



**Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, September 24, 2024 at 6:00 PM**

I. CALL TO ORDER - 5:00 P.M.

II. CLOSED SESSION

a. NCGS §143-318.11. (a) (5) – Personnel

Summary: The Board of Commissioners will hold a closed session per NCGS §143-318.11. (a) (5) – Personnel.

III. ANNOUNCEMENTS / PROCLAMATIONS - 6:00 P.M.

a. International Walk to School Day - October 9, 2024

b. Fire Prevention Week

IV. CHANGES / ADOPTION OF THE AGENDA

V. PUBLIC COMMENT - The Board shall provide at least one period for public comment per month at a regular meeting.

Prior to the start of the public comment period, persons wishing to address the Board of Commissioners will register on a sign-up sheet stationed by the meeting room door.

VI. CONSENT

Consent items are typically non-controversial and routine items. Prior to the board's adoption of the meeting agenda, the request of any member to have an item moved from the consent agenda to old business must be honored by the board. All items on the consent agenda must be voted on and adopted by a single motion.

a. Consider Approval of August Draft Meeting Minutes

Summary: Draft Meeting Minutes from the August 13 and August 27 regular meetings.

b. Consider Approval of Resolution 2024-22 - Allocation of 2017 GO Bond Orders Issued in 2021 and Gymnasium Remediation Costs

Summary: As discussed at the September 10, 2024 Board Meeting, voter approved

GO Bonds were issued in 2021 from the 2017 Parks, Mobility and Greenways GO Bond orders. The cost of the projects has varied from the original projection, a grant was received to offset the cost of Beaty Park, and interest was earned on the bond proceeds. Additionally, hazardous materials testing identified lead-based paint at the 251 South Street gymnasium. Remediation of the lead-based paint will cost \$135,000.

c. Consider Approval Resolution 2024-23 Interlocal Agreement for Assignment of Street Addresses

Summary: This interlocal agreement by and between Mecklenburg County, the City of Charlotte, and the Towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville, delegates the responsibility for the assignment of street addresses to Mecklenburg County and the provisions of the Mecklenburg County Street Address Ordinance. The original agreement is mostly informal and has been in place for decades. Over the past year, an addressing committee made up of representatives from all Mecklenburg jurisdictions drafted and provided feedback on a new agreement. This new unified approach to the assignment of addresses will promote consistency and efficiency in addressing. It is critical that proper street address numbers are created and displayed for effective emergency response, mail delivery, and general identification of properties. The agreement also establishes a new multijurisdictional addressing working committee comprised of staff from each municipality and the County to help administer the interlocal agreement.

d. Consider Approval of Firefighter Relief Fund Board of Trustee Appointment for Richard Reid Effective September 25, 2024

Summary: The Local Firefighters' Relief Fund was established to provide support for firefighters and their families should a firefighter be killed or injured in the line of duty, or if they, through no fault of their own, suffer financial loss to the extent that they can no longer provide basic provisions to themselves or their families. North Carolina General Statute 58, Article 84 requires that the local relief fund be managed and governed by a Board of Trustees.

The Davidson Fire Department recommends that the appointment be filled by Richard Reid. Richard has expressed his willingness serve as a member of the Firefighter Relief Fund Board.

e. Consider Approval of Access and Temporary Construction Easement Granted by Mecklenburg County for Construction of the Kincaid Trail Greenway

Summary: The Kincaid Trail Greenway extension has been planned for several years. The town received a grant from NCDOT to construct the project. Mecklenburg County purchased one of the parcels where the greenway will be constructed. It was necessary to secure an access and temporary construction agreement in order for the project to proceed.

f. Consider Approval of Resolution 2024-24 Authorizing the Parkside Commons Purchase Agreement

Summary: The Town of Davidson, in conjunction with the Davidson Community Foundation (DCF), is purchasing eight townhouse units from Taylor Morrison of Carolinas, Inc. These eight units were required by the Davidson Planning Ordinance (DPO) to be designated and deed restricted as affordable units. In order to maintain long-term affordability, the Town, with financial support from DCF, is purchasing the units and selling to income-restricted buyers. The Town Board approved the affordable housing plan for Parkside Commons at the May 24, 2024, Board meeting.

The attached purchase agreement for the additional seven units authorizes the Town Manager to enter into the purchase agreement on a set schedule as found in Exhibit A of the Purchase Agreement. The individual sale of each subsequent unit will require Town Board authorization as required under N.C.G.S. 157. The first unit was purchased by the Town on August 23, 2024, after approval from the Town Board. The initial unit is currently under contract to be purchased by an income-qualified buyer.

g. Consider Approval of Resolution 2024-25 and Budget Amendment 2025-09 Authorizing the Conveyance of 916 Mary Max Drive to an Income-Qualified Buyer

Summary: The Town approved a change to the affordable housing plan for Parkside Commons to allow the town to purchase the 8 units and sell them to qualified buyers. 916 Mary Max Drive is the second of the eight units to be sold.

h. Consider Approval of Municipal Agreement #13009 with the North Carolina Department of Transportation for the Beaty Street - North Main Street Intersection Improvements Project HL-0111

Summary: The town identified this intersection as needing improvement as was recommended in the Davidson Mobility Plan. The project would consist of adding turn lanes, a traffic signal, and pedestrian safety improvements. In addition, the College plans to realign Ridge Road to match with this project. A grant was secured from the Charlotte Regional Transportation Planning Organization (CRTPO). This agreement will allow for the project to begin with the design.

i. Consider Approval of Municipal Agreement #12957 with the North Carolina Department of Transportation for Maintenance of Town-Owned Traffic Signals

Summary: For many years, the town has partnered with NCDOT to maintain the town's traffic signals. This agreement continues this partnership with added pedestrian hybrid beacons. The Project consists of the maintenance, by the NCDOT, of two (2) municipally-owned signals and five (5) municipally-owned pedestrian hybrid beacons (PHBs) at the following locations: 1) Griffith Street at Beaty Street (Signal); 2) 19436 Davidson-Concord Road (SR-2693) (Pre-Emptive Signal); 3) Griffith Street at Jetton Street Roundabout (PHBs x 2); 4) Griffith Street at Harbour Place Drive Roundabout (PHBs x 2); 5) E. Rocky River Road (SR-2420) at West Branch Greenway (PHB x 1).

- j. Consider Approval of Tax Levy Adjustments**
Summary: The Town received tax levy adjustment refund check requests from the Mecklenburg County Assessor's Office for \$389.71, including interest, on two parcels. The refunds will be issued directly by the Town of Davidson. Details regarding the refund request are available in the Finance Office.
- k. Consider Approval of Budget Amendment 2025-11 - Art Park Feasibility Study Grant from Arts & Science Council (ASC)**
Summary: The Town received an Art Park Feasibility Study Grant from the Arts and Sciences Council for \$7,500. The funds will be used to study a possible art park at Abersham Park.

VII. BUSINESS ITEMS

- a. Davidson Veterans Monument Update**
Presenter: Kim Fleming, Economic Development Director
Summary: The Town Board formed the Davidson Veterans Committee in December 2022 with the purpose of exploring options for the design, location and funding of a Davidson Veterans Monument. Along with the Davidson Public Art Commission, Douwe Blumberg's design "Flames of Honor" was selected as the committee's selection for the Davidson Veterans Monument. The monument will be located in Nancy MacCormac Plaza in front of the Davidson Post Office. To date, the committee has raised \$145,000 toward this effort.
Action/Proposed Motion: This item is for discussion only.
- b. Discuss Fiscal Year 2025 Non-Profit Grant Recommendations**
Presenter: Gina Carmon, Recreation Operations Manager, Michael Murray
Summary: The Board of Commissioners has historically appropriated \$50,000 for non-profit grants as part of the annual budget process. Non-profits serving Davidson residents may apply for funding to support activities that meet a public purpose that the Town government does not directly provide but could if facilities and staffing were available. Successful applicants must serve Davidson residents. Funding recommendations from the Livability Board will align with the Town's Core Values and the Board of Commissioners' Strategic Plan. Michael Murray, Chair of the Livability Board, will discuss their recommendations on how the Fiscal Year 2025 Non-Profit Grant funds should be allocated.
Action/Proposed Motion: This item is for discussion only
- c. Discuss Resident-Proposed Text Amendment**
Presenter: Jason Burdette, Planning Director
Summary: A resident has proposed text amendments to Davidson Planning Ordinance (DPO) 4.3.1.D specific to fencing regulations in the front yard and on corner lots. Proposed text amendments will follow the process described in DPO 14.23, Amendments Generated by Petition.
Action/Proposed Motion: This item is for discussion only.
- d. Consider Approval of Resolution 2024-26 Authorizing the Conveyance of 153**

Mock Road to an Income-Qualified Buyer

Presenter: Alexander Cahill, Affordable Housing & Equity Director

Summary: The Town of Davidson purchased 153 Mock Road, along with four other properties, in February of 2019. The original intent of the purchase was to prevent the properties from being purchased by investors, who would then flip them and potentially create or accelerate a gentrification process. The original intent was to rehab the properties, and then sell them to an income-qualified buyer through the affordable housing program.

The Town has worked to restore and rehab the property at 153 Mock Road. The rehab has been completed by Built2Last and the property is ready to be sold to an income-qualified buyer. The intent, under the current affordable housing guidelines, is to sell to an income-qualified buyer under the Town's affordable housing program.

Action/Proposed Motion: Motion to approve Resolution 2024-26 Authorizing the Town Manager to Approve the Conveyance of 153 Mock Road to an Income-Qualified Buyer Under the Town's Affordable Housing Program.

e. Discuss Grant Review, Application and Selection Project (GRASP) and Approval of Budget Amendment 2025-10

Presenter: Pieter Swart, Finance Director

Summary: The Town's Grant Review, Application and Selection Project (GRASP) will combine internal staff expertise with an external grant consultant to enhance the Town's grant program. Grant focus areas will be: Affordable Housing; Agricultural Corridor & Food Systems - USDA; Public Safety; and Sustainability. An external partner has been identified, and the Board will consider funding the contract with budget amendment 2025-10 for \$9,000 from fund balance. The Federal Fiscal Year 2025 begins October 1, and staff recommends approval now so we can be prepared to move on emerging grant opportunities.

Action/Proposed Motion: Motion to Approve Budget Amendment 2025-10.

f. 2024-2025 Strategic Plan Update

Presenter: Austin Nantz, Assistant Town Manager

Summary: The Board of Commissioners and Town staff met in February to develop the 2024-2025 Strategic Plan and the draft plan was approved at the March 26, 2024, meeting. The Strategic Plan includes seven strategic goal areas and corresponding priorities. The discussion will include highlights of work that has been completed or is underway.

Action/Proposed Motion: This item is for discussion only.

VIII. SUMMARIZE MEETING ACTION ITEMS

Town Manager will summarize items where the board has requested action items for the staff.

IX. ADJOURN



PROCLAMATION
International Walk to School Day - October 9, 2024

WHEREAS, the lives of hundreds of children could be saved each year if communities take steps to make pedestrian and bicycle safety a priority;

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine;

WHEREAS, driving students to school by private vehicle contributes to traffic congestion and air pollution; and

WHEREAS, an important role for parents and caregivers is to teach children about pedestrian and bicycle safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution;

WHEREAS, community leaders and parents can determine the "walkability" of their community by using a walkability checklist; and

WHEREAS, community members and leaders should make a plan to make immediate changes to enable children to safely walk and bicycle in our communities and develop a list of suggestions for improvements that can be done over time;

WHEREAS, children, parents and community leaders around the world are joining together to walk and bike to school and evaluate walking and bicycling conditions in their communities;

NOW THEREFORE, I, Rusty Knox, Mayor of the Town of Davidson, North Carolina, joining with Davidson area schools, parents, PTOs, businesses and community members, do hereby proclaim October 9, 2024 "International Walk to School Day" in Town of Davidson, NC and encourage everyone to consider the safety and health of children today and every day.

Proclaimed this the 24th day of September 2024.

Rusty Knox, Mayor



PROCLAMATION Fire Prevention Week

WHEREAS, The Town of Davidson is committed to ensuring the safety and security of all those living in and visiting Davidson; and

WHEREAS, Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, Home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, Roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, Working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, Smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, Residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Residents will make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, Residents should test smoke alarms at least once a month; and

WHEREAS, The 2024 Fire Prevention Week theme, “**Smoke alarms: Make them work for you**” serves to remind us the importance of having working smoke alarms in the home.

NOW, THEREFORE, I, Rusty Knox, Mayor of Davidson, do hereby proclaim **October 6-12, 2024, as Fire Prevention Week** and urge everyone to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of the Town of Davidson fire and emergency services.

Proclaimed this the 24th day of September 2024.

Rusty Knox, Mayor



August 13, 2024

**SECOND TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, August 13, 2024 in the Town Hall and Community Center Board Room. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison Brandon, Autumn Riersen Michael, and Ted Stauffer. Town Manager Jamie Justice, Town Attorney Karen Wolter, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m.

- **ANNOUNCEMENTS/PROCLAMATION**

Communications Director Jessica Johnson announced the following:

The managers of Mecklenburg County government, the City of Charlotte government, and a majority of the six towns within Mecklenburg County have successfully concluded meetings leading to the preparation of draft legislation which would enable a countywide referendum on a one-percent local sales tax to fund mobility initiatives countywide, and the ability to establish a regional transit authority.

Elected officials for each jurisdiction will now consider the draft legislation and pass a resolution supporting its advancement to the North Carolina General Assembly. Once the Towns confirm support, the legislation will be formally submitted to the N.C. General Assembly for consideration. Local government, business, and community leaders hope to gain adoption of enabling legislation which will give the voters of Mecklenburg County an opportunity to determine their transportation future by making a choice for increased regional transportation infrastructure investments for both roads and transit.

If the referendum is authorized, local leaders will engage the broader community about how previous mobility plans, including those for expansion of our public transit network, may be modified to match available resources and support the continued growth our region is experiencing. That process will be essential to winning broad public support for the mobility plan. This is a vital step toward meeting our region's numerous mobility needs over the coming decades. More information on this proposal will be discussed at the upcoming August 27 and September 10 Town Board meetings and will include opportunities for the public to comment.

Last Saturday's 'Stuff the Truck' event hosted by the Davidson Fire Department in partnership with the Police Department and local non-profit, FeedNC was a huge success. Our community contributed eight hundred and sixty-six (866) pounds of back-to-school items for those in need. This year's total was over 500 pounds more than last year's collection! Every donation, no matter how small, contributes to a larger mission of ensuring that no child goes hungry as they embark on their educational journey.

The Town of Davidson is now accepting applications from nonprofits for grant funding for Fiscal Year 2025. The deadline for submission is Friday, September 6. For additional details and to apply, please visit the Town's website.

Davidson Police Department will host their second Dog Walker Watch training sessions on Thursday, September 19 at 6:00 p.m. in the Briefing Room of the Davidson Public Safety Building at 216 S. Main Street. The deadline to register for this session is Monday, September 16 by 5:00 p.m.

Christmas in Davidson will take place from 6:00 p.m. – 9:00 p.m. nightly Thursday, December 5 through Saturday, December 7. Applications to participate as a vendor at this year's Christmas in Davidson are now being accepted. To participate in Christmas in Davidson as a food vendor, artisan vendor, or to provide official entertainment, applications are required. The following schedule applies to all three categories:

1. All applications are due by 5:00 p.m. on Tuesday, October 1.
2. All applicants will be notified of your acceptance via email by 5:00 p.m. on Tuesday, October 15.
3. All accepted applicants will be notified of their event location and participation information via email by 5:00 p.m. on Friday, November 1. Additional event information and applications are available on the Town's website.

Applications to participate in the 42nd Annual North Mecklenburg Holiday Parade are now being accepted. The parade will begin at 1:00 p.m. on Saturday, December 7, 2024.

The Annual Lake Norman Fondo Cycling Event for LKN Area Charities will take place on Sunday, August 18. Each of the bicycle rides originates on Lorimer Road near Davidson Town Green (119 S. Main Street) and heads east out of Town on Concord Road. Please exercise caution when traveling around Town as approximately 500 participants are anticipated to attend this year's event. Lorimer Road will be closed from the CVS parking lot at 127 S. Main Street to Concord Road beginning Saturday, August 17 at 6:00 p.m. through Sunday, August 18 at 4:00 p.m. Line up for the rides will begin at 7:00 a.m. Participating cyclists are asked to park in the public lots along Jackson Street. Please note due to Sunday's church services, available parking Downtown may be limited. Lake Norman Fondo event related activities will take place on the Davidson Town Green throughout the day.

Mayor Knox read a proclamation **Honoring Davidson Wildcat Olympic Medalists Evy Leibfarth (Class of 2025) and Stephen Curry (Class of 2010).**

- **CHANGES/ADOPTION OF THE AGENDA**

No changes to the agenda.

Commissioner Mattison Brandon made a motion to adopt the agenda. The motion passed unanimously (5-0).

- **BUSINESS ITEMS**

(a) Sustainability Manager Kayla Kovach presented the **Climate Action Plan Implementation Strategy for FY 25, 26**. In 2020, the Town of Davidson adopted a Comprehensive Plan which included numerous sustainability and energy-related items. Between 2020 and 2022, the Davidson Board of Commissioners added sustainability as a goal to their Strategic Plan and a municipal operations goal of carbon neutrality by 2037 was adopted. In 2021, a sustainability committee was formed and a sustainability framework was adopted. The Town has shown dedication to sustainability and has developed several sustainability initiatives over the past few years. Town Staff worked with Blue Strike Environmental to develop a Climate Action Plan. This Plan provides a roadmap of goals, strategies, and actionable steps to drive emission reductions for both municipal operations and the community.

The Climate Action Plan was adopted by the Board of Commissioners on April 9, 2024. An implementation strategy has now been developed with a list of priority action items from the Climate Action Plan for the next two years. Kayla Kovach, Sustainability Manager, presented an overview of action items that were identified as priorities based on the priority scores assigned to the items during Plan development, Sustainability Committee recommendations, various Town Department and Plan priorities, the Board of Commissioner's Strategic Plan, and availability of funding and resources.

(b) Affordable Housing & Equity Director Alexander Cahill discussed with the Board a **draft Resolution authorizing the Town of Davidson to exercise the powers of a Housing Authority per NCGS §157**. In the event the Town Board designates itself to exercise the powers, duties, and responsibilities of a housing authority, it may assign the administration of the housing programs, developments, and policies to any existing or new department of the Town. Following a public hearing at the August 27 meeting, the Town Board will be asked to approve this resolution. All interested parties are invited to present comments at the public hearing.

(c) The Town of Davidson is proposing to establish an **Emergency Home Repair program**. This program falls under the "preserve" pillar of the affordable housing strategic framework. Affordable Housing & Equity Director Alexander Cahill presented an overview of the program pilot that is being launched with pilot funding from the Davidson Community Foundation (DCF). Any vendor that can meet the program requirements, is a HUB-certified vendor, and aligns with the Town's mission, strategic plan, and core values will be considered.

The Town Board will be asked to consider approval of establishing an Emergency Home Repair Pilot Program at the September 10 meeting.

(d) Assistant Town Manager Austin Nantz reviewed with the Board the draft 2024-2025 County, State, and Federal Advocacy Agenda. The Town of Davidson has historically created a legislative advocacy agenda to further the Town's goals and advocate for the best interests of Davidson. The Board will be asked to approve the advocacy agenda at the August 27 meeting.

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **ADJOURN**

Commissioner Rierson Michael made a motion to adjourn the meeting. The motion passed unanimously (5-0).

The meeting adjourned at 7:40 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



August 27, 2024

**FOURTH TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, August 27, 2024 in the Town Hall and Community Center Board Room. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison Brandon, and Autumn Rierson Michael. Commissioner Ted Stauffer was absent. Town Manager Jamie Justice and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:02 p.m.

- **ANNOUNCEMENTS**

Communications Director Jessica Johnson announced the following:

The Charlotte Area Transit System (CATS) will host several public meetings to inform riders about its microtransit service, the proposed conversion of routes 97, 98, 99, 290 and the discontinuation of route 47x. These changes would occur in 2025. On Thursday, August 29, CATS representatives will host a public informational session from 5:00 p.m. – 7:00 p.m. in the Lower-Level Community Room at the Davidson Town Hall and Community Center located at 251 South Street.

The Town of Davidson's new Concert Series, Music and Makers held the 5th Saturday of the month will take place this Saturday, August 31. Main Street businesses will feature handmade items produced by local makers with live music starting on The Crazy Pig Stage (402 S Main St.) from 2:00 p.m. - 8:00 p.m.

All Town of Davidson municipal offices, including the Davidson Town Hall and Community Center located at 251 South Street and the Davidson Public Safety Building located at 216 South Street, will be closed on Monday, September 2, 2024, in observance of Labor Day. Offices will re-open on Tuesday, September 3, 2024, for regular business hours from 8:00 a.m. – 5:00 p.m.

According to Waste Pro, garbage pick-up will be on a one-day delay. Any Disposal and Collection service that would have been regularly provided, but for the holiday, shall be provided the day after the holiday.

Town Advisory Board applications will be accepted beginning Tuesday, September 3 through Friday, October 4. For more information on town advisory boards, please visit the Boards &

Commissions section of the Town's website.

Nominations for the 2024 G. Jack Burney Community Service award will be accepted starting Monday, September 9. This special award honors both G. Jackson Burney and those who improved the Davidson community through unselfish service over a lifetime. All submissions must be received by Monday, September 30 by 5:00 p.m. to be considered. Nomination forms will be made available online or by visiting Davidson Town Hall and Community Center located at 251 South Street on Monday, September 9.

Mayor Knox read a proclamation for **National Suicide Prevention Awareness Month**.

- **CHANGES/ADOPTION OF THE AGENDA**

There were no changes to the agenda.

Commissioner Rierson Michael made a motion to adopt the agenda. The motion passed unanimously (4-0).

- **PRESENTATION**

Mecklenburg County Community Services Manager Shakirah Francis presented an update on the HOMES Program. The Helping Out Mecklenburg homeowners with Economic Support (HOMES) Program is returning for another season beginning July 1 – Nov. 22, 2024. This year, the County is partnering with the Town of Davidson to provide grant funding to qualifying residential homeowners to help address the rising costs of retaining their homes. Grant funds will be paid to the Mecklenburg County Tax Collector, who will reduce the total amount of taxes due for qualifying recipients' primary residence. The amount granted will be equal to 35% of the Mecklenburg County tax amount on the last available tax bill. If you live in the Town of Davidson, additional funding (up to \$566) may be available. Funds will be granted in the order in which the applications were received until funds are exhausted.

- **PUBLIC COMMENT**

The public comment period opened at 6:18 p.m. and closed at 6:31 p.m. Five people spoke during the public comment period.

Bill Fountain spoke about Charlotte Mecklenburg Schools.

Bill Lush spoke about the upcoming Ramble On Music Festival and impact to adjacent neighbors.

Steve Sonnenberg spoke about the recent Parks and Recreation Master Plan, DEI, and Affordable Housing on town-owned land.

Cherese Spand spoke about Legacy on the Westside receiving their non-profit status.
Doug Hicks spoke on behalf of Davidson College in support of the proposed Red Line.

- **PUBLIC HEARING**

The Board of Commissioners held a public hearing on authorizing the Town of Davidson to exercise the powers, duties, and responsibilities of a Housing Authority pursuant to Housing Authority Law N.C.G.S. §157.

Commissioner Fay made a motion to open the public hearing at 6:39 p.m. The motion passed unanimously (4-0).

Affordable Housing and Equity Director Alexander Cahill discussed with the Board Discuss a Resolution authorizing the Town of Davidson to exercise the powers, duties, and responsibilities of a Housing Authority per NCGS §157. One person spoke during the public hearing.

Commissioner Rierson Michael made a motion to close the public hearing at 6:43 p.m. The motion passed unanimously (4-0).

