



**Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, August 26, 2025 at 6:00 PM**

I. CALL TO ORDER

II. ANNOUNCEMENTS / PROCLAMATIONS

a. National Suicide Prevention Awareness Month

III. CHANGES / ADOPTION OF THE AGENDA

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

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

V. CONSENT

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

a. Consider Approval of Draft July Meeting Minutes

Summary: Draft Meeting Minutes from July 22 regular meeting.

b. Consider Approval of FY2026 Tax Levy Order of Collection for Mecklenburg and Iredell Counties and FY2025 Settlement Statements

Summary: Enters the FY2025 Tax Collector's Settlement Statement for Mecklenburg and Iredell Counties into the official record of the Town of Davidson. The "Order of Collection" authorizes the Tax Collector to collect the ad valorem taxes as assessed by the office of the Tax Assessor. This item includes both Mecklenburg and Iredell Counties.

c. Consider Approval of Resolution 2025-19 Adopting the 2025 Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan

Summary: The Board of Commissioners received the 2025 Mecklenburg County Multi-Jurisdictional Hazard Mitigation update at the July 22, 2025 meeting. [Click here](#) to view the plan. Mecklenburg County Emergency Management has requested

that all municipalities pass a resolution adopting the 2025 plan update. The Board of Commissioners is asked to approve Resolution 2025-19 Adopting the 2025 Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan.

d. Consider Approval of a Tax Levy Adjustment

Summary: The Town received a tax levy adjustment refund check request from the Mecklenburg County Assessor's Office for \$409.64 on one parcel. The refunds will be issued directly by the Town of Davidson. Details regarding the refund request are available in the Finance Office.

e. Consider Approval of Resolution 2025-20 Interlocal Agreement with Mecklenburg County to Provide Fire Services in the Davidson ETJ/North Star Fire District

Summary: Mecklenburg County contracts with the Town of Davidson to provide Fire Protection Services within the Davidson ETJ, or the North Star Fire District. This annual contract runs from July 1st to June 30th of each year. Mecklenburg County provides funding to the Town of Davidson for Fire Protection Services within the ETJ. The Board of Commissioners is asked to consider approval of the resolution that recognizes the North Star Fire District Fire Protection Services agreement for FY26.

f. Consider Approval of BA2026-05 - Mecklenburg County Emergency Management grant to fund the Town-wide Comprehensive Emergency Management Plan (CEMP)

Summary: BA2026-05 Recognizes revenue from a Mecklenburg County Emergency Management grant to fund the Town-wide Comprehensive Emergency Management Plan (CEMP).

g. Consider Approval of Noise Ordinance Variance Request – Neal Residence, 226 South Street, October 11, 2025

Summary: Jay and Charlotte Neal, 226 South Street, have requested a noise ordinance variance for Saturday, October 11, 2025 from 5:00 p.m. to 11:00 p.m., for a wedding reception with a DJ in their backyard. Recommended conditions include the prior notification of the properties within 500 feet of the home and the music speakers are to be oriented towards South Main Street. Staff recommends approval.

h. Consider Approval of Contract with ESP Associates, Inc. for Design of the River Run to Summers Walk Greenway

Summary: The greenway connection between Summers Walk and River Run through Mecklenburg County's West Branch Nature Preserve has been in the planning for many years and funding is included in the Town CIP. The next step is to design the project in order to move to construction. The board is asked to approve a contract with ESP Associates to design the River Run to Summers Walk greenway.

VI. BUSINESS ITEMS

a. Consider Approval of Naming the Clontz Trail at Beaty Park

Presenter: Leslie Willis, Parks & Recreation Director

Summary: Eagle Scout Candidate, Benji Beall, is working with the Town of Davidson's Parks and Recreation Department to install 3 trailhead signs in Beaty Park. The signs will include a brief history of the park, trail layout and distances, and amenities. Benji Beall is requesting to name one of the trails, "Clontz Trail" to honor the Clontz Family's contribution to the land.

Action/Proposed Motion: Motion to approve naming a trail in Beaty Park, the Clontz Trail, in accordance with the Town of Davidson Naming Policy.

b. Affordable Housing and Equity Board Transition

Presenter: Austin Nantz, Assistant Town Manager

Summary: Affordable housing work is increasingly technical and complex—requiring specialized expertise in areas such as development finance, real estate, construction, and land use policy. Staff recommends transitioning from the formal Advisory Board model to a more flexible engagement model that will allow us to bring in local industry professionals and subject-matter experts as needed on a project-by-project basis. This recommended change is directly related to a commitment to good governance. It is not related to national politics.

Action/Proposed Motion: Motion to transition from the current format of a formal Affordable Housing and Equity Advisory Board to an administrative ad hoc Affordable Housing Industry Roundtable Group, effective immediately.

c. Consider Approval of 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.

This item was previously discussed at the August 12, 2025 meeting.

Action/Proposed Motion: Motion to approve the Mecklenburg Public Transportation Authority Memorandum of Understanding.

VII. SUMMARIZE MEETING ACTION ITEMS

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

VIII. CLOSED SESSION

a. NCGS §143-318.11 (a) (5) – Real Property

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

IX. ADJOURN



PROCLAMATION National Suicide Prevention Awareness Month

WHEREAS, September is recognized as "Suicide Awareness Month" to raise the visibility of mental health and proactive suicide prevention resources in our community. We also want to start the conversation, destigmatize it, and help connect people with the appropriate support services; and

WHEREAS, According to the American Foundation for Suicide Prevention, more than 49,000 people die by suicide annually in the United States; and

WHEREAS, "**Start a Conversation. Be the Difference.**" is the National Alliance on Mental Illness' annual call to action during September's Suicide Prevention Month, encouraging people to open up, listen, and support those experiencing mental health challenges or suicidal thoughts to save lives and promote healing; and

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

WHEREAS, Community partners like the Davidson Co-Responder Program and the Charlotte chapter of the National Alliance on Mental Illness serve on the front lines of a war that many refuse to discuss due to stigma; and

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

NOW, THEREFORE, I, Rusty Knox, Mayor of Davidson, do hereby proclaim September 2025 as "**NATIONAL SUICIDE PREVENTION AWARENESS MONTH**" in Davidson and urge all community members to play a role in suicide prevention and promote mental health and wellness as we strive towards zero suicides.

Proclaimed the 26th day of August 2025.

Rusty Knox, Mayor



July 22, 2025

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

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, July 22, 2025 in the Town Hall and Community Center Council Chamber. Present were Mayor Pro Tem Autumn Rierson Michael, Commissioners Tracy Mattison-Brandon, Steve Justus, and Ted Stauffer. Mayor Knox and Commissioner Ryan Fay were absent. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Karen Wolter, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Pro Tem Rierson Michael called the meeting to order at 6:00 p.m. Mayor Knox and Commissioner Fay were absent.

- **ANNOUNCEMENTS**

Town Clerk Betsy Shores announced the following:

Join us this Saturday, July 26, for Party with Parks and Rec Day from 11:00 a.m. to 2:00 p.m. at Beaty Park. This fun event will be in celebration of National Parks and Recreation Month. Come interact with the Town's Parks and Recreation Department staff, listen to live music, play games, and fish from the new pier. Attendees will also enjoy delicious treats from local favorites, including Ben & Jerry's Ice Cream, State Fair Mini Donuts, and Kona Ice. "Party with Parks and Rec" is the perfect way to celebrate the value of parks and recreation in the Davidson community. Bring your friends, family, and neighbors for a day of connection, fun, and summer celebration.

Mark your calendar for August 1st for the next First Fridays event along Main Street in Davidson. This is a gallery crawl type of event showcasing artworks from local artists, music and shopping as most of our businesses will stay open until 7:00 p.m. This event is part of Davidson's Social District so you can enjoy strolling along the sidewalks with a beverage from one of our participating restaurants. This is a great way to support local businesses, artists, and musicians.

Applications to participate as a vendor at the 2025 Christmas in Davidson or to participate in the 43rd Annual North Mecklenburg Holiday Parade will be available on Friday, August 1, 2025. Christmas in Davidson will take place nightly from 6:00 p.m. – 9:00 p.m. on Thursday, December 4; Friday, December 5; and Saturday, December 6. The 43rd Annual North Mecklenburg Holiday Parade will take place on Saturday, December 6, at 1:00 p.m. The parade route is approximately 2 miles long and follows Main Street (Hwy. 115) from Historic Downtown Davidson, ending at the intersection of North Main Street and Catawba Avenue in the Town of Cornelius.

The next Davidson Board of Commissioners Chat will be held on Tuesday, August 19 from 7:00 p.m. - 8:00 p.m. at the Davidson Public Safety Building. The August chat will be an opportunity to meet with Commissioners and Police Chief Phil Geiger. Commissioner Chats are public meetings designed to be informal ways for residents to discuss current issues and projects in the Town. All are welcome to attend.

- **CHANGES/ADOPTION OF THE AGENDA**

Town Manager Justice requested adding a closed session at the end of the meeting per NCGS 143-318.11. (a) (6) – Personnel.

Commissioner Justus made a motion to adopt the agenda as amended. The motion passed unanimously (4-0).

- **PRESENTATION**

The Davidson Police Department held a promotion ceremony for Lieutenant Cindy Smith and swearing in for Officer Ariel Altamirano, Officer Robert Davis, Officer Taylor Emmell, Officer Breana Green, Officer Molly Hagerty, Officer William Roper, and Officer Jacob Smith.

- **PUBLIC COMMENT**

The public comment period opened at 6:16 p.m. and closed at 6:29 p.m. Four people spoke during the public comment period.

Steve Sonnenberg spoke about the Veterans' Day speaker criteria.

Bill Fountain spoke about CMS Schools.

Libby Cable spoke about Affordable Housing, the Davidson Housing Coalition, and financial support for gaps in funding.

Shawn Copeland shared similar comments to Libby Cable, the recent Oakhill Master Plan review and intentional planning by the Town of Davidson.

- **CONSENT AGENDA**

Approval of June Meeting Minutes

Approval of Budget Amendment 2026-01

Approval of Budget Amendment 2026-02

Approval of Budget Amendment 2026-03

Approval of Resolution 2025-17 Authorizing the Conveyance of 509 Annie Lowery Way to an Income-Qualified Buyer

Approval of Resolution 2025-18 Authorizing the Conveyance of 513 Annie Lowery Way to an Income-Qualified Buyer

Approval of Amendment to Resolution 2025-02 Streets Acceptance for Kenmare

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

- **BUSINESS ITEMS**

(a) Senior Planner Lindsay Laird discussed with the Board the **Sloan House Proposals for Preservation and Adaptive Reuse/Redevelopment**. 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 as the preferred option.

The Board of Commissioners will be asked to consider approval of the recommended proposal and authorize the Town Manager to move forward with a contract and sale of the property.

(b) Assistant Town Manager Austin Nantz presented an update on the **Oak Hill Phase 2 Affordable Housing Partnership** with Community Housing Partners (CHP). CHP is developing 46 affordable units at Oak Hill for individuals at 30-80% of the area median income (AMI). This roughly \$15 million development is currently working through the planning process with the Town and Mecklenburg County. The project has a \$1.67 million gap in funding. The Town, Mecklenburg County, and the City of Charlotte, as administrators of the federal HOMES program for our region, are proposing a partnership to fill the funding gap on this project.

Commissioner Stauffer made a motion to approve Budget Amendment 2026-04 allocating \$500,000 from the Affordable Housing Fund to fund the Oak Hill Phase 2 project and authorize the Town Manager to work with all parties and negotiate and execute the terms of an agreement with Community Housing Partners. The motion passed unanimously (4-0).

(c) Police Chief Phil Geiger discussed with the Board an **update to the Town of Davidson Municipal Code of Ordinances that pertains to Solicitation and Peddling**. The Town has identified reasonable time, place, and manner restrictions on door-to-door solicitations and peddling upon public property. This item was previously discussed at the June 24 meeting.

Commissioner Mattison Brandon made a motion to adopt Ordinance 2025-07 Amending Chapter 18 – Businesses and Business Regulations, Article IV Solicitors and Peddlers, and amended the FY26 Fee Schedule, as applicable. The motion passed unanimously (4-0).

(d) Fire Chief Ryan Monteith discussed with the Board the **Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan**, a comprehensive plan that identifies risks and capability assessment within Mecklenburg County. The 2025 update to the plan has been approved by

North Carolina Emergency Management and sent to FEMA for final approval. Adoption of the plan by all municipalities within Mecklenburg County is required. The 2025 plan update covers risks, capability assessment, and action items specific to the Town of Davidson.

The Board will be asked to consider approval of a resolution adopting the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan at the August 26 board meeting on the consent agenda.

