activity for which each employee is compensated;
3. Be prepared at least monthly (a separate PAR for each month) and coincide with one (1) or more pay periods; and
4. Be signed by the employee and employee's supervisor.

PARs should be maintained in order to charge the correct percentage of costs of personnel compensation to federal grants. PAR spreadsheet templates are available from the Legal Department.

D. Reconciliation Procedures.

When using budget estimates for interim accounting purposes, the Town Finance Department shall identify and enter into the records in a timely manner any significant changes in the corresponding work. All necessary adjustments must be made such that the final amount charged to the federal award is accurate, allowable, and properly allocated.

In order to reconcile actual costs to budgeted distributions, the Town will conduct annual reconciliations of certification forms and PARs with budgeted distributions. This will include review of form ratios versus budgeted distributions after each review. All the time and effort certifications are collected by HR Department and reviewed for accuracy, appropriate signatures, and dates by the Grant Administrator.

VII. Employee Compensation-Fringe Benefits.

A. Fringe benefits defined.

Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans.

Except as provided otherwise in the terms and conditions of the federal grant program, the costs of fringe benefits are allowable costs provided that the benefits are reasonable and are required by law, an employment agreement, or an established Town policy.

B. Leave.

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

1. They are provided under established written leave policies;
2. The costs are equitably allocated to all related activities, including federal awards; and
3. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the Town.
    i. When using the cash basis of accounting, the cost of leave is recognized in the period that the leave is taken and paid for. Payments for unused leave when an employee retires or terminates employment are allowable in the year of payment and must be allocated as a general administrative expense to all activities.
    ii. The accrual basis may be only used for those types of leave for which a liability as defined by GAAP exists when the leave is earned. When using the accrual basis of accounting, allowable leave costs are the lesser of the amount accrued or funded.

C. Contributions.

The cost of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447); pension plan costs; and other similar benefits are allowable, provided such benefits are permitted under established written policies.

Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal grant awards and other activities. They must also be charged as direct or indirect costs in accordance with the Town's accounting practices.

D. Automobiles.

That portion of automobile costs furnished by the Town that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees.

E. Pension plan costs.

Pension plan costs incurred in accordance with the Town policies are allowable subject to the limitations of 2 C.F.R. § 200.431(g).

F. Post-Retirement Health Benefits.

Post-retirement health benefits including insurance or health services not included in a pension plan for retirees and their spouses, dependents, and survivors may be computed using a pay-as-you-go method or an acceptable actuarial cost method. These costs are allowable subject to the limitations of 2 C.F.R. § 200.431(h).

G. Severance Pay.

Costs of severance pay are allowable subject to the limitations of 2 C.F.R. § 200.431(i).

H. Allocation Method.

Fringe benefits may be assigned to cost objectives by identifying specific benefits to specific individual employees or by allocating on the basis of Town-wide salaries and wages of the employees receiving the benefits. When the allocation method is used, separate allocations must be made to selective groupings of employees, unless the Town demonstrates that costs in relationship to salaries and wages do not differ significantly for different groups of employees.

VIII. General Costs of Government (2 C.F.R. § 200.444).

The following general costs of government are unallowable (except as provided in 2 C.F.R. § 200.475):

1. Salaries and expenses chief executive of a local government;
2. Salaries and other expenses of local governing boards;
3. Costs of prosecutorial activities unless treated as a direct cost to a specific federal program, if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities as described in 2 C.F.R. § 200.435); and
4. Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

IX. Cost Allowability Review Process.

A. Pre-expenditure Cost Eligibility and Allowability Review.

Before the Town spends any federal funds, each proposed expenditure must be reviewed by the Grant Administrator to determine whether the expenditure would be an eligible use of the funds pursuant to the terms of the applicable federal grant program. The eligibility determination must be made *before* obligating or expending any federal funds. All obligations must be obligated within the applicable period of performance assigned by the terms of the federal grant program.

As outlined in Articles IV-VIII of this Policy, the Grant Administrator must also concurrently review the proposed cost items to determine whether they are allowable and allocable, and whether cost items will be charged as direct or indirect expenses. These determinations shall be documented by the Grant Administrator on the Town's Federal Expenditure Eligibility and Allowability Review Form (**Exhibit C**) attached to this Policy.

- In order to facilitate the above-listed determinations, departments requesting the expenditure of federal funds must submit a Federal Expenditure Request Form (attached to this Policy as **Exhibit D**) to the Grant Administrator.

- If a proposed project includes a request for an unallowable cost, the Grant Administrator will return the Federal Expenditure Request Form to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed expenditure is approved as eligible, allowable, and allocable to the federal grant program by the Grant Administrator, the Town personnel responsible for carrying out the expenditure must ensure all necessary budget amendments are approved prior to expending the funds and that all invoices and/or other demands for payment received by the Town in relation to the expenditure are in the format described in Subsection B below.

B. Post-expenditure Cost Allowability Review.

Once federal funds are expended and an invoice or other demand for payment is submitted to the Town, the Grant Administrator must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project or purchase. If an invoice or other demand for payment does not include a breakdown by cost item, the Grant Administrator will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.

- The Grant Administrator must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.

- If all cost items are deemed allowable and properly allocable, the payment of funds may proceed through the Town's normal disbursement process.

- If any cost item is deemed unallowable, the Grant Administrator will notify the project manager and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with federal funds. The Grant Administrator may, in their discretion, and consistent with this Policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the Town remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement and endure that the proper budget amendments are made as may be necessary.

- The Grant Administrator must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

X. Disallowed Costs.

Any costs charged to a federal award that do not meet the allowable cost criteria for the award program must be removed from the award account. Failure to adequately follow this policy and related procedures could result in audit findings, potential repayment of disallowed costs, and/or discontinuance of funding.

XI. Records Retention.

The Town, and any subrecipients of the Town, must retain all records related to expenditures of federal funds in accordance with 2 C.F.R. § 200.334 and the terms and conditions of the applicable federal grant program. For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Town's expenditure of federal grant funds on eligible projects, programs, or activities pursuant to the federal grant program.

The Town's Grant Administrator is responsible for identifying the records that must be retained and arrange for the proper storage and retrieval of records. The Grant Administrator shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

The Town shall allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of right of timely and unrestricted access to any records for the purpose of audits or other investigations.

Violation of this section may subject the Town to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary action, including termination.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions

Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency

Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Telecommunication and video surveillance costs	2 CFR § 200.471	Allowable with restrictions
Termination and closeout costs	2 CFR § 200.472	Allowable with restrictions
Training and education costs	2 CFR § 200.473	Allowable for employee development
Transportation costs	2 CFR § 200.474	Allowable with restrictions
Travel costs	2 CFR § 200.475	Allowable with restrictions

EXHIBIT B

Time and Effort Certification Forms

(Form Follows)

Employee Annual Time and Effort Certification Form
for Employee Compensation Charged to Federal Grants

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. (2 C.F.R. § 200.430(i)(1)).

Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed.

This certification is to certify that (name of employee)_____

has worked _____% of his/her time during the period of_____

to_____ on the following cost objective

_____ for the (name of grant

program) _____ federal grant program.

The information recorded on this form is supported by certified and approved time sheets and is true and correct to the best of my knowledge.

_____
Signature of Employee

_____
Printed Name of Employee

_____
Date

_____
Signature of Supervisor

_____
Printed Name of Supervisor

_____
Date

EXHIBIT C

Town of Huntersville Federal Grant Expenditure Eligibility and Allowability Review Form

(Form Follows)

Town of Huntersville Federal Grant Expenditure
Eligibility and Allowability Review Form

This document must be filled out by the Town's Federal Grant Administrator for all expenditures of federal grant funds with appropriate supporting documentation. It must be retained in compliance with the records retention terms of the applicable federal grant program.

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1. Basic Information and Description

(a) Federal grant program name:

(b) Name of project, if applicable:

(c) Short description of anticipated use of federal funds (a more detailed description must be provided on the Federal Expenditure Request Form):

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2. Eligibility Review (attach correspondence from Town Attorney if necessary)

(a) Provide description/justification of why the proposed use of funds is an eligible use under the applicable federal grant program (include applicable grant expenditure and sub-expenditure categories):

(b) Provide description of state law authority allowing the expenditure (include applicable statutory references):

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3. ***Allowability and Allocability Review***

(a) Provide description/justification of why the proposed use of funds is an allowable cost under the applicable federal grant program and in accordance with the Town's Uniform Guidance Cost Principles Policy:

(b) Provide description/justification of why the cost item(s) are allocable the pursuant to the terms of the applicable grant program and in accordance with the Town's Uniform Guidance Cost Principles Policy:

(c) Will the costs items be charged as direct or indirect costs?

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4. <u>Do the terms of the federal grant program require pre-approval of the expenditure by the U.S. Treasury</u>?

____Yes ____ No

---

5. <u>Financial Information</u> (attach related Board action forms, resolutions, and budget amendments). Note, this section should not be completed until the expenditure has been determined to be eligible, allowable, and allocable.

(a) Total amount appropriated:

(b) Use(s) amount appropriate for:

(c) Date(s) of appropriation(s):

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6. <u>Project/Contract Management Information</u>

(a) Department overseeing project:

(b) Town Employee Contact:
(c) Does the project/contract require the execution of a sub-recipient agreement?

_____ Yes _____ No

(d) If non-town employee is overseeing the project or contract provide:
i. Name;
ii. Organization affiliated with;
iii. Telephone number; and
iv. E-mail.

(e) Proposed timelines for project/contract performance:
(f) If project involves services and/or improvement-related benefits to the public, provide geographic location of where services and/or benefits to realized:

---

7. Sub-Recipient and/or Contract Information

Program Sub-Recipient and/or Contractor List:

Name	Tax ID #	SR/Contractor?	Date checked SAM.gov

8. Sub-recipient monitoring plan

(a) If a sub-recipient agreement is required, provide a description of the sub-recipient monitoring plan:

Exhibit D

Federal Expenditure Request Form

(Form Follows)

Town of Huntersville Federal Expenditure Request Form

This form must be submitted to the Town' Federal Grant Administrator by each Town department requesting to expend federal funds. A separate form must be submitted for each project or purchase; however, a single Federal Expenditure Request Form may be completed for multiple costs items associated with a single project or purchase.

The Grant Administrator will use the information provided on this form to complete eligibility and allowability determinations for the proposed expenditure of federal funds pursuant to the applicable federal grant program requirements. This form must be retained in compliance with the applicable federal grant program's records retention terms.

1) ***Date*:**

2) ***Requesting Department/Employee:***

3) ***Applicable federal grant program:***

4) ***Description of the proposed use of federal funds (please be as detailed as possible, including specific projects or portions of projects and/or purchases to be made)*:**

5) ***Total estimated amount of federal funds to be expended by cost category (i.e. purchases of equipment, cost of contracted services by service type, administrative costs, etc.):***

6) ***Estimated timeline for use of federal funds to be expended:***

7) ***Will the project and/or purchase be overseen by Town personnel or non-Town personnel? Please provide contact information of person overseeing the project and/or purchase.***

8) ***Will any portion of the federal funds be issued to a sub-recipient, and if so, for what purpose?***

	Title: Town of Huntersville Uniform Guidance Financial Management and Program Income Policy.
	Description: Outlines the Town's financial management procedures for federal grant funds.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE
FINANCIAL MANAGEMENT AND PROGRAM INCOME POLICY

I. Objective.

The objective of this Financial Management and Program Income Policy ("Policy") is to ensure compliance with the Uniform Guidance at 2 C.F.R. Part 200, Subpart D regarding financial management of federal grant funds and associated grant program income. Federal regulations require grant recipients to use fiscal control and fund accounting procedures that ensure proper disbursement of and accounting for federal funds. Implementing and maintaining a proper accounting system is a fiduciary responsibility associated with receiving a federal award.

II. Policy.

A. Application of Policy.

This Policy applies to all federal grant awards, including grants and loans where the Town is a subgrantee or subrecipient of federal funds, except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F. R. Part 200. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town's Federal Grant Administrator ("Grant Administrator"), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The financial management of federal grant awards and associated grant program income must be conducted in compliance with the Uniform Guidance codified in 2 C.F.R. Part 200, when applicable, unless otherwise directed by the terms and conditions of the federal grant program. The Town will follow all applicable local, state, and federal requirements when managing and expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform

Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Financial Management Systems.

The Town's financial management systems, as administered and overseen by the Finance Department, must be sufficient to permit the preparation of reports required by general and grant program-specific terms and conditions and for the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal grant award.

The Town's financial management system shall provide for the following:

1. Identification.

Identification of all federal awards received and expended and the federal programs under which they were received. The federal program and federal award identification must include, as applicable, the assistance listings title and number, federal award identification number and year the award was issued, name of the federal agency, and name of any pass-through entity.

2. Financial Reporting.

Accurate, current, and complete reports and disclosure of the financial results of each federal award or program must be made in accordance with the reporting requirements set forth in 2 C.F.R. §§ 200.328 and 200.329.

If a federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. The recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.

3. Accounting Records.

Records that sufficiently identify the amount, source, and expenditure of federal funds. These records shall be maintained by the Finance Department and must contain information necessary to identify federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest and be supported by source documentation.

4. **Internal Controls.**

   As described in Article IV, the Town must maintain effective control over, and accountability for, all funds, property, and other assets. The Town must adequately safeguard all assets and assure that they are used solely for authorized purposes.

5. **Budget Control**.

   The Finance Department shall be responsible for ensuring that all necessary budget appropriations and amendments related to federal grant funds are executed by the Town Board. The Finance Department, in conjunction with the Town's Grant Administrator and the department utilizing the federal grant funds, shall also be responsible for monitoring actual expenditures of federal grant funds compared to budgeted expenditures and taking any necessary courses of action based on the comparison.

6. **Written procedures to implement the requirements of 2 C.F.R. § 200.305**.

   The Town's funds management procedures satisfy this requirement and are set forth in Article V of this Policy.

7. **Written procedures for determining the allowability of costs in accordance with 2 C.F.R. Part 200, Subpart E and the terms and conditions of the Federal award.**

   The Town's Uniform Guidance Cost Principles Policy satisfies this requirement and must be referred to when determining whether expenditures of federal grant funds are eligible and allowable uses of the funds.

IV. <u>Effective Internal Controls.</u>

The Finance Department shall maintain effective internal control[25] over the federal grant funds that provides reasonable assurance that the Town is managing the federal award in compliance with applicable federal, state, and local laws and regulations, as well as the terms and conditions of the federal grant award. The Town shall evaluate and monitor its compliance with the applicable laws, regulations, policies, and grant terms on a routine basis. The Town shall take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

The Town shall also take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information and other information the federal awarding agency or the Town designates as confidential or which the Town

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[25] The applicable internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

considers confidential consistent with applicable federal, state, local laws regarding privacy and responsibility over confidentiality.

V. Funds Management Procedures.

Unless exempted by the applicable federal grant program terms or the Uniform Guidance codified at 2 C.F.R. Part 200, the Town, and any subrecipient of Town grant funds, will comply with the requirements of C.F.R. § 200.305 upon receiving a payment of federal grant funds.

A. Time Elapsing.

The Town shall comply with applicable methods and procedures for receipt of federal grant payments to minimize the time elapsing between the transfer of grant funds to the Town and disbursement of the funds by the Town.

B. Interest on Advance Payments.

The Town may receive payments of federal grant funds on a reimbursement basis or as an advance. Unless directed otherwise by the applicable federal grant program terms, if the Town receives an advance of federal grant funds, it will maintain the advance payment in an interest-bearing account and annually remit interest earned on the advanced payment in accordance with 2 C.F.R. § 200.305(b)(9). The account will be insured whenever possible.

When required to remit interest, the Town may retain interest amounts up to $500 per year for administrative expenses in accordance with 2 C.F.R. § 200.305(b)(9).

C. Reimbursement.

When the Town receives grant funds on a reimbursement basis, the Town will initially charge the grant expenditure to nonfederal funds and then request reimbursement for actual expenditures incurred under the federal grant program on at least a monthly basis. The request for reimbursement shall be submitted with appropriate documentation to support the reimbursement request and approved by the Town Grant Administrator and Finance Director or, in the absence of the Finance Director, the Deputy Finance Officer.

D. Cost Sharing.

Any cost sharing or matching shall be in accordance with 2 C.F.R. § 200.306.

E. Additional Grant Funds.

The Town must disburse funds available from grant program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional grant fund payments in advance or on a reimbursement basis. The Town's program income procedures are set forth in Article VI, below.

F. Excess Funds.

Any unused federal grant funds must be returned by the Town, including federal grant funds that the Town provided to subrecipients, in accordance with 2 C.F.R. § 200.305(b)(10).

VI. Program Income Procedures.

A. Program Income Defined.

Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federal awards, and principal and interest on loans made with federal award funds. Program income does not include interest earned on advances of federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts.

Taxes, special assessments, levies, fines, and similar revenues raised by the Town are not program income unless the revenues are specifically identified in the federal award terms as program income.

Proceeds from the sale of real property, equipment, or supplies are not program income. Such proceeds will be handled in accordance with the requirements of the Property Standards at 2 C.F.R. §§ 200.311, 200.313, and 200.314 (see the Town's Uniform Guidance Property Management Policy), or as specifically identified in federal statutes and regulations, or the terms and conditions of the federal grant award.

Program income must be used for the original purpose of the federal award and program income earned during the period of performance may only be used for costs incurred during the period of performance or allowable closeout costs. Program income must be expended prior to requesting additional federal funds.

B. Calculation of Program Income.

The Town shall identify potential sources of program income and the Grant Administrator shall track program income during the period of performance under the federal grant program. If authorized by federal regulations or the federal award, costs incidental to the generation of program income may be deducted from gross program income to calculate net program income, provided these incidental generation costs have not been charged to the federal award.

When both federal and non-federal funding is utilized to generate income, program income shall be allocated to the federal grant program in proportion to the pro rata share of the total funding used to generate the income. For example, if federal grant funds are used to cover 50% of a revenue-generating project's cost and general revenue is used to cover the remaining 50% of the project, the Town shall allocate 50% of any income earned as program income under the applicable federal grant program.

C. Accounting for Program Income.

In order to facilitate the accurate calculation of program income as described above in Subsection B, and to ensure that program income is used in accordance with the requirements set forth in 2 C.F.R. 200.307 (as described in Subsection D below), the Town shall separately account for program income and shall not comingle program income with federal grant award funds.

D. Use of Program Income.

Unless otherwise directed by the applicable terms and conditions of the federal grant program and without prior approval for one of the alternative uses specified below, calculated net program income must be deducted from total allowable costs to determine the net allowable costs. The calculated net program income must be used to pay for current costs, which are eligible, allowable, and allocable under the terms and conditions of the applicable federal grant program and as set forth in the Town's Uniform Guidance Cost Principles Policy. Program income that the Town entity did not anticipate at the time of the federal award must be used to reduce the federal award and Town contributions rather than to increase the funds committed.

With prior approval of the federal awarding agency, program income may be added to the federal award. The program income must be used for the purposes and under the conditions of the federal award.

With prior approval of the federal awarding agency, program income may be used to meet the cost sharing or matching requirement of the federal award. The amount of the federal award remains the same if approval is granted for this purpose.

There are no federal requirements governing the disposition of income earned after the end of the period of performance for the federal award, unless the terms and conditions of the federal award provide otherwise. However, program income may only be spent in accordance with all applicable federal, state, and local laws. The federal awarding agency may negotiate agreements with grant recipients regarding appropriate uses of income earned after the period of performance as part of the grant closeout process.

E. License Fees and Royalties.

Unless the terms and conditions for the federal award provide otherwise, the Town is not accountable to the federal awarding agency with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under a federal award subject to 37 C.F.R. Part 401.

VII. Revision of Budget and Program Plans.

Unless directed otherwise by the terms and conditions of the grant program, the Town will adhere the applicable requirements of 2 C.F.R. § 200.308 as they relate to revisions of the approved budget and plans for the grant program funds.

VIII. Audit Requirements

The Town and all subrecipients shall comply with Uniform Guidance 2 C.F.R. Part 200, Subpart F regarding audit requirements. Unless otherwise directed by the terms and conditions of the federal grant, single or program-specific audits must be conducted when the Town or a subrecipient of the Town expends $1,000,000 or more in federal award funds during the fiscal year. Program-specific audits must adhere to the requirements of 2 C.F.R § 200.507.

	Title: Town of Huntersville Uniform Guidance Property Management Policy.
	Description: Outlines the Town's procedures for property purchased using federal grant funds.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE
PROPERTY MANAGEMENT POLICY

I. Objective.

The objective of this Property Management Policy ("Policy") is to ensure compliance with the Uniform Guidance at 2 C.F.R. Part 200, Subpart D regarding management of property purchased using federal grant funds.

II. Policy.

A. Application of Policy.

This Policy applies to all federal grant awards, including grants and loans where the Town is a subgrantee or subrecipient of federal funds, except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F. R. Part 200. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town's Federal Grant Administrator ("Grant Administrator"), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The property purchased using federal grant funds must be managed in compliance with the Uniform Guidance codified in 2 C.F.R. Part 200, when applicable, unless otherwise directed by the terms and conditions of the federal grant program. The Town will follow all applicable local, state, and federal laws when managing and expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Insurance.

The Town must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property and equipment owned by the Town. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

IV. Real Property.

Title to real property acquired or improved under a federal grant award will vest upon acquisition in the Town.

Except as otherwise provided by federal statutes or by the terms and conditions of the federal grant program, real property must be used for the purpose originally authorized by the federal grant program as long as it is needed for that purpose, during which time the Town must not dispose of or encumber its title or other interests. Easements for utility, cable, and similar services that benefit the real property and are consistent with the authorized use are not considered an encumbrance.

The Town shall submit reports on the status of real property in which the federal government retains an interest in accordance with 2 C.F.R. § 200.330 or as otherwise stated in the terms and conditions of the federal grant.

When real property is no longer needed for the originally authorized purpose, the Town must obtain disposition instructions from the federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

1. **Retain title after compensating the federal awarding agency.**
   The amount paid to the federal awarding agency will be computed by applying the federal awarding agency's percentage of contribution towards the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Town is disposing of real property acquired or improved with a federal grant award and acquiring replacement real property under the same federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

2. **Sell the property and compensate the federal awarding agency.**
   The amount due to the federal awarding agency will be calculated by applying the federal awarding agency's percentage of contribution towards the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Town is directed to sell property, sales

procedures must be followed that provide for competition to the extent practicable and that result in the highest possible return.

Transfer title to the federal awarding agency or to a third party designated/approved by the federal awarding agency.
The Town is entitled to be paid an amount calculated by applying the Town's percentage of contribution towards the original purchase of the real property (and cost of any improvements) to the current fair market value of the property.

V. Equipment.

A. Title.

Title to equipment acquired under a federal grant award will vest upon acquisition in the Town.

Unless a statute or the terms of the federal grant program specifically authorizes the federal agency to vest title in the Town without further responsibility to the federal government, and the federal agency elects to do so, the title must be a conditional title. Title must vest in the Town subject to the following conditions:

1. **The Town must use the equipment in the program or project for which it was acquired as long the equipment is needed, whether or not the project or program continues to be supported by the federal grant award, or until the property is no longer needed for the purposes of the program or project.**

   When no longer needed for the original program or project, the equipment may be used in other activities supported by the federal awarding agency, in the following order of priority:

   (i) Activities under a federal award from the federal awarding agency which funded the original program or project.
   (ii) Activities under federal awards from other federal awarding agencies. This includes consolidated equipment for information technology systems.

2. **The Town must not dispose of or encumber the property without approval of the federal awarding agency or pass-through entity.**

3. **The Town must use and dispose of the property in accordance with the terms and conditions of the federal grant program and applicable federal laws and regulations.**

   During the time that equipment is used on the project or program for which it was acquired, the Town must also make equipment available for use on other projects or programs currently or previously supported by the federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired.

   First preference for other use must be given to other programs or projects supported

by federal awarding agency that financed the equipment and second preference must be given to programs or projects under federal awards from other federal awarding agencies. Use for non-federally-funded programs or projects is also permissible, provided such use will not interfere with the purpose for which it was originally acquired.

User fees should be considered if appropriate. However, the Town must not use equipment acquired with the federal award to provide services for a fee that is less than private companies charge for similar services, unless specifically authorized by federal statute or federal grant program terms and conditions, for as long as the federal government retains an interest in the equipment.

B. Replacement Equipment.

When acquiring replacement equipment, the Town may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment.

C. Equipment Management.

Unless directed otherwise by the terms and conditions of the grant program, procedures for managing equipment (including replacement equipment) acquired in whole or in part using federal grant funds will, at a minimum, meet the following requirements until disposition:

1. Property records must be maintained.

The Town's Grant Administrator must maintain property records for equipment purchased in whole or in part with federal grant funds. The records must include:

(i) a description of the property,
(ii) a serial number or another identification number,
(iii) the source of funding for the property (including the FAIN),
(iv) who holds title,
(v) the acquisition date,
(vi) the cost of the property,
(vii) the percentage of federal agency contribution towards the original purchase,
(viii) the location, use, and condition of the property, and
(ix) any disposition data, including the date of disposal and sale price of the property.

2. A physical inventory of the inventory must be taken.

At least once every two years, a physical inventory of the equipment must be conducted by the department overseeing the use of the equipment and the Grant Administrator must reconcile the results of the inventory with the property records.

3. **A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property.**

   The department overseeing the use of the equipment shall assess the type and quantity of the equipment in order to determine the conditions under which the property must be stored in order to prevent loss, damage, or theft of the property. These conditions may include dry, climate-controlled settings; locked and surveilled facilities; facilities which are routinely monitored by staff; etc.

   Any loss, damage, or theft must be investigated by the director of the department overseeing the use of the equipment and the results of the investigation shall be reported to the Grant Administrator. The Town must notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the grant program.

4. **Regular maintenance procedures must be in place to keep the property in good condition.**

   The department overseeing the use of the equipment shall be responsible for ensuring that the equipment is kept in good, working condition and that the equipment is properly maintained. Maintenance schedules for vehicles and heavy equipment shall conform to industry standards.

5. **If the Town is authorized or required to sell the property, proper sales procedures must be in place to ensure the highest possible return.**

   Except as otherwise provided in federal statutes, regulations, terms and conditions of the federal grant award, or federal awarding agency disposition instructions, the Town must request disposition instructions from the federal awarding agency when equipment acquired under a federal award is no longer needed for the original project or program (or for other activities currently or previously supported by a federal awarding agency).

   Disposition of the equipment will be made as follows, in accordance with federal awarding agency disposition instructions:

   (i) Items of equipment with a current per unit fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the federal awarding agency.
   (ii) Except as provided in 2 C.F.R. § 200.312(b), or if the federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of $10,000 (per unit) may be retained by the Town or sold. The federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's percentage of contribution in the cost of the original purchase. If the equipment is sold, the federal awarding agency may permit the Town to deduct and retain from the federal share $1,000 of the proceeds, to cover expenses associated with the selling and handling of the equipment.

(iii) The Town may transfer title to the property to the federal government or to an eligible third party provided that, in such cases, the Town must be entitled to compensation for its attributable percentage of the current fair market value of the property.
(iv) In cases where the Town fails to take appropriate disposition actions, the federal awarding agency may direct the Town to take disposition actions.

VI. Supplies.

Title to supplies will vest in the Town upon acquisition. If there is a residual inventory of unused supplies exceeding $10,000 in aggregate value at the end of the period of performance, and the supplies are not needed for any other federal award, the Town may retain or sell the unused supplies. Unused supplies means supplies that are in new condition, not having bene used or opened before. The federal agency or pass-through entity is entitled to compensation in an amount calculated by multiplying the percentage of the federal agency's contribution towards the original purchase(s) by the current fair market value or proceeds from the sale. If the supplies are sold, the federal agency or pass-through entity may permit the Town to retain from the federal share $1,000 of the proceeds to cover expenses associated with the selling and handling of the supplies.

As long as the federal government retains an interest in the supplies, the Town must not use supplies acquired with the federal award to provide services for a fee that is less than a private company would charge for equivalent services, unless specifically authorized by federal statute.

VII. Intangible Property.

Title to intangible property[26] acquired under a federal grant award vests upon acquisition in the Town. The Town must use that intangible property for the originally-authorized purpose, and must not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in C F.R. § 200.313(e). To the extent permitted by law, the Town may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so. This authority includes the right to require the Town to make such works available through agency-designated public access repositories.

The Town is subject to applicable regulations governing patents and inventions, including government-wide regulations in 37 CFR part 401.

VIII. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a federal grant award must be held in trust by the Town as trustee for the beneficiaries of the

[26] Intangible property is defined by 2 C.F.R. § 200.1 as property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock, and other instruments of property ownership (whether the property is tangible or intangible).

project or program under which the property was acquired or improved. The federal awarding agency may require the Town to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a federal grant award and that use and disposition conditions apply to the property.

	Title: Town of Huntersville Uniform Guidance Subrecipient Monitoring and Management Policy
	Description: Outlines requirements for subrecipient agreements.
	Adopted By: Town Board of Commissioners **Date:**

I. Objective.

The objective of this Uniform Guidance Subrecipient Monitoring and Management Policy ("Policy") is to establish guidelines for subawards of federal grant funds to subrecipients, including cost principles, for purchases of goods (apparatus, supplies, materials, and equipment) in compliance with 2 C.F.R. Part 200, Subpart D and Subpart F.

II. Policy.

A. Application of Policy.

This Policy applies to contracts for construction or repair or for the procurement of goods or services that are funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or subrecipient of federal funds (collectively, "Federal Contracts"), except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F.R. Part 200.

All Federal Contracts are subject to the Procurement Requirements, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state passthrough agency that awarded the funds. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. In conjunction with the Town department utilizing the federal funds, the Town's Grant Administrator, as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The Town will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law. No expenditure of federal funds shall be made unless it is determined that the expenditure is an eligible use of funds and an allowable cost based on the applicable federal program requirements and conditions of the award as determined in accordance with the Town's Uniform Guidance Cost Principles Policy.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Approval and Modification.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Subrecipient Agreements.

A. Subrecipient and Contractor Determinations.

The Town will make case-by-case determinations whether each use of federal funds would create a subrecipient or contractor relationship based on guidance provided in the applicable federal grant program terms, if any, and 2 C.F.R. § 200.331. Subrecipients who receive federal funds from the Town shall be responsible for complying with all terms of the federal grant program and all applicable local, state, and federal laws. Said compliance includes compliance with 2 C.F.R. Part 200 and the adoption of policies for the use of federal funds as required by that Part.

B. Risk Evaluation.

In accordance with 2 C.F.R. § 200.332, prior to entering into a subrecipient agreement, the Town's Grant Administrator will evaluate the potential subrecipient's risk of noncompliance with: 1) the terms and conditions of the federal grant program; 2) the terms and conditions of the subaward; and 3) applicable federal, state, and local laws, including 2 C.F.R. Part 200. This evaluation will be used to determine the appropriate level of subrecipient monitoring as more fully described below in Article V, Subsection D.

Factors to be considered in the risk evaluation include:

1. The subrecipient's prior experience with the same or similar subawards;
2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 C.F.R. Part 200, Subpart F, and the extent to which the same or similar subaward has been audited as a major program;
3. Whether prior audit findings have been corrected or resolved;
4. Whether the subrecipient has personnel who are familiar with the Uniform Grant Guidance Requirements;
5. Whether the subrecipient has experienced finance and accounting staff;
6. Whether the subrecipient has systems for financial management, purchasing, property management, and records retention in place, which are well-designed and operational;
7. The extent and results of any federal agency monitoring (*e.g.,* if the subrecipient also receives federal awards directly from a federal agency).

The risk evaluation for each subrecipient should be documented on the Risk Assessment Form attached to this Policy as **Exhibit A**.

C. Subrecipient Agreement.

The Town will ensure that every subaward is clearly identified to the subrecipient as a subaward and include the following required information in the subrecipient agreement. If any of these data elements change, the changes will be included in a subsequent subaward modification. When some of this information is not available, the Town must provide the best information available to describe the federal award and subaward.

Information required to be included in the subrecipient agreement includes:

1. Federal award identification.
    i. Subrecipient's name (which must match the name associated with its unique entity identifier);
    ii. Subrecipient's unique entity identifier;
    iii. Federal Award Identification Number (FAIN);
    iv. Federal award date of award to the Town by the federal agency;
    v. Subaward period of performance start and end date;
    vi. Subaward budget period start and end date;
    vii. Amount of federal funds obligated in the current action (i.e. agreement) by the Town to the subrecipient;
    viii. Total amount of federal funds obligated in the subaward;
    ix. Total amount of the federal award committed to the subrecipient by the Town (i.e. per federal grant program);
    x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);
    xi. Name of the federal awarding agency, the Town, and contact information for awarding official of the Town;
    xii. Assistance listings number and title (the Town must identify the dollar amount made available under each federal award and the assistance listings number at time of disbursement);
    xiii. Identification of whether the federal award is research and development ("R&D"); and
    xiv. Indirect cost rate for the federal award (including if the de minimis rate is used).

2. All requirements imposed by the Town on the subrecipient so that the federal award is used in accordance with applicable federal laws and regulations and the terms and conditions of the federal award, including the adoption of necessary policies for use of federal funds.

3. Any additional requirements that the Town imposes on the subrecipient in order for the Town to meet its responsibilities under the federal award, including identification of any required financial and performance reports.

4. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government. If no approved rate exists, the Town must determine the appropriate rate in collaboration with the subrecipient, which is either:
    i. the negotiated indirect cost rate between the Town and the subrecipient; which can be based on a prior negotiated rate between a different pass-through entity and the same subrecipient. If basing the rate on a previously negotiated rate, the Town is not required to collect information justifying this rate, but may elect to do so; or
    ii. the de minimis indirect cost rate.

    The Town must not require use of a de minimis indirect cost rate if the subrecipient has a federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with 2 C.F.R. § 200.405(d).

5. A requirement that the subrecipient permit the Town and auditors to have access to the subrecipient's records and financial statements as necessary for the Town to fulfill its monitoring requirements; and

6. Appropriate terms and conditions concerning the closeout of the subaward.

Subrecipient agreements should be drafted on subrecipient agreement templates pre-approved by the Legal Department.

D. Subrecipient Monitoring.

The Town shall monitor the activities of the subrecipient as necessary to ensure that the subaward:

1. is used for authorized purposes;
2. in compliance with federal laws and regulations and the terms and conditions of the federal grant program and subaward; and
3. that subaward performance goals are achieved.

At a minimum, Town monitoring of the subrecipient must include:

1. Reviewing financial and performance reports required by the Town and ensuring all expenditures are in compliance with the requirements of the subaward and terms and conditions of the federal grant (i.e. payment validation). Desk reviews to review the subrecipient's award administration capacity and financial management programs including governance, budgeting, accounting, internal controls, record keeping, etc. are also recommended.
2. Following-up and ensuring that the subrecipient takes timely and corrective action on all significant developments that negatively effect the subaward. Significant developments include Single Audit findings related to the particular subaward, or other audit findings, site visits, and written notifications from a subrecipient of adverse conditions that will impact its ability to meet the milestones or objectives of a subaward. When significant developments negatively impact the subaward, the subrecipient must provide the Town with information on its plan for corrective action and any assistance needed to resolve the situation.

3. Issuing a management decision for applicable audit findings pertaining only to the federal award provided to the subrecipient from the Town as required by 2 C.F.R. § 200.521. This decision must be issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse ("FAC").
4. The Town is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving cross-cutting[27] audit findings that apply to the subaward and other federal awards or subawards. If a subrecipient has a current Single Audit report has not otherwise been excluded from receiving federal funding (*e.g.,* has been debarred or suspended), the Town may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 C.F.R. § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the Town to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
5. Verifying that every subrecipient is audited as required by 2 C.F.R. Part 200, Subpart F when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 (currently $1,000,000).
6. Determining whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the Town's own records.
7. Taking enforcement action against noncompliant subrecipients as described in 2 C.F.R. § 200.339 and in program regulations.

Commented [JC1]: Change in 200.501

Any additional reporting and monitoring requirements must be included in the subrecipient agreement. Depending upon the Town's assessment of risk posed by the subrecipient (as described in Article V, Subsection B above), the following monitoring tools may be useful for the Town to ensure proper accountability and compliance with program requirements and achievement of performance goals:

1. Providing subrecipients with training and technical assistance on program-related matters;
2. Performing on-site reviews of the subrecipient's program operations; and
3. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. § 200.425.

As detailed below, the assigned level of monitoring will vary based on the overall risk assessment determination as low, medium, or high risk.

[27] Cross-cutting audit findings means an audit finding where the same underlying condition or issue affects all federal awards (including federal awards of more than one federal agency or pass-through entity). For example, a cross-cutting finding may include an issue related to the grant recipient's accounting system.

Low Risk	Medium Risk	High Risk
• Payment validations (monthly) • Report reviews (quarterly) • Desk reviews (at least once per year and more frequently if requested by the Town) • Onsite reviews (upon request of the Town) • Audit review (yearly)	• More detailed financial reporting • Payment validations (monthly) • Report reviews (bi-monthly) • Desk reviews (within 6 months of project start and every six months thereafter) • Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by Town • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)	• More detailed financial reporting • Compliance training (one-time) • Prior approvals for certain expenditures • Payment validations (monthly) • Report reviews (monthly) • Desk reviews (within 3 months of project start and at least quarterly thereafter) • Onsite reviews (within 6 months of project start and bi-annually thereafter, or more frequently as requested by the Town) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

Subrecipient monitoring should be documented by the Town's Grant Administrator utilizing the Subrecipient Monitoring Form attached to this Policy as **Exhibit B**.

E. Noncompliance.

If the Town determines that the subrecipient is not in compliance with the subrecipient agreement, the Town may take action pursuant to 2 C.F.R. §§ 200.339-200.343, including termination of the subrecipient agreement.

F. Subaward Closeout.

The subrecipient agreement will include terms for the closeout of the subaward. Subrecipients must submit final reports including a narrative description of the accomplishments for each objective of the subaward. Included in the narrative will be an evaluation of project outcomes. Any objectives not accomplished during the funding period, as well as any changes to the programmatic component of the projects utilizing subaward funding, will require an explanation. Subrecipients must also provide cost information to demonstrate cost effective practices as required by the Town's Uniform Guidance Cost Principles Policy.

Final reports are usually due 30 days after grant-funded project termination. Timely filing of reports may have an effect on future funding possibilities.

Exhibit A
Subrecipient Risk Assessment Form

Subrecipient Information:

Subrecipient Name	[INSERT SUBRECIPIENT NAME, WHICH MUST MATCH THE NAME ASSOCIATED WITH ITS UNIQUE ENTITY IDENTIFIER]
Subrecipient Unique Entity Identifier:	[INSERT SUBRECIPIENT UNIQUE ENTITY IDENTIFIER]
Brief Description of Subaward Project and Role of Subrecipient:	[INSERT A BRIEF DESCRIPTION OF SUBAWARD PROJECT AND ROLE OF SUBRECIPIENT]
Name and Title of Subrecipient Personnel Providing Information for this Risk Assessment	[INSERT NAME AND TITLE OF SUBRECIPIENT PERSONNEL PROVIDIN INFO. FOR THIS RISK ASSESSMENT]

Choose an item.	Is the entity prohibited from receiving federal funds due to suspension or debarment per the Excluded Parties List located in the System for Award Management (SAM)? (https://sam.gov/content/home)
Choose an item.	Is the entity in good standing with the Town? Discuss with appropriate staff.
Choose an item.	Has Data Collection Form on Federal Audit Clearinghouse (FAC) been reviewed? (https://facweb.census.gov/uploadpdf.aspx)
If yes,	List Findings:

Risk Category	Rating Label	Comments
General Assessments		
1. Is the proposed subrecipient entity's (hereinafter "entity") facility, equipment, supplies, and staffing adequate for the needs of the award?	Choose an item.	
2. Has the entity adopted and implemented all required Uniform Guidance policies and procedures?	Choose an item.	
3. Has the entity adopted and implemented records retention, conflict of interest, and nondiscrimination policies, consistent with the federal grant award terms?	Choose an item.	

4. Is the entity properly licensed or certified by a recognized source (i.e., the Internal Revenue Service non-profit determination letter, bonded and insured if performing construction-related activities, etc.)?	Choose an item.	
5. Does the entity have a Code of Ethics policy which is provided to all associated employees?	Choose an item.	
6. Has the entity's management demonstrated a commitment to compliance with the subaward terms and all applicable laws and regulations?	Choose an item.	
Financial Management, Systems, & Personnel		
7. Does the entity have a financial management system that provides records that can identify the sources and application of funds for subaward funded activities?	Choose an item.	
8. Does the entity's financial management system provide for the control and accountability of project funds, property, and other assets?	Choose an item.	
9. What is the current staffing level of the entity?	Choose an item.	
10. Has there been any change in the entity's key staffing positions in the last 2 years?	Choose an item.	
11. What is the entity's staff's experience in performing stated activities in the proposed subaward?	Choose an item.	
12. Does the entity have a formal, written personnel policy that addresses: (a) Pay rates & benefits (b) Time & attendance (c) Leave (d) Discrimination (e) Nepotism (f) Conflict of Interest?	Choose an item.	
13. Does the entity have sufficient internal controls related to the subaward funds?	Choose an item.	
14. Does the entity have sufficient cash flow to carry out the subaward terms?	Choose an item.	
Experience with Other Federal Grants		
15. Has the entity previously done work for the federal government?	Choose an item.	**If low or moderate (yes)**, list the last three agencies and award periods.

(a) **If low or moderate (yes),** what is the entity's past performance on meeting federal program outcomes and managing federal funds in compliance with federal regulations?	Choose an item.	
16. Is the entity experienced in managing federal funds of the scope of this proposed subaward?	Choose an item.	
17. Identify any monitoring interventions the entity is currently subject to related to other federal grant awards.	Choose an item.	
18. Does the entity maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?	Choose an item.	
Audits		
19. Does the entity have a designated federal cognizant audit agency?	Choose an item.	**If low (yes),** provide name of audit agency.
20. Has the entity completed a Single Audit in the past five years?	Choose an item.	**If low or moderate (yes),** provide a copy of the most recent audit and **do not complete the rest of the Audit Section.**
(a) **If high (no) to 20.,** does the entity have annual financial statements that have been reviewed of audited by an independent audit firm?	Choose an item.	If yes, please provide a copy of the statements for the most current fiscal year. If no, please explain.
Indirect Rate Information		
21. Does the entity have a negotiated federal indirect/F&A rate? (*Note: This question does not impacted weight of risk assessment*)	Choose an item.	**If yes,** what is the rate? **If no,** indicate that de minimis 15% indirect rate will apply
Overall Risk Assessment		
22. Based on the overall assessment, does the reviewer anticipate any implementation problems with the proposed subaward?	Choose an item.	
23. What percentage of the entity's overall annual budget will this subaward comprise?	Choose an item.	
24. Considering all factors above, assess overall level of risk	**Choose an item.**	

Commented [JC2]: Update in guidance

Document any additional findings, mitigating factors, and recommendations here.

Assessment Completed By: _____
Date of Assessment: _____

Exhibit B
Subrecipient Monitoring Form

This report reflects the Town of Huntersville's ("Town") substantive assessment of the subrecipient's project implementation and subaward compliance. The Town's Grant Manager assigned to the subaward or Finance Officer must complete this report for each payment validation, report review, desk review, site review, and audit or procedures engagement review during the subaward term (and, as appropriate, after the expiration or termination of the subaward). Upon completion, the original will be filed in the subaward file. Any required subrecipient corrective actions will be detailed in writing and provided to the subrecipient within thirty days of the completion of this report.

I. Subaward Overview (complete this section for all reviews)

STAFF INFORMATION

Reviewed conducted by:		Date:
Type (programmatic, financial, or both)		Date:
Review confirmed by:		Date:

SUBRECIPIENT INFORMATION

Subrecipient Name:	
Subrecipient Program Personnel (who participated in the review):	
Subrecipient Contact Phone Number:	
Subrecipient Fiscal/Audit Personnel (who participated in the review):	
Subrecipient Fiscal Contact Phone Number:	

GRANT REVIEW INFORMATION

Grant	Project #	Award $	POP Begin	POP End	Review Period	
					Beginning Date	Ending Date

TYPE OF MONITORING

	Type of Monitoring	**Date Completed**	**Comments**
☐	Payment Validation (Complete this column, but not the rest of the form.)		
☐	Report Review (Complete this column, but not the rest of the form.)		

☐	Audit or Procedures Engagement Review (Complete this column, but not the rest of the form.)		
☐	Desk Review (If desk review, complete the rest of the form.)		
☐	Onsite Review (If onsite review, complete the rest of the form.)		

II. Desk and Onsite Reviews (complete this section for desk and onsite reviews only)

PRE-MEETING NOTES
List any issues, concerns, or other specialty items for follow-up during review.

1.
2.

SUMMARY OF PROGRESS
Subrecipient must submit a written summary of the major workplan milestones during the review period at least one week prior to the review. The summary must address 1) number of clients served as compared with projections; 2) staffing; 3) activities undertaken; and 4) significant accomplishments. A copy of that summary will be appended to this written review report.

MONITORING OVERVIEW

PROGRAM IMPLEMENTATION
Indicate milestones met this quarter and identify milestones as scheduled to occur in the following quarter.

ACTIVITIES/PRODUCTS
Identify any reports or products that were submitted during the quarter and identify those due the following quarter.

CORRECTIVE ACTIONS FROM PRIOR REVIEWS
Indicate actions taken in response to prior review issues.

ASSESSMENT OF QUALITY OF IMPLEMENTATION

Is the project being implemented on schedule? Are the activities impacting the goals and objectives as outlined in approved application?

ISSUES/PROBLEMS

Discuss significant new issues/problems with respect to projected milestones, audits, staffing, client flow, departures from approved goals, late reports, etc.

MONITORING SPECIFICS
(Complete all fields that are applicable to the subaward.)

Activity Goals ☐ **N/A**	**Yes**	**No**	**N/A**
Scope of Service, Number of People to be Served, and any Special Terms stated within the Subaward Agreement.			
1. Has there been a change in the activity goals, scope of service, number of people to be served or other special terms as indicated in the Agreement between the Subrecipient and the Recipient?	☐	☐	☐
(a) If yes, was the Recipient informed of the change?	☐	☐	☐
2. Did the activity conform to any additional or special terms as reflected in the Subaward Agreement?	☐	☐	☐
3. Is the subrecipient providing the full scope of services as stated in the application and Subaward Agreement?	☐	☐	☐
4. Are the actual accomplishments at the time of this review the same as the planned accomplishments? Is the activity achieving the expected quantifiable levels of performance (number of persons served, achieving goals set for clients, etc.) reaching the intended client group?	☐	☐	☐
5. Is the overall activity performance schedule being met in a timely manner (i.e. goal for number of clients served, expenditure of funds in timely manner, reporting requirements)?	☐	☐	☐
6. Did the activity operate within the approved budget as detailed in the Subaward Agreement? (i.e., budgetary line items both accurate and realistic for activity expenses; source and use of match funds accurate)	☐	☐	☐
7. Did the activity funding source change?	☐	☐	☐
8. Was there a change in make-up or responsibility of staff for the activity?	☐	☐	☐
9. Were invoices for reimbursement payments submitted with support documentation?	☐	☐	☐
10. Were reports outlined in the Subaward Agreement submitted on time?	☐	☐	☐
General Comments			

General Compliance	**Yes**	**No**	**N/A**
Request a copy of all applicable policies and procedures required by the award terms and Uniform Guidance.			
11. Does the subrecipient have written policies and procedures to adequately administer the subaward?			
12. Does the subrecipient have a written conflict of interest policy for their employees?			
13. Are there sufficient internal controls in place to protect against waste, fraud, and abuse of Federal funds (segregation of duties, etc.)?			

14. If program income will be generated by the subrecipient, have provisions been made to ensure that it is used in accordance with the terms and conditions of the federal grant and Uniform Guidance requirements?			
What procedures does the subrecipient use to identify and account for federal property purchased with subaward funds?			
Does the subrecipient have adequate safeguards for preventing loss, damage, or theft of property held (inventory control, etc.)?			
Describe any technical assistance/training provided to subrecipient during the project period.			
General Comments			

Employee Reimbursement	□ **N/A**	**Yes**	**No**	**N/A**
Request a copy of the employee reimbursement policy, and/or have the subrecipient describe the procedure for approving and documenting expenses that are reimbursed.				
15. Are detailed receipts (i.e., receipts that do not merely show a total, but the detail of what was purchased) provided for reimbursement?				
16. Are reimbursements reviewed and approved by a supervisor or project manager prior to being submitted to the Fiscal Officer/Accounting Staff for payment?				
17. Does the subrecipient have a Reimbursement Policy?				
Examine two or more reimbursements that were paid out of the grant being monitored.				
18. Were the detailed receipts provided to support the amounts requested?				
19. Were the expenses in compliance with grant requirements/guidelines and UG?				
20. If reimbursed for training or conference expenses, was a certificate of attendance or completion, or agenda and brochure provided to support request for reimbursement?				
General Comments				

Equipment	□ **N/A**	**Yes**	**No**	**N/A**
What is the purchasing procedure for equipment purchased with grant funds? Attach copies of relevant policies and of any purchasing documentation during the review period.				
How is equipment inventoried, insured, and managed? Attach copies of relevant policies and current inventory information.				
What is the procedure for transferring equipment purchased with grant funds to another entity? Attach copies of relevant policies and documentation for any transfers during review period.				
Request an inventory list, physical locate selected items, and examine items to ensure compliance.				

1. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?			
2. Has all equipment indicated as purchased actually been purchased?			
3. Was equipment purchased in accordance with required procurement rules/policies?			
4. Were additions and deletions to the equipment budget made and approved prior to the purchase/procurement dates?			
5. Does a detailed expenditure list indicate any equipment purchased that is not accounted for in the subaward budget?			
6. Is equipment purchased with subaward funds in prior years still in inventory and still being used for subaward purposes?			
7. Has the inventory been updated, and did it account for all items transferred to other entities?			
8. For equipment that was transferred, aside from normal office equipment, was the transferee properly trained on the equipment, and is there a record of that training?			
9. For equipment transferred to other entities; have they added it to their inventory records and is it maintained/used for intended purposes?			
General Comments			

Financial Management □ **N/A**	**Yes**	**No**	**N/A**
What is the Accounting System for each grant program?			
1. Is there a separate accounting for all financial transactions for the subaward?			
2. Is a process in place to prevent co-mingling of funds?			
3. Does the accounting system prevent obligation or expenditure of funds outside the subaward's period of availability?			
4. Are accounting records supported by source documentation?			
5. Were any illegal transfers or unusual activities noted during a review of the subrecipient's fund activity reports?			
6. Does the system provide for prompt and timely recording and reporting of all financial transactions?			
7. Is proper Fiscal record retention being followed in accordance with the federal grant terms and conditions?			
What is the process for approval and payment of expenditures and posting to the General Ledger?			
8. Are subaward costs identified as eligible prior to encumbering funds and placing an order?			
9. Were the applicable State/Federal suspension and debarment listings consulted prior to doing business with a vendor and/or contractor?			
10. Are all invoices reviewed by the project director for eligibility and marked 'okay to pay' prior to being submitted to the fiscal office or accounting staff for payment?			

11. Are disbursements fully support by invoices, requisitions, purchase orders, or similar documents?			
12. Are cancelled checks or warrants available for review?			
13. Were all subaward funds that were received disabused within the allowable timeframe?			
What is the reconciliation process, and how are errors or adjustments handled?			
14. Does the subrecipient perform routine reconciliations of its records against the General Ledger? By whom and how often?			
15. Does the subrecipient have sufficient internal controls related to reconciliations?			
16. Were actions taken to promptly correct any errors and/or resolve issues?			
General Comments			

Other Direct Costs ☐ **N/A**	**Yes**	**No**	**N/A**
How are rent, utilities, and other items allocated for the program?			
1. Are rent payments documented by a copy of the lease agreement, and canceled checks or receipts?			
2. Are receipts, bills, and invoices properly maintained?			
3. Is the actual rate and method being charged to the grant consistent with the rate and method approved in the budget?			
4. Are costs shared with other programs or funding sources? If yes, how are costs allocated?			
General Comments			

Personnel/Direct Labor ☐ **N/A**	**Yes**	**No**	**N/A**
Describe the payroll process and who is paid by the subaward.			
1. Are personnel files maintained for each employee that include current job descriptions, performance and evaluations, and changes in pay rates?			
2. Are time sheets, activity reports, or payroll files available for review? These documents should clearly show the effort toward the subaward charged.			
3. Are individual employee time sheets and attendance records:			
• Prepared and signed by each employee for each pay period?			
• Reviewed and signed by each employee's supervisor?			
• Reconciled to the payroll master ledger?			
4. Are all authorized staff positions filled for the approved budget?			
5. Are staff salaries consistent with the approved budget?			
6. Are fringe benefits the same as what is listed in the approved budget?			

General Comments

Reporting Requirements	☐ N/A	Yes	No	N/A
Subrecipients are required to report on progress toward implementing plans described in their application/proposal.				
1. Progress reports must be submitted based on approved work plan. Have all of the reports been submitted for this reporting period?				
2. Are there any outstanding data elements that must be tracked and reported by the subrecipient? If so, detail the plan for the subrecipient to comply with this requirement.				
Comments				

Supplies & Materials	☐ N/A	Yes	No	N/A
Explain the process of allocating supply costs to the subaward.				
1. Are purchases of supplies approved and well documented by quotes, invoices, or receipts?				
2. Are expenditures for supplies consistent with the approved budget?				
3. Is there a substantial supply inventory remaining at the project termination date?				
4. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?				
General Comments				

Travel/Vehicle Mileage	☐ N/A	Yes	No	N/A
Request a copy of the subrecipient's travel policy or have them describe the procedure for approving and documenting travel expenses.				
1. Is employee travel approved in advance by a supervisor or project manager?				
2. Are travel expenditures documented with expenses reports and/or detailed receipts (i.e., receipts do not merely show total but detail of what was purchased)?				
3. Are travel expenditures appropriately supported within subaward guidelines and in the approved budget?				
4. Are mileage reimbursements supported by a mileage log or similar documentation?				
General Comments				

Single Audit Review	☐ N/A	Yes	No	N/A
Obtain a copy of the subrecipient's most recent audit from FAC. Attach it to this review form.				

1. Was the Major Programs' Compliance Opinion in the Summary of Auditor's Results in the Schedule of Findings qualified?			
2. Were there any findings and/or questioned costs for federal awards in the Schedule of Findings? Were any other operational issues such as the handling of assets, lack of policies and procedures, contract non-compliance, etc., which would impact Federal dollars received?			
3. Were past audit findings and/or questioned costs for federal awards satisfactorily resolved?			
4. Was any control issue identified which would impact the processing of Federal grant dollars (i.e., control weaknesses)?			
General Comments *(If yes response to questions 1, 2, and/or 4, then comment on the issues noted from the audit and how this was addressed during the onsite review).*			

[DRAFTER NOTE: ADD OTHER RELEVANT REVIEW FIELDS HERE]

RECOMMENDED CHANGES AND/OR NEW MONITORING INTERVENTIONS

Please document any recommendations for financial, programmatic, or other changes. Indicate if further monitoring interventions are warranted.

PURCHASING AND CONTRACTING POLICY

EXHIBIT C
External Contract Addendum
(Includes Town's Federal Contract Terms)

TOWN OF HUNTERSVILLE EXTERNAL CONTRACT ADDENDUM

1. **Applicable Laws and Courts**. This contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
2. **Jury Trial**. Nothing contained in this Contract shall constitute a waiver of the Town's right to a jury trial.
3. **Ethics in Public Contracting**. If applicable, 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.
4. **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 Service 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.
5. **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.
6. **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.
7. **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, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
8. **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 Services

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.

9. **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 or services 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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **Priority of Terms**. The terms of this addendum shall supersede and take priority over any conflicting terms in the contract documents.

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 contract[28].
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.

[28] 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)

Firm

Name: _____
Name of Contractor (type or print)

By:
_____
(Signature)

Title: _____

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

PURCHASING AND CONTRACTING POLICY

EXHIBIT D
Minority Business Outreach Plan

	Title: Town of Huntersville Minority Business Participation Outreach Plan
	Description: Outlines good faith efforts required to solicit minority participation in building construction, renovation, and repair projects.
	Adopted By: Town Board of Commissioners **Date:**

TOWN OF HUNTERSVILLE
MINORITY BUSINESS PARTICIPATION OUTREACH PLAN

SECTION 1. POLICY STATEMENT

It is the policy of the Town of Huntersville (the "Town") to encourage minorities to participate in its building construction, renovation, and repair projects.

In accordance with N.C.G.S. § 143-128.2, the purpose of this plan is to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and nonminority businesses.

It is further the policy of the Town to prohibit illegal discrimination against any person or business enterprise and to conduct its building construction, renovation, and repair programs so as to prevent such discrimination.

The Town provides minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to, building projects, supplies and materials purchases, and professional and personal service contracts. We consider the participation of minority and women-owned businesses and the value of the quality and diversity of goods and services provided an investment. Any subsequent growth of businesses related to minority business participation parallels greater economic expansion, more jobs, and increased revenue to build our future.

It is the policy of the Town in concert with other local, state, and federal agencies and with the assistance of minority groups and agencies, to seek and identify qualified minority and women's business enterprises (M/WBEs) and to offer them the opportunity to participate, and to encourage them to participate, in the Town's building construction and repair programs. Under this policy, the Town adopts the definition of M/WBEs contained in N.C.G.S. § 143-128.2.

It is the intent of this policy to secure contractors' participation and ensure competition. Nothing in this policy shall be construed to require contractors or the Town to award contracts or subcontracts or to make purchases of materials or equipment from minority business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

The Town will award public building construction and repair contracts to the lowest responsible, responsive bidder as provided by Article 8 of Chapter 143 of the North Carolina General Statutes.

OBJECTIVES:

The primary objective of the Town's Minority Business Participation Outreach Plan will be to focus on full utilization of minority and women businesses in the Town's construction activities; the assurance of a good faith effort program that benefits contractors, subcontractors, and vendors alike; and early conflict intervention of general and discriminatory concerns in addition to the following areas of assistance:

- Maintain and promote minority-owned and women-owned business utilization.
- Increase the Town of Huntersville's knowledge of minority and women owned business firms and become familiar with their product line.
- Provide up-to-date information on Town bidding opportunities.
- Management and technical assistance guidance and support throughout the process to ensure significant minority and female business participation.
- HUBs will have an opportunity to receive technical assistance in licensing, bonding, completing bid forms, clarification of any area of the contract in which there are questions (not including estimates for any specific project), and other procedures involved in securing Town contracts.
- Provide and administer procedures for reporting and monitoring compliance of contract activity, subject to the provisions of the HUB requirements of the Town of Huntersville.
- Provide and administer procedures for resolving complaints of discrimination made against businesses holding construction contracts with the Town of Huntersville.

SCOPE:

This Policy Applies to Minority Businesses, Minority Persons, and Socially and Economically Disadvantaged Individuals.

A. A Minority Business is a business:

1. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals, and
2. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

B. A Minority Person[29] is a person who is a citizen or lawful permanent resident of the United States, and who is:

1. Black, that is, a person having origins in any of the black racial groups in Africa;

2. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;

3. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;

4. American Indian or Alaskan Native, that is, a person having origins in any of the original peoples of North America; or

5. Female.

C. A Socially and Economically Disadvantaged Individual is defined by 15 U.S.C. § 637 as a socially disadvantaged individual whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, the federal government considers factors such as assets and net worth. This category includes M/WBEs of economically disadvantaged Indian tribes.

SECTION 1.1 VERIFIABLE GOALS FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION[30]

The Town has established a verifiable goal of ten percent (10%) for participation by minority businesses in locally funded building projects costing $300,000 or more. The goal will be for the total value of work for the building project.

Pursuant to N.C.G.S. § 143-128.2(a), the Town shall also require a verifiable goal of ten percent (10%) of the total value of work for participation by minority businesses in building projects receiving state appropriations or other state grant funds, including a building project done by a private entity on a facility to be leased or purchased by the Town, where the project cost is one hundred thousand dollars ($100,000) or more.

This policy shall not apply to the purchase and erection of prefabricated or relocatable buildings or portions thereof, except that portion of the work which must be performed at the construction site, as excepted in N.C.G.S. § 143-128.2(j).

[29] For building projects funded in whole or in part with federal funds, Hasidic Jews are also considered minority persons.
[30] Projects funded in whole or in part with federal funds will comply with applicable federal thresholds regarding Minority and Woman Owned Business Enterprises participation.

SECTION 1.2 MINORITY BUSINESS RESPONSIBILITIES

The Town does not certify minority, disadvantaged or woman-owned businesses. In order to participate, you must first become a certified minority or woman-owned business with the State of North Carolina. Certification is handled through the NC Department of Administration's Office for Historically Underutilized Businesses. Through Vendor Link, the online vendor registration software, businesses may register with the State and verify their status as a HUB vendor. Registration not only certifies you to do business with the Town as a M/WBE, but also makes you eligible for work with the State of NC.

If you would like to be certified, please visit the NC Department of Administration's Office for Historically Underutilized Businesses and complete the online application. The application process takes approximately 6-8 weeks.

SECTION 2- REGULATIONS AND PROCEDURES FOR IMPLEMENTING MINORITY BUSINESS ENTERPRISE PARTICIPATION POLICY

SECTION 2.1 FORMAL BUILDING PROJECTS:

The following requirements shall apply to all building projects costing three hundred thousand dollars ($300,000) or more.

A. Town Responsibilities:

1. Advertise building projects. When soliciting bids for formal building projects, the Town shall advertise on their website via: https://www.huntersville.org/Bids.aspx.

   At least 10 days prior to the scheduled day of bid opening, the Town shall notify minority businesses that have requested notices from the Town for public construction or repair work and minority businesses that otherwise indicated to the Office of Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:

   i. a description of the work for which the bid is being solicited,
   ii. the date, time, and location where bids are to be submitted,
   iii. the name of the individual within the public entity who will be available to answer questions about the project,
   iv. where bid documents may be reviewed, and
   v. any special requirements that may exist.

2. Hold a pre-bid conference prior to bid opening for each project and assure a Town representative is in attendance. The conference may be hosted in-person or through a virtual meeting platform.

3. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.

4. The Town will research Historically Underutilized Business (HUB) resources on an annual basis and update its list of registered HUBs accordingly.

5. The Town shall report to the Department of Administration, Office of Historically Underutilized Business: 1) the verifiable percentage goal; 2) the type and total dollar value of the project, minority business utilization by minority business category, trade, total dollar value of contracts awarded to each minority group for each project; 3) the applicable good faith effort guidelines or rules used to recruit minority business participation; 4) good faith documentation accepted by the public entity from the successful bidder; and 5) the utilization of minority businesses under the various construction methods under N.C.G.S. § 143-128(a1).

B. Contractor Responsibilities:

1. Attend the scheduled pre-bid conference.

2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.

3. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification must include all of the following:

    i. A description of the work for which the sub-bid is being solicited.
    ii. The date, time and location where sub-bids are to be submitted.
    iii. The name of the individual within the company who will be available to answer questions about the project.
    iv. Where bid documents may be reviewed.
    v. Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

4. All bidders on building projects costing $300,000 or more shall undertake good faith efforts to recruit minority businesses and provide documentation of meeting the minimum requirements of N.C. Gen. Stat. § 143-128.2. Failure to comply with these procedural requirements and requirements for submittal shall render the bid non-responsive and result in rejection of the bid.

5. Each bidder, which shall include first-tier subcontractors for construction manager at risk projects, on a building projects costing $300,000 or more shall identify on its bid the minority businesses that it will use on the project and the total value of minority business contracting by **attaching to his or her bid** the *Identification of Hub Certified/Minority Business Participation Form* in the Appendix of this Plan. Each bidder shall also **attach to their bid** an affidavit (*Affidavit A* in the Appendix of this Plan) listing the good faith efforts it has made pursuant to N.C. Gen. Stat. § 143-128.2(f) and Section 2.2 below. Alternatively, a contractor, including a first-tier subcontractor on a construction manager at risk project, that performs all of the work under a contract with its own workforce may submit an affidavit to that effect (*Affidavit B* in the Appendix of this Plan) in lieu of Affidavit A. However, bidders

opting to submit *Affidavit B* in lieu of *Affidavit A* must still submit the *Identification of Hub Certified/Minority Business Participation Form* with their bid.

The apparent lowest responsible, responsive bidder shall also file the following:

i. Within the time specified in the bid documents, or if no time is specified, then at the time the bid is submitted, either:

   a. An affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal (*Affidavit C* in the Appendix of this Plan). An affidavit under this sub-subdivision shall give rise to a presumption that the bidder has made the required good faith or effort; or

   b. Documentation of its good faith effort to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Bidders submitting documentation under this subsection must also submit *Affidavit D* in the Appendix of this Plan.

ii. Within 30 days after award of the contract, a list of all identified subcontractors that the contractor will use on the project.

6. During the construction of a project, if it becomes necessary to replace an M/WBE subcontractor, the prime contractor shall advise the Town in writing. No M/WBE subcontractor may be replaced with a different subcontractor except for the following:

   i. If the subcontractor's bid is later determined by the contractor or construction manager at risk to be nonresponsible or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work; or

   ii. With the approval of the Town for good cause.

Prior to substituting a subcontractor, the contractor shall identify the substitute subcontractor and inform the Town, in writing, of its good faith efforts to replace with another M/WBE Subcontractor. Good faith efforts as set forth in N.C.G.S. § 143-131(b) and Section 2.3(B) below apply to the selection of a substitute subcontractor.

SECTION 2.2 Minimum Good Faith Effort Requirements N.C.G.S. § 143-128.2(f):

All written statements, affidavits, or intentions made by the bidder shall become a part of the agreement between the contractor and Town for the performance of the contract. Failure to comply with any of these statements, affidavits, or intentions, or with the minority business guidelines shall constitute a breach of contract. A finding by the Town that any information, submitted either prior to award of the contract or during the performance of the contract, is

inaccurate, false, or incomplete, shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. The Town shall determine, in the exercise of its sole discretion, whether to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, the Town will evaluate all efforts made by the contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Bidders must earn at least 50 points from the good faith efforts listed below in order for their bids to be considered responsive:

(1) Contacting those minority businesses reasonably expected to submit a quote and known or identified to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (Value = 10 points)

(2) Making the construction plans, specifications, and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due. (Value = 10 points)

(3) Breaking down or combining elements of work in economically feasible units to facilitate minority participation. (Value = 15 points)

(4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and those included in the bid documents to provide assistance in recruitment of minority businesses. (Value = 10 points)

(5) Attending any pre-bid meetings scheduled by the public owner. (Value = 10 points)

(6) Providing assistance in obtaining required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (Value = 20 points)

(7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification shall have the reasons documented in writing. (Value = 15 points)

(8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit. (Value = 25 points)

(9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public building construction or repair project when possible. (Value = 20 points)

(10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. (Value = 20 points)

Failure to file a required affidavit or documentation demonstrating that the contractor made the required good faith effort is grounds for rejection of the bid.

SECTION 2.3 INFORMAL BUILDING PROJECTS

Building projects costing more than thirty thousand dollars ($30,000), but less than three hundred thousand Dollars ($300,000).

A. Town's Responsibilities:

1. Notify Minority Business Enterprises of bidding opportunities by one of the following methods:

   a) Advertise on their website via: https://www.huntersville.org/Bids.aspx.

   b) Advertise the project in an identified Minority Business Enterprise targeted newspaper(s) or;

   c) Attempt to contact Minority Business Enterprises.

2. Record all contractors contacted, along with the list of contractors provided with bidding documents.

3. Document Minority Business firms contacted and record their minority category along with any other efforts to recruit minority businesses.

4. Record all contractors submitting bids, along with the amount of each bid.

5. All data, including the type of project, total dollar value of the project, dollar value of minority business participation on each project, and documentation of efforts to recruit minority participation shall be reported to the Department of Administration, Office for Historically Underutilized Business, upon the completion of the project.

B. Contractor Responsibilities:

1. The Contractor will provide the following documentation prior to final payment by the Town.

   a) A record of contractors solicited and efforts to recruit minority business participation in those contracts.

   b) A list of minority businesses used on the project, identifying the businesses name, type of work performed, and minority category.

   c) List the dollar amount paid to each minority business and the percentage it represents of the final project value.

SECTION 2.4 QUALIFICATIONS BASED SELECTION

For the qualifications-based selection process to procure architectural, engineering, surveying, and construction-management-at-risk services, the Town shall make good faith efforts to encourage minority participation. These good faith efforts shall include notifying Minority Business Enterprises of opportunities by similar means as described in Section 2.3 of this policy.

MINORITY BUSINESS PARTICIPATION OUTREACH PLAN
APPENDIX FORMS FOLLOW

Identification of HUB Certified/ Minority Business Participation

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

Firm Name, Address and Phone #	Work Type/Cost	*Minority Category	**HUB Certified (Y/N)

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

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

The total value contracted to Minority Businesses will be ($)_____.

If none, please insert zero.

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

County of _____

Affidavit of (name of bidder)_____
I have made a good faith efforts to comply under the following areas checked.

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

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

Signature page follows

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Town. Substitution of contractors must be in accordance with N.C.G.S. § 143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of_____, County of_____
Subscribed and sworn to before me this ____day of _____20____
Notary Public_____
My commission expires_____

State of North Carolina AFFIDAVIT B—
Intent to Perform Contract with <u>Own</u> Workforce.

County of _____

Affidavit of (name of bidder)_____

I hereby certify that it is our intent to perform 100% of the work required for the

_____contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform <u>all elements of the work</u> on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the Town in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date:_____ Name of Authorized Officer:_____

Signature:_____

SEAL

Title:_____

State of _____, County of_____
Subscribed and sworn to before me this _____day of _____20___
Notary Public _____
My commission expires_____

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

County of _____

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

Affidavit of (name of bidder)_____I do hereby certify that on the

Project ID#/Name_____Amount of Bid $_____

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

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

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

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

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

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of _____, County of _____

Subscribed and sworn to before me this _____day of _____20____

Notary Public_____

My commission expires_____

State of North Carolina AFFIDAVIT D –
Good Faith Efforts Documentation

County of _____

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall ***provide the following documentation*** to the Town of his good faith efforts:

Affidavit of (Name of Bidder)_____I do hereby certify that on the

Project ID#/Name_____Amount of Bid $_____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below. If none, leave blank.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

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

Examples of documentation that may demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not limited to, the following:

a. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

b. Copies of quotes or responses received from each firm responding to the solicitation.
c. A telephone log of follow-up calls to each firm sent a solicitation.
d. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
e. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal, including ads placed.
f. Copy of pre-bid roster.
g. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
h. Letter detailing reasons for rejection of minority business due to lack of qualification.
i. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

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

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

Date:_____Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of _____, County of _____

Subscribed and sworn to before me this _____day of _____ _____20____

Notary Public_____

My commission expires_____

PURCHASING AND CONTRACTING POLICY

EXHIBIT E
Delegation of Contracting Authority

RESOLUTION DELEGATING AUTHORITY TO AWARD CERTAIN CONTRACTS

WHEREAS, the Town of Huntersville has been granted certain corporate powers, including but not limited to, the power to contract; and

WHEREAS, pursuant to N.C.G.S. § 160A-12, when a power is conferred by charter or general law without direction or restriction as to how it is to be exercised or performed, such power may be carried into execution as provided by resolution of the Board of Commissioners; and

WHEREAS, pursuant to N.C.G.S. § 160A-148, the Town Manager is the chief administrator for the Town and shall perform such duties as the Board of Commissioners may require or authorize; and

WHEREAS, on October 21, 2019, the Board of Commissioners delegated the authority to the Town Manager to award qualifications-based selection contracts under § N.C.G.S. 143-64.31 without Board approval when the estimated fee of the contract is less than $50,000; and

WHEREAS, § N.C.G.S. 143-64.32 does not require approval from the Board of Commissioners for qualification-based selection contracts; and

WHEREAS, N.C.G.S. §143-129 currently allows the Board of Commissioners to delegate authority to approve, award, and execute contracts and amendments to contracts in the following amounts:

i) less than $500,000 for construction and repair, and

ii) any amount for apparatus, supplies, materials, and equipment, excluding sole source and piggyback awards as set forth in N.C.G.S. §143-129(e)(6) and (g)); and

WHEREAS, the North Carolina General Statutes generally do not restrict the Board of Commissioners' power to delegate authority to, enter into, or amend service contracts, or contracts that do not involve the payment of money by the Town; and

WHEREAS, to increase efficiency in the Town's contracting process consistent with the changes in award authority enacted by the General Assembly, the Board of Commissioners desires to delegate the award of certain contracts and amendments to the Town Manager; and

NOW THEREFORE, be it resolved by the Town of Huntersville Board of Commissioners, that:

1. Authority to execute contracts without approval by the Board of Commissioners.

Except as may be limited by law, the Town Manager and Deputy Town Manager, in the absence of the Town Manager, are authorized to: (a) approve, award, and execute contracts and amendments to contracts, of any kind or nature, including those for qualifications-based selection, when the expected expenditure of Town funds is less than $300,000, provided that the Board of Commissioners shall have approved a sufficient appropriation in the annual budget for the current fiscal year for the general purpose specified in the contract; and (b) approve and

execute contracts that do not require an expenditure of funds by the Town. Further, subject to any restrictions or limitations that may be imposed by the Town Manager, the Deputy Town Manager is authorized to approve, award, and execute contracts and amendments for the purchase of apparatus, supplies, materials and equipment when the expected expenditure of Town funds is less than $100,000, provided that the Board of Commissioners shall have approved a sufficient appropriation in the annual budget for the current fiscal year for the general purpose specified in the contract.

2. Authority to execute and make non-substantial changes to contracts approved by Board of Commissioners.

The Town Manager and Deputy Town Manager are authorized to: (a) execute contracts awarded or approved by the Board of Commissioners, and (b) make technical corrections and minor modifications to a contract approved by the Board of Commissioners, consistent with the spirit and intent of what the Board of Commissioners approved.

3. Authority to execute grant applications and grants.

The Town Manager and Deputy Town Manger are authorized to execute grant applications, grant awards and grant agreements when the amount of any Town match is within budgeted appropriations.

4. Authority to Delegate.

Except as may be limited by law, the Town Manager may delegate the authority conferred by this resolution to Deputy Town Manager in such amounts as the Town Manager may determine from time to time.

5. Summary of Contracts.

A summary of all contracts executed by the Town Manager or Deputy Town Manager pursuant to this delegation of authority in excess of $50,000 shall be provided to the Board of Commissioners on a quarterly basis, unless requested by the Board of Commissioners more or less frequently. The summary shall include the contract amount, the contract term, the party to whom the contract was awarded, and a brief description of the purpose of the contract.

6. This resolution supersedes any prior delegation of authority regarding the subjects of this resolution.

7. The Board of Commissioners directs that this resolution be reflected in the minutes of the Huntersville Board of Commissioners.

8. This resolution shall become effective upon adoption.

PURCHASING AND CONTRACTING POLICY

EXHIBIT F
QBS Exemption Form

EXEMPTION OF CONTRACT FROM N.C.G.S § 143-64.31 ("Mini Brooks Act")

Name of Project:_____("Project")

1. Except in cases of special emergency involving health and safety, N.C.G.S § 143-64.31 requires the selection of firms to perform architectural, engineering, surveying, construction management at risk services, design-build services, and public private partnership construction services to be based on demonstrated competence and qualification for the type of professional services required without regard to fee; and

2. Contracts with an estimated professional fee in an amount less than fifty thousand dollars ($50,000) may be exempted in writing from the qualification-based selection ("QBS") process pursuant to N.C.G.S § 143-64.32.

3. The Huntersville Board of Town Commissioners has authorized the Town Manager to issue written exemptions for qualifying contracts pursuant to N.C.G.S § 143-64.32.

4. The Town of Huntersville proposes to contract with_____[name of firm] for the professional services set forth below ("the Services"):

5. The estimated fee for the Services is less than $50,000.

NOW THEREFORE, THE UNDERSIGNED DECLARES THAT:

1. The contract for the Project is exempted from the provisions of N.C.G.S § 143-64.31.

_____
Huntersville Town Manager

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: South Prong Clarke Creek Minor System Stream Enhancement Project Interlocal Agreement with Mecklenburg County

---

EXPLAIN REQUEST:

Mecklenburg County Stormwater Services intends to perform a stream enhancement project along the major system of Clarke Creek in Huntersville. Upstream of their project, portions of the minor system are also severely degraded and in need of restoration and repair. It is in the best interest of the Town to combine the Town's portion of the project with Mecklenburg County's project and deliver the projects together. Accordingly, Mecklenburg County will design and deliver the combined project with reimbursement from the Town for the work. The attached Interlocal Agreement provides for funding from the Town for the work associated with the minor system work.

ACTION RECOMMENDED:

Approve the Interlocal Agreement with Mecklenburg County

FINANCIAL IMPLICATIONS:

Stormwater Fund

ATTACHMENTS:

1. ILA_Clarke Creek Minor Stream Enhancement_10-9-25

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
TOWN OF HUNTERSVILLE

INTERLOCAL AGREEMENT FOR FUNDING OF THE SOUTH PRONG CLARKE CREEK MINOR STREAM ENHANCEMENT PROJECT

This Interlocal Agreement for Funding of the Clarke Creek Stream Restoration Project is agreed and entered into the _____ day of _____, 2025, (the "Effective Date"), by and between **MECKLENBURG COUNTY** (the "County), a political subdivision of the State of North Carolina and the **TOWN OF HUNTERSVILLE** (the "Town"), a municipal corporation organized under the laws of the State of North Carolina (hereinafter the "Parties").

WITNESSETH:

WHEREAS, the County intends to make certain improvements to the major system water resources in the Clarke Creek watershed located from Blakemore Avenue to Monocacy Boulevard in Huntersville, North Carolina as shown in Exhibit "A" (hereinafter the "Property"), which include the restoration of streams and best management practices (hereinafter the "County Project"); and

WHEREAS, the Town is currently interested in improving minor system water resources in the Clarke watershed by making certain improvements on said Property, which include the restoration and repair of the minor system section of South Prong Clarke Creek from Roosevelt Drive to Blakemore Avenue (hereinafter the "Town Project"); and

WHEREAS, since it is in the Parties' mutual best interest to make County Project and Town Project improvements concurrently by developing design plans and completing construction for both the County Project area and the Town Project area concurrently as one project (hereinafter the "Combined Project"), and

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina, G.S. 160A-460 et seq; and

WHEREAS, the Parties desire to enter into a funding and development agreement that sets out their respective rights and responsibilities with respect to the Combined Project; and

NOW, THEREFORE, in consideration of the premises and the fulfillment of the terms of this Amended Agreement, the County and the Town agree as follows:

1. Combined Project Description. The Combined Project may include a combination of the following: stream restoration; stream enhancement; stream stabilization; habitat structure placement; buffer enhancements; and stormwater infrastructure. The County will execute and manage both the design and construction contracts for the Combined Project.

2. Exhibit List. The following Exhibits are attached to this agreement and incorporated herein by reference:

    a. **Exhibit A: Map of the Property.**

    b. **Exhibit B: Estimated Combined Project Funding.**

3. Consultant Selection. The County, after complying with all applicable statutory procedures, has selected a consulting engineering firm, Wildlands Engineering (the "Engineer"), which has expertise in the field of water resource design and construction contract services with projects similar in size and scope to the Combined Project, to provide engineering services with respect to the Combined Project. The Town assigns to the County its right to contract with the Engineer to provide engineering services for the Town Project portion of the Combined Project.

4. Design. The County shall be responsible, through the Engineer, for design of the Combined Project. The design plans will consist of major system improvements (County portion of design plans) and minor system improvements ("Town Project Design Plans"). Upon receipt of the design plans from the Engineer, the County will submit to the Town a copy of the Town Project Design Plans for review at the following approximate design milestones: 30% plans, 50% plans and 70% plans. The Town shall have a maximum of thirty (30) days to review Town Project Design Plans and provide written comments to the County after each design submittal. Once the Engineer has determined construction costs for the Town Project, the Town will indicate to the County in writing how much of the Town Project the Town wants the County to solicit bids for. The Town will have final approval authority for the plans and specifications for the Town Project. The County shall also be responsible for contract administration for the design contract and the agreed funding for the County Project and the Town Project as specified in **Exhibit B**. The County, with assistance from the Engineer, will be responsible for separating all costs between the County Project and Town Project.

5. Permits. The County shall, through the Engineer, obtain all federal, State and local permits necessary to construct the Combined Project. The County will submit to the Town a copy of all permit authorizations related to the Combined Project.

6. Construction Contract. The County shall solicit and obtain bids for the construction of the Combined Project, including all labor, materials and services necessary to execute the work associated with the approved design plans and construction documents and award the contract for such Combined Project to a qualified contractor (hereinafter the "Contractor") in accordance with applicable law. Before awarding any contract that includes any portion of the Town Project, the County must notify the Town of all bidders for the Combined Project and their bid amounts. The County shall also be responsible for contract administration for the construction contract and the agreed funding for the County Project and the Town Project as specified in Exhibit B. The County, with assistance from the Engineer, will be responsible for separating all costs between the County Project and Town Project. The Town agrees to provide a representative to attend construction meetings and substantial completion inspection.

7. Warranty Period Maintenance. Upon completion of the construction of the Projects, the County agrees to oversee the one-year warranty maintenance to be provided by the Contractor.

8. Payment Responsibilities of the Town. The Town agrees to pay up to the amount as described in **Exhibit B** to the County for the design and construction of the Town Project upon the following conditions being met: receipt by the Town of an invoice or invoices from the County of costs associated with the design and construction of the Town Project, complete with actual cost documentation supporting the invoice or invoices. The Town's payment to the County shall be made within ninety (90) days of the above conditions being met for each invoice submitted.

9. Notices. All notices required or permitted to be given hereunder shall be deemed given if emailed, hand delivered, or faxed with a mailed copy to follow, or mailed in a sealed wrapper and deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, properly addressed as follows:

If to the County:	Mecklenburg County Storm Water Services 2145 Suttle Avenue Charlotte NC, 28208-5237 Attention: Casey McGrath
If to the Town:	Town of Huntersville P.O. Box 664 Huntersville, NC 28070 Attention: Kevin Fox, P.E.

10. Either party may change its notice address by giving written notice of the change to the other party in the manner specified above ten (10) days prior to the effective date of such change.

11. Applicable Law. This agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

12. Dispute Resolution. The Parties agree that any disputes which cannot be resolved by the Town and County Managers or their designees will first be attempted to be resolved by mediation and if not resolved by mediation, then by arbitration. If the Parties cannot agree upon selection of an arbitrator and a process for arbitration, disputes between the parties arising out of or in connection with this agreement or the performance or breach thereof shall be resolved by arbitration in accordance with the then-applicable Commercial Arbitration Rules (the "Rules") of the American Arbitration Association. The Rules will apply except as specified in this paragraph. All arbitration proceedings will be held in Charlotte, North Carolina before a single arbitrator. The parties hereto agree to submit to the enforcement of any award resulting therefrom by any court of competent jurisdiction. Judgment upon the award rendered in any such arbitration proceeding may be entered into any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

13. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall expire at the conclusion of the one-year construction warranty period unless sooner terminated or extended in accordance with the provisions of this Agreement.

14. Amendments. This Agreement may be amended by written agreement authorized by the governing bodies of each party and signed by authorized representatives of both parties.

15. Third Party Beneficiaries This benefit is solely for the benefit of the Parties. No provision of this Agreement shall be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or right.

16. Termination. The Town and County may terminate this Agreement at any time by mutual consent under such terms as may be agreed to in writing by the Board of County Commissioners and the Town Board of Commissioners.

[Signatures are on following pages]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written by the authority duly granted by their respective governing bodies.

TOWN OF HUNTERSVILLE:

By: _____
Town Manager

ATTEST:

_____
Town Clerk

[SEAL]

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

BY: _____
DIRECTOR OF FINANCE
Town of Huntersville

Approved as to form

_____
Town Attorney

MECKLENBURG COUNTY

By: _____
Leslie Johnson, Deputy County Manager

Attest:

_____
Clerk to the Board

APPROVED AS TO FORM

_____
County Attorney

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

BY: _____
Mecklenburg County Director of Finance

Exhibit "A"

PROJECT MAP



WILDLANDS ENGINEERING

0 200 400 Feet

N

Figure 1A: Site Map for Design Scope - West
Updated with 25% Greenway Alignment
South Prong Clarke Creek
Huntersville, NC
May 28, 2025

Exhibit "B"

COMBINED PROJECT FUNDING

Design

- Mecklenburg County agrees to fund 100% of the planning and design of the County Project, i.e., the major system improvements.

- Town of Huntersville agrees to fund 100% of the design of the Town Project, i.e., the minor system improvements.

Construction and Construction Administration

- Mecklenburg County agrees to fund 100% of the construction of the County Project, i.e. the major system improvements.

- Town of Huntersville agrees to fund 100% of the construction of the Town Project, i.e., the minor system improvements.

- County and Town agree that construction administration by the Engineer, or a third party, is a cost of construction and that the Town shall fund 100% of said cost associated with the Town Project and County will fund 100% of said cost associated with the County Project.

- The Town will be invoiced for County Staff hours expended on the project during Construction and Construction Administration Phase at the following billing rates:
  Construction Project Manager I: $119.21
  Construction Project Manager II: $131.15

The total overall cost for Design and Construction of the Town Project shall not exceed $1,500,000.

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Declare Intent to Abandon Portion of Hagers Road and Call a Public Hearing

---

EXPLAIN REQUEST:

Declare intent to abandon a portion of Hagers Road and call a public hearing.

ACTION RECOMMENDED:

Declare Intent to close a portion of Hagers Road and call a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 11920 McCord Rd RW Abandonement Legal Description_250805
2. Hagers Abandonment Sketch

RESOLUTION OF THE TOWN OF HUNTERSVILLE DECLARING INTENT TO ABANDON AND CLOSE A PORTION OF HAGERS ROAD

Resolution No. R-2025-25

WHEREAS, the Town of Huntersville (the "Town") has filed a petition to close a portion of Hagers Road, 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 Hagers Road, 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 Hagers Road, as further described in Exhibit A.
2. The Town Board hereby calls a public hearing on the question of closing a portion of Hagers Road to be held at 6:00pm on Tuesday, the 18th day of November, 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 21st day of October, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Exhibit A

Hagers Road Abandonment
Huntersville, NC 28078
Mecklenburg County

Being a remaining portion of the 60’ Hagers Road right of way, bounded by the new Hagers Road right of way as recorded in Map Book 73, Page 855, McCord Road variable right of way, Parcel ID 011-013-72 & 011-191-06 in the Town of Huntersville, Mecklenburg County, North Carolina, and more particularly described as follows:

Commencing at #4 rebar found, having grid coordinates N:618,518.35 ft; E: 1,452,722.34 ft, and also being the Southeastern corner of William M Haigler, and Jerri P Haigler as recorded in Deed Book 36662, Page 711, and Map Book 56, Page 800: thence S 87°01'27" W a distance of 121.84 feet to a found #4 rebar on the former Hagers Road right of way, and the **Point of Beginning;** thence 87°01'27" W a distance of 20.82 feet to a #4 rebar set along the new Hagers Road right of way; thence with the new road right of way with a curve to the left having a radius of 461.00 feet, a length of 39.04 feet with a chord bearing N 13°20'32" W a distance of 39.02 feet to a computed point; thence N 15°00'02" E a distance of 13.41 feet to a computed point; thence N 72°50'00" E with a distance of 2.50 feet to a computed point; thence with a curve to the left having a radius of 470.50 feet having a length of 43.68 feet with a chord bearing of N 19°49'34" W a distance of 43.66 feet to a computed point to the Southern corner Parcel ID 011-013-72 of William M Haigler, and Jerri P Haigler as recorded in Deed Book 39543, Page792, and also being the Western right of way of Hagers Road; thence N 15°37'12" E with a distance of 63.38 to a computed point on the McCord Road variable right of way; thence with right of way N 63°35'15" E a distance of 76.49 feet a computed point on the Northwestern corner of William M Haigler, and Jerri P Haigler as recorded in Deed Book 36662, Page 711, and the Eastern right of way of Hagers Road, thence with said right of way S 14°04'39" W a distance of 192.50 feet to **The Point of Beginning**, having an area of 8,382 square feet, more or less, as shown on Exhibit B prepared by Professional Property Surveyors, dated 8/05/2025.



Digitally Signed by Daryl W. Long
Professional Property Surveyors, Inc. 8/5/2025


MCoy Rd
Mccord Rd
Mccord Rd
Mccord Rd
11882-11899
11862-11881
11842-11861
11822-11841
11500-11821
Huntersville
Huntersville
Huntersville
Huntersville
Huntersville
Approximate Area to be Abandoned
Seagle St
10212-10399
Hagers
Hagers Rd

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Ninth Capital Project Ordinance Amendment for Transportation Projects

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EXPLAIN REQUEST:

Approve the Ninth Amendment to the Capital Project Ordinance for Transportation projects in an effort to reduce the impact of the arbitrage interest calculation. This amendment does not increase total expenditures for the Town; it only changes the sources of funds among projects.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. NINETH PROJ Amendment Capital Prj Ord-FUND 95

NINTH AMENDMENT
TRANSPORTATION PROJECTS
CAPITAL PROJECT ORDINANCE

WHEREAS, it has been determined that G.S. 159-45 and related chapters allow local governments to finance capital projects through the use of General Obligation Bonds; and

WHEREAS, the citizens of Huntersville voted on November 6, 2012 and approved the Public Improvement Bonds voting 68.11% in favor and Street Bonds voting 67.86% in favor; and

WHEREAS, the Local Government Commission approved a three year extension on September 10, 2019 for the $17,850,000 Street Bonds and $7,150,000 of Public Improvement bonds authorized on November 6, 2012 of which $11,985,000 of Street Bonds and $3,575,000 of Public Improvement Bonds remain unissued, and

WHEREAS, the Board approved the Resolution to adopt the sale of $15,560,000 General Obligation Bonds on February 3, 2020, and

WHEREAS, the bonds were sold on February 19, 2020, and

WHEREAS, in accordance with North Carolina General Statute 159-13.2, the Town is authorized to establish a balanced project ordinance for projects involving the construction or acquisition of a capital asset; and

WHEREAS, on November 2, 2015 a project ordinance was adopted for the Main Street Project for the purchase of right of way, design and engineering, utility relocation, landscaping and construction costs ("Project Ordinance"); and

WHEREAS, the Project Ordinance was amended on May 18, 2020 for the purpose of incorporating the additional funding sources which are the 2020 Bonds issued and the Bonus Allocation funds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and bond issuance costs; and

WHEREAS, the Project Ordinance was amended on April 19, 2021 for the purpose of incorporating the additional funding sources which are the General Fund Balance, the Bonus Allocation funds and contribution from Charlotte Water for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

WHEREAS, the Project Ordinance was amended on May 15, 2023 for the purpose of incorporating the additional funds source from the 2013 Bonds for continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

WHEREAS, the Project Ordinance was amended on June 5, 2023 for the purpose of incorporating additional funding source from the 2016 Bonds and Charlotte Water for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer and improvements; and

WHEREAS, the Project Ordinance was amended on June 20, 2023 for the purpose of incorporating additional interest income from the 2013 Bonds and the 2016 Bonds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

WHEREAS, the Project Ordinance was amended on November 6, 2023 for the purpose of incorporating additional funding source of Bonus Allocation funds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

WHEREAS, the pace of the various transportation projects have changed and some of the projects are being delivered quicker than others; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville that a Project Ordinance is hereby amended as follows:

SECTION 1. MAIN STREET The Main Street project authorized the upgrading of Main Street and providing connections to NC 115 at Mt. Holly-Huntersville Road and Fourth Street and related NC DOT municipal agreements have been executed.

SECTION 1.1. The following amounts are appropriated for the project:

	Original Budget	Prior Amendments	10/21/2025 Ninth Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	$ 9,000,000	$ 23,176,697	$ (209,728)	$ 31,966,969

SECTION 1.2. The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendments	10/21/2025 Ninth Amendment	Total Budget
2013 Bonds Issued	$ -	$ 13,933		$ 13,933
2016 Bonds Issued	4,000,000	339,400		4,339,400
2020 Bonds Issued	-	2,939,945		2,939,945
Grant Fund	5,000,000	10,778,600		15,778,600
General Fund Balance	-	3,180,782		3,180,782
Contribution from Charlotte Water	-	4,850,000		4,850,000
Transfer from other projects		1,074,037		1,074,037
Transfer to other projects	-	-	(209,728)	(209,728)
TOTAL REVENUE	$ 9,000,000	$ 23,176,697	$ (209,728)	$ 31,966,969

SECTION 2. RANSON ROAD WIDENING. The Ranson Road widening project is authorized to improve Ranson Road from the south of Sheila Carruth Drive to Stumptown Road. This will improve safety and traffic flow at the Ranson Road and Stumptown Road intersection. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 2.1. The following amounts are appropriated for the project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	$ 982,920	$ 1,405,984	$ (19,450)	$ 2,369,454

SECTION 2.2. The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
Transportation Reserve transfer	$ 400,000	$ -		$ 400,000
2020 Transportation Bonds Issued	582,920			582,920
Transfer from other projects	-	1,405,984		1,405,984
Transfer to other projects			(19,450)	(19,450)
TOTAL REVENUE	$ 982,920	$ 1,405,984	$ (19,450)	$ 2,369,454

SECTION 3. GIBSON PARK DRIVE PHASE 2. The Gibson Park Drive Phase 2 project is authorized to improve Gibson Park Drive from Church Street to Drake Hill Drive. This will improve safety and traffic flow for increasing volumes between Vermillion development and NC 115. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 3.1. The following amounts are appropriated for the project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	$ 757,992	$ 307,991	$ (141,150)	$ 924,833

SECTION 3.2. The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
2020 Transportation Bonds Issued	$ 636,522	$ -	$ -	$ 636,522
General Fund transfer	121,470			121,470
Transfer from other projects		307,991		307,991
Transfer to other projects		(516,956)	(141,150)	(658,106)
Transfer from General Fund		516,956		516,956
TOTAL REVENUE	$ 757,992	$ 307,991	$ (141,150)	$ 924,833

SECTION 4. <u>TOWNWIDE SIDEWALKS</u> The townwide sidewalk project authorized is to construct new sidewalks or multiuse paths in various locations in Town. This will improve safety for pedestrians in the area. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 4.1 The following amounts are appropriated for the project:

	Original Budget	Prior Amendment	Ninth Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping				
TOTAL PROJECT COSTS	$ -	$ 900,000	$ (63,600)	$ 836,400

SECTION 4.2. The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
Transfer from other projects	$ -	$ 900,000	$ -	$ 900,000
Transfer to other projects	-	(195,194)	(63,600)	(258,794)
Transfer from General Fund	-	195,194		195,194
TOTAL REVENUE	$ -	$ 900,000	$ (63,600)	$ 836,400

SECTION 5. POWELL BILL PAVING The Powell Bill paving project authorized is to resurface existing streets and replace sidewalk and sidewalk ramps in various locations in Town. This will improve pavement surface, and walkability of the areas improved. This will include construction.

SECTION 5.1 The following amounts are appropriated for the project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
Paving of town maintained roads				
TOTAL PROJECT COSTS	$ -	$ 2,243,950	$ 634,530	$ 2,878,480

SECTION 5.2. The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
Transfer from other projects	$ -	$ 2,243,950	$ 634,530	$ 2,878,480
TOTAL REVENUE	$ -	$ 2,243,950	$ 634,530	$ 2,878,480

SECTION 6. ARAHOVA. Arahova project is authorized to rebuild the roundabout at the intersection of Arahova Drive at Boulder Park Drive. This will increase the access for businesses and residents. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 6.1 The following amounts are appropriated for the project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	$ 506,887	$ -	$ (64,959)	$ 441,928

SECTION 6.2. The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
Premium on 2020 Bonds Issued	$ 506,887	$ -		$ 506,887
Transfer to other projects		(180,392)	(64,959)	(245,351)
General Fund balance		180,392		180,392
TOTAL REVENUE	$ 506,887	$ -	$ (64,959)	$ 441,928

SECTION 7. VANCE ROAD AND GILEAD ROAD. The Vance Road and Gilead Road project is authorized to construct roadway on the new alignment from Vance Road north to the existing Gilead Road north to the Old Bud Henderson Road intersection. This project will improve safety, construct a portion of the Vance Road thoroughfare, and accommodate a permanent signal installation. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 7.1 The following amounts are appropriated for the project:

	Original Budget	Prior Amendment	Ninth Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	$ 2,381,107	$ (27,883)	$ (135,065)	$ 2,218,159

SECTION 7.2 The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
Transportation Reserve Transfer	$ 807,166	$ -		$ 807,166
2020 Transportation Bonds Issued	1,544,767			1,544,767
Capital Contribution - Escrow	29,174			29,174
Transfer to other projects		(27,883)	(135,065)	(162,948)
TOTAL REVENUE	$ 2,381,107	$ (27,883)	$ (135,065)	$ 2,218,159

SECTION 8. <u>BEATTIES FORD AND HAMBRIGHT.</u> The Beatties Ford Road and Hambright Road project is authorized to construct turn lanes at the intersection of Beatties Ford Road at Hambright Road. This will improve safety and traffic flow at the intersection. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 8.1 The following amounts are appropriated for the project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	$ 1,006,542	$ -	$ (578)	$ 1,005,964

SECTION 8.2 The following revenues are anticipated to be available to complete this project:

	Original Budget	Prior Amendment	10/21/2025 Ninth Amendment	Total Budget
Transportation Reserve transfer	$ 300,000	$ -		$ 300,000
2020 Transportation Bonds Issued	706,542			706,542
Transfer to other projects		(468,018)	(578)	(468,596)
General Fund balance		468,018		468,018
TOTAL REVENUE	$ 1,006,542	$ -	$ (578)	$ 1,005,964

SECTION 9. The officers of the unit are hereby directed to proceed with the capital project within the terms of the bond resolution, grant documents, and the budget contained herein. Such authorization includes but is not limited to bidding, awarding and entering into contracts as necessary to carry out the capital project as allowed by law and after review by the Town Attorney for compliance with lawful procedures.

SECTION 10. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out these projects.

Duly Adopted this 21st day of October 2025.

ATTEST:

_____ _____

Janet Pierson, Town Clerk Christy Clark, Mayor

APPROVED AS TO FORM:

_____

Emily Sloop, Town Attorney

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brian Vaughan, Chief of Police

Subject: Surplus and Transfer of Police Officer's Handgun

EXPLAIN REQUEST:

This is an official request for the Glock Model 45, Serial Number CBKZ857, issued to Tommy Harvey, to be designated as surplus due to his untimely death.

Pursuant to North Carolina General Statute §17F-20, members of North Carolina state, city, and county law enforcement agencies who die while actively serving may, at no cost, have their service sidearm awarded to their surviving spouse. The statute authorizes the governing body of a law enforcement agency, at its discretion, to approve such a request, provided the weapon is rendered incapable of being fired. This weapon has in fact been rendered incapable of being fired.

Accordingly, I respectfully request that this service weapon be considered surplus under the statute and awarded to the surviving spouse of Tommy Harvey.

ACTION RECOMMENDED:

Approve Surplus and Transfer

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Surplus Memo-Harvey Handgun-Glock 45
2. Handgun Transfer of Ownership Harvey

HUNTERSVILLE POLICE DEPARTMENT

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

Brian Vaughan
Chief of Police

Memorandum

TO: **Anthony Roberts, Town Manager**

FROM: **Brian Vaughan, Chief of Police**

DATE: **10/14/2025**

SUBJECT: **Surplus GLOCK Model 45**

This is an official request for the Glock Model 45, Serial Number CBKZ857, issued to Tommy Harvey, to be designated as surplus due to his untimely death.

Pursuant to North Carolina General Statute §17F-20, members of North Carolina state, city, and county law enforcement agencies who die while actively serving may, at no cost, have their service sidearm awarded to their surviving spouse. The statute authorizes the governing body of a law enforcement agency, at its discretion, to approve such a request, provided the weapon is rendered incapable of being fired. This weapon has in fact been rendered incapable of being fired.

Accordingly, I respectfully request that this service weapon be considered surplus under the statute and awarded to the surviving spouse of Tommy Harvey.

Serial Numbers:

Glock 45 Semi-Automatic Pistol. The serial number is CBKZ857.
Weapon Mounted Optic I Holosun 507C. The serial number is 7101273408.

HUNTERSVILLE POLICE DEPARTMENT

9630 Julian Clark Avenue Huntersville, NC 28078
(704) 464-5400 Fax (704) 947-9200

Brian Vaughan
Chief of Police

Handgun Purchase Agreement

This agreement made this 21st day of October, 2025, by and between Jennifer Harvey (hereinafter called "Spouse") who is the spouse of Tommy Harvey, of the Town of Huntersville (hereinafter called "Officer"), and the Town of Huntersville, North Carolina, a municipal corporation, (hereinafter called "Town").

WHEREAS, during the Officer's tour of duty with the Town, the Town has provided the Officer with a service weapon in order for the Officer to perform his duties; and
WHEREAS, the make, model and serial number of such service weapon is as follows: GLOCK Model, 45 Serial Number CBKZ857; and
WHEREAS, the Officer passed away while an active police officer and employee of the Town, shortly; and
WHEREAS, the Town desires to reward the Spouse for the Officer's faithful service to the Town.

NOW, THERFORE, in consideration of the foregoing and mutual promises and agreements hereinafter set forth, the parties agree as follows;

1. The Town shall transfer and convey possession and ownership of the service weapon owned by the Town and used by the Officer during his/her employment as a police officer in the Town for fair market value, being the sum of $0.

2. The Spouse agrees to be solely responsible for, from this time forward, the possession, ownership, maintenance and use of such weapon.

3. The Spouse agrees to indemnify and save harmless the Town, its officers, employees, and agents from any and all liability and damages, which may occur as a result of the Spouse possessing, handling, discharging or otherwise using the subject weapon from this time forward. If any claim, action or proceeding is hereafter brought seeking to hold the Town liable on account of the Spouse's use, control or discharge of such weapon, the Spouse will at her expense defend the Town against such claims, actions, or proceedings, whether or not well-founded, and indemnify the Town against any and all losses or liabilities resulting therefrom.

4. The Spouse agrees that, during her lifetime, she will not convey, transfer, sell or give away the weapon to any third party except a sworn peace officer for use in the performance of that officer's duties.

5. The weapon has been rendered inoperable at the time of the transfer of ownership.

WHEREUNTO we hereby set out hands on this day of , .

_____
Jennifer Harvey

_____ _____
Chief of Police Town Manager

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Discovery Place Lease

EXPLAIN REQUEST:

Discovery Place, Inc. has requested to extend its lease of property within the Town Center building. The lease would be for an initial term of four (4) years with one option to renew for six (6) years. They are proposing to make a minimum investment in the property of $2,500,000.00.

ACTION RECOMMENDED:

Appove lease.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. DPK 09-15-25 Final Clean

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made as of this _____ day of _____, 20____ ("**Effective Date**"), by and between the TOWN OF HUNTERSVILLE, a North Carolina municipal corporation ("**Landlord**") and DISCOVERY PLACE, INC., a North Carolina nonprofit corporation ("**Tenant**"), each a **Party** hereto and collectively hereinafter the **Parties**.

BACKGROUND

A. Landlord is the fee simple owner of the real property located at 105 Gilead Road, in Huntersville, North Carolina, which real property is legally described on Exhibit A ("**Property**"). Landlord is also the owner of the civic building located on the Property (the "**Building**") and the surface and deck parking ("**Parking**") on the Property.

B. Landlord and Tenant are parties to a Lease Agreement dated December 3, 2007 ("**2007 Lease Agreement**"), whereby Tenant currently leases space in the Building from Landlord. Simultaneously with the execution of this Lease, to the extent not already terminated, Landlord and Tenant desire to terminate the 2007 Lease Agreement and any other lease agreements between Landlord and Tenant, whether written or verbal, involving the Property entered into prior to the date hereof (collectively, the "**Former Leases**"), such that neither Landlord nor Tenant shall have any further liability or obligation to the other with respect to the Former Leases.

C. Landlord hereby desires to lease to Tenant and Tenant hereby desires to Lease from Landlord the following space within the Building: approximately 21,000 rentable square feet of high-ceiling, ground-level space and mezzanine space (accessible by elevator and stairs) (referred to herein as the "**Premises**"), which Premises are further depicted on Exhibit A-1; together with the non-exclusive use of the Common Areas (defined below in Section 6) and the Parking on the Property.

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises in the Building, together with the non-exclusive right for Tenant and its employees, guests, and invitees to use the Parking and other Common Areas (defined below in Section 6), upon the terms and conditions set forth in this Lease. Simultaneously with the execution of this Lease, Landlord and Tenant will execute a memorandum of this Lease mutually agreed to by the Parties in recordable form specifying the commencement date and the expiration date of the Term ("**MOL**"), which shall be prepared by and recorded by Tenant at its sole costs and expense.

TERMS AND CONDITIONS OF LEASE

1. Term of Lease. This Lease term shall commence on the Effective Date (the "**Commencement Date**") and shall terminate at midnight on the date that is four (4) years after the Commencement Date (the "**Expiration Date**"), unless sooner terminated or subsequently extended as hereinafter provided ("**Initial Term**").

2. Option to Renew. Provided that: (a) Tenant is not in monetary default under the terms of this Lease beyond any applicable cure period, (b) Tenant has met the Annual Visitation Rate (subject to any Visitation Interruptions as such terms are defined and set forth in Section 32 below) during the Initial

Term, and (c) Tenant has made a minimum investment of Two Million, Five Hundred Thousand Dollars ($2,500,000) in upgrades to the Premises within the Initial Term of the Lease (which amount shall be reduced by the estimated cost of any renovations or upgrades proposed by Tenant that are not approved by Landlord as set forth in Section 10) ("**Minimum Investment**"), then Tenant shall have one (1) additional six (6) year option to renew the Lease ("**Renewal Term**"), which may be exercised by giving Landlord notice of its intent to renew at least one hundred eighty (180) days prior to the expiration of the then current term. Upon a written request from Landlord following the expiration of the Initial Term, Tenant shall provide documentation evidencing that Tenant has made the Minimum Investment and met the Annual Visitation Rate within 45 days following Tenant's receipt of such written request. If Tenant fails to provide such evidence within such 45-day period, Landlord shall have the right to terminate this Lease with notice to Tenant. The Initial Term and any exercised Renewal Term shall collectively be referred to herein as the "**Term**".

3. Rental. For the term of this Lease, as the same may be extended by Tenant's exercise of one or more of its options to renew, Tenant shall pay Landlord, in advance, rental of One Dollar ($1.00) per year.

4. Delivery of Premises; Tenant Improvements.

   a) Upon the Effective Date, Landlord shall deliver the Premises to Tenant in a good clean condition, with all utilities and building systems installed, in good working order and available for Tenant's use, ready for Tenant to install Tenant's Improvements (defined in Section 22) and Tenant shall accept the Premises in such current condition. Said acceptance shall constitute conclusive evidence that the Premises are in good order and satisfactory condition, except for latent defects and such matters as may be agreed upon by both parties prior thereto, including Landlord's maintenance obligations set forth in Section 8.

   b) During the Term, Tenant shall have the right, at its expense, to place, alter, or install the Tenant Improvements in the Premises, which Tenant Improvements shall be of at least comparable quality to those currently installed in the Premises as of the Effective Date.

5. Use of Premises.

   a) Tenant shall use the Premises for the purpose of operating a state-of-the-art, first-class children's museum designed primarily to promote the learning process of children and young adults (a "**Children's Museum**") and for any other purposes related to the operation of a Children's Museum (including, without limitation, office use, adult learning and informational activities, fund raising and other promotional events) ("**Tenant's Permitted Use**"). Tenant shall, at its expense, be responsible for operating a Children's Museum in the Premises continuously for the entire lease term, except as interrupted for necessary repairs, maintenance, remodeling, exhibit changes and upgrades, and any casualty, condemnation, Force Majeure (as defined in Section 30), or other events beyond Tenant's control.

   b) Tenant agrees that the Children's Museum will be operated and open to the public (except during necessary down time as provided in Section 5(a) above) six (6) days a week, excluding major holidays, during reasonable operating hours appropriate to its targeted users. Tenant agrees to use reasonable efforts to promote the Children's Museum and maintain its attractiveness to the community that it serves.

   c) Subject always to Tenant's prior right to use the Premises for its purposes, Tenant shall, in good faith, consider requests from Landlord, in its governmental capacity, for occasional use of the Premises for events conducted or sponsored by Landlord that do not interfere with the operation of

the Children's Museum and that are compatible with the reputation and image of the Children's Museum. Landlord shall make such requests at least thirty (30) days prior to the event and Tenant's consent for such use shall be in Tenant's sole discretion. For such use, Landlord shall not be charged any rental or other usage fee but shall be responsible for providing and paying for all expenses attributable to such use including, but not limited to the cost of utility, security, catering, Children's Museum staff services, janitorial and cleaning services and any maintenance, repairs or replacements occasioned by such use.

d) The Premises shall be used in compliance with all applicable laws, subject to such reasonable and nondiscriminatory rules and regulations as may be adopted from time to time by Tenant.

6. Common Areas. All portions of the Building and Property that are designated or manifestly intended for the common use or benefit of the Tenant, Landlord, and other occupants of the Building and/or Property, including without limitation, the walkways, lobbies, plazas, elevators, driveways, corridors, loading docks, electrical and telecommunication closets, landscaped areas, Parking, driveways and sidewalks are considered "**Common Areas**" for purposes of this Lease. Tenant and its agents, contractors, employees and invitees shall be entitled to the non-exclusive use of the Common Areas. The Common Areas shall at all times be subject to the exclusive control and management of Landlord and may be expanded, contracted, or changed by Landlord from time to time. For the sake of clarity, the Premises are not Common Areas.

7. Parking. During the term of this Lease, Landlord shall, provide, without charge, the non-exclusive use of the Parking. The parties further acknowledge and agree that all Parking on the Property shall be free and open to the public with no reserved spots for any entity. Landlord will be solely responsible for the operation and maintenance of the Parking.

8. Landlord's Installation, Repair, and Maintenance Obligations.

a) Landlord, at its own expense, shall be responsible for the installation, repair, maintenance and operation of the heating, ventilating air-conditioning (HVAC) systems; the structural and permanent partitioning elements of the Premises; all electrical and plumbing systems (excepting such specialized electrical elements as are to be installed for particular exhibits and not of general usage and minor plumbing repairs to include clogged toilets); elevators, escalators, landscaping, and grounds; basic wall paintings and coverings and floor surfacing, but excluding specialized painting and coverage unique to Tenant's exhibits and facilities, such as specialized carpets in certain play areas and wall paintings for particular exhibits; electrical, gas, water, and sewer systems; lighting within the Premises and Common Areas (but excluding fixtures, bulbs and specialized lighting for particular exhibits within the Premises); fire suppression and smoke detector systems; pest control services for the Building (but not the Premises); the Common Areas; and the Parking.

b) Tenant Neglect. Regardless of the obligations hereinabove imposed upon the Landlord for repairs and maintenance, Tenant shall be responsible for the cost of repairs or damage resulting from the negligent, unlawful or willful acts or omissions of its employees, agents, representatives, or contractors, except for loss or damage insurable under the property coverage required of Landlord under this Lease.

c) Landlord's Liability. Landlord shall not be liable to Tenant for failure to make repairs or perform maintenance required of Landlord unless written notice of the necessity thereof has been given by Tenant to Landlord, specifying in reasonable detail the repairs required, and Landlord shall not have made such repairs within a reasonable period of time sufficient to accomplish such repairs

after receipt of such notice, due allowances being made for delays beyond control of Landlord. If Landlord shall have failed to perform required repairs within such reasonable period of time, Tenant may perform such repairs and shall be entitled to reimbursement from Landlord for the costs thereof promptly following submission of an itemized bill and reasonable supporting documentation.

9. Tenant's Obligations for Repairs and Maintenance.

   a) Tenant, at its own expense, shall be responsible for all cleaning and janitorial services, minor plumbing repairs (including repair of clogged toilets), fixture and light bulb replacement, carpet cleaning, trash and waste removal, interior pest control, all cleaning supplies and paper products, security services and system and all exhibition maintenance and upgrades within the Premises. Tenant shall be responsible for all communication costs, repairs and maintenance within the Premises, including telephone, internet, cable, radio and pager services; all licensing requirements related thereto, and similarly related expenses.

   b) Tenant, at its own expense, shall: (i) keep the interior of the Premises in good repair, except where such repairs and maintenance are the obligation of Landlord under this Lease; (ii) keep Tenant's Improvements in good order and repair, and (iii) promptly cause repairs to be made to the Premises resulting from damage caused by Tenant obligating the Tenant to make such repairs; except to the extent caused by the negligence or willful misconduct of Landlord, its agents, contractors and employees.

10. Tenant Alterations.

   a) Tenant shall not make any structural alterations to the Premises ("Alterations") without the consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Such Alterations shall be made only at Tenant's expense unless the Landlord and Tenant mutually agree that such Alterations are for the benefit of both parties and both parties agree to a cost sharing arrangement. If Landlord consents to such Alterations, before commencement of any such work or delivery of materials into the Premises or the Building, Tenant shall furnish to Landlord for approval: (i) architectural plans and specifications for such Alterations, (ii) the name and address of the general contractor, (iii) any necessary permits and licenses required for the Alterations, (iv) a certificate of insurance for the general contractor and mutually agreeable instruments of indemnification against any and all claims, costs, expenses, damages and liabilities to the extent arising in connection with such Alterations. All such Alterations shall be subject to the reasonable approval of Landlord's architect and/or engineer (not to be unreasonably withheld, conditioned or delayed). Notwithstanding anything herein contained, nothing herein shall be deemed to require Landlord's consent for non-structural or decorative alterations such as installation of wall coverings, hanging, paintings, prints or other wall hangings, painting of walls or similar alterations affecting only the interior of the Premises, nor shall anything herein be deemed to require Landlord's consent for the installation from time to time of Tenant's exhibits and removable facilities, including any necessary temporary walls associated with temporary exhibits.

   b) With respect to any Alterations by Tenant within the Premises, Tenant shall not permit any contractors or materialmen's liens to attach to the Building or the Premises or shall within thirty (30) days cause the same to be bonded or otherwise discharged. Tenant will hold Landlord, and its respective officers, agents, and employees harmless against all claims and liabilities of every kind, nature and description to the extent arise out of such Alterations. All such Alterations shall be in compliance with all applicable legal, governmental, and quasi-governmental requirements, ordinances and rules, and all requirements of applicable insurance companies. Such Alterations will be done in a good and workmanlike manner with the use of good grades of materials equivalent

to those initially used throughout the Building. Tenant shall permit Landlord reasonable rights of inspection to assure compliance with this Paragraph; provided, however, that such Landlord's access shall be subject to Section 16.

11. Utilities. In addition to the repair and maintenance costs for the Building as set forth in Section 8, Landlord shall be responsible for providing and paying for water and sewer service, natural gas service, electrical utility service, and facility service lighting. During the Initial Term, Tenant shall pay to Landlord the amount of $30,000 annually towards the operation and maintenance of the Common Areas, which amount shall be payable by Tenant in monthly installments of $2,500.00 per month (prorated for any partial months) ("**Maintenance Fee**") beginning on the first day of the month following the Effective Date and continuing on the first day of each month thereafter throughout the Initial Term. During the Renewal Term, Tenant shall no longer be obligated to pay the Maintenance Fee but shall thereafter reimburse Landlord for two-thirds (2/3rds) of the actual electricity, natural gas, and water and sewer costs for the Building without any markup, administrative fees or profit ("**Utility Reimbursement**"), paid by Tenant on a monthly basis within thirty (30) days from Tenant's receipt from Landlord of a copy of the utility bills from the providers and Landlord's calculation of Tenant's share of such costs. Landlord shall furnish heating and air conditioning to the Premises, at no additional cost to Tenant, comparable to that provided in other Class A museum buildings. Tenant shall also be responsible for all costs of maintenance and usage of the communication systems for the Premises, including telephone, internet, cable, radio and pager service and any similar service, which services shall be contracted directly with and costs thereof paid directly to the provider.

12. Taxes. Landlord shall be responsible for and shall pay, prior to delinquency, any ad valorem taxes and assessments for the Premises, Building, and the Property. Tenant shall pay, prior to delinquency, all taxes and assessments of every kind or nature imposed or assessed against Tenant's Improvements placed in the Premises.

13. Insurance.

    a) Landlord will keep the Building and the Property (except as hereinafter provided) insured against loss or damage by fire and other casualties insurable under an "all risk" policy in an amount determined by Landlord, but which shall be reasonably calculated to repair and restore the Building and Property or replace the Building in the event of such casualty loss. Notwithstanding the foregoing, if such insurance proves to be insufficient, Landlord shall not be required to use or appropriate funds in excess of the amount of insurance proceeds to effect any necessary repairs or replacements.

    b) Landlord shall obtain and maintain adequate commercial general liability insurance for any losses, damages or claims occurring within the Building outside of the Premises or within the Common Areas. Such insurance shall be in an amount not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate and Five Million Dollars ($5,000,000) umbrella coverage.

    c) Tenant shall obtain and maintain insurance against any casualty losses to Tenant's Improvements. The amount of such insurance shall be reasonably calculated to effect repair or replacement thereof in the event of loss. Nevertheless, if such insurance proves to be insufficient, Landlord shall not be required to use or appropriate funds in excess of the amount of insurance proceeds to effect any necessary repairs or replacements to Tenant's Improvements.

    d) Tenant shall maintain commercial general liability insurance, including Molestation/Abuse coverage, against losses and claims occurring within the Premises in an amount of not less than

One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate and Five Million Dollars ($5,000,000) umbrella coverage. Tenant shall name Landlord as an additional insured on its commercial general liability policy.

e) Tenant and Landlord shall maintain Workers' Compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of $1,000,000.

f) Tenant shall be responsible for obtaining proof of general liability coverage for outside vendors providing on-site services.

g) All property insurance coverage required of Landlord or Tenant under this Lease shall contain waivers of subrogation against Landlord and Tenant and their employees and agents.

h) Policies required hereunder of either Landlord or Tenant may be obtained under blanket policies, and in the case of Landlord, under a risk management facility for municipalities.

14. Damage by Fire or Other Casualty.

a) If the Premises, Building, Parking, or access thereto, is damaged by fire or other casualty, then Landlord shall provide written notice to the Tenant of its determination whether it will restore such damage, including a reasonable estimate as to the length of time necessary to complete the restoration and repairs, within forty-five (45) days from the date of the casualty ("**Landlord's Determination**") and said Landlord's Determination shall be at Landlord's sole discretion taking into consideration the extent that proceeds from the casualty insurance maintained by Landlord are available for such repairs and restoration. If Landlord elects not to repair and restore the Premises, Building, and/or access thereto, as set forth above, the Lease shall automatically terminate, and Tenant shall have forty-five (45) days from receipt of Landlord's Determination to remove any salvageable personal property from the Premises. In the event Landlord elects to restore the damage, Landlord shall promptly commence and diligently proceed to repair and restore the damage (other than Tenant's Improvements installed by Tenant) and, if the Premises, Building, Parking and/or access thereto are repaired and restored to substantially the same condition as existed immediately prior to such fire or casualty (other than Tenant's Improvements installed by Tenant), the Lease shall continue in full force and effect. In the event Landlord elects to restore and repair the damage as set forth herein, but (i) Landlord's Determination estimates the repair and restoration will exceed nine (9) months from the date of casualty, or (ii) Landlord does not repair and restore the Premises, Building, Parking and/or access to substantially the same condition as existed immediately prior to such fire or casualty (other than Tenant's Improvements installed by Tenant) within nine (9) months from the date of the casualty, subject to Force Majeure (as defined in and as set forth in Section 30), Tenant shall have the right to terminate this Lease with written notice to Landlord, which termination shall be effective as of the date of the casualty and Tenant shall have forty-five (45) days from Tenant's notice to terminate to remove any salvageable personal property from the Premises. In the event Tenant terminates this Lease pursuant to subsection (i), Tenant shall give notice of its election to terminate to Landlord no later than thirty (30) days from the receipt of Landlord's Determination. During any period of restoration set forth in this Section 14(a), the Maintenance Fee or the Utility Reimbursement, as applicable, shall abate from the date of the casualty until the later of the date restoration by Landlord is complete as set forth herein and the date Tenant completes the restoration of Tenant's Improvements.

b) Notwithstanding anything herein contained, if during the last two (2) years of the Initial Term or the Renewal Term, the Premises are damaged and the cost to repair exceeds Five Hundred Thousand Dollars ($500,000.00), Landlord shall be under no obligation to repair and replace said

Premises and either Landlord or Tenant shall have the right to terminate this Lease with thirty (30) days' notice to the other party, which termination shall be effective as of the date of the casualty. Tenant shall have forty-five (45) days from such notice of determination by either party to remove any salvageable personal property from the Premises.

15. Eminent Domain. In the event the whole of the Premises, (or such a substantial part thereof that the Premises are rendered unsuitable for Tenant's usage, in Tenant's reasonable determination) shall be taken by any public authority under the power of eminent domain or like power, this Lease shall terminate as of the date of possession thereof and shall be required to be delivered to the appropriate party. In the event of only a partial taking under such power, which does not materially render the Premises unsuitable for Tenant's usage (in Tenant's reasonable determination), this Lease shall not terminate. Landlord shall be entitled to any awards for damages under the power of eminent domain for the taking of the Premises; Tenant shall be entitled to such awards for damages as may be allowed by law for taking of any of Tenant's Improvements.

16. Entry of Landlord for Inspections. Landlord may, at all reasonable times and in a reasonable manner, enter the Premises to inspect and protect the Premises or any of its equipment thereon, effect compliance with any law, order or regulation of any lawful authority, make and supervise repairs, alterations and additions, and, during the last six (6) months prior to the expiration of the Term (or such earlier time in the event of Tenant default beyond any applicable notice and cure periods) show the Premises to others and affix to any suitable part of the Premises notice of the availability of the Premises. Notwithstanding the foregoing, in the exercise of its rights hereunder, Landlord shall: (a) provide seventy-two (72) hours prior notice, (b) register with the front desk upon arrival and obtain a "Visitors" badge, which badge shall be worn at all times while within the Premises and (c) shall not interfere with Tenant's operations in the Premises.

17. Default and Remedies.

    a) Tenant's Default. If Tenant: (i) fails to pay any amounts due under this Lease and such failure shall continue for ten (10) days after Tenant is given written notice of such failure; (ii) fails to observe or perform any of the other covenants or conditions of this Lease to be observed or performed by Tenant and fails to cure such default within thirty (30) days after Tenant is given written notice of such failure (provided, however, that if such cure is of a nature that requires more than thirty (30) days to cure, Tenant shall have such additional time as is necessary to cure the failure so long as Tenant commences to cure within such thirty (30) day period and diligently pursues such cure to completion); (iii) is adjudicated bankrupt or insolvent according to law or makes any assignment for the benefit of creditors which adjudication or assignment is not vacated set aside or withdrawn within sixty (60) days thereafter; or (iv) permanently vacates or abandons the Premises, then Landlord may:

        i) terminate this Lease and Tenant's right of possession of the Premises, and recover all damages to which Landlord is entitled under law;

        ii) terminate Tenant's right of possession of the Premises without terminating this Lease, in which event Landlord may, but shall not be obligated to, relet all or part of the Premises for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord; or

        iii) exercise such other rights and remedies as may be available at law or in equity.

    b) Landlord's Default. If Landlord fails to observe or perform any of the covenants or conditions of

this Lease to be observed or performed by Landlord and fails to cure such default within thirty (30) days after Landlord is given written notice of such failure (provided, however, that if such cure is of a nature that requires more than thirty (30) days to cure, Landlord shall have such additional time as is necessary to cure the failure so long as Landlord commences to cure within such thirty (30) day period and diligently pursues such cure to completion), then Tenant may:

i) cure the default and recover from Landlord the reasonable and necessary costs thereof;

ii) terminate this Lease; or

iii) exercise such other rights and remedies as may be available at law or in equity.

18. Sole Location Within Target Area. Landlord and Tenant acknowledge that the Children's Museum to be operated by Tenant may be one of several such facilities operated by Tenant in other locations. Nevertheless, Tenant agrees that the Premises shall be the sole location for such facility within twenty (20) miles from the Premises ("**Target Area**"). During the Term, as the same may be extended as set forth in Section 2, Tenant agrees that it will not operate a similar Children's Museum within that Target Area.

19. Hazardous Materials.

a) Tenant shall not use the Premises for producing, storing, disposing of or otherwise generating any toxic or hazardous substance on the Premises, except for cleaning solutions and other substances as are customarily used in Tenant's business and operations used in accordance with all applicable environmental laws, nor will Tenant use the Premises for any purpose that poses a substantial risk or damage to public health, public safety, or the environment. Tenant further agrees to defend, indemnify and save harmless Landlord from any claims or demands arising from Tenant's use, generation, storage, or disposal of any such toxic or hazardous materials, in or from the Premises during the term of the Lease.

b) Landlord shall not use, or suffer to be used, any other portion of the Property for the production, storage, disposal of generation of any toxic or hazardous substance, nor will Landlord use, or suffer to be used, any other portion of the Property for any purpose that poses a substantial risk or damage to public health, public safety or the environment. Landlord agrees to defend, indemnify and save harmless Tenant from any claims or demands arising from such generating, storage, or disposal of any such toxic or hazardous materials, in or from the Property existing prior to the Effective Date or arising during the Term of the Lease.

c) The indemnification provisions of this Paragraph 19 shall survive the expiration or termination of this Lease.

20. Signage. Tenant shall be responsible for all Tenant's signage within the Premises. Landlord shall provide appropriate signage, with Tenant's advance approval, within the Property and on the Building designating the location of the Children's Museum. Tenant is responsible for providing any temporary external signage necessary for Tenant's use.

21. Indemnity and Waiver.

a) Tenant agrees to defend, indemnify, and hold harmless Landlord, its officers, employees and agents, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees) arising from any injury or damage to any person, (including

death), property, or business: (i) sustained in the Premises, (ii) resulting from the negligence or willful act of Tenant, its employees, agents, servants, contractors, licensee or sub-tenants, or (iii) resulting from the failure of Tenant to perform its obligations under this Lease. In case of any action or proceeding brought against Landlord, its employees, officers, or respective agents, by reason of any such claim, upon written notice from Landlord, Tenant covenants and agrees to defend such action or proceeding using counsel reasonably satisfactory to Landlord. Notwithstanding anything to the contrary contained in the foregoing, Tenant shall not be obligated to defend, indemnify or hold harmless Landlord from or against any liability, claim, demand, cost or expense to the extent caused by Landlord's (or it's agents', contractors', or employees') negligence or willful misconduct.

b) To the full extent permitted by law, neither party shall be liable to each other or to any insurance company (by way of subrogation or otherwise) for any loss or damage to property, the Building or other tangible property (regardless of the cause or origin, including the sole, contributory, partial, joint, comparative or concurrent negligence of such party or its agents or employees) to the extent the loss or damage is covered by insurance. This waiver also applies to each party's directors, officers, employees, shareholders, partners, representatives and agents.

22. Tenant Improvements. All Tenant's personal property, exhibits, furniture, fixtures and equipment in the Premises, which are supplied or installed at the sole expense of Tenant ("Tenant Improvements"), shall remain Tenant's property. Tenant may remove these items prior to the expiration or termination of this Lease; provided that, Tenant shall immediately repair or reimburse Landlord for the costs of repairing damage or defacement caused by such removal. If the Tenant Improvements are not removed by Tenant at the expiration or earlier termination of this Lease, such items shall become Landlord's property thirty (30) days following written notice from Landlord. Tenant shall be and remain the sole owner of all trademarks and service marks used by Tenant to identify the Children's Museum, including, but not limited to, "Discovery Place KIDS".

23. Quiet Possession. If Tenant shall pay the rent and perform and observe all of the other covenants and conditions to be performed by Tenant hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment of the Premises without interference of the Landlord or any person claiming through Landlord, subject, however, to the terms of this Lease.

24. Notices. Any notice required or permitted to be given under this Lease shall be in writing and shall deem to have been given when deposited in the United States Mail, registered or certified mail, postage prepaid, by deposit with any reputable, national, "next day" delivery service, such as Federal Express or UPS, or by hand delivery, delivered and addressed as follows:

As to Landlord:	Town of Huntersville 101 Huntersville-Concord Road Huntersville, North Carolina 28078 Attention: Town Manager
As to Tenant:	Discovery Place, Inc. 301 N. Tryon Street Charlotte, North Carolina 28202 Attention: Chief Operating Officer

Either party may, from time to time, by notice has herein provided, designate a different address to which notices may be sent.

25. Assignment and Subletting. Tenant shall not assign this Lease nor sublet all or any portion of the Premises or otherwise transfer any right or interest hereunder without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, and any such approval shall be effective only for the particular instances described in the consent. In the event of any such assignment or subletting, Tenant shall nevertheless remain liable for the performance of all covenants and conditions of this Lease.

26. Governing Law and Interpretation. This Lease shall be governed by and interpreted under the laws of the State of North Carolina, and the sole venue for the litigation of any disputes between the parties shall be Mecklenburg County, North Carolina.

27. Miscellaneous. Headings are for convenience only and are not to be construed as parts of the particular Paragraph to which they refer. Any separate or attached sketch, drawing, plan, specification, rider or schedule shall be deemed an original part of this Lease and shall be initialed by the parties. Failure of either party to insist upon strict performance of any of the covenants or conditions of this Lease or the exercise of any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenant, condition or option, but the same shall remain in full force and effect.

28. Successors. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, except as otherwise provided in this Lease.

29. Termination of MOL. At the expiration or earlier termination of this Lease, the Parties shall execute and file a termination of the MOL, which Landlord shall record at its sole cost and expense.

30. Time of Performance. Time is of the essence of this Lease and the performance of all obligations hereunder. However, except with respect to the payment of money, the time allowed to either party for performing its obligations under this Lease shall be extended by the number of days of delays resulting from Force Majeure. As used in this Lease, "**Force Majeure**" means with respect to delays affecting the performance of one party (a) unreasonable interference by the other party or a separate contractor employed by the other party, or (b) acts of God, governmental restrictions, war or enemy action or invasion, terrorism, civil commotion, insurrection, malicious mischief, sabotage, labor disputes, fire or other casualty, condemnation, or other causes beyond the control of the delayed party. If a party intends to claim entitlement to an extension, that party must give notice to the other party within thirty (30) days after the later of: (i) the occurrence of the Force Majeure event or (ii) the date on which the claiming party first recognizes the Force Majeure condition giving rise to the claimed extension. The notice shall include an estimate of the probable effect and extent of the delay caused by the Force Majeure event. If adverse weather conditions are the basis for a claimed extension, the claim must ultimately be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had a material adverse effect on the scheduled performance.

31. Brokers. Each party represents and warrants to the other party that it has not engaged any person, firm or entity to serve or act as a broker, agent or finder with respect to this Lease. Each party agrees to defend, indemnify and hold harmless the other party from and against any claim, damage, loss or expense resulting from the breach of the representation and warranty set forth in this Paragraph.

32. Early Termination Contingency. Notwithstanding anything herein to the contrary, the Parties agree that Landlord's obligation to Lease the Premises is conditioned upon the Tenant achieving an annual visitation rate of at least 50,000 persons at the Premises (**"Annual Visitation Rate")**. Should the Premises not be visited by at least 50,000 persons in any given year of the Term, then Landlord may

terminate this Lease by giving 365 days' written notice to Tenant, and neither Party shall thereafter have any further obligation to the other party under the Lease, except for any obligations in this Lease that expressly survive the expiration or termination of this Lease. Provided however, Tenant's obligation to meet the Annual Visitation Rate described above shall be equitably reduced if the Annual Visitation Rate is adversely affected by any repairs, maintenance, remodeling, exhibit changes and upgrades, casualty, condemnation, Force Majeure events (as defined in Section 30), adverse weather, inability to access the Premises from Beacon Town Drive, any closure or impediment to the access to the Premises from Beacon Town Drive or to the Parking, Landlord's control or management of the Common Areas, or any other events beyond Tenant's control ("**Visitation Interruptions**"). If Tenant provides documentation that the Annual Visitation Rate is achieved within 30 days of Tenant's receipt of the notice of termination from Landlord pursuant to this Section 32, the notice of termination shall be null and void.

33. Severability. If any provision of this Lease is found to be invalid or unlawful, then the remainder of this Lease shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.

34. Entire Agreement. These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire lease agreement between the Parties and supersede all previous communications, either written or verbal with respect to the subject matter of this Lease.

35. Amendment. This Lease may only be amended by mutual written agreement of the Parties.

36. Governmental Immunity. Nothing contained in this Lease shall constitute a waiver of the Landlord's governmental immunity or of any limitation on liability or damages created by and pursuant to applicable law.

[Signatures on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed effective the date first above written.

TOWN OF HUNTERSVILLE,
a North Carolina municipal corporation

By: _____

Name: _____

Title: _____

DISCOVERY PLACE, INC.,
a North Carolina non-profit corporation

By: _____

Name: Catherine W. Horne

Title: President and CEO

EXHIBIT A

Description of the Property

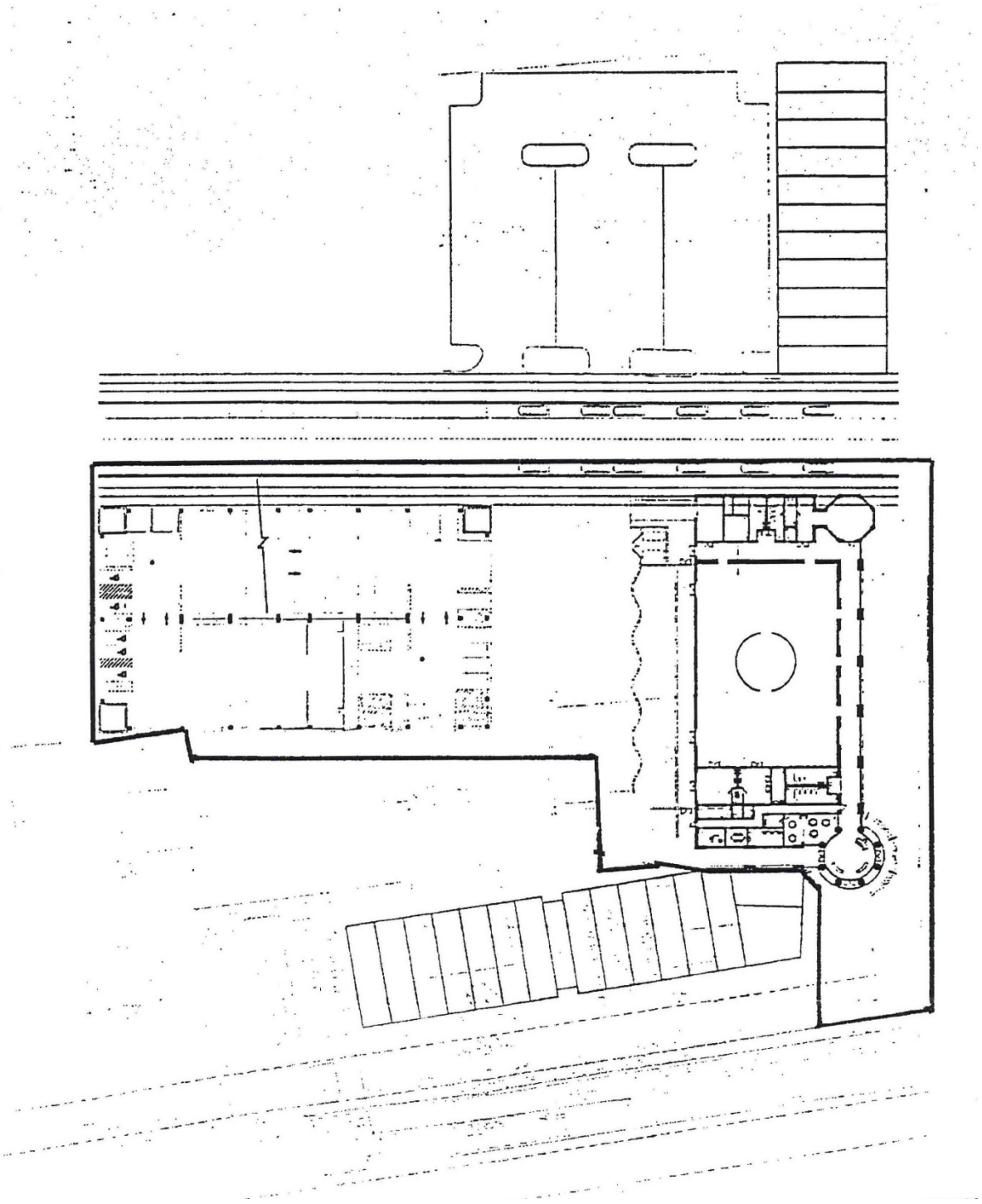
Being all of that certain tract or parcel of land in the Town of Huntersville, Mecklenburg County, North Carolina, and more particularly identified by the following tax parcel number:

017-116-15

Together with non-exclusive rights for access to and from the Property and to the Parking and Common Areas on the Property as defined in Section 6 hereinabove.

EXHIBIT A-1

Approximately 21,000 rentable square feet of high-ceiling, ground-level space and mezzanine space (accessible by elevator and stairs).



Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Nathan Farber, Senior Planner

Subject: Petition #R25-07 Home2Hilton

EXPLAIN REQUEST:

Petition #R25-07 is a request by PM Patel to rezone +/- 2.68 acres of the 4.69 acres located at 13830 Statesville Rd (Parcel IDs 01709417, 01709412, 01709411, 01709423, 01709422) from General Residential and Corporate Business to Highway Commercial Conditional District. The purpose of the rezoning is to develop a hotel development.

ACTION RECOMMENDED:

Consider a decision

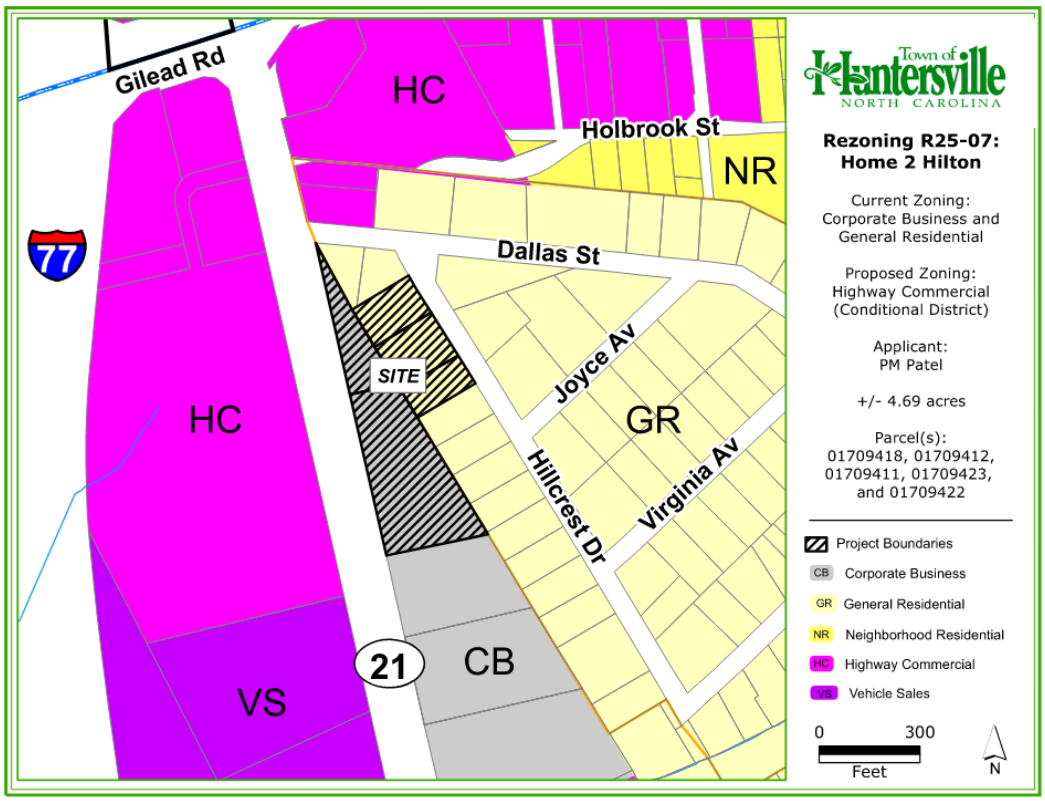
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. R25-07 Home2Hilton - FA - 10-21-25
2. 1. Application
3. 2. R25-07 Rezoning Plan
4. 3. Community Meeting Report
5. 4. Engineering Report
6. 5. TIA Determination
7. 6. Tree Report
8. 7. Additional Hotel Elevation Photograph
9. 8a. Letters of Support
10. 8b. Letters of Support

Petition R25-07
Home2Hilton Hotel Conditional Rezoning

PART 1: PROJECT SUMMARY



Applicant: PM Patel

Property Owner: Sree Maha Laxmi, Inc

Property Address: 13830 Statesville Rd, Huntersville, NC

Project Size: (+/-) 2.68 acres

Parcel Numbers: 01709417, 01709412, 01709411, 01709423, 01709422

Current Zoning: General Residential (GR), Corporate Business (CB)

Current Land Use: Single Family Residential and Vacant

Proposed Zoning: Highway Commercial Conditional District (HC-CD)

Proposed Land Use: Hotel - Commercial

1. Purpose: Petition #R25-07 is a request by PM Patel to rezone +/- 2.68 acres located at 13830 Statesville Rd (Parcel IDs 01709417, 01709412, 01709411, 01709423, 01709422) from General Residential and Corporate Business to Highway Commercial Conditional District. The purpose of the rezoning is to develop a hotel development.
2. Adjoining Zoning and Land Uses.
   North: Corporate Business and General Residential. Vacant land and single Family Residential.
   South: Corporate Business. Existing Hotel and General Residential. Single Family Residential.
   East: General Residential. Existing Single Family Residential.
   West: Highway Commercial. Car Dealership. Highway 73.
3. A neighborhood meeting was held on Thursday, June 26th, 2025. The invitation list, invitation, attendance list, and summary of the meeting are included in the agenda packet for review. Several adjacent property owners attended the meeting to discuss the potential project and ask questions of the applicant.
4. Planning staff certifies that notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad was placed in the Charlotte Observer; and posting of a rezoning sign along Dallas St and Statesville Rd in front of the property.

PART 2: REZONING/SITE PLAN

Site Plan Description:

Staff have reviewed two sets of plans and returned one set of comments to the applicant prior to the agenda deadline for the public hearing. The items listed below are site plan descriptions and issues that currently need to be addressed.

- The applicant is proposing to develop a 6 story/ 70' tall 117-room hotel. The applicant has identified that the branding will be a Home2Hilton by Hilton or of similar quality. Please see below regarding modifications related to the height and location of the hotel.
    - UPDATE: The applicant stated at the Planning Board meeting that they will agree not to exceed 64 feet for the building height. The site plan has not been updated to show this change. While staff commends the applicant working with the Town, the 6' reduction does not substantially reduce the mass or proportion of the building, so staff's recommendation remains.
- The applicant has stated that all the permitted uses of the Highway Commercial zoning district are permitted except wind energy, schools, home occupation, single-family and multi-family uses.
- Parking: The development is required to provide 1 parking space per room plus 1 space per 500 sf of ancillary space. The hotel is shown to have 117 rooms plus 1000 sf of ancillary space, which equals a required 119 spaces. The applicant is proposing to provide 119 spaces including 5 van accessible spaces.
- The access to the hotel parking lot will be off of Dallas St and an additional access point will be via the existing Best Western hotel to the east. The Hotel itself will have a pedestrian entrance connection to the existing sidewalk network along Statesville Rd/ US-21.

Rezoning Plan:



Rezoning Issues:

- Elevations: The applicant has not provided architectural elevations for the hotel and has instead provided a rendering of an existing Home2Hilton. They have stated that the elevations and perspectives provided are conceptual in nature and are showing the general theme of the proposed architecture.
    - Staff recommend using the following language when applicants ask for flexibility: "The proposed improvements shown on the rezoning plan are schematic in nature. The exact locations and architecture of the units and buildings may be modified, as approved by Planning staff, during the design, engineering, and construction phases of the development so long as such modifications are within the boundaries of the conditional district rezoning and compatible and in harmony with the general layout of the rezoning plan." This language ensures that general consistency with the rezoning plan is provided.
    - Staff recommend providing full elevations of the proposed hotel. Currently, staff is in support of the design of the hotel provided on the site plan.



- Urban open space is not required. The applicants are proposing to provide a 4,000 sf “Green”. The green is shown to have a network of sidewalk paths, benches, firepit, and a gazebo. This green will be placed at the northwest corner of the property.
    - The applicant will need to confirm with NCDOT that all of the proposed elements of the “green” can be placed within the NCDOT drainage easement.
- Buffer: The development is required to provide a 30’ buffer along the eastern and southern property lines that are adjacent to residential properties. A buffer adjacent to the existing Hotel is not required. The applicant is providing the full required 30’ buffer in width. The existing features plan show that the eastern buffer is sparsely vegetated with exiting trees, while the southern buffer is fully vegetated. Please see below regarding a modification request regarding this buffer.
    - A retaining wall is proposed along portions of the eastern buffer. The grading appears to show that portions of the parking lot will be raised above the buffer by a max of 20’. At its max height the retaining wall appears to be about 10-15’ above the grade of the buffer. As you move to the southeastern corner of the site the retaining wall height lessens before becoming flush with the grade, and then the parking is graded below the buffer. This remains a staff concern as the buffer should be functional and be able to adequately screen the increased height and decreased distance.
    - The existing tree canopy, as noted on the existing features plan, along the southern buffer is in question as the landscaping plan shows that only new planting will be provided. If the applicant prefers new plantings over existing canopy than the Limits of Disturbance needs adjusted along with the proposed modification request to the buffer.
    - Staff have concerns that the sparse existing vegetation, some of which has been identified as dead, diseased or dying, will not provide enough height or screening to initially screen the hotel due to the proposed retaining wall. Additionally, much of the proposed vegetation will struggle to screen portions of the retaining wall much less the hotel as maturity will likely take at least a decade to reach.

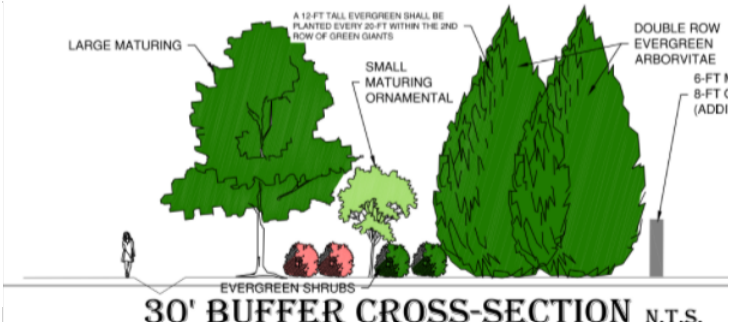
- The applicant is proposing to provide a 6-foot-tall masonry wall along the eastern edge of the parking lot and buffer. Staff has questions regarding where this fence will be located in relation to the proposed retaining wall. In addition, the applicant has shown an 8-foot-tall opaque fence that will be provided along the edge of the southern buffer and plans to include this fence along the rear property line of the existing Best Western Hotel next door.

- Best Western Hotel: The applicant also owns the neighboring Best Western Hotel. The best Western Hotel was approved in 1999 prior to the current conditional requirements of the Zoning Ordinance requiring separation based on the proposed height. The best Western is about 121' from the nearest residential property, though a required 80' buffer made up of existing mature canopy trees.
- Buffer Landscaping: The applicant is proposing to exceed the required buffer planting standards in areas that are not currently vegetated or in areas that will be graded. Additionally, the applicant is proposing to provide a mature 12' tall evergreen every 20' to provide immediate screening coverage.
    - Staff ask that the landscaping sheet show the existing vegetation and specimen trees that will be located within the 30' buffer. Currently the landscaping plan shows that the entire buffer will be replanted.

REQUIRED PLANTINGS:
30' BUFFER = 4-TREES PER 1000-SF OF BUFFER, 50% LARGE MATURING, 25% SMALL MATURING, 50% EVERGREEN
7-SHRUBS PER 1000-SF 100% EVERGREEN

URING

PROVIDED PLANTINGS:
30' BUFFER = 7-TREES PER 1000-SF OF BUFFER, 50% LARGE MATURING, 25% SMALL MATURING, 75% EVERGREEN
10-SHRUBS PER 1000-SF 100% EVERGREEN



- Tree Save: The Highway Commercial Zoning district has a 30% Specimen Tree Save requirement. The applicant has stated that 67% (6 specimen trees) of the 9 specimen trees in good health will be saved. The site plan has also indicated that the "petitioner will use best efforts to save trees in the buffer". Several specimen trees within the 30' buffer are shown to be removed as part of a modification request to the buffer.
    - The applicant has provided a tree report that shows that some of the "saved" specimen trees are in poor health. 8 specimen trees were identified by the arborist to be in poor health and they would not count towards the specimen total.
- Street Tree's: The zoning ordinance requires a double row of street trees along throughfares. The hotel site is currently showing only one row of street trees. Staff is working with the applicant to resolve this issue as the NCDOT widening project has limited the available space for a double row of larger maturing trees.
- Engineering: The applicant plans on disturbing a jurisdictional stream, as allowed by Mecklenburg County, but the required mitigation is still an open issue. For further information please see the attached Engineering Report (Attachment 4) and below modification.
- Modifications:
    - **a.** Hotel Separation: Article 9.45.1 of the Huntersville Zoning Ordinance states that a hotel must be separated by at least 250 ft from any adjacent residential districts. This is measured from the closest point of the lot occupied by the hotel to the closest point of lots in residential zones. The applicants are requesting to allow the hotel to be only 100.4' from the nearest residential district, which is ~150' less than the 250' requirement.
        - **Staff Comment: Staff does not support this modification request due to the combined impact of the proposed building height, the limited separation between the hotel and nearby residential properties and the reduced effectiveness of the proposed buffer. The buffer along the eastern property line, particularly near the northeastern corner, is inadequate because proposed grading would place the parking lot and hotel as much as 20 feet above long portions of the buffer. This would increase the perceived height of the hotel from the neighborhood.**

While the applicant proposes plantings that exceed ordinance requirements, the height of the retaining wall diminishes their effectiveness. In addition, several existing mature specimen trees appear to be in poor condition and cannot be relied upon for long-term screening. Given these conditions, the proposed design does not provide sufficient screening to justify reducing the required 250-foot separation to 100-foot.

b. Hotel Separation based on Height: Article 9.45.2(a) of the zoning ordinance requires that a hotel be separated by a distance no less than (3) times the height of the proposed structure closest to the common lot line of the adjoining residential zone, but in no case less than 100ft. The proposed hotel is 70' tall, which would require a 210' separation. The applicant is requesting to allow the hotel to be only 100.4' from the nearest residential zone.

- **Staff Comment: Staff does not support this modification request due to the combined impact of the proposed building height, the limited separation between the hotel and nearby residential properties, and the reduced effectiveness of the proposed buffer. The buffer along the eastern property line, particularly near the northeastern corner, is inadequate because proposed grading would place the parking lot and hotel as much as 20 feet above long portions of the buffer. This would increase the perceived height of the hotel from the neighborhood.**

  While the applicant proposes plantings that exceed ordinance requirements, the height of the retaining wall diminishes their effectiveness. In addition, several existing mature specimen trees appear to be in poor condition and cannot be relied upon for long-term screening. Given these conditions, the proposed design does not provide sufficient screening to justify reducing the required 250-foot separation to 100-foot.

c. Hotel Height: Article 9.45.3 of the Zoning Ordinance states that hotels may exceed the permitted height of the district only if it is subject to a conditional rezoning, all the requirements of Article 9.45.2 are met, and it does not exceed 6 stories. The Highway Commercial district building type has a height limit of 36'. The applicant is requesting a building height of 70' made up of 6 stories.

- **Staff Comment: Staff is not in support of this modification request as the applicant is not meeting the minimum requirements of Article 9.45.3 to exceed the maximum height of the district. The applicant is asking for a modification for each of the two separation requirements while also asking for a modification to the buffer. While the design of the buffer does exceed the minimum requirements of the ordinance the proposed grading issues negate the increased planting and does not do enough to overcome the height and separation requests for the hotel.**

d. Buffer Grading: Article 7.5.6 of the Zoning Ordinance requires that no grading, clearing, or land disturbing activities can occur within the required buffer yard if it is vegetated. Areas that are completely devoid of vegetation would allow grading with slopes no greater than 3:1. The applicant is proposing to partially grade into areas that contain vegetation according to the current existing features plan. The applicant has stated the site plan currently shows the approximate areas that will be graded, and the exact location will be determined during construction plans. The applicant is planning to replant the graded buffer yard according to the requirements of Article 7.5.3.

- **Staff Comment: Staff may be able to support this modification request because the applicant is providing plantings that significantly exceed the buffer screening requirements of Article 7.5.3. In addition to increasing the total number of plantings, the applicant has committed to installing mature evergreens, 12 feet in height, spaced every 20 feet. This will create immediate screening that would otherwise take years to establish.**

Staff's support is contingent on revising the modification language to ensure that any future deviation from the approved buffer grading is minimized and reviewed in consultation with Planning Staff. As discussed above, the southern buffer will need to be looked at further to determine exactly how much of the buffer is being proposed to be disturbed and replanted. Any graded areas within the buffer must be replanted to meet the enhanced planting count shown on the approved landscaping plan.

e. Hotel Structure Location: Article 4.5 Lot Type / Highway Commercial: Building Placement (3) states that building facades shall be generally parallel to frontage property lines. This would require that a building on a corner lot should front on two frontages. The applicant is requesting that the hotel structure be built offset from the Dallas St frontage while it will front along the Statesville Rd frontage.

- **Staff Comment: Staff may be able to support this modification request because the applicant is proposing to provide a fully amenitized urban open space at the corner of Dallas St. and US-21. An urban open space is not a requirement but is being built in lieu of compliance as the NCDOT storm drainage easement prevents the hotel from being placed on the corner. The space is labeled a "green" and provides seating area around a firepit and a pergola. It is "fenced off" by shrubs to enclose the space and separate it from the adjacent highway. Staff would recommend providing a knee wall similar in material to the hotel to further separate the space from the highway and provide additional safety to users of the urban open space. The support of this modification depends on NCDOT permitting the construction of the proposed "green" within the NCDOT drainage easement.**

f. S.W.I.M. Buffer Impact: Article 8.25.10 "Buffer Impacts Permitted under Section 8.25, S.W.I.M" states that SWIM buffers can only be impacted if they meet one of the exceptions outlined in the above ordinance. A Jurisdictional stream was identified and is proposed to be impacted. This project does not meet one of the exceptions for impacting a buffer and so the applicant must request a modification to impact the buffer. This modification is not noted on the Rezoning site plan and must be added.

- **Staff Comment: Staff is not in support of this modification request as no mitigation plan has been created and approved by Town Engineering and Mecklenburg County. Mecklenburg County is okay with allowing the impact to the Buffer. See the Engineering Staff Report for more information regarding the implications to the buffer impact.**

PART 3: TRANSPORTATION ISSUES

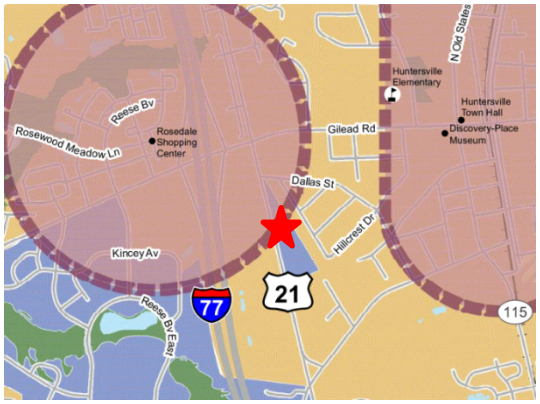
Traffic Impact Analysis (TIA)

- A Town TIA for the proposed project is not required as it did not generate the trip thresholds needed for an analysis. Please find the TIA Determination and an Engineering memo from Engineering attached in the agenda packet.

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan – "Town Center and Mixed-Use Center"





STAFF COMMENT – The 2040 Huntersville Community Plan **DOES** SUPPORT this project through the following sections:

- **Policy LU 6.2**: Commercial uses are encouraged in the Town Core and as Specified in adopted Small Area Plans.
  - STAFF COMMENT: This proposed Hotel is a use that is located partially within and surrounded by the Town core land use character area. The majority of the proposed use is located within the Employment Center character area which would also support the proposed development.
- **Policy LU 5.1:** Allow more intense development only where transportation infrastructure and utilities already exist.
  - STAFF COMMENT: This policy supports the development as the Hotel would be located along the major thoroughfare HWY-21.
- **Policy LU 2.1:** Higher intensity residential uses will be focused generally within two miles of the I-77/ NC-115 corridor and future activity centers in the eastern and western areas of Huntersville's zoning jurisdiction.
  - STAFF COMMENT: This policy supports the development as it is located within two miles of the 1-77/ NC-115 corridor. Additionally, the development is located along US HWY-21.

STAFF COMMENT – The 2040 Huntersville Community Plan **DOES NOT** SUPPORT this project through the following sections:

- **Policy 8.2:** Evaluate and strengthen incentives to encourage the achievement of higher design standards.
  - STAFF COMMENT: While the applicant is providing an urban open space as mitigation for a modification request this policy does not support the project as the project is currently lacking full architectural elevation plans and offers little land design or building elements that exceed the minimum requirements of the ordinance.
- **Policy 11.1:** Protect and enhance the unique character of Huntersville's neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment.
  - STAFF COMMENT: This policy does not support the project because the height and proximity of the proposed hotel are incompatible with the spacing, mass, and scale of existing buildings to the rear. Without specific architectural elevations, it is difficult to determine whether the hotel will integrate respectfully with the surrounding neighborhood, particularly given its prominent location as the neighborhood's entrance. In addition, the proposed buffer does not adequately mitigate the hotel's height, especially where the retaining wall would elevate portions of the site above the buffer nearest to the adjacent neighborhood.

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

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

STAFF COMMENT:
Staff recommend that the reclassification to the Highway Commercial Conditional District (HW-CD) would not be consistent with the overall character of adjacent development for the following reasons:

- The proposed Hotel use is consistent with the location but is closer than permitted. The proposed buffers separate the uses and provide consistency between uses, but the function of the buffers are in question.
- The development is more than 50% closer to nearby residential properties than allowed by the conditions of Article 9.54 while not providing enough site design that is commensurate with the amount of forgiveness from the ordinance that the applicant is requesting. In normal circumstances the increase in buffer quality is being significantly offset by the proposed grading of the property.
- The lack of set architectural elevations makes it difficult to determine if the hotel will integrate respectfully with the surrounding community. Additionally, the use of notes that allow significant changes to the architecture post approval create concern in regard to ensuring a quality design in the future.

2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, stormwater drainage systems, water supplies, and wastewater and refuse disposal.**
   STAFF COMMENT:
   - A Transportation Impact Analysis (TIA) is not required for this development.
   - Staff have no other indication that the proposed use will adversely affect the adequacy of public facilities.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.**
   STAFF COMMENT:
   Planning staff has no indication that the request will adversely affect known archeological, environmental, or cultural resources.

PART 5: STAFF RECOMMENDATION

While the applications use is consistent with the character area recommendations of the Huntersville 2040 Plan, Staff recommend denial of the rezoning as the overall site plan design is not commensurate with the amount of modifications from the ordinance that the applicant is proposing. The expectation from the ordinance is that the taller the structure is, the further from residential property it should be and the better the buffer should be. The applicant has proposed the opposite; a significantly taller building that is closer and a buffer that is compromised by grading issues.

If the Town Board accepts the site plan Staff recommend the minimum changes:

- All the proposed conceptual notes used by the applicant be replaced with the staff recommended note to ensure compliance with the site plan as all current notes allow complete changes: "The proposed improvements shown on the rezoning plan are schematic in nature. The exact locations and architecture of the units and buildings may be modified, as approved by Planning staff, during the design, engineering, and construction phases of the development so long as such modifications are within the boundaries of the conditional district rezoning and compatible and in harmony with the general layout of the rezoning plan."
- A mitigation plan that is approved by all necessary agencies is provided.
- All remaining staff comments, issues and minor site plan notes are addressed.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing was originally scheduled for August 5, 2025. The applicant deferred the project to September 2, 2025.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board is scheduled for September 23rd, 2025.

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for October 21st, 2025.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

1. Rezoning Application
2. R25-07 Rezoning Plan
3. Neighborhood Meeting Report
4. Engineering Report
5. TIA Determination
6. Tree Report
7. Additional Hotel Elevation Photograph
8. Letters of Support

PART 10: CONSISTENCY STATEMENT – R25-07 Home2Hilton

Planning Department	Planning Board	Board of Commissioners
APPROVAL: N/A	APPROVAL: In considering the proposed rezoning application R25-07, Home2Hilton, The Planning Board recommends approval based on the plan being consistent with policies LU6.2, LU5.1, LU2.1, EV 2 which specifically states, "encourage existing economic assets in entrepreneurial business development." Approval is subject to and shall include the modifications listed in the staff report. Also subject to the applicant working with staff to agree on the buffer details and height will not exceed 64 feet. It is reasonable and in the public interest to approve the rezoning plan because it supports an existing small business in Huntersville, will provide needed alternative hospitality options for existing Huntersville businesses and will provide a renovated and improved existing hospitality business in Huntersville.	APPROVAL: In considering the proposed rezoning application R25-07, Home2Hilton, the Town Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**
DENIAL: In considering the proposed rezoning application R25-07, Home2Hilton, staff recommends denial as it is not consistent with Policies LU 11.1 of the 2040 Huntersville Community Plan.	DENIAL: N/A	DENIAL: In considering the proposed rezoning application R25-07, Home2Hilton, the Town Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).**

It is not reasonable and not in the public interest to amend the Zoning Ordinance because the proposed site plan is not commensurate with the requested modifications even if the proposed use is consistent with the development pattern set forth in the 2040 Community Plan. Modifications A (Hotel Separation), B (Hotel Separation based on height), C (Hotel Height, F (SWIM Buffer Impact) are not in keeping with the Spirit of the Ordinance and therefore not supported.		**It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**

General Application

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

1. Application Type

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

☐ Change of Use ☐ Commercial Site Plan ■ Conditional Rezoning ☐ General Rezoning ☐ Master Signage Program ☐ Special Use Permit ☐ Revision to Original Project # _____ ☐ Other _____	SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance ■ Sketch Plan ☐ Preliminary Plan ☐ Final Plat (Includes Minor Subdivision) ☐ Exempt Subdivision ☐ Final Plat Revision ☐ Farmhouse Cluster

2. Project Data

Date of Application 4/29/25

Name of Project Home 2 Hilton Phase # (if subdivision) _____

Project Address 13830 Statesville Rd., Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01709418, 01709412, 01709411, 01709423, 01709422

Current Zoning District GR & CB Proposed District (for rezoning only) HC(CD)

Property Size (acres) 4.69 Street Frontage (feet) 973

Current Land Use Hotel, Residential, Vacant

Proposed Land Use(s) Hotel

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

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

Rezone the property to HC for a proposed new Hotel and associated parking

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at https://www.huntersville.org/528/Permits-Process.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name PM Patel Phone 704-502-2444

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

■ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature PM Patel

Title Owner Email pmphotels@gmail.com

Address of Applicant 507 Hillcrest Rd, Huntersville, NC 28078

7. Property Owner (if different than applicant)

*Printed Name SREE MAHA LAXMI, Inc Phone 704-502-2444

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

■ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature PM Patel

Title President Email pmphotels@gmail.com

Address of Property Owner 507 Hillcrest Rd, Huntersville, NC 28078

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

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

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
Woodbine Design, PC	Peyton Woody	704-315-8367	pwoody@woodbinedesign.com

Design Firm	Name of Contact	Phone	Email

Contact Information

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

Conditional District Rezoning/Sketch Plan Approval Application

Proposed

HOME 2 HILTON

13830 Statesville Rd., Huntersville, Mecklenburg Co., NC 28078

Applicant / Developer:

SREE MAHA LAXMI INC
13830 Statesville Rd.
Huntersville, NC

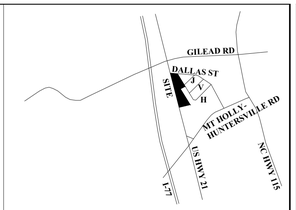
September 9, 2024

Plans Prepared By:

Woodbine Design, P.C.
Land planning & civil engineering
blending nature & man

Survey By:

CAROLINA GEOMATICS, PLLC
LAND SURVEYING & MAPPING
469 HOSPITAL DR., STE D
GASTONIA, NC 28054
P: (980) 329-3382
CKING@CAROLINAGEOMATICS.COM
NC #P-1965
WWW.CAROLINAGEOMATICS.COM



VICINITY MAP
NO SCALE

FIRE MARSHAL

FIRE MARSHAL'S OFFICE
ALL ITEMS ON THE CHECKLIST BELOW MUST BE MET FOR LAND DEVELOPMENT APPROVAL

The Mecklenburg County Fire Marshal's Office reviews land development drawings that are submitted thru the land development review process for the incorporated towns and their extra territorial jurisdiction (ETJ) areas. All land development drawings are reviewed for the following code requirements in the sketch and construction submittals:

- Road Width – Minimum 20 feet or per North Carolina Department of Transportation (NCDOT).
- Fire Apparatus Turning Radius – 30 feet inner, 42 feet outer.
  - Templates SB-30 (Engines) and B-40 (Ladder Trucks) are used and all drawings shall be scaled no smaller than 1:60.
- Water Utilities – Water lines and/or fire hydrant locations.
  - Fire hydrants required within 400 feet of any new structure. Exception: R3 and U occupancies or when the structure has an approved sprinkler system distant requirement shall be 600 feet.
  - Fire Department Connection (FDC) required within 200' for NFPA13/13R sprinkler systems and 100' for standpipes systems.
- Dead-End Roads – Maximum length of any dead-end road shall be 150 feet without an approved fire apparatus turn around
- Road Surfaces – All roads/commercial driveways for fire apparatus access shall be capable to support the imposed load of an 80,000-pounds.
- Secondary Access – Development of one-or two- family dwellings where the number of dwelling units exceed 100 and commercial structures 62,000sqft (no sprinklers) and 124,000sqft (with sprinklers) shall be provided with separate and approved remote fire apparatus access road.

NCDOT

REQUIRED NCDOT & TOWN ROAD IMPROVEMENTS
- NO TIA OR IMPROVEMENTS REQUIRED

CONDITIONAL REZONING # R25-07
ACCELA # CSP-500077

SHEET LEGEND

C1	COVER SHEET
C2	EXISTING CONDITIONS & TREES SURVEY
C3	SITE PLAN / REZONING PLAN
C4	SLOPE ANALYSIS
C5	GRADING PLAN
C6	LANDSCAPE PLAN
C7	BUFFER CROSS-SECTION HILLCREST DR.

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

PLOTTED: 9/9/2025
P:\24010-HOME2 HILTON_CAD\01B-HILTON-CD.DWG

Woodbine Design, P.C.
Land planning & civil engineering
blending nature & man
1816 N. Main Street, Suite 204
Cornelius, NC 28031
980.722.2669
704.315.8367
www.woodbinedesign.com
info@woodbinedesign.com
pwood@woodbinedesign.com

Riley D. Burgess, Jr. PE
2025.09.09 17:21:55-04'00'
NORTH CAROLINA PROFESSIONAL SEAL 10051 ENGINEER RILEY DEE BURGESS JR.

SEAL

SEAL NO: C-4063

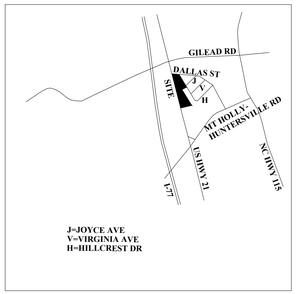
NORTH ARROW

Project: HOME 2 HILTON
Location: 13830 STATESVILLE RD, HUNTERSVILLE, NC 28078
Sheet Title: COVER SHEET

DEVELOPER/OWNER
SREE MAHA LAXMI, INC
13803 STATESVILLE RD.
HUNTERSVILLE, NC 28078

Designed By: WOODBINE
Drawn By: PW
Date: 7/30/24
Revisions
9/9/25: Town Comments

Sheet: C1 of 7
Project Number: 24010



VICINITY MAP
NO SCALE

SPECIMEN TREE TABLE

#	Size (in.)	Type	Notes	Health
~~1~~	~~24"~~	~~Ash~~	~~Remove~~	~~Poor~~
2	32"	Oak	Remove	Fair
~~3~~	~~24"~~	~~Elm~~	~~Remove~~	~~Poor~~
~~4~~	~~24"~~	~~Ash~~	~~Remove~~	~~Poor~~
5	26"	Poplar	Save	Fair
6	28"	Oak	Save	Fair
7	32"	Oak	Save	Fair
~~8~~	~~26"~~	~~Oak~~	~~Save~~	~~Poor~~
9	32"	Oak	Save	Fair
10	25"	Oak	Save	Fair
11	32"	Poplar	Save	Good
~~12~~	~~31"~~	~~Poplar~~	~~Remove~~	~~Poor~~
13	30"	Poplar	Remove	Fair
~~14~~	~~36"~~	~~Poplar~~	~~Remove~~	~~Poor~~
~~15~~	~~33"~~	~~Oak~~	~~Remove~~	~~Poor~~
~~16~~	~~24"~~	~~Poplar~~	~~Remove~~	~~Poor~~
~~17~~	~~22"~~	~~Poplar~~	~~Remove~~	~~Poor~~
18	32"	Oak	Remove	Fair
~~19~~	~~25"~~	~~Poplar~~	~~Remove~~	~~Poor~~

Specimen Trees is fair Health = 9
Specimen Trees Saved = 6
Specimen % Saved = 67%

TREES IN POOR HEALTH REMOVED FROM CALCULATIONS

SOILS MAP LEGEND

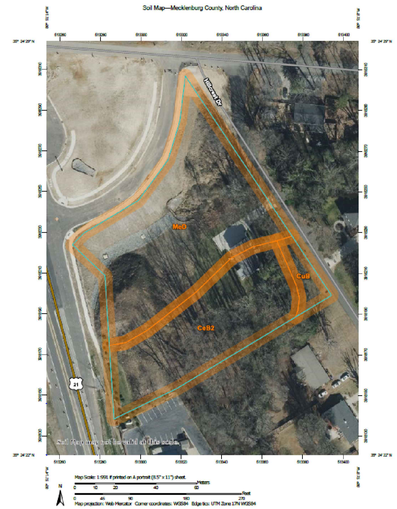
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CeB2	Cecil sandy clay loam, 2 to 8 percent slopes, moderately eroded	0.9	37.3%
CuB	Cecil-Urban land complex, 2 to 8 percent slopes	0.1	4.3%
MeD	Mecklenburg fine sandy loam, 8 to 15 percent slopes	1.4	58.4%
Totals for Area of Interest		2.4	100.0%

SPECIMEN TREE LEGEND

9 — 32"OAK

SOILS MAP



SYMBOL LEGEND:

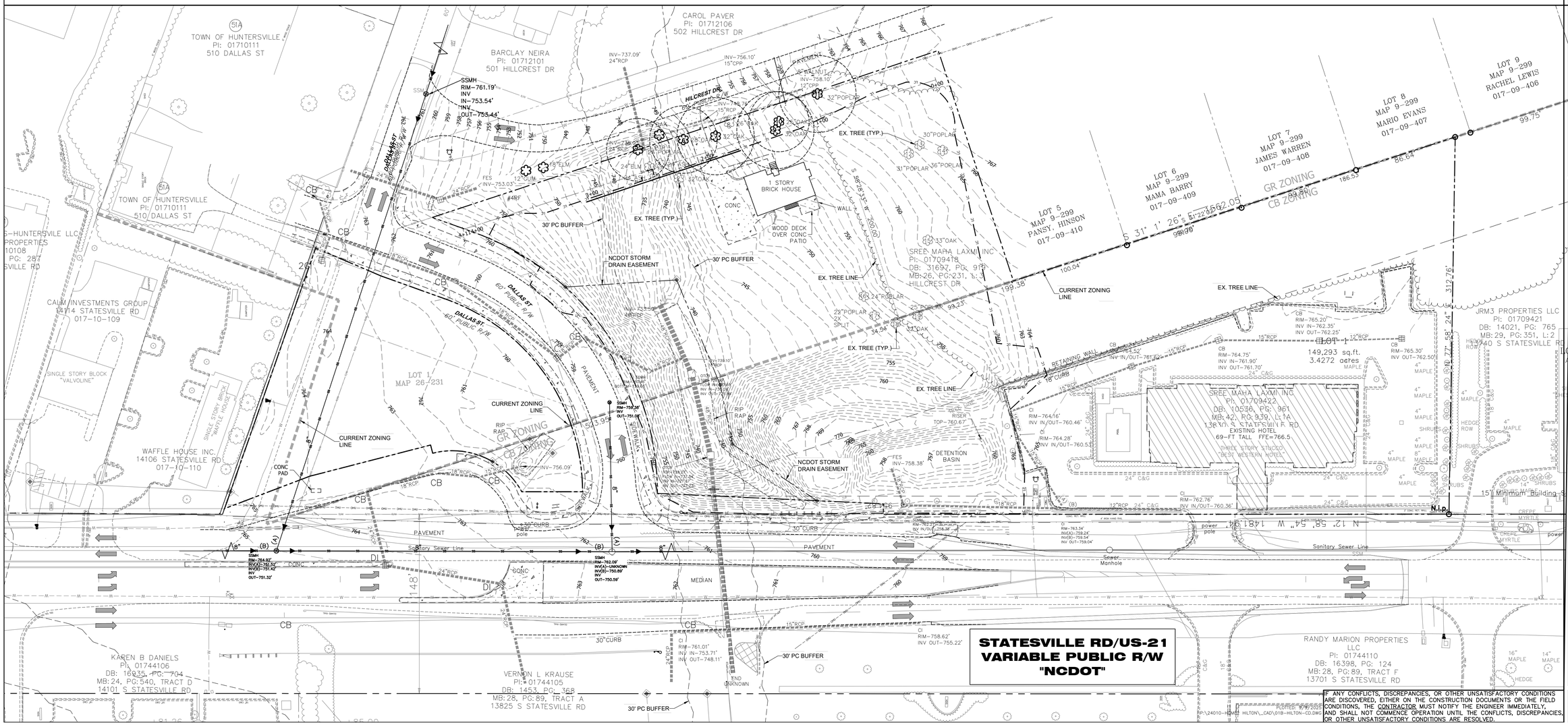
- TELEPHONE PEDESTAL
- GAS VALVE
- GAS METER
- WATER METER
- FIBER OPTIC MARKER
- SANITARY SEWER MANHOLE
- CURB INLET
- SIGN
- FIRE HYDRANT
- FLAG POLE
- LIGHT POLE
- DECIDUOUS TREE
- CONIFEROUS TREE
- BOLLARD
- WATER VALVE
- MAILBOX
- DROP INLET
- STORM MANHOLE
- UTILITY POLE
- GUY ANCHOR
- SEWER CLEANOUT
- ELECTRIC METER
- POWER BOX
- HVAC

ABBREVIATIONS:

RF	REBAR FOUND
RS	REBAR SET
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
MB	MAP BOOK
DB	DEED BOOK
PG	PAGE
FS	FRONT SETBACK
RY	REAR YARD
SY	SIDE YARD
BFP	BACK FLOW PREVENTER
MNF	MAG NAIL FOUND
C&G	CURB AND GUTTER
PDE	PERMANENT DRAINAGE EASEMENT

LINE LEGEND:

- BOUNDARY LINE
- ADJOINER LINE
- RIGHT OF WAY — R/W
- EASEMENT LINE
- FENCE LINE — X — X
- OVERHEAD UTILITY LINE — OHU — OHU
- WOOD LINE
- SETBACK LINE
- SANITARY SEWER LINE — SS
- MINOR CONTOUR
- MAJOR CONTOUR
- TOP OF BANK LINE — TB — TB
- CLEARING LIMITS — LC — LC — LC — LC
- TREE PROTECTION FENCE — X — X — X



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980.722.2669
20816 N. Main Street, Suite 204
Cornelius, NC 28031
704.315.8367

Riley D. Burgess, Jr. PE
2025.09.09 12:21:55-04'00'

NORTH CAROLINA PROFESSIONAL SEAL 10051 ENGINEER RILEY DEE BURGESS JR.

SEAL

SEAL NO: C-4063

NORTH ARROW

0 20 40 80
Graphic Scale 1" = 40 ft.

Project: HOME 2 HILTON
Location: 13830 STATESVILLE RD, HUNTERSVILLE, NC 28078
Sheet Title: EXISTING CONDITIONS & TREE SURVEY

DEVELOPER/OWNER
SREE MAHA LAXMI, INC
13803 STATESVILLE RD.
HUNTERSVILLE, NC 28078

Designed By: WOODBINE
Drawn By: PW
Date: 7/30/24
Revisions
9/9/25: Town Comments

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

PLOTTED: 9/9/2025
P:\24010-HOME2 HILTON\...CAD\01B-HILTON-CD.DWG

Site Data Table

Total Area (acres, square feet)	2.68-ACRE=116,740.8-SF
Proposed Disturbed Area (acres, square feet)	2.37-ACRE
TAX PARCEL ID:	01709418, 01709412, 01709411-GR. 01709423, 01709422-CB.
River Basin	McDOWELL
Stream Classification	none
Principal Uses(s) (Z.O Article 3)	COMMERCIAL - HOTEL
Building Type (Z.O .Article 3, 4 and 8.10)	HIGHWAY COMMERCIAL
Zoning District (Z.O. Article 3)	HC(CD)
Overlay District, if applicable (Article 3 Z.O.)	MOUNTAIN ISLAND LAKE WATERSHED PA-2
Percentage of Impervious Allowed (Article 3 Z.O.)	70%
Percentage of Impervious Shown	63%
Lot Count	1 LOTS
Total number of dwellings (detached/ attached)	0
Mixed-use/# of live/work units	0
Total area of non-residential (square feet)	0
Lot size range	2.68 AC
Number of lots within each range	N/A
Lot widths range (Z.O Article 3)	N/A
Number of lots within each width	N/A

Setbacks and Build-to-lines (Z.O Article 3, 4 &8.)

Front BTL range or Setback	0-15 FT
Corner setbacks	0-15 FT
Rear setbacks	30 FT
Right side setback	5 FT
Left side setback	5 FT

Watershed Information (Z.O. Article 3 and S.O. Section 7.290)

Is the property in a regulated watershed district?	X Yes No
Watershed District	MOUNTAIN ISLAND LAKE PA-2
Low Density/High Density	HIGH DENSITY
Percentage of allowable impervious area	70%
Percentage of impervious area shown on plans	SITE #1 EX. IMPERVIOUS: PAVEMENT/CONCRETE= 34,358-SF BLDG.=12,182-SF TOTAL=46,540-SF PROP. IMPERVIOUS: PAVEMENT/CONCRETE= 58,612-SF BLDG.=13,838-SF TOTAL=72,450-SF % IMPERVIOUS: SITE=4.69-ACRE=204,296.4-SF 72,450/(204,296.4-46,540)x100 = 46%
Amount of lot area set aside for future impervious by owner	0 - zero

TREE SAVE DATA

ZONING HC(CD)
HERITAGE TREES
NUMBER OF HERITAGE TREES ON-SITE: 0
NUMBER OF HERITAGE TREES SAVED: 0
PERCENTAGE OF HERITAGE TREES REQUIRED TO SAVE: 100%
PERCENTAGE OF HERITAGE TREES ACTUALLY SAVED: 0
SPECIMEN TREES
NUMBER OF SPECIMEN TREES ON-SITE: 9
NUMBER OF SPECIMEN TREES SAVED: 6
PERCENTAGE OF SPECIMEN TREES REQUIRED TO SAVE: 30%
PERCENTAGE OF SPECIMEN TREES ACTUALLY SAVED: 67%
TREE CANOPY
PERCENTAGE OF SITE COVERED BY TREE CANOPY: 47%
PERCENTAGE OF TREE CANOPY PRESERVATION REQUIRED BY DISTRICT: 0%
PERCENTAGE OF TREE CANOPY ACTUALLY SAVED: 20%

*2 WHERE CIRCUMSTANCES PREVENT LOCATING THE REQUIRED TREE PLANTINGS OR PRESERVATION STANDARDS ON SITE, THE DEVELOPER MAY MITIGATE PROTECTED TREE CANOPY REMOVAL BY PLANTING NEW TREES ON THE SITE WHOSE CANOPY EQUALS THAT OF THE CANOPY TO BE REMOVED (NEW TREE CANOPY CREDITS ARE DESCRIBED ABOVE). IF SITE CONDITIONS ARE NOT CONDUCIVE FOR HEALTHY TREE REPLACEMENT PLANTING ON SITE, THE DEVELOPER MAY CONTRIBUTE TO A TREE FUND/BANK SET UP BY THE TOWN FOR THE PLANTING AND MAINTENANCE OF SUCH TREES ELSEWHERE IN THE COMMUNITY. A COMBINATION OF PLANTING AND CONTRIBUTION IN LIEU OF PLANTING IS ACCEPTABLE. THE AMOUNT OF CONTRIBUTION IS BASED ON THE TOTAL COST OF THE REQUIRED MITIGATION TREES PLUS THAT OF THEIR INSTALLATION. PLANNING STAFF WILL BE RESPONSIBLE FOR REVIEWING AND APPROVING ALL TREE MITIGATION PLANS CONSISTENT WITH THE MITIGATION STANDARDS OF THIS SECTION.

PARKING DATA

SITE #1: 6 STORY MOTEL BUILDING
PARKING CALCULATIONS
1 SPACE PER ROOM PLUS 1 SPACE PER 500 SF OF ANCILLARY USE
117 ROOMS PLUS 1000 SF/500=117 PLUS 2 SPACES= TOTAL 119 SPACES REQUIRED
119 SPACES INCLUDING 5 VAN ACCESSIBLE SPACES PROVIDED

IMPERVIOUS AREA DATA

WATERSHED: MOUNTAIN ISLAND LAKE PA-2
MAX. ALLOWABLE IMPERVIOUS: 70%

(EXISTING HOTEL)
EX. IMPERVIOUS: PAVEMENT/CONCRETE= 34,358-SF BLDG.=12,182-SF TOTAL=46,540-SF

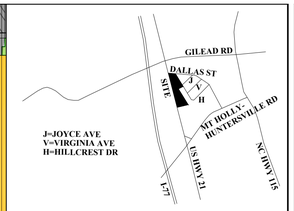
(NEW HOTEL)
PROP. IMPERVIOUS: PAVEMENT/CONCRETE= 59,213-SF BLDG.=14,050-SF TOTAL=73,263-SF
% IMPERVIOUS: SITE=2.68-ACRE=116,740.8-SF 73,263/116740.8x100 = 63%

NOTES:
1) THIS SITE SHALL UTILIZE THE HIGH DENSITY OPTION, BMP'S SHALL BE PROVIDED IN COMPLIANCE WITH THE PCO AND HUNTERSVILLE LOW IMPACT DEVELOPMENT REQUIREMENTS BY USING SAND FILTERS, UNDERGROUND DETENTION AND OTHER APPROVED S.C.M.'S.
2) THIS PROJECT DOES NOT LIE WITHIN A REGULATED FLOODWAY
3) SWIM & PCO BUFFER IMPACTS MUST BE PERMITTED VIA ARMY CORPS OF ENGINEERS & MECKLENBURG COUNTY STORM WATER
4) IMPERVIOUS IS SHOWN ILLUSTRATIVELY, FINAL NUMBER MAY VARY DURING THE DESIGN & PERMITTING PHASE FOR EACH SITE.



URBAN OPEN SPACE 1"=20'

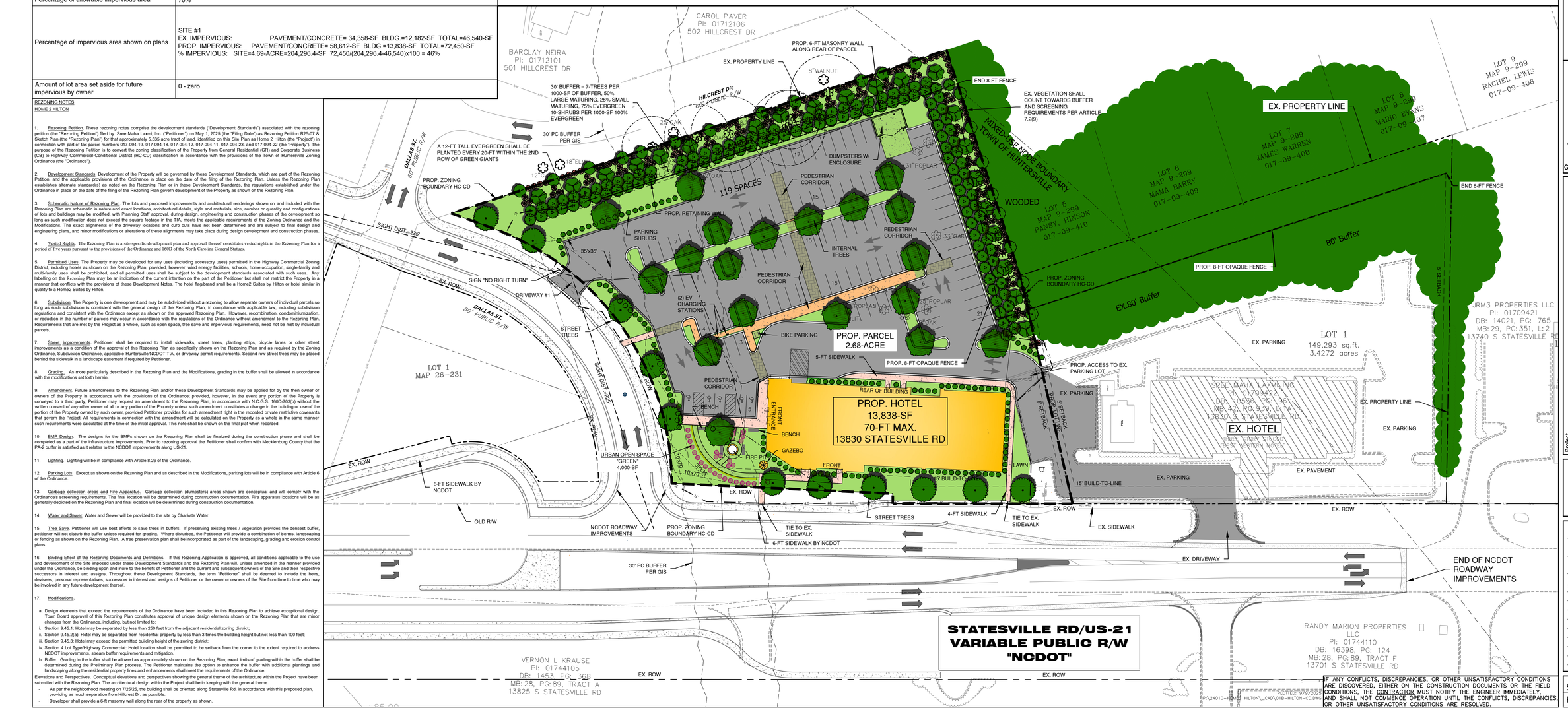
NOTE: 2-FT TALL KNEEWALL IS CONTINGENT UPON NCDOT APPROVAL FOR ITEMS WITHIN THE NCDOT STORM DRAIN EASEMENT



VICINITY MAP
NO SCALE

SITE LEGEND

PROPOSED CURB & GUTTER
REVERSED PITCH CURB & GUTTER
PROPERTY LINE
LOT LINES
DECORATIVE FENCING
PAVEMENT STRIPING
PAVEMENT
CONCRETE
TRAFFIC FLOW
PARKING BAY COUNT (23)
SPOT ELEVATION
TRUNCATED DOMES



REZONING NOTES
HOME 2 HILTON

1. Rezoning Petition. These rezoning notes comprise the development standards ("Development Standards") associated with the rezoning petition (the "Rezoning Petition") filed by Sree Maha Laxmi, Inc. ("Petitioner") on May 1, 2025 (the "Filing Date") as Rezoning Petition R25-07 & Sketch Plan (the "Rezoning Plan") for that approximately 5.535 acre tract of land, identified on this Site Plan as Home 2 Hilton (the "Project") in connection with a part of tax parcel numbers 017-094-19, 017-094-18, 017-094-12, 017-094-11, 017-094-23, and 017-094-22 (the "Property"). The purpose of the Rezoning Petition is to convert the zoning classification of the Property from General Residential (GR) and Corporate Business (CB) to Highway Commercial-Conditional District (HC-CD) classification in accordance with the provisions of the Town of Huntersville Zoning Ordinance (the "Ordinance").

