



**Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, August 12, 2025 at 6:00 PM**

I. CALL TO ORDER

II. ANNOUNCEMENTS

III. CHANGES / ADOPTION OF THE AGENDA

IV. QUARTERLY COMMISSIONER REPORTS

- a. **Centralina Regional Council - Commissioner Autumn Rierson Michael**
Charlotte Regional Transportation Planning Organization – Mayor Knox
Lake Norman Transportation Commission – Mayor Knox
Lake Norman Chamber of Commerce - Commissioner Tracy Mattison
Brandon
Community Capital & Bond Committee - Commissioner Ryan Fay
Metropolitan Transit Commission - Mayor Rusty Knox
Visit Lake Norman - Commissioner Steve Justus

V. BUSINESS ITEMS

a. Development Finance Initiative Town Owned Land Analysis

Presenter: Austin Nantz, Assistant Town Manager

Summary: The Town engaged with the Development Finance Initiative (DFI) in November 2024. Phase 1 of the engagement included a housing gaps analysis and assessment of Town-owned and privately-owned properties in Davidson with the potential for affordable housing development opportunities that align with adopted Town objectives. DFI has conducted analysis on five sites throughout town and will present their findings.

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

b. North Mecklenburg Housing Preservation Initiative

Presenter: Austin Nantz, Assistant Town Manager

Summary: In an effort to support affordable housing preservation initiatives in North Mecklenburg—specifically in the towns of Cornelius, Davidson, and Huntersville—Centralina Regional Council will partner on a \$1 million HUD Community Project Funding (CPF) grant to help low- and moderate-income (LMI)

homeowners who are elderly, disabled, or veterans make critical home improvements that enable them to age in place. Each Town will be awarded \$250,000 of the grant and the remaining funding will go to cover the grant administration costs. Centralina anticipates completing the program relaunch within approximately 28 to 36 months.

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

c. Consider Approval of Recommended Proposal for Preservation and Adaptive Reuse/Redevelopment of the Sloan House

Presenter: Lindsay Laird, Senior Planner

Summary: In 2023, the Town commissioned a building conditions assessment and use study for the Louise Sloan House, located at 230 South Main Street. The purpose of the study was to ascertain the current material health of the building, form recommendations for ongoing maintenance, and brainstorm possible adaptive reuse strategies sensitive to the building's historic character.

Based on the Sloan House study, the Town issued a Request for Proposals (RFP) for adaptive reuse of the Sloan House in early March 2025. The Town received three proposals for adaptive reuse/redevelopment. Concepts included an inn, a violin shop, and a tapas restaurant/wine bar. An RFP Review Committee carefully reviewed each proposal against what was asked for in the RFP and recommended the tapas restaurant/wine bar concept submitted by The Historic Sloan House, LLC as the preferred option.

A copy of the RFP is available at www.townofdavidson.org/sloanhouse. This item was previously discussed at the July 22, 2025 Board of Commissioners Meeting.

Action/Proposed Motion: Motion to approve the proposal for preservation and adaptive reuse of the Sloan House submitted by The Historic Sloan House, LLC and authorize the Town Manager to work with all parties to finalize a contract, deed restrictions, a preservation easement, and execute the sale of the property in partnership with the Charlotte-Mecklenburg Historic Landmarks Commission.

d. Consider Approval of 2025 Resurfacing Project Contract

Presenter: Douglas Wright, Project Manager

Summary: The 2025 resurfacing project will take place in the East Davidson area, with most streets being in the River Run neighborhood. Formal bids were received and Carolina Curb & Gutter was the low bid for \$582,068.50. This amount is within budget and staff recommends approval.

2025 is the last year of the 5-year resurfacing plan. A third-party evaluation of all town-maintained streets will be conducted when work is complete and a new 5-year plan will be developed.

Action/Proposed Motion: Motion to Approve the 2025 Resurfacing Project Contract.

e. Discuss the Mecklenburg Public Transportation Authority Memorandum of Understanding

Presenter: Jamie Justice, Town Manager

Summary: On July 1, 2025, North Carolina Governor Josh Stein signed the Projects for Advancing Vehicle-Infrastructure Enhancements (P.A.V.E.) Act into law. This law would enable Mecklenburg County to place a one-cent sales tax referendum on the November 4, 2025, ballot. If approved by the voters, the revenue from this tax is projected to generate billions of dollars for improvements in rail, roads, and buses, aiming to alleviate traffic congestion in the area as well as improve mobility, regional economic competitiveness, and quality of life. If the November referendum is passed by the voters, the sales tax rate will increase from 7.25% to 8.25% on July 1, 2026.

The P.A.V.E. Act establishes the Mecklenburg Public Transportation Authority (MPTA), a new independent 27-member transit authority, charged with overseeing all public transportation in Mecklenburg County. The P.A.V.E. Act requires that certain actions be taken by the MPTA by January 1, 2026. The creation of this authority and certain actions would be contingent on the approval of a voter referendum authorized by the P.A.V.E. Act. If the voters approve the sales tax, the appointing authorities would need to be able to promptly appoint members to the MPTA to ensure that the MPTA can take action to meet the January 1, 2026 deadline.

This Memorandum of Understanding (MOU) sets out the appointing authorities collectively agreeing and outlining the process by which the creation of an appointment to the MPTA will be made in order to comply with the P.A.V.E. Act. The MOU outlines a proposed schedule regarding the creation of the MPTA as well as additional agreements and processes for the appointment of members to the MPTA.

The Board will be asked to approve the MOU at the August 26, 2025 meeting.

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

f. Vision Zero Action Plan Update

Presenter: Andrew Golden, Transportation Planner

Summary: The Vision Zero Action Plan is a local safety plan that aims to achieve and maintain zero fatalities and serious injuries on our roadways. It utilizes the Safe Systems Approach to prioritize projects that create a culture of safety that focuses on roadway design and education. The Davidson Vision Zero Action Plan was adopted by the Board of Commissioners in June 2023. [Click here](#) to view the plan. Since that time, staff from various departments have worked together to implement the plan's safety initiatives. This presentation highlights current and upcoming projects, and explores new ideas for implementing the Vision Zero Action Plan.

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

VI. SUMMARIZE MEETING ACTION ITEMS

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

VII. ADJOURN



AGENDA MEMO

To: Davidson Board of Commissioners

From: Austin Nantz, Assistant Town Manager

Date: August 12, 2025

Re: Development Finance Initiative Town Owned Land Analysis

ITEM SUMMARY/OVERVIEW

The Town engaged with the Development Finance Initiative (DFI) in November 2024. Phase 1 of the engagement included a housing gaps analysis and assessment of Town-owned and privately-owned properties in Davidson with the potential for affordable housing development opportunities that align with adopted Town objectives. DFI has conducted analysis on five sites throughout town and will present their findings.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

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

Affordable Living, Equity & Inclusion - Work together to foster a culture of equity, belonging, inclusion, and advance the Town's Affordable Housing program.

Provide, create, and support opportunities for all. Treat everyone with respect, dignity, and recognize every voice.

Core Values

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

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

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

NEXT STEPS

At an upcoming meeting, staff will present a recommendation for an amendment to the DFI contract to move to Phase 2 analysis for up to two affordable projects.

Affordable Housing

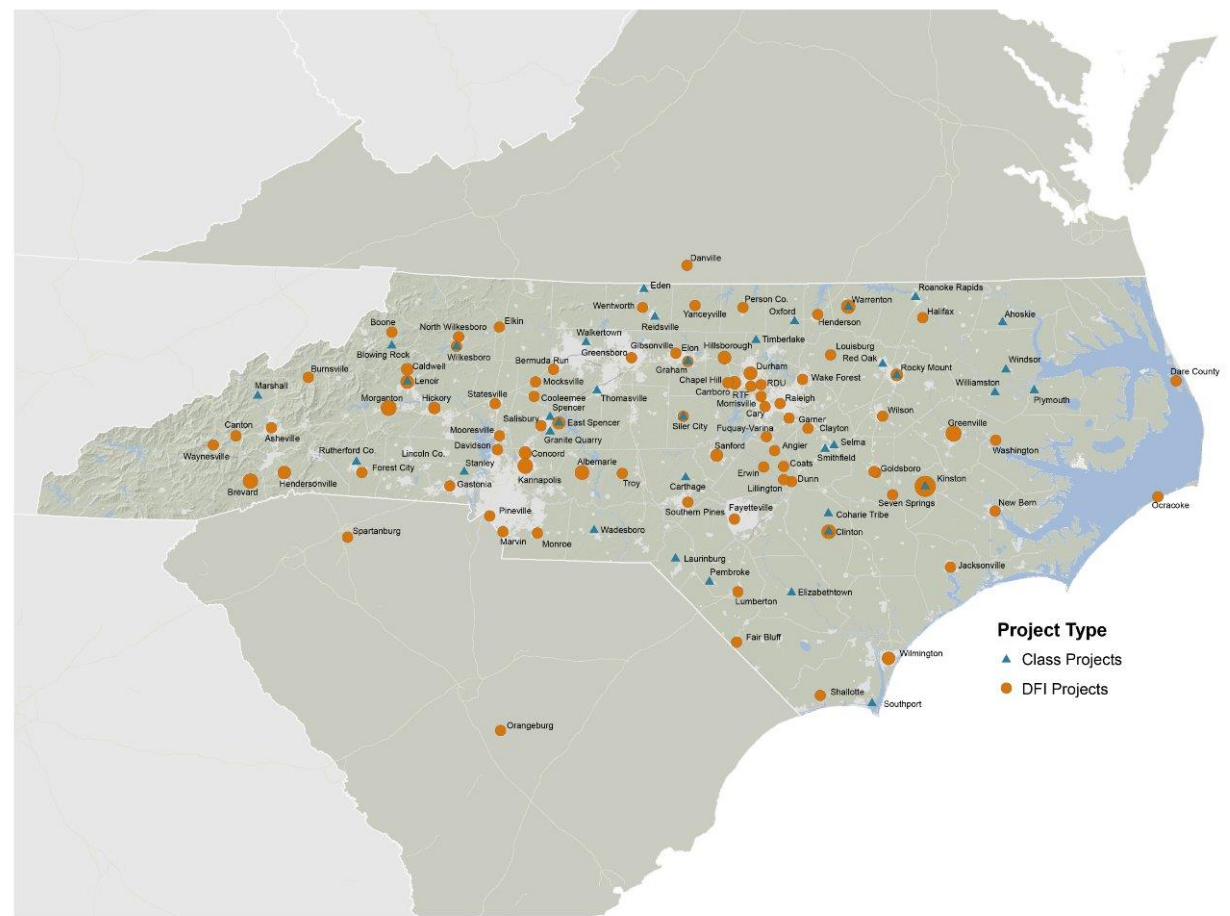
DFI Update





DFI is a program of UNC Chapel Hill’s School of Government that advises communities in NC to attract private investment for transformative projects by providing specialized real estate development and finance expertise.

Since 2011, DFI has worked on **240+ projects** across **73 NC Counties**, and projects have led to **\$1 Billion+** in private investment to support local community development goals.



Project Team
Sr. Project Manager: Sonyia Turner
Assoc. Director Housing: Sarah Odio
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Opportunity Site Identification Scope

1. Set housing priorities for site identification

- Stakeholder engagement
- Housing gaps assessment

2. Identify suitable sites

- Mapping and identification of sites that meet Town's housing priorities and are competitive for potential funding sources

3. Compare development potential of sites

- High-level site and financial analysis of up to 6 sites

Potential Phase 2: Site-specific pre-development services for two sites and development partner solicitation.

Housing priorities we have heard

- Increase number of new rental units for low-to-moderate income households
- Serve a mix of incomes and include mixed uses
- Leverage partnerships
- Repurpose underutilized land owned by the Town
- Distribute affordable housing across the town, but start near downtown
- Preserve existing affordable stock with a focus on West Davidson

Stakeholders: Davidson Community Foundation, Davidson Housing Coalition, Davidson College, Ada Jenkins Center, Gethsemane Baptist, Davidson College Presbyterian Church, Davidson-Corenelius Child Development Center, Storyhill Church, Davidson United Methodist Church, Ben Geisler (Developer)

Housing is “affordable” when a household spends no more than 30% of their income on housing related expenses



Housing Expenses

Rent plus utilities, or Mortgage, insurance, and property taxes plus utilities

Who is considered low-to-moderate income (LMI) in Mecklenburg County?

Occupations earning <60% AMI
\$44,520 for 1-person household

Earning 80% AMI
\$59,360



Social Security Income
\$24,390 / year



Nursing Assistants
\$37,240 / year



Fire Engineer
\$44,760 / year



Elementary Teacher
\$56,840 / year

23% of Davidson households are LMI



Social Security Income
\$610 / month
\$68,000 home sale price



Fire Engineer
\$1,120 / month
\$140,000 home sale price

Maximum affordable housing costs

Source: MTSP Income Limits 2024, NC Dept. of Commerce. Home prices assume 30% max affordable housing cost, 30-year fixed rate mortgage, 6.76% interest, no PMI

Housing Gaps Summary

- There are limited rental and homeownership options for LMI households
 - Davidson experienced the 2nd highest household growth among neighboring communities, but housing production has lagged comparatively
 - Davidson rents are increasing, and home sales prices are the highest among neighboring communities
- A majority (82%) of LMI renters in Davidson are cost burdened, and single person households have the greatest need

Site Identification Process

1. Examined all publicly and privately owned sites within the Town of Davidson that are likely competitive for federal Low Income Housing Tax Credits (LIHTC).
2. For publicly-owned sites, examined existing plans. For privately-owned, evaluated path to site control.
3. Identified sites a minimum of 2-acres for a 60-unit surface parked LIHTC program.
4. Prioritized proximity to downtown and the Town's potential to leverage partnerships.

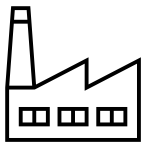
Rental projects funded with **Low-Income Housing Tax Credits (LIHTC)** must:



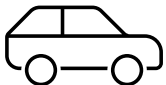
Be developed and managed by a private developer or nonprofit; local governments are not eligible.



Have access to amenities such as grocery stores, pharmacies, and schools.



Be located away from disamenities, including industrial sites, flood zones, and railroads.



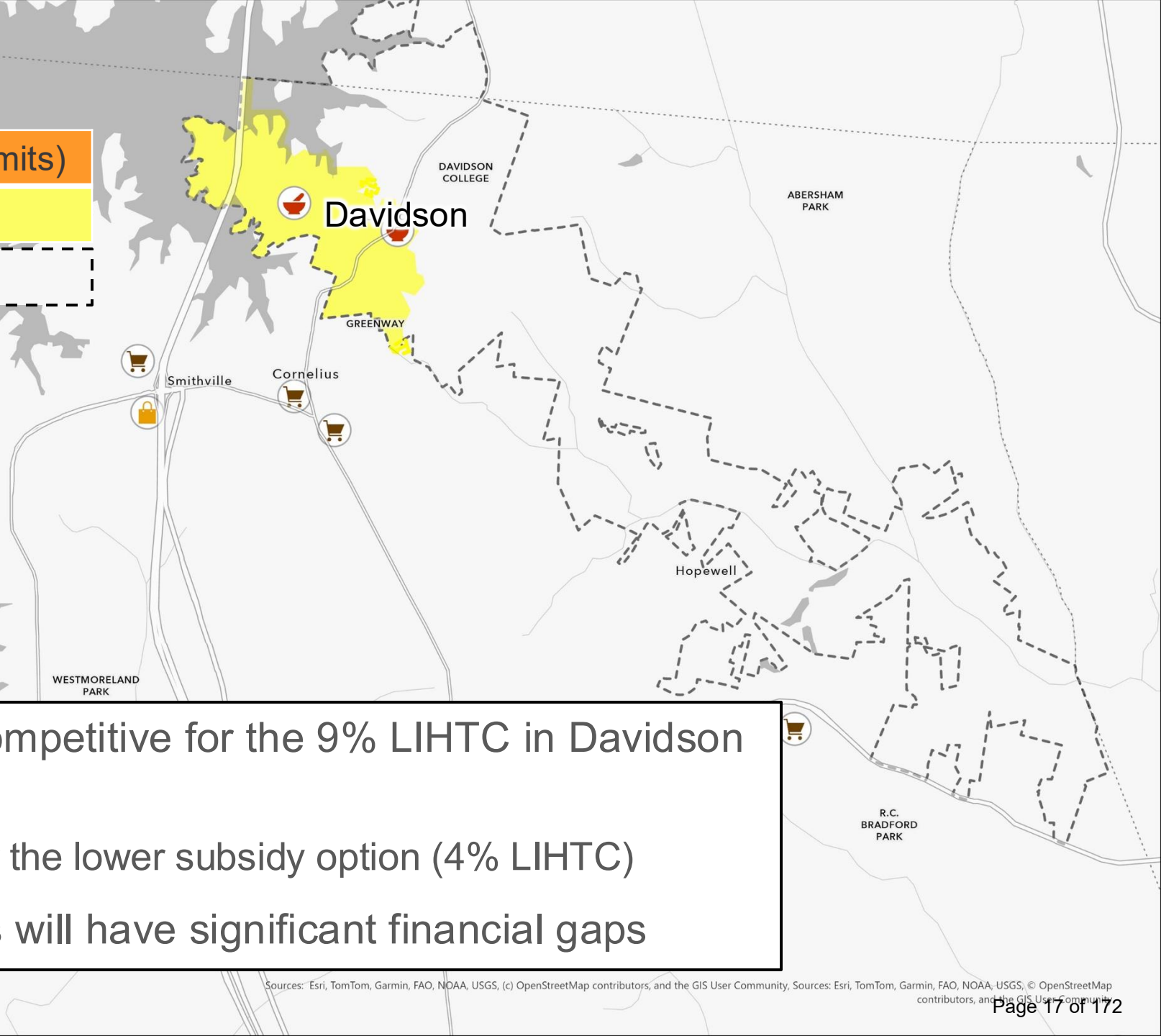
Provide at least 1.75 on-site parking spaces per unit.

LIHTC Amenity Areas

<1.5 Miles (none within Town Limits)

<2.5 Miles

Town Limits



- There are no sites clearly competitive for the 9% LIHTC in Davidson (highest subsidy option)
 - All sites are competitive for the lower subsidy option (4% LIHTC)
- Development on all the sites will have significant financial gaps

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Summary of Findings

- DFI identified and evaluated five sites, both publicly and privately owned, for potential affordable housing development
- Potential programs across the privately owned sites included:
 - Affordable rental developments ranging from 16 to 200 units
 - Potential funding gaps ranging from \$3.1 million to \$24 million (or approximately \$121,000 to \$194,000 per unit)
- The following publicly owned sites met the development criteria:
 - Ada Jenkins undeveloped area
 - Pump House site
 - Town Hall undeveloped land

Summary of Publicly-Owned Sites

Ada Jenkins



Multifamily Rental

Pump House



Multifamily Rental

Town Hall



Townhouses For-Sale

Affordable Units up to...	60	45	18
Est. Gap up to...	\$6.6M	\$7.6M	\$3.6M
Gap per unit	\$110K	\$170K	\$200K

*All site plans are conceptual. Eventual design must meet funding source and local government land use requirements.

Next Steps

Town will select up to two site(s) that best meet local priorities for DFI phase II engagement

Phase II Engagement

- Site-specific pre-development feasibility services, including community engagement
- Solicitation of private development partner(s)
- Support Town in negotiating development agreement with selected partner(s)





SCHOOL OF GOVERNMENT
Development Finance Initiative

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL



AGENDA MEMO

To: Davidson Board of Commissioners
From: Austin Nantz, Assistant Town Manager
Date: August 12, 2025
Re: North Mecklenburg Housing Preservation Initiative

ITEM SUMMARY/OVERVIEW

In an effort to support affordable housing preservation initiatives in North Mecklenburg—specifically in the towns of Cornelius, Davidson, and Huntersville—Centralina Regional Council will partner on a \$1 million HUD Community Project Funding (CPF) grant to help low- and moderate-income (LMI) homeowners who are elderly, disabled, or veterans make critical home improvements that enable them to age in place. Each Town will be awarded \$250,000 of the grant and the remaining funding will go to cover the grant administration costs. Centralina anticipates completing the program relaunch within approximately 28 to 36 months.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

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

Davidson's historic mix of people in all income levels and ages is fundamental to our

community, so town government will encourage opportunities, services, and infrastructure that allow people of all means to live and work here.

NEXT STEPS

A sub-recipient agreement between the Town and Centralina will be presented for approval on the consent agenda at a future Board of Commissioners Meeting.



CENTRALINA
REGIONAL COUNCIL

HUD Housing Preservation Grant: Program Relaunch

Grant Background: 2023-2025

- \$1 million HUD Community Project Funding (CPF) grant to address affordable housing preservation initiatives in North Mecklenburg in the towns of Cornelius, Davidson and Huntersville.
- Supports low-and moderate-income (LMI) homeowners who are elderly, disabled or veterans to benefit from home improvements that enable them to age in place in their homes.
- The grant has a 6-year period of performance; Centralina anticipates the re-launch to be completed within 28 to 36 months.



Purpose of the Relaunch

- The program has paused but renewed momentum is here, and HUD grant **funding is secured!**
- The grant will require **re-establishing local government** staff leads and education updates, top priority for today.
- Core **mission and beneficiaries remain** the same
- Focus is on LMI elderly, disabled adults, and veterans and **aging in place** as a priority.



Statement of Need

“The people of District 1 continue to speak with me about the needs of vulnerable homeowners in North Mecklenburg – **older adults, veterans and disabled adults** – who are in need for financial support to make urgent repairs to their properties that **will improve their quality of life** and enable them to **age-in-place** in their communities.”

**- Mecklenburg County Commissioner Elaine Powell - District 1
(Encompassing the Towns of Davidson, Cornelius, and Huntersville)**

Housing Preservation Opportunities



Correcting health and safety code violations



Weatherization and energy efficiency improvements



Accessibility and quality of life improvements



Substantial home modifications up to \$50,000 for qualified homeowners

Measurable Outcomes

Enhances housing preservation and aging-in-place initiatives

Identifies housing program administration barriers to allow for a more streamlined administrative process

Builds capacity of regional and local program administrators

Bolsters trust and rapport amongst program providers and participants



CENTRALINA
REGIONAL COUNCIL

Roles and Responsibilities: Reaffirming Partner Commitments

Towns' Roles

The towns of **Cornelius, Huntersville,** and **Davidson** are committed to addressing affordable housing preservation for low and moderate-income (LMI) elderly, veteran, and disabled homeowners in collaboration with Centralina.

Local Support and Assistance: Towns will upfront the costs and provide dedicated staff, engage with the community, streamline the housing rehabilitation process through permits and other local processes, and offer legal services for contract reviews as needed.



Centralina's Role

Centralina provides Grant Program oversight, support and all required HUD reporting

- **Program administrator between HUD, the Towns and the regional PILOT partner**
- **Procuring a contractor and overseeing the program evaluation activities and report to HUD based on the housing rehabilitation program participants**
- **Complete HUD Environmental Reviews**
- **Project management and coordination of housing rehabilitation project partners**
- **Oversee 2 CFR 200 procurement requirements**



Regional PILOT Partner's Role

RFP -Prepared by Centralina in concert with 3 Town staff leads

- Assist in the selection of program participants, based on their HUD eligibility and home repair needs
- Coordinate interviews with participants for program evaluation, barriers and feedback research
- Construction contractor coordination lead
- Ensure aging in place component is active throughout the process
- Liaison between the three towns, the home repair project manager, the homeowner and Centralina



2025 Relaunch Timeline

Action Item	Due Date
Subrecipient Agreements in place with the 3 Towns	September 2025
Develop Community Engagement Plan w/ Towns	September 2025
RFP for Regional Pilot Partner	October 2025
Program Evaluation - Aging in Place Design	October 2025
Homeowner Outreach	November 2025
Homeowner Intake/Evaluation and Property Inspection write ups; Lead/Asbestos/Radon Inspections	November – December 2025
HUD Env Reviews - Centralina	November 2025 – January 2026
RPF for Construction Contractor for Home repair needs	Release/Approve contract Jan- March 2026; Start construction activities June - July 2026; Complete construction in June 2027; close project out December 2027

Next Steps

- Town Board Subrecipient Agreement participation and Local Gov't approval
- Implement accounting system & Project Management system for costs incurred
- Develop RFP and Onboard PILOT partner with town lead partners
- Develop homeowner HUD grant eligibility requirements and process with PILOT partner
- Community outreach approach to identify 5 eligible homeowners to receive repairs in each community
- Environmental Reviews must be completed before incurring costs with Centralina; Centralina will prepare the ER
- Onboard Program Evaluation Consultant- Aging in Place focus
- Centralina oversees reimbursements and HUD reporting requirements



CENTRALINA
REGIONAL COUNCIL

Questions:

Lovetta Walton

Community Economic Development Housing
Administrator

lwalton@centralina.org

O:704-348-2702 | C:864-451-9330



AGENDA MEMO

To: Davidson Board of Commissioners

From: Lindsay Laird, Senior Planner

Date: August 12, 2025

Re: Consider Approval of Recommended Proposal for Preservation and Adaptive Reuse/Redevelopment of the Sloan House

ITEM SUMMARY/OVERVIEW

In 2023, the Town commissioned a building conditions assessment and use study for the Louise Sloan House, located at 230 South Main Street. The purpose of the study was to ascertain the current material health of the building, form recommendations for ongoing maintenance, and brainstorm possible adaptive reuse strategies sensitive to the building's historic character.

Based on the Sloan House study, the Town issued a Request for Proposals (RFP) for adaptive reuse of the Sloan House in early March 2025. The Town received three proposals for adaptive reuse/redevelopment. Concepts included an inn, a violin shop, and a tapas restaurant/wine bar. An RFP Review Committee carefully reviewed each proposal against what was asked for in the RFP and recommended the tapas restaurant/wine bar concept submitted by The Historic Sloan House, LLC as the preferred option.

A copy of the RFP is available at www.townofdavidson.org/sloanhouse. This item was previously discussed at the July 22, 2025 Board of Commissioners Meeting.

ACTION/PROPOSED MOTION

Motion to approve the proposal for preservation and adaptive reuse of the Sloan House submitted by The Historic Sloan House, LLC and authorize the Town Manager to work with all parties to finalize a contract, deed restrictions, a preservation easement, and execute the sale of the property in partnership with the Charlotte-Mecklenburg Historic Landmarks Commission.

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.

Economic Development – Attract diverse commercial development contributing to Davidson's

unique economy and support new initiatives to create local jobs and add to the vibrancy of the community.

Core Values

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

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

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

NEXT STEPS

If approved, staff will work to finalize deed restrictions, a preservation easement, etc. and execute the sale of the property in partnership with the Charlotte-Mecklenburg Historic Landmarks Commission.



Sloan House Request for Proposals for Preservation & Adaptive Reuse/Redevelopment

Lindsay Laird
Senior Planner
August 12, 2025

www.townofdavidson.org

Tapas Restaurant/Wine Bar Concept

- ✓ Compliant with Retail Frontage Overlay District
- ✓ Qualified Preservation-Focused Developer & Project Team
- ✓ Thoughtful Rehabilitation & Development Concept
- ✓ Historic Storytelling Component
- ✓ Reasonable Development Schedule
- ✓ Financial Capacity – \$908,650 Cash Offer
- ✓ Acknowledgement of Historic Preservation Limitations



Timeline/Next Steps (Tentative)

- ✓ **March 3, 2025:** RFP Issued
- ✓ **May 2, 2025:** RFP response deadline
- ✓ **June 24, 2025:** RFP Selection Committee reviewed proposals & recommended tapas/wine bar concept
- ✓ **July 14, 2025:** Charlotte-Mecklenburg Historic Landmarks Commission reviewed recommended proposal
- ✓ **July 22, 2025:** Presentation of recommended proposal to the BOC for discussion
- ❑ **August 12, 2025:** BOC to consider approval of recommended proposal & authorize manager to move forward with contract & sale
- ❑ **Sept/Oct 2025:** Finalize contract, deed restrictions, & preservation easement
- ❑ **Oct/Nov 2025:** Execute sale of property in partnership with Landmarks Commission

Action/Proposed Motion:

Motion to approve the proposal for preservation and adaptive reuse of the Sloan House submitted by The Historic Sloan House, LLC and authorize the Town Manager to work with all parties to finalize a contract, deed restrictions, a preservation easement, and execute the sale of the property in partnership with the Charlotte-Mecklenburg Historic Landmarks Commission.



