



AGENDA

Regular Town Board Meeting

March 21, 2022 - 6:00 PM

TOWN HALL (101 Huntersville-Concord Road)

1. Pre-meeting - 4:30 p.m.

1.A. Discuss Various Retreat Topics Item Nos. 8, 10, 14, 18, 25, 27, 28.

2. Call to Order

3. Invocation - Moment of Silence

4. Pledge of Allegiance

5. Staff Questions

6. Public Comments, Requests, or Presentations

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve the minutes of the February 19, 2022 Special Town Board Meeting. (*Janet Pierson*)

9. Public Hearings

9.A. Conduct public hearing on the question of designating as a historic landmark the property known as the "Huntersville School #2", also known as the Dellwood Center, (including the exterior of the building and the approximately 2.787 acres of land listed under tax parcel 01908102 in the Mecklenburg County Tax Office) located at 508 Dellwood Drive. (*Kayleigh Mielenz*)

10. Other Business

- 10.A. Consider decision on the question of designating as a historic landmark the property known as the “Huntersville School #2”, also known as the Dellwood Center, (including the exterior of the building and the approximately 2.787 acres of land listed under tax parcel 01908102 in the Mecklenburg County Tax Office) located at 508 Dellwood Drive. *(Kayleigh Mielenz)*
- 10.B. Consider decision on Petition #R21-16, a request by Mosaic Development Group to rezone +/- 9.8 acres at 9102 Beatties Ford Road from Rural District to Neighborhood Residential Conditional District for age restricted multi-family housing (Parcel # 01526437). *(Brian Richards)*
- 10.C. Consider decision on Petition #R21-14, a request by Mecklenburg County to amend the conditional district rezoning plan for their recycling facility at 12230 Statesville Road (Parcel # 01720403) to expand the boundaries of the active area of the facility. *(Brad Priest)*
- 10.D. Consider decision on request to modify phasing of transportation improvements required for Northbrook Subdivision consistent with NCDOT's approval. *(Jack Simoneau)*
- 10.E. Consider approving budget amendment transferring \$24,000 from the Park Capital Reserve Fund to Capital Expense line for Holbrook Park Tennis/Pickleball Court Lights. *(Michael Jaycocks)*
- 10.F. Consider approving budget amendment in the amount of \$25,000 from Recreation Center Sponsorship Funds to fund Shade Shelter. *(Michael Jaycocks)*
- 10.G. Consider approving budget amendment to move \$35,000 from the sponsorship line and the \$10,000 private donation to fund the Trail Head Art Piece. *(Michael Jaycocks)*
- 10.H. Consider approving the contract with Landis Sculpture Studio for the Downtown Greenway Trail Head Art Piece. *(Tracy Houk)*
- 10.I. Consider approving amendment to the Town of Huntersville 150th Anniversary Committee Bylaws. *(Michael Jaycocks)*
- 10.J. Consider adopting Resolution to acquire right-of-way and easements for the construction of the Arahova Drive Project. *(Stephen Trott)*
- 10.K. Consider adopting Resolution to approve Purchase Contract for Commerce Substation Surplus Transformer. *(Don Mitchell)*
- 10.L. Adopt changes to Planning Board Rules of Procedure. *(Emily Sloop)*
- 10.M. Adopt changes to Huntersville Ordinances Advisory Bylaws. *(Emily Sloop)*

11. Mayor and Commissioner Reports/Closing Comments

12. Adjourn

Special Accommodations: Anyone needing special accommodations when attending this meeting and/or if this information is needed in an alternative format please contact the Town Clerk. The Clerk can be reached by phone or fax: 704-875-6541, email: clerk@huntersville.org or at 101 Huntersville-Concord Rd, Huntersville, NC 28078. We request at least 72-hours' notice prior to the meeting to make the appropriate arrangements.

The Board reserves the right to deviate from the agenda.

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Anthony Roberts

Date: March 21, 2022

Subject: Retreat Topics

EXPLAIN REQUEST:

Discuss Various Retreat Topics Item Nos. 8, 10, 14, 18, 25, 27, 28.

ACTION RECOMMENDED:

Discussion

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. 2022 Retreat Topics addressed thru March 7

VARIOUS RETREAT TOPICS

1. Open check book Ordinance/resolution
2. Discuss / Stream all 3 on 3 meetings
3. Return previous bylaws to the following appointed committees, allowing both chairs of the committee to be involved in any revisions needed and made, with each prospective committee voting on the bylaws (Ordinance Advisory Board & Board of Adjustment)
4. Create a police review board for officers to have the opportunity to have a disciplinary action reviewed
5. Change zoning requirements from 250 feet to ½ mile, with bigger signs 4' x 6', social media ads and ads in local paper
6. Vehicles using GPS, broken down by department
7. Closed session meetings—detailed minutes
8. Discuss CMS policy about schools in Huntersville, CMS Rubric, and Town's charter school options
9. Breakout all contract services individually for the upcoming budget workshops
10. Reduce Town Manager spending to 25K from 150K
11. Establishing Huntersville's identity as a community
12. Creation of legislative agenda (magistrate, ocular melanoma)
13. Affordable/workforce Housing in Huntersville, considering comprehensive neighborhood improvement program—CNIP
14. Pass a Non-Discrimination Ordinance
15. Find a way to specifically recognize the Pottstown Community
16. Consider dividing commissioner seats into 4 districts and 2 at large
17. Consider revising the pay scale for Mayor and Commissioners
18. Review the language on whether a citizen can serve on multiple committees and discuss applications for boards and committees
19. Huntersville has a lot of historical landmarks which signage of recognition in these various locations and communities can be funded
20. Consider establishing Top Deck Huntersville
21. Have HFFA Oversight Committee review contracts with swim teams
22. Update funding for nonprofits
23. Development of Town app & related costs to push out notifications, events, waste management, surveys, etc—increasing accessibility
24. Provide American sign language interpreters for board meetings and events
25. Discuss Town participation in NC League of Municipalities
26. Social districts
27. Noise ordinance
28. Lighting ordinance
29. Emails as public comment

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Janet Pierson

Date: March 21, 2022

Subject: Approval of Minutes

EXPLAIN REQUEST:

Consider approving the minutes of the February 19, 2022 Special Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
SPECIAL TOWN BOARD MEETING
MINUTES**

**February 19, 2022
9:00 a.m. – Quest at Latta Nature Preserve
6345 Sample Road, Huntersville, NC**

The Huntersville Board of Commissioners held a Special Meeting at Quest at Latta Nature Preserve, 6345 Sample Road, Huntersville, NC, at 9:00 a.m. on February 19, 2022.

Mayor Bales called the Special Meeting to order to set mission/vision/values/goals.

GOVERNING BODY MEMBERS PRESENT: Mayor Melinda Bales; Commissioners Dan Boone, Rob Kidwell, Amber Kovacs, Lance Munger, Derek Partee, and Stacy Phillips.

STAFF PRESENT: Town Manager Anthony Roberts, Deputy Town Manager Jackie Huffman, Assistant Town Manager Bobby Williams (present for portion of meeting), and Town Clerk Janet Pierson.

Rick Rocchetti, Facilitator, led the strategy session. During the course of the day, the Board participated in various activities and discussions led by Mr. Rocchetti. *Refer to PowerPoint attached hereto as Exhibit No. 1 and Mr. Rocchetti's Draft Notes attached hereto as Exhibit No. 2.*

There being no further business, the meeting was adjourned.

Approved this the _____ day of _____, 2022.

February 19th, 2022

Rick Rocchetti

North Carolina
League of
Municipalities

Town of Huntersville Council Retreat

Objectives

- Build relationships
- Environmental Scan and SWOT
- Mission, Vision and Values Creation
- Goal setting



Introductions

- Who are you?
- Why did you decide to run/serve?
- What do you like best about Huntersville that you would not like to see lost?
- What do you wish for Huntersville going forward?

Why plan?

- To set priorities
- To achieve (or move toward) vision
- Being organized
- To set boundaries

Environmental Scan

- Political
- Economic
- Social
- Technological
- Legal
- Environmental

SWOT

Strengths Internal to the Organization	Opportunities External to the Organization
Weaknesses Internal to the Organization	Threats External to the Organization

Examples of mission statements

City of Albany, GA: "The City of Albany delivers fiscally responsible, highly dependable services to the citizens in the community and the region with integrity and professionalism."

City of Raleigh, NC: To build a stable platform of evolving services for our community through which we champion positive and sustainable growth and realize visionary ideas for all.

Morehead City, NC: To protect the people within our community, to educate and raise awareness in preventing harm, to be respectful, compassionate and helpful to those we care about and to the lives of others within our community, while conducting ourselves in a professional courteous manner.

Mission Creation

Activity: Create Huntersville's Mission Statement. Individually, follow the instructions below. We will then move into small groups to develop it.

- 25 words or less
- Who you are
- What you do
- Who you do it for
- What is the social significance

Current Huntersville Mission Statement

It is the mission of Town of Huntersville to provide progressive government, managed growth and a true sense of community to its citizens within the context of a well-run, efficient organization. Our challenge is to pursue the highest quality of life for our citizens while planning for the transit, recreation and employment needs of the future.

Review of Mission Statements

- In your handouts, please review the survey data on Mission Statements.
- In pairs, discuss and come to some agreement on a mission.
- Be prepared to report out.

Examples of Vision Statements

- City of Raleigh: To pursue world-class quality of life by actively collaborating with our community towards a fulfilling and inspired future for all.
- City of Minneapolis: “Minneapolis is a growing and vibrant world-class city with a flourishing economy and a pristine environment, where all people are safe, healthy and have equitable opportunities for success and happiness.”
- Edenton, NC: We see Edenton as a Town where history, hospitality and natural beauty come together to form a community that is proud of its past and excited about its future. The Mayor and Town Council also recognize the importance of its citizenry and believe that future prosperity is rooted in relationships of equality, respect and inclusiveness that encourage preservation and celebration of Edenton’s unique and diverse heritage.

Vision of Success Activity

- It's 2026 and the Town of Huntersville is receiving an award for being the Best Small Town in NC. There is a luncheon where the Town is being both recognized and being awarded for this wonderful achievement. You are a reporter at this event. Your role is to write an article that details how the organization is put together, how it is responding to mandates, what services it is providing, how it is being funded, how the employees and rate payers are feeling, what people are saying, doing, etc. In the space below, write this article. Please take no more than 15 minutes to complete this. It can be an actual article or phrases and/or thoughts.

Review of Vision Statements

- In your handouts review all the vision survey data.
- List any/all themes that you find.
- Be prepared to report out.

Review of last year's (current) goals with draft Focus Areas

- ***Safe, Vibrant and Healthy Community***
 - Purchase Fire Station #2 land and identify ideal site for Station #5
 - Explore Workforce Housing Opportunities
 - Streamline/improve planning/land development process and customer service
- ***Organizational Excellence***
 - Minimize/Eliminate quasi-judicial process
 - Give routine updates on OM, Colonial, Covid, cameras and financial condition
 - Contribute \$1 M to fund balance
- ***Economic Development***
 - Seek grant opportunities, public partnerships, and private partnerships
 - Oversee Sesquicentennial Plan/Celebration

Review of Current Goals

- Refer to handout

New Goals

- In pairs, discuss what goals might be helpful for the upcoming year and what focus areas they might be placed under. Use the information from the handouts.
- Be prepared to report out.

Next Steps

- What is next?

Adjourn

- Thank you!

Huntersville Strategy Session

February 19, 2022

Draft Notes

PESTLE Activity

Political

- Non-partisan: keep it that way
- Dillon Rule: Impact fees, Plastic Bag ban
- ARPA: Non-profits
- Meck County and CMS
- Dillon Rule: Not working together
- Charlotte centric
- Our own LEA

Economic

- ARPA: Infrastructure needs
- Growth: Too fast, density, transportation
- Work from home
- Workforce housing
- Lots of new investments
- Politically divisive
- Inclusive Communities
- Housing
- Young people
- Senior Citizens Active Committees

Technological

- Streaming
- Website/communication
- High-speed-everyone
- License plate scanner
- Open Check Book
- Police Cameras
- P&R cameras
- AED

Legal

- Sued
- State: Development
- Alcohol containers/social distance
- Crime issues
- Too many town lawyers
- Property rights
- ARPA money: 2.4, 2.4 and 12 million

Environmental

- Ocular Melanoma
- Colonial pipeline spill
 - Clean up
 - Contamination land
 - Prioritization from State/County
- Water and Sewer
- Tree Save-not legal

SWOT Activity

Strengths

Knowledge

Experienced Staff

Public Works

Snow days

Diversity in experience

Fire Department

Police Department

CMS

Economic Diversity/opportunities that impact our tax rate

Park and Rec involvement

Committees

Town Board

Janet, Bobby, Anthony and Jackie

Weaknesses

Lack of Respect

Underpaid staff

Difficulties in hiring PD

Lack of diversity on commissions

HPD-overworked

CMS-we do have good schools

Need for additional officers

Lack of facility space for staff and citizens

Agendas (personal)

Communication of the board

Reach to resident voices

Opportunities

Relationship building/Regional Partnerships/level playing field

Community Conversations/sharing information

Nonprofit partnerships

North Meck/Lincoln /county/Iredell County

ARPA funding

Red Line

Threats

Charlotte centric

NIMBY

Nonprofits

Limited housing options

Higher taxes from Meck County

The next pandemic!

Infrastructure needs

Colonial Pipeline

Ocular Melanoma

Mission Statement

The Town of Huntersville delivers quality, fiscally responsible, customer-focused municipal services with an emphasis on public safety, livability, job creation, responsible planning for economic growth, infrastructure improvements and environmental safety.

Vision Statement Activity

Themes

Quality of Life

Greenways

Smart and Sustainable growth

Maintain historical aspects of downtown

Diversity of Communities

Safe Community

Continued economic growth

Grants and funding

Diversity of experience

Variety of experiences, shops history

Draft Vision Statement

Huntersville is a vibrant community that is known for celebrating its history as a mill town, retaining its rural character, while developing a safe and healthy downtown urban center. Residents are excited to live in a community that is committed to smart and sustainable growth. The Mayor, Council and citizens have found unique opportunities to leverage its assets by working with other regional partners to provide Huntersville residents with a high quality of life, ample green spaces, environmental safety, meaningful economic growth and various ways of getting around town (this is the multi-modal part). Town Administration have worked to provide its citizens with a variety of recreational, historical and cultural experiences. These experiences also provide tourism opportunities and economic growth throughout the community.

Values Activity

Transparency

Honesty

Accountability

Equity

Teamwork

Communal welfare

Fiscally responsible

Respect

Strategic Issues

Maintaining the rural character of Huntersville

Transportation (cars, transit, roads)

Schools

Safety (safe, equitable)

Regional Partnerships

Funding

Draft Goals for Next FY

- Affordable Housing Partnerships
- Applying to other funding beyond CDBG/ARPA
- Signage of recognition of historical landmarks in various locations
- Public Health/Safety: Social workers at PD, Narcan for PD, new fire station, OM funding (if allowed by State)
- ADA Compliant Sidewalks
- Reducing Town Manager cap to 25K
- Establish Huntersville Identity as a Community
- Additional Clinical workers at HPD
- Additional SRO's for all HS; plus a sergeant along with equal pay for Huntersville's SRO's
- Keep tax rate at revenue neutral

Ground Rules

- Respect
- Be curious
- Listen as an ally
- Think/reflect the whole
- Check your ego at the door

I bring I need Activity

Name	I Bring	I Need
Melinda		
Stacy		
Lance		
Amber		
Derek		
Dan		
Rob		

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Kayleigh Mielenz

Date: March 21, 2022

Subject: Public Hearing - Historic Designation of Huntersville School #2

EXPLAIN REQUEST:

Conduct public hearing focused on the question of designating as a historic landmark the property known as the "Huntersville School #2" also known as the Dellwood Center (including the exterior of the building and the approximately 2.787 acres of land listed under Tax Parcel Number 01908102 in the Mecklenburg County Tax Office). Said property is owned by the Town of Huntersville and is located at 508 Dellwood Drive. Such designation would be pursuant to Chapter 160D, Article 9, as amended, of the General Statutes of North Carolina. The Charlotte-Mecklenburg Historic Landmarks Commission held a public hearing March 14, 2022 via a virtual meeting format, focused on the same question of designating the "Huntersville School #2" as a historic landmark.

ACTION RECOMMENDED:

Conduct public hearing

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

1. Dellwood_Huntersville School 2_Staff Report
2. 1. Designation Report_Huntersville School #2 _02.09.22_final
3. 2. NC Historic Preservation Letter_Huntersville School #2
4. 3. NC Historic Preservation Comments_12.28.21_Huntersville #2
5. 4. HLC Vote_Huntersville #2
6. 5. Ordinance_Huntersville #2

Historic Landmark Designation: Huntersville School #2

PART 1: BACKGROUND

Huntersville School #2, located at 508 Dellwood Drive, is one of six of surviving Rosenwald schools in Mecklenburg County. Rosenwald Schools were built to serve the African American population. The school opened in 1925 and remained in operation until 1958. Pottstown community members formed Huntersville Better Community Civic Organization to purchase the building and convert it into a community center in 1958. Since then, the building has been a gathering center and focal point for the African American community in north Mecklenburg County. The building is now owned and operated by the Town of Huntersville as a recreation and event center.

PART 2: STAFF ANALYSIS

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

According to the "Huntersville School #2 Designation Report" prepared by the Charlotte-Mecklenburg Historic Landmarks Commission (HLC):

"Jim Crow laws and segregationist policies of the early 20th century intentionally created vast disparities in educational opportunities for African American students in the United States. When schools were available for African American students, they were often inferior and lacked services, creating roadblocks for social mobility and equal opportunity. Rosenwald Schools were a product of one of the most unique and successful examples of a private and public partnership in the United States to combat educational inequalities. From the 1910s through the 1930s, the Julius Rosenwald Fund aided in the construction of over 800 public schools for African American students in North Carolina. Mecklenburg County boasted twenty-six of these educational institutions, one of which was Huntersville School #2.

Huntersville School #2, located at 508 Dellwood Drive, known as "the Little School" by former students and neighbors, is one of six of surviving Rosenwald schools in Mecklenburg County. Rosenwald Schools were not only a symbol of resistance to segregation, but also a grassroots act to challenge Jim Crow laws and white supremacy. The school remained in operation until 1958. Residents of Pottstown, the predominantly African American community that provided the majority of the school's student population and still surrounds the building, refused to let the institution languish. Pottstown community members formed Huntersville Better Community Civic Organization to purchase the building and convert it into a community center. Since 1958, the building (alternatively known as the Dellwood Center and the Torrence Lytle Community Center), has been a gathering center and focal point for the African American community in north Mecklenburg County, serving that community (including countless alumni of the school) by hosting recreational programs and camps for children, weddings, reunions, and a host of other local gatherings, as well as, providing meeting and activity space for local churches and community groups. Now owned and operated by the Town of Huntersville as a recreation and event center, the building has continuously served the African American community for nearly a century.

Accordingly, the building exhibits two distinct periods of historical and cultural (as an educational facility, from its 1925 construction to its 1958 closure; and as a civic and cultural center, from 1958 to the present), and has maintained integrity of design, setting, workmanship, materials, feeling, and association. It is more than a gathering place. It is an invaluable and beloved landmark when generations of African Americans to create change, remain resilient, resist discrimination, and provide strength for one another. Huntersville School #2 is an important artifact representing the history, culture, and nearly a century of the daily lives of Huntersville's African American community."

Planning staff has reviewed this report and concurs with the assessment of the significance of the area proposed for Historic Landmark designation.

PART 3: CHARLOTTE-MECKLENBURG HISTORIC LANDMARKS COMMISSION

Charlotte-Mecklenburg HLC held a virtual public hearing on March 14, 2022, focused on the question of designating as a historic landmark the property known as the "Huntersville School #2".

The Town discussed the possibility of adding a playground and/or nature trail on the Huntersville School #2 parcel in the future, Charlotte-Mecklenburg HLC confirmed they are open to the idea. Also discussed, possibly placing a preservation easement on parcel 01908144 to act as a buffer between adjacent development and Huntersville School #2. Parcel 01908144 is also owned by the Town of Huntersville and contiguous to the Huntersville School #2 parcel. These are preliminary discussions at this time.

PART 4: ACTION RECOMMENDED

Hold public hearing and take action on the designation of "Huntersville School #2" as a historic landmark.

PART 5: FINANCIAL IMPLICATIONS

Property is located in Huntersville corporate limits. The Town of Huntersville has owned and maintained the property since 2008. Town properties are exempt from property taxes.

PART 6: ATTACHMENTS

1. Huntersville School #2 Designation Report
2. NC Department of Natural and Cultural Resources Letter
3. NC Department of Natural and Cultural Resources Memo
4. HLC Vote
5. Ordinance



HUNTERSVILLE SCHOOL #2 DESIGNATION REPORT

508 Dellwood Drive
Huntersville, NC 28078

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

July 2021
Updated December 2021

Charlotte-Mecklenburg

Historic Landmarks Commission

HISTORIC NAME(S) OF PROPERTY

- Huntersville School #2
- Huntersville Colored School
- The Little School
- Dellwood Center
- Torrence Lytle Community Center

ADDRESS OF PROPERTY

- 508 Dellwood Drive, Huntersville, NC 28078

PARCEL ID #: 01908102

DEED BOOK & PAGE: 24027, 256-259

ZONING

Amount of land/acreage to be designated

2.787 acres

Interior to be designated

☐ Yes ☒ No

Property Owner's Address:

The Town of Huntersville

P.O. Box 664

Huntersville, NC 28070

Applicant's Address:

Gate City Preservation L.L.C.

211 Tate Street

Greensboro, North Carolina 27403

TABLE OF CONTENTS

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

I. Abstract

Statement of Significance

Jim Crow laws and segregationist policies of the early 20th century intentionally created vast disparities in educational opportunities for African American students in the United States. When schools were available for African American students, they were often inferior and lacked services, creating roadblocks for social mobility and equal opportunity. Rosenwald Schools were a product of one of the most unique and successful examples of a private and public partnership in the United States to combat educational inequalities. From the 1910s through the 1930s, the Julius Rosenwald Fund aided in the construction of over 800 public schools for African American students in North Carolina. Mecklenburg County boasted twenty-six of these educational institutions, one of which was Huntersville School #2.

Huntersville School #2, located at 508 Dellwood Drive, known as “the Little School” by former students and neighbors, is one of six of surviving Rosenwald schools in Mecklenburg County. Rosenwald Schools were not only a symbol of resistance to segregation, but also a grassroots act to challenge Jim Crow laws and white supremacy.¹ The school remained in operation until 1958. Residents of Pottstown, the predominantly African American community that provided the majority of the school’s student population and still surrounds the building, refused to let the institution languish. Pottstown community members formed Huntersville Better Community Civic Organization to purchase the building and convert it into a community center. Since 1958, the building (alternatively known as the Dellwood Center and the Torrence Lytle Community Center) has been a gathering center and focal point for the African American community in north Mecklenburg County, serving that community (including countless alumni of the school) by hosting recreational programs and camps for children, weddings, reunions, and a host of other local gatherings, as well as providing meeting and activity space for local churches and community groups. Now owned and operated by the town of Huntersville as a recreation center, the building has continuously served the African American community for nearly a century. Accordingly, the building exhibits two distinct period of historical and cultural (as an educational facility, from its 1925 construction to its 1958 closure; and as a civic and cultural center, from 1958 to the present), and has maintained integrity of design, setting, workmanship, materials, feeling, and association. It is more than a gathering place. It is an invaluable and beloved landmark when generations of African Americans to create change, remain resilient, resist discrimination, and provide strength for one another. Huntersville School #2 is an important artifact representing the history, culture, and nearly a century of the daily lives of Huntersville’s African American community.

Archaeological Comments

No known archaeological features are present at this time.

Integrity Statement

- **Location:** Huntersville School #2 remains in its original location on a forested lot. It is surrounded by a residential neighborhood from the same period of significance.
- **Design:** Although the building retains its form and some historical materials, it has been significantly altered to accommodate its second period of historical and cultural significance as a community

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

center. It is clad in German siding (some infilled and some original), many of the window openings have been closed, and non-contributing doors have been installed. The soffits appear to be plywood. The building's main entrance also seems to have changed from its southern elevation to its northern elevation.

- **Setting:** Trees around the building have matured, but the lot itself has remained relatively unchanged since its original construction.
- **Workmanship:** The workmanship of the building as originally constructed is difficult to assess because of significant alterations to the building in connection with the transition of the building to its second period of historical and cultural significance as a community center.
- **Materials:** Like workmanship, the materials of the building as originally constructed are difficult to determine because of extensive alterations to support its ongoing historical and cultural significance as a community center.
- **Feeling:** Although the building has been altered, the feeling remains. The neighborhood still feels a strong connection to the building as “the Little School,” and overall, its form has remained unchanged. When former students visit the structure, they still feel a strong sense of place.
- **Association:** The building is now used as a community center rather than a school.

Proposed Boundary Justification

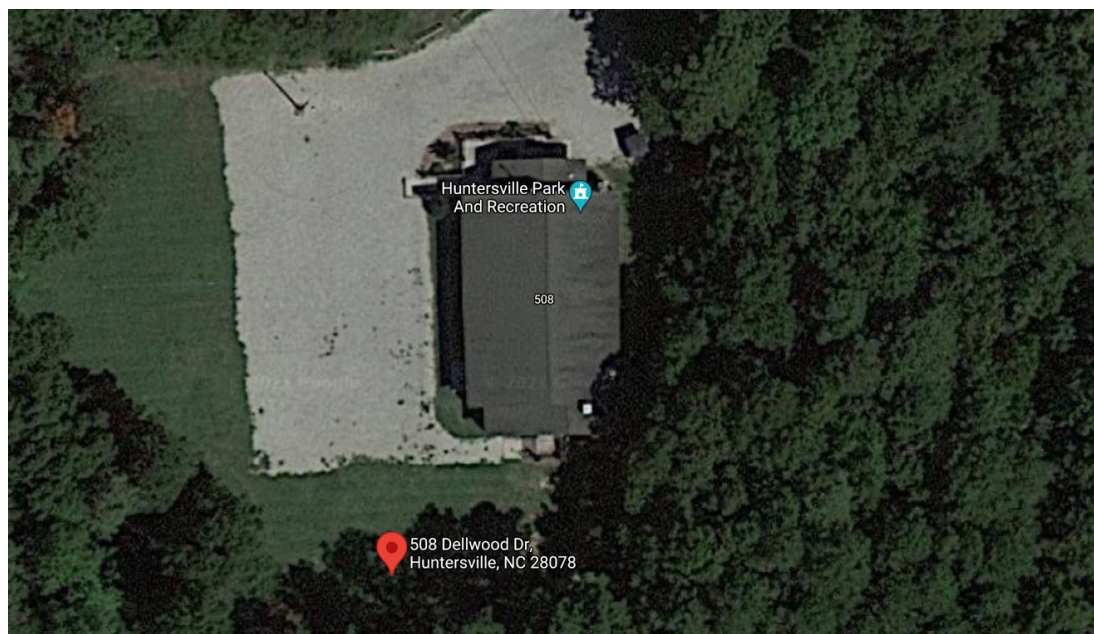
The proposed boundary for local landmark designation is the building's 2.787 acre parcel.

II. Maps and Floor Plans

Mecklenburg County Tax Map



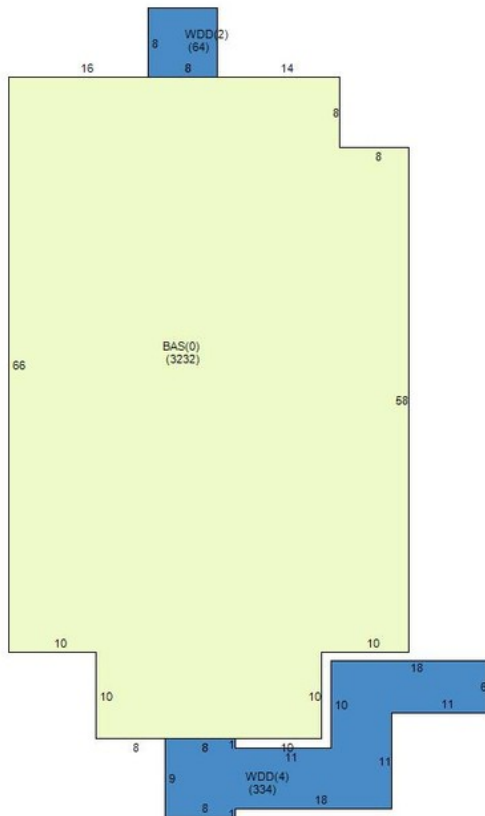
Aerial Map



HPOWeb Map



Architectural Drawings



III. Architectural Assessment

Architectural Importance

Between 1918 and 1927, 26 Rosenwald schools were built in Mecklenburg County. Architecturally, all Rosenwald Schools were designed as mid-size facilities with an auditorium which also served as a community center. Each school had to conform to specific design guidelines. All were frame construction, typically accommodating one to four classrooms, with large and numerous windows for ample light and ventilation, important considerations during the Progressive Era. Along with an auditorium or meeting space, there was typically an industrial room for courses in the practical arts and, in many of the rural schools, space was allocated for gardening. Huntersville School #2 has been significantly altered, however its form, location, feeling, and local historical significance remain.

Architectural Context

In the state of North Carolina, 39 extant Rosenwald Schools are listed on the National Register of Historic Places.² To view an interactive map of Rosenwald Schools in North Carolina, visit [NC SHPO ArcGIS](https://www.ncdcr.gov/about/history/division-historical-resources/nc-state-historic-preservation-office/architectural-13). Extant Rosenwald Schools in Mecklenburg County are Billingsville School in Charlotte (National Register), Caldwell Rosenwald School in Lemley Township, Huntersville School #2, McClintock School in Steele

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

Creek, Newell Rosenwald School (Study List), and Smithville School in Cornelius. Although there are six Rosenwald schools still extant in Mecklenburg County, some with higher architectural integrity than Huntersville School #2, the historical impact of these institutions is so significant that all extant properties qualify for designation.

Architectural Description

Setting

Huntersville School #2 is located down a long gravel driveway and situated on a forested lot. Tall trees shield it from newer construction, contributing to the feeling of the property (Fig. 1). A maintained grassy lot and newer tree plantings surround the property.

Front (North) Elevation

Huntersville School #2 is frame construction. Over time, the property has been significantly altered to facilitate the transition of the building to its second period of historic and cultural significance as a community center for the surrounding Pottstown community and north Mecklenburg County. The overall footprint of the building has been maintained, with the entrance wing, roof pitch, and gable vents remaining extant with horizontal siding and frame construction (workmanship, design, materials), although the entry door and window configurations have changed. The materials have been supplemented in connection with the building's community center updates. A rectangular block with two front-facing gables to the north and south, make up the main block of the building. Two front-facing gable additions extend from the front (north) and rear (south) elevations. The entrance into the building is located on the north facade, the shorter side of the structure (Fig. 2). The school is covered in German siding. Its soffit is composed of a material that appears to be plywood (Fig. 8-9, 11). The front (north) elevation of Huntersville School #2 is a one-level, two-bay wide facade with two front-facing gables. The brick foundation has been painted gray (Fig. 10). A vent is located in the center of each gable. The roof is constructed of asphalt shingle. An elongated metal chimney vent protrudes from the west side of the front-facing gable extension. On this elevation there is a single entrance door, which is a modern replacement with no lights and a metal door handle (Fig. 7). On this elevation there is a very large, modern ramp constructed of pressure-treated pine to accommodate wheelchair accessibility.

Side (West) Elevation

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

Rear (South) Elevation

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

Side (East) Elevation

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

IV. Historical

Rosenwald Schools in North Carolina

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

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

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

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

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

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

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

the Rosenwald building program died with Julius Rosenwald in 1932, many Rosenwald schools remained in use until desegregation with the *Brown vs. Board of Education* ruling in 1954. Some schools remained in use well beyond that year.

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

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

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

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

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

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

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

Mecklenburg County Rosenwald Schools

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

From 1918 to 1930, 26 Rosenwald Schools were built in Mecklenburg County. All of Mecklenburg County's Rosenwald Schools were built in rural, Black farming communities. This high number is likely thanks to the efforts of Dr. George E. Davis, principal fundraiser for North Carolina's Rosenwald schools.¹⁴ Davis attended Biddle University (now Johnson C. Smith University), a historically Black college in Charlotte, where he later became the university's first Black professor in 1885, and later Dean of Faculty. Davis was heavily involved in the development of public schools with his wife Marie G. Davis, a school principal. Dr. Davis worked tirelessly to fundraise for Rosenwald Schools, traveling across the state to solicit public funds and donations from the community. He appealed to church congregations, which offered a safe space for organized activity in the Black community during Reconstruction.¹⁵ As Charlotte was Davis's home city, it makes sense that Mecklenburg County contained such a large number of Rosenwald schools. Historian Tom Hanchett also notes that, although Mecklenburg County had the large city of Charlotte at its center, the surrounding lands were largely rural. Because of the large percentage of rural land, many Mecklenburg County students did not have good access to schools.¹⁶ At the end of the Rosenwald Fund era in the mid-1930s, North Carolina began consolidating schools into larger facilities. Mecklenburg County was divided into fourteen districts by the school board with planned "union schools" containing grades 1-11, displacing the need for the smaller Rosenwald School buildings.

Huntersville School #2

Huntersville School #2 is located at 508 Dellwood Drive near Holbrooks Road on the southwest edge of Huntersville. The school is in the Pottstown neighborhood, a historically Black neighborhood in Huntersville. Early in its history Pottstown had a primarily agriculturally-based economy where families made a living by working on farms, which include picking cotton. Some Pottstown residents also did domestic work. The opening of the Huntersville Sanitorium in 1928 to the west of Pottstown provided additional manual-labor jobs.

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

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

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

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

Affiliated with the nearby St. Phillips Baptist Church, the original school opened for the budget year 1920-1921. Huntersville School #1 (location unknown and no longer standing) followed the Rosenwald (or Nashville) type 3 building plans (see appendix for illustration).¹⁷ According to the Fisk University Rosenwald Fund Card File Database, Huntersville School #2 was built in 1925 and closely resembles a type 4 design with four classrooms. The school is a frame building with an entry on the short side of the building.¹⁸ The school was constructed to accommodate four teachers and sat on a 3-acre parcel of land. The land parcel was donated by Olin W. Hunter, for whom the town of Huntersville was named after.¹⁹ The total cost for the building was \$5,100. The Rosenwald Fund contributed \$1,100, while the public contributed \$3,200. The final \$800 was contributed by local Black citizens.²⁰

In 1937 the Huntersville Colored High School opened in Pottstown, becoming the first public Black high school in Northern Mecklenburg County. Isaac T. Graham was the school's principal. The Huntersville Colored High School building had seven rooms housing both elementary and high school classes, housing a total 181 pupils.²¹ In 1938 the former Rosenwald school building and the new high school building were incorporated into a single union school, collectively called the Huntersville Colored School. The high school had an enrollment of 135 students with four teachers, it appears that grades 5-7 shared the new building with the high school students, while the former Rosenwald building, then called the "Little School," served grades 1st through 4th. The school was accredited by the State Board of Education by 1940. Since Huntersville School #2 lacked many resources available at the new building, students often had to travel to the larger facility for such things as the library and cafeteria. Students could either take a bus when available or would walk through the woods.²² Huntersville Colored School was renamed the Torrence-Lytle School in 1953.

As a union school, both buildings (Huntersville School #2 and the high school building) were under the same administration. The principal, Isaac Graham, served from 1937 until the school's closure in 1966. As a public county school, the district superintendent came by periodically for visits. Most grades had two teachers per grade, depending on school population and teacher availability. Classes usually ranged around 30 students. Torrence-Lytle had feeder years in grades 4, 8, and 9 for area students to transfer into. Every teacher had a homeroom class, and the county required a registrar to take attendance as the school was part of the public county system. Huntersville School #2 had four classrooms and it was heated by a wood stove, stoked by the older students. It had no indoor bathrooms but had several privies near the buildings. Although adjacent to Huntersville town limits, the school was not on the town water supply and had a well of its own to supply the school. The building did have a small kitchen towards the rear. Students had used textbooks

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

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

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

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

²¹ <http://landmarkscommission.org/wp-content/uploads/2016/10/Torrence-Lytle-SR.pdf>

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

that were donated from local White schools and were told to take very good care of them, or they would have to pay a fine. The school day included three recess periods for students to enjoy. The students took reading and writing courses, as well as math and natural sciences. Adjacent to Huntersville School #2 on the western side was an empty lot that contained a playground, baseball field, and the outdoor toilets. Student dance troupes from the union school often performed operettas and dramas, culminating in the school's all-important May Day celebration.²³

The African American community of Pottstown was very tightly knit. Alumni of the school recall there was a family atmosphere at the school. The school sites served as the only places that members of the community could gather other than church. Local government representatives would come to the building to commune with Black residents of Mecklenburg County and it served as a place for important community discussions to be held. Community members have identified the historical traditions and rituals that were born from their relationships with the school. Alumna Helen Brown Rivers says that it is important to remember the history of learning that took place at the school. Rivers said that the education she received taught her how to conduct herself and be successful throughout her life. Another alumnus Bevelyn Sherrill said "without knowing our history, we would perish. All ages have a history with this building since it has been a central part of this community for 96 years." The Huntersville School #2 building represents the determination and resourcefulness that Pottstown residents had to get a fair education for their children.

Alumni of the school recall that the education they received prepared them for changing times. Many alumni went on to university upon graduation. In an oral history interview, alum George White (who attended the school from 1954-1956) says that the education he received never let him down and he was able to hold his ground throughout his life. White recalls the teachers being strict, but fair. He was reprimanded his very first day of school when he was caught trying to turn the clock back in order to have more time for recess. While the teachers were strict, they were also excellent at reaching their students and getting them excited about learning. There was no distinction between students, every person was treated the same. Teachers fostered a spirit of cooperation. When a student was struggling with coursework, teachers usually assigned their peers to assist them.²⁴ The sense of community and cooperation that was fostered at the school was vital to the growth, strength, and resiliency of the African American population of Huntersville.

After the closure of Huntersville School #2 in 1958, a group of Pottstown community members (chaired by LeRoy Wynn, Isaac Thompson, and Russ Sherrill) gathered together to purchase the mortgage of the school building and use it as a community center.²⁵ This community group, the Huntersville Better Community Civic Organization (renamed the Huntersville Community Development Association), led important community outreach and civic development for the African American community in Huntersville. The group started by raising funds and obtaining grant money to begin repairs to the building and provide recreation programs beginning in the 1960s. For at least six weeks each summer, the group hosted a free youth summer

²³ Oral history interview conducted by Sonya Laney and Samantha Smith, 14 July 2021. In attendance (Helen Brown Rivers, Varona Wynn, George Whitley, Janelle Harris, Dora Dubose, Bevelyn Sherrill).

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

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

program as a safe place for local students to go while parents were at work. The summer program was staffed by local high schoolers and run by St. Phillips Church's Reverend Campbell and schoolteacher Mr. Beavers. Participants remember such activities as ping pong, games, basketball, baseball, horseshoes, checkers, and even a jukebox, and that the program provided snacks, hot dogs, hamburgers, and ice cream. The summer program gave community children a free, safe place to play when not in school.²⁶

Larger events such as sock-hops were held in the gym of Torrence-Lytle on weekends, while the Huntersville School #2 building was widely used for smaller gatherings and groups, weddings, reunions, church services, and community meetings. Churches also used the building for vacation Bible school, which was always well attended. 4-H and the county agricultural extension used the School #2 building for agriculture classes, as well as home economics lessons such as cooking and upholstery.²⁷ It was and remains a hub of the Pottstown neighborhood and Northern Mecklenburg county's African American population. Torrence-Lytle closed in 1966 when Charlotte-Mecklenburg schools began desegregating.²⁸ In 2008, the Huntersville School #2 building was sold by the Huntersville Community Development Association to the town of Huntersville.²⁹ It is currently owned by the town and used by the parks and recreation department as a recreation center. Community groups, such as the Northern Mecklenburg Communities United and the Torrence-Lytle Alumni Association continue to convene in the building for meetings and events. As alumni of the school put it, "the history of the school and the building stands on its own." The building was not merely an educational institution, but a civic gathering space where the Huntersville and Northern Mecklenburg African American community could come together to create change, remain resilient, and provide strength for their neighbors. This building serves as an important artifact in the history of Huntersville's African American community.

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

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

²⁸ "Fighting to Protect School, Its Legacy," *The Charlotte Observer*, 10 February 2008, page 1B.

²⁹ Oral history interview conducted by Sonya Laney and Samantha Smith, 14 July 2021. In attendance (Helen Brown Rivers, Varona Wynn, George Whitley, Janelle Harris, Dora Dubose, Bevelyn Sherrill).

V. Chain of Title

1. Book 24027 Page 256-259

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

2. Book 9913 Page 298-301

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

3. Book 2045 Page 387-388

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

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

- a. November 8, 2021 update: Community supporter Varona Wynn located the deed at Book 585 Page 329. At her request, a copy of the deed has been appended to this report as Appendix 6. A copy of the 1952 tax map showing the property has also been added as Appendix 7.
- b. February 9, 2022 update: Upon subsequent review, it was determined that the metes and bounds detailed in this deed incorrectly identify the properties conveyed to the Board of Education of Mecklenburg County, and that the 1952 tax map is based upon that erroneous information. The correct coordinates for the properties conveyed to the Board of Education by this deed are reflected in the map included as Appendix 8.
- c. Recorded on April 23, 1925
- d. Grantor: O. W. Hunter (unmarried)
- e. Grantee: Board of Education of Mecklenburg County

V1. Finding Aid for Photographs

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

Figures

Fig. 1: Setting



Fig. 2: Front (North) Elevation



Fig. 3: Side (West) Elevation



Fig. 4: Rear (South) Elevation



Fig. 5: Side (East) Elevation



Fig. 6: Windows



Fig. 8: Siding



Fig. 9: Exposed wood siding



Fig. 10: Brick foundation



Fig. 11: Soffit



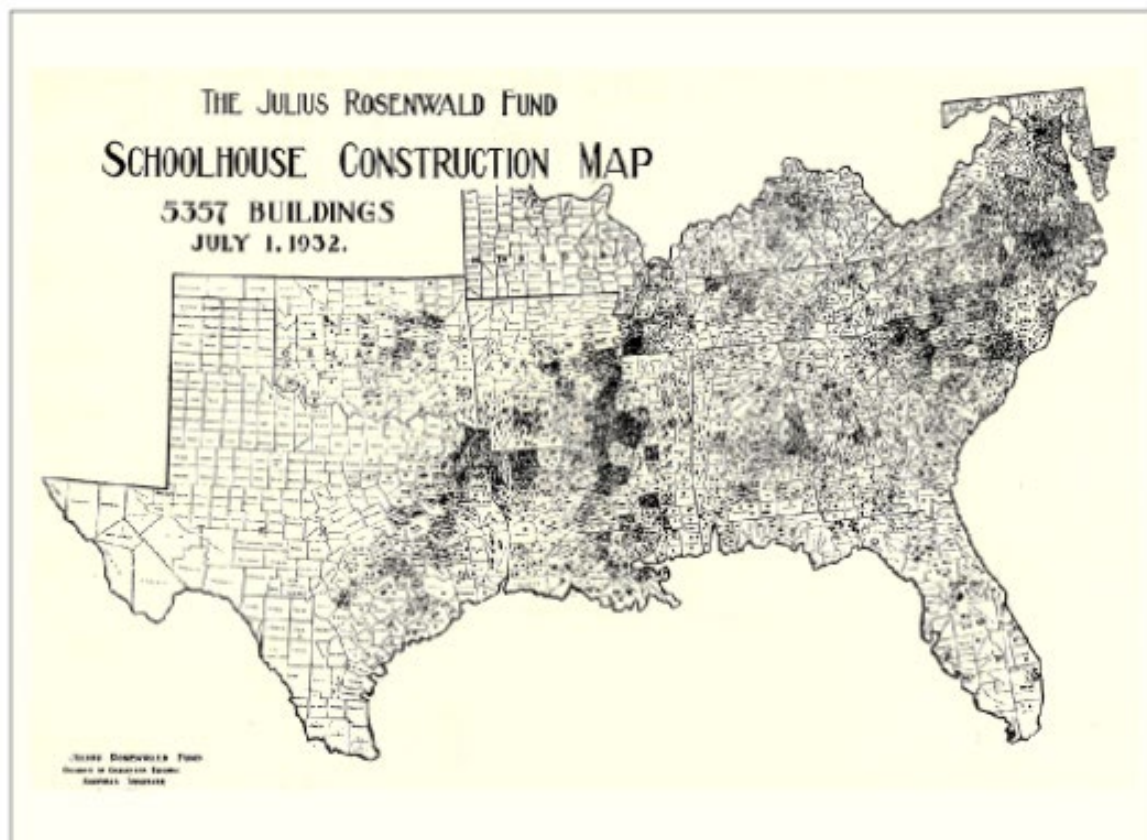
Appendix



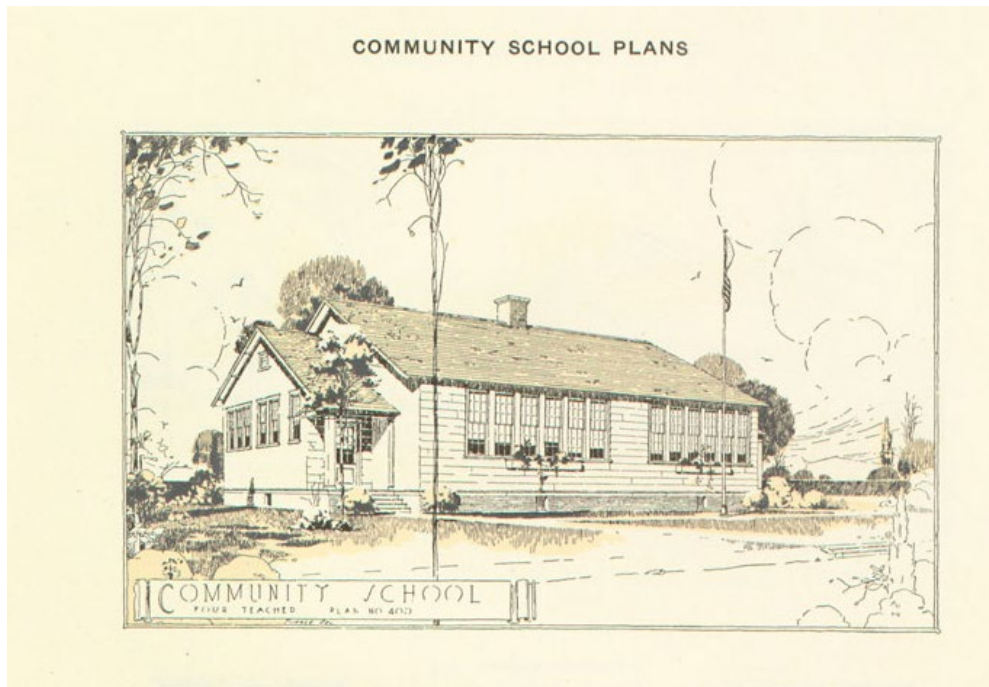
Appendix 1: Huntersville School (Rebuilt), courtesy of the Fisk University Rosenwald Fund Card File Database.



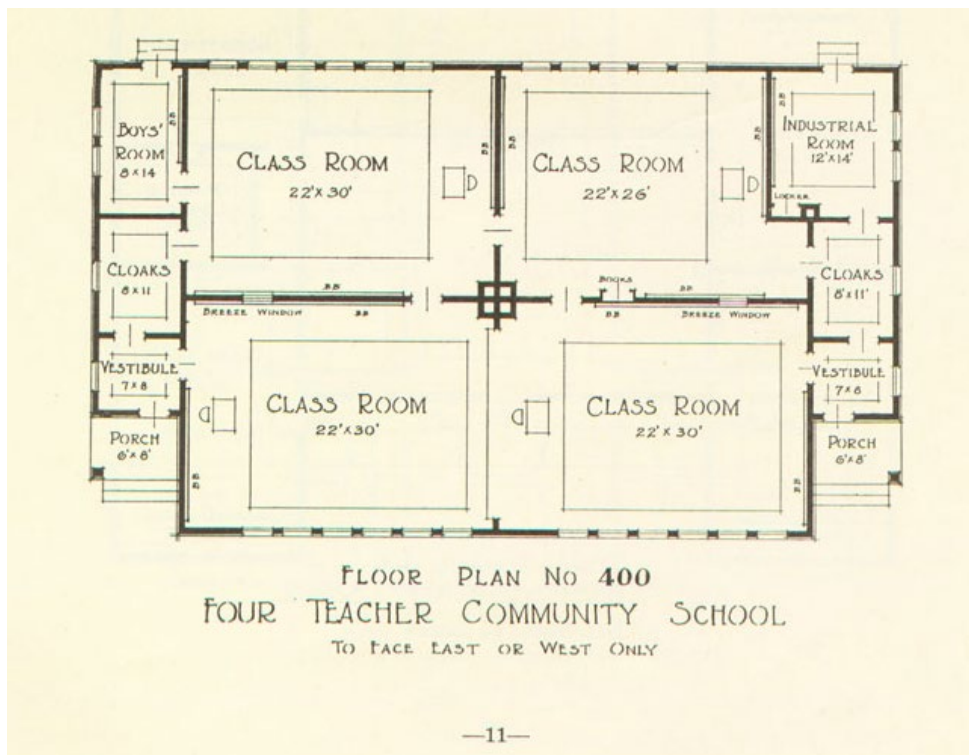
Appendix 2: Huntersville School (Rebuilt), courtesy of the Fisk University Rosenwald Fund Card File Database.



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



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



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

Appendix 6: Property Deed from O. W. Hunter to Board of Education of Mecklenburg County, Mecklenburg County Deeds Book, Book 585, Page 329 (April 23, 1925).

State of North Carolina

Mecklenburg County

AMOUNT U.S. INTERNAL REVENUE

WARRANT NO. 509

THIS DEED, Made this 23rd day of April, A. D. 1925, by and between

O. W. Hunter (unmarried)

of the County of Mecklenburg and State of North Carolina party of the first, and
 The Board of Education of Mecklenburg County, a corporation created and
 existing under the laws of the State of North Carolina.

of the County of and State of party of the second part.

WITNESSETH, That the said party of the first part, in consideration of Two Hundred and fifty

(\$250.00)

Dollars,

to him paid by the party of the second part, the receipt of which is hereby acknowledged, he

bargained and sold, and by these presents do grant, bargain, sell and convey unto said party of the

second part and its ~~successors and assigns~~ successors and assigns, all

these two lots

of land situate, lying and being in Huntersville Township, Mecklenburg County,

State of North Carolina, and more particularly described as follows:

FIRST LOT: BEGINNING at a stake in the southeast corner of a 30 foot street, 150 feet south of the south side of Church Street, in the town of Huntersville, a corner of James McAuley's lot, and runs thence with McAuley's line, parallel with Church Street, 50 feet to a stake; thence in a northerly direction, parallel with the 30 foot street above mentioned 150 feet to a stake on the south side of Church Street; thence in a westerly direction with the south line of Church Street 50 feet to a stake in the corner of said 30 foot street; thence south with the line of said street 150 feet to the point of beginning; together with the right of way over the said 30 foot street lying between the lot hereby conveyed and the lot of O.B. Brown and entering into said Church Street.

SECOND LOT: BEGINNING at a stake at the southeast corner of the 30 foot street above mentioned, being the corner of James McAuley's lot, and the beginning corner of the lot above described, and runs thence with McAuley's line 26 poles to a stake; thence with another of McAuley's lines S. 77° W. 13-1/3 poles to a pine; thence with another of said McAuley's lines N. 24° W. 12-4/5 poles to a black oak; thence still with said McAuley's line South 64° W. 159 feet to a stake on the east side of a 25 foot street; thence in a northerly direction with said street 195 feet to a stake in Espy Alexander's S. E. corner; thence with said Espy Alexander and O.B. Brown's South or rear line 300 feet to a stake, O.B. Brown's corner, thence with said Brown's line in a northerly direction 50 feet to a stake in said Brown's line and in the west line of said 30 foot street; thence in an easterly direction crossing said street 30 feet to the beginning corner, containing 2 1/2 acres, more or less, and together with the right of way over the said 30 foot street leading into Church Street on the east side of said lot, and being the same street mentioned in Lot No. One above conveyed. Together also with the right of way over the 25 foot strip lying along the west side of the lot herein conveyed and extending between the lot of Espy Alexander on the east and Remus Torrence's lot on the west 25 feet in width into Church Street above-mentioned.

