



**Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, November 26, 2024 at 6:00 PM**

I. CALL TO ORDER

II. ANNOUNCEMENTS

III. CHANGES / ADOPTION OF THE AGENDA

IV. 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.

V. 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 Draft October Meeting Minutes

Summary: Draft Meeting Minutes from October 8 and October 22 regular meetings.

b. Consider Approval of FY2025 Audit Contract and Engagement Letter

Summary: The Town is required to have an annual audit per state law. The current auditor is retiring. The Town issued a Request For Proposals (RFP) for audit services. Staff presented the recommendation to contract with RH CPA's, PLLC at the November 12, 2024 Board Meeting. RH CPA's will provide audit services starting with the 2025 fiscal year audit. The contract and engagement letter are attached.

c. Consider Approval of Resolution 2024-28 Agreement with and Funding from Mecklenburg County for Beaty Park Phase II and Budget Amendment 2025-14

Summary: Beaty Park was completed and opened on July 8, 2023. Back in 2020,

the Town of Davidson and Mecklenburg County met to discuss potential partnership opportunities. At that time, Mecklenburg County had already allocated all of their Capital Improvement Project Funding. Therefore, the park was designed to be done in two phases. The first phase of Beaty Park was funded by Town General Obligation Bonds, Town CIP funds, and a NC Parks and Recreation Trust Fund Grant. Recently, as part of their 2024-2028 Capital Improvement Plan, Mecklenburg County was able to set aside \$1,000,000 in funding to be allocated for additional improvements to the park. These improvements include a pond renovation, signage, improved maintenance access entrance to include ADA parking, a fishing pier, a pathway to the pier, a pedestrian crosswalk on Beaty Street, and the Beaty Street Multi-Use Path. This partnership is possible because the County recognizes that Beaty Park is located within a park gap area and a priority community in Meck Playbook and the County owns no property in close proximity to Beaty Park. In addition, Beaty Park is located along the proposed route of The Seam Trail, a 60-mile multi-jurisdictional multi-use trail that stretches from Statesville to the South Carolina state line. This item was discussed at the November 12 meeting.

d. Consider Approval of Grant Agreement Between Rebuilding Together of Greater Charlotte and the Town of Davidson for Administration of the Essential Home Improvement Program and Budget Amendment 2025-15

Summary: The Affordable Housing & Equity department is seeking to enter into a partnership with Rebuilding Together of Greater Charlotte as a new vendor to handle program administration and services under the Essential Home Improvement Program. Rebuilding Together of Greater Charlotte's (RTGC) mission is repairing homes, revitalizing communities, and rebuilding lives. They mobilize community volunteers and contractors to provide repairs that make homes safer and healthier for their neighbors in need. They actively partner with local organizations to connect communities that they serve with additional resources to help them meet their needs and help them create healthier, more vibrant neighborhoods. Rebuilding Together will be able to focus on grassroots work in identifying homes eligible for the program, managing intake, building relationships, informing and collaborating with the homeowner, and managing the home improvement project.

The Town's existing Essential Home Improvement program (formerly known as critical home repair) funded 10 homes through American Rescue Plan Act (ARPA) dollars. Seven (8) of these homes have been completed, and two (2) are almost completed. The Town Board initially approved \$50,000 in the FY2025 budget for the Essential Home Improvement program. As the average cost of a home improvement is \$48,026, additional funds for the program need to be identified if additional homes are to be supported through the end of this budget year. The Davidson Community Foundation (DCF) has agreed to support three additional essential home improvements as well, contributing up to \$20,000 (DCF will make payments directly to Rebuilding Together). The Affordable Housing and Equity Department has identified unassigned funds from the affordable housing fund balance that could be used to fund another three (3) additional homes through the

end of June 30, 2025. The Town Board will be asked to consider approval of this grant agreement and a corresponding budget amendment at the meeting tonight. The item was presented by Town staff and Beth Morrison of Rebuilding Together on October 22, 2024.

Changes since the October 22, 2024 presentation: The service contract was changed to a grant agreement format. This removes the construction liability from the Town and puts full ownership of the quality and liability of the work on Rebuilding Together's organization. The grant agreement was updated to include all required forms and monitoring required under the grant. Lastly, the Essential Home Improvement policy was amended to change the name of the program, and remove the program specific requirements associated with the last vendor. This allows any future vendor that meets the Town's strategic goals and vision to be in consideration as a vendor.

e. Consider Approval of Resolution 2024-29 Direct the Clerk to Investigate a Voluntary Contiguous Annexation Petition for Catawba Avenue

Summary: The Town of Davidson Board of Commissioners would like to assume control of the Portion of Catawba Avenue/State Road 2197 – +2.126 Acres/+92,623 Square Feet per attached Annexation Plat Map, from the NCDOT Secondary Road System. The Town of Davidson Board of Commissioners is of the opinion that the above described road should be added to the Town of Davidson road system per annexation so the road can be maintained by the Town for use by its residents. Resolution 2024-29 directs the Town Clerk to investigate the sufficiency of the above described petition.

f. Consider Approval of Resolution 2024-30 Direct the Clerk to Investigate a Voluntary Contiguous Annexation Petition for 19227 Shearer Road

Summary: The property owner is requesting a voluntary contiguous annexation of 19227 Shearer Road, Parcel #00724112. Resolution 2024-30 directs the Town Clerk to investigate the sufficiency of the above described petition.

VI. BUSINESS ITEMS

a. Discuss Design-Build Contract for the Historic Gymnasium Rehabilitation

Presenter: Douglas Wright, Project Manager

Summary: In January 2024, the Town engaged the design-build team of Balfour-Beaty and Creech & Associates to rehabilitate the historic gymnasium located at 251 South Street. In May 2024, the Board of Commissioners approved a floor plan designated as "Option 5", in which the existing balcony is removed and restrooms are added in an addition constructed on the rear of the building. With 60% design complete, the design-build team has indicated the cost estimate has increased. Staff will present options for board discussion and direction. To be eligible for an American Rescue Plan Act grant of \$2,000,000, the Town must be under contract by December 31, 2024. If a contract is executed, the construction completion date

is December 30, 2026.

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

VII. SUMMARIZE MEETING ACTION ITEMS

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

VIII. CLOSED SESSION

a. NCGS §143-318.11. (a) (3) – Consult with Attorney

Summary: The Board of Commissioners will hold a closed session per NCGS §143-318.11.(a) (3) – Consult with Attorney.

IX. ADJOURN



October 8, 2024

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

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, October 8, 2024 in the Town Hall and Community Center Board Room. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Autumn Rierson Michael, and Ted Stauffer. Commissioner Tracy Mattison Brandon was present via zoom. 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 Town of Davidson will celebrate the Community with a Pancake Breakfast on Saturday, October 12 from 9:00 a.m. to 11:00 a.m. The event will be held outside of Fire Station 1, located at 216 South Main Street. This family-friendly event is open to all members of the Davidson community, there is no cost to attend. The Town Board of Commissioners alongside Davidson's firefighters will be serving up pancakes hot off the griddle providing an opportunity for residents to come together, enjoy delicious pancakes, and connect with their community.

This weekend's Concert on the Green event is the annual Gospel Fest on the Town Green from 5:00 p.m. - 8:00 p.m. on Saturday, October 12.

The Town of Davidson's Charity Softball Game originally scheduled for September 29 has been rescheduled due to the recent inclement weather and will now take place on Sunday, Sunday, October 13 at McEver Fields, located at 626 South Street. Gates will open at 2:30 p.m., with Mayor Rusty Knox tossing the first pitch at 3:45 p.m. The game will begin immediately afterward.

The Town of Davidson is pleased to present "A Taste of Davidson" on Saturday, October 19 from 5:00 p.m. - 10:00 p.m. near Jetton Street at the Circles @ 30. This annual fall festival celebrates the flavors of Davidson and features food and beverages from our amazing local restaurants and live music. Admission to this annual event is free.

Community members are invited to attend a Public Input Session on Wednesday, October 23 to review the Haley Master Plan development proposal and offer feedback. The developer, PulteGroup, proposes a 99-unit development project on 47.46 acres in the Neighborhood Edge

Planning Area. The event will be hosted from 5:15 – 7:30 P.M. in the Auditorium at Davidson Town Hall & Community Center, 251 South St., Davidson, North Carolina. Identical overview presentations by Town of Davidson staff and the project team will occur at 5:15 p.m. and 6:30 p.m., with time allotted for questions and viewing the plans in an open house format after each event.

Halloweekend in Davidson is almost upon us! Join in the festivities beginning on Friday, October 25, with trick-or-treating down Main Street for the annual Halloween March. Line up begins at 5:00 p.m. in front of the Davidson Public Safety Building at 216 S. Main Street. The Jack-O-Lantern Walk will return this year at Roosevelt Wilson Park. It's free to enter, and community members are encouraged to stop by and view the jack-o-lanterns on display through Sunday, October 27. The smashed pumpkins will be composted, rather than taken to a landfill. All jack-o-lantern entries will be brought to the Fisher Farm Archery Range for the second annual Pumpkin Smash & Shoot event on Sunday, November 3 from 1:00 p.m. to 3:00 p.m. To have your seasonal pumpkins smashed and composted, either drop them off at Town Hall & Community Center from 9:00 a.m. – 4:00 p.m. Monday, October 28 through Friday, November 1, or bring them with you to the Pumpkin Smash & Shoot.

Mayor Knox read proclamations for **National Community Planning Month, Red Ribbon Week, Breast Cancer Awareness Month, and Indigenous Peoples' Day.**

Mayor Knox, the Board of Commissioners, and Town Manager provided an update on the Town of Davidson's Hurricane Helene Relief Effort. The Town follows official guidance from the Mecklenburg County Office of Emergency Management (CMOEM) and the State of North Carolina on how to respond to any specific request to send resources.

The Town of Davidson collected donations of items last week from Wednesday, October 2 – Friday, October 4 at the Davidson Public Safety Building. This effort would not have been possible without the support from Davidson residents, students from Davidson College (Bonners Scholars) and various Town staff members. Davidson Police, along with Cornelius Police loaded up three large trailers & delivered donated items to Newland in Avery County and Bakersville in Mitchell County. Special thanks to Davidson Police Captain Jay Stokes for spearheading the supply drive. We even had a man drive 800 miles from New York to Davidson to donate water and canned goods, motivated by his connection with a Davidson resident. Staff volunteered to be a resource for administrative assistance such as FEMA paperwork. Davidson Fire Chief Ryan Monteith, through the Charlotte Fire Department, was dispatched to assist with local rescue operations in Burnsville in Yancey County. Public Works Director Jesse Bouk and staff provided a strike team of employees and heavy equipment to clear mud and debris in Old Fort in McDowell County.

- **CHANGES/ADOPTION OF THE AGENDA**

No changes to the agenda.

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

- **PUBLIC HEARING**

Commissioner Stauffer made a motion to open the public hearing at 6:29 p.m. The motion passed unanimously (5-0).

The Board of Commissioners held a public hearing on **a resident's proposed text amendments to Chapter 4 of the Davidson Planning Ordinance (DPO)** specific to fencing on corner lots. Planning Director Jason Burdette presented the resident's proposed text amendments. Five people signed up to speak during the public hearing.

Commissioner Rierson-Michael made a motion to close the public hearing at 6:51 p.m. The motion passed unanimously (5-0).

- **BUSINESS ITEMS**

(a) Affordable Housing and Equity Director Alexander Cahill and Sarah Odio, from UNC's **Development Finance Initiative (DFI)**, presented to the Board what the organization does, what they have done in the past, and how their support will lead to the solicitation for a development partner. DFI will assist the Town with the drafting and signing of development agreements, the alignment and procurement of additional funding sources, and ultimately the construction of rental units on Town-owned land. The Board requested to table the item until the October 22 meeting to allow for public comment before taking action on the contract with DFI.

(b) Davidson Police Captain Phil Geiger discussed with the Board a **U.S. Department of Justice Grant to create a domestic violence investigator position** to enhance law enforcement and prosecution responses to domestic violence, dating violence, sexual assault, and stalking as part of a coordinated community response. The grant is for \$499,227 with no local match and the Town must formally accept the award. The grant fully funds the investigator position and initial startup costs for three years. At the conclusion of the grant period, the cost of the position would be paid for by the Town. The Board will consider approval of the U.S. Department of Justice Grant on the consent agenda at the October 22 meeting.

