



**TOWN OF DAVIDSON  
BOARD OF COMMISSIONERS**

**Town Hall Board Room - 7:00PM  
August 7, 2018**

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**I. CALL TO ORDER**

**II. ANNOUNCEMENTS**

**III. CHANGES TO AGENDA**

**IV. PRESENTATION**

- (a) **Mecklenburg County Floodplain Ordinance Update**  
**Don Ceccarelli, PE, CFM, Program Manager, Charlotte-Mecklenburg Stormwater Services**  
**SUMMARY:** The Federal Emergency Management Agency (FEMA) updated Flood Insurance Rate Maps (FIRMs) for Mecklenburg County with an effective date of November 16, 2018. The Town of Davidson must adopt an updated floodplain ordinance to include the new map date by the November 16, 2018 deadline or risk being suspended from the National Flood Insurance Program (NFIP).
- (b) **Charlotte Water South Street Water Line Project Update**  
**Summary:** A staff member from Charlotte Water will give an update on the current South Street Water Line Project.

**V. CONSENT - Consent items are 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 Budget Amendment**  
**Finance Director Pieter Swart**  
**SUMMARY:** BA2019-06 Provides budgetary expense authority for \$17,751 for a tree inventory project, and recognizes \$9,328 of grant revenue. The town was awarded a grant through the North Carolina Forest Service's Urban and Community Forestry Grant Program to assist with Davidson's Tree Inventory and Canopy Management Plan. The grant is \$9,328 and requires a town match of \$8,243 for a total of \$17,571 in expenses. The match funds will be appropriated from Fund Balance.

(b) **Consider Approval of Tax Levy Adjustments**  
**Finance Director Pieter Swart**

**SUMMARY:** The town received refunds to be issued from the Solid Waste Fund totaling \$1,230.12 on 3 parcels (As approved by the Mecklenburg Board of County Commissioners (BOCC)). These refunds will be issued directly by the Town. Details regarding these refund requests are available in the Finance Office.

**VI. OLD BUSINESS - Items for old business have been previously presented and are for discussion and possible action**

(a) **Consider Approval of Resolutions 2018-21- General Obligation Public Facilities Bond Order & 2018-22 Setting a Special Bond Referendum**

**Town Manager Jamie Justice and Finance Director Pieter Swart**

**SUMMARY:** The Board will consider Resolution 2018-21 - The approval of a General Obligation Public Facilities Bond Order which was introduced on July 10, 2018 for \$16,335,000. The Board may decrease the bond order amount before consideration of approval. The Board will also consider Resolution 2018-22 Setting a Special Bond Referendum and direct the Publication of Notice of a Special Bond Referendum and Notification of the Mecklenburg County Board of Elections and the Iredell County Board of Elections.

(b) **The Park at Beaty Street Task Force Status Report I**  
**Task Force Officers Denise Beall and Dave Cable**

**SUMMARY:** At its March 13, 2018 meeting, the Board of Commissioners voted to create a task force to develop the town-owned land on Beaty Street as a park. On April 10, the Board of Commissioners formally adopted a resolution to begin the conceptual plan process for the park at Beaty Street, seeking applicants for a citizen task force, and approving a charge for the task force. The Board of Commissioners appointed members to the task force at its May 8 meeting. The task force has been meeting at least twice a month since May. The Task Force will provide the initial check-in with the Board of Commissioners on the task force's efforts. Specific questions to be addressed include: clarification of the resolution and funding to study potential removal of the dam versus retaining the pond amenity and repair of the dam.

(c) **Comprehensive Plan Consultant Recommendation**  
**Public Information Officer Cristina Shaul, Pat Coleman and Michael Flake, Comp. Plan RFP/Consultant-Selection Committee Representatives**

**SUMMARY:** A comprehensive plan is the leading policy document and tool to help communities create a vision and guiding principles for decision-making for their town. The comprehensive plan's purpose is to directly inform decisions that we make as a community. It does so by helping us to understand our historical context, identify current or anticipated issues, evaluate options for how to best proceed, and establish a set of policies to accomplish our aims. The board of commissioners identified the comprehensive plan as a priority in their 2018-2019 Strategic Plan. Additionally, our last

comprehensive plan was completed in 2010 – most communities update or create a new plan every five years. This is especially true for communities in high-growth areas like the Charlotte metropolitan region. This will be a community-centered process. The comprehensive plan process entails an extended community conversation that intentionally engages all stakeholders – residents/citizens, neighborhoods, businesses, the college, town government, non-profits, and institutions. To assist with public engagement, visioning, and plan composition, an experienced consultant was selected by a commissioner-appointed committee of citizens, staff, and elected officials. The committee received six responses, interviewed four firms via phone, selected three top choices, and interviewed two firms in person.

On August 7, that committee will present its recommendation and seek the approval of the Davidson Board of Commissioners.

(d) **Discussion of DRAFT Water and Sewer Extension Policy and DRAFT Annexation Policy**

**Town Manager Jamie Justice and Town Attorney Cindy Reid**

**SUMMARY:** Staff was asked to bring forth a draft water and sewer extension policy and a draft annexation policy for the town board to consider.

The first draft water and sewer policy for consideration was presented at the June 5, 2018 board meeting. After reviewing the draft policy and receiving public comment a 2<sup>nd</sup> modified draft policy has been created as another option. This 2<sup>nd</sup> modified draft policy (August 7, 2018 version) requires that any water and sewer extension needed for a property in the extraterritorial jurisdiction (ETJ) not included in the rural area plan would come to the board for approval. Properties in the ETJ under the rural area plan would continue to follow the current process with town manager approval.

A draft annexation policy has been created that addresses the policy and procedures for voluntary annexation requests for both contiguous and non-contiguous properties.

This is a discussion item for the Board to consider its options with any potential action at the August 28, 2018 board meeting.

**VII. NEW BUSINESS - Items for new business have NOT been previously presented and are for discussion and possible action**

(a) **Consider Approval of Resolution 2018-20 to exempt Davidson Lands Conservancy Run for Green on September 15 from Section 54-1 of the Municipal Code**

**Town Manager Jamie Justice**

**SUMMARY:** Davidson Land Conservancy (DLC) Run for Green will take place on Saturday, September 15, 2018. The post-race celebration will take place on the Town Green and DLC has requested to offer limited beer to age-appropriate race participants. DLC wishes to be exempt from Section 54-1 of the Davidson Municipal Code.

(b) **Discussion on Reducing Scale of Village Infill Building Types**  
**Planning Director Jason Burdette**

**SUMMARY:** The Board of Commissioners prioritized reducing the scale of building types in the Village Infill Planning Area (VIP), including removing the multi-family building type. This is for

discussion purposes.

**VIII. SUMMARIZE MEETING ACTION ITEMS - Town Manager will summarize items where the board has requested action items for staff**

**IX. ADJOURN**



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**Agenda Title: Mecklenburg County Floodplain Ordinance Update**  
**Don Ceccarelli, PE, CFM, Program Manager, Charlotte-Mecklenburg Stormwater Services**

**SUMMARY:** The Federal Emergency Management Agency (FEMA) updated Flood Insurance Rate Maps (FIRMs) for Mecklenburg County with an effective date of November 16, 2018. The Town of Davidson must adopt an updated floodplain ordinance to include the new map date by the November 16, 2018 deadline or risk being suspended from the National Flood Insurance Program (NFIP).

**Summary:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
❑ Floodplain Update Memo	8/1/2018	Cover Memo
❑ Presentation- Floodplain	8/7/2018	Presentation



## Davidson Planning Ordinance Section 18: Floodplain Ordinance Update

To: Davidson Board of Commissioners  
From: Planning Director Jason Burdette, AICP  
Date: August 7, 2018  
Re: Proposed Updates to Davidson's Floodplain Ordinance

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### 1. OVERVIEW

The Federal Emergency Management Agency (FEMA) updated Flood Insurance Rate Maps (FIRMs) for Mecklenburg County with an effective date of November 16, 2018. The Town of Davidson must adopt an updated floodplain ordinance to include the new map date by the November 16, 2018 deadline or risk being suspended from the National Flood Insurance Program (NFIP).

Additionally, the North Carolina Department of Public Safety (NCDPS) made changes to their Model Floodplain Ordinance in 2017, which included both mandatory and suggested changes. Charlotte-Mecklenburg Stormwater Services (CMSS) staff formed a stakeholder group to review this updated model ordinance and provided a draft Floodplain Ordinance for the Town of Davidson on July 24, 2018. This updated ordinance has been endorsed by the Storm Water Advisory Committee (SWAC) and stakeholder group. The NCDPS also reviewed the updated floodplain ordinance and deemed it compliant with NFIP requirements.

### 2. RELATED TOWN GOALS

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

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

### 3. OPTIONS/PROS & CONS

Pros: The floodplain ordinance helps to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas. Additionally, adoption of the updated ordinance by the November 16 deadline will allow for Davidson's continued participation in the National Flood Insurance Program.

Cons: N/A

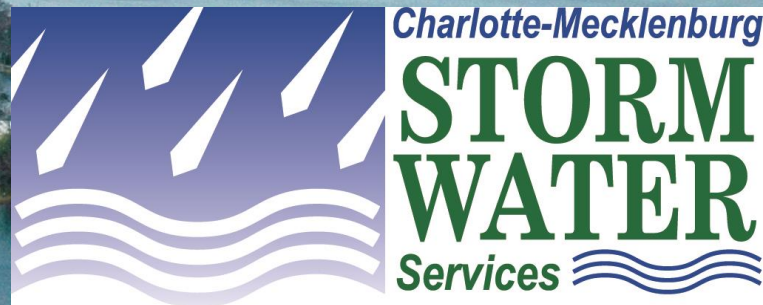
### 4. FYI or RECOMMENDED ACTION

This is an FYI. However, the draft ordinance appears to be consistent with (a) the Davidson Comprehensive Plan, as adopted by the Board of Commissioners and amended from time to time; and, (b) all other officially adopted plans and the Planning Ordinance.

## 5. NEXT STEPS

The proposed text amendments will follow Section 14.19 of the Davidson Planning Ordinance for changes and amendments to the planning ordinance. The proposed text amendments will be presented to the Planning Board for an FYI on August 27, 2018 (tentative) and will come back before the Board of Commissioners for a public hearing on August 28, 2018 (tentative).

# **2018 Proposed Town of Davidson Floodplain Ordinance Revisions**



**Presented to:**  
**Davidson Board of Commissioners**  
**August 7, 2018**

# Overview

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- **New Floodplain Maps become effective November 16, 2018**
- **Davidson (as well as Charlotte, Cornelius, Huntersville, & Mint Hill) must adopt revised ordinances or risk NFIP suspension.**
- **NC revised the “Model Floodplain Ordinance” including some required changes and many suggested changes**
- **County informed the Storm Water Advisory Committee (SWAC) of impending updates**

# Overview

- County staff (at the recommendation of SWAC) formed a stakeholders group to review the proposed changes to the Floodplain Ordinance (using the City of Charlotte ordinance as an example).
- June 29, 2018 - The Stakeholders unanimously endorsed the proposed changes to the ordinance
- July 16, 2018 - County Attorney made minor changes
- July 19, 2018 - SWAC endorsed the proposed ordinance
- July 26, 2018 – State floodplain agency (North Carolina Department of Public Safety, NCDPS) reviewed Davidson's updated floodplain ordinance and deemed it compliant with NFIP requirements.

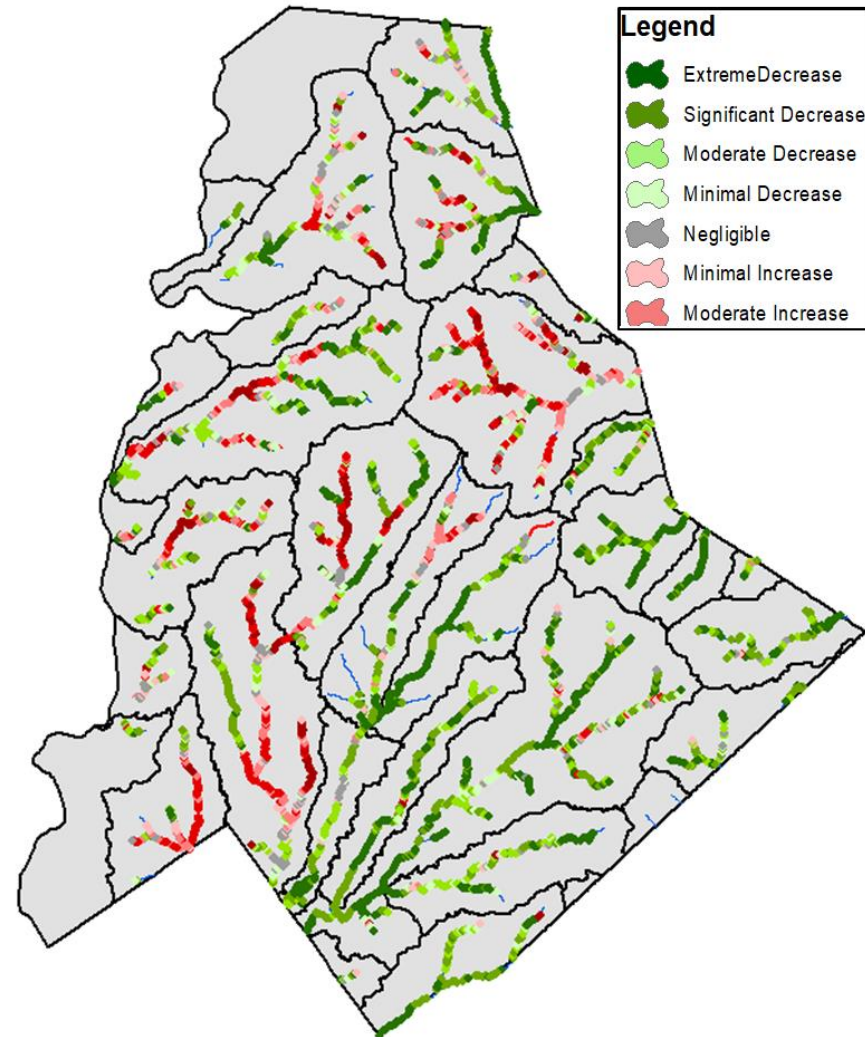
# Impacts of NFIP Suspension

- No new NFIP flood insurance policies or renewals
- No Federal grants or loans for development in SFHAs under Federal programs
- No State or Federal disaster assistance to communities or to repair insurable buildings located in SFHAs
- No Federal mortgage insurance or loan guarantees in Floodplain
- Federally insured or regulated lenders must notify applicant seeking loans in Floodplain that:
  - There is a flood hazard
  - The property is not eligible for Federal disaster relief
  - Liability of flood losses within the FEMA published Floodplain falls to the respective community.

# New Floodplain Map Effects

STATUS OF FLOOD PRONE BUILDINGS (BY COMMUNITY): BEFORE AND AFTER PHASE 3 STUDY

Status	Charlotte	Davidson	Huntersville	Mecklenburg	Total
Total FPB Pre-Phase 3	215	23	37	25	300
Total FPB Post-Phase 3	156	13			
Change in Total FPB	-59	-10			
FEMA FPB Pre-Phase 3	137	10			
FEMA FPB Post-Phase 3	108	11			
Change in FEMA FPB	-29	1			
Community FPB Pre-Phase 3	78	13			
Community FPB Post-Phase 3	48	2			
Change in Community FPB	-30	-11			
Zone X to FEMA Floodplain	17	1			
FEMA Floodplain to Zone X	62	6			
Change to FEMA floodplain status	-45	-5			
Community to FEMA	30	6			
FEMA to Community	14	0			
Change to FEMA floodplain status	16	6			
Zone X to Community	20	0			
Community to Zone X	34	5			
Change to Community floodplain status	-14	-5			
FPB with EC FFE below FPE	36	0			
FPB with No FFE on EC	1	0			
FPB with No EC	75	5			



**Key:**

FPB – Flood Prone Buildings (includes accessory buildings)

FEMA – Regulatory flood zone indicating insurance requirement

Community – Future Conditions flood zone indicating local regulatory requirements

Zone X – Areas outside extents of FEMA and Community floodplains

EC – Elevation Certificate, a form that includes surveyed building elevations

FFE – Finished Floor Elevation, a component of the Elevation Certificate that indicates a building's lowest livable floor

FPE – Flood Protection Elevation, a local floodplain development requirement, equal to the Community flood elevation + 1' surcharge

# Questions

Following Slides  
Provided if Details  
Are Requested

# Ordinance Update Categories

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- Minor Updates
- NCDPS Required Updates
- Other Staff Updates
- Optional Considerations

# Minor Ordinance Updates

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- Revising definitions for clarity
- Adding definitions for clarity
- Correcting references & typos

# NCDPS-Required Changes

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1. Date of FIS – November 16, 2018
2. Recreational Vehicle definition modified
3. Added standards for storage tanks
4. Substantial damage / improvement timeframe for 50% improvement

## NCDPS-Required Changes

4. Substantial damage / improvement timeframe for 50% improvement
- No timeframe specified in ordinance now
  - State minimum is 1 year
  - Staff proposes a 10-year timeframe
    - Aligns with 10-yr timeframe for 25% improvement in ordinance now
    - Aligns with current practice of defining a project
    - Reduces potential flood losses rather than extending potential flood losses
    - Allows for 80 additional CRS points

## Substantial Damage / Improvement

- Purpose: To prevent significant investment (50% of Market Value or two 25%) in a flood prone building without first bringing the structure into compliance with the Floodplain Ordinance.
- Provision only applies to modification of existing buildings (structures) that flood during a 100-yr event (non-compliant structures), which includes five (5) residential buildings and two (2) commercial buildings in Davidson.