- **CLOSED SESSION**

Commissioner Justus made a motion to move to closed session per NCGS 143-318.11. (a) (6) – Personnel at 7:40 p.m. The motion passed unanimously (4-0).

Commissioner Mattison Brandon made a motion to end the closed session and resume the open session at 8:18 p.m. The motion passed unanimously (4-0).

- **ADJOURN**

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

The meeting adjourned at 8:20 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



MECKLENBURG COUNTY

Office of the Tax Collector

To: James Justice, Davidson Town Manager
From: Julissa Fernández, Interim Tax Collector
Date: July 15, 2025
Subject: Tax Collector's Settlement for Fiscal Year 2025

Pursuant to the provisions of N.C.G.S. 105-373, this memorandum is the Tax Collector's report of settlement to the Davidson Town Commission for Fiscal Year 2025 (tax year 2024).

The total FY 2025 Real Estate, Personal Property and Registered Motor Vehicle Tax charged to the Tax Collector for collection was \$10,899,363.94.

<u>Net Levy</u>	<u>Collected</u>	<u>Uncollected*</u>	<u>Pct. Collected</u>
\$10,899,363.94	\$10,879,949.07	\$31,970.01	99.82%

At the end of FY 2025 there were 0 tax bills under formal appeal with the Board of Equalization and Review or the Property Tax Commission. In addition, there only 1 real estate, personal property, and registered motor vehicle tax bill in bankruptcy, totaling \$9.13, at the end of FY2025. With only 1 tax bill barred from collection, the final collection percentage remains at 99.82%.

Reference is hereby made to reports in the Office of the Tax Collector that list the persons owning real property and personal property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. These reports are available for inspection and review upon request. The Tax Collector has made diligent efforts to collect the taxes due from the persons listed by utilizing the remedies available to her for collection.

*Note that the amount collected subtracted from the net levy does not equal the uncollected amount because the amount collected includes the advertisement fee, garnishment fee, non-sufficient funds fee and interest.

Tax Collector's Settlement for Fiscal Year 2025

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Prior Year Collections

During FY 2025, the Tax Collector pursued collection of delinquent prior year taxes.

Real Estate and Personal Property Tax:

<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2025</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2014	\$6,213,153.95	\$0.00	\$4,168.05	99.93%
2015	\$6,347,650.30	\$0.00	\$3,654.59	99.96%
2016	\$6,544,054.75	\$77.42	\$4,318.46	99.93%
2017	\$6,854,298.90	\$145.22	\$6,159.08	99.91%
2018	\$6,990,851.48	\$177.71	\$6,325.93	99.91%
2019	\$7,710,692.65	\$494.15	\$5,947.97	99.92%
2020	\$8,007,473.00	\$414.44	\$4,182.50	99.95%
2021	\$8,394,295.67	\$1,452.77	\$5,734.51	99.93%
2022	\$8,762,569.43	\$1,236.54	\$7,223.16	99.92%
2023	\$10,695,779.05	\$15,126.07	\$18,694.11	99.83%

Registered Motor Vehicle Tax:

<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2025</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2021	\$0.00	\$0.00	\$0.00	N/A
2022	\$0.00	\$0.00	\$0.00	N/A
2023	\$0.00	\$0.00	\$0.00	N/A

Please contact me at Julissa.Fernandez@MecklenburgCountyNC.gov or 980-314-4488 if you have any questions or comments regarding this settlement report.

North Carolina General Statute 105-373(3) requires that this settlement be submitted to the governing board. The settlement shall be entered into the minutes of the governing body. Please ensure that this settlement is entered into the minutes of the governing body as required by statute.

cc: Pieter Swart, Town of Davidson Finance Director
Frank Wirth, Tax Collections Director

Julissa P. Goff
Interim Tax Collector

7/15/2025
Date

Sworn to and subscribed before me this 15 day of July, 2025

Veronica Price
Notary Public

My commission expires: 11-07-27
Date



ORDER OF COLLECTION

STATE OF NORTH CAROLINA

TOWN OF DAVIDSON

TO THE TAX COLLECTOR OF THE COUNTY OF MECKLENBURG COUNTY

GENERAL STATUTE 105-321(b)

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records, filed in the Office of the Tax Assessor and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Davidson, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this _____ day of _____, 2025.

Mayor, Town of Davidson (SEAL)

Attest:

Clerk to the Board

ORDER OF COLLECTION

STATE OF NORTH CAROLINA

TOWN OF DAVIDSON

TO THE TAX COLLECTOR OF THE COUNTY OF MECKLENBURG COUNTY

GENERAL STATUTE 105-321(b)

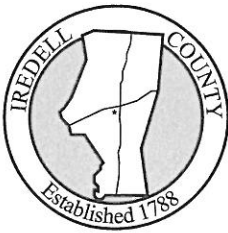
You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records, filed in the Office of the Tax Assessor and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Davidson, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this _____ day of _____, 2025.

Mayor, Town of Davidson (SEAL)

Attest:

Clerk to the Board



IREDELL COUNTY
OFFICE OF THE TAX COLLECTOR

Department of Tax Administration
Post Office Box 1027
Statesville, North Carolina 28687-1027

Fax: (704) 928-2033

To: James Justice, Davidson Manager
From: Bill Furches, Tax Administrator/Collector
Date: July 8, 2025
Subject: Tax Collector's Settlement for Fiscal Year 2025

Pursuant to the provisions of N.C.G.S. 105-373, this memorandum is the Tax Collector's report of settlement to the Davidson Town Commission for the Fiscal Year 2025 (tax year 2024).

Net Levy	\$348,597.71
VTS (vehicles)	29,274.40
Total Levy	\$377,872.11
Collected	\$377,872.11
Uncollected	0
Percent Collected	100.00%

Uncollected Balances from Prior Years

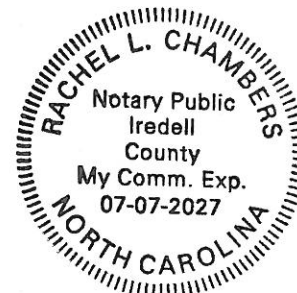
Year Assessed	Balance
2018	34.64
2021	14.78
Total Uncollected	\$ 49.42

Tax Collector Bill Furches July 8, 2025

Sworn to and subscribed before me this 8th day of July, 2025.

Notary Public Rachel L. Chambers

My commission expires on 07/07/2027



ORDER OF COLLECTION

NORTH CAROLINA, DAVIDSON

TO THE TAX COLLECTOR OF IREDELL COUNTY
GENERAL STATUTE 105-321(b)

You are hereby authorized, empowered and commanded to collect the taxes set forth in the tax records, filed in the office of the Tax Assessor and the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be first lien upon all real property of the respective taxpayers in Davidson and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real and personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand official seal, this 26th day of August, 2025.

_____(SEAL)
Rusty Knox
Mayor of Davidson

Attest:

Elizabeth K. Shores
Town Clerk



RESOLUTION 2025-19
ADOPTING MECKLENBURG COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Davidson, Mecklenburg County, are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to dam/levee failure, drought, excessive heat, flooding, hurricane and tropical storm, infectious disease, landslide, severe winter weather, tornadoes and thunderstorms, and wildfire; and

WHEREAS, the Town of Davidson desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000, as amended, states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, Mecklenburg County has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations and at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management, and that the plans have been updated in accordance with federal laws including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; the National Dam Safety Program Act, as amended; as required under regulations at 44 CFR Part 201, and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; and

WHEREAS, it is the intent of the Board of Commissioners of the Town of Davidson to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of the Town of Davidson hereby:

1. Adopts the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan.
2. Vests the Town of Davidson with the responsibility, authority, and the means to:
 - a. Inform all concerned parties of this action.
 - b. Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring

communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

3. Appoints Charlotte-Mecklenburg Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Town of Davidson Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted on the ____ of ____ 2025

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk



**RESOLUTION 2025-20
ADOPTING MECKLENBURG COUNTY
FIRE PROTECTION SERVICES AGREEMENT WITHIN THE TOWN OF DAVIDSON ETJ
OR NORTH STAR FIRE DISTRICT**

WHEREAS, North Carolina General Statute §153A-233 provides that a county may maintain a fire department and provide financial assistance to incorporated volunteer fire departments (VFD) and may contract for fire- fighting or prevention services with counties, cities, or other units of local government, and may for these purposes appropriate funds not otherwise limited as to use by law; and

WHEREAS, the Mecklenburg Board of County Commissioners has established fire protection service districts that cover the entire unincorporated area of Mecklenburg County and has levied a property tax for every fire protection service district for the purpose of funding fire protection services in the unincorporated area of Mecklenburg County; and

WHEREAS, the Town agrees to contract with the County to provide fire protection services in the area that is within the portion of unincorporated Mecklenburg County which is in the sphere of influence of the Town as shown on the map attached hereto as Attachment A (such area referred to herein as the “District”) by exercising the power granted to the County by N.C.G.S. 153A-233 to maintain a fire department and/or to provide financial assistance to incorporated volunteer fire departments in the unincorporated area of Mecklenburg County; and

WHEREAS, the County and Town desire to enter into this Agreement for the Town to furnish fire protection and emergency services for and within the District using either a municipal fire department, or by contracting with one or more incorporated volunteer fire departments that meet the criteria set forth in this Agreement.

NOW, THEREFORE, be it resolved that the Board of Commissioners of the Town of Davidson hereby:

1. Authorizes the Town Manager or Mayor to execute the Mecklenburg County Fire Protection Services Agreement.
2. The term of the contract is 7/1/25 – 06/30/26.

Adopted on the ____ of ____ 2025

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk



State of North Carolina

County of Mecklenburg

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of July 2025 by and between **Mecklenburg County**, a political subdivision of the State of North Carolina, hereinafter referred to as the "County", and the **Town of Davidson**, a North Carolina municipal corporation, hereinafter referred to as the "Town".

Identification:	Town of Davidson
Address:	PO Box 579 Davidson, NC 28036
Telephone:	704-940-9618
Contact Person:	James Justice
Term of Contract:	7/1/25 – 06/30/26

RECITALS:

- A. WHEREAS, North Carolina General Statute §153A-233 provides that a county may maintain a fire department and provide financial assistance to incorporated volunteer fire departments (VFD) and may contract for fire-fighting or prevention services with counties, cities, or other units of local government, and may for these purposes appropriate funds not otherwise limited as to use by law; and
- B. WHEREAS, the Mecklenburg Board of County Commissioners has established fire protection service districts that cover the entire unincorporated area of Mecklenburg County and has levied a property tax for every fire protection service district for the purpose of funding fire protection services in the unincorporated area of Mecklenburg County; and
- C. WHEREAS, the Town agrees to contract with the County to provide fire protection services in the area that is within the portion of unincorporated Mecklenburg County which is in the sphere of influence of the Town as shown on the map attached hereto as Attachment A (such area referred to herein as the "District") by exercising the power granted to the County by N.C.G.S. 153A-233 to maintain a fire department and/or to provide financial assistance to incorporated volunteer fire departments in the unincorporated area of Mecklenburg County; and
- D. WHEREAS, the County and Town desire to enter into this Agreement for the Town to furnish fire protection and emergency services for and within the District using either a municipal fire department, or by contracting with one or more incorporated volunteer fire departments that meet the criteria set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto contract and agree as follows:

SECTION 1. USE AND AMOUNT OF SERVICE TAX LEVIED

The Mecklenburg Board of County Commissioners has agreed to levy and collect a tax each year on all taxable property within District. The amount of such fire protection service district tax levy shall be determined by the Board of County Commissioners from year to year and maintained by the County in a special fund as provided by law and more

specifically set out in Section 2 hereunder. Out of this fund, the County shall, to the extent of the taxes collected hereunder, provide funds for fire protection services for the District by appropriating funds for fire protection services to the Town. For each fiscal year, the funds provided to the Town from the fire protection service district tax fund shall be based on the request submitted by the Town to the County and as approved by and deemed necessary by the Board of County Commissioners for furnishing fire protection services within the District. The Town will recommend a tax rate for the District based on their annual budget assessment as it relates to the projected tax rate for fire protection services within the Town.

Fire protection services district tax funds levied and collected by the County and paid to the Town by the County shall be used solely for fire department operations, fire protection and emergency services in the District and other areas of response as dispatched and to meet the standards established by this Agreement.

SECTION 2. ACCOUNT MAINTAINED FOR RECEIPTS FROM SERVICE TAX

A separate account will be maintained by the County for the receipts from the property tax levied for the District. Any fire protection service tax district revenues collected annually in excess of the approved total appropriations shall be maintained in the separate account established by the County and held for appropriation in future fiscal years to fund fire protection services in the tax district from which collected. The Mecklenburg County Fire Commission shall make recommendations to the Board of County Commissioners for distribution of these revenues.