(c) Senior Planner Lindsay Laird presented to the Board **proposed Design Review Board Text Amendments**. Over the past few months, staff have researched best practices for Design Review Board (DRB) and Historic Preservation Commission (HPC) procedures in communities across the state. Based on that research and guidance from the Town Attorney, staff have determined that the DRB should no longer be quasi-judicial. This will require updates to the Davidson Planning Ordinance and DRB bylaws. Making these changes to DRB processes will help to differentiate the two overlapping boards and prepare both for the training/reset planned for January 2025. Staff will work to finalize proposed text amendments and DRB bylaws updates. Any proposed changes to the Davidson Planning Ordinance must follow the text amendment process outlined in Chapter 14. This will include a public hearing, a Planning Board recommendation, and Town Board approval at future dates to be determined.

(d) Parks & Recreation Director Leslie Willie reviewed the **FY2025 Non-Profit Grant Recommendations** as discussed previously at the September 24, 2024 board meeting. 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 align with the Town's Core Values and the Board of Commissioners' Strategic Plan

Commissioner Fay made a motion to approve Fiscal Year 2025 Non-Profit Grant Recommendations. The motion passed unanimously (5-0).

(e) Town Manager Justice reviewed with the Board **Resolution 2024-27 North Carolina statewide mutual aid and assistance agreement**. This agreement allows cities and towns to share resources and provide assistance to other communities during disasters. The system was developed after Hurricane Fran in 1996 to provide a uniform agreement for cities and counties to help each other during disasters. The system allows municipalities to access the state's response capabilities without the costs of purchasing, maintaining, and insuring resources. It also provides faster reimbursement from the Federal Emergency Management Agency (FEMA) in response to Hurricane Helene or other future disasters.

Commissioner Rierson Michael made a motion to approve Resolution 2024-27 North Carolina Statewide Mutual Aid and Assistance Agreement. The motion passed unanimously (5-0).

(f) The Board of Commissioners reviews and considers amendments to the Town Manager's Employment Agreement annually. The Board amended the agreement to include a salary increase of approximately 5% to the base salary effective October 1, 2024.

Commissioner Fay made a motion to approve the amended Town Manager's Employment Agreement effective October 1, 2024. The motion passed unanimously (5-0).

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **ADJOURN**

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

The meeting adjourned at 8:26 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



October 22, 2024

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

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, October 22, 2024 in the Town Hall and Community Center Board Room. Present were Mayor Rusty Knox, Commissioners Steve Justus, Tracy Mattison Brandon, Autumn Rierson Michael, and Ted Stauffer. Commissioner Fay was absent. Town Manager Jamie Justice and Town Clerk Betsy Shores were also present. Town Attorney Karen Wolter was present via zoom.

- **CALL TO ORDER**

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

- **ANNOUNCEMENTS**

The Town of Davidson Parks and Recreation Department announces the temporary closure of Roosevelt Wilson Park beginning Wednesday, October 23, for soil testing and the installation of a new picnic shelter and playground. As part of the Town's commitment to maintaining safe recreational spaces, Roosevelt Wilson Park will undergo soil testing to ensure there is no presence of harmful materials, including asbestos. This precautionary measure is critical to protect the health and safety of park visitors and residents. During the closure, visitors are encouraged to enjoy the areas not impacted by the testing and other nearby parks and facilities, including Beaty Park and the Ada Jenkins Playground. This project is funded by the Accessibility for Parks (AFP) Grant Program through North Carolina State Parks, which is dedicated to improving public parks' accessibility and inclusivity. Roosevelt Wilson Park was selected to receive this grant to enhance its accessibility for all visitors, especially those with disabilities.

This year's Hallo-weekend festivities begin this Friday, October 25, with trick-or-treating down Main Street for the annual Halloween March. Line up begins at 5:00 p.m. in front of the Davidson Public Safety Building at 216 S. Main Street. The Jack-O-Lantern Walk will return this year at Roosevelt Wilson Park. Community members are encouraged to bring their carved pumpkins to Roosevelt Wilson Park between 10:00 a.m. and 2:00 p.m. on Saturday, October 26 to have them included in the 2024 Jack-O-Lantern Walk. There is no cost to participate. Jack-o-lanterns will be on display from 6:00 p.m. Saturday, October 26, through 6:00 p.m. on Sunday, October 27. On Sunday, November 3, the second annual Pumpkin Smash & Shoot event will take place from 1:00 p.m. - 3:00 p.m. at the Fisher Farm Archery Range. All jack-o-lantern walk entries will be brought to the event to be smashed!

The second phase of DK-8's placemaking initiative will be installed this Sunday, October 27 from 8:00 a.m. to 12:30 p.m. The second phase includes the completion of enhanced crosswalks on the

school's drive aisles and the DK-8 tiger head logo painted on South Street. Traffic on South Street will be reduced to one lane during these times.

Participating Davidson businesses will host a Cookie Crawl on Saturday, November 2. Over 20 businesses will hand out freshly baked, pre-packaged cookies to passport holders. Participants will visit each business between 11:00 a.m. and 4:00 p.m. to collect their cookies.

The Town of Davidson invites community members to join us in commemorating Veterans Day on Monday, November 11 at 11:00 a.m. at 216 S. Main, in the horseshoe parking lot in front of the Davidson Public Safety Building. The program will feature a keynote address from Major General Scott A. Jackson of the United States Army. On Sunday, November 3, prior to Veterans' Day, residents and members of the community are invited to gather at 1:00 p.m. at Mimosa Cemetery on South Street, to place flags on veterans' graves.

All Town of Davidson offices, including the Town Hall and Community Center at 251 South Street and the Davidson Public Safety Building at 216 S. Main Street, will be closed on Monday, November 11 in observance of Veterans Day. Both public facilities will reopen Tuesday, November 12 for regular business hours from 8:00 a.m. – 5:00 p.m.

Mayor Knox recognized Co-Responder Koa Goode for receiving the **2024 Centralina Regional Council Region of Excellence Award in the Category of Improving of Quality of Life** for the Davidson Co-Responder Program and Sustainability Manager Kayla Kovach for receiving the **2024 American Planning Association – North Carolina Chapter Marvin Collins Award in the Category of Sustainability and Resilience - Small Community** for the Climate Action Plan.

Mayor Knox read proclamations for **World Polio Day** and **Veterans Day**.

- **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).

- **PUBLIC COMMENT**

The public comment period opened at 6:17 p.m. and closed at 6:29 p.m. Two people spoke during the public comment period.

Steve Sonnenberg spoke about Board action without public comment, the DFI contract, affordable housing on town owned land, the Town's support for Western NC Hurricane relief, and in opposition of the Rebuilding Together contract.

Donna Pollack spoke about Town Owned Land for Affordable Housing and low-income tax credits. Bill Fountain spoke about Charlotte-Mecklenburg Schools.

Eric Giangordano spoke about Armour Street Theatre and Affordable Housing.

- **PUBLIC HEARING**

Commissioner Rierson Michael made a motion to open the public hearing at 6:31 p.m. The motion passed unanimously (4-0).

The Board of Commissioners held a public hearing on the **Historic Landmark Designation of John Eli Brattain House 305 South Main Street**. Senior Planner Lindsay Laird and Tommy Warlick, Historic Preservation Specialist with the Charlotte-Mecklenburg Historic Landmarks Commission presented information on the Brattain House. Perched for more than 140 years at the corner of South Main and Walnut Streets, the John Eli Brattain House remains, according to town historian Mary D. Beaty, “one of the loveliest and best preserved Victorian houses in this entire region.” The circa 1883 Folk Victorian house – identified as a contributing structure within the Davidson Historic District listed on the National Register of Historic Places – is unique in Davidson due to its extensive Carpenter Gothic and Italianate influences, evidenced in such exuberant embellishments as its icicle-like bargeboard, three-dimensional pendills, decorative brackets, porches with turned spindles and ornate spandrels, and intricately incised window top and dormer designs. The house is the handiwork of its original resident: notable carpenter, woodworker, mechanic, entrepreneur, and civic leader John Eli Brattain. The architectural significance, high level of workmanship throughout, and remarkable integrity of the well-preserved Brattain House render it an excellent candidate for historic landmark designation. The Brattain House is recommended for both interior and exterior landmark designation. One person spoke during the public hearing.

Commissioner Justus made a motion to close the public hearing at 6:45 p.m. The motion passed unanimously (4-0).

- **CONSENT AGENDA**

Approval of September Meeting Minutes
Adoption of Ordinance 2024-08 Request Street Closure for Christmas in Davidson and
Ordinance 2024-09 Request Street Closure for the North Mecklenburg Holiday Parade
Approval of Budget Amendment 2025-12-ASC Cultural Block Grant for Zeb Harrison Praise
Band to Perform at Christmas in Davidson
Approval of Noise Ordinance Variance Request – Davidson Housing Coalition Block Party
on November 7, 2024
Approval of U.S. Department of Justice Grant for Police Domestic Violence Investigator
Position and Budget Amendment 2025-13

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

- **BUSINESS ITEMS**

(a) At the October 8, 2024, Town Board meeting, Sarah Odio and Sonjia Turner from **UNC's Development Finance Initiative** made a presentation on what the organization does, what they have done in the past, and how their support will lead to the solicitation for a development partner, the drafting and signing of development agreements, the alignment and procurement of additional funding sources, and ultimately the construction of rental units on Town-owned land. DFI described how they will build off the Affordable

Housing Needs Assessment Implementation Strategy to do a gap analysis of what we have and what we need, and provide data on an annual basis on the state of affordable housing inventory within the Town of Davidson. Affordable Housing and Equity Director Alexander Cahill provided an update on the service contract with DFI since the October 8 meeting.

Commissioner Justus made a motion to approve authorizing the Town Manager to enter into a Service Contract Between the Development Finance Initiative and the Town of Davidson in the amount of \$96,100 for Pre-Development Feasibility and Financial Incentive Services for the Development of Affordable Housing. The motion passed unanimously (4-0).

(b) Affordable Housing & Equity Director Alexander Cahill and **Rebuilding Together of Greater Charlotte** Executive Director Beth Morrison discussed with the Board the **proposed service contract for Administration of the Essential Home Improvement Program**. Rebuilding Together of Greater Charlotte's (RTGC) mission is repairing homes, revitalizing communities, and rebuilding lives. They mobilize community volunteers and contractors to provide repairs that make homes safer and healthier for their neighbors in need. They actively partner with local organizations to connect communities that they serve with additional resources to help them meet their needs and help them create healthier, more vibrant neighborhoods. Rebuilding Together will be able to focus on grassroots work in identifying homes eligible for the program, managing intake, building relationships, informing and collaborating with the homeowner, and managing the home improvement project. The Town's existing Essential Home Improvement program (formerly known as critical home repair) funded 10 homes through American Rescue Plan Act (ARPA) dollars. Seven (7) of these homes have been completed, two (2) are almost completed, and one (1) home will begin work with Rebuilding Together this month. The Town Board initially approved \$50,000 in the FY2025 budget for the Essential Home Improvement program. As the average cost of a home improvement is \$48,026, additional funds for the program need to be identified if additional homes are to be supported through the end of this budget year. The Davidson Community Foundation (DCF) has agreed to support three additional essential home improvements as well, contributing up to \$10,000 per home. DCF will make payments directly to Rebuilding Together. The Affordable Housing and Equity Department has identified unassigned funds from the affordable housing fund balance that could be used to fund another three (3) additional homes through the end of June 30, 2025. The Town Board will be asked to consider approval of this service contract and a corresponding budget amendment at the November 26, 2024, board meeting on the consent agenda.