2. Development Standards. Development of the Property will be governed by these Development Standards, which are part of the Rezoning Petition, and the applicable provisions of the Ordinance in place on the date of the filing of the Rezoning Plan. Unless the Rezoning Plan establishes alternate standard(s) as noted on the Rezoning Plan or in these Development Standards, the regulations established under the Ordinance in place on the date of the filing of the Rezoning Plan govern development of the Property as shown on the Rezoning Plan.

3. Schematic Nature of Rezoning Plan. The lots and proposed improvements and architectural renderings shown on and included with the Rezoning Plan are schematic in nature and exact locations, architectural details, style and materials, size, number or quantity and configurations of lots and buildings may be modified, with Planning Staff approval, during design, engineering and construction phases of the development so long as such modification does not exceed the square footage in the TIA, meets the applicable requirements of the Zoning Ordinance and the Modifications. The exact alignments of the driveway locations and curb cuts have not been determined and are subject to final design and engineering plans, and minor modifications or alterations of these alignments may take place during design development and construction phases.

4. Vested Rights. The Rezoning Plan is a site-specific development plan and approval thereof constitutes vested rights in the Rezoning Plan for a period of five years pursuant to the provisions of the Ordinance and 160D of the North Carolina General Statutes.

5. Permitted Uses. The Property may be developed for any uses (including accessory uses) permitted in the Highway Commercial Zoning District, including hotels as shown on the Rezoning Plan; provided, however, wind energy facilities, schools, home occupation, single-family and multi-family uses shall be prohibited, and all permitted uses shall be subject to the development standards associated with such uses. Any labelling on the Rezoning Plan may be an indication of the current intention on the part of the Petitioner but shall not restrict the Property in a manner that conflicts with the provisions of these Development Notes. The hotel flag/brand shall be a Home2 Suites by Hilton or hotel similar in quality to a Home2 Suites by Hilton.

6. Subdivision. The Property is one development and may be subdivided without a rezoning to allow separate owners of individual parcels so long as such subdivision is consistent with the general design of the Rezoning Plan, in compliance with applicable law, including subdivision regulations and consistent with the Ordinance except as shown on the approved Rezoning Plan. However, recombination, condominiumization, or reduction in the number of parcels may occur in accordance with the regulations of the Ordinance without amendment to the Rezoning Plan. Requirements that are met by the Project as a whole, such as open space, tree save and impervious requirements, need not be met by individual parcels.

7. Street Improvements. Petitioner shall be required to install sidewalks, street trees, planting strips, bicycle lanes or other street improvements as a condition of the approval of this Rezoning Plan as specifically shown on the Rezoning Plan and as required by the Zoning Ordinance, Subdivision Ordinance, applicable Huntersville/NCDOT TIA, or driveway permit requirements. Second row street trees may be placed behind the sidewalk in a landscape easement if required by Petitioner.

8. Grading. As more particularly described in the Rezoning Plan and the Modifications, grading in the buffer shall be allowed in accordance with the modifications set forth herein.

9. Amendment. Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner or owners of the Property in accordance with the provisions of the Ordinance; provided, however, in the event any portion of the Property is conveyed to a third party, Petitioner may request an amendment to the Rezoning Plan, in accordance with N.C.G.S. 160D-703(b) without the written consent of any other owner of all or any portion of the Property unless such amendment constitutes a change in the building or use of the portion of the Property owned by such owner, provided Petitioner provides for such amendment right in the recorded private restrictive covenants that govern the Project. All requirements in connection with the amendment will be calculated on the Property as a whole in the same manner such requirements were calculated at the time of the initial approval. This note shall be shown on the final plat when recorded.

10. BMP Design. The designs for the BMPs shown on the Rezoning Plan shall be finalized during the construction phase and shall be completed as a part of the infrastructure improvements. Prior to rezoning approval the Petitioner shall confirm with Mecklenburg County that the PA-2 buffer is satisfied as it relates to the NCDOT improvements along US-21.

11. Lighting. Lighting will be in compliance with Article 8.26 of the Ordinance.

12. Parking Lots. Except as shown on the Rezoning Plan and as described in the Modifications, parking lots will be in compliance with Article 6 of the Ordinance.

13. Garbage collection areas and Fire Apparatus. Garbage collection (dumpsters) areas shown are conceptual and will comply with the Ordinance's screening requirements. The final location will be determined during construction documentation. Fire apparatus locations will be as generally depicted on the Rezoning Plan and final location will be determined during construction documentation.

14. Water and Sewer. Water and Sewer will be provided to the site by Charlotte Water.

15. Tree Save. Petitioner will use best efforts to save trees in buffers. If preserving existing trees / vegetation provides the densest buffer, petitioner will not disturb the buffer unless required for grading. Where disturbed, the Petitioner will provide a combination of berms, landscaping or fencing as shown on the Rezoning Plan. A tree preservation plan shall be incorporated as part of the landscaping, grading and erosion control plans.

16. Binding Effect of the Rezoning Documents and Definitions. If this Rezoning Application is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of Petitioner and the current and subsequent owners of the Site and their respective successors in interest and assigns. Throughout these Development Standards, the term "Petitioner" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Petitioner or the owner or owners of the Site from time to time who may be involved in any future development thereof.

17. Modifications.

a. Design elements that exceed the requirements of the Ordinance have been included in this Rezoning Plan to achieve exceptional design. Town Board approval of this Rezoning Plan constitutes approval of unique design elements shown on the Rezoning Plan that are minor changes from the Ordinance, including, but not limited to:
i. Section 9.45.1: Hotel may be separated by less than 250 feet from the adjacent residential zoning district;
ii. Section 9.45.2(a): Hotel may be separated from residential property by less than 3 times the building height but not less than 100 feet;
iii. Section 9.45.3: Hotel may exceed the permitted building height of the zoning district;
iv. Section 4 Lot Type/Highway Commercial: Hotel location shall be permitted to be setback from the corner to the extent required to address NCDOT improvements, stream buffer requirements and mitigation.
b. Buffer. Grading in the buffer shall be allowed as approximately shown on the Rezoning Plan; exact limits of grading within the buffer shall be determined during the Preliminary Plan process. The Petitioner maintains the option to enhance the buffer with additional plantings and landscaping along the residential property lines and enhancements shall meet the requirements of the Ordinance.

Elevations and Perspectives. Conceptual elevations and perspectives showing the general theme of the architecture within the Project have been submitted with the Rezoning Plan. The architectural design within the Project shall be in keeping with the general theme.

- As per the neighborhood meeting on 7/25/25, the building shall be oriented along Statesville Rd. in accordance with this proposed plan, providing as much separation from Hillcrest Dr. as possible.
- Developer shall provide a 6-ft masonry wall along the rear of the property as shown.

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

PLOTTED: 9/9/2025 10:21 AM BY: PAUL WOODBINE
P:\24010-HOME2 HILTON_CAD\018-HILTON-CD.DWG

Woodbine Design, P.C.
Land planning \ civil engineering
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704.315.8367
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pwoody@woodbinedesign.com

Riley D. Burgess, Jr. PE
2025.09.09 12:21:56-04'00'

NORTH CAROLINA PROFESSIONAL SEAL 10051 ENGINEER RILEY DEE BURGESS JR.

SEAL

SEAL NO: C-4063

NORTH ARROW

0 20 40 80
Graphic Scale 1" = 40 ft.

Project: HOME 2 HILTON
Location: 13830 STATESVILLE RD, HUNTERSVILLE, NC 28078
Sheet Title: REZONING SITE PLAN

DEVELOPER/OWNER

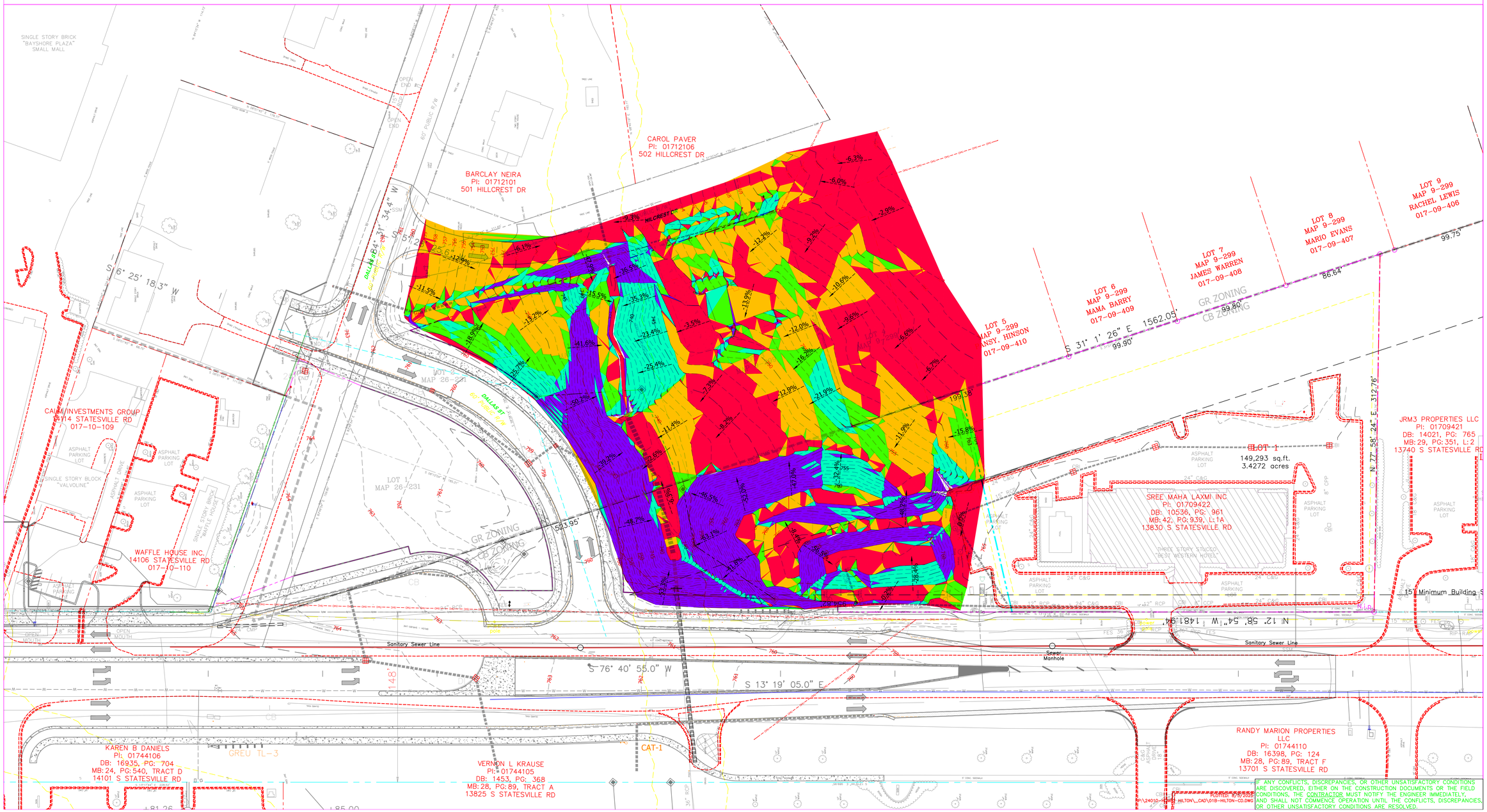
SREE MAHA LAXMI, INC
13803 STATESVILLE RD.
HUNTERSVILLE, NC 28078

Designed By	WOODBINE
Drawn By	PW
Date	7/30/24
Revisions	9/9/25: Town Comments

Sheet: C3 Of 7
Project Number: 24010

Slopes Table

Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	10.00%	51443.88	
2	10.00%	15.00%	31912.74	
3	15.00%	20.00%	12406.33	
4	17.90%	36.00%	16830.34	
5	20.00%	25.00%	0.00	
6	25.00%	80.00%	27953.75	



Woodbine Design, P.C.
Land planning | civil engineering

Riley D. Burgess, Jr. PE
2025.09.09 17:21:56-04'00'

SEAL

SEAL NO: C-4063

NORTH ARROW

Graphic Scale 1" = 40 ft.

Project: HOME 2 HILTON

Location: 13830 STATESVILLE RD., HUNTERSVILLE, NC 28078

Sheet Title: SLOPE ANALYSIS

DEVELOPER/OWNER
SREE MAHA LAXMI, INC
13803 STATESVILLE RD.
HUNTERSVILLE, NC 28078

Designed By: WOODBINE
Drawn By: PW
Date: 7/30/24
Revisions

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

Sheet: C4 Of 7
Project Number: 24010

UTILITY LEGEND

PROPOSED UTILITIES

- 2" WATER LINE
- 3" WATER LINE
- 4" WATER LINE
- 6" WATER LINE
- 8" WATER LINE
- 10" WATER LINE
- 12" WATER LINE
- 16" WATER LINE
- WATER LINE
- IRRIGATION LINE
- OVERHEAD POWER
- GAS LINE
- TELEPHONE COMMUNICATIONS
- UNDERGROUND POWER
- OVERHEAD TELEPHONE
- UNDERGROUND PHONE
- FORCE MAIN
- SANITARY SEWER
- STORM SEWER
- FLARED END SECTION (FES)
- SANITARY SEWER MANHOLE (SSMH)
- STORM SEWER MANHOLE (MH)
- GRATE INLET/YARD INLET (G/Y)
- CURB INLET (CI)
- WATER METER
- REDUCER
- BACKFLOW PREVENTOR
- FIRE HYDRANT
- GATE VALVE
- 11.25°, 22.5°, 45° OR 90° BEND
- TEE WITH THRUST BLOCK

EXISTING UTILITIES

- 5' CONTOURS
- 1' CONTOURS
- STORM SEWER
- SANITARY SEWER
- FORCE MAIN
- GAS LINE
- UNDERGROUND POWER
- OVERHEAD POWER
- UNDERGROUND PHONE
- OVERHEAD TELEPHONE
- TELEPHONE COMMUNICATIONS
- IRRIGATION LINE
- RECIRCULATION LINE
- 2" WATER LINE
- 3" WATER LINE
- 4" WATER LINE
- 6" WATER LINE
- 8" WATER LINE
- 10" WATER LINE
- 12" WATER LINE
- 16" WATER LINE

BOC BACK OF CURB
EOP EDGE OF PAVEMENT
R/W RIGHT-OF-WAY
N/F NOW OR FORMERLY

- FIRE HYDRANT (FH)
- GATE VALVE (GV)
- SANITARY SEWER MANHOLE (SSMH)
- STORM SEWER MANHOLE (MH)
- CURB INLET (CI)
- GRATE INLET/YARD INLET (G/Y)
- SIGN
- UTILITY POLE
- LIGHT POLE
- WATER METER

LEGEND

PROPOSED

- 795 — 5' CONTOURS
- 797 — 1' CONTOURS
- SANITARY SEWER
- STORM SEWER
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- GRATE INLET
- SPOT ELEVATION

EXISTING

- 795 — 5' CONTOURS
- 796 — 1' CONTOURS
- STORM SEWER
- SANITARY SEWER
- WATER LINE
- STORM SEWER MANHOLE (MH)
- CURB INLET (CI)
- GRATE INLET/YARD INLET (GI/YI)

CLEARING LIMITS — LC — LC —

TREE PROTECTION FENCE —|—|—|—|—

APPROVAL OF THIS SKETCH / CONCEPT PLAN DOES NOT IMPLY OR GUARANTEE APPROVAL AND / OR VESTING OF THE FINAL PRELIMINARY / CONSTRUCTION PLAN. FINAL PRELIMINARY / CONSTRUCTION PLAN WILL BE REVIEWED FOR COMPLIANCE PER ALL TOWN, COUNTY AND STATE REGULATIONS IN EFFECT AT TIME OF SUBMITTAL.

POST CONSTRUCTION CONTROL EASEMENTS SHALL BE PROVIDED IN ACCORDANCE WITH THE PCO REQUIREMENTS.

IMPERVIOUS AREA DATA

WATERSHED: MOUNTAIN ISLAND LAKE PA-2
MAX. ALLOWABLE IMPERVIOUS: 70%

(EXISTING HOTEL)
EX. IMPERVIOUS: PAVEMENT/CONCRETE= 34,358-SF BLDG.=12,182-SF TOTAL=46,540-SF

(NEW HOTEL)
PROP. IMPERVIOUS: PAVEMENT/CONCRETE= 59,213-SF BLDG.=14,050-SF TOTAL=73,263-SF
% IMPERVIOUS: SITE=2.68-ACRE=116,740.8-SF 73,263/116740.8x100 = 63%

NOTES:
1) THIS SITE SHALL UTILIZE THE HIGH DENSITY OPTION, BMP'S SHALL BE PROVIDED IN COMPLIANCE WITH THE PCO AND HUNTERSVILLE LOW IMPACT DEVELOPMENT REQUIREMENTS BY USING SAND FILTERS, UNDERGROUND DETENTION AND OTHER APPROVED S.C.M.'S.
2) THIS PROJECT DOES NOT LIE WITHIN A REGULATED FLOODWAY
3) SWIM & PCO BUFFER IMPACTS MUST BE PERMITTED VIA ARMY CORPS OF ENGINEERS & MECKLENBURG COUNTY STORM WATER
4) IMPERVIOUS IS SHOWN ILLUSTRATIVELY, FINAL NUMBER MAY VARY DURING THE DESIGN & PERMITTING PHASE FOR EACH SITE.

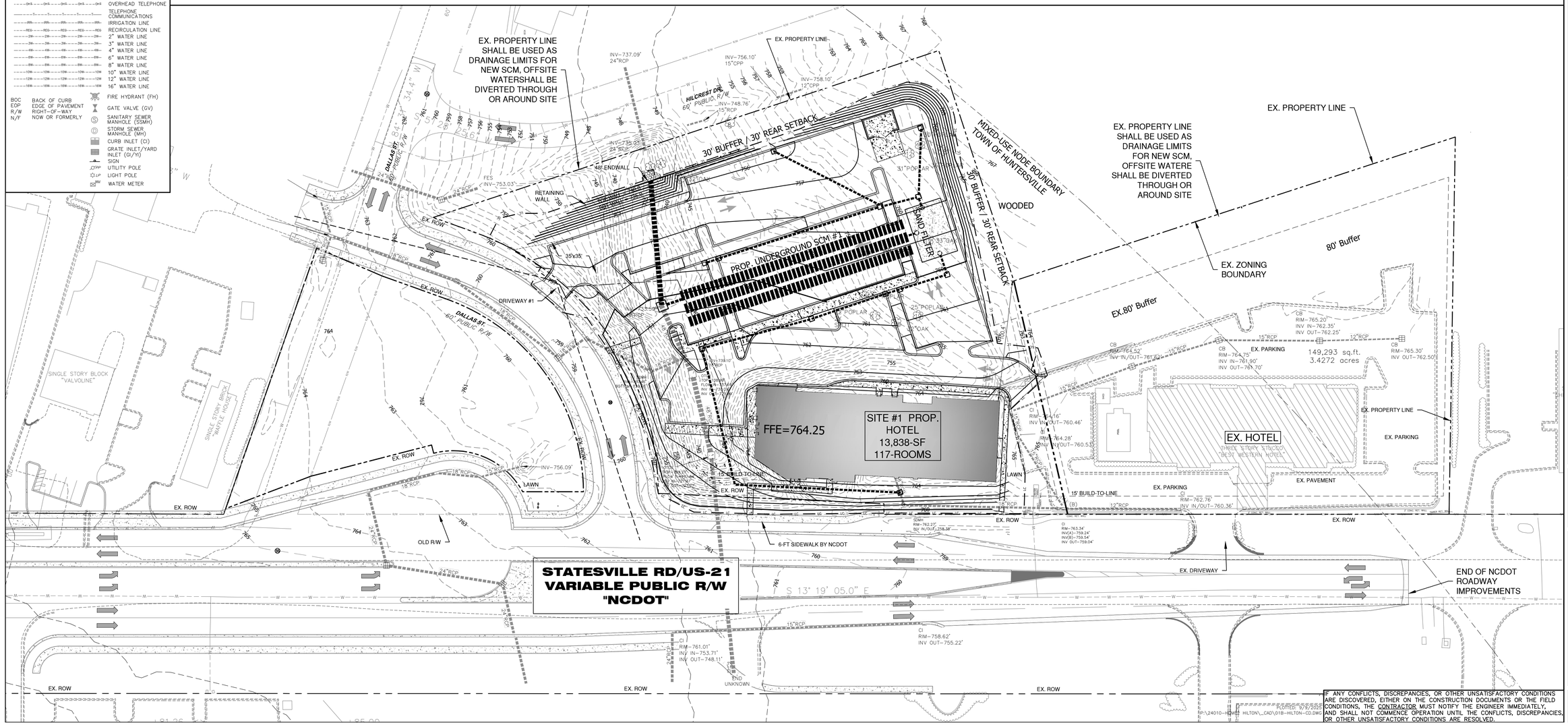
SITE #1

1 INCH WATER QUALITY VOLUME				10-YR DETENTION VOLUME					
#	REQUIRED VOLUME	PROVIDED VOLUME	METHOD	#	REQUIRED VOLUME	POND VOLUME	PIPE VOLUME	TOTAL VOLUME PROVIDED	METHOD
SCM#1	6245-CF	7000-CF	UNDERGROUND SAND FILTER	SCM#1	18,178-CF	0	20,000-CF	20,000-CF	UNDERGROUND STORAGE

TOTAL STORAGE REQUIRED = 27,000-CF
TOTAL VOLUME PROVIDED = 8' PIPES X 225-LF X 3 = 33,928-CF

NOTE: THE EXISTING DETENTION BASIN FOR THE BEST WESTERN SHALL BE REMOVED AND ALL STORM WATER FROM THE EXISTING FACILITY AND PROPOSED NEW HOTEL SHALL BE TREATED WITHIN A NEW UNDERGROUND SYSTEM. WATER QUALITY TREATMENT AND DETENTION SHALL BE PROVIDED FOR THE PROPOSED NEW HOTEL, THE EXISTING BEST WESTERN WILL ONLY BE REQUIRED TO MEET THE DETENTION REQUIREMENTS FOR THE EXISTING IMPERVIOUS AREA.

DENUDED AREA= 2.37-ACRES



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Riley D. Burgess, Jr. PE
2025.09.09 17:21:56-04'00'

NORTH CAROLINA PROFESSIONAL SEAL 10051 ENGINEER RILEY DEE BURGESS JR.

SEAL

SEAL NO: C-4063

NORTH ARROW

0 20 40 80

Graphic Scale 1" = 40 ft.

Project: HOME 2 HILTON
Location: 13830 STATESVILLE RD. HUNTERSVILLE, NC 28078
Sheet Title: GRADING PLAN CONCEPTUAL

DEVELOPER/OWNER

SREE MAHA LAXMI, INC
13803 STATESVILLE RD.
HUNTERSVILLE, NC 28078

Designed By	WOODBINE
Drawn By	PW
Date	7/30/24
Revisions	9/9/25: Town Comments

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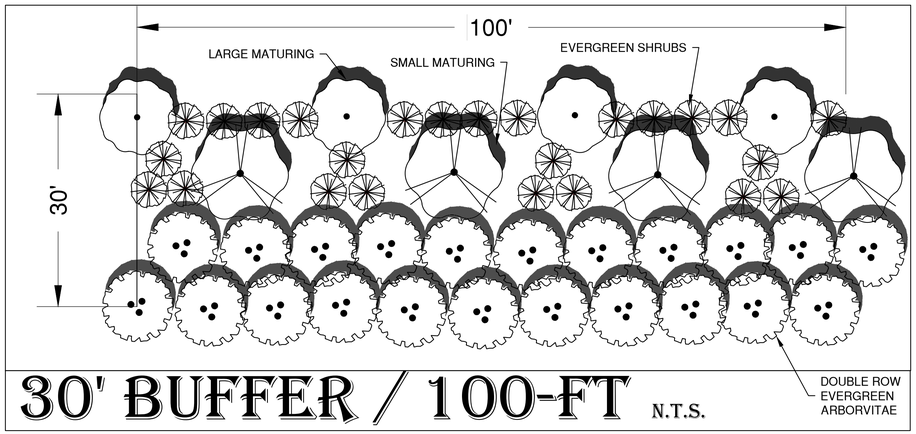
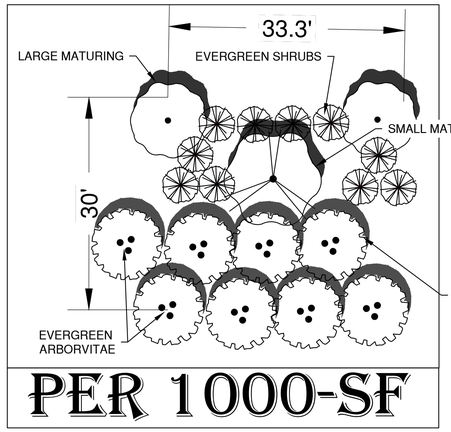


30' BUFFER / 100-FT N.T.S.



PER 1000-SF

REQUIRED PLANTINGS:
30' BUFFER = 4-TREES PER 1000-SF OF BUFFER, 50% LARGE MATURING, 25% SMALL MATURING, 50% EVERGREEN
7-SHRUBS PER 1000-SF 100% EVERGREEN

PROVIDED PLANTINGS:
30' BUFFER = 7-TREES PER 1000-SF OF BUFFER, 50% LARGE MATURING, 25% SMALL MATURING, 75% EVERGREEN
10-SHRUBS PER 1000-SF 100% EVERGREEN

SPECIMEN TREE TABLE

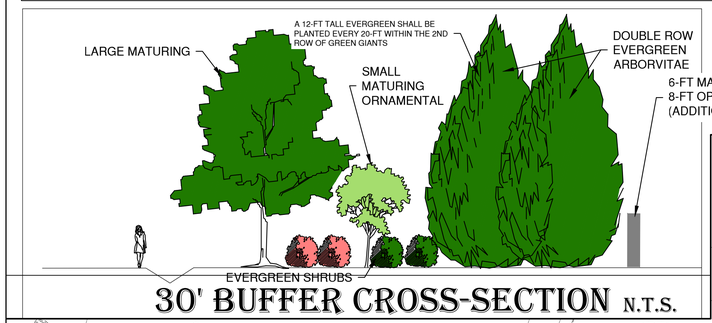
#	Size (in.)	Type	Notes	Health
~~1~~	~~24"~~	~~Ash~~	~~Remove~~	~~Poor~~
2	32"	Oak	Remove	Fair
~~3~~	~~24"~~	~~Elm~~	~~Remove~~	~~Poor~~
~~4~~	~~24"~~	~~Ash~~	~~Remove~~	~~Poor~~
5	26"	Poplar	Save	Fair
6	28"	Oak	Save	Fair
7	32"	Oak	Save	Fair
~~8~~	~~25"~~	~~Oak~~	~~Save~~	~~Poor~~
9	32"	Oak	Save	Fair
10	25"	Oak	Save	Fair
11	32"	Poplar	Save	Good
~~12~~	~~31"~~	~~Poplar~~	~~Remove~~	~~Poor~~
13	30"	Poplar	Remove	Fair
~~14~~	~~36"~~	~~Poplar~~	~~Remove~~	~~Poor~~
~~15~~	~~33"~~	~~Oak~~	~~Remove~~	~~Poor~~
~~16~~	~~24"~~	~~Poplar~~	~~Remove~~	~~Poor~~
~~17~~	~~22"~~	~~Poplar~~	~~Remove~~	~~Poor~~
18	32"	Oak	Remove	Fair
~~19~~	~~25"~~	~~Poplar~~	~~Remove~~	~~Poor~~

Specimen Trees is fair Health = 9
Specimen Trees Saved = 6
Specimen %-Saved = 67%

TREES IN POOR HEALTH REMOVED FROM CALCULATIONS

SPECIMEN TREE LEGEND

9 32"OAK



30' BUFFER CROSS-SECTION N.T.S.

6-FT MASONRY WALL (EASTERN PROPERTY LINE FOR NEW HOTEL)
8-FT OPAQUE FENCE (SOUTHERN PROPERTY LINE FOR NEW HOTEL)
(ADDITIONAL 8-FT OPAQUE FENCE ALONG EASTERN PROPERTY LINE OF EXISTING HOTEL)

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pwood@woodbinedesign.com

Riley D. Burgess, Jr. PE
2025.09.09 12:21:56-04'00'
NORTH CAROLINA PROFESSIONAL SEAL 10051 ENGINEER RILEY DEE BURGESS JR.
SEAL

NORTH CAROLINA PROFESSIONAL SEAL NO: C-4063 LANDSCAPE ARCHITECT
SEAL

NORTH ARROW
0 20 40 80
Graphic Scale 1" = 40 ft.

Project: HOME 2 HILTON
Location: 13830 STATESVILLE RD, HUNTERSVILLE, NC 28078
Sheet Title: LANDSCAPE PLAN

DEVELOPER/OWNER
SREE MAHA LAXMI, INC
13803 STATESVILLE RD.
HUNTERSVILLE, NC 28078

Designed By	WOODBINE
Drawn By	PW
Date	7/30/24
Revisions	9/9/25: Town Comments

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PLOTTED: 9/9/2025
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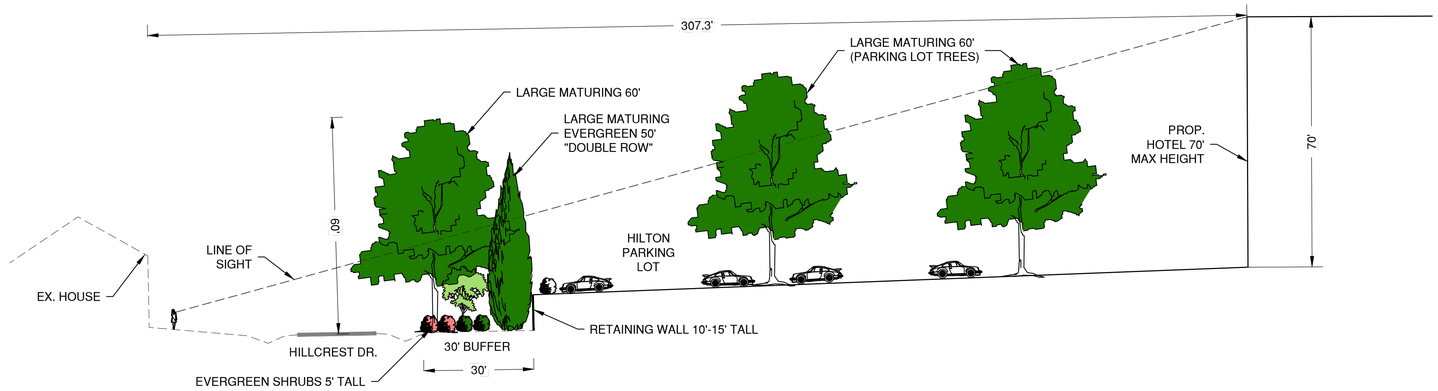

BUFFER CROSS-SECTIONAL VIEW ALONG HILLCREST DR.



BUFFER STREET VIEW ALONG HILLCREST DR.

Woodbine Design, P.C.
Land planning & civil engineering
Manolis G. Vamvas & Associates
www.woodbinedesign.com 980.722.2669
pwoody@woodbinedesign.com 704.315.8367
20816 N. Main Street, Suite 204
Cornelius, NC 28031

Riley D. Burgess, Jr. PE
2025.09.09 12:21:56-04'00'

NORTH CAROLINA PROFESSIONAL SEAL 10051 ENGINEER RILEY DEE BURGESS JR.

SEAL

NORTH CAROLINA PROFESSIONAL SEAL NO. C-4063 LANDSCAPE ARCHITECT

NORTH ARROW

0 10 20 40

Graphic Scale 1" = 20 ft.

Project: HOME 2 HILTON

Location: 13830 STATESVILLE RD.
HUNTERSVILLE, NC 28078

Sheet Title: BUFFER PROFILE

DEVELOPER/OWNER

SREE MAHA LAXMI, INC
13803 STATESVILLE RD.
HUNTERSVILLE, NC 28078

Designed By: WOODBINE
Drawn By: PW
Date: 7/30/24
Revisions
9/9/25: Town Comments

Sheet: C7 Of 7
Project Number: 24010

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

PLOTTED: 9/9/2025
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Home2 Hilton Rezoning (R25-07)

Community Meeting Report

Date: June 26, 2025

Time: 6:00pm – 7:00pm

Location: Huntersville United Methodist Church – Fellowship Hall, 14005 Stumptown Road, Huntersville 28078

Roster of Persons in Attendance: **See attached sign-in sheets**

Agenda:

1. Applicant presentation & rezoning description
2. Neighborhood attendees' question & answer session

Applicant and the attendees discussed the following comments and questions:

General Discussion

- The Applicant shared the PowerPoint presentation attached to this Community Meeting Report.
- General discussion around NCDOT plans for HWY 21 (synchronized street design) and improvements to the Gilead/I-77 interchange.
- Overview of Huntersville 2040 Land Use Plan policies and how this project aligns with the goals of the plan.

Questions

***Answers in bold**

- Will the hotel have access from US-21? **Yes, the hotel will have a right in right out entrance and exit onto US-21. NCDOT improvements to US-21 will block left hand turns out of the property. Furthermore, guests will be able to access the hotel from the Best Western property as the parking lots will be connected.**
- Where is the project as it pertains to the rezoning schedule? **This is the first public meeting in the rezoning process. We have had preliminary meetings with Planning Staff and submitted a formal application. The next step in the process is a Public Hearing, then Planning Board, then a Town Board final vote. The schedule was included in the PowerPoint and shared with attendees (Public Hearing date subsequently delayed 1 month to allow for additional plan changes based on neighborhood feedback).**
- What is the current zoning of the property? **The property is currently zoned Corporate Business, and the Applicant is asking to rezone to Highway Commercial.**
- What impact will the project have on the creek and drainage in the area? **As part of the NCDOT improvements to US-21, part of the creek was piped underneath the property. Applicant is working with the County to make sure that no additional buffer is required along the piped section. The drainage on the property will be maintained to meet the Ordinance requirements.**

- Will there be any wildlife protection? **The site plan will leave portions of the buffers undisturbed to protect as much of the wildlife as possible. NCDOT work along US-21 has already disturbed some of the area. An arborist study will be conducted as well to ensure that as many trees as possible are saved.**
- Will neighborhood traffic increase with people from the hotel? **There is an additional exit onto the new Dallas Street extension, but the Applicant will install a "No Left Turn" sign to limit traffic into the neighborhood.**
- What is the average demographic of guests at the Home2 Hilton? **The average guests will be professionals working in the area and people attending local events, with an average price of around $200/night.**
- What is the plan for the current Best Western? **The plan is to upgrade the Best Western to a Hilton hotel once the Home2 Hilton is approved. The planned upgrade will keep the Best Western at the same size but will upgrade the finishes and amenities while accommodating a higher paying guest demographic.**
- Is there a plan for the property created by the new Dallas extension that connects to Holbrook? **There are no plans for the property.**
- What is the construction timeline? **Construction would not start for at least a year after zoning approval. Zoning approval would occur in October so October 2026 is a good estimate for when construction would begin.**
- Will construction traffic enter from the neighborhood or US-21? **Construction traffic will enter the property from US-21 and will not be allowed to use the neighborhood streets.**
- Will construction traffic impact the Best Western business? **There will most likely be a temporary driveway permit issued by NCDOT for an entrance from US-21 onto the property. There will be minimal impact on the business.**
- There is already a lot of construction noise from the US-21 improvements, I-77 work, and Gilead interchange improvements, how will this project limit noise pollution? **The buffers will be enhanced to limit noise pollution along with the undisturbed trees. The building itself will likely reduce the noise from the adjacent thoroughfares to the neighborhood at the rear.**
- How will parking lot lighting impact the neighborhood? **The installed lights will be "full cutoff" lights that point straight down and minimize light pollution to the surrounding area. The lighting will meet or exceed any Ordinance requirements.**
- What about car break-ins or crime? **The site will include security measures and surveillance to deter any potential crime and ensure the safety of guests and neighbors in the surrounding area.**
- What types of projects are currently allowed in the Corporate Business district? **Corporate Business allows for offices, warehouses, inns, manufacturing, and government buildings along with others. Overall the Corporate Business district is targeted at buildings and businesses that cannot be fully integrated into the fabric of the community and are primarily workplace.**
- Could there be a wall installed between the neighborhood and the Home2 Hilton? **Yes, the plan includes a retaining wall that will be enhanced with landscaping to block out the view and noise of the hotel to the neighbors living behind the property.**

- There are children in the neighborhood, how will this project impact their safety? **As discussed earlier the project will limit traffic into the neighborhood to make sure pedestrians can enjoy a safe environment. There will also be a wall and a fence that separates the hotel from the adjacent neighborhood.**
- Will this impact property values? **There is no evidence that this will impact property values.**
- Can there be an agreed upon buffer and noise buffer? **Yes, the Applicant will include new landscaping and buffer to enhance the divide between hotel and neighborhood.**
- Is this a monthly or weekly rent long-term stay hotel? **No, the rate is a nightly rate that ranges between $190-$250 a night.**
- What is the construction cost of the Home2 Hilton? **Around $35 million, or $300k per room.**
- What is the upgrade cost for the Best Western? **The upgrade is less because it isn't a ground up construction, it is just an upgrade. The cost will be about $50k per room.**

COMMUNITY MEETING
SIGN IN SHEET
June 26, 2025, 6:00pm to 7:00pm
R25-07 Home2 Hilton
Location: Huntersville United Methodist Church
14005 Stumptown Road, Huntersville, NC 28078

ATTENDEE NAME	
Deborah Lawing	d_lawing@bellsouth.net
Carol Paver	carolpaver@gmail.com
Michael Wade	mwade@billwadesales.com
Tejas Patel	
John Galbraith	

June 12, 2025

SUBJECT: Notice of community meeting for information related to a Conditional Rezoning of the property located at 13830 Statesville Road, Huntersville, NC, shown on the map below and having Parcel ID Numbers of 01709418, 01709412, 01709411, 01709423 and 01709422. The Owner/Applicant for the subject property is Sree Maha Laxmi, Inc., a North Carolina corporation.

To Whom It May Concern:

Recipients of this letter meet the notification requirements of the Town of Huntersville as being adjacent landowners with at least a portion of their properties located within 250 ft. of the subject property, and neighborhood organizations registered with the Town of Huntersville within 2,000 ft. of any portion of the rezoning site. The purpose of the community meeting is to provide an opportunity for the Owner/Applicant to describe the proposed project and to answer any questions you may have. The Owner/Applicant is requesting approval from the Town for a Conditional Rezoning from the current zoning of GR & CB to the proposed zoning of HC(CD) to allow for a new hotel and associated parking.

MEETING DETAILS:
6:00 P.M. to 7:00 P.M.
Thursday, June 26, 2025
Huntersville United Methodist Church
Fellowship Hall
14005 Stumptown Road
Huntersville, NC 28078

You are welcome to attend the above-mentioned community meeting. There will be an additional opportunity to ask questions about the proposed development.

Sincerely,

Sree Maha Laxmi, Inc.

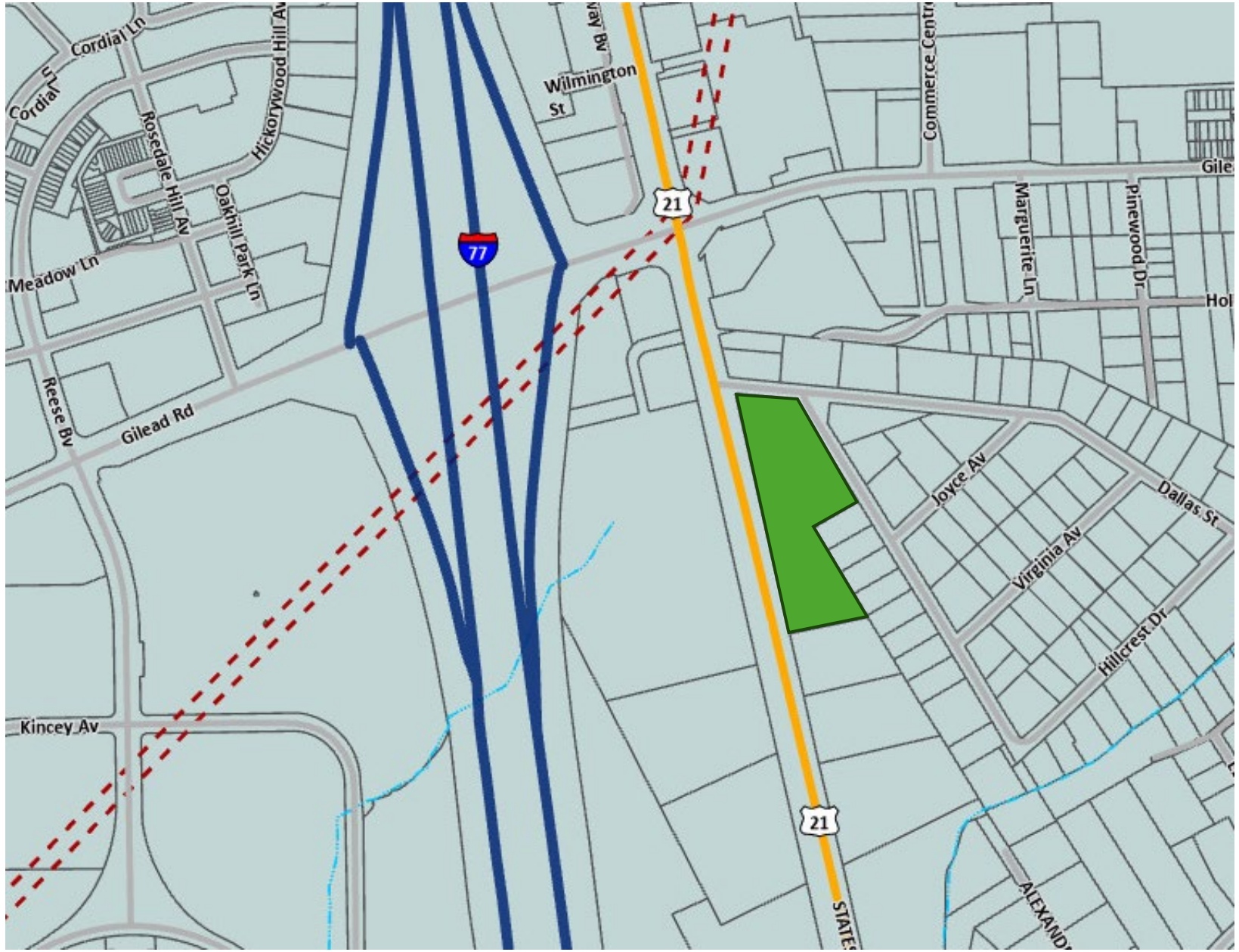




Community Meeting
R25-07

Home2 Hilton 13830 Statesville Road, Huntersville, NC

Site Location



Vicinity Map

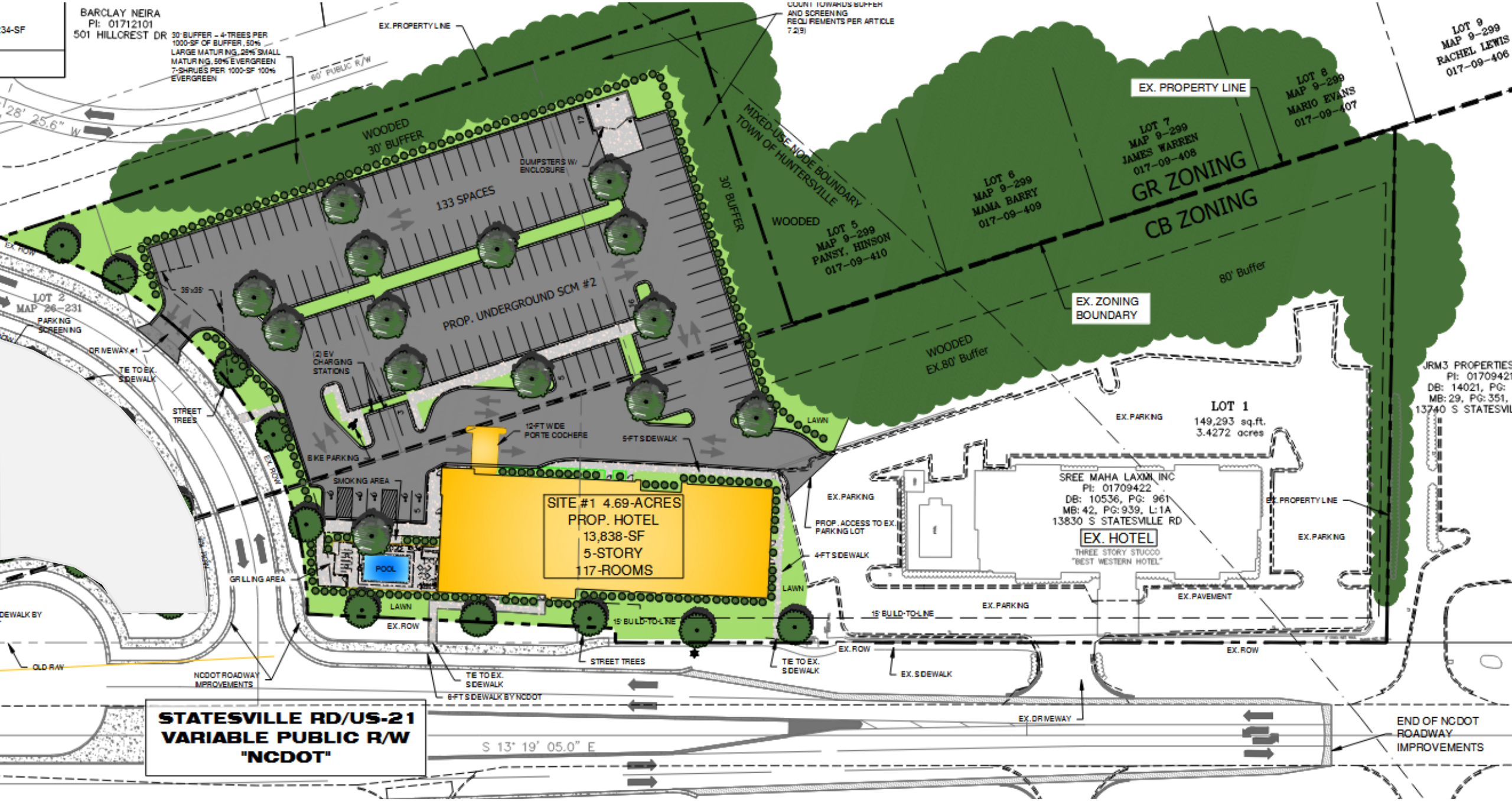


Street View



Applicant Introduction and Business

- **Applicant History**
  - 30-year resident and business owner in Huntersville
  - Raised family in Huntersville
  - Original Best Western hotel opened in late 1990s and updated over the years
  - Purchased land in 2004 and 2006 with the intent of expanding and upgrading to the Hilton brand
- **Overall Goals**
  - Build a new Home2 by Hilton hotel on the land acquired in 2004 and 2006
  - New hotel will allow original Best Western to upgrade to the Hilton brand
  - Provide high-quality accommodations to residents and businesses in Huntersville


BARCLAY NEIRA
PI: 01712101
501 HILLCREST DR
30' BUFFER - 4-TREES PER 1000-SF OF BUFFER, 50% LARGE MATURING, 25% SMALL MATURING, 50% EVERGREEN 7-SHRUBS PER 1000-SF 100% EVERGREEN
EX. PROPERTY LINE
COUNT TOWARDS BUFFER AND SCREENING REQUIREMENTS PER ARTICLE 7.2(9)
60' PUBLIC R/W
WOODED 30' BUFFER
DUMPSTERS W/ ENCLOSURE
133 SPACES
MIXED-USE NODE BOUNDARY TOWN OF HUNTERSVILLE
30' BUFFER
WOODED
LOT 5 MAP 9-299 PANSY, HINSON 017-09-410
LOT 6 MAP 9-299 MAMA BARRY 017-09-409
LOT 7 MAP 9-299 JAMES WARREN 017-09-408
LOT 8 MAP 9-299 MARIO EVANS 017-09-407
LOT 9 MAP 9-299 RACHEL LEWIS 017-09-406
EX. PROPERTY LINE
GR ZONING
CB ZONING
80' Buffer
EX. ZONING BOUNDARY
WOODED EX.80' Buffer
LOT 2 MAP 26-231
PARKING SCREENING
DRIVEWAY #1
TIE TO EX. SIDEWALK
STREET TREES
PROP. UNDERGROUND SCM #2
35'x35'
(2) EV CHARGING STATIONS
12-FT WIDE PORTE COCHERE
5-FT SIDEWALK
LAWN
BIKE PARKING
SMOKING AREA
SITE #1 4.69-ACRES
PROP. HOTEL
13,838-SF
5-STORY
117-ROOMS
POOL
GRILLING AREA
LAWN
EX. ROW
15' BUILD-TO-LINE
STREET TREES
TIE TO EX. SIDEWALK
6-FT SIDEWALK BY NCDOT
NCDOT ROADWAY IMPROVEMENTS
OLD R/W
LOT 1
149,293 sq.ft.
3.4272 acres
EX. PARKING
SREE MAHA LAXMI INC
PI: 01709422
DB: 10536, PG: 961
MB: 42, PG: 939, L:1A
13830 S STATESVILLE RD
EX. HOTEL
THREE STORY STUCCO
"BEST WESTERN HOTEL"
EX. PARKING
PROP. ACCESS TO EX. PARKING LOT
4-FT SIDEWALK
EX. PARKING
EX. PAVEMENT
15' BUILD-TO-LINE
EX. ROW
EX. SIDEWALK
EX. DRIVEWAY
EX. PROPERTY LINE
EX. PARKING
EX. ROW
JRM3 PROPERTIES
PI: 01709421
DB: 14021, PG:
MB: 29, PG: 351,
13740 S STATESVIL
STATESVILLE RD/US-21
VARIABLE PUBLIC R/W
"NCDOT"
S 13° 19' 05.0" E
END OF NCDOT ROADWAY IMPROVEMENTS

Home 2 Suites by Hilton

- Sustainable design and construction materials
- High quality amenities
- 117 Room hotel
- 5 stories at street level Extended and short-term stays
- Minimal traffic impact – No TIA required
- Significant enhanced buffer between hotel and neighborhood





Extended Stay Suite Layouts

Suites to suit you

Whether you're with us for two days or two weeks, our suites ensure comfort and value however long you stay.



Studio suite



One-bedroom suite

Sustainable Upper Midscale Accommodations

- Green initiatives & Energy Efficiency
  - LED lighting
  - Energy Star appliances
  - Energy efficient roofing materials
  - Lightstay system tracks and optimizes energy usage
  - Sustainable construction materials
  - Recycling partnerships with Clean the World
  - Electric vehicle charging stations



At Home2 Suites we always offer the same great amenities with every stay.



Saline pools

Chlorine and chemical free means good for you and for the environment.



Spin2 Cycle

Log some miles on the treadmill while you wait for your laundry at our combined fitness and laundry center.



Our great outdoors

With grills, patio areas, and firepits, warm up or chill out in our relaxing outdoor spaces.



Home2 MKT

Forgot your toothbrush or just need a snack? Home2 MKT has you covered.

Rezoning Process Schedule

- Community Meeting – **June 26**
- Public Hearing – **August 5**
- Planning Board Meeting – **August 26**
- Town Board Final Vote – **September 16**



Thank You!

Questions?

Appendix

Economic Development

- Increased property taxes
- Supports local residents and businesses
- Extended stay opportunities:
  - Government workers
  - Business travelers
  - Tourists
  - Families
- Promotes local businesses and Town of Huntersville events
- Located within walking distance of Downtown Huntersville
- No impact on schools



Elevation courtesy of Jensen Design Architects.


HOME 2
HOME 2


HOME2 SUITES


HOME2

Town Engineering Rezoning Comment Summary
R25-07 Home 2 Hilton (CSP-500077)

13830 Statesville Rd. (PID 01709422, 01709423, 01709419, 01709418, 01709412, 01709411)
Huntersville, NC 28078

General Project Information

This proposed rezoning is located at the Southeast corner of the intersection of Statesville Road and Dallas Street and consists of a hotel and associated parking.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

1) A TIA was not required as part of this proposed rezoning due to not meeting trip generation thresholds.

Transportation and Stormwater:

1) Documentation to be provided from the U.S. Army Core of Engineers (USACE) and North Carolina Department of Environmental Quality (NCDEQ) approving the disturbance of the intermittent stream located on site prior to Preliminary plan approval. Major changes to the site plan would be required if a stream disturbance is denied.
2) Mitigation option(s) for buffer disturbance shall be listed as a condition of the rezoning.
3) Other miscellaneous comments to be addressed.

Traffic Impact Analysis (TIA)
Application for Determination of TIA Need

Article 14.2 of the Zoning Ordinance requires that a Traffic Impact Analysis (TIA) be performed for any residential subdivision, multifamily site plan, or non-residential development, or portion thereof, which is expected to create one hundred (150) or more peak hour vehicle trips or 1,500 or more daily trips.

In order to determine whether a TIA will be required for your proposed development, please fill out the form below and submit to the Planning Department. A "Determination of TIA Need" will be made within 10 working days.

Applicant: Sree Maha Laxmi, Inc.

Project Name: Home2Hilton

Project Address: 13830 Statesville Rd, Huntersville NC 28078

Project Description (including square footage for each proposed land use):
New Developement for a 13,838-sf Hotel with 117-Rooms

Applicant

Printed Name Sree Maha Laxmi, Inc. Phone 704-728-5355

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

Signature PM Patel

Title Owner Email pmphotels@gmail.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted _____

Daily Trips Anticipated _____

Peak Hour Trips Anticipated AM_____ **PM**_____

TIA Required (Yes/No) _____

Date of Determination: _____

Comments:

Tree Inventory Assessment Report

19 Trees of Various Species at 507 Hillcrest Drive

Prepared For:

PM Patel
507 Hillcrest Drive
Huntersville, NC 28078

Prepared By:

Casey Diffley
ISA Certified Arborist #SO-10676A
ISA Qualified Tree Risk Assessor
Plant Health Care Assistant Manager
Heartwood Tree Care

July 30th, 2025

Contents

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Background and History 3
Scope of Work 3
Limits of Assignment 3
Purpose of the Report 3
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Tree Identification and Description 4
Bibliography **6**
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Appendix B - Assumptions and Limiting Conditions **13**
Appendix C – Certification of Performance **13**

Executive Summary

Out of need to verify and assess trees identified on a survey plan, PM Patel contacted Heartwood Tree Care in order to perform a site visit and write a report outlining the information collected on that site visit. The assessment included identifying the trees, their size, condition, and species. Locations of the trees identified on the site visit corresponded to the locations described on the attached survey plan. Tree numbers for the purpose of identification and description will correspond to the survey plan as described and mapped in order to provide clarity. The survey mentioned can be found in the Site Photos section.

Introduction

Background and History

PM Patel contacted Kevin Hartke with Heartwood Tree Care for the purpose of identifying, verifying and assessing trees located on the site at 507 Hillcrest Drive. Kevin created a proposal for the report, which was accepted on July 25th, 2025. I then performed a site visit on July 30th, 2025, to assess the site and gather the information necessary to complete the report.

Scope of Work

During my visit we agreed to provide the following services:

- Determine species, size, and condition of 19 trees of various species identified on the survey map and located on the 507 Hillcrest Drive Site.
- Provide a written report summarizing the information collected during the site visit.

Limits of Assignment

This investigation was limited to ground level observations of the subject trees and the surrounding site at the time of inspection. This assessment is based solely upon an arborist site inspection, client reporting, and images obtained by me on site. Any information regarding the history of the site and the subject trees was assumed to be true. If any information is found to be false, the conclusions in this report may be invalidated.

Purpose of the Report

The purpose of this report is to identify, verify, and assess the various trees located on the Hillside Drive site location, and to provide that information in summary form to fulfill the needs of the client.

This report was conducted on behalf of PM Patel. Upon submission of this report, it will become the property of PM Patel to be used at their discretion. This report is not an appraisal, nor a tree risk assessment, nor does it provide any estimates for the cost of remedies. My expertise in this matter is limited to arboriculture, and this report is not intended to be legal advice. There is no warranty or guarantee, expressed or implied, that problems or deficiencies in the subject tree may not arise in the future.

Effective Date
The onsite inspection for the report was conducted on July 30th, 2025. The effective date of this report is July 30th., 2025.

Observations

Site Location and Condition
The site is located at 507 Hillcrest Drive. The site currently is a mixture, with part being a residential home lot with a variety of mature trees, landscaping, and turf located in the center north of the parcel. The remaining area of the site is an adolescent aged, unmanaged forested area that runs adjacent to Hillcrest Drive, North and South of the home, and along the drainage easement. The topography of the site is fairly flat, with the North side of the site depressed into a slope down into the drainage easement and creek located nearby. This site is in an established area of Huntersville, that is being developed, causing a mix of older adolescents to mature trees, as well as a significant amount of ornamental landscape plants where the larger canopy in the area has been removed. The soil condition is typical of an urban environment for our region, and can be described as having a heavy clay composition with compaction typical for a residential lot in the area.

Tree Identification and Description

1. 24” Diameter at Breast Height White Ash - Fraxinus pennsylvanica
    a. Condition - Poor - EAB and dieback
2. 32” Diameter at Breast Height White Oak - Quercus alba
    a. Condition - Fair
3. 24” Diameter at Breast Height American Elm - Ulmus americana
    a. Condition - Poor - Dieback and poor structure
4. 25” Diameter at Breast Height White Ash - Fraxinus pennsylvanica
    a. Condition - Poor - EAB and dieback
5. 26” Diameter at Breast Height Tulip Poplar - Liriodendron tulipifera
    a. Condition - Fair
6. 28” Diameter at Breast Height White Oak - Quercus alba
    a. Condition - Fair
7. 32” Diameter at Breast Height White Oak - Quercus alba
    a. Condition - Fair
8. 26” Diameter at Breast Height White Oak - Quercus alba
    a. Condition - Poor - Decay at base and declining canopy
9. 32” Diameter at Breast Height White Oak - Quercus alba
    a. Condition - Fair
10. 25” Diameter at Breast Height White Oak - Quercus alba
    a. Condition - Fair
11. 34” Diameter at Breast Height Large Codominant Tulip Poplar (measurement taken as an average of the stems) - Liriodendron tulipifera
    a. Condition - Good

12. 31” Diameter at Breast Height Tulip Poplar - Liriodendron tulipifera
    a. Condition - Poor - Poor Structure, decay, declining canopy
13. 30” Diameter at Breast Height Tulip Poplar - Liriodendron tulipfera
    a. Condition - Fair
14. 36” Diameter at Breast Height Tulip Poplar - Liriodendron tulipifera
    a. Condition - Poor - Poor structure, decay, declining canopy
15. 33” Diameter at Breast Height Southern Red Oak - Quercus rubra
    a. Condition - Poor - Canopy declining/dieback
16. 24” Diameter at Breast Height Tulip Poplar - Liriodendron tulipifera
    a. Condition - Poor - Poor structure, decay, declining canopy
17. 27” Diameter at Breast Height Codominant Tulip Poplar (measurement taken as average of stems) - Liriodendron tulipifera
    a. Condition - Poor - Poor structure, decay, declining canopy
18. 32” Diameter at Breast Height White Oak - Quercus alba
    a. Condition - Fair
19. 25” Diameter at Breast Height Tulip Poplar - Liriodendron tulipifera
    a. Condition - Poor - Poor structure, decay, declining canopy

Bibliography

- Alberty, C.A., H.M. Pellett, and D.H. Taylor. 1984. Characterization of Soil Compaction at Construction Sites and Woody Plant Response. J. Environ. Hortic. 2(2):48-53.
- American National Standards Institute, ANSI A300, Part 1, Pruning. American National Standards for Arboricultural Operations. 2017.
- American National Standards Institute, ANSI A300, Part 2, Soil Management, Fertilization. American National Standards for Arboricultural Operations. 2018.
- Bai, S., W.R. Chaney and Y. Qi. 2004. Response of cambial and shoot growth in trees treated with paclobutrazol. Journal of Arboriculture 30:137-145.
- Chaplin, Jonathan, Min, and Reid Pulley. 2008. Compaction Remediation for Construction Sites. Final Report. Department of Bioproducts and Biosystems Engineering, University of Minnesota, St. Paul, Minnesota.
- Coder, Kim D., Trees & storm wind loads. Warnell School of Forestry & Natural Resources, University of Georgia, Thompson Mills Forest & State Arboretum Outreach Product. 2018.
- Costello, Perry, Matheny, Henry, Geisel (2003); Abiotic Disorders of Landscape Plants
- NCUFC.org Tree Protection During Construction https://www.ncufc.org
- Council of Tree and Landscape Appraisers. “Guide for Plant Appraisal,” 10th Edition, Second Printing. 2019.
- Dirr, Michael A. “Manual of Woody Landscape Plants: Their Identification, Ornamental Characteristics, Culture, Propagation, and Uses.” 1998.
- Fite, Kelby E., Smiley, Thomas, McIntyre, John, and Wells, Christina E., Evaluation of a Soil Decompaction and Amendment Process for Urban Trees. Journal of Arboriculture and Forestry. 2011.
- Fraedrich, Bruce R., Ph.D., Preventing Construction Damage to Trees, Technical Report, Bartlett Tree Research Laboratories. 1999.
- Lilly, Sharon; Matheny, Nelda P.; and Smiley, Edgar T.; Glossary of Arboricultural Terms. International Society of Arboriculture. 2005.
- Matheny, Nelda, and Clark, James R., A Photographic Guide to the Evaluation of Urban Trees in Urban Areas (2nd ed). International Society of Arboriculture. 1993.
- Sydnor, David T., The Response of Ohio’s Native and Naturalized Trees to Construction Activity; Urban Forestry, The School of Natural Resources, Ohio State University, Columbus, Ohio. 2003.
- Charlotte Tree Manual https://docs.google.com/document/d/1wqlsKhe5CUOk65YrYtljfGA7o4sX1MuvjNo2uTMk6gs/edit?tab=t.0

Appendix A – Site Photos



TREES 1-4



TREES 5-8



TREES 9-12



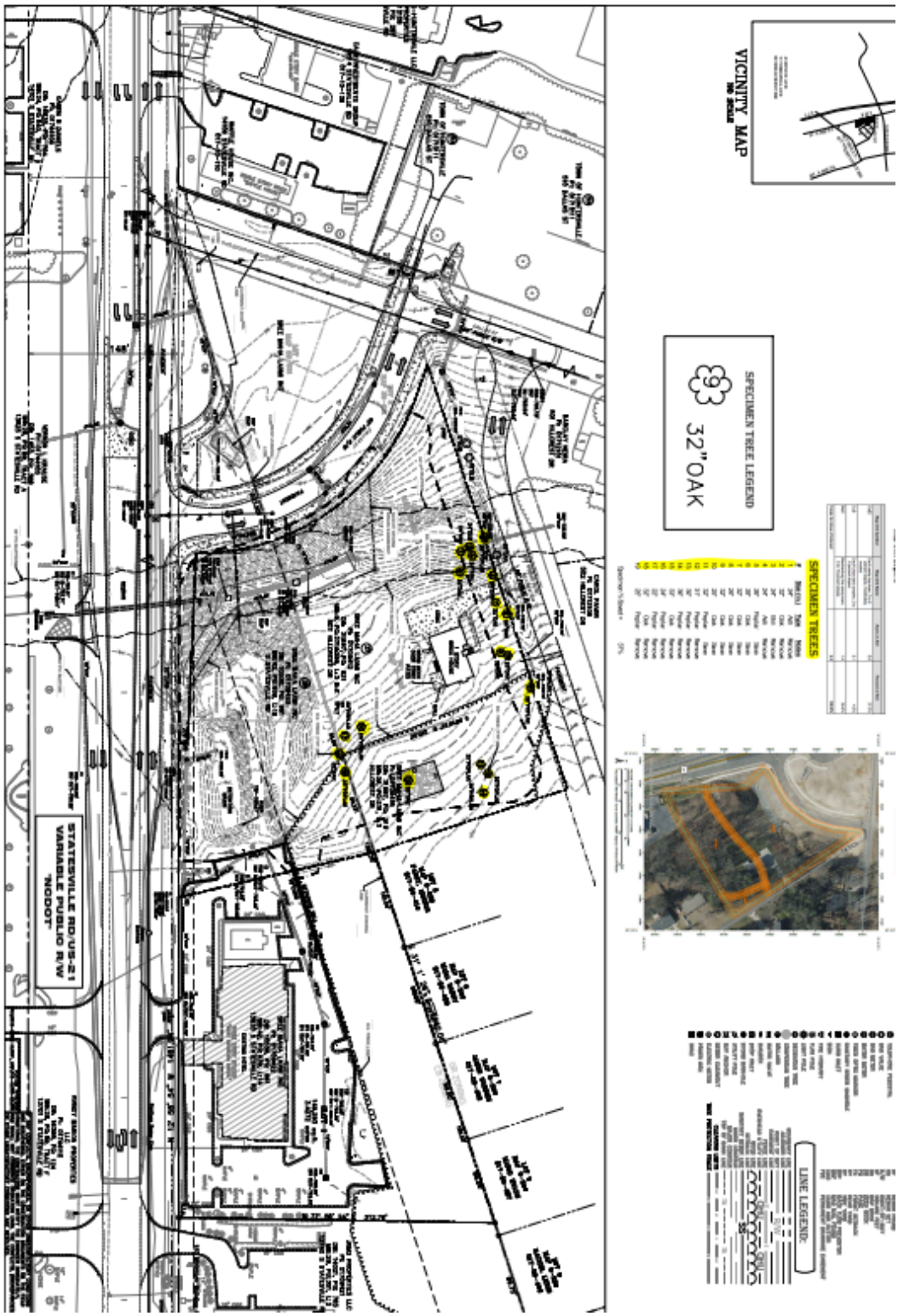
TREES 13-16







TREES 17-19



SURVEY LEGEND

Appendix B - Assumptions and Limiting Conditions

1. Care has been taken to obtain all information from reliable sources. All data had been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others.
2. The consultant shall not be required to give testimony or to attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule.
3. Loss or alteration of any part of this report invalidates the entire report.
4. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the person to whom it is addressed, without the prior expressed written or verbal consent of the consultant.
5. This report represents the opinion of the consultant, and the consultant's fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence of a subsequent event, nor upon any finding to be reported.
6. Sketches, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be so construed as engineering or architectural reports or surveys.
7. Unless expressed otherwise, information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the plants or property in question may not arise in the future.

Appendix C – Certification of Performance

I, Casey Diffley, certify that:

1. I have personally inspected the trees and property referred to in this report and have stated my findings accurately.
2. I have no current or prospective interest in the tree or the property that is the subject of this report and have no personal interest or bias with respect to the parties involved.
3. The analysis, opinions and conclusions stated herein are my own and are based on current scientific procedures and facts.
4. My analysis, opinions and conclusions were developed and this report has been prepared according to commonly accepted arboricultural practices.
5. No one provided significant professional assistance to me, except as indicated within the report.
6. My compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the Client or any other party nor upon the results of the assessment, the attainment of stipulated results, or the occurrence of any subsequent events.

Casey Diffley
ISA Certified Arborist #SO-10676A
ISA Qualified Tree Risk Assessor
Plant Health Care Assistant Manager
Heartwood Tree Care


HOME 2

Auguest 8, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: _____

Name: BARCLAY NCIAM

Address: 501 DALLAS STREET

Auguest 8, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we do not have any objections for your rezoning petition

Signature: _____

Name: NAKIYA COHEN

Address: 12616 HEATH GROVE DR

Auguest 8, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we do not have any objections for your rezoning petition

Signature: Yankun Wang

Name: Yankun Wang.

Address: 18020 Pear Hawthorne Dr

August 21, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we do not have any objections for your rezoning petition

Signature: S M

Name: Sagar Mulia

Address: 7630 Gillman Ct

August 21, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we do not have any objections for your rezoning petition

Signature: Allison

Name: Allison Thompson

Address: 7521 Twitter LN

August 21, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we do not have any objections for your rezoning petition

Signature: _____

Name: Kunal Banker

Address: 1115 Sunset Maple Ln
Huntersville NC

August 21, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we do not have any objections for your rezoning petition

Signature: _____

Name: Hari Shah

Address: 12335 Carlyon Ct

August 21, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we do not have any objections for your rezoning petition

Signature: _____

Name: Ashish

Address: 9509 Devonshire Dr
Huntersville NC 28078

August 21, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we do not have any objections for your rezoning petition

Signature: Sanjay Patel

Name: Sanjay

Address: 15631 Know Hill Road
Huntersville

August 21, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we do not have any objections for your rezoning petition

Signature: _____

Name: P. Lodha

Address: 7219 Chaddsley Dr
Huntersville

August 21, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we do not have any objections for your rezoning petition

Signature: _____

Name: Jacob Brown

Address: 911 Brawleyschool rd mooresville 28117

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Thomas Scott Brumly

Name: Thomas Scott Brumly
14702 Statesville Rd
Huntersville NC 28078

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Byron L Campbell

Name: Byron L. Campbell
Huntersville, NC

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: _____

Name: JULIAN LEE

Huntersville NC

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Danielle Panza

Name: Danielle Panza
Huntersville

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Zachary King

Name: Zachary King

Huntersville, NC 28078

August 21, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we do not have any objections for your rezoning petition

Signature: _____

Name: P. Lodha

Address: 7219 CHADDSLEY DR.

Docusign Envelope ID: EEE37C44-3A59-488E-B807-B6C82B6D3394

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Cam Palkowski E51856BA0701468...

Name: Cam Palkowski

Huntersville, NC

Docusign Envelope ID: 16936BFA-AEB4-42AB-B5F8-1C62EC732453

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Cameron Dennehy E51856BA0701468...

Name: Cameron Dennehy

Huntersville, NC

Docusign Envelope ID: 04CD88AE-BFD2-40F0-BCC7-7FB1166E30DE

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Garret Walker E51856BA0701468...

Name: Garret Walker

Huntersville, NC

Docusign Envelope ID: FC6A897D-5A2E-4243-93E1-90628B2C206A

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: DocuSigned by: Ian Fagan 8F5BCA59BF7A4F8...

Name: Ian Fagan

Huntersville, NC

Docusign Envelope ID: 1561FC57-17F6-4D7C-95B3-FC19CD4D890F

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: James O'Brien E51856BA0701468...

Name: James O'Brien

Huntersville, NC

Docusign Envelope ID: 84BA766E-52EB-4C0A-BC50-2BA0DA77BEE4

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Jeannie Dennehy E51856BA0701468...

Name: Jeannie Dennehy

Huntersville, NC

Docusign Envelope ID: 66A97E0F-B1B7-46CB-9815-9F16E6ED8FA6

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Jimmy Clemmiti E51856BA0701468...

Name: Jimmy Clemmiti

Huntersville, NC

Docusign Envelope ID: A1499CF7-4AE6-481F-A4FD-673AA3FC3D02

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: John Coyer E51856BA0701468...

Name: John Coyer

Huntersville, NC

Docusign Envelope ID: 06C36C9B-8CF0-41CF-8608-CABEC7BD8EAB

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Kelly Pannone E51856BA0701468...

Name: Kelly Pannone

Huntersville, NC

Docusign Envelope ID: 5AE22B85-05FE-4983-AB85-FF3890453709

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Maddie Hosking E51856BA0701468...

Name: Maddie Hosking

Huntersville, NC

Docusign Envelope ID: 782A3F75-2CCB-486E-B1C1-EC281CD3BFC2

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Marco Trujillo B1D7A0404CA5435...

Name: Marco Trujillo

Huntersville, NC

Docusign Envelope ID: B0C97932-6A58-4AC1-9385-AD08E06331AB

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Melody Clemmiti E51856BA0701468...

Name: Melody Clemmiti

Huntersville, NC

Docusign Envelope ID: 8FEA1B05-DB62-4596-A0D5-94237832AAC8

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Narendra Mulia 727036B18E984E2...

Name: Narendra Mulia

Huntersville, NC

Docusign Envelope ID: 1CC4F1E8-E837-434D-8313-72D49AADD47F

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Nimisha Mulia 727036B18E984E2...

Name: Nimisha Mulia

Huntersville, NC

Docusign Envelope ID: 2CE5A38C-9B5C-4D23-8771-C6DDF8795FCD

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Paulina Trujillo 2C2725C9801F43A...

Name: Paulina Trujillo

Huntersville, NC

Docusign Envelope ID: E28CFA5F-CFC5-49D1-B324-1D0EBA226B6F

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Rachel Miller 93FD4DAD1402408...

Name: Rachel Miller

Docusign Envelope ID: B3727714-39D5-4E37-8D1A-92F196C744E3

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Ryan Dennehy E51856BA0701468...

Name: Ryan Dennehy

Huntersville, NC

Docusign Envelope ID: 3B79A6FC-741C-408B-9287-58DC2617DD9F

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Sabrina Dennehy E51856BA0701468...

Name: Sabrina Dennehy

Huntersville, NC

Docusign Envelope ID: 4D724DA5-6316-422A-AA68-54AD5E3A5C25

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Sagar Mulia 727036D18E984E2...

Name: Sagar Mulia

Docusign Envelope ID: 27FE2740-9709-49D3-BE29-F47668799AF5

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Shabad Singh
B1D7A0404CA5435...

Name: Shabad Singh

Huntersville, NC

Docusign Envelope ID: B69A1707-E520-45B3-BF09-89A9099015DE

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Sweta Patel E51856BA0701468...

Name: Sweta Patel

Huntersville, NC

Docusign Envelope ID: 86540AE2-0F8B-4A68-9EBD-9B4964DB0672

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Thomas Doan B1D7A0404CA5435...

Name: Thomas Doan

Huntersville, NC

Docusign Envelope ID: C288AEDA-3FDC-4D96-9A0E-E04AB26AD4A4

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Victoria Garcia E51856BA0701468...

Name: Victoria Garcia

Huntersville, NC

Docusign Envelope ID: 801737D9-CB82-4FAC-A7F4-64D825C983B2

September 1, 2025

Mr. PM Patel
Sree Maha Laxmi, Inc,

RE: Rezoning Petition R25-07 for a Home 2 Hilton on Tax Parcels 01709411,12,18,22 and 23 in Huntersville, NC

Dear PM:

As we discussed, we support your rezoning petition

Signature: Signed by: Vishal Mulia 727036B18E984E2...

Name: Vishal Mulia

Huntersville, NC

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Nathan Farber, Senior Planner

Subject: Petition #R25-08 Second Street Village

EXPLAIN REQUEST:

Petition #R25-08 is a request by Jay Henson to rezone +/- 4.799 acres located at 204 N Church St (Parcel IDs 01903302, 01903310, 01903306, 01903315, 01902136, 01902137, 01902138, 01902126, 01902133, 01902128, 01902129, 01902135, 01902134, 01902125, 01902124) from Neighborhood Residential to Neighborhood Residential Conditional District. The purpose of the rezoning is to develop a residential apartment and a single-family attached (townhome) development.

ACTION RECOMMENDED:

Consider a decision

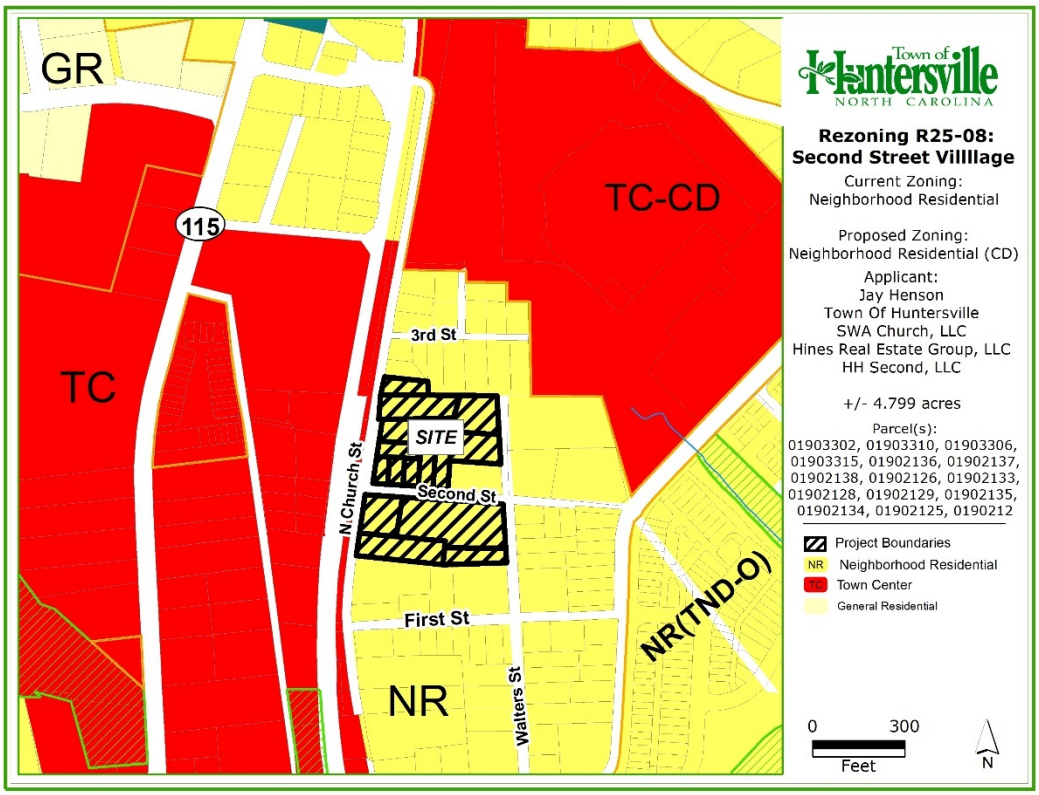
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. R25-08 Second Street Village - TB - 10-21-25
2. 1. Rezoning Application
3. 2. R25-08 Rezoning Plan
4. 3. Neighborhood Meeting Report
5. 4. Engineering Report
6. 5. TIA determination UPDATED
7. 6. 2nd Street Purchase Agreement

Petition R25-08
Second Street Village Conditional Rezoning

PART 1: PROJECT SUMMARY



Applicant: Jay Henson and Brian Hines

Property Owner: Town of Huntersville, HH Second LLC, SWA Church LLC, Hines Real Estate Group LLC,

Property Address: 204 N Church St

Project Size: (+/-) 4.799 acres

Parcel Numbers: 01903302, 01903310, 01903306, 01903315, 01902136, 01902137, 01902138, 01902126, 01902133, 01902128, 01902129, 01902135, 01902134, 01902125, 01902124

Current Zoning: Neighborhood Residential (NR)

Current Land Use: Single Family Residential and Vacant

Proposed Zoning: Neighborhood Residential Conditional District (NR-CD)

Proposed Land Use: Residential Apartment and Single Family Attached (townhome)

1. Purpose: Petition #R25-08 is a request by Jay Henson to rezone +/- 4.799 acres located at 204 N Church St (Parcel IDs 01903302, 01903310, 01903306, 01903315, 01902136, 01902137, 01902138, 01902126, 01902133, 01902128, 01902129, 01902135, 01902134, 01902125, 01902124) from Neighborhood Residential to Neighborhood Residential with a Conditional District. The purpose of the rezoning is to develop a residential apartment, and a single family attached (townhome) development.
2. Adjoining Zoning and Land Uses.
   - North: Neighborhood Residential. Existing Single Family Residential. Vacant Land
   - South: Neighborhood Residential and Neighborhood Residential Conditional District. Existing Single Family Residential. First and Church Townhome development.
   - East: Neighborhood Residential. Existing Single Family Residential. Church.
   - West: Town Center. North Church Street and Rail Line.

3. A neighborhood meeting was held on Thursday, July 31st, 2025. The invitation list, invitation, attendance list, and summary of the meeting are included in the agenda packet for review. Several adjacent property owners attended the meeting to discuss the potential project and ask questions of the applicant.
4. Planning staff certifies that notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad was placed in the Charlotte Observer; and posting of a rezoning sign along Church St and Second St in front of the properties.

Rezoning Plan:

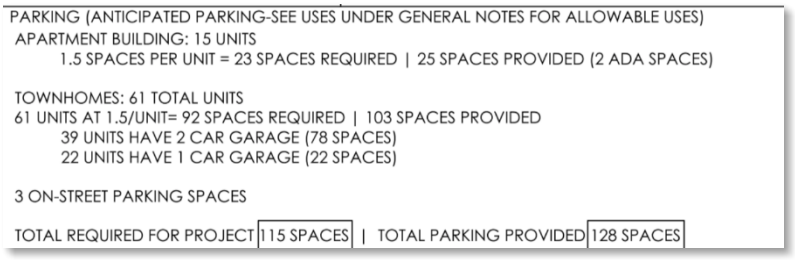


PART 2: REZONING/SITE PLAN

Site Plan Description:

Staff have reviewed two sets of plans and returned one set of comments to the applicant prior to the agenda deadline for the public hearing. The items listed below are site plan descriptions and issues that currently need to be addressed.

- The applicant is proposing to develop a residential development that consists of both a 18-unit Co-op apartment and 61 townhomes, which will be made up of two story and three story units.
- The density of the development will be 79 units on 4.799 acres = 15.8 units per acre.
- Access: The site will have multiple access points to N. Church St, Second Street, Walters St, and a connection point to the recently approved 1st and Church St Townhome project. The applicant is proposing to use permeable pavers for the Woonerf, Alleys, and Parking. Additionally, the townhome units and the apartment will have pedestrian access to the street or urban open space.
- Frontage: The Townhomes and Apartment building along North Church St will front along a required 12' side path (Future Seam Trail) and the planting strip will be concrete with landscaped tree wells. This frontage will match the recently approved 1st and Church St Townhome project frontage. The Townhomes and Apartment Building along Second street will front on a 5' sidewalk and 7' planting strip. The remaining Townhomes will front on several different Urban Open Spaces which will be discussed below.
- Parking: The development is required to provide 1.5 parking spaces per unit since all units are assumed to have more than one bedroom. The total parking spaces required for the project is 115 spaces, while the development is providing 128 spaces. See the chart below, as provided on the site plan, detailing the breakdown of spaces between the apartment and townhomes. The spaces are provided through a combination of surface parking lots, Townhomes with one and two car attached and detached garages, and on-street parking. Please see the modification request for the detached garages below.


PARKING (ANTICIPATED PARKING-SEE USES UNDER GENERAL NOTES FOR ALLOWABLE USES)
APARTMENT BUILDING: 15 UNITS
1.5 SPACES PER UNIT = 23 SPACES REQUIRED | 25 SPACES PROVIDED (2 ADA SPACES)

TOWNHOMES: 61 TOTAL UNITS
61 UNITS AT 1.5/UNIT= 92 SPACES REQUIRED | 103 SPACES PROVIDED
39 UNITS HAVE 2 CAR GARAGE (78 SPACES)
22 UNITS HAVE 1 CAR GARAGE (22 SPACES)

3 ON-STREET PARKING SPACES

TOTAL REQUIRED FOR PROJECT 115 SPACES | TOTAL PARKING PROVIDED 128 SPACES

- Tree Save: The Ordinance requires NR zoned districts to provide 10% tree canopy and specimen save. The applicant exceeds the specimen save requirement with 3 specimen trees or 12% of the existing specimen trees. The applicant is proposing to save 25% of the tree canopy by counting the 3 specimen trees saved towards their total. The ordinance allows 150% of the canopy of each specimen tree to count towards the required tree save area. Three large specimen trees are being removed for ROW improvements being made and were not counted in the tree save calculations.
- Stormwater: Previous stormwater issues have been resolved. Please see the attached Engineering Staff Report for further information regarding stormwater.

Rezoning Site Plan Issues:

- Build-To Line and Setbacks: The ordinance requires a build-to line of 10'-25' ft and allows a build-to line up to 0' in urban conditions. The Townhome units build-to lines will vary depending on location. Each townhome unit will feature a "front yard" that is surrounded by a wall or fence. The rear setbacks of the townhome units vary in size with a minimum of 7'used. Please see the modification request below regarding the rear setbacks.
- Affordable Housing: The applicant purchased 1.68 acres made up of three parcels (PIDs 01903310, 01903306, and 01903315) from the Town of Huntersville. As part of the purchase agreement the Applicant must improve a

portion of these parcels for non-profit to provide 15 affordable housing units for persons earning no more than 120% of the local area median income.
    - The applicant would be required to provide 24 parking spaces, a graded pad of at least 7,000 square feet, and install all required stormwater and drainage facilities as part of this overall development.
    - The applicant would have seven years to donate this improved land to a non-profit or the land would revert back to the Town of Huntersville ownership.
        - Staff Comment: Staff Recommends a note be added to the site plan stating the projects intent for Affordable Housing at the site of the proposed Apartment building. Currently the apartment is labeled as a Co-Op building.
- Architectural Elevations: The applicant has provided elevations for the proposed Townhomes and the Apartment.
    - The applicant has stated that the site plan and elevations are conceptual in nature and states minor modifications may occur after the rezoning is approved. The applicant has added staff's recommended language: "The proposed improvements shown on the rezoning plan are schematic in nature. The exact locations and architecture of the units and buildings may be modified, as approved by Planning staff, during the design, engineering, and construction phases of the development so long as such modifications are within the boundaries of the conditional district rezoning and compatible and in harmony with the general layout of the rezoning plan." This language ensures that general consistency with the rezoning plan is provided.
- Urban open space is required by Article 7 Part B of the Zoning Ordinance within a ¼ mile of the units. Due to the size of the overall project only one urban open space is required. The applicant is proposing six (6) separate urban open spaces. Townhomes that do not front on a public street are permitted by Article 8.1.4 to front on a urban open space, which is part of the reason the applicant has included so many urban open spaces. The applicant is proposing to include a Park, two Pedestrian Passageway, two Woonerfs, and a Green.
    - Green: The applicant is proposing a Green to the North of the property which will include an open grass area that is enclosed by wide walking paths, gathering spaces with benches and vegetation, a Woonerf and Alley, and Townhomes.
    - Pedestrian Gathering Space: The applicant is proposing two Pedestrian Gathering Spaces, each located directly in front of a row of townhomes so they can meet frontage requirements. The space will include a narrow walking path surrounded by benches and landscape materials.
    - Park: The applicant is proposing a park at the corner of Second St and Walters St that will act as a green. The park will be surrounded by pedestrian walkways, benches and shrubs and trees. The applicant is planning on saving some of the existing trees on site and incorporating them into the border of the park. The site plan states that the applicant will develop, install sidewalks and benches, and then donate the land within the sidewalk to the town as a town park.
        - UPDATE: The applicant has stated that it is their intention to no longer donate the park to the Town. They plan to let the HOA maintain the park and place a public access easement over the park to still allow the broader community to use it. This site plan was not submitted in time to update this note for the Town Board meeting.
    - Woonerf: The applicant is proposing two separate Woonerfs that will provide through access from Walters St to N. Church St. A woonerf is an access way where the primary use is by pedestrian and bicycles with the secondary use being vehicles. The Woonerf has a public access easement so the entire community will be able to utilize it. The applicant has added the note that the "Woonerf will be amenitized per the ordinance and reflected on the construction plans".
        - Staff Comment: Staff recommends providing further details regarding what the woonerf will look like and recommend adding elements like landscaping, lighting and/or street furniture to better differentiate the Woonerf from the connected brick paver alleys brick. The purpose of this request is so pedestrian users feel invited and comfortable with using these spaces.

- UPDATE: The applicant has noted on the site plan that the "Woonerfs will be amenitized per the ordinance and reflected on the construction documents".

- Building Height: The height of the apartment building is shown as 31'. See below for the modification request regarding the proposed townhome heights.
- **Modifications**:
    1. Yard Tree's: Article 7.7.3(a) requires a set number of front and rear yard trees to be provided depending on lot sizes. The applicant is requesting to only provide the required yard trees where practical.
        - **Staff Comment: Staff is in support of this modification request as the current yard tree requirements were designed for suburban settings not for limited build-to line setbacks of attached housing in an urban setting. The small front setback would require trees to be too close to the home and the sidewalk which would be too close for healthy plantings. While there will be no front yard trees there will be street trees and trees associated with the urban open spaces the townhomes will be fronting. Additionally, the applicant has shown that rear yard trees will be provided when enough room is allowed.**
    2. Attached Housing Percentage: Article 3.2.4(d)3 of the Zoning Ordinance states that in major subdivisions the aggregate number of dwelling units contained in attached houses and apartments shall not exceed 30 percent. The applicant is requesting to have 100 percent of the units attached.
        - **Staff Comment: Staff is in support of this modification request as this complies with the 2040 Land Use Plan Downtown Policies and with the downtown development guidelines of the Downtown Master Plan. The Downtown Master Plan calls for this corner to be made up of multifamily housing (apartment and attached house) that is between 2 and 3 stories tall. The proposed attached housing type provides a massing and scale that is a good transition (2040 Community Plan Policy DT-2) between the existing single-family homes and the future goals of the Downtown Master plan. This location is also directly next to recently approved townhome development and a future rail stop which makes higher density more appropriate.**
    3. Buffer Reduction: Article 7.5.3 of the Zoning Ordinance requires a buffer of 40' when the density of the subdivision will be two times greater than the surrounding development. The applicant is requesting to remove the required 40' buffer on the north and south side of the development.
        - **Staff Comment: Staff is in support of this modification request as the project fits the higher density characteristics of the 2040 Plans Town Center Land Use Area (see policies in support of the project below) and the Downtown Master Plan.**
            1. **The Downtown Master plans conceptual vision provides goals and a potential layout for a higher density residential area. The zoning ordinance required 40' buffer would directly limit the realization of the downtown plan and potentially prohibit a more connected neighborhood in the future.**
            2. **Adjacent development is also located in the higher density vision areas of the 2040 Plan and the Downtown Master Plan. The relief from the 40' buffer would meet the characteristics of our future plan's goals.**
            3. **While a buffer would not be provided at the northern property line the topography and proposed urban open space will "buffer" or separate most of the proposed townhomes by ~15' at least and ~45' at the most. The townhomes along the southern property line will be separated by a woonerf and associated landscaping.**
    4. Rear Setbacks: Article 4.11 Lot Type / Attached House of the Huntersville Zoning Ordinance states that Attached Garage house types must have a 35' Minimum rear setback. The applicant is requesting to use a 14' rear setback from the rear alley and parking. The applicant is also proposing several detached garage townhome units which would require a reduction in the required 20' spacing for detached garage units.

- **Staff Comment: Staff is in support of this modification request as it is consistent with detached garage minimum setbacks and reduces the need for excess impervious. Instead of an elongated driveway for parking, the subdivision will have attached garages and additional parking spaces provided along the alleys.**

5. Attached House Building Height: Article 4.12 Building Type / Attached House of the Huntersville Zoning Ordinance states that attached building types cannot be taller than 30'. The building height is measured from the finished grade relative to the street frontage, up to the eaves. The applicant is requesting to allow a max height of 33'.
    - **Staff Comment: Staff is in support of this modification request as it is consistent with the Downtown Master Plan. The Downtown Master Plan calls for the block below second street to be made up of multifamily housing (apartment and attached house) and the block above second street to be made up of multifamily housing (attached house and single family). Within both blocks the Downtown plan calls for building height ranges of 2-3 stories, which is consistent with the requested 33'. The apartment building type calls for a max height of 36'. The site plan shows that a mix of 2-3 story townhomes will be used, with the majority of the 3 story units being situated south of Second Street.**
6. On-Street Parking: Article 5.5(d)3 of the Zoning Ordinance requires on-street on one side of the street when using the attached housing type. The applicant is proposing to not provide on street parking for any street frontage for the apartment of Townhomes. Three on-street parking spaces are being provided in front of the park along Second Street but these do not count towards this requirement.
    - **Staff Comment: Staff is in support of this modification request as the applicant will exceed the required parking requirements on site by 13 spaces.**

PART 3: TRANSPORTATION ISSUES

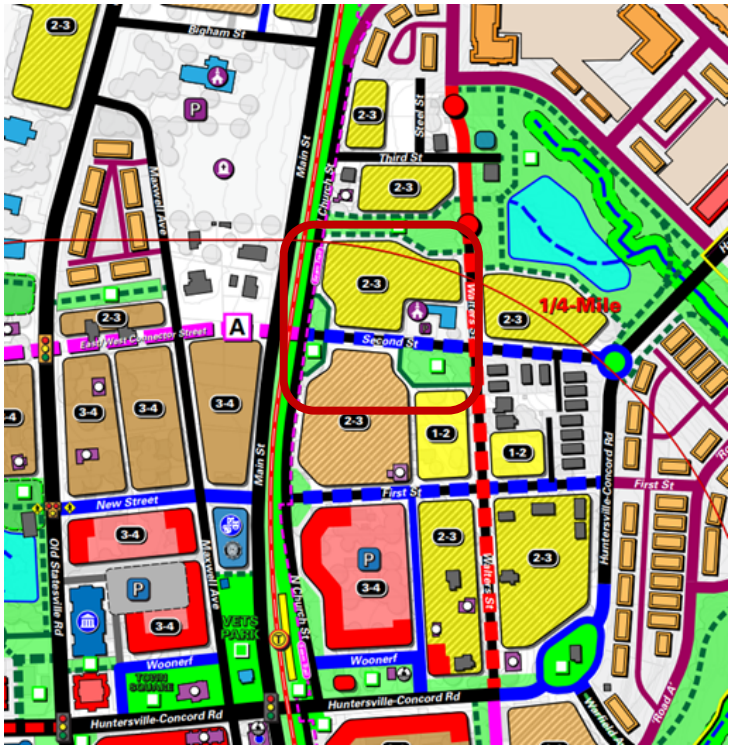
Traffic Impact Analysis (TIA)

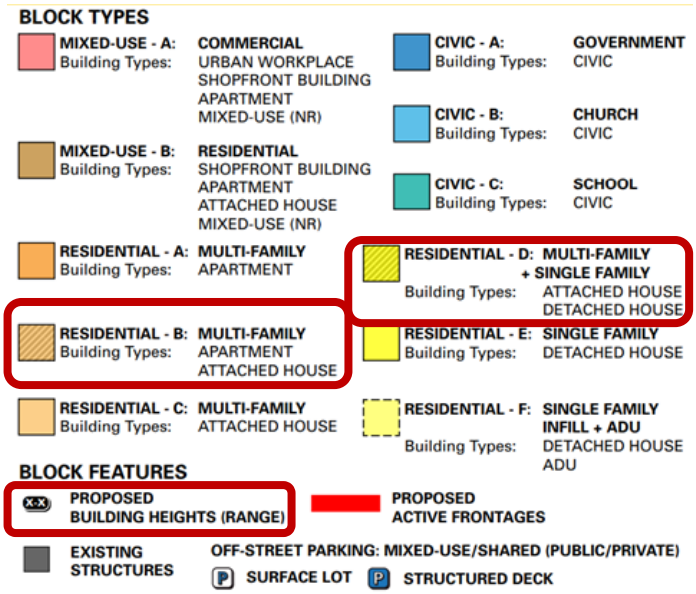
- A Town TIA for the proposed project is not required as it did not generate the trip thresholds needed for an analysis. Please find the TIA Determination and an Engineering memo from Engineering attached in the agenda packet.
- UPDATE: A new TIA Determination form was submitted to consider the three additional units that were added since the original TIA Determination form was submitted. The TIA Determination form still does not require a TIA.

PART 4: REZONING CRITERIA

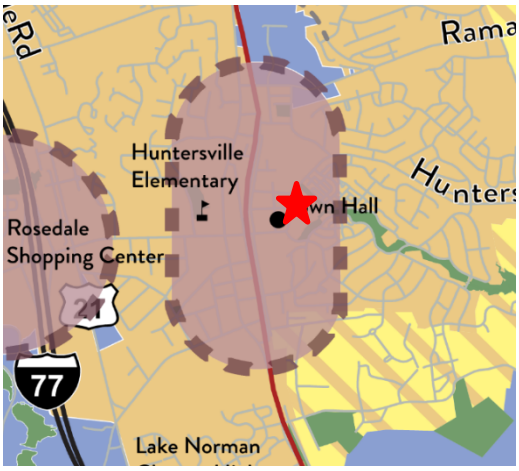
Article 11.4.7(d) of the Zoning Ordinance states that "in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to,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

Downtown Master Plan:





2040 Huntersville Community Plan – "Town Center and Mixed-Use Center"





STAFF COMMENT – The 2040 Huntersville Community Plan **DOES** SUPPORT this project through the following sections:

- **Policy LU 1.1**: Utilize the Future Land Use Map during development approval process to ensure compatibility with long range plans.

- STAFF COMMENT: The property proposed is in the Town Center and Mixed-Use Center Character Areas of the Huntersville 2040 plan as shown above. The proposed residential apartment and townhomes introduces a new housing type within the surrounding properties which fits in with Town Centers call for mixed housing types and higher density.

- **Policy LU 2.1**: Higher intensity residential uses will be focused generally within two miles of the I-77/ NC-115 corridor and future activity centers in the eastern and western areas of Huntersville's zoning jurisdiction.
  - STAFF COMMENT: The proposed development is a higher intensity residential use that will be within the two mile I-77/NC-115 corridor and within the higher density Town Center Character Area.
- **Policy LU 5.1:** Allow more intense development only where transportation infrastructure and utilities already exist.
  - STAFF COMMENT: While the Red Line does not currently exist, the future Downtown Red Line Station is planned to be in close proximity to the rezoning site.
- **Policy LU 5.3:** Encourage infill development opportunities to increase housing options with proximity to nearby services, shopping, employment opportunities, and transit stations.
  - STAFF COMMENT: The development would increase housing density within the ¼ mile radius of Huntersville's downtown and the downtowns services, shopping, current bus line, and future Red Line access.
- **Policy LU 7.1:** In Town Core, streets and sidewalks are meant to be attractive and inviting.
  - STAFF COMMENT: The current plan will provide new pedestrian connectivity within the downtown. Church Street will include a 12' side path that will eventually be part of the Seam Trail while Second Street will provide a 6' sidewalk. In addition to Townhomes fronting the streets the Church Street cross section will see the inclusion of a concrete hardscape amenity zone with vegetated street tree wells to serve as a buffer between pedestrians and vehicles. This will provide a more attractive streetscape that is above and beyond the minimum standards. Additionally, the applicant is proposing two woonerfs to provide additional east – west multipurpose connections to the neighborhood.
- **Policy LU 8.2:** Evaluate and strengthen incentives to encourage the achievement of higher design standards.
  - STAFF COMMENT: This policy does support the project as the project is going above and beyond the ordinance and providing high quality design elements such as:
    - More than the required urban open spaces.
    - Urban open spaces that provide increased amenitized pedestrian areas for both the residents and the community at large.
    - A public side path and hardscaped area along Church St that meets the urban goals of the Downtown Master plan and provide increased space for pedestrian utilization.
    - New pedestrian connections within the ¼ downtown radius.
- **Policy LU 9.1:** Residential design principles
  - STAFF COMMENT: This policy recommends residential to front a public street or open space. These principles emphasize the architecture of the home, encourage outdoor interaction in the front of the home, and decrease the visual focus on plain garage doors. The project proposes to have an apartment and townhomes that front on a public street and amenitized urban open spaces with an emphasis on the pedestrian streetscape by placing the garages in the rear with alley or woonerf access.
- **Policy DT 1.2:** Encourage a mix of uses in Downtown Tier 1 Areas.
  - STAFF COMMENT: The proposed building type, apartment and attached residential, provides a mix of housing types to the currently mostly single-family area of the Tier 1 downtown area. Additionally, the inclusion of townhome is consistent with the approved townhome development to the south, both of which will be connected. This type of housing follows the Downtown Master Plan by providing a higher density housing type which is vital for supporting the active areas within the Downtown Master Plan.
- **Policy DT 2:** Step down in intensity and density near established residential neighborhoods.
  - STAFF COMMENT: The proposed housing type, apartment and townhomes, is a supported housing type for providing a good transition between new development and existing lower intensity housing types. The

development positions the apartment next to the proposed townhomes and the existing townhome development to the south so a natural step down in intensity is positioned away from existing single-family homes.

- **Policy DT 3.1**: Consider participation in public-private partnerships to facilitate the redevelopment of key properties.
  - STAFF COMMENT: The proposed development has an agreement with the Town of Huntersville to ready a portion of the project for affordable housing. The agreement would potentially provide 15 affordable units on what was town owned property.
- **Policy DT 6:** Create connected, safe, and engaging streetscapes that serve multiple uses.
  - STAFF COMMENT: The applicant is required to provide the 12' Seam Trail sidepath along Church St. Next to this path, the applicant is providing an upgraded hardscaped planting strip that will benefit the neighborhood aesthetically while also providing additional space for pedestrians. Additionally, the applicant is providing two woonerfs that are designed for pedestrians, bikers, and cars to use.
- **DT 6.2:** Pursue street connections and upgrades in Downtown to facilitate Town goals.
  - STAFF COMMENT: The applicant is providing two woonerfs, the first of their kind in Huntersville, in order to provide two new east-west connections between Church St and Walters St. These multi-use streets are designed for inviting and slow streets that are comfortable for pedestrians, bikers, and vehicular use.

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

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**
   STAFF COMMENT:
   Staff recommend that the reclassification to Neighborhood Residential Conditional District (NR-CD) would be consistent with the overall character of adjacent development for the following reasons:
   - The development is more than 2 times as dense as the adjacent development to the North and East. However, the attached residential housing type would serve as a smaller scale increase in massing and scale and would not overwhelm existing adjacent properties compared to other high density building types. The more intense apartment building is located more centrally within the project area in order to provide a gentler step down in density.
   - While the applicant is requesting a modification to remove the buffer the project layout will provide some separation from existing adjacent properties with urban open spaces. The lack of buffers is consistent with the Downtown Master plans call for denser more urban neighborhoods.
   - The Vermillion Village development to the north is a high-density mixed-use development, at about 11.5 units/acre.
   - The Vermillion Front development to the east is a townhome development, at about 7 units/acre.
   - The 1st and Church St Townhome development is 12.2 units/acre.
2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, stormwater drainage systems, water supplies, and wastewater and refuse disposal.**
   STAFF COMMENT:
   - A Transportation Impact Analysis (TIA) is not required for this development.
   - Staff has no other indication that the proposed use will adversely affect the adequacy of public facilities.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.**
   STAFF COMMENT:

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

PART 5: STAFF RECOMMENDATION

The application to intensify the properties is consistent with the character area recommendations of the Huntersville 2040 Plan and the Downtown Master Plan. Additionally, the applicant provides urban opens spaces that go above and beyond the minimum requirements of the zoning ordinance, while also working with the Town to enable future affordable housing. Therefore, Staff recommends approval of the rezoning.

Staff recommend approval of all the following modifications to the Zoning Ordinance:

- Rear setback reductions for the Townhome units.
- The removal of the required buffer.
- The requested increase in Height for the Townhome units.
- The removal of on-street parking along Church and 1st Street.
- Not planting the required yard trees.
- Allowing 100% attached single family homes in a major subdivision.

While staff recommends approval of the project, the following recommendations would add to the excellence in design of the site:

- The Woonerfs are amenitized according to the Huntersville design guidelines which call for items such as structured planters, street trees, pedestrian scale lighting, and the use of decorative surfacing.
- All conceptual notes on the site plan should be replaced with Staff's recommended language in order to ensure compliance with the approved plans and to prevent complete changes after approval: "The proposed improvements shown on the rezoning plan are schematic in nature. The exact locations and architecture of the units and buildings may be modified, as approved by Planning staff, during the design, engineering, and construction phases of the development so long as such modifications are within the boundaries of the conditional district rezoning and compatible and in harmony with the general layout of the rezoning plan".
- The park urban open space should be placed within a public access easement so the entire community can access it.
- All remaining staff comments, issues and minor site plan notes are addressed.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing occurred on September 2, 2025.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board recommended approval (7-0) on September 23rd, 2025.

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for October 21st, 2025.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

1. Rezoning Application
2. R25-08 Rezoning Plan
3. Neighborhood Meeting Report
4. Engineering Report
5. TIA Determination UPDATED

6. 2nd Street Purchase Agreement

PART 10: CONSISTENCY STATEMENT – R25-08 Second Street Village

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning application R25-08, Second Street Village, staff recommends approval based on the plan being consistent with Policies LU 1.1, 2.1, 5.1, 5.3, 7.1, 8.2, 9.1, DT 1.2, 2, 3.1, 6.2 of the 2040 Huntersville Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance as the plan is consistent with the Downtown Masterplan and goes above and beyond the minimum requirements of the Zoning Ordinance.	APPROVAL: In considering the proposed rezoning application R25-08, Second Street Village, The Planning Board recommends approval based on the plan being consistent with policies LU1.1, 2.1, 5.1, 5.3, 7.1, 8.2, 9.2, D2.1.2, 2, 3.1, 6.2 of the 2040 Huntersville Community Plan. It is reasonable and in the public interest to approve the rezoning plan because the proposed rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan and Downtown Master Plan.	APPROVAL: In considering the proposed rezoning application R25-08, Second Street Village, the Town Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed rezoning application R25-08, Second Street Village, the Town Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).** **It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**

General Application

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

1. Application Type

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

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

SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance

- ☐ Sketch Plan
- ☐ Preliminary Plan
- ☐ Final Plat (Includes Minor Subdivision)
- ☐ Exempt Subdivision
- ☐ Final Plat Revision
- ☐ Farmhouse Cluster

2. Project Data

Date of Application May 7, 2024

Name of Project Second Street Village Phase # (if subdivision) _____

Project Address 204 N Church Street and vicinity

Parcel Identification Number(s) (PIN) 01903302, 01903310, 01903306, 01903315, 01902136, 01902137, 01902138, 01902126, 01902133, 01902128, 01902129, 01902135, 01902134, 01902125, 01902124

Current Zoning District NR Proposed District (for rezoning only) NR (CD)

Property Size (acres) 4.799 Street Frontage (feet) 1514' +/-

Current Land Use Vacant/Residential

Proposed Land Use(s) Residential Apartment and SF Attached

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

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

Rezone the property to allow for SF attached housing. The proposed development will donate a parcel and parking spaces to a non profit for affordable housing in an apartment building of approximately 15 units.. The remainder of the property will be SF residential (attached)

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at https://www.huntersville.org/528/Permits-Process.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name Jay Henson Phone 704-577-4561

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: Soon to be LLC

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature Jay A Henson

Title _____ Email jhenson@waengineering.com

Address of Applicant 121 Gilead Road Huntersville, NC

7. Property Owner (if different than applicant)

*Printed Name Town of Huntersville Phone 704-875-7000

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: Government Entity

☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner 105 Gilead Road

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

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

8. Development/Design Firm Contact Information

W&A Engineering	Jay Henson	704-577-4561	jhenson@waengineering.com
Development Firm	Name of Contact	Phone	Email
Design Firm	Name of Contact	Phone	Email

Contact Information

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

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 5/7/2025 EPM Number _____

Name of Project Second Street Village Phase # (if subdivision) _____

Parcel Identification Number(s) (PIN) 01902125 & 01902124

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

* ^ Printed Name of Signer SWA Church, LLC Phone Number 704-507-4877

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title Member Manager Email Brian@HinesRE.com

Address of Property Owner/Applicant 121 Gilead Road

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* ^ Printed Name of Signer _____ Phone Number _____

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

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* ^ Printed Name of Signer _____ Phone Number _____

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

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^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

Town of Huntersville
NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 5/7/2025 EPM Number _____

Name of Project Second Street Village Phase # (if subdivision) _____

Parcel Identification Number(s) (PIN) 01903310, 01903306, 01903315

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

* ^ Printed Name of Signer ANTHONY ROBERTS Phone Number 704-875-7000

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: MUNICIPALITY

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature Anthony Roberts

Title TOWN MANAGER Email AROBERTS@HUNTERSVILLE.ORG

Address of Property Owner/Applicant 105 Gilead Road

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* ^ Printed Name of Signer _____ Phone Number _____

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

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* ^ Printed Name of Signer _____ Phone Number _____

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

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Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

---

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^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 5/7/2025 EPM Number _____

Name of Project Second Street Village Phase # (if subdivision) _____

Parcel Identification Number(s) (PIN) 01902126 & 01902133

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

* ^ Printed Name of Signer Hines Real Estate Group, LLC Phone Number 704-507-4877

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title Manager Email Brian@HinesRE.com

Address of Property Owner/Applicant 121 Gilead Road

---

* ^ Printed Name of Signer _____ Phone Number _____

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

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Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

---

* ^ Printed Name of Signer _____ Phone Number _____

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Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

---

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

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 5/7/2025 EPM Number _____

Name of Project Second Street Village Phase # (if subdivision) _____

Parcel Identification Number(s) (PIN) 01902136, 01902137, 01902138, 01902135, 01902134, 01902128, 01902129

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

* ^ Printed Name of Signer HH Second, LLC Phone Number 704-507-4877

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Signature _____

Title Manager Email Brian@HinesRE.com

Address of Property Owner/Applicant 121 Gilead Road

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Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

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

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Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

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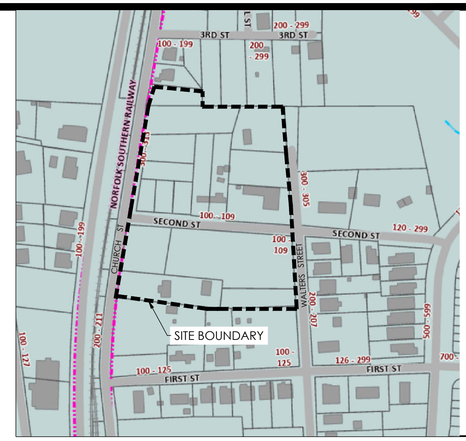
* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

Sheet List Table	
Sheet Number	Sheet Title
RZ00	COVER
RZ01	SURVEY
RZ02	SLOPE ANALYSIS
RZ03	DEMO + TREE SAVE
RZ04	SITE PLAN
RZ05	STREET CROSS SECTIONS
RZ06	PRELIMINARY GRADING & DRAINAGE PLAN
RZ06.1	PRELIMINARY BMP DETAILS
RZ07	PRELIMINARY UTILITY PLAN
RZ08	LANDSCAPE PLAN
A01	ARCHITECTURE ELEVATIONS
A02	ARCHITECTURE ELEVATIONS CONT.



VICINITY MAP
SCALE: N.T.S.

REZONING PLANS

SECOND STREET VILLAGE
HUNTERSVILLE, NC

DEVELOPER:
HH
121 GILEAD ROAD
PH: (704) 704-875-1615

LIST OF MODIFICATIONS

- ARTICLE 7.7 INTERNAL TREES (TOH ZONING ORDINANCE)
  DUE TO THE URBAN INFILL NATURE OF THE PROJECT, IT IS NOT PRACTICAL TO INCLUDE A CANOPY TREE IN THE FRONT YARD AND REAR YARD OF EACH TOWNHOME LOT. THE FONT YARDS ALONG CHURCH STREET, SECOND STREET AND WALTERS STREET WILL HAVE THE REQUIRED STREET TREES HOWEVER THE BUILD TO LINE LIMITS THE SPACE FOR ADDITIONAL TREES. THE FRONT YARDS OF THE COTTAGE TOWNHOMES HAVE LIMITED SPACE FOR TREES. TREES WILL BE PROVIDED TO THE EXTENT PRACTICAL.
- ARTICLE 4 -ATTACHED HOUSE BUILDING HEIGHT (TOH ZONING ORDINANCE)
  RELIEF FROM THE 30' MAX. BUILDING HEIGHT TO 33' MAX. IS REQUESTED IN ORDER TO BREAK UP THE STREET FACADES AND PROVIDE VARYING ARCHITECTURAL CHARACTER - SEE ARCHITECTURAL ELEVATIONS ON SHEET A01 - ARCHITECTURE ELEVATIONS FOR PROPOSED HEIGHT DETAILS.
- ARTICLE 3.2.4 D3 - 30% ATTACHED (TOH ZONING ORDINANCE)
  RELIEF FROM THE 30% MAXIMUM FOR ATTACHED HOUSING. THIS PROJECT REQUEST IS TO ALLOW 100% ATTACHED HOUSING
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  REQUEST TO ELIMINATE THE 40'BUFFER TO THE NORTH AND SOUTH OF THE PROJECT DUE TO THE ADJACENT DEVELOPMENTS AND THE RECOMMENDED INTENSIFICATION OF DENSITY IN THE DOWNTOWN/FUTURE RAIL AREA THE APPLICANT IS REQUESTING RELIEF FROM ANY BUFFERS ADJACENT TO THE DEVELOPMENT.
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ECONOMIC DEVELOPMENT
121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

SECOND STREET VILLAGE
4.799 AC
308 N CHURCH STREET
HUNTERSVILLE, NC

Know what's below. Call before you dig. 811

REVISIONS

INITIAL SUB. DATE: 06/01/2025
ISSUANCE DATE: 09/12/2025

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT SEAL 700 — 9/12/2025

HFI PROJECT #: 25-00008

COVER

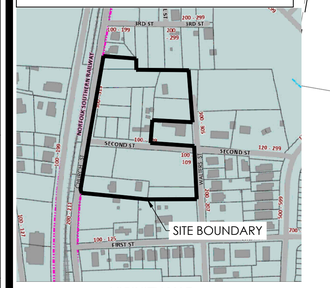
RZ00

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

N:\25-00008 - Second Street Village\DWG\Sheets\RZ00 - COVER.dwg 9-12-25 08:45:42 AM mgarver

LEGEND:

- SIDEWALK
- PERMEABLE PAVERS
- THREE-STORY DWELLINGS
- TWO-STORY DWELLINGS



VICINITY MAP

IMPERVIOUS SUMMARY

ITEM	(SF)	(AC)	% OF SITE
TOWNHOUSES	47,718	1.095	24.9%
MULTI-FAMILY (CO-OP)	6,537	0.150	3.4%
PAVEMENT	38,273	0.879	20.0%
DRIVEWAYS	9,132	0.210	4.8%
CONCRETE / SIDEWALK	8,378	0.192	4.4%
OFFISTE SIDEWALK	12,949	0.297	6.8%
TOTAL ONSITE PERVIOUS	81,344	1.867	42.5%
TOTAL ONSITE IMPERVIOUS	**110,038**	**2.526**	**57.5%**
SITE AREA (AFTER R/W DEDICATION)	**191,382**	**4.394**	

EXISTING BUA

	SQUARE FOOT	ACRES
TOTAL EXISTING	15,288 SF	0.35 AC
TOTAL TO BE REMOVED	11,522 SF	0.26 AC
TOTAL TO REMAIN	3,766 SF	0.09 AC

SITE DATA

LOCATION/ PARCEL ID'S:	01903302, 01903310, 01903306, 01903315, 01902136, 01902137, 01902138, 01902126, 01902133, 01902128, 01902129, 01902135, 01902134, 01902125, 01902124
CURRENT ZONING: NR	PROPOSED ZONING: NR (CD)
CURRENT USE: SINGLE FAMILY RESIDENTIAL/VACANT	PROPOSED USE: RESIDENTIAL
CONTACT: JAY HENSON 704-577-4561	
BUILDING TYPE: SINGLE FAMILY ATTACHED, APARTMENT	
PROVIDED	
LOT AREA	4.799 AC
BUILDING HEIGHT	33' MAX.
FRONT BUILD TO LINE	VARIES SEE PLAN
MIN. SIDE SETBACK	VARIES SEE PLAN
MIN. REAR SETBACK	VARIABLE

PARKING (ANTICIPATED PARKING-SEE USES UNDER GENERAL NOTES FOR ALLOWABLE USES)
APARTMENT BUILDING: 15 UNITS
1.5 SPACES PER UNIT = 23 SPACES REQUIRED | 25 SPACES PROVIDED (2 ADA SPACES)

TOWNHOMES: 61 TOTAL UNITS
61 UNITS AT 1.5/UNIT= 92 SPACES REQUIRED | 103 SPACES PROVIDED
39 UNITS HAVE 2 CAR GARAGE (78 SPACES)
22 UNITS HAVE 1 CAR GARAGE (22 SPACES)

3 ON-STREET PARKING SPACES

TOTAL REQUIRED FOR PROJECT 115 SPACES | TOTAL PARKING PROVIDED 128 SPACES

FEMA MAP NUMBER	3710465100K
FEMA EFFECTIVE DATE	11/16/2018
WATERSHED	Yadkin
SOIL TYPE	CuB (Type B Soils)

GENERAL NOTES

SCHEMATIC NATURE OF REZONING PLAN
- THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. MINOR MODIFICATIONS TO THE PLAN MAY OCCUR DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT. THE REMOVAL OF TREES AND VEGETATION TO ACCOMPLISH THE IMPROVEMENTS IS GENERALLY CONTEMPLATED AS SHOWN ON THIS REZONING PLAN.
- THIS IS A REZONING PLAN AND AS SUCH IS TO BE GRAPHICALLY REPRESENTATIVE OF WHAT IS PROPOSED. THE FINAL ENGINEERING PLAN WILL HAVE MINOR CHANGES. THE BUILDING LOCATION, SIZE, ORIENTATION, AND FEATURES MAY HAVE MINOR CHANGES BASED ON FINAL ENGINEER DESIGN, AS APPROVED BY STAFF

USE AND COMPATIBILITY
- PERMITTED USES: RESIDENTIAL-SINGLE FAMILY ATTACHED AND AN APARTMENT BUILDING
- THE SITE IS LOCATED ALONG THE NORTH AND SOUTH SIDES OF SECOND STREET WITHIN CLOSE PROXIMITY TO THE TOWN CENTER AND FUTURE RAIL STOP AREA. THE ADJACENT LAND USES CONSIST OF SINGLE FAMILY RESIDENTIAL, CHURCH, AND A MIXED USE CENTER UNDER CONSTRUCTION. THE INTENT IS TO CREATE HIGHER DENSITY RESIDENTIAL NEAR THESE AREAS DEFINED IN THE 2040 PLAN. A PORTION OF THE PROPERTY WILL BE RESERVED FOR THE TOWN OF HUNTERSVILLE FUTURE PARK.

MODIFICATION REQUESTS
- ARTICLE 7.7 INTERNAL TREES (TOH ZONING ORDINANCE)
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ACCESS
- THE PRIMARY VEHICULAR ACCESS IS VIA CHURCH ST, WALTERS ST AND SECOND ST.

SIGNAGE
- ALL SIGNS SHALL COMPLY WITH THE TOWN OF HUNTERSVILLE CODE.

TRASH
- GARBAGE SERVICES WILL BE PROVIDED BY THE TOWN OF HUNTERSVILLE VIA ROLLOUT OR WITH A PRIVATE PICKUP SYSTEM

HVAC / UTILITY EQUIPMENT:
- HVAC UNITS FOR TOWNHOMES WILL BE ADJACENT TO GARAGES AND HVAC FOR APARTMENT WILL BE ON THE ROOF. ALL HVAC UNITS WILL COMPLY WITH 7.6 OF THE ORDINANCE.

WATER/ SEWER / UTILITIES:
- WATER AND SEWER AVAILABLE WITHIN THE PUBLIC STREETS

LIGHTING:
- THE LIGHTING FOR THIS PROJECT WILL MEET THE REQUIREMENTS OF 8.26.

ENVIRONMENTAL:
- EROSION CONTROL PLANS WILL COMPLY WITH CURRENT ORDINANCES AND BE APPLIED FOR DURING THE COMMERCIAL SITE PLAN PROCESS.
- WATER QUALITY, POST CONSTRUCTION, AND STORM WATER MANAGEMENT WILL COMPLY WITH THE CURRENT ORDINANCES AND WILL BE APPLIED FOR DURING THE SITE PLAN PROCESS.

BUFFERS/LANDSCAPING:
- BUFFER YARDS SHALL BE PLANTED ACCORDING TO ARTICLE 7.5 OF THE ZONING ORDINANCE OR AS REQUESTED IN MODIFICATIONS.

GENERAL SITE PLAN AND ARCHITECTURAL NOTE
- THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. THE EXACT LOCATIONS AND ARCHITECTURE OF THE UNITS AND BUILDINGS MAY BE MODIFIED, AS APPROVED BY Planning STAFF, DURING THE DESIGN, ENGINEERING, AND CONSTRUCTION PHASES OF THE DEVELOPMENT SO LONG AS SUCH MODIFICATIONS ARE WITHIN THE BOUNDARIES OF THE CONDITIONAL DISTRICT REZONING AND COMPATIBLE AND IN HARMONY WITH THE GENERAL LAYOUT OF THE REZONING PLAN.

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

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SECOND STREET VILLAGE

4.799 AC

308 N CHURCH STREET
HUNTERSVILLE, NC

Know what's below. Call before you dig. 811

REVISIONS

10-7-25	FOR FINAL DECISION

INITIAL SUB. DATE: 06/01/2025

ISSUANCE DATE: 09/12/2025

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 1031 JAY A. HENSON

HFI PROJECT #: 25-00008

SITE PLAN

RZ04

N:\25-00008 - Second Street Village\DWG\Sheets\RZ05 - REZONING SITE PLAN.dwg 10-07-25 10:37:33 AM jhenson





NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
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SECOND STREET VILLAGE

4.799 AC

308 N CHURCH STREET
HUNTERSVILLE, NC

Know what's below. Call before you dig. 811

REVISIONS

INITIAL SUB. DATE: 06/01/2025

ISSUANCE DATE: 09/12/2025

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT NO. 700 JAY A. HENSON 09/12/2025

HFI PROJECT #: 25-00008

ARCHITECTURE ELEVATIONS

A01

N:\25-00008 - Second Street Village\DWG\Sheets\RZ09 - ARCHITECTURE ELEVATIONS.dwg 9-12-25 08:47:03 AM mgarver



4 BUILDING TYPE I - FRONT ELEV.
3/32"=1'-0"



3 BUILDING TYPE I - SIDE ELEV.
3/32"=1'-0"



2 BUILDING TYPE I - SIDE ELEV.
3/32"=1'-0"



1 BUILDING TYPE I - REAR ELEV.
3/32"=1'-0"

ELEVATION KEYNOTE LEGEND:

1	BRICK VENEER
2	8" FIBER CEMENT SIDING
3	DECO WOOD BRACKET
4	WOOD AWNING W/ STANDING SEAM METAL ROOF
5	ASPHALT SHINGLE ROOF
6	WOOD OR METAL LOUVRES
7	42" METAL GUARDRAIL
8	METAL PREFAB AWNING

09.10.2025

TREENAIL PROTOTYPE - PRELIMINARY ELEVATIONS

TREENAIL DEVELOPMENT

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MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-11
JOB NO. 24114

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SECOND STREET VILLAGE

4.799 AC

308 N CHURCH STREET
HUNTERSVILLE, NC

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REVISIONS

INITIAL SUB. DATE: 06/01/2025

ISSUANCE DATE: 09/12/2025

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT NO. 700 JAY A. HENSON 09/12/2025

HFI PROJECT #: 25-00008

ARCHITECTURE ELEVATIONS CONT.

A02

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

N:\25-00008 - Second Street Village\DWG\Sheets\RZ09 - ARCHITECTURE ELEVATIONS.dwg 9-12-25 08:47:10 AM mgarver

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY W&A ENGINEERING IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

THIS SURVEY WAS PROVIDED BY OTHERS AND IS INCLUDED AS REFERENCE ONLY

SURVEY BY: DUNBAR GEOMATICS

W&A ENGINEERING

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LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

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SECOND STREET VILLAGE

4.799 AC

308 N CHURCH STREET
HUNTERSVILLE, NC

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REVISIONS

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SURVEY

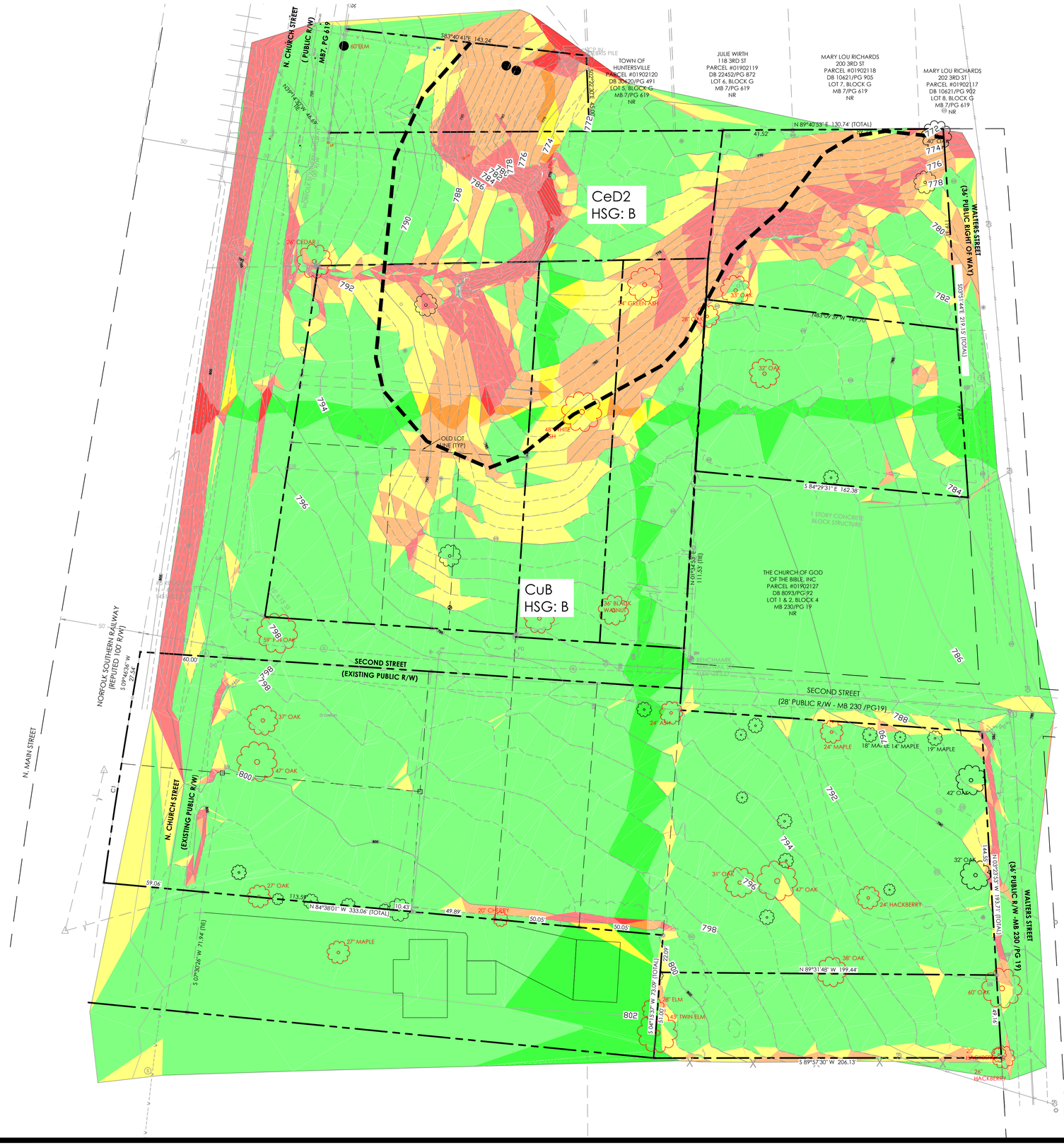
RZ01

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

N
W E
S
NORTH ARROW

0 15 30 60
GRAPHIC SCALE 1"=30 FT.

N:\25-00008 - Second Street Village\DWG Sheets\RZ01 - SURVEY.DWG 9-12-25 08:45:48 AM mgarver



Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	10.00%	
2	10.00%	15.00%	
3	15.00%	25.00%	
4	25.00%	100.00%	

NOTES

1. SLOPE ANALYSIS IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY DUNBAR GEOMATICS GROUP, PLLC. SEE SHEET RZ01 - SURVEY FOR SURVEY.
2. SOIL TYPE AND HYDROLOGIC GROUP IS PROVIDED FROM USDA WEB SOIL SURVEY.

N
W E
S
NORTH ARROW

0 15 30 60
GRAPHIC SCALE 1"=30 FT.

NC ENGINEERING BOARD LICENSE #: P-2743
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SECOND STREET VILLAGE

4.799 AC

308 N CHURCH STREET
HUNTERSVILLE, NC

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REVISIONS

INITIAL SUB. DATE: 06/01/2025

ISSUANCE DATE: 09/12/2025

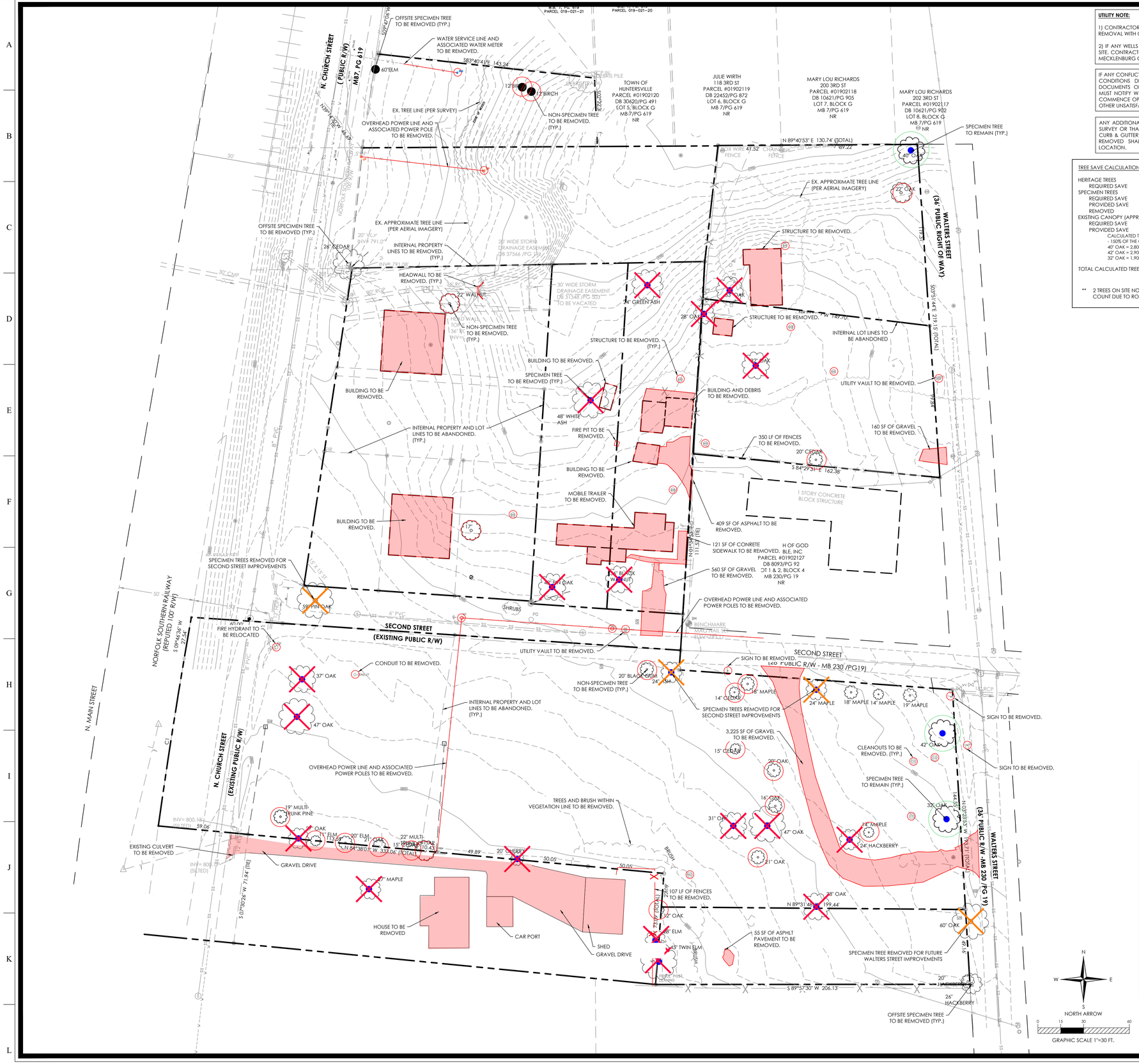
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 040108 JOSEPH A. HENSON

HFI PROJECT #: 25-00008

SLOPE ANALYSIS

RZ02

N:\25-00008 - Second Street Village\DWG\Sheets\RZ01 - SURVEY.DWG 9-12-25 08:45:50 AM mgarver



UTILITY NOTE:

1) CONTRACTOR RESPONSIBLE FOR COORDINATING ANY UTILITY REMOVAL WITH CORRESPONDING UTILITY COMPANY.

2) IF ANY WELLS AND/OR SEPTIC SYSTEMS ARE DISCOVERED ON SITE, CONTRACTOR TO COORDINATE ABANDONMENT WITH THE MECKLENBURG COUNTY HEALTH DEPARTMENT.

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY W&A-CHARLOTTE IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL CONFLICTS, DISCREPANCIES OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

ANY ADDITIONAL PAVEMENT OR CURB NOT LOCATED BY THE SURVEY OR THAT CONFLICTS WITH PROPOSED PAVEMENT AND CURB & GUTTER MUST BE REMOVED. PAVEMENT AND CURB TO REMOVED SHALL BE SAW CUT AT THE PROPOSED JOINT LOCATION.

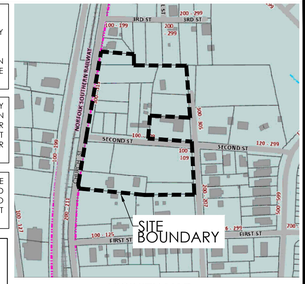
TREE SAVE CALCULATIONS

HERITAGE TREES		0 TREES
REQUIRED SAVE	= 100%	0 TREES
SPECIMEN TREES		21 TREES **
REQUIRED SAVE	= 10%	2 TREES
PROVIDED SAVE	= 12%	3 TREES
REMOVED	= 88%	18 TREES
EXISTING CANOPY (APPROX.)		44,714 SF
REQUIRED SAVE	= 10%	4,471 SF
PROVIDED SAVE	= 0%	11,400 SF

CALCULATED TREE SAVE AREA PER SAVED SPECIMEN TREES
- 150% OF THE CANOPY AREA OF EACH SPECIMEN TREE
40" OAK = 2,800 SF X 1.5 = 4,200 SF
42" OAK = 2,900 SF X 1.5 = 4,350 SF
32" OAK = 1,900 SF X 1.5 = 2,850 SF

TOTAL CALCULATED TREE CANOPY = 11,400 SF

** 2 TREES ON SITE NOT COUNTED TOWARDS TOTAL SPECIMEN TREE COUNT DUE TO ROADWAY IMPROVEMENTS



VICINITY MAP

TREE SAVE INVENTORY

SIZE	SPECIES	CLASSIFICATION	INVENTORY
60	ELM	SPECIMEN	REMOVE
12	BIRCH	NON-SPECIMEN	REMOVE
18	MAPLE	NON-SPECIMEN	KEEP
14	MAPLE	NON-SPECIMEN	KEEP
19	MAPLE	NON-SPECIMEN	KEEP
42	OAK	SPECIMEN	KEEP
15	CEDAR	NON-SPECIMEN	REMOVE
20	OAK	NON-SPECIMEN	REMOVE
16	OAK	NON-SPECIMEN	REMOVE
31	OAK	SPECIMEN	REMOVE
47	OAK	SPECIMEN	REMOVE
21	OAK	NON-SPECIMEN	REMOVE
24	HACKBERRY	SPECIMEN	REMOVE
14	MAPLE	NON-SPECIMEN	REMOVE
32	OAK	SPECIMEN	KEEP
12	OAK	OFFSITE	REMOVE
28	ELM	OFFSITE	REMOVE
45	TWIN ELM	SPECIMEN	REMOVE
38	OAK	SPECIMEN	REMOVE
60	OAK	SPECIMEN	KEEP
20	HACKBERRY	NON-SPECIMEN	KEEP
26	HACKBERRY	SPECIMEN	REMOVE

LEGEND

- EXISTING NON-SPECIMEN TREE TO BE REMOVED
- EXISTING NON-SPECIMEN TREE TO BE SAVED
- EXISTING SPECIMEN TREE TO BE REMOVED (FOR PROPOSED DEVELOPMENT)
- EXISTING SPECIMEN TREE REMOVED (DUE TO ROADWAY IMPROVEMENTS NOT COUNTED IN CALCULATIONS)
- EXISTING SPECIMEN TREE TO BE SAVED

NC ENGINEERING BOARD LICENSE #: P-2743
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SECOND STREET VILLAGE

4.799 AC

308 N CHURCH STREET
HUNTERSVILLE, NC

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REVISIONS

INITIAL SUB. DATE: 06/01/2025

ISSUANCE DATE: 09/12/2025

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT SEAL 706 TAMMY A. HENSON

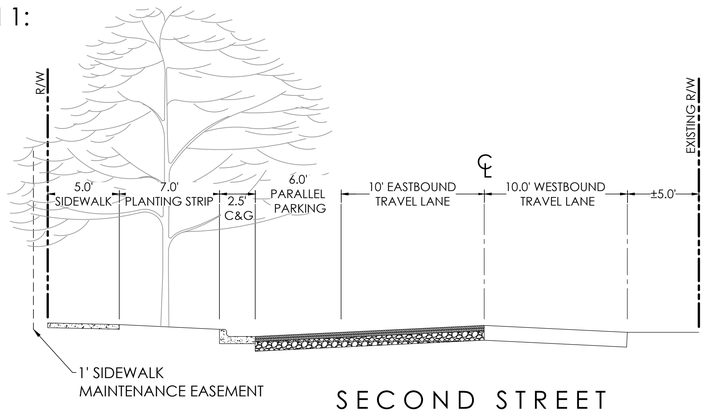
HFI PROJECT #: 25-00008

DEMO + TREE SAVE

RZ03

N:\25-00008 - Second Street Village\DWG\Sheets\RZ02 - DEMO.DWG 9-12-25 08:45:59 AM mgarver

SECTION 1:



SECOND STREET

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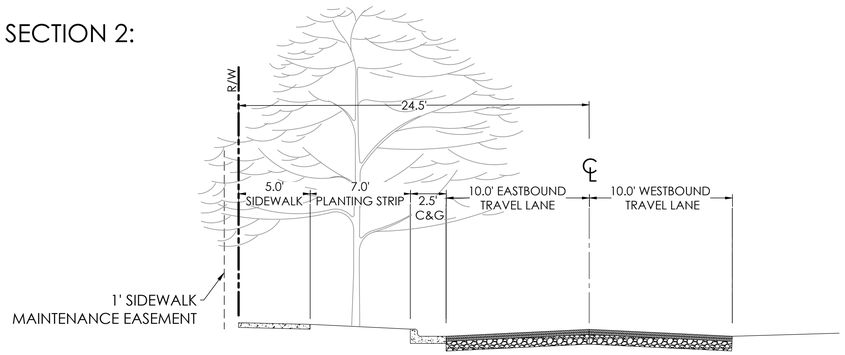
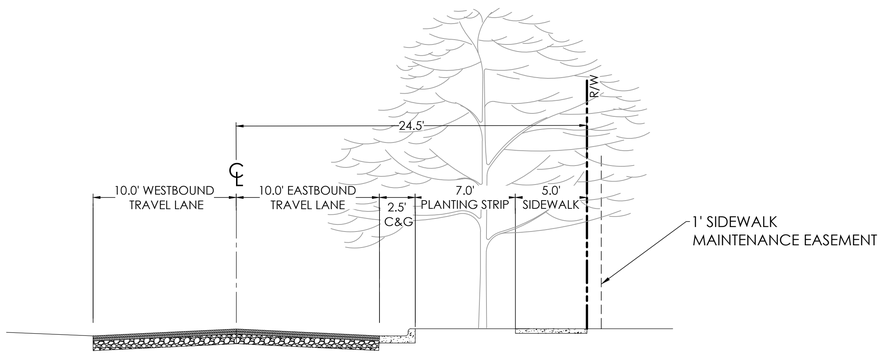


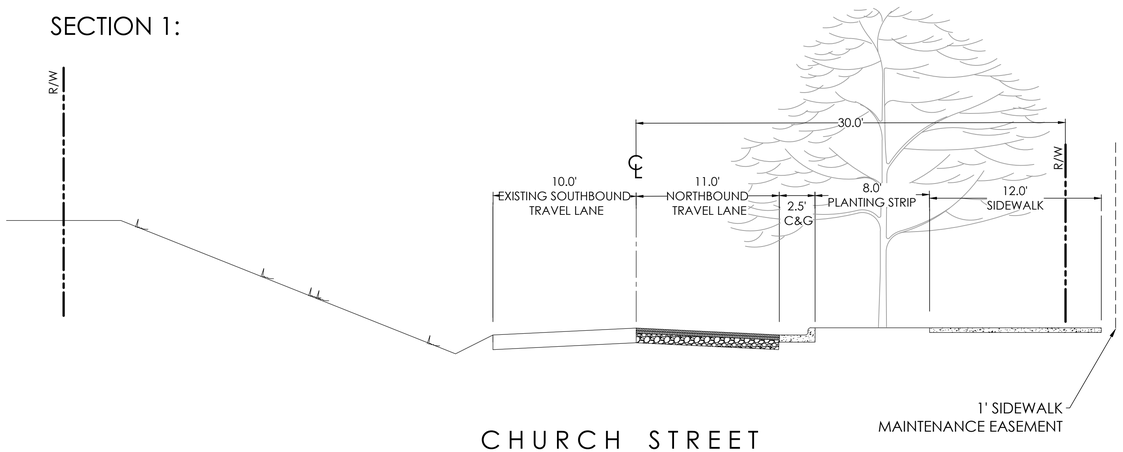
SECOND STREET

SECTION 3:



SECOND STREET

SECTION 1:



CHURCH STREET

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SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

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SECOND STREET VILLAGE

4.799 AC

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INITIAL SUB. DATE: 06/01/2025

ISSUANCE DATE: 09/12/2025

NORTH CAROLINA PROFESSIONAL LANDSCAPE ARCHITECT NO. 700 JAY A. HENSON 09/12/2025

HFI PROJECT #: 25-00008

STREET CROSS SECTIONS

RZ05

N:\25-00008 - Second Street Village\DWG\Sheets\RZ05 - STREET CROSS SECTIONS.dwg 9-12-25 08:46:12 AM mgarver

CONCEPTUAL GRADING PLAN
THIS GRADING PLAN IS CONCEPTUAL IN NATURE TO DETERMINE OVERALL CONCEPT AND CUT/FILL.

ADJUSTMENTS WILL BE MADE ONCE THE SITE PLAN HAS BEEN FINALIZED. BUILDING SWALES, FES OUTLETS, PADS ETC WILL CONTAIN DETAIL ON SUBSEQUENT SUBMITTALS AFTER THE SITE PLAN IS FINALIZED.

Pipe Table				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
PIPE 1	36"	35.40'	0.50%	RCP
PIPE 2	36"	43.88'	0.50%	RCP
PIPE 3	36"	74.39'	2.00%	RCP
PIPE 4	36"	52.32'	-2.08%	RCP
PIPE 5	36"	53.17'	-2.00%	RCP
PIPE 6	15"	36.87'	2.00%	RCP
PIPE 7	15"	221.61'	2.00%	RCP
PIPE 8	15"	179.53'	2.00%	RCP
PIPE 9	24"	4.87'	1.36%	RCP
PIPE 10	24"	54.96'	0.50%	RCP
PIPE 11	24"	72.12'	0.50%	RCP
PIPE 12	24"	55.19'	0.50%	RCP
PIPE 13	24"	67.96'	0.50%	RCP
PIPE 14	24"	98.87'	0.50%	RCP
PIPE 15	24"	68.58'	0.50%	RCP
PIPE 16	24"	101.45'	0.50%	RCP
PIPE 17	24"	205.14'	0.50%	RCP
PIPE 18	15"	50.18'	0.50%	RCP
PIPE 19	15"	84.78'	0.50%	RCP
PIPE 20	15"	90.06'	0.50%	RCP
PIPE 21	15"	64.49'	0.50%	RCP
PIPE 22	15"	78.04'	0.50%	RCP
PIPE 23	24"	134.03'	2.55%	RCP
PIPE 24	24"	89.99'	0.50%	RCP
PIPE 25	15"	135.17'	0.50%	RCP
PIPE 26	24"	36.38'	2.26%	RCP
PIPE 27	15"	50.93'	0.60%	RCP
PIPE 28	15"	101.87'	1.86%	RCP
PIPE 29	15"	136.20'	1.23%	RCP
PIPE 30	15"	23.70'	1.50%	RCP
PIPE 31	15"	121.36'	2.19%	RCP



CONCEPTUAL STORMWATER PLAN NARRATIVE:

DETENTION OF THE STORM DRAINAGE IS REQUIRED TO CONTROL THE PEAK FLOW OF THE 2-YEAR AND 10 YEAR 24-HOUR STORM EVENTS WHILE WATER QUALITY MEASURES WILL BE PROVIDED TO TREAT THE FIRST INCH OF RUNOFF.

A PRELIMINARY DESIGN HAS BEEN PROVIDED CONSISTING OF A CORRUGATED PIPE UNDERGROUND DETENTION SYSTEM. SOIL TESTING IS TO BE CONDUCTED AT A LATER TIME HOWEVER PER THE WEB SOIL SURVEY FROM THE USDA, THE SITE CONSIST OF B-CLASS HYDROLOGIC SOILS. APPROXIMATE WATER TABLE DEPTH AND SOILS CONDUCTIVITY HAVE BEEN PROVIDED FROM THESE RESULTS.

APPROXIMATE DETENTION VOLUME REQUIRED = 44,000 CF (43,7745 CF PROVIDED)
APPROXIMATE WATER QUALITY VOLUME REQUIRED = 6,897 CF
MIN. 50% OF WATER QUALITY TO BE TREATED BY A LID SCM = 3,449 CF

WATER QUALITY & LID OPTION #1

HAVE INFILTRATION TESTING CONDUCTED AT THE DETENTION SYSTEM. IF INFILTRATION RATES ARE ACCEPTABLE, USE INFILTRATION TO MEET WATER QUALITY AND LID REQUIREMENTS.

INFILTRATION RATE NEEDED BASED ON CURRENT SYSTEM FOOTPRINT = 0.336 IN/HR
APPROXIMATE INFILTRATION RATE FROM WEB SOIL SURVEY = 0.57 IN/HR TO 1.98 IN/HR

WATER QUALITY & LID OPTION #2

IF INFILTRATION RATES ARE UNACCEPTABLE TO MEET WATER QUALITY AND LID REQUIREMENTS:

1. UTILIZE A FILTER SYSTEM SUCH AS CONTECH STORMFILTER TO MEET WATER QUALITY.

   AND

2. PAY THE TOWN OF HUNTERSVILLE'S MITIGATION FEE FOR LID BUYDOWN. APPROXIMATE MITIGATION FEE = $50,731.83

WATER QUALITY & LID OPTION #3

PENDING THE RESULTS OF THE INFILTRATION TEST, PROVIDE A COMBINATION OF THE ABOVE OPTIONS. USE AS MUCH INFILTRATION AS POSSIBLE FOR WATER QUALITY AND INFILTRATION. PROVIDE FILTER SYSTEM AND PAY PORTION OF MITIGATION FEE AS NEEDED.

Structure Table	
Structure Name	Structure Details
A01-HW	(PIPE 1) INV IN = 771.000
A02-JB	RIM = 775.010 (PIPE 2) INV IN = 771.177 (PIPE 26) INV IN = 771.177 (PIPE 1) INV OUT = 771.177
A03-JB	RIM = 788.605 (PIPE 3) INV IN = 779.266 (PIPE 2) INV OUT = 771.396
A04-JB	RIM = 791.941 (PIPE 4) INV OUT = 781.884 (PIPE 3) INV OUT = 780.753
A05-JB	RIM = 795.485 (PIPE 4) INV IN = 782.973 (PIPE 5) INV OUT = 784.521
A06-JB	RIM = 796.778 (PIPE 5) INV IN = 785.583 (PIPE 6) INV IN = 787.333
A07-CI	RIM = 796.440 (PIPE 7) INV IN = 788.075 (PIPE 6) INV OUT = 788.070
A08-CI	RIM = 799.145 (PIPE 8) INV IN = 792.507 (PIPE 7) INV OUT = 792.507
A09-CI (BY OTHERS)	RIM = 801.347 (PIPE 8) INV OUT = 796.097
B01-JB	RIM = 791.427 (PIPE 9) INV IN = 777.987 (PIPE 100) INV OUT = 773.500
B02-CI	RIM = 791.584 (PIPE 20) INV IN = 778.053 (PIPE 10) INV IN = 783.221 (PIPE 9) INV OUT = 778.053
B03-GI	RIM = 793.450 (PIPE 18) INV IN = 783.496 (PIPE 11) INV IN = 783.496 (PIPE 10) INV OUT = 783.496
B05-GI	RIM = 794.405 (PIPE 31) INV IN = 783.857 (PIPE 12) INV IN = 783.857 (PIPE 11) INV OUT = 783.857
B06-CI	RIM = 796.464 (PIPE 13) INV IN = 784.133 (PIPE 12) INV OUT = 784.133
B07-CI	RIM = 796.538 (PIPE 14) INV IN = 784.473 (PIPE 13) INV OUT = 784.473
B08-GI	RIM = 798.856 (PIPE 15) INV IN = 784.887 (PIPE 23) INV IN = 784.887 (PIPE 14) INV OUT = 784.967
B09-CI	RIM = 799.281 (PIPE 16) INV IN = 785.309 (PIPE 15) INV OUT = 785.230
B10-CI	RIM = 798.260 (PIPE 17) INV IN = 785.816 (PIPE 16) INV OUT = 785.816

Structure Table	
Structure Name	Structure Details
B11-CI	RIM = 792.117 (PIPE 17) INV OUT = 786.842
C01-CI	RIM = 794.527 (PIPE 19) INV IN = 788.555 (PIPE 18) INV OUT = 783.747
C02-CI	RIM = 793.424 (PIPE 19) INV OUT = 788.979
D01-CI	RIM = 789.390 (PIPE 21) INV IN = 778.503 (PIPE 20) INV OUT = 778.503
D02-CI	RIM = 786.929 (PIPE 25) INV IN = 778.825 (PIPE 22) INV IN = 778.825 (PIPE 21) INV OUT = 778.825
D03-CI	RIM = 783.465 (PIPE 22) INV OUT = 779.215
E01-CI	RIM = 783.899 (PIPE 25) INV OUT = 779.501
EX JB	RIM = 796.778
F01-CI	RIM = 796.486 (PIPE 24) INV IN = 788.301 (PIPE 23) INV OUT = 788.301
F01-JB	RIM = 786.582 (PIPE 100) INV IN = 773.500 (PIPE 26) INV OUT = 772.000
F02-CI	RIM = 794.001 (PIPE 24) INV OUT = 788.751
G01-CI	RIM = 791.000 (PIPE 31) INV OUT = 786.517
H01-JB	RIM = 785.848 (PIPE 27) INV IN = 783.910
H02-CI	RIM = 787.243 (PIPE 28) INV IN = 784.216 (PIPE 27) INV OUT = 784.216
H03-CI	RIM = 792.170 (PIPE 29) INV IN = 786.311 (PIPE 28) INV OUT = 786.111
H04-CI	RIM = 795.385 (PIPE 30) INV IN = 788.186 (PIPE 29) INV OUT = 787.986
H05-CI	RIM = 795.332 (PIPE 30) INV OUT = 788.541

N
W E
S
NORTH ARROW

0 15 30 60
GRAPHIC SCALE 1"=30 FT.

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NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
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SECOND STREET VILLAGE

4.799 AC

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REVISIONS

INITIAL SUB. DATE: 06/01/2025

ISSUANCE DATE: 09/12/2025

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 040708 JAY A. HENSON

HFI PROJECT #: 25-00008

PRELIMINARY GRADING & DRAINAGE PLAN

RZ06

N:\25-00008 - Second Street Village\DWG\Sheets\RZ07 - GRADING.dwg 9-12-25 10:46:27 AM mgarver

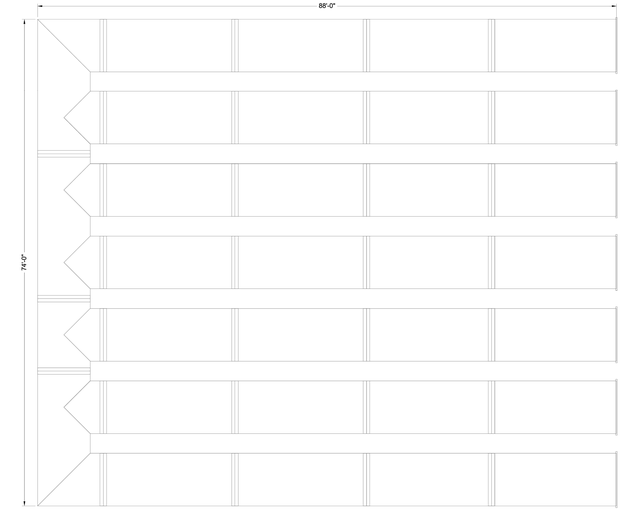
PROJECT SUMMARY

CALCULATION DETAILS
- LOADING = HS20/HS25
- APPROX. LINEAR FOOTAGE = 634 LF

STORAGE SUMMARY
- STORAGE VOLUME REQUIRED = 43,745 CF
- PIPE STORAGE VOLUME = 31,868 CF
- BACKFILL STORAGE VOLUME = 11,877 CF
- TOTAL STORAGE PROVIDED = 43,745 CF

PIPE DETAILS
- DIAMETER = 96"
- CORRUGATION = 5x1
- GAGE = 16
- COATING = ALT2
- WALL TYPE = SOLID
- BARREL SPACING = 36"

BACKFILL DETAILS
- WIDTH AT ENDS = 12"
- ABOVE PIPE = 6"
- WIDTH AT SIDES = 12"
- BELOW PIPE = 6"



ASSEMBLY
SCALE: 1" = 10'

NOTES

- ALL RISER AND STUB DIMENSIONS ARE TO CENTERLINE. ALL ELEVATIONS, DIMENSIONS, AND LOCATIONS OF RISERS AND INLETS, SHALL BE VERIFIED BY THE ENGINEER OF RECORD PRIOR TO RELEASING FOR FABRICATION.
- ALL FITTINGS AND REINFORCEMENT COMPLY WITH ASTM A998.
- ALL RISERS AND STUBS ARE $2\frac{2}{3}$" x $\frac{1}{2}$" CORRUGATION AND 16 GAGE UNLESS OTHERWISE NOTED.
- RISERS TO BE FIELD TRIMMED TO GRADE.
- QUANTITY OF PIPE SHOWN DOES NOT PROVIDE EXTRA PIPE FOR CONNECTING THE SYSTEM TO EXISTING PIPE OR DRAINAGE STRUCTURES. OUR SYSTEM AS DETAILED PROVIDES NOMINAL INLET AND/OR OUTLET PIPE STUB FOR CONNECTION TO EXISTING DRAINAGE FACILITIES. IF ADDITIONAL PIPE IS NEEDED IT IS THE RESPONSIBILITY OF THE CONTRACTOR.
- BAND TYPE TO BE DETERMINED UPON FINAL DESIGN.
- THE PROJECT SUMMARY IS REFLECTIVE OF THE DYODS DESIGN, QUANTITIES ARE APPROX. AND SHOULD BE VERIFIED UPON FINAL DESIGN AND APPROVAL. FOR EXAMPLE, TOTAL EXCAVATION DOES NOT CONSIDER ALL VARIABLES SUCH AS SHORING AND ONLY ACCOUNTS FOR MATERIAL WITHIN THE ESTIMATED EXCAVATION FOOTPRINT.
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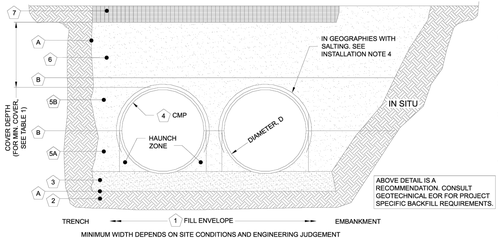
DYO84920 Second Street Rezoning
Quick concept for rezoning
Davidson, NC
DETENTION SYSTEM

PROJECT No.:	SEQ. No.:	DATE:
61823	84920	8/28/2025
DESIGNED:	DRAWN:	
DYO	DYO	
CHECKED:	APPROVED:	
DYO	DYO	
SHEET NO.:		

1



MINIMUM WIDTH DEPENDS ON SITE CONDITIONS AND ENGINEERING JUDGEMENT

TABLE 1:

DIAMETER, D	MIN. COVER	CORR. PROFILE
6"-10"	12"	1 1/2" x 1/4"
12"-48"	12"	2 2/3" x 1/2"
>48"-96"	12"	3" x 1", 5" x 1"
>96"	D/8	3" x 1", 5" x 1"

- STRUCTURAL BACKFILL MUST EXTEND TO LIMITS OF THE TABLE
- TOTAL HEIGHT OF COMPACTED COVER FOR CONVENTIONAL HIGHWAY LOADS IS MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TOP OF RIGID PAVEMENT
- ULTRAFLO ALSO AVAILABLE FOR SIZES 18" - 120" WITH 3/4"x 3/4"X 7 1/2" CORRUGATION

INSTALLATION NOTES

1. WHEN PLACING THE FIRST LIFTS OF BACKFILL IT IS IMPORTANT TO MAKE SURE THAT THE BACKFILL IS PROPERLY COMPACTED UNDER AND AROUND THE PIPE HAUNCHES.
2. OTHER ALTERNATE BACKFILL MATERIAL MAY BE ALLOWED DEPENDING ON SITE SPECIFIC CONDITIONS, AS APPROVED BY SITE ENGINEER.
3. BACKFILL USING CONTROLLED LOW-STRENGTH MATERIAL (CLSM, "FLASH FILL" OR "FLOWABLE FILL") MAY BE USED WHEN THE SPACING BETWEEN THE PIPES WILL NOT ALLOW FOR PLACEMENT AND ADEQUATE COMPACTION OF THE BACKFILL. CONTACT CONTECH FOR FURTHER EVALUATION.
4. IF SALTING AGENTS FOR SNOW AND ICE REMOVAL ARE USED ON OR NEAR THE PROJECT, A GEOMEMBRANE BARRIER IS RECOMMENDED OVER THE UPPER HALF OF THE PIPE. THE GEOMEMBRANE LINER IS INTENDED TO HELP PROTECT THE SYSTEM FROM THE POTENTIAL ADVERSE EFFECTS THAT MAY RESULT FROM A CHANGE IN THE SURROUNDING ENVIRONMENT OVER A PERIOD OF TIME. PLEASE REFER TO THE CORRUGATED METAL PIPE DETENTION DESIGN GUIDE FOR ADDITIONAL INFORMATION.

TABLE 2: SOLID STANDARD

CMP DETENTION AND CMP DRAINAGE STANDARD BACKFILL SPECIFICATIONS

	MATERIAL LOCATION	MATERIAL SPECIFICATION	DESCRIPTION	
1	FILL ENVELOPE WIDTH	PER ENGINEER OF RECORD	MINIMUM TRENCH WIDTH MUST ALLOW ROOM FOR PROPER COMPACTION OF HAUNCH MATERIALS UNDER THE PIPE. THE SUGGESTED MINIMUM TRENCH WIDTH, OR EOR RECOMMENDATION: PIPE ≤ 12": D + 16" PIPE > 12": 1.5D + 12"	MINIMUM EMBANKMENT WIDTH (IN FEET) FOR INITIAL FILL ENVELOPE: PIPE < 24": 3.0D PIPE 24" - 144": D + 4'0" PIPE > 144": D + 10'0"
2	FOUNDATION	**AASHTO 26.5.2** OR PER ENGINEER OF RECORD	PRIOR TO PLACING THE BEDDING, THE FOUNDATION MUST BE CONSTRUCTED TO A UNIFORM AND STABLE GRADE. IN THE EVENT THAT UNSUITABLE FOUNDATION MATERIALS ARE ENCOUNTERED DURING EXCAVATION, THEY SHALL BE REMOVED AND FOUNDATION BROUGHT BACK TO GRADE WITH A FILL MATERIAL APPROVED BY THE ENGINEER OF RECORD.	
3	BEDDING	**AASHTO M 43: 3, 357, 4, 467, 5, 56, 57** (APPROVED REGIONAL EQUIVALENTS INCLUDE CA-7)	ENGINEER OF RECORD TO DETERMINE IF BEDDING IS REQUIRED. PIPE MAY BE PLACED ON THE TRENCH BOTTOM OF A RELATIVELY LOOSE, NATIVE SUITABLE WELL GRADED GRANULAR MATERIAL THAT IS ROUGHLY SHAPED TO FIT THE BOTTOM OF THE PIPE, 2" MIN DEPTH. THE BEDDING MATERIAL MAY BE SUITABLE FOUNDATION SOILS CONFORMING TO AASHTO SOIL CLASSIFICATIONS A1, A2, OR A3 WITH MAXIMUM PARTICLE SIZE OF 3" PER AASHTO 26.3.8.1	
4	CORRUGATED METAL PIPE			
5A	CRITICAL BACKFILL	**AASHTO M 145: A-1, A-2, A-3** ^	HAUNCH ZONE MATERIAL SHALL BE HAND SHOVELED OR SHOVEL SLICED INTO PLACE TO ALLOW FOR PROPER COMPACTION WITHOUT SOFT SPOTS. BACKFILL SHALL BE PLACED IN 8" +/- LOOSE LIFTS AND COMPACTED TO 90% STANDARD PROCTOR PER AASHTO T 99. BACKFILL SHALL BE PLACED SUCH THAT THERE IS NO MORE THAN A THREE LIFT (24") DIFFERENTIAL BETWEEN ANY OF THE PIPES AT ANY TIME DURING THE BACKFILL PROCESS. THE BACKFILL SHOULD BE ADVANCED ALONG THE LENGTH OF THE SYSTEM TO AVOID DIFFERENTIAL LOADING. WELL GRADED GRANULAR MATERIAL WHICH MAY CONTAIN SMALL AMOUNTS OF SILT OR CLAY AND MAXIMUM PARTICLE SIZE OF 3" (PER AASHTO 26.3.8.1 AND 12.4-1.3).	
5B	BACKFILL	**AASHTO M 145: A-1, A-2, A-3**		
6	COVER MATERIAL	UP TO MIN. COVER - SEE 5A AND 5B ABOVE ABOVE MIN. COVER - PER ENGINEER OF RECORD	COVER MATERIAL MAY INCLUDE NON-BITUMINOUS, GRANULAR ROAD BASE MATERIAL WITHIN MIN COVER LIMITS	
7	RIGID OR FLEXIBLE PAVEMENT (IF APPLICABLE)	PER ENGINEER OF RECORD	FLEXIBLE PAVEMENT SHOULD NOT BE COUNTED AS PART OF THE FILL HEIGHT OVER THE CMP. FINAL BACKFILL MATERIAL SELECTION AND COMPACTION REQUIREMENTS SHALL FOLLOW THE PROJECT PLANS AND SPECIFICATIONS PER THE ENGINEER OF RECORD.	
A	OPTIONAL SIDE GEOTEXTILE	NONE	GEOTEXTILE LAYER IS RECOMMENDED ON SIDES OF EXCAVATION TO PREVENT SOIL MIGRATION.	
B	OPTIONAL GEOTEXTILE BETWEEN LAYERS	NONE	IF SOIL TYPES DIFFER AT ANY POINT ABOVE PIPE INVERT, A GEOTEXTILE LAYER IS RECOMMENDED TO BE PLACED BETWEEN THE LAYERS TO PREVENT SOIL MIGRATION.	

NOTES:
- FOR MULTIPLE BARREL INSTALLATIONS, THE RECOMMENDED STANDARD SPACING BETWEEN PARALLEL PIPE RUNS SHALL BE THE PIPE DIAMETER /2 BUT NO LESS THAN 12" FOR DIAMETERS <72". FOR 72" AND LARGER DIAMETERS, THE MINIMUM SPACING IS 36". CONTACT YOUR CONTECH REPRESENTATIVE FOR NONSTANDARD SPACING.
- ^ APPROVED REGIONAL EQUIVALENTS FOR SECTION 5A INCLUDE CA-7, CODOT #67, MIDOT 2G, 34G, OR 21AA STONE OR GRAVEL; #8; #57; MIDOT 6A, 2G, 3G, 34G.

MANUFACTURER RECOMMENDED BACKFILL

NOT TO SCALE

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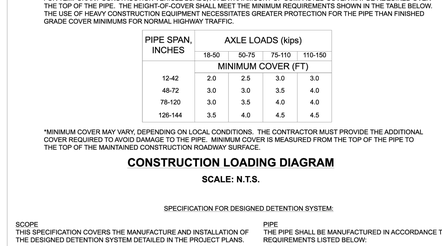
CONTECH® CMP DETENTION SYSTEMS
CONTECH DYODS DRAWING

DYO84920 Second Street Rezoning
Quick concept for rezoning
Davidson, NC
DETENTION SYSTEM

PROJECT No.:	SEQ. No.:	DATE:
61823	84920	8/28/2025
DESIGNED:	DRAWN:	
DYO	DYO	
CHECKED:	APPROVED:	
DYO	DYO	
SHEET NO.:		

1



FOR TEMPORARY CONSTRUCTION VEHICLE LOADS, AN EXTRA AMOUNT OF COMPACTED COVER MAY BE REQUIRED OVER THE TOP OF THE PIPE. THE HEIGHT-OF-COVER SHALL MEET THE MINIMUM REQUIREMENTS SHOWN IN THE TABLE BELOW. THE USE OF HEAVY CONSTRUCTION EQUIPMENT NECESSITATES GREATER PROTECTION FOR THE PIPE THAN FINISHED GRADE COVER MINIMUMS FOR NORMAL HIGHWAY TRAFFIC.

PIPE SPAN, INCHES	AXLE LOADS (kips)			
	18-50	50-75	75-110	110-150
	MINIMUM COVER (FT)			
12-42	2.0	2.5	3.0	3.0
48-72	3.0	3.0	3.5	4.0
78-120	3.0	3.5	4.0	4.0
126-144	3.5	4.0	4.5	4.5

*MINIMUM COVER MAY VARY, DEPENDING ON LOCAL CONDITIONS. THE CONTRACTOR MUST PROVIDE THE ADDITIONAL COVER REQUIRED TO AVOID DAMAGE TO THE PIPE. MINIMUM COVER IS MEASURED FROM THE TOP OF THE PIPE TO THE TOP OF THE MAINTAINED CONSTRUCTION ROADWAY SURFACE.

CONSTRUCTION LOADING DIAGRAM

SCALE: N.T.S.

SPECIFICATION FOR DESIGNED DETENTION SYSTEM:

SCOPE
THIS SPECIFICATION COVERS THE MANUFACTURE AND INSTALLATION OF THE DESIGNED DETENTION SYSTEM DETAILED IN THE PROJECT PLANS.

MATERIAL
THE MATERIAL SHALL CONFORM TO THE APPLICABLE REQUIREMENTS LISTED BELOW:

ALUMINIZED TYPE 2 STEEL COILS SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M-274 OR ASTM A-924.

THE GALVANIZED STEEL COILS SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M-218 OR ASTM A-929.

THE POLYMER COATED STEEL COILS SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M-246 OR ASTM A-742.

THE ALUMINUM COILS SHALL CONFORM TO THE APPLICABLE OF AASHTO M-197 OR ASTM B-744.

CONSTRUCTION LOADS
CONSTRUCTION LOADS MAY BE HIGHER THAN FINAL LOADS. FOLLOW THE MANUFACTURER'S OR NCSPA GUIDELINES.

NOTE:
THESE DRAWINGS ARE FOR CONCEPTUAL PURPOSES AND DO NOT REFLECT ANY LOCAL PREFERENCES OR REGULATIONS. PLEASE CONTACT YOUR LOCAL CONTECH REP FOR MODIFICATIONS.

PIPE
THE PIPE SHALL BE MANUFACTURED IN ACCORDANCE TO THE APPLICABLE REQUIREMENTS LISTED BELOW:

ALUMINIZED TYPE 2: AASHTO M-36 OR ASTM A-760

GALVANIZED: AASHTO M-36 OR ASTM A-760

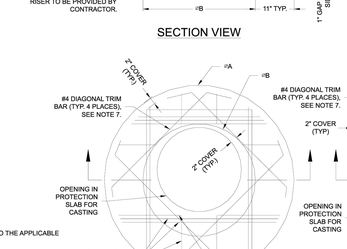
POLYMER COATED: AASHTO M-245 OR ASTM A-762

ALUMINUM: AASHTO M-196 OR ASTM B-745

APPLICABLE HANDLING AND ASSEMBLY
SHALL BE IN ACCORDANCE WITH NCSPS (NATIONAL CORRUGATED STEEL PIPE ASSOCIATION) FOR ALUMINIZED TYPE 2, GALVANIZED OR POLYMER COATED STEEL. SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS FOR ALUMINUM PIPE.

REQUIREMENTS
INSTALLATION
SHALL BE IN ACCORDANCE WITH AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, SECTION 26, DIVISION II DIVISION II OR ASTM A-798 (FOR ALUMINIZED TYPE 2, GALVANIZED OR POLYMER COATED STEEL) OR ASTM B-788 (FOR ALUMINUM PIPE) AND IN CONFORMANCE WITH THE PROJECT PLANS AND SPECIFICATIONS. IF THERE ARE ANY INCONSISTENCIES OR CONFLICTS THE CONTRACTOR SHOULD DISCUSS AND RESOLVE WITH THE SITE ENGINEER.

IT IS ALWAYS THE RESPONSIBILITY OF THE CONTRACTOR TO FOLLOW OSHA GUIDELINES FOR SAFE PRACTICES.

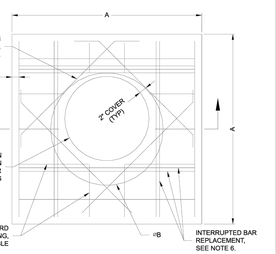


SECTION VIEW

☑ CMP RISER	A	☑ B	REINFORCING	**BEARING PRESSURE (PSF)
24"	☑ 4' 4'X4'	26"	#5 @ 12" OCEW #5 @ 12" OCEW	2,410 1,780
30"	☑ 4'-6" 4'-6" X 4'-6"	32"	#5 @ 12" OCEW #5 @ 12" OCEW	2,120 1,530
36"	☑ 5' 5' X 5'	38"	#5 @ 10" OCEW #5 @ 10" OCEW	1,890 1,350
42"	☑ 5'-6" 5'-6" X 5'-6"	44"	#5 @ 10" OCEW #5 @ 9" OCEW	1,720 1,210
48"	☑ 6' 6' X 6'	50"	#5 @ 9" OCEW #5 @ 8" OCEW	1,600 1,100

** ASSUMED SOIL BEARING CAPACITY

ROUND OPTION PLAN VIEW



SQUARE OPTION PLAN VIEW

NOTES:

1. DESIGN IN ACCORDANCE WITH AASHTO, 17th EDITION.
2. DESIGN LOAD HS25.
3. EARTH COVER = 1' MAX.
4. CONCRETE STRENGTH = 3,500 psi
5. REINFORCING STEEL = ASTM A615, GRADE 60.
6. PROVIDE ADDITIONAL REINFORCING AROUND OPENINGS EQUAL TO THE BARS INTERRUPTED, HALF EACH SIDE. ADDITIONAL BARS TO BE IN THE SAME PLANE.
7. TRIM OPENING WITH DIAGONAL #4 BARS, EXTEND BARS A MINIMUM OF 12" BEYOND OPENING, BEND BARS AS REQUIRED TO MAINTAIN BAR COVER.
8. PROTECTION SLAB AND ALL MATERIALS TO BE PROVIDED AND INSTALLED BY CONTRACTOR.
9. DETAIL DESIGN BY DELTA ENGINEERING, BINGHAMTON, NY.

MANHOLE CAP DETAIL

SCALE: N.T.S.

CMP DETENTION INSTALLATION GUIDE

PROPER INSTALLATION OF A FLEXIBLE UNDERGROUND DETENTION SYSTEM WILL ENSURE LONG-TERM PERFORMANCE. THE CONFIGURATION OF THESE SYSTEMS OFTEN REQUIRES SPECIAL CONSTRUCTION PRACTICES THAT DIFFER FROM CONVENTIONAL FLEXIBLE PIPE CONSTRUCTION. CONTECH ENGINEERED SOLUTIONS PERSONALLY SUGGESTS SCHEDULING A PRE-CONSTRUCTION MEETING WITH YOUR LOCAL SALES ENGINEER TO DETERMINE IF ADDITIONAL MEASURES, NOT COVERED IN THIS GUIDE, ARE APPROPRIATE FOR YOUR SITE.

FOUNDATION

CONSTRUCT A FOUNDATION THAT CAN SUPPORT THE DESIGN LOADING APPLIED BY THE PIPE AND ADJACENT BACKFILL WEIGHT AS WELL AS MAINTAIN ITS INTEGRITY DURING CONSTRUCTION.

IF SOFT OR UNSUITABLE SOILS ARE ENCOUNTERED, REMOVE THE POOR SOILS DOWN TO A SUITABLE DEPTH AND THEN BUILD UP TO THE APPROPRIATE ELEVATION WITH A COMPETENT BACKFILL MATERIAL. THE STRUCTURAL FILL MATERIAL GRADATION SHOULD NOT ALLOW THE MIGRATION OF FINES, WHICH CAN CAUSE SETTLEMENT OF THE DETENTION SYSTEM OR PAVEMENT ABOVE. IF THE STRUCTURAL FILL MATERIAL IS NOT COMPATIBLE WITH THE UNDERLYING SOILS AN ENGINEERING FABRIC SHOULD BE USED AS A SEPARATOR. IN SOME CASES, USING A STIFF REINFORCING GEOGRID REDUCES OVER EXCAVATION AND REPLACEMENT FILL QUANTITIES.

GEOGRID USED TO REDUCE THE AMOUNT OF UNDERCUT
BACKFILL
COVER
GEOGRID WASN'T USED
EMBANKMENT
GEOGRID
BEDDING
UNDERCUT AND REPLACE UNSUITABLE SOILS

GRADE THE FOUNDATION SUBGRADE TO A UNIFORM OR SLIGHTLY SLOPING GRADE. IF THE SUBGRADE IS CLAY OR RELATIVELY NON-POROUS AND THE CONSTRUCTION SEQUENCE WILL LAST FOR AN EXTENDED PERIOD OF TIME, IT IS BEST TO SLOPE THE GRADE TO ONE END OF THE SYSTEM. THIS WILL ALLOW EXCESS WATER TO DRAIN QUICKLY, PREVENTING SATURATION OF THE SUBGRADE.

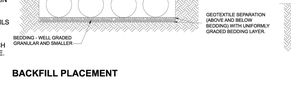
GEOMEMBRANE BARRIER

THE RESISTIVITY OF A PROJECT SITE MAY CHANGE OVER TIME DUE TO THE USE OF VARIOUS SALTING, DE-ICING, AND AGRICULTURAL AGENTS APPLIED ON OR NEAR THE AREA. TO MITIGATE THE POTENTIAL IMPACT OF THESE AGENTS, AN HDPE MEMBRANE LINER WILL BE INSTALLED ON THE CROWN OF EACH PIPE, CREATING AN IMPERMEABLE BARRIER. THIS MEASURE IS DESIGNED TO PROTECT THE SYSTEM FROM ENVIRONMENTAL CHANGES THAT COULD LEAD TO PREMATURE CORROSION AND REDUCE THE OVERALL SERVICE LIFE.

IN-SITU TRENCH WALL

IF EXCAVATION IS REQUIRED, THE TRENCH WALL NEEDS TO BE CAPABLE OF SUPPORTING THE LOAD THAT THE PIPE SHEDS AS THE SYSTEM IS LOADED. IF SOILS ARE NOT CAPABLE OF SUPPORTING THESE LOADS, THE PIPE CAN DEFLECT, PERFORM A SIMPLE SOIL PRESSURE CHECK USING THE APPLIED LOADS TO DETERMINE THE LIMITS OF EXCAVATION BEYOND THE SPRING LINE OF THE OUTER MOST PIPES.

IN MOST CASES THE REQUIREMENTS FOR A SAFE WORK ENVIRONMENT AND PROPER BACKFILL PLACEMENT AND COMPACTION TAKE CARE OF THIS CONCERN.



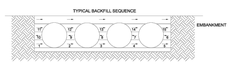
BACKFILL PLACEMENT

MATERIAL SHALL BE WORKED INTO THE PIPE HAUNCHES BY MEANS OF SHOVEL-SLICING, RODDING, AIR TAMPER, VIBRATORY ROD, OR OTHER EFFECTIVE METHODS.

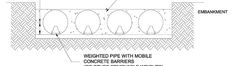
MAXIMUM UNBALANCE LIMITED TO 2 LIFTS (APPROX. 16")
PIPE A
PIPE B
PIPE C
PIPE D
EMBANKMENT
8" LOOSE LIFTS
BEDDING

IF AASHTO T99 PROCEDURES ARE DETERMINED INFEASIBLE BY THE GEOTECHNICAL ENGINEER OF RECORD, COMPACTION IS CONSIDERED ADEQUATE WHEN NO FURTHER YIELDING OF THE MATERIAL IS OBSERVED UNDER THE COMPACTOR, OR UNDER FOOT, AND THE GEOTECHNICAL ENGINEER OF RECORD (OR REPRESENTATIVE THEREOF) IS SATISFIED WITH THE LEVEL OF COMPACTION.

FOR LARGE SYSTEMS, CONVEYOR SYSTEMS, BACKHOES WITH LONG REACHES OR DRAGLINES WITH STONE BUCKETS MAY BE USED TO PLACE BACKFILL. ONCE MINIMUM COVER FOR CONSTRUCTION LOADING ACROSS THE ENTIRE WIDTH OF THE SYSTEM IS REACHED, ADVANCE THE EQUIPMENT TO THE END OF THE RECENTLY PLACED FILL, AND BEGIN THE SEQUENCE AGAIN UNTIL THE SYSTEM IS COMPLETELY BACKFILLED. THIS TYPE OF CONSTRUCTION SEQUENCE PROVIDES ROOM FOR STOCKPILED BACKFILL DIRECTLY BEHIND THE BACKHOE. AS WELL AS THE MOVEMENT OF CONSTRUCTION TRAFFIC, MATERIAL STOCKPILES ON TOP OF THE BACKFILLED DETENTION SYSTEM SHOULD BE LIMITED TO 8- TO 10-FEET HIGH AND MUST PROVIDE BALANCED LOADING ACROSS ALL BARRELS. TO DETERMINE THE PROPER COVER OVER THE PIPES TO ALLOW THE MOVEMENT OF CONSTRUCTION EQUIPMENT SEE TABLE 1, OR CONTACT YOUR LOCAL CONTECH SALES ENGINEER.



WHEN FLOWABLE FILL IS USED, YOU MUST PREVENT PIPE FLOATATION. TYPICALLY, SMALL LIFTS ARE PLACED BETWEEN THE PIPES AND THEN ALLOWED TO SET-UP PRIOR TO THE PLACEMENT OF THE NEXT LIFT. THE ALLOWABLE THICKNESS OF THE CLSM LIFT IS A FUNCTION OF A PROPER BALANCE BETWEEN THE UPLIFT FORCE OF THE CLSM, THE OPPOSING WEIGHT OF THE PIPE, AND THE EFFECT OF OTHER RESTRAINING MEASURES. THE PIPE CAN CARRY LIMITED FLUID PRESSURE WITHOUT PIPE DISTORTION OR DISPLACEMENT, WHICH ALSO AFFECTS THE CLSM LIFT THICKNESS. YOUR LOCAL CONTECH SALES ENGINEER CAN HELP DETERMINE THE PROPER LIFT THICKNESS.

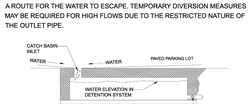


CONSTRUCTION LOADING

TYPICALLY, THE MINIMUM COVER SPECIFIED FOR A PROJECT ASSUMES H-20 LIVE LOAD. BECAUSE CONSTRUCTION LOADS OFTEN EXCEED DESIGN LIVE LOADS, INCREASED TEMPORARY MINIMUM COVER REQUIREMENTS ARE NECESSARY. SINCE CONSTRUCTION EQUIPMENT VARIES FROM JOB TO JOB, IT IS BEST TO ADDRESS EQUIPMENT SPECIFIC MINIMUM COVER REQUIREMENTS WITH YOUR LOCAL CONTECH SALES ENGINEER DURING YOUR PRE-CONSTRUCTION MEETING.

ADDITIONAL CONSIDERATIONS

BECAUSE MOST SYSTEMS ARE CONSTRUCTED BELOW-GRADE, RAINFALL CAN RAPIDLY FILL THE EXCAVATION; POTENTIALLY CAUSING FLOATATION AND MOVEMENT OF THE PREVIOUSLY PLACED PIPES. TO HELP MITIGATE POTENTIAL PROBLEMS, IT IS BEST TO START THE INSTALLATION AT THE DOWNSTREAM END WITH THE OUTLET ALREADY CONSTRUCTED TO ALLOW A ROUTE FOR THE WATER TO ESCAPE. TEMPORARY DIVERSION MEASURES MAY BE REQUIRED FOR HIGH FLOWS DUE TO THE RESTRICTED NATURE OF THE OUTLET PIPE.



CMP DETENTION SYSTEM INSPECTION AND MAINTENANCE

UNDERGROUND STORMWATER DETENTION AND INFILTRATION SYSTEMS MUST BE INSPECTED AND MAINTAINED AT REGULAR INTERVALS FOR PURPOSES OF PERFORMANCE AND LONGEVITY.

INSPECTION

INSPECTION IS THE KEY TO EFFECTIVE MAINTENANCE OF CMP DETENTION SYSTEMS AND IS EASILY PERFORMED. CONTECH RECOMMENDS ONGOING, ANNUAL INSPECTIONS. SITES WITH HIGH TRASH LOAD OR SMALL OUTLET CONTROL ORIFICES MAY NEED MORE FREQUENT INSPECTIONS. THE RATE AT WHICH THE SYSTEM COLLECTS POLLUTANTS WILL DEPEND MORE ON SITE SPECIFIC ACTIVITIES RATHER THAN THE SIZE OR CONFIGURATION OF THE SYSTEM.

INSPECTIONS SHOULD BE PERFORMED MORE OFTEN IN EQUIPMENT WASHDOWN AREAS, IN CLIMATES WHERE SANDING AND/OR SALTING OPERATIONS TAKE PLACE, AND IN OTHER VARIOUS INSTANCES IN WHICH ONE WOULD EXPECT HIGHER ACCUMULATIONS OF SEDIMENT OR ABRASIVE/CORROSIVE CONDITIONS. A RECORD OF EACH INSPECTION IS TO BE MAINTAINED FOR THE LIFE OF THE SYSTEM

MAINTENANCE

CMP DETENTION SYSTEMS SHOULD BE CLEANED WHEN AN INSPECTION REVEALS ACCUMULATED SEDIMENT OR TRASH IS CLOGGING THE DISCHARGE ORIFICE.

ACCUMULATED SEDIMENT AND TRASH CAN TYPICALLY BE EVACUATED THROUGH THE MANHOLE OVER THE OUTLET ORIFICE. IF MAINTENANCE IS NOT PERFORMED AS RECOMMENDED, SEDIMENT AND TRASH MAY ACCUMULATE IN FRONT OF THE OUTLET ORIFICE. MANHOLE COVERS SHOULD BE SECURELY SEATED FOLLOWING CLEANING ACTIVITIES. CONTECH SUGGESTS THAT ALL SYSTEMS BE DESIGNED WITH AN ACCESS/INSPECTION MANHOLE SITUATED AT OR NEAR THE INLET AND THE OUTLET ORIFICE. SHOULD IT BE NECESSARY TO GET INSIDE THE SYSTEM TO PERFORM MAINTENANCE ACTIVITIES, ALL APPROPRIATE PRECAUTIONS REGARDING CONFINED SPACE ENTRY AND OSHA REGULATIONS SHOULD BE FOLLOWED.

ANNUAL INSPECTIONS ARE BEST PRACTICE FOR ALL UNDERGROUND SYSTEMS. DURING THIS INSPECTION, IF EVIDENCE OF SALTING/DE-ICING AGENTS IS OBSERVED WITHIN THE SYSTEM, IT IS BEST PRACTICE FOR THE SYSTEM TO BE RINSED, INCLUDING ABOVE THE SPRING LINE SOON AFTER THE SPRING THAW AS PART OF THE MAINTENANCE PROGRAM FOR THE SYSTEM.

MAINTAINING AN UNDERGROUND DETENTION OR INFILTRATION SYSTEM IS EASIEST WHEN THERE IS NO FLOW ENTERING THE SYSTEM. FOR THIS REASON, IT IS A GOOD IDEA TO SCHEDULE THE CLEANOUT DURING DRY WEATHER.

THE FOREGOING INSPECTION AND MAINTENANCE EFFORTS HELP ENSURE UNDERGROUND PIPE SYSTEMS USED FOR STORMWATER STORAGE CONTINUE TO FUNCTION AS INTENDED BY IDENTIFYING RECOMMENDED REGULAR INSPECTION AND MAINTENANCE PRACTICES. INSPECTION AND MAINTENANCE RELATED TO THE STRUCTURAL INTEGRITY OF THE PIPE OR THE SOUNDNESS OF PIPE JOINT CONNECTIONS IS BEYOND THE SCOPE OF THIS GUIDE.

