



**TOWN OF DAVIDSON
BOARD OF COMMISSIONERS
Town Hall Board Room - 216 S. Main Street**

September 26, 2017

WORK SESSION - 4:00 PM

(Held in the Town Hall Meeting Room)

I. DISCUSSION ITEMS

- (a) Historic Landmarks Commission - Dr. Dan Morrill
 - (b) Downtown Parking Study Update - Economic Development Manager Kim Fleming
-

REGULAR BOARD OF COMMISSIONERS MEETING - 6:00 PM

(Held in the Town Hall Meeting Room)

I. CALL TO ORDER

II. DISCUSSION

- (a) Hyatt Place Status Report - Planning Director Jason Burdette & Senior Planner Trey Akers

III. COMMISSIONER REPORTS

- (a) Mayor John Woods: Centralina Council of Governments (CCOG) and Metropolitan Transit Commission (MTC)

Commissioner Stacey Anderson: Arts & Science Council (ASC)

Commissioner Beth Cashion: Visit Lake Norman (VLN) and North Mecklenburg Alliance

Commissioner Jim Fuller: Lake Norman Chamber (LNC)

Commissioner Rodney Graham: Lake Norman Regional Economic Development Organization (LNREDC)

Commissioner Brian Jenest: Charlotte Regional Transportation Planning Organization (CRTPO) and Lake Norman Transportation Commission (LNTC)

IV. ANNOUNCEMENTS

- (a) Proclamation - International Walk to School Day
Proclamation - PANDAS-PANS Awareness Day

V. NEW BUSINESS

- (a) Consider Approval of Fire Truck Replacement Contract - Fire Chief
Bo Fitzgerald
- (b) Consider Approval of Budget Ordinance Amendment 2018-08 -
Finance Director Piet Swart

VI. DISCUSSION

- (a) Davidson Business Summit Recap - Economic Development
Manager Kim Fleming

VII. SUMMARIZE MEETING ACTION ITEMS

VIII. ADJOURN



Agenda Title: Historic Landmarks Commission - Dr. Dan Morrill

Summary: Dr. Dan Morrill, Director of Charlotte-Mecklenburg Historic Landmarks Commission will present past impacts and future implications for historic landmarks preservation in Davidson.

ATTACHMENTS:

Description	Upload Date	Type
📎 HLC Presentation - Davidson	9/21/2017	Presentation



Past Impact And Future Potential In Davidson, N.C.

Charlotte-Mecklenburg Historic Landmarks Commission

September 26, 2017



Powers

- Recommends Designation Of Real And Personal Property As Historic Landmarks
- Administers Design Review Over Historic Landmarks
- Negotiates Purchase And Sale Of Historic Landmarks

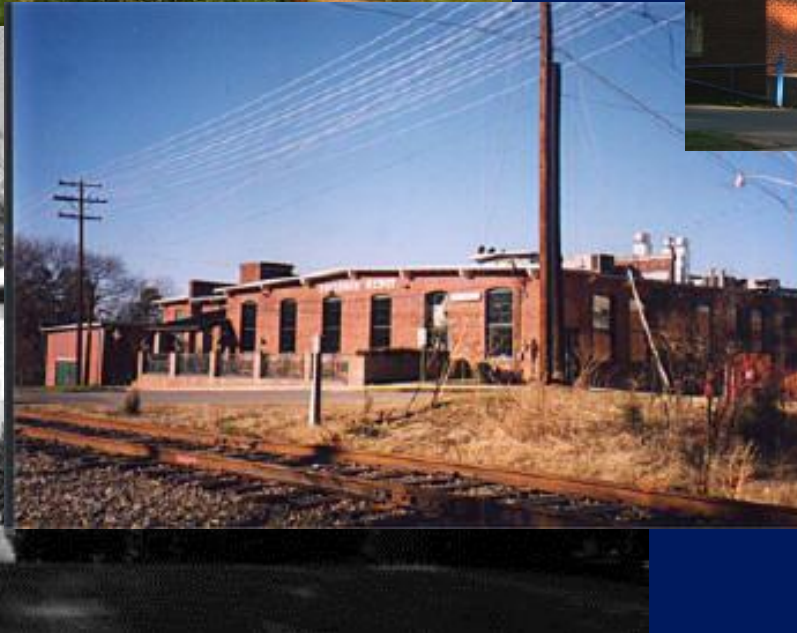


Designated Historic Landmarks





Designated Historic Landmarks





Designated Historic Landmarks





Consequences Of Landmark Designation

Design Review Of Material Alterations

Up To One Year Delay On Demolition

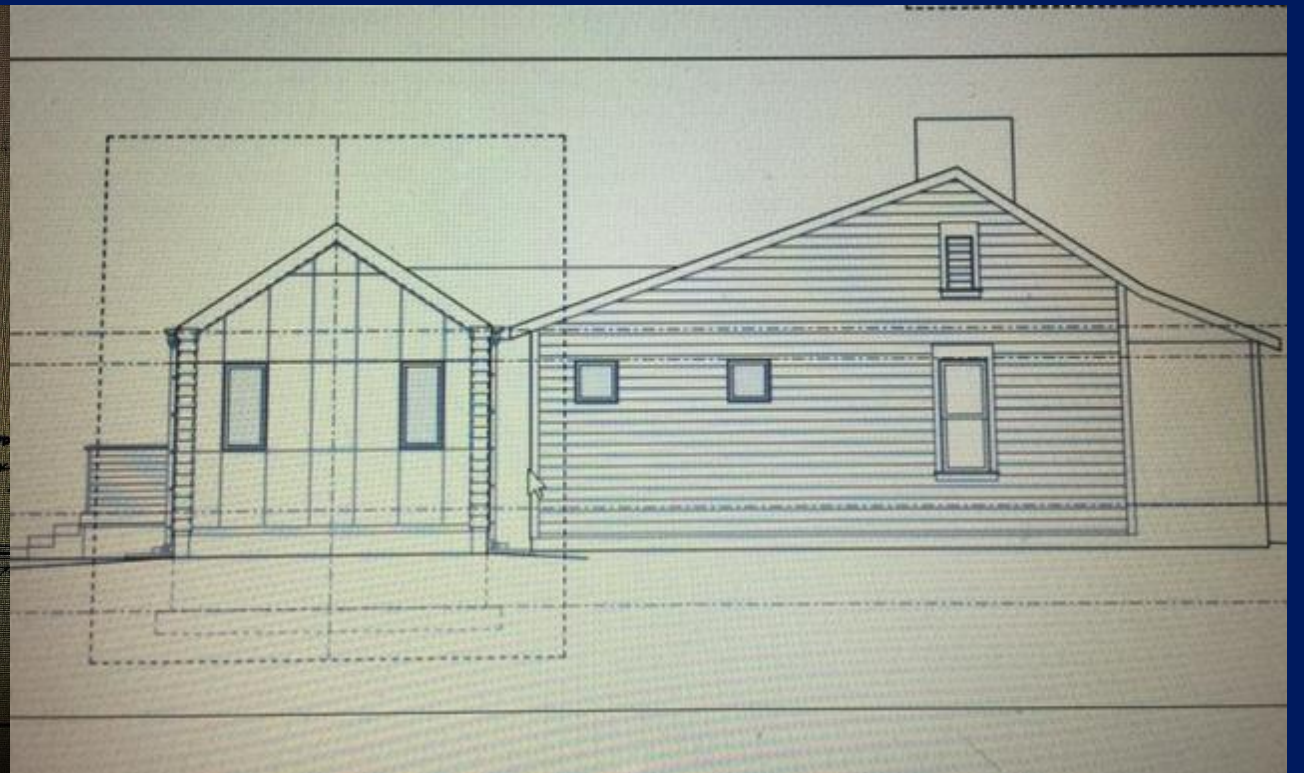
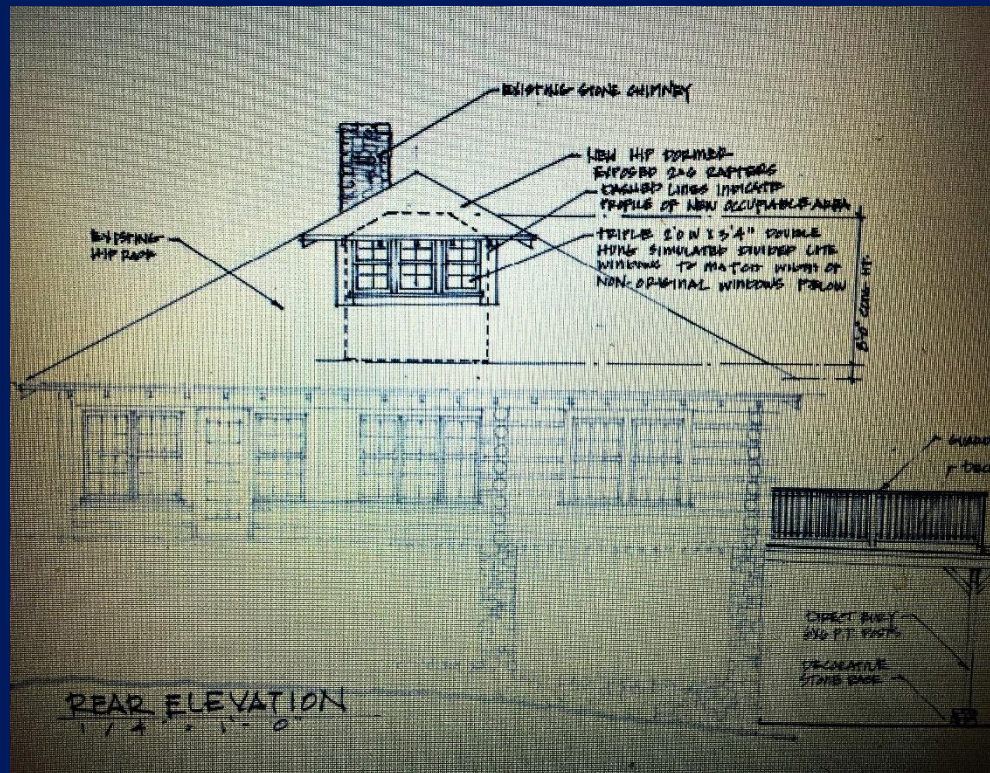
Town Can Acquire Properties Scheduled For Demolition