- **CONSENT AGENDA**

Approval of July Meeting Minutes

Approval to authorize the Town Manager to enter into a Memorandum of Understanding between the Davidson Community Foundation and the Town of Davidson to accept \$400,000 to be used towards the buy-down purchase of 8 units at Parkside Commons

Approval to authorize the Town Manager to enter into a Memorandum of Understanding between the Davidson Community Foundation and the Town of Davidson to accept \$20,000 to be used towards funding the Essential Home Improvement Program (formerly known as Critical Home Repair) and to approve Budget Amendment BA 2025-04

Adoption of Ordinance 2024-06 and Consistency Statement, An Ordinance to Improve the Diversity of Tree Canopy throughout Davidson

Approval of Amended Lake Norman Transportation Commission Interlocal Agreement and Resolution 2024-15

Approval of the Extension of the Axon Contract for Bodyworn Cameras and Tasers

Approval of Capital Project Ordinance 2024-07 for Fire Station 1 design and engineering and Budget Amendment 2024-06 to allocate \$140,000 of Unassigned Fund Balance

Approval of Resolution 2024-16 which directs the Finance Director to assign \$400,000 of fund balance for future debt service on the construction of a new fire station 1

Approval of a Budget Amendment for a NCDEQ-CWRAR Recycling Grant

Approval of FY2025 Tax Levy Order of Collection for Mecklenburg and Iredell Counties and FY2024 Settlement Statements

Approval of Charlotte Regional Transportation Planning Organization Memorandum of Understanding and Resolution 2024-17

Approval of the updated Affordable Housing and Equity Board Bylaws

Approval of Midterm Appointment to the Affordable Housing and Equity Board

Approval of the Creation of a Sustainability Board and Bylaws

Approval of Noise Ordinance Variance Request – Davidson College Fall Fling September 28, 2024

Approval of NCDOT Supplemental Agreement for EB-5933 Kincaid Multi-Use Trail

Commissioner Fay made a motion to approve the consent agenda. The motion passed unanimously (4-0).

- **BUSINESS ITEMS**

(a) Town Manager Justice reviewed with the board the **Draft Resolution in Support of Legislation Authorizing Referendum**. The Town of Davidson is a member of the Metropolitan Transit Commission established in 1999, and is supportive of providing diverse roadway infrastructure and public transportation options to its citizenry. The town, city, and county managers have been working for many months to draft legislation that would, if approved by the North Carolina General Assembly, allow the citizens of Mecklenburg County to decide by referendum whether they will authorize an additional sales tax for investment in roadway and public transportation systems.

(b) The Town Board will be asked to approve the proposed Resolution in Support of Legislation Authorizing Referendum at the September 10, 2024 meeting. Staff recommended **amending the Rules of Procedure to allow for a Public Comment Period**.

Commissioner Rierson Michael made a motion to Amend the Rules of Procedure to allow for a Public Comment Period on the proposed Resolution in Support of Legislation Authorizing Referendum at the Town of Davidson Board of Commissioners Meeting on Tuesday, September 10 at 6:00 p.m. The motion passed unanimously (4-0).

(c) Parks and Recreation Director Leslie Willis presented an overview of the **2024 Parks and Recreation Master Plan**. In January, the Town contracted with LandDesign to administer a Master Plan update. The current plan was completed in 2014 and an update to the Master Plan was necessary for future grant funding. Over the course of 7 months, 5 public-input sessions, and 2 surveys were administered to gather the current needs within the community. The current needs and national trends will be used to guide and make decisions regarding new and existing park amenities, recreational programs and investments for the next 10 years. The Board of Commissioners will consider adoption of the 2024 Parks and Recreation Master Plan at the September 10 meeting.

(d) Planning Director Jason Burdette presented an update on the **proposed updates to the Davidson Planning Ordinance (DPO) Chapter 5: Affordable Housing**. Goals for the update include ensuring that best practices are aligned with the DPO, improving developer-based affordable housing plans and the process to manage said plans, developing incentives to secure more built units, addressing the rental gap (as documented in the Affordable Housing Needs Assessment and Implementation Strategy), simplifying the chapter's structure, and providing improved clarity and options for developers. Potential options include both administrative (built units or payments-in-lieu), or legislative (opting out of the requirements of the chapter and electing to pursue conditional approval).

Planning staff and Affordable Housing staff will continue to work with the Planning Board Ordinance Committee, Affordable Housing & Equity Board, and other stakeholders to develop the proposed text. The formal text amendment process will include a public hearing, planning board recommendation, and adoption by the Board of Commissioners early next year.

(e) Following a public hearing earlier in the meeting, the Board of Commissioners reviewed the draft **Resolution 2024-18 authorizing the Town of Davidson to Exercise the Powers, Duties, and Responsibilities of a Housing Authority Pursuant to Housing Authority Law N.C.G.S. §157**. In lieu

of creating a housing authority, the Town Board, if it deems wise, can either designate a redevelopment commission created under the provisions of Chapter 160 of the General Statutes to exercise the powers, duties, and responsibilities of a housing authority, or may itself exercise such powers, duties, and responsibilities. In the event the Town Board designates itself to exercise the powers, duties, and responsibilities of a housing authority, it may assign the administration of the housing programs, developments, and policies to any existing or new department of the Town. This item was previously discussed at the August 13 meeting.

Commissioner Justus made a motion to approve Resolution 2024-18 authorizing the Town of Davidson to Exercise the Powers, Duties, and Responsibilities of a Housing Authority Pursuant to Housing Authority Law N.C.G.S. §157. The motion passed unanimously (4-0).

(f) At the August 13 meeting, Assistant Town Manager Austin Nantz reviewed the proposed 2024-2025 County, State, and Federal Advocacy Agenda. The Town of Davidson has historically created a legislative advocacy agenda to further the Town's goals and advocate for the best interests of Davidson.

Commissioner Mattison Brandon made a motion to approve Resolution 2024-19 - 2024-25 County, State, and Federal Advocacy Agenda. The motion passed unanimously (4-0).

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **ADJOURN**

Commissioner Mattison Brandon made a motion to adjourn the meeting. The motion passed unanimously (4-0).

The meeting adjourned at 8:30 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



**RESOLUTION 2024-22
ALLOCATING FUNDS FROM THE 2021 GO BOND ISSUANCE**

WHEREAS, on May 25, 2021 at a Town Board Meeting, the Town Board approved Resolution 2021-12 directing the issuance of GO Bonds which included Greenway Projects, Mobility Projects, Parks and Recreation Projects, and Public Facilities Projects

WHEREAS, Town Staff had presented the projects to be funded by the 2017 GO Bond Orders at the April 13, 2021 Town Board Meeting, and

WHEREAS, the cost to complete projects has varied from the original projection, and

WHEREAS, The Town received a PARTF grant to offset certain costs of Beaty Park, and the Town received income from the investment of the GO Bond proceeds, and

WHEREAS, funds are required to complete the lead-based paint remediation in the 251 South Street gymnasium renovation project,

NOW THEREFORE BE IT RESOLVED by the Town of Davidson Board of Commissioners:

To allocate funds from the 2017 GO Bond orders and issued in 2021 as follows:

Beaty Park	\$2,118,661
Griffith Street Roundabouts – Pedestrian HAWK Signals	\$ 604,370
Fisher Farm Park Restroom	\$ 470,372
Plum Creek Park Restroom	\$ 495,885
Kincaid Trail	\$ 400,000
Parham Park ADA Kayak Launch	\$ 255,000
Downtown Gathering Space	\$ 257,400
Gymnasium Renovation	\$ 135,000
Unallocated Funds	<u>\$ 85,616</u>
TOTAL	\$4,822,304

Adopted on the 24th of September 2024

Attest:

Rusty Knox, Mayor

Elizabeth K. Shores
Town Clerk



RESOLUTION 2024-23
INTERLOCAL AGREEMENT FOR ASSIGNMENT OF STREET ADDRESSES

WHEREAS, The Town of Davidson acknowledges the importance of displaying proper street address numbers for effective emergency response, mail delivery, and general identification of properties;

WHEREAS, The Town of Davidson is willing to and does hereby delegate to Mecklenburg County the responsibility for the assignment of street addresses per the provisions of the Mecklenburg County Street Address Ordinance;

WHEREAS, The Town of Davidson recognizes the need for a unified approach to the assignment of addresses within Mecklenburg County, promoting consistency and efficiency.

WHEREAS, The Town of Davidson desires and agrees to addresses within the corporate limits being assigned by Mecklenburg County pursuant to the Mecklenburg County Street Address Ordinance, which sets forth the rules and requirements for the proper display of street address numbers;

WHEREAS, The Town of Davidson intends to establish a joint agency as authorized by N.C. Gen. Stat. 160A-462, the “Addressing Working Committee,” to oversee the implementation and administration of the addressing system;

WHEREAS, The Town of Davidson agrees to follow the street naming approval process set forth by the Mecklenburg County Land Use and Environmental Services Agency (LUESA) and to comply with street name changes;

WHEREAS, as a result of the consolidation of the development permit process throughout Mecklenburg County LUESA, all building permits and approvals have been centralized in one location;

WHEREAS, Mecklenburg County will issue certificates of occupancy once it has been certified that the street address numbers required by The Town of Davidson ordinance have been posted.

WHEREAS, Mecklenburg County will report all assignments of street addresses and certificates of occupancy within the city and town limits on a regular basis according to a schedule agreed upon by the respective staff.



WHEREAS, Mecklenburg County will accept the responsibility for the enforcement of all relevant ordinances pursuant to this Interlocal Agreement. Mecklenburg County will apprise the Town of Davidson of enforcement actions on an ongoing basis.

NOW THEREFORE BE IT RESOLVED the Town of Davidson Board of Commissioners does hereby resolve:

Adopted on the ____ of ____ 2024

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk



INTERLOCAL AGREEMENT FOR **ASSIGNMENT OF STREET ADDRESSES**

This Interlocal Agreement ("Agreement") made and entered into this _____ of _____, 2024 to be effective upon the date of full execution, by and between Mecklenburg County, a political subdivision of the State of North Carolina (the County), the City of Charlotte, a municipal corporation, organized under the State of North Carolina (the "City") and the Towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville, all municipal corporations, collectively referred to as ("Participants") for the assignment of street addresses.

WITNESSETH:

WHEREAS, Participants acknowledge the importance of displaying proper street address numbers for effective emergency response, mail delivery, and general identification of properties;

WHEREAS, Charlotte, Davidson, Huntersville, Matthews, Mint Hill, Cornelius, and Pineville municipalities are willing to and do hereby delegate to Mecklenburg County the responsibility for the assignment of street addresses per the provisions of the Mecklenburg County Street Address Ordinance;

WHEREAS, Participants recognize the need for a unified approach to the assignment of addresses within Mecklenburg County, promoting consistency and efficiency.

WHEREAS, Participants desire and agree to addresses within their corporate limits being assigned by Mecklenburg County pursuant to the Mecklenburg County Street Address Ordinance, which sets forth the rules and requirements for the proper display of street address numbers;

WHEREAS, Participants intend to establish a joint agency as authorized by N.C. Gen. Stat. 160A-462, the "Addressing Working Committee," to oversee the implementation and administration of the addressing system;

WHEREAS, Participants agree to follow the street naming approval process set forth by the Mecklenburg County Land Use and Environmental Services Agency (LUESA) and to comply with street name changes;

WHEREAS, as a result of the consolidation of the development permit process throughout Mecklenburg County LUESA, all building permits and approvals have been centralized in one location;

WHEREAS, Mecklenburg County will issue certificates of occupancy once it has been certified that the street address numbers required by either Charlotte, Davidson, Huntersville, Matthews, Mint Hill, Cornelius, or Pineville ordinances have been posted.

WHEREAS, Mecklenburg County will report all assignments of street addresses and certificates of occupancy within the city and town limits on a regular basis according to a schedule agreed upon by the respective staff.

WHEREAS, Mecklenburg County will accept the responsibility for the enforcement of all relevant ordinances pursuant to this Interlocal Agreement. Mecklenburg County will apprise other Participants of enforcement actions on an ongoing basis.

NOW, THEREFORE, the Participants agree as follows:

Section I. Applicability

This Agreement shall apply to all incorporated and unincorporated areas within Mecklenburg County, including the City of Charlotte, and the Towns of Davidson, Huntersville, Matthews, Mint Hill, Cornelius, and Pineville.

Section II. Display of Street Address Numbers

Owners of residential, institutional, or commercial buildings are required to prominently display the proper street address numbers on the front of the building, ensuring visibility and legibility from the nearest public travel way.

Section III. Assignment of Street Address Numbers

The Geospatial Information Systems (GIS) Division within the Mecklenburg County Land Use and Environmental Services Agency (LUESA) shall be responsible for assigning proper street address numbers. Property owners shall apply to the Mecklenburg County LUESA department through the web, telephone, mail, or in-person methods to obtain the correct address assignment.

Section IV. Numbering Rules

LUESA shall provide detailed numbering rules that govern the assignment and display of street address numbers. These rules shall be made available to property owners and stakeholders upon request and through official communication channels.

Section V. Timeframe for Displaying Street Address Numbers

a. Address identification characters should contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be a minimum of 6 inches high with a minimum stroke width of $\frac{3}{4}$ inch. Where required by the fire code official, address identification should be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and building address cannot be viewed from the public way, a monument, pole, or other approved sign or means shall be used to identify the structure. (2018 NC State Building Code – [F] 501.2 Address Identification)

b. Address information not on face area: Street address numbers shall be at least 4 inches in height or 1 inch in height for every 10 feet of distance between the displayed number and the centerline of the adjacent roadway, whichever is greater. The maximum number size will not exceed 1.5 times the required size and not exceed 30 inches.

c. "Clearly visible" shall be defined as having sufficient size and contrast to be easily read and identified without being overly attention-grabbing or distracting.

d. For sites that have been recently addressed for building permit submittal and will not be constructed within the next 30-day period, property owners are required to post temporary address markers or numbers that meet the specified size and visibility requirements. Utility equipment on sites without buildings shall also be required to display addresses according to the same rules for buildings.

Section VI. Prohibited Acts

It shall be unlawful for anyone or other legal entity to remove or deface a street address that is displayed in accordance with Section V of this Agreement. It shall also be unlawful to allow an incorrect street address to remain on a building.

Section VII. Street Name Approval and Street Name Changes

a. LUESA shall review new street names and proposed street name changes. Participants agree to follow the street naming approval process set forth by the County and comply with approved street name changes.

b. N.C. Gen. Stat. § 153A-239.1. Naming roads and assigning street numbers in unincorporated areas for counties.

a. A county may by ordinance name or rename any road within the county and not within a city, and may pursuant to a procedure established by ordinance assign or reassign street numbers for use on such a road.

b. In naming or renaming a road, a county may not:

i. Change the name, if any, given to the road by the Board of Transportation, unless the Board of Transportation agrees ;

ii. Change the number assigned to the road by the Board of Transportation, but may give the road a name in addition to its number; or

iii. Give the road a name that is deceptively similar to the name of any other public road in the vicinity.

c. A county shall not name or rename a road or adopt an ordinance to establish a procedure to assign or reassign street numbers on a road until it has held a public hearing on the matter. At least 10 days before the day of the hearing to name or rename a road, the board of commissioners shall cause notice of the time, place and subject matter of the hearing to be prominently posted at the county courthouse, in at least two public places in the township or townships where the road is located, and shall publish a notice of such hearing in a newspaper of general circulation published in the county. At least 10 days before the day of the hearing to adopt an ordinance to establish a procedure to assign or reassign street numbers on a road, the board of commissioners shall publish a notice of such hearing in a newspaper of general circulation in the county. After naming or renaming a road, or assigning or reassigning street numbers on a road, a county shall cause notice of its action to be given to the local postmaster with jurisdiction over the road, to the Board of Transportation, and to any city within five miles

of the road. Names may be initially assigned to new roads by recordation of an approved subdivision plat without following the procedure established by this section. (b) Repealed by Session Laws 1993, c. 62, s. 3. (1979, 2nd Sess., c. 1319, s. 2; 1981, c. 568; 1983, cc. 98, 299; 1987 (Reg. Sess., 1988), cc. 900, 906; 1989, c. 335, s. 1; 1989 (Reg. Sess., 1990), cc. 836, 854, 911; 1991, c. 9, s. 2; 1991 (Reg. Sess., 1992), c. 778, s. 2; c. 849, ss. 2, 2.2; c. 936, s. 2; 1993, c. 62, s. 3; 2001-145, s. 1.)

Section VIII: Municipal Street Maintenance Adoption (Related to the NC Powell Bill)

Cities and Towns will submit a Street Acceptance notification to the LUESA - GIS Addressing Program when adopting street segments for municipal road surface maintenance and responsibility. This notification should be in the form of a formal letter or an official email, providing comprehensive details about the street acceptance process. The documentation should include specific information related to the town or city council's action item and approval, ensuring clarity and transparency in the adoption procedure.

Additionally, the Street Acceptance Report notification must indicate when streets have been formally adopted for maintenance purposes. This notification serves as an official record of the adoption and must be submitted promptly to LUESA – GIS Addressing Program.

Section IX. Enforcement

Mecklenburg County shall be the responsible party for enforcing the addressing standards set forth in this Agreement. Enforcement actions may include issuing citations, notices of violation, or other appropriate measures to ensure compliance. Enforcement will be primarily complaint-driven.

Section X. Treatment of Existing Nonconforming Address Numbers

Existing nonconforming address numbers shall be required to be updated to meet the new addressing standards within a reasonable timeframe after the effective date of this Agreement. Property owners shall be provided with a grace period to make the necessary adjustments.

Section XI. Corner Lot Address Posting

On lots adjoining more than one street, placement of address numbers on structures shall make clear to which street or road the number refers. Where this cannot be attained by choice of placement location, both the street name and number shall be displayed (e.g., 234 Bay Street).

Section XII. Supplementary Numbers for Buildings with Rear Parking Lots

Buildings with rear parking lots shall be required to display supplementary numbers at a size of at least two (2) inches in height and one (1) inch in width, visible from the parking lot and meeting the same visibility requirements as specified for other street address numbers.

Section XIII. Amendment(s)

The Address Working Committee, composed of representatives from Mecklenburg County, Charlotte, Davidson, Huntersville, Matthews, Mint Hill, Cornelius, and Pineville, shall establish procedures for amending this Agreement, subject to the approval of the Participants.

This Committee would be responsible for overseeing the implementation, administration, and enforcement of the addressing system as outlined in this Agreement. The composition of this joint committee would include delegates or representatives appointed by the management of each entity, such as County Manager, City Manager and the town managers (Mecklenburg County, City of Charlotte, and the towns of Davidson, Huntersville, Matthews, Mint Hill, Cornelius, and Pineville). The purpose of the joint agency is to ensure cooperation and coordination among all involved parties for the effective implementation of the Agreement's provisions.

Section XIV. Termination

Any party may withdraw from this agreement upon sixty (60) days' written notice to the Committee.

Section XV. Other Matters

Any other necessary or proper matters related to the implementation, administration, or enforcement of the addressing system shall be recommended by the Committee and is subject to the approval of the Participants.

Section XVI. Effective Date and Term

This Agreement shall become effective on the date signed by all Participants and shall remain in effect unless modified or terminated by mutual agreement of the Participants.

City of Charlotte Signature:

County of Mecklenburg County Signature:

Town of Cornelius Signature:

Town of Davidson Signature:

Town of Huntersville Signature:

Town of Matthews Signature:

Town of Mint Hill Signature:

Town of Pineville Signature:



MECKLENBURG COUNTY
Land Use and Environmental Services Agency
GIS Division
2145 Suttle Avenue
Charlotte, NC 28208

June 27, 2024

Subject: Memo for Interlocal Agreement on Address Assignment
Dear Mecklenburg County/City/Town Officials:

I am writing to bring to your attention the proposed updates to the Interlocal Agreement on Address Assignment between Mecklenburg County and the involved jurisdictions. As you may be aware, the existing agreements with only Charlotte and Davidson, lack comprehensive documentation of changes and verbal agreements that have occurred over the years. To address this deficiency, it is imperative that we draft a revised agreement that accurately reflects the current landscape of our jurisdictions.

Historical Address Assignment Workload:

To provide context, I have outlined below the historical workload associated with Address Assignment over the past few years, illustrating the growth and changes in the number and types of address assignments:

- Occupied Buildings (including individual unit numbers)
- New Developments (Single/Multi-Family, Commercial, Mixed Use)
- Retaining Walls
- Cell Towers
- Meters
- Greenway Entrances
- Accessory Dwelling Units
- Bus Stops, and others

Historical Address Assignment Workload:

- 2024 - New Number 9898 as of today
- 2023 - 20677
- 2022 - 31293
- 2021 - 20494
- 2020 - 11952
- 2019 - 11036

Addressing Working Committee:

Under the interlocal agreement, the Addressing Working Committee was established to oversee and facilitate adherence to addressing policies and practices. This committee, consisting of representatives from Development



MECKLENBURG COUNTY
Land Use and Environmental Services Agency
GIS Division
2145 Suttle Avenue
Charlotte, NC 28208

Services & Planning, Fire, and Emergency Communication departments/city/towns, meets quarterly throughout the calendar year.

Committee members from the City of Charlotte and the Towns of Huntersville, Cornelius, Davidson, Matthews, Mint Hill, and Pineville are tasked with actively communicating any address-related issues and advocating for their respective agencies' interests during committee discussions.

Final Agreement Attached:

Attached to this memo, you will find the final draft of the proposed agreement. Since last December, over 15 versions have been distributed and discussed extensively.

Appendix:

The appendix includes the previous agreement, related ordinances, and other relevant documents for your reference.

Recommended Processing Schedule:

To ensure timely progress, we recommend the following processing schedule:

- Final review period by mid-July.
- Submission for Approval by the end of August.

Feedback Deadline:

Please review the attached documents and provide any feedback or suggestions by July 15, 2024. Should you have any questions or require further clarification, please do not hesitate to contact me or Angela Johnson.

Thank you for your attention to this matter. Your cooperation and input are greatly appreciated in this endeavor.

Best Regards,

Jai Wei
Director, GIS
Mecklenburg County – LUESA
2145 Suttle Avenue
Charlotte, NC 28208



MECKLENBURG COUNTY
Land Use and Environmental Services Agency
GIS Division
2145 Suttle Avenue
Charlotte, NC 28208

Appendix:

1. Mecklenburg County Street Address Ordinance September 19, 1983
2. The Abridge Mecklenburg County Ordinance 1984
3. City of Charlotte Interlocal Agreement 1984
4. Charlotte NC Code of Ordinance, Chapter 19
5. Mecklenburg County House Numbering Procedure 1996 Article I Title, Purpose, Authority, Jurisdiction.
6. The Town of Cornelius Code of Street Address Ordinance
7. The Town of Davidson Letter to Mecklenburg County dated 2001. This is a formal request letter to the Mecklenburg County Authority to assign addresses.

Portion of Tax Parcel #: 007-053-20
Deed reference: Book 24029, Page 365

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

ACCESS AND TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **MECKLENBURG COUNTY**, a North Carolina municipal corporation, hereinafter called "GRANTOR" (whether one or more), for valuable consideration, does hereby grant unto the **TOWN OF DAVIDSON**, a North Carolina municipal corporation, hereinafter called "GRANTEE", the perpetual right, privilege, and non-exclusive easement (the "Easement") to enter upon a portion of that land conveyed to GRANTOR by instrument recorded in Deed Book 24029, at Page 365 in the Mecklenburg Register of Deeds, as illustrated on the Exhibit attached hereto (hereinafter "Premises"), and incorporated by reference showing the location of the Easement. The designation GRANTOR and GRANTEE, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

The purpose of the easement is to permit GRANTEE to construct, reconstruct, improve, operate, and maintain a Greenway for public use by pedestrians, bicycles, and non-motorized vehicles over and across said Easement (the "Easement Facilities"), described as follows:

THAT PORTION of the Premises labeled "Trail Easement", consisting of 5,445 square feet, as shown on the drawing attached hereto as Exhibit 1, and which lies on a portion of Tax Parcel 007-053-20.

Once construction of the Easement Facilities is complete, the purpose of this Easement is to provide the public with the non-exclusive right of access, ingress, and egress to, from and over the Easement Facilities, and for GRANTEE to have the perpetual right and obligation to repair, maintain, and replace (as necessary) the Easement Facilities.

The following rights are also granted to GRANTEE: to enter upon said Premises to inspect, monitor, maintain, repair, and improve the Easement Facilities;

GRANTOR is hereby granting an Easement which may overlap pre-existing easements, and the

specific easement rights, grants and restrictions associated with the pre-existing and overlapping easements shall not be otherwise affected, limited, or infringed by the conveyance of the Easement granted herein. The granting of this Easement does not affect existing electrical or telecommunication facilities, if any, located in the area of the Easement granted herein.