W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT
121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN TH



SITE DATA	
LOCATION/ PARCEL ID'S: 01902138, 01902126, 01902133, 01902128, 01902129, 01902135, 01902134, 01902125, 01902124	01903302, 01903310, 01903306, 01903315, 01902136, 01902137,
CURRENT ZONING: NR	PROPOSED ZONING: NR (CD)
CURRENT USE: SINGLE FAMILY RESIDENTIAL/VACANT	PROPOSED USE: RESIDENTIAL
CONTACT: JAY HENSON 704-577-4561	
BUILDING TYPE: SINGLE FAMILY ATTACHED, APARTMENT	

NOTES:

1. APPROVAL FOR BACKFLOW PREVENTION REQUIREMENTS IS NOT PART OF THIS REVIEW. BACKFLOW PREVENTION REVIEW ENTAILS PLAN SUBMITTAL VIA MECKLENBURG COUNTY'S CODE ENFORCEMENT PERMITTING PROCESS AT THE TIME OF APPLICATION FOR BUILDING PERMITS. BACKFLOW PROGRAM REQUIREMENTS ARE AVAILABLE AT HTTP://CHARLOTTENC.GOV/WATER/PAGES/BACKFLOWCONSTRUCTIONGUIDELINES.ASPX PLEASE CONTACT MARK KROUSE AT 704-432-5800 FOR MORE INFORMATION.
2. CUSTOMER IS RESPONSIBLE FOR STAKING SITE AS NECESSARY TO DETERMINE SERVICE LOCATIONS AND ELEVATIONS PRIOR TO CHARLOTTE WATER CONTRACTOR MOBILIZING TO INSTALL SERVICES.
3. CUSTOMER IS RESPONSIBLE FOR RELOCATING ANY APPLICABLE CONFLICTING UTILITIES NECESSARY TO COMPLETE SERVICE INSTALLATIONS

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REVISIONS

INITIAL SUB. DATE: 06/01/2025

ISSUANCE DATE: 09/12/2025

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 700 JAY A. HENSON
09/12/2025

HFI PROJECT #: 25-00008

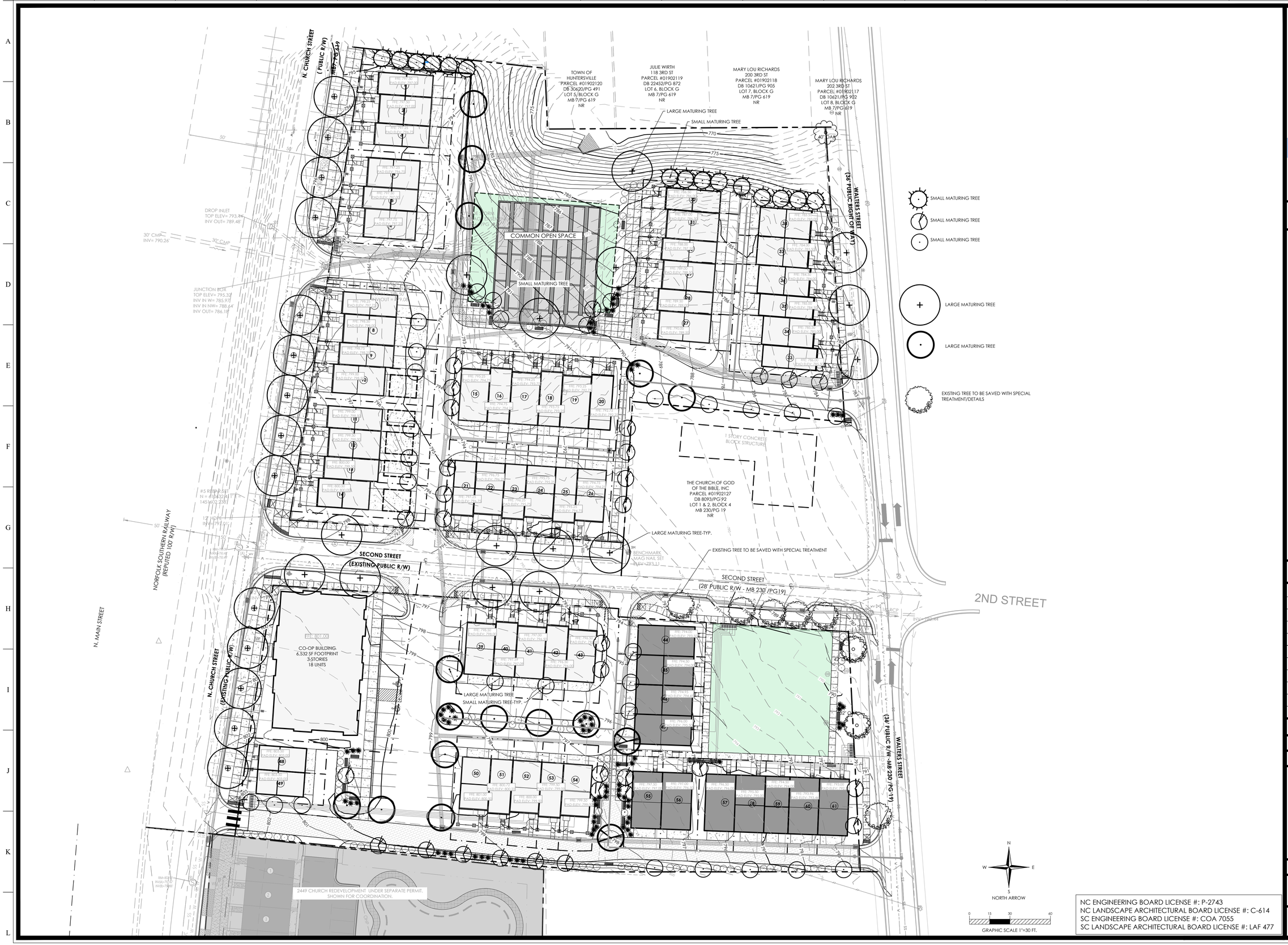
PRELIMINARY UTILITY PLAN

RZ07

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

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

N:\25-00008 - Second Street Village\DWG Sheets\RZ08 - UTILITY.dwg 9-12-25 08:46:48 AM mgarver



NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

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P: (704) 875-1615
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SECOND STREET VILLAGE

4.799 AC

308 N CHURCH STREET
HUNTERSVILLE, NC

Know what's below. Call before you dig. 811

REVISIONS

INITIAL SUB. DATE: 06/01/2025

ISSUANCE DATE: 09/12/2025

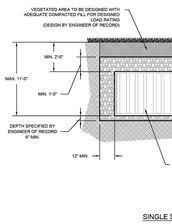
NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 700 JAY A. HENSON 09/12/2025

HFI PROJECT #: 25-00008

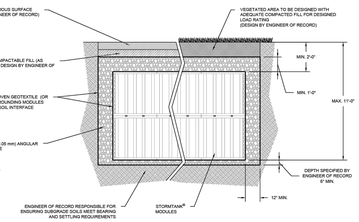
LANDSCAPE PLAN

RZ08

N:\25-00008 - Second Street Village\DWG\Sheets\RZ09 - LANDSCAPE.dwg 9-12-25 08:46:58 AM mgarver



SINGLE STACK DETAIL



DOUBLE STACK DETAIL
(25 SERIES ONLY)

NOTES:
A. REFERENCE CURRENT INSTALLATION INSTRUCTIONS FOR PROPER INSTALLATION PRACTICES.

REV	DATE	RECORD OF CHANGES	BY	APPR'D
A	02/06/25	INITIAL RELEASE-RELEASE	JKS	JKS

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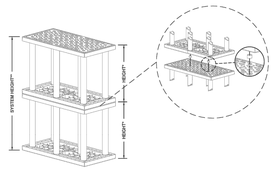
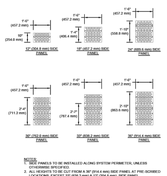
Phone: (610) 374-5109
www.StormTank.com
info@StormTank.com

Project Name: MODULE DETENTION BASIN
Title: STORMTANK MODULE

Drawn By	Sheet	Date
J.BAILEY	1 of 2	02/06/25
Drawing No. ST-MOD-002		Scale NTS



MODULE DOUBLE STACK DETAIL



SIDE PANEL DETAIL

CONFIGURATIONS:

SYSTEM HEIGHT (mm)	Layer 1	Layer 2	CAPACITY (ft³)
12" (304.8)	2012	-	4.33 cf (0.1164)
18" (457.2)	2018	-	6.44 cf (0.1824)
24" (609.6)	2024	-	8.66 cf (0.2452)
30" (762.0)	2030	-	10.99 cf (0.3061)
33" (838.2)	2033	-	11.99 cf (0.3399)
36" (914.4)	2036	-	13.19 cf (0.3736)
42" (1,067)	2012	2030	15.10 cf (0.4276)
48" (1,219)	2012	2036	17.23 cf (0.4876)
51" (1,295)	2018	2033	18.42 cf (0.5216)
54" (1,372)	2018	2036	19.50 cf (0.5522)
57" (1,448)	2024	2033	20.64 cf (0.5840)
60" (1,524)	2024	2036	21.73 cf (0.6150)
63" (1,600)	2030	2033	22.86 cf (0.6472)
66" (1,676)	2033	2033	23.97 cf (0.6786)
69" (1,753)	2033	2036	24.99 cf (0.7101)
72" (1,829)	2036	2036	26.30 cf (0.7419)

25 SERIES MODULE

MODEL	HEIGHT (mm)	CAPACITY (ft³)	NOMINAL VOID	NOMINAL WEIGHT (kg)
2012	12" (304.8)	4.310 cf (0.1194)	93.70%	17.69 lbs. (7.993)
2018	18" (457.2)	6.438 cf (0.1824)	93.30%	22.79 lbs. (10.29)
2024	24" (609.6)	8.558 cf (0.2424)	96.39%	26.39 lbs. (11.93)
2030	30" (762.0)	10.676 cf (0.3024)	96.39%	29.99 lbs. (13.59)
2033	33" (838.2)	11.966 cf (0.3389)	96.39%	29.82 lbs. (13.53)
2036	36" (914.4)	13.068 cf (0.3734)	97.38%	33.16 lbs. (15.01)

MODULE DETAIL

NOTES:
A. REFERENCE CURRENT INSTALLATION INSTRUCTIONS FOR PROPER ASSEMBLY AND INSTALLATION PRACTICES.
B. STACKING PINS REQUIRED BETWEEN MODULE LAYERS, FOR ALL STACKED SYSTEMS (SEE DETAIL).

REV	DATE	RECORD OF CHANGES	BY	APPR'D
A	02/06/25	DOUBLE STACK COMBINATION ADJUSTMENT	CDB	CDB
A	02/06/25	INITIAL RELEASE-RELEASE	JKS	JKS

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Project Name: MODULE 25 SERIES
Title: STORMTANK MODULE

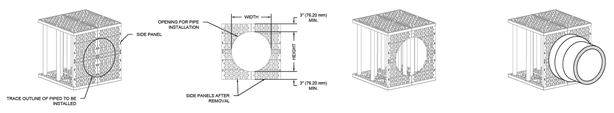
Drawn By	Sheet	Date
J.BAILEY	2 of 2	02/06/25
Drawing No. ST-MOD-001		Scale NTS

STEP 1:
LOCATE AND MARK I.D. OPENING

STEP 2:
REMOVE SIDE PANELS FROM MODULES AND CUT OPENING

STEP 3:
REINSTALL SIDE PANELS

STEP 4:
ABUT THE PIPE AND SECURE GEOTEXTILE FABRIC



DOUBLE PANEL OPENING

DIMENSION TABLE

MODULE 20 SERIES	MODULE 25 SERIES	MAX. BELL DIAMETER (mm)	MAX. OPENING HEIGHT (mm)	MAX. OPENING WIDTH (mm)
--	2512	12" (304.8)	6" (152.4)	30" (762.0)
2018	2518	18" (457.2)	12" (304.8)	30" (762.0)
2024	2524	24" (609.6)	18" (457.2)	30" (762.0)
--	2530	30" (762.0)	24" (609.6)	30" (762.0)
--	2533	33" (838.2)	27" (685.8)	30" (762.0)
2036	2536	36" (914.4)	30" (762.0)	30" (762.0)

TYPICAL CONCRETE PIPE INFORMATION

I.D. (mm)	WALL THICKNESS (mm)	BELL DIAMETER (mm)
12" (304.8)	2.00" (50.8)	16.0" (406.4)
15" (381.0)	2.25" (57.2)	19.5" (495.3)
18" (457.2)	2.50" (63.5)	23.0" (584.2)
21" (533.4)	2.75" (69.9)	26.5" (673.1)
24" (609.6)	3.00" (76.2)	30.0" (762.0)
27" (685.8)	3.25" (82.6)	33.5" (850.9)
30" (762.0)	3.50" (88.9)	37.0" (939.8)



DETAIL

NOTES:
A. REFERENCE CURRENT INSTALLATION INSTRUCTIONS FOR PROPER INSTALLATION PRACTICES.
B. IF OPENING IS GREATER THAN AS PERMITTED IN THE TABLE ABOVE, THE CONNECTION WILL NEED SPLIT INTO A MANIFOLD.

REV	DATE	RECORD OF CHANGES	BY	APPR'D
A	02/06/25	INITIAL RELEASE-RELEASE	JKS	JKS

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Project Name: CONCRETE PIPE CONNECTION DETAIL
Title: STORMTANK MODULE

Drawn By	Sheet	Date
J.BAILEY	3 of 4	02/06/25
Drawing No. ST-MOD-005		Scale NTS

CONCEPTUAL STORMWATER PLAN NARRATIVE:

DETENTION OF THE STORM DRAINAGE IS REQUIRED TO CONTROL THE PEAK FLOW OF THE 2-YEAR AND 10 YEAR 24-HOUR STORM EVENTS WHILE WATER QUALITY MEASURES WILL NE PROVIDED TO TREAT THE FIRST INCH OF RUNOFF.

A PRELIMINARY DESIGN HAS BEEN PROVIDED VIA UNDERGROUND DETENTION. THERE WILL BE NO PERMEABLE PAVERS WITH THIS DESIGN. THE SOUTHERN SITE WILL BE PIPED TO THE NORTHERN SITE AND DETAINED. THE WATER WILL BE DISCHARGED TO THE EXISTING DITCH NEAR THE NORTH PROPERTY LINE OF THE SITE. SOIL TESTING IS TO BE CONDUCTED AT A LATER TIME HOWEVER PER THE WEB SOIL SURVEY FROM THE USDA, THE SITE CONSIST OF B-CLASS HYDROLOGIC SOILS. APPROXIMATE WATER TABLE DEPTH AND SOILS CONDUCTIVITY HAVE BEEN PROVIDED FROM THESE RESULTS.

THE PROPOSED UNDERGROUND DETENTION SYSTEM WILL CONSIST OF 72" STORMTANK MODULES ON A 4" STONE BASE AND MINIMUM OF 12" STONE COVER. 37,905 CUBIC FEET OF STORAGE SHALL BE PROVIDED BETWEEN THE MODULES AND STONE. THE SYSTEMS FOOTPRINT WILL BE APPROXIMATELY 6,200 SF.

CONCEPTUAL GRADING PLAN
THIS GRADING PLAN IS CONCEPTUAL IN NATURE TO DETERMINE OVERALL CONCEPT AND CUT/FILL.

ADJUSTMENTS WILL BE MADE ONCE THE SITE PLAN HAS BEEN FINALIZED. BUILDING SWALES, FES OUTLETS, PADS ETC WILL CONTAIN DETAIL ON SUBSEQUENT SUBMITTALS AFTER THE SITE PLAN IS FINALIZED.



NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

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SECOND STREET VILLAGE

4.799 AC

308 N CHURCH STREET
HUNTERSVILLE, NC

Know what's below. Call before you dig. 811

REVISIONS

INITIAL SUB. DATE: 06/01/2025

ISSUANCE DATE: TBD



HFI PROJECT #: 25-00008

ALTERNATE DRAINAGE EXHIBIT

R706.1

N:\25-00008 - Second Street Village\DWG Sheets\R(07 - GRADING.dwg 8-11-25 12:33:37 PM tlallova

Second Street Village

Neighborhood Meeting

07/31/2025

The meeting was called to order at 6:05 PM by Jay Henson, Project Owner/Developer. Also in attendance were Tess Fallova, with W&A Engineering, and Nathan Farber, Town Planner along with Brian Richards, Town Planning Director. 10 people attended in-person. Mr. Henson gave a presentation of the overall rezoning request, project context and proposed colored site plan. He then opened up the floor to questions. Most of the questions and concerns centered on the traffic impacts construction would have on the local residents. Several homeowners noted there are already traffic problems with the Vermillion Village construction and the shutting down of local streets. There were also some concerns of stormwater runoff to adjacent properties and the removal of larger trees.

<u>Below are a few questions that were asked and they were addressed:</u>

-I see the outfall of the existing bypass pipe and the new outfall for the detention is aiming towards the property to the north. How is this going to be mitigated so flooding and erosion is not an issue for the homeowner?

Response: The existing bypass currently discharges into that ravine, so we are following the existing flow pattern. The proposed stormwater detention is required to discharge at less than or equal to the current flow. We are also required to keep our velocity lower than 5 fps. A drop MH at the outfall will help alleviate the velocity of this flow. A flat riprap apron will also help to dissipate flow.

-What are you going to do about the large specimen trees on site. Are you saving any of them?

Response: We have adjusted some grading to save as many healthy specimen trees as possible. Brian Richards at the Town spoke up that, several of the trees they are referring to are not healthy and will need to be removed regardless due to the improvements the Town is requiring on Church Street and the Town improvements to Walters Street.

-Is Second Street going to be closed down during construction? Currently the construction from Vermillion Village is causing Metrolina Semi Trucks to take these roads.

Response: Even though we are required to do road widening, second street would not be closed for construction. Construction Traffic will most likely be concentrated to Church Street.

-What are you doing about the grade change from the property to the south. How far away are the most southern townhomes from my property line?

Response: We are lower than the property to the South so there is no worry about our site runoff getting to your property. The Townhome units are roughly 28' from the property line.

-Is there anyway to save the 40" Oak along Walters Street.

Response: Unfortunately, this tree is very close to the existing road and the Walters Street improvements by the Town will be removing this tree.

-Property Owner were concerned about tree canopy lost by removing all of these large trees.

Response: The Town has strict tree planting standards so even though we will be removing some larger trees, the overall gain in tree canopy will be greater. It will just take 10-20 years to see real change. Brian Richards chimed in and stated that if you look at the overall tree canopy from Meck County Time machine 30-40 years ago, it has actually increased due to the Town's standards for tree planting. A lot of these specimen trees are not healthy or are close to the end of their life cycles so replanting new healthy trees will in return create a much larger tree canopy.

-Meeting Attendees liked that the proposed open space/pockets parks would be open to the public.

-Meeting Attendees liked that the southern parcel is incorporating attainable housing and would be donated back to a non-profit organization.

The meeting was adjourned at 7:28 pm .

Town Engineering Rezoning Comment Summary
R25-08 Second Street Village Rezoning
204 N Church Street
Huntersville, NC 28070

General Project Information

This proposed rezoning is located on the east side of N Church Street and encompasses a number of parcels in between First & Second Street. This rezoning plans for one (1) apartment building totaling fifteen (15) units, and sixty-one (61) attached townhome units. Driveway connections are proposed onto N. Church St., Second St., and the future Walters St. extension.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

1) A TIA was not required as part of this proposed rezoning due to not meeting trip generation thresholds.

Site Plan Comments:

1) *Update- This has been addressed as of plan submitted 9/12/25* The applicant has selected permeable pavement as the site's permanent stormwater control measure (SCM). **However, the site does not satisfy the design requirements for permeable pavement outlined in the Charlotte-Mecklenburg SCM Design Manual.** For permeable pavement to be an acceptable method of stormwater control, the site must comply with a ratio of built-upon area (BUA) to permeable pavement area of **1:1**. The current site plan proposes a BUA to permeable pavement ratio of **1.87:1**.
2) * Update- This has been addressed as of plan submitted on 9/12/25* Upon revision of the SCM, updated routing calculations (WQV & 50-year) will need to be provided to demonstrate adequate preliminary sizing.

Traffic Impact Analysis (TIA)
Application for Determination of TIA Need

Article 14.2 of the Zoning Ordinance requires that a Traffic Impact Analysis (TIA) be performed for any residential subdivision, multifamily site plan, or non-residential development, or portion thereof, which is expected to create one hundred (150) or more peak hour vehicle trips or 1,500 or more daily trips.

In order to determine whether a TIA will be required for your proposed development, please fill out the form below and submit to the Planning Department. A "Determination of TIA Need" will be made within 10 working days.

Applicant: Jay Henson

Project Name: Second Street Village

Project Address: Second Street between Church and Walters, and Church Street North of Second Street

Project Description (including square footage for each proposed land use):
The project consists of 1 apartment building of approximately 20,000 sf which will house 18 2 BR units. In addition 61 Townhomes 2-3 bedrooms each

Applicant

Printed Name Jay Henson/Brian Hines Phone 704-577-4561

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☑ Other: Soon to be LLC

Signature Jay A Henson

Title _____ Email jhenson@waengineering.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 8/21/25

Daily Trips Anticipated 608

Peak Hour Trips Anticipated AM 42 **PM** 42

TIA Required (Yes/No) No

Date of Determination: 8/22/25

Comments: Determination based on 61 single family attached housing units plus 18 affordable housing units with income restrictions.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Brian Hines and Jay Henson ("Buyer"), and the **Town of Huntersville, North Carolina**, a North Carolina **municipality ("**Seller"). A fifty percent (50%) ownership interest shall be conveyed to each Buyer.

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

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

(a) "**Property": Approximately 1.68 acres**, consisting of all of the following tax parcels: PIDs **01903310, 01903306, and 01903315**; as generally shown on **Exhibit A**, attached hereto and incorporated herewith by reference, together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

$340,000.00 (b) **"Purchase Price"** shall mean the sum of **Three Hundred Forty Thousand** Dollars,

payable on the following terms:

$17,000.00 (i) **"Earnest Money"** shall mean **Seventeen Thousand** Dollars

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with **The Huntersville Town Clerk** (Janet Pierson- "Escrow Agent"), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

❑ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND:** ***(check only ONE box)***

❑ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is:)**

❑ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

$ N/A (ii) **Proceeds of a new loan** in the amount of _____ _____Dollars for a term of _____years, with an amortization period not to exceed_____years, at an interest rate not to exceed _____% per annum with mortgage loan discount points not to exceed_____% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

$N/A (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____Dollars being payable over a term of_____years, with an amortization period of_years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____percent (_____%) per annum in the amount of $_____ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note**

and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

$N/A (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $_____ and evidenced by a note bearing interest at the rate of_____percent (_____%) per annum, and a current payment amount of $_____.

$323,000.00 (v) **Cash, balance of Purchase Price**, at Closing in the amount of **Three Hundred Twenty-three Thousand** Dollars.

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before **30 days after the end of Examination Period as defined herein.**

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller and after approval by the Huntersville Board of Commissioners.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on the date that is **90 days after the Contract Date.** ***TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.***

(g) **"Broker(s)"** shall mean:

None (N/A) ("Listing Agency"),

_____("Listing Agent" – License #_____)

Acting as: ❑ Seller's Agent; ❑ Dual Agent

And ("Selling Agency"),

N/A ("Selling Agent"- License #_____)

Acting as: [] Buyer's Agent; ❑ Seller's (Sub)Agent; ❑ Dual Agent

(h) **"Seller's Notice Address"** shall be as follows:

Anthony Roberts, Town Manager Town of Huntersville
P.O. Box 664
Huntersville, NC 28078

e-mail address:_____fax number:_____

except as same may be changed pursuant to Section 12.

(i) **"Buyer's Notice Address"** shall be as follows:
Brian Hines
121 Gilead Road
Huntersville, NC 28078

e-mail address: Brian@HinesRE.com fax number:_____

except as same may be changed pursuant to Section 12.

[X] (j) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to** draft conditions or contingencies to this Agreement.)

❑ (k) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: [none].

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: [none].

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** [intentionally deleted]

(b) **Qualification for Assumption**: [intentionally deleted]

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition**: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) Inspections: Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval

of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

[X] If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

❑ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C;**

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §l32l) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §l317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event that Seller accepts a third-party offer to purchase the Property, resulting from the "Negotiated Offer, Advertisement and Upset Bid" Process contemplated by N.C.G.S. 160A-269, then the Earnest Money shall be immediately refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to

the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws

(a)**Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv)above, if any): NONE

_____.

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) .a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b)**Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c)**Owners' Association**: If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

❑ **EIFS/SYNTHETIC STUCCO**: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Date: _____

Buyer: Brian Hines

By: _____

Buyer: Jay Henson

By: _____

Date: _____

Seller: **Town of Huntersville** [SEAL]

By: _____
Town Manager

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

_____

(Name of Escrow Agent)

Date:_____ By: _____

Escrow Agent's contact/notice information is as follows:

_____

_____

e-mail address: fax number:

except as same may be changed pursuant to Section 12.

Exhibit A

General Description of Property

Tract 1

BEING all of Lot No. 1 of the Lands of Town of Huntersville DB 30620/PG 491 and DB 30620/PG 488 shown on a plat thereof prepared by Dunbar Geomatics, recorded Plat Book 74 at Page 993, Mecklenburg County Registry, which said plat is made a part hereof and is referred to for a description of said lands as further described below.

A PORTION OF THE LANDS OF TOWN OF HUNTERSVILLE, AS DESCRIBED IN DEED BOOK 30620, PAGE 491, AS RECORDED IN THE PUBLIC REGISTRY OF MECKLENBURG COUNTY, NORTH CAROLINA, SAID LANDS LYING IN THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT “LEAD”, HAVING NC GRID COORDINATES OF N 609121.472 US FEET AND E 1446787.579 US FEET, NAD 83 / 2011, AVERAGE COMBINED GRID FACTOR 0.999843940;

THENCE N 74°14'56" E A GROUND DISTANCE OF 4965.19 FEET TO A FOUND # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF TONY ERIC BRANNON & RHONDA KIM HERRON BRANNON, AS DESCRIBED IN DEED BOOK 4531, PAGE 810 OF SAID PUBLIC REGISTRY, SAID REBAR ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE N 84°38'01" W ALONG SAID COMMON LINE A DISTANCE OF 59.06 FEET TO A POINT IN THE CENTERLINE OF THE NORFOLK AND SOUTHERN RAILWAY, A REPUTED 100’ WIDE RIGHT OF WAY, COMMON CORNER WITH SAID BRANNON LANDS;

THENCE ALONG THE CENTERLINE OF SAID RAILROAD WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 3713.94 FEET, AN ARC LENGTH OF111.12 FEET AND BEING SUBTENDED BY A CHORD BEARING N 08°46'24" E 111.12 FEET TO A POINT;

THENCE CONTINUE ALONG SAID CENTERLINE N 09°46'36" E A DISTANCE OF 27.54 FEET TO A POINT IN THE CENTERLINE OF SECOND STREET, AN EXISTING PUBLIC RIGHT OF WAY;

THENCE S 86°08'03" E ALONG THE CENTERLINE OF SAID SECOND STREET, PASSING THROUGH A SET MAG NAIL AT DISTANCE OF 60.00 FEET FOR A TOTAL DISTANCE OF 173.12 FEET TO A SET MAG NAIL;

THENCE LEAVING SAID CENTERLINE S 09°01'29" W ON A NEW LINE A DISTANCE OF 143.20 FEET TO A SET # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF SAID BRANNON;

THENCE N 84°38'01" W ALONG THE COMMON LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491 AND SAID BRANNON LANDS, A DISTANCE OF 113.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED CONTAINING 24,348 SQUARE FEET OR 0.559 ACRES OF LAND;

ALL AS SHOWN ON A RECOMBINATION PLAT OF THE LANDS OF THE TOWN OF HUNTERSVILLE, DB 30620 /PG 491 AND DB 30620 /PG 488, HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA, PREPARED BY DUNBAR GEOMATICS GROUP, PLLC, DATED 01/02/2025.

Tract 2

BEING all of Lot No. 2 of the Lands of Town of Huntersville DB 30620/PG 491 and DB 30620/PG 488 shown on a plat thereof prepared by Dunbar Geomatics, recorded Plat Book 74 at Page 993, Mecklenburg County Registry, which said plat is made a part hereof and is referred to for a description of said lands as further described below.

A PORTION OF THE LANDS OF TOWN OF HUNTERSVILLE, AS DESCRIBED IN DEED BOOK 30620, PAGE 491, AND DEED BOOK 30620, PAGE 488, ALL AS RECORDED IN THE PUBLIC REGISTRY OF MECKLENBURG COUNTY, NORTH CAROLINA, SAID LANDS LYING IN THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT “LEAD”, HAVING NC GRID COORDINATES OF N 609121.472 US FEET AND E 1446787.579 US FEET, NAD 83 / 2011, AVERAGE COMBINED GRID FACTOR 0.999843940;

THENCE N 74°14'56" E A GROUND DISTANCE OF 4965.19 FEET TO A FOUND # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF TONY ERIC BRANNON & RHONDA KIM HERRON BRANNON, AS DESCRIBED IN DEED BOOK 4531, PAGE 810 OF SAID PUBLIC REGISTRY;

THENCE S 84°38'01" E ALONG SAID COMMON LINE A DISTANCE OF 113.59 FEET TO SET # 5 REBAR, SAID REBAR BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE N 09°01'29" E ON A NEW LINE A DISTANCE OF 143.20 FEET TO A SET MAG NAIL IN THE CENTERLINE OF SECOND STREET, AN EXISTING PUBLIC RIGHT OF WAY;

THENCE S 86°08'03" E ALONG THE CENTERLINE OF SAID SECOND STREET, A DISTANCE OF 148.50 FEET TO A POINT;

THENCE LEAVING SAID CENTERLINE S 04°15'37" W A DISTANCE OF 12.89 FEET TO A SET # 5 REBAR ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID SECOND STREET (FORMERLY EAST 6TH STREET), A 28’ WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE PLAT OF H. J. WALKER PROPERTY AS RECORDED IN MAP BOOK 230, PAGE 19 OF SAID PUBLIC REGISTRY, ALSO BEING THE NORTHWESTERLY CORNER OF LOT 9, BLOCK 3 OF SAID WALKER PLAT;

THENCE S 85°52'32" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, AND THE NORTHERLY LINE OF SAID LOT 9 A DISTANCE OF 179.74 FEET TO A SET # 5 REBAR AT THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY RIGHT OF WAY LINE OF WALTERS STREET (FORMERLY WALKER STREET), A 36 FOOT WIDE RIGHT OF WAY AS SHOWN ON SAID WALKER PLAT, SAID INTERSECTION BEING THE NORTHEASTERLY CORNER OF SAID LOT 9;

THENCE S 03°23'53" E ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE EASTERLY LINE OF LOTS 7, 8 AND 9, BLOCK 3 OF SAID WALKER PLAT A DISTANCE OF 144.55 FEET TO A SET # 5 REBAR AT THE SOUTHEASTERLY CORNER OF SAID LOT 7, COMMON CORNER WITH THE LANDS OF THE TOWN OF HUNTERSVILLE, AS RECORDED IN DEED BOOK 30620, PAGE 491 OF SAID PUBLIC REGISTRY;

THENCE N 89°31'48" W ALONG THE SOUTHERLY LINE OF SAID LOT 7, COMMON LINE WITH SAID TOWN OF HUNTERSVILLE, A DISTANCE OF 199.44 FEET TO A SET # 5 REBAR AT THE SOUTHWESTERLY CORNER OF SAID LOT 7, COMMON CORNER WITH SAID TOWN OF HUNTERSVILLE AND SAID BRANNON LANDS;

THENCE N 04°15'37" E ALONG THE WESTERLY LINE OF SAID LOT 7, COMMON LINE WITH SAID BRANNON LANDS, A DISTANCE OF 22.09 FEET TO A FOUND # 5 REBAR, COMMON CORNER WITH SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491 AND SAID BRANNON LANDS;

THENCE N 84°38'01" W ALONG THE COMMON LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491 AND SAID BRANNON LANDS, PASSING THROUGH FOUND # 5 REBARS AT DISTANCES OF 50.05 FEET, 100.10 FEET, 149.99 FEET, FOR A TOTAL DISTANCE OF 160.42 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 50,766 SQUARE FEET OR 1.165 ACRES OF LAND;

ALL AS SHOWN ON A RECOMBINATION PLAT OF THE LANDS OF THE TOWN OF HUNTERSVILLE, DB 30620 /PG 491 AND DB 30620 /PG 488, HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA, PREPARED BY DUNBAR GEOMATICS GROUP, PLLC, DATED 01/02/2025.

Tract 3

Tax Parcel ID: 01903315

BEING ALL of Lot 6, Block 3 of the H.J. Walker property, as same is shown on map thereof recorded in Map Book 230, Page 19, Mecklenburg County Public Registry.

Exhibit B

Additional Terms

The following additional terms are made a part of the above-referenced Agreement for Purchase and Sale of Real Property ("Agreement") by specific reference thereto and, to the extent this Exhibit differs from the Agreement, this Exhibit shall control.

Any assignment of this Agreement must be approved in writing by the Seller, such approval not to be unreasonably withheld.

This conveyance is made upon the express limitation, restriction, and condition that the Buyer shall improve and convey one parcel or portion thereof (an "Improved Attainable Housing Parcel") from the Property conveyed pursuant to this Agreement to a non-profit entity for the purpose of constructing and providing for lease at least fifteen (15) attainable housing apartment units for persons earning no more than 120% of the local area median income as published by HUD for the Charlotte-Concord-Gastonia NC-SC HUD Metro FMR Area.

For purposes of this Agreement, an Improved Attainable Housing Parcel shall be defined as a site with 24 associated parking spaces constructed on or off-site and consisting of a graded building pad of at least 7,000 square feet that is suitable for construction thereon of a three (3) story apartment building in compliance with the Town of Huntersville Zoning Ordinance. All required stormwater and drainage facilities for the apartment building to be constructed on the Improved Attainable Housing Parcel shall be installed by the Buyer, on or off-site, prior to the conveyance of the parcel to a non-profit entity.

If an Improved Attainable Housing Parcel is not donated to a non-profit entity and is not so utilized by the non-profit for the above-stated purpose of providing for lease at least 15 attainable housing apartment units within a period of seven (7) years from the date of the conveyance by Seller to Buyer of the Property, title to the area as described on Exhibit C attached hereto and incorporated herein shall automatically revert to the Seller in fee simple.

The conveyance of the Improved Attainable Housing Parcel by Buyer to the non-profit entity shall contain deed restrictions limiting the use of the Improved Attainable Housing Parcel to the purposes set forth herein in perpetuity. Seller reserves the right to approve the deed restrictions included in Buyer's conveyance of the Improved Attainable Housing Parcel to the non-profit entity, with written approval not to be unreasonably withheld.

The limitations, restrictions, and conditions set forth above shall be included as a deed restriction in the documents conveying the Property to Buyer.

Exhibit C

Description of Reversionary Interest

BEING all of Lot No. 1 of the Lands of Town of Huntersville DB 30620/PG 491 and DB 30620/PG 488 shown on a plat thereof prepared by Dunbar Geomatics, recorded Plat Book 74 at Page 993, Mecklenburg County Registry, which said plat is made a part hereof and is referred to for a description of said lands as further described below.

A PORTION OF THE LANDS OF TOWN OF HUNTERSVILLE, AS DESCRIBED IN DEED BOOK 30620, PAGE 491, AS RECORDED IN THE PUBLIC REGISTRY OF MECKLENBURG COUNTY, NORTH CAROLINA, SAID LANDS LYING IN THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT “LEAD”, HAVING NC GRID COORDINATES OF N 609121.472 US FEET AND E 1446787.579 US FEET, NAD 83 / 2011, AVERAGE COMBINED GRID FACTOR 0.999843940;

THENCE N 74°14'56" E A GROUND DISTANCE OF 4965.19 FEET TO A FOUND # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF TONY ERIC BRANNON & RHONDA KIM HERRON BRANNON, AS DESCRIBED IN DEED BOOK 4531, PAGE 810 OF SAID PUBLIC REGISTRY, SAID REBAR ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE N 84°38'01" W ALONG SAID COMMON LINE A DISTANCE OF 59.06 FEET TO A POINT IN THE CENTERLINE OF THE NORFOLK AND SOUTHERN RAILWAY, A REPUTED 100’ WIDE RIGHT OF WAY, COMMON CORNER WITH SAID BRANNON LANDS;

THENCE ALONG THE CENTERLINE OF SAID RAILROAD WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 3713.94 FEET, AN ARC LENGTH OF111.12 FEET AND BEING SUBTENDED BY A CHORD BEARING N 08°46'24" E 111.12 FEET TO A POINT;

THENCE CONTINUE ALONG SAID CENTERLINE N 09°46'36" E A DISTANCE OF 27.54 FEET TO A POINT IN THE CENTERLINE OF SECOND STREET, AN EXISTING PUBLIC RIGHT OF WAY;

THENCE S 86°08'03" E ALONG THE CENTERLINE OF SAID SECOND STREET, PASSING THROUGH A SET MAG NAIL AT DISTANCE OF 60.00 FEET FOR A TOTAL DISTANCE OF 173.12 FEET TO A SET MAG NAIL;

THENCE LEAVING SAID CENTERLINE S 09°01'29" W ON A NEW LINE A DISTANCE OF 143.20 FEET TO A SET # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF SAID BRANNON;

THENCE N 84°38'01" W ALONG THE COMMON LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491 AND SAID BRANNON LANDS, A DISTANCE OF 113.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED CONTAINING 24,348 SQUARE FEET OR 0.559 ACRES OF LAND;

ALL AS SHOWN ON A RECOMBINATION PLAT OF THE LANDS OF THE TOWN OF HUNTERSVILLE, DB 30620 /PG 491 AND DB 30620 /PG 488, HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA, PREPARED BY DUNBAR GEOMATICS GROUP, PLLC, DATED 01/02/2025.

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Principal Planner

Subject: Petition #R25-11 Long Creek Retail

EXPLAIN REQUEST:

Rezone approximately 4.39-acres at 8900 Beatties Ford Road (PIN 01526434) and 9000 Beatties Ford Road (PIN 01526435) from Highway Commercial-Conditional District (HC-CD) to Highway Commercial-Conditional District (HC-CD) and Rural to replace the current CD Rezoning R08-01 to allow for a convenience store with a gas canopy and another commercial building where a drug store retail site was previously approved.Parcel 01526435 would revert back to its pre 2008 Rural zoning designation.

ACTION RECOMMENDED:

Consider a decision

FINANCIAL IMPLICATIONS:

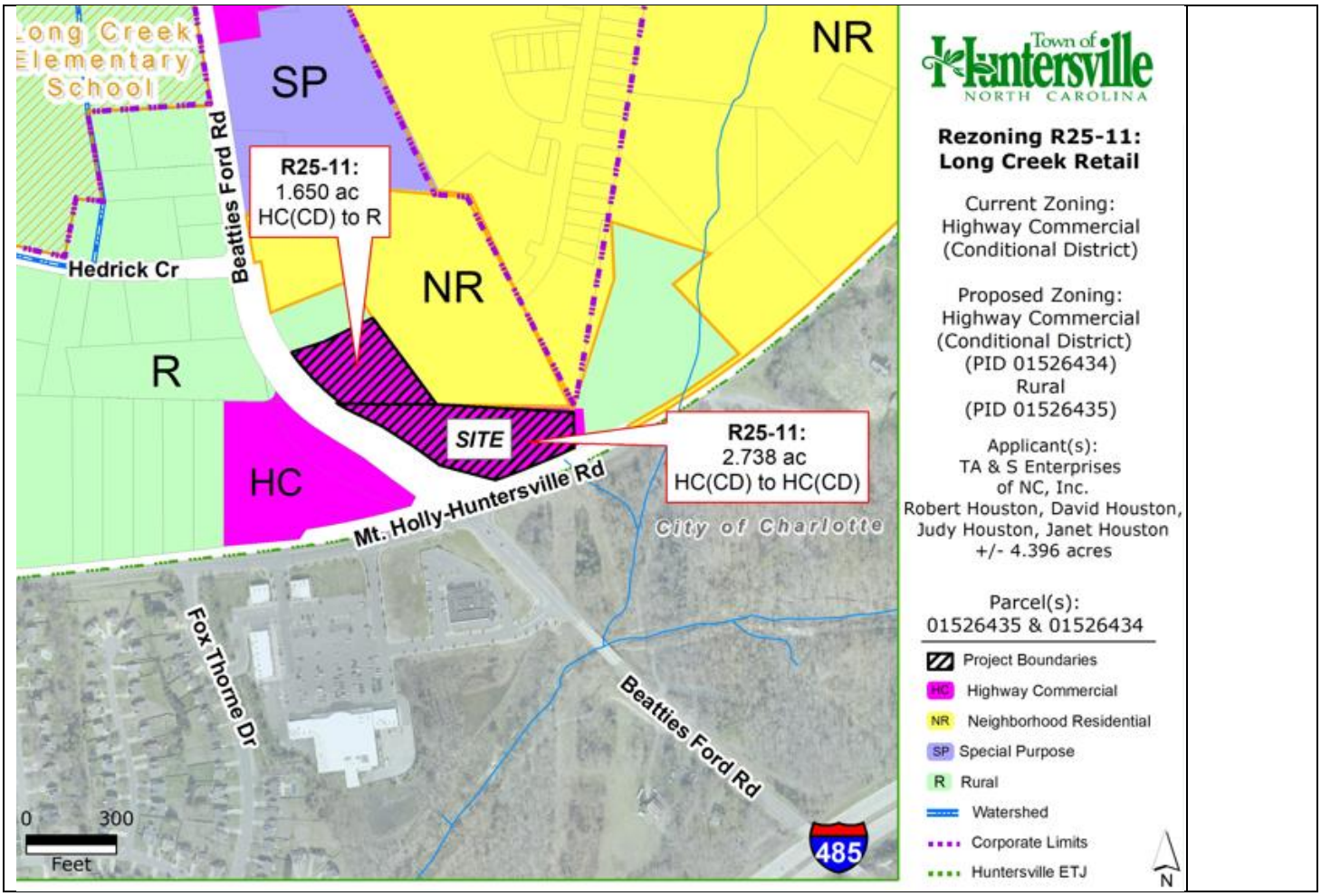
N/A

ATTACHMENTS:

1. R25-11 Final 10-21-25 Staff Report
2. GeneralApplication-Signed
3. Long Creek Retail ENG_Final Action_2025 1013
4. LongCreek-10-6-25
5. CommunityMeetingReport Long Creek

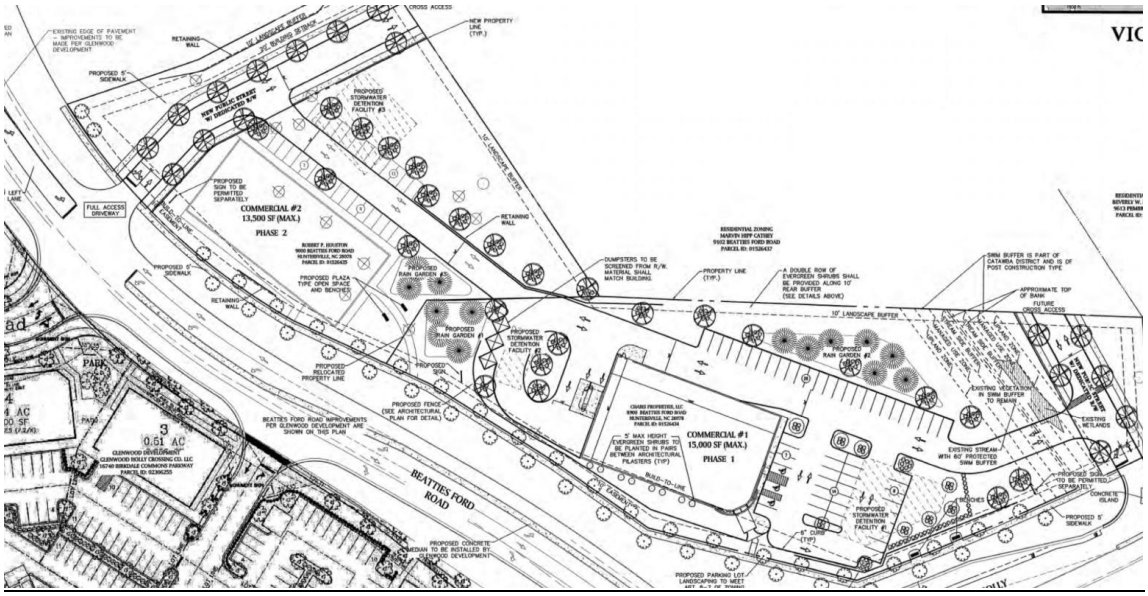
Petition R25-11
Long Creek Retail

PART 1: PROJECT SUMMARY *Updated Plans 10/8/25



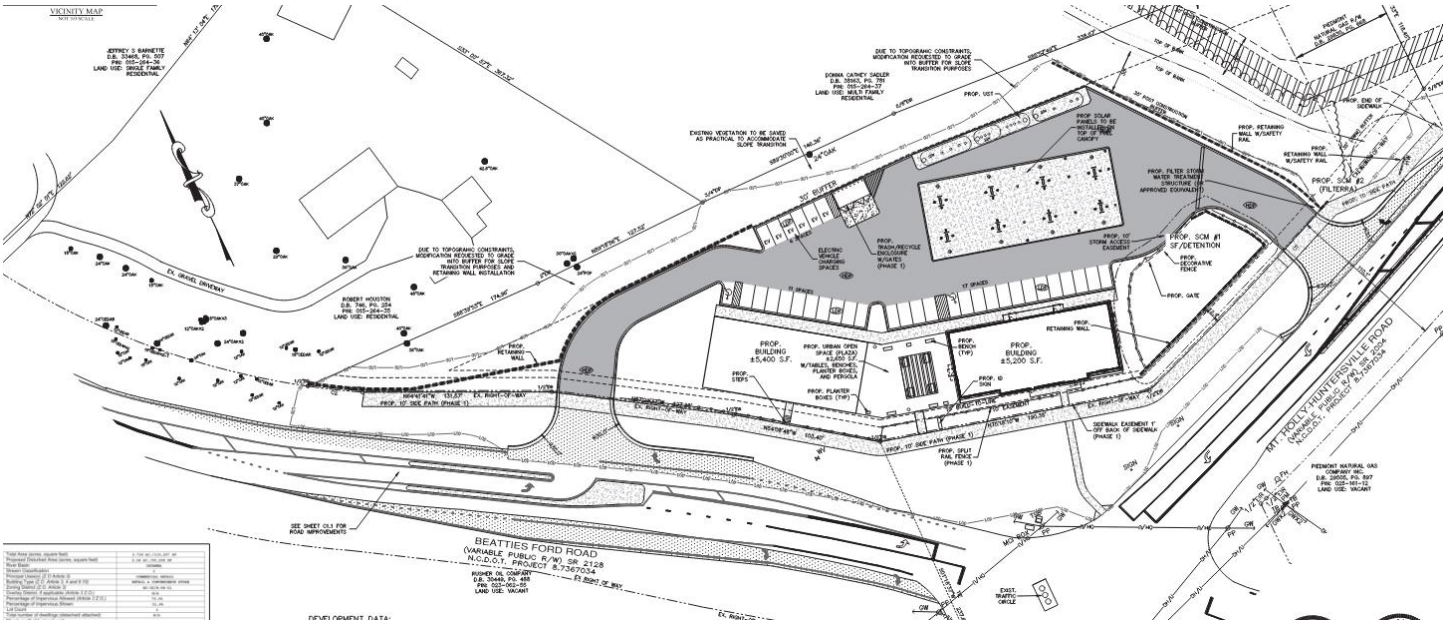
1. Purpose: Rezone approximately 4.39-acres at 8900 Beatties Ford Road (PIN 01526434) and 9000 Beatties Ford Road (PIN 01526435) from Highway Commercial-Conditional District (HC-CD) to Highway Commercial-Conditional District (HC-CD) and Rural to replace the current CD Rezoning R08-01 to allow for a convenience store with a gas canopy and another commercial building where a drug store retail site was previously approved. Parcel 01526435 would revert back to its pre 2008 Rural zoning designation.
2. On November 19, 2024, R24-03 was denied by the Huntersville Town Board of Commissioners.

(R-08-01)

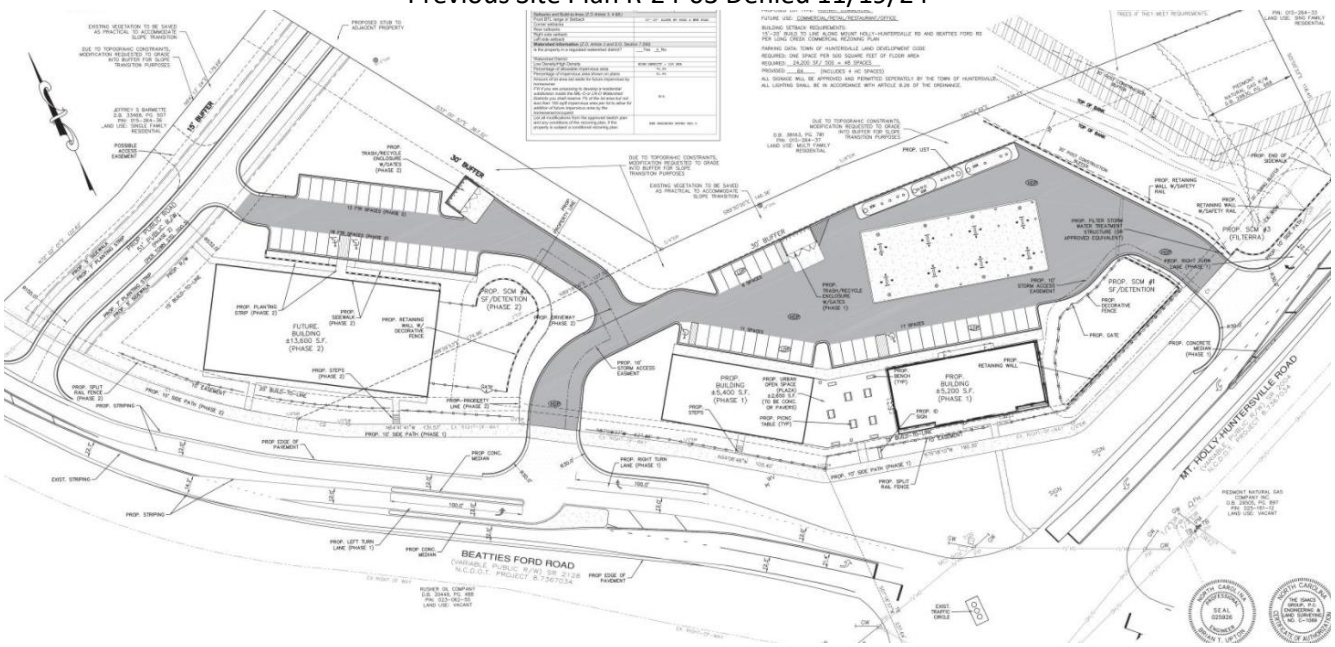


3. Adjoining Zoning and Land Uses.
   - North: Rural(R) Single Family Residential and NR-CD– Age Restricted Multi-Family Development (zoning only-not in for construction-Vacant)
   - South: City of Charlotte-Vacant and Commercial
   - East: Rural- Single Family Residential
   - West: HC-CD-Holly Crossing Approved Rezoning 2006 for retail/office- Vacant
4. A neighborhood meeting was held on Wednesday, July 23, 2025. Questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment D).
5. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Mt-Holly Huntersville Rd and Beatties Ford Rd.

PART 2: REZONING/SITE PLAN



Previous Site Plan R-24-03 Denied 11/19/24



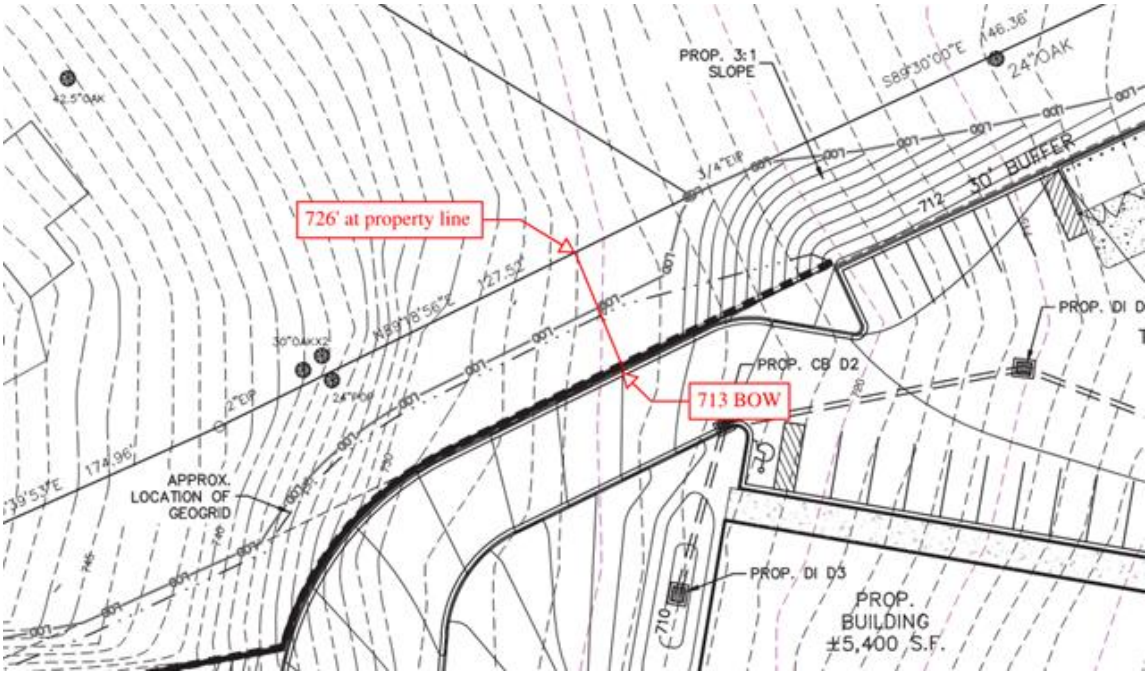
<u>The proposed Conditional District Rezoning Plan has modification proposals and site standard requests from staff that are presented in the body of this document. Generally, the layout and architecture of these buildings meet ordinance standards. Staff have concerns with buffering, landscaping, and lack of connection to adjacent parcels. Significant elements include</u>:

- <u>Modification Request</u>-The plan proposes a modified 30’ buffer to the rear of the buildings adjacent to parcel 01526437. The zoning ordinance requires buffers to retain existing vegetation and supplement to ordinance specifications to create an opaque buffer and in this case the buffer is required to be 30 foot in depth. The applicant has requested the ability to grade into the buffer and replant for slope transition purposes.

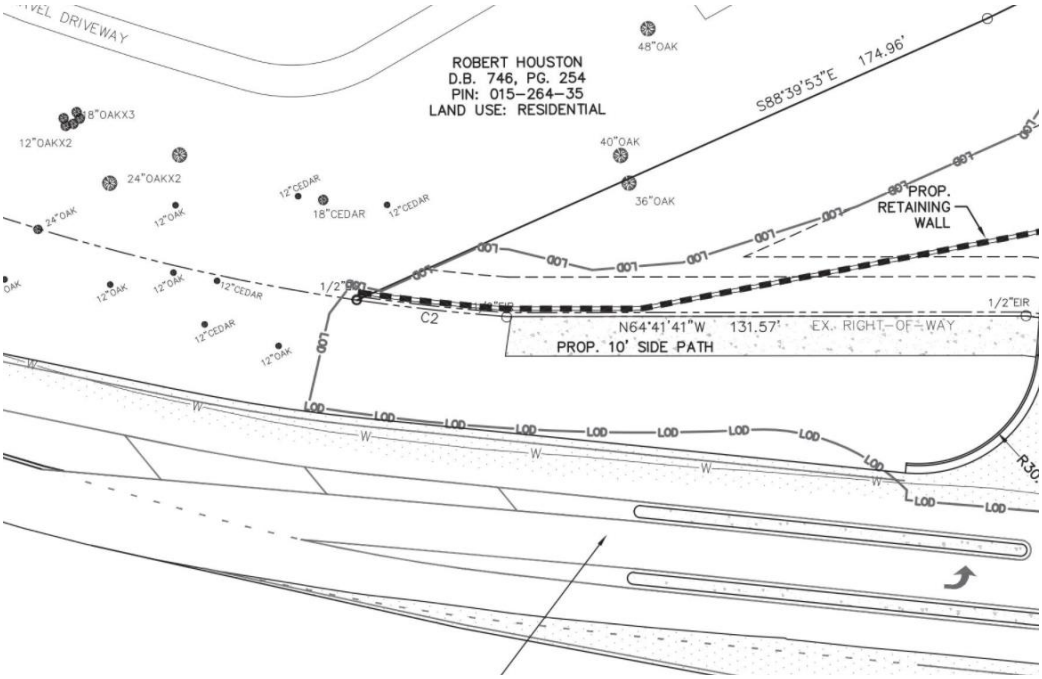
Staff Comments- Staff are concerned with the overall grading of the site and its ability to impact future developments regarding connections. The requested buffer disturbance has an approximate 3:1 slope. Staff will work with the applicant to ensure maximum 3:1 slope for planting is met and that the buffer area is able to meet minimum planting standards for healthy growth to meet the 30-foot buffer planting requirements.

- **Update**Lack of Connection- The site plan adds a cross access easement for ability to connect to adjacent parcels.

  Staff Comment- The most appropriate section of the plan for a future connection, as shown below is proposed to be graded with a 13-foot drop in a 30-foot section from 726-feet to 713-feet of elevation. This section also has a proposed retaining wall because of this elevation change. When the adjacent property does develop, this connection would prove difficult to meet driveway standards due to the slope created here. This would also involve an agreement with the subject site to remove the retaining wall to punch through for access. The latest plan does not include a condition that allows for the removal of the retaining wall and or any assistance with constructing the future connection.



- **Update**Modification request- Sidepath connection not made across the entire frontage due to elevation change and offsite grading required. (see below)



Staff Comment- Staff recognize the challenges in meeting ordinance requirements due to the steep slope along the frontage. If this section of the side-path remains incomplete, it's likely that the public would bear the cost of connecting it in the future — a task made more difficult by the proposed grading. The existing approved conditional rezoning plan integrates these two parcels, allowing grading to be completed at the same time, which would address the slope issue more effectively. Furthermore, the Planning Board recommended approval with the condition that the sidepath be bonded. It is important to note that the side-path can only temporarily be bonded but the bond would be released at certificate of occupancy. The Town also has no avenue to allow a fee in lieu be contributed for the future connection.

- Building Architecture- The proposed architecture for the convenience store and the 2nd building meets the ordinance requirements. (Below is the architectural theme for the development)



General Plan Information

- Parking requirements= 1 space per 500 square feet of floor space. +/-10,600 proposed=21 parking spaces required. Provided 34.
- **Update**Minimum Tree Preservation (specimen tree save) for Highway Commercial is 30%. There is an estimated 10 specimen trees on the site where 3 are required to save. The plan saves 2.

  Staff Comment- At the Planning Board meeting, the applicant ensured the Board that tree save requirements would be met. The latest plan submitted on 10/8/25 showed some inconsistencies in this statement. The plan would need to be revised to meet the requirement without having to mitigate. For Specimen Tree Mitigation, the developer may mitigate the removal of specimen trees by planting new trees on the site whose total caliper (DBH) equals 100% of the total caliper of trees (DBH) to be removed above the ordinance requirement. If site conditions are not conducive for healthy tree planting on site, the developer may contribute to a Tree Fund/Bank.
- There is no identified Heritage Trees on site.
- Planning, Transportation, and Storm Water Engineering staff have minor site plan comments outstanding that need to be addressed prior to final plan approval.

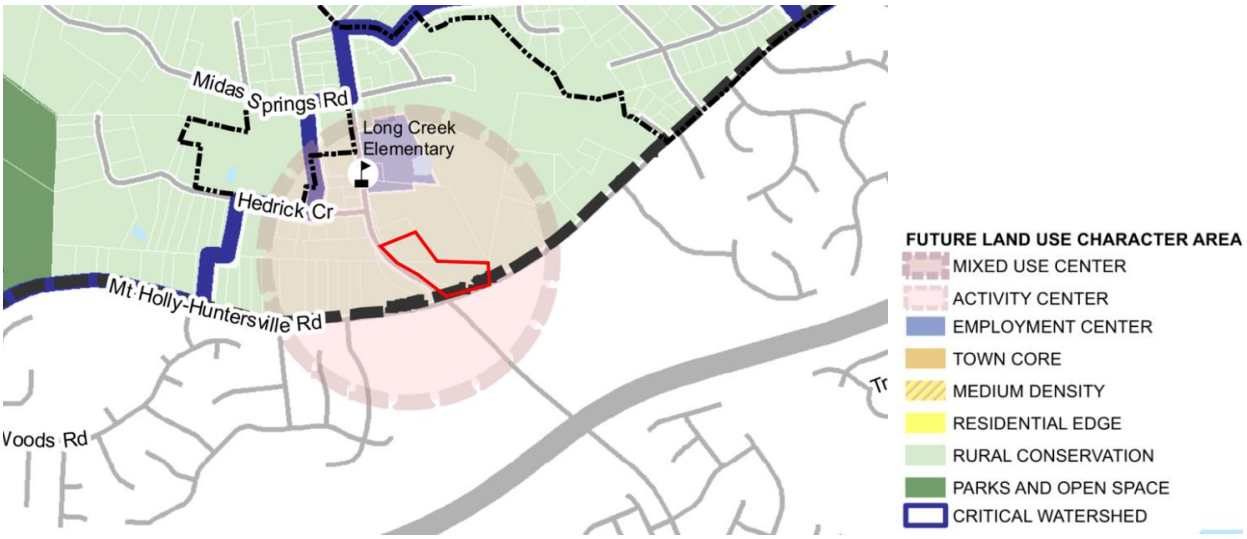
PART 3: TRANSPORTATION ISSUES

See attached analysis attachment C

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan(Subject Parcel within "Activity Center")



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

- LU 5.1: Allow more intense development only where transportation infrastructure and utilities already exist.
  Staff Comment- The site is at the corner of 2 major thoroughfares and is within an activity center defined by the 2040 Community Plan.

STAFF COMMENT- Staff finds the proposed use/project is ***not consistent*** with the following policies of the *2040 Huntersville Community Plan:*

- LU-6: Support Mix of Land Uses in key locations.
  Staff Comment-Due to the site plan including steep slope graded buffers against adjacent parcels, this development as proposed cannot be part of a larger development with connectivity. Because of this, it would likely, as proposed, be a development on its own. The Beatties Ford and Mt Holly Road Small area plan calls for this parcel to be included in an "Urban Village", with connectivity throughout.
- Policy LU-7.1: Require new development to follow design principles that reinforce the vision for the Town as expressed in this plan and other adopted plans.
  Staff Comment: - "Improve connectivity, particularly for pedestrians and vehicles" Is pulled from the Community Plan. For the same reasons as listed in this report, this site does not meet this key implementation guideline.
- LU 8.2: Evaluate and strengthen incentives to encourage the achievement of higher design standards.
  Staff Comment: There are no elements of the plan that would achieve going above and beyond ordinance standards. Having no connections to adjacent parcels and grading inside the buffers would actually be the opposite of this.
- Policy EOS-3: Prioritize tree canopy preservation in the lower intensity areas (Residential Edge, Rural Conservation, and Critical Watershed areas).
  Staff Comment: The applicant proposal has not incorporated any creative design to save the minimum requirement of specimen trees identified. Staff recommend design that encourages the preservation of a portion of these trees on site. (See the tree save comments in the previous section.)
- Policy T-3: Improve connectivity throughout the study area.
  Staff Comment: See previous comments on connectivity.

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

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**
   STAFF COMMENT:
   The proposed rezoning does not align with the established character of surrounding developments. As currently designed, the site lacks essential pedestrian and vehicular connections to future developments, resulting in an isolated project that fails to support the vision of an "Urban Village" or "Activity Center" as outlined in the Huntersville 2040 Community Plan.

2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**
   STAFF COMMENT:
   There is no indication this project will have a negative impact on public facilities and or services.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource."**
   STAFF COMMENT:
   Planning staff have no indication that the request will adversely affect known archeological, environmental, historical, or cultural resources.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning amendment petition R25-11 for Long Creek Retail, staff does not recommend approval of the proposed rezoning plan as the development lacks connectivity and ability to connect to future developments.

The plan is not consistent with future land use implementation policies LU-6, 7.1, 8.2, EOS-4, or T-3 and it is not reasonable and in the public interest to approve the plan.

PART 6: PUBLIC HEARING COMMENTS

The Public Hearing was held on 9-2-25. Most of the conversation and debate centered around the lack of connectivity proposed and lack in ability to connect in the future due to the proposed steep site grading. The hearing can be heard and seen here; https://www.youtube.com/watch?v=b9Nk3AOX6xg.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board was held on 9-23-25. The board voted unanimously in favor of approval of the plan with the condition that future modifications to the grade and the retaining wall would be guaranteed upon further development of the property to the north. An additional condition is to bond the remainder of the sidewalk.

PART 8: TOWN BOARD RECOMMENDATION

Town Board Meeting for the final decision is scheduled for 10-21-25

PART 9: ATTACHMENTS

A – Rezoning Application
B – Proposed CD Rezoning Plan
C – Transportation/Engineering Report
D – Neighborhood Meeting Report
E- Elevation Plans

PART 10: CONSISTENCY STATEMENT – R25-11 Long Creek Retail

Planning Department	Planning Board	Board of Commissioners
APPROVAL:	APPROVAL: The Planning Board recommends approval with the conditions that future modifications to the grade and the retaining wall would be guaranteed upon further development of the property to the north. An additional condition is to bond the remainder of the sidewalk. The conditions are essential for guaranteeing connectivity. **It is reasonable and in public interest to approve this request because it is consistent with LU 5.1 of the 2040 Plan allowing for more density where transportation, infrastructure, and utilities already exist. This gas station will provide valuable services to the surrounding community.**	APPROVAL: **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**
DENIAL: In considering the proposed rezoning amendment petition R25-11 for Long Creek Retail, staff does not recommend approval of the proposed rezoning plan as the development lacks connectivity and ability to connect to any future development. **The plan is not consistent with future land use implementation policies LU-6, 7.1, 8.2, EOS-4, or T-3 and it is not reasonable and in the public interest to approve the plan.**		DENIAL: **(consistent OR inconsistent) with (insert applicable plan reference).** **It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**

Town of Huntersville NORTH CAROLINA

General Application

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

1. Application Type

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

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

SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance

- ☐ Sketch Plan
- ☐ Preliminary Plan
- ☐ Final Plat (Includes Minor Subdivision)
- ☐ Exempt Subdivision
- ☐ Final Plat Revision
- ☐ Farmhouse Cluster

2. Project Data

Date of Application June 1, 2025

Name of Project Long Creek Retail CD Revision Phase # (if subdivision) _____

Project Address 8900 & 9000 Beatties Ford Road

Parcel Identification Number(s) (PIN) 01526434 & 01526435

Current Zoning District HC Proposed District (for rezoning only) HC-CD & R(revised plan)

Property Size (acres) 4.396 Street Frontage (feet) 678 (Beatties Ford) & 422 Mt Holly Huntersville Road)

Current Land Use Vacant & Single Family

Proposed Land Use(s) Retail/office (01526434) & Single Family (01526435)

Is the project within Huntersville's corporate limits?
Yes_____ No X_____ If no, does the applicant intend to voluntarily annex? Y

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.
This request is to change the approved 2008 conditional rezoning to allow a 5,200 sf convenience store with a fuel canopy and a 5,400 sf retail/office building on Parcel 01526434. Parcel 01526435 would revert to a R zoning classification.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at https://www.huntersville.org/528/Permits-Process.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name TA & S Enterprises of NC Inc Phone 704-232-3600

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title President Email moflehi@quickne-z.com

Address of Applicant 14315 Hus Mcginnis rd. Huntersville,NC,28078

7. Property Owner (if different than applicant)

*Printed Name _____ Phone _____

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner _____

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

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

8. Development/Design Firm Contact Information

TA & S Enterprises of NC Inc	Jeff Moflehi	704-232-3600	moflehi@quickne-z.com
Development Firm	Name of Contact	Phone	Email
The Isaacs Group	Brian Upton	704-227-9406	bupton@isaacsgrp.com
Design Firm	Name of Contact	Phone	Email

Contact Information

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

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name Robert P Houston, Jr; David Lewis Houston; Judy Houston Jamieson; Janet Houston Booker Phone 980-721-3750

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ■ Other: Individual

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature Robert P. Houston Jr / David L. Houston

Title Owner Email

Address of Applicant 6548 Jim Kidd Road, Huntersville, NC 28078

7. Property Owner (if different than applicant)

*Printed Name Phone

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature Robert P Houston Jr / David L. Houston

Title Owner Email RPHouston2@gmail.com

Address of Property Owner

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

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

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
Design Firm	Name of Contact	Phone	Email

Contact Information

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

Phone: 704-875-7000
Fax: 704-992-5528
Physical Address: 105 Gilead Road, Third Floor
Website: https://www.huntersville.org/228/Planning-Department

Town of Huntersville NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application June 1, 2025 EPM Number _____

Name of Project Long Creek Retail CD Revision Phase # (if subdivision) _____

Parcel Identification Number(s) (PIN) 01526435

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

* ^ Printed Name of Signer _____ Phone Number _____

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

---

* ^ Printed Name of Signer _____ Phone Number _____

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

---

* ^ Printed Name of Signer _____ Phone Number _____

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner/Applicant _____

---

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

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

Town Engineering Rezoning Comment Summary
R25-11 Long Creek Retail (CSP-500088)
8900 Beatties Ford Rd (PID 01526434)
Huntersville, NC 28078

General Project Information

This proposed rezoning is located at the corner of Beatties Ford Rd (SR 2074) and Mt Holly-Huntersville Rd (SR 2004) and consists of a new mixed-use development to include a gas station and convenience store.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

1) The Town has deferred the TIA to NCDOT. NCDOT has accepted a TIA for proposed development, attached is figure attachment C. The following improvements were recommended in the TIA as the responsibility of the developer:
    a. Construct Site Drive 1 on Mt Holly-Huntersville Road as a right-in / right-out with a westbound right-turn lane with 100 feet of storage on Mt Holly-Huntersville Road.
    b. Construct Site Drive 2 on Beatties Ford Road as a right-in / right-out / leftover with a northbound right-turn lane with 100 feet of storage and a southbound left-turn lane with 100 feet of storage on Beatties Ford Road.
    c. Construct a southbound right-turn with 300 feet of storage on Beatties Ford Road at Mt Holly-Huntersville Road.
    d. Construct/extend the existing southbound left-turn lane on Mt Holly Huntersville Road at Beatties Ford Road to include 220 feet of storage.

Transportation and Stormwater:

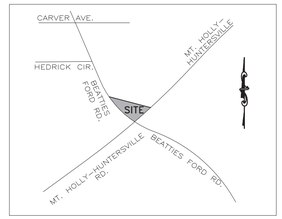
1) *Update 10/13 – This has been addressed on the plans dated 10/6.* Post-construction controls easement (PCCE) adhering to Huntersville Water Quality Manual section 2.4.2 is to be provided for both proposed SCMs.

LONG CREEK RETAIL

8900 BEATTIES FORD ROAD

REZONING/SKETCH PLAN (MULTI BUILDING SITE)

R25-11 AND CSP-500088



VICINITY MAP
NOT TO SCALE

JEFFREY S BARNETTE
D.B. 33468, PG. 507
PIN: 015-264-36
LAND USE: SINGLE FAMILY RESIDENTIAL

ROBERT HOUSTON
D.B. 746, PG. 254
PIN: 015-264-35
LAND USE: RESIDENTIAL

DONNA CATHEY SADLER
D.B. 38163, PG. 781
PIN: 015-264-37
LAND USE: MULTI FAMILY RESIDENTIAL

TA&S ENTERPRISES OF NC INC
D.B. 31408, PG. 824
PIN: 015-264-34
LAND USE: VACANT

D.B. 35654, PG. 343
PIN: 015-264-43
LAND USE: SING FAMILY RESIDENTIAL

D.B. 1721, PG. 259
PIN: 015-264-33
LAND USE: SING FAMILY RESIDENTIAL

RUSHER OIL COMPANY
D.B. 30449, PG. 488
PIN: 023-062-55
LAND USE: VACANT

BEATTIES FORD ROAD
(VARIABLE PUBLIC R/W) SR 2128
N.C.D.O.T. PROJECT 8.7367034

MT. HOLLY-HUNTERSVILLE ROAD
(VARIABLE PUBLIC R/W) SR 2004
N.C.D.O.T. PROJECT 8.7367034

PIEDMONT NATURAL GAS R/W
D.B. 29830, PG. 668

SHEET INDEX

RZ0.0 – OVERALL PLAN/NOTES PAGE
RZ1.0 – SITE PLAN
RZ1.1 – ROAD IMPROVEMENT PLAN
RZ1.2 – LANDSCAPE PLAN
RZ2.0 – UTILITY PLAN
RZ3.0 – GRADING & STORM WATER PLAN
RZ3.1 – EXISTING HYDROLOGY PLAN
RZ3.2 – POST DEVELOPED MAP & CALCULATIONS
RZ3.3 – WATER QUALITY PLAN & CALCULATIONS
RZ4.0 – EXISTING CONDITIONS PLAN
RZ4.1 – SLOPE ANALYSIS PLAN
A1.2 – CIRCLE K FLOOR PLAN
A2.1 – CIRCLE K ELEVATIONS
A-1 – RETAIL FLOOR PLAN
A-2 – RETAIL ELEVATION
– TREE SURVEY
– 2008 REZONING

ZONING PETITION NOTES:

SUBJECT PROPERTY: THE SUBJECT PROPERTY TOTALS APPROX 2.738 AC. (THE SITE). THE APPROVAL OF THIS PETITION WILL RESULT IN THE CREATION OF PARCELS DEPICTED IN THIS REZONING PLAN (THE "PLAN") AND ACCOMPANYING SKETCH PLAN. RECOMBINATION, RECONFIGURATION OR REDUCTION OF PARCELS MAY OCCUR TO ACCOMMODATE THE FINAL DEVELOPMENT/ENGINEERING PLANS PREPARED BY DEVELOPER.

PROPERTY USE(S): PER THE BEATTIES FORD ROAD/MOUNT HOLLY-HUNTERSVILLE ROAD AREA PLAN CALLS FOR RETAIL ON THE SUBJECT PROPERTY. THE PRIMARY USES FOR THIS SITE ARE COMMERCIAL AND A GASOLINE SERVICE STATION. ADDITIONAL USES MAY INCLUDE AMUSEMENT FACILITIES, ALL INDOOR USES, RELIGIOUS INSTITUTIONS, CIVIC, FRATERNAL, CULTURAL, COMMUNITY, OR CLUB FACILITIES, TEMPORARY MOBILE FOOD SALES, AND ANY ACCESSORY USES PERMITTED BY THE ORDINANCE.

ALL BUILDINGS ARE HIGHWAY COMMERCIAL BUILDING TYPE. THE INTENT OF COMMERCIAL BUILDING #1 IS FOR A CONVENIENCE STORE WITH A FUEL CANOPY AND SHALL NOT EXCEED 5,200 SQUARE FEET. COMMERCIAL BUILDING #2 SHALL NOT EXCEED 5,400 SQUARE FEET.

BUILDING MATERIAL, CONFIGURATION AND DESIGN: ALL BUILDING TYPES AS SPECIFIED HEREIN AND AS PERMITTED IN THE HC DISTRICT WILL BE PERMITTED ON THE SITE AND DESIGNED IN ACCORDANCE WITH THE HUNTERSVILLE ZONING ORDINANCE (THE "ORDINANCE"). THE ARCHITECTURAL DESIGN OF THE BUILDINGS (I.E. THE BUILDING MATERIALS AND BUILDING SCALE) SHALL BE COMPATIBLE WITH EACH OTHER AND THE ELEVATIONS THAT ARE HEREBY INCORPORATED AS PART OF THIS PETITION. THE SPECIFIC FEATURES THAT MAKE UP THE BUILDING(S) ELEVATIONS (BRICK, BLOCK/CMU, METAL, FABRIC, GLASS, ETC.) MAY BE CHANGED IN ADDITION TO REDUCTIONS TO THE FOOTPRINTS BASED ON FINAL ARCHITECTURAL DESIGN AT THE BUILDING PERMITTING PHASE, HOWEVER, THE CHARACTER OF THE BUILDING(S) ALONG MT. HOLLY-HUNTERSVILLE ROAD AND BEATTIES FORD ROAD SHALL REMAIN CONSISTENT WITH THE APPEARANCE OF THE ELEVATIONS CONTAINED HEREIN.

BUILDING FOOTPRINTS DEPICTED OR INTENDED TO DEFINE THE OVERALL INTENT OF THE RELATIONSHIP THE BUILDINGS WILL HAVE TO BEATTIES FORD ROAD AND MOUNT HOLLY HUNTERSVILLE ROAD. BASED UPON FINAL ENGINEERING DESIGN THE BUILDING FACADES WILL NOT EXCEED A LOCATION THAT IS 15 FT FROM THE LOCATION DEPICTED ON THE PLAN. THE DEVELOPER MAY REDUCE AND OR RECONFIGURE THE SIZE SHAPE AND FOOTPRINTS FROM WHAT IS DEPICTED WITH MINOR MODIFICATIONS AS LONG AS THE REQUIREMENTS OF THE ORDINANCE ARE MET AND THE INTEGRITY OF THE APPROVED PLAN IS ACHIEVED. EXACT DIMENSIONS, ORIENTATION, AND LOCATION OF THE BUILDINGS AND BUILD TO LINES LOADING AND SERVICE AREAS INGRESS AND EGRESS POINTS (BOTH PEDESTRIAN AND VEHICULAR) MAY BE MODIFIED AT THE ENGINEERING PHASE OF PERMITTING TO ACCOMMODATE THE DEVELOPMENT AND OR SITE FEATURES SUCH AS TOPOGRAPHY, EXISTING VARIATIONS AND CHANGES IN THE PROPERTY LINE(S) THAT DO NOT CREATE A CONSISTENTLY SMOOTH LINEAR PROPERTY BOUNDARY. CHANGES TO THE BUILD TO LINES SHALL NOT RESULT IN BUILDINGS BEING LOCATED FURTHER FROM THE FRONTAGE AS DENOTED ON THE PLAN EXISTING CHANGES IN THE PROPERTY LINE ALONG THE FRONTAGE MAY RESULT IN PORTIONS OF THE BUILDINGS BEING LOCATED OFF THE BUILD TO LINE. THE INTENT OF THE BUILDINGS WITH A PRESENCE ON THE PUBLIC STREET AS GENERALLY DEPICTED ON THE PLAN SHALL BE MET. THE OVERALL SQUARE FOOTAGE OF BUILDINGS SHALL NOT EXCEED THE AMOUNT DEPICTED ON THE PLAN.

LIMITED USES PERMITTED USES: PERMITTED USES SHALL BE IN ACCORDANCE WITH USES PERMITTED IN THE HC ZONING DISTRICT WITH THE EXCEPTION OF THE FOLLOWNG: ARMORIES, AUCTION SALES, BOARDING OR ROOMING HOUSES FOR UP TO SIX ROOMS, CONTRACTOR OFFICES (AS REFERENCED IN THE PERMITTED USES), MULTIFAMILY HOMES, BARS AS PRINCIPLE USE (AND SIMILAR USES AS REFERENCED IN THE PERMITTED USES), PAWNSHOPS, SINGLE FAMILY HOMES, WHOLESALE SALES (AS REFERENCED IN THE PERMITTED USES), ADULT ESTABLISHMENTS, COMMERCIAL MARINAS, AND ESSENTIAL SERVICES 1 AND 2 AS PRINCIPLE USES.

LANDSCAPING/SCREENING/PARKING/SIGNAGE: A MODIFICATION TO THE ORDINANCE IS REQUESTED TO DISTURB THE 30 FOOT BUFFER WHICH ADJOINS THE HOUSTON AND CATHEY PROPERTY ON THE NORTH SIDE OF THE PROPERTY DUE TO TOPOGRAPHIC CONSTRAINTS. AREAS OF THE BUFFER NOT NEEDED FOR GRADING PURPOSES SHALL REMAIN UNDISTURBED. MOREOVER, THE BEATTIES FORD ROAD/MOUNT HOLLY-HUNTERSVILLE ROAD AREA PLAN CALLS FOR RETAIL ON THE PROPERTY AND THE ADJOINING TRACTS AS WELL. IT IS ANTICIPATED THAT THE BUFFER, AS DEPICTED ON THE PLAN, ALONG WITH STORMWATER MANAGEMENT FEATURES, SCREENING, AND LANDSCAPING WILL BE MAINTAINED WITHIN WHAT WILL IN THE FUTURE BECOME A LARGER NONRESIDENTIAL DEVELOPMENT OF THE NORTHEAST QUADRANT OF BEATTIES FORD ROAD AND MOUNT HOLLY-HUNTERSVILLE ROAD.

THE LANDSCAPING COMPONENT OF THE SITE (STREET TREES, SCREENING, PARKING LOT LANDSCAPING, AND BUFFERS) AS THEY MAY BE REQUIRED (THE "LANDSCAPING") WILL BE DESIGNED IN ACCORDANCE WITH THE STANDARDS OF THE ORDINANCE AND THE PLAN. THE LANDSCAPING DEPICTED ON THE SITE PLAN ARE CONDITIONS OF THIS PETITION AND ARE PERMITTED AS DEPICTED. ALL MECHANICAL EQUIPMENT, WHETHER ROOFTOP OR GROUND MOUNTED WILL BE SCREENED AS REQUIRED.

PARKING LOT LANDSCAPING WILL BE DESIGNED IN ACCORDANCE WITH THE ORDINANCE AND WHERE BUFFERS AND SCREENING ARE REQUIRED AND OR WHEN EXISTING VEGETATION CAN BE SAVED, DEVELOPER MAY USE IT TO SATISFY THE PARKING LOT LANDSCAPING, BUFFER, AND STREET TREE REQUIREMENTS. RETAINING WALL(S), KNEE WALL(S), AND WALLS MAY BE USED IN CONJUNCTION WITH MEETING BUFFERING REQUIREMENTS ON THE SITE AS OUTLINED IN THE WAIVER REQUEST ABOVE. ADDITIONALLY, TO REINFORCE THE DESIGN FEATURES OF THE AREA PLAN RECOMMENDATIONS, PARKING LOCATED TO THE EAST OF BUILDING 1 SHALL BE SCREENED WITH THE SPLIT RAIL FENCE AND STONE PILASTER AS DEPICTED IN THE PLAN IN LIEU OF A KNEE WALL.

PARKING SPACES AND MANEUVERING AREAS MAY BE MODIFIED TO ACCOMMODATE THE LANDSCAPING, BUILDINGS, STORM WATER MEASURES, AND OTHER FEATURES OF THE PROJECT WHICH WILL BE FULLY ENGINEERED/DESIGNED AT THE PRELIMINARY PLAN STAGE AND AS A RESULT MAY CHANGE THEIR SHAPE, SIZE, LOCATION, AND NUMBER, IN NO EVENT SHALL MORE THAN 45% OF THE PROJECT FRONTAGE MEASURED ALONG THE RIGHT OF WAY BE CONSUMED WITH PARKING LOTS.

SIGNS TO BE PERMITTED SEPARATELY AND IN ACCORDANCE WITH ARTICLE 10 OF THE ZONING ORDINANCE.

SPECIMEN AND HERITAGE TREES: DEVELOPERS TREE SURVEYS COMPLETED BY R.B. PHARR AND ASSOCIATES SHOWS 18 SPECIMEN TREES (CANOPY TREES THAT HAVE A DBH OF 24" OR GREATER OR UNDERSTORY TREES THAT HAVE A DBH OF 12" OR GREATER). 12 SPECIMEN TREES ARE ON PARCEL 01526435 AND 6 SPECIMENT TREES ARE ON 01526434. IF 30% OF THE SPECIMEN TREES AND THEIR DRIPLINES CANNOT BE SAVED DUE TO TOPOGRAPHIC CONDITIONS AND FINAL SITE DESIGN AND GRADES, DEVELOPER WILL CONTRIBUTE FUNDS TO THE TREE FUND IN ACCORDANCE WITH THE ORDINANCE.

OPEN SPACE: DEVELOPER WILL INSTALL TABLES, BENCHES, PLANTER BOXES, PERGOLA, ETC. AS PART OF THE URBAN OPEN SPACE. OPEN SPACE MAY BE MODIFIED DURING THE FINAL ENGINEERING DESIGN. THE MODIFICATIONS MAY INCLUDE ADJUSTING THE NUMBER, SIZE, AND OR PLACEMENT OF TABLES, BENCHES, PLANTER BOXES, ETC. AS NECESSARY TO ACCOMMODATE TENANT NEEDS. THE SIZE OF THE OPEN SPACE AREA SHALL NOT BE ADJUSTED.

SITE ACCESS/CONNECTIVITY: DEVELOPER WILL BE REQUIRED TO SECURE NCDOT DRIVEWAY PERMITS TO SERVE THE SITE AND CONSTRUCT THE ROAD IMPROVEMENTS ASSOCIATED WITH ISSUANCE OF DRIVEWAY PERMITS.

DEVELOPER WILL ATTEMPT ENGINEERING OF 10' SIDE PATH AND PLANTING STRIP ALONG THE EAST SIDE OF THE SWM BUFFER. IF DURING DESIGN, THE SWM BUFFER WILL BECOME ADVERSELY AFFECTED, DEVELOPER AND STAFF WILL WORK TOGETHER TO ACHIEVE PEDESTRIAN CONNECTIVITY. THIS MAY BE ACHIEVED BY A REDUCTION IN PLANTING STRIP OR SIDEPATH MODIFICATIONS AS TO BE DETERMINED BY STAFF AT THE PRELIMINARY PLAN STAGE.

DEVELOPERS SURVEY INDICATES THAT BOTH MT. HOLLY-HUNTERSVILLE ROAD AND BEATTIES FORD ROAD HAVE AN EXISTING RIGHT OF WAY WIDTH OF AT LEAST 100' THEREIN MEETING THE SUBDIVISION ORDINANCE REQUIREMENTS FOR DEDICATION OF MINIMUM RIGHT OF WAY REQUIRED.

A MODIFICATION TO THE ORDINANCE IS REQUESTED TO STOP THE SIDEWALK SHORT OF THE PROPERTY CORNER ALONG BEATTIES FORD ROAD DUE TO SITE TOPOGRAPHY AND THE SIDEWALK CAN NOT BE INSTALLED WITHOUT A GRADING ENCROACHMENT ON PARCEL 01526435.

A MODIFICATION TO THE ORDINANCE IS REQUESTED TO PROVIDE AN EASEMENT FOR FUTURE CONNECTIVITY TO PARCEL 01526435 IN LIEU OF A DRIVEWAY STUB DUE TO TOPOGRAPHIC CONSTRAINTS.

STORMWATER MANAGEMENT: THE PRELIMINARY STORMWATER MANAGEMENT PLAN SHOWN WITH THIS PETITION MAY BE MODIFIED DURING THE FINAL ENGINEERING DESIGN. THE MODIFICATIONS MAY INCLUDE ADJUSTING THE NUMBER, SIZE, LOCATION, LAYOUT, AND TYPE OF STORMWATER MANAGEMENT PRACTICES BEING UTILIZED. DEVELOPER MAY UTILIZE ABOVE OR BELOW GROUND DESIGNS TO ACCOMMODATE STORMWATER REQUIREMENTS OF THE SITE.

APPLICABILITY OF PETITION AND AMENDMENTS: OWNER RESERVES THE RIGHT TO MODIFY THE ZONING PETITION IN ACCORDANCE WITH HUNTERSVILLE ZONING STANDARDS AND NCGS. MODIFICATIONS TO THIS PETITION/ZONING PLAN MAY OCCUR TO ACCOMMODATE FINAL SITE DESIGN. IN THE INSTANCE THAT THIS PETITION/ZONING PLAN LACKS CLARITY OR IS CONTRARY TO THE INTENT OR STANDARDS OF THE ORDINANCE, THE ORDINANCE SHALL RULE.

VOLUNTARY ANNEXATION: UPON THE ISSUANCE OF GRADING PERMITS FOR DEVELOPMENT OF THE PROPERTY BY DEVELOPER, DEVELOPER AGREES TO COOPERATE WITH THE TOWN TO EFFECTUATE THE VOLUNTARY ANNEXATION OF THE PROPERTY INTO THE TOWN OF HUNTERSVILLE.

COMMITTED ROAD IMPROVEMENTS:

1. CONSTRUCT SITE DRIVE 1 ON MT HOLLY-HUNTERSVILLE ROAD AS A RIGHT-IN / RIGHT-OUT WITH A 100 FT RIGHT-TURN LANE PROVIDED ON MT HOLLY-HUNTERSVILLE ROAD.
2. CONSTRUCT SITE DRIVE 2 ON BEATTIES FORD ROAD AS A RIGHT-IN / RIGHT-OUT / LEFTOVER WITH A 100 FT RIGHT-TURN LANE AND A 100 FT LEFT-TURN LANE PROVIDED ON BEATTIES FORD ROAD.
3. CONSTRUCT A 300 FT RIGHT-TURN LANE ON THE SOUTHBOUND APPROACH OF BEATTIES FORD ROAD AT MT HOLLY-HUNTERSVILLE ROAD.
4. EXTEND THE EXISTING LEFT-TURN LANE ON THE SOUTHBOUND APPROACH OF BEATTIES FORD ROAD AT MT HOLLY-HUNTERSVILLE ROAD TO 220 FT.

PURPOSE:

TO REZONE EXISTING PROPERTY (01526434) TO HIGHWAY COMMERCIAL (HC-CD) IN ORDER TO ALLOW A CONVIENENCE STORE WITH FUEL CANOPY AS WELL AS A FUTURE RETAIL/RESTAURANT/OFFICE BUILDING AND TO REZONE THE HOUSTON PROPERTY (01526435) BACK TO RURAL.

NORTH CAROLINA PROFESSIONAL SEAL 025926 ENGINEER BRIAN T. UPTON

Digitally signed by Brian T. Upton, P.E.
Date: 2025.10.06 13:23:47-04'00'

NORTH CAROLINA THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069 CERTIFICATE OF AUTHORIZATION

GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

NO.	BY	DATE	REVISION
1	CBH	10/6/25	PER REVIEW COMMENTS

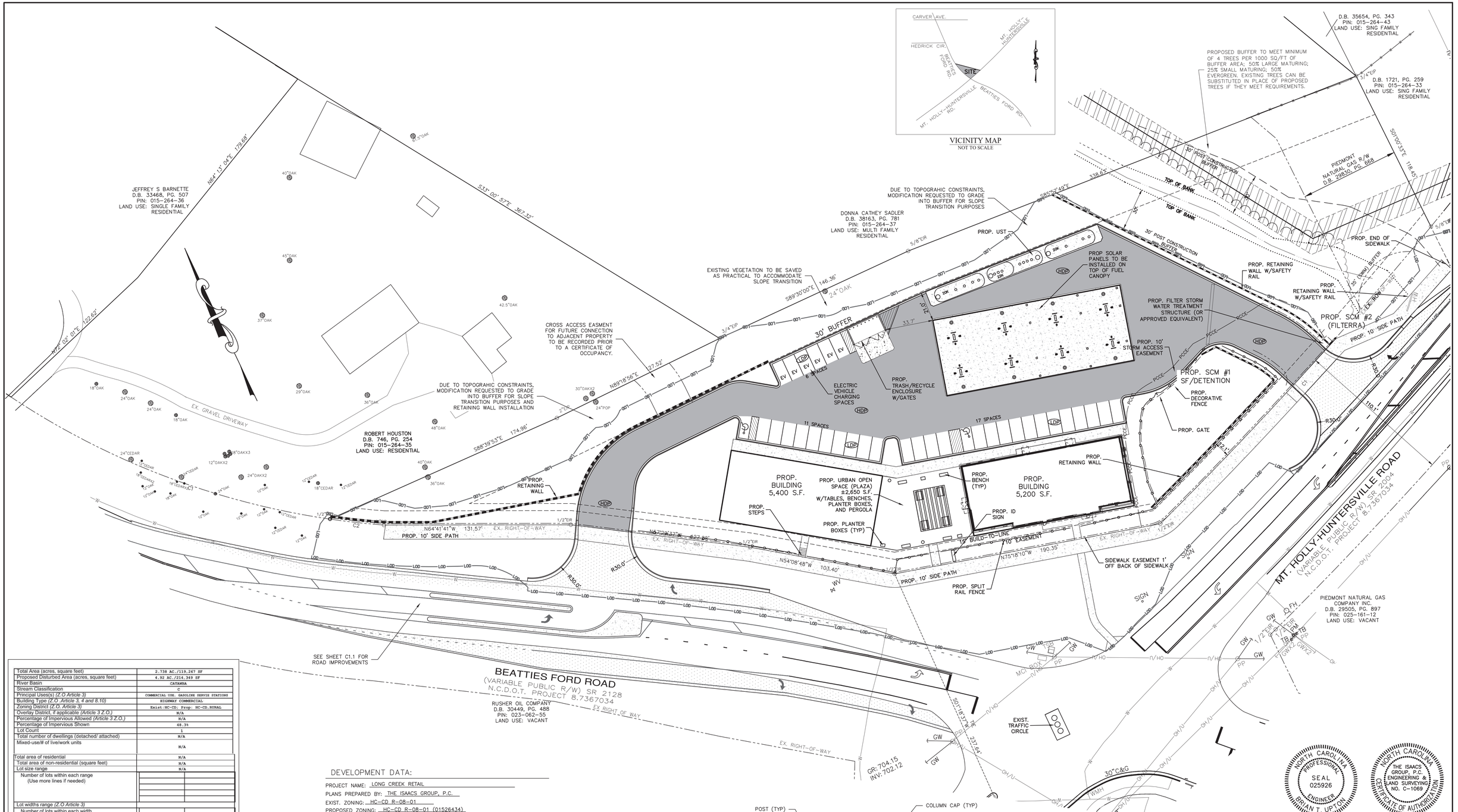
Project: LONG CREEK RETAIL
8900 BEATTIES FORD ROAD
HUNTERSVILLE, NC 28078, MECKLENBURG COUNTY

Title: OVERALL PLAN

File #: 18048-PB.DWG | Date: 07/01/25 | Project Egr: BTU | Design By: BTU | Drawn By: RKS | Scale: 1"=30'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING
8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

RZ0.0



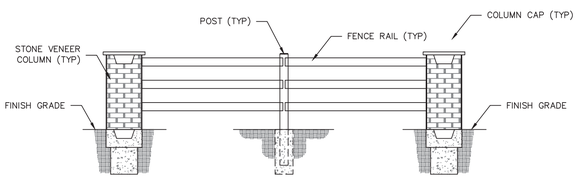
Total Area (acres, square feet)	2.738 AC./119,267 SF
Proposed Disturbed Area (acres, square feet)	4.92 AC./214,349 SF
River Basin	CATAWBA
Stream Classification	C
Principal Uses(s) *(Z.O Article 3)*	COMMERCIAL USE. GASOLINE SERVIE STATIONS
Building Type *(Z.O Article 3, 4 and 8.10)*	HIGHWAY COMMERCIAL
Zoning District *(Z.O. Article 3)*	Exist:HC-CD; Prop: HC-CD,RURAL
Overlay District, if applicable *(Article 3 Z.O.)*	N/A
Percentage of Impervious Allowed *(Article 3 Z.O.)*	N/A
Percentage of Impervious Shown	48.3%
Lot Count	1
Total number of dwellings (detached/ attached)	N/A
Mixed-use/# of live/work units	N/A
Total area of residential	N/A
Total area of non-residential (square feet)	N/A
Lot size range	N/A
Number of lots within each range (Use more lines if needed)	
Lot widths range *(Z.O Article 3)*	
Number of lots within each width (Use more lines if needed)	
Setbacks and Build-to-lines *(Z.O Article 3, 4 &8.)*	
Front BTL range or Setback	15'-20' ALONG NF ROAD & MHH ROAD
Corner setbacks	
Rear setbacks	
Right side setback	
Left side setback	
Watershed Information *(Z.O. Article 3 and S.O. Section 7.290)*	
Is the property in a regulated watershed district?	___Yes _X_No
Watershed District	N/A
Low Density/High Density	HIGH DENSITY > 12% BUA
Percentage of allowable impervious area	N/A
Percentage of impervious area shown on plans	48.3%
Amount of lot area set aside for future impervious by homeowner *FYI if you are proposing to develop a residential subdivision inside the MIL-O or LN-O Watershed Districts you shall reserve 1% of the lot area but not less than 150 sq/ft impervious area per lot to allow for addition of future impervious area by the homeowner/occupant.*	N/A
List all modifications from the approved sketch plan and any conditions of the rezoning plan, if the property is subject a conditional rezoning plan.	SEE REZONING NOTES RZ0.0

DEVELOPMENT DATA:

PROJECT NAME: LONG CREEK RETAIL
PLANS PREPARED BY: THE ISAACS GROUP, P.C.
EXIST. ZONING: HC-CD R-08-01
PROPOSED ZONING: HC-CD R-08-01 (01526434)
PROPOSED ZONING: RURAL (01526435)
JURISDICTION: TOWN OF HUNTERSVILLE
PARCEL ADDRESS: 8900 BEATTIES FORD RD
TAX PARCEL NUMBER: 01526434, 01526435
RIVER BASIN: CATAWBA WATERSHED: LONG
STREAM CLASSIFICATION: C (TRIBUTARY TO LONG CREEK)
TOTAL PARCEL SIZE: 119,267/2.738 SQ. FEET/ACRES
PRE-DEVELOPED IMPERVIOUS: 0/0 SQ. FEET/ACRES
POST-DEVELOPED IMPERVIOUS: 57,660/1,324 SQ. FEET/ACRES
BUILT UPON AREA: 48.3 %
EXISTING USE: VACANT

PARKING DATA: TOWN OF HUNTERSVILLE LAND DEVELOPMENT CODE
REQUIRED: ONE SPACE PER 500 SQUARE FEET OF FLOOR AREA
REQUIRED: 10,600 SF/ 500 = 21 SPACES
PROVIDED: 34 (INCLUDES 2 HC SPACES)

ALL SIGNAGE WILL BE APPROVED AND PERMITTED SEPERATELY BY THE TOWN OF HUNTERSVILLE.
ALL LIGHTING SHALL BE IN ACCORDANCE WITH ARTICLE 8.26 OF THE ORDINANCE.



SPLIT RAIL FENCE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2804.79'	283.24'	S67°41'38"W	283.12'
C2	548.11'	38.23'	N58°20'31"W	38.22'

GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

NO.	BY	DATE	REVISION
1	CBH	10/6/25	PER REVIEW COMMENTS

NORTH CAROLINA PROFESSIONAL SEAL 025926 ENGINEER BRIAN T. UPTON

THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069 CERTIFICATE OF AUTHORIZATION

Digitally signed by Brian T. Upton, P.E.
Date: 2025.10.07 14:03:16-04'00'

Project: LONG CREEK RETAIL
8900 BEATTIES FORD ROAD
HUNTERSVILLE, NC 28078

Title: SITE PLAN

File #:	Date:	Project Egr:
18048-PB.DWG	06/30/25	BTU
		Design By: RKS
		Drawn By: RKS
		Scale: 1"=30'

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8720 RED OAK BOULEVARD, SUITE 420
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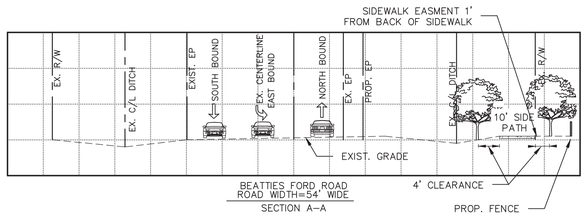
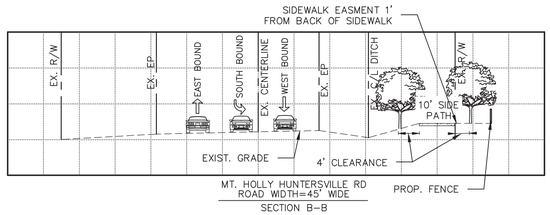
PHONE (704) 527-3440 FAX (704) 527-8335

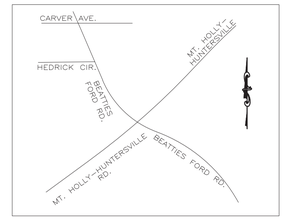
RZ1.0



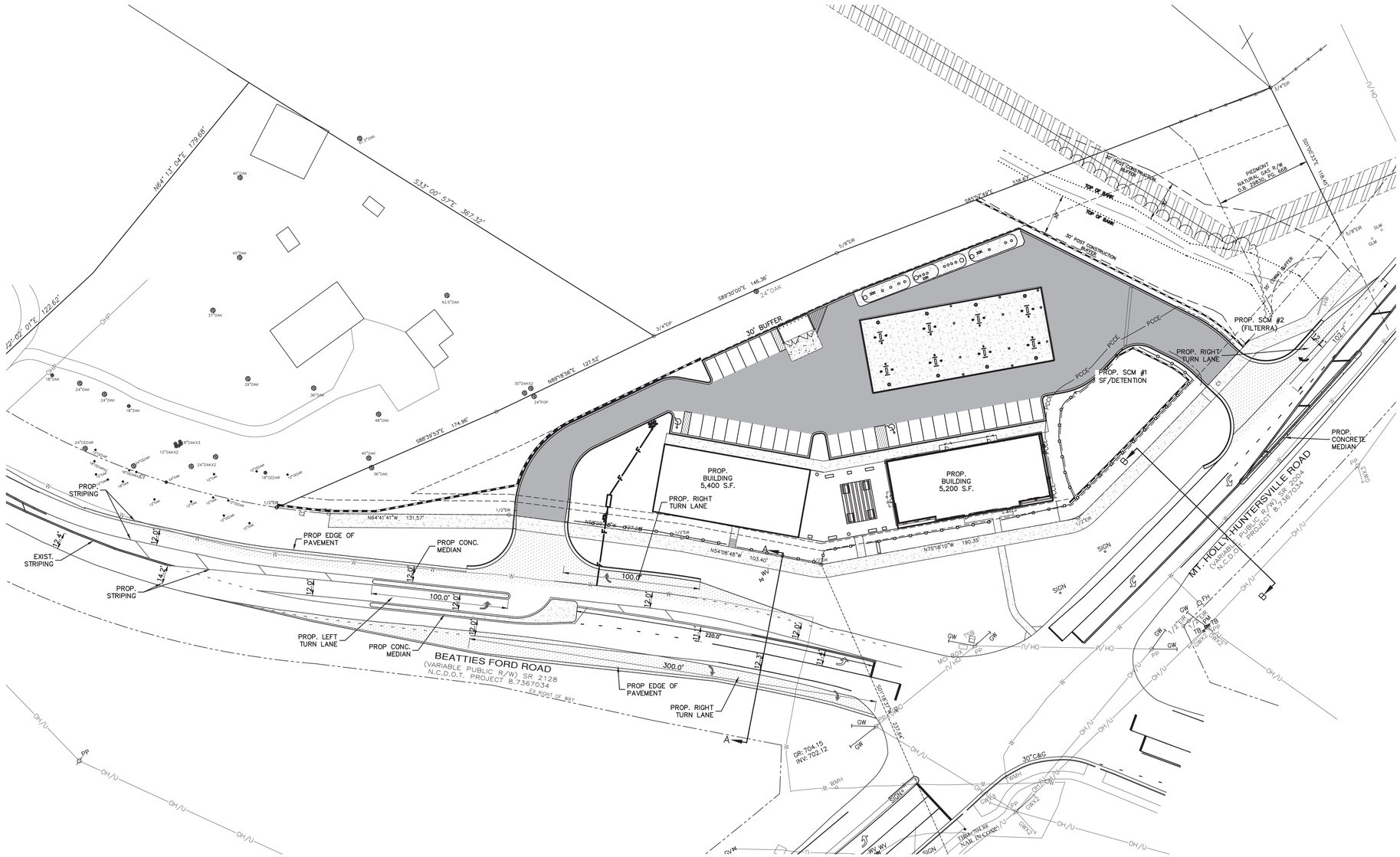
BEATTIES FORD ROAD
ROAD WIDTH=54' WIDE
SECTION A–A



MT. HOLLY HUNTERSVILLE RD
ROAD WIDTH=45' WIDE
SECTION B–B



VICINITY MAP
NOT TO SCALE



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2804.79'	283.24'	S67°41'38"W	283.12'
C2	548.11'	38.23'	N58°20'31"W	38.22'

GRAPHIC SCALE
40 0 20 40 80
1 INCH = 40 FEET

NO.	BY	DATE	REVISION
1	CBH	10/6/25	PER REVIEW COMMENTS

NORTH CAROLINA PROFESSIONAL SEAL 025926 ENGINEER BRIAN T. UPTON

NORTH CAROLINA THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069 CERTIFICATE OF AUTHORIZATION

Digitally signed by Brian T. Upton, P.E.
Date: 2025.10.06 13:25:37-04'00'

Project: LONG CREEK RETAIL
8900 BEATTIES FORD ROAD
HUNTERSVILLE, NC 28078

Title: ROAD IMPROVMENT PLAN

File #: 18048-PB.DWG | Date: 07/01/25 | Project Egr: BTU
Design By: RKS
Drawn By: RKS
Scale: 1"=40'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

RZ1.1

SPECIMEN TREE SAVE REQUIREMENT:

FOR HC ZONING, TREE SAVE = 30% OF SPECIMEN TREES
(CANOPY TREES > 24" OR UNDERSTORY TREES > 18")

THERE ARE 6 SPECIMEN TREES ON THIS SITE.
30% OF 6 SPECIMEN TREES = 0.30 x 6 = 1.8 TREES (REQUIRED TO BE SAVED)

3 SPECIMAN TREES TO BE REMOVED
3 SPECIMAN TREES TO REMAIN

LANDSCAPE REQUIRMENTS

BUFFER PLANTING – REQUIRED 30' BUFFER
- 4 TREES / 1000 SF BUFFER
- 22,181/1000*4= 89 TREES
- 50% LARGE MATURING TREE, 50% SMALL MATURING TREE, 25% EVERGREEN
- 4 EXISTING + 88 PROPOSED= 92 TREES PROVIDED

- 7 SHRUBS / 1000 SF, 100% EVERGREEN
- 22,181/1000=*7=156 SHURBS
- 156 SHRUBS PROVIDED

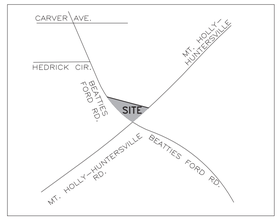
STREET TREE–BEATTIES FORD RD.
REQUIRED: 1 TREE PER 40 LF (591/40=15 TREES REQUIRED)
STREET TREES PROVIDED: 15 PROP. TREES

STREET TREE–MT. HOLLY–HUNTERSVILLE RD.
REQUIRED: 1 TREE PER 40 LF (283/40=7 TREES REQUIRED)
STREET TREES PROVIDED: 7 PROP. TREES

LANDSCAPE LEGEND

SYMBOL	SPECIES
	SOUTHERN RED OAK QUERCUS FALCATA (MIN. 2" CALIPER AND 8' AT THE TIME OF PLANTING)
	DEODAR CEDAR CEDRUS DEODARA (MIN. 2" CALIPER AND 8' AT THE TIME OF PLANTING)
	TULIP–POPLAR LIRIODENDRON TULIPIFERA (MIN. 2" CALIPER AND 8' AT THE TIME OF PLANTING)
	FOSTER HOLLY ILEX ATTENUATA "FOSTER" (MIN. 2" CALIPER AND 8' AT TIME OF PLANTING)
	DWARF BURFORD HOLLY LEX CORNUTA 'BURFORDII NANA' (MIN. 3' AT TIME OF PLANTING, MIN. 6' AT MATURITY)

* THE SPECIES SPECIFIED ON THE PLANS MAY BE SUBSTITUTED WITH SOMETHING ELSE AS LONG AS THEY MEET THE TOWN'S CRITERIA



VICINITY MAP
NOT TO SCALE

STREET TREE NOTE:

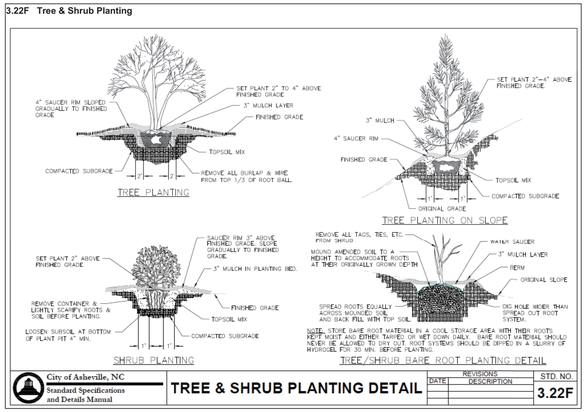
STREET TREE LOCATIONS ARE SUBJECT TO CHANGE DURING CONSTRUCTION PLAN PHASE TO MEET REQUIREMENTS OF THE TOWN'S ENGINEERING STANDARDS AND PROCEDURES MANUAL AND NCDOT PLANTING GUIDELINES

GRADING NOTE:

NO GRADING IN BUFFER WILL EXCEED 3:1 SLOPE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2804.79'	283.24'	S67°41'38"W	283.12'
C2	548.11'	38.23'	N58°20'31"W	38.22'

3.22F Tree & Shrub Planting



City of Asheville, NC
Standard Specifications and Details Manual

TREE & SHRUB PLANTING DETAIL

REVISIONS DATE	DESCRIPTION	STD. NO.
		3.22F

NORTH CAROLINA PROFESSIONAL SEAL 025926 ENGINEER BRIAN T. UPTON

Digitally signed by Brian T. Upton, P.E.
Date: 2025.10.06 13:26:02-04'00'

NORTH CAROLINA BOARD OF CERTIFICATE OF AUTHORIZATION
THE ISAACS GROUP, P.C.
ENGINEERING & LAND SURVEYING
NO. C–1069

GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

NO.	BY	DATE	REVISION
1	CBH	10/6/25	PER REVIEW COMMENTS

Project: LONG CREEK RETAIL
8900 BEATTIES FORD ROAD
HUNTERSVILLE, NC 28078

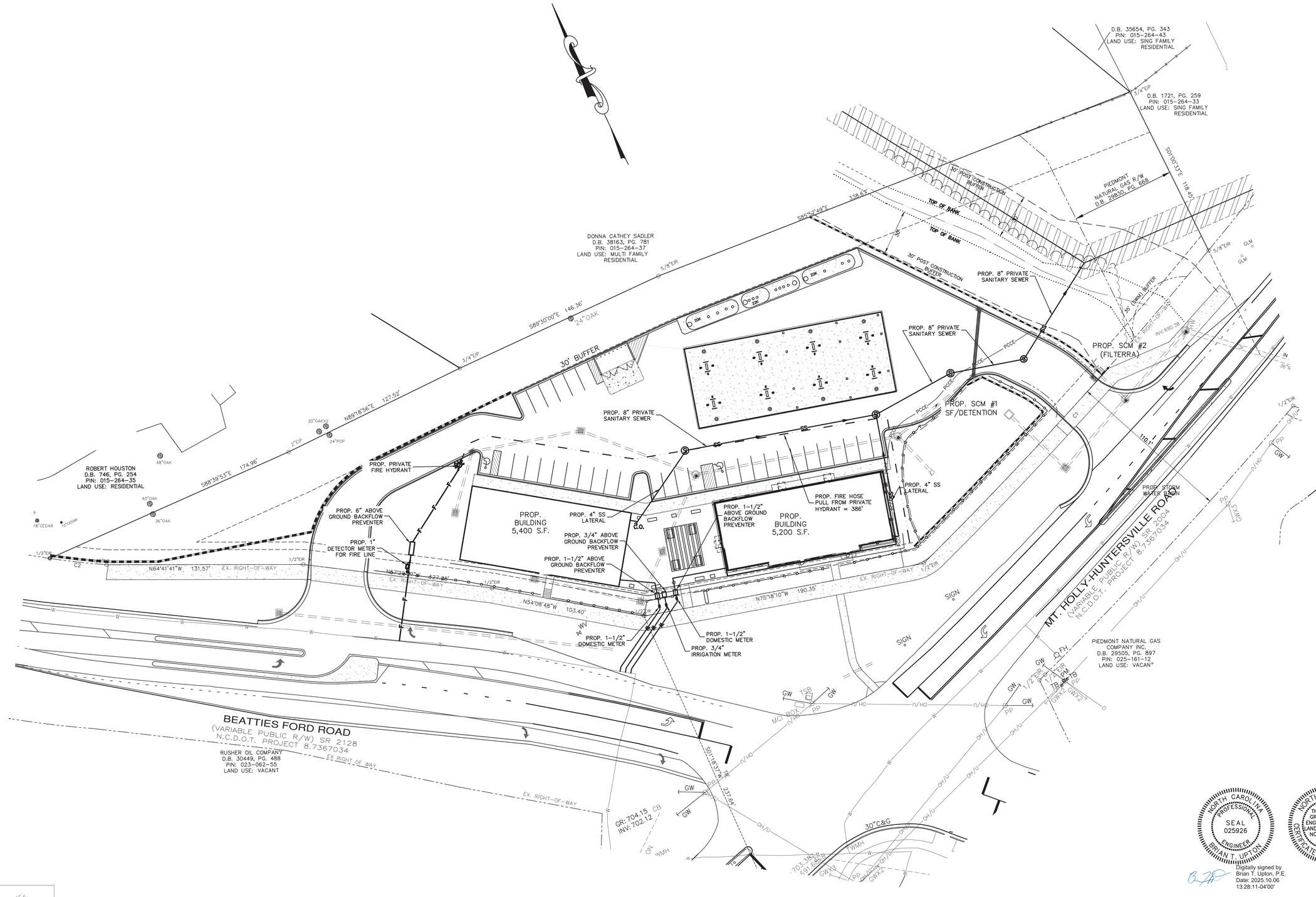
Title: LANDSCAPE PLAN

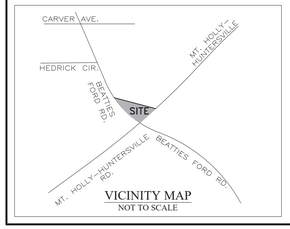
File #: 18048–PB.DWG | Date: 07/01/25 | Project Egr: BTU | Design By: RKS | Drawn By: RKS | Scale: 1"=30'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527–3440 FAX (704) 527–8335

RZ1.2





VICINITY MAP
NOT TO SCALE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2804.79'	283.24'	S67°41'38"W	283.12'
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1 INCH = 30 FEET

NO.	BY	DATE	REVISION
1	CBH	10/6/25	PER REVIEW COMMENTS

NORTH CAROLINA PROFESSIONAL SEAL 025926 ENGINEER BRIAN T. UPTON

THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069 CERTIFICATE OF AUTHORIZATION

Digitally signed by Brian T. Upton, P.E.
Date: 2025.10.06 13:28:11-04'00'

Project: LONG CREEK RETAIL
8900 BEATTIES FORD ROAD
HUNTERSVILLE, NC 28078

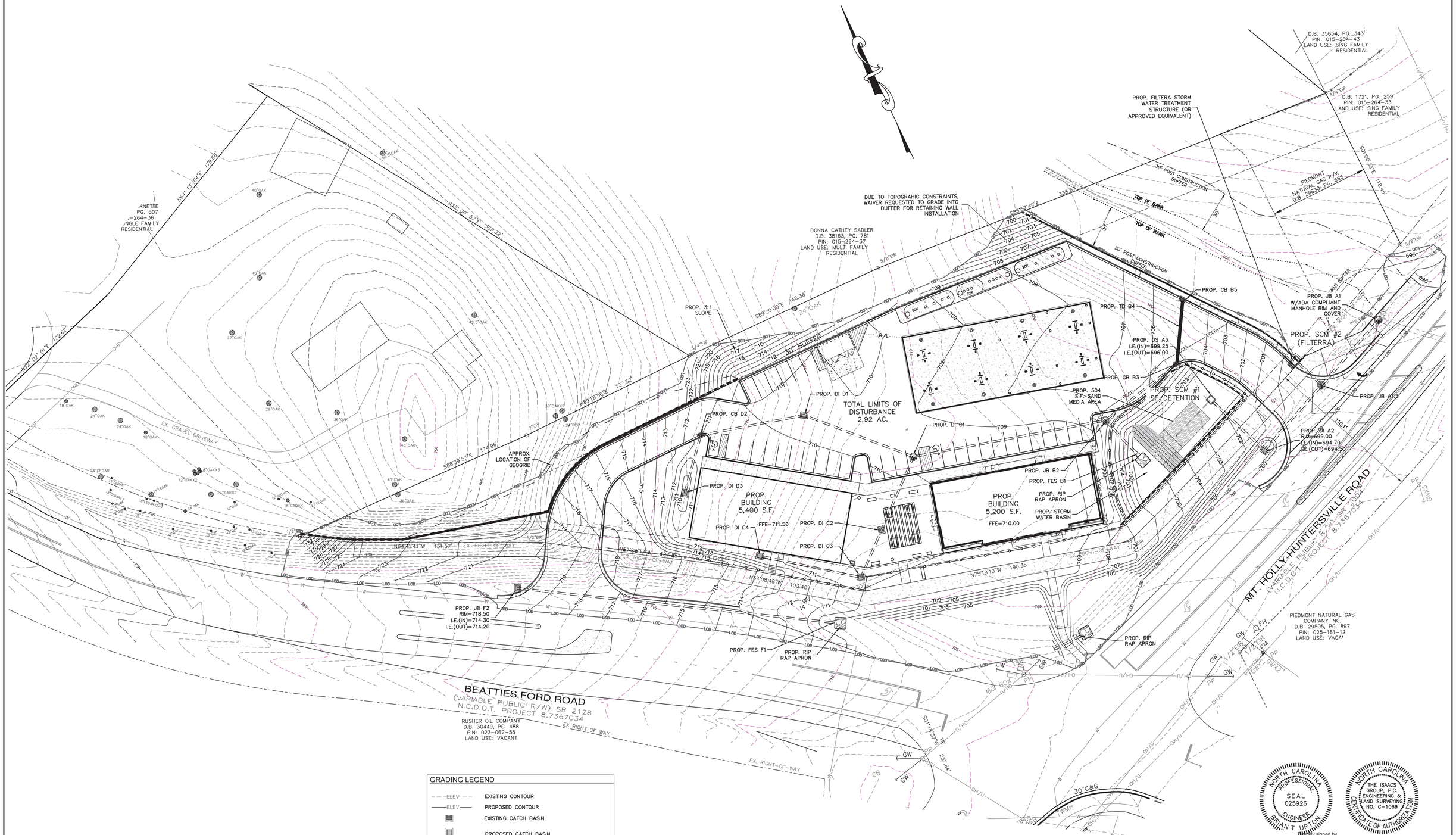
Title: UTILITY PLAN

File #: 18048-PB.DWG | Date: 07/01/25 | Project Egr: BTU | Design By: BTU | Drawn By: RKS | Scale: 1"=30'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING

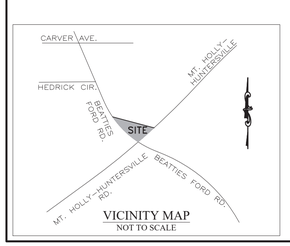
8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

RZ2.0



GRADING LEGEND

ELEV	EXISTING CONTOUR
ELEV	PROPOSED CONTOUR
	EXISTING CATCH BASIN
	PROPOSED CATCH BASIN
	PROPOSED DROP INLET
	PROPOSED JUNCTION BOX
	EXISTING STORM DRAINAGE PIPE
	PROPOSED STORM DRAINAGE PIPE
	CONCRETE SIDEWALK
	STANDARD CURB AND GUTTER
	PROPOSED RETAINING WALL
	LIMITS OF DISTURBANCE
PCCE	STORM EASMENT



VICINITY MAP
NOT TO SCALE

SLOPE GRADING NOTE:

NO VEGETATED SLOPE SHALL BE OVER 3:1

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2804.79'	283.24'	S67°41'38"W	283.12'
C2	548.11'	38.23'	N58°20'31"W	38.22'

GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

NO.	BY	DATE	REVISION
1	CBH	10/6/25	PER REVIEW COMMENTS

NORTH CAROLINA PROFESSIONAL SEAL 025926 ENGINEER BRIAN T. UPTON

Digitally signed by Brian T. Upton, P.E.
Date: 2025.10.06 13:28:57-04'00'

THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069 CERTIFICATE OF AUTHORIZATION

Project: LONG CREEK RETAIL
8900 BEATTIES FORD ROAD
HUNTERSVILLE, NC 28078

Title: GRADING & STORM WATER PLAN

File #: 18048-PB.DWG | Date: 07/01/25 | Project Egr: BTU | Design By: BTU | Drawn By: RKS | Scale: 1"=30'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING
8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

RZ3.0

JEFFREY S BARNETTE
D.B. 33468, PG. 507
PIN: 015-264-36
LAND USE: SINGLE FAMILY RESIDENTIAL

N64°15'04"E 179.84'

POA 3

S31°00'57"E 362.32'

DONNA CATHEY SADLER
D.B. 38163, PG. 781
PIN: 015-264-37
LAND USE: MULTI FAMILY RESIDENTIAL

S89°30'00"E 146.36'

5/8"EIR

3/4"EIP

100 LF OF SHEET FLOW @ 14.0%

550 LF OF S.C. FLOW @ 7.36%

PRE-DEVELOPED(WOODS)
(99,208 S.F.)
2.28 AC.

POA 2

POA

D.B. 35654, PG. 343
PIN: 015-264-43
LAND USE: SING FAMILY RESIDENTIAL

D.B. 1721, PG. 259
PIN: 015-264-33
LAND USE: SING FAMILY RESIDENTIAL

S01°00'33"E 118.45'

NATURAL GAS R/W
D.B. 29830, PG. 668

30' POST CONSTRUCTION BUFFER

TOP OF BANK

30' (NMM) BUFFER

S56°49'49"E 338.51'

EX. GRAVEL DRIVEWAY

EX. RIGHT-OF-WAY

BEATTIES FORD ROAD
(VARIABLE PUBLIC R/W) SR 2128
N.C.D.O.T. PROJECT 8.7367034

RUSHER OIL COMPANY
D.B. 30449, PG. 488
PIN: 023-062-55
LAND USE: VACANT

N54°41'41"W 131.57'

N57°28'37"W 127.28'

N54°08'48"W 103.40'

N75°18'10"W 190.35'

MT. HOLLY-HUNTERSVILLE ROAD
(VARIABLE PUBLIC R/W) SR 2004
N.C.D.O.T. PROJECT 8.7367034

PIEDMONT NATURAL GAS COMPANY INC.
D.B. 29505, PG. 897
PIN: 025-161-12
LAND USE: VACANT

S01°18'37"W 237.64'

GR: 704.15'
INV: 702.12' CB

30"C&G

TWMH

INV 690.38

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2804.79'	283.24'	S67°41'38"W	283.12'
C2	548.11'	38.23'	N58°20'31"W	38.22'

GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

VICINITY MAP
NOT TO SCALE
CARVER AVE.
HEDRICK CIR.
BEATTIES FORD RD.
MT. HOLLY-HUNTERSVILLE
MT. HOLLY-HUNTERSVILLE BEATTIES FORD RD.

NORTH CAROLINA PROFESSIONAL SEAL 025926 ENGINEER BRIAN T. UPTON

Digitally signed by Brian T. Upton, P.E.
Date: 2025.10.06 13:29:26-04'00'

THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069

CERTIFICATE OF AUTHORIZATION

NO.	BY	DATE	REVISION
1	CBH	10/6/25	PER REVIEW COMMENTS

Project: LONG CREEK RETAIL
8900 BEATTIES FORD ROAD
HUNTERSVILLE, NC 28078

Title: EXISTING HYDROLOGY PLAN

File #: 18048-PB.DWG | Date: 07/01/25 | Project Egr: BTU | Design By: BTU | Drawn By: RKS | Scale: 1"=30'

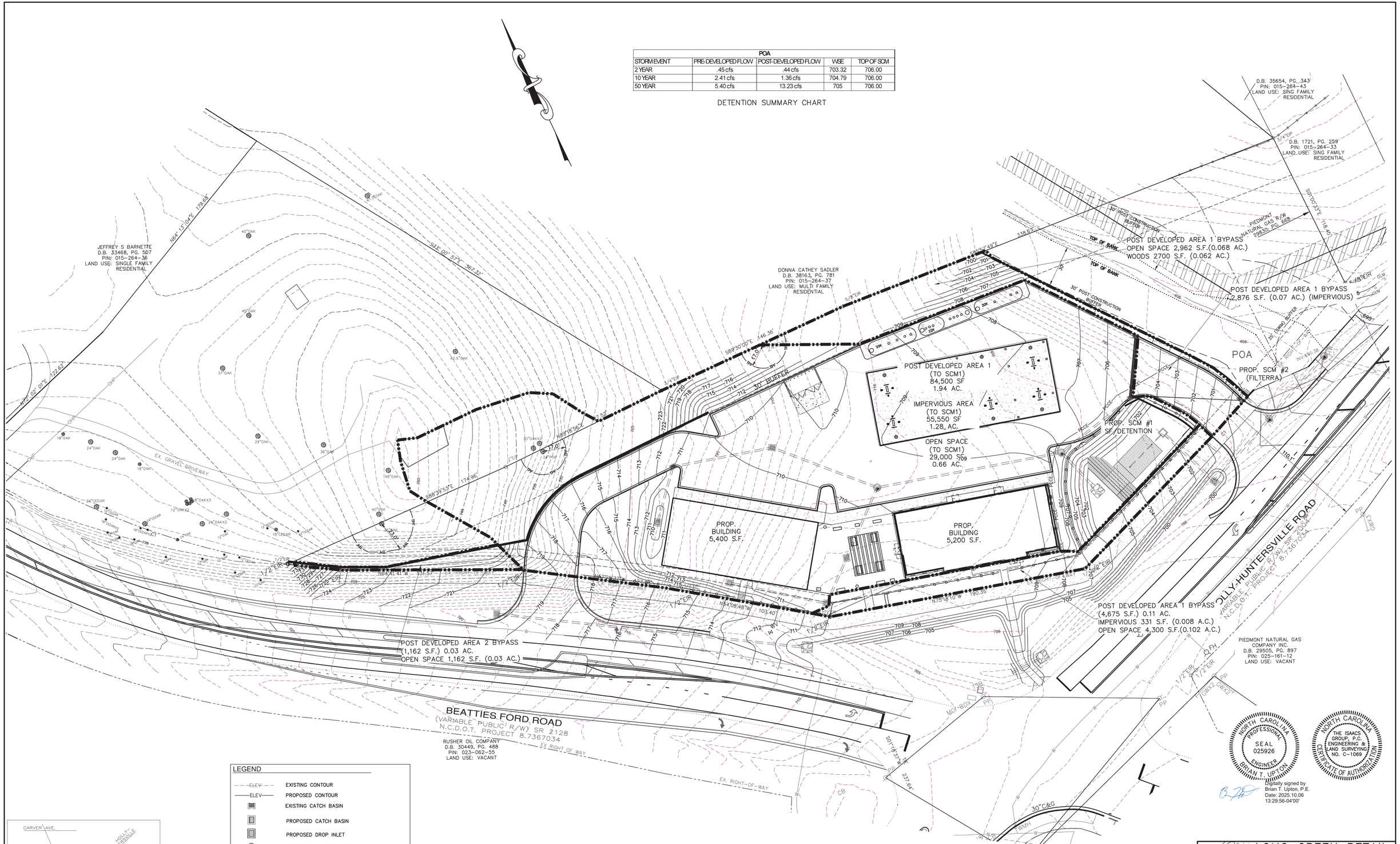
THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

RZ3.1

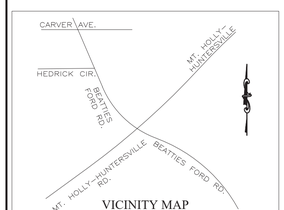
POA				
STORM EVENT	PRE-DEVELOPED FLOW	POST-DEVELOPED FLOW	WSE	TOP OF SCM
2 YEAR	.45 cfs	.44 cfs	703.32	706.00
10 YEAR	2.41 cfs	1.36 cfs	704.79	706.00
50 YEAR	5.40 cfs	13.23 cfs	705	706.00

DETENTION SUMMARY CHART



LEGEND

ELEV	EXISTING CONTOUR
ELEV	PROPOSED CONTOUR
	EXISTING CATCH BASIN
	PROPOSED CATCH BASIN
	PROPOSED DROP INLET
	PROPOSED JUNCTION BOX
	EXISTING STORM DRAINAGE PIPE
	CONCRETE SIDEWALK
	STANDARD CURB AND GUTTER
	PROPOSED RETAINING WALL
	DRAINAGE AREA LIMITS
PCCE	STORM EASMENT



VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

NO.	BY	DATE	REVISION
1	CBH	10/6/25	PER REVIEW COMMENTS

NORTH CAROLINA PROFESSIONAL SEAL 025926 ENGINEER BRIAN T. UPTON

NORTH CAROLINA THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069 CERTIFICATE OF AUTHORIZATION

Digitally signed by Brian T. Upton, P.E.
Date: 2025.10.06 13:29:56-04'00'

Project: LONG CREEK RETAIL
8900 BEATTIES FORD ROAD
HUNTERSVILLE, NC 28078

Title: POST DEVELOPED MAP & CALCULATIONS

File #: 18048-PB.DWG | Date: 07/01/25 | Project Egr: BTU
Design By: BTU
Drawn By: RKS
Scale: 1"=30'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

RZ3.2

SCM #2 SIZING CHART

NCDEQ Stormwater Design Manual

drainage areas that are larger, or not fully impervious, Contech Engineered Solutions can prepare a custom sizing on a project specific basis to provide the most economical system design.

Table 1. Filterra Sizing based on Withers & Ravenel (2008) and NC Stormwater Rules

Filterra Model	Media Area at 140"/hr (sf)	Recommended Impervious Drainage Area (ac)	Outlet Pipe Size
4x4	16	0.06	4" PVC
4x6 / 6x4	24	0.14	4" PVC
4x8 / 8x4	32	0.19	4" PVC
6x6	36	0.21	4" PVC
6x8 / 8x6 / 4x12 / 12x4	48	0.28	4" PVC
6x10 / 10x6	60	0.35	6" PVC
6x12 / 12x6	72	0.42	6" PVC
7x13 / 13x7	91	0.54	6" PVC
Other / Custom Sizes / Filterra Bioscape	TBD	Media Area = 0.39%	TBD

1. Contact Contech for information on other available configurations.
2. A standard PVC coupling is cast into the wall to connect to discharge piping.
3. Dimensions shown are internal.

WATER QUALITY CALCULATIONS SCM #1

BMP Drainage Information:

Drainage Facility No.:	1	
Total Drainage Area, A_D (Ac.) =	1.94	See Drainage Area Exhibit
Impervious Area (Ac.) =	1.51	Total Proposed Impervious Area
Percent Impervious Area, I_A =	78	(Cecil Soils)
SCS Curve Number, CN =	90	(Hydrologic Group B Soil)
Time of Concentration, t_c =	N/A	See Computer Output

Stage-Storage Information:

Top of Filter Media = 700.5

Elevation	Total Surface Area (ft²)	Incremental Volume (ft³)	Cumulative Volume (ft³)	Forebay Surface Area (ft²)	Forebay Cumulative Volume (ft³)
700.50	720	0	0	0	0
701.00	2507	807	807	616	154
702.00	3123	2,815	3,622	885	905
702.50	3358	1,620	5,242	1008	1,378
703.00	3636	1,749	6,991		
704.00	4090	3,863	10,854		
705.00	4440	4,265	15,119		
706.00	4833	4,637	19,755		

Compute Water Quality Volume (WQ_v) - Schueler Method:

Runoff Coefficient, R, =	0.751	= 0.05 + 0.009(I_A)
Water Quality Volume, WQ (acre-feet) =	**0.12**	= 1.0RA_D/12
Water Quality Volume, WQ (ft³) =	**5285.28**	= (43,560)(1.0)RA_D/12
Water Quality Storage Elevation =	702.51	***Interpolated***

Compute Modified Curve Number (CN_m):

$CN_m = 1000/[10 + 5P + 10WQ_v - 10(WQ_v^2 + 1.25WQ_vP)^{0.5}]$

P = rainfall, in inches (use 1.0 inches)

WQ_v = Water Quality Volume, in inches (1.0R$_v$)

Modified Curve Number, CN_m =	97.54	

Use CN_m to calculate the peak discharge produced from routing the 1-inch, 6-hour storm event.

Compute Channel Protection Volume (CP_v):

Potential maximum soil retention, S (inches) =	1.14	= 1000/CN-10
Accum. rainfall (potential maximum runoff), P (in.) =	2.58	= 1-year, 24-hour storm event
Accum. runoff volume, Q (inches) =	1.59	= (P - 0.2S)² / (P + 0.8S)
Channel Protection Volume, CP_v (acre-feet) =	**0.26**	= (Q)(A_D)(1foot/12 inches)
Channel Protection Volume, CP_v (ft³) =	**11173.90**	= (Q)(A_D)(1foot/12 inches)(43560)
Actual Channel Protection Storage Elevation =	704.08	Interpolated

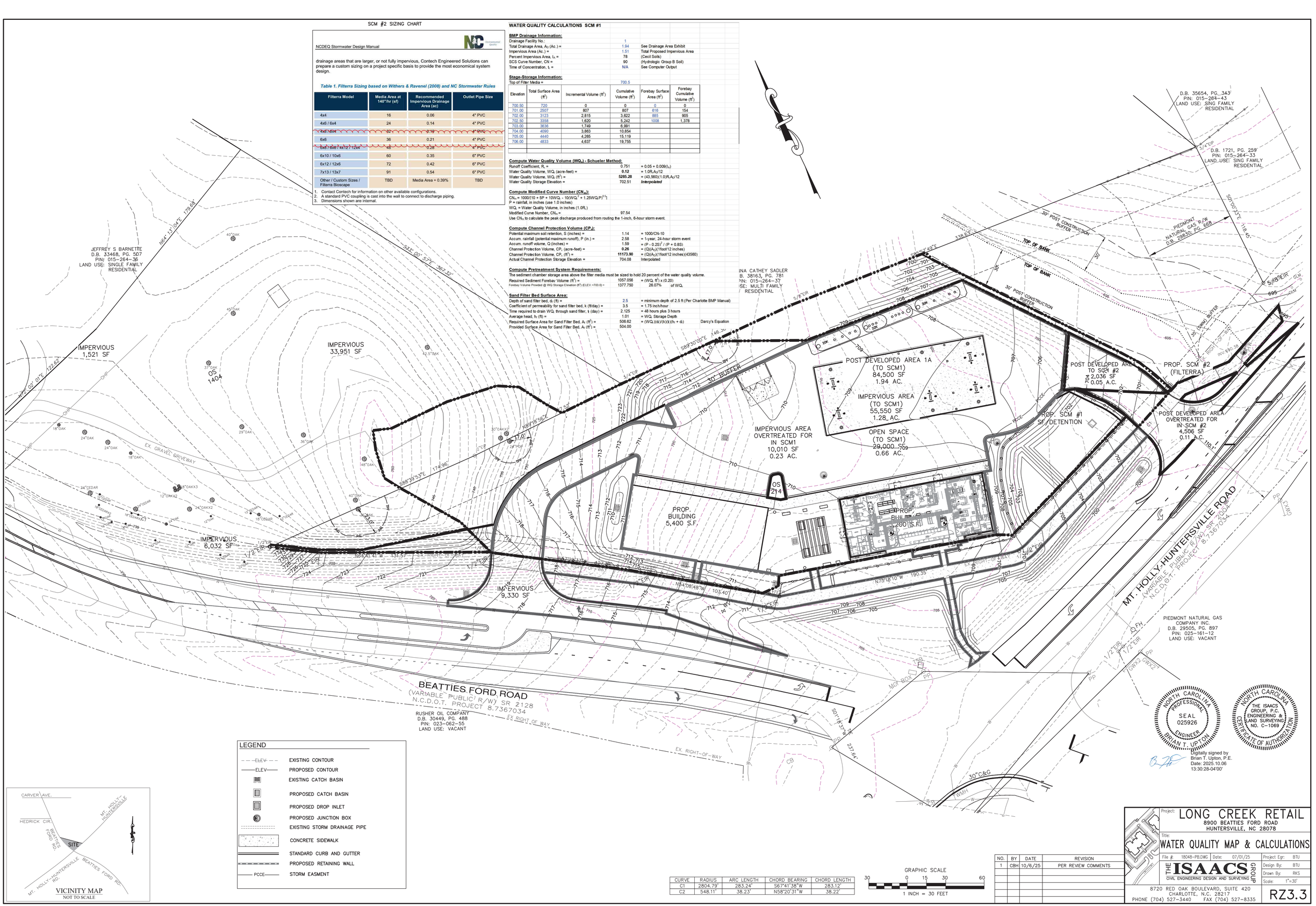
Compute Pretreatment System Requirements:

The sediment chamber storage area above the filter media must be sized to hold 20 percent of the water quality volume.

Required Sediment Forebay Volume (ft³) =	1057.056	= (WQ$_v$ ft³) x (0.20)
Forebay Volume Provided @ WQ Storage Elevation (ft³) @ELEV.=703.0) =	1377.750	26.07% of WQ$_v$

Sand Filter Bed Surface Area:

Depth of sand filter bed, d, (ft) =	2.5	= minimum depth of 2.5 ft (Per Charlotte BMP Manual)
Coefficient of permeability for sand filter bed, k (ft/day) =	3.5	= 1.75 inch/hour
Time required to drain WQ$_v$ through sand filter, t_f (day) =	2.125	= 48 hours plus 3 hours
Average head, h_f (ft) =	1.01	= WQ$_v$ Storage Depth
Required Surface Area for Sand Filter Bed, A_f (ft²) =	506.62	= (WQ_v)(d)/(k)(t_f)(h_f + d) Darcy's Equation
Provided Surface Area for Sand Filter Bed, A_f (ft²) =	504.00	



LEGEND

- EXISTING CONTOUR (ELEV)
- PROPOSED CONTOUR (ELEV)
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- PROPOSED DROP INLET
- PROPOSED JUNCTION BOX
- EXISTING STORM DRAINAGE PIPE
- CONCRETE SIDEWALK
- STANDARD CURB AND GUTTER
- PROPOSED RETAINING WALL
- STORM EASMENT (PCCE)

VICINITY MAP
NOT TO SCALE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2804.79'	283.24'	S67°41'38"W	283.12'
C2	548.11'	38.23'	N58°20'31"W	38.22'

GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

NO.	BY	DATE	REVISION
1	CBH	10/6/25	PER REVIEW COMMENTS

NORTH CAROLINA PROFESSIONAL SEAL 025926 ENGINEER BRIAN T. UPTON

THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069 CERTIFICATE OF AUTHORIZATION

Digitally signed by Brian T. Upton, P.E.
Date: 2025.10.06 13:30:28-04'00'

Project: LONG CREEK RETAIL
8900 BEATTIES FORD ROAD
HUNTERSVILLE, NC 28078

Title: WATER QUALITY MAP & CALCULATIONS

File #: 18048-PB.DWG | Date: 07/01/25 | Project Egr: BTU | Design By: BTU | Drawn By: RKS | Scale: 1"=30'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

RZ3.3

SPECIMEN TREE SAVE REQUIREMENT:

FOR HC ZONING, TREE SAVE = 30% OF SPECIMEN TREES
(CANOPY TREES > 24" OR UNDERSTORY TREES > 18")

THERE ARE 6 SPECIMEN TREES ON THIS SITE.
30% OF 6 SPECIMEN TREES = 0.30 x 6 = 1.8 TREES (REQUIRED TO BE SAVED)

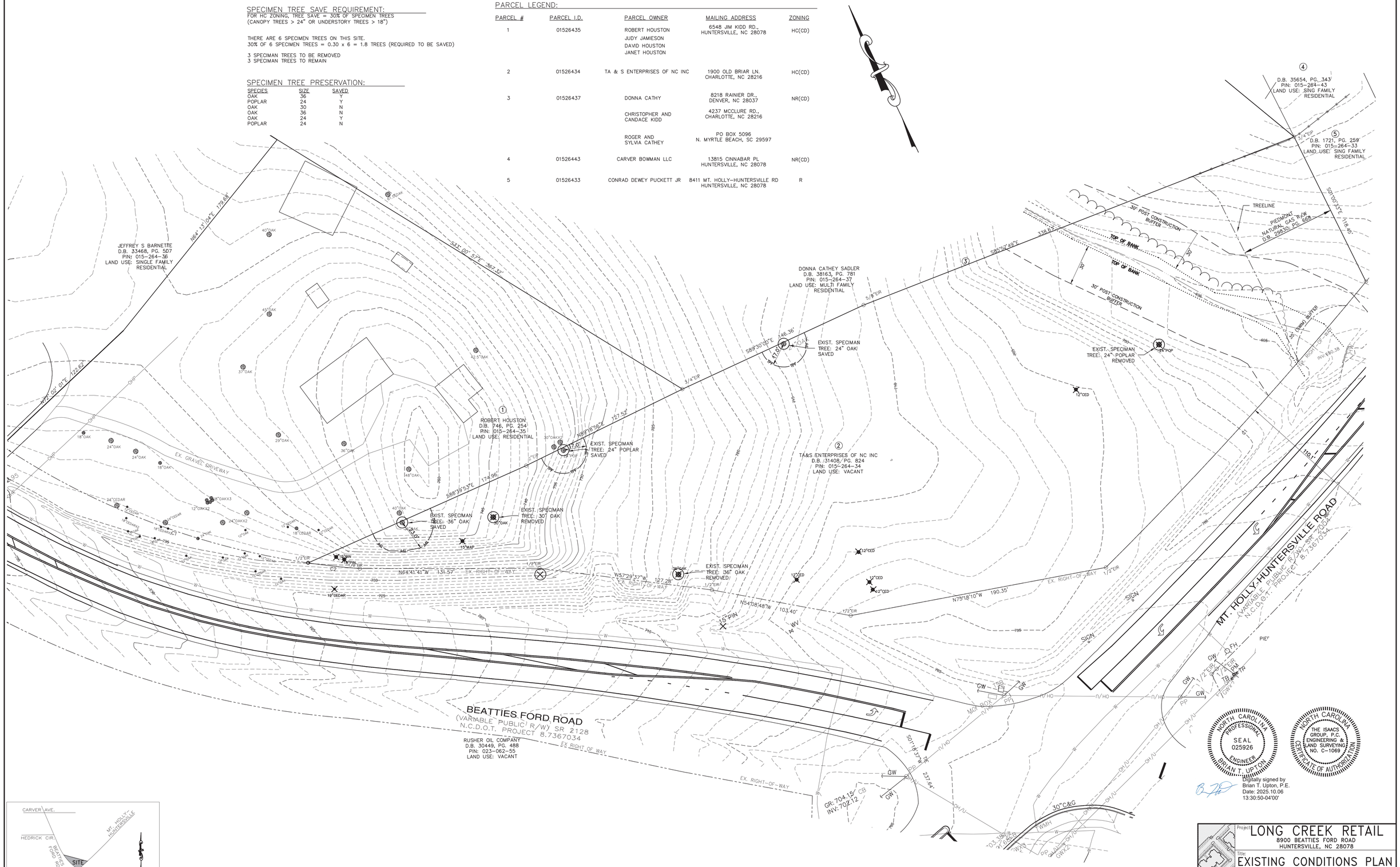
3 SPECIMAN TREES TO BE REMOVED
3 SPECIMAN TREES TO REMAIN

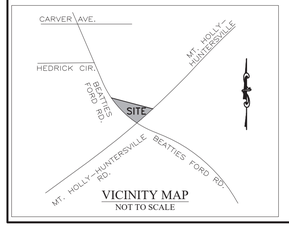
SPECIMEN TREE PRESERVATION:

SPECIES	SIZE	SAVED
OAK	36	Y
POPLAR	24	Y
OAK	30	N
OAK	36	N
OAK	24	Y
POPLAR	24	N

PARCEL LEGEND:

PARCEL #	PARCEL I.D.	PARCEL OWNER	MAILING ADDRESS	ZONING
1	01526435	ROBERT HOUSTON JUDY JAMIESON DAVID HOUSTON JANET HOUSTON	6548 JIM KIDD RD., HUNTERSVILLE, NC 28078	HC(CD)
2	01526434	TA & S ENTERPRISES OF NC INC	1900 OLD BRIAR LN. CHARLOTTE, NC 28216	HC(CD)
3	01526437	DONNA CATHY	8218 RAINIER DR., DENVER, NC 28037	NR(CD)
		CHRISTOPHER AND CANDACE KIDD	4237 MCCLURE RD., CHARLOTTE, NC 28216	
		ROGER AND SYLVIA CATHEY	PO BOX 5096 N. MYRTLE BEACH, SC 29597	
4	01526443	CARVER BOWMAN LLC	13815 CINNABAR PL HUNTERSVILLE, NC 28078	NR(CD)
5	01526433	CONRAD DEWEY PUCKETT JR	8411 MT. HOLLY-HUNTERSVILLE RD HUNTERSVILLE, NC 28078	R





VICINITY MAP
NOT TO SCALE

NORTH CAROLINA PROFESSIONAL SEAL 025926 ENGINEER BRIAN T. UPTON

NORTH CAROLINA THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069 CERTIFICATE OF AUTHORIZATION

Digitally signed by Brian T. Upton, P.E.
Date: 2025.10.06 13:30:50-04'00'

NO.	BY	DATE	REVISION
1	CBH	10/6/25	PER REVIEW COMMENTS

Project: LONG CREEK RETAIL
8900 BEATTIES FORD ROAD
HUNTERSVILLE, NC 28078

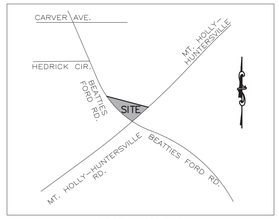
Title: EXISTING CONDITIONS PLAN

File #: 18048-PB.DWG | Date: 07/01/25 | Project Egr: BTU | Design By: BTU | Drawn By: RKS | Scale: 1"=30'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

RZ4.0



VICINITY MAP
NOT TO SCALE

JEFFREY S BARNETTE
D.B. 33468, PG. 507
PIN: 015-264-36
LAND USE: SINGLE FAMILY RESIDENTIAL

ROBERT HOUSTON
D.B. 746, PG. 254
PIN: 015-264-35
LAND USE: RESIDENTIAL

DONNA CATHEY SADLER
D.B. 38163, PG. 781
PIN: 015-264-37
LAND USE: MULTI FAMILY RESIDENTIAL

D.B. 35654, PG. 343
PIN: 015-264-43
LAND USE: SING FAMILY RESIDENTIAL

D.B. 1721, PG. 259
PIN: 015-264-33
LAND USE: SING FAMILY RESIDENTIAL

PIEDMONT NATURAL GAS R/W
D.B. 29830, PG. 669

RUSHER OIL COMPANY
D.B. 30449, PG. 488
PIN: 023-062-55
LAND USE: VACANT

BEATTIES FORD ROAD
(VARIABLE PUBLIC R/W) SR 2128
N.C.D.O.T. PROJECT 8.7367034

MT. HOLLY-HUNTERSVILLE ROAD
(VARIABLE PUBLIC R/W) SR 2136
N.C.D.O.T. PROJECT 8.7367034

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	10.00%	
2	10.00%	15.00%	
3	15.00%	25.00%	
4	25.00%	100.00%	

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2804.79'	283.24'	S67°41'38"W	283.12'
C2	548.11'	38.23'	N58°20'31"W	38.22'

GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

NO.	BY	DATE	REVISION

NORTH CAROLINA PROFESSIONAL SEAL 025926 ENGINEER BRIAN T. UPTON

THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069 CERTIFICATE OF AUTHORIZATION

Digitally signed by Brian T. Upton, P.E.
Date: 2025.07.01 14:48:00-04'00'

Project: LONG CREEK RETAIL
8900 BEATTIES FORD ROAD
HUNTERSVILLE, NC 28078

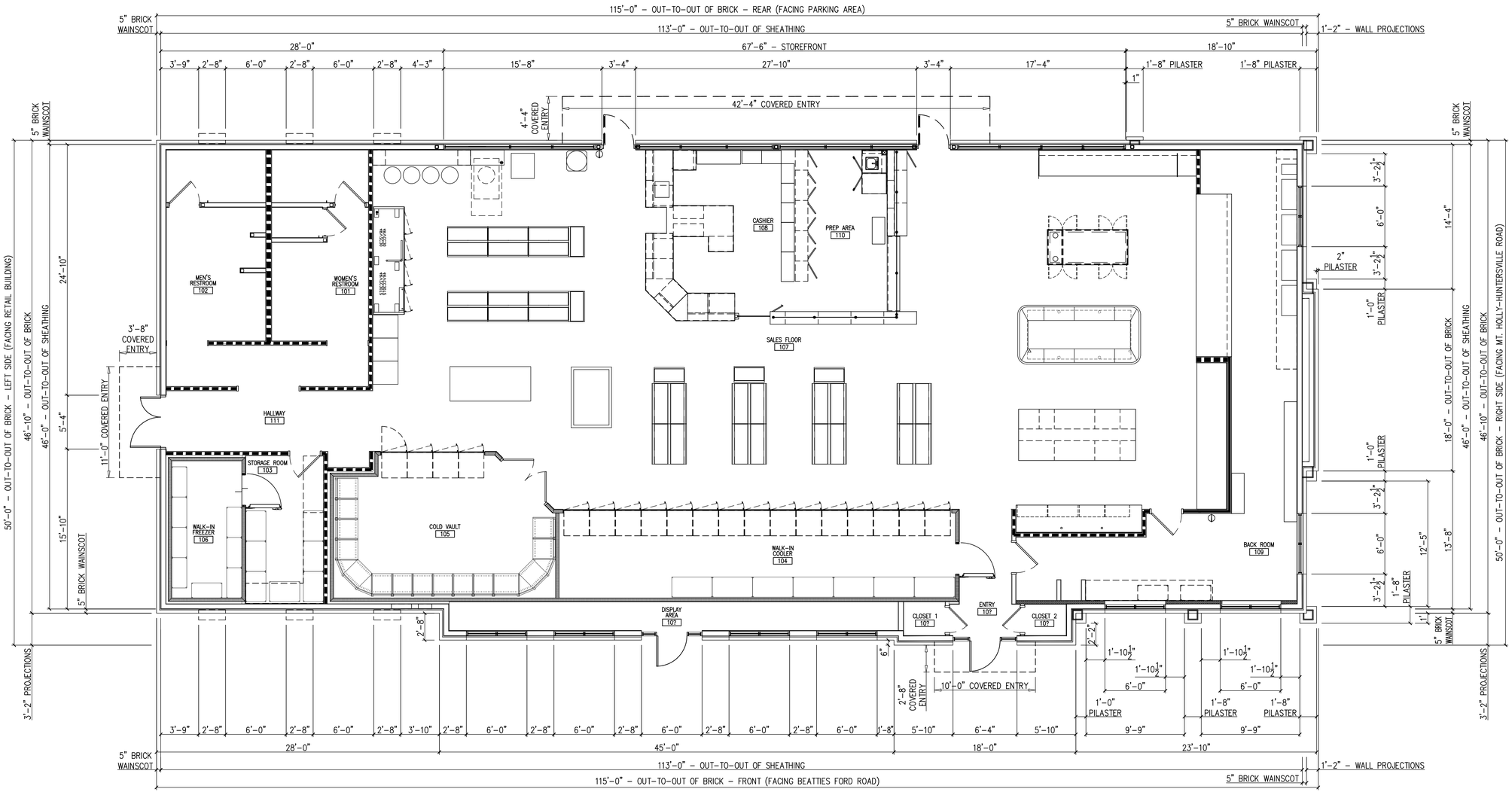
Title: SLOPE ANALYSIS PLAN

File #: 18048-PB.DWG | Date: 07/01/25 | Project Egr: BTU | Design By: BTU | Drawn By: RKS | Scale: 1"=30'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING

8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

RZ4.1



Ted Richard Brown, PLLC
Architectural Services
Post Office Box 2070, Matthews, North Carolina 28106
Telephone: (704) 536-1111

NEW CONVENIENCE STORE FOR:

CIRCLE K

BEATTIES FORD ROAD &
HUNTERSVILLE, NORTH CAROLINA 28759

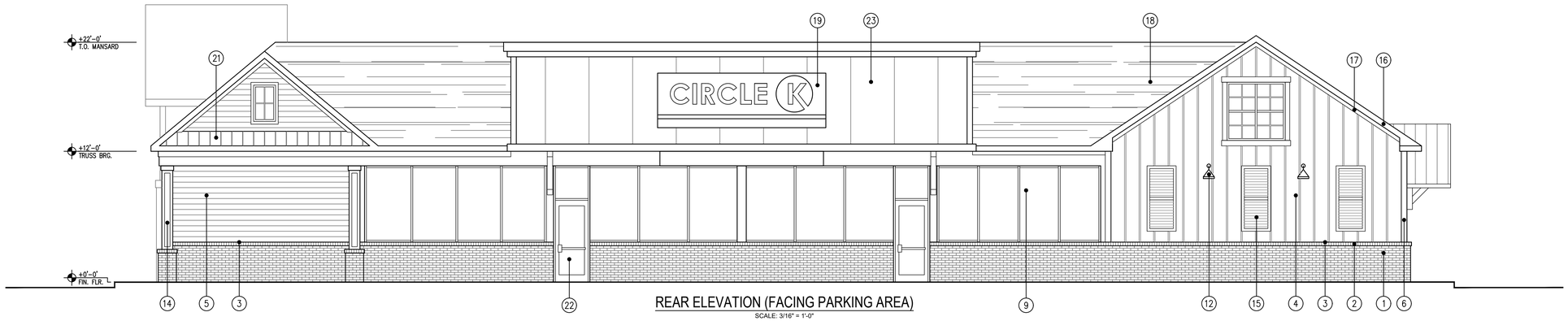
CHRIS HOPE/PROFESSIONAL ENGINEER/2617 ROLLING HILLS DRIVE/MONROE, NC 28110/(704) 882-1500

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

Revisions	7/16/2024
Scale	AS NOTED
Drawn By	CTC
Checked By	TRB
Date	2/28/2024
Job No	????4

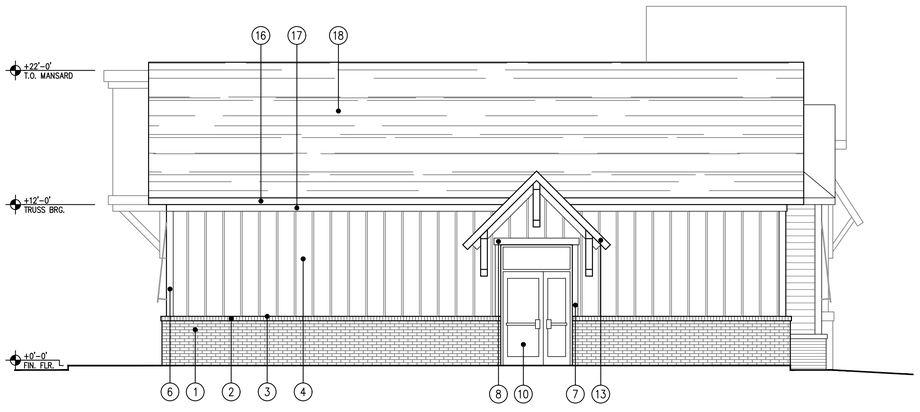
FLOOR PLAN & ROOM FINISH SCHEDULE

A1.2



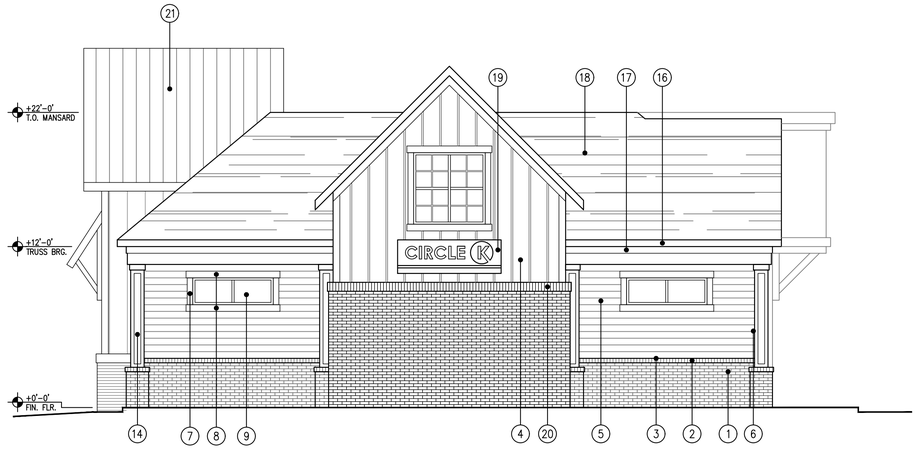
REAR ELEVATION (FACING PARKING AREA)

SCALE: 3/16" = 1'-0"



LEFT SIDE ELEVATION (FACING ADJACENT BUILDING)

SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION (FACING MT HOLLY-HUNTERSVILLE RD)

SCALE: 3/16" = 1'-0"



FRONT ELEVATION (FACING BEATTIES FORD ROAD)

SCALE: 3/16" = 1'-0"

NOTES

1. ALL MATERIALS AND FINISHES TO BE INSTALLED PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS.
2. GENERAL CONTRACTOR TO VERIFY ALL EXTERIOR COLORS AND FINISHES WITH THE OWNER PRIOR TO CONSTRUCTION.
3. REFER TO WOOD ROOF TRUSS SEALED DRAWINGS.
4. REFER TO SHOP DRAWINGS BY CANOPY MANUFACTURER'S ENGINEER.
5. REFER TO STRUCTURAL ENGINEERING DRAWINGS.

EXTERIOR FINISH NOTES

1 BRICK WAINSCOT – RUNNING BOND
2 SLOPING BRICK ROWLOCK
3 CONTINUOUS METAL FLASHING – UNDER W.R. BARRIER AT SIDING, ON TOP OF BRICK
4 PAINTED BOARD AND BATTEN SIDING WITH 1X2 BATTENS ON CEDAR TEXTURE PANELS
5 PAINTED CEDAR TEXTURE HORIZONTAL LAP SIDING: 6"-8" EXPOSURE
6 1" X 5.5" PAINTED CEDAR TEXTURE CORNER TRIM
7 1" X 4.5" PAINTED CEDAR TEXTURE VERTICAL WINDOW TRIM
8 1" X 5.5" PAINTED CEDAR TEXTURE HORIZONTAL WINDOW TRIM
9 STOREFRONT WINDOW – 1" CLEAR, INSULATED GLASS IN ANODIZED ALUMINUM FRAME
10 3' X 7' STOREFRONT DOOR WITH CLEAR, INSULATED GLASS IN ANODIZED ALUMINUM FRAME
11 3' X 6' ENTRY DOOR WITH CLEAR, INSULATED GLASS IN ANODIZED ALUMINUM FRAME
12 WALL MOUNT DECORATIVE LIGHT
13 STANDING SEAM METAL AWNING SUPPORTED BY OVERSIZED PAINTED BRAKETS
14 PAINTED CEDAR TEXTURE DECORATIVE PILASTER ON BRICK BASE
15 DECORATIVE METAL SHUTTERS
16 METAL FASCIA TRIM
17 1" X 4.5" PAINTED CEDAR TEXTURE FRIEZE BOARD
18 ARCHITECTURAL STYLE FIBERGLASS ROOF SHINGLES ON WEATHER RESISTANT BARRIER
19 SIGN IN STANDARD CIRCLE K COLORS – ALL SIGNAGE TO MEET LOCAL ZONING ORDINANCE
20 BRICK SOLDIER COURSE
21 STANDING SEAM METAL ROOF ON WEATHER RESISTANT BARRIER
22 3' X 7'-6" ENTRY DOOR WITH CLEAR, INSULATED GLASS IN ANODIZED ALUMINUM FRAME
23 PAINTED CEDAR TEXTURE PANELS INSTALLED VERTICALLY, CAULK SEAMS

Ted Richard Brown, PLLC
Architectural Services
Post Office Box 2070, Matthews, North Carolina 28106
Telephone: (704) 536-1111

NEW CONVENIENCE STORE FOR:

CIRCLE K

BEATTIES FORD ROAD &
HUNTERSVILLE, NORTH CAROLINA 28759

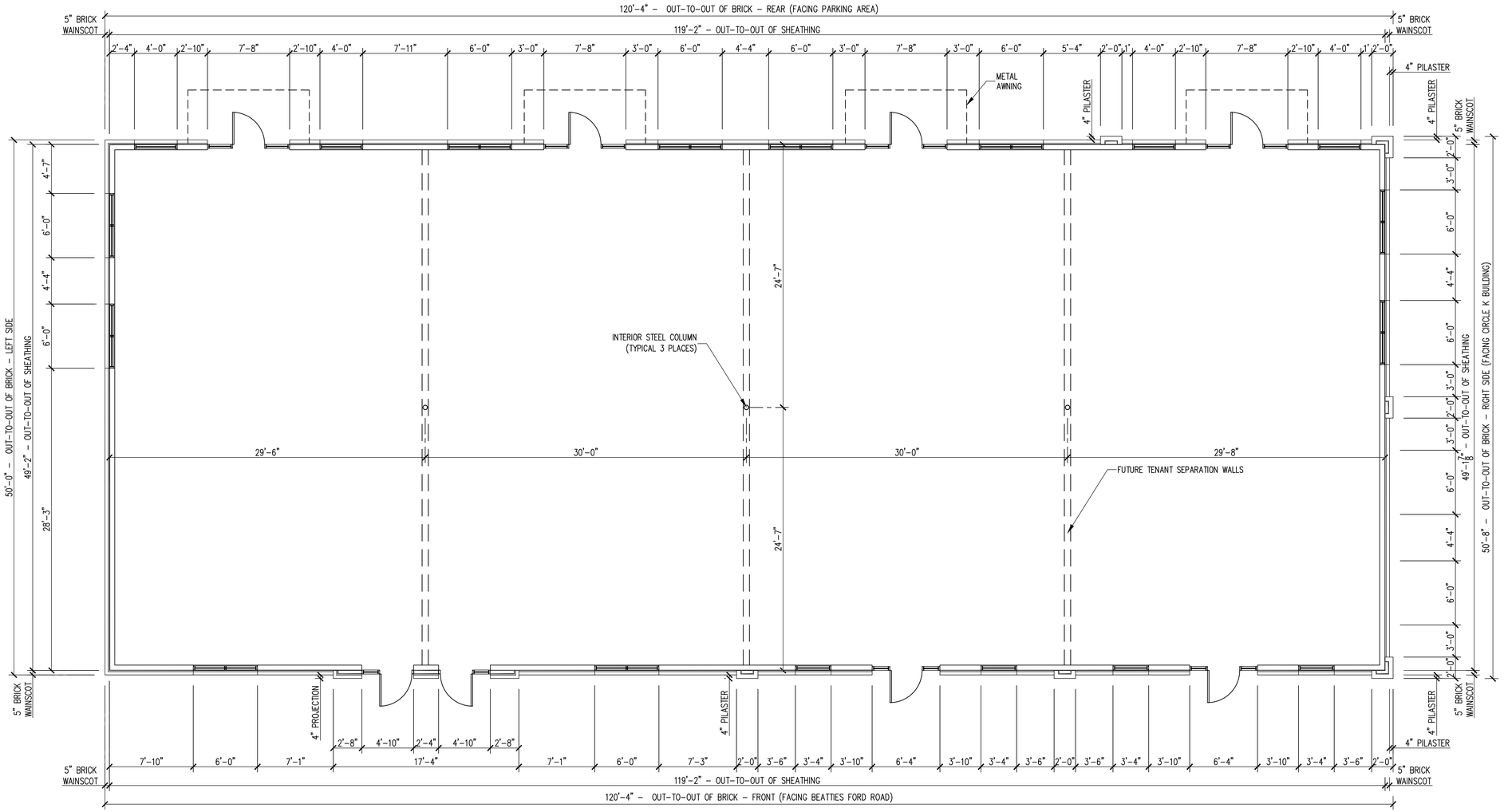
CHRIS HOPE/PROFESSIONAL ENGINEER/2617 ROLLING HILLS DRIVE/MONROE, NC 28110/(704) 882-1500

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

Revisions	
Scale	AS NOTED
Drawn By	CTC
Checked By	TRB
Date	2/28/2024
Job No	????4

EXTERIOR ELEVATIONS

A2.1



PRELIMINARY FLOOR PLAN
SCALE: 3/16" = 1'-0"

CUMMINGS
CONSTRUCTION CORPORATION
POST OFFICE BOX 692
MATTHEWS, NC 28106
(704) 845-7868
www.cummingsconst.com

PROPOSED RETAIL LEASE BUILDING FOR:

LONG CREEK RETAIL

BEATTIES FORD ROAD
CHARLOTTE, NORTH CAROLINA

2617 ROLLING HILLS DRIVE/MONROE, NC 28110/(704) 882-1500

CHRIS HOPE/LICENSE #5044/PROFESSIONAL ENGINEER

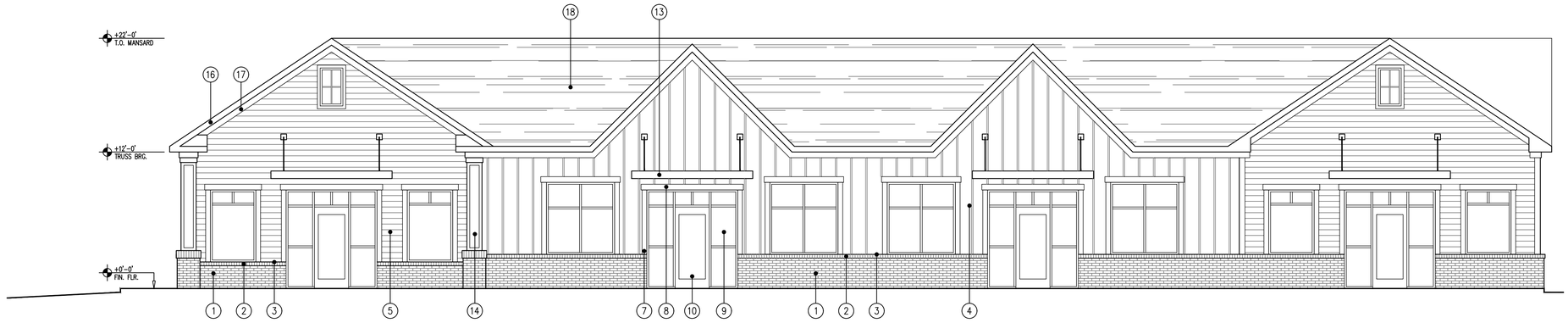
PRELIMINARY PLANS
NOT FOR CONSTRUCTION

Revisions	
Scale	AS NOTED
Drawn By	CTC
Checked By	TRB
Date	2/28/2024
Job No	????4

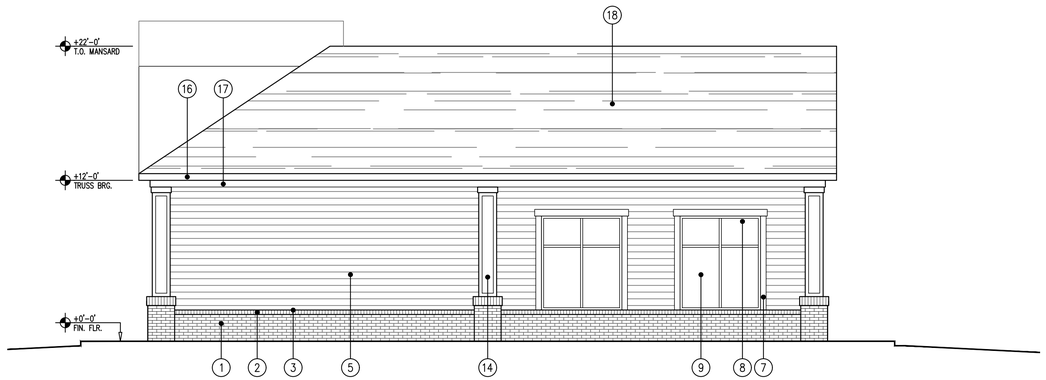
A-1

OF 2

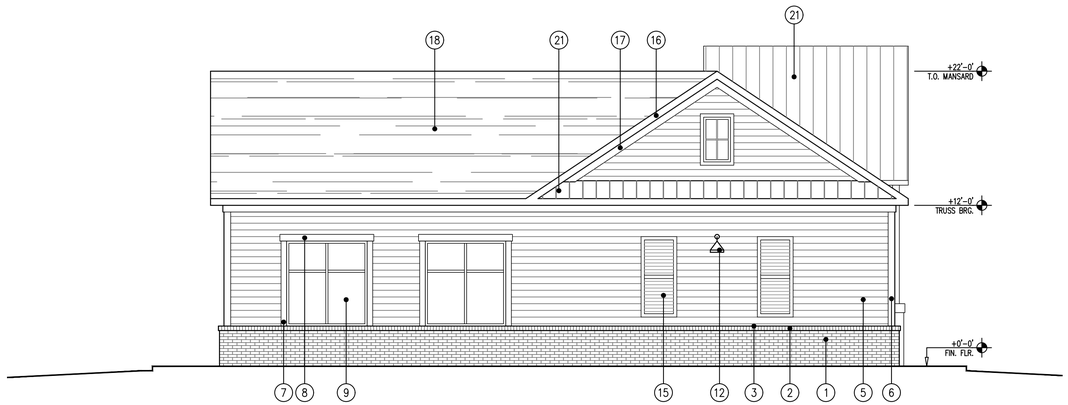
Ted Richard Brown, PLLC
Architectural Services
Post Office Box 2070, Matthews, North Carolina 28106
Telephone: (704) 330-1111



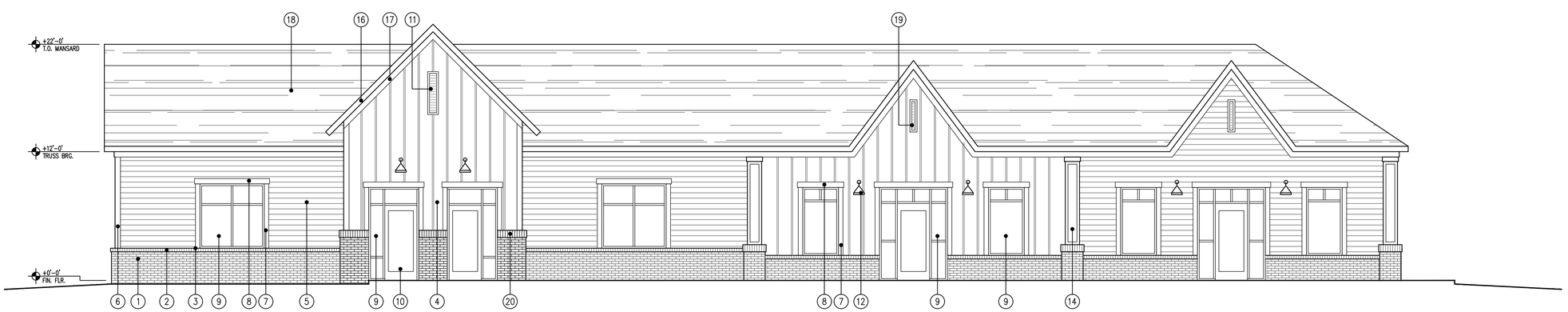
REAR ELEVATION (FACING PARKING AREA)
SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION (FACING CIRCLE K BUILDING)
SCALE: 3/16" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 3/16" = 1'-0"



FRONT ELEVATION (FACING BEATTIES FORD ROAD)
SCALE: 3/16" = 1'-0"

NOTES

1. ALL MATERIALS AND FINISHES TO BE INSTALLED PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS.
2. GENERAL CONTRACTOR TO VERIFY ALL EXTERIOR COLORS AND FINISHES WITH THE OWNER PRIOR TO CONSTRUCTION.
3. REFER TO WOOD ROOF TRUSS SEALED DRAWINGS.
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5. REFER TO STRUCTURAL ENGINEERING DRAWINGS.

EXTERIOR FINISH NOTES

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2 SLOPING BRICK ROWLOCK
3 CONTINUOUS METAL FLASHING – UNDER W.R. BARRIER AT SIDING, ON TOP OF ROWLOCK
4 PAINTED BOARD AND BATTEN SIDING WITH 1X2 BATTENS ON CEDAR TEXTURE PANELS
5 PAINTED CEDAR TEXTURE HORIZONTAL LAP SIDING: 6"–8" EXPOSURE
6 1" X 5.5" PAINTED CEDAR TEXTURE CORNER TRIM
7 1" X 4.5" PAINTED CEDAR TEXTURE VERTICAL WINDOW TRIM
8 1" X 5.5" PAINTED CEDAR TEXTURE HORIZONTAL WINDOW TRIM
9 STOREFRONT WINDOW – 1" CLEAR, INSULATED GLASS IN ANODIZED ALUMINUM FRAME
10 3' X 7' STOREFRONT DOOR WITH CLEAR, INSULATED GLASS IN ANODIZED ALUMINUM FRAME
11 12" X 48" DECORATIVE VERTICAL VENT
12 WALL MOUNT DECORATIVE LIGHT
13 METAL AWNING SUPPORTED BY DECORATIVE METAL RODS WITH UNDERMOUNT LIGHTING
14 PAINTED CEDAR TEXTURE DECORATIVE PILASTER ON BRICK BASE
15 DECORATIVE METAL SHUTTERS
16 METAL FASCIA TRIM
17 1" X 4.5" PAINTED CEDAR TEXTURE FRIEZE BOARD
18 ARCHITECTURAL STYLE FIBERGLASS ROOF SHINGLES ON WEATHER RESISTANT BARRIER
19 8" X 36" DECORATIVE VERTICAL VENT
20 BRICK SOLDIER COURSE
21 STANDING SEAM METAL ROOF ON WEATHER RESISTANT BARRIER

CUMMINGS
CONSTRUCTION CORPORATION
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PROPOSED RETAIL LEASE BUILDING FOR:

LONG CREEK RETAIL

BEATTIES FORD ROAD
CHARLOTTE, NORTH CAROLINA

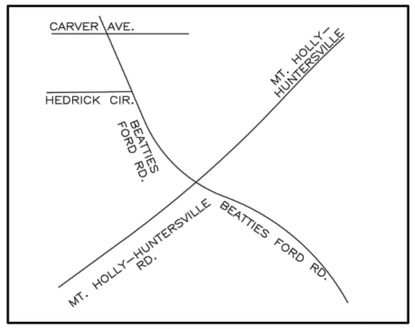
CHRIS HOPE/LICENSE #5044/PROFESSIONAL ENGINEER/2617 ROLLING HILLS DRIVE/MONROE, NC 28110/(704) 882-1500

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

Revisions	7/16/2024
Scale	AS NOTED
Drawn By	CTC
Checked By	TRB
Date	2/28/2024
Job No	????4

A-2
OF 2

Ted Richard Brown, PLLC
Architectural Services
Post Office Box 2070, Matthews, North Carolina 28106
Telephone: (704) 330-1111



VICINITY MAP
NOT TO SCALE

NOTES:

1. *THIS PLAT IS NOT FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.*
2. *ALL CORNERS MONUMENTED AS SHOWN.*
3. *NO RECOVERABLE NGS MONUMENT LOCATED WITHIN 2,000 FEET OF SUBJECT PROPERTY.*
4. *THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION. UTILITY LOCATIONS AS SHOWN HEREON ARE INTENDED FOR PLANNING ONLY. ACTUAL LOCATION, SIZE, OR DEPTH OF LINE SHOULD BE VERIFIED WITH THE INDIVIDUAL UTILITY COMPANY BEFORE CONSTRUCTION.*
5. *THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.*
6. *BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.*
7. *BEATTIES FORD ROAD IS SHOWN AS A "MINOR THOROUGHFARE" OUTSIDE OF ROUTE 4 ON THE MECKLENBURG-UNION METROPOLITAN PLANNING ORGANIZATION THOROUGHFARE PLAN OF 2004 AND MAY BE SUBJECT TO A FUTURE RIGHT-OF-WAY OF 35' FROM CENTERLINE.*
8. *MT HOLLY HUNTERSVILLE ROAD IS SHOWN AS A "MAJOR THOROUGHFARE" OUTSIDE OF ROUTE 4 ON THE MECKLENBURG-UNION METROPOLITAN PLANNING ORGANIZATION THOROUGHFARE PLAN OF 2004 AND MAY BE SUBJECT TO A FUTURE RIGHT-OF-WAY OF 50' FROM CENTERLINE.*
8. *THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT OF WAY WIDTH OF ANY ADJACENT PROPERTIES.*

LEGEND:

BFP - BACK FLOW PREVENTOR
C&G - CURB & GUTTER
CB - CATCH BASIN
CP - CALCULATED POINT
C/O - CLEAN OUT
D.B. - DEED BOOK
ECM - EXISTING CONCRETE MONUMENT
EIP - EXISTING IRON PIPE
EIR - EXISTING IRON ROD
EMM - EXISTING METAL MONUMENT
EN - EXISTING NAIL
EU - END UNKNOWN
FH - FIRE HYDRANT
FP - FLAG POLE
GM - GAS METER
GP - GATE POST
GV - GAS VALVE
GW - GUY WIRE
HVAC - HEATING, VENTILATION, AIR COND.
ICV - IRRIGATION CONTROL VALVE
LP - LIGHT POLE
LP - LIGHT POLE
M.B. - MAP BOOK
N.G.S. - NATIONAL GEODETIC SURVEY
NIR - NEW IRON ROD
NN - NEW NAIL
O/HANG - OVERHANG
PB - POWER BOX
PIN - PARCEL IDENTIFICATION NUMBER
PM - POWER METER
PP - POWER POLE
PG. - PAGE
PVC - PLASTIC PIPE
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
SDMH - STORM DRAIN MANHOLE
SSMH - SANITARY SEWER MANHOLE
TB - TELEPHONE BOX
TERR. - TERRACOTTA PIPE
TMH - TELEPHONE MANHOLE
WB - WATER BOX
WM - WATER METER
WV - WATER VALVE

LINE LEGEND:

EASEMENT
FENCE — X —
PROPERTY LINE
PROPERTY LINE (NOT SURVEYED)
RIGHT-OF-WAY
RIGHT-OF-WAY (NOT SURVEYED)
SETBACK
POWER LINE — E —
SANITARY SEWER PIPE — SS —
STORM DRAIN PIPE — SD —
WATER LINE — W —

TREE LEGEND:

CED - CEDAR
PIN - PINE
POP - POPLAR

SPECIMEN TREE SAVE REQUIREMENT:

FOR HC ZONING, TREE SAVE = 30% OF SPECIMEN TREES (CANOPY TREES > 24" OR UNDERSTORY TREES > 18")

THERE ARE 6 SPECIMEN TREES ON THIS SITE.
30% OF 6 SPECIMEN TREES = 0.30 x 6 = 1.8 TREES (REQUIRED TO BE SAVED)

3 SPECIMAN TREES TO BE REMOVED
3 SPECIMAN TREES TO REMAIN

R.P. HOUSTON
D.B. 746, PG. 254

M.H. CATHEY &
M.L. CATHEY
D.B. 2061, PG. 008

B.W. BUCHANNAN &
M.W. SMITH
(NO DEED)

C.D. PUCKETT, JR.
D.B. 1721, PG. 259

S88°39'53"E 174.96'
N89°18'56"E 127.52'
S86°58'55"E 481.41'
N64°41'41"W 131.57'
N57°59'57"W 127.28'
N52°08'48"W 105.40'
N25°18'10"W 190.35'
S01°18'37"W 237.64'
S02°40'48"E 118.33'
N89°03'35"E 3.26'
S22°42'27"E GROUND DISTANCE 567.31'
R=2804.79'-283.24'
CH = S67°47'58"W 283.12'

GRID COORDINATES
N. 586,747.596 FEET
E. 1,437,684.402 FEET

GRID COORDINATES
N. 586,722.250 FEET
E. 1,438,165.141 FEET

AREA: 119,271 SQ.FT.
OR
2.7381 ACRES

VACANT
#8900

BEATTIES FORD ROAD
(VARIABLE PUBLIC R/W) SR 2128
N.C.D.O.T. PROJECT 8.7367034

MT. HOLLY-HUNTERSVILLE ROAD
(VARIABLE PUBLIC R/W) SR 2004
N.C.D.O.T. PROJECT 8.7367034

NCGS MONUMENT "MO32"
N. 581,588.475 FEET
E. 1,440,314.288 FEET
ELEV=751.38

90' PIEDMONT NATURAL GAS R/W D.B. 2299, PAGE 225

35' SWIM BUFFER

BRANCH

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

MAP REFERENCE:
NC GRID NAD 83
R.B. PHARR & ASSOCIATES P.A.
SURVEYING & MAPPING

UTILITIES:

POWER
DUKE POWER ENERGY
1-800-777-9898

TELEPHONE
BELL SOUTH TELECOMMUNICATIONS
1-888-757-6500

WATER & SEWER
CHAR.-MECK. UTILITY DEPT. (CMUD)
(704) 336-2564 WATER
(704) 357-6064 SEWER

GAS
PIEDMONT NATURAL GAS CO.
1-800-752-7504

CABLE TELEVISION
TIME WARNER CABLE
1-800-892-2253

ZONING:

ZONING RESTRICTIONS AS PER ZONING ORDINANCE:
SUBJECT PROPERTY ZONED: HC(CD)

MINIMUM SETBACK: 25'
MINIMUM SIDE YARD: NONE
MINIMUM REAR YARD: 30'
MAXIMUM BUILDING HEIGHT: 3 STORIES

FOR FURTHER INFORMATION CONTACT THE CHARLOTTE-MECKLENBURG ZONING DEPARTMENT AT 704-336-3569.

119,271 SQ. FT. OR 2.7381 ACRES

FLOOD CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT *LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED* SEPTEMBER 2, 2015 . MAP NUMBER: 3710453800K; ZONE 'X'

THIS IS TO CERTIFY THAT ON THE 14th *DAY OF* NOVEMBER *20* 16 *AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, BOARD RULE .1600 (21 NCAC 56) AND THE RATIO OF PRECISION DOES NOT EXCEED AN ERROR OF CLOSURE OF ONE (1) FOOT PER 10,000 FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.*

SIGNED C. Clark Neilson

NORTH CAROLINA PROFESSIONAL SEAL L-3212 LAND SURVEYOR C. CLARK NEILSON

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

REVISIONS
4.26.23: JOB NO. 95064 ADDED TREES

SURVEY PREPARED FOR:

T A & S ENTERPRISES OF NC, INC.

8900 BEATTIES FORD ROAD
CITY OF CHARLOTTE, MECKLENBURG COUNTY, N.C.
DEED REFERENCE: 27719-853
TAX PARCEL NO: 015-264-34

R.B. PHARR & ASSOCIATES, P.A.
SURVEYING & MAPPING
420 HAWTHORNE LANE CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

CREW:	DRAWN:	REVISED:	SCALE:	DATE:	FILE NO. XX-4389
JR	BZM	KPM	1" = 50'	NOV. 14, 2016	JOB NO. 85952

PLOTTED: 4/27/2023
G:\95\0\95064\DWG\85952-95064.DWG

Long Creek Retail Revision Community Meeting
Huntersville Arts and Cultural Center
July 23, 2025
1:00 PM

Developer Team in Attendance
Jeff Moflehi, Owner
Brian Upton, Civil Engineer with The Isaacs Group
Joe Sailers Consultant

Attendance from the Town
Jesse James, Town of Huntersville Planning Department
Nick Walsh, Town Commissioner

The meeting began at 1:00 and it was explained to those in attendance that the purpose of the rezoning was to change the use from a 2008 rezoning for a drug store with additional office and retail uses to a convenience store/gas station with additional office and retail uses. It was also explained that this rezoning would remove the Houston property from the development.

Drawings showing the site plan, road improvements, landscaping, grading plan, and building elevations were presented to those in attendance.

Questions:
Several questions were raised regarding circulation and traffic. Concerns were raised about traffic backing up on Beatties Ford Road. It was explained that right turn lanes would be provided for both new driveways and a left turn lane would be provided for the driveway to Beatties Ford Road. It was also explained that a right turn lane would be added on Beatties Ford Road at the Mt Holly Huntersville Road intersection and the left turn lane would be extended. It was also explained that no left turns would be made leaving the property on either road.

A question regarding potential tenants was brought up and it was explained that as of now, the gas station is the only known use. The building next to the gas station could be for any retail or office use. It is configured to be split into as many as 4 separate spaces for uses such as a barber shop, restaurant, tax office, or other similar use.

A question was asked about preserving trees on the perimeter and it was pointed out that most of the existing vegetation along the rear property line can be retained. Due to topography, there are a couple of areas where existing vegetation will have to be removed to accommodate slope transitions.

A few questions were asked regarding the road that was shown on the previous rezoning plan. It was explained that since the Houston property has been removed from this project, the road was also removed since it connected to proposed development on the Cathey property. It was speculated whether or not that project for the senior living development was moving forward.

A question was asked how many more meetings would be held. It was explained that this is the only community meeting, but there would be a public hearing, followed by the planning commission hearing, and then a town council meeting for the final decision. The goal being to have the project approved under the current council.

A question was asked regarding when construction would take place and how long it would take. The owner stated he intended to start as soon as possible and anticipated the construction to take about 7 months.

Shortly after members from the community left, Commissioner Walsh came and the project was reviewed with him.