Historic Landmarks Can Negotiate Purchase

Owner May Apply For Automatic Deferral Of 50% Of Property Taxes



Design Review





Property Acquisition



Delburg Mill Houses Are Disapperring.

Landmarks Commission Purchased The Delburg Mill House To Save It.

Commission Has Sold Delburg Mill House With Preservation Covenants To Assure Preservation In Perpetuity.

Proceeds From Sale Will Return To Commission's Revolving Fund.



Future Potential?



The Commission Will Assist The Town.

Landmarks Commission Can Purchase Properties In Local Historic Districts..

Does The Town Want To Expand Its Local Historic District?

Does The Town Want To Have More Historic Landmarks?

Are There Properties The Historic Landmarks Commission Should Buy?



Agenda Title: Downtown Parking Study Update - Economic Development Manager Kim Fleming

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Presentation	9/22/2017	Cover Memo

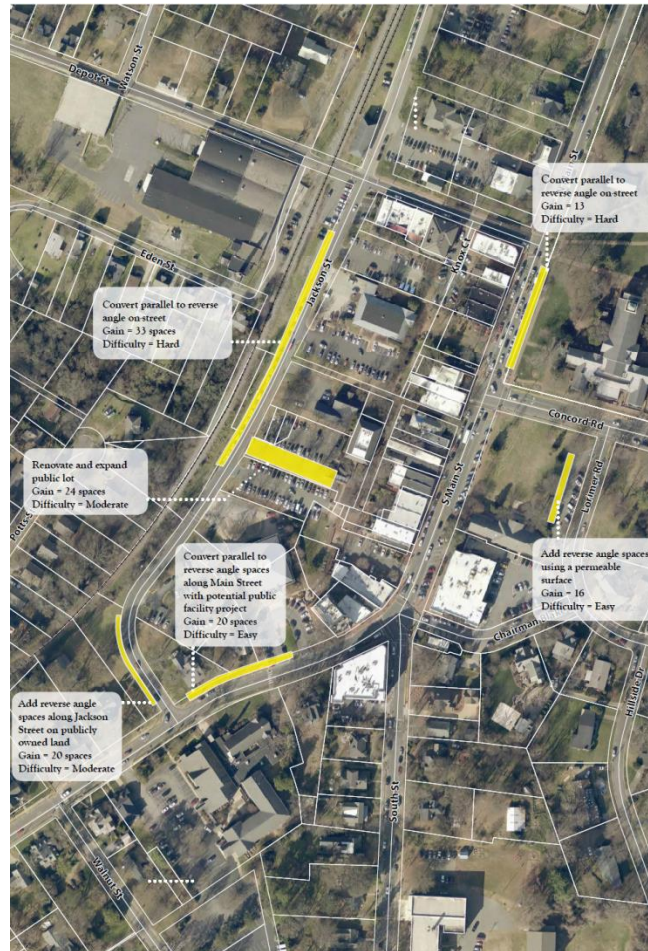
Downtown Parking

Kim Fleming
Economic Development Manager
September 26, 2017

Downtown Parking

- **Met with downtown businesses to determine parking challenges/solutions**
- **Reviewed parking study from the spring**
- **Asked for feedback and to establish priorities**

Downtown Parking



Downtown Parking Findings

- **Identified 2 areas that are priorities**
- **Employees have difficulty finding all-day parking spaces**
- **Businesses hear from customers that they would like to spend more than 2 hours downtown**

Downtown Parking Findings

- **Businesses not averse to metered parking (on a trial basis)**
- **Retail businesses stressed the need for 2-hour parking close to their stores**

Downtown Parking Solutions

- **Employee all-day parking areas**
- **The anti-ticket**
- **Designated delivery areas (north and south)**
- **New parking maps**

Downtown Parking Solutions

- **Parking map on businesses websites**
- **Better signage for shared parking agreements (especially churches)**
- **Improved lighting**
- **Cooperation**



Agenda Title: Hyatt Place Status Report - Planning Director Jason Burdette & Senior Planner Trey Akers

Summary: A discussion of the revised conditional master plan including updated conditions and responses from the applicant.

ATTACHMENTS:

Description	Upload Date	Type
❑ Conditions Summary	9/22/2017	Exhibit
❑ Proposed Conditions	9/22/2017	Exhibit
❑ Presentation	9/25/2017	Presentation

DCE HOTEL – CONDITION SUMMARY

9/22/17

1. APPLICANT PROPOSED CONDITIONS

The proposed conditions can be summarized as follows:

1. **Zoning:** The applicant requests the Conditional Planning Area designation.
2. **Building Design:**
 - a. **Schematic Design:** The applicant proposes the attached Conditional Master Plan.
 - b. **Retail:** The applicant agrees to designate the retail component as Retail Primary or Retail Secondary (DPO 16.3).
 - c. **Environmental Design:** The applicant does not agree to LEED certification. The applicant proposes meeting LEED/Light Pollution Reduction criteria only, and making commercially reasonable efforts for other sustainable features.
 - d. **Building Type:** The applicant proposes a Workplace building type.
 - e. **Height:** The applicant proposes a height of 2-4 Stories.
3. **Site Design:**
 - a. **Public Art:** The applicant proposes to reserve space for art and to work with the Public Art Commission in finding a suitable on-site location; the applicant will not make a financial contribution to public art.
 - b. **Buffers and Trees:**
 - i. Eastern Buffer:
 1. Replanting Ratio: The applicant requests relief from DPO 9.3.2 Preservation of Existing Vegetation. The applicant proposes to replant all mature trees removed at a 1:1 ratio, including three oak trees.
 2. Tree Types & Caliper: The applicant proposes to plant a mix of tree species, including large/maturing evergreen and deciduous species, with a minimum 4-5 inch caliper at time of planting.
 3. Clearing Near Preserved Areas: The applicant proposes utilizing only hand-held implements to clear vegetation outside of preservation areas to minimize remaining vegetation damage.
 4. Monitoring: The applicant agrees to daily monitoring reports for tree protection during construction.
 - ii. Woodies Buffer: The applicant proposes replanting some of the surplus trees on the Woodies site to help address their buffer issues.
 - c. **Plaza:** The applicant agrees that the plaza design, including enhanced plantings, will be subject to approval of the Design Review Board; the applicant also agrees that the plaza will be publicly-accessible.
 - d. **Crosswalk:** The applicant agrees to the construction of two, patterned crosswalks across Davidson Gateway Dr.
 - e. **Stream Crossing:** The applicant does not agree to construct the multi-use path bridge. The applicant proposes paying 50% of the bridge's construction costs, not to exceed \$102,000.
 - f. **Mid-Block Crossing:** The applicant proposes making a \$61,000.00 contribution towards a mid-block crossing across Griffith St. from Spinnaker Cove Dr. to the CSD property.