The County will pay the approved total appropriations, up to the amount of taxes collected, to the Town in equal monthly payments on the last day of each month.

SECTION 3. PAYMENT PROVISIONS

1. Amount payable each month: \$31,697.67
Annual payment for Fire Protection Service: \$380,372.00
2. Submit monthly invoices via electronic format to the email address:
LUESA.invoices@mecklenburgcountync.gov. Each invoice shall provide a certification of the hours during which qualified staff were available for response to calls for service. For every hour in which staffing levels per Section 11.D. of this agreement were not met, the invoice will be reduced by \$20.00 per hour per staff member.
3. Electronic invoices must be submitted in accordance with the following privacy and security requirements:
 - a. The Service Provider shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
 - b. Electronic exchange of confidential information, including any email which will include invoices, billing information, employee or administrative data, or any information regarding the delivery of services, must be sent and received via encrypted methods.
4. Payment will be made via electronic funds transfer.
5. Town will submit an invoice by the fifth (5th) of each month. The total amount paid under the terms of this Agreement shall not exceed the maximum amount payable in #1 above.
6. The first invoice will be due no later than August 15, 2025, for services rendered from July 1st through July 31st of the current year and will be paid providing the contract has been fully executed.
7. Upon receipt, the invoice will be validated and verified for accuracy and submitted to Finance for payment. Incorrect invoices will be clarified with Town with corrections/changes made on a revised invoice.

8. The date of the revised invoice will be considered as the original date of the invoice.
9. County will authorize approved amounts to be paid to Town.
10. Failure to send requests to the appropriate person may result in payment being delayed beyond thirty (30) calendar days.
11. For services rendered from June 1st through June 30th of the previous year, the invoice will be due no later than July 5th of the current year. Late billings must be submitted for payment no later than sixty (60) calendar days from the date of service. If billing is over (60) calendar days, the County may deny payment.

SECTION 4. SERVICES FURNISHED BY TOWN

The Town will furnish fire protection and other emergency services twenty four (24) hours per day, seven (7) days per week, 365 days per year as determined and approved by the Town's governing body and as contracted for by the County within the District and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the District, or shall contract with one or more incorporated volunteer fire departments to provide such services. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with Section 16 of this Agreement. The Town shall furnish said fire protection in the District without charge (other than the service district tax funds) to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Town from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services exceeding the scope of this Agreement for a fee. This provision shall not prohibit the Town from billing for certain services, including but not limited to hazardous materials mitigation responses nor shall this provision prohibit the Town or volunteer fire departments from additional fundraising, memberships dues or similar funding.

SECTION 5. BOOKS AND RECORDS

The Town shall maintain a written accounting system which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds subject to this Agreement and an inventory of all equipment purchased with County tax funding (it being acknowledged and agreed that the Town is not required to maintain separate accounting for fire and emergency related services provided within the Town corporate limits and outside the Town corporate limits). The County may inspect the financial books and records of the Town at reasonable times during regular business hours of the Town during the Term of this Agreement for up to three (3) years after the end of the Term of the Agreement. The Town agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County.

SECTION 6. AUDIT

The Town shall provide to the County an audit and accompanying management letter prepared in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event that the audit or management letter reveals any reportable and/or material issue(s) related to Town fire operations, including those provided in the District, with regard to compliance with generally accepted accounting principles, the Town shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the County on progress made in resolution of each issue.

SECTION 7. DECISION MAKING PROCESS OPEN TO PUBLIC

The Town acknowledges that it is a public body subject to the provisions of N.C.G.S. Chapter 143, Article 33C and agrees to comply with all provisions of said statute in conducting any decision-making process required by the terms of this Agreement.

SECTION 8. NOTICE OF FAILURE TO MAINTAIN DELIVERY OF SERVICES

In the event that the Town's governing body determines that the Town is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteers, part-time or full-time members, or other reasons for loss of ability to deliver services, the Town shall immediately so notify the County.

SECTION 9. TOWN'S USE OF FUNDS

The Town shall use the funds subject to this Agreement in accordance with the annual Town Budget. This budget may be amended by the Town within the approved total appropriations made available by this Agreement. All service tax funds provided by the County to the Town must be used for furnishing fire protection and emergency services within said District. For each year of the term of this Contract and as part of each parties' annual budget process, the Town Manager and County Fire Marshal shall agree in writing to a mutually agreeable method to demonstrate compliance with this Section.

SECTION 10. INSURANCE AND INDEMNIFICATION

The Town and its contracted VFD shall obtain and keep in force during the term of this Agreement the following minimum insurance coverage. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and Workers' Compensation. Coverage shall be maintained continuously during the term of this agreement. The Town shall be responsible for purchasing or assuring the provision of such insurance coverage for both regular employees and volunteers.

- A. **Worker's Compensation:** Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim.
- B. **Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions:** Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

The County shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this contract. The county shall be designated as Certificate Holder on the Certificate of Insurance.

- C. **Business Auto Policy:** Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.
- D. **Management Liability/Directors and Officers Liability:** Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
- E. **Umbrella Liability:** Coverage with limits of \$2,000,000.00. Coverage shall excess the underlying auto liability, employer's liability, general liability including Medical Malpractice and Errors and Omissions liability. There shall not be any "drop down deductibles" in areas where underlying coverage is not required but the Umbrella Policy provides coverage. *Note : " The Umbrella Liability coverage may be waived provided the Town's General Liability and Auto coverage exceeds a Limit of Liability of \$4,000,000."*
- F. **Fidelity Bonds:** A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

To the extent permitted by law, the Town shall indemnify and save harmless the County, its officers, agents, and employees from and against all loss, cost, damages, expense and liability caused by accidents or other occurrence

resulting in bodily injury, including death, sickness and disease to any person arising directly or indirectly from the negligence of the Town in performance of its obligations under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

SECTION 11. STANDARDS OF PERFORMANCE.

- A. The Town shall furnish fire protection and emergency services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Office of the State Fire Marshal, the North Carolina General Statutes, and other pertinent federal, State and County laws, regulations and standard.
- B. The Town shall annually furnish documentation to the County certifying and/or verifying that the Town fire department or volunteer fire department servicing the District is in compliance with the minimal ISO performance standards, as well as the rules and regulations, as set forth by the North Carolina Department of Insurance, the North Carolina Office of State Fire Marshal, and the North Carolina General Statutes.
- C. Fire Department shall provide County an accounting of all equipment purchased with tax dollars during a fiscal year by the last day of each fiscal year.
- D. Fire Department shall maintain 4 qualified personnel available for response 24 hours per day, 7 days per week, 365 days per year.

SECTION 12. RELATIONSHIP OF PARTIES

The County and the Town agree that the Town shall operate and act as an independent contractor of the County, and the County is in no way responsible for the administration and supervision of the officers, employees, subcontractors, and agents of the Town, which persons it is agreed are not the officers, employees, subcontractors, and agents of the County.

SECTION 13. TERM OF AGREEMENT

This agreement shall become effective as of July 1, 2025 and shall automatically renew from fiscal year to fiscal year unless terminated by either party in accordance with Section 15 of this Agreement or replaced with a new contract in the future.

SECTION 14. NON-ASSIGNABILITY

This Agreement may not be transferred, assigned, or subcontracted by the Town without the prior written consent of the County.

SECTION 15. TERMINATION

This Agreement may be terminated in the following manner:

- (a) By either party for breach that has not been cured within thirty (30) days after written notice of the breach;
- (b) At any time by mutual consent; and
- (c) By either party without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the date of termination. Failure of the Town and the County to agree on the level of funding (or the Town Budget) for fire protection and emergency services shall require at least ninety (90) days' notice to terminate if the County provides at least the same level of funding as provided during the previous fiscal year.

SECTION 16. AMENDMENTS

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective.

SECTION 17. NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax as follows:

To the County: See **CONTRACT SUMMARY B2a.**

To Town: See **CONTACT SUMMARY B1a.**

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective as noted below:

A. Area to be served in Mecklenburg County is as identified on the attached Map (see Attachment A).

B. Agreement Identification:

1. Town
 - a. Name of Agreement Administrator: James Justice
 - b. Telephone Number: 704 892-7591
 - c. E-mail: jjustice@townofdavidson.org
 - d. Fax:
 - e. Name of Program Contact:
 - f. Telephone Number:
 - g. E-mail: Fax:
 - h. Name, Location, and Mailing Address: P.O. Box 579 Davidson, NC 28036
Same as above.
 - i. Status: ☒ MUNICIPALITY
 - j. Federal Tax Identification Number:
2. County
 - a. Name of Agreement Analyst: Brian Lowman
 - b. Telephone Number: 980-314-2418
 - c. E-mail: Brian.Lowman@MecklenburgCountyNC.gov
 - d. Fax:
 - e. Name of Accountant: Renae Epling
 - f. Telephone Number: 704-292-0813
 - g. E-mail: Renae.Epling@MecklenburgCountyNC.gov
 - h. Fax:
 - i. Address of Department: 2145 Suttle Avenue Charlotte, NC 28208

SECTION 18. MISCELLANEOUS MATTERS

A. Pursuant to NCGS §143-133.3 and NCGS § 64-26(a), any “employer” that transacts business in North Carolina and employs 25 or more employees in this State entering into a contract with Mecklenburg County is required to verify the work eligibility status of all newly hired employees through the E-Verify program.

B. **IRAN DIVESTMENT ACT PROHIBITION.** Each party of this agreement represents to the other party that as of the date of this Contract or purchase order, that they are not currently listed on the Final Divestment List created and maintained by the North Carolina State Treasurer pursuant to G.S.143-6A-4. Further, pursuant to G.S. 143C-6A-5(b), Town further agrees to notify the County Procurement Department if at any time during the term of this agreement, it is added to the "List." The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/Iran.

C. **E-VERIFY, FMLA, ADA, OSHA.** Both parties agree to make themselves aware of and comply with, and cause their subcontractors to comply with all federal, state, and local laws, regulations and ordinances relating to the performance of this Agreement or to the Services delivered hereunder, including without limitation, E-Verify (Article 2 of Chapter 64 of the North Carolina General Statutes), Workers' Compensation, the Fair Labor Standards Act (FLSA) the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and Occupational Safety And Health Administration (OSHA). The Town further agrees to obtain all verifications, permits and licenses applicable to the performance of this Agreement. If any violation of this section has occurred or does occur, the violating party will indemnify and hold harmless the non-violating party from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

D. **Contractor Certifications Required by North Carolina Law**
The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

1. **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link:
www.uscis.gov
2. **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

a. Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

b. [check **one** of the following boxes]

- ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

3. **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

4. The undersigned hereby certifies further that:

- a. He or she is a duly authorized representative of the Contractor named below;
- b. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- c. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

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

TOWN OF DAVIDSON

BY: _____
Mayor or Town Manager

Attest:

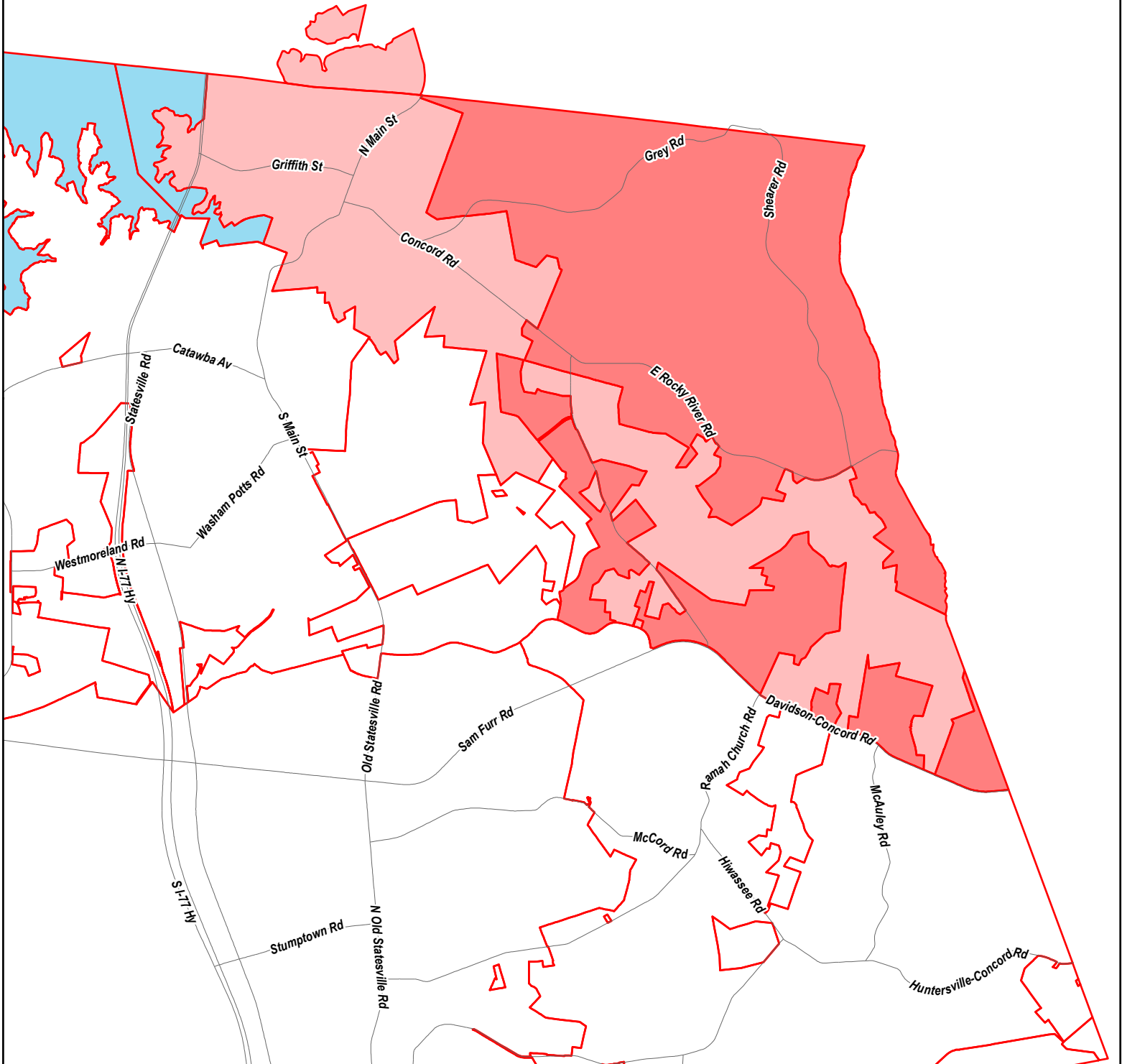
BY: _____
Town Clerk

Approved as to Form

Town Attorney

Legend

- Davidson
- Davidson Rural



Davidson VFD

Map prepared by Jamie Metz (GIS) : June 22, 2016



AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-00-9900-440	Contract Services		\$20,000.00

Budgeted expenditures will fund a portion of the Town-wide Comprehensive Emergency Management Plan (CEMP) from a Mecklenburg County Emergency Management grant.

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-00-3431-315	Grants		\$20,000.00

A Mecklenburg County Emergency Management grant will be used to fund a portion of the Town-wide Comprehensive Emergency Management Plan (CEMP).

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

Adopted this 26th day of August, 2025

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk

Jun 2, 2025

Town of Davidson Board of Commissioners
PO Box 579
Davidson, NC 28036

Dear Board of Commissioners,

On Oct 11, 2025 , our daughter will be getting married at Davidson College Presbyterian Church. The reception will be held outside, at our home at 226 South St., Davidson, NC, along with the homes of a couple of our neighbors. As the wedding is at 4:00 pm, we expect the reception to last from approximately 5:00 pm until possibly midnight.

There will be a DJ playing music and because the sound may exceed the decibel limit of 60 dBa for the Town of Davidson's noise ordinance, we hereby request a variance for this event.

We are happy to take any required measures you deem necessary to approve our request.

Please let us know if you have any questions or need additional information.

With warmest regards,

Jay and Charlotte Neal
226 South St.
Davidson, NC 28036
704-579-0015 Jay cell
705-579-1330 Charlotte cell

Design Services (Architectural, Engineering and Surveying) Agreement with ESP Associates, Inc.

Town of Davidson

Company address
a municipal corporation of the State of North Carolina

Company ID no.
-

Hereinafter referred to as
Town

ESP Associates, Inc.

Company address
3475 Lakemont Blvd., Fort Mill, SC 29708

Company ID no.
560599737

Hereinafter referred to as
Service Provider

This Contract for Design Services (this “Contract”) is entered into this September 01, 2025 (“Effective Date”) by and between the **Town of Davidson**, a municipal corporation of the State of North Carolina, (the “Town”) and ESP Associates, Inc. (the “Service Provider”), located at 3475 Lakemont Blvd., Fort Mill, SC 29708 .

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 the services (the “Services”) as follows:
Design River Run to Summers Walk greenway and as more particularly described in “PROPOSAL FOR SURVEYING, SUE, ENVIRONMENTAL, GEOTECHNICAL, STRUCTURAL, AND CIVIL ENGINEERING SERVICES” attached hereto and incorporated herein by reference as **Exhibit 1** .

The term of this Contract shall be from the Effective Date September 01, 2025 to February 06, 2026.

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.

Additional Insurance. In addition to the insurance required pursuant to Section 9 of the Standard Terms and Conditions for All Contracts, 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 Town and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by Town.

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. Total Not to Exceed \$ 390000

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. Andrew Martin, 8038022440, amartin@espassociates.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
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

Full name
David Key (Business Unit Executive, Water Resources)

On behalf of
ESP Associates, Inc.

Email
dkey@espassociates.com

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.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

April 11, 2022

Douglas Wright
TOWN OF DAVIDSON
PO Box 579
DAVIDSON NC 28036

TIP : BL-0003
Document : PS : PE – PEF SELECTION PROCESS
Ref : PS : PE – PEF SELECTION PROCESS Approval

Dear Douglas Wright,

The Department has approved your PS : PE – PEF SELECTION PROCESS.

Approval Notes:

04/11/22: The Department Concurs with the selection of ESP Associates and their team of subconsultants. Please find the letter of concurrence attached to the EBS Portal.

To view approval notes/letters:

- 1) Log into EBS Portal and select tile "Local Projects"
- 2) Select "Display Documents" from Main Menu
- 3) Search for this project by above referenced TIP Number and open
- 4) Find this Document Type (reference above) with a status of Approved
- 5) Open activity: approval letter or comments will be attached.

If additional reviews are needed on this Document type, you must submit a new workflow.

Please feel free to contact your Local Project Manager should you have any questions or concern in regards to the above information.

Sincerely,
Madeline Rawley

MRAWLEY@NCDOT.GOV





EXHIBIT 1



July 11, 2025

Mr. Doug Wright
Town of Davidson
P.O. Box 579
216 S. Main Street
Davidson, NC 28036

**Reference: PROPOSAL FOR SURVEYING, SUE, ENVIRONMENTAL,
GEOTECHNICAL, STRUCTURAL, AND CIVIL ENGINEERING
SERVICES
West Branch Rocky River Greenway – Stuttgart Rd to Summers Walk Blvd
Town of Davidson, North Carolina
ESP Proposal No. 24-02038**

Dear Mr. Wright:

ESP Associates, Inc. appreciates this opportunity to provide a proposal for surveying, SUE, environmental, geotechnical, structural, and civil engineering services for the Town of Davidson's West Branch Rocky River Greenway – Stuttgart Road to Summers Walk Boulevard. The basis of this proposal is to provide design through construction administration services for the West Branch Rocky River greenway from Stuttgart Road to Summers Walk Boulevard that was developed by ESP during the planning phase and can be referenced in the attached scoping exhibit titled "West Branch Rocky River Greenway Summers Walk Blvd Connection" dated November 12, 2024. The following information describes ESP's understanding of key project elements.

PROJECT UNDERSTANDING AND DESCRIPTION

We understand the subject property is located within the West Branch Rocky River Nature Preserve owned by Mecklenburg County with a connection to the Summers Walk neighborhood owned by the Summers Walk HOA. ESP understands that the intent is to construct a greenway in the Town of Davidson. An alignment has been selected and defined herein as **Alignment 1**.

The length of the Alignment 1 trail will be approximately $\pm 4,520'$ and will begin near the intersection of Reinsch Drive and Stuttgart Road, that lies west of the Nature Preserve and ends at the southeast side of Summers Walk Boulevard near its intersection with Helen Benson Boulevard.

Tasks shall be client-directed and conducted in accordance with our applicable terms and conditions. The following information describes the ESP Team's understanding of key project



elements the Town is requesting for the design of West Branch Rocky River Greenway – Stuttgart Rd to Summers Walk Blvd.

DESIGN GUIDELINES

Drawings are anticipated to comply with applicable requirements of the Americans with Disabilities Act and Accessibility Guidelines (A.D.A.A.G.) and current applicable State and local codes where deemed applicable by the Town of Davidson and ESP Associates. AASHTO criteria shall govern greenway alignment and details. Specifications regarding competitive items and substitution of materials must comply with North Carolina G.S. 133-3 as ratified in 1993.

- The WBRR Greenway trail surface is anticipated to be 10' wide asphalt.
- The design is anticipated to accommodate a maximum vehicle live load on structures (boardwalks and pedestrian bridges) of H-5 (small pickup loading).
- The primary trail (designated with -L- naming conventions) typical section is anticipated to be 10-ft wide with a minimum of 2' clear area adjacent to structures, walls, railing etc. Two-foot shoulders will be implemented where possible and practical.
- A design cross slope of 2% will be typical on primary trails and access/connection trails, or as directed by the Town.
- Per AASHTO, a 20 MPH design speed and 20-degree lean angle for bicycles will be guidelines to design.

SCOPE OF SERVICES

1. Wetland Delineation Phase

ESP shall subcontract with Three Oaks Engineering, Inc. to perform permitting, environmental assessments, and agency coordination of the West Branch Rocky River Greenway corridor. For this scope of work see attached Proposal for Consulting Services by Three Oaks Engineering, Inc. Additional services beyond those outlined in this proposal shall be considered additional services.

The fee for the above Wetland Delineation Phase (Task 1) will be a lump sum of \$16,100. These costs may require revision if the services, scope or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

2. Subsurface Utility Evaluation Phase

ESP shall subcontract with Center Line Locating, LLC to perform utility locating and soft digs at the street connections for the West Branch Rocky River Greenway corridor. No utility locations are anticipated in the ‘cross country’ portions of the alignment.

For this scope of work see attached Proposal for Consulting Services by Center Line Locating, LLC. Additional services beyond those outlined in this proposal shall be considered additional services.

The fee for the above Subsurface Utility Evaluation Phase (Task 2) will be an hourly NTE of \$11,800. These costs may require revision if the services, scope or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

3. Base Mapping Phase

ESP will provide the following services as a part of the Base Mapping Phase:

- 3.1. Establish horizontal and vertical control as necessary.
- 3.2. Perform deed research for affected parcels.
- 3.3. Perform strip topo along proposed greenway route (100’ wide x 4520’ long).
- 3.4. Locate any observed evidence of overhead/underground utilities and markings by Center Line Locating.
- 3.5. Locate any wetlands areas as flagged by others.
- 3.6. Locate any specimen trees along the proposed route as designated by others.
- 3.7. Locate banks of creeks/streams adjacent to the proposed greenway route.
- 3.8. Locate Stuttgart Road and Summers Way Blvd to aid in determination of ROW.
- 3.9. Provide CAD file for engineers use.

The fee for the above Base Mapping Phase (Task 3) will be a lump sum of \$24,000. These costs may require revision if the services, scope or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

4. Design Development Phase (50%)

4.1. Public Engagement

- a) ESP Staff shall coordinate and attend one (1) Public Engagement Meeting which may include Community Engagement Meetings or Board Meetings with the Town of Davidson and appropriate stakeholders. List of appropriate stakeholders shall be provided by Town of Davidson. (Fee does not include cost of postage, mailings, facility rental if required.)
- a) Town of Davidson will advise ESP on desired location, timing, and alignment to present.
- b) ESP shall create presentations (slide show), exhibits/prints, and facilitate public engagement review of one greenway alignment and assist in answering the community's questions with Town of Davidson Staff.

4.2. Construction Documents (CD) (50%)

ESP shall prepare construction documents for submittal and review by the Town of Davidson and Mecklenburg County, as necessary. Plans will be considered the 50% construction drawings. ESP shall provide the Town with a preliminary estimate of probable construction cost (OPCC) for the project.

- b) The Construction Development (CD) plans will include a cover sheet, general notes, typical sections, plan and profile sheets, storm profiles, cross sections, erosion control plans and details, grading plans, signage plans (if applicable), and landscape plans.
 - a) Up to 1 site visit will be performed to confirm layout and/or potential utility conflicts. Up to 1 drainage verification visit will be performed to verify existing and proposed drainage features and patterns associated with proposed trail pipe crossings and existing ditches. Supplemental hydraulic surveys may need to be performed in addition to the provided survey, to be used to set proposed culvert inverts.
 - b) Hydraulic/Drainage Design of Greenway Pipe Crossings:
 - Consultant will perform hydraulic analysis for drainage pipe crossings and linear ditches along the proposed alignment for incorporation into the multi-use path plans. This analysis will be based upon the topographical information included in the survey and base mapping and supplemented with GIS contour information and available LiDAR topographic data.
 - Size anticipated cross pipes along greenway alignment and determine greenway profile minimums to allow for the proposed cross pipes. Incorporate these profile control points to establish the vertical greenway alignment.
 - Design proposed ditches to provide drainage for low areas adjacent to proposed greenway and to replace existing ditches impacted by the proposed greenway.