Town of Davidson
Attn: Lindsay Laird, Senior Planner
P.O. Box 579
Davidson, NC 28036
llaird@townofdavidson.org



May 1, 2025

Dear Ms. Laird,

Thank you for the opportunity to respond to the Town of Davidson's Request for Proposals regarding the future of the Sloan House. The Historic Sloan House, LLC is pleased to present this proposal for the preservation and adaptive reuse of this important downtown structure.

This project represents an opportunity to maintain the architectural and cultural continuity of Main Street while introducing a new use that can hopefully contribute to its daily rhythm and vitality. The team has a strong appreciation for historic places and views this as a chance to care for an old building and ensure its relevance to a new generation.

Included in this submission are conceptual plans, a phased project schedule, preservation and interpretation strategies, team qualifications, and financial information. We appreciate the Town's leadership in preserving its historic core and welcome the chance to be part of that ongoing effort.

Sincerely,

David Sitton
Principal, The Historic Sloan House, LLC
david@clnusa.com

Applicant Information

Entity Name: The Historic Sloan House, LLC

Primary Contact: David Sitton

Mailing Address: 210 Delburg Street, Davidson, NC 28036

Email: david@clnusa.com

Phone: + 1 704-756-6425

Legal Structure: Limited Liability Company (LLC) registered in North Carolina

Key Project Team:

- **David Sitton** – Principal, The Historic Sloan House, LLC
- **Sarah McInterey** – Architect, WP Parks Architectural Firm
- **Heather Fernbach** – Historic Preservation Consultant
- **Sierra Holland** - Interior Design, Sierra Holland Design
- **Dean Thomas** - Architectural Design, Dean Thomas Design Group

Contractors:

- Christman Company (Greensboro Office) – April Larkins (Preservation NC Board)
 - LMI Builders – Joe Williams, President
 - Frank L. Blum Construction
 - Rehab Builders, Inc.
-

Project Narrative & Vision

Our proposed adaptive reuse transforms the Sloan House into a multi-room hospitality experience featuring a Tapas (small-plates) Bar, Wine Lounge, and Cocktail Bar. These distinct yet thematically unified spaces celebrate North Carolina's natural and cultural heritage while preserving the home's original layout and craftsmanship.

The front patio and porches are activated for seating and gathering, creating a community-oriented experience. A pergola-covered rear deck adds a shaded garden retreat. Inside, original architectural elements are preserved, and new design touches—like period-inspired lighting and materials—honor the home's history while meeting modern standards.

The entire experience has been designed to draw locals and visitors alike into a warm, story-rich environment. Each room tells part of the Sloan House's past, interpreted through furniture, lighting, and finishes.

Conceptual Plans & Design

Plans provided by Sierra Holland Design and Dean Thomas Architecture and Design detail:

- First-floor layout: dining room, three distinct bar/lounge areas, accessible restrooms, and kitchen.
- Second-floor plan: employee break area, storage, lockers, and private office.
- Exterior elements: ADA ramp, new brick paths, front and rear outdoor seating, and integrated landscaping.

Visual inspiration and layout references are detailed in the attached PPT presentation .

Historical Interpretation Plan

To celebrate the history of the Sloan House and its role in Davidson’s story, our proposal includes:

- A handcrafted tile mosaic entry at the rear entrance reading “The Sloan House, Est. 1900”
 - Interpretive signage in the foyer that outlines the home’s architectural history, original owners, and restoration efforts
 - Artwork and furnishings throughout the space that reference the region’s natural and cultural history, including nods to the textile industry, North Carolina flora and fauna, and craft traditions
 - A page on the establishment’s website dedicated to the history of the Sloan House, with archival photos and restoration process highlights
-

4. Preservation Plan

Our preservation strategy centers around retaining the home’s original scale, footprint, and features while updating essential systems. Highlights include:

- Repairing original wood windows, siding, porch elements, and tin roofing.
- Retaining and replicating original wainscoting and trim throughout interior spaces.
- Minimizing wall penetrations and mechanical intrusions, using casework to unify new openings.
- Installing all new components (banquettes, bars) as freestanding or reversible.
- ADA and code compliance integrated with minimal impact on historic fabric.

This approach aligns with the Secretary of the Interior’s Standards for Rehabilitation, Davidson’s Historic District Design Standards, and the future Preservation Easement.

Timeline & Phasing

- **Acquisition:** Q3 2025
 - **Design Finalization & Permitting:** Q3–Q4 2025
 - **Phase 1 (Exterior & Structural Restoration):** Q1–Q2 2026
 - **Phase 2 (Interior Renovation & Systems):** Q2–Q3 2026
 - **Phase 3 (Furnishings, Signage, and Outdoor Activation):** Q3 2026
 - **Grand Opening:** Fall 2026
-

Community Benefits

This project will:

- Preserve a key historic asset in the heart of Davidson.
- Create a new locally owned business, contributing to downtown vitality.
- Provide 15–25 new jobs in food, beverage, and operations.
- Serve as a model for thoughtful adaptive reuse within a historic district.
- Enhance the walkability and attractiveness of Main Street.
- Offer a gathering place that bridges Davidson’s past and future.

Financial Capacity & Budget

The attached Excel workbook outlines the projected renovation budget and funding plan. The Historic Sloan House, LLC will fund the project through a combination of private capital and secured lines of credit.

We have included:

- Current real estate portfolio
- Examples of similar Historic projects
- List of active projects
- References:
 - Paru Shah – Truist Bank – 704-954-1120
 - Robert McIntosh – McIntosh Law Firm – 704-892-1699
- Plans to apply for Historic Rehabilitation Tax Credits at the state and federal level

Total estimated project cost: \$ 824,975.94

Purchase Offer

We propose a purchase price of \$908,650.00 for the Sloan House property. This offer is based on the current condition of the property, the required investment to restore it to a safe, usable condition, and our long-term commitment to maintaining it as a contributing asset to the Town of Davidson. We are prepared to move forward with a cash purchase subject to standard due diligence, preservation easement execution, and final Town Council approval.

We acknowledge and accept:

- The preservation easement and protective covenants
- The Town of Davidson's right of first refusal
- Prohibition on subdividing the property

Supporting Materials

- Budget Estimate (Excel)
- Scope of Work & Design Summary (Word)
- Conceptual Inspiration (PPT)
- Architectural Plans (PDF)
- 3-Demensional Design Video

Category	Quantity	Unit Cost	Total
SITWORK COSTS *AS PROVIDED FROM CITY W. UPDATES*			
Mobilization	1 lump sum	\$7,000.00	\$7,000.00
Control of Work	1 lump sum	\$10,000.00	\$10,000.00
Demolition			
Tree Protection	1 lump sum	\$2,000.00	\$2,000.00
Remove Existing Concrete	600 SF	\$3.00	\$1,800.00
Remove Existing Vegetation	1 lump sum	\$500.00	\$500.00
Erosion and Sediment Control			
	1 lump sum	\$3,000.00	\$3,000.00
Stormwater Control			
	1 lump sum	\$2,000.00	\$2,000.00
Utilities			
String Lights (Support & Cabling)	100 LF	\$10.00	\$1,000.00
String Light Support Poles & Footing	6 EA	\$1,500.00	\$9,000.00
Electrical Hookups for Outdoor Lighting	1 lump sum	\$2,500.00	\$2,500.00
Paint Existing Backflow Preventer	1 lump sum	\$100.00	\$100.00
Earthwork	1 lump sum	\$3,000.00	\$3,000.00
Paving			
Concrete Paving (5" Depth)	500 SF	\$7.00	\$3,500.00
Brick Paving	600 SF	\$17.00	\$10,200.00
Concrete Slab under Pavers (4" Depth)	600 SF	\$5.00	\$3,000.00
Unit Paving	500 SF	\$17.00	\$8,500.00
Concrete Slab under Pavers (4" Depth)	500 SF	\$5.00	\$2,500.00
Pavement Marking	2 EA	\$40.00	\$80.00
Planting			
Shrub	70 EA	\$150.00	\$10,500.00
Seed	1,500 SF	\$0.25	\$375.00
Perimeter Plants (Flowering Bushes) *NEW ITEM*	133 LF	\$50.00	\$6,650.00
Vining Plants *NEW ITEM*	133 LF	\$15.00	\$1,995.00
Site Amenities			
Wood Deck	600 SF	\$40.00	\$24,000.00
Trellis +Pergola (Lattice Panels) *NEW ITEM*	1Ea.	\$15,000.00	\$15,000.00
Heat Lamps *NEW ITEM*	10 EA	\$964.00	\$9,640.00
Signage			
ADA Striping	1 EA	\$25.00	\$25.00
ADA Parking Sign	1 EA	\$100.00	\$100.00
TOTAL SITEWORKS COST			\$137,965.00

TOTAL CONSTRUCTION ESTIMATE			
BUILDING-RESTORATION COSTS *AS PROVIDED FROM CITY W. UPDATES*			
Demolition	400	\$8.00	\$3,200.00
Access to Building			
Handrails	50	\$40.00	\$2,000.00
Wood Steps (2 porches)	11	\$140.00	\$1,540.00
Foundations			
Masonry Repair (Allow) *UPDATED TO REFLECT LATTICE ENCLOSURE*	500	\$36.00	\$18,000.00
Crawlspace Moisture Protection	1,500	\$8.00	\$12,000.00

Exterior Enclosure			
Exterior Painting	3,000	\$10.00	\$30,000.00
Wood Repair/Restoration (Allow)	500	\$100.00	\$50,000.00
Window Restoration	10	\$1,200.00	\$12,000.00
Exterior Door Replacement	1	\$1,000.00	\$1,000.00
Porch Repairs	200	\$50.00	\$10,000.00
Roof System			
Metal Shingle Replacement	2,000	\$30.00	\$60,000.00
Gutter & Downspout Cleaning	200	\$8.00	\$1,600.00
MEP			
Plumbing	1,500 SF	\$10.00	\$15,000.00
HVAC	2,000 SF	\$20.00	\$40,000.00
Electrical (Allow)	2,300 SF	\$5.00	\$11,500.00
TOTAL BUILDING RESTORATION COSTS			\$267,840.00
INTERIOR DESIGN CONSTRUCTION *ALL NEW COSTS*			
Millwork			
Service Station in Tapas Dining Room	3.5 LF	\$1,000.00	\$3,500.00
Tapas Bar Millwork	15LF	\$500.00	\$7,500.00
Wine Bar Library Display Shelving	16.75 LF	\$750.00	\$12,562.50
Wine Shelf Rolling Ladder w. Brass Track	1 Ea.	\$4,000.00	\$4,000.00
New Replica of Wainscotting Paneling	90 LF	\$20.00	\$1,850.00
Wine Bar Millwork	21 LF	\$500.00	\$10,500.00
Cocktail Bar Millwork	14 LF	\$500.00	\$7,000.00
Suspended Shelving for Bottles / Glassware	7 LF	\$1,000.00	\$7,000.00
Brass Gallery Rails + Foot Rails			\$2,500.00
Partitions & Doors			
Cocktail Bar Stained Glass Partition	60SF	\$60.00	\$3,600.00
Antique Style Windows for Pass-through	2Ea.	\$1,500.00	\$3,000.00
New Doors for W.C.s	2Ea.	\$500.00	\$1,000.00
Concealed Door at Janitorial Closet	1Ea.	\$800.00	\$800.00
Framing + Install			
New Walls for W.C. Framing + Drywall	280 SF	\$7.50	\$2,100.00
New Punctures / Expanded Wall Opening	2	\$600.00	\$1,200.00
Window + Door Install	6	\$300.00	\$1,800.00
Natural Stone Tops - All 3 Bars	76	\$150.00	\$11,400.00
Tile Installation	912	\$7.00	\$6,384.00
Wallpaper Installation	\$1,007 SF	\$7.00	\$7,049.00
INTERIOR DESIGN CONSTRUCTION SUBTOTAL			\$94,745.50
TOTAL BUILDING RESTORATION COSTS SUBTOTAL			\$267,840.00
TOTAL BUILDING RESTORATION + CONSTRUCTION COSTS			\$362,585.50
General Conditions (8%)			\$29,006.84
Contractor Overhead & Profit (25%)			\$90,646.38
TOTAL CONSTRUCTION ESTIMATE			\$482,238.72

FF&E PACKAGE *ALL NEW COSTS*

INTERIOR FINISHES

Hand Lime Wash / Plaster	783 SF	\$6.00	\$4,698.00
Premium Wallpaper - Corridor	330 SF	\$4.80	\$1,584.00
Premium Wallpaper - Tapas Dining	225 SF	\$10.57	\$2,378.25
Premium Wallpaper - Wine Lounge	252 SF	\$2.80	\$705.00
Premium Wallpaper - W.C.s	200 SF	\$2.50	\$500.00
Antique Style Relief Tile (Tapas Bar)	75 SF	\$50.00	\$3,750.00
Specialty Subway Tile + Trim (W.C. Walls)	175 SF	\$30.00	\$5,250.00
Antique Style Mosaic Tile Flooring (W.C. Floors)	110 SF	\$20.00	\$2,200.00
Antique Style Porcelain / Ceramic Tile (Kitchen)	185 SF	\$5.00	\$925.00
Subway Tile for Kitchen Walls	350	\$12.00	\$4,200.00
Vintage Text Mosaic Door Mat Inlay	1Ea.	\$2,000.00	\$2,000.00

TOTAL FOR INTERIOR FINISHES (MATERIAL ONLY)			\$28,190.25
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INTERIOR FIXTURES *ALL NEW COSTS***LIGHTING**

Antique Style Wall Sconces - High End	18Ea.	\$1,000.00	\$18,000.00
Antique Style Pendant Lights	3Ea.	\$550.00	\$1,650.00

PLUMBING

Pedestal Sink (W.C.)	1Ea.	\$2,400.00	\$2,400.00
Floating Sink (ADA W.C)	1Ea.	\$800.00	\$800.00
Public Toilets	2Ea.	\$750.00	\$1,500.00
Public Lavatory Faucets	2Ea.	\$600.00	\$1,200.00
Misc. W.C. Accessories (Mirrors, Bin, Tissue Holder Etc.)	2Ea.	\$1,000.00	\$2,000.00
Employee Bathroom Mirror, Toilet, Sink	1Ea.	\$1,000.00	\$1,000.00

TOTAL INTERIOR FINISH FIXTURES - ITEMS ONLY			\$28,550.00
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FURNISHINGS *ALL NEW COSTS***Exterior Furniture**

Long Rectangular Patio Tables - Patio	4	\$2,200.00	\$8,800.00
Small Rectangular Patio Tables - Deck	4	\$800.00	\$3,200.00
Medium Circular Bistro Table - Porch	1	\$1,000.00	\$1,000.00
Small Circular Bistro Tables - Porch	2	\$800.00	\$1,600.00
Exterior Cross-Back Patio Chairs	38	\$60.00	\$2,280.00

Interior Furniture

Marble Entry Table	1	\$1,000.00	\$1,000.00
Small Interior Bistro Dining Tables	2	\$800.00	\$1,600.00
Large Interior Bistro Dining Table	1	\$1,000.00	\$1,000.00
Custom Velvet / Curved Banquette Dining Bench	20LF	\$350.00	\$7,000.00
Vintage Style Bentwood Bistro Dining Chairs w. Cushions	4	\$785.00	\$3,140.00
Vintage Style Bentwood Counter Stools	5	\$450.00	\$2,250.00
Custom Leather Lounge Banquette Bench	8LF	\$750.00	\$6,000.00
Custom Upholstered Side Chairs	2	\$3,500.00	\$7,000.00
Lounge Height Tables	2	\$1,000.00	\$2,000.00
Custom Upholstered Ottomans	2	\$800.00	\$1,600.00
Custom Upholstered Wingback Chairs	4	\$2,200.00	\$8,800.00
Side Tables	2	\$800.00	\$1,600.00
Custom Upholstered Barstools	6	\$1,200.00	\$7,200.00
Velvet L-Shaped Lounge Banquette Bench	15LF	\$350.00	\$5,250.00
Custom Upholstered Low Back Cocktail Chairs	2	\$1,600.00	\$3,200.00

Brass Cocktail Tables	2	\$1,000.00	\$1,000.00
Misc. Throw Pillows Custom Fabric	20	\$150.00	\$3,000.00
Window Treatments - Relaxed Roman Shades	12	\$400.00	\$4,800.00
Misc. Decor Items - Art, Vases, Throws	1	\$2,000.00	\$2,000.00
FURNISHINGS TOTAL			\$86,320.00
TOTAL INTERIOR FINISH FIXTURES - PARTS ONLY			\$28,550.00
TOTAL FOR INTERIOR FINISHES (MATERIAL ONLY)			\$28,190.25
FF&E TOTAL - MATERIAL & ITEMS ONLY			\$143,060.25
DESIGNER DISCOUNT 10%			-\$14,306.03
TOTAL FF&E PACKAGE W. INSTALL			\$128,754.23

BAR+ KITCHEN EQUIPMENT*ALL NEW COSTS*			
Commercial Hot Water Heater System	1Ea	\$5,000.00	\$5,000.00
3-Compartment Sink	1Ea.	\$1,600.00	\$1,600.00
Handwash Sink	3Ea.	\$300.00	\$900.00
Commercial Dishwasher	1Ea.	\$5,000.00	\$5,000.00
Bar Sink	2Ea.	\$800.00	\$1,600.00
Dump Sink w. Trash Chute	2Ea	\$1,400.00	\$2,800.00
Automatic Glass Washer	1 Ea.	\$900.00	\$900.00
Automatic Glass Rinser	1 Ea.	\$450.00	\$450.00
Fridge-Freezer Combo	1Ea.	\$10,000.00	\$10,000.00
Food Prep Sink	1Ea.	\$1,800.00	\$1,800.00
Vent Hood	2Ea.	\$2,000.00	\$4,000.00
Prep Counters	3Ea.	\$300.00	\$900.00
Range + Griddle Combo	1Ea.	\$2,500.00	\$2,500.00
Fryer	1Ea.	\$900.00	\$900.00
Heat Lamps	2Ea.	\$400.00	\$800.00
Janitorial Mop Sink + Faucet	1Ea.	\$350.00	\$350.00
Compact 2 Group Espresso Machine	1Ea.	\$6,300.00	\$6,300.00
High-Volume Drip Coffee Maker	1Ea.	\$1,200.00	\$1,200.00
Coffee Grinders	2Ea.	\$1,300.00	\$2,600.00
Craft X-Large Cube Under Counter Ice Maker	1Ea.	\$6,600.00	\$6,600.00
Nugget Under Counter Ice Maker	1Ea.	\$3,600.00	\$3,600.00
Undercounter Wine Fridge (Wine Bar)	2Ea.	\$1,199.00	\$2,398.00
Undercounter Fridge (Cocktail Bar)	1Ea.	\$2,790.00	\$2,790.00
Stainless Steel Shelving	6Ea.	\$130.00	\$780.00
Commercial Equipment Installation - Labor Only	All Appliances + Equipment	\$10,000.00	\$10,000.00
TOTAL COMMERCIAL EQUIPMENT COST			\$75,768.00

TOTAL SITEWORK COST	\$137,965.00
TOTAL RESTORATION CONSTRUCTION ESTIMATE W. CONTRACTOR FEES	\$482,238.72
TOTAL INTERIOR FF&E PACKAGE W. DISCOUNT	\$128,754.23
TOTAL COMMERCIAL EQUIPMENT COST	\$75,768.00
PROJECT EST. TOTAL	\$824,725.94

Scope of Work

Exterior – Structural Restoration

- Replace original pressed tin shingle roof with a historically accurate replica and repair built-in gutters.
- Repair or replace deteriorated exterior wood elements, including porch brackets, railings, skirt boards, and window sills, using historically appropriate materials.
- Repair damaged brick foundation piers, particularly at the front porch, to address structural sagging and ensure long-term stability.
- Reinstall historically accurate wood lattice panels between piers to restore crawl space ventilation and original appearance.
- Repaint exterior surfaces following best preservation practices, sanding and repainting without full stripping.
- Repair original wood windows where necessary and add interior storm windows to improve energy efficiency while preserving the historic façade.

Exterior – Site Enhancements

- Develop a front patio area created from brick pavers to match Downtown Davidson Design Standards.
- Front patio will feature long communal tables created from raw, sustainably sourced or reclaimed wood.
- Activate repaired front and side porches with small-group seating arrangements.
- Install a new back deck with a pergola, integrating a bench with planter box, latticework and climbing plants for shade and privacy.
- Add string lights across the front patio and rear deck to create a warm evening ambiance.
- Install commercial-grade outdoor heaters to extend outdoor seating seasonality.
- Install a new brick paver walking path along the east side of the house, connecting the rear parking area to the front patio eliminating the need to pass through the house, or travel to the closest public sidewalk.
- Plant low-profile landscaping to maintain visibility from Main Street while enhancing the patio setting. Shrubs will be used in the front between the sidewalk and front patio, flower beds used around the perimeter of the home, and vining plants create shade on the back deck's lattice structure.

Interior – Preservation & Restoration

- Preserve existing doors, fireplace surrounds, mantels, original wainscoting, flooring, interior door hardware, and trim throughout
- Flooring and wall material exceptions to be made in the rooms requiring a change of materials to meet sanitation / health codes (W.C.s and Kitchen in rear).

Interior – Modifications & New Additions

- Remove original doors with hardware from most rooms (as indicated on floor plan) and keep them safely in storage.
- Replicate corridor wainscoting detail throughout seating areas and on the front of each bar to protect walls and unify design language.
- Install freestanding banquette bench seating throughout lounge areas to maximize capacity and streamline circulation paths for guests and service.
- Configure bar shapes to minimize structural changes - for example a double-sided bar to consolidate shared equipment and reduce mechanical interventions which requires a puncture between two spaces.
- Front paneling on each of the bars to match the original wainscoting details.
- Install a light commercial kitchen at the rear of the home with a pass through window to the tapas bar which requires a puncture in the wall between spaces.
- Punctures in walls to be treated with era appropriate trim or casework to respectfully unify design language.
- New library style built-in shelving and ladders will serve as a wine display.
- A stained glass partition inspired by the home's front door to be added for a layer of privacy and dedicated circulation path to W.C.s
- Hand-crafted American-made lighting fixtures taking modernized inspiration from early 20th century designs to be used throughout the home as sconces and pendants.
- This kitchen will be outfitted with period-appropriate floor and wall tile with a cove base, providing clean, sanitary surfaces while visually integrating into the home.
- Utilize one bedroom on the second floor for storage including dried goods, wine cases, additional glassware, etc.
- Add staff-only facilities on the second floor, including a break area with lockers, and one employee restroom (if permissible), a manager's desk.
- At the rear entry, the area where the flooring currently includes a transition strip is believed to be a later alteration and not part of the original construction. We propose removing this added material and replacing it with a custom tile mosaic mat inset into the floor that reads, for example, "The Sloan House Est. 1900," honoring the home's legacy while introducing a handcrafted, durable surface suited for high-traffic use.

Code Compliance & Accessibility

- Install ADA-compliant ramp at the rear of the home, located on the north/northwest side of the building, in accordance with the preferred location closest to the designated ADA parking space. This minimizes site disruption and preserves the historic front façade.
- The new east side brick path also creates a seamless accessible connection from the back lot and front patio.
- Modify rear entry door to meet ADA width requirements.
- Provide one fully ADA-accessible restroom on the ground floor, plus one standard public restroom.
- Install a service counter at 34" height to meet ADA accessibility standards for patron use.

- Install clear ADA signage, and other way-finding signage throughout the home.
- Upgrade HVAC system as needed to improve efficiency and protect the building envelope.
- Ensure proper stormwater management to prevent moisture damage to historic foundations.

Design Summary

The proposed adaptive reuse of the Sloan House reimagines the historic property as a Tapas, Wine, and Cocktail Bar that honors the building's past while introducing vibrant new life into the downtown fabric.

Outside, the design thoughtfully activates the front patio and porches as inviting communal and intimate seating areas, while the rear deck and pergola create a lush garden-like retreat ideal for smaller groups of guests. Wood latticework ties together the foundation's update and contemporary functionality, supporting climbing plants that offer natural shade and privacy. String lighting, heating, and planting interventions allow these outdoor areas to remain comfortable and welcoming throughout the day and transition into intimate, atmospheric spaces in the evening.

The interior concept is organized around three distinct guest experiences: a light, airy tapas dining room and bar, a warm and moody wine bar, and an inviting cocktail lounge. Each space draws from North Carolina's rich natural and cultural heritage, with a shared palette that complements the home's exterior colors. The result is a unified design that connects indoor and outdoor elements while allowing each interior space to maintain its own distinctive character.

Throughout the interior, thoughtful material selections tell a story deeply connected to both the region and the history of the home: cotton blossom motifs reference the Sloan family's contribution to the textile industry; dogwood and pine wallpapers celebrate the state flower and tree; and honeybee-relief tiles subtly nod to North Carolina's official state insect. The palette visually unifies each experience as it unfolds across the home's original compartmentalized rooms. This strategy also supports transitions from bright daytime service to more intimate, ambient evening settings.

Beyond decorative motifs, all materials have been chosen with an emphasis on historical resonance. Period-appropriate surfaces like wallpaper, relief tiles, brocade-inspired fabrics, and lighting fixtures that take design cues from American craft traditions have been interpreted in contemporary ways — striking a balance between authenticity and modern usability. These choices honor the home's historic character while meeting the functional and experiential expectations of today's guests.

Overall, the preservation approach retains the original room layouts at the front of the home, celebrating the scale and charm of the Queen Anne architecture. Sensitive updates at the rear accommodate a light commercial kitchen and code-required public restrooms while maintaining respect for the building's historic elements. Throughout the lounge areas, freestanding

banquette seating will be strategically placed to maximize capacity while maintaining efficient guest and service circulation. The banquette benches will be treated as movable furniture pieces and not built into the home. Additionally, replica wainscoting, modeled after the corridor's original detailing, will be installed in seating areas and along the front of each bar. These elements will create a cohesive visual language, honor the historic interior, and act as protective buffers without compromising the original trim or character-defining features.

In the remaining rooms, unique shapes of the bars are organized by the goal of making minimal alterations to the home. For example, the double-sided wine and cocktail bar configuration, while requiring the creation of a larger opening in one wall, allows for the consolidation of shared equipment, resulting in fewer water lines and mechanical interventions overall. This strategy reduces the number of required wall penetrations and minimizes the impact on the historic structure. The new openings will be finished with cohesive trim casework, which also offers the opportunity to optimize sight lines through the mixed-purpose spaces from the corridor.

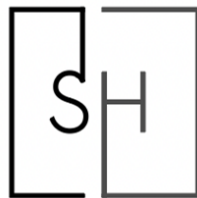
The second floor, which will be closed to the public, will house essential staff facilities and storage. One bedroom is proposed for use as a storage room for dried goods, cases of wine, and spare glassware, while the other will serve as a modest employee office and break area with lockers and a staff restroom (if permitted).

Lastly, accessibility considerations are carefully integrated throughout the project. A new ADA-compliant ramp, thoughtfully located near the rear parking lot, minimizes visual impact on the historic façade while offering seamless access to the home. A connecting brick paver path along the east side links the rear entry to the front patio, eliminating the need to travel through the house or return to the public sidewalk. Inside, the cocktail lounge counter has been designed at 34" height to ensure full ADA compliance for all guests.