- g. **Benches:** The applicant agrees to construct two benches along Griffith St. as part of the public art experience.
 - h. **Multi-Use Path:** The applicant proposes construction of an 8.5' sidewalk/path in front of the building along Griffith Street, and agrees to pay 50% of the bridge costs connecting the path to Roosevelt Wilson Park.
 - i. **Retaining Wall:** The applicant proposes a retaining wall as described in the conditions [i.e. 13'-60' from the eastern boundary; maximum height 13', tiered three times; maximum height of any tier 5'.
 - j. **Setbacks:** The applicant proposes 0' setbacks.
 - k. **[Parking Lot] Walkway:** The applicant requests relief from DPO 8.4.5 Pedestrian Access, which requires provision of a sidewalk through a parking lot greater than 36 spaces.
 - l. **Transit Amenities:** The applicant agrees to the construction of two transit stops – one each on the south and north sides of Griffith St.
4. **Parking:**
- a. **Required Parking:** The applicant proposes counting 101 parking spaces towards their requirements, including a mix of on-site, shared, and on-street parking along the project boundary. Note: On-street parking is public and not exclusively available to the proposed project.
 - b. **Reciprocal Easement Agreement:** The applicant proposes to utilize shared parking with Woodies, per an existing civil agreement. DPO 8.3.2.D permits 50% to be shared.
 - c. **Bicycle Sharing:** The applicant agrees to construct a bicycle sharing station and/or make available bicycles to hotel patrons.
 - d. **Bicycle Parking:** The applicant agrees to provide 6 long term spaces and 12 short-term spaces, and to incorporate public art into some of the bicycle parking designs.
5. **Construction Sequence:** The applicant agrees to conduct all construction staging on the site and off-site improvements shall be completed during summer, weekends and school holidays.
6. **Impervious Coverage:** The applicant agrees to meet the 52,360 square feet impervious coverage limitation.
7. **Uses:** The applicant proposes the following uses: Hotel, Commercial Services, Restaurant and Retail, Primary and Secondary.
8. **Ordinance Modifications:** The applicant proposes standards for establishing vested rights.
9. **Amendments:** The applicant proposes standards for plan amendments.
10. **Plat Notes:** The applicant proposes standards for recording the plat notes.

2. RECONCILED ISSUES NOT ADDRESSED AS CONDITIONS

- **Parking:** On-street construction along Griffith St. in front of CSD will not be required. The proposed 0.88 parking spaces per room is consistent with this use type.
- **LEED:** Certification for green building design will not be required. Light pollution reduction will be addressed as part of the building/site design.
- **Tree Preservation:** Retaining the three white oak trees in the property's NE corner will not be required. Preservation would likely require a retaining wall that would negatively impact the proposed streetscape. Three white oaks will be among those species replanted in the site's eastern buffer.
- **Massing Studies:** Depiction of the proposed building elevations from adjoining properties will not be required as part of conceptual master plan approval. Elevations will be approved as part of the standard Design Review Board process for individual building plans.

DAVIDSON COMMONS EAST LOTS 4A-B: HOTEL SITE
CONDITIONS
9/20/17

CONDITIONS:

1. **Zoning:** The zoning of Tracts 4-A, 4-B, 4-C and 4-D of Davidson Commons East, consisting of 6.4 acres, more or less (the "Site"), is CPA (Conditional Planning Area), as shown on the Davidson Commons East Conditional Master Plan, as amended November 10, 2010, April 9, 2013 and [REDACTED], 2017 (the "Plan"). The Site is to be developed in two phases. Phase II of the Plan was approved for a Change of Use on November 10, 2010 and an amendment to the conditions of Tract 4-C within Phase II was approved on April 9, 2013.

2. **Building Design:**

- a. **Schematic Design:** The building configurations, placements, and sizes shown on the Master Plan are schematic in nature and may be altered and/or modified during design development and construction document phases in accordance with the approved plan. Parking layouts and open spaces may also be modified to accommodate final building configurations in accordance with the Davidson Planning Ordinance ("DPO").
- b. **Retail:** The proposed retail component shall meet the DPO definition of Retail Primary or Retail Secondary (DPO 16.3).
- c. **Environmental Design:** Applicant will commit to LEEDS certification on Light Pollution Reduction and will have a Certified LEED Architect provide a letter confirming the design meets this requirement.
- d. **Building Type:** The hotel building shall be a Workplace building type in accordance with DPO 4.5.6.
- e. **Height:** The Tract 4-A and 4-B Height Restriction is hereby amended to provide that the height allowed for the building located on Tracts 4-A and 4-B, as shown on the amended Master Plan, is a Minimum of Two (2) Stories and a Maximum of Four (4) Stories.

3. **Site Design:**

- a. **Public Art:** Space will be reserved on Tracts 4A or 4B within a plaza or sidewalk area along Griffith Street for public art and the art shall be determined by Davidson Public Art Commission in coordination with Applicant. No financial contribution is required of Applicant.
- b. **Buffers and Trees:**
 - i. **Eastern Buffer:**
 1. **Replanting Ratio:** The eastern buffer will be replanted at a 1:1 ratio for all mature trees that are removed during construction, including the three white oak trees on the northeast corner of the site (which will be replaced with oak trees).

2. **Tree Types & Caliper:** Replanted trees must be at least 4-5 inch caliper trees and shall be a mix of large, maturing deciduous and evergreen species.
 3. **Clearing Near Preserved Areas:** Areas outside of tree/vegetation protection areas shall be cleared by hand utilizing hand-held implements.
 4. **Monitoring:** During construction, the developer commits to daily monitoring and reports about tree protection for saved specimens and any identified preserved areas.
- ii. **Woodies Buffer:** If a surplus of trees remains after replanting within the buffer, some of the surplus trees may be located on the Woodies Automotive lot if acceptable to the Planning Director and Woodies Automotive.
- c. **Plaza:** The design of the Plaza and ornamental tree plantings in the plaza area will be subject to approval of the Design Review Board. The plaza area will be publicly accessible.
 - d. **Crosswalk:** As shown on the Plan, Applicant will construct textured/patterned crosswalks – one crosswalk at the intersection of Davidson Gateway and Griffith Street and one crosswalk across Davidson Gateway from the entrance driveway of Woodies to the CSD site.
 - e. **Stream Crossing:** At the time of the issuance of a certificate of occupancy for the hotel, Applicant shall pay fifty percent (50%) of the actual construction costs (not including soft costs, such as the costs of plans and permits or management fees) of the 10' multi-use bridge along Griffith Street over the stream on the Site's eastern boundary as shown on Walks and Rolls Plan *Figure 4-2*, but, in any event, Applicant shall not pay more than One Hundred and Two Thousand and No/100 Dollars (\$102,000.00) for such bridge. The payment shall be made at the time of the issuance of the certificate of occupancy and shall be held in escrow and used only for the construction of the bridge.
 - f. **Mid-Block Crossing:** Prior to issuance of a certificate of occupancy for the hotel, Applicant will pay to the Town the amount of Sixty-One Thousand and No/100 Dollars (\$61,000.00), which shall be held in escrow and used only for the construction of the Mid-Block Crossing. This payment represents much more than Applicant's proportionate share, in conjunction with other stakeholders, of the cost of the Mid-Block Crossing.
 - g. **Benches:** Applicant agrees to install two benches along Griffith Street as a part of the public art experience.
 - h. **Multi-Use Path:** Applicant will provide a multi-use path as shown on the Plan. Tree grates shall not interfere with cyclists ability to safely move through the area (i.e. small-diameter openings and installed perpendicular to the travel path).
 - i. **Retaining Wall:** The retaining wall will be setback 13' – 60' from the eastern boundary. The maximum height of the retaining wall at the head wall is 13' and the wall is tiered three times. The maximum height of any tier is 5' throughout the Site. The approximate location and length of the wall is shown on the Plan.
 - j. **Setbacks:** The hotel building shall front on Griffith Street with minimum front and side setbacks of 0'.