# Substantial Damage / Improvement

Jurisdiction/ ETJ	Non-Compliant Structures		
	# Residential	# Commercial	Total
City of Charlotte	736	349	1085
City of Charlotte - ETJ	81	8	89
Town of Cornelius	38	3	41
Town of Davidson	5	1	6
Town of Davidson - ETJ		1	1
Town of Huntersville	20	3	23
Town of Huntersville - ETJ	12		12
Town of Matthews	10		10
Town of Mint Hill	13	2	15
Town of Mint Hill - ETJ	1		1
Town of Pineville	19	38	57
Town of Pineville - ETJ	2		2
<b>Total</b>	<b>937</b>	<b>405</b>	<b>1342</b>

# Substantial Damage / Improvement

Example: 10-Yr cumulative

Bldg Value: \$400,000

Flood depth: 5.8 ft

2011 Damage: \$125,000  
(exceeds 1, 25%=\$100,000)

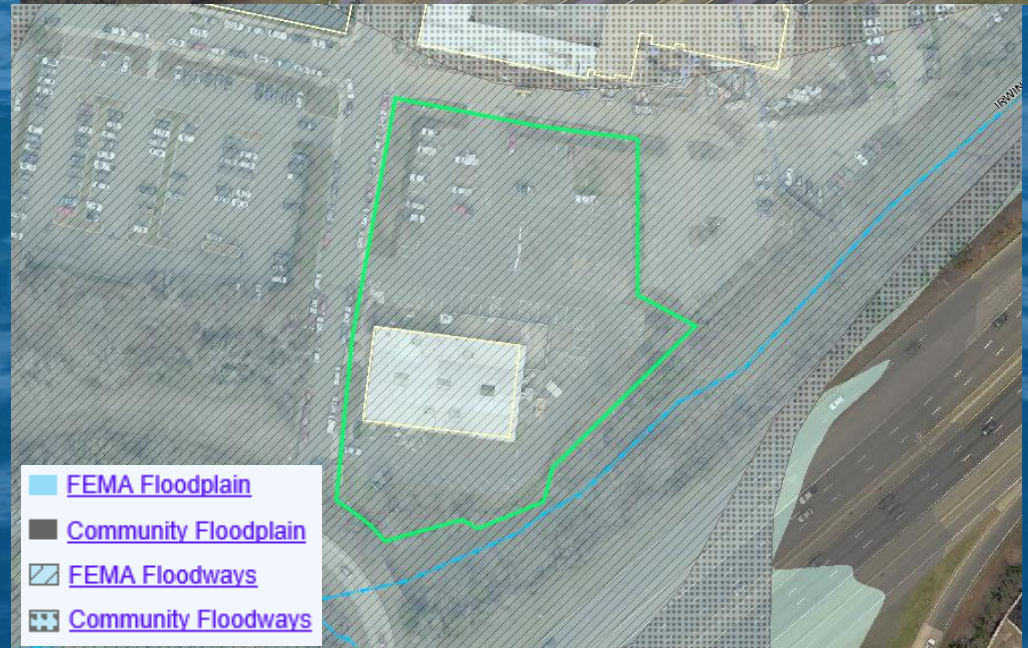
2016 Renov.: \$21,000

2017 Renov.: \$23,000

2018 Renov.: \$55,000

(Cumul. Invest.=\$224,000  
exceeds 50% =\$200,000)

Owner Required to Flood  
Proof building before 2018  
Renovation



# Substantial Damage / Improvement

## Example: 1-Yr cumulative

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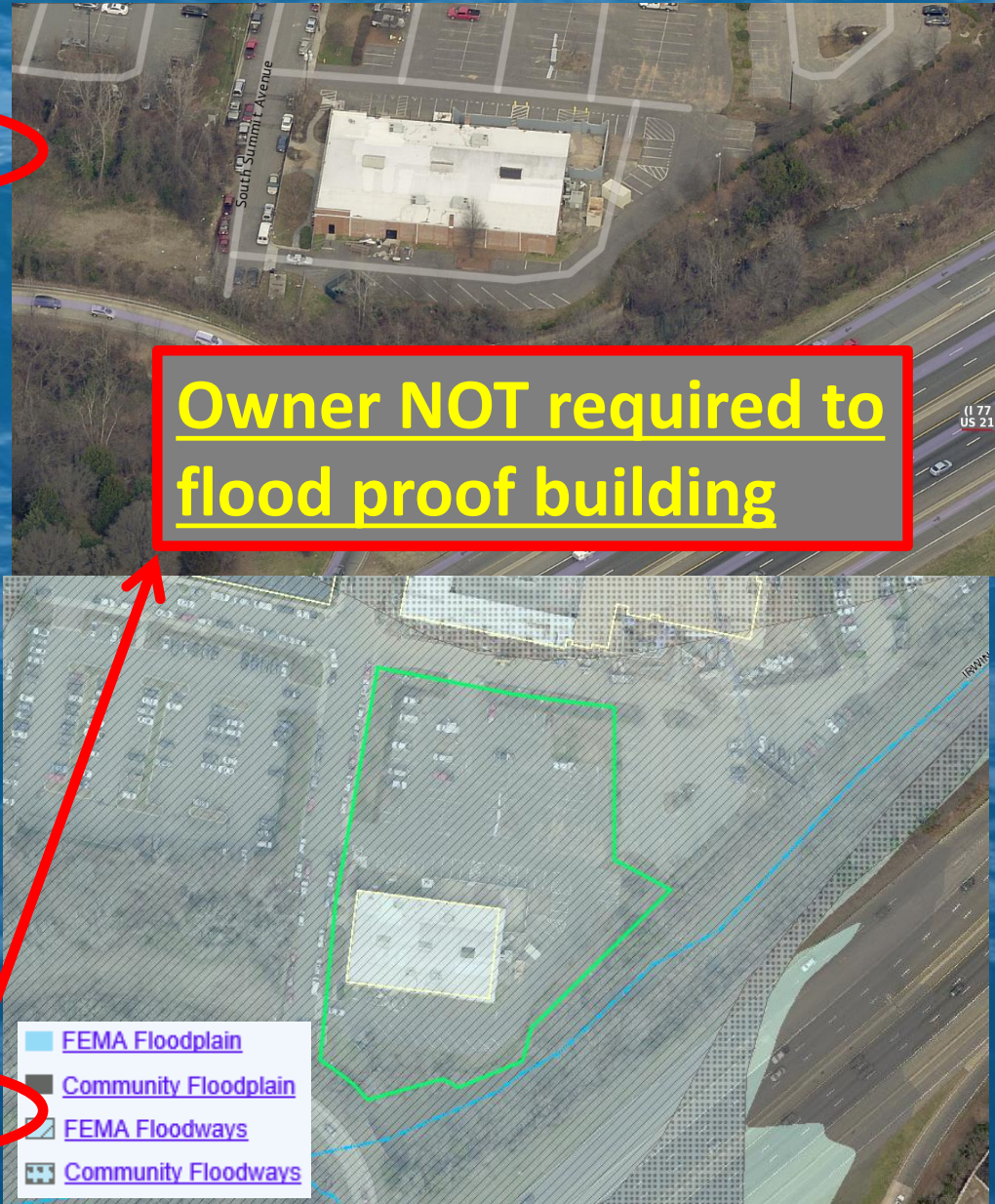
2018 Renov.: \$55,000  
(Cumul. Invest.: \$224,000)

2019 Renov.: \$99,999

2020 Renov.: \$99,999

2021 Renov.: \$99,999

(Cumul. Invest: \$523,997)



## 1. Added a no-rise certification option for General Floodplain Development Permit.

1. **General Floodplain Development Permit** – The intent of the General Floodplain Development Permit (GFDP) is to allow uses or activities in the Community Special Flood Hazard Area (including the FEMA Floodway and Community Encroachment Area) which inherently will not increase FEMA and/or Community Base Flood Elevations. The following uses and activities are permitted under a GFDP, without the need for an Individual Floodplain Development Permit, ~~flood study Floodway Engineering Analysis~~ or variance, as long as they result in no Technically Measurable increases in FEMA and/or Community Base Flood Elevations. A no-rise certification may be required by the Floodplain Administrator to demonstrate no technically-measurable increases.

- Allows Floodplain Administrator flexibility to offer a No-Rise Certification statement rather than requiring a full Floodway Engineering Analysis for demonstration of “no Technically-Measurable increases”
- Addresses a NCDPS concern for certain GFDP activities

## Other Staff Updates

## 2. Added a requirement (and standard) for demonstration of compliance with the Federal Endangered Species Act (ESA).

5. If placing fill within the Special Flood Hazard Area, a demonstration of compliance with Section 9 and 10 of the Federal Endangered Species Act (ESA) is required. The demonstration of compliance must be provided to the Floodplain Administrator.

- FEMA (under 44 CFR 60.3(a)(2)) requires the community to document compliance with the ESA and ensure Incidental Take permits are obtained, if needed, prior to issuing a floodplain permit.
- May 24, 2018 – FEMA issued a ROD to clarify this requirement

## 2. Demonstration of ESA Compliance (cont.)

- Demonstration can take the form of:
  - Proof of a 404 Army Corps Permit
  - An ESA evaluation by a qualified professional indicating "No Potential for a Take"
  - Determination Letter from Fish & Wildlife Services

## 2. Demonstration of ESA Compliance (cont.)

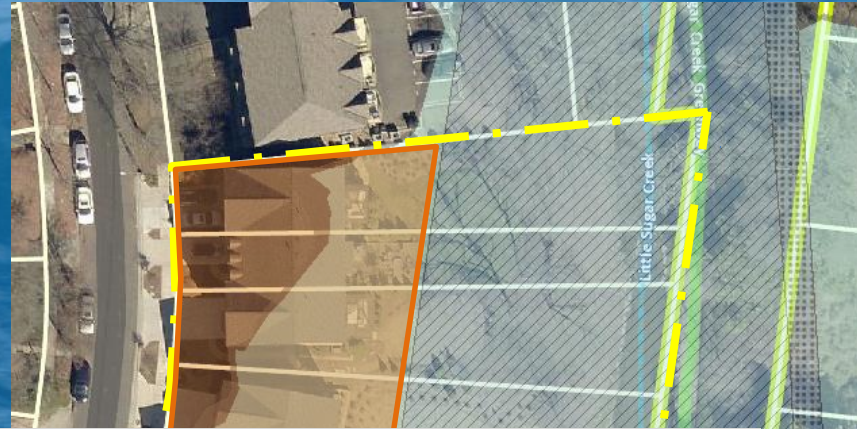
- a) Developer applies for FDP to fill the floodfringe
- b) Agency issues the FDP to fill the floodfringe above the flood elevation with no Map Change required
- c) Builder purchases lot, builds home, sells to homeowner
- d) Homeowner required to pay Flood Insurance for Zone AE (@\$870-\$1200/yr)



## Other Staff Updates

### 2. Demonstration of ESA Compliance (cont.)

- e) Homeowner requests a Map Change due to fill (LOMR-F)
- f) Homeowner submits a form for Floodplain Administrator signature certification



**“For LOMR-F requests, I acknowledge that compliance with Sections 9 and 10 of the ESA has been achieved independently of FEMA’s process”**

- g) If approved by FEMA, homeowner now has the option for flood insurance at a Zone X rate @\$450/yr.



## Other Staff Updates

3. Added a flood resistant materials requirement to all construction materials below the Flood Protection Elevation (FPE).

8. A statement that all construction materials below the FPE shall be constructed entirely of flood-resistant materials at least the FPE.

- Currently the ordinance requires this for Elevated Buildings only.
- This update is part of the Model Ordinance Template.

## Other Staff Updates

4. Added a requirement preventing enclosed areas of a elevated buildings from being temperature-controlled.

7. The enclosed area shall not be temperature controlled.

- This helps ensure crawl spaces that are subject to flooding are not converted to living space.
- This update is part of the Model Ordinance Template.

## 5. Define a Floodway Engineering Analysis

- Current ordinance language uses several terms for the same analysis such as:
  - Flood study
  - No-rise / no impact study
  - Hydraulic models
  - Hydrologic and hydraulic analysis
- This definition is part of the Model Ordinance Template.

# Optional Considerations

## 1. Regulate to Preliminary Map Elevations

- Currently Davidson regulates “Effective” Flood Maps.
- When maps are revised, they go through draft phase, preliminary phase, then effective phase. Once maps get to the “preliminary” phase, the elevations are pretty well set and typically do not change during the 9 to 12 month period before becoming “effective”.
- Regulating to the higher of the “preliminary” and “effective” elevations protects new buildings from being considered noncompliant within 12 months.
- Charlotte, Matthews, Mint Hill, Matthews, and Pineville have this additional requirement in their ordinance and the other Towns are considering adding this as part of the ordinance update.

# Optional Considerations

## 2. Adding Temporary Encroachment language

- Allows County to use judgement in granting some flexibility to the development community. For example, erosion control sediment basins (temporary structures) must be located at the lowest area of a construction site and thus sometimes can be in the floodway. Since basin construction typically requires adding fill for construction of the berm, the current ordinance requires a full Floodway Engineering Analysis. Rather than require an engineer to perform a full Floodway Engineering Analysis, this new provision would allow the County to offer some flexibility to not require a full Floodway Engineering Analysis if the basin will likely not have impacts (such as if the basin berm is small)

# Optional Considerations

## 3. Adding a Community BFE Exemption

- This provision is less flood-protective than current standard
- This provision allows some flexibility to a homeowner who:
  - Has a home with the lowest finished floor elevation in compliance with the FEMA minimum standard plus 1 foot, but not in compliance with the Community minimum standard (we call this a “noncompliant building”);
  - Wants to make significant improvements their home; and
  - Signs and records acknowledgment that they are at a greater flood risk.
- Since the floodplain maps change every 5-8 years, sometimes existing buildings “become” noncompliant buildings because of a map change alone, and the owners are limited to the improvements they can make before having to raise lowest finished floor. The new provision would be less protective, but would allow homeowners some re-building flexibility while maintaining FEMA’s minimum standards.



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**Agenda Title:** **Charlotte Water South Street Water Line Project Update**  
**Summary:** A staff member from Charlotte Water will give an update on the current South Street Water Line Project.

**Summary:**

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**ATTACHMENTS:**

Description	Upload Date	Type
No Attachments Available		



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**Agenda Title: Consider Approval of Budget Amendment  
Finance Director Pieter Swart**

**SUMMARY:** BA2019-06 Provides budgetary expense authority for \$17,751 for a tree inventory project, and recognizes \$9,328 of grant revenue. The town was awarded a grant through the North Carolina Forest Service's Urban and Community Forestry Grant Program to assist with Davidson's Tree Inventory and Canopy Management Plan. The grant is \$9,328 and requires a town match of \$8,243 for a total of \$17,571 in expenses. The match funds will be appropriated from Fund Balance.

**Summary:**

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**ATTACHMENTS:**

Description	Upload Date	Type
BA2019-06	8/2/2018	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, 2019:

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-80-6140-440	Contract Services		\$ 17,571.00

Budgeted expenditures will fund a tree inventory and canopy management project in conjunction with the NC Forestry Service.

**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>
10-10-3431-315	Grants		\$ 9,328.00
10-00-3990-980	Fund Balance Appropriated		\$ 8,243.00

Recognizes grant funding and allocates fund balance as match funds for the grant.

**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 7th day of August, 2018



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**Agenda Title: Consider Approval of Tax Levy Adjustments  
Finance Director Pieter Swart**

**SUMMARY:** The town received refunds to be issued from the Solid Waste Fund totaling \$1,230.12 on 3 parcels (As approved by the Mecklenburg Board of County Commissioners (BOCC)). These refunds will be issued directly by the Town. Details regarding these refund requests are available in the Finance Office.

**Summary:**

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No Attachments Available		



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**Town Manager Jamie Justice and Finance Director Pieter Swart**

**SUMMARY:** The Board will consider Resolution 2018-21 - The approval of a General Obligation Public Facilities Bond Order which was introduced on July 10, 2018 for \$16,335,000. The Board may decrease the bond order amount before consideration of approval.

The Board will also consider Resolution 2018-22 Setting a Special Bond Referendum and direct the Publication of Notice of a Special Bond Referendum and Notification of the Mecklenburg County Board of Elections and the Iredell County Board of Elections.

**Summary:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
❑ GO Bond Presentation Template	8/2/2018	Cover Memo
❑ GO Bond Presentation	8/1/2018	Cover Memo
❑ R2018-21a	8/2/2018	Cover Memo
❑ R2018-21b	8/2/2018	Cover Memo
❑ R2018-22a	8/2/2018	Cover Memo
❑ R2018-22b	8/2/2018	Cover Memo



## 2018 General Obligation Bond Referendum

Date: August 7, 2018  
To: Davidson Board of Commissioners  
From: Jamie Justice, Town Manager & Piet Swart, Finance Director  
Re: GO Bond Referendum

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### 1. OVERVIEW

The Town has been considering a Public Facilities project for several years. The link below provides the chronology and related documents:

[Town of Davidson Public Facilities Project Information](#)

The current proposal will:

- Phase 1: Renovate 33,500 square foot historical building (Former IB school) into the new town hall.
  - Administration, Planning, Finance, Board
  - Board room and community meeting spaces for citizens
  - Parks & Recreation offices relocate to Town Hall with additional programming space for citizens
  - 5-acre site
- Phase 2: Renovate and expand existing town hall for Police and Fire Departments
  - PD square footage increased from 3K to 11K
  - FD square footage increased from 6K to 11.5K

The Board will consider using GO Bonds for the public facilities project. If approved the GO Bond Referendum will be on the November 6th, 2018 general election ballot for consideration by the voters of Davidson.

### 2. OPTIONS/PROS & CONS

The Board has the following options:

1. Approve Resolution 2018-21(a) - approval of the bond order at \$16.335 million and resolution 2018-22(a) setting the date of the bond referendum as November 6, 2018.
2. The Board may reduce the amount of the bond order and approve Resolution 2018 -21(b) and 2018-22(b), which will be amended to include the Board's desired bond order amount and set the date of the bond referendum as November 6, 2018.
3. The Board can formally vote down the bond order resolutions. Not taking a vote will have the same outcome as voting down the bond order as the order will essentially go stale for 2018.

### 3. NEXT STEPS

If the Board approves Resolution 2018-21 (a or b) and Resolution 2018-22 (a or b) the referendum will be placed on the November 6<sup>th</sup> ballot.