(c) Economic Development Director Kim Fleming presented an update on the **Downtown Small Area Plan**. This is a targeted, solution-oriented plan, informed by public input, which draws inspiration from the Town's Vision, Mission, and Values and further refines the actionable ideas and policy initiatives from the 2024-25 Town of Davidson Strategic Plan and the 2020 Comprehensive Plan. Since the adoption of the plan by the Board of Commissioners in February 2023, the Town has implemented two Social Districts, the Park Davidson app, updates to wayfinding signs, and Downtown beautification. Staff will continue to implement items from the Downtown Small Area Plan.

(d) Following the public hearing held earlier in the meeting, the Board adopted **Ordinance 2024-10 Historic Landmark Designation of John Eli Brattain House 305 South Main Street** including the interior and exterior of the building, and the approximately 0.322 acre of land listed under Tax Parcel Number 00701884.

Commissioner Rierson Michael made a motion to adopt Ordinance 2024-10 designating as a historic landmark the property known as the "John Eli Brattain House," including the interior and exterior of the building, and the approximately 0.322 acre of land listed under Tax Parcel Number 00701884. 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 7:53 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor

The	Governing Board
of	Board of Commissioners
and	Primary Government Unit
	Town of Davidson
	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
	RH CPAs, PLLC
	Auditor Address
	629 Green Valley Road, Suite 201 Greensboro, NC 27408

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
	06/30/25	10/31/25

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Pieter Swart

Finance Director, Town of Davidson

pswart@townofdavidson.org

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Davidson
Audit Fee (financial and compliance if applicable)	\$ 20,660
Fee per Major Program (if not included above)	\$ 4,000
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 6,320
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 26,980

Discretely Presented Component Unit	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm* RH CPAs, PLLC	
Authorized Firm Representative (typed or printed)* Diana Hardy, CPA, CFE	Signature*
Date*	Email Address*

GOVERNMENTAL UNIT

Governmental Unit* Town of Davidson	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 26,980
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT



November 18, 2024

To the Honorable Mayor and Board of Commissioners
Town of Davidson
Davidson, North Carolina

We are pleased to confirm our understanding of the services we are to provide Town of Davidson for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of the Town of Davidson as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Davidson's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Davidson's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Total Pension Liability as a Percentage of Covered Payroll for the Law Enforcement Officers' Special Separation Allowance
- 3) Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance
- 4) Schedule of the Proportionate Share of the Net Pension Liability (Asset) for Local Government Employees' Retirement System
- 5) Schedule of Contributions to Local Government Employees' Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Davidson's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of Federal and State awards
- 2) Individual Fund Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Statistical Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the

disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

A presumed risk of material misstatement related to revenue recognition exists. We consider the risk to be the existence and cut-off of income for all revenue streams. There is also risk of management bias in developing estimates of allowance for doubtful accounts.

A presumed risk of management override of controls exists. We consider timing, resources, and control design to be the underlying drivers for this type of risk.

Expenses related to federal or state grants are assessed as higher risk due to the nature of timing and considerations for compliance requirements.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Davidson's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Davidson's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Town of Davidson's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes for the Town of Davidson in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of RH CPAs, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of RH CPAs, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit approximately during May 2025 and to issue our reports no later than October 31, 2025. Diana E. Hardy, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed **\$26,980 (plus \$4,000 for each additional Single Audit required)**. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our initial invoice of one-half of total fees will be rendered at the commencement of the audit. Our remaining invoices for these fees will be rendered each month as work progresses and are payable on presentation, up to 75% with a final bill produced after presentation to the Board of Commissioners. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$85-\$400 per hour.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by these addressees. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by use in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues, or anticipated profits, or disclosure or communication of confidential or proprietary information.

In the event we are required to respond to a court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates, as set forth above, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared, the terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

Reporting

We will issue a written report upon completion of our Single Audit. Our reports will be addressed to the governance of the Town of Davidson. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Davidson and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

RH CPAs, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Davidson.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



RESOLUTION 2024-28
DEVELOPMENT AND COOPERATION AGREEMENT FOR BEATY PARK

WHEREAS, the Town of Davidson (“Town”) and Mecklenburg County (“County”) met in December 2020 to discuss progress and potential partnership opportunities for a phased development of parcel 00328406, Beaty Park, a 19.4-acre town park in Davidson. The property was purchased by Town in 1985 for use as a future park;

WHEREAS, the Town allocated and secured \$2.828 million through General Obligation Bonds and a Parks and Recreation Trust Fund grant for the design and construction of Phase 1 of the park;

WHEREAS, the Town completed construction of Phase 1 of Beaty Park in July 2023. The park currently includes a large custom playground, walking trails, park shelters, a restroom, and a small community garden.

WHEREAS, the Town has a planned Phase 2 of development that will include renovations and enhancement to the existing pond, fishing areas, environmental education signage, additional access points, and access improvements to and through the park (the “Project”).

WHEREAS, the County recognizes that Beaty Park is located within a park gap area and a priority community in Meck Playbook and the County owns no property in close proximity to Beaty Park. In addition, Beaty Park is located along the proposed route of The Seam Trail, a 60-mile multi-jurisdictional multi-use trail that stretches from Statesville to the South Carolina state line;

WHEREAS, the Town and County seek to partner to develop Phase 2 of Beaty Park, which meets goals identified in both Town and County park and recreation master plans;

WHEREAS, the County has allocated and will commit \$1,000,000 as part of the FY 2024-2028 Capital Improvement Plan towards the Project (the “County Funds”);

WHEREAS, the Town will coordinate design drawings and any proposed scope adjustments with County;



WHEREAS, the Town will _____ oversee design, bidding, construction, operations, and maintenance of Beaty Park; and

WHEREAS, Construction of the Project is scheduled to be completed by the end of 2025.

NOW THEREFORE BE IT RESOLVED the Town of Davidson Board of Commissioners does approve the Town entering into a Development and Cooperation Agreement with the County for Beaty Park.

Adopted on the ____ of ____ 2024

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk

DEVELOPMENT AND COOPERATION AGREEMENT
FOR BEATY PARK
(832 Beaty Street, Davidson, NC)

THIS DEVELOPMENT AND COOPERATION AGREEMENT (this “Agreement”) is dated as of _____, 2024, and entered into by and between **MECKLENBURG COUNTY**, a political subdivision of the State of North Carolina (hereinafter “County”), and the **TOWN OF DAVIDSON**, a North Carolina municipal corporation (hereinafter “Town”).

BACKGROUND:

- A. Town and County met in December, 2020 to discuss progress and potential partnership opportunities for a phased development of 00328406 Beaty Park, a 19.4-acre town park in Davidson. The property was purchased by Town in 1985 for use as a future park.
- B. Town allocated and secured \$2.828 million through General Obligation Bonds and a Parks and Recreation Trust Fund grant for the design and construction of Phase 1 of the park.
- C. Town completed construction of Phase 1 of Beaty Park in July, 2023. The park currently includes a large custom playground, walking trails, park shelters, a restroom, and a small community garden.
- D. Town has a planned Phase 2 of development that will include renovations and enhancement to the existing pond, fishing areas, environmental education signage, additional access points, and access improvements to and through the park (the “Project”).
- E. County recognizes that Beaty Park is located within a park gap area and a priority community in Meck Playbook. County owns no property within close proximity to Beaty Park. In addition, Beaty Park is located along the proposed route of The Seam trail, a 60-mile multi-jurisdictional multi-use trail that stretches from Statesville to the South Carolina state line.
- F. Town and County seek to partner to develop Phase 2 of Beaty Park, which meets goals identified in both Town and County park and recreation master plans.
- G. County has allocated and will commit \$1,000,000 as part of the FY 2024-2028 Capital Improvement Plan towards the Project (the “County Funds”).
- H. Town will coordinate design drawings and any proposed scope adjustments with County.
- I. Town will oversee design, bidding, construction, operations, and maintenance of Beaty Park.
- J. Construction of the Project is scheduled to be completed by the end of 2025.

AGREEMENT:

Now, therefore, in consideration of the promises contained herein, the parties hereto, for themselves and their successors and assigns, agree as follows:

1. Design. Town alone shall (i) cause Consultant to design the next phase of the Park, (ii) communicate with and direct Consultant with respect to review of the design and construction documents for the Project (the “Plans”), and (iii) provide its approval (not to be unreasonably withheld, conditioned or delayed) of the Plans, and (iv) manage the delivery of the following items, to the extent required for the Project:

- a. Funds for payment of Consultant(s)
- b. Any applicable encroachment and/or agreements
- c. the Plans (i.e., the design and construction documents for the New Park)
- d. Any applicable permits

Town shall keep County advised as to Town’s actions pursuant to this Section 1.

2. Construction. Upon completion and approval of the Plans, Town shall advertise and solicit bids for the Project in accordance with applicable state and County laws, regulations, codes, ordinances, and internal policies. If the bids received suggest the Project can be constructed for less than or equal to the amount of the County Funds and the funds provided by Town (collectively, the “Project Funds”), then Town shall award the contract(s) necessary for constructing the Project to the lowest responsive and responsible bidder. Otherwise, Town shall work with Consultant (and consult with County) to revise the Plans and bring the Project within the parameters of the Project Funds. As soon as practicable thereafter, Town shall award the revised contract(s) to the lowest responsive and responsible bidder. Town shall keep County advised as to Town’s actions pursuant to this Section 2.
3. Contributions. County shall contribute the agreed upon County Funds toward the Project. Town shall provide the balance of the funds to complete the Project. The County shall provide the County Funds on or before 30 days after receipt of an approved invoice from the Town and after this Agreement is approved by the governing bodies of the Town and County as necessary.
4. Contracts and Cash Flow. The Town shall ensure that the contractor to whom the Project is awarded (the “Contractor”) shall provide Town (i) an itemized schedule of costs for the Project, and (ii) a schedule of values for the Project. Town shall approve any necessary change orders (and notify County thereof). Town will manage all construction contracts related to the Project. In the event the Project is completed for less cost than anticipated, each party shall receive reimbursement on a pro-rata basis based on the initial allocations of the Project Funds.
5. Operations and Maintenance. Following completion thereof, Town shall maintain and operate the Park.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

COUNTY:

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

By: _____
Name: Dena R. Diorio
Title: County Manager

Attest:

Clerk to the County Board

Approved as to Form:

County Real Estate Attorney

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

Mecklenburg County Director of Finance

TOWN:

TOWN OF DAVIDSON,
a North Carolina municipal corporation

By: _____
Name: _____
Title: Town Manager

Attest:

Clerk to the Town Board

Approved as to Form:

Town Attorney

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

Town of Davidson Director of Finance

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>
13-00-9910-503	C/O – Beaty Park		\$1,000,000.00

Budgeted expenditures will fund costs for improvements to Beaty Park funded by a grant from Mecklenburg County.

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>
13-00-3903-000	Grants		\$1,000,000.00

The Town received a grant from Mecklenburg County to fund improvements to Beaty Park.

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 26th day of November 2024

By: _____

Rusty Knox
Mayor

ATTEST:

Elizabeth K. Shores
Town Clerk



ENTERING INTO A SERVICE AGREEMENT WITH REBUILDING TOGETHER

Alexander D. Cahill
Affordable Housing & Equity Director
October 22, 2024

www.townofdavidson.org

HOW DID WE GET HERE

- **Ten (10)** homes will have been completed through the Essential Home Improvement Program by December of 2024 through the ARPA funding stream
- This contract would allow us to serve **three (3)** more homes between January and June of 2025
- This contract reduces the administrative costs associated with the program
- We listened to community experiences about finding a partner that is engaged in the community, performs quality work, and builds relationships with them
- The Davidson Community Foundation (DCF) will partner and contribute \$10,000 per home



Rebuilding Together®
Of Greater Charlotte

Organization Overview

BETH MORRISON / OCTOBER 22,
2024

Our Mission

**Repairing homes, revitalizing communities,
rebuilding lives.**

We mobilize community volunteers and contractors to provide repairs that make homes safer and healthier for our neighbors in need. We also actively partner with other local organizations to connect the communities we serve with additional resources to meet their needs and help them create healthier, more vibrant neighborhoods. Our vision is safe homes and communities for everyone.