In addition, said GRANTOR, for good and valuable consideration, receipt of which is acknowledged, has granted, and by these presents does grant to said GRANTEE and its successors a non-exclusive Temporary Construction Easement ("TCE") for the purpose of laying and constructing the public project referenced above. This shall include, but not be limited to, the removal of trees, shrubs, and landscaping, as well as making modification of the topography, paving, and construction of the pedestrian bridge which are necessary for the installation of the Easement Facilities. The TCE is described as follows:

THOSE PORTIONS of the Premises labeled "Temporary Construction Easement", consisting of 11,227 aggregate square feet, as shown on the drawing attached hereto as Exhibit 1, and which lies on a portion of Tax Parcel 007-053-20.

The TCE granted in the preceding paragraph, if any, shall take effect upon the beginning of this project's construction, and shall have a duration of two years; and the parties hereto further covenant and agree that upon the expiration of the TCE as herein provided or completion of construction (whichever occurs earlier), the GRANTEE alone shall have the obligation to continue to maintain the Easement Facilities constructed on the Easement.

It is understood and agreed by and between the parties that the GRANTEE shall have the right to enter and have access to lands of the GRANTOR within the Easements as may be needed for the purposes described above for the duration of the project to perform work within the Easement, and no entry for such purposes shall be deemed a trespass. Any damage that may occur outside the Easement to fences, landscaping, buildings, or other structures resulting from the GRANTEE'S exercise of the right of entry and access pursuant to this paragraph shall be repaired by the GRANTEE.

The GRANTOR shall not attempt to block or otherwise impede the natural flow of water on, over, under, or across the Easement or take any action to interfere with the construction, repair, maintenance, or use of the Easement Facilities.

Damage to Easement Areas. Any damage that may occur either within or outside the Easement Areas to fences, buildings, other structures, landscaping, ground cover, streets, paving/walkways, or the property itself resulting from GRANTEE'S exercise of the rights hereunder shall be repaired in a timely manner by GRANTEE at GRANTEE'S sole cost and expense. In the event that any required repair is not performed by GRANTEE then GRANTOR may deliver a notice to GRANTEE setting forth the deficiencies whereupon GRANTEE shall have a period of thirty (30) days to remedy, or commence to remedy, the deficiencies. In the event that the deficiencies are not remedied in a commercially reasonable fashion, GRANTOR shall have the right, in addition to its other rights and remedies at law or in equity, to undertake all reasonably necessary maintenance and repair itself and recover from GRANTEE the reasonable fees, costs, and expenses incurred in connection therewith. In the event of an emergency, GRANTOR shall have the right to undertake all reasonably necessary maintenance and repair without any prior notice to GRANTEE and recover from GRANTEE the reasonable fees, costs, and expenses incurred in connection therewith. If GRANTEE fails to timely pay an amount owed by it hereunder within sixty (60) days after written receipt of a written invoice from GRANTOR along with documentation of such fees, costs, and expenses, then GRANTOR shall be entitled, in addition to its other rights and remedies at law or in equity, to file a claim against GRANTEE in the amount of such invoice and shall be entitled to interest on the outstanding balance owed at the lesser of ten percent (10%) per annum or the highest rate of interest permitted by law, from the date such invoice is to be paid until the date that it is paid by GRANTEE.

Indemnification. Except in cases of GRANTOR's gross negligence or willful misconduct, GRANTEE hereby agrees to indemnify and hold harmless GRANTOR from and against any and all liabilities, suits, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising from GRANTEE's or its agents', contractors', or employees' entry upon or use of the Easement, including but not limited to the installation, construction, improvement, operation, repair, maintenance, or replacement of the Easement Facilities, if any, including, without limitation, any injury to, or death of, any persons or damage to property.

GRANTOR hereby understands and agrees that the GRANTEE, by execution or recordation or utilization of this Easement, is not assuming any responsibility, liability, or obligation for any pre-existing condition upon the premises.

Fees and Expenses. In the event any party to this Agreement fails to perform any of its obligations under this Agreement, or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall forthwith pay any and all reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including court costs and reasonable attorneys' fees.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGES

TO HAVE AND TO HOLD the land hereinbefore described unto the GRANTEE, its successors, and assigns, for the aforesaid uses and purposes.

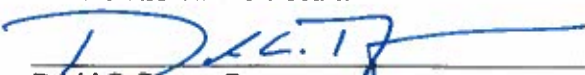
IN WITNESS WHEREOF, the GRANTOR has duly executed this instrument as of the date set forth above, and if an entity by its duly authorized representative.

GRANTOR:

MECKLENBURG COUNTY,
a political subdivision of the State of North Carolina

By: 
Dena R. Diorio, County Manager

APPROVED AS TO FORM:


David C. Dwyer, Esq.
Ruff, Bond, Cobb, Wade & Bethune LLP
Counsel for Mecklenburg County

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

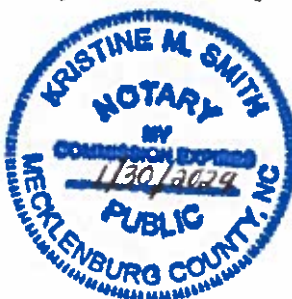
I, KRISTINE M. SMITH, a Notary Public of the County and State aforesaid, certify that Dena R. Diorio, personally came before me this day and acknowledged that she is the County Manager of Mecklenburg County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name.

Witness my hand and official stamp or seal this 17th day of JUNE, 2024.


Notary Public

My Commission Expires: 1/30/2029

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)



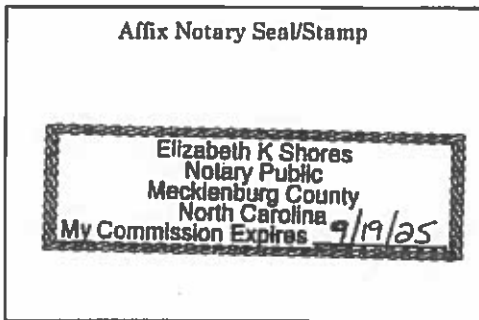
GRANTEE:

TOWN OF DAVIDSON,
a North Carolina municipal corporation

By: [Signature]
Name: James E. Justice
Title: Town Manager

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Elizabeth K. Shores, a Notary of the above state and county, certify that
James E. Justice personally appeared before me on the 31
day of may, 2024, acknowledging to me that he or she signed the
foregoing document, in the capacity represented and identified therein.



[Signature]
Notary Public
My commission expires: 9/19/2025

Exhibit I

See attached map

KINCAID GREENWAY
100% CONSTRUCTION DOCUMENTS

EUGENIA ST.
DAVIDSON, NC 28078

WALL: 1' x 1'

100

[illegible]

DATE	11/11/11
TIME	11:11
LOCATION	11/11
NAME	11/11
ADDRESS	11/11
CITY	11/11
STATE	11/11
ZIP	11/11
PHONE	11/11
FAX	11/11
EMAIL	11/11
WEBSITE	11/11
OTHER	11/11

DEMO AND ESC
PHASE 1 PLAN

PLEASE PRINT OR TYPE

C2.01



Call before you dig.



GENERAL NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY AND LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION TO AVOID THEM. ALL UTILITIES SHALL BE DEPTH LOCATED IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS.
2. THE OWNER SHALL PROVIDE A 24 HOUR STREET CLOSURE PERMIT TO IMPROVE CONSTRUCTION. THE CONTRACTOR SHALL BE COORDINATE WITH THE TOWN OF SALEM.
3. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF SALEM ZONING ORDINANCE AND ANY OTHER ORDINANCES OF THE TOWN OF SALEM.
4. ALL BUILDINGS ARE TO THE CODE OF ADOPTED ULC609. OTHERWISE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION OF BATH HOUSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MOVING ACTIVITIES. UTILITIES SHALL BE IN THESE PLACES.
6. BEFORE YOU GET STOP CALL THE NO. 001 CENTER AT 911 (3.12.2022).
7. HIGHWAY 1000 (FMS) IS A MAJOR, HEAVY TRAFFIC ARTERIAL STREET IN THE AREA OF THE PROJECT. A PORTION OF MANY DRIVERS AND MOTOR VEHICLES BEFORE INSTALLATION.
8. COORDINATE ALL CLOSURE AND STREET DRAINAGE.

110 AG

NOTE

KINCAID GREENWAY
100% CONSTRUCTION DOCUMENTS
EUGENIA ST.
DAVIDSON, NC 28078



12/18/2021



Week	Day	Time	Activity
1	Monday	9:00-10:00	Introduction to the course
1	Tuesday	10:00-11:00	Introduction to the course
1	Wednesday	11:00-12:00	Introduction to the course
1	Thursday	12:00-13:00	Introduction to the course
1	Friday	13:00-14:00	Introduction to the course
1	Saturday	14:00-15:00	Introduction to the course
1	Sunday	15:00-16:00	Introduction to the course
1	Monday	16:00-17:00	Introduction to the course
1	Tuesday	17:00-18:00	Introduction to the course
1	Wednesday	18:00-19:00	Introduction to the course
1	Thursday	19:00-20:00	Introduction to the course
1	Friday	20:00-21:00	Introduction to the course
1	Saturday	21:00-22:00	Introduction to the course
1	Sunday	22:00-23:00	Introduction to the course
1	Monday	23:00-24:00	Introduction to the course
1	Tuesday	24:00-25:00	Introduction to the course
1	Wednesday	25:00-26:00	Introduction to the course
1	Thursday	26:00-27:00	Introduction to the course
1	Friday	27:00-28:00	Introduction to the course
1	Saturday	28:00-29:00	Introduction to the course
1	Sunday	29:00-30:00	Introduction to the course
1	Monday	30:00-31:00	Introduction to the course
1	Tuesday	31:00-32:00	Introduction to the course
1	Wednesday	32:00-33:00	Introduction to the course
1	Thursday	33:00-34:00	Introduction to the course
1	Friday	34:00-35:00	Introduction to the course
1	Saturday	35:00-36:00	Introduction to the course
1	Sunday	36:00-37:00	Introduction to the course
1	Monday	37:00-38:00	Introduction to the course
1	Tuesday	38:00-39:00	Introduction to the course
1	Wednesday	39:00-40:00	Introduction to the course
1	Thursday	40:00-41:00	Introduction to the course
1	Friday	41:00-42:00	Introduction to the course
1	Saturday	42:00-43:00	Introduction to the course
1	Sunday	43:00-44:00	Introduction to the course
1	Monday	44:00-45:00	Introduction to the course
1	Tuesday	45:00-46:00	Introduction to the course
1	Wednesday	46:00-47:00	Introduction to the course
1	Thursday	47:00-48:00	Introduction to the course
1	Friday	48:00-49:00	Introduction to the course
1	Saturday	49:00-50:00	Introduction to the course
1	Sunday	50:00-51:00	Introduction to the course
1	Monday	51:00-52:00	Introduction to the course
1	Tuesday	52:00-53:00	Introduction to the course
1	Wednesday	53:00-54:00	Introduction to the course
1	Thursday	54:00-55:00	Introduction to the course
1	Friday	55:00-56:00	Introduction to the course
1	Saturday	56:00-57:00	Introduction to the course
1	Sunday	57:00-58:00	Introduction to the course
1	Monday	58:00-59:00	Introduction to the course
1	Tuesday	59:00-60:00	Introduction to the course
1	Wednesday	60:00-61:00	Introduction to the course
1	Thursday	61:00-62:00	Introduction to the course
1	Friday	62:00-63:00	Introduction to the course
1	Saturday	63:00-64:00	Introduction to the course
1	Sunday	64:00-65:00	Introduction to the course
1	Monday	65:00-66:00	Introduction to the course
1	Tuesday	66:00-67:00	Introduction to the course
1	Wednesday	67:00-68:00	Introduction to the course
1	Thursday	68:00-69:00	Introduction to the course
1	Friday	69:00-70:00	Introduction to the course
1	Saturday	70:00-71:00	Introduction to the course
1	Sunday	71:00-72:00	Introduction to the course
1	Monday	72:00-73:00	Introduction to the course
1	Tuesday	73:00-74:00	Introduction to the course
1	Wednesday	74:00-75:00	Introduction to the course
1	Thursday	75:00-76:00	Introduction to the course
1	Friday	76:00-77:00	Introduction to the course
1	Saturday	77:00-78:00	Introduction to the course
1	Sunday	78:00-79:00	Introduction to the course
1	Monday	79:00-80:00	Introduction to the course
1	Tuesday	80:00-81:00	Introduction to the course
1	Wednesday	81:00-82:00	Introduction to the course
1	Thursday	82:00-83:00	Introduction to the course
1	Friday	83:00-84:00	Introduction to the course
1	Saturday	84:00-85:00	Introduction to the course
1	Sunday	85:00-86:00	Introduction to the course
1	Monday	86:00-87:00	Introduction to the course
1	Tuesday	87:00-88:00	Introduction to the course
1	Wednesday	88:00-89:00	Introduction to the course
1	Thursday	89:00-90:00	Introduction to the course
1	Friday	90:00-91:00	Introduction to the course
1	Saturday	91:00-92:00	Introduction to the course
1	Sunday	92:00-93:00	Introduction to the course
1	Monday	93:00-94:00	Introduction to the course
1	Tuesday	94:00-95:00	Introduction to the course
1	Wednesday	95:00-96:00	Introduction to the course
1	Thursday	96:00-97:00	Introduction to the course
1	Friday	97:00-98:00	Introduction to the course
1	Saturday	98:00-99:00	Introduction to the course
1	Sunday	99:00-100:00	Introduction to the course

	DATE	SHEET
NO. OF SHEETS		
TOTAL		
BY		
CHECKED BY		
APPROVED BY		
REMARKS		

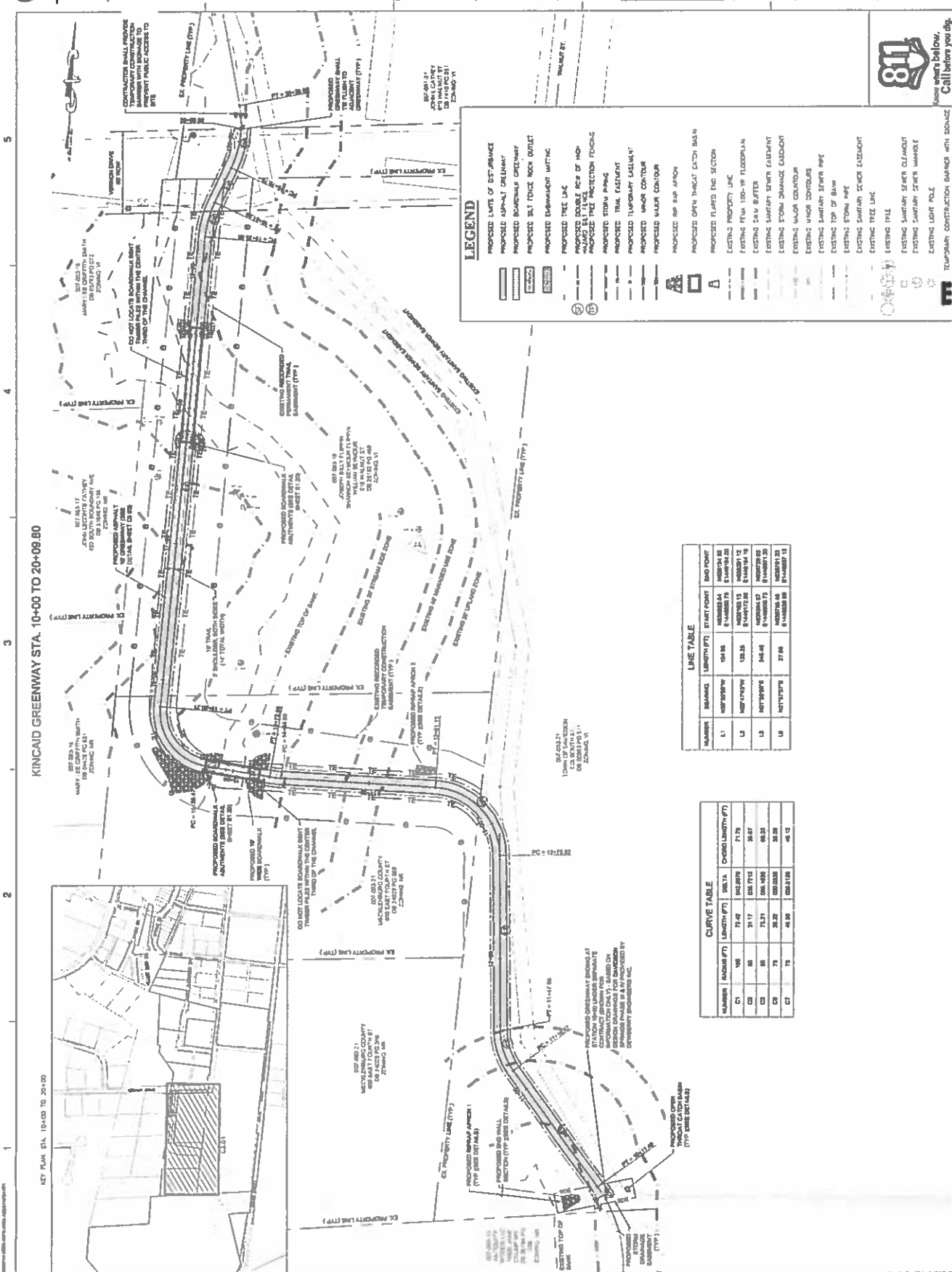
SITE PLAN

0-285 100 000 / 000 000 000

C3.01



now what's below.
Call before you dig.



LINE TABLE					
NUMBER	BRACING	LENGTH (FT)	START POINT	END POINT	
1	L1	107'-20 1/2" W	SECTION 44	SECTION 44	104'-34 1/2" E2
					0'-144'-00" N1
2	L2	107'-37 1/2" W	SECTION 44	SECTION 44	104'-34 1/2" E1
3	L3	107'-39 1/2" W	SECTION 44	SECTION 44	104'-34 1/2" E1
4	L4	107'-37 1/2" W	SECTION 44	SECTION 44	104'-34 1/2" E1
5	L5	107'-37 1/2" W	SECTION 44	SECTION 44	104'-34 1/2" E1

NAME	RADIUS (FT)	LENGTH (FT)	DELTA	CURVE LENGTH (FT)
C1	100	73.49	102.2876	71.79
C2	60	31.17	108.7712	28.67
C3	60	71.57	108.4599	69.23
C4	75	26.25	102.0038	26.59
C5	75	48.90	103.1193	49.12



Dewberry Engineering Inc.
100% CONSTRUCTION DOCUMENTS
DAVIDSON, NC 28076

KINCAID GREENWAY



SCALE: 1" = 40'

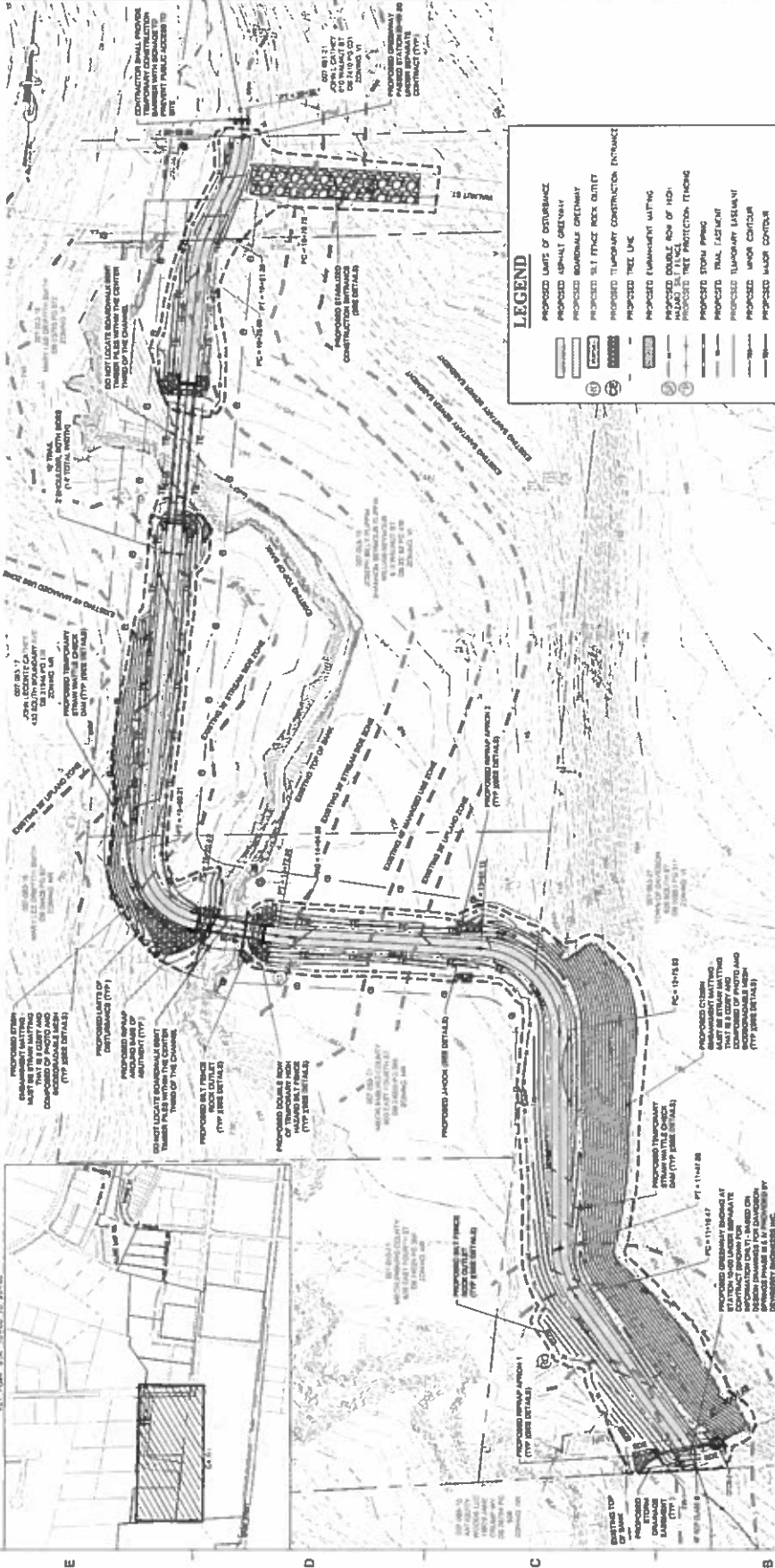
NO.	DATE	BY	REVISIONS
1	11/14/19	DAW	ISSUED FOR PERMIT

DESIGNED BY: LUBAH
CHECKED BY: BAA
DATE: NOVEMBER 14, 2019
TITLE: GRADING AND ESC
PHASE 2 PLAN



C4.01

KINCAID GREENWAY STA. 10+00 TO 20+06.80



LEGEND

- PROPOSED LIMITS OF DISTURBANCE
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED BOARDWALK
- PROPOSED 36\"/>

- GENERAL NOTES**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND RECORDING THEM ON THE CONSTRUCTION DOCUMENTS.
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1.16 AC.

NOTE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND RECORDING THEM ON THE CONSTRUCTION DOCUMENTS.

SPECIAL PROVISIONS AGREEMENT

This Special Provisions Agreement (the "Agreement") is entered into this 8th day of May, 2024, by and between MECKLENBURG COUNTY, a political subdivision of the State of North Carolina ("County"), and the TOWN OF DAVIDSON, a municipal corporation ("Town").