Without approval of the Bond Order, the time “window” for a 2018 GO bond referendum has closed, and the Board will have to restart the process to hold a special bond referendum in the future.

**A complete GO Bond Schedule and a GO Bond Process Sheet follows as prepared by our bond attorneys:**

**TOWN OF DAVIDSON  
SCHEDULE FOR GENERAL OBLIGATION BOND REFERENDUM  
NOVEMBER 2018**

- 6/12/18 Board adopts (1) Resolution directing publication of notice of intent to apply to the Local Government Commission (the “LGC”); (2) Resolution authorizing the Finance Officer to apply to the LGC; and (3) Resolution making certain findings of fact
- 6/15/18 Publish Notice of Intent in *Newspaper of General Circulation* [have to wait 10 days after publication of Notice of Intent before applying to the LGC]
- 6/25/18 File Application with LGC and prepare Sworn Statement of Debt [receive letter from LGC confirming receipt of Application which must occur before the Bond Order is introduced]
- 7/10/18 File Statement of Estimated Interest
- 7/10/18 Board (1) Introduces the Bond Order at the Board Meeting; (2) adopts the Resolution setting a public hearing on the Bond Order on 7/24/18
- 7/16/18 File Notice with Joint Legislative Commission
- 7/16/18 Publish Notice of Public Hearing on the Bond Order in *Newspaper of General Circulation* [at least 6 days before public hearing]
- 7/16/18 File Sworn Statement of Debt with the City Clerk [before public hearing]
- 7/24/18 Board holds public hearing on adoption of the Bond Order;
- 8/7/2018 Bond (1) adopts the Bond Order (2) adopts the Resolution setting a Special Bond Referendum
- 8/8/18 City Clerk delivers certified copy of the Resolution setting a Special Bond Referendum to the County Board of Elections (Mecklenburg and Iredell)
- 8/10/18 Town publishes Bond Order as adopted in *Newspaper of General Circulation*
- by 9/28/18 Publish first Notice of Special Bond Referendum in *Newspaper of General Circulation* [Not less than fourteen days before last day to register to vote for Bond Referendum]
- by 10/5/18 Publish second Notice of Special Bond Referendum in *Newspaper of General Circulation* [Not less than seven days before last day to register to vote for Bond Referendum]
- 11/06/18 Referendum
- After  
11/06/18 Adoption of Certificate of Canvass by the County Board of Elections (Mecklenburg and Iredell)
- Board adopts Resolution Certifying and Declaring Results of Special Bond Referendum
- Publish Statement of Result in *Newspaper of General Circulation*

**Prepared by:  
Scott Leo, Esq.  
Partner  
Parker Poe Adams & Bernstein LLP**

## **GENERAL OBLIGATION BOND REFERENDUM INSTRUCTIONS (NORTH CAROLINA)**

### **Before 1<sup>st</sup> action by Governing Board**

If School Bonds, need resolution from School Board requesting referendum be held. (Counties only)

Bond Counsel needs to know how much the bond referendum will be for and for what purposes. Each purpose, per categories listed in NCGS 159-48, will need to be a separate ballot question (unless the purposes are “not unrelated” in which case they can be combined). Bond Counsel will draft all of the required actions based on this information.

Contact LGC and Board of Elections to let them know intention to go through referendum process. Let Bond Counsel know if jurisdiction is in two counties.

### **1<sup>st</sup> actions by Governing Board**

The following 3 items need to be adopted:

- 1) Resolution Directing the Publication of Notice of Intention to Apply to the Local Government Commission for Approval of Bonds
- 2) Resolution Authorizing the Finance Officer to Apply to the Local Government Commission for Approval of the Proposed General Obligation Bonds and to Submit Such Application to the Local Government Commission
- 3) Resolution Making Certain Statements of Fact Concerning Proposed Bond Issue

*Explanation of board actions:* These 3 items collectively are intended to direct staff to take the actions necessary to get the process started to put the bond question(s) on the ballot. The first item that the NC Statutes require is the publication of the notice of intention to apply to the LGC for approval of the bonds to be put on the ballot. These actions direct staff to do that and also directs the finance officer to make application to the LGC. The final item is intended to have the Board make the same findings that the LGC has to make in order to approve the bonds and, per LGC policy is being done to support the application that is being made to the LGC.

### **Between 1<sup>st</sup> actions and 2<sup>nd</sup> actions by Governing Board**

Notice of Intent to Apply to the LGC needs to be published in newspaper

Prepare LGC application; Submit LGC application 10 days after the Notice of Intent to Apply is published in newspaper – the application needs to be submitted and accepted by the LGC before the next set of actions can be taken by the governing board

Prepare Statement of Estimated Interest Amount; Statement of Estimated Interest Amount should be put on file with the Clerk on the day of the 2<sup>nd</sup> actions to be taken by the Governing Board and also sent to the LGC as part of the application

## **2nd actions by Governing Board**

The following 2 actions need to be taken by the Governing Board:

- 1) Introduction of the Bond Order(s) – note that the bond order(s) are only introduced and should be done so by a board member and reflected in the minutes that way. Usually they get read by title by the board member introducing them, but however that makes sense for your way of doing things.
- 2) Adopt the Resolution calling the public hearing

*Explanation of board actions:* The first action is to simply introduce the bond order or bond orders that will be submitted to a vote. The contents of the bond order are as required by the NC General Statutes. It sets forth what the governing board will hold a public hearing on and, presumably, approve at the next meeting after the public hearing is held. The second action is to call the public hearing and direct that the notice of the public hearing be advertised in the newspaper.

## **Between 2nd actions and 3rd actions by Governing Board**

You would have filled out the Sworn Statement of Debt as part of the LGC application – that needs to get filed with the Clerk and certified that it was filed by the Clerk.

Publish the Notice(s) of Public Hearing at least 6 days before the date for the public hearing; there is a public hearing notice for each bond order; there is information from the Sworn Statement of Debt and the Statement of Estimated Interest that needs to be filled in to the bottom paragraph of the notice

Send in the Notice to the Joint Legislative Commission. Bond Counsel prepares that for you. Needs to be signed and sent to the 3 addressees. Keep a copy for you and scan one to us. This needs to be done 45 days before the LGC will approve the application for the bonds.

## **3rd actions by Governing Board**

The following actions need to be taken by the Governing Board:

- 1) Hold public hearing(s), one for each bond order
- 2) Adopt both order(s);
- 3) Adopt the resolution setting the bond referendum.

*Explanation of board actions:* Holding a public hearing on each bond order is required by NC Statutes. After the public hearings are held, the governing board will be asked to adopt each bond order, without change, as introduced at the prior meeting. The governing board can reduce the amount of bonds or insubstantially change the purpose, but other than that any change will require restarting the process. After the bond order(s) are adopted, they adopt the resolution which directs the Board of Elections to put the bond order(s) on the ballot. The bond questions that are being requested are not in exactly the same form as the bond order(s), but instead are in the form that is set forth in the NC Statutes which incorporates the amount and the purpose of the bonds as set forth in the bond order(s).

Bond Counsel will provide you with an Extract of Minutes which basically lays out the script for holding the public hearing(s) and adopting the bond order(s). The Clerk completing these minutes and certifying them becomes our documentation that those actions were taken. We are not wed to the format of this, so if the Clerk has something else in mind, that is fine but we just need evidence that those actions were taken. .

### **After the 3rd actions by Governing Board**

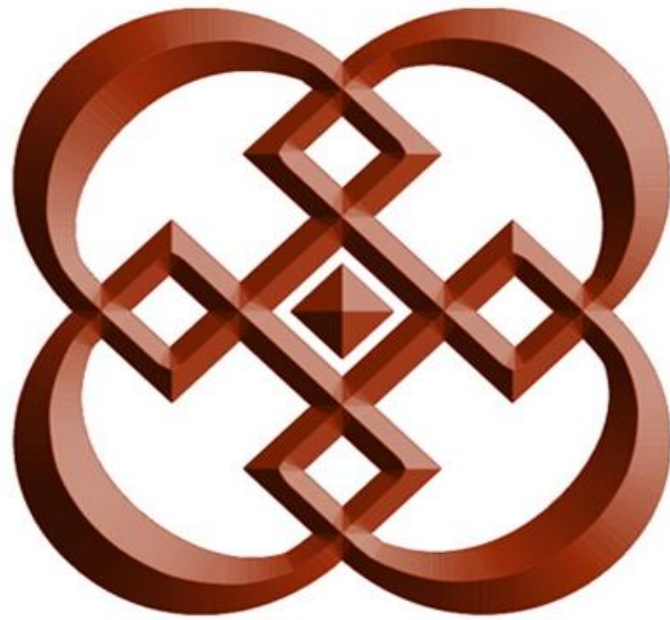
- 1) The day after, the Clerk should send a certified copy of the Resolution setting the bond referendum to the County Board of Elections. You should coordinate beforehand who that should go to so that you can confirm receipt and that they have what they need to get you on the ballot. Request that they send you a Sample Ballot when it is available so that you can check to make sure it is on there and done correctly.
- 2) Publish the Notice of Adoption of the Bond Order(s). Note that the date of publication is in the bottom paragraph of the notices, so needs to be filled in for that date. This is important because this notice starts the 30 day clock ticking for anyone to challenge the validity of the proceedings to get the referendum on the ballot.
- 3) Publish the Notice of Referendum. The same notice needs to be published twice, once at least 14 days before the last day to register to vote and once at least 7 days before the last day to register to vote. The last day to register to vote is 25 days before the election, so the notices need to be published two weeks ahead of that and one week ahead of that.

That will be the end of the formal legal process leading up to the vote.

### **After the Referendum**

- 1) The Board of Elections has to canvass the vote. They certify to that 10 days after the election. We will provide you with a Certificate of Canvass to have the Board of Elections give to us that shows will our official notice of the results.
- 2) At the next meeting after you receive that Certificate of Canvass, the governing board will adopt a Resolution that certifies the results of the election and directs the publication of notice(s) in the newspaper that declares the results.
- 3) Publish the notice(s) of the results of the election. Note that the date of publication is in the bottom paragraph of the notices, so needs to be filled in for that date. This is important because this notice starts the 30 day clock ticking for anyone to challenge the validity of the referendum.

If the voters authorized the bonds, once that 30 day period runs after the final publication, the bonds are eligible to be issued!



# *The* Town *of* Davidson

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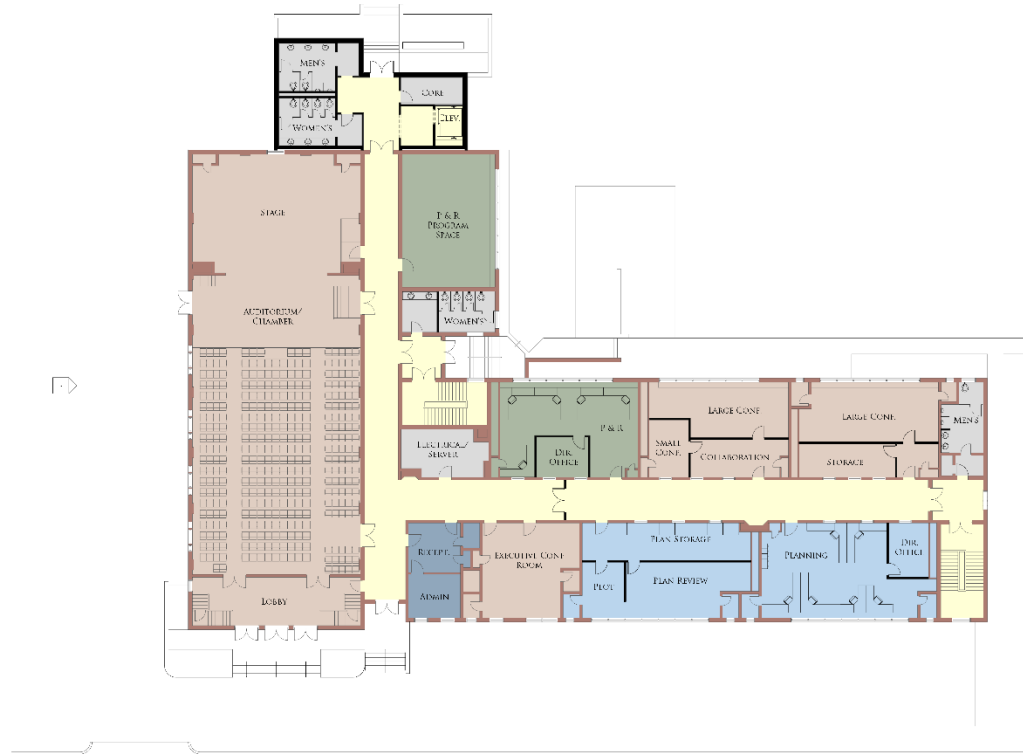
College Town. Lake Town. *Your Town.*

# Public Facilities Project

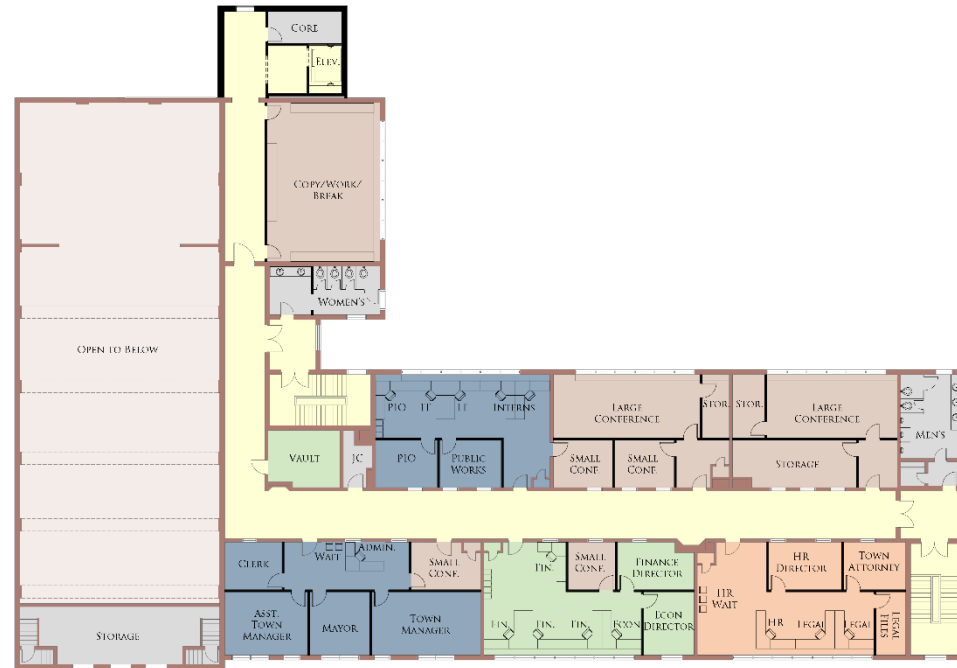
- Phase 1: Renovate 33,500 square foot historical building (Former IB school) into the new town hall.
  - Administration, Planning, Finance, Board
  - Board room and community meeting spaces for citizens
  - Parks & Recreation offices relocate to Town Hall with additional programming space for citizens
  - 5-acre site
- Phase 2: Renovate and expand existing town hall for Police and Fire Departments
  - PD square footage increased from 3K to 11K
  - FD square footage increased from 6K to 11.5K
- Detailed information:  
[www.townofdavidson.org/publicfacilities](http://www.townofdavidson.org/publicfacilities)



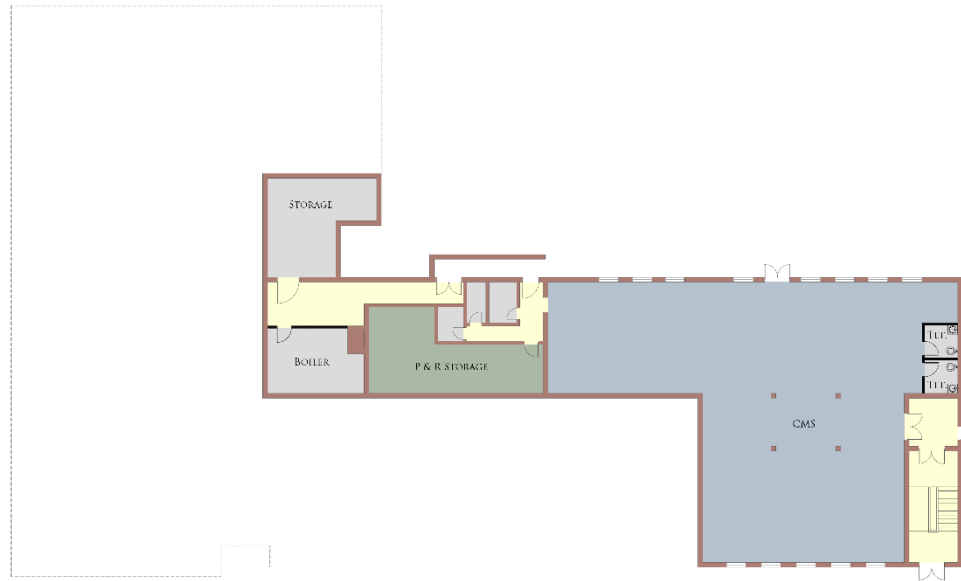
# Public Facilities Project – First Floor



# Public Facilities Project – Second Floor



# Public Facilities Project – Ground Floor



2016 STAFF GROWTH PROJECTIONS

Police Department					
Forecast Data 2013-2017		2005	2017	Annual Change	
				Number	%
Historic Staff		18	21	0.23	1.10%
Forecast Model	Value	2022	2027	2032	2037
1: Historic Staff 13 yr Number Increase	0.23	22	23	24	26
2: Historic Staff 13 yr Percentage Increase	1.10%	22	23	25	26
3: OSBM 5 yr Percentage Increase	2.66%	24	27	31	36
4: U.S. Census 5 yr Percentage Increase	1.94%	23	25	28	31
5: U.S. Census 10 yr Percentage Increase	4.70%	26	33	42	53
6: Solid Waste 10 yr Percentage Increase	3.43%	25	29	35	41
7: Commercial Building Permits 1 yr Percentage Increase	-100.00%	0	0	0	0
8: Residential Building Permits 1 yr Percentage Increase	7.56%	30	44	63	90
9: Citizen Initiated Calls for Service 6 yr Percentage Increase	1.60%	23	25	27	29
10: Police Services Personnel: 24 per 10,000 population		37	43	50	57
11: Staff Projections		27	40	50	57
Average (Items 1-6 and 8-11)		26	31	37	44
Recommended Model: Average		26	31	37	44