- Evaluate and design revisions to existing hydraulic structures (drop inlets, cross pipes, headwalls) that may be impacted by the proposed greenway.
- Provide hydraulic designs for ditches, storm drainage systems, drop inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features (ditches, cross pipes, inlets, etc.) and associated labeling.
- Draft the anticipated ditches and proposed cross pipes into the multi-use path profile sheets.

4.3. Monthly Status Meetings

ESP will conduct Monthly Status Meetings with the Town of Davidson throughout the current project phase to provide status updates regarding design, project schedule and clarification of project related correspondence. ESP anticipates up to 3 meetings.

Our fee for the above Design Development Phase (50%) (Task 4) will be a lump sum of \$120,000.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

5. Geotechnical Subsurface Evaluation Phase

ESP intends to evaluate the general subsurface conditions at the proposed pedestrian bridge, boardwalk, and retaining wall locations along the West Branch Rocky River Greenway with regard to soil related parameters for foundation support and pavement construction. The written report will discuss the field and laboratory testing program and will present test results, conclusions, and soil related recommendations for use in foundation design. Potential construction problems which may be anticipated at the site such as: difficult excavation, dewatering, high plasticity soils, undercutting, etc will be discussed in the report.

ESP anticipates performing up to six (6) soil test borings, at the proposed pedestrian bridge, boardwalk, and retaining wall locations along the West Branch Rocky River Greenway as indicated on the attached “Proposed Test Location Plan with Site Vicinity Map,” Figure 1. The borings will be extended to a depth of approximately 20 to 35 feet below the existing ground surface. Based on the proposed drilling program, a total of 180 linear feet of soil test drilling is used in our cost estimate for the exploration. If auger refusal is encountered above the proposed termination depth for a boring, the boring will be terminated at the refusal depth. Based on a review of available aerial photography, the site appears to be wooded and will require mechanical clearing to allow access to drilling equipment to the proposed test locations in the area. The proposed boring locations and boring depths were selected based on experience with similar projects.

Standard Penetration Resistances and split-spoon soil samples will be obtained in the soil test borings at designated intervals in accordance with ASTM D 1586. The Standard Penetration Resistances will be evaluated with regard to foundation capacity and select soil properties. The split-spoon soil samples will be utilized for engineering classification and laboratory testing. Laboratory testing will include Standard Proctor moisture-density relationships, Atterberg limits and grain size distribution analysis.

Prior to mobilizing to the site, the applicable public utility locating service will be contacted to locate applicable underground public utilities. Any private utilities should be made known to ESP by the Town and need to be located in the field by the Town prior to our field exploration services. ESP can provide scope and fees to locate known private utilities, if requested by the Town. ESP is not responsible for the repair or costs associated with disturbing utilities that were not identified to us. Also, the equipment used will be heavy and can damage surface coverings (concrete, asphalt, vegetated areas, etc.). ESP will endeavor to limit damage as much as practical; however, some damage may be unavoidable. ESP is not responsible for the repair or costs associated with such damages.

Our fee for the above Geotechnical Subsurface Evaluation (Task 5) will be a lump sum of \$16,400.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

6. Structural Design Phase

ESP shall subcontract with Barry Lambert Engineering, PC to provide structural design services for the West Branch Rocky River Greenway. The following services are provided as a part of this project:

- Structural design and detailing of one prefabricated 85-ft long, 12-ft wide pedestrian bridge, assuming H-10 loading.
- Structural design and detailing of one 200-ft long, 10-ft wide boardwalk, assuming H-5 loading.
- Plan and profile layout of up to 200 feet of retaining wall, assuming an average wall height of 5' tall. Design of retaining wall to include analyses of sliding, overturning, and bearing capacities of the walls.
- Providing standards, specifications, special provisions, and construction cost estimates for all structure types.
- Providing responses to questions during the bidding process.
- Providing construction administration services, including shop drawing reviews and responses to requests for information. This includes time for up to five construction observation trips to the site.

Additional services beyond those outlined in this proposal shall be considered additional services.

The fee for the above Structural Design Phase (Task 6) will be a lump sum of \$85,300.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

7. Construction Document Phase (95%)

ESP shall prepare Construction Documents including Site drainage, grading, clearing and grubbing, erosion control, staking, site design, structural design for one prefabricated pedestrian bridges, one boardwalk, retaining walls, details, and a specification manual for a

formal bid procedure. Documents may require the preparation of "add-alternates" or deducts to meet budget requirements. This scope assumes up to two (2) add-alternates. Bid documents shall be prepared for Single Prime contract only. Bid documents shall be prepared for a unit price bid. If the Town requires additional information to be included in the specifications, it will be provided to ESP by the Town for information purposes only.

- 7.1. Local and State Permitting - For the purposes of this project, ESP shall submit, track and apply for plan approval for Construction Documents from the agencies listed below. Drawings, details, specifications, and reports necessary to submit for these reviews shall be the responsibility of ESP. Permit fees shall be paid by the Town of Davidson. Permit submittals shall include the following:
- Mecklenburg County Land Use & Environmental Services Agency (LUESA);
 - Code Compliance/Building Permit for structures.
 - Town of Davidson;
 - Code Compliance.
 - North Carolina Land Quality Section of NCDENR;
 - Sedimentation and Erosion Control Permit – ESP will prepare and submit a sediment and erosion control permit application to NCDENR. The permit application package will include: NCDENR S&EC checklist, Financial Responsibility Form (Signed by the Town), calculation package, Construction Plans, application fee by the Town. It is assumed that the Town will acquire signatures from private property owners.
 - Army Corp of Engineers and North Carolina Division of Water Resources
 - See attached scope from Three Oaks, Inc. – any additional permitting requirements may require additional efforts.

ESP has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and available data.

- 7.2. Construction Documents (95%)- ESP will prepare Construction Document (CD) plans (95%) as reviewed by the Town. An updated OPCC will also be prepared. ESP shall submit two sets of the CD Plans to Town. ESP shall revise the CD Plans to reflect agencies' comments to the extent feasible. ESP shall provide comment response letters indicating how each comment was addressed.
- 7.3. Specification Manual - Town of Davidson shall provide standard front-end specifications and form documents to ESP, if available. ESP shall then adjust/develop the standard specifications and forms documents. ESP shall provide the Specifications Manual for the Town to review. Once reviewed by the Town, ESP shall implement project-specific edits as necessary. ESP shall be responsible to assemble specification data into the final set of Contract Documents. The specification documents include the following:
- Cover Page
 - Table-of-Contents

- Notice to Bidders
 - Instruction to Bidders
 - General Conditions
 - Supplementary Conditions
 - M/W/SBE Provisions
 - Division 01 General Requirements
 - Forms (Standard Owner Construction Forms)
- 7.4. Technical Specification Sections - ESP shall develop, provide, and coordinate technical specifications for the project. Specifications shall be based on unit price bids and provided in NCDOT format, at the discretion of ESP.
- 7.5. Utility Coordination – ESP shall coordinate only and shall not become responsible for design or construction by utility companies. ESP shall provide coordination with privately owned utilities which may be affected by the design of the project and whose respective owners are responsible for the design and adjustments to these utilities. ESP will utilize available resources, including the NC One Call, previous projects, and on-site visits to identify utility facilities within the project limits. At direction of the Town, ESP will distribute plans to utilities. ESP will conduct up to 1 preliminary utility meeting with the utility owners and the Town to review plans and schedules. Utilities will be requested to verify existing facilities, provide as-built information and propose resolutions to conflicts with proposed project construction. ESP will host the meeting, send meeting notices, conduct meeting, and record meeting notes. ESP will conduct up to 1 field meeting with the utilities to review their facilities in relation to the proposed project. ESP anticipates up to 1 drawing revisions due to reasonable request of utility owners.

Our fee for the above Construction Document Phase (95%) (Task 7) will be a lump sum of \$87,600. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

8. Bid Phase

Once comments have been addressed and associated parties are in agreement, ESP shall provide final construction documents to the Town of Davidson. Assume one full size set and one ½ size set (Bid Set).

- a) The project shall be bid for a Single Prime Contract. Bid Documents will be distributed through ESP as digital PDFs at no charge. Interested bidders shall contact ESP to be placed on the plan holder list and receive the digital PDF documents. ESP shall maintain a Bidders List of Prime Contractors who have submitted a Letter-of-interest as well as a list of other interested parties who have requested Bid Documents. ESP shall distribute addenda to the bidders.
- b) ESP shall administer a pre-bid meeting with prospective Contractors for the project to answer questions regarding the project. ESP shall generate written minutes of the Pre-Bid meeting and distribute to interested bidders as part of the

written addenda. ESP shall prepare written addenda (up to two assumed), or clarifications based on Contractor's questions and distribute it to the prospective bidder plan holder list.

- c) ESP will administer/conduct the public construction bid opening. ESP shall review for "equivalency" and accept reasonable Contractor requests for substitutions of materials that are presented prior to the bid opening and prepare written addenda and distribute it to the prospective bidder plan holder list.
- d) ESP shall tabulate bids and designate the apparent low bidder. ESP shall prepare for the owner sealed, certified bid tabulation and bid recommendation to the Town for Town Council review and authorization.

Our fee for the above Bid Phase (Task 8) will be a lump sum of \$8,000.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

9. Construction Administration Phase

ESP shall provide construction administration services for the West Branch Rocky River Greenway. After execution of the Construction Contract, ESP shall administer the Construction Contract and work required by the Bidding, Construction, and Contract Documents. The Construction Administration Phase tasks shall be provided as a lump sum fee based on an assumed construction period of up to eight months. An increase in the construction schedule may require an amendment to authorize additional construction services. Required tasks for the Contract Administration Phase include the following:

- 9.1. Preconstruction Meeting: A pre-construction meeting with contractors/suppliers shall be administered/ conducted by ESP and shall include the participation of the Town's project manager(s) and any inspectors that may be required to attend by Chapter 17 of the NC Building Code. ESP shall coordinate with the Contractor in establishing a schedule for construction or phasing schedule of the project in accordance with either the time bid or the time established in the contract documents. ESP shall generate written minutes of meetings and distribute to attendees.
- 9.2. Construction Progress Meetings: ESP shall schedule and conduct on-site construction progress meetings monthly during the construction phase. In addition, other professional/sub-consultants who prepared or contributed to the bid documents shall attend these meetings as is appropriate to the work in progress or as is made necessary by field conditions or issues. ESP anticipates up to 8 construction progress meetings. ESP shall be responsible for preparing and distributing meeting minutes to participants before the next meeting.
- 9.3. Questions and Clarifications: ESP shall review and respond to the requests for information (RFI) submitted by the Contractor and make modifications to the Construction Documents to clarify intent, or to accommodate change orders. ESP shall make recommendations to the Town for solutions to special problems or changes necessitated by conditions encountered during construction. ESP anticipates up to 6 requests for information.
- 9.4. Site Visits: ESP shall perform on-site observations on a bi-weekly basis. The

professionals/sub-consultants who prepared the bid documents shall visit the site during their respective related construction at least once every two weeks or as necessary to verify construction progress in accordance with the Contract Documents. In addition, site visits may be required of ESP or any professional/sub-consultant who prepared or contributed to the bid documents to resolve field problems. ESP anticipates up to 16 site visits during the anticipated 8-month construction period.

- 9.5. Change Orders: ESP shall review and evaluate change order requests from the Contractor before submission to Town. ESP anticipates up to 8 change order requests.
- 9.6. Shop Drawings & Submittals: ESP shall receive and review from the Contractor: up to 2 shop drawings, product data, samples, or other submittals.
- 9.7. Request for Payments: ESP will review the amounts payable to the Contractor on a monthly basis. Consultant will then forward applications for payment to the Town for payments due to Contractor.
- 9.8. Substantial Completion: Upon written certification from the Contractor that the work is substantially complete, ESP shall perform a substantial completion review of the Contractor's work. As a result of this review, ESP shall prepare a list of incomplete or unsatisfactory items and forward the list and a Certificate of Substantial Completion to the Town for execution. The Contractor shall have a set amount of time for completion of the list of items needing correction as established in the contract documents.
- 9.9. Final Completion: Upon written certification from the Contractor that his work is complete, ESP shall perform a final completion review of the Contractor's work. If the work is still incomplete, those items needing correction or completion shall be identified from the Substantial Completion list. Once there are no pending issues, and the as-built drawings have been delivered by the contractor, ESP shall prepare a Certificate of Compliance prior to approval of final payment of the Contractor.
- 9.10. Project Closeout and Warranty: ESP shall observe the work to verify that the items needing correction listed at the time of Substantial and/or Final Completion have been corrected/completed. Once there are no pending issues, and the as-built drawings and required close-out documents have been delivered by the contractor, ESP shall prepare a Certificate of Compliance prior to approval of final payment of the Contractor.
 - Required Close-Out Documents: ESP shall gather the following required close out documentation from the Contractor: Consent of Surety to Final Payment, Contractor's Affidavit of Release of Liens, Contractor's Affidavit of Payment of Debts & Claims, M/W/SBE Form VI, final certifications from required permit regulating agencies, Warranties and Guarantees required by the Contract Documents, list of Sub-Contractors and Vendors, Operation and Maintenance manuals, Record Drawings, and other documents requested by the Town and/or ESP.