THE PARTIES HERETO have entered into this Agreement, whereby they, for valuable consideration received, agree to the following:

Notification & Contacts

1. 30-day Notice. So as to minimize interruption of County's use of the Property, Town shall provide County not less than 30 days' prior written notice prior to commencement by the Town of any work on the Project. Prior to Clearing, the Town shall stake the limits of disturbance for the area on tax parcel 007-053-20.
2. Regular Standing Meetings. Town shall send Jason Klingler and Katie Lloyd a calendar invite for an option to attend any regular standing meetings regarding this project.
3. Preconstruction Meeting. Town shall hold a preconstruction meeting with County at least one (1) week prior to the start of construction. Town should contact Jason Klingler and Katie Lloyd to schedule that meeting. County, in at its sole option, may choose to waive the preconstruction meeting.
4. Final Walkthrough. Town shall hold a final walkthrough meeting with the County at least 30 days prior to the end of construction. Town should contact Jason Klingler and Katie Lloyd to schedule that meeting.
5. As-Builts. Town shall send County as-builts after the project is complete to Katie Lloyd.
6. County Contacts:
 - a. Jason Klingler, Asset and Facility Management, Jason.Klingler@mecklenburgcountync.gov, 704-517-1314
 - b. Katie Lloyd, Mecklenburg County Park and Recreation, Katie.Lloyd@mecklenburgcountync.gov, 980-266-0691
7. Town Contacts:
 - a. Town Project Manager – Doug Wright, dwright@townofdavidson.org, 704-892-7591
 - b. Town Contractor-TBD

Construction & Restoration

8. Plan Changes. Any deviations from the approved plans titled "Randall R. Kincaid Greenway for the Town of Davidson" dated 12/5/23 shall be approved in writing prior to implementation.
9. Final Grading. Town shall return property to existing grade or site grade as approved by County representative.
10. Final Stabilization. Completed Easements and TCE areas will need to be stabilized with a North Carolina Upland Meadow Mix, or any other Park and Recreation approved seed mix.
11. Debris Removal. All materials shall be removed from all parcels once construction is complete including small rocks, pieces of brick, concrete, metal, etc. to ensure future maintenance (mowing) and use (gatherings) on these parcels can be performed in a safe manner.
12. Matting. If matting is used during turf restoration, the Town shall use North American Green BioNet SC150BN or similar biodegradable material (i.e., straw filament, coconut filament, etc.). Plastic or plastic-like matting is prohibited.

13. Deviation from Plans. Any deviations from the Plans (attached hereto as Exhibit A), that directly or indirectly impact the Property shall be subject to Grantor's prior written consent.
14. Unforeseen Conditions. Town shall, upon completion of the Project, return the Property to a condition satisfactory to County (in County's sole and absolute discretion). During the conduct of the Project, in the event Town encounters a previously unforeseen or unknown condition(s) which (i) was not detected (and subsequently reported to County in writing) during Town's planning and/or design of the Project (if any), and (ii) arose solely as a direct result of Town's conduct of the Project on the Property (specifically excluding any condition previously known to County and of which County had notified Town prior to commencement of the Project), and (iii) could reasonably be expected to render the Property unusable, or in an inferior condition, for current or future County use (individually or collectively as the context may require, the "Unforeseen Conditions"), then Town shall immediately notify County thereof in writing. Subject to the terms of this Section, the parties shall then use good-faith efforts to reach a written resolution (to be signed and/or formally acknowledged by both parties) acceptable to both parties as to such Unforeseen Conditions (the "Resolution") before proceeding with any restoration work addressing the same. Notwithstanding anything to the contrary in this Agreement, and unless specifically acknowledged and/or accepted by County in the Resolution, in no event shall County have any financial or monetary obligations with respect to remedying and/or repairing the Unforeseen Conditions, which shall be the sole obligation of Town (at Town's expense) in conjunction with completion of the Project. In addition, if Town has agreed to conduct additional work on behalf of County and such work is outside the scope of the Project, and an Unforeseen Condition(s) is subsequently revealed, then Town shall not be financially responsible for such Unforeseen Condition(s).

Easement Pathway and Tree Preservation

15. Tree Protection. All trees, if indicated on the approved plan, must be protected with the high visibility tree protection fencing. Any trees in question, not shown on the approved plan, should be protected. Prior to clearing, the Town and County staff shall walk the area to determine if any further trees shall be protected and saved.
16. Tree Removal. Any tree over 10 inches DBH that needs to be removed within the easement area that is not on the removal plan, will need to be saved or field reviewed by Mecklenburg County Staff.
17. Debris and Trash. Any trash or debris found to be within the easement or TCE will need to be removed and disposed of properly. No trash of any kind may be left behind in the easement or TCE areas after the project is complete.

Project Completion

18. Final Grade. The surface of the ground so that no depressions exist to hold rain water or stormwater.
19. Restoration seed mix. The Town shall restore the County property outside the trail area and replant the site with a riparian seed mix that contains the amounts outlined below:
- 15.0% *Elymus virginicus*, Virginia Wildrye- PA Ecotype
 - 15.0% *Panicum virgatum*, Switchgrass 'Cave in Rock'
 - 10.0% *Agrostis stolonifera*, Creeping Bentgrass
 - 5.00% *Bidens aristosa*, Showy Tickseed Sunflower (Bur Marigold)- Coastal Plain NC Ecotype
 - 5.00% *Coreopsis lanceolata*, Lanceleaf Coreopsis
 - 10.0% *Panicum clandestinum*, Deertongue 'Tioga'
 - 5.00% *Andropogon gerardii*, Big Bluestem 'Niagara'
 - 5.00% *Juncus effusus*, Soft Rush
 - 5.00% *Polygonum pensylvanicum*, Pennsylvania Smartweed- OH Ecotype
 - 5.00% *Schizachyrium scoparium*, Little Bluestem 'Camper'
 - 5.00% *Sorghastrum nutans*, Indiangrass- PA Ecotype
 - 5.00% *Tripsacum dactyloides*, Eastern Gamagrass

5.00% Chamaecrista fasciculata, Partridge Pea- PA Ecotype
5.00% Asclepias syriaca, Common Milkweed

20. **Asphalt Tests.** The Town shall provide all asphalt testing results to the County.
21. **Dumping.** During construction, the Town shall be responsible for any illegal dumping that occurs on any of the above-mentioned parcels.
22. **Post Construction Site Conditions.** Town shall, upon completion of the Project, return the Property to a condition satisfactory to County (in County's sole and absolute discretion). In the event Town encounters unforeseen or unknown conditions at any point during Town's conduct of the Project (the "Unforeseen Conditions"), Town shall immediately notify County thereof in writing, and subject to the terms of this Section, the parties shall use good-faith efforts to reach a written resolution (to be signed and/or formally acknowledged by both parties) acceptable to both parties as to such conditions (the "Resolution") before proceeding with any restorative work addressing such conditions. Notwithstanding anything to the contrary in this Agreement, and unless specifically acknowledged and/or accepted by County in the Resolution, in no event shall County have any financial or monetary obligations with respect to remedying and/or repairing the Unforeseen Conditions, which shall be the sole obligation of Town (at Town's expense) in conjunction with completion of the Project.
23. **Corrective Actions.** Should anything be found at the final walkthrough, the Town agrees to take corrective actions to bring the Properties into compliance with the Plans, County approved changes and/or this Agreement.

Insurance & Indemnity

24. **Insurance.** Each of the Town's contractor(s) shall obtain and maintain the insurance coverages shown on the attached **Exhibit B** at all times during this Agreement and shall provide evidence thereof promptly upon the County's request. Notwithstanding the immediately preceding sentence or any language in **Exhibit B** to the contrary, (i) the Town's contractor(s) shall not be required to name the County or any of its officers, employees, or agents as additional insureds under the contractors' insurance policies, though the Town shall request that its contractors do so, and (ii) the requirements of **Exhibit B** may be deviated from if permitted in advance in writing by Town's Division of Risk Management.
25. **Indemnity.** To the extent allowed by law, Town hereby agrees to: (i) indemnify, hold harmless and defend the County from and against any and all costs, claims, expenses, judgments, losses, and actions against or suffered by the County to the extent arising out of or in connection with the Town's presence (or that of Town's agents, employees, contractors or subcontractors) on the Property in conjunction with the Project, and (ii) indemnify, hold harmless, and defend the County from and against any and all costs, claims, expenses, actions, judgments or losses incurred by the County to the extent arising out of or in connection with the Town's negligence (or that of Town's agents, employees, contractors or subcontractors) on the Property in conjunction with the Project.

MECKLENBURG COUNTY,
a political subdivision of the State of North Carolina

By:



Dena R. Diorio, County Manager

APPROVED AS TO FORM:



David C. Dwyer, Esq.
Ruff, Bond, Cobb, Wade & Bethune LLP
Counsel for Mecklenburg County

TOWN OF DAVIDSON,
a North Carolina municipal corporation

By:



Name: James E. Justice

Title: Town manager

EXHIBIT A
Mecklenburg County
Insurance Guidelines
As of 8/12/22

INSURANCE: Throughout the term of this contract, the Town's Contractor ("Contractor"), and any subcontractors will comply with the insurance requirements described in this section. In the event that the Contractor or any subcontractors fail to maintain required insurance, Mecklenburg County shall be entitled to terminate or suspend the agreement immediately.

The Contractor and any subcontractors agree to purchase and maintain the following insurance coverage during the life of the contract:

A) Automobile Liability

Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.

B) Commercial General Liability

Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

C) Workers' Compensation

Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$300,000 disease per policy limit, \$100,000 disease each employee limit.

Mecklenburg County shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this agreement.

The Contractor or any subcontractors shall not commence any work in connection with the resulting contract until it has obtained all of the types of insurance set forth in this section and furnished the Real Estate Management Division of Mecklenburg County and Facility Management with proof of insurance coverage by certificates of insurance accompanying the contract. The insurance carrier shall be responsible for notifying Mecklenburg County of any material changes (including renewals) to or cancellation of the insurance coverages required above.

The Contractor shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.

All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Contractor must submit evidence of the right to self-insure as provided by the State of North Carolina.

Mecklenburg County shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Contractor and/or subcontractor.

The Contractor's insurance shall be primary of any self-funding and/or insurance otherwise carried by Mecklenburg County for all loss or damages arising from the Contractor's operations under this agreement. The Contractor and each of its subcontractors shall and does waive all rights of subrogation against Mecklenburg County and each of the Indemnitees.



RESOLUTION 2024-24
APPROVING THE TOWN MANAGE TO ENTER INTO A PURCHASE AGREEMENT
WITH TAYLOR MORRISON OF CAROLINAS, INC.

WHEREAS, North Carolina General Statutes 160A-267 authorizes a municipality to purchase real property for low or moderate income housing; and

WHEREAS, the Town of Davidson previously authorized the purchase and sale of eight (8) affordable units through the Parkside Commons Affordable Housing Plan; and

WHEREAS, the Town of Davidson will convey the units to identified buyers who meet the requirements of the Town's Affordable Housing Program; and

WHEREAS, the Town of Davidson will attach covenants and terms to the conveyance so the property will remain in the Affordable Housing Program for a designated term.

NOW THEREFORE BE IT RESOLVED the Town of Davidson Board of Commissioners does hereby resolve:

- 1) The Town Manager is authorized to execute all documents necessary to sign the Purchase Agreement with Taylor Morrison of Carolinas, Inc. for the option to Purchase seven (7) units in the Parkside Commons development with the intent to sell to income-qualified buyers;
- 2) The conveyance documents will include terms and conditions of the Affordable Housing Program to assure the properties remain in the program for a designated term.

Adopted on the ____ day of ____ 2024.

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk

Approved form: _____
Town Attorney

PURCHASE AGREEMENT

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH PARTIES. PLEASE READ IT CAREFULLY. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS OR OBLIGATIONS UNDER THIS PURCHASE AGREEMENT, YOU SHOULD CONSULT WITH A LEGAL PROFESSIONAL, TAX ADVISOR OR OTHER FINANCIAL ADVISOR BEFORE SIGNING IT.

PARAGRAPH 11 OF THIS PURCHASE AGREEMENT CONTAINS A DISPUTE RESOLUTION PROVISION, WHICH INCLUDES BINDING ARBITRATION. BY EXECUTING THIS PURCHASE AGREEMENT BUYER AGREES THAT ANY DISPUTE BETWEEN BUYER AND SELLER WILL BE RESOLVED BY BINDING ARBITRATION AND THAT BUYER THEREFORE WAIVES BUYER'S RIGHTS TO PROCEED IN COURT AND TO HAVE A JURY TRIAL. THESE PROCEDURES ALSO INCLUDE A WAIVER OF THE RIGHT TO FILE A CLASS ACTION IN AN ARBITRATION PROCEEDING.

This Purchase Agreement ("**Purchase Agreement**") dated September ____, 2024 ("**Purchase Agreement Date**") is between Buyer and Seller. Buyer's signature on this document and delivery of the Earnest Money Deposit required to be paid upon execution of this Purchase Agreement to Seller constitutes an "**Offer**" to purchase the Property. Seller's Authorized Representative's signature on this document and the successful release in good funds to Seller or Closing Agent of the Earnest Money Deposit constitutes "**Acceptance**" of the Offer. The date of Acceptance of the Offer is the "**Effective Date**" of this Purchase Agreement. All initially capitalized terms not defined herein shall have the meaning set forth below.

1. BASIC TERMS.

1.1 Seller. "**Seller**" is Taylor Morrison of Carolinas, Inc., a North Carolina corporation. Seller's address: 11405 N. Community House Road, Suite 150, Charlotte, NC 28277

1.2 Buyer. "**Buyer**" is the party, or collectively, the parties, listed below:

*Full Legal Name: Town of Davidson	
Present Address: 251 South Street, Davidson, NC 28036	
Mobile Phone:	Alternative Phone:
E-mail: traven@townofdavidson.org ; acahill@townofdavidson.org	

*This Buyer is the designated recipient of all notices provided under this Purchase Agreement.

1.3 Property. The property, including the residence located thereon ("**Home**") subject to this Purchase Agreement is as follows (such property including the Home is referred to herein as the "**Property**"):

Street Address: See Exhibit A attached hereto		
City: Davidson	County: Mecklenburg	State: NC Zip Code: 28036
Legal Description (Lot/Block/Section/Plat): See Exhibit A attached hereto (" Lot ")		
Community: Parkside Commons (" Community ")		

The Property is Owned by Seller as of the Purchase Agreement Date.

1.4 Home. The Home includes the following

Model:	Elevation:	Swing*:
--------	------------	---------

*Swing of the Home will be determined by Seller. Seller has the right to select or change the Swing of the Home at any time in Seller's sole discretion.

Status of Home Construction (check one):

- x To Be Built Home
- x Inventory Home under construction
- x Inventory Home construction completed (See Additional Terms Addendum)

1.5 Purchase Price.

Purchase Price:	\$250,000 per Home (\$1,750,000.00 in total)
-----------------	--

1.6 Payment of the Purchase Price. (check one):

- x Buyer will pay cash for the Property.
- ☐ Buyer will obtain a mortgage loan for the Property.

1.7 Earnest Money Deposit: \$0.00: Earnest Money is due pursuant to the payment plan set forth below:

Payment No.	Payment Due Date	Payment Amount Due
1	The Purchase Agreement Date	

1.8 Closing Agent. Buyer is not required to use any Seller suggested closing agent. Buyer may select a closing agent/law firm/title company/settlement provider of Buyer's choice for the purposes of title and closing/settlement services, provided that such services are performed under the supervision of an attorney licensed to practice in the state in which the Property is located. Buyer designates the following individual and/or company for the transaction ("**Closing Agent**"):

☐ **Option 1:** Seller's suggested Closing Agent: _____.

x (**Option 2:** A different Closing Agent chosen by Buyer (insert name, address and telephone number): Morehead Title Company.

Buyer's initials to confirm option selected above: _____

1.9 Buyer's Real Estate Agent/Broker. Seller's sales representatives exclusively represent Seller and do not represent Buyer in this transaction and:

Buyer is not represented in this transaction by a broker/agent.

Buyer's Initials: _____

2. PURCHASE PRICE AND DEPOSITS.

2.1 Total Purchase Price. Buyer shall pay the Total Purchase Price for the Property, in addition to all Closing Costs (as defined below). The "**Total Purchase Price**" shall be the Purchase Price of the Property as set forth above. The final Total Purchase Price will show on the Closing Disclosure (if any) or other closing statement, which Buyer will receive prior to Closing. Buyer cannot terminate Buyer's obligations under this Purchase Agreement without being deemed in default in the event that an appraisal of the Property is less than the Total Purchase Price and Buyer will be obligated to pay the Total Purchase Price or be subject to the paragraph of this Purchase Agreement entitled "**Default and Remedies**".

2.2 Deposits. Buyer shall deliver all Deposits as required by this Purchase Agreement, which must be paid by Buyer and not third parties. "**Deposits**" mean collectively, the Earnest Money Deposit(s), plus all other deposits paid by Buyer to Seller or the Closing Agent in advance of Closing. All Deposits will be applied to the Total Purchase Price at Closing. Except as expressly provided otherwise in this Purchase Agreement or by applicable law, all Deposits are non-refundable when paid. Notwithstanding anything to the contrary set forth in this Purchase Agreement, all Deposits are refundable in the event of Seller default

under this Purchase Agreement. In no event will Buyer be entitled to receive interest on Deposits from Seller. All Deposits and other sums to be paid by Buyer prior to Closing must be paid in U.S. dollars by personal check, certified check, cashier's check or wire transfer in accordance with Seller's specific written instructions. Buyer must replace a check for a Deposit returned for insufficient funds with a cashier's check or by wire transfer (including any fee incurred by Seller) within 48 hours of Seller's request. Buyer's failure to timely pay each Deposit payment will constitute a default by Buyer under this Purchase Agreement.

3. FINANCING. [INTENTIONALLY DELETED]

4. OPTIONS AND UPGRADES. [INTENTIONALLY DELETED]

5. HOME CONSTRUCTION.

5.1 Seller is Not Buyer's Contractor. Buyer is purchasing the Property as a completed Property and Seller is not acting as a contractor for Buyer in the construction of the Home. Buyer shall acquire no right, title or interest in or to the Property except the right and obligation to purchase the Property, upon the completion of construction in accordance with the terms of this Purchase Agreement. The direction and supervision of the working forces, including, but not limited to, any and all subcontractors, rests exclusively with Seller and Buyer shall not issue any instruction to, or otherwise interfere with, the working forces.

5.2 Time Frame for Construction of the Home. Construction of the Home will begin and progress according to Seller's construction schedule, as determined by Seller in its sole discretion. It is the intention of the parties that the sale described in this Purchase Agreement qualify for the exemption provided by 15 U.S.C. Section 1702(a)(2) (Improved Lot Exemption), and nothing contained herein shall be construed or operate, as to any obligations of Seller or rights of Buyer, in a manner which would render said exemption inapplicable. Accordingly, Buyer and Seller authorize any court which interprets this Purchase Agreement to construe it liberally so that such exemption is available. Notwithstanding anything in this Purchase Agreement to the contrary, Seller shall complete the Home no later than 2 years after the Purchase Agreement Date, except for delays caused by acts of God or other matters that qualify under impossibility of performance principles recognized under the laws of the state in which the Property is located, in which case the completion date will be extended by an amount of time equivalent to such delays. Seller will use reasonable efforts to keep Buyer informed of its construction schedule, but cannot guarantee any specific completion date or construction schedule. Seller is not responsible for inconvenience, loss, expense or other consequences to Buyer resulting from delays in construction completion (including, without limitation, moving and storage fees, hotel or rental accommodations, etc.) provided that the Home is completed within the time period set forth in this paragraph. Seller is not responsible for delays in the installation or service of telephone, cable television, internet, mail or similar services at, or after Closing, provided that all necessary and customary utilities are extended to the Home within the time period set forth in this paragraph.

5.3 Visits to the Construction Site and Assumption of Liability and Risk. Buyer acknowledges that portions of the Community are an active construction area and inherently dangerous due to the physical condition and the related activities commonly carried on in such areas. Buyer and its visitors may not visit any construction site in the Community without permission and without being accompanied by a representative of Seller. All site visits are subject to the Site Visitation Policy and Procedures which has been provided to Buyer and which may be amended from time to time at Seller's discretion. Hard hats and closed toe shoes are required while visiting any construction site. Any entry to a construction site is at Buyer's sole risk and Buyer waives the right to make claims against Seller for any personal injury or property damage that Buyer, Buyer's guests and/or minor children may incur. Buyer agrees to release, indemnify and hold Seller harmless from and against any and all personal injuries, property damage, or any other claim or injury incurred by Buyer, or Buyer's visitors on the Property before Closing, or on any construction site at the Community at any and all times before and after Closing.

6. NEW HOME DEMONSTRATION.

6.1 New Home Demonstration. Upon Seller's determination of substantial completion of the Home and before Closing, either Buyer or Buyer's designated agent (a party not affiliated with Seller, designated in writing by Buyer to Seller in advance of the demonstration) ("**Designated Agent**") shall participate in a demonstration for the Home with Seller's representative ("**New Home Demonstration**"). The purpose of the New Home Demonstration is to demonstrate the Home's features. Items discovered during the New Home Demonstration shall not provide a basis for Buyer to cancel this Purchase Agreement, withhold funds or delay Closing. Attendance at the New Home Demonstration is limited to Buyer (or Buyer's Designated Agent) and Buyer's registered broker (if applicable).

6.2 Independent Home Inspection. Buyer is being provided with the Independent Home Inspectors Policy and Procedures for Buyer's review. Buyer may have independent home inspector inspect the Property only upon execution of the Independent Home Inspectors Policy and Procedures by Buyer and Buyer's home inspector and compliance by Buyer and Buyer's home inspector of all requirements and procedures set forth therein. Seller is not required to sign any inspection lists or reports prepared by Buyer or Buyer's independent home inspector and such inspections, reports or lists shall not provide a basis for Buyer to cancel this Purchase Agreement, withhold funds or delay Closing.

7. CLOSING AGENT AND CLOSING DOCUMENTS.

7.1 Closing Agent. Upon receipt of the fully executed Purchase Agreement, Seller shall deliver this Purchase Agreement to Closing Agent. Closing Agent will perform closing and title services to close the transaction contemplated herein including, but not limited to, open an order for title work to be completed and perform both title and escrow duties to close the transaction contemplated by this Purchase Agreement (including, but not limited to, the issuance of the title commitment and title policy described herein, determination and clearance of underwriting objections and requirements, preparation of all closing documents utilizing Seller's form documents, preparation of the Closing Disclosure or settlement statement as applicable, conducting the closing, obtaining estoppels from homeowners associations and/or tax districts, disbursement of funds (other than those provided directly to Seller as described herein) to all respective parties, distribution of documents to all respective parties for execution, and recordation of such documents to effectuate the Closing. The "**Closing**" occurs upon the delivery and exchange of the balance of the Total Purchase Price and the documents contemplated herein by Buyer and Seller and the recordation of the deed in the official land records of the county in which the Property is located and the date upon which Closing occurs is referred to herein as the "**Closing Date**".

7.2 Closing Instructions and Documents. This Purchase Agreement shall serve as the written closing instructions to govern the consummation of the purchase and sale of the Property. Neither Seller nor Buyer shall be obligated to execute any additional closing agreements or instructions. Seller and Buyer do hereby authorize and direct Closing Agent to receive, hold, deliver and disburse, pursuant to the terms of this Purchase Agreement, all documents and monies to be deposited, except for such documents and monies that are required to be deposited directly with Seller. Provisions regarding resolution of disputes and/or an award of attorneys' fees and similar costs in any closing documents prepared by the Closing Agent shall apply only to disputes between Closing Agent and Buyer or Seller, and not to disputes between Buyer and Seller. If there is any conflict between this Purchase Agreement and any other closing documents, the provisions of this Purchase Agreement shall control, notwithstanding any similar provision set forth in such additional closing documents.

7.3 Buyer's Duty to Cooperate. Upon Acceptance, Seller will incur daily carrying and other costs attributable to holding the Property off the market. Accordingly, Buyer shall cooperate with Seller to use his/her best efforts and to diligently take any action necessary to timely effect Closing, including, without limitation, by promptly cooperating in good faith with all time frames for performance under this Purchase Agreement, and providing all requested documents and information to Seller, Buyer's Lender and Closing Agent. Buyer's failure to so cooperate shall constitute a default under this Purchase Agreement.

7.4 Use of Other Closing Agent. If Buyer elects to use a Closing Agent other than Seller's suggested Closing Agent: (i) such Closing Agent will be required to perform all tasks listed under the paragraph above entitled "Closing Agent" and all other tasks required to effectuate Closing, including all

tasks typically performed by Seller's suggested Closing Agent; (ii) Seller shall be required to sign only its standard closing document forms, which standard forms are similar to those used by Seller's suggested Closing Agent; (iii) Seller will not complete any form, or provide any documentation to Buyer's Closing Agent that is not required by or provided to Seller's suggested Closing Agent, including, but not limited to, a certificate of good standing, prior owner's title insurance policy, base title, corporate resolutions of Seller, estoppel letters, releases or waivers from subcontractors of Seller, etc.; (iv) Seller will not complete sample forms provided to Seller's Closing Agent, as completion of such forms is the responsibility of the Closing Agent; and (iv) Seller will not provide any additional closing documents not used as standard closing documents by Seller. Buyer's Closing Agent or other representative shall not use any such requests as a basis to delay Closing, and any such delay shall be deemed a Buyer default under this Purchase Agreement. Upon request, Seller shall provide Buyer's selected Closing Agent with a termination of, or in Seller's sole option, (a) a waiver or release with respect to, any properly recorded or filed mechanic's lien (or lien agent) notices, and/or (b) an indemnification, all on the title underwriter's standard form provided by Closing Agent with respect to any liens that could be recorded or filed by potential lien claimant(s) who have contracted directly with Seller (or an agent on behalf of Seller).