Our Affiliate Network



Rebuilding Together is a network of more than 100 affiliates providing home repair services tailored to the needs of our

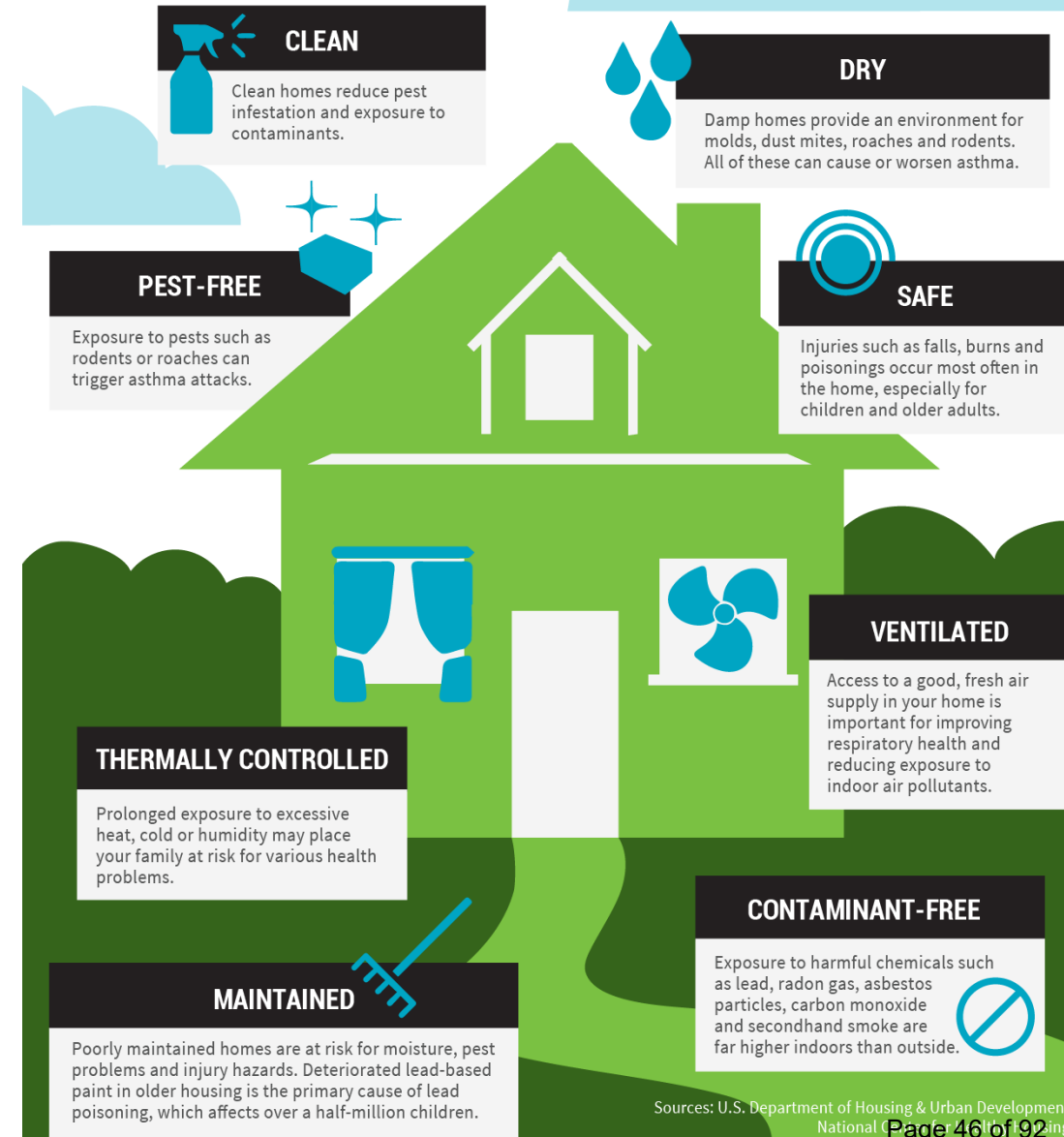
Our Story

- RTGC was established in 2010. In 2018, we hired our first full-time Executive Director and have since experienced significant growth.
- Our staff includes 12 full-time and 2 part-time team members.
- RTGC service area includes Mecklenburg, Union, Cabarrus, Iredell, and Gaston counties.

Safe and Healthy Housing

Safe and Healthy Housing is the foundation of Rebuilding Together's home repair work, targeting significant safety and health hazards based on the **Eight Principles of Healthy Homes**—keep it dry, clean, pest-free, safe, contaminant-free, well-ventilated, maintained and thermally controlled.

Our homes and our health are closely connected. Everyone deserves a safe and healthy home. A healthy home is:



Community Revitalization

- Our mission extends beyond repairing homes. As part of our Building a Healthy Neighborhood program, we want to support the neighborhoods we serve through community improvement and beautification projects.
- Examples of previous projects:
 - Revitalizing Tom Hunter Park in Hidden Valley in Charlotte
 - Painting a mural and improving public spaces at ClearWater Arts Center in Concord
 - Building picnic tables and landscaping at Ada Jenkins



General Eligibility Requirements

- You must own your home, live in it, and intend to remain in it for at least five years after receiving repairs from RTGC.
- The total gross combined income for all residents of your home must be less than 80% of the Area Median Income (some programs cut off at 50% AMI).
- You must be current on property taxes and mortgage payments or on a documented payment plan.
- You must have an active homeowner's insurance policy or must agree to obtain one as soon as repairs are completed.
- Other requirements may apply depending on the funding source utilized for the project.
- Higher prioritization given to households with disabled, elderly, or veteran members, families of five or more, children under six with lead hazards, incomes below 50% and 30% of AMI, or those in need of urgent repairs.

Construction Expertise

- RTGC is a licensed general contractor (license number L.101222).
- Repairs are delivered through a combination of RTGC skilled construction staff, supervised volunteers, and licensed and insured subcontractors.
- Our organization is a certified renovation firm for Lead-Safe work practices (certificate number RRP3697).
- Several of our construction staff hold additional certifications including Certified Aging In Place Specialists and Executive Certificate in Home Modifications.

The work of **Rebuilding Together** has been proven to improve...



Questions?



📍 9801 Southern Pine Blvd, Suite
E
Charlotte, NC 28273

Call: (980) 236-0979

Email:

info@rebuildingtogetheratl.org



**GRANT AGREEMENT TO SUPPORT THE TOWN OF DAVIDSON ESSENTIAL
HOME IMPROVEMENT PROGRAM WITH REBUILDING TOGETHER OF
GREATER CHARLOTTE**

This Grant Agreement (the “Agreement”) entered into on this _____ of _____, 20____ by and between TOWN OF DAVIDSON, a North Carolina municipal corporation (“Town”), and the following Grantee, REBUILDING TOGETHER OF GREATER CHARLOTTE, INC, a North Carolina non-profit corporation (“Grantee”).

WHEREAS, Town is authorized, pursuant to N.C.G.S. Chapter 157, to establish, support and appropriate funds for programs that preserve and provide affordable housing opportunities for low and moderate income households; and

WHEREAS, the Town has established an Essential Home Improvement Program (the “Program”) that seeks to preserve, protect and maintain existing affordable housing in the Town. Under this program, qualified low to moderate income households may obtain forgivable loans from the Town for the purpose of paying for Essential home repairs/improvements that are intended to render existing homes safe and sustainable to the low and moderate income homeowner.

WHEREAS, Town is authorized, pursuant to GS Chapter 157 and GS §160A- 20.1 to contract with and appropriate money to Grantee in order to carry out the Program; and

WHEREAS, Grantee successfully operates a critical home repair program for low to moderate income households throughout the greater Charlotte region and seeks to work with the Town to extend its program into Davidson; and

WHEREAS, the Town seeks to work with Grantee to implement the Program; and

NOW THEREFORE, in consideration of the foregoing recitals, of mutual promises of the Parties and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Grantee agree as follows:

1. Grant Award. The Town hereby grants to Grantee a Grant for fiscal year 2025 in the amount of **up to \$150,000**.
2. Use of Grant Awards. Grant Awards are to be used by Grantee solely for the purposes of implementing the Program as more specifically set forth in the **Program Services** attached hereto as **Exhibit A** which is incorporated herein by reference.
3. Funding Period. The funding period for the Grant Award begins on January 1, 2025 and terminates on June 30, 2025 (the “Funding Period”).
4. Payment of Grant Award. The Town will distribute the Grant Funds to Grantee in the form of expenses incurred throughout implementation of the Program. During each construction phase of the Program requiring Grant Funds, Grantee will send the Town a

request to draw Grant Funds within 30 days of receipt of an application for payment submitted by its contractor. (“Draw Request”). The Draw Request will include a detail of the invoices and other expenses included to be paid. The draw request will be submitted for work completed. The Town shall make payment 15 days after receipt of the Draw Request only if the application for payment has been authorized by the Town’s construction supervisor. In the event construction supervisor authorization is not received within 15 days of Town’s receipt of a Draw Request, Town shall delay payment until such payment has been authorized. Invoices shall be sent to the Town’s Director of Affordable Housing and Equity (acahill@townofdavidson.org) with a copy to the Town’s Finance Officer (pswart@townofdavidson.org). Grantee shall return Town Funds that remain un-obligated and unspent at the end of the Funding Period.

5. Town Not Responsible for Funding Shortfalls. The Town shall not be liable nor responsible for funding shortfalls nor Program deficits. The Town contribution to the Program shall not exceed \$150,000 unless the Town agrees otherwise in writing.
6. Accounting of Funds/Reporting. Grantee shall submit to the Town a full and accurate accounting summarizing all expenditures for the Program along with all funding sources on or before the 20th day of each month for the previous month (example: May 20th report will summarize through April 30) during the Funding Period. Additionally, Grantee shall submit a Final Report to the Town no later than 60 days after receiving a certificate of occupancy for the final Program project that summarizes all expenditures made and all funding sources contributed to the Program. The Final Report shall also include a summary of the outcomes and impacts of the Program upon Program beneficiaries and the Town of Davidson. Grantee shall retain and keep safe financial and other records that corroborate the information contained in the Final Report (invoices, receipts, pay vouchers, etc.) for a period of no less than three years. The Town shall have the authority to review these financial records from time to time. In addition, the Grantee shall submit the reporting form package, which includes: the monitoring compliance form along, as seen in **Exhibit B**, the social media waiver, as seen in **Exhibit C**, and the Deed of Trust, as seen in **Exhibit D**, the Homeowners Agreement, as seen in **Exhibit E**, and the Deed Restrictions, as seen in **Exhibit F**.
7. Warranties of Grantee. Grantee warrants that it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, Mecklenburg County, and the Town of Davidson in the performance of the Program Services as set forth in **Exhibit A**. Grantee warrants that any finished construction work completed as part of the Program shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, Mecklenburg County, and the Town of Davidson. Grantee warrants that all Program Services delivered as part of the Program will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, and budgets developed under the Program. Grantee further represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Program Services; (ii) it will

provide the Program Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Program Services; (iv) it shall provide the Program Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports shall be complete, accurate, and unambiguous.

8. Material Failure to Perform. The Town shall have no obligation to pay the Grant Award or any remaining portion thereof should Grantee fail to provide required financial reporting or should Grantee materially fail to comply with Exhibit A including but not limited to a material failure to meet budget projections and/or programming goals. In the event of such material failure, Grantee shall return the full amount of the Annual Grant Award already paid to Town.
9. Termination for Convenience. The Town shall have the right, for any reason or no reason, to terminate this Agreement by providing 30 days notice to Grantee. Upon termination, Grantee will receive a final distribution of Grant Funds in accordance with Paragraph 4 above for Program Services completed on or before the termination date. Additionally, Grantee shall return any unexpended Grant Funds to Grantor and shall provide a final report detailing the use of all Grant Funds up to the date of Termination.
10. Operation Deficits. The Town shall not be responsible for nor liable for deficits of Grantee.
11. Consideration of Future Funding. Upon annual application by Grantee and upon material compliance with a prior year's agreement, the Town shall consider future Grants.
12. Town Credit. Grantee agrees to include the following credit on its website and in all promotion, publicity and printed programs during the Funding Period:

Rebuilding Together is supported by the Town of Davidson

13. Indemnification. Grantee assumes sole responsibility and liability, and will defend, indemnify, and hold Town harmless from and against all liabilities, fines, suits, claims, demands, actions, injuries, damages, judgments, costs, expenses, penalties or losses of any kind or nature whatsoever (including without limitation for damage to real or personal property, and/or or injury or death to a person) (collectively, the "Liabilities") caused by, arising out of, or in any manner related to the construction, operation and management, associated with the Program, including from intentional or negligent acts by Grantee or its agents, employees, licensees, contractors, patrons, guests, invitees,

customers and other visitors, or the public; provided, however, that Grantee shall not be liable to Town for liabilities arising from or directly related to Town's gross negligence or willful misconduct. Grantee waives all claims against Town for liabilities arising from or related to the Program, except for claims arising from or directly related to Town's gross negligence or willful misconduct. Grantee's indemnity obligations pursuant to this Section shall survive the termination or expiration of this Agreement.