Together, these updates ensure the Sloan House is preserved, reimagined, and ready to welcome a new generation of guests and community life.

Note on Attached Video Representation

The included video offers a conceptual representation of the proposed design and spatial flow. While it reflects the intent and character of the project, certain details may not be fully accurate to the final built design, or may change during development.

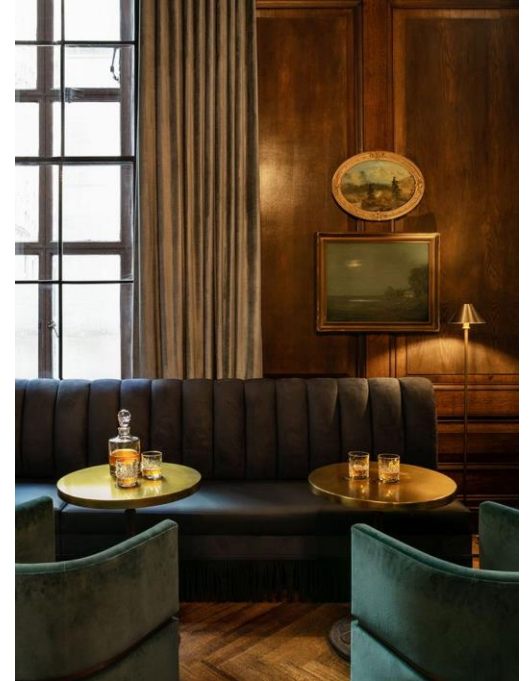


Sierra Holland LLC
hello@sierrahollanddesign.com
971.378.2406

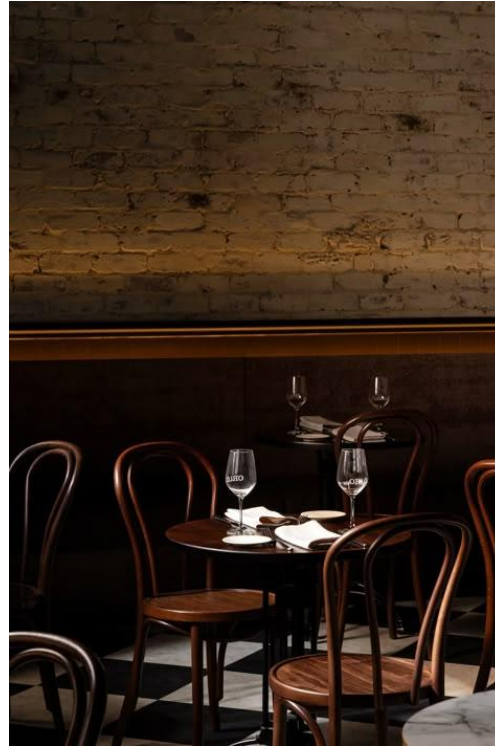
Sloan House Proposal

Sloan House
Davidson, NC

Banquette Seating Details



Furniture Arrangements



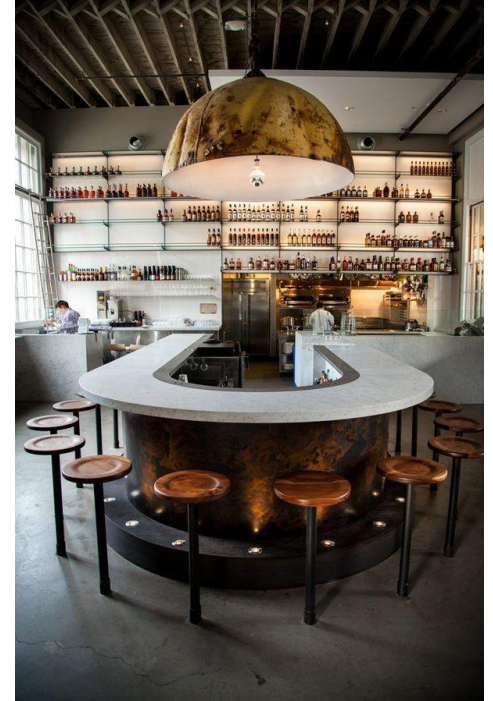
Partitions + W.C.s



Bar Details



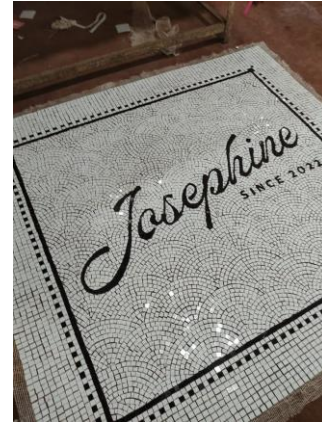
Open Kitchen



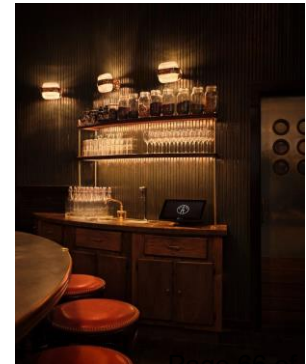
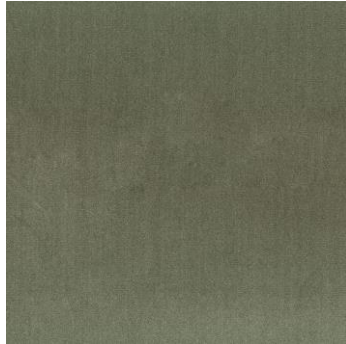
Optional Addition



Butterfly - Hallway



Dogwood Tapas "Dining Room"



Honey Bee Tapas Bar



"Long-Leaf Pine" Wine Bar Lounge

[Gubi Stay Lounge Chair 2-Toned Upholstery](#)



Tassel Pouffe / Low Back Chair



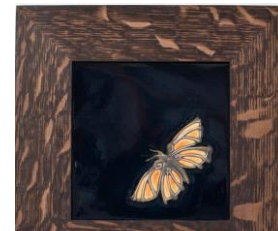
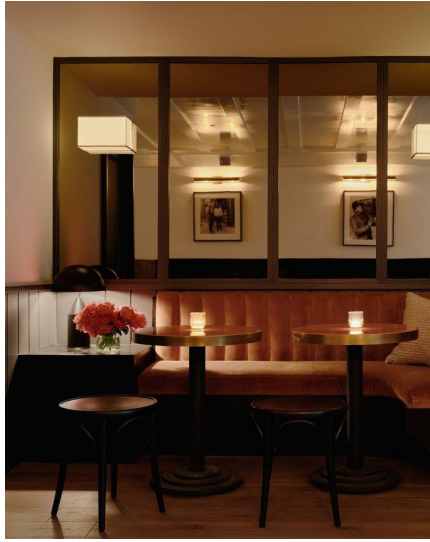
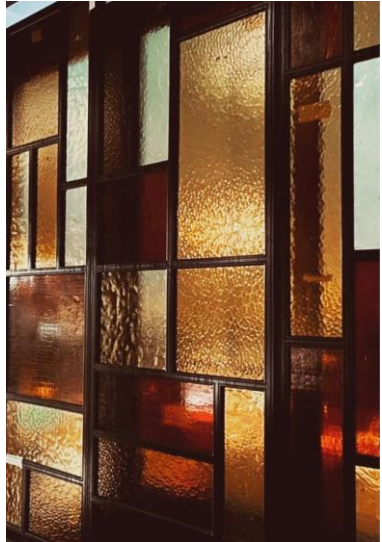
[3Ds Max Files Available Here](#)



- Wine Bar



- Cocktail Bar





"Cotton" Bathrooms



Lighting Selections

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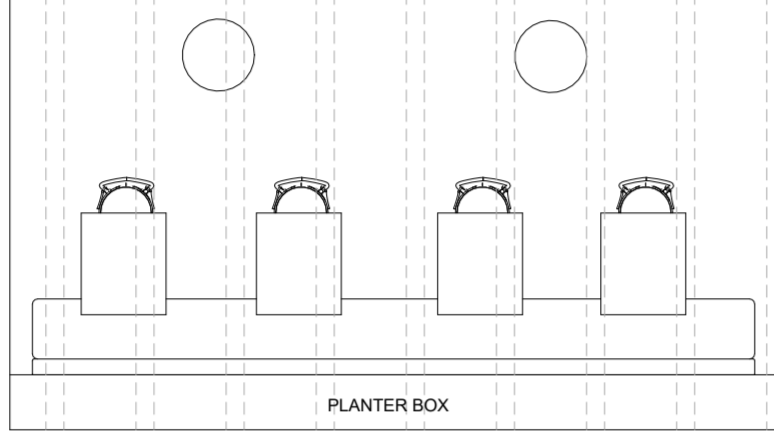
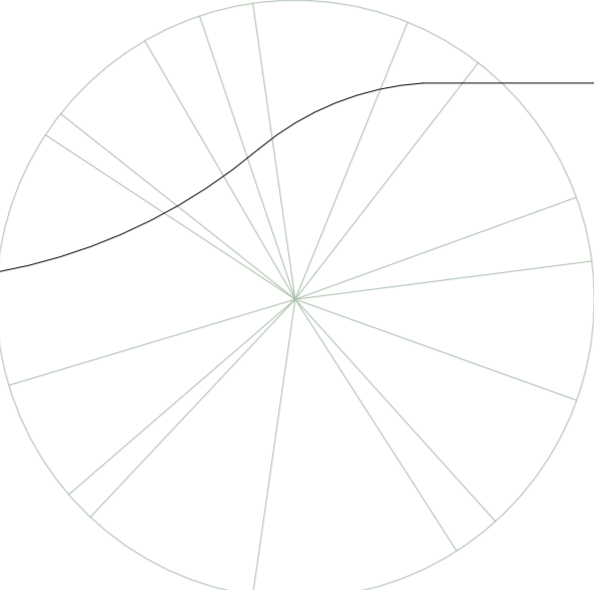




PARKING LOT
W. ADA SPACE

ADA RAMP

STAIRS TO DECK



PLANTER BOX

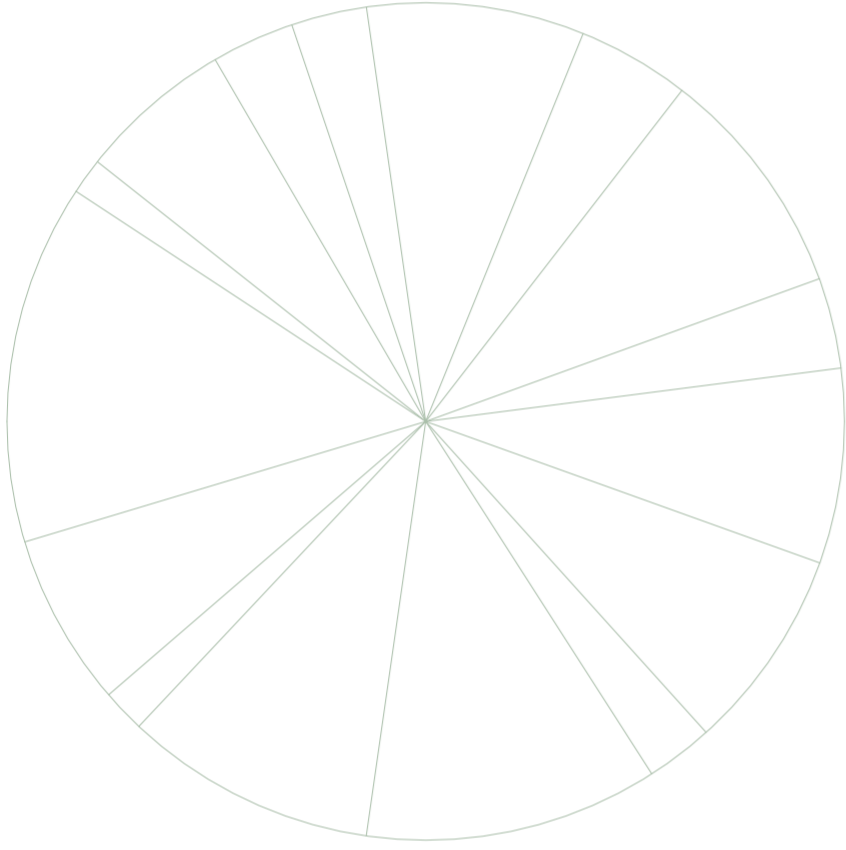
ADA RAMP

BACK DECK

ADA W.C.

W.C.

MOP CLOSET



KITCHEN

BACK ENTRY

COCKTAIL LOUNGE

TAPAS BAR

WINE BAR

DINING ROOM

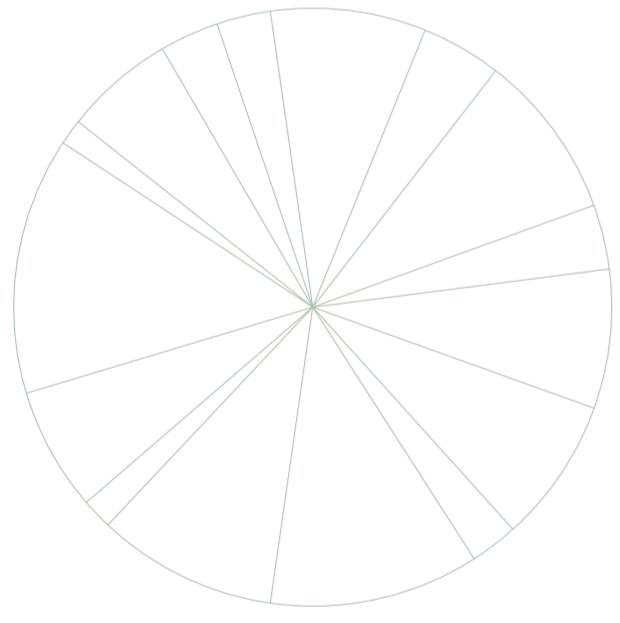
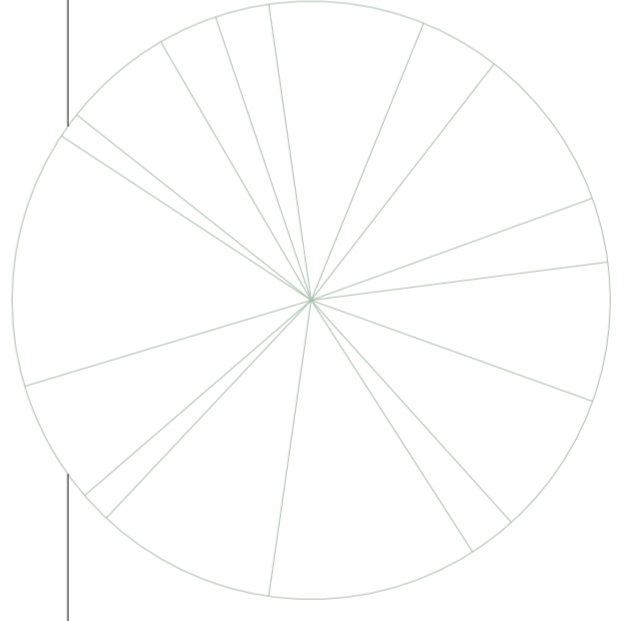
FRONT ENTRY

WINE LOUNGE

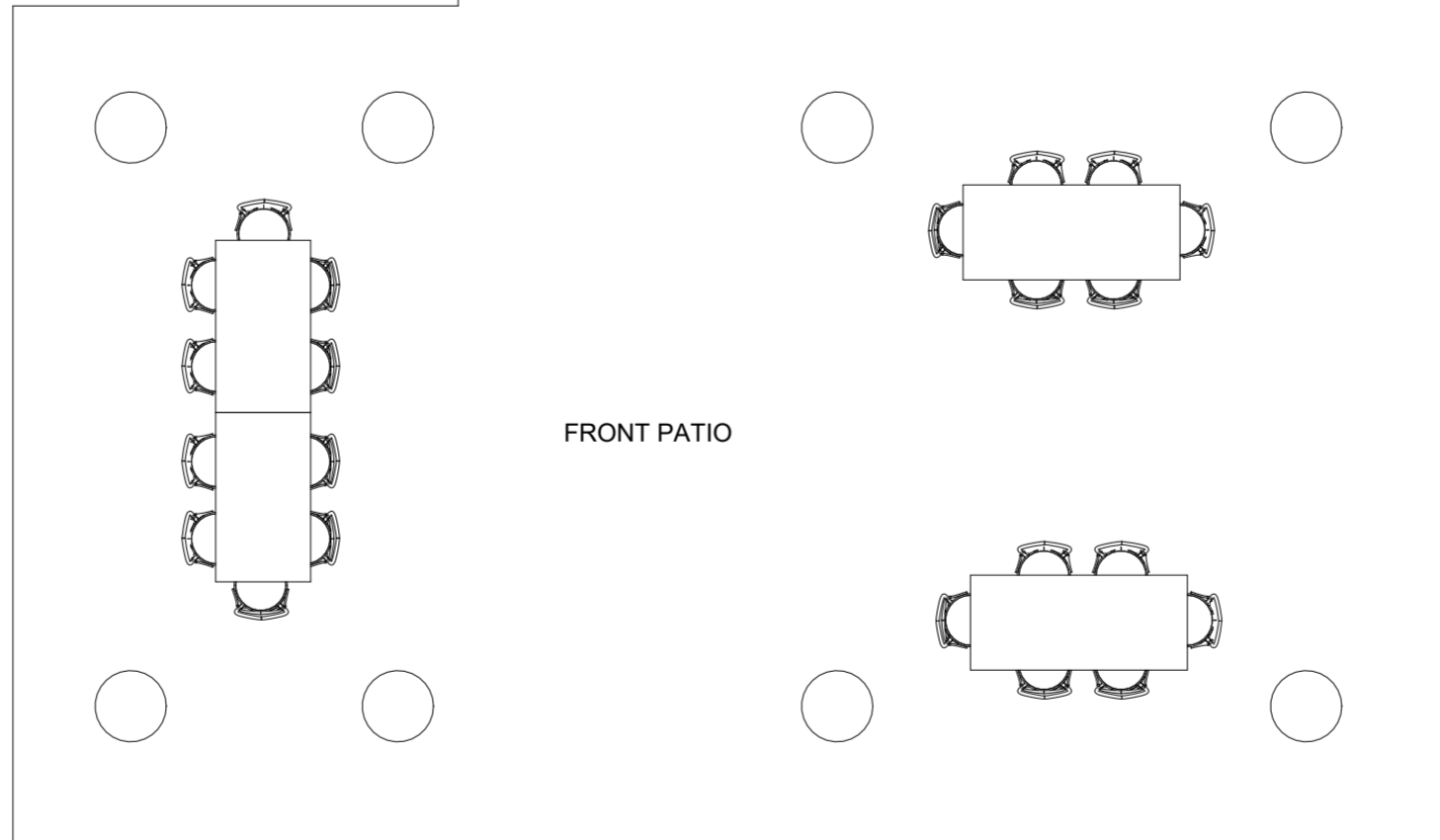
SIDE PORCH

FRONT PORCH

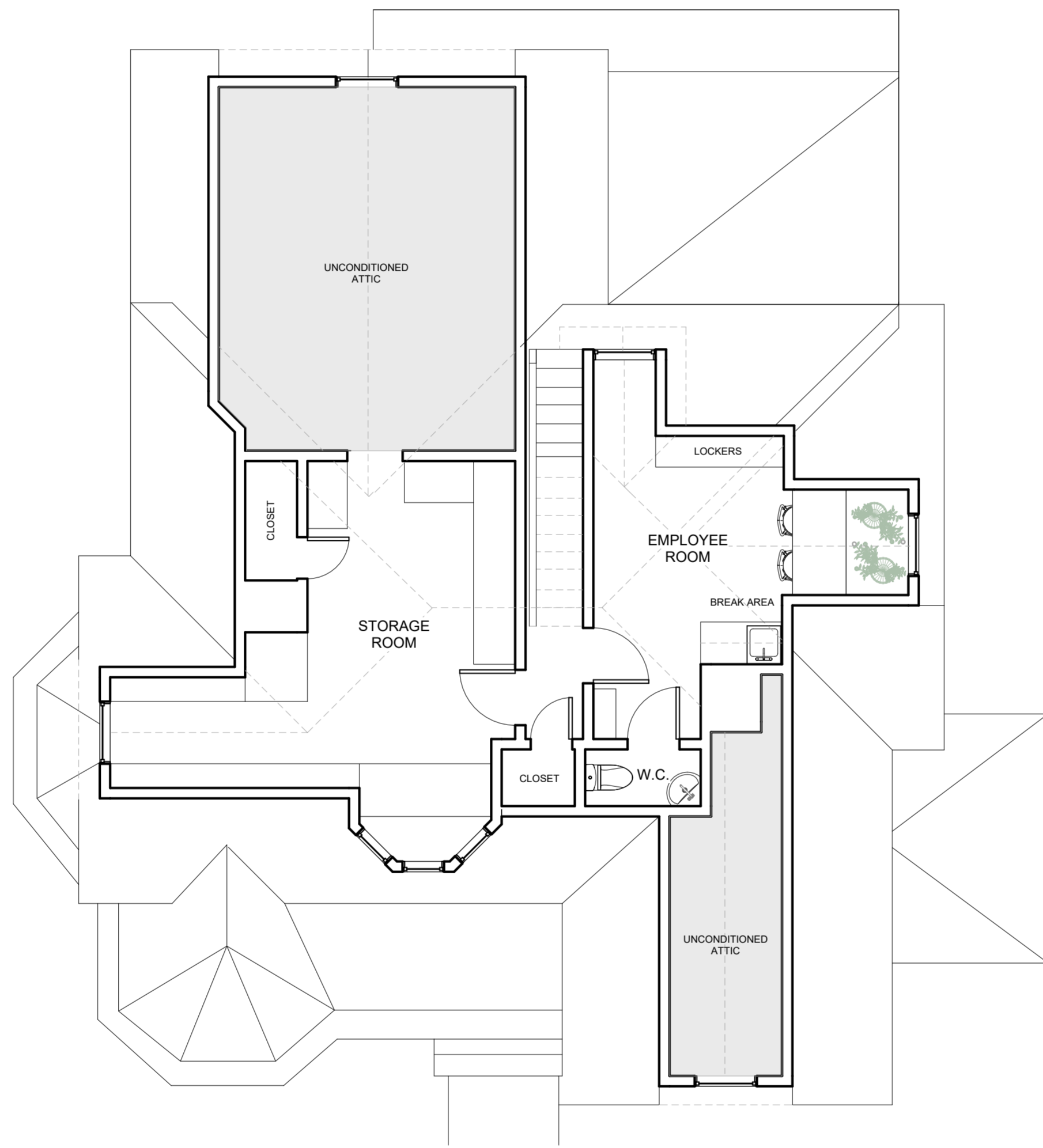
BRICK PAVEMENT PATH



PATIO CAPACITY: 22
PORCH + DECK CAPACITY: 16
FIRST FLOOR: 40
TOTAL GUEST CAPACITY: 78



FRONT PATIO



① Second Floor Proposed Plan
3/16" = 1'-0"

Our Experience

The Historic Sloan House, LLC is supported by team members with proven experience in preserving and adaptively reusing historic buildings in North Carolina. Notable examples include:

Armour-Adams House

Davidson, NC

Originally built in 1901, the Armour-Adams House is a designated local landmark and a contributing structure to Davidson's local Historic District. This historic residence was restored and while preserving its Queen Anne-style architectural features. The project required careful structural stabilization, restoration of historic woodwork and leaded glass, and coordination with local and state preservation authorities.

Sitton-Whiteside Homeplace

Bryson City, NC

This multi-structure property showcases the evolution of rural architecture in western North Carolina, including Boxed-Construction (c. 1920), Southern Bungalow (c. 1935), and Depression-era Pole Barn (c. 1935). Each structure was preserved to maintain original design, workmanship, and setting. The restoration honored the legacy of the Sitton and Whiteside families and highlighted the cultural and architectural heritage of the Swain County area. This work emphasized not just individual restoration, but the preservation of a historic homestead as a whole.

[Full Survey & Research Report available upon request]

Historic Clock Tower Building

Statesville, NC

Currently under development, the Clock Tower Building is a pivotal structure in the Statesville Commercial Historic District and is listed on the National Register of Historic Places. The project aims to bring the three-story, 15,000-square-foot building—capped by a distinctive mansard clock tower—into full occupancy. With windows on all four sides, the space is being thoughtfully designed to accommodate upper-floor residential apartments while respecting the building's historic integrity. This project reflects a commitment to both architectural preservation and downtown revitalization in Statesville.

201 West Broad Street

Statesville, NC

Located in the heart of downtown Statesville, this historic commercial structure is currently undergoing restoration. Each of the three floors, approximately 5,000 square feet in size, is being redeveloped to support new use while preserving the architectural integrity

of the building. The structure features windows on all four sides and includes a partial basement, making it a strong candidate for upper-floor residential redevelopment. As part of the Statesville Commercial Historic District and listed on the National Register of Historic Places, this project contributes to the revitalization efforts of downtown and demonstrates our continued investment in historically significant properties.

102 & 104 South Main Street – The Soda Shop

Davidson, NC

Located just steps from the Sloan House, The Soda Shop occupies a pair of historic storefronts in the heart of downtown Davidson. The restoration of these two properties—both contributing structures to the Davidson Historic District—is currently underway. The project focuses on preserving original architectural details while updating interior infrastructure for continued commercial use. Once complete, the buildings will maintain their role as an iconic gathering spot and reinforce the character and walkability of Main Street.

112 W. Virginia Avenue – Central Drug & Soda Shop

Bessemer City, NC

The restoration of this iconic Main Street property—formerly Central Drug and Soda Shop—is currently underway. As a long-standing community fixture, this building holds deep historic and cultural significance in Bessemer City. The project includes the preservation of original storefront elements, interior architectural details, and signage while preparing the space for a new commercial life. This effort reflects the broader revitalization of Bessemer City's historic downtown and the value of maintaining its architectural identity.

Additional documentation and imagery of past work can be provided upon request or during the interview phase.



AGENDA MEMO

To: Davidson Board of Commissioners

From: Douglas Wright, Project Manager

Date: August 12, 2025

Re: Consider Approval of 2025 Resurfacing Project Contract

ITEM SUMMARY/OVERVIEW

The 2025 resurfacing project will take place in the East Davidson area, with most streets being in the River Run neighborhood. Formal bids were received and Carolina Curb & Gutter was the low bid for \$582,068.50. This amount is within budget and staff recommends approval.

2025 is the last year of the 5-year resurfacing plan. A third-party evaluation of all town-maintained streets will be conducted when work is complete and a new 5-year plan will be developed.

ACTION/PROPOSED MOTION

Motion to Approve the 2025 Resurfacing Project Contract.

RELATED TOWN GOALS

Strategic Plan Alignment

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

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.

Citizens need to move easily throughout the town and region, so government will provide a variety of options, such as sidewalks, bike paths, greenways, connected streets, and transit.

NEXT STEPS

If the 2025 Resurfacing Contract is approved, communication to residents and road work will

start in August 2025.