7.5 Survey of Property. This provision only applies if Buyer selects Seller's suggested Closing Agent as the Closing Agent and does not subsequently change that selection prior to Closing. Unless noted below, the Closing Agent will automatically order a boundary survey of the Property on Buyer's behalf and without further instruction from Buyer. The cost of a boundary survey will be paid by Buyer as part of the Closing Costs regardless of whether Buyer subsequently changes Closing Agents prior to Closing. Buyer hereby elects to (**check one**):

- ☐ Have the Closing Agent Order a boundary survey of the Property.
- ☒ NOT have the Closing Agent Order a boundary survey of the Property. Buyer acknowledges that Buyer has made all necessary independent inquiries regarding the consequences, benefits and costs of such election including, but not limited to, the fact that a standard survey exception cannot be removed from Buyer's title insurance policy without a current survey.

If Buyer elects to engage a Closing Agent other than Seller's suggested Closing Agent, it will be Buyer's responsibility to obtain a boundary survey of the Property, if desired.

8. THE CLOSING.

8.1 Closing Date and Notice. As construction of the Home nears completion, Seller will give Buyer at least 30 days prior written, electronic or oral notice of the estimated Closing Date ("**Preliminary Closing Notice**"), which date is subject to change in Seller's sole discretion. Because of the unpredictable nature of home construction, it is not possible to estimate the Closing Date with accuracy. Due to a variety of factors including Seller's decisions concerning the scheduling of work, availability of materials and labor, the actions of public authorities, regulatory requirements, weather conditions, and lender and appraisal conditions, Closing could be extended by Seller for several weeks or months. Buyer accepts the uncertainty of the estimated Closing Date in the Preliminary Closing Notice and waives and releases all claims against Seller, its agents, employees and contractors arising in connection therewith. Closing shall occur following substantial completion of the Home and notice from Seller. Substantial completion of the Home shall be deemed to have occurred when a temporary or final certificate of occupancy (or its equivalent) has been issued. Seller will give Buyer at least 3 days prior written, electronic or oral notice of the actual Closing Date, as well as the time and place for Closing, if applicable ("**Closing Notice**"), which date is subject to change in Seller's sole discretion.

8.2 Extension Fee/Revised Closing. If Closing does not occur on the date specified in the Closing Notice due to Buyer's default, Seller will be harmed, due in part to carrying costs for the Property. If Seller does not cancel this Purchase Agreement on account of such default and exercise its remedies under the paragraph of this Purchase Agreement entitled "Default and Remedies", Seller may agree to extend Closing, in its sole and absolute discretion, on the condition that Buyer pay Seller .1% of the Total

Purchase Price per day not to exceed \$1,000 per day ("**Extension Fee**") and that Buyer and Seller execute any documentation required by Seller to extend Closing. The Extension Fee is a reasonable estimate of Seller's costs including, without limitation, carrying costs, costs of maintenance of the Property, insurance costs, and other costs which Seller would incur. If Seller approves an extension, Buyer shall pay to Seller the applicable Extension Fee upon Seller's approval of the extended Closing Date. The Extension Fee shall be paid by wire transfer or other immediately available funds acceptable to Seller paid by Buyer and will not be credited towards the Total Purchase Price. Acceptance of Extension Fee will not constitute a waiver by Seller of any default by Buyer in failing to consummate Closing as extended by this Purchase Agreement, and Seller's rights to liquidated damages.

8.3 Deed and Vesting. Upon Closing, Seller agrees to convey fee simple title for the Property to Buyer by special warranty deed ("**Deed**") subject to: (i) taxes and assessments not yet due or payable; (ii) the restrictive covenants for the Community; (iii) all matters affecting the Property shown on the recorded plat/map for the Community; (iv) water, oil, gas and mineral rights reserved in the Deed or previously reserved or conveyed; (v) all easements, covenants, restrictions, encumbrances and other matters of record affecting the Property; (vi) all matters and conditions shown on the survey or that would be revealed by an accurate survey or inspection of the Property; and (vii) all rights and easements reserved in the Deed. In the event of a financed sale, title shall be conveyed subject to the lender's mortgage or deed of trust securing such financing. The manner of taking title may have significant legal and tax consequences. Buyer should consult with Buyer's legal, tax or other professional advisor regarding such consequences. Buyer shall inform Closing Agent how title will vest at least 30 days from the Purchase Agreement Date, but no later than 30 days prior to Closing. Title cannot vest in any party that is not stated herein as a Buyer. Any change in the parties constituting the Buyer under this Purchase Agreement shall require an amendment to this Purchase Agreement, which Seller is under no obligation to approve or consent to any such change (including without limitation, any trusts, limited liability companies or other entities which Buyer may have a controlling interest).

8.4 Closing Procedures. In the event Buyer's cash or funds necessary for Closing are held in a bank outside of the United States, Buyer shall have the cash or funds transferred to a U.S. financial institution no later than 30 days prior to the Closing Date. At Closing: (i) Seller shall deliver the Deed to Closing Agent; (ii) Buyer shall deliver the Total Purchase Price and all other sums payable by Buyer pursuant to this Purchase Agreement paid by wire transfer or other immediately available funds acceptable to Seller and Closing Agent; (iii) Buyer shall execute and deliver any notices, statements, certificates, affidavits, and other documents as may be required for Closing; (iv) after Buyer and Seller have complied with their respective Closing obligations, Closing Agent will record all documents to be recorded in the real property records and disburse all funds according to the approved Closing Disclosure (if any) or other closing statement; and (v) Closing Agent shall issue or cause to be issued to Buyer a ALTA owner's policy of title insurance for the Property ("**Title Policy**") and any lender policies which may be required by Buyer's Lender. Buyer is required to obtain a Title Policy, regardless of whether Buyer obtains a mortgage for the Property or Buyer's Lender deems such Title Policy as optional.

8.5 Closing Costs. Except as expressly set forth in this Purchase Agreement or an addendum or amendment hereto, at Closing Buyer is responsible for paying all costs and fees (collectively, "**Closing Costs**") for or related to: (i) the owner's policy of title insurance; (ii) a survey of the Property, if any, (or reimbursing Seller for that cost if Seller has already paid for the survey); (iii) escrow/closing fees and other charges of Closing Agent related to this transaction, including Buyer's attorney's fees; (iv) Buyer's mortgage loan or other financing, including, but not limited to, application and origination fees, points, interest rate buy down costs, prepaid interest, Improvement Location Certificate ("**ILC**") (applicable in Colorado only), survey fees (not applicable in Colorado), credit report charges, lender title insurance policy charges, homeowner's and flood insurance premiums, mortgage insurance premiums, appraisal fees, tax certificate and tax service charges, flood certificate charges, underwriting and loan processing charges, document preparation charges, and impounds for taxes, assessments and insurance; (v) recording fees and stamp, excise, documentary or other transfer fees or taxes; (vi) homeowner's association fees, (vii) Buyer's portion of Closing prorations described in the paragraph below, (including any supplemental property taxes); (viii) termite pretreatment, if any, (reimbursement reflected on the Closing Disclosure (if any) or other closing

statement); and (ix) any other items described on the Closing Disclosure (if any) or other closing statement other than costs Seller has expressly agreed herein or therein to pay.

8.6 Prorations. All real estate taxes and assessments and any homeowner association assessments (except as expressly provided in the paragraph of this Purchase Agreement entitled "**Closing Costs**") for the Property shall be prorated between Seller and Buyer as of Closing for the year in which Closing is held on the basis of the tax statements for such year (due allowance being made for the maximum early payment discount) provided, however, that if such tax statements are not available as of Closing, the tax proration between Seller and Buyer shall be estimated based upon the most recent tax bill and subsequently readjusted upon receipt of the tax bill for the year in which Closing occurs. Seller and Buyer agree to adjust the proration of taxes and, if necessary, to refund or pay such applicable amounts, on or before January 1 of the year following Closing. All prorations and adjustments are to be made on the basis of a 30 day month unless otherwise instructed in writing by all parties. For proration purposes, Buyer will have ownership of the Property for the entire day of Closing, regardless of the hour of Closing.

8.7 Closing Calculation Error. Following Closing, if Seller or Closing Agent determines an error occurred in the calculation of funds due by Buyer at Closing (including, without limitation, calculation of the Total Purchase Price) ("**Closing Error**"), Buyer shall pay the amounts due to Seller within 30 days after Buyer's notice thereof. Any amounts not paid within such 30 day period shall accrue interest at the maximum rate allowed by law from the date due until paid. If Seller or Closing Agent fails to notify Buyer of a Closing Error within one year following Closing, Buyer shall not be obligated to pay any amounts owing due to a Closing Error.

9. LIMITED WARRANTY.

9.1 Limited Warranty. The Home is offered with Seller's Limited Home Warranty ("**Limited Warranty**"). This Limited Warranty, which is incorporated herein by reference and made a part of this Purchase Agreement, was provided to Buyer and its receipt is acknowledged by Buyer as of the Purchase Agreement Date.

9.2 Disclaimer and Buyer Waiver of Express and Implied Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY, ALL WARRANTIES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, STATUTORY AND IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. THE LIMITED WARRANTY IS SUBSTITUTED IN PLACE OF ALL SUCH WARRANTIES. THIS MEANS THAT THE LIMITED WARRANTY IS THE ONLY WARRANTY THAT APPLIES AND GOVERNS BUYER'S AND SELLER'S RIGHTS AND OBLIGATIONS RELATED TO THE PROPERTY AND THERE ARE NO OTHER WARRANTIES, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW. BUYER AGREES THAT SELLER'S LIABILITY FOR ANY DEFECTIVE CONDITION WITH RESPECT TO THE PROPERTY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR OTHERWISE, IS LIMITED SOLELY TO SELLER'S OBLIGATIONS AND BUYER'S REMEDIES EXPRESSLY PROVIDED IN THE LIMITED WARRANTY. BUYER IS NOT WAIVING ANY WARRANTY APPLICABLE TO MATERIALS IN THE HOME THAT MAY BE PROVIDED DIRECTLY BY A MANUFACTURER. IF BUYER'S HOME IS SECURED BY FHA OR VA FINANCING, NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO WAIVE BUYER'S RIGHT TO HAVE A DISPUTE ARISING UNDER THE LIMITED WARRANTY ADJUDICATED IN A COURT OF LAW.

Buyer's Initials: _____

9.3 Consumer Products. The Limited Warranty excludes all appliances, equipment, or other items which are "**Consumer Products**" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. section 2301 et. seq. If Seller has been issued a warranty from a manufacturer of a Consumer Product, Seller hereby assigns such warranty to Buyer, to the extent assignable without liability or recourse to Seller. The assignment is effective as of the Closing Date, and thereafter Seller will have no rights under such

warranties, including the right of enforcement. Seller does not warrant any Consumer Product, nor assume any obligation to service or repair such Consumer Products or goods. They are included on an "as is" basis with Buyer assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance and Buyer recognizes that the same the same may not be covered by a manufacturer's warranty. At or after the Closing Date, Seller will provide Buyer with the manufacturer's warranties for the Consumer Products in the Home to the extent such warranties exist. Alternatively, some or all of the manufacturer's warranties may have been left for Buyer in the Home before or after the Closing Date.

9.4 Maintenance Requirements. Seller's homeowner maintenance manual ("**Maintenance Manual**") contains maintenance obligations for the Home and Property. The Maintenance Manual is available for Buyer's review at the sales office and will be provided to Buyer at or prior to Closing. Buyer shall comply with all maintenance requirements for the Property, including, without limitation, any maintenance requirements set forth in the Maintenance Manual, any manufacturer information Seller provides to Buyer and any commonly accepted maintenance and inspection procedures applicable to the Property. Buyer's failure to maintain the Home and Property may void the Limited Warranty.

9.5 Waiver of Subrogation. Buyer and Seller waive any and all claims, demands and causes of action against each other to the extent that damages or costs of repair therefore are covered and actually paid under any insurance policy or warranty program, or paid by any other third party that could claim subrogation rights against Buyer or Seller. Seller's warranty obligations exclude any costs or damages paid by Buyer's insurance company or any other third party.

10. DEFAULT AND REMEDIES.

10.1 Buyer's Default. Buyer will be in default under this Purchase Agreement if Buyer: (i) notifies Seller or any employee of Seller, orally, electronically or in writing, that Buyer will not complete the purchase of the Property or will not perform any other obligation of Buyer set forth in this Purchase Agreement; or (ii) breaches any covenant or agreement of Buyer or otherwise fails to perform any obligation of Buyer under this Purchase Agreement. In addition to any rights and remedies provided to Seller elsewhere in this Purchase Agreement, if Buyer defaults under this Purchase Agreement, Seller may, at its sole discretion and as its sole remedy, cancel this Purchase Agreement by delivering written notice of cancellation to Buyer and thereupon: (a) Seller will have no further obligation to Buyer under this Purchase Agreement, Buyer will have no further right, title, or interest in or to the Property, and Seller will be entitled to sell the Property to another party; and (b) Seller will be entitled to receive all Deposits made by Buyer as liquidated damages. Buyer and Seller acknowledge that it would be extremely difficult and impractical to ascertain the actual damages suffered by Seller if Buyer defaults under this Purchase Agreement. Therefore, the amount of liquidated damages is intended as a reasonable estimate, and not as a penalty, of Seller's actual damages resulting from Buyer's default, which damages will include, without limitation, the cost of administering this Purchase Agreement and the cost to take the Property off the market while this Purchase Agreement remains in effect. Upon receiving Seller's notice of cancellation, Closing Agent will be entitled to rely on such notice, without further documentation or authorization of any kind, that this Purchase Agreement has been cancelled, that Seller is entitled to receive all Deposits (to the extent Closing Agent is holding the same), and that Buyer has no further right, title, or interest in Deposits or the Property.

10.2 Seller's Default. If prior to the Closing Date, Seller fails to substantially comply with the terms and conditions of this Purchase Agreement, and if Buyer has complied with all obligations hereunder, Buyer may deliver to Closing Agent and Seller a written notice specifically detailing Seller's default. Seller shall have 45 days from the receipt of such notice to cure the default. Subject to the paragraph entitled "Time Frame for Construction of the Home", if Seller has not remedied the default within 45 days, Buyer, as its sole and exclusive remedy, shall have the right to cancel this Purchase Agreement by delivering written notice of cancellation to Seller and thereupon: (i) Seller shall refund all Deposits (together with interest earned thereon, if required by law) to Buyer; (ii) Seller will have no further obligation to Buyer under this Purchase Agreement, (iii) Buyer will have no further right, title, or interest in or to the Property, and (iv) Seller will be entitled to sell the Property to another party. Except as provided in this subsection below, Seller shall not be liable to Buyer for consequential damages as a result of default by Seller under this

Purchase Agreement, or for any damages based on a claim of diminution in the value of the Property or mental anguish. Notwithstanding any provision to the contrary in this Purchase Agreement, if Seller's default is based upon Seller's failure to complete the Home within the time period provided in the paragraph entitled "Time Frame for Construction of the Home", then Buyer will have the right to seek all available remedies at law or in equity, without limitation, as a result of such failure.

10.3 Seller's Release From Liquidated Damages Due to Actions By Buyer. The liquidated damages limitations set forth in this paragraph and the liquidated damages provision set forth above shall not apply if Buyer seeks to assert any claim or interest in the Property or if Seller terminates or cancels this Purchase Agreement due to any act or omission by Buyer (including, but not limited to, a default or the failure of a contingency) and Buyer later seeks to assert any interest in the Property. If Seller is released from the liquidated damages limitations as set forth in this paragraph, Seller may, thereafter, elect to seek damages from Buyer in the amount of any and all damages to which Seller may be entitled.

11. ARBITRATION OF DISPUTES.

11.1 Notification. Buyer shall provide Seller with written notice of any matters relating to a Dispute (as defined below) as soon as is reasonably possible after Buyer becomes aware, or should have become aware, of such matters and Dispute.

11.2 Arbitration.

11.2.1 AGREEMENT TO ARBITRATE. ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES BY OR BETWEEN THE BUYER AND SELLER, ARISING OUT OF OR RELATED TO THIS PURCHASE AGREEMENT, THE PROPERTY, THE COMMUNITY, THE SALE OF THE PROPERTY BY SELLER, OR ANY TRANSACTION RELATED HERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE, OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY DISPUTE OVER: (a) THE DISPOSITION OF ANY DEPOSIT; (b) BREACH OF CONTRACT; (c) NEGLIGENT OR INTENTIONAL MISREPRESENTATION OR FRAUD; (d) NONDISCLOSURE, (e) BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING; (f) ALLEGATIONS OF LATENT OR PATENT DESIGN OR CONSTRUCTION DEFECT; (g) THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PLANNING, SURVEYING, DESIGN, ENGINEERING, GRADING, SPECIFICATIONS, CONSTRUCTION OR OTHER DEVELOPMENT OF THE PROPERTY OR THE COMMUNITY, (h) DECEPTIVE TRADE PRACTICES, (i) THE LIMITED WARRANTY, OR (j) ANY OTHER MATTER ARISING OUT OF OR RELATED TO THE INTERPRETATION OF ANY TERM OR PROVISION OF THIS PURCHASE AGREEMENT, OR ANY DEFENSE GOING TO THE FORMATION OR VALIDITY OF THIS PURCHASE AGREEMENT, OR ANY PROVISION OF THIS PURCHASE AGREEMENT, INCLUDING DEPOSIT DISPUTES, THIS ARBITRATION PROVISION, ALLEGATIONS OF UNCONSCIONABILITY, FRAUD IN THE INDUCEMENT, OR FRAUD IN THE EXECUTION, WHETHER SUCH DISPUTE ARISES BEFORE OR AFTER CLOSING (EACH A "DISPUTE"), SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE PROCEDURES SET FORTH AS FOLLOWS:

THIS ARBITRATION PROVISION SHALL BE DEEMED TO BE SELF-EXECUTING. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION PROVISION, INCLUDING, WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OR THE VALIDITY OF THIS PURCHASE AGREEMENT, OR THIS ARBITRATION PROVISION, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS ARBITRATION PROVISION, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS ARBITRATION PROVISION INCLUDING WITHOUT LIMITATION, WAIVER, ESTOPPEL, OR LACHES, SHALL BE DECIDED BY THE STATE COURT FOR THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

IN THE EVENT THAT A DISPUTE ARISES BETWEEN THE PARTIES, SUCH DISPUTE SHALL BE RESOLVED BY AND PURSUANT TO THE ARBITRATION RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME THE REQUEST FOR

ARBITRATION IS SUBMITTED. IN THE EVENT THE AMERICAN ARBITRATION ASSOCIATION IS FOR ANY REASON UNWILLING OR UNABLE TO SERVE AS THE ARBITRATION SERVICE, THEN THE PARTIES SHALL SELECT ANOTHER REPUTABLE ARBITRATION SERVICE. IF THE PARTIES ARE UNABLE TO AGREE ON AN ALTERNATIVE SERVICE, THEN EITHER PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED TO APPOINT SUCH AN ALTERNATIVE SERVICE, WHICH SHALL BE BINDING ON THE PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

11.2.2 FEDERAL ARBITRATION ACT. BUYER AND SELLER EXPRESSLY AGREE AND ACKNOWLEDGE THAT THIS PURCHASE AGREEMENT INVOLVES AND CONCERNS INTERSTATE COMMERCE AND IS GOVERNED BY THE PROVISIONS OF THE FEDERAL ARBITRATION ACT (9 U.S.C. §1 ET SEQ.) NOW IN EFFECT AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED, TO THE EXCLUSION OF ANY DIFFERENT OR INCONSISTENT STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE. ACCORDINGLY, ANY AND ALL DISPUTES SHALL BE ARBITRATED, WHICH ARBITRATION SHALL BE MANDATORY AND BINDING, PURSUANT TO THE FEDERAL ARBITRATION ACT.

11.2.3 PARTICIPATION BY OTHER PARTIES. BUYER AND SELLER AGREE THAT ANY SUCH ARBITRATION SHALL ONLY BE BETWEEN BUYER AND SELLER AND SHALL NOT BE JOINED OR CONSOLIDATED WITH THE CLAIMS OR ARBITRATION OF ANY OTHER PARTY UNLESS SPECIFICALLY AGREED TO IN WRITING BY BUYER AND SELLER, AND AGREE THE ARBITRATOR IS NOT AUTHORIZED TO PERMIT ANY CONSOLIDATION OR JOINDER WITH ANY OTHER PARTY. NOTWITHSTANDING THE PRECEDING SENTENCE, EITHER BUYER OR SELLER MAY JOIN SUBCONTRACTORS AND SUPPLIERS INVOLVED IN THE DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS TO THE PROPERTY. THIS ARBITRATION PROVISION SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY, SELLER AND SELLER'S AFFILIATED AND RELATED ENTITIES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, AGENTS, VENDORS, SUPPLIERS, DESIGN PROFESSIONALS, INSURERS AND ANY OTHER PERSON WHOM BUYER CONTENDS IS RESPONSIBLE FOR ANY ALLEGED DEFECT IN OR TO THE PROPERTY OR ANY IMPROVEMENT OR APPURTENANCE THERETO. THE PARTICIPATION BY ANY PARTY, OR ANY PARTY WHOM BUYER CONTENDS IS RESPONSIBLE FOR A DISPUTE, IN ANY JUDICIAL PROCEEDING CONCERNING THIS ARBITRATION PROVISION OR ANY MATTER ARBITRABLE HEREUNDER SHALL NOT BE ASSERTED OR ACCEPTED AS A REASON TO DELAY, TO REFUSE TO PARTICIPATE IN ARBITRATION, OR TO REFUSE TO COMPEL ARBITRATION, INCLUDING INSTANCES IN WHICH THE JUDICIAL PROCEEDING INVOLVES PARTIES NOT SUBJECT TO THIS ARBITRATION PROVISION AND/OR WHO CANNOT OTHERWISE BE COMPELLED TO ARBITRATE.

11.2.4 COSTS AND ATTORNEY'S FEES. IN THE EVENT ANY DISPUTE ARISES UNDER THE TERMS OF THIS PURCHASE AGREEMENT OR THE LIMITED WARRANTY OR IN THE EVENT OF THE BRINGING OF ANY ARBITRATION ACTION BY A PARTY HERETO AGAINST ANOTHER PARTY HEREUNDER BY REASON OF ANY BREACH OF ANY OF THE COVENANTS, AGREEMENTS OR PROVISIONS ON THE PART OF THE OTHER PARTY ARISING OUT OF THIS PURCHASE AGREEMENT OR THE LIMITED WARRANTY, THEN ALL FEES AND COSTS SHALL BE BORNE SEPARATELY BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, ALL ATTORNEYS' FEES, ARBITRATION FEES AND EXPERT WITNESS COSTS RESULTING FROM THE DISPUTE. THE FOREGOING PROVISION DOES NOT MODIFY ANY PROVISION OF ANY CONTRACT BETWEEN SELLER AND ANY THIRD-PARTY REQUIRING INDEMNIFICATION OR ESTABLISHING A DIFFERENT ALLOCATION OF FEES AND COSTS BETWEEN SELLER AND SUCH THIRD PARTY.

11.2.5 AVAILABLE REMEDIES. THE ARBITRATOR SHALL BE AUTHORIZED TO PROVIDE ALL RECOGNIZED REMEDIES AVAILABLE IN LAW OR IN EQUITY FOR ANY CAUSE OF ACTION THAT IS BASIS OF ARBITRATION.

11.2.6 FINAL AND BINDING AWARD. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING. BUYER AND SELLER EXPRESSLY AGREE THAT SHOULD EITHER PARTY FAIL TO SATISFY THE ARBITRATOR'S DECISION WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THE DECISION, THEN AN APPLICATION TO CONFIRM, VACATE, MODIFY, OR CORRECT AN AWARD RENDERED BY THE ARBITRATOR SHALL BE FILED IN ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

11.2.7 RULES OF LAW. TO THE EXTENT THAT ANY STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE IS INCONSISTENT WITH ANY PROVISION OF THE RULES OF THE ARBITRATION SERVICE UNDER WHICH THE ARBITRATION PROCEEDING SHALL BE CONDUCTED, THE LATTER RULES SHALL GOVERN THE CONDUCT OF PROCEEDING.