14. Insurance. Without limiting the foregoing, Grantee will at all times maintain (i) comprehensive general liability insurance (including premises-operations, contractual liability and completed operations coverage, if listed as separate coverage parts) with per occurrence limits and aggregate limits (including any excess or umbrella coverage) of not less than \$1,000,000 and \$3,000,000, respectively, (ii) such workers' compensation and other employers' liability insurance as may be required by the jurisdiction in which Grantee is doing business. All such insurance policies will name both Grantee and Town as "named insureds" so as to create the same liability on the part of insurer as though separate policies had been written for Grantee and Town.

Grantee will provide Town with copies of all insurance policies and renewals of insurance policies required under this Agreement. All policies will contain endorsements providing that they will not be cancelled, reduced in amount or coverage, or otherwise modified by the insurance carrier, without at least thirty (30) days' prior written notice to Town. Town will be entitled to participate in the settlement or adjustment of any losses covered by such policies.

Each of Grantee and Town (in such case, the "Injured Party") hereby waives any claim it might have against the other party to the extent that the Injured Party suffers loss or damage which is caused by the other party, but which is covered by the Injured Party's insurance policies required herein. Each of Grantee and Town will obtain from its insurance carrier a provision acknowledging this waiver and agreeing that such insurance carrier will not be subrogated to the rights of the Injured Party to the extent that these rights have been waived.

15. Notices: Whenever this Agreement requires either party to give notice to the other, such notice will be given in writing and delivered in person (including by commercial courier service), mailed via the United States Postal Service, by certified or registered mail, return receipt requested, or via confirmed email to the party at the address set forth below, or at such other address designated by like written notice:

Town of Davidson

P.O. Box 579

Davidson, North Carolina 28036

Attention: Director of Affordable Housing and Equity

Rebuilding Together of Greater Charlotte, Inc.

Attention: _____

16. Severability and Duration. If any provision of this Agreement is deemed or declared illegal, unenforceable or invalid, such provision will be read out of this Agreement, and will not affect the validity of any other provision or give rise to any cause of action of the parties against the other, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.
17. Waiver. Any waiver at any given time of any term or condition of this Agreement, or the failure to take action with respect to any breach of any such term or condition, will not be deemed to be a waiver of the term or condition with regard to any subsequent breach of the term or condition, or of any other term or condition of the Agreement.
18. Modifications. This Agreement may be modified, altered or amended only by written agreement executed by Town and Grantee.
19. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the state of North Carolina, without giving effect to the conflict of laws and rules thereof. The language in all parts of this Agreement will be, in all cases, construed according to its fair meaning and not strictly for or against Town or Grantee.
20. Waiver of Jury Trial. The Parties waive trial by jury in any action, proceeding or counterclaim brought by or against the other with respect to any matter arising out of or in connection with this Agreement.
21. Relationship. The parties agree that neither any provision of this Agreement nor any act of the parties shall be deemed to create any joint venture relationship or other partnership agreement between Grantee and Town.
22. Time of the Essence. Time is of the essence for each of the provisions of this Agreement.
23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one Agreement. Signatures may be exchanged by copy, or with original signatures to follow. Each party shall be bound by its own copied signature and shall accept the copied signature of the other party.

24. Performance of Government Function. Nothing contained in this Agreement shall be deemed or construed to estop, limit, or impair Town from exercising or performing any regulatory, legislative, governmental or other powers or functions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Rebuilding Together of Greater Charlotte, Inc.

Signature of Authorized Representative Date

Federal Identification #

Town of Davidson

Signature of Authorized Representative Date

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

Signature of Authorized Finance Officer Date



- I. Policy
- II. Purpose
- III. Provisions
- IV. Program Procedures
- V. Procurement
- VI. Non-Discrimination and Conflict of Interest
- VII. Authorization

ESSENTIAL HOME IMPROVEMENT PROGRAM

I. POLICY

To establish rules and guidelines for the Essential Home Improvement Program in the Town of Davidson (formerly known as the Critical Home Repair Program).

II. PURPOSE

One of the core focus areas in the Affordable Housing Needs Assessment Implementation Strategy is preserving existing affordable housing. The Essential Home Improvement Program aligns with the Affordable Housing Needs Assessment Implementation Strategy adopted in June 2023. The Essential Home Improvement Program supports low-income and aging homeowners by completing critical, major, and minor improvements and repairs through a forgivable loan. The Essential Improvement Program seeks to preserve, protect, and maintain existing affordable housing in the Town of Davidson. As of November 26, 2024, this policy replaces and supersedes any previous policies, or unwritten policies or practices covering the same subject.

III. PROVISIONS

Property and Household Eligibility:

Applicants must meet the following property and household requirements to be eligible for the Essential Program. Recipients of assistance will be chosen by the criteria listed below being free from discrimination based on race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, citizen or non-citizen, military or veteran status, religious belief or non-religious belief, or disability.

Property Eligibility

- The property must be located within the Town limits
- The property must be fixed on a permanent foundation located on property owned by the applicant
- The applicant must own the property
- The applicant must occupy the house as their primary residence

Household Eligibility

- The total household income cannot be more than 80% of the area median income as determined by Town staff
- The applicant cannot own any other residential property categorized as a vacation or secondary home

Eligible Home Improvements Covered:

- Security enhancements
- Unsafe structures (roofing, flooring, etc.)
- Minor home repairs
- Painting and siding repair or replacement
- Weatherization and window replacement
- Proactive maintenance (HVAC servicing)
- Lead or radon remediation
- Mobility and accessibility improvements (ADA ramp)
- Sustainable and energy efficient improvements (Solar when funding available, EnergyStar appliances)
- Appliance repair, replacement, or purchase
- Landscaping
- Other improvements not listed but as determined to be essential improvements by Town staff

Program Requirements:

Commitment to Affordability: The Town of Davidson invests in these home improvements to preserve the affordable housing stock. To protect this investment, households are required to comply with restrictions on the use and sale of the property for a Period of Affordability for up to five years after the repair work is complete for any project totaling \$5,000 or more. During this time:

- The house must be used as the primary residence of the Homeowner and/or the Homeowner's successors and assigns and cannot be rented for a five-year period.
- The property may only be sold to a qualifying low-income person or family (the qualifying total household income must be below 80% of the area median income).
- The homeowner will sign appropriate legal documentation recognizing the affordable housing restrictions before repairs begin.

Funding: Various funding sources will be utilized. Program guidelines may be more restrictive depending upon funding source. Sustainability improvements may have additional requirements attached to funding sources.

IV. PROGRAM PROCEDURES

Town affordable housing staff will work with vendors to implement the following program procedures:

Essential Home Improvement Program Process

1. **Application Inquiry:** Potential applicants are invited to fill out an application online or request an in-person appointment with Town staff and the Town partner.
2. **Application Review:** Through a public document search, initial eligibility will be determined based on ownership verification, length of ownership, and property tax status. Applicants that meet the initial eligibility requirements will be asked to submit income and any other relevant documentation. Applicants that meet the initial property requirements are asked to submit income and any other relevant documentation requested. Upon document submission, the application is reviewed to determine income eligibility.
3. **Partnership Conversation:** Staff will meet with the Applicant to discuss the details and willingness to partner by reviewing expectations and period of affordability requirements. The applicant will sign a Program Acknowledgment form that verifies they understand the participation details of the program and wish to continue with their application.
4. **Underwriting Pre-Approval:** Once income and property qualifications are confirmed, the application is passed to Town staff to verify property and income eligibility. Town staff pre-approves the application for the Essential, Sustainable, and Proactive Home Improvement Program.
5. **Assessment and Construction Approval:** The vendor will assess the property to determine if critical repairs are needed and the feasibility for inclusion in the Essential, Sustainable, and Proactive Home Improvement Program. All parts of the home must be made accessible for inspection, including the attic and crawlspace. Partner Families are encouraged to assist by providing information on problems that exist and need repair. A licensed electrician, plumbing, and HVAC contractor will be present to determine an in-depth scope of the critical needs for those trades. The Vendor/partner will review the assessment findings and leave a tentative list of repairs with the homeowner.
6. **Lead/Asbestos Testing:** All houses may be tested for asbestos. If the house was built before 1978, a lead-based paint inspection and risk assessment will be completed by a certified Lead Paint Inspector and Risk Assessor to determine if lead-based paint hazards are present. Based on the Assessment and Lead/Asbestos testing, the staff will

approve the applicant for the Essential, Sustainable, and Proactive Home Improvement Program. Applicants will be disqualified only if there is no need for critical repairs, or it is not feasible to complete necessary repairs. Preliminary Job Scope: The vendor/partner will compile a list of necessary critical repairs and an estimated budget for the repair work.

7. **Family Meeting:** The vendor and Town staff will meet with the Partner Family to review program requirements and provide them with the preliminary job scope. The Partner Family will sign the Family Participation Disclosure, consenting to partner with the Town or the Town's partner. The homeowner may sign additional documents as needed to submit with requests for grant funding. The Partner Family will complete an Information Sharing Agreement detailing their comfort level with each type of media to be shared publicly and with the vendor and the Town. Income documents may be collected now, and the homeowner and household income will be recalculated to verify the project eligibility for grant funding.
8. **Bid Walks:** The vendor will visit the home with potential subcontractors. Subcontractors for each trade are invited to attend the bid walk and submit a bid to perform the work. After the bid walk, contractors must return the bid within 5 days. Once the bids have been received, the lowest responsive and responsible bidder will be awarded the contract for the specific job.
9. **Final Job Scope:** The vendor will finalize the job scope and budget with updated costs once the bids have been awarded and send to the Town staff for signoff.
10. **Site Supervisor Walk Through:** The vendor staff will meet with the Partner Family at their home to review the finalized job scope and discuss the details of the repair project. The job scope will include a tentative schedule, including potential impacts on the Partner Family (how long the family can expect to be without a kitchen sink, bathroom, heat, electricity, water, etc., and if the homeowner will need to vacate the property for any period). The Partner Family will sign the finalized job scope, confirming that they understand the repair work that will be completed at their home. This will be sent to the Town for their records.
11. **Contract Meeting:** The staff will meet with the Partner Family to sign the contract for the repair work. At this time, they will give the Partner Family contact information for the staff that will manage the repairs to their home. The Partner Family will also sign either a Promissory Note or a Deed Restriction agreeing to comply with the period of affordability. The Partner Family may sign additional documents, as needed, to comply with grant funding requirements. These forms will be sent to Town Staff for their records.
12. **Construction:** The vendor will obtain any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Code Enforcement Officers will inspect new work for compliance with the State Building Code. The staff will closely monitor subcontractors during the construction period to make sure that the work is being done in a timely fashion

according to the job scope. The Partner Family is responsible for protecting their personal property by clearing personal items from areas where work will be performed.

13. Relocation: Dependent on the scope of work, the partner and staff may recommend occupants to temporarily relocate during the home repair.

14. Change Orders: No-cost change orders from the original scope will be documented and signed off on by the partner, the homeowner, and Town staff. Change orders resulting in a change to the cost of a line or item or overall project budget must be approved by Town staff.

15. Final Walk-Through: Once all work has been completed, the partner and town staff will walk the job to ensure that all items on the approved scope of work have been completed.

*Any of the above steps may be conducted by a “grantee” or sub-recipient, as long as there is a formal written agreement on record.