METRICS

Existing Area	10,000 SF
Proposed Addition	800 SF
Total Proposed Area	10,800 SF
Proposed Covered Area	900 SF

CONCEPT DIAGRAM OF ADDITION



2016 PROGRAM SUMMARY WITH 20 YEAR GROWTH

Department	Current Existing Area (NUSF)	In-House Estimated Area (NUSF)	Current Projected Area (NUSF)	Future Projected Area (NUSF)
Law Enforcement				
Administration	501	-	1,648	1,934
Criminal Investigations	1,000	-	4,649	5,312
Field Operations Division	142	-	1,633	1,828
Building Support	219	-	3,895	3,895
Total Net Usable Square Feet (NUSF)	1,862	-	11,825	12,969
35% Core Service (Sqft)	-	-	4,139	4,539
TOTAL LAW ENFORCEMENT (GSF)	3,000	20,000-25,000	15,963	17,508
*additional 1,716 SF in shared spaces in town hall for training and fitness, totaling 19,224 SF of area for police use				
Additional Support Spaces	Current Existing Area (GSF)		Current Required Area (GSF)	Future Required Area (GSF)
Exterior Area				
Sally Port Bay	0	-	600	600
Shower	0	-	5	5

SUMMARY

- Confirmed estimated growth of department of 44
- Increase large evidence storage in Sally Port
- Partial open air cover over Sally Port

The PD feels comfortable they can function well for 20 years in this space

# Fire Department 20 Year Plan

## 2016 STAFF GROWTH PROJECTIONS

Fire Department					
Forecast Data 2016-Current Planning		2017	2037	Annual Change	
				Number	%
Current Full-Time Staff (includes Fire Chief)		7	12	0.25	2.08%
Current Part-Time Staff		60	90	1.50	1.67%
Forecast Model	Value	2022	2027	2032	2037
1: Actual 10 yr Number Increase (Not Provided)	0.00	0	0	0	0
2: Actual 10 yr Percentage Increase (Not Provided)	0.00%	0	0	0	0
3: OSBM 5 yr Percentage Increase	2.66%	8	9	10	12
4: U.S. Census 5 yr Percentage Increase	1.94%	8	8	9	10
5: U.S. Census 10 yr Percentage Increase	4.70%	9	11	14	18
6: Solid Waste 10 yr Percentage Increase	3.43%	8	10	12	14
7: Commercial Building Permits 1 yr Percentage Increase	-100.00%	0	0	0	0
8: Residential Building Permits 1 yr Percentage Increase	7.56%	9	13	19	28
9: Calls for Service 1 yr Percentage Increase	3.19%	8	10	11	13
10: Staff Projections		8	9	10	12
Average (Items 3-6 and 8-10)		8	10	12	15
Recommended Model: Staff Projection		8	9	10	12

## 2016 PROGRAM SUMMARY WITH 20 YEAR GROWTH

Department	Current Existing Area (NUSF)	In-House Estimated Area (NUSF)	Current Needed Area (NUSF)	Modeled Area (NUSF)
<b>Fire and Rescue</b>				
Administration and Training	150	-	1,328	1,658
Residential and Living	1,007	-	3,483	3,483
Apparatus and Support	4,155	-	6,488	6,488
<b>Total Net Usable Square Feet (NUSF)</b>	<b>5,312</b>	<b>-</b>	<b>11,299</b>	<b>11,629</b>
30% Core Service (SF) (excludes apparatus bay)	-	-	1,950	2,029
<b>TOTAL FIRE STATION 1 (GSF)</b>	<b>6,000</b>	<b>15,546</b>	<b>13,249</b>	<b>13,678</b>

## SUMMARY

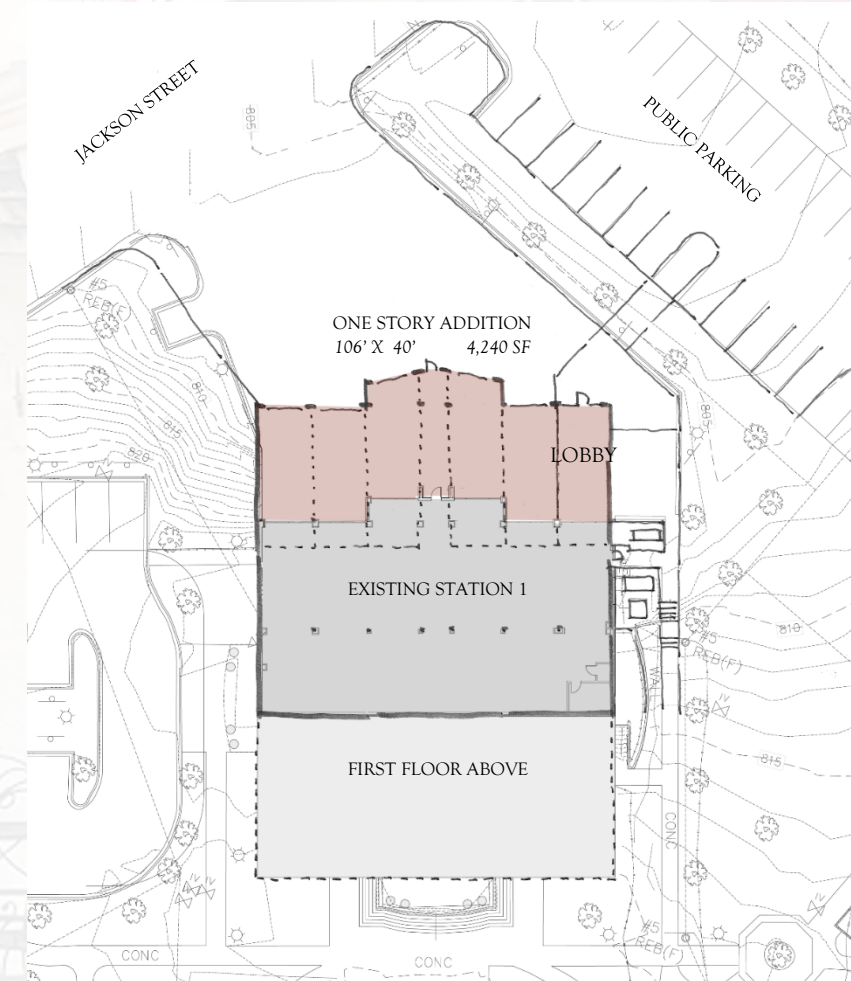
- Confirmed estimated full time staff growth to 12
- Confirmed growth to staffing two 4-person companies
- Confirmed 5 apparatus bays in service

## METRICS

Existing Area	6,000 SF
Proposed Addition	4,240 SF
Total Proposed Area*	10,240 SF
Shared Space in PD	1,222 SF
Total Usable Area	11,462 SF

\*Space was planned for a potential expansion of new Fire Station 2 that could be used for training functions to complete the 20 year space needs if required

## CONCEPT DIAGRAM OF ADDITION



*The FD feels comfortable they can function well for 20 years in this space*

# Estimated Cost of Project

## June 12<sup>th</sup> Presentation:

Construction	\$16,098,586
Issuance	<u>\$ 200,000</u>
Total Project Cost	<u>\$16,298,586</u>

## July 10<sup>th</sup> Presentation:

Existing Town Hall: Police and Fire Departments	\$ 3,870,000
IB School: Board, Admin, Planning, Finance, Parks and Recreation	\$ 7,456,912
Soft Costs (30%)	\$ 3,398,074
Add Security, AV	<u>\$ 342,000</u>
Construction Total Cost	\$15,066,986
GO Bond Issuance	<u>\$ 200,000</u>
Total Project Cost	<u>\$15,266,986</u>



# Estimated Cost to Taxpayers

Scenario	2017 GO Bonds	Town Hall GO Bonds	Estimated Tax Rate Increase (Cents)	Tax Rate Increase Required Start
1	\$ -	\$ 16,335,000	2.59	2023
2	\$ 15,000,000	\$ 16,335,000	7.06	2022
3	\$ -	\$ 15,200,000	2.17	2023
4	\$ 15,000,000	\$ 15,200,000	6.69	2022
5	\$ 7,500,000	\$ 15,200,000	5.11	2023



# Cost to Taxpayers

Scenario	Estimated Tax Rate Increase (Cents)	Home Assessed Value									
		\$150,000		\$300,000		\$500,000		\$750,000		\$1,000,000	
		Estimated Tax Increase									
		Per Year	Per Month	Per Year	Per Month	Per Year	Per Month	Per Year	Per Month	Per Year	Per Month
1	2.59	\$ 39	\$ 3	\$ 78	\$ 6	\$130	\$ 11	\$194	\$ 16	\$259	\$ 22
2	7.06	\$106	\$ 9	\$212	\$ 18	\$353	\$ 29	\$530	\$ 44	\$706	\$ 59
3	2.17	\$ 33	\$ 3	\$ 65	\$ 5	\$109	\$ 9	\$163	\$ 14	\$217	\$ 18
4	6.69	\$100	\$ 8	\$201	\$ 17	\$335	\$ 28	\$502	\$ 42	\$669	\$ 56
5	5.11	\$ 77	\$ 6	\$153	\$ 13	\$256	\$ 21	\$383	\$ 32	\$511	\$ 43





## RESOLUTION 2018-21

### RESOLUTION OF THE TOWN OF DAVIDSON, NORTH CAROLINA PROVIDING FOR THE ADOPTION OF A BOND ORDER AUTHORIZING THE ISSUANCE OF \$16,335,000 GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA

*WHEREAS*, the Board of Commissioners (the “*Board of Commissioners*”) of the Town of Davidson, North Carolina (the “*Town*”) held on July 24, 2018 a public hearing on the bond order entitled:

**“BOND ORDER AUTHORIZING THE ISSUANCE OF \$16,335,000 GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA;”**

*NOW, THEREFORE*, be it resolved by the Board of Commissioners of the Town of Davidson, North Carolina that the bond order entitled **“BOND ORDER AUTHORIZING THE ISSUANCE OF \$16,335,000 GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA”** as introduced at the meeting of the Board of Commissioners held on July 10, 2018 be adopted without change or amendment.

*BE IT FURTHER RESOLVED* that the Town Clerk is hereby directed to publish a notice of adoption, as prescribed by The Local Government Bond Act, of the bond order entitled, **“BOND ORDER AUTHORIZING THE ISSUANCE OF \$16,335,000 GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA”** adopted the date hereof.

Read, approved and adopted this 7th day of August, 2018.

By: \_\_\_\_\_  
Mayor

STATE OF NORTH CAROLINA                    )  
  )  
TOWN OF DAVIDSON                            )       ss:

I, Elizabeth K. Shores, Town Clerk of the Town of Davidson, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE TOWN OF DAVIDSON, NORTH CAROLINA PROVIDING FOR THE ADOPTION OF A BOND ORDER AUTHORIZING THE ISSUANCE OF \$16,335,000 GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA**” adopted by the Board of Commissioners of the Town of Davidson, North Carolina, at a meeting held on the 7th day of August, 2018.

***WITNESS*** my hand and the corporate seal of the Town of Davidson, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Elizabeth K. Shores  
Town Clerk  
Town of Davidson, North Carolina

## NOTICE

### **BOND ORDER AUTHORIZING THE ISSUANCE OF \$16,335,000 GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA**

**WHEREAS**, the Board of Commissioners (the “*Board of Commissioners*”) of the Town of Davidson, North Carolina (the “*Town*”) has ascertained and hereby determines that it is necessary to pay the capital costs of acquiring, constructing, expanding, renovating, equipping and furnishing public facilities to be used for municipal services, including town hall, police, firefighting and other administrative services, and the acquisition of land, rights-of-way and easements therefor; and

**WHEREAS**, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Public Facilities Bonds hereinafter described as required by the Local Government Bond Act, and the Town Clerk has notified the Board of Commissioners that the application has been accepted for submission to the Local Government Commission.

**NOW, THEREFORE, BE IT ORDERED** by the Board of Commissioners of the Town of Davidson, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Public Facilities Bonds of the Town are hereby authorized and will be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Public Facilities Bonds authorized by this order will be \$16,335,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on said General Obligation Public Facilities Bonds.

Section 3. A sworn statement of the Town’s debt has been filed with the Town Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the Town at a referendum scheduled for November 6, 2018.

The foregoing order was adopted on the 7th day of August, 2018, and is hereby published on the 17th day of August, 2018. Any action or proceeding questioning the validity of the order must be begun within 30 days after the date of publication of this notice. The finance officer of the Town of Davidson, North Carolina has filed a statement estimating that the total amount of interest that will be paid on the bonds over the expected term of the bonds, if issued, is \$7,104,150. The estimate is preliminary, is for general informational purposes only, and may differ from the actual interest paid on the bonds.

**TOWN OF DAVIDSON, NORTH CAROLINA**

/s/ Elizabeth K. Shores

Town Clerk

Town of Davidson, North Carolina



## RESOLUTION 2018-21

### RESOLUTION OF THE TOWN OF DAVIDSON, NORTH CAROLINA PROVIDING FOR THE ADOPTION OF A BOND ORDER AUTHORIZING THE ISSUANCE OF \$ \_\_\_\_\_ GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA

**WHEREAS**, the Board of Commissioners (the “*Board of Commissioners*”) of the Town of Davidson, North Carolina (the “*Town*”) held on July 24, 2018 a public hearing on the bond order (the “*Bond Order*”) entitled:

**“BOND ORDER AUTHORIZING THE ISSUANCE OF \$16,335,000 GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA;”**

**WHEREAS**, after holding the public hearing, a majority of the Board of Commissioners has determined to decrease the amount of bonds to be authorized by the Bond Order;

**NOW, THEREFORE**, be it resolved by the Board of Commissioners of the Town of Davidson, North Carolina that the Bond Order introduced at the meeting of the Board of Commissioners held on July 10, 2018 be adopted as amended to decrease the amount authorized to \$\_\_\_\_\_.

**BE IT FURTHER RESOLVED** that the Town Clerk is hereby directed to publish a notice of adoption, as prescribed by The Local Government Bond Act, of the bond order entitled, “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$ \_\_\_\_\_ GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA**” adopted the date hereof.

Read, approved and adopted this 7th day of August, 2018.

By: \_\_\_\_\_  
Mayor

STATE OF NORTH CAROLINA                     )  
  )       ss:  
TOWN OF DAVIDSON                             )

I, Elizabeth K. Shores, Town Clerk of the Town of Davidson, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE TOWN OF DAVIDSON, NORTH CAROLINA PROVIDING FOR THE ADOPTION OF A BOND ORDER AUTHORIZING THE ISSUANCE OF \$\_\_\_\_\_ GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA**” adopted by the Board of Commissioners of the Town of Davidson, North Carolina, at a meeting held on the 7th day of August, 2018.

**WITNESS** my hand and the corporate seal of the Town of Davidson, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2018.

Elizabeth K. Shores  
Town Clerk  
Town of Davidson, North Carolina

(SEAL)

## NOTICE

### **BOND ORDER AUTHORIZING THE ISSUANCE OF \$ \_\_\_\_\_ GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA**

**WHEREAS**, the Board of Commissioners (the “*Board of Commissioners*”) of the Town of Davidson, North Carolina (the “*Town*”) has ascertained and hereby determines that it is necessary to pay the capital costs of acquiring, constructing, expanding, renovating, equipping and furnishing public facilities to be used for municipal services, including town hall, police, firefighting and other administrative services, and the acquisition of land, rights-of-way and easements therefor; and

**WHEREAS**, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Public Facilities Bonds hereinafter described as required by the Local Government Bond Act, and the Town Clerk has notified the Board of Commissioners that the application has been accepted for submission to the Local Government Commission.

**NOW, THEREFORE, BE IT ORDERED** by the Board of Commissioners of the Town of Davidson, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Public Facilities Bonds of the Town are hereby authorized and will be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Public Facilities Bonds authorized by this order will be \$\_\_\_\_\_.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on said General Obligation Public Facilities Bonds.

Section 3. A sworn statement of the Town’s debt has been filed with the Town Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the Town at a referendum scheduled for November 6, 2018.

The foregoing order was adopted on the 7th day of August, 2018, and is hereby published on the 17th day of August, 2018. Any action or proceeding questioning the validity of the order must be begun within 30 days after the date of publication of this notice. The finance officer of the Town of Davidson, North Carolina has filed a statement estimating that the total amount of interest that will be paid on the bonds over the expected term of the bonds, if issued, is \$7,104,150. The estimate is preliminary, is for general informational purposes only, and may differ from the actual interest paid on the bonds.

**TOWN OF DAVIDSON, NORTH CAROLINA**

/s/ Elizabeth K. Shores

Town Clerk

Town of Davidson, North Carolina



## RESOLUTION 2018-22

### RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE MECKLENBURG COUNTY BOARD OF ELECTIONS AND THE IREDELL COUNTY BOARD OF ELECTIONS

**WHEREAS**, the Board of Commissioners (the “*Board of Commissioners*”) of the Town of Davidson, North Carolina (the “*Town*”) has adopted the following bond order and such bond order should be submitted to the voters of the Town for their approval or disapproval in order to comply with the constitution and laws of North Carolina:

#### **“BOND ORDER AUTHORIZING THE ISSUANCE OF \$16,335,000 GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA;”**

**NOW, THEREFORE**, be it resolved by the Board of Commissioners of the Town of Davidson, North Carolina, as follows:

(1) For the purpose of determining the question whether the qualified voters of the Town shall approve or disapprove (a) the indebtedness to be incurred by the issuance of the General Obligation Public Facilities Bonds of the Town authorized by said bond order, which indebtedness will be secured by a pledge of the Town’s full faith and credit and (b) the levy of a tax for the payment thereof, said bond order will be submitted to the qualified voters of said Town at a special bond referendum to be held in said Town on November 6, 2018.