The same being a part of that tract or parcel of land conveyed to O. W. Hunter by J. K. Wolfe and M. C. Hunter by deed dated September 8th, 1924, and recorded in the Register's office for Mecklenburg County in book 553 on page 558.

TO HAVE AND TO HOLD the aforesaid lots or parcels
 of land and all privileges and appurtenances thereto belonging,
 to the said Board of Education of Mecklenburg County, its successors
 and assigns, to its & their only use and behoof forever,
 And the said O. W. Hunter for himself
 his heirs, executors and administrators, covenant with the said part of the second part, its successors
~~that~~, and assigns, that he is seized of said premises in fee and law full right to convey the same in fee simple; that the same
 are free and clear from all incumbrances, that he will warrant and defend the said title to the same against the lawful
 claims of all persons whomsoever.

IN TESTIMONY WHEREOF, The said part of the first part of these Presents has hereunto set his
 hand and seal the day and year above written. O. W. Hunter (SEAL)
 Signed, Sealed and delivered } (SEAL)
 in presence of } (SEAL)
Chas. H. Allen (SEAL)
 (SEAL)

STATE OF North Carolina
 County of Mecklenburg

I, Chas. H. Allen, a Notary Public
 for said County and State, do hereby certify that O. W. Hunter (single)
 personally appeared before me this day, and acknowledged the
 due execution of the foregoing (or annexed) instrument, and the said he
 being by me privately examined, separate and apart from said husband holding voluntary execution of the
 same, and that he signed the same freely and voluntarily, without fear of compulsion of said husband
 or any other person, and that he still voluntarily assents thereto. Let the instrument and the certificate be registered.
 WITNESS my hand and Notary Seal this 25th day of April A. D. 19 25.



Chas. H. Allen, Notary Public
 My Com. Exp. 12/22/25.

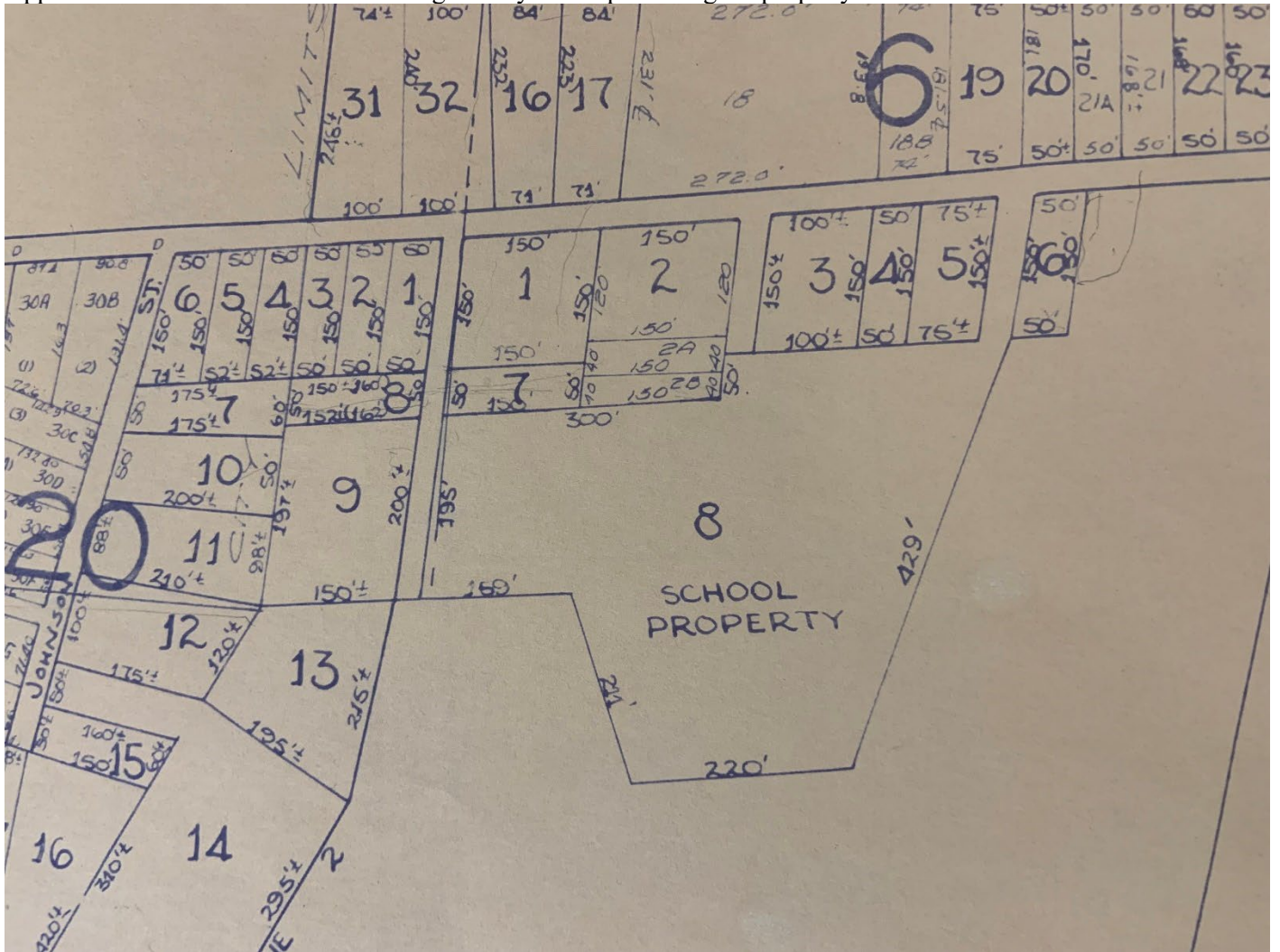
STATE OF NORTH CAROLINA
 County of Mecklenburg

The foregoing certificate of Chas. H. Allen, Notary Public of said county is
adjudged to be correct. Let the instrument and the certificate be registered.

This 18 day of May A. D. 19 25.
Mary S. Peythress, D.D. Clerk,
 Superior Court

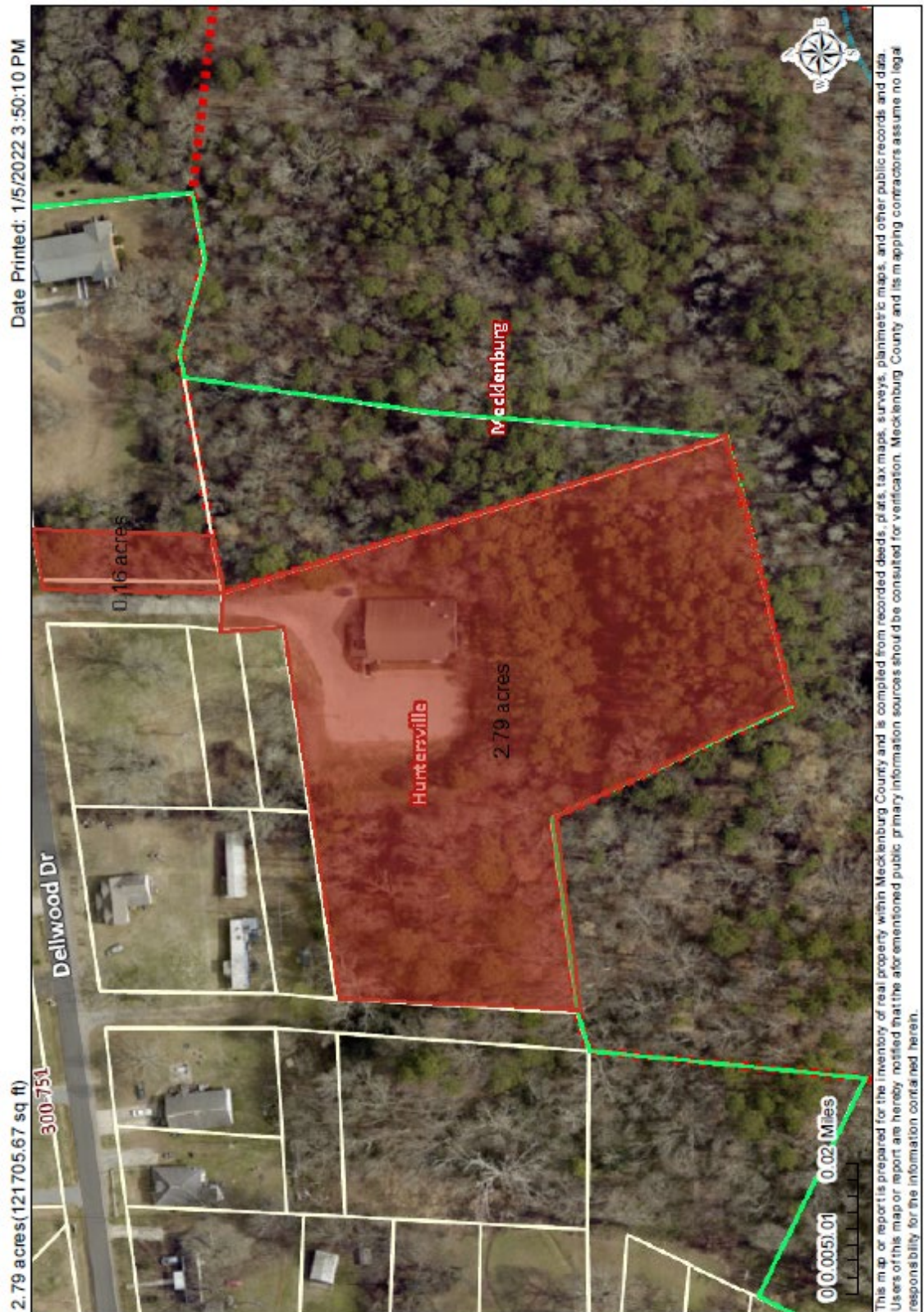
Filed at 1 o'clock, P. M., May 18 19 25
 Registered at 11:10 o'clock, A. M., May 21 19 25.
J. B. Renfrow Register of Deeds
 M. D.

Appendix 7: Detail of 1952 Mecklenburg County tax map showing the property.



Appendix 8: Map reflecting the correct coordinates (area shaded in red) for the 1925 conveyance of properties to the Board of Education of Mecklenburg County by O. W. Hunter via Mecklenburg County Deeds Book, Book 585, Page 329 (April 23, 1925).

Polaris 3G Map – Mecklenburg County, North Carolina **1930 Deed 776 - 082**



Bibliography

North Carolina Department of Public Instruction Materials

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

Rosenwald Fund Card File Database

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

Newspapers

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

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

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

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

Scholarly Articles or Journals

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

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

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

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

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

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

Architectural Surveys and Reports

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

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

Charlotte-Mecklenburg Historic Landmarks Commission, Survey of African American Buildings and Sites in Mecklenburg County: The African American Presence in the Mecklenburg County Built Environment, 1850-1950, Charlotte-Mecklenburg Historic Landmarks Commission, <http://www.cmhpf.org/surveyafricancontext.htm>.

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

Oral History Interviews

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



North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary D. Reid Wilson

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

December 9, 2021

Stewart Gray
Charlotte-Mecklenburg Historic Landmarks Commission
2100 Randolph Rd.
Charlotte, NC 28207-1522

RE: Proposed Designation of **Huntersville School #2, 508 Dellwood Dr., Huntersville, Mecklenburg County.**

Dear Mr. Gray:

Thank you for submitting the report for **Huntersville School #2, 508 Dellwood Dr., Huntersville, Mecklenburg County.** We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

Recent archaeological studies have shown that many Rosenwald schools retain substantial archaeological integrity and may yield significant information about the past. Potential archaeological remains associated with this property can be valuable to the understanding and interpretation of the school including insights into the institutional culture and African American identity, the spatial organization of outdoor activities, and the character of daily life at the school. We encourage the property owner to reach out to the North Carolina Office of State of Archaeology before beginning any ground disturbing activities as care should be taken to avoid inadvertent damage or destruction of these resources.

The report for the Huntersville # 2 Rosenwald School is informative and comprehensive; the use of oral histories from community members is appreciated and welcome.

We have shared recommendations with staff to perform a few changes to the report. With these minor changes, we believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether Huntersville School #2 possesses the requisite special local significance and integrity for local historic landmark designation.

Local landmark designation means the community recognizes the property is worthy of preservation because of its special significance to the local community. Any substantial changes in design, materials, and appearance of the property would be subject to the design review procedures of the preservation commission.

Thank you for the opportunity to comment on the report. Please note, our comments are advisory only and therefore, non-binding. Once the governing board has received a recommendation from the Charlotte-Mecklenburg Historic Landmarks Commission, it should proceed in the same manner as would otherwise be required for an amendment to the zoning ordinance. Once the decision has been made, please return a completed copy of the enclosed designation form to our office.

This letter serves as our comments on the proposed designation of the historic Huntersville School #2, 508 Dellwood Dr., Huntersville, Mecklenburg County.

Please contact me at Kristi.brantley@ncdcr.gov (preferred) or 919-814-6576 should you have any questions about our comments.

Sincerely,

A handwritten signature in black ink that reads "Kristi Brantley". The signature is written in a cursive, flowing style with a long, sweeping underline that extends to the right.

Kristi Brantley
Local Preservation Commissions/CLG Coordinator

CC: Commission Chair

Enclosure

MEMO

To: File – Huntersville School #2
From: HLC Staff
Date: December 28, 2021

Re: Comments from State Historic Preservation Office on Designation Report for Huntersville School #2, Huntersville

By email dated December 9, 2021, SHPO staff provided feedback based on their review of the Designation Report for the Huntersville School #2. In summary, the issues raised included the following:

- Greater clarity as to the building's two distinct phase of significance as a school and as a community center;
- Greater clarity as to the building's integrity associated with its transition from a school to a community center; and
- Typographical and grammatical errors.

Following review of the Designation Report and the SHPO feedback, the HLC staff revised and updated the Designation Report to address the issues raised.

RECORD OF THE VOTE OF THE HISTORIC LANDMARKS COMMISSION ON THE

HUNTERSVILLE SCHOOL #2

November 8, 2021

Motion: THE SURVEY COMMITTEE PRESENTED A SECONDED MOTION TO THE HISTORIC LANDMARKS COMMISSION THAT IT PROCESS THE HUNTERSVILLE SCHOOL #2, 508 DELLWOOD DRIVE, HUNTERSVILLE, N.C., FOR HISTORIC LANDMARK DESIGNATION TO INCLUDE THE EXTERIOR OF THE BUILDING AND THE ASSOCIATED TAX PARCEL AS PRESENTED IN THE DESIGNATION REPORT. THE COMMISSION UNANIMOUSLY APPROVED THE MOTION.

Favor

Mr. Akadius Berry, Ms. Lesley Carroll, Mr. Brian Clarke, Mr. William Hughes, Ms. Elizabeth Luke, Mr. Garrett Nelson, Mr. Joshua Shope, Mr. Edwin Wilson,

Oppose

None

Abstain

None

Absent

Ms. Diane Althouse, Mr. Robert Barfield, and Mr. Jeffrey Parsons

**ORDINANCE DESIGNATING AS A HISTORIC LANDMARK THE PROPERTY
KNOWN AS “HUNTERSVILLE SCHOOL #2” (TAX PARCEL 01908102), INCLUDING
THE EXTERIOR OF THE BUILDING AND THE APPROXIMATELY 2.787 ACRES OF
LAND LISTED UNDER TAX PARCEL NUMBER 01908102 IN THE MECKLENBURG
COUNTY TAX OFFICE**

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

WHEREAS, the members of the Board of Commissioners of the Town of Huntersville, North Carolina, have taken into full consideration all statements and information presented at a public hearing held on the 21st day of March, 2022, on the question of designating a property known as the Huntersville School #2 as an historic landmark; and

WHEREAS, the members of the Charlotte-Mecklenburg Historic Landmarks Commission have taken into full consideration all statements and information presented at a public hearing held on the 14th day of March, 2022, on the question of designating a property known as the Huntersville School #2 as an historic landmark; and

WHEREAS, the Huntersville School #2 was once part of the Rosenwald School system, a 1912 collaborative private/public initiative launched by the Julius Rosenwald Fund to neutralize the discriminatory impact of segregated public-school systems by fostering school construction and enhanced educational opportunities nationwide for rural African American children; and

WHEREAS, the Huntersville School #2, previously known as both the Huntersville Colored School and the “Little School,” was once one of more than 800 such facilities constructed in North Carolina between the 1910s and the 1930s (including twenty-six schools in Mecklenburg County), it is now one of only six Rosenwald Schools remaining in the county; and

WHEREAS, between its 1925 opening and its 1958 decommission, the Huntersville School #2 educated African American children who lived in the historic Pottstown community and surrounding neighborhoods, many of whom remained and contributed as valued members of the community; and

WHEREAS, the Huntersville School #2 thereby serves as a daily symbol of early- to mid-20th century grassroots resistance to racial discrimination and Jim Crow segregation, as well as representing the importance of education and community; and

WHEREAS, having become an integral and cherished community institution, the building that once housed the discontinued school was quickly adopted and repurposed by the local African American citizenry as a community center alternatively known as the Dellwood Center and the Torrence Lytle Community Center, thereby perpetuating the continuous and ongoing use of the Huntersville School #2 as well as the school’s local historic and cultural significance for more than ninety-six years; and

WHEREAS, based on the additional information further detailed in the Huntersville School #2 Designation Report (July 2021), all of which is incorporated herein by reference, the Charlotte-Mecklenburg Historic Landmarks Commission has demonstrated that the property known as the Huntersville School #2 possesses special significance in terms of its history, architecture, and/or cultural importance; and

WHEREAS, the property known as the Huntersville School #2 is owned by the Town of Huntersville.

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

1. That the property known as the “Huntersville School #2” (listed under Tax Parcel Number 01908102, including the exterior of the building and the approximately 2.787 acres of land listed under Tax Parcel Number 01908102 in the Mecklenburg County Tax Office, Charlotte, NC, as of November 1, 2021) is hereby designated as an historic landmark pursuant to Chapter 160D, Article 9, as amended, of the General Statutes of North Carolina. The location of said landmark is noted as being situated at 508 Dellwood Drive, Huntersville, NC. Exterior features are more completely described in the Huntersville School #2 Designation Report (July 2021).

2. That said exterior is more specifically defined as the historic and structural fabric, especially including all original exterior architectural features and the contours of landscaping.

3. That said designated historic landmark may be materially altered, restored, moved, or demolished only following issuance of a Certificate of Appropriateness by the Charlotte-Mecklenburg Historic Landmarks Commission. An application for a Certificate of Appropriateness authorizing the demolition of said landmark may not be denied, except if such landmark is judged to be of State-wide significance by duly authorized officials of the North Carolina Division of Archives and History. However, the effective date of such Certificate may be delayed in accordance with Chapter 160D, Article 9, and amendments thereto, and hereinafter adopted.

4. Nothing in this ordinance shall be construed to prevent or delay ordinary maintenance or repair of any architectural feature in or on said landmark that does not involve a change in design, material or outer appearance thereof, nor to prevent or delay the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a building inspector or similar official certifies to the Commission that such action is required for the public safety because of an unsafe condition. Nothing herein shall be construed to prevent the owner of the historic landmark from making any use of the historic landmark not prohibited by other statutes, ordinances, or regulations. Owners of locally designated historic landmarks are expected to be familiar with and to follow The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, the guidelines used by the Charlotte-Mecklenburg Historic Landmarks Commission to evaluate proposed alterations or additions.

5. That a suitable sign may be posted indicating that said property has been designated as a historic landmark and containing any other appropriate information. If the owner consents, the sign may be placed on said historic landmark.

6. That the owners of the historic landmark known as the Huntersville School #2 be given notice of this ordinance as required by applicable law and that copies of this ordinance be filed and indexed in the offices of the Town Clerk, Building Standards Department, Mecklenburg County Register of Deeds, and the Tax Supervisor, as required by applicable law.

7. That which is designated as a historic landmark shall be subject to Chapter 160D, Article 9, of the General Statutes of North Carolina as amended, and any amendments to it and any amendments hereinafter adopted.

Adopted the ____ day of _____, 2022, by the members of the Board of Commissioners of the Town of Huntersville, Mecklenburg County, North Carolina.

Clerk to Town Board

Approved as to form:

Town Attorney

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Kayleigh Mielenz, Planner I

Date: March 21, 2022

Subject: Consider decision on designating as a historic landmark the property known as the "Huntersville School #2"/Dellwood Center

EXPLAIN REQUEST:

Consider decision on designating as a historic landmark the property known as the "Huntersville School #2", also known as the Dellwood Center (including the exterior of the building and the approximately 2.787 acres of land listed under Tax Parcel Number 01908102 in the Mecklenburg County Tax Office). Said property is owned by the Town of Huntersville and is located at 508 Dellwood Drive, Huntersville, NC. Such designation would be pursuant to Chapter 160D, Article 9, as amended, of the General Statutes of North Carolina.

ACTION RECOMMENDED:

Consider taking final action on the Historic Landmark Designation of the "Huntersville School #2"

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

1. 5. Ordinance_Huntersville #2

**ORDINANCE DESIGNATING AS A HISTORIC LANDMARK THE PROPERTY
KNOWN AS “HUNTERSVILLE SCHOOL #2” (TAX PARCEL 01908102), INCLUDING
THE EXTERIOR OF THE BUILDING AND THE APPROXIMATELY 2.787 ACRES OF
LAND LISTED UNDER TAX PARCEL NUMBER 01908102 IN THE MECKLENBURG
COUNTY TAX OFFICE**

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

WHEREAS, the members of the Board of Commissioners of the Town of Huntersville, North Carolina, have taken into full consideration all statements and information presented at a public hearing held on the 21st day of March, 2022, on the question of designating a property known as the Huntersville School #2 as an historic landmark; and

WHEREAS, the members of the Charlotte-Mecklenburg Historic Landmarks Commission have taken into full consideration all statements and information presented at a public hearing held on the 14th day of March, 2022, on the question of designating a property known as the Huntersville School #2 as an historic landmark; and

WHEREAS, the Huntersville School #2 was once part of the Rosenwald School system, a 1912 collaborative private/public initiative launched by the Julius Rosenwald Fund to neutralize the discriminatory impact of segregated public-school systems by fostering school construction and enhanced educational opportunities nationwide for rural African American children; and

WHEREAS, the Huntersville School #2, previously known as both the Huntersville Colored School and the “Little School,” was once one of more than 800 such facilities constructed in North Carolina between the 1910s and the 1930s (including twenty-six schools in Mecklenburg County), it is now one of only six Rosenwald Schools remaining in the county; and

WHEREAS, between its 1925 opening and its 1958 decommission, the Huntersville School #2 educated African American children who lived in the historic Pottstown community and surrounding neighborhoods, many of whom remained and contributed as valued members of the community; and

WHEREAS, the Huntersville School #2 thereby serves as a daily symbol of early- to mid-20th century grassroots resistance to racial discrimination and Jim Crow segregation, as well as representing the importance of education and community; and

WHEREAS, having become an integral and cherished community institution, the building that once housed the discontinued school was quickly adopted and repurposed by the local African American citizenry as a community center alternatively known as the Dellwood Center and the Torrence Lytle Community Center, thereby perpetuating the continuous and ongoing use of the Huntersville School #2 as well as the school’s local historic and cultural significance for more than ninety-six years; and

WHEREAS, based on the additional information further detailed in the Huntersville School #2 Designation Report (July 2021), all of which is incorporated herein by reference, the Charlotte-Mecklenburg Historic Landmarks Commission has demonstrated that the property known as the Huntersville School #2 possesses special significance in terms of its history, architecture, and/or cultural importance; and

WHEREAS, the property known as the Huntersville School #2 is owned by the Town of Huntersville.

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

1. That the property known as the “Huntersville School #2” (listed under Tax Parcel Number 01908102, including the exterior of the building and the approximately 2.787 acres of land listed under Tax Parcel Number 01908102 in the Mecklenburg County Tax Office, Charlotte, NC, as of November 1, 2021) is hereby designated as an historic landmark pursuant to Chapter 160D, Article 9, as amended, of the General Statutes of North Carolina. The location of said landmark is noted as being situated at 508 Dellwood Drive, Huntersville, NC. Exterior features are more completely described in the Huntersville School #2 Designation Report (July 2021).

2. That said exterior is more specifically defined as the historic and structural fabric, especially including all original exterior architectural features and the contours of landscaping.

3. That said designated historic landmark may be materially altered, restored, moved, or demolished only following issuance of a Certificate of Appropriateness by the Charlotte-Mecklenburg Historic Landmarks Commission. An application for a Certificate of Appropriateness authorizing the demolition of said landmark may not be denied, except if such landmark is judged to be of State-wide significance by duly authorized officials of the North Carolina Division of Archives and History. However, the effective date of such Certificate may be delayed in accordance with Chapter 160D, Article 9, and amendments thereto, and hereinafter adopted.

4. Nothing in this ordinance shall be construed to prevent or delay ordinary maintenance or repair of any architectural feature in or on said landmark that does not involve a change in design, material or outer appearance thereof, nor to prevent or delay the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a building inspector or similar official certifies to the Commission that such action is required for the public safety because of an unsafe condition. Nothing herein shall be construed to prevent the owner of the historic landmark from making any use of the historic landmark not prohibited by other statutes, ordinances, or regulations. Owners of locally designated historic landmarks are expected to be familiar with and to follow The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, the guidelines used by the Charlotte-Mecklenburg Historic Landmarks Commission to evaluate proposed alterations or additions.

5. That a suitable sign may be posted indicating that said property has been designated as a historic landmark and containing any other appropriate information. If the owner consents, the sign may be placed on said historic landmark.

6. That the owners of the historic landmark known as the Huntersville School #2 be given notice of this ordinance as required by applicable law and that copies of this ordinance be filed and indexed in the offices of the Town Clerk, Building Standards Department, Mecklenburg County Register of Deeds, and the Tax Supervisor, as required by applicable law.

7. That which is designated as a historic landmark shall be subject to Chapter 160D, Article 9, of the General Statutes of North Carolina as amended, and any amendments to it and any amendments hereinafter adopted.

Adopted the ____ day of _____, 2022, by the members of the Board of Commissioners of the Town of Huntersville, Mecklenburg County, North Carolina.

Clerk to Town Board

Approved as to form:

Town Attorney

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Brian Richards

Date: March 21, 2022

Subject: Petition #R21-16 - Mosaic Development Group Rezoning at 9102 Beatties Ford Road

EXPLAIN REQUEST:

Consider a decision on Petition #R21-16, a request by Mosaic Development Group to rezone +/- 9.8 acres at 9102 Beatties Ford Road from Rural District to Neighborhood Residential Conditional District for age restricted multi-family housing (Parcel # 01526437).

ACTION RECOMMENDED:

Consider a decision on Petition #R21-16, a request by Mosaic Development Group to rezone +/- 9.8 acres at 9102 Beatties Ford Road from Rural District to Neighborhood Residential Conditional District for age restricted multi-family housing (Parcel # 01526437).

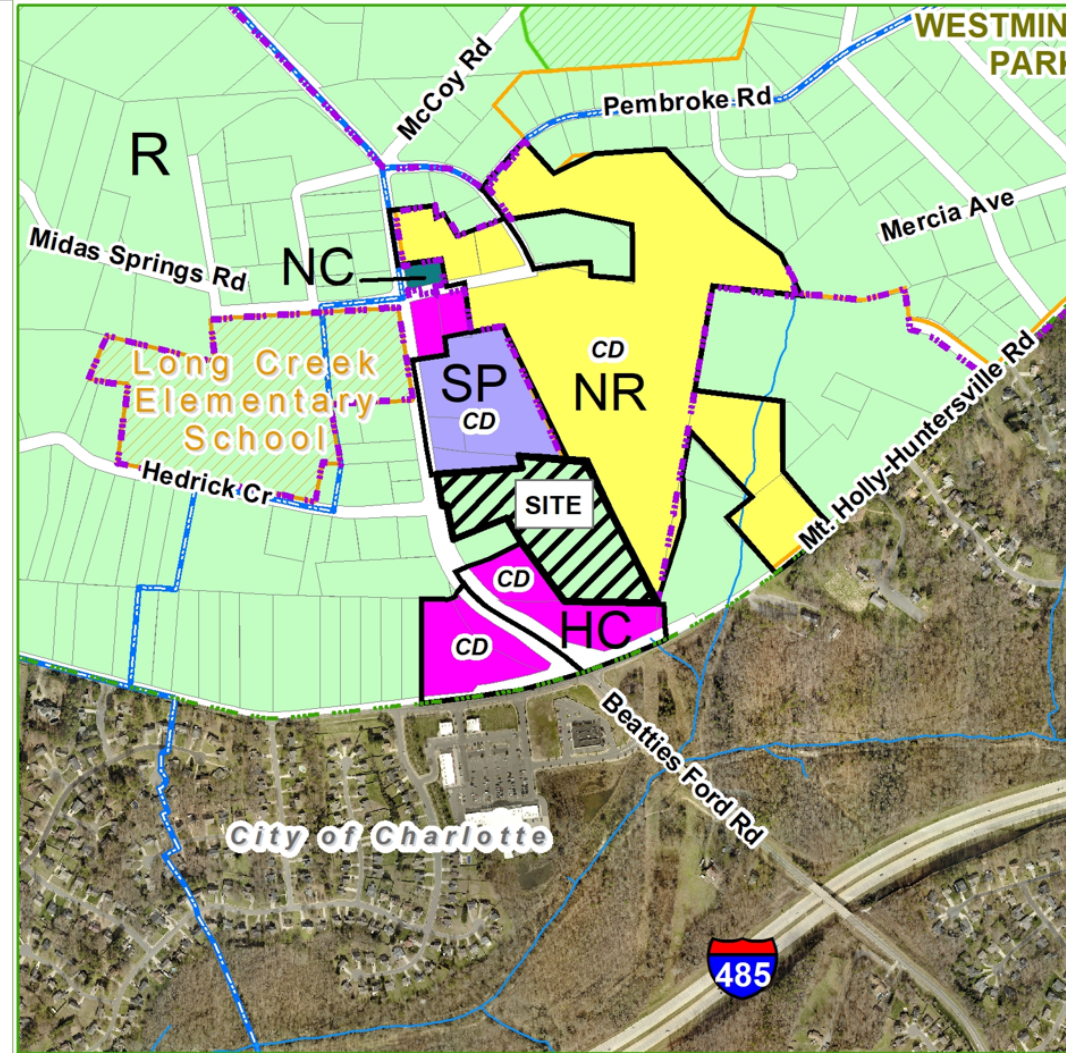
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. R21-16 TB Staff Report 3-21-22
2. A - Rezoning Application
3. B - R21-16 Rezoning Plan3rdSubmittal
4. C - Neighborhood Meeting (12.16.2021)
5. D - CMS Student Response Email
6. E - Charlotte Water Willingness R21-16
7. F - Mosaic Parking Data 1-27-22

Petition R21-16 Mosaic Senior Living

PART 1: PROJECT SUMMARY



Applicant: Mosaic Development Group

Property Owner: Marvin Cathey

Property Address: 9102 Beatties Ford Rd

Project Size: (+/-) 9.8 acres

Parcel Numbers: 01526437

Current Zoning: Rural (R)

Current Land Use: Single Family.

Proposed Zoning: Neighborhood Residential Conditional District (NR-CD)

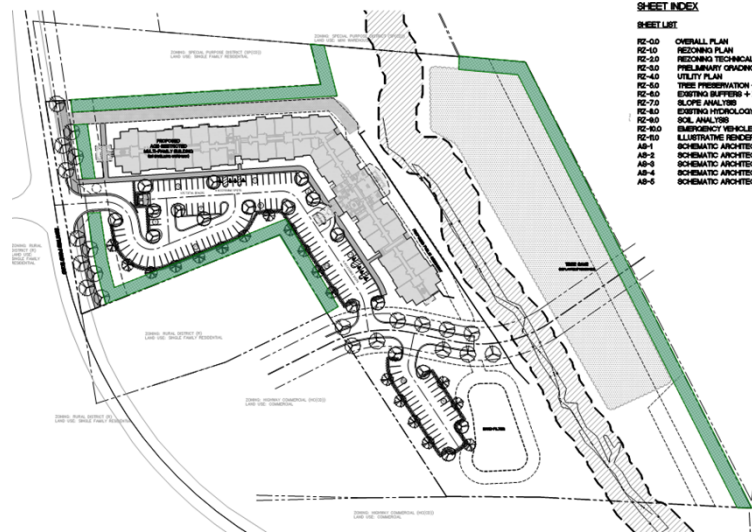
Proposed Land Use: Multi-Family (Age Restricted).

1. Purpose: Rezone 9.8 acres East of Beatties Ford Rd. from Rural to Neighborhood Residential Conditional District (NR-CD) for up to 130 Units Multi-Family Development (age restricted). The Rezoning plan currently shows 123 units (12.5 DUA).
2. Adjoining Zoning and Land Uses.
 - North: Special Purpose – West Mecklenburg Self Storage.
 - South: Highway Commercial - Approved Rezoning R08-01 Long Creek Retail– Currently Vacant & Single Family.
 - East: Neighborhood Residential – Single Family (Oak Grove Hill Subdivision Under Construction).
 - West: Rural – Long Creek Elementary & Single Family.
3. A neighborhood meeting was held on December 16, 2021, and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment C).
4. Notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Beatties Ford Rd.

PART 2: REZONING/SITE PLAN

The proposed Conditional District Rezoning Plan is generally compliant with the Zoning and Subdivision Regulations. Significant elements include:

- One age restricted multifamily building is being proposed.
- A 20' Vegetated Buffer is being offered in various locations.



- Approximately 343' LF of side path will be installed along Beatties Ford Rd.
- Approximately 500' of Public Right of Way will be reserved between the approved Long Creek Retail Development (undeveloped) and the Oak Grove Hill Subdivision (under construction) for a future public street.
- Minimum Tree Preservation (canopy tree save) for the Neighborhood Residential District is 10%. The applicant is proposing to save 32% (3.15 Ac) of existing canopy.
- Minimum Tree Preservation (specimen tree save) for the Neighborhood Residential District is 10%. The Rezoning Plan contains 25 specimen trees and proposes to save 13 trees (52%).
- There are no identified Heritage Trees on site.
- Building elevations for the proposed structure have been submitted. Architectural renderings have been provided (Attachment B).
- The applicant has offered to voluntarily annex the site.
- Planning, Transportation, and Storm Water Engineering staff have site plan comments outstanding that need to be addressed prior to final plan approval.

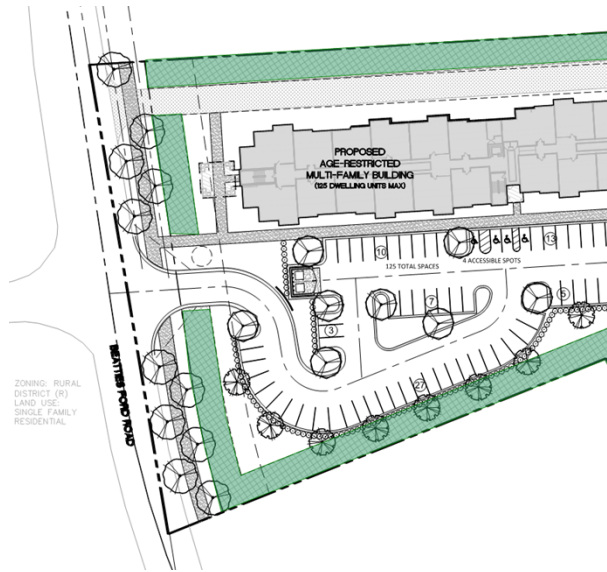
- Two (2) Ordinance Modifications are proposed:

1. Article 6: Off- Street Parking – Requires a minimum Residential parking of 1 space per 1 bedroom dwelling unit and 1.5 spaces for dwelling units with more than one bedroom. The applicant is requesting to reduce the required number of parking spaces from 139 to 125 (-14 spaces = 1.02 space per unit). (Attachment F)

STAFF COMMENT – Given the low car per unit study, the applicants utilization of volunteer car/van service, and flexibility recommend in 2040 Community Plan LU 8.1. Staff DOES SUPPORT the modification request as this is in keeping with the Spirit of the Ordinance. Additionally, Staff and Applicant have reached out to CATS to discuss the possibility of utilizing Micro transit as an option for the development.

2. Article 4 Apartment Building Type – Building Placement/Parking/Vehicle Access “4. Parking shall be located to the rear of the building.” The Applicant is requesting to allow for parking to be in the side yard along Beatties Ford Rd. A 20' vegetated buffer and evergreen plantings are being offered to screen the parking spaces (Image below).

STAFF COMMENT – The buffer offerings and separation in grade will provide adequate screening and separation to mitigate the visual impact of the side yard parking. This is in keeping with the Spirit of the Ordinance, staff DOES SUPPORT this modification request.



PART 3: TRANSPORTATION ISSUES

Traffic Impact Analysis (TIA)

A Town TIA for the Mosaic Senior Living was not required.

A NCDOT TIA was not required.

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



Future Land Use Character Area	Residential Subdivision Design				Residential Type			
	Town-scale Subdivision	Traditional Neighborhood Design (TND)	Conservation (Cluster) Subdivision	Farm-house Cluster	Live-work Unit	Apart-ments & Condos	Attached (Townhomes, Duplex, Tri-plex)	De-tached
Walkable, Mixed-Use Center (WMU)	-	☑	-	-	☑	☑	☑	☑
Activity Center (AC)	-	☑	☑	*	☑	*	☑	☑
Employment Center (EC)	*	*	-	-	*	*	*	-

Legend:								
☑ = Allowed / Encouraged								
* = If Contextually Appropriate, Potential Limitations, Design Criteria or Utility Availability								
- = Discouraged								

STAFF COMMENT – The 2040 Huntersville Community Plan DOES SUPPORT this project through the following sections:

- **Policy LU 2.1:** Higher intensity residential uses will be focused generally within 2 miles of the I77/NC115 corridor and future activity centers in the eastern and western areas of Huntersville zoning jurisdiction.
- **Policy LU 5.1:** Allow for more intense development only where transportation infrastructure and utilities already exist.
- **Policy LU 6.1:** A mix of land uses is encouraged in Mixed-Use Centers, Activity Centers, Employment Centers identified on the Future Land Use Map.
- **Policy LU 7.1:** Require all new development to adhere to the following design principles: In Mixed Use Centers, Activity Centers, Town Core, and Moderate Density Areas, Streets and sidewalk are meant to be attractive and inviting. New development in these areas shall follow these principles:
 - In Mixed-Use Centers, Activity Centers, Town Core, and Moderate Density Areas, streets and sidewalks are meant to be attractive and inviting. New development in these areas shall follow these principles:
 - All buildings shall front a public street or open space.
 - Streets should be connected, have short blocks and sidewalks on both sides of streets.
 - Improve connectivity, particularly for pedestrians and vehicles.
 - Parking lots, if required, should be predominately located behind buildings screened from view and larger lots should be broken by buildings and or landscape features.
 - In lower intensity areas (including MD, RE, RC, CW) preservation of rural character and natural resources are prioritized.
 - In these areas, structures can be set back further from the road and should blend into the landscape and the scenic nature of roadways should be preserved.
- **Policy LU 8.1:** Continue to emphasize form and flexibility in development regulations for these areas.
 - The current zoning ordinance has basic form based standards with flexibility built-in. Key elements include allowing multiple types of land uses, a mix of uses, minimal setbacks, and parking requirements.
- **Policy LU 10.1:** Align housing options with resident needs and promote attainable housing options.
 - Accommodate a mix of housing by type, tenure, and location to serve a growing and increasingly diverse population. Housing offerings should align with workforce opportunities, including management, professional positions, and service positions.
- **Policy T 3.1:** Continue to enhance street connectivity by requiring connections among different uses.

- Continue to require street connectivity among residential, commercial, employment, recreational and institutional uses.
- Street connectivity should be emphasized during the review of all development proposals for consistency with the proposed street map and the Zoning Ordinance.
- Context-sensitive street design should be applied.

Beatties Ford Rd & Mt. Holly-Huntersville Rd Small Area Plan (2005)

POTENTIAL DEVELOPMENT TOTALS

Although the market study indicates attached housing units could be accommodated in the area by the year 2015, the historical development of Long Creek has been at low intensity. Therefore, at this time the Plan does not recommend attached housing units in the area. However, given changes in the market and future development of surrounding areas, it may be appropriate to incorporate some attached housing units in the area provided there is a high level of design quality and the intensity of adjoining development is respected. Elderly housing may provide an excellent opportunity for attached housing in the community. With respect to non-residential development, it is recommended that the area can accommodate between 25,000 to 50,000 sq. ft of office and between 25,000 to 50,000 sq. ft. of commercial (not including an anchor).

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: “in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

- 1. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**

STAFF COMMENT:

The proposed rezoning for the Mosaic Senior Living Development is consistent with envisioned uses and development pattern set forth in the 2040 Community Plan and Beatties Ford Rd. & Mt. Holly-Huntersville Rd Small Area 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:

- A Transportation Impact Analysis was not required – see Part 3 of this report.
- CMS has provided an impact statement (Attachment D)
- Charlotte water has provided a “Willingness-to-serve” letter (Attachment E). Storm water drainage, water supplies and wastewater and refuse disposal are all available to serve this project and there is capacity to do so. A PCO-1 storm water approval from Town Engineering is required, as well.

- 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. Staff and applicant are awaiting a final determination from the Historic Landmarks Commission. Currently the site is not encumbered by any historic easements or deed restrictions.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R21-16, Mosaic Senior Living Staff can recommend approval if all outstanding Staff comments and NCDOT comments are addressed. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 2.1, LU 5.1, LU 6.1, LU 7.1, LU 8.1, LU 10.1 and T3.1 and Beatties Ford Rd & Mt. Holly-Huntersville Rd Small Area Plan.

It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan and Beatties Ford Rd. & Mt. Holly-Huntersville Rd. Small Area Plan. Modification #1 (Off Street Parking Reduction) and Modification #2 (Side Yard Parking) are in keeping with the Spirit of the Ordinance and therefore supported.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing was held on February 7, 2022.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board was held on February 22, 2022.

F. Gammon made a Motion to Approve R21-16 rezoning of 9102 Beatties Ford Road from rural to neighborhood residential – conditional district. The Planning Board finds that the rezoning as outlined in part 4 of the staff report is consistent with Huntersville Zoning Ordinance 11.4.7 d, 11.4.7 e, Huntersville 2040 Community Plan policies LU2.1, LU5.1, LU6.1, LU7.1, LU8.1, LU10.1, T3.1, and the Beatties Ford and Mt Holly Huntersville small area plan. The Planning Board further recommends approval of the requested modifications, modification 1: the reduction of number of off-street parking from 139 to 125 spaces and modification 2: the modification of side-yard parking along Beatties Ford Road with a 20-foot buffer to screen the parking lot from Beatties Ford Road. This recommendation for approval is contingent upon the applicant successfully addressing all outstanding staff comments and potential NCDOT comments. It is reasonable and in the public interest to amend the Zoning ordinance because the rezoning is consistent with the envisioned usage and development pattern set forth in the 2040 Community Plan and Beatties Ford Road and Mt. Holly-Huntersville small area plan. C. Boyd seconded the motion.

Vote: The motion passed unanimously (8-0).

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for March 21, 2022.

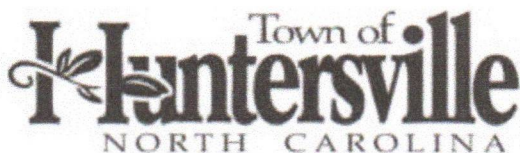
PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- A – Rezoning Application
- B – R21-16 Rezoning Plan
- C – Neighborhood Meeting Report (December 16, 2021)
- D – CMS Student Response Email
- E – Charlotte Water WTS Letter
- F – Mosaic Parking Data

PART 10: CONSISTENCY STATEMENT – R21-16 Mosaic Senior Living

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R21-16, Mosaic Senior Living Staff can recommend approval if all outstanding Staff comments and NCDOT comments are addressed. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 2.1, LU 5.1, LU 6.1, LU 7.1, LU 8.1, LU 10.1 and T3.1 and Beatties Ford Rd & Mt Holly-Huntersville Rd Small Area Plan. <u>It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan and Beatties Ford Rd. & Mt. Holly-Huntersville Rd. Small Area Plan. Modification #1 (Off Street Parking Reduction) and Modification #2 (Side Yard Parking) are in keeping with the Spirit of the Ordinance and therefore supported.</u>	APPROVAL: In considering the proposed rezoning application R21-16, Mosaic Senior Living, The Planning Board finds that the rezoning as outlined in part 4 of the staff report is consistent with Huntersville Zoning Ordinance 11.4.7 d, 11.4.7 e, Huntersville 2040 Community Plan policies LU2.1, LU5.1, LU6.1, LU7.1, LU8.1, LU10.1, T3.1, and the Beatties Ford and Mt Holly Huntersville small area plan. The Planning Board further recommends approval of the requested modifications, modification 1: the reduction of number of off-street parking from 139 to 125 spaces and modification 2: the modification of side-yard parking along Beatties Ford Road with a 20-foot buffer to screen the parking lot from Beatties Ford Road. This recommendation for approval is contingent upon the applicant successfully addressing all outstanding staff comments and potential NCDOT comments. <u>It is reasonable and in the public interest to amend the Zoning ordinance because the rezoning is consistent with the envisioned usage and development pattern set forth in the 2040 Community Plan and Beatties Ford Road and Mt. Holly-Huntersville small area plan.</u>	APPROVAL: In considering the proposed rezoning application R21-16, Mosaic Senior Living, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference).</u> <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
		DENIAL: In considering the proposed rezoning application R21-16, Mosaic Senior Living, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference).</u> <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED. PLEASE CHECK ALL ITEMS CAREFULLY.

1. Application Type

Please indicate the type of application you are submitting. In addition to the application, the submission process for each application type can be found at <https://www.huntersville.org/528/Permits-Process>

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☒ Conditional Rezoning
- ☐ General Rezoning
- ☐ Master Signage Program
- ☐ Special Use Permit
- ☐ Revision to
Original Project # _____
- ☐ 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 November 1, 2021

Name of Project 9102 Beatties Ford Senior Housing Phase # (if subdivision) _____

Project Address 9102 Beatties Ford Road

Parcel Identification Number(s) (PIN) 01526437

Current Zoning District R Proposed District (for rezoning only) NR-CD

Property Size (acres) 9.8 Street Frontage (feet) 343 LF

Current Land Use vacant / SF residential

Proposed Land Use(s) senior housing

Is the project within Huntersville's corporate limits?
Yes _____ No x If no, does the applicant intend to voluntarily annex? yes

3. Description of Request

Explain the nature of this request. If a separate sheet is necessary, please attach to this application.

This is a request to rezone the parcel to NR in order to develop tax credit funded senior housing.