Consider Approval of the 2025 Resurfacing Contract

Doug Wright
Project Manager
August 12, 2025

www.townofdavidson.org

Five-Year Resurfacing Plan

PAVEMENT SURVEY



BUDGET



FIVE YEAR PLAN

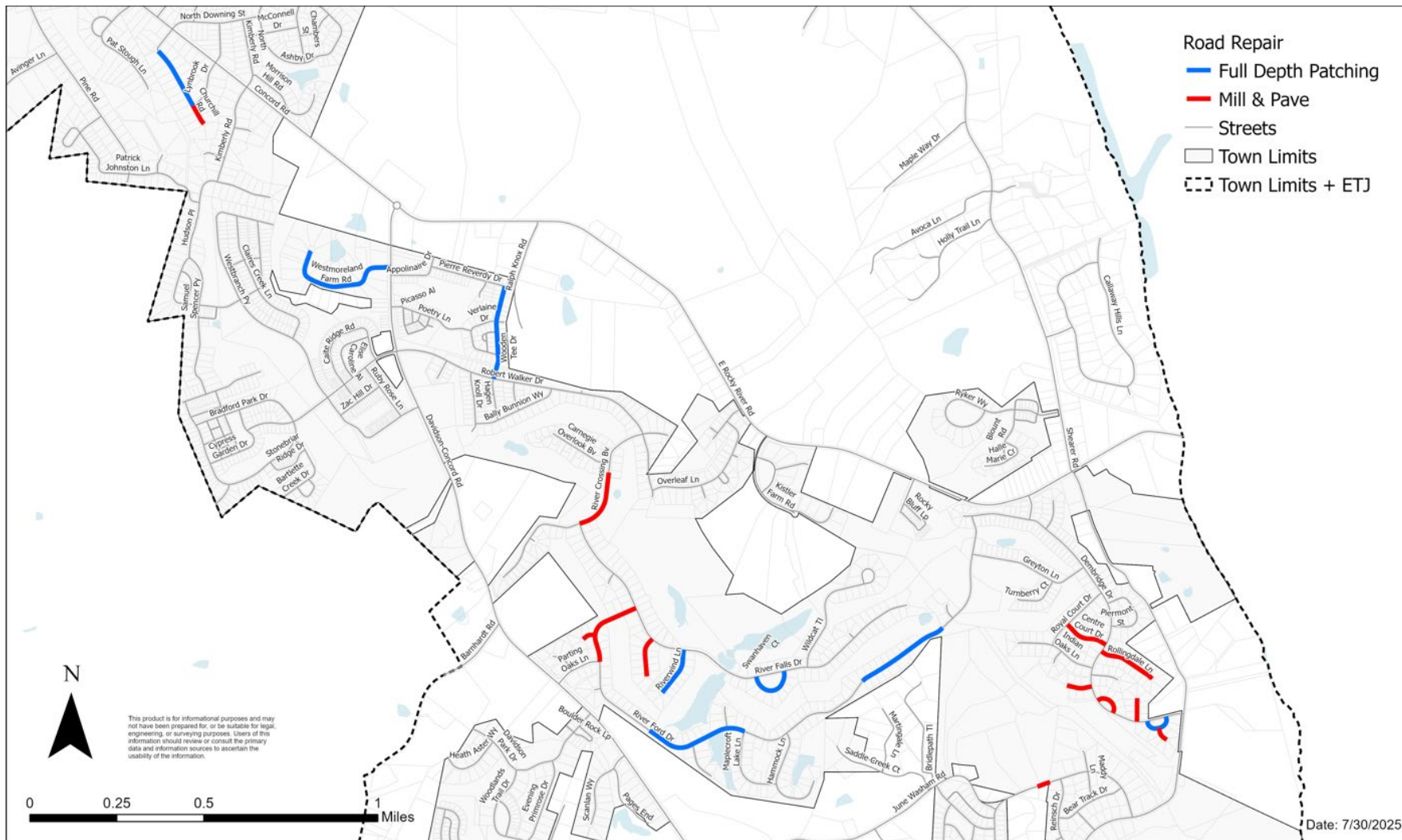


PAVEMENT SURVEY

Pavement Survey January 2021

The Town of Davidson's street system is in "Good" condition with an overall weighted average value of 85.4. This is an increase from 75.6 since the 2014 Pavement Condition Survey. This overall condition rating is slightly above average when compared to other municipalities. To put this figure in perspective, the estimated weighted value for NC municipalities is approximately 80.

Year 5 - East Region



Bidding - Formal

- 7-day advertisement
- Carolina Curb & Gutter low bid \$582,068.50 (includes 5% Contingency)
- Contract Completion Date October 17, 2025

Budget

Revenue

- \$82,068 General Fund
- \$564,674 Powell Bill Fund (Gas Tax Revenue)
- \$646,742 Total

Expenses

- \$64,674 Engineering
- \$582,068 Resurfacing
- \$646,742 Total



NEXT STEPS:

- If the contract is approved, work can start in August, with a Contract Completion Date of October 17, 2025.
- Conduct a pavement condition survey to develop new 5-year plan.

MOTION:
Motion to Approve the 2025
Resurfacing Contract



Small Construction Agreement with Carolina Curb & Gutter LLC

<p> Town of Davidson</p> <p>Company address a municipal corporation of the State of North Carolina</p> <p>Company ID no. -</p> <p>Hereinafter referred to as Town</p>	<p> Carolina Curb & Gutter LLC</p> <p>Company address 125 Gibson Ct, Dallas, NC 28034</p> <p>Company ID no. 861210542</p> <p>Hereinafter referred to as Service Provider</p>
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This Contract for Small Construction (this “Contract”) is entered into this August 19, 2025 (“Effective Date”) by and between the **Town of Davidson**, a municipal corporation of the State of North Carolina, (the “Town”) and Carolina Curb & Gutter LLC (the “ Service Provider ”), located at 125 Gibson Ct, Dallas, NC 28034.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of the Service Provider.** The Service Provider agrees to provide Request for Bids and Contractor's Response to Request for Bids included in Exhibit 1 services (the “Services”) as more particularly described in “Scope of Services” attached hereto and incorporated herein by reference as **Exhibit 1**.

This Contract incorporates by reference the construction design drawings, plans and specifications, described as follows, which will govern the Services and/or Goods to be provided by the Service Provider: Request for Bids and Contractor's Response to Request for Bids included in Exhibit 1 .

The Town and Service Provider recognize that time is of the essence to this Contract and that the Town will suffer financial loss if the work is not completed within the times specified herein. Both parties also recognize the delays, difficulties and expense involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Town if the Work is not completed on time. Accordingly, in lieu of requiring such proof, the Town and Service Provider agree that as liquidated damages for delay (but not as penalty) the Service Provider shall pay to the Town for each day in excess of the term allowed for completion of the Work, the sum of \$ 1000 as liquidated damages.

The term of this Contract shall be from the Effective Date August 19, 2025 to October 18, 2025.

This Contract does not grant the Service Provider the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Service Provider (or not at all) at the discretion of the Town .

The Service Provider shall begin the Services immediately upon issuance of a written notice to proceed. The Service Provider agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Service Provider represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services ; (ii) it will provide the 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 Services ; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of the Town. The Town hereby agrees to pay to the Service Provider for the faithful performance of this Contract as follows ("Contract Price"):
 - 2.i. Service Provider's Fee \$
 - 2.ii. Total Not to Exceed \$ 582068.50
3. The Town's Project Coordinator. Douglas Wright, Project Manager, 704-892-7591, is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Service Provider's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Primary Client Contact for the Service Provider. Theodore Adam Snelson , , asnelson@carolinacurb.com, is designated as the Primary Contact for the Service Provider. The Primary Contact is fully authorized to act on behalf of the Service Provider in connection with this Contract.
5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town at ap@townofdavidson.org or PO Box 579, Davidson, NC 28036. The Town will not pay in advance without the prior approval of the Town's Finance Director. The Service Provider to submit invoices on the following schedule:
Monthly on the 1st.
6. Standard Terms and Conditions. The Service Provider agrees to the Standard Terms and Conditions set forth as **Attachment A** attached hereto and incorporated herein by reference.
7. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

IN WITNESS WHEREOF, the Town and the Service Provider have executed this Contract on the day and year first written above.

Full name
Town of Davidson (Approved as to Form by Town Attorney)

On behalf of
Town of Davidson

Email
karen@bwsnclaw.com

IP Address
 -

Signature will appear here

Full name
Theodore Adam Snelson (President)

On behalf of
Carolina Curb & Gutter LLC

Email
asnelson@carolinacurb.com

IP Address
 -

Signature will appear here

Full name
Pieter Swart (This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. Finance Director)

On behalf of
Town of Davidson

Email
pswart@townofdavidson.org

IP Address
 -

Signature will appear here

Full name
James E. Justice (Town Manager)

On behalf of
Town of Davidson

Email
jjustice@townofdavidson.org

IP Address
 -

Signature will appear here

Attachment A

Standard Terms and Conditions

1. Contract Documents. The Service Provider’s execution of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for qualifications), and (iv) any other terms and conditions of a written agreement signed by the Service Provider and the Town that deals with the same subject matter (collectively, the “Contract Documents”). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between the Service Provider and the Town with respect to the purchase by the Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the “Contract.” In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in the Service Provider's quotation, acknowledgment, invoice, or in any other communication from the Service Provider to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town’s authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.



2. Compliance with All Laws; Use of Federal Funds. The Service Provider warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of the Service Provider to proceed may be terminated immediately by written notice if the Town determines that the Service Provider, its agent or another representative, has violated any provision of law. Without limiting the foregoing, If the source of funds for this Contract is federal funds, then the Service Provider agrees to comply with the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
3. Nondiscrimination. During the performance of the Contract, the Service Provider shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
4. Conflict of Interest. The Service Provider represents and warrants that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. the Service Provider shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
5. Gratuities to the Town. The right of the Service Provider to proceed may be terminated by written notice if the Town determines that the Service Provider, its agent or another representative offered or gave a gratuity to an official or employee of the Town in violation of policies of the Town.
6. No Kickbacks to the Service Provider. The Service Provider shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Service Provider has grounds to believe that a violation of this clause may have occurred, the Service Provider shall promptly report to the Town in writing the possible violation.
7. E-Verification. The Service Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
8. Indemnification/Hold Harmless. The Service Provider shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Service Provider's failure to comply with any applicable law, code, ordinance, regulation, or industry standard, or (b) arising as a result of negligence and/or intentional acts by the Service Provider, its employees, agents, subcontractors and/or lower-tier subcontractors. In the event the Service Provider, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the Town in the performance of the Contract Documents, the Service Provider agrees that it will hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
9. Insurance. Unless such insurance requirements are waived or modified by the Town, the Service Provider certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile - the Service Provider shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Service Provider shall maintain commercial general liability insurance that shall protect the Service Provider from claims of bodily injury

or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to the Service Provider, the Service Provider shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Service Provider shall also provide any other insurance or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Service Provider to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Service Provider or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

10. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) days' notice in writing from the Town to the Service Provider. If the Contract is terminated by the Town in accordance with this paragraph, the Service Provider will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract.

11. Termination for Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Service Provider. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Service Provider shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.

12. Contract Funding. It is understood and agreed between the Service Provider and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Service Provider receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. The Town shall not be liable to the Service Provider for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

13. Improper Payments. The Service Provider shall assume all risks attendant to any improper expenditure of funds under the Contract. The Service Provider shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Service Provider shall make such refunds within 30 days after the Town notifies the Service Provider in writing that a payment has been determined to be improper.

14. Contract Transfer. The Service Provider shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.

15. Contract Personnel. The Service Provider agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.

16. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Service Provider.

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

18. Advertisement. The Contract will not be used in connection with any advertising by the Service Provider without prior written approval by the Town.

19. No Pre-Judgment or Post-Judgment Interest. In the event of any action by the Service Provider for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Service Provider specifically waives any claim for interest.
20. Background Checks. At the request of the Town's Project Coordinator, the Service Provider (if an individual) or any individual employees of the Service Provider shall submit to the Town criminal background check and drug testing procedures.
21. Confidential Information. the Service Provider shall safeguard and protect Sensitive and Confidential Information of the Town, including all information pertaining to program participants and attendees, in accordance with all applicable laws and regulations and consistent with information security best practices. "Sensitive and Confidential Information" means any of the following: "Personal Information" under the North Carolina Identity Theft Protection Act of 2005, confidential "personnel information" under in the State Personnel Act, "Protected Health Information" under the Health Insurance Portability and Accountability Act (HIPAA), student "education records" under Family Educational Rights and Privacy Act (FERPA), "customer record information" under Gramm Leach Bliley Act (GLBA), "card holder data" under the Payment Card Industry Data Security Standard (PCI-DSS) and the Payment Application Data Security Standard (PA-DSS), and any information protected from disclosure under the North Carolina Public Records Act. If the Service Provider becomes aware of a confirmed or suspected exposure of Sensitive and Confidential Information of the Town, then the Service Provider shall notify the Town as promptly as possible.
22. Intellectual Property. The Service Provider agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
23. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
24. No Third-Party Benefits. The Contract shall not be considered by the Service Provider to create any benefits on behalf of any third party. The Service Provider shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
25. Force Majeure. If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.
26. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
27. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Service Provider hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. the Service Provider may not assign, pledge, or in any manner encumber the Service Provider's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
28. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

Additional Standard Terms and Conditions for Construction Contracts

1. **Supervision and Provision for Labor and Supplies.** The Service Provider will supervise and direct the construction work (the "Work") and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.
2. **Coordination of Work and Notification of Progress.** The Service Provider agrees to coordinate its Work with the work of any other separate contractors or with the work of Town's own forces to avoid delaying or interfering with their work. Service Provider shall enforce good order and discipline among his employees and subcontractors on the Project. The Service Provider further agrees to inform Town on a regular basis or at Town's request of the progress of the Work.
3. **Provision for all Permits, Licenses, and Inspections.** Unless otherwise provided, the Service Provider shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.
4. **Cleanliness.** Service Provider shall keep the Project reasonably free from waste materials or rubbish resulting from the Service Provider's operations.
5. **Additional Warranties.** The Service Provider warrants that the Service Provider has visited the location of the Project and is familiar with all field conditions bearing upon the Service Provider's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work is non-negligent and meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Service Provider further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date Town accepts the Work or such date as the Service Provider actually completes all the Work (the "Date of Completion"). During such period, the Service Provider will remedy at Service Provider's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from Town.
6. **Indemnity for Subcontractor Payment.** In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Service Provider further agrees to defend and indemnify Town from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Service Provider's failure to pay subcontractors or materials suppliers.
7. **Change Orders.** The Service Provider agrees that Town may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by Town Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Service Provider's overhead.
8. **Performance/Payment Bond.** If required by law and/or the bidding documentation, the Service Provider agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to Town.
9. **Payments Withheld.** The Town may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Town is provided by the Service Provider; (3) failure of the Service Provider to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance

with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Service Provider to submit the required information on minority business enterprises; and (8) failure of the Service Provider to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 et seq.), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.

10. Retainage. For public construction contracts costing an amount equal to or greater than \$100,000, the Town will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the Town may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The Town specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Service Provider may pay each subcontractor no later than seven days after receipt of payment from the Town and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Service Provider on account of the subcontractor's portion of the Work. The Service Provider shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.

11. The Service Provider shall use and submit applications for payment using a form reasonably satisfactory to Town ("Application for Payment"). The Contractor shall submit with each Application for Payment a completed "Statement of Sales Tax Paid" and "Minority Business Enterprise" documentation in a form acceptable to Town.

ADVERTISEMENT FOR BIDS

SEALED BIDS for the furnishing of necessary materials and construction of

2025 Annual PAVING PROGRAM FOR THE TOWN OF DAVIDSON, NORTH CAROLINA

The proposed work consists of:

Pavement resurfacing and improvements to include milling, patching, crack sealing, pavement marking, paving and traffic control on streets in Davidson, North Carolina.

Bidding Documents will be available on June 23, 2025. The Bidding Documents, including Drawings and Project Manual with Specifications, can be picked up at Davidson Town Hall 251 South Street Davidson North Carolina or a obtained digitally from the Town's Authorized Design Consultant:

Dieter Crago, CEI Senior Project Manager

Dieter.crago@stvinc.com

Mobile: 704-728-2117

Sealed bids can be hand delivered to Davidson Town Hall, 251 South Street., Davidson, NC beginning July 8, 2025 addressed to Mr. Doug Wright, Project Manager, they can also be hand delivered at the time of the bid opening to be held at 2:00 pm Thursday July 10, 2025 Davidson Town Hall. No bids will be accepted after 2:00 pm on July 10, 2025.

And at that time and place will be publicly opened and read aloud.

The Town of Davidson, North Carolina reserves the right to reject any or all Bids, and to waive all informalities not involving price, time, or changes



In the work.

Bidders must be licensed contractors
in the State of North Carolina.

By Order of the Town Commission of
the Town of Davidson, North Carolina

IPL0250380

Jul 2 2025

[<< Click here to print a printer friendly version >>](#)

TOWN OF DAVIDSON 2024 RESURFACING PROJECT
Bidders of Record

	Name	Company	Phone No.	Email Address	Date	Comment	Addendum 1	Bid Amount
1	Larry McCarley	Blythe Construction	704-395-3249	larry.mccarley@blythecconstruction.com	6/23/2025	Electronic.	✓	785,670.38
2	Velbor Mijanovic	Blythe Development	704-588-0023	vmijanovic@blythe.us	6/23/2025	Electronic		
3	Jim Littleton	Red Clay Industries	704-523-1018	jlittleton@redclayindustries.com	6/23/2025	Electronic	✓	654,024.32
4	Sean Cardova	Abenethy Constracing	704-910-4264	sean.cordova@abenethygroup.com	6/23/2025	Electronic	✓	728,926.87
5	Adam Snelson	Carolina Curb& Gutter	704-418-1082	asnelson@carolinacurb.com	6/26/2025	Electronic	✓	582,068.1
6	Tate Osborne	OnSite Development	704-668-1043	Tosborne@onsitedevllc.com	7/3/2025	Electronic	✓	778,783.
7								
8								
9								
10								

* Elec. Sent Electronic Copy



EXHIBIT 1

Scope of Work



**Town of Davidson
2025 Resurfacing Project
Contract**

REQUEST FOR BIDS

FOR

The Town of Davidson, North Carolina 2025 Resurfacing Project

SCOPE OF WORK

Pavement resurfacing and improvements to include milling, patching, pavement marking, paving, subgrade repairs and traffic control on streets in Davidson, North Carolina

Streets to include: See attached list of streets and description of work to be performed.

NOTICE TO BIDDERS

Sealed proposals for this work will be received up to **2:00 PM, on July 10, 2025**

Bids can be delivered to Davidson Town Hall, 251 South Street, Davidson, NC beginning Wednesday, July 8, 2025 and delivered to the reception area or hand delivered at the time of the bid opening at 2:00 pm on Thursday, July 10, 2025 at Davidson Town Hall. No bids will be accepted after 2:00 pm on July 10, 2025.

Address Bid Package to:

Mr. Doug Wright, Project Manager
Davidson Town Hall
251 South Street (PO Box 579)
Davidson, NC 28036
704-940-9625

Complete plans and specifications and contract documents can be obtained digitally from the Town's **Authorized Design Consultant:**

STV Engineers, Inc.
900 W. Trade Street, Suite 715
Charlotte, NC 28202
CONTACT: Dieter Crago / dieter.crago@stvinc.com / 704-728-2117

Bidders must be properly licensed under North Carolina state law to perform the work. A 5% bid security is required for each bid that equals or exceeds \$1,000,000.00

The estimated cost for this project is \$600,000.00.

The Town of Davidson reserves the right to reject any and all bids and to waive any informalities or technicalities as it may deem to be in its best interest. No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.



This project is intended to promote diversity, inclusion, and local business opportunities in the Town's contracting and procurement process for minority, women and small businesses.

Please note on the envelope – **Bid Proposal: Attn: Mr. Doug Wright, Project Manager
Town of Davidson 2025 Resurfacing Project**

For information regarding the Invitation to Bid, contact:

Dieter W. Crago, Senior CEI Project Manager
STV Engineers, Inc.
215 Hawkins St
14th Floor
Charlotte, NC 28203
704-728-2117
Dieter.crago@stvinc.com

Please submit questions or inquiries at least seven (7) calendar days before the bid due date. Questions or inquiries past this deadline may not be addressed by the Town prior to the bid due date.

PREBID CONFERENCE

No pre-bid conference is scheduled for this project

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on or before August 4, 2025 and shall fully complete all work hereunder by October 3, 2025.

. If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Should work not be completed by the October 3, 2025 deadline liquidated damages will be assessed in the amount of \$1,000.00 per day until the project is completed.

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work and has satisfied himself relative to the Work to be performed. That the work contemplated and referenced in these documents will be performed in accordance with the 2024 North Carolina Department of Transportation Standard Specifications for Roads and Structures.

BIDDER'S REPRESENTATIONS

Contractor's License

Bidders shall be properly licensed under North Carolina state law to perform the Work specified in the Bidding Documents and per SECTION 102-14 of the 2024 NCDOT Standard Specifications. Bids received from bidders not meeting the applicable Contractor's licensure requirements as required by law and as determined by the Town's Public Works Manager bid may be considered non-responsive and may not be considered for award.

Bidder Qualifications

Bidders must be experienced in the class of work that is proposed who can refer to projects of similar magnitude and scope that have been successfully completed by them within the last three (3) years. Bidder's to whom award of the Contract is under consideration may be required to submit to the Town, upon request, a properly executed Contractor's qualification statement. The Town reserves the right to request any and all such qualification information from Bidder's to evaluate the bidder's qualifications. The Bidder's failure to submit the requested Qualifications Statement within the timeframe specified by the Town may be grounds for bid rejection.

Site Investigation and Conditions Affecting the Work

By submitting a bid, Bidders certify to have carefully examined the Project site and familiarized themselves with the existing conditions on the project, affecting the cost and execution of the work as described in Section 102-6 of the NCDOT Standard Specifications.

BIDDING PROCEDURES

The Project Manual

The project manual is the bidding document and shall not be altered.

Addenda

Addenda will be published and issued to all bidders of record. All addenda shall become part of the Contract Documents whether or not received or acknowledged by the Bidder.

Bid Form

Bidders shall complete and submit the "BID FORMS AND SUPPLEMENTS" of the project manual in its entirety for bid consideration. Bidders shall submit Bids using bid form provided in the bidding documents. The Bid Form must be completed in its entirety with all entries including signatures written legibly in ink. Unit prices shall be entered where required and applicable. Incomplete Bid Forms shall be subject to rejection at the discretion of the Town.

Rejection of Bids and Disqualification of Bidders

Rejection of Bids and Disqualification of Bidders will be provided in accordance with Sections 102-14 and 102-15 respectively of the 2024 NCDOT Standard Specifications.

Award and Execution of the Contract

Award and execution of the contract will be in accordance with Section 103 of the NCDOT Standard Specification.

The Town will award the contractor contracts conditioned upon funding available for construction and other governmental approvals as may be required.

The Town reserves the right to accept Alternates in any order or combination. The Town further reserves the right to determine the low bidder on the basis of the Total Base Bid with Accepted Alternates.

Forms, Certifications and Execution of Bid

Bidders must complete each form, certification, and the execution of Bid provided the Bidding Documents. Failure to complete and submit the required forms, certifications, and Execution of Bid may be grounds for bid rejection.

Bid Security

A **five-percent (5%)** bid security is required with each bid that equals or exceeds \$1,000,000.00. Bid Bond or Bid Deposit, made payable to the Town of Davidson, must be in accordance with Section 102-10 of the NCDOT Standard Specifications.

POST-AWARD

Bonds and Insurance

For bids equal to or greater than **\$600,000**, the successful bidder shall provide the Town performance and payment bonds each in the amount equal to **one hundred percent (100%)** of the contract amount. Bonds shall be submitted to the Town upon ten (10) calendar days of award of the Contract and shall be in conformance with NC GS 44A-33. Failure to provide acceptable bonds within ten (10) calendar days of award of the Contract shall be just cause for forfeiture of the bid bond or bid deposit and rescinding the award of the Contract. Award may then be made to the next lowest responsive, responsible bidder or the Project may be re-advertised at the Town's sole discretion.

The Contractor shall submit to the Town within three (3) calendar days of recommendation of award of the Contract a certificate of insurance in the minimum amounts required in the Contract Documents.

Pre-Construction Conference

A pre-construction conference will be scheduled as soon as practical after award of the Contract. The Contractor shall attend the pre-construction conference with the prospective project superintendent, any anticipated major subcontractors, and major suppliers. A proposed progress schedule in a form satisfactory to the Construction Manager and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted by the Contractor to the Town. The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or the Contractor's authorized representative in the event of an emergency after normal business hours.

Notice to Proceed

The Town will issue a Notice to Proceed (NTP) to the Contractor upon award and execution of the contract. The Contractor shall not perform any Work prior to the date on which the NTP commences. The Town reserves the right to issue an Administrative Notice to proceed authorizing the Contractor to place orders for products requiring long lead times, or to obtain certain permits prior to beginning any Work. If an Administrative Notice to Proceed is issued, the Contractor shall not perform any Work prior to the date on which the Notice to Proceed commences.

MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

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

No changes shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable.

Substitution of materials, items, or equipment of equal or equivalent design shall be submitted to the owner or engineer for approval or disapproval; such approval or disapproval shall be made by the owner or engineer prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Submission of Bids

Bids shall be submitted in an opaque, sealed envelope, and printed with the following information on the outside of the envelope:

BID FOR: <i>Documents</i>	<u>Town of Davidson 2025 Resurfacing</u> (Enter the Project Name as shown in the Bidding Documents)
BIDDER'S NAME:	<u>Carolina Carb and Gutter LLC</u> (Enter Full Name of Bidder submitting the bid)
PROJECT NUMBER: <i>Bidding Documents</i>	<u>2025 Resurfacing</u> (Enter the Project Number as shown in the Bidding Documents)

All Bids must be delivered prior to the bid opening date and time specified in the Invitation for Bids.

Bidders shall be responsible for the timely delivery of Bids at the bid opening location specified.

BID AWARDS AND REJECTIONS

Bid Opening

Bid Opening will be conducted in accordance with Section 102-13 of NCDOT Standard Specifications.

Rejection of Bids and Disqualification of Bidders

Rejection of Bids and Disqualification of Bidders will be provided in accordance with Sections 102-14 and 102-15 respectively of NCDOT Standard Specifications.

Award and Execution of Contract

Award and execution of Contract will be in accordance with Section 103 of NCDOT Standard Specifications.

The Town will award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required.

The Town reserves the right to accept Alternates in any order or combination. The Town further reserves the right to determine the low bidder on the basis of the Total Base Bid with Accepted Alternates.



Street Listing and Proposed Action

Mill 1.5" & Pave 1.5"

<u>Street</u>	<u>Start</u>	<u>End</u>
River Ford Drive	Parting Oaks	River Falls Drive
River Crossing Blvd	River Falls Drive	19190 River Crossing Blvd.
Rollingdale Lane	Dembridge Drive	Cu-de-sac
Hollybank Path	River Ford Drive	Cul-de-sac
Centre Court Dr.	Dembridge Drive	Royal Court Drive
Copeland Way	Dembridge Drive	Cul-de-sac (Resurface to newer Pvmt. Joint in Cul-de-sac)
Old Arbor Court	Dembridge Drive	Dembridge Drive
Silent Falls Cove	Dembridge Drive	Cul-de-sac
Golden Meadow Ct	Green Knoll Trace	Green Knoll Trace
Elm Row Court	River Falls Drive	Cu-de-sac
Churchill Drive	Cul-de-sac	Lynbrook Drive
June Washam Road	15400 June Washam	NCDOT Maint. ends

Pavement Repair. Patch areas have been premarked with white paint. Patch 3" in 2 layers

- | | | |
|--------------------------|---------------------|--|
| 1. River Ford Drive | Full Depth Patching | 18418 River Ford to Mapelcroft Lane |
| 2. River Ford Drive | Full Depth Patching | 17708 River Ford to 18905 River West Court |
| 3. Churchill Drive | Full Depth Patching | Lynbrook Drive to Downing Street |
| 4. Old Arbor Court | Full Depth Patching | Dembridge Drive to Dembridge Drive |
| 5. Westmoreland Farms Rd | Full Depth Patching | Worst Locations entire segment |
| 6. Green Knoll Trace | Full Depth Patching | East side Dembridge to Dembridge Drive- Location |
| 7. Elm Row Court | Full Depth Patching | River Falls to Cul-de-sac |
| 8. Riverwind Lane | Full Depth Patching | Patch 3' from Curb both sides |
| 9. Swanhaven Court | Full Depth Patching | River Falls to River Falls Drive |
| 10. Wooden Tee Drive | Full Depth Patching | Pierre Reverdy Drive To Robert Walker |

Crack Seal Following locations

1. River Ford Drive 18418 River Ford Drive to Maplecroft Lane
2. River Ford Drive 17708 River Ford to 18905 River West Court
3. Churchill Drive Lynnbrook to Downing
4. River Ford Drive Parting Oaks to River Falls
5. Maplecroft Lane River Ford Drive to Hammock Lane
6. Hammock Lane River Ford Drive to Maplecroft Lane
7. Elm Row Court River Falls to Cul-de-sac
8. Winged Oak Way Rocky River Road to Dembridge Drive
9. Riverwind Lane River Falls Drive to Cul-de-sac
10. Wooden Tee Dr. Robert Walker to Pierre Reverdy Dr.
11. Swan Haven Court River Falls Drive to River Falls Drive

See maps for assorted work areas in rear of contract documents.