Without attempting to be a complete list or description of all services or potential services that will be excluded from this task, the following services are specifically excluded:

- Construction Testing
- Special Inspections
- Liquidated Damages Assessment

Our fee for the above Construction Administration Phase (Task 9) will be a lump sum of \$20,800.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

SUMMARY OF FEES

WEST BRANCH ROCKY RIVER GREENWAY – STUTTGART RD TO SUMMERS WALK BLVD ESP PROPOSAL # 24-02038 TOWN OF DAVIDSON, NC			
<u>Task</u>	<u>Phase</u>	<u>Contracting Method</u>	<u>Fee</u>
1	Wetland Delineation Phase (Three Oaks)	Lump sum	\$16,100.00
2	Subsurface Utility Exploration (CLL)	Hourly NTE	\$11,800.00
3	Base Mapping Phase	Lump sum	\$24,000.00
4	Design Development Phase (50%)	Lump sum	\$120,000.00
5	Geotechnical Subsurface Evaluation	Lump sum	\$16,400.00
6	Structural Design for Pedestrian Bridges and Boardwalks (Barry Lambert)	Lump sum	\$85,300.00
7	Construction Document Phase (95%)	Lump sum	\$87,600.00
8	Bid Phase (100%)	Lump sum	\$8,000.00
9	Construction Administration Services	Lump sum	\$20,800.00
		Total	\$390,000.00

NOTE: Please refer to individual scope of work on previous pages above for each task

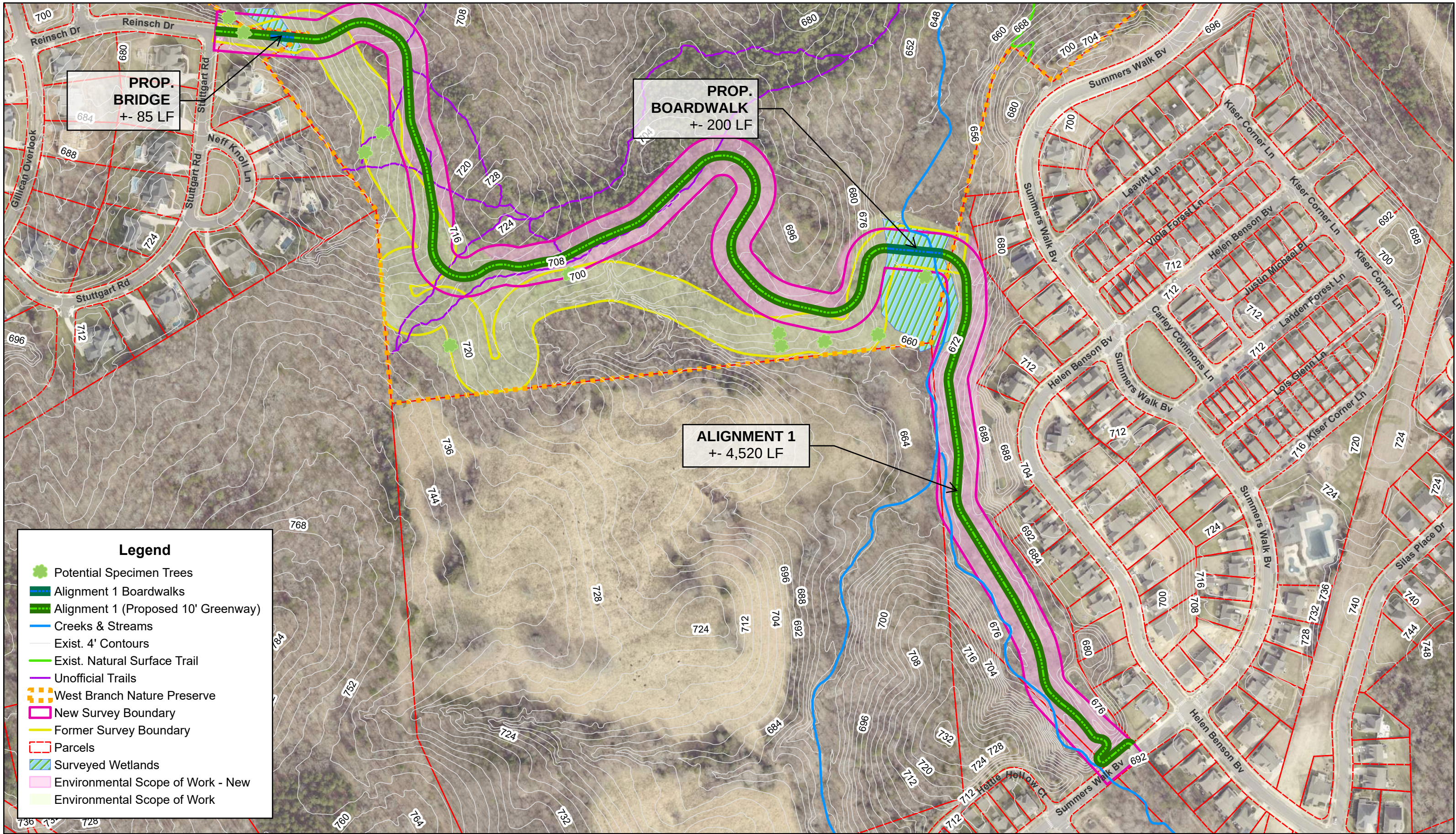
The following are NOT INCLUDED in this scope of work:

- Any time or assistance needed beyond the deliverables listed above for meetings with adjacent property owners requiring greenway easements.
- Services and/or additional exhibits that may be requested for Town prepared Grant Applications.
- Any stream restoration or enhancement, buffer mitigation or other associated wetland mitigation designs.
- Connector trail design for various adjacent property owners.
- Additional field surveying or staking of centerline of greenway beyond scope identified.
- Additional subsurface exploration or borings beyond the scope of work outlined and attached to this scope.
- Greenway wayfinding signage design and associated bid documents or construction documents.
- Electrical or lighting design.



West Branch Rocky River Greenway - Stuttgart Rd to Summers Walk Blvd
Town of Davidson
Design through Construction Administration - Preliminary Schedule

	2025					2026												2027											
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul					
Task	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7					
Notice to Proceed																													
Wetland Delineation Phase (Three Oaks)																													
Subsurface Utility Exploration (CLL)																													
Base Mapping Phase																													
Design Development Phase (50%)																													
Town of Davidson Review																													
Geotechnical Subsurface Evaluation																													
Structural Design (Barry Lambert)																													
Construction Document Phase (95%)																													
Permitting and Coordination																													
Agency Review																													
Bid Phase (100%)																													
Construction Administration Services																													



ALIGNMENT 1 EXHIBIT
WEST BRANCH ROCKY RIVER GREENWAY
SUMMERS WALK BLVD CONNECTION



THIS SHEET IS FOR PROPOSED BORING INFORMATION PURPOSES ONLY.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri

SITE VICINITY MAP
(Not to Scale)

Legend

- Potential Specimen Trees
- Alignment 1 Boardwalks
- Alignment 1 (Proposed 10' Greenway)
- Creeks & Streams
- Exist. 4' Contours
- Unofficial Natural Surface Trail
- West Branch Trails
- New Survey Boundary
- Former Survey Boundary
- Parcels
- Surveyed Wetlands
- Environmental Scope of Work - New
- Environmental Scope of Work

NOTE: DRAWING TITLED "WEST BRANCH ROCKY RIVER GREENWAY SUMMERS WALK BLVD CONNECTION," DATED NOVEMBER 12, 2024, DEVELOPED BY ESP ASSOCIATES, Inc.

Legend

 Approximate Boring Location

Boring Labels

Boring Name Designation
Proposed Boring Depth (ft)

SHEET TITLE:

Proposed Test Location Plan with Site Vicinity Map
Figure 1

West Branch Rocky River Greenway
Davidson, North Carolina



ID: 1da3bb84-848b-439b-843c-54d7cc9ce754 Page: 23/29

The reproduction, alteration, copying, or other use of this drawing without written consent is prohibited and any infringement will be subject to legal action.

DATE: November 20, 2024

N



PROPOSAL NO.: 24-02038

SCALE: NTS

DRAWN BY: VA

CHECKED BY: CJB



3475 Lakemont Blvd.
Fort Mill, SC 29708

www.espassociates.com
Phone: 803-802-2440



Three Oaks Engineering, Inc.
324 Blackwell St, Suite 1200
Durham, NC 27701
919.732.1300

November 21, 2024 (DRAFT)

Draft Scope of Services

Official Design Wetland and Stream Delineation and Environmental Permitting

Town of Davidson – West Branch Rocky River Greenway Mecklenburg County, North Carolina

Scope of Work

Description of Project

The Town of Davidson (Town) proposes to construct the West Branch Rocky River Greenway through the West Branch Nature Preserve. The proposed greenway will be approximately 4,520 linear feet long, from Reinsch Drive to Summers Walk Boulevard. Three Oaks Engineering, Inc. (Three Oaks), will be working as a sub-consultant to ESP Associates, Inc. (ESP), on this project.

Scope of Work

Three Oaks will provide jurisdictional delineations, protected species review, specimen tree identification, and a Natural Resources Technical Memorandum (NRTM) and associated deliverables for the subject project for the Town. Three Oaks will also prepare and obtain Section 404/401 permits for the project.

Delineation, protected species, and specimen tree identification services were previously completed for the project's original alignment. However, as of the official design, the alignment has shifted within the preserve to the north and extended south to Summers Walk Boulevard. Three Oaks will confirm that features have not changed in the areas where the new alignment overlaps with the original alignment and fully complete the delineation, protected species, and specimen tree identification tasks fully in the new portions of the final alignment. All information for the new alignment will be incorporated into a revised NRTM document for the project.

ASSUMPTIONS:

- This Task Order has an expected duration of **seven (7) months** from the issuance of the Notice to Proceed (NTP).
- This Task Order will be processed as a **LUMP SUM** contract.
- If plant surveys are not required, they will not be completed and will not be invoiced.
- Neither Informal (i.e., informal concurrence or self-certification) nor Formal Consultation (i.e., Biological Assessment and corresponding Biological Opinion) are included in this scope. If either are required, they will be scoped separately in the future.
- If a regulatory site visit is not required, it will not be invoiced.





TASKS:

Task 1: Natural Resources Technical Memorandum (NRTM)

Data Collection and Report Preparation

Unless otherwise specified in this scope, Three Oaks will reference the NCDOT Environmental Coordination and Permitting Group (ECAP) template and guidance protocols presented on the following NCDOT website as of the date of this scope:

<https://connect.ncdot.gov/resources/Environmental/EAU/ECAP/Pages/default.aspx>.

As this is a Town project, these protocols will be used as reference only. Three Oaks will make any revisions/additions requested by the Town to meet their document needs and requirements.

The following sub-tasks will be included for this task in the cost estimate spreadsheet:

Pre-Field work

Preparation for field work will include data collection as described in the *Preparing Natural Resource Technical Reports* document on the above-referenced website.

NRTM Field Work

Field work will include data collection for natural communities, wetland and stream forms, and wetland and stream characteristics, as described in the *Preparing Natural Resource Technical Reports* document on the above-referenced website. Travel is included for this task. Any areas that were previously assessed will be re-checked to confirm nothing has changed. New areas will be fully assessed.

Specimen tree identification will also be completed as part of this task.

Protected Species Surveys

Protected species surveys will be performed per USFWS survey guidelines. As of the date of this scope, the USFWS Information for Planning and Consultation (IPaC) website lists the following species for the project:

- Bald eagle (Bald and Golden Eagle Protection Act; year-round)
- Schweinitz's Sunflower (Endangered; late August-October)
- Michaux's Sumac (Endangered; May-October)
- Smooth Coneflower (Threatened; late May-October)

A Bald Eagle assessment will be completed concurrent with wetland and stream delineations.