(2) The Town Clerk is hereby authorized and directed to publish a notice of said referendum which will be in substantially the form entitled “**TOWN OF DAVIDSON, NORTH CAROLINA NOTICE OF SPECIAL BOND REFERENDUM**,” attached hereto. Said notice of referendum will be published at least twice. The first publication will be not less than 14 days, and the second publication will be not less than 7 days before the last day on which voters may register for the special bond referendum.

(3) The Mecklenburg County Board of Elections and the Iredell County Board of Elections are hereby requested to print and distribute the necessary ballots and to provide the equipment for the holding of said referendum and to conduct and to supervise said referendum.

(4) The ballots to be used at said referendum will indicate that it is being held on behalf of the Town of Davidson, North Carolina and will contain the following words:

**“SHALL** the order authorizing \$16,335,000 of bonds plus interest to provide funds to pay the capital costs of acquiring, constructing, expanding, renovating, equipping and

furnishing public facilities to be used for municipal services, including town hall, police, firefighting and other administrative services, and the acquisition of land, rights-of-way and easements therefor, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved?";

with squares labeled "YES" and "NO" beneath or beside such words in which squares the voter may record his or her choice on the question presented; and

(5) The Town Clerk will mail or deliver a certified copy of this resolution to the Mecklenburg County Board of Elections and the Iredell County Board of Elections within three days after this resolution is adopted.

**BE IT FURTHER RESOLVED** that this Resolution will become effective on the date of its adoption.

Read, approved and adopted this 7th day of August, 2018.

By: \_\_\_\_\_  
Mayor

STATE OF NORTH CAROLINA     )  
  )  
TOWN OF DAVIDSON                    )

I, Elizabeth K. Shores, Town Clerk of the Town of Davidson, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of a resolution entitled "RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE MECKLENBURG COUNTY BOARD OF ELECTIONS AND THE IREDELL COUNTY BOARD OF ELECTIONS" adopted by the Board of Commissioners of the Town of Davidson, North Carolina, at a meeting held on the 7th day of August, 2018.

**WITNESS** my hand and the corporate seal of the Town of Davidson, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

\_\_\_\_\_  
Elizabeth K. Shores  
Town Clerk  
Town of Davidson, North Carolina

**TOWN OF DAVIDSON, NORTH CAROLINA  
NOTICE OF SPECIAL BOND REFERENDUM**

***NOTICE IS HEREBY GIVEN*** of intention of the undersigned to call for a referendum on November 6, 2018, to approve the issuance of bonds of the Town of Davidson, North Carolina which will be for the following purposes and in the following maximum amount:

\$16,335,000 of bonds to provide funds to pay the capital costs of acquiring, constructing, expanding, renovating, equipping and furnishing public facilities to be used for municipal services, including town hall, police, firefighting and other administrative services, and the acquisition of land, rights-of-way and easements therefor.

Taxes will be levied for the payment of the bonds. At said referendum the questions will be stated whether the order authorizing bonds for the purposes stated above shall be approved. The last day for registration for the referendum is October 12, 2018.

**TOWN OF DAVIDSON, NORTH CAROLINA**

/s/ Elizabeth K. Shores

Town Clerk

Town of Davidson, North Carolina

Publish: September 28, 2018 and October 5, 2018



## RESOLUTION 2018-22

### RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE MECKLENBURG COUNTY BOARD OF ELECTIONS AND THE IREDELL COUNTY BOARD OF ELECTIONS

**WHEREAS**, the Board of Commissioners (the “*Board of Commissioners*”) of the Town of Davidson, North Carolina (the “*Town*”) has adopted the following bond order and such bond order should be submitted to the voters of the Town for their approval or disapproval in order to comply with the constitution and laws of North Carolina:

**“BOND ORDER AUTHORIZING THE ISSUANCE OF \$\_\_\_\_\_ GENERAL OBLIGATION PUBLIC FACILITIES BONDS OF THE TOWN OF DAVIDSON, NORTH CAROLINA;”**

**NOW, THEREFORE**, be it resolved by the Board of Commissioners of the Town of Davidson, North Carolina, as follows:

(1) For the purpose of determining the question whether the qualified voters of the Town shall approve or disapprove (a) the indebtedness to be incurred by the issuance of the General Obligation Public Facilities Bonds of the Town authorized by said bond order, which indebtedness will be secured by a pledge of the Town’s full faith and credit and (b) the levy of a tax for the payment thereof, said bond order will be submitted to the qualified voters of said Town at a special bond referendum to be held in said Town on November 6, 2018.

(2) The Town Clerk is hereby authorized and directed to publish a notice of said referendum which will be in substantially the form entitled “**TOWN OF DAVIDSON, NORTH CAROLINA NOTICE OF SPECIAL BOND REFERENDUM**,” attached hereto. Said notice of referendum will be published at least twice. The first publication will be not less than 14 days, and the second publication will be not less than 7 days before the last day on which voters may register for the special bond referendum.

(3) The Mecklenburg County Board of Elections and the Iredell County Board of Elections are hereby requested to print and distribute the necessary ballots and to provide the equipment for the holding of said referendum and to conduct and to supervise said referendum.

(4) The ballots to be used at said referendum will indicate that it is being held on behalf of the Town of Davidson, North Carolina and will contain the following words:

“*SHALL* the order authorizing \$\_\_\_\_\_ of bonds plus interest to provide funds to pay the capital costs of acquiring, constructing, expanding, renovating, equipping and furnishing public facilities to be used for municipal services, including town hall, police, firefighting and other administrative services, and the acquisition of land, rights-of-way and easements therefor, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved?”;

with squares labeled “**YES**” and “**NO**” beneath or beside such words in which squares the voter may record his or her choice on the question presented; and

(5) The Town Clerk will mail or deliver a certified copy of this resolution to the Mecklenburg County Board of Elections and the Iredell County Board of Elections within three days after this resolution is adopted.

***BE IT FURTHER RESOLVED*** that this Resolution will become effective on the date of its adoption.

Read, approved and adopted this 7th day of August, 2018.

By: \_\_\_\_\_  
Mayor

STATE OF NORTH CAROLINA       )  
  )  
TOWN OF DAVIDSON                    )

I, Elizabeth K. Shores, Town Clerk of the Town of Davidson, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE MECKLENBURG COUNTY BOARD OF ELECTIONS AND THE IREDELL COUNTY BOARD OF ELECTIONS**” adopted by the Board of Commissioners of the Town of Davidson, North Carolina, at a meeting held on the 7th day of August, 2018.

***WITNESS*** my hand and the corporate seal of the Town of Davidson, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

\_\_\_\_\_  
ELIZABETH K. SHORES  
Town Clerk  
Town of Davidson, North Carolina

**TOWN OF DAVIDSON, NORTH CAROLINA  
NOTICE OF SPECIAL BOND REFERENDUM**

***NOTICE IS HEREBY GIVEN*** of intention of the undersigned to call for a referendum on November 6, 2018, to approve the issuance of bonds of the Town of Davidson, North Carolina which will be for the following purposes and in the following maximum amount:

\$\_\_\_\_\_ of bonds to provide funds to pay the capital costs of acquiring, constructing, expanding, renovating, equipping and furnishing public facilities to be used for municipal services, including town hall, police, firefighting and other administrative services, and the acquisition of land, rights-of-way and easements therefor.

Taxes will be levied for the payment of the bonds. At said referendum the questions will be stated whether the order authorizing bonds for the purposes stated above shall be approved. The last day for registration for the referendum is October 12, 2018.

**TOWN OF DAVIDSON, NORTH CAROLINA**

/s/ Elizabeth K. Shores \_\_\_\_\_

Town Clerk

Town of Davidson, North Carolina

Publish: September 28, 2018 and October 5, 2018



---

**Agenda Title: The Park at Beaty Street Task Force Status Report I  
Task Force Officers Denise Beall and Dave Cable**

**SUMMARY:** At its March 13, 2018 meeting, the Board of Commissioners voted to create a task force to develop the town-owned land on Beaty Street as a park. On April 10, the Board of Commissioners formally adopted a resolution to begin the conceptual plan process for the park at Beaty Street, seeking applicants for a citizen task force, and approving a charge for the task force. The Board of Commissioners appointed members to the task force at its May 8 meeting. The task force has been meeting at least twice a month since May. The Task Force will provide the initial check-in with the Board of Commissioners on the task force's efforts. Specific questions to be addressed include: clarification of the resolution and funding to study potential removal of the dam versus retaining the pond amenity and repair of the dam.

**Summary:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□ Beaty Street Roll Up	8/3/2018	Cover Memo



Board of Commissioners Update  
August 7, 2018

# Agenda

Resolution Clarification

Organizational Chart/Jump Group Overview

Project Plan

Communications Plan

Operating Budget Overview/Request

# Resolution Clarifications

# Resolution Clarifications

## Original Wording

Sponsor public forums to solicit community input and identify recreational needs.

## Recommended Wording

Sponsor public forums to solicit community input and identify park and recreation needs along with ancillary public amenities in keeping with the natural, park-like setting and the hardwood tree canopy.

# Resolution Clarifications

## Additional Wording

Consider opportunities beyond current boundaries of Beaty property portfolio that may enhance park, public spaces and natural resource experience for the community.

# Organization Chart

# Park at Beaty Task Force

**Town of Davidson Board**

Davidson Parks & Rec: Kathryn Spatz  
Meck County Parks & Rec: Chris Matthews  
Viz Design: Gary Fankhauser

**Commissioner Oversight Jim Fuller, David Sitton**

**Chair: Denise Beall, Vice Chair: Dave Cable, Communications Chair: Gabriel Schoen**

**Project Planning: Full Task Force** (Support from John Burke)

**Communications Planning:** (Support from Leah Chester-Davis)

**Finance:** (Support from Gabriel Schoen)

**Jump Group 1**  
**Park Research**  
Alice Sudduth

**Jump Group 2**  
**Pond/Dam/Watershed/Natural Resources**  
Bill Maloney

**Jump Group 3**  
**Public Input/Communication**  
Leah Chester Davis

**Jump Group 4**  
**Conservation Easement/Real Estate**  
Dave Cable

**Team Members:**  
Ellyn Baeszler  
Heidi Dietrich  
Gary Fagan  
Janet Makee

**Team Members:**  
John Burke  
Heidi Dietrich  
Gabriel Schoen

**Team Members:**  
Denise Beall  
Karen Manfredi  
Jason Parker

**Team Members:**  
John Burke  
Denise Beall

**Park Planning: Full Task Force**

# Jump Group Overview

## Jump Group 2: Pond/Dam/Watershed/Natural Resources

Date: July 12, 2018

Initiative Description	Team members	
	Name	Role
<p>Conduct a cost/benefit analysis of the watershed, pond, and dam with input from experts, responsible agencies and the public to determine if we:</p> <ol style="list-style-type: none"><li>1. Retain and restore the estimated 60 year old earthen dam (classified high risk by DNER and currently non-compliant), or</li><li>2. Decommission the dam to restore the original streams and wetlands, or</li><li>3. Some combination of 1 or 2</li></ol> <p>Gain full-circle understanding of natural resources on site through seasonal plant inventories.</p> <p>Understand the topography.</p>	Bill Maloney	Lead
	Gabriel Schoen	Contributor
	Heidi Dietrich	Contributor
	John Burke	Contributor
Desired Outcome		
<p>Decision to restore or decommission the dam will have a significant impact on the overall park design. Balance the financial implications with aesthetics/design of park that will be attractive to the residents of the Town of Davidson.</p>		

# Overall Project Plan

# Project Plan Highlights

Living document

Birdseye view of all Task Force activities

Details task dependencies

# Visual Representation of In-Flight Project Plan

[illegible]

# Communications Plan

# Communications Plan Highlights

Article in upcoming Town Message

Printed materials plan

Request for Town web site additions

News releases: web, social media, etc.

# Overall Communications Outreach

Date: July 12, 2018

	Key Project Activities	
Activity	Description	Date Due
Article in upcoming Town Message newsletter about work of the Task Force	Send to Cristina Shaul for inclusion in printed newsletter (7000 +/- households) and e-Crier (1,750)	July 13
Request link for Beaty Task Force on Town Website	Link will be <a href="http://www.townofdavidson.org/parkatbeaty">www.townofdavidson.org/parkatbeaty</a>	July 13 (requested)
Request e-mail address through Town	Email address will be <a href="mailto:partkatbeaty@townofdavidson.org">partkatbeaty@townofdavidson.org</a>	July 13 (requested)
Initial News Release about Task Force	Major issues to be addressed as we undertake our work (land survey, research on dam, park research, public input plans (adapt article in town newsletter; ask PIO to distribute	Week of July 23
Assess communications outreach needs/opps of each jump group and overall Task Force communications needs	Review work package charters to assess	Week of July 23
Development of front and back information card with all public input opportunities and hikes listed	Comprehensive list of public input opportunities; printed copies to be available town-wide; also posted on Town website, FB post with links	Design, print, distribute as soon as public input jump group finalizes plans; broader Task Group finalizes public input forum dates
News Releases, website, social media blurbs before Public Input Forums	Info to inform citizens of opportunity to provide input	TBD
Idea Boards (Pinterest, physical)	Add info to websites, FB; large boards where citizens will be encouraged to post photos, ideas	TBD

# Operating Budget Overview/Request

## Beaty Park Task Force - Preliminary Operating Budget Summary - Conceptualization Phase

<u>Item</u>	<u>Amount*</u>	<u>Description</u>
Public Input - Materials	1,000	Business Cards, Pencils, Flyers, Signage, etc.
Public Input - Digital Survey	200	Survey Monkey @ \$30/month
Task Force Final Presentation	500	
Legal & Title issues	1,500	Possible Legal Follow Up to Survey If Needed
Site Survey - Wetlands	1,000	Analysis and mapping of wetland areas
Hydrologic Study	2,500	To Better Understand Water Flows on Property
Environmental Site Assessments	TBD	Possible Phase I or II, TBD
Dam Evaluation including Land Survey & Topo Analysis	20,000	Cost Dependant on Park Plan - may vary widely from estimate plus Full Topographic Property Survey, Ariel Survey, Research
Other Natural Resource Evaluation & Misc.	<u>TBD</u>	
<b>TOTAL*</b>	<b>26,700</b>	

\* Notes: All figures are rough estimates and are subject to change. Costs pertain to conceptualization of the park, not permitting or implementation of a park plan. Excluded are miscellaneous costs of printing and mapping provided by the Town, along with fees paid for Gary Fankhauser's support of the Task Force's efforts.

Thank you.



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**Agenda Title: Comprehensive Plan Consultant Recommendation  
Public Information Officer Cristina Shaul, Pat Coleman and Michael Flake,  
Comp. Plan RFP/Consultant-Selection Committee Representatives**

**SUMMARY:** A comprehensive plan is the leading policy document and tool to help communities create a vision and guiding principles for decision-making for their town. The comprehensive plan's purpose is to directly inform decisions that we make as a community. It does so by helping us to understand our historical context, identify current or anticipated issues, evaluate options for how to best proceed, and establish a set of policies to accomplish our aims. The board of commissioners identified the comprehensive plan as a priority in their 2018-2019 Strategic Plan. Additionally, our last comprehensive plan was completed in 2010 – most communities update or create a new plan every five years. This is especially true for communities in high-growth areas like the Charlotte metropolitan region. This will be a community-centered process. The comprehensive plan process entails an extended community conversation that intentionally engages all stakeholders – residents/citizens, neighborhoods, businesses, the college, town government, non-profits, and institutions. To assist with public engagement, visioning, and plan composition, an experienced consultant was selected by a commissioner-appointed committee of citizens, staff, and elected officials. The committee received six responses, interviewed four firms via phone, selected three top choices, and interviewed two firms in person.

On August 7, that committee will present its recommendation and seek the approval of the Davidson Board of Commissioners.

**Summary:** [Link to all six RFP Responses](#)

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
❏ Comp Plan Presentation Memo	8/3/2018	Cover Memo
❏ Comp. Plan Recommendation Aug 7 BoC	8/3/2018	Cover Memo
❏ RFP Response - Clarion	8/3/2018	Cover Memo
❏ BA2019-07	8/2/2018	Cover Memo



## Comprehensive Plan Consultant Recommendation

Date: August 7, 2018

To: Davidson Board of Commissioners

From: PIO Cristina Shaul, Pat Coleman and Michael Flake, Comp. Plan RFP/Consultant-  
Selection Committee Representatives

Re: Comprehensive Plan Consultant Recommendation

---

### 1. OVERVIEW

A comprehensive plan is the leading policy document and tool to help communities create a vision and guiding principles for decision-making for their town. The comprehensive plan's purpose is to directly inform decisions that we make as a community. It does so by helping us to understand our historical context, identify current or anticipated issues, evaluate options for how to best proceed, and establish a set of policies to accomplish our aims. The board of commissioners identified the comprehensive plan as a priority in their 2018-2019 Strategic Plan. Additionally, our last comprehensive plan was completed in 2010 – most communities update or create a new plan every five years. This is especially true for communities in high-growth areas like the Charlotte metropolitan region. This will be a community-centered process. The comprehensive plan process entails an extended community conversation that intentionally engages all stakeholders – residents/citizens, neighborhoods, businesses, the college, town government, non-profits, and institutions. To assist with public engagement, visioning, and plan composition, an experienced consultant was selected by a commissioner-appointed committee of citizens, staff, and elected officials. The committee received six responses, interviewed four firms via phone, selected three top choices, and interviewed two firms in person.

On August 7, that committee will present its recommendation and seek the approval of the Davidson Board of Commissioners.