Community Meeting Notification List

Robert P Houston Jr	6548 Jim Kidd Road	Huntersville, NC 28078
Judy Houston Jamieson	6548 Jim Kidd Road	Huntersville, NC 28078
David Lewis Houston	6548 Jim Kidd Road	Huntersville, NC 28078
Janet Houston Booker	6548 Jim Kidd Road	Huntersville, NC 28078
Donna Cathey Sadler	8218 Rainer Drive	Denver, NC 28037
Candace Cathey Kidd	4237 McClure Road	Charlotte, NC 28216
Christopher Jerome Kidd	4237 McClure Road	Charlotte, NC 28216
Roger Lee Cathey, Sr.	PO Box 5096	North Myrtle Beach, SC 29597
Sylvia T Cathey	PO Box 5096	North Myrtle Beach, SC 29597
Conrad Dewey Puckett, Jr	8417 Mt Holly Huntersville Rd	Huntersville, NC 28078
Rusher Oil Company	PO Box 1483	Salisbury, NC 28145
Woodlands North Apartments, LP	PO Box 5539	Greenville, SC 29606
Trustees Long Creek Mason Lodge	PO Box 681057	Charlotte, NC 28216
Piedmont Natural Gas Co, Inc.	PO Box 33068	Charlotte, NC 28216
Kristy Clark, Mayor	PO Box 664	Huntersville, NC 28070
Jennifer Hunt, Mayor Pro Tem	PO Box 664	Huntersville, NC 28070
Alisia Bergsman, Commissioner	PO Box 664	Huntersville, NC 28070
Amada Dumas, Commissioner	PO Box 664	Huntersville, NC 28070
Edwin Quarles, Commissioner	PO Box 664	Huntersville, NC 28070
LaToya Rivers, Commissioner	PO Box 664	Huntersville, NC 28070
Nick Walsh, Commissioner	PO Box 664	Huntersville, NC 28070
Margie P Barnette	9003 Beatties Ford Rd	Huntersville, NC 28078
Godley Auction Co, Inc.	4918 Rozzelles Ferry Rd	Charlotte, NC 28216
Jeffrey S. Barnette	1900 Old Brier Lane	Charlotte, NC 28216
Kerley Capital Expressway LP	1 CVS Drive	Woonsocket, RI 02895
Long Creek OP Holdings, LLC	3735 B Beam Rd	Charlotte, NC 28217
Long Creek OP C LLC	3735 B Beam Rd	Charlotte, NC 28217
Long Creek Village Fee Owner, LLC	3735 B Beam Rd	Charlotte, NC 28217

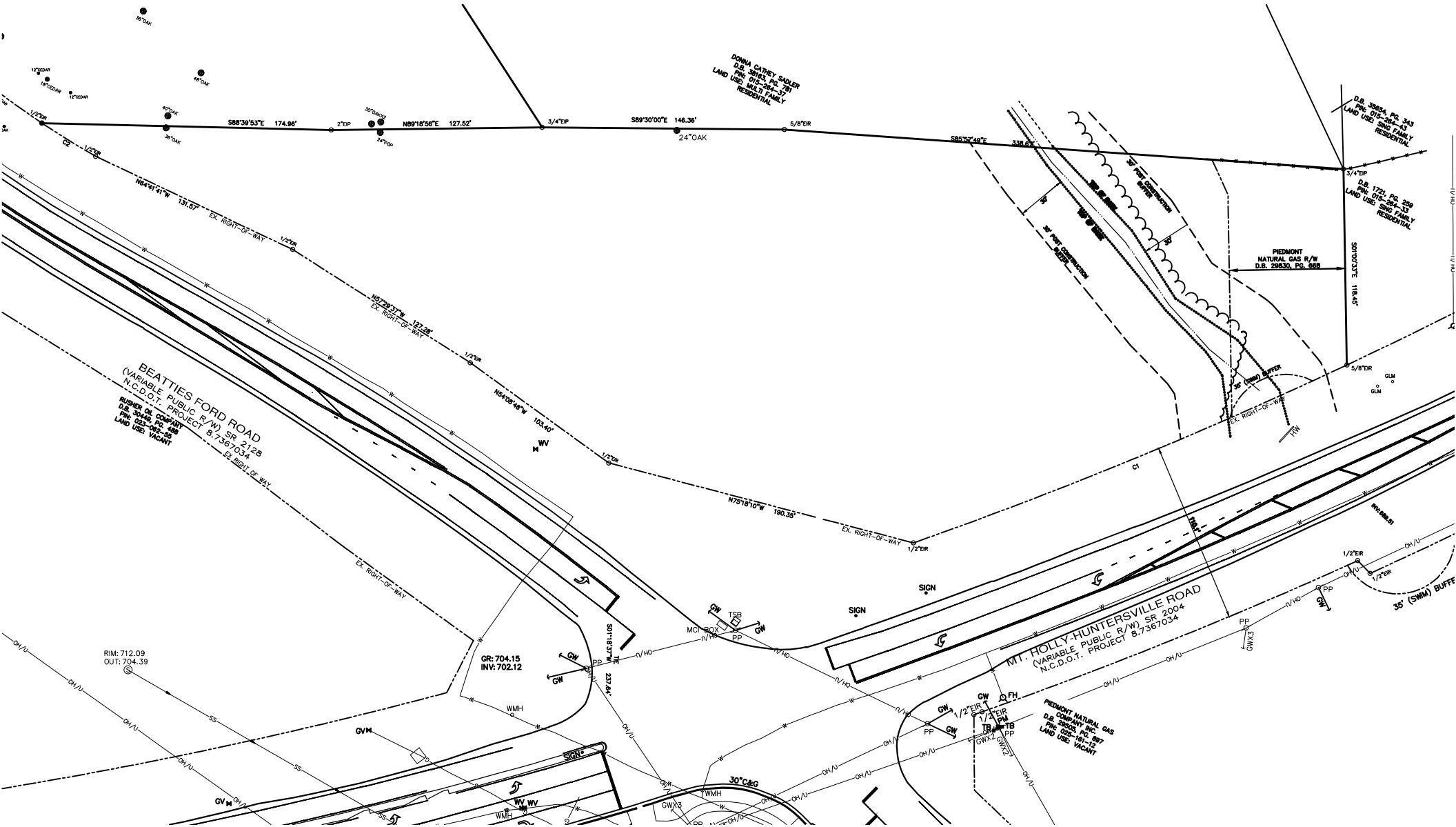
To: Property Owners Adjacent to Long Creek Retail
From: TA&S Enterprises of NC, LLC
Date: July 3, 2025
RE: Notice of public input meeting for R25-11, a conditional rezoning revision of approximately +/- 2.738 acres located on Beatties Ford Road and Mount Holly-Huntersville Road in Huntersville, North Carolina.

TA& S Enterprises of NC, LLC proposes to revise a conditional rezoning known as Long Creek Retail. The property is one parcel, approximately 2.738 acres, located on Beatties Ford Road and Mount Holly-Huntersville Road (PIN#s 015-26-434). The parcel is owned by TA&S Enterprises of NC.

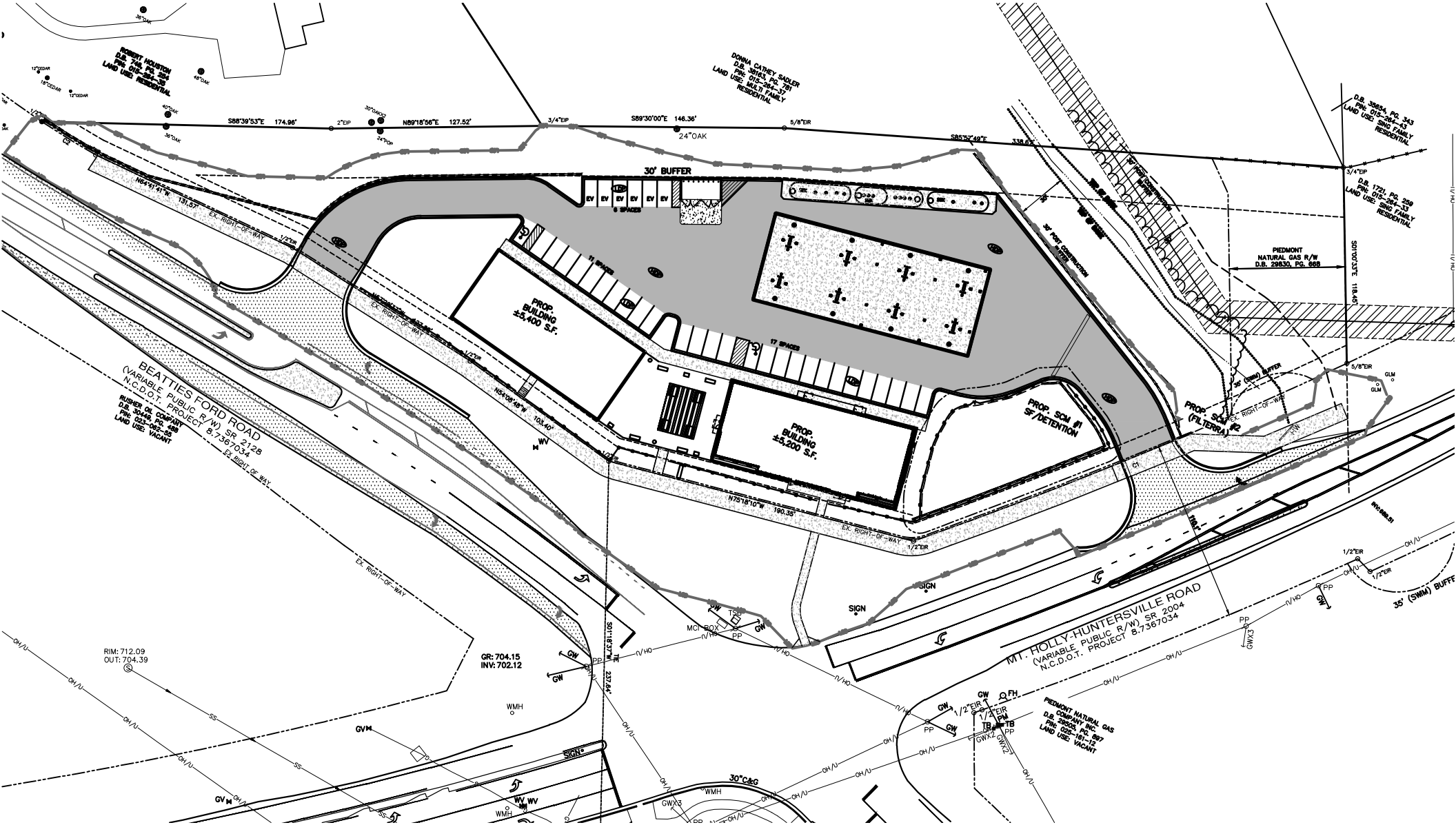
In 2008, the Town approved a rezoning to Highway Commercial Conditional District (HC-CD) to build a pharmacy with a drive-through and an additional commercial building (13,500 sq ft). The proposed revision would change the conditions of the original approval to allow a convenience store with a fuel canopy and one additional retail/office building (6,000 sq ft).

You are invited to attend a public input meeting on Wednesday, July 23, 2025, at 1:00 p.m. at the Huntersville Arts and Cultural Center (109 S. Old Statesville Road,
Huntersville, NC 28078). A proposed plan is enclosed. For a full-size plan, please see the Town's website: https://huntersville.maps.arcgis.com/apps/MapSeries.

If you have questions about the meeting, please contact Joe Sailers at jwscws@bellsouth.net or 704-661-8275. You may also contact the Town of Huntersville Planning Department at 704-875-7000 for additional information.



BEATTIES FORD ROAD
(VARIABLE PUBLIC R/W) SR 2128
N.C.D.O.T. PROJECT 8.7367034
MT. HOLLY-HUNTERSVILLE ROAD
(VARIABLE PUBLIC R/W) SR 2004
N.C.D.O.T. PROJECT 8.7367034
DONNA CATHEY SADLER
D.B. 38163, PG. 781
PIN: 015-264-37
LAND USE: MULTI FAMILY RESIDENTIAL
D.B. 35854, PG. 343
PIN: 015-264-43
LAND USE: SING FAMILY RESIDENTIAL
D.B. 1721, PG. 259
PIN: 015-264-33
LAND USE: SING FAMILY RESIDENTIAL
PIEDMONT NATURAL GAS R/W
D.B. 29830, PG. 668
RUSHER OIL COMPANY
D.B. 30449, PG. 488
PIN: 023-062-55
LAND USE: VACANT
PIEDMONT NATURAL GAS COMPANY INC.
D.B. 29505, PG. 897
PIN: 025-161-12
LAND USE: VACANT
S88°39'53"E 174.96'
N89°18'56"E 127.52'
S89°30'00"E 146.36'
S85°57'49"E 338.62'
N64°41'41"W 131.57'
N57°29'37"W 127.28'
N54°08'48"W 103.40'
N75°18'10"W 190.35'
S01°18'37"W 237.64'
S01°00'33"E 118.45'
EX. RIGHT-OF-WAY
30' POST CONSTRUCTION BUFFER
35' (SWIM) BUFFER
GR: 704.15
INV: 702.12
RIM: 712.09
OUT: 704.39
30"C&G
SIGN



ROBERT HOUSTON
D.B. 748, PG. 284
PIN: 015-264-35
LAND USE: RESIDENTIAL
DONNA CATHEY SADLER
D.B. 38163, PG. 781
PIN: 015-264-37
LAND USE: MULTI FAMILY RESIDENTIAL
D.B. 35854, PG. 343
PIN: 015-264-43
LAND USE: SING FAMILY RESIDENTIAL
D.B. 1721, PG. 259
PIN: 015-264-33
LAND USE: SING FAMILY RESIDENTIAL
S88°39'53"E 174.96'
N89°18'56"E 127.52'
S89°30'00"E 146.36'
S85°57'49"E 338.62'
24"OAK
30' BUFFER
PROP. BUILDING ±5,400 S.F.
PROP. BUILDING ±5,200 S.F.
PROP. SCM #1 SF/DETENTION
PROP. SCM #2 (FILTERRA)
PIEDMONT NATURAL GAS R/W
D.B. 29830, PG. 668
S01°00'33"E 118.45'
N64°41'41"W 131.57'
N54°08'48"W 103.40'
N75°18'10"W 190.35'
EX. RIGHT-OF-WAY
BEATTIES FORD ROAD
(VARIABLE PUBLIC R/W) SR 2128
N.C.D.O.T. PROJECT 8.7367034
RUSHER OIL COMPANY
D.B. 30449, PG. 488
PIN: 023-062-55
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MT. HOLLY-HUNTERSVILLE ROAD
(VARIABLE PUBLIC R/W) SR 2004
N.C.D.O.T. PROJECT 8.7367034
PIEDMONT NATURAL GAS COMPANY INC.
D.B. 29505, PG. 897
PIN: 025-161-12
LAND USE: VACANT
35' (SWIM) BUFFER
RIM: 712.09
OUT: 704.39
GR: 704.15
INV: 702.12
S01°18'37"W 237.64'
30"C&G

Community Meeting Attendance Log

Project Name:	Long Creek Retail
Location of Meeting:	Huntersville Arts and Cultural Center
Date:	7/23/2025
Time:	1:00 PM

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

For the record of attendance, please list your first and last name:

1	Scott Barnette	26	
2	Margie Barnette	27	
3	Rick Barnette	28	
4		29	
5		30	
6		31	
7		32	
8		33	
9		34	
10		35	
11		36	
12		37	
13		38	
14		39	
15		40	
16		41	
17		42	
18		43	
19		44	
20		45	
21		46	
22		47	
23		48	
24		49	
25		50	

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: David Peete, Principal Planner - Long Range

Subject: Pottstown Community Preservation Plan

EXPLAIN REQUEST:

Consider adoption of Pottstown Community Preservation Plan

ACTION RECOMMENDED:

Consider adopting the Pottstown Community Preservation Plan.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2025_1002_Pottstown Community Preservation Plan - 8.5x11
2. Town Board Final Action memo for Pottstown Plan

RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ADOPT THE POTTSTOWN COMMUNITY PRESERVATION PLAN

Resolution No. R-2025-26

WHEREAS, the Town of Huntersville Board of Commissioners instructed Planning Department Staff to conduct a Small Area Plan study an approximately 227-acre area southeast of downtown Huntersville, generally known as Pottstown; and

WHEREAS, in October 2024, the Town of Huntersville entered into a contract with Neighboring Concepts consulting firm to complete the plan; and

WHEREAS, from January 2025 through July 2025, the Planning Department staff and the consultant team facilitated a process to engage the Pottstown Community; and

WHEREAS, the consultant team solicited concerns, comments and feedback from the residents of Pottstown during a five-phase process of community meetings and door-to-door visits regarding the current and future status of land use and development in the area; and

WHEREAS, the consultant team, along with Planning Department Staff, drafted the small area plan; and

WHEREAS, a Public Hearing was conducted by the Huntersville Board of Commissioners on October 7, 2025; and

WHEREAS, the Huntersville Planning Board reviewed the draft Pottstown Community Preservation Plan on October 14, 2025, and recommended approval with the following motion: the Huntersville Planning Board recommend approval of the Pottstown Community Preservation Plan as presented with an emphasis on the urgency of implementing toolkit A5, an Advisory Board, that invites residents of Pottstown, staff (time permitting), and other relevant officials and people. The plan is consistent with the Huntersville 2040 Community Plan for providing housing options, preserving existing communities, and expanding infrastructure. The motion carried unanimously (8-0); and

WHEREAS, the Pottstown Community Preservation Plan has been produced and subjected to review and approval process that is compliant with North Carolina General Statutes.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Pottstown Community Preservation Plan is hereby adopted and is effective immediately.
2. Prior to publication of the final version of the Pottstown Community Preservation Plan, staff is instructed to make any non-substantive revisions needed to correct errors or omissions.

Adopted this 21st day of October, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

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
  Associate, Urban Planner
- Brynn DeBrabant, Assoc. AIA
  Community Engagement Specialist, Architectural Designer
- Sheldyn Merrell, Assoc. AIA
  Community Engagement Specialist, Architectural Designer
- Carlos Lopez, Assoc. AIA
  Bi-lingual Community Engagement Specialist, Architectural Designer

Community Coaches

- Shamaiye Haynes
  Greater Enderly Park Neighborhood Association | QC Family Tree
- Rickey Hall
  West Boulevard Neighborhood Coalition | Three Sisters Market
- 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

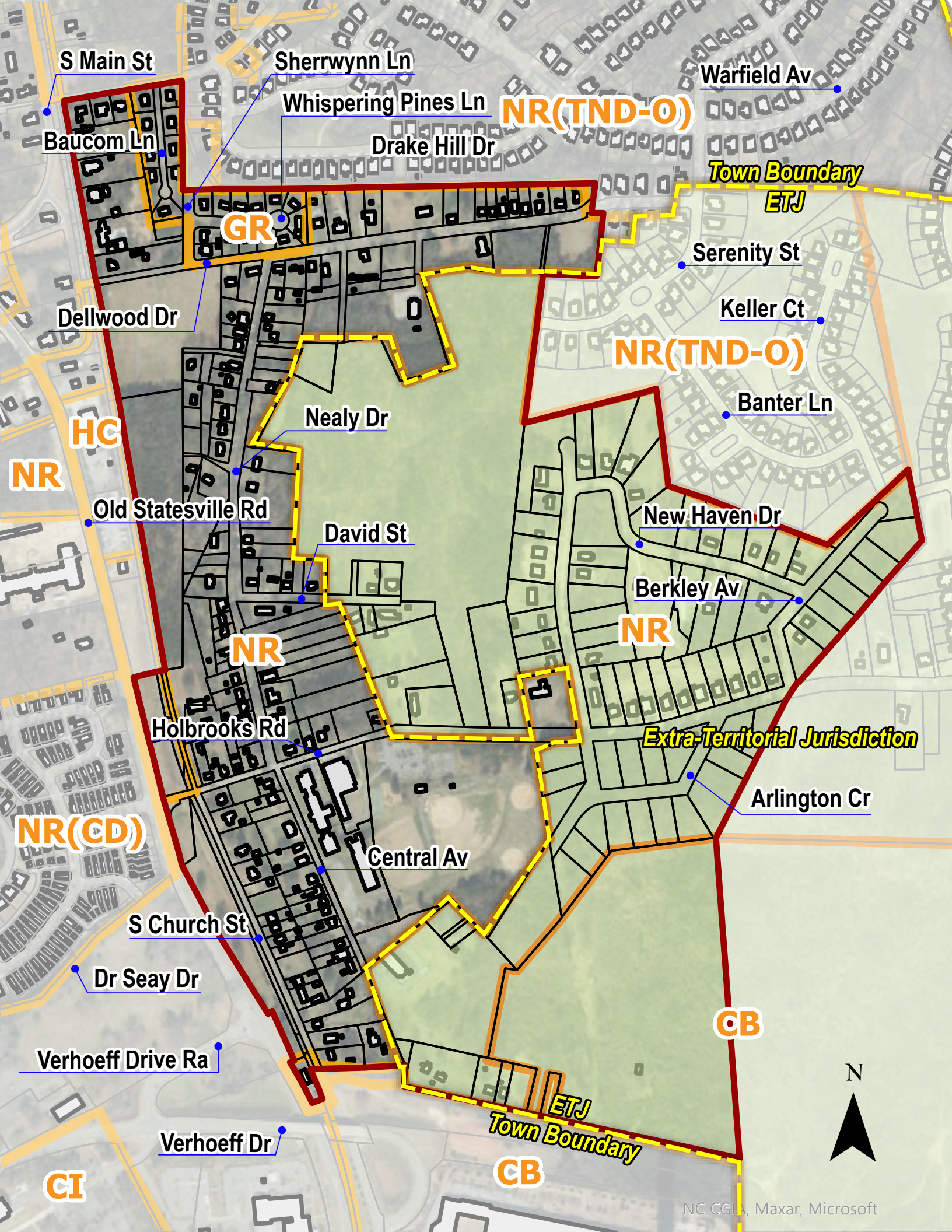
The Pottstown Preservation Plan outlines a ten-year roadmap to preserve the neighborhood's historic and cultural identity while advancing affordable housing and community stability. It emphasizes early achievable actions, followed by deeper investments and lasting systems to protect Pottstown's future.

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.


S Main St
Sherrwynn Ln
Warfield Av
Whispering Pines Ln
NR(TND-O)
Baucom Ln
Drake Hill Dr
Town Boundary
ETJ
GR
Serenity St
Dellwood Dr
Keller Ct
NR(TND-O)
Banter Ln
HC
Nealy Dr
NR
Old Statesville Rd
New Haven Dr
David St
Berkley Av
NR
NR
Holbrooks Rd
Extra-Territorial Jurisdiction
Arlington Cr
NR(CD)
Central Av
S Church St
Dr Seay Dr
CB
Verhoeff Drive Ra
N
ETJ
Town Boundary
Verhoeff Dr
CI
CB
NC CGIA, Maxar, Microsoft

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.

LEGEND

- 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.



NC CGIA, Maxar, Microsoft

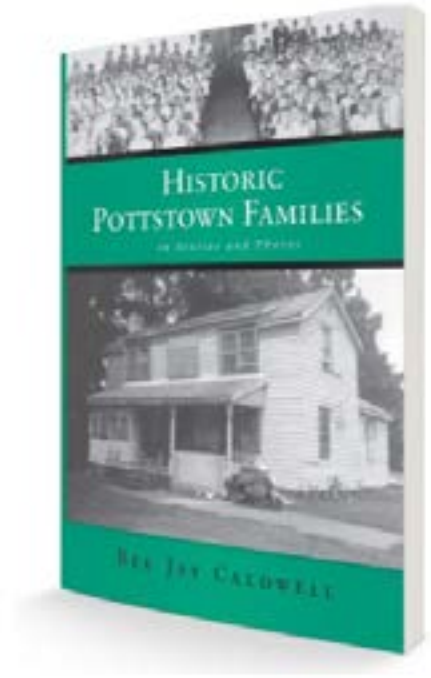
1.1 | WHERE WE BEGAN (CONT.):

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.



Image via lakenormanpublications.com

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.

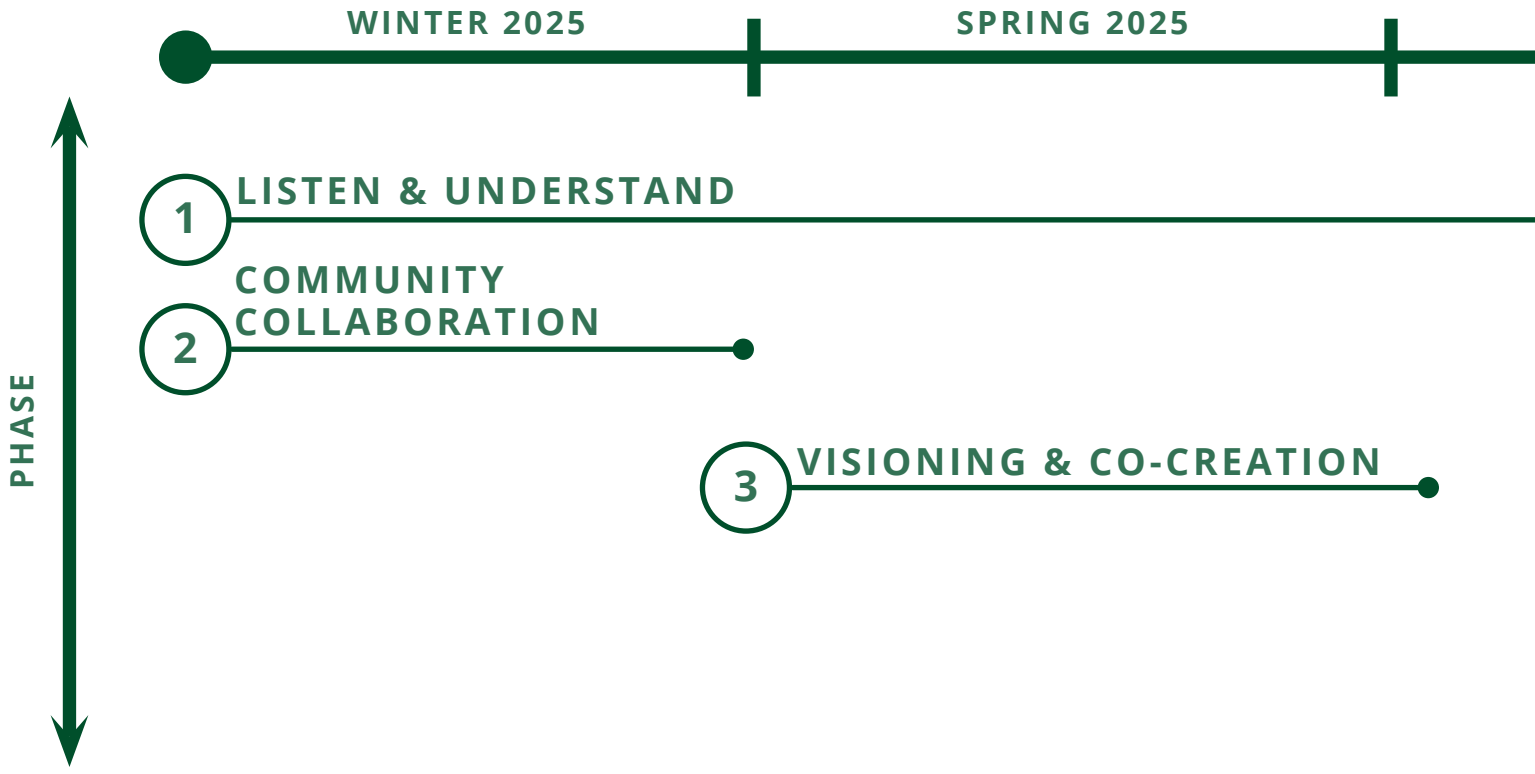


1.3 | METHODOLOGY AND PROCESS OVERVIEW

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





SUMMER 2025

FALL 2025

4 **NARROWING IN ON THE PLAN**

5 **ROADMAP FOR IMPLEMENTATION**

PHASE 1:LISTEN AND UNDERSTAND

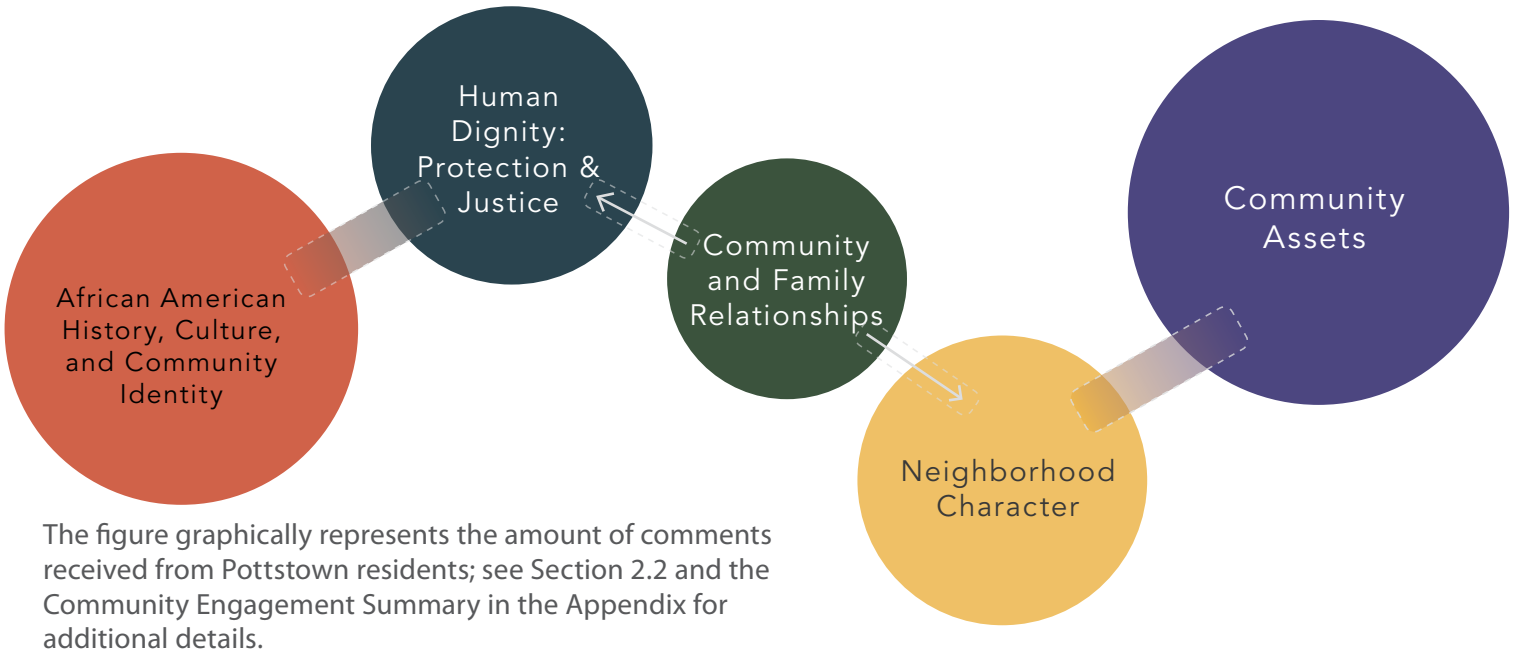
9 months | Winter 2024 - Fall 2025

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.



The figure graphically represents the amount of comments received from Pottstown residents; see Section 2.2 and the Community Engagement Summary in the Appendix for additional details.

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.



Image via qcnerve.com

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.

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.

"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 Shamaiye 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

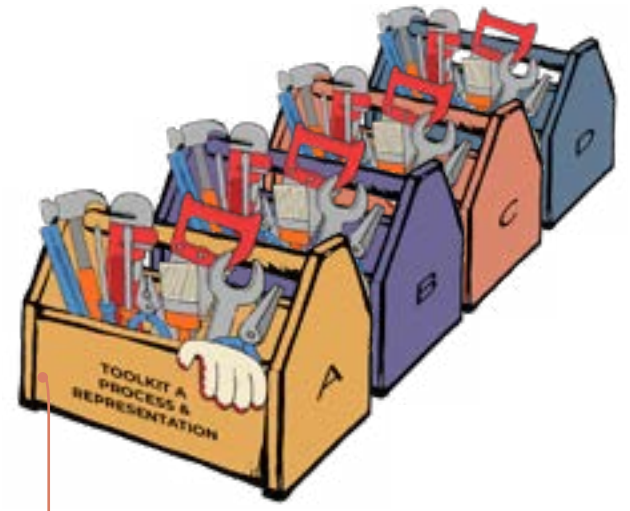
A potential approach to create each tool is described with key steps and/or actions to take

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

GOALS

SECTION 2.0

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



Each Toolkit section is color coded

- **STRENGTHEN COMMUNITY ASSETS**
- **PRESERVE NEIGHBORHOOD CHARACTER**
- **CELEBRATE AFRICAN AMERICAN HERITAGE**
- **ADVANCE HUMAN DIGNITY AND JUSTICE**
- **FOSTER COMMUNITY AND BELONGING**

TOOLKITS SECTION 3.0	TOOLS SUBSECTIONS
TOOLKIT A **PROCESS & REPRESENTATION**	**5 TOOLS**
TOOLKIT B **REGULATORY TOOLS**	**3 TOOLS**
TOOKIT C **HOUSING STABILITY**	**9 TOOLS**
TOOKIT D **PUBLIC & NONPROFIT INVESTMENTS**	**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 investatlanta.com





Image from atlantamagazine.com



Image from knowatlanta.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.

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.



Image from villagepreservation.org

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.



Shamaiye Haynes | Shamaiye@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.

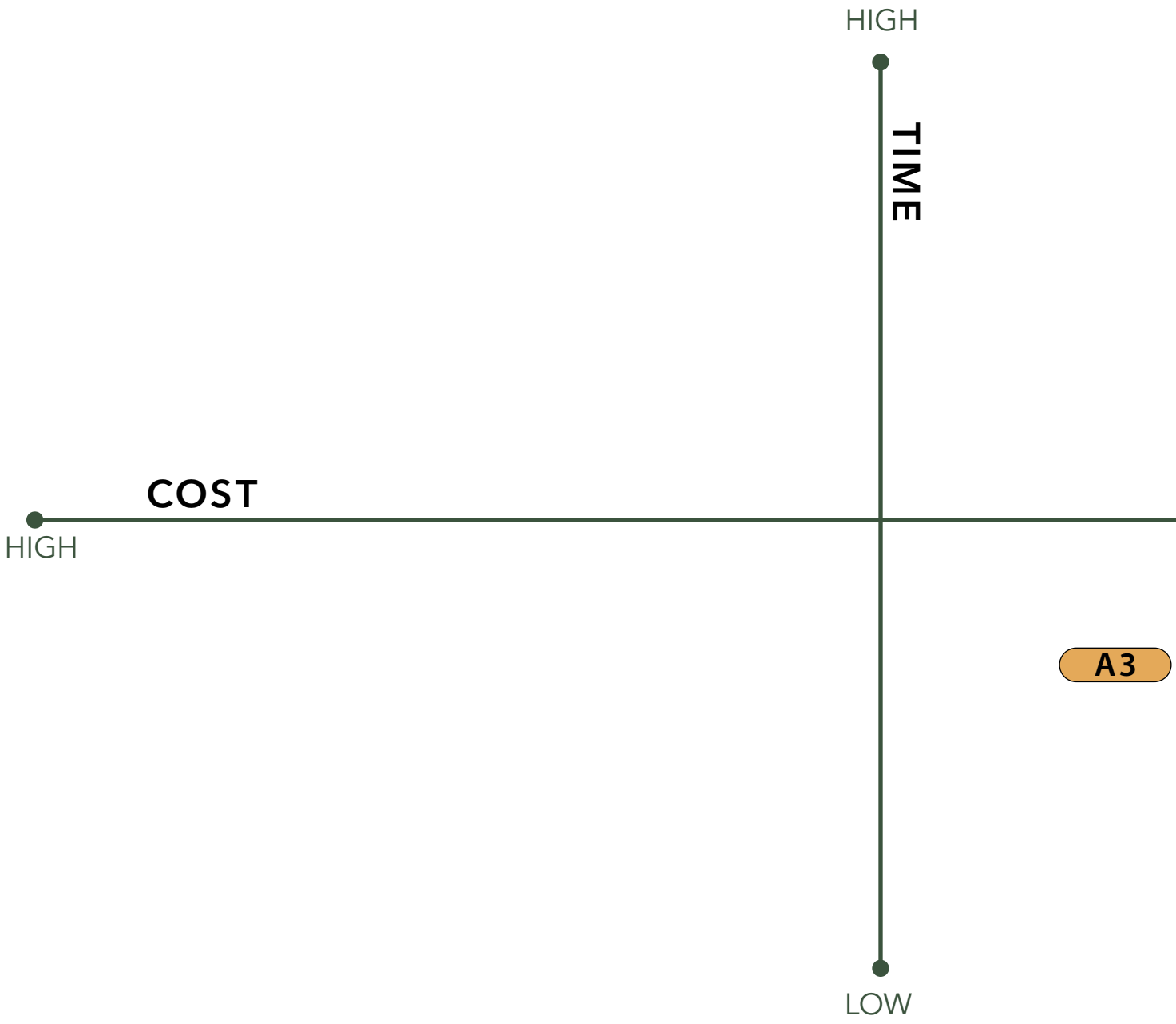


Tiffany Capers | tcapers@rwci.org

Executive Director, Renaissance West Commmunity 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.

High impact, but demand strong commitment and skill



High impact but short term roles,
Example: Traffic Safety Improvements

Tasks are easy to do but require ongoing time commitment

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.

LOW

A2 ORGANIZED DISCUSSIONS WITH DEVELOPERS

COMMUNITY RESOURCE WEBPAGE

A5 COMMUNITY REPRESENTATION ON ADVISORY BOARDS

A4 ANNUAL POTTSTOWN PRESERVATION AWARDS & UPDATE

A1 FORMALIZE A COMMUNITY COALITION FOR POTTSTOWN

Low hanging fruit, quick and easy ways to get people involved

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

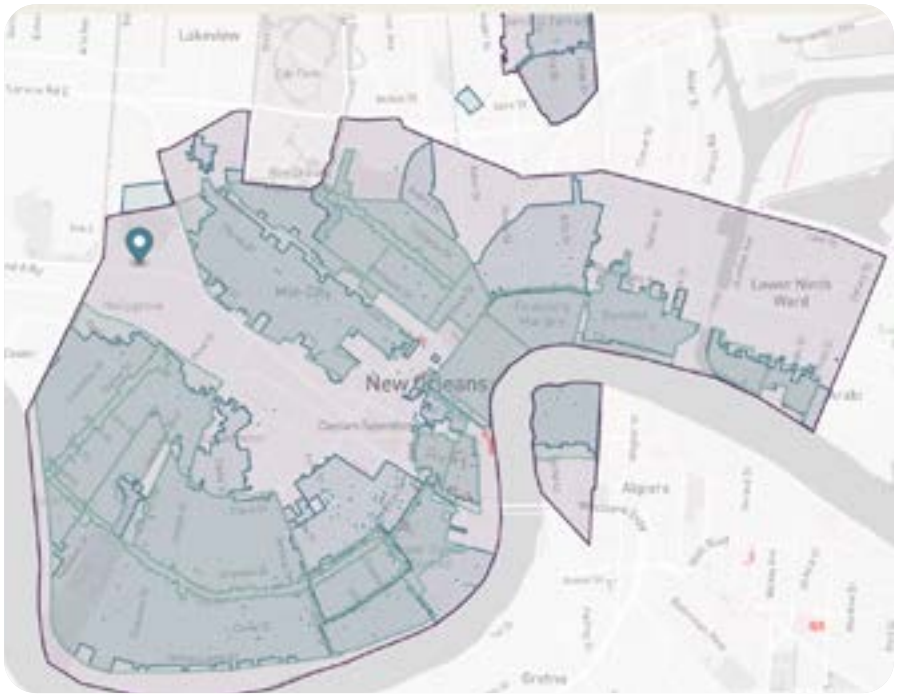


Image from prcno.org



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 forgiveable Soft Second mortgages. Finally, developers can stack tax credits with grants to further de-risk rehabilition 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.

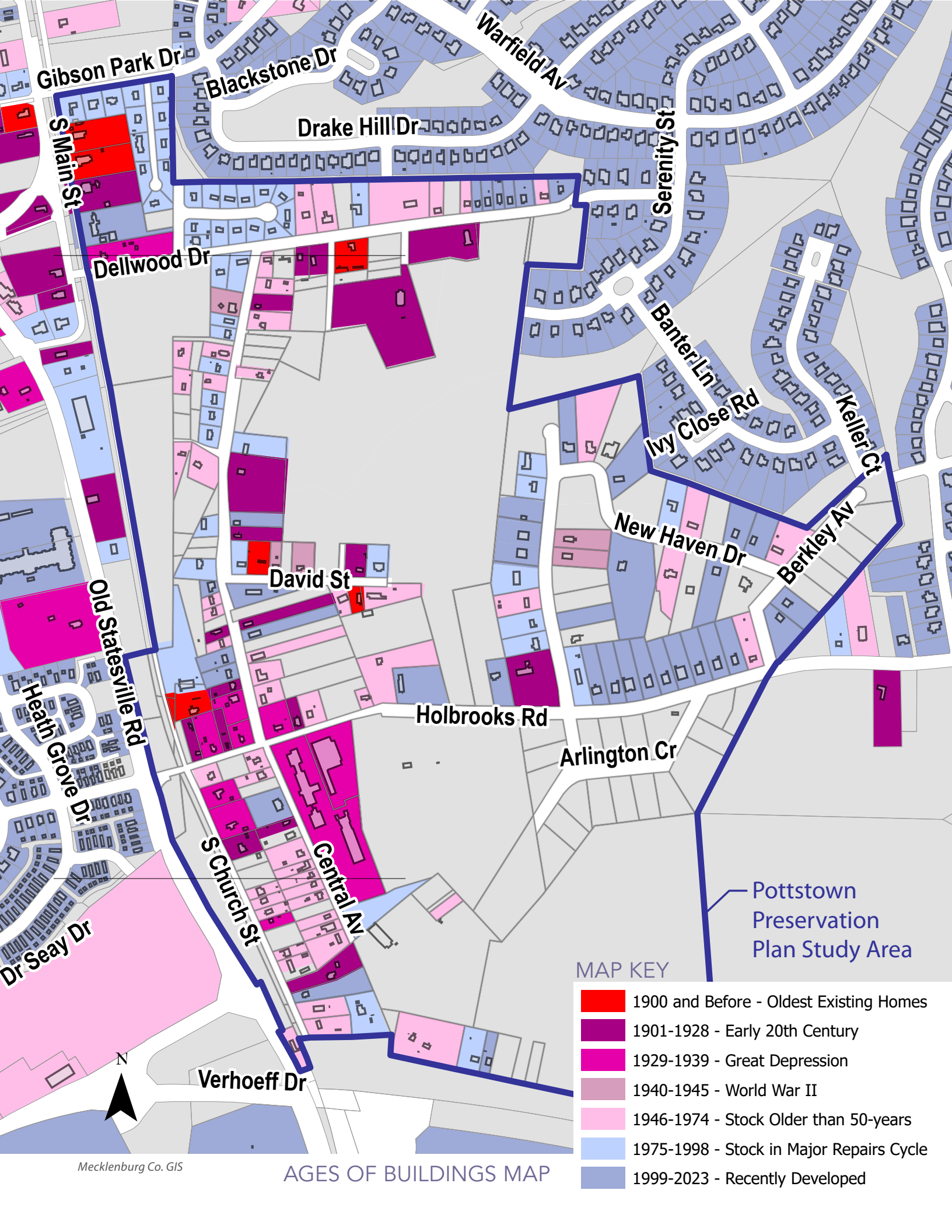
Town Efforts: Ensure early notification to the Charlotte-Mecklenburg Historic Landmarks Commission (HLC) when demolition permits are requested for properties identified in local or state historic surveys. Explore creating a local historic or conservation overlay district to extend protections to priority 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

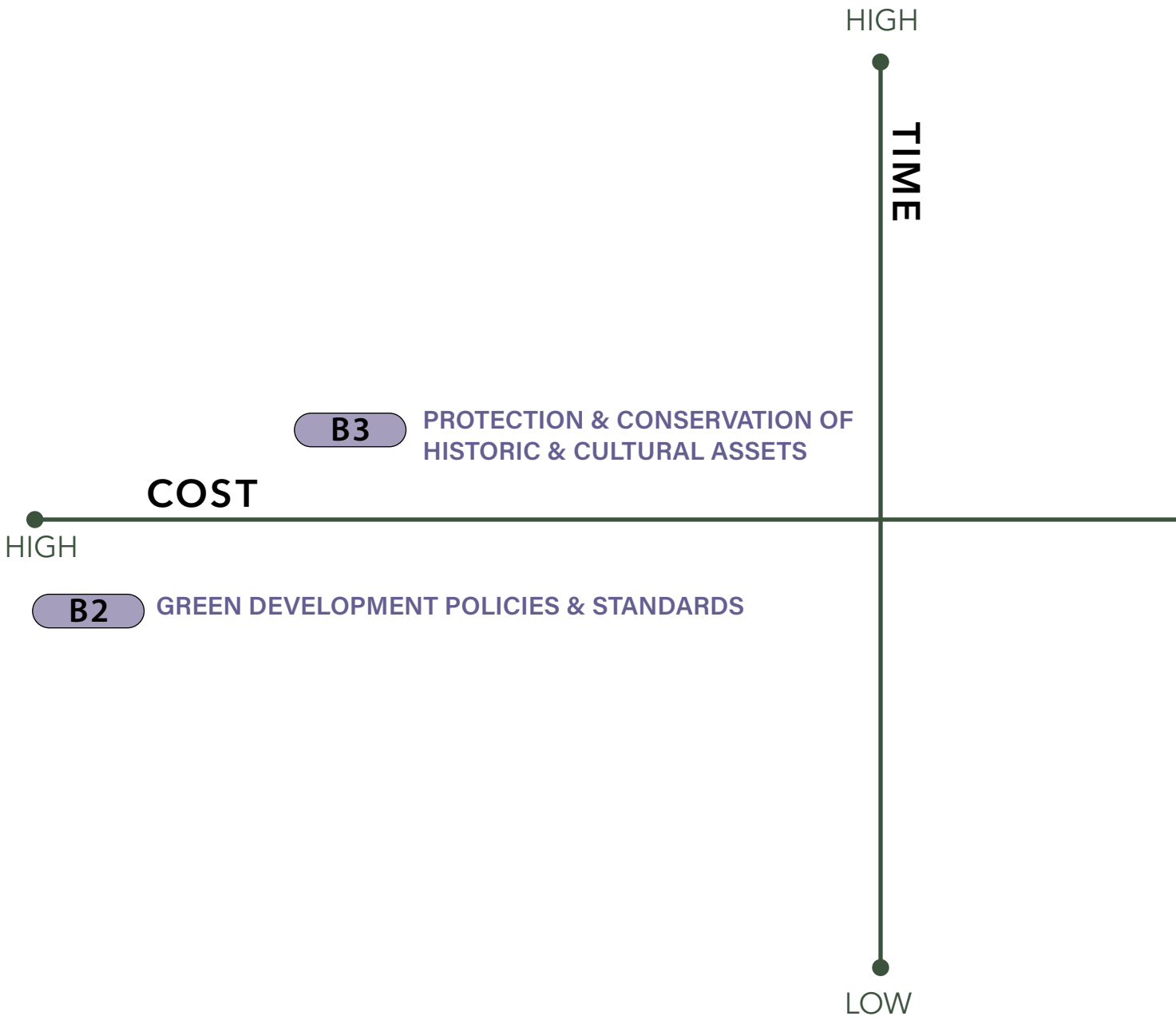
The majority of homes in Pottstown date from the end of the 19th Century to 1975. Fifty (+) years is generally the threshold when homes are considered eligible for historic building rehabilitation programs. Thus, many municipalities typically offer Home Repair Programs for homes older than 50 years. 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).



Mecklenburg Co. GIS

AGES OF BUILDINGS MAP

High impact, but demand
strong commitment and skill



High impact but short term roles,
Example: Traffic Safety Improvements

Tasks are easy to do but require ongoing time commitment

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.

LOW

B1 OVERLAY DISTRICT

Low hanging fruit, quick and easy ways to get people involved

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 westsideclt.org





Image from qcitymetro.com



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.

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

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.



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.

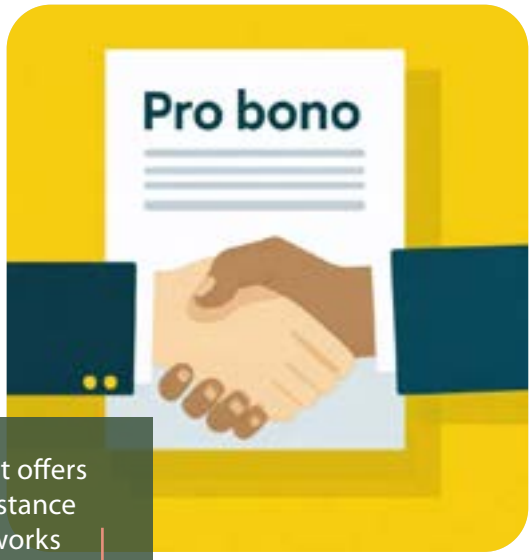
Town Efforts: The Town could support educational efforts to connect to resources. The County's Community Resource Center can work with community members directly to secure tenant aid and resources.

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.

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.



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.*



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.

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).

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 Shamaiye 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.



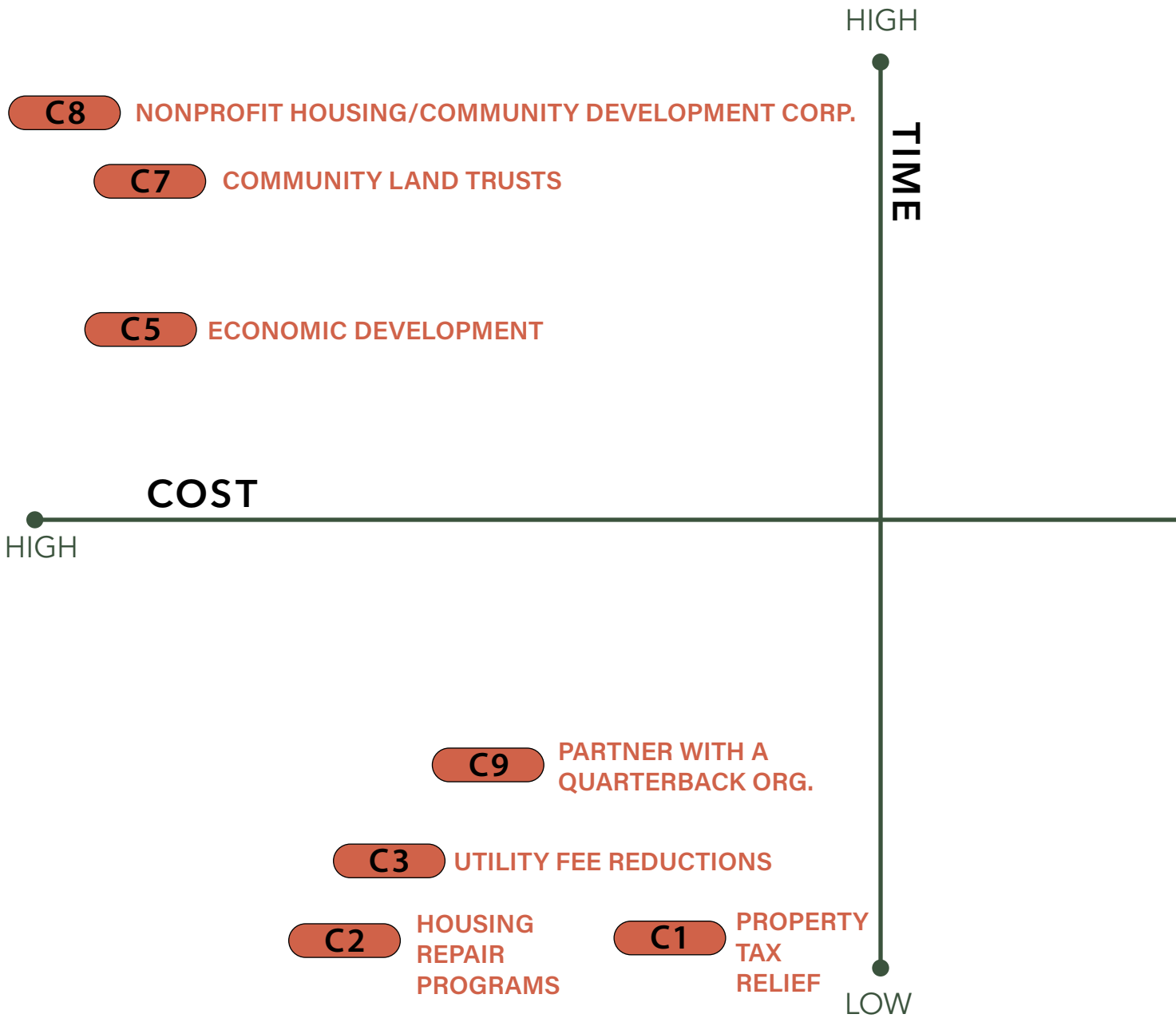
Strengthen Community Assets

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.

High impact, but demand
strong commitment and skill



High impact but short term roles,
Example: Traffic Safety Improvements

Tasks are easy to do but require ongoing time commitment

C6 LEGAL AID

C4 REAL ESTATE & FINANCIAL COUNSELING

LOW

Low hanging fruit, quick and easy ways to get people involved

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 WBTV.com





Image from charlotteobserver.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-LYTLE 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).



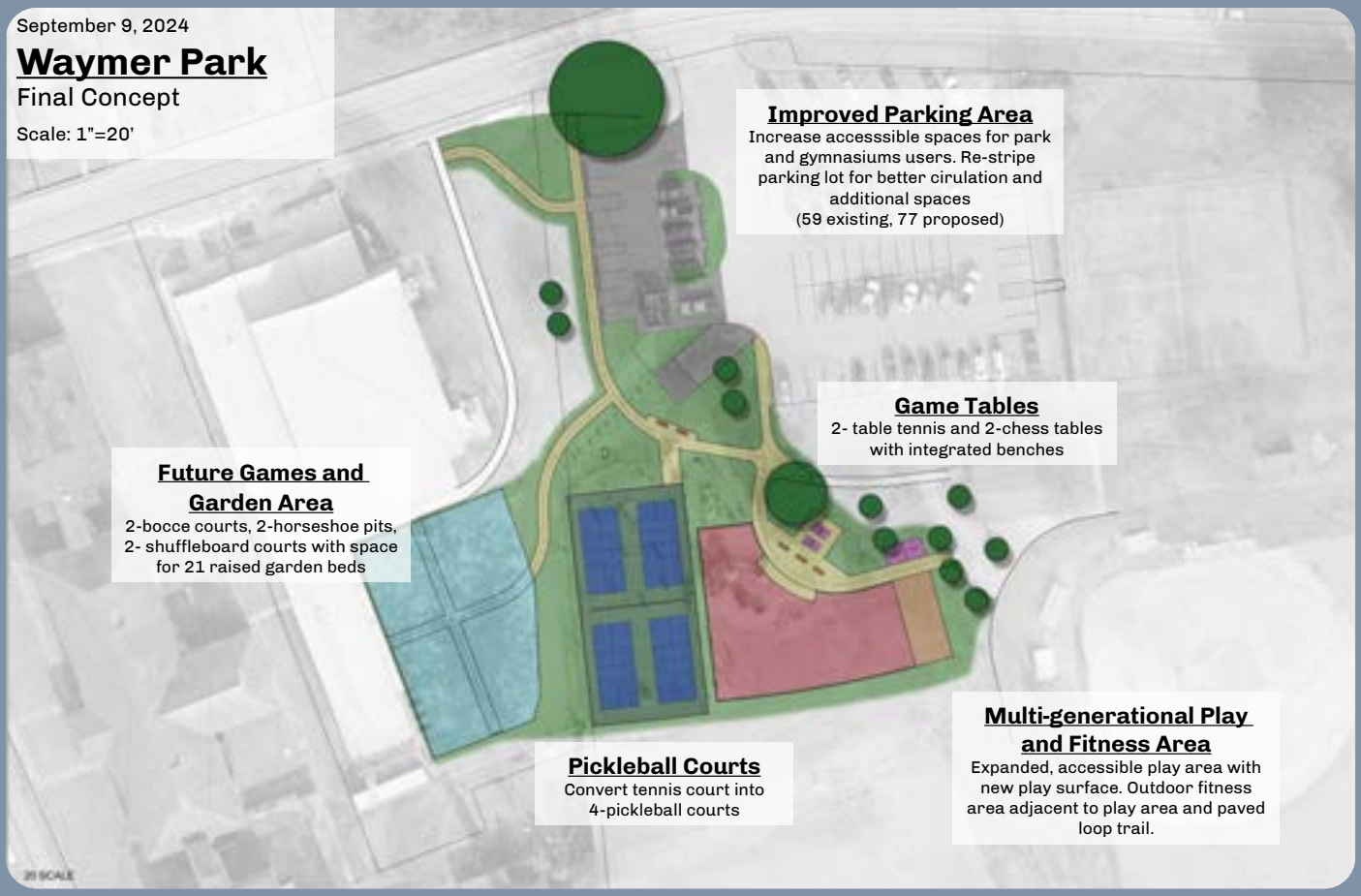
Image from wildlandseng.com

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.

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 below 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.

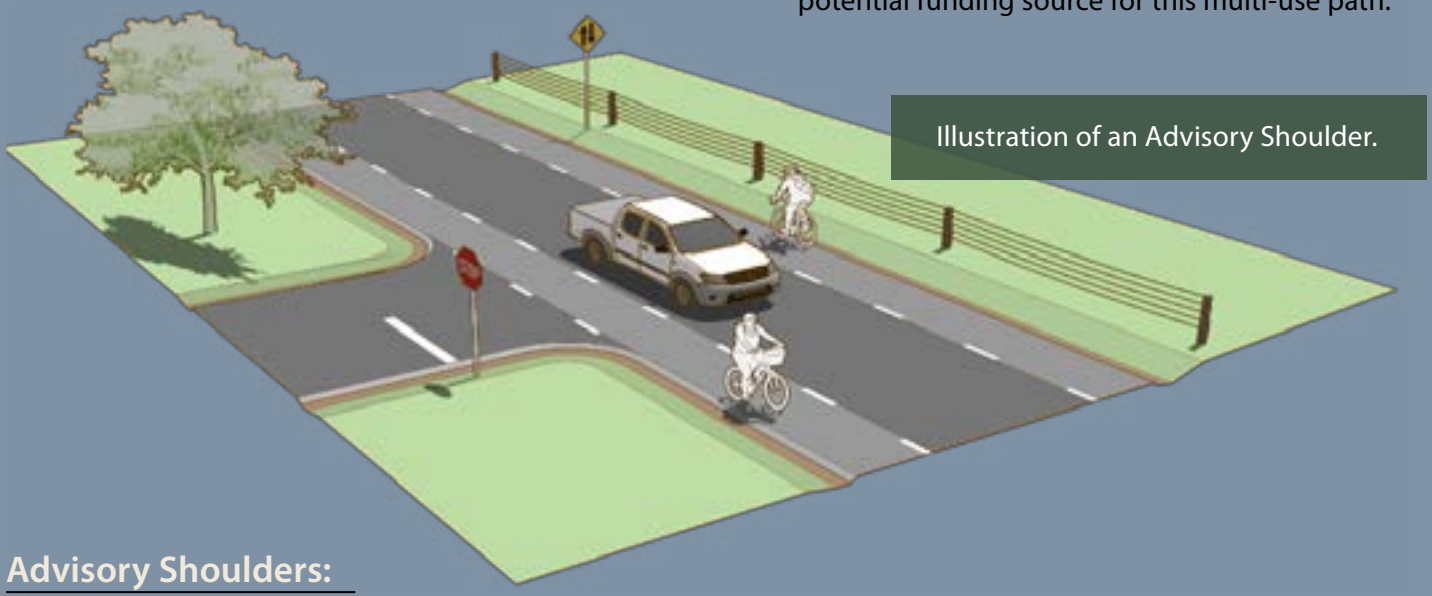


Illustration of an Advisory Shoulder.

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.

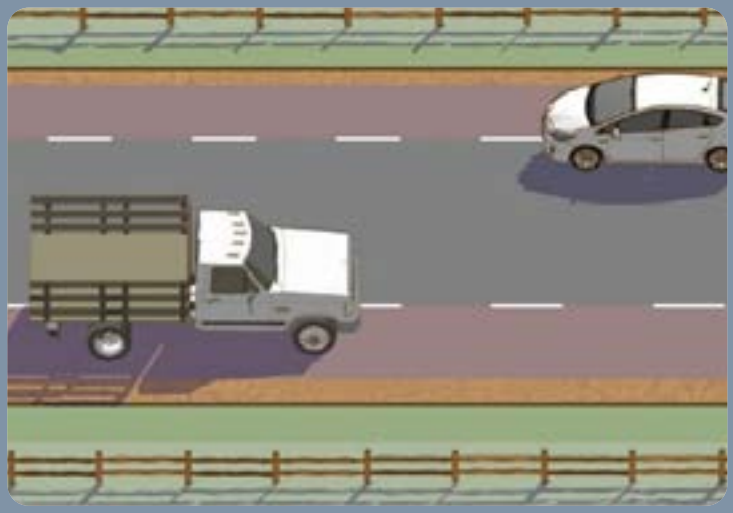


FIGURE 2

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-LYTLE 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 expore 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)



Image from qcitymetro.com

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.

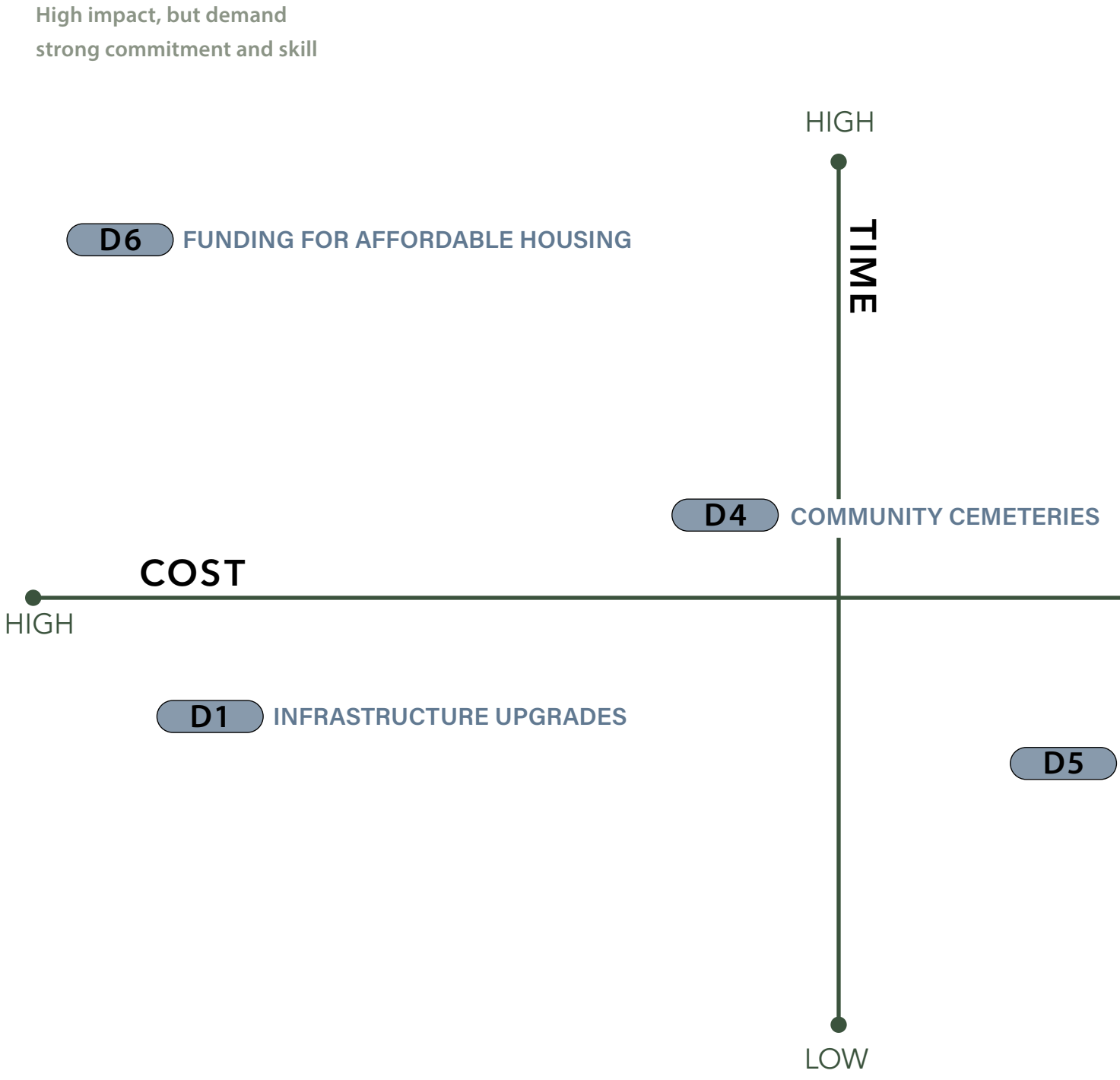
KEY STEPS

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.


High impact, but demand
strong commitment and skill
HIGH
TIME
D6 FUNDING FOR AFFORDABLE HOUSING
D4 COMMUNITY CEMETERIES
COST
HIGH
D1 INFRASTRUCTURE UPGRADES
D5
LOW
High impact but short term roles,
Example: Traffic Safety Improvements

Tasks are easy to do but require ongoing time commitment

D3 HISTORIC MEMORIALIZATION ALONG TRAILS

LOW

TORRENCE-LYTLE COMMUNITY CENTER OUTDOOR ENHANCEMENTS

D2 COMMUNITY IDENTITY SIGNAGE

D7 ARTS & CULTURE INVESTMENTS

Low hanging fruit, quick and easy ways to get people involved

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 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) 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 work with the NC Office of State Archeaology to designate the historic cemeteries (if/where needed).
    - 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, historic assets designated, 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 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	$	⏱

KEY FOR TABLES

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

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	$	⏱

KEY FOR TABLES

TIME 🕐	Tool exists or could be put into action within 2 years.	**COST** $	Tools may require short-term volunteer labor to get started, but represent modest costs.
TIME 🕐🕐	Tool could be in place within 5 years.	**COST** $$	Tools may need short-term funding sources, primarily from local sources that are known.
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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 for historic designation. Historic designations for cemeteries (if/where needed) are also coordinated with the NC Office of State Archaeology (OSA).	Coalition + HLC + SHPO + OSA	$$	⏱
	2	Coordinate historic designations & any enhanced protections with HLC	Town + HLC	$$	⏱⏱
	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	$$	⏱
C2 – Home Repair & Weatherization Programs	1	Expand grassroots repair (Habitat, CDC partners)	CBOs + Agency/nonprofit parners	$$$	⏱
	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	$	⏱

KEY FOR TABLES

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

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	$$$	⏱⏱⏱
	3	Establish ground leases w/ homeowners	CLT Board	$$	⏱⏱⏱

KEY FOR TABLES

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

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

neighboring concepts

JANUARY 2025 - OCTOBER 2025

POTTSTOWN COMMUNITY PRESERVATION PLAN

COMMUNITY MEETING 01

LISTEN AND UNDERSTAND

JANUARY 22, 2025

neighboring concepts

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.

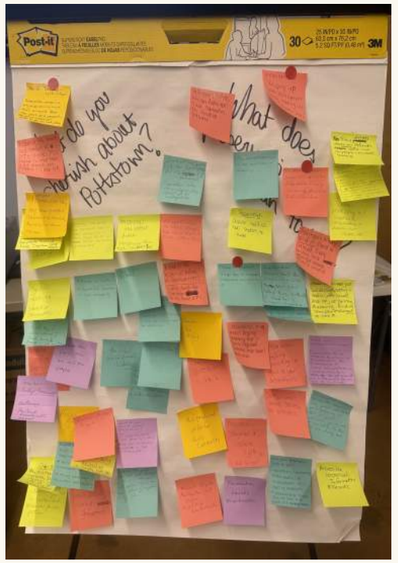
Neighboring Concepts conducted a 2-hour interactive meeting in the evening and all community members of Pottstown were welcomed. Community members were reached by yard signs, post-card mailings, and posts on the Town website. The tools used in the meeting were asset mapping, discussion through post-it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

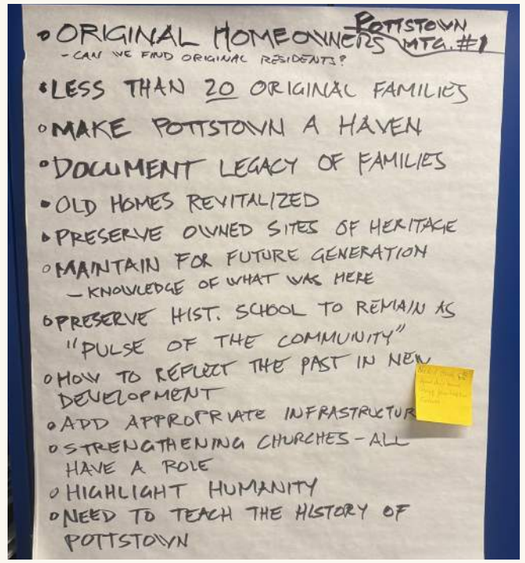
Goals

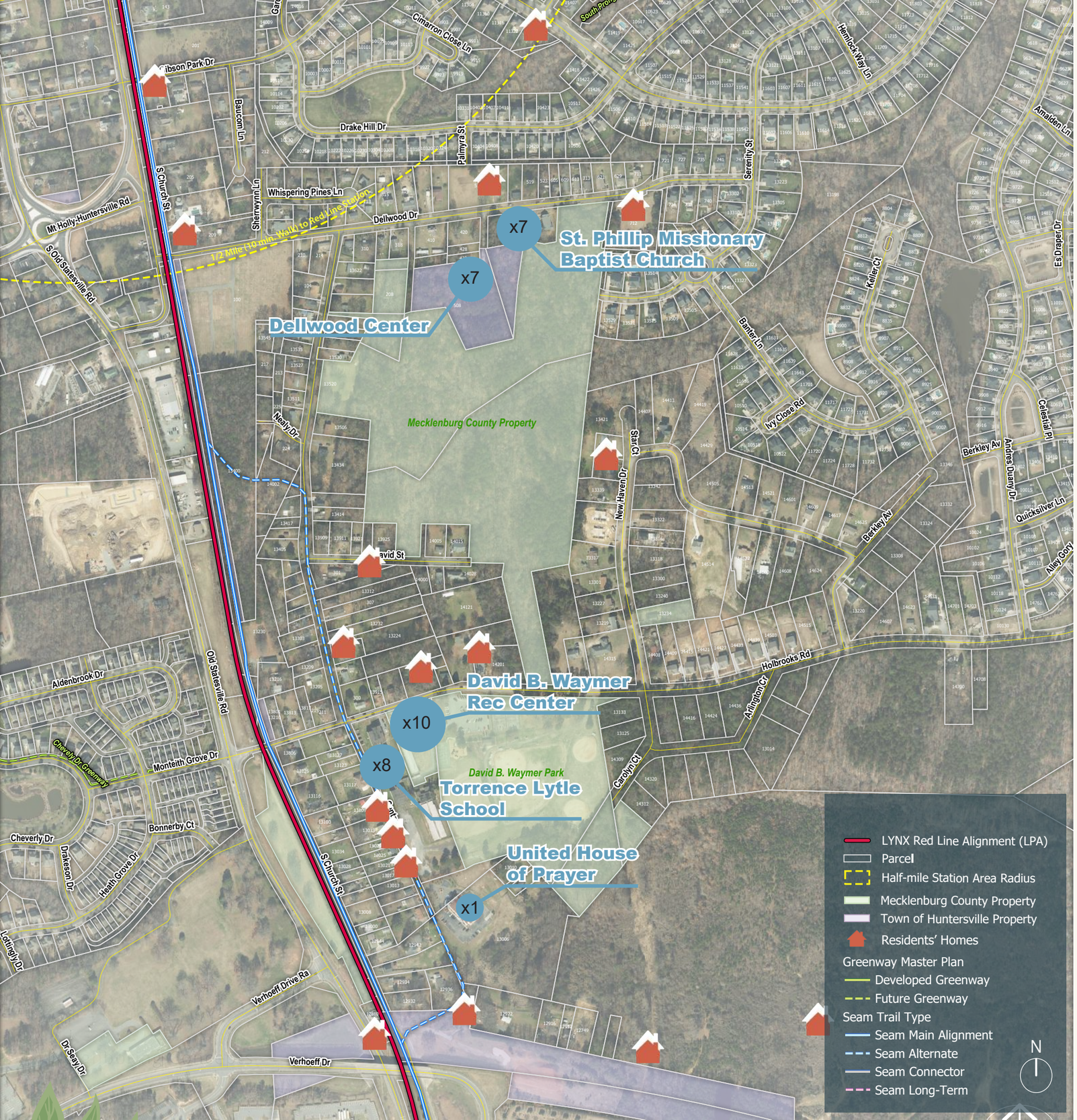
1. Understand values, priorities, and expectations for the Pottstown Preservation Plan
2. Listen to the community members discuss what they cherish about Pottstown.
3. Discuss what preservation means to the community members of Pottstown.
4. Understand the best strategies of engagement.



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







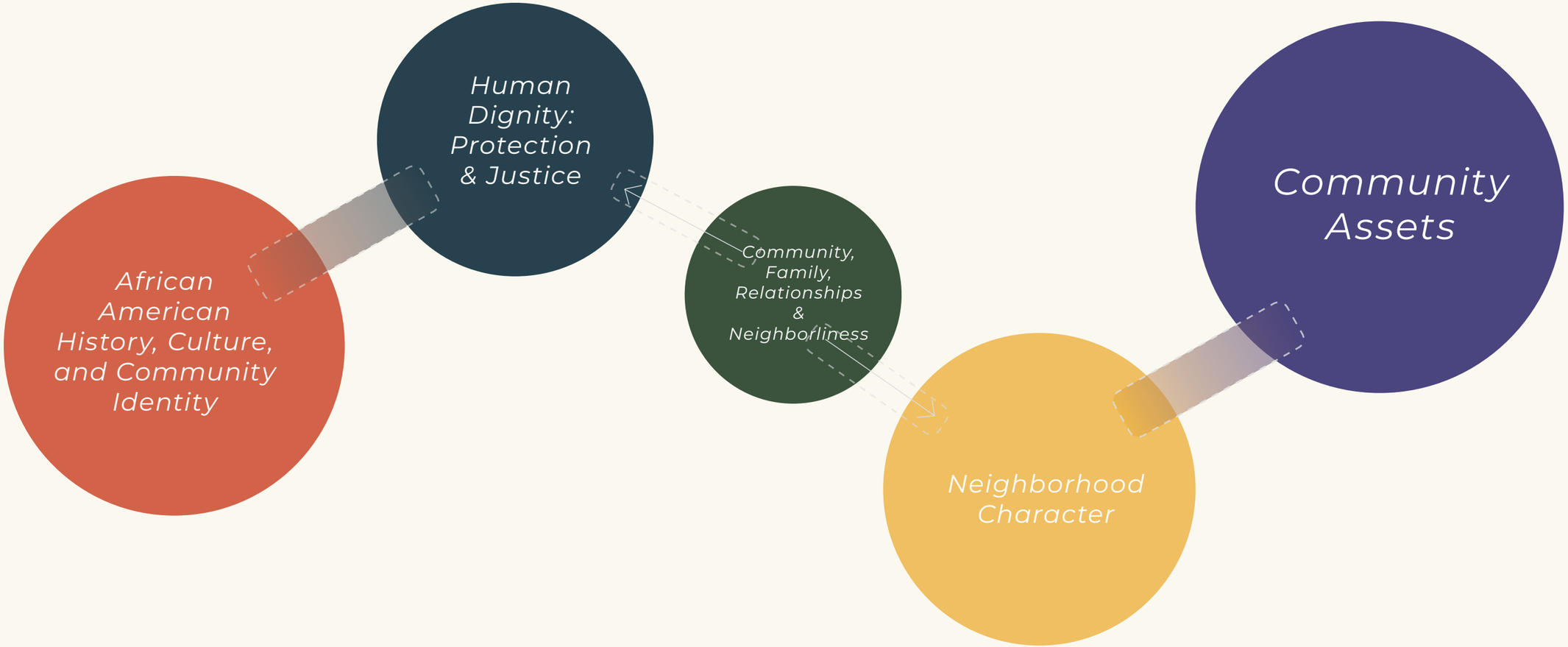
PLACES IMPORTANT TO POTTSTOWN

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

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)

Human Dignity: Protection & Justice

- Their desire to see Pottstown thrive for future generations

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

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

Community Assets

- Revitalize community amenities and infrastructure

“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?

WHO

LOCAL FAMILIES

- Bevelyn Sherril (2nd Generation)
- Debbie Wade Barringer
- Community composed of members from Sunset to Iredell/ Cabarrus

YOUTH/ NEW GEN

- David B. Waymer Recreation & Senior Center
- Local Schools
  - Lake Norman Charter Middle
  - High Schools
- Dellwood Center
- Youth Program at Churches

LOCAL CHURCHES

- St. Phillips Church
- House of Prayer
- Chapel Hill Baptist
- Huntersville AME Zion
- New Friendship Presbyterian
- Catawba Presbyterian
- Mt. Olive Missionary Baptist

LOCAL ORGANIZATION

- Mababu Live
- Pottstown Leaders Group
- Huntersville 101
- Commissioner LaToya Rivers
- Storytelling Group
- Pottstown Heritage Group
- Torrence Lytle Alumni

EVOLVING POTTSTOWN

- Latin American Coalition
- Caterpillar Ministries
- Pottstown Newcomers
- Faith Community in wider areas

HOW TO ENGAGE?

HOW

LOCAL FAMILIES

- Door-to-door engagement
- June Fest
- Clean-up Day
- Block Party
- Walk Tours
- Oral stories
- Historical Analysis
- Community Analysis
- Cross-cultural Analysis
- Juneteenth

YOUTH/ NEW GEN

- Recreation Center events/activities
- June Fest
- Walk Tours
- Youth driven workshops
- Juneteenth

LOCAL CHURCHES

- Revival Night Event
- Family and Friends Day Event
- One-to-one interviews/ engagement
- Historical Analysis
- Juneteenth

LOCAL ORGANIZATION

- Door-to-door engagement
- Community website outreach
- Mailing outreach
- Walk Tours
- June Fest
- Juneteenth

EVOLVING POTTSTOWN

- Walk Tours
- June Fest
- Clean-up Day
- Block Party
- Recreation Center events/activities
- Cross-cultural Analysis
- Juneteenth

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

LISTEN AND UNDERSTAND ---------->

COMMUNITY COLLABORATION CHARRETTE ---------->
VISIONING AND CO-CREATION ---------->

NARROWING IN ON THE PLAN ---------->

ROADMAP FOR IMPLEMENTATION ---------->

JANUARY

- Community Meeting 01

FEBRUARY

- Community One on One Sessions 01
- Finalize Community Engagement Plan
- Meeting with Town Departments
- Website Post Updates

MARCH

- Community Meeting 02
- Meeting with Town Departments
- Coordination Meetings with Agency Partners
- Website Post Updates

APRIL

- Community Charrette
- Pop-Up Event 01 TBD (St. Phillips Fish Fry)
- Community Charrette Summary Presentation
- Draft Preservation Playbook of Options
- Website Post Updates

MAY

- Community One on One Sessions 02
- Refinement of Preservation Playbook of Options
- Preliminary Interviews and Study of Funding Entities
- Website Post Updates

JUNE

- Community Meeting 03
- Pop-Up Event 02 TBD (June Fest)
- Coordination Meetings with Agency Partners
- Website Post Updates

JULY

- Coordination Meetings with Agency Partners
- Draft Pottstown Preservation Plan
- Website Post Updates

AUGUST

- Coordination Meetings with Agency Partners
- Finalize Pottstown Preservation Plan
- Website Post Updates

SEPTEMBER

- Finalize Pottstown Preservation Plan
- Website Post Updates

OCTOBER

- Community Presentation and Celebration
- Website Post Updates

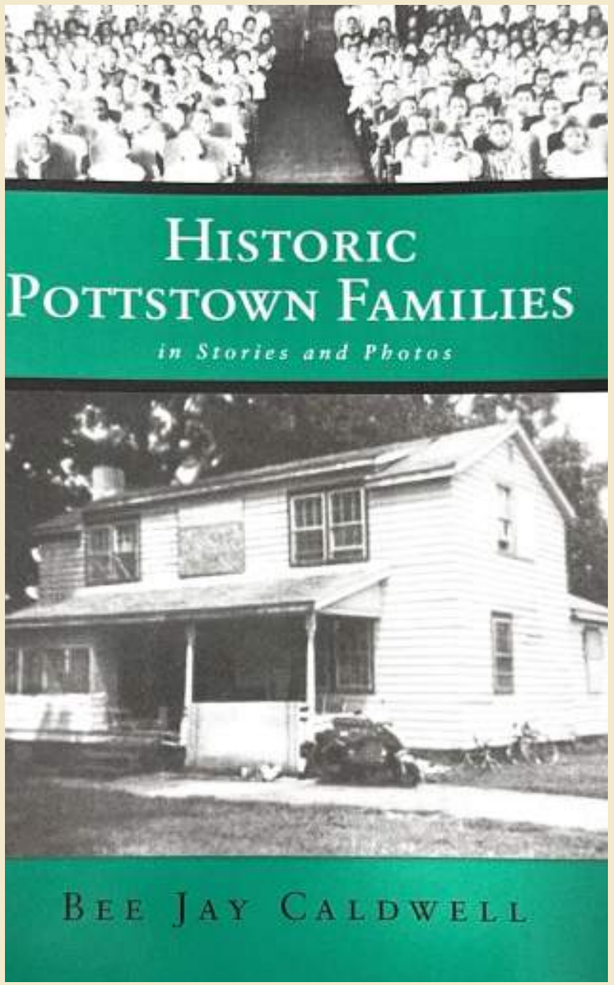
POTTSTOWN COMMUNITY PRESERVATION PLAN

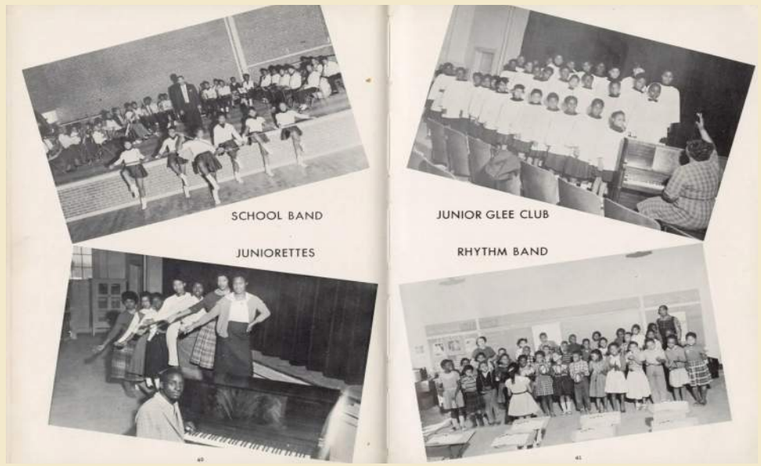
ONE-ON-ONE SESSIONS

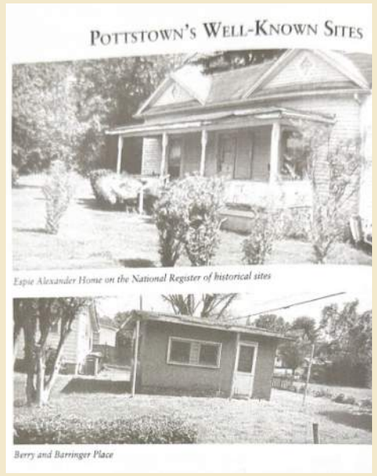
LISTEN AND UNDERSTAND

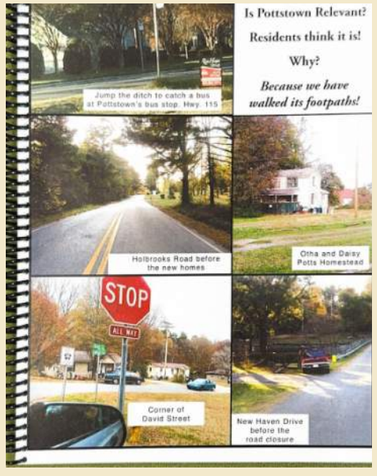
MARCH 01, 2025

neighboring concepts









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-LYTLE 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.
- Hosts fundraising activities at local events such as the June Fest
- Quarterly newsletters keep the community updated on events and fundraising efforts.
- 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-LYTLE 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
- Committed to honoring her ancestors and preserving community culture
- Strong belief in the interconnectedness of people and the importance of collective responsibility

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.







Central Avenue in 2016



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

04 CHALLENGES

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

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
- Dellwood vs. Gibson crossing closure
- Sidewalk project along Central Ave and parts of Dellwood
- Potential street parking at Church AME Zion
- 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
- Seam Trail Project along Church extension project
- Potential for community art to be incorporated in future traffic calming projects, like painted crosswalks or widened turns.

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

MAY 03, 2025

neighboring concepts

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**
- **Dellwood Drive Vision**
- **South Section of Waymer Park**
- **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.

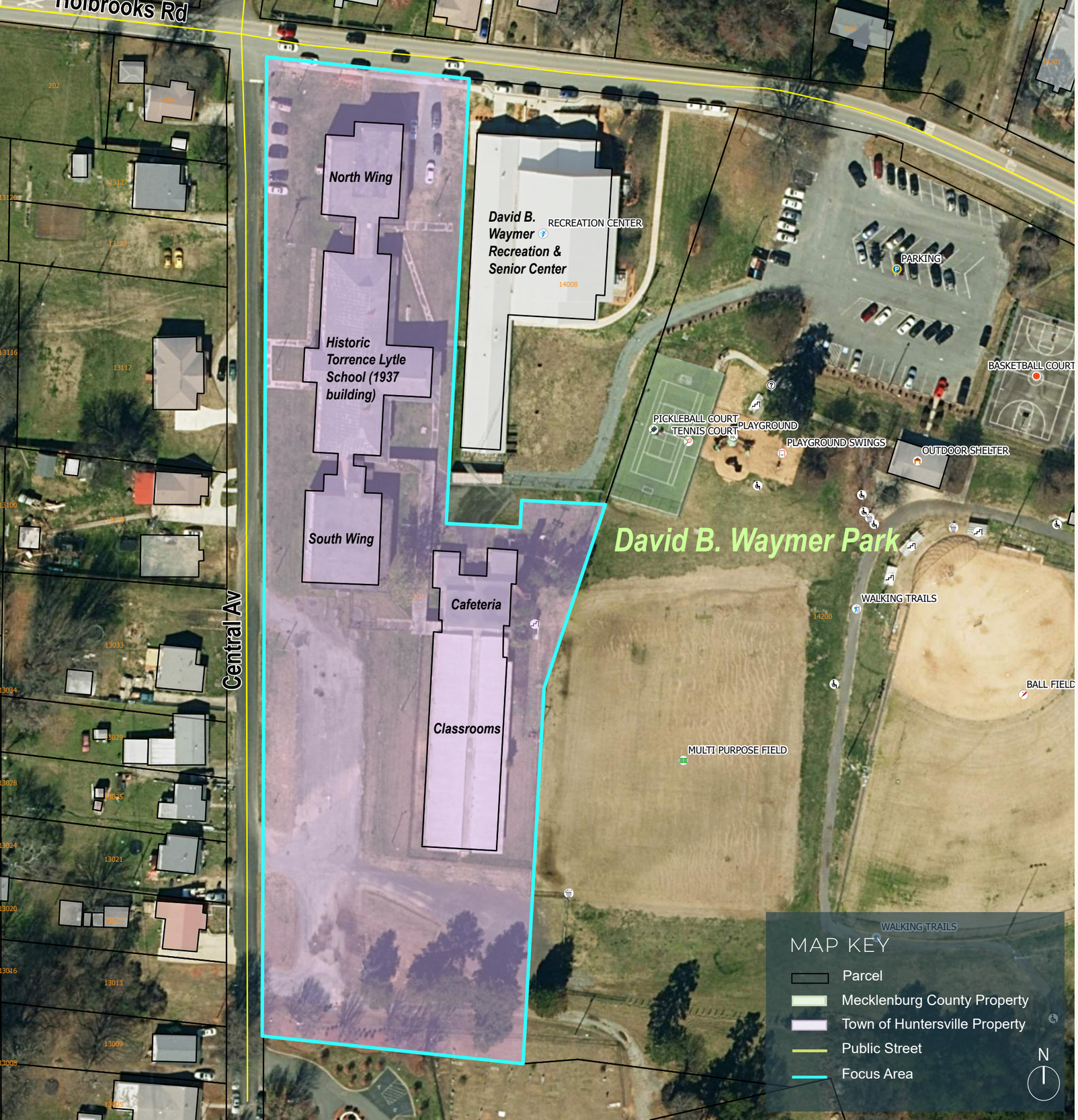
Goals

- 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-LYTLE 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-LYTLE 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-LYTLE 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



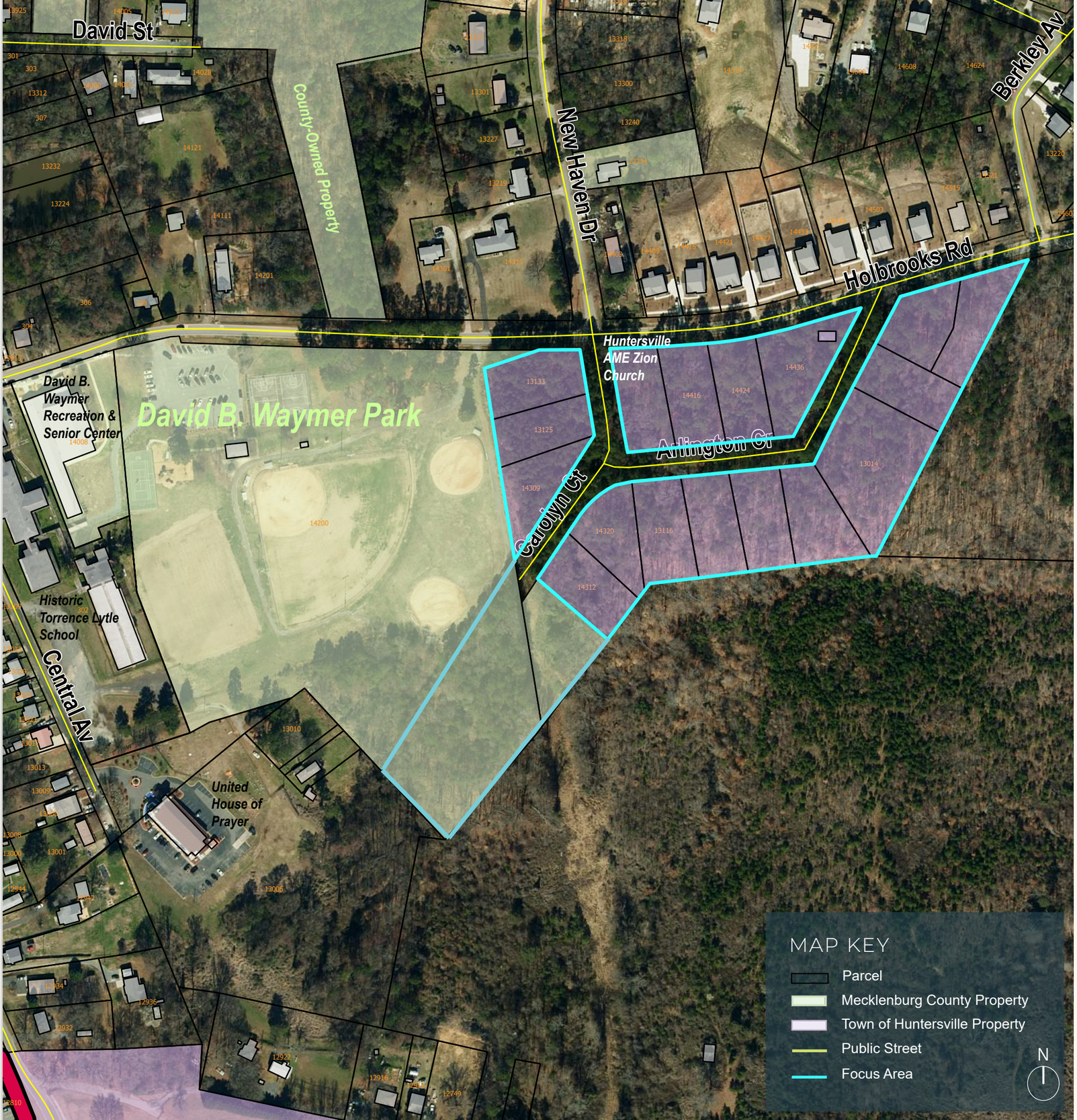
02. TRAFFIC CALMING (CENTRAL & HOLBROOKS)



03. HISTORY TELLING & NATURE TRAIL THEME



Neighboring Concepts



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.

01. AMPHITHEATER/PERFORMANCE VENUE



02. POCKET NEIGHBORHOOD



03. FARMING HERITAGE THEME



04. RECREATIONAL THEME



Neighboring Concepts



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 Beltine (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



02. NATURAL HERITAGE THEME

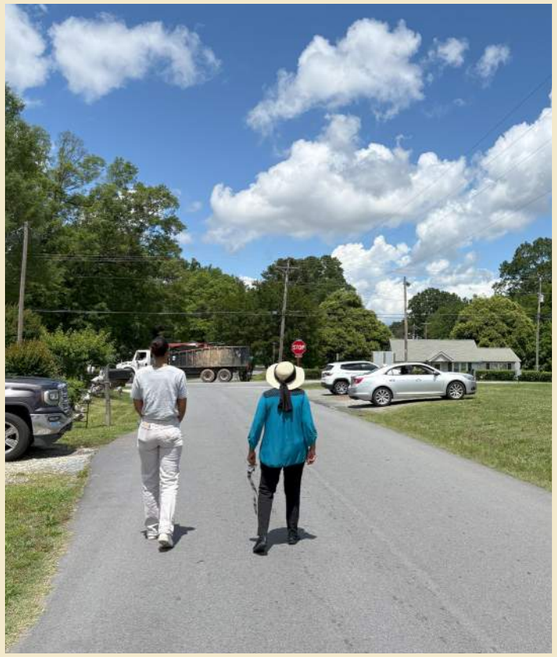


03. NEIGHBORHOOD IDENTITY FEATURES









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
- **Juneteenth Celebration Block Party**
  Thursday, June 19th, 2025
  6:00pm - 9:00pm
  Veterans Park
  Huntersville, NC
- **HCDA Festival**
  Saturday, June 7th, 2025
  10:00am - 1:30pm
  David B. Waymer 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

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

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

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 Shamaiye 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

Shamaiye 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

Memorandum

To: Huntersville Board of Commissioners

From: Huntersville Planning Department

Re: Resolution of Adoption for the Pottstown Community Preservation Plan

On October 7, 2025, the Huntersville Board of Commissioners held a Public Hearing on the Pottstown Community Preservation Plan.

On October 14, 2025, the Huntersville Planning Board recommended approval by unanimous vote (8-0) with the following motion:

> S. Hensley made a motion to recommend approval of the Pottstown Community Preservation Plan as presented with an emphasis on the urgency of implementing toolkit A5, an Advisory Board, that invites residents of Pottstown, staff (time permitting), and other relevant officials and people. The plan is consistent with the Huntersville 2040 Community Plan for providing housing options, preserving existing communities, and expanding infrastructure. J. Davis seconded the motion. The motion carried unanimously (8-0).

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: 13315 Ramah Church Road Purchase Agreement

EXPLAIN REQUEST:

Appropriate $500,000 of Fund Balance (103890.9999) for the purchase of property at 13315 Ramah Church Road consisting of approximately 4.1 acres with a parcel ID of 01116101 (105400.0550). This property will allow the Town to increase the size of the future Ramah Church Park. It will allow connections from the park to the future greenway as well as other neighborhood connections.

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Decrease in General fund balance of $500,000.

ATTACHMENTS:

1. Purchase Agreement Walter Wilson Ewart 10-8-25

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Walter Wilson Ewart ("Seller"), and the **Town of Huntersville, North Carolina**, a North Carolina **municipality ("**Buyer").

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

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

(a) "**Property": 13315 Ramah Church Road, Huntersville, NC 28078 consisting of approximately a total of 4.1 acres**, consisting of all of the following tax parcel: PID **01116101**; together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

(b)

$500,000.00 (b) **"Purchase Price"** shall mean the sum of **Five Hundred Thousand** Dollars,

payable on the following terms:

$0.00 (i) **"Earnest Money"** shall mean **Zero** Dollars

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with: NA

❑ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND:** ***(check only ONE box)***

❑ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is:_)**

❑ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

N/A (ii) **Proceeds of a new loan** in the amount of _____ _____Dollars for a term of _____years, with an amortization period not to exceed_____years, at an interest rate not to exceed _____% per annum with mortgage loan discount points not to exceed_____% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

N/A (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____Dollars being payable over a term of_____years, with an amortization period of_years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____percent (_____%) per annum in the amount of $____ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note**

and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

N/A (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $_____ and evidenced by a note bearing interest at the rate of_____percent (_____%) per annum, and a current payment amount of $_____.

$500,000.00 (v) **Cash, balance of Purchase Price**, at Closing in the amount of **Five Hundred Thousand** Dollars.

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before **120 days after the Contract Date.**

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller, such execution to occur after approval of the Agreement by the Town of Huntersville Board of Commissioners.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on the date that is **90 days after the Contract Date**. ***TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.***

(g) **"Broker(s)"** shall mean:

Lantern Realty & Development, LLC ("Listing Agency"),

_____("Listing Agent" – License #_____)

Acting as: [X] Seller's Agent; ❑ Dual Agent

And ("Selling Agency"),

N/A ("Selling Agent"- License #_____)

Acting as: [] Buyer's Agent; ❑ Seller's (Sub)Agent; ❑ Dual Agent

(h) **"Seller's Notice Address"** shall be as follows:

Walter Wilson Ewert
C/O Jane Herzog
13315 Ramah Church Rd.
Huntersville, NC 28078

e-mail address:_____fax number:_____

except as same may be changed pursuant to Section 12.

(i) **"Buyer's Notice Address"** shall be as follows:
Anthony Roberts, Town Manager
P.O. Box 664
Huntersville, NC 28078

e-mail address:_____fax number:_____

except as same may be changed pursuant to Section 12.

[] (j) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to** draft conditions or contingencies to this Agreement.)

❑ (k) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: [none].

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: [none].

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** [intentionally deleted]

(b) **Qualification for Assumption**: [intentionally deleted]

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition**: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) Inspections: Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the

Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON, OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

[X] If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

[ ] If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C;**

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §l32l) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §l317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event that Seller accepts a third-party offer to purchase the Property, resulting from the "Negotiated Offer, Advertisement and Upset Bid" Process contemplated by N.C.G.S. 160A-269, then the Earnest Money shall be immediately refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to

the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws

(a)**Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any): NONE
_____.

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) .a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b)**Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c)**Owners' Association**: If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

❑ **EIFS/SYNTHETIC STUCCO**: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Date: _____

Buyer: **Town of Huntersville**

By: _____
Town Manager

Date: _____

Seller: **Walter Wilson Ewart**

_____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

_____

(Name of Escrow Agent)

Date:_____ By: _____

Escrow Agent's contact/notice information is as follows:

_____

_____

e-mail address: fax number:

except as same may be changed pursuant to Section 12.

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: 13315 Ramah Church Road Budget Amendment

EXPLAIN REQUEST:

Appropriate $500,000 of Fund Balance (103890.9999) for the purchase of property at 13315 Ramah Church Road consisting of approximately 4.1 acres with a parcel ID of 01116101 (105400.0550). This property will allow the Town to increase the size of the future Ramah Church Park. It will allow connections from the park to the future greenway as well as other neighborhood connections.

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Decrease in General fund balance of $500,000.

ATTACHMENTS:

None

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: 200 3rd St, 202 3rd St and 204 3rd St Property Purchase

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EXPLAIN REQUEST:

This request is for the acquisition of three parcels located on 3rd Street (200, 202, and 204). These parcels are necessary for the upcoming Walters St Extension to connect the gap in existing Walters St to Seagle to the north of this project. The Town already owns the lots on the northern side of 3rd St to facilitate this connection.

This purchase was facilitated by the property owner contacting the Town expressing a desire to sell for tax value of the three parcels. Ultimately, these parcels will be needed for a future transportation improvement in this area to extend Walters St, including the entirety of one of the parcels and needing at least one of the adjacent parcels for construction activities.

ACTION RECOMMENDED:

Consider decision on purchase agreement for the parcels located on 3rd Street (200, 202, and 204). These parcels are necessary for the upcoming Walters St Extension to connect the gap in existing Walters St to Seagle to the north of this project. The Town already owns the lots on the northern side of 3rd St to facilitate this connection.

FINANCIAL IMPLICATIONS:

.

ATTACHMENTS:

1. Purchase Agreement 200-204 3rd street Mary Lou Richards 10-21 Agenda

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Mary Lou Richards, widow ("Seller"), and the **Town of Huntersville, North Carolina**, a North Carolina **municipality (**"Buyer").

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

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

(a) "**Property": 200 3rd St, 202 3rd St, and 204 3rd St, Huntersville, NC 28078 consisting of approximately a total of .876 acres**, consisting of all of the following tax parcels: PIDs **01902118, 01902117, and 01902116**; as generally shown on Exhibit A, attached hereto and incorporated herewith by reference, together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

(b)

$421,200.00 (b) **"Purchase Price"** shall mean the sum of **Four Hundred Twenty-One Thousand Two Hundred** Dollars,

payable on the following terms:

$0.00 (i) **"Earnest Money"** shall mean **Zero** Dollars

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with: NA

❑ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND:** ***(check only ONE box)***

❑ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is:_)**

❑ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

N/A (ii) **Proceeds of a new loan** in the amount of _____ _____Dollars for a term of _____years, with an amortization period not to exceed_____years, at an interest rate not to exceed _____% per annum with mortgage loan discount points not to exceed_____% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

N/A (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____Dollars being payable over a term of_____years, with an amortization period of_years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____percent (_____%) per annum in the amount of $_____ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note**

and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

N/A (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $_____ and evidenced by a note bearing interest at the rate of_____percent (_____%) per annum, and a current payment amount of $_____.

$421,200.00 (v) **Cash, balance of Purchase Price**, at Closing in the amount of **Four Hundred Twenty-One Thousand Two Hundred** Dollars.

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before **120 days from the Contract Date.**

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller and after approval by the Town of Huntersville Board of Commissioners.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on the date that is **90 days after the Contract Date.** ***TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.***

(g) **"Broker(s)"** shall mean:

N/A _____("Listing Agency"),

_____("Listing Agent" – License #_____)

Acting as: [] Seller's Agent; ❑ Dual Agent

And ("Selling Agency"),

_____("Selling Agent"- License #_____)

Acting as: [] Buyer's Agent; ❑ Seller's (Sub)Agent; ❑ Dual Agent

(h) **"Seller's Notice Address"** shall be as follows:

PO Box 32
Huntersville, NC 28070

e-mail address:_____fax number:_____

except as same may be changed pursuant to Section 12.

(i) **"Buyer's Notice Address"** shall be as follows:
Anthony Roberts, Town Manager
P.O. Box 664
Huntersville, NC 28078

e-mail address:_____fax number:_____

except as same may be changed pursuant to Section 12.

[X] (j) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to** draft conditions or contingencies to this Agreement.)

❑ (k) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum

(Form 581-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: [none].

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: [none].

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** [intentionally deleted]

(b) **Qualification for Assumption**: [intentionally deleted]

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition**: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) Inspections: Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections,

examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON, OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

[X] If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

[ ] If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C;**

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §l32l) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §l317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event that Seller accepts a third-party offer to purchase the Property, resulting from the "Negotiated Offer, Advertisement and Upset Bid" Process contemplated by N.C.G.S. 160A-269, then the Earnest Money shall be immediately refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to

the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws

(a)**Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv)above, if any): NONE

_____.

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) .a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b)**Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c)**Owners' Association**: If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

❑ **EIFS/SYNTHETIC STUCCO**: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Date: _____

Buyer: **Town of Huntersville**

By: _____
Town Manager

Date: _____

Seller: **Mary Lou Richards**

_____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

_____

(Name of Escrow Agent)

Date:_____ By: _____

Escrow Agent's contact/notice information is as follows:

_____

_____

e-mail address: fax number:

except as same may be changed pursuant to Section 12.

EXHIBIT A

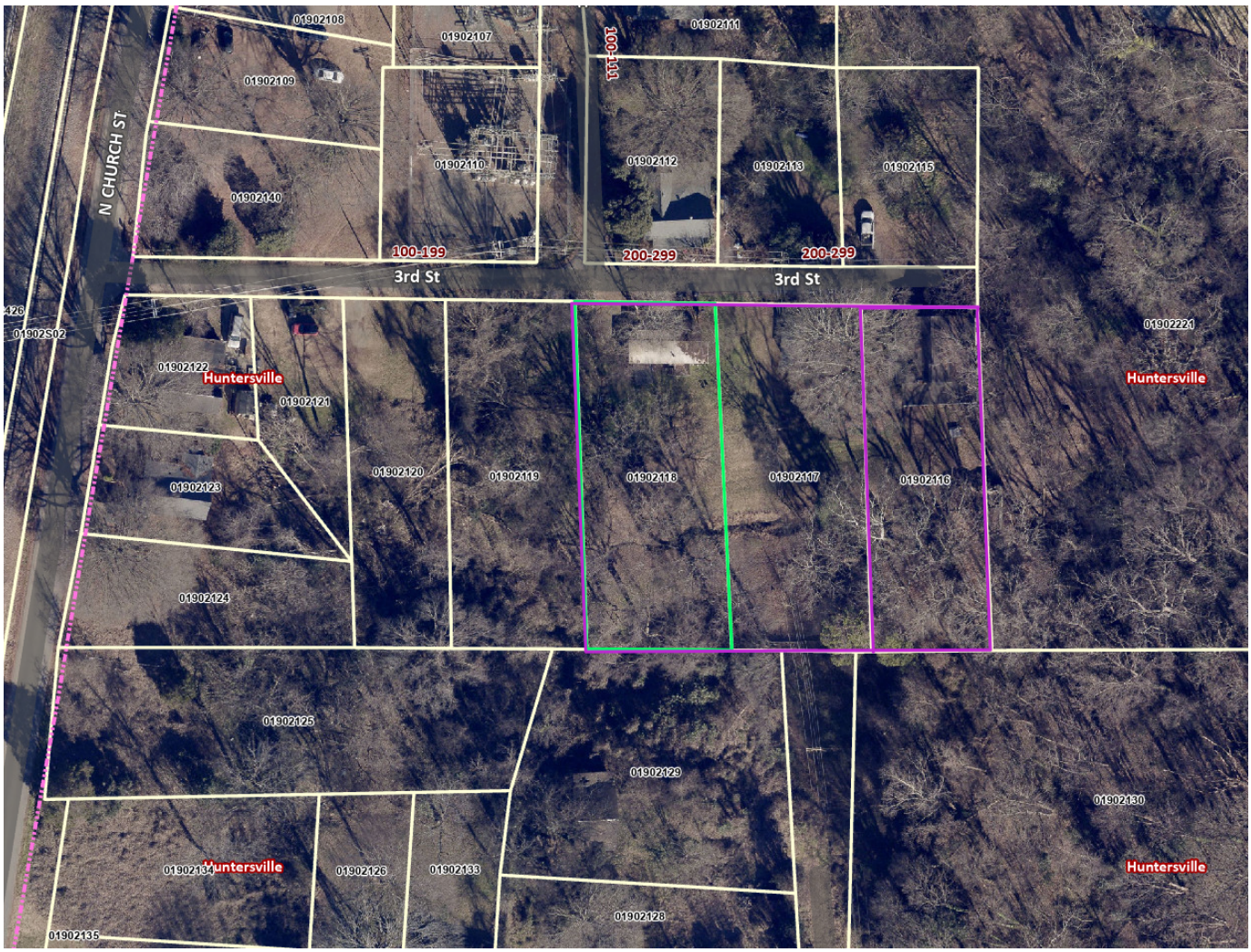
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EXHIBIT B

1) Any items not removed from the property at Closing shall be considered abandoned and may be removed or destroyed by the Buyer.
2) The 8 x 16 building on the Property shall be removed by Seller prior to Closing.
3) Seller shall work with Buyer to ensure the title to the mobile home is transferred to Buyer within 30 days after Closing. This obligation shall survive the Closing.

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: 200 3rd St, 202 3rd St and 204 3rd St Property Purchase Budget Amendment

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EXPLAIN REQUEST:

Appropriate General Fund Balance of $421,200 for the purchase of lots at 200 3rd St, 202 3rd St and 204 3rd St. (105400.0550)

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

Decrease in General Fund Balance of $421,200.

ATTACHMENTS:

None

Request for Board Action

October 21, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: Quasi-Judicial Hearing on Petition #SUP25-01: Greenway Waste Expansion

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EXPLAIN REQUEST:

Petition #SUP25-01 has been submitted by Greenway Waste Solutions at North Meck requesting a modification to their approved Special Use Permit. The request applies to approximately 220.9 acres located near 15300 Holbrooks Road (PINs: 01910102, 01930106, 01910116, 01910113, 01910119, 01910101, 01910107, 01910109, 01934118). The proposed modification seeks approval to relocate an existing stream on the site and establish a new fill area in its place.

ACTION RECOMMENDED:

Conduct a hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. SUP25-01 Greenway Waste - Staff Report - 10 21 25
2. Special Use Permit Plan - Updated 10 10 25
3. Special Use Permit Applicant Burden Package - 10.10.2025
4. Applicant SUP Environmental Finding - 9 22 25
5. Applicant SUP - Property Values Finding - 9 22 25
6. Flood Study
7. Flood Study Graphics - Data
8. Applicant SUP Art 9.23 Findings- 9 26 25
9. Riverkeeper Letter of Support
10. Regenesis Statement of Qualifications
11. North Meck SUP General Application signed (1)
12. Army Corp 404 Permit - Stream and Wetland Mitigation
13. Army Corp 401 Permit

14. Applicant SUP Cover Letter
15. 63D-0055 (Griffin Bros - Holbrook Rd Coring) Coring.Report
16. NCDOT Holbrooks Road Comments - 2009
17. NCDOT Holbrooks Road Comments - 2021
18. NCDOT Holbrooks Road Recommendation - 2025

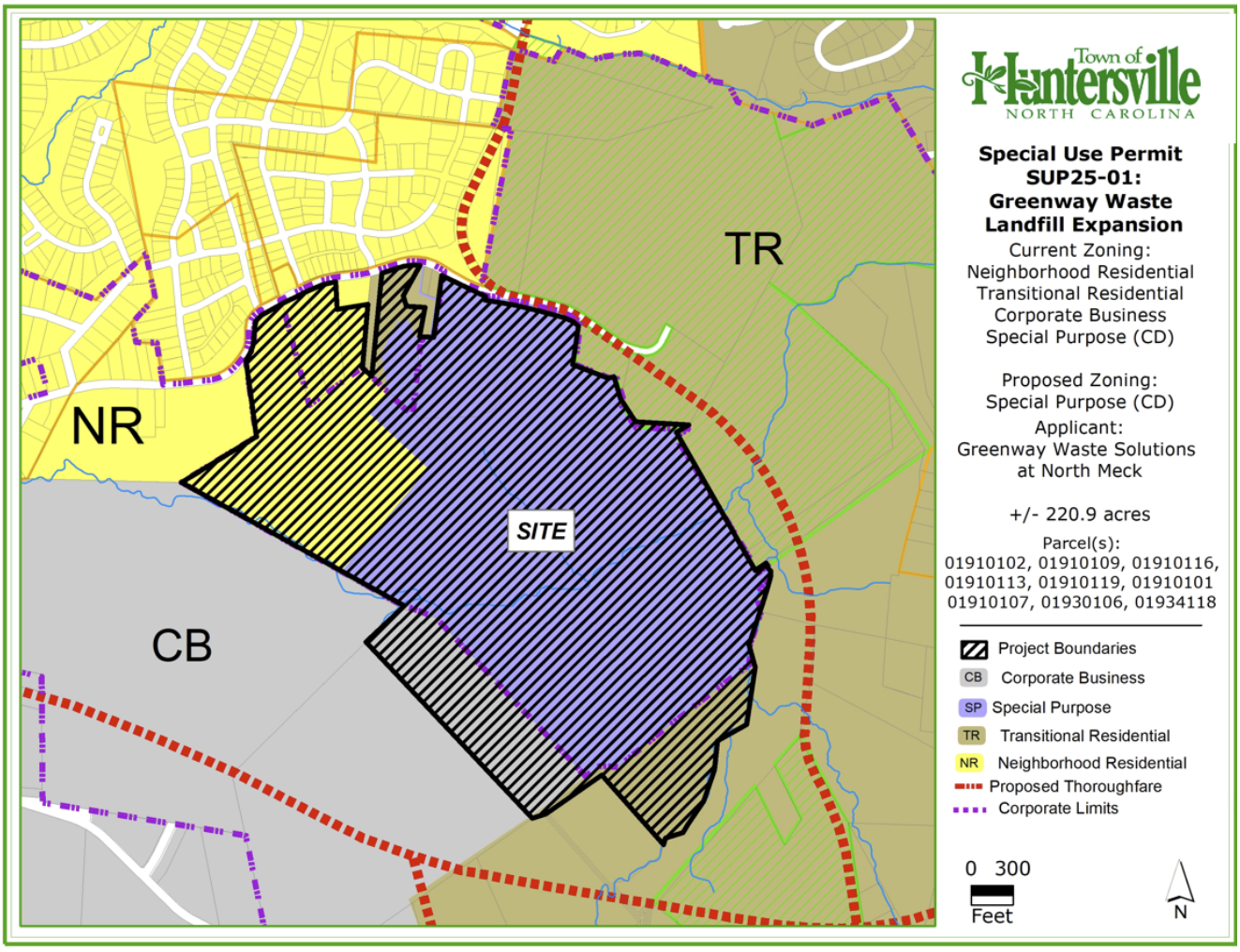
REQUEST:

Special Use Permit Modification Request: Greenway Waste Construction and Demolition Landfill Expansion in Special Purpose District – SUP25-01

1: DESCRIPTION

Petition #SUP25-01 has been submitted by *Greenway Waste Solutions at North Meck* requesting a modification to their approved Special Use Permit. The request applies to approximately 220.9 acres located near 15300 Holbrooks Road (PINs: 01910102, 01930106, 01910116, 01910113, 01910119, 01910101, 01910107, 01910109, 01934118). The proposed modification seeks approval to relocate an existing stream on the site and establish a new fill area in its place**.**

PART 2: LOCATION



PART 3: STAFF FINDINGS

The following sections of the Zoning Ordinance are applicable to the operation and permitting of a Construction and Demolition Landfill. Each requirement is followed by staff's recommended finding of fact and submitted evidence for the corresponding requirement. The applicants have also submitted their own findings of fact attached in the agenda packet. STAFF COMMENTS *italized* below show a recommendation that the finding of fact has not yet been sufficiently proven.

Article 9.23 Off Site Land Clearing and Inert Debris (LCID) and Construction and Demolition (C&D) Landfills:

Off-Site LCID and C&D Landfills are permitted in the SP District subject to a Special Use Permit, according to the procedures of Section 11.4.10. The Town Board shall issue a Special Use Permit for the subject facility in the SP District if, but not unless, the evidence presented at the Special Use Permit hearing establishes the conditions below.

Staff Finding:

- The Greenway Waste Landfill, located on Holbrooks Road, is a Construction and Demolition (C&D) landfill operating within the SP zoning district. A rezoning application has been submitted to both expand the landfill and extend the SP zoning district boundaries to support its continued operation. This Conditional District rezoning application is being reviewed concurrently with the Special Use Permit (SUP) application, with both scheduled for final consideration by the Town Board at the same meeting.
- STAFF COMMENT: Staff recommends this finding is met with the approval of the proposed conditional district rezoning application.

1. That the Site will operate in compliance with the rules according to the NCDENR for C&D and LCID landfills, as amended.

Staff Finding:

- For the expansion of the landfill, a solid waste permit is required by the North Carolina Department of Environmental Quality – Division of Waste Management, Solid Waste Section (NCDEQ). The applicants will need to obtain this permit prior to expanding the landfill. Also, regarding groundwater constituent exceedances of the site, NCDEQ has stated the following:
    - The North Meck Construction and Demolition (C&D) Landfill is a permitted unlined landfill (NC Solid Waste Permit Number 6013-CDLF-1993). Concentrations of volatile organic compounds (VOCs), including 1,4-Dioxane, persistently exceed the NC regulatory 02L Groundwater Standards at the landfill. Groundwater corrective action has been implemented for VOCs since 2020. The approved selected remedy for the cleanup of the contamination is active landfill gas extraction and monitored natural attenuation (MNA) as a treatment train. Groundwater corrective action continues to be required.

- A Notice of Regulatory Requirements (NORR) for contaminant assessment and cleanup was issued in 2024 for PFAS (Per – Polyfluoroalkyl Substance) contamination. This included the requirement to submit a Receptor Survey and a PFAS Work Plan. PFAS assessment of groundwater and surface water at the landfill is ongoing.
- Landfill gas is comprised of different gases and methane gas is one of them. Methane gas persistently exceeds the regulatory lower explosive limits (LELs) in the Infill Area of the landfill. A methane gas corrective action plan was implemented in 2024, and the effectiveness of the passive gas collection trench installed is ongoing.
- The NC Solid Waste Section has already conveyed to the facility that additional corrective action will need to be implemented for persistent exceedances and detections of VOCs (including 1,4-Dioxane) and PFAS in the groundwater and the surface water.
- The proposed stream relocation project and landfill expansion will be evaluated from a hydrogeologic and engineering perspective, to ensure that the existing water quality monitoring network is not negatively impacted, and that any necessary corrective action to comply with the law and NC Admin Code can be designed and effectively implemented in a manner that would allow consideration of expanding the landfill.
- STAFF COMMENT: Staff recommends this finding is met with the understanding a NCDEQ permit is required prior to landfill expansion.

2. That the comprehensive site plan addresses each of the environmental and development standards below:

    a. A landfill which would be larger than 10 acres shall be accessed from a major or minor thoroughfare or from a street built to Industrial Collector Street standards that connects directly to a major or minor thoroughfare. Landfills 10 acres or less must directly connect to a major or minor thoroughfare, or to an Industrial Collector Street or Industrial Local Street where available. However, if such thoroughfares or streets are not reasonable available, the Board may nevertheless issue a special use permit upon finding that the use for which the permit is granted would not likely cause any injurious effect on the property adjacent to the access

    STAFF FINDINGS:

    - The site in question is over 10 acres in size.
    - Holbrooks Road is not a major or minor thoroughfare and is not built to Industrial Collector Street Standards.
    - In the past, the Town of Huntersville and NCDOT have both expressed concerns regarding the use of Holbrooks Road as the primary access to the landfill, noting that the roadway is not constructed to accommodate heavy industrial truck traffic.
    - Also of concern is the commercial traffic running through a generally residential area, making the use inconsistent with the character of adjacent development.

    - Therefore, the current concern over Holbrooks Road is two-fold; the maintenance and durability of the physical structure of the street, and the use incompatibility created by commercial trucks through residential neighborhoods.
- The applicants have submitted a core sample report (dated 8/25/25) of the structure of the road to the Town and NCDOT. After review of the road conditions, NCDOT is recommending maintenance improvements to Holbrooks Road. See page 10 below for the recommended improvements.
- As part of the previous rezoning and SUP approval for the landfill in 2016, conditions were established requiring the landfill to transition its access off Holbrooks Road no later than 2034. Additionally, a condition was included stating that if an alternative access becomes available prior to that date, the landfill must shift its primary access to the new location within one year.
- The Town Board recently approved a commercial rezoning that identified a potential new driveway connection from Commerce Station Drive, extending to the landfill property to the south. While there is no guarantee that this access or the associated development will be constructed, staff is currently reviewing the construction documents for the development and the potential roadway stub.
- In a letter dated 9/10/25 submitted to staff, and submitted as part of their SUP application, a note from the applicant states that "No later than 2034, all landfill traffic will be rerouted off Holbrooks Road to the new proposed landfill entrance. The Holbrooks Road entrance will be closed and gated to prevent any landfill traffic from using it". A note on the updated permit plans states that the applicant would commit to shift the access "within one year of issuance of the NCDEQ Permit" to expand the landfill.
- STAFF COMMENT: *Staff finds that the evidence to satisfy this requirement is incomplete. NCDOT recommended improvements to Holbrooks Road. Therefore, outstanding issues regarding the potential "injurious effects" of the heavy truck traffic on the road infrastructure are outstanding. In addition, staff recommends the applicant commit to move the access off Holbrooks Road regardless of the permit for expansion, unless capacity of the landfill is reached prior to the access becoming available.*

b. That the proposed or existing use will be in compliance with the rules and regulations as established by Traffic Impact Analysis (TIA) Article 14.

   STAFF FINDING:
   - Following staff review, the proposed landfill expansion and potential shift to an alternate access did not generate a sufficient increase in traffic to meet the threshold requiring a Traffic Impact Analysis (TIA). The completed TIA Determination of Need Form is included in the agenda packet.
   - STAFF COMMENT: Staff recommends this finding is met.

c. Neither clearing, grading, land disturbing activities nor any portion of a C&D or LCID landfill may be located within 100 feet of any exterior property line. Further, the buffer

requirements for the site are required per the state permitting criteria. The requirements stated below take precedence over any and all modifications made by the state unless the state standards become more restrictive.

- 500-foot buffer from existing residential water supply wells to fill area.
- 200-foot buffer from adjacent property to fill area.
- No fill in designated wetlands or the FEMA and/or Community Special Flood Hazard Areas.
- 50-foot buffer from delineated streams.
- 50-foot buffer from road right-of-way to fill area (non state requirement).

STAFF FINDINGS:

- There are multiple areas of the site where the proposed grading, clearing, and land disturbing activities encroaches into the required 100 feet setback. The areas proposed to disturb the 100-foot setback and the 80-foot buffer requirement from Article 7.4 of the ordinance is shown on sheet SP-104 (shown in orange and light green shading).
- The applicants have submitted modification requests for the buffers as part of their conditional rezoning application.
- A modification is also being requested to add fill and remove the 50-foot buffer from a delineated stream. The applicants propose to move the stream running through the property, re-establish a new stream and buffer to the south, and add fill debris in the area of the abandoned stream.
- STAFF COMMENT: Staff finds that the buffer modifications requested will need to be approved in the conditional rezoning application for the Special Use Permit to be approved.

d. Driveway access to the facility must be paved for a distance of at least 100’ from the public street.

STAFF FINDINGS:

- In the submitted letter to staff dated 9/10/25 the applicants state that the driveway connecting to Holbrooks Road is paved for a distance of 170 feet. The proposed driveway is also noted to be paved a distance of 750 feet from Commerce Station Drive.
- STAFF COMMENT: Staff recommends this finding is met as shown in the permit plan submitted.

e. Vehicular and pedestrian access to the site must be controlled; the site must be closed and secured during hours when filling activities are not under way. A non-climbable fence, at least 6’ high, shall be installed around the landfill and all of its operations as a safety device. These fences must be constructed of wire mesh with openings not to exceed 2 inches by 4 inches or equivalent and must be placed on the interior side of screening/buffering devices.

STAFF FINDINGS:

- The site plan shows existing fence close to the main entrance to the facility on Holbrooks Road, and proposed to be installed at the relocated entrance to the south. Much of the remaining landfill perimeter is not shown to be enclosed with required fencing. A modification is being requested through the rezoning to only include fencing as shown on the rezoning plan. The modification will need to be approved for the Special Use Permit to be approved.
- STAFF COMMENT: Staff recommends that some additional fencing to the east and west of the landfill near Holbrooks Road would be beneficial to further secure the landfill and meet the intent of the ordinance.

f. All driveways which serve the site must be wide enough to accommodate two-way traffic for a distance of at least 100 feet from the public street so that no traffic waiting to enter the site will be backed up on any public right-of-way.

STAFF FINDING:

- The letter submitted to staff states that the driveway closest to Holbrooks Road is over 50 feet wide for a distance of about 280 feet into the facility. The letter does not indicate how wide the newly proposed entrance to the south would be. However, the site plan on sheet SP-101 shows the entrance to be about 30 feet wide, which would be wide enough for 2-way traffic. The proposed new entrance would also be approximately 420 feet from Commerce Station Drive.
- STAFF COMMENT: Staff recommends this finding is met through the submitted site plan.

3. That the landfill operator will be responsible for removal of any and all debris, dirt, or other materials which fall from trucks entering or leaving the landfill from all adjoining streets on at least a weekly basis. Failure to comply constitutes a violation of this ordinance and may constitute grounds for revocation of the operating permit.

STAFF FINDING

- The letter submitted to staff dated 9/10/25 states that the applicant has successfully maintained and cleaned Holbrooks Road near the landfill's existing entrance; and they would continue to clean and maintain the new driveway from Commerce Station Drive to the relocated entrance.
- STAFF COMMENT: Staff recommends this finding is met through the commitment included in the letter to staff.

4. That use of the site for any purpose shall be limited to the hours of 7:00 a.m. until 6:00 p.m. Monday through Saturday, if the site adjoins or is across the street from property located in a residential district.

STAFF FINDING:

- The letter submitted to staff dated 9/10/25 states that per the approved franchise agreement with the Town of Huntersville, the permitted hours are 7:00 am to 6:00 pm Monday through Friday, and 7:00 am to 12:00 pm on Saturday.
- STAFF COMMENT: Staff recommends this finding is met.

5. That a timetable has been submitted with the application indicating the development phases and the projected life expectancy of the landfill.

   STAFF FINDING:

   - According to the letter submitted to staff on 9/10/25, the capacity of the proposed new fill area would provide an estimated additional 40 years of landfill use. However, per staff discussions with NCDEQ, state law currently limits the maximum life expectancy of landfill permits to 60 years. The life of site permit approval to operate shall expire on June 24, 2053.
   - STAFF COMMENT: *Staff recommends this finding is incomplete. The plan should be amended to update the life expectancy of the landfill to match the landfill permit.*

6. That a reclamation plan is provided that shows how the site will be reclaimed upon the closing of the landfill. The reclamation plan shall state the proposed method of conservatorship and perpetual maintenance or use. It shall demonstrate that the site, when closed, will pose no threat to public safety; that the finished contours and groundcover will reestablish a compatible appearance with surrounding lands and buildings; and that the method of maintenance or use will cause no future environmental degradation.

   STAFF FINDING:
   - The letter to staff submitted to staff dated 9/10/25 outlines the general steps they proposed to close the site. However, no formal reclamation plan has been provided to staff. Included in the submittal is the NCDEQ closure state statutes for landfills.
   - STAFF COMMENT: *Staff finds that compliance with this requirement has not been sufficiently proven. Staff recommends that an approved closure plan approved by NCDEQ be submitted demonstrating compliance with this section of the ordinance*.

7. An existing LCID landfill shall not be required to be brought into compliance with the provisions of this ordinance provided….

   STAFF FINDING:
   - The Greenway Waste Landfill is a Construction and Demolition Landfill, therefore Article 9.23.7 A-F does not apply to this application.

Article 11.4.10(e)(2) of the Zoning Ordinance also lists requirements for all Special Use Permits. The applicant has the burden of producing competent, material, and substantial evidence establishing that:

i. The proposed special use will not materially endanger the public health or safety;

STAFF FINDINGS:

- Staff finds that the following aspects of the proposed plan to involve the public health and safety of the Town:
    - Constituent exceedances (contamination) of the site, and the effects on the exceedances from the proposed stream changes and additional fill.
    - Effects of the relocated stream.
    - Use of Holbrooks Road as a main access.

- ***Constituent Exceedances***:
    - The applicant has submitted a letter dated 9/22/25 addressing section (i) of the zoning ordinance regarding the constituent exceedances and what actions are being taken by the applicant to address them. The letter is included in the agenda package for review.
    - For the proposed expansion to occur, NCDEQ has stated to staff that the existing contamination of the site would need to be mitigated prior to or as part of Solid Waste Permit issuance. They have stated: "The proposed stream relocation project and landfill expansion will be evaluated from a hydrogeologic and engineering perspective, to ensure that the existing water quality monitoring network is not negatively impacted, and that any necessary corrective action to comply with the law and NC Admin Code can be designed and effectively implemented in a manner that would allow consideration of expanding the landfill".
    - The required solid waste permit for the proposed expansion has not yet been submitted or reviewed by NCDEQ.
    - The applicants have submitted a required "Corrective Action Plan Addendum" update proposal to NCDEQ for review for the existing contamination. This plan includes corrective or mitigation techniques to actively treat and clean the existing contamination of the site and does not include any review of the potential expansion.
        - As mentioned in the 9/22/25 letter, corrective action includes:
        - A Permeable Retention Barrier (PRB) system that involves injecting organic compounds into the soil and groundwater that would naturally help to eliminate certain constituents, and
        - a synthetic base liner placed at the bottom of the new landfill area that will "…capture liquids generated throughout the life of the landfill. This liquid will be directed to a leachate collection system where it can be monitored, treated, and discharged to a permitted Public Operated Treatment Works".
        - There is no evidence submitted however to show the effectiveness of these techniques. Government or scientific studies showing past success rate of

contaminant cleanup would be beneficial to understand the ability of these mitigation techniques at the subject location.

- The letter from 9/22/25 states that based on their hydrogeologic calculations, the groundwater contamination travels at roughly 5 feet per year, therefore with the required fill area setback of 200 feet from a property line, the applicants state that they have sufficient time to mitigate the existing contamination on the site. There is no data submitted showing that these calculations would be applicable to the site. Additionally, the proposed stream is immediately adjacent to the current fill area and contaminant locations, therefore it could affect the newly located stream relatively faster.
- STAFF COMMENT: Staff finds that there is suitable evidence that the applicants are taking measures to address the existing contamination of the site. In addition, NCDEQ has stated to staff that existing contamination needs to be addressed prior to or as part of issuing a Solid Waste Permit to expand (Future Cell 3). Although the effectiveness of the mitigation has not been proven by the submittal, the details of the needed mitigation will likely be identified through future NCDEQ review and permitting.
    - *However, staff finds that the potential impact of the proposed stream relocation on existing site contamination remains unknown.*
    - *Outstanding questions include: 1) with the close location of the new stream to the existing debris and contamination area, and with the change in the area's hydrogeology, will existing groundwater contaminations make their way into the new stream? and 2) does the location of the new stream impact the monitoring of the existing contamination? These questions may be addressed by an NCDEQ Solid Waste Permit review*.

- ***Effects of the relocated stream***

    - The applicants have already received Army Corp of Engineer and NCDEQ Water Resources approval (404/401) to disturb and mitigate both the existing stream channel and wetlands located on site. Please find the approval letters included in the agenda packet.
    - The applicant has submitted a conditional letter of support from the Catawba River Keeper regarding the relocation of the stream. The letter is included in the agenda packet.
    - A flood study has been submitted by the applicant showing the hydrologic and hydraulic effects of the relocation of the stream. Mecklenburg County LUESA is reviewing the study for potential flooding issues.
    - Based on communication from Mecklenburg County, the draft flood study shows up to a 3.6-foot rise of the Community Based Flood Elevation in the effected area of the studied portion of Cane Creek.
        - Due to the rise in the flood elevation, notification of impacted property owners will be required as part of the flood permit process required by Mecklenburg County.

        - Mecklenburg County has commented on the submitted flood study and asked the applicant to revise. The revisions could alter the data and further raise the proposed Community Based Flood Elevation.

    - Mecklenburg County will require a Floodplain Development Permit for the proposed stream relocation. Included in that permit the applicants will need:
        - A Conditional Letter of Map Revision (CLOMR) – Hydrologic modeling for the stream relocation.
        - A Letter of Map Revision (LOMR) – Letter of Map Revision – Official Change of Stream Location and Buffers.
    - STAFF COMMENT: Staff finds that although the stream changes will rise the water level on adjacent properties, there is sufficient evidence that the relocation of the stream will not materially endanger the public's health and safety.
        - Approvals from the Army Corp of Engineers and NCDEQ Water Resources has already been approved.
        - The results of the flood study show that the change/rise in the Community Flood Elevation do not impact any habitable structures.
        - The applicants are still required to obtain a Floodplain Development Permit from Mecklenburg County to further review the effects of the stream relocation and to ensure the safety and health of the public.

- ***Use of Holbrooks Road as a Main Access***

    - Holbrooks Road is maintained by NCDOT.
    - Both NCDOT and the Town of Huntersville have discussed concerns with the maintenance of Holbrooks Road due to the truck traffic generated by the landfill. Please find emails from NCDOT attached from 2009 and 2021.
    - During the past rezoning and special use permit approval for the landfill in 2016, approval was granted for the landfill to continue to use Holbrooks Road with the following conditions:
        - A deadline date of 2034 for the applicants to find alternative access off Holbrooks Road.
        - A commitment to move the access of the landfill off Holbrooks prior to 2034, one year from the time an alternative access becomes available.
        - A donation of $50,000 to the Town of Huntersville and NCDOT for the maintenance of the road.
        - A requirement that every 5 years the status and maintenance of the road is revisited with NCDOT.
    - For the current application, staff has received the following recommendation from NCDOT regarding the maintenance of the road based on its current condition:
        - 1.5" overlay from landfill driveway on Holbrook Rd to Old Statesville Rd
        - Variable millings at curb & gutter sections
        - Keyed tie ins at driveways/street connections
        - Re-stripe of pavement markings
        - Adjust shoulder tie ins to proposed grade
        - On-site tire wash system to eliminate debris entering roadway

- The dirt brought onto the roadway contributes to the high shoulders and in effects causes drainage issues

- STAFF COMMENT: *Staff finds that this component of the health and safety finding has not yet been satisfied. Staff recommends that the applicant coordinate with NCDOT and the Town to establish a maintenance program that will adequately preserve the condition of Holbrooks Road until an alternative access can be utilized.*
  - *In addition, the applicants added the commitment in their updated plan that states "if the alternative access becomes available prior to 2034, the applicant commits to move their access to it within one year of issuance of the NCDEQ permit to operate for the infill 2 expansion". Staff does not recommend this note be approved. Staff recommends the alternative access take place whether the expansion of the landfill is approved or not as soon as possible. However, if capacity of the landfill is reached and the site closes prior to the alternative access becoming available, the access change would no longer be applicable.*

ii. The proposed special use will not substantially injure the value of abutting property, or it constitutes a public necessity;

STAFF FINDINGS:

- The applicants engaged Real Estate Appraisal and Real Estate Consulting Firm of Steward, Martin, and McCoy to evaluate the potential impact on adjacent or abutting property values. The study examined the property value history of residential and commercial properties adjacent to landfills across North Carolina. Please find the report attached in the agenda packet. The Study concluded that the development as proposed will not substantially injure the value of adjacent or abutting properties.
  - Staff reviewed the submitted study and returned comments requesting clarifications regarding the graphical results.
    - Comparing the home prices of properties within 2 miles of various landfills, and 5 miles of the landfills, the graphical data did not seem clear. Depending upon the labeling of the two different categories, a small difference in the home price index was evident, but the trend was very similar.
    - Staff requested clarification of which color on the graph represented a 2-mile distance from the landfill and which represented the 5-mile distance.
    - And, if the 2-mile distance had a lower price index, staff asked what the lower price was contributed to.
    - An updated and substantially changed study was submitted to staff on October 10, 2025 (in the "applicant burden package"). Staff did not have a chance to review the updated study prior to agenda deadline in detail. At first glance review, the study is shorter and some of the data from the previous study is no longer presented.
  - Based on the flood study submitted, the Community Based Flood Elevation will rise on adjacent properties in vicinity of the site.

- STAFF COMMENT: Staff finds that this finding is satisfactorily met. The study submitted, although not completely graphically clear, shows no significant impact in property values based on general proximity to the landfill. Additionally, the submitted flood study shows no buildings impacted by the stream relocation, and further modeling and permitting is required by Mecklenburg County.
    - It may be beneficial, however, for the applicant to meet individually with adjacent property owners to discuss the changes to the base flood elevations on their properties and answer any questions they have.

iii. The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan;

STAFF FINDINGS:

- The proposed expansion to the landfill itself is an "infill" expansion that does not take up additional land outside its current boundaries. Therefore, it is not expanding into new land area outside its current operation.
    - However, clearly labeled land uses for the additional property proposed to be incorporated into the use permit have not been provided. Staff recommends that clear use labels be added to both the rezoning plan and the special use permit plan.
- The landfill and industrial operation is consistent with the Employment Center future character area of the Huntersville 2040 Plan.
- The landfill's use of Holbrooks Road as a main access is not in harmony with the residential nature of Holbrooks Road.
- STAFF COMMENT: *Staff finds that with clarifying notes and commitments to find an alternative access for Holbrooks Road as described above in part "i", this finding is sufficiently met.*

iv. The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located;

STAFF FINDINGS:

- The proposal will comply with all applicable standards except for standards outlined in the pending modification approvals proposed in the Conditional District Rezoning application.
- The conditional rezoning along with all modifications must be approved for the special use permit to be approved.
- STAFF COMMENT: With the approval of the Conditional Rezoning Plan, with all modifications approved, staff recommends this finding will be met.

v. The proposed special use will comply with all general and specific standards required by the appropriate section of this ordinance for the issuance of a special use permit for this use.

STAFF FINDING:

- If a special use permit is approved, a commercial site plan will be required prior to construction or expansion showing conformance to the conditions and commitments of the ordinance and the special use permit plan.
- STAFF COMMENT: With the approval of the Conditional Rezoning Plan, and with all modifications approved, staff recommends this finding will be met.

PART 4: PLANNING STAFF RECOMMENDATION

Staff recommends approval of the Special Use Permit with conditions. The conditions are as follows:

- Additional evidence is submitted at the Special Use Permit hearing showing the following:
    - That the continued use of Holbrooks Road will not have an injurious impact on the public and adjacent development. Staff recommends the applicants commit to NCDOT's recommended maintenance schedule (or other variation agreed to by all parties) and agree to abandon the Holbrooks Road access prior to 2034 within one year of an alternative access becoming available (regardless of the permit from NCDEQ for the expansion).
    - An approved NCDEQ closure plan is submitted showing compliance with phasing and closing requirements of the landfill and with the zoning ordinance standards.
    - The relocated stream will not be negatively impacted by the existing on-site contamination, and will not negatively impact the existing monitoring systems of the site.
    - Updated notes and land use location commitments are included in the permit plan to ensure that the landfill and future land use boundaries remain consistent with the character area recommendations of the Huntersville 2040 Plan.
- A landfill permit shall be obtained from NCDEQ for the expansion that includes effective mitigation of existing contamination.
- To address existing site contamination, a Corrective Action Plan addendum was submitted to NCDEQ for review, which includes the installation of a Permeable Reactive Barrier (PRB) system involving the injection of organic compounds into the soil and groundwater. If approved, all the required mitigation techniques will be implemented as soon as possible with NCDEQ oversight, and will not be conditioned on an expansion permit for the landfill.
- To keep additional contamination from the surface and groundwater system, a synthetic base liner will be proposed at the bottom of the new landfill area that will "…capture liquids generated throughout the life of the landfill. This liquid will be directed to a leachate collection system where it can be monitored, treated, and discharged to a permitted Public Operated Treatment Works".
- A Mecklenburg County Flood Permit is issued for the relocation of the stream, showing no impact to structures. The applicant will reach out individually to affected property owners to discuss the changes to the Community Base Elevations on their properties.
- The applicants continue their weekly cleaning of Holbrooks Road to remove dirt and debris. Upon transitioning access to the southern driveway and Commerce Station Drive, they commit to the same weekly cleaning schedule for those access points in accordance with ordinance requirements.

- An updated franchise agreement shall be obtained for the landfill by the Town of Huntersville.
- All commitments listed in the letters to staff, the special use permit plan, and the special use permit application become conditions to the approval.
- The Conditional Rezoning Plan for the landfill expansion must be approved with all modifications to ordinance standards approved.

PART 5: EVIDENTIARY HEARING/FINAL ACTION

The Special Use Permit Evidentiary Hearing will be held on October 21, 2025.

PART 6: ATTACHEMENTS

A: Application
B: Special Use Permit Set Updated 10/10/25 (Site Plans)
C: Applicant Burden of Proof Package
E: Applicant Letter to staff dated 9/10/25
F: Applicant SUP Cover Letter
G: Applicant Environmental Findings Letter dated 9/22/25
H: Army Corp 401 Permit
I: Army Corp 404 Permit
J: Catawba River Keeper Recommendation Letter
K: Flood Study Submittal
L: Flood Study Graphics and Data
M: Regenesis Statement of Qualifications
N: Historical NCDOT Comments on Condition of Holbrooks Road
O: NCDOT Recommendation for Holbrooks Road Maintenance
P: Applicant Coring Exploration Report of Holbrooks Road

PART 7: TOWN BOARD DECISION STATEMENTS

<u>In Favor of the Special Use Permit</u>

In considering the Special Use Permit SUP25-01, Greenway Waste Landfill Expansion, we, the Town Board, find that the request meets all required conditions and specifications, is reasonable and does not pose an injurious effect on adjoining properties, and finds that the character of the neighborhood or the health, safety and general welfare of the community will be minimized. This decision is supported by the following findings:

1)
2)
Add additional statements as necessary.

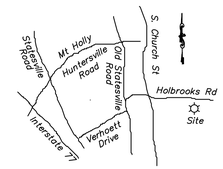
<u>Against the Special Use Permit</u>

In considering the Special Use Permit SUP25-01, Greenway Waste Landfill Expansion, we, the Town Board, find that the request does not meet the required conditions and specifications.
(List which conditions are not being met)

1)
2)
Add additional statements as necessary.

In addition, the use poses an injurious effect on adjoining properties and the Town Board finds that the request is not character of the neighborhood and there will be negative effects on the health, safety and general welfare of the surrounding community based on the following findings:
1)
2)
Add additional statements as necessary

SPECIAL USE PERMIT
FOR
GREENWAY WASTE SOLUTIONS OF NORTH MECK. LLC



Vicinity Map Not to Scale

LIST OF DRAWINGS:

SP001	COVER SHEET
SP002	GENERAL NOTES
SP100	SITE PLAN
SP101	GRADING PLAN
SP102	TREE PRESERVATION PLAN
SP102.1	TREE PRESERVATION PLAN ENLARGEMENT
SP103	SURFACE WATER IMPROVEMENT & MANAGEMENT (SWIM) BUFFERS
SP104	UNDISTURBED AND VEGETATIVE BUFFERS
SP105	DRAINAGE AREA MAP

EPM REFERENCE NUMBER:
CSP-500080 SPECIAL USE PERMIT

OCTOBER 2025

APPROVAL OF THIS CONCEPT PLAN DOES NOT IMPLY OR GUARANTEE APPROVAL OF THE FINAL CONSTRUCTION PLAN. FINAL CONSTRUCTION PLAN WILL BE REVIEWED FOR COMPLIANCE PER ALL TOWN, COUNTY, AND STATE REGULATIONS IN EFFECT AT TIME OF SUBMITTAL.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWN'S COMMENTS
2	08/18/25	2ND RESPONSE TO TOWN'S COMMENTS
3	10/10/25	2ND RESPONSE TO TOWN'S COMMENTS

CEC Surveying and Landscape Architects of NC, PLLC
3701 Arco Corporate Drive
Suite 400
Charlotte, NC 28273
Ph: 980.237.0373
www.cecinc.com

GREENWAY WASTE SOLUTIONS
AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

SPECIAL USE PERMIT
COVER SHEET

DATE:	OCTOBER 2025
DRAWN BY:	BML
DWG SCALE:	N.T.S.
CHECKED BY:	TMG
PROJECT NO:	324-055
APPROVED BY:	TMG

DRAWING NO.:
SP001
SHEET 1 OF 9

P:\320-055\324-055\-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Special Use Permit.dwg[RZCOVING COVER SHEET] LS(10/10/2025 - blake) - LP, 10/10/2025 2:55 PM

NOTES (FROM PREVIOUS APPROVED SPECIAL USE PERMIT #365598)

1. BUILDING, STORMWATER MANAGEMENT, PARKING AND PAVEMENT SIZES AND LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE IN NATURE AND MAY BE ADJUSTED DURING PERMITTING, FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION.
2. THE 80' VEGETATED BUFFER WILL REQUIRE TREE AND SHRUB PLANTING IN ACCORDANCE WITH TOWN ORDINANCE SECTION 7.5.3.
3. PROPERTY ADDRESS IS 15300 HOLBROOKS ROAD, HUNTERSVILLE, NC 28078.
4. EXISTING HOUSE ADJACENT TO HOLBROOKS ROAD TO BE REMIXED.
5. LIGHTING PLAN SHALL BE IN ACCORDANCE WITH ARTICLE 8.26.
6. REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 9.23.4 e). FOR 6' NON-CLIMBABLE FENCE. VEHICULAR ACCESS TO THE FACILITY IS LIMITED TO HOLBROOKS ROAD. FENCING AND GATE WILL BE PROVIDED ALONG HOLBROOKS ROAD, HEAVY VEGETATION PREVENTS ACCESS TO THE REMAINDER OF THE SITE. THE NEAREST PUBLIC RIGHT-OF-WAYS INCLUDE STATESVILLE ROAD (WEST ±¾ MILE), TRAILS END LANE (SOUTH ±¾ MILE) AND WILDLIFE LANE (EAST ±¼ MILE). GREENWAY WASTE SOLUTIONS AGREES TO BEGIN INSTALLATION OF FENCE WITHIN 90 DAYS OF ANY DEVELOPMENT ON THE PARCELS ADJACENT TO GREENWAY WASTE SOLUTIONS. GREENWAY WASTE SOLUTIONS AGREES TO BEGIN INSTALLATION OF FENCE WITHIN 90 DAYS OF CONSTRUCTION OF FUTURE BIKEWAY/GREENWAY/CAROLINA THREAD TRAIL PASSING THROUGH GREENWAY WASTE SOLUTIONS PROPERTY.
7. NO ROOF TOP UTILITIES PLANNED.
8. AREAS NOT SHOWN TO BE PLANTED OR WHERE RELIEF FROM PLANTING REQUIREMENTS IS NOT REQUESTED CONTAIN EXISTING VEGETATION TO PROVIDE SCREENING.
9. PROVIDE ESCROW AND/OR BONDING FOR STREET TREES AND SIDEWALKS.
10. PROVIDE RIGHT OF WAY FOR FUTURE VERHOFF/ASBURY CHAPEL EXTENSION CONNECTOR ON ANY GRIFFIN OWNED LAND ONCE FINAL LOCATION IS DETERMINED.
11. HOLBROOKS ROAD WILL BE ABANDONED AS PRIMARY ACCESS BY 2034.
12. HOURS OF OPERATION: M-F 7AM TO 6PM
    SAT 7AM TO 12PM
13. GREENWAY WASTE SOLUTIONS WILL PAY FOR HOLBROOKS ROAD IMPROVEMENTS AS DESCRIBED BELOW:
    A. THE $25,000 THAT WAS AGREED UPON IN 2008 NEEDS TO BE PAID ON OR BEFORE DECEMBER 31, 2016 AND IS TO BE USED FOR STREET IMPROVEMENTS OR MAINTENANCE.
    B. THE BORE TESTING FOR HOLBROOKS ROAD WILL BE TAKEN WITHIN NINETY (90) DAYS OF APPROVAL OF THE SUP AND PROVIDED TO NCDOT AS REQUESTED.
    C. THE APPLICANT WILL ALSO CONTRIBUTE TO THE ESCROW ACCOUNT AN ADDITIONAL $25,000 PRIOR TO 2025 FOR EITHER MAINTENANCE OR IMPROVEMENTS TO HOLBROOKS ROAD.
14. GREENWAY WASTE SOLUTIONS IS IN THE PROCESS TO ACQUIRE APPROXIMATELY 1 ACRE (THE LAND TO THE WEST OF CANE CREEK ON PARCEL 01918162) ON THE SOUTHEASTERN PORTION OF THE LANDFILL PROPERTY FROM CO-APPLICANT, BILL HAMMILL, TO INCREASE FACILITY BUFFER. THIS LAND WILL NEVER BE USED FOR LANDFILL AIR SPACE AND SHALL REMAIN UNDISTURBED.

APPROVED MOTIONS/CONDITIONS (FROM PREVIOUSLY APPROVED SPECIAL USE PERMIT #365598)

COMMISSIONER BOONE MADE A MOTION IN CONSIDERING THE SPECIAL USE PERMIT #SUP16-01, GREENWAY WASTE LANDFILL, WE, THE TOWN BOARD, FIND THAT THE REQUEST MEETS ALL REQUIRED CONDITIONS AND SPECIFICATIONS, IS REASONABLE AND DOES NOT POSE AN INJURIOUS EFFECT ON ADJOINING PROPERTIES, AND FINDS THAT THE CHARACTER OF THE NEIGHBORHOOD OR HEALTH, SAFETY AND GENERAL WELFARE OF THE COMMUNITY WILL BE MINIMIZED SUBJECT TO CERTAIN CONDITIONS. THIS DECISION IS SUPPORTED BY THE FOLLOWING FINDINGS:

1. THE SITE WILL OPERATE IN COMPLIANCE WITH ALL NCDEQ REQUIREMENTS.
2. THE APPLICANT WILL COOPERATE WITH NCDEQ IN ADDRESSING ITS CONTAMINATED GROUND WATERS.
3. THE $25,000 THAT WAS AGREED UPON IN 2008 NEEDS TO BE PAID ON OR BEFORE DECEMBER 31, 2016 AND IS TO BE USED FOR STREET IMPROVEMENTS OR MAINTENANCE.
4. THE PROPOSED USE WILL NOT BE IN CONFLICT WITH THE OBJECTIVES OF THE LONG AND SHORT RANGE ADOPTED AREA PLANS.
5. THE COMPREHENSIVE SITE PLAN ADDRESSES NECESSARY ENVIRONMENTAL AND DEVELOPMENT STANDARDS.
6. THE CONDITION OF HOLBROOKS ROAD WILL BE ASSESSED BY THE APPLICANT AND THE TOWN AS WELL AS WITH THE PARTICIPATION OF NCDOT IF AVAILABLE ON A FIVE (5) YEAR BASIS.
7. IF A COMMERCIAL ROAD OR THOROUGHFARE BECOMES AVAILABLE UP TO AND ADJACENT TO THE APPLICANT'S PROPERTY LINE PRIOR TO THE 2034 HOLBROOKS ABANDONMENT REQUIREMENT, THE APPLICANT WILL MOVE THE MAIN ACCESS TO THE NEW COMMERCIAL STREET WITHIN ONE YEAR OF THE ACCESS BECOMING AVAILABLE.
8. THE BORE TEST FOR HOLBROOKS ROAD WILL BE TAKEN WITHIN NINETY (90) DAYS OF APPROVAL OF THE SUP AND PROVIDED TO NCDOT AS REQUESTED.
9. THE APPLICANT WILL MAINTAIN AN INTERNAL 100' DRIVEWAY FROM THE PUBLIC STREET IN GOOD CONDITION.
10. THE APPLICANT WILL ALSO CONTRIBUTE TO THE ESCROW ACCOUNT AN ADDITIONAL $25,000 PRIOR TO 2025 FOR EITHER MAINTENANCE OR IMPROVEMENTS TO HOLBROOKS ROAD.
11. ALL RIGHT-OF-WAYS WHICH SERVE THE SITE MUST BE WIDE ENOUGH TO ACCOMMODATE TWO WAY TRAFFIC FOR A DISTANCE OF AT LEAST 100' FROM A PUBLIC STREET SO THAT TRAFFIC WAITING TO ENTER THE SITE WILL NOT BE BACKED UP ONTO ANY PUBLIC RIGHT-OF-WAY.
12. THE LANDFILL OPERATOR WILL COMMIT TO ROUTINELY WASHING HOLBROOKS ROAD WITH A SPECIALIZED TRUCK DESIGNED TO REMOVE DIRT AND MUD WHEN REQUIRED.
13. THAT THE USE OF THE SITE SHALL BE LIMITED TO THE HOURS OF 7 A.M. TO 6 P.M. MONDAY THROUGH SATURDAY.
14. THAT A TIME TABLE BE SUBMITTED INDICATING THE DEVELOPMENT PHASES AND LIFE EXPECTANCY OF THE LANDFILL.
15. THAT A CLOSURE PLAN (RECLAMATION PLAN) IS PROVIDED IN ACCORDANCE WITH APPLICABLE STATE REGULATIONS AND THE APPLICANT COMMITS TO MAKE UPDATES TO THE PLAN AS CIRCUMSTANCES DICTATE.
16. THE APPLICANT WILL MEET ALL APPROPRIATE STATE OPERATING AND REPORTING REQUIREMENTS PERTAINING TO C&D RECYCLING.
17. DUE TO THE CONTAMINATION IN THE LANDFILL AND SURROUNDING AREAS THE APPLICANT WILL PROVIDE UPDATES TO THE TOWN WITH COMPLIANCE OF THE SUP CONDITIONS 10 YEARS FOLLOWING THE APPROVAL OF THE SUP AND EVERY 5 YEARS THEREAFTER UPON THE CLOSURE OF THE LANDFILL.
18. THAT ALL PROVISIONS AND FINDINGS OF ARTICLE 9.23 BE COMPLIED WITH AS IDENTIFIED BY STAFF.

SITE DATA TABLE	
TOTAL AREA (ACRES, SQUARE FEET)	220.9 AC 9,622,404 FT²
PROPOSED DISTURBED AREA (ACRES, SQUARE FEET)	125.2 AC 5,453,826 FT²
RIVER BASIN	YANDKIN-PEEDEE RIVER BASIN
STREAM CLASSIFICATION	CLASS C
PRINCIPAL USES(S) (Z.O. ARTICLE 3)	C&D LANDFILL AND RECYCLING CENTER
BUILDING TYPE (Z.O. ARTICLE 3, 4 AND 8.10)	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
ZONING DISTRICT (Z.O. ARTICLE 3)	CONDITIONAL ZONING SPECIAL PURPOSE (SP (CD)) DISTRICT
OVERLAY DISTRICT, IF APPLICABLE (ARTICLE 3 Z.O.)	N/A
PERCENTAGE OF IMPERVIOUS ALLOWED (ARTICLE 3 Z.O.)	N/A
BUILT UPON AREA (BUA)	PROPOSED BUA: 0.90 AC AREA OF LINER: 20.22 AC VESTED BUA: 4.1 AC TOTAL PARCEL SIZE: 120.8 AC
PERCENTAGE OF IMPERVIOUS SHOWN	0.75%
LOT COUNT	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
TOTAL NUMBER OF DWELLINGS (DETACHED/ATTACHED)	NO DWELLINGS PROPOSED AS PART OF THIS REZONING PLAN
MIXED-USE/# OF LIVE/WORK UNITS	NO MIXED-USE/# OF LIVE/WORK UNITS PROPOSED AS PART OF THIS REZONING PLAN
TOTAL AREA OF RESIDENTIAL	NO RESIDENTIAL AREA PROPOSED AS PART OF THIS REZONING PLAN
TOTAL AREA OF NON-RESIDENTIAL (SQUARE FEET)	220.9 AC 9,622,404 FT²
LOT SIZE RANGE	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
NUMBER OF LOTS WITHIN EACH RANGE	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
LOT WIDTHS RANGE (Z.O. ARTICLE 3)	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
NUMBER OF LOTS WITHIN EACH WIDTH	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
SETBACKS AND BUILD-TO-LINES (Z.O. ARTICLE 3, 4 & 8)	
FRONT BTL RANGE OR SETBACK	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
CORNER SETBACKS	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
REAR SETBACKS	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
RIGHT SIDE SETBACKS	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
LEFT SIDE SETBACKS	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
WATERSHED INFORMATION (Z.O. ARTICLE 3 AND S.O. SECTION 7.290)	
IS THE PROPERTY IN A REGULATED WATERSHED DISTRICT?	NO
WATERSHED DISTRICT	N/A
LOW DENSITY/HIGH DENSITY	LOW DENSITY
PERCENTAGE OF ALLOWABLE IMPERVIOUS AREA	N/A
PERCENTAGE OF IMPERVIOUS AREA SHOW ON PLANS	0.75%
AMOUNT OF LOT AREA SET ASIDE FOR FUTURE IMPERVIOUS BY HOMEOWNERS	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
LIST ALL MODIFICATIONS FROM THE APPROVED SKETCH PLAN AND ANY CONDITIONS OF THE REZONING PLAN, IF THE PROPERTY IS SUBJECT TO A CONDITIONAL REZONING PLAN.	1. ADDITIONAL SWIM BUFFER AREA PROPOSED ABOVE THE REQUIREMENT PER SECTION 8.25.5 IN THE TOWN OF HUNTERSVILLE ZONING ORDINANCE. 2. ALTERNATIVE MITIGATION PROPOSED WILL PROVIDE ADDITIONAL STREAM CHANNEL LENGTHS EXCEEDING THE IMPACTED STREAM CHANNEL LENGTH PER SECTION 8.25.11.b(9) IN THE TOWN OF HUNTERSVILLE ZONING ORDINANCE. THE PROPOSED LINEAR FOOTAGE OF STREAM BUFFER TO BE REMOVED IS 1,445'. THE PROPOSED LINEAR FOOTAGE OF STREAM BUFFER TO BE CONSTRUCTED IS 3,950'. 3. EXISTING WASTE FROM THE CLOSED C&D LANDFILL WILL BE RELOCATED DURING THE CONSTRUCTION OF THE SOUTH STREAM. EXISTING WASTE WILL BE RELOCATED TO THE CURRENT LANDFILL DISPOSAL AREA. IT IS OUR UNDERSTANDING THAT THE WASTE IN THIS LOCATION OF THE CLOSED LANDFILL IS LAND CLEARING AND INERT DEBRIS AS DEFINED BY NCDEQ SECTION 15A NCAC 13B .0563 AND THEREFORE WILL NOT POSE AN ENVIRONMENTAL THREAT WHEN DISTURBED. 4. SEE ORDINANCE MODIFICATION TABLE ON THIS SHEET FOR A COMPREHENSIVE LIST OF ALL EXISTING AND PROPOSED ORDINANCES AT THIS SITE.

COMMITMENTS & CONDITIONS

1. GREENWAY WASTE SOLUTIONS, LLC HAS AGREED TO CONSTRUCT A 10-FT WIDE GREENWAY ALONG HOLBROOKS ROAD AS SHOWN ON SITE PLAN SHEET (SP100). THE GREENWAY WILL CONTINUE FROM THE END OF THE EXISTING CONCRETE SIDEWALK AND WILL CONTINUE WEST ALONG HOLBROOKS ROAD UNTIL IT REACHES THE END OF THE PROPOSED REZONING BOUNDARY. THE GREENWAY WILL BE CONSTRUCTED AFTER NCDEQ ISSUES THE PERMIT TO OPERATE (PTO) FOR THE INFILL 2 EXPANSION.
2. GREENWAY WASTE SOLUTIONS, LLC HAS COMMITTED TO EXPAND THE EXISTING 5-FT GREENWAY SIDEWALK TRAIL ALONG THE EXISTING LANDFILL FRONTAGE ALONG HOLBROOKS ROAD TO 10-FT WIDE.
3. THE CONNECTION TO COMMERCE STATION ROAD WILL BE MADE AT THE LATEST IN THE YEAR 2034. THE ANTICIPATED CONSTRUCTION OF THE ROAD TO CONNECT TO COMMERCE STATION IS IN FALL 2026. THEREFORE, ALL LANDFILL TRUCK TRAFFIC WILL BE OFF HOLBROOKS ROAD BY THE YEAR 2034. IF THE ALTERNATIVE ACCESS BECOME AVAILABLE PRIOR TO 2034, THE APPLICANT COMMITS TO MOVE THEIR ACCESS TO IT WITHIN ONE YEAR OF ISSUANCE OF THE NCDEQ PERMIT TO OPERATE FOR THE INFILL 2 EXPANSION.
4. GREENWAY WILL PERFORM, AT A MINIMUM, WEEKLY CLEANING ALONG COMMERCE STATION ROAD PER UDO SECTION 9.23.3.
5. THE APPLICANTS COMMIT TO RESERVE A MINIMUM OF 68 FEET OF ROW THROUGH THE SUBJECT PROPERTY FOR A FUTURE NORTH/SOUTH INDUSTRIAL STREET CONNECTOR. THE CROSS SECTION OF THE CONNECTOR SHALL INCLUDE A 10-FOOT MULTI-USE PATH ON AT LEAST ONE SIDE AND WILL BE LOCATED ON THE WESTERN PORTION OF THE SUBJECT PROPERTY. THE EXACT LOCATION OF THE RESERVATION WILL BE DETERMINED BY THE TOWN OF HUNTERSVILLE STAFF AND RECORDED BY THE APPLICANTS PRIOR TO ANY NEW DEVELOPMENT OR PLATTING OF THE SUBJECT PARCELS.
6. PREVIOUSLY APPROVED PLANTING PLAN AROUND THE MRF WILL BE RESTORED TO APPROVED CONDITIONS.
7. GREENWAY WASTE SOLUTIONS WILL PROVIDE UP TO 20,000 CY OF ROCK MATERIAL FOR THE MECKLENBURG COUNTY CANE CREEK RESTORATION PROJECT.
8. THE EXISTING TOP OF THE LANDFILL EXPANSION AREA ELEVATION IS 842-FT. ADDITIONALLY, THE EXISTING CLOSED PHASE 1 C&D LANDFILL ELEVATION IS 826-FT. THE PROPOSED INFILL 2 EXPANSION PEAK ELEVATION IS 865-FT.
9. EXISTING WASTE FROM THE CLOSED C&D LANDFILL WILL BE RELOCATED DURING THE CONSTRUCTION OF THE SOUTH STREAM. EXISTING WASTE WILL BE RELOCATED TO THE CURRENT LANDFILL DISPOSAL AREA. IT IS OUR UNDERSTANDING THAT THE WASTE IN THIS LOCATION OF THE CLOSED LANDFILL IS LAND CLEARING AND INERT DEBRIS, AS DEFINED BY NCDEQ SECTION 15A NCAC 13B .0563, AND THEREFORE WILL NOT POSE AN ENVIRONMENTAL THREAT WHEN DISTURBED.
10. THE EXISTING SITE ACCESS ROAD WILL NOT BE ALTERED AFTER THE FUTURE ACCESS ENTRANCE IS CONSTRUCTED. THE EXISTING SCALEHOUSE WILL BE RELOCATED TO THE NEW PROPOSED SITE ENTRANCE. THE EXISTING GATE AND SIGNAGE WILL BE USED TO RESTRICT ACCESS TO THE SITE ON HOLBROOKS ROAD. THE EXISTING ENTRANCE WILL BE LEFT AS IS TO ACCOMMODATE THE RARE MRF EQUIPMENT DELIVERY OR CELL TOWER MAINTENANCE ACTIVITY.

PROJECT TIMELINE

A PHASE-BY-PHASE APPROACH WILL BE IMPLEMENTED FOR THIS PROJECT CONSTRUCTION. A DETAILED PHASE-BY-PHASE APPROACH WILL BE PROVIDED IN THE EROSION CONTROL PLAN, BUT HAS BEEN SUMMARIZED FOR THE PURPOSES OF THIS SUBMITTAL.

PHASE 1
1. OBTAIN GRADING/EROSION CONTROL PLAN APPROVAL FROM TOWN OF HUNTERSVILLE.
2. SETUP ON-SITE PRECONSTRUCTION CONFERENCE WITH THE FOLLOWING DEPARTMENTS: TOWN OF HUNTERSVILLE EROSION CONTROL INSPECTOR, LAND DEVELOPMENT INSPECTOR, AND ZONING INSPECTOR. FAILURE TO SCHEDULE SUCH CONFERENCE 48 HOURS PRIOR TO ANY LAND DISTURBING ACTIVITY IS SUBJECT TO FINE.
3. INSTALL CONSTRUCTION ENTRANCES AND ROCK INLET PROTECTION. INSTALL SILT FENCE AND CHECK DAMS. CLEAR TREES WHERE NEEDED.
4. FLAG LIMITS OF DISTURBANCE & INSTALL TREE PROTECTION FENCING AROUND LIMIT OF DISTURBANCE AND TREE PRESERVATION AREAS.
5. INSTALL SEDIMENT BASINS AND DIVERSIONS DITCHES.
6. SCHEDULE AN ON-SITE INSPECTION AND OBTAIN APPROVAL FROM INSPECTOR UPON PERMIT ISSUANCE, BEGIN CLEARING AND GRUBBING OPERATIONS.
7. CONTINUE TO MAINTAIN ALL EROSION CONTROL DEVICES AND MEASURES DILIGENTLY.
8. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE N.C. EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, U.S. DEPT. OF AGRICULTURE, MECKLENBURG COUNTY EROSION CONTROL ORDINANCE, TOWN OF HUNTERSVILLE EROSION CONTROL STANDARDS, AND THE CHARLOTTE-MECKLENBURG LAND DEVELOPMENT STANDARDS.
9. ESTABLISH THE STOCKPILE AREA WITH ITS SILT FENCE, PERIMETER CHANNELS AND BASINS.
10. DRILL AND BLAST FOR THE SOUTH CUT.
11. ESTABLISH VEGETATIVE STABILIZATION ON CUT SLOPES AND FILL SLOPES.

PHASE 2
1. CONSTRUCT THE HAUL ROAD. EXTEND THE EXISTING CULVERT UNDER THE SOUTH END OF ROAD. INSTALL CULVERT UNDER THE NORTH END OF ROAD.
2. EXCAVATE THE SOUTHERN PORTION OF THE SOUTH CUT AND HAUL SOIL AND ROCK TO STOCKPILE AREA.
3. ESTABLISH VEGETATIVE STABILIZATION ON CUT SLOPES.
4. DRILL AND BLAST THE NORTH CUT.

PHASE 3
1. EXCAVATE THE NORTHERN PORTION OF THE SOUTH CUT AND HAUL SOIL AND ROCK TO STOCKPILE AREA.
2. USE BLASTED ROCK TO LINE THE SOIL PORTIONS OF THE FLOOR OF THE SOUTH CUT.
3. EXCAVATE THE SOUTHERN PORTION OF THE NORTH CUT AND HAUL SOIL AND ROCK TO STOCKPILE AREA.
4. ESTABLISH VEGETATIVE STABILIZATION ON CUT SLOPES.

PHASE 4
1. EXCAVATE THE NORTHERN PORTION OF THE NORTH CUT AND HAUL SOIL AND ROCK TO STOCKPILE AREA.
2. USE BLASTED ROCK TO LINE THE SOIL PORTIONS OF THE FLOOR OF THE NORTH CUT.

PHASE 5
1. ESTABLISH VEGETATIVE STABILIZATION ON FILL SLOPES.
2. COORDINATE WITH EROSION CONTROL INSPECTOR PRIOR TO REMOVAL OF EROSION CONTROL MEASURES.
3. DECOMMISSION THE EXISTING CULVERT UNDER THE LANDFILL.
4. AT TIE-IN AREAS, ESTABLISH RIPARIAN PLANTINGS PER THE PLANTING PLAN.

AFTER THE STREAM CUTS HAVE BEEN CONSTRUCTED, THE PROJECT FOCUS WILL SHIFT TO THE INFILL 2 EXPANSION CONSTRUCTION. THIS PART OF THE PROJECT WILL INCLUDE, CLEARING AND GRUBBING, GRADING, STORMWATER MANAGEMENT, AND INSTALLING THE GEOSYNTHETIC LINER.

LANDFILL OPERATIONS EXISTING VS PROPOSED COMPARISON	
PERMITTED LANDFILL REQUIREMENTS (NO INFILL 2 EXPANSION)	PROPOSED LANDFILL INFILL 2 EXPANSION
THE FOLLOWING INFORMATION BELOW HIGHLIGHTS THE REQUIRED NCDEQ CLOSURE CONDITIONS AT THE NORTH MECK LANDFILL IF THE INFILL 2 EXPANSION IS NOT CONSTRUCTED	THE FOLLOWING INFORMATION BELOW HIGHLIGHTS THE PROPOSED ABOVE AND BEYOND NCDEQ CLOSURE CONDITIONS AT THE NORTH MECK LANDFILL IF THE INFILL 2 EXPANSION IS CONSTRUCTED
1. INSTALL A 18-INCH CAP SYSTEM WITH A PERMEABILITY NO GREATER THAN 1.0 X 10^-5 CM/SEC. 2. INSTALL A 18-IN EROSION LAYER TO PROMOTE NATIVE PLANT GROWTH 3. INSTALLATION OF ADDITIONAL GAS COLLECTION OR VENTING SYSTEM 4. MAINTAINING THE CAP SYSTEM, MONITORING SURFACE WATER AND GROUNDWATER, AND MAINTAINING THE GAS MONITORING SYSTEM FOR A 30 YEAR PERIOD	1. DURING CONSTRUCTION, INSTALL A SUBTITLE D COMPOSITE GEOSYNTHETIC LINER 2. DURING CONSTRUCTION, INSTALL A ENGINEERED UNDERDRAIN AT THE BASE OF THE INFILL 2 EXPANSION 3. INSTALL 18-INCH CAP SYSTEM WITH A PERMEABILITY NO GREATER THAN 1.0 X 10^-5 CM/SEC. 4. INSTALL A 18-IN EROSION LAYER TO PROMOTE NATIVE PLANT GROWTH 5. INSTALL GEOSYNTHETIC LINER CAP ON SLOPES LESS THAN 3:1 6. INSTALLATION OF ADDITIONAL GAS COLLECTION OR VENTING SYSTEM 7. ENHANCES MONITORING WELL NETWORK ON-SITE 8. MAINTAINING THE CAP SYSTEM, MONITORING SURFACE WATER, MONITORING, TESTING, AND TREATING GROUNDWATER (SEE REGENESIS CORRECTIVE ACTION PLAN), AND MAINTAINING THE GAS MONITORING SYSTEM FOR A 30 YEAR PERIOD

MITIGATION NOTES

1. ABANDONMENT OF THE EXISTING PIPES UNDERNEATH INFILL 1: MINIMIZES FUTURE IMPACTS TO PUBLIC HEALTH AND THE ENVIRONMENT AND PROVIDES REDUNDANCY FOR THE EXISTING STREAM THAT FLOWS THROUGH THE LANDFILL (SEE DRAWING SP100 & SP101).
2. SWIM BUFFER/ECOLOGICAL IMPROVEMENTS: PROJECT INCLUDES INCREASING THE LENGTH OF STREAM AND ASSOCIATED SWIM BUFFER AREAS (FROM APPROXIMATELY 1,445 FEET OF EXISTING SWIM BUFFER LENGTH TO APPROXIMATELY 3,950 FEET OF SWIM BUFFER LENGTH POST-CONSTRUCTION) ALONG THE STREAM RELOCATION PROJECT AND REPLACING EXISTING LOW QUALITY STREAM BETWEEN TWO LANDFILLS WITH AN ENGINEERED REALIGNED STREAM WITH ECOLOGICAL UPLIFT. MECKLENBURG COUNTY STORMWATER HAS BEEN CONSULTED ON THE PROPOSED STREAM DESIGN AND BASED ON THEIR FEEDBACK, RIFFLE POOLS, ROCK DROPS, AND OTHER DESIGNED ECOLOGICAL FEATURES HAVE BEEN ADDED TO THE PROJECT (SEE DRAWING SP104).
3. LOCAL STAKEHOLDERS SUPPORT: USACE (404 APPROVAL), CATAWBA RIVERKEEPERS (LETTER OF SUPPORT), NCDEQ WATER QUALITY DIVISION (401 APPROVAL) AND MECKLENBURG COUNTY STORMWATER (EMAIL FROM WATER QUALITY DIRECTOR IN SUPPORT OF SWIM BUFFER ENHANCEMENT AND STREAM RELOCATION ENHANCEMENTS) HAVE EXPRESSED SUPPORT FOR THIS PLAN BASED ON IMPROVEMENTS TO ECOLOGICAL/AQUATIC HABITAT AND HYDROLOGIC SYSTEMS.

PROPOSED USES

- CONSTRUCTION AND DEMOLITION LANDFILL
- RECYCLING CENTER
- COMMERCIAL COMMUNICATION TOWER

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWNS COMMENTS
2	08/15/25	2ND RESPONSE TO TOWNS COMMENTS
3	10/10/25	2ND RESPONSE TO TOWNS COMMENTS

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3701 Arco Corporate Drive
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GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

SPECIAL USE PERMIT
GENERAL NOTES

DATE:	OCTOBER 2025	DRAWN BY:	BML
DWG SCALE:	N.T.S.	CHECKED BY:	TMG
PROJECT NO:		324-055	
APPROVED BY:			TMG

DRAWING NO.: **SP002**

SHEET 2 OF 9

P:\320-055\324-055\1-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Special Use Permit.dwg\REZONING GENERAL NOTES | 15/10/2025 - 1:55:55 PM | LP

NORTH

PARCEL 01910118
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR

PARCEL 01910117
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR AND SP(CD)

PARCEL 01910115
GREENWAY WASTE SOLUTIONS, LLC
DEED BOOK 30832 PAGE 937
ZONING: TR

PARCEL 01910110
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR

VERMILLION SUBDIVISION

TO REMAIN NR/TR ALONG HOLBROOKS ROAD

APPROXIMATE FUTURE RESIDENTIAL DEVELOPMENT BOUNDARY

10-FT WIDE SIDEWALK TO BE CONSTRUCTED AFTER RECEIPT OF PERMIT TO CONSTRUCT (PTC)

PARCEL 01910114
GREENWAY WASTE SOLUTIONS, LLC
DEED BOOK 30832 PAGE 937
ZONING: NR

PARCEL 01910111
GREENWAY RECYCLING AT NORTH MECK, LLC
DEED BOOK 37057 PAGE 769
ZONING: SP-CD

PARCEL 01910112
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: NR

PARCEL 01910119
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: NR

PARCEL 01910113
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR AND SP(CD)

PARCEL 01910109
GREENWAY RECYCLING AT NORTH MECK, LLC
DEED BOOK 37057 PAGE 769
ZONING: SP-CD

DAVID B. WAYMER AEROMODELLER PARK

EXISTING LANDFILL ENTRANCE WILL REMAIN OPEN FOR CELL TOWER ACCESS AND 311 PURPOSES.

ACCESS WILL BE RESTRICTED BY EXISTING LANDFILL GATE AND SIGNAGE.

LANDFILL TRAFFIC WILL UTILIZE NEW SCALEHOUSE ENTRANCE UPON ISSUANCE OF INFILL II EXPANSION PERMIT TO OPERATE BY NCDEQ.

EXISTING SCALE HOUSE ENTRY ROAD, AND PARKING

HOLBROOKS ROAD

PARCEL 01937103
MECKLENBURG COUNTY
DEED BOOK 32122 PAGE 978

EXISTING 70' COLONIAL PIPELINE GAS LINE EASEMENT

PARCEL 01919106
MECKLENBURG COUNTY
DEED BOOK 7969 PAGE 636

EXISTING MATERIALS RECYCLING FACILITY

EXISTING ZONING BOUNDARY

EXISTING ON-SITE ROAD

PARCEL 01919105
MECKLENBURG COUNTY
DEED BOOK 12802 PAGE 807

PROPOSED ZONING BOUNDARY

POST-CONSTRUCTION BUFFER TO BE REVEGETATED

PARCEL 01910105
C&D MANAGEMENT COMPANY LLC
DEED BOOK 25629 PAGE 675
ZONING: NR

PROPOSED STREAM GRADING STOCKPILE AREA

EXISTING CELL TOWER (BY OTHERS)

TEMPORARY ACCESS TO CELL TOWER SITE, WILL BE REMOVED FOR STREAM CONSTRUCTION.

PROPOSED ROCK EXCAVATION - TOP OF BANK

PARCEL 01910116
GREENWAY WASTE SOLUTIONS LLC
DEED BOOK 32613 PAGE 311
ZONING: NR

EXPANSION AREA 2 PHASE 1, 2 AND 3 ACTIVE C&D LANDFILL CELLS

GREENWAY WASTE SOLUTIONS OWNED PROPERTY ACREAGE: 264.6 AC
SPECIAL USE PERMIT ACREAGE: 220.8 AC
CURRENT ZONING: SP-CD
CURRENT USE: C&D LANDFILL AND RECYCLING CENTER
PROPOSED ZONING: SP-CD
PROPOSED USE: C&D LANDFILL AND RECYCLING CENTER

PROPOSED INFILL II FINAL COVER EL 865

EXISTING DOUBLE CULVERT TO BE FILLED AND ABANDONED IN PLACE

PROPOSED CULVERT FOR ACCESS TO SOIL STOCKPILE

INFILL EXPANSION AREA ACTIVE C&D LANDFILL CELLS

PARCEL 01910102
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 37057 PAGE 771

EXISTING EXPANSION AREA 1 CLOSED C&D LANDFILL CELLS

PROPOSED INFILL II EXPANSION

FEMA FLOODWAY

PARCEL 01919102
MECKLENBURG COUNTY
DEED BOOK 13631 PAGE 428

CANE CREEK

FEMA 100-YR FLOODPLAIN

EXISTING SWIM BUFFERS TO REMAIN

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

PARCEL 01930104
ARNOLD W. JOHNSTON
DEED BOOK 2313 PAGE 253

EXISTING 70' COLONIAL PIPELINE GAS LINE EASEMENT

EXISTING SWIM BUFFERS TO BE DISTURBED

PROPOSED SCALEHOUSE AND FUTURE ACCESS ROAD

PROPOSED FENCE AND ACCESS GATE

TERRAIN ASSOCIATED WITH STREAM BANKS WILL PROVIDE SUFFICIENT DETERRENT FOR SITE SECURITY PURPOSES.

ACCESS ROAD TO CONNECT TO FUTURE INDUSTRIAL DEVELOPMENT

MAKE CONNECTION UPON ISSUANCE OF INFILL II EXPANSION PERMIT TO OPERATE BY NCDEQ

ANTICIPATED CONSTRUCTION: FALL 2026

PROPOSED ACCESS ROAD CULVERT

EXISTING PARCEL BOUNDARY

EXISTING CLOSED PHASE 1 C&D LANDFILL

EXISTING ON-SITE ROAD

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

EXISTING WASTE TO BE RELOCATED PER ENGINEERING PLANS

PARCEL 01930105
LINDA MESTER LONG
DEED BOOK 6116 PAGE 663

PARCEL 01930106
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 30462 PAGE 436
ZONING: CB

PROPOSED ROCK EXCAVATION - TOP OF BANK

PARCEL 01934118
TRAILS END HOLDINGS LLC
DEED BOOK 37057 PAGE 773
ZONING: TR

PARCEL 01934108
WILLIAM W. & CAMPBELL W. HAMMILL
DEED BOOK 35040 PAGE 820

30' CHARLOTTE WATER SEWER FM EASEMENT

25' SANITARY SEWER EASEMENT

PARCEL 01934105
MICHAEL L. & TRACY W. TINSLEY
DEED BOOK 7693 PAGE 262
TRACT 3
MAP BOOK 25 PAGE 912

PARCEL 01934104
JOHNSIE H. BAUTOM
DEED BOOK 2203 PAGE 175

PROPOSED DRIVEWAY CULVERT

PROPOSED STREAM RELOCATION ALIGNMENT CONNECTION TO CANE CREEK

APPROXIMATE LOCATION OF PROPOSED VERHOEFF DRIVE EXTENSION (RESERVED)

Vicinity Map Not to Scale
(Mt Holly Huntersville Road, Statesville Road, Church St S, Holbrooks Rd, Site, Interstate 77, Vermont Drive)

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II EXPANSION AREA
- PROPOSED STREAM GRADING STOCKPILE AREA
- DELINEATED WETLANDS (SEE NOTE #4)
- PROPOSED TOP OF ROCK
- BUILT UPON AREA
- EXISTING SWIM BUFFERS TO REMAIN
- EXISTING SWIM BUFFERS TO BE DISTURBED
- EXISTING SWIM BUFFERS TO BE REMOVED
- REQUIRED SWIM BUFFERS TO BE CONSTRUCTED
- EXISTING WASTE FROM CLOSED PHASE 1 C&D LANDFILL TO BE RELOCATED
- FUTURE RESIDENTIAL DEVELOPMENT
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- FEMA 100-YEAR FLOOD PLAIN
- FEMA FLOODWAY
- EXISTING PARCEL BOUNDARY
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING LIMIT OF WASTE
- EXISTING UNDERGROUND SANITARY SEWER FORCE MAIN
- EXISTING UNDERGROUND CHARLOTTE WATER SEWER FORCE MAIN
- EXISTING EASEMENT
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED STREAM RELOCATION CENTERLINE
- PROPOSED LIMIT OF DISTURBANCE
- PROPOSED LIMIT OF STREAM CHANNEL
- EXISTING ZONING BOUNDARY
- PROPOSED STRUCTURE
- PROPOSED UNPAVED ROADWAY
- PROPOSED ZONING BOUNDARY
- PROPOSED CULVERT
- PROPOSED FENCE
- PROPOSED GREENWAY/BIKE TRAIL
- PROPOSED UNDERDRAIN
- APPROXIMATE LOCATION OF LANDFILL POINT OF COMPLIANCE WELL
- PROPOSED NEW GW MONITORING WELL

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. STREAM AND WETLAND DELINEATIONS UPSTREAM AND WITHIN PROPERTY BOUNDARIES WERE CONDUCTED BY HART AND HICKMAN AND CEC BETWEEN APRIL AND JULY 2022.
4. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.
5. APPROXIMATE SANITARY SEWER AND CHARLOTTE WATER SEWER FORCE MAIN LOCATIONS ARE BASED ON FORCE MAIN PLAN AND PROFILE RECORD DRAWINGS, SHEET 01C114, BY CHARLOTTE WATER IN FEBRUARY 2025.
6. APPROXIMATE CELL TOWER LOCATION AND GRADING PROVIDED BY KIMLEY-HORN ON MAY 23, 2025 AND APRIL 30, 2025.

SWIM BUFFERS

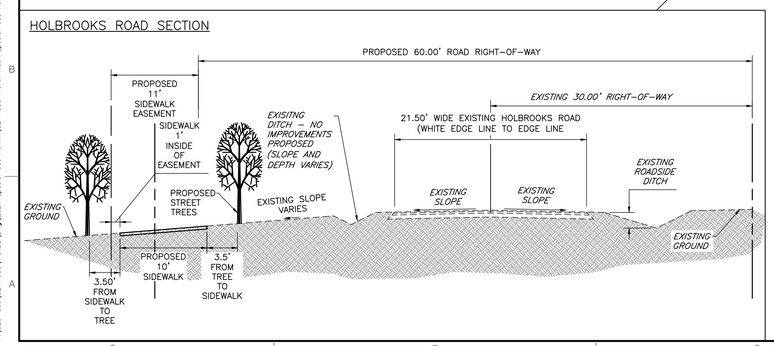
LINEAR FEET OF EXISTING SWIM BUFFERS TO BE REMOVED = 1,445 FT

LINER FEET OF REQUIRED SWIM BUFFERS TO BE CONSTRUCTED = 3,950 FT

PARCEL CLASSIFICATION

PARCEL ID	CLASSIFICATION
1910102	C&D LANDFILL
1910113	C&D LANDFILL
1910119	C&D LANDFILL
1910101	C&D LANDFILL
1910107	C&D LANDFILL
1910116	C&D LANDFILL
1010109	MRF
1930106	GREENWAY PROPERTY
1934118	TRAILS END HOLDING, LLC. PROPERTY

HOLBROOKS ROAD SECTION



NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

SCALE IN FEET
0 200 400

DRAFT

REVISION RECORD		
NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWNS COMMENTS
2	09/10/25	2ND RESPONSE TO TOWNS COMMENTS
3	10/10/25	3RD RESPONSE TO TOWNS COMMENTS

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GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

SPECIAL USE PERMIT
SITE PLAN

DATE: OCTOBER 2025
DRAWN BY: BML
CHECKED BY: TMG
DWG SCALE: 1"= 200'
PROJECT NO: 324-055
APPROVED BY: TMG

DRAWING NO.: SP100
SHEET 3 OF 9

P:\320-055\324-055\1-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Special Use Permit.dwg[REZONING SITE PLAN (SP100)] | LS(10/10/2025 - 4:44pm) - LP, 10/10/2025 2:55 PM

NORTH

PARCEL 01910118 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR

PARCEL 01910111 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR AND SP(CD)

PARCEL 01910115 GREENWAY WASTE SOLUTIONS, LLC DEED BOOK 30833 PAGE 937 ZONING: TR

VERMILLION SUBDIVISION

PARCEL 01910110 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR

DAVID B. WAYMER AEROMODELLER PARK

EXISTING LANDFILL ENTRANCE WILL REMAIN OPEN FOR CELL TOWER ACCESS AND 311 PURPOSES.

ACCESS WILL BE RESTRICTED BY EXISTING LANDFILL GATE AND SIGNAGE.

LANDFILL TRAFFIC WILL UTILIZE NEW SCALEHOUSE ENTRANCE UPON ISSUANCE OF INFILL II EXPANSION PERMIT TO OPERATE BY NCDEQ.

EXISTING SCALE HOUSE ENTRY ROAD, AND PARKING

HOLBROOKS ROAD

PARCEL 01837103 MECKLENBURG COUNTY DEED BOOK 32122 PAGE 978

EXISTING 70' COLONIAL PIPELINE GAS LINE EASEMENT

PARCEL 01910114 GREENWAY WASTE SOLUTIONS, LLC DEED BOOK 30832 PAGE 937 ZONING: NR

PARCEL 01910101 GREENWAY WASTE SOLUTIONS, LLC DEED BOOK 30832 PAGE 937 ZONING: NR

PARCEL 01910117 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 30832 PAGE 937 ZONING: NR

PARCEL 01910109 GREENWAY RECYCLING AT NORTH MECK, LLC DEED BOOK 37057 PAGE 789 ZONING: SP-CD

PARCEL 01910106 MECKLENBURG COUNTY DEED BOOK 7969 PAGE 636

PARCEL 01910113 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR AND SP(CD)

EXISTING MATERIALS RECYCLING FACILITY

EXISTING ZONING BOUNDARY

EXISTING ON-SITE ROAD

PARCEL 01910105 MECKLENBURG COUNTY DEED BOOK 12802 PAGE 807

PROPOSED PEAK ELEVATION AT ~820 FEET

EXISTING CELL TOWER (BY OTHERS)

PROPOSED ZONING BOUNDARY

PROPOSED STREAM GRADING STOCKPILE AREA

POST-CONSTRUCTION BUFFER TO BE REVEGETATED

TEMPORARY ACCESS TO CELL TOWER SITE, WILL BE REMOVED FOR STREAM CONSTRUCTION.

PROPOSED ROCK EXCAVATION – TOP OF BANK

EXISTING TOP OF LANDFILL EXPANSION AREA GRADE AT EL. 842

EXPANSION AREA 2 PHASE 1, 2 AND 3 ACTIVE C&D LANDFILL CELLS

GREENWAY WASTE SOLUTIONS OWNED PROPERTY ACREAGE: 264.6 AC
SPECIAL USE PERMIT ACREAGE: 220.8 AC
CURRENT ZONING: SP-CD
CURRENT USE: C&D LANDFILL AND RECYCLING CENTER
PROPOSED ZONING: SP-CD
PROPOSED USE: C&D LANDFILL AND RECYCLING CENTER

PROPOSED PEAK ELEVATION AT 865 FEET

EXISTING DOUBLE CULVERT TO BE FILLED AND ABANDONED IN PLACE

FEMA FLOODWAY

PARCEL 01919102 MECKLENBURG COUNTY DEED BOOK 19831 PAGE 428

CANE CREEK

FEMA 100-YR FLOODPLAIN

~ 100-YR FLOODPLAIN -- FEMA FIRM PANELS 3710465000K AND 3710468000K EFFECTIVE NOVEMBER 16, 2018

EXISTING SWIM BUFFERS TO REMAIN

PROPOSED CULVERT FOR ACCESS TO SOIL STOCKPILE

INFILL EXPANSION AREA ACTIVE C&D LANDFILL CELLS

PARCEL 01910102 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 37057 PAGE 771

PROPOSED GEOSYNTHETIC LINER PER NCDEQ STANDARDS

PARCEL 01919101 MECKLENBURG COUNTY DEED BOOK 19831 PAGE 428

PROPOSED INFILL II EXPANSION

EXISTING EXPANSION AREA 1 CLOSED C&D LANDFILL CELLS

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

PARCEL 01930104 ARNOLD W. JOHNSTON DEED BOOK 2313 PAGE 253

EXISTING 70' COLONIAL PIPELINE GAS LINE EASEMENT

PROPOSED GEOSYNTHETIC FINAL COVER PER NCDEQ STANDARDS

EXISTING SWIM BUFFERS TO BE DISTURBED

PROPOSED SCALEHOUSE AND FUTURE ACCESS ROAD

PROPOSED FENCE AND ACCESS GATE

TERRAIN ASSOCIATED WITH STREAM BANKS WILL PROVIDE SUFFICIENT DETERRENT FOR SITE SECURITY PURPOSES.

ACCESS ROAD TO CONNECT TO FUTURE INDUSTRIAL DEVELOPMENT

MAKE CONNECTION UPON ISSUANCE OF INFILL II EXPANSION PERMIT TO OPERATE BY NCDEQ

ANTICIPATED CONSTRUCTION: FALL 2026

EXISTING CLOSED PHASE 1 C&D LANDFILL

EXISTING TOP OF CLOSED LANDFILL GRADE AT EL. 826

PROPOSED ACCESS ROAD CULVERT

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

EXISTING ON-SITE ROAD

EXISTING PARCEL BOUNDARY

PROPOSED COMMERCE STATION INDUSTRIAL FACILITY (BY OTHERS)

EXISTING WASTE TO BE RELOCATED PER ENGINEERING PLANS.