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 Mosaic Development Group Phone 704-342-3316
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: non-profit

☒ 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 James Royster Printed Name: James Royster
Title Project Manager Email jroyster@mosaicdevelopmentgroup.com
Address of Applicant 4600 Park Road, Charlotte, NC

7. Property Owner (if different than applicant)

Printed Name Marvin Cathey Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership Other: ☐ individual _____

☐ 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 see attached Printed Name _____
Title _____ Email _____

Address of Property Owner P.O. Box 2367, Huntersville, NC 28070

* 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

Cole, Jenest, Stone	Jacob Bachman	864-354-6964	jbachman@colejeneststone.com
Development Firm	Name of Contact	Phone	Email
Tise Kiester	Phil Kiester	919-967-0158	pkiester@tisekiester.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

JOINDER OF AND CONSENT TO APPLICATION

29th This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this day of Oct, 2021, by Marvin Hipp Cathey ("Owner") in connection with that one certain General Application for a Conditional Rezoning and Sketch Plan (the "Application"), and for Mosaic Senior 9102 Beatties Ford Senior Housing filed by Mosaic Development Group ("Applicant") in connection with the property identified as Parcel Number 01526437 as in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desires to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Quasi-Judicial Proceeding.** Owner does hereby acknowledge that the Sketch Plan Application will be considered in a quasi-judicial proceeding and that neither I or anyone on my behalf may contact the Board of Commissioners except through sworn testimony.
5. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
6. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

Marvin Hipp Cathey

Signature: Marvin Hipp Cathey (CK)

Printed Name: Marvin Hipp Cathey

9102 BEATTIES FORD SENIOR HOUSING

MOSAIC DEVELOPMENT GROUP

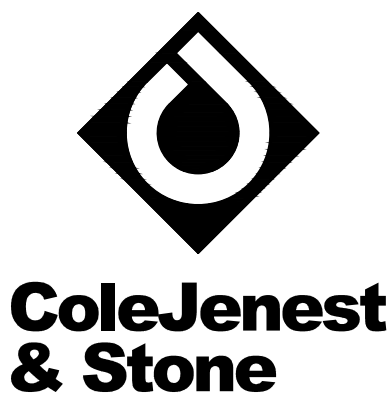
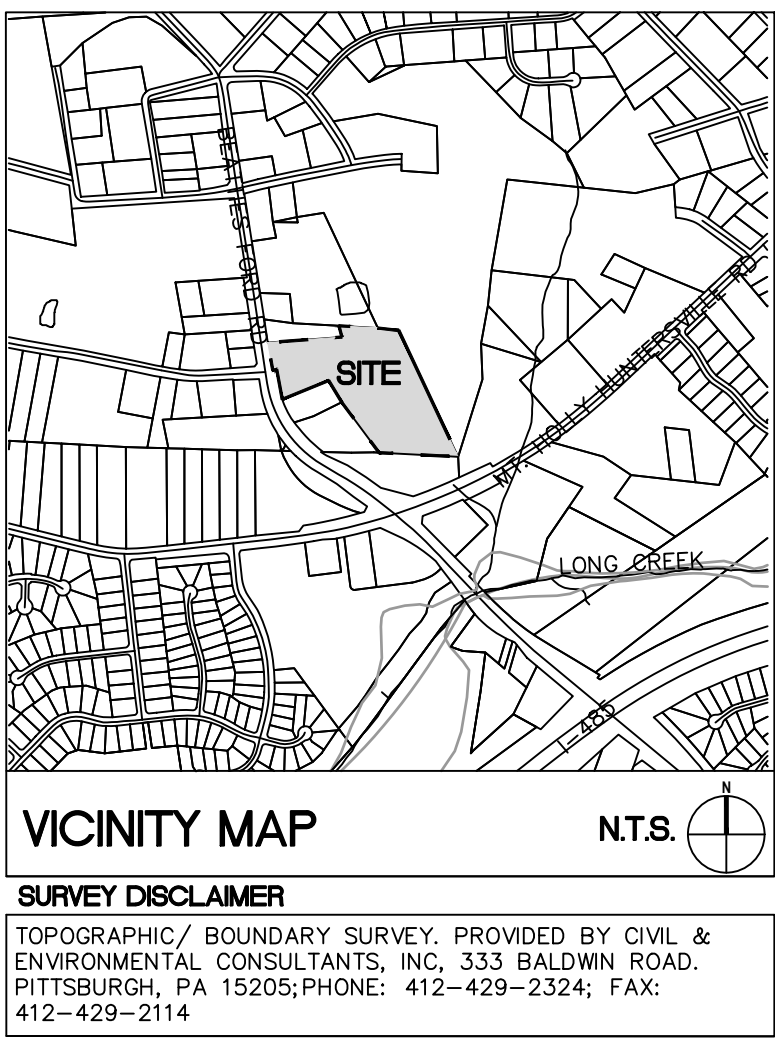
CONDITIONAL DISTRICT REZONING - R21-16

EPM# 429817

SHEET INDEX

SHEET LIST

RZ-0.0	OVERALL PLAN
RZ-1.0	REZONING PLAN
RZ-2.0	REZONING TECHNICAL DATA SHEET
RZ-3.0	PRELIMINARY GRADING + STORMWATER CONCEPT PLAN
RZ-4.0	UTILITY PLAN
RZ-5.0	TREE PRESERVATION + EXISTING CONDITIONS PLAN
RZ-6.0	EXISTING BUFFERS + ZONES
RZ-7.0	SLOPE ANALYSIS
RZ-8.0	EXISTING HYDROLOGY
RZ-9.0	SOIL ANALYSIS
RZ-10.0	EMERGENCY VEHICLE ACCESS EXHIBIT
RZ-11.0	ILLUSTRATIVE RENDERING
AS-1	SCHEMATIC ARCHITECTURAL ELEVATIONS
AS-2	SCHEMATIC ARCHITECTURAL ELEVATIONS
AS-3	SCHEMATIC ARCHITECTURAL ELEVATIONS
AS-4	SCHEMATIC ARCHITECTURAL ELEVATIONS
AS-5	SCHEMATIC ARCHITECTURAL ELEVATIONS



Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

MOSAIC DEVELOPMENT GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES FORD SENIOR HOUSING

9102 BEATTIES FORD RD
HUNTERVILLE NC 28078

OVERALL PLAN

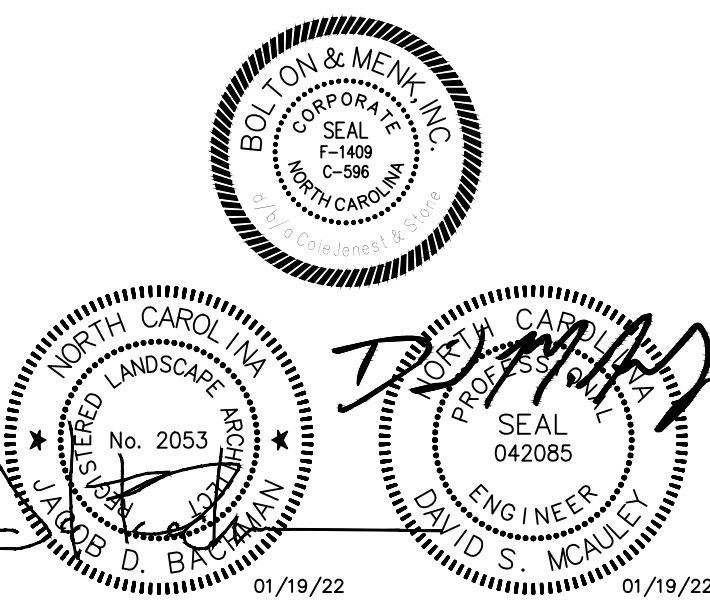
Project No.
32674.21

Issued
10/29/21

PRELIMINARY
NOT FOR
CONSTRUCTION

Revised

12/10/21 - REZONING AMENDMENT

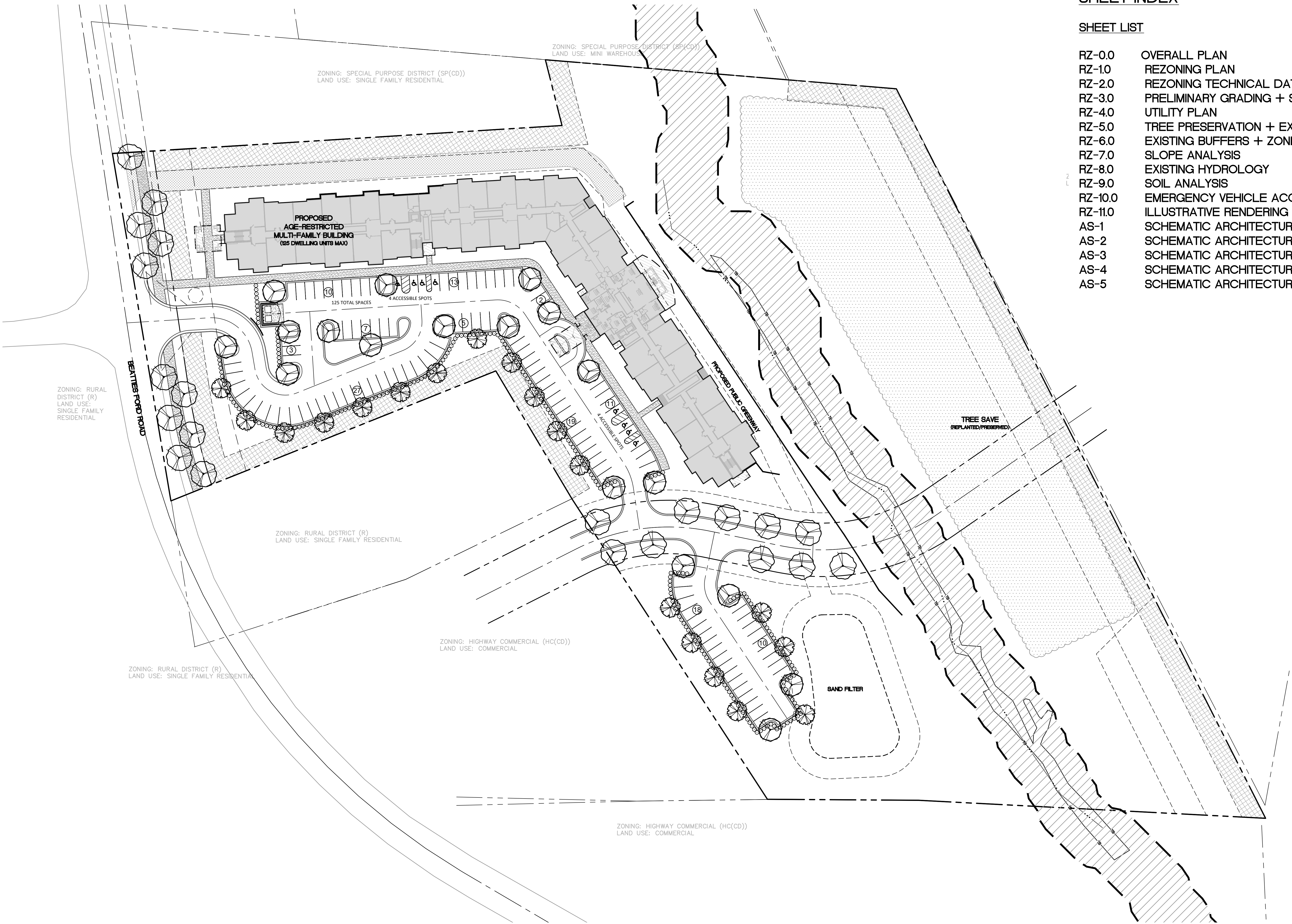


SCALE: 1"=40'
0 20' 40' 80'

RZ-0.0

THE DRAWINGS, THE PROJECT MANUAL AND THE DESIGN SHOWN THEREIN ARE INSTRUMENTS OF BOLTON & MENK SOUTHEAST LLC. THE REPRODUCTION OR UNAUTHORIZED USE OF THE DOCUMENTS WITHOUT CONSENT OF BOLTON & MENK SOUTHEAST LLC IS PROHIBITED.

© BOLTON & MENK SOUTHEAST LLC. 2022



1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.

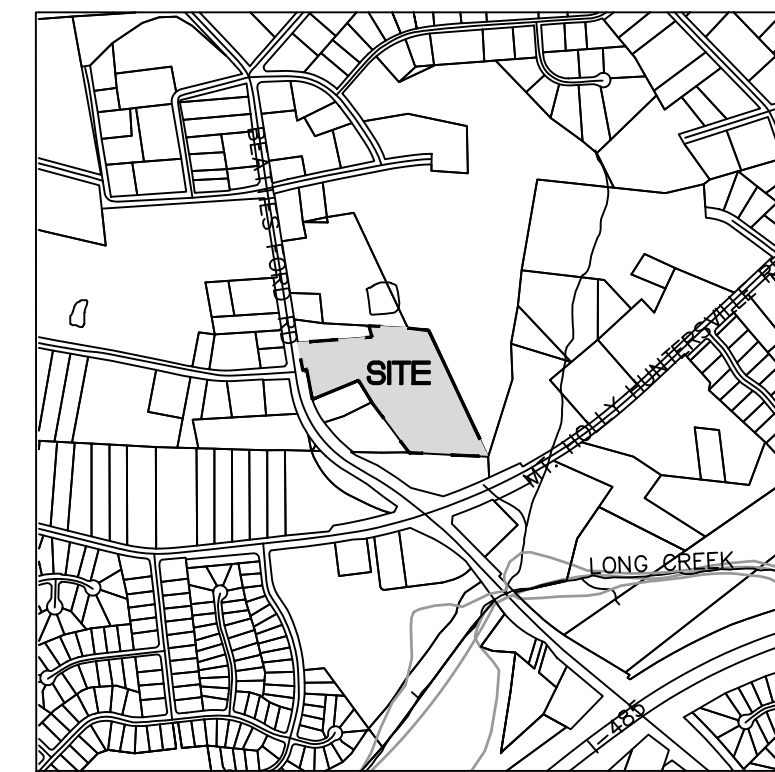
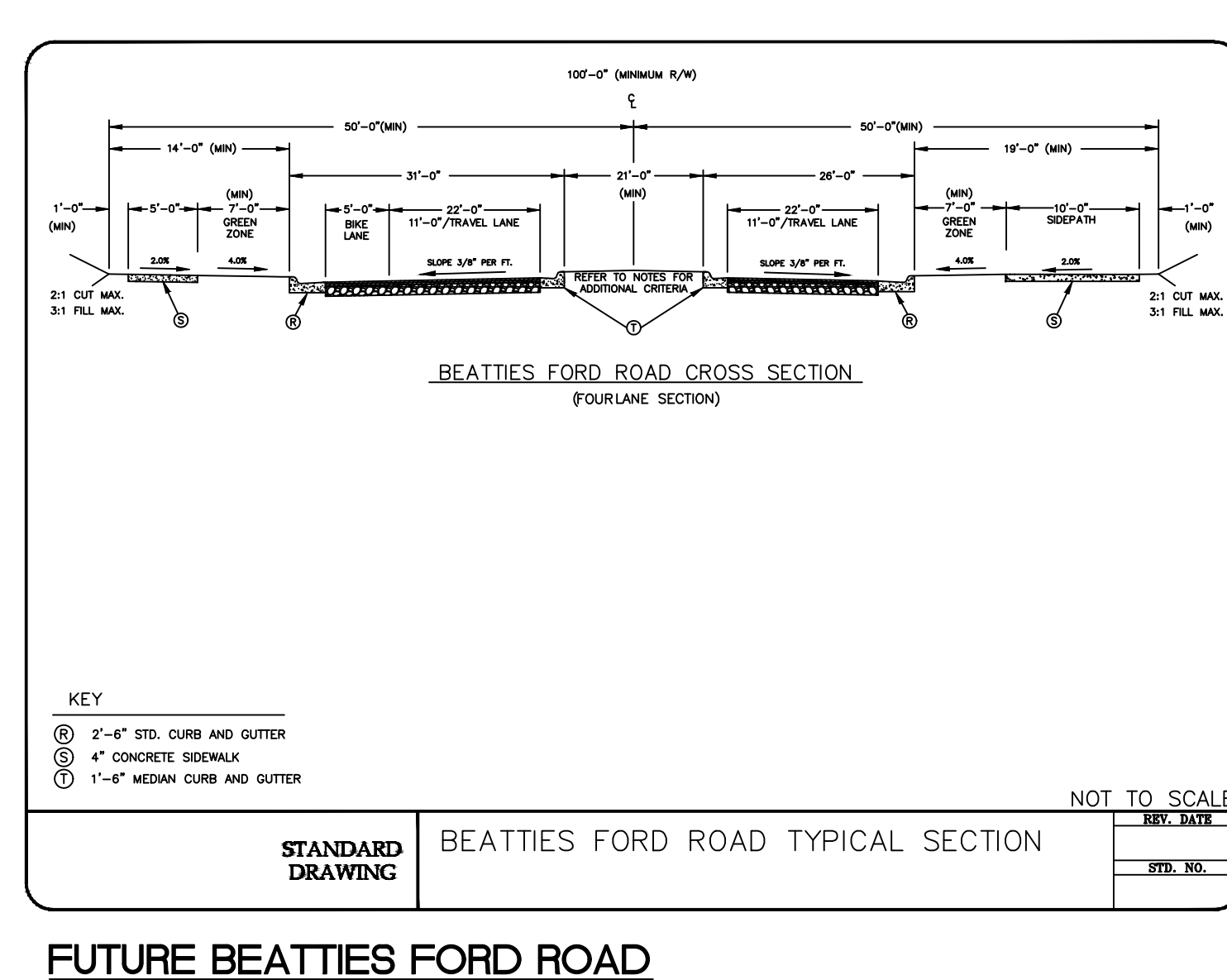
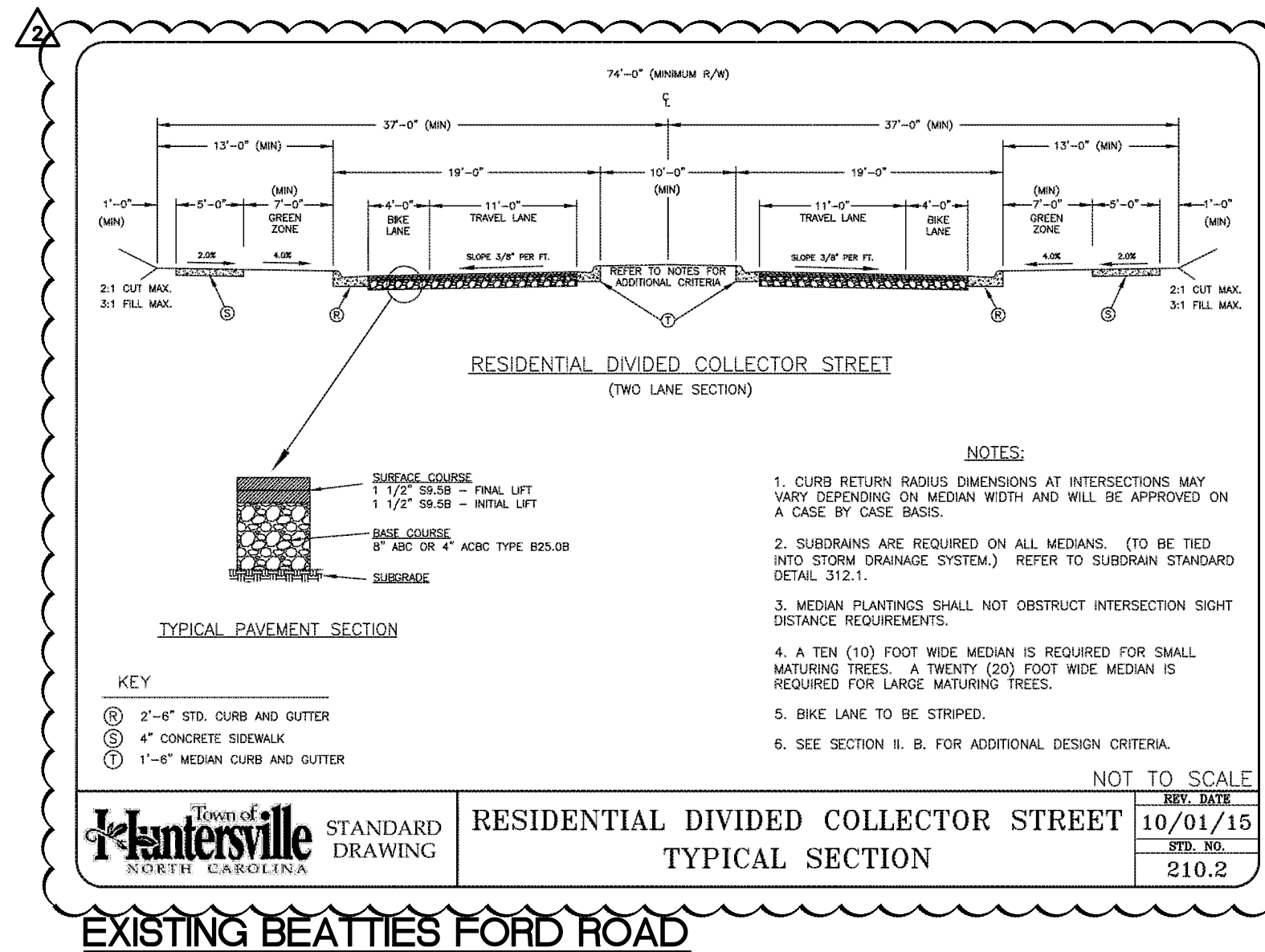
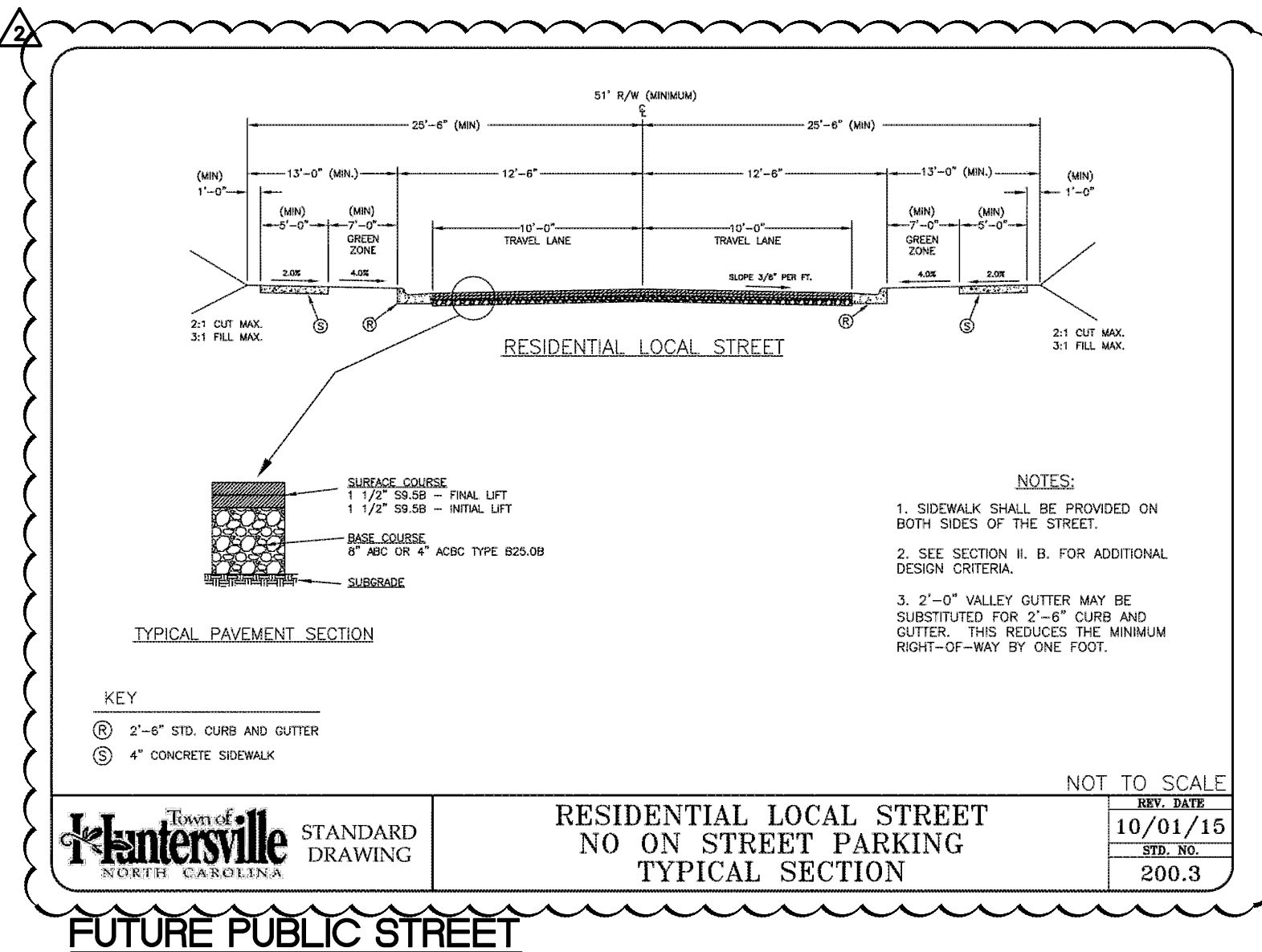
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.

3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.

4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

GENERAL REZONING NOTES

1. SEE SHEET RZ-200 FOR DEVELOPMENT STANDARDS
2. SEE SHEET RZ-200 FOR ZONING EXHIBIT



VICINITY MAP N.T.S.

SURVEY DISCLAIMER

TOPOGRAPHIC/ BOUNDARY SURVEY, PROVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. 333 BALDWIN ROAD, PITTSBURGH, PA 15206; PHONE: 412-429-2324; FAX: 412-429-2114

LEGEND	
SYMBOL	
	PROPOSED SIDEWALK
	PROPOSED CURB & GUTTER
	STREET CONNECTION
	DRIVEWAY CONNECTION
	PEDESTRIAN CONNECTION
	POTENTIAL TREE SAVE AREA
	30' P.C.O. BUFFER
	POTENTIAL FUTURE GREENWAY

REZONING SUMMARY:

PETITIONER:	MOSAIC DEVELOPMENT GROUP 4600 PARK ROAD SUITE 390 CHARLOTTE NC, 28209
PROPERTY OWNER:	MARVIN AND MAKEEBY CATHY PO BOX 2367 HUNTERVILLE NC, 28070 9102 BEATTIES FORD SENIOR HOUSING
PROJECT NAME:	9102 BEATTIES FORD SENIOR HOUSING
REZONING SITE AREA:	10.136± ACRES
TAX PARCEL #:	015-26-437
EXISTING ZONING:	R
PROPOSED ZONING:	NR (CD)
EXISTING USE:	SINGLE FAMILY RESIDENTIAL
PROPOSED USE:	MULTI-FAMILY HOMES (AGE RESTRICTED - ELDERLY)
ROW TO BE DEDICATED:	±0.308 AC
PROPOSED SITE AREA:	9.828± ACRES
BUILDING AND LOT TYPE SUMMARY:	APARTMENT BUILDING TYPE PER ARTICLE 4 OF HUNTERVILLE ZONING ORDINANCE FOR SIDE AND REAR SETBACK REQUIREMENTS, SEE BUILDING TYPE DIAGRAMS (SEE SHEET SP 2.0).
AGE-RESTRICTED APARTMENT BUILDING (FRONT BUILD TO LINE MINIMUM PROPOSED REAR SETBACK):	35' ±
REAR YARD SETBACK:	50' MINIMUM (PARKING IS PERMITTED IN REAR SETBACK)
BUILDING LOT DIAGRAMS:	SEE RZ-2.0 FOR DETAILS
MAX. BUILDING HEIGHT:	36' MAX.
GROSS FLOOR AREA:	135,425 SF
OPEN SPACE SUMMARY:	± 2,500 SF
COMMON OPEN SPACE PROVIDED:	± 2,500 SF
TREE SAVE SUMMARY:	PER ARTICLE 7.4 OF HUNTERVILLE ZONING ORDINANCE
TREE SAVE REQUIRED:	HERITAGE TREES 100 % N/A SPECIMEN TREES 30 % 7
TREE SAVE PROVIDED:	HERITAGE TREES 100 % 23 SPECIMEN TREES 30 % 13 *TO BE MITIGATED ON PRELIMINARY PLAN IN ACCORDANCE WITH HUNTERVILLE ZONING ORDINANCE 7.4
DEDICATED TREE SAVE:	REQUIRED: 1.014 AC (10%) PROVIDED: 1.014 AC MIN.
BUFFERS/SCREENING:	PER ARTICLE 7.5 OF HUNTERVILLE ZONING ORDINANCE
BUFFERS REQUIRED/PROVIDED:	20'
SCREENING REQUIRED/PROVIDED:	PER SECTION 7.6 OF HUNTERVILLE ZONING ORDINANCE
IMPERVIOUS CALCULATIONS:	TO BE DETERMINED DURING LAND DEVELOPMENT PERMITTING
TOTAL SITE PROPOSED IMPERVIOUS:	TO BE DETERMINED DURING LAND DEVELOPMENT PERMITTING
IMPERVIOUS PERCENTAGE ALLOWED:	LONG WATERSHED
WATERSHED:	130
MAX. NO. DWELLING UNITS:	12.82 DUA
PROPOSED DENSITY:	
PARKING SUMMARY:	AGE-RESTRICTED: ±92 1 BR UNITS (1.0 SP/UNIT)=92 SP AGE-RESTRICTED: ±31 2 BR UNITS (1.5 SP/UNIT)=47 SP TOTAL REQUIRED: 139 SPACES*
TOTAL PROVIDED:	125 SPACES*
PARKING RATIO:	ELDERLY: 1.02/UNIT
*A REDUCTION OF TOTAL REQUIRED PARKING IS BEING REQUESTED	
SIDE YARD PARKING ALLOWED:	40%*
SIDE YARD PARKING REQUESTED:	
**A MODIFICATION FOR ALLOWED SIDE YARD PARKING IS BEING REQUESTED	

- NOTES:
1. THE PROPOSED APARTMENT BUILDING WILL BE DEVELOPED AS HOUSING INTENDED AND OPERATED FOR OCCUPANCY BY PERSONS AGED 55 AND OLDER.
 2. PROPOSED DENSITY = PROPOSED NO. DWELLING UNITS EXISTING SITE AREA



Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

MOSAIC DEVELOPMENT GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES FORD SENIOR HOUSING

9102 BEATTIES FORD RD
HUNTERVILLE NC 28078

REZONING PLAN

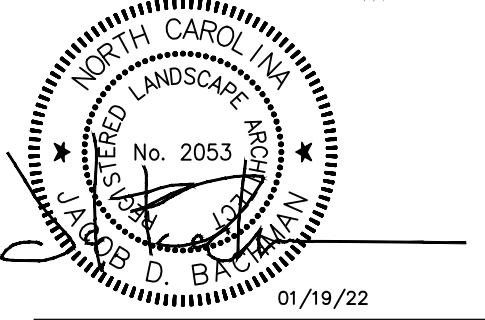
Project No.
32674.21

Issued
10/29/21

PRELIMINARY NOT FOR CONSTRUCTION

Revised

12/10/21 - REZONING AMENDMENT
01/19/22 - REZONING AMENDMENT



01/19/22

SCALE: 1"=40'
0 20' 40' 80'

RZ-1.0



1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

© BOLTON & MENK SOUTHEAST LLC. 2022

REZONING NOTES

9102 BEATTIES FORD SENIOR HOUSING
AGE RESTRICTED-ELDERLY

1. REZONING PETITION. THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS (DEVELOPMENT STANDARDS) ASSOCIATED WITH THE REZONING PETITION (THE REZONING PETITION) FILED BY MOSAIC DEVELOPMENT GROUP ("PETITIONER") ON NOVEMBER 1, 2021 (THE FILING DATE) AS REZONING PETITION R-21-16 & SKETCH PLAN (THE REZONING PLAN) FOR THAT APPROXIMATELY 3.8 ACRE TRACT OF LAND IDENTIFIED ON THIS SITE PLAN AS 9102 BEATTIES FORD SENIOR HOUSING (THE PROJECT) IN CONNECTION TAX PARCEL NUMBER 01526437 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO CONVERT THE ZONING CLASSIFICATION OF THE PROPERTY FROM THE RURAL ZONING DISTRICT TO NEIGHBORHOOD RESIDENTIAL CONDITIONAL DISTRICT NR(CD) 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 A MORE STRINGENT STANDARD(S), OR UNLESS OTHERWISE 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 CONFIGURATION, PLACEMENT, AND SIZE OF THE BUILDINGS AND PROPOSED IMPROVEMENTS, INCLUDING PARKING AREAS, DRIVEWAYS, COMMON AREAS AND STORM PONDS, SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE AND EXACT LOCATIONS, ARCHITECTURE, SIZE, NUMBER OR QUANTITY AND CONFIGURATIONS BUILDINGS AND IMPROVEMENTS MAY BE MODIFIED DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT SO LONG AS SUCH MODIFICATION IS COMPATIBLE WITH THE APPROXIMATE LAYOUT AND LOCATION OF LOTS AND IMPROVEMENTS SHOWN ON THE REZONING PLAN. THE EXACT ALIGNMENTS OF THE INTERNAL DRIVES AND INTERNAL PUBLIC STREETS 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. MAJOR AMENDMENTS ARE DETERMINED BY STAFF FOR ALL CD REZONING AND SKETCH PLANS.

4. PHASING. THE DEVELOPMENT OF THE PROPERTY AS GENERALLY DEPICTED ON THE REZONING PLAN MAY BE PHASED, AS DETERMINED DURING THE COURSE OF CONSTRUCTION, ANY PROPOSED PHASING MUST ALIGN WITH REQUIRED INFRASTRUCTURE AND STORMWATER IMPROVEMENTS PROVIDED; HOWEVER, EACH PHASE OR SEQUENCE OF IMPROVEMENTS IN THE PROJECT WILL MEET ALL ORDINANCE REQUIREMENTS, UTILITIES, INFRASTRUCTURE, AND GRADING SHALL BE DELIVERED TO EACH INDIVIDUAL PHASE AS EACH IS DEVELOPED.

5. VESTED RIGHTS. THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS, DUE TO THE SIZE OF THE PROJECT, PHASING, AND LEVEL OF INVESTMENT. APPROVAL OF THIS CONDITIONAL REZONING SHALL CONSTITUTE ESTABLISHMENT OF VESTED RIGHTS IN THE LANDOWNER (AND ITS SUCCESSORS OR ASSIGNS) FOR A PERIOD OF FIVE YEARS AS PERMITTED BY N.C. GEN. STAT. § 160D-108.

6. PERMITTED USES. THE PROPERTY MAY BE DEVELOPED FOR ANY USES (INCLUDING ACCESSORY USES) SHOWN ON THE REZONING PLAN, SUBJECT TO THE DEVELOPMENT STANDARDS ASSOCIATED WITH SUCH USES. ANY LABELING ON THE REZONING PLAN MAY BE AN INDICATION OF THE CURRENT INTENTION ON THE PART OF PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT NOTES.

7. ACCESS. THE NUMBER OF SITE ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO ROADS ARE SCHEMATIC IN NATURE, TO THE EXTENT PERMITTED BY APPLICABLE DRIVEWAY PERMIT REQUIREMENTS. FUTURE DRIVEWAYS, ACCESS POINTS AND ROAD CONNECTIONS MAY CROSS THE SETBACK AND SHALL NOT REQUIRE A REZONING OF THE PROPERTY BUT SHALL OTHERWISE COMPLY WITH APPLICABLE DRIVEWAY PERMIT REQUIREMENTS.

8. STREET IMPROVEMENTS. PETITIONER SHALL BE REQUIRED TO INSTALL SIDEWALKS-STREET TREES, PLANTING STRIPS, BI-CYCLE 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/CDOT TIA, OR DRIVEWAY PERMIT REQUIREMENTS.

9. LANDSCAPING/BUFFERS. DEVELOPMENT OF THE PROPERTY SHALL COMPLY WITH THE LANDSCAPING AND BUFFER REQUIREMENTS OF THE ORDINANCE.

10. AMENDMENT. FUTURE AMENDMENTS TO THE REZONING PLAN AND/OR THESE DEVELOPMENT STANDARDS MAY BE APPLIED FOR BY THE THEN OWNER OF 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 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 PLAN WHEN RECORDED.

11. 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.

12. 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 HEIR, DEVISEE, 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.

REQUESTED MODIFICATIONS TO STANDARDS

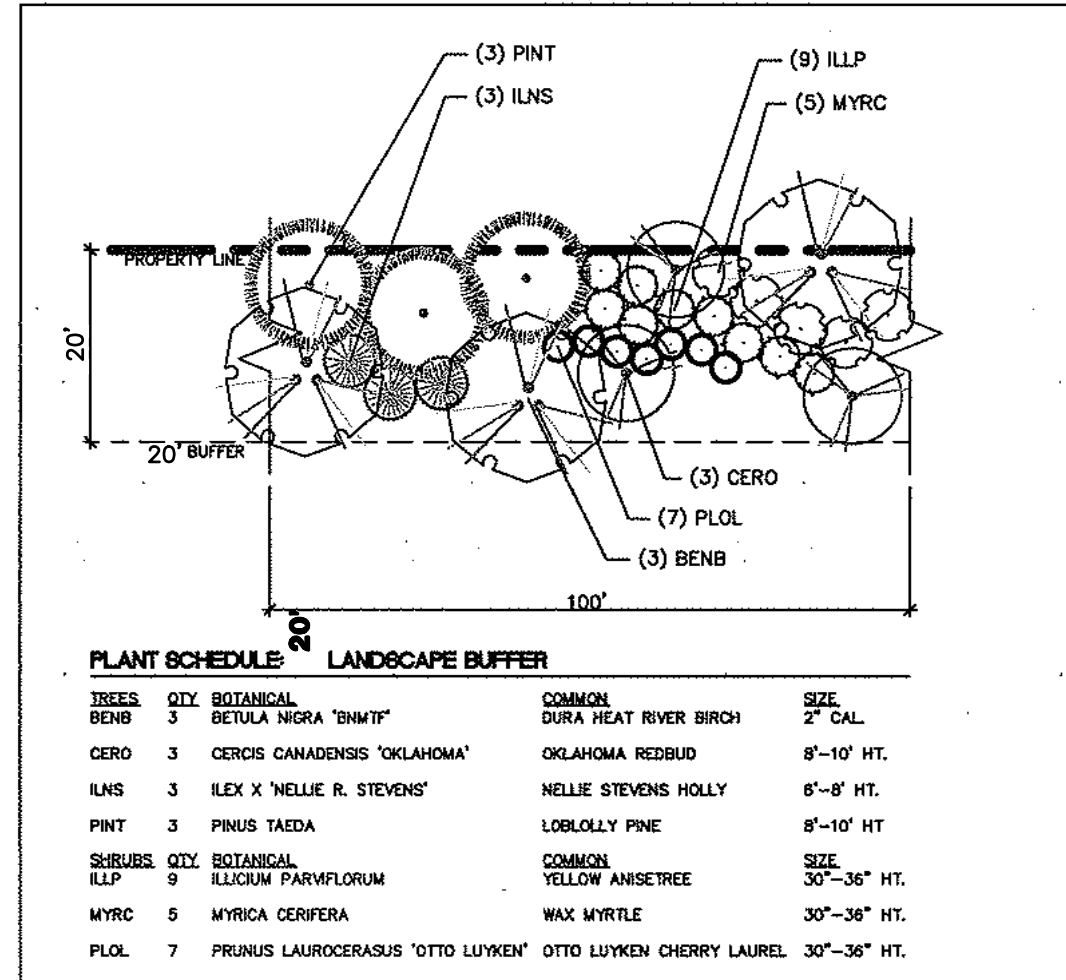
PURSUANT TO SECTION 11.4.7(K) OF THE ORDINANCE, THE STANDARDS OF THE ORDINANCE ARE MODIFIED TO PERMIT THE FOLLOWING:

MODIFICATION FROM ARTICLE 6, OFF STREET PARK PARKING: 1 SPACE PER UNIT FOR UNITS WITH 2 BEDROOMS. THE ORDINANCE REQUIREMENT IS 1 SPACE PER BEDROOM. DWELLING UNITS WITH MORE THAN ONE BEDROOM ARE REQUIRED TO HAVE 1.5 SPACES. THIS MODIFICATION WILL BE EXCLUSIVELY FOR THE PARKING FOR SENIOR (55+) APARTMENTS.

MODIFICATION FROM ARTICLE 4 APARTMENT BUILDING TYPE WHICH REQUIRES PARKING TO BE LOCATED TO THE REAR OF THE BUILDING. THE PARKING WILL BE SCREENED SO AS TO MINIMIZE THE VIEW OF PARKING FROM THE ADJACENT STREET.

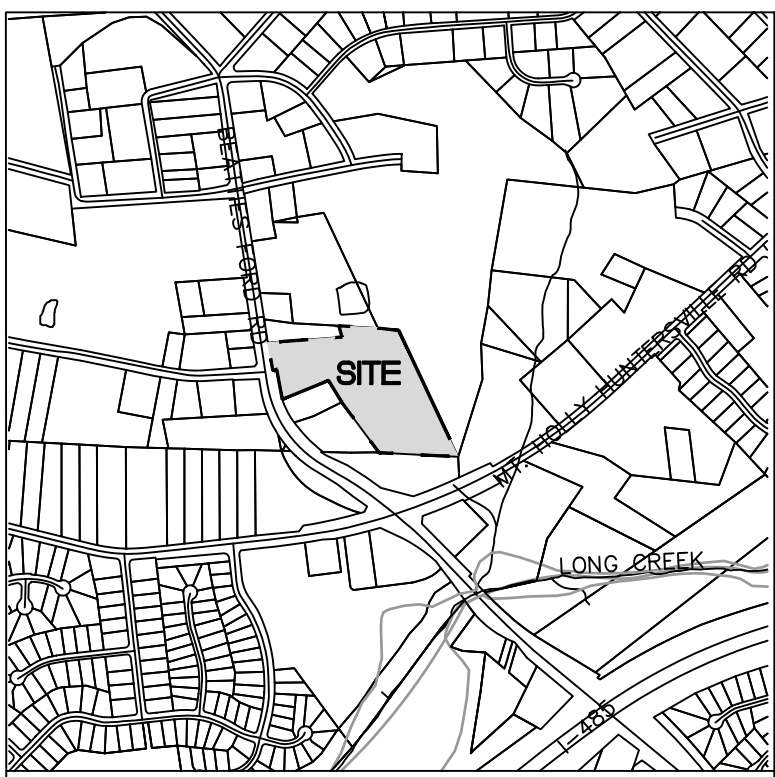
PARCEL LEGEND

PARCEL #	PARCEL ID.	PARCEL OWNER	MAILING ADDRESS	ZONING
①	02306306	CATHERINE W BULLA	9101 BEATTIES FORD RD HUNTERSVILLE NC 28078	R
②	02306220	JEFFREY S BARNETTE	1900 OLD BRIER LN CHARLOTTE NC 28216	R
③	01526436	JEFFREY S BARNETTE	1900 OLD BRIER LN CHARLOTTE NC 28216	R
④	02306219	MARGIE P BARNETTE	9003 BEATTIES FORD RD HUNTERSVILLE NC 28078	R
⑤	01526435	ROBERT P HOUSTON	9000 BEATTIES FORD RD HUNTERSVILLE NC 28078	(HC)(CD)
⑥	02306255	RUSHER OIL CO	PO BOX 1483 SALISBURY NC 28145	(HC)(CD)
⑦	01526434	TA & S ENTERPRISES OF NC INC	7801 BRIDLE CT CHARLOTTE NC 28216	(HC)(CD)
⑧	01526433	CONRAD DEWEY JR PUCKETT	8411 MT HOLLY HUNTERSVILLE RD HUNTERSVILLE NC 28078	R
⑨	01526443	CARVER BOWMAN LLC	13815 CINNABAR PL HUNTERSVILLE NC 28078	(NR)(CD)
⑩	01526440	LONG CREEK ENTERPRISES, INC	PO BOX 2873 HUNTERSVILLE NC 28070	(SP)(CD)
⑪	01526438	SAMUEL M WILSON	PO BOX 2873 HUNTERSVILLE NC 28070	(SP)(CD)
⑫	02306307	NANCY P THOMPSON	8104 CHRISTMAS CT CHARLOTTE NC 28216	R
⑬	01526437	MARVIN AND MAKEEBY CATHEY	PO BOX 2367 HUNTERSVILLE NC 28070	R



TYPICAL BUFFER PLANTING

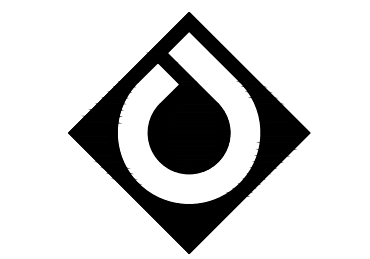
SCALE 1"=30'



VICINITY MAP

SURVEY DISCLAIMER

TOPOGRAPHIC / BOUNDARY SURVEY, PROVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., 333 BALDWIN ROAD, WITTSBURG, PA 15320, PHONE: 412-429-3242, FAX: 412-429-2114



ColeJenest & Stone

Shaping the Environment
Realizing the Possibilities

Land Planning
+
Landscape Architecture
+
Civil Engineering
+
Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p 704 376 1555 f 704 376 7851
url: www.colejeneststone.com

MOSAIC DEVELOPMENT GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES FORD SENIOR HOUSING

9102 BEATTIES FORD RD
HUNTERSVILLE NC 28078

REZONING TECHNICAL DATA PLAN

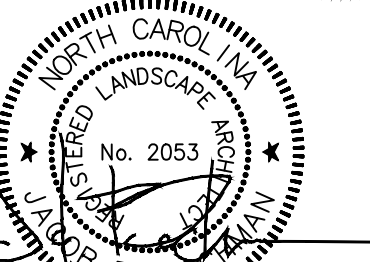
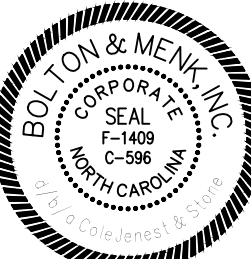
Project No.
32674.21

Issued
10/29/21

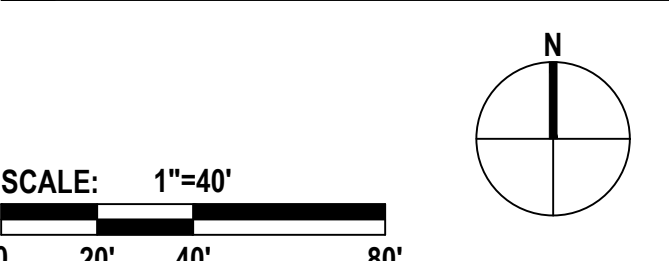
PRELIMINARY NOT FOR CONSTRUCTION

Revised

12/10/21 - REZONING AMENDMENT
01/19/22 - REZONING AMENDMENT



01/19/22

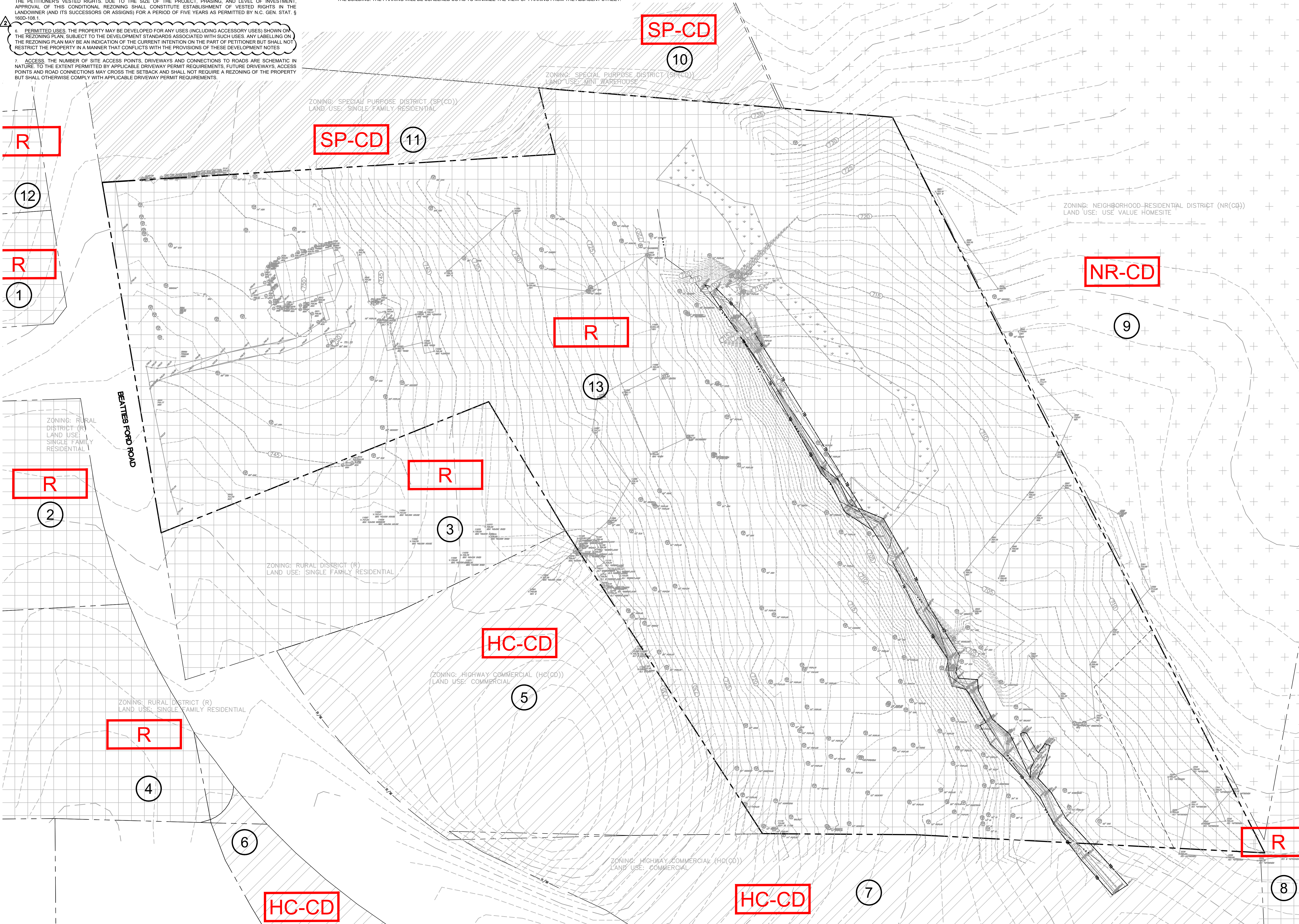


SCALE: 1"=40'
0 20' 40' 80'

RZ-2.0

THE DRAWINGS, THE PROJECT MANUAL AND THE DESIGN SHOWN THEREON ARE INSTRUMENTS OF BOLTON & MENK SOUTHEAST LLC. THE REPRODUCTION OR UNAUTHORIZED USE OF THE DOCUMENTS WITHOUT CONSENT OF BOLTON & MENK SOUTHEAST LLC IS PROHIBITED.

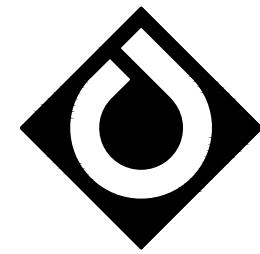
© BOLTON & MENK SOUTHEAST LLC. 2022





VICINITY MAP N.T.S.

SURVEY DISCLAIMER
TOPOGRAPHIC/ BOUNDARY SURVEY, PROVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., 333 BALDWIN ROAD, PITTSBURGH, PA 15205; PHONE: 412-429-5324; FAX: 412-429-2114



**ColeJenest
& Stone**

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

MOSAIC DEVELOPMENT GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES FORD SENIOR HOUSING

9102 BEATTIES FORD RD
HUNTERVILLE NC 28078

PRELIMINARY GRADING AND STORMWATER PLAN

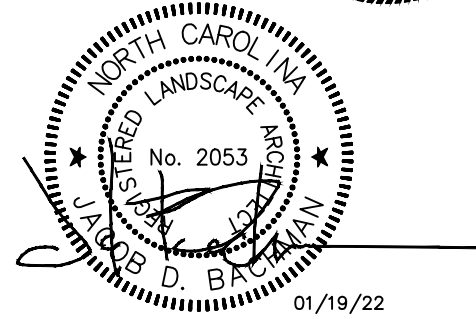
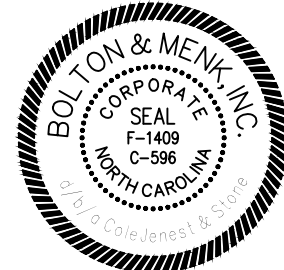
Project No.
32674.21

Issued
10/29/21

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Revised

12/10/21 - REZONING AMENDMENT
01/19/22 - REZONING AMENDMENT



SCALE: 1"=40'

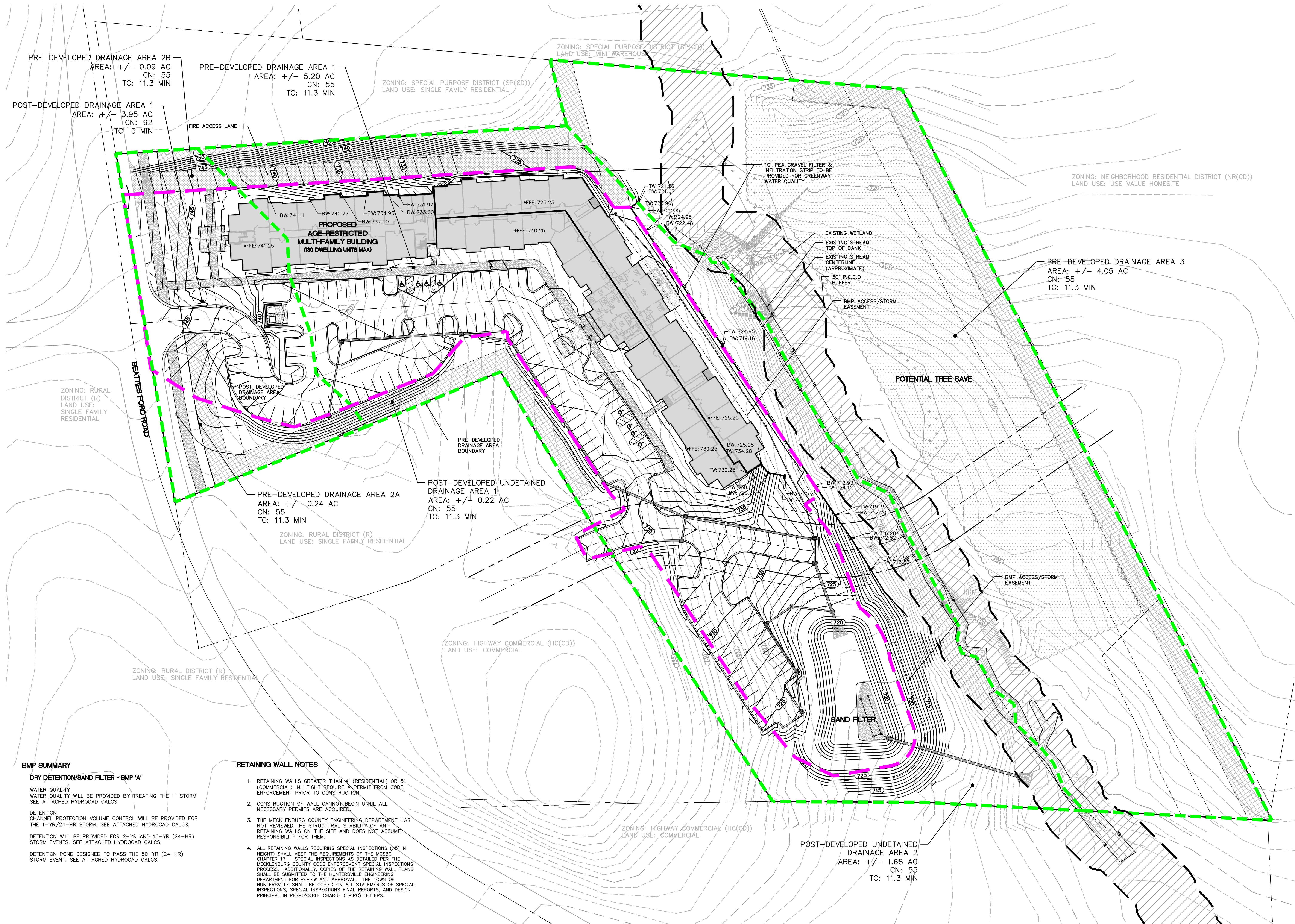
0 20' 40' 80'

RZ-3.0



- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

© BOLTON & MENK SOUTHEAST LLC, 2022



BMP SUMMARY

DRY DETENTION/SAND FILTER - BMP 'A'

WATER QUALITY:
WATER QUALITY WILL BE PROVIDED BY TREATING THE 1" STORM.
SEE ATTACHED HYDROCAD CALCULATIONS.

DETENTION:
CHANNEL PROTECTION VOLUME CONTROL WILL BE PROVIDED FOR
THE 1-YR/24-HR STORM. SEE ATTACHED HYDROCAD CALCULATIONS.

DETENTION WILL BE PROVIDED FOR 2-YR AND 10-YR (24-HR)
STORM EVENTS. SEE ATTACHED HYDROCAD CALCULATIONS.