Related documents and links:

PowerPoint

Clarion's RFP Response

All 6 RFP Responses ([link](#))

Draft Budget Amendment 2019-07

## 2. RELATED TOWN GOALS

2018-2019 Strategic Plan priority: "Land Use Strategy: Begin Comprehensive Plan process"

## 3. RECOMMENDED ACTION

The Comprehensive Plan RFP/Consultant-Selection Committee comprised of citizens, commissioners, and staff recommends the approval of Clarion as the consultant to help the Town of Davidson facilitate our comprehensive plan process.

Potential motion language: I move to authorize Town Manager Jamie Justice to proceed with signing a contract with Clarion and authorize the approval of Budget Amendment 2019-07 to appropriate the amount of \$85,000 for the first phase of this comprehensive plan.

## 4. PROS & CONS

Consider approval on August 7:

Pros: 1) The Town of Davidson should feel confident that an extremely reputable and capable firm was hired to facilitate the comprehensive plan process, after thorough work by a team of dedicated citizen/commissioner/staff committee members for the past several months.

2) The Town of Davidson will be able to commence the comprehensive plan process in September, since this is such a high priority.

Cons: Since transparency is a priority, more time for commissioners and citizens to digest this information and share input could be deemed beneficial.

Consider approval on August 28:

Pros: Commissioners and citizens can digest this information and share input.

Cons: A delay might elongate the process for starting the comprehensive plan process (but is workable).

## 5. NEXT STEPS

If this recommendation is approved, we will proceed to the contract stage with the consultant. We will begin the comprehensive plan process in September, and based on the preliminary schedule, will work through late 2019 until the new comprehensive plan is approved.



# *The* Town *of* Davidson

*College Town, Lake Town, Your Town*

# Selection Process for Comp. Plan Consultant

- **March 27:** 2018-2019 Strategic Plan Adopted: “Land Use Strategy: Begin Comprehensive Plan process”
- **February 27 & May 1:** Board of Commissioners directed staff to create an RFP creation/Consultant-Selection Committee to include additional citizens
- **May 25:** Request for Proposals released
- **June 29:** 6 proposals received: Ady Advantage, Clarion, Design Workshop, Dover Kohl, Ratio, Stewart
- **July 12:** Committee selected 4 firms to interview via phone: Clarion, Design Workshop, Ratio, Stewart



# Selection Criteria

- Similar project experience
- Team member qualifications
- Current workload and firm capacity
- Responsiveness to RFP/Quality of submittal
- Proposed comp. plan approach
- Proposed schedule
- Budget
- Performance assessment and/or references
- Demonstrated understanding of Davidson & Mecklenburg County
- Distinguishing factors



# Selection Process for Comp. Plan Consultant

- **July 23-24:** Phone Interviews: Committee discussed Clarion, Design Workshop & Stewart; selected Clarion and Design Workshop for in-person interviews
- **August 2:** Interviewed Clarion and Design Workshop
- **August 7:** Committee Recommends Clarion



# Clarion's Strengths

- Public Engagement Expertise
- Well-Defined Scope/Budget
- Planning Expertise
- Regional Knowledge
- Project Management Skills



Response to Request for Proposals (RFP)

# Comprehensive Plan



North Carolina

June 29, 2018

Cristina Shaul, Public Information Officer  
216 South Main Street  
PO Box 579  
Davidson, NC, 28036  
[cshaul@townofdavidson.org](mailto:cshaul@townofdavidson.org)

**CLARION**

planning  
**NEXT**  
moving communities forward.

 **DPFG**  
DEVELOPMENT PLANNING & FINANCING GROUP, INC.

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June 29, 2018

Cristina Shaul  
Public Information Officer  
216 South Main Street  
PO Box 579  
Davidson, NC, 28036  
cshaul@townofdavidson.org

RE: RFP for the Comprehensive Plan, Town of Davidson, North Carolina

Dear Ms. Shaul:

We are pleased to submit this response to the Town of Davidson's request for proposals (RFP) to prepare an update to the Town's Comprehensive Plan.

Clarion Associates is a national planning and zoning consulting firm with offices in Chapel Hill and Denver, and affiliate offices in Cincinnati and Philadelphia. Firm principals have decades of experience in assisting local governments prepare comprehensive and small area plans, growth management strategies, design approaches, and plan implementation strategies for communities throughout the Southeast and across the nation.

To provide Davidson with a complete array of planning services, Clarion Associates is joined by teaming partners **PlanningNEXT** that brings award-winning experience leading highly successful public engagement efforts and preparing design-based plans, and **Development, Planning, & Financing Group, Inc.** that will assist with framing the economic and fiscal opportunities and challenges that Davidson faces as it creates a renewed vision for the future.

Our team members have significant experience working with high-growth communities that value community character and design; well-educated and engaged citizenry that have high expectations for community planning; and town-gown issues and opportunities. We have assisted many communities in the region to develop plans and codes, including Charlotte, Mecklenburg County, Mooresville, Kannapolis, Iredell County, and others. We are actively working today to develop a comprehensive plan for neighboring Mooresville.

In reading our proposal, you will find that our team is well-positioned to assist the Town to develop an aspirational 21st century Comprehensive Plan that provides strategic guidance to achieve Davidson's vision for the future, and meets the intent set out in the RFP. We are very excited about the possibility of working with the Town of Davidson and welcome an opportunity to discuss our proposal with you in person.

Sincerely,

A handwritten signature in black ink, appearing to read "Leigh Anne King".

Leigh Anne King, AICP, LEED AP  
Principal and Project Manager  
919-967-9188 | laking@clarionassociates.com | www.clarionassociates.com

## A. Firm Profile

# CLARION

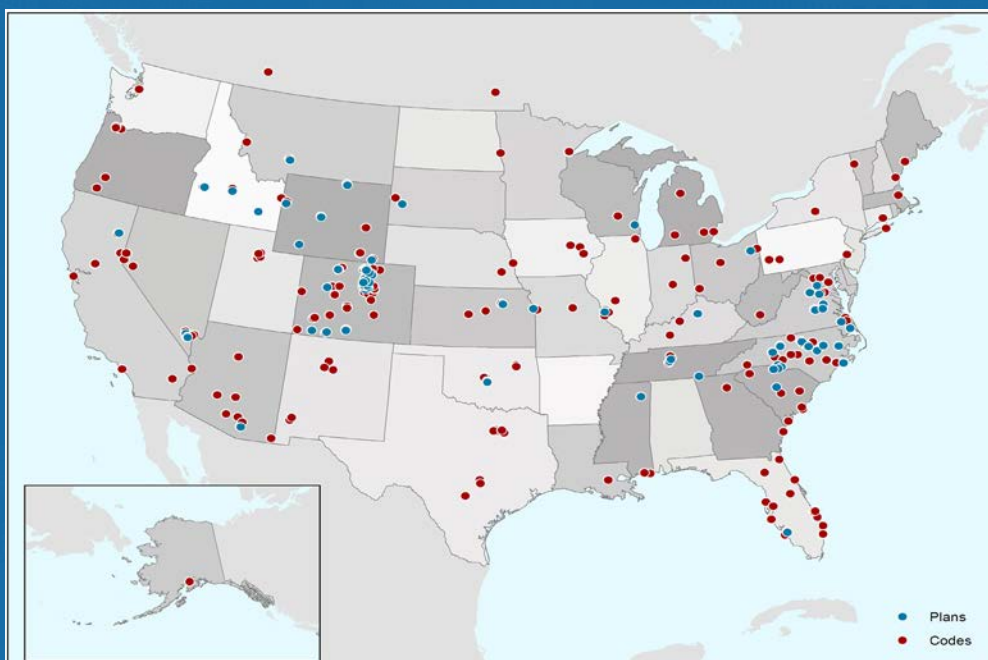
Clarion Associates, LLC is a nationally recognized, land planning and zoning consulting firm with offices in Chapel Hill and Denver. Since our founding in 1992, our firm has had a unique combination of talent that covers the fields of land use planning, design, code preparation, and land use law.

In association with our affiliate offices in Philadelphia and Cincinnati, we offer a complete package of planning, land use and scenario analysis, land use law, growth management, real estate economics, and community development services. This combination allows us to develop creative solutions to difficult land use challenges.

For 25 years, Clarion Associates has committed to providing quality services to our clients by ensuring that all projects are led and managed by experienced firm principals. Our size and experience allow us to both provide quality planning and zoning expertise to a wide range of communities, and to dive deeply in our work to focus on the interesting opportunities and challenges of each project. Clarion is a partner-owned firm that employs 17 practicing professionals.

We have represented public sector clients on a variety of land use planning and zoning matters. Our principals have written plans and drafted ordinances, regulations, and design standards throughout the United States, including nearly 200 zoning and development ordinances and more than 100 community plans.

Clarion will serve as the primary team leader, and will provide project management services, planning analysis, public engagement, policy development, implementation strategies, and meeting facilitation. Our Chapel Hill office will lead the planning effort, allowing our planning professionals quick and easy access to the Town of Davidson.



## DEMONSTRATING PLANNING EXCELLENCE

Clarion is most unique among our competitors in that planning is our primary service area and we constantly renew our skills and knowledge of best practices in the public sector planning arena. We focus almost entirely on planning, growth management, plan implementation, and sustainability.

Clarion's planning division was established in 2000. Since that time, Clarion has successfully completed numerous comprehensive plans and other related planning projects as the lead firm. The vast majority of these projects have involved the coordination of multi-disciplinary teams, similar to our team for Davidson.

Clarion takes a "hands on" approach with all of its projects. Our ability to do this is supported by our emphasis on maintaining a relatively small, but highly skilled and efficient staff. We establish strong working relationships with our clients that extend from the first set of meetings through adoption. We have a proven track record of working with staff in other communities and organizations on collaborative planning projects of this nature. In these instances, our primary role as consultants is to provide the needed resources and expertise to support staff as we work together to develop cutting-edge outreach methods, identify and analyze issues, introduce new ideas and approaches into the planning process, and assist decision-makers as they deliberate. We recognize that Town of Davidson staff and leadership will be the ones who ultimately carry out the plan, and we will work closely with you to ensure that you and the community "own" the final products.





**planning-next.com**  
75 West Third Ave.  
Columbus, OH 43201  
(614) 586-1500

**Services**

Pre-Planning  
Visioning + Strategic Planning  
Comprehensive Planning + Urban Design  
Social Media + Web-Based Engagement  
Visual Communication

**Select Town Gown Planning Experience**

- Amherst, Maryland (University of Maryland, Amherst College, Hampshire College)
- Athens-Clarke County, Georgia (University of Georgia)
- Columbia, South Carolina (University of South Carolina) <sup>(A)</sup>
- Columbus, Ohio (The Ohio State University)
- Dayton, Ohio (University of Dayton)
- Delaware, Ohio (Ohio Wesleyan University)
- Lee County, Alabama (Auburn University)
- Northfield, Montana (St. Olaf College, Charleton College)
- Montgomery, Alabama (Alabama State University)
- Oxford, Ohio (Miami University)
- Tuscaloosa, Alabama (University of Alabama)
- Valparaiso, Indiana (Valparaiso University)

<sup>(A)</sup> Award-winning project

**Planning NEXT**

Great, livable communities don’t just happen—they’re created. For nearly 20 years we’ve helped communities come together to create plans that move them forward.

Here are some keys to our success.

**Create an enduring place**

Community character. It sets a place apart. It incites loyalty. It attracts business and growth. It draws people to call a place “home.” Every community has it; but not every community knows how to manifest it. That’s where we come in. We help communities understand and embrace their physical character. Then we create a character-enhancing plan rooted in quality development.

**Invite genuine participation**

When it comes to a community’s future, most agree that citizens should have their say. The problem, though, is getting a broad and fair enough representation—and then deciding what to do with the ideas. We attract participation from a cross-section of citizens and stakeholders, including those typically not involved in planning efforts, and ensure that involvement is a real choice to be excited about.

**Manage the effort**

Every project brings its share of complexity. Whether engaging diverse stakeholders, dealing with big or inflexible budgets, coordinating the efforts of multiple committees, or all of these at once, we’re known for skillfully facilitating, managing and bringing together personalities, ideas and possibilities into a single, actionable plan.

**Communicate clearly**

True understanding and acceptance are always more favorable than superficial buy-in or forced resignation. That’s why we believe in integrating insight into even the most complex community and planning issues. We help stakeholders make informed decisions about potential solutions while promoting dialogue and open communication among internal and external audiences.

**Cultivate understanding**

For real impact, a plan needs to include a strategic communications effort—one that informs and inspires. We help to clearly express the plan in a way that empowers participants and encourages community-wide support. From marketing material to web sites to social media, we leverage graphic design and collateral to educate stakeholders about the process while building emotional attachment to the plan.

**Advance prosperity**

Planning is about getting results. From the initiation of a project, we are focused on implementation. To get there, it takes envisioning what is possible, engaging at the grassroots and leadership levels, affirming direction, and developing a realistic action plan with clear implementation steps. To the extent a community’s prosperity is improved—individuals, business, institutions and government—so much else is possible.

### Select Planning Experience

- Aiken, South Carolina
- Allen County, Indiana
- Amherst, Massachusetts
- Athens-Clarke County, Georgia
- Cary, North Carolina (pre-planning)
- Charleston County, South Carolina (A)
- Cincinnati, Ohio (A)
- Clark County, Ohio
- Columbia, South Carolina (A)
- Decatur, Alabama
- Delaware, Ohio
- Dublin, Ohio (A)
- East Central Indiana
- Elkhart County, Indiana (A)
- Franklin, Tennessee
- Greenville, North Carolina
- Grove City, Ohio (A)
- Hyattsville, Maryland
- Lancaster County, Pennsylvania (A)
- Lee County, Alabama
- Loudon County, Virginia
- Metropolitan Washington Council of Governments
- Mobile, Alabama (A)
- Morgantown, West Virginia
- Richland County, South Carolina (A)
- Rockville, Maryland
- Upper Arlington, Ohio (pre-planning) (A)
- Valparaiso, Indiana (A)
- Wayne County, Ohio (pre-planning)

(A) Award-winning project

### Firm History

Planning NEXT, formerly known as ACP Visioning + Planning, is led by principal Jamie Greene, AIA FAICP—a nationally recognized leader in helping clients and communities to create a shared sense of purpose and place. Highlights from the firm's experience include:

### National recognition

Planning NEXT has produced over a dozen award-winning plans for clients throughout the United States, including Alabama; Florida; Hawaii; Indiana; Ohio; Pennsylvania and South Carolina. In addition to these state APA chapter awards, the firm's work has garnered two national awards from APA—including the 2014 Daniel Burnham Award for a Comprehensive Plan for Plan Cincinnati and the Excellence Award for Innovation in Economic Development & Planning for the East Franklinton Creative Community District Plan—and one national award from the Congress for the New Urbanism in 2013.

### Commitment to engagement

Planning NEXT has conducted record breaking community engagement events such as the largest public event in the history of Columbus, Ohio (nearly 2,000 participants at one town hall meeting) and management of its 230-member commission; the gathering of 19,000 ideas from New York City residents healing from the tragedy of September 11<sup>th</sup>; and perhaps the largest meeting in North Carolina, with over 800 participants, in the Town of Cary.

### Results orientation

Planning NEXT has a proven track record of creating visions and plans rooted in a community's values and unique character. Our legacy has been felt throughout the country—in Franklin Tennessee, which recently celebrated 15 years of success in implementation; in Charleston County, South Carolina, which has prospered as the cultural capital of the southern United States; in Manatee County, Florida, which has sustained a commitment carefully directing development while protecting its fragile natural resources; and in Upper Arlington, Ohio who's first comprehensive plan in 40 years led to a continued culture of planning (zoning code update, area studies and redevelopment plans).



ABOUT DPFG

Development Planning & Financing Group, Inc. (“DPFG”) is a national real estate consulting firm specializing in fiscal and economic impact analysis, public infrastructure finance, entitlement services, development feasibility analysis, and capital markets advisory services. As such, DPFG’s professional services are provided throughout the development process—from the project’s conceptual stage through its execution. Along with DPFG’s comprehensive financial, fiscal, and economic impact experience, the firm’s respected reputation with public and private sector decision-makers demonstrate DPFG’s capability as a strategic partner.