- k. **Walkway:** DPO 8.4.5 Pedestrian Access, provides, that in large parking lots (36 spaces or greater), a sidewalk perpendicular to the main building shall be put in place. This cannot be accomplished due to the proximity to the eastern buffer and the impervious requirements and this sidewalk shall not be included in the Plan.
 - l. **Transit Amenities:** Applicant will install transit stops in the following locations, in accordance with CATS Standard 60.03C and 7.4.2.B.5;: (i) in front of the hotel and (ii) at the Mid-Block crossing on the north side of Griffith St.
- 4. Parking:**
- a. **Required Parking:** : The DPO parking requirement for lots 4-A and 4-B is 2 spaces per 1,000 square feet of building area, or 149 spaces; however, typical parking for a Hotel is 1 space per hotel room, or 115 spaces for this hotel. Parking provided on the plan totals 101 spaces (which includes on-street parking that is available for public use). On-street parking is as shown on the Plan-
 - b. **Reciprocal Easement Agreement:** Parking provided includes the shared parking in accordance with the Reciprocal Easement Agreement recorded in Book 30349, Page 645, Mecklenburg County Public Registry. This easement parking allows use of the additional spaces, which would only be required on sold out nights.
 - c. **Bicycle Sharing:** A bike sharing station will be installed by Applicant and/or cycles shall be made available to hotel patrons for use around Town.
 - d. **Bicycle Parking:** Bicycle parking provided is 6 long term spaces and 12 short-term spaces. Bicycle parking spaces will incorporate some public art features as reasonably determined by Applicant in conjunction with the Davidson Public Art Commission.
- 5. Construction Sequence:** Applicant agrees to conduct all construction staging on the Site and off-site improvements shall be completed during summer, weekends and school holidays.

6. Impervious Coverage:

Impervious Calculations	Approved	% of Total	Existing
Tract 4-A	26,180	21.72%	12,709.50
Tract 4-B	26,180	21.72%	12,709.50
Tract 4-C	34,161	28.34%	34,161
Tract 4-D	34,000	28.21%	Unimproved
Total	120,521	100%	59,580

The 52,360 square feet of impervious cover allocated to Tracts 4-A and 4-B may be distributed among such Tracts in accordance with the approved amended Master Plan and may also be redistributed between Tracts if requested by the Applicant and approved by the Planning Director was modified prior to completion of such improvements. After completion, modifications of such improvements shall be permitted with Planning Director approval if such modifications do not exceed the total permitted impervious area for the combined Tracts and do not constitute a major amendment.

- 7. Uses:** Permitted uses on Tracts 4-A and 4-B shall include Hotel, Commercial Services, Restaurant and Retail, Primary and Secondary.

8. **Ordinance Modifications:** If, at some point, modifications are made to the Ordinance by the Board of Commissioners, the Applicant may voluntarily agree to apply such modifications to the Plan in a manner consistent with the Ordinance as it changes from time to time. Such modifications to the Ordinance shall in no way impact the Applicant's vested rights established per the Ordinance once the Plan is approved.
9. **Amendments:** The Applicant may request an amendment to the Plan and approved zoning without the written consent of any other owner of all or any portion of the property shown on the Plan so long as the recorded Declaration of Protective Covenants for the property contains a valid and enforceable provision with the stated purpose of granting power of attorney to the Declarant to execute an amendment to the Plan and approved zoning on behalf of such owners. Developer understands that the Town cannot waive the rights of property owners.
10. **Plat Notes:** In the event the event of an amendment to the plat of the Site, entitled Davidson Commons East Map 1, recorded in Map Book 49, Pages 655 – 657, Mecklenburg County Public Registry, as amended in Map Book 55, Pages 623, Mecklenburg County Public Registry (the “Plat”), the notes included on the Plat shall be included on the subdivision plat of the Site as modified by the provisions herein.

REMOVED CONDITIONS:

- The pedestrian trail shown on the Master Plan from the eastern portion of the Site to the Town of Davidson property is removed.

WORK SESSION DAV. COMMONS EAST HOTEL



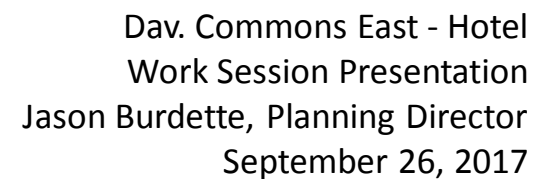
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Dav. Commons East - Hotel
Work Session Presentation
Jason Burdette, Planning Director
September 26, 2017



Davidson

DCE HOTEL – CIRCLES @ 30 VICINITY



DCE HOTEL – PROPOSED PLAN



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Dav. Commons East - Hotel
Work Session Presentation
Jason Burdette, Planning Director
September 26, 2017

DCE HOTEL – PROPOSED CONDITIONS

SUMMARY

1. **Zoning:** Conditional Planning Area.
2. **Building Design:**
 - a. **Schematic Design:** Conditional Master Plan.
 - b. **Retail:** Retail Primary or Retail Secondary (DPO 16.3).
 - c. **Environmental Design:** LEED/Light Pollution Reduction criteria only, and commercially reasonable efforts for other sustainable features.
 - d. **Building Type:** Workplace building type.
 - e. **Height:** 2-4 Stories (49').
3. **Site Design:**
 - a. **Public Art:** Space reservation/Public Art Commission guidance.



DCE HOTEL – PROPOSED CONDITIONS

SUMMARY

3. Site Design:

b. Buffers and Trees:

i. Eastern Buffer:

1. Replanting Ratio: Relief from DPO 9.3.2; Replant at 1:1 ratio.
2. Tree Types & Caliper: Mix of tree species, min. 4-5 inch caliper.
3. Clearing Near Preserved Areas: Hand-held implements only.
4. Monitoring: Daily monitoring reports.

ii. Woodies Buffer: Replanted with DEC Hotel surplus trees.

- c. **Plaza:** Enhanced plantings, publicly-accessible, Design Review Board approval.
- d. **Crosswalk:** Two, patterned crosswalks across Davidson Gateway Dr.
- e. **Stream Crossing:** Will pay 50% of the bridge's construction costs (\$102,000).
- f. **Mid-Block Crossing:** Spinnaker Cove Dr. to the CSD property (\$61,000.00).
- g. **Benches:** Two along Griffith St. as part of public art experience.



DCE HOTEL – PROPOSED CONDITIONS

SUMMARY

3. Site Design:

- h. **Multi-Use Path:** 8.5'-14' sidewalk/path along Griffith Street.
- i. **Retaining Wall:** Maximum height 13', three tiered; max. tier height 5'.
- j. **Setbacks:** 0'
- k. **[Parking Lot] Walkway:** Requests relief from DPO 8.4.5 Pedestrian Access.
- l. **Transit Amenities:** Will construct two transit stops – each side of Griffith St.

4. Parking:

- a. **Required Parking:** 101 parking spaces; mix of on-site, shared, and on-street parking along project boundary. Note: On-street parking = publicly available.
- b. **Reciprocal Easement Agreement:** Per DPO 8.3.2.D permits up to 50% to be shared with Woodies.

DCE HOTEL – PROPOSED CONDITIONS

SUMMARY

4. **Parking:**
 - c. **Bicycle Sharing:** Installation of sharing station or bicycles for guests.
 - d. **Bicycle Parking:** 6 long term spaces/12 short-term spaces; public art focus.
5. **Construction Sequence:** Off-site improvements completed summer, weekends and school holidays.
6. **Impervious Coverage:** Will meet 52,360 square feet limit.
7. **Uses:** The applicant proposes the following uses: Hotel, Commercial Services, Restaurant and Retail, Primary and Secondary.
8. **Ordinance Modifications:** The applicant proposes standards for establishing vested rights.
9. **Amendments:** The applicant proposes standards for plan amendments.
10. **Plat Notes:** The applicant proposes standards for recording the plat notes.