No habitat was identified along the original alignment for any plant species. Therefore, only new areas that do not overlap with the original alignment will be assessed. If appropriate habitat is present for Schweinitz's Sunflower, Michaux's Sumac, and/or Smooth Coneflower, an additional site visit would be required to complete surveys during the appropriate season (late August, if all species have habitat present). The biological conclusion for these species will be unresolved until surveys are completed, if required. If plant surveys are not required, they will not be completed and will not be invoiced.



Neither Informal (i.e., informal concurrence or self-certification) nor Formal Consultation (i.e., Biological Assessment and corresponding Biological Opinion) are included in this scope. If either are required, they will be scoped separately in the future.

Creation of WEX and WET files

Delineated stream and wetland data will be used to create a WEX file for the project. Any changes from the site visit with the agencies will be incorporated into a FINAL WET file. Both .dgn and .dwg files will be generated.

Preparation of Preliminary Jurisdictional Determination (PJD) Package

DRAFT and FINAL PJD packages will be prepared for the project. Since a PJD Package was prepared for the original alignment, the new package will be an update to that document. Any data from the original delineation will be used in preparation of the updated package, if possible. If requested by the Town, an Agent Authorization Form will also be completed so that Three Oaks can submit on the Town's behalf. Internal quality assurance using three-signature sign-off by the preparer, technical reviewer and quality assurance reviewer will be documented and provided with the DRAFT PJD Package.

Agency site visit

Three Oaks will coordinate a site visit with Town and regulatory agencies, if required. Travel is included for this task. Any changes to the delineation based on the site visit will be incorporated into a revised PJD Package, which will be re-submitted to regulatory agencies. If a regulatory site visit is not required, it will not be invoiced.

DRAFT NRTM

A DRAFT NRTM will be prepared and will reference the *Guidance, Procedures, and Template* on the NCDOT website. Internal quality assurance using three-signature sign-off by the preparer, technical reviewer and quality assurance reviewer will be documented and provided with the DRAFT NRTM.

Review Comments and Final NRTM

Three Oaks will incorporate Town, Division 10, and/or ESP comments on the DRAFT NRTM to create the FINAL NRTM. Internal quality assurance using a three-signature sign-off by the preparer, technical reviewer, and quality assurance reviewer will be documented and provided with the FINAL NRTM.

Task 2: Coordination and Project Management

Three Oaks will review plans for the treatment of jurisdictional impacts and provide the design team with input related to the deliverables outlined in this scope.. Three Oaks will also attend any required meetings and/or telephone conferences and provide correspondence to the Client, Team, and/or Stakeholders.

Project Management

This will involve safety compliance, project billing, and coordination with ESP, the Town, and NCDOT.

Task 3. Environmental Permitting

Three Oaks will prepare and submit an environmental permit application for the project. This task assumes that the project will require a Section 404 Nationwide Permit and corresponding Section 401 Water Quality Certification. A Section 404 Standard Individual Permits is not anticipated for the project and is, therefore, NOT included in this scope.



The permit application will be completed using the on-line Pre-Construction Notification website ([https://edocs.deq.nc.gov/Forms/Pre-Construction Notification Form](https://edocs.deq.nc.gov/Forms/Pre-Construction%20Notification%20Form)) and will be provided to the Town for review prior to submittal.

Three Oaks will also pay the NCDWR application fee for the project. The fee is \$323.00 for impacts less than 1.0 acre of wetland and less than 150 linear feet of stream impact, which is assumed for this project. If impacts are higher and fees increase, Three Oaks will pay the difference between \$323.00 and the actual fee and invoice that as a reimbursable expense.

Schedule

- Date for WEX file completion and submittal will be determined once NTP is confirmed (typically 1 month after NTP)
- DRAFT PJD package to be submitted to ESP and the Town at same time as WEX
- FINAL PJD package submitted to the Town for signature within 2 weeks of comments; Three Oaks will send to agencies and coordinate site visit
- PJD visit with the Town, USACE, and NCDWR will be requested at time of PJD package submission; visit date will depend on agency availability
- DRAFT NRTM report delivery date – within 8 weeks after NTP
- FINAL NRTM delivery date within 2 weeks of comments from Division and/or ESP and/or completion of required plant surveys

Deliverables

- DRAFT WEX file (.dgn and .dwg)
- FINAL WEX file
- FINAL updated WET file, if an agency visit is required and changes are made to the delineation
- DRAFT and FINAL PJD Package, including revisions to the FINAL PJD Package if the agency site visit results in changes to the delineation
- DRAFT NRTM (electronic), including all figures and appendices
- FINAL NRTM, including all figures and appendices – one bound hard copy (if requested) and electronic copies in Word and PDF format
- All field forms (originals)
- A copy of all shapefiles used to create the figures
- QA/QC form with signatures
- Environmental permit application and obtained permits.

Proposal



Prepared For

Prepared By

Company ESP Associates

Name Donna Almelhem

Address _____

City, State ZIP _____

Email dalmelhem@espassociates.com

Project Name West Branch Rocky River Greenway

Company Center Line Locating, LLC

Name Becky Ammons

Address PO Box 38251

City, State ZIP Charlotte, NC

Phone 803-524-6555

Email becky@cllocating.com

Date 11/25/2024

Scope of Work

Center Line Locating appreciates the opportunity to provide a formal bid for performing soft digs on underground utilities at the "West Branch Rocky River Greenway" project in "Davidson, NC".

Reinsch Dr

Locate	4 Hours	\$ 140.00	per Hour	\$ 560.00
Soft Digs	2 Holes	\$ 750.00	per Hole	\$ 1,500.00
Traffic Control	1 Day	\$ 2,200.00	per Day	\$ 2,200.00
Water and Disposition Offload	1 Day	\$ 750.00	per Day	\$ 750.00

Summers Walk Blvd.

Locate	4 Hours	\$ 140.00	per Hour	\$ 560.00
Soft Digs	2 Holes	\$ 750.00	per Hole	\$ 1,500.00
Traffic Control	1 Day	\$ 1,950.00	per Day	\$ 1,950.00
Water and Disposition Offload	1 Day	\$ 750.00	per Day	\$ 750.00

Permits and Coordination	3 Hours	\$ 150.00	per Hour	\$ 450.00
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Total **\$ 10,220.00**

Please Note

Payment terms are Net 30 from job completion date. Storm and sewer lines are normally PVC or concrete and are usually unlocatable. Center Line Locating does not provide GPR or survey points for CAD. Each soft dig will have a data sheet provided with pertinent information regarding the exposed utility. DOT may require additional fees for permits which will be reflected in final invoice to client.

Becky Ammons

Submitted by Becky Ammons

11/25/2024

Date

Client Acceptance

I, "ESP Associates", accept the above scope of work and estimated cost for the "West Branch Rocky River Greenway" project.

Client Signature

Date



DOCUMENT TITLE:

Design Services (Architectural, Engineering and Surveying) Agreement with ESP Associates, Inc.

What?

Who?

When?



AGENDA MEMO

To: Davidson Board of Commissioners

From: Leslie Willis, Parks & Recreation Director

Date: August 26, 2025

Re: Consider Approval of Naming the Clontz Trail at Beaty Park

ITEM SUMMARY/OVERVIEW

Eagle Scout Candidate, Benji Beall, is working with the Town of Davidson's Parks and Recreation Department to install 3 trailhead signs in Beaty Park. The signs will include a brief history of the park, trail layout and distances, and amenities. Benji Beall is requesting to name one of the trails, "Clontz Trail" to honor the Clontz Family's contribution to the land.

ACTION/PROPOSED MOTION

Motion to approve naming a trail in Beaty Park, the Clontz Trail, in accordance with the Town of Davidson Naming Policy.

RELATED TOWN GOALS

Strategic Plan Alignmet

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

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

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

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

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

Core Values

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

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 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.

NEXT STEPS

If approved, the eagle scout project will proceed.



TOWN OF DAVIDSON
Sponsorship / Advertising / Signage / Naming Policy

I. GENERAL POLICY STATEMENT

The mission of the Signage / Sponsorship Program is to develop and implement policies that allow the Town of Davidson to partner with area businesses through sponsorship of programs and advertising in program literature and advertising at local events and facilities, while adhering to a strict aesthetic code that blends into existing public and facility landscapes. Policies will guide practices that raise money for capital projects and overall improvement of the Town's facilities, allow the Town to continue offering a high quality service that positively impacts the overall quality of life of all Davidson residents, and to provide program scholarship opportunities for deserving Davidson residents.

II. PURPOSE

The purpose of these guidelines is to establish procedures for receiving and evaluating sponsorship, advertising, and donation proposals that are authorized by the Davidson Town Board of Commissioners and to develop and present policies and guidelines for creating marketing partnerships between the Town of Davidson and area businesses which; promote the growth and prosperity of Davidson and area-based businesses, provide a positive non-tax revenue stream targeted to the maintenance and improvement of public facilities for the residents of Davidson, and create an inviting, family-friendly, aesthetically pleasing environment at our public facilities.

III. FUND ACCOUNTABILITY

In accordance with the Town of Davidson Sponsorship Policy, the establishment of a capital reserve account (s) by the Town Board of Commissioners for all funds received for sponsorships to ensure strict accountability. The Town of Davidson Finance Director will establish capital reserve accounts in accordance with all Town, State, and Federal regulations and procedures. The Town of Davidson Fees and Charges Policy outlines the various sources of revenue that are collected by the Town however sponsorship funds are not intended to replace existing revenue.

All Board members of the Town of Davidson and its employees shall follow the highest level of ethical standards in the implementation of this Policy.

IV. AUTHORIZATION REQUIRED

All property and publications of the Town of Davidson are intended, and exclusively used, for business operations of the Town in providing governmental services and programs to and for its residents. Except as required by law or expressly established by an affirmative action of the Town Board of Commissioners no property or publication of the Town of Davidson shall be intended or considered as an open, limited, or designated public forum, and no person shall have a right to access or use any Town governmental purpose or service. Placement of sponsorship messages upon Town property or in Town publications shall require specific authorization by the Town Board of Commissioners or their appointed staff representative(s).

The Town of Davidson possesses sole and final authority for determining the appropriateness of a sponsorship relationship and reserves the right to refuse to enter into any proposed sponsorship agreement. Sponsorship requests shall be submitted through an application in a manner and form outlined in the following section, and sponsorship agreements on responses to an application shall be reviewed in accordance with the following procedures and guidelines:

- Sponsorship agreements projected to generate \$20,000.00 or more shall require the written approval of the Town Manager, who shall inform the Davidson Town Board of Commissioners.
- Sponsorship agreements projected to generate less than \$20,000 shall require the written approval of the appropriate Department Head.
- At the discretion of Town Manager, any proposed sponsorship agreement may be referred to the Davidson Town Board of Commissioners for its consideration.
- A Department Head of the Town of Davidson may prepare supplemental guidelines to accompany this Sponsorship Policy, but all said guidelines must be reviewed by the Town's attorney and receive written approval by the Town Manager.

V. SPONSORSHIP CRITERIA

The Town of Davidson may use but is not limited to the following criteria when evaluating sponsorship proposals or terminating a sponsorship agreement. The Town reserves the right to accept or reject any/all sponsorship proposals based on:

- The importance of the sponsorship to the mission of the Town of Davidson,
- The entity's past record of involvement in Town, County and/or community projects.
- Record of sponsorship in other communities and organizations.
- The desirability of association – the image.
- The timeliness or readiness of the entity to enter an agreement.
- The actual value of cash or services.
- Community support for or in opposition to the proposal.
- The operating and maintenance costs associated with the proposal.
- The entity's record of responsible environmental stewardship.
- Projected number and value of impressions.
- Extent and prominence of public display of sponsorship;
- Aesthetic characteristics of the public display of sponsorship;
- Level of support provided by the sponsor;
- Cooperation necessary the Town to implement the sponsorship;
- Inconsistencies between Town of Davidson policies and the known policies or practices of the potential sponsor.

Other factors that might undermine public confidence in the Town's impartiality or interfere with the efficient delivery of Town services or operations, including, but not limited to, current or potential conflicts of interest between the sponsor and Town of Davidson employees, officials, or affiliates; and the potential for the sponsorship to tarnish the Town's standing among its residents or otherwise impair the ability of the Town of Davidson to govern its residents.

VI. SPONSORSHIP CATEGORIES

Events: Events are one-time activities for the public organized by the Town and held on Town property that generally last less than a week.

Projects: Projects are one-time efforts, often with a product as the end result.

Programs: Programs are on-going, organized activities for the public that generally involve staff, supervision and participants.