V. SCALABILITY

Requests for improvements may range from \$100 for a minor repair to \$80,000 for a full essential home improvement with critical home repairs. Requests will be prioritized based on funding available, and according to the Affordable Housing & Equity Department's internal procedures.

VI. PROCUREMENT

The Town and its vendors will follow applicable state and federal laws regarding procurement. Procurement policies around HUB-certified vendors will be prioritized.

VII. NON-DISCRIMINATION AND CONFLICT OF INTEREST

Equal Opportunity

It is the policy of the Town of Davidson to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the Town of Davidson or its partners.

Conflict of Interest

Any person who is an employee, agent, consultant, officer, elected official, or appointed official of the Town of Davidson and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may not obtain a financial interest or financial benefit from an assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to any assisted activity, or the proceeds from such activity, either for themselves or those whom they

have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister) grandparent, grandchild, and in laws of a covered person. The Town of Davidson should avoid conflict of interest and the appearance of a conflict of interest in administering the program.

Under special circumstances, exceptions may be made to this policy in writing by the department director or his/her designee.

VIII. AUTHORIZATION

Approved by the Board of Commissioners on November 26, 2024.

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>
52-40-4940-443	AH Funded Essential Home Repairs		\$150,000.00

Budgeted expenditures will fund the grant agreement with Rebuilding Together for the essential home improvement 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>
52-40-3990-980	Fund Balance Appropriated		\$150,000.00

The grant agreement with Rebuilding Together will be funded from Affordable Housing fund balance.

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 26th day of November, 2024

By: _____

Rusty Knox
Mayor

ATTEST:

Elizabeth K. Shores
Town Clerk



RESOLUTION 2024-29
DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER N.C.G.S. 160A-31
Annexation of Catawba Avenue

WHEREAS, the Town of Davidson Board of Commissioners would like to assume control of the Portion of Catawba Avenue/State Road 2197 – +2.126 Acres/+92,623 Square Feet per attached Annexation Plat Map, from the NCDOT Secondary Road System; and

WHEREAS, the Town of Davidson Board of Commissioners is of the opinion that the above described road should be added to the Town of Davidson road system per annexation so the road can be maintained by the Town for use by its residents; and

WHEREAS, the Board of Commissioners of the Town of Davidson deems it advisable to proceed in response to this request for annexation;

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

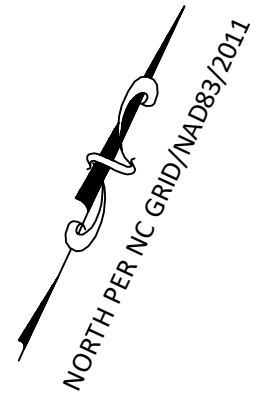
The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Board of Commissioners the result of her investigation.

Adopted on the ____ of ____ 2024

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk



CURVE	LENGTH	RADIUS	CHORD	CHORD BRG
C1	18.65°	256.45'	18.65°	N 78°20'58" W
C2	25.70°	735.00'	25.70°	S 73°13'33" W
C3	108.16°	735.00'	108.06°	S 68°00'34" W
C4	30.85°	734.80'	30.85°	S 61°56'27" W
C5	1.45°	682.75'	1.45°	N 61°05'04" E
C6	32.15°	794.80'	32.10°	N 62°00'40" E
C7	32.15°	795.00'	32.10°	N 62°02'28" E
C8	13.50°	795.00'	13.50°	N 66°16'16" E
C9	77.90°	795.00'	77.85°	N 69°54'42" E
C10	21.05°	795.00'	21.05°	N 73°15'53" E
C16	14.85°	130.00'	14.85°	S 02°04'31" W
C17	34.50°	20.00'	30.40°	S 05°37'27" E

18335 Old Statesville Rd.
Suite A
Cornelius, N.C. 28031
(704) 765-5134 Phone/Fax

CP CALCULATED POINT
 ○ PROPERTY CORNER FOUND (AS DESCRIBED)
 △ MAG-NAIL FOUND

SUBJECT BOUNDARY LINE (SURVEYED)

 SUBJECT BOUNDARY LINE (NOT SURVEYED)

 ADJOINER BOUNDARY LINE (SURVEYED)

 ADJOINER BOUNDARY LINE (NOT SURVEYED)

 ROAD R/W LINE

A circular professional seal for Brian K. Eversole, a North Carolina Land Surveyor. The seal features a double-lined circular border. Between the lines, the words "NORTH CAROLINA" are at the top, "PROFESSIONAL" is on the right, "LAND SURVEYOR" is at the bottom, and "BRIAN K. EVERSOLE" is on the left. In the center, the word "SEAL" is at the top, a five-pointed star is in the middle, and the license number "L-4674" is at the bottom.



RESOLUTION 2024-30
DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER N.C.G.S. 160A-31
Annexation of 19227 Shearer Road

WHEREAS, a petition requesting annexation of an area described in said petition was received on November 1, 2024 by the Board of Commissioners; and

WHEREAS, N.C.G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Board of Commissioners of the Town of Davidson deems it advisable to proceed in response to this request for annexation

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

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Board of Commissioners the result of her investigation.

Adopted on the ____ of ____ 2024

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

DATE: November 1, 2024

PETITION FOR VOLUNTARY CONTIGUOUS ANNEXATION

TO THE HONORABLE MAYOR AND TOWN BOARD OF COMMISSIONERS OF
THE TOWN OF DAVIDSON, NORTH CAROLINA:

1. We, the undersigned owners of real property believe that the area described in paragraph 2 below meets the requirements of G.S 160A-31 and respectfully request that the area described in paragraph 2 below be annexed to the Town of Davidson.
2. The area to be annexed is contiguous to the Town of Davidson, and the boundaries of such territory are as follows:

(A legally acceptable description of the property must be inserted here, after it has been approved by the Town Attorney.)

WHEREFORE, your petitioner(s) respectfully requests that the aforementioned property be annexed by the Town of Davidson, North Carolina.

IN WITNESS WHEREOF, your petitioner(s) has caused this instrument to be executed on the 14th day of November, 20 ~~24~~.

PETITIONER(S)

(This petition must be signed by the owners of each parcel proposed for annexation; attach additional sheets, if necessary)

<u>Name</u>	<u>Address</u>
<u>Davidson's Edge, LLC, a NC</u>	<u>P.O. Box 520</u>
<u>limited liability company, by</u>	<u>Cornelius, NC 28031</u>
<u>Gordon Cashion, Member</u>	<u></u>

(NOTE: If the property is owned by a corporation or entity other than a private individual, a responsible corporate officer must sign as petitioner with an attestation by a second corporate officer and the corporate seal affixed. In addition, the execution of the **petition must be notarized.**)

Accuracy of Legal Description Approved:

Town Attorney

Attached hereto is a Corporate Resolution authorizing the submission of this Petition by all Members of Davidson's Edge, LLC.
APPROVED 08-28-2018

STATE OF NORTH CAROLINA

VERIFICATION

COUNTY OF MECKLENBURG

D. Gordon Cashion, being first duly sworn, deposes and says the following: that he is a Member of Davidson's Edge, LLC, a North Carolina limited liability Company; that he has the authorization to sign the attached Annexation Petition on behalf of the Company; that he has read the attached Petition for Voluntary Contiguous Annexation and the accompanying attachments and the same are true of his own knowledge, or are based on items found in the public records of Mecklenburg County, North Carolina, which he believes to be true.

D. Gordon Cashion (SEAL)
D. Gordon Cashion

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Laura Snider Baker, a Notary Public for Mecklenburg County, North Carolina, do hereby certify David Gordon Cashion, as Member of Davidson's Edge, LLC, personally appeared before me this 14th day of November, 20 24, and acknowledged the due execution of the foregoing instrument.

Laura Snider Baker
Notary Public: Laura Snider Baker
My Commission Expires: 9/21/28

(SEAL)

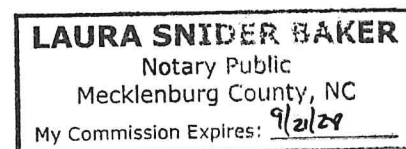


Exhibit "A"

TRACT ONE: 19217 (Lot No. 4) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 599.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 261.64 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 16-56-15 East 115.87 feet to a point; (2) South 18-07-39 East 54.18 feet to a railroad spike; thence South 73-55-39 West 265.41 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 east 170.00 feet to the point and place of BEGINNING and containing 1.027 acres, more or less, and being a portion of Howard L. Bostian property as described in Deed Book 1184, at Page 315, Mecklenburg County Registry, and being shown as Lot No. 4 on that certain survey prepared by Rufus J. Love, registered Surveyor, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

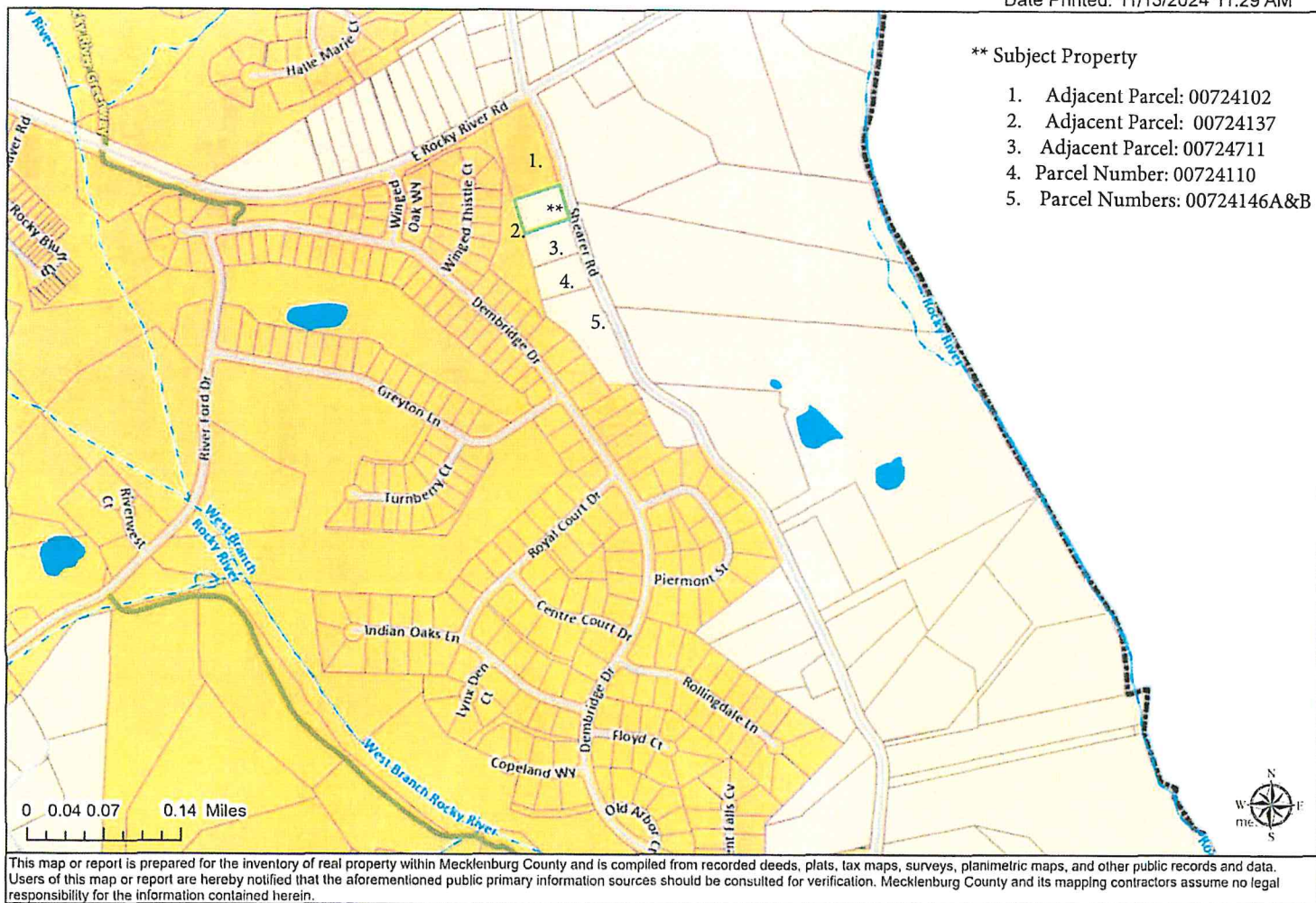
TRACT TWO: 19227 (Lot No. 5) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 429.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 259.96 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 15-42-02 East 23.60 feet; (2) South 16-26-15 East 53.48 feet to a nail and cap; (3) South 16-56-15 East 92.93 feet to a railroad spike; Thence South 73-55-39 West 261.64 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 West 170.00 feet to the point and place of BEGINNING and containing 1.017 acres, more or less, and being a portion of the Howard L. Bostian property as described in Deed Book 1184, at page 315, Mecklenburg County Registry, and being shown as Lot No. 5 on that certain survey prepared by Rufus J. Love, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

Title to the property hereinabove described is subject to the following exceptions:
This conveyance is made subject to all restrictions, easements and right of way of record, including those for utilities and public roadways.