These are for reference of work areas and not depicting exact measurements. Maps do not reflect crack sealing, use list of locations.

BID FORMS AND SUPPLEMENTS

PROJECT NAME: Town of Davidson
2025 Resurfacing

PROJECT NUMBER: **2025 Resurfacing -**
REVISED BID FORM

ITEM#	SECT.#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	800	Mobilization	1	LS	14,500	14,500
2	607	Milling Bituminous Asphalt 0-3" Depth	22,690	SY	3.00	68,070
3	610	Asphalt Concrete Surface Course, 9.5B 1.5"	1928	TN	83.5	160,988
4	620	Asphalt Binder Plant Mix	115	TN	710	81,650
5	654	Bituminous Plant Mix, Pvmt. Repair (Patching) Depth 3" Inter/surface	654	TN	175	114,450
6	654	Bituminous Plant Mix, Pvmt. Repair (Patching) Depth to 1.5" Inter/surface	50	TN	135	6,750
7	657	Sealing Existing Pavement Cracks and Joints	6000	LB	9.25	55,500
8	510	ABC Material for Base Repair	50	TN	75	3,750
9	1205-7	4" White/ Yellow Paint Marking Lines	450	LF	2.65	1,192.50
10	1205-7	Thermo Pvmt. Markings 24" White Stop Bar	200	LF	23.5	4,700
11	1205-7	Thermo Symbols	10	EA	190	1,900
12	858	Adjustment of Water Meter/Valve Boxes	2	EA	500	1,000
13	858	Adjustment of Manholes	2	EA	500	1,000
14	1101	Traffic Control	1	LS	38,900	38,900
					Sub Total	554,350.50
		5% Contingency to be used at Town's Discretion	1	LS	27,718	27,718
					Total Bid	582,068.50



COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: Town of Davidson 2025 Resurfacing

Name of Company (Bidder): Carolina Curb & Gutter LLC

The undersigned Bidder hereby certifies and agrees that the following information is correct:

1. In preparing the enclosed bid, the Bidder has considered all bids submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2.
2. For purposes of this certification *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression, or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the Town may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Town to reject the bid submitted with this certification and terminate any contract awarded based on such bid. It shall also constitute a violation of the Town's Commercial Non-Discrimination Ordinance and shall subject the Bidder to any remedies allowed thereunder, including possible disqualification from participating in Town contracts or bid process for up to two years.
4. As part of its bid, the Bidder shall provide to the Town a list of all instances within the past five years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that the Bidder discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

By: 
Signature of Company's Authorized Representative

Title: President

Date: 7-9-25



EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION, AND GIFT BAN CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the Bidder has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Bidder intends to do the work with its own bona fide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

NC General Statute 133-32 prohibits the offer to, or acceptance by, any Town employee of any gift from anyone with a contract with the Town or State, or from any person seeking to do business with the Town of Davidson. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In the event the Bidder is awarded the Contract, execution of the Bid by the Bidder is considered the same as execution of the Contract. Affixing the corporate seal to this document is only intended to verify the officer signing on behalf of the corporation has the authority to do so.

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and hereby proposes to furnish all supervision, labor, equipment, materials and services required to construct and complete the Project in accordance with the Project Manual at and for the Total Amount Bid, excluding any Allowances, such as contingency, which may be used by the Contractor only upon written instructions from the Engineer in accordance with the terms of this Contract.

The undersigned acknowledges receipt of the following addenda (initial next to each addendum):

1: T&T # 2: _____ # 3: _____ # 4: _____ # 5: _____ # 6: _____ # 7: _____ # 8: _____ # 9: _____

Type of Bidder: Sole Proprietor Partnership Corporation Limited Liability Company
(check 1 box) Joint Venture

(if joint venture, complete this "Execution of Bid" sheet for each joint venture company and identify the "Name of Joint Venture" on each sheet)

NAME OF JOINT VENTURE: _____

Company Name: Carolina Curb & Butter LLC

Mailing Address: 125 Gibson Ct

City/State/Zip: Dallas, NC 28034

Phone: 980-222-7500 Email: asnelson@carolinacurb.com

Printed Name: Theodore Adam Snelson Title: President

Signature: Theodore Adam Snelson NC Gen. Contractor License #: 105318

Subscribed and sworn to before me this 10th day of July 2025

Signature of Notary Public Christina Jump Humpal

of Gaston County

State of North Carolina

My Commission Expires: May 21st, 2029





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TIS Insurance Services, Inc. 1900 N. Winston Rd. Suite 100 Knoxville TN 37919		CONTACT NAME: Sandy Hines PHONE (A/C, No, Ext): E-MAIL ADDRESS: shines@tisins.com FAX (A/C, No):	
INSURED Carolina Curb & Gutter LLC 125 Gibson Court Dallas NC 28034		INSURER(S) AFFORDING COVERAGE INSURER A: Donegal Insurance Group NAIC # 13692 INSURER B: Donegal Mutual Insurance Company 13692 INSURER C: Builder's Mutual Insurance Companies 10844 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24/25 GEN

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP9443252	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	1000205291	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Loss assessment \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CXS9443252	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCP108028203	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2025 Resurfacing

The Town of Davidson is additional insured with respect to general liability (ongoing & completed operations), automobile liability and umbrella liability on a primary & non-contributory basis as required by written contract per policy form #s CGD20330515, CGD090360119 & CAD09040716. Umbrella is Follow Form. A waiver of subrogation in favor of the certificate holder applies to general liability, automobile liability, workers compensation and umbrella liability as required by written contract per policy form #s CGD09080519, CAD09040716 & WC000313484. Umbrella is follow form.

CERTIFICATE HOLDER**CANCELLATION**
 Town of Davidson
 P.O. Box 579

Davidson

NC 28036

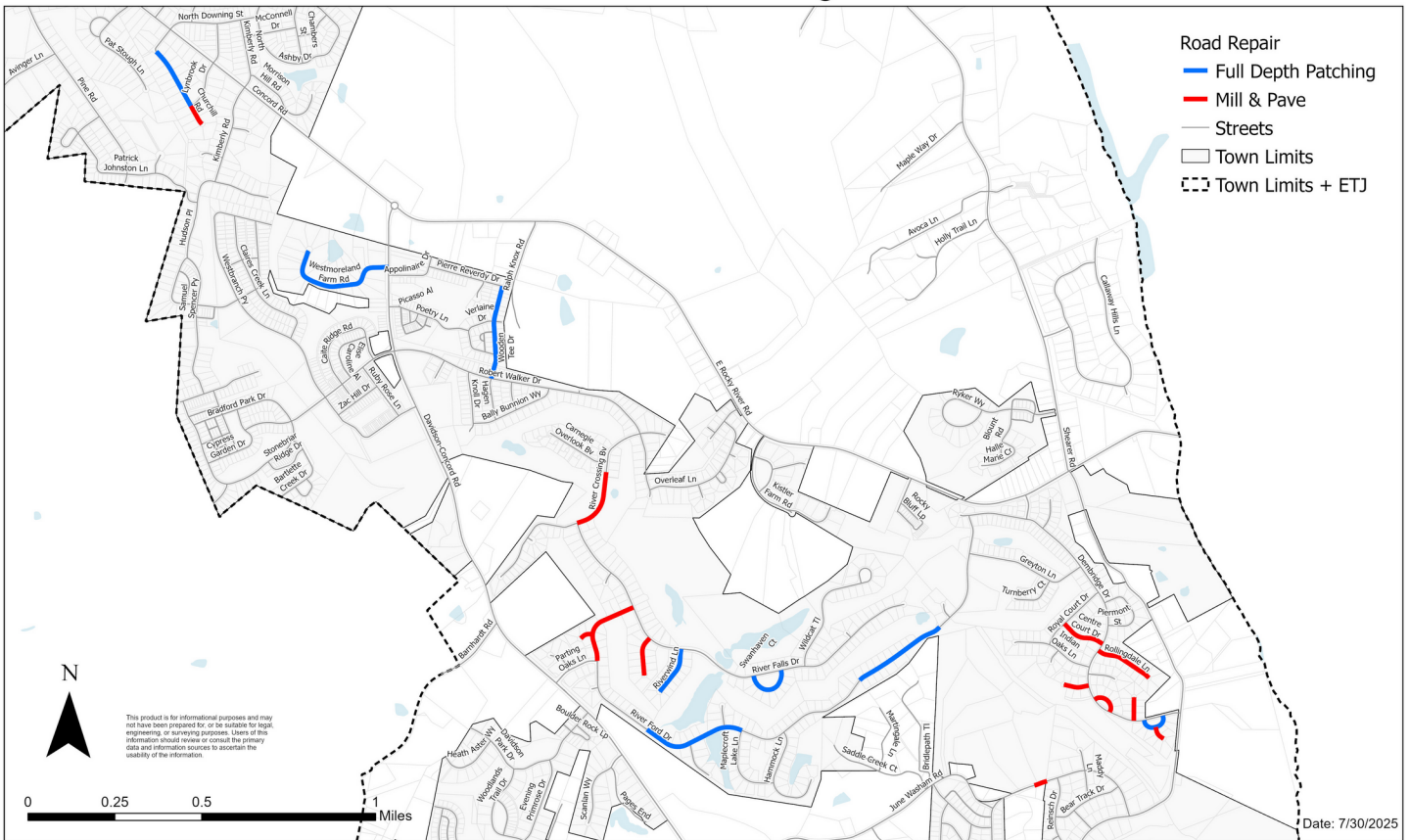
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EAST DAVIDSON Road Resurfacing





AGENDA MEMO

To: Davidson Board of Commissioners

From: Jamie Justice, Town Manager

Date: August 12, 2025

Re: Discuss the Mecklenburg Public Transportation Authority Memorandum of Understanding

ITEM SUMMARY/OVERVIEW

On July 1, 2025, North Carolina Governor Josh Stein signed the Projects for Advancing Vehicle-Infrastructure Enhancements (P.A.V.E.) Act into law. This law would enable Mecklenburg County to place a one-cent sales tax referendum on the November 4, 2025, ballot. If approved by the voters, the revenue from this tax is projected to generate billions of dollars for improvements in rail, roads, and buses, aiming to alleviate traffic congestion in the area as well as improve mobility, regional economic competitiveness, and quality of life. If the November referendum is passed by the voters, the sales tax rate will increase from 7.25% to 8.25% on July 1, 2026.

The P.A.V.E. Act establishes the Mecklenburg Public Transportation Authority (MPTA), a new independent 27-member transit authority, charged with overseeing all public transportation in Mecklenburg County. The P.A.V.E. Act requires that certain actions be taken by the MPTA by January 1, 2026. The creation of this authority and certain actions would be contingent on the approval of a voter referendum authorized by the P.A.V.E. Act. If the voters approve the sales tax, the appointing authorities would need to be able to promptly appoint members to the MPTA to ensure that the MPTA can take action to meet the January 1, 2026 deadline.

This Memorandum of Understanding (MOU) sets out the appointing authorities collectively agreeing and outlining the process by which the creation of an appointment to the MPTA will be made in order to comply with the P.A.V.E. Act. The MOU outlines a proposed schedule regarding the creation of the MPTA as well as additional agreements and processes for the appointment of members to the MPTA.

The Board will be asked to approve the MOU at the August 26, 2025 meeting.

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.

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

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

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

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

Core Values

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

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

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

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

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

Citizens need to move easily throughout the town and region, so government will provide a variety of options, such as sidewalks, bike paths, greenways, connected streets, and transit.

Citizens must live in a healthy environment, so town government will protect watersheds, trees, air quality, and other elements of the town's ecology.

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.

As home to Davidson College, the town will engage the college’s faculty, staff and students in constructive communication and collaboration.

Davidson exists in proximity to and is interdependent with other jurisdictions, so we strive for local, regional, state and federal cooperation.

NEXT STEPS

The town board will be asked to approve the MOU at the August 26, 2025, town board meeting.



Mecklenburg Public Transportation Authority Memorandum of Understanding (MOU)

Jamie Justice
Town Manager
August 12, 2025

www.townofdavidson.org

P.A.V.E. Act

On July 1, 2025, North Carolina Governor Josh Stein signed the Projects for Advancing Vehicle-Infrastructure Enhancements (P.A.V.E.) Act into law.

This law would enable Mecklenburg County to place a one-cent sales tax referendum on the November 4, 2025, ballot. If approved by the voters, the revenue from this tax is projected to generate billions of dollars for improvements in rail, roads, and buses, aiming to alleviate traffic congestion in the area as well as improve mobility, regional economic competitiveness, and quality of life.

If the November referendum is passed by the voters, the sales tax rate will increase from 7.25% to 8.25% on July 1, 2026.

Mecklenburg Public Transportation Authority (MPTA)

The P.A.V.E. Act establishes the **Mecklenburg Public Transportation Authority (MPTA)**, a new independent 27-member transit authority, charged with overseeing all public transportation in Mecklenburg County.

The Authority centralizes planning and operations across Mecklenburg County with a goal of making the integration of CATS, small-town transit services, and future expansions more seamless. CATS assets and operations will be transferred to this Authority, separating transit governance from the City of Charlotte's direct control.

The Town of Davidson will have an appointed representative on the MPTA. With designated seats for towns and state representatives, the Authority is designed to ensure that decisions align with regional priorities and equitable service goals.

Mecklenburg Public Transportation Authority (MPTA)

The P.A.V.E. Act requires that certain actions be taken by the MPTA by January 1, 2026, under section 6.2.

The creation of this authority and certain actions would be contingent on the approval of a voter referendum authorized by the P.A.V.E Act.

If the voters approve the sales tax, the appointing authorities would need to be able to promptly appoint members to the MPTA to ensure that the MPTA can take action to meet the January 1, 2026 deadline.

MOU Among and Between the Appointing Authorities

This Memorandum of Understanding (MOU) sets out the appointing authorities collectively agreeing and outlining the process by which the creation of an appointment to the MPTA will be made in order to comply with the P.A.V.E. Act.

The MOU outlines a proposed schedule regarding the creation of the MPTA as well as additional agreements and processes for the appointment of members to the MPTA.

Key Milestones and Dates

- All the appointing authorities will be asked to review and approve this MOU in the August/September timeframe.
- The application period for candidates for the MPTA would open September 17 and run through November 7.
- Should the referendum be approved, the appointing authorities would make their appointments between November 8 and December 12.
- The MPTA would meet by December 31 for the limited purpose of approving the required initial reports to the NC General Assembly and any other organizational matters.

Town of Davidson Representation on the MPTA

- Members of MPTA shall reside within the territorial jurisdiction of the authority (Mecklenburg County).
- Members of the MPTA shall have demonstrated experience or qualifications in the areas of law, finance, engineering, public transportation, urban planning, logistics, government, architecture, or economic development.
- No elected official may serve concurrently as a member of the MPTA, and a lobbyist or an immediate family member of a lobbyist may not serve as a member.
- Members of the MPTA shall serve for terms of four (4) years, provided that one-half of the initial appointments shall be for two-year (2) terms, to be determined by lot at the first meeting of the MPTA.

NEXT STEPS:

The Town of Davidson Board of Commissioners will be asked to consider approval of the Memorandum of Understanding (MOU) Among and Between the Local Government Appointing Authorities for the Creation of, and the Appointment Process for, the Mecklenburg Public Transportation Authority (MPTA) at the August 26, 2025, meeting.

DISCUSSION



**MEMORANDUM OF UNDERSTANDING (MOU) AMONG AND
BETWEEN THE LOCAL GOVERNMENT APPOINTING
AUTHORITIES FOR THE CREATION OF, AND THE
APPOINTMENT PROCESS FOR, THE MECKLENBURG
PUBLIC TRANSPORTATION AUTHORITY (MPTA)**

WHEREAS, the North Carolina General Assembly and NC Governor passed and signed into law effective July 1st, 2025 Session Law 2025-39; The Projects for Advancing Vehicle-Infrastructure Enhancements (“**P.A.V.E.**”) Act., and

WHEREAS, the P.A.V.E. Act authorizes Mecklenburg County to create a new Mecklenburg Public Transportation Authority (“**MPTA**”) in Section 5.1; and

WHEREAS, the P.A.V.E. Act authorizes Mecklenburg County, the City of Charlotte, the Towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville (collectively the “**Appointing Authorities**”) to appoint members to the MPTA, and

WHEREAS, the P.A.V.E. Act requires that certain actions be taken by the MPTA by January 1st, 2026 under Section 6.2 of the P.A.V.E. Act; and

WHEREAS, the Appointing Authorities wish to collectively agree and outline the process by which the creation of and appointments to the MPTA will be made in order to comply with the P.A.V.E. Act; and

WHEREAS, in establishing a Metropolitan Transit Authority, pursuant to G.S. 160A-903, and consistent with the legislative intent of G.S. 160A-905, it is in the public’s best interest that Authority membership reflect geographic, and community range of transportation experiences, to the extent possible, and be designed to meet the needs of the commuting public.

NOW THEREFORE, The Appointing Authorities agree to the following schedule regarding the creation of the MPTA, appointments within the P.A.V.E. Act, as well as additional agreements and processes for the appointment of members to the MPTA

SECTION 1: Legislative Language The Appointing Authorities intend to fully comply with the below approved statutory language as stated in the P.A.V.E. Act:

LEGISLATIVE LANGUAGE:

§ 160A-905. Membership; officers; compensation.

(a) The governing body of an authority is the board of trustees. The initial board of trustees shall consist of 27 members, appointed as provided in this section. For each appointment below, the appointing authority may appoint an alternate that may act in the absence of the primary person appointed. The appointments are as follows:

(1) Six members appointed by the board of commissioners of the county that created the authority. Of the members appointed by the board of commissioners, at least one member must live in an unincorporated area of the county and at least one member must have experience owning or operating a small business. For purposes of this subdivision, a “small business” is one that is independently owned and operated, not dominant in its field, and employs fewer than 100 employees on a full-time basis.

(2) One member appointed by the governing body of the municipality that has the second largest population of residents that reside in the county.

(3) One member appointed by the governing body of the municipality that has the third largest population of residents that reside in the county.

(4) One member appointed by the governing body of the municipality that has the fourth largest population of residents that reside in the county.

(5) One member appointed by the governing body of the municipality that has the fifth largest population of residents that reside in the county.

(6) One member appointed by the governing body of the municipality that has the sixth largest population of residents that reside in the county.

(7) One member appointed by the governing body of the municipality that has the seventh largest population of residents that reside in the county.

(8) Twelve members appointed by the governing body of the largest municipality in the county that created the authority as follows:

a. At least three of these appointments must be made upon the recommendation of an entity that represents business interests in the county. b. At least one of the remaining nine appointments by the governing body must be an individual that has experience owning or operating a small business as defined in subdivision (1) of this subsection.

The above Section is also governed by SECTION 6.8. If Mecklenburg County creates a metropolitan public transportation authority under Article 34 of Chapter 160A of the General Statutes, as enacted by Part V of this act, then two of the appointments made under G.S. 160A-905(a)(8)a. shall be made upon the recommendation of Charlotte Regional Business Alliance, a 501(c)(6) organization and the other appointment made under that sub-subdivision shall be made upon the recommendation of the Foundation for the Carolinas, a 501(c)(3) organization.

(9) Two members appointed by the General Assembly, one upon the recommendation of the President Pro Tempore of the Senate and one upon the recommendation of the Speaker of the House of Representatives.

(10) One member appointed by the Governor.

(b) Members of the board of trustees shall serve for terms of four years, provided that one-half of the initial appointments shall be for two-year terms, to be determined by lot at the first meeting of the board of trustees, except that the initial term of one member appointed by the General Assembly shall be for two years and the initial term of the other member appointed by the General Assembly shall be for four years to be determined by lot at the first meeting of the board of trustees. Initial terms of office shall commence upon approval by the Secretary of State of the articles of incorporation.

(c) Reserved for future codification purposes.

(c1) No elected official may serve concurrently as a member of the board of trustees. (c2) A lobbyist or an immediate family member of a lobbyist may not serve as a member of the board of trustees. The definitions in G.S. 120C-101 and G.S. 138A-3 apply for purposes of this subsection.

(d) Members of the board of trustees shall have demonstrated experience or qualifications in the areas of law, finance, engineering, public transportation, urban planning, logistics, government, architecture, or economic development.

(e) Members of the board of trustees shall reside within the territorial jurisdiction of the authority as defined by G.S. 160A-904.

(f) Every two years, the board of trustees shall elect from its membership a group of officers, which shall include a chairperson, vice-chairperson, secretary, and treasurer. An election of an officer must be by a majority vote at a meeting where a quorum is present.

(g) No trustee may serve for more than two consecutive terms on the board of trustees, but a person who has been a member for two consecutive terms may be reappointed after being off the board of trustees for a period of at least two years. An initial term that is two years or less shall not be counted in determining the limitation on consecutive terms. This limitation applies regardless of whether the appointments are made by the same appointing authority.

SECTION 2: AGREEMENT ON APPOINTMENTS. The Local Government Appointing Authorities agree that the following terms shall govern the process by which the Appointing Authorities will proceed with the trustee application process, the vetting thereof, and approval of appointments to the MPTA.

1. Each individual Local Government Appointing Authority shall work individually to determine the application process by which they receive and process Trustee applications through the normal course of their appointment process.
2. The City of Charlotte Clerk, Mecklenburg County Clerk, and appropriate City and County legal staff will work in collaboration to determine qualified applicants for consideration to serve on the MPTA. The remaining individual Appointing Authority's Attorneys and Clerks will determine the eligibility of their applicants.
3. All advisory boards and members of the current advisory system structure of the Metropolitan Transit Commission will transfer over to the new MPTA as they exist and continue to serve as they currently serve.
4. To ensure that the public interests will be represented, appointments to the authority should include those who actively ride public transportation who are impacted by the decisions of the authority. Therefore it is agreed that to the extent possible, at least one (1) of the City of Charlotte's appointments and at least one (1) of Mecklenburg County's appointments will be an individual who is otherwise qualified to serve on the Authority

and who is also an active user of the current Charlotte Area Transit System with demonstrated public transportation system experience per the experience requirements outlined in Section 1 above. If no qualified applicants are available for this appointment, then the County and City shall be excused from the above requirement.

SECTION 3: PROPOSED TIMELINE ON APPOINTMENTS AND RESOLUTION REGARDING ESTABLISHING THE AUTHORITY. The Appointing Local Governments agree to the following schedule of action regarding the creation of the MPTA as well as the appointment of members to the MPTA. This schedule is for reference only and may be altered as necessary by any or all the Local Governments .

July 30th, 2025 MTC special meeting: Metropolitan Transit Commission reviews in an information only meeting to the finalized MOU

August 6th, 2025: Mecklenburg County Commission Public Hearing on the Ballot Referendum.

August, 7th – September 16th, 2025: All municipalities to review and vote on this MOU for approval.

September 3rd, 2025: Mecklenburg County Commission vote to Notice a Public Hearing and place said Public Hearing on the calendar for September 16th, 2025 to hear public comments and vote to establish the MPTA.

September 16th, 2025 Mecklenburg County to hold Public Hearing and Vote on Resolution for Establishment of the MPTA and trustee application process. Mecklenburg County will be the final voting entity granting approval of this MOU.

September 17th, 2025: Application period opens for trustee appointments to the MPTA

September 17th 2025 – November 7th, 2025: Application Period for Appointments to the Authority.

November, 8th 2025 – December 12th, 2025: Trustee appointments will be made to the Authority by the Local Government appointing Authorities from the approved lists made by the Attorneys and Clerks.

By December 31st, 2025: Authority is convened for the limited purpose of approving the required initial reports to the General Assembly.

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APPROVED AND EXECUTED BY THE BELOW APPOINTING AUTHORITIES OF THE
MPTA

CLERK

MECKLENBURG COUNTY CHAIRMAN

CLERK

MAYOR OF CHARLOTTE

CLERK

MAYOR OF CORNELIUS

CLERK

MAYOR OF DAVIDSON

CLERK

MAYOR OF HUNTERSVILLE

CLERK

MAYOR OF MATTHEWS

CLERK

MAYOR OF MINT HILL

CLERK

MAYOR OF PINEVILLE

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2025**

**SESSION LAW 2025-39
HOUSE BILL 948**

AN ACT TO ENACT THE PROJECTS FOR ADVANCING VEHICLE-INFRASTRUCTURE
ENHANCEMENTS (PAVE) ACT.

The General Assembly of North Carolina enacts:

PART I. RESERVED

**PART II. REVISIONS TO CURRENT MECKLENBURG COUNTY SALES TAX FOR
PUBLIC TRANSPORTATION**

SECTION 2.1. G.S. 105-506.1 reads as rewritten:

"§ 105-506.1. Definitions.

The definitions in G.S. 105-164.3 and the following definitions apply in this Article:

...

- (3) Public transportation system. – Any combination of real and personal property established for purposes of public transportation. The systems may include one or more of the following: structures, improvements, buildings, equipment, vehicle parking or passenger transfer facilities, railroads and railroad rights-of-way, rights-of-way, bus services, shared-ride ~~services~~, services and other forms of micro transit, high-occupancy vehicle facilities, car-pool and vanpool programs, voucher programs, telecommunications and information systems, integrated fare systems, and the interconnected bicycle and pedestrian infrastructure that supports public transportation, bus lanes, and busways. The term includes tunnels and other infrastructure designed to rapidly transport people, freight, or vehicles through automated means. The term does not include, however, streets, roads, or highways except to the extent they are dedicated to public transportation vehicles or to the extent they are necessary for access to vehicle parking or passenger transfer facilities.
- (4) Transportation authority. – For the purposes of Part 2 of this Article, a metropolitan public transportation authority created pursuant to Article 34 of Chapter 160A of the General Statutes. For the purposes of Parts 3 and 4 of this Article, a regional public transportation authority created pursuant to Article 26 of Chapter 160A of the General Statutes; and for the purposes of Parts 3 and 5 of this Article, a regional transportation authority created pursuant to Article 27 of Chapter 160A of the General Statutes."

SECTION 2.2. G.S. 105-507.2 reads as rewritten:

"§ 105-507.2. ~~Levy and collection~~ Levy, collection, and repeal of sales and use tax.

(a) If the majority of those voting in a referendum held pursuant to G.S. 105-507.1 vote for the levy of the tax, the board of commissioners of the county may, by resolution, levy one-half percent (½%) local sales and use taxes in addition to any other State and local sales and use taxes levied pursuant to law. Except as provided in this Part, the adoption, levy, collection, administration, and repeal of these additional taxes shall be in accordance with Article 39 of this



Chapter. In applying the provisions of Article 39 of this Chapter to this Part, references to "this Article" mean "Part 1 of Article 43 of Chapter 105 of the General Statutes".