DCE HOTEL – RECONCILED ISSUES/NOT CONDITIONS

SUMMARY

- **Parking:**
 - » Griffith St./CSD will not be required.
 - » 0.88 spaces/room = consistent.
- **LEED:**
 - » Certification will not be required.
 - » Light pollution reduction will be verified.
- **Tree Preservation:**
 - » Retaining NE corner white oak trees will not be required.
 - » Retaining wall impacts on proposed streetscape.
 - » White oaks species included in replantings.
- **Massing Studies:**
 - » Views from adjoining properties will not be required.
 - » Elevations approved by Design Review Board.

DISCUSSION



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Dav. Commons East - Hotel
Work Session Presentation
Jason Burdette, Planning Director
September 26, 2017

ADDITIONAL SLIDES

DCE HOTEL – PROCESS/TIMELINE

2015 Concept Discussed

- Oct. 6: Applicant Informally Proposes Hotel Concept

2016 Concept Explored

- April - August: Site Review/Sketch Plan Created
- August 26: Preliminary Sketch Plan Submitted (DPO 14.5.2)
- September: Application Review, Public Input Session (PIS) Materials Prepared
- October 3: Public Input Session, Prelim. Staff Analysis Produced, Feedback Collected
- November - February 2017: Transportation Impact Analysis Undertaken

2017 Concept Refined/Approval Sought

- Mid-February: Transportation Impact Analysis (TIA) Finalized, Accepted by Staff
- March - May: Revised Design Discussed (TIA, PIS Feedback)
- May 31: Conditional Master Plan Application Submitted (14.5.4)
- July 31: Joint Work Session
- August 1-11: Stakeholder/Public Engagement – Site Walk, Lunch & Learn/ Recorded (Feedback Collected)
- August 22: Board of Commissioners Work Session (Project Update/Feedback Received)
- August 28: Planning Board Meeting (Project Update)
- September 12: Board of Commissioners Meeting (Public Hearing)
- September 25: Planning Board Meeting (Recommendation)
- September 26: Board of Commissioners Work Session (Conditions Discussion)
- October 10: Board of Commissioners Meeting (Potential Decision)



CONTEXT & VICINITY



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Work Session Presentation
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DCE HOTEL – CONTEXT





DCE HOTEL – CIRCLES @ 30 VICINITY

PROPOSED PLAN



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DCE HOTEL – PROPOSED PLAN



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DCE HOTEL – PROPOSED PLAN



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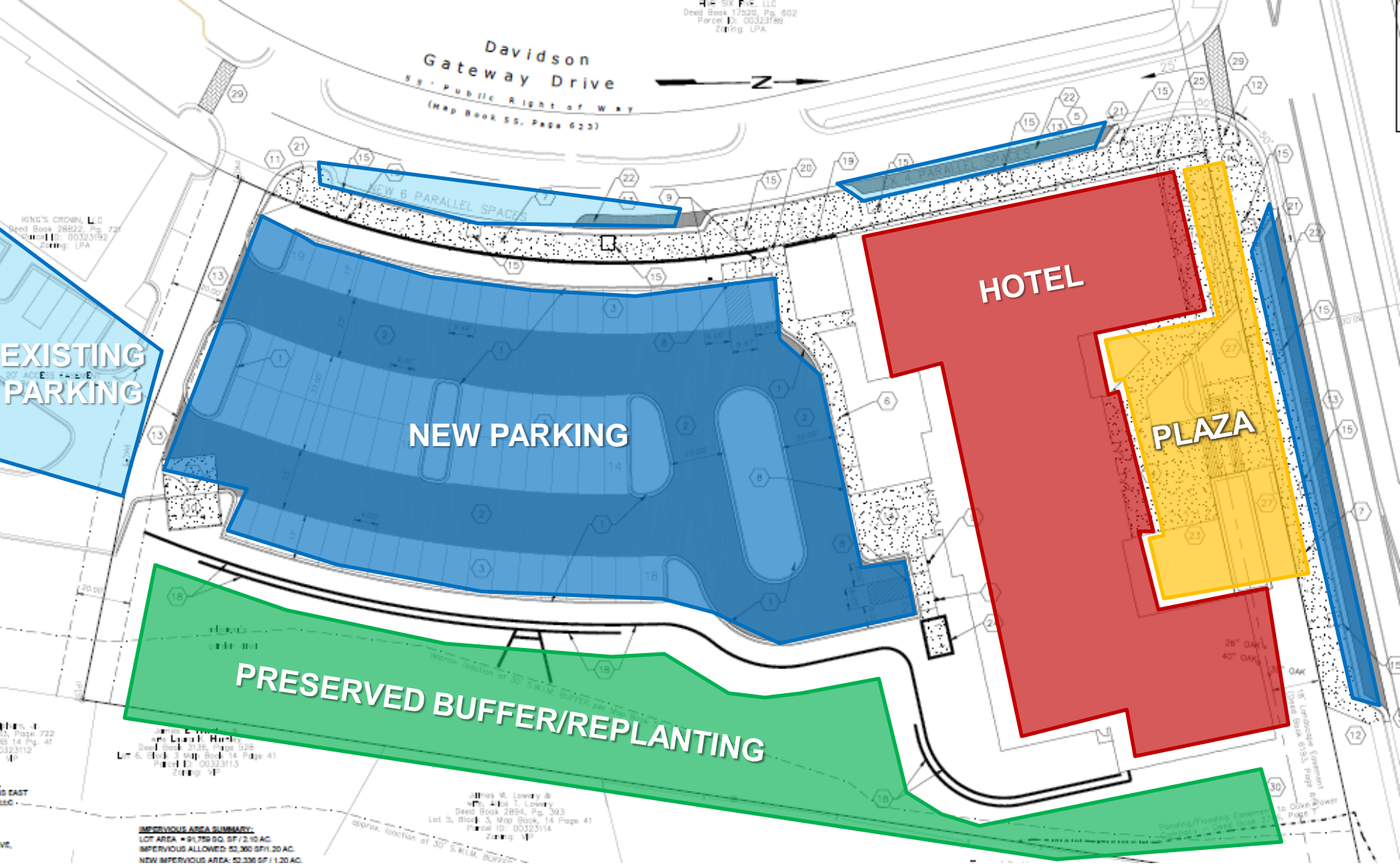
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DCE HOTEL – PROPOSED PLAN



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DCE HOTEL – PLAN DETAILS

SUMMARY

- **Land Use**

- Proposed: Hotel/Inn; Commercial Services; Restaurant; Retail
- Existing in Vicinity: All Requested Uses

- **Building Type, Height, & Setbacks**

- Proposed: Workplace Building, Four Stories (49'), 0' Setbacks
- Existing in Vicinity: Workplace, Storefront Two to Five Stories (36' - 59'), 0' Setbacks

- **Streetscape**

- Proposed: Formalized, 10' - 13'
- Existing in Vicinity: Formalized, 8' - 15' +



DCE HOTEL – PLAN DETAILS

SUMMARY

- **Parking, Access, & Transportation**

- TIA: Minimal/No Change; Less Impact than Two Commercial Buildings
- Required: 149 Parking Spaces [1.3 Spaces/Room]
- Proposed: 101 Parking Spaces [0.88 Space/Room]
 - Includes Surface, On-street Existing + New, Shared/Woodies
 - Homewood Suites: 84% Capacity on Sold-Out Night

- **Open Space/Parks**

- Required: 3,375 SF [Includes Adjacent Park Discount of 25%]
- Proposed: 7,311 SF Plaza