PARCEL 01930105 LINDA WESTER LONG DEED BOOK 6118 PAGE 863

PROPOSED ROCK EXCAVATION – TOP OF BANK

PARCEL 01930106 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 38462 PAGE 436 ZONING: CD

PARCEL 01834118 TRAILS END HOLDINGS LLC DEED BOOK 37057 PAGE 773 ZONING: TR

PARCEL 01834108 WILLIAM W. & CAMPBELL W. HAMMILL DEED BOOK 35040 PAGE 920

30' CHARLOTTE WATER SEWER FM EASEMENT

25' SANITARY SEWER EASEMENT

PARCEL 01918181 SWEETGRASS FARMS LLC DEED BOOK 37435 PAGE 106

PARCEL 01834105 MICHAEL L. & TRACY W. TINSLEY DEED BOOK 7093 PAGE 262 TRACT 3 MAP BOOK 25 PAGE 912

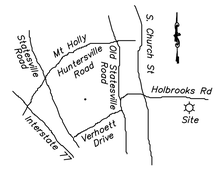
PROPOSED DRIVEWAY CULVERT

PROPOSED STREAM RELOCATION ALIGNMENT CONNECTION TO CANE CREEK

PARCEL 01834104 JOHNISE H. BAUCOM DEED BOOK 2203 PAGE 175

APPROXIMATE LOCATION OF PROPOSED VERMICOTT DRIVE EXTENSION (RESERVED)

PARCEL 01918135 GREENWAY WASTE SOLUTIONS, LLC DEED BOOK 30833 PAGE 913



Vicinity Map Not to Scale

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II EXPANSION AREA
- DELINEATED WETLANDS (SEE NOTE #4)
- PROPOSED TOP OF ROCK
- PROPOSED GEOSYNTHETIC LINER
- PROPOSED GEOSYNTHETIC FINAL COVER CAP
- EXISTING SWIM BUFFERS TO REMAIN
- EXISTING SWIM BUFFERS TO BE DISTURBED
- EXISTING SWIM BUFFERS TO BE REMOVED
- REQUIRED SWIM BUFFERS TO BE CONSTRUCTED
- PROPOSED STREAM GRADING STOCKPILE AREA
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- FEMA 100-YEAR FLOOD PLAIN
- FEMA FLOODWAY
- EXISTING PARCEL BOUNDARY
- OH-E EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING LIMIT OF WASTE
- 790 EXISTING 10-FT CONTOUR
- EXISTING 2-FT CONTOUR
- SAN EXISTING UNDERGROUND SANITARY SEWER FORCE MAIN
- FM EXISTING UNDERGROUND CHARLOTTE WATER SEWER FORCE MAIN
- EXISTING EASEMENT
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED LIMIT OF DISTURBANCE
- PROPOSED STREAM RELOCATION CENTERLINE
- EXISTING ZONING BOUNDARY
- PROPOSED STRUCTURE
- PROPOSED UNPAVED ROADWAY
- 830 PROPOSED 10-FT CONTOUR
- PROPOSED ZONING BOUNDARY
- PROPOSED CULVERT
- PROPOSED FENCE
- UD PROPOSED UNDERDRAIN

LANDFILL CAPACITY AND ANTICIPATED LIFE

1. APPROXIMATE INFILL II AIRSPACE CAPACITY: 3.0 MILLION CUBIC YARDS.
2. BASED ON THE LATEST 2025 DATA, THE LANDFILL USED A VOLUME OF 108,000 CY ANNUALLY AND AVERAGE HISTORIC DENSITY OF 1,372 LB/CY. THEREFORE, THE INFILL II EXPANSION WILL PROVIDE APPROXIMATELY 40 YEARS OF ADDITIONAL LANDFILL LIFE AT THE SITE.

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.
4. STREAM AND WETLAND DELINEATIONS UPSTREAM AND WITHIN PROPERTY BOUNDARIES WERE CONDUCTED BY HART AND HICKMAN AND CEC BETWEEN APRIL AND JULY 2022.
5. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.
6. APPROXIMATE SANITARY SEWER AND CHARLOTTE WATER SEWER FORCE MAIN LOCATIONS ARE BASED ON FORCE MAIN PLAN AND PROFILE RECORD DRAWINGS, SHEET 01C114, BY CHARLOTTE WATER IN FEBRUARY 2025.
7. APPROXIMATE CELL TOWER LOCATION AND GRADING PROVIDED BY KIMLEY-HORN ON MAY 23, 2025 AND APRIL 30, 2025.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

SCALE IN FEET
0 200 400

DRAFT

REVISION RECORD		
NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWNS COMMENTS
2	08/18/25	2ND RESPONSE TO TOWNS COMMENTS
3	10/10/25	3RD RESPONSE TO TOWNS COMMENTS

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GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

SPECIAL USE PERMIT GRADING PLAN

DATE:	OCTOBER 2025
DWG SCALE:	1" = 200'
PROJECT NO:	324-055
DRAWN BY:	BWL
CHECKED BY:	TMG
APPROVED BY:	TMG

DRAWING NO.: **SP101**

SHEET 4 OF 9

P:\320-055\324-055-1-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Special Use Permit.dwg[REZONING GRADING PLAN (SP101)] LS(10/10/2025 - blake) - LP, 10/10/2025 2:55 PM

NORTH

PREVIOUSLY APPROVED PLANTING PLAN AROUND MRF TO BE RESTORED TO PROPOSED CONDITIONS.

SEE MATERIALS RECOVERY FACILITY PLANTING PLAN ENLARGEMENT (SHEET SP102.1)

BUFFER AREA "C" (SEE ENLARGEMENT SHEET SP102.1)

SEE CELL TOWER TREE SURVEY ENLARGEMENT (SHEET SP102.1)

BUFFER AREA "HOUSE MITIGATION" (SEE ENLARGEMENT SHEET SP102.1)

BUFFER AREA "B" (SEE ENLARGEMENT SHEET SP102.1)

DAVID B. WAYMER AEROMODELLER PARK

EXISTING SCALE HOUSE ENTRY ROAD, AND PARKING

BUFFER AREA "A" (SEE ENLARGEMENT SHEET SP102.1)

HOLBROOKS ROAD

BUFFER AREA "D" (SEE ENLARGEMENT SHEET SP102.1)

EXISTING MATERIALS RECYCLING FACILITY

EXISTING ON-SITE ROAD

EXISTING PLATTED TREE SAVE AREA TO BE REMOVED

PROPOSED ZONING BOUNDARY

EXPANSION AREA 2 PHASE 1, 2 AND 3 ACTIVE C&D LANDFILL CELLS

GREENWAY WASTE SOLUTIONS OWNED PROPERTY ACREAGE: 264.6 AC
SPECIAL USE PERMIT ACREAGE: 220.8 AC
CURRENT ZONING: SP-CD
CURRENT USE: C&D LANDFILL AND RECYCLING CENTER
PROPOSED ZONING: SP-CD
PROPOSED USE: C&D LANDFILL AND RECYCLING CENTER

INFILL EXPANSION AREA ACTIVE C&D LANDFILL CELLS

EXISTING EXPANSION AREA 1 CLOSED C&D LANDFILL CELLS

PROPOSED INFILL II EXPANSION

INFILL II EXPANSION AREA

EXISTING CLOSED PHASE 1 C&D LANDFILL

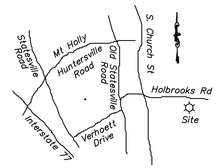
EXISTING ON-SITE ROAD

FEMA FLOODWAY

CANE CREEK

FEMA 100-YR FLOODPLAIN

APPROXIMATE LOCATION OF PROPOSED VERMEDT DRIVE EXTENSION (RESERVED)



Vicinity Map Not to Scale

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II EXPANSION AREA
- DELINEATED WETLANDS (SEE NOTE #4)
- PROPOSED STREAM GRADING STOCKPILE AREA
- EXISTING TREES TO BE PRESERVED
- EXISTING TREES TO BE PRESERVED
- MATERIALS RECOVERY FACILITY PLANTING BUFFER AREA
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- FEMA 100-YEAR FLOOD PLAIN
- FEMA FLOODWAY
- EXISTING PARCEL BOUNDARY
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING LIMIT OF WASTE
- EXISTING PLATTED TREE SAVE AREA TO BE REMOVED
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED LIMIT OF DISTURBANCE
- PROPOSED STREAM RELOCATION CENTERLINE
- EXISTING ZONING BOUNDARY
- 830 PROPOSED 10-FT CONTOUR
- PROPOSED ZONING BOUNDARY
- PROPOSED TREE DRIP LINE + 5FT (PER SECTION 7.4.2.C IN THE ZONING ORDINANCES)
- PROPOSED GREENWAY/BIKE TRAIL

TREE LEGEND	SPECIMEN TREES
HI	HICKORY (HI)
BI	BIRCH (BI)
SY	SYCAMORE (SY)
RO	RED OAK (RO)
EL	ELM (EL)
WO	WHITE OAK (WO)
SG	SWEETGUM (SG)
BE	BEECH (BE)
MA	MAPLE (MA)
PO	POPLAR (PO)
AS	ASH (AS)
CE	CEDAR (CE)
CH	CHERRY (CH)
PI	PINE (PI)

NOTES

1. TREES IN RED DENOTE SPECIMEN TREES TO BE REMOVED
2. TREES IN GRAY DENOTE SPECIMEN TREES TO BE SAVED

TREE SAVE TABLE	
EXISTING SPECIMEN TREES ON-SITE (AS DEFINED IN ZO SECTION 12.2.1)	230
PROPOSED SPECIMEN TREES TO BE REMOVED	146
PROPOSED SPECIMEN TREES TO BE SAVED	84
PERCENTAGE OF TREES TO REMAIN	37%

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. STREAM AND WETLAND DELINEATIONS UPSTREAM AND WITHIN PROPERTY BOUNDARIES WERE CONDUCTED BY HART AND HICKMAN AND CEC BETWEEN APRIL AND JULY 2022.
4. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.
5. TREE SURVEY DATA PROVIDED BY PATTERSON LAND SURVEYING, PA FOR CELL TOWER AREA ON JANUARY 23, 2025 AND THE REMAINDER OF THE SITE ON JULY 7, 2025.
6. LANDSCAPE PLANTING PLAN AROUND MRF PROVIDED BY LANDWORKS DESIGN GROUP, PA ON JULY 9, 2025.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

SCALE IN FEET
0 200 400

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWNS COMMENTS
2	08/15/25	2ND RESPONSE TO TOWNS COMMENTS
3	10/10/25	2ND RESPONSE TO TOWNS COMMENTS

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HUNTERSVILLE, NORTH CAROLINA

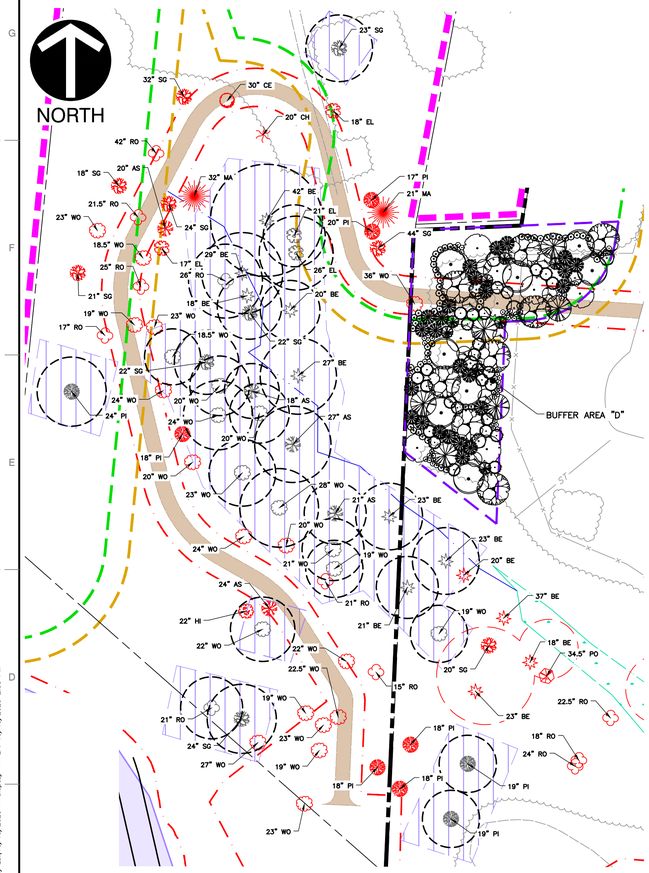
SPECIAL USE PERMIT
TREE PRESERVATION PLAN

DATE:	OCTOBER 2025
DWG SCALE:	1" = 200'
PROJECT NO:	324-055
DRAWN BY:	BML
CHECKED BY:	TMG
APPROVED BY:	TMG

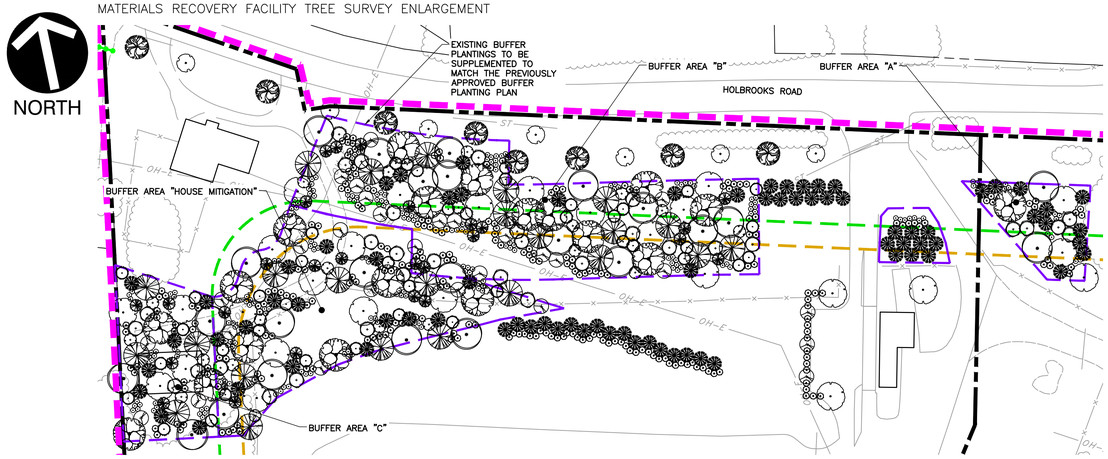
DRAWING NO.:
SP102
SHEET 5 OF 9

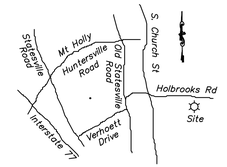
P:\320-0001\324-055\<CADD\Dwg\2024 Special Use Permit\Dwg\REZONING TREE SURVEY PLAN (SP102).dwg, 10/10/2025 2:55 PM - LP, 10/10/2025 - slopez)

CELL TOWER TREE SURVEY ENLARGEMENT



MATERIALS RECOVERY FACILITY TREE SURVEY ENLARGEMENT





Vicinity Map Not to Scale

LEGEND

- EXISTING TREES TO BE PRESERVED
- MATERIALS RECOVERY FACILITY PLANTING BUFFER AREA
- EXISTING PARCEL BOUNDARY
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING PLATTED TREE SAVE AREA TO BE REMOVED
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED LIMIT OF DISTURBANCE
- EXISTING ZONING BOUNDARY
- PROPOSED ZONING BOUNDARY
- PROPOSED TREE DRIP LINE + 5FT (PER SECTION 7.4.2.C IN THE ZONING ORDINANCES)
- PROPOSED GREENWAY/BIKE TRAIL

PLANT LIST (BUFFER A):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
AR	2	Acer rubrum	Red Maple	2" caliper min., 8' ht. min.	B&B
LT	1	Liriodendron tulipifera	Tulip Poplar	2" caliper min., 8' ht. min.	B&B
QP	3	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
TREES (LARGE MATURING – EVERGREEN):					
TG	21	Thuja 'Green Giant'	Green Giant Arborvitae	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CF	5	Cornus florida	Flowering Dogwood	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
AG	21	Abelia grandiflora	Glossy Abelia	3' ht. min.	5' O.C.
IC	20	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (BUFFER B):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
AR	11	Acer rubrum	Red Maple	2" caliper min., 8' ht. min.	B&B
LT	9	Liriodendron tulipifera	Tulip Poplar	2" caliper min., 8' ht. min.	B&B
QP	9	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
QR	12	Quercus rubra maxima	Eastern Red Oak	2" caliper min., 8' ht. min.	B&B
TREES (LARGE MATURING – EVERGREEN):					
TG	20	Thuja 'Green Giant'	Green Giant Arborvitae	2" caliper min., 8' ht. min.	B&B
IS	11	Ilex x attenuata 'Savannah'	Savannah Holly	2" caliper min., 8' ht. min.	B&B
JV	19	Juniperus virginiana	Eastern Red Cedar	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CC	14	Cercis canadensis	Eastern Redbud	2" caliper min., 8' ht. min.	B&B
CF	15	Cornus florida	Flowering Dogwood	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – EVERGREEN):					
IF	14	Ilex x attenuata 'Foster'	Foster Holly	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
AG	85	Abelia grandiflora	Glossy Abelia	3' ht. min.	5' O.C.
IC	82	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (BUFFER C):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
AR	3	Acer rubrum	Red Maple	2" caliper min., 8' ht. min.	B&B
LT	3	Liriodendron tulipifera	Tulip Poplar	2" caliper min., 8' ht. min.	B&B
QP	4	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
QR	4	Quercus rubra maxima	Eastern Red Oak	2" caliper min., 8' ht. min.	B&B
TREES (LARGE MATURING – EVERGREEN):					
TG	7	Thuja 'Green Giant'	Green Giant Arborvitae	2" caliper min., 8' ht. min.	B&B
IS	4	Ilex x attenuata 'Savannah'	Savannah Holly	2" caliper min., 8' ht. min.	B&B
JV	7	Juniperus virginiana	Eastern Red Cedar	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CC	3	Cercis canadensis	Eastern Redbud	2" caliper min., 8' ht. min.	B&B
CF	4	Cornus florida	Flowering Dogwood	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – EVERGREEN):					
IF	4	Ilex x attenuata 'Foster'	Foster Holly	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
AG	27	Abelia grandiflora	Glossy Abelia	3' ht. min.	5' O.C.
IC	26	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (BUFFER D):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
AR	8	Acer rubrum	Red Maple	2" caliper min., 8' ht. min.	B&B
LT	8	Liriodendron tulipifera	Tulip Poplar	2" caliper min., 8' ht. min.	B&B
QP	8	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
QR	6	Quercus rubra maxima	Eastern Red Oak	2" caliper min., 8' ht. min.	B&B
TREES (LARGE MATURING – EVERGREEN):					
TG	25	Thuja 'Green Giant'	Green Giant Arborvitae	2" caliper min., 8' ht. min.	B&B
JV	13	Juniperus virginiana	Eastern Red Cedar	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CC	8	Cercis canadensis	Eastern Redbud	2" caliper min., 8' ht. min.	B&B
CF	7	Cornus florida	Flowering Dogwood	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – EVERGREEN):					
IF	8	Ilex x attenuata 'Foster'	Foster Holly	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
AG	57	Abelia grandiflora	Glossy Abelia	3' ht. min.	5' O.C.
IC	57	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (BUFFER EXISTING HOUSE MITIGATION):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
AR	8	Acer rubrum	Red Maple	2" caliper min., 8' ht. min.	B&B
LT	6	Liriodendron tulipifera	Tulip Poplar	2" caliper min., 8' ht. min.	B&B
QP	8	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
QR	8	Quercus rubra maxima	Eastern Red Oak	2" caliper min., 8' ht. min.	B&B
TREES (LARGE MATURING – EVERGREEN):					
TG	14	Thuja 'Green Giant'	Green Giant Arborvitae	2" caliper min., 8' ht. min.	B&B
IS	7	Ilex x attenuata 'Savannah'	Savannah Holly	2" caliper min., 8' ht. min.	B&B
JV	14	Juniperus virginiana	Eastern Red Cedar	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CC	9	Cercis canadensis	Eastern Redbud	2" caliper min., 8' ht. min.	B&B
CF	8	Cornus florida	Flowering Dogwood	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – EVERGREEN):					
IF	8	Ilex x attenuata 'Foster'	Foster Holly	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
AG	58	Abelia grandiflora	Glossy Abelia	3' ht. min.	5' O.C.
IC	54	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (PARKING LOT):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
QP	2	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CC	3	Cercis canadensis	Eastern Redbud	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
IC	18	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (PERIMETER STREETSCAPE):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
QF	7	Quercus falcata	Southern Red Oak	2" caliper min., 8' ht. min.	B&B
TD	8	Taxodium distichum	Bald Cypress	2" caliper min., 8' ht. min.	B&B

TREE LEGEND — SPECIMEN TREES

- HICKORY (HI)
- BIRCH (BI)
- SYCAMORE (SY)
- RED OAK (RO)
- ELM (EL)
- WHITE OAK (WO)
- SWEETGUM (SG)
- BEECH (BE)
- MAPLE (MA)
- POPLAR (PO)
- ASH (AS)
- CEDAR (CE)
- CHERRY (CH)
- PINE (PI)

NOTES

1. TREES IN RED DENOTE SPECIMEN TREES TO BE REMOVED
2. TREES IN GRAY DENOTE SPECIMEN TREES TO BE SAVED

TREE SAVE TABLE	
EXISTING SPECIMEN TREES ON-SITE (AS DEFINED IN ZO SECTION 12.2.1)	230
PROPOSED SPECIMEN TREES TO BE REMOVED	146
PROPOSED SPECIMEN TREES TO BE SAVED	84
PERCENTAGE OF TREES TO REMAIN	37%

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. TREE SURVEY DATA PROVIDED BY PATTERSON LAND SURVEYING, PA FOR CELL TOWER AREA ON JANUARY 23, 2025 AND THE REMAINDER OF THE SITE ON JULY 7, 2025.
4. LANDSCAPE PLANTING PLAN AROUND MRF PROVIDED BY LANDWORKS DESIGN GROUP, PA ON JULY 9, 2025.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

SCALE IN FEET
0 60 120

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWNS COMMENTS
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3	10/15/25	3RD RESPONSE TO TOWNS COMMENTS

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GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
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HUNTERSVILLE, NORTH CAROLINA

SPECIAL USE PERMIT
TREE PRESERVATION PLAN ENLARGEMENT

DATE:	OCTOBER 2025
DWG SCALE:	1" = 60'
PROJECT NO:	324-055
DRAWN BY:	BML
CHECKED BY:	TMG
APPROVED BY:	TMG

DRAWING NO.: **SP102.1**

SHEET 6 OF 9

P:\320-055\324-055\CADD\Dwg\2024 Special Use Permit\324-055-North Meck Special Use Permit.dwg(REZONING TREE SURVEY PLAN (SP101.1)) LS(10/10/2025 - blake) - LP, 10/10/2025 2:55 PM

NORTH

PARCEL 01910118
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR

PARCEL 01910111
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR AND SP(CD)

PARCEL 01910110
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR

VERMILLION SUBDIVISION

PARCEL 01910115
GREENWAY WASTE SOLUTIONS, LLC
DEED BOOK 30832 PAGE 937
ZONING: TR

DAVID B. WAYMER AEROMODELLER PARK

PARCEL 01910114
GREENWAY WASTE SOLUTIONS, LLC
DEED BOOK 30832 PAGE 937
ZONING: NR

HOLBROOKS ROAD

EXISTING SCALE HOUSE ENTRY ROAD, AND PARKING

PARCEL 01937103
MECKLENBURG COUNTY
DEED BOOK 32122 PAGE 978

PARCEL 01910101
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 30832 PAGE 937
ZONING: NR

PARCEL 01910107
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 32813 PAGE 275
ZONING: NR

PARCEL 01910108
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 30832 PAGE 937
ZONING: NR

PARCEL 01910109
GREENWAY RECYCLING AT NORTH MECK, LLC
DEED BOOK 37057 PAGE 789
ZONING: SP-CD

PARCEL 01919106
MECKLENBURG COUNTY
DEED BOOK 7969 PAGE 636

EXISTING MATERIALS RECYCLING FACILITY

PARCEL 01910113
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR AND SP(CD)

EXISTING ON-SITE ROAD

PARCEL 01919105
MECKLENBURG COUNTY
DEED BOOK 12802 PAGE 807

PROPOSED ZONING BOUNDARY

PROPOSED ROCK EXCAVATION – TOP OF BANK

EXPANSION AREA 2
PHASE 1, 2 AND 3
ACTIVE C&D LANDFILL CELLS

GREENWAY WASTE SOLUTIONS OWNED PROPERTY ACREAGE: 264.6 AC
SPECIAL USE PERMIT ACREAGE: 220.8 AC
CURRENT ZONING: SP-CD
CURRENT USE: C&D LANDFILL AND RECYCLING CENTER
PROPOSED ZONING: SP-CD
PROPOSED USE: C&D LANDFILL AND RECYCLING CENTER

PARCEL 01910116
GREENWAY WASTE SOLUTIONS LLC
DEED BOOK 32813 PAGE 275
ZONING: NR

INFILL EXPANSION AREA ACTIVE C&D LANDFILL CELLS

PARCEL 01910102
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 37057 PAGE 771

PROPOSED INFILL II EXPANSION

EXISTING EXPANSION AREA 1
CLOSED C&D LANDFILL CELLS

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

PARCEL 01930104
ARNOLD W. JOHNSTON
DEED BOOK 2313 PAGE 253

EXISTING SWIM BUFFERS TO BE DISTURBED

PROPOSED DISTURBED WETLAND AREA (TYP.) SEE NOTE 6.

EXISTING CLOSED PHASE 1
C&D LANDFILL

INFILL II EXPANSION AREA

EXISTING ON-SITE ROAD

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

PARCEL 01930105
LINDA WESTER LONG
DEED BOOK 6118 PAGE 663

PROPOSED ROCK EXCAVATION – TOP OF BANK

PARCEL 01930106
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 38463 PAGE 436
ZONING: CR

PARCEL 01934105
MICHAEL L. &
TRACY W. TINSLEY
DEED BOOK 7093 PAGE 262
TRACT 3
MAP BOOK 25 PAGE 912

PARCEL 01934104
JOHNSIE H. BAUCOM
DEED BOOK 2203 PAGE 175

APPROXIMATE LOCATION OF PROPOSED VERMODOT DRIVE EXTENSION (RESERVED)

FEMA FLOODWAY

PARCEL 01919102
MECKLENBURG COUNTY
DEED BOOK 19831 PAGE 428

CANE CREEK

FEMA 100-YR FLOODPLAIN

~ 100-YR FLOODPLAIN ~
FEMA FIRM PANELS 3710465000K
AND 3710466000K
EFFECTIVE NOVEMBER 16, 2018

EXISTING SWIM BUFFERS TO REMAIN

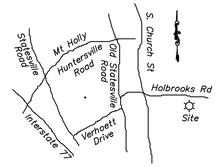
PARCEL 01919101
MECKLENBURG COUNTY
DEED BOOK 19831 PAGE 428

PARCEL 01918135
GREENWAY WASTE SOLUTIONS, LLC
DEED BOOK 30832 PAGE 913

PARCEL 01934108
WILLIAM W. &
CAMPBELL W. HAMMILL
DEED BOOK 35040 PAGE 920

PARCEL 01934118
TRAILS END HOLDINGS LLC
DEED BOOK 37057 PAGE 773
ZONING: TR

PARCEL 01918161
SWEETGRASS FARMS LLC
DEED BOOK 37435 PAGE 106



Vicinity Map Not to Scale

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II EXPANSION AREA
- PROPOSED TOP OF ROCK
- DELINEATED WETLANDS (SEE NOTE #4)
- DELINEATED WETLANDS (PROPOSED IMPACTS)
- EXISTING SWIM BUFFERS TO REMAIN
- EXISTING SWIM BUFFERS TO BE DISTURBED
- EXISTING SWIM BUFFERS TO BE REMOVED
- REQUIRED SWIM BUFFERS TO BE CONSTRUCTED
- EXISTING TREES TO BE PRESERVED
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- EXISTING STREAM (PROPOSED IMPACTS)
- FEMA 100-YEAR FLOOD PLAIN
- FEMA FLOODWAY
- EXISTING PARCEL BOUNDARY
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING LIMIT OF WASTE
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED LIMIT OF STREAM CHANNEL
- EXISTING ZONING BOUNDARY
- PROPOSED ZONING BOUNDARY
- PROPOSED CULVERT

TREE LEGEND — SPECIMEN TREES

- HICKORY (HI)
- BIRCH (BI)
- SYCAMORE (SY)
- RED OAK (RO)
- ELM (EL)
- WHITE OAK (WO)
- SWEETGUM (SG)
- BEECH (BE)
- MAPLE (MA)
- POPLAR (PO)
- ASH (AS)
- CEDAR (CE)
- CHERRY (CH)
- PINE (PI)

NOTE

1. TREES IN GRAY DENOTE SPECIMEN TREES TO BE SAVED

SWIM BUFFERS

AREA OF EXISTING SWIM BUFFERS TO BE REMOVED = 2.91 AC

AREA OF REQUIRED SWIM BUFFERS TO BE CONSTRUCTED = 9.06 AC

ADDITIONAL PLATTED TREE SAVE ADJACENT TO SWIM BUFFERS OR EXISTING WETLANDS = 7.41 AC

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. STREAM AND WETLAND DELINEATIONS UPSTREAM AND WITHIN PROPERTY BOUNDARIES WERE CONDUCTED BY HART AND HICKMAN AND CEC BETWEEN APRIL AND JULY 2022.
4. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.
5. EXISTING STREAM AND WETLAND IMPACTS REQUIRE US ARMY CORPS OF ENGINEER AND NCDEQ DIVISION OF WATER QUALITY APPROVAL PRIOR TO DISTURBANCE. USACE PERMIT APPLICATION #SAW-2022-02469.
6. TREE SURVEY DATA PROVIDED BY PATTERSON LAND SURVEYING, PA FOR CELL TOWER AREA ON JANUARY 23, 2025 AND THE REMAINDER OF THE SITE ON JULY 7, 2025.

NORTH CAROLINA
BOARD OF EXAMINERS
FOR ENGINEERS AND
SURVEYORS LICENSE
NO. P-2755

SCALE IN FEET
0 200 400

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWNS COMMENTS
2	08/18/25	2ND RESPONSE TO TOWNS COMMENTS
3	10/10/25	2ND RESPONSE TO TOWNS COMMENTS

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Landscape Architects
of NC, PLLC

GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

SPECIAL USE PERMIT
SURFACE WATER IMPROVEMENT & MANAGEMENT (SWIM) BUFFERS

DATE: OCTOBER 2025
DWG SCALE: 1" = 200'
PROJECT NO: 324-055
DRAWN BY: BML
CHECKED BY: TMG
APPROVED BY: TMG

DRAWING NO.: **SP103**
SHEET 7 OF 9

P:\320-055\324-055\1-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Special Use Permit.dwg(SWIM BUFFERS (SP103)) LS(10/10/2025 - Model) - LP: 10/10/2025 2:51 PM

NORTH

VERMILLION SUBDIVISION

MAINTAIN THREE ROWS OF EXISTING EVERGREEN TREES ALONG HOLBROOKS ROAD

DAVID B. WAYMER AEROMODELLER PARK

EXISTING SCALE HOUSE ENTRY ROAD, AND PARKING

HOLBROOKS ROAD

EXISTING MATERIALS RECYCLING FACILITY

EXISTING ON-SITE ROAD

PROPOSED ZONING BOUNDARY

PROPOSED STREAM GRADING STOCKPILE AREA

EXPANSION AREA 2 PHASE 1, 2 AND 3 ACTIVE C&D LANDFILL CELLS

GREENWAY WASTE SOLUTIONS OWNED PROPERTY ACREAGE: 264.6 AC
SPECIAL USE PERMIT ACREAGE: 220.8 AC
CURRENT ZONING: SP-CD
CURRENT USE: C&D LANDFILL AND RECYCLING CENTER
PROPOSED ZONING: SP-CD
PROPOSED USE: C&D LANDFILL AND RECYCLING CENTER

INFILL EXPANSION AREA ACTIVE C&D LANDFILL CELLS

PROPOSED INFILL II EXPANSION

EXISTING EXPANSION AREA 1 CLOSED C&D LANDFILL CELLS

EXISTING CLOSED PHASE 1 C&D LANDFILL

INFILL II EXPANSION AREA

EXISTING ON-SITE ROAD

PLANT ONE ROW OF EVERGREEN TREES ALONG PROPERTY LINE

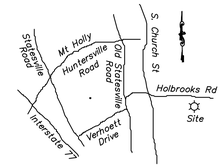
FEMA FLOODWAY

CANE CREEK

FEMA 100-YR FLOODPLAIN

~ 100-YR FLOODPLAIN ~
FEMA FIRM PANELS 3710465000K AND 3710468000K
EFFECTIVE NOVEMBER 16, 2018

APPROXIMATE LOCATION OF PROPOSED VERMODOT DRIVE EXTENSION (RESERVED)



Vicinity Map Not to Scale

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II EXPANSION AREA
- PROPOSED STREAM GRADING STOCKPILE AREA
- DELINEATED WETLANDS (SEE NOTE #4)
- PROPOSED STREAM RELOCATION GRADING
- EXISTING TREES TO BE PRESERVED
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- FEMA 100-YEAR FLOOD PLAIN
- FEMA FLOODWAY
- EXISTING PARCEL BOUNDARY
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING LIMIT OF WASTE
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED ZONING BOUNDARY
- PROPOSED STRUCTURE
- PROPOSED UNPAVED ROADWAY
- PROPOSED ZONING BOUNDARY

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. STREAM AND WETLAND DELINEATIONS UPSTREAM AND WITHIN PROPERTY BOUNDARIES WERE CONDUCTED BY HART AND HICKMAN AND CEC BETWEEN APRIL AND JULY 2022.
4. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.
5. APPROXIMATE SANITARY SEWER AND CHARLOTTE WATER SEWER FORCE MAIN LOCATIONS ARE BASED ON FORCE MAIN PLAN AND PROFILE RECORD DRAWINGS, SHEET 01C114, BY CHARLOTTE WATER IN FEBRUARY 2025.

BUFFER LEGEND

- EXISTING VEGETATION – UNDISTURBED
- DISTURBED BUFFER, CANNOT BE PLANTED; EXISTING ADJACENT VEGETATION PROVIDES OPAQUE SCREEN
- DISTURBED BUFFER WITH SUPPLEMENTAL PLANTINGS

NOTE

1. REFERENCE THE GENERAL NOTES SHEET (SP002) FOR DESCRIPTION OF EXISTING AND PROPOSED MODIFICATION IN THE ORDINANCE MODIFICATION TABLE.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

DRAFT

SCALE IN FEET
0 200 400

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWN'S COMMENTS
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15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

SPECIAL USE PERMIT
PERIMETER UNDISTURBED AND VEGETATED BUFFER PLAN

DATE:	OCTOBER 2025
DWG SCALE:	1" = 200'
PROJECT NO:	324-055
DRAWN BY:	BML
CHECKED BY:	TMG
APPROVED BY:	TMG

DRAWING NO.: **SP104**

SHEET 8 OF 9

P:\320-050\324-055\1-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Special Use Permit.dwg[REZONING UNDISTURBED BUFFER (SP104)] LS(10/10/2025 - blopez) - LP: 10/10/2025 2:55 PM

NORTH

NORTH CUT DRAINAGE AREA = 65.18 AC

PROPOSED STREAM GRADING STOCKPILE AREA

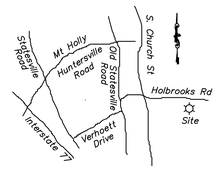
SOUTH CUT DRAINAGE AREA = 613.85 AC

TRANSITION POINT WHERE REQUIRED SWIM BUFFER INCREASES FROM 35' TO 50'

EXISTING DOUBLE CULVERT TO BE ABANDONED WITH STREAM RELOCATION.

CANE CREEK

EXISTING STREAM WITHIN INFILL II LATERAL EXPANSION AREA TO BE ABANDONED WITH STREAM RELOCATION.



Vicinity Map Not to Scale

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II LATERAL EXPANSION AREA (8.01 AC)
- PROPOSED STREAM RELOCATION GRADING BOUNDARY OF EXISTING GREENWAY PROPERTIES (264.6 AC)
- PROPOSED STREAM GRADING STOCKPILE AREA
- DELINEATED WETLANDS (SEE NOTE #4)
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- PROPOSED STREAM RELOCATION CENTERLINE
- PROPOSED ZONING BOUNDARY
- EXISTING PARCEL BOUNDARY
- PROPOSED POST-CONSTRUCTION NORTH CUT DRAINAGE AREA (65.18 AC)
- PROPOSED POST-CONSTRUCTION SOUTH CUT DRAINAGE AREA (613.85 AC)
- 790 EXISTING 10-FT CONTOUR

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. STREAM AND WETLAND DELINEATIONS UPSTREAM AND WITHIN PROPERTY BOUNDARIES WERE CONDUCTED BY HART AND HICKMAN AND CEC BETWEEN APRIL AND JULY 2022.
4. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

SCALE IN FEET
0 300 600

DRAFT

REVISION RECORD

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HUNTERSVILLE, NORTH CAROLINA

SPECIAL USE PERMIT
DRAINAGE AREA MAP

DATE:	OCTOBER 2025
DWG SCALE:	1" = 300'
PROJECT NO:	324-055
DRAWN BY:	BML
CHECKED BY:	TMG
APPROVED BY:	TMG

DRAWING NO.:
SP105
SHEET 9 OF 9

P:\320-055\324-055\1-CADD\Dwg\2024 Special Use Permit\324-055-North Meck Special Use Permit.dwg(REZONING DA MAP (SP105)) LS(10/10/2025 - Model) - LP: 10/10/2025 2:55 PM

Special Use Permit- Applicant Burden

Applicant Burden of Proof for Special Use Permits, Article 11.4.10(e).2:

The applicant has the burden of producing competent, material, and substantial evidence establishing that:

1. The proposed special use will not materially endanger the public health or safety;
2. The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity;
3. The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan;
4. The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located; and
5. The proposed special use will comply with all general and specific standards required by the appropriate section of this ordinance for the issuance of a special use permit for this use.

Please note, if the applicant fails to provide substantial, material, and competent evidence addressing the applicable criteria, then the Town Board must deny the permit. That is true regardless of whether potential opponents present any evidence on point or not.

Expert Witness & Competent, Material, and Substantial Evidence:

Expert Witness:

- Generally, an expert witness is one qualified by knowledge, skill, experience, training, or education to provide specialized knowledge to help with the understanding of evidence or the determination of facts.
- Expert witnesses may include (but are not limited to):
  - A qualified appraiser when determining property value impact.
    - In North Carolina an owner of real property is generally competent to testify as to the value of their own property even though their knowledge on the subject would not qualify them as a witness were they not the owner.
      - An owner is generally expected to know what price the owner paid for the property and the uses to which the property may be put and to have a reasonably good idea of what it is worth. It is understood that the owner's opinion of the value of her own property may be subject to bias.
  - A transportation engineer when determining traffic impact.
  - A doctor or scientist when determining if the emissions from a proposed development would endanger the public health.

Competent, Material, and Substantial Evidence:

- Competent evidence is evidence that is sufficiently trustworthy and reliable, and that is legally fit and acceptable for consideration by the Board.
  - Speculative, irrelevant, or vague evidence; non-expert opinions on something that requires an expert; and hearsay evidence will likely not be competent evidence.
- Material evidence is evidence that shows that the standards will or will not be met.
- Evidence is substantial if it is relevant and regarded by a reasonable person as sufficient to support a specific conclusion.
  - Speculation, unsubstantiated fears of the community, or vague assertions do not constitute substantial evidence.

- Competent, material, and substantial evidence may include (but is not limited to):
  - Documentation
    - Staff Reports
    - Notice of Violation
    - Adopted Town Plans
    - Academic Journal
    - Wills and Deeds
    - Financial Reports and Documents
    - Transactional Reports and Documents
    - Photograph
  - Expert Testimony

Applicant Response:

In the following space, indicate what competent, material, & substantial evidence you will provide to establish that:

1. The proposed special use will not materially endanger the public health or safety.

See attached response.

2. The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity.

See attached response.

Special Use Permit- Applicant Burden

3. The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan.

See attached response.

4. The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located.

See attached response.

5. The proposed special use will comply with all general standards in Article 11.4 and all specific standards in Article 9 for the issuance of a special use permit for this use.

See attached response.

Attach additional documents if needed.

1. The proposed special use will not materially endanger the public health or safety;

- Environmental response memo previously submitted to Town of Huntersville on September 22, 2025 (attached).
- Most recent Corrective Action Plan addendum – submitted to NCDEQ Solid Waste Section for review on September 22, 2025 (attached).
- Regenesis Site Hydrology and Barrier Modelling performed by Regenesis on September 29, 2025 (attached).
- Flood Study Results Figures from Unnamed Tributary to Cane Creek Flood Study previously submitted to Mecklenburg County (attached). No impacts to site structures along Cane Creek.
- Stream relocation design and mitigation as approved in the 404 U.S. Army Corps of Engineers 404 Permit and North Carolina Department of Environmental Quality Water Quality 401 Certification.
- Catawba Riverkeeper letter of support dated July 9, 2025 (attached).
- Mecklenburg County Stormwater email of support for stream relocation, preliminary design for new stream channel dated May 26, 2025 (attached).

2. The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity;

- Market Study report provided by Jarvis Martin, Principal at Stewart Martin and McCoy, LLC. State Certified Appraiser dated October 10, 2025 (attached).

3. The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan;

- Market Study report provided by Jarvis Martin, Principal at Stewart Martin and McCoy, LLC. State Certified Appraiser dated October 10, 2025 (attached).
- Submitted plan set depicts residential development along Holbrooks Road in harmony with 2017 Urban Land Institute plan and East Huntersville Small Area Plan (EHSAP).
- The EHSAP envisions a connector public street connecting Commerce Station Drive and Future Verhoeff Drive with Future Asbury Chapel Road. This connector street is accommodated (via right-of-way reservation note) in the proposed special use and rezoning plans.

4. The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located; and

- Minor modifications to the ordinance are requested, see item 5 below.

5. The proposed special use will comply with all general and specific standards required by the appropriate section of this ordinance for the issuance of a special use permit for this use.

Minor modifications of ordinance include:

- Fencing of perimeter of site – Site access restricted by a combination of fencing, gates and natural barriers including forested areas, topography and streams. New fencing is proposed along the northern and western boundaries of the site to prevent access from residential areas, the limits of fencing and other natural barriers are depicted in the zoning and special use plans.

- 80' Property Line Vegetative Buffer – The vegetative buffer has minor interruptions that allow for utility and site access, new stream channel construction, well monitoring access, and stormwater control. Interruptions in the buffer are offset by existing vegetation or supplemented with plantings, reference table on notes sheet and buffer sheet in the submitted zoning and special use plans.

- 100' Undisturbed Property Line Buffer - The undisturbed buffer has minor interruptions that allow for utility and site access, new stream channel construction, well monitoring access and stormwater control. Interruptions in the buffer are offset by existing vegetation or supplemented with plantings, reference table on notes sheet and buffer sheet in the submitted zoning and special use plans.

- Impact to SWIM buffers and Existing Stream – Stream impacts and associated SWIM buffer impacts are related to the approved stream relocation and new stream connection to Cane Creek. Due to the lengthening of the overall stream channel, the area of new SWIM buffer exceeds the impacted SWIM Buffer area.

The above information will be provided by expert testimony team to be present at SUP Hearing:

Donald Cobb P.G. – Senior Hydrogeologist and Project Manager with Civil & Environmental Consultants, Inc. Over 20 years of experience in landfill hydrogeological assessments, monitoring, and associated remediation plans.
Todd Gingerich, P.E. – Vice President at Civil & Environmental Consultants, Inc. Over 20 years of experience in civil engineering including solid waste facility design and permitting.
Jarvis Martin, - Principal with Stewart Martin and McCoy, LLC. And has been a State Certified General Appraiser for over 40 years in NC.
Maureen Dooley - Vice President of Industrial Sector for Regenisis, Over 30 years of experience in environmental industry including project management, remedial research and development and senior technical oversight.

ATTACHMENT 1

ENVIRONMENTAL RESPONSE MEMO

Sep 22, 2025

Bradley D. Priest, AICP
Assistant Planning Director, Town of Huntersville

Re: SUP §9.23(i)- The proposed SU will not materially endanger the public health or safety

Brad,

This is a detailed submittal supplement related to your request for more information on the effects on surface water and groundwater resulting from fill placement in the proposed infill area depicted as Cell 3 (NCDEQ submittals - Infill II Expansion). First, I'd like to quickly clarify your public hearing statement that this facility has had surface water and groundwater constituent levels above NCDEQ standards. This is true for groundwater, but this facility has not had an exceedance of surface water standards for organic constituents dating back to 2012 as documented in the latest semi-annual groundwater monitoring report. Historical data extending back to 2003 (start of surface water sampling program) indicates no exceedances of organic constituents in the collected samples. In the spring of 2023, NCDEQ requested the addition of 1,4 Dioxane surface water sampling at four upstream locations. Since that time, 1,4 Dioxane has not been in exceedance of the surface water standards set forth by Cane Creek's Class C standard of 80 parts per billion (ppb). Any exceedances of the 2L standards for groundwater and or the IMAC standards for PFAS were addressed in the Corrective Action Plan (CAP) Addendum submitted to NCDEQ Solid Waste Section on September 22, 2025.

Surface water effect as a result of the approved stream relocation:
Regarding the stream relocation, I concur with the surface water quality benefit statements provided in our submittal by the Catawba River Keeper, Brandon Jones, and by former Mecklenburg County Water Quality Program Manager and his staff.

I want to further highlight that directing water around the existing landfill enhances the environmental stewardship by reducing the potential for water to interact with landfill activities compared to the existing stream location. The new stream channel was designed to accommodate stormwater run-off from the approximately 350-acre drainage area. The stream design incorporates a wider and reinforced channel to handle run-off from stormwater events from future development in the basin. It is important to note that NCDEQ has reviewed and permitted this new stream by granting a 401 Water Quality Certification for the project. In addition, the US Army Corps of Engineers has followed suit with the issuance of a 404 Individual Permit for the new stream design and mitigation of impacts to the existing stream. Enhancements to the stream design to include plantings and instream structures to foster habitat for aquatic life were made by CEC following input from the Mecklenburg County Water Quality group. It is important to note that this new stream has the capacity to convey run-off from a 500-year storm event. The landfill's current infill area double culvert pipe cannot manage a much larger 350-acre drainage area. Per the submitted Cane Creek flood study report, the increase in the 100-year Base Flood Water Surface Elevation is not materially significant to the three existing residences

along Cane Creek. Furthermore, the County's forthcoming Cane Creek stream restoration project will most likely reduce the 100-year flood water elevation below its current levels including the new volume from the redirected creek. In conclusion, the redirected stream will create (from Mecklenburg Couty Water Quality: "tremendous uplift for water quality") positive environmental enhancements to this site and surrounding area.

Environmental effects of fill in between and eventually above portions of Cell 1 & Cell 2:
I want to address your questions about the effects of Cell 3 (NCDEQ Infill II) fill area related to remediating existing or future groundwater impacts. The location of Cell 3 has no negative impact on the remediation of 1,4-Dioxane and PFAS.

Our submittal that details the voluntary implementation of Regenesis' Permeable Retention Barrier (PRB) system will ensure that compliance is maintained at the 200' property line buffer (NCDEQ 13B .0545 describes the Compliance boundary). The groundwater that follows the normal flow path will be treated by the PRB. The PRB is a down-gradient injection barrier to capture, treat, and eliminate 1,4-Dioxane and PFAS at the primary discharge point; temporary injection wells will be placed within and just up-gradient of the infill area prior to construction to intercept and treat constituents moving in the primary groundwater flow direction. Regenesis has stated that these injection products remain effective for 30 years. Our proposed CAP Addendum submitted to NCDEQ's Solid Waste Section outlines the CEC/Regenesis remediation design and treatment program.

In summary, as stated in the Regenesis Statement of Qualifications document provided, the low levels of 1,4 dioxane and PFAS constituents detected within the infill area can be effectively captured, treated and eliminated with the recommended remedial program throughout the Cell 3 fill area. It is important to note that concentrations of 1,4 dioxane on-site are present in low part per billion concentrations. To add perspective, a part per billion concentration is equivalent to one drop of water in an Olympic size swimming pool.

A geomembrane cap (impermeable liner) prevents rainwater infiltration, which eliminates the possibility of leachate generation. In addition, a base liner geomembrane system will capture liquids generated throughout the life of the landfill. This liquid will be directed to a leachate collection system where it can be monitored, treated and discharged to a permitted Public Operated Treatment Works (POTW). As an added enhancement to this design, an underdrain will be installed below the base liner geomembrane system to direct any surface or subsurface flow to a monitored outfall.

Based on the site's hydrogeological data, groundwater is expected to move roughly 5ft per year. The required property line buffer for a C&D landfill facility is 200ft from the waste, which allows 40-years to capture and remediate groundwater constituents before leaving the property. The existing monitoring wells where 1,4-Dioxane and PFAS were detected in concentrations above the NCDEQ standards are located a minimum of 500ft from our property line, therefore GWS has more than 100 years to remediate this issue. This by no means implies that NCDEQ's Solid Waste Section would provide us this amount of time to remediate constituents above state standards. This is evidenced by our submittal of the CAP Addendum to remediate 1,4 dioxane and PFAS in the Infill and all other areas outlined at our facility. In addition, an enhanced groundwater well network will be installed as part of this project which will ensure effective

monitoring in the future. The fixed sampling nodes tied to the under-drain and additional wells (including nested pairs) within the extended buffer area makes the monitorability of the site more operationally effective.

I also feel compelled to address other negative environmental impacts if this landfill were to close in the coming years. The negative impact on road infrastructure as a result of the estimated increase of 725,000 of additional truck miles (noted in Mike's presentation) to get to the County's South Mecklenburg landfill and landfills in adjacent counties is obvious, but it is important to note the significant increase to air pollution. We have confirmed Mike's statement that these additional miles would add 2.4 million additional pounds of CO2 to the atmosphere. It is also important to note the negative effects of this landfill closing being it is an approved NCDEQ disaster debris site. This region would lose an important facility to help mitigate the effects of disasters like hurricanes, tornados, and floods.

In conclusion, the design elements that exceed NCDEQ requirements along with the voluntary proposed groundwater remedial program will enhance the environmental stewardship of this project. These design elements have been thoughtfully considered in support of long term continued operation of this site by reducing risks to human health and the environment. Also, these design elements, including many components volunteered by the applicant, will enhance the long-term stewardship of the site when compared to the applicant closing after their remaining capacity ends. Please do not hesitate to contact me if you have questions or wish for more information on this matter.

Best regards,



Todd Gingerich, P.E.

ATTACHMENT 2

CORRECTIVE ACTION PLAN ADDENDUM

CORRECTION ACTION PLAN ADDENDUM

GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
CONSTRUCTION AND DEMOLITION DEBRIS LANDFILL
FACILITY PERMIT NO. 6013-CDLF-1993

15300 HOLBROOKS ROAD
HUNTERSVILLE, NC 28078

Prepared For:

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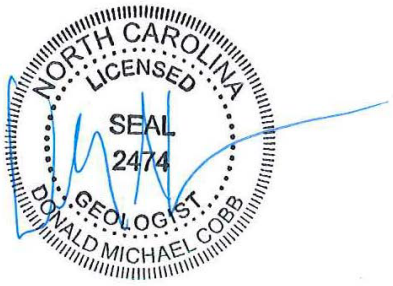
CEC PROJECT NO. 324-055

SEPTEMBER 22, 2025

North Carolina Geology Firm
License number C-370



September 22, 2025

Donald M. Cobb, P.G.
Project Manager

North Carolina Engineering Firm
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September 22, 2025

Bruce D. Reilly, P.E.
Senior Project Manager

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FIGURES

Attached
Figure 1 – Site Plan
Figure 2 – Treatment Areas 1 and 2 Remedial Actions
Figure 3 – Treatment Areas 1 and 2 Contingency Actions
Figure 4 – Treatment Area 3

APPENDICES

Appendix A – Injection Product Data Sheets

1.0 INTRODUCTION

On behalf of Greenway Waste Solutions at North Meck, LLC (GWS), Civil & Environmental Consultants, Inc. (CEC) has prepared this Corrective Action Plan (CAP) Addendum to present the additional remedial options to address constituent concentrations in groundwater that exceed the 15A NCAC 02L .0202 Groundwater Quality Standards (2L Standards) at or beyond the compliance boundary at the GWS C&D landfill (formerly North Mecklenburg C&D Landfill). The landfill operates under Solid Waste Facility Permit Number 6013-CDLF-1993 issued by the State of North Carolina. The permit requires semi-annual monitoring of the groundwater that underlies the landfill with point of compliance, review, and assessment groundwater monitoring wells as defined by North Carolina Administrative Code 15A NCAC 13B.0544 (b)(1)B. Facility groundwater monitoring requirements are specified in the updated Water Quality Monitoring Plan (Revision 2 April 19, 2018) approved by the North Carolina Department of Environmental Quality - Solid Waste Section (Section) on April 20, 2018. Additionally, the facility has been conducting monitored natural attenuation (MNA) monitoring per the approved Corrective Action Plan, initially on a semiannual basis, then once every three years during both semiannual events (approved May 10, 2023), with the next set of MNA sampling events to occur in 2025.

CEC, on behalf of GWS, submitted a Correction Action Plan on September 5, 2019. Based on feedback from the North Carolina Department of Environmental Quality (NCDEQ) Solid Waste Section (SWS) hydrogeologist, a revised CAP was submitted on October 1, 2019, and approved via letter on October 3, 2019. The CAP specified soil vapor extraction (SVE) via active landfill gas extraction and MNA as the selected remedial options to address exceedances of vinyl chloride, methylene chloride, and 1,4-dioxane in facility groundwater.

Figure 1 shows the groundwater monitoring network at the facility.

1.1 CORRECTION ACTION EFFECTIVENESS REPORT

The CAP specifies that a Corrective Action Effectiveness Report (CAER) be submitted every five years for the duration of the corrective action. Based on the date of approval (October 3, 2019) of

the CAP, monitoring associated with the corrective action began with the Spring 2020 semiannual monitoring event. As such, the first CAER was due following the Spring 2025 semiannual monitoring event. However, following the request from CEC and GWS to reduce the frequency of MNA events to once every three years, and recognizing that one MNA event would occur after the CAER was submitted, CEC and GWS further requested to delay submittal of the CAER until after the Fall 2025 semiannual monitoring event so that data from the second 2025 MNA event could be included; DEQ concurred and approved this request. As such, the first CAER will be submitted following the Fall 2025 semiannual monitoring event, currently scheduled for October 2025.

1.2 REASONS FOR ADDENDUM

While the corrective action appears to have been successful in addressing vinyl chloride and methylene chloride exceedances at the facility, 1,4-dioxane exceedances remain consistent. Further, per the Solid Waste Sections March 13, 2023, memo required all solid waste facilities in the state to monitor for per- and polyfluoroalkyl substances (PFAS), concentrations in exceedance of the interim allowable maximum concentrations (IMACs) for select PFAS constituents have been detected in facility groundwater.

This CAP Addendum will present a plan to address ongoing exceedances of 1,4-dioxane to satisfy the conditions of the original CAP. In addition, and based on discussions with DEQ personnel, GWS is preemptively and voluntarily implementing a plan to address ongoing exceedances of PFAS compounds at the facility.

This CAP Addendum is intended to work in conjunction with other submittals for the facility, including the current Water Quality Monitoring Plan as well as any future revisions, the revised Correction Action Plan, the MNA Frequency Reduction Request, the PFAS Work Plan (submitted March 21, 2025, and approved via letter April 10, 2025), and the upcoming CAER. Potential future submittals will be prepared to work in conjunction with this CAP Addendum.

The technologies presented below – Plume Stop to address PFAS migration and 1,4 D-Stroy to address 1,4-dioxane impacts – represented the best practical technology (in the case of Plume Stop) and the best achievable technology (in the case of 1,4 D-Stroy) to address the environmental impacts at the facility.

2.0 CORRECTIVE ACTIONS

2.1 TREATMENT AREA 1 – CENTRAL STREAM VALLEY

Remedial Action 1

The majority of 1,4-dioxane exceedances at the facility occur in the central stream valley located between the Closed Phase I Area and the Infill Expansion Area. The likely source of these impacts is groundwater monitoring well MW-10D. Recent revisions to the limits of waste, based on updated survey data, strongly suggest that MW-10D was installed within the waste mass. Further, and based on discussions with persons knowledgeable about site history, there is a possibility that MW-10D was originally installed as a piezometer and later converted to a permanent monitoring well, bringing into question whether this well has been constructed with a proper bentonite seal. Based on analytical results and visual observations made while sampling, it is likely that some amount of leachate is impacting the water table at or in the vicinity of MW-10D.

To address this ongoing source of impacts to facility groundwater, MW-10D will be relocated, as shown on Figure 2. Abandonment of the current well will be completed in accordance with NCDEQ guidelines for abandoning monitoring wells that fall within future waste footprints. The PVC well casing will be removed completely via overdrilling. The remaining borehole will be backfilled with a mix of bentonite and a bentonite grout mix. Hydrated bentonite will be used initially as a means to seal off the borehole from the surrounding soils and waste; the bentonite grout mix will be used to "top off" the borehole following settlement of the bentonite, if any.

It is CEC's and GWS's opinion that abandoning MW-10D will remove the primary source of 1,4-dioxane impacts within the central stream valley, significantly increasing the likelihood that subsequent remedial actions are successful. Additionally, this will eliminate one pathway through which PFAS compounds are impacting facility groundwater.

Remedial Action 2

Following abandonment of MW-10D, a liquid solution containing a targeted biological product will be installed via Geoprobe injection in the vicinity of MW-10 and the MW-7(i) cluster, as shown on Figure 2. CEC and GWS propose to use Allonia's 1,4 D-Stroy product for the liquid solution (see Attachment A for details on the proposed injectant).

The injection zone will begin in the vicinity of MW-10, on the south side of the sediment basin located in the central stream valley, extend east to the far side of the basin, then turn north-northwest, terminating in the vicinity of the MW-7(i) cluster. Injection intervals along this zone are expected to be between 10 feet below grade and 20 feet below grade. Injection points on either side of the central stream will likely have truncated injection intervals to minimize the potential of injectant loss into the stream itself.

The 1,4 D-Stroy product is aerobic. Due to relatively low-dissolved oxygen levels detected in the central stream valley during semiannual monitoring events (generally less than 3.0 mg/L), the groundwater must be oxygenated for the injectant to function as intended. To this end, an oxygen release product – such as Regenesis' Oxygen Release Compound (ORC) – will be installed concurrent with injection. A ten-foot section of 2-inch inner diameter slotted polyvinyl chloride (PVC) well screen (0.01-inch slot size) will be filled with an oxygen release product, capped at both ends, and installed at a depth to match the injection interval (generally 10 to 20 feet below grade).

Existing monitoring wells MW-6(i) and MW-1 will be used to gauge the effectiveness of the injection. Should analytical results demonstrate that the injection zone is less effective than anticipated, contingency plans to further address 1,4-dioxane exceedances in the central stream valley are outlined below.

Remedial Action 3

This remedial action is intended to address the migration of PFAS compounds along the central stream valley. Although MW-10D is a likely source of PFAS impacts to groundwater, sampling results from prior semiannual sampling events indicate that, unlike the 1,4-dioxane source at MW-10D, there is not an apparent singular source of PFAS impacts. As such, PFAS treatment will occur at a downstream location.

CEC and GWS, working with Regenesis and their injection subcontractor, will install a permeable reactive barrier (PRB) of Regenesis' Plume Stop product via Geoprobe injection at the east-northeastern end of the central stream valley. The PRB will begin west of MW-2(i), on the western side of the existing sediment basin, then extend approximately 700 feet south-southeast, terminating in the vicinity of MW-11. Injection intervals are expected to be between 12 and 22 feet below grade along the extent of the PRB, though adjustments for higher ground surface elevations near the terminus points may be necessary.

New sentinel wells will be installed in an alignment perpendicular to the PRB, as shown on Figure 2. Two sentinel wells will be installed on each side of the central stream.

Regenesis' model, based partly on site hydrogeologic provided by CEC and GWS, predicts a 30+ year life for this PRB. If contaminant breakthrough occurs, subsequent injection events will occur to reinforce the PRB.

Please note that it is expected Remedial Actions 1 through 3 will happen consecutively, possibly during the same mobilization.

Contingency Action 1

Contingency Action 1 will be implemented in the event that subsurface conditions between MW-10 and the MW-7(i) cluster prevent injection at or near the designated intervals below ground surface, such as if bedrock is encountered at shallower depth than anticipated.

This Contingency Action involves injecting the 1,4 D-Stroy product and installing oxygen release product upgradient of MW-10, allowing the injectable to effectively "wash" downgradient and encounter and treat impacted groundwater. This would be accomplished by injecting/installing along three relatively short lines perpendicular to groundwater flow, as depicted on Figure 3.

Contingency Action 2

In the event that Remedial Action 2 and Contingency Action 1 are not effective, Contingency Action 2 will be implemented. This action involves installation of a third injection zone of the 1,4 D-Stroy product (and associated installation of oxygen release product) at the southwestern point of the 100-year floodplain, approximately 280 feet south-southwest of the Plume Stop PRB detailed in Remedial Action 3. Similar to the Plume Stop PRB, this will intercept impacted groundwater as it leaves the central stream valley. Refer to Figure 3.

The location of this injection area was determined based on conversations with Allonia, the producers of the 1,4 D-Stroy product. They expressed some concern over biofouling of the Plume Stop PRB should injection of 1,4 D-Stroy be done too close to the PRB.

Sentinel wells installed as part of Remedial Action 3 will be used as sentinel wells for this injection area. Subsequent injection events will occur if 1,4-dioxane is detected at or above the 2L Standard in the sentinel wells.

2.2 TREATEMENT AREA 2 – MW-9(I) AND MW-12(I) CLUSTERS

Remedial Action 4

There have been minor but consistent exceedances of 1,4-dioxane in the MW-9(i) and MW-12(i) clusters that must be addressed. This Remedial Action involves an assessment of the active landfill gas extraction system in the general vicinity of the MW-9(i) cluster. Due to the proximity of this well cluster to the waste mass, ongoing impacts from landfill gas are a possible cause of 1,4-dioxane exceedances in these wells. Any deficiencies identified by this assessment will be addressed to improve the performance of the landfill gas extraction system. This assessment and subsequent actions taken to address deficiencies will also address the remaining vinyl chloride impacts in the vicinity of the MW-9(i) cluster.

Remedial Action 4 is anticipated to take place within three months of CAP Addendum approval.

Contingency Action 3

In the event that improvements to the landfill gas extraction system are not sufficient to address 1,4-dioxane exceedances in the MW-9(i) and MW-12(i) clusters, an injection zone of 1,4 D-Stroy and installation of oxygen release product will be done along an alignment just south of the current location of the MW-9(i) cluster.

Sentinel wells will be installed south of the MW-9(i) cluster and the injection zone. Figure 3 illustrates the proposed orientation of the injection zone as well as the proposed location of the sentinel wells.

Injection of 1,4 D-Stroy in the vicinity of the MW-9(i) cluster is anticipated to address exceedances of 1,4-dioxane in the MW-12(i) cluster, as the source of these impacts is assumed to be in the vicinity of MW-9(i).

2.3 TREATMENT AREA 3 – MW-7 CLUSTER

Remedial Action 5

This Remedial Action involves increasing monitorability in the southern portion of the facility, in the general vicinity of the MW-7 well cluster. There have been consistent – though below the 2L Standard – detections of 1,4-dioxane in the wells of the MW-7 cluster, located in the southern portion of the facility, as well as detections of select PFAS compounds near or above their respective IMACs. To assess potential contaminant migration in this area, three new well clusters will be installed in this southern area, as shown on Figure 4.

These new well clusters will be added to the point of compliance well network and monitored during each semi-annual monitoring event.

Contingency Action 4

In the event that contaminants of concern are detected in monitoring wells in this southern area at concentrations in exceedance of their 2L Standards, an injection zone and/or a PRB will be installed to intercept groundwater prior to discharge to the relocated stream. Figure 4 shows one possible orientation of a PRB and/or injection zone; however, the installed orientation will be dependent on where contaminants are detected.

Furthermore, the product used to create the PRB and/or injection zone will be dependent on the contaminants detected. Based on current site conditions, likely contaminants would be 1,4-dioxane and/or PFAS, in which case, based on current technology, 1,4 D-Stroy and/or Plume Stop would be used for the remedial action. However, as implementation of this contingency may be a number of years in the future, better technology may exist to address exceedances of contaminants of concern.

As such, CEC and GWS reserve the right to revisit the specifics of this Contingency Action. The final selected action – if necessary – will properly address the contaminants of concern, but it is

prudent that current technology and best practices at the time of implementation be used/followed. CEC and GWS will submit a further CAP Addendum for SWS approval in the event the products mentioned above – Plume Stop and 1,4 D-Stroy – are not used for this Contingency Action.

3.0 REPORTING

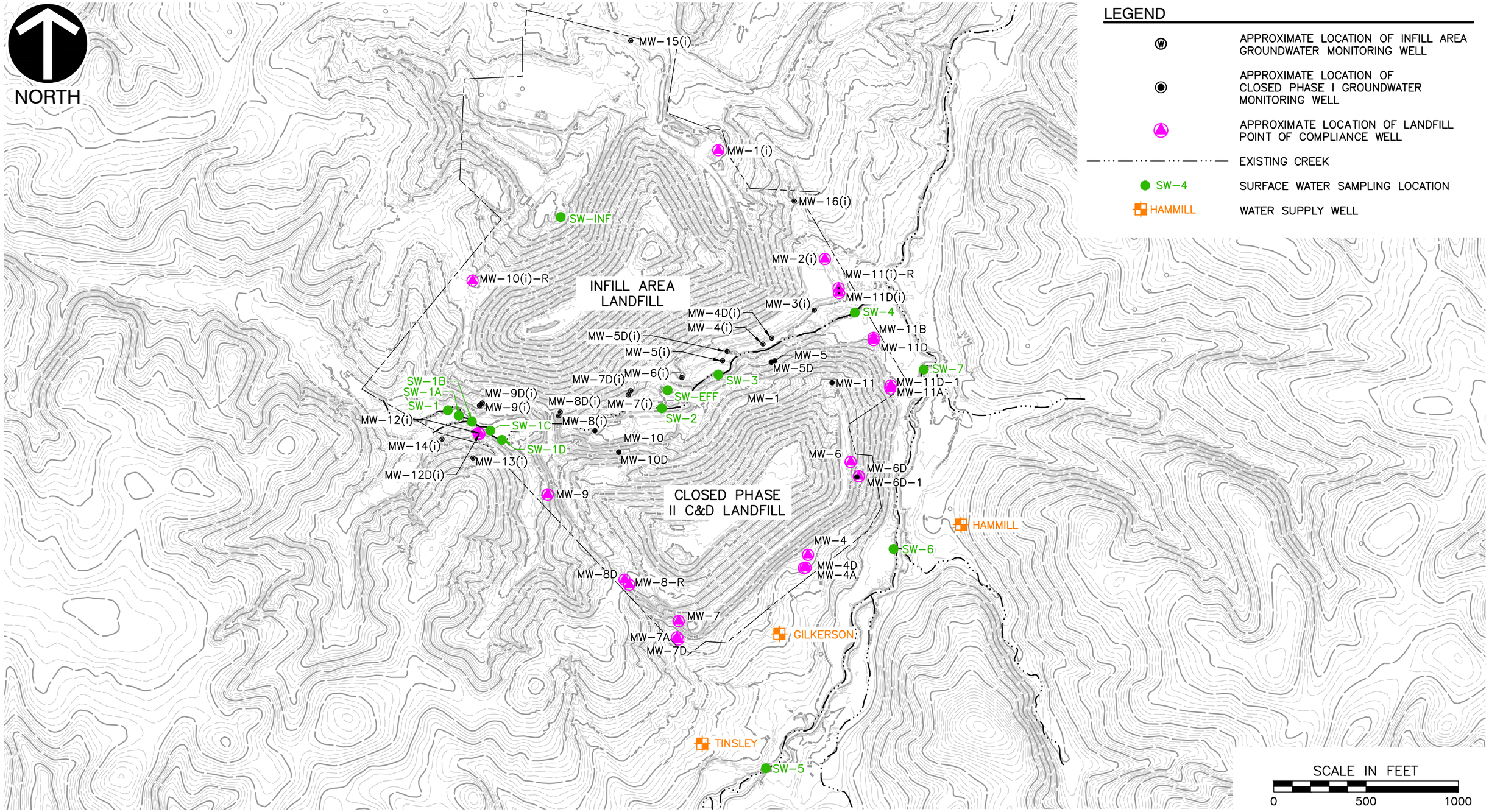
Monitoring of new and relocated wells will be conducted in accordance with the existing Water Quality Monitoring Plan (and any future revisions) and the existing CAP. Any well designated as a sentinel well will be considered a point of compliance well for the purposes of monitoring and reporting. Data collected from wells designated as sentinel wells will be included in future CAERs, beginning with the 2030 CAER (assuming the corrective action remains active at that time).

4.0 COMPLETION OF GROUNDWATER CORRECTIVE ACTION

Per 15A NCAC 13B .0545(l), the corrective action will be considered complete when the concentrations of constituents of concern methylene chloride, vinyl chloride, and 1,4-dioxane are below the applicable 2L Standards for six consecutive semi-annual monitoring events (six consecutive events represents the three consecutive years stated in the regulations). At that time, a summary report of all data collected during the corrective action will be prepared and submitted to NCDEQ along with a request to end assessment monitoring at the landfill.

Note that the operation of the LFG extraction system will likely continue upon completion of the corrective action for odor control purposes and minimize the likelihood of future LFG migration beyond the waste boundary. The summary report will include an outline of the future plans for the LFG extraction system.

FIGURES



NOTES

1. EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

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GREENWAY WASTE SOLUTIONS
AT NORTH MECK, LLC.
NORTH MECK LANDFILL
HUNTERSVILLE, NC

SITE PLAN

DRAWN BY:	HEC	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT	FIGURE NO.:	1
DATE:	SEPTEMBER 2025	DWG SCALE:	1"=500'	PROJECT NO:	324-055.ENV1		

P:\320-000\324-055\-CADD\Dwg\CAP Addendum\Figure 1.dwg[FIGURE 1] LS:(9/22/2025 - hcupples) - LP: 9/22/2025 10:46 AM

NORTH

LEGEND

- APPROXIMATE LOCATION OF INFILL AREA GROUNDWATER MONITORING WELL
- APPROXIMATE LOCATION OF CLOSED PHASE I GROUNDWATER MONITORING WELL
- APPROXIMATE LOCATION OF LANDFILL POINT OF COMPLIANCE WELL
- PROPOSED NEW GW MONITORING WELL
- EXISTING CREEK
- SW–4 SURFACE WATER SAMPLING LOCATION
- HAMMILL WATER SUPPLY WELL

INFILL AREA
LANDFILL

PLUME STOP BARRIER
PER REGENESIS PLAN.

INJECT 1,4 D–STROY DOWN
GRADIENT OF MW–10D AND
MW–7(i) CLUSTER.

MW–10D TO BE PERMANENTLY
ABANDONED VIA OVERDRILLING.

CLOSED PHASE II
C&D LANDFILL

SW–INF
MW–16(i)
MW–10(i)–R
MW–2(i)
MW–11D(i)
SENTINEL WELL 1
SENTINEL WELL 2
MW–3(i)
SENTINEL WELL 3
SW–4
MW–11B
MW–11D
SENTINEL WELL 4
MW–4D(i)
MW–4(i)
MW–5D(i)
MW–5(i)
MW–5
MW–5D
SW–7
SW–3
MW–6(i)
MW–7D(i)
MW–7(i)
SW–EFF
MW–1
MW–11
MW–11D–1
MW–11A
SW–1B
SW–1A
MW–9D(i)
SW–1
MW–9(i)
MW–8D(i)
MW–8(i)
SW–2
MW–12(i)
SW–1C
SW–1D
MW–14(i)
MW–10
MW–10D–R
MW–12D(i)
MW–13(i)
MW–10D
MW–6

SCALE IN FEET
0 200 400

NOTES

1. GROUNDWATER PONTENTIOMETRIC CONTOURS ARE APPROXIMATE AND INTERPOLATED BETWEEN ALL MEASURING POINTS.
2. ELEVATION DTA IS FROM MARCH 31 – APRIL 4, 2025 GROUNDWATER MONITORING EVENT.
3. EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
4. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

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TREATMENT AREAS 1 AND 2
REMEDIAL ACTIONS

DRAWN BY:	HEC	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT
DATE:	SEPTEMBER 2025	DWG SCALE:	1"=200'	PROJECT NO:	324-055.ENV1

FIGURE NO.: 2

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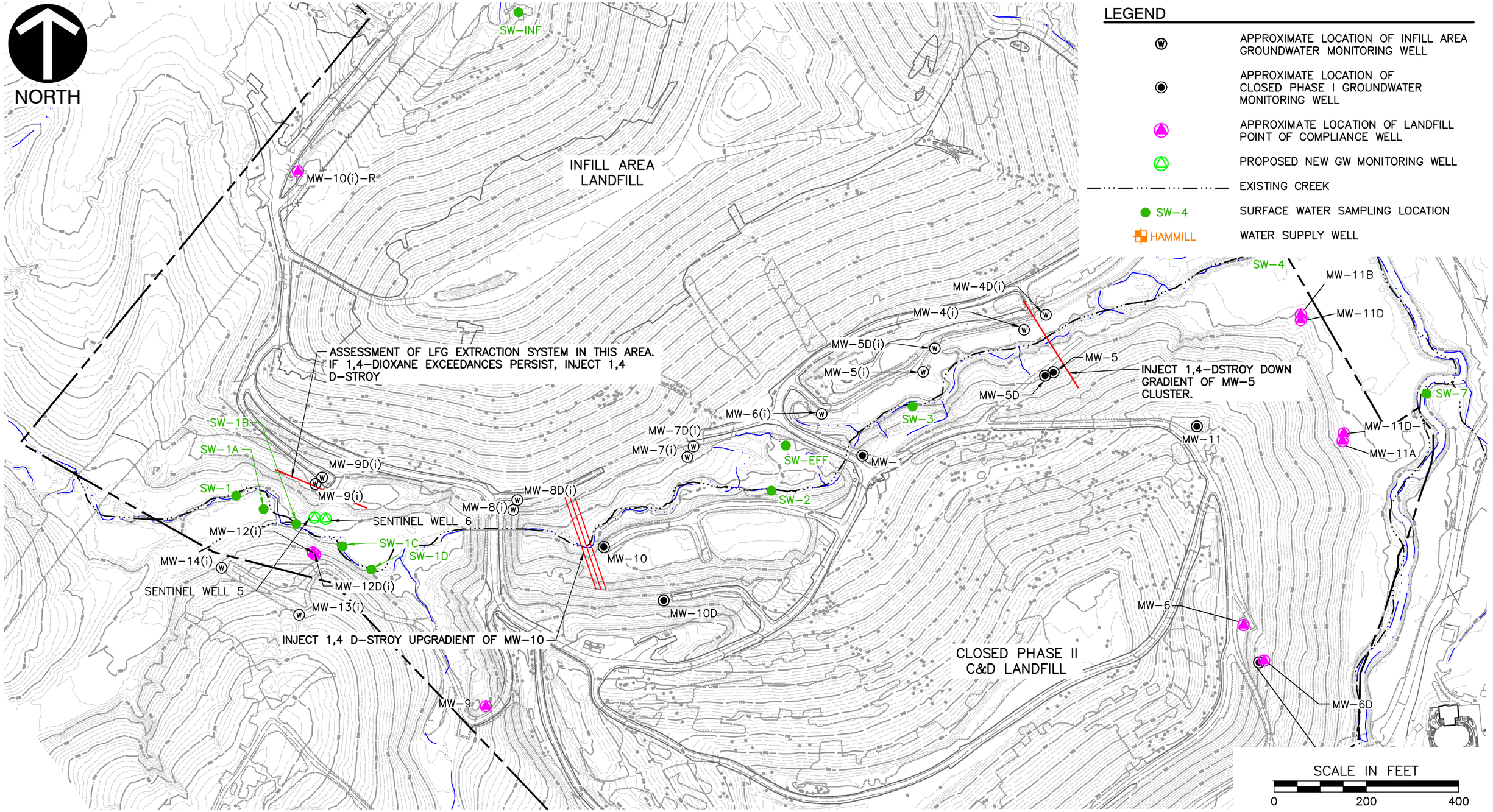

NOTES

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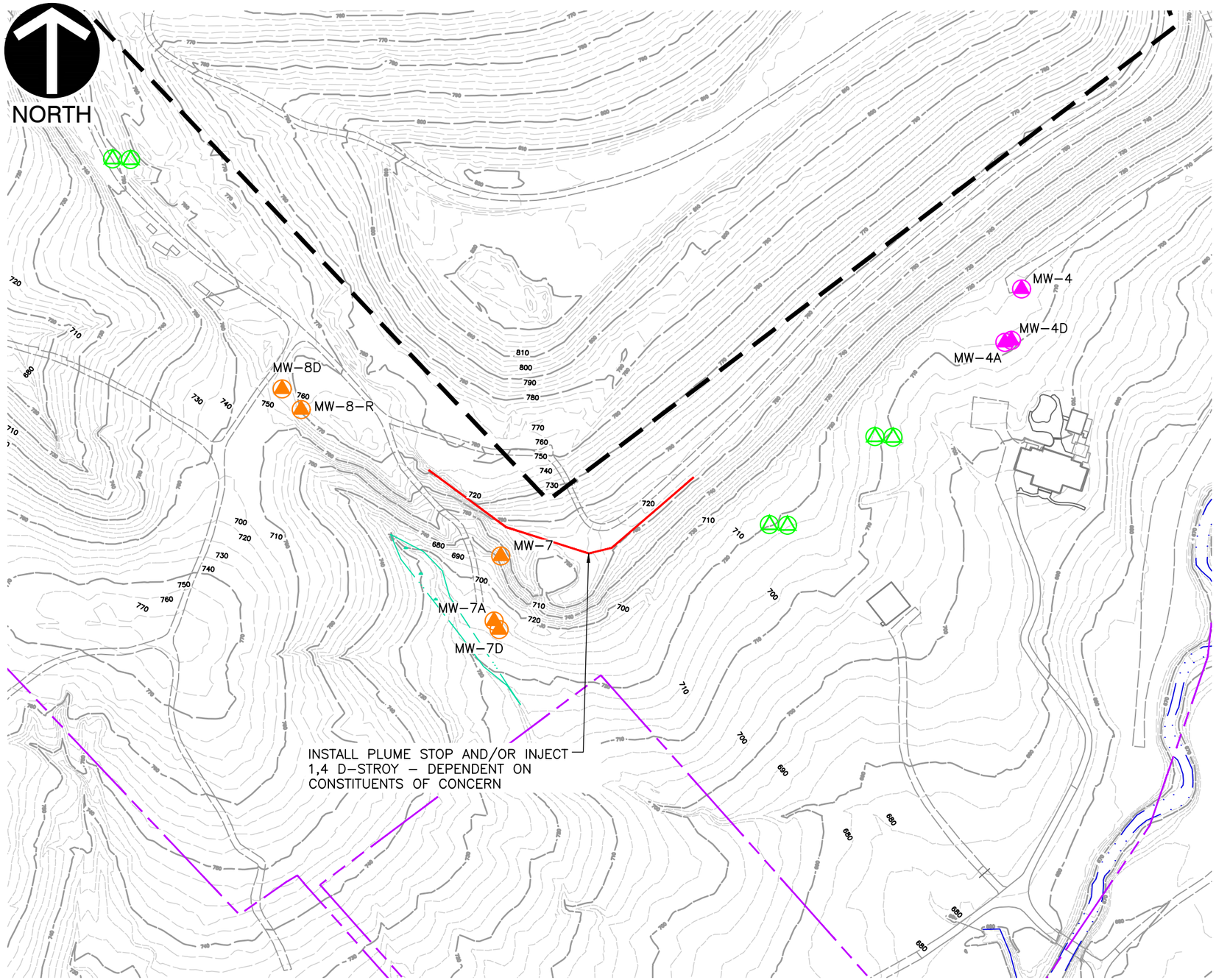
TREATMENT AREAS 1 AND 2
CONTINGENCY ACTIONS

DRAWN BY:	HEC	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT	FIGURE NO.:
DATE:	SEPTEMBER 2025	DWG SCALE:	1"=200'	PROJECT NO:	324-055.ENV1	3

P:\320-000\324-055\-CADD\Dwg\CAP Addendum\Figure 3.dwg{FIGURE 3} LS:(9/22/2025 - hcupples) - LP: 9/22/2025 10:53 AM



LEGEND

- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- EXISTING 10-FT CONTOUR
- EXISTING 2-FT CONTOUR
- EXISTING EDGE OF UNPAVED ROADWAY
- EXISTING STORM PIPE
- EXISTING STREAM
- EXISTING WETLAND
- EXISTING CLOSED C&D LANDFILL LIMITS OF WASTE
- EXISTING C&D LANDFILL LIMITS OF WASTE
- EXISTING GW MONITORING WELL TO REMAIN
- EXISTING GW MONITORING WELL TO BE RELOCATED
- PROPOSED NEW GW MONITORING WELL
- PROPOSED 10-FT CONTOUR
- PROPOSED 2-FT CONTOUR

SCALE IN FEET

0 150 300

REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

CEC Surveying and Landscape Architects of NC, PLLC.
3701 Arco Corporate Drive
Suite 400
Charlotte, NC 28273
Ph: 980.237.0373
www.cecinc.com

GREENWAY WASTE SOLUTIONS
AT NORTH MECK, LLC.
NORTH MECK C&D LANDFILL
HUNTERSVILLE, NC

TREATMENT AREA 3

DRAWN BY:	HEC	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT	EXHIBIT:	4
DATE:	SEPTEMBER 2025	DWG SCALE:	1"=150'	PROJECT NO:	324-055		

P:\320-000\324-055\-CADD\Dwg\CAP Addendum\Figure 4.dwg[FIGURE 4] LS:(9/22/2025 - hcupples) - LP: 9/22/2025 11:20 AM

APPENDIX A

PLUME STOP®
Liquid Activated Carbon

Specification Sheet

Storage

- Store in original tightly closed container
- Store away from incompatible materials
- Do not allow material to freeze

Handling

- Avoid contact with skin and eyes
- Avoid prolonged exposure
- Observe good industrial hygiene practices
- Wash thoroughly after handling
- Wear appropriate personal protective equipment

Health and Safety

Wash hands after handling. Dispose of waste and residues in accordance with local authority requirements. Please review the Material Safety Data Sheet for additional storage, usage, and handling requirements.

Technical Description

PlumeStop® Liquid Activated Carbon™ is an innovative groundwater remediation technology designed to rapidly remove and permanently degrade groundwater contaminants. PlumeStop is composed of very fine particles of activated carbon (1-2 µm) suspended in water through the use of unique organic polymer dispersion chemistry. Once in the subsurface, the material behaves as a colloidal biomatrix, binding to the aquifer matrix, rapidly removing contaminants from groundwater, and promoting permanent contaminant biodegradation.

This unique remediation technology accomplishes treatment with the use of highly dispersible, fast-acting, sorption-based technology, capturing and concentrating dissolved-phase contaminants within its matrix-like structure. Once contaminants are sorbed onto the regenerative matrix, biodegradation processes achieve complete remediation.

To see a list of contaminants which are treatable using PlumeStop, view the Range of Treatable Contaminants Guide

Application

PlumeStop is easily applied into the subsurface through gravity-feed or low-pressure injection.

Chemical Composition

Water	CAS No. 7732-18-5
Colloidal activated carbon ≤2.5 µm	CAS No. 7440-44-0
Proprietary additives	-

Properties

Physical State	Liquid
Form	Aqueous suspension of colloidal activated carbon particles and additives.
Color	Black
Odor	Odorless
pH	8-10

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REGENESIS®

DATA SHEET

Allonnia 1,4 D-Stroy™ Specifications

Allonnia's 1,4 D-Stroy is a microbial culture containing species of bacteria able to degrade 1,4-dioxane in situ under aerobic conditions in groundwater. The culture is based on naturally occurring bacteria with end products of carbon dioxide and water. 1,4 D-Stroy is an enhanced bioremediation solution for 1,4-dioxane contaminated sites.

Chemical Composition

Non-hazardous, naturally occurring, non-altered aerobic microbes.

Properties

Appearance	Orange cell paste
pH	6.0-8.0
Solubility	Soluble in aqueous matrix

Product Usage

- 1,4 D-Stroy is meant to be used in aqueous aerobic environments. It may be injected into aquifers via injection wells or direct push injection.
- The bacteria may be diluted into aerobic water for short periods (1 day) of time prior to injection.
- Dilution rates should be discussed with Allonnia prior to application.
- Containers should be stored in a refrigerated area out of the sun.
- Product may be stored for up to one month at 4°C temperature.

Product Delivery and Handling

- The quantity of solution is scalable and can be adjusted according to the workplan.
- Store in a cool, dry place at 4°C.
- Both the container and cooler must be returned to Allonnia.

Health and Safety

The 1,4 D-Stroy bacteria are considered non-hazardous. The solution containers should be handled with care while following instructions. Avoid contact with eyes or mouth. Personal protective equipment should always be worn while handling materials and in accordance with the safety data sheet.

Allonnia, LLC
6 Tide Street
Boston, MA 02210

www.allonnia.com

ATTACHMENT 3

REGENESIS SITE HYDROLOGY AND BARRIER MODELING

September 29, 2025

To: *Ron Gilkerson - Griffin Brothers Companies*
Donald Cobb – Civil & Environmental Consultants
Todd Whittle – Civil & Environmental Consultants
Bruce Reilly – Civil & Environmental Consultants

Via email

From: Keith M. Gaskill – Regional Remediation Design Manager, 317-800-4529
Ryan Moore – Program Director PFAS Remediation, 219-286-4838
Patrick Singer – Southeast District Manager, 864-884-4346

Subject: **Site Hydrology and Barrier Modeling**

Introduction

We are presenting Griffin Brothers Companies and Civil & Environmental Consultants (CEC) with this technical memorandum regarding the North Meck Landfill remediation plan segment provided by REGENESIS for the treatment of Per and Polyfluoralkyl Substances (PFAS) and 1,4 Dioxane contaminated groundwater using In-Situ Sorption with Colloidal Activated Carbon (CAC). The proposed remediation will be completed by REGENESIS Remediation Services (RRS). The purpose of this document is to communicate an analysis of site hydraulics and to present the findings of the modeling effort utilized in the preparation of the remediation plan.

Discussion of Site Hydraulics

Civil & Environmental Consultants provided the following statement regarding site hydraulics, "Significant changes to the flow regime in the areas of the stream relocation and Infill 2 expansion are not anticipated based on a review of the hydrogeologic characteristics of the facility. No hydraulic head is being added to the system, nor is groundwater velocity expected to change. There may be a slight flattening or smoothing of groundwater contours indicating a more predictable flow pattern. The existing groundwater divides are expected to remain consistent. The underdrain system planned to be installed beneath the Infill 2 Expansion will prevent any bulging of the water table in this area as it will allow groundwater to continue to discharge in the central valley while channeling such discharge to a downstream point where it can be monitored." Based on the information provided by Civil & Environmental Consultants the stream relocation activities are not expected to

change any hydrogeologic system parameters such that the modeling completed and presented below is invalidated.

Discussion of Site-Specific Barrier Modeling

Injectable colloidal activated carbon (CAC) barriers are an established remediation strategy for PFAS plume retardation and risk reduction. It has been shown to be effective in reduction of 1,4 Dioxane contamination as well. In essence, the approach represents the localized engineering of the soil adsorption coefficient (distribution coefficient) (Kd). This naturally lends itself to modelling as Kd is a fundamental of all fate and transport models. This, in principle, introduces sets of tools to support prediction, design and interpretation of CAC remediations. But CAC adsorption isotherms (numerical representations of adsorptive behavior for each contaminant) are non-linear and sorption of mixed solutes is powerfully competitive. The Kd of any given species in a CAC barrier changes dynamically both spatially and temporally as the solute mix changes owing to differential adsorption. Its dynamic nature precludes application of a single isotherm for a given situation.

A proprietary modelling software developed and used by REGENESIS, PlumeForce™, is used as a tool to support CAC groundwater remediation design and data interpretations. The mass-conservative dialog between multiple compartments is modelled for multiple species in parallel, including biotic and abiotic transformations of amenable species. Competitive adsorption on CAC is accommodated, with individual Kds recalculated for each finite difference. The software also allows hidden competition to be factored in based on informed engineering estimates of likely composition – for example, the impact of the hidden / non-quantified PFAS or in this case, 1,4 Dioxane.

First, the model was set up with representative site parameters. These entries are a high estimation of the actual site conditions to create conservative outputs as a factor of safety. The following is a clip of some of the primary inputs to the model. First the seepage velocity was set to 100 ft/yr, which is expected to be significantly higher than the actual flow velocity. The modeled distance is the modeled domain shown in the charts below. The run time is set for a 30-year longevity of the barrier. Downgradient back diffusion was included in the model, and the final three parameters are defaults for sites such as this.

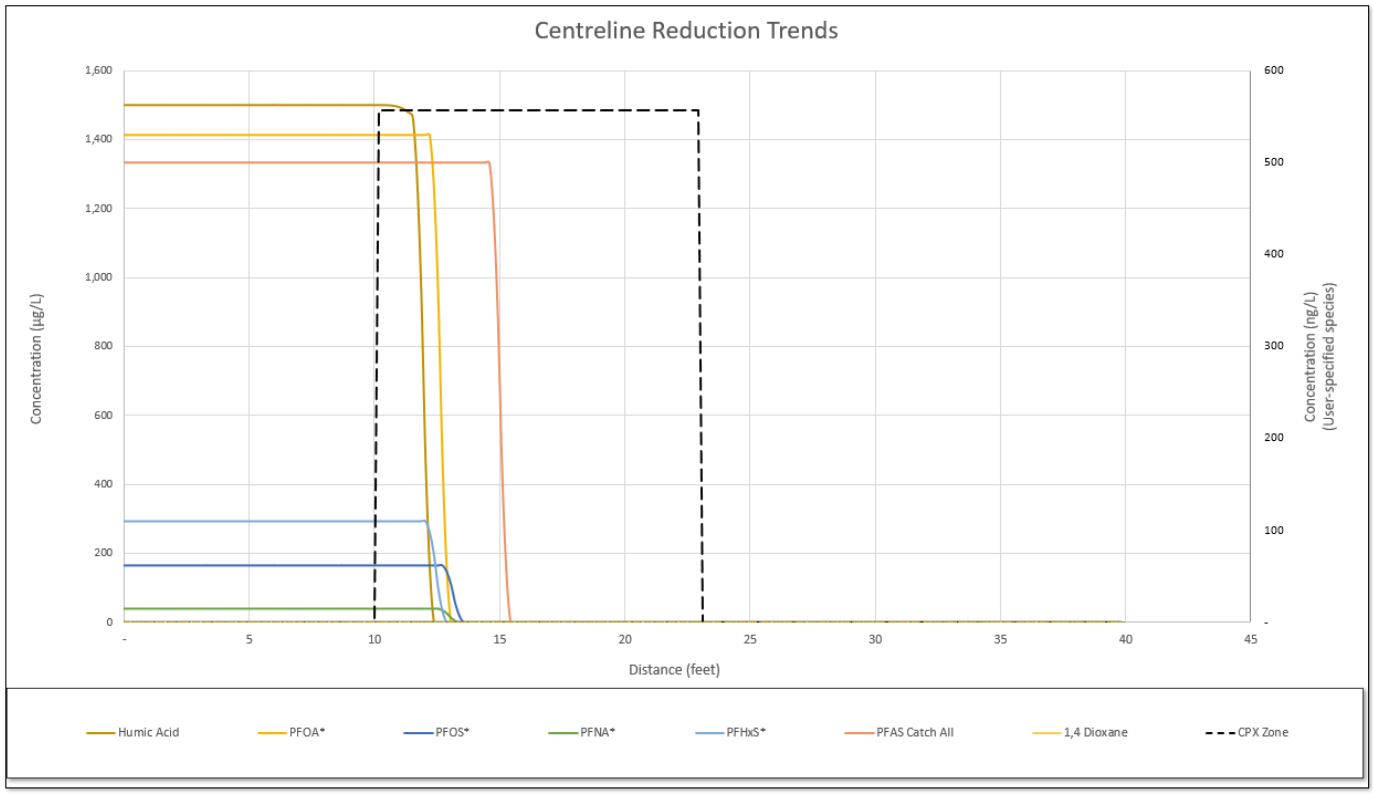
Seepage Velocity = 100 ft/year	Run Time (days) = 10,958	Back diffusion	Soil Bulk Density = 1.65
Modelled Distance = 40 ft	steady state	auto	Effective Porosity = 23%
			Natural f_{oc} = 0.002

Below, the concentration inputs are shown for the model. Humic Acid is a representation of dissolved organic carbon or other compounds that could be in the system that could compete for carbon sites with the target compounds. Four specific PFAS compounds are shown with an additional PFAS “Catch All” to account for the compounds not specified here. The values are from the most recent sampling event at MW-5, which is upgradient to the proposed barrier location and a worst-case scenario of wells in the area. The units are represented in nanograms per mL (ppt).

REGENESIS • 1011 CALLE SOMBRA • SAN CLEMENTE, CA 92673 • WWW.REGENESIS.COM
kgaskill@REGENESIS.COM • 317-800-4529

Humic Acid	1,500
PFOA*	530
PFOS*	62
PFNA*	15
PFHxS*	110
PFAS Catch All	500
1,4 Dioxane	-

The model output shown below is a plume centerline representation of how each contaminant will behave. The dashed line indicates the location of the CAC in the system. The contamination has been absorbed within 5 feet from the front of the barrier indicating effective treatment.



The chart below shows the same parameters as above with 60 ppb of 1,4 Dioxane added.

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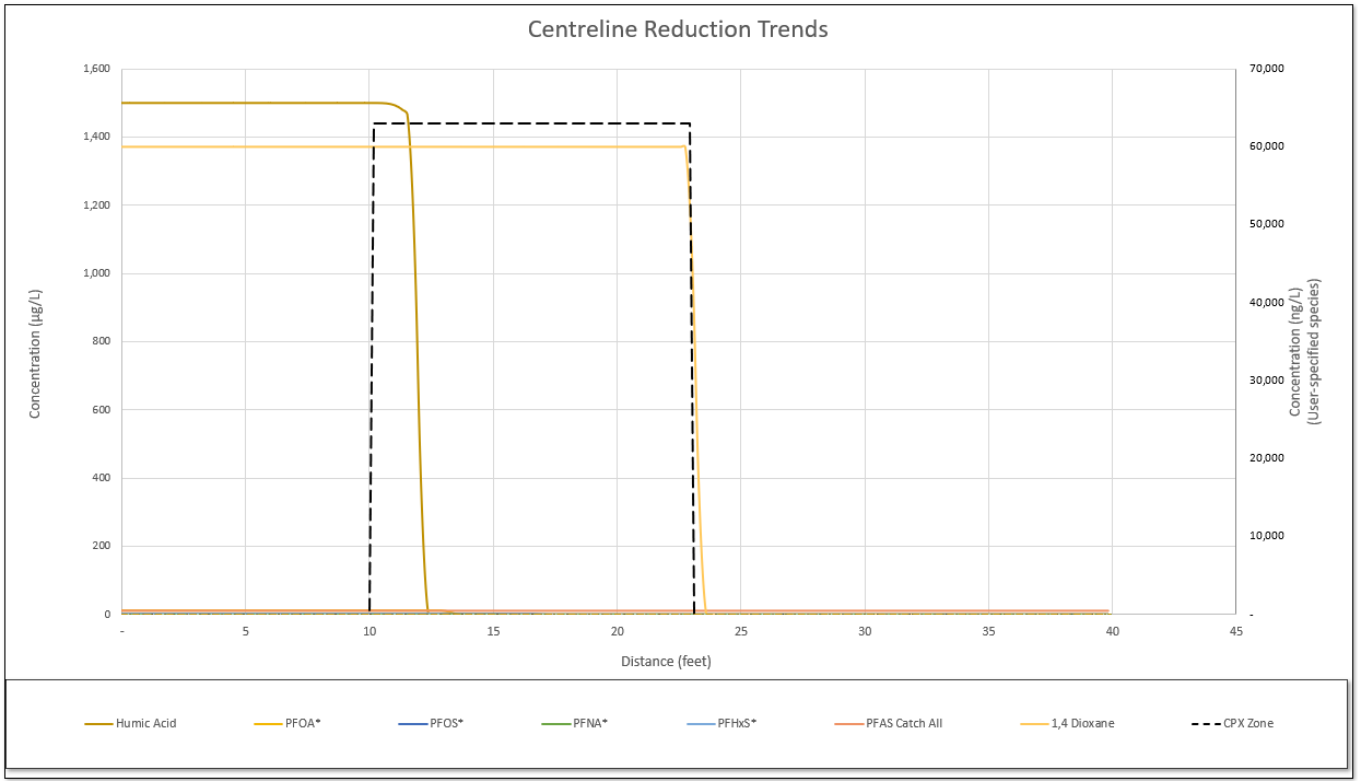
kgaskill@REGENESIS.COM • 317-800-4529

Humic Acid	1,500
PFOA*	530
PFOS*	62
PFNA*	15
PFHxS*	110
PFAS Catch All	500
1,4 Dioxane	60,000

The output below shows the 1,4 Dioxane adsorbing within the barrier as well as all the PFAS compounds that are not visible due to the scale of the chart.



Closing

Our experienced technical team has reviewed all available data provided by CEC for this hydrogeologic setting before generating a design. The remedial design consists of a robust permeable retention barrier (PRB) that includes over 240 geoprobe temporary injection points configured in a 600 ft. +/- treatment line, which was designed to intercept constituents of concern before the site's compliance boundary.

To develop the remedial PRB design, our technical team input conservative groundwater seepage velocities, contaminant mass flux calculations (i.e. based on PFAS and 1,4 Dioxane concentrations),

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kgaskill@REGENESIS.COM • 317-800-4529

and other site-specific data points into our proprietary groundwater contaminant treatment model to provide a sensitivity analysis of the expected performance. As the trendlines demonstrate above, both PFAS and 1,4-dioxane migration into the PRB treatment area would be addressed within the barrier established by this project.

Considering the modeling efforts, CEC's proposed design of the Infill Area that includes a new stream to be relocated around the perimeter of the landfill, and CEC's determination that the site's aquifer hydrogeological characteristics (i.e. primary groundwater flow direction, groundwater velocities, or contaminant mass flux) will not significantly change, the selected remedial option – a colloidal activated carbon (CAC) PRB – will be effective by treating and preventing off-site migration of the listed constituents of concern.

Please feel free to contact us at 317-800-4529 if you have any questions or would like to discuss the treatment plan to best address your needs at the site.

Sincerely,



Keith M. Gaskill, LPG
Regional Remediation Design Manager
Technical Services Group Coordinator

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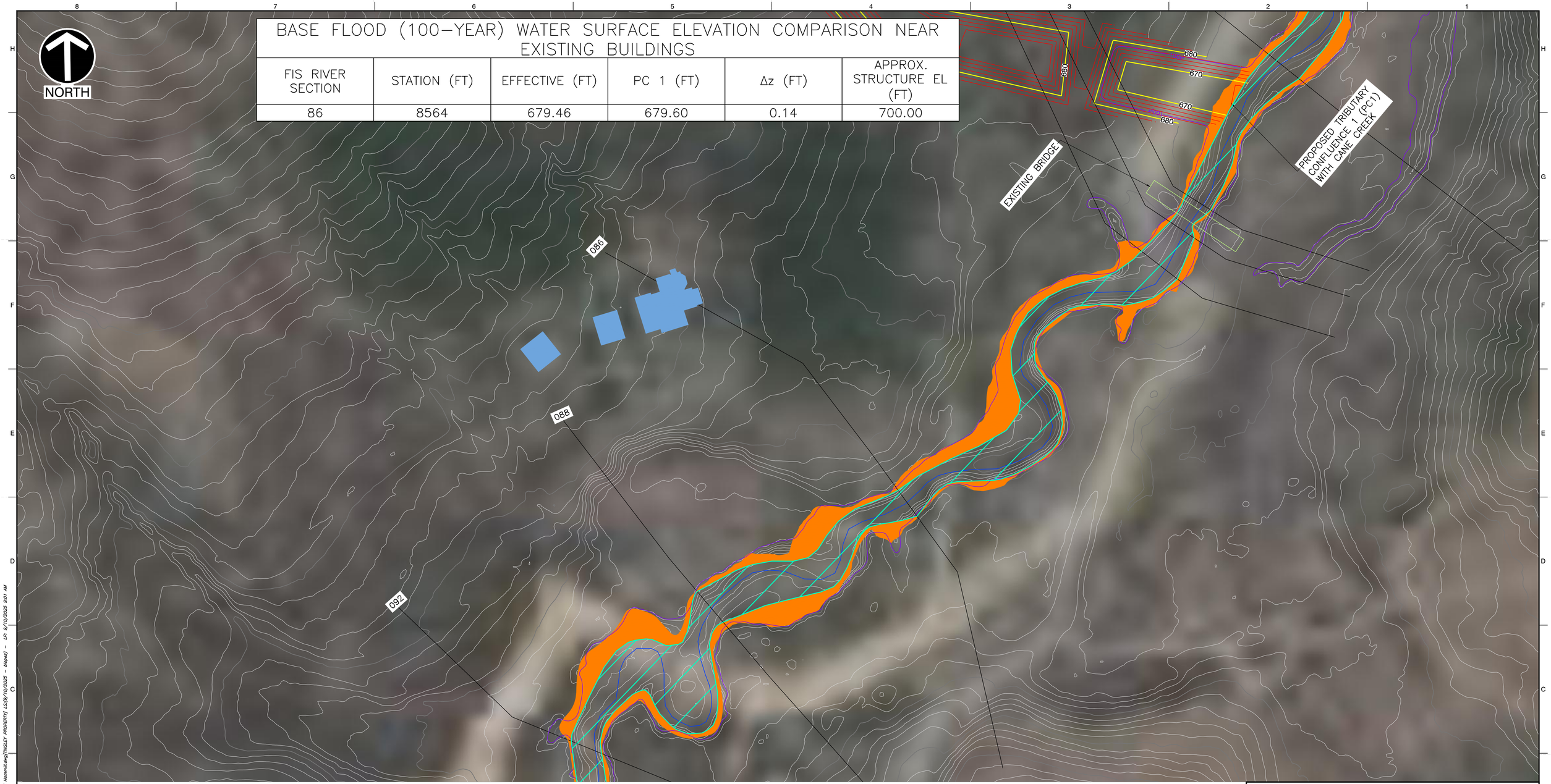
kgaskill@REGENESIS.COM • 317-800-4529

ATTACHMENT 4

FLOOD STUDY RESULT FIGURES

BASE FLOOD (100-YEAR) WATER SURFACE ELEVATION COMPARISON NEAR EXISTING BUILDINGS

FIS RIVER SECTION	STATION (FT)	EFFECTIVE (FT)	PC 1 (FT)	Δz (FT)	APPROX. STRUCTURE EL (FT)
86	8564	679.46	679.60	0.14	700.00



EXISTING STREAM CENTERLINES

EFFECTIVE FEMA REGULATORY FLOODWAY

EXISTING CROSS-SECTIONS

EFFECTIVE 1% ANNUAL CHANCE FLOODPLAIN

PROPOSED CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN

EXISTING MAJOR CONTOURS (INDEX)

EXISTING MINOR CONTOURS (INTERMEDIATE)

PROPOSED MAJOR CONTOURS (INDEX)

PROPOSED MINOR CONTOURS (INTERMEDIATE)

EXISTING BUILDINGS

EXISTING BRIDGE

VERTICAL DATUM: NAVD88

SCALE IN FEET

0 50 100

REFERENCES

1. TOPOGRAPHIC DATA (2.5 FT LIDAR) ACCESSED THROUGH USGS NATIONAL MAP AND SUPPLEMENTED BY PROPOSED GRADING BY CEC, INC.
2. BUILDING ELEVATIONS ARE APPROXIMATE VALUES FROM THE LIDAR SURFACE AND ARE NOT SURVEYED FLOOR ELEVATIONS.

Civil & Environmental Consultants, Inc.
3701 Arco Corporate Drive · Suite 400 · Charlotte, NC 28273
Ph: 980.237.0373 · Fax: 980.237.0372
www.cecinc.com

GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC.
GREENWAY LANDFILL EXPANSION
15416 HOLBROOKS ROAD
HUNTERSVILLE, MECKLENBURG CO., NORTH CAROLINA

DRAWN BY:	JLM	CHECKED BY:	PLM	APPROVED BY:	PLM
DATE:	JUNE 2025	DWG SCALE:	AS SHOWN	PROJECT NO:	324-055

TOPOGRAPHIC WORK MAP
PROPOSED CONDITION 1
TINSLEY PROPERTY

DRAWING NO.: **WR004**
SHEET OF

P:\320-0001\324-055\-CAD\Dwg\2024 Special Use Permit\324055_CLOMR Tinsley and Hammill.dwg[TINSLEY PROPERTY] LS:(9/10/2025 - blayne) - LP: 9/10/2025 9:01 AM

BASE FLOOD (100-YEAR) WATER SURFACE ELEVATION COMPARISON NEAR EXISTING BUILDINGS

FIS RIVER SECTION	STATION (FT)	EFFECTIVE (FT)	PC 1 (FT)	Δz (FT)	APPROX. STRUCTURE EL (FT)
68	6755	673.15	673.83	0.68	680.00

NORTH

081 (8094) 8048 8013 078 072 065 075 (7522) 070 068

CANE CREEK

EXISTING BRIDGE

PROPOSED TRIBUTARY CONFLUENCE 1 (PC1) WITH CANE CREEK

EXISTING STREAM CENTERLINES

EFFECTIVE FEMA REGULATORY FLOODWAY

EXISTING CROSS-SECTIONS

EFFECTIVE 1% ANNUAL CHANCE FLOODPLAIN

PROPOSED CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN

EXISTING MAJOR CONTOURS (INDEX)

EXISTING MINOR CONTOURS (INTERMEDIATE)

PROPOSED MAJOR CONTOURS (INDEX)

PROPOSED MINOR CONTOURS (INTERMEDIATE)

EXISTING BUILDINGS

EXISTING BRIDGE

VERTICAL DATUM: NAVD88

SCALE IN FEET

0 50 100

REFERENCES

1. TOPOGRAPHIC DATA (2.5 FT LIDAR) ACCESSED THROUGH USGS NATIONAL MAP AND SUPPLEMENTED BY PROPOSED GRADING BY CEC, INC.
2. BUILDING ELEVATIONS ARE APPROXIMATE VALUES FROM THE LIDAR SURFACE AND ARE NOT SURVEYED FLOOR ELEVATIONS.

Civil & Environmental Consultants, Inc.
3701 Arco Corporate Drive · Suite 400 · Charlotte, NC 28273
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15416 HOLBROOKS ROAD
HUNTERSVILLE, MECKLENBURG CO., NORTH CAROLINA

DRAWN BY:	JLM	CHECKED BY:	PLM	APPROVED BY:	PLM
DATE:	JUNE 2025	DWG SCALE:	AS SHOWN	PROJECT NO:	324-055

TOPOGRAPHIC WORK MAP
PROPOSED CONDITION 1
HAMMILL PROPERTY

DRAWING NO.: **WR005**

SHEET 2 OF

P:\320-0001\324-055_CAD\Dwg\2024 Special Use Permit\324055_CLOMR Trinity and Hammill.dwg[HAMMILL PROPERTY] LS:(9/10/2025 - blopez) - LP: 9/10/2025 9:01 AM

ATTACHMENT 5

CATAWBA RIVERKEEPER LETTER OF SUPPORT

July 9th, 2025.

Greenway Waste Solutions, LLC
Attn: Mike Griffin
15300 Holbrooks Rd
Huntersville, NC 28031

Mr. Griffin,

Thank you for updating Catawba Riverkeeper concerning the possible future expansion of the Greenway Waste Solutions at North Meck, LLC landfill. In 2019 we assessed the site and ultimately supported the proposal which would have piped approximately 1,750 ft of perennial waters and placed impervious liners over the existing C&D fills and newly buried stream. As we understand it, the plan would now daylight and divert surface waters on the site around the active site to a newly engineered channel. We enthusiastically support these changes, which will remove the possibility of pipe failure and provide onsite stream remediation.

Our organization advocates for the protection of our waters to ensure that they are swimmable, fishable, and drinkable. In general, we are opposed to increases in impervious surface and the diversion of streams as they are detrimental to water quality. However, after 2 site visits, a full stream walk, in-situ measurements at 9 locations, and a macroinvertebrate assessment, Catawba Riverkeeper believes that covering both landfills and redirecting the Unnamed Tributary (UT) to Cane Creek would be in the best interest of current and future water quality.

This nonintuitive recommendation is due to:

1. High levels of iron oxidizing bacteria and elevated conductivity indicate that groundwater from the unlined landfills is currently negatively impacting the UT.
2. Although not assessed by the NC biological assessment branch, our measurements indicate that this stream likely would be listed as impaired for biota. The 303(d) system is poorly suited to address impairment from nonpoint groundwater sources.
3. Covering the existing landfills will minimize or eliminate the infiltration of precipitation through the unlined fills and prevent leachate from entering Cane Creek.
4. Water monitoring and reporting on the unlined fills will end after 30 years. By constructing a new site on top, monitoring will be extended.
5. Siting a landfill at a new location will cause impacts to an additional part of the watershed.

A WATERKEEPER ALLIANCE® Member
102 Main St, Suite 100 McAdenville, NC 28101
Phone: 704-679-9494 Fax: 704-679-9559
www.catawbariverkeeper.org

This recommendation is based on several assumptions. If any of these are invalid, then our support is withdrawn until further examination.

1. A new landfill must be built. Our organization does not have the expertise to predict future construction waste creation and current capacity.
2. Groundwater and surface water will continue to be monitored (and remediated if necessary) for the entire site.
3. Runoff from the developed site will be captured and treated before discharging.
4. The current landfills will remain uncapped (pervious) if a new landfill is not sited on top.
5. Conditions of Cane Creek UT have not drastically improved since 2019.
6. The newly engineered channel is constructed, monitored, and repaired as needed to support aquatic life.

Please let me know if you have any additional questions.

For the River,



Brandon Jones,
Catawba Riverkeeper



Figure 1. Conductivity readings (µS/cm) in UT on 9/3/19. Sites are numbed 1-9 downstream (East) to upstream.



Figure 2. Confluence of Cane Creek (left) and UT (right)





Figure 3. Iron oxidizing bacterial mats between sites 2 and 3.

ATTACHMENT 6

MECKLENBURG COUNTY STORMWATER STREAM RELOCATION SUPPORT EMAIL

Gingerich, Todd

From: Rozzelle, Rusty <Rusty.Rozzelle@mecklenburgcountync.gov>
Sent: Tuesday, May 6, 2025 11:10 AM
To: Gingerich, Todd; DeMaury, Joshua; Edwards, Olivia; John Brown; Bivins, Nathan; ron@griffinbros.com
Subject: RE: [External]North Meck Landfill - SWIM Buffer Mitigation

Follow Up Flag: Follow up
Flag Status: Flagged

Todd,

Please be aware that my staff and I have carefully reviewed the information that you provided and believe that the planned rerouting of the stream around the landfill and buffer restoration are a benefit to the surface water quality in the stream.

From: Gingerich, Todd <tgingerich@cecinc.com>
Sent: Thursday, May 1, 2025 9:44 AM
To: DeMaury, Joshua <Joshua.DeMaury@mecklenburgcountync.gov>; Rozzelle, Rusty <Rusty.Rozzelle@mecklenburgcountync.gov>; Edwards, Olivia <Olivia.Edwards@mecklenburgcountync.gov>; John Brown <JDBROWN@griffinbros.com>; Bivins, Nathan <nbivins@cecinc.com>; ron@griffinbros.com
Subject: RE: [External]North Meck Landfill - SWIM Buffer Mitigation

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

Josh,

If you all are back in town, could you let us know when you are available to meet so we can reschedule?

Thank you,

Todd Gingerich, P.E. | *Vice President*
Civil & Environmental Consultants, Inc.
3701 Arco Corporate Drive, Suite 400, Charlotte, NC 28273
direct 980.260.2108 **office** 980.237.0373 **mobile** 704.718.5965
www.cecinc.com

WE OWN IT. Senior Leadership • Integrated Services
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From: DeMaury, Joshua <Joshua.DeMaury@mecklenburgcountync.gov>
Sent: Wednesday, April 30, 2025 8:51 AM
To: Gingerich, Todd <tgingerich@cecinc.com>; Rozzelle, Rusty <Rusty.Rozzelle@mecklenburgcountync.gov>; Edwards, Olivia <Olivia.Edwards@mecklenburgcountync.gov>; John Brown <JDBROWN@griffinbros.com>; Bivins, Nathan

<nbivins@cecinc.com>
Subject: RE: [External]North Meck Landfill - SWIM Buffer Mitigation

Good morning Todd,

Apologizes on this, but unfortunately Rusty, Olivia, and myself are out of the office today. We will need to reschedule. Sorry for the inconvenience and short notice.

Thanks!

Josh DeMaury, PWS
Environmental Supervisor
LUESA | Charlotte-Mecklenburg Storm Water Services
Mecklenburg County Government
704-280-0660 | MeckNC.Gov
StormWater.CharMeck.org

-----Original Appointment-----
From: Gingerich, Todd <tgingerich@cecinc.com>
Sent: Wednesday, April 16, 2025 3:53 PM
To: Gingerich, Todd; Rozzelle, Rusty; Edwards, Olivia; DeMaury, Joshua; John Brown; Bivins, Nathan
Subject: [External]North Meck Landfill - SWIM Buffer Mitigation
When: Wednesday, April 30, 2025 9:00 AM-10:00 AM (UTC-05:00) Eastern Time (US & Canada).
Where: Microsoft Teams Meeting

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

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 238 306 432 970 6

Passcode: ht9qQ2ni

Dial in by phone

+1 929-341-4269,,742786307# United States, New York City

Find a local number

Phone conference ID: 742 786 307#

For organizers: Meeting options | Reset dial-in PIN

ATTACHMENT 7

MARKET STUDY REPORT

Stewart, Martin & McCoy
Appraisal | Brokerage | Consulting

3604 Shannon Road, Suite 103
Durham, NC 27707
Office (919) 425-5856
www.stewart-martin.com

October 10, 2025

Planning Department
Town of Huntersville
101 Huntersville-Concord Road
Huntersville, NC 28078

Re: Market Studies
Public Hearing
SUP Request
Greenway West Solutions North
Mecklenburg Landfill

Sir

Enclosed is the market study for the above-mentioned property, prepared for the Public Hearing on October 21, 2025, for a Special Use Permit application. This study includes a summary of sales data and an analysis of market activity over the past three years, including sales in the Vermillion development near the Greenway Landfill and near the Charlotte Motor Speedway Landfill. It also contains maps, charts, photographs, and conclusions based on my site inspections, analysis, and general real estate experience and knowledge.

Please feel free to contact me if you have any questions.

Sincerely,

I. Jarvis Martin

State Certified General Appraiser

NC# A-1575

3604 Shannon Road, Suite 103
Durham, NC 27707
Office (919) 425-5856
www.stewart-martin.com

Scope of Work

I reviewed site plans and visited the subject site, as well as the surrounding area. I also visited the Charlotte Motor Speedway Landfill site and the surrounding areas.

The Greenway site has been in operation since 1992 and encompasses approximately 220 acres. We researched market activity over the past three years within the Vermilion development, which is located across the street from the subject site. Homes in this development were sold to buyers with full knowledge of the nearby Greenway Landfill site.

We also analyzed sales activity from the Stoneybrook Station development, which lies within the same market area but is not near the Greenway site. Data from both developments were compared to determine if there were any significant differences in sales price, days on market, and list-to-sale price ratio. This analysis aimed to identify whether proximity to the landfill has had any adverse impact on property values or market demand.

Additionally, we examined sales activity around the Charlotte Motor Speedway landfill site.

Further market research was conducted on Trails End Lane and adjoining properties on the southside of the landfill site.

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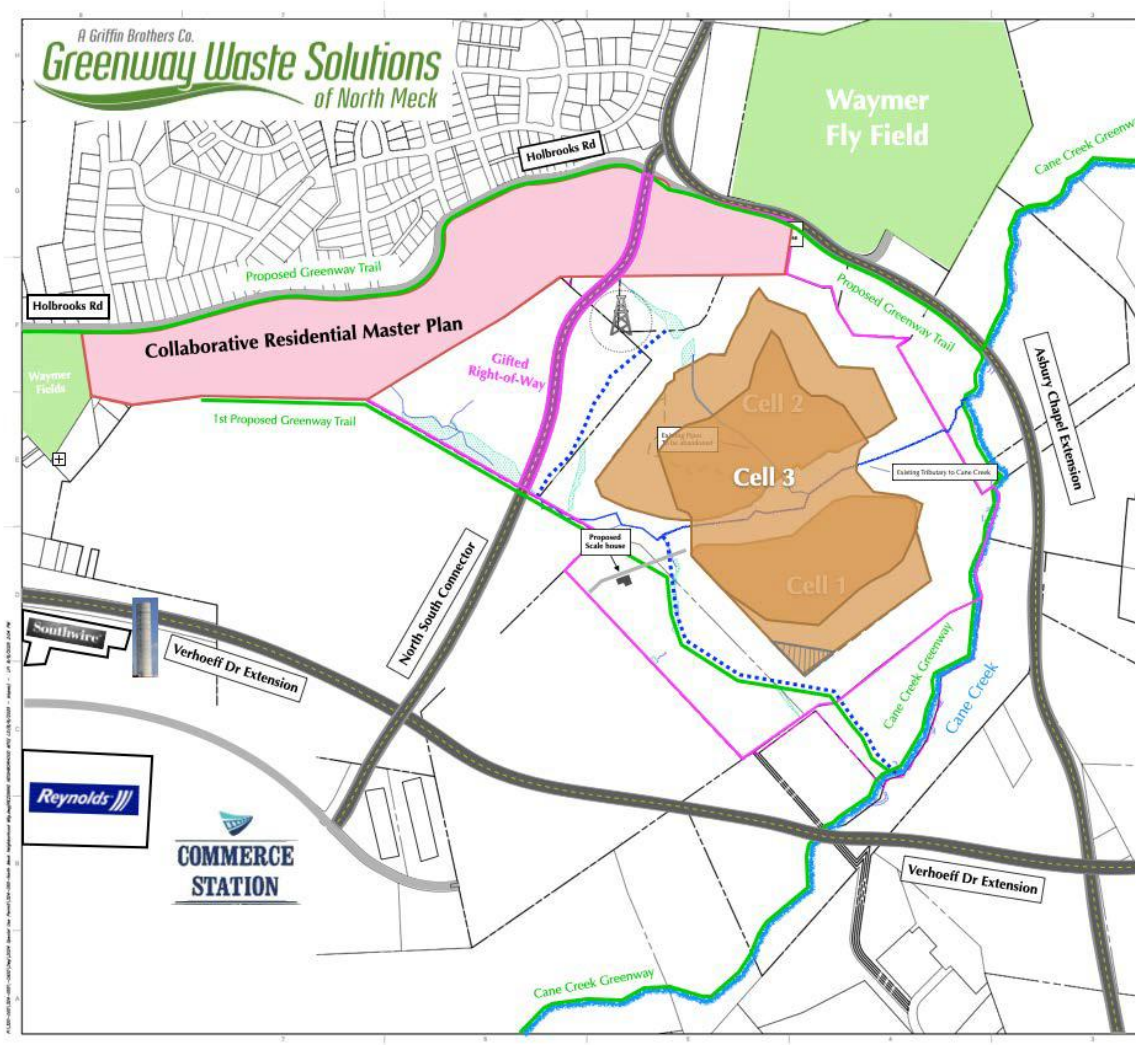
Durham, NC 27707
Office (919) 425-5856
www.stewart-martin.com

Subject Photo: 15300 Holbrooks Road (landfill)





Subject Site Map:



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Study 1A Photo:



Typical Dwelling



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Study 1A:

Summary of the Market Data: Vermillion Development (across the street)

Over the past 36 months, market activity has demonstrated strong demand for residential sales. In the Vermillion community, located across the street from the subject site, there were a total of 151 sales transactions. Of these, 134 closed sales had prices ranging from $360,000 to $1,200,000. Days on market ranged from 0 to 520, with an average of 22 days.

Currently, there are 6 homes under contract with list prices ranging from $425,000 to $703,200 and an average of 25 days on market. There are also 11 active listings with list prices ranging from $414,000 to $674,000, averaging 36 days on market.

The list-to-sale price ratio ranges from 99% to 105%, and the sales price per square foot ranges from $155 to $309.

Market Analysis

Mls Status: Active (11)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	2	$414,900	-	$425,000	$382,000	2	7	2,051	$194.80	$194.80	0.10	$2,285,714.29	-	-	2004
Max	5	5	$819,900	-	$819,900	$638,900	103	105	3,850	$250.33	$250.33	0.35	$4,850,000.00	-	-	2021
Avg	4	4	$639,327	-	$658,054	$532,155	36	47	2,962	$217.48	$217.47	0.19	$3,557,845.92	-	-	2015
Median	4	4	$674,900	-	$745,000	$572,000	30	36	3,218	$212.99	$212.99	0.20	$3,787,873.74	-	-	2017

Mls Status: Under Contract-Show (6)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	3	$495,000	-	$495,000	$425,070	4	4	1,736	$193.54	$193.54	0.19	$1,859,998.00	-	-	2007
Max	5	5	$929,999	-	$950,000	$703,200	79	81	4,693	$285.14	$285.14	0.50	$3,625,000.00	-	-	2019
Avg	4	4	$765,817	-	$774,150	$611,828	25	26	3,379	$234.06	$234.06	0.32	$2,567,832.37	-	-	2013
Median	4	4	$772,450	-	$772,450	$640,100	13	13	3,537	$240.58	$240.58	0.31	$2,486,842.11	-	-	2013

Mls Status: Closed (134)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	2	2	$350,000	$360,000	$350,000	$			1,300	$155.46	$155.46	0.04	$905,312.50	$177.60	93.18%	1999
Max	6	5	$999,995	$989,000	$1,200,000	$820,800	532	580	5,047	$308.98	$308.98	0.72	$9,000,000.00	$254.08	109.51%	2023
Avg	4	3	$631,853	$630,713	$637,671	$508,160	22	27	2,905	$222.61	$220.66	0.25	$2,928,455.70	$202.78	99.81%	2014
Median	4	3	$627,050	$623,150	$635,000	$529,200	5	6	2,954	$215.93	$215.84	0.23	$2,776,388.89	$200.33	100.00%	2014

Mls Status: All (151)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	2	2	$350,000	$360,000	$350,000	$			1,300	$155.46	$155.46	0.04	$905,312.50	$177.60	93.18%	1999
Max	6	5	$999,995	$989,000	$1,200,000	$820,800	532	580	5,047	$308.98	$308.98	0.72	$9,000,000.00	$254.08	109.51%	2023
Avg	4	3	$637,721	$630,713	$644,625	$514,027	23	29	2,928	$222.69	$220.96	0.24	$2,959,975.92	$202.78	99.81%	2014
Median	4	3	$645,000	$623,150	$647,000	$539,700	7	7	2,975	$215.95	$215.88	0.23	$2,785,714.29	$200.33	100.00%	2014

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1B Photo:



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Study 1B:

Summary of Market Data- Stoney Brook Station

This development is within the same market area but is NOT near the Greenway landfill.

Over the past 36 months, there have been a total of 25 transactions, including 21 closed sales. Sale prices ranged from $252,400 to $474,400, with days on market ranging from 1 to 202 and an average of 29 days.
Currently, there are no properties under contract. There are 4 active listings, with list prices ranging from $376,000 to $489,900.
The list-to-sale price ratio ranges from 99% to 110%, and the price per square foot ranges from $177 to $230.

Market Analysis

Mls Status: Active (4)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	3	$409,900	-	$417,500	$364,800	29	80	1,941	$187.54	$187.54	0.09	$4,269,791.67	-	-	2020
Max	5	3	$584,000	-	$596,000	$482,900	105	105	3,114	$215.10	$215.10	0.13	$4,442,105.26	-	-	2020
Avg	4	3	$458,350	-	$467,500	$399,950	80	93	2,245	$206.68	$206.68	0.10	$4,394,407.18	-	-	2020
Median	3	3	$419,750	-	$428,250	$376,050	93	93	1,962	$212.05	$212.05	0.10	$4,432,865.89	-	-	2020

Mls Status: Closed (21)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	3	$384,500	$389,000	$384,500	$252,400	1	1	1,858	$176.74	$176.74	0.09	$2,850,000.00	$184.53	91.27%	2019
Max	5	3	$585,000	$580,000	$590,000	$474,400	202	202	3,116	$230.09	$230.09	0.20	$4,777,777.78	$184.53	102.11%	2021
Avg	4	3	$466,657	$459,995	$473,919	$368,367	29	33	2,339	$198.23	$198.23	0.12	$3,921,190.73	$184.53	98.51%	2020
Median	4	3	$448,000	$440,000	$450,000	$372,600	13	15	2,258	$196.78	$196.78	0.11	$4,263,157.89	$184.53	99.98%	2020

Mls Status: All (25)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	3	$384,500	$389,000	$384,500	$252,400	1	1	1,858	$176.74	$176.74	0.09	$2,850,000.00	$184.53	91.27%	2019
Max	5	3	$585,000	$580,000	$596,000	$482,900	202	202	3,116	$230.09	$230.09	0.20	$4,777,777.78	$184.53	102.11%	2021
Avg	4	3	$465,328	$459,995	$472,892	$373,420	37	42	2,324	$199.58	$199.58	0.12	$3,996,905.36	$184.53	98.51%	2020
Median	4	3	$444,990	$440,000	$450,000	$372,600	16	23	2,250	$197.03	$197.03	0.10	$4,280,000.00	$184.53	99.98%	2020

Stoney Brook Station is a smaller development compared to Vermillion in terms of the number of homes, average dwelling size, and overall price point. In contrast, homes in Vermillion—located across the street from the subject site—are larger and higher in price. However, both developments show similar list-to-sale price ratios, with Vermillion achieving a higher average sales price per square foot.
This market data supports the conclusion that proximity to the landfill has **not** had an adverse impact on property values or market demand.

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1C: GIS Map of homes in Vermillion, located across from Greenway.



Sales History of homes across the street from Greenway

The enclosed GIS map shows the homes in Vermillion development across the street from the Greenway Landfill. These 14 homes were constructed & sold during the time of 2021-2023. All these homes sold within the normal price range, & price per square foot as supported in the prior sale chart for the entire Vermillion development. The property at 13718 Berkley Ave, sold on 02/16/2022 for $604,000 & resold on 1/16/25 for $763,000 an increase of $159,000 over 35 months at a 21% increase in value. This data provides additional market support, that homes near landfills are not adversely impacted in terms of value & market demand

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	Parcel ID	Postal Address	Property Use	Land Area	Sale Price	Sale Date	Qualified Sale	Tax Assessed year	Tax Assessed Val	Sq. Ft	Year Built	Bedrooms	Full Baths
1	01937269	14941 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.170 AC	$0.00 $394,000.00	12/7/2021 3/31/2021	No	2023 2022 2021	$508,200 $346,200 $224,300	3160	2020	4	2
2	01937270	14945 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.170 AC	$350,000.00	1/22/2021	Yes	2023 2021	$506,900 $341,300	3192	2020	4	2
3	01937271	14949 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.170 AC	$368,500.00	1/20/2021	Yes	2023 2021	$528,900 $361,000	3520	2020	4	2
4	01937272	14953 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.180 AC	$330,000.00	1/14/2021	Yes	2023 2021	$450,500 $302,600	2488	2020	3	2
5	01937273	14957 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.160 AC	$352,500.00	1/25/2021	Yes	2023 2021	$504,500 $343,300	3220	2020	4	2
6	01937274	14961 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.150 AC	$0.00 $386,500.00	5/6/2025 5/20/2021	No	2023 2022 2021	$510,900 $343,400 $100,000	3408	2021	5	3
7	01937275	14965 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.140 AC	$388,000.00	3/26/2021	Yes	2023 2022 2021	$486,700 $329,700 $215,700	3140	2020	4	2
8	01937276	14969 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.140 AC	$411,500.00	4/1/2021	Yes	2023 2022 2021	$503,700 $342,500 $222,500	3160	2020	4	2
9	01937277	14973 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.210 AC	$373,000.00	4/8/2021	Yes	2023 2022 2021	$447,100 $299,800 $200,700	2584	2020	3	2
10	01937234	13722 BERKLEY AV HUNTERSVILLE NC 28078	Single-Family	0.380 AC	$763,000.00 $604,000.00	1/16/2025 2/16/2022	Yes	2023 2022 2021	$629,100 $269,700 $70,000	4599	2021	3	3
11	01937235	13718 BERKLEY AV HUNTERSVILLE NC 28078	Single-Family	0.280 AC	$586,500.00	2/1/2022	Yes	2023 2022 2021	$658,300 $237,800 $70,000	4602	2021	4	4
12	01937236	13712 BERKLEY AV HUNTERSVILLE NC 28078	Single-Family	0.260 AC	$586,000.00	12/30/2021	Yes	2023 2022 2022 2021	$643,000 $434,100 $302,500 $100,000	4627	2021	4	4
13	01937237	13708 BERKLEY AV HUNTERSVILLE NC 28078	Single-Family	0.290 AC	$516,500.00	12/23/2021	Yes	2023 2022 2022 2021	$594,400 $402,700 $283,400 $100,000	4101	2021	3	3
14	01937238	13704 BERKLEY AV HUNTERSVILLE NC 28078	Single-Family	0.330 AC	$531,000.00	6/2/2022	Yes	2023 2022 2021	$452,900 $201,200 $100,000	2518	2021	3	2

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This data supports that the homes on Berkley Avenue—constructed and sold approximately 30 years after the Greenway Landfill began operations—exhibit similar market demand, pricing, and appreciation trends as other homes within the Vermillion development.

Properties south of the subject site on Trails End Lane show there are three residential homes. The only sale in this immediate area, was 11743 Trails End Lane in 2000 for $350,000 which resold in 2014 for $820,000. The current estimated market value is now $ 1.4 million. The other two properties have not sold and have been owned by same owners for several years.

Adjacent to these homes are two large parcels of land. Parcel A is a 19-acre tract purchased by Greenway Lanfill in 2023 for $2.8 million, or $147,368 per acre. This parcel was purchased for future development. Parcel B- Adjoining this 19-acre parcel is a 40-acre site designed currently as a future Light Industrial Park. This parcel is currently under contract for over $5 million or $125,000 per acre, based on our market research.

See enclosed site map of proposed Industrial Park (pg.12).

These transactions provide market-based evidence that buyers are willing to purchase properties—and pay competitive prices—for land located adjacent to or in proximity to a landfill.

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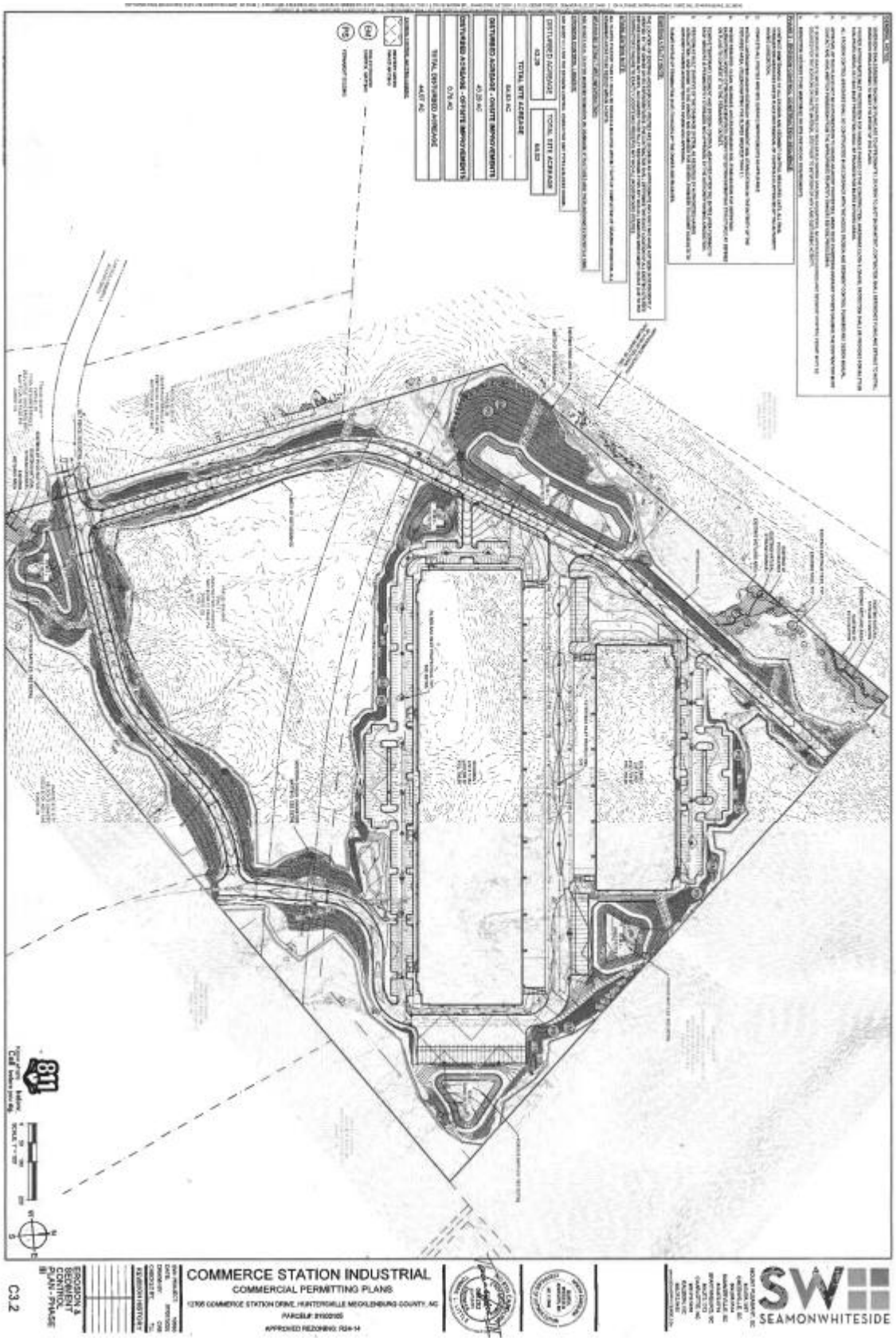

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Charlotte Motor Speedway Landfill

A search of the area near the Charlotte Motor Speedway Landfill was completed for any market transactions on property abutting or in close proximity to the landfill. The following transactions was discovered.

1. Jay M. Robinson High School, 300 Pitts School Road SW, Concord NC. A 77 acre parcel purchased in 1999 for $2,000,000 per public records. In 2001 a new high school with over 259,000 square feet was constructed. This parcel currently has a tax value of $43,000,000 and abuts the landfill property. (see photo)





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2. Across Pitts School Road is the Morris Glen Development.
   The homes in this development were constructed from 1988 thru 2008, well after the opening of the Charlotte Motor Speedway Landfill. The enclosed chart shows sales activity from September 2000 to September 2025. Home prices range from $286,000 to over $765,000 with a mean value of $499,000. Average days on market is 25, with a list price/ sales ratio of 92% to 108%. These facts support a good market comparable to other similar markets in the Concord area (See sales chart).

Market Analysis

Mls Status: Active (1)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	5	4	$599,500	-	$640,000	$573,380	29	29	2,845	$210.72	$210.72	0.30	$1,998,333.33	-	-	2006
Max	5	4	$599,500	-	$640,000	$573,380	29	29	2,845	$210.72	$210.72	0.30	$1,998,333.33	-	-	2006
Avg	5	4	$599,500	-	$640,000	$573,380	29	29	2,845	$210.72	$210.72	0.30	$1,998,333.33	-	-	2006
Median	5	4	$599,500	-	$640,000	$573,380	29	29	2,845	$210.72	$210.72	0.30	$1,998,333.33	-	-	2006

Mls Status: Under Contract-Show (2)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	2	$384,900	-	$385,000	$269,860	8	8	1,860	$195.88	$195.88	0.46	$802,083.33	-	-	1992
Max	3	2	$385,000	-	$424,900	$366,650	140	140	1,965	$206.99	$206.99	0.48	$836,739.13	-	-	1993
Avg	3	2	$384,950	-	$404,950	$318,255	74	74	1,913	$201.43	$201.44	0.47	$819,411.23	-	-	1993
Median	3	2	$384,950	-	$404,950	$318,255	74	74	1,913	$201.43	$201.44	0.47	$819,411.23	-	-	1992

Mls Status: Closed (54)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	2	$300,000	$286,000	$300,000	$216,490			1,738	$116.49	$116.49	0.29	$538,732.39	$116.49	92.02%	1988
Max	7	5	$785,000	$765,000	$815,000	$550,590	156	193	3,906	$255.91	$239.59	1.42	$1,837,931.03	$219.22	108.05%	2007
Avg	4	3	$470,993	$471,936	$480,149	$338,911	25	29	2,559	$187.08	$185.55	0.44	$1,169,926.92	$175.85	100.32%	1999
Median	4	3	$487,500	$484,000	$499,000	$331,365	11	11	2,527	$190.53	$189.48	0.44	$1,125,736.10	$177.10	100.00%	2001

Mls Status: All (57)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	2	$300,000	$286,000	$300,000	$216,490			1,738	$116.49	$116.49	0.29	$538,732.39	$116.49	92.02%	1988
Max	7	5	$785,000	$765,000	$815,000	$573,380	156	193	3,906	$255.91	$239.59	1.42	$1,998,333.33	$219.22	108.05%	2007
Avg	4	3	$470,228	$471,936	$480,318	$342,300	27	30	2,542	$188.00	$186.55	0.44	$1,172,161.57	$175.85	100.32%	1999
Median	4	3	$485,000	$484,000	$499,000	$334,800	11	11	2,524	$191.39	$190.77	0.44	$1,119,565.22	$177.10	100.00%	2001

Based on the above market data and analysis we conclude there is no adverse impact on properties abutting or in close proximity to a construction and demolition debris landfill. There are several examples of high price single family residential developments, or mix-use developments that have been constructed across the street or near these landfills in Mecklenburg, Wake, and other counties in North Carolina. Vermillion is a prime example of this fact. These new developments support the fact construction and demolition debris landfills are in harmony with the surrounding area. The expansion of this landfill will not impact or change the character of the area and will remain in harmony with the surrounding area as it has been for over 30 years.

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Environmental Hazards/ Ground Water

The Vermillion development, located on the north side of the Greenway Landfill, sits at a higher elevation than the landfill itself. As a result, there is minimal to no concern that homes in this area would be adversely affected by potential groundwater contamination. In contrast, three homes and two large vacant parcels on the south side lie within the area that could be impacted if such contamination were present. Based on my understanding, these homes are situated on large lots and are currently connected to the public water system.

Environmental hazards and their impact on property values do not conform to a uniform model where all properties are affected equally or where the market responds in the same way following contamination and subsequent cleanup. A review of several articles published by *The Appraisal Journal* of the Appraisal Institute supports this conclusion. The prevailing consensus in these articles centers around the concept of "market stigma," which is influenced by various factors related to the nature and circumstances of the contamination.

1. What is the contamination, and what was the cause?
2. How many people and area impacted?
3. What is the media exposure and general attitude of the public?
4. What is the cleanup process and time to complete?
5. What potential health impact to the people affected?
6. Did the entity that cause the problem, take full responsibility for the problem and is stepping up in a timely manner to address the cleanup, assist property owners impacted and take steps to prevent any future problems

If the above matters are addressed properly, and quickly with minimal impact to the area and people affected, the market sigma is viewed as little to no adverse impact on property values over a reasonable time. If the above conditions are not addressed properly and timely the “market sigma” has a greater impact for a much longer period.

Greenway Landfill has a record of being a responsible community partner in all the locations they operate in as shown in the past here in the Huntersville community.

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Conclusions & Results based Market Study, Analysis, and General Real Estate experience & knowledge.

- The subject landfill has been in operation since 1992. During this time, the Vermillion Development was constructed and all homes were successfully sold. Over the past three years, homes in this market have experienced strong demand and solid price appreciation.
- The properties on the southside of the landfill, remains attractive to potential buyers and developers, based on market data available.
- Market data from areas near the Charlotte Motor Speedway landfill, support demand for land and homes abutting or near the landfill. Finally, market research as shown several high-end developments have been constructed near these landfills in several counties across North Carolina.

Conclusion:

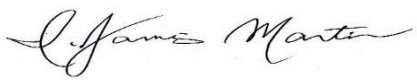
In my professional opinion, based on these market studies enclosed approving the requested Special Use Permit to expand the landfill will have no adverse impact on abutting or nearby properties in terns of value, and market demand. The operation of the Landfill will remain in harmony with the surrounding area as it has been for over 30 years.

Based upon these facts, I recommend the approved of the Special Use Permit for the site at 15300 Holbrooks Rd., Huntersville, NC.

This Neighborhood Market Study is subject to the enclosed Certificate Statement.
Julie Borden, State Certified Appraiser, WT Bryant, State Certified Appraiser, assisted with the research, & writing of this report.

I Jarvis Martin, State Certified General Appraiser completed the analysis, & final recommendation.

Submitted by



I Jarvis Martin

State Certified General Appraiser- A-1575 NC

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CERTIFICATION STATEMENT - APPRAISAL CONSULTING REPORT

We certify that, to the best of my knowledge and belief,

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and liming conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions and recommendations.

I have no present or prospective interest in the property that is the subject of this report, and We have no personal interest or bias with respect to the pares involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

We have no bias with respect to any property that this is the subject of this report or to the pares involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal consulting assignment.

My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the property that is the subject of the report.

No one provided significant real property appraisal or appraisal consultant assistance to the persons signing this certification.

At the time this report was prepared I Jarvis Marn & Walter Snowden III were in good standing with all required continuing education standards of the NC Appraisal Broad.



I Jarvis Martin

Sep 22, 2025

Bradley D. Priest, AICP
Assistant Planning Director, Town of Huntersville

Re: SUP §9.23(i)- The proposed SU will not materially endanger the public health or safety

Brad,

This is a detailed submittal supplement related to your request for more information on the effects on surface water and groundwater resulting from fill placement in the proposed infill area depicted as Cell 3 (NCDEQ submittals - Infill II Expansion). First, I'd like to quickly clarify your public hearing statement that this facility has had surface water and groundwater constituent levels above NCDEQ standards. This is true for groundwater, but this facility has not had an exceedance of surface water standards for organic constituents dating back to 2012 as documented in the latest semi-annual groundwater monitoring report. Historical data extending back to 2003 (start of surface water sampling program) indicates no exceedances of organic constituents in the collected samples. In the spring of 2023, NCDEQ requested the addition of 1,4 Dioxane surface water sampling at four upstream locations. Since that time, 1,4 Dioxane has not been in exceedance of the surface water standards set forth by Cane Creek's Class C standard of 80 parts per billion (ppb). Any exceedances of the 2L standards for groundwater and or the IMAC standards for PFAS were addressed in the Corrective Action Plan (CAP) Addendum submitted to NCDEQ Solid Waste Section on September 22, 2025.

Surface water effect as a result of the approved stream relocation:
Regarding the stream relocation, I concur with the surface water quality benefit statements provided in our submittal by the Catawba River Keeper, Brandon Jones, and by former Mecklenburg County Water Quality Program Manager and his staff.

I want to further highlight that directing water around the existing landfill enhances the environmental stewardship by reducing the potential for water to interact with landfill activities compared to the existing stream location. The new stream channel was designed to accommodate stormwater run-off from the approximately 350-acre drainage area. The stream design incorporates a wider and reinforced channel to handle run-off from stormwater events from future development in the basin. It is important to note that NCDEQ has reviewed and permitted this new stream by granting a 401 Water Quality Certification for the project. In addition, the US Army Corps of Engineers has followed suit with the issuance of a 404 Individual Permit for the new stream design and mitigation of impacts to the existing stream. Enhancements to the stream design to include plantings and instream structures to foster habitat for aquatic life were made by CEC following input from the Mecklenburg County Water Quality group. It is important to note that this new stream has the capacity to convey run-off from a 500-year storm event. The landfill's current infill area double culvert pipe cannot manage a much larger 350-acre drainage area. Per the submitted Cane Creek flood study report, the increase in the 100-year Base Flood Water Surface Elevation is not materially significant to the three existing residences

along Cane Creek. Furthermore, the County's forthcoming Cane Creek stream restoration project will most likely reduce the 100-year flood water elevation below its current levels including the new volume from the redirected creek. In conclusion, the redirected stream will create (from Mecklenburg Couty Water Quality: "tremendous uplift for water quality") positive environmental enhancements to this site and surrounding area.

Environmental effects of fill in between and eventually above portions of Cell 1 & Cell 2:
I want to address your questions about the effects of Cell 3 (NCDEQ Infill II) fill area related to remediating existing or future groundwater impacts. The location of Cell 3 has no negative impact on the remediation of 1,4-Dioxane and PFAS.

Our submittal that details the voluntary implementation of Regenesis' Permeable Retention Barrier (PRB) system will ensure that compliance is maintained at the 200' property line buffer (NCDEQ 13B .0545 describes the Compliance boundary). The groundwater that follows the normal flow path will be treated by the PRB. The PRB is a down-gradient injection barrier to capture, treat, and eliminate 1,4-Dioxane and PFAS at the primary discharge point; temporary injection wells will be placed within and just up-gradient of the infill area prior to construction to intercept and treat constituents moving in the primary groundwater flow direction. Regenesis has stated that these injection products remain effective for 30 years. Our proposed CAP Addendum submitted to NCDEQ's Solid Waste Section outlines the CEC/Regenesis remediation design and treatment program.

In summary, as stated in the Regenesis Statement of Qualifications document provided, the low levels of 1,4 dioxane and PFAS constituents detected within the infill area can be effectively captured, treated and eliminated with the recommended remedial program throughout the Cell 3 fill area. It is important to note that concentrations of 1,4 dioxane on-site are present in low part per billion concentrations. To add perspective, a part per billion concentration is equivalent to one drop of water in an Olympic size swimming pool.

A geomembrane cap (impermeable liner) prevents rainwater infiltration, which eliminates the possibility of leachate generation. In addition, a base liner geomembrane system will capture liquids generated throughout the life of the landfill. This liquid will be directed to a leachate collection system where it can be monitored, treated and discharged to a permitted Public Operated Treatment Works (POTW). As an added enhancement to this design, an underdrain will be installed below the base liner geomembrane system to direct any surface or subsurface flow to a monitored outfall.

Based on the site's hydrogeological data, groundwater is expected to move roughly 5ft per year. The required property line buffer for a C&D landfill facility is 200ft from the waste, which allows 40-years to capture and remediate groundwater constituents before leaving the property. The existing monitoring wells where 1,4-Dioxane and PFAS were detected in concentrations above the NCDEQ standards are located a minimum of 500ft from our property line, therefore GWS has more than 100 years to remediate this issue. This by no means implies that NCDEQ's Solid Waste Section would provide us this amount of time to remediate constituents above state standards. This is evidenced by our submittal of the CAP Addendum to remediate 1,4 dioxane and PFAS in the Infill and all other areas outlined at our facility. In addition, an enhanced groundwater well network will be installed as part of this project which will ensure effective

monitoring in the future. The fixed sampling nodes tied to the under-drain and additional wells (including nested pairs) within the extended buffer area makes the monitorability of the site more operationally effective.

I also feel compelled to address other negative environmental impacts if this landfill were to close in the coming years. The negative impact on road infrastructure as a result of the estimated increase of 725,000 of additional truck miles (noted in Mike's presentation) to get to the County's South Mecklenburg landfill and landfills in adjacent counties is obvious, but it is important to note the significant increase to air pollution. We have confirmed Mike's statement that these additional miles would add 2.4 million additional pounds of CO2 to the atmosphere. It is also important to note the negative effects of this landfill closing being it is an approved NCDEQ disaster debris site. This region would lose an important facility to help mitigate the effects of disasters like hurricanes, tornados, and floods.

In conclusion, the design elements that exceed NCDEQ requirements along with the voluntary proposed groundwater remedial program will enhance the environmental stewardship of this project. These design elements have been thoughtfully considered in support of long term continued operation of this site by reducing risks to human health and the environment. Also, these design elements, including many components volunteered by the applicant, will enhance the long-term stewardship of the site when compared to the applicant closing after their remaining capacity ends. Please do not hesitate to contact me if you have questions or wish for more information on this matter.

Best regards,



Todd Gingerich, P.E.

Stewart, Martin & McCoy
Appraisal | Brokerage | Consulting

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Sept. 21. 2025

Planning Department
Town of Huntersville
101 Huntersville-Concord Road
Huntersville, NC 28078

Re: Market Studies
Public Hearing
Zoning Request
Greenway West Solutions North
Mecklenburg Landfill

Sir

Enclosed is the market study for the above-mentioned property, completed for the Public Hearing on 9/23/25 for zoning application on the above property. This study includes a summary of sales data, and market activity analysis of market sales over the past three years, Vermillion development near Greenway Landfill, Charlotte Motor Speedway, Foxhole Disposal & Recycling Center and two landfill sites in Wake County NC. The market study to address value impact and market demand on abutting properties for the SUP Public Hearing on 10/21/25 will be provided by 10/14/2025. This study includes maps, charts, photographs, and conclusions based on my site inspections, analysis, and general real estate experiences and knowledge.

Please call if you have any questions.

Sincerely,

I. Jarvis Martin

State Certified General Appraiser

NC# A-1575

9/21/2025

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Scope of Work:

I reviewed site plans and visited the subject site, as well as, the surrounding area. I also visited the Foxhole and Charlotte Motor Speedway sites and their surrounding areas.

The Greenway site has been in operation since 1992 and encompasses approximately 220 acres. We researched market activity over the past three years within the Vermilion development, which is located across the street from the subject site. Homes in this development were sold to buyers with full knowledge of the nearby Greenway Landfill site.

We also analyzed sales activity from the Stoneybrook Station development, which lies within the same market area but is not near the Greenway site. Data from both developments were compared to determine if there were any significant differences in sales price, days on market, and list-to-sale price ratio. This analysis aimed to identify whether proximity to the landfill has had any adverse impact on property values or market demand.

Additionally, we examined sales activity around the Foxhole and Charlotte Motor Speedway sites, as well as, two landfill sites located in Wake County, NC.

Further market research was conducted on a new residential development located at Trails End Lane and Backwoods. This development has been laid out with approximately 80 lots recorded, and streets with curbs and gutters have been installed. Currently, only one new home is under construction. Photos taken of the current improvements show that over 80% of the homes in this new residential development will have a view of the Piedmont Landfill from either the front or rear of the property.

Finally, our local market research identified a cleared small residential lot on Holbrooks Road located within one-third of a mile from the subject site. Market demand for new homes in this area remains strong.

Additional data has been included from a recent Special Use Permit (SUP) Market Study completed for our client, Griffin Brothers, in Wake County.

- Study 1-A & 1B Vermillion & Stoneybrook Station developments.
- Analysis of home sales across street from Greenway Landfill 1C
- Sales Data & Graphic- Charolette Motor Speed Way 2 A
- Sales Data & Graphic – Foxhole Disposal & Recycling Center 3 A
- Wake County- landfill studies 4 A & B

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Subject Photo: 15300 Holbrooks Road (landfill)





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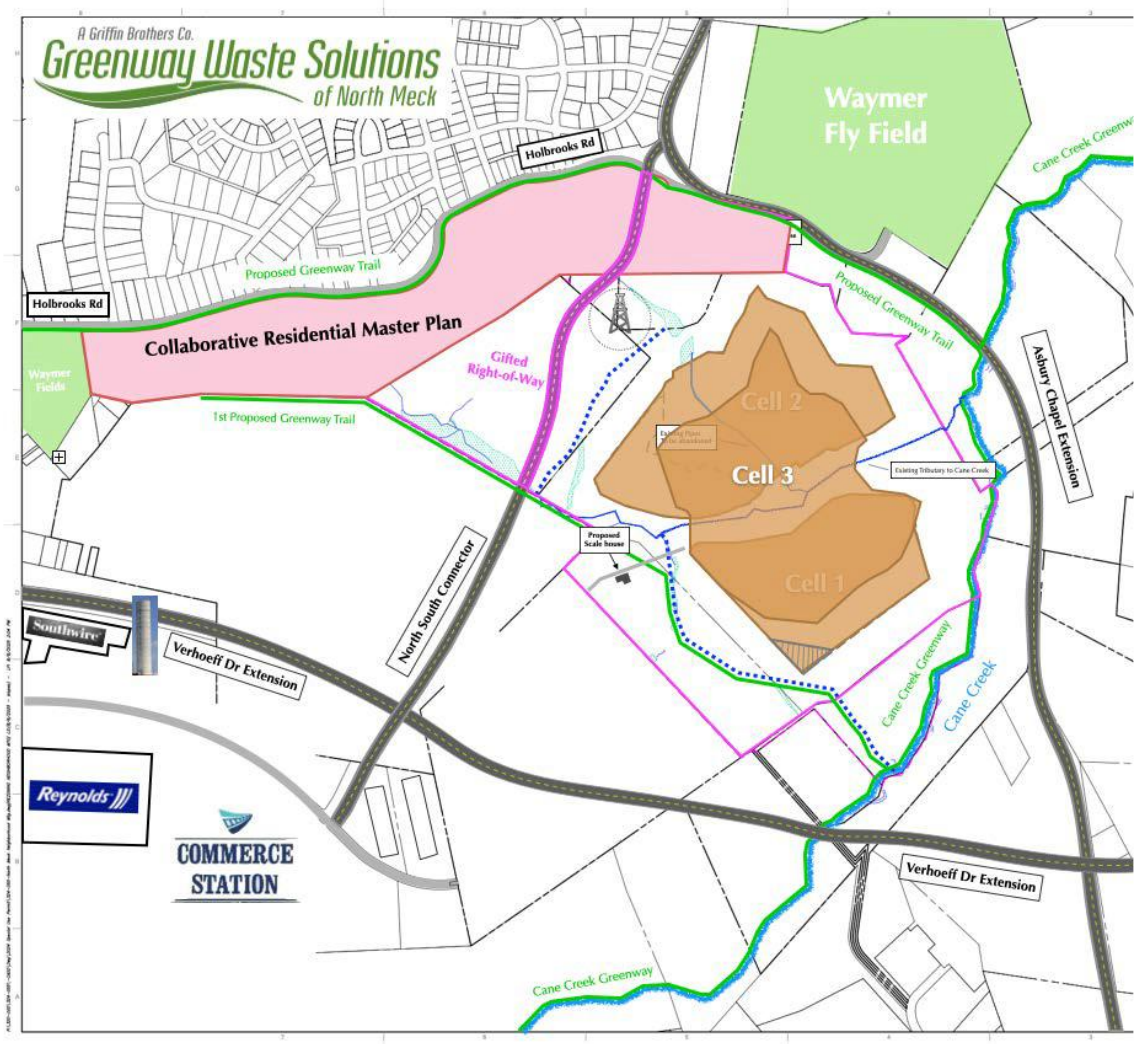
Subject Site Map:



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Study 1A Photo:



Typical Dwelling



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Study 1A:

Summary of the Market Data: Vermillion Development (across the street)

Over the past 36 months, market activity has demonstrated strong demand for residential sales. In the Vermillion community, located across the street from the subject site, there were a total of 151 sales transactions. Of these, 134 closed sales had prices ranging from $360,000 to $1,200,000. Days on market ranged from 0 to 520, with an average of 22 days.

Currently, there are 6 homes under contract with list prices ranging from $425,000 to $703,200 and an average of 25 days on market. There are also 11 active listings with list prices ranging from $414,000 to $674,000, averaging 36 days on market.

The list-to-sale price ratio ranges from 99% to 105%, and the sales price per square foot ranges from $155 to $309.

Market Analysis

Mls Status: Active (11)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	2	$414,900	-	$425,000	$382,000	2	7	2,051	$194.80	$194.80	0.10	$2,285,714.29	-	-	2004
Max	5	5	$819,900	-	$819,900	$638,900	103	105	3,850	$250.33	$250.33	0.35	$4,850,000.00	-	-	2021
Avg	4	4	$639,327	-	$658,054	$532,155	36	47	2,962	$217.48	$217.47	0.19	$3,557,845.92	-	-	2015
Median	4	4	$674,900	-	$745,000	$572,000	30	36	3,218	$212.99	$212.99	0.20	$3,787,873.74	-	-	2017

Mls Status: Under Contract-Show (6)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	3	$495,000	-	$495,000	$425,070	4	4	1,736	$193.54	$193.54	0.19	$1,859,998.00	-	-	2007
Max	5	5	$929,999	-	$950,000	$703,200	79	81	4,693	$285.14	$285.14	0.50	$3,625,000.00	-	-	2019
Avg	4	4	$765,817	-	$774,150	$611,828	25	26	3,379	$234.06	$234.06	0.32	$2,567,832.37	-	-	2013
Median	4	4	$772,450	-	$772,450	$640,100	13	13	3,537	$240.58	$240.58	0.31	$2,486,842.11	-	-	2013

Mls Status: Closed (134)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	2	2	$350,000	$360,000	$350,000	$			1,300	$155.46	$155.46	0.04	$905,312.50	$177.60	93.18%	1999
Max	6	5	$999,995	$989,000	$1,200,000	$820,800	532	580	5,047	$308.98	$308.98	0.72	$9,000,000.00	$254.08	109.51%	2023
Avg	4	3	$631,853	$630,713	$637,671	$508,160	22	27	2,905	$222.61	$220.66	0.25	$2,928,455.70	$202.78	99.81%	2014
Median	4	3	$627,050	$623,150	$635,000	$529,200	5	6	2,954	$215.93	$215.84	0.23	$2,776,388.89	$200.33	100.00%	2014

Mls Status: All (151)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	2	2	$350,000	$360,000	$350,000	$			1,300	$155.46	$155.46	0.04	$905,312.50	$177.60	93.18%	1999
Max	6	5	$999,995	$989,000	$1,200,000	$820,800	532	580	5,047	$308.98	$308.98	0.72	$9,000,000.00	$254.08	109.51%	2023
Avg	4	3	$637,721	$630,713	$644,625	$514,027	23	29	2,928	$222.69	$220.96	0.24	$2,959,975.92	$202.78	99.81%	2014
Median	4	3	$645,000	$623,150	$647,000	$539,700	7	7	2,975	$215.95	$215.88	0.23	$2,785,714.29	$200.33	100.00%	2014

.

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1B Photo:



Typical Dwelling



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Study 1B:

Summary of Market Data- Stoney Brook Station

This development is within the same market area but is NOT near the Greenway landfill.

Over the past 36 months, there have been a total of 25 transactions, including 21 closed sales. Sale prices ranged from $252,400 to $474,400, with days on market ranging from 1 to 202 and an average of 29 days.
Currently, there are no properties under contract. There are 4 active listings, with list prices ranging from $376,000 to $489,900.
The list-to-sale price ratio ranges from 99% to 110%, and the price per square foot ranges from $177 to $230.

Market Analysis

Mls Status: Active (4)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	3	$409,900	-	$417,500	$364,800	29	80	1,941	$187.54	$187.54	0.09	$4,269,791.67	-	-	2020
Max	5	3	$584,000	-	$596,000	$482,900	105	105	3,114	$215.10	$215.10	0.13	$4,442,105.26	-	-	2020
Avg	4	3	$458,350	-	$467,500	$399,950	80	93	2,245	$206.68	$206.68	0.10	$4,394,407.18	-	-	2020
Median	3	3	$419,750	-	$428,250	$376,050	93	93	1,962	$212.05	$212.05	0.10	$4,432,865.89	-	-	2020

Mls Status: Closed (21)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	3	$384,500	$389,000	$384,500	$252,400	1	1	1,858	$176.74	$176.74	0.09	$2,850,000.00	$184.53	91.27%	2019
Max	5	3	$585,000	$580,000	$590,000	$474,400	202	202	3,116	$230.09	$230.09	0.20	$4,777,777.78	$184.53	102.11%	2021
Avg	4	3	$466,657	$459,995	$473,919	$368,367	29	33	2,339	$198.23	$198.23	0.12	$3,921,190.73	$184.53	98.51%	2020
Median	4	3	$448,000	$440,000	$450,000	$372,600	13	15	2,258	$196.78	$196.78	0.11	$4,263,157.89	$184.53	99.98%	2020

Mls Status: All (25)

	Beds	Baths	L Price	C Price	OLP	Tax Amnt	DOM	CDOM	HLA	$/SqFt	$/Ttl HLA	Acres	$/Acre	$/Bldg SqFt	CP/LP	Year Built
Min	3	3	$384,500	$389,000	$384,500	$252,400	1	1	1,858	$176.74	$176.74	0.09	$2,850,000.00	$184.53	91.27%	2019
Max	5	3	$585,000	$580,000	$596,000	$482,900	202	202	3,116	$230.09	$230.09	0.20	$4,777,777.78	$184.53	102.11%	2021
Avg	4	3	$465,328	$459,995	$472,892	$373,420	37	42	2,324	$199.58	$199.58	0.12	$3,996,905.36	$184.53	98.51%	2020
Median	4	3	$444,990	$440,000	$450,000	$372,600	16	23	2,250	$197.03	$197.03	0.10	$4,280,000.00	$184.53	99.98%	2020

Stoney Brook Station is a smaller development compared to Vermillion in terms of the number of homes, average dwelling size, and overall price point. In contrast, homes in Vermillion—located across the street from the subject site—are larger and higher in price. However, both developments show similar list-to-sale price ratios, with Vermillion achieving a higher average sales price per square foot.
This market data supports the conclusion that proximity to the landfill has **not** had an adverse impact on property values or market demand.

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1C: GIS Map of homes in Vermillion, located across from Greenway.



Sales History of homes across the street from Greenway

The enclosed GIS map shows the homes in Vermillion development across the street from the Greenway Landfill. These 14 homes were constructed & sold during the time of 2021-2023. All these homes sold within the normal price range, & price per square foot as supported in the prior sale chart for the entire Vermillion development. The property at 13718 Berkley Ave, sold on 02/16/2022 for $604,000 & resold on 1/16/25 for $763,000 an increase of $159,000 over 35 months at a 21% increase in value. This data provides additional market support, that homes near landfills are not adversely impacted in terms of value & market demand

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	Parcel ID	Postal Address	Property Use	Land Area	Sale Price	Sale Date	Qualified Sale	Tax Assessed year	Tax Assessed Val	Sq. Ft	Year Built	Bedrooms	Full Baths
1	01937269	14941 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.170 AC	$0.00 $394,000.00	12/7/2021 3/31/2021	No	2023 2022 2021	$508,200 $346,200 $224,300	3160	2020	4	2
2	01937270	14945 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.170 AC	$350,000.00	1/22/2021	Yes	2023 2021	$506,900 $341,300	3192	2020	4	2
3	01937271	14949 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.170 AC	$368,500.00	1/20/2021	Yes	2023 2021	$528,900 $361,000	3520	2020	4	2
4	01937272	14953 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.180 AC	$330,000.00	1/14/2021	Yes	2023 2021	$450,500 $302,600	2488	2020	3	2
5	01937273	14957 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.160 AC	$352,500.00	1/25/2021	Yes	2023 2021	$504,500 $343,300	3220	2020	4	2
6	01937274	14961 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.150 AC	$0.00 $386,500.00	5/6/2025 5/20/2021	No	2023 2022 2021	$510,900 $343,400 $100,000	3408	2021	5	3
7	01937275	14965 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.140 AC	$388,000.00	3/26/2021	Yes	2023 2022 2021	$486,700 $329,700 $215,700	3140	2020	4	2
8	01937276	14969 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.140 AC	$411,500.00	4/1/2021	Yes	2023 2022 2021	$503,700 $342,500 $222,500	3160	2020	4	2
9	01937277	14973 HOLBROOKS RD HUNTERSVILLE NC 28078	Single-Family	0.210 AC	$373,000.00	4/8/2021	Yes	2023 2022 2021	$447,100 $299,800 $200,700	2584	2020	3	2
10	01937234	13722 BERKLEY AV HUNTERSVILLE NC 28078	Single-Family	0.380 AC	$763,000.00 $604,000.00	1/16/2025 2/16/2022	Yes	2023 2022 2021	$629,100 $269,700 $70,000	4599	2021	3	3
11	01937235	13718 BERKLEY AV HUNTERSVILLE NC 28078	Single-Family	0.280 AC	$586,500.00	2/1/2022	Yes	2023 2022 2021	$658,300 $237,800 $70,000	4602	2021	4	4
12	01937236	13712 BERKLEY AV HUNTERSVILLE NC 28078	Single-Family	0.260 AC	$586,000.00	12/30/2021	Yes	2023 2022 2022 2021	$643,000 $434,100 $302,500 $100,000	4627	2021	4	4
13	01937237	13708 BERKLEY AV HUNTERSVILLE NC 28078	Single-Family	0.290 AC	$516,500.00	12/23/2021	Yes	2023 2022 2022 2021	$594,400 $402,700 $283,400 $100,000	4101	2021	3	3
14	01937238	13704 BERKLEY AV HUNTERSVILLE NC 28078	Single-Family	0.330 AC	$531,000.00	6/2/2022	Yes	2023 2022 2021	$452,900 $201,200 $100,000	2518	2021	3	2

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New Development abutting Piedmont Landfill
Trails End Lane & Backwoods Trail Photos:





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Piedmont Landfill above tree line & undeveloped lots





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This development borders the Piedmont landfill and will include approximately 80 new homes. A large percentage of these homes will have a clear view of the landfill from either the front or rear of the property. The creation of this subdivision adjacent to the Piedmont landfill supports the idea that both buyers and developers perceive no adverse impact on home values or market demand near a landfill.

New Construction/ 14607 Holbrooks Road

Photo:



Within a 1/3 mile on Holbrooks Road, is a cleared single family lot, for construction of a new home. Additional support, buyers are willing to purchase land & construct new home near the subject's landfill.

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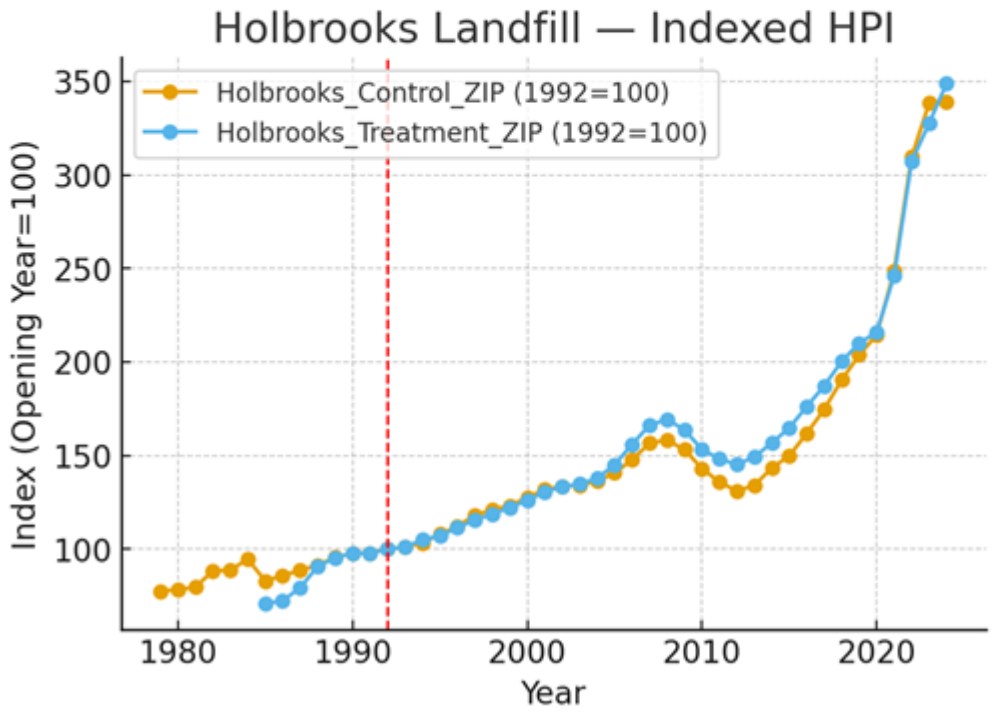
Sales Chart Graphic of Homes Values over past 44 years in the North Mecklenburg area in proximity to the of Subject Landfill Site.

North Mecklenburg Landfill (Huntersville, NC) – Est. 1992

15300 Holbrooks Road, Huntersville, NC 280078



This graph is based on Home Price Index data, indexed to the year of the landfill's opening, looking at a 2-mile radius around the landfill and comparing it to the 5-mile radius (less the 2-mile area).

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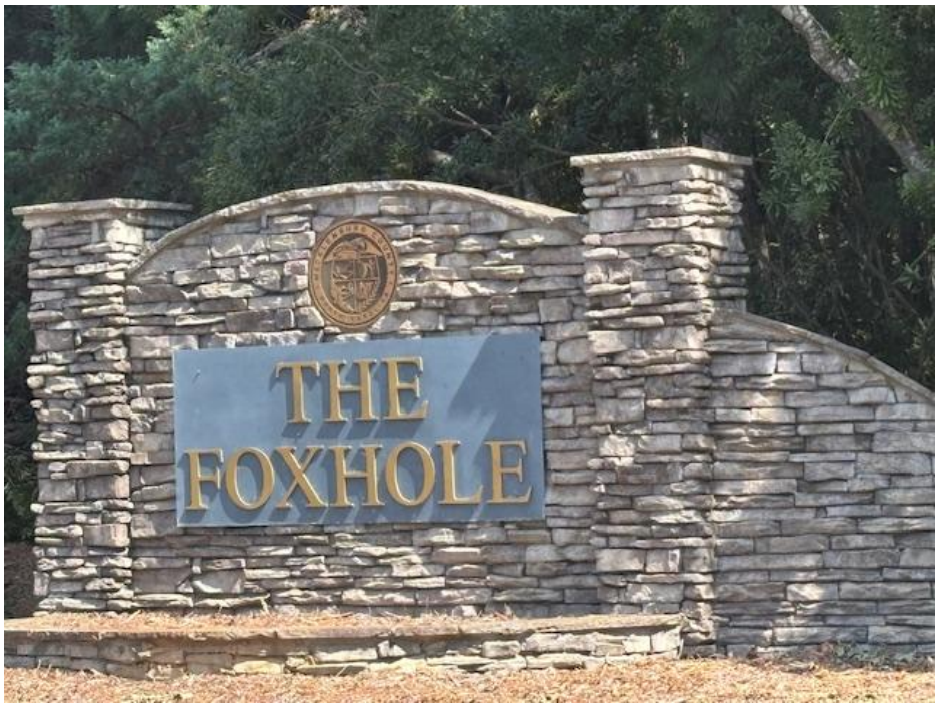
Photo:



The Foxhole Disposal & Recycling Center



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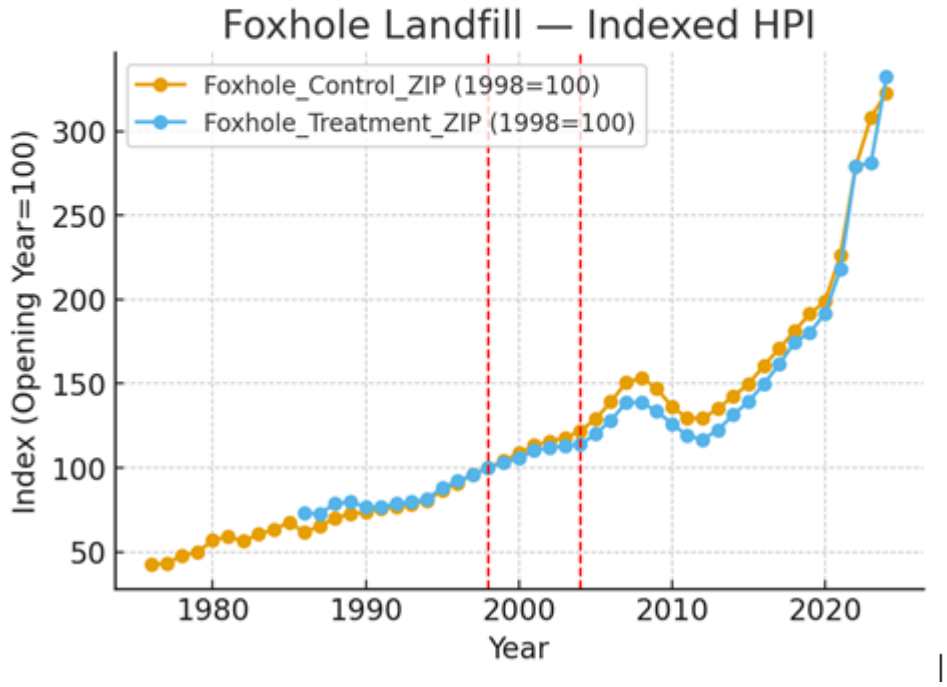
Sales Chart Graphic of Homes Values over past 44 years in the south Mecklenburg area in proximity to the Foxhole Landfill Site.

Foxhole Disposal & Recycling Center (Charlotte, NC) – Est. 1998/2004

17131 Lancaster Highway, Charlotte, NC 28277



This graph is based on Home Price Index data, indexed to the year of the landfill's opening, looking at a 2-mile radius around the landfill and comparing it to the 5-mile radius (less the 2-mile area).

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Photo:



Charlotte Motor Speedway



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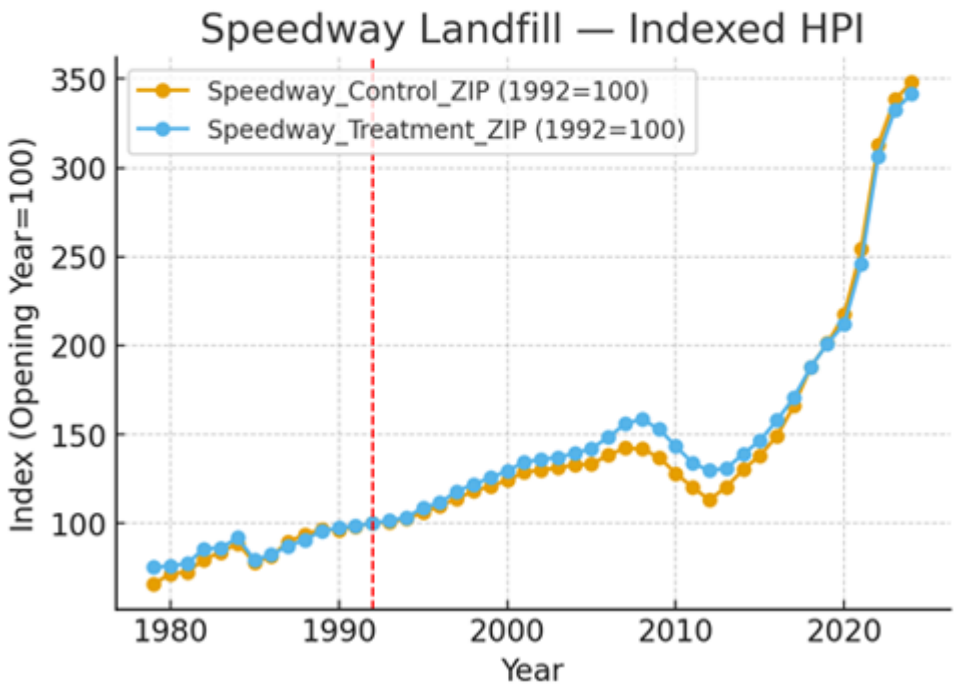
Charlotte Motor Speedway Landfill (Concord, NC) – Est. 1992

5105 Morehead Road, Concord, NC 28027



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This graph is based on Home Price Index data, indexed to the year of the landfill's opening, looking at a 2-mile radius around the landfill and comparing it to the 5-mile radius (less the 2-mile area).

Photo:



Greenway Waste Solutions (Apex, NC)



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Summary of the Market Data for 5940 Old Smithfield Rd

Over the past 36 months, the surrounding area has recorded 15 transactions consisting of a mix of residential and vacant land uses. Of these, 10 were single-family residential sales, and 5 were land sales ranging from 0.14 acres to 27.26 acres. This level of market activity demonstrates a healthy demand for both residential living and land development opportunities in the vicinity, reflecting a stable and adaptable local market environment.

The subject property benefits from substantial buffers in all directions—north by I-540, south by 6000 Old Smithfield Rd (Wake County-operated Waste Management facility, 145.28 acres), east by GB Alford Hwy, west by 0 Veridea Parkway (17.39 acres), and additional nearby parcels of significant size (233.12 acres and 113.18 acres). These buffers ensure that the existing and proposed uses do not create conflicts with surrounding properties while allowing for compatible growth in the area.

The mix of transactions within the past three years indicates that the surrounding market can accommodate a range of property types without adverse impact on values. The absence of intensive development activity within a half-mile radius suggests that the subject's operations are unlikely to cause disruptions to neighboring properties, while its location and land size position it as an asset within the local economic framework.

In conclusion, the market data supports the view that the subject properties continued and expanded use is consistent with prevailing local conditions. The surrounding transaction history and the substantial land buffers reinforce that its operations are harmonious with the area's growth patterns and poised to contribute to the area's ongoing stability and economic vitality.

Subject Study

- 0 Veridea Parkway, Apex, NC, 27.26 ac Vacant lot sold 02/17/2023 for $2,135,500.
- 2112 E Williams St, Apex, NC, 8315 sf building sold 08/24/2022 for $1,941,000.
- 205 Muller Oak Dr, Holly Springs, NC, 3307 sf Single Family Dwelling sold 06/24/2024 for $865,000

These sales show no adverse impact on Sale Price and Days on Market. These sales are in close proximity to the subject.

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This development is located near the Greenway Apex landfill, which did not negatively influence the developer's decision to select this site.

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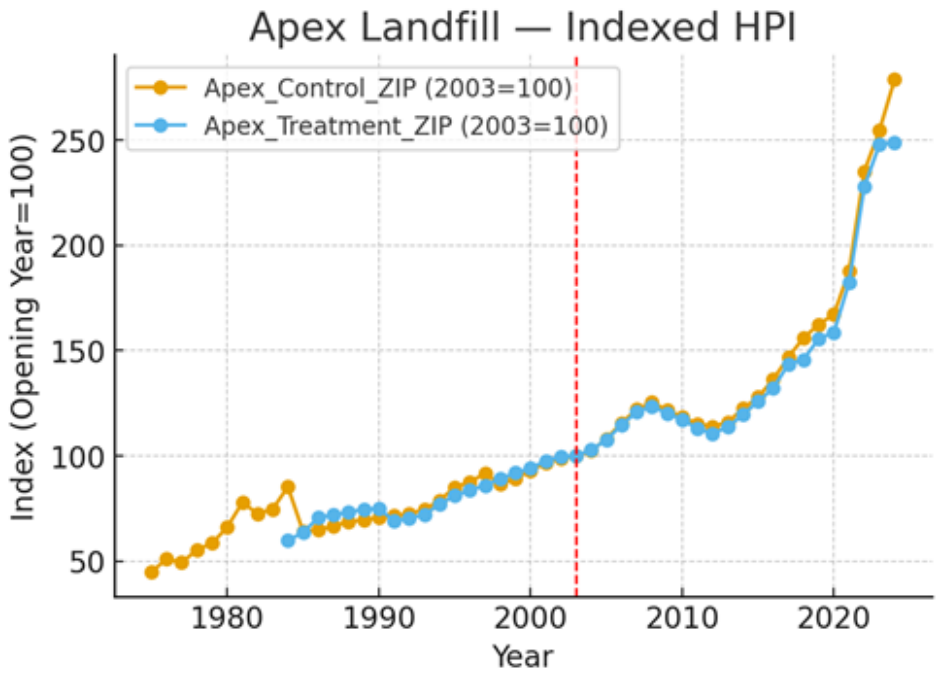
South Wake Landfill (Apex, NC) – est. 2003

5940 Old Smithfield Road, Apex, NC 27539



This graph is based on Home Price Index data, indexed to the year of the landfill's opening, looking at a 2-mile radius around the landfill and comparing it to the 5-mile radius (less the 2-mile area).

Wall Recycling (Apex, NC)





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Wall Recycling

Wall Recycling: 520 Pristine Water Dr

Market Study

This property offers a 15,300 sf building, built in 2006. This lot has been held since 2006. The parcel site is 37.22 acres.

Market Study Wall Recycling 520 Pristine Water Dr

This property offers 15,300 square foot building built in 2006, is located within a heavily commercial section of Apex. This Solid Waste Management Facility accepts construction and demolition debris from commercial haulers for recycling and transfer to other landfill facilities in the area. They also provide reprocessing services such as concrete crushing, tree and limb grinding services and dumpster waste hauling services. Over the past 36 months, the area has seen 69 total property sales, which reflects a healthy and active commercial real estate market. The property's size, modern construction, and positioning align well with the surrounding commercial developments, suggesting it complements the area's character and supports ongoing market activity, within a 3/4-mile radius. This dwelling offers 1.25 miles from this location.

The property shows no signs of having an adverse impact on marketability. Its presence within Apex's core commercial zone enhances its appeal, contributing positively to the area's economic stability and investment potential. The transaction activity in the area further indicates that the properties in the area are in demand and aligns with broader market trends.

In conclusion, the landfill is in harmony with its surroundings, fitting seamlessly within the local commercial landscape. There is no indication of negative effects on surrounding properties or the broader market. Instead, the property adds to the continued growth and stability of the area, making it a valuable and well-positioned asset in Apex commercial sector.

Market Study B1 within ½ mile

- 1501 E Williams St, 760 sf building on a 10.61-acre lot sold 02/24/2025 for $270,000.
- 1040 Goodworth Dr, 5288 sf built 2002 on a 1.43-acre lot sold 12/20/2024 for $1,650,000.
- 2516 Reliance Ace, 2328 sf built 1999 sold 09/08/2023 for $399,000.

This Data reflects 7 sales with a mean per sf cost of $ 243.61/sf

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Market Study B2 beyond ½ mile

- 1011 Classic Rd, 3030 sf built in 1999 on 2.43-acres sold 11/08/2023 for $790,000.
- 2132 Ten Ten Rd, 1383 sf built in 1912 on 57.62-acres sold 12/08/2023 for $1,500,000.
- 7805 Percussion Dr, 4572 sf built in 2006 on 1.15 acres sold 08/22/2024 for $1,010,000.

This area offers 62 sales with a mean per sf cost of $232.31/sf

Summary:

These two studies show no adverse impact on properties in proximity of the Landfill.

Liberty Waste Solutions 2126 Garner Rd- Map



2126 Garner Rd



Address Verification



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Liberty Waste Solutions-2126 Garner Rd

Market Study

Market Study Liberty Waste Solutions-2126 Garner Rd

This property offers an 8210 sf building built 1954. This lot has been held since 08/23/2022. This parcel site has 6.99 acres. This Solid Waste Management Facility accepts construction and demolition debris and other municipal solid waste materials from commercial haulers for recycling and or transfer to other landfill facilities in the area. They also provide crushed stone for construction projects and mulch processed from tree and limb debris.

Within the past 36 months, there were a total of 251 transactions within a 1-mile radius of the subject, with 27 sales located within ½ mile and the remainder within 1 mile. These transactions represent a mix of property types including single-family dwellings, townhomes, condominiums, vacant land, industrial, and commercial.

Market Study C1 within ½ Mile Radius

½ Mile Radius – 2310 Garner Rd offering 43,572 SF built in 1970 on 18.89 acres sold for $10,250,000 as of 04/16/2024. 2410 Garner Rd offering 2,384 SF built in 1951 on 0.72 acres sold for $420,000 as of 03/28/2024. The mean sale price within this radius is $218.54/SF.

Market Study C2 beyond ½ Mile Radius

½ Beyond Radius (Outside ½ Mile) – 1813 S Saunders St offering 63,550 SF built in 1997 on 2.7 acres sold for $12,000,000 as of 02/01/2024. 2700 S Wilmington St offering 1,530 SF built in 1968 on 0.25 acres sold for $1,000,000 as of 10/13/2023. The mean sale price within this radius is $243.73/SF.

Summary

This group of sales is more diverse in age, price, size due to local market. Limited data but still no adverse impact.

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Conclusions & Results based Market Study, Analysis, and General Real Estate experience & knowledge.

- The subject landfill has been in operation since 1992. During this time, the Vermillion Development was constructed and all homes were successfully sold. Over the past three years, homes in this market have experienced strong demand and solid price appreciation.
- In addition to Vermillion, a new residential development is currently being built adjacent to the Piedmont Landfill, where most of the new homes will have a direct view of the landfill from their yards.
- Enclosed market data demonstrates strong home value appreciation in areas that include landfills.

Conclusion:

In my professional opinion, based on these market studies enclosed changing the zoning on this property will have no adverse impact on surrounding property values, market demand, and will be in Harmony with the neighborhood, as it has been over the past 34 years.

Based upon these facts, I recommend the zone change application be approved for the site at 15300 Holbrooks Rd., Huntersville, NC.

This Neighborhood Market Study is subject to the enclosed Certificate Statement.

Julie Borden, State Certified Appraiser, Walter Snowden III, State Certified Appraiser, assisted with the research, & writing of this report. I Jarvis Martin, State Certified General Appraiser completed the analysis, & final recommendation.

Submitted by



I Jarvis Martin

State Certified General Appraiser- A-1575 NC

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CERTIFICATION STATEMENT - APPRAISAL CONSULTING REPORT

We certify that, to the best of my knowledge and belief,

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and liming conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions and recommendations.

I have no present or prospective interest in the property that is the subject of this report, and We have no personal interest or bias with respect to the pares involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

We have no bias with respect to any property that this is the subject of this report or to the pares involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal consulting assignment.

My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the property that is the subject of the report.

No one provided significant real property appraisal or appraisal consultant assistance to the persons signing this certification.

At the me this report was prepared I Jarvis Marn & Walter Snowden III were in good standing with all required continuing education standards of the NC Appraisal Broad.



I Jarvis Martin

HYDROLOGIC AND HYDRAULIC ANALYSIS
TECHNICAL REPORT

UNNAMED TRIBUTARY OF CANE CREEK
NORTH MECK LANDFILL EXPANSION
15416 HOLBROOKS ROAD
HUNTERSVILLE, NC

Prepared For:

PERMITTING & COMPLIANCE
CHARLOTTE-MECKLENBURG STORMWATER SERVICES
CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA

Prepared By:

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

On Behalf Of:

GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC.