(b) No action by a county to repeal a tax levied under this Part may become effective while previously issued or, as provided in this subsection, refinanced, bonds, notes, or other financing secured or payable by receipts derived from the tax allocated to a municipality or a transportation authority by the county remain outstanding. Nothing in this Part obligates a county to exercise any power of taxation or restricts the ability of the county to repeal the tax previously levied. If a county repeals a tax levied under this Part, a municipality or transportation authority may refinance previously issued bonds, notes, or other financing that are secured or payable by receipts for the tax revenue under this Part to reduce debt service as allowed under the law so long as the refinancing does not extend the date of maturity for the previously issued bonds, notes, or other financing."

SECTION 2.3. G.S. 105-507.3(b) reads as rewritten:

"(b) Use. – A county must allocate the net proceeds distributed to it in accordance with its financial plan adopted pursuant to G.S. 105-507 and use the net proceeds only for financing, constructing, operating, and maintaining local public transportation systems. Any other unit of local government may use the net proceeds distributed to it under this Part only for financing, constructing, operating, and maintaining local public transportation systems. Every unit of government shall use the net proceeds to supplement and not to supplant or replace existing funds or other resources for public transportation systems. The net proceeds distributed to any unit of local government, other than the county that levies the tax, pursuant to this Part may be included as revenues within the meaning of G.S. 159-81(4), including any modifications of that statute."

SECTION 2.4. G.S. 105-507.3, as amended by Section 2.3 of this act, reads as rewritten:

"§ 105-507.3. Distribution and use of taxes.

(a) Distribution. – The Secretary shall, on a monthly basis, allocate to each taxing county the net proceeds of the tax levied under this Part by that county. If the Secretary collects taxes under this Part in a month and the taxes cannot be identified as being attributable to a particular taxing county, the Secretary shall allocate these taxes among the taxing counties, in proportion to the amount of taxes collected in each county under this Part in that month and shall include them in the monthly distribution.

~~The Secretary shall distribute the net proceeds of the tax levied by a county on a per capita basis among the county and the units of local government in the county that operate public transportation systems. to the largest transportation authority that includes the county. No proceeds shall be distributed to a county that does not operate a public transportation system or to a unit of local government transportation authority that does not operate a public transportation system.~~

~~(b) Use. – A county must allocate the net proceeds distributed to it in accordance with its financial plan adopted pursuant to G.S. 105-507 and use the net proceeds only for financing, constructing, operating, and maintaining local public transportation systems. Any other unit of local government transportation authority may use the net proceeds distributed to it under this Part only for financing, constructing, operating, and maintaining local public transportation systems. Every unit of government shall use the net proceeds to supplement and not to supplant or replace existing funds or other resources for public transportation systems. The net proceeds distributed to any unit of local government, other than the county that levies the tax, pursuant to this Part may be included as revenues within the meaning of G.S. 159-81(4), including any modifications of that statute."~~

SECTION 2.5. Section 2.4 of this act becomes effective only if Mecklenburg County levies a tax authorized under Part IV of this act. If Mecklenburg County levies a tax authorized under Part IV of this act, then Section 2.4 becomes effective on the same date that the tax levied under that Part becomes effective. The remainder of this Part is effective when it becomes law.

PART III. REVISIONS TO CURRENT MECKLENBURG COUNTY U-DRIVE-IT TAX

SECTION 3.1. Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2(h) of S.L. 2009-527, reads as rewritten:

"SECTION 3.1. A county authorized to impose a tax under Part 2 of Article 43 of Chapter 105 of the General Statutes is considered an authority under Article 50 of Chapter 105 of the General Statutes, as enacted by Section 3 of this act, and the board of commissioners of that county is considered the board of trustees of the authority under Article 50. G.S. 105-554 of Article 50 does not apply to the proceeds of a tax imposed by a county considered an authority under this section. The proceeds of a tax imposed by a county considered an authority under this section must be transferred to the largest ~~city in~~ metropolitan public transportation authority, including that county operating a public transportation system and used only for financing, constructing, operating, and maintaining a public transportation system. The proceeds may supplant existing funds allocated for a public transportation system. The term 'public transportation system' has the same meaning as defined in G.S. 105-506.1."

SECTION 3.2. This Part becomes effective only if Mecklenburg County levies a tax authorized under Part IV of this act. If Mecklenburg County levies a tax authorized under Part IV of this act, then this Part becomes effective on the same date that the tax levied under that Part becomes effective.

PART IV. ADDITIONAL MECKLENBURG COUNTY ROADWAY SYSTEMS AND PUBLIC TRANSPORTATION SYSTEMS SALES TAX

SECTION 4.1. Title. – This Part is the Mecklenburg County Roadway Systems and Public Transportation Systems Sales Tax Act and may be cited by that name. This Part gives Mecklenburg County an opportunity to obtain an additional source of revenue with which to meet its needs for financing roadway systems and public transportation systems. It provides the County with authority to levy sales and use taxes. All such taxes must be approved in a referendum.

SECTION 4.2. Definitions. – The definitions in G.S. 105-164.3, G.S. 105-506.1, and the following definitions apply in this Part:

- (1) Authority. – A metropolitan public transportation authority created under Article 34 of Chapter 160A of the General Statutes, as enacted by Part V of this act.
- (2) Eligible municipality. – Any of the following municipalities in Mecklenburg County: the City of Charlotte and the Towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville.
- (3) Red Line. – A rail project that includes, at a minimum, service from the center of the City of Charlotte through the towns of Cornelius, Davidson, and Huntersville and, provided that agreement is obtained from applicable local governments outside of Mecklenburg County, continues to a point north of the jurisdiction of the Town of Davidson, and in no event shall the terminus be in the Town of Davidson's jurisdiction unless approved by the Town of Davidson.
- (4) Roadway system. – A roadway together with appurtenances to a roadway which includes, but is not limited to, plans, designs, and related studies; rights-of-way, whether conveyed by deed or easement; construction, maintenance, and improvements to streets and highways, intersections, streetscapes and landscaping, pedestrian facilities, bicycle facilities, parking lots, curbs, gutters, storm drainage, bridges, overpasses, grade crossings, street lighting, and traffic control devices; utility relocations; publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, natural gas fueling infrastructure, and

vehicle-to-grid infrastructure; current and emerging intelligent transportation technologies, including the ability of vehicles to communicate with infrastructure, buildings, and other road users; projects that facilitate intermodal connections between emerging transportation technologies, such as magnetic levitation and hyperloop; protective features, including natural infrastructure, to enhance the resilience of a transportation facility; and measures to protect a roadway system from cybersecurity threats.

SECTION 4.3. Exemption of Food. – A tax levied under this Part does not apply to the sales price of food that is exempt from tax pursuant to G.S. 105-164.13B or to the sales price of a bundled transaction taxable pursuant to G.S. 105-467(a)(5a).

SECTION 4.4.(a) Advisory Referendum. – The Mecklenburg County Board of Commissioners may direct the county board of elections to conduct an advisory referendum within the County on the question of whether a local sales and use tax at the rate of one percent (1%) may be levied in accordance with this Part. The election shall be held in accordance with the procedures of G.S. 163-287. The Board of Commissioners shall hold a public hearing on the question at least 30 days before the date the election is to be held.

SECTION 4.4.(b) Ballot Question. – The form of the question to be presented on a ballot for a special election concerning the levy of a tax authorized by this Part shall be:

"[] FOR [] AGAINST

One percent (1%) local sales and use taxes, in addition to the current local sales and use taxes, to be used only for roadway systems and public transportation systems."

SECTION 4.5. Levy of Tax. – The Board of Commissioners may, by resolution, levy one percent (1%) local sales and use taxes in addition to any other State and local sales and use taxes levied pursuant to law only if all of the following conditions are satisfied:

- (1) The majority of those voting in a referendum held pursuant to Section 4.4(a) of this Part vote for the levy of the tax.
- (2) An Authority that includes Mecklenburg County has been established.
- (3) At least one eligible municipality or an Authority maintains a public transportation system in the County.

SECTION 4.6. Administration. – Except as otherwise provided in this Part, the adoption, levy, collection, administration, and repeal of these additional taxes shall be in accordance with Article 39 of Chapter 105 of the General Statutes. Nothing in this Part obligates Mecklenburg County to exercise any power of taxation or restricts the ability of the County to repeal the tax previously levied.

SECTION 4.7. Distribution. – The Secretary of Revenue shall, on a monthly basis, distribute to Mecklenburg County the net proceeds of the tax levied under this Part. Mecklenburg County must distribute forty percent (40%) of the net proceeds of a tax levied under this Part as provided in Section 4.8 of this act and sixty percent (60%) of the net proceeds of a tax levied under this Part as provided in Section 4.9 of this act.

SECTION 4.8. Roadway Distribution and Use. – Mecklenburg County must distribute forty percent (40%) of the net proceeds of a tax levied under this Part among the eligible municipalities as provided in this section. Each eligible municipality shall annually submit to the County a copy of the statement certified by a registered engineer or surveyor that is submitted to the Department of Transportation under G.S. 136-41.1(a) of the total number of miles of streets in that municipality that are not part of the State highway system. The word "street" as used under this section has the same definition as provided in G.S. 136-41.1(a). Each eligible municipality shall use the net proceeds distributed to it under this section only for costs associated with financing, constructing, operating, or maintaining roadway systems.

- (1) Procedure. The following amounts must be computed before the distribution of any tax proceeds under this subdivision:

- a. The monthly amount for each eligible municipality other than the City of Charlotte is equal to one hundred twenty-five percent (125%) of the greater of the following two amounts:
 1. The amount generated by multiplying the net proceeds distributed under this section during a month by the percentage proportion that the mileage of streets in the eligible municipality that do not form a part of the State highway system bears to the total mileage of the streets that do not constitute a part of the State highway system in all eligible municipalities combined.
 2. The sum of the following:
 - I. The amount generated by multiplying seventy-five percent (75%) of the net proceeds distributed under this section during a month by the percentage proportion that the population of the eligible municipality bears to the total population of all eligible municipalities according to the most recent annual estimates of population as certified to the Secretary of Revenue by the State Budget Officer.
 - II. The amount generated by multiplying twenty-five percent (25%) of the net proceeds distributed under this section during a month in the percentage proportion that the mileage of streets in each eligible municipality that do not form a part of the State highway system bears to the total mileage of the streets that do not constitute a part of the State highway system in all eligible municipalities combined.
- b. The monthly amount for the City of Charlotte is the remainder of net proceeds to be distributed under this section during a month after the amounts for the other eligible municipalities are determined under Section 4.8(1)a. of this act.
- c. The annual amount for an eligible municipality is equal to the sum of the 12 monthly amounts for that municipality.
- d. The baseline amount for an eligible municipality other than the City of Charlotte is equal to the following:
 1. For fiscal years beginning on or after the effective date of the levy of the tax but prior to the first full fiscal year beginning on or after one year after the effective date of the levy of the tax, the baseline amount is zero.
 2. For fiscal years beginning on or after at least one full fiscal year after the effective date of the levy of the tax but before the release of census data by the U.S. Census Bureau for the next decennial census, the annual amount as calculated under Section 4.8(1)c. of this act for the first full fiscal year beginning on or after the effective date of the levy of the tax.
 3. For later fiscal years, the annual amount as calculated under Section 4.8(1)c. of this act for the first fiscal year beginning on or after the release of census data by the U.S. Census Bureau for the most recent decennial census.
- e. The baseline amount for the City of Charlotte is zero.

- (2) Distribution. The distribution of net proceeds under this subdivision is as follows:
- a. For the first 11 months of the fiscal year, the County shall distribute the monthly amount to each eligible municipality.
 - b. For the final month of the fiscal year, the distribution is as follows:
 1. If the total net proceeds distributed to the County for the fiscal year are less than the total net proceeds distributed to the County for the preceding fiscal year, the County shall distribute the monthly amount to each eligible municipality.
 2. If the total net proceeds distributed to the County for the fiscal year are greater than the total net proceeds distributed to the County for the preceding fiscal year, the County shall distribute the proceeds as follows:
 - I. If the annual amount for each municipality is greater than the baseline amount for that municipality, the monthly amount.
 - II. Except as provided in Section 4.8(2)b.2.III. of this act, if the annual amount for any municipality is less than the baseline amount for that municipality, then the following:
 - A. The amount to be distributed to each eligible municipality whose annual amount is less than the baseline amount is the amount needed so that the total amount distributed to that municipality for the fiscal year is equal to the baseline amount.
 - B. The amount to be distributed to the other eligible municipalities is the monthly amount as reduced by this sub-sub-sub-sub-subdivision. The amount of the reduction is equal to the difference between the annual amount and the baseline amount for all eligible municipalities combined that receive a distribution under Section 4.8(2)b.2.II.A. of this act multiplied by a percentage. The percentage is equal to the percentage proportion that the population of the eligible municipality bears to the total population of all eligible municipalities subject to distribution under this sub-sub-sub-sub-subdivision according to the most recent annual estimates of population as certified to the Secretary of Revenue by the State Budget Officer.
 - III. If the calculation required in Section 4.8(2)b.2.II.B. of this act would result in the annual amount for any of those eligible municipalities to be lower than that municipality's baseline amount, then the county shall distribute to each eligible municipality the monthly amount.

SECTION 4.8A. Each eligible municipality shall use the net proceeds distributed to it under Section 4.8 of this act to supplement and not to supplant or replace existing local

expenditures for roadway systems. For purposes of this section, "local expenditures" means expenditures from non-State and nonfederal funds that are not derived from the proceeds of indebtedness issued by the municipality or grants received by the municipality. To comply with this section, each eligible municipality shall, at a minimum, maintain local expenditures for roadway systems at a level that meets or exceeds the average level of local expenditures for roadway systems by the municipality during the 10 fiscal years beginning with the 2014-2015 fiscal year and ending with the 2023-2024 fiscal year.

SECTION 4.9. Public Transportation Distribution and Use. – Mecklenburg County must distribute sixty percent (60%) of the net proceeds of the tax levied under this Part to the Authority. The Authority shall use the net proceeds distributed to it under this section only for costs associated with financing, acquiring, constructing, operating, and maintaining any combination of real and personal property for a public transportation system, specifically including micro transit services. The Authority may accomplish these purposes by undertaking these activities itself or by entering an interlocal agreement with a municipality in Mecklenburg County that operates a public transportation system to use funds allocated under this section for those purposes as directed by the Authority in the interlocal agreement. An interlocal agreement entered under this section may include a binding commitment on the part of the Authority to allocate all or a portion of these proceeds to the municipality for a defined number of years or until a defined condition is met, such as the satisfaction of any debt that was issued for public transportation systems. In addition, the Authority may enter an agreement with a private entity whereby that entity uses these funds for this purpose as directed by the Authority in the agreement. The net proceeds of a tax levied under this Part that are distributed to the Authority may be included as revenues within the meaning of G.S. 159-81(4), including any modifications of that statute. The following conditions apply to the use of funds distributed under this section:

- (1) No more than two-thirds of these funds may be used for the capital and operating costs of rail projects over any period of 30 calendar years combined. Compliance with this section is first determined at the end of the first 30-year period, and then annually thereafter based on the previous 30-year period. Nothing in this section will be interpreted to adversely impact the rights of bondholders to any funds distributed or pledged to secure bonds, notes, or other obligations used to finance or refinance real and personal property for a public transportation system.
- (2) The Authority shall complete at least fifty percent (50%) of the Red Line as evidenced by a scope of work schedule created and submitted by the general contractor or construction manager on the project before the completion of any other rail project, absent the existence or occurrence of force majeure events that delay completion of the Red Line or make completion of the Red Line impracticable. For the purposes of this section, a "scope of work schedule" is defined as a listing of project tasks associated with a project time line that is updated as the Red Line construction project progresses. For the purposes of this section, force majeure events include fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, nuclear or chemical contamination, epidemics, quarantines, acts of the federal or State government, a declared state of emergency, strikes or labor disruptions other than those specific to the Authority, or other conditions beyond its reasonable control and which, by reasonable diligence, the Authority is unable to prevent. Should a force majeure event delay or halt the Red Line project, the Authority shall resume the original Red Line schedule as soon as practicable when the force majeure event has ceased or subsided. Planning, design, and construction work may

occur simultaneously on other rail projects, but only to the extent that those activities do not interfere with or delay the completion of the Red Line.

- (3) The Authority shall solicit input from the Towns of Cornelius, Davidson, and Huntersville on all aspects of the Red Line design, including conceptual design, construction drawings, and station location. If the Red Line extends to the Town of Mooresville, the Authority shall also solicit input from that Town.
- (4) The Authority shall reimburse the City of Charlotte for the acquisition of the Norfolk Southern O-Line and related property. The amount to be reimbursed may not be more than the cost to the City of Charlotte to acquire the property from Norfolk Southern, including any costs for indebtedness incurred by the City with respect to the acquisition. The Authority and the City of Charlotte shall jointly agree to a schedule for reimbursement of these costs.

SECTION 4.10. Repeal of Tax. – The Mecklenburg County Board of Commissioners may by resolution repeal the levy and imposition of the tax in the County as provided in G.S. 105-473(c). The Board of Commissioners, upon adoption of a repeal resolution, shall cause a certified copy of the resolution to be delivered immediately to the Secretary of Revenue. No liability for any tax levied under this Part that attached prior to the effective date on which a levy is repealed shall be discharged as a result of such repeal, and no right to a refund of tax or otherwise that accrued prior to the effective date on which a levy is repealed shall be denied as a result of such repeal. If a county repeals a tax levied under this Part, the Authority or a municipality may refinance previously issued bonds, notes, or other financing that are secured or payable by receipts for the tax revenue under this Part to reduce debt service as allowed under the law so long as the refinancing does not extend the date of maturity for the previously issued bonds, notes, or other financing. No repeal of taxes levied and imposed under this Part shall be effective until the latest of the following:

- (1) The end of the fiscal year in which the repeal resolution was adopted.
- (2) The date by which all previously issued or, as provided in this section, refinanced, bonds, notes, or other financing obtained by the Authority or a municipality secured or payable by receipts from the tax levied under this Part have been satisfied.
- (3) The date by which the Authority has fully reimbursed the City for the purchase of the O-Line as required by Section 4.9(4) of this act.

SECTION 4.11. Study. – If a referendum held pursuant to this Part fails, then within one year after the failed referendum the Charlotte Area Transit System shall develop and publish a comprehensive, long-term public transportation plan that specifically includes frequent, express public transportation connections between the center of the City of Charlotte and Charlotte Douglas International Airport.

PART V. METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY

SECTION 5.1. Chapter 160A of the General Statutes is amended by adding a new Article to read:

"Article 34.

"Metropolitan Public Transportation Authority.

"§ 160A-900. Title.

This Article shall be known and may be cited as the "Metropolitan Public Transportation Authority Act."

"§ 160A-901. Definitions.

As used in this Article, unless the context otherwise requires:

- (1) Authority. – A metropolitan public transportation authority as defined by subdivision (3) of this section.

- (2) Board of trustees. – The governing board of the authority, in which the general legislative powers of the authority are vested.
- (3) Metropolitan public transportation authority. – A body corporate and politic organized in accordance with the provisions of this Article for the purposes, with the powers and subject to the restrictions hereinafter set forth.
- (4) Population. – The number of persons residing in respective areas as defined and enumerated in the most recent decennial federal census.
- (5) Public transportation system. – Defined in G.S. 105-506.1.
- (6) Unit of local government. – Any county, city, town, or municipality of this State, and any other political subdivision, public corporation, authority, or district in this State, which is or may be authorized by law to acquire, establish, construct, enlarge, improve, maintain, own, and operate public transportation systems.
- (7) Unit of local government's chief administrative official. – The county manager, city manager, town manager, or other person by whatever title, in whom the responsibility for the unit of local government's administrative duties is vested.

"§ 160A-902. Definition of territorial jurisdiction of authority.

An authority may be created for any area of the State that, at the time of creation of the authority, meets all of the following criteria:

- (1) The area consists of a single county that has a population greater than one million.
- (2) The county borders another state.
- (3) The county includes at least one unit of local government that operates a light rail system.

"§ 160A-903. Creation of authority.

(a) The Board of Commissioners of a county for which an authority may be created as defined in G.S. 160A-902 may by resolution signify its determination to organize an authority under the provisions of this Article. The resolution shall be adopted after a public hearing thereon, notice of which hearing shall be given by publication at least once, not less than 10 days prior to the date fixed for such hearing, in a newspaper having a general circulation in the county. The notice shall contain a brief statement of the substance of the proposed resolution, shall set forth the proposed articles of incorporation of the authority, and shall state the time and place of the public hearing to be held thereof. No county shall be required to make any other publication of such resolution under the provisions of any other law.

(b) Each such resolution shall include articles of incorporation which shall set forth all of the following:

- (1) The name of the authority.
- (2) A statement that the authority is organized under this Article.
- (3) The name of the organizing county.
- (4) A provision stating that an affirmative vote equal to at least seventy-five percent (75%) of the membership of the board of trustees is required to amend the articles of incorporation or to adopt or amend the bylaws of the authority.

(c) A certified copy of the resolutions signifying the determination to organize an authority under the provisions of this Article shall be filed with the Secretary of State, together with proof of publication of the notice of hearing on each of such resolutions. If the Secretary of State finds that the resolution, including the articles of incorporation, conform to the provisions of this Article and that the notices of hearing were properly published, the Secretary shall file the resolutions and proofs of publication and shall issue a certificate of incorporation under the seal of the State and shall record the same in an appropriate book of record. The issuance of a certificate of incorporation by the Secretary of State constitutes the authority a public body and

body politic and corporate of the State of North Carolina. The certificate of incorporation is conclusive evidence of the fact that the authority has been duly created and established under the provisions of this Article.

(d) When the authority has been duly organized and its officers elected as provided in this Article, the secretary of the authority shall certify to the Secretary of State the names and addresses of officers as well as the address of the principal office of the authority.

(e) The authority may become a Designated Recipient pursuant to the Urban Mass Transportation Act of 1964, as amended.

"§ 160A-904. Territorial jurisdiction of the authority.

(a) The initial territorial jurisdiction of an authority created pursuant to this Article shall be coterminous with the boundaries of the county that organized it.

(b) Except as provided by this Article, the jurisdiction of the authority may include all local public passenger transportation operating within the territorial jurisdiction of the authority, but the authority may not take over the operation of any existing public transportation without the consent of the owner.

(c) The authority shall not have jurisdiction over public transportation subject to the jurisdiction of and regulated by the Interstate Commerce Commission, nor shall it have jurisdiction over intrastate public transportation classified as common carriers of passengers by the North Carolina Utilities Commission.

"§ 160A-905. Membership; officers; compensation.

(a) The governing body of an authority is the board of trustees. The initial board of trustees shall consist of 27 members, appointed as provided in this section. For each appointment below, the appointing authority may appoint an alternate that may act in the absence of the primary person appointed. The appointments are as follows:

- (1) Six members appointed by the board of commissioners of the county that created the authority. Of the members appointed by the board of commissioners, at least one member must live in an unincorporated area of the county and at least one member must have experience owning or operating a small business. For purposes of this subdivision, a "small business" is one that is independently owned and operated, not dominant in its field, and employs fewer than 100 employees on a full-time basis.
- (2) One member appointed by the governing body of the municipality that has the second largest population of residents that reside in the county.
- (3) One member appointed by the governing body of the municipality that has the third largest population of residents that reside in the county.
- (4) One member appointed by the governing body of the municipality that has the fourth largest population of residents that reside in the county.
- (5) One member appointed by the governing body of the municipality that has the fifth largest population of residents that reside in the county.
- (6) One member appointed by the governing body of the municipality that has the sixth largest population of residents that reside in the county.
- (7) One member appointed by the governing body of the municipality that has the seventh largest population of residents that reside in the county.
- (8) Twelve members appointed by the governing body of the largest municipality in the county that created the authority as follows:
 - a. At least three of these appointments must be made upon the recommendation of an entity that represents business interests in the county.
 - b. At least one of the remaining nine appointments by the governing body must be an individual that has experience owning or operating a small business as defined in subdivision (1) of this subsection.

(9) Two members appointed by the General Assembly, one upon the recommendation of the President Pro Tempore of the Senate and one upon the recommendation of the Speaker of the House of Representatives.

(10) One member appointed by the Governor.

(b) Members of the board of trustees shall serve for terms of four years, provided that one-half of the initial appointments shall be for two-year terms, to be determined by lot at the first meeting of the board of trustees, except that the initial term of one member appointed by the General Assembly shall be for two years and the initial term of the other member appointed by the General Assembly shall be for four years to be determined by lot at the first meeting of the board of trustees. Initial terms of office shall commence upon approval by the Secretary of State of the articles of incorporation.

(c) Reserved for future codification purposes.

(c1) No elected official may serve concurrently as a member of the board of trustees.

(c2) A lobbyist or an immediate family member of a lobbyist may not serve as a member of the board of trustees. The definitions in G.S. 120C-101 and G.S. 138A-3 apply for purposes of this subsection.

(d) Members of the board of trustees shall have demonstrated experience or qualifications in the areas of law, finance, engineering, public transportation, urban planning, logistics, government, architecture, or economic development.

(e) Members of the board of trustees shall reside within the territorial jurisdiction of the authority as defined by G.S. 160A-904.

(f) Every two years, the board of trustees shall elect from its membership a group of officers, which shall include a chairperson, vice-chairperson, secretary, and treasurer. An election of an officer must be by a majority vote at a meeting where a quorum is present.

(g) No trustee may serve for more than two consecutive terms on the board of trustees, but a person who has been a member for two consecutive terms may be reappointed after being off the board of trustees for a period of at least two years. An initial term that is two years or less shall not be counted in determining the limitation on consecutive terms. This limitation applies regardless of whether the appointments are made by the same appointing authority.

"§ 160A-906. Expansion of authority.

Upon approval of authorizing resolutions by the board of trustees and the board of commissioners of the affected county, the territorial jurisdiction and service area of an authority may be expanded to include a whole county within this State that is contiguous to the then existing territorial jurisdiction of the authority. Each of the authorizing resolutions must receive an affirmative vote equal to at least seventy-five percent (75%) of the membership of the applicable board. The authorizing resolutions shall contain provisions with respect to the following:

(1) The date on which the territorial jurisdiction is to be expanded to include the county.

(2) The extent to which the composition of the board of trustees may be amended, if at all, due to the addition of the county to the territorial jurisdiction of the authority. The authorizing resolutions shall not eliminate or amend the requirements with respect to appointments to the board of trustees that are provided in G.S. 160A-905. Subsections (b) through (g) of G.S. 160A-905 shall apply to any additional appointments to the board of trustees.

(3) Financial, legal, or operational commitments with respect to the county that is to be added to the territorial jurisdiction of the authority.

(4) Any other matter determined to be relevant by the board of trustees and the board of commissioners of the affected county.

"§ 160A-907. Voting; removal.

(a) A majority of the board of trustees constitutes a quorum for the transaction of business. Each member shall have one vote.

(b) Each member of the board of trustees may be removed with or without cause by the appointing authority.

(c) Appointments to fill vacancies shall be made for the remainder of the unexpired term by the respective appointing authority charged with the responsibility for making such appointments pursuant to G.S. 160A-905. All members shall serve until their successors are appointed and qualified, unless removed from office.

"§ 160A-908. Advisory committees.

The board of trustees may provide for the selection of such advisory committees as it may find appropriate, which may or may not include members of the board of trustees.

"§ 160A-909. Purpose of the authority.

The purpose of the authority shall be to finance, provide, operate, and maintain for a safe, clean, reliable, adequate, convenient, energy efficient, economically, and environmentally sound public transportation system for the service area of the authority through the granting of franchises, ownership, and leasing of terminals, buses, and other transportation facilities and equipment, and otherwise through the exercise of the powers and duties conferred upon it, in order to enhance mobility in the region and encourage sound growth patterns. Such a service, facility, or function shall be financed, provided, operated, or maintained in the service area of the authority either in addition to or to a greater or lesser extent than services, facilities, or functions are financed, provided, operated, or maintained for the entirety of the respective units of local government. An authority may take direct action to accomplish these purposes or may enter agreements with another unit of local government in the service area of the authority or a private entity to accomplish these purposes.