- **Water Quality**

- Required: 52,360 SF
- Proposed: 52,336 SF



DCE HOTEL – PLAN DETAILS

SUMMARY

- **Tree Canopy/Griffith**

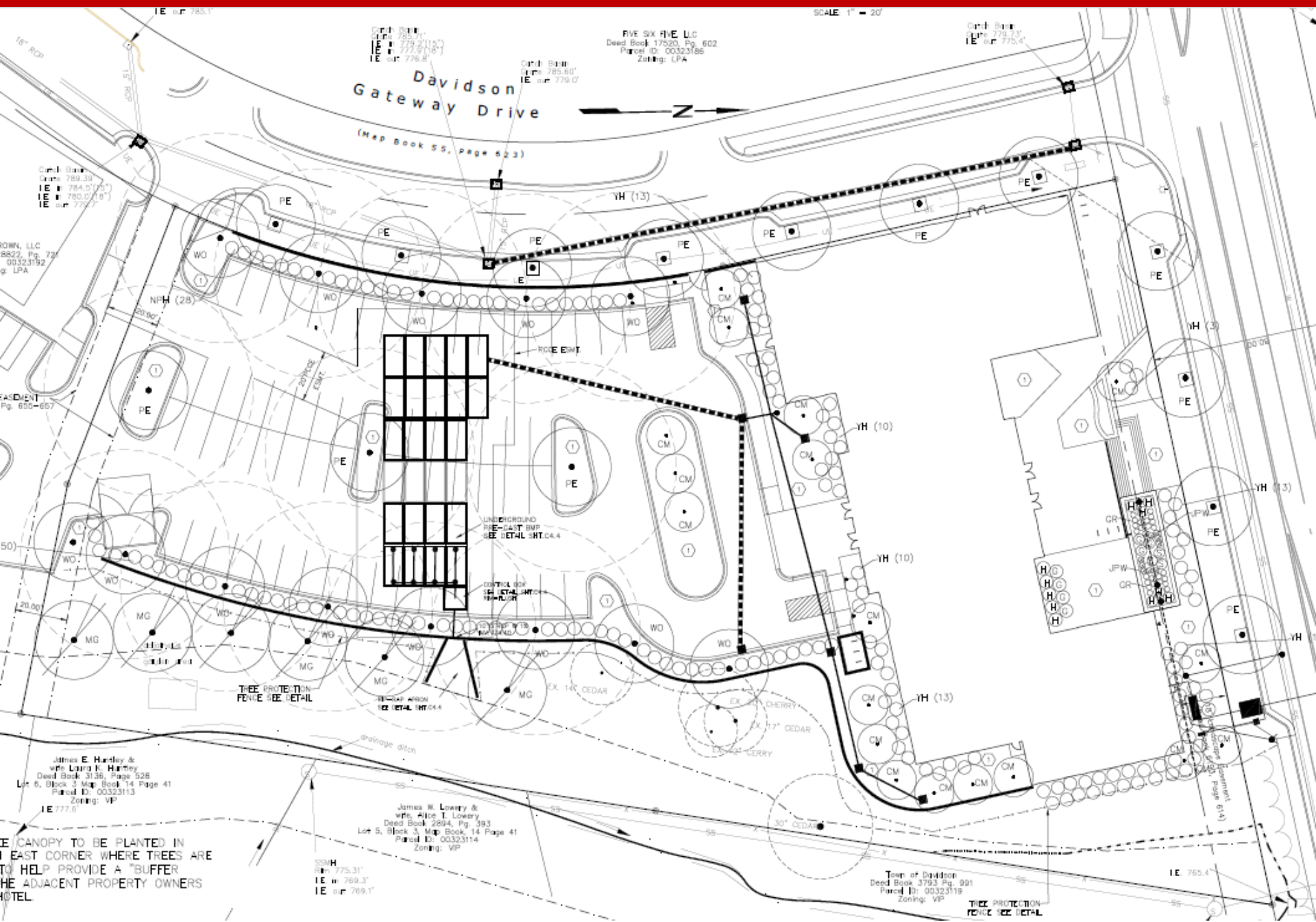
- Existing: Stands of Mature Trees, Frame Street
- Proposed: Replace with Formalized Streetscape, Replant Eastern Buffer
 - Tradeoffs: Plaza/Pedestrian Realm, Retail Viability, Parking Capacity, Consistency with Existing/Adjacent Properties + New Buildings

- **Adjacent Uses/Buffer**

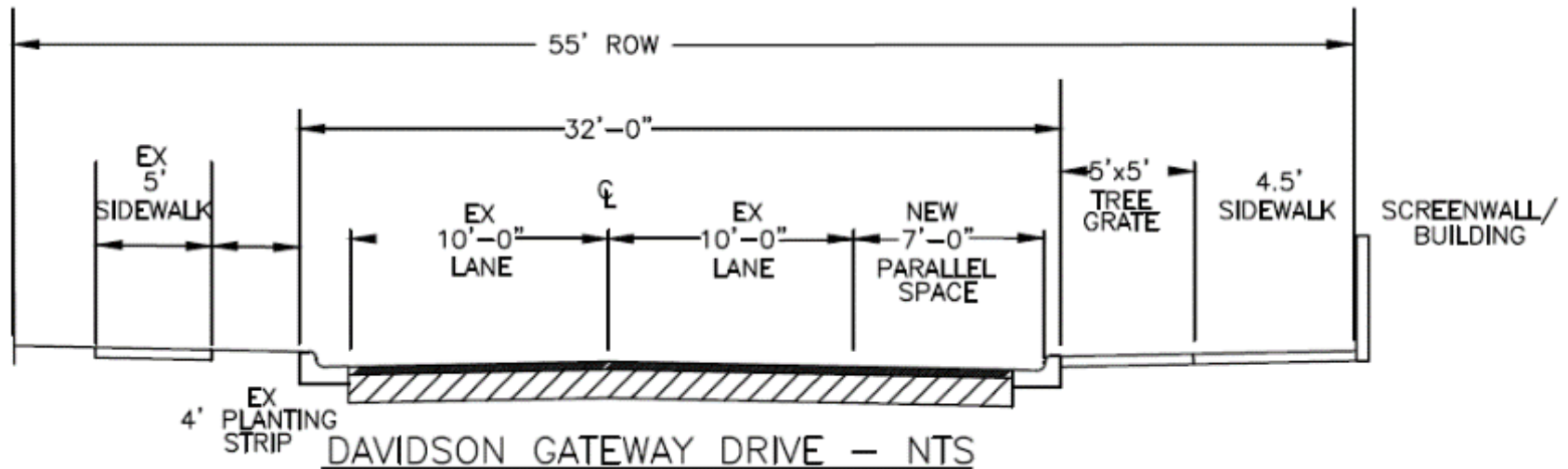
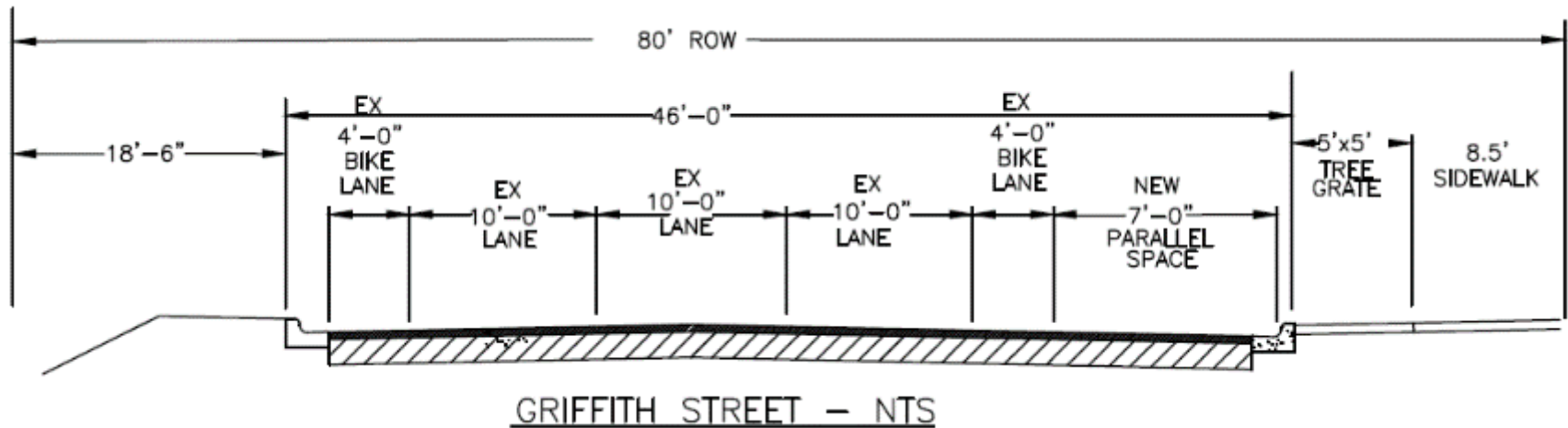
- Existing: Mature Tree Cover/Eastern Border [Woodies Precedent]
- Proposed: Retained/Replanted Eastern Border [1:1 # Mature Removed]
 - 22 + 15 Removed (Griffith + Eastern Boundary): 36 Total



PROPOSED LANDSCAPE PLAN



PROPOSED STREET SECTIONS





Agenda Title: Proclamation - International Walk to School Day
Proclamation - PANDAS-PANS Awareness Day

Summary:

ATTACHMENTS:

Description	Upload Date	Type
☐ International Walk to School Day	9/25/2017	Cover Memo
☐ PANDAS-PANS Awareness Day	9/25/2017	Cover Memo



International Walk to School Day For Town of Davidson

A PROCLAMATION

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

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

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

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

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

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

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

NOW THEREFORE, I, John Woods, Mayor of the Town of Davidson, North Carolina, joining with Davidson area schools, parents, PTOs, businesses and community members, do hereby proclaim October 4, 2017, "International Walk to School Day" in Town of Davidson, NC and encourage everyone to consider the safety and health of children today and every day.