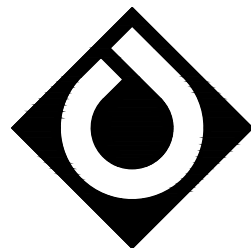
DETENTION POND DESIGNED TO PASS THE 50-YR (24-HR)
STORM EVENT. SEE ATTACHED HYDROCAD CALCULATIONS.

RETAINING WALL NOTES

- RETAINING WALLS GREATER THAN 4' (RESIDENTIAL) OR 5' (COMMERCIAL) IN HEIGHT REQUIRE A PERMIT FROM CODE ENFORCEMENT PRIOR TO CONSTRUCTION.
- CONSTRUCTION OF WALL CANNOT BEGIN UNTIL ALL NECESSARY PERMITS ARE ACQUIRED.
- THE MECKLENBURG COUNTY ENGINEERING DEPARTMENT HAS NOT REVIEWED THE STRUCTURAL STABILITY OF ANY RETAINING WALLS ON THE SITE AND DOES NOT ASSUME RESPONSIBILITY FOR THEM.
- ALL RETAINING WALLS REQUIRING SPECIAL INSPECTIONS (6' IN HEIGHT) SHALL MEET THE REQUIREMENTS OF THE MCDSC CHAPTER 17 - SPECIAL INSPECTIONS AS DETAILED PER THE MECKLENBURG COUNTY CODE ENFORCEMENT SPECIAL INSPECTIONS PROCESS. ADDITIONALLY, COPIES OF THE RETAINING WALL PLANS SHALL BE SUBMITTED TO THE HUNTERVILLE ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL. THE TOWN OF HUNTERVILLE SHALL BE COPIED ON ALL STATEMENTS OF SPECIAL INSPECTIONS, SPECIAL INSPECTIONS FINAL REPORTS, AND DESIGN PRINCIPAL IN RESPONSIBLE CHARGE (DPRC) LETTERS.



SURVEY DISCLAIMER
TOPOGRAPHIC/ BOUNDARY SURVEY, PROVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., 335 BALDWIN ROAD, PITTSBURGH, PA 15205; PHONE: 412-429-2324; FAX: 412-429-2114



ColeJenest & Stone

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

MOSAIC DEVELOPMENT GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES FORD SENIOR HOUSING

9102 BEATTIES FORD RD
HUNTERVILLE NC 28078

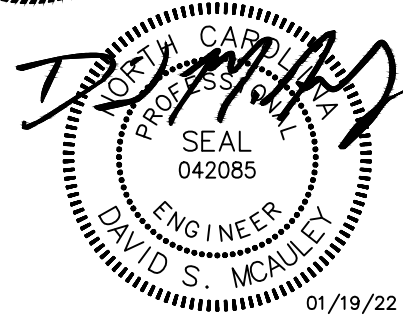
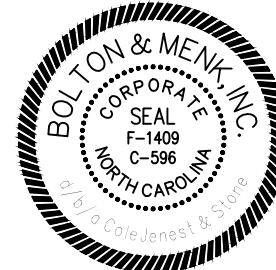
UTILITY PLAN

Project No.
32674.21

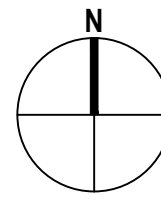
Issued
10/29/21

PRELIMINARY
NOT FOR
CONSTRUCTION

Revised



SCALE: 1"=40'
0 20' 40' 80'



RZ-4.0



- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

© BOLTON & MENK SOUTHEAST LLC. 2022

TREE PRESERVATION:

NR DISTRICT TREE PRESERVATION:
REQUIRED TREE CANOPY: 10% OF TOTAL SITE AREA (EXISTING AND PLANTED)
REQUIRED HERITAGE TREES: 100%
REQUIRED SPECIMEN TREES: 10%

PROVIDED TREE CANOPY: 10% OF TOTAL SITE AREA
PROVIDED HERITAGE TREES: NONE ON SITE
PROVIDED SPECIMEN TREES: 52%

EXISTING TREE CANOPY: ±6.37 AC (64% OF SITE)
PROPOSED TREE CANOPY: ±3.15 AC (32% OF SITE)

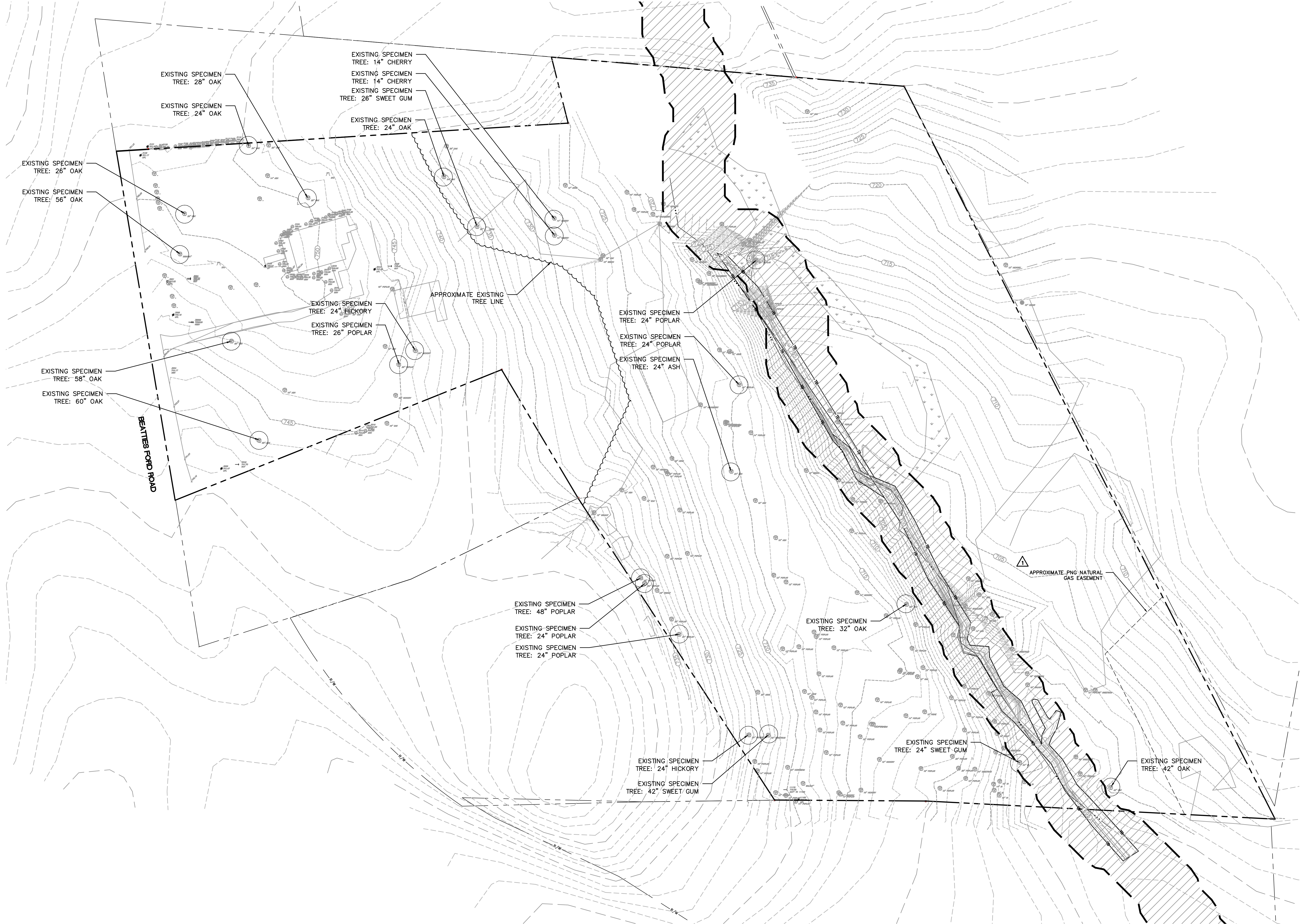
TREE PROTECTION:

APPLICABILITY:
A TREE AND ROOT PRESERVATION PLAN DELINEATING AREAS OF TREE SAVE SHALL BE INCORPORATED AS PART OF THE LANDSCAPING, GRADING, AND EROSION CONTROL PLANS. THE FOLLOWING MEASURES SHALL BE FOLLOWED TO PROTECT EXISTING TREES ON A DEVELOPING SITE PRIOR TO DEMOLITION, CLEARING, CONSTRUCTION, GRADING, AND INSTALLATION OF EROSION CONTROL MEASURES; TREE PROTECTIVE BARRIERS MUST BE INSTALLED AROUND ALL TREE SAVE AREAS BY THE DEVELOPER AND APPROVED BY THE TOWN.
- THE TREE PROTECTION FENCE SHALL BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA (DRIP LINE PLUS 5 FEET). TREE PROTECTION FENCING FOR A FOREST CANOPY STANDS AREA IS TO BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA AROUND THE FOREST EDGE. TREE PROTECTION FENCING SHALL CONSIST OF ORANGE SAFETY FENCING OR A COMBINATION OF ORANGE SAFETY FENCING WITH SILT FENCING AT A MINIMUM OF 4 FEET IN HEIGHT ON METAL OR WOOD POSTS.
- ALL TREE PROTECTION AREAS MUST BE DESIGNATED AS SUCH WITH "TREE SAVE AREA SIGNS" POSTED IN ADDITION TO THE REQUIRED PROTECTIVE FENCING. SIGNS REQUESTING SUBCONTRACTOR COOPERATION AND COMPLIANCE WITH TREE PROTECTION STANDARDS ARE RECOMMENDED FOR SITE ENTRANCES.
- NO SOIL DISTURBANCE OR COMPACTION, STOCK PILING OF SOIL OR OTHER CONSTRUCTION MATERIAL, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT AND MATERIALS ARE ALLOWED WITHIN THE TREE SAVE AREA.
- NO POLES, SIGNS, WIRES, UNPROTECTED ELECTRICAL INSTALLATION OR OTHER DEVICE OR MATERIAL, SHALL BE SECURED OR FASTENED AROUND OR THROUGH A TREE OR SHRUB.
- ALL PROTECTIVE MEASURES SHALL BE MAINTAINED THROUGHOUT THE LAND DISTURBING AND CONSTRUCTION PROCESS, AND SHALL NOT BE REMOVED UNTIL FINAL LANDSCAPING IS INSTALLED.

SPECIMEN TREE PRESERVATION

SPECIES	SIZE	SAVED
ASH	24"	N
CHERRY	14"	N
CHERRY	14"	N
HICKORY	24"	N
HICKORY	24"	Y
OAK	60"	Y
OAK	58"	N
OAK	26"	Y
OAK	28"	N
OAK	24"	Y
OAK	24"	N
OAK	32"	Y
OAK	42"	Y
POPLAR	24"	N
POPLAR	24"	Y
POPLAR	24"	Y
POPLAR	24"	Y
POPLAR	26"	N
POPLAR	48"	Y
SWEET GUM	24"	Y
SWEET GUM	42"	Y
SWEET GUM	26"	N

TOTAL EXISTING SPECIMEN TREES: 25 TREES
TOTAL PROVIDED SPECIMEN TREES: 13 TREES (52%)



SURVEY DISCLAIMER

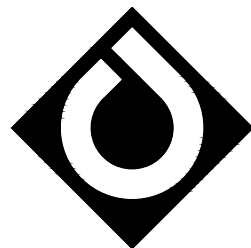
TOPOGRAPHIC/ BOUNDARY SURVEY, PROVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. 333 BALDWIN ROAD, PITTSBURGH, PA 15206; PHONE: 412-429-5324; FAX: 412-429-2114

LEGEND

SYMBOL	
	EXISTING TREES
	EXISTING SPECIMEN TREES*
	EXISTING TREELINE
	EXISTING OVERHEAD UTILITY POLE
	EXISTING LIGHT POLE

NOTE:

1. *SPECIMEN TREES ARE DEFINED PER THE TOWN OF HUNTERSVILLE ORDINANCE: LARGE MATURING HARD/SOFTWOODS WITH A DIAMETER BREST HEIGHT OF 24" OR GREATER. SMALL MATURING HARD/SOFTWOODS WITH A DIAMETER BREST HEIGHT OF 12" OR GREATER.



**ColeJenest
& Stone**

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

**MOSAIC
DEVELOPMENT
GROUP**

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

**9102 BEATTIES
FORD SENIOR
HOUSING**

9102 BEATTIES FORD RD
HUNTERSVILLE NC 28078

**TREE
PRESERVATION
AND EXISTING
CONDITIONS PLAN**

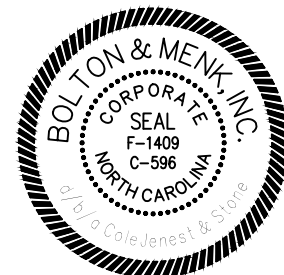
Project No.
32674.21

Issued
10/29/21

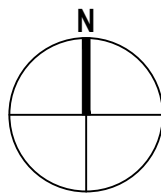
**PRELIMINARY
NOT FOR
CONSTRUCTION**

Revised

12/10/21 - REZONING AMENDMENT
 01/19/22 - REZONING AMENDMENT



SCALE: 1"=40'
0 20' 40' 80'



RZ-5.0



- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

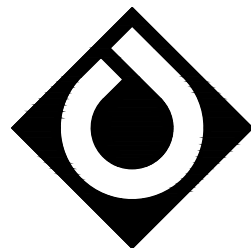
THE DRAWINGS, THE PROJECT MANUAL AND THE DESIGN SHOWN THEREON ARE INSTRUMENTS OF BOLTON & MENK SOUTHEAST LLC. THE REPRODUCTION OR UNAUTHORIZED USE OF THE DOCUMENTS WITHOUT CONSENT OF BOLTON & MENK SOUTHEAST LLC IS PROHIBITED.

© BOLTON & MENK SOUTHEAST LLC. 2022



VICINITY MAP N.T.S.

SURVEY DISCLAIMER
TOPOGRAPHIC/ BOUNDARY SURVEY, PROVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., 335 BALDWIN ROAD, PITTSBURGH, PA 15206; PHONE: 412-429-5324; FAX: 412-429-2114



**ColeJenest
& Stone**

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

MOSAIC DEVELOPMENT GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES FORD SENIOR HOUSING

9102 BEATTIES FORD RD
HUNTERSVILLE NC 28078

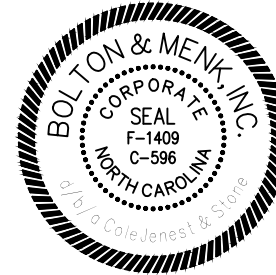
EXISTING BUFFERS AND ZONES PLAN

Project No.
32674.21

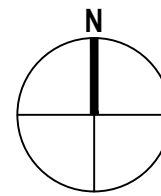
Issued
10/29/21

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Revised



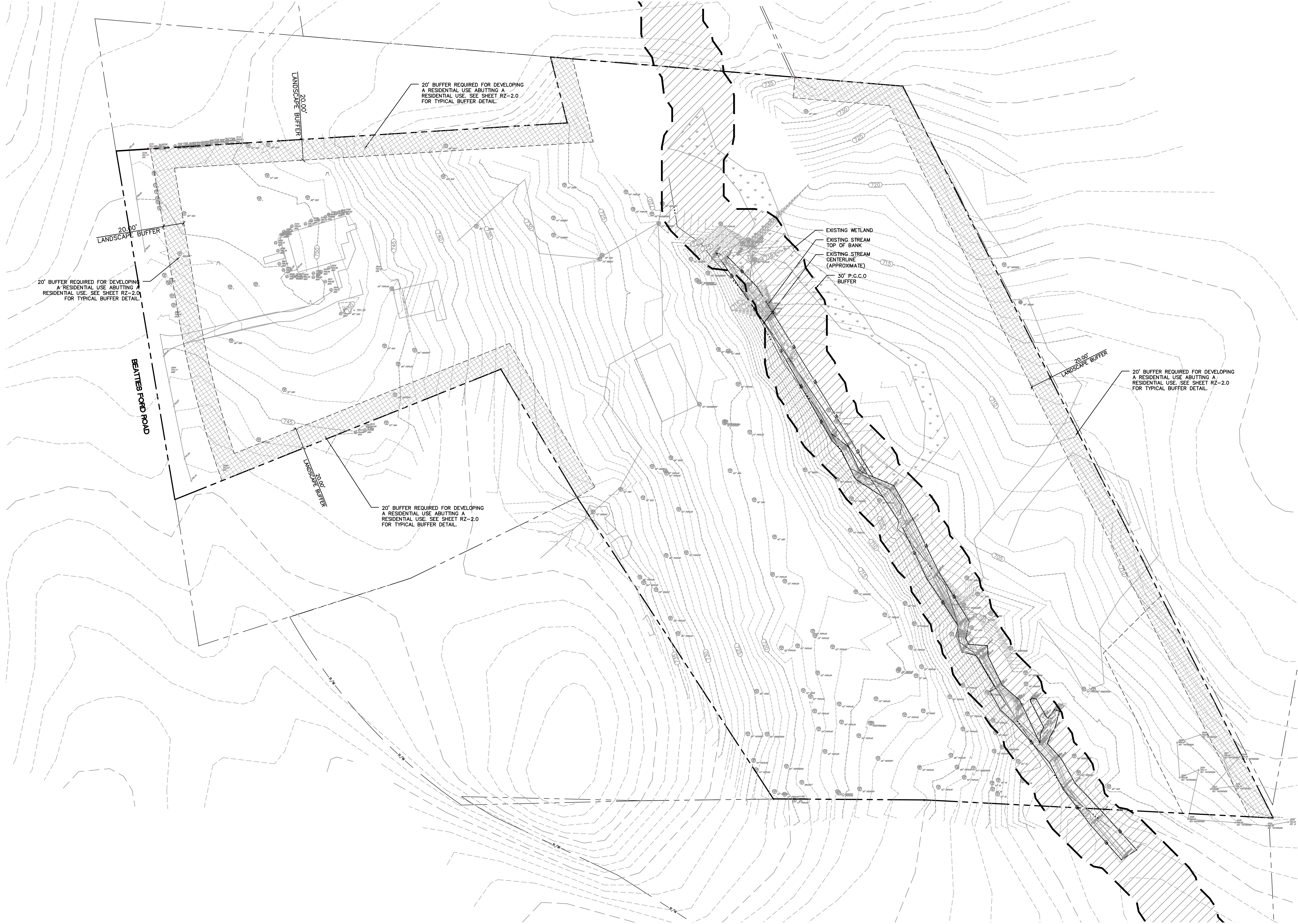
SCALE: 1"=40'
0 20' 40' 80'



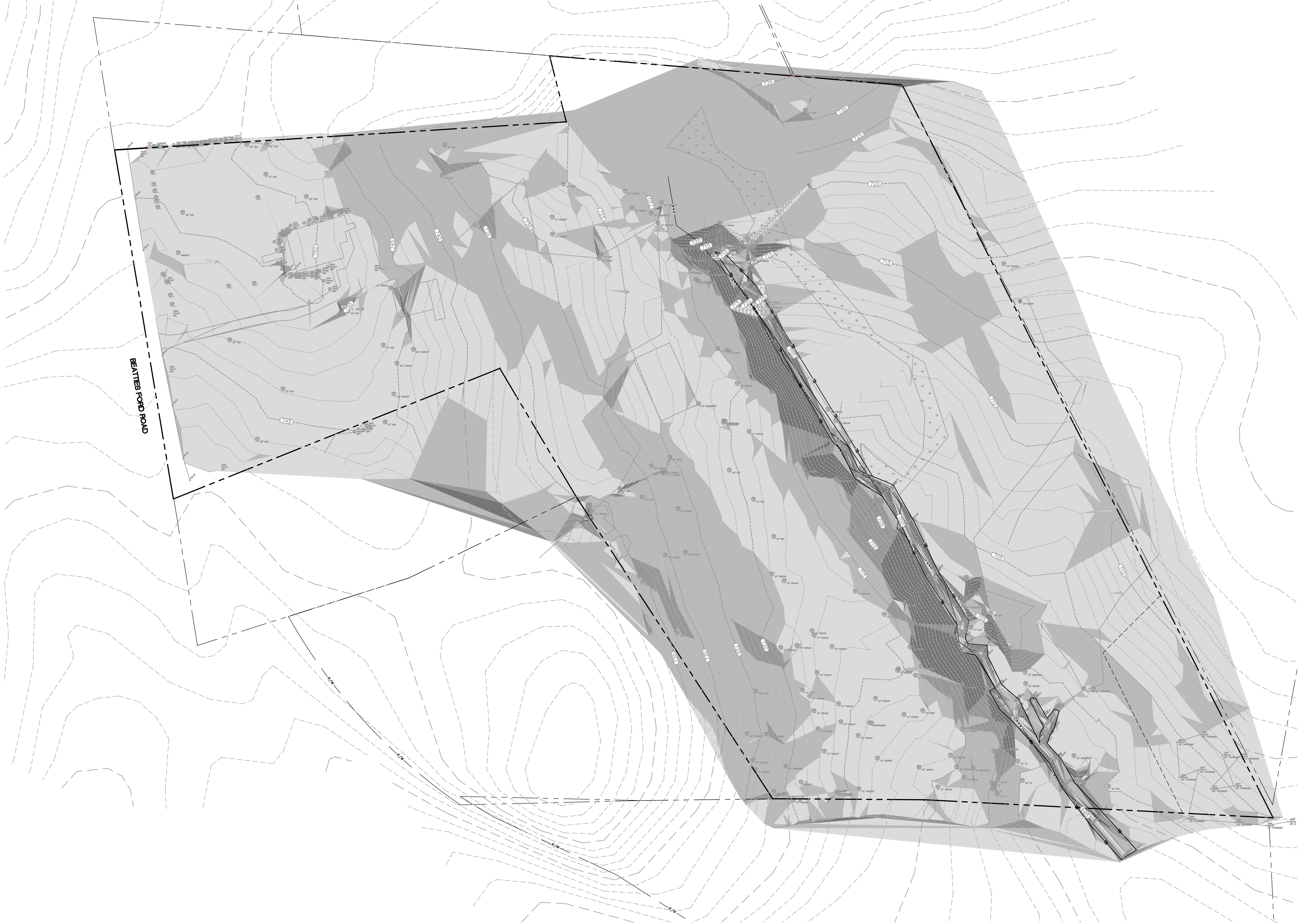
RZ-6.0

THE DRAWINGS, THE PROJECT MANUAL AND THE DESIGN SHOWN THEREON ARE INSTRUMENTS OF BOLTON & MENK SOUTHEAST LLC. THE REPRODUCTION OR UNAUTHORIZED USE OF THE DOCUMENTS WITHOUT CONSENT OF BOLTON & MENK SOUTHEAST LLC IS PROHIBITED.

© BOLTON & MENK SOUTHEAST LLC. 2022



1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.



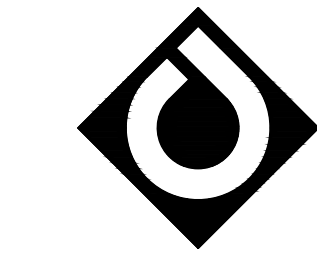
VICINITY MAP N.T.S.

SURVEY DISCLAIMER
TOPOGRAPHIC/ BOUNDARY SURVEY, PROVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., 335 BALDWIN ROAD, PITTSBURGH, PA 15205; PHONE: 412-429-2324; FAX: 412-429-2114

SLOPE RANGES			
NUMBER	RANGE	COLOR	AREA
1	0% - 10%		7.25
2	10% - 20%		3.88
3	20% - 30%		0.36
4	30% - 100%		0.49



1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.



**ColeJenest
& Stone**

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

**MOSAIC
DEVELOPMENT
GROUP**

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

**9102 BEATTIES
FORD SENIOR
HOUSING**

9102 BEATTIES FORD RD
HUNTERSVILLE NC 28078

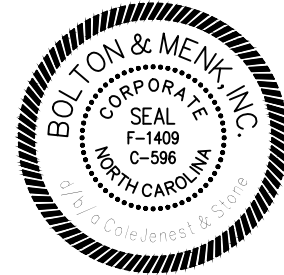
**SLOPE ANALYSIS
PLAN**

Project No.
32674.21

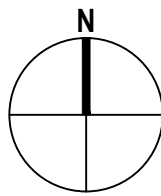
Issued
10/29/21

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Revised



SCALE: 1"=40'
0 20' 40' 80'



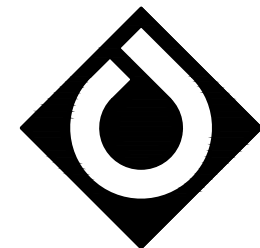
RZ-7.0

THE DRAWINGS, THE PROJECT MANUAL AND THE DESIGN SHOWN THEREON ARE INSTRUMENTS OF BOLTON & MENK SOUTHEAST LLC. THE REPRODUCTION OR UNAUTHORIZED USE OF THE DOCUMENTS WITHOUT CONSENT OF BOLTON & MENK SOUTHEAST LLC IS PROHIBITED.

© BOLTON & MENK SOUTHEAST LLC. 2022



SURVEY DISCLAIMER
TOPOGRAPHIC/ BOUNDARY SURVEY, PROVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., 335 BALDWIN ROAD, PITTSBURGH, PA 15205; PHONE: 412-429-2324; FAX: 412-429-2114



**ColeJenest
& Stone**

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

MOSAIC DEVELOPMENT GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES FORD SENIOR HOUSING

9102 BEATTIES FORD RD
HUNTERSVILLE NC 28078

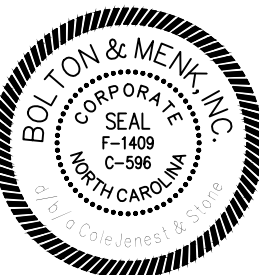
EXISTING HYDROLOGY PLAN

Project No.
32674.21

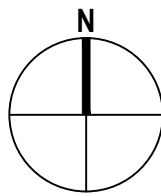
Issued
10/29/21

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Revised



SCALE: 1"=40'
0 20' 40' 80'



RZ-8.0

THE DRAWINGS, THE PROJECT MANUAL AND THE DESIGN SHOWN THEREON ARE INSTRUMENTS OF BOLTON & MENK SOUTHEAST LLC. THE REPRODUCTION OR UNAUTHORIZED USE OF THE DOCUMENTS WITHOUT CONSENT OF BOLTON & MENK SOUTHEAST LLC IS PROHIBITED.

© BOLTON & MENK SOUTHEAST LLC. 2022



1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.



VICINITY MAP

N.T.S.

SURVEY DISCLAIMER
TOPOGRAPHIC/ BOUNDARY SURVEY, PROVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., 333 BALDWIN ROAD, PITTSBURGH, PA 15205; PHONE: 412-429-2324; FAX: 412-429-2114

LEGEND

	HYDROLIC SOILS GROUP 'B'
	HYDROLIC SOILS GROUP 'C'

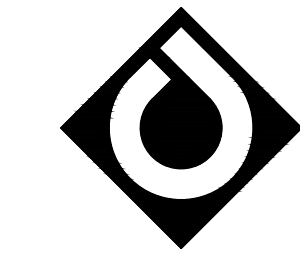
DESCRIPTIONS

CeB2 - CEOL SANDY CLAY LOAM, 2 TO 8% SLOPES, MODERATELY ERODED (C)
EnD - ENON SANDY LOAM, 8 TO 15% SLOPES (A)
MO - MONACAN LOAM, 0 TO 2% SLOPES, FREQUENTLY FLOODED (B)
PaE - PACOLET SANDY LOAM, 15 TO 25 % SLOPES (A)
VaB - VANCE SANDY LOAM, 2 TO 8% SLOPES (A)
SUMMARY:

HYDROLIC SOILS GROUP 'B'	84.1% OF SITE
CeB2 - 43.2%	
MO - 3.1%	
PaE - 37.8%	
HYDROLIC SOILS GROUP 'C'	15.9% OF SITE
EnD - 3.2%	
VaB - 12.7%	



- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.



**ColeJenest
& Stone**

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

MOSAIC DEVELOPMENT GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES FORD SENIOR HOUSING

9102 BEATTIES FORD RD
HUNTERVILLE NC 28078

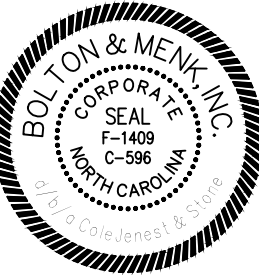
SOIL ANALYSIS PLAN

Project No.
32674.21

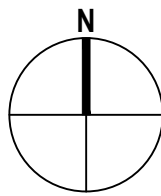
Issued
10/29/21

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Revised



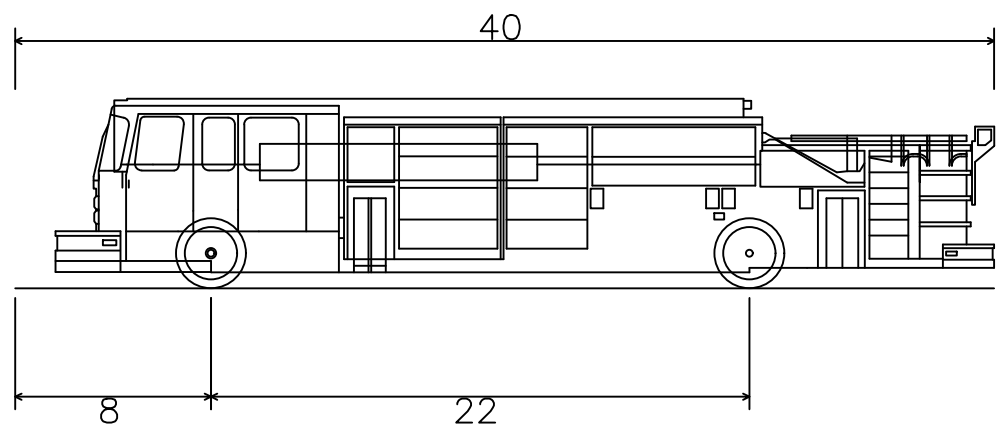
SCALE: 1"=40'
0 20' 40' 80'



RZ-9.0

THE DRAWINGS, THE PROJECT MANUAL AND THE DESIGN SHOWN THEREON ARE INSTRUMENTS OF BOLTON & MENK SOUTHEAST LLC. THE REPRODUCTION OR UNAUTHORIZED USE OF THE DOCUMENTS WITHOUT CONSENT OF BOLTON & MENK SOUTHEAST LLC, IS PROHIBITED.

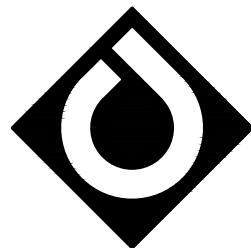
© BOLTON & MENK SOUTHEAST LLC. 2022



Pumper Fire Truck
Overall Length 40.000ft
Overall Width 8.167ft
Overall Body Height 7.745ft
Min Body Ground Clearance 0.656ft
Track Width 8.167ft
Lock-to-lock time 5.00s
Max Wheel Angle 45.00°



SURVEY DISCLAIMER
TOPOGRAPHIC/ BOUNDARY SURVEY, PROVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., 335 BALDWIN ROAD, PITTSBURGH, PA 15205; PHONE: 412-429-2324; FAX: 412-429-2114



ColeJenest & Stone

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

MOSAIC DEVELOPMENT GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES FORD SENIOR HOUSING

9102 BEATTIES FORD RD
HUNTERVILLE NC 28078

EMERGENCY VEHICLE ACCESS PLAN

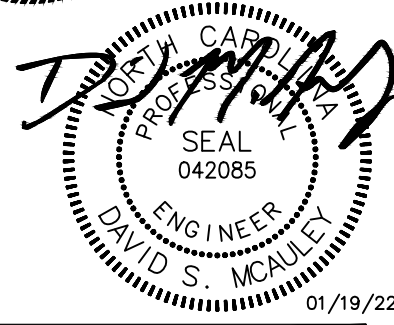
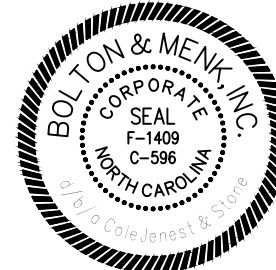
Project No.
32674.21

Issued
10/29/21

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Revised

12/10/21 - REZONING AMENDMENT



SCALE: 1"=40'
0 20' 40' 80'

RZ-10.0

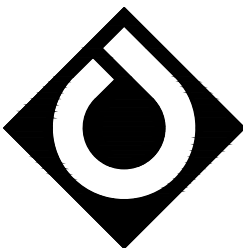


- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

© BOLTON & MENK SOUTHEAST LLC. 2022



SURVEY DISCLAIMER
TOPOGRAPHIC/ BOUNDARY SURVEY, PROVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., 333 BALDWIN ROAD, PITTSBURGH, PA 15206; PHONE: 412-429-2324; FAX: 412-429-2114



**ColeJenest
& Stone**

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

MOSAIC DEVELOPMENT GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES FORD SENIOR HOUSING

9102 BEATTIES FORD RD
HUNTERVILLE NC 28078

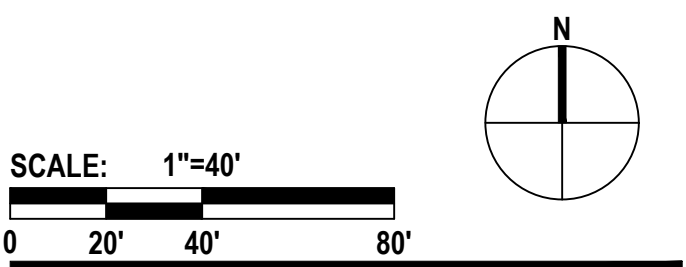
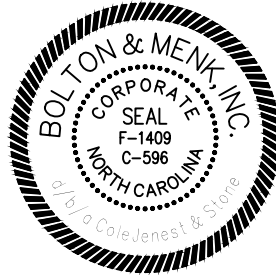
ILLUSTRATIVE RENDERING

Project No.
32674.21

Issued
10/29/21

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Revised



RZ-11.0



1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

THE DRAWINGS, THE PROJECT MANUAL AND THE DESIGN SHOWN THEREON ARE INSTRUMENTS OF BOLTON & MENK SOUTHEAST LLC. THE REPRODUCTION OR UNAUTHORIZED USE OF THE DOCUMENTS WITHOUT CONSENT OF BOLTON & MENK SOUTHEAST LLC IS PROHIBITED.

© BOLTON & MENK SOUTHEAST LLC. 2022



ELEVATION KEY NOTES

- 1 FIBERGLASS REINFORCED ARCHITECTURAL ANTI-FUNGAL ASPHALT SHINGLES, 30-YEAR WARRANTY
- 2 PREFIN SEAMLESS METAL GUTTER OR DOWNSPOUT, TYP. - REFER TO ROOF PLAN FOR LOGS
- 3 VINYL WINDOW(S) - SEE SCHEDULE
- 4 SCHEDULED DOOR / FRAME - SEE A3.1
- 5 BRICK VENEER, RUNNING BOND PATTERN
- 6 BRICK SOLDIER COURSE / STACKED BOND ACCENT BAND
- 7 BRICK VENEER ROWLOCK SILL, SLOPED TO DRAIN
- 8 BRICK PEDESTAL / PIER
- 9 SOLID CEMENTITIOUS LAP SIDING, 8" EXPOSURE
- 10 SOLID CEMENTITIOUS LAP SIDING, 5" EXPOSURE
- 11 SOLID CEMENTITIOUS PANEL WITH CEMENTITIOUS TRIM
- 12 CEMENTITIOUS TRIM, TYP. AT CORNER BOARDS, WINDOW AND DOOR, TYP.
- 13 FIBER CEMENT COL. / BEAM WRAP WITH 4" TRIM ON SOLID PANELS
- 14 PREFINISHED VINYL GUARDRAIL SYSTEM, 42" HIGH, TYP. AT ALL BALCONIES
- 15 MASONRY CONTROL JOINT, TYP.
- 16 VINYL DECORATIVE BRACKET
- 17 ALUMINUM STOREFRONT WINDOW SYSTEM
- 18 EXTERIOR ACCENT LIGHT
- 19 LINE OF BUILDING IN FRONT / BEYOND
- 20 STANDING SEAM METAL ROOF WITH CONT. UNDERLAYMENT
- 21 ROOFTOP MECHANICAL SCREEN WITH CEMENTITIOUS SIDING AND PREFINISHED FLASHING
- 22 LINE OF ADJACENT GRADE

LEGEND

ELEVATION KEY PLAN

119 E. Franklin St., Suite 300
Chapel Hill, NC 27514
Tel. 919.967.0158
Fax 919.967.0159
www.tisekiester.com

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

MOSAIC DEVELOPMENT GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES FORD SENIOR HOUSING

Huntersville, NC

9102 BEATTIES FORD RD
HUNTERSVILLE NC 28078

Job Number: 0000

Date: 01.19.22

Revisions:

Project No. 32674.21

Issued 10/29/21

PRELIMINARY NOT FOR CONSTRUCTION

Revised

01/19/22 - REZONING AMENDMENT

Exterior Elevations

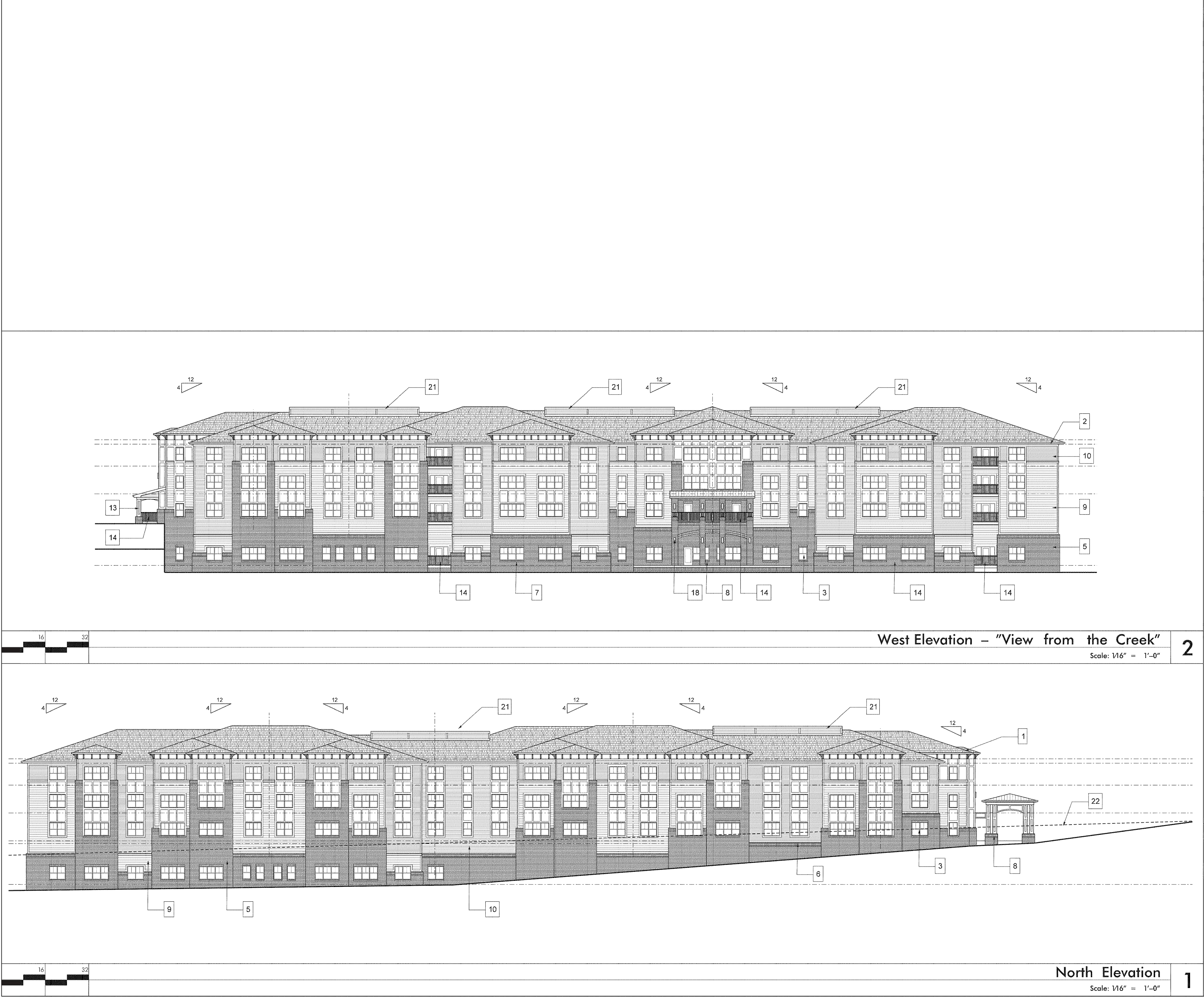
Sheet

A3.1

AS-1

THE DRAWINGS, THE PROJECT MANUAL AND THE DESIGN SHOWN THEREIN ARE INSTRUMENTS OF BOLTON & MENK SOUTHEAST LLC. THE REPRODUCTION OR UNAUTHORIZED USE OF THE DOCUMENTS WITHOUT CONSENT OF BOLTON & MENK SOUTHEAST LLC IS PROHIBITED.

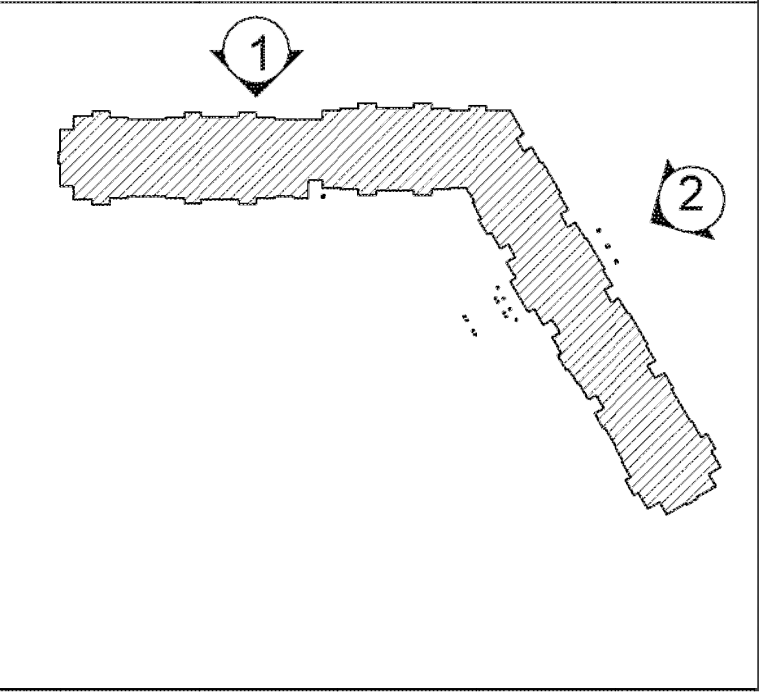
© BOLTON & MENK SOUTHEAST LLC. 2022



ELEVATION KEY NOTES	
1	FIBERGLASS REINFORCED ARCHITECTURAL ANTI-FUNGAL ASPHALT SHINGLES, 30-YEAR WARRANTY
2	PREFIN SEAMLESS METAL GUTTER OR DOWNSPOUT, TYP. - REFER TO ROOF PLAN FOR LOGS
3	VINYL WINDOW(S) - SEE SCHEDULE
4	SCHEDULED DOOR / FRAME - SEE A9.1
5	BRICK VENEER, RUNNING BOND PATTERN
6	BRICK SOLDIER COURSE / STACKED BOND ACCENT BAND
7	BRICK VENEER ROWLOCK SILL, SLOPED TO DRAIN
8	BRICK PEDESTAL / PIER
9	SOLID CEMENTITIOUS LAP SIDING, 8" EXPOSURE
10	SOLID CEMENTITIOUS LAP SIDING, 5" EXPOSURE
11	SOLID CEMENTITIOUS PANEL WITH CEMENTITIOUS TRIM
12	CEMENTITIOUS TRIM, TYP. AT CORNER BOARDS, WINDOW AND DOOR, TYP.
13	FIBER CEMENT COL. / BEAM WRAP WITH 4" TRIM ON SOLID PANELS
14	PREFINISHED VINYL GUARDRAIL SYSTEM, 42" HIGH, TYP. AT ALL BALCONIES
15	MASONRY CONTROL JOINT, TYP.
16	VINYL DECORATIVE BRACKET
17	ALUMINUM STOREFRONT WINDOW SYSTEM
18	EXTERIOR ACCENT LIGHT
19	LINE OF BUILDING IN FRONT / BEYOND
20	STANDING SEAM METAL ROOF WITH CONT. UNDERLAYMENT
21	ROOFTOP MECHANICAL SCREEN WITH CEMENTITIOUS SIDING AND PREFINISHED FLASHING
22	LINE OF ADJACENT GRADE

LEGEND

ELEVATION KEY PLAN



TISE-KIESTER
ARCHITECTS

TKa

119 E. Franklin St., Suite 300
Chapel Hill, NC 27514
Tel. 919.967.0158
Fax 919.967.0159
www.tisekiester.com

These drawings have been commissioned for this construction project and remain the property of Tise-Kiester Architects. No reproduction or use is allowed without first obtaining the Architect's written consent.

Long
Street
Commons

Huntersville, NC

Job Number: 0000

Date: 01.19.22

Revisions:

PAUL R. REED, REGISTERED ARCHITECT
STATE OF NORTH CAROLINA
No. 5040

PRELIMINARY
NOT FOR CONSTRUCTION

THE NORTH CAROLINA BOARD OF ARCHITECTS
No. 5040

Exterior
Elevations

Sheet

A3.2

AS-2

THE DRAWINGS, THE PROJECT MANUAL AND THE DESIGN SHOWN THEREON ARE INSTRUMENTS OF BOLTON & MENK SOUTHEAST LLC. THE REPRODUCTION OR UNAUTHORIZED USE OF THE DOCUMENTS WITHOUT CONSENT OF BOLTON & MENK SOUTHEAST LLC IS PROHIBITED.

© BOLTON & MENK SOUTHEAST LLC. 2022

ColeJenest
& Stone

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202

p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

MOSAIC
DEVELOPMENT
GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES
FORD SENIOR
HOUSING

9102 BEATTIES FORD RD
HUNTERSVILLE NC 28078

SCHEMATIC
ARCHITECTURAL
ELEVATIONS

Project No.
32674.21

Issued
10/29/21

PRELIMINARY
NOT FOR
CONSTRUCTION

Revised

2 01/19/22 -- REZONING AMENDMENT

BOLTON & MENK SOUTHEAST LLC
REGISTERED ARCHITECTS
STATE OF NORTH CAROLINA
No. 5040

MOSAIC
DEVELOPMENT
GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES
FORD SENIOR
HOUSING

9102 BEATTIES FORD RD
HUNTERVILLE NC 28078

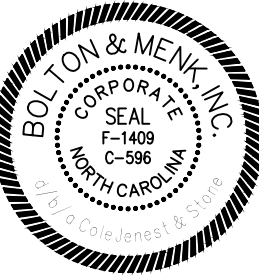
SCHEMATIC
ARCHITECTURAL
ELEVATIONS

Project No.
32674.21

Issued
10/29/21

PRELIMINARY
NOT FOR
CONSTRUCTION

Revised
01/19/22 - REZONING AMENDMENT



AS-3



Long
Creek
Commons

Huntersville, NC

Job Number: 0000
Date: 01.21.22
Revisions:

PRELIMINARY
NOT FOR
CONSTRUCTION

Exterior
Elevations
Sheet

A3.3

These drawings have been commissioned for this construction project and remain the property of Tise-Kiester Architects. No reproduction or use is allowed without first obtaining the Architect's written consent.

Partial East Elevation – "View at the Main Entry"

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

1

NOTE: This image is CONCEPTUAL. Final details may vary.





Approximate Grade
at Beatties Ford Road

NOTE: This image is CONCEPTUAL. Final details may vary.

Partial East Elevation – "View from Beatties Ford Road"

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

1

**TISE-KIESTER
ARCHITECTS**

TKa

119 E. Franklin St., Suite 300
Chapel Hill, NC 27514
Tel. 919.967.0158
Fax 919.967.0159
www.tisekiester.com

These drawings have been commissioned
for this construction project and remain
the property of Tise-Kiester Architects. No
reproduction or use is allowed without first
obtaining the Architect's written consent.

**9102
Beatties Ford
Senior
Housing**

Huntersville, NC

Job Number: 0000

Date: 12.10.21

Revisions:

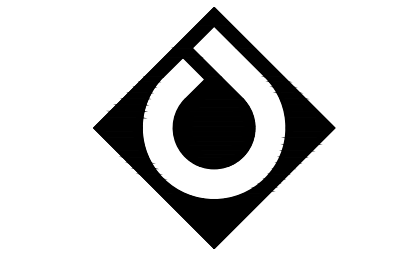
Project No.
32674.21

Issued
10/29/21

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Exterior
Elevations
Sheet

A3.4



**ColeJenest
& Stone**

Shaping the Environment
Realizing the Possibilities

Land Planning
+ Landscape Architecture
+ Civil Engineering
+ Urban Design

200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202
p+ 704 376 1555 f+ 704 376 7851
url+ www.colejeneststone.com

**MOSAIC
DEVELOPMENT
GROUP**

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

**9102 BEATTIES
FORD SENIOR
HOUSING**

9102 BEATTIES FORD RD
HUNTERSVILLE NC 28078

**SCHEMATIC
ARCHITECTURAL
ELEVATIONS**

Project No.
32674.21

Issued
10/29/21

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Revised

01/19/22 – REZONING AMENDMENT



AS-4

THE DRAWINGS, THE PROJECT MANUAL AND THE
DESIGN SHOWN THEREON ARE INSTRUMENTS OF
BOLTON & MENK SOUTHEAST LLC. THE
REPRODUCTION OR UNAUTHORIZED USE OF THE
DOCUMENTS WITHOUT CONSENT OF BOLTON &
MENK SOUTHEAST LLC, IS PROHIBITED.

© BOLTON & MENK SOUTHEAST LLC. 2022

MOSAIC
DEVELOPMENT
GROUP

4600 PARK ROAD, SUITE 390
CHARLOTTE, NC 28209
704-763-1727

9102 BEATTIES
FORD SENIOR
HOUSING

9102 BEATTIES FORD RD
HUNTERVILLE NC 28078

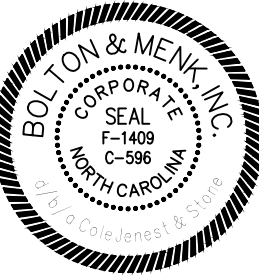
SCHEMATIC
ARCHITECTURAL
ELEVATIONS

Project No.
32674.21

Issued
10/29/21

PRELIMINARY
NOT FOR
CONSTRUCTION

Revised
A 01/19/22 -- REZONING AMENDMENT



AS-5



These drawings have been commissioned for this construction project and remain the property of Tise-Kiester Architects. No reproduction or use is allowed without first obtaining the Architect's written consent.

Long
Creek
Commons

Huntersville, NC

Job Number: 0000

Date: 01.21.22

Revisions:



Exterior
Elevations
Sheet

A3.5

1

Partial West Elevation – “View from the Creek”
Scale: 1/4" = 1'-0"

NOTE: This image is CONCEPTUAL. Final details may vary.



SDATES \$FILES

R21-16 Mosaic Development – Beatties Ford Neighborhood Meeting

Date: December 16, 2021

Time: 12:00PM – 1:00PM, 6:00PM – 7:00PM

Location: Virtual (Webex)

Questions:

- **Can you provide a guarantee that the residents will be age 55+, and that this cannot be modified later?**
 - Yes, age restriction of 55+ is a restriction of the financing that we use. In addition, this is a condition of this rezoning.
- **Will there be integration between residents of this property and the forthcoming Oak Grove Hill Community?**
 - There is a large undisturbed buffer (+/- 250') between this property and the Oak Grove Community as shown on the zoning plan. There will not be any direct tie-ins or connections between the two developments. Mosaic would welcome opportunities to meet with representatives of Oak Grove and look into opportunities for integration.
- **Are there restrictions on resident guests?**
 - There are strict restrictions on guests. We do not allow long-term guest residents. We do not allow anyone but the age restricted residents to live at the property. The property is only for seniors and residents' children or grandchildren cannot live at the property. Our management team keeps a careful watch on the units and will see if residents have unqualified individuals living with them. In addition, the rezoning conditions are specific to the age restriction.
- **Will this development connect with the Oak Grove development – based on the road stubs aligning with one another as seen on the two site plans?**
 - We do not plan on connecting to the Oak Grove Development. We are granting the Town of Huntersville the right to connect these two roads in the future.
- **How will the property be staffed?**
 - The property will have a full-time manager and maintenance person. There is a possibility there may also be a part-time assistant manager.
- **Can the building reflect some of the characteristics of the older houses in the neighborhood with aspects like porches, traditional roof-lines, and wide-trim?**
 - Some of the elements of the proposed building reflect natural elements due to the proximity to the Latta nature preserve. This includes corbels, a variety in the brick and detailing, darker trim in different areas, and a variety of more craftsman looks integrated into the building. We will continue to have these conversations with neighbors and town staff and welcome the feedback.
- **Can the building be two stories?**
 - The building will be three-stories as it faces Beatties Ford Road. However, the building will sit down as the site slopes down from Beatties Ford. The height of the building from

Beatties Ford will look two-stories as the road is 8 feet higher in elevation than the building.