CEC Project 324-055

JUNE 2025

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7.0 DUPLICATE EFFECTIVE MODEL....5

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APPENDICES

Appendix A – Proposed Confluences Overview Figure
Appendix B – Hydraulic Analysis Results Table
Appendix C – Topographic Work Maps

1.0 INTRODUCTION

This hydrologic and hydraulic analysis (H&H) technical report has been prepared for Greenway Waste Solutions At North Meck, LLC. (Greenway) to present the results of the H&H engineering analysis for the proposed landfill expansion within the Special Flood Hazard Area (SFHA), Zone "AE" of Cane Creek. The site is located at 15416 Holbrooks Road, Huntersville, North Carolina. The proposed landfill expansion will reroute flows from an Unnamed Tributary (UT) of Cane Creek to one of two upstream locations. This H&H report intends to communicate the potential impact of both proposed confluences, named Proposed Conditions 1 (PC1) and Proposed Conditions 2 (PC2), for this report. The flood study conducted included both options, each with its constraints and advantages. The PC1 location avoids impacting the existing bridge, but Charlotte Water has raised concerns about the proposed excavated channel crossing their sewer force main. The PC2 location is preferred by Charlotte Water because it would not cross their force main, but PC2 would require replacement of the existing bridge. The maximum rise to the regulatory Base Flood Elevations (BFEs) along Cane Creek is 1.22 feet at cross-section 7522 (FEMA Effective cross-section 75) for PC1, and 3.60 feet at cross-section 8048 for PC2.

2.0 PROJECT DESCRIPTION

The subject property is included in the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) for Mecklenburg County, North Carolina and Incorporated Areas (FIS Number 37119CV000E) with an effective date of May 18, 2009, and is shown on the FEMA Federal Insurance Rate Map (FIRM) Number 3710465000K with an effective date of November 16, 2018. The FIRM shows that a portion of the subject property is in a Special Flood Hazard Area (SFHA) designation Zone "AE" for Cane Creek. Zone "AE" is an area where the base flood elevations (1% Annual Chance of Flood) have been determined. A portion of the subject property is also located in the regulatory floodway for Cane Creek.

The proposed site landfill expansion will involve filling a portion of the existing unnamed tributary and rerouting flows south around the proposed landfill expansion, creating a new confluence of

the UT and Cane Creek. The proposed site grading and fill do not occur within the Effective regulatory floodway of Cane Creek. As previously mentioned, two potential confluences, PC1 and PC2, were studied. PC1 is upstream of FEMA Effective cross-section 7837, and PC 2 is upstream of FEMA Effective cross-section 81 (8094). Appendix A contains a figure that shows the location of both confluences.

3.0 AVAILABLE DATA

Data used in CEC's analysis includes a FEMA-provided hydraulic model, topographic survey, LiDAR, and proposed design (grading) data. CEC obtained the Effective hydraulic model for Cane Creek from the North Carolina Flood Risk Information System (NCFRIS); Project Title = CaneCreek_RAS_20181116, HEC RAS Version 4.1 (CaneCreek_RAS_20181116.zip). A general property survey of the site layout was completed by Patterson Land Surveying, P.A. on September 12th, 2023. Avioimage Mapping Services provided LiDAR of the site with a flyover date of June 2nd, 2023. Existing contours outside of the site were retrieved from NCONEMAP County LiDAR. Using the information provided in the above-mentioned flyover LiDAR of the site and the NCONEMAP County LiDAR cross-sections were added along the stream centerline. CEC maintained the locations of FEMA cross-sections, as shown on the National Flood Hazard Layer (NFHL).

4.0 REGULATIONS AND REQUIREMENTS

Article III, Section 16 of the Floodplain Regulations of Huntersville, North Carolina, applies to this project due to the location within a FEMA Zone "AE" with a designated floodway for Cane Creek. Development within the regulatory floodway is subject to the regulations below:

> …A Floodplain Development Permit is required for any Development within the Community Special Flood Hazard Area (CSFHA) and is subject to the conditions below. The Floodplain Administrator is authorized to create, and amend from time to time as necessary, a Technical Guidance Document to help explain the application of the provisions of this ordinance, specifically the Floodplain Development Permit provisions,

through the use of charts and related written materials. The Technical Guidance Document shall not be a part of this ordinance and shall be solely for illustrative and educational purposes. If there is any discrepancy between the Technical Guidance Document and this ordinance, the provisions of this ordinance shall control.

5.0 HYDROLOGY

This analysis used steady-state flows contained in the FEMA hydraulic model provided in support of the Effective FIS. To capture the hydrologic changes to the watershed post-project, subbasins were delineated at FEMA Effective cross-sections 81 (8094), 72 (7231), 68 (6755), and 56 (5584) to represent the redistribution of flow across the watershed. The total existing watershed area delineated was approximately 406 acres, and the total post-project watershed area is approximately 442 acres. Each delineated subbasin's area was set as a ratio to the total existing watershed area, and this factor was then multiplied against the final downstream flow of 2870 cubic feet per second (cfs) at FEMA Effective cross-section 51 (5118), the first section downstream of the existing tributary confluence with Cane Creek. Finally, these flows were adjusted by a factor of 1.09 to reflect the larger post-project watershed area delineated. The changes in flows between the hydraulic modeling plans are displayed in Table 1.

TABLE 1: FLOW CHANGE COMPARISONS

XS	Flows (CFS)		
	Duplicate Effective	Proposed Condition 1	Proposed Conditions 2
12119	496	496	496
11749	913	913	913
10388	1570	1570	1570
8094	-	-	2382
7231	1746	2404	2440
6755	2044	2427	2468
5584	2257	2512	2554
5118	2870	2870	2870

6.0 HYDRAULICS

The hydraulic analysis was performed by replicating the provided Effective Model as the Duplicate Effective Model (DEM). The DEM was edited to include the proposed site plan, which was used to create the Proposed Conditions Models (PC1 and PC2). The development of these models is outlined further in the following sections.

7.0 DUPLICATE EFFECTIVE MODEL

The Effective hydraulic model received from NCFRIS ("CaneCreek_RAS_20181116") was evaluated using GeoHEC-RAS software and the HEC-RAS (v. 4.1.0) analysis engine. The results generated from the Duplicate Effective Model (DEM) were checked against the data published in the Mecklenburg County Effective FIS and Effective FIRM to confirm that running the DEM results in no changes to the effective 100-year floodplain. Appendix B contains a table presenting the results of CEC's hydraulic analysis and the changes in BFEs.

8.0 PROPOSED CONDITIONS MODELS

CEC developed PC1 and PC2 in GeoHEC-RAS (5.0.0.1358) based on the DEM. The primary difference between the two models is the change in flow rates, to represent the tributary to Cane Creek being rerouted, putting the PC1 between modeled cross-section 8013 and FEMA Effective cross-section 78 (7837). The reroute for PC2 puts the new confluence between FEMA Effective cross-sections 86 (8564) and 81 (8094). No changes to the geometry and Manning's "n" of Effective Cane Creek cross-sections were made.

9.0 CONCLUSION

For PC1, the proposed project does cause a maximum rise of 1.22 feet in the 100-year BFEs at FEMA Effective section 75 (7522) as compared to the pre-project conditions. The maximum rise for PC2 is 3.60 feet at section 8048. Neither model indicates that the rises in BFEs will impact existing structures along the Cane Creek floodplain corridor. For PC2, the current bridge will

overtop and would therefore need to be replaced with a crossing that has a larger bridge opening. The results of the hydraulic analysis are summarized in Table 2 of Appendix A. A topographic work map for each proposed rerouted confluence location is in Appendix C.

The digital files for the Hydraulic Model will be submitted with this report.

APPENDIX A

PROPOSED CONFLUENCES OVERVIEW FIGURE



EXISTING STREAM CENTERLINE

EXISTING CROSS-SECTIONS

EXISTING BRIDGE

EXISTING BUILDINGS

VERTICAL DATUM: NAVD88

SCALE IN FEET

0 150 300

*PROPOSED CONFLUENCE LOCATIONS ARE APPROXIMATE AND REPRESENTATIVE. THE FINAL LOCATION IS SUBJECT TO CHANGE

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GREENWAY LANDFILL EXPANSION
15416 HOLBROOKS ROAD
HUNTERSVILLE, MECKLENBURG CO., NORTH CAROLINA

DRAWN BY:	JLM	CHECKED BY:	PLM	APPROVED BY:	PLM
DATE:	JUNE 2025	DWG SCALE:	AS SHOWN	PROJECT NO:	324-055

PROPOSED CONFLUENCES OVERVIEW

DRAWING NO.: WR001

SHEET 1 OF 2

APPENDIX B

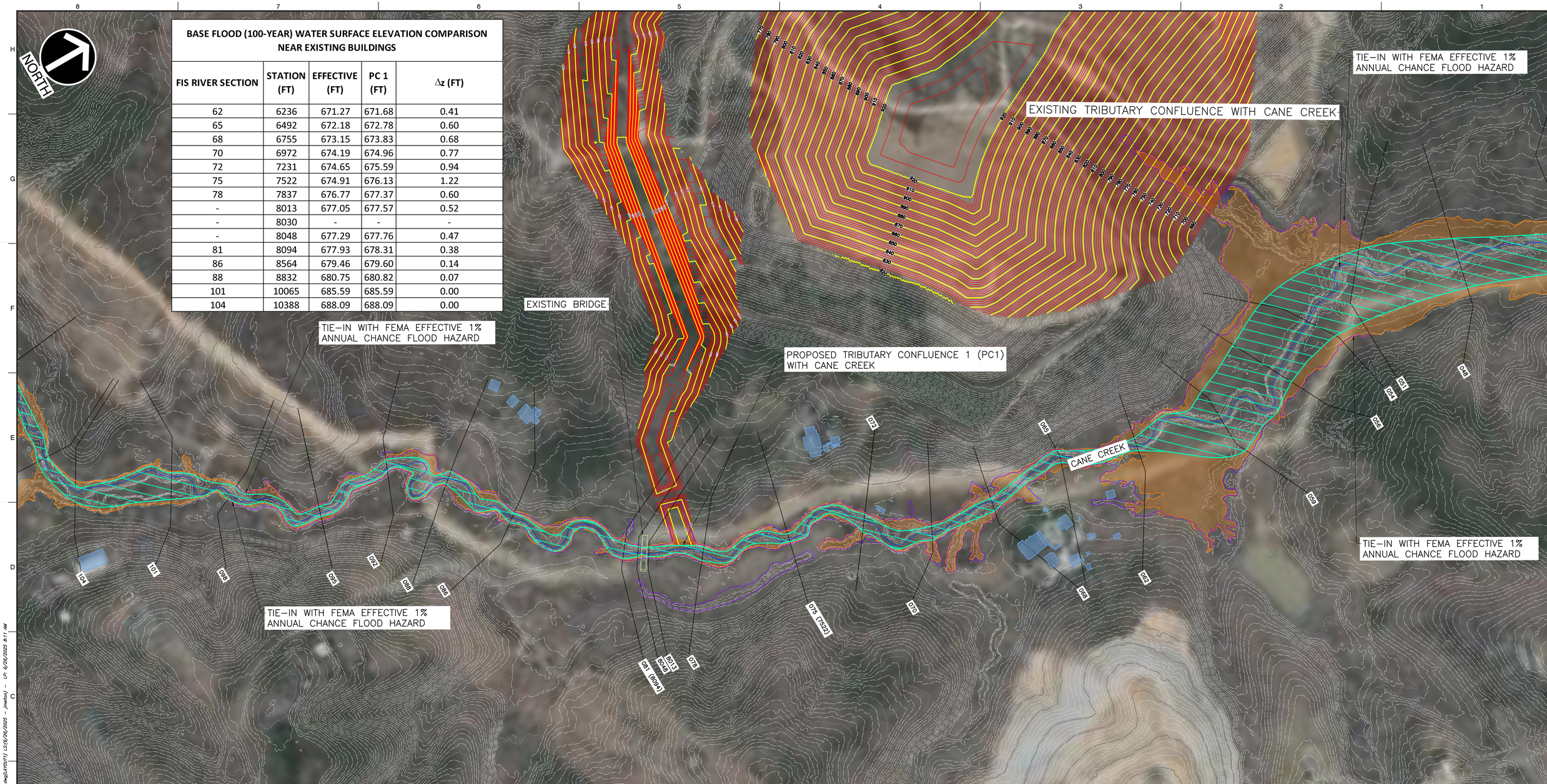
HYDRAULIC ANALYSIS RESULTS TABLE

TABLE 2										
BASE FLOOD (100-YEAR) WATER SURFACE ELEVATION SUMMARY										
FIS RIVER SECTION	STATION (FT)	Base Flood Elevations					Δz (ft)			
		EFFECTIVE FIS (FT)	EFFECTIVE MODEL (FT)	DEM (FT)	PC 1 (FT)	PC 2 (FT)	EFFECTIVE FIS VS EFFECTIVE MODEL (FT)	EFFECTIVE MODEL VS DEM (FT)	PC 1 VS DEM (FT)	PC 2 VS DEM (FT)
1	106	652.11	649.26	649.26	649.26	649.26	-2.9	0.00	0.00	0.00
5	489	652.11	650.43	650.43	650.43	650.43	-1.7	0.00	0.00	0.00
9	904	653.1	653.09	653.09	653.09	653.09	0.0	0.00	0.00	0.00
13	1338	654.7	654.68	654.68	654.68	654.68	0.0	0.00	0.00	0.00
18	1834	655.5	655.51	655.51	655.51	655.51	0.0	0.00	0.00	0.00
22	2179	656.7	656.67	656.67	656.67	656.67	0.0	0.00	0.00	0.00
26	2593	658.3	658.29	658.29	658.29	658.29	0.0	0.00	0.00	0.00
28	2836	659.4	659.35	659.35	659.35	659.35	0.0	0.00	0.00	0.00
31	3056	659.9	659.88	659.88	659.88	659.88	0.0	0.00	0.00	0.00
33	3322	660.3	660.30	660.30	660.30	660.30	0.0	0.00	0.00	0.00
37	3661	660.4	660.40	660.40	660.40	660.40	0.0	0.00	0.00	0.00
39	3928	664.5	664.49	664.49	664.49	664.49	0.0	0.00	0.00	0.00
44	4381	665.6	665.65	665.65	665.65	665.65	0.0	0.00	0.00	0.00
48	4760	666.8	666.83	666.83	666.83	666.83	0.0	0.00	0.00	0.00
51	5118	668.1	668.06	668.06	668.06	668.06	0.0	0.00	0.00	0.00
54	5394	668.5	668.51	668.51	668.47	668.46	0.0	0.00	-0.04	-0.05
56	5584	669.4	669.42	669.42	669.63	669.67	0.0	0.00	0.21	0.25
59	5921	670.6	670.57	670.57	670.87	670.92	0.0	0.00	0.30	0.35
62	6236	671.3	671.27	671.27	671.68	671.73	0.0	0.00	0.41	0.46
65	6492	672.2	672.18	672.18	672.78	672.85	0.0	0.00	0.60	0.67
68	6755	673.2	673.15	673.15	673.83	673.90	-0.1	0.00	0.68	0.75
70	6972	674.2	674.19	674.19	674.96	675.04	0.0	0.00	0.77	0.85

TABLE 2										
BASE FLOOD (100-YEAR) WATER SURFACE ELEVATION SUMMARY										
FIS RIVER SECTION	STATION (FT)	Base Flood Elevations					Δz (ft)			
		EFFECTIVE FIS (FT)	EFFECTIVE MODEL (FT)	DEM (FT)	PC 1 (FT)	PC 2 (FT)	EFFECTIVE FIS VS EFFECTIVE MODEL (FT)	EFFECTIVE MODEL VS DEM (FT)	PC 1 VS DEM (FT)	PC 2 VS DEM (FT)
72	7231	674.6	674.65	674.65	675.59	675.67	0.0	0.00	0.94	1.02
75	7522	674.9	674.91	674.91	676.13	675.84	0.0	0.00	1.22	0.93
78	7837	676.8	676.77	676.77	677.37	678.63	0.0	0.00	0.60	1.86
-	8013	-	677.05	677.05	677.57	678.87	-	0.00	0.52	1.82
-	8030	-	-	-	-	-	-	-	-	-
-	8048	-	677.29	677.29	677.76	680.89	-	0.00	0.47	3.60
81	8094	677.9	677.93	677.93	678.31	681.52	0.0	0.00	0.38	3.59
86	8564	679.5	679.46	679.46	679.60	682.19	0.0	0.00	0.14	2.73
88	8832	680.8	680.75	680.75	680.82	682.73	0.0	0.00	0.07	1.98
92	9220	681.8	681.76	681.76	681.81	683.17	0.0	0.00	0.05	1.41
95	9493	683.1	683.11	683.11	683.13	683.95	0.0	0.00	0.02	0.84
98	9827	684.8	684.79	684.79	684.79	685.09	0.0	0.00	0.00	0.30
101	10065	685.6	685.59	685.59	685.59	685.76	0.0	0.00	0.00	0.17
104	10388	688.1	688.09	688.09	688.09	688.11	0.0	0.00	0.00	0.02
105	10536	688.9	688.90	688.90	688.90	688.91	0.0	0.00	0.00	0.01
109	10864	690	690.02	690.02	690.02	690.03	0.0	0.00	0.00	0.01
111	11147	692.7	692.71	692.71	692.71	692.71	0.0	0.00	0.00	0.00
114	11355	693.7	693.70	693.70	693.70	693.70	0.0	0.00	0.00	0.00
117	11749	695	694.99	694.99	694.99	694.99	0.0	0.00	0.00	0.00
121	12119	701.5	701.48	701.48	701.48	701.48	0.0	0.00	0.00	0.00

APPENDIX C

TOPOGRAPHIC WORK MAPS



BASE FLOOD (100-YEAR) WATER SURFACE ELEVATION COMPARISON NEAR EXISTING BUILDINGS

FIS RIVER SECTION	STATION (FT)	EFFECTIVE (FT)	PC 1 (FT)	Δz (FT)
62	6236	671.27	671.68	0.41
65	6492	672.18	672.78	0.60
68	6755	673.15	673.83	0.68
70	6972	674.19	674.96	0.77
72	7231	674.65	675.59	0.94
75	7522	674.91	676.13	1.22
78	7837	676.77	677.37	0.60
-	8013	677.05	677.57	0.52
-	8030	-	-	-
-	8048	677.29	677.76	0.47
81	8094	677.93	678.31	0.38
86	8564	679.46	679.60	0.14
88	8832	680.75	680.82	0.07
101	10065	685.59	685.59	0.00
104	10388	688.09	688.09	0.00

EXISTING STREAM CENTERLINES
EFFECTIVE FEMA REGULATORY FLOODWAY
EXISTING CROSS–SECTIONS
EFFECTIVE 1% ANNUAL CHANCE FLOODPLAIN
PROPOSED CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN
EXISTING MAJOR CONTOURS (INDEX)
EXISTING MINOR CONTOURS (INTERMEDIATE)
PROPOSED MAJOR CONTOURS (INDEX)
PROPOSED MINOR CONTOURS (INTERMEDIATE)
EXISTING BUILDINGS
EXISTING BRIDGE

VERTICAL DATUM: NAVD88
SCALE IN FEET
0 150 300

REFERENCE

1. TOPOGRAPHIC DATA (2.5 FT LIDAR) ACCESSED THROUGH USGS NATIONAL MAP AND SUPPLEMENTED BY PROPOSED GRADING BY CEC, INC.
2. BUILDING ELEVATIONS ARE APPROXIMATE VALUES FROM THE LIDAR SURFACE AND ARE NOT SURVEYED FLOOR ELEVATIONS.

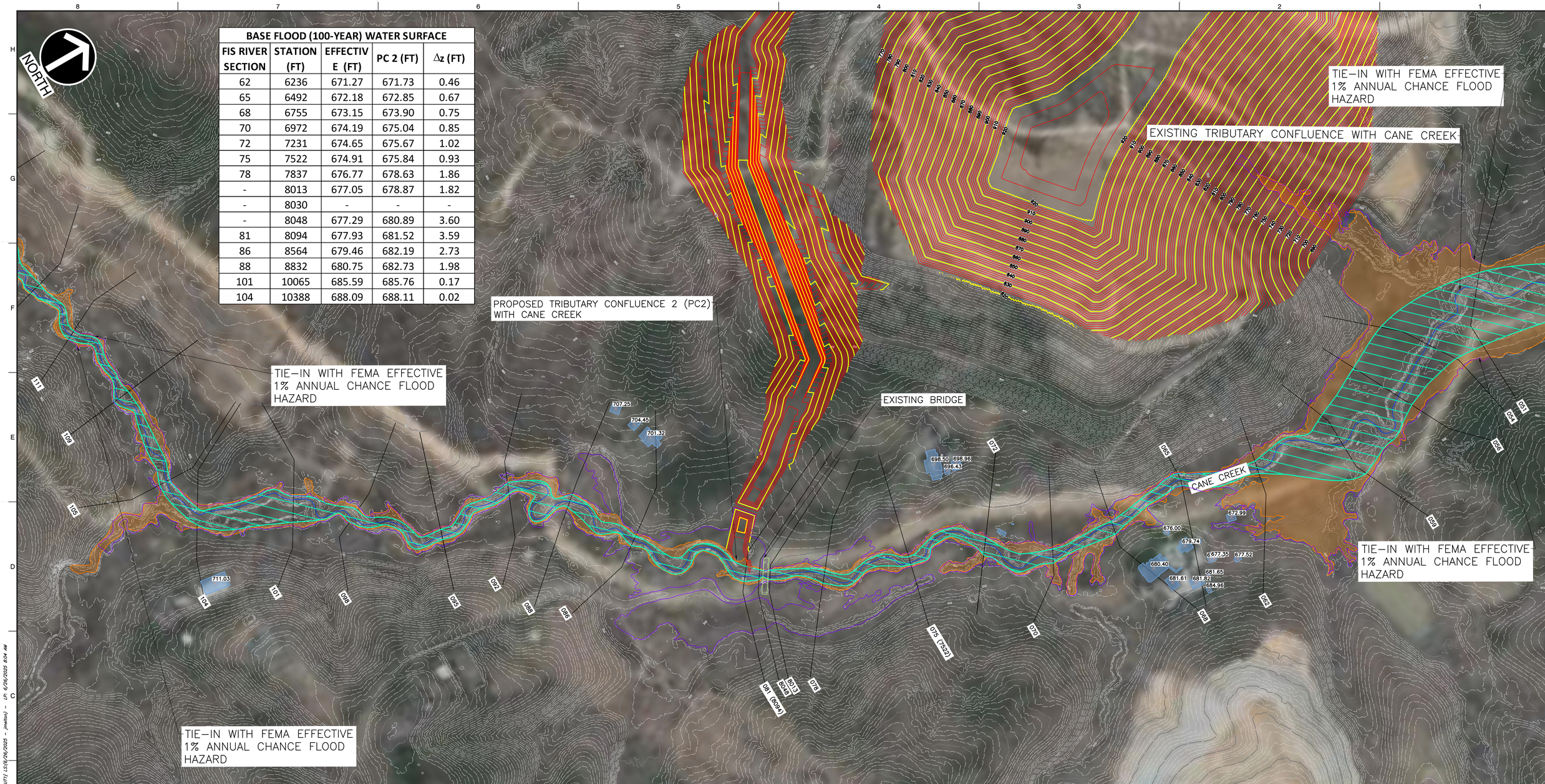
CEC
Civil & Environmental Consultants, Inc.
3701 Arco Corporate Drive · Suite 400 · Charlotte, NC 28273
Ph: 980.237.0373 · Fax: 980.237.0372
www.cecinc.com

GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC.
GREENWAY LANDFILL EXPANSION
15416 HOLBROOKS ROAD
HUNTERSVILLE, MECKLENBURG CO., NORTH CAROLINA

DRAWN BY:	JLM	CHECKED BY:	PLM	APPROVED BY:	PLM
DATE:	JUNE 2025	DWG SCALE:	AS SHOWN	PROJECT NO:	324-055

TOPOGRAPHIC WORK MAP
PROPOSED CONDITION 1

DRAWING NO.: **WR002**
SHEET 2 OF 3



BASE FLOOD (100-YEAR) WATER SURFACE

FIS RIVER SECTION	STATION (FT)	EFFECTIVE (FT)	PC 2 (FT)	Δz (FT)
62	6236	671.27	671.73	0.46
65	6492	672.18	672.85	0.67
68	6755	673.15	673.90	0.75
70	6972	674.19	675.04	0.85
72	7231	674.65	675.67	1.02
75	7522	674.91	675.84	0.93
78	7837	676.77	678.63	1.86
-	8013	677.05	678.87	1.82
-	8030	-	-	-
-	8048	677.29	680.89	3.60
81	8094	677.93	681.52	3.59
86	8564	679.46	682.19	2.73
88	8832	680.75	682.73	1.98
101	10065	685.59	685.76	0.17
104	10388	688.09	688.11	0.02

EXISTING STREAM CENTERLINES
EFFECTIVE FEMA REGULATORY FLOODWAY
EXISTING CROSS–SECTIONS
EFFECTIVE 1% ANNUAL CHANCE FLOODPLAIN
PROPOSED CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN
EXISTING MAJOR CONTOURS (INDEX)
EXISTING MINOR CONTOURS (INTERMEDIATE)
PROPOSED MAJOR CONTOURS (INDEX)
PROPOSED MINOR CONTOURS (INTERMEDIATE)
EXISTING BUILDINGS
EXISTING BRIDGE

VERTICAL DATUM: NAVD88
SCALE IN FEET
0 150 300

REFERENCE

1. TOPOGRAPHIC DATA (2.5 FT LIDAR) ACCESSED THROUGH USGS NATIONAL MAP AND SUPPLEMENTED BY PROPOSED GRADING BY CEC, INC.
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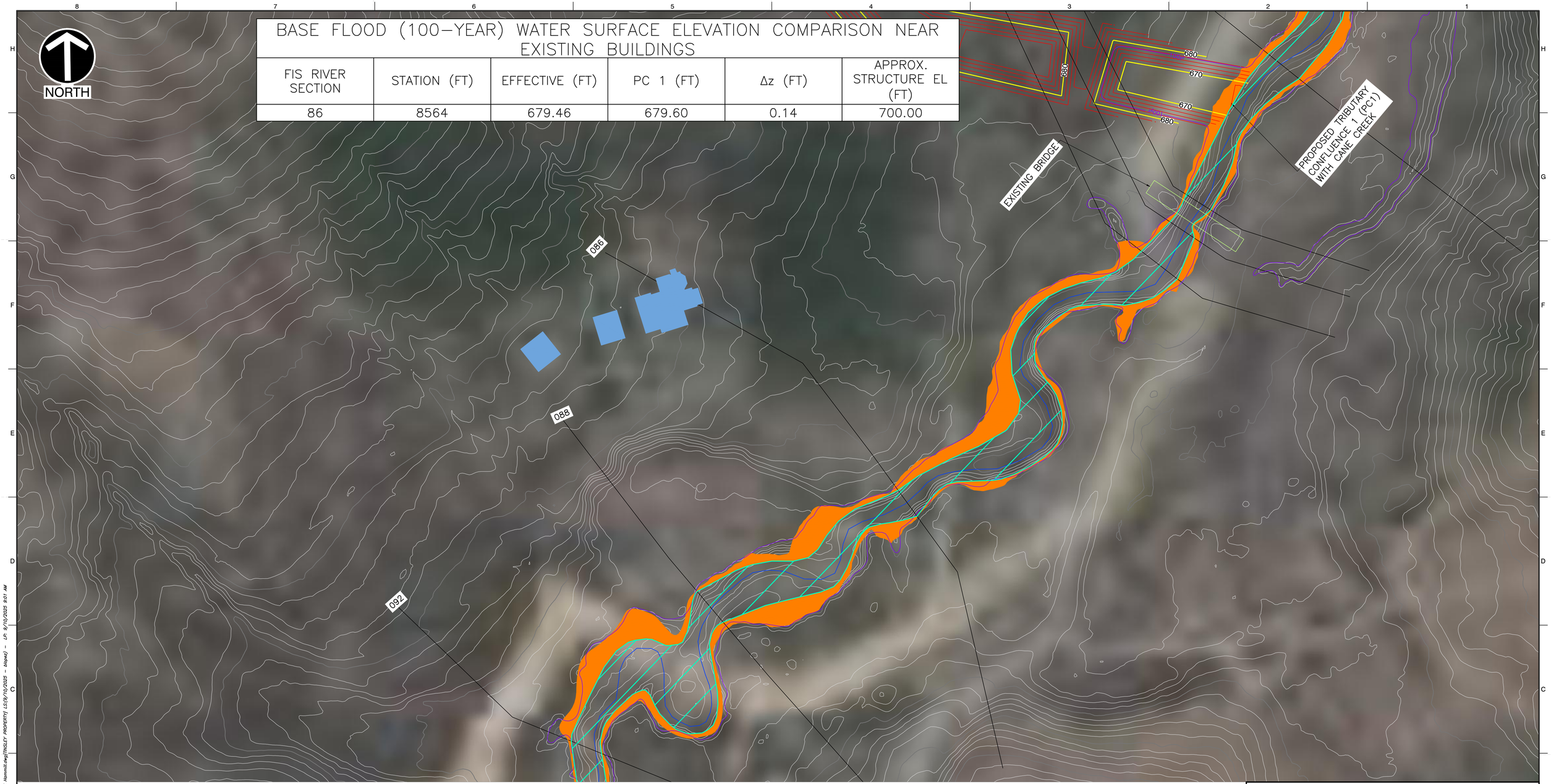
DRAWN BY: JLM	CHECKED BY: PLM	APPROVED BY: PLM
DATE: JUNE 2025	DWG SCALE: AS SHOWN	PROJECT NO: 324-055

TOPOGRAPHIC WORK MAP
PROPOSED CONDITION 2

DRAWING NO.: **WR003**
SHEET 3 OF 3

BASE FLOOD (100-YEAR) WATER SURFACE ELEVATION COMPARISON NEAR EXISTING BUILDINGS

FIS RIVER SECTION	STATION (FT)	EFFECTIVE (FT)	PC 1 (FT)	Δz (FT)	APPROX. STRUCTURE EL (FT)
86	8564	679.46	679.60	0.14	700.00



EXISTING STREAM CENTERLINES

EFFECTIVE FEMA REGULATORY FLOODWAY

EXISTING CROSS-SECTIONS

EFFECTIVE 1% ANNUAL CHANCE FLOODPLAIN

PROPOSED CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN

EXISTING MAJOR CONTOURS (INDEX)

EXISTING MINOR CONTOURS (INTERMEDIATE)

PROPOSED MAJOR CONTOURS (INDEX)

PROPOSED MINOR CONTOURS (INTERMEDIATE)

EXISTING BUILDINGS

EXISTING BRIDGE

VERTICAL DATUM: NAVD88

SCALE IN FEET

0 50 100

REFERENCES

1. TOPOGRAPHIC DATA (2.5 FT LIDAR) ACCESSED THROUGH USGS NATIONAL MAP AND SUPPLEMENTED BY PROPOSED GRADING BY CEC, INC.
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DRAWN BY:	JLM	CHECKED BY:	PLM	APPROVED BY:	PLM
DATE:	JUNE 2025	DWG SCALE:	AS SHOWN	PROJECT NO:	324-055

TOPOGRAPHIC WORK MAP
PROPOSED CONDITION 1
TINSLEY PROPERTY

DRAWING NO.: **WR004**
SHEET OF

P:\320-0001\324-055\-CAD\Dwg\2024 Special Use Permit\324055_CLOMR Tinsley and Hammill.dwg[TINSLEY PROPERTY] LS:(9/10/2025 - blayne) - LP: 9/10/2025 9:01 AM

BASE FLOOD (100-YEAR) WATER SURFACE ELEVATION COMPARISON NEAR EXISTING BUILDINGS

FIS RIVER SECTION	STATION (FT)	EFFECTIVE (FT)	PC 1 (FT)	Δz (FT)	APPROX. STRUCTURE EL (FT)
68	6755	673.15	673.83	0.68	680.00

NORTH

081 (8094) 8048 8013 078 072 065 075 (7522) 070 068

CANE CREEK

EXISTING BRIDGE

PROPOSED TRIBUTARY CONFLUENCE 1 (PC1) WITH CANE CREEK

EXISTING STREAM CENTERLINES

EFFECTIVE FEMA REGULATORY FLOODWAY

EXISTING CROSS-SECTIONS

EFFECTIVE 1% ANNUAL CHANCE FLOODPLAIN

PROPOSED CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN

EXISTING MAJOR CONTOURS (INDEX)

EXISTING MINOR CONTOURS (INTERMEDIATE)

PROPOSED MAJOR CONTOURS (INDEX)

PROPOSED MINOR CONTOURS (INTERMEDIATE)

EXISTING BUILDINGS

EXISTING BRIDGE

VERTICAL DATUM: NAVD88

SCALE IN FEET

0 50 100

REFERENCES

1. TOPOGRAPHIC DATA (2.5 FT LIDAR) ACCESSED THROUGH USGS NATIONAL MAP AND SUPPLEMENTED BY PROPOSED GRADING BY CEC, INC.
2. BUILDING ELEVATIONS ARE APPROXIMATE VALUES FROM THE LIDAR SURFACE AND ARE NOT SURVEYED FLOOR ELEVATIONS.

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DRAWN BY:	JLM	CHECKED BY:	PLM	APPROVED BY:	PLM
DATE:	JUNE 2025	DWG SCALE:	AS SHOWN	PROJECT NO:	324-055

TOPOGRAPHIC WORK MAP
PROPOSED CONDITION 1
HAMMILL PROPERTY

DRAWING NO.: **WR005**

SHEET 2 OF

P:\320-0001\324-055_CAD\Dwg\2024 Special Use Permit\324055_CLOMR Trinity and Hammill.dwg[HAMMILL PROPERTY] LS:(9/10/2025 - blopez) - LP: 9/10/2025 9:01 AM

September 10, 2025

Mr. Brad Priest
Assistant Planning Director
Town of Huntersville
105 Gilead Road, Third Floor
Huntersville, NC 28070

Mr. Priest:

Subject: Findings of Fact
North Meck Infill II Expansion
CSP-500080 (Special Use Permit)
CSP-500081 (Conditional Rezoning)
CEC Project 324-055

On behalf of Greenway Waste Solutions at North Meck, LLC (GWS), Civil and Environmental Consultants, Inc. (CEC) is providing the following Findings of Fact document in support of the Special Use Permit and Conditional Rezoning applications to the Town of Huntersville for the expansion of the existing North Meck C&D Landfill:

Off-Site LCID and C&D Landfills are permitted in the SP District subject to a Special Use Permit, according to the procedures of Section 11.4.10. The Town Board shall issue a Special Use Permit for the subject facility in the SP District if, but not unless, the evidence presented at the Special Use Permit hearing establishes the conditions below.

1. That the Site will operate in compliance with the rules according to the NCDENR for C&D and LCID landfills, as amended.

   Letter from DEQ is forthcoming

2. That the comprehensive site plan addresses each of the environmental and development standards below:

   a. A landfill which would be larger than 10 acres shall be accessed from a major or minor thoroughfare or from a street built to Industrial Collector Street standards that connects directly to a major or minor thoroughfare. Landfills 10 acres or less must directly connect to a major or minor thoroughfare, or to an Industrial Collector Street or Industrial Local Street where available. However, if such thoroughfares or streets are not reasonable available, the Board may nevertheless issue a special use permit upon finding that the use for which the permit is granted would not likely cause any injurious effect on the property adjacent to the access.

Greenway Waste Solutions at North Meck, LLC (GWSNM) has operated at the current location on Holbrooks Road since its original NCDEQ permit to operate was issued in 1993. Prior to 1993 it also operated as an LCID landfill utilizing Holbrooks Road. As no such thoroughfares outlined above are currently available, GWS proposes to connect to the future road network in the Commerce Station development once constructed and after the issuance of the permit to operate for the landfill expansion by NCDEQ. Anticipated construction for the connection to the Commerce Station development is Fall 2026. No later than 2034, all landfill traffic will be rerouted off Holbrooks Road to the new proposed landfill entrance. The Holbrooks Road entrance will be closed and gated to prevent any landfill traffic from using it.

A formal document has been provided by Stewart, Martin, & McCoy, LLC in reference to the property adjacent to this project.

b. That the proposed or existing use will be in compliance with the rules and regulations as established by Traffic Impact Analysis (TIA) Article 14.

*The facility has averaged 105 customers per day (210 trips/day or 21 trips per hour) over one year's time frame starting 5/1/24 thru 4/30/25. The facility is open from 7:00 AM to 5:00 PM Monday through Friday and 7:00 AM to 12:00 PM on Saturday. The facility does not expect additional traffic as a result of the expansion. The facility generates about 21 trips per hour or 210 trips per day which is significantly less than the 150 trips per hour or 1,500 daily trips to require a TIA, therefore, a TIA is **not** warranted. Additionally, a TIA determination was conducted by the Town of Huntersville and found a TIA was not required for this project.*

c. Neither clearing, grading, land disturbing activities nor any portion of a C&D or LCID landfill may be located within 100 feet of any exterior property line. Further, the buffer requirements for the site are required per the state permitting criteria. The requirements stated below take precedence over any and all modifications made by the state unless the state standards become more restrictive.
    - 500-foot buffer from existing residential water supply wells to fill area. *The closest active drinking water supply well to the fill area is 764 feet*
    - 200-foot buffer from adjacent property to fill area. *The nearest adjacent property to the fill area is approximately 390'. Per NCDEQ regulations, the waste mass for the facility cannot be within 200' of any neighboring property.*
    - No fill in designated wetlands or the FEMA and/or Community Special Flood Hazard Areas. *Information related to impacts to wetlands as part of this project are presented in the approved Section 404 Permit. No fill will be placed in FEMA and/or Community Special Flood Hazard Areas.*
    - 50-foot buffer from delineated streams. *Information related to impacts to streams as part of this project are presented in the approved Section 404 Permit.*

- 50-foot buffer from road right-of-way to fill area (non state requirement). *The nearest road to the fill area is Holbrooks Road. The closest section of the proposed fill area is approximately 670' from Holbrooks Road. See Conditional Rezoning and SUP site plan for additional buffer information. All buffers will comply as listed above.*

d. Driveway access to the facility must be paved for a distance of at least 100' from the public street.

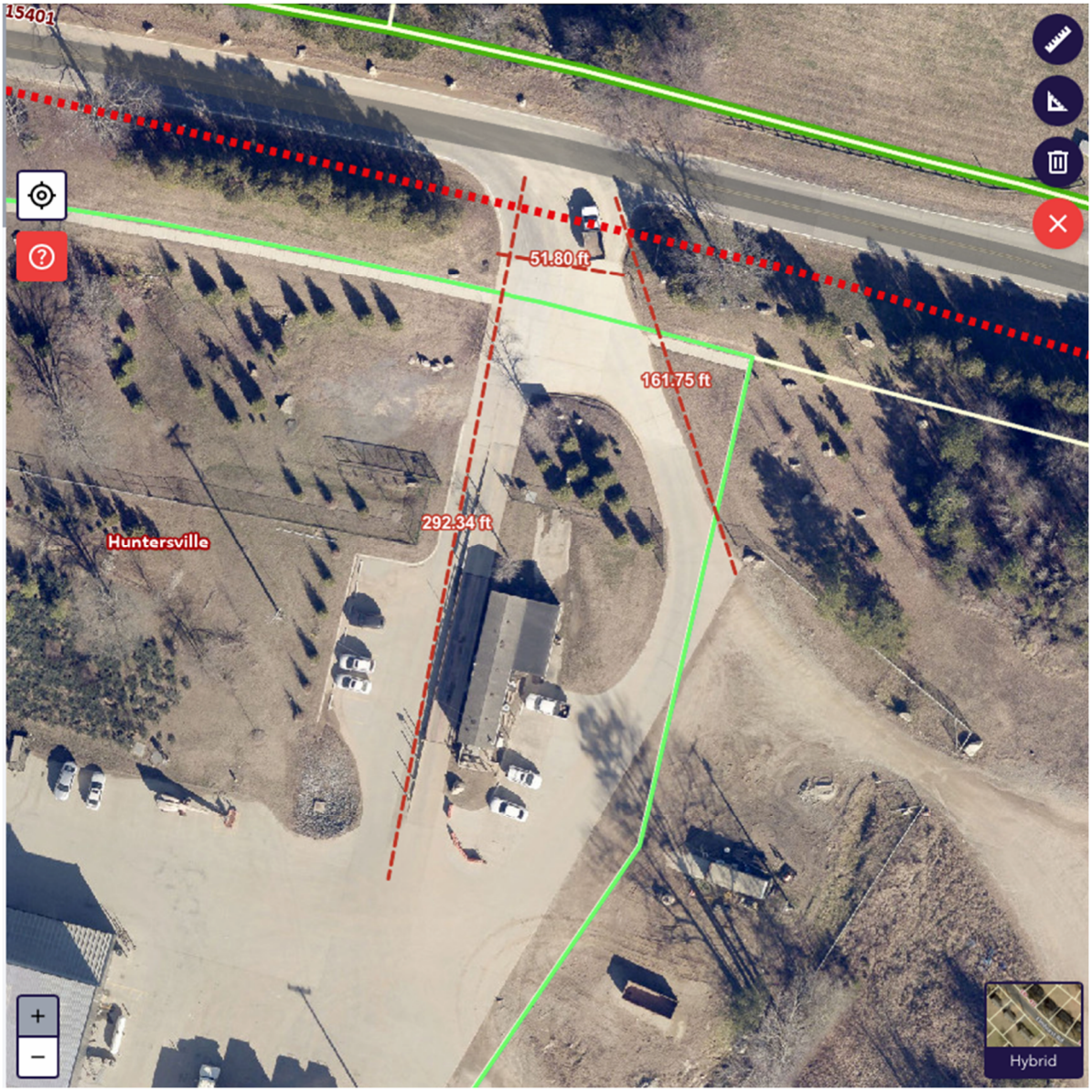
The existing driveway is paved 170' from Holbrooks Road (see driveway detail below in section "f"). The proposed driveway will be paved approximately 750' from the connection point between the future Commerce Station Industrial Facility and the new entrance.

e. Vehicular and pedestrian access to the site must be controlled; the site must be closed and secured during hours when filling activities are not under way. A non-climbable fence, at least 6' high, shall be installed around the landfill and all of its operations as a safety device. These fences must be constructed of wire mesh with openings not to exceed 2 inches by 4 inches or equivalent and must be placed on the interior side of screening/buffering devices.

A fence will be installed around the new scalehouse and site entrance until it connects with the SWIM buffer for the south stream. Fencing will also be installed along a portion of Holbrooks Road. The distance, terrain, and stream banks provide significant deterrent for site security. A modification to the ordinance has been listed on the General Notes sheet (SP002).

f. All driveways which serve the site must be wide enough to accommodate two-way traffic for a distance of at least 100 feet from the public street so that no traffic waiting to enter the site will be backed up on any public right-of-way.

The driveway is over 50 feet wide closest to Holbrooks and two-way traffic exists for about 280 feet. The future landfill connection road to Commerce Station is approximately 420 feet from Commerce Station.



3. That the landfill operator will be responsible for removal of any and all debris, dirt, or other materials which fall from trucks entering or leaving the landfill from all adjoining streets on at least a weekly basis. Failure to comply constitutes a violation of this ordinance and may constitute grounds for revocation of the operating permit.

Since the inception of the landfill, Greenway has taken pride in keeping the roadway clean. This process starts on site where we provide a well groomed tipping floor for our customers. All weather internal gravel roads help remove dirt from tires. The street is routinely washed with a water truck based on conditions but not less than weekly to remove all debris. Roadside litter is monitored and removed daily if needed. Similar roadway

maintenance will be conducted from the new landfill entrance to the intersection at Commerce Station Drive.

4. That use of the site for any purpose shall be limited to the hours of 7:00 a.m. until 6:00 p.m. Monday through Saturday, if the site adjoins or is across the street from property located in a residential district.

Per the Town of Huntersville Franchise issued on September 11, 2020, the permitted hours of use are from 7:00 AM until 6:00 PM, Monday through Friday and 7:00 AM to 12:00 PM on Saturday.

SECTION 6 - RESPONSIBILITIES OF GWSNM

6.1 General - In addition to the other responsibilities of GWSNM set forth in this Agreement, GWSNM shall do all the work and furnish at its own expense, all labor, materials, equipment and other facilities, as may be necessary and proper for performing and completing the work under the terms and conditions of this Agreement.

Unless otherwise expressly provided, the means and methods of disposal shall be as GWSNM may choose, subject, however, to all applicable rules, regulations, ordinances and laws. Only adequate and safe procedures, methods, and equipment shall be used as well as only adequately trained employees, subcontractors or other agents. The grounds and facilities, all vehicles, containers, and other equipment shall be kept in good repair and working order, good and tidy appearance, and in a sanitary condition. No noxious odors or noises from GWSNM shall be permitted at any time. Noises resulting from the normal operation of GWSNM must be within the limits of the rules or legally adopted ordinances established by the Town.

6.2 GWSNM shall continue to operate the Landfill at 15300 Holbrooks Road, Huntersville, Mecklenburg County, North Carolina. It shall be open no more than six days per week, Monday through Saturday, and be closed on Sunday. It shall open no earlier than 7:00 a.m. and close no later than 6:00 p.m. Monday through Friday and open no earlier than 7:00 a.m. and close no later than 12:00 p.m. on Saturday. Operating hours may be extended under extenuating circumstances such as in the event of a natural disaster or other emergency condition.

5

5. That a timetable has been submitted with the application indicating the development phases and the projected life expectancy of the landfill.

Based on today's waste acceptance rate, the landfill life is about 40 years

Approximate Infill 2 Expansion Volume: 3.0M cubic yards (CY)
Average Historic Disposal Rate: 108,000 CY/year
Average Historic Compaction Density: 1,372 lbs/CY
Conversion of Density to Disposal Rate: 1,372 lbs/CY / 2000 lbs/ton = 0.69 ton/CY

*0.69 ton/CY * 108,000 CY/yr = 74,000 ton/year*
Estimated Landfill Life: 3.0M ton / 74,000 ton/year ≈ 40 years.

6. That a reclamation plan is provided that shows how the site will be reclaimed upon the closing of the landfill. The reclamation plan shall state the proposed method of conservatorship and perpetual maintenance or use. It shall demonstrate that the site, when closed, will pose no threat to public safety; that the finished contours and groundcover will reestablish a compatible appearance with surrounding lands and buildings; and that the method of maintenance or use will cause no future environmental degradation.

   The landfill will be closed in accordance with NCDEQ standards (15 NCAC 13B .0543) that are in place at the time of closing. Once closed, the property may be used as open space, a solar farm, or other highest and best uses at the time of closing.

   The standard closure cap system is designed to minimize infiltration and erosion. To minimize infiltration, the cap system will consist of 18 inches of soil having a permeability less than or equal to the soils underlying the landfill, or no greater than 1.0 X 10^{-5} cm/sec, whichever is less. The low permeability layer will be installed in two 9 inch lifts. To minimize erosion and to protect the low-permeability barrier from root penetration, 18 inches of earthen material that is capable of sustaining native plant growth will overlay the low-permeability layer. The vegetative layer will be seeded according to the details on the future closure drawings approved by NCDEQ. A minimum five percent slope will be maintained for the top of the cell and the side slopes will not exceed three horizontal feet to one vertical foot. In addition to the standard closure cap system, as part of the excellence in design, where the final closure is less than a 3:1 slope, a geosynthetic final cover cap will be installed. This geosynthetic final cover cap will prevent additional infiltration into the landfill and reduce the amount of leachate generated from the expansion area. Additionally, the geosynthetic final cover cap will promote proper drainage along the side slopes of the landfill toward stormwater control measures.

   Following closure of each unit, post-closure care will be conducted for 30 years. The owner, Greenway Waste Solutions at North Meck, LLCs, will be responsible for the Facility during the post-closure period.

   As part of the landfill monitoring, the Proposed Monitoring Plan will be followed as presented in the permit application to be submitted to NCDEQ. Monitoring efforts at the site will continue for the entire closure period.

   Additionally, the NCDEQ closure and post-closure regulations for C&D landfills under section 15A NCAC 13B .0543 have been provided as an attachment as part of this submittal.

7. An existing LCID landfill shall not be required to be brought into compliance with the provisions of this ordinance provided:

a. The landfill has been continuously operating since 1990 and was not within the zoning jurisdiction of the Town of Huntersville in 1991;
b. The landfill has a valid LCID or demolition landfill permit and/or obtains any renewals of the LCID or demolition landfill permit required by the State of North Carolina and/or Mecklenburg County;
c. The landfill has a closure plan approved by the State of North Carolina and/or Mecklenburg County; and
d. In no event shall the landfill operate under a demolition landfill permit later than December 4, 2016 and further provided that on the earlier of the final date permitted for operation of the landfill or the date the landfill permanently ceases operation, the owner and/or operator of the landfill shall immediately commence and continuously pursue to completion closure of the landfill according to the provisions of the then current closure plan approved by the State of North Carolina and/or Mecklenburg County. Failure to complete closure according to such approved plan shall be a violation of this ordinance enforceable by all remedies and penalties available to the Town.
e. In no event shall a landfill operate under an LCID landfill permit later than March 3, 2028 and further provided that on the earlier of the final date permitted for operation of the landfill or the date the landfill permanently ceases operation, the owner and/or operator of the landfill shall immediately commence and continuously pursue to completion closure of the landfill according to the provisions of the then current closure plan approved by the State of North Carolina and/or Mecklenburg County. Failure to complete closure according to such approved plan shall be a violation of this ordinance enforceable by all remedies and penalties available to the Town. Recycling from an LCID landfill shall be considered an LCID activity and shall not be considered an expansion for purposes of determining nonconformance.
f. A landfill operating under an LCID landfill permit as described in e) shall meet the following requirements to the extent reasonably practicable without violating County, State, or Federal regulations:
    1. In the event that, after September 5, 2017, a driveway is permitted to replace an existing permitted driveway for the facility, the new driveway shall be paved for a distance of 100 feet from the public right of way, or, if the Planning Director determines that 100 feet of pavement is not reasonable due to topographic conditions, for such lesser distance as is determined by the Planning Director;
    2. Landscaping along street frontages to the extent commercially reasonable; and
    3. The landfill operator will be responsible for removal of any and all debris, dirt, or other materials which fall from trucks entering or leaving the landfill from all adjoining streets on at least a weekly basis, or more as needed.

The Greenway Waste Solutions at North Meck Landfill is a C&D Landfill, not an LCID landfill, therefore the section above is not applicable.

8. Any existing C&D landfill shall be permitted to continue operation in the zone in which it is located provided the landfill has an unexpired special use permit. Any expansion beyond the property boundary of an existing C&D landfill as approved on November 11, 2005 must be located in the SP district with a special use permit in accordance with the provisions of this Section.

   The proposed Infill 2 Expansion is located within the existing C&D landfill property limits.

Should you have any questions or require any additional information in support of this application, please do not hesitate to contact me at 980-237-0373 or at tgingerich@cecinc.com.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Todd Gingerich, PE
Vice President

July 9th, 2025.

Greenway Waste Solutions, LLC
Attn: Mike Griffin
15300 Holbrooks Rd
Huntersville, NC 28031

Mr. Griffin,

Thank you for updating Catawba Riverkeeper concerning the possible future expansion of the Greenway Waste Solutions at North Meck, LLC landfill. In 2019 we assessed the site and ultimately supported the proposal which would have piped approximately 1,750 ft of perennial waters and placed impervious liners over the existing C&D fills and newly buried stream. As we understand it, the plan would now daylight and divert surface waters on the site around the active site to a newly engineered channel. We enthusiastically support these changes, which will remove the possibility of pipe failure and provide onsite stream remediation.

Our organization advocates for the protection of our waters to ensure that they are swimmable, fishable, and drinkable. In general, we are opposed to increases in impervious surface and the diversion of streams as they are detrimental to water quality. However, after 2 site visits, a full stream walk, in-situ measurements at 9 locations, and a macroinvertebrate assessment, Catawba Riverkeeper believes that covering both landfills and redirecting the Unnamed Tributary (UT) to Cane Creek would be in the best interest of current and future water quality.

This nonintuitive recommendation is due to:

1. High levels of iron oxidizing bacteria and elevated conductivity indicate that groundwater from the unlined landfills is currently negatively impacting the UT.
2. Although not assessed by the NC biological assessment branch, our measurements indicate that this stream likely would be listed as impaired for biota. The 303(d) system is poorly suited to address impairment from nonpoint groundwater sources.
3. Covering the existing landfills will minimize or eliminate the infiltration of precipitation through the unlined fills and prevent leachate from entering Cane Creek.
4. Water monitoring and reporting on the unlined fills will end after 30 years. By constructing a new site on top, monitoring will be extended.
5. Siting a landfill at a new location will cause impacts to an additional part of the watershed.

A WATERKEEPER ALLIANCE® Member
102 Main St, Suite 100 McAdenville, NC 28101
Phone: 704-679-9494 Fax: 704-679-9559
www.catawbariverkeeper.org

This recommendation is based on several assumptions. If any of these are invalid, then our support is withdrawn until further examination.

1. A new landfill must be built. Our organization does not have the expertise to predict future construction waste creation and current capacity.
2. Groundwater and surface water will continue to be monitored (and remediated if necessary) for the entire site.
3. Runoff from the developed site will be captured and treated before discharging.
4. The current landfills will remain uncapped (pervious) if a new landfill is not sited on top.
5. Conditions of Cane Creek UT have not drastically improved since 2019.
6. The newly engineered channel is constructed, monitored, and repaired as needed to support aquatic life.

Please let me know if you have any additional questions.

For the River,



Brandon Jones,
Catawba Riverkeeper



Figure 1. Conductivity readings (µS/cm) in UT on 9/3/19. Sites are numbed 1-9 downstream (East) to upstream.



Figure 2. Confluence of Cane Creek (left) and UT (right)





Figure 3. Iron oxidizing bacterial mats between sites 2 and 3.

Statement of Qualifications

Full-Spectrum PFAS Remediation Solutions

Greenway Waste Solutions at North Meck, LLC.
15300 Holbrooks Road, Huntersville, NC



REGENESIS®

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North Meck Landfill Remediation Program Summary

We were introduced to this project by Greenway Waste Solutions of North Meck and have been working very closely with Civil and Environmental Engineering, Inc (CEC) to design a remedial program to eliminate 1,4 Dioxane and PFAS from groundwater at the project site. Our professional team handpicked for this project has collectively over 150 years of experience with these compounds and their associated treatment programs. It is important to note that the levels present in groundwater are relatively low and are very treatable given the hydrogeologic characteristics specific to the site. The data presented by CEC indicates that this is a low permeability environment (groundwater moves slowly through the saturated zone) which provides plenty of time to capture and remediate. Also, with our experience and design, we have a program that will treat these constituents at the compliance boundary (downgradient near Cane Creek) of the site as well as the upgradient source areas that will provide the coverage needed to capture and remediate on-site.

Primary Treatment Plan

To remediate PFAS and 1,4-dioxane impacts at the North Meck Landfill project site, REGENESIS Remediation Services (RRS) will install a PlumeStop® Colloidal Activated Carbon™ (PlumeStop) permeable retention barrier (PRB) to stop per- and polyfluoroalkyl substances (PFAS) from migrating in groundwater. The PlumeStop PRB will remove PFAS from the aqueous phase by greatly enhancing PFAS sorption onto the aquifer matrix, preventing further plume migration and eliminating the potential exposure risk to the downgradient compliance point.

The PlumeStop PRB will be installed through 240 direct push injection points with a treatment depth of 12 feet below ground surface (ft bgs) to 22 ft bgs to make up the 600-foot PFAS retention barrier near the compliance boundary at the project site. This treatment barrier will be utilized to treat both 1,4-dioxane and PFAS compounds migrating in the dissolved phase plume and is expected to have over 30 years of longevity for the PFAS contaminant of concerns (COCs). The dissolved phase 1,4-dioxane reduction in the PlumeStop treatment area is expected to be ~70%, however the compliance monitoring wells near the property boundary are currently non-detect.

An additive microbe consortium of 1,4-dioxane-degrading bacteria (1,4 D-Stroy™) can be added during the PRB installation. These microbes are not manufactured by REGENESIS, and there is limited research on this type of application or performance. However, the manufacturer, Allonnia, has indicated the microbes are robust and should work in an oxygen-rich aquifer. Allonia 1,4 D-Stroy™ (1,4 D-Stroy) is a microbe that Allonia has optimized to breakdown 1,4-dioxane - metabolizing it into water and carbon dioxide to render the contaminant harmless. A series of injection wells can be installed to add oxygen (mechanical or chemical sources) and/or additional bacteria upgradient of the PlumeStop PRB. This phase scope of work would be determined based on the results of 1,4-dioxane at the PRB.

Secondary Treatment – Infill Area Contingency Plan

It has been established for well over a decade that activated sodium persulfate based *In Situ* chemical oxidation (ISCO) reagents, such as PersulfOx will treat 1,4-dioxane. PersulfOx incorporates a dual activation mechanism including alkaline activation as well as a heterogeneous catalyst technology that deploys once the alkaline activation becomes limiting. When applied into the subsurface, PersulfOx will treat 1,4-dioxane through direct oxidation and the propagation of a variety of free radicals such as sulfate radical, hydroxyl radicals, and superoxide radicals. PersulfOx will be injected at proposed treatment locations upgradient of the planned in-fill area onsite to oxidize 1,4 Dioxane and achieve a rapid reduction in contaminant concentrations and overall mass within the treatment areas.



Introduction

REGENESIS Provides Proven and Cost-Effective Solutions for Municipal and Federal Facilities

REGENESIS® is strategically positioned in the remediation industry to provide world-class groundwater and soil remediation technologies and specialized field application services, all backed by unparalleled technical support. Our focus on soil and groundwater remediation allows us to effectively partner with and support Municipal, Federal and Department of Defense facilities in coordination with Environmental Engineering and Consulting (E&C) firms around the globe to deliver on restoring some of our environment's most sensitive and valuable natural resources.

Technical credibility and project success are at REGENESIS' core. We recognize that with each technical design and subsequent remediation project, we are partnering with highly qualified and experienced environmental remediation professionals who have clients relying on them for cost-effective results.



REGENESIS performs at the highest technical and professional level to continually exceed customer and project-specific expectations. Our efforts are driven by technology performance, cost-effectiveness, customer needs and site goals.

REGENESIS thrives on technical challenges, innovation, and problem-solving. Our reputation for teaming with leading E&C firms to successfully implement advanced *in situ* groundwater and soil remediation technologies to remediate PFAS is without precedent in the environmental industry. Our patented environmental remediation technologies are supported by the highest level of scientific research and development, based on direct customer need, optimal technology performance, and overall cost-effectiveness.

When it comes to field implementation, no one understands our remediation products better than we do. The REGENESIS Remediation Services Group (RRS) is highly experienced in delivering the most effective remediation technologies available today while using application-appropriate equipment, maintaining critical health and safety practices, and providing the highest level of application expertise available.

Leadership

Our reputation for teaming with leading E&C firms to successfully implement advanced *in situ* groundwater and soil remediation technologies is without precedent in the environmental industry.

Global Leader in Environmental Remediation Technologies

REGENESIS is recognized as a global leader in environmental remediation technologies for the treatment of contaminated groundwater and soil resources. With over 30,000 sites treated globally, our organization is known for innovation, quality, service, and effective action.

REGENESIS leads the global environmental remediation industry in:

- Providing turn-key, groundwater and soil remediation planning, design verification and application services under fixed price contracts
- Dedicated research and development of quality, specialty chemical technologies designed to treat a wide range of environmental contaminants including petroleum-based compounds, and chlorinated contaminants, and metals
- Advising regulatory bodies throughout North America, Europe, Asia, and Australia on the most effective application methods specific to the use of REGENESIS technologies to maximize project success
- Partnering with leading environmental remediation equipment companies to develop specialized tools used worldwide to successfully apply injectable specialty chemical technologies on *in situ* remediation projects
- Publishing recommendations and standards to the remediation industry on the proper design and delivery of specialty chemical technologies to ensure effective product distribution and placement
- Sponsoring and providing a consistent level of participation at key, industry-specific technical conferences





Over 30 Years of Innovation

REGENESIS Delivers the Most Effective Remediation Technologies Available

Since 1994, REGENESIS has been supporting environmental engineering firms with technical innovation and services related to *in situ* remediation. Success is not achieved until our clients' goals are met or exceeded.

To produce this outcome, we build project teams with the experience, discipline, and dedication to work together with our clients to address the unique requirements of each project site. Technical insight, timely response, and direct, honest communication are all hallmarks of the REGENESIS team.



Experience

Over 30 Years of Experience on Thousands of Remediation Projects

Since the company's inception in 1994, the environmental remediation technologies developed at REGENESIS have been applied on over 30,000 groundwater and soil remediation projects throughout the world.

Our level of involvement on many of these projects has included:

- Remediation design work
- Reagent dosing calculations
- Educating and interfacing with regulators and responsible parties
- Application/injection design and specification
- Remediation project oversight (when required on-site)
- Post-application data validation/review work
- Groundwater and Soil Remediation



PFAS Remediation

Proven Experience, Long-Term Success, and Global Leadership

REGENESIS leads the industry in effective PFAS groundwater treatment and is the only company with a proven, sustainable solution (e.g., not requiring mechanical groundwater pumping) to this global problem.

Beginning with the first *in situ* PFAS remediation project ever conducted in 2016, which has continued to remain below detection levels after over seven years, our PFAS remediation portfolio has now grown to over 70 sites treated worldwide with hundreds more planned. Our colloidal activated carbon technologies have been used on Department of Defense (DoD), municipal, and commercial sites globally, and are the subject of multiple ongoing Strategic Environmental Research and Development Program (SERDP)-funded studies for PFAS remediation efficacy. These applications have achieved an unprecedented level of success in the field, eliminating PFAS in groundwater within weeks, sustaining these results for years and eliminating risk.

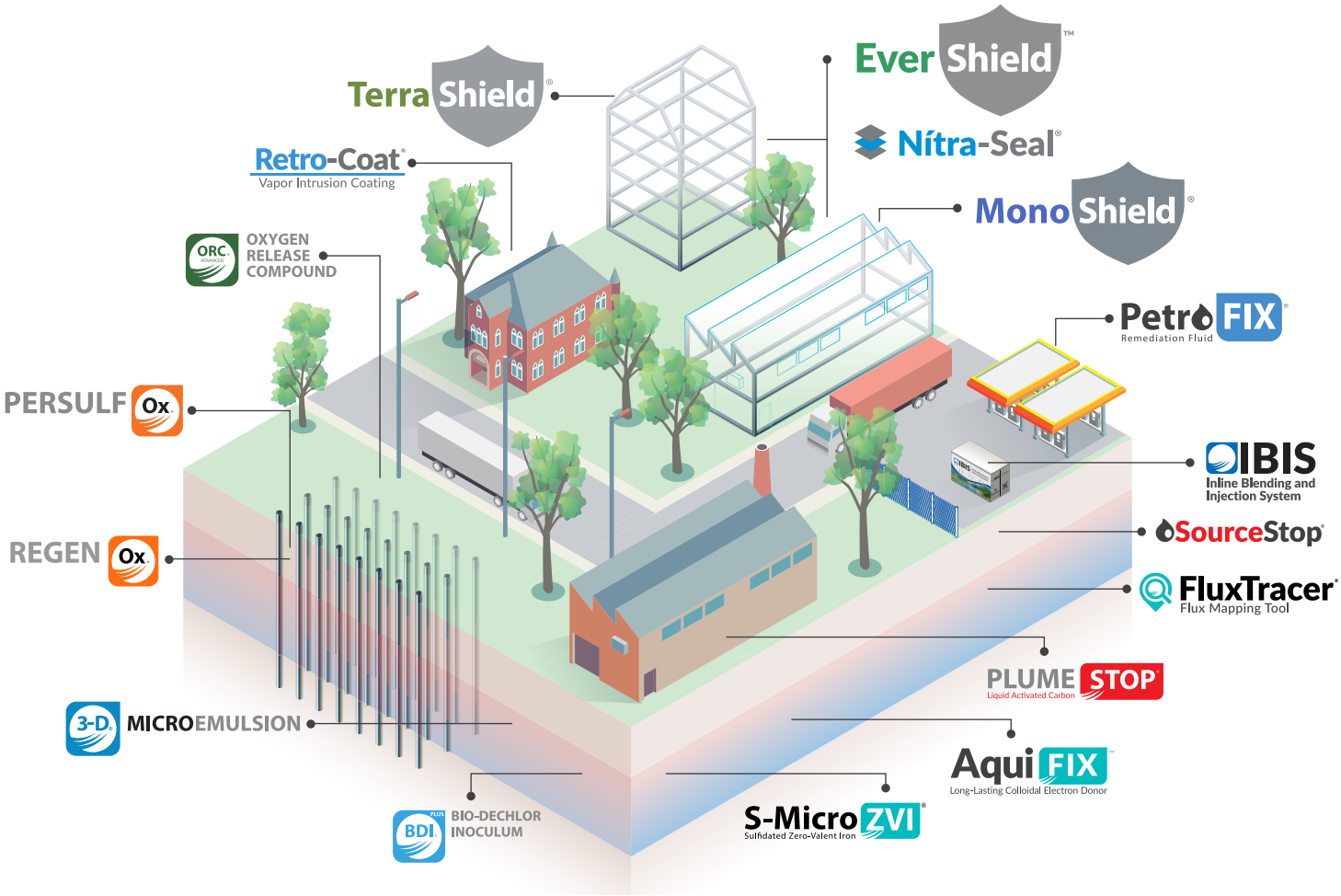
Independent modeling experts have demonstrated how PlumeStop barriers retard PFAS in groundwater, effectively immobilizing these plumes for decades without pumping or waste generation. Sustainability research efforts have shown PlumeStop barriers compared to ex-situ, pump-and-treat alternatives, reduce greenhouse gases by >95% reduction, and are ⅓ the cost.



Building on the success of PlumeStop, REGENESIS developed SourceStop, an innovative colloidal activated carbon (CAC) technology for treating PFAS contaminated soil and groundwater in source areas, including fire training areas at military bases and airports. Applied to prevent the leaching of soil contamination and halt the migration of PFAS in groundwater, the first two PFAS source area treatments incorporating SourceStop have successfully eliminated PFAS leaching on military and public airport sites.

Prior to PFAS treatment, REGENESIS employs the use of FluxTracer® Flux Mapping Tools deployed to define and target the mass flux zones for PFAS and other groundwater contaminants more accurately. In one of its first uses for PFAS remediation design verification, the increased resolution achieved by FluxTracer implementation allowed the treatment zone to be reduced by 50 percent, and resulted in the reduction of the overall project cost.

Offering full-spectrum PFAS remediation solutions and services, REGENESIS continues to innovate and serve as a global leader in eliminating PFAS risk, leading the industry in sustainable, cost-effective solutions that deliver resilient environmental, social, and economic value to communities globally.

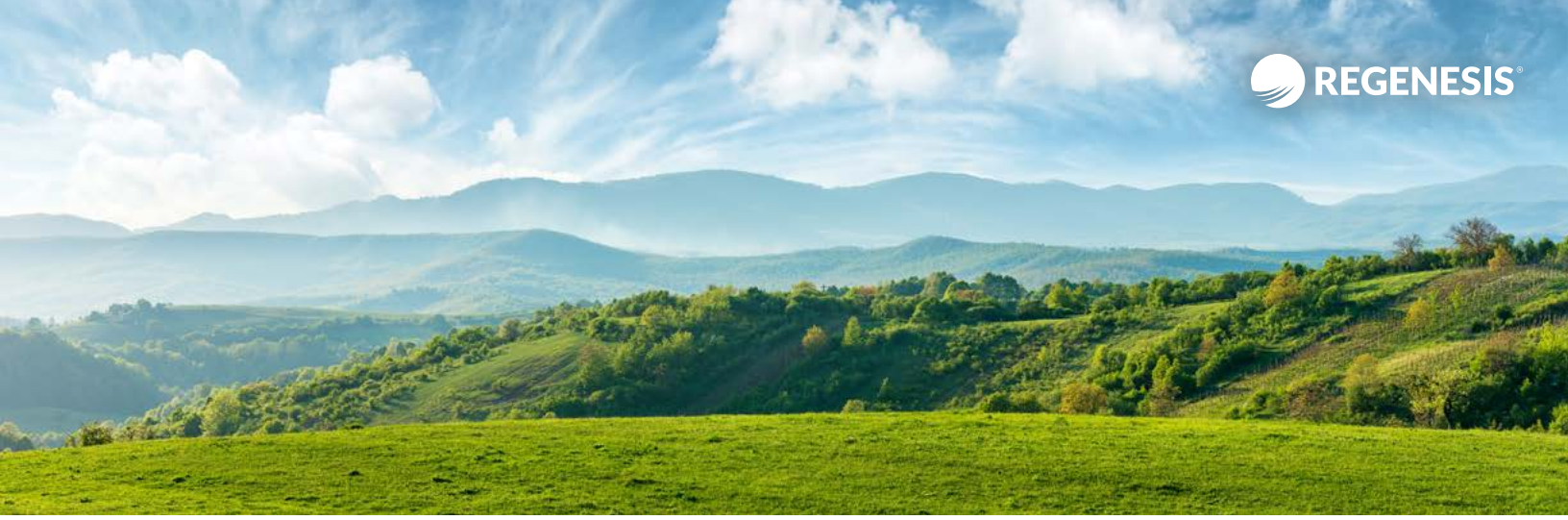


Remediation Products and Technologies

Lab-Tested and Field-Proven

REGENESIS is an industry-leading environmental technology solutions company focused on providing remediation professionals with specialized, science-based, environmentally compatible products for safely and cost-effectively treating soil and groundwater contaminants. Over the years, REGENESIS has developed a full line of proven and trusted remediation products and technologies offering a range of amendment solutions for contaminants including PFAS, chlorinated solvents, petroleum hydrocarbons and a wide range of other organic contaminants including 1,4-dioxane.

Since its inception in 1994 with the launch of Oxygen Release Compound (ORC®) for the treatment of petroleum hydrocarbon-impacted sites, the Company has systematically introduced new products at a pace of once every two years. REGENESIS products fall into a range of specific categories, including enhanced aerobic biodegradation, enhanced anaerobic biodegradation, bioaugmentation, *in situ* chemical oxidation (ISCO), *in situ* chemical reduction (ISCR), *in situ* sorption and metals immobilization.



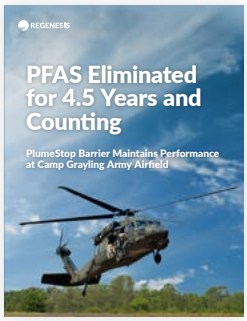
Recommended Technologies For The North Meck Landfill Site

PlumeStop® Liquid Activated Carbon™ is composed of very fine (1-2 micron-size) activated particles suspended in water through a unique, organic polymeric dispersion chemistry that resists clumping and allows permeation through aquifer materials. PlumeStop sorbs to the aquifer matrix soon after injection, rapidly removing contaminants from the groundwater to eliminate risk. It has been sucessfully used to treat PFAS at over 70 sites globally and hundreds of others impacted by a wide range of organic contaminants.

PersulfOx® is an advanced *in situ* chemical oxidation (ISCO) reagent that destroys organic contaminants found in groundwater and soil through abiotic chemical oxidation reactions. It is an all-in-one product with a built-in catalyst which activates the sodium persulfate component and generates contaminant-destroying free radicals without the costly and potentially hazardous addition of a separate activator. PersulfOx is our recommended technology for treating 1,4-dioxane.

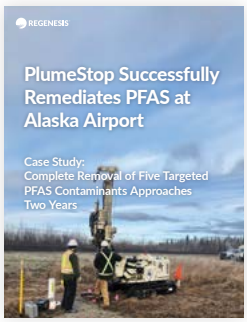
FluxTracer® Flux Mapping Tools are easy-to-use devices that vertically delineate contaminant mass flux and groundwater velocity within existing monitoring wells to aid in site characterization and remedial designs. Conventional methods (pump and slug tests) give a single value for groundwater velocity whereas passive tools like FluxTracer are designed to distinguish individual zones within an aquifer. This level of resolution is especially useful for remediation design. Easy-to-use, FluxTracer vertically delineates contaminant mass flux and groundwater speed within an existing monitoring well to aid in site characterization and remedial designs, helping to improve the overall design and application of the remedial amendments applied.

Recent Projects



PFAS Eliminated for 4.5 Years and Counting

As a pilot test demonstration, RRS injected PlumeStop to stop PFAS migrating in groundwater at a former Army airfield in Michigan, U.S., one of the first *in situ* treatments for PFAS. Following treatment, PFAS were eliminated in groundwater within 30 days. These results have been maintained over the 4.5 years of monitoring completed thus far. PCE, an additional contaminant of concern commingled with PFAS, has been eliminated from groundwater to below detection limits over this timeframe.



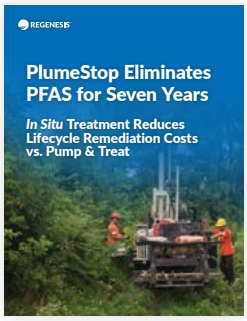
PlumeStop Successfully Remediates PFAS at Alaska Airport

PlumeStop was applied to treat PFAS resulting from AFFF usage at an airport facility in Alaska. The application has reduced the five targeted PFAS below detection limits and applicable cleanup levels in a challenging hydrogeologic environment over a sampling period now approaching two years. As monitoring continues, PlumeStop has already proven its effectiveness at removing PFAS from groundwater at AFFF source zones to stop further plume migration and protect downstream receptors. The results achieved thus far prove PlumeStop's effectiveness at treating AFFF source zones, even in highly conductive aquifer materials observed at FAI. This pilot test adds to a growing number of PFAS sites successfully treated with PlumeStop to below applicable regulatory standards.



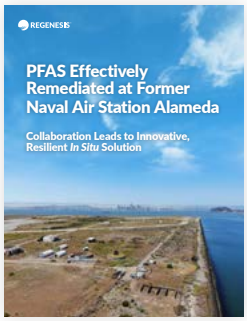
Martha's Vineyard Airport Successfully Treated Using PlumeStop to Eliminate PFAS Risk

A PlumeStop barrier was used to treat PFAS at Martha's Vineyard Airport in Massachusetts. In less than four months, PlumeStop eliminated PFAS mass flux immediately downgradient of the barrier and significantly reduced PFAS concentrations further away. The cost-effective and sustainable solution to remove PFAS exposure was the selected alternative to an expensive pump-and-treat approach, avoiding long-term operations and maintenance and transporting PFAS waste materials off the island for disposal.



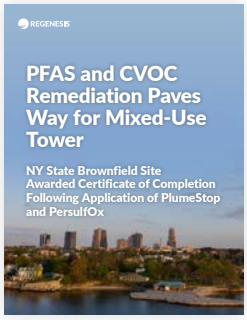
PlumeStop Eliminates PFAS for 7+ Years

The first known full-scale *in situ* PFAS treatment worldwide was completed in 2016 at a manufacturing and former firefighting training site in Ontario, Canada, where aqueous film-forming foams (AFFF) were used. A single application of PlumeStop resulted in a significant reduction of contaminant concentrations to below standards for 7+ years since the injection. An independent fate and transport modeling expert predicts that PlumeStop will halt PFAS migration out of the treatment zone for more than 60 years, preventing exposure risk and reducing liabilities for the site owner.



Alameda Naval Air Station – California

At the former Naval Air Station Alameda, historical firefighting activities left high PFAS concentrations in groundwater, threatening the Oakland Estuary. In response, a 720-foot PlumeStop permeable reactive barrier was installed. Early results show greater than 99.7% PFAS reduction in the treatment zone with substantial reductions downgradient, effectively protecting the sensitive ecosystems in the harbor.



Manufacturing Facility – New York

At a former manufacturing site in New York, 1,4-dioxane and 1,1-DCE persisted in a fractured bedrock aquifer despite years of costly pump-and-treat. A PersulfOx ISCO program was applied as a lower-cost, *in situ* alternative. Following treatment, both contaminants were reduced to non-detect in the source area, with surrounding low-level impacts also eliminated. Results have been sustained through ongoing monitoring, demonstrating PersulfOx as an effective replacement for pump-and-treat at challenging sites.



Örnsköldsvik Airport – Sweden

At an airport in East-Central Sweden, PFAS from historical firefighting foam use impacted a shallow sand aquifer, with concentrations reaching 100,000–200,000 ng/L. A 70-meter PlumeStop® barrier was installed across the plume core during sub-zero winter conditions. Within one month, PFAS levels at the barrier declined by over 95%, reaching near or below detection within six months. Downgradient wells 35–65 meters away also showed >75% reductions, demonstrating the barrier's effectiveness in halting PFAS migration.



Textile Facility – Belgium

At a textile manufacturing facility in Belgium, spills and leaks led to PFAS impacts in shallow soils and groundwater, with concentrations exceeding 10,000 ng/L in the clay capillary zone. A pilot test applied SourceStop® to reduce PFAS leaching. Within the first month, groundwater PFAS concentrations declined by 89%, with reductions greater than 99% sustained over five months across all compounds. The treatment effectively cut off PFAS flux from the source zone, demonstrating broad applicability for preventing plume development.

Working With REGENESIS Remediation Services

REGENESIS® Remediation Services

- We work directly with environmental engineering/ consulting firms to engineer remediation solutions employing REGENESIS' globally recognized advanced technologies
- We mobilize our own state-of-the-art dosing and monitoring equipment to ensure successful results
- We partner with experienced regional drill and push contractors to ensure timely mobilization and control costs
- We take sole responsibility for meeting project objectives, as turn-key provider of design, advanced chemical technologies, and application services
- We have an excellent reputation with our insurance carriers, working closely with our brokers to ensure that its insurance policies are provided or secured from insurance carriers that have a minimum rating of "A" by the A.M. Best Company, Inc.





Health and Safety

REGENESIS EMR Rating:

2022:	0.71
2023:	0.73
2024:	0.67
2025:	0.74

Experience Modification Rate (EMR) is used by insurance companies to gauge risk, a score of 1.0 is considered the industry average, and a lower score indicates an overall lower risk.

As an industry leader in the development, manufacturing, dosing and application of chemical remedial reagents, REGENESIS has been at the forefront of environmental technologies. As a result, the company considers worker health and safety a top priority. REGENESIS maintains a comprehensive corporate Health and Safety Program that is adhered to by all that are under REGENESIS supervision. Safety is a vital part of the RRS operational philosophy, extending beyond REGENESIS staff to all subcontractors under RRS supervision. REGENESIS field services employees maintain OSHA 40-hour initial health and safety training and 8-hour annual training in compliance with OSHA 1910.120.

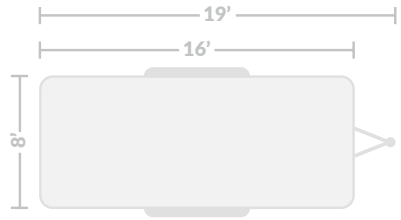


RRS uses and maintains a range of high-quality mixing, batching, pumping and injection equipment in order to optimize performance and minimize in-field disruption due to equipment related issues.

RRS Personnel Monitoring, and Documentation

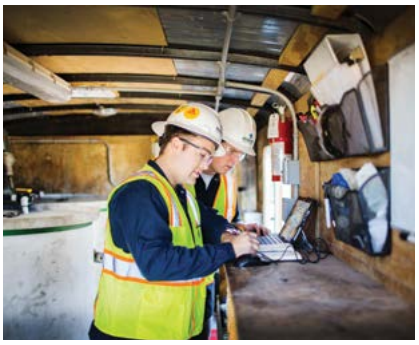
All RRS field personnel are highly trained, project professionals. Safety is their primary concern on the job site. RRS remediation trailers are staffed with our experienced project professionals to ensure proper delivery and distribution of the remediation chemistry throughout the target treatment zone. Real-time groundwater monitoring of the existing observation wells is conducted while implementing injection programs to evaluate the influence and distribution of the remediation chemistry. The RRS project manager has the knowledge and experience to make modifications as necessary based on the evaluation of real-time monitoring data and observations. This ensures the application is performed efficiently and cost-effectively while adhering to the intent and goals of the application. All observations, real-time monitoring, and application delivery information is documented using processes that can be efficiently turned around to the client. Application delivery information such as start/stop times, injection intervals, flow rates, pressures, total gallons, gallons per interval, and more are recorded for each injection location.

Application Equipment

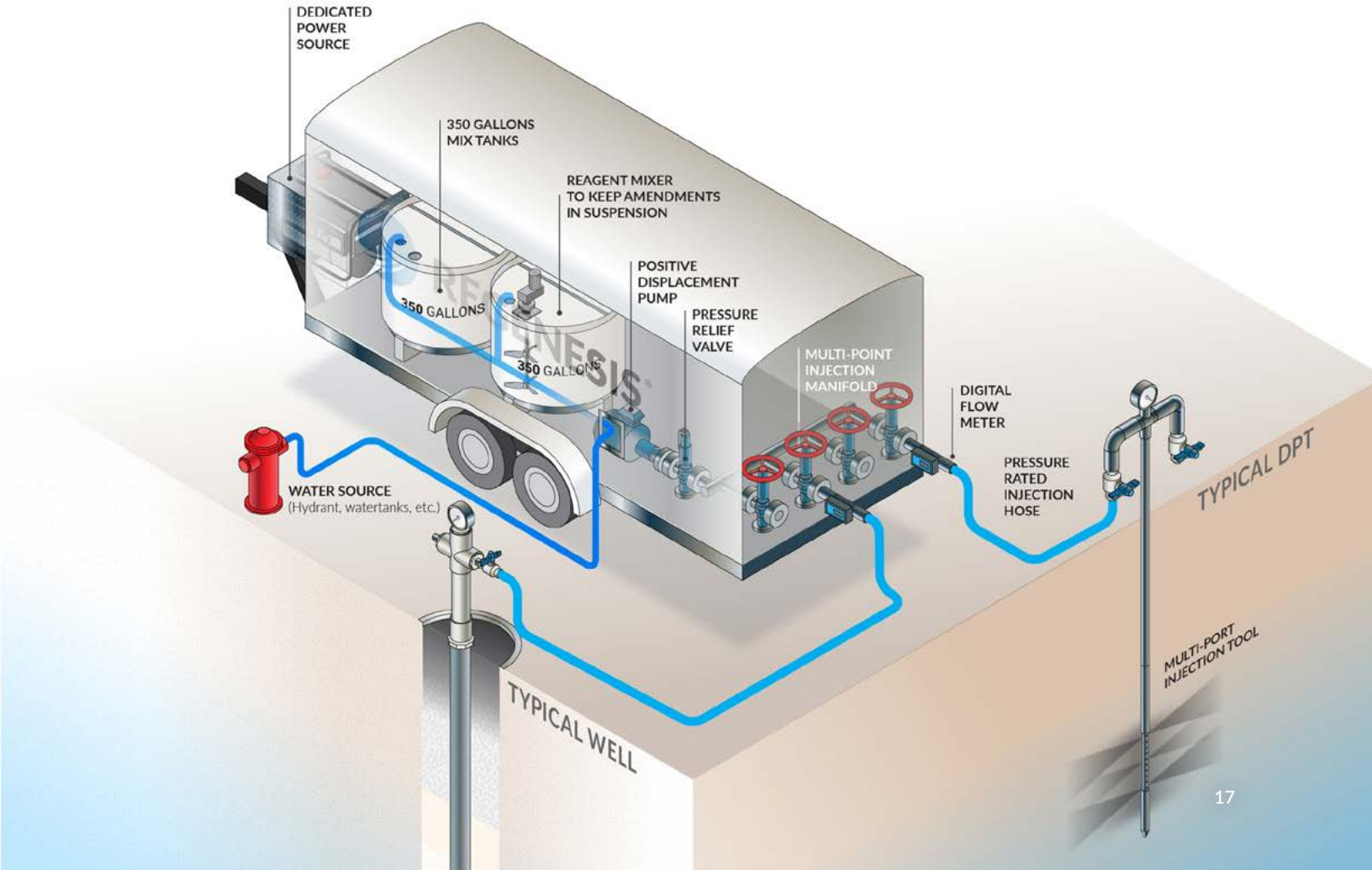


Overhead view of injection trailer with dimensions

RRS uses and maintains a range of high-quality mixing, batching, pumping and injection equipment in order to optimize performance and minimize in-field disruption due to equipment-related issues. RRS applies remediation chemistries using a range of customized mobile remediation equipment located across the globe. Each is a fully enclosed unit, containing chemically resistant mixing tanks, pumps, and a delivery system equipped for direct connection to injection wells, direct-push injection rods as well as pug mills and other soil mixing equipment. Each remediation trailer is capable of applying reagents over a 28,000 ft^2 area and is fully equipped.



RRS remediation trailers typically deliver REGENESIS remediation chemistries as a solution using a multiple diaphragm positive displacement pump. This prevents pulsation of the remediation chemistry while being applied to the subsurface. Application pumps are capable of handling corrosive oxidants, reductants, and solutions with particulates up to 500 microns. The application pumps can deliver the remediation chemistry at pressures capable of overcoming any potential hydraulic constraints for all natural geologic subsurface conditions. Mechanisms to monitor, limit, and regulate injection pressures and injection flow rates are components of the control system in each trailer. Automatic and manual safety bypass mechanisms are installed to release back pressure buildup in the event injection pressures exceed safe ranges.



REGENESIS Remediation Services: A World Class Team

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North Meck Landfill Site Project Team



Maureen Dooley Vice President Industrial Sector

Ms. Dooley has over thirty years' experience in many aspects of environmental industry including project management, research and development, senior technical oversight, remedial design and laboratory management. Ms. Dooley's current position is the Vice President Industrial Sector for REGENESIS. She is responsible for business development and technical support associated with REGENESIS bioremediation, chemical oxidation and carbon sorption industrial client remediation programs. As part of her responsibilities at REGENESIS she has reviewed hundreds of potential projects and provided recommendations for remediation. Much of her work over her career has been focused on the development and implementation of bioremediation programs.

Over the past several years, however, she has been focused on PFAS and chlorinated hydrocarbon sites working with commercial manufacturing clients and property developers to mitigate risk and liabilities. Ms. Dooley has drafted hundreds of project proposals, evaluations and reports related to the feasibility of using in situ remediation. In addition, prior experience includes the completion of numerous treatability studies designed to evaluate the biodegradation of a wide range of chemical constituents that include chlorinated solvents, petroleum hydrocarbons, explosives, aromatic hydrocarbons and pesticides.



David S. Peterson Principal Hydrologist and Applications Engineering Manager

Mr. Peterson has over 25 years of experience in the environmental engineering/consulting industry. In his current position with Regenesis, Mr. Peterson is responsible for remediation technology proposal evaluation, data review, performance evaluations, client support, and product installation/application support for numerous sites. Over the last ten years he has focused his efforts on remediation approaches using injection of high-volume chemical oxidation and bioremediation products and soil mixing techniques. In addition, he has been managing turn-key remediation services for various clients. His professional background includes the assessment, evaluation, and implementation of groundwater and soil remediation technologies for a number of contaminant and aquifer types. This experience has been developed on a wide range of sites from the Federal Superfund level to retail gas station and dry cleaners. In addition, he has experience in ROD negotiation with the U.S.E.P.A. and extensive experience in flow and solute-transport modeling for remediation design and litigation support. Mr. Peterson has an M.S. in Earth Science from Adelphi University and a B.S. in Geology (Engineering) from Hofstra University.



Jeremy Birnstingl Vice President Environmental Technology (UK)

Dr. Birnstingl directs technology commercialization and acquisition efforts for REGENESIS, worldwide. He oversees new product commercialization efforts and operates as a senior technical director on key remediation projects involving advanced in situ technologies. Dr. Birnstingl previously served as the founding Managing Director of REGENESIS in Europe, responsible for establishing technical and administrative teams across the continent within multiple legislative regimes and operating currencies.

Prior to joining REGENESIS he served as Principal Environmental Scientist with URS Corporation. He has given numerous national and international seminars, university lectures and conference presentations in his technical area, and has published articles and papers in academic journals, conference proceedings and in the wider environmental subject literature. Dr. Birnstingl received a B.Sc. (Hons.) Environmental Biology from the University of Essex and a Ph.D. in Environmental Chemistry from the University of Lancaster.



Steve Barnes Remediation Services Director of Operations

Mr. Barnes has over 15 years of experience as an environmental geologist/project manager relating to soil, sediment, and groundwater contamination throughout U.S. while working under various regulatory agencies. His experience includes the development of work plans to investigate soil and groundwater contamination for commercial and industrial properties, evaluation, selection, and implementation of remedial design methods, the design, operation, and maintenance of dual phase extraction systems, several large-scale dig and haul remedial projects, soil and sediment stabilization, and in situ groundwater and soil treatment utilizing chemical oxidation, chemical reduction, and enhanced bioremediation. Most recently, Mr. Barnes has been responsible for managing regional project managers while overseeing daily operations of the Remediation Service Division.



Scott Mullin Vice President of Remediation Services

Mr. Mullin leads the Remediation Services Division of REGENESIS. His 20 years of managing experience and leadership have focused on environmental remediation, project management, and client relations. He oversees the technical design and implementation of chemical oxidation, bioremediation, and vapor intrusion technologies. Mr. Mullin is a graduate of Ripon College and holds a Bachelor's of Science in Biology.



Ryan Moore Program Director of PFAS Remediation

Ryan is the REGENESIS Program Director of PFAS Remediation. His background includes environmental consulting and laboratory operations, specifically in situ treatments, site investigations, corrective action evaluations, soil and groundwater remediation projects, and business development. He has more than 23 years of experience as an environmental project manager and laboratory account executive relating to contaminated sites throughout the U.S. He has presented at multiple conferences on PFAS in situ remediation, including events hosted by Battelle, AIPG, and AEHS, among other recognized environmental associations. He has a B.S. in Environmental Studies from Manchester University, North Manchester, Indiana.



Paul Erickson, PhD Vice President of Research and Development

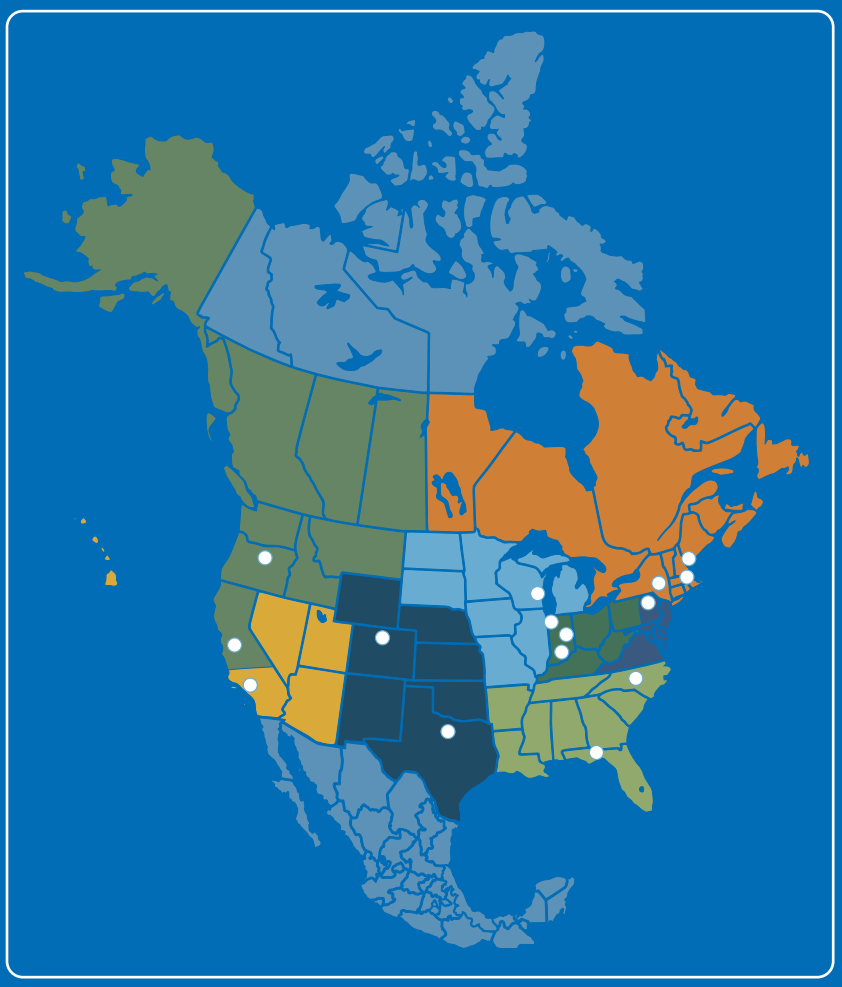
Dr. Paul Erickson is the Vice President of Research & Development with REGENESIS, overseeing the commercialization of new environmental solutions to address complex remediation challenges. In his time with REGENESIS, Dr. Erickson led the development of a number of remediation products and technologies, including PetroFix, AquiFix, SourceStop and FluxTracer. Dr. Erickson earned a BS degree in Chemistry from Florida State University, a Masters in Chemistry from the University of Minnesota, and a PhD in Environmental Chemistry from ETH Zurich. He is an author on over 20 peer-reviewed scientific publications mainly in the area of environmental chemistry.

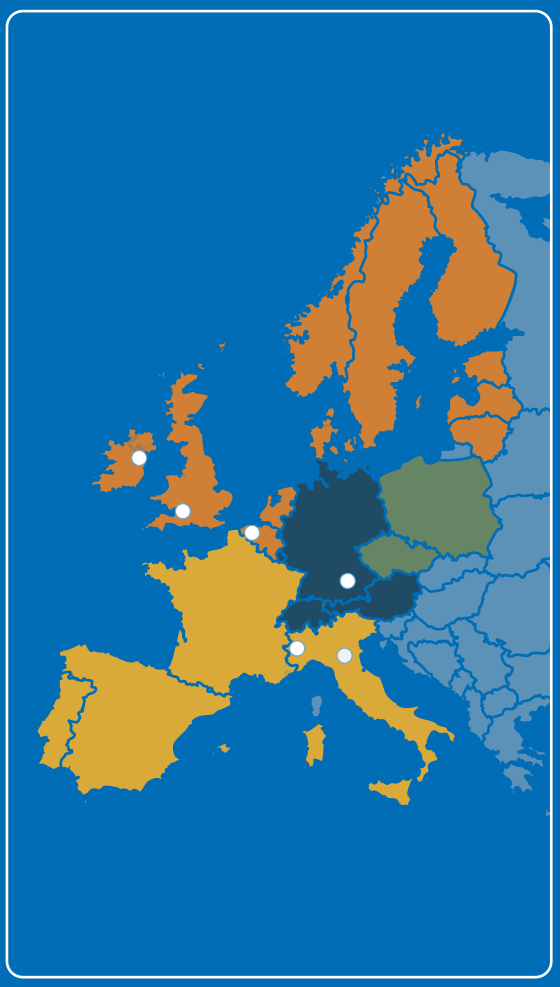


Yen-Ling Liu, PhD Senior Research Scientist of R&D

Dr. Yen-Ling Liu is the Senior Research Scientist of Research & Development with REGENESIS. Dr. Liu specializes in the development and improvement of new and existing technologies to remediate environmental contaminants such as per- and polyfluorinated alkyl substances (PFAS). Dr. Liu conceptualized and designed SourceStop. Before joining Regenesis, Dr. Liu was a postdoctoral researcher affiliated with North Carolina University's PFAS testing network, where she developed her expertise in the management and study of PFAS in the environment. Dr. Liu holds a PhD in Civil Engineering from the Ohio State University, a Masters in Environmental Engineering from National Taiwan University and earned a BS degree in Bioenvironmental Systems Engineering from National Taiwan University. Dr. Liu's scientific publications, which have garnered over 700 citations, stand as a testament to the impact and relevance of her research in the field of environmental engineering.

We're Ready to Help You Find the Right Solution for Your Site





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General Application

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

1. Application Type

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

☐ Change of Use ☐ Commercial Site Plan ☐ Conditional Rezoning ☐ General Rezoning ☐ Master Signage Program ■ Special Use Permit ☐ Revision to Original Project # _____ ☐ Other _____	SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance ☐ Sketch Plan ☐ Preliminary Plan ☐ Final Plat (Includes Minor Subdivision) ☐ Exempt Subdivision ☐ Final Plat Revision ☐ Farmhouse Cluster

2. Project Data

Date of Application June 2, 2025

Name of Project North Meck Infill II Expansion Phase # (if subdivision) _____

Project Address 15300 Holbrooks Road, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01910102, 01910109, 01910116,01910113, 01910119, 01910

Current Zoning District SP-CD Proposed District (for rezoning only) _____

Property Size (acres) 220.9 Street Frontage (feet) _____

Current Land Use C&D Landfill and Recycling Center

Proposed Land Use(s) C&D Landfill and Recycling Center

Is the project within Huntersville's corporate limits?
Yes_☑_ No_____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

This special use application is being submitted on behalf of Greenway Waste Solutions at North Meck, LLC. for the Infill II Landfill Expansion project.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at https://www.huntersville.org/528/Permits-Process.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name Greenway Waste Solutions at North Meck Phone 919-795-0599

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title Chief Operating Officer Email jdbrown@griffinbros.com

Address of Applicant 19109 West Catawba Ave. Suite 110 Cornelius, NC 28031

7. Property Owner (if different than applicant)

*Printed Name N/A Phone N/A

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

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner _____

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

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

8. Development/Design Firm Contact Information

N/A

Development Firm	Name of Contact	Phone	Email
Civil and Environmental C	Todd Gingerich	980-260-2108	tgingerich@cecinc

Design Firm	Name of Contact	Phone	Email

Contact Information

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

DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
69 DARLINGTON AVENUE
WILMINGTON, NORTH CAROLINA 28403-1343

August 13, 2025

Regulatory Division

Action ID: SAW-2022-02469
North Mecklenburg C&D Landfill Expansion SIP

Ron Gilkerson
Greenway Waste Solutions at North Meck, LLC
19109 West Catawba Avenue, Suite 100
Greenville, South Carolina 28031
ron@griffinbros.com

Dear Mr. Gilkerson:

In accordance with your written request of October 2, 2024, and the ensuing administrative record, enclosed is a permit to construct the North Mecklenburg C&D Landfill Expansion project. These activities will permanently impact 1.5 acres of wetlands and 0.31-acre (2,667 linear feet) of perennial and intermittent streams. The project would also impact approximately 0.23-acre of wetland and 4,116 linear feet of stream to construct the associated Brooks Permittee Responsibility Mitigation site resulting in the enhancement or restoration of approximately 5.51 acres of wetlands and 4,292 linear feet of stream under a watershed approach.

Any deviation in the authorized work will likely require modification of this permit. If any change in the authorized work is necessary, you should promptly submit revised plans to the Corps showing the proposed changes. You may not undertake the proposed changes until the Corps notifies you that your permit has been modified.

Carefully read your permit. The general and special conditions are important. Your failure to comply with these conditions could result in a violation of Federal law. Certain significant general conditions require that:

a. You must complete construction before December 31, 2035.

b. You must notify this office in advance as to when you intend to commence and complete work.

c. You must allow representatives from this office to make periodic visits to your worksite as deemed necessary to assure compliance with permit plans and conditions.

If you have questions regarding this authorization, please contact Emily Greer at the Charlotte Regulatory Field Office via email at emily.c.greer@usace.army.mil.

FOR THE CHIEF, REGULATORY DIVISION:

Sincerely,

Sam Dailey

Tommy Fennel
Chief, Regulatory Division
Wilmington District

Enclosures

E-Copy Furnished w/attachments**:**

Ms. Lisa Mash, Civil and Environmental Consultants, lmash@cecinc.com
Ms. Suzanne Knudsen, Civil and Environmental Consultants, sknudsen@cecinc.com
Mr. Kevin Thomas, Davey Resource Group, Inc., kevin.thomas@davey.com
Mr. Todd Bowers, U.S. Environmental Protection Agency, Bowers.todd@epa.gov
Ms. Sue Homewood, North Carolina Division of Water Resources, Sue.Homewood@ncdenr.gov

DEPARTMENT OF THE ARMY PERMIT

Permittee **GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC**
ATTN: MR. RON GILKERSON

Permit No. **SAW-2022-02469**

Issuing Office **CESAW-RG-C**

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: **The proposed project will expand an existing landfill, North Meck C&D Landfill, requiring the permanent discharge of fill material into 1.5 acres of wetlands and 0.31-acre (2,667 linear feet) of perennial and intermittent streams. The project would also impact approximately 0.23-acre of wetland and 4,116 linear feet of stream to construct the associated Brooks Permittee Responsibility Mitigation (PRM) site resulting in the enhancement or restoration of approximately 5.51 acres of wetlands and 4,292 linear feet of stream under a watershed approach.**

Project Location: **The project area is located at 15300 Holbrooks Road, in Huntersville, in Mecklenburg County, North Carolina (35.398626°N, -80.817826°W). The Brooks PRM site is located in Monroe, Union County, North Carolina (34.945559°N, -80.460778°W).**

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **December 31, 2035.** If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have

found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit,

Special Conditions:

SEE ATTACHED SPECIAL CONDITIONS

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

*U.S. GOVERNMENT PRINTING OFFICE: 1986 - 717-425

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

*U.S. GOVERNMENT PRINTING OFFICE: 1986 - 717-425

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Ronald C. Gilkerson 8/12/25

(PERMITTEE) **Greenway Waste Solutions at North Meck, LLC** *(DATE)*
RON GILKERSON

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Sam Dailey 13 August 2025

(DISTRICT COMMANDER) **BRAD A. MORGAN, P.E., COLONEL** *(DATE)*

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE) *(DATE)*

*U.S. GOVERNMENT PRINTING OFFICE: 1986 - 717-425

SAW-2022-02469
NORTH MECK C&D LANDFILL EXPANSION
SPECIAL CONDITIONS

COMPENSATORY MITIGATION

1. Mitigation: The Permittee shall fully implement the compensatory mitigation plan, entitled Brooks Stream and Wetland – Permittee Responsible Mitigation Plan, dated April 2025, for the unavoidable impacts to 1.5 acres of wetlands and 0.31-acre (2,667 linear feet) of perennial and intermittent streams. Activities prescribed by this plan shall be initiated prior to, or concurrently with, commencement of any construction activities within jurisdictional areas authorized by this permit. The Permittee shall restore and enhance 5.51 acres of wetland and 4,292 linear feet of stream in accordance with the plan and with the following conditions:

a) The Permittee, Greenway Waste Solutions at North Meck, LLC, is the party responsible for the implementation, performance, and long-term management of the compensatory mitigation project.

b) Any changes or modifications to your mitigation plan shall be first approved by the Corps.

c) The Permittee shall maintain the entire mitigation site in its natural condition, as altered by the work in the mitigation plan, in perpetuity. Prohibited activities within the mitigation site specifically include, but are not limited to: Filling; grading; excavating; earth movement of any kind; construction of roads, walkways, buildings, signs, or any other structure; any activity that may alter the drainage patterns on the property; the destruction, cutting, removal, mowing, or other alteration of vegetation on the property; disposal or storage of any garbage, trash, debris or other waste material; graze or water animals, or use for any agricultural or horticultural purpose; or any other activity which would result in the property being adversely impacted or destroyed, except as specifically authorized by this permit.

d) The Permittee shall not sell or otherwise convey any interest in the mitigation property used to satisfy the mitigation requirements for this permit to any third party, without prior written approval from the Wilmington District Corps.

e) Within 60 days of notification by the Corps that the compensatory mitigation is unsuccessful, the Permittee shall submit to the Corps an alternate compensatory mitigation proposal to fully offset the functional loss that occurred as a result of the project. The alternate compensatory mitigation proposal may be required to include additional mitigation to compensate for the temporal loss of wetland function associated with the

unsuccessful compensatory mitigation activities. The Corps reserves the right to fully evaluate, amend, and approve or reject the alternate compensatory mitigation proposal. Within 120 days of Corps approval, the Permittee will complete the alternate compensatory mitigation proposal.

2. Conservation Easement:

a) The Permittee shall preserve and maintain 5.51 acres of wetlands and 4,292 linear feet of streams within the 16.85-acre Brooks Stream and Wetland PRM site, as indicated on the attached plat. The Permittee is prohibited from performing any of the following activities on the property: Filling; grading; excavating; earth movement of any kind; construction of roads, walkways, buildings, signs, or any other structure; any activity that may alter the drainage patterns on the property; the destruction, mowing, or other alteration of vegetation on the property; disposal or storage of any garbage, trash, or other waste material; or any other activity which would result in the wetlands being adversely impacted or destroyed.

b) Prior to initiating work authorized by this permit, the Permittee shall execute and cause to be recorded a conservation easement prohibiting those activities listed in Condition (a) above. The holder of this easement and all terms and conditions of this easement has been identified as Restoration Systems, LLC.

c) Within 30 days of the recordation of the easement, the Permittee shall provide the Corps a copy of the recorded easement. The Permittee shall take no action inconsistent with the terms and purpose of the conservation easement on the property described therein.

3. Mitigation Release: The Permittee's responsibility to complete the required compensatory mitigation, as set forth in the Special Condition 14 of this permit, will not be considered fulfilled until mitigation success has been demonstrated and written verification has been provided by the Corps. A mitigation area which has been released will no longer require monitoring or reporting by the Permittee; however, the Permittee, Successors and subsequent Transferees remain responsible to ensure that the mitigation area(s) remain in a condition appropriate to offset the authorized impacts in accordance with the approved mitigation and monitoring plan and the general and special conditions of this permit.

WORK LIMITS / NOTIFICATION

4. **Work Limits:** All work authorized by this permit shall be performed in strict compliance with the attached permit plans dated January and March 2025, which are a part of this permit. The Permittee shall ensure that the construction design plans for this

project do not deviate from the permit plans attached to this authorization. Any modification to the attached permit plans must be approved by the U.S. Army Corps of Engineers (Corps) prior to any active construction in waters or wetlands.

5. **Unauthorized Dredge and/or Fill:** Except as authorized by this permit or any Corps-approved modification to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, within waters or wetlands. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area. This prohibition applies to all borrow and fill activities connected with this project.

6. **Permit Distribution:** The Permittee shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this permit. A copy of this permit, including all conditions and drawings shall be available at the project site during construction and maintenance of this project.

7. **Notification of Construction Commencement and Completion:** The Permittee shall notify the U.S. Army Corps of Engineers in writing prior to beginning the work authorized by this permit and again upon completion of the work authorized by this permit.

8. Reporting Address: All reports, documentation, and correspondence required by the conditions of this permit shall be submitted to the following: U.S. Army Corps of Engineers, Wilmington District Charlotte Regulatory Field Office, Attn: Emily Greer, emily.c.greer@usace.army.mil. The Permittee shall reference the following permit number, **SAW-2022-02469**, on all submittals.

9. **Permit Revocation:** The Permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the work will, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the water or wetland to its pre-project condition.

10. **Reporting Violations:** Violation of these permit conditions or violation of Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act shall be reported to the Corps in writing at emily.c.greer@usace.army.mil within 24 hours of the Permittee's discovery of the violation.

RELATED LAWS

11. **Endangered Species Act:** The Permittee shall implement all necessary measures to ensure the authorized activity does not kill, injure, capture, harass, or otherwise harm

any federally-listed threatened or endangered species. While accomplishing the authorized work, if the Permittee discovers or observes an injured or dead threatened or endangered species, the U.S. Army Corps of Engineers, Wilmington District Charlotte Field Office, Attn: Emily Greer, emily.c.greer@usace.army.mil will be immediately notified to initiate the required Federal coordination.

a) Suitable habitat for **tricolored bat (*Perimyotis subflavus*, TCB)** may be present at the site. On September 14, 2022, the U.S. Fish and Wildlife Service (USFWS) published a proposal in the Federal Register to list the TCB as endangered under the Endangered Species Act (ESA). If TCB is listed, the proposed action would affect its suitable habitat, and if work associated with the aforementioned activities is not completed before the listing effective date, work must cease and the permittee must contact the Corps' Project Manager, Emily Greer at emily.c.greer@usace.army.mil, to determine if additional coordination with the USFWS is required under Section 7 of the ESA prior to continuing work.

12. **Historic Properties**: If the Permittee discovers any previously unknown historic, cultural, or archeological remains and/or artifacts while accomplishing the activity authorized by this permit, the Permittee must immediately notify the U.S. Army Corps of Engineers, Wilmington District Charlotte Regulatory Field Office, Attn: Emily Greer, emily.c.greer@usace.army.mil to initiate the required Federal coordination. The Permittee must notify the Corps of what has been found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The Corps will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

13. Federal Floodplain: Prior to initiating activities within the 100-year floodplain, the Permittee shall provide the LOMR/CLOMR approval or No Rise Certification to the Corps.

14. **Maintain Flows and Circulation Patterns of Waters:** Except as specified in the plans attached to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, in such a manner as to impair normal flows and circulation patterns within waters or wetlands or to reduce the reach of waters and/or wetlands.

15. **Sediment and Erosion Control:**

a) During the clearing phase of the project, heavy equipment shall not be operated in surface waters or stream channels. Temporary stream crossings will be used to access the opposite sides of stream channels. All temporary diversion channels and stream crossings will be constructed of non-erodible materials. Grubbing of riparian vegetation will not occur until immediately before construction begins on a given segment of stream channel.

b) No fill or excavation impacts for the purposes of sedimentation and erosion control shall occur within jurisdictional waters, including wetlands, unless the impacts are included on the plan drawings and specifically authorized by this permit. This includes, but is not limited to, sediment control fences and other barriers intended to catch sediment losses.

c) The Permittee shall remove all sediment and erosion control measures placed in waters and/or wetlands, and shall restore natural grades on those areas, prior to project completion.

d) The Permittee shall use appropriate sediment and erosion control practices which equal or exceed those outlined in the most recent version of the “North Carolina Sediment and Erosion Control Planning and Design Manual” to ensure compliance with the appropriate turbidity water quality standard. Erosion and sediment control practices shall be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to ensure compliance with the appropriate turbidity water quality standards. This shall include, but is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project shall remain in full compliance with all aspects of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4). Adequate sedimentation and erosion control measures shall be implemented prior to any ground disturbing activities to minimize impacts to downstream aquatic resources. These measures shall be inspected and maintained regularly, especially following rainfall events. All fill material shall be adequately stabilized at the earliest practicable date to prevent sediment from entering into adjacent waters or wetlands.

16. **Clean Fill:** The Permittee shall use only clean fill material for this project. The fill material shall be free of items such as trash, construction debris, metal and plastic products, and concrete block with exposed metal reinforcement bars. Soils used for fill shall not be contaminated with any toxic substance in concentrations governed by Section 307 of the Clean Water Act. Unless otherwise authorized by this permit, all fill material placed in waters or wetlands shall be generated from an upland source.

17. Water Contamination: All mechanized equipment shall be regularly inspected and maintained to prevent contamination of waters and wetlands from fuels, lubricants, hydraulic fluids, or other toxic materials. In the event of a spill of petroleum products or any other hazardous waste, the Permittee shall immediately report it to the N.C. Division of Water Quality at (919) 733-3300 or (800) 858-0368 and provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act shall be followed.

AQUATIC LIFE

18. **Aquatic Life Movement:** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area. All discharges of dredged or fill material within waters of the United States shall be designed and constructed to maintain low flows to sustain the movement of aquatic species.

19. **Prohibitions on Concrete:** The Permittee shall take measures necessary to prevent live or fresh concrete, including bags of uncured concrete, from coming into contact with any water in or entering into waters of the United States. Water inside coffer dams or casings that has been in contact with concrete shall only be returned to waters of the United States when it no longer poses a threat to aquatic organisms (concrete is set and cured).

20. **Culverts:**

a) Unless otherwise requested in the application and depicted on the approved permit plans, culverts greater than 48 inches in diameter shall be buried at least one foot below the bed of the stream. Culverts 48 inches in diameter and less shall be buried or placed on the stream bed as practicable and appropriate to maintain aquatic passage, and every effort shall be made to maintain existing channel slope. The bottom of the culvert shall be placed at a depth below the natural stream bottom to provide for passage during drought or low flow conditions. Culverts shall be designed and constructed in a manner that minimizes destabilization and head cutting.

b) Measures shall be included in the culvert construction/installation that will promote the safe passage of fish and other aquatic organisms. The dimension, pattern, and profile of the stream above and below a culvert or pipe shall not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed opening shall be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow should be determined from gauge data, if available. In the absence of such data, bankfull flow can be used as a comparable level.

c) The Permittee shall implement all reasonable and practicable measures to ensure that equipment, structures, fill pads, work, and operations associated with this project do not adversely affect upstream and/or downstream reaches. Adverse effects include, but are not limited to, channel instability, flooding, and/or stream bank erosion. The Permittee shall routinely monitor for these effects, cease all work when detected, take initial corrective measures to correct actively eroding areas, and notify this office immediately. Permanent corrective measures may require additional authorization by the U.S. Army Corps of Engineers.

OTHER

21. **Proper Maintenance**: Any DA authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable permit special conditions.

22. **Compliance Inspection**: A representative of the Corps of Engineers will periodically and randomly inspect the work for compliance with these conditions. Deviations from these procedures may result in a directive to cease work until the problem is resolved to the satisfaction of the Corps.

23. **Third Party Responsibility**: Upon conveyance of all or any portion of the project that includes roadways and/or culverts to a third party, the terms and conditions of this permit that apply to these structures will continue to be binding on the new responsible party.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Greenway Waste Solutions at North Meck, LLC c/o Ron Gilkerson	File Number: SAW-2022-02469	Date: August 1, 2025

Attached is:		See Section below
x	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL WITHOUT PREJUDICE	C
	PERMIT DENIAL WITH PREJUDICE	D
	APPROVED JURISDICTIONAL DETERMINATION	E
	PRELIMINARY JURISDICTIONAL DETERMINATION	F

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/ or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable
You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial
You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

- RECONSIDERATION: You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable
You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact: Emily Greer Wilmington District Charlotte Field Office 8430 University Executive Park Drive Suite 615 Charlotte, North Carolina 28262 emily.c.greer@usace.army.mil	If you have questions regarding the appeal process, or to submit your request for appeal, you may contact: Krista Sabin Regulatory Administrative Appeal Review Officer U.S. Army Corps of Engineers South Atlantic Division 60 Forsyth Street, Room 10M15 Atlanta, Georgia 30303-8801 Phone: 904.314.9631 Email: krista.d.sabin@usace.army.mil

SECTION II – REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. Use additional pages as necessary. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:
Email address of appellant and/or agent:	Telephone number:

Compliance Certification Form

File Number: SAW-2022-02469 **County: Mecklenburg**

Permittee: Greenway Waste Solutions at North Meck, LLC c/o Ron Gilkerson

Project Name: North Mecklenburg C&D Landfill Expansion

Date Verification Issued: 8/1/2025

Project Manager: Emily Greer

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

US ARMY CORPS OF ENGINEERS
Wilmington District
Attn: Emily Greer
Charlotte Field Office
8430 University Executive Park Drive Suite 615
Charlotte, North Carolina 28262
or
emily.c.greer@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. Failure to comply with any terms or conditions of this authorization may result in the Corps suspending, modifying or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

I hereby certify that the work, and mitigation (if applicable), authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit including any general or specific conditions.

Date Authorized Work Started: _____ **Completed:** _____

Describe any deviations from permit (attach drawing(s) depicting the deviations):

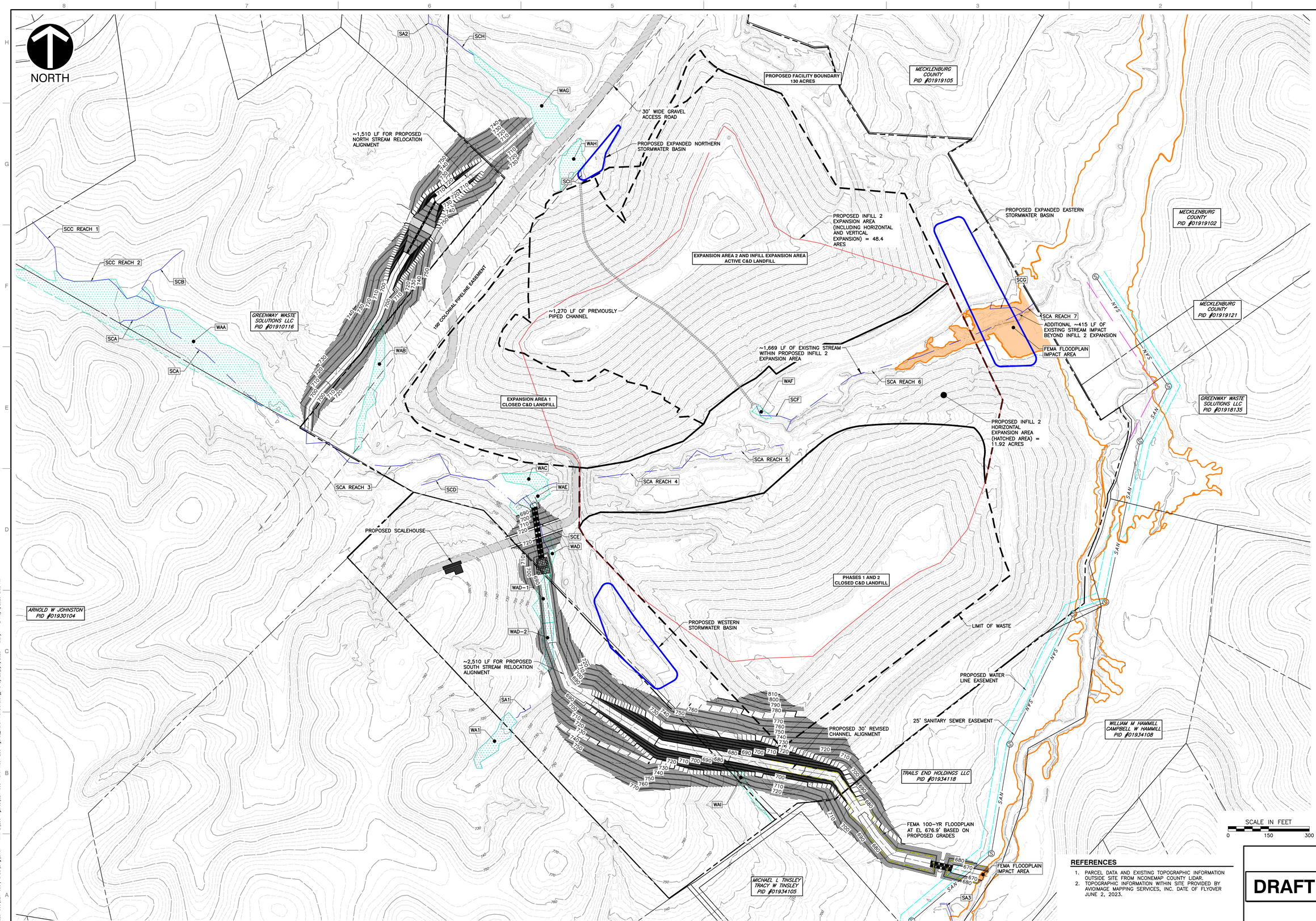
_____

_____

***Note: The description of any deviations on this form does not constitute approval by the Corps.**

_____ _____

Signature of Permittee **Date**



REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION

CEC
Civil & Environmental Consultants, Inc.
3701 Arco Corporate Drive · Suite 400 · Charlotte, NC 28273
Ph: 980.237.0373 · Fax: 980.237.0372
www.cecinc.com

GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC. NORTH MECK C&D LANDFILL HUNTERSVILLE, NORTH CAROLINA

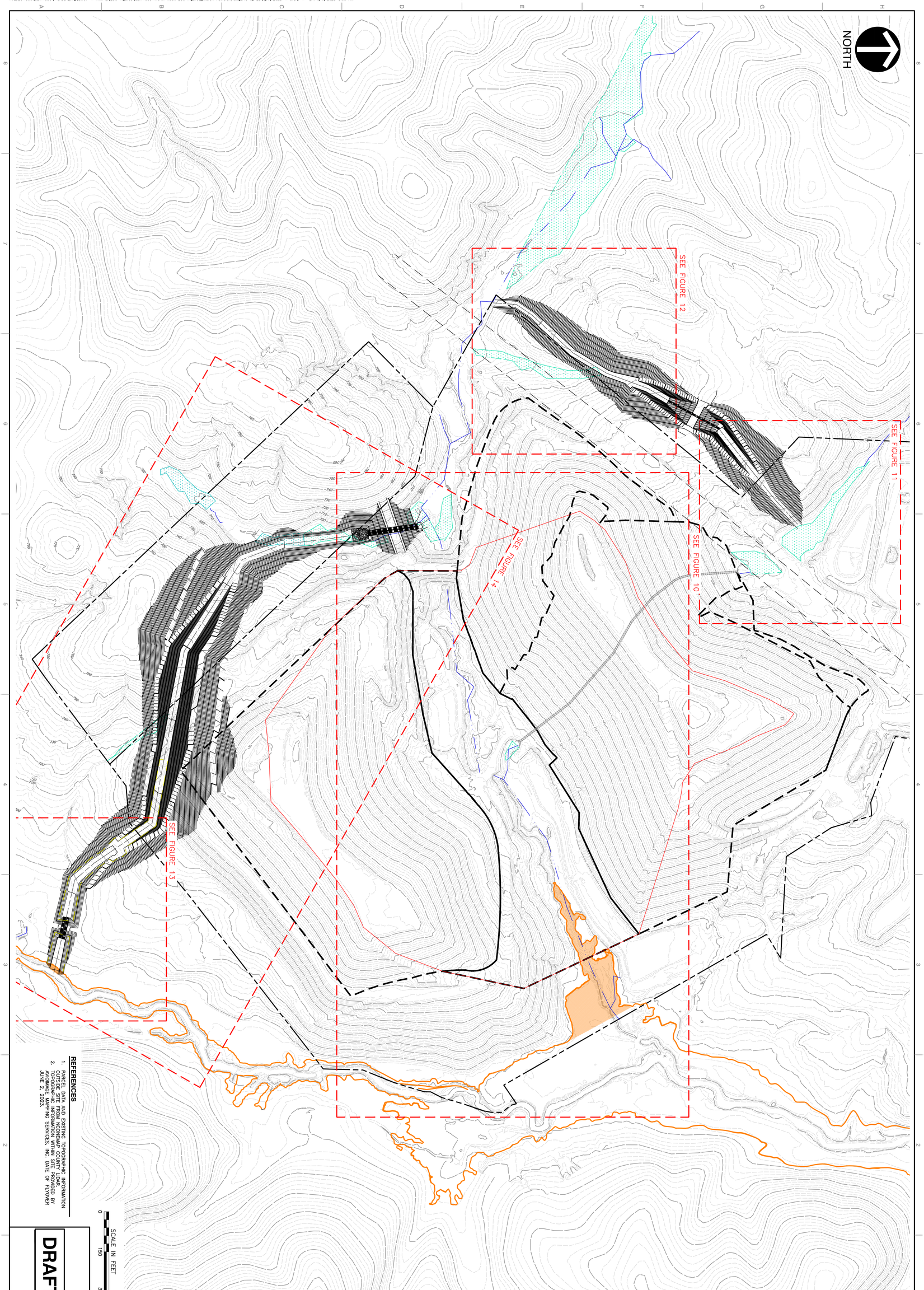
PROPOSED INFILL 2 EXPANSION PLAN

DATE:	MARCH 2025	DRAWN BY:	AWT
DWG SCALE:	1"=150'	CHECKED BY:	TBM
PROJECT NO:			324-055
APPROVED BY:			LM

FIGURE NO.: 8

P:\320-000\324-055\-CADD\Dwg\SW07 - Infill 2\ECO Figures\324-055-North Meck ECO Figures_March Revisions.dwg[FIG 8] LS:(3/7/2025 - etax) - LP: 3/7/2025 8:03 AM

P:\320-000\324-055\-CADD\Dwg\SW07 - Infill 2\ECO Figures\324-055-North Meck ECO Figures_March Revisions.dwg[FIG 9] LS:(3/7/2025 - otax) - LP: 3/7/2025 8:05 AM



REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OBTAINED FROM MECKLAND.NET.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AXIOMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

SCALE IN FEET
0 150 300

DRAFT

FIGURE NO.: 9

PROPOSED AQUATIC RESOURCE IMPACTS INDEX MAP

DATE:	MARCH 2025	DRAWN BY:	AWT
DWG SCALE:	1"=150'	CHECKED BY:	TBM
PROJECT NO:			324-055
APPROVED BY:			LM

GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC.
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HUNTERSVILLE, NORTH CAROLINA

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REVISION RECORD

NO	DATE	DESCRIPTION

NORTH

SCG
154 LF IMPACTS

SCA REACH 7
91 LF IMPACTS

FEMA FLOODPLAIN
IMPACT AREA
1.23 AC IMPACTS

WAF
0.04 AC IMPACTS

SCF
156 LF IMPACTS

SCA REACH 6
957 LF IMPACTS

SCA REACH 5
224 LF IMPACTS

SCA REACH 4
502 LF IMPACTS

WAC

WAE

SCE

WAD

WAD-1

SAN

690
700
710
720
730
740

REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

SCALE IN FEET
0 150 300

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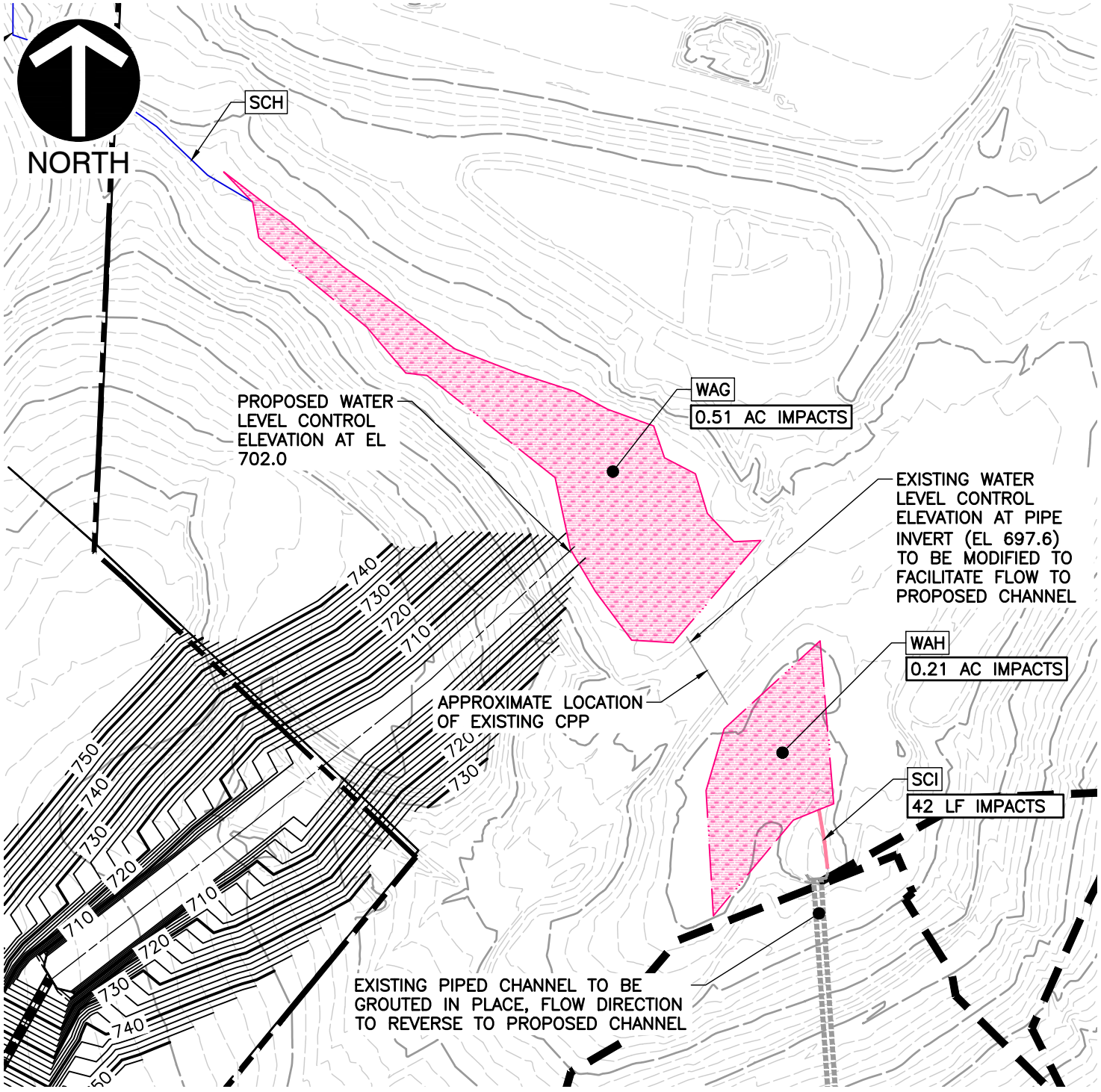
AT NORTH MECK, LLC
NORTH MECK C&D LANDFILL
HUNTERSVILLE, NORTH CAROLINA

INFILL 2 EXPANSION AREA
WETLAND AND STREAM IMPACT MAP

DRAWN BY:	AWT	CHECKED BY:	TBM	APPROVED BY:	LM	FIGURE NO.:	10
DATE:	JANUARY 2025	DWG SCALE:	1"=150'	PROJECT NO:	324-055		

\\cecinc.com\global\Projects\320-000\324-055\-CADD\Dwg\SW07 - Infill 2\ECO Figures\324-055-North Meck ECO Figures.dwg[FIG 10] LS:(1/31/2025 - blopez) - LP: 1/31/2025 11:46 AM



REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

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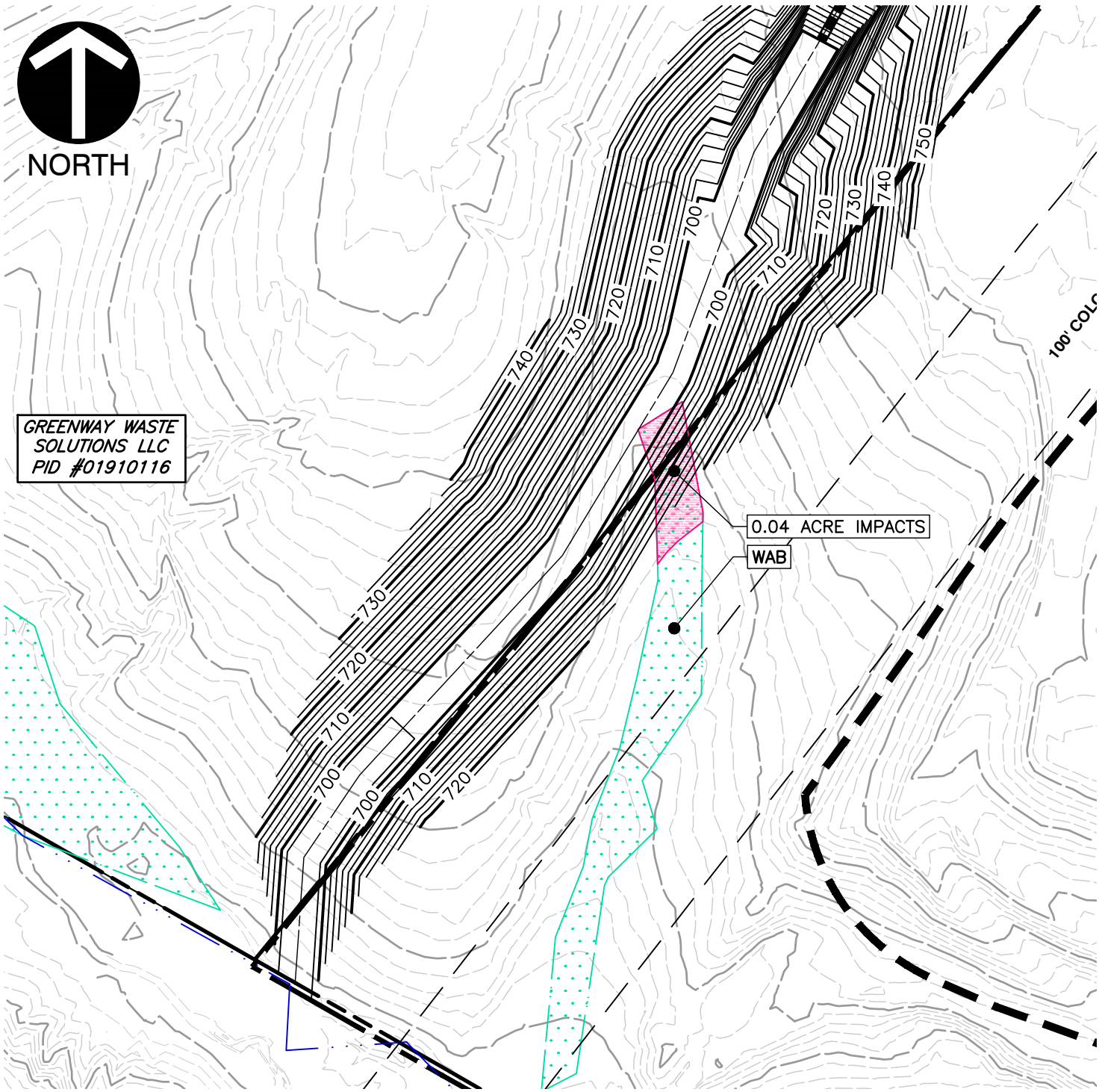
NORTH MECK C&D LANDFILL
HUNTERSVILLE, NORTH CAROLINA

NORTH STREAM RELOCATION
UPPER WETLAND AND STREAM IMPACT MAP

DRAWN BY:	AWT	CHECKED BY:	TBM	APPROVED BY:	LM	FIGURE NO.:
DATE:	MARCH 2025	DWG SCALE:	1"=100'	PROJECT NO:	324-055	11

P:\320-000\324-055\-CADD\Dwg\SW07 - Infill 2\ECO Figures\324-055-North Meck ECO Figures_March Revisions.dwg[FIG 11] LS:(3/7/2025 - atax) - LP: 3/10/2025 12:50 PM



REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

SCALE IN FEET

0 100 200

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NORTH MECK C&D LANDFILL
HUNTERSVILLE, NORTH CAROLINA

NORTH STREAM RELOCATION
LOWER WETLAND AND STREAM IMPACT MAP

DRAWN BY:	AWT	CHECKED BY:	TBM	APPROVED BY:	LM	FIGURE NO.:
DATE:	MARCH 2025	DWG SCALE:	1"=100'	PROJECT NO:	324-055	12

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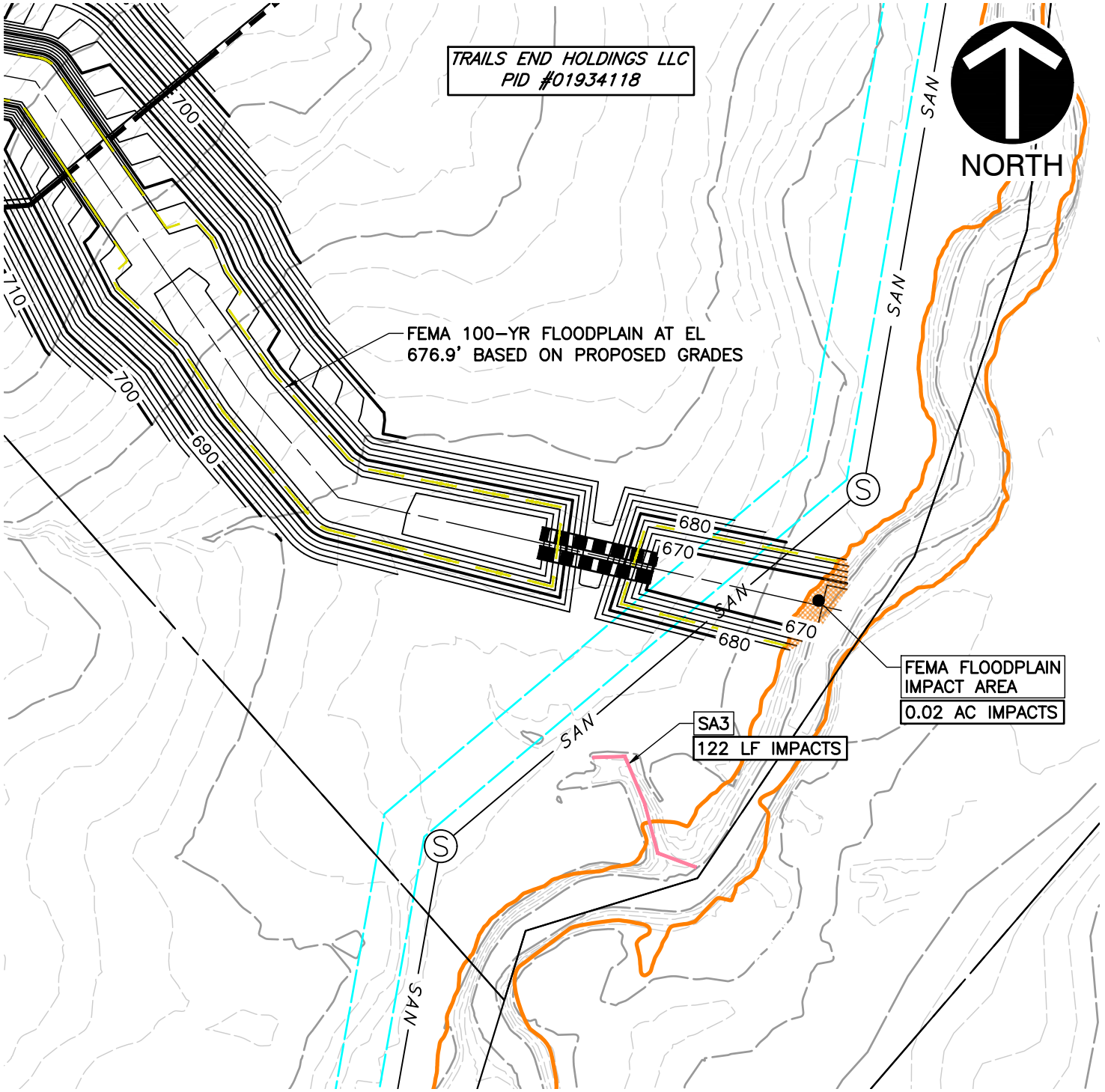

REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

SCALE IN FEET

0 100 200

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GREENWAY WASTE SOLUTIONS
AT NORTH MECK, LLC
NORTH MECK C&D LANDFILL
HUNTERSVILLE, NORTH CAROLINA

SOUTH STREAM RELOCATION
FEMA FLOODPLAIN IMPACT MAP

DRAWN BY:	AWT	CHECKED BY:	TBM	APPROVED BY:	LM	FIGURE NO.:
DATE:	JANUARY 2025	DWG SCALE:	1"=100'	PROJECT NO:	324-055	13

P:\320-000\324-055\-CADD\Dwg\SW07 - Infill 2\ECO Figures\324-055-North Meck ECO Figures.dwg(FIG 13) LS:(2/3/2025 - atox) - LP: 2/3/2025 10:31 AM

NORTH

WAC
0.16 AC IMPACTS

WAE
0.17 AC IMPACTS

SCE
224 LF IMPACTS

WAD
0.06 AC IMPACTS

WAD-1
0.08 AC IMPACTS

WAD-2
0.14 AC IMPACTS

WAI
0.09 AC IMPACTS

SA1

WA1

SAN

S

690 700 710 720 730 740 750 760

REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

SCALE IN FEET
0 150 300

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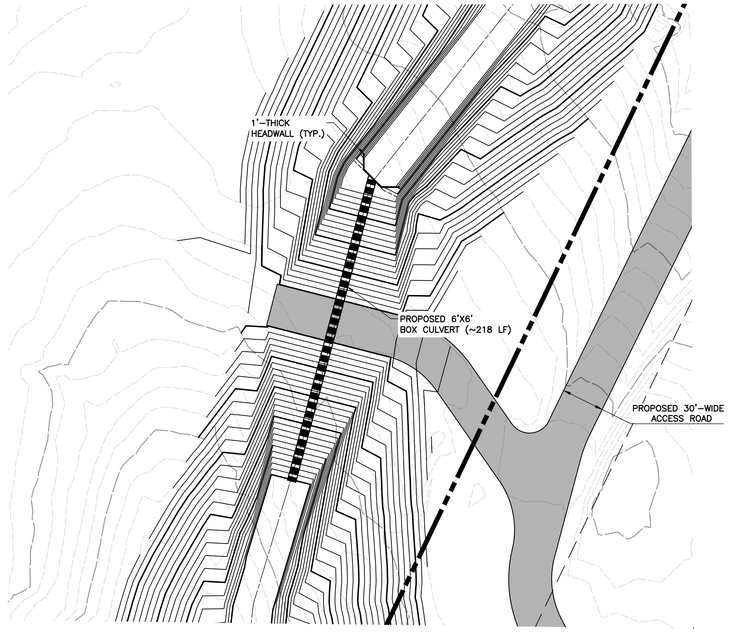
AT NORTH MECK, LLC
NORTH MECK C&D LANDFILL
HUNTERSVILLE, NORTH CAROLINA

SOUTH STREAM RELOCATION
STREAM AND WETLANDS IMPACT MAP

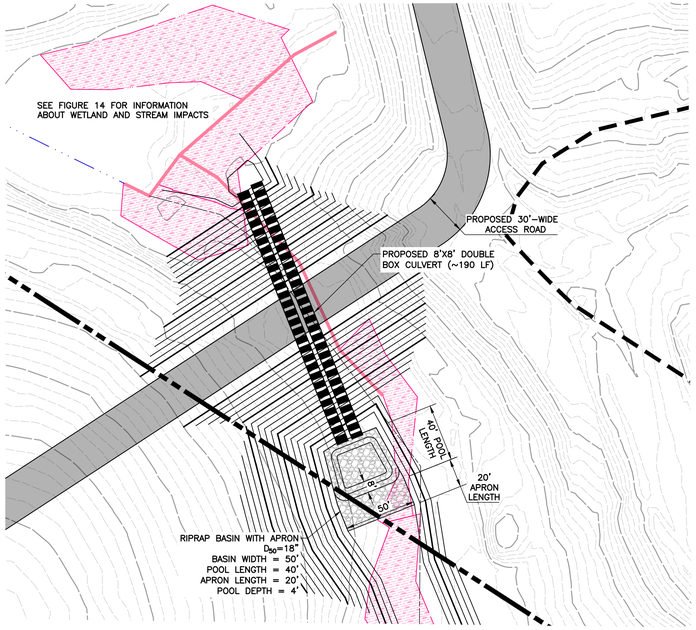
DRAWN BY:	AWT	CHECKED BY:	TBM	APPROVED BY:	LM	FIGURE NO.:	14
DATE:	JANUARY 2025	DWG SCALE:	1"=150'	PROJECT NO:	324-055		

P:\320-000\324-055\-CADD\Dwg\SW07 - Infill 2\ECO Figures\324-055-North Meck ECO Figures.dwg[FIG 14] LS:(2/3/2025 - atox) - LP: 2/3/2025 10:40 AM

NORTH



BOX CULVERT BC-1



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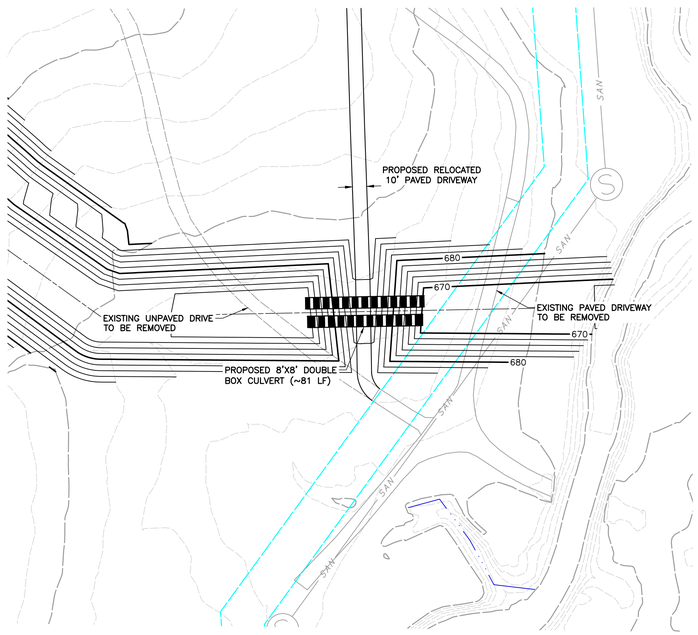

BOX CULVERT BC-3

LEGEND

- APPROXIMATE EXISTING STREAM LOCATION
- APPROXIMATE EXISTING STREAM IMPACTS
- PROPOSED STREAM RELOCATION CENTERLINE
- EXISTING LANDFILL FACILITY BOUNDARY
- EXISTING LIMIT OF WASTE
- 790 EXISTING 10-FT CONTOURS
- EXISTING 2-FT CONTOURS
- EXISTING COLONIAL GAS LINE EASEMENT
- EXISTING WATER EASEMENT
- SAN EXISTING SANITARY SEWER EASEMENT
- EXISTING UNPAVED DRIVE
- EXISTING PAVED DRIVE
- 790 PROPOSED 10-FT CONTOUR
- PROPOSED 2-FT CONTOUR
- PROPOSED PAVED DRIVE
- PROPOSED BOX CULVERT
- PROPOSED FUTURE ACCESS ROAD
- PROPOSED RIPRAP BASIN WITH APRON
- APPROXIMATE EXISTING WETLAND IMPACTS

REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

SCALE IN FEET
0 50 100

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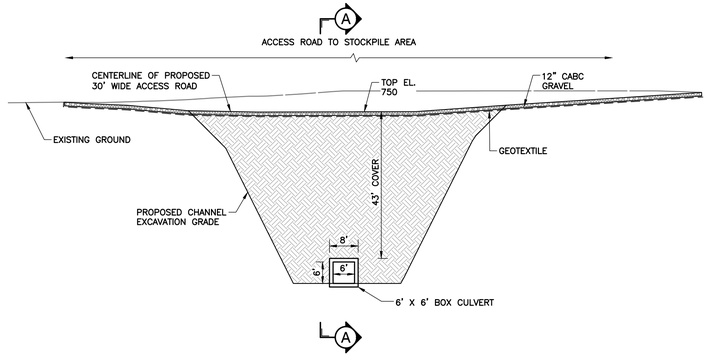
GREENWAY WASTE SOLUTIONS OF NORTH MECK, LLC
NORTH MECK C&D LANDFILL
HUNTERSVILLE, NORTH CAROLINA

PROPOSED BOX CULVERTS PLAN VIEW

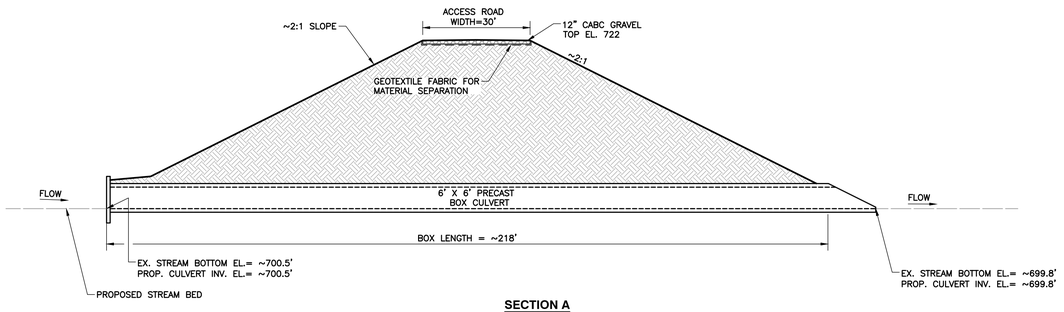
DATE:	MARCH 2025	DRAWN BY:	AWT
DWG SCALE:	1"=50'	CHECKED BY:	TBM
PROJECT NO:			324-055
APPROVED BY:			TMG

DRAFT

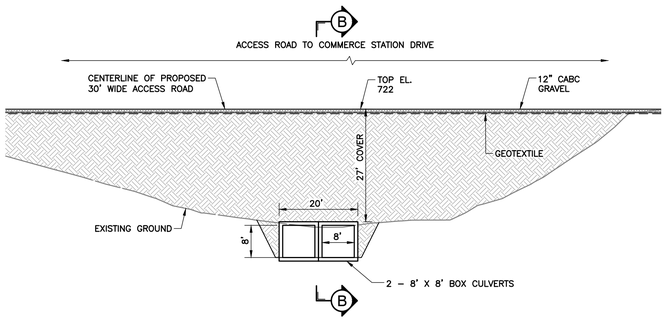
FIGURE NO.: 15



BOX CULVERT #1 CROSS SECTION



SECTION A



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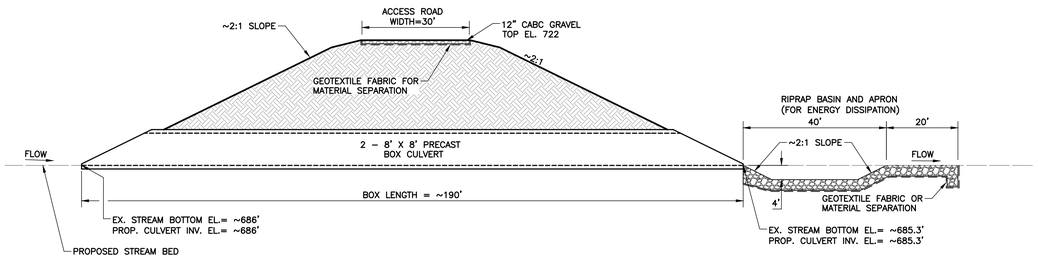

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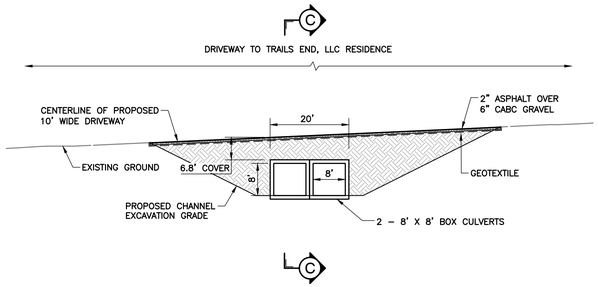

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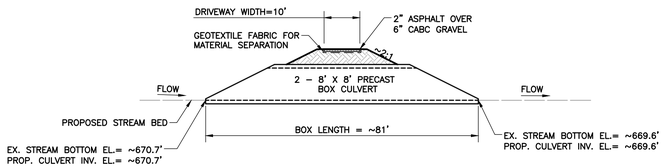

SECTION C

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0 20 40

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3701 Arco Corporate Drive
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www.cecinc.com

GREENWAY WASTE SOLUTIONS OF NORTH MECK, LLC
NORTH MECK C&D LANDFILL
HUNTERSVILLE, NORTH CAROLINA

PROPOSED BOX CULVERTS CROSS SECTIONS

DATE:	MARCH 2025
DRAWN BY:	AWT
DWG SCALE:	1"=20'
CHECKED BY:	TBM
PROJECT NO:	324-055
APPROVED BY:	TMG

FIGURE NO.: 16

P:\320-000\324-055\-CADD\Dwg\SW07 - Infill 2\ECO Figures\324-055 Proposed Stream Crossing Culvert Design_March Revisions.dwg\FIGURE 16\ LS:(3/10/2025 - atax) - LP: 3/10/2025 3:36 PM

PLANT_SCHEDULE_NORTH_AREA						
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	CALIPER	
TREES						
	AS	2	ACER BARBATUM / SOUTHERN SUGAR MAPLE	B&B	1.5" CAL.	
	AS2	5	ALNUS SERRULATA / HAZEL ALDER	B&B	1" CAL.	
	CA	3	CARPINUS CAROLINIANA / AMERICAN HORNBEAM	B&B	1" CAL.	
	CO	3	CARYA OVATA / SHAGBARK HICKORY	B&B	1.5" CAL.	
	NS	4	NYSSA SYLVATICA / TUPELO	B&B	1.5" CAL.	
	QN	2	QUERCUS NIGRA / WATER OAK	B&B	1.5" CAL.	
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	
SHRUBS						
	AA2	16	ARONIA ARBUTIFOLIA / RED CHOKEBERRY	18"–24" HT.	5' O.C.	
	CA2	24	CALLICARPA AMERICANA / AMERICAN BEAUTYBERRY	18"–24" HT.	4' O.C.	
	CO2	15	CEPHALANTHUS OCCIDENTALIS / BUTTONBUSH	18"–24" HT.	6' O.C.	
	FG	35	FOTHERGILLA GARDENII / DWARF FOTHERGILLA	18"–24" HT.	3' O.C.	
	HV	5	HAMAMELIS VIRGINIANA / COMMON WITCH HAZEL	30"–36" HT.	12" O.C.	
	IV	12	ITEA VIRGINICA / VIRGINIA SWEETSPIRE	18"–24" HT.	6' O.C.	
	LB	12	LINDERA BENZOIN / SPICEBUSH	24"–30" HT.	6' O.C.	
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SPACING
GROUND COVERS						
	BR	26,714 SF	BLASTED / ROCK	STONE		
	NR	5,860 SF	NC PIEDMONT RIPARIAN MIX / ERNMX-307	SEED		
	PE	152,521 SF	PROFILE STEEP SLOPE EROSION CONTROL SEED BLEND / PSSMX	SEED		

NC Piedmont Riparian Mix - ERNMX-307

	Botanical Name	Common Name	Price/Lb
29.90 %	*Sorghastrum nutans, PA Ecotype*	Indiangrass, PA Ecotype	14.49
20.00 %	*Elymus virginicus, Madison-NY Ecotype*	Virginia Wildrye, Madison-NY Ecotype	10.46
20.00 %	*Panicum virgatum, 'Carthage', NC Ecotype*	Switchgrass, 'Carthage', NC Ecotype	9.32
10.00 %	*Panicum anceps, SC Ecotype*	Beaked Panicgrass, SC Ecotype	48.00
5.00 %	*Chasmanthium latifolium, WV Ecotype*	River Oats, WV Ecotype	96.00
5.00 %	*Panicum rigidulum, PA Ecotype*	Redtop Panicgrass, PA Ecotype	72.00
3.00 %	*Chamaecrista fasciculata, FL Ecotype*	Partridge Pea, FL Ecotype	13.20
2.00 %	*Carex vulpinoidea, PA Ecotype*	Fox Sedge, PA Ecotype	31.20
2.00 %	*Coreopsis lanceolata*	Lanceleaf Coreopsis	28.80
2.00 %	*Rudbeckia hirta*	Blackeyed Susan	31.20
0.50 %	*Juncus effusus*	Soft Rush	48.00
0.40 %	*Vernonia noveboracensis, PA Ecotype*	New York Ironweed, PA Ecotype	264.00
0.20 %	*Helianthus angustifolius, Coastal Plain NC Ecotype*	Narrowleaf Sunflower, Coastal Plain NC Ecotype	86.40

Seeding Rate: 20 lb per acre with a cover crop. For a cover crop use either grain rye (30 lbs/acre; 1 Sep to 31 Apr) or Japanese Millet (10 lbs/acre; 1 May to 31 Aug)

NC Steep Slope Mix - ERNMX-310

	Botanical Name	Common Name	Price/Lb
22.00 %	*Elymus virginicus, Madison-NY Ecotype*	Virginia Wildrye, Madison-NY Ecotype	10.46
21.90 %	*Sorghastrum nutans, PA Ecotype*	Indiangrass, PA Ecotype	14.49
19.30 %	*Schizachyrium scoparium, 'Aldous'*	Little Bluestem, 'Aldous'	4.08
18.00 %	*Panicum virgatum, 'Carthage', NC Ecotype*	Switchgrass, 'Carthage', NC Ecotype	9.32
15.00 %	*Tridens flavus*	Purpletop	39.18
1.30 %	*Coreopsis lanceolata*	Lanceleaf Coreopsis	28.80
1.30 %	*Rudbeckia hirta*	Blackeyed Susan	31.20
1.00 %	*Bidens aristosa, Coastal Plain NC Ecotype*	Showy Tickseed Sunflower (Bur Marigold), Coastal Plain	27.60
0.20 %	*Monarda fistulosa, Fort Indiantown Gap-PA Ecotype*	Wild Bergamot, Fort Indiantown Gap-PA Ecotype	96.00

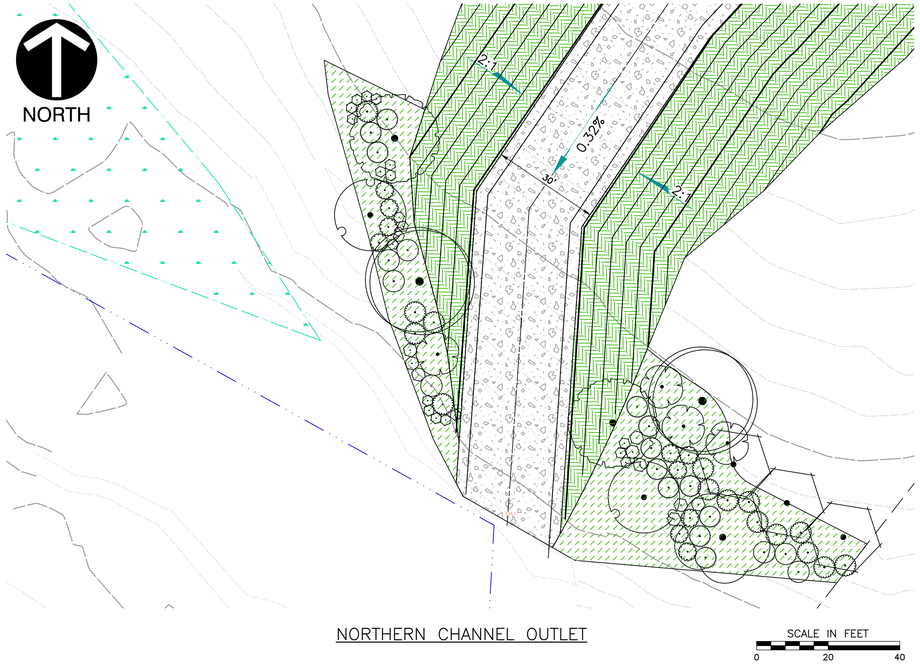
Seeding Rate: Seed at 45 lbs/acre with a cover crop. For a cover crop use one of the following: grain oats (30 lbs/acre; 1 Jan to 30 Apr), brown top millet (10 lbs/acre; 1 May to 31 Aug), or Grain Rye (30 lbs/acre; 1 Sep to 31 Dec).

Table 5. Seasonal recommendations for seed mixes

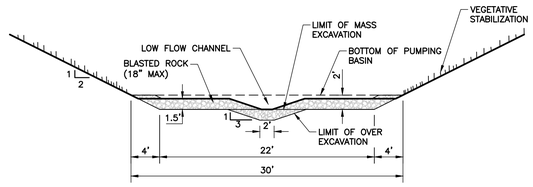
Early Spring, Fall, Winter (200 lbs/acre)		Late Spring, Early Fall (200 lbs/acre)	
Species	**Percentage (%)**	**Species**	**Percentage (%)**
Creeping Red Fescue	25	Creeping Red Fescue	25
Hard Fescue	25	Hard Fescue	25
Sheep Fescue	25	Sheep Fescue	25
Ryegrain	12	Bermuda	15
Bermuda	10	Millet	7
White Clover	2	Lovegrass	2
Lovegrass	1	White Clover	1



NORTHERN CHANNEL INLET



NORTHERN CHANNEL OUTLET



TYPICAL NORTH CHANNEL SECTION IN SOIL
(NOT TO SCALE)

SEQUENCE NOTES:
1. WHEN PUMPING BASIN OR SILT BAG PAD IS EXCAVATED, ESTABLISH VEGETATIVE STABILIZATION ON CUT SLOPES.
2. UPON EXCAVATING TO FINAL GRADE, LINE EXPOSED AREA WITH WELL GRADED BLASTED ROCK.

REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION

CEC
Civil & Environmental Consultants, Inc.
3701 Arco Corporate Drive · Suite 400 · Charlotte, NC 28273
Ph: 980.237.0373 · Fax: 980.237.0372
www.cecinc.com

GREENWAY WASTE SOLUTIONS
AT NORTH MECK, LLC.
NORTH MECK C&D LANDFILL
HUNTERSVILLE, NORTH CAROLINA

STREAM RELOCATION CHANNEL
NORTH CUT TIE-IN PLANS

DATE:	MARCH 2025
DWG SCALE:	1"=20'
PROJECT NO:	324-055
DRAWN BY:	AWT
CHECKED BY:	TBM
APPROVED BY:	LM

FIGURE NO.: 17

P:\320-055\324-055\-CADD\Dwg\SHEET - MXR 21ECO (Figures)\324-055-North Meck ECO Figures_March Revisions.dwg(FIG 17 (NORTH TIE-IN PLAN)) LS:(3/10/2025 - atay) - LP: 3/10/2025 3:31 PM

PLANT_SCHEDULE_SOUTH						
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	CALIPER	
TREES						
	AS	5	ACER BARBATUM / SOUTHERN SUGAR MAPLE	B&B	1.5" CAL.	
	BN	3	BETULA NIGRA / RIVER BIRCH	B&B	1.5" CAL.	
	CA	5	CARPINUS CAROLINIANA / AMERICAN HORNBEAM	B&B	1" CAL.	
	CO	2	CARYA OVATA / SHAGBARK HICKORY	B&B	1.5" CAL.	
	NS	2	NYSSA SYLVATICA / TUPELO	B&B	1.5" CAL.	
	QN	3	QUERCUS NIGRA / WATER OAK	B&B	1.5" CAL.	
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	
SHRUBS						
	AA2	12	ARONIA ARBUTIFOLIA / RED CHOKEBERRY	18"–24" HT.	5' O.C.	
	CA2	6	CALLICARPA AMERICANA / AMERICAN BEAUTYBERRY	18"–24" HT.	4' O.C.	
	CO2	14	CEPHALANTHUS OCCIDENTALIS / BUTTONBUSH	18"–24" HT.	6' O.C.	
	FG	46	FOTHERGILLA GARDENII / DWARF FOTHERGILLA	18"–24" HT.	3' O.C.	
	HV	10	HAMAMELIS VIRGINIANA / COMMON WITCH HAZEL	30"–36" HT.	12" O.C.	
	IV	20	ITEA VIRGINICA / VIRGINIA SWEETSPIRE	18"–24" HT.	6' O.C.	
	LB	18	LINDERA BENZOIN / SPICEBUSH	24"–30" HT.	6' O.C.	
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SPACING
GROUND COVERS						
	BR	38,042 SF	BLASTED / ROCK	STONE		
	NR	10,893 SF	NC PIEDMONT RIPARIAN MIX / ERNMX-307	SEED		
	NN	19,490 SF	NC STEEP SLOPE MIX / ERNMX-310	SEED		
	PE	284,979 SF	PROFILE STEEP SLOPE EROSION CONTROL SEED BLEND / PSSMX	SEED		

NC Piedmont Riparian Mix - ERNMX-307

	Botanical Name	Common Name	Price/Lb
29.90 %	*Sorghastrum nutans, PA Ecotype*	Indiangrass, PA Ecotype	14.49
20.00 %	*Elymus virginicus, Madison-NY Ecotype*	Virginia Wildrye, Madison-NY Ecotype	10.46
20.00 %	*Panicum virgatum, 'Carthage', NC Ecotype*	Switchgrass, 'Carthage', NC Ecotype	9.32
10.00 %	*Panicum anceps, SC Ecotype*	Beaked Panicgrass, SC Ecotype	48.00
5.00 %	*Chasmanthium latifolium, WV Ecotype*	River Oats, WV Ecotype	96.00
5.00 %	*Panicum rigidulum, PA Ecotype*	Redtop Panicgrass, PA Ecotype	72.00
3.00 %	*Chamaecrista fasciculata, FL Ecotype*	Partridge Pea, FL Ecotype	13.20
2.00 %	*Carex vulpinoidea, PA Ecotype*	Fox Sedge, PA Ecotype	31.20
2.00 %	*Coreopsis lanceolata*	Lanceleaf Coreopsis	28.80
2.00 %	*Rudbeckia hirta*	Blackeyed Susan	31.20
0.50 %	*Juncus effusus*	Soft Rush	48.00
0.40 %	*Vernonia noveboracensis, PA Ecotype*	New York Ironweed, PA Ecotype	264.00
0.20 %	*Helianthus angustifolius, Coastal Plain NC Ecotype*	Narrowleaf Sunflower, Coastal Plain NC Ecotype	86.40

Seeding Rate: 20 lb per acre with a cover crop. For a cover crop use either grain rye (30 lbs/acre; 1 Sep to 31 Apr) or Japanese Millet (10 lbs/acre; 1 May to 31 Aug)

NC Steep Slope Mix - ERNMX-310

	Botanical Name	Common Name	Price/Lb
22.00 %	*Elymus virginicus, Madison-NY Ecotype*	Virginia Wildrye, Madison-NY Ecotype	10.46
21.90 %	*Sorghastrum nutans, PA Ecotype*	Indiangrass, PA Ecotype	14.49
19.30 %	*Schizachyrium scoparium, 'Aldous'*	Little Bluestem, 'Aldous'	4.08
18.00 %	*Panicum virgatum, 'Carthage', NC Ecotype*	Switchgrass, 'Carthage', NC Ecotype	9.32
15.00 %	*Tridens flavus*	Purpletop	39.18
1.30 %	*Coreopsis lanceolata*	Lanceleaf Coreopsis	28.80
1.30 %	*Rudbeckia hirta*	Blackeyed Susan	31.20
1.00 %	*Bidens aristosa, Coastal Plain NC Ecotype*	Showy Tickseed Sunflower (Bur Marigold), Coastal Plain	27.60
0.20 %	*Monarda fistulosa, Fort Indiantown Gap-PA Ecotype*	Wild Bergamot, Fort Indiantown Gap-PA Ecotype	96.00

Seeding Rate: Seed at 45 lbs/acre with a cover crop. For a cover crop use one of the following: grain oats (30 lbs/acre; 1 Jan to 30 Apr), brown top millet (10 lbs/acre; 1 May to 31 Aug), or Grain Rye (30 lbs/acre; 1 Sep to 31 Dec).

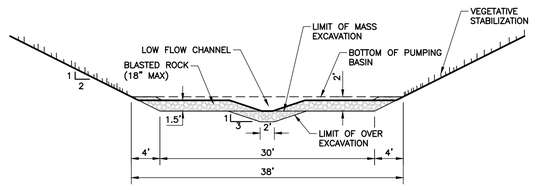
Table 5. Seasonal recommendations for seed mixes

Early Spring, Fall, Winter (200 lbs/acre)		Late Spring, Early Fall (200 lbs/acre)	
Species	**Percentage (%)**	**Species**	**Percentage (%)**
Creeping Red Fescue	25	Creeping Red Fescue	25
Hard Fescue	25	Hard Fescue	25
Sheep Fescue	25	Sheep Fescue	25
Ryegrain	12	Bermuda	15
Bermuda	10	Millet	7
White Clover	2	Lovegrass	2
Lovegrass	1	White Clover	1

SOUTHERN CHANNEL INLET



SOUTHERN CHANNEL OUTLET



TYPICAL SOUTH CHANNEL SECTION IN SOIL
(NOT TO SCALE)

SEQUENCE NOTES:
1. WHEN PUMPING BASIN OR SILT BAG PAD IS EXCAVATED, ESTABLISH VEGETATIVE STABILIZATION ON CUT SLOPES.
2. UPON EXCAVATING TO FINAL GRADE, LINE EXPOSED AREA WITH WELL GRADED BLASTED ROCK.

REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
3701 Arco Corporate Drive · Suite 400 · Charlotte, NC 28273
Ph: 980.237.0373 · Fax: 980.237.0372
www.cecinc.com

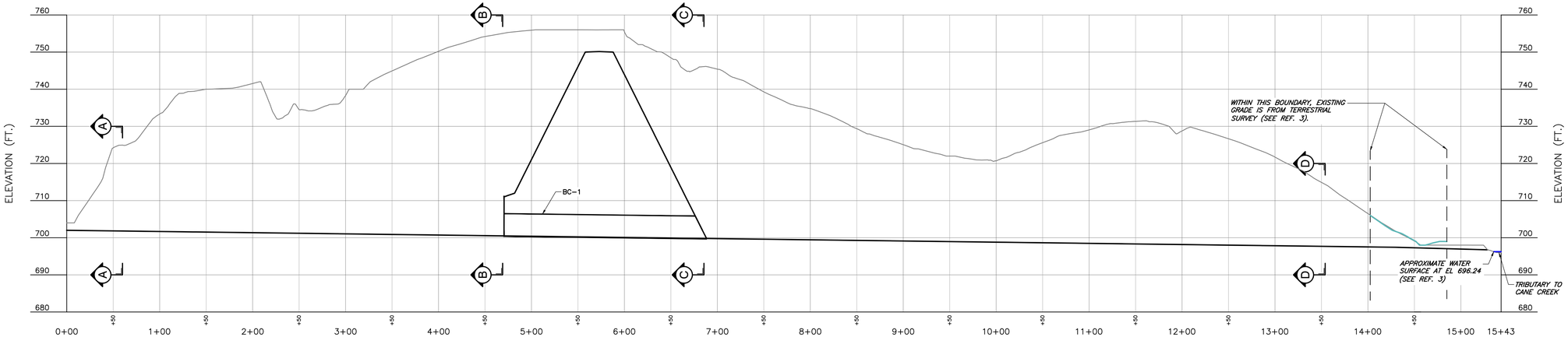
GREENWAY WASTE SOLUTIONS
AT NORTH MECK, LLC.
NORTH MECK C&D LANDFILL
HUNTERSVILLE, NORTH CAROLINA

STREAM RELOCATION CHANNEL
SOUTH CUT TIE-IN PLANS

DATE:	MARCH 2025
DWG SCALE:	1"=20'
PROJECT NO:	324-055
DRAWN BY:	AWT
CHECKED BY:	TBM
APPROVED BY:	LM

FIGURE NO.: 18

P:\320-055\324-055\320\Dwg\3407 - Infill 21(C0 Figures\324-055-North Meck C20 Figures_March Revisions.dwg[Fig 18 (SOUTH TIE-IN PLAN)] 15/10/2025 - dtay - LP, 3/10/2025 3:29 PM



NORTH CUT PROFILE

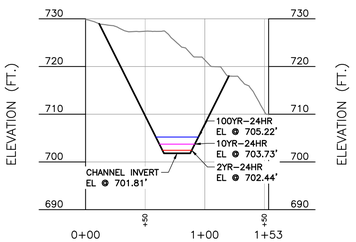
SCALE IN FEET (HORIZONTAL) 0 60 120

SCALE IN FEET (VERTICAL) 0 15 30

LEGEND

EXISTING GRADE

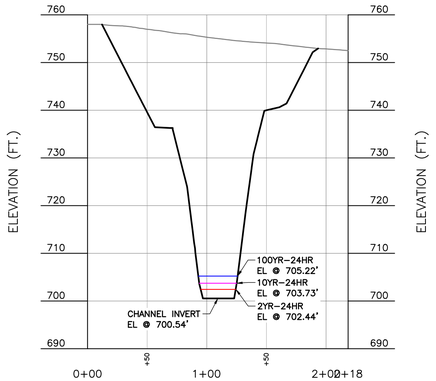
PROPOSED GRADE



NORTH CUT SECTION A

SCALE IN FEET (HORIZONTAL) 0 60 120

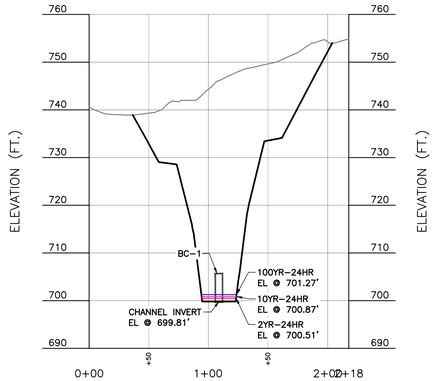
SCALE IN FEET (VERTICAL) 0 15 30



NORTH CUT SECTION B

SCALE IN FEET (HORIZONTAL) 0 60 120

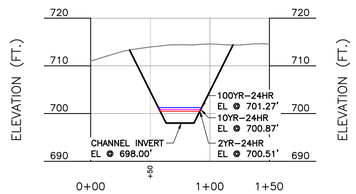
SCALE IN FEET (VERTICAL) 0 15 30



NORTH CUT SECTION C

SCALE IN FEET (HORIZONTAL) 0 60 120

SCALE IN FEET (VERTICAL) 0 15 30



NORTH CUT SECTION D

SCALE IN FEET (HORIZONTAL) 0 60 120

SCALE IN FEET (VERTICAL) 0 15 30

REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.
3. ADDITIONAL STREAM TOPOGRAPHIC INFORMATION AND EXISTING WATER LEVEL AT SOUTH CUT OUTFALL PROVIDED BY PATTERSON LAND SURVEYING, PA, ON JANUARY 3, 2023 AND JANUARY 23, 2025, RESPECTIVELY.

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
3701 Arco Corporate Drive · Suite 400 · Charlotte, NC 28273
Ph: 980.237.0373 · Fax: 980.237.0372
www.cecinc.com

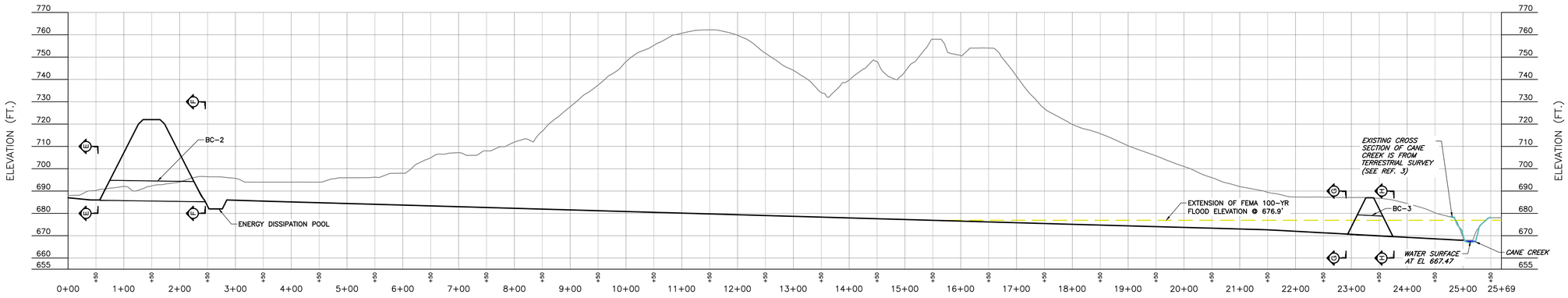
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC.
NORTH MECK C&D LANDFILL
HUNTERSVILLE, NORTH CAROLINA

NORTH CUT
STREAM RELOCATION CHANNEL
PROFILES AND CROSS SECTIONS

DATE:	MARCH 2025	DRAWN BY:	AWT
DWG SCALE:	AS SHOWN	CHECKED BY:	TBM
PROJECT NO:			324-055
APPROVED BY:			LM

FIGURE NO.: 19

P:\320-000\324-055\-CADD\Dwg\SW07 - Infill 2\ECO Figures\324-055-North Meck ECO Figures_March Revisions.dwg\FIG 19 NORTH CHANNEL ALIGNMENT PROFILE| LS:(3/10/2025 - atax) - LP: 3/10/2025 1:30 PM



SOUTH CUT PROFILE

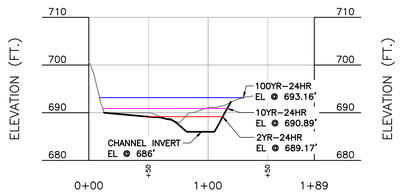
SCALE IN FEET (HORIZONTAL) 0 100 200

SCALE IN FEET (VERTICAL) 0 25 50

LEGEND

EXISTING GRADE

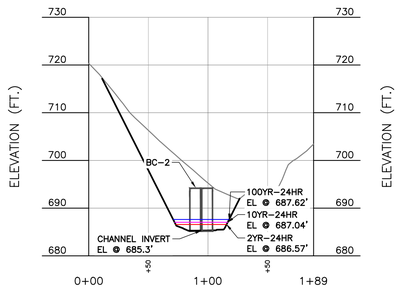
PROPOSED GRADE



SOUTH CUT SECTION E

SCALE IN FEET (HORIZONTAL) 0 60 120

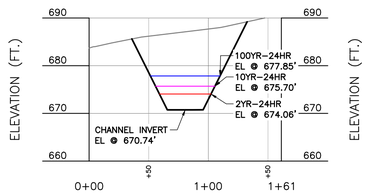
SCALE IN FEET (VERTICAL) 0 15 30



SOUTH CUT SECTION F

SCALE IN FEET (HORIZONTAL) 0 60 120

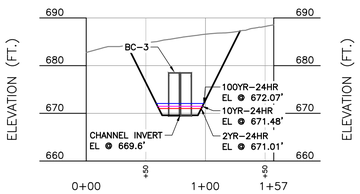
SCALE IN FEET (VERTICAL) 0 15 30



SOUTH CUT SECTION G

SCALE IN FEET (HORIZONTAL) 0 60 120

SCALE IN FEET (VERTICAL) 0 15 30



SOUTH CUT SECTION H

SCALE IN FEET (HORIZONTAL) 0 60 120

SCALE IN FEET (VERTICAL) 0 15 30

REFERENCES

1. PARCEL DATA AND EXISTING TOPOGRAPHIC INFORMATION OUTSIDE SITE FROM NCONEMAP COUNTY LIDAR.
2. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.
3. ADDITIONAL STREAM PROFILE TOPOGRAPHIC INFORMATION AND EXISTING WATER LEVEL AT SOUTH CUT OUTFALL PROVIDED BY PATTERSON LAND SURVEYING, PA, ON JANUARY 23, 2025.

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION

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GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC.
NORTH MECK C&D LANDFILL
HUNTERSVILLE, NORTH CAROLINA

SOUTH CUT
STREAM RELOCATION CHANNEL
PROFILE AND CROSS SECTIONS

DATE:	MARCH 2025	DRAWN BY:	AWT
DWG SCALE:	AS SHOWN	CHECKED BY:	TMG
PROJECT NO:			324-055
APPROVED BY:			LM

FIGURE NO.: 20

P:\320-000\324-055\-CADD\Dwg\SW07 - Infill 2\ECO Figures\324-055-North Meck ECO Figures_March Revisions.dwg\FIG 20 SOUTH CHANNEL ALIGNMENT PROFILE\ LS:(3/7/2025 - atax) - LP: 3/7/2025 1:44 PM

Docusign Envelope ID: 1E619A33-C744-4DCF-BC61-A71CED514502

JOSH STEIN
Governor
D. REID WILSON
Secretary
RICHARD E. ROGERS, JR.
Director

NORTH CAROLINA
Environmental Quality

April 11, 2025

DWR # 20241353
Mecklenburg County

Greenway Waste Solutions at North Meck, LLC
Attn: Mr. Ron Gilkerson
19109 W. Catawba Ave, Suite 200
Cornelius, NC 28031

Delivered via email to: Rgilkerson@griffinbros.com

Subject: **Approval of Individual 401 Water Quality Certification**
North Meck C& D Landfill Infill 2 Expansion
USACE Action ID. No. SAW-2022-02469

Location: 35.401073, -80.818991

Dear Mr. Gilkerson:

Attached hereto is a copy of Certification No. WQC007775 issued to Mr. Ron Gilkerson and Greenway Waste Solutions at North Meck, LLC, dated April 11, 2025. This approval is for the purpose and design described in your application.

This Water Quality Certification does not relieve the Permittee of the responsibility to obtain all other required Federal, State, or Local approvals before proceeding with the project, including those required by, but not limited to, Sediment and Erosion Control, Non-Discharge, Water Supply Watershed, and Trout Buffer regulations.

Upon the presentation of proper credentials, the Division of Water Resources (Division) may inspect the property.

This Water Quality Certification shall expire on the same day as the expiration date of the corresponding Section 404 Permit that is current at the time this Certification is issued. The conditions shall remain in effect for the life of the project, regardless of the expiration date of this Water Quality Certification.

Non-compliance with or violation of the conditions herein set forth may result in revocation of this Water Quality Certification for the project and may also result in criminal and/or civil penalties.

Docusign Envelope ID: 1E619A33-C744-4DCF-BC61-A71CED514502

This approval and its conditions are final and binding unless contested [G.S. 143-215.5].

This Certification can be contested as provided in Chapter 150B of the North Carolina General Statutes by filing a Petition for a Contested Case Hearing (Petition) with the North Carolina Office of Administrative Hearings (OAH) **within sixty (60) calendar days**. Requirements for filing a Petition are set forth in Chapter 150B of the North Carolina General Statutes and Title 26 of the North Carolina Administrative Code. Additional information regarding requirements for filing a Petition and Petition forms may be accessed at http://www.ncoah.com/ or by calling the OAH Clerk's Office at (919) 431-3000.

A party filing a Petition must serve a copy of the Petition on:

Dan Hirschman, General Counsel
Department of Environmental Quality
1601 Mail Service Center
Raleigh, NC 27699-1601

If the party filing the Petition is not the Permittee, then the party must also serve the recipient of the Certification in accordance with N.C.G.S. 150B-23(a).

This letter completes the Division's review under Section 401 of the Clean Water Act and 15A NCAC 02H .0500. Please contact Sue Homewood at 336-813-1863 or sue.homewood@deq.nc.gov if you have any questions or concerns.

Sincerely,

Signed by:
Stephanie Goss
980C5097D80E4E9...

Stephanie Goss, Supervisor
401 & Buffer Permitting Branch

Electronic cc: Lisa Mash, CEC
Kevin Thomas, Davey Resource Group, Inc.
Emily Greer, USACE Asheville Regulatory Field Office
Gabriela Garrison, NCWRC
DWR 401 & Buffer Permitting Branch file

Filename: 20241353 N Meck Landfill - Mecklenburg - IP - 401.docx

Docusign Envelope ID: 1E619A33-C744-4DCF-BC61-A71CED514502

NORTH CAROLINA 401 WATER QUALITY CERTIFICATION

CERTIFICATION #WQC007775 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to North Carolina's Regulations in 15 NCAC 02H .0500 and 15A NCAC 02B .0200, to Mr. Ron Gilkerson and Greenway Waste Solutions at North Meck, LLC, who have authorization for the impacts listed below, as described within your application received by the N.C. Division of Water Resources (Division) on October 7, 2024, October 18, 2024, February 4, 2025, and March 11, 2025 and subsequent information on DATE, and by Public Notice issued by the U. S. Army Corps of Engineers on October 25, 2024, and within the *Reasonable Period of Time* pursuant to 40 CFR Part 121.6.

The State of North Carolina certifies that this activity will comply with water quality requirements and the applicable portions of Sections 301, 302, 303, 306, 307 of the Public Laws 92-500 and PL 95-217 if conducted in accordance with the application, the supporting documentation, and conditions hereinafter set forth.

The following impacts are hereby approved. No other impacts are approved, including incidental impacts. [15A NCAC 02H .0506(b)]

Type of Impact	Amount Approved Permanent	Amount Approved Temporary	Mitigation Amount Required
Perennial Streams			
SCA Reach 3	195 linear feet	0 linear feet	195 credits
SCA Reach 4	502 linear feet	0 linear feet	502 credits
SCA Reach 5	224 linear feet	0 linear feet	224 credits
SCA Reach 6	957 linear feet	0 linear feet	957 credits
SCA Reach 7	91 linear feet	0 linear feet	91 credits
Totals:	*1969 linear feet*	*0 linear feet*	*1969 credits*
Intermittent Streams			
SA3	122 linear feet	0 linear feet	0 credits
SCE	224 linear feet	0 linear feet	0 credits
SCF	156 linear feet	0 linear feet	0 credits
SCG	154 linear feet	0 linear feet	0 credits
SCI	42 linear feet	0 linear feet	0 credits
Totals:	*698 linear feet*	*0 linear feet*	*0 credits*
Riparian Wetlands			
WAB	0.04 acres	0 acres	0.04 credits
WAC	0.16 acres	0 acres	0.16 credits
WAD	0.06 acres	0 acres	0.06 credits
WAD-1	0.08 acres	0 acres	0.08 credits
WAD-2	0.14 acres	0 acres	0.14 credits
WAE	0.17 acres	0 acres	0.17 credits
WAF	0.04 acres	0 acres	0.04 credits
WAG	0.51 acres	0 acres	0.51 credits

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WAH	0.21 acres	0 acres	0.21 credits
WAI	0.09 acres	0 acres	0.09 credits
Totals:	*1.50 acres*	*0 acres*	*1.50 credits*

This approval requires you to follow the conditions listed in the Certification below.

CONDITIONS OF CERTIFICATION [15A NCAC 02H .0507(c)]:

1. Mitigation must be provided for the proposed impacts as specified in the table below. You have proposed onsite mitigation to satisfy this requirement. This mitigation plan is only approved for credits towards the impacts approved in this certification. The mitigation site shall be constructed prior to any additional mining activities proposed in the application.

	Compensatory Mitigation Required	**River and Sub-basin Number**
Wetland	1.50 acres (credits)	Yadkin / 03040105
Stream	1969 linear feet (credits)	Yadkin / 03040105

Citation: 15A NCAC 02H .0506(c); 15A NCAC 02H .0507(c)

2. The following impacts at the Brooks Stream and Wetland Mitigation Site are hereby approved. No other impacts are approved, including incidental impacts. [15A NCAC 02H .0506(b)]

Type of Impact	**Amount Approved Permanent**	**Amount Approved Temporary**	**Mitigation Amount Required**
Existing Streams			
S1 – stabilization	1498 linear feet	0 linear feet	NA
S2 – relocation	569 linear feet	0 linear feet	NA
S3 - relocation	2049 linear feet	0 linear feet	NA
Existing Riparian Wetlands			
W1A – Excavation / Construction Access	0.166 acres	2.050 acres	NA
W2A – Excavation / Construction Access	0.064 acres	0.321 acres	NA

Citation: 15A NCAC 02H .0506; 15A NCAC 02H .0507(c)

3. You have approval for your proposed final mitigation plan as depicted in the revised application documents submitted on February 7, 2025. The mitigation site shall be constructed, maintained, and monitored according to the plans submitted. Tree planting shall occur between November 15th and March 15th following completion of construction. The Permittee shall provide red-line as-built drawings to the Division upon completion of construction and planting. Any repairs or adjustments to the site must be made according to the approved plans or must receive written approval from this Office.

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Citation: 15A NCAC 02H .0506(c); 15A NCAC 02H .0507(c)

4. The Permittee shall comply with the Performance Standards and Monitoring Plan as described in the February 2025 mitigation plan submitted to the Division on February 7, 2025. If the Division determines that the site fails to meet the Performance Standards as stated in the approved mitigation plan, the Division may require the Permittee to conduct maintenance or repair activities, continue to monitor the site beyond the initial 7-year monitoring period and/or provide alternative compensation for the project impacts. The mitigation site must be preserved in perpetuity by use of a long-term management plan and conservation easement. The Permittee shall submit a copy of the recorded of the Deed for Conservation Easement prior to conducting any impacts at the project or mitigation site.

   Citation: 15A NCAC 02H .0506(c); 15A NCAC 02H .0507(c)

5. Stormwater runoff from impervious surfaces shall be addressed in one or more of the regulated programs: an approved Sediment and Erosion Control Plan, a NPDES stormwater permit, a NPDES wastewater permit, a DEQ solid waste management permit, or a Division approved Stormwater Management Plan.

   Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

6. The plans and specifications for this project are incorporated by reference as part of this Water Quality Certification. If you change your project, you must notify the Division, and you may be required to submit a new application package with the appropriate fee.