11.2.8 ARBITRATOR. THE ARBITRATOR APPOINTED TO SERVE SHALL BE A NEUTRAL AND IMPARTIAL INDIVIDUAL.

11.2.9 VENUE. THE VENUE OF THE ARBITRATION SHALL IN THE COUNTY WHERE THE PROPERTY IS LOCATED UNLESS THE PARTIES AGREE IN WRITING TO ANOTHER LOCATION.

11.2.10 SEVERABILITY. IF ANY PROVISION OF THIS ARBITRATION PROVISION SHALL BE DETERMINED TO BE UNENFORCEABLE OR TO HAVE BEEN WAIVED, THE REMAINING PROVISIONS SHALL BE DEEMED TO BE SEVERABLE THEREFROM AND ENFORCEABLE ACCORDING TO THEIR TERMS.

11.2.11 DISCOVERY. NOTWITHSTANDING ANYTHING INCONSISTENT IN THE RULES AND PROCEDURES OF THE ARBITRATION SERVICE, THE PARTIES TO THE ARBITRATION SHALL HAVE THE RIGHT TO CONDUCT A REASONABLE AMOUNT OF DISCOVERY, INCLUDING WRITTEN DISCOVERY, DEPOSITIONS AND INSPECTIONS AND TESTING, ALL AS APPROVED AND COORDINATED BY THE ARBITRATOR.

11.2.12 CONFLICT. IF ANY PROVISION OF THIS PARAGRAPH IS IN CONFLICT WITH OR IS DIFFERENT THAN ANY ALTERNATIVE DISPUTE RESOLUTION PROVISION OF ANY DECLARATION OF ANY HOMEOWNERS ASSOCIATION, MASTER ASSOCIATION, OR ANY OTHER COMMON INTEREST DEVELOPMENT ASSOCIATION, THEN THE PROVISIONS SET FORTH IN PARAGRAPH 11 SHALL CONTROL. HOWEVER, ANY AND ALL DISPUTES BETWEEN SELLER AND ANY HOMEOWNERS ASSOCIATION GOVERNING THE COMMUNITY ARISING FROM OR RELATED TO THE COMMUNITY, DECLARATION (AS DEFINED IN THE COMMUNITY DISCLOSURE ADDENDUM) OR ANY OTHER AGREEMENTS BETWEEN SELLER AND ANY ASSOCIATION GOVERNING THE COMMUNITY SHALL BE RESOLVED IN ACCORDANCE WITH THE DECLARATION.

11.2.13 CLASS AND GROUP ACTIONS NOT AVAILABLE. THE PARTIES HAVE AGREED TO ARBITRATE DISPUTES UNDER THE FEDERAL ARBITRATION ACT DUE TO THE MUTUAL ADVANTAGES OF ARBITRATION OVER BRINGING AN ACTION IN COURT TO RESOLVE A DISPUTE. BUYER ACKNOWLEDGES THAT GROUP AND CLASS ACTION CLAIMS ARE INCONSISTENT WITH ARBITRATION UNDER THE FEDERAL ARBITRATION ACT. ARBITRATION OF A GROUP OR CLASS ACTION DESTROYS THE ADVANTAGES OF THE ARBITRATION PROCESS SUCH AS SPEED, EFFICIENCY, AND LOWER COSTS DUE TO THE COMPLEXITIES INVOLVED IN A GROUP OR CLASS ACTION. FOR THESE REASONS, BUYER AND SELLER MUTUALLY AGREE TO WAIVE THE RIGHT TO BRING A GROUP, OR CLASS ACTION CLAIM IN THE ARBITRATION, INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT AS A CLASS REPRESENTATIVE, CLASS MEMBER, REPRESENTATIVE ON BEHALF OF OTHERS OR PRIVATE ATTORNEY GENERAL ON BEHALF OF THE GENERAL PUBLIC.

NOTICE: BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES"

PROVISION DECIDED BY NEUTRAL, BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND SUCH BUYER AND SELLER ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL OR OTHER PROCEEDING. BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE GIVING UP THEIR JUDICIAL AND/OR STATUTORY RIGHTS TO DISCOVERY, TRIAL AND APPEAL, EXCEPT TO WHATEVER EXTENT ANY RIGHTS ARE SPECIFICALLY INCLUDED IN THIS AGREEMENT TO ARBITRATE. IF BUYER OR SELLER REFUSES TO SUBMIT TO ARBITRATION, (I) SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND/OR (II) ARBITRATION MAY GO FORWARD IN THE ABSENCE OF THE REFUSING PARTY. THE PARTIES' AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS PARAGRAPH 11 TO NEUTRAL ARBITRATION.

Buyer's Initials: _____

12. ADDITIONAL PROVISIONS.

12.1 Notice. Except as otherwise set forth in this Purchase Agreement, all notices or other communication required or permitted under this Purchase Agreement shall be in writing, and shall be hand delivered, sent by registered or certified mail return receipt requested, sent by Express Mail of the U.S. Postal Service or any other courier guaranteeing overnight delivery, or sent through DocuSign (only if Buyer has agreed to utilize DocuSign). Notices sent via mail, shall be sent postage prepaid and addressed to the person to receive such notice at the addresses of Buyer and Seller set forth in this Purchase Agreement. Either party hereto may change their address for notice under this Purchase Agreement by giving the other party at least 5 days written notice of such change of address. Notices shall be deemed received upon actual receipt if hand delivered, 48 hours after deposit in the United States mail if sent by registered or certified mail, or 24 hours after deposit in the Express Mail of the U.S. Postal Service or with another courier guaranteeing overnight delivery. Failure of the addressee to accept or acknowledge receipt shall not invalidate notice given in accordance with this paragraph and notice shall be deemed received at the time set forth in the preceding sentence despite the addressee's failure to accept or acknowledge receipt. If Buyer is more than one person, service to Buyer designated as the recipient of notices above shall be deemed to be service on all parties listed as Buyer above.

12.2 No Waivers. No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any provision or succeeding breach thereof, or of any other covenant or provisions contained herein. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

12.3 Severability. If any portion of this Purchase Agreement is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Purchase Agreement, and the remaining parts of this Purchase Agreement shall remain in full force and effect.

12.4 Commission/Fees; Broker Representation. Seller's community sales managers exclusively represent Seller and do not represent Buyer. Unless set forth in a Real Estate Broker Referral Agreement executed by Seller, Seller will not pay any commission or finder's fee to any broker, agent or representative of Buyer in connection with this transaction. Unless set forth in a Real Estate Broker Referral Agreement executed by Seller, Buyer represents and warrants, that Buyer has not dealt with any agents, brokers, salespersons, finders or person of any kind who could make a claim for a commission or finder's fee in connection with this transaction ("**Claim**") and Buyer shall indemnify, defend and hold Seller harmless for, from and against any and all liability, responsibility, claims, losses, damages, costs, controversies, expenses or attorney's fees sustained or incurred by Seller resulting from such Claim.

12.5 Time of Essence. Time is of the essence in connection with this transaction and each and every provision of this Purchase Agreement. Any references to a specific time zone in this Purchase

Agreement or any related purchase documents shall reference the local time zone in which the Property is located.

12.6 Binding Agreement; Assignment. This Purchase Agreement is binding on Buyer and Seller and their respective heirs, executors, administrators and successors. This Purchase Agreement may not be assigned by Buyer without prior written consent of Seller, which consent may be granted or withheld by Seller in Seller's sole and absolute discretion. Seller may assign any or all of Seller's right, title, and interest under this Purchase Agreement, including, without limitation, all right, title and interest in any Deposits.

12.7 No Interference. Buyer shall not: (i) take any action which impedes, obstructs or interferes with the performance of Seller under this Purchase Agreement or Seller's completion of the Community; (ii) engage in harassing, abusive, threatening, offensive or otherwise inappropriate behavior towards Seller's personnel, contractors, homeowners or other potential buyers; or (iii) picket, protest or otherwise publicly oppose any of Seller's communities (including, without limitation, by picketing or distributing flyers or other literature) via any forum of media.

12.8 No Possession until Closing. Prior to Closing, Buyer has no rights or interest in the Property except the right and obligation to purchase the Property in accordance with this Purchase Agreement. Prior to Closing, Buyer or Buyer's agent shall not: (i) possess or occupy the Property; (ii) commence any construction, including installations of improvements; (iii) store any items on the Property; (iv) list or advertise the Property for sale or lease; (v) enter into any agreement (verbal or written) for a transfer to any third party of title to the Property or any interest in this Purchase Agreement; or (vi) record this Purchase Agreement or any memorandum, lien, lis pendens or other instrument of record against the Property. Except as otherwise required by law, Buyer will not be provided access to the Property until all conditions of Closing have been satisfied and all funds due from Buyer (including all loan proceeds from Buyer's Lender) have been delivered to the Closing Agent.

12.9 Governing Law and Venue. This Purchase Agreement shall be construed and enforced in accordance with the laws of the State in which the Property is located, except where federal law is expressly made applicable.

12.10 Survival. All of the covenants and representations set forth in this Purchase Agreement which are not conditions of Closing shall survive Closing. The following provisions shall survive any termination or cancellation of this Purchase Agreement: the paragraphs of this Purchase Agreement and Addenda hereto entitled "Default and Remedies," "Arbitration of Disputes", "No Interference" and "1031 Exchange."

12.11 Patriot Act. Buyer (which for this purpose includes its partners, members, principal stockholders and any other constituent entities, if any) represents that Buyer: (i) has not been designated as a "**specifically designated national and blocked person**" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website <https://www.treasury.gov/ofac/downloads/sdnlist.pdf> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the term of this Purchase Agreement remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) has not used and will not use funds from illegal activities for any portion of the Total Purchase Price, including, without limitation, Deposits.

12.12 Right of Reasonable Entry. Buyer shall cooperate with Seller, its representatives and utility companies and shall permit Seller, its representatives and utility companies right of access to the Home and all portions of the Property upon reasonable notice during normal business hours after Closing for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to: (i) request by any governmental agency; (ii) the Limited Warranty; or (iii) any Disputes between Buyer

and Seller regarding the Property. Buyer shall cooperate with Seller to be present or have a Buyer representative present for any such entry. This paragraph shall not be construed as an agreement by Seller to perform any corrective, additional, remedial or other work.

12.13 Acceptance by Seller. Execution of this Purchase Agreement by Buyer and Seller's community sales manager only acknowledges receipt of the Offer and is NOT binding on Seller unless and until Seller's authorized representative ("**Authorized Representative**") signs this Purchase Agreement and the Earnest Money Deposit is paid as set forth herein. If Seller's Authorized Representative, in its sole and absolute discretion, determines not to sign this Purchase Agreement, all Deposits shall be promptly refunded to Buyer, and Buyer's Offer to purchase the Property shall be deemed to be rejected.

12.14 Counterparts; Electronic Execution. This Purchase Agreement may be executed in counterparts, all of which together will constitute this Purchase Agreement. This Purchase Agreement may be signed and transmitted electronically or by facsimile; the signature of any person on an electronically or facsimile transmitted copy hereof will be considered an original signature; and an electronically or facsimile transmitted copy hereof will have the same binding effect as an original signature on an original document.

12.15 Construction of Purchase Agreement. In the event the date on which Buyer or Seller is required to take any action under the terms of this Purchase Agreement is not a business day, the action shall be taken on the next succeeding business day. Buyer acknowledges that this Purchase Agreement was negotiated in the English language. If more than one person signs this Purchase Agreement as Buyer, each will be jointly and severally liable for full performance of all Buyer's duties and obligations under this Purchase Agreement and Seller shall have the right to enforce the terms of this Purchase Agreement against either as individuals or together.

12.16 Cancellation. A cancellation of this Purchase Agreement shall be deemed effective by the party being entitled to cancel this Purchase Agreement giving written notice to the other party. In the event of cancellation by either party as authorized by this Purchase Agreement: (i) the parties will have no further obligation under this Purchase Agreement; (ii) Buyer will have no further right, title, or interest in or to the Property; and (iii) Seller will be entitled to sell the Property to another party. If Buyer is entitled to the return of all or a portion of the Deposit and Buyer is more than one person, Seller will return the applicable portion of the Deposit by check payable jointly to all Buyers, regardless of from whom the Deposit was originally paid. Buyer shall be fully obligated under the terms of this Purchase Agreement to promptly cooperate in executing whatever documents are requested by Seller to effect such cancellation and its failure to do so shall be deemed a default.

13. DOCUMENTS. In connection with Buyer's purchase of the Home, Buyer will receive numerous disclosures and other documents, all of which are important to Buyer's decision to purchase the Home. Buyer should review all of this information very carefully. By execution of this Purchase Agreement, Buyer acknowledges that Buyer has been provided with all documents listed in the Receipt for Documents prior to Buyer's execution of this Purchase Agreement. Buyer shall maintain a full and complete copy of the documents provided by Seller and provide any subsequent buyer of the Property, including, without limitation, General Disclosure Addendum, Community Disclosure Addendum, the Limited Warranty, the Maintenance Manual, any other maintenance or preventative maintenance information; all manufactured products maintenance, and preventative maintenance information. Buyer shall instruct subsequent buyers of the Property to provide to their subsequent buyers a complete copy of such documents.

14. ADDENDA. Buyer acknowledges that, prior to Buyer's execution of this Purchase Agreement, Buyer received or had the opportunity to review each of the documents marked below. Each document marked below is considered an "**Addendum**" and collectively, "**Addenda**" to this Purchase Agreement and is incorporated by reference into and made part of this Purchase Agreement.

Addenda (if box checked then addendum is attached):			
	General Disclosure Addendum		
	Community Disclosure Addendum		
	Additional Terms Addendum		
	Mineral and Oil and Gas Rights Disclosure Statement Addendum		

15. ENTIRE AGREEMENT. This Purchase Agreement, all Addenda, amendments, exhibits, attachments and any document expressly incorporated by reference constitutes the entire agreement and understanding between Buyer and Seller and neither Buyer nor Seller will be bound by any understanding, statement, agreement, promise or representation, express or implied, written or oral, which is not expressly set forth in this Purchase Agreement. All prior statements and representations, whether oral or written, are hereby superseded by this Purchase Agreement. Buyer has listed below any understanding, agreement, promise or representation by Seller or its employees or representatives that is not specifically stated in this Purchase Agreement and upon which Buyer is relying in purchasing the Property:

- ☐ **Option 1:** None.
- ☒ **Option 2:** The following additional understandings, promises or representations should be set forth in this Purchase Agreement: See Additional Terms Addendum

Buyer's initials to confirm option selected above: _____

BUYER ACKNOWLEDGES THAT BUYER HAS RECEIVED, READ AND UNDERSTANDS THE PROVISIONS SET FORTH IN THIS PURCHASE AGREEMENT. BUYER MAKES THIS ACKNOWLEDGMENT INTENDING THAT SELLER SHALL PARTICULARLY RELY UPON IT IN ACCEPTING THIS OFFER.

(Signatures to Follow)

BUYER:

Date

Date

SELLER'S COMMUNITY SALES MANAGER:

Date

SELLER'S AUTHORIZED REPRESENTATIVE:

By:

Its: Authorized Signer

Date

Exhibit A

Subdivision Name	Building	Lot	Close Slated
Parkside Commons	4	20	October 2024
Parkside Commons	5	27	November 2024
Parkside Commons	8	41	April 2025
Parkside Commons	7	36	June 2025
Parkside Commons	7	37	June 2025
Parkside Commons	11	55	January 2026
Parkside Commons	11	56	January 2026

ADDITIONAL TERMS ADDENDUM

This Additional Terms Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

1. CLOSING AGENT. Notwithstanding anything in the Purchase Agreement to the contrary, the Closing Agent for the Property shall be as follows:

Morehead Title Company
Attn: Michael Burt, Esq.
225 E. Worthington Ave., Suite #200
Charlotte, NC 28203

2. CLOSING COSTS. Notwithstanding anything in the Purchase Agreement to the contrary, Seller shall pay any excise tax at Closing required pursuant to N.C.G.S. § 105-228.30.

3. MARKETING ACTIVITIES. Notwithstanding anything in the Purchase Agreement to the contrary, Buyer shall be permitted, with the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed, to (i) advertise the Property for rent/lease to prospective tenants, and (ii) upon substantial completion of the Home, show the Property to prospective tenants, with Buyer bearing all risk of loss and indemnifying, defending, and holding Seller harmless from any and all claims against any claims, losses, damages and liabilities resulting from any entry by Buyer and/or its prospective tenants upon the Property.

4. PUNCH-LIST. Notwithstanding anything in the Purchase Agreement to the contrary, at the New Home Demonstration, Buyer and Seller shall work together in good faith to agree upon any punch-list items which need to be completed by Seller prior to Closing.

5. COMMISSIONS. Notwithstanding anything in the Purchase Agreement to the contrary, Seller shall be solely responsible for paying any commissions due and owing to Seller's sales agent(s) at Closing.

6. INDEMNITY PROVISIONS. Notwithstanding anything in the Purchase Agreement to the contrary, any provisions in the Purchase Agreement which require Buyer to indemnify, defend, and hold Seller harmless shall be limited to the extent allowed under applicable law.

7. CLOSING PRORATIONS. Notwithstanding anything in the Purchase Agreement to the contrary, real estate taxes and homeowner's association dues for the Property shall be prorated as of the Closing Date. For avoidance of any doubt, Buyer shall be solely responsible for paying the Working Capital Contribution of \$1,500.00 per each Home to the Parkside Commons Townhome Owners Association, Inc. at each Closing.

8. CLOSING CALCULATION ERROR. Notwithstanding anything in the Purchase Agreement to the contrary, Seller shall also pay any amounts owed to Buyer to correct a Closing Error within 30 days after Seller's notice thereof.

9. MEDIATION. Notwithstanding anything in the Purchase Agreement to the contrary, before any Dispute is submitted for binding arbitration pursuant to Section 11.2 of the Purchase Agreement, Buyer and Seller shall first participate in a non-binding mediation with a mediator mutually agreed upon in good faith by Buyer and Seller.

10. PICKETING AND PROTESTS. For avoidance of any doubt, Seller hereby acknowledges and agrees that Buyer, in its capacity as a municipality, is not responsible for preventing members of the public from engaging in any of the activities described in Section 12.7(iii) of the Purchase Agreement.

11. CLOSING CONDITION. Buyer shall be obligated to complete its purchase of each Property only upon fulfillment of the following condition: Approval by the Town of Davidson Board of Commissioners appropriating funds for payment of the purchase price for each Property. If such condition has not been satisfied by the applicable Closing Date, either Seller or Buyer shall have the right to terminate the Purchase Agreement upon written notice to the other party.

12. **DEFINED TERMS.** For purposes of the Purchase Agreement, all references to “Property” or “Home” shall mean the singular (each Property or each Home) or plural (all seven (7) properties or homes) as the context requires.

[signatures appear on the following page(s)]

BUYER:

Town of Davidson

By: _____
Name: _____
Title: _____

Date

SELLER:

Taylor Morrison of Carolinas, Inc.

By: _____
Name: _____
Title: _____

Date



RESOLUTION 2024-25
APPROVING CONVEYANCE OF 916 MARY MAX DRIVE

WHEREAS, North Carolina General Statutes 160A-267 authorizes a municipality to convey in fee simple interest the private sale of real property for low or moderate income housing; and

WHEREAS, the Town of Davidson owns a home located at 916 Mary Max Drive in the Parkside Commons Subdivision, Parcel ID 324461, designated as a property in the Town of Davidson's Affordable Housing Program; and

WHEREAS, the Town of Davidson will 916 Mary Max Drive to identified buyers who meet the requirements of the Town's Affordable Housing Program; and

WHEREAS, the Town of Davidson will attach covenants and terms to the conveyance so the property will remain in the Affordable Housing Program for a designated term.

NOW THEREFORE BE IT RESOLVED the Town of Davidson Board of Commissioners does hereby resolve:

- 1) The Town Clerk will publish notice summarizing the contents of this resolution and the property may be sold after the 10 days publication of this notice;
- 2) The Town Manager is authorized to execute all documents necessary to convey in fee simple title the real properties identified above to qualified buyers;
- 3) The conveyance documents will include terms and conditions of the Affordable Housing Program to assure the properties remain in the program for a designated term.

Adopted on the ____ day of ____ 2024.

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk

Approved form: _____
Town Attorney

AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section 1: To amend the Affordable Housing Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
52-40-4920-495	Land and Houses		\$ 260,000.00

Budgeted expenditures will fund the purchase of 916 Mary Max Drive (Lot 2 of 8) for resale under the Affordable Housing program.

Section 2: To amend the Affordable Housing Fund, the estimated revenues are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
52-40-3835-820	Proceeds of Sale		\$ 210,000.00
52-40-3431-315	Grants		\$ 50,000.00

The Davidson Community Foundation will provide a grant to partially fund 916 Mary Max Drive (Lot 2 of 8) which will be sold to a qualified buyer.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 24th day of September, 2024

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Davidson

County: Mecklenburg

TIP: HL-0111

Project: Beaty and Main Street Intersection Improvements

Scope: adding left turn lanes, realigning the roadway at the intersection and signalization of the intersection.

Eligible Activities:

PE	50820.1.1	Design
		Environmental
ROW	50820.2.1	ROW Acquisition
		Utility Relocation
CON	50820.3.1	Construction

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality	\$2,063,400	60%	\$1,375,600	40%
Total Available Funding		\$3,439,000		

Responsibility: The Town of Davidson shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

MECKLENBURG COUNTY

DATE: 9/4/2024

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: HL-0111

AND

WBS Elements: PE 50820.1.1

ROW 50820.2.1

TOWN OF DAVIDSON

CON 50820.3.1

FEDERAL-AID NUMBER: 5082001

CFDA #: 20.205

Total Funds [NCDOT Participation] \$2,063,400

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Davidson, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Beaty and Main Street Intersection Improvements, hereinafter referred to as the Project, in Mecklenburg County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$2,063,400 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of adding left turn lanes, realigning the roadway at the intersection and signalization of the intersection of Beaty Street and Main Street in the Town of Davidson.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Congestion Mitigation and Air Quality. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse sixty percent (60%) of eligible expenses incurred by the Municipality up to a maximum amount of Two Million Sixty Three Thousand Four Hundred Dollars (\$2,063,400), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total available funding.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality	\$2,063,400	60%	\$1,375,600	40%
Total Available Funding		\$3,439,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside, but is not limited to, ten percent (10%) of the total available funding, or \$343,900 to use towards the costs related to review and oversight of this Project. These costs may include but are not limited to: review and approval of plans, environmental documents, contract proposals, and engineering estimates; performance of any phase of work, for example, contract administration or construction engineering and inspection; oversight of any phases; or any other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department may allow up to three additional months for submission of final reimbursement package by the Municipality, without entering into a supplemental agreement. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional

Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4,

incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B

and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Beaty and Main Street Intersection Improvements, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the

Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$2,063,400 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the

Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the

Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF DAVIDSON

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Town of Davidson

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____(Date)

NORTH CAROLINA

**SUPPLEMENTAL AGREEMENT
2000046711**

MECKLENBURG COUNTY

DATE: 7/24/2024

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 36249.3001

TOWN OF DAVIDSON

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Davidson, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Municipality and the Department wish to outline certain maintenance responsibilities within the Town of Davidson; and,

WHEREAS, the Municipality has requested that the Department maintain the Municipally-owned traffic signals and pedestrain hybrid beacons (PHB); and,

WHEREAS, the Department will perform the requested maintenance responsibilities for the Municipality;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of the maintenance, by the Department, of two (2) municipally-owned signals and five (5) municipally-owned pedestrian hybrid beacons (PHBs) at the following locations: 1) Griffith Street at Beaty Street (Signal); 2) 19436 Davidson-Concord Road (SR-2693) (Pre-Emptive Signal); 3) Griffith Street at Jetton Street Roundabout (PHBs x 2); 4) Griffith Street at Harbour Place Drive Roundabout (PHBs x 2); 5) E. Rocky River Road (SR-2420) at West Branch Greenway (PHB x 1).

2. The Municipality has plans to replace the signalized intersection at Griffith Street and Beaty Street with a roundabout. Upon conversion, signal maintenance will no longer be required.