- **Will there be balconies?**
 - There will be a large patio on the back of the building facing the creek and a number of common area porches on the wings. There will not be balconies for each individual unit. (11 Total Porches)
- **How long is the lease for residents?**
 - Each resident has a one-year lease that renews automatically month to month after the first year. The age restriction is ongoing.
- **Will there be use of the buffer area such as walking trails etc?**
 - All of the amenities we provide have to be handicap accessible, which makes it challenging to create walking trails. There may be informal trails the residents choose to use and we will have outdoor tables and grills as well as landscaping on all sides of the building.
- **What will be done about the homeless population if they are on property?**
 - Our staff walks the properties regularly, management is on-site, and residents also are good about notifying management about people being on the property that are not supposed to be. We have daily reviews of the property.
- **How many of the units will be low-income?**
 - The property is affordable, the income restrictions are 60% of area median income or less. For example, 60% AMI for a 2-person household is \$44,440, and \$35,400 for a single individual.
- **How will traffic be impacted, specifically the traffic at the intersection when the school day starts/ends?**
 - The traffic impact will be minimal. The residents will not have children impacting the schools. Studies, and our experience at similar properties, show our senior residents are much less likely to travel during the AM/PM peak hours when school and rush-hour traffic is worse
- **How will residents access the shopping center across the street without sidewalks?**
 - We work closely with management and local churches that help provide transportation for residents such as shopping trips and excursions. We have also seen residents carpool with those that do own vehicles. We will be constructing sidewalks on our parcel and additional sidewalks may be added as the activity center continues to be developed.
- **Is there a bus-stop at the site?**
 - No
- **Is the existing house on the historical registry?**
 - The house is not on the historic registry. It has significant asbestos issues and interior water damage based on our phase 1 environmental assessment. We will have an asbestos containment plan. We will coordinate with Habitat Restore to salvage as much of the house as possible.

Attendees

12:00PM – 1:00PM

- **Mosaic Development Group:** Kathy Stilwell, Will Reid
- **Irvin Law Group:** Cindy Reid
- **Cole Jenest and Stone (Project Engineer):** Andy Breit, Jacob Bachman
- **Town of Huntersville:** Mayor Bales, Commissioner Kovacs, Commissioner Phillips, Brian Richards, Frank Gammon
- **Other attendees:** Two unidentified call-in numbers

6:00PM – 7:00PM

- **Mosaic Development Group:** Kathy Stilwell, Will Reid, and Jimmy Royster
- **Irvin Law Group:** Cindy Reid
- **Cole Jenest and Stone (Project Engineer):** Andy Breit
- **Town of Huntersville:** Commissioner Partee, Commissioner Kovacs, Commissioner Phillips, Brian Richards, Anthony Roberts
- **Other attendees:** Gary Knox (The Knox Group – representing land owner), Roger Cathey (land owner), Dee Bailey, Matt Hedrick, six unidentified call-in numbers.



MOSAIC

— DEVELOPMENT GROUP —

Enhancing Communities, Improving Lives



Who We Are

- Mosaic Development Group is a 55 year old nonprofit development company based in Charlotte.
- Decades of experience with mission-based development, ownership, and operation of housing in alliance with local organizations.
- Committed to developing and preserving high-quality that is an asset for residents and the community long-term.

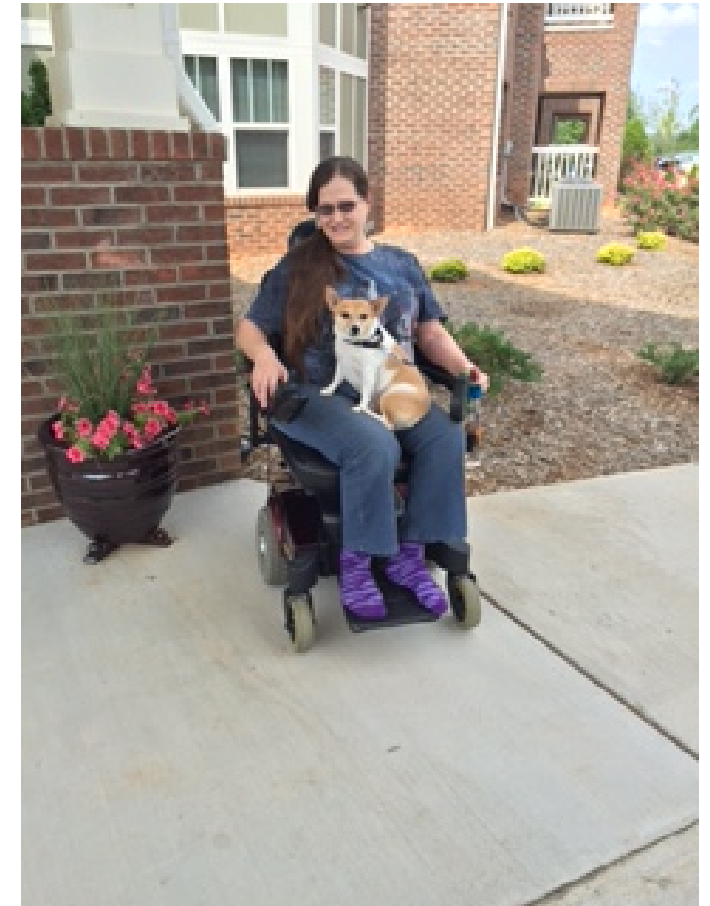
What We Do

- Provide high quality development that best meets the needs of the community at a variety of price points.
- Empower local organizations to address housing needs in their community.
- Collaborate with a wide range of people and organizations to identify a need and provide housing options that are viable and successful.

Strong Track Record of Public and Private Partnerships

- Nonprofit Organizations
 - Catholic Diocese of Charlotte Housing Corporation
 - Wesley CDC (Methodist Church affiliated)
 - Western Carolina Community Action
 - Better Vision Housing Corporation – New Bern, NC
- Private Foundations
 - Bank of America Foundation
 - Home Depot Foundation
 - Enterprise
 - Truist Foundation
- Financial Institutions
 - Bank of America
 - Truist (formerly BB&T)
 - First Citizens Bank
 - JP Morgan Chase
 - CAHEC
 - RBC

Mosaic is committed to creating independent living communities that allow seniors to remain active and thrive





2030 Community Plan – Part II – Housing Environment

“One of the major changes likely to occur in the Town of Huntersville over the next 20 years is an increase in the 65 and over population and the associated demand for housing and other services to accommodate that aging population.”

“The projected trends for the aging of U.S and NC populations have a number of potential housing implications for Huntersville. First, household sizes, and consequently the size of homes, are likely to decrease. Second, the type of housing for an older population will tend toward multi-family (either apartments or condominiums) rather than single-family.”

Housing Policies and Action Items

- **Policy H-5:** Encourage housing options which accommodate senior citizens (e.g. age restricted/retirement communities, congregate care/assisted living facilities,) allowing seniors to remain in the community.
- **Policy H-7:** Support appropriate mix of housing for all income levels



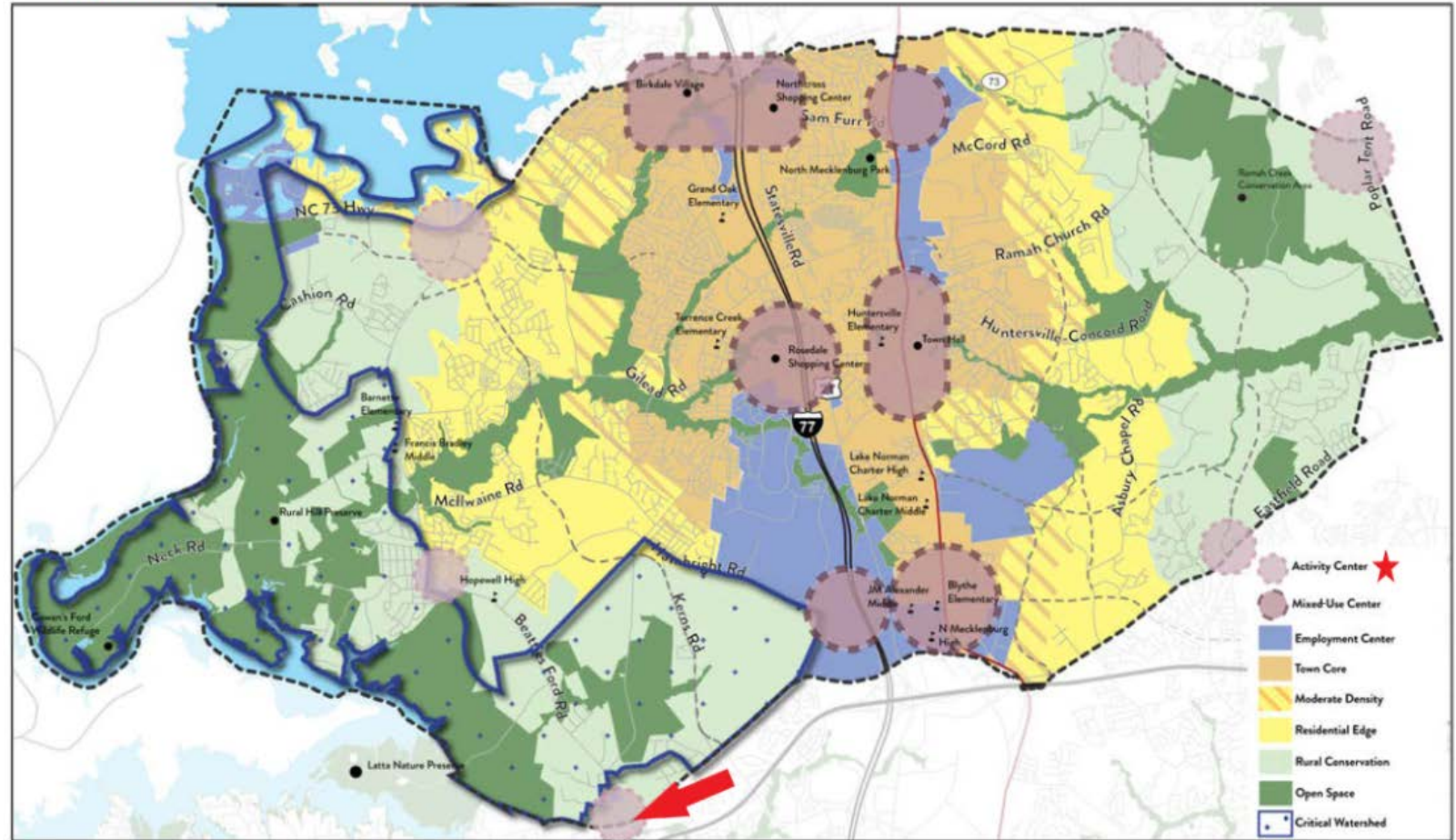
Town of Huntersville

2030 Community Plan

2040 Community Plan – Land Use & Housing – Policy Recommendations

FUTURE LAND USE

TOWN OF HUNTERSVILLE FUTURE LAND USE MAP



The property is located in an area designated to be an Activity Center

Policy LU-10: Encourage a diversity of housing options

- LU-10.5: Facilitate the creation of and provide guidelines for senior and age-restricted housing.
 - New, larger-scale senior housing structures (e.g. congregate care facilities, apartments, and condos) should be located within Mixed-Use Centers, **Activity Centers**, or the Town Core future land use areas and should have a maximum height of 4 stories.

Development
should follow
the approved
plan for the
area

2040 Community Plan



2040 COMMUNITY PLAN envisions
an **ACTIVITY CENTER** for this area

The goal of an
ACTIVITY CENTER is to

“Create vibrant,
pedestrian-accessible
mixed-use areas with
restaurants, small
businesses and housing”



McCoy Rd

Trillium Springs
Montessori

Long Creek
Elementary

Beattie Ford Rd

Oak Grove Hill

SITE

Long Creek
Retail

Glenwood
Development

CVS

Family
Dollar

Food
Lion

Mt. Holly Hwy

Long Creek

Long Creek

9102 Beatties Ford Senior Housing:

123 Units of age restricted housing for seniors 55+

Independent living

Universal design = aging in place

Professional property management

Locally owned

Substantial Tree buffer (250+ feet) to the east will remain undisturbed

One of the lowest generators of traffic especially as compared to other residential or institutional uses (**AM & PM Peak Hours**)

No TIA Required because of low traffic counts



Our Residents

Average age of our residents is 71

80% women and 20% men

88% of our residents live alone



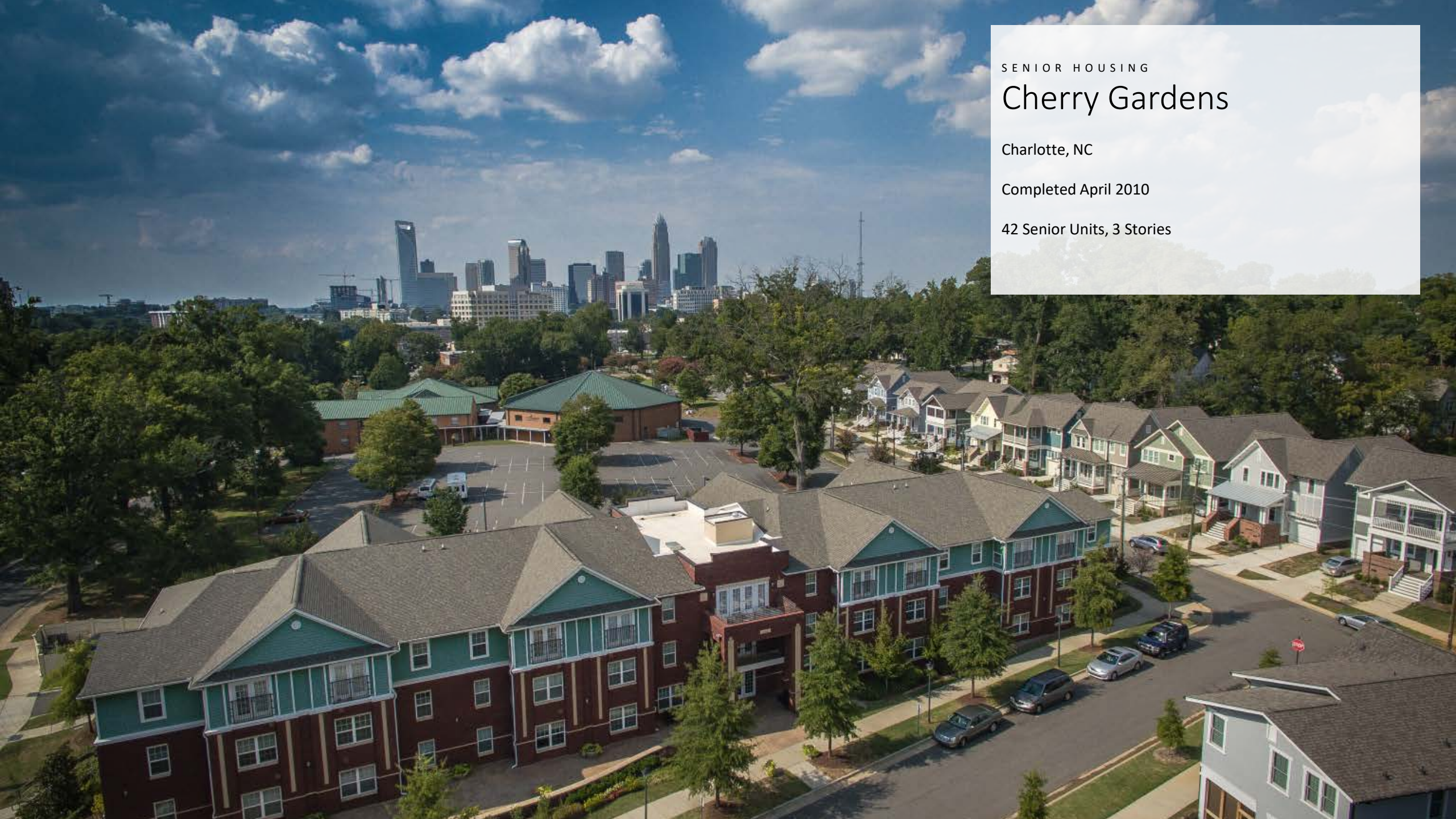
East elevation – View at the main entry





East elevation – View from Beatties Ford Road

Examples of Mosaic's Properties



SENIOR HOUSING

Cherry Gardens

Charlotte, NC

Completed April 2010

42 Senior Units, 3 Stories



SENIOR HOUSING

Glenwood Gardens

Gastonia, NC

Completed Dec 2019
58 Senior Units, 3/4 stories



SENIOR HOUSING

Magnolia Gardens

Charlotte, NC

Built on 3.72 acres in 2019, a three-story brick building provides 82 affordable senior units.



For Additional Questions or Information

Mosaic Development Group, Inc.
704-342-3316 – please leave a message
Admin@mosaicdevelopmentgroup.org

Brian Richards

From: Brown, Marilyn R. <marilyn.brown@cms.k12.nc.us>
Sent: Wednesday, December 15, 2021 12:29 PM
To: Brian Richards
Subject: CMS Student Generation Report R21-15 Mosaic

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.

Hi Brian,

You requested an impact statement for the Mosaic Development. CMS does not project student impacts from age-restricted/ senior housing. We only comment on age-restricted developments that have a non-senior housing component. If Mosaic is 100% age-restricted/ senior housing, then CMS projects no student impact.

Let me know if you have any questions.

Thanks,

Marilyn

MARILYN R. BROWN
Specialist
Planning Services
Charlotte Mecklenburg Schools



4421 Stuart Andrew Blvd. Charlotte, NC 28217
Courier #835
980-343-5735 fax



November 29, 2021

Mr. Andy Breit
ColeJenest & Stone
200 S Tryon St
Charlotte, NC 28202

**SUBJECT: WILLINGNESS TO SERVE
9102 BEATTIES FORD ROAD SENIOR HOUSING
9102 BEATTIES FORD ROAD, HUNTERSVILLE, NC 28078**

After an analysis by Charlotte Water's Capacity Assurance Program (CAP) of the sanitary sewer system associated with the proposed **9102 BEATTIES FORD ROAD SENIOR HOUSING** development, it was determined that there is currently sufficient capacity within the existing public gravity sewer to accommodate the proposed sewer flow (**17,550 gallons per day**), at the connection point(s) indicated for transmission to the **McAlpine Creek Wastewater Treatment Plant** (NPDES Permit # **NC0024970**).

Please note that availability of flow is subject to change, and this **Willingness to Serve (WTS) review does not guarantee future capacity or reserve capacity in the public sewer system. A full CAP application with fully engineered site utility plan must be submitted and approved to reserve sewer capacity for this project.** Please contact New Services at 704-432-2854 for official submittal guidelines to the Capacity Assurance Program.

CLTWater agrees to furnish water to the subject project. The water quality to the subject project is regulated by the State Drinking Water Act Amendments of 1986 and, The Water Supply Management Plan, PWS ID # **0160010**, on file with the Public Water Supply Section of NC DEQ. However, CLTWater cannot guarantee a constant pressure or quality of flow.

The applicant should understand that due to the involvement of other agencies and continuing growth of the water and sewer system, the ability to provide service for future projects cannot be guaranteed nor reserved. Connection to the CLTWater and sewer system is accepted on a first come, first served basis.

The applicant should understand that this letter is not an authorization to construct or extend private water or sewer systems, as the appropriate local or State permits are required prior to construction. The analysis performed determines available capacity within the existing public gravity sewer system. The development is responsible for any additional private or public sewer infrastructure required to convey flow from the proposed development to the existing public sewer.

If you have any questions, please do not hesitate to contact me at (704) 336-1006.

Sincerely,

Gwendolyn Walton

Gwendolyn Walton / Engineering Assistant
CHARLOTTE WATER / charlottewater.org

Brian Richards

Subject: FW: R21-16 Mosaic Senior Housing
Attachments: Mosaic - Senior parking data - 01-27-22.pdf

From: James Royster <jroyster@mosaicdevelopmentgroup.org>
Sent: Thursday, January 27, 2022 4:04 PM
To: Brian Richards <brichards@huntersville.org>; Will Reid <wreid@mosaicdevelopmentgroup.org>; Cindy Reid <Cindy@irvinlawgroup.com>
Cc: Andrew Cheek <acheek@huntersville.org>; Stephen Trott <strott@huntersville.org>; Johnathan Pruett <jpruett@colejeneststone.com>; Jake Bachman <Jacob.Bachman@bolton-menk.com>; Andy Breit <Andy.Breit@bolton-menk.com>
Subject: RE: R21-16 Mosaic Senior Housing

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.

Good afternoon again,

The attached parking data is from Mosaic's existing age restricted senior properties. The spreadsheet is based upon data collected by property management. Mosaic works in a variety of communities with some being rural locations and others being urban. Consistently we see that there is less than one car per unit at senior properties. It's just the nature of the demographic we serve. Our experience at age restricted senior properties is providing 1 parking space per unit provides plenty of parking for the residents, staff, and any visitors. Going over 1 space per unit results in unused spaces that increase impervious surface.

The three properties completed in the last 3 years are Bingham Park, Glenwood Gardens, and Magnolia which show the trend of municipalities allowing us to proceed with fewer parking spaces at senior sites.

NC Housing Finance Agency is our primary financial partner and each year they release a Qualified Allocation Plan that dictates the rules for all LIHTC financed apartments in the State. As part of the QAP, NCHFA includes an Appendix B that is their design standards. NCHFA's minimum parking for a senior property is 1 space per unit and in some circumstances they allow developers to go lower than one space per unit at senior properties if a waiver is requested. See page 13 of the link for the parking requirements [Microsoft Word - Final Appendix B \(nchfa.com\)](https://www.nchfa.com/Portals/0/Appendix%20B%20-%20Final%20-%202021%20QAP.pdf) . NCHFA is very sensitive to the needs of the residents and would not allow us to do 1 space per unit at a senior property if they thought more spaces were necessary.

If you have questions regarding NCHFA's parking or any other design requirements please feel reach out to Russ Griffin.

Russell Griffin
Senior Construction Specialist
Senior Compliance Monitor
NC Housing Finance Agency
3508 Bush Street
Raleigh, NC 27609
Phone: 919-877-5643
Cell: 919-971-5008
Fax: 919-877-5702
www.nchfa.com

Also another detail I will share is the City of Charlotte's parking requirement for senior apartments is the extremely low 0.25 spaces per unit.

We appreciate the consideration.

Kind Regards,

Jimmy Royster
Senior Project Manager
Mosaic Development Group
4600 Park Road, Suite 390
Charlotte, N 28209
704-763-1727

Survey of Parking at Mosaic's Age Restricted Senior Apartment Communities

updated 01/27/2022

APARTMENT COMPLEX	CITY/COUNTY	# UNITS	RESIDENTS W/ CAR	# PARKING SPACES	Avg Cars per Unit
BINGHAM PARK	Charlotte/Mecklenburg	60	40	60	0.67
CHERRY GARDENS	Charlotte/Mecklenburg	42	17	22	0.40
CURLIN COMMONS	Mooreville/Iredell	40	29	50	0.73
FOREST HILLS	Burnsville/Yancey	40	30	53	0.75
GLENWOOD GARDENS	Gastonia/Gaston	58	45	60	0.78
GRANDVIEW RIDGE	North Wilkesboro/Wilkes	48	27	60	0.56
KINGS MILL	Newport/Carteret	44	36	61	0.82
MAGNOLIA	Charlotte/Mecklenburg	82	45	68	0.55
RENAISSANCE COMMONS	Elizabeth City/Pasquotank	48	24	77	0.50
TIMBER RIDGE COTTAGES	Spindale/Rutherford	50	33	86	0.66
WEATHERSTONE	New Bern/Craven	44	25	87	0.57
WHITE ROCK GARDENS	Granite Quarry/Rowan	30	13	38	0.43
WILLOW POND	Mocksville/Davie	50	31	75	0.62
	AVERAGE TOTALS	48	30	61	0.62
	TOTALS	636	395	797	0.62

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Brad Priest

Date: March 21, 2022

Subject: Petition #R21-14 - Mecklenburg County Recycling Facility Expansion

EXPLAIN REQUEST:

Petition #R21-14 is a request by Mecklenburg County to amend the conditional district rezoning plan for their recycling facility at 12230 Statesville Road (Parcel # 0172040). The property is zoned Special Purpose Conditional District (SP-CD) and the purpose of the amendment is to expand the boundaries of the active area of the facility.

ACTION RECOMMENDED:

Consider taking final action on R21-14.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. R21-14 North Meck Recycling TB Staff Report - 3 21 22
2. Proposed Rezoning Plan - 3 11 22
3. North_Meck_Recycling_Center_-_Community_Meeting_Report
4. TIA Determination_North Meck Recycling
5. R21-14 Public Hearing Postcard
6. R21-14 North Meck Recycling Center APO List
7. Stone Fly Discussion - Meck LUESA
8. Email of Support from Elaine Powell - 2 21 22
9. Legal Ad Proof
10. Approved - North Meck Recycling Rezoning Plan
11. Original Zoning Approval - 1989
12. North_Mecklenburg_Recycling_Center-Hunt_Application_08-01-19

Petition R21-14: North Mecklenburg Recycling Center Amendment

PART 1: PROJECT SUMMARY

Application Summary:

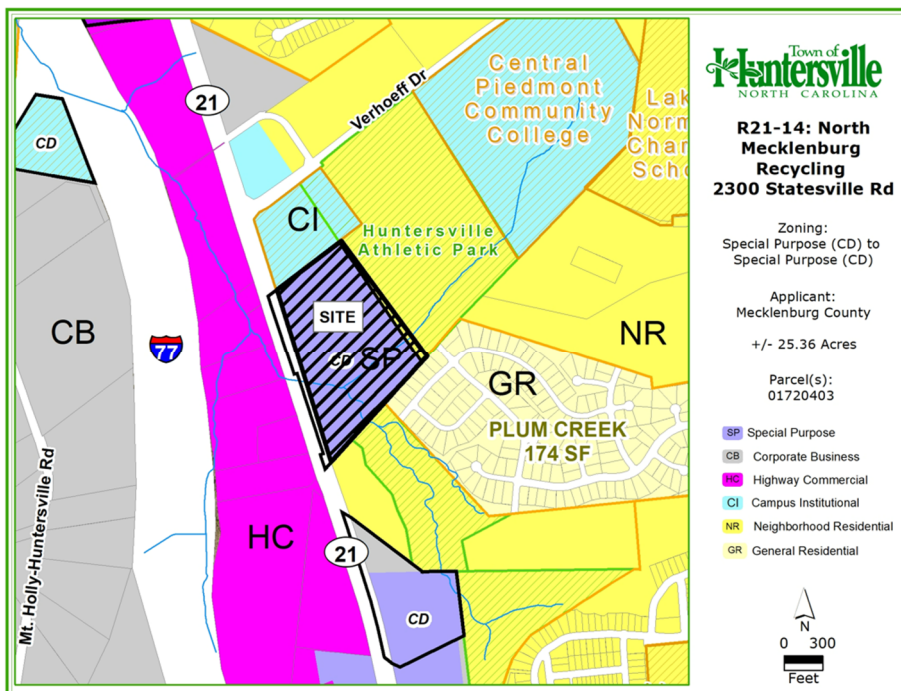
- Petition R21-14 is a request by Mecklenburg County to amend the conditional district rezoning plan for their facility at 12230 Statesville Road (tax ID 01720403). The property is zoned Special Purpose Conditional District (SP-CD) and the purpose of the amendment is to expand the boundaries of the active area of the facility.

Applicant: Mecklenburg County

Property Owners: Same

Property Address: 12230 Statesville Road

Project Size: 25.36 acres



Parcel Numbers:
01720403

Existing Zoning:
Special Purpose
Conditional District (SP-CD)

Proposed Zoning:
Special Purpose
Conditional District (SP-CD)
– Amended Plan

1. Adjoining Zoning and Land Uses

North: Campus Institutional (CI), CPCC CDL training facility.

South: Neighborhood Residential (NR), General Residential (GR), Plum Creek Single Family Residential Neighborhood.

East: Neighborhood Residential (NR), Huntersville Athletic Park

West: Highway Commercial (HC), Single Family Residential homes, vacant land.

- The North Mecklenburg Recycling Center conditional rezoning was originally approved by the Huntersville Board of Commissioners in February 1989. A modification to the rezoning was approved in May 1994. Please find those approved rezoning plans attached in the agenda packet.
- The recycling facility is considered an inorganic household waste intake and transfer facility in the Zoning Ordinance. This use is a use permitted with conditions in the Special Purpose (SP) zoning district. The conditions for the facility are outlined in Article 9.16 of the Zoning Ordinance.
- The original rezoning approvals identified specific “active use areas” on the rezoning plan that permitted recycling center activities only within those prescribed limits. The proposed application has been submitted requesting to expand the active use boundaries of the facility. See the proposed site plan on page 4 below.

5. A note on the plan is included that would allow up to 4,000 sqft of accessory office space for the operation of the facility. An added note also exempts these buildings from building type and architectural requirements of Article 4 due to the minimum 80-foot buffers established.
6. The application also requests modifications to the requirements of Article 9.16 of the Zoning Ordinance. The required 100-foot vegetative buffer is being requested to be lowered to 80 feet on some sides. See zoning/site plan issues below.
7. A neighborhood meeting for this application was advertised for and held virtually on Wednesday December 8th, 2021. An invitation list and meeting summary are included in the agenda packet.
8. A Traffic Impact Analysis (TIA) Determination of Need form was submitted and reviewed by Transportation Staff for the proposed application. Upon review by engineering staff, it was found that a Traffic Impact Analysis was not required. Please find the completed TIA determination form attached in the agenda packet.
9. Brad Priest of the Planning Staff certifies that the required notifications were made for the application's public hearing. Notice was advertised in the local paper; adjacent property owner notice post cards were sent, and a sign was installed at the subject property per state statute requirements.

PART 2: REZONING/SITE PLAN ISSUES

- **UPDATE – 3/11/22:** The applicant has submitted an updated rezoning plan. The following changes were made on the plan:
 - o A completed tree survey showing conformance to tree save requirements has been submitted. The tree survey shows 77% of specimen trees proposed to be saved.
 - o The following note was added to the site plan: *The Town of Huntersville's 2020 Bike Plan and 2014 Master Plan call for a Town greenway trail to be located on the Site within the Applicant's 425-foot buffer located along the southern boundary of the Site. At such time that the Town, in consultation with the Applicant, determines the location and alignment of the Town greenway trail within the buffer area, the Applicant will work with the Town to accommodate the greenway trail. The Applicant shall not be responsible for the construction or maintenance of this greenway trail or any costs relating thereto.*
- Please see the proposed rezoning plan below on page 4.
- Buffer Modification: – Article 9.16 of the Huntersville Zoning Ordinance requires that household recycling centers establish a minimum 100-foot vegetated buffer along the property lines. The applicants are requesting through the conditional rezoning process (Article 11.4.7 K) to reduce the buffer width to 80 feet along the northern (adjacent to CPCC truck facility), eastern (Huntersville Athletic Park), and western property boundaries (HWY 21).
 - o Staff supports the buffer modification request as presented for the following reasons.
 - The 80-foot buffer is the standard CB/SP zoning buffer width for other uses and will be sufficient to provide an opaque screen between the facility and adjacent properties.
 - The sides requested for modification are adjacent to county park land and CPCC training facilities. The residential side to the south will have a substantial buffer over and above the required 100 feet (425 feet).
 - An 8-foot wood privacy fence is also proposed around the facility to supplement the vegetative screening.
- Tree Save Requirement: Article 7.4 of the Zoning Ordinance requires that SP developments save 30% of their specimen trees on site. Specimen trees are defined as large maturing trees 24 inches in caliper and above (Oak, Maple, Poplar, etc) or small maturing trees 12 inches in caliper and above (Dogwood, Cherry, Redbud, etc). The

applicant's tree survey does not identify the species of all trees less than 24 inches in caliper. Therefore, smaller specimen trees cannot be determined accurately.

- o The applicant's intent is to count all trees over 12 inches in caliper as a specimen tree. However, not all trees that size are specimen trees. This results in an inaccurate count and shows many more specimen trees saved than really are.
- o With the large number of large specimen trees proposed to remain, it is likely the minimum 30% tree save is being achieved, but staff has not been able to verify that conclusively from the survey submitted. For an accurate tree save percentage, a complete tree survey will be needed.
- o **UPDATE:** Please see above 3/11/22 update (page 2). A completed tree survey has been submitted.

- Verhoeff Drive Connection: In 2017 the Town, County, and CPCC met in Charlotte at the CPCC campus to discuss the joint future development on the corner of Statesville Road and Verhoeff Drive in Huntersville. Due to stacking issues into HWY 21 from the recycling facility and the future of HWY 21 becoming a divided highway with limited access, all parties seemed to agree that providing for a rear connection to Verhoeff Drive was in all parties' interest to achieve.

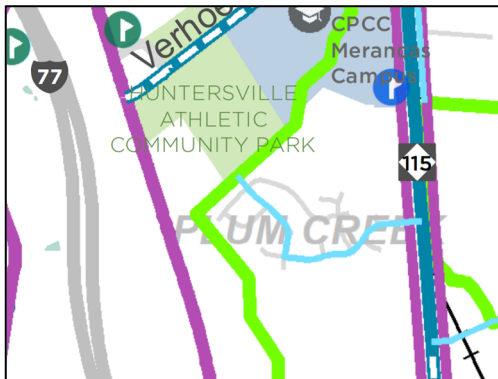
CPCC has already constructed a public access to Verhoeff in harmony with those discussions with the construction of their CDL facility. The drive was built to public street standards and a public access easement was platted up to the County's northern property line in expectation of the County connection. The Town of Huntersville has invested in traffic light facilities on Verhoeff, and other improvements to accommodate further traffic along Verhoeff. The County facility's updated rezoning plan submitted has removed the discussed connection from their rezoning plan.

Staff understands the county is under no formal obligation to make the connection (see the conceptual connection to Verhoeff to the right in red). Installing turn lanes into the facility from Statesville Road may be best for the county's short term logistical needs. However, staff recommends that establishing the rear connection and having additional access as discussed would be beneficial for the site; especially considering HWY21 will likely be a divided highway in the future and access to the facility may then be limited from Statesville Road.

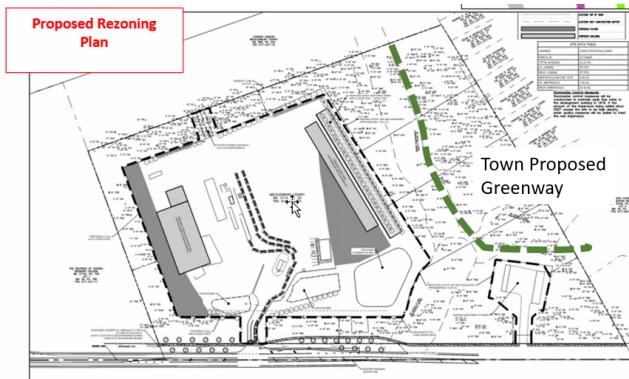


- Greenway – The 2020 Bike Plan and the 2014 Master Plan call for a future greenway to run along the streams that transect the subject property. Please see below on page 4. These greenways would be Town greenways as these routes are not located on the County greenway plan. Therefore, to accommodate the Town's greenways through the property, staff recommends the County either establish easements along the streams for future greenway construction or add a note on the plan stating that when the alignment of the greenway is identified for construction, they will work with the Town to accommodate the trails through the property.
- o **UPDATE:** Please see above 3/11/22 update (page 2) on the applicant's proposed note to work with the Town to accommodate the greenway.

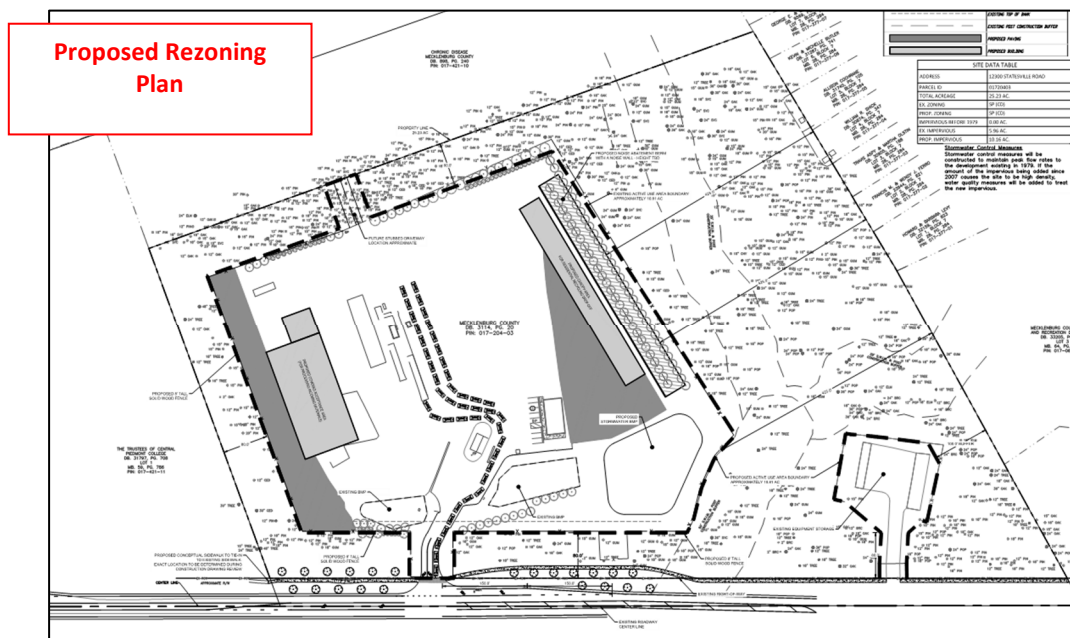
2020 Huntersville Bike Plan



Proposed Greenway through the Property



- Neighborhood Concerns – Many of the residents of the Plum Creek residential neighborhood to the south have expressed concern about the recycling facility’s operation. In 2019 prior to the pandemic, many residents attended the neighborhood meeting and expressed concerns about noise, smells, and the facility encroaching closer to the residential neighborhood. At the updated neighborhood meeting in December, the County discussed proposed conditions to mitigate the neighborhood’s concerns. These included adding a noise wall to the south, an elevated landscaped berm, and discussing odor mitigation as an option. The neighborhood meeting summary for the December meeting is included in the agenda package for reference.



PART 3: TRANSPORTATION ISSUES

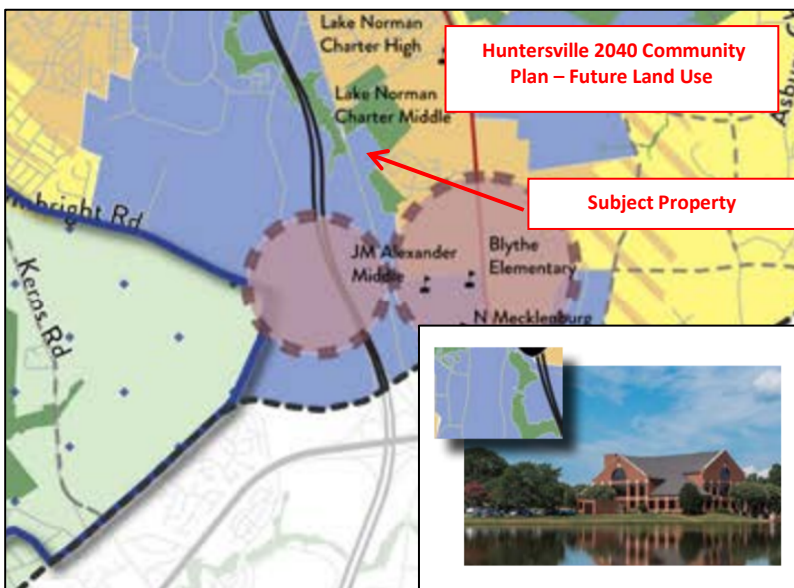
- There are no significant transportation issues currently. Road improvements and turn lanes into the facility are being required by NCDOT for Statesville Road. The improvements are conceptually shown on the rezoning plan and will be subject to review and approval by engineering and NCDOT prior to construction.

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”.

STAFF COMMENT – Staff finds the proposed use consistent with the following policies of the Huntersville 2040 Community Plan:

- **Policy LU 1.1** – *Utilize the Future Land Use Map during development approval process to ensure compatibility with long-range plans.* STAFF COMMENT: The application for an industrial and institutional use is appropriate for the Employment Center character area of the 2040 plan. See the Employment Center description below.
- **Policy LU 5.1** – *Allow more intense development only where transportation infrastructure and utilities already exist.* STAFF COMMENT: The recycling facility is an industrial use and an essential service to the residents of Huntersville and North Mecklenburg. The location of the proposed development is appropriately located on Statesville Road very close to Interstate 77. Proposed turn lanes on to Statesville Road will assist to ensure traffic does not back up into Statesville Road and will accommodate the proposed intensification.
- **Policy LU 11.1**: *Protect and enhance the unique character of Huntersville’s neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment.* STAFF COMMENT: The adjacent Plum Creek neighborhood has expressed concerns about noise, lights, and smells coming from the facility. The County has worked with the neighbors to address their concerns. The County thus plans to install a noise wall and berm to mitigate potential nuisances coming from the facility.



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.

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 COMMENTS:

- The rezoning application would rezone the property from Special Purpose (SP) to Special Purpose Conditional District (SP-CD). The main purpose of the rezoning is to expand the active use areas of the existing facility. Therefore, the underlying zoning category and uses proposed would not change. The uses proposed then are consistent with existing development that has been in operation since the early 90s.
- The proposed development is bordered by a commercial driving instruction facility to the north and a Huntersville public park to the east.
- Buffers and visual separation between uses can also assist in making uses blend in with the character of existing development. 80-foot buffers are proposed along Statesville Road, the Huntersville Athletic Park, and the commercial driving instruction facility.
 - Along the southern boundary, the facility is keeping a minimum 425 feet of natural area between the proposed use and the adjacent residential development.
 - An additional landscaped berm and noise abatement wall is being proposed along the southern portion of the active area to further mitigate any nuisances for residents to the south.
- Considering the information above, staff recommends that the application is consistent with the overall character of existing development in the immediate vicinity of the subject properties.

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:

- Regarding the roadway system, a Traffic Impact Analysis (TIA) Determination of Need form was submitted and reviewed by Transportation Staff for the proposed application. Upon review by engineering staff, it was found that a Traffic Impact Analysis was not required. Please find the completed TIA determination form attached in the agenda packet.
- Staff has no findings to show that there would not be adequate public facilities to service the intended development. The concept plan for storm water drainage systems is currently under review and must meet ordinance requirements.

3. Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”

STAFF COMMENT:

- Staff has no findings to show that any archeological, environmental, historical or cultural resources will be negatively affected by the application.

PART 5: PUBLIC HEARING

The Public Hearing was held on February 7, 2022. No one spoke for or against the application during the hearing. After discussion between staff, the applicant, and the Board on the Verhoeff Drive connection, tree save, and neighborhood concerns the public hearing was closed. A question from the Board included an inquiry on when the Plum Creek

neighborhood was approved. The Plum Creek Sketch Plan was approved in February 1994. Preliminary Plan and construction documents were approved in October 1995.

PART 6: STAFF RECOMMENDATION – UPDATE 3/11/22

Staff recommends approval of the application with the condition that outstanding minor site plan comments from staff be addressed on an updated rezoning plan, and if the applicant is committing to adding odor mitigation to the site, that a commitment note be added to the plan (see Planning Board discussion below). The application is consistent with policies LU1.1, 5.1, and 11.1 and is consistent with adjacent development in the immediate vicinity. It is reasonable and in the public interest to approve the application because the further expansion of the use will service the needs of Huntersville residents, while adding mitigating methods that will protect adjacent development from any additional impacts. Staff also recommends the applicant consider adding the rear Verhoeff Drive connection as part of this expansion.

PART 7: PLANNING BOARD RECOMMENDATION – UPDATE 3/11/22

The Planning Board met to discuss the application at their February 22, 2022 regular meeting. The Planning Board discussed with the applicant access to the facility, improvements to the site, potential effects of the use on adjacent properties and mitigation techniques. The applicants stated that they would add odor mitigation to the site to address neighbor concerns about odor from the facility.

- Staff Comment: No conditional note has been placed on the updated rezoning plan committing to mitigate odors on the site.

The applicant also stated that further uses such as recycling of food waste may possibly be planned in the future at the facility.

- Staff Comment: If in the future the County would like to process organic matter such as recycled food waste, the conditional rezoning would need to be amended and a special use permit (SUP) would need to be approved. Transfer stations for organic and inorganic waste products are only permitted in the Special Purpose (SP) zoning district with the issuance of a SUP.

After Board discussion, J. Sny made a Motion to Approve R21-14 North Mecklenburg Recycling Center expansion. The planning board recommend approval based on the plan being consistent with the Huntersville 2040 Community Plan, policies LU1.1, LU5.1, and LU11.1. Update to the plan to include a completed tree survey showing conformance to tree requirements and add the footnote regarding future greenway location. It is reasonable and in the public interest to approve the rezoning plan because the center is an essential service for residents in this part of the county. Also because the applicant has partnered with the nearby community of Plum Creek to address their concerns and to go on record to address potential future concerns as it relates to smell and the addition of turn lanes on Statesville Road. S. Hensley seconded the motion. The motion passed unanimously.

PART 8 CONSISTENCY STATEMENT – R21-14 North Mecklenburg Recycling Center Expansion

Planning Board:

Approve (Consistent w/ Plans)	Approve (Inconsistent w/ Plans and Plans Change___?)	Deny (Inconsistent w/ Plans)
J. Sny made a Motion to Approve R21-14 North Mecklenburg Recycling Center expansion. The planning board recommend approval based on the plan being consistent with the Huntersville 2040 Community Plan, policies LU1.1, LU5.1, and LU11.1. Update to the plan to include a completed tree survey showing conformance to tree requirements and add the footnote regarding future greenway location. It is reasonable and in the publics interest to approve the rezoning plan because the center is an essential service for residents in this part of the county. Also because the applicant has partnered with the nearby community of Plum Creek to address their concerns and to go on record to address potential future concerns as it relates to smell and the addition of turn lanes on Statesville Road.	N/A	N/A

Town Board:

Approve (Consistent w/ Plans)	Approve (Inconsistent w/ Plans and Plans Change___?)	Deny (Inconsistent w/ Plans)
In considering the proposed rezoning Petition R21-14, the North Mecklenburg Recycling Center Expansion, the Town Board recommends approval based on the amendment being consistent with <u>[insert applicable plan reference(s)]</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<u>[Explain]</u>	In considering the proposed rezoning petition R21-14, the North Mecklenburg Recycling Center Expansion, the Town Board recommends approval of the amendment but finds the request inconsistent with <u>[insert applicable plan reference(s)]</u>, therefore amends <u>[insert plan reference(s)]</u> AND detail the ways the policy or reference is to be amended]. The Town Board took into account the following change in conditions in recommending approval to meet the development needs in Huntersville: <u>[List and explain the change in conditions]</u> It is reasonable and in the public interest to amend the approve the rezoning because...<u>[Explain]</u>	In considering the proposed rezoning petition R21-14, the North Mecklenburg Recycling Center Expansion, the Town Board recommends denial based on the amendment being [consistent OR inconsistent] with [insert applicable plan reference(s)]. It is not reasonable and in the public interest to amend the Zoning Ordinance because...[Explain]

LINE LEGEND:

EASEMENT	---
PROPERTY LINE (NOT SURVEYED)	---
RIGHT-OF-WAY (NOT SURVEYED)	---
RIGHT-OF-WAY (NOT SURVEYED)	---
SETRACK	---
CABLE TV LINE	C
FIBER OPTIC LINE	FO
GAS LINE	G
POWER LINE (UNDERGROUND)	U
SANITARY SEWER PIPE	SS
STORM DRAIN PIPE	SD
TELEPHONE LINE	T
TELEPHONE LINE (UNDERGROUND)	UT
WATER LINE	W
WOOD FENCE	□
CHAIN LINK FENCE	□
GUARD RAIL	○

UTILITIES:

POWER
DUKE POWER ENERGY
1-800-777-9898

TELEPHONE
BELL SOUTH TELECOMMUNICATIONS
1-888-757-4500

WATER & SEWER
CHAR-MECK. UTILITY DEPT. (CMUD)
(704) 336-3564 WATER
(704) 337-6064 SEWER

GAS
PIEDMONT NATURAL GAS CO.
1-800-752-7504

CABLE TELEVISION
TIME WARNER CABLE
1-800-892-2253

TREE LEGEND:

BCH - BEECH
BRC - BIRCH
BRAD - BRADFORD PEAR
CED - CEDAR
CHY - CHERRY
CRP - CREPE MYRTLE
DGH - DOGWOOD
HIC - HICKORY
HOL - HOLLY
LOC - LOCUST
MAG - MAGNOLIA
MAP - MAPLE
PEC - PECAN
PIN - PINE
POP - POPLAR
SYC - SYCAMORE
WLA - WALNUT
WLC - WILD CHERRY

CHRONIC DISEASE
MECKLENBURG COUNTY
DB. 806, PG. 240
PIN: 017-421-10

PRELIMINARY PLAT
NOT FOR RECORDATION
CONVEYANCE OR SALE

ZONING:
ZONING RESTRICTIONS AS PER ZONING ORDINANCE:
SUBJECT PROPERTY ZONED: CD

FOR FURTHER INFORMATION CONTACT THE TOWN
OF HUNTERSVILLE PLANNING DEPARTMENT AT
704-875-7000.

LEGEND:

BFP - BACK FLOW PREVENTOR
C&G - CURB & GUTTER
CB - CATCH BASIN
CI - CURB INLET
CMP - CORRUGATED METAL PIPE
CP - CALCULATED POINT
CPP - CORRUGATED PLASTIC PIPE
CO - CLEAN OUT
DB - DEED BOOK
DI - DROP INLET
DIP - DUCTILE IRON PIPE
ECM - EXISTING CONCRETE MONUMENT
EIP - EXISTING IRON PIPE
EIR - EXISTING IRON ROD
EMM - EXISTING METAL MONUMENT
EN - EXISTING NAIL
EPH - EXISTING PUNCH HOLE
EOG - EDGE OF GRAVEL
EOP - EDGE OF PAVEMENT
EU - END UNKNOWN
FC - FIRE CONNECTION
FH - FIRE HYDRANT
FP - FLAG POLE
FY - FIRE VALVE
GDP - GUARD POST
GLT - GROUND LIGHT
GM - GAS METER
GP - GATE POST
GF - GAS VALVE
GW - GUY WIRE
HVAC - HEATING, VENTILATION, AIR COND.
HW - HEADWALL
ICY - IRRIGATION CONTROL VALVE
JBX - JUNCTION BOX
LMP - LAMP POST
LP - LIGHT POLE
(M) - MEASURED
MBX - MAILBOX
MB - MAP BOOK
MW - MONITORING WELL
N.G.S. - NATIONAL GEODETIC SURVEY
NIR - NEW IRON ROD
NN - NEW NAIL
NPH - NEW PUNCH HOLE
O/HANG - OVERHANG
PB - POWER BOX
PIN - PARCEL IDENTIFICATION NUMBER
PM - POWER METER
PMH - POWER MANHOLE
PP - POWER POLE
PG - PAGE
PVC - PLASTIC PIPE
RW - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
RW - RETAINING WALL
SBB - BILLBOARD
SDMH - STORM DRAIN MANHOLE
SMP - MULTI-POST SIGN
SSMH - SANITARY SEWER MANHOLE
(T) - TOTAL
TB - TELEPHONE BOX
TBM - TEMPORARY BENCHMARK
TER - TERRACOTTA PIPE
TMH - TELEPHONE MANHOLE
TPED - TELEPHONE PEDESTAL
TSB - TRAFFIC SIGNAL BOX
TVB - CABLE TV BOX
WB - WATER BOX
WM - WATER METER
WSP - WATER SPOUT
WY - WATER VALVE
YI - YARD INLET

THE TRUSTEES OF CENTRAL
PIEDMONT COLLEGE
DB. 31797, PG. 708
LOT 1
MB. 59, PG. 786
PIN: 017-421-11

NGS MONUMENT "JOLLY"
NC GRID NAD 83 (2011)
PUBLISHED AND USED
N=602,229.78
E=1,449,203.04
ELEV=745.84 NAVD 88

1081.93°(GROUND)
1081.76°(GRID)



Know what's below.
Call before you dig.