   If the property is sold, the Permittee shall provide the new owner must with a copy of this Water Quality Certification and all plans and specifications incorporated by reference. The Permittee may transfer this Water Quality Certification to the new owner by submitting a letter to the Division with the following statement: *"At the time the property is transferred, the terms and conditions of this 401 Individual Water Quality Certification, including the responsibility to ensure compliance, are binding on the new owner(s) of the property."* <u>The letter shall be signed and dated by both the transferee and the new owner.</u>

   Citation: 15A NCAC 02H .0507(d)(2)

7. If the Permittee becomes aware of any inability to comply with any of the conditions of this Water Quality Certification, they must notify the Mooresville Regional Office within 24 hours (or the next business day if a weekend or holiday) from the time the Permittee becomes aware of the circumstances. The Permittee may be required to submit a new application package with appropriate fee to initiate modification of this authorization, and/or to conduct corrective actions as determined by the Division.

   Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

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8. The Permittee shall report to the DWR Mooresville Regional Office any noncompliance with, and/or any violation of, stream or wetland standards [15A NCAC 02B .0200], including but not limited to sediment impacts to streams or wetlands. Information shall be provided orally within 24 hours (or the next business day if a weekend or holiday) from the time the Permittee became aware of the non-compliance circumstances.

   Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

9. No waste, spoil, solids, or fill of any kind shall occur in wetlands or waters beyond the footprint of the approved impacts (including temporary impacts).

   Citation: 15A NCAC 02H .0506; 15A NCAC 02H .0507(c)

10. When applicable, all construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sediment and Pollution Control Act of 1973). Regardless of applicability of the Sediment and Pollution Control Act, all projects shall incorporate appropriate Best Management Practices for the control of sediment and erosion so that no violations of state water quality standards, statutes, or rules occur.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC02B .0200; 15A NCAC 02B .0231

11. Sediment and erosion control measures shall not be installed in wetland or waters except within the footprint of temporary or permanent impacts otherwise authorized by this Certification. If placed within authorized impact areas, then placement of such measures shall not be conducted in a manner that results in dis-equilibrium of any wetlands, streambeds, or streambanks. Any silt fence installed within wetlands shall be removed from wetlands and the natural grade restored within two (2) months of the date that DEMLR or the locally delegated program has released the specific area within the project to ensure wetland standards are maintained upon completion of the project.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231

12. Erosion control matting that incorporates plastic mesh and/or plastic twine shall not be used along streambanks or within wetlands.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

13. If the project is covered by NPDES Construction Stormwater Permit Number NCG010000 or NPDES Construction Stormwater Permit Number NCG250000, full compliance with permit conditions including the erosion & sedimentation control plan, inspections and maintenance, self-monitoring, record keeping, and reporting requirements is required.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231

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14. All work in or adjacent to streams shall be conducted so that the flowing stream does not come in contact with the disturbed area. Approved best management practices from the most current version of the NC Sediment and Erosion Control Manual, or the NC Department of Transportation Construction and Maintenance Activities Manual, such as sandbags, rock berms, cofferdams, and other diversion structures shall be used to minimize excavation in flowing water.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200

15. Culverts shall be designed and installed in such a manner that the original stream profiles are not altered and allow for aquatic life movement during low flows. The dimension, pattern, and profile of the stream above and below a pipe or culvert shall not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed culvert shall be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. If the width of the culvert is wider than the stream channel, the culvert shall include multiple boxes/pipes, baffles, benches and/or sills to maintain the natural width of the stream channel. If multiple culverts/pipes/barrels are used, low flows shall be accommodated in one culvert/pipe and additional culverts/pipes shall be installed such that they receive only flows above bankfull.

    Placement of culverts and other structures in streams shall be below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20% of the culvert diameter for culverts having a diameter less than or equal to 48 inches, to allow low flow passage of water and aquatic life. If the culvert outlet is submerged within a pool or scour hole and designed to provide for aquatic passage, then culvert burial into the streambed is not required.

    For structures less than 72” in diameter/width, and topographic constraints indicate culvert slopes of greater than 2.5% culvert burial is not required, provided that all alternative options for flattening the slope have been investigated and aquatic life movement/connectivity has been provided when possible (e.g., rock ladders, cross-vanes, sills, baffles etc.). Notification, including supporting documentation to include a location map of the culvert, culvert profile drawings, and slope calculations, shall be provided to DWR thirty (30) calendar days prior to the installation of the culvert.

    When bedrock is present in culvert locations, culvert burial is not required, provided that there is sufficient documentation of the presence of bedrock. Notification, including supporting documentation such as a location map of the culvert, geotechnical reports, photographs, etc. shall be provided to DWR a minimum of thirty (30) calendar days prior to the installation of the culvert. If bedrock is discovered during construction, then DWR shall be notified by phone or email within 24 hours of discovery.

    Installation of culverts in wetlands shall ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. When roadways, causeways, or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges shall be provided to maintain the natural hydrology of the system as

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well as prevent constriction of the floodway that may result in destabilization of streams or wetlands.

The establishment of native woody vegetation and other soft stream bank stabilization techniques shall be used where practicable instead of rip-rap or other bank hardening methods.

Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

16. Application of fertilizer to establish planted/seeded vegetation within disturbed riparian areas and/or wetlands shall be conducted at agronomic rates and shall comply with all other Federal, State, and Local regulations. Fertilizer application shall be accomplished in a manner that minimizes the risk of contact between the fertilizer and surface waters.

    Citation: 15A 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231

17. If concrete is used during construction, then all necessary measures shall be taken to prevent direct contact between uncured or curing concrete and waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to waters of the state.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231

18. All proposed and approved temporary fill and culverts shall be removed, and the impacted area shall be returned to natural conditions within sixty (60) calendar days after the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross-sectional dimensions, planform pattern, and longitudinal bed profile. All temporarily impacted sites shall be restored and stabilized with native vegetation.

    Citation: 15A NCAC 02H.0506(b); 15A NCAC 02H .0507(c)

19. All proposed and approved temporary pipes/culverts/rip-rap pads etc. in streams or wetlands shall be installed as outlined in the most recent edition of the *North Carolina Sediment and Erosion Control Planning and Design Manual* or the *North Carolina Surface Mining Manual* or the *North Carolina Department of Transportation Best Management Practices for Construction and Maintenance Activities* so as not to restrict stream flow or cause dis-equilibrium during use of this Certification.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

20. Any rip-rap required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the area directly impacted by the approved construction activity. All rip-rap shall be placed such that the original streambed elevation and streambank contours are restored and maintained and shall consist of clean rock or masonry material free of debris or toxic pollutants. Placement of rip-rap or other approved materials shall not result in de-stabilization of the stream bed or banks upstream or downstream of the area or be installed in a manner that precludes aquatic life passage.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

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21. Any rip-rap used for stream or shoreline stabilization shall be of a size and density to prevent movement by wave, current action, or stream flows, and shall consist of clean rock or masonry material free of debris or toxic pollutants. Rip-rap shall not be installed in the streambed except in specific areas required for velocity control and to ensure structural integrity of bank stabilization measures.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0201

22. All mechanized equipment operated near surface waters shall be inspected and maintained regularly to prevent contamination of surface waters from fuels, lubricants, hydraulic fluids, or other toxic materials. Construction shall be staged in order to minimize the exposure of equipment to surface waters to the maximum extent practicable. Fueling, lubrication, and general equipment maintenance shall be performed in a manner to prevent, to the maximum extent practicable, contamination of surface waters by fuels and oils.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0200; 15A NCAC 02B .0231

23. Heavy equipment working in wetlands shall be placed on mats or other measures shall be taken to minimize soil disturbance and compaction.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c); 15A NCAC 02B .0231

24. In accordance with 143-215.85(b), the Permittee shall report any petroleum spill of 25 gallons or more; any spill regardless of amount that causes a sheen on surface waters; any petroleum spill regardless of amount occurring within 100 feet of surface waters; and any petroleum spill less than 25 gallons that cannot be cleaned up within 24 hours.

    Citation: 15A NCAC 02H .0507(c); N.C.G.S 143-215.85(b)

25. The Permittee and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

26. The Permittee shall require its contractors and/or agents to comply with the terms and conditions of this Certification in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this Water Quality Certification. A copy of this Water Quality Certification shall be available at the project site during the construction and maintenance of this project.

    Citation: 15A NCAC 02H .0506(b); 15A NCAC 02H .0507(c)

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27. This Water Quality Certification neither grants nor affirms any property right, license, or privilege in any lands or waters, or any right of use in any waters. This Water Quality Certification does not authorize any person to interfere with the riparian rights, littoral rights, or water use rights of any other person and does not create any prescriptive right or any right of priority regarding any usage of water. This Water Quality Certification shall not be interposed as a defense in any action respecting the determination of riparian or littoral rights or other rights to water use. No consumptive user is deemed by virtue of this Water Quality Certification to possess any prescriptive or other right of priority with respect to any other consumptive user.

This Water Quality Certification shall expire on the same day as the expiration date of the corresponding Section 404 Permit that is current at the time this Certification is issued. The conditions shall remain in effect for the life of the project, regardless of the expiration date of this Water Quality Certification.

This, the 11th day of April 2025

Signed by:
Stephanie Goss
980C5097D80E4E9...

Stephanie Goss, Supervisor
401 & Buffer Permitting Branch

July 15, 2025

Mr. Brad Priest
Assistant Planning Director
Town of Huntersville
105 Gilead Road, Third Floor
Huntersville, NC 28070

Mr. Priest:

Subject: Response to Issues
North Meck Infill II Expansion
CSP-500080 (Special Use Permit)
CSP-500081 (Conditional Rezoning)
CEC Project 324-055

On behalf of Greenway Waste Solutions at North Meck, LLC (GWS), Civil and Environmental Consultants, Inc. (CEC) is providing the following documents in support of the Special Use Permit and Conditional Rezoning applications to the Town of Huntersville for the expansion of the existing North Meck Landfill:

1. Revised SUP and CD plans;
2. Response to SUP and CD town issues;
3. Cane Creek Flood Study;
4. Catawba River Keepers letter of support; and
5. Findings of Fact Document.

GWS has made significant investments to ensure the success of this important project, including the following:

- More than $1.2 million in stream relocation design and engineering services in anticipation of the Infill II Expansion project;
- $3.0 million in ecological services including permitting and mitigation credits related to stream and wetland relocation and restoration. The stream relocation and mitigation plans were approved by the North Carolina Department of Environmental Quality (NCDEQ, Section 401 Water Quality Certification), and Section 404 approval from the U.S. Army Corps of Engineers (USACE) is expected in the next few months;
- $750,000 in engineering and hydrogeologic design for the Infill II Expansion for preliminary review by the NCDEQ Solid Waste Section; and
- Voluntarily committed to additional groundwater corrective action plans to remediate and enhance groundwater as a part of the Infill II Expansion design at an estimated cost of $1 million.

In closing, Greenway has committed over $5 million in design, engineering, mitigation and permitting services to date with an additional commitment of at least $1 million in pre-remedial design and implementation of the groundwater remediation and enhancement plan. In our opinion, there are many environmental and ecological benefits to our proposed project outside of extending the life of the landfill and we are excited to see this to fruition.

Should you have any questions or require any additional information in support of this application, please do not hesitate to contact me at 980-237-0373 or at tgingerich@cecinc.com.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Todd Gingerich, PE
Vice President

Attachments

John Brown
Griffin Brother Companies
19109 W. Catawba Avenue, Suite 100
Cornelius, NC 28031

Revised August 25, 2025

Re: Report of Coring Exploration and Limited Pavement Evaluation
F&R Project No.: 63D-0055
Holbrooks Road Coring Exploration
Huntersville, North Carolina

Mr. Brown:

Froehling & Robertson, Inc. (F&R), is pleased to provide this letter report for asphalt coring and pavement section measurement services. This work was performed in general accordance with F&R Proposal 2563-00079, dated June 13, 2025. Information about the project was provided via email and telephone correspondence with Mr. John Brown of Griffin Brother Companies beginning on May 29, 2025. F&R previously performed a limited subsurface exploration as detailed in our report, F&R Project No. 63U-0206 Greenway Waste Rezoning – Holbrooks Road Cores, dated January 24, 2017. This letter report presents our exploration procedures and describes the general subsurface conditions at the coring test locations and, as later requested, an evaluation of the existing recorded pavement section compared to a newly design pavement section based on currently provided loading conditions. This report was been revised following the submission dated August 18, 2025 to include refined recommendations for continued roadway usage. This version, dated August 22, 2025, supersedes our previous version.

SITE DESCRIPTION AND PROJECT INFORMATION

F&R was provided with the following traffic loading information to aid in our limited pavement evaluation:

- Traffic Impact Analysis Form (filename: *TIA Determination TOH Response 7-14-25.pdf*)
- Daily Traffic Counts to Landfill (filename: *NML and MRF Loads 5-1-24 through 4-30-25.xlsx*)

The project location is an existing roadway known has Holbrooks Road located in Huntersville, NC. The roadway begins at its intersection with Old Statesville Road then proceeds to the east for approximately 6800 feet (1.3 miles) ending near the North Meck Construction Landfill operated by Greenway Waste Solution located at 15300 Holbrooks Road, in Huntersville, North Carolina.

F&R has been requested to explore the existing roadway section of Holbrooks Road by the performance of a limited coring and pavement evaluation. Based on provided information, we understand that the roadway is primarily accessed by medium duty trucks utilizing the landfill and passenger vehicle traffic. To aid in the analysis of the pavement sections, F&R has utilized assumed and provided traffic loading conditions consisting of 500 passenger vehicles and up to 210 medium

Duty truck (assumed dumpster roll-off truck) passes per day. As indicated in the provided Traffic Impact Analysis Form, traffic growth is not projected to increase. Therefore no growth factors have been included in our analysis. If loading conditions exceed the values used in our analysis, F&R requests that this information be provided to us to review the continued applicability of our analysis.

GEOTECHNICAL SCOPE OF SERVICES

The purposes of our involvement on this project were to core through the existing pavement sections, provide a summary of our findings and, as later requested, an evaluation of the existing pavement section compared to a newly design pavement section. In order to accomplish the aforementioned objectives, we undertook the following scope of services:

1) Coordinated utility clearance with NC-811 Utility services.
2) Executed the requested exploration consisting of fourteen (14) pavement coring locations.
3) At each core location, the pavement was cored to measure the existing thickness and provide access to the subgrade for further thickness measurements and sampling. The coring was performed with a 4-inch diameter thin-walled core bit using water as a flushing/cooling medium.
4) Following the extraction of asphalt cores, Kessler Dynamic Cone Penetrometer (KDCP) testing was performed to depths ranging from about 1 foot to 3 feet below the existing pavement surface at each of the coring locations with the exception of locations C-2 and C-14. After the KDCP testing, a hand auger was manually advanced for observation and select sampling of subsurface soils. The hand auger borings were advanced to a depth of about 2 to 3 feet below the existing pavement section.
5) Prepared this written letter report summarizing our work on the project, providing descriptions of the pavement materials, and subsurface conditions encountered, and, as later requested, an evaluation of the existing recorded pavement section compared to a newly designed pavement section based on currently provided loading conditions. Copies of the hand auger logs and KDCP Test Data sheets have been included.

By the nature of the work performed, our field exploration activities resulted in disturbances to the site. Reasonable efforts were made to lessen potential impacts; however, no remediation other than that described here, was included in our scope of work. Completed borings were backfilled with auger cuttings, tamped with asphalt cold patch, and surface treated with pavement sealant. Periodic observation and maintenance of the boreholes should be performed due to potential subsidence at the ground surface, as the borehole backfill could settle over time.

Our proposed scope of services did not include survey services, quantity estimates, pavement design, other geotechnical design, civil, environmental, storm-water, or structural engineering services, preparation of plans or specifications, or the identification and evaluation of wetland or other environmental aspects of the project site.

EXPLORATION PROCEDURES

The pavement coring and Kessler Dynamic Cone Penetrometer (KDCP) exploration and was conducted on August 14th and 15th, 2025. The exploration program consisted of fourteen (14) coring locations, designated as C-1 through C-14 and performed at the approximate locations shown in the attached Exploration Location Plan (Drawing No. 2). An F&R geotechnical engineer established the coring locations in the field using a handheld GPS device. Test location elevations were estimated from Mecklenburg County GIS. In consideration of the methods used in their determination, the testing locations and elevations shown on the attached Coring Location Plan and Boring Logs should be considered approximate.

The KDCP testing was performed in general accordance with ASTM D6951/D6951M – 18. In this test method, a 17.6-pound hammer is dropped in freefall 22.6 inches to drive a conical point into subgrade materials. Depth of penetration for the conical point is recorded following each hammer drop. The penetration rate is then used to estimate the in-situ CBR value for the near-surface soils. Results of the KDCP testing performed are presented on the attached KDCP Test Data sheets.

Upon completion of KDCP testing, a hand auger was manually advanced to an approximate depth of 2 to 3 feet below the existing pavement section. The observed soils were visually classified by the F&R engineer in general accordance with techniques outlined in the visual-manual identification procedure (ASTM D 2488).

The borings were backfilled with auger cuttings, tamped with asphalt cold patch, and covered with pavement sealant. It should be noted that the backfill may subside at some time following our work and F&R assumes no responsibility for subsidence after completion of the fieldwork.

SUBSURFACE CONDITIONS

The subsurface conditions discussed in the following section represents an estimate of the subsurface conditions based on interpretation of the field data using normally accepted geotechnical engineering judgments. Although individual tests are representative of the subsurface conditions encountered at the explored locations on the dates shown, they are not necessarily indicative of subsurface conditions at other locations or at other times. The inserted table below details the encountered pavement sections and subsurface conditions.

Coring Summary Table			
Core Location	**Asphalt Thickness (inches)**	**Base Stone (inches)**	**Subbase Soil Description**
C-1	7	2	Silty Sand (SM)
C-2	15+	NE	NE
C-3	7.75	2	Silty Sand (SM)
C-4	9	3	Silty Sand (SM)
C-5	8.25	3	NE
C-6	8.5	2	Silty Sand (SM)
C-7	7.75	4	NE
C-8	9.25	3	Silty Sand (SM)
C-9	14.25	2	Silty Sand (SM)
C-10	12.25	3	Silty Sand (SM)
C-11	8	5	NE
C-12	12.5	2	Clayey Sand (SC)
C-13	8	4	Lean Clay (CL)
C-14	15+	NE	NE

NE = Not Encountered

The asphalt cores were observed in the F&R lab and were found to have a fairly typically asphalt sections with larger aggregates located at the bottom of the core and finer aggregates toward the top with homogeneous aggregate size distributions throughout each layer. Photos of each of the cores are included in attachment IV. A core was not recovered from location C-2 due to coring equipment not being able to reach the bottom of the pavement section. Please note that asphalt and subsurface conditions in unexplored locations may vary from those encountered.

FINDINGS AND RECOMMENDATIONS

An existing condition survey of the roadway surface was not included at this time. However, during the coring exploration some longitudinal and fatigue cracking of the roadway were observed. These cracks are generally indicative of age related distresses in pavement but can indicate subgrade issues depending upon severity and age of pavement. While no information regarding the current age of the pavement has been provided, F&R understands that based on readily available aerial imagery, Holbrooks Road has existed in the same general alignment since at least 1938. Therefore, we assume the roadway has undergone several previous resurfacing events in its lifetime.

Asphalt pavements typically have a design life of 20 years with some deterioration expected throughout the working life. Routine pavement maintenance is required to keep deterioration from accelerating, particularly due to water intrusion. We were not furnished information regarding any past resurfacing and/or reconstruction of the pavement surfaces that may have occurred previously. The observed longitudinal and fatigue cracking is likely due to a combination of factors, such as traffic loading conditions and pavement age which we believe to be in excess of 20 years. The cores recovered from the exploration ranged in thickness from about 7 to 15 inches. Base stone beneath the asphalt was measured between about 2 to 5 inches, which we assume some material is likely from the original road construction. Measurements of asphalt and stone thicknesses at the coring locations were used to develop a total equivalent structural number for the existing pavement sections using NCDOT layer coefficients for newly place pavement materials. We note that some reduction of the newly-placed design structural number is typiocally applied when evaluating the in-place structural value for existing pavements. Results of these calculations are presented in the table below.

Structural Values of Sampled Existing Pavement Sections (if new)				
Layer Thickness	**Asphalt Surface Course**	**Asphalt Base Course**	**Aggregate Base Course**	**Structural Number (if new)**
New Layer Coefficients	**0.44**	**0.3**	**0.14**	
Locations	**Layer Thickness***			
C-1	4.00	3.00	2.00	2.94
C-2	8.00	7.00	-	5.62
C-3	7.00	1.00	2.00	3.66
C-4	7.00	2.00	3.00	4.10
C-5	7.00	2.00	3.00	4.10
C-6	9.00	0.00	2.00	4.24
C-7	7.75	-	4.00	3.97
C-8	5.00	5.00	3.00	4.12
C-9	10.00	4.25	2.00	5.96
C-10	7.00	5.25	3.00	5.08
C-11	8.00	-	5.00	4.22
C-12	10.00	2.50	2.00	5.43
C-13	8.00	-	4.00	4.08
C-14	8.00	7.00	-	5.62

*Thicknesses based on visual observation of the cores

To aid in the evaluation of the existing roadway, F&R has utilized daily traffic loading conditions consisting of 500 passenger vehicles and 210 medium duty truck passes per day. The truck traffic is assumed to primarily consist of dumpster roll-off trucks with some smaller truck traffic, such as traditional garbage trucks. To analyze the applicability of the existing roadway sections, F&R has

developed a new pavement section to determine a sufficient structural number based on the following criteria:

- A 20-year design life;
- A design CBR of 6 based on collected KDCP data as well as our regional experience;
- The aforementioned traffic loading conditions; and
- That the pavement subgrade was prepared in such a way that it would generally meet NCDOT Specifications.

Based on the information presented above and the subsurface soil conditions encountered we have determined the following pavement section to yield a sufficient structural number:

Deigned Pavement Section		
Layer Type	**New Asphalt Layer Coefficient**	**Layer Thicknesses**
Asphalt Pavement Surface Course, Type S9.5B	0.44	3.0
Asphalt Pavement Intermediate Course, Type I19.0C	0.44	4.0
Asphalt Pavement Base Course, Type B25.0C	0.30	-
Aggregate Base Course (ABC stone)	0.14	6.0
Total Equivalent Structural Number (if new)		**3.92**

Based on the structural numbers of the encountered pavement sections and the structural number of a newly placed 20-year design pavement section, the majority of the cores present a sufficient (no-reduction) structural number for the provided/assumed traffic conditions. However, two of the cores indicate structural numbers that are less than the designed section structural number. The structural number provides a general guideline for the recommended pavement section based on several factors such as anticipated pavement life, traffic loading conditions, annual traffic growth, and subgrade conditions.

While two of the pavement sections indicated structural numbers less than the designed section this does not mean immanent failure of the roadway section; although periodic on-going maintenance would be prudent to prolong the pavement life as-is. Lower structural numbers will generally require more frequent maintenance to facilitate continued, travel-worthy, on-going use of the roadway. Given that the roadway is currently functional without exhibiting major signs of distress, no immediate remediation is recommended at this time. However, given that some roadway sections indicated lower structural numbers, the roadway should continue to be monitored and periodically maintained as applicable in order to mitigate potential severe distresses that might require more extensive remedial efforts later.

F&R envisions that potential remedial measures would initially include milling the roadway surface to remove surface cracking. Where deeper cracks are observed following the milling procedure,

they should be properly sealed to reduce migration likelihood their reappearance at the surface. Following the milling/sealing procedure, additional asphalt should be placed to bolster the roadway section in the vicinity of locations where lower structural numbers were encountered. Additionally, to mitigate the appearance of future longitudinal and fatigue cracks an asphalt specific non-woven asphalt overlay fabric such as Mirafi MPV-600 could be utilized. This fabric forms a membrane which reduces surface water infiltration into the subgrade and also functions as a stress relieving layer by providing a layer of cushioning over the existing asphalt. Care should be taken so that the geotextile is placed without tearing or creasing and should be evenly spread across the entire surface. The paving fabric should be installed in accordance with manufacturer's guidelines.

We emphasize that good drainage is essential for successful pavement performance. All pavements should be graded such that surface water is directed towards the outer limits of the paved area or to catch basins located such that surface water does not remain on the pavement. Asphalt pavements, and bases should be constructed in accordance with the guidelines of the latest applicable NCDOT Standard Specifications for Roads and Structures.

LIMITATIONS

This letter report has been prepared for the exclusive use of Griffin Brothers Companies for the specific application to the Holbrooks Road Coring Exploration project in accordance with generally accepted exploration and engineering evaluation procedures. No other warranty, express or implied, is made. The findings do not reflect variations in subsurface conditions, which could exist in unexplored areas of the site. Regardless of the thoroughness of a subsurface exploration, there is the possibility that conditions in other areas will differ from those at the testing locations, that conditions are not as anticipated by the designers, or that the construction process has altered the soil conditions.

If this report is copied or transmitted to a third party, it must be copied or transmitted in its entirety, including text, attachments, and enclosures. Interpretations based on only a part of this report may not be valid.

ACKNOWLEDGMENT

Froehling & Robertson, Inc. appreciates the opportunity to provide limited pavement and subgrade evaluation services for you on this project. Please contact us with any further questions.

Respectfully,

FROEHLING & ROBERTSON, INC.

2025-08-25 12:13-04:00

NORTH CAROLINA PROFESSIONAL SEAL 058347 ENGINEER CARVER J. WARREN III

08/25/2025

Carver J. Warren, P.E.
Geotechnical Services Manager

Andrew R. Frank, P.E.
Regional Senior Geotechnical Engineer

Attachments: GBA Important Information about Your Geotechnical Engineering Report
Site Vicinity Map (Drawing No. 1)
Key to Soil Classification
Soil Classification Chart
Exploration Location Plan (Drawing No. 2)
Coring Logs (C-1 through C-14)
Photograph Log
KDCP Test Data sheets

Email Distribution: jdbrown@griffinbros.com

F:\Projects 63B\63B-0092 (Design Group - Actega Kings Mtn Paving Evaluation)\Reports\63B-0092 (Design Group - Actega Kings Mtn Pavement Evaluation) Report.docx

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled*. No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be*, and, in general, *if you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed*. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.*** Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

Telephone: 301/565-2733
e-mail: info@geoprofessional.org www.geoprofessional.org

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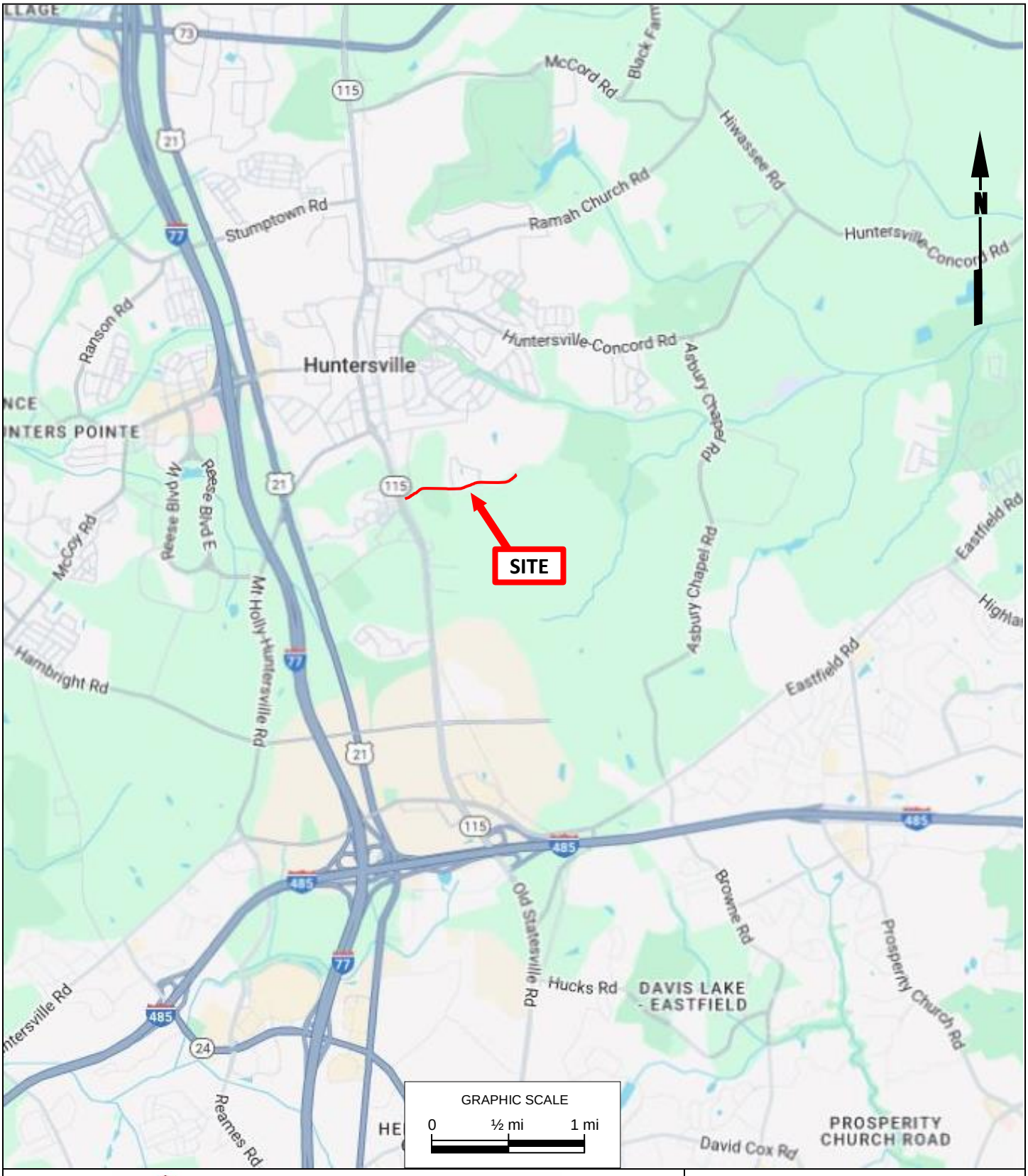


FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	*As Shown*	
DRAWN:	MT	63D-0055

Holbrooks Road Paving Evaluation
Griffin Brothers Companies
Huntersville, NC

SITE VICINITY MAP

FIGURE NO.
1

KEY TO BORING LOG SOIL CLASSIFICATION

Particle Size and Proportion

Visual descriptions are assigned to each soil sample or stratum based on estimates of the particle size of each component of the soil and the percentage of each component of the soil.

Particle Size Descriptive Terms		Proportion Descriptive Terms		
Soil Component	Particle Size	Component	Term	Percentage
Boulder	> 12 inch	Major	Uppercase Letters (e.g., SAND, CLAY)	> 50%
Cobble	3 - 12 inch			
Gravel-Coarse	3/4 - 3 inch			
-Fine	#4 - 3/4 inch	Secondary	Adjective (e.g., sandy, clayey)	20% - 50%
Sand-Coarse	#10 - #4			
-Medium	#40 - #10			
-Fine	#200 - #40	Minor	Some	15% - 25%
Silt (non-cohesive)	< #200		Little	5% - 15%
Clay (cohesive)	< #200		Trace	0% - 5%

Notes:
1. Particle size is designated by U.S. Standard Sieve Sizes
2. Because of the small size of the split-spoon sampler relative to the size of gravel, the true percentage of gravel may not be accurately estimated.

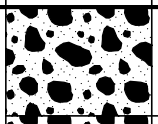
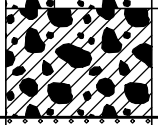
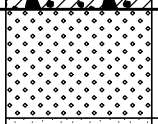
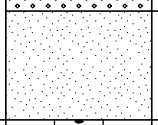
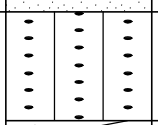
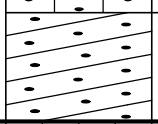
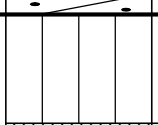
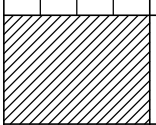
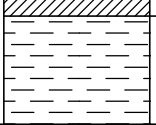
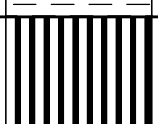
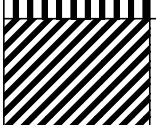
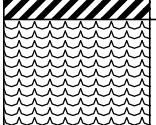
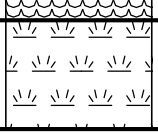
Density or Consistency

The standard penetration resistance values (N-values) are used to describe the density of coarse-grained soils (GRAVEL, SAND) or the consistency of fine-grained soils (SILT, CLAY). Sandy silts of very low plasticity may be assigned a density instead of a consistency.

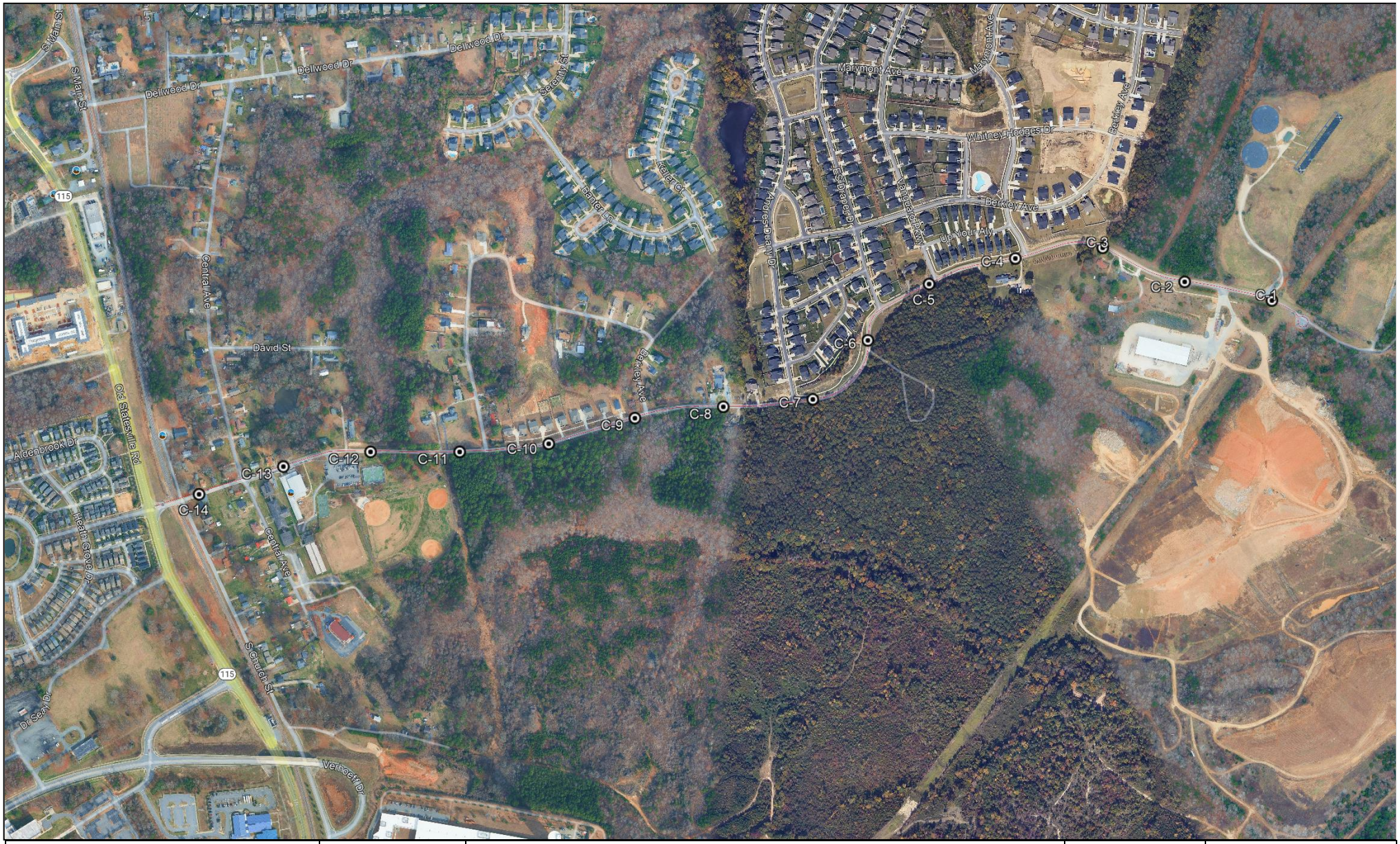
DENSITY		CONSISTENCY	
Term	N-Value	Term	N-Value
Very Loose	0 - 4	Very Soft	0 - 1
Loose	5 - 10	Soft	2 - 4
Medium Dense	11 - 30	Firm	5 - 8
Dense	31 - 50	Stiff	9 - 15
Very Dense	> 50	Very Stiff	16 - 30
		Hard	> 30

Notes:
1. The N-value is the number of blows of a 140 lb. Hammer freely falling 30 inches required to drive a standard split-spoon sampler (2.0 in. O.D., 1-3/8 in. I.D.) 12 inches into the soil after properly seating the sampler 6 inches.
2. When encountered, gravel may increase the N-value of the standard penetration test and may not accurately represent the in-situ density or consistency of the soil sampled.

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS



Boring locations were marked in the field by pulling from nearest landmarks and site features.

Boring Location:

GRAPHIC SCALE

0 500 ft. 1000 ft.

N

FROEHLING & ROBERTSON, INC.
Engineering Stability Since 1881
3300 International Airport Drive, Suite 600
Charlotte, North Carolina, 28208
T 704.596.2889 | F 704.596.3784

DATE:	August 2025
SCALE:	*As Shown*
DRAWN:	MT

Holbrooks Road Paving Evaluation
Griffin Brothers Companies
Huntersville, NC

BORING LOCATION PLAN

DRAWING NO.

2

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-1 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 7 inches				**Groundwater Data:**
	0.6					0 Hour: Not Encountered
	0.7	**AGGREGATE BASE COURSE:** 2 inches				
		RESIDUUM: Tan and brown, silty fine to coarse SAND (SM) with some clay and trace rock fragments, moist				
	2.0	Tan and brown, clayey fine to coarse SAND (SC) with trace rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-2 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.3'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 15+ inches				**Groundwater Data:** 0 Hour: Not Encountered
	1.3	**Core Terminated at 1.25 feet**				Coring was terminated upon reaching maximum depth achievable by the coring equipment.

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-3 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 8 inches				**Groundwater Data:**
	0.7					0 Hour: Not Encountered
	0.8	**AGGREGATE BASE COURSE:** 2 inches				
		RESIDUUM: Tan and brown, silty fine to medium SAND (SM) with some rock fragments, moist				
	2.0	Tan, silty fine to coarse SAND (SM) with trace rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-4 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 9 inches				**Groundwater Data:**
	0.8					0 Hour: Not Encountered
	1.0	**AGGREGATE BASE COURSE:** 3 inches				
		RESIDUUM: Tan and brown, silty fine to medium SAND (SM) with some rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-5 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.3'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 8.5 inches				**Groundwater Data:**
	0.7	**AGGREGATE BASE COURSE:** 3 inches				0 Hour: Not Encountered
	1.0	**KDCP Refusal at 1 foot**				Unable to advance KDCP and HA due to base stone fragments.

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-6 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 10.5 inches				**Groundwater Data:**
	0.9					0 Hour: Not Encountered
	1.0	**AGGREGATE BASE COURSE:** 2 inches				
		RESIDUUM: Gray, tan, and brown, silty fine to coarse SAND (SM) with some clay and trace rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-7 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 7.5 inches				**Groundwater Data:** 0 Hour: Not Encountered
	0.6	**AGGREGATE BASE COURSE:** 4 inches				
	1.0	**KDCP Refusal at 1 feet**				Unable to advanced KDCP and HA due to base stone fragments.

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-8 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 9.5 inches				**Groundwater Data:**
	0.8					0 Hour: Not Encountered
	1.0	**AGGREGATE BASE COURSE:** 3 inches				
		RESIDUUM: Tan and brown, silty fine to medium SAND (SM) with trace rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-9 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 14 inches				**Groundwater Data:** 0 Hour: Not Encountered
	1.2	**AGGREGATE BASE COURSE:** 2 inches				
	1.4	**RESIDUUM:** Brown and tan, silty fine to coarse SAND (SM) with some clay and rock fragments, moist				
	2.0	Brown and tan, silty fine to coarse SAND (SM) with some clay, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-10 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 9 inches				**Groundwater Data:**
	0.8					0 Hour: Not Encountered
	1.0	**AGGREGATE BASE COURSE MIXED WITH SOIL:** 3 inches				
		RESIDUUM: Brown and tan, silty fine to coarse SAND (SM) with some rock fragments, moist				
	2.0	Orange-brown and light tan, fine to coarse sandy fat CLAY (CH) with trace rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

HAND_AUGER_LOG 63D-0015 HAND AUGER BORINGS.GPJ F&R.GDT 8/16/25

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-11 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 8 inches				**Groundwater Data:** 0 Hour: Not Encountered
	0.7	**AGGREGATE BASE COURSE:** 5 inches				
	1.1	**Hand Auger Refusal at 1.1 feet**				Unable to advance HA due to base stone fragments

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-12 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.5'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 12.5 inches				**Groundwater Data:** 0 Hour: Not Encountered
	1.0					
	1.2	**AGGREGATE BASE COURSE:** 2 inches				
	1.5	**RESIDUUM:** Orange-brown and brown, clayey fine to medium SAND (SC), moist				
		Hand Auger Refusal at 1.5 feet				Unable to advance hand auger due to base stone fragments

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-13 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 8 inches				**Groundwater Data:**
	0.7	**AGGREGATE BASE COURSE:** 4 inches				0 Hour: Not Encountered
	1.0	**RESIDUUM:** Brown and orange-brown, fine to coarse sandy lean CLAY (CL) with trace rock fragments, moist				
	2.0	Orange-brown and tan, clayey fine to coarse SAND (SC), moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-14 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.3'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 15+ inches				**Groundwater Data:** 0 Hour: Not Encountered
	1.3	**Coring Terminated at 1.25 feet**				Coring was terminated upon maximum depth achievable by the coring equipment.

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

HAND_AUGER_LOG 63D-0015 HAND AUGER BORINGS.GPJ F&R.GDT 8/16/25

KDCP TEST DATA

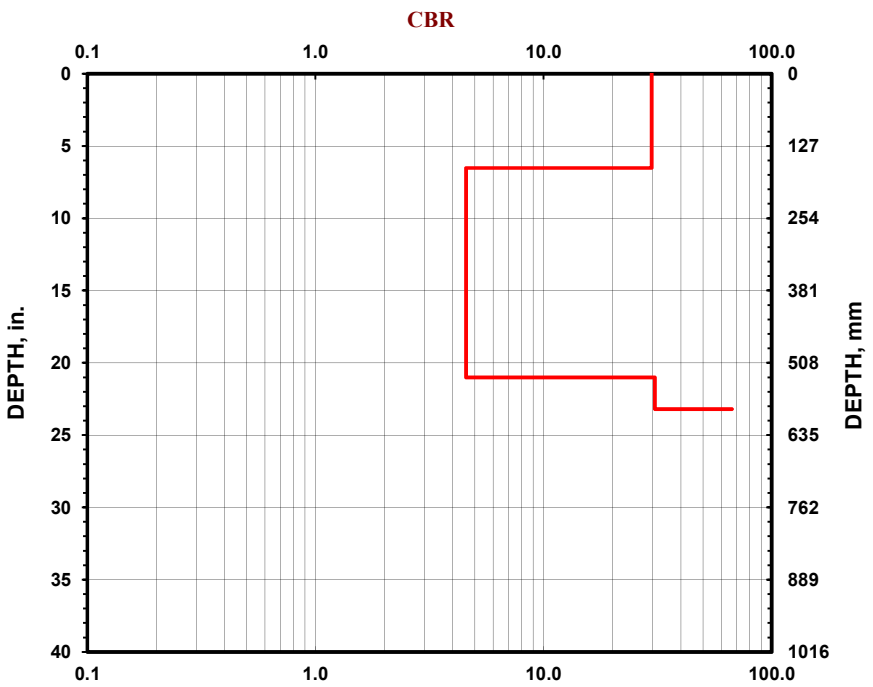
File Name: Kessler C-1

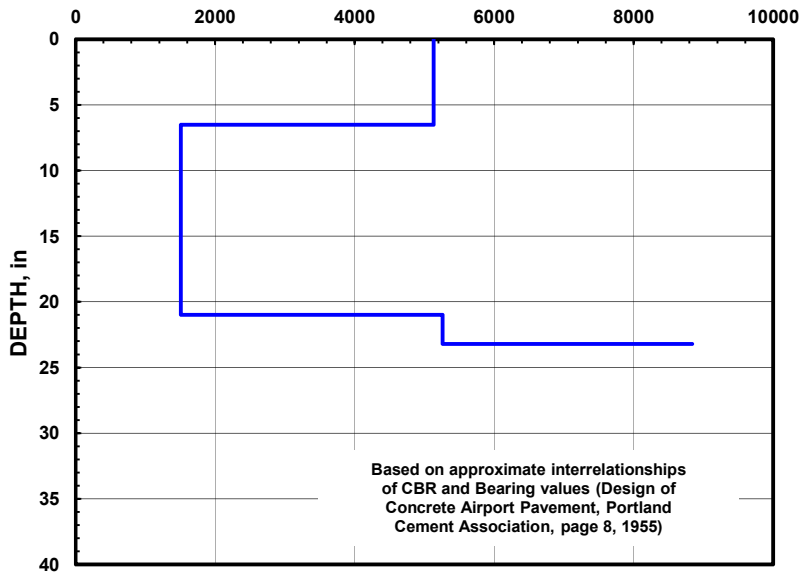
Project: *Holbrooks Road Site*
Location: Huntersville, NC
Date: 16-Aug-25
Soil Type(s): Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
43	165.1	2
18	533.4	2
15	589.28	2





KDCP TEST DATA

File Name: Kessler C-3

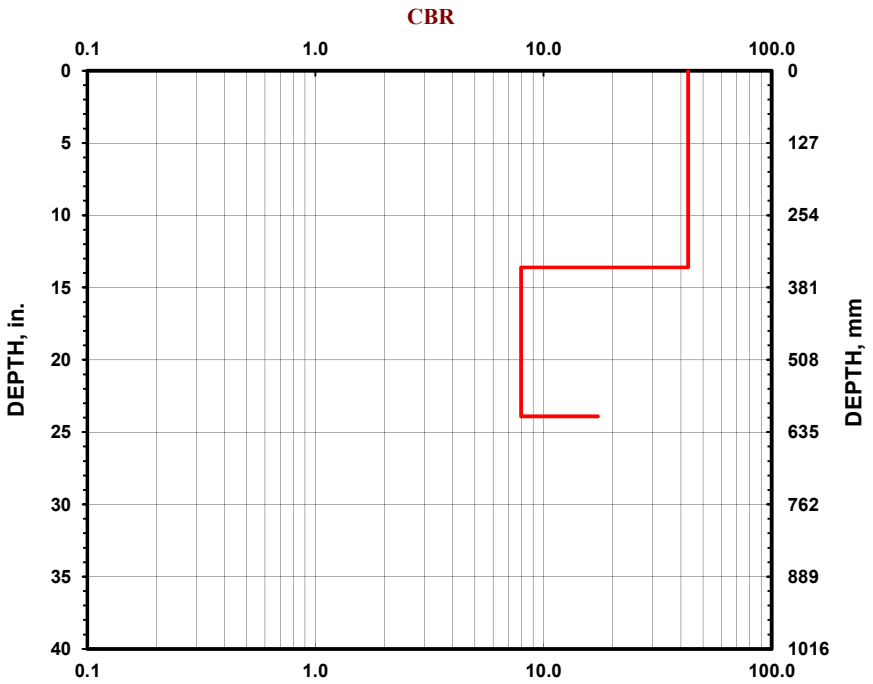
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

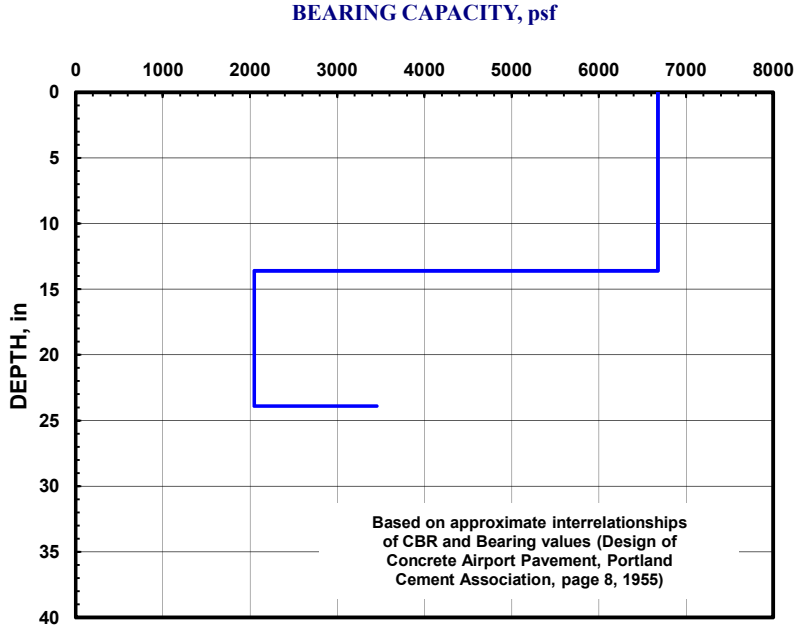
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
125	345.44	2
21	607.06	2





KDCP TEST DATA

File Name: Kessler C-4

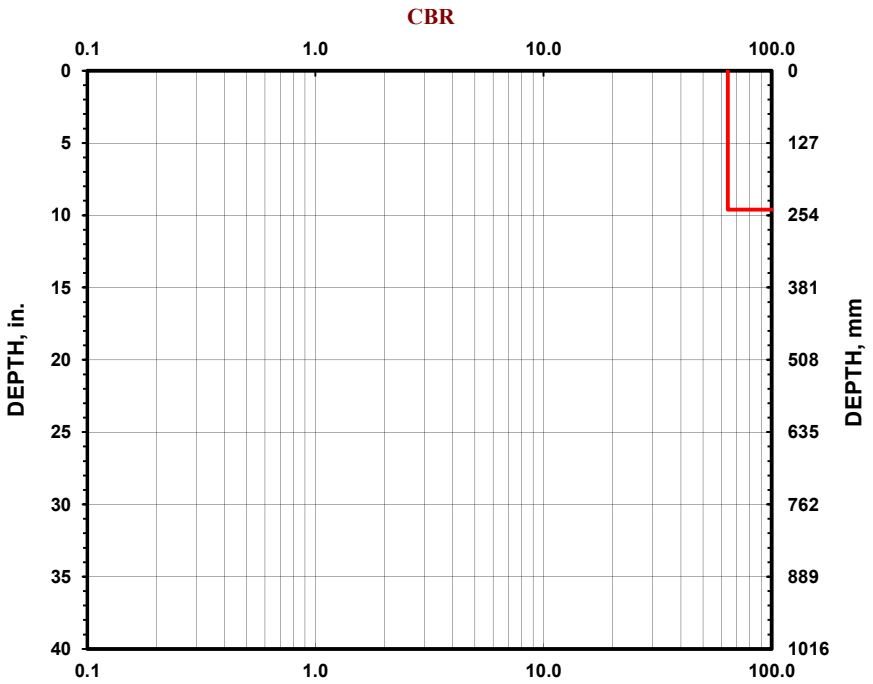
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

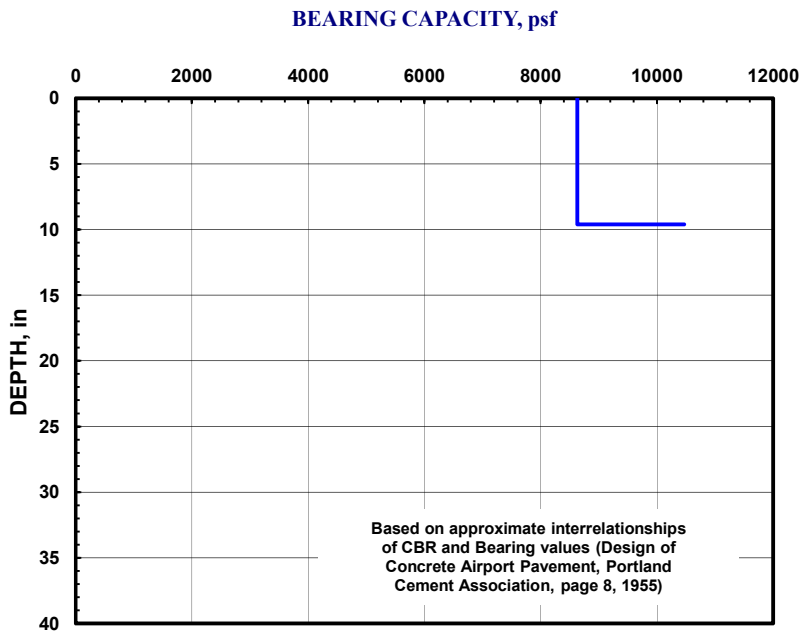
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
126	243.84	2





KDCP TEST DATA

File Name: Kessler C-5

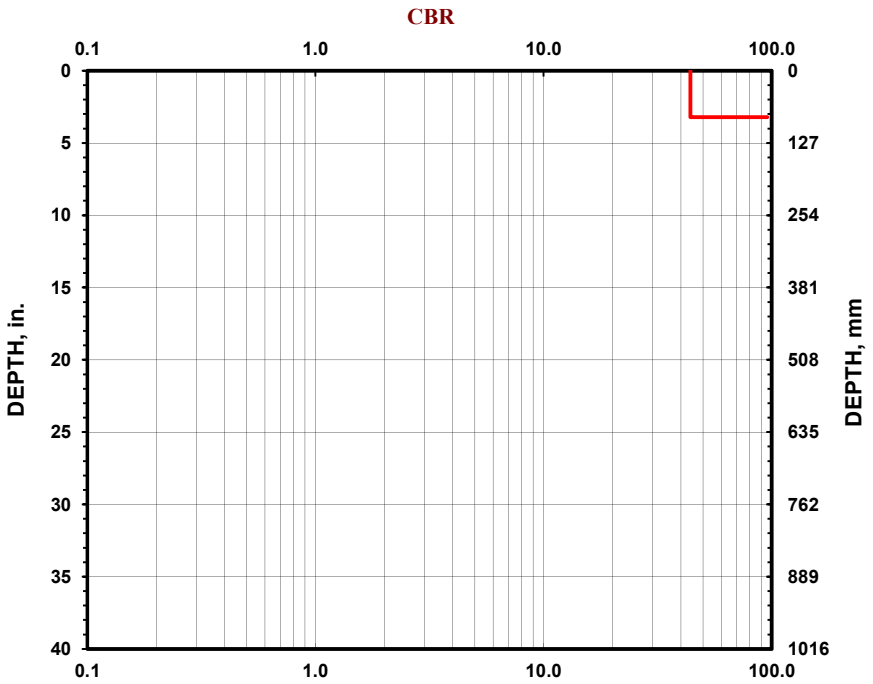
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

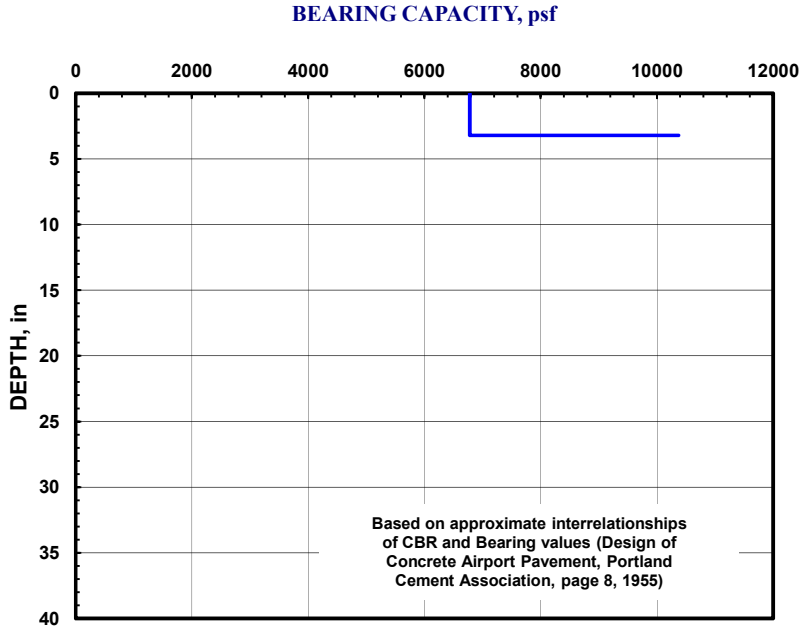
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
30	81.28	2





KDCP TEST DATA

File Name: Kessler C-6

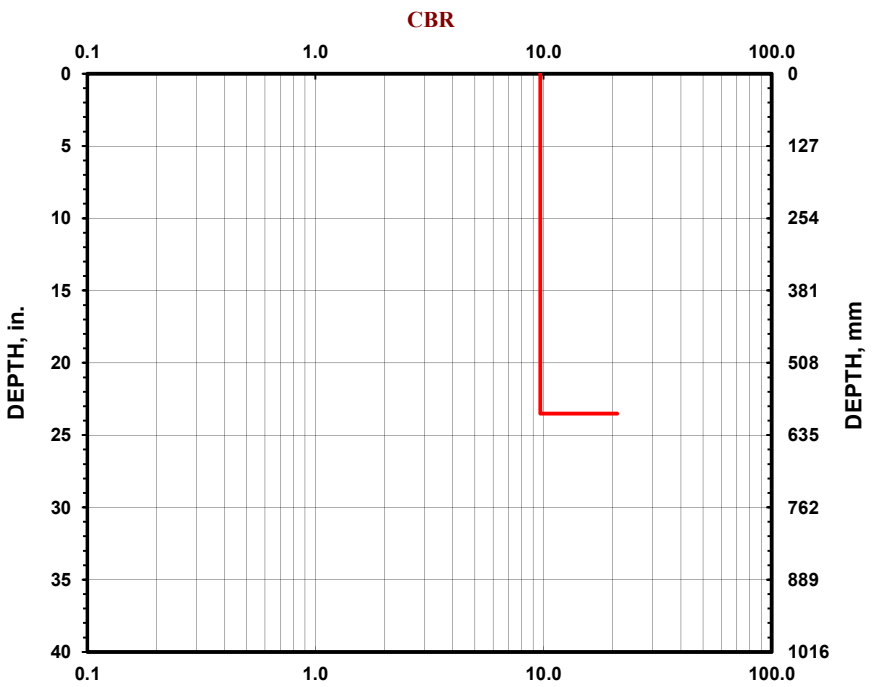
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

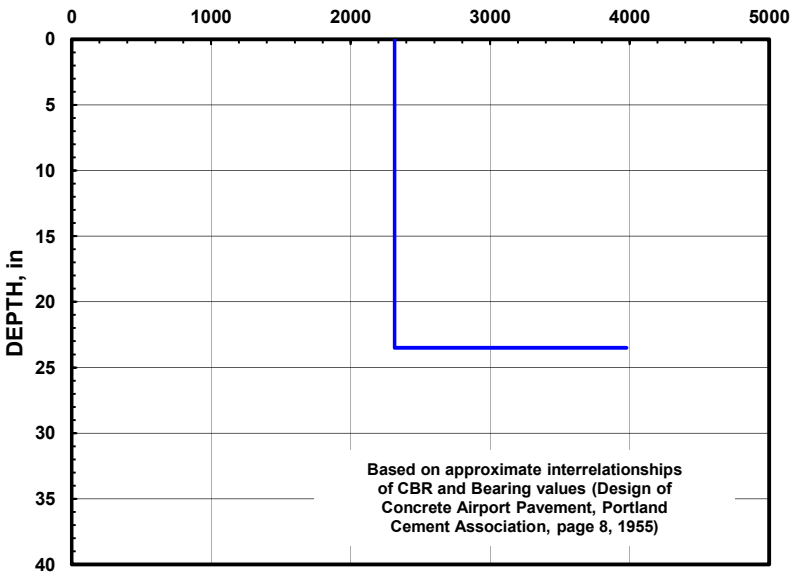
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
57	596.9	2





KDCP TEST DATA

File Name: Kessler C-7

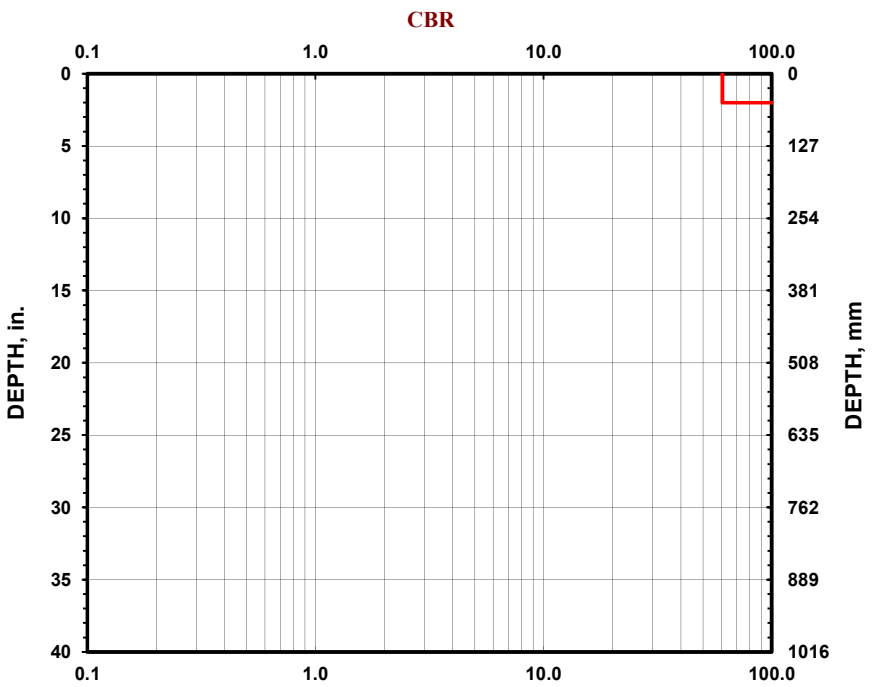
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

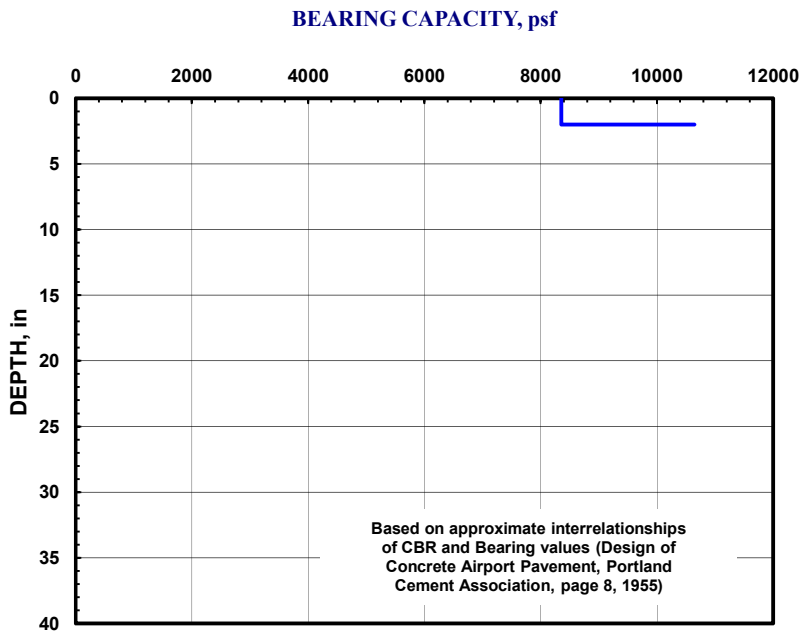
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
25	50.8	2





KDCP TEST DATA

File Name: Kessler C-8

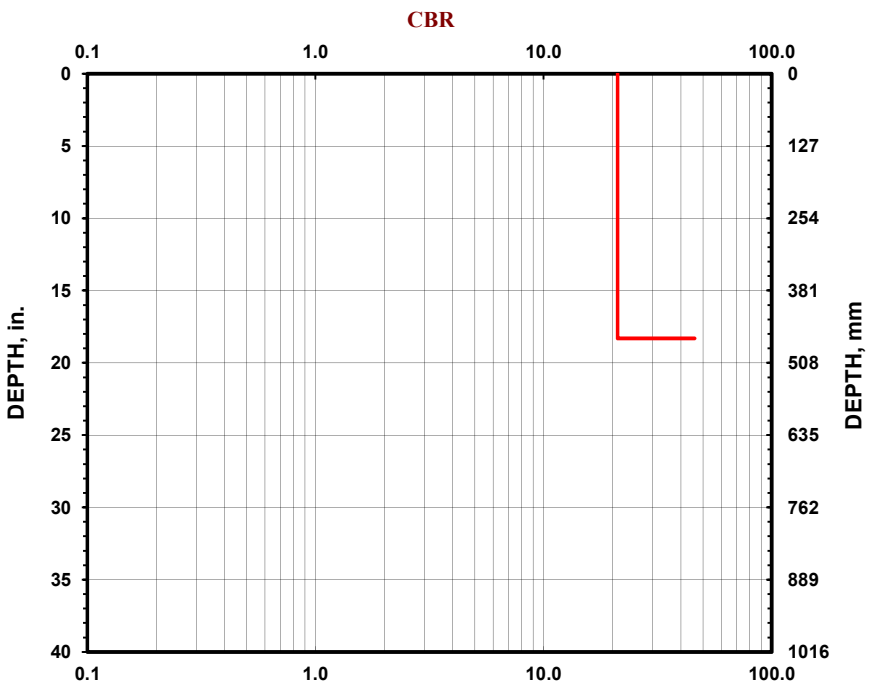
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

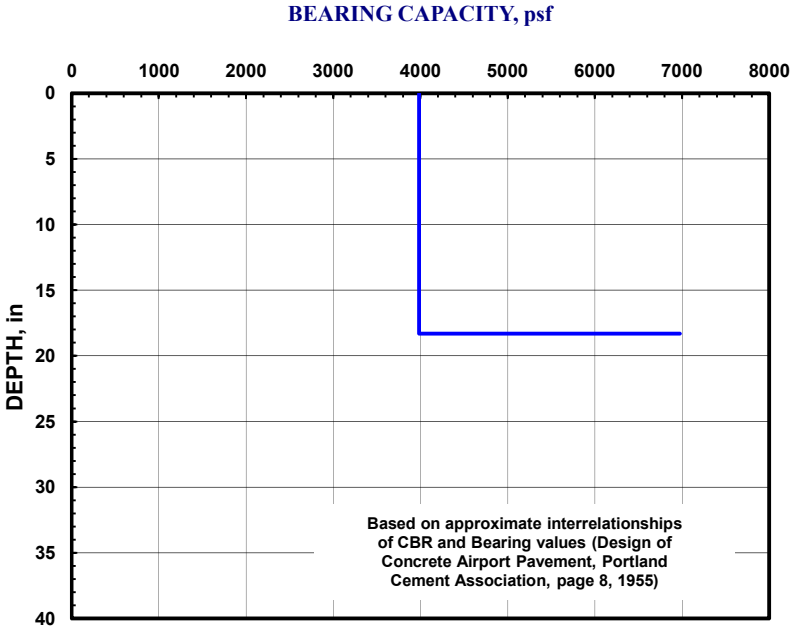
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
89	464.82	2





KDCP TEST DATA

File Name: Kessler C-9

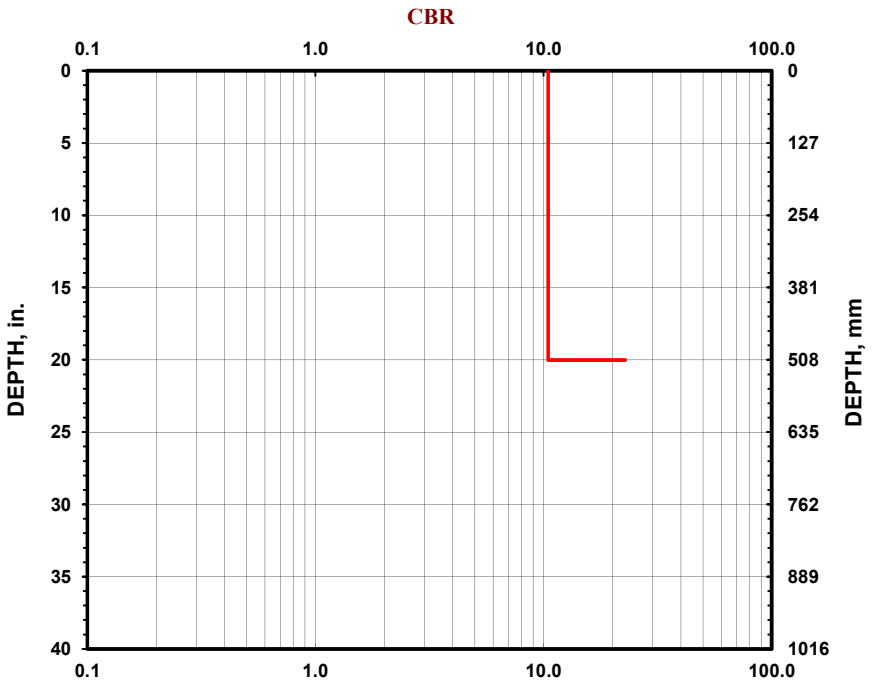
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

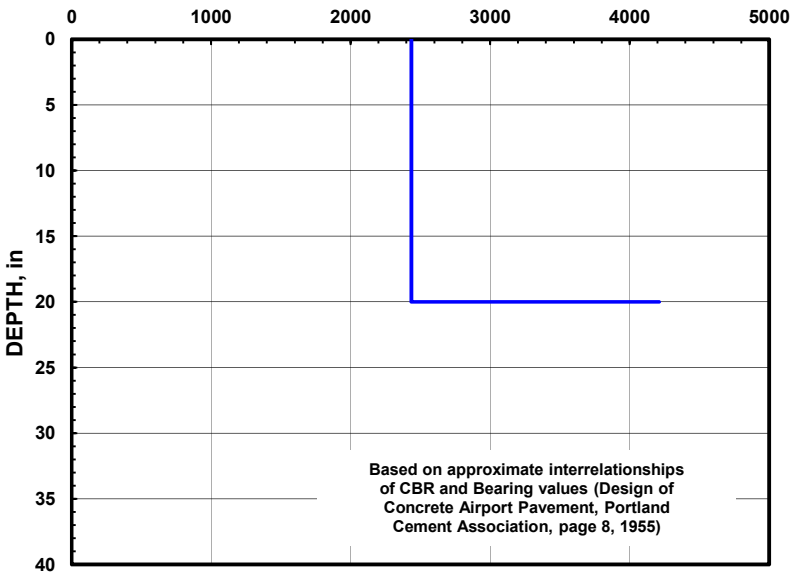
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
52	508	2





KDCP TEST DATA

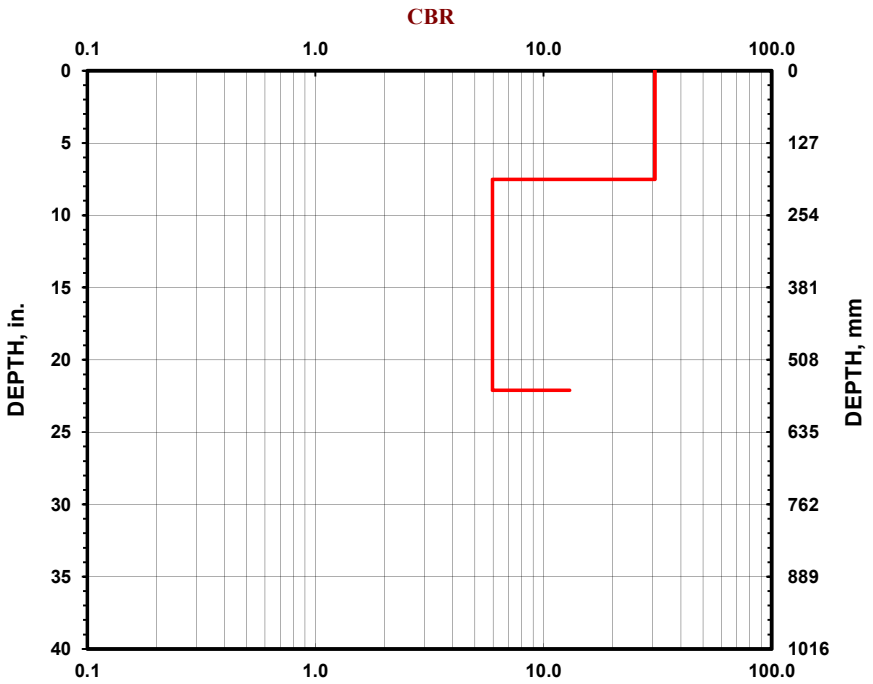
File Name: Kessler C-10

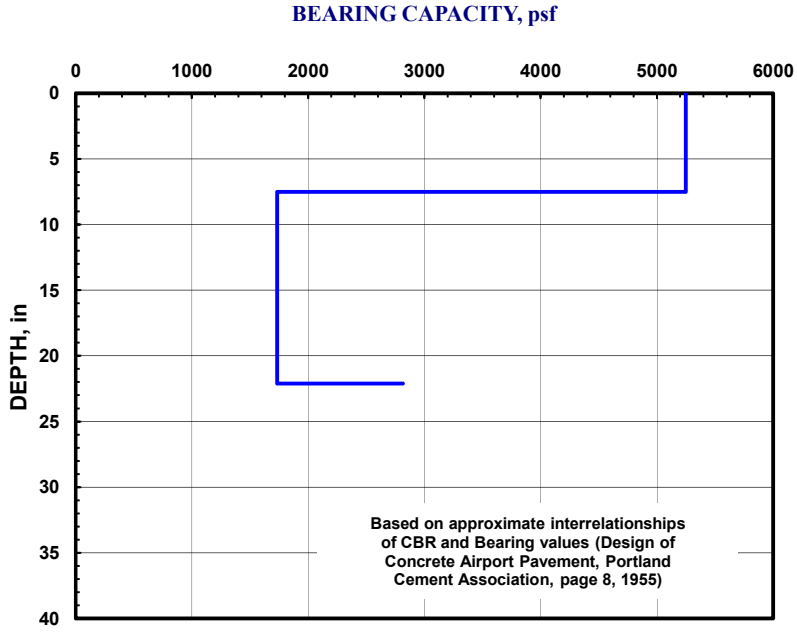
Project: *Holbrooks Road Site*
Location: Huntersville, NC
Date: 16-Aug-25
Soil Type(s): Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
51	190.5	2
23	561.34	2





KDCP TEST DATA

File Name: Kessler C-11

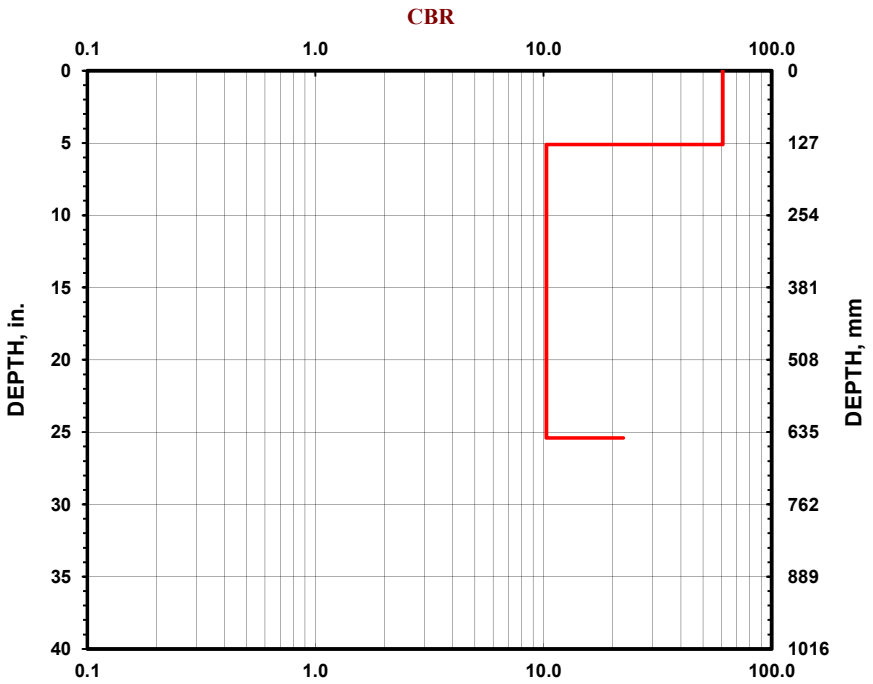
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

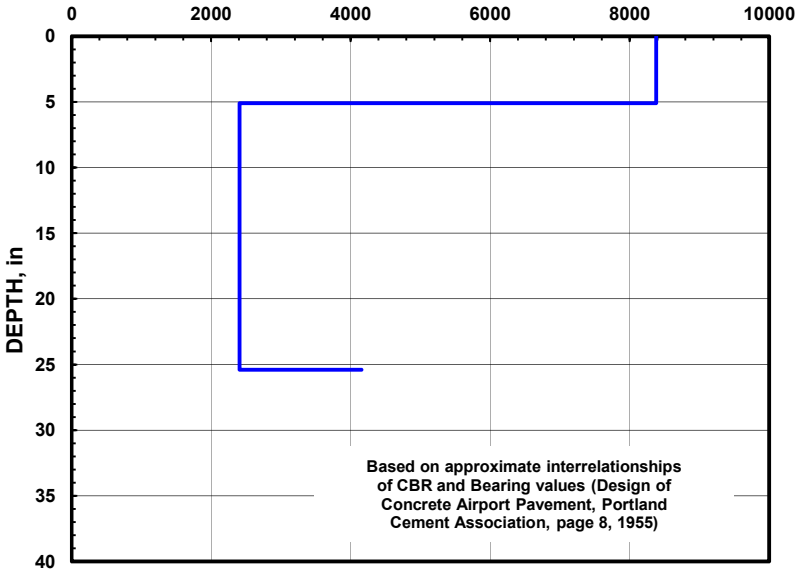
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
64	129.5	2
52	645.16	2





KDCP TEST DATA

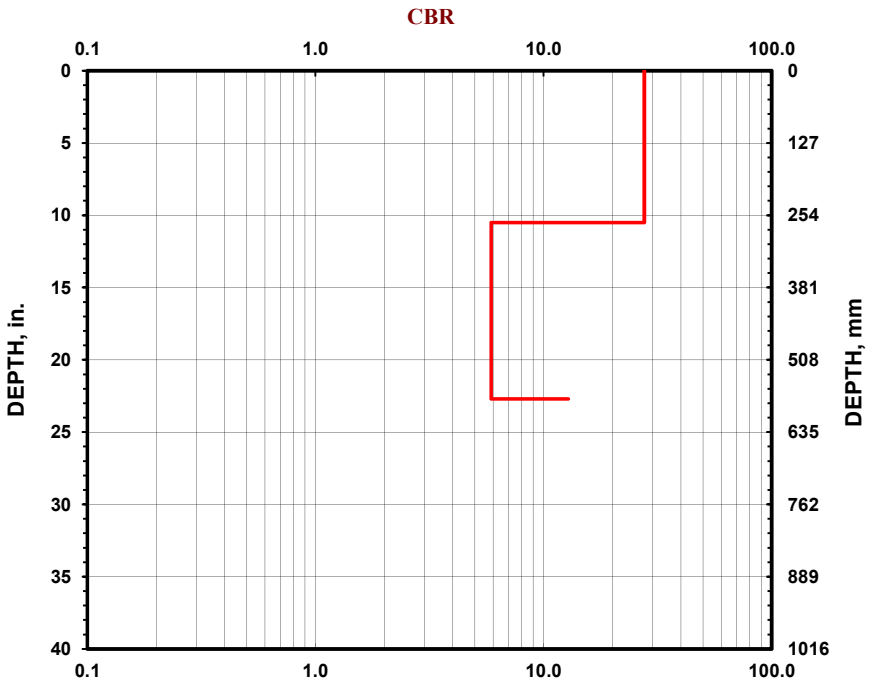
File Name: Kessler C-12

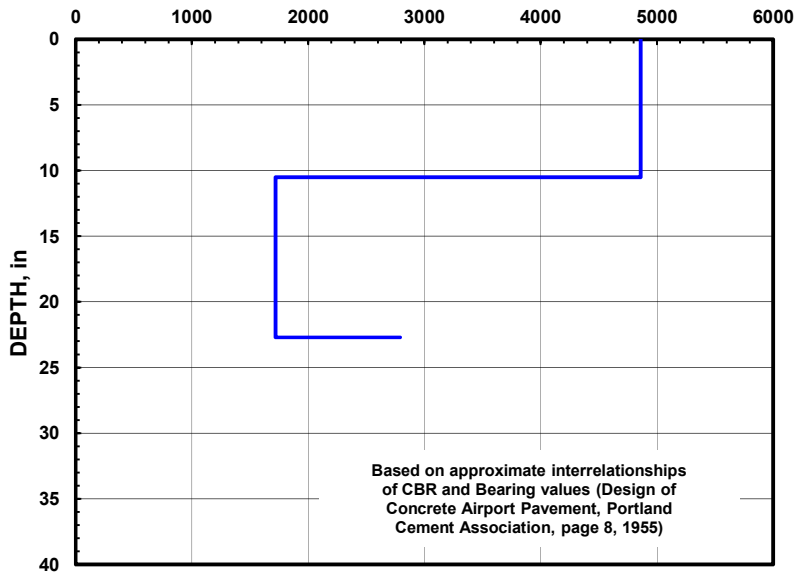
Project: *Holbrooks Road Site*
Location: Huntersville, NC
Date: 16-Aug-25
Soil Type(s): Clayey Sand (SC)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
65	266.7	2
19	576.58	2





KDCP TEST DATA

File Name: Kessler C-13

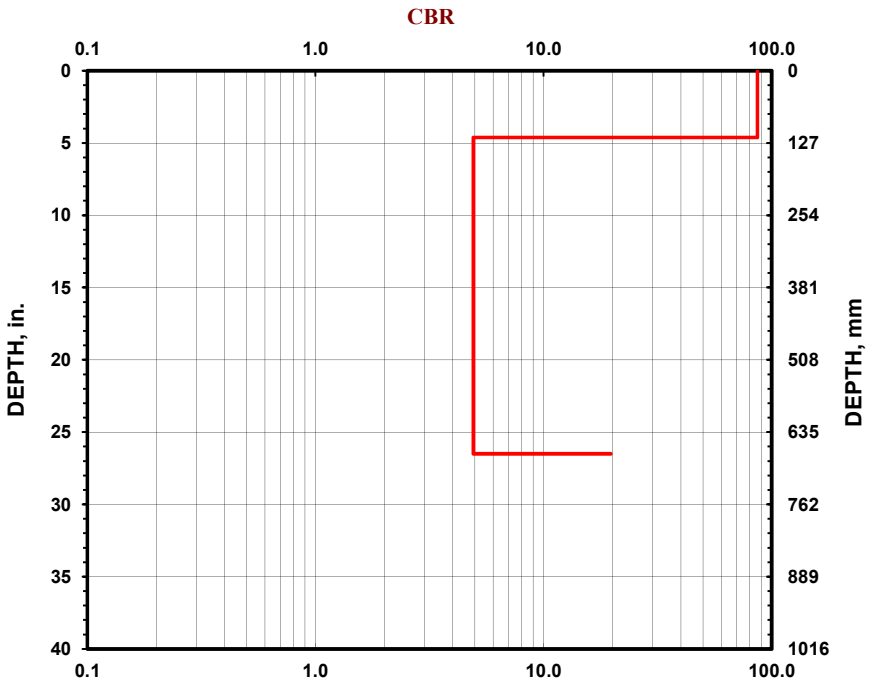
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

Location: Huntersville, NC **Soil Type(s):** Lean Clay (CL)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
37	116.84	2
42	673.1	2



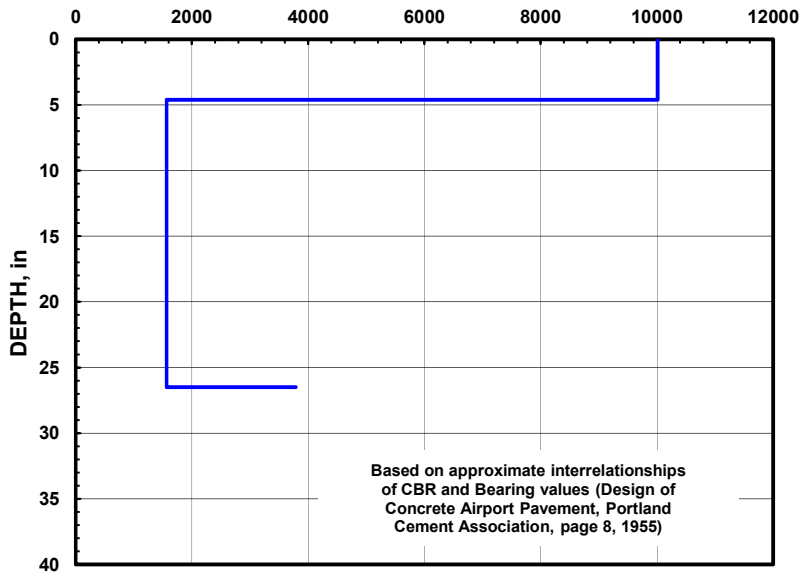




Photo 1: Core from C-1



Photo2: Core from C-3

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG

1



Photo 3: Core from C-4



Photo 4: Core from C-5

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG
2



Photo 5: Core from C-6



Photo 6: Core from C-7

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

East Lake (Tuckalake) Dam
Armstrong Glen, P.C.
Charlotte, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG
3



Photo 7: Core from C-8



Photo 8: Core from C-9

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG

4



Photo 9: Core from C-10



Photo 10: Core from C-11

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG
5



Photo 11: Core from C-12



Photo 12: Core from C-13

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG
6



Photo 13: Core from C-14

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG
7

From: Max Buchanan
Sent: Wednesday, December 2, 2009 1:58 PM
To: Bradley Priest; Bill Coxe
Subject: Fw: NCDOT Meeting - Holbrooks Road

Max L. Buchanan, PE
Town Engineer
Public Works Director
Town of Huntersville, NC
704-875-7007
mbuchanan@huntersville.org

----- Original Message -----
From: Mitchell, Louis L <lmitchell@ncdot.gov>
To: Canipe, Brett D <bcanipe@ncdot.gov>; jmueller@griffinbrothers.com <jmueller@griffinbrothers.com>
Cc: Max Buchanan
Sent: Wed Dec 02 09:15:41 2009
Subject: RE: NCDOT Meeting - Holbrooks Road

Mr. Mueller

We have analyzed Holbrooks Rd. and have surveyed the Traffic and proposed future for this facility. In view of our findings, it is my recommendation that this facility have the proper pavement failures repaired/ patched followed by a 1.5 inch overlay. Holbrooks Rd. does not possess the pavement structure to accommodate the truck traffic it has experienced and will be subject to with the continued use your Company is planning. The facility has started to show signs of the stresses placed upon it, which will require abatement. If this facility is not repaired will have no choice, but to place a weight restriction to prevent further damages and deterioration. We trust that you understand our position. If you have any additional questions, please advise.

Louis L. Mitchell
District Engineer-Mecklenburg

NCDOT

From: Canipe, Brett D
Sent: Tuesday, December 01, 2009 4:32 PM
To: Mitchell, Louis L
Subject: FW: NCDOT Meeting - Holbrooks Road

Louis,

I have yet to respond to Mr. Mueller. Can you provide confirmation to him on your decision.

thanks,

Brett

From: Justin Mueller [mailto:jmueller@griffinbrothers.com]
Sent: Tuesday, December 01, 2009 11:25 AM
To: Canipe, Brett D
Cc: Mike Griffin
Subject: NCDOT Meeting - Holbrooks Road

Brett,

Just checking in to see if you had heard any word from Louis Mitchell in regards to meeting about Holbrooks Road? I know this is a sensitive time in his life and we don't want to force him into work, but as stated previously this meeting is imperative to the continued operation of the North Mecklenburg C&D Reclamation Facility.

With the December 7th date with the Town Board of Huntersville fast approaching, Huntersville has sent us a message every day to ensure we are doing all we can to get this meeting finalized. Due to the nature of these conversations, we are under the impression that if we do not meet with Louis Mitchell & NCDOT the Town Board Meeting will not occur as scheduled and this would hinder our ability to continue operating as a C&D Reclamation Facility & Landfill due to the tight time line of the permitting process with the North Carolina Department of Environment and Natural Resources (NCDENR).

We appreciate your help in this matter and hope you had a great Thanksgiving Holiday.

Best Regards,

Mike Griffin
Justin Mueller

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From: Bradley Priest
Sent: Friday, October 15, 2021 9:55 AM
To: Jack Simoneau; Rusty.Rozzelle@mecklenburgcountync.gov
Cc: Lauren Speight
Subject: FW: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

FYI, on Greenway Waste, Holbrook Road issue.

Bradley D. Priest, AICP
Principal Planner
Town of Huntersville
Planning Department
704-766-2214
105 Gilead Road – 3rd Floor
Huntersville, NC 28070
www.huntersville.org

From: Taylor, Wendy A <wataylor1@ncdot.gov>
Sent: Friday, October 15, 2021 8:56 AM
To: Kevin Fox <kfox@huntersville.org>; Bradley Priest <bpriest@huntersville.org>; Stephen Trott <strott@huntersville.org>
Cc: Cecil Talbot <ctalbot@huntersville.org>; Malik, Hassan A <hamalik@ncdot.gov>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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Hi Brad,
The 2017 report from F&R was sent to our Pavement Management Unit. Below is what they sent back to me based on their review.

Based on the DCP and traffic data given, a pavement depth of 10 in. would be needed to support the existing truck volume. The pavement evaluation report by F&R shows 12 cores taken (table on page 3). Eight of the 12 cores were less than 10 in. at depth. Also, the report states that the majority of the surface area contains significant alligator and block cracking (page 2 paragraph 1). Looking at Google maps, in 2012, the pavement's surface exhibited severe cracking. In 2015, it shows a recently placed overlay. IN 2017, according to F&R's report, the surface is showing signs of severe cracking again. This leads me to believe that there hasn't been sufficient depth to support the truck loadings in the past. I would suggest repairing (full depth) the cracked areas then overlay the entire roadway with a minimum of 2 in. – 3 in. of surface.

I had Aric go out and inspect the roadway and he said in the curves, the shoulders are low likely due to the truck traffic. There were areas that are cracking, but we can't say it's all due to the truck traffic to the landfill. There has been additional truck traffic on Holbrooks due to the construction on the subdivisions off of Holbrooks and New Haven. Let us know if there are any questions.

Also, as we discussed about the storm piping of the stream that they are proposing. I had an issue with a construction landfill in Charlotte that had a clogged storm drain pipe. It was buried about 50' deep and almost inaccessible. Every time we had a hard rain, our road flooded and the upstream property owner's dry detention pond flooded. It took us about 3 years to finally get him to get it unclogged because he couldn't find a contractor that could do the work. The location of the clog made it very difficult to remove. I certainly understand the county's hesitancy on allowing storm pipe under the landfill. NCDOT would also not support this if the potential clogging of this pipe could potentially flood Holbrooks or the future Verhoeff Dr.
Thanks,

Wendy Taylor, PE
District Engineer
North Carolina Department of Transportation
Division 10 District 2

980 523 0000 office
wataylor1@ncdot.gov

7605 District Drive
Charlotte, NC 28213

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Facebook Twitter YouTube

From: Kevin Fox <kfox@huntersville.org>
Sent: Friday, September 17, 2021 3:23 PM
To: Bradley Priest <bpriest@huntersville.org>; Taylor, Wendy A <wataylor1@ncdot.gov>; TROTT, STEPHEN <strott@huntersville.org>
Cc: Cecil Talbot <ctalbot@huntersville.org>; Malik, Hassan A <hamalik@ncdot.gov>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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Of course, I will ultimately defer to NCDOT on pavement condition, but I did a brief windshield inspection of Holbrook Road. The pavement seems to be holding up reasonably well, only showing moderate signs of alligator cracking along portions of the roadway. This is more evident on the eastbound travel lane and seemingly more prevalent on the 115 end of the road. This makes sense as this is the direction of travel when trucks are loaded going to the landfill.

Based on my findings, I would think we would be hard-pressed to require any significant maintenance from Greenway as a condition of their renewal…again…deferring to NCDOT for the final call.

Thanks,

M. Kevin Fox, PE
Director of Public Works
Town of Huntersville, NC
Phone: 704.766.2220
kfox@huntersville.org
www.huntersville.org

From: Bradley Priest <bpriest@huntersville.org>
Sent: Friday, September 10, 2021 11:04 AM
To: Taylor, Wendy A <wataylor1@ncdot.gov>; Stephen Trott <strott@huntersville.org>; Kevin Fox <kfox@huntersville.org>
Cc: Cecil Talbot <ctalbot@huntersville.org>; Malik, Hassan A <hamalik@ncdot.gov>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

Hey Wendy,
Thank you for getting back to me on this. Ultimately the Town has the ability in the zoning ordinance to require landfills to only have access on thoroughfares or industrial streets that are designed for truck traffic (Article 9.23.4 A). However Greenway Waste has been given special permission to operate on Holbrooks Road which is not designed for commercial traffic.

Back in 2016 the Town Board through a conditional rezoning, gave them permission to operate on Holbrooks until 2034 while “keeping an eye” on the integrity of the pavement system essentially. If the continuing truck traffic is currently deteriorating or will further deteriorate Holbrooks, the Huntersville Town Board has the ability to require upkeep. Greenway Waste is coming in now for an updated rezoning to extend the life of the landfill. The question then becomes, how is Holbrooks Road coming along? Is it deteriorating? Does it need to be repaved, repaired, etc? If so, that is something our Town Board will want to know as part of this rezoning consideration.

NCDOT may not have the ability to require any additional improvements, but the Town Board does. Therefore they've asked the Town Public Works Staff and NCDOT to advise on the condition of Holbrooks Road. Hopefully that helps explain where we currently are with this project. If we could tag team on assessment it'd be greatly appreciated. Thanks.

Bradley D. Priest, AICP
Principal Planner
Town of Huntersville
Planning Department
704-766-2214
105 Gilead Road – 3rd Floor
Huntersville, NC 28070
www.huntersville.org

From: Taylor, Wendy A <wataylor1@ncdot.gov>
Sent: Friday, September 10, 2021 10:48 AM
To: Bradley Priest <bpriest@huntersville.org>; Stephen Trott <strott@huntersville.org>; Kevin Fox <kfox@huntersville.org>
Cc: Cecil Talbot <ctalbot@huntersville.org>; Malik, Hassan A <hamalik@ncdot.gov>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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Hi Brad,
The last expansion the landfill did, I required them to do some widening on Holbrook to keep the trucks from running off the road. They submitted plans for the work, however, we could not approve them because there was no R/W on Holbrook on the Park property. They have negotiated an easement from Mecklenburg County Park and Rec and I'm working with their attorney on getting that easement recorded. Once it's recorded, we can issue their permit to construct their widening on Holbrook. Outside of this widening, I don't think there is much else NCDOT can require from them. Let me know if you have any questions.
Thanks,

Wendy Taylor, PE
District Engineer
North Carolina Department of Transportation
Division 10 District 2

980 523 0000 office

wataylor1@ncdot.gov

7605 District Drive
Charlotte, NC 28213

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Facebook Twitter YouTube

From: Bradley Priest <bpriest@huntersville.org>
Sent: Wednesday, September 8, 2021 3:47 PM
To: TROTT, STEPHEN <strott@huntersville.org>; Kevin Fox <kfox@huntersville.org>; Taylor, Wendy A <wataylor1@ncdot.gov>
Cc: Cecil Talbot <ctalbot@huntersville.org>
Subject: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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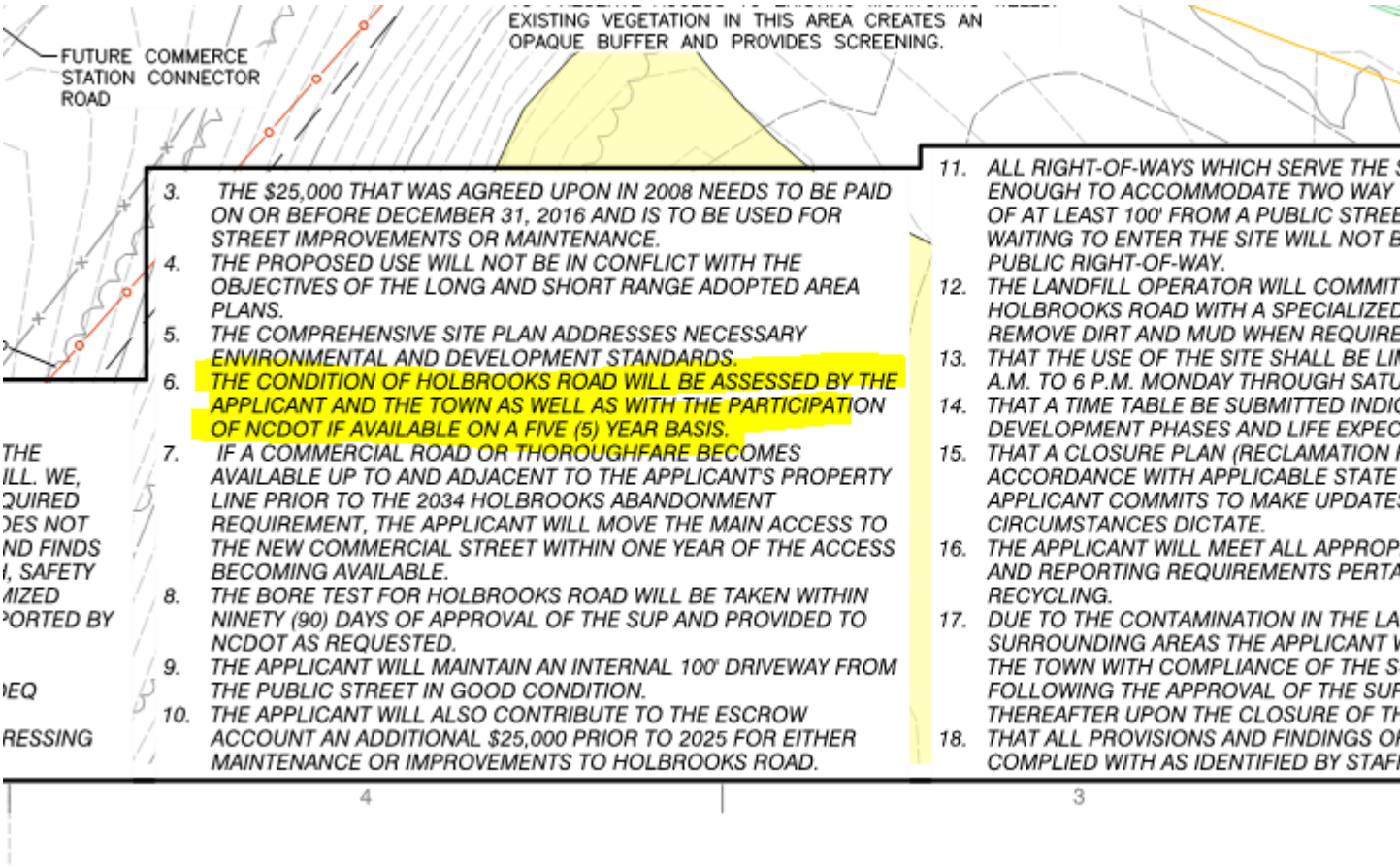
Good afternoon all,
Back in 2016 the Huntersville Town Board approved a rezoning plan and Special Use Permit for Greenway Waste Landfill on Holbrooks Road. One of the conditions was highlighted below. Every five years the Town, with participation with NCDOT if available would assess the condition of Holbrooks Road. It is now time for an updated assessment. Greenway Waste has been running trucks/commercial vehicles on Holbrooks for decades and in the past the deterioration of the road was apparent. However NCDOT paved Holbrooks back in 2016 as well which improved the situation. I believe the condition of the plan was the Town Board's effort to monitor the situation and keep open communication with the applicant. As part of the 2016 rezoning Greenway Waste is required to stop using Holbrooks by 2034.

What is the preferred method of revisiting this issue and making an updated assessment? Can we do a visual inspection or do we need core samples again? Greenway Waste is again looking to rezone their property this year and an

application has been submitted. They are applying to fill the stream running through their property and significantly increase the life expectancy of the landfill. Through this rezoning process it will be very important to have an understanding of where we are with the condition of Holbrooks. Let me know if I can assist in the process or further the discussion. Thank you.



Bradley D. Priest, AICP
Principal Planner
Town of Huntersville
Planning Department
704-766-2214
105 Gilead Road – 3rd Floor
Huntersville, NC 28070
www.huntersville.org

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From: Gardner, Zachary L <zlgardner@ncdot.gov>
Sent: Thursday, October 9, 2025 10:52 AM
To: Bradley Priest
Cc: Stephen Trott; Kevin Fox; Brian Richards; Inchina, Olga; Hager, Elijah B; Carter, Frederick L; Clayton Heath; Moyer, Jacob D; Mahjoub, Michael P
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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Hey,

Our maintenance unit did review the road, and made the following recommendations. I've copied in Michael Mahjoub who helped review this from the CME office.

- 1.5" overlay from landfill driveway on Holbrook Rd to Old Statesville Rd
- Variable millings at curb & gutter sections
- Keyed tie ins at driveways/street connections
- Re-stripe of pavement markings
- Adjust shoulder tie ins to proposed grade
- On-site tire wash system to eliminate debris entering roadway
    - The dirt brought onto the roadway contributes to the high shoulders and in effects causes drainage issues

Thanks,
Zach Gardner, PE
District Engineer
Division 10 – District 2
North Carolina Department of Transportation

980-523-0000 office
zlgardner@ncdot.gov

7605 District Drive
Charlotte, NC 28213

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From: Bradley Priest <bpriest@huntersville.org>
Sent: Wednesday, October 8, 2025 4:21 PM
To: Gardner, Zachary L <zlgardner@ncdot.gov>

Cc: TROTT, STEPHEN <strott@huntersville.org>; Fox, Kevin <kfox@huntersville.org>; Brian Richards <brichards@huntersville.org>; Inchina, Olga <oinchina@ncdot.gov>; Hager, Elijah B <ebhager1@ncdot.gov>; Carter, Frederick L <flcarter@ncdot.gov>; Heath, Clay L <cheath@huntersville.org>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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Hey Zach,
Good afternoon. I wanted to briefly follow up on our recent meeting regarding the conditions of Holbrooks Road. You had mentioned reaching out to your maintenance division for their feedback and recommendations on any potential maintenance needs or observations.

As a reminder, the Town Board's meeting and decision on the landfill's permit is scheduled for **October 21**. Feedback from NCDOT on/by that date is greatly appreciated, but receiving it this week or as early as possible would be especially helpful since our staff report for the meeting is set to be finalized on Monday. Providing both the applicant and the Town Board with any recommendations in advance will allow sufficient time for review and consideration prior to the meeting. Thank you again for your assistance.

Bradley D. Priest, AICP
Planning Department
Assistant Planning Director

704-766-2211
bpriest@huntersville.org
Thrive Here

From: Bradley Priest
Sent: Wednesday, September 10, 2025 3:20 PM
To: Gardner, Zachary L <zlgardner@ncdot.gov>
Cc: Stephen Trott <strott@huntersville.org>; Kevin Fox <kfox@huntersville.org>; Brian Richards <brichards@huntersville.org>; Inchina, Olga <oinchina@ncdot.gov>; Hager, Elijah B <ebhager1@ncdot.gov>; Carter, Frederick L <flcarter@ncdot.gov>; Clayton Heath

<cheath@huntersville.org>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

All,
Please find the core sample report attached. I'd greatly appreciate a meeting in the next week or two to go over the preliminary/first glance findings and any recommendations we'd have for the road. I'll reach out with some times perhaps later this week. Thank you!

Bradley D. Priest, AICP
Planning Department
Assistant Planning Director

704-766-2211
bpriest@huntersville.org
Thrive Here

From: Bradley Priest <bpriest@huntersville.org>
Sent: Thursday, September 4, 2025 7:55 AM
To: Gardner, Zachary L <zlgardner@ncdot.gov>
Cc: Stephen Trott <strott@huntersville.org>; Kevin Fox <kfox@huntersville.org>; Brian Richards <brichards@huntersville.org>; Inchina, Olga <oinchina@ncdot.gov>; Hager, Elijah B <ebhager1@ncdot.gov>; Carter, Frederick L <flcarter@ncdot.gov>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

Hey Zach,
Good morning. Yes, that's essentially the ask. The applicants supposedly have provided core samples to the Town, so I'm trying to track them down.

Bradley D. Priest, AICP
Planning Department
Assistant Planning Director

704-766-2211
bpriest@huntersville.org
Thrive Here

From: Gardner, Zachary L <zlgardner@ncdot.gov>
Sent: Wednesday, September 3, 2025 4:50 PM
To: Bradley Priest <bpriest@huntersville.org>
Cc: Stephen Trott <strott@huntersville.org>; Kevin Fox <kfox@huntersville.org>; Brian Richards <brichards@huntersville.org>; Inchina, Olga <oinchina@ncdot.gov>; Hager, Elijah B <ebhager1@ncdot.gov>; Carter, Frederick L <flcarter@ncdot.gov>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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Hey,

Thanks for reaching out! Was an updated pavement report provided?

To clarify, you're looking for someone from NCDOT to help review this road and potentially make recommendations for pavement repairs?

Thanks,
Zach Gardner, PE
District Engineer
Division 10 – District 2
North Carolina Department of Transportation

980-523-0000 office
zlgardner@ncdot.gov

7605 District Drive
Charlotte, NC 28213

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From: Bradley Priest <bpriest@huntersville.org>
Sent: Wednesday, September 3, 2025 1:32 PM
To: Gardner, Zachary L <zlgardner@ncdot.gov>
Cc: TROTT, STEPHEN <strott@huntersville.org>; Fox, Kevin <kfox@huntersville.org>; Brian Richards <brichards@huntersville.org>
Subject: FW: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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Hey Zac,
Good afternoon. Please see below. We'd greatly appreciate NCDOT's assistance in reviewing the integrity of Holbrooks Road in Huntersville. We're currently reviewing the landfill's (North Meck Landfill – Greenway Waste) request for an operational extension and would like to understand what the needs of the road currently are.

If the street is currently substandard, at least in part due to the heavy truck traffic use, we'd like to understand that so we can negotiate with the landfill on participating in the maintenance. Would you be available for a meeting in the next week or so to discuss? Thank you.

Bradley D. Priest, AICP
Planning Department
Assistant Planning Director

704-766-2211
bpriest@huntersville.org
Thrive Here

From: Stephen Trott <strott@huntersville.org>
Sent: Wednesday, September 3, 2025 9:17 AM
To: Bradley Priest <bpriest@huntersville.org>
Cc: Clayton Heath <cheath@huntersville.org>; Brian Richards <brichards@huntersville.org>; Kevin Fox <kfox@huntersville.org>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

Brad,

I would recommend reaching out to Zach Gardner (zlgardner@ncdot.gov).

Stephen Trott, PE
Engineering
Director

704-766-2017
strott@huntersville.org
Thrive Here

From: Bradley Priest <bpriest@huntersville.org>
Sent: Tuesday, September 2, 2025 1:58 PM
To: Stephen Trott <strott@huntersville.org>; Kevin Fox <kfox@huntersville.org>
Cc: Clayton Heath <cheath@huntersville.org>; Brian Richards <brichards@huntersville.org>
Subject: FW: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

Hey Kevin/Stephen,
Going back through my emails, this is the last I could find on the discussion on Holbrooks Road. It looks like Kevin indicated back in 2021 it was generally ok, with Wendy stating that the pavement depth was seemed insufficient.

Through this rezoning that is going through right now for the landfill, this will need to be discussed again. I'll schedule a meeting so we can discuss. Core samples according to the applicant have been delivered to us for review. Who with NCDOT should I reach out to, to re-visit this issue? Thanks.

Bradley D. Priest, AICP
Planning Department
Assistant Planning Director

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From: Bradley Priest
Sent: Friday, October 15, 2021 9:55 AM
To: Jack Simoneau <jsimoneau@huntersville.org>; Rusty.Rozzelle@mecklenburgcountync.gov
Cc: Lauren Speight <lspeight@huntersville.org>
Subject: FW: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

FYI, on Greenway Waste, Holbrook Road issue.

Bradley D. Priest, AICP
Principal Planner
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704-766-2214
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Huntersville, NC 28070
www.huntersville.org

From: Taylor, Wendy A <wataylor1@ncdot.gov>
Sent: Friday, October 15, 2021 8:56 AM
To: Kevin Fox <kfox@huntersville.org>; Bradley Priest <bpriest@huntersville.org>; Stephen Trott <strott@huntersville.org>
Cc: Cecil Talbot <ctalbot@huntersville.org>; Malik, Hassan A <hamalik@ncdot.gov>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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Hi Brad,
The 2017 report from F&R was sent to our Pavement Management Unit. Below is what they sent back to me based on their review.

Based on the DCP and traffic data given, a pavement depth of 10 in. would be needed to support the existing truck volume. The pavement evaluation report by F&R shows 12 cores taken (table on page 3). Eight of the 12 cores were less than 10 in. at depth. Also, the report states that the majority of the surface area contains significant alligator and block cracking (page 2 paragraph 1). Looking at Google maps, in 2012, the pavement's surface exhibited severe cracking. In 2015, it shows a recently placed overlay. IN 2017, according to F&R's report, the surface is showing signs of severe cracking again. This leads me to believe that there hasn't been sufficient depth to support the truck loadings in the past. I would suggest repairing (full depth) the cracked areas then overlay the entire roadway with a minimum of 2 in. – 3 in. of surface.

I had Aric go out and inspect the roadway and he said in the curves, the shoulders are low likely due to the truck traffic. There were areas that are cracking, but we can't say it's all due to the truck traffic to the landfill. There has been additional truck traffic on Holbrooks due to the construction on the subdivisions off of Holbrooks and New Haven. Let us know if there are any questions.

Also, as we discussed about the storm piping of the stream that they are proposing. I had an issue with a construction landfill in Charlotte that had a clogged storm drain pipe. It was buried about 50' deep and almost inaccessible. Every time we had a hard rain, our road flooded and the upstream property owner's dry detention pond flooded. It took us about 3 years to finally get him to get it unclogged because he couldn't find a contractor that could do the work. The location of the clog made it very difficult to remove. I certainly understand the county's hesitancy on allowing storm pipe under the landfill. NCDOT would also not support this if the potential clogging of this pipe could potentially flood Holbrooks or the future Verhoeff Dr.
Thanks,

Wendy Taylor, PE
District Engineer
North Carolina Department of Transportation
Division 10 District 2

980 523 0000 office
wataylor1@ncdot.gov

7605 District Drive
Charlotte, NC 28213

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From: Kevin Fox <kfox@huntersville.org>
Sent: Friday, September 17, 2021 3:23 PM
To: Bradley Priest <bpriest@huntersville.org>; Taylor, Wendy A <wataylor1@ncdot.gov>; TROTT, STEPHEN <strott@huntersville.org>
Cc: Cecil Talbot <ctalbot@huntersville.org>; Malik, Hassan A <hamalik@ncdot.gov>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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Of course, I will ultimately defer to NCDOT on pavement condition, but I did a brief windshield inspection of Holbrook Road. The pavement seems to be holding up reasonably well, only showing moderate signs of alligator cracking along portions of the roadway. This is more evident on the eastbound travel lane and seemingly more prevalent on the 115 end of the road. This makes sense as this is the direction of travel when trucks are loaded going to the landfill.

Based on my findings, I would think we would be hard-pressed to require any significant maintenance from Greenway as a condition of their renewal…again…deferring to NCDOT for the final call.

Thanks,

M. Kevin Fox, PE
Director of Public Works
Town of Huntersville, NC
Phone: 704.766.2220
kfox@huntersville.org
www.huntersville.org

From: Bradley Priest <bpriest@huntersville.org>
Sent: Friday, September 10, 2021 11:04 AM
To: Taylor, Wendy A <wataylor1@ncdot.gov>; Stephen Trott <strott@huntersville.org>; Kevin Fox <kfox@huntersville.org>
Cc: Cecil Talbot <ctalbot@huntersville.org>; Malik, Hassan A <hamalik@ncdot.gov>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

Hey Wendy,
Thank you for getting back to me on this. Ultimately the Town has the ability in the zoning ordinance to require landfills to only have access on thoroughfares or industrial streets that are designed for truck traffic (Article 9.23.4 A). However Greenway Waste has been given special permission to operate on Holbrooks Road which is not designed for commercial traffic.

Back in 2016 the Town Board through a conditional rezoning, gave them permission to operate on Holbrooks until 2034 while "keeping an eye" on the integrity of the pavement system essentially. If the continuing truck traffic is currently deteriorating or will further deteriorate Holbrooks, the Huntersville Town Board has the ability to require upkeep. Greenway Waste is coming in now for an updated rezoning to extend the life of the landfill. The question then becomes, how is Holbrooks Road coming along? Is it deteriorating? Does it need to be repaved, repaired, etc? If so, that is something our Town Board will want to know as part of this rezoning consideration.

NCDOT may not have the ability to require any additional improvements, but the Town Board does. Therefore they've asked the Town Public Works Staff and NCDOT to advise on the condition of Holbrooks Road. Hopefully that helps

explain where we currently are with this project. If we could tag team on assessment it'd be greatly appreciated. Thanks.

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From: Taylor, Wendy A <wataylor1@ncdot.gov>
Sent: Friday, September 10, 2021 10:48 AM
To: Bradley Priest <bpriest@huntersville.org>; Stephen Trott <strott@huntersville.org>; Kevin Fox <kfox@huntersville.org>
Cc: Cecil Talbot <ctalbot@huntersville.org>; Malik, Hassan A <hamalik@ncdot.gov>
Subject: RE: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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Hi Brad,
The last expansion the landfill did, I required them to do some widening on Holbrook to keep the trucks from running off the road. They submitted plans for the work, however, we could not approve them because there was no R/W on Holbrook on the Park property. They have negotiated an easement from Mecklenburg County Park and Rec and I'm working with their attorney on getting that easement recorded. Once it's recorded, we can issue their permit to construct their widening on Holbrook. Outside of this widening, I don't think there is much else NCDOT can require from them. Let me know if you have any questions.
Thanks,

Wendy Taylor, PE
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Division 10 District 2

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From: Bradley Priest <bpriest@huntersville.org>
Sent: Wednesday, September 8, 2021 3:47 PM
To: TROTT, STEPHEN <strott@huntersville.org>; Kevin Fox <kfox@huntersville.org>; Taylor, Wendy A <wataylor1@ncdot.gov>
Cc: Cecil Talbot <ctalbot@huntersville.org>
Subject: [External] Holbrook Road Condition - Greenway Waste Landfill Rezoning

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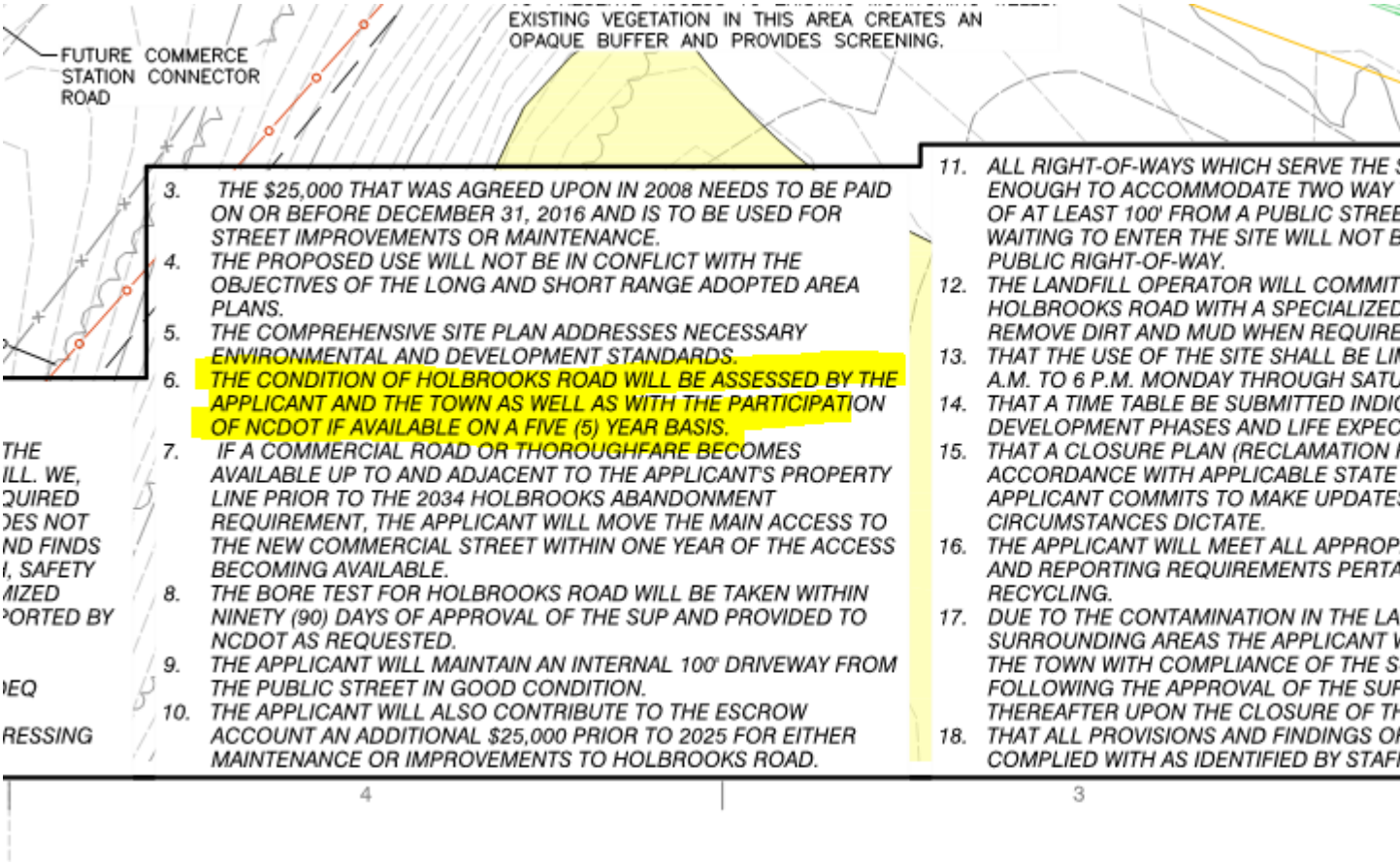
Good afternoon all,
Back in 2016 the Huntersville Town Board approved a rezoning plan and Special Use Permit for Greenway Waste Landfill on Holbrooks Road. One of the conditions was highlighted below. Every five years the Town, with participation with NCDOT if available would assess the condition of Holbrooks Road. It is now time for an updated assessment. Greenway Waste has been running trucks/commercial vehicles on Holbrooks for decades and in the past the deterioration of the road was apparent. However NCDOT paved Holbrooks back in 2016 as well which improved the situation. I believe the condition of the plan was the Town Board's effort to monitor the situation and keep open communication with the applicant. As part of the 2016 rezoning Greenway Waste is required to stop using Holbrooks by 2034.

What is the preferred method of revisiting this issue and making an updated assessment? Can we do a visual inspection or do we need core samples again? Greenway Waste is again looking to rezone their property this year and an application has been submitted. They are applying to fill the stream running through their property and significantly increase the life expectancy of the landfill. Through this rezoning process it will be very important to have an understanding

of where we are with the condition of Holbrooks. Let me know if I can assist in the process or further the discussion. Thank you.



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Request for Board Action

October 21, 2025

To: Board Members

From: Brad Priest, Assistant Planning Director

Date: October 21, 2025

Subject: Petition #R25-09: Greenway Waste Expansion

EXPLAIN REQUEST:

A Rezoning Petition has been submitted by Greenway Waste Solutions at North Meck to rezone +/- 220.9 acres near 15300 Holbrooks Road (PIN 01910102, 01930106, 01910116, 01910113, 01910119, 01910101, 01910107, 01910109, 01934118) from NR, TR, CB, and SP-CD to SP-CD to expand the North Meck Landfill.

ACTION RECOMMENDED:

Take final action on R25-09 on October 21, 2025.

FINANCIAL IMPLICATIONS:

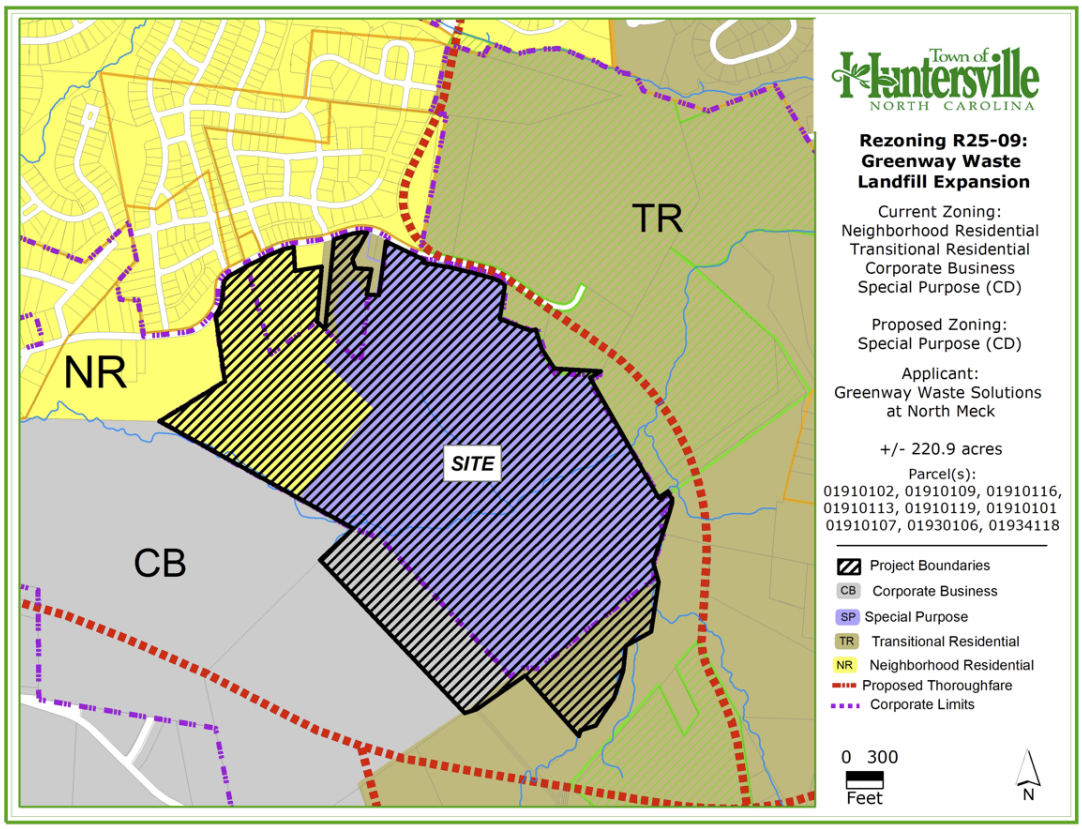
N/A

ATTACHMENTS:

1. R25-09 Greenway Waste - TB - 10 21 25
2. 324-055-North Meck Conditional Rezoning Plan
3. 63D-0055 (Griffin Bros - Holbrook Rd Coring) Coring.Report
4. Greenway Waste ENG_Public Hearing_2025 0822
5. Greenway Waste ENG_Planning Board_2025 0915
6. GWSMM_NeighborhoodMtg Summary 2025_0722_
7. TIA Determination 7-14-25
8. Conditional Rezoning General Application updated 8 18 25

Petition R25-09
Greenway Waste Landfill Expansion

PART 1: PROJECT SUMMARY



Applicant: Greenway Waste Solutions, LLC

Property Owner: Same

Property Address: 15416 Holbrooks Road

Project Size: (+/-) 220.9

Parcel Numbers: 01910102, 01910109, 01910116, 01910113, 01910119, 01910101, 01910107, 01930106, 01934118

Current Zoning:
Neighborhood Residential (NR)
Transitional Residential (TR)
Corporate Business (CB)
Special Purpose Conditional District (SP-CD)

Current Land Use:
Construction and Demolition Landfill, and Vacant Land

Proposed Zoning: Special Purpose Conditional District (SP-CD)

Proposed Land Use:
Re-routed stream and buffer, expanded Construction and Demolition Landfill

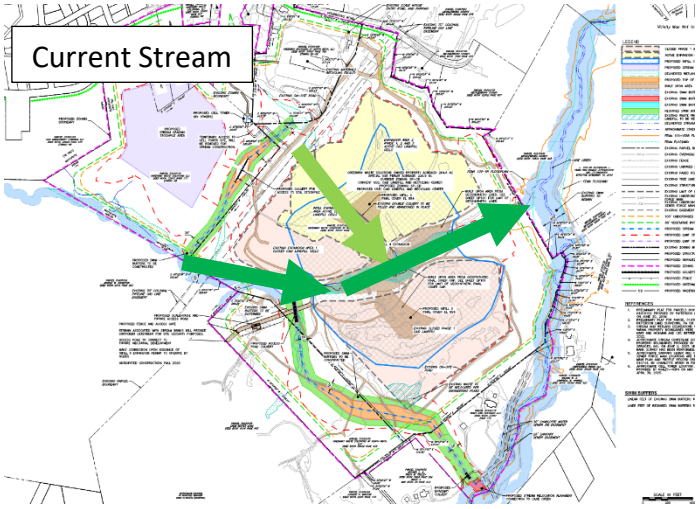
1. Purpose: A Rezoning Petition has been submitted by Greenway Waste Solutions at North Meck to rezone +/- 220.9 acres near 15300 Holbrooks Road (PIN 01910102, 01930106, 01910116, 01910113, 01910119, 01910101, 01910107, 01910109, 01934118) from NR, TR, CB, and SP-CD to SP-CD to expand the North Meck Landfill.
2. Adjoining Zoning and Land Uses

   North: *Transitional Residential (TR),* Park Land: David Waymer Regional Flying Park, Vacant Land
   South: *Corporate Business (CB),* Commerce Station Business Park, Vacant Land
   East: *Transitional Residential (TR),* Large Lot Single Family Residential, Vacant Land
   West: *Neighborhood Residential (NR),* Vacant Landfill Property, Single Family Residential

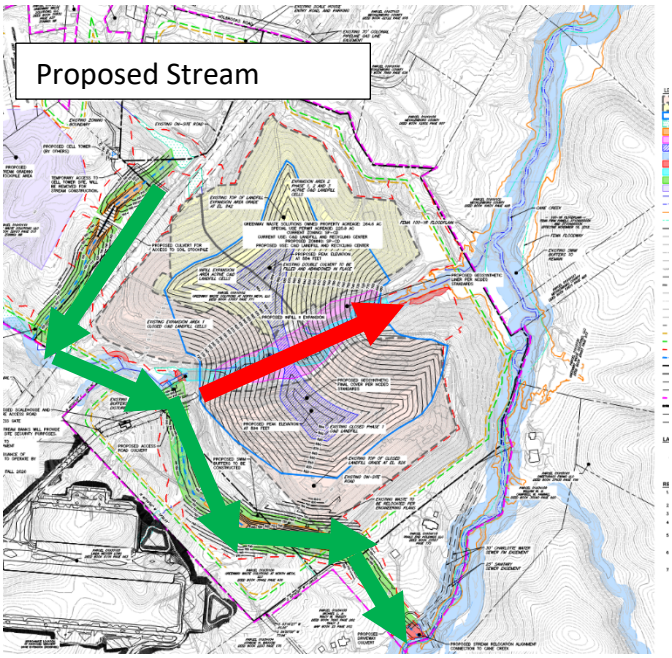
3. The Greenway Waste Solutions – North Meck Landfill is considered a Construction and Demolition (C&D) landfill in the Huntersville Zoning Ordinance and is regulated by Article 9.23 of the ordinance. It is also regulated by the State of North Carolina Department of Environmental Quality Division of Solid Waste (NCDEQ).
4. The landfill has been in operation on Holbrook Road since June 24, 1993. After the adoption of the Huntersville Zoning Ordinance in 1996, the landfill became and operated as a legal nonconforming use due to being located in a residential zoning district. As a legal nonconforming use, the landfill could continue its operation but could not expand unless that expansion was in complete conformance with the zoning ordinance.
5. On December 18, 2000 per the landfill's request, a text amendment to the zoning ordinance was approved by the Huntersville Town Board allowing one expansion of the facility not to last more than 5 years from the approval of the NCDEQ permit. In 2001 the landfill was permitted its first expansion per the new ordinance.
6. On September 19, 2005 per the landfill's request, a text amendment was approved by the Town Board modifying the number of expansions allowed for landfills from one to two, with the issuance of Special Use Permit (SUP). The time limit remained at 5 years for each expansion to operate.
7. On November 21, 2005 a Special Use Permit was approved allowing the landfill to have its second expansion for no more than 5 years.
8. On December 7, 2009 per the applicant's request, a text amendment was approved by the Huntersville Town Board which significantly modified the requirements of Article 9.23. Noteworthy changes included:
    a. Added flexibility to allow landfills to not have immediate access on a thoroughfare provided the Town Board finds that the access "would not likely cause any injurious effect on the property adjacent to the access".
    b. Allowed existing landfills to continue their operation indefinitely as long as the landfill had an unexpired Special Use Permit and did not expand its exterior boundaries.
    c. Deleted the landfill expansion section so that any expansion of a facility would need to fully conform to current ordinance standards.
9. On December 7, 2009 the Town Board approved the landfill's Special Use Permit (SUP) amendment application allowing them to fill in between the previous two expansions and removing its 5 year expiration date. This allowed the landfill to continue its operation as exists indefinitely as long as there was no expansion to its boundaries. The submitted lifespan of the landfill at that time was 25 years.
10. On November 7, 2016 the Town Board approved both a Conditional Rezoning and Special Use Permit application for the landfill's expansion. The expansion application initially included piping the stream that runs west-east through the property and filling construction debris in the "valley" between the existing fill areas. However, due to the variances required, and environmental concerns, the stream piping aspect of the application was withdrawn. However, approval was given to expand the landfill operations with a material recycling facility on the property (MRF).
11. The current application submitted revisits the effort to fill the area between the northern and southern fill areas where the stream currently exists. However rather than piping the stream, the application is to re-route the stream to the south of the property. Then, with the stream and buffers moved to the south, the landfill would be able to fill the area where the stream previously existed. (please see page 3 graphics below).
12. In order for the proposed expansion to be approved, a Special Use Permit by the Town Board is required. This permit application is tentatively scheduled to be heard before the Town Board on October 21st, 2025.
13. A neighborhood meeting was held on Monday August 4, 2025. The invitation list, invitation, attendance list, and summary of the meeting are included in the agenda packet for review. Several adjacent property owners attended the meeting to discuss the potential project and ask questions of the applicant. Concerns included storm water impacts to the adjacent property owners and potential deed restrictions on the adjacent sites.
14. Planning staff certifies that notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad was placed in the Charlotte Observer; and posting of a rezoning sign along Gilead Road in front of the property.

PART 2: REZONING/SITE PLAN

Site Plan Description



- Currently a tributary of Clarke Creek runs from west to east through the existing landfill in dark green. See graphic on this page. Also, a piped portion of stream runs underneath the current fill area (shown in light green) into the tributary going west to east.
- There are fill areas both to the north and south of the stream. The fill area to the south is closed and no longer used, shown in pink. The fill area to the north, shown in yellow is still actively used.
- The application for the rezoning and special use permit includes *two separate actions* that would facilitate the expansion of the landfill; the re-routing of the stream to the south, and the filling of the newly inactive stream bed with another landfill cell. See second graphic below. The old stream removed is shown in red. The new route of the stream is shown in dark green.



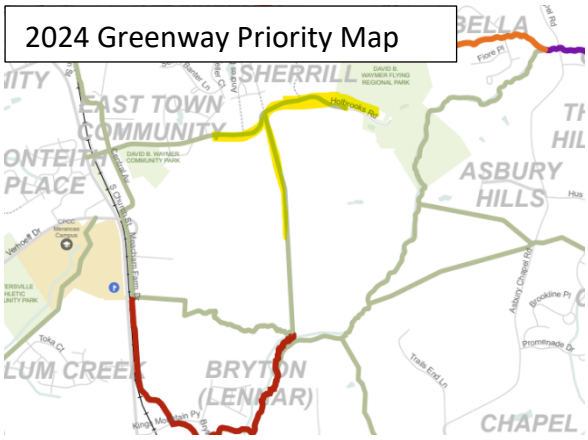
- Each action above requires its own technical permitting and review (in addition to rezoning and special use permit). The stream relocation requires:
  - NCDEQ 401 Permit – Stream Disturbance Mitigation (**approved**)
  - NCDEQ 404 Permit – Wetland Disturbance Mitigation (**approved**)
  - Floodplain Development Permit from Mecklenburg County,
    - Conditional Letter of Map Revision (CLOMR) – Hydrologic modeling for the stream relocation
    - Letter of Map Revision (LOMR) – Letter of Map Revision – Official Change of Stream Location and Buffers
  - Solid Waste Facility Permit from NCDEQ (not yet submitted)
  - Town of Huntersville Commercial Site Plan / Erosion Control Plan
- The new fill addition for the landfill after stream relocation would require:
  - NCDEQ Solid Waste Facility Permit
  - Commercial Site Plan / Erosion Control Plan
  - NCDOT Driveway Permit
- No new buildings are proposed to be built with the rezoning application.
- Adjacent properties to the west of the proposed landfill site are also proposed to be rezoned to SP-CD. The use shown for these properties currently includes only the stockpile area (dirt/soil storage) for the relocation of the stream. It is currently unknown what this property would be used for after the relocation of the stream.
- The access for the landfill remains on Holbrooks Road. However, a connection to the adjacent proposed Commerce Station Development is shown on the plan with an estimated construction time of Fall 2026.

Rezoning Issues:

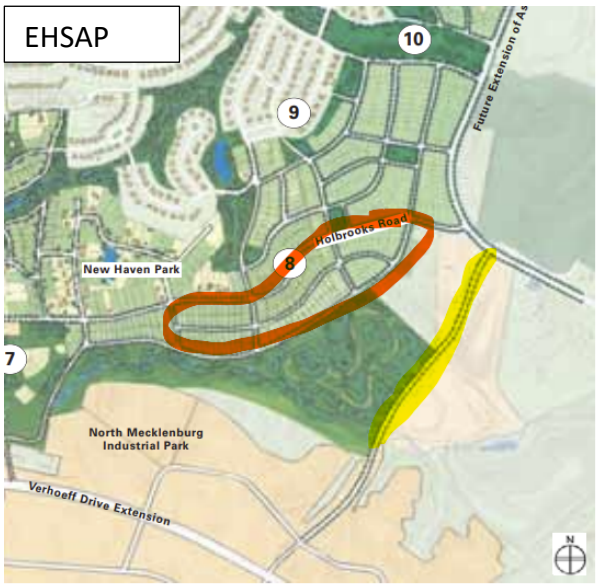
- Modifications:
  - *SWIM Buffers*: Article 8.25 requires that stream buffers remain undisturbed. The applicants propose relocating the stream to the south, which would involve disturbing the existing channel. Once final permits are secured and the stream is officially relocated by the County, landfill debris would occupy the former channel. At that point, the SWIM buffer requirements would no longer apply to the abandoned stream, as it would cease to function as a regulated waterway. Several of the modifications noted below follow a similar pattern: they are applicable under current conditions, but would be permissible once the stream relocation is completed.
    - STAFF COMMENT: Staff supports the re-location of the stream to the perimeter of the landfill operation. The current health of the stream is poor due to its proximity to the debris fill area. From a water quality perspective, the health of the stream would likely improve in its new location. With coordination with Mecklenburg County and North Carolina Department of Environmental Quality (NCDEQ), the consensus is with proper permitting, the relocation is recommended.
  - *SP Buffers*: Article 7.5 of the Zoning Ordinance requires an 80-foot buffer along all property lines not zoned CB or SP, and along street ROW. The proposed plan shows buffers disturbed and not planted in several areas.
    - STAFF COMMENT: The rezoning plan shows spatial areas with buffers, but it is not clear how the buffers will be provided. Some areas need plantings, some have existing landscaping, some are disturbed, and some have existing landscaping but need supplementation. Staff recommends a "buffer exhibit" to show clearly how all applicable perimeter areas that require buffer will be treated and how they will be planted.
    - UPDATE 10/13/25: An updated sheet has been submitted showing an exhibit of the proposed buffers (sheet SP-104). In two locations (Section #4 and #8), however, there is no landscaping proposed with very little existing vegetation. Staff recommends where existing disturbances remain, or where a full 80-foot buffer cannot be provided, at least some evergreen trees be added to provide opaque screening. Additionally, there is a location to the north near Holbrooks Road (Section #13) where the 80-foot buffer is being disturbed. Staff recommends this area be replanted to a fully opaque buffer after the relocation of the stream, as this location will likely be directly behind a residential use and zoning.
  - *C&D Landfill Buffers*: Article 9.23 of the Zoning Ordinance prohibits Construction and Demolition (C&D Landfills) from having fill in designated wetlands, and within 50 feet from delineated streams. The proposed plan would relocate the subject stream and associated wetlands and place fill where they currently exist.
    - STAFF COMMENT: Staff supports the relocation of the stream and the abandoning of the existing buffers, with the condition that all required State and County permits and approvals are obtained for the stream re-location.
  - *Landfill Fencing/Enclosure*: The applicants are requesting a modification to Article 9.23.2 E which requires that the entire landfill be controlled and secured with a non-climbable fence at least 6 feet high. The plan shows only fencing around access points and states that steep topography and streams otherwise limit access.
    - STAFF COMMENT: For the 2016 rezoning, a modification was approved for this section of the ordinance based on the topography of the site and the isolated nature of the facility. Staff recommends clarification regarding where fencing will be proposed and where it will not be. Since 2016, residential development has been established closer to the landfill, and commercial development is proposed immediately to the south. With that in mind, staff recommends this issue be revisited for discussion.

        - UPDATE 9/16/25: An updated plan has been submitted, and no additional fencing was found on the plan. Staff recommends fencing to the northwest and northeast may be appropriate to better secure the site.
    - UPDATE 10/13/25: C&D Landfill Buffer: Article 9.23 requires that there be no grading or fill 100 feet from the property line. The applicants are requesting a modification of this standard as shown on sheet SP104. Like the 80-foot buffer modification, as long as some existing vegetation exist to create a screen, staff finds the buffer modifications acceptable.
- Access on Holbrooks Road: Article 9.23.2 A states that C&D landfills greater than 10 acres must be accessed by a commercial street unless approved by the Town Board upon the determination that using a non-commercial street "would not likely cause any injurious effect on the property adjacent to the access". Through past approvals by the Town Board, the applicants have used Holbrooks Road as the main access for the life of the landfill. During the last rezoning however the following conditions were place on the approval regarding the future use of Holbrooks:
    - The condition of Holbrooks Road will be assessed by the applicant and the Town, as well as with the participation of NCDOT if available on a five (5) year basis.
    - The applicant would abandon access on Holbrooks no later than the year 2034.
    - If alterative access becomes available prior to 2034, the applicants commit to move their access to it within one year of the alternative access becoming available.
    - STAFF COMMENT: Staff recommends these conditions be transferred to the new rezoning, with no extension. Holbrooks Road was not designed for continuous commercial truck activity and has residential uses throughout its frontage. The applicants have shown a potential connection to the new Commerce Station Drive alternative access to the south on their plan with an "anticipated construction Fall 2026". This timeframe is acceptable to staff, however the condition that access will be transferred to this location within one year of availability is recommended to be carried over.
        - Additionally, staff recommends the Town work with NCDOT to inspect the current condition of Holbrooks Road. If maintenance items are needed, discussion with the applicant for continued maintenance contribution of Holbrooks Road is recommended until transfer of the access can take place. The applicants have taken core samples of the road and are in process of having them reviewed by the Town and NCDOT.
        - UPDATE 9/16/25: No new notes concerning Holbrooks Road have been added to the updated plan. Staff recommends these minimum commitments be carried over and added to this rezoning application. Also, the applicant has recently submitted core samples of Holbrooks Road to staff for review. Huntersville staff and NCDOT are jointly reviewing and will forward comments as soon as possible.
        - UPDATE 10/13/25: A new note was added to the updated rezoning plan stating "The connection to Commerce Station Road will be made at the latest in the year 2034. The anticipated construction of the road to connect to Commerce Station is in fall of 2026. Therefore, all landfill truck traffic will be off Holbrooks Road by the year 2034. If the alternative access becomes available prior to 2034, the applicant commits to move their access to it *within one year of issuance of the NCDEQ permit to operate the infill 2 expansion*". STAFF COMMENT: Staff recommends that the commitment to relocate the landfill access operate independently of the NCDEQ expansion permit and occur as soon as it is feasible to do so. It is possible that the proposed expansion may not be approved in a timely manner; however, the landfill could still retain sufficient capacity to operate for several years after an alternative access becomes available. Therefore, staff advises that once the new driveway connection is established, the landfill should make immediate efforts to transition access accordingly, regardless of the expansion outcome. Conversely, if the landfill's capacity is reached before the alternative access is completed, the requirement to relocate the access would no longer apply

- Huntersville Greenway Plan: The Huntersville 2024 Existing Greenways, Future Projects and Priority Map shows greenways running along Holbrook Road and north-south through the subject property. Although a line is shown along Holbrooks on the plans implying a future greenway on Holbrook, tHuhese greenways are not sufficiently accommodated for in the site plan. See map attached with highlighted planned greenways.



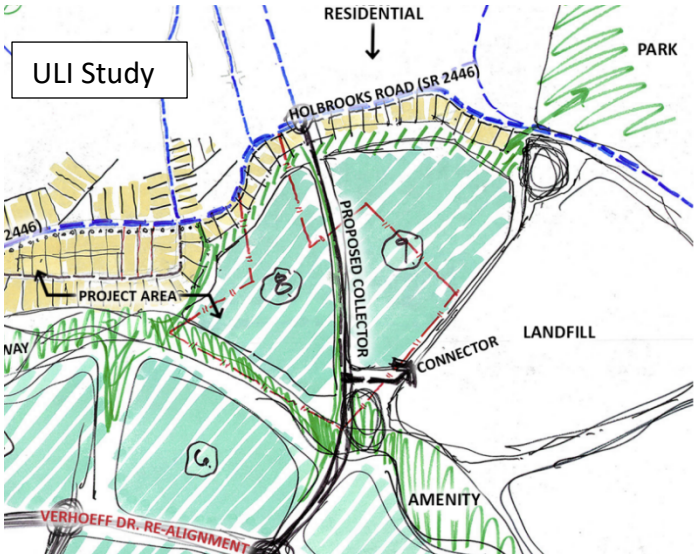
    - STAFF COMMENT: To accommodate the Holbrooks Road greenway, staff recommends a 10-foot side-path be *constructed* along the property frontage in lieu of the required standard foot sidewalk. For the north/south greenway connection, staff recommends ROW be dedicated of sufficient width to accommodate a 10-foot side path. See north/south connector road discussion below.
    - UPDATE 9/16/25: The applicants have added notes to the plan to address the greenways. A 10-foot multi-use path will be constructed along the subject properties on Holbrooks Road once a NCDEQ permit for the expansion is obtained. Also, the applicants have added a note to the plan stating that once a final location and alignment is chosen by the Town for the north/south connector road, the right of way reserved will include the needed right of way for a 10-foot multi-use path to accommodate the proposed greenway. Staff recommends that this condition is acceptable.
- Holbrooks Road Street Improvements: Article 5.1 of the Zoning Ordinance requires that sidewalk and street trees are added to the streets along a development's frontage. No improvements on the plan are shown. As mentioned above, staff recommends a 10-foot sidewalk/side path be constructed along the frontage in lieu of sidewalk to also accommodate the greenway recommended in the Huntersville Greenway Plan. Staff recommends a typical cross section be included in the plan showing all proposed improvements to Holbrooks Road including street trees.



    - UPDATE 10/13/25: The applicants have added a note to the plan that a 10-foot multi-use path will be constructed along the subject properties on Holbrooks Road once a NCDEQ permit for the expansion is obtained. A typical cross section has been added to the plan, but staff has not had an opportunity to review. Staff will review and work with the applicant to make minor changes.
- Connector Road (Holbrooks Road to Commerce Station): The East Huntersville Small Area Plan (EHSAP) envisions a connector public street connecting Commerce Station Drive and Future Verhoeff Drive with Future Asbury Chapel Road (highlighted in yellow). This connector street is not accommodated in the proposed rezoning plan. Additionally, the plan envisions residential development south of Holbrooks Road. The proposed plan rezones property all the way up to Holbrooks Road as SP-CD for industrial type development.
    - UPDATE 9/12/25: The applicants have added a note to the plan which states that once a final location and alignment is chosen by the Town for the north/south connector road, the right of way needed for

the connector will be reserved prior to development of the subject property. Staff recommends this conditional note is acceptable to accommodate the planned road.

- Urban Land Institute Recommendations: In 2017 Huntersville engaged with the Urban Land Institute Charlotte to convene a Technical Assistance Panel (TAP) regarding the recommended development patterns south of Holbrooks Road. Although the report was never adopted as an official small area plan by the Town, the report continued to discuss general themes of the EHSAP such as below. Please find the link to the ULI study attached, and a graphic of the recommended land use below on this page. https://www.huntersville.org/1264/Holbrooks-Road-Study-ULI-TAP
    - Diverting traffic off Holbrooks Road by establishing a connector road to the south.
    - Establishing residential uses south of Holbrooks Road and west of the commercial uses. In the sketch included, residential development is shown all along Holbrooks Road.
    - UPDATE 9/16/25: The applicants have moved the rezoning line to keep much of the Holbrooks Road frontage area residential zoning. However, some of the proposed buffer along that area (parcel 01910116) also needs to be shifted south to accommodate the remaining residential.
        - UPDATE 10/13/25**:** This section of the buffer has been added to the buffer modification exhibit showing temporary encroachment (Section #13). Staff supports this added modification, however, due to the properties to the north being adjacent to future residential uses, this encroachment area should be replanted after the stockpile area is removed.



- Stream Buffer Conflict with Existing Fill: The proposed realigned stream channel is currently shown to clip a portion of an existing fill area, where the fill is labeled to be relocated. After discussion with Mecklenburg County Storm Water, Groundwater, and NCDEQ Solid Waste, it is possible this location may not be feasible due to the complexity of fill area contamination at the site and the location of required monitoring wells. Please see page 10 below for site contamination discussion. It may be that the stream and its buffer will need to be pushed south outside of the existing fill area.
- Minor Site Plan Comments: Several minor site plan comments remain unresolved. Staff recommends these comments be addressed on the updated rezoning submittals.

PART 3: TRANSPORTATION ISSUES

Traffic Impact Analysis (TIA)

- A Town TIA for the proposed project was not required due to the use not producing the threshold number of trips necessary to require the study. The determination included the potential change in entrance to Holbrooks Road in the future.
- Please find the TIA Determination from Engineering attached in the agenda packet.

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan – "Employment Center / Moderate Residential / Open Space"

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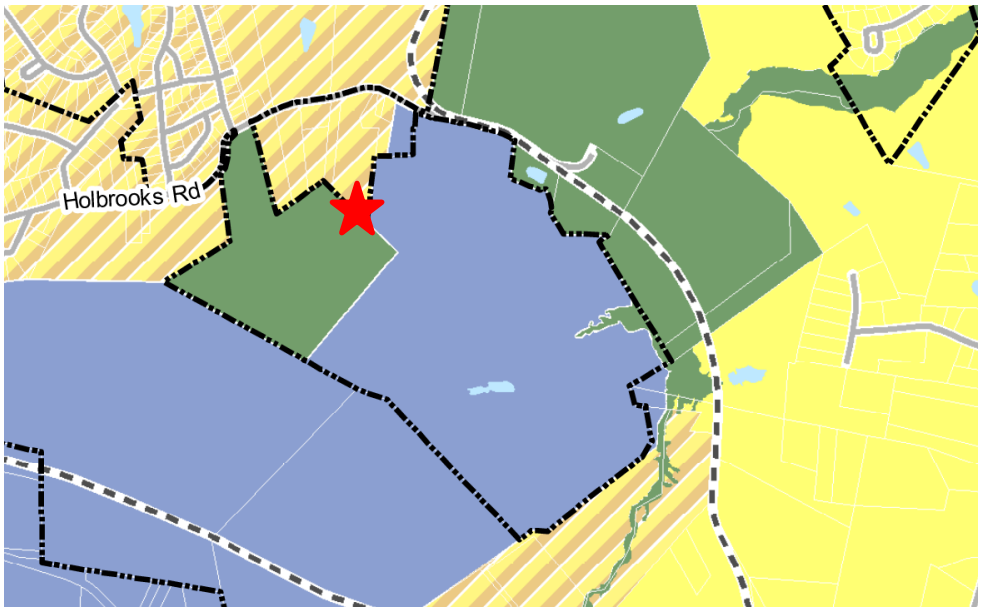
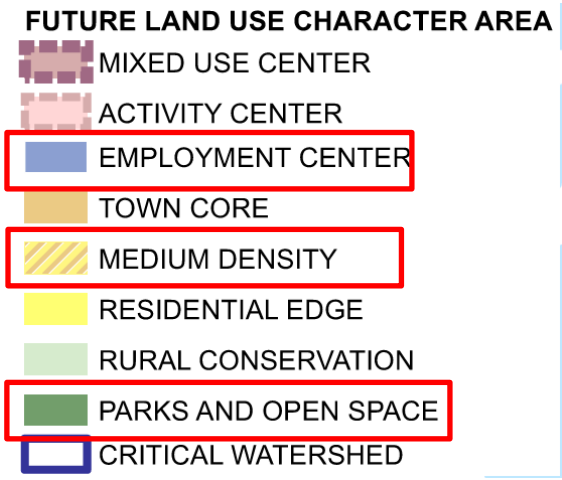






Moderate Density

This area is meant to accommodate a mix of conventional residential subdivisions with larger lots and traditional neighborhood development with a mix of lot sizes, including smaller unit types and occasional attached housing. Average gross density is generally 1-3 units per acre. It may have some smaller-scale commercial or nonresidential activity at key intersections. Exact density of future development should vary based on context and site constraints including potential conflicts with adjacent development, access, and the presence of natural and/or cultural resources.



Environmental / Open Space

These sensitive environmental areas consist primarily of development-impaired lands such as floodways and floodplains as well as parks and previously-protected areas.



Employment Center

Employment centers contain a mix of uses including office, industrial, and institutional. Modern employment campuses and cutting -edge employers are now incorporating some retail and residential to create a live, work, and play environment. These areas offer workspace where innovation can grow while meeting employee lifestyle needs.

STAFF COMMENT – The 2040 Huntersville Community Plan **DOES** SUPPORT this project through the following sections:

- **Policy LU 1.1**: Utilize the Future Land Use Map during development approval process to ensure compatibility with long range plans.

- STAFF COMMENT: The properties involved in the rezoning plan include different character areas in the future land use map. They include the Employment Center, Moderate Density, and Park/Open Space Character Area.
    - The property labeled as "Park/Open Space" was likely labeled that way due to in the past being owned by the Town of Huntersville and discussed as a possible park location. However, this property was sold to Greenway Waste several years ago. This tract, based on the ULI study mentioned above, may be more appropriate as an Employment Center Future Character Area. The proposed industrial use would be consistent with the Employment Center Character Area.
    - The main property of the landfill is also included in the Employment Center Character Area and would be appropriate for the proposed continued industrial use.
    - The property near Holbrooks Road, labeled as "Moderate Density," is identified for residential development. However, the current rezoning plan does not specify the type of development proposed for this area. Staff recommends that clarification be provided. Consistent with the adopted small area plans and the ULI report, staff recommends that the area immediately along Holbrooks Road be reserved for residential use. With this clarification, the plan could align with this policy of the 2040 plan.

- **Policy EOS-5**: Protect Water quality. Continue Stream Restoration –
    - STAFF COMMENT: The proposed development would improve water quality of the subject streams by rerouting them and buffering them appropriately around the landfill. Additionally, the applicants are proposed to add supplemental buffer over the amount that may be required by the water quality ordinance. However, discussion continues with NCDEQ on how filling the existing stream area could affect the on-site contamination issue. Please see page 10 below on the current contamination issues with the site. With the assumption that the applicants successfully actively remediate the contamination and approval from NCDEQ is granted, this policy could be met.

STAFF COMMENT – The 2040 Huntersville Community Plan **DOES NOT** SUPPORT this project through the following sections:

- **Policy LU-5.1**: Focus more intense development in locations that can support growth.
    - STAFF COMMENT: The landfill currently relies on Holbrooks Road as its primary access. For many years, the Town, staff, and the Holbrooks neighborhood have raised concerns about using a residentially designed road for heavy truck traffic. The applicant anticipates future access via Commerce Station Drive, contingent on construction of the recently rezoned development to the south. Until that development is built and access is physically shifted, staff finds this policy is not met. Once the main entrance is relocated to Commerce Station Drive, the policy would then be satisfied.
- **Policy LU-8.2**: Excellence in Design.
    - STAFF COMMENT: Modifications from the Huntersville Zoning Ordinance are requested, but no site plan elements have been offered over and above the requirements of the ordinance. The applicants include notes on the sheet SP002 concerning excellence in design; however, these notes seem to refer to technical cleanup efforts regarding the groundwater and surface water contamination present at the site. For site plan elements that would achieve public good and excellence in design, that would be over and above already needed environmental concerns, staff would recommend the following:
        - The applicant owns several parcels on Holbrooks Road, adjacent to where the Town's current greenway plan calls for a 10-foot side path. The applicants could construct side paths further west than required off the site down Holbrook Road.
        - A Clarke Creek restoration project is currently being planned by Mecklenburg County and the Town of Huntersville. The applicants could contribute materials, funds, etc to this project.

- Other site plan, transportation, pedestrian or pedestrian improvements not required by the ordinance.
- Environmental improvements to the site that are not required by the Town of Huntersville, Mecklenburg County, or for NCDEQ remediation, expansion, or close out.
- UPDATE 9/12/25: The applicants have noted that the buffers around the stream are proposed to be wider than required. In addition, some parcels not included in the rezoning (but in between parcels that are) will have a multi-use path constructed along their frontage.
    - UPDATE 10/13/25: The applicants have added a note to the plan committing to donate 20,000 cubic yards of aggregate rock material for the Mecklenburg County Cane Creek Restoration Project.

- **Policy LU-11**: Protect existing housing stock.
    - STAFF COMMENT: The landfill currently relies on Holbrooks Road as its primary access. For many years, the Town, staff, and the Holbrooks neighborhood have raised concerns about using a residentially designed road for heavy truck traffic. The applicant anticipates future access via Commerce Station Drive, contingent on construction of the recently rezoned development to the south. Until that development is built and access is shifted, staff finds this policy is not met. Once the main entrance is relocated to Commerce Station Drive, the policy would then be satisfied.

- **Policy EOS-1**: Preservation and Enhancement of the Environment.
    - STAFF COMMENT: While the relocation of the stream is categorically beneficial to the water quality of the existing stream, the additional fill over existing surface water and groundwater contamination is a current concern. After discussion with NCDEQ Solid Waste Section, active remediation of the site is needed to remove the contamination before additional fill can be permitted to be placed on top. Also, how the contamination and the existing monitoring wells will be affected by the new surface water and hydrogeologic conditions is currently unknown. The applicants are currently working with NCDEQ on the stream location and preparing an active remediation plan to clean up the chemicals present at the site. Until more is understood about the contamination cleanup, staff recommends this policy is not met.
    - Additionally, without doing hydrologic studies of the site (CLOMR) it is currently unknown where the limits of the floodway will be for the relocated stream. The boundaries shown may change after the study. Staff has concerns that portions of the stream that are close to property lines, and intersect other portions of streams may have a greater floodway footprint than shown.
    - To meet this policy, staff recommends that through the Special Use Permit process the applicant submit approvals, evidence, and expert testimony that:
        - The specific remediation proposed will be beneficial and effective in addressing the existing site contamination; and
        - The relocated stream will have a minimal effect on the spread of the contamination; and
        - The additional fill on top of the contaminated area will be safely contained, and
        - The Conditional Letter of Map Revision (CLOMR) is completed or mostly completed showing the limits of the new floodway accurately.

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

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

- The proposed Special Purpose (SP) zoning would be located immediately adjacent to the Commerce Station Business Park (zoned CB) to the south, and would be compatible with the future uses of that park (office, industrial, warehousing, etc). Many areas along Holbrooks Road to the north and west of the landfill, however, are either park land or single-family residential uses. The only access for the facility is through Holbrooks Road and the residential neighborhoods. Thus, the continuing commercial traffic and access is not compatible with the residential development to the west of the landfill. Once the connection and access to the south is constructed and utilized staff recommends the reclassification would be consistent with the overall character of existing development.

2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, stormwater drainage systems, water supplies, and wastewater and refuse disposal.**
   STAFF COMMENT:
   - A Transportation Impact Analysis (TIA) was not required for this development as the number of trips produced did not trip the threshold to require one.
   - In the past, NCDOT and the Town of Huntersville have expressed concern that the structure of Holbrooks Road was insufficient to accommodate the heavy vehicle traffic of the landfill. During the past rezoning, the applicants contributed $50,000 for the maintenance of Holbrooks Road as a condition of their rezoning. They are also currently providing core samples of the road for review with Huntersville and NCDOT. With the potential of alternative access south to Commerce Station Drive, the concern for Holbrooks Road could be minimized. However, although there is a development planned to the south of the subject property that would provide alternate access, currently there is no guarantee the alternative access can be available soon.
   - UPDATE 10/13/25: NCDOT has forwarded specific recommendations to mitigate the maintenance issues of Holbrooks Road. They are listed below. Staff recommends that the applicant coordinate with NCDOT and the Town to establish a maintenance program that will adequately preserve the condition of Holbrooks Road until an alternative access can be utilized.
     - 1.5” overlay from landfill driveway on Holbrook Rd to Old Statesville Rd
     - Variable millings at curb & gutter sections
     - Keyed tie ins at driveways/street connections
     - Re-stripe of pavement markings
     - Adjust shoulder tie ins to proposed grade
     - On-site tire wash system to eliminate debris entering roadway
     - The dirt brought onto the roadway contributes to the high shoulders and in effects causes drainage issues

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”**
   STAFF COMMENT:
   - The North Meck Construction and Demolition (C&D) Landfill is a permitted and unlined landfill (NC Solid Waste Permit Number 6013-CDLF-1993). Concentrations of volatile organic compounds (VOCs), including 1,4-Dioxane, persistently exceed the NC regulatory 02L Groundwater Standards at the landfill. Groundwater corrective action has been implemented for VOCs since 2020. The approved selected remedy for the cleanup of the contamination is active landfill gas extraction and monitored natural attenuation (MNA) as a treatment train. Groundwater corrective action continues to be required.

     A Notice of Regulatory Requirements (NORR) for contaminant assessment and cleanup was issued in 2024 for PFAS (Per – Polyfluoroalkyl Substance) contamination. This included the requirement to submit a

Receptor Survey and a PFAS Work Plan. PFAS assessment of groundwater and surface water at the landfill is ongoing.

Landfill gas is comprised of different gases and methane gas is one of them. Methane gas persistently exceeds the regulatory lower explosive limits (LELs) in the Infill Area of the landfill. A methane gas corrective action plan was implemented in 2024, and the effectiveness of the passive gas collection trench installed is ongoing.

The NC Solid Waste Section has already conveyed to the facility that additional corrective action will need to be implemented for persistent exceedances and detections of VOCs (including 1,4-Dioxane) and PFAS in the groundwater and the surface water.

The proposed stream relocation project and landfill expansion will be evaluated from a hydrogeologic and engineering perspective, to ensure that the existing water quality monitoring network is not negatively impacted, and that any necessary corrective action to comply with the law and NC Admin Code can be designed and effectively implemented in a manner that would allow consideration of expanding the landfill.

- Therefore, considering the above, staff recommends that through the Special Use Permit process, the applicant submit documentation and evidence showing the stream relocation and additional fill will not cause further contamination or impact to adjacent properties.
- Please also see the Engineering Memo attached from Engineering Staff for further comments.

PART 5: STAFF RECOMMENDATION

Staff recommends approval of the rezoning with the following conditions:

1. The Special Use Permit is approved contingent upon clear evidence demonstrating the environmental safety and feasibility of the project, including:
    a. Assurance that the stream relocation will not cause increased downstream flooding or otherwise negatively impact adjacent properties. (This may be demonstrated through a completed or nearly completed Conditional Letter of Map Revision [CLOMR].)
    b. Documentation that the proposed hydrologic changes from the stream relocation will not worsen, spread, or exacerbate existing landfill contamination.
    c. Evidence that the placement of new fill material will not worsen, spread, or exacerbate the current level of contamination on the site.
2. All 5 modifications are approved as outlined on page 4 and 5 above.
3. Additional security fencing is added (or existing is shown) to the northwest and northeast of the landfill near Holbrooks Road.
4. Proposed uses of the rezoning are labeled on the conditional rezoning plan notes (sheet SP-100) consistent with the 2040 plan. Specifically, the landfill use is limited to parcels 01910102 and 01910109 only. Existing single family residential use is only permitted on parcel 01934118, and only Corporate Business (CB) uses are allowed on the remaining parcels of the rezoning (no landfill uses, soil mixing, recycling is permitted on parcel 01910116) after the stockpiles for the stream relocation are removed.
5. Section #13 of the 80-foot buffer is replanted once the stream is relocated and the stockpile area is removed. Section #4 of the buffer is replanted with a row of evergreen trees near the existing vegetation.
6. The conditions of the existing rezoning regarding the access of the facility on Holbrooks are carried over to the new rezoning:
    a. Main entrance on Holbrooks Road to be abandoned no later than 2034.

   b. If alternative access becomes available before then, the applicants commit to move the main entrance within one year of availability.
7. The applicants commit to the NCDOT recommended maintenance program for Holbrooks Road, or other mutually agreeable program that is both commensurate with the landfill's contribution to its degradation and which considers the remaining time the landfill may use the road.
8. Minor staff comments are addressed.

PART 6: PUBLIC HEARING COMMENTS

The public hearing was held on Tuesday, September 2, 2025. During the public comments portion of the meeting, one resident from Central Avenue spoke regarding the proposed landfill expansion, raising environmental concerns and questions. The stream of the meeting can be found here: https://www.youtube.com/watch?v=b9Nk3AOX6xg.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board reviewed the application on Tuesday September 23, 2025. After discussion with the applicant and staff, The Planning Board unanimously recommended approval of the rezoning with the conditions recommended by staff. The stream of the meeting can be viewed here: https://www.youtube.com/watch?v=zG0Q16Nua04

PART 8: TOWN BOARD CONSIDERATION

Town Board final action consideration is scheduled for October 21, 2025.

PART 9: ATTACHMENTS/ENCLOSURES

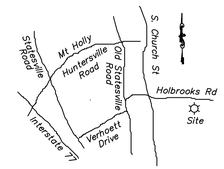
Attachments

- Rezoning Application
- R25-09 Rezoning Plan
- Neighborhood Meeting Report
- Engineering Report
- Rezoning Application
- TIA Determination of Need Report

PART 10: CONSISTENCY STATEMENT – R25-09 Greenway Waste Expansion

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning application R25-09, Greenway Waste Expansion, staff recommends approval of the application with conditions as listed in Part 5 of the staff report. With the listed conditions, the application is consistent with policies LU-1.1, EOS-1, and EOS-5 of the Huntersville 2040 Plan. It is reasonable and in the public interest to approve the Rezoning Plan because with the conditions attached, the proposed application is consistent with the development pattern of adopted and recommended plans, is conditioned to limit access on Holbrooks Road for future compatibility with the residential neighborhood, and it will mitigate the environmental challenges of the site with approved solutions.	**APPROVAL**: L. Hallman made a motion to recommend approval of R25-09, Greenway Waste Expansion. The Planning Board recommends approval with conditions as listed in part 5 of the staff report. With the listed conditions, the application is consistent with policies LU1.1, EOS 1, and EOS 5 of the Huntersville 2040 Plan. It is reasonable and in the public interest to approve the rezoning plan because with the conditions attached the proposed application is consistent with the development pattern of the adopted and recommended plans, is conditioned to limit access to Holbrooks Road for the future compatibility with the residential neighborhood and it will mitigate the environmental challenges of the site with approved solutions. C. Boyd seconded the motion. The motion passed unanimously (8-0)	APPROVAL: In considering the proposed rezoning application R25-09, Greenway Waste Expansion, the Town Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed rezoning application R25-09 Greenway Waste Expansion, the Town Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).** **It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**

CONDITIONAL REZONING PLAN
FOR
GREENWAY WASTE SOLUTIONS OF NORTH MECK. LLC



Vicinity Map Not to Scale

LIST OF DRAWINGS:

SP001	COVER SHEET
SP002	GENERAL NOTES
SP100	SITE PLAN
SP101	GRADING PLAN
SP102	TREE PRESERVATION PLAN
SP102.1	TREE PRESERVATION PLAN ENLARGEMENT
SP103	SURFACE WATER IMPROVEMENT & MANAGEMENT (SWIM) BUFFERS
SP104	UNDISTURBED AND VEGETATIVE BUFFERS
SP105	DRAINAGE AREA MAP

EPM REFERENCE NUMBER:
CSP-500081 CONDITIONAL REZONING PLAN

OCTOBER 2025

APPROVAL OF THIS CONCEPT PLAN DOES NOT IMPLY OR GUARANTEE APPROVAL OF THE FINAL CONSTRUCTION PLAN. FINAL CONSTRUCTION PLAN WILL BE REVIEWED FOR COMPLIANCE PER ALL TOWN, COUNTY, AND STATE REGULATIONS IN EFFECT AT TIME OF SUBMITTAL.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWN'S COMMENTS
2	08/15/25	2ND RESPONSE TO TOWN'S COMMENTS
3	10/10/25	2ND RESPONSE TO TOWN'S COMMENTS

CEC Surveying and Landscape Architects of NC, PLLC
3701 Arco Corporate Drive
Suite 400
Charlotte, NC 28273
Ph: 980.237.0373
www.cecinc.com

GREENWAY WASTE SOLUTIONS
AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

CONDITIONAL REZONING PLAN
COVER SHEET

DATE:	OCTOBER 2025
DRAWN BY:	BML
DWG SCALE:	N.T.S.
CHECKED BY:	TMG
PROJECT NO:	324-055
APPROVED BY:	TMG

DRAWING NO.:
SP001
SHEET 1 OF 9

P:\320-055\324-055\-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Conditional Rezoning Permit.dwg[REZONING COVER SHEET] LS(10/10/2025 - 10:24:42 PM - LP: 10/10/2025 2:56 PM

NOTES (FROM APPROVED CONDITIONAL REZONING #365454)

1. BUILDING, STORMWATER MANAGEMENT, PARKING AND PAVEMENT SIZES AND LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE IN NATURE AND MAY BE ADJUSTED DURING PERMITTING, FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION.
2. THE 80' VEGETATED BUFFER WILL REQUIRE TREE AND SHRUB PLANTING IN ACCORDANCE WITH TOWN ORDINANCE SECTION 7.5.3.
3. PROPERTY ADDRESS IS 15300 HOLBROOKS ROAD, HUNTERSVILLE, NC 28078.
4. EXISTING HOUSE ADJACENT TO HOLBROOKS ROAD TO BE REMOVED.
5. LIGHTING PLAN SHALL BE IN ACCORDANCE WITH ARTICLE 8.26.
6. REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 9.23.4 e), FOR 6' NON-CLIMBABLE FENCE. VEHICULAR ACCESS TO THE FACILITY IS LIMITED TO HOLBROOKS ROAD. FENCING AND GATE WILL BE PROVIDED ALONG HOLBROOKS ROAD. HEAVY VEGETATION PREVENTS ACCESS TO THE REMAINDER OF THE SITE. THE NEAREST PUBLIC RIGHT-OF-WAYS INCLUDE STATESVILLE ROAD (WEST ±¾ MILE), TRAILS END LANE (SOUTH ±⅝ MILE) AND WILDLIFE LANE (EAST ±⅝ MILE). GREENWAY WASTE SOLUTIONS AGREES TO BEGIN INSTALLATION OF FENCE WITHIN 90 DAYS OF ANY DEVELOPMENT ADJACENT TO GREENWAY WASTE SOLUTIONS. GREENWAY WASTE SOLUTIONS AGREES TO BEGIN INSTALLATION OF FENCE WITHIN 90 DAYS OF CONSTRUCTION OF FUTURE BIKEWAY/GREENWAY/CAROLINA THREAD TRAIL PASSING THROUGH GREENWAY WASTE SOLUTIONS PROPERTY.
7. NO ROOF TOP UTILITIES PLANNED.
8. AREAS NOT SHOWN TO BE PLANTED OR WHERE RELIEF FROM PLANTING REQUIREMENTS IS NOT REQUESTED CONTAIN EXISTING VEGETATION TO PROVIDE SCREENING.
9. PROVIDE ESCROW AND/OR BONDING FOR STREET TREES AND SIDEWALKS.
10. PROVIDE RIGHT OF WAY FOR FUTURE VERHOFF/ASBURY CHAPEL EXTENSION CONNECTOR ON ANY GRIFFIN OWNED LAND ONCE FINAL LOCATION IS DETERMINED.
11. HOLBROOKS ROAD WILL BE ABANDONED AS PRIMARY ACCESS BY 2034.
12. HOURS OF OPERATION: M-F 7AM TO 6PM
    SAT 7AM TO 12PM
13. GREENWAY WASTE SOLUTIONS WILL PAY FOR HOLBROOKS ROAD IMPROVEMENTS AS DESCRIBED BELOW:
    A. THE $25,000 THAT WAS AGREED UPON IN 2008 NEEDS TO BE PAID ON OR BEFORE DECEMBER 31, 2016 AND IS TO BE USED FOR STREET IMPROVEMENTS OR MAINTENANCE.
    B. THE BORE TESTING FOR HOLBROOKS ROAD WILL BE TAKEN WITHIN NINETY (90) DAYS OF APPROVAL OF THE SUP AND PROVIDED TO NCDOT AS REQUESTED.
    C. THE APPLICANT WILL ALSO CONTRIBUTE TO THE ESCROW ACCOUNT AN ADDITIONAL $25,000 PRIOR TO 2025 FOR EITHER MAINTENANCE OR IMPROVEMENTS TO HOLBROOKS ROAD.
14. GREENWAY WASTE SOLUTIONS IS IN THE PROCESS TO ACQUIRE APPROXIMATELY 1 ACRE (THE LAND TO THE WEST OF CANE CREEK ON PARCEL 01918162) ON THE SOUTHEASTERN PORTION OF THE LANDFILL PROPERTY FROM CO-APPLICANT, BILL HAMMILL, TO INCREASE FACILITY BUFFER. THIS LAND WILL NEVER BE USED FOR LANDFILL AIR SPACE AND SHALL REMAIN UNDISTURBED.

APPROVED MOTIONS/CONDITIONS (FROM APPROVED CONDITIONAL REZONING #365454)

COMMISSIONER BOONE MADE A MOTION IN CONSIDERING THE PETITION #R16-06, GREENWAY WASTE LANDFILL. THE TOWN BOARD FINDS THE REQUEST CONSISTENT WITH THE 2030 COMMUNITY PLAN AND APPLICABLE LONG-RANGE PLANS. THE BOARD OF COMMISSIONERS RECOMMEND APPROVING THE CONDITIONAL REZONING PLAN FOR THE GREENWAY WASTE LANDFILL AS SHOWN IN REZONING PETITION #R16-06. IT IS REASONABLE AND IN THE PUBLIC INTEREST TO REZONE THIS PROPERTY BECAUSE PROPOSED CHANGES INCLUDE A RECYCLING FACILITY WILL PROVIDE ECONOMIC AND ENVIRONMENTAL METHODS AND NEGATIVE IMPACTS ON REZONING HAVE MITIGATED TO A SATISFACTORY LEVEL. THESE RECOMMENDATIONS ARE CONTINGENT UPON THE FOLLOWING:

1. AMENDED TO SHOW A 100' EASEMENT TO ACCOMMODATE THE FUTURE GREENWAY ALONG THE STREAM.
2. NOTE #11 ON THE PLAN IS AMENDED TO CLARIFY THAT HOLBROOKS ROAD WILL BE ABANDONED AS A PRIMARY ACCESS BY 2034.
3. A NOTE IS ADDED TO THE PLAN ADDRESSING THE PROPOSED CLEAN-UP OF THE CONTAMINATION OF THE EXISTING FILL AREAS.
4. NOTE #6 IS CLARIFIED TO STATE THAT ANY ADJACENT DEVELOPMENT OR CONSTRUCTION OF A GREENWAY WILL TRIGGER THE CONSTRUCTION OF A FENCE FOR THE ACTIVE AREA OF THE SITE WITHIN 90 DAYS.
5. THE PROPOSED EVERGREEN TREES PROPOSED AS A BUFFER ARE INSTALLED IN A WAY THAT CREATES AN OPAQUE SCREEN.
6. THAT THE ALTERNATE LOCATIONS OF THE GREENWAY SHOWN ON THE PLAN, IF APPROVED BY THE TOWN, WILL BE SUPPORTED AND LAND WILL BE PROVIDED BY THE APPLICANT FOR THEM.
7. CLARIFICATION OF ALL REFERENCES ON THE PLAN TO HOLBROOKS ROAD, NOT HOLBROOK ROAD.

GROUNDWATER REMEDIATION PLAN (FROM APPROVED CONDITIONAL REZONING #365454)

IN 2013 ROUTINE LANDFILL GROUNDWATER MONITORING DETECTED AN EXCEEDANCE IN APPENDIX 1 CONSTITUENTS. AS A RESULT OF THE DETECTION, ONGOING ASSESSMENT MONITORING HAS BEEN CONDUCTED. IN MAY 2016, GREENWAY WASTE SOLUTIONS (GWS) SUBMITTED A CONTAMINANT DELINEATION PLAN TO NCDEQ TO FURTHER ASSESS THE EXCEEDANCES. THE CONTAMINANT DELINEATION PLAN WAS ACCEPTED BY DEQ ON JUNE 17, 2016 AND GWS IS IMPLEMENTING THE PLAN. ONCE ASSESSMENT ACTIVITIES HAVE DETERMINED THE NATURE AND EXTENT OF THE CONTAMINANTS, A REMEDIATION PLAN APPROVED AND MONITORED BY DEQ WILL BE IMPLEMENTED. ASSESSMENT AND REMEDIATION EFFORTS WILL CONTINUE UNTIL DEEMED APPROVED BY DEQ. DUE TO THE NATURE OF ASSESSMENT AND REMEDIATION, NO TIMETABLE FOR COMPLETION CAN BE PROVIDED, BUT WILL BE INITIATED AT THE REQUEST OF NCDEQ. SEE ATTACHED DEQ CONTAMINANT DELINEATION PLAN APPROVAL LETTER.

SITE DATA TABLE

TOTAL AREA (ACRES, SQUARE FEET)	220.9 AC 9,622,404 FT²
PROPOSED DISTURBED AREA (ACRES, SQUARE FEET)	125.2 AC 5,453,826 FT²
RIVER BASIN	YANDKIN-PEEDEE RIVER BASIN
STREAM CLASSIFICATION	CLASS C
PRINCIPAL USES(S) (Z.O. ARTICLE 3)	C&D LANDFILL AND RECYCLING CENTER
BUILDING TYPE (Z.O. ARTICLE 3, 4 AND 8.10)	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
ZONING DISTRICT (Z.O. ARTICLE 3)	CONDITIONAL ZONING SPECIAL PURPOSE (SP (CD)) DISTRICT
OVERLAY DISTRICT, IF APPLICABLE (ARTICLE 3 Z.O.)	N/A
PERCENTAGE OF IMPERVIOUS ALLOWED (ARTICLE 3 Z.O.)	N/A
BUILT UPON AREA (BUA)	PROPOSED BUA: 0.90 AC AREA OF LINER: 20.22 AC VESTED BUA: 4.1 AC TOTAL PARCEL SIZE: 120.8 AC
PERCENTAGE OF IMPERVIOUS SHOWN	0.75%
LOT COUNT	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
TOTAL NUMBER OF DWELLINGS (DETACHED/ATTACHED)	NO DWELLINGS PROPOSED AS PART OF THIS REZONING PLAN
MIXED-USE/# OF LIVE/WORK UNITS	NO MIXED-USE/# OF LIVE/WORK UNITS PROPOSED AS PART OF THIS REZONING PLAN
TOTAL AREA OF RESIDENTIAL	NO RESIDENTIAL AREA PROPOSED AS PART OF THIS REZONING PLAN
TOTAL AREA OF NON-RESIDENTIAL (SQUARE FEET)	220.9 AC 9,622,404 FT²
LOT SIZE RANGE	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
NUMBER OF LOTS WITHIN EACH RANGE	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
LOT WIDTHS RANGE (Z.O. ARTICLE 3)	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
NUMBER OF LOTS WITHIN EACH WIDTH	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
SETBACKS AND BUILD-TO-LINES (Z.O. ARTICLE 3, 4 & 8)	
FRONT BTL RANGE OR SETBACK	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
CORNER SETBACKS	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
REAR SETBACKS	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
RIGHT SIDE SETBACKS	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
LEFT SIDE SETBACKS	NO BUILDINGS PROPOSED AS PART OF THIS REZONING PLAN
WATERSHED INFORMATION (Z.O. ARTICLE 3 AND S.O. SECTION 7.290)	
IS THE PROPERTY IN A REGULATED WATERSHED DISTRICT?	NO
WATERSHED DISTRICT	N/A
LOW DENSITY/HIGH DENSITY	LOW DENSITY
PERCENTAGE OF ALLOWABLE IMPERVIOUS AREA	N/A
PERCENTAGE OF IMPERVIOUS AREA SHOW ON PLANS	0.75%
AMOUNT OF LOT AREA SET ASIDE FOR FUTURE IMPERVIOUS BY HOMEOWNERS	NO LOTS PROPOSED AS PART OF THIS REZONING PLAN
LIST ALL MODIFICATIONS FROM THE APPROVED SKETCH PLAN AND ANY CONDITIONS OF THE REZONING PLAN, IF THE PROPERTY IS SUBJECT TO A CONDITIONAL REZONING PLAN.	1. ADDITIONAL SWIM BUFFER AREA PROPOSED ABOVE THE REQUIREMENT PER SECTION 8.25.5 IN THE TOWN OF HUNTERSVILLE ZONING ORDINANCE. 2. ALTERNATIVE MITIGATION PROPOSED WILL PROVIDE ADDITIONAL STREAM CHANNEL LENGTHS EXCEEDING THE IMPACTED STREAM CHANNEL LENGTH PER SECTION 8.25.11.b(9) IN THE TOWN OF HUNTERSVILLE ZONING ORDINANCE. THE PROPOSED LINEAR FOOTAGE OF STREAM BUFFER TO BE REMOVED IS 1,445'. THE PROPOSED LINEAR FOOTAGE OF STREAM BUFFER TO BE CONSTRUCTED IS 3,950'. 3. EXISTING WASTE FROM THE CLOSED C&D LANDFILL WILL BE RELOCATED DURING THE CONSTRUCTION OF THE SOUTH STREAM. EXISTING WASTE WILL BE RELOCATED TO THE CURRENT LANDFILL DISPOSAL AREA. IT IS OUR UNDERSTANDING THAT THE WASTE IN THIS LOCATION OF THE CLOSED LANDFILL IS LAND CLEARING AND INERT DEBRIS AS DEFINED BY NCDEQ SECTION 15A NCAC 13B .0563 AND THEREFORE WILL NOT POSE AN ENVIRONMENTAL THREAT WHEN DISTURBED. 4. SEE ORDINANCE MODIFICATION TABLE ON THIS SHEET FOR A COMPREHENSIVE LIST OF ALL EXISTING AND PROPOSED ORDINANCES AT THIS SITE.

COMMITMENTS & CONDITIONS

1. GREENWAY WASTE SOLUTIONS, LLC HAS AGREED TO CONSTRUCT A 10-FT WIDE GREENWAY ALONG HOLBROOKS ROAD AS SHOWN ON SITE PLAN SHEET (SP100). THE GREENWAY WILL CONTINUE FROM THE END OF THE EXISTING CONCRETE SIDEWALK AND WILL CONTINUE WEST ALONG HOLBROOKS ROAD UNTIL IT REACHES THE END OF THE PROPOSED REZONING BOUNDARY. THE GREENWAY WILL BE CONSTRUCTED AFTER NCDEQ ISSUES THE PERMIT TO OPERATE (PTO) FOR THE INFILL 2 EXPANSION.
2. GREENWAY WASTE SOLUTIONS, LLC HAS COMMITTED TO EXPAND THE EXISTING 5-FT GREENWAY SIDEWALK TRAIL ALONG THE EXISTING LANDFILL FRONTAGE ALONG HOLBROOKS ROAD TO 10-FT WIDE.
3. THE CONNECTION TO COMMERCE STATION ROAD WILL BE MADE AT THE LATEST IN THE YEAR 2034. THE ANTICIPATED CONSTRUCTION OF THE ROAD TO CONNECT TO COMMERCE STATION IS IN FALL 2026. THEREFORE, ALL LANDFILL TRUCK TRAFFIC WILL BE OFF HOLBROOKS ROAD BY THE YEAR 2034. IF THE ALTERNATIVE ACCESS BECOME AVAILABLE PRIOR TO 2034, THE APPLICANT COMMITS TO MOVE THEIR ACCESS TO IT WITHIN ONE YEAR OF ISSUANCE OF THE NCDEQ PERMIT TO OPERATE FOR THE INFILL 2 EXPANSION.
4. GREENWAY WILL PERFORM, AT A MINIMUM, WEEKLY CLEANING ALONG COMMERCE STATION ROAD PER UDO SECTION 9.23.3.
5. THE APPLICANTS COMMIT TO RESERVE A MINIMUM OF 68 FEET OF ROW THROUGH THE SUBJECT PROPERTY FOR A FUTURE NORTH/SOUTH INDUSTRIAL STREET CONNECTOR. THE CROSS SECTION OF THE CONNECTOR SHALL INCLUDE A 10-FOOT MULTI-USE PATH ON AT LEAST ONE SIDE AND WILL BE LOCATED ON THE WESTERN PORTION OF THE SUBJECT PROPERTY. THE EXACT LOCATION OF THE RESERVATION WILL BE DETERMINED BY THE TOWN OF HUNTERSVILLE STAFF AND RECORDED BY THE APPLICANTS PRIOR TO ANY NEW DEVELOPMENT OR PLATTING OF THE SUBJECT PARCELS.
6. PREVIOUSLY APPROVED PLANTING PLAN AROUND THE MRF WILL BE RESTORED TO APPROVED CONDITIONS.
7. GREENWAY WASTE SOLUTIONS WILL PROVIDE UP TO 20,000 CY OF ROCK MATERIAL FOR THE MECKLENBURG COUNTY CANE CREEK RESTORATION PROJECT.
8. THE EXISTING TOP OF THE LANDFILL EXPANSION AREA ELEVATION IS 842-FT. ADDITIONALLY, THE EXISTING CLOSED PHASE 1 C&D LANDFILL ELEVATION IS 826-FT. THE PROPOSED INFILL 2 EXPANSION PEAK ELEVATION IS 865-FT.
9. EXISTING WASTE FROM THE CLOSED C&D LANDFILL WILL BE RELOCATED DURING THE CONSTRUCTION OF THE SOUTH STREAM. EXISTING WASTE WILL BE RELOCATED TO THE CURRENT LANDFILL DISPOSAL AREA. IT IS OUR UNDERSTANDING THAT THE WASTE IN THIS LOCATION OF THE CLOSED LANDFILL IS LAND CLEARING AND INERT DEBRIS, AS DEFINED BY NCDEQ SECTION 15A NCAC 13B .0563, AND THEREFORE WILL NOT POSE AN ENVIRONMENTAL THREAT WHEN DISTURBED.
10. THE EXISTING SITE ACCESS ROAD WILL NOT BE ALTERED AFTER THE FUTURE ACCESS ENTRANCE IS CONSTRUCTED. THE EXISTING SCALEHOUSE WILL BE RELOCATED TO THE NEW PROPOSED SITE ENTRANCE. THE EXISTING GATE AND SIGNAGE WILL BE USED TO RESTRICT ACCESS TO THE SITE ON HOLBROOKS ROAD. THE EXISTING ENTRANCE WILL BE LEFT AS IS TO ACCOMMODATE THE RARE MRF EQUIPMENT DELIVERY OR CELL TOWER MAINTENANCE ACTIVITY.

PROJECT TIMELINE

A PHASE-BY-PHASE APPROACH WILL BE IMPLEMENTED FOR THIS PROJECT CONSTRUCTION. A DETAILED PHASE-BY-PHASE APPROACH WILL BE PROVIDED IN THE EROSION CONTROL PLAN, BUT HAS BEEN SUMMARIZED FOR THE PURPOSES OF THIS SUBMITTAL.

PHASE 1
1. OBTAIN GRADING/EROSION CONTROL PLAN APPROVAL FROM TOWN OF HUNTERSVILLE.
2. SETUP ON-SITE PRECONSTRUCTION CONFERENCE WITH THE FOLLOWING DEPARTMENTS: TOWN OF HUNTERSVILLE EROSION CONTROL INSPECTOR, LAND DEVELOPMENT INSPECTOR, AND ZONING INSPECTOR. FAILURE TO SCHEDULE SUCH CONFERENCE 48 HOURS PRIOR TO ANY LAND DISTURBING ACTIVITY IS SUBJECT TO FINE.
3. INSTALL CONSTRUCTION ENTRANCES AND ROCK INLET PROTECTION.
4. INSTALL SILT FENCE AND CHECK DAMS. CLEAR TREES WHERE NEEDED.
5. FLAG LIMITS OF DISTURBANCE & INSTALL TREE PROTECTION FENCING AROUND LIMIT OF DISTURBANCE AND TREE PRESERVATION AREAS.
6. INSTALL SEDIMENT BASINS AND DIVERSIONS DITCHES.
7. SCHEDULE AN ON-SITE INSPECTION AND OBTAIN APPROVAL FROM INSPECTOR. UPON PERMIT ISSUANCE, BEGIN CLEARING AND GRUBBING OPERATIONS.
8. CONTINUE TO MAINTAIN ALL EROSION CONTROL DEVICES AND MEASURES DILIGENTLY.
9. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE N.C. EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, U.S. DEPT. OF AGRICULTURE, MECKLENBURG COUNTY EROSION CONTROL ORDINANCE, TOWN OF HUNTERSVILLE EROSION CONTROL STANDARDS, AND THE CHARLOTTE-MECKLENBURG LAND DEVELOPMENT STANDARDS.
10. ESTABLISH THE STOCKPILE AREA WITH ITS SILT FENCE, PERIMETER CHANNELS AND BASINS.
11. DRILL AND BLAST FOR THE SOUTH CUT.
12. ESTABLISH VEGETATIVE STABILIZATION ON CUT SLOPES AND FILL SLOPES.

PHASE 2
1. CONSTRUCT THE HAUL ROAD. EXTEND THE EXISTING CULVERT UNDER THE SOUTH END OF ROAD. INSTALL CULVERT UNDER THE NORTH END OF ROAD.
2. EXCAVATE THE SOUTHERN PORTION OF THE SOUTH CUT AND HAUL SOIL AND ROCK TO STOCKPILE AREA.
3. ESTABLISH VEGETATIVE STABILIZATION ON CUT SLOPES.
4. DRILL AND BLAST THE NORTH CUT.