FUNDING

3. The Municipality shall reimburse the Department one hundred percent (100%) of the actual cost of all administrative costs, equipment, and material and work performed by the Department. The estimated reimbursement per year is \$14,000.
4. Reimbursement from the Municipality to the Department shall be made within sixty (60) days upon completion of each maintenance project. The Department will charge a late payment penalty and interest on any unpaid balance due in accordance with G.S 147-86.23.
5. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the North Carolina General Statute, Section 136.41.1, until such time as the Department has received payment in full.

TIME PERIOD

6. This agreement shall be for the current state fiscal year, beginning July 1, 2024 and ending June 30, 2025. At the end of the fiscal year, the provision of services and quality of results may be reviewed by the Department and Municipality. The Agreement may be extended for additional fiscal years, contingent upon the increase of NCDOT maintenance funds by the General Assembly. Extensions may be made in one (1) year increments, incorporating any mutually agreed upon adjustments, with the end of the final fiscal year of service being June 30, 2030. On behalf of the Municipality, extensions may be authorized and executed by the Town/City Manager and/or Mayor without further resolution of the Town/City Council. The agreement may be terminated by either party upon a thirty (30) day written notice.

ADDITIONAL PROVISIONS

7. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality negligence and/or responsibilities under the terms of this agreement and/or project.
8. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
9. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
10. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:

TOWN OF DAVIDSON

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

(SEAL)

Remittance Address:

Town of Davidson

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section 1: To amend the General Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-80-6120-801	Transfer to Arts Project Fund		\$7,500.00

Budgeted expenditures will be transferred to the Arts Project Fund to fund an Art Park Feasibility Study from an Arts and Science Council grant.

Section 2: To amend the General Fund, the estimated revenues are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-80-3431-315	Grants		\$7,500.00

The Town received an Arts and Science Council grant to fund an Art Park Feasibility Study.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 24th day of September 2024

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk



AGENDA MEMO

To: Davidson Board of Commissioners
From: Kim Fleming, Economic Development Director
Date: September 24, 2024
Re: Davidson Veterans Monument Update

ITEM SUMMARY/OVERVIEW

The Town Board formed the Davidson Veterans Committee in December 2022 with the purpose of exploring options for the design, location and funding of a Davidson Veterans Monument. Along with the Davidson Public Art Commission, Douwe Blumberg's design "Flames of Honor" was selected as the committee's selection for the Davidson Veterans Monument. The monument will be located in Nancy MacCormac Plaza in front of the Davidson Post Office. To date, the committee has raised \$145,000 toward this effort.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Affordable Living, Equity & Inclusion - Work together to foster a culture of equity, belonging, inclusion, and advance the Town's Affordable Housing program. Provide, create, and support opportunities for all. Treat everyone with respect, dignity, and recognize every voice.

Historic Preservation - Preserve the historic character of our Town, including its people, places, & stories. Honor the history of our residents through their lived experiences.

Core Values

Davidson's traditional character is that of a small, historic college Town, so land planning will reflect its historic patterns of village-centered growth including connection of neighborhoods, preservation of our historic resources, conservation of rural area, and provision of public spaces.

Citizens are the heart of Davidson, so Town government will treat all people fairly, with courtesy and respect.

NEXT STEPS

Anticipated installation of Davidson Veterans Monument scheduled for Spring 2025.



Davidson Veterans Monument Update

Kim Fleming
Economic Development Director
September 24, 2024

www.townofdavidson.org

Davidson Veterans Monument



DISCUSSION





AGENDA MEMO

To: Davidson Board of Commissioners

From: Gina Carmon, Recreation Operations Manager

Date: September 24, 2024

Re: Discuss Fiscal Year 2025 Non-Profit Grant Recommendations

ITEM SUMMARY/OVERVIEW

The Board of Commissioners has historically appropriated \$50,000 for non-profit grants as part of the annual budget process. Non-profits serving Davidson residents may apply for funding to support activities that meet a public purpose that the Town government does not directly provide but could if facilities and staffing were available. Successful applicants must serve Davidson residents. Funding recommendations from the Livability Board will align with the Town's Core Values and the Board of Commissioners' Strategic Plan. Michael Murray, Chair of the Livability Board, will discuss their recommendations on how the Fiscal Year 2025 Non-Profit Grant funds should be allocated.

ACTION/PROPOSED MOTION

This item is for discussion only

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Sustainability and Natural Assets - Preserve Davidson's natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based challenges.

Operational Excellence - Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, responsible stewardship of Town resources and a professional and committed workforce.

Core Values

Citizens are the heart of Davidson, so Town government will treat all people fairly, with courtesy and respect.

Open communication is essential to an engaged citizenry, so Town government will seek and

provide accurate, timely information and promote public discussion of important issues.

Citizens entrust Town government with the stewardship of public funds, so government will provide high quality services at a reasonable cost.

The physical, social, and intellectual well-being of Davidson citizens is fundamental to our community, so Town government will provide and encourage enjoyable, safe, and affordable recreational and cultural lifelong learning opportunities.

NEXT STEPS

The Board of Commissioners will be asked to approve the 2025 Non-Profit Grants grant awards at the October 8, 2024 meeting.



Non-Profit Grant Recommendations

Gina Carmon, Staff Liaison Livability Board
Michael Murray, Livability Board Chair
Board of Commissioners
September 24, 2024

www.townofdavidson.org

Non-Profit Grants

- The Board of Commissioners has historically appropriated \$50,000 for grants.
- Non-profits that serve Davidson residents may apply for funding to support activities that meet a public purpose that the Town government does not directly provide but could if facilities and staffing were available.
- Funding recommendations from the Livability Board align with the Town's Core Values and the Board of Commissioners' Strategic Plan.

Non-Profit Grant Process

- Applications opened August 2, 2024, and closed on September 6, 2024.
- Final recommendations made and approved by the Livability Board at their September 17 board meeting.
- Livability Board is recommending allocating \$50,000 to 18 non-profits (20 total applicants).

Livability Board (LB) Recommendations

Organization	FY 24 Award	Applicant Request	FY25 Recommendation
Ada Jenkins	\$6,250.00	\$12,500	\$5,250.00
Bags of Hope	\$10,000.00	\$20,000	\$4,000.00
Cats of Davidson	\$3,700.00	\$5,000	\$3,000.00
Cook Community Clinic		\$10,000	\$1,850.00
Cornelius Youth Orchestra		\$3,000	\$1,000.00
Davidson Cornelius Child Development		\$10,000	\$1,500.00
Davidson Housing Coalition		\$5,000	\$4,000.00
Davidson Lands Conservancy	\$3,000.00	\$7,500	\$2,500.00
DavidsonLearns	\$1,500.00	\$2,000	\$2,000.00
FeedNC		\$10,000	\$0.00
HealthReach Community Clinic	\$3,000.00	\$3,000	\$3,000.00
Hearts and Hand Food Pantry	\$5,000.00	\$15,000	\$6,500.00
La Escuelita Bilingual Preschool	\$2,850.00	\$6,320	\$4,000.00
Legacy on the Westside		\$20,000	\$3,000.00
Music at St Albans	\$1,350.00	\$1,800	\$1,200.00
Senior Community Connections	\$4,500.00	\$4,820	\$3,200.00
Students Offering Smiles		\$15,000	\$0.00
Temple Kol Tikvah		\$3,500	\$1,500.00
The Lake Norman Family YMCA		\$5,000	\$1,500.00
Trout Unlimited- Rocky River Chapter		\$5,000	\$1,000.00
Totals	\$41,150.00	\$164,440	\$50,000.00

Next Steps:
The Town Board will be asked to
approve the grant awards at the
October 8 board meeting.



Questions?



- Ada Jenkins Center –
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Funding for LEARN Works afterschool programming for 27-30 K-8 students
- Bags of Hope
 - Affordable Living, Equity & Inclusion
 - 32 Davidson K-8 Students
 - Provides weekend food bags to students
- Cats of Davidson
 - Healthy, Livable, and Vibrant Community
 - All Davidson residents
 - Funding to stabilize and care for the feral cat population in Davidson
- Cook Community Clinic
 - Healthy, Livable, and Vibrant Community
 - Claims to serve 96 Davidson Residents
 - Provides Healthcare Services, estimated value is \$1600 provided services per person
- Cornelius Youth Orchestra
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Reports that 12% of their participants are Davidson Residents
 - Continue Annual Carolina Youth Orchestra Summer Festival
- Davidson Corneluis Child Development
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - 20% of Children served fall at or under low income
 - Enhance Preschool Environment
- Davidson Housing Coalition
 - Affordable Living, Equity & Inclusion
 - All Davidson residents

- Seeking funds to provide Tot Lot to West-Davidson families
- Davidson Lands Conservancy
 - Sustainability and Natural Assets
 - Entire town population
 - Funding for Accessible wayfinding at parks
- Davidson Learns
 - Healthy, Livable, and Vibrant Community
 - Serves Majority Davidson residents
 - Funding to assist in the coordination of Spotlight Event to keep them free and open to the public and new member programming.
- FeedNC
 - Reports to serve 68 Davidson residents
 - Funding for program costs related food access.
 - Not funded due because this program is statewide with multiple partners and other opportunities for monetary resources.
- HealthReach Community Clinic
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - 25 Davidson residents
 - Funding to support and cover \$200 worth of services per Davidson resident served.
- Hearts and Hands Food Pantry
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Reports to serve 275 Davidson residents
 - Funding to expand mobile pantry services in Davidson
- La Escuelita Bilingual Preschool
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Up to 9 Davidson residents out of 30 students
 - Seeking funds to enhance preschool programs and furnishings
- Legacy at West Davidson
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community

- All Davidson residents
- Seeking funding to continue Advocacy programs
- Exploring alternative funding sources through collaboration with other departments.
- Music at St. Alban's
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - All Davidson Residents
 - Funding for outreach programs
 - Davidson Library Concert
 - Ada Jenkins LEARNWORKS Music Enrichment Concert
- Senior Community Connections (formerly Davidson Village Network)
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Approximately 50 residents served.
 - Provide scholarships to seniors
- Stronger Than a Stroke
 - Not funded due to insufficient information given to consider application
- Students Offering Smiles
 - Seeking funding for Davidson K-8 Traffic Garden, Sensory Wall and Water bottle filling station at Library.
 - Not funded due to proposed projects being located on county owned land/organizations and the county would be the best source for funding.
- Temple Kol Tikvah
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Davidson Residents
 - Seeking funds to enhance HAL (Healthy Active Living) Program for Seniors
- The Lake Norman Family YMCA
 - Affordable Living, Equity & Inclusion – Healthy, Livable, and Vibrant Community
 - Reports to serve 29% of Davidson Residents
 - Seeking funds to enhance their youth development programs including offering scholarships.
- Trout Unlimited-Rocky River Chapter

- Sustainability and Natural Assets – Healthy, Livable, and Vibrant Community
- Serves students at Community School of Davidson and Davidson Day
- Seeking funds to enhance their “Trout in the Classroom” program that includes students releasing trout at Lake Norman State Park.



AGENDA MEMO

To: Davidson Board of Commissioners
From: Jason Burdette, Planning Director
Date: September 24, 2024
Re: Discuss Resident-Proposed Text Amendment

ITEM SUMMARY/OVERVIEW

A resident has proposed text amendments to Davidson Planning Ordinance (DPO) 4.3.1.D specific to fencing regulations in the front yard and on corner lots. Proposed text amendments will follow the process described in DPO 14.23, Amendments Generated by Petition.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Core Values

Citizens are the heart of Davidson, so Town government will treat all people fairly, with courtesy and respect.

NEXT STEPS

The Planning Board will receive an FYI at their September meeting. A public hearing with the Board of Commissioners will be held in October.



Davidson Planning Ordinance (DPO) Chapter 4 Resident-Proposed Text Amendments

Jason Burdette
Planning Director
September 24, 2024

www.townofdavidson.org

CURRENT DPO: GENERAL SITE DESIGN

DPO 4.3.1.D *Fences, Hedges, and Garden Walls*

All Planning Areas:

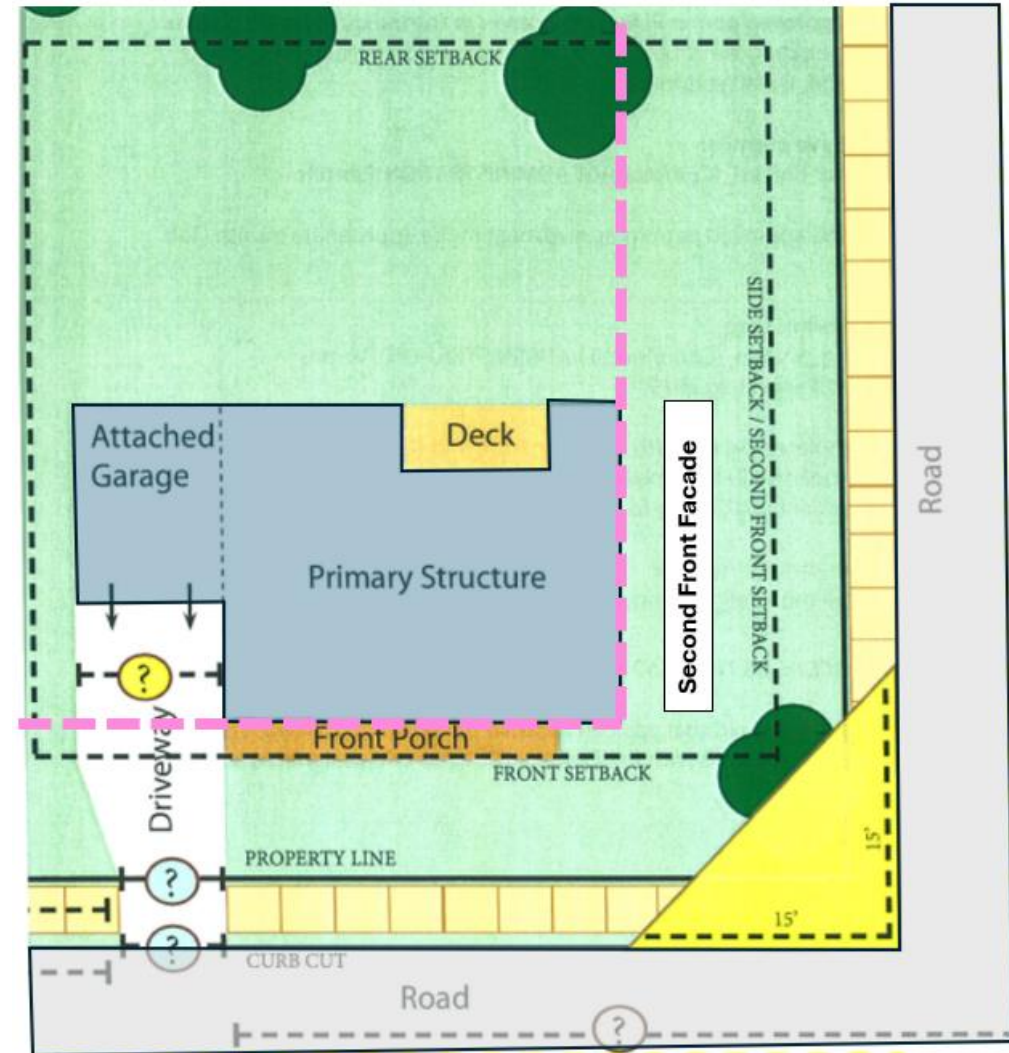
Fences, hedges, and/or garden walls located in front of the building line shall be no greater than **three feet in height** and fences shall be no more than two-thirds solid.

Fences, hedges, and/or garden walls located behind the front building line shall be no greater than six feet in height. Chain link fencing is allowed in rear yards only. Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. **For buildings on corner lots, both facades fronting a street shall be considered a front building line for purposes of fencing, hedges, and garden walls.**

CURRENT DPO: GENERAL SITE DESIGN

DPO 4.3.1.D

...For buildings on corner lots, both facades fronting a street shall be considered a front building line for purposes of fencing, hedges, and garden walls.



EXAMPLES



EXAMPLES

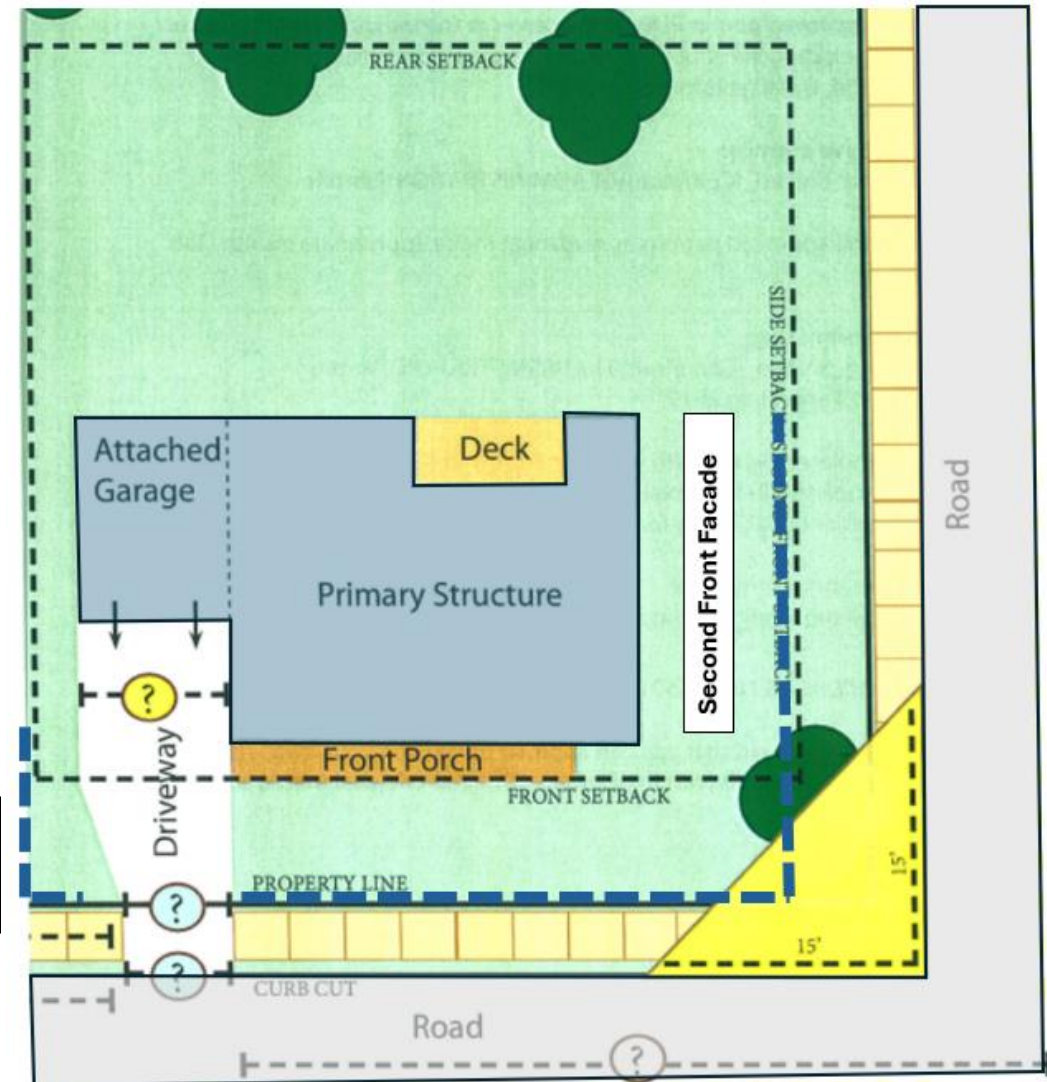


CURRENT DPO: GENERAL SITE DESIGN

DPO 4.3.1.D

...For buildings on corner lots, both facades fronting a street shall be considered a front building line for purposes of fencing, hedges, and garden walls.

Corner Lot:
Permitted Location of a 3' Fence
(Forward the Front Building Lines)



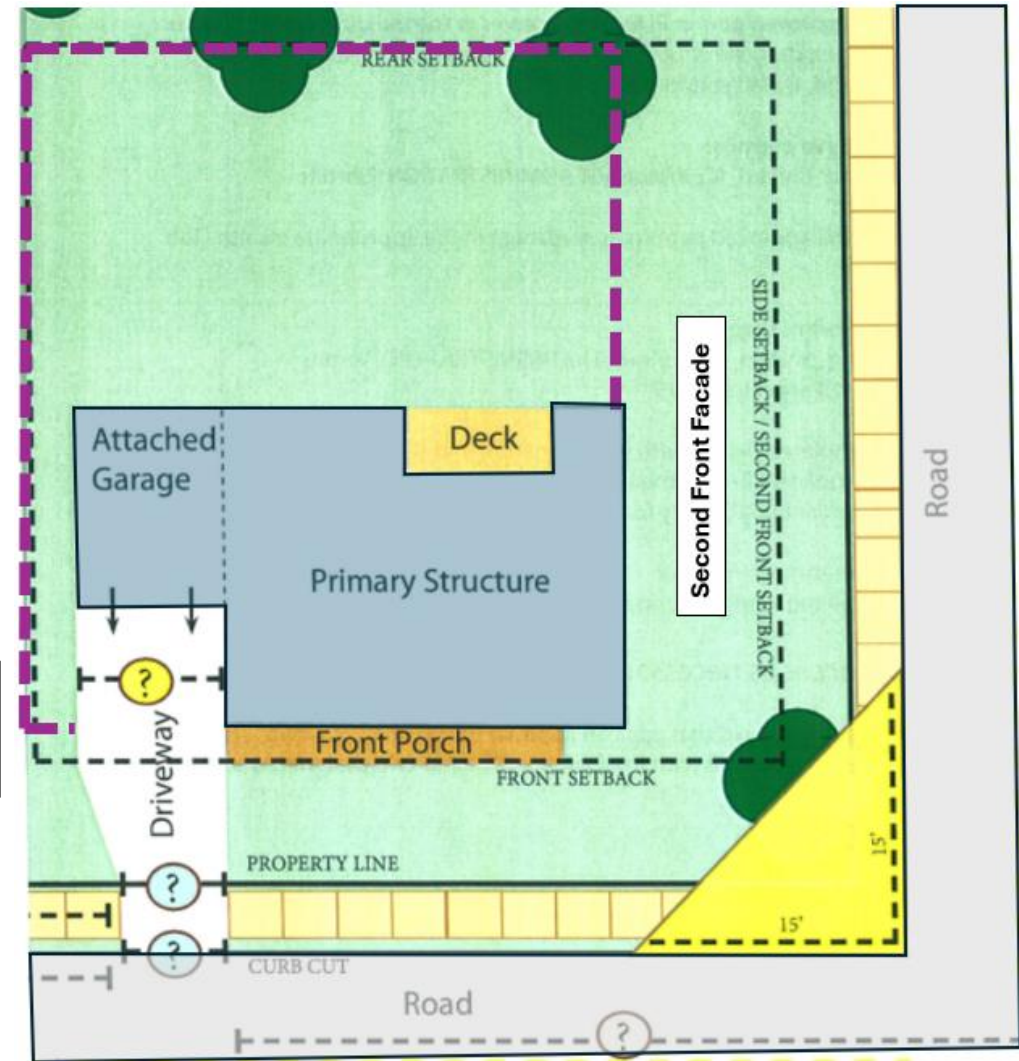
CURRENT DPO: GENERAL SITE DESIGN

DPO 4.3.1.D

...For buildings on corner lots, both facades fronting a street shall be considered a front building line for purposes of fencing, hedges, and garden walls.

Corner Lot:

Permitted Location of a 6' Fence
(Flush or Behind the Front Building Lines)



RESIDENT-PROPOSED CHANGES: SUMMARY

Timeline: 2023/2024

- Non-Compliant Fence Constructed
- Another Resident Inquired re: Compliance
- Town's Code Enforcement is Complaint-Driven
- Property Inspected
- Notice of Violation (NOV) Issued
- Staff Advised Property Owner of Alternative Compliance Methods
- Property Owner Proposed DPO Text Amendment

RESIDENT-PROPOSED CHANGES: SUMMARY

DPO 4.1.3.D: Fences, Hedges & Garden Walls

All Planning Areas:

Fences, hedges, and/or garden walls located in front of the building line shall be no greater than **three four feet in height** and fences shall be no more than two-thirds solid. Fences, hedges, and/or garden walls located behind the front building line shall be no greater than six feet in height. Chain link fencing is allowed in rear yards only. Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. **For buildings on corner lots, both facades fronting a street shall be considered a front building line for purposes of fencing, hedges, and garden walls.**

Applicant-Proposed Changes

- Allow four-foot fences in the front yard.
- Remove last line from text
- Permit corner lot fences within three feet of property line on secondary frontage. Encourage landscaping.
- Fences on secondary frontage shall be placed no closer than half the depth of the primary structure.