Polaris Map – Mecklenburg County, North Carolina

Date Printed: 11/13/2024 11:29 AM





AGENDA MEMO

To: Davidson Board of Commissioners

From: Douglas Wright, Project Manager

Date: November 26, 2024

Re: Discuss Design-Build Contract for the Historic Gymnasium Rehabilitation

ITEM SUMMARY/OVERVIEW

In January 2024, the Town engaged the design-build team of Balfour-Beatty and Creech & Associates to rehabilitate the historic gymnasium located at 251 South Street. In May 2024, the Board of Commissioners approved a floor plan designated as "Option 5", in which the existing balcony is removed and restrooms are added in an addition constructed on the rear of the building. With 60% design complete, the design-build team has indicated the cost estimate has increased. Staff will present options for board discussion and direction. To be eligible for an American Rescue Plan Act grant of \$2,000,000, the Town must be under contract by December 31, 2024. If a contract is executed, the construction completion date is December 30, 2026.

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.

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.

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.

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 town board will be asked to approve the contract at the December 10, 2024, town board meeting.



251 South Street Historic Gymnasium Rehabilitation

Douglas Wright
Project Manager
November 26, 2024

www.townofdavidson.org

Project Timeline

- **April 23, 2024 Board Meeting** – tasked with reviewing additional options for the layout of the gym and/or addition.
- **May 14, 2024, Board Meeting** – presented alternate options, "Option 5" approved: Addition for restrooms only with balcony removed and occupancy/ plumbing count reduced. No impact to courts or front windows. Original cost estimate \$3,295,961

Original Site Plan – May 14, 2024

NO NEW GSF

- ① Existing Building
- ② Existing Tree to remain
- ③ Sunken Grass Plaza
- ④ Proposed Parking Lot
29 additional spaces

This option features parking in a new lot north of the building as well as two separate sections in an additional row between Town Hall and the Gymnasium.

The approaches to the front of the building are separated to provide direct access to the entrances at the corners and create a Civic Lawn with retaining walls on each side and stairs down into the plaza as users approach from Town Hall. A ramp down on the south side of the building follows contours to the rear of the building and provide access to the lower levels from the exterior.

Original Floor Plan

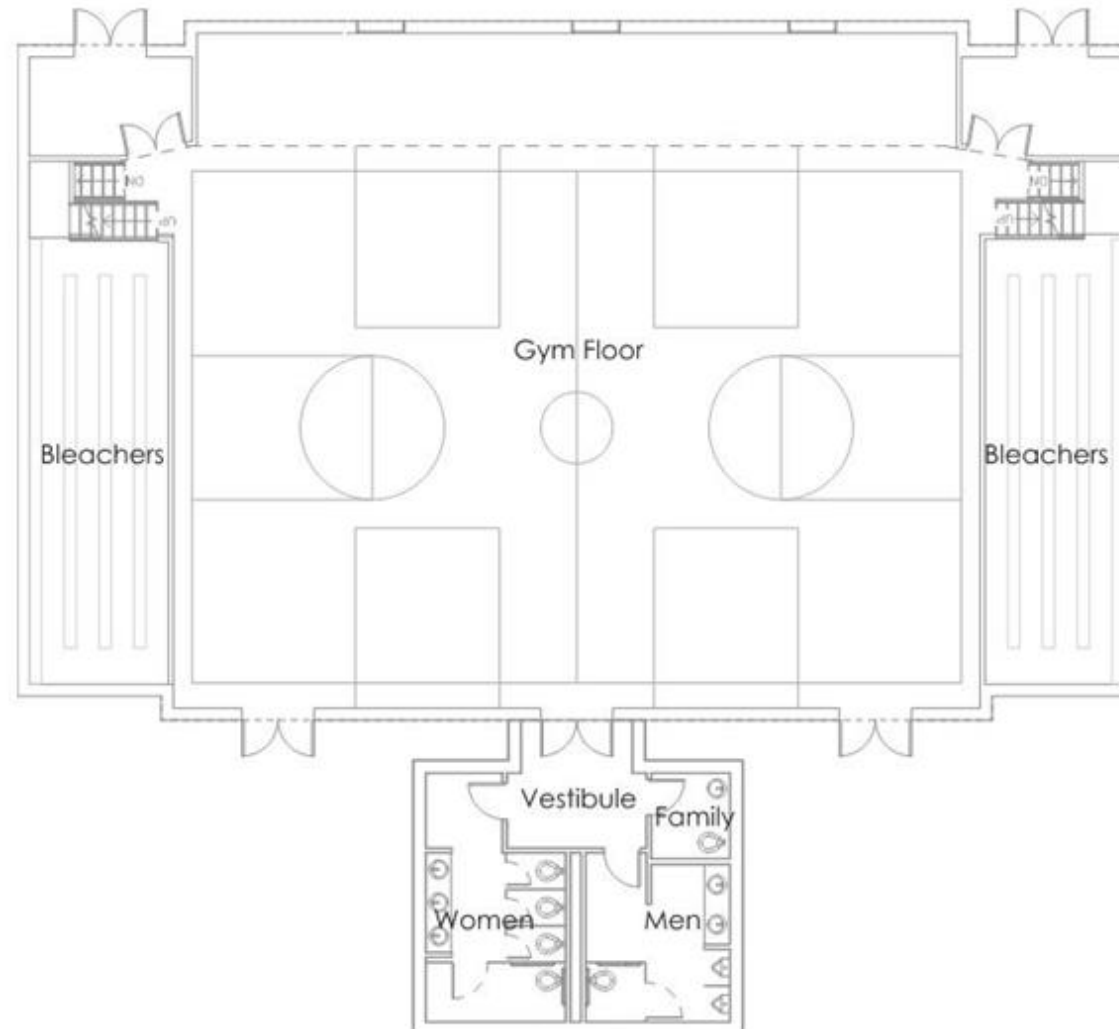
CODE ANALYSIS

Occupancy:

Gym Floor:	77
Vestibules:	3
Storage/Utility:	3
Side Bleachers:	168
Total	251

Plumbing Count:

3M (67%U), 4W, 1Ftn, 1Svc



- Does not impact size of existing court
- Does not impact front facade windows
- The addition is pulled away from the existing building to minimally impact windows at rear facade. The addition could be moved further east, toward the field, to allow for a stair and exterior entrance to the addition should direct access to the restrooms be desired based on future plans for the site

R.O.M. PRICING:
\$332,000 MORE THAN OPTION 1



Project Timeline

- **September 10, 2024, Board Meeting** – Board approved additional \$135,000 for lead-based paint remediation bringing the total approved project cost to \$3,430,961
- **October 2, 2024** – received Certificate of Appropriateness from Historic Landmark Committee for the Demolition and Abatement Scope of Work.
- **October 3, 2024** – approval to proceed received from the Town of Davidson.
- **October 22, 2024** – provided 60% Design Development pricing update to the Town which was \$2.1M over approved budget.

Original Project Scope and Budget

The original budget is not sufficient to achieve the project's goals and would result in a facility that is not occupiable. To align with the original budget, all of the following options would need to be implemented:

- Eliminate restrooms completely (not code compliant)
- Eliminate HVAC (not code compliant)
- Leave gym floor as existing (liability, code concern, does not allow for work at ceiling to take place)
- Leave existing windows (safety & water intrusion concerns)
- Leave existing roof (no insulation, unknown leaks, limited lifespan)

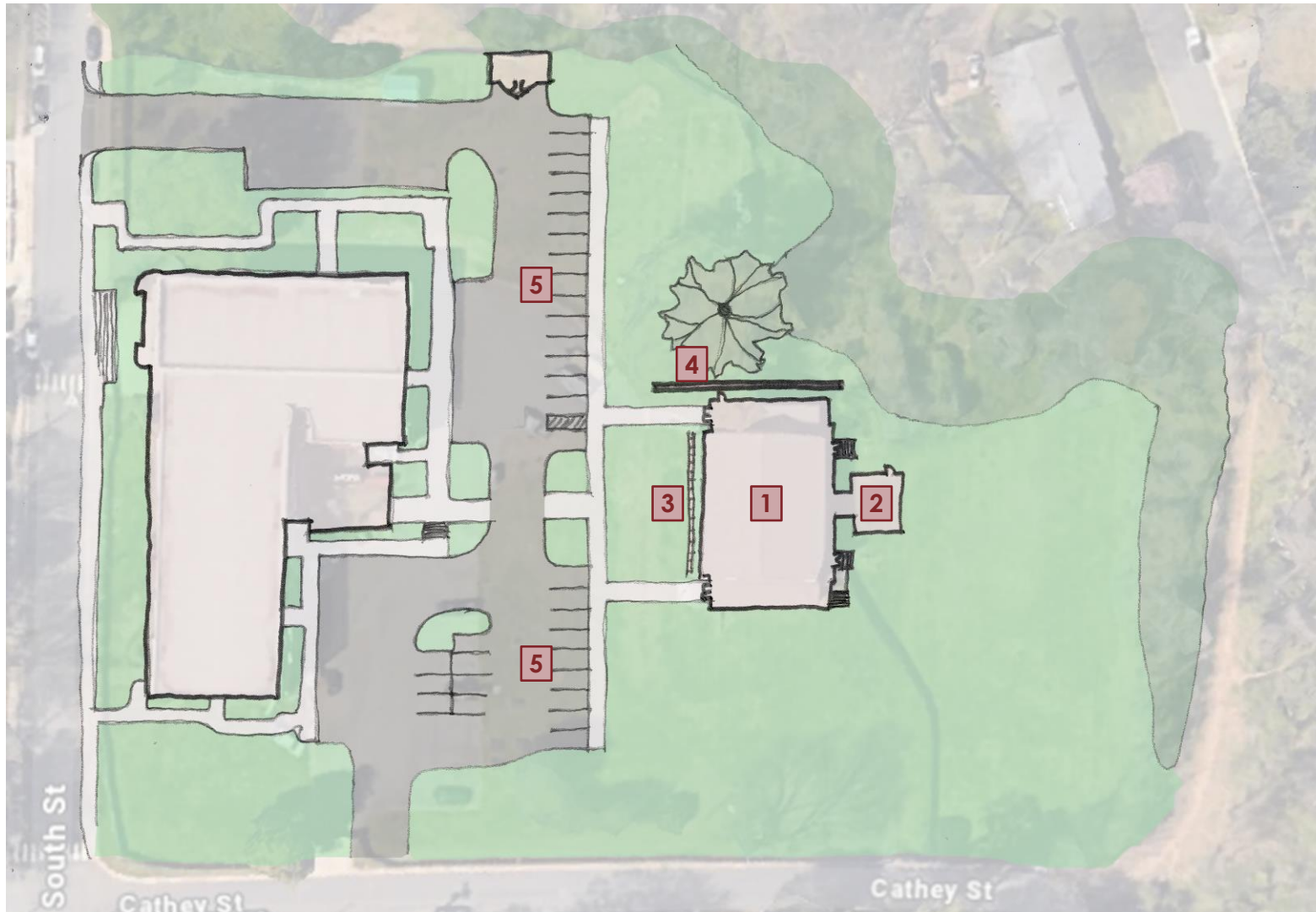
Why Cost Increased

- Initial project cost was based on Conceptual Design.
 - Early estimates provide a rough, general cost framework but lack specific data that can only come from detailed design and direct subcontractor input.
- Sitework package – original cost estimate (Option #5 Alternate Site Cost) was \$519,362. Pricing on the actual Design Development (DD) package was over \$1.5 million.
 - Site/retaining walls
 - Handrails
 - Stormwater Treatment