PHASE 3
1. EXCAVATE THE NORTHERN PORTION OF THE SOUTH CUT AND HAUL SOIL AND ROCK TO STOCKPILE AREA.
2. USE BLASTED ROCK TO LINE THE SOIL PORTIONS OF THE FLOOR OF THE SOUTH CUT.
3. EXCAVATE THE SOUTHERN PORTION OF THE NORTH CUT AND HAUL SOIL AND ROCK TO STOCKPILE AREA.
4. ESTABLISH VEGETATIVE STABILIZATION ON CUT SLOPES.

PHASE 4
1. EXCAVATE THE NORTHERN PORTION OF THE NORTH CUT AND HAUL SOIL AND ROCK TO STOCKPILE AREA.
2. USE BLASTED ROCK TO LINE THE SOIL PORTIONS OF THE FLOOR OF THE NORTH CUT.

PHASE 5
1. ESTABLISH VEGETATIVE STABILIZATION ON FILL SLOPES.
2. COORDINATE WITH EROSION CONTROL INSPECTOR PRIOR TO REMOVAL OF EROSION CONTROL MEASURES.
3. DECOMMISSION THE EXISTING CULVERT UNDER THE LANDFILL.
4. AT TIE-IN AREAS, ESTABLISH RIPARIAN PLANTINGS PER THE PLANTING PLAN.

AFTER THE STREAM CUTS HAVE BEEN CONSTRUCTED, THE PROJECT FOCUS WILL SHIFT TO THE INFILL 2 EXPANSION CONSTRUCTION. THIS PART OF THE PROJECT WILL INCLUDE, CLEARING AND GRUBBING, GRADING, STORMWATER MANAGEMENT, AND INSTALLING THE GEOSYNTHETIC LINER.

EXCELLENCE IN DESIGN NOTES

1. SUBTITLE D COMPOSITE LINER SYSTEM MINIMIZES FUTURE IMPACTS TO PUBLIC HEALTH AND THE ENVIRONMENT AS WELL AS REDUCING POTENTIAL IMPACTS TO GROUNDWATER (SEE DRAWING SP101 FOR HIGHLIGHTED BASE LINER SYSTEM). LINER INSTALLATION IS VOLUNTARY AND NOT A REQUIREMENT PER NCDEQ SOLID WASTE RULES FOR THIS LANDFILL.
2. A PROPOSED ENGINEERED UNDERDRAIN SYSTEM WILL BE DESIGNED TO CAPTURE EXISTING STREAM BED FLOW FROM GROUNDWATER DISCHARGE AND OTHER CATCHMENT CONSIDERATIONS THROUGH THIS INFILL AREA. THIS UNDERDRAIN WILL DIRECT FLOW AND ALLOW FOR MONITORING UNDERNEATH THE INFILL 2 EXPANSION'S LINED AREA. THE UNDERDRAIN WILL INCLUDE A CLEANOUT ON THE UPSTREAM SIDE FOR FUTURE ACCESS IF NECESSARY (SEE DRAWING SP100 & SP101). UNDERDRAIN INSTALLATION IS VOLUNTARY AND NOT A REQUIREMENT PER NCDEQ SOLID WASTE RULES FOR THIS LANDFILL.
3. THE DESIGN PROVIDES FOR APPROXIMATELY 640 FEET BETWEEN THE LIMITS OF WASTE AND THE PROPERTY LINE FOR INCREASED MONITORABILITY AND DESIGN ENHANCEMENTS. THIS EXCEEDS NCDEQ SOLID WASTE RULES REQUIREMENT FOR A 200 FOOT PROPERTY LINE BUFFER.
4. THE PROPOSED 640 FOOT PROPERTY LINE BUFFER WILL PROVIDE A MUCH GREATER BUFFER THAN THE 200-FT REQUIREMENT AND WILL MONITOR AND CAPTURE POTENTIAL FUTURE CONSTITUENTS OF CONCERN, IF DETECTED.
5. ENHANCED MONITORING NETWORK: GROUNDWATER MONITORING WELL LAYOUT WILL BE REDESIGNED INTO A MORE REPRESENTATIVE MONITORING NETWORK. NEW WELLS WILL BE PROPOSED AND INSTALLED THAT ENSURE CONSISTENT COVERAGE IN TERMS OF SPACING, DISTANCE FROM WASTE, AND CONSTRUCTION. SOME OF THE EXISTING WELLS WILL BE ABANDONED. THE MAJORITY OF THESE WELLS ARE NOT NEEDED FOR SEMI-ANNUAL MONITORING AS THEY ARE NOT LOCATED IN A DOWNGRADIENT REGULATORY MONITORING BUFFER ZONE.
6. MONITORING WELLS LOCATED ALONG THE INFILL EXPANSION AREA WILL REMAIN IN PLACE UNTIL SPECIFIC PHASES OF THE PROJECT REQUIRE THEIR PROPER ABANDONMENT, LIMITING REMOVAL AND ASSOCIATED IMPACT UNTIL NECESSARY.
7. SLOW GROUNDWATER INFLOW PERMEABILITY: AN EXISTING GROUNDWATER FLOWRATE OF APPROXIMATELY <10 FEET PER YEAR IN INFILL 2 EXPANSION AREA WITH APPROXIMATELY 640 FEET OF LINEAR DISTANCE FROM LIMITS OF WASTE TO THE PROPERTY LINE PROVIDES A LARGE AND SUITABLE AREA FOR MONITORING AND CAPTURE/REMEDIATION OF ANY FUTURE CONSTITUENTS OF CONCERN.
8. THE DESIGN PROPOSES CONSTRUCTION OF APPROXIMATELY 3,950 LINEAR FEET OF NEW STREAM CHANNEL AND ASSOCIATED NEW SWIM BUFFER AREA THAT FAR EXCEEDS THE PROPOSED STREAM CHANNEL IMPACTS OF 1,445 LINEAR FEET. THIS RESULTS IN THE CREATION OF ADDITIONAL AQUATIC HABITAT AND AN IMPROVEMENT OF EXISTING CONDITIONS.
9. AN ADDITIONAL 1,740 LINEAR FEET OF THE 10-FOOT GREENWAY IS TO BE CONSTRUCTED ALONG HOLBROOKS ROAD.

MITIGATION NOTES

1. ABANDONMENT OF THE EXISTING PIPES UNDERNEATH INFILL 1: MINIMIZES FUTURE IMPACTS TO PUBLIC HEALTH AND THE ENVIRONMENT AND PROVIDES REDUNDANCY FOR THE EXISTING STREAM THAT FLOWS THROUGH THE LANDFILL (SEE DRAWING SP100 & SP101).
2. SWIM BUFFER/ECOLOGICAL IMPROVEMENTS: PROJECT INCLUDES INCREASING THE LENGTH OF STREAM AND ASSOCIATED SWIM BUFFER AREAS (FROM APPROXIMATELY 1,445 FEET OF EXISTING SWIM BUFFER LENGTH TO APPROXIMATELY 3,950 FEET OF SWIM BUFFER LENGTH POST-CONSTRUCTION) ALONG THE STREAM RELOCATION PROJECT AND REPLACING EXISTING LOW QUALITY STREAM BETWEEN TWO LANDFILLS WITH AN ENGINEERED REALIGNED STREAM WITH ECOLOGICAL UPLIFT. MECKLENBURG COUNTY STORMWATER HAS BEEN CONSULTED ON THE PROPOSED STREAM DESIGN AND BASED ON THEIR FEEDBACK, RIFFLE POOLS, ROCK DROPS, AND OTHER DESIGNED ECOLOGICAL FEATURES HAVE BEEN ADDED TO THE PROJECT (SEE DRAWING SP104).
3. LOCAL STAKEHOLDERS SUPPORT: USACE (404 APPROVAL), CATAWBA RIVERKEEPERS (LETTER OF SUPPORT), NCDEQ WATER QUALITY DIVISION (401 APPROVAL) AND MECKLENBURG COUNTY STORMWATER (EMAIL FROM WATER QUALITY DIRECTOR IN SUPPORT OF SWIM BUFFER ENHANCEMENT AND STREAM RELOCATION ENHANCEMENTS) HAVE EXPRESSED SUPPORT FOR THIS PLAN BASED ON IMPROVEMENTS TO ECOLOGICAL/AQUATIC HABITAT AND HYDROLOGIC SYSTEMS.

PROPOSED USES

- CONSTRUCTION AND DEMOLITION LANDFILL
- RECYCLING CENTER
- COMMERCIAL COMMUNICATION TOWER

MODIFICATIONS

1. SWIM BUFFERS DISTURBANCE
2. LANDFILL CONSTRUCTED IN SWIM BUFFER PER ARTICLE 9
3. 80-FT VEGETATIVE BUFFER DISTURBANCE
4. FENCING MODIFICATION
5. 100-FT UNDISTRIBUTED BUFFER DISTURBANCE

ORDINANCE MODIFICATION TABLE (REFER TO SHEET SP104)

NUMBER	STATUS	MODIFICATION
1	PREVIOUSLY APPROVED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 11.4.7.I FOR 80' VEGETATED BUFFER. NEED TO PRESERVE ACCESS TO EXISTING ACCESS ROAD AND STRUCTURES. VEGETATION PLANTED ACCORDING TO THE APPROVED PLANTING PLAN IN THE GREENWAY RECYCLING OF NORTH MECK, LLC MATERIALS RECOVERY FACILITY (MRF) LAND DEVELOPMENT PACKAGE DATED OCTOBER 2019. ADDITIONAL PLANTING TO OCCUR TO REFRESH THE TREES THAT DID NOT SURVIVE INITIAL PLANTING.
2	PREVIOUSLY APPROVED	PROPOSED PLANTING AREA WITHIN 80' BUFFER PER ORD. SEC. 7.5.3 (CREATE OPAQUE BUFFER PER APPROVED CONDITION)
3	PREVIOUSLY APPROVED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 11.4.7.I FOR 80' VEGETATED BUFFER. NO VEGETATION PROVIDED IN THIS AREA AS PLANTINGS ARE RESTRICTED IN ELECTRICAL AND GAS PIPELINE EASEMENT. EXISTING VEGETATION CREATES AN OPAQUE BUFFER AND PROVIDES SCREENING.
4	PREVIOUSLY APPROVED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 11.4.7.I FOR 80' VEGETATED BUFFER. NEED TO PRESERVE ACCESS TO EXISTING MONITORING WELLS. EXISTING VEGETATION IN THIS AREA CREATES AN OPAQUE BUFFER AND PROVIDES SCREENING.
5	PREVIOUSLY APPROVED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 11.4.7.I FOR 80' VEGETATED BUFFER. NEED TO PRESERVE ACCESS TO EXISTING STORMWATER MANAGEMENT AREA. EXISTING VEGETATION IN THIS AREA CREATES AN OPAQUE BUFFER AND PROVIDES SCREENING.
6	PROPOSED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 11.4.7.I FOR 80' VEGETATED BUFFER. NEED TO PRESERVE ACCESS TO EXISTING STORMWATER MANAGEMENT AREA. INSTALL 1 ROW OF LEYLAND CYPRESS, ARBORVITAE, OR EQUIVALENT EVERGREEN ALONG PROPERTY LINE TO CREATE AN OPAQUE BUFFER.
7	PROPOSED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 9.23.2(e). CLEARING FOR CHARLOTTE WATER SEWER LINE EASEMENT BY OTHERS, NO PLANTING PERMITTED IN THIS EASEMENT.
8	PREVIOUSLY APPROVED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 11.4.7.I FOR 80' VEGETATED BUFFER. NEED TO PRESERVE ACCESS TO EXISTING MONITORING WELLS. EXISTING VEGETATION IN THIS AREA CREATES AN OPAQUE BUFFER AND PROVIDES SCREENING.
9	PROPOSED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 11.4.7.I FOR 80' VEGETATED BUFFER TO CONSTRUCT NEW STREAM CHANNEL. PLANT 2 ROWS OF LEYLAND CYPRESS, ARBORVITAE, OR EQUIVALENT EVERGREEN ALONG TOP OF BANK OF NEW STREAM TO CREATE AN OPAQUE BUFFER.
10	PROPOSED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 11.4.7.I FOR 80' VEGETATED BUFFER. INSTALL 2 ROWS OF LEYLAND CYPRESS, ARBORVITAE, OR EQUIVALENT EVERGREEN ALONG PROPERTY LINE TO CREATE AN OPAQUE BUFFER.
11	PROPOSED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 11.4.7.I FOR 80' VEGETATED BUFFER DUE TO CELL TOWER ACCESS ROAD. EXISTING VEGETATION IN THIS AREA CREATES AN OPAQUE BUFFER.
12	PROPOSED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 11.4.7.I FOR 80' VEGETATED BUFFER. MAINTAIN THREE ROWS OF EXISTING EVERGREEN TREES ALONG HOLBROOKS ROAD.
13	PROPOSED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 11.4.7.I FOR 80' VEGETATED BUFFER. EXISTING VEGETATION IN THIS AREA CREATES AN OPAQUE BUFFER ALONG HOLBROOKS ROAD. TEMPORARY STREAM RELOCATION SOIL STOCKPILE TO BE MODIFIED TO NO LONGER ENCROACH ON 80' BUFFER WHEN FUTURE RESIDENTIAL DEVELOPMENT IS CONSTRUCTED.
14 (NOT LABELED ON SHEET)	PROPOSED	REQUESTING MODIFICATION OF ORDINANCE STANDARD ARTICLE 9.23.2.e. THE DISTANCE, TERRAIN, AND STREAM BANKS PREVENT VEHICULAR AND PEDESTRIAN ACCESS ELIMINATING THE NEED FOR FENCING WHERE IT IS NOT SHOWN ON THE PLAN. ADDITIONAL FENCE AROUND THE SITE WOULD NEGATIVELY IMPACT NATURAL WILDLIFE AS WELL.

LANDFILL OPERATIONS EXISTING VS PROPOSED COMPARISON

PERMITTED LANDFILL REQUIREMENTS (NO INFILL 2 EXPANSION)	PROPOSED LANDFILL INFILL 2 EXPANSION
THE FOLLOWING INFORMATION BELOW HIGHLIGHTS THE REQUIRED NCDEQ CLOSURE CONDITIONS AT THE NORTH MECK LANDFILL IF THE INFILL 2 EXPANSION IS NOT CONSTRUCTED	THE FOLLOWING INFORMATION BELOW HIGHLIGHTS THE PROPOSED ABOVE AND BEYOND NCDEQ CLOSURE CONDITIONS AT THE NORTH MECK LANDFILL IF THE INFILL 2 EXPANSION IS CONSTRUCTED
1. INSTALL A 18-INCH CAP SYSTEM WITH A PERMEABILITY NO GREATER THAN 1.0 X 10^-5 CM/SEC. 2. INSTALL A 18-IN EROSION LAYER TO PROMOTE NATIVE PLANT GROWTH 3. INSTALLATION OF ADDITIONAL GAS COLLECTION OR VENTING SYSTEM 4. MAINTAINING THE CAP SYSTEM, MONITORING SURFACE WATER AND GROUNDWATER, AND MAINTAINING THE GAS MONITORING SYSTEM FOR A 30 YEAR PERIOD	1. DURING CONSTRUCTION, INSTALL A SUBTITLE D COMPOSITE GEOSYNTHETIC LINER 2. DURING CONSTRUCTION, INSTALL A ENGINEERED UNDERDRAIN AT THE BASE OF THE INFIL

NORTH

PARCEL 01910118 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR

PARCEL 01910117 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR AND SP(CD)

PARCEL 01910110 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR

PARCEL 01910115 GREENWAY WASTE SOLUTIONS, LLC DEED BOOK 30832 PAGE 937 ZONING: TR

VERMILLION SUBDIVISION

TO REMAIN NR/TR ALONG HOLBROOKS ROAD

APPROXIMATE FUTURE RESIDENTIAL DEVELOPMENT BOUNDARY

10-FT WIDE SIDEWALK TO BE CONSTRUCTED AFTER RECEIPT OF PERMIT TO CONSTRUCT (PTC)

PARCEL 01910114 GREENWAY WASTE SOLUTIONS, LLC DEED BOOK 30832 PAGE 937 ZONING: NR

PARCEL 01910111 GREENWAY RECYCLING AT NORTH MECK, LLC DEED BOOK 37057 PAGE 757 ZONING: NR

PARCEL 01910112 GREENWAY RECYCLING AT NORTH MECK, LLC DEED BOOK 37057 PAGE 757 ZONING: NR

PARCEL 01910119 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 37057 PAGE 757 ZONING: NR

PARCEL 01910113 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR AND SP(CD)

PARCEL 01910109 GREENWAY RECYCLING AT NORTH MECK, LLC DEED BOOK 37057 PAGE 769 ZONING: SP-CD

DAVID B. WAYMER AEROMODELLER PARK

HOLBROOKS ROAD

EXISTING LANDFILL ENTRANCE WILL REMAIN OPEN FOR CELL TOWER ACCESS AND 311 PURPOSES.

ACCESS WILL BE RESTRICTED BY EXISTING LANDFILL GATE AND SIGNAGE.

LANDFILL TRAFFIC WILL UTILIZE NEW SCALEHOUSE ENTRANCE UPON ISSUANCE OF INFILL II EXPANSION PERMIT TO OPERATE BY NCDEQ.

EXISTING SCALE HOUSE ENTRY ROAD, AND PARKING

PARCEL 01937103 MECKLENBURG COUNTY DEED BOOK 32122 PAGE 978

EXISTING 70' COLONIAL PIPELINE GAS LINE EASEMENT

PARCEL 01919106 MECKLENBURG COUNTY DEED BOOK 7969 PAGE 636

EXISTING MATERIALS RECYCLING FACILITY

PARCEL 01919108 MECKLENBURG COUNTY DEED BOOK 12802 PAGE 807

EXISTING ZONING BOUNDARY

EXISTING ON-SITE ROAD

PROPOSED ZONING BOUNDARY

PROPOSED CELL TOWER (BY OTHERS)

POST-CONSTRUCTION BUFFER TO BE REVEGETATED

PROPOSED STREAM GRADING STOCKPILE AREA

TEMPORARY ACCESS TO CELL TOWER SITE, WILL BE REMOVED FOR STREAM CONSTRUCTION.

PROPOSED ROCK EXCAVATION - TOP OF BANK

PARCEL 01910105 C&D MANAGEMENT COMPANY LLC DEED BOOK 25629 PAGE 675 ZONING: NR

PARCEL 01910116 GREENWAY WASTE SOLUTIONS LLC DEED BOOK 32613 PAGE 311 ZONING: NR

EXPANSION AREA 2 PHASE 1, 2 AND 3 ACTIVE C&D LANDFILL CELLS

GREENWAY WASTE SOLUTIONS OWNED PROPERTY ACREAGE: 264.6 AC
SPECIAL USE PERMIT ACREAGE: 220.8 AC
CURRENT ZONING: SP-CD
CURRENT USE: C&D LANDFILL AND RECYCLING CENTER
PROPOSED ZONING: SP-CD
PROPOSED USE: C&D LANDFILL AND RECYCLING CENTER

PROPOSED CULVERT FOR ACCESS TO SOIL STOCKPILE

PROPOSED INFILL II FINAL COVER EL 865

EXISTING DOUBLE CULVERT TO BE FILLED AND ABANDONED IN PLACE

INFILL EXPANSION AREA ACTIVE C&D LANDFILL CELLS

PARCEL 01910102 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 37057 PAGE 771

EXISTING EXPANSION AREA 1 CLOSED C&D LANDFILL CELLS

PROPOSED INFILL II EXPANSION

FEMA FLOODWAY

PARCEL 01919102 MECKLENBURG COUNTY DEED BOOK 18631 PAGE 428

CANE CREEK

FEMA 100-YR FLOODPLAIN

EXISTING SWIM BUFFERS TO REMAIN

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

PARCEL 01930104 ARNOLD W. JOHNSTON DEED BOOK 2313 PAGE 253

EXISTING 70' COLONIAL PIPELINE GAS LINE EASEMENT

PROPOSED SCALEHOUSE AND FUTURE ACCESS ROAD

PROPOSED FENCE AND ACCESS GATE

TERRAIN ASSOCIATED WITH STREAM BANKS WILL PROVIDE SUFFICIENT DETERRENT FOR SITE SECURITY PURPOSES.

ACCESS ROAD TO CONNECT TO FUTURE INDUSTRIAL DEVELOPMENT

MAKE CONNECTION UPON ISSUANCE OF INFILL II EXPANSION PERMIT TO OPERATE BY NCDEQ

ANTICIPATED CONSTRUCTION: FALL 2026

EXISTING SWIM BUFFERS TO BE DISTURBED

PROPOSED ACCESS ROAD CULVERT

EXISTING PARCEL BOUNDARY

EXISTING CLOSED PHASE 1 C&D LANDFILL

EXISTING ON-SITE ROAD

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

EXISTING WASTE TO BE RELOCATED PER ENGINEERING PLANS

PARCEL 01934108 WILLIAM W. & CAMPBELL W. HAMMILL DEED BOOK 35040 PAGE 820

PARCEL 01934118 TRAILS END HOLDINGS LLC DEED BOOK 37057 PAGE 773 ZONING: TR

30' CHARLOTTE WATER SEWER FM EASEMENT

25' SANITARY SEWER EASEMENT

PARCEL 01930105 LINDA MESTER LONG DEED BOOK 6116 PAGE 663

PARCEL 01930106 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 30462 PAGE 436 ZONING: CB

PROPOSED ROCK EXCAVATION - TOP OF BANK

PARCEL 01934105 MICHAEL L. & TRACY W. TINSLEY DEED BOOK 7693 PAGE 262 TRACT 3 MAP BOOK 25 PAGE 912

PARCEL 01934104 JOHNSIE H. BALDSON DEED BOOK 2203 PAGE 175

PROPOSED DRIVEWAY CULVERT

PROPOSED STREAM RELOCATION ALIGNMENT CONNECTION TO CANE CREEK

APPROXIMATE LOCATION OF PROPOSED VERHOEFF DRIVE EXTENSION (RESERVED)

Vicinity Map Not to Scale
Interstate 77 · Vermont Drive · Old Statesville Road · Hunterseille Road · Mt. Holly Statesville Road · N. Church St · Holbrooks Rd · Site

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II EXPANSION AREA
- PROPOSED STREAM GRADING STOCKPILE AREA
- DELINEATED WETLANDS (SEE NOTE #4)
- PROPOSED TOP OF ROCK
- BUILT UPON AREA
- EXISTING SWIM BUFFERS TO REMAIN
- EXISTING SWIM BUFFERS TO BE DISTURBED
- EXISTING SWIM BUFFERS TO BE REMOVED
- REQUIRED SWIM BUFFERS TO BE CONSTRUCTED
- EXISTING WASTE FROM CLOSED PHASE 1 C&D LANDFILL TO BE RELOCATED
- FUTURE RESIDENTIAL DEVELOPMENT
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- FEMA 100-YEAR FLOOD PLAIN
- FEMA FLOODWAY
- EXISTING PARCEL BOUNDARY
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING LIMIT OF WASTE
- EXISTING UNDERGROUND SANITARY SEWER FORCE MAIN
- EXISTING UNDERGROUND CHARLOTTE WATER SEWER FORCE MAIN
- EXISTING EASEMENT
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED STREAM RELOCATION CENTERLINE
- PROPOSED LIMIT OF DISTURBANCE
- PROPOSED LIMIT OF STREAM CHANNEL
- EXISTING ZONING BOUNDARY
- PROPOSED STRUCTURE
- PROPOSED UNPAVED ROADWAY
- PROPOSED ZONING BOUNDARY
- PROPOSED CULVERT
- PROPOSED FENCE
- PROPOSED GREENWAY/BIKE TRAIL
- PROPOSED UNDERDRAIN
- APPROXIMATE LOCATION OF LANDFILL POINT OF COMPLIANCE WELL
- PROPOSED NEW GW MONITORING WELL

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. STREAM AND WETLAND DELINEATIONS UPSTREAM AND WITHIN PROPERTY BOUNDARIES WERE CONDUCTED BY HART AND HICKMAN AND CEC BETWEEN APRIL AND JULY 2022.
4. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.
5. APPROXIMATE SANITARY SEWER AND CHARLOTTE WATER SEWER FORCE MAIN LOCATIONS ARE BASED ON FORCE MAIN PLAN AND PROFILE RECORD DRAWINGS, SHEET 01C114, BY CHARLOTTE WATER IN FEBRUARY 2025.
6. APPROXIMATE CELL TOWER LOCATION AND GRADING PROVIDED BY KIMLEY-HORN ON MAY 23, 2025 AND APRIL 30, 2025.

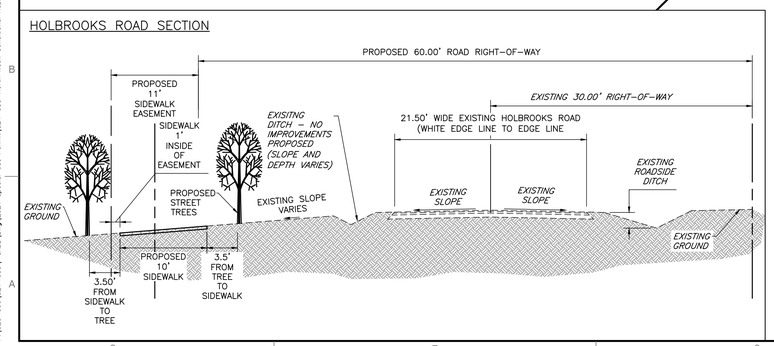
SWIM BUFFERS

LINEAR FEET OF EXISTING SWIM BUFFERS TO BE REMOVED = 1,445 FT

LINER FEET OF REQUIRED SWIM BUFFERS TO BE CONSTRUCTED = 3,950 FT

PARCEL CLASSIFICATION	
PARCEL ID	CLASSIFICATION
1910102	C&D LANDFILL
1910113	C&D LANDFILL
1910119	C&D LANDFILL
1910101	C&D LANDFILL
1910107	C&D LANDFILL
1910116	C&D LANDFILL
1010109	MRF
1930106	GREENWAY PROPERTY
1934118	TRAILS END HOLDING, LLC. PROPERTY

HOLBROOKS ROAD SECTION



NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

SCALE IN FEET
0 200 400

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWNS COMMENTS
2	09/10/25	2ND RESPONSE TO TOWNS COMMENTS
3	10/10/25	2ND RESPONSE TO TOWNS COMMENTS

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GREENWAY WASTE SOLUTIONS
AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

CONDITIONAL REZONING PLAN
SITE PLAN

DATE: OCTOBER 2025 | DRAWN BY: BML
DWG SCALE: 1"= 200' | CHECKED BY: TMG
PROJECT NO: 324-055
APPROVED BY: TMG

DRAWING NO.: SP100
SHEET 3 OF 9

P:\320-055\324-055\1-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Conditional Rezoning Permit.dwg[REZONING SITE PLAN (SP100)] (5)(10/10/2025 - 4:04pm) - LR 10/10/2025 2:57 PM

NORTH

PARCEL 01910118 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR

PARCEL 01910111 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR AND SP(CD)

PARCEL 01910110 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR

VERMILLION SUBDIVISION

PARCEL 01910115 GREENWAY WASTE SOLUTIONS, LLC DEED BOOK 30832 PAGE 937 ZONING: TR

PARCEL 01910114 GREENWAY WASTE SOLUTIONS, LLC DEED BOOK 30832 PAGE 937 ZONING: NR

GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: NR

PARCEL 01910101 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: NR

PARCEL 01910107 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: NR

PARCEL 01910113 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 26440 PAGE 914 ZONING: TR AND SP(CD)

PARCEL 01910116 GREENWAY WASTE SOLUTIONS LLC DEED BOOK 32813 PAGE 311 ZONING: NR

PARCEL 01910109 GREENWAY RECYCLING AT NORTH MECK, LLC DEED BOOK 37057 PAGE 789 ZONING: SP-CD

DAVID B. WAYMER AEROMODELLER PARK

HOLBROOKS ROAD

PARCEL 01837103 MECKLENBURG COUNTY DEED BOOK 32122 PAGE 978

PARCEL 01919106 MECKLENBURG COUNTY DEED BOOK 7969 PAGE 636

PARCEL 01919105 MECKLENBURG COUNTY DEED BOOK 12802 PAGE 807

EXISTING LANDFILL ENTRANCE WILL REMAIN OPEN FOR CELL TOWER ACCESS AND 311 PURPOSES.

ACCESS WILL BE RESTRICTED BY EXISTING LANDFILL GATE AND SIGNAGE.

LANDFILL TRAFFIC WILL UTILIZE NEW SCALEHOUSE ENTRANCE UPON ISSUANCE OF INFILL II EXPANSION PERMIT TO OPERATE BY NCDEQ.

EXISTING SCALE HOUSE ENTRY ROAD, AND PARKING

EXISTING 70' COLONIAL PIPELINE GAS LINE EASEMENT

EXISTING MATERIALS RECYCLING FACILITY

EXISTING ZONING BOUNDARY

EXISTING ON-SITE ROAD

PROPOSED PEAK ELEVATION AT ~820 FEET

PROPOSED CELL TOWER (BY OTHERS)

PROPOSED ZONING BOUNDARY

POST-CONSTRUCTION BUFFER TO BE REVEGETATED

PROPOSED STREAM GRADING STOCKPILE AREA

TEMPORARY ACCESS TO CELL TOWER SITE, WILL BE REMOVED FOR STREAM CONSTRUCTION.

PROPOSED ROCK EXCAVATION - TOP OF BANK

EXISTING TOP OF LANDFILL EXPANSION AREA GRADE AT EL. 842

EXPANSION AREA 2 PHASE 1, 2 AND 3 ACTIVE C&D LANDFILL CELLS

GREENWAY WASTE SOLUTIONS OWNED PROPERTY ACREAGE: 264.6 AC
SPECIAL USE PERMIT ACREAGE: 220.8 AC
CURRENT ZONING: SP-CD
CURRENT USE: C&D LANDFILL AND RECYCLING CENTER
PROPOSED ZONING: SP-CD
PROPOSED USE: C&D LANDFILL AND RECYCLING CENTER

PROPOSED PEAK ELEVATION AT 865 FEET

EXISTING DOUBLE CULVERT TO BE FILLED AND ABANDONED IN PLACE

INFILL EXPANSION AREA ACTIVE C&D LANDFILL CELLS

PROPOSED CULVERT FOR ACCESS TO SOIL STOCKPILE

PARCEL 01910102 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 37057 PAGE 771

PROPOSED INFILL II EXPANSION

EXISTING EXPANSION AREA 1 CLOSED C&D LANDFILL CELLS

PROPOSED GEOSYNTHETIC FINAL COVER PER NCDEQ STANDARDS

EXISTING CLOSED PHASE 1 C&D LANDFILL

EXISTING TOP OF CLOSED LANDFILL GRADE AT EL. 826

EXISTING ON-SITE ROAD

EXISTING WASTE TO BE RELOCATED PER ENGINEERING PLANS.

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

PROPOSED ROCK EXCAVATION - TOP OF BANK

PROPOSED GEOSYNTHETIC LINER PER NCDEQ STANDARDS

PROPOSED DRIVEWAY CULVERT

PROPOSED STREAM RELOCATION ALIGNMENT CONNECTION TO CANE CREEK

FEMA FLOODWAY

FEMA 100-YR FLOODPLAIN

CANE CREEK

~ 100-YR FLOODPLAIN -- FEMA FIRM PANELS 3710465000K AND 3710468000K EFFECTIVE NOVEMBER 16, 2018

EXISTING SWIM BUFFERS TO REMAIN

PARCEL 01919102 MECKLENBURG COUNTY DEED BOOK 19831 PAGE 428

PARCEL 01919121 MECKLENBURG COUNTY DEED BOOK 19831 PAGE 428

PARCEL 01918135 GREENWAY WASTE SOLUTIONS, LLC DEED BOOK 30832 PAGE 913

PARCEL 01918181 SWEETGRASS FARMS LLC DEED BOOK 37435 PAGE 1

PARCEL 01834108 WILLIAM W. & CAMPBELL W. HAWKE DEED BOOK 35040 PAGE 920

PARCEL 01834118 TRAILS END HOLDINGS LLC DEED BOOK 37057 PAGE 773 ZONING: TR

30' CHARLOTTE WATER SEWER FM EASEMENT

25' SANITARY SEWER EASEMENT

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

PARCEL 01930104 ARNOLD W. JOHNSTON DEED BOOK 2313 PAGE 253

EXISTING 70' COLONIAL PIPELINE GAS LINE EASEMENT

EXISTING SWIM BUFFERS TO BE DISTURBED

PROPOSED SCALEHOUSE AND FUTURE ACCESS ROAD

PROPOSED FENCE AND ACCESS GATE

TERRAIN ASSOCIATED WITH STREAM BANKS WILL PROVIDE SUFFICIENT DETERRENT FOR SITE SECURITY PURPOSES.

ACCESS ROAD TO CONNECT TO FUTURE INDUSTRIAL DEVELOPMENT

MAKE CONNECTION UPON ISSUANCE OF INFILL II EXPANSION PERMIT TO OPERATE BY NCDEQ

ANTICIPATED CONSTRUCTION: FALL 2026

PROPOSED ACCESS ROAD CULVERT

EXISTING PARCEL BOUNDARY

PROPOSED COMMERCE STATION INDUSTRIAL FACILITY (BY OTHERS)

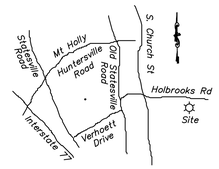
PARCEL 01930105 LINDA WESTER LONG DEED BOOK 6118 PAGE 863

PARCEL 01930106 GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC DEED BOOK 38463 PAGE 436 ZONING: CD

APPROXIMATE LOCATION OF PROPOSED VERMOUTH DRIVE EXTENSION (RESERVED)

PARCEL 01834105 MICHAEL L. & TRACY W. TINSLEY DEED BOOK 7093 PAGE 262 TRACT 3 MAP BOOK 25 PAGE 912

PARCEL 01834104 JOHNISE H. BAUSOM DEED BOOK 2203 PAGE 175



Vicinity Map Not to Scale

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II EXPANSION AREA
- DELINEATED WETLANDS (SEE NOTE #4)
- PROPOSED TOP OF ROCK
- PROPOSED GEOSYNTHETIC LINER
- PROPOSED GEOSYNTHETIC FINAL COVER CAP
- EXISTING SWIM BUFFERS TO REMAIN
- EXISTING SWIM BUFFERS TO BE DISTURBED
- EXISTING SWIM BUFFERS TO BE REMOVED
- REQUIRED SWIM BUFFERS TO BE CONSTRUCTED
- PROPOSED STREAM GRADING STOCKPILE AREA
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- FEMA 100-YEAR FLOOD PLAIN
- FEMA FLOODWAY
- EXISTING PARCEL BOUNDARY
- OH-E EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING LIMIT OF WASTE
- 790 EXISTING 10-FT CONTOUR
- EXISTING 2-FT CONTOUR
- SAN EXISTING UNDERGROUND SANITARY SEWER FORCE MAIN
- FM EXISTING UNDERGROUND CHARLOTTE WATER SEWER FORCE MAIN
- EXISTING EASEMENT
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED LIMIT OF DISTURBANCE
- PROPOSED STREAM RELOCATION CENTERLINE
- EXISTING ZONING BOUNDARY
- PROPOSED STRUCTURE
- PROPOSED UNPAVED ROADWAY
- 830 PROPOSED 10-FT CONTOUR
- PROPOSED ZONING BOUNDARY
- PROPOSED CULVERT
- PROPOSED FENCE
- UD PROPOSED UNDERDRAIN

LANDFILL CAPACITY AND ANTICIPATED LIFE

1. APPROXIMATE INFILL II AIRSPACE CAPACITY: 3.0 MILLION CUBIC YARDS.
2. BASED ON THE LATEST 2025 DATA, THE LANDFILL USED A VOLUME OF 108,000 CY ANNUALLY AND AVERAGE HISTORIC DENSITY OF 1,372 LB/CY. THEREFORE, THE INFILL II EXPANSION WILL PROVIDE APPROXIMATELY 40 YEARS OF ADDITIONAL LANDFILL LIFE AT THE SITE.

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. TOPOGRAPHIC INFORMATION WITHIN SITE PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. DATE OF FLYOVER JUNE 2, 2023.
4. STREAM AND WETLAND DELINEATIONS UPSTREAM AND WITHIN PROPERTY BOUNDARIES WERE CONDUCTED BY HART AND HICKMAN AND CEC BETWEEN APRIL AND JULY 2022.
5. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.
6. APPROXIMATE SANITARY SEWER AND CHARLOTTE WATER SEWER FORCE MAIN LOCATIONS ARE BASED ON FORCE MAIN PLAN AND PROFILE RECORD DRAWINGS, SHEET 01C114, BY CHARLOTTE WATER IN FEBRUARY 2025.
7. APPROXIMATE CELL TOWER LOCATION AND GRADING PROVIDED BY KIMLEY-HORN ON MAY 23, 2025 AND APRIL 30, 2025.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

SCALE IN FEET
0 200 400

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1.	07/15/25	1ST RESPONSE TO TOWN'S COMMENTS
2.	08/18/25	2ND RESPONSE TO TOWN'S COMMENTS
3.	10/10/25	3RD RESPONSE TO TOWN'S COMMENTS

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CEC Surveying and Landscape Architects of NC, PLLC

GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

CONDITIONAL REZONING PLAN
GRADING PLAN

DATE:	OCTOBER 2025
DWG SCALE:	1" = 200'
PROJECT NO:	324-055
DRAWN BY:	BWL
CHECKED BY:	TMG
APPROVED BY:	TMG

DRAWING NO.: **SP101**

SHEET 4 OF 9

P:\320-055\324-055-1-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Conditional Rezoning Permit.dwg[REZONING GRADING PLAN (SP101)] LS(10/10/2025 - 4:54pm) - LP: 10/10/2025 2:57 PM

NORTH

PREVIOUSLY APPROVED PLANTING PLAN AROUND MRF TO BE RESTORED TO PROPOSED CONDITIONS.

SEE MATERIALS RECOVERY FACILITY PLANTING PLAN ENLARGEMENT (SHEET SP102.1)

BUFFER AREA "C" (SEE ENLARGEMENT SHEET SP102.1)

SEE CELL TOWER TREE SURVEY ENLARGEMENT (SHEET SP102.1)

BUFFER AREA "HOUSE MITIGATION" (SEE ENLARGEMENT SHEET SP102.1)

BUFFER AREA "B" (SEE ENLARGEMENT SHEET SP102.1)

DAVID B. WAYMER AEROMODELLER PARK

EXISTING SCALE HOUSE ENTRY ROAD, AND PARKING

BUFFER AREA "A" (SEE ENLARGEMENT SHEET SP102.1)

HOLBROOKS ROAD

BUFFER AREA "D" (SEE ENLARGEMENT SHEET SP102.1)

EXISTING MATERIALS RECYCLING FACILITY

EXISTING ON-SITE ROAD

EXISTING PLATTED TREE SAVE AREA TO BE REMOVED

PROPOSED ZONING BOUNDARY

EXPANSION AREA 2 PHASE 1, 2 AND 3 ACTIVE C&D LANDFILL CELLS

GREENWAY WASTE SOLUTIONS OWNED PROPERTY ACREAGE: 264.6 AC
SPECIAL USE PERMIT ACREAGE: 220.8 AC
CURRENT ZONING: SP-CD
CURRENT USE: C&D LANDFILL AND RECYCLING CENTER
PROPOSED ZONING: SP-CD
PROPOSED USE: C&D LANDFILL AND RECYCLING CENTER

INFILL EXPANSION AREA ACTIVE C&D LANDFILL CELLS

EXISTING EXPANSION AREA 1 CLOSED C&D LANDFILL CELLS

PROPOSED INFILL II EXPANSION

EXISTING CLOSED PHASE 1 C&D LANDFILL

INFILL II EXPANSION AREA

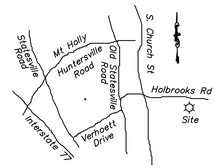
EXISTING ON-SITE ROAD

FEMA FLOODWAY

CANE CREEK

FEMA 100-YR FLOODPLAIN

APPROXIMATE LOCATION OF PROPOSED VEHICULAR DRIVE EXTENSION (RESERVED)



Vicinity Map Not to Scale

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II EXPANSION AREA
- DELINEATED WETLANDS (SEE NOTE #4)
- PROPOSED STREAM GRADING STOCKPILE AREA
- EXISTING TREES TO BE PRESERVED
- EXISTING TREES TO BE PRESERVED
- MATERIALS RECOVERY FACILITY PLANTING BUFFER AREA
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- FEMA 100-YEAR FLOOD PLAIN
- FEMA FLOODWAY
- EXISTING PARCEL BOUNDARY
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING LIMIT OF WASTE
- EXISTING PLATTED TREE SAVE AREA TO BE REMOVED
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED LIMIT OF DISTURBANCE
- PROPOSED STREAM RELOCATION CENTERLINE
- EXISTING ZONING BOUNDARY
- 830 PROPOSED 10-FT CONTOUR
- PROPOSED ZONING BOUNDARY
- PROPOSED TREE DRIP LINE + 5FT (PER SECTION 7.4.2.C IN THE ZONING ORDINANCES)
- PROPOSED GREENWAY/BIKE TRAIL

TREE LEGEND	SPECIMEN TREES
	HICKORY (HI)
	BIRCH (BI)
	SYCAMORE (SY)
	RED OAK (RO)
	ELM (EL)
	WHITE OAK (WO)
	SWEETGUM (SG)
	BEECH (BE)
	MAPLE (MA)
	POPLAR (PO)
	ASH (AS)
	CEDAR (CE)
	CHERRY (CH)
	PINE (PI)

NOTES

1. TREES IN RED DENOTE SPECIMEN TREES TO BE REMOVED
2. TREES IN GRAY DENOTE SPECIMEN TREES TO BE SAVED

TREE SAVE TABLE	
EXISTING SPECIMEN TREES ON-SITE (AS DEFINED IN ZO SECTION 12.2.1)	230
PROPOSED SPECIMEN TREES TO BE REMOVED	146
PROPOSED SPECIMEN TREES TO BE SAVED	84
PERCENTAGE OF TREES TO REMAIN	37%

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. STREAM AND WETLAND DELINEATIONS UPSTREAM AND WITHIN PROPERTY BOUNDARIES WERE CONDUCTED BY HART AND HICKMAN AND CEC BETWEEN APRIL AND JULY 2022.
4. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.
5. TREE SURVEY DATA PROVIDED BY PATTERSON LAND SURVEYING, PA FOR CELL TOWER AREA ON JANUARY 23, 2025 AND THE REMAINDER OF THE SITE ON JULY 7, 2025.
6. LANDSCAPE PLANTING PLAN AROUND MRF PROVIDED BY LANDWORKS DESIGN GROUP, PA ON JULY 9, 2025.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

SCALE IN FEET
0 200 400

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWNS COMMENTS
2	08/18/25	2ND RESPONSE TO TOWNS COMMENTS
3	10/10/25	2ND RESPONSE TO TOWNS COMMENTS

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CEC Surveying and Landscape Architects of NC, PLLC

GREENWAY WASTE SOLUTIONS
AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

CONDITIONAL REZONING PLAN
TREE PRESERVATION PLAN

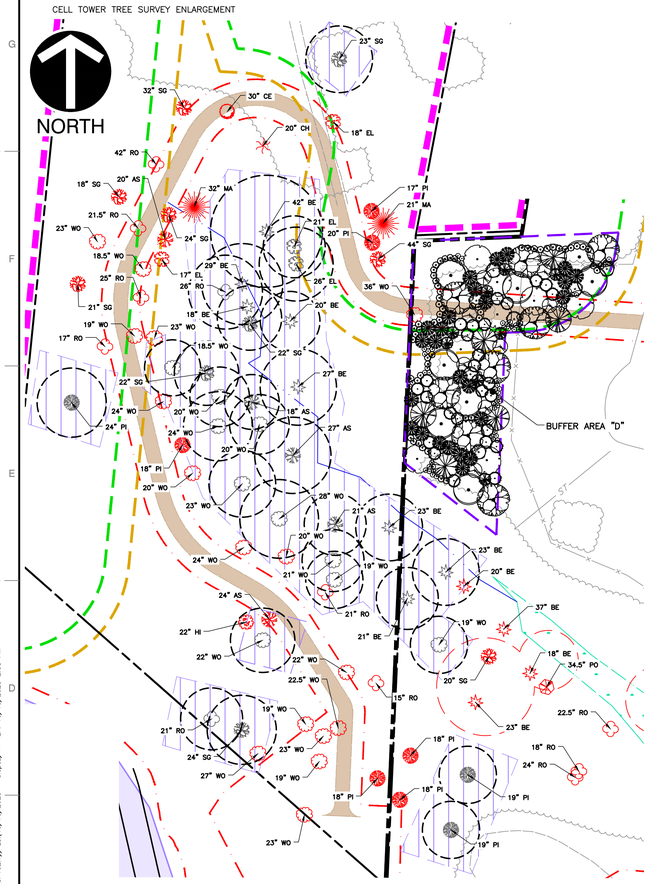
DATE: OCTOBER 2025
DWG SCALE: 1" = 200'
PROJECT NO.: 324-055
DRAWN BY: BML
CHECKED BY: TMG
APPROVED BY: TMG

DRAWING NO.: SP102

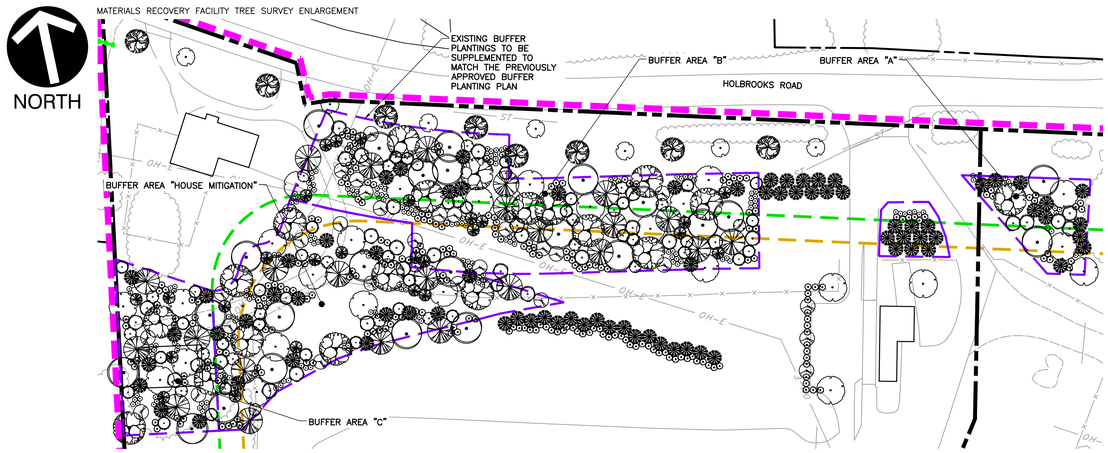
SHEET 5 OF 9

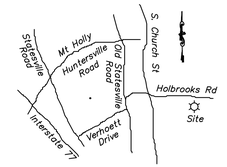
P:\200-000\324-055\-04\01\Dwg\2024 Special Use Permit\324-055-North Meck Conditional Rezoning Permit.dwg\REZONING TREE SURVEY PLAN (SP102)| LS(10/10/2025 - blank) - LP, 10/10/2025 2:58 PM

CELL TOWER TREE SURVEY ENLARGEMENT



MATERIALS RECOVERY FACILITY TREE SURVEY ENLARGEMENT





Vicinity Map Not to Scale

LEGEND

- EXISTING TREES TO BE PRESERVED
- MATERIALS RECOVERY FACILITY PLANTING BUFFER AREA
- EXISTING PARCEL BOUNDARY
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING PLATTED TREE SAVE AREA TO BE REMOVED
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED LIMIT OF DISTURBANCE
- EXISTING ZONING BOUNDARY
- PROPOSED ZONING BOUNDARY
- PROPOSED TREE DRIP LINE + 5FT (PER SECTION 7.4.2.C IN THE ZONING ORDINANCES)
- PROPOSED GREENWAY/BIKE TRAIL

PLANT LIST (BUFFER A):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
AR	2	Acer rubrum	Red Maple	2" caliper min., 8' ht. min.	B&B
LT	1	Liriodendron tulipifera	Tulip Poplar	2" caliper min., 8' ht. min.	B&B
QP	3	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
TREES (LARGE MATURING – EVERGREEN):					
TG	21	Thuja 'Green Giant'	Green Giant Arborvitae	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CF	5	Cornus florida	Flowering Dogwood	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
AG	21	Abelia grandiflora	Glossy Abelia	3' ht. min.	5' O.C.
IC	20	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (BUFFER B):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
AR	11	Acer rubrum	Red Maple	2" caliper min., 8' ht. min.	B&B
LT	9	Liriodendron tulipifera	Tulip Poplar	2" caliper min., 8' ht. min.	B&B
QP	9	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
QR	12	Quercus rubra maxima	Eastern Red Oak	2" caliper min., 8' ht. min.	B&B
TREES (LARGE MATURING – EVERGREEN):					
TG	20	Thuja 'Green Giant'	Green Giant Arborvitae	2" caliper min., 8' ht. min.	B&B
IS	11	Ilex x attenuata 'Savannah'	Savannah Holly	2" caliper min., 8' ht. min.	B&B
JV	19	Juniperus virginiana	Eastern Red Cedar	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CC	14	Cercis canadensis	Eastern Redbud	2" caliper min., 8' ht. min.	B&B
CF	15	Cornus florida	Flowering Dogwood	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – EVERGREEN):					
IF	14	Ilex x attenuata 'Foster'	Foster Holly	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
AG	85	Abelia grandiflora	Glossy Abelia	3' ht. min.	5' O.C.
IC	82	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (BUFFER C):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
AR	3	Acer rubrum	Red Maple	2" caliper min., 8' ht. min.	B&B
LT	3	Liriodendron tulipifera	Tulip Poplar	2" caliper min., 8' ht. min.	B&B
QP	4	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
QR	4	Quercus rubra maxima	Eastern Red Oak	2" caliper min., 8' ht. min.	B&B
TREES (LARGE MATURING – EVERGREEN):					
TG	7	Thuja 'Green Giant'	Green Giant Arborvitae	2" caliper min., 8' ht. min.	B&B
IS	4	Ilex x attenuata 'Savannah'	Savannah Holly	2" caliper min., 8' ht. min.	B&B
JV	7	Juniperus virginiana	Eastern Red Cedar	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CC	3	Cercis canadensis	Eastern Redbud	2" caliper min., 8' ht. min.	B&B
CF	4	Cornus florida	Flowering Dogwood	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – EVERGREEN):					
IF	4	Ilex x attenuata 'Foster'	Foster Holly	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
AG	27	Abelia grandiflora	Glossy Abelia	3' ht. min.	5' O.C.
IC	26	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (BUFFER D):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
AR	8	Acer rubrum	Red Maple	2" caliper min., 8' ht. min.	B&B
LT	8	Liriodendron tulipifera	Tulip Poplar	2" caliper min., 8' ht. min.	B&B
QP	8	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
QR	6	Quercus rubra maxima	Eastern Red Oak	2" caliper min., 8' ht. min.	B&B
TREES (LARGE MATURING – EVERGREEN):					
TG	25	Thuja 'Green Giant'	Green Giant Arborvitae	2" caliper min., 8' ht. min.	B&B
JV	13	Juniperus virginiana	Eastern Red Cedar	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CC	8	Cercis canadensis	Eastern Redbud	2" caliper min., 8' ht. min.	B&B
CF	7	Cornus florida	Flowering Dogwood	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – EVERGREEN):					
IF	8	Ilex x attenuata 'Foster'	Foster Holly	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
AG	57	Abelia grandiflora	Glossy Abelia	3' ht. min.	5' O.C.
IC	57	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (BUFFER EXISTING HOUSE MITIGATION):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
AR	8	Acer rubrum	Red Maple	2" caliper min., 8' ht. min.	B&B
LT	6	Liriodendron tulipifera	Tulip Poplar	2" caliper min., 8' ht. min.	B&B
QP	8	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
QR	8	Quercus rubra maxima	Eastern Red Oak	2" caliper min., 8' ht. min.	B&B
TREES (LARGE MATURING – EVERGREEN):					
TG	14	Thuja 'Green Giant'	Green Giant Arborvitae	2" caliper min., 8' ht. min.	B&B
IS	7	Ilex x attenuata 'Savannah'	Savannah Holly	2" caliper min., 8' ht. min.	B&B
JV	14	Juniperus virginiana	Eastern Red Cedar	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CC	9	Cercis canadensis	Eastern Redbud	2" caliper min., 8' ht. min.	B&B
CF	8	Cornus florida	Flowering Dogwood	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – EVERGREEN):					
IF	8	Ilex x attenuata 'Foster'	Foster Holly	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
AG	58	Abelia grandiflora	Glossy Abelia	3' ht. min.	5' O.C.
IC	54	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (PARKING LOT):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
QP	2	Quercus phellos	Willow Oak	2" caliper min., 8' ht. min.	B&B
TREES (SMALL MATURING – DECIDUOUS):					
CC	3	Cercis canadensis	Eastern Redbud	2" caliper min., 8' ht. min.	B&B
SHRUBS:					
IC	18	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3' ht. min.	5' O.C.

PLANT LIST (PERIMETER STREETSCAPE):

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES (LARGE MATURING – DECIDUOUS):					
QF	7	Quercus falcata	Southern Red Oak	2" caliper min., 8' ht. min.	B&B
TD	8	Taxodium distichum	Bald Cypress	2" caliper min., 8' ht. min.	B&B

TREE LEGEND — SPECIMEN TREES

- HICKORY (HI)
- BIRCH (BI)
- SYCAMORE (SY)
- RED OAK (RO)
- ELM (EL)
- WHITE OAK (WO)
- SWEETGUM (SG)
- BEECH (BE)
- MAPLE (MA)
- POPLAR (PO)
- ASH (AS)
- CEDAR (CE)
- CHERRY (CH)
- PINE (PI)

NOTES

1. TREES IN RED DENOTE SPECIMEN TREES TO BE REMOVED
2. TREES IN GRAY DENOTE SPECIMEN TREES TO BE SAVED

TREE SAVE TABLE	
EXISTING SPECIMEN TREES ON-SITE (AS DEFINED IN ZO SECTION 12.2.1)	230
PROPOSED SPECIMEN TREES TO BE REMOVED	146
PROPOSED SPECIMEN TREES TO BE SAVED	84
PERCENTAGE OF TREES TO REMAIN	37%

REFERENCES

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2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. TREE SURVEY DATA PROVIDED BY PATTERSON LAND SURVEYING, PA FOR CELL TOWER AREA ON JANUARY 23, 2025 AND THE REMAINDER OF THE SITE ON JULY 7, 2025.
4. LANDSCAPE PLANTING PLAN AROUND MRF PROVIDED BY LANDWORKS DESIGN GROUP, PA ON JULY 9, 2025.

SCALE IN FEET
0 60 120

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWN'S COMMENTS
2	08/15/25	2ND RESPONSE TO TOWN'S COMMENTS
3	10/15/25	3RD RESPONSE TO TOWN'S COMMENTS

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15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

CONDITIONAL REZONING PLAN
TREE PRESERVATION PLAN ENLARGEMENT

DATE:	OCTOBER 2025
DWG SCALE:	1" = 60'
PROJECT NO.	324-055
DRAWN BY:	BML
CHECKED BY:	TMG
APPROVED BY:	TMG

DRAWING NO.: **SP102.1**
SHEET 6 OF 9

P:\320-000\324-055\-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Conditional Rezoning Permit.dwg\REZONING TREE SURVEY PLAN (SP102.1)\ LS (10/10/2025 - blake) - LP: 10/10/2025 2:58 PM

NORTH

PARCEL 01910118
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR

PARCEL 01910111
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR AND SP(CD)

PARCEL 01910110
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR

PARCEL 01910115
GREENWAY WASTE SOLUTIONS, LLC
DEED BOOK 30832 PAGE 937
ZONING: TR

VERMILLION SUBDIVISION

DAVID B. WAYMER AEROMODELLER PARK

HOLBROOKS ROAD

EXISTING SCALE HOUSE ENTRY ROAD, AND PARKING

PARCEL 01937103
MECKLENBURG COUNTY
DEED BOOK 32122 PAGE 978

PARCEL 01919106
MECKLENBURG COUNTY
DEED BOOK 7969 PAGE 636

PARCEL 01919105
MECKLENBURG COUNTY
DEED BOOK 12802 PAGE 807

PARCEL 01910114
GREENWAY WASTE SOLUTIONS, LLC
DEED BOOK 30832 PAGE 937
ZONING: NR

PARCEL 01910107
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 32813 PAGE 775
ZONING: NR

PARCEL 01910101
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 32813 PAGE 257
ZONING: NR

PARCEL 01910112
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 32813 PAGE 775
ZONING: NR

PARCEL 01910113
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 26440 PAGE 914
ZONING: TR AND SP(CD)

PARCEL 01910109
GREENWAY RECYCLING AT NORTH MECK, LLC
DEED BOOK 37057 PAGE 789
ZONING: SP-CD

EXISTING MATERIALS RECYCLING FACILITY

EXISTING ON-SITE ROAD

PROPOSED ZONING BOUNDARY

PROPOSED ROCK EXCAVATION – TOP OF BANK

PARCEL 01910116
GREENWAY WASTE SOLUTIONS LLC
DEED BOOK 32813 PAGE 311
ZONING: NR

EXPANSION AREA 2
PHASE 1, 2 AND 3
ACTIVE C&D LANDFILL
CELLS

GREENWAY WASTE SOLUTIONS OWNED PROPERTY ACREAGE: 264.6 AC
SPECIAL USE PERMIT ACREAGE: 220.8 AC
CURRENT ZONING: SP-CD
CURRENT USE: C&D LANDFILL AND RECYCLING CENTER
PROPOSED ZONING: SP-CD
PROPOSED USE: C&D LANDFILL AND RECYCLING CENTER

INFILL EXPANSION AREA ACTIVE C&D LANDFILL CELLS

PARCEL 01910102
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 37057 PAGE 771

EXISTING EXPANSION AREA 1
CLOSED C&D LANDFILL CELLS

PROPOSED INFILL II EXPANSION

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

PARCEL 01930104
ARNOLD W. JOHNSTON
DEED BOOK 2313 PAGE 253

EXISTING SWIM BUFFERS TO BE DISTURBED

PROPOSED DISTURBED WETLAND AREA (TYP.) SEE NOTE 6.

EXISTING CLOSED PHASE 1 C&D LANDFILL

INFILL II EXPANSION AREA

EXISTING ON-SITE ROAD

PROPOSED SWIM BUFFERS TO BE CONSTRUCTED

PROPOSED ROCK EXCAVATION – TOP OF BANK

PARCEL 01930105
LINDA WESTER LONG
DEED BOOK 6116 PAGE 663

PARCEL 01930106
GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
DEED BOOK 38463 PAGE 436
ZONING: CR

PARCEL 01934105
MICHAEL L. &
TRACY W. TINSLEY
DEED BOOK 7093 PAGE 262
TRACT 3
MAP BOOK 25 PAGE 912

PARCEL 01934104
JOHNSIE H. BAUCOM
DEED BOOK 2203 PAGE 175

APPROXIMATE LOCATION OF PROPOSED VERHOEFF DRIVE EXTENSION (RESERVED)

FEMA FLOODWAY

PARCEL 01919102
MECKLENBURG COUNTY
DEED BOOK 19831 PAGE 428

CANE CREEK

FEMA 100-YR FLOODPLAIN

~ 100-YR FLOODPLAIN ~
FEMA FIRM PANELS 3710465000K
AND 3710468000K
EFFECTIVE NOVEMBER 16, 2018

EXISTING SWIM BUFFERS TO REMAIN

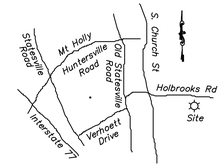
PARCEL 01919101
MECKLENBURG COUNTY
DEED BOOK 19831 PAGE 428

PARCEL 01818135
GREENWAY WASTE SOLUTIONS, LLC
DEED BOOK 30832 PAGE 913

PARCEL 01818161
SWEETGRASS FARMS LLC
DEED BOOK 37435 PAGE 11

PARCEL 01934108
WILLIAM W. &
CAMPBELL W. HAMMILL
DEED BOOK 35040 PAGE 920

PARCEL 01934118
TRAILS END HOLDINGS LLC
DEED BOOK 37057 PAGE 773
ZONING: TR



Vicinity Map Not to Scale

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II EXPANSION AREA
- PROPOSED TOP OF ROCK
- DELINEATED WETLANDS (SEE NOTE #4)
- DELINEATED WETLANDS (PROPOSED IMPACTS)
- EXISTING SWIM BUFFERS TO REMAIN
- EXISTING SWIM BUFFERS TO BE DISTURBED
- EXISTING SWIM BUFFERS TO BE REMOVED
- REQUIRED SWIM BUFFERS TO BE CONSTRUCTED
- EXISTING TREES TO BE PRESERVED
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- EXISTING STREAM (PROPOSED IMPACTS)
- FEMA 100-YEAR FLOOD PLAIN
- FEMA FLOODWAY
- EXISTING PARCEL BOUNDARY
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING LIMIT OF WASTE
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED LIMIT OF STREAM CHANNEL
- EXISTING ZONING BOUNDARY
- PROPOSED ZONING BOUNDARY
- PROPOSED CULVERT

TREE LEGEND — SPECIMEN TREES

- HICKORY (HI)
- BIRCH (BI)
- SYCAMORE (SY)
- RED OAK (RO)
- ELM (EL)
- WHITE OAK (WO)
- SWEETGUM (SG)
- BEECH (BE)
- MAPLE (MA)
- POPLAR (PO)
- ASH (AS)
- CEDAR (CE)
- CHERRY (CH)
- PINE (PI)

NOTE

1. TREES IN GRAY DENOTE SPECIMEN TREES TO BE SAVED

SWIM BUFFERS

AREA OF EXISTING SWIM BUFFERS TO BE REMOVED = 2.91 AC

AREA OF REQUIRED SWIM BUFFERS TO BE CONSTRUCTED = 9.06 AC

ADDITIONAL PLATTED TREE SAVE ADJACENT TO SWIM BUFFERS OR EXISTING WETLANDS = 7.41 AC

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
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4. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.
5. EXISTING STREAM AND WETLAND IMPACTS REQUIRE US ARMY CORPS OF ENGINEER AND NCDEQ DIVISION OF WATER QUALITY APPROVAL PRIOR TO DISTURBANCE. USACE PERMIT APPLICATION #SAW-2022-02469.
6. TREE SURVEY DATA PROVIDED BY PATTERSON LAND SURVEYING, PA FOR CELL TOWER AREA ON JANUARY 23, 2025 AND THE REMAINDER OF THE SITE ON JULY 7, 2025.

NORTH CAROLINA
BOARD OF EXAMINERS
FOR ENGINEERS AND
SURVEYORS LICENSE
NO. P-2755

SCALE IN FEET
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DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
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AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

CONDITIONAL REZONING PLAN
SURFACE WATER IMPROVEMENT &
MANAGEMENT (SWIM) BUFFERS

DATE: OCTOBER 2025
DWG SCALE: 1" = 200'
PROJECT NO: 324-055
DRAWN BY: BML
CHECKED BY: TMG
APPROVED BY: TMG

DRAWING NO.: SP103
SHEET 7 OF 9

P:\320-055\324-055\1-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Conditional Rezoning Permit.dwg(SWIM BUFFERS (SP103)) LS (10/10/2025 - Hope) - LP: 10/10/2025 2:59 PM

NORTH

VERMILLION SUBDIVISION

MAINTAIN THREE ROWS OF EXISTING EVERGREEN TREES ALONG HOLBROOKS ROAD

DAVID B. WAYMER AEROMODELLER PARK

EXISTING SCALE HOUSE ENTRY ROAD, AND PARKING

HOLBROOKS ROAD

EXISTING MATERIALS RECYCLING FACILITY

EXISTING ON-SITE ROAD

PROPOSED ZONING BOUNDARY

PROPOSED STREAM GRADING STOCKPILE AREA

EXPANSION AREA 2 PHASE 1, 2 AND 3 ACTIVE C&D LANDFILL CELLS

GREENWAY WASTE SOLUTIONS OWNED PROPERTY ACREAGE: 264.6 AC
SPECIAL USE PERMIT ACREAGE: 220.8 AC
CURRENT ZONING: SP-CD
CURRENT USE: C&D LANDFILL AND RECYCLING CENTER
PROPOSED ZONING: SP-CD
PROPOSED USE: C&D LANDFILL AND RECYCLING CENTER

INFILL EXPANSION AREA ACTIVE C&D LANDFILL CELLS

PROPOSED INFILL II EXPANSION

EXISTING EXPANSION AREA 1 CLOSED C&D LANDFILL CELLS

EXISTING CLOSED PHASE 1 C&D LANDFILL

INFILL II EXPANSION AREA

EXISTING ON-SITE ROAD

PLANT ONE ROW OF EVERGREEN TREES ALONG PROPERTY LINE

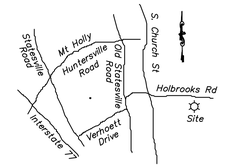
FEMA FLOODWAY

CANE CREEK

FEMA 100-YR FLOODPLAIN

~ 100-YR FLOODPLAIN ~
FEMA FIRM PANELS 3710465000K AND 3710468000K
EFFECTIVE NOVEMBER 16, 2018

APPROXIMATE LOCATION OF PROPOSED VERMODOT DRIVE EXTENSION (RESERVED)



Vicinity Map Not to Scale

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II EXPANSION AREA
- PROPOSED STREAM GRADING STOCKPILE AREA
- DELINEATED WETLANDS (SEE NOTE #4)
- PROPOSED STREAM RELOCATION GRADING
- EXISTING TREES TO BE PRESERVED
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- FEMA 100-YEAR FLOOD PLAIN
- FEMA FLOODWAY
- EXISTING PARCEL BOUNDARY
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING UNPAVED ROADWAY
- EXISTING PAVED ROADWAY
- EXISTING TREE LINE
- EXISTING STRUCTURE
- EXISTING LIMIT OF WASTE
- 100' UNDISTURBED PROPERTY BUFFER
- 80' VEGETATIVE PROPERTY BUFFER
- PROPOSED ZONING BOUNDARY
- PROPOSED STRUCTURE
- PROPOSED UNPAVED ROADWAY
- PROPOSED ZONING BOUNDARY

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. STREAM AND WETLAND DELINEATIONS UPSTREAM AND WITHIN PROPERTY BOUNDARIES WERE CONDUCTED BY HART AND HICKMAN AND CEC BETWEEN APRIL AND JULY 2022.
4. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.
5. APPROXIMATE SANITARY SEWER AND CHARLOTTE WATER SEWER FORCE MAIN LOCATIONS ARE BASED ON FORCE MAIN PLAN AND PROFILE RECORD DRAWINGS, SHEET 01C114, BY CHARLOTTE WATER IN FEBRUARY 2025.

BUFFER LEGEND

- EXISTING VEGETATION – UNDISTURBED
- DISTURBED BUFFER, CANNOT BE PLANTED; EXISTING ADJACENT VEGETATION PROVIDES OPAQUE SCREEN
- DISTURBED BUFFER WITH SUPPLEMENTAL PLANTINGS

NOTE

1. REFERENCE THE GENERAL NOTES SHEET (SP002) FOR DESCRIPTION OF EXISTING AND PROPOSED MODIFICATION IN THE ORDINANCE MODIFICATION TABLE.

SCALE IN FEET
0 200 400

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWN'S COMMENTS
2	08/15/25	2ND RESPONSE TO TOWN'S COMMENTS
3	10/10/25	2ND RESPONSE TO TOWN'S COMMENTS

3701 Arco Corporate Drive
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CEC Surveying and Landscape Architects of NC, PLLC

GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

CONDITIONAL REZONING PLAN
PERIMETER UNDISTURBED AND VEGETATED BUFFER PLAN

DATE:	OCTOBER 2025
DWG SCALE:	1" = 200'
PROJECT NO:	324-055
DRAWN BY:	BML
CHECKED BY:	TMG
APPROVED BY:	TMG

DRAWING NO.: **SP104**

SHEET 8 OF 9

P:\320-055\324-055\1-CAD\Dwg\2024 Special Use Permit\324-055-North Meck Conditional Rezoning Permit.dwg[REZONING UNDISTURBED BUFFER (SP104)] LS(10/10/2025 - blake) - LP: 10/10/2025 2:39 PM

NORTH

NORTH CUT DRAINAGE AREA = 65.18 AC

PROPOSED STREAM GRADING STOCKPILE AREA

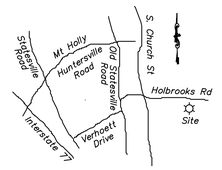
EXISTING DOUBLE CULVERT TO BE ABANDONED WITH STREAM RELOCATION.

CANE CREEK

EXISTING STREAM WITHIN INFILL II LATERAL EXPANSION AREA TO BE ABANDONED WITH STREAM RELOCATION.

SOUTH CUT DRAINAGE AREA = 613.85 AC

TRANSITION POINT WHERE REQUIRED SWIM BUFFER INCREASES FROM 35' TO 50'



Vicinity Map Not to Scale

LEGEND

- CLOSED PHASE 1 AND EXPANSION 1 WASTE AREAS
- ACTIVE EXPANSION II AND INFILL WASTE AREAS
- PROPOSED INFILL II LATERAL EXPANSION AREA (8.01 AC)
- PROPOSED STREAM RELOCATION GRADING BOUNDARY OF EXISTING GREENWAY PROPERTIES (264.6 AC)
- PROPOSED STREAM GRADING STOCKPILE AREA
- DELINEATED WETLANDS (SEE NOTE #4)
- DELINEATED STREAM LOCATION (SEE NOTE #4)
- APPROXIMATE STREAM LOCATION (SEE NOTE #5)
- PROPOSED STREAM RELOCATION CENTERLINE
- PROPOSED ZONING BOUNDARY
- EXISTING PARCEL BOUNDARY
- PROPOSED POST-CONSTRUCTION NORTH CUT DRAINAGE AREA (65.18 AC)
- PROPOSED POST-CONSTRUCTION SOUTH CUT DRAINAGE AREA (613.85 AC)
- 790 EXISTING 10-FT CONTOUR

REFERENCES

1. PRELIMINARY PLAT FOR PARCELS 01910109 AND 01910102 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JUNE 30, 2019.
2. PRELIMINARY PLAT FOR PARCEL 01930106 PROVIDED BY PATTERSON LAND SURVEYING, PA ON JULY 24, 2023.
3. STREAM AND WETLAND DELINEATIONS UPSTREAM AND WITHIN PROPERTY BOUNDARIES WERE CONDUCTED BY HART AND HICKMAN AND CEC BETWEEN APRIL AND JULY 2022.
4. APPROXIMATE STREAM CENTERLINE DOWNSTREAM OF PROPERTY BOUNDARIES PROVIDED BY AVIOIMAGE MAPPING SERVICES, INC. ON JUNE 2, 2023. NO STREAM TOP OF BANK SURVEY HAS BEEN PERFORMED.

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS LICENSE NO. P-2755

SCALE IN FEET
0 300 600

DRAFT

REVISION RECORD

NO	DATE	DESCRIPTION
1	07/15/25	1ST RESPONSE TO TOWNS COMMENTS
2	08/18/25	2ND RESPONSE TO TOWNS COMMENTS
3	10/10/25	2ND RESPONSE TO TOWNS COMMENTS

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GREENWAY WASTE SOLUTIONS AT NORTH MECK, LLC
15300 HOLBROOKS ROAD
HUNTERSVILLE, NORTH CAROLINA

CONDITIONAL REZONING PLAN
DRAINAGE AREA MAP

DATE:	OCTOBER 2025	DRAWN BY:	BWL
DWG SCALE:	1" = 300'	CHECKED BY:	TMG
PROJECT NO:			324-055
		APPROVED BY:	TMG

DRAWING NO.:
SP105
SHEET 9 OF 9

P:\320-055\324-055\1-CADD\Dwg\2024 Special Use Permit\324-055-North Meck Conditional Rezoning Permit.dwg[REZONING DA MAP (SP105)] LS(10/10/2025 - 8:59pm) - LP: 10/10/2025 2:59 PM

John Brown
Griffin Brother Companies
19109 W. Catawba Avenue, Suite 100
Cornelius, NC 28031

Revised August 25, 2025

Re: Report of Coring Exploration and Limited Pavement Evaluation
F&R Project No.: 63D-0055
Holbrooks Road Coring Exploration
Huntersville, North Carolina

Mr. Brown:

Froehling & Robertson, Inc. (F&R), is pleased to provide this letter report for asphalt coring and pavement section measurement services. This work was performed in general accordance with F&R Proposal 2563-00079, dated June 13, 2025. Information about the project was provided via email and telephone correspondence with Mr. John Brown of Griffin Brother Companies beginning on May 29, 2025. F&R previously performed a limited subsurface exploration as detailed in our report, F&R Project No. 63U-0206 Greenway Waste Rezoning – Holbrooks Road Cores, dated January 24, 2017. This letter report presents our exploration procedures and describes the general subsurface conditions at the coring test locations and, as later requested, an evaluation of the existing recorded pavement section compared to a newly design pavement section based on currently provided loading conditions. This report was been revised following the submission dated August 18, 2025 to include refined recommendations for continued roadway usage. This version, dated August 22, 2025, supersedes our previous version.

SITE DESCRIPTION AND PROJECT INFORMATION

F&R was provided with the following traffic loading information to aid in our limited pavement evaluation:

- Traffic Impact Analysis Form (filename: *TIA Determination TOH Response 7-14-25.pdf*)
- Daily Traffic Counts to Landfill (filename: *NML and MRF Loads 5-1-24 through 4-30-25.xlsx*)

The project location is an existing roadway known has Holbrooks Road located in Huntersville, NC. The roadway begins at its intersection with Old Statesville Road then proceeds to the east for approximately 6800 feet (1.3 miles) ending near the North Meck Construction Landfill operated by Greenway Waste Solution located at 15300 Holbrooks Road, in Huntersville, North Carolina.

F&R has been requested to explore the existing roadway section of Holbrooks Road by the performance of a limited coring and pavement evaluation. Based on provided information, we understand that the roadway is primarily accessed by medium duty trucks utilizing the landfill and passenger vehicle traffic. To aid in the analysis of the pavement sections, F&R has utilized assumed and provided traffic loading conditions consisting of 500 passenger vehicles and up to 210 medium

Duty truck (assumed dumpster roll-off truck) passes per day. As indicated in the provided Traffic Impact Analysis Form, traffic growth is not projected to increase. Therefore no growth factors have been included in our analysis. If loading conditions exceed the values used in our analysis, F&R requests that this information be provided to us to review the continued applicability of our analysis.

GEOTECHNICAL SCOPE OF SERVICES

The purposes of our involvement on this project were to core through the existing pavement sections, provide a summary of our findings and, as later requested, an evaluation of the existing pavement section compared to a newly design pavement section. In order to accomplish the aforementioned objectives, we undertook the following scope of services:

1) Coordinated utility clearance with NC-811 Utility services.
2) Executed the requested exploration consisting of fourteen (14) pavement coring locations.
3) At each core location, the pavement was cored to measure the existing thickness and provide access to the subgrade for further thickness measurements and sampling. The coring was performed with a 4-inch diameter thin-walled core bit using water as a flushing/cooling medium.
4) Following the extraction of asphalt cores, Kessler Dynamic Cone Penetrometer (KDCP) testing was performed to depths ranging from about 1 foot to 3 feet below the existing pavement surface at each of the coring locations with the exception of locations C-2 and C-14. After the KDCP testing, a hand auger was manually advanced for observation and select sampling of subsurface soils. The hand auger borings were advanced to a depth of about 2 to 3 feet below the existing pavement section.
5) Prepared this written letter report summarizing our work on the project, providing descriptions of the pavement materials, and subsurface conditions encountered, and, as later requested, an evaluation of the existing recorded pavement section compared to a newly designed pavement section based on currently provided loading conditions. Copies of the hand auger logs and KDCP Test Data sheets have been included.

By the nature of the work performed, our field exploration activities resulted in disturbances to the site. Reasonable efforts were made to lessen potential impacts; however, no remediation other than that described here, was included in our scope of work. Completed borings were backfilled with auger cuttings, tamped with asphalt cold patch, and surface treated with pavement sealant. Periodic observation and maintenance of the boreholes should be performed due to potential subsidence at the ground surface, as the borehole backfill could settle over time.

Our proposed scope of services did not include survey services, quantity estimates, pavement design, other geotechnical design, civil, environmental, storm-water, or structural engineering services, preparation of plans or specifications, or the identification and evaluation of wetland or other environmental aspects of the project site.

EXPLORATION PROCEDURES

The pavement coring and Kessler Dynamic Cone Penetrometer (KDCP) exploration and was conducted on August 14th and 15th, 2025. The exploration program consisted of fourteen (14) coring locations, designated as C-1 through C-14 and performed at the approximate locations shown in the attached Exploration Location Plan (Drawing No. 2). An F&R geotechnical engineer established the coring locations in the field using a handheld GPS device. Test location elevations were estimated from Mecklenburg County GIS. In consideration of the methods used in their determination, the testing locations and elevations shown on the attached Coring Location Plan and Boring Logs should be considered approximate.

The KDCP testing was performed in general accordance with ASTM D6951/D6951M – 18. In this test method, a 17.6-pound hammer is dropped in freefall 22.6 inches to drive a conical point into subgrade materials. Depth of penetration for the conical point is recorded following each hammer drop. The penetration rate is then used to estimate the in-situ CBR value for the near-surface soils. Results of the KDCP testing performed are presented on the attached KDCP Test Data sheets.

Upon completion of KDCP testing, a hand auger was manually advanced to an approximate depth of 2 to 3 feet below the existing pavement section. The observed soils were visually classified by the F&R engineer in general accordance with techniques outlined in the visual-manual identification procedure (ASTM D 2488).

The borings were backfilled with auger cuttings, tamped with asphalt cold patch, and covered with pavement sealant. It should be noted that the backfill may subside at some time following our work and F&R assumes no responsibility for subsidence after completion of the fieldwork.

SUBSURFACE CONDITIONS

The subsurface conditions discussed in the following section represents an estimate of the subsurface conditions based on interpretation of the field data using normally accepted geotechnical engineering judgments. Although individual tests are representative of the subsurface conditions encountered at the explored locations on the dates shown, they are not necessarily indicative of subsurface conditions at other locations or at other times. The inserted table below details the encountered pavement sections and subsurface conditions.

Coring Summary Table			
Core Location	**Asphalt Thickness (inches)**	**Base Stone (inches)**	**Subbase Soil Description**
C-1	7	2	Silty Sand (SM)
C-2	15+	NE	NE
C-3	7.75	2	Silty Sand (SM)
C-4	9	3	Silty Sand (SM)
C-5	8.25	3	NE
C-6	8.5	2	Silty Sand (SM)
C-7	7.75	4	NE
C-8	9.25	3	Silty Sand (SM)
C-9	14.25	2	Silty Sand (SM)
C-10	12.25	3	Silty Sand (SM)
C-11	8	5	NE
C-12	12.5	2	Clayey Sand (SC)
C-13	8	4	Lean Clay (CL)
C-14	15+	NE	NE

NE = Not Encountered

The asphalt cores were observed in the F&R lab and were found to have a fairly typically asphalt sections with larger aggregates located at the bottom of the core and finer aggregates toward the top with homogeneous aggregate size distributions throughout each layer. Photos of each of the cores are included in attachment IV. A core was not recovered from location C-2 due to coring equipment not being able to reach the bottom of the pavement section. Please note that asphalt and subsurface conditions in unexplored locations may vary from those encountered.

FINDINGS AND RECOMMENDATIONS

An existing condition survey of the roadway surface was not included at this time. However, during the coring exploration some longitudinal and fatigue cracking of the roadway were observed. These cracks are generally indicative of age related distresses in pavement but can indicate subgrade issues depending upon severity and age of pavement. While no information regarding the current age of the pavement has been provided, F&R understands that based on readily available aerial imagery, Holbrooks Road has existed in the same general alignment since at least 1938. Therefore, we assume the roadway has undergone several previous resurfacing events in its lifetime.

Asphalt pavements typically have a design life of 20 years with some deterioration expected throughout the working life. Routine pavement maintenance is required to keep deterioration from accelerating, particularly due to water intrusion. We were not furnished information regarding any past resurfacing and/or reconstruction of the pavement surfaces that may have occurred previously. The observed longitudinal and fatigue cracking is likely due to a combination of factors, such as traffic loading conditions and pavement age which we believe to be in excess of 20 years. The cores recovered from the exploration ranged in thickness from about 7 to 15 inches. Base stone beneath the asphalt was measured between about 2 to 5 inches, which we assume some material is likely from the original road construction. Measurements of asphalt and stone thicknesses at the coring locations were used to develop a total equivalent structural number for the existing pavement sections using NCDOT layer coefficients for newly place pavement materials. We note that some reduction of the newly-placed design structural number is typiocally applied when evaluating the in-place structural value for existing pavements. Results of these calculations are presented in the table below.

Structural Values of Sampled Existing Pavement Sections (if new)				
Layer Thickness	**Asphalt Surface Course**	**Asphalt Base Course**	**Aggregate Base Course**	**Structural Number (if new)**
New Layer Coefficients	**0.44**	**0.3**	**0.14**	
Locations	**Layer Thickness***			
C-1	4.00	3.00	2.00	2.94
C-2	8.00	7.00	-	5.62
C-3	7.00	1.00	2.00	3.66
C-4	7.00	2.00	3.00	4.10
C-5	7.00	2.00	3.00	4.10
C-6	9.00	0.00	2.00	4.24
C-7	7.75	-	4.00	3.97
C-8	5.00	5.00	3.00	4.12
C-9	10.00	4.25	2.00	5.96
C-10	7.00	5.25	3.00	5.08
C-11	8.00	-	5.00	4.22
C-12	10.00	2.50	2.00	5.43
C-13	8.00	-	4.00	4.08
C-14	8.00	7.00	-	5.62

*Thicknesses based on visual observation of the cores

To aid in the evaluation of the existing roadway, F&R has utilized daily traffic loading conditions consisting of 500 passenger vehicles and 210 medium duty truck passes per day. The truck traffic is assumed to primarily consist of dumpster roll-off trucks with some smaller truck traffic, such as traditional garbage trucks. To analyze the applicability of the existing roadway sections, F&R has

developed a new pavement section to determine a sufficient structural number based on the following criteria:

- A 20-year design life;
- A design CBR of 6 based on collected KDCP data as well as our regional experience;
- The aforementioned traffic loading conditions; and
- That the pavement subgrade was prepared in such a way that it would generally meet NCDOT Specifications.

Based on the information presented above and the subsurface soil conditions encountered we have determined the following pavement section to yield a sufficient structural number:

Deigned Pavement Section		
Layer Type	**New Asphalt Layer Coefficient**	**Layer Thicknesses**
Asphalt Pavement Surface Course, Type S9.5B	0.44	3.0
Asphalt Pavement Intermediate Course, Type I19.0C	0.44	4.0
Asphalt Pavement Base Course, Type B25.0C	0.30	-
Aggregate Base Course (ABC stone)	0.14	6.0
Total Equivalent Structural Number (if new)		**3.92**

Based on the structural numbers of the encountered pavement sections and the structural number of a newly placed 20-year design pavement section, the majority of the cores present a sufficient (no-reduction) structural number for the provided/assumed traffic conditions. However, two of the cores indicate structural numbers that are less than the designed section structural number. The structural number provides a general guideline for the recommended pavement section based on several factors such as anticipated pavement life, traffic loading conditions, annual traffic growth, and subgrade conditions.

While two of the pavement sections indicated structural numbers less than the designed section this does not mean immanent failure of the roadway section; although periodic on-going maintenance would be prudent to prolong the pavement life as-is. Lower structural numbers will generally require more frequent maintenance to facilitate continued, travel-worthy, on-going use of the roadway. Given that the roadway is currently functional without exhibiting major signs of distress, no immediate remediation is recommended at this time. However, given that some roadway sections indicated lower structural numbers, the roadway should continue to be monitored and periodically maintained as applicable in order to mitigate potential severe distresses that might require more extensive remedial efforts later.

F&R envisions that potential remedial measures would initially include milling the roadway surface to remove surface cracking. Where deeper cracks are observed following the milling procedure,

they should be properly sealed to reduce migration likelihood their reappearance at the surface. Following the milling/sealing procedure, additional asphalt should be placed to bolster the roadway section in the vicinity of locations where lower structural numbers were encountered. Additionally, to mitigate the appearance of future longitudinal and fatigue cracks an asphalt specific non-woven asphalt overlay fabric such as Mirafi MPV-600 could be utilized. This fabric forms a membrane which reduces surface water infiltration into the subgrade and also functions as a stress relieving layer by providing a layer of cushioning over the existing asphalt. Care should be taken so that the geotextile is placed without tearing or creasing and should be evenly spread across the entire surface. The paving fabric should be installed in accordance with manufacturer's guidelines.

We emphasize that good drainage is essential for successful pavement performance. All pavements should be graded such that surface water is directed towards the outer limits of the paved area or to catch basins located such that surface water does not remain on the pavement. Asphalt pavements, and bases should be constructed in accordance with the guidelines of the latest applicable NCDOT Standard Specifications for Roads and Structures.

LIMITATIONS

This letter report has been prepared for the exclusive use of Griffin Brothers Companies for the specific application to the Holbrooks Road Coring Exploration project in accordance with generally accepted exploration and engineering evaluation procedures. No other warranty, express or implied, is made. The findings do not reflect variations in subsurface conditions, which could exist in unexplored areas of the site. Regardless of the thoroughness of a subsurface exploration, there is the possibility that conditions in other areas will differ from those at the testing locations, that conditions are not as anticipated by the designers, or that the construction process has altered the soil conditions.

If this report is copied or transmitted to a third party, it must be copied or transmitted in its entirety, including text, attachments, and enclosures. Interpretations based on only a part of this report may not be valid.

ACKNOWLEDGMENT

Froehling & Robertson, Inc. appreciates the opportunity to provide limited pavement and subgrade evaluation services for you on this project. Please contact us with any further questions.

Respectfully,

FROEHLING & ROBERTSON, INC.

2025-08-25 12:13-04:00

NORTH CAROLINA PROFESSIONAL SEAL 058347 ENGINEER CARVER J. WARREN III

08/25/2025

Carver J. Warren, P.E.
Geotechnical Services Manager

Andrew R. Frank, P.E.
Regional Senior Geotechnical Engineer

Attachments: GBA Important Information about Your Geotechnical Engineering Report
Site Vicinity Map (Drawing No. 1)
Key to Soil Classification
Soil Classification Chart
Exploration Location Plan (Drawing No. 2)
Coring Logs (C-1 through C-14)
Photograph Log
KDCP Test Data sheets

Email Distribution: jdbrown@griffinbros.com

F:\Projects 63B\63B-0092 (Design Group - Actega Kings Mtn Paving Evaluation)\Reports\63B-0092 (Design Group - Actega Kings Mtn Pavement Evaluation) Report.docx

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled*. No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be*, and, in general, *if you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed*. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.*** Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

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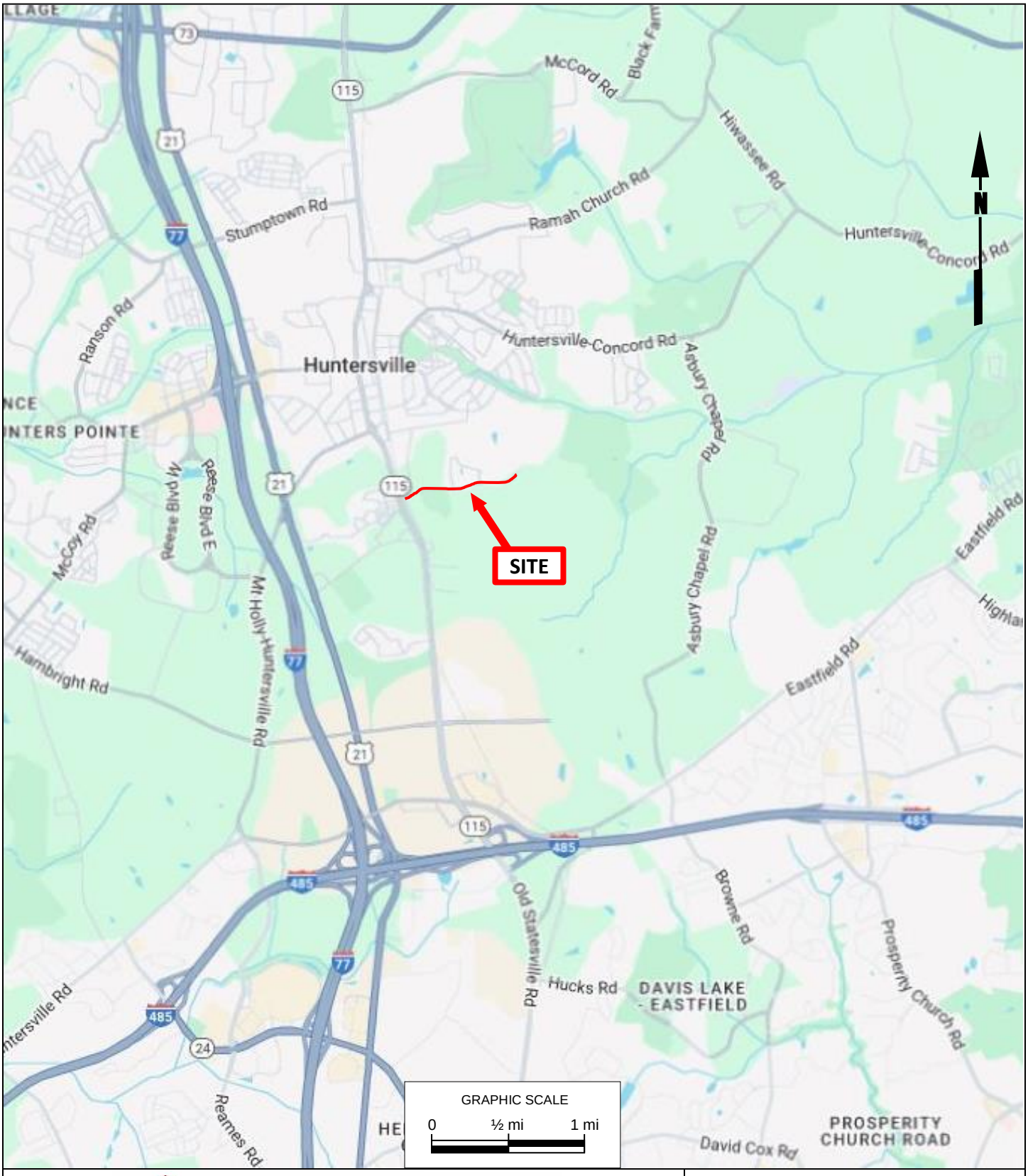


FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	*As Shown*	
DRAWN:	MT	63D-0055

Holbrooks Road Paving Evaluation
Griffin Brothers Companies
Huntersville, NC

SITE VICINITY MAP

FIGURE NO.
1

KEY TO BORING LOG SOIL CLASSIFICATION

Particle Size and Proportion

Visual descriptions are assigned to each soil sample or stratum based on estimates of the particle size of each component of the soil and the percentage of each component of the soil.

Particle Size Descriptive Terms		Proportion Descriptive Terms		
Soil Component	Particle Size	Component	Term	Percentage
Boulder	> 12 inch	Major	Uppercase Letters (e.g., SAND, CLAY)	> 50%
Cobble	3 - 12 inch			
Gravel-Coarse	3/4 - 3 inch			
-Fine	#4 - 3/4 inch	Secondary	Adjective (e.g., sandy, clayey)	20% - 50%
Sand-Coarse	#10 - #4			
-Medium	#40 - #10			
-Fine	#200 - #40	Minor	Some	15% - 25%
Silt (non-cohesive)	< #200		Little	5% - 15%
Clay (cohesive)	< #200		Trace	0% - 5%

Notes:
1. Particle size is designated by U.S. Standard Sieve Sizes
2. Because of the small size of the split-spoon sampler relative to the size of gravel, the true percentage of gravel may not be accurately estimated.

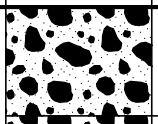
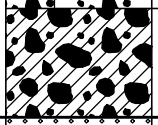
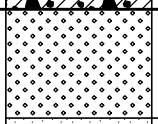
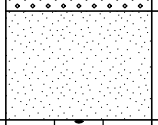
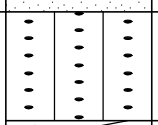
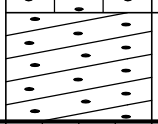
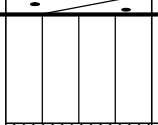
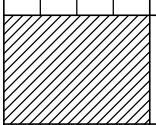
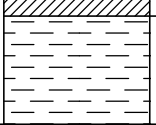
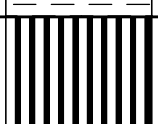
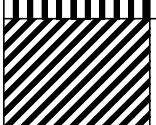
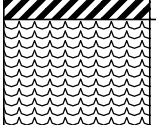
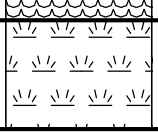
Density or Consistency

The standard penetration resistance values (N-values) are used to describe the density of coarse-grained soils (GRAVEL, SAND) or the consistency of fine-grained soils (SILT, CLAY). Sandy silts of very low plasticity may be assigned a density instead of a consistency.

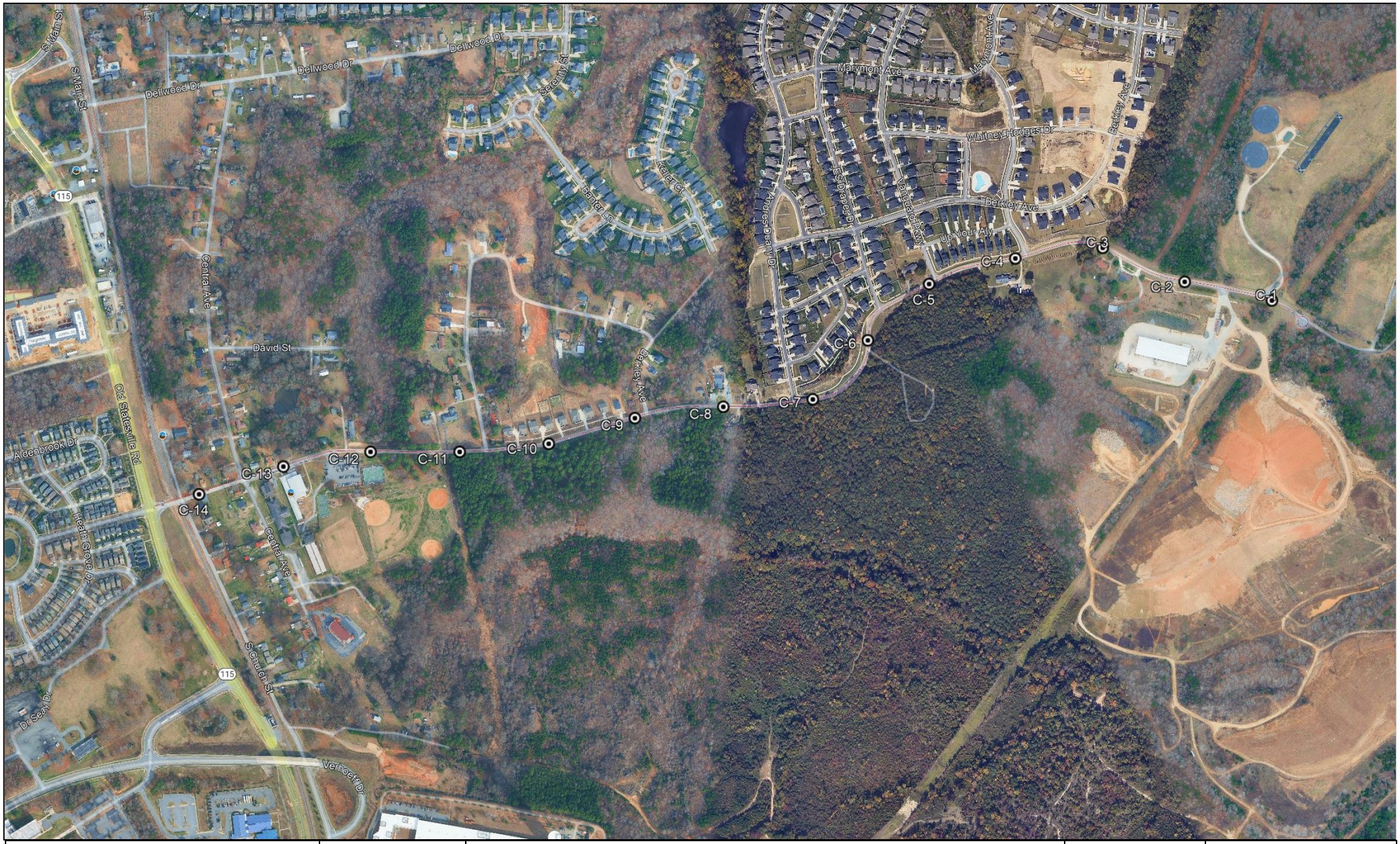
DENSITY		CONSISTENCY	
Term	N-Value	Term	N-Value
Very Loose	0 - 4	Very Soft	0 - 1
Loose	5 - 10	Soft	2 - 4
Medium Dense	11 - 30	Firm	5 - 8
Dense	31 - 50	Stiff	9 - 15
Very Dense	> 50	Very Stiff	16 - 30
		Hard	> 30

Notes:
1. The N-value is the number of blows of a 140 lb. Hammer freely falling 30 inches required to drive a standard split-spoon sampler (2.0 in. O.D., 1-3/8 in. I.D.) 12 inches into the soil after properly seating the sampler 6 inches.
2. When encountered, gravel may increase the N-value of the standard penetration test and may not accurately represent the in-situ density or consistency of the soil sampled.

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS



Boring locations were marked in the field by pulling from nearest landmarks and site features.

Boring Location:

GRAPHIC SCALE

0 500 ft. 1000 ft.

N

FROEHLING & ROBERTSON, INC.
Engineering Stability Since 1881
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Charlotte, North Carolina, 28208
T 704.596.2889 | F 704.596.3784

DATE:	August 2025
SCALE:	*As Shown*
DRAWN:	MT

Holbrooks Road Paving Evaluation
Griffin Brothers Companies
Huntersville, NC

BORING LOCATION PLAN

DRAWING NO.

2

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-1 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 7 inches				**Groundwater Data:**
	0.6					0 Hour: Not Encountered
	0.7	**AGGREGATE BASE COURSE:** 2 inches				
		RESIDUUM: Tan and brown, silty fine to coarse SAND (SM) with some clay and trace rock fragments, moist				
	2.0	Tan and brown, clayey fine to coarse SAND (SC) with trace rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-2 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.3'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 15+ inches				**Groundwater Data:** 0 Hour: Not Encountered
	1.3	**Core Terminated at 1.25 feet**				Coring was terminated upon reaching maximum depth achievable by the coring equipment.

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-3 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 8 inches				**Groundwater Data:**
	0.7					0 Hour: Not Encountered
	0.8	**AGGREGATE BASE COURSE:** 2 inches				
		RESIDUUM: Tan and brown, silty fine to medium SAND (SM) with some rock fragments, moist				
	2.0	Tan, silty fine to coarse SAND (SM) with trace rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-4 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 9 inches				**Groundwater Data:**
	0.8					0 Hour: Not Encountered
	1.0	**AGGREGATE BASE COURSE:** 3 inches				
		RESIDUUM: Tan and brown, silty fine to medium SAND (SM) with some rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-5 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.3'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 8.5 inches				**Groundwater Data:**
	0.7	**AGGREGATE BASE COURSE:** 3 inches				0 Hour: Not Encountered
	1.0	**KDCP Refusal at 1 foot**				Unable to advance KDCP and HA due to base stone fragments.

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-6 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 10.5 inches				**Groundwater Data:**
	0.9					0 Hour: Not Encountered
	1.0	**AGGREGATE BASE COURSE:** 2 inches				
		RESIDUUM: Gray, tan, and brown, silty fine to coarse SAND (SM) with some clay and trace rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-7 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 7.5 inches				**Groundwater Data:** 0 Hour: Not Encountered
	0.6	**AGGREGATE BASE COURSE:** 4 inches				
	1.0	**KDCP Refusal at 1 feet**				Unable to advanced KDCP and HA due to base stone fragments.

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-8 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/14/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 9.5 inches				**Groundwater Data:**
	0.8					0 Hour: Not Encountered
	1.0	**AGGREGATE BASE COURSE:** 3 inches				
		RESIDUUM: Tan and brown, silty fine to medium SAND (SM) with trace rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-9 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 14 inches				**Groundwater Data:** 0 Hour: Not Encountered
	1.2	**AGGREGATE BASE COURSE:** 2 inches				
	1.4	**RESIDUUM:** Brown and tan, silty fine to coarse SAND (SM) with some clay and rock fragments, moist				
	2.0	Brown and tan, silty fine to coarse SAND (SM) with some clay, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-10 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 9 inches				**Groundwater Data:**
	0.8					0 Hour: Not Encountered
	1.0	**AGGREGATE BASE COURSE MIXED WITH SOIL:** 3 inches				
		RESIDUUM: Brown and tan, silty fine to coarse SAND (SM) with some rock fragments, moist				
	2.0	Orange-brown and light tan, fine to coarse sandy fat CLAY (CH) with trace rock fragments, moist				
	3.0	**Hand Auger Terminated at 3 feet**				

HAND_AUGER_LOG 63D-0015 HAND AUGER BORINGS.GPJ F&R.GDT 8/16/25

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-11 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 8 inches				**Groundwater Data:** 0 Hour: Not Encountered
	0.7	**AGGREGATE BASE COURSE:** 5 inches				
	1.1	**Hand Auger Refusal at 1.1 feet**				Unable to advance HA due to base stone fragments

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-12 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.5'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 12.5 inches				**Groundwater Data:** 0 Hour: Not Encountered
	1.0					
	1.2	**AGGREGATE BASE COURSE:** 2 inches				
	1.5	**RESIDUUM:** Orange-brown and brown, clayey fine to medium SAND (SC), moist				
		Hand Auger Refusal at 1.5 feet				Unable to advance hand auger due to base stone fragments

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-13 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 3.0'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 8 inches				**Groundwater Data:**
	0.7	**AGGREGATE BASE COURSE:** 4 inches				0 Hour: Not Encountered
	1.0	**RESIDUUM:** Brown and orange-brown, fine to coarse sandy lean CLAY (CL) with trace rock fragments, moist				
	2.0	Orange-brown and tan, clayey fine to coarse SAND (SC), moist				
	3.0	**Hand Auger Terminated at 3 feet**				

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

Froehling & Robertson, Inc.

HAND AUGER/DCP LOG

Boring: C-14 (1 of 1)

Project No: 63D-0055
Client: Griffin Brothers Companies
Project: Holbrook Road Paving Evaluation
City/State: Huntersville, NC

Elevation:
Total Depth: 1.3'
Boring Location: See Boring Location Plan

Drilling Method: HA/KDCP
Hammer Type:
Date Drilled: 8/13/25
Driller: F&R: M. Tchoumandrine

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	DCP	Remarks
		ASPHALT: 15+ inches				**Groundwater Data:** 0 Hour: Not Encountered
	1.3	**Coring Terminated at 1.25 feet**				Coring was terminated upon maximum depth achievable by the coring equipment.

*Penetration is the number of blows required for a 15 lb hammer dropping 20" to drive a 1.375" conical-tipped rod a total of 1.75".

HAND_AUGER_LOG 63D-0015 HAND AUGER BORINGS.GPJ F&R.GDT 8/16/25

KDCP TEST DATA

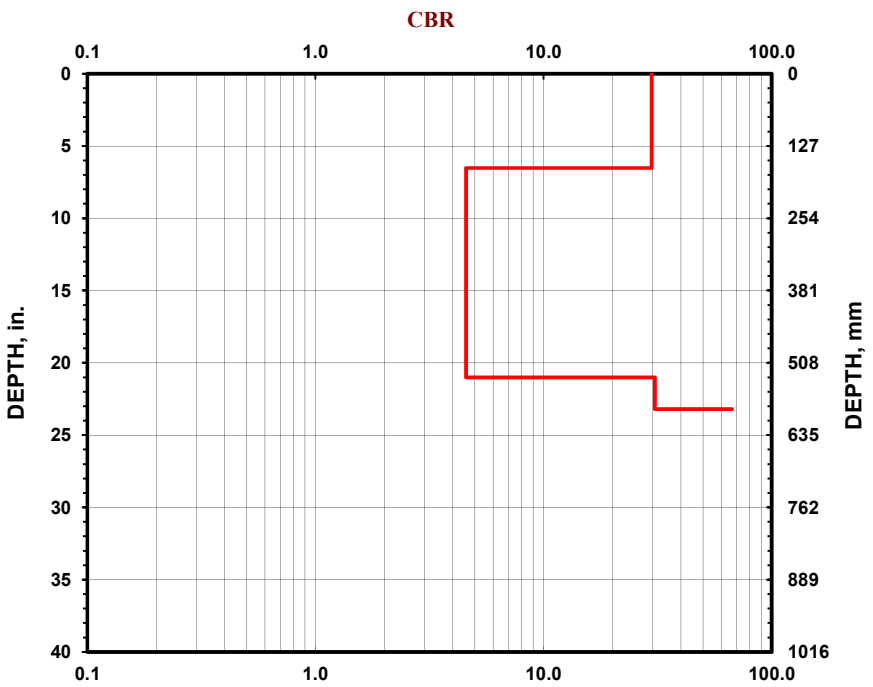
File Name: Kessler C-1

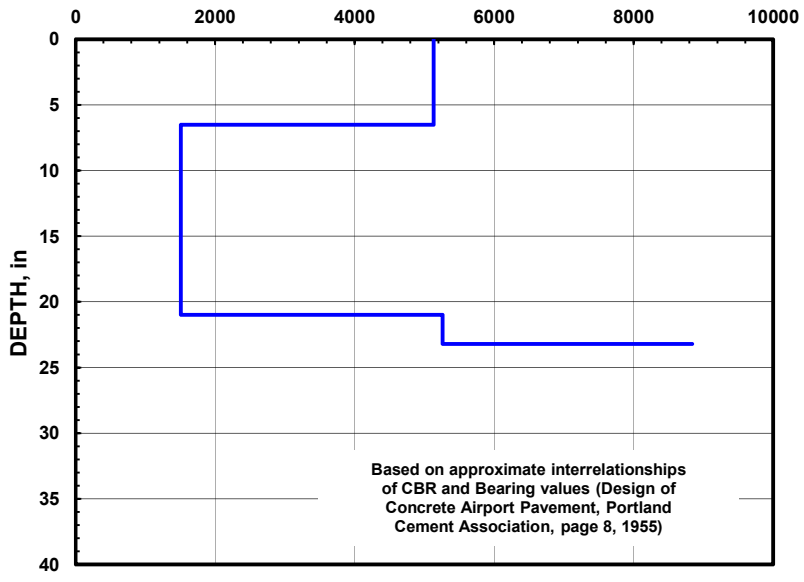
Project: *Holbrooks Road Site*
Location: Huntersville, NC
Date: 16-Aug-25
Soil Type(s): Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
43	165.1	2
18	533.4	2
15	589.28	2





KDCP TEST DATA

File Name: Kessler C-3

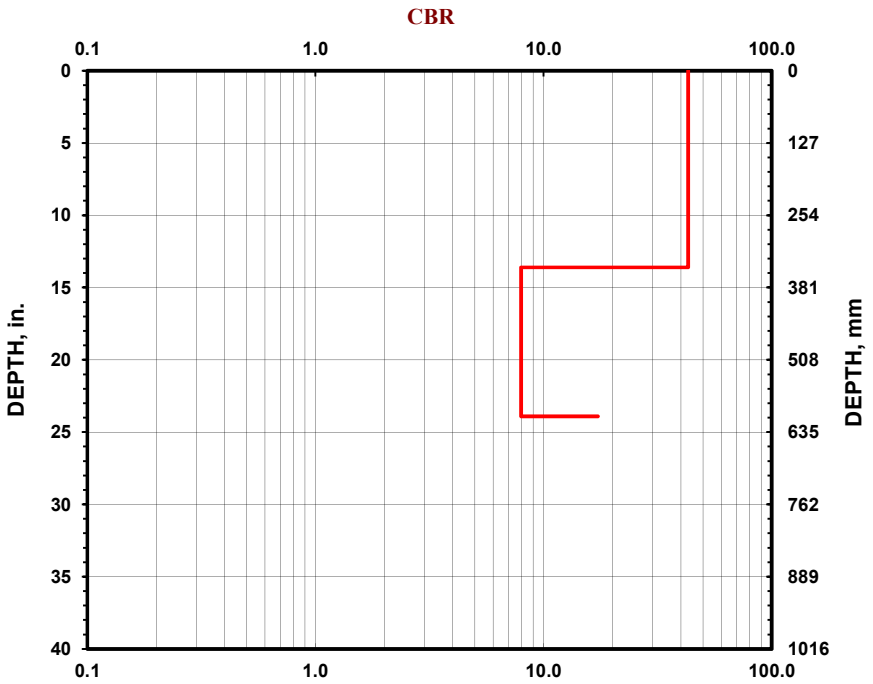
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

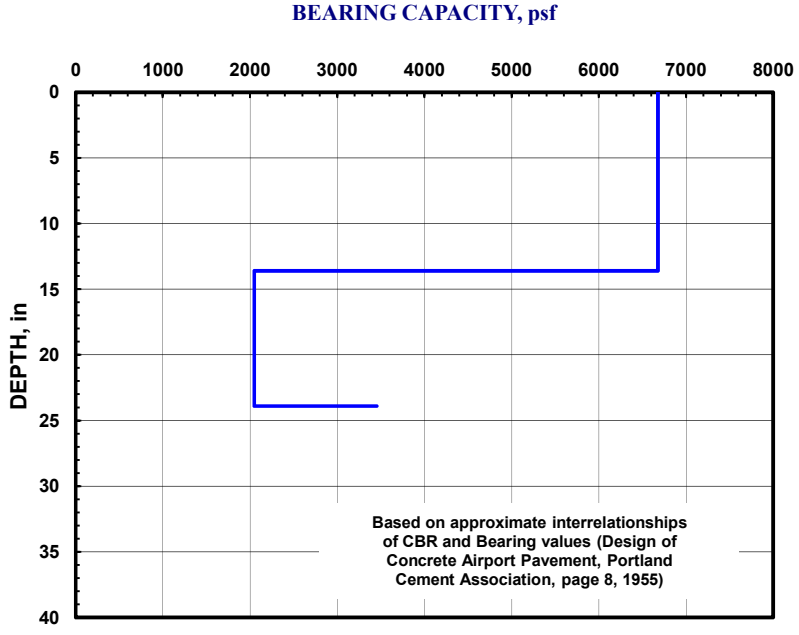
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
125	345.44	2
21	607.06	2





KDCP TEST DATA

File Name: Kessler C-4

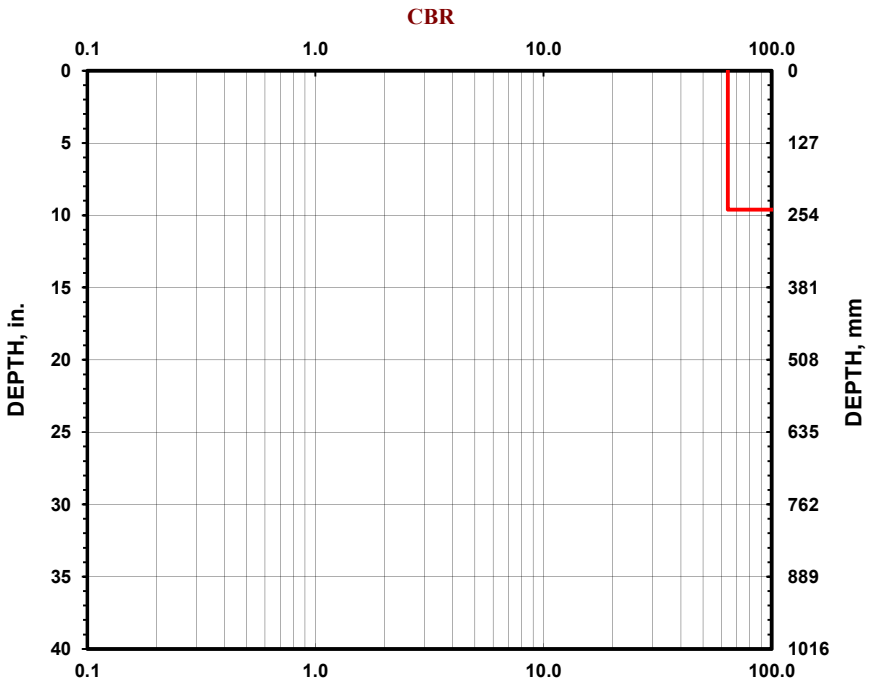
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

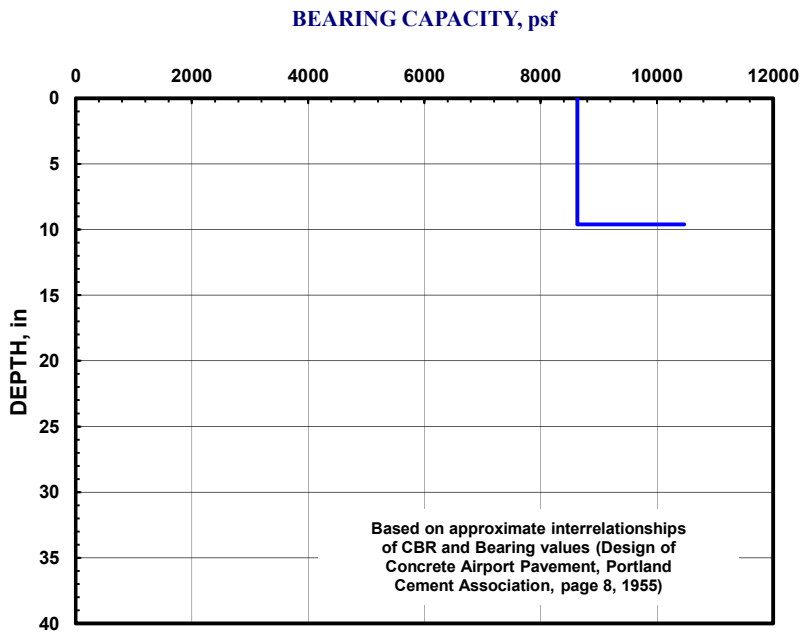
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
126	243.84	2





KDCP TEST DATA

File Name: Kessler C-5

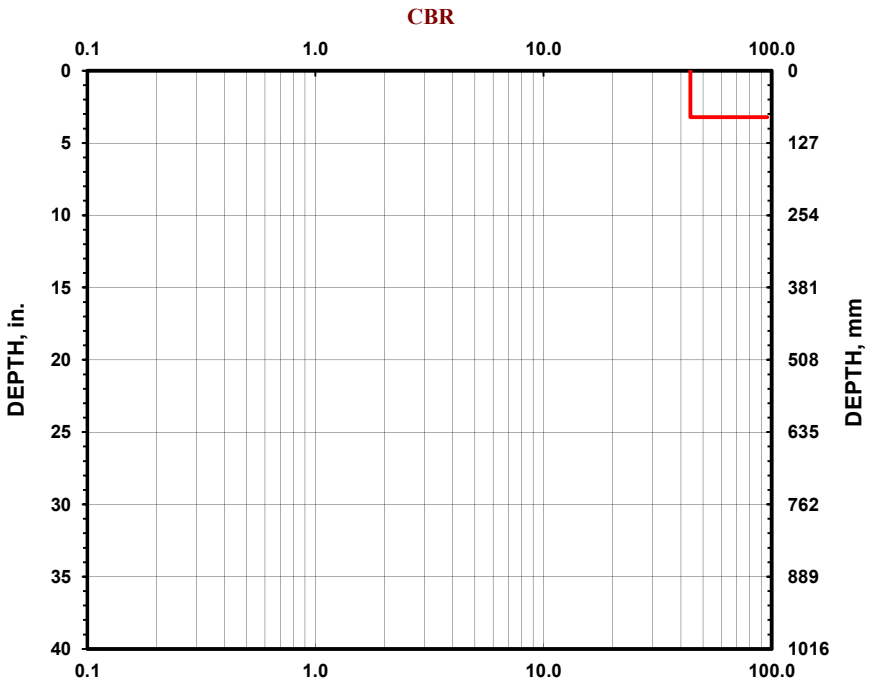
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

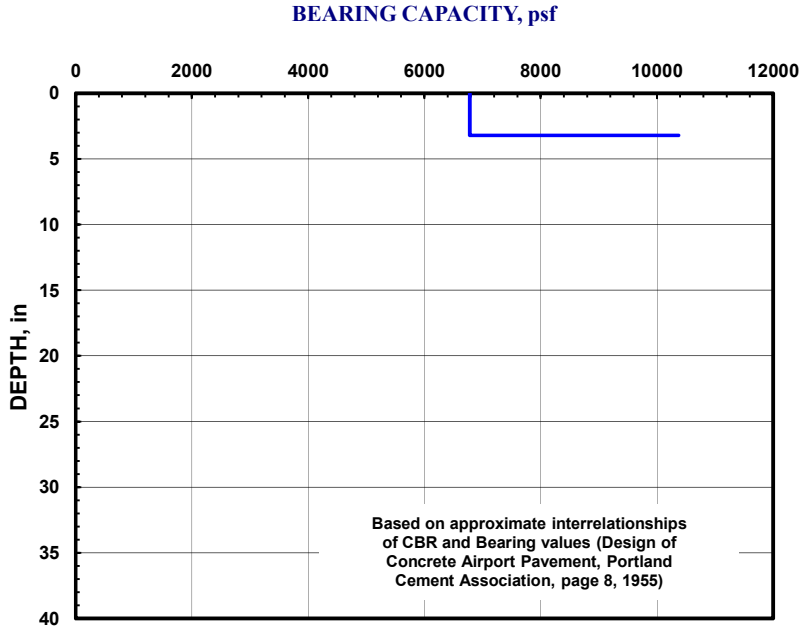
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
30	81.28	2





KDCP TEST DATA

File Name: Kessler C-6

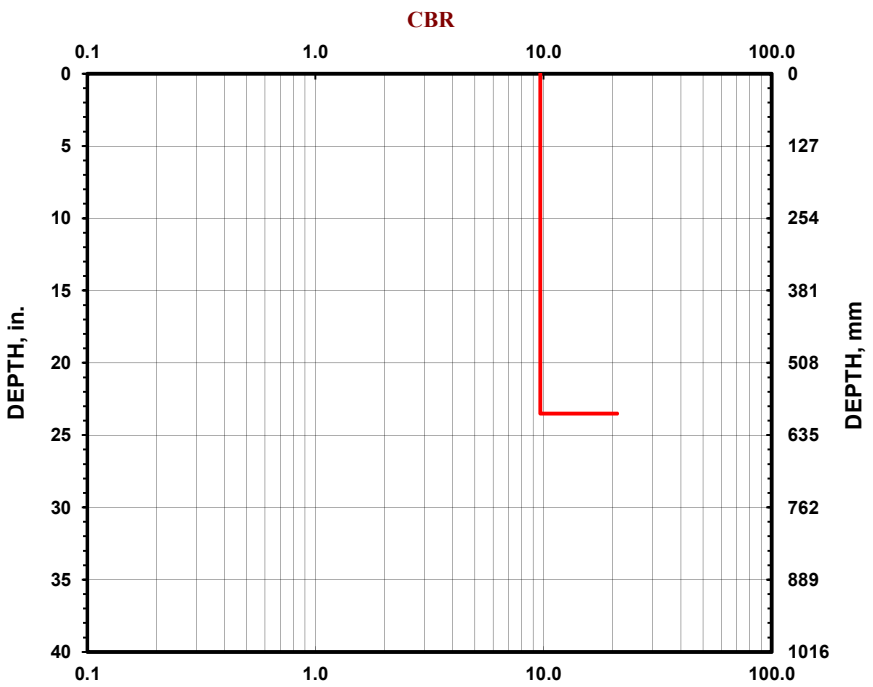
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

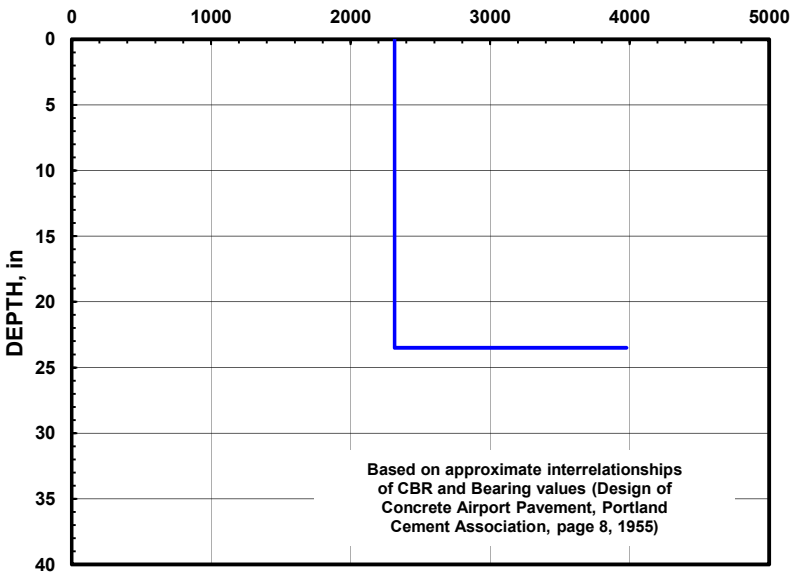
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
57	596.9	2





KDCP TEST DATA

File Name: Kessler C-7

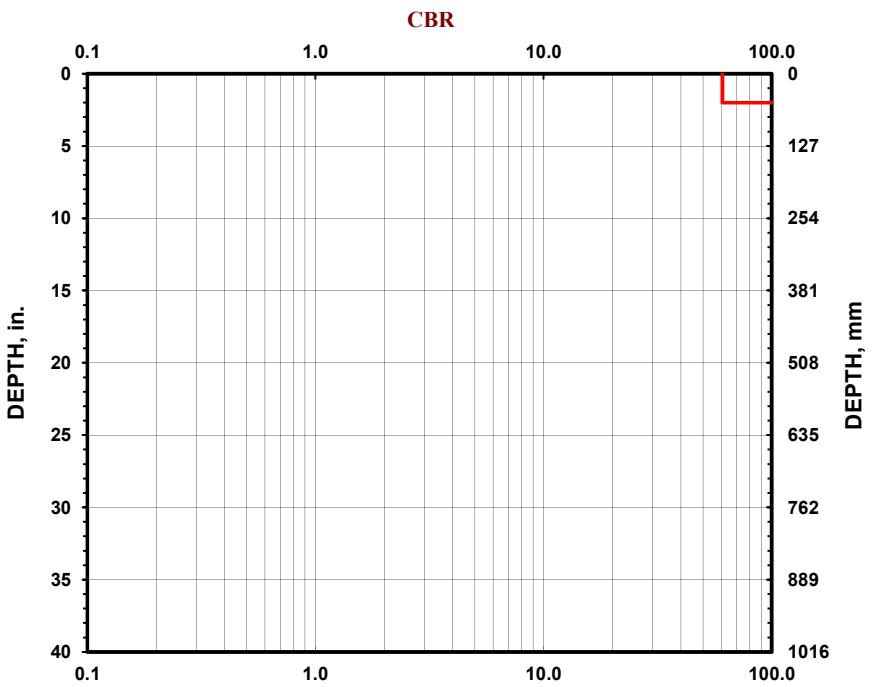
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

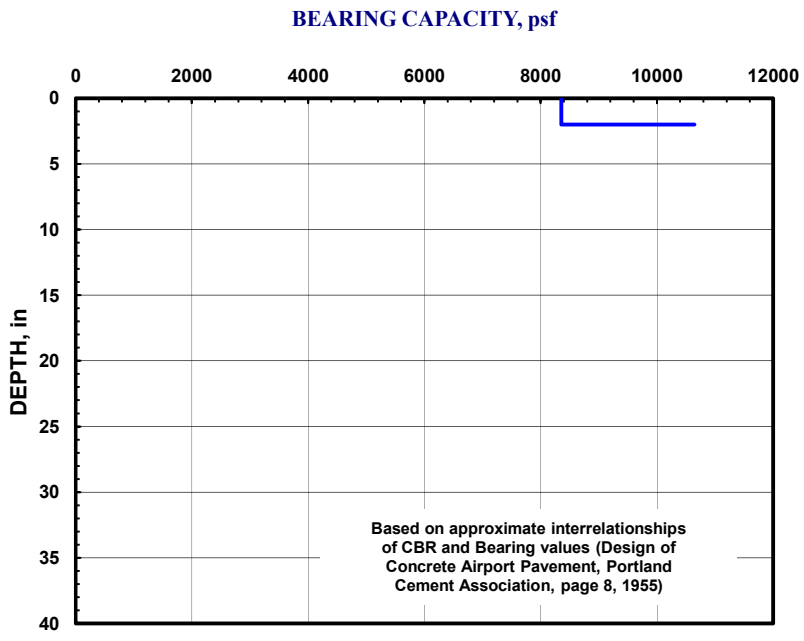
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
25	50.8	2





KDCP TEST DATA

File Name: Kessler C-8

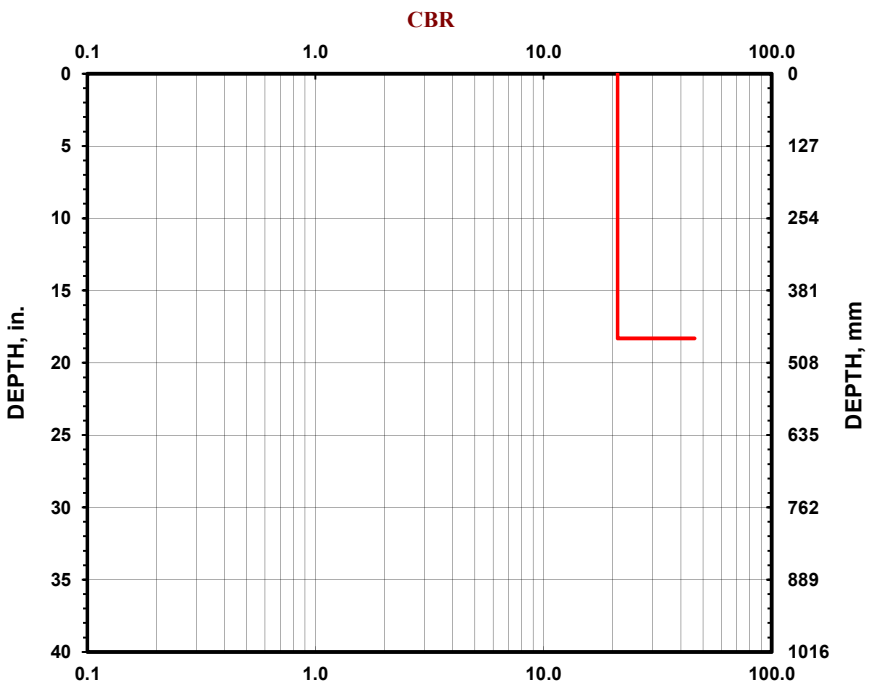
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

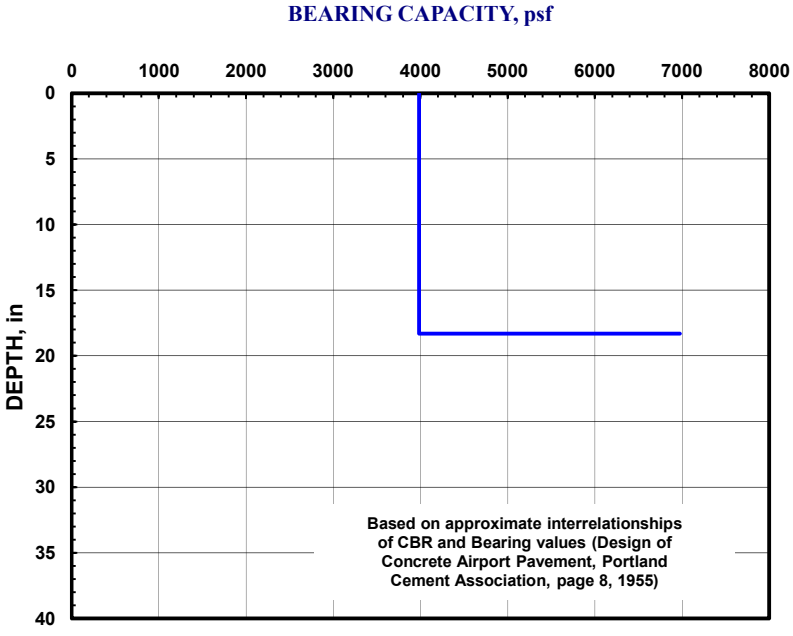
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
89	464.82	2





KDCP TEST DATA

File Name: Kessler C-9

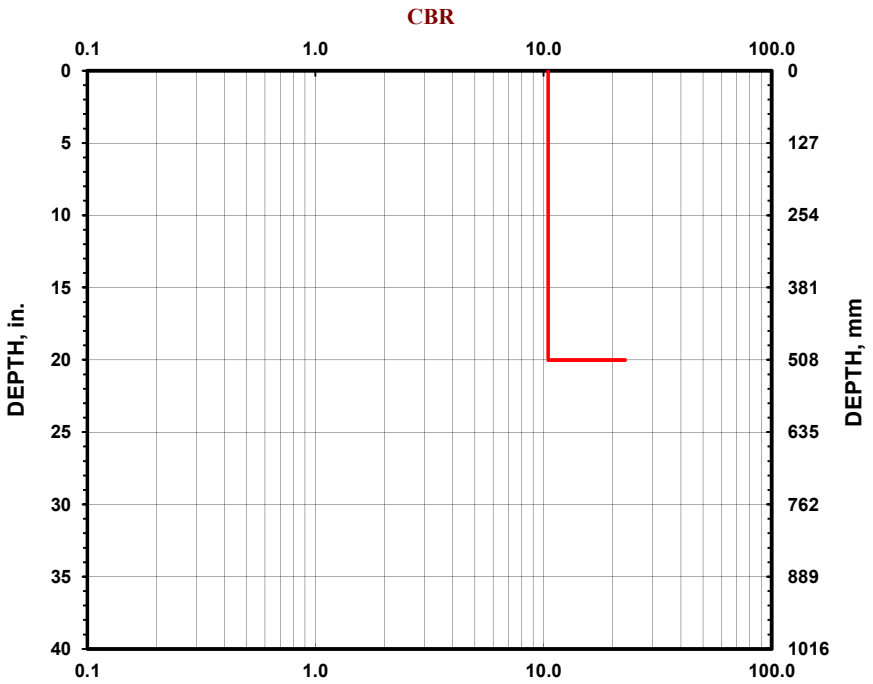
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

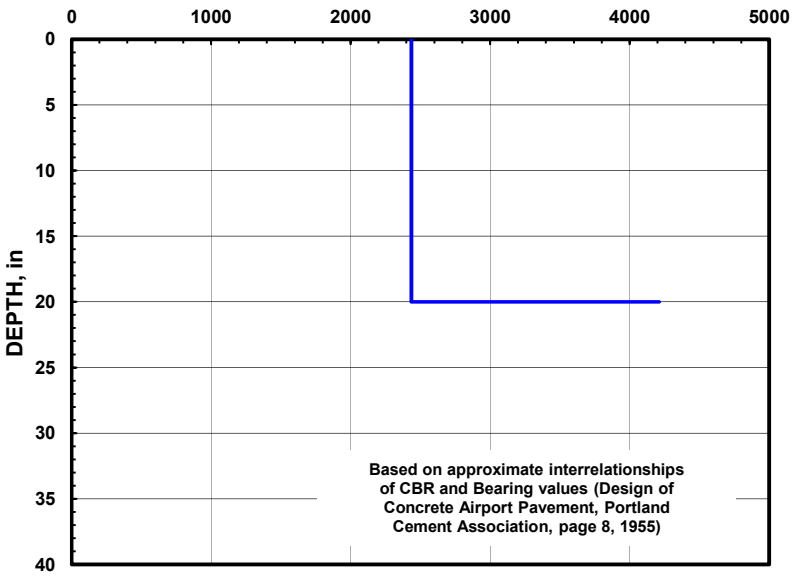
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
52	508	2





KDCP TEST DATA

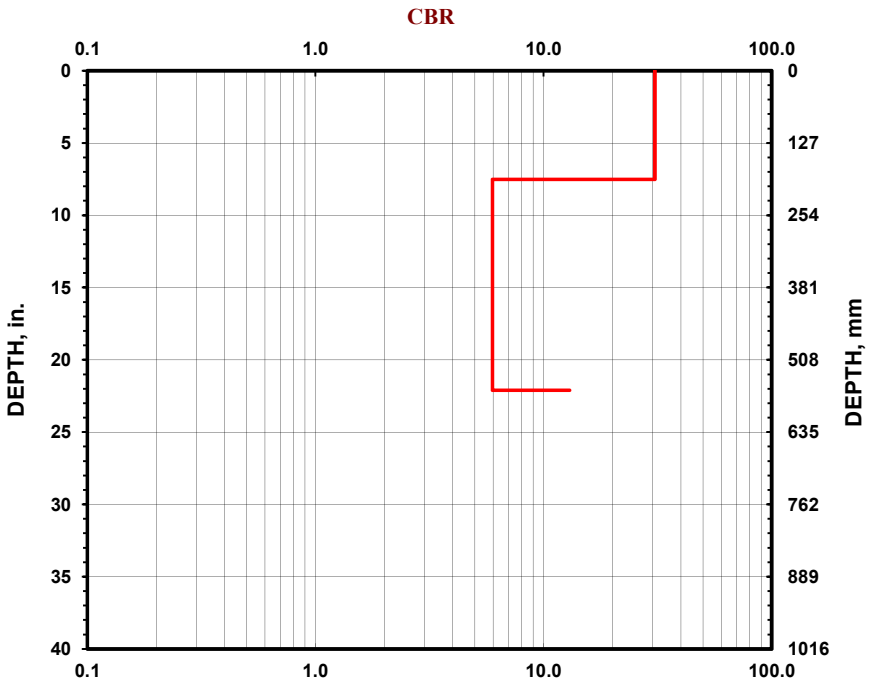
File Name: Kessler C-10

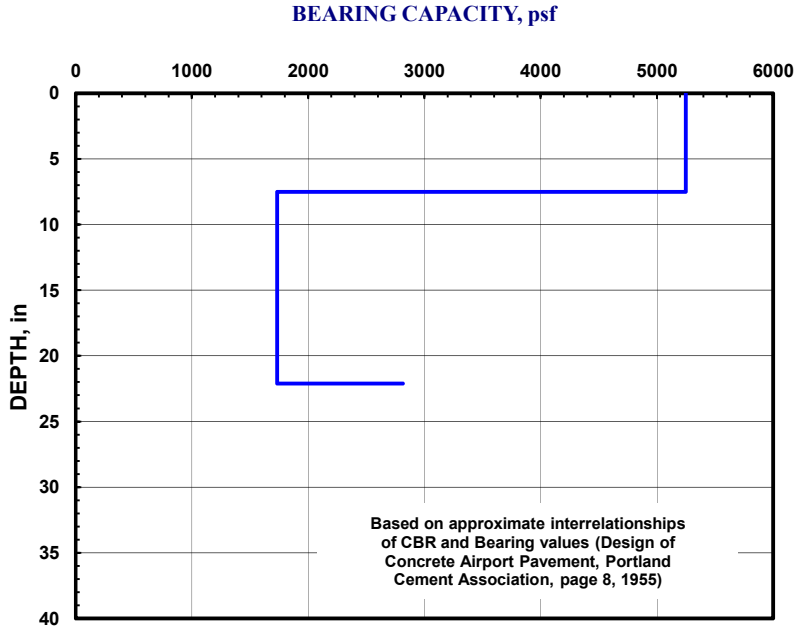
Project: *Holbrooks Road Site*
Location: Huntersville, NC
Date: 16-Aug-25
Soil Type(s): Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
51	190.5	2
23	561.34	2





KDCP TEST DATA

File Name: Kessler C-11

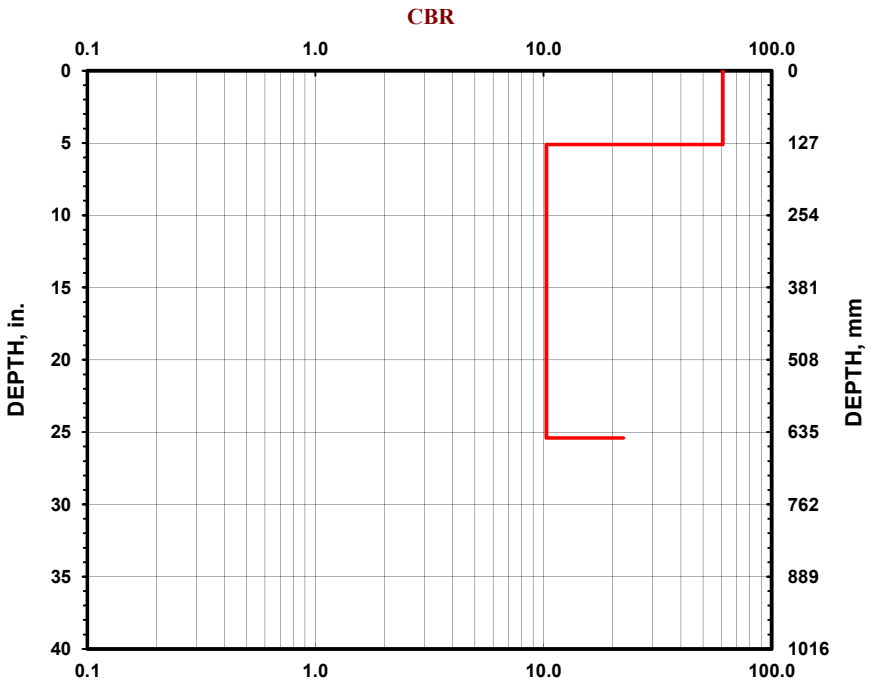
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

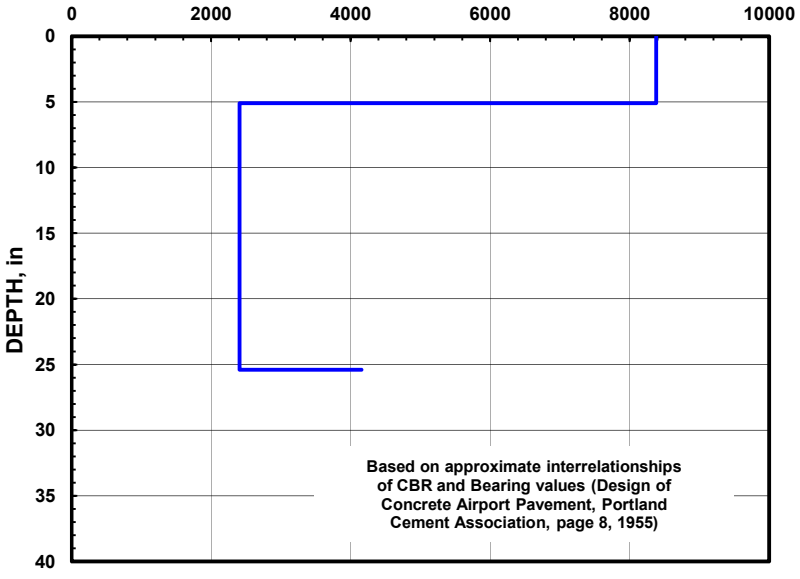
Location: Huntersville, NC **Soil Type(s):** Silty Sand (SM)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
64	129.5	2
52	645.16	2





KDCP TEST DATA

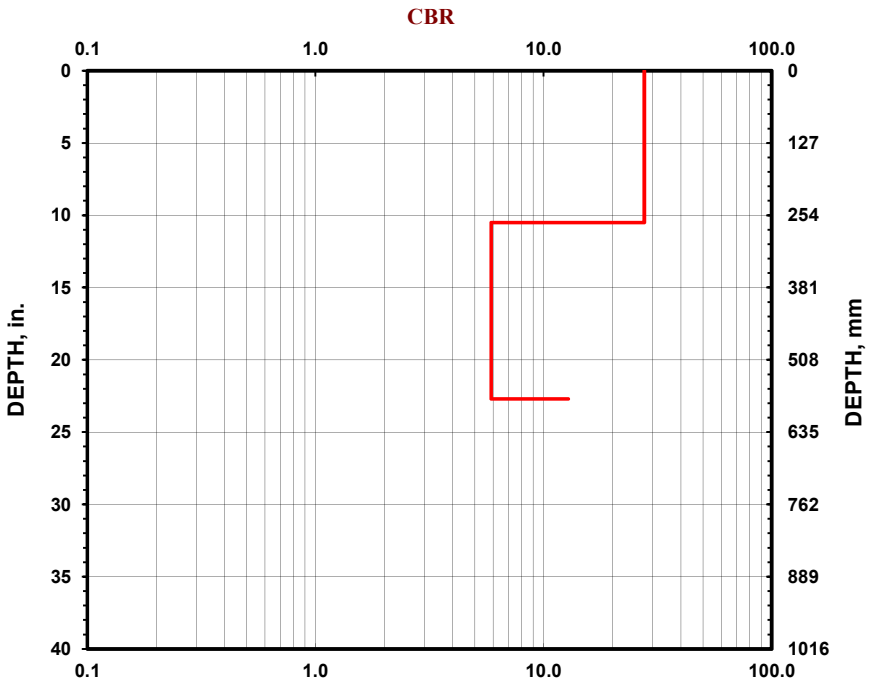
File Name: Kessler C-12

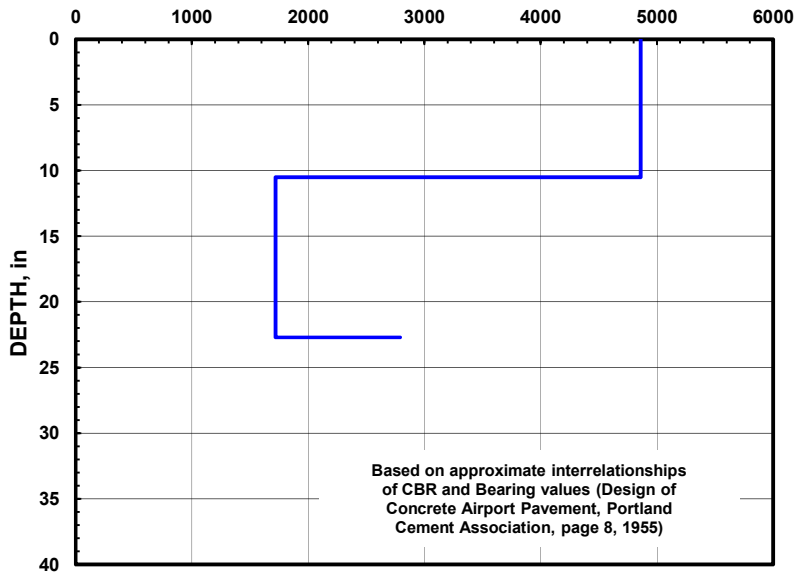
Project: *Holbrooks Road Site*
Location: Huntersville, NC
Date: 16-Aug-25
Soil Type(s): Clayey Sand (SC)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
65	266.7	2
19	576.58	2





KDCP TEST DATA

File Name: Kessler C-13

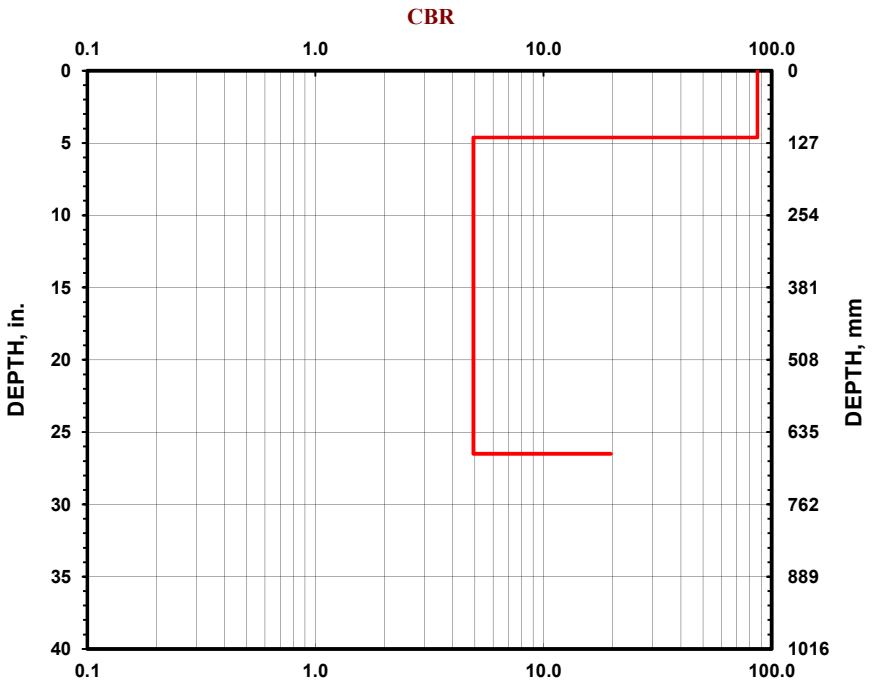
Project: *Holbrooks Road Site* **Date:** 16-Aug-25

Location: Huntersville, NC **Soil Type(s):** Lean Clay (CL)

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	2
37	116.84	2
42	673.1	2



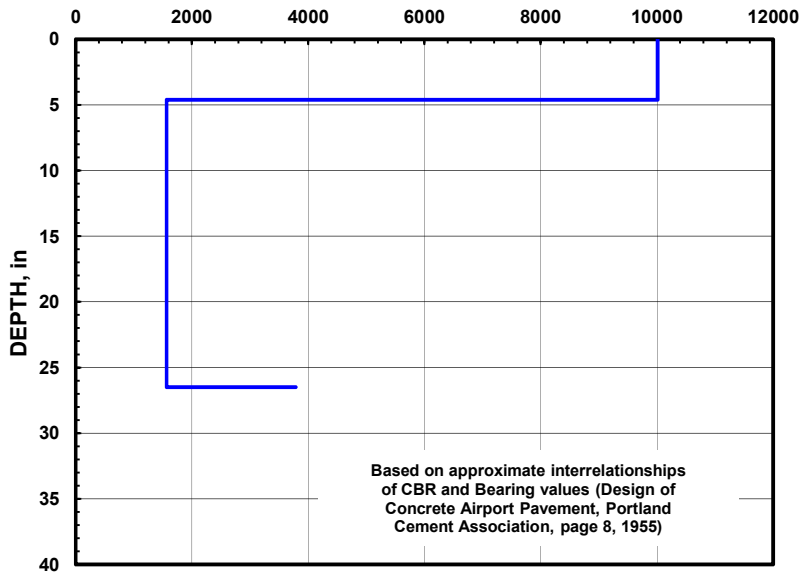




Photo 1: Core from C-1



Photo2: Core from C-3

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG

1



Photo 3: Core from C-4



Photo 4: Core from C-5

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG
2



Photo 5: Core from C-6



Photo 6: Core from C-7

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

East Lake (Tuckalake) Dam
Armstrong Glen, P.C.
Charlotte, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG
3



Photo 7: Core from C-8



Photo 8: Core from C-9

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG

4



Photo 9: Core from C-10



Photo 10: Core from C-11

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG
5



Photo 11: Core from C-12



Photo 12: Core from C-13

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG
6



Photo 13: Core from C-14

FROEHLING & ROBERTSON
Engineering Stability Since 1881

DATE:	August 2025	
SCALE:	Not Applicable	
DRAWN:	CJW	63D-0055

Holbrooks Road
Griffin Brothers
Huntersville, North Carolina

SITE PHOTOGRAPHS

PHOTO LOG
7

Town Engineering Rezoning Comment Summary
R25-09 Greenway Waste Stream Relocation (CSP-500081)
15416 Holbrooks Rd (PID 01910102) Huntersville, NC 28078

General Project Information

This proposed rezoning is located off Holbrooks Road (SR-2446) and consists of relocating approximately 1,445 linear feet of an existing unnamed tributary to Cane Creek and expansion of the existing landfill by approximately 43 Acres.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

1) A TIA Determination was completed on 7/14/2025 for the proposed development. Based on the proposed use and intensity, a TIA for the Town is not required as the trips anticipated are below the Town threshold.

Transportation and Stormwater:

1) The proposed development is requesting to modify section 8.25 of the Zoning Ordinance for permitted SWIM buffer impacts. The proposed mitigation (#9 - alternative mitigation per 8.25.11) is to replace the stream channel in exceedance of what would be removed, 1,445 linear feet to be removed and 3,800 linear feet to be added, and to provide additional area adjacent to the required SWIM buffers that will be preserved by conservation easement. Approximately 9.64 Acres of conservation easement is proposed.
2) The tie in of the proposed creek relocation to Cane Creek is anticipated to have impacts on the floodplain limits in the area. The applicant has submitted a flood study to Mecklenburg County to review the extent of these impacts (currently still under their review). Any proposed development within the floodplain will require a floodplain development permit from Mecklenburg County prior to the approval of construction plans.
3) The applicant has not provided an accurate impervious summary for this development. If the proposed impervious were to exceed 12%, the development would be subject to performance criteria for high density projects listed in Zoning Ordinance 8.17.12.b.
4) The plan set submitted on 8/13/25 for review shows the proposed required stream buffer conflicting with the existing closed phase 1 C&D landfill with the note “Existing waste to be relocated per engineering plans.” More detail is needed from the applicant on the means of removal and if any remediation is proposed to the soil in this area before it can be determined if this is acceptable.

Town Engineering Rezoning Comment Summary
R25-09 Greenway Waste Stream Relocation (CSP-500081)
15416 Holbrooks Rd (PID 01910102) Huntersville, NC 28078

General Project Information

This proposed rezoning is located off Holbrooks Road (SR-2446) and consists of relocating approximately 1,445 linear feet of an existing unnamed tributary to Cane Creek and expansion of the existing landfill by approximately 43 Acres.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

1) A TIA Determination was completed on 7/14/2025 for the proposed development. Based on the proposed use and intensity, a TIA for the Town is not required as the trips anticipated are below the Town threshold.

Transportation and Stormwater:

1) *UPDATE 9/15* *The plan set dated September 2025 has removed the additional buffer area as a proposed mitigation. The plan does still provide the required SWIM buffer for the proposed stream channel.*

   The proposed development is requesting to modify section 8.25 of the Zoning Ordinance for permitted SWIM buffer impacts. The proposed mitigation (#9 - alternative mitigation per 8.25.11) is to replace the stream channel in exceedance of what would be removed, 1,445 linear feet to be removed and 3,800 linear feet to be added, and to provide additional area adjacent to the required SWIM buffers that will be preserved by conservation easement. Approximately 9.64 Acres of conservation easement is proposed.

2) The tie in of the proposed creek relocation to Cane Creek is anticipated to have impacts on the floodplain limits in the area. The applicant has submitted a flood study to Mecklenburg County to review the extent of these impacts. Any proposed development within the floodplain will require a floodplain development permit from Mecklenburg County prior to the approval of construction plans.

3) *UPDATE 9/15* *The plan has addressed the impervious summary with no post-construction stormwater required, under the assumption that the proposed closure cap is not considered BUA.*

The plan set dated July 2025 has not provided an accurate impervious summary for this development. If the proposed impervious were to exceed 12%, the development would be subject to performance criteria for high density projects listed in Zoning Ordinance 8.17.12.b.

4) The plan set submitted on 8/13/25 for review shows the proposed required stream buffer conflicting with the existing closed phase 1 C&D landfill with the note “Existing waste to be relocated per engineering plans.” More detail is needed from the applicant to determine if this will create a conflict with the existing monitoring well network.

5) *ADDITIONAL ITEM 9/15* A typical section reflecting the required frontage improvements on Holbrooks Rd is to be provided.

6) *ADDITIONAL ITEM 9/15* Grading impacting a potential post-construction buffer is shown on the western corner of PID 01910116. The delineated buffer is required to be shown on the rezoning plans and grading removed from its limits, unless it is a part of the requested modification.

Community Meeting Attendance Log

Project Name:	R25-09 Greenway Waste Stream Relocation
Location of Meeting:	Dellwood Community Center
Date:	8/4/25
Time:	6:00 PM

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

For the record of attendance, please list your first and last name:

1 [illegible]
2 [illegible]
3 Christine Wolak
4 Richard + Ruthie Huffman
5 MIKE TINSLEY
6 Bobby Williams
7 Bill Hammill
8 DREW BOWMAN
9
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Summary Discussion

1. Landfill Facility Expansion, Environmental Compliance, and Water Management

- **Facility Entrance and Fire Safety**
  Discussion on the new entrance opening, closure of the old entrance, and its use for backup and fire safety purposes.
- **Liner System and Stormwater Management**
  Details about the liner system, its role in environmental stewardship, and how stormwater and leachate are managed, including collection, testing, and treatment.
- **Capping of Existing Landfills**
  Discussion on the timing and process for capping the two existing landfill cells, integration with new liner systems, and current status of closed portions.
- **Groundwater Monitoring and Contaminant Remediation**
  Explanation of groundwater movement, number of test wells, frequency of testing, and remediation efforts for contaminants and methane.
- **Permitting and Zoning Variance**
  Clarification on the need for zoning variances and the permitting process with the town and DEQ.
- **Coordination with County and Water Runoff Remediation**
  Emphasis on working with the county to address water runoff and creek remediation, including partnership and shared responsibilities.
- **Permitting Timeline Coordination**
  Comparison of permitting timelines between the project and county for stream restoration, aiming for better alignment.
- **Landfill Height and Capacity**
  Discussion on the engineered height of the landfill, final height projections, and estimated capacity in cubic yards and tons.

Conclusion

1. The new entrance will open, and the old one will be closed except for backup and fire safety use; it will not be used by all employees or customers.
2. Stormwater that comes into contact with waste is collected in a lined system, tested, and sent to a wastewater treatment plant; direct discharge to the creek is not permitted.
3. Landfill slope closure will occur in phases meeting soil permeability standards, with some synthetic capping in the long term; the liner comes first, and the cap is the final step.
4. Groundwater wells and surface water are monitored semi-annually in accordance with NCDEQ guidelines.
5. No variance process is required for this project; permitting is ongoing and will be fine-tuned with DEQ and town input.

6. The team has partnered with the county to develop stormwater improvements that will benefit the surrounding area and the landfill.
7. County permitting for the new Mecklenburg County stream restoration is expected to take 9 to 12 months, and both projects are now expected to align better than previously thought.
8. The engineered height is 865 feet +/-, with a current high point of 820 feet; estimated capacity is 3.8 million cubic yards, with 65% of that in tons.

2. Landfill facility expansion, rezoning, and public meeting planning

- **Landfill Elevation and Boundaries**
  Discussion about landfill elevation (865+/-), boundaries, and compliance with DEQ requirements, including changes since 2007 and reduction in visual/noise impacts.
- **Landfill Closure Dates and Capacity**
  Lincoln County landfill is projected to close in seven years (2032) based on DEQ airspace calculations. North Meck has approximately five years of capacity left if no assignment is made.
- **Meeting Notes and Deliverables**
  Responsibility for meeting notes and ensuring they are sent to the town, with two town representatives present. Notes will be included in the town board agenda and made available online.
- **Public Meeting Schedule**
  Three public meetings are scheduled: September 2 (public hearing), September 23 (planning board), and October 21 (potential final action).
- **Rezoning and Special Use Permit Process**
  Rezoning and special use permit are two separate items. Rezoning involves public hearings and board review; special use permit is quasi-judicial and only heard at the town board level, with strict rules on ex parte communication.
- **Public Input and Communication**
  Public and adjacent property owners can provide input on rezoning at any time, but special use permit comments must be made at the hearing. Contact information for all commissioners is available online.
- **Zoning and Variance Questions**
  Discussion about current zoning (commercial business), Article 9:23, and the need for rezoning to special purpose for certain operations and buffers. ULI study recommendations for density and land use were mentioned.
- **Creek and Buffer Requirements**
  Rezoning involves a 20-acre creek area, requiring special purpose zoning and a 100-foot undisturbed vegetative buffer around the perimeter. Collaboration with the county on creek restoration cross-section, habitat, and tree save areas.
- **Technical Drawings and Visuals**
  Plans to provide more technical drawings and visuals, especially regarding buffers, creek rerouting, and facility boundaries.

3. Subdivision development, infrastructure modifications, access planning, and property use coordination

- **Restrictive Covenants and Subdivision Modifications**
  Mr. Tinlsey raised concerns about restrictive covenants in the Cane Creek Forest subdivision affecting the ability to route a creek for a special purpose use district. There was discussion about updating the covenants, referencing modifications from 2016 and the need to revisit unfinished updates. The original road design and property boundaries were also discussed.
- **Development Approvals and Timeline**
  Discussion about development approvals, updating plans based on finalized approvals, and using new CAD drawings. Mike Griffin mentioned that the development is expected to be approved by November 1, and August 12 was identified as the last date for hard-coded changes to the plans for public hearing submission.
- **Access and Entrance Routes**
  There was a detailed discussion about current and future access points, including the use of an existing facility entrance for E911 purposes, the avoidance of creating a new driveway on Holbrooks Road and the use of a gravel entrance from the landfill property that will not require DOT-approval. The exiting landfill entrance will be restricted to maintenance (AT&T, Verizon, T-Mobile) for cell tower access, with minimal truck traffic expected.
- **Cell Tower Construction and Carrier Access**
  AT&T, Verizon, and soon T-Mobile have filed permits for cell tower attachments. Construction access will use the existing facility entrance, and radios are expected to be installed within the next 60 days from the meeting date (by October 4, 2025).
- **Stream Relocation and access for Cell Tower Access and New Landfill Entrance**
  The meeting covered the stream relocation project, including the use of an existing culvert for tower access, limited traffic, design considerations for commercial vehicle access, and concerns about the impact on traffic patterns, especially regarding Commerce Station entrance and truck routes.
- **Landscaping and Buffer Plantings**
  Discussion about tree plantings and buffers, including the location of new plantings to provide screening for residences, and efforts to improve the visual buffer.
- **Rezoning and Special Purpose Use**
  A parcel was recently purchased and is being considered for rezoning from commercial business to special purpose use. The impact on adjacent properties, including the potential for a new or replacement bridge, was discussed.
- **Bridge Construction and Cost Responsibility**
  There was debate about who should pay for a new or replacement bridge in the Cane Creek dubdivision, with concerns that the council expects residents to cover the cost in exchange for driveway use.
- **Water Quality**
  Mike Griffin mentioned the requirement to check surface water quality in the new stream.
- **Sewer Line and Gravity Issues**
  There was discussion about the location and elevation of the gravity sewer line, challenges with

crossing it with new stream channel, and ongoing efforts to coordinate with Charlotte Water to adjust the project design.

4. Stormwater management solutions and neighborhood covenants compliance

- **Stormwater Management Solutions**
  Discussion of three potential solutions for stormwater management, including routing options for a tributary, environmental impacts, and the need to address stormwater issues for 350 acres.
- **Neighborhood Covenants and Compliance**
  Concerns raised about routing business solutions through the neighborhood, compliance with covenants, and the need to revisit and clean up previous agreements and documents.
- **Property and Easement Arrangements**
  Review of past property transactions, easements, and agreements involving multiple parties, including gifting land, building restrictions, and the setup of easements.
- **Environmental Stewardship and Regulatory Requirements**
  Discussion on the broader environmental benefits of the proposed solutions, regulatory requirements from the county and Corps, and the need to address groundwater contamination and landfill management.
- **Community Concerns and Nuisance Issues**
  Concerns about nuisance activities from neighboring properties to the east of the Hammill property, such as noise from dump trucks and potential ordinance violations.
- **Next Steps and Documentation**
  Agreement to document the meeting's outcomes, share with relevant parties, and update design plans to be more exact.

POLARIS 3G PROPERTY OWNERSHIP REPORT

Date Printed: 07/21/2025

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No	Parcel ID	Address on Property (max 3)	Owner Name
1.	01910101	NA	1) GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC
2.	01910102	15330 HOLBROOKS RD HUNTERSVILLE NC 28078 15360 HOLBROOKS RD HUNTERSVILLE NC 28078 15350 HOLBROOKS RD HUNTERSVILLE NC 28078	1) GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC
3.	01910105	NA	1) C&D MANAGEMENT COMPANY LLC
4.	01910107	14930 HOLBROOKS RD HUNTERSVILLE NC 28078	1) GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC
5.	01910109	15106 HOLBROOKS RD HUNTERSVILLE NC 28078 15114 HOLBROOKS RD HUNTERSVILLE NC 28078 15300 HOLBROOKS RD HUNTERSVILLE NC 28078	1) GREENWAY RECYCLING AT NORTH MECK LLC
6.	01910113	NA	1) GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC
7.	01910114	NA	1) GREENWAY WASTE SOLUTIONS LLC
8.	01910116	15102 HOLBROOKS RD HUNTERSVILLE NC 28078 15110 HOLBROOKS RD HUNTERSVILLE NC 28078	1) GREENWAY WASTE SOLUTIONS LLC
9.	01920312	14931 HOLBROOKS RD HUNTERSVILLE NC 28078	1) HURT HUNTER
10.	01930104	NA	1) JOHNSTON ARNOLD W
11.	01910119	NA	1) GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC
12.	01927467	12711 ES DRAPER DR HUNTERSVILLE NC 28078	1) STIER FRANK
13.	01927468	12715 ES DRAPER DR HUNTERSVILLE NC 28078	1) MOSCA JOSEPH CHARLES
14.	01927469	12719 ES DRAPER DR HUNTERSVILLE NC 28078	1) SOMMERS TODD ALLEN 2) MONNIN JENNIFER M
15.	01927470	12723 ES DRAPER DR HUNTERSVILLE NC 28078	1) BALLEW SCOTT 2) BALLEW ANN
16.	01927614	13412 QUICKSILVER LN HUNTERSVILLE NC 28078	1) RUBAINE KEITH 2) RUBAINE MERLE
17.	01927615	13416 QUICKSILVER LN HUNTERSVILLE NC 28078	1) ANKENY ANNE-LIESSE HLLARY 2) ANKENY GERALD HOWARD
18.	01927616	12718 ES DRAPER DR HUNTERSVILLE NC 28078	1) RODRIGUEZ KELLY D 2) RODRIGUEZ FRANK LOUIS JR
19.	01927617	14803 HOLBROOKS RD HUNTERSVILLE NC 28078	1) SPAIDE SHERRY
20.	01927618	14797 HOLBROOKS RD HUNTERSVILLE NC 28078	1) PARKUNAN VENKATESAN 2) KARUPPANNAN RADHA
21.	01927619	14791 HOLBROOKS RD HUNTERSVILLE NC 28078	1) DAVENPORT AMANDA LAUREN LEE 2) LEE DAVENPORT LIVING TRUST 3) DAVENPORT WADE T
22.	01927620	14785 HOLBROOKS RD HUNTERSVILLE NC 28078	1) MURPHY DANIEL JOSEPH 2) MURPHY JESICA CONWAY
23.	01927621	14779 HOLBROOKS RD HUNTERSVILLE NC 28078	1) GUINCHO CARL DENNIS SR 2) ANDERSON LIM L

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24.	01927622	14773 HOLBROOKS RD HUNTERSVILLE NC 28078	1) MIXAYCHAREUN JENNIFER MARIE 2) MIXAYCHAREUN PARAMY
25.	01927623	14767 HOLBROOKS RD HUNTERSVILLE NC 28078	1) ZOOK STEVEN M 2) ZOOK LANA R
26.	01927627	14802 ALLEY GORY HUNTERSVILLE NC 28078	1) SOUTHSIDE NEIGHBORHOOD LLC
27.	01927628	NA	1) VERMILLION COMMUNITY ASSOCIATION INC 2) C/O KUESTER MANAGEMENT GROUP LLC
28.	01927473	NA	1) VERMILLION COMMUNITY ASSOCIATION INC 2) C/O KUESTER MANAGEMENT GROUP LLC
29.	01937201	11314 VANGUARD PY HUNTERSVILLE NC 28078	1) BHOWMIK KAUSHIK DUTTA 2) PAUL KABITA
30.	01937269	14941 HOLBROOKS RD HUNTERSVILLE NC 28078	1) GRIFFIN MARK C 2) STANFIELD-GRIFFIN ERICA N
31.	01937285	NA	1) VERMILLION COMMUNITY ASSOCIATION INC 2) C/O KUESTER MANAGEMENT GROUP LLC

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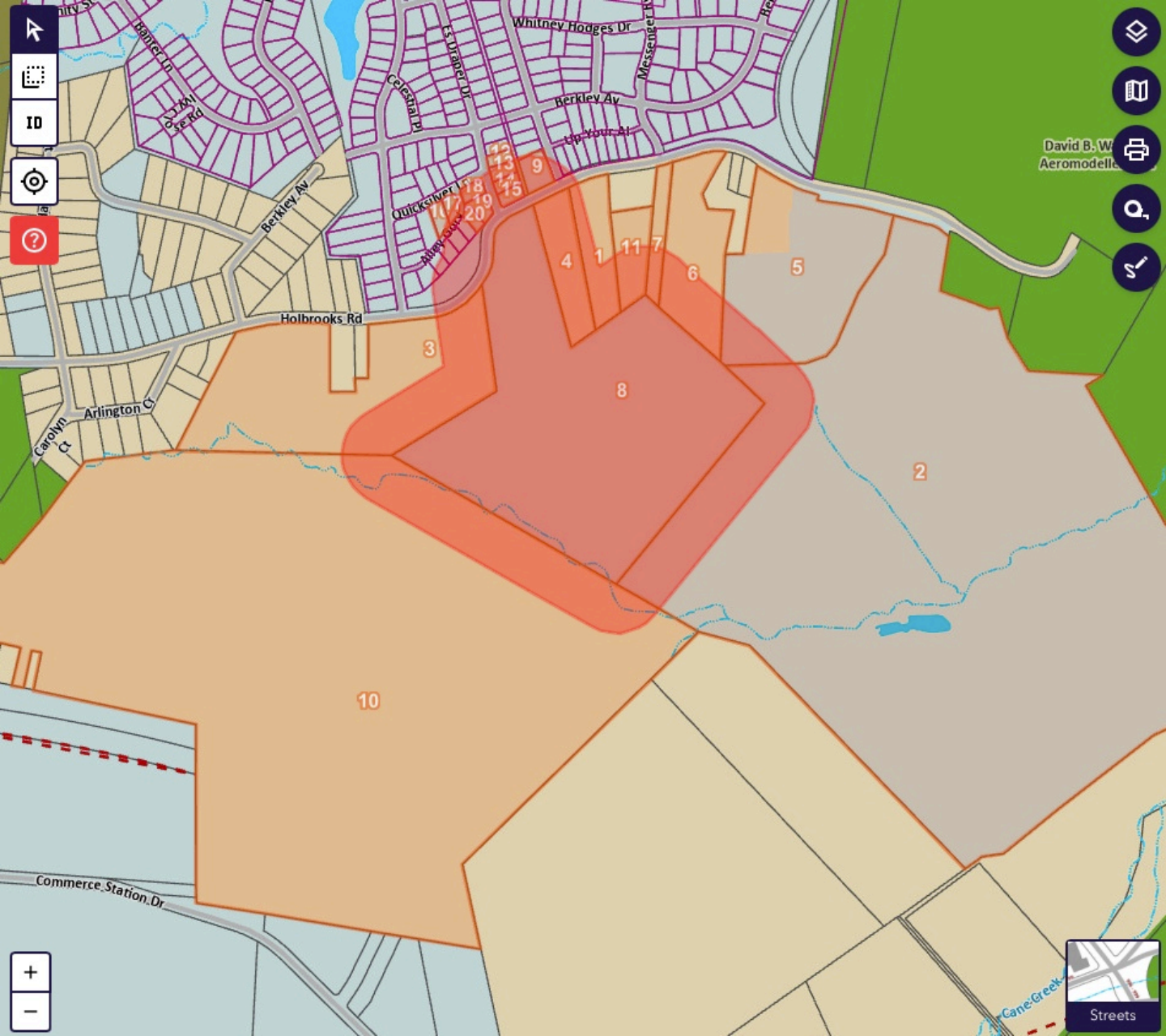
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Berkley Av
Celestial Pl
Quicksilver Ln
Alley Ohio
Holbrooks Rd
Arlington Ct
Carolyn Ct
Commerce Station Dr
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POLARIS 3G PROPERTY OWNERSHIP REPORT

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1.	01910102	15330 HOLBROOKS RD HUNTERSVILLE NC 28078 15360 HOLBROOKS RD HUNTERSVILLE NC 28078 15350 HOLBROOKS RD HUNTERSVILLE NC 28078	1) GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC
2.	01910109	15106 HOLBROOKS RD HUNTERSVILLE NC 28078 15114 HOLBROOKS RD HUNTERSVILLE NC 28078 15300 HOLBROOKS RD HUNTERSVILLE NC 28078	1) GREENWAY RECYCLING AT NORTH MECK LLC
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4.	01910116	15102 HOLBROOKS RD HUNTERSVILLE NC 28078 15110 HOLBROOKS RD HUNTERSVILLE NC 28078	1) GREENWAY WASTE SOLUTIONS LLC
5.	01918135	12539 WILDLIFE LN HUNTERSVILLE NC 28078	1) GREENWAY WASTE SOLUTIONS LLC
6.	01919102	NA	1) MECKLENBURG COUNTY
7.	01919105	NA	1) MECKLENBURG COUNTY 2) % REAL ESTATE /FINANCE DEPT
8.	01919106	NA	1) MECKLENBURG COUNTY 2) C/O REAL ESTATE /FINANCE DEPT.
9.	01930104	NA	1) JOHNSTON ARNOLD W
10.	01934105	11737 TRAILS END LN HUNTERSVILLE NC 28078	1) TINSLEY MICHAEL L 2) TINSLEY TRACY W
11.	01934108	11745 TRAILS END LN HUNTERSVILLE NC 28078	1) HAMMILL WILLIAM W 2) HAMMILL CAMPBELL W
12.	01937103	15401 HOLBROOKS RD HUNTERSVILLE NC 28078	1) MECKLENBURG COUNTY
13.	01934118	11743 TRAILS END LN HUNTERSVILLE NC 28078	1) TRAILS END HOLDINGS LLC
14.	01919121	NA	1) MECKLENBURG COUNTY
15.	01937199	NA	1) MECKLENBURG COUNTY 2) C/O REAL ESTATE /FINANCE DEPT
16.	01930106	NA	1) GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC

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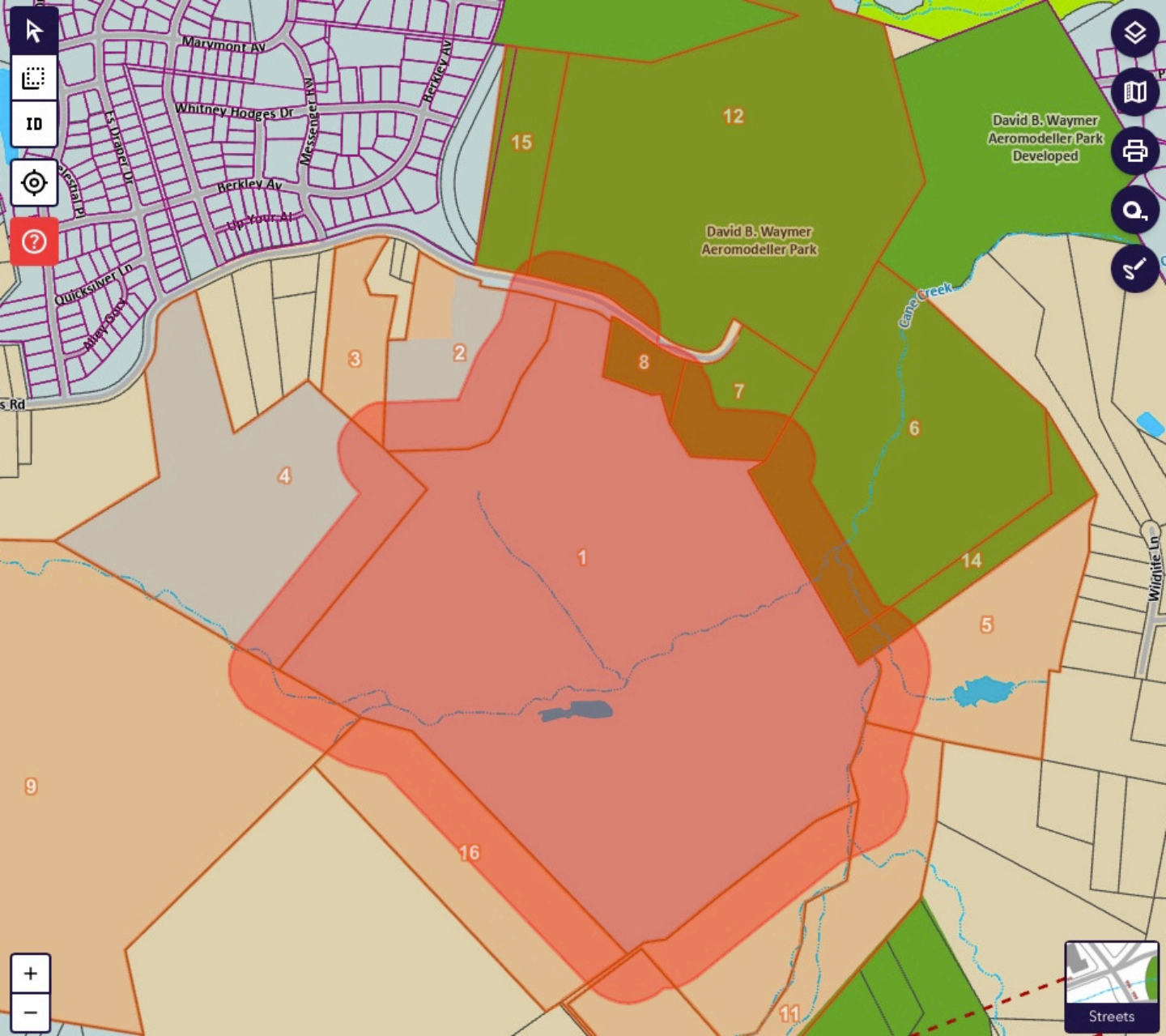
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Whitney Hodges Dr
Messenger Ln
Berkley AV
Berkley Av
Quicksilver Ln
Alley Base
David B. Waymer Aeromodeller Park
David B. Waymer Aeromodeller Park Developed
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1.	01910102	15330 HOLBROOKS RD HUNTERSVILLE NC 28078 15360 HOLBROOKS RD HUNTERSVILLE NC 28078 15350 HOLBROOKS RD HUNTERSVILLE NC 28078	1) GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC
2.	01930104	NA	1) JOHNSTON ARNOLD W
3.	01930105	12705 COMMERCE STATION DR HUNTERSVILLE NC 28078	1) LONG LINDA WESTER
4.	01934104	11735 TRAILS END LN HUNTERSVILLE NC 28078	1) BAUCOM JOHNSIE H
5.	01934105	11737 TRAILS END LN HUNTERSVILLE NC 28078	1) TINSLEY MICHAEL L 2) TINSLEY TRACY W
6.	01934118	11743 TRAILS END LN HUNTERSVILLE NC 28078	1) TRAILS END HOLDINGS LLC
7.	01930106	NA	1) GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC
8.	01930107	NA	1) LONG LINDA WESTER

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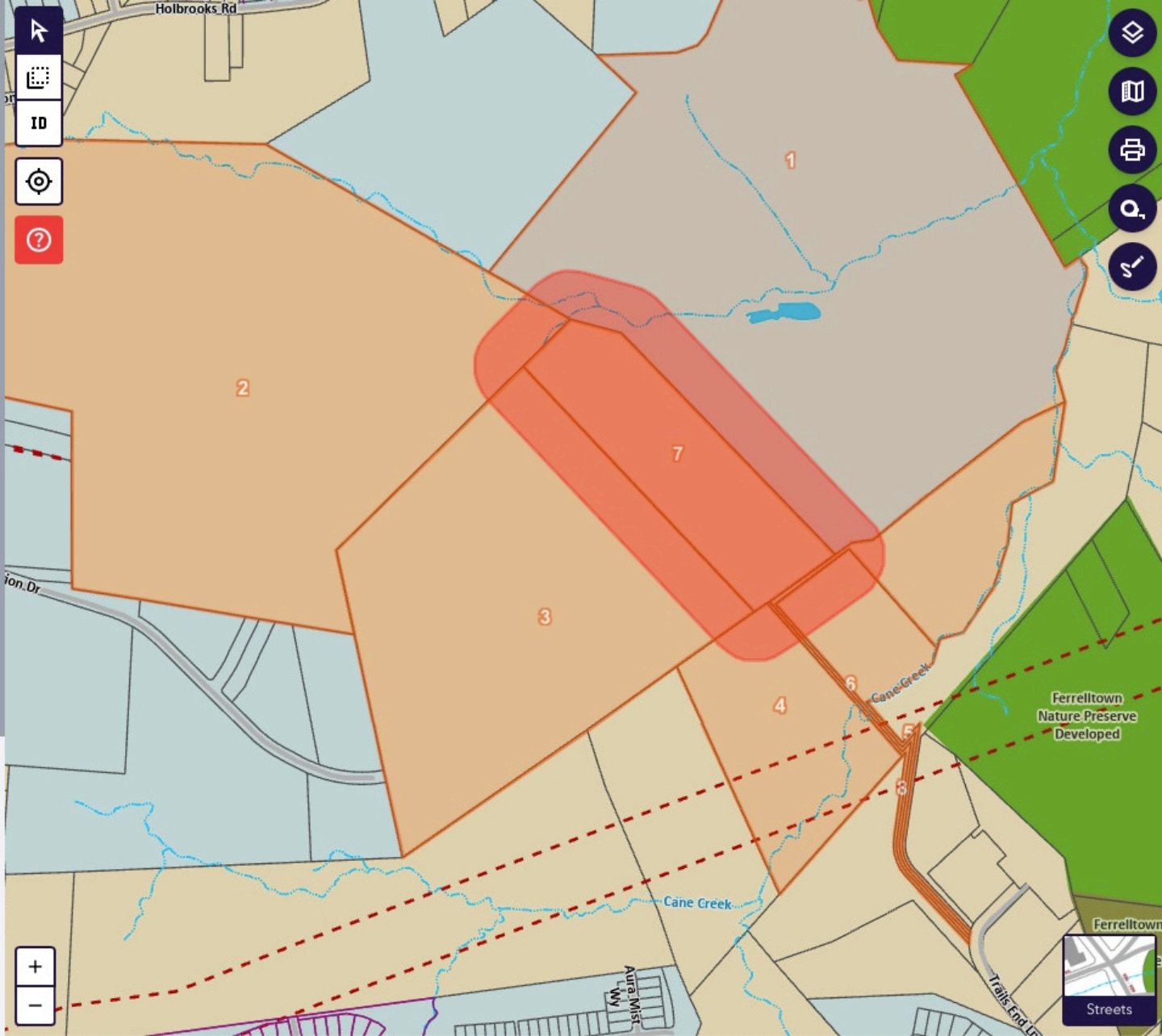
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Cane Creek
Cane Creek
Ferrelltown
Nature Preserve
Developed
Ferrelltown
Aura Mist Wy
Trails End Dr
Streets

ALEXANDER	GLENDA N			11750 TRAILS END LN	28078-4657	NC	HUNTERSVILLE
AUSTRIAN	MATTHEW	AUSTRIAN	NATALIE	14957 HOLBROOKS RD	28078	NC	HUNTERSVILLE
BAUCOM	JOHNSIE H			7861 DEER TRACK DR	28037	NC	DENVER
BOYD	CHARLISA DUNNING	BOYD	JIMMIE LEE JR	14965 HOLBROOKS RD	28078	NC	HUNTERSVILLE
CASE	RODNEY M JR	CASE	KELLY M	11763 TRAILS END LN	28078	NC	HUNTERSVILLE
CHILES	DAVID LLOYD	CHILES	KRISTINA	14953 HOLBROOKS RD	28078	NC	HUNTERSVILLE
DEAN	BRITTANY NICOLE			13628 BERKLEY AV	28078	NC	HUNTERSVILLE
DOSCH	KYLE	DORCH	ANDREA	14973 HOLBROOKS RD	28078	NC	HUNTERSVILLE
FREE	BRANDON TERRELL	FREE	ANDREA GIBBS	13610 BERKLEY AV	28078	NC	HUNTERSVILLE
GUIGNARD	CHARLES S			PO BOX 1766	28070	NC	HUNTERSVILLE
HARRELL	CHAD	HARRELL	JANELLE BEA	13712 BERKLEY AVE	28078	NC	HUNTERSVILLE
HEAGAN	BRIAN	HEAGAN	REBECCA	14949 HOLBROOKS RD	28078	NC	HUNTERSVILLE
HELLMAN	DONALD M	HELLMAN	ROSANNE M	4625 CROWN VISTA DR	28269	NC	CHARLOTTE
HUFFMAN	WILLIAM RICHARD	HUFFMAN	RUTH S	11749 TRAILS END LN	28078	NC	HUNTERSVILLE
JACKSON	RONALD K	JACKSON	ANGELA	14969 HOLBROOKS RD	28078	NC	HUNTERSVILLE
KEESLING	CHASE	KEESLING	SIDNEY	11313 VANGUARD PKWY	28078	NC	HUNTERSVILLE
KHOURY-ISSOUH	FARIS NABEEH	KHOURY-ISSOUH	NATALIE LLOYD	13618 BERKLEY AVE	28078	NC	HUNTERSVILLE
KLEINSMITH	JAIMEY	JAIMEY KLEINSMITH REVOCABLE LIVING	TRUST	14961 HOLBROOKS RD	28078-3622	NC	HUNTERSVILLE
MARTIN	PAUL MATTHEW	MARTIN	LINDA S	11701 TRAILS END LN	28078-4657	NC	HUNTERSVILLE
MONROE	NATHANIEL RUSSELL	MONROE	KATIE KINSER	13622 BERKLEY AVE	28078	NC	HUNTERSVILLE
MWANGI	CHRISTOPHER	MWANGI	SAMANTHA BALMER	13614 BERKLEY AVE	28078	NC	HUNTERSVILLE
RAFIZADEH	CAMRON PETER	TOVAR	CAMILOA RIVERA	13722 BERKLEY AVE	28078	NC	HUNTERSVILLE
RAMOS	NICOLE K			13708 BERKELEY AV	28078	NC	HUNTERSVILLE
RYAN	PHYLLIS S			13704 BERKLEY AVE	28078	NC	HUNTERSVILLE
SMITH	SYLVIA M	SMITH FAMILY REVOCABLE LIVING	TRUST	13718 BERKLEY AVE	28078	NC	HUNTERSVILLE
SOUTHSIDE NEIGHBORHOOD LLC				13815 CINNABAR PL	28078	NC	HUNTERSVILLE
TARIQ	SHEIKH OMAR	MARTIN	SHANNON ELIZABETH	14945 HOLBROOKS RD	28078	NC	HUNTERSVILLE
ASBURY PARK HOMEOWNERS ASSOCIATION INC				PO BOX 3104	28106	NC	MATTHEWS
BOWMAN DEVELOPMENT GROUP INC				13815 CINNABAR PL	28078	NC	HUNTERSVILLE
HOMEOWNERS ASSOCIATION OF MIRABELLA				13420 REESE BLVD W	28078	NC	HUNTERSVILLE
SHEA HOMES CAROLINA LLC				10130 PERIMETER PKWY STE 300	28216	NC	CHARLOTTE

Traffic Impact Analysis (TIA)
Application for Determination of TIA Need

Article 14.2 of the Zoning Ordinance requires that a Traffic Impact Analysis (TIA) be performed for any residential subdivision, multifamily site plan, or non-residential development, or portion thereof, which is expected to create one hundred (150) or more peak hour vehicle trips or 1,500 or more daily trips.

In order to determine whether a TIA will be required for your proposed development, please fill out the form below and submit to the Planning Department. A "Determination of TIA Need" will be made within 10 working days.

Applicant: Greenway Waste Solutions at North Meck, LLC

Project Name: Infill Area 2 Expansion

Project Address: 15300 Holbrooks Road, Huntersville, NC

Project Description (including square footage for each proposed land use):

Landfill expansion at North Meck Landfill. This is a 4.8M cubic yard expansion

The facility has averaged 105 customers per day (210 trips/day) over one year's time frame starting 5/1/24 thru 4/30/25. The facility is open from 7:00 AM to 5:00 PM Monday through Friday and 7:00 AM to 12:00 PM on Saturday. The facility does not expect additional traffic as a result of the expansion.

Applicant

Printed Name Greenway Waste Soutions at North Meck, LLC Phone 919-795-0599

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

Signature _____

Title Chief Operating Officer Email jdbrown@griffinbros.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 6/5/25

Daily Trips Anticipated 0

Peak Hour Trips Anticipated AM 0 **PM** 0

TIA Required (Yes/No) No

Date of Determination: 7/14/25

Comments: Determination based on no additional capacity to process more material than current conditions, only extending the duration of the facility operation.

General Application

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

1. Application Type

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

☐ Change of Use ☐ Commercial Site Plan ■ Conditional Rezoning ☐ General Rezoning ☐ Master Signage Program ☐ Special Use Permit ☐ Revision to Original Project # _____ ☐ Other _____	SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance ☐ Sketch Plan ☐ Preliminary Plan ☐ Final Plat (Includes Minor Subdivision) ☐ Exempt Subdivision ☐ Final Plat Revision ☐ Farmhouse Cluster

2. Project Data

Date of Application June 2, 2025

Name of Project North Meck Infill II Expansion Phase # (if subdivision) _____

Project Address 15300 Holbrooks Road, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01910102, 01930106, 01910116, 01910113, 01910119, 01910101, 01910107, 01910109, and 01934118

Current Zoning District Varies Proposed District (for rezoning only) SP-CD

Property Size (acres) 220.8 Street Frontage (feet) _____

Current Land Use Single Family Residential

Proposed Land Use(s) C&D Landfill and Recycling Center

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

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

This special use application is being submitted on behalf of Greenway Waste Solutions at North Meck, LLC. for the Infill II Landfill Expansion project.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at https://www.huntersville.org/528/Permits-Process.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name Greenway Waste Solutions, LLC, Greenwa Phone 704-533-5781

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

▣ By signature below, I hereby acknowledge, as (on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title Member Manager Email mike@griffinbros.com

Address of Applicant 19109 West Catawba Ave., Ste. 110, Cornelius, NC 28031

7. Property Owner (if different than applicant)

*Printed Name Greenway Waste Solutions, LLC, Greenw Phone 919-795-0599

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

☐ By signature below, I hereby acknowledge, as (on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title Member manager Email mike@griffinbros.com

Address of Property Owner 19109 West Catawba Ave. Suite 110 Cornelius, NC 28031

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

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

8. Development/Design Firm Contact Information

N/A

Development Firm	Name of Contact	Phone	Email
Civil and Environmental C	Todd Gingerich	980-260-2108	tgingerich@cecinc
Design Firm	**Name of Contact**	**Phone**	**Email**

Contact Information

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