APPROXIMATE R/W

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.

GPS CERTIFICATION:

I, JUSTIN F. CLOWINGER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: A(1-10.000)
- (2) POSITIONAL ACCURACY: HORIZONTAL N=0.0045; E=0.0052; VERTICAL=0.021
- (3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC; ONLINE POSITION USER SERVICE (NTRIP)
- (4) DATES OF SURVEY: FEBRUARY 18, 2019
- (5) DATUM/EPOCH: NAD83(CONS2011), NAVD 88 LOCALIZATION=120, ZONE: NC 3300
- (6) PUBLISHED/FIXED-CONTROL USE: "NGS MONUMENT "JOLLY"
- (7) GEOD MODEL: GEOD06(CONVLS)
- (8) COMBINED GRID FACTOR(S): 0.99984467
- (9) UNITS: US SURVEY FEET

STATESVILLE ROAD
150' PUBLIC RIGHT-OF-WAY

PRELIMINARY PLAT
NOT FOR RECORDATION
CONVEYANCE OR SALE

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 3/7/15 4640K (DATED: 09/02/15)(ZONE: X UNSHADED) COMMUNITY PANEL NO. 370158 4560K (DATED: 11/16/15)(ZONE: X UNSHADED)

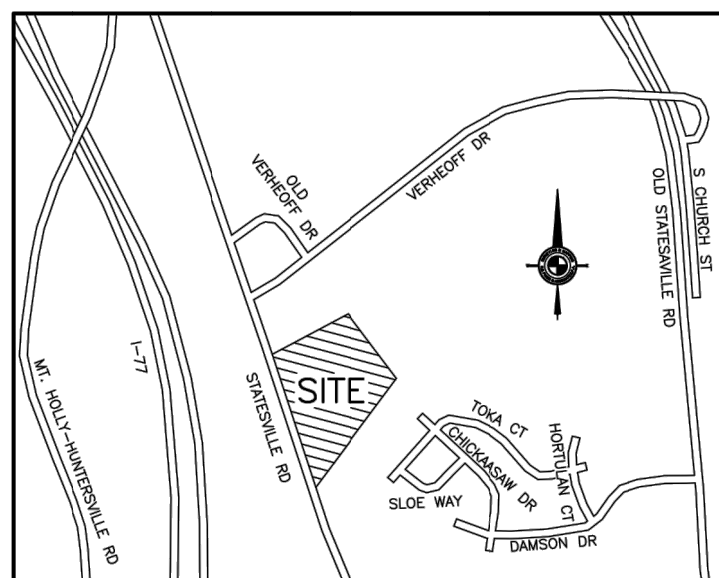
THIS IS TO CERTIFY THAT ON THE 13TH DAY OF MARCH, 2019, AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, 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



REVISIONS			BOUNDARY SURVEY PREPARED FOR:		
			MECKLENBURG COUNTY		
			12300 STATESVILLE ROAD TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NC DEED REFERENCE: 3114-20 TAX PARCEL #: 017-204-03		
			R.B. PHARR & ASSOCIATES, P.A. SURVEYING & MAPPING LITELLSVILLE, NC 28124 TEL: (704) 376-2186		
CREW:	DRAWN:	REVISED:	SCALE:	DATE:	FILE NO. W-5726
DB/GH	CW		1" = 60'	MARCH 13, 2019	JOB NO. 89672

EXISTING CONDITIONS RZ-02



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. ELEVATIONS BASED ON N.G.S. MONUMENT "", ELEVATION - FEET, NAVD 88.
7. BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
8. (road name) IS SHOWN AS A "MAJOR THOROUGHFARE" 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.
9. 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.
10. IN THE ABSENCE OF ANY KNOWN OFFICIAL DOCUMENTATION (E.G. NCDOT RIGHT-OF-WAY (RW) TAKING DEED, HIGHWAY MAP, ETC.), NCDOT RW WIDTH IS PRESUMED TO BE THE NOMINAL WIDTH OF THE ROAD, BYWAY OR HIGHWAY INCLUSIVE OF THE SHOULDERS CURRENTLY MAINTAINED BY NCDOT. HOWEVER, SAID WIDTH HAS FURTHER BEEN DEFINED BY THE NCDOT AS THE WIDTH FROM BACK-OF-DITCH ON ONE SIDE OF A GIVEN ROAD TO THE BACK-OF-DITCH ON THE OPPOSITE SIDE OF SAID ROAD. FURTHERMORE, THE PHYSICAL PRESENCE OF PUBLIC UTILITIES OCCUPYING SUCH CLAIMED MAINTENANCE WIDTH PROVIDES FURTHER EVIDENCE SUPPORTING THE EXISTENCE OF SAID PRESUMPTIVE RW WIDTH.

MECKLENBURG COUNTY PARKS
AND RECREATION DEPARTMENT
DB. 33205, PG. 122

MB. 64, PG. 326
PIN: 017-062-12

WILLIAM GLENN MONTEITH &
DON REID MONTEITH
DB. 3799, PG. 89

MB. 64, PG. 326
PIN: 017-062-11

NGS MONUMENT "M 022"
NC GRID NAD 83 (2011)
MEASURED AND USED
N=597,698.22
E=1,450,482.70
ELEV=819.44 NAVD 88

AREA TABLE
NET AREA - 1,036,249 SQ. FT. OR 23.7890 ACRES
AREA WITHIN R/W - 68,483 SQ. FT. OR 1.5722 ACRES
TOTAL AREA - 1,104,732 SQ. FT. OR 25.3612 ACRES

PLOTTED: 3/25/2019
C:\CARLSON PROJECTS\89\6\89672\DWG\89672.DWG

This document, together



SITE DATA TABLE	
ADDRESS	12300 STATESVILLE ROAD
PARCEL ID	01720403
TOTAL ACREAGE	25.23 AC.
EX. ZONING	SP (CD)
PROP. ZONING	SP (CD)
IMPERVIOUS BEFORE 1979	0.00 AC.
EX. IMPERVIOUS	5.96 AC.
PROP. IMPERVIOUS	10.16 AC.

Kimley»»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
200 SOUTH TRYON STREET SUITE 200, CHARLOTTE, NC 28202
PHONE: 704-333-5131
WWW.KIMLEY-HORN.COM

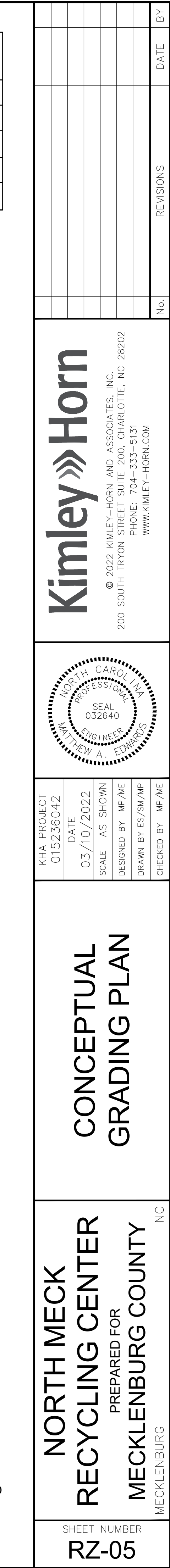


NORTH MECK RECYCLING CENTER PREPARED FOR MECKLENBURG COUNTY MECKLENBURG	SHEET NUMBER RZ-04
---	------------------------------

NORTH MECK RECYCLING CENTER PREPARED FOR MECKLENBURG COUNTY MECKLENBURG	SHEET NUMBER RZ-04
---	------------------------------

The graph shows that the percentage of respondents who believe that the U.S. should take more action to address climate change has generally increased over the period from 2010 to 2014. The percentage starts at approximately 65% in 2010, rises to about 75% in 2011, dips slightly to 70% in 2012, and then rises to about 80% in 2013 and 2014.

Source: Pew Research Center, April 10-14, 2014.



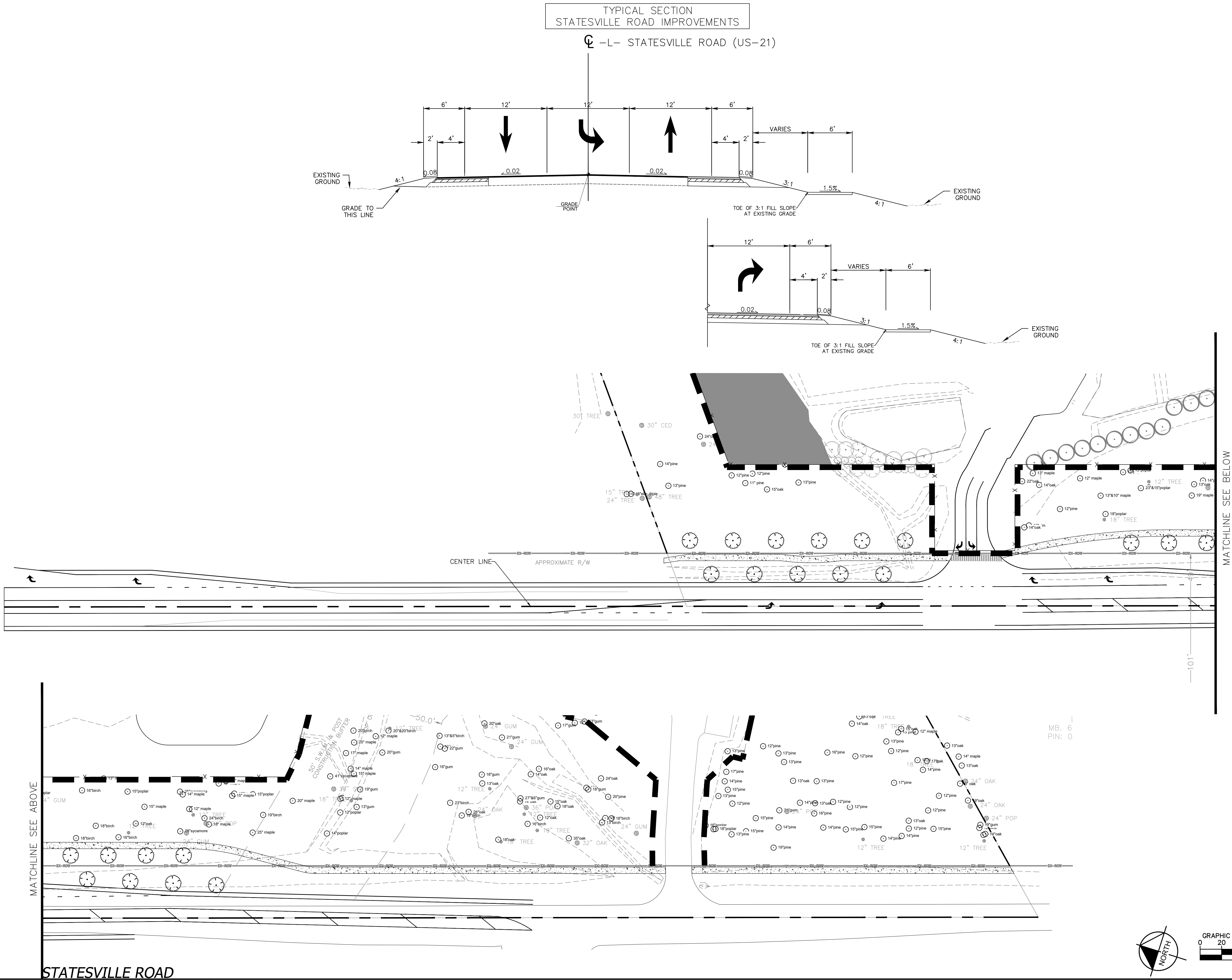
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
200 SOUTH TRYON STREET SUITE 200, CHARLOTTE, NC 28202
PHONE: 704-333-5131
WWW.KIMLEY-HORN.COM

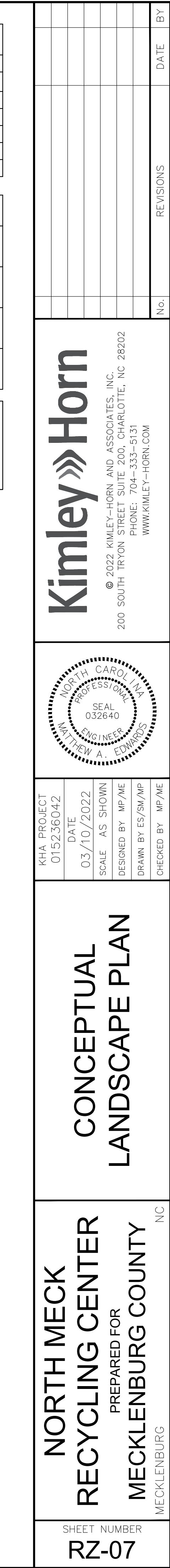


Journal Pre-proof

0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





COMMUNITY MEETING REPORT

Applicant: Mecklenburg County (Mecklenburg County Land Use and Environmental Services Agency)
Rezoning Application No. R21-14

This Community Meeting Report is being filed with the Town of Huntersville Planning Department pursuant to the provisions of the Town of Huntersville Zoning Ordinance.

PERSONS AND ORGANIZATIONS CONTACTED WITH DATE AND EXPLANATION OF HOW CONTACTED:

A representative of the Applicant mailed a written notice of the date and time of the Community Meeting, and information on how to access the Community Meeting to the individuals and organizations set out on Exhibit A-1 attached hereto by depositing such notice in the U.S. mail on November 23, 2021. A copy of the written notice is attached hereto as Exhibit A-2.

DATE, TIME AND LOCATION OF MEETING:

The Community Meeting was held on Wednesday, December 8, 2021 at 6:30 PM. The Community Meeting was a virtual Community Meeting.

PERSONS IN ATTENDANCE AT MEETING:

The Community Meeting was attended by those individuals identified on Exhibit B attached hereto. The Applicant's representatives at the Community Meeting were Jeff Smithberger, Joe Hack, Sr., Darren Steinhilber, Martin Sanford, Steve Hoffman and Derrick Harris of the Applicant, Maitri Meyer of Actually Done, Matt Edwards of Kimley Horn and Associates and John Carmichael of Robinson Bradshaw & Hinson, P.A.

SUMMARY OF ISSUES DISCUSSED:

The Applicant's representatives utilized a power point presentation during the Community Meeting, a copy of which is attached hereto as Exhibit C.

Maitri Meyer, the meeting facilitator, opened the meeting and welcomed everyone. Maitri Meyer stated that there would be a presentation and then a question and answer session. Maitri Meyer instructed the attendees how to ask questions and provide comments.

Jeff Smithberger also welcomed everyone and introduced the Applicant's representatives. Jeff Smithberger provided a preview or summary of the presentation. He stated that the purpose of the meeting is to discuss the rezoning request for the North Mecklenburg Recycling Center, and he stated that some of you may remember that we held a meeting a little over two years ago, in October of 2019, to talk about the rezoning and expanding the recycling center.

We heard quite a lot from folks at that meeting and we went back to revise the design. COVID then happened, which significantly delayed our design work. We have re-designed the project based primarily upon the things that we heard from the last community meeting, and we want to talk tonight about some of those things that have changed.

We did reach out to the Plum Creek HOA, and we talked to those nice folks in July of this year, so they had advanced notice of the things that we are planning. Now we have entered the official rezoning process, and this meeting tonight is part of that process. The proposed improvements

are going to enhance safety, and allow for greater separation of recyclables, meaning we can recycle a few more things than we can now because we will have more space.

Jeff Smithberger shared an aerial photograph that shows the existing conditions on the site. Jeff Smithberger shared a slide that summarizes what has changed since the last public meeting. He stated that we heard loud and clear that you want us to reduce the size, so we have reduced the proposed expansion by approximately 125 feet, so we are 125 feet further from the community of Plum Creek than we were before. That leaves us an average of about a 425-foot buffer from the Plum Creek neighborhood. We are using some of the proposed active use area as buffer, so from the active use area of our facility, we will be more than 500 feet away from any structures in Plum Creek. We have also added a canopy and a noise wall, which we believe will significantly reduce noise that folks would hear from our facility. We have eliminated the driveway that would be connecting to Verhoeff Drive, and we are showing only a stub-out for perhaps future needs, but if we do that, it would likely take another rezoning from my understanding. We will be adding additional roadway improvements on Statesville Road, basically turn lanes. A left turn lane and a right turn lane coming into the facility. Statesville Road is planned for a future expansion, but until that expansion occurs, we have committed as part of this process to add turn lanes into the facility.

Jeff Smithberger shared a site plan of the proposed improvements to the site and he stated that we mailed this to folks on the adjacent property owners list prior to this meeting and if you need a larger copy, we can certainly get you a larger copy. This site plan shows that we will be about 500 feet away, and it shows the noise wall all along the backside of our facility. We are proposing a large canopy area that will be similar to the canopy that we use at our compost central facility, and we will show you shortly pictures of what that canopy will look like.

This next slide contains the north section site line, and the north section site line shows what the visual view would be from Plum Creek towards our facility. If you look towards the right-hand side of the screen, it shows that we will be constructing a noise wall and an earthen embankment on which we will plant evergreen trees. These are meant to both defer visual content so that you do not see us and to mitigate noise.

The next slide is the south section site line. This is a look from the homes in Plum Creek to the facility. Once again, we are adding a noise wall and an earthen embankment with evergreen trees to help visually screen our use and to mitigate noise from our operations.

Jeff Smithberger reviewed the site plan again. The total area in gray over towards the right-hand side that we are adding is almost zero feet at the very top of the site plan, so we will be staying within our current active use boundary there. Going down to the bottom of the site plan, we are adding approximately 270 feet in width. The entirety of that gray triangle is approximately 1.85 acres, so that is the area of the expansion of the active use area. That means that we would also have to have additional storm water controls, and those are shown at the bottom of the drawing in the blue color.

Jeff Smithberger then shared the October 2019 site plan that was shared at the last public meeting. Once again, this is not what we are currently proposing. As you can see, it was bigger, it was more substantial. What we have done is we have pared down the expansion area to be more reflective of what we heard from the community, and to better react by placing different infrastructure on the side of the site near Plum Creek to be a better neighbor.

Jeff Smithberger stated that this is a three-phase construction project. Phase 1 was that we built a new office building on the site for our employees. That office facility has been completed and it is located within the existing active use area, so it did not require a rezoning. Jeff Smithberger shared a picture of the new office building.

Jeff Smithberger shared a picture of the proposed canopy. This is the canopy that we have at our compost central facility. The canopy is sort of a lean-to looking facility. It provides cover and structure for some of the operations that we need to keep out of the weather. Those things include recycling items like televisions and refrigerators.

Jeff Smithberger shared another picture of the canopy that focuses more on the area under the canopy. A difference between this picture and the canopy that would be on the site is that there would be a taller noise wall behind the canopy on the site. We envision that we will lower the back of the canopy structure to match the noise wall.

Jeff Smithberger shared a slide that provides information on the rezoning process. He stated that we will be submitting a revised site plan to the Town. The neighborhood meeting is tonight. The planning board meeting is on January 25 and the Town Board final action is on February 21.

Jeff Smithberger shared a slide about the short term and long-term future of the facility on the site. The new office building was completed in April of 2021. Phase 2 requires that we modify the zoning of the site. We had a public meeting nearly two years ago that I mentioned, and now we are meeting again to talk to the community about the proposed revisions to the site. If our rezoning request is approved, we will prepare detailed construction drawings. We do not have detailed construction drawings at this point because we are going through the rezoning process. We think it will take approximately two years to construct the proposed improvements if the rezoning is approved. Jeff Smithberger discussed other solid waste facilities in Mecklenburg County.

Jeff Smithberger shared a slide that speaks to the desire of Mecklenburg County to be a good neighbor, and he stated that we are committed to being a good neighbor. We are the only solid waste organization in the State of North Carolina to have an Environmental Management System. What that means is that we have an environmental management program with the State of North Carolina that is one-step above the permitting process. We have annual external audits to review our environmental compliance and stewardship. We actively research equipment and processes to have low emission footprints. We also are actively concerned with the noise that comes from our facility, and that is why we have made the revisions to the site plan that we shared tonight.

Jeff Smithberger shared a slide that provides contact information for the County and John Carmichael. Jeff Smithberger thanked everyone for attending the meeting and stated that the presentation has concluded. He stated that the slide deck will be uploaded to the WipeOutWaste.com website. He stated that if you have any questions regarding the rezoning process, you can reach out to John Carmichael.

The Community Meeting was then devoted to a question, answer and comment session. Set out below is a summary of the responses to the questions as well as the comments and concerns that were expressed at the meeting.

- In response to a question regarding what types of materials will be worked on under the canopy, Jeff Smithberger stated that it would be the same materials that we process at the site

now. We are not talking about doing anything differently. It is just doing them in a different spot and location with better cover. We will be extracting freon and we will be storing paper bags. It will be the area where we collect various things like paints and used motor oil.

- An attendee asked if the County would expand its use of mulch and the grinding of trees and would this occur in that area. Jeff Smithberger stated that it would remain towards the central area, about where it is now.

- An attendee asked if the County would implement a system to mitigate odors from the site, and Jeff Smithberger stated that if we need to do so we will. You have our commitment on that. We are not sure that we will need to do it, but we have a contract with a company that can come in and put that in very quickly. The only place that we have that is our compost central facility. Compost central processes about six times as much mulch as this site does, and it has active composting piles, so we did add that system there. However, we will not be doing active composting at this facility. Basically, we grind and haul out at this facility.

- An attendee stated that we asked this question at the last meeting, and the reason that we were given for the expansion and the buffer was to expand that operation, and that was one of the things that brought major concern to the community, not only because of smells, but noise as well. Jeff Smithberger stated that he understands that completely. You have our commitment that if we need to add a system to mitigate odors, we certainly will. At this facility, we have contracted with additional trucks to move the material out, and so one of the things that we are going to do operationally differently, that we have been doing up there now, is that we are not expanding our footprint to process the yard and leaf materials. We will keep that as it is, and we will move things out in a more timely manner.

- An attendee asked what the County is proposing to process or accept for processing in Section 3. Jeff Smithberger stated the things that we are processing now. You have our commitment that we are really not going to take anything different than we take now. If you are familiar with our site now, folks dump things out on the ground and these materials are in the weather. In Section 3, we would be adding a large covered structure where folks would go inside and dump those things out. We envision that we will also be working towards trying to more actively separate things, like wood and cardboard and things that people throw away, so it's going to be the same type of operation but it's going to be covered up to be out of the weather, so if you do happen to go up and throw something away on a rainy day, you won't get wet, and on a sunny day, you won't get nearly as much sun. It will also cut down on some of the noise that you hear from our operation because things will be inside.

- An attendee stated that our concern, at least in my opinion, was your mulching operation, and if you could move that operation closer to Verhoeff and shift some of your other operations back in that area, that would create a lot less angst for the community, because there is virtually nothing going on other than a parking lot for trucks on the Verhoeff side and on the Statesville side. There's no reason, there's plenty of room on that site, there's no reason that you should be doing that operation on the Toka Court side of your site. You have more than enough room to shift that operation on the Verhoeff side of the site and keep it away from the community. There is nothing on Verhoeff over there and there's virtually nothing behind.

Jeff Smithberger stated that we will look into that to see if we can possibly reconfigure, but I guess the way that we were thinking about it is that the grinding takes place up there about once every two weeks, whereas we get materials that come into the site every day, and we felt that by putting anything that may be noisy, which would be a daily activity, in Section 3 it would

be furthest away from the community, but we can certainly look at retooling the covered area into perhaps a different location on the site, and then moving the grinding operation back over towards where the truck driving school is located.

This attendee stated that would make the community happier.

- In response to a question, Jeff Smithberger stated that the noise wall will be a concrete wall or a masonry wall.

- An attendee asked whether the trees in the vegetation barrier would be mature, and how tall the trees would be at installation. Jeff Smithberger stated that it really depends upon the requirements of the Town. We will meet the requirements of the Town, which are fairly prescriptive. They are not going to be seedlings. They will probably be in the 6-to-8-foot-tall evergreen size, I would imagine.

- An attendee asked why the County abandoned the idea of the exit to Verhoeff. Jeff Smithberger stated that we heard loud and clear from the community that they didn't want that potential access going back there, and we looked at the cost that it would take for us to perfect the easement with the community college and the type of roadway construction, and it would be very expensive. We looked at what the turn lanes on Statesville Road would cost, and it was actually about the same cost, and so when we heard from the residents that they didn't want that we thought that we would apply that money to the Statesville Road turn lanes. It seemed logical. We would just continue the circular traffic flow. It makes it an easier site for us to manage when we have only one way in and one way out. In a perfect world, yes, we would like to have an emergency exit, but we can certainly manage this facility. We would be enhancing the size of the entrance road into the site.

- An attendee asked where these documents will be for their review and if they could review the approval timeline again. Jeff Smithberger stated that the documents could be reviewed on the Town's website and that we will put the documents on our website as well, which is WipeOutWaste.com. The Town does not have the final version of the site plan yet because we wanted to get your input first. Jeff Smithberger shared the approval timeline slide again.

- An attendee thanked Jeff Smithberger for the presentation and stated that she thinks that the County has provided a lot of accommodations based on community input. Some of her concerns circle back to how the trees and the plantings of the berm wall are back under the thumb of the Town instead of you guys, so I was going to propose that the trees be planted first, hearing that this is a two-year process. I don't know if that's something that you guys would be able to accommodate, since a lot of those environmental things seem to be pushed back to the Town and Brad. She asked what can we do to help with getting that evergreen berm established.

Jeff Smithberger stated that where that berm is going to be located, we have to do some additional grading out there, so it's not to the right grade that we need to have it at to build other things on. The infrastructure that we need to put in place to get to that, that would likely be one of the first things that we do, but there's a little bit that has to happen before that. However, I will commit to you that when we go do the construction, obviously, the number 2 portion is first, that we will design the construction so that the wall and the berm and the plantings go in first. Now, I don't have an arborist degree, but there are certain times of the year that you can plant trees and certain times of the year that you can't plant trees, and so what we'll try to do is get that

timing down to have that done asap. However, the planting of those trees would be according to the seasonality of what we are dealing with.

This attendee stated that she respects that, and that she will help in any way possible with that, since that is a little bit of her background.

Jeff Smithberger stated that he appreciates that and that we want to plant something that has a long life. He also stated that it has been a challenge to procure larger trees due to supply chain issues.

This attendee reiterated that she is happy to provide assistance. Jeff Smithberger reiterated his commitment to be a good neighbor and to continue to work with the community.

This attendee stated that she appreciates Jeff Smithberger's comment. She stated that many of us that back up to the recycling center could have jumped ship over this past year or two and made a nice chunk of change on the way out, but only one or so I think did that, and not for reasons related to this. She said I know that Rome wasn't built in a day, but I do see that a lot of environmental plantings are done incorrectly or just idiotically, and you wonder who talked to who about the plantings, or did they just find what looked pretty. My other question concerns the grinder. The grinder has increased in frequency to more like two days every couple of weeks, so like back-to-back days. In which Section is the grinder located?

Jeff Smithberger stated that the grinder would be in that large central area, right there where the Number 1 is located on the site plan. That's about where it is now, and so what we've done is we've moved different stuff over towards the Plum Creek neighborhood, but as we heard from another attendee (George), we're going to actively look into what we can do to move that back over to the CPCC side.

This attendee stated that the grinder produces noise that can be heard.

Jeff Smithberger stated that he completely understands. He stated that he has been up there on days when the grinder runs, and he has come over into your neighborhood when the grinder runs and he has listened to it from your neighborhood. Jeff Smithberger stated that while not promising anything, we are looking at a different type of grinder that we could possibly use that might not make as much noise. We are currently using a high speed grinder at this site, and we might try a slow speed grinder. The difference with the slow speed grinder is that it grinds slower and it does not have that deep reverberating sound that the high speed grinder has, but it would require a longer grinding process. Therefore, if we use a slow speed grinder, we might have to grind for three or four days. If we try out a slow speed grinder we could get with your neighborhood to see if you can tell a difference or if you hear a difference.

- In response to a question about the date of the next grinding on the site, Jeff Smithberger stated that I think we just finished up, and so it would likely be sometime toward the very first of January that we have our next grinding. We can certainly schedule that with you all so that you can give it a test listen to see if it sounds better to you.

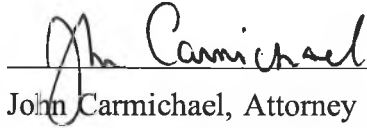
- In response to a question, Jeff Smithberger stated that Brad Priest is the Town Planner the County is working with on this rezoning request. Brad Priest provided his contact information under the Q & A icon. Brad Priest is on the meeting.

Since there were no further questions, Jeff Smithberger concluded the meeting and thanked everyone for their attendance.

CHANGES MADE TO THE APPLICATION AS A RESULT OF THE COMMUNITY MEETING AS OF THE DATE HEREOF:

No changes have been made to the rezoning plan or to the Application as of the date of this Community Meeting Report solely as a result of the Community Meeting.

Respectfully submitted, this 17th day of January, 2022.

_____

John Carmichael, Attorney for the Applicant, Mecklenburg County (Mecklenburg County Land Use and Environmental Services Agency)

CFI Properties, LLC
267 Hempstead Place
Charlotte, NC 28207

Monteith Place Management Company:
Becky Miller
William Douglas Property Management
4523 Park Road, Suite 201A
Charlotte, NC 28209

Commissioner Dan Boone
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Commissioner Stacy Phillips
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Mr. Anthony Roberts, Town Manager
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Mr. Greg Baber, Planning Board Member
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Mr. Frank Gammon, Planning Board
Member
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Mr. Derek Partee, Planning Board
Member
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Monteith Place Homeowners Assoc. Inc.
c/o Tom Murphy, President
Faith Management Services, LLC
Post Office Box 5476
Mooresville, NC 28117

Mecklenburg County
c/o Real Estate/Finance Department
600 East 4th Street, 11th Floor
Charlotte, NC 28202

Plum Creek HOA Contact:
Linda Hopkins
13510 Damson Drive
Huntersville, NC 28078

Mr. John Aneralla, Mayor
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Commissioner Lance Munger
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Commissioner Nick Walsh
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Ms. Jackie Huffman
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Mr. Christopher Boyd, Planning Board
Member
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Ms. Catherine Graffy, Planning Board
Member
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Mr. Jeff Sny, Planning Board Member
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Residential Homeowners Association for
Magnolia Walk Mecklenburg
2127 Ayrslay Town Boulevard, Suite 201
Charlotte, NC 28273

Plum Creek Property Owners
Association, Inc.
c/o Hawthorne Management
4530 Park Road
Charlotte, NC 28209

Plum Creek Management Company
Kendall Murphy
Hawthorne Management Company
PO Box 11906
Charlotte, NC 28220

Ms. Melinda Bales, Mayor Pro-Tem
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Commissioner Brian Hines
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Ms. Janet Pierson, Town Clerk
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

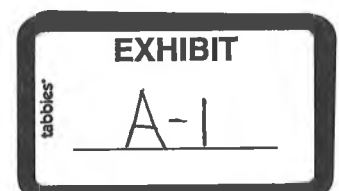
Brad Priest, Principal Planner
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Ms. Jennifer Davis, Vice-Chair of the
Planning Board
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Mr. Scott Hensley, Planning Board
Member
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Mr. Stephen Swanick, Chair of the
Planning Board
Town of Huntersville
P.O. Box 664
Huntersville, NC 28070

Stoneybrook Station Homeowners
Association, Inc.
13925 Ballantyne Corporate Place, Suite
300
Charlotte, NC 28777



Mecklenburg County
c/o Real Estate/Finance Department
600 E 4th Street, 11th Floor
Charlotte, NC 28202

Raymond H. Edwards
Anne S. Edwards
12303 Statesville Road
Huntersville, NC 28078

Sundance Real Estate Investment Group
c/o Joseph R. Listman CPA, PC
5802 Starboard Drive
Greensboro, NC 27410

Don Reid Monteith
William Glenn Monteith
8908 Carleto Ct
Charlotte, NC 28214

Curtis Schiller
Kelli Schiller
13241 Toka Ct
Huntersville, NC 28078

Margaret W. Fink
James L. Fink
13333 Toka Ct
Huntersville, NC 28078

Ellen J. Phelan
Sean C. Phelan
13332 Toka Ct
Huntersville, NC 28078

James Meadows
Diane E. Meadows
13310 Toka Ct
Huntersville, NC 28078

Timothy D Howie
Belinda J Howie
13400 Toka Ct
Huntersville, NC 28078

SFR JV-1 Property LLC
PO Box 15087
Santa Ana, CA 92735

Martha H. Young
5250 Mason Ferry Road
Lake Wylie, SC 29710

Linda S. Hurd
12221 Statesville Road
Huntersville, NC 28078

Huntersville Hunter, LLC
484 Beaten Path Road
 Mooresville, NC 28117

Mecklenburg County
Parks and Recreation Department
5841 Brookshire Blvd
Charlotte, NC 28216

Martha Olstin
Travis Aspy
13303 Toka Ct
Huntersville, NC 28078

Peter Prioleau III
12508 Chickasaw Dr
Huntersville, NC 28078

Sonja L. Austin
Beverly A. Mitzel
13326 Toka Ct
Huntersville, NC 28078

David A. Lemmond
13302 Toka Ct
Huntersville, NC 28078

Ida Jean Porter
Maurice B. Porter
13200 Sloe Way
Huntersville, NC 28078

Plum Creek Property Owner's Association
Inc.
PO Box 87
Huntersville, NC 28078

B. Alex Barnette, Jr.
Lillian U. Barnette
7218 Bud Henderson Road
Huntersville, NC 28078

Vipperman Holdings, LLC
12125 Statesville Road
Huntersville, NC 28078

The Trustees of Central Piedmont College
PO Box 35009
Charlotte, NC 28235

Brock Ryan Schwarz
Pamela Ruth Schwarz
13235 Toka Ct
Huntersville, NC 28078

Jacques Martel
Kristen Martel
13327 Toka Ct
Huntersville, NC 28078

Sean Colas
Jennifer Colas
12502 Chickasaw Drive
Huntersville, NC 28078

Su Su Hlaing
Kyaw Min Tun
2251 Paso Verde Drive
Huntersville, NC 28078

Plum Creek Property Owners Association
Inc.
PO Box 87
Huntersville, NC 28078

Lynn C. Dowell
13206 Sloe Way
Huntersville, NC 28078

CFI Properties, LLC
267 Hempstead Place
Charlotte, NC 28207

**NOTICE TO INTERESTED PARTIES
OF VIRTUAL COMMUNITY MEETING**

Subject: Virtual Community Meeting -- **Rezoning Application No. R21-14** filed by Mecklenburg County (Mecklenburg County Land Use and Environmental Services Agency) to request the rezoning of an approximately 25.36 acre site located on the east side of Statesville Road, just south of the intersection of Statesville Road and Verhoeff Drive (**12230 Statesville Road -- Tax Parcel No. 017-204-03 -- the North Mecklenburg Recycling Center**) from the SP (CD) zoning district to the SP (CD) zoning district

Date and Time of Meeting: Wednesday, December 8, 2021 at 6:30 p.m. – 8 p.m.

Place of Meeting: See Below for Information on How to Access the Virtual Community Meeting

Mecklenburg County (the “Applicant”) has filed a Rezoning Application with the Town of Huntersville requesting the rezoning of an approximately 25.36 acre site located on the east side of Statesville Road, just south of the intersection of Statesville Road and Verhoeff Drive (**12230 Statesville Road -- Tax Parcel No. 017-204-03 -- the North Mecklenburg Recycling Center**) from the SP (CD) zoning district to the SP (CD) zoning district. The purpose of this rezoning request is to accommodate the expansion of the existing area of active use and the construction of accessory buildings and structures for the center. The expansion is necessary to safely accept and process materials in a more modern and efficient manner, while offering better protection to the community with noise abatement infrastructure and turn lanes.

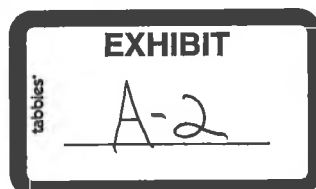
The Applicant (Mecklenburg County) will hold a virtual Community Meeting prior to the Public Hearing on this Rezoning Application for the purpose of discussing this rezoning proposal with nearby property owners and organizations. The Mecklenburg County Tax Records or the Homeowners Association List from the Town of Huntersville indicate that you are an owner of property that is located near the site or a nearby homeowner or property owners association.

Accordingly, you are invited to participate in the virtual Community Meeting regarding this Rezoning Application on Wednesday, December 8, 2021 at 6:30 p.m. to 8 p.m. Area residents and representatives of area organizations or associations who would like to participate in the virtual Community Meeting must register at <https://bit.ly/NMeckDec8> to receive an electronic invitation and link to the virtual Community Meeting. If you do not have access to the internet or cannot otherwise participate in the Community Meeting and would like a hard copy of the presentation mailed to you, please contact John Carmichael at the email address or phone number below.

Once you log into the Community Meeting, a presentation regarding the Rezoning Application will be provided. After the presentation, attendees will have an opportunity to ask questions.

Additionally, for more information on this rezoning request, visit the Town of Huntersville Planning Department’s webpage for this Rezoning Application at <https://www.huntersville.org/2732/R21-14-North-Mecklenburg-Recycling-Cente>.

We look forward to sharing this rezoning proposal with you and to answering your questions.



We have also attached the proposed site plan layout with this letter for you to review prior to the meeting. In the meantime, should you have any questions or comments, please call:

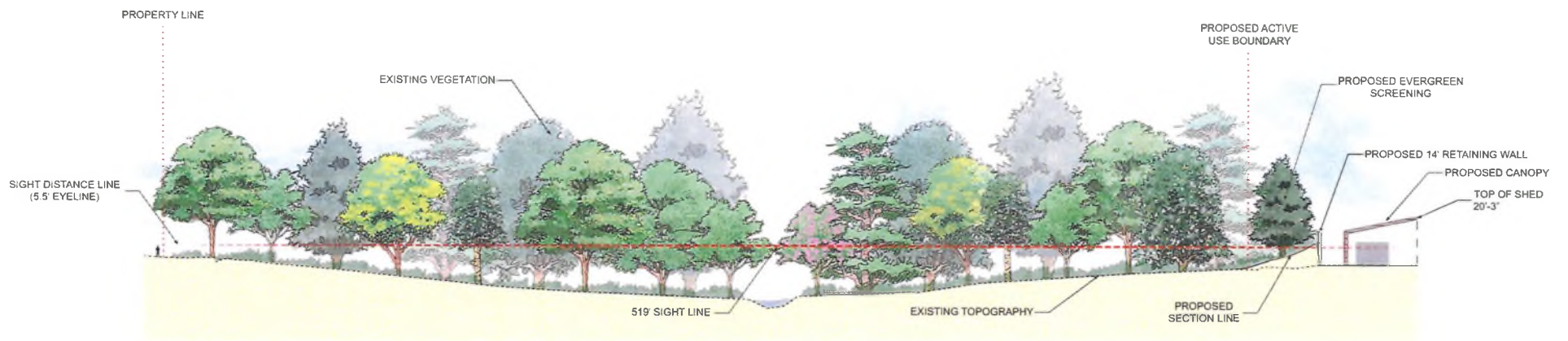
John Carmichael at (704) 377-8341 or

email John Carmichael at jcarmichael@robinsonbradshaw.com.

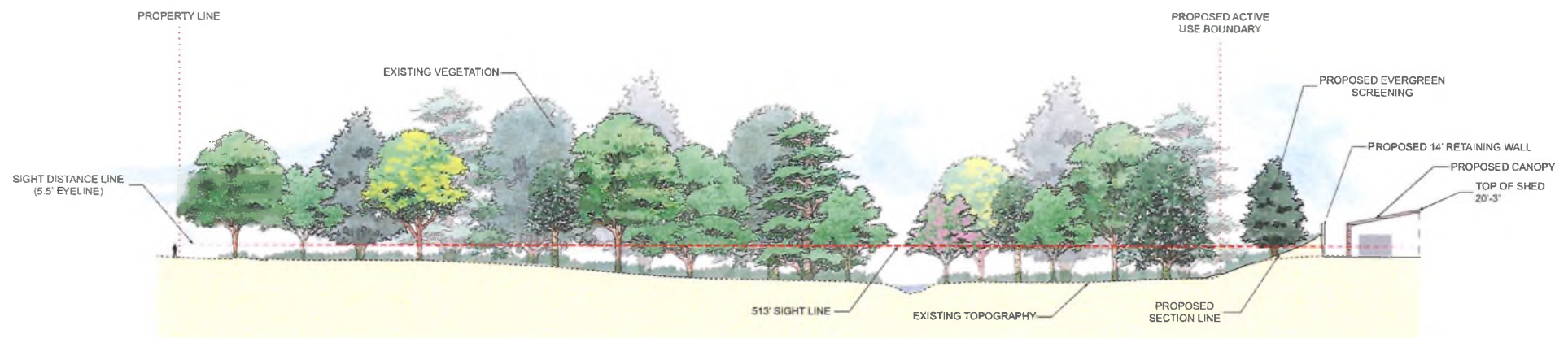
Robinson, Bradshaw & Hinson, P.A.

Date Mailed: November 23, 2021





NORTH SECTION



SOUTH SECTION



PUBLIC MEETING: North Mecklenburg Full Service Center Exp

Dec 08, 2021 06:30 PM EST

Attendee Report: 30 Registrants/22 Attendees

<u>First Name</u>	<u>Last Name</u>	<u>Email</u>	<u>Attended?</u>	<u>Joined Time</u>	<u>Duration</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>
Travis	Aspy	travisaspy@gmail.com	Yes	08 Dec 2021 6:23 PM	52	13303 Toka Court	Huntersville	28078	(704) 728-5259
Uni	Brown Smith	ubsmith@mindspring.com	Yes	08 Dec 2021 6:21 PM	55	13537 Toka Court	Huntersville	28078	(704) 577-8050
John	Carmichael	jcarmichael@robinsonbradshaw.com	Yes	08 Dec 2021 6:25 PM	51	101 North Tryon Street, Suite 1900	Charlotte	28246	(704) 377-8341
Catherine	Carter	ccarter@raftelis.com	Yes	08 Dec 2021 6:29 PM	47				
allison	cochrane	abcochrane13@gmail.com	Yes	08 Dec 2021 6:32 PM	44	13315 Toka Ct.	Huntersville	28078	(704) 619-7040
William	Flythe	newbern1998@gmail.com	Yes	08 Dec 2021 7:01 PM	15	13615 Damson Drive	Huntersville	28078	(252) 670-6272
Ebenezer	Gujjarlapudi	ebenezer.gujjarlapudi@mecklenburgcountync.gov	Yes	08 Dec 2021 6:29 PM	46	2145 Suttle Ave	Charlotte	28208	(980) 314-3629
Derrick	Harris	derrick.harris@mecklenburgcountync.gov	Yes	08 Dec 2021 7:00 PM	3	12300 Statesville Road	Huntersville	28078	(704) 577-2365
steve	hoffman	steve.hoffman@mecklenburgcountync.gov	Yes	08 Dec 2021 6:13 PM	64	20722 Bethel Church Rd	CORNELIUS	28031	(704) 777-1162
Linda	Hopkins	linda.hopkins2010@yahoo.com	Yes	08 Dec 2021 6:31 PM	45	13510 Damson Dr	Huntersville	28078	(252) 343-2348
Leslie	Johnson	leslie.johnson@mecklenburgcountync.gov	Yes	08 Dec 2021 6:23 PM	52				
Jacques	Martel	jacquesmartel10@gmail.com	Yes	08 Dec 2021 6:49 PM	27	13327 Toka Ct	Huntersville	28078	(561) 302-2173
Jacqueline	McNeil	jacqueline.mcneil@mecklenburgcountync.gov	Yes	08 Dec 2021 6:32 PM	44	3205 Freedom Drive	Charlotte	28208	
James	Meadows	ayeayecapn@hotmail.com	Yes	08 Dec 2021 6:46 PM	31	13310 Toka Court	Huntersville	28078	(828) 896 6111
Jeremy OBrien	OBrien	jercarobrien@hotmail.com	Yes	08 Dec 2021 6:21 PM	54	13715 Portpatrick Lane	Matthews	28105	(704) 906-7269
Elaine	Powell	Elaine.Powell@mecklenburgcountync.gov	Yes	08 Dec 2021 6:26 PM	49				
Brad	Priest	bpriest@huntersville.org	Yes	08 Dec 2021 6:26 PM	51	105 Gilead Road - Third Floor	Huntersville	28070	(704) 766-2214
Pamela	Schwarz	pamela.r.schwarz@gmail.com	Yes	08 Dec 2021 6:47 PM	23	13235 Toka Ct.	Huntersville	28078	(919) 607-0236
George	Solomon	wallst71@gmail.com	Yes	08 Dec 2021 6:28 PM	48	13600 Toka Court,	Huntersville	28078	(516) 380-6001
Erin	Stanforth	erin.stanforth@mecknc.gov	Yes	08 Dec 2021 6:57 PM	3				
Robyn	Sullivan	robyn.mcdowell@gmail.com	Yes	08 Dec 2021 6:25 PM	51	13619 DAMSON DR	HUNTERSVILLE	28078	(609) 784-2342
Michael	Whiteman	mike.whiteman@cpcc.edu	Yes	08 Dec 2021 6:29 PM	47				
Michelle	Butler	Michelle.r.butler@gmail.com	No			13321 Toka Ct	Huntersville	28078	(305) 790-1273
Catherine	Costner	chcostner@earthlink.net	No			12204 Santa Rosa Court	Huntersville	28078	(704) 604-7958
Lynn	Dowell	lynn.dowell@yahoo.com	No			13206 Sloe Way	Huntersville	28078	(704) 650-7206
Amber	Grzymiski	amber.grzymiski@mecklenburgcountync.gov	No			2145 Suttle Ave	Charlotte	28208	(980) 314-3855
Jason	Hinsch	jhinsch@carolina.rr.com	No			13525 Toka Court	Huntersville	28078	
Diane	Meadows	diane_e_reynolds@yahoo.com	No			13310 Toka Court	Huntersville		
Tramaine	Mills	Mills.tramaine@yahoo.com	No			11806 Kennon Ridge Lane	Huntersville	28078	(980) 297-1704
Gale	Wactor	Gale.wactor@gmail.com	No						





Mecklenburg County

Solid Waste Management Program

COMMUNITY MEETING

DECEMBER 8, 2021



Community Meeting Welcome

- **Virtual Facilitator:** Maitri Meyer, President, Actually Done
- **Agenda:** Presentation followed by Q&A/participant comments
- **Technology:**

- **Per County policy, this public meeting is being recorded.**
- **All attendees are on mute to minimize background noise.**

To ask a question or comment, please click on the “Q&A” button to submit for moderated verbal response after the presentation. If you prefer to verbally ask your question, please use the use the “Raise Hand” button to be unmuted.

Introductions

Mecklenburg County Staff:

-
- Jeff Smithberger, Solid Waste Director
 - Martin Sanford, Project Mgr.
 - Steve Hoffman, Manager of Field Operations
 - Derrick Harris, Site Manager-North Meck Center
- Joe Hack, Sr. Project Mgr.
Darren Steinhilber, Project Mgr.

External Support:

- Matt Edwards, Kimley-Horn
 - John Carmichael, Robinson, Bradshaw & Hinson, P.A.
- Maitri Meyer, Actually Done

Discussion Overview

- Purpose of this Meeting.
 - To discuss the Rezoning of the North Mecklenburg Recycling Center
 - What has changed since our last Community Meeting?
 - Proposed Improvements are for safety, allow greater separation of recyclables and ease of use.
- Rezoning Process
- Questions & How to Contact us
- This presentation will be recorded

North Mecklenburg Recycling Center

CPCC
Truck
Training

County Property in
Green



Statesville Rd

Chickasaw Dr

Tracy Ct

Sloe Wy



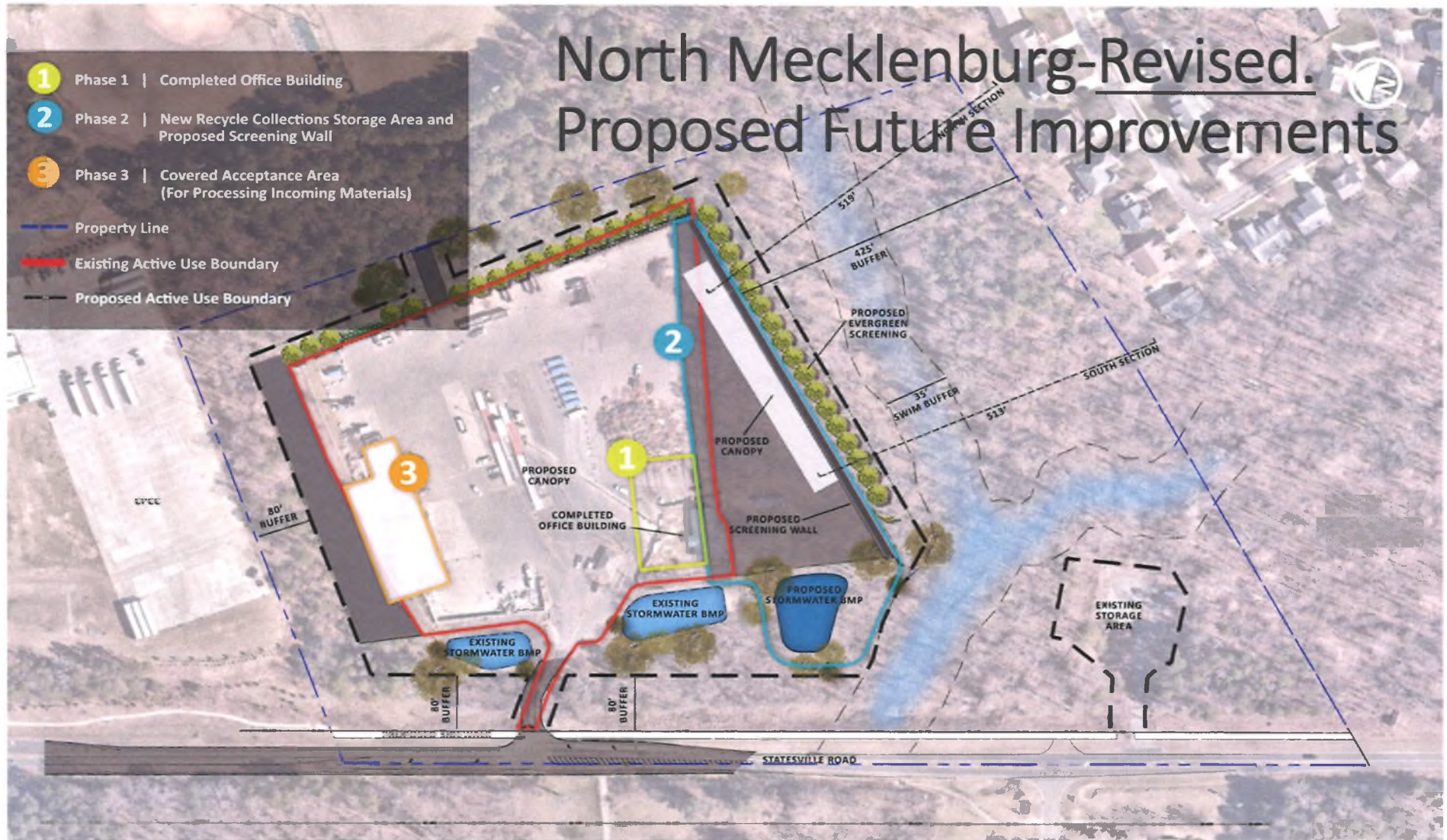
What has Changed since our Last Public Meeting?