"§ 160A-910. Service area of the authority.

The service area of the authority shall be as determined by the board of trustees consistent with its purpose but shall not exceed the sum of the following:

- (1) The territorial jurisdiction of the authority.
- (2) An area outside of the territorial jurisdiction of the authority provided that one of the following conditions is satisfied:
 - a. If the area is within this State, the governing bodies of the political subdivisions to which service is to be extended approved by majority vote of their governing boards the extension of service into the political subdivision or the purchase of real property within the political subdivision for the extension of service.
 - b. If the area is in another state, the extension of service is approved by any applicable federal or State agency and in accordance with the other state's laws.

"§ 160A-911. General powers of the authority.

The general powers of the authority include all of the following:

- (1) To sue and be sued.
- (2) To have a seal.
- (3) To make rules and regulations, not inconsistent with this Article, for its organization and internal management.
- (4) To employ persons deemed necessary to carry out the functions and duties assigned to them by the authority and to fix their compensation, within the limit of available funds.
- (5) With the approval of the unit of local government's chief administrative official, to use officers, employees, agents, and facilities of the unit of local government for such purposes and upon such terms as may be mutually agreeable.

- (6) To retain and employ counsel, auditors, engineers, and private consultants on an annual salary, contract basis, or otherwise for rendering professional or technical services and advice.
- (7) To acquire, lease as lessee with or without option to purchase, hold, own, and use any franchise, property, real or personal, tangible or intangible, or any interest therein and to sell, lease as lessor with or without option to purchase, transfer (or dispose thereof) whenever the same is no longer required for purposes of the authority, or exchange same for other property or rights which are useful for the authority purposes, including, but not necessarily limited to, parking facilities.
- (8) To acquire by gift, purchase, lease as lessee with or without option to purchase or otherwise to construct, improve, maintain, repair, operate, or administer any component parts of a public transportation system or to contract for the maintenance, operation, or administration thereof or to lease as lessor the same for maintenance, operation, or administration by private parties, including parking facilities.
- (9) To make or enter into contracts, agreements, deeds, leases with or without option to purchase, conveyances or other instruments, including contracts and agreements with the United States, the State of North Carolina, and units of local government.
- (10) To purchase or finance real or personal property in the manner provided for cities and counties under G.S. 160A-20.
- (11) To surrender to the State of North Carolina or a unit of local government any property no longer required by the authority.
- (12) To develop and make data, plans, information, surveys, and studies of public transportation facilities within the territorial jurisdiction of the authority and to prepare and make recommendations in regard thereto.
- (13) To enter in a reasonable manner lands, waters, or premises for the purpose of making surveys, soundings, drillings, and examinations whereby such entry shall not be deemed a trespass except that the authority shall be liable for any actual and consequential damages resulting from such entries.
- (14) To develop and carry out demonstration projects.
- (15) To make, enter into, and perform contracts with private parties and public transportation companies with respect to the management and operation of public passenger transportation.
- (16) To make, enter into, and perform contracts with any public utility, railroad, or transportation company for the joint use of property or rights, for the establishment of through routes, joint fares, or transfer of passengers.
- (17) To make, enter into, and perform agreements with governmental entities for payments to the authority for the transportation of persons for whom the governmental entities desire transportation.
- (18) With the consent of the unit of local government which would otherwise have jurisdiction to exercise the powers enumerated in this subdivision: to issue certificates of public convenience and necessity; and to grant franchises and enter into franchise agreements and in all respects to regulate the operation of buses and other methods of public passenger transportation which originate and terminate within the territorial jurisdiction of the authority as fully as the unit of local government is now or hereafter empowered to do within the territorial jurisdiction of the unit of local government.
- (19) To operate public transportation systems, to enter into and perform contracts to operate public transportation services and facilities, and to own or lease

property, facilities, and equipment necessary or convenient therefor, and to rent, lease, or otherwise sell the right to do so to any person, public or private; further, to obtain grants, loans, and assistance from the United States, the State of North Carolina, any public body, or any private source whatsoever, but may not operate or contract for the operation of public transportation systems outside the territorial jurisdiction of the authority except as provided by subdivision (21) of this section.

- (20) To enter into and perform contracts and agreements with other metropolitan public transportation authorities, public transportation authorities, regional public transportation authorities, or units of local government pursuant to the provisions of G.S. 160A-460 through G.S. 160A-464 (Part 1 of Article 20 of this Chapter); further to enter into contracts and agreements with private transportation companies, but this subdivision does not authorize the operation of, or contracting for the operation of, service of a public transportation system outside the service area of the authority.
- (21) To operate public transportation systems extending service into any political subdivision of the State of North Carolina unless a particular unit of local government operating its own public transportation system or franchising the operation of a public transportation system by majority vote of its governing board shall deny consent.
- (22) To operate public transportation systems extending service into another state, but only if the extension of service is authorized by any applicable federal or State agency and in accordance with the other state's laws.
- (23) Except as restricted by covenants in bonds, notes, or equipment trust certificates, to set in its sole discretion rates, fees, and charges for use of its public transportation system.
- (24) To do all things necessary or convenient to carry out its purpose and to exercise the powers granted to the authority.
- (25) To issue bonds or other obligations of the authority as provided by law and apply the proceeds thereof to the financing of any public transportation system or any part thereof and to refund, whether or not in advance of maturity or the earliest redemption date, any such bonds or other obligations of the authority or another municipality that financed or refinanced real and personal property for a public transportation system to be owned or operated by the authority.
- (26) To contract for, or to provide and maintain, with respect to the facilities and property owned, leased with or without option to purchase, operated or under the control of the authority, and within the territory thereof, a security force to protect persons and property, dispense unlawful or dangerous assemblages and assemblages which obstruct full and free passage, control pedestrian and vehicular traffic, and otherwise preserve and protect the public peace, health, and safety; for these purposes a member of such force shall be a peace officer and, as such, shall have authority equivalent to the authority of a police officer of the city or county in which said member of such force is discharging such duties.
- (27) To contract for the purchase, lease, or other acquisition of any apparatus, supplies, materials, or equipment for public transit purposes with any person or entity that, within the previous 60 months, after having completed a public formal bid process substantially similar to that required by Article 8 of Chapter 143 of the General Statutes or through the competitive proposal method provided in G.S. 143-129(h), has contracted to furnish the apparatus, supplies, materials, or equipment to any unit or agency approved in

G.S. 143-129(g) if the person or entity is willing to furnish the items at the same or more favorable prices, terms, and conditions as those provided under the contract with the other unit or agency. Any purchase made under this section shall be approved by the board of trustees as provided in G.S. 143-129(g).

"§ 160A-912. Authority of Utilities Commission not affected.

(a) Except as otherwise provided in this Article, nothing in this Article shall be construed to limit or otherwise affect the power or authority of the North Carolina Utilities Commission or the right of appeal to the North Carolina Utilities Commission as provided by law.

(b) The North Carolina Utilities Commission shall not have jurisdiction over rates, fees, charges, routes, and schedules of an authority for service within its territorial jurisdiction.

"§ 160A-913. Fiscal accountability.

An authority is a public authority subject to the provisions of Chapter 159 of the General Statutes.

"§ 160A-914. Funds.

The establishment and operation of an authority are governmental functions and constitute a public purpose, and the State of North Carolina and any unit of local government may appropriate funds to support the establishment and operation of the authority. The State of North Carolina and any unit of local government may also dedicate, sell, convey, donate, or lease any of their interests in any property to the authority. An authority may apply for grants from the State of North Carolina, or from the United States or any department, agency, or instrumentality thereof. The Department of Transportation may allocate to an authority any funds appropriated for public transportation or any funds whose use is not restricted by law.

"§ 160A-915. Competition.

No equipment of the authority may be used for charter, tour, or sightseeing service except as allowed under regulations adopted by the Federal Transit Administration.

"§ 160A-916. Effect on existing franchises and operations.

Creation of the authority shall not have an effect on any existing franchises granted by any unit of local government; such existing franchises shall continue in full force and effect until legally terminated; further, all ordinances and resolutions of the unit of local government regulating local public transportation systems, bus operations, and taxicabs shall continue in full force and effect now and in the future, unless superseded by regulations of the authority; such superseding, if any, may occur only on the basis of prior mutual agreement between the authority and the respective unit of local government.

"§ 160A-917. Termination.

The board of trustees may terminate the existence of the authority by adopting a resolution by majority vote to do so at any time when it has no outstanding indebtedness. The resolution to terminate the existence of the authority does not become effective unless and until ratified by majority vote of the board of commissioners of the county that created the authority. In the event of such termination, all property and assets of the authority not otherwise encumbered shall become the property of a unit of local government within the territorial jurisdiction of the authority as specified in the termination resolution and, if accepted by the unit of local government, the unit of local government shall succeed to all rights, obligations, and liabilities of the authority.

"§ 160A-918. Controlling provisions.

Insofar as the provisions of this Article are not consistent with the provisions of any other law, public or private, the provisions of this Article shall be controlling.

"§ 160A-919. Bonds and notes authorized.

In addition to the powers granted by this Article, the authority may issue bonds and notes pursuant to the provisions of The State and Local Government Revenue Bond Act, Article 5 of Chapter 159 of the General Statutes, for the purpose of financing public transportation systems

or any part thereof and to refund such bonds and notes and to refund any bonds, notes, or other obligations of another municipality used to finance or refinance real and personal property for a public transportation system to be owned or operated by the authority, whether or not in advance of their maturity or earliest redemption date.

"§ 160A-920. Equipment trust certificates.

In addition to the powers here and before granted, the authority shall have continuing power to purchase equipment, and in connection therewith execute agreements, leases with or without option to purchase, or equipment trust certificates. All money required to be paid by the authority under the provisions of such agreements, leases with or without option to purchase, and equipment trust certificates shall be payable solely from the fares, fees, rentals, charges, revenues, and earnings of the authority, monies derived from the sale of any surplus property of the authority, and gifts, grants, and contributions from any source whatever. Payment for such equipment or rentals may be made in installments; the deferred installments may be evidenced by equipment trust certificates payable solely from the aforesaid revenues or receipts and title to such equipment may or may not vest in the authority until the equipment trust certificates are paid.

"§ 160A-921. Power of eminent domain.

(a) The authority shall have continuing power to acquire, by gift, grant, devise, exchange, purchase, lease with or without option to purchase, or any other lawful method, including the power of eminent domain, the fee or any lesser interest in real or personal property for use by the authority.

(b) Exercise of the power of eminent domain by the authority shall be in accordance with Chapters 40A and 136 of the General Statutes.

"§ 160A-922. Tax exemption.

The property of the authority, both real and personal, its acts, activities, and income shall be exempt from any tax or tax obligation; in the event of any lease of authority property, or other arrangement which amounts to a leasehold interest, to a private party, this exemption shall not apply to the value of such leasehold interest nor shall it apply to the income of the lessee. Otherwise, however, for the purpose of taxation, when property of the authority is leased to private parties solely for the purpose of the authority, the acts and activities of the lessee shall be considered as the acts and activities of the authority and the exemption. The interest on bonds or obligations issued by the authority shall be exempt from State taxes.

"§ 160A-923. Removal and relocation of utility structures.

(a) The authority shall have the power to require any public utility, railroad, or other public service corporation owning or operating any installations, structures, equipment, apparatus, appliances, or facilities in, upon, under, over, across, or along any ways on which the authority has the right to own, construct, operate, or maintain its public transportation system, to relocate such installation, structures, equipment, apparatus, appliances, or facilities from their locations, or, in the sole discretion of the affected public utility, railroad, or other public service corporation, to remove such installations, structures, equipment, apparatus, appliances, or facilities from their locations.

(b) If the owner or operator thereof fails or refuses to relocate them, the authority may proceed to do so.

(c) Except as otherwise agreed, the authority shall provide any necessary new locations and necessary real estate interests for such relocation, and for that purpose the power of eminent domain as provided in G.S. 160A-921 may be exercised provided the new locations shall not be in, on, or above a public highway; the authority may also acquire the necessary new locations by purchase or otherwise.

(d) Except as otherwise agreed, any affected public utility, railroad, or other public service corporation shall be compensated for any real estate interest taken in a manner consistent

with G.S. 160A-921, subject to the right of the authority to reduce the compensation due by the value of any property exchanged under this section.

(e) The method and procedures of a particular adjustment to the facilities of a public utility, railroad, or other public service corporation shall be covered by an agreement between the authority and the affected party or parties.

(f) Except as otherwise agreed, the authority shall reimburse the public utility, railroad, or other public service corporation for the cost of relocations or removals which shall be the entire amount paid or incurred by the utility properly attributable thereto after deducting the cost of any increase in the service capacity of the new installations, structures, equipment, apparatus, appliances, or facilities and any salvage value derived from the old installations, structures, equipment, apparatus, or appliances.

"§ 160A-924. Reports to the General Assembly.

The authority shall annually submit to the General Assembly, on or before February 1, its annual operating report, including a report of its administrative expenditures, and its audited financial report. In odd-numbered years, the report shall be submitted to the Senate and House Transportation Committees. In even-numbered years, the report shall be submitted to the Joint Legislative Transportation Oversight Committee.

"§ 160A-925. Limitations on rail transportation liability.

(a) As used in this section:

- (1) Claim. – A claim, action, suit, or request for damages, whether compensatory, punitive, or otherwise, made by any person or entity against:
 - a. The authority, a railroad, or an operating rights railroad; or
 - b. An officer, director, trustee, employee, parent, subsidiary, or affiliated corporation as defined in G.S. 105-130.2, or agent of the authority, a railroad, or an operating rights railroad.
- (2) Operating rights railroad. – A railroad corporation or railroad company that, prior to January 1, 2001, was granted operating rights by a State-Owned Railroad Company or operated over the property of a State-Owned Railroad Company under a claim of right over or adjacent to facilities used by or on behalf of the authority.
- (3) Passenger rail services. – The transportation of rail passengers by or on behalf of the authority and all services performed by a railroad pursuant to a contract with the authority in connection with the transportation of rail passengers, including, but not limited to, the operation of trains; the use of right-of-way, trackage, public or private roadway and rail crossings, equipment, or station areas or appurtenant facilities; the design, construction, reconstruction, operation, or maintenance of rail-related equipment, tracks, and any appurtenant facilities; or the provision of access rights over or adjacent to lines owned by the authority or a railroad, or otherwise occupied by the authority or a railroad, pursuant to charter grant, fee simple deed, lease, easement, license, trackage rights, or other form of ownership or authorized use.
- (4) Railroad. – A railroad corporation or railroad company, including a State-Owned Railroad Company as defined in G.S. 124-11, that has entered into any contracts or operating agreements of any kind with the authority concerning passenger rail services.

(b) Contracts Allocating Financial Responsibility Authorized. – The authority may contract with any railroad to allocate financial responsibility for passenger rail services claims, including, but not limited to, the execution of indemnity agreements, notwithstanding any other statutory, common law, public policy, or other prohibition against same, and regardless of the nature of the claim or the conduct giving rise to such claim.

(c) Insurance Required. –

- (1) If the authority enters into any contract authorized by subsection (b) of this section, the contract shall require the authority to secure and maintain, upon and after the commencement of the operation of trains by or on behalf of the authority, a liability insurance policy covering the liability of the parties to the contract, a State-Owned Railroad Company as defined in G.S. 124-11 that owns or claims an interest in any real property subject to the contract, and any operating rights railroad for all claims for property damage, personal injury, bodily injury, and death arising out of or related to passenger rail services. The policy shall name the parties to the contract, a State-Owned Railroad Company as defined in G.S. 124-11 that owns or claims an interest in any real property subject to the contract, and any operating rights railroad as named insureds and shall have policy limits of not less than two hundred million dollars (\$200,000,000) per single accident or incident, and may include a self-insured retention in an amount of not more than five million dollars (\$5,000,000).
- (2) If the authority does not enter into any contract authorized by subsection (b) of this section, upon and after the commencement of the operation of trains by or on behalf of the authority, the authority shall secure and maintain a liability insurance policy, with policy limits and a self-insured retention consistent with subdivision (1) of this subsection, for all claims for property damage, personal injury, bodily injury, and death arising out of or related to passenger rail services.

(d) Liability Limit. – The aggregate liability of the authority, the parties to the contract or contracts authorized by subsection (b) of this section, a State-Owned Railroad Company as defined in G.S. 124-11, and any operating rights railroad for all claims arising from a single accident or incident related to passenger rail services for property damage, personal injury, bodily injury, and death, is limited to two hundred million dollars (\$200,000,000) per single accident or incident or to any proceeds available under any insurance policy secured pursuant to subsection (c) of this section, whichever is greater.

(e) Effect on Other Laws. – This section shall not affect the damages that may be recovered under the Federal Employers' Liability Act, 45 U.S.C. § 51, et seq., (1908); or under Article 1 of Chapter 97 of the General Statutes.

§ 160A-926. Civil liability.

Except as provided in G.S. 160A-925, the authority shall be deemed a city for purposes of civil liability pursuant to G.S. 160A-485. Governmental immunity of the authority is waived to a minimum of twenty million dollars (\$20,000,000) per single accident or incident. The authority shall maintain a minimum of twenty million dollars (\$20,000,000) per single accident or incident of liability insurance. Participation in a local government risk pool pursuant to Article 23 of Chapter 58 of the General Statutes shall be deemed to be the purchase of insurance for the purpose of this section."

PART VI. REQUIREMENTS IF MECKLENBURG COUNTY CREATES A METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY

SECTION 6.1. If Mecklenburg County creates a metropolitan public transportation authority under Article 34 of Chapter 160A of the General Statutes, as enacted by Part V of this act, then that Authority is subject to all the provisions of this Part.

SECTION 6.2. The Authority shall conduct a study of the issues listed in this section. The Authority may use any source of funding available to it to conduct the studies required by this section. This specifically includes funds provided to the Authority by another unit of government and funds that the Authority receives as a donation or grant from any other public or private source. The Authority shall complete the study required under this section and publish a

report no later than January 1, 2026. The Authority shall publish the report and submit copies of the report to the President Pro Tempore of the Senate, the Speaker of the House of Representatives, the Legislative Library, the Mecklenburg County Board of Commissioners, the Charlotte City Council, the Town of Cornelius Board of Commissioners, the Town of Davidson Board of Commissioners, the Town of Huntersville Board of Commissioners, the Town of Matthews Board of Commissioners, the Town of Mint Hill Board of Commissioners, the Town of Mooresville Board of Commissioners, and the Pineville Town Council. The Authority shall study the following issues:

- (1) Legal and financial considerations with respect to the transfer or use of assets from the City of Charlotte or the Charlotte Area Transportation System (CATS) to the Authority.
- (2) Legal and financial considerations with respect to outstanding indebtedness issued by the City of Charlotte with respect to CATS to ensure no adverse impacts in relation to the outstanding indebtedness.
- (3) Legal and financial considerations with respect to agreements and recognitions by the City of Charlotte or CATS with respect to the public transportation system with any federal, State, regional, or local governmental entities.
- (4) Legal and financial considerations with respect to human resources of a transfer of assets, liabilities, and operations of the public transportation system from the City of Charlotte or CATS to the Authority, including issues related to, but not limited to, employee pensions, retirement plans, and benefits.
- (5) A recommendation as to whether the transfer of assets, liabilities, and operations of the existing public transportation system to the Authority is feasible and advisable.
- (6) Any other issue determined to be relevant by the Authority.

SECTION 6.3. Reserved.

SECTION 6.4. The Authority shall do the following no later than one year after enactment of this act:

- (1) Adopt bylaws that are consistent with the provisions of Article 34 of Chapter 160A of the General Statutes.
- (2) Establish policies with respect to Board governance, including the adoption of a Code of Ethics for Trustees and key employees and the adoption of a Conflicts of Interest policy.
- (3) Create a human resources plan. This includes, at a minimum:
 - a. Creating an organizational chart that specifies positions that report directly to the Authority's Board of Trustees.
 - b. Completing the search for direct reports to the Board of Trustees.
 - c. Creating personnel policies and procedures, including those related to employee recruitment and retention, compensation and benefit policies and plans, and an employee code of conduct.
 - d. Taking all steps necessary to ensure participation by the Authority in the Local Government Employees' Retirement System under Article 3 of Chapter 128 of the General Statutes.
 - e. Creating a plan, including a time line, to implement a transfer of employees of CATS from the City of Charlotte to the Authority.
 - f. Developing or acquiring information technology and other assets needed to implement the human resources plan.
- (4) Develop financial policies for the Authority.
- (5) Develop operational policies for the Authority, including policies related to business continuity, system operation, maintenance of the system and system

- assets, fares, purchasing and contracts, transit rules and regulations, travel markets, transit service, and advertising and sponsorships.
- (6) Develop an information technology plan for the operation and administration of the public transportation system. The plan shall include provisions related to cybersecurity, data privacy, and the use of websites and mobile applications.
 - (7) Create a plan, including a time line, for the acquisition of the assets of CATS from the City of Charlotte. This includes:
 - a. Drafting agreements to be entered into with the City of Charlotte with respect to the use, control, and acquisition of assets of CATS. With respect to assets of CATS that were procured with funds available to the City other than federal or State funds received by the City with respect to CATS and funds generated by a tax levied under Article 43 of Chapter 105 of the General Statutes or a tax levied under Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2(h) of S.L. 2009-527, and this act, the agreements shall provide that the City has a right of reverter with respect to the property if the property is no longer used for a purpose supporting the operation of a public transportation system.
 - b. Negotiating an agreement with the City of Charlotte to reimburse the City for the acquisition of the Norfolk Southern O-Line as provided in Section 4.9(4) of this act.
 - c. Drafting agreements with the City of Charlotte with respect to any outstanding bonds, notes, or other financing secured or payable by receipts from the taxes levied under Article 43 of Chapter 105 of the General Statutes or under Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2(h) of S.L. 2009-527, and this act.
 - d. Notwithstanding the agreements above, any agreements entered into between the City and the Authority will require that the Authority undertake all obligations necessary to ensure that the City will remain in compliance with and will not have an adverse impact on the City's outstanding bonds, notes, or other financing obligations for the public transportation system.
 - (8) Take all steps necessary to ensure approval by the Federal Transit Administration and any other applicable federal or State agency of the use, control, and acquisition of CATS assets.
 - (9) Draft amendments to the interlocal agreement between Mecklenburg County, the City of Charlotte, the Town of Cornelius, the Town of Davidson, the Town of Huntersville, the Town of Matthews, the Town of Mint Hill, and the Town of Pineville dated February 16, 1999, as amended, to provide for the termination of that agreement at the time a tax levied under Part IV of this act becomes effective, subject to any continuing obligations agreed to by the parties to the agreement. The agreement shall contain provisions dissolving the Metropolitan Transit Commission created under that interlocal agreement and repealing all maintenance-of-effort requirements.
 - (10) Draft agreements or amendments to agreements with third parties to ensure that the Authority may be substituted for the City as a party to any ongoing contracts, agreements, rights, responsibilities, or liabilities with respect to CATS once the Authority assumes operational control of CATS.

- (11) Complete a value engineering study with respect to the Silver Line East as a light rail line. For purposes of this section, "Silver Line East" means a mass transit project that includes, at a minimum, service from the center of the City of Charlotte through the Town of Matthews to the Levine Campus of Central Piedmont Community College. The study shall include efforts to identify and, if possible, procure the funding needed to establish the Silver Line East as a light rail line. Potential funding options include existing public and private sources and possible new or additional funding options. This study shall include an evaluation of potential additional revenue sources to include, but not be limited to, additional local taxes or fees not currently authorized, including additional sales taxes, taxes on parking facilities, and congestion taxes; municipal service districts; tax increment financing; public-private partnerships; sale of naming rights; station rents; station air rights; advertising revenues; sale of amenities on public transportation (such as Wi-Fi or priority seating); and private donations.

SECTION 6.4A. The Authority is responsible for conducting or completing in a timely manner all environmental and economic studies that are required by State or federal law with respect to public transportation projects.

SECTION 6.5. If Mecklenburg County enacts a tax authorized by Part IV of this act, then the Authority and the City of Charlotte shall do all of the following effective as of the date the tax levied under that Part becomes effective:

- (1) The Authority shall begin receiving the proceeds of all of the following:
 - a. Taxes levied under Part IV of this act as provided in that Part.
 - b. Taxes levied under Article 43 of Chapter 105 of the General Statutes as provided in G.S. 105-507.3.
 - c. Taxes levied under Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2(h) of S.L. 2009-527, and this act, as provided in that act.
- (2) The City shall transfer control of the operational assets of CATS to the Authority subject to use agreements between the City and the Authority.
- (3) The City shall retain ownership of any assets that are pledged as security for any outstanding indebtedness. Once any outstanding indebtedness is satisfied, the City shall begin transferring ownership of these assets of CATS to the Authority as provided in the agreements.
- (4) The City shall begin transferring ownership of other physical assets of CATS to the Authority as provided in the agreements.
- (5) The City shall retain the thirty million dollars (\$30,000,000) required fund balance from the existing CATS Revenue Reserve Fund. If these reserves must be used by the City to cover any debt service payments due within the current fiscal year, the Authority shall provide an amount sufficient to return the fund balance to the thirty million dollars (\$30,000,000) required balance. Once all applicable debt obligations have been satisfied, any amount remaining in the Fund shall revert to the Authority.
- (6) The Authority shall begin making payments to the City in accordance with agreements between the Authority and the City for the following:
 - a. An amount to the City that is, at a minimum, sufficient to cover any debt service payments due within the current fiscal year. Amounts must be provided according to a schedule that ensures the funds are available prior to the required payment dates.
 - b. An amount to reimburse the City for the acquisition of the Norfolk Southern O-Line as provided in the agreements.

- (7) Except as provided with specifically identified positions or individuals, employees of CATS shall be transferred from the City to the Authority.

SECTION 6.6. If Mecklenburg County enacts a tax authorized by Part IV of this act, then as of the date the tax levied under that Part becomes effective the interlocal agreement between Mecklenburg County, the City of Charlotte, the Town of Cornelius, the Town of Davidson, the Town of Huntersville, the Town of Matthews, the Town of Mint Hill, and the Town of Pineville dated February 16, 1999, as amended, and any other interlocal agreement with respect to the tax levied under Article 43 of Chapter 105 of the General Statutes or a tax levied under Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2(h) of S.L. 2009-527, and this act is terminated subject to any continuing obligations agreed to by the parties to that agreement. In addition, the Metropolitan Transit Commission is dissolved as of that date.

SECTION 6.7. If Mecklenburg County creates a metropolitan public transportation authority under Article 34 of Chapter 160A of the General Statutes, as enacted by Part V of this act, then, notwithstanding G.S. 160A-910 as enacted by that Part, any service outside of the territorial jurisdiction of the Authority that is offered as of the date that the Authority assumes operational control of the assets of CATS may continue without the governing bodies of the applicable political subdivisions granting approval by majority vote for the continuation of service.

SECTION 6.8. If Mecklenburg County creates a metropolitan public transportation authority under Article 34 of Chapter 160A of the General Statutes, as enacted by Part V of this act, then two of the appointments made under G.S. 160A-905(a)(8)a. shall be made upon the recommendation of Charlotte Regional Business Alliance, a 501(c)(6) organization and the other appointment made under that sub-subdivision shall be made upon the recommendation of the Foundation for the Carolinas, a 501(c)(3) organization.

PART VII. REVENUE BONDS

SECTION 7.1. The definitions in G.S. 159-81 apply in this Part.

SECTION 7.2. In addition to the revenues included in G.S. 159-81(4), a municipality may include as revenues the receipts from any sales and use tax or other local tax received by a municipality in connection with its ownership and operation of a revenue bond project or a utility or public service enterprise facility or system of which a revenue bond project is a part as long as the pledge of such receipts does not constitute a pledge of the municipality's taxing power.