OUR SERVICES

In addition to calculating billions of dollars in economic impacts throughout the United States, DPFG provides a targeted range of services to both public and private sector clients:

- Economic Impact Analysis
- Impact Fees and Utility Rate Studies
- Tax Increment Financing
- Fiscal Impact Analysis
- Land Secured Public Financing
- Entitlement Services
- District Management Services
- Incorporation Feasibility Studies
- Synthetic Tax Increment Financing
- Capital Budgeting
- Special Service Districts
- Stewardship Districts and SRAs
- Cash Flow Feasibility/Investment Risk and Return Analysis
- Investment Analysis of Development Projects and Pro Forma Modeling

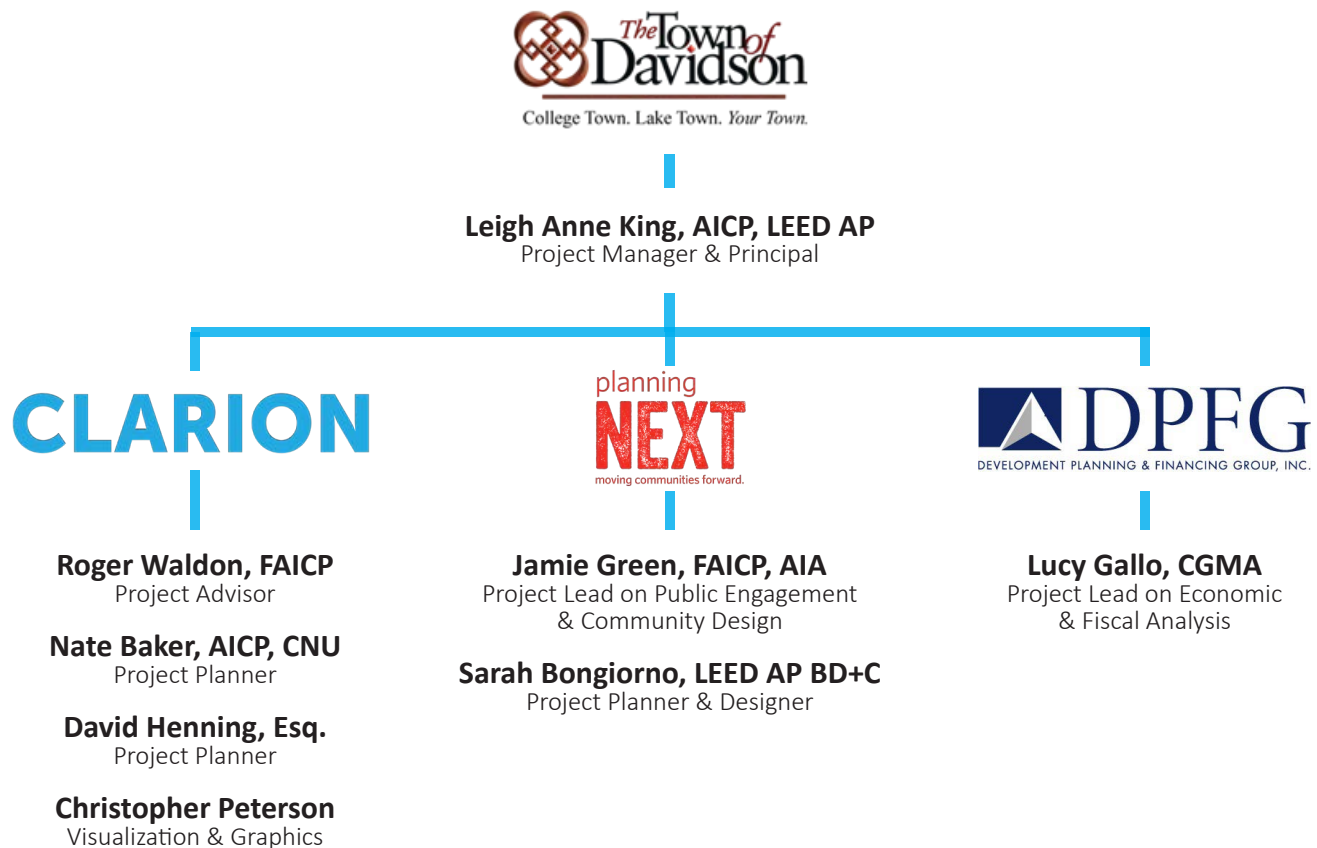


## B. Project Team

We understand that the most critical aspects of this Comprehensive Plan Update are strategic in nature: managing growth in Davidson with the backdrop of significant regional development pressures, planning for adequate infrastructure to serve future residents, enhancing transportation mobility, reinforcing placemaking objectives, maintaining fiscal health, and promoting a positive environment for community residents, visitors, and Davidson College staff, faculty, and students.

With that in mind, we have created a team that provides expertise in the core service areas Davidson will need to create a high quality long range plan: land use planning, public engagement, community design, historic preservation, town-gown planning, and fiscal and economic assessments of growth options.

The principals of our collective team have long-standing relationships on a professional and personal level. In short, we know how to work together and have a successful track record of collaborating to develop actionable plans for our clients.



## Clarion Associates

### LEIGH ANNE KING, AICP, LEED AP | PRINCIPAL

Leigh Anne King is a Principal and planner in Clarion's North Carolina office. With over 17 years of experience, Ms. King has served as project manager on a variety of public sector planning projects: comprehensive plans, land use plans, growth management plans, neighborhood plans, affordable housing implementation programs and ordinances, design strategies, zoning ordinance updates, and impact fee support studies. Most recently she has led development of several plans in the Southeast, including the Cary (NC) Community Plan, the Greenville (NC) Horizons 2026 Plan, and the Kannapolis (NC) Comprehensive Plan. She is currently leading planning efforts in Mooresville and Wake County, NC. Her primary focus is on project management, developing public engagement strategies, and development of policy frameworks and implementation strategies. She was the primary author of seven award winning plans in the Carolinas. She frequently speaks at national and state conferences on the topics of comprehensive planning, affordable housing, local food systems, and sustainability. She served as planner and lead author on the award-winning Iredell County Comprehensive Plan.



*Master of City and Regional Planning, University of North Carolina, Chapel Hill*

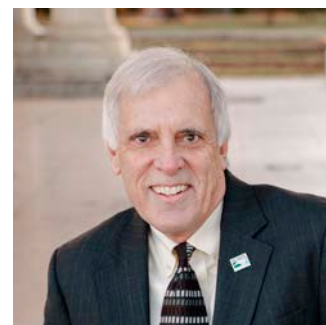
*Bachelor of Arts, University of Tennessee, Knoxville*

*American Institute of Certified Planners*

*LEED AP*

### ROGER WALDON, FAICP | SENIOR CONSULTANT

Roger Waldon is a Senior Consultant with Clarion Associates, based in Clarion's North Carolina office, working with cities and counties (24 communities to date) in preparing plans and ordinances. Mr. Waldon led development of award-winning Comprehensive Plans in Iredell County and the City of Wilson, NC. Recent projects include work on the Greenville, NC, Horizons 2026 Plan, the NC Capital Area Metropolitan Planning Organization (CAMPO) Southeast Area Study, the Mecklenburg Livable Communities Plan, and planning assistance for Go Triangle on the Durham-Orange County Light Rail Project. Mr. Waldon served as Planning Director for the Town of Chapel Hill for 21 years, directing the Town's comprehensive planning and growth management functions, where he was described by the American Planning Association as "one of the nation's leading planning practitioners." His work has emphasized neighborhood conservation and growth management, including preparation of land use plans and special area plans, preparation and administration of design guidelines, transportation planning, annexation, capital improvements, housing and community development initiatives, evaluation of development applications, and writing zoning ordinances. Prior to his work for Chapel Hill, Mr. Waldon worked on regional initiatives as Director of Planning Programs for the Triangle J Council of Governments, a



*Master of City & Regional Planning, University of North Carolina Chapel Hill*

*Bachelor of Science Urban Studies & Planning MIT, Cambridge*

*American Institute of Certified Planners, Fellow*

regional planning organization based in the Research Triangle Park, North Carolina. He has also served as an elected official on the Chapel Hill-Carrboro Board of Education. Mr. Waldon is a frequent speaker at state and national planning conferences, and has lectured on planning topics at Universities in Massachusetts and North Carolina. His writing includes articles on planning processes and neighborhood conservation, and a book published by the American Planning Association, *Planners and Politics*. He is a Fellow of the American Institute of Certified Planners, and recognized as one of the Top 25 Most Influential Planners in the 50 year history of planning in North Carolina. He was recently honored with a Professional Achievement Award for significant contributions to the planning professional by the North Carolina Chapter of the American Planning Association.



*Master of City and Regional Planning, University of North Carolina, Chapel Hill, NC*

*Fulbright Research Fellow Belo Horizonte, Brazil*

*Bachelor of Science Urban and Regional Studies, Cornell University, Ithaca, NY*

*American Institute of Certified Planners*

**NATE BAKER, AICP, CNU-A | ASSOCIATE PLANNER**

Nate Baker brings to Clarion skills in sustainable, comprehensive, and neighborhood planning. His work focuses on developing future land use frameworks that integrate market realities, a community’s vision for character and design, and economic aspirations. Mr. Baker has recently worked on several projects to develop land use and character frameworks, including the Kannapolis, NC, Comprehensive Plan, the Cary, NC, Community Plan, and the Graham, NC, Comprehensive Plan. Mr. Baker also assists with development ordinances, and has a unique understanding of the translation between land use plans and zoning ordinances. He is currently working on the update to the State College, PA (Penn State) Zoning Ordinance. He leads the firm’s work on strategic analytics that inform policy development of client plans. Mr. Baker previously worked as a planner in El Paso, Texas, where he was a case manager for large subdivision projects, contributed to long term land use and transportation plans, and worked with the Planning Commission to write new development regulations and implement the newly adopted comprehensive plan. Since then he has contributed to multiple comprehensive plans, conducted research on development regulations, and performed urban growth analyses. He was awarded a Fulbright Research Fellowship in 2016 to study regional planning and interjurisdictional collaboration. Through his work, Mr. Baker seeks to help communities achieve safe, affordable, sustainable, resilient, and vibrant growth. Mr. Baker is fluent in Spanish and Portuguese and has helped communities provide outreach to Hispanic and Latino populations.

## DAVID HENNING, ESQ. | ASSOCIATE PLANNER

David Henning is a planner and lawyer serving as an Associate with Clarion's Chapel Hill office. Most recently, David has worked on plans for Cary, NC, and Greenville, NC; zoning ordinances in Apopka, FL, Prince George's County, MD, and Richland County, SC; and a workforce housing study for Monroe County, FL. During his education he contributed to a vision plan for Chelsea, Massachusetts, including extensive community engagement, and developed a strategic framework for preservation and planning along the riverfront for Agra, India. Other projects delved into zoning, area planning, resilience, and affordable housing. Prior to his planning work, Mr. Henning performed agency monitoring for an environmental law firm in his home state of Florida. His academic projects have been recognized by the American Planning Association and the U.S. Department of Energy.



*Master in Urban Planning,  
Harvard University,  
Cambridge, MA,  
Juris Doctor (Cum Laude)*

*Environmental Certificate Florida  
State University, Tallahassee, FL*

*Bachelor of Science, Civil  
Engineering, Northwestern  
University, Evanston, IL*

## CHRISTOPHER PETERSON | MARKETING & GRAPHICS COORDINATOR

Christopher Peterson serves as the Marketing and Graphics Coordinator for Clarion's Chapel Hill team. Chris holds a diverse background in both Communication Sciences, focusing on public relations, and Geospatial Science, focusing on GIS and remote sensing applications. Chris assists the team with various public engagement products including developing project websites, graphic design, 3D renderings, document design, GIS mapping, and drafting. In the Spring of 2017, Chris assisted the Town of Mooresville with reformatting and organizing the Town's current zoning code. After work was completed, Chris provided on site training for Town staff to maintain their zoning ordinance. Prior to joining Clarion, Chris worked with a civil engineering firm in Blacksburg, VA. There Chris performed similar duties with marketing, graphic design, and GIS applications. Chris was also highly involved with planning and participating in public meetings on multiple civil engineering projects. Other previous work experience includes working for as a contractor on the Norfolk Naval Base and with the U.S. Army Corps of Engineers aboard an oceanographic surveying vessel, charting waterways in and around the Chesapeake Bay.



*Bachelor of Science,  
Geospatial Science, Radford  
University, Radford, VA*

*Bachelor of Science,  
Communication, Radford  
University, Radford, VA*



*Masters of Urban and  
Environmental Planning,  
University of Virginia*  
*Bachelor of Science in Architecture,  
The Ohio State University*  
*Fellow of the American Institute of  
Certified Planners (FAICP)*  
*Registered Architect*



*Masters of Urban Design,  
Columbia University*  
*Bachelors of Architecture, Ball  
State University*  
*NCI Charrette System, National  
Charrette Institute*  
*LEED Accredited Professional:  
Building Design and  
Construction, USGBC*

# Planning NEXT

## JAMIE A. GREENE, AIA FAICP | PRINCIPAL

Jamie’s top priority is always to complete the mission and achieve outstanding results. Perhaps that comes from his time as an Army officer. It’s his passion for communities, however, that drives him and our work. As hands-on principal of our practice, Jamie spent the past 20 years being inspired by the voices and commitments of the communities we serve. Today he strives to help communities of all sizes and conditions answer their most fundamental question: “What’s next?”

Jamie has presented the work of Planning NEXT at many national, regional and local conferences, including: American Planning Association (APA), America Institute of Architects, Society of College and University Planners, and Railvolution. He has served as an adjunct faculty member of the Knowlton School of Architecture at The Ohio State University. Among other professional and civic activities, Jamie serves on the Collaborative Brand Marketing Committee for central Ohio, an extensive multi-year effort designed to advance the identity and prosperity of the region.

## SARAH BONGIORNO, LEED AP BD+C | SENIOR PROJECT MANAGER

When it comes to creating momentum and movement, Sarah knows a thing or two. Our clients say she “keeps the train running on time.” We say she’s not only well organized but positively passionate for design and quality places. Which explains why Sarah is able to simultaneously make every client feel like our only client while leading a range of civic initiatives.

In addition to her work with Planning NEXT, Sarah has served as an adjunct faculty member of the Knowlton School of Architecture at The Ohio State University. She also recently served on several committees for the Center for Architecture and Design including Design Week[s] and coordinated the Center’s Camp Architecture youth program. Sarah holds a Masters of Science of Architecture and Urban Design from Columbia University and a Bachelors of Architecture from Ball State University.



## DPFG, Inc.

### LUCY GALLO, CGMA | MANAGING PRINCIPAL, SOUTHEAST REGION

Lucy Gallo is the Managing Principal of the Southeast Region of DPFG and provides fiscal and economic impact analysis, real estate market analysis, benefit/cost modeling and public infrastructure finance (impact fees, tax increment financing, and special assessment districts) advisory services for urban development, redevelopment and comprehensive planning projects. With significant experience in community revitalization initiatives, Lucy has served as a lead fiscal consultant for numerous large-scale economic development and public/private partnership engagements.

Lucy understands that meaningful economic and fiscal impact analyses can successfully bridge the gap between traditional planning and economic reality to forge a cooperative, comprehensive community planning process. Over the years, she has assisted a diverse cross-section of communities, ranging from small towns and rural counties to large urban cities, with fiscal and economic analyses to evaluate important land-use planning initiatives. Regardless of the community's size, the goal of each engagement has been to address pertinent issues and concerns regarding long-term fiscal sustainability.

The ultimate goal of every modeling assignment is to help local governments, and their constituencies, in carrying out fiscal stewardship. Lucy's financial models are designed with utmost transparency; an approach that distinguishes her work in its field. Her studies have been subjected to the highest level of peer review, and those reviews consistently conclude that her approach to impact analysis is both thorough and comprehensive.

Lucy often collaborates with the UNC-Chapel Hill City and Regional Planning Department and the UNC School of Government on fiscal and economic impact related research, projects and publications.



*B.S., Accounting, University of  
South Carolina*

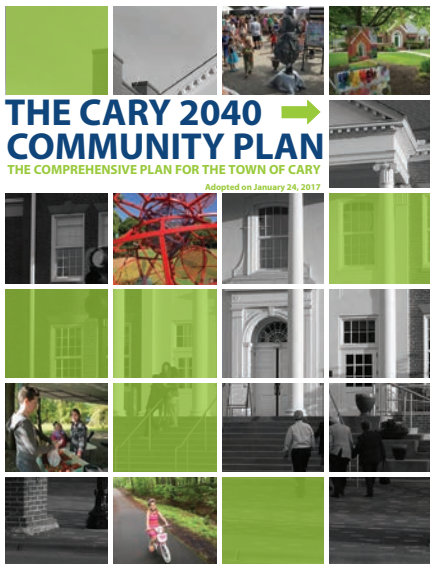
*Organizational Development  
Certificate Program, UNC*

*CGMA - Chartered Global  
Management Accountant*



## C. Our Collective Project Experience

## Clarion's Experience



Check out the award-winning plan online  
at: [http://www.townofcary.org/projects-  
initiatives/cary-community-plan](http://www.townofcary.org/projects-initiatives/cary-community-plan)

## CONTACT

Jeff Ulma,  
Former Planning Director for  
Town of Cary  
(p) 843.884.1229  
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# CARY, NC | CARY COMMUNITY PLAN (COMPREHENSIVE PLAN)

The Town of Cary has for decades been one of the premier communities in North Carolina and the Southeast, and is increasingly being recognized as one of the best places to live in the country. To address changing planning conditions, market preferences, and regional transportation initiatives, the Cary Town Council commissioned a complete review of all plans and the creation of a new comprehensive Community Plan. Clarion in partnership with PlanningNEXT was hired to lead a multidisciplinary team to prepare the Phase 1 Charter document (“the plan for the plan”), and to lead the multi-year Phase 2 effort to develop the Cary Community Plan. *The Cary 2040 Community Plan* is shaped by the most robust public engagement process in the Town’s history that integrated technical analysis and community values.

This process included development of a character-based approach to land use planning, providing greater flexibility for actual land uses and more guidance regarding the design and place making components to help guide new development and redevelopment. In addition to the town-wide land use and character plan, the plan included five special area plans, including the prominent Eastern Cary Gateway- the location of one of the last significant undeveloped areas with Interstate 40 interchange access in the Town.

The planning process included an in-depth integration of the updates to the Town's Comprehensive Transportation Plan and the Town's Land Use Plan. This included both high level testing of the Town's long range transportation plan to support the town-wide vision for future growth, and small area planning to create coordinated transportation and land use solutions that support community character objectives. The plan was unanimously adopted by the Cary Town Council January, 2017. The plan won a special recognition award by the North Carolina Chapter of the American Planning Association at the 2017 state conference.



## KANNAPOLIS, NC | MOVE KANNAPOLIS FORWARD COMPREHENSIVE PLAN

The Move Kannapolis Forward 2030 Comprehensive Plan builds off of the recent public and private investments transforming the former mill town and envisions a City where the strength of its historic heritage, growing connections to Charlotte, and burgeoning industries including high performance racing teams and medical research are harnessed for economic and environmental resilience in a way that is inclusive of all community members.

Outreach was a critical component of the planning process and public engagement took place via attendance at multiple community gatherings, discussions at local businesses, feedback at large public meetings, and online using social media and surveys. The plan established new direction for creating mixed use urban centers, revitalizing corridors, preserving the historic mill village neighborhood, prioritizing infrastructure in distressed areas, growing smart on the edges, and integrating high quality green space.

A key phase of the planning process included evaluating relationships between the draft Conceptual Growth Framework and Future Land Use and Character maps and proposed transportation system improvements. The analysis used the Metropolitan Regional Travel Demand Model as a screening tool and considered current conditions and opportunities for expanding multimodal infrastructure and enhancing connectivity, safety, aesthetics, and access management for all travel modes. The team also supported downtown revitalization by identifying the City's pressing parking, transit, and passenger rail needs and included tools for improving transit services.