- We reduced the original proposed expansion by an average of 125 feet, leaving 425 feet of buffer from Plum Creek neighborhood.
- We have incorporated an earth berm and noise wall with vegetative buffer after listening to your concerns.
- Added a canopy, similar to Compost Central, to the 'expansion zone', which is believed will further reduce noise.
- Eliminated driveway connecting to Verhoeff Drive
- Will be adding additional roadway improvements on Statesville Road (turnlanes).

North Mecklenburg-Revised. Proposed Future Improvements

- 1 Phase 1 | Completed Office Building
- 2 Phase 2 | New Recycle Collections Storage Area and Proposed Screening Wall
- 3 Phase 3 | Covered Acceptance Area (For Processing Incoming Materials)

— Property Line
— Existing Active Use Boundary
— Proposed Active Use Boundary



Revised Improvements North Section Site Line



Plum Creek

County Center

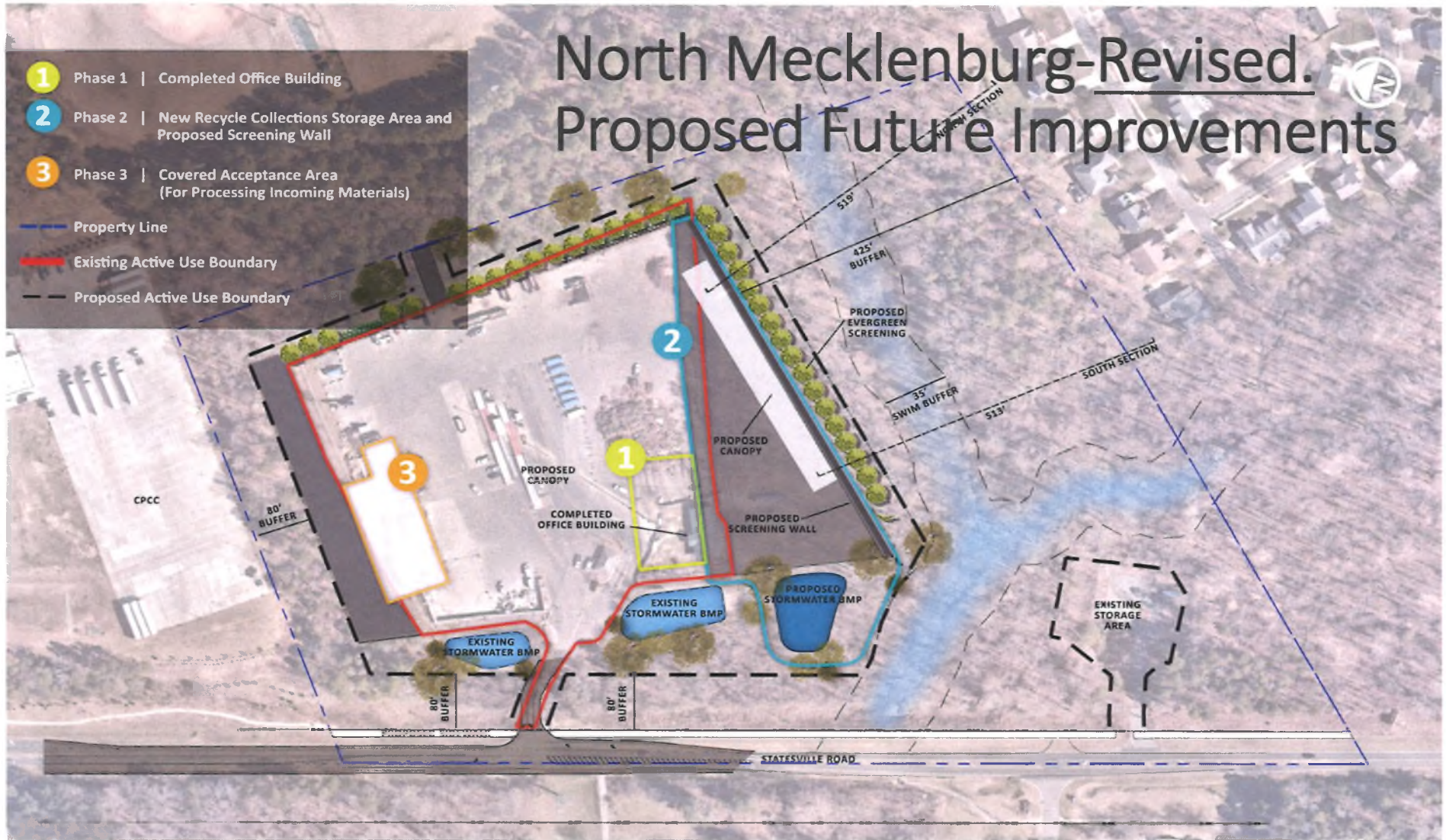
Revised Improvements South Section Section Site Line



North Mecklenburg-Revised. Proposed Future Improvements

- 1 Phase 1 | Completed Office Building
- 2 Phase 2 | New Recycle Collections Storage Area and Proposed Screening Wall
- 3 Phase 3 | Covered Acceptance Area (For Processing Incoming Materials)

Property Line
Existing Active Use Boundary
Proposed Active Use Boundary



North Mecklenburg Recycling Center- “Old” Proposed Improvements





North Mecklenburg Recycling Center- Improvements – Phase 1



Canopy Area

Compost Central Facility and Canopy
Area



Existing Canopy Area
North Meck will follow a similar
design

Rezoning Process

Process Type	Pre-Submittal Meeting & APFO/TIA 1	Plan Submission Deadline 2	Neighborhood Meeting 3	Call Public Hearing 4	Agenda Deadline 5	Town/Planning Joint Public Hearing 6	Planning Board Meeting 7	Town Board Final Action 8
Rezoning/Text Amend		Nov 1		Dec 6	Dec 13	Jan 3, 2022	Jan 25, 2022	Feb 21, 2022
Special Use Permit	Anytime prior to plan submission date	Nov 1					Dec 21	Jan 18, 2022
Conditional Rezoning		Nov 1	prior to Jan 3, 2022	Jan 3, 2022	Jan 18, 2022	Feb 7, 2022	Feb 22, 2022	Mar 21, 2022
Subdivision		Nov 1	prior to Dec 21				Jan 25, 2022	Feb 21, 2022

Solid Waste Future – Short and Long Term

New Office Building was completed in April 2021 at North Meck as part of Phase I to support staff at the facility with ADA Compliant facilities.

North Meck Phase II requires that we modify our Zoning Use Agreement with the Town of Huntersville. We had a Public Meeting nearly 2 years ago, and then met with the HOA in July as a re-start of this Rezoning process.

If approval is granted by the Town of Huntersville, the County will initiate work on detailed construction drawings and initiate work for the expansion area and Statesville Roadway Improvements with NC DOT. Estimated to take approximately 2 years.

The County is planning for the future needs for waste recycling/disposal at all of our staffed Drop Off Centers. The rezoning request for the North Meck facility is part of that process.

Mecklenburg County Solid Waste is Committed to be a “Good Neighbor”

Mecklenburg County Solid Waste is the **ONLY** Solid Waste Organization in the State of North Carolina to have an Environmental Management System Program (EMS) with State approval.

We have annual external audits to review our Environmental Compliance and Stewardship.

We actively research equipment & processes to have low emission footprints and our selection preference references that.

We will commit to giving you access to provide ongoing feedback to us.



Thanks for your time.

What questions can we answer?

Contact Mecklenburg County Solid Waste for assistance at:

Email us at: SolidWaste@MeckNC.gov

Jeff Smithberger, Director

Joe Hack, Sr. Project Manager

www.WipeOutWaste.com

Questions about the Rezoning Application should be addressed to:



John Carmichael at (704) 377-8341 or

email John Carmichael jcarmichael@robinsonbradshaw.com.

Robinson, Bradshaw & Hinson, P.A.



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 ~~fifty (50)~~ 100 or more peak hour vehicle trips or ~~500~~ 1,000 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: Darren Steinhilber, Mecklenburg County Solid Waste

Project Name: North Mecklenburg Recycling Center - Facility Expansion

Location: 12300 Statesville Rd, Huntersville, NC 28078

Project Description (including square footage for each proposed land use):

The existing site consists of an approximate 5.98 AC (260,488 sf) recycling facility. This project proposes to increase the active use area to ~~14.6 AC~~ 10.17ac

(635,976 sf) to allow for better accommodation of customers and safer vehicle movement on the site. A 2000 SF building is proposed as part of the Conditional Rezoning to provide ADA-compliant facilities for staff.

Applicant's Signature

Date

5/24/19

Please feel free to contact the Planning Department @ (704) 875-7000 if you have any questions.

Project file#: _____

Date Submitted: 7/22/19

Daily Trips Anticipated: 866

Peak Hour Trips Anticipated: AM 47 PM 0

TIA Required (Yes/No): NO

Date of Determination: 7/25/19

Determination made based on
daily and hourly customer data at
existing facility.



PO BOX 664 | HUNTERSVILLE NORTH CAROLINA 28070

PUBLIC HEARING

Date: February 7, 2022
Time: 6:00 pm
Location: **Virtual Meeting:** Town Hall 101 Huntersville-Concord Road
(subject to change please view meeting agenda posted prior to meeting for current COVID-19 restrictions)

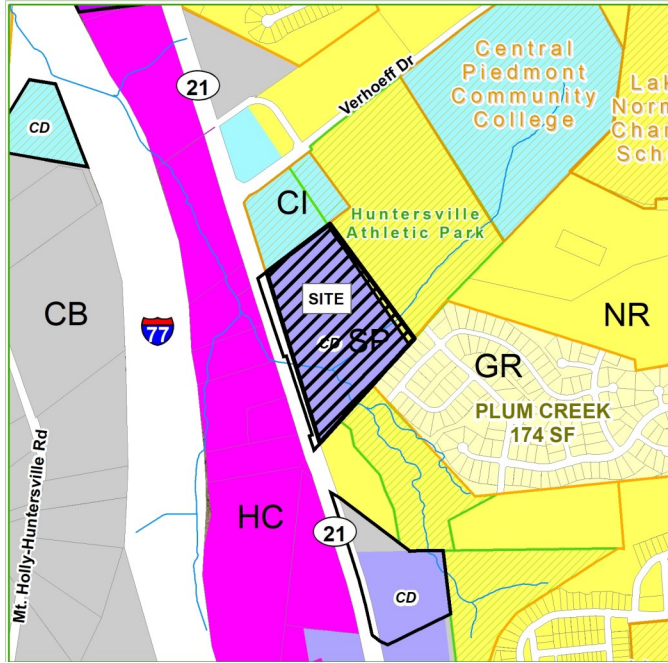
Applicant: Mecklenburg County
Project: R21-14 North Meck Recycling Center

Public Meeting Dates

Meeting Type	Purpose	Date & Time
Neighborhood Meeting	Informational	December 8, 2021
PUBLIC HEARING	Public Meeting	February 7, 2022 @ 6 pm
Planning Board	Recommendation	February 22, 2022 @ 6:30 pm
Town Board	Approval/Denial	March 21, 2022 @ 6 pm *

* Tentative—check www.huntersville.org for latest dates

PUBLIC NOTICE DATE FEBRUARY 7, 2022 | R21-14 NORTH MECK RECYCLING CENTER
NOTICE OF PUBLIC HEARING FOR REZONING REQUEST



Zoning Map Legend:

GR = General Residential Site = Location for rezoning
CB = Corporate Business HC = Highway Commercial
NR = Neighborhood Residential CI = Campus Institutional

An application has been submitted to rezone the 'Site' at 12230 Statesville Road.

CURRENT ZONING is Special Purpose Conditional District (SP-CD)

PROPOSED ZONING is Special Purpose Conditional District (SP-CD) for the purpose of amending conditional rezoning to expand the active area of the facility.

The Town Board meeting will be held virtually. Members of the public may attend the meeting via livestream at <https://www.facebook.com/HuntersvilleNCTownGovernment>. The public is invited to comment during public comments or during public hearings by telephonic communication in accordance with instructions sent to persons who have registered with the Town Clerk no later than 3 p.m. on February 7, 2022 to speak by telephonic communication. The 3-minute time limit for speakers still applies. The public may also submit comments by email to the Town Clerk at jpierson@huntersville.org. Emailed comments should be received by 3 p.m. on February 7, 2022. The Town Clerk may be reached by email to jpierson@huntersville.org or by phone at (704) 766-2202.

Please check the meeting agenda for all final meeting arrangements which may be adjusted to address public safety due to risks associated with COVID-19.

FOR ADDITIONAL INFORMATION

Contact: Brad Priest, Principal Planner

Phone: 704-766-2214

Email: bpriest@huntersville.org

Online: www.huntersville.org - search: **R21-14**

ownerlastn	ownerfirst	cownerfirs	cownerlast	mailaddr1	city
ASPY	TRAVIS	MARTHA	OLSTIN	13303 TOKA CT	HUNTERSVILLE
BARNETTE	B ALEX JR	LILLIAN U	BARNETTE	7218 BUD HENDERSON RD	HUNTERSVILLE
BUTLER	KEVIN	MICHELLE	BUTLER	13321 TOKA CT	HUNTERSVILLE
CFI PROPERTIES LLC			PATRICK HIGHWAY 49 LLC	267 HEMPSTEAD PLACE	CHARLOTTE
COCHRANE	ALLISON			13315 TOKA CT	HUNTERSVILLE
COLAS	JENNIFER	SEAN	COLAS	12502 CHICKASAW DR	HUNTERSVILLE
EDWARDS	RAYMOND H	ANNE S	EDWARDS	12303 STATESVILLE RD	HUNTERSVILLE
FINK	JAMES L		MARGARET W FINK	13333 TOKA CT	HUNTERSVILLE
HURD	LINDA S			12221 STATESVILLE RD	HUNTERSVILLE
LEMMOND	DAVID A			13302 TOKA CT	HUNTERSVILLE
MARTEL	JACQUES	KRISTEN	MARTEL	13327 TOKA CT	HUNTERSVILLE
MEADOWS	DIANE E	JAMES	MEADOWS	13310 TOKA CT	HUNTERSVILLE
MECKLENBURG COUNTY			C/O REAL ESTATE /FINANCE DEPT	600 E 4TH ST 11TH FLOOR	CHARLOTTE
MECKLENBURG COUNTY PARKS AND F				5841 BROOKSHIRE BLVD	CHARLOTTE
MITZEL	BEVERLY A		SONJA L AUSTIN	13326 TOKA CT	HUNTERSVILLE
MONTEITH	WILLIAM GLENN		DON REID MONTEITH	8908 CARLETO CT	CHARLOTTE
PHELAN	SEAN C	ELLEN J	PHELAN	13332 TOKA CT	HUNTERSVILLE
PLUM CREEK PROPERTY OWNERS ASS				PO BOX 87	HUNTERSVILLE
PORTER	MAURICE B		IDA JEAN PORTER	13200 SLOE WAY	HUNTERSVILLE
SCHILLER	CURTIS	KELLI	SCHILLER	13241 TOKA CT	HUNTERSVILLE
SCHWARZ	BROCK RYAN	PAMELA RUTH	SCHWARZ	13235 TOKA CT	HUNTERSVILLE
SHICK	WILLIAM R			13309 TOKA CT	HUNTERSVILLE
STEINBAUER	TROY A			12508 CHICKASAW DR	HUNTERSVILLE
SUNDANCE REAL ESTATE INVESTMEN			/O JOSEPH R LISTMAN CPA,PC	5802 STARBOARD DR	GREENSBORO
THE TRUSTEES OF CENTRAL PIEDMON				PO BOX 35009	CHARLOTTE
TUN	KYAW MIN	SU SU	HLAING	2251 PASO VERDE DRIVE	HUNTERSVILLE
VIPPERMAN HOLDINGS LLC				12125 STATESVILLE RD	HUNTERSVILLE
YOUNG	MARTHA H			5250 MASON FERRY RD	LAKE WYLIE
RESIDENTIAL HOMEOWNERS ASSOCIATION FOR MAGNOLIA WALK MECKLE			C/O MATTAMY CAROLINA CORPORA	2127 AYRSLEY TOWN BLVD	CHARLOTTE

state	zipcode
NC	28078
NC	28078
NC	28078
NC	28207
NC	28078
NC	28078
NC	28078
NC	28078
NC	28078
NC	28078
NC	28078
NC	28202
NC	28216
NC	28078
NC	28214
NC	28078
NC	28078
NC	28078
NC	28078
NC	28078
NC	28078
NC	28078
NC	27410
NC	28235
NC	28078
NC	28078
SC	29710
NC	28273

Bradley Priest

From: Hack, Joe <Joe.Hack@mecklenburgcountync.gov>
Sent: Wednesday, October 23, 2019 2:59 PM
To: Bradley Priest
Cc: Smithberger, Jeffrey; Steinhilber, Darren J.; John Carmichael (JCarmichael@robinsonbradshaw.com); Jack Simoneau
Subject: Solid Waste Management Facility at 12300 Statesville Road in Huntersville

Brad,

We have been made aware of the Stone Fly that that is present in select surface waters near our facility.

To get a better understanding on the impact of our proposed project we reached out to the LUESA Water Quality Group for guidance. The response is in the email below.

If you have any questions specific to the Stone Fly please reach out to Rusty Rozzelle.

Thank-you

Joseph S. Hack, QEP
Solid Waste Management
Mecklenburg County
2145 Suttle Avenue
Charlotte, NC 28208
Office (980) 314-3864
Cell (704) 634-6517

From: Rozzelle, Rusty <Rusty.Rozzelle@mecklenburgcountync.gov>
Sent: Tuesday, October 1, 2019 5:15 PM
To: Smithberger, Jeffrey <Jeffrey.Smithberger@mecklenburgcountync.gov>
Cc: Canaan, Dave <Dave.Canaan@mecklenburgcountync.gov>
Subject: Solid Waste Management Facility at 12300 Statesville Road in Huntersville

Jeff,

As a follow up to our conversation On October 1, 2019, the County property located at 13230 Toka Court in Huntersville includes a tributary of Torrence Creek where Charlotte-Mecklenburg Storm Water Services has observed Stone Fly larvae, an aquatic organism that is an indicator of good water quality conditions. The County has restored several segments of Torrence Creek downstream of this tributary, including the installation of habitat in support of aquatic organisms. The desire is that the Stone Fly larvae in the tributary on the County's property at 13230 Toka Court will serve to repopulate Stone Flies into our restored downstream reaches. Stone Flies are not endangered species and are not protected by any State or Federal laws. In addition, the County's solid waste management facility at 12300 Statesville Road in Huntersville drains to a different tributary of Torrence Creek downstream of the property at 13230 Toka Court; therefore, none of the development activities on this site will negatively impact the Stone Fly population (see image below). Also, Charlotte-Mecklenburg Storm Water Services inspected the tributary at 12300 Statesville Road and Stone Flies were not detected. I do not know of any obstacles from a water quality perspective that should prevent the expansion of the County's solid waste management facility at 12300 Statesville Road.

This aerial map shows the Huntersville area. A green boundary outlines a specific area, and a yellow line marks another boundary. Labels include 'Huntersville', 'Torrence Creek', 'I-77', 'US-21', and several street names like 'Sloa Wy', 'Chickasaw Dr', 'Flatwoods Ct', 'Damson Dr', 'Silverheel Ln', 'Surge Al', 'Mesquite Rd', and 'Torrent Al'.

2

Storm Water's WHY statement: *We are passionate about making our environment safe and healthy by reducing flood losses and improving water quality for all.*



Bradley Priest

From: Powell, Elaine M <Elaine.Powell@mecklenburgcountync.gov>
Sent: Monday, February 21, 2022 11:18 PM
To: Bradley Priest
Subject: RE: North Meck Full Service Recycling Center expansion

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

Dear Mr. Priest,

I'd like to express my support for the North Meck Full Service Recycling Center expansion plans. As we experience rapid growth in North Mecklenburg we must invest in expanding and updating our materials recovery sites. I was at the North Meck site on Saturday 2/19 and I had to wait in line to park to recycle my clean cardboard. The needs are real in North Mecklenburg and we must do all we can to promote resource recovery and responsible waste management.

Sincerely,

Commissioner Elaine Powell



Elaine M. Powell
Board Vice-Chair
Mecklenburg County Commissioner, District 1
Mecklenburg County Government
600 East 4th Street, 11th Floor
Charlotte, NC 28202
Office: 980-314-2876 | Elaine.Powell@MeckNC.gov

From: Bradley Priest <bpriest@huntersville.org>
Sent: Wednesday, December 8, 2021 7:24 PM
To: Powell, Elaine M <Elaine.Powell@mecklenburgcountync.gov>
Subject: [External]RE: North Meck Full Service Recycling Center expansion

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.

Of course! They certainly are. If you have any questions about the process or plan, please let me know. I'm glad everything seemed to go well.

Bradley D. Priest, AICP
Principal Planner
Town of Huntersville
704-766-2214
105 Gilead Road – Third Floor
bpriest@huntersville.org
www.huntersville.org



From: Powell, Elaine M <Elaine.Powell@mecklenburgcountync.gov>

Sent: Wednesday, December 8, 2021 7:20 PM

To: Bradley Priest <bpriest@huntersville.org>

Subject: North Meck Full Service Recycling Center expansion

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.

Thank you for being at the Webinar tonight 😊

These virtual meetings are interesting...



Elaine M. Powell

Board Vice-Chair

Mecklenburg County Commissioner, District 1

Mecklenburg County Government

600 East 4th Street, 11th Floor

Charlotte, NC 28202

Office: 980-314-2876 | Elaine.Powell@MeckNC.gov

OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Charlotte Observer** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(202) 713-5613**.

Notice ID: Ax2S18T1AaEirDyl0uux | **Proof Updated: Jan. 20, 2022 at 12:47am EST**
Notice Name: February 7 | Publisher ID: CLM_000259

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Tracy Barron
tbarron@huntersville.org
(704) 766-2202

FILING FOR

Charlotte Observer

Columns Wide: 1**Ad Class: Legals**

01/24/2022: Other Public Notices Notice	31.45
01/31/2022: Other Public Notices Notice	31.45

Subtotal	\$62.90
Tax %	0.00
Processing Fee	\$6.29
Total	\$69.19

NOTICE OF PUBLIC HEARING

The public is put on notice that the Town of Huntersville will hold a public hearing on Monday, February 7, 2022 at 6PM on the following petitions. This public hearing will be held in person or virtually at Town Hall located at 101 Huntersville-Concord Road Huntersville NC 28078. Please confirm the meeting format and how to participate in public comments, if you so choose, on the published meeting agenda one week prior to the meeting. COVID-19 protocols will be in place for an in-person meeting. R21-14, a request by Mecklenburg County to amend the SP-GD rezoning plan for their facility at 12230 Statesville Road (tax ID 01720403) to expand the boundaries of the active area of the facility. R21-16, a request by Mosaic Development Group to rezone (+/- 9.8 acres) 9102 Beatties Ford Rd from Rural District (R) to Neighborhood Residential Conditional District (NR-CD) for age restricted multifamily housing. The public is invited to attend the hearing and comment on the proposed changes. Substantial changes may occur to the request based on comments. For further information please contact the Planning Dept. at 704-875-7000 or go to www.huntersville.org.

CLM_000259

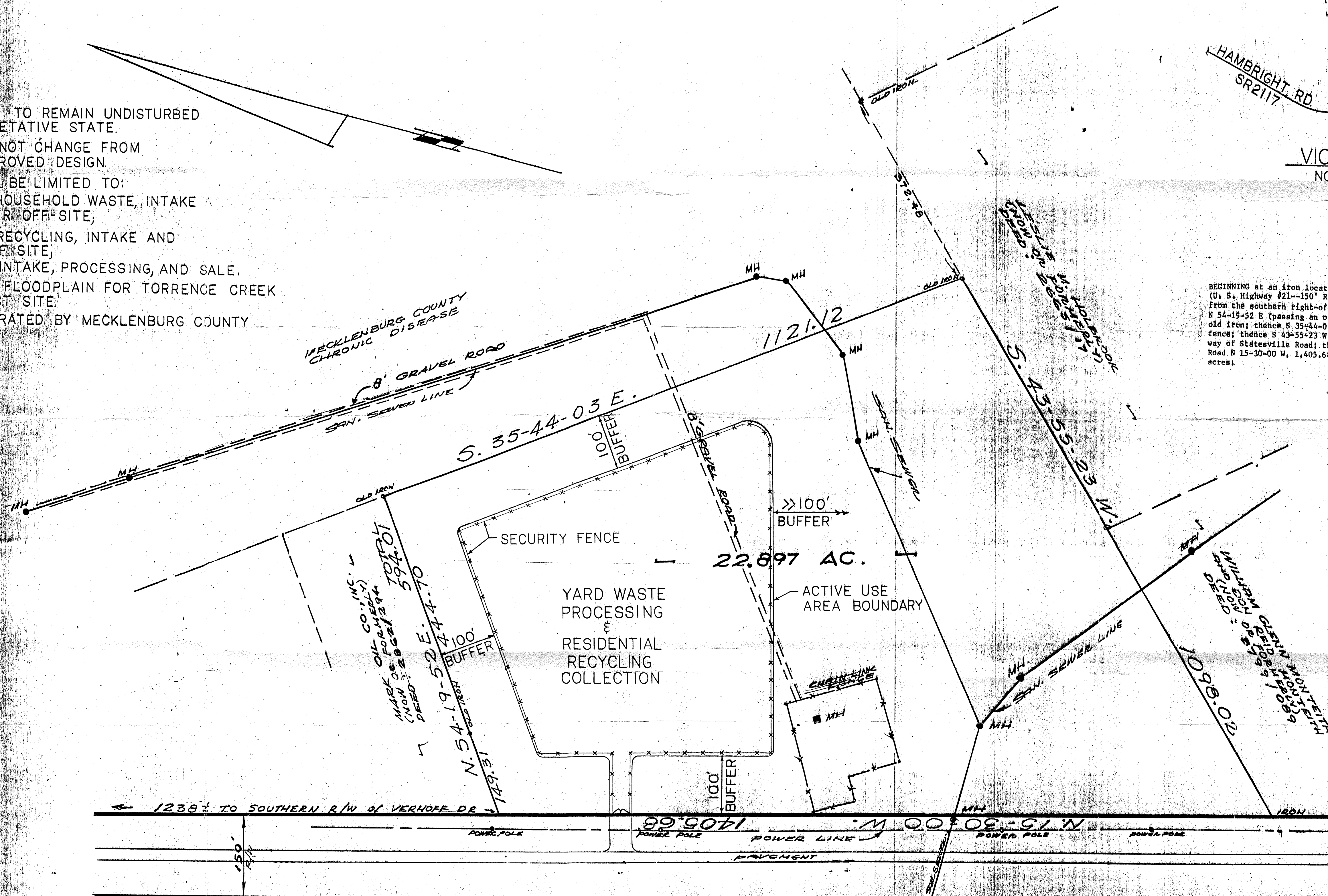
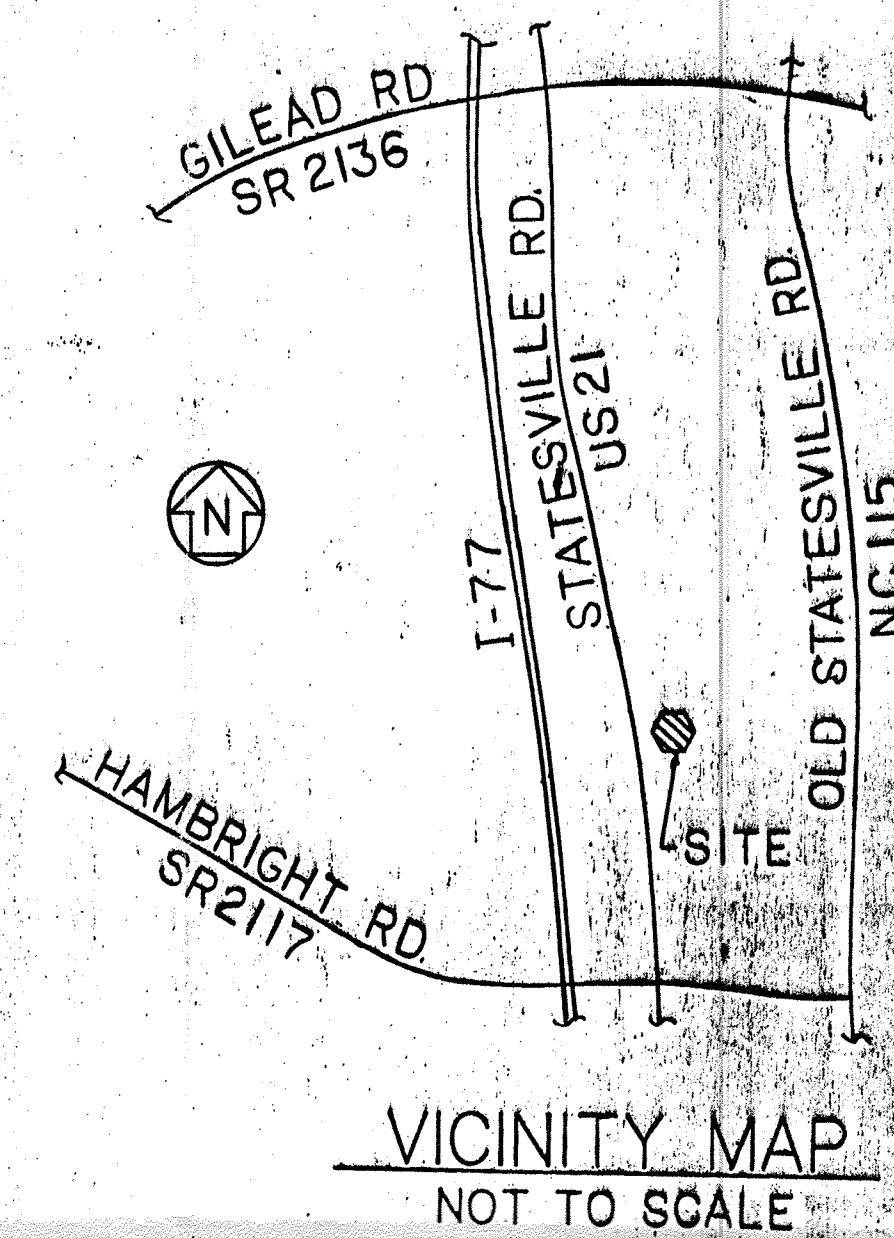
Published Jan 24 and 31, 2022

EXISTING ZONING: I-2 (C.U.P)
REVISED ZONING : I-2 (CD)

MECKLENBURG COUNTY REZONING PLAN
FOR
YARD WASTE AND RESIDENTIAL RECYCLING
US21 NORTH

NOTES

1. EXISTING BUFFER TO REMAIN UNDISTURBED IN NATURAL VEGETATIVE STATE.
2. DRIVEWAY WILL NOT CHANGE FROM PREVIOUSLY APPROVED DESIGN.
3. ACTIVITIES WILL BE LIMITED TO:
 - RESIDENTIAL HOUSEHOLD WASTE, INTAKE AND TRANSFER OFF-SITE;
 - RESIDENTIAL RECYCLING, INTAKE AND TRANSFER OFF-SITE;
 - YARD WASTE, INTAKE, PROCESSING, AND SALE.
4. THE REGULATED FLOODPLAIN FOR TORRENCE CREEK DOES NOT IMPACT SITE.
5. OWNED AND OPERATED BY MECKLENBURG COUNTY GOVERNMENT

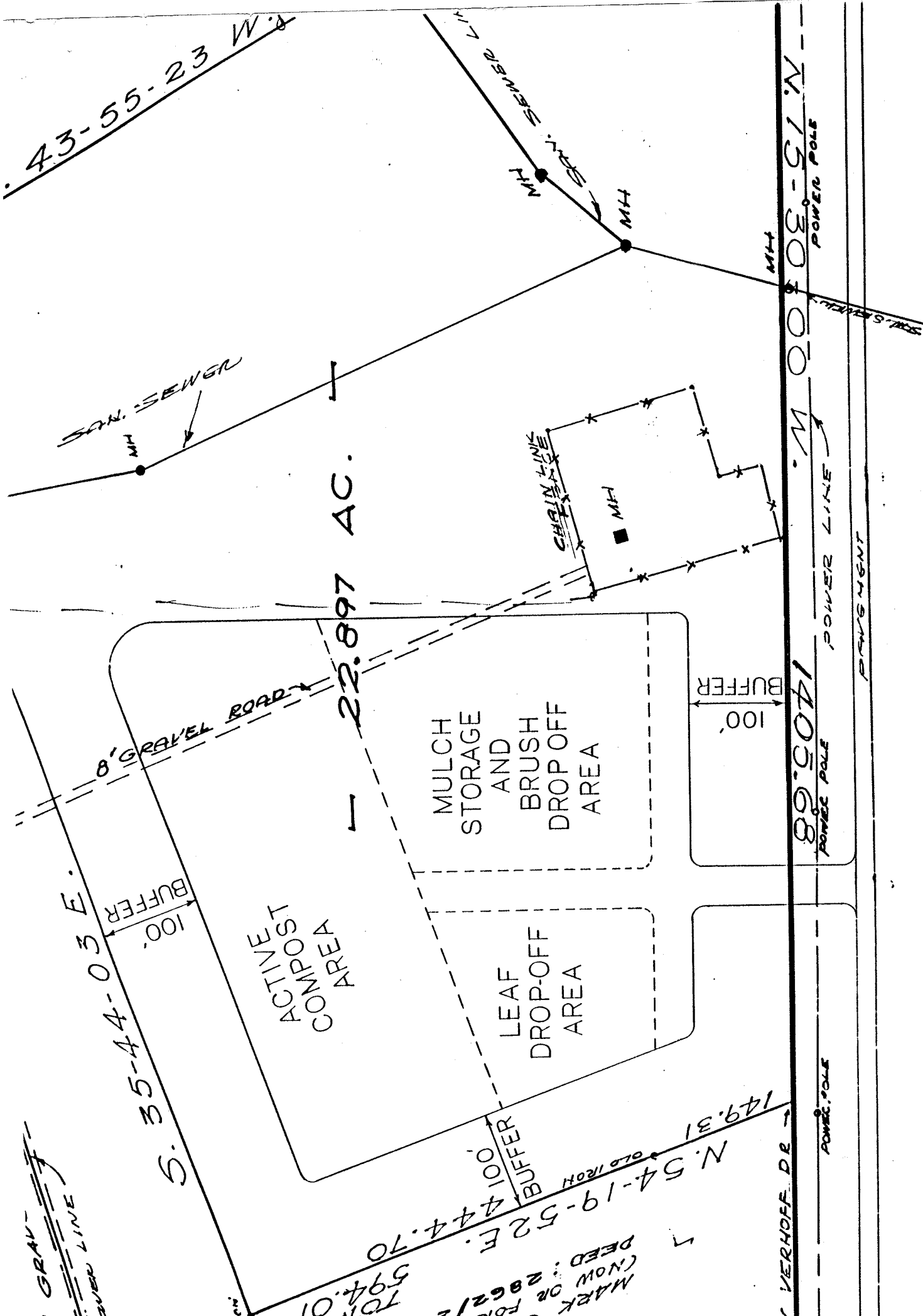


LEGAL DESCRIPTION
BEGINNING at an iron located on the eastern right-of-way of Statesville Road (U. S. Highway #21--150' R/W), said iron also located approximately 1,730' East from the southern right-of-way of Verhoff Drive; thence from said BEGINNING point N 54-19-52 E (passing an old iron at 149.31 feet) a total of 394.01 feet to an old iron; thence S 35-44-03 E, 1,121.12 feet to an old iron found near an old fence; thence S 43-55-23 W, 1,098.02 feet to a new iron on the eastern right-of-way of Statesville Road; thence with said eastern right-of-way of Statesville Road N 15-30-00 W, 1,403.68 feet to the POINT OF BEGINNING, containing 22.897 acres.

STATESVILLE RD.
U.S. HWY. #21

Approved: *Hendershott*
Board of Commissioners
5/17/94
DATE APPROVED: *5/17/94*
REVISION 1 : 4-22-94

NORTH MECKLENBURG
YARD WASTE PROCESSING
&
RESIDENTIAL RECYCLING
FACILITY
SITE PLAN



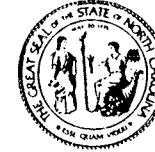
STATESVILLE RD. #11111

TOWN OF HUNTERSVILLE

P.O. BOX 664

PHONE 875-6541

HUNTERSVILLE, NORTH CAROLINA 28078



March 1, 1989

Mr. Alan Giles
Mecklenburg County Engineering
700 N. Tryon Street
Charlotte, NC 28202

Dear Mr. Giles:

This is to confirm that on February 21, 1989 the Board of Commissioners of the Town of Huntersville approved rezoning of Tax Parcel 017-061-03 from Highway Business to Heavy Industrial, with a conditional use permit to allow Mecklenburg County to establish a yard waste processing center.

The approval was for the original site plan submitted with Mecklenburg County's rezoning application (partial photo copy attached). In addition, the following conditions were placed upon the property to ensure its compatibility with adjoining properties and minimize any adverse impacts:

- development to be restricted to the development area shown on the site plan, submitted by Mecklenburg County as a part of this petition;
- 100 foot buffer surrounding the site to remain undisturbed, except for access road illustrated on the site plan;
- security fence to surround the active site, adjacent to U.S. 21, fence to be screened from U.S. 21 by placement east of the 100 foot buffer area.

If you have any questions or need additional information about this decision, please do not hesitate to call.

Very truly yours,

Ann Hammond
Town Planner

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. If you are applying for two (2) actions, provide a separate application for each action. **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
- ☐ REVISION to _____
- ☐ SPECIAL USE PERMIT
- ☐ Other _____

SUBDIVISION CATEGORIES: *Per the Huntersville Subdivision Ordinance*

- ☐ SKETCH PLAN
- ☐ PRELIMINARY PLAN
- ☐ FINAL PLAT (includes minor and exempt plats)
- ☐ FINAL PLAT REVISION
- ☐ FARMHOUSE CLUSTER

2. Project Data

Date of Application August 1, 2019

Name of Project North Mecklenburg Recycling Center - Safety Improvements Phase # (if subdivision) _____

Location 2300 Statesville Road, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 017-204-03

Current Zoning District SP (CD) Proposed District (for rezonings only) SP (CD)

Property Size (acres) 25.3612 Street Frontage (feet) 1,408

Current Land Use Recycling Facility

Proposed Land Use(s) Recycling Facility

Is the project within Huntersville's corporate limits?

Yes ☒ No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Briefly explain the nature of this request. If a separate sheet is necessary, please attach to this application.

This project proposes to increase the active use area for future facility improvements.

4. Site Plan Submittals

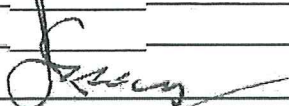
Consult the particular type of *Review Process* for the application type selected above. These can be found at <https://www.huntersville.org/528/Permits-Process>.

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. Signatures

*Applicant's Signature  Printed Name Ebenezer Gujjarlapudi

Address of Applicant 2145 Suttle Avenue, Charlotte, NC 28208

Email ebenezer.gujjarlapudi@MeckNC.gov

Property Owner's Signature (if different than applicant) _____

Printed Name _____

Property Owner's Address _____ Email _____

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

Development Firm	Name of contact	Phone	Email
Kimley-Horn	Matt Edwards	704-954-7493	matt.edwards@kimley-horn.com
Design Firm	Name of contact	Phone	Email

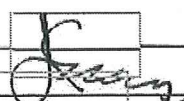
If Applying for a General Rezoning:

Please provide the name and Address of owner(s) of fee simple title of each parcel that is included in this rezoning petition. If additional space is needed for signatures, attach an addendum to this application.

If Applying for a Conditional Rezoning:

Every owner of each parcel included in this rezoning petition, or the owner (s) duly authorized agent, must sign this petition. If signed by an agent, this petition MUST be accompanied by a statement signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in filing this petition. 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 PETITION. **If additional space is needed for signatures, attach an addendum to this application.**

Signature, name, firm, address, phone number and email of Duly Authorized Agent by owner needed below:

	Mecklenburg County	Email: ebenezer.gujjarlapudi@MeckNC.gov
Ebenezer Gujjarlapudi	2145 Suttle Avenue	
	Charlotte, NC 28208	Phone: 980-314-3628

If Applying for a Subdivision:

By signature below, I hereby acknowledge my understanding that the Major Subdivision Sketch Plan Process is a quasi-judicial procedure and contact with the Board of Commissioners shall **only** occur under sworn testimony at the public hearing.

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

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Jack Simoneau

Date: March 21, 2022

Subject: Modify Phasing of Transportation Improvements - Northbrook Subdivision

EXPLAIN REQUEST:

Request to modify phasing of transportation improvements required for Northbrook Subdivision consistent with NCDOT's approval..

ACTION RECOMMENDED:

Take action

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Northbrook Subdivision Traffic Improvement Timing

NORTHBROOK SUBDIVISION TRAFFIC IMPROVEMENT TIMING MODIFICATION

Northbrook Subdivision rezoning was approved 2/4/2019. The currently approved TIA improvements list, revised by the Town Board to be consistent with NCDOT requirements on 05/18/2020, is as follows:

NC73 at NC115

- Construct a second northbound left-turn lane on NC115 with 225 feet of storage
- Construct a second eastbound left-turn lane on NC73 with 250 feet of storage
- Modify the traffic signal as needed
-

NC115 at McCord Road

- Construct a westbound right-turn lane on McCord Road with 100 feet of storage
- Modify the traffic signal to add overlap phasing to the westbound right-turn lane

NC73 at Site Access 1

- Construct a westbound left-turn lane on NC73 with 100 feet of storage
- Construct an eastbound right-turn lane on NC73 with 100 feet of storage
- Construct Access 2 to have separate left and right-turn lanes

McCord Road at Site Access 2

- Construct a westbound left-turn lane on NC73 with 100 feet of storage

The developer is requesting that the improvements be phased (two phases). Phase 1 would be none of the improvements and phase 2 would be all of the improvements above after the platting of 100 lots. NCDOT has approved the phasing plan (below). Staff is requesting the Huntersville Town Board approve the phasing plan to be consistent with NCDOT.

Hi Tim,

The TTM signed and sealed on 2/25/2022, has been reviewed and is approved with the following condition. The driveway to NC 73 has to be opened with the required turn lanes prior to the platting of the 101st lot. Let us 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

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Michael Jaycocks

Date: March 21, 2022

Subject: Budget Amendment for Holbrook Park Tennis/Pickleball Court Lights

EXPLAIN REQUEST:

This budget amendment is for replacing the light controlling system and feed for the Holbrook Park Tennis/Pickleball Court lights. These funds come from the Park Capital Reserve Fund. We have had numerous light issues at this complex and the controls and contactors are over 23 years old. This will take care of the issues with lights not working or going off due to inadequate controls and power feed. This new system can be controlled remotely and will notify the town of any issues.

ACTION RECOMMENDED:

Approve Budget Amendment of \$24,000 for the Holbrook Park Tennis/Pickleball Court Lights from the Park Capital Reserve Fund 10.3510 9999 to the Capital Expense Line 10.6200.0500.

FINANCIAL IMPLICATIONS:

Transfer of \$24,000 from the Park Capital Reserve Fund 10.3510 9999 to Capital Expense line 10.6200.0500.

ATTACHMENTS:

None

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Michael Jaycocks

Date: March 21, 2022

Subject: Budget Amendment from Recreation Center Sponsorship Funds to fund Shade Shelter

EXPLAIN REQUEST:

This request is to use Recreation Center Sponsorship Funds from the NovantHealth Sponsorship to fund the purchase of a shade structure outside of the Recreation Center. This will provide more outdoor covered space for programs and events.

ACTION RECOMMENDED:

Approve Budget Amendment of \$25,000 from the Recreation Center Sponsorship Funds to the Capital Expense Line.

FINANCIAL IMPLICATIONS:

Transfer \$25,000 from the Recreation Center Sponsorship Line 10.3505 9999 to the Capital Expense Line 10.6200.0500

ATTACHMENTS:

1. Rec Center Shade Structure







THIS OUTDOOR FITNESS EQUIPMENT IS DESIGNED FOR AGES 14 AND UP UNLESS OTHERWISE NOTED ON THE PLAN.

IT IS THE OPINION OF THE MANUFACTURER THAT THIS OUTDOOR FITNESS AREA CONFORMS TO A. D. A. ACCESSIBILITY STANDARDS, ASSUMING AN A. D. A. ACCESSIBLE COMPLIANT SURFACING IS USED.

THIS CONCEPTUAL PLAN WAS CREATED BASED ON THE INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, AND UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL THE DIMENSIONS OF THE OUTDOOR FITNESS EQUIPMENT AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING.

FOR THE NEED OF FALL-ATTENUATING SURFACING, PLEASE CONSULT YOUR PROJECT MANAGER.

TOTAL AREA IN SQUARE FEET OF SURFACING IS
--- SQ FT

DESIGNED BY:
AR
COPYRIGHT: 11/19/21
GREENFIELDS OUTDOOR FITNESS, INC.
2617 W. WOODLAND DR.
ANAHEIM, CA 92801
PH: 888-315-9037 FAX: 866-308-9719

DATE	DRAWING #	INITIALS

Recreation Center V2

Huntersville, NC

888-315-9037 | www.greenfieldsfitness.com

Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most." This document is for presentation purposes only, not for construction. Before you begin installation, please contact Greenfields at (888) 315-9037 or csc@greenfieldsfitness.com for up to date installation instructions. This presentation has been designed for printing on tabloid (11"x17") sized paper.

6

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Michael Jaycocks

Date: March 21, 2022

Subject: Budget Amendment from Sponsorship Line to fund Trail Head Art Piece

EXPLAIN REQUEST:

The Public Art Committee, The Parks and Recreation Committee and the Greenway, Trail and Bikeway Committee have all unanimously recommended that the Town use \$35,000 from the sponsorship line to go along with the \$10,000 private donation to fund the Downtown Greenway Trail Head art piece. The Town Board approved the selection of the artist and the art piece back on December 6, 2022.

ACTION RECOMMENDED:

Approve budget amendment to move \$35,000 from the sponsorship line and the \$10,000 private donation to fund the Trail Head Art Piece.

FINANCIAL IMPLICATIONS:

\$35,000 from the sponsorship line 10.3505 9999 and \$10,000 from the public art donation line 40.3477 9999 to expense line 10.6200.0500

ATTACHMENTS:

1. Huntersville Project Concept 10.30.21 Trail Head Art

LANDIS SCULPTURE STUDIO

1152 OXFORD RD, ATLANTA, GA 30306, Cell 404-247-2760

WWW.LANDISSCULPTURE.COM

HUNTERSVILLE GREENWAY TRAILHEAD SCULPTURE PROJECT

Concept Description

My concept for the trailhead site involves large ivy leaves growing upward towards the sky up from the planting circle in a subtle and elegant “s” curve shape. The sculpture will be created out of stainless steel with high polished leaves (approx. 4’x 5’ size per leaf), and the stems/vines would have a brushed finish. A painted metal base would need to be attached to a foundation block located in the center of the circular planting area. Foundation size would have to be coordinated with the Huntersville contractor. The sculpture in the image below is approximately 17.5 feet tall (13’ sculpture + 3’ base + 18” raised bed = 17’-6” total).

Concept Image



**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Tracy Houk

Date: March 21, 2022

Subject: Consider approving contract for Trail Head Sculpture

EXPLAIN REQUEST:

The Public Art Commission and the Greenway Trail and Bikeway Commission have chosen Landis Sculpture Studio to create a public art piece for the Downtown Greenway Trail Head and would like to move forward with the project.

ACTION RECOMMENDED:

Consider approving the contract with Landis Sculpture Studio for the Downtown Greenway Trail Head

FINANCIAL IMPLICATIONS:

\$39,000 from The Public Art Donation and Sponsorship Funds.

ATTACHMENTS:

1. Landis Contract - 03.2022



101 Huntersville-Concord Rd.
Huntersville, NC 28078
(704) 875-6541

AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

Artist: Landis Sculpture Studio
1152 Oxford Rd.
Atlanta, GA 30306

PROJECT: Downtown Trail Head Sculpture

PROJECT ADDRESS: 103 Old Statesville Rd.
Huntersville, NC 28078

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this ____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina (the "TOWN"), and Landis Sculpture Studio (the "Artist") located at 1152 Oxford Rd. Atlanta, GA 30306 (collectively the "Parties").

RECITALS

1. The TOWN is the owner of certain property known as the "Trail Head" located at 103 Old Statesville Rd. Huntersville, NC 28078 (the "Site").
2. The TOWN has selected the Artist to create and install a sculpture at the Site (the "Work") in accordance with the design proposal (the "Proposal") attached hereto and incorporated herein as Exhibit "C".
3. The Parties desire to set forth in this Agreement a complete understanding of the rights, duties and agreements of the Parties concerning the design, fabrication, and installation of the Work.

AGREEMENT

NOW, THEREFORE, based upon the recitals, the mutual promises contained herein and other valid and sufficient consideration, the parties agree as follows:

ARTICLE 1. SITE INFORMATION. The Artist shall conduct site inspections, with representatives of the TOWN, as necessary to gather information necessary to prepare for the final design for the Work. The Artist shall establish a close and cooperative, working relationship with the TOWN throughout the duration of this Agreement.

ARTICLE 2. SCHEDULE. The Work shall be completed and installed no later than **March 31, 2023**, the "Final Deadline"). Any deadline described in this agreement may be extended by mutual agreement, in writing, signed by the Town and the Artist.

ARTICLE 3. COMPATIBILITY OF WORK WITH SITE. The Work as set forth in the Proposal, and as constructed, shall be compatible with the physical characteristics of the Site so that installation of the Work does not require any change to or redesign of the Site from such design. Notwithstanding this requirement, it is understood and agreed to by the Parties that the raised planter bed in which the Work will

be located must be cut to allow proper footings to be poured. Additionally, the presence of the Work shall not interfere with the intended use of the Site, including pedestrian flow. The Artist shall be responsible for coordinating with the TOWN to ensure compliance with this section. The Work shall be designed, fabricated, and installed so that it complies with all applicable laws, statutes, ordinances, and regulations of all applicable jurisdictions. If applicable, all electrical components of the Work must carry the Underwriters Laboratory (U.L.) seal.

ARTICLE 4. DESIGN PROPOSAL. Exhibit C contains the Proposal submitted by the Artist and approved by the Town. The final design documents as described in Article 5 shall be substantially in compliance with Exhibit C.

ARTICLE 5. FINAL DESIGN DOCUMENTS.

a. Within 90 days after the execution of this Agreement, the Artist shall submit the detailed, final design documents for the Work (the “Final Design Documents”). The Final Design Documents shall include all the following:

1. Detailed scale drawings of the Work with accompanying specifications for materials;
2. Structural design and engineering analysis;
3. A description of the site preparation necessary for installation of the Work;
4. Drawings of and a written description of any connections and building interface necessary for the installation of the Work, along with a written description of the procedure for installation;
5. A written description of lighting design if lighting is a necessary element of the Work;
6. A written or visual description of the fabrication process and component detailing to the extent required;
7. A written detailed budget;
8. A preliminary fabrication/installation schedule; and
9. A certification that the Final Design Documents comply with all laws, statutes, ordinances and regulations regarding the construction and installation of the Work.
10. A list of sub-contractors to be used in the fabrication or installation of the Work.

b. The Artist shall submit the Final Design Documents to the TOWN. The TOWN may require revisions to the Final Design Documents.

c. The TOWN will engage an independent professional engineer to review the Final Design Documents for: (1) all relevant engineering disciplines; (2) structural design integrity of the Work; (3) compliance with applicable statutes, codes and ordinances; (4) compatibility of the Work; and the installation of the Work; with the structural, electrical and plumbing design of the Site; and (5) interference

with the intended use of the Site, pedestrian and other traffic flow, parking and safety devices and procedures.

d. If the Artist fails to make required revisions, or if in the sole and exclusive judgment of the TOWN, the revisions cannot be reasonably made, the TOWN shall be entitled to terminate this Agreement. Otherwise, the Artist shall submit revised Final Design Documents to TOWN within 21 days of the date of the suggested revisions.

e. In the event of termination of this Agreement pursuant to Paragraph (d), the Artist shall retain the Final Design Documents and neither party shall be under any further obligation to the other. The Artist shall be entitled to retain design fees paid for its services, but otherwise shall have no claim against the TOWN.