SECTION 7.3. In addition to the powers provided in G.S. 159-83, a municipality has the authority to finance and refinance the cost of public transportation systems, facilities, or equipment with bonds or notes secured in one or more of the following ways: (i) by the revenues of the public transportation systems, facilities, or equipment, (ii) by pledge, mortgage, or grant of a security interest in all or a portion of the real and personal property, whether owned or leased, comprising the public transportation systems, facilities, or equipment, and (iii) as otherwise provided in Article 5 of Chapter 159 of the General Statutes. Notwithstanding anything in G.S. 159-83(a) or otherwise in Article 5 of Chapter 159 of the General Statutes to the contrary, each municipality may secure bonds or notes by a pledge of all or any portion of the revenues of public transportation systems, facilities, or equipment without regard to meeting the expense and maintenance and operation of and renewals and replacements with respect to the revenue bond project.

SECTION 7.4. This Part applies only to cities with a population of greater than 870,000 according to the 2020 federal decennial census or any subsequent federal decennial census and metropolitan public transportation authorities created under Article 34 of Chapter 160A of the General Statutes, as enacted by Part V of this act.

PART VIII. CONFORMING CHANGES

SECTION 8.1. G.S. 40A-3(c) reads as rewritten:

"(c) Other Public Condemnors. – For the public use or benefit, the following political entities shall possess the power of eminent domain and may acquire property by purchase, gift, or condemnation for the stated purposes.

- ...
- (14) A metropolitan public transportation authority established under Article 34 of Chapter 160A of the General Statutes for the purposes of that Article.

...."

SECTION 8.2. G.S. 105-164.14(c) reads as rewritten:

"(c) Certain Governmental Entities. – A governmental entity listed in this subsection is allowed an annual refund of sales and use taxes paid by it under this Article on direct purchases of items. Sales and use tax liability indirectly incurred by a governmental entity on building materials, supplies, fixtures, and equipment that become a part of or annexed to any building or structure that is owned or leased by the governmental entity and is being erected, altered, or repaired for use by the governmental entity is considered a sales or use tax liability incurred on direct purchases by the governmental entity for the purpose of this subsection. The refund allowed under this subsection does not apply to purchases of electricity, telecommunications service, ancillary service, piped natural gas, video programming, or a prepaid meal plan. A request for a refund must be in writing and must include any information and documentation required by the Secretary. A request for a refund is due within six months after the end of the governmental entity's fiscal year.

This subsection applies only to the following governmental entities:

- ...
- (15) A regional public transportation authority created pursuant to Article 26 of Chapter 160A of the General Statutes, a metropolitan public transportation authority created pursuant to Article 34 of Chapter 160A of the General Statutes, or a regional transportation authority created pursuant to Article 27 of Chapter 160A of the General Statutes.

...."

SECTION 8.3. G.S. 136-44.20(b1) reads as rewritten:

"(b1) The Secretary may, subject to the appropriations made by the General Assembly for any fiscal year, enter into State Full Funding Grant Agreements with a Regional Public Transportation Authority (RPTA) duly created and existing pursuant to Article 26 of Chapter ~~160A,~~ 160A of the General Statutes, a Regional Transportation Authority (RTA) duly created and existing pursuant to Article 27 of Chapter ~~160A,~~ 160A of the General Statutes, a Metropolitan Public Transportation Authority (MPTA) duly created and existing pursuant to Article 34 of Chapter 160A of the General Statutes, or a city organized under the laws of this State as defined in G.S. 160A-1(2), to provide State matching funds for "new start" fixed guideway projects in development by any entity pursuant to 49 U.S.C. § 5309. These grant agreements shall be executable only upon an Authority's or city's completion of and the Federal Transit Administration (FTA) approval of Preliminary Engineering and Environmental Impact Studies in anticipation of federal funding pursuant to 49 U.S.C. § 5309.

Prior to executing State Full Funding Grant Agreements, the Secretary shall submit proposed grant agreements or amendments to the Joint Legislative Transportation Oversight Committee for review. The agreements, consistent with federal guidance, shall define the limits of the "new starts" projects within the State, commit maximum levels of State financial participation, and establish terms and conditions of State financial participation.

State Full Funding Grant Agreements may provide for contribution of State funds in multiyear allotments. The multiyear allotments shall be based upon the Department's estimates,

made in conjunction with an Authority or city, of the grant amount required for "new start" project work to be performed in the appropriation fiscal year.

State funds may be used to fund fixed guideway projects developed without federal funding by the Department, a Regional Public Transportation Authority (RPTA) duly created and existing pursuant to Article 26 of Chapter 160A of the General Statutes, a Regional Transportation Authority (RTA) duly created and existing pursuant to Article 27 of Chapter 160A of the General Statutes, a Metropolitan Public Transportation Authority (MPTA) duly created and existing pursuant to Article 34 of Chapter 160A of the General Statutes, or a unit of local government. In addition, State funds may be used to pay administrative costs incurred by the Department while participating in such fixed guideway projects."

SECTION 8.4. G.S. 136-44.27(e) and (f) read as rewritten:

"(e) Funds distributed by the Department under this section shall be used by counties, public transportation authorities, metropolitan public transportation authorities, or regional public transportation authorities in a manner consistent with transportation development plans which have been approved by the Department and the Board of County Commissioners. To receive funds apportioned for a given fiscal year, a county shall have an approved transportation development plan. Funds that are not obligated in a given fiscal year due to the lack of such a plan will be distributed to the eligible counties based upon the distribution formula prescribed by subsection (d) of this section.

(f) A regional public transportation authority created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes and a metropolitan public transportation authority created under Article 34 of Chapter 160A of the General Statutes may, upon written agreement with the municipalities served by a public transportation ~~authority~~authority, ~~county served by the metropolitan public transportation authority~~, or counties served by the regional public transportation authority, apply for and receive any funds to which the member municipality or counties are entitled to receive based on the distribution formula set out in subsection (d) of this section."

SECTION 8.5. G.S. 143-129(h) reads as rewritten:

"(h) Transportation Authority Purchases. – Notwithstanding any other provision of this section, any board or governing body of any regional public transportation authority, hereafter referred to as a "RPTA," created pursuant to Article 26 of Chapter 160A of the General Statutes, ~~or a regional transportation authority, hereafter referred to as a "RTA," created pursuant to Article 27 of Chapter 160A of the General Statutes~~, or a metropolitan public transportation authority, hereafter referred to as a "MPTA," created pursuant to Article 34 of Chapter 160A of the General Statutes may approve the entering into of any contract for the purchase, lease, or other acquisition of any apparatus, supplies, materials, or equipment without competitive bidding and without meeting the requirements of subsection (b) of this section if the following procurement by competitive proposal (Request for Proposal) method is followed.

The competitive proposal method of procurement is normally conducted with more than one source submitting an offer or proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. If this procurement method is used, all of the following requirements apply:

- (1) Requests for proposals shall be publicized. All evaluation factors shall be identified along with their relative importance.
- (2) Proposals shall be solicited from an adequate number of qualified sources.
- (3) ~~RPTAs or RTAs~~ RPTAs, RTAs, or MPTAs shall have a method in place for conducting technical evaluations of proposals received and selecting awardees, with the goal of promoting fairness and competition without requiring strict adherence to specifications or price in determining the most advantageous proposal.

- (4) The award may be based upon initial proposals without further discussion or negotiation or, in the discretion of the evaluators, discussions or negotiations may be conducted either with all offerors or with those offerors determined to be within the competitive range, and one or more revised proposals or a best and final offer may be requested of all remaining offerors. The details and deficiencies of an offeror's proposal may not be disclosed to other offerors during any period of negotiation or discussion.
- (5) The award shall be made to the responsible firm whose proposal is most advantageous to the ~~RPTA's or the RTA's~~ RPTA's, RTA's, or MPTA's program with price and other factors considered.

The contents of the proposals shall not be public records until 14 days before the award of the contract.

The board or governing body of the ~~RPTA or the RTA~~ RPTA, the RTA, or the MPTA shall, at the regularly scheduled meeting, by formal motion make findings of fact that the procurement by competitive proposal (Request for Proposals) method of procuring the particular apparatus, supplies, materials, or equipment is the most appropriate acquisition method prior to the issuance of the requests for proposals and shall by formal motion certify that the requirements of this subsection have been followed before approving the contract.

Nothing in this subsection subjects a procurement by competitive proposal under this subsection to G.S. 143-49, 143-52, or 143-53.

~~RPTAs and RTAs~~ RPTAs, RTAs, and MPTAs may adopt regulations to implement this subsection."

SECTION 8.6. G.S. 143-157.1(d) reads as rewritten:

"(d) Reporting by Local Units of Government. – By September 1 of each year and with regard to each local board listed in this subsection, the information required by subsection (b) of this section shall be submitted on behalf of the appointing authority to the Secretary of State by the clerk of that appointing authority. Appointments to each of the following local boards, whether established by State law or local decision, or appointments to those local boards having equivalent functions, however named or denominated, must be reported:

- ...
- (26) A public transportation authority created pursuant to Article 25 of Chapter 160A of the General Statutes, a regional public transportation authority created pursuant to Article 26 of Chapter 160A of the General Statutes, ~~or~~ a regional transportation authority created pursuant to Article 27 of Chapter 160A of the General ~~Statutes~~ Statutes, or a metropolitan public transportation authority created pursuant to Article 34 of Chapter 160A of the General Statutes.

...."

SECTION 8.7. G.S. 153A-148.1(a) reads as rewritten:

"(a) Disclosure Prohibited. – Notwithstanding Chapter 132 of the General Statutes or any other law regarding access to public records, local tax records that contain information about a taxpayer's income or receipts are not public records. A current or former officer, employee, or agent of a county who in the course of service to or employment by the county has access to information about the amount of a taxpayer's income or receipts may not disclose the information to any other person unless the disclosure is made for one of the following purposes:

- ...
- (4) To exchange information with a regional public transportation ~~authority or authority,~~ authority, a regional transportation ~~authority~~ authority, or a metropolitan public transportation authority, created pursuant to Article ~~26 or 26,~~ Article 27-27, or Article 34 of Chapter 160A of the General Statutes, when the

information is needed to fulfill a duty imposed on the authority or on the county.

...."

SECTION 8.8. G.S. 159-48(e) reads as rewritten:

"(e) Each sanitary district, mosquito control district, hospital district, merged school administrative unit described in G.S. 115C-513, metropolitan sewerage district, metropolitan water district, metropolitan water and sewerage district, county water and sewer district, regional public transportation authority, metropolitan public transportation authority, and special airport district may borrow money and issue its bonds under this Article in evidence thereof for the purpose of paying any capital costs of any one or more of the purposes for which it is authorized, by general laws uniformly applicable throughout the State, to raise or appropriate money, except for current expenses."

SECTION 8.9. G.S. 159-81 reads as rewritten:

"§ 159-81. Definitions.

The words and phrases defined in this section shall have the meanings indicated when used in this Article:

- (1) "Municipality" means a county, city, town, incorporated village, sanitary district, metropolitan sewerage district, metropolitan water district, metropolitan water and sewerage district, county water and sewer district, water and sewer authority, hospital authority, hospital district, parking authority, special airport district, special district created under Article 43 of Chapter 105 of the General Statutes, regional public transportation authority, regional transportation authority, metropolitan public transportation authority, regional natural gas district, regional sports authority, airport authority, joint agency created pursuant to Part 1 of Article 20 of Chapter 160A of the General Statutes, a joint agency authorized by agreement between two cities to operate an airport pursuant to G.S. 63-56, the North Carolina Turnpike Authority described in Article 6H of Chapter 136 of the General Statutes and transferred to the Department of Transportation pursuant to G.S. 136-89.182(b), and a Ferry Transportation Authority created pursuant to Article 29 of Chapter 160A of the General Statutes, but not any other forms of State or local government.

...."

SECTION 8.10. G.S. 160A-20(h) reads as rewritten:

"(h) Local Government Defined. – As used in this section, the term "unit of local government" means any of the following:

...

- (11) A regional public transportation ~~authority or authority~~, a regional transportation ~~authority~~ authority, or a metropolitan public transportation authority created pursuant to Article ~~26 or 26~~, Article ~~27-27~~, or Article ~~34~~ of this Chapter.

...."

PART IX. STATE FUNDING PROVISIONS

SECTION 9.1. It is the intent of the General Assembly not to reduce transportation funding allocations for any municipality in Mecklenburg County as a result of the enactment of this act or the levy of a tax under the provisions of this act. In addition, it is the intent of the General Assembly not to reduce State transportation funding for State projects located in Mecklenburg County as a result of the enactment of this act or the levy of a tax under the provisions of this act. Without specific authorization from the General Assembly, the Department

of Transportation may not reduce funding for any transportation projects as a result of this act or the levy of a tax pursuant to Part II, III, or IV of this act.

SECTION 9.2. Notwithstanding the provisions of G.S. 136-189.11(f), the Department of Transportation shall not revise highway project selection ratings as provided in that statute based on local funding participation by the City of Charlotte, the Town of Cornelius, the Town of Davidson, the Town of Huntersville, the Town of Matthews, the Town of Mint Hill, or the Town of Pineville.

SECTION 9.3. The State Auditor is authorized to conduct audits, in accordance with Article 5A of Chapter 147 of the General Statutes, of a local government or metropolitan public transportation authority in its utilization of net proceeds distributed by the Secretary of Revenue pursuant to Part IV of this act to the extent that a local government or metropolitan public transportation authority uses those net proceeds for local funding shares or local funding contributions for any individual projects which are subject to prioritization pursuant to G.S. 136-189.11, and to make findings that a local government or metropolitan public transportation authority has complied with applicable laws. Findings by the State Auditor shall be submitted to the Joint Legislative Commission on Governmental Operations, Joint Legislative Transportation Oversight Committee, and the Fiscal Research Division. Local governments, metropolitan public transportation authorities, and the Department of Transportation shall give the State Auditor full access to all employees, public financial information and records, and all data necessary to complete the audit and the report. The State Auditor shall submit any findings required by this section, and as otherwise required by law, to the General Assembly within 30 days of finalizing the report.

PART X. EFFECTIVE DATE

SECTION 10. Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 30th day of June, 2025.

s/ Phil Berger
President Pro Tempore of the Senate

s/ Donna McDowell White
Presiding Officer of the House of Representatives

s/ Josh Stein
Governor

Approved 9:47 a.m. this 1st day of July, 2025



AGENDA MEMO

To: Davidson Board of Commissioners
From: Andrew Golden, Transportation Planner
Date: August 12, 2025
Re: Vision Zero Action Plan Update

ITEM SUMMARY/OVERVIEW

The Vision Zero Action Plan is a local safety plan that aims to achieve and maintain zero fatalities and serious injuries on our roadways. It utilizes the Safe Systems Approach to prioritize projects that create a culture of safety that focuses on roadway design and education. The Davidson Vision Zero Action Plan was adopted by the Board of Commissioners in June 2023. [Click here](#) to view the plan. Since that time, staff from various departments have worked together to implement the plan's safety initiatives. This presentation highlights current and upcoming projects, and explores new ideas for implementing the Vision Zero Action Plan.

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.

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

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

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

Citizens need to move easily throughout the town and region, so government will provide a variety of options, such as sidewalks, bike paths, greenways, connected streets, and transit.

Davidson exists in proximity to and is interdependent with other jurisdictions, so we strive for local, regional, state and federal cooperation.

NEXT STEPS

Staff will continue implementation initiatives.



Vision Zero Action Plan Update

Andrew Golden
Transportation Planner
August 12, 2025

www.townofdavidson.org

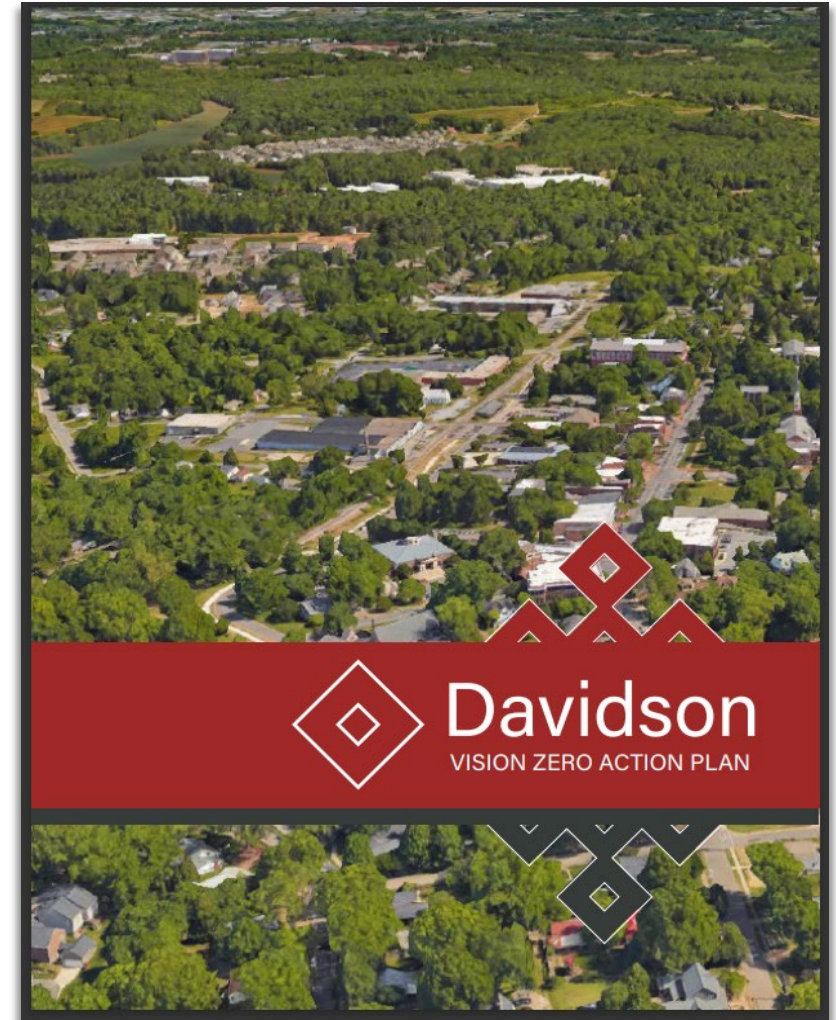
Vison Zero



2024-2025 Strategic Plan

Connecting People and Places: Priority Strategy 2

*Continue to implement priorities from the Vision
Zero Action Plan*



Adopted 2023

The Vision Zero Approach

Safe Systems

- Paradigm shift in transportation safety
- Human-centered approach
 1. Death and serious injuries are unacceptable
 2. Humans make mistakes
 3. Humans are vulnerable
 4. Responsibility is shared
 5. Safety is proactive
 6. Redundancy is crucial



Projects: Traffic Garden

Safe Systems Approach

- Safer People
- Education
- Safety is Proactive



Drone image from RAM Pavement

Projects: Daylighting



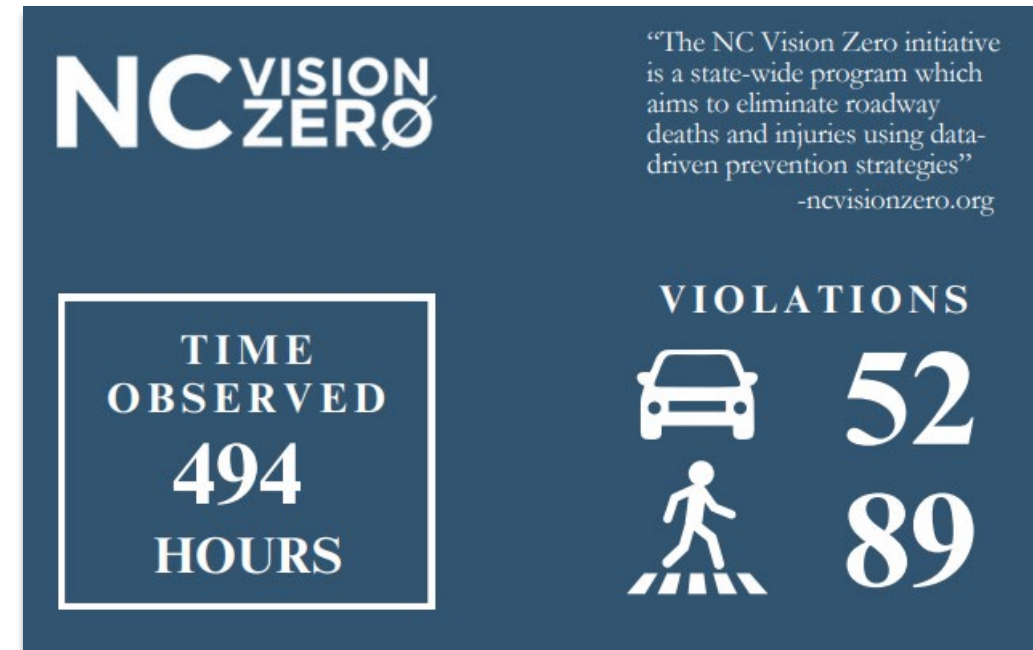
Police Department Involvement

A Vision Zero Refresh

- Gathering Data, Assessing, & Education
- Speed studies
- Tools:
 - Traffic Trailer
 - Speed Feedback Signs

Patrol

- Officers are focusing on Vision Zero enforcement
- 3x a day in targeted locations based on data

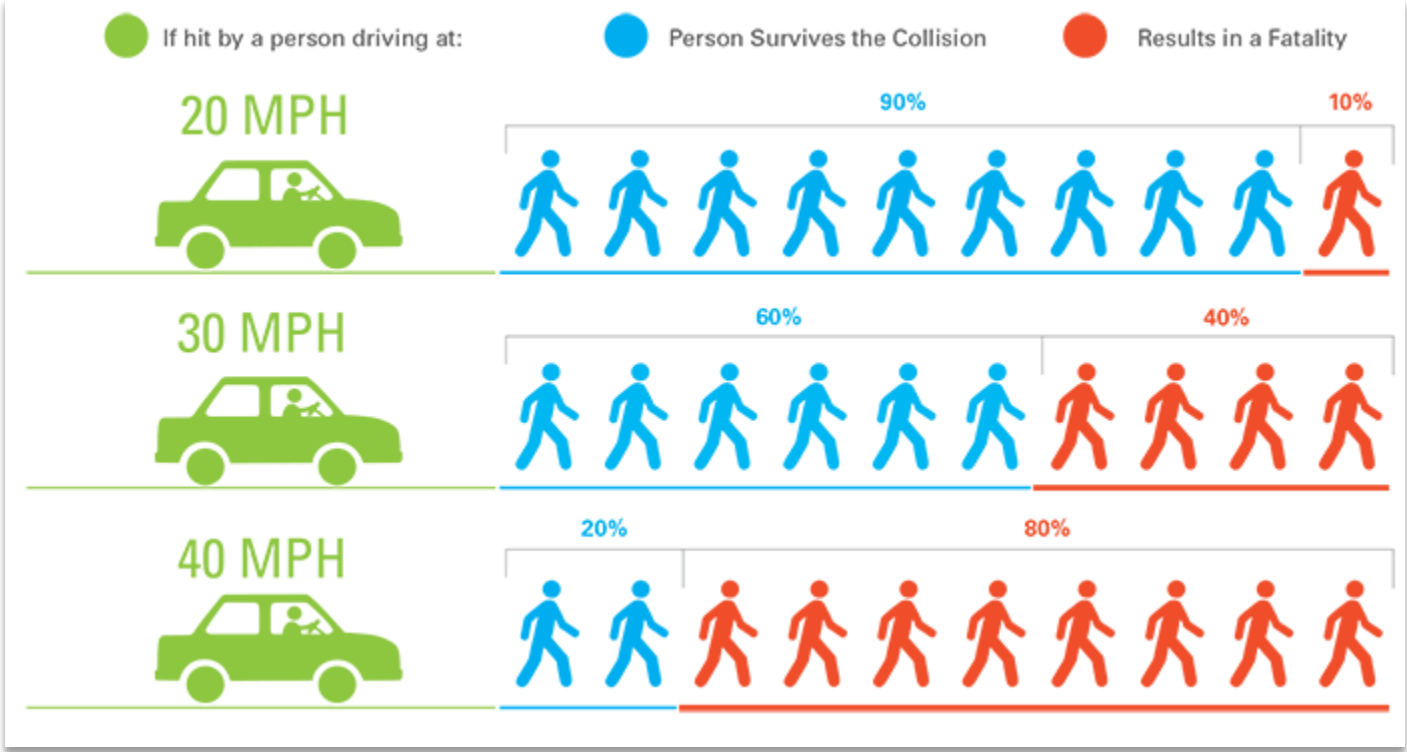


2024 Police Department VZ Report

Other Initiatives: Main Street Safe Systems Approach

Safe Systems Approach

- Humans make mistakes
- Safer People
- Safer Speeds
- Education, Accountability, & Infrastructure



ITE Organization—A Community of Transportation Professionals

Other Initiatives: Main Street Safety

Potential Next Steps

- Pedestrian Scramble pavement markings
- Additional signage
- Paint/Striping warnings at parking spots
- Street Stickers/Paint around Pedestrian Safety Zone areas
- Crosswalk Flags
- Targeted Enforcement
- Positive Reinforcement
- Targeted Event Messaging
- Downtown Streetscape Plan
- Data Counts before/after initiatives



The Town of Davidson continues its effort to educate the community by prioritizing safety culture with a new town ordinance Sec. 70-46 designating Pedestrian Safety Zones (PSZ.)

PSZs are intended for all within the zone to practice behaviors that encourage shared responsibility and mutual respect where drivers, walkers, and cyclists share space.

This public safety initiative to enforce improper road crossings is in direct alignment with the [Vision Zero Davidson](#) Action Plan and the state's WATCH FOR ME NC program.



Improper Crossing of Roadway in a Pedestrian Safety Zone

Town Ordinance
Chapter 70, Article II - Operation,
Section 70-46

WARNING ISSUED

Violation

- Pedestrian improper crossing in pedestrian safety zone (PSZ)
- The fine for the above ordinance violation shall not exceed \$30.00

Educational Pamphlet handed out by Police

Other Initiatives- RRFBs

Rectangular Rapid Flashing Beacons (RRFBs)

New Locations:

- South Street near Storyhill
(*developer*)
- Griffith & Spinnaker Cove
- Concord & St. Albans

Design Complete & Under Review

- Concord & D Road
- Kimberly & Concord



RRFB example

Other Initiatives - Placemaking



Davidson Elementary Crosswalks



Next Location Identified

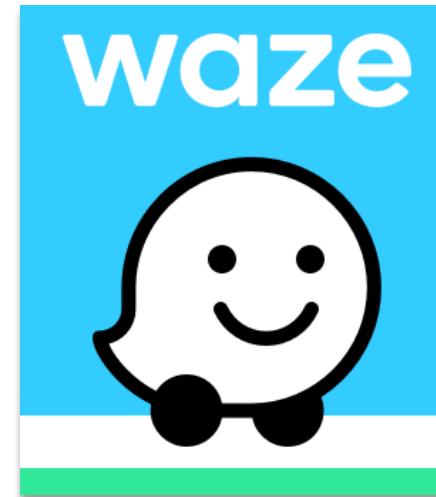
Communications/Education

Community Communication

- Social Media focus
- Refresh the #STOPLOOKWAIT
#KeepOurCrossingsSafe #StaySafeDavidson!
- 20-second Police educational/safety videos

Visitor Communication

- Additional signage
- Waze App for Cities (Google Maps)



CRTPO Comprehensive Safety Action Plan

Safety is Everyone's Business

CRTPO awarded \$3.15 million from USDOT SS4A
Regional Comprehensive Safety Action Plan (CSAP)

- Update Vision Zero Plan and technical support for Davidson
- Consultant will collaborate with Davidson
 - Supplemental software analysis & technical support
 - Priority project list updates.
 - Data Sharing
 - Updates to High Injury Network
 - Conduct Road Safety Audits



QUESTIONS