John M. Woods, Mayor



PROCLAMATION

PANDAS/PANS Awareness Day

WHEREAS, Pediatric Autoimmune Neuropsychiatric Disorders Associated with Streptococcal Infections/Pediatric Acute-onset Neuropsychiatric Syndromes (PANDAS/PANS) is a sudden, dramatic change in a child's personality displayed as Obsessive Compulsive Disorder with accompanying symptoms following a strep, bacterial, or viral infection; and

WHEREAS, A conservative estimate of prevalence is 162,000 in the US alone. PANDAS/PANS is likely as common as Pediatric Cancer and Pediatric Diabetes, and can seriously affect the healthy outcome of a child's life; and

WHEREAS, the OCD can display as intense fear or anxiety with accompanying symptoms such as tics, anxiety, phobias, depression, behavioral regression, rage, deterioration in school performance, sensory sensitivities, severely restricted food intake, and more, and

WHEREAS, researchers have begun to substantiate that this syndrome involves a misdirected autoimmune process that affects or weakens the Blood Brain Barrier, where the inflammatory process irritates a region of the brain that manages a variety of functions such as movement, cognitive perception, habit, executive "logic based" thinking, emotions, and the endocrine system; and

WHEREAS, PANDAS/PANS is often misdiagnosed and undertreated. Treatment varies by the needs of the child, but may include antibiotics, steroids, IVIG (intravenous immunoglobulin), Plasmapheresis, Cognitive Behavioral Therapy, and anti-inflammatory medications; and

WHEREAS, It is imperative that there be greater public awareness of this health issue, and more must be done to increase activity at the local, State and national levels, and

NOW, THEREFORE, I, John M. Woods, Mayor of Davidson, do hereby proclaim that Monday, October 9, 2017 will be recognized as "**PANDAS/PANS AWARENESS DAY**" in the Town of Davidson, as a special day to raise awareness about this health issue and available treatment options.

Proclaimed this the 26th day of September, 2017.

John M. Woods, Mayor

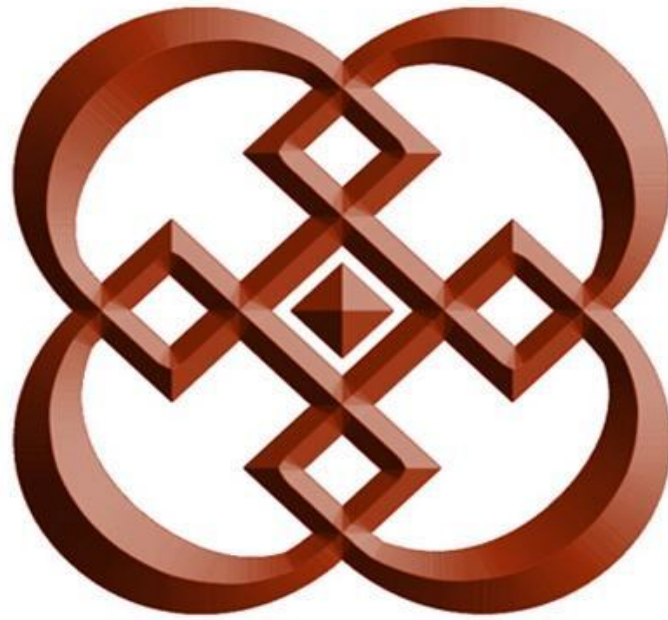


Agenda Title: Consider Approval of Fire Truck Replacement Contract - Fire Chief Bo Fitzgerald

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
▣	Apparatus Purchase Presentation September 2017	9/22/2017	Cover Memo
▣	BA 2018-10 Fire Apparatus	9/25/2017	Cover Memo
▣	Fire Apparatus Contract Sept 2017	9/26/2017	Cover Memo



The Town *of* Davidson

College Town. Lake Town. *Your Town.*

Fire Department Apparatus Purchase



College Town. Lake Town. *Your Town.*

Fire Department, Chief Bo Fitzgerald
September 26, 2017

Proposed Purchase

- Follow through on planned purchase of Engine 1 replacement
 - \$550K total cost of apparatus
 - \$50K anticipated cost of equipment
 - Planned to finance \$600,000 in FY18 budget
- Follow through on planned purchase of new Tanker
 - \$315K total cost of apparatus
 - North Star Fire District Revenue
 - Needed for our ETJ which has extremely limited water supply

Proposed Purchase

- Purchase second new engine
 - Stock model which meets basic needs of Station 2's response district
 - Not a custom-built pumper, but fills need for additional engine company
 - \$355K total cost of apparatus
 - Will utilize funds from insurance payout and salvage value
- All 3 apparatus are being purchased utilizing NJPA pricing

December 2018 Apparatus Alignment

Fire Station 1

- Engine 1 - Pumper Arrives in October 2018
- Reserve Engine 2 (2008 Reserve Pumper)
- Tanker 1 - Arrives July 2018

Fire Station 2

- Engine 2 – Pumper Arrives March 2018
- Ladder 1 (1996)



Financing

- Tanker and Custom Pumper will be financed for 10 years under one loan, opened in October 2018
- Total Principal: \$937.5K
- Annual Debt Service:
 - Tanker: \$37.5K County Fire District Funding
 - Pumper: \$71.5K
 - Total: \$109K
- Debt service on 2008 Pumper ends in FY 2018: \$61K

Questions

Board Considers Approval of Contract To Purchase Three Apparatus and Budget Amendment



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, 2018:

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>
10-10-4340-552	C/O Apparatus		\$ 359,500.00

Budgeted expenditures will be used to purchase a pumper apparatus for the fire department

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>
10-00-3838-000	Insurance Proceeds		\$ 344,500.00
10-00-3835-820	Sale Of Fixed Assets		\$ 15,000.00

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 September, 2017

BID PROPOSAL



SMEAL

610 West 4th Street
Snyder, NE 68664

402.568.2224

www.smeal.com



A SPARTAN MOTORS
BRAND

610 W 4th St. Snyder, NE 68664 | P: 402.568.2224

SMEAL.COM

Date

Dear

We are pleased to offer the attached proposal package. We would like to thank you for the opportunity for allowing us to supply you with this information.

As you may already be aware, Smeal Fire Apparatus Co. has been in business since 1964 developing, designing and manufacturing the highest quality aerials, platforms and pumper apparatus on the market today. We have a proven track record in many communities ranging from the small run volunteers to the high run large municipalities. Our apparatus are built with pride and integrity every day. Effective 1/1/17, Smeal Fire Apparatus Co. was acquired by Spartan Motors USA, Inc. Spartan is an industry leader in Emergency Response, and we expect the combined company to continue to meet and exceed your quality and service expectations.

We can assure that you will be pleased with not only the end product but the process involved from start to finish in the manufacturing of your apparatus.

Please call me at _____ or e-mail me at _____ if I can
be of assistance.

Sincerely, *Rob Smith*



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BRAND

610 W 4TH St. Snyder, NE 68664 | P: 402.568.2224
SMEAL.COM

PROPOSAL



NJPA Vendor Number:

Date

TO:

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of award of bid, the following apparatus and equipment:

For the sum of:

Dollars \$

All of which are to be built in accordance with the Smeal proposed specifications attached, and which are made a part of this proposal agreement, to deliver same _____ calendar days after date of receipt and approval of all submitted documents affiliated with order placement with Smeal Holding LLC, properly executed, subject to all causes beyond our control.