Why Cost Increased

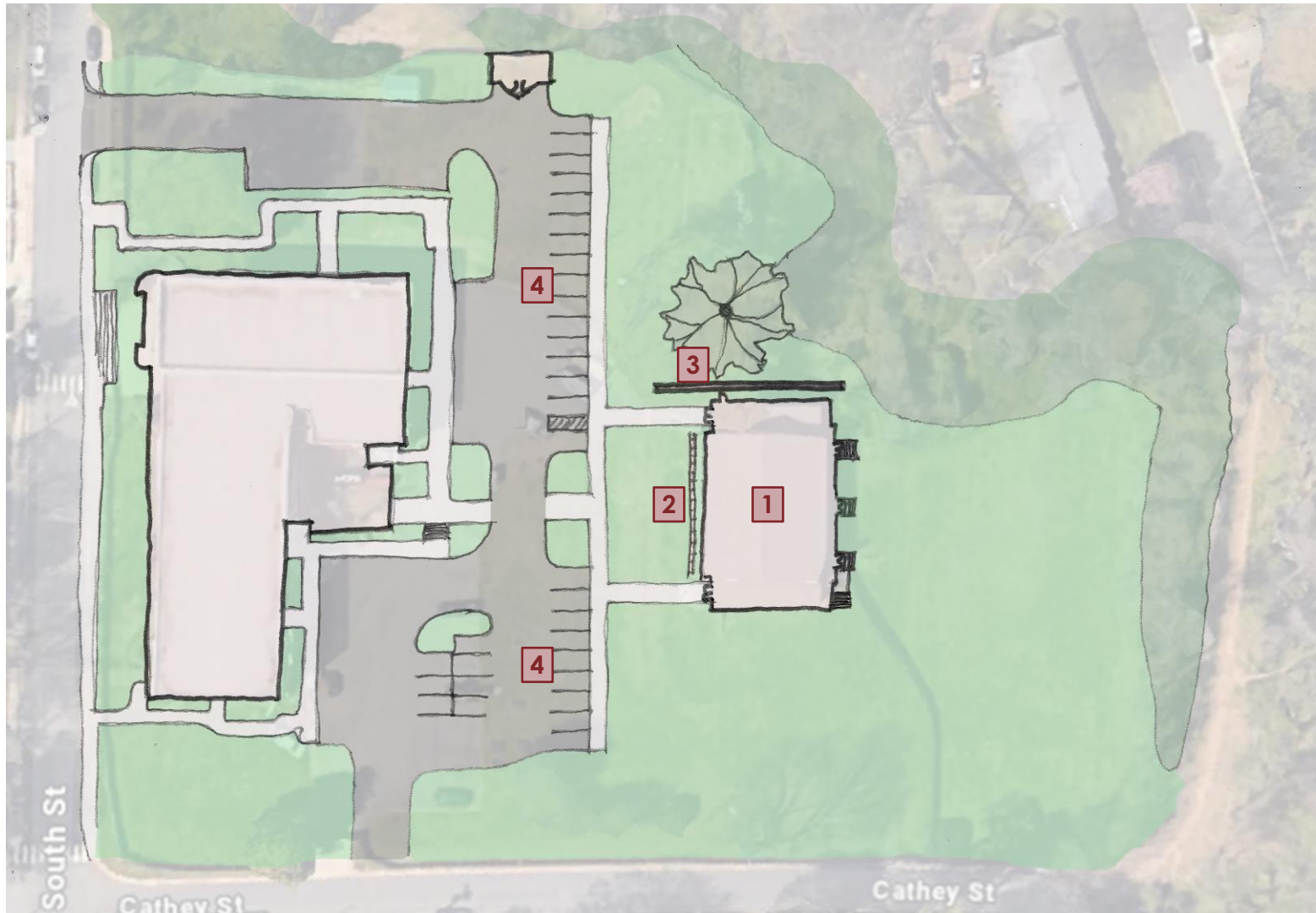
- The Design Development stage introduced greater project details, including specific materials, finishes, and construction methods.
 - Initial pricing exercise was based on floorplan concepts only. Design of the addition has been developed in collaboration with the Town.
- Subcontractor feedback (pricing estimates) provides current, on-the-ground pricing based on real-time labor, material and equipment costs.
- Subcontractors bring specialized insights into installation methods, logistics, and constructability, which ensures the feasibility and quality of the project, but can also lead to additional costs.

Revised Site Diagram – VE Option 1



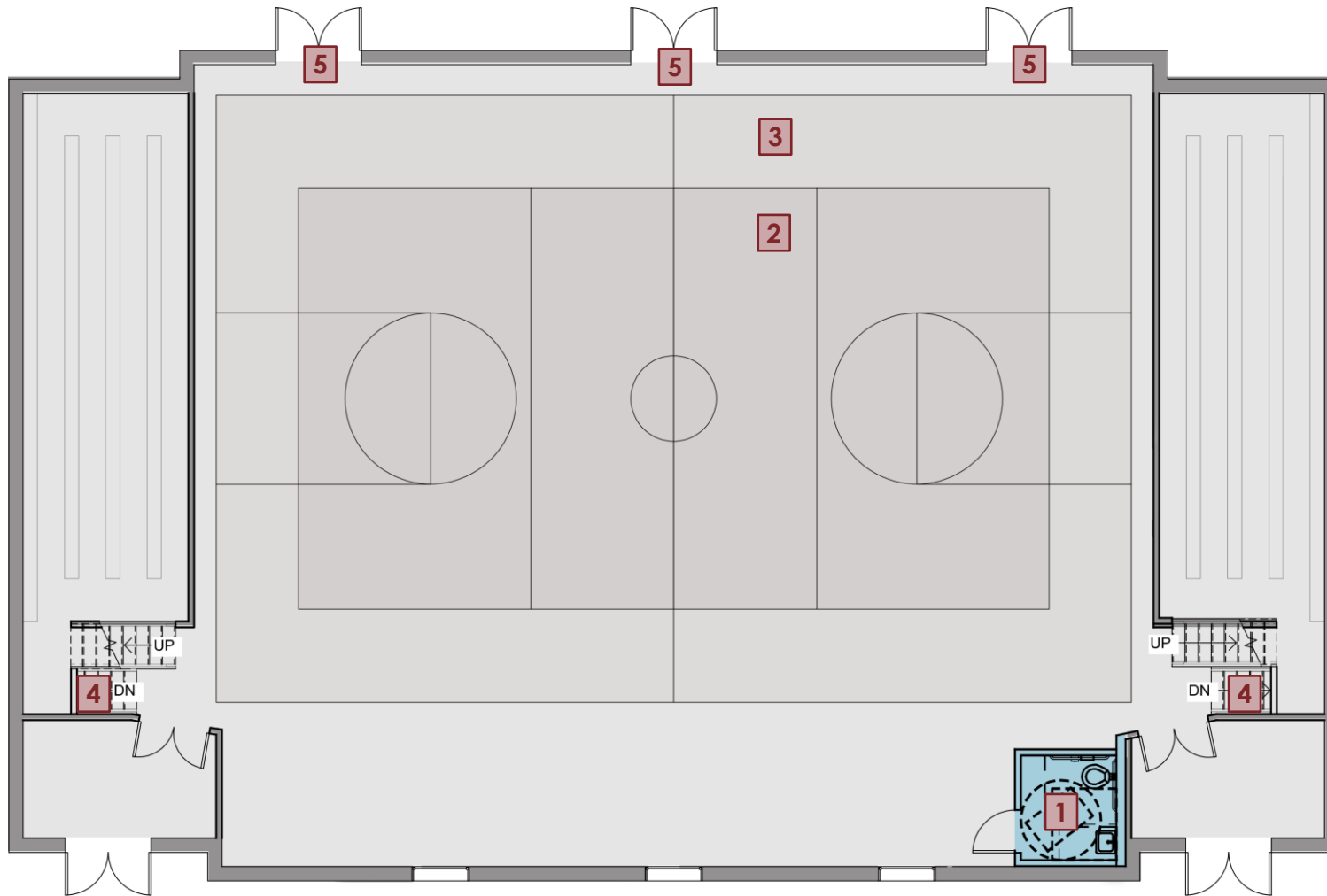
- 1** Existing Gym
 - 2** Proposed Addition
 - 3** Sloped Lawn with Linear Drain
 - 4** Retaining Wall at Protected Tree
 - 5** Added Parking Row
27 additional spaces
- Formal plaza and seating removed and replaced with sloped lawn from walk to front facade
 - All site walks and retaining walls removed with the exception of:
 - Wall for tree protection
 - Sidewalks along parking and to building entrances
 - Existing rear stairs to remain and be repaired instead of replaced with ADA compliant stairs and landings

Revised Site Diagram – VE Option 2



- 1 Existing Gym**
 - 2 Sloped Lawn with Linear Drain**
 - 3 Retaining Wall at Protected Tree**
 - 4 Added Parking Row
27 additional spaces**
- Formal plaza and seating removed and replaced with sloped lawn from walk to front facade
 - All site walks and retaining walls removed with the exception of:
 - Wall for tree protection
 - Sidewalks along parking and to building entrances
 - Existing rear stairs to remain and be repaired instead of replaced with ADA compliant stairs and landings

Floor Plan Diagram – VE Option 2



- 1 New ADA unisex restroom
- 2 Volleyball court
- 3 Basketball court
- 4 Stairs down to original locker rooms with new plumbing fixtures
- 5 Rear doors to existing exterior stairs

Comparison of Total Project Cost

	<u>Original Cost Estimate</u>		<u>VE Option 1</u>		<u>VE Option 2</u>
Total Construction Contract	\$ 3,195,961		\$ 4,129,336		\$ 3,748,713
Building Equipment and Furnishings	\$ 235,000		\$ 235,000		\$ 235,000
Total Project Cost	<u>\$ 3,430,961</u>		<u>\$ 4,364,336</u>		<u>\$ 3,983,713</u>
Increase over Original Cost Estimate			\$ 933,375		\$ 552,752

Sources of Funds

Sources of Funds	Original Cost Estimate		VE Option 1		VE Option 2
Mecklenburg ARPA Grant	\$ 2,000,000		\$ 2,000,000		\$ 2,000,000
G.O. Bonds:					
2023 Public Fac	\$ 1,086,234		\$ 1,086,234		\$ 1,086,234
2021 Parks	\$ 220,616		\$ 220,616		\$ 220,616
2023 Parks	\$ 124,111		\$ 200,000		\$ 200,000
Powell Bill			\$ 200,000		\$ 200,000
Unassigned Fund Balance			\$ 657,486		\$ 276,863
	\$ 3,430,961		\$ 4,364,336		\$ 3,983,713

Staff Recommendation

- Staff recommends VE Option 2.
 - Both VE Option 1 and VE Option 2 delete the plaza from the original design. The plaza can be added in the future as a stand-alone project, without impacting work done as part of the current project.
 - Both options provide 27 additional spaces, 1 less than the original plan.
 - Both options allow for full use of a basketball and volleyball court.
 - VE Option 2 includes the loss of storage in the downstairs locker room space.
 - VE Option 2 is closer to the original approved cost estimate.

Strategic Goals Alignment

- Historic Preservation – Preserve the historic gym and put into community use
- Healthy, Livable, & Vibrant Community – Town's first indoor park and recreation facility; parks and recreation functionality and services to the community
- Operational Excellence – Preserve and utilize the county grant; ensure town financial stewardship; found innovative solutions

Next Steps

Based on Board preference, staff will work with Balfour Beatty to prepare a Guaranteed Maximum Price (GMP) contract for approval at the December 10, 2024, Board of Commissioners meeting.

DISCUSSION