Sites: Specific places and/or facilities, varying in scale from individual features or area (e.g. public streets, buildings, art, gathering areas, parks, and recreation areas)

VII. PERMISSIBLE RECOGNITION MATERIALS

All sponsored products, materials and services must meet Town of Davidson specifications and standards and require the prior approval of the Town of Davidson. All signs recognizing individuals or organizations shall be consistent with existing Town sign materials and design and when possible shall be incorporated into existing sign structures. The placement and installation of any/all sponsorship signs or banners will comply with Town Ordinance.

The size of sponsor signs may vary depending on the level of sponsorship. Tasteful plaques may be installed instead of signs. A centralized sponsorship recognition area with sponsor recognition plates may be considered for specific public/facility locations. Sponsor recognition zones may be designated along greenway areas. Signs may be sized/scaled to specific structures. Example: small sign for a room; sign appropriately scaled for a building. All signs, banners and recognition display details including type, size, number, location, design, content and duration of display must have prior approval by the Town and comply with all local, Town, State, Federal regulations.

Sponsorship recognition materials may identify the sponsor but ordinarily should not promote or endorse the organization or its products or services. Statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services, or organizations will ordinarily not be accepted. In accordance with the provisions of Section IV of this policy, the Town Manager or their designee shall have the ultimate authority to determine what is permissible in a recognition message. Ordinarily, only the following content will be deemed appropriate:

- The legally recognized name of the sponsoring organization and their logo;
- The sponsor's organizational slogan if it identifies rather than promotes the organization or its products or services;
- The sponsor's product or services line, described in brief, generic, objective terms. Generally, only one product or service line may be identified;
- Brief contact information for the sponsor's organization, such as phone number, address, or Internet website. Contact information should be stated in a manner that avoids an implication of urging the reader to action.

The Town of Davidson will not make any statements that directly or indirectly advocate or endorse a sponsor's organization, products or services.

No materials or communications, including, but not limited to, print, video, Internet, broadcast, or display items developed to promote or communicate the sponsorship using the Town of Davidson's name, marks or logo may be issued without written approval of the Town Manager.

VIII. PERMISSIBLE SPONSORS AND MESSAGE CONTENT

Sponsorships on Town of Davidson property are maintained as a nonpublic forum. The Town of Davidson intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages. The Town of Davidson may make distinctions on the appropriateness of sponsors on the basis of subject matter of a potential sponsorship recognition message. The Town of Davidson will not deny sponsorship opportunities on the basis of the potential sponsor's viewpoint.

Sponsorship from an organization that is engaged in any of the following activities, that has a mission of supporting any of the following subject matters, or that, in the sole discretion and judgment of the authorized representative of the Town or the Town Board of Commissioners, is deemed to be unsuitable for and contrary to community standards or appropriateness for government publications, shall be prohibited on any Town property or in Town publications:

- Use of words, language, representations or descriptive material of any kind having more than one meaning or connotation when such meaning is deemed objectionable or questionable by the Town of Davidson.
- Promotion of the sale or consumption of alcoholic or cereal malt beverages, in name, likeness or implication or promotion of establishments that are licensed for and primarily sell alcoholic or cereal malt beverages including bars, however restaurants or other food services establishments and hotels or other places of lodging may be authorized when the commercial message or advertisement promotes only the food services or lodging.
- Depiction in any form of nudity or semi-nudity, profanity, obscenity or lewdness, characterizations which suggest, depict or promote any such element or sexually oriented products, activities or materials.
- Promotion of the sale or consumption of tobacco products or depiction of the use of tobacco products.
- Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards of appropriateness for governmental or family publications.

- Promotion in any form of illegal drugs, illegal drug use or illegal drug materials, or characterizations which suggest or depict the promotion or glorification of any such products, activities or materials.
- Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature with the exception of Police competitions and Skeet and Trap Range events.
- Commentary, advocacy or promotion of issues, candidates, campaigns or organizations of a social, political, religious or rhetorical nature.
- Inclusion of materials, depictions, promotions or offerings which are the type prohibited by, or by their nature would violate, any postal restrictions or regulations or any Federal, State, or local rule or regulation.
- Promotion of gambling, pari-mutual betting, or games of chance, in name, likeness or implication, or promotion of establishments that are licensed for and primarily provide such services or activities of a related or similar nature; provided, however, that establishments may be authorized when the commercial message or advertisement promotes some other area of business practiced by the establishments and where the above-referenced activities are only an incidental part of their business.

IX. General Conditions

Sponsors are solely responsible for obtaining necessary permission to use photographs, trademarks, trade names, copyrighted material or any other legally protected property and shall hold the Town harmless for any such use, including all consequences or damages resulting there from. All commercial messages or advertisements shall be accepted and published by the Town upon the representation that the agency or the sponsor is authorized to publish the entire contents and subject matter thereof. Sponsors must agree to indemnify and hold harmless the Town, its officers, agents, and employees against all damages, costs and expenses including, without limitation, attorney's fees resulting from any claim, action or proceeding alleging that the commercial message or sponsorship infringes on any copyright, violates any right of privacy, or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement on trademarks, or other matter contrary to law or contains any formula or instructions injurious to the user of a sponsor's product.

Sponsors assume liability for all content (including text, photographs, representations, illustrations, sketches, maps, labels, trademarks, or other copyrighted matter) of the sponsorship message or place and also assume responsibility for any claims arising there from made against the Town.

The Town is not liable for delays in publication or presentation of sponsorship messages in any event or for any reason, including acts of God, action by any governmental entity, lack of funds, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the Town affecting publication or presentation or sponsorship in any manner.

If an error or omission occurs in the publication or placement of any sponsorship message, the Town's liability shall be limited to the amount of the reduction in the value of the sponsorship due to the error or omission, but in no event shall liability exceed the total cost payable for the sponsorship space.

X. SPONSORSHIP OPPORTUNITIES

There are many sponsorship opportunities available and provided in the general scope of the Town of Davidson services and special events. Services and special events target a variety of the Town and region's population with some being specific in nature, i.e. Senior Citizens, Teens, Special Populations; and others involving more diverse and wider ranges of participants such as Fourth of July fireworks, downtown events, and sports tournaments. Naming rights and sponsorships are available for existing recreation facilities and also many will be available with the continued growth of the Town. Special Events and programs sponsorships will extend through the planning, marketing, time of event, and media coverage of the event / program.

XI. NAMING RIGHTS

Naming rights for permanent facilities will be named in perpetuity, in return for a minimum contribution of 51% of the total capital cost of the identified project. Naming of a permanent facility will require approval of the Town Board of Commissioners.

XII. NAMING RIGHTS IN MEMORIUM

The Town of Davidson Board of Commissioners shall establish a period of 30 days for public input for the naming or re-naming of public streets, buildings, parks, public art, recreation facilities, and site amenities (i.e. picnic shelters, sitting benches, etc.) upon receipt of the recommendation and resolution from the appropriate Board or Committee.

Gifts, Trades, Sale or Easement of Real Property may be considered based on the gift, trade or bargain sale of real property including land and buildings. Consideration of naming will be given in the case of long-term/permanent easements for access to public facilities such as parks or greenways.

Development of a public facility with no capital cost to the Town of Davidson.

Civic contribution; the Town of Davidson Board of Commissioners may elect to name a public property in honor of, or as a memorial to, individuals, families or groups, whether living or deceased, that play or have played an integral part in the civic affairs of the Town of Davidson community. Such naming or memorials shall be based on special circumstances or attributes including exemplary leadership, outstanding citizenship, national or international accomplishment and/or inspirational behavior. Special emphasis will be given to Davidson natives or long-term residents (25+ years) of the community.

The Town of Davidson reserves the right to conduct a full background check and investigation of the individual nominated if living or having been deceased for less than five years to ensure that the person has conducted themselves in the highest moral standards and that there is no possible embarrassment to the Town of Davidson in the future.

XIII. ADVERTISING OPPORTUNITIES

The Town of Davidson understands the need to pursue advertising revenue to aid in the support of future small and large capital projects, services and programs within its existing public system. All solicitations, recognition, and signage specifications will adhere to the guidelines as

set forth by Town Policy. Signage will be erected in a manner that will not detract from any public or facility aesthetic features. Advertising solicitation will be administered on a case-by-case basis, as there are many variables associated with the different facilities and amenities. Advertising opportunities will be for a period of time no longer than twelve months.

XIV. DONATIONS

Undesignated contributions are very important in increasing the quality and character of the Town's facilities. All pooled donations will assist with the addition of amenities and aesthetic features in public facilities.

The Town of Davidson will provide a separate program and activity scholarship program for those Davidson residents who cannot afford the program/activity registration fee. One example of a program scholarship would be payment assistance for summer camp registration.



Request for Naming Public Property

Leslie Willis
Parks and Recreation Director
August 26, 2025

www.townofdavidson.org

XII. NAMING RIGHTS IN MEMORIUM

- Public Input
- Real property – gift, sale, trade, or easement
- Development of public facility
- Civic contribution

Civic Contribution

The Town of Davidson Board of Commissioners may elect to name a public property in honor of, or as a memorial to, individuals, families or groups, whether living or deceased, that play or have played an integral part in the civic affairs of the Town of Davidson community. Such naming or memorials shall be based on special circumstances or attributes including exemplary leadership, outstanding citizenship, national or international accomplishment and/or inspirational behavior. Special emphasis will be given to Davidson natives or long-term residents (25+ years) of the community.

Request

- Eagle Scout Project – Benji Beall
 - 3 trail head signs
 - History of the park
 - Map with amenities and trails
 - Naming one of the trails – “Clontz Trail”

Clontz Trail



MOTION:

Approve naming a trail in Beaty Park, the Clontz Trail, in accordance with the Town of Davidson Naming Policy.





AGENDA MEMO

To: Davidson Board of Commissioners
From: Austin Nantz, Assistant Town Manager
Date: August 26, 2025
Re: Affordable Housing and Equity Board Transition

ITEM SUMMARY/OVERVIEW

Affordable housing work is increasingly technical and complex—requiring specialized expertise in areas such as development finance, real estate, construction, and land use policy. Staff recommends transitioning from the formal Advisory Board model to a more flexible engagement model that will allow us to bring in local industry professionals and subject-matter experts as needed on a project-by-project basis. This recommended change is directly related to a commitment to good governance. It is not related to national politics.

ACTION/PROPOSED MOTION

Motion to transition from the current format of a formal Affordable Housing and Equity Advisory Board to an administrative ad hoc Affordable Housing Industry Roundtable Group, effective immediately.

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

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

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.

NEXT STEPS

Staff plans to convene an October meeting with the Affordable Housing Industry Roundtable Group.



Affordable Housing & Equity Board Transition

Austin Nantz
Assistant Town Manager
Board of Commissioners Meeting
August 26, 2025

www.townofdavidson.org

History of Engagement

For decades, at various times and in various forms, engaged local residents have played a key role in advancing affordable housing efforts in the Town of Davidson.

- 1963 Community Relations Committee
- 1995 Mayor's Community Relations Task Force
- 2009 Aging in Place Task Force
- 2009 Affordable Housing Committee
- 2018 Affordable Housing Steering Committee
- 2021 Affordable Housing and Equity Advisory

Transition

- Affordable housing work is increasingly technical and complex—requiring specialized expertise in areas such as development finance, real estate, construction, and land use policy.
- Staff recommends transitioning from the formal Advisory Board model to a more flexible engagement model that will allow us to bring in local industry professionals and subject-matter experts on a project-by-project basis.
- This recommendation has nothing to do with national politics and everything to do with good governance and strategic realignment primarily driven by the growing need for targeted expertise.

Affordable Housing Industry Roundtable

- Affordable Housing Industry Roundtable—a newly structured body designed to foster deeper collaboration between the Town, private developers, community business and non-profit leaders, lending agencies, and affordable housing providers.
- The Roundtable will focus on real-time problem-solving, to accelerate the implementation of innovative housing solutions.

Next Steps

- Unlike the current iteration of the advisory board, the Affordable Housing Industry Roundtable will be more informal and will be established administratively by staff as an ad hoc working group.
- Staff plans to convene an October meeting.

Questions?



Motion to transition from the current format of a formal Affordable Housing and Equity Advisory Board to an administrative ad hoc Affordable Housing Industry Roundtable group, effective immediately.





AGENDA MEMO

To: Davidson Board of Commissioners

From: Jamie Justice, Town Manager

Date: August 26, 2025

Re: Consider Approval of 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.

This item was previously discussed at the August 12, 2025 meeting.

ACTION/PROPOSED MOTION

Motion to approve the Mecklenburg Public Transportation Authority Memorandum of Understanding.

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

If approved, the MOU will be executed and the implementation will occur.

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 ($\frac{1}{2}\%$) 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, or a metropolitan public transportation authority, created pursuant to Article ~~26 or 26,~~ 26 or 26, Article ~~27-27,~~ 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 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