ARTICLE 6. FABRICATION/INSTALLATION SCHEDULE. Within 10 days of the execution of this Agreement, the Artist shall furnish the TOWN a tentative schedule for completion of fabrication of the Work and for installation of the Work as fabricated, including a schedule for the submission of progress reports. The schedule submitted shall include complete installation prior to the Final Deadline. The schedule is subject to the TOWN's approval. Such schedule may be amended by written agreement between the TOWN and the Artist.

ARTICLE 7. FABRICATION. The Artist shall fabricate and construct the Work in accordance with the Final Design Documents and the approved fabrication/installation schedule so that the Work is completed before the Final Deadline. The TOWN shall have the right to review the Work at reasonable times during fabrication. Any change or deviation in scope, design, color, size, material, or texture of the Sculpture must be approved in advance and in writing by the TOWN. Any change or deviation which affects the location, installation, scheduling, or site preparation must be approved in advance by the TOWN.

ARTICLE 8. DELIVERY AND INSTALLATION.

a. Except as provided in Article 5b, the Artist shall obtain all necessary permits and approvals, if any, at their expense, and shall comply with all regulations, ordinances, or other restrictions for the installation of the Sculpture at the Site. The Artist shall notify the TOWN when the Work is fabricated and ready for installation at the Site. The notice shall state the date the Artist will be ready for delivery and installation at the Site. This notice will constitute a certification by the Artist that the Work conforms to the Construction Documents.

b. The Artist shall deliver the Work to the Site in accordance with the approved schedule, but in no event later than the Final Deadline. If the Work does not conform to the Final Design Documents, the TOWN shall notify the Artist of the nonconformities in accordance with Article 11 herein.

c. The TOWN shall provide a loader or boom truck and operator for getting the work installed. The TOWN shall also provide one additional person to help install.

d. The Artist shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance and installation of the Work at the Site. The Artist shall take precautions for the safety of the Work and shall provide protection to prevent damage, injury, or loss to persons involved in the installation of the Work and persons who may be affected thereby. The Artist shall also take precautions for the safety of the materials and equipment used for the Work, whether in storage on or off the Site, and other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of installation, to prevent damage, injury, or loss.

e. The Artist shall give notices and comply with applicable laws, ordinances, rules, regulations, and laws or orders of public authorities bearing on safety of persons or property for their protection from damage, injury, or loss.

f. The Artist shall erect and maintain, as required by existing conditions in performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

g. The Artist shall promptly remedy damage and loss to property caused in whole or in part by the Artist, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts he may be liable, except for damage or loss attributable to acts or omissions of the TOWN, and not attributable to the fault or negligence of the Artist.

h. The TOWN shall not be responsible for any construction delays. The Artist shall promptly notify the TOWN of any delay of the construction schedule.

i. TOWN does hereby give Artist the right, license, and permission to construct and install the Work on the Site.

ARTICLE 9. LIEN WAIVERS. Upon completion of installation, but in any event before final acceptance, the Artist shall secure lien waivers in a form acceptable to the TOWN for all the Artist's subcontractors and each of their subcontractors.

ARTICLE 10. POST INSTALLATION PUBLICITY. The Artist shall be available at such time or times as may be agreed between the TOWN and the Artist to attend public meetings and community outreach functions during the duration of this Agreement as well as any inauguration or presentation ceremonies relating to the transfer of the Work to the TOWN. The TOWN shall use its best efforts to arrange for publicity for the completed Work in such publications and otherwise as may be determined between the TOWN and the Artist as soon as practicable following the installation.

ARTICLE 11. FINAL ACCEPTANCE. The Artist shall notify the TOWN when installation of the Work, according to this Agreement and pursuant to the Proposal, has been completed. The notification of completion shall be accompanied by a certification from the engineer who sealed the design drawings that installation has been completed in accordance with the design documents. Within thirty (30) days after the receipt of such notice, the TOWN shall either accept the Work as completed ("Final Acceptance") by written notice to that effect or notify the Artist of nonconformities or failure to provide all services required. The Artist shall then be given a reasonable period not exceeding thirty (30) days to cure such nonconformities and provide required services. If the Artist does not cure such nonconformities within such 30-day period, then the Artist shall be required to restore the Site to its original form at its sole expense and the Town shall be entitled to pursue all available remedies in law or equity. The restoration of the Site to its original form should occur not later than 30 days from the end of the period to cure.

ARTICLE 12. RISK OF LOSS. The risk of loss or damage to the Work shall be borne by the Artist until Final Acceptance, and the Artist shall take such measures as are necessary to protect the Sculpture from loss or damage until final acceptance.

ARTICLE 13. TITLE. Title to the Work shall pass to the TOWN upon Final Acceptance. Upon completion of the Work in accordance with the terms and conditions of this agreement and the approved

plans and specifications, the Work shall thereupon and thereafter, be the entire and sole property and under the sole and exclusive control of the TOWN.

ARTICLE 14. COMPENSATION AND PAYMENT SCHEDULE. The TOWN shall pay the Artist a ***FIXED FEE*** of **Thirty-nine Thousand Dollars (\$39,000.00)**, which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Agreement. This fee shall represent total compensation for all services performed or required to be performed by this contract, regardless of any circumstances which may not be foreseen at the time of the execution of this contract. The artist shall bear the risk of increased costs due to late delivery, or defective performance. The fee shall be paid in the following installments, each installment to represent full and final, non-refundable payment for all services and materials provided prior to the due date thereof:

- a. The TOWN will pay a \$19,500.00 deposit to Artist upon the approval by the TOWN of the itemized budget to fund the Artist's startup costs and materials costs for the Work.
- b. The TOWN will pay to Artist \$9,750.00 within thirty (30) days after the approval of the Final Design;
- c. The TOWN will pay to Artist \$9,750.00 within thirty (30) days after the installation and final acceptance of the Work by the TOWN;

The TOWN makes no representations concerning the applicability of sales taxes to the purchase of materials by the Artist for the Sculpture. Any sales, use or excise taxes or similar charges relating to services and materials shall be paid by the Artist, and should be included in any budget. The Artist shall be responsible for the payment of all mailing or shipping charges on required submissions, the costs of storage and transporting the Sculpture to the Site and the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

ARTICLE 15. WARRANTIES.

a. The Artist represents and warrants that: (a) the Work is solely the result of the artistic effort of the Artist; (b) except as otherwise disclosed in writing to the TOWN, the Sculpture is unique and original and does not infringe upon any copyright such that the Artist obtains rights under the Copyright Act of 1976, 17 U.S.C. §101 *et seq.*; (c) the Artist has not transferred or licensed any interest in the copyright; (d) that the Sculpture, or a duplicate thereof, has not been accepted for sale elsewhere; (e) the Work is free and clear of any liens from any source whatsoever; (f) the execution and fabrication of the Sculpture will be performed in a workmanlike manner; (g) the Work, as fabricated and installed, will be free of defects in material and workmanship; (h) reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist; (i) the Work will be fabricated and installed per the approved Final Design Documents.

b. Provided the maintenance requirements of the Work are adhered to, the warranties described above shall survive for a period of two years after the final acceptance of the Work. The TOWN shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the TOWN, and at no cost to the TOWN, cure promptly the breach of any warranty which is curable and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Work).

c. The Artist acknowledges that the TOWN is an intended beneficiary of the warranties made herein, and such warranties shall accrue to the benefit of the TOWN.

ARTICLE 16. INSURANCE. The Artist shall purchase and maintain throughout the term of this contract insurance from an insurance company acceptable to the TOWN and authorized to do business in the State of North Carolina. Such insurance shall include commercial general liability insurance covering bodily injury and property damage in the amount of at least \$1,000,000.00 bodily injury, each occurrence/aggregate, and at least \$1,000,000.00 property damage, each occurrence/aggregate, and at least \$1,000,000.00 bodily injury and property damage combined single limits, each occurrence/aggregate, which insurance includes coverage for contractual liability, personal injury liability and products/completed operations. The TOWN shall be named as an additional insured on all such policies. The Artist shall furnish the TOWN with a Certificate of Insurance which shall contain a provision that the TOWN shall be given 30 days written notice prior to any amendment or termination of the policy by either the insured or the insuring company.

ARTICLE 17. INDEMNITY. To the greatest extent allowed by law, the Artist shall indemnify and hold harmless the TOWN, each officer, agent, and employee of the TOWN, from and against any and all claims, losses, costs, damages, expenses, and attorneys' fees ("Claims"). Additionally, the Artist shall indemnify and hold harmless the TOWN from and against any lien claim of the Artist, its subcontractors, and their respective subcontractors. No funds associated with this contract may be used to pay indemnity; provided, however, that the Artist shall be entitled to purchase insurance out of the funds associated with this contract.

ARTICLE 18. COPYRIGHT PROVISIONS. The Artist hereby grants to the TOWN nontransferable, non-exclusive licenses authorizing the TOWN to:

a. Make reproductions and replicas of the Work, including reproductions for exhibition catalogues, books, slides, photographs, postcards, calendars, magazines, books, news services, provided that the TOWN shall not sell such reproductions without the prior consent of the Artist;

b. Use and display the Work or any reproductions or replicas of the Work in advertising, publicity or public service materials for the TOWN, any public agency thereof, or for any event associated with the TOWN or associated with the display of the Work;

c. Display the Work publicly or privately whether or not for charge;

The TOWN shall not be obligated to pay any royalty for such licenses. The TOWN shall give credit to all reproductions by or on behalf of the TOWN (to the extent authorized herein). The credit shall contain a credit to the Artist and copyright notice as follows: "Copyright [or ©] 2023 (Landis Sculpture, LCC). All Rights Reserved." The Artist agrees to the following covenants limiting the retained copyright of the Artist as follows:

d. The Artist shall not make reproductions or replicas of the Work without the prior consent of the TOWN;

e. The Artist shall not transfer any copyright interest or privilege in and to the Work without the prior consent of the TOWN;

f. The Artist shall not display any reproduction or replica of the Work for commercial purposes without the prior consent of the TOWN.

The Artist shall provide credit to the TOWN in all reproductions, replicas or displays (to the extent authorized herein) reading substantially, "an original Sculpture commissioned by the Town of Huntersville".

ARTICLE 19. VARA PROVISIONS. The Artist acknowledges that removing the Work from the Site may cause the destruction, distortion, mutilation, or other modification of the Work. The Artist acknowledges that the TOWN may desire to or be required to remove the Work. Nevertheless, the Artist consents to the installation of the Work on the Project even though the installation of the Work may subject the Work to destruction, distortion, mutilation, or other modification by reason of removal. The above and foregoing provision is made pursuant to the provisions of the Visual Artist Rights Act, 17 United States Code Section 106A *et seq.* ("VARA") to evidence the intention of the parties to waive the VARA provisions.

ARTICLE 20. REPAIR AND MAINTENANCE. The TOWN shall reasonably assure that the Work is properly maintained and protected, taking into account the instructions of the Artist, and shall reasonably protect and maintain the Work against the ravages of time, vandalism, and the elements. The TOWN shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Work will be made. During the Artist's lifetime, the Artist shall have the right to approve all material repairs and restorations, subject, however, to the Artist not unreasonably withholding or delaying approval for any repair or restoration of the Work. If the Artist cannot be located at the notice address or unreasonably fails to approve any repair or restoration, the TOWN shall have the right to make such repair or restoration. To the extent practical, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations. Nevertheless, the TOWN shall have the right to make repairs to the Work. All repairs and restorations shall be made in accordance with recognized principles of conservation. Any compensation to be paid to the Artist for repairs, if at all, shall be the subject of another agreement.

ARTICLE 21. NO AGENCY. The Artist shall perform the Work as an independent contractor and not as an agent or an employee of the TOWN. The Artist shall not be supervised by any employee or official of the TOWN, nor shall the Artist exercise supervision over any employee or official of the TOWN.

ARTICLE 22. WAIVER. No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 23. GOVERNING LAW. This Agreement, regardless of where executed or performed, shall in all respects be governed by and construed in accordance with the laws of the State of North Carolina, excluding any choice of law rule which would select the application of the law of another jurisdiction.

ARTICLE 24. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit the TOWN and the Artist and their respective successors and assigns as permitted under this Agreement.

ARTICLE 25. ASSIGNMENT. This Agreement may not be assigned without the prior written approval of all of the Parties. Any purported assignment of this Agreement without such approval shall be absolutely void.

ARTICLE 26. NON-DISCRIMINATION. In connection with the performance of this Agreement, the Artist shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, national origin, disability, or handicap.

ARTICLE 27. AMENDMENTS. This Agreement may only be amended by written amendments signed by all of the Parties.

ARTICLE 28. TERMINATION. In addition to the termination provisions set forth above, if either party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have five (5) days after receipt of the notice to cure default. If it is not cured, then this Agreement shall terminate. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared or submitted or prepared for submission by the Artist under this Agreement shall at the TOWN's option become its property, provided that no right to fabricate or execute the Work shall pass to the TOWN. The Artist shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of this Agreement by the Artist, and the TOWN may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the TOWN from the Artist is determined. In the event that the Agreement is terminated due to uncured default by the Artist, LKN Kiwanis shall restore the Site to its original form at its sole expense not later than 30 days from the end of period to cure.

ARTICLE 29. OTHER REMEDIES. The specification of remedies in this agreement shall not be deemed to be exclusive. The TOWN retains the right to pursue any remedy available for defective or delayed performance, including specifically the right to set off any damages for defective or delayed performance against any sum due the Artist under this agreement.

ARTICLE 30. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, at the following addresses or such other address as specified in writing from time to time by the party receiving notice:

- a. if to the Artist, to:
 - i. David Landis

- b. if to the TOWN, to:
 - Michael Jaycocks
 - Huntersville Parks and Recreation Director
 - Town of Huntersville
 - PO Box 664
 - Huntersville, NC 28070
 - (704) 948-6020 (fax)

ARTICLE 31. TIME IS OF THE ESSENCE. Time is of the essence with respect to the obligations of the parties hereunder.

ARTICLE 32. DUPLICATE ORIGINALS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.

ARTICLE 33. MERGER. This Agreement reflects and contains the entire and only agreement between the parties relating to the subject matter herein, and as such supersedes all negotiations, commitments, undertakings, and agreements, whether oral or otherwise.

ARTICLE 34. MISCELLANEOUS.

a. Artist, 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.

b. With the execution hereof, Artist 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.

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

Landis Sculpture Studio

Name:

Name of Artist (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

EXHIBIT A

STANDARD TERMS & CONDITIONS

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

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

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

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

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

24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
26. **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.
27. **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.
28. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
29. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
30. **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.
31. **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.
32. **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.

EXHIBIT B
MINIMUM INSURANCE REQUIREMENTS

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

a. Worker's Compensation and Employer's Liability

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

b. Comprehensive General Liability Insurance

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

Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate

Professional Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

Property Damage: \$1,000,000 per occurrence/\$2,000,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence / \$2,000,000 aggregate

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

c. Deductible

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

d. Other Insurance

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

e. Proof of Carriage

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

EXHIBIT C

Artist Proposal

LANDIS SCULPTURE STUDIO

1152 OXFORD RD, ATLANTA, GA 30306, Cell 404-247-2760

WWW.LANDISSCULPTURE.COM

HUNTERSVILLE GREENWAY TRAILHEAD SCULPTURE PROJECT

Concept Description

My concept for the trailhead site involves large ivy leaves growing upward towards the sky up from the planting circle in a subtle and elegant “s” curve shape. The sculpture will be created out of stainless steel with high polished leaves (approx. 4’x 5’ size per leaf), and the stems/vines would have a brushed finish. A painted metal base would need to be attached to a foundation block located in the center of the circular planting area. Foundation size would have to be coordinated with the Huntersville contractor. The sculpture in the image below is approximately 17.5 feet tall (13’ sculpture +3’ base + 18” raised bed = 17’-6” total).

Concept Image



**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Michael Jaycocks

Date: March 21, 2022

Subject: Amendment to 150th Anniversary Committee Bylaws

EXPLAIN REQUEST:

These changes will allow the committee to meet outside of normal business hours. The current bylaws require the monthly meeting to be held during normal business hours. The current committee members would rather meet in the evening. The purpose of the other changes is to match the bylaws with the other town committees as it relates to meetings.

ACTION RECOMMENDED:

Approved recommended changes to the 150th Committee Bylaws

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. TOH 150th Anniversary Bylaws Revised March 2022

TOWN OF HUNTERSVILLE 150TH ANNIVERSARY COMMITTEE

BYLAWS

ADOPTED & EFFECTIVE: [Insert Date]

SECTION I: Creation, Authority, and Responsibility

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

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

SECTION II: Membership

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

Voting Members:

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

Non-Voting Members:

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

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

SECTION III: Election of Officers

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

SECTION IV: Meetings

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

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

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

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

When a State of Emergency has been declared in accordance with N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the Town Board and any other Town board, committee, or commission may hold a regular, special, or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S § 166A-19.24. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the Board members who are simultaneously communicating are physically present.

A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.

Votes of each member made during a remote meeting under this section shall be counted as if the member were “physically present” only during the period while simultaneous communication is maintained for that member.

If no State of Emergency is in effect in accordance with N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the Anniversary Committee may hold a regular, special, or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform only upon a consensus from the Town Board allowing the remote meeting.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S § 166A-19.24(b)-(e) and N.C.G.S. § 143-318.13. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the board members who are simultaneously communicating are physically present.

A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.

Votes of each member made during a remote meeting under this section shall be counted as if the member were “physically present” only during the period while simultaneous communication is maintained for that member.

~~The Committee may meet virtually if agreed upon by the Town Board.~~

SECTION V: Quorum

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

SECTION VI: Meeting Minutes

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

SECTION VII: Action by Committee

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

SECTION VIII: Attendance

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

SECTION IX: Order of Business

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

SECTION X: Appointment of Subcommittees

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

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

SECTION XI: Conflict of Interest

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

SECTION XII: Dissolving the Committee

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

SECTION XIII: Adoption and Amendment

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

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Stephen Trott

Date: March 21, 2022

Subject: Resolution - ROW and Easements for Arahova Drive Project

EXPLAIN REQUEST:

Requesting the Board to adopt the Resolution to Acquire Right of Way and Easements for the construction of the Arahova Dr Project.

ACTION RECOMMENDED:

Adopt the Resolution to Acquire Right of Way and Easements for the construction of the Arahova Dr Project.

FINANCIAL IMPLICATIONS:

Bond Funds

ATTACHMENTS:

1. Resolution-ROW-3.15.22



**RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO ACQUIRE
RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE ADOPTED
AND FUNDED ARAHOVA DRIVE PROJECT**

WHEREAS, the Town of Huntersville (the “Town”) has determined that the acquisition of fee title right of way, and easements is necessary to the delivery of the Arahova Dr Project; and

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

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

WHEREAS, to meet said defined project delivery schedule, property acquisition process should begin no later than July 2022; and

WHEREAS, the Town’s proposed property acquisition process for the Arahova Dr Project will comply with applicable Federal, State, and Local regulations; and

WHEREAS, the Town has certified that the parcels (“the Property”), represented on Exhibit A, are needed for the Arahova Dr Project.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF HUNTERSVILLE BOARD OF
COMMISSIONERS (the “Town Board”) AS FOLLOWS:**

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

3. The Town Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 21st day of March, 2022.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A - PARCEL INDEX
Arahova Dr Project

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	017-121-64	Boulder Park Hospitality LLC
2	017-121-63	State Employee's Credit Union
3	017-121-66	James Funeral Services LLC
4	017-121-69	Goodwill Industries of the Southern Piedmont Inc
5	017-121-68	Tako LLC
6	017-121-70	Boulder Village Property Owner Association

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Don Mitchell

Date: March 21, 2022

Subject: Purchase Contract for Sale of Surplus Transformer

EXPLAIN REQUEST:

On February 7, 2022, the Town Board declared a 30/40/50 MVA WEB Power Transformer at Commerce Substation as surplus. The sale of the transformer was authorized by advertisement of sealed bids. Power Asset Recovery Corp. submitted the highest, responsive bid to purchase the transformer.

ACTION RECOMMENDED:

Adopt Resolution

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Contract for Sale of Substation Transformer
2. R-2022-11 Resolution - Approve Purchase Contract for Surplus Transformer
3. Bid Tabulation

DRAFT
CONTRACT FOR SALE OF SUBSTATION TRANSFORMER

This Contract is entered into and effective this _____ day of _____, 2022,
between _____,
hereinafter designated as the “Purchaser”, and the Town of Huntersville (“Owner”), a municipal
corporation of the State of North Carolina.

W I T N E S S E T H:

WHEREAS, the Owner currently owns a power transformer in service and located in
their substation at Commerce Station Drive, Huntersville, North Carolina, that the Owner intends
to designate as surplus and replace in April 2022.

WHEREAS, the Town Board has adopted a resolution declaring the power transformer
surplus, published as required and Purchaser selected was the highest, responsive, responsible
bidder.

WHEREAS, Purchaser wishes to purchase the surplus power transformer; and

WHEREAS, Owner is willing to sell the Transformer to the Purchaser subject to the
terms and conditions hereinafter specified.

NOW, THEREFORE, for and in consideration for the payments to be made, and the
mutual covenants and agreements hereinafter set forth, the parties agrees as follows:

1. Sale of Surplus Equipment.
 - (a) Owner agrees to transfer and convey one three-phase 115-7200/12470Y, 30/40/50
MVA surplus power transformer to the Purchaser.

- (b) The Owner's Equipment , which the Purchaser agrees to disassemble and transfer, and all rights thereto and responsibilities thereof, shall be conveyed by Town to Purchaser on the Contract Date (as hereinafter defined) by the execution and delivery of a Bill of Sale in the form and as described in Exhibit A to this Contract.
 - (c) At a mutually agreeable date, expected to be in the first half of April 2022, Purchaser agrees to disassemble, transfer, and remove the transformer no later than April 20, 2022. Owner hereby agrees to allow Purchaser to have sufficient ingress and egress to the Site to remove the Transformer as herein provided and substation shall be de-energized during removal.
 - (d) In consideration for the Owner's Equipment which the Purchaser is responsible for disassembling and transferring, Purchaser agrees to pay Owner a total purchase price of \$_____ on or before the date the equipment is removed from the site. In addition to the purchase price, Purchaser also agrees to pay any and all sales, use, or other similar taxes and for all disassembly, crane, and transportation charges.
 - (e) The Purchaser shall provide evidence of proper disposal of transformers and transformer liquids on form acceptable to the Owner.
 - (f) The Purchaser shall furnish certificate of insurance acceptable to Owner in order to perform work in Owner's substation.
2. Contract Date. The parties agree to exercise reasonable efforts to complete the sale of the Owner's Equipment to Purchaser on or about _____. The

parties understand and agree that the sale is subject to excusable delays as described in Section 4.

3. Exclusion of Warranties. OWNER SHALL CONVEY THE EQUIPMENT TO PURCHASER “AS IS” AND MAKES NO COVENANTS OR WARRANTIES OF ANY NATURE WHATSOEVER AS TO THE CONDITION, ADEQUACY OR USEFULNESS OF SAID OWNER EQUIPMENT, AND PURCHASER, ITS SUCCESSORS AND SIGNS, ACCEPT ALL RISKS ASSOCIATED WITH THE OWNERSHIP AND USE OF SAID OWNER EQUIPMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE OWNER’S EQUIPMENT.

4. Excusable Delays. Owner shall not be liable for any expense, loss or damage resulting from any delay or prevention of performance caused by fire, flood, thefts, accidents, act or failure to act of government, or any other cause whatsoever, whether similar or dissimilar to those enumerated above, beyond the reasonable control of Owner.

5. Limitation of Liability and Indemnity.

- (a) Owner’s sole obligation hereunder is to exercise reasonable efforts to convey the Owner’s Equipment to Purchaser in accordance with the terms and conditions of this Contract. Neither Owner nor its suppliers shall be liable whether arising in contract, tort (including negligence), claims of Owner’s customers, subcontractors, vendors or suppliers, governmental fines and penalties against

Purchaser, loss of use of capital or revenue, cost of money, or for any special, indirect, incidental, or consequential loss or damage of any nature arising at any time after the Contract Date. The total liability of Owner and its suppliers arising at any time after the Contract Date and arising out of or in connection with the Equipment, whether arising in contract, tort (including negligence), strict liability or otherwise, shall not exceed the total purchase price of the Owner's Equipment.

- (b) Purchaser understands and agrees that the Owner's Equipment is to be conveyed to Purchaser "as-is", and Purchaser assumes any risks associated with its use, maintenance or operation. Purchaser hereby agrees to defend, indemnify and hold Owner harmless for any losses, claims, damages or liabilities arising out of or in connection with the Owner's Equipment on or after the Closing Date, regardless of fault or cause, and whether arising in contract, tort (including negligence), strict liability or otherwise.
- (c) Purchaser waives any rights and remedies and shall require its insurers to waive any rights of subrogation against Owner and its suppliers, whether in contract, tort (including negligence), strict liability or otherwise for any loss or damage associated with the Owner's Equipment, including loss of damage to, or loss of use of any property at the Site, no matter how caused and regardless of fault.

6. Assignment and Transfer. Neither party may transfer or assign this Contract to any third party without the prior written consent of the other party.

7. Third Party Beneficiaries. Unless expressly provided herein, nothing in this Contract is intended to confer upon any other person any benefit, right or remedy of any kind.

8. Entire Agreement. This Contract, Addendum, and the Exhibits referenced herein shall constitute the complete and final agreement of the parties. Any modification to this Contract shall only be effective when evidenced by a written instrument signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their authorized representative as of the date hereinabove first written.

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Attorney's Certificate:

I certify that I have reviewed the attached Contract Documents and that the documents are approved as to form, and that the foregoing documents represent valid and binding obligations of the Town of Huntersville in accordance with the terms thereof.

This the _____ day of _____, 2022.

Financial Officer's Certificate

I certify that this instrument (the attached Contract Documents) has been pre-audited in the manner required by the Local government Budget and Fiscal Control Act.

This the _____ day of _____, 2022.

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 Purchaser 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. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Purchaser shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
3. **Verification of Work Authorization.** Purchaser shall comply with, and require all contractors and subcontractors to comply with, the requirement 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.
4. **Iran Divestment List.** With the execution hereof, Purchaser, 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.
5. **Availability of Funds.** Any and all payments to the Purchaser are dependent upon and subject to the availability of funds to the Owner for the purpose set forth in this agreement.
6. **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.
7. **Companies that Boycott Israel.** With the execution hereof, Purchaser, 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.
8. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Owner's governmental immunity or of any limitation on liability or damages created by law.
9. **Priority of Terms.** The terms of this addendum shall supersede and take priority over any conflicting terms in the contract documents.

DRAFT

EXHIBIT A

FORM OF BILL OF SALE

NORTH CAROLINA

MECKLENBURG COUNTY

THIS BILL OF SALE made and entered into this ____ day of _____, 2022, from TOWN OF HUNTERSVILLE, a municipal body politic and corporate, hereinafter referred to as OWNER; to the _____ hereinafter referred to as Purchaser:

W I T N E S S E T H:

THAT for and in consideration of the sum of \$_____ receipt of which is hereby acknowledged, OWNER has bargained and sold and by these presents does bargain, sell, and convey unto PURCHASER the following described substation property located in Mecklenburg County, North Carolina.

One three-phase 115-7200/12470Y KV transformer rated 30/40/50 MVA.

Owner sells said transformer and appurtenant attachments in an “AS IS” condition and makes no covenants or warranties of any nature whatsoever as to the condition of said Transformer and appurtenant attachments, and PURCHASER accepts all risks connected with the ownership and use of said facilities and appurtenant attachments. The implied warranties of merchantability and fitness for a particular purpose and all other warranties, expressed or implied, are excluded from this transaction and shall not apply to the property sold.

TO HAVE AND TO HOLD said transformer herein sold unto said PURCHASER,
forever.

IN WITNESS WHEREOF, OWNER has caused this BILL OF SALE to be executed in
its name by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the
day and year first above written.

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

By: _____

Witness:



**RESOLUTION OF THE TOWN OF HUNTERSVILLE
TO APPROVE PURCHASE CONTRACT
FOR COMMERCE SUBSTATION SURPLUS TRANSFORMER**

WHEREAS, the Town of Huntersville owns a 30/40/50 MVA liquid filled, three-phase power transformer (the "Transformer"); and

WHEREAS, the Town of Huntersville Board of Commissioners (the "Board") declared the Transformer surplus and authorized it's sale by advertisement for sealed bids on February 7, 2022;

WHEREAS, Power Asset Recovery Corp. submitted the highest, responsive bid and a purchase agreement has been drafted, a copy of which is attached hereto as Exhibit A (the "Agreement"); and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board approves and authorizes the Agreement.
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any action necessary to effect the provisions of this Resolution, and to approve minor modifications to the Agreement.
3. This Resolution shall be effective as of the date its adoption.

Adopted this 21st day of March, 2022.

ATTEST:

Janet Pierson, Town Clerk

Melinda Bales, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

BID TABULATION**Purchase of Commerce Substation Surplus Transformer**

Town of Huntersville
Concord, North Carolina

Date: March 14, 2022
Time: 11:00 AM, EDST

<u>Bidder</u>	<u>Power Assett Recovery Corp. North Canton, OH</u>	<u>Mountain West Transformer Mesquite, Nevada</u>	<u>TCI of Alabama Pell City, Alabama</u>	<u>_____</u>
One 30/40/50 MVA WEG Power Transformer	\$ <u>135,200.00</u>	\$ <u>45,000.00</u>	\$ <u>24,720.00</u>	\$ <u>_____</u>
Intended Use (Scrap, Resale, etc.)	<u>Resale</u>	<u>Resale</u>	<u>Scrap</u>	<u>_____</u>

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Emily Sloop

Date: March 21, 2022

Subject: Adopt changes to Planning Board Rules of Procedure.

EXPLAIN REQUEST:

At the 2022 Board Retreat, the Town Board requested that the Planning Board Rules of Procedure be updated to reflect that they will be approved and amended by the Town Board.

ACTION RECOMMENDED:

Approval.

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Planning Board ROP 3-8-22

Rules of Procedure

Huntersville Planning Board

Rules of Procedure

Huntersville Planning Board

1) **Regular Meetings**

At its organizational meeting, the Planning Board shall fix the time and place of its regular meetings. The regular meeting schedule may be changed by the Board at any time upon compliance with the notice provisions of the open meetings law.

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

2) **Special Meetings**

The Chairman, or, in the absence of the Chairman, the Vice Chairman, or four or more members of the Planning Board may call a special meeting. The Board shall follow all of the North Carolina Open Meetings law, including, but not limited to, providing a written notice stating the business to be transacted and the time and place of such meeting, and signed by the person or persons calling the same, to be delivered by mail, email, in hand to each member or to be left at his usual dwelling or place of business at least 48 hours before the time of such meeting. Only the business stated in the written notice may be transacted at the special meeting so called.

3) **Electronic Meetings**

- i) When a State of Emergency has been declared in accordance with N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the Town Board and any other Town board, committee, or commission may hold a regular, special, or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S § 166A-19.24. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the Board members who are simultaneously communicating are physically present.

A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.

Votes of each member made during a remote meeting under this section shall be counted as if the member were "physically present" only during the period while simultaneous communication is maintained for that member.

Rules of Procedure

Huntersville Planning Board

- ii) If no State of Emergency is in effect in accordance with N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the Planning Board may hold a regular, special, or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform only upon a consensus from the Town Board allowing the remote meeting. The Planning Board may not hold a virtual meeting using technology if there is a quasi-judicial matter on the agenda.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S § 166A-19.24 and N.C.G.S. § 143-318.13. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the Board members who are simultaneously communicating are physically present.

A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.

Votes of each member made during a remote meeting under this section shall be counted as if the member were “physically present” only during the period while simultaneous communication is maintained for that member.

4) **Organizational Meeting**

At the regular meeting in July, upon receiving the report of the nominating committee (if any) of the Planning Board, the Board shall elect from its members a Chairman and Vice Chairman for a term of one year.

In the event of the absence or recusal (disqualification) of both the Chairperson and Vice Chairperson from a meeting of the Planning Board or a matter before its voting members in attendance, they may elect a temporary Chairperson for that meeting and proceed with the order of business.

5) **Agenda: Procedures**

- i) The staff to the Planning Board, in consultation with the Chairman, shall prepare the agenda for the meeting. Each member of the Planning Board shall receive a copy of the agenda and it shall be available for public inspection when it is distributed to Board members.
- ii) During its consideration of the agenda, Board members shall confine their discussion and comments to those items that appear on the agenda.

Rules of Procedure

Huntersville Planning Board

- iii) During the other business section of the Agenda, the Board may not discuss any individual application for a zoning or subdivision request or a matter that would otherwise require notice based on the North Carolina General Statutes. Any other matter may be discussed upon the completion of the action agenda. However, the Board may not take formal action on any other business agenda item matter unless all Board members vote to add the matter to the agenda. A motion to suspend the rules shall not be in order if the purpose of the motion is to suspend the requirement of unanimity necessary to add a non-agenda matter to the agenda.
- iv) The Chairman or any member of the Board may request the staff to place an item on a future agenda by making such a request at a Planning Board meeting. Unless a Board member objects, the requested item shall be included. If a Board member has an objection, the item in question shall not be included on a future agenda unless a majority of the Board votes in favor of including the item.
- v) The Planning Board may periodically hold policy agenda meetings and workshops to discuss issues of a policy nature and to determine the necessity for further action. Policy agenda meetings and workshops will be considered informal sessions of the Planning Board and no formal decisions shall be made at these meetings. The staff to the Planning Board shall prepare an agenda for the meeting and the recorder shall provide minutes of the meeting.

6) Addressing the Planning Board

Persons desiring to speak on a non-agenda matter that falls within the purview of the Board may be recognized by the Chairman to speak during the Public Comment period. Persons desiring to speak on an agenda matter may be recognized by the Chairman to speak when the item comes up on the agenda. Each speaker shall identify himself by name and address.

The Planning Board shall adhere to the Town of Huntersville Public Comment Policy adopted by the Town Board of Commissioners currently in place at the time.

7) Office of the Chairman

The Chairman shall preside at all meetings of the Planning Board. In order to address the Board, a member must be recognized by the Chairman. The Chairman is entitled to vote on all matters and shall be considered a member for all purposes, including the determination of whether a quorum is present. In

Rules of Procedure

Huntersville Planning Board

addition to participating as a member, the Chairman shall have the following duties:

- i) To rule motions in or out of order, including any motion patently offered for obstruction or dilatory purposes;
- ii) To determine whether a speaker has gone beyond reasonable standards of courtesy in his remarks and to entertain and rule on objections from other members on this ground;
- iii) To entertain and answer questions of parliamentary law or procedure;
- iv) To call a brief recess at any time;
- v) To adjourn in an emergency, and
- vi) To appoint, as needed, special committees from among the members.

8) Office of Vice Chairman

At the organizational meeting, the Planning Board shall elect from among its members a Vice Chairman. A Board member who serves as Vice Chairman shall be entitled to vote on all matters and shall be considered a member for all purposes, including the determination of whether a quorum is present. In the Chairman's absence, the Vice Chairman shall preside, and when presiding, shall have the right to vote upon all questions.

9) Quorum

A simple majority of appointed members shall constitute a quorum. A member, who leaves a meeting, whether excused or unexcused, shall be counted as present for purposes of determining whether a quorum is present.

10) Attendance

In order for the Board to carry its duties and responsibilities it is necessary for all members to attend the regular meetings. The Town Board may remove members who do not attend seventy-five percent (75%) of the Regular meetings in a twelve (12) consecutive month period or who miss three (3) consecutive regular meetings.

11) Conduct of Meetings

The general order of business for Planning Board meetings shall be as follows:

Rules of Procedure

Huntersville Planning Board

- i) Any member of the public who has signed up to speak during the Public Comment period shall speak in accordance with the Public Comment Policy.
- ii) Planning Staff shall present the Staff report for the case and enter the Staff report into the record.
- iii) The Applicant shall present their case.
- iv) Board Members may ask questions of staff or the Applicant at any time.
- v) The Board may make a motion.
- vi) The Board shall discuss and debate the motion on the floor.
- vii) The Board shall render its decision.
- viii) Items ii) through vii) above are repeated for each case before the Board.

12) Action by the Planning Board

The Planning Board shall proceed by motion, although limited discussion of a matter may be had prior to a motion being made. Any member may make a motion. All motions shall require a second in order to be considered by the Board.

13) One Motion at a Time

A member may make only one motion at a time.

14) Substantive Motion

A substantive motion is out of order while another substantive motion is pending.

15) Adoption by Majority Vote

A motion shall be adopted if it receives affirmative votes from a simple majority of members present.

16) Debate

The chairman shall state the motion and then open the floor to debate on it. The Chairman shall preside over the debate according to the following general principles:

- i) The introducer (the member who makes the motion) is entitled to speak first, and

Rules of Procedure

Huntersville Planning Board

- ii) A member who has not spoken on the issue shall be recognized before someone who has already spoken.

17) Procedural Motions

In addition to substantive motions, the following procedural motions, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption.

- I. To adjourn.
- ii) The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter.
- iii) To take a recess.
- iv) To suspend the rules.
- v) The motion requires a vote equal to the number required for a quorum.
- vi) To divide a complex motion and consider it by paragraph.
- vii) To defer consideration.
- viii) A substantive motion whose consideration has been deferred expires one hundred (100) days thereafter unless a motion to revive consideration is adopted.
- ix) Call of the previous question.
- x) The motion is not in order until all members who have indicated a desire to be recognized have had an opportunity to speak once.
- xi) To postpone to a certain time or day.
- xii) To refer to a committee.
- xiii) Sixty (60) days after a motion has been referred to a committee, the introducer may compel consideration of the measure by the entire Board, whether or not the committee has reported to matter to the Planning Board.
- xiv) To amend.

Rules of Procedure

Huntersville Planning Board

- xv) An amendment to a motion must be pertinent to the subject matter of the motion, but it may achieve the opposite of the intent of the motion. The amending of a motion is effective only with the consent of the maker and seconder of the original motion. A motion may be amended, and that amendment may be amended, but no further amendments may be made.
- xvi) To revive consideration.
- xvii) The motion is in order any time within one hundred (100) days after the day of a vote to defer consideration. A substantive motion on which consideration has been deferred expires one hundred (100) days after the deferral unless a motion to revive consideration is adopted.
- xviii) To reconsider.
- xix) The motion must be made by a member who voted with the prevailing side, and only at the meeting during which the original vote was taken. The motion cannot interrupt deliberation on a pending matter but is in order at any time before actual adjournment.
- xx) To rescind or repeal.
- xxi) To ratify
- xxii) To prevent reconsideration for three (3) months.
- xxiii) The motion shall be in order immediately following the defeat of a substantive motion and at no other time. To be adopted, the motion requires a vote equal to the number required for a quorum; it is valid for three (3) months.
- xxiv) To substitute.
- xxv) A motion to substitute may seek the opposite result of the original motion, but it must be pertinent to the subject matter of the original motion. A substitute motion is voted on prior to taking a vote on the original motion. It shall not be necessary for the Board to vote a second time on the same subject matter if a motion to substitute is approved.

18) Renewal of Motion

Rules of Procedure

Huntersville Planning Board

A motion that is defeated may be renewed at any later meeting unless a motion to prevent reconsideration has been adopted.

19) Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before a vote. Permission of the members seconding the motion is not required.

20) Duty to Vote

Pursuant to §160D-109, members of appointed boards shall not vote on any advisory or legislative decision regarding the adoption of a development regulation where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship. For purposes of these rules a “close familial relationship” means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

Every member must vote unless excused by the remaining members. A member who wishes to be excused from voting shall so inform the Chairman, who shall take a vote of the remaining members. No member shall be excused from voting except upon matters involving a conflict of interest as set forth in the preceding paragraph or the consideration of his or her own official conduct. In all other cases, a failure to vote by a member who is physically present at the meeting, or who has withdrawn without being excused by a majority vote of the remaining members present shall be recorded as an affirmative vote.

21) Adoption of Motions and Resolutions

The affirmative votes of a simple majority of members present shall be required for the passage of any motion.

22) Amendment

The Planning Board may amend the Rules of Procedures at any time provided that the amendment is presented at one meeting and action is taken at the next scheduled meeting.

23) Minutes

Minutes of the Planning Board meetings shall be kept and shall be opened to the inspection of the public. The results of each vote shall be recorded in the Minutes.

Rules of Procedure

Huntersville Planning Board

24) Standards for Granting a Variance

A variance may only be granted upon a showing that all four of the following provisions are met:

- 1) Unnecessary hardship would result from the strict application of the regulation. It is not necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
- 2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.
- 3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance is not a self-created hardship.
- 4) The requested variance is consistent with the spirit, purpose, and intent of the regulation, such that public safety is secured and substantial justice is achieved.

No change in permitted uses may be authorized by variance. Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance.

25) Committees of the Planning Board

The following rules shall be applicable to the meetings of any standing or ad hoc committee, which may be formed by the Planning Board from among its own members:

- i) A quorum shall be required consisting of a majority of the members of the committee.
- ii) The chairman of the committee shall have a vote on all matters coming before the committee.
- iii) Minutes of committee meetings shall be kept and open to the inspection of the public. The results of each vote shall be recorded in the minutes.

Rules of Procedure

Huntersville Planning Board

26) Adoption of Rules of Procedure and Amendments

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

iii) The Town Board, by a majority vote, shall adopt the Rules of Procedure. These Rules may, within the limits allowed by law, be amended at any time by an affirmative vote of two-thirds (2/3rds) of the Town Board, or an affirmative vote of the majority of the Town Board, provided that such amendments were presented in writing at a regular or special meeting before the meeting at which the vote is taken.

Adopted, as amended, this _____ day of _____ 20221.

Mayor Stephen Swanick, Town of
Huntersville Chairman

ATTEST:

Town Clerk ~~kracy Barron, Secretary~~

**Town of Huntersville
Town Board
March 21, 2022**

To: Town Board

From: Emily Sloop

Date: March 21, 2022

Subject: Adopt changes to Huntersville Ordinances Advisory Bylaws.

EXPLAIN REQUEST:

In September 2021, the HOAB Bylaws were updated to reflect statutory conflicts of interest rules, allow for subcommittees, and incorporate provisions for remote meetings. On the date of adoption, the Town Board requested an additional edit to the Bylaws to allow for the HOAB to elect its own Chair and Vice Chair rather than said positions being appointed by the Town Board. The attached edits set the term limit for the elected offices and the date of the election.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. HOAB Bylaws - 3-11-22

HUNTERSVILLE ORDINANCES ADVISORY BOARD

BYLAWS (September 7, 2021)

Authority and Responsibility

- 1-1 The Huntersville Ordinances Advisory Board (hereinafter “HOAB”) shall have the duties and responsibilities as follows:
- A) Review and evaluate proposed text amendments to the Town’s Zoning and Subdivision Ordinances that have been applied for through the Town of Huntersville Planning Department (“Planning Department”) or which are proposed by Planning Department staff, the Town of Huntersville Planning Board (the “Planning Board”), or the Town of Huntersville Board of Commissioners (the “Town Board”);
 - B) Provide recommendations to the Planning Board and Town Board on the proposed text amendments reviewed and evaluated pursuant to subsection 1-1-A.
 - C) Review and evaluate Town planning processes and procedures as directed by the Town Board and recommend amendments to such processes and procedures to the Planning Board and Town Board; and
 - D) Other such related tasks as directed by the Town Board or Planning Board.
- 1-2 In addition to the duties and responsibilities prescribed in Section 1-1, the HOAB shall:
- A) Keep the Planning Board and the Town Board informed and advised as to matters within their duties and responsibilities; and
 - B) Review concerns from residents and developers regarding Town planning processes and procedures as may be communicated to the HOAB by Planning Department staff.

Membership

- 2-1 Members of the HOAB shall be appointed by the Town Board and shall be composed of nine (9) voting members and ~~four~~^{three} (4³) non-voting members as follows: ~~(Effective March 1, 2022, there will be four (4) non-voting members):~~

Voting Members:

- ~~A) One (1) Chairperson (this position may not be a Town Board member);~~
- ~~B) One (1) Town Board member (ex officio to their position as a Town Board member) or the appointed Town Board member’s designee (ex officio to the designee’s~~

~~position as a Town Board member) (Effective March 1, 2022, this position will move to a non-voting position);~~

~~E)A)~~ One (1) Planning Board member (ex officio to their position as a Planning Board member) or the appointed Planning Board member's designee (ex officio to the designee's position as a Planning Board member); and

~~D)B)~~ ~~EightSix (86)~~ At Large Members who shall live, work, or own a business or property within the Town of Huntersville Corporate Limits or the ETJ. ~~(Effective March 1, 2022, there will be seven (7) at large members).~~

Non-voting Members:

~~E)C)~~ One (1) Planning Director or Planning Staff member;

~~F)D)~~ One (1) Planning Executive Assistant;

~~G)E)~~ The Town of Huntersville Attorney; and

~~H)F)~~ One (1) Town Board member (ex-officio to their position as a Town Board member) or the Town Board member's designee (ex officio to the designee's position as a Town Board Member). ~~(Effective March 1, 2022).~~

2-2 At Large Members (see Section 2-1) of the HOAB shall be appointed by the Town Board for three (3) year staggered terms. Members shall be limited to serving two (2) consecutive terms; however, a member may be reappointed to the board after remaining off the board for at least one (1) year. No person may serve on more than one (1) appointed Town board, commission, or committee at the same time. Ex officio appointments shall not count in considering the number of boards, commissions, or committees on which a person is serving. Terms may be adjusted as deemed necessary by the Town Board to preserve staggered terms.

2-3 If a vacancy should occur on the HOAB for any reason, an appointment to that seat shall be made for the duration of the unexpired term in the same manner as noted in Section 2-1. Appointment to a vacancy to fill an unexpired HOAB member term shall not be counted towards the Town's term limits for serving on Town boards, committees, and commissions.

Election of Officers

3-1 At the regular HOAB meeting held in the month of July, or at the first regular meeting held after July, the HOAB Board shall elect a Chairman and Vice Chairman from their Voting membership. All Voting members shall be allowed to vote. Office holders shall be limited to Voting members. Terms of office shall be one (1) year. Persons may be reelected to the same office for successive terms.-
~~Chairperson shall be elected from all the voting members of the HOAB. The Vice-Chairperson shall be elected from all the voting members of the HOAB.~~

3-2 The Chairperson shall preside at all meetings and have the duties normally conferred on

such office. The Vice Chairperson shall serve as temporary Chairperson in the absence of the Chairperson.

- 3-3 In the event of the absence or recusal (disqualification) of both the Chairperson and Vice Chairperson from a meeting of the HOAB or a matter before its voting members in attendance, the present members may elect a temporary Chairperson for that meeting and proceed with the order of business.
- 3-4 The Planning Director, or designee, shall serve as Secretary of the HOAB. The Secretary shall, with concurrence of the Planning Director and Chairperson, prepare agendas for the meeting, provide public notice of the meetings, publish minutes (see Section 5-1), attend to correspondences, and perform such other duties as necessary. The Chairperson shall have a role in setting the agenda. If any agenda changes need to be made, they will be voted on at the time of the meeting by the HOAB.

Meetings

- 4-1 Regular monthly meetings of the HOAB shall be held at a standard time and place as agreed upon by the Town Board. Members shall be notified by electronic mail of each regular meeting by the Planning Department's Executive Assistant.
- 4-2 Special meetings may be called by the Chairperson provided a ten (10) calendar day notice of the time and location of each such meeting shall be given to all members by the Planning Executive Assistant.
- 4-3 The HOAB shall operate according to Robert's Rules of Order to the extent not contrary to these Bylaws. The Chairperson, subject to these rules, shall decide all points of procedure unless otherwise directed by a majority of the HOAB in session at that time.
- 4-4 When a State of Emergency has been declared in accordance with N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the Town Board and any other Town board, committee, or commission may hold a regular, special, or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S. § 166A-19.24. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the Board members who are simultaneously communicating are physically present.

A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.

Votes of each member made during a remote meeting under this section shall be counted

as if the member were “physically present” only during the period while simultaneous communication is maintained for that member.

- 4-5 If no State of Emergency is in effect in accordance with N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the HOAB may hold a regular, special, or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform only upon a consensus from the Town Board allowing the remote meeting.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S § 166A-19.24(b)-(e) and N.C.G.S. § 143-318.13. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the Board members who are simultaneously communicating are physically present.

A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.

Votes of each member made during a remote meeting under this section shall be counted as if the member were “physically present” only during the period while simultaneous communication is maintained for that member.

Records

- 5-1 The HOAB shall keep a record of its recommendations, transactions, findings, and determinations. Said records shall be published and released to the public through the Town of Huntersville web site, except as exempted by State law, and maintained in the files of the Planning Department.

Action by Committee

- 6-1 All actions of the HOAB shall have been put before the HOAB members in the form of a motion, duly seconded and voted upon. A quorum of all voting members shall be present before a vote may be taken on any motion. (See Section 2-3 relative to vacancies of voting members).
- 6-2 Voting shall be done by a show of hands. Only voting members present at the time a vote is taken shall be eligible to vote.
- 6-3 All voting members of the HOAB must vote on all matters. Members who are present and not excused will be deemed to have voted in favor of the motion presented if they do not vote, this is to include an abstention vote.

Attendance

- 7-1 In order for the HOAB to carry out its duties and responsibilities, it is necessary for all voting members to attend the meetings. If any voting member is absent for three (3)

consecutive regular meetings or fails to attend at least seventy-five percent (75%) of the regular meetings within a twelve (12) month “moving” period, the Chairperson shall request from the Town Board that the position be vacated and a replacement be made by the Town Board. Attendance records will be kept by the Planning Executive Assistant.

Conflict of Interest

- 8-1 Pursuant to N.C.G.S. § 160D-109, members of appointed boards shall not vote on any advisory or legislative decision regarding the adoption of a development regulation where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship. For purposes of these rules a “close familial relationship” means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

In applying this rule, the following procedure shall govern:

An HOAB member who believes that a conflict of interest exists for himself or herself shall declare that the possible conflict exists and ask to be excused from deliberation on the matter in question. The conflict of interest may be specific to a particular agenda item, ordinance change, etc. A majority vote of the remaining HOAB members shall be required to excuse a member from the deliberation for a conflict of interest.

- 8-2 A contention of the existence of an overt conflict of interest or a contention of an undisclosed conflict of interest may be made by any interested party or HOAB member. Such a contention, only after the facts have been presented, may be grounds for reconsideration of a decision or recommendation of the HOAB.
- 8-3 Any such contention made to the HOAB shall be supported by factual and material evidence and shall be submitted to a properly convened meeting of the HOAB. The HOAB shall hear all such evidence and shall, by majority vote, make a final determination as to the existence of a conflict of interest and any further action required of the HOAB by such determination.
- 8-4 Excuse from participation in any matter is necessary only in those specific matters in which a conflict arises. There shall be no excuse based on entire categories of the business, profession, or outside interest with which a member is associated.

Subcommittees

- 9-1 The HOAB may create standing or ad hoc subcommittees. The following rules shall be applicable to the meetings of any standing or ad hoc subcommittee, which may be

formed by the HOAB from among its own members:

- i) A quorum shall be required consisting of a majority of the members of the subcommittee.
- ii) The Chairman of the subcommittee shall have a vote on all matters coming before the subcommittee.
- iii) Minutes of subcommittee meetings shall be kept and open to the inspection of the public. The results of each vote shall be recorded in the minutes.

Adoption of Rules of Procedure and Amendments

10-1 These Rules shall at all times be consistent with all ordinances of the Town of Huntersville and laws of the State of North Carolina. Should any provisions of these Rules be inconsistent with such ordinances or laws of the State of North Carolina, said ordinances and laws shall control.

The Town Board, by a majority vote, shall adopt the Rules of Procedure. These Rules may, within the limits allowed by law, be amended at any time by an affirmative vote of two-thirds (2/3rds) of the Town Board, or an affirmative vote of the majority of the Town Board, provided that such amendments were presented in writing at a regular or special meeting before the meeting at which the vote is taken.

Adopted, as amended, this _____ day of _____ 2022.

Mayor, Town of Huntersville

ATTEST:

Town Clerk