The amount named in this proposal shall remain firm for a period of _____ days from the date of same. State and local taxes, if any, are not included above figure. Any and all additional applicable taxes are to be paid by customer upon registration and licensing of vehicle. It is understood by both the Seller and the Buyer that Change Orders executed after contract acceptance may delay delivery. It is understood by both the buyer and the seller that Change Orders executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s).



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PROPOSAL



This Proposal Document, in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Proposal Document will be the date it is signed and accepted by the Seller.

Performance Bond Required:

____ Performance Bond NOT required.

____ Performance Bond Required - Performance Bond (Surety Bond) will cover a one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.

All checks must be made payable to Smeal Holding LLC only and delivered to Seller at its offices. Under no circumstances shall payment be made to a dealer or anyone else as Seller's agent. Smeal Holding LLC is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

Official ownership documents shall remain property of the seller until the purchase price is paid in full. Upon receipt of payment, ownership documents shall be forwarded to purchaser.

Respectfully submitted,

We agree to accept the above proposal:

X _____

X _____

SMEAL HOLDING LLC

(Printed Name)

Date: _____(mmddyy)

Date: _____(mmddyy)



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SMEAL.COM

SALES CONTRACT

(Standard)

This Sales Contract is made and entered into by and between Smeal Holding LLC (Smeal), a wholly owned subsidiary of Spartan Motors, USA Inc., Seller and Buyer.

PRODUCT DESCRIPTION:

PURCHASE. Buyer does hereby agree to purchase and accept delivery of the apparatus described in the Smeal Holding LLC. Proposal attached hereto, which is made a part hereof by this reference, upon the following terms and conditions:

1. **ACCEPTANCE.** This Sales Contract shall become a contract and a binding obligation only when accepted by the Seller as provided in paragraph 9 hereof.
2. **COMPLETION.** The Smeal supplied apparatus and equipment, excluding dealership supplied equipment, covered by this contract will be completed within approximately calendar days after written acceptance of this Sales Contract by the Seller, or as soon thereafter as is consistent with good workmanship and subject to any and all delays resulting from causes beyond the control of Seller, and contingencies set out in paragraph 11 hereof. It is understood by both the Seller and the Buyer that *Change Orders* executed after contract acceptance will delay delivery.
3. **SPECIFICATIONS.** The attached Smeal Proposal, shall control the construction of the apparatus and be binding upon both Buyer and Seller, notwithstanding any other specifications or proposals whether written or oral heretofore supplied, considered or discussed. If there is any conflict between Buyer's specifications and the attached Proposal, the attached Proposal and specifications will control and prevail.
4. **WARRANTY.** The attached warranty or warranties shall apply to this agreement:

(Copies may be attached.)

5. **PERFORMANCE BOND.** The following bonding provisions are applicable:



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BRAND

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SALES CONTRACT

(Standard)

____ Performance Bond NOT required.

____ Performance Bond Required - Performance Bond (Surety Bond) will cover a one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT ARISE BY OPERATION OF LAW, COURSE OF TRADE, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

6. LIMITATION OF REMEDIES. In no event shall Seller be liable for special, incidental, or consequential damages nor for any damages which exceed the purchase price of the apparatus.

7. PRICE. Buyer agrees to pay for the apparatus described herein the total sum of:

Dollars

Dollars \$.

State and local sales taxes, if any, are not included in the purchase price. It is understood by both the buyer and the seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s).

Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Smeal, completion of any discrepancy list, and shipment of Apparatus and Equipment from Smeal's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications.

8. PAYMENT. The purchase price shall be paid in the following manner:



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SALES CONTRACT

(Standard)

All checks must be made payable to Smeal Holding LLC only and delivered to Seller at its offices. Under no circumstances shall payment be made to a dealer or anyone else as Seller's agent. Smeal Holding LLC is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

9. **SELLER'S REPRESENTATIONS.** All representations made and/or actions taken by a dealer or agent either before or after execution of this Sales Contract are not binding on the Seller. This Sales Contract in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Sales Contract will be the date it is signed and accepted by the Seller.

10. **BUYER'S REPRESENTATIONS.** Buyer is a _____,

and has the power and authority to enter into this Sales Contract and perform its obligations hereunder; this Agreement has been duly authorized, executed and delivered by Buyer and is the valid, enforceable and binding obligation of Buyer; and Buyer represents that there are no warranties, agreements or understandings, written or oral, which in any manner alter, abridge or conflict with the terms of this Sales Contract. Buyer represents that the individuals listed below have authority to sign all documents including but not limited to, all change orders on behalf of Buyer.

11. **DELAY ON PERFORMANCE.** Seller's Performance under this Sales Contract is subject to delays resulting from strike, insurrection, war, accidents, fires, floods, commandeering of plant or other demands of governmental authority, delays in transportation, or materials, delays in receipt of information when clarifications are requested, and all other causes beyond the control of Seller.

12. **TESTING.** In the event Buyer wishes to test the apparatus, such test shall be made within ten (10) days after arrival of the apparatus at its destination. A written report of any and all tests shall be promptly forwarded to Seller. If Buyer fails to test within this time limit and/or fails to forward test results to Seller, the apparatus shall be considered as fully complying with contract specifications as described in paragraph 3.



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SALES CONTRACT

(Standard)

13. **TITLE.** All apparatus shall remain the property of Seller until the purchase price is paid in full. In the event of default in payment, Seller may take full possession of all apparatus sold hereunder and any payments that have been made shall be forfeited and/or considered as rental for the use of the apparatus up to date of taking possession.

14. **MISCELLANEOUS.** The following miscellaneous provisions shall apply to this Sales Contract:

14.1 **Entire Agreement.** This Sales Contract, and the specifications and warranty attached hereto sets forth the entire agreement between the parties and there are no promises, agreements, conditions or understandings, either oral or written between them that are other than as herein set forth. Except as herein otherwise provided, no subject alteration, amendment, change or addition to this Sales Contract shall be binding upon either Seller or Buyer unless reduced to writing and signed by them.

14.2 **Severability.** If any term, covenant or condition of this Sales Contract, or any application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Sales Contract or application of such term, covenant or condition to persons or circumstances other than those as to which it is held as invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Sales Contract shall be valid and enforceable to the fullest extent permitted by law.

14.3 **Binding Effect.** This Sales Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except with the written consent of the other party hereto, no person shall take any action which will allow any right hereunder to be assigned or held by any other person.

14.4 The financial obligations of the Parties under this Agreement are contingent upon the availability and appropriation of sufficient funding by the Town Board of Commissioners. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding. (Town of Davidson)

IN WITNESS WHEREOF, this Sales Contract has been duly executed by the parties hereto on the date set forth opposite their name.



A SPARTAN MOTORS
BRAND

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SALES CONTRACT

(Standard)

To be completed by the Authorized Smeal Distributor

By: x Rob Smith

Date: 09 / 26 / 17

Mailing Address of Customer:



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BRAND

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SMEAL.COM

SALES CONTRACT

(Standard)

To be completed by the Purchasing Entity

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____

Title: _____

Signature: _____ Date: ____/____/____

Attests: _____ Date: ____/____/____



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SALES CONTRACT

(Standard)

To be completed by Smeal Holding LLC

By: _____ Date of Acceptance: ____/____/____

Smeal Holding LLC

Attests: _____ Date: ____/____/____



Agenda Title: Consider Approval of Budget Ordinance Amendment 2018-08 - Finance Director Piet Swart

Summary: BA 2018-08 Amends the Affordable Housing Fund to allow for down payment assistance to 6 future homeowners from payment in lieu funds.

ATTACHMENTS:

Description	Upload Date	Type
BA2018-08	9/20/2017	Cover Memo

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, 2018:

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
52-40-4920-498	Down Payment Assistance		\$ 42,000.00

Payment will be made to assist low or moderate income households purchase housing in the Town with their down payment.

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>
52-40-3110-100	Payment In Lieu		\$ 42,000.00

The Town will assist six (6) home buyers at \$7,000 each from Payment-In-Lieu funds.

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 September, 2017