Applicant Justification

- Allow corner lot owners same security/privacy adjoining properties granted
- Create private yard and play spaces

NEXT STEPS

Process: DPO 14.23: Amendments Generated by Petition

- **September 24:** Board of Commissioners FYI
- **September 30:** Planning Board FYI
- **October 8:** Board of Commissioners Public Hearing
- **October 28:** Planning Board Recommendation
- **November 12:** Board of Commissioners Decision

DISCUSSION





Conveyance of 153 Mock Road

Alexander D. Cahill
Affordable Housing and Equity Director
Board of Commissioners Meeting
September 24, 2024

www.townofdavidson.org

THE BACKGROUND

- The Town Board approved the initial purchase of 153 Mock Road along with 4 other properties in 2018
- The Town Board authorized the rehabilitation of these properties
- Built2Last stepped in to help finish rehabbing 153 Mock Road
- The Town will plan to sell the unit to an income-qualified buyer in mid-October

153 Mock Road: Financials

Sale of Unit

- The Town will sell the Affordable Unit to an income-qualified buyer.
- The Town will use the enhanced hybrid random selection/ and preference procedure to select a buyer.

Example Purchase Scenario

Description	Amount
Town Purchase Price	\$179,000
Total Sale Price to Buyer	\$ 244,400
Down Payment Assistance	\$ 10,000
Amount Financed by Buyer	\$234,000

PROCESS TO SELL RESIDENTIAL PROPERTY

STEP 1: BOARD OF COMMISSIONERS MUST PASS RESOLUTION

(NC General Statute § 160A-267. Private Sale.): When council proposes to dispose of property by private sale, it shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of property at a private sale at a negotiated price. The resolution or order shall identify the property to be sold and may, but need not, specify a minimum price.

STEP 2: PUBLISH NOTICE

A notice summarizing the contents of the resolution or order shall be published once after its adoption.

STEP 3: CONSUMMATE SALE

No sale shall be consummated thereunder until 10 days after its publication.

Recommended Motion:

Motion to adopt Resolution 2024-26 to approve the conveyance of 153 Mock Road to an income-qualified buyer through the Town's Affordable Housing Program.





RESOLUTION 2024-26
APPROVING CONVEYANCE OF 153 MOCK ROAD

WHEREAS, North Carolina General Statutes 160A-267 authorizes a municipality to convey in fee simple interest the private sale of real property for low or moderate income housing; and

WHEREAS, the Town of Davidson owns a home located at 153 Mock Road, Parcel ID 00323334, identified in Exhibit A, designated as a property in the Town of Davidson's Affordable Housing Program; and

WHEREAS, the Town of Davidson will convey 153 Mock Road to identified buyers who meet the requirements of the Town's Affordable Housing Program; and

WHEREAS, the Town of Davidson will attach covenants and terms to the conveyance so the property will remain in the Affordable Housing Program for a designated term.

NOW THEREFORE BE IT RESOLVED the Town of Davidson Board of Commissioners does hereby resolve:

- 1) The Town Clerk will publish notice summarizing the contents of this resolution and the property may be sold after the 10 days publication of this notice;
- 2) The Town Manager is authorized to execute all documents necessary to convey in fee simple title the real properties identified above to qualified buyers;
- 3) The conveyance documents will include terms and conditions of the Affordable Housing Program to assure the properties remain in the program for a designated term.

Adopted on the ____ day of ____ 2024.

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk

Approved form: _____
Town Attorney



AGENDA MEMO

To: Davidson Board of Commissioners

From: Pieter Swart, Finance Director

Date: September 24, 2024

Re: Discuss Grant Review, Application and Selection Project (GRASP) and Approval of Budget Amendment 2025-10

ITEM SUMMARY/OVERVIEW

The Town's Grant Review, Application and Selection Project (GRASP) will combine internal staff expertise with an external grant consultant to enhance the Town's grant program. Grant focus areas will be: Affordable Housing; Agricultural Corridor & Food Systems - USDA; Public Safety; and Sustainability. An external partner has been identified, and the Board will consider funding the contract with budget amendment 2025-10 for \$9,000 from fund balance. The Federal Fiscal Year 2025 begins October 1, and staff recommends approval now so we can be prepared to move on emerging grant opportunities.

ACTION/PROPOSED MOTION

Motion to Approve Budget Amendment 2025-10.

RELATED TOWN GOALS

Strategic Plan Alignment

Affordable Living, Equity & Inclusion - Work together to foster a culture of equity, belonging, inclusion, and advance the Town's Affordable Housing program. Provide, create, and support opportunities for all. Treat everyone with respect, dignity, and recognize every voice.

Sustainability and Natural Assets - Preserve Davidson's natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based challenges.

Operational Excellence - Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, responsible stewardship of Town resources and a professional and committed workforce.

Core Values

Citizens entrust Town government with the stewardship of public funds, so government will provide high quality services at a reasonable cost.

Davidson must be a safe place to live, work, and raise a family, so the Town will work in

partnership with the community to prevent crime and protect lives, property, and the public realm.

Davidson's historic mix of people in all income levels and ages is fundamental to our community, so Town government will encourage opportunities, services, and infrastructure that allow people of all means to live and work here.

NEXT STEPS

The Town Manager will negotiate and approve the grant consultant contract.



Grant Review, Application, and Selection Project (GRASP)

September 24, 2024

Piet Swart
Finance Director

www.townofdavidson.org

Agenda

- I. Objective and Focus Areas
- II. Internal Team
- III. External Partner
- IV. Discussion

Objective and Focus Areas

OBJECTIVE: Combine internal staff expertise with external grant-space consultant to enhance the Town's overall grant program.

Grant Focus Areas (NOT IN ORDER OF PRIORITY):

- Affordable Housing
- Agricultural Corridor & Food Systems - USDA
- Public Safety
- Sustainability

Internal Team

- Staff committee of focus area subject experts will meet to vet grant opportunities which will be presented monthly to the Management Team.
- Internal grant application teams will be formed based on the grant identified.
- The Purchasing and Financial Reporting Manager will lead the coordination of the committee as well as grant maintenance/deliverables after the grant has been awarded.

External Partner

- TFG has been in the grant space for over 40-years and has worked with the Town on several grant applications in the last year.
- Initial contract (\$1,000 per month) will provide the following services:
 - Monthly Grant Update Meeting
 - Grant Alerts and Weekly Grant Updates
 - Access to their proprietary Grant Funding Hub – Grant opportunity database
 - Grants Showcase – Previous grant application database
 - Grants counseling

Discussion

and Motion to Approve Budget Amendment 2025-10



AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section 1: To amend the General Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-00-4120-440	Contract Services		\$9,000.00

Budgeted expenditures will fund a contract with a grants consultant.

Section 2: To amend the General Fund, the estimated revenues are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-00-3990-980	Fund Balance Appropriated		\$9,000.00

Fund Balance will be used to fund a contract with a grants consultant.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 24th day of September, 2024

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk



AGENDA MEMO

To: Davidson Board of Commissioners

From: Austin Nantz, Assistant Town Manager

Date: September 24, 2024

Re: 2024-2025 Strategic Plan Update

ITEM SUMMARY/OVERVIEW

The Board of Commissioners and Town staff met in February to develop the 2024-2025 Strategic Plan and the draft plan was approved at the March 26, 2024, meeting. The Strategic Plan includes seven strategic goal areas and corresponding priorities. The discussion will include highlights of work that has been completed or is underway.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Historic Preservation - Preserve the historic character of our Town, including its people, places, & stories. Honor the history of our residents through their lived experiences.

Connecting People and Places - Expand, improve, and diversify the Town's transportation network to provide residents and visitors with safe, convenient, accessible, reliable, and efficient multi-modal travel choices to connect people across the community.

Affordable Living, Equity & Inclusion - Work together to foster a culture of equity, belonging, inclusion, and advance the Town's Affordable Housing program. Provide, create, and support opportunities for all. Treat everyone with respect, dignity, and recognize every voice.

Sustainability and Natural Assets - Preserve Davidson's natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based challenges.

Economic Development - Attract diverse commercial development contributing to Davidson's unique economy and support new initiatives to create local jobs and add to the vibrancy of the community.

Operational Excellence - Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, responsible stewardship of Town resources and a professional and committed workforce.

Core Values

Citizens are the heart of Davidson, so Town government will treat all people fairly, with courtesy and respect.

Open communication is essential to an engaged citizenry, so Town government will seek and provide accurate, timely information and promote public discussion of important issues.

Davidson's economic health is essential to its remaining a sustainable community, so Town government will judiciously encourage and guide the location of new business opportunities.

Davidson must be a safe place to live, work, and raise a family, so the Town will work in partnership with the community to prevent crime and protect lives, property, and the public realm.

Davidson's historic mix of people in all income levels and ages is fundamental to our community, so Town government will encourage opportunities, services, and infrastructure that allow people of all means to live and work here.

Citizens entrust Town government with the stewardship of public funds, so government will provide high quality services at a reasonable cost.

NEXT STEPS

Staff will continue working toward the implementation of established strategic priorities within the plan.

SEPTEMBER 24, 2024

TOWN OF DAVIDSON
2024-2025 STRATEGIC PLAN UPDATES

AUSTIN NANTZ
ASSISTANT TOWN MANAGER

2024-2025 Town of Davidson Strategic Plan





Healthy, Livable,
and Vibrant
Community

Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

PRIORITY STRATEGIES:

1. Create a healthy environment for the physical and mental well-being of all residents.
 - Co-responder became a Town employee in August 2024.
 - Completed Parks and Recreation 10-year Master Plan update.
2. Encourage a well-planned built environment through exceptional design standards and practices.
 - Working to clarify open space standards in the Davidson Planning Ordinance (DPO) to ensure public access.
 - Ensure DPO compliance through exceptional project management and regular meetings/communication with developers/builders.
3. Collaborate with community partners to leverage assets and support goals.
 - Participated with other Mecklenburg County Towns, City of Charlotte, and Mecklenburg County in drafting proposed legislation that if passed by the North Carolina General Assembly would authorize a countywide referendum placing the decision of authorizing a 1-cent tax increase into voters' hands in November 2025.
 - Affordable Housing coordination with North Mecklenburg Towns, Mecklenburg County, and Lake Norman Community Development Corporation.
 - Discussions with Huntersville regarding collaboration with Town Arborist.
 - Continued participation in the County Opioid Settlement Group for North Mecklenburg.



Healthy, Livable,
and Vibrant
Community

PRIORITY STRATEGIES:

4. Provide a safe and secure community utilizing best practices and standards.
 - Launched enhanced code-enforcement efforts through a contract with Centralina.
 - Launched Police Community satisfaction survey which supports Department of Justice (DOJ) Requirement and assists Davidson Police Department (DPD) with setting priorities.
 - Continued work to re-write existing and develop new Fire Department policies and procedures.
 - Increased the capacity of DPD patrol force by converting a vacant police officer position to a patrol Lieutenant to oversee all patrol shifts.
 - Renewed focus on recruitment and retention through compensation and policies; group convened, pay study begins fall 2024.
 - Hosting Public Safety centered events: National Night Out, Pancake Breakfast, Touch a Truck in the spring.
5. Pro-actively engage residents to contribute in positive and meaningful ways for the greater community good.
 - Commissioner Chats- getting back to a regular cadence. Most recent meeting September 17, 2024, at Davidson Pointe Club House and another in the works for early 2025.
 - Established the Sustainability Advisory Board with new term beginning January 1, 2025.
 - Established Davidson Teen Council opportunities (as part of the Lake Norman Teen Council).
 - Utilize events as a vehicle to engage community. Staff attended Juneteenth at Ada Jenkins, College Activities Fair, July 4th Patriotic Stroll.



Historic Preservation

Preserve the historic character of our Town, including its people, places, & stories. Honor the history of our residents through their lived experiences.

PRIORITY STRATEGIES:

1. Prioritize and implement recommendations from the historic preservation plan.
 - Engaging landmark commission to fill gap with potential homeowners on designation.
 - Proceeding with plans for adaptive reuse of Sloan House.
2. Continue to expand the local historic district.
 - Complete Historic District (HD) Design Standards update prior to HD expansion.
 - Identify areas for consideration.
 - Coordinate effort with National Register HD Changes.
3. Support and encourage storytelling initiatives to capture the lived experiences of residents.
 - Continued work with Storytelling Committee to finalize language and place signs in Lakeside neighborhood.
 - Exploring the potential for a Brady's Alley mural.
4. Explore legislative options to secure demo deny authority.
 - Included this item in the Advocacy Agenda approved by the Board at the August 26, 2024, meeting.
5. Educate property owners on the use of historic tax credits and design standards.
6. Revise historic district standards.
 - Anticipated completion Fall 2024.
7. Evaluate strategies to expand the National Register Historic District and achieve the combined goals of preventing demolition of historic structures, retaining naturally occurring affordable housing, and encouraging compatible new development.



Connecting People and Places

Expand, improve, and diversify the Town's transportation network to provide residents and visitors with safe, convenient, accessible, reliable, and efficient multi-modal travel choices to connect people across the community.

PRIORITY STRATEGIES:

1. Prioritize and implement mobility plan recommendations for policies, programs, and projects.
 - Changed Mobility Committee meeting schedule to twice a year; late fall to review progress and late winter to determine priorities for budget.
 - Established top Mobility Plan priorities and estimated completion dates
2. Continue to implement priorities from the Vision Zero Action Plan.
 - Benchmarked efforts and continued working with other communities by attending annual Vision Zero Conference, and joining monthly regional Vision Zero meetings with neighboring communities.
3. Work with Charlotte Area Transit System (CATS) to improve local and regional transit services and accelerate construction of transit stop amenities.
 - Formalized project management structure for working with CATS.
 - Meeting monthly to review progress on bus stop improvements for the Ada Jenkins Center, Oakhill Apartments, Davidson College Fine Arts building, and Davidson-Gateway Drive at MSC. Improvements are in the "real estate" phase with CATS, meaning they are surveying and determining if property acquisition is required.
 - Participated in development of draft redline legislation.
 - Held Micro transit public meeting here at Town Hall and Community Center.
4. Review and determine if updates are appropriate for Traffic Impact Analysis (TIA) standards.
 - In progress.



Connecting People
and Places

PRIORITY STRATEGIES:

5. Address existing sidewalk gaps in a contextually sensitive manner.
 - Identified three sub-standard sections for sidewalk projects and estimated completion dates: Concord Road between Pine Road and Pat Stough Lane, South Main Street between Twin Oaks Lane and the car wash site and Beaty Street near Griffith Street. Concord Road design will be completed in 2024 and then construction can begin.
6. Prioritize and implement projects from the Capital Improvement Plan (CIP) and pursue grant opportunities for funding.
 - Staff developed the 5-year Capital Improvement Plan (CIP) in alignment with the 2024-25 Strategic Plan. This plan was approved by the Board as part of the FY2025 budget.
 - Established internal Town Grants Committee, work with a grants vendor to assist with securing grants in one of four identified priority areas (Affordable Housing, Public Safety, Ag Corridor/Food Systems, and Sustainability).
7. Focus on connecting Iredell, East, and extraterritorial jurisdiction (ETJ) neighborhoods to Town, consistent with the Rural Area Plan.
 - Planning underway on Summers Walk to River Run greenway and Fisher Farm to Narrow Passage greenway, Seam trail study underway for connection north to Iredell and Davidson Pointe.
8. Review the maintenance program for greenways. Identify and implement safety improvements.



Affordable Living,
Equity and
Inclusion

Work together to foster a culture of equity, belonging, inclusion, and advance the Town's Affordable Housing program. Provide, create, and support opportunities for all. Treat everyone with respect, dignity, and recognize every voice.

PRIORITY STRATEGIES:

1. Continue to advance the priorities identified in the Affordable Housing Needs Assessment Implementation Strategy.
 - Updates to Chapter 5, Affordable Housing, of the Davidson Planning Ordinance with evidence-based changes that encourage and require affordable housing. Initial thoughts presented to the Board on September 27.
 - Engagement with the UNC School of Government Development Finance Initiative (DFI). Presentation at the October 8, 2024 Board meeting.
2. Pursue ways to expand equity and inclusion in Town operations and programming.
 - Defined what equity means with each department.
 - Created an equity definition for the Town's reference.
 - Continue equity training program for employees; training sessions scheduled for September 26 and 27.
 - Established an internal equity action team.
3. Engage the community in a process to explore and define what restorative justice means.
 - Initial discussions and planning underway. More to come in early 2025.
4. Research workforce housing options and opportunities.
 - Currently exploring the legality of a preference policy for housing opportunities for Town-employees.



Sustainability and Natural Assets

Preserve Davidson's natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based challenges.

PRIORITY STRATEGIES:

1. Develop a specific approach to land preservation with partners and support Mecklenburg County's efforts on farmland preservation.
2. Begin implementation of priorities established by the Climate Action Plan (CAP).
 - Leave the Leaves Campaign set for this fall.
 - Tree Ordinance Updates approved in August.
3. Research available grant opportunities to fund implementation of Climate Action Plan (CAP) initiatives.
 - Activated internal grants team, established priorities (including sustainability) and engaged The Ferguson Group (TFG) to assist with this process.
4. Finalize and implement the Urban Community Forestry Plan (Tree Canopy Master Plan).
 - Completed plan, implementation on-going.
5. Identify and pursue ways to model desired behavior supportive of improving sustainability and environmental awareness.
6. Strive to improve energy efficiency in Town-owned buildings.
 - Subscription to building performance-tracking platform for all municipal buildings.
7. Improve energy efficiency in Town-owned affordable housing through the promotion of programs and ensure that sustainability is incorporated in affordable housing development.



Economic Development

Attract diverse commercial development contributing to Davidson's unique economy and support new initiatives to create local jobs and add to the vibrancy of the community.

PRIORITY STRATEGIES:

1. Continued implementation of Downtown Small Area Plan priorities.
 - Present updates to Board of Commissioners on October 22, 2024.
2. Focus economic development efforts consistent with the Rural Area Plan along Hwy 73/East Davidson, Downtown, South Main, and Circles @ 30.
 - Report progress (meetings and other developments) to Board of Commissioners.
3. Expand outdoor events and programs that support local businesses.
 - Add on to existing events and ensure adequate resources are available.
 - Farmer's Market Saturday Morning Concert added.
 - First ever Ramble On Music Fest on Saturday, September 21, 2024.
 - Events on 31 out of the 52 weekends in calendar 2024.
4. Continued partnership and support for Minority Women Small Business Enterprises (MWSBE) with the Hurt Hub and Amplify Davidson.
 - Report presented at the September 10, 2024, Board meeting.
5. Update Economic Development Strategic Plan for the next 5 years.
 - Next plan to be developed in 2025.



Economic
Development

PRIORITY STRATEGIES:

6. Seek collaborative solutions to support local farming and food systems.
 - Pursue and support efforts to establish an Ag Corridor.
 - Research food systems opportunities and ways to connect and support. Met with Kenya Joseph. Hosted Hearts and Hands pick-up here at THCC on September 13.
 - In discussion about the possibility of hosting a Food Systems event at Davidson Town Hall and Community Center.
7. Support downtown business community by exploring data-driven parking solutions.
 - Contracted with Park Nav and launched Park Davidson app.



Operational Excellence

Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, responsible stewardship of Town resources and a professional and committed workforce

PRIORITY STRATEGIES:

1. Apply a Strategic Plan lens to all Town operations through policies and practices.
 - Police working group formed and holding regular meetings.
 - Create and implement safety program to reduce w/c claims and create safe work environment for employees. Consultant on-board. Visits recently completed during September.
2. Create and maintain user-friendly “metrics dashboard” that monitors and displays Comprehensive Plan key metrics.
 - Developing additional metrics in conjunction with/parallel to the work that Planning has done around Comprehensive Plan metrics.
3. Develop a five-year staffing needs forecast.
4. Proactively maintain AAA/Aaa bond rating through sound financial management practices.
 - Completed annual update and review of LT financial plan with financial advisor First Tryon.
5. Review Town policies and work with Departments to ensure that departmental policies and guidelines are in line with Town wide policies.
 - Implementing Lexipol policy management system for the Town.
 - Implemented Purchasing Guidelines.
 - Identify policies that specifically relate to the strategic plan.
 - Working on developing a Town Policy for Artificial Intelligence (AI).
6. Evaluate technology tools that can improve efficiency, transparency, and accessibility.
 - Atlas One configuration and implementation kick-off scheduled for September 2024.



2024-2025 Strategic Plan Progress Updates

Austin Nantz
Assistant Town Manager
September 24, 2024

www.townofdavidson.org

2024-2025 Town of Davidson Strategic Plan



Progress Highlights



- Co-responder became a Town employee in August 2024.
- Completed Parks and Recreation 10-year Master Plan update.
- Participated with other Mecklenburg County Towns, City of Charlotte, and Mecklenburg County in drafting proposed legislation that if passed by the North Carolina General Assembly would authorize a countywide referendum placing the decision of authorizing a 1-cent tax increase into voters' hands in November 2025.
- Increased the capacity of DPD patrol force by converting a vacant police officer position to a patrol Lieutenant to oversee all patrol shifts.
- Commissioner Chats- getting back to a regular cadence. Most recent meeting September 17, 2024, at Davidson Pointe Club House and another in the works for early 2025.

Progress Highlights



- Proceeding with plans for adaptive reuse of Sloan House.
- Included “Explore legislative options to secure demo deny authority” in the Advocacy Agenda approved by the Board at the August 26, 2024, meeting.
- Revision of the historic district standards is anticipated to be completed this fall.
- Hope to have language for Lakeside Neighborhood signs and continue storytelling efforts.

Progress Highlights



- Identified three sub-standard sections for sidewalk projects and estimated completion dates: Concord Road between Pine Road and Pat Stough Lane, South Main Street between Twin Oaks Lane and the car wash site and Beaty Street near Griffith Street. Concord Road design will be completed in 2024 and then construction can begin.
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- Planning underway on Summers Walk to River Run greenway and Fisher Farm to Narrow Passage greenway, Seam trail study underway for connection north to Iredell and Davidson Pointe.

Progress Highlights



- Updates to Chapter 5, Affordable Housing, of the Davidson Planning Ordinance with evidence-based changes that encourage and require affordable housing. Initial thoughts presented to the Board on August 27.
- Engagement with the UNC School of Government Development Finance Initiative (DFI). Presentation at the October 8, 2024 Board meeting.
- Continue equity training program for employees; training sessions scheduled for September 26 and 27.
- Established an internal equity action team.
- Currently exploring the legality of a preference policy for housing opportunities for Town-employees.

Progress Highlights



- Leave the Leaves Campaign set for this fall; out on social media this week
- Tree Ordinance Updates approved in August.
- Activated internal grants team, established priorities (including sustainability) and engaged The Ferguson Group (TFG) to assist with this process.
- Urban Community Forestry Plan (Tree Canopy Master Plan) finalize, implementation is on-going.
- In striving to improve energy efficiency in Town-owned buildings, Town began a subscription with a building performance-tracking platform for all municipal buildings.

Progress Highlights



- Downtown Small Area Plan implementation continues. Update to the BOC at 10/22 meeting.
- Expand outdoor events and programs that support local businesses to include the Farmer's Market Saturday Morning Concert and the Ramble On Music Fest this past Saturday. There are Town events on scheduled on 31 out of the 52 weekends in calendar 2024.
- Continued partnership with Amplify Davidson as recently reported at 9/10 Board meeting.
- Working to seek collaborative solutions to support local farming and food systems including pursuing and supporting efforts to establish an Ag Corridor, researching food systems opportunities and ways to connect and support them.

Progress Highlights



- Hired a safety consultant and recently completed on-site visits.
- Continue to develop additional Strategic Plan specific metrics in conjunction with/parallel to the work that Planning has done around Comprehensive Plan metrics.
- Maintained AAA/Aaa bond rating through sound financial management practices and completed annual update and review of LT financial plan with financial advisor First Tryon.
- Implementing Lexipol policy management system for the Town.
- Developing an AI policy.
- Atlas One Notification System implementation planning underway.

DISCUSSION