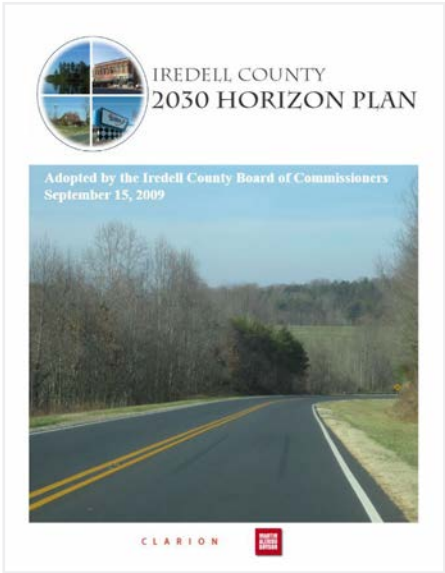
Check out the Move Kannapolis Forward plan at [www.kannapolisnc.gov/MoveForward](http://www.kannapolisnc.gov/MoveForward)



### CONTACT

Zac Gordon, Planning Director  
City of Kannapolis, NC  
(p) 704.920.4350  
(e) [zgordon@kannapolisnc.gov](mailto:zgordon@kannapolisnc.gov)





**CONTACT**

Ron Smith, Former Planning Director  
Iredell County, NC  
(p) 704.48.2703  
(e) rsmith@centralina.org

**NCAPA AWARD-WINNER**

In 2010, the Comprehensive Plan was awarded the NC Outstanding Planning Award for the Large Community category by the North Carolina Chapter of the American Planning Association.

**IREDELL COUNTY, NORTH CAROLINA | COMPREHENSIVE PLAN**

Clarion Associates was hired by Iredell County, North Carolina, to develop the first county-wide comprehensive plan. Located just north of Charlotte and within the metropolitan planning area, the county has become home to many large regional employers because of its excellent regional transportation infrastructure, picturesque lakefront properties on Lake Norman, and affordable cost of living. Iredell is often called the “Crossroads to the Future” due to Interstates 40 and 77 connecting in the center of the county in the City of Statesville. These key assets have resulted in a growth pattern that has moved northward from Charlotte along I-77 and outward from the edges of the county’s southern towns: Mooresville, Troutman, and Statesville.

The plan framework built off plans developed by the towns and the county and established new urban service areas around the towns where formal agreements are needed. The plan included a new policy for extending extraterritorial jurisdiction to the municipalities, a formal policy approach for protecting northern rural and agrarian areas, updates to the county’s zoning ordinance, and other policy, funding, and educational initiatives.

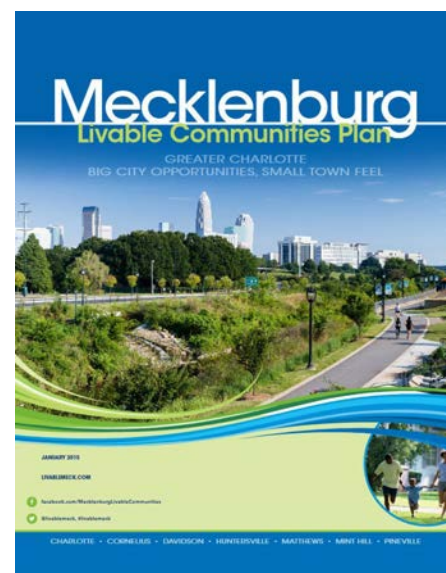
Because of the vast expanse of the planning area, Clarion worked with the county to develop a public participation approach that focused within four different geographies in the county. Public meetings and outreach were tailored to meet the needs and interests of these specific geographic stakeholders. Targeted public engagement garnered support for the plan which was adopted in the fall of 2009. The plan was awarded the NCAPA Marvin Collins Planning Excellence Award for a Large Community in 2010.



## CHARLOTTE-MECKLENBURG, NC | LIVABLE COMMUNITIES PLAN

The Charlotte NC metropolitan area is a rapidly growing center of commerce and culture, nationally and internationally, made up of a network of individual communities. Eight local governments came together to construct a Livable Communities Plan. Clarion Associates, teamed with ICMA, worked with Mecklenburg County, Charlotte, Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pine Level to prepare the Mecklenburg Livable Communities Plan. The team prepared a plan with a unified vision for the future, and a set of collaborative strategies and actions. The project included review of existing plans, programs, and policies currently in place in each of the eight jurisdictions, to identify common themes and strategies. A focus was to highlight areas where the current work of individual local governments can be better coordinated to achieve collaborative outcomes, and to highlight gap areas where new initiatives and discussions are needed.

Clarion prepared the evaluation of local plans, policies and programs, and assisted in designing/implementing an extensive community outreach effort to identify issues and test the viability of proposed new strategies. Outreach included community workshops, stakeholder meetings, presentations to elected governing boards, an interactive website, and use of social media. The completed Plan includes a Vision, Guiding Principles, Strategies, and Recommended Actions. The Actions identify implementation partners and performance measures to be able to monitor success over time. Implementation of the Plan is underway.



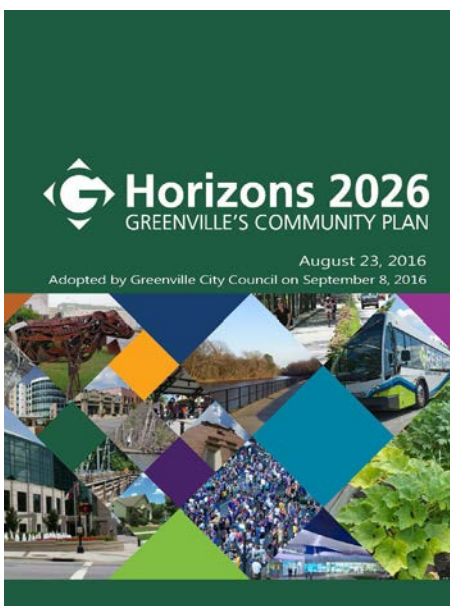
### CONTACT

Rob Phocas, Director of  
Sustainability  
City of Charlotte  
(p) 704.336.7558  
(e) rphocas@ci.charlotte.nc.us



### CONTACT

Thomas Weitnauer  
Interim Community  
Development Director  
(p) 252.329.4511  
(e) [tweitnauer@greenvillenc.gov](mailto:tweitnauer@greenvillenc.gov)



## GREENVILLE, NC | COMPREHENSIVE PLAN UPDATE (HORIZONS 2026 PLAN UPDATE) AND SPECIAL AREA PLANS

Where will the next 40,000 residents of Greenville live, work, and play? That is the critical question that was evaluated as part of the Horizons 2026 Plan update. In 2015, the City of Greenville hired the Clarion Associates team, including PlanningNEXT, to help shape the update to the city's comprehensive plan. Taking a new tailored approach, the Horizons 2026 planning process melded traditional land use planning with best practices for urban design and place making to develop a future growth framework for Greenville.

The thematically based plan was also designed to streamline the policy framework to make it more user-friendly and to create a strategic implementation approach that will allow the plan to guide future city actions and investments. This framework is now used to annually update the city's Strategic Plan.

Citizens, stakeholders, a leadership roundtable, and the Comprehensive Plan Committee actively engaged in the development of the plan. From the very beginning of the project, community members participated in various public engagement opportunities such as the Workshop for Our Future kickoff event, an online survey on community interests and values, a leadership roundtable breakfast meeting, the How Will We Grow? public workshop series, and nine Comprehensive Plan Committee meetings.

The new Horizons Plan also included four special area plans, including a plan for the northernmost section of the future Southwest Bypass Corridor. These area plans set out the planning influences, community aspirations, land use planning guidance, design and capital planning strategies for these key locations in the city. The Southwest Bypass Area Plan was unique in that it embraced a potential future planning effort for the corridor that would include all regional partners, and set out aspirations for this multijurisdictional effort.

The plan and the area plans were unanimously adopted without any public dissenting opinions by the City Council in the fall of 2016. A copy of the adopted plan can be found on the City's website: [www.greenvillenc.gov](http://www.greenvillenc.gov).

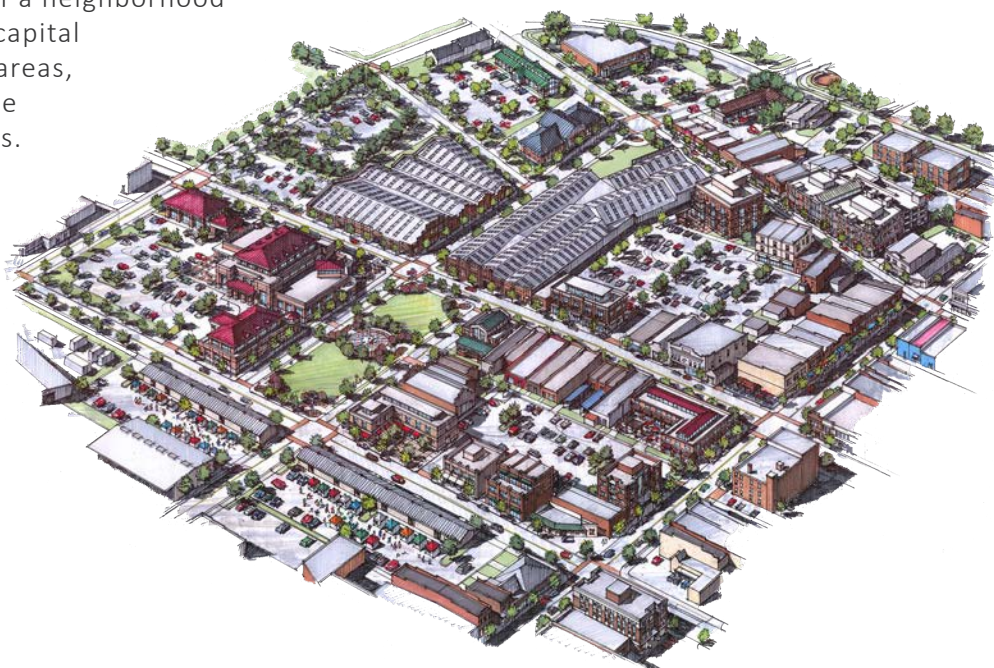


## WILSON, NC | COMPREHENSIVE PLAN

Clarion Associates worked with Wilson, North Carolina, in 2008 to develop the city's first comprehensive plan. Located east of Raleigh on the edge of the Research Triangle region, Wilson was once the world's leading producer of golden leaf tobacco. The city has made great strides to adapt to the new economy but is challenged by disinvestment in the central city, the need to improve education and job skills of its citizens, declining inner-city neighborhoods, and aging commercial corridors with high vacancy rates. These challenges have resulted in a market draw to the northeast toward Raleigh and away from the historic core.

Building off a county-wide Wilson 20/20 Vision initiative, Clarion worked with the city to develop a new comprehensive plan that focuses on "One Wilson, Growing Together." To ensure that the plan was developed with direction from a broad-base of stakeholders, a four-tiered public engagement system was developed including a Steering Committee, a Plan Forum, the city's Leadership Team, and opportunities for the general public to engage in the process. Public events included a Symposium of Ideas kickoff event, two community design charrettes, and presentations of new policies and implementation strategies at key points in the process.

A multitude of new initiatives, planning approaches, and community investments were identified for Wilson. Key outcomes of the planning process include a focus on using sustainable development principles to promote compact growth and focused reinvestment in downtown, coordination with the county to develop a tiered development fee system to focus growth to the center city, establishment of a neighborhood planning process, targeted capital improvements to declining areas, and sustainable performance standards for city operations. The plan was adopted in the spring of 2010.



### CONTACT

**Rodger Lentz**  
 Director of Planning &  
 Development Services  
 City of Wilson, NC  
 (p) 252.399.2210  
 (e) [rlentz@wilsonnc.org](mailto:rlentz@wilsonnc.org)

### NCAPA AWARD-WINNER

Following its adoption in the spring of 2010, the Comprehensive Plan was awarded the NC Outstanding Planning Award for the Small Community category by the North Carolina Chapter of the American Planning Association.

ADDITIONAL CLARION PROJECT EXPERIENCE

Clarion’s planning professionals are currently engaged in efforts to develop plans for Mooresville and Wake County, NC. In addition to the previous selected comprehensive plan experience, we provide here additional plans Clarion has prepared for Southeastern clients.

- Camden County, NC | Comprehensive Plan\*\*
- Chapel Hill, NC | Neighborhood Conservation Districts
- Culpepper, VA | Comprehensive Plan\*\*
- Eastern Orangeburg County, SC | Sustainability Study\*\*
- Emerald Isle, NC | Small Area Plan
- Fredericksburg, VA | Comprehensive Plan
- James City County, VA | Strategic Plan
- Johnston County, NC | Comprehensive Plan
- Manassas, Virginia | Comprehensive Plan
- Orange County, NC | Comprehensive Plan
- Richland County, SC | Comprehensive Plan\*\*
- Union County, NC | Comprehensive Plan
- Wake Forest, NC | Northeast Area Plan
- Washington, NC | Comprehensive Plan
- Waxhaw, NC | Comprehensive Plan
- Western Union County, NC | Local Area Regional Transportation Plan

\*\* Received award from APA State Chapter or National Organization

# Planning NEXT's Experience

## Fairgrounds to Future Vision

CITY OF DAYTON, OHIO / PLANNING NEXT



### REFERENCE

#### Dori Spaulding

Project Manager,  
Fairgrounds to Future (former)  
300 College Park  
Dayton, OH 45469  
(937) 229-2064  
dorispaulding@gmail.com

**Project website:** <http://fairgroundstofuture.org>

Premier Health and the University of Dayton are anchor institutions in the region with strong traditions of service and giving back to the Dayton community. Planning NEXT was selected by the two institutions to develop a vision for 38 acres on Dayton's South Main Street, the former home of the Montgomery County fairgrounds. This project was a once-in-a-generation opportunity to establish a vision that would serve the missions of the two anchors, align development of the 38 acres with downtown revitalization, and serve the broader interests of the Dayton community.

**Interactive Engagement.** The planning process kicked off in the fall of 2017 and is ongoing. Planning NEXT facilitated engagement workshops that included smartphone polling, paper surveys, and interactive stations where community members could talk with consultant team members. Online engagement opportunities were offered following each workshop. Over 850 people were engaged offering ideas, feedback and comments during the process.

**Historic Structure Restoration.** The 38-acre fairgrounds site contained a historic Roundhouse structure that dated back to the 1800's. During engagement efforts, the public indicated a strong desire to retain the Roundhouse, so the final vision considered plan for restoration of the structure. With implementation of the plan, the Roundhouse has potential to serve as an important community gathering space within the site where all people feel welcome to enjoy the historic landmark.

**Realistic Implementation Initiatives.** In addition to the final vision document, Planning NEXT has continued to work on vital implementation activities. During the process, a technical analysis was completed to translate development opportunities into realistic and financeable implementation initiatives. A physical assessment considered existing conditions and infrastructure needs. The planning team is currently working to develop an implementation manual as well as an investment prospectus and developer package.



Redevelopment Area Plans

CITY OF INDEPENDENCE, OHIO / PLANNING NEXT



REFERENCE

**Jeremy Rowan**  
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Independence is a suburban community in the Cleveland region. While the city is mostly residential, four business districts developed during a period of regional growth and suburban expansion, ensured a long period of fiscal health and enviable quality-of-life. As these areas have begun to show their age and face growing competition for business in a struggling region, Planning NEXT helped the city create an Economic Development Strategic Plan to reassess its approach to economic development. With planning NEXT’s help, the city is now implementing the strategic plan by creating Area Plans to improve the competitiveness and viability of the city’s non-residential districts and in so-doing strengthen the city’s quality-of-life.



**Public Enthusiasm.** Community workshops brought approximately 200 people together to focus on key questions, such as how the city can leverage its non-residential land to generate revenue and how it can ensure the continued delivery of services and the maintenance of facilities.

**Plans For Five Areas.** The area planning effort developed distinct plans for five non-residential areas. The largest of these areas is the 1,000-acre Rockside Road area, home to nearly 1,000 businesses, 21,000 jobs, and approximately 4 million sqft. of office space. The Rockside Road effort brought Independence and the neighboring City of Seven Hills together in an unprecedented way to form a mutually-beneficial plan. The plan for Rockside Road will strengthen the district as a fiscal asset for both cities, and build a framework for a more dynamic and vibrant neighborhood for workers and residents alike.

## Envision Athens

ATHENS-CLARKE COUNTY, GEORGIA / PLANNING NEXT



### REFERENCE

#### Blaine Williams

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Unified Governments of Athens Clarke  
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**Project website:** <http://envisionathens.org>

Athens-Clarke County, Georgia is a diverse and dynamic community that was experiencing demographic changes, including an increase in residents over 65 and a growing population. Home to the University of Georgia, the local economy benefits from its position as a university town. At the same time, the community is in transition, with a decline in manufacturing and the growth of the health care sector. The number of families living in poverty has been steadily rising. To ensure the community was prepared for this growth and change, a team led by Planning NEXT was engaged to help the community envision the future through a strategic Action Agenda. This process, Envision Athens, addressed core community issues to ensure future growth takes advantage of Athens-Clarke's assets and potential.

**Vital Public Engagement.** Envision Athens kicked-off in January 2016 and was guided by a 38-member Steering Committee. Public outreach and engagement was vital throughout the process. A series of publicized workshops attracted more than 600 participants and resulted in 4,000 unique comments and ideas. These meetings were coupled with 23 focus group interviews and a two-day stakeholder workshop. The themes derived from this input served as the foundation for the action plan and informed the community's ten goal statements. For the Community Summit, more than 250 people gathered to hear about major revelations of the process and affirm the plan's early direction.

**An Aspirational Plan.** The final plan was aspirational and represented the ideas of thousands of citizens and stakeholders. The Action Agenda prioritized projects, policies, and programs selected through the process. In five topical chapters, it addressed pressing challenges and key opportunities related to: land use, environment, neighborhoods, housing, agriculture, economic development, education, health, safety, social services, arts and culture, civic engagement, transportation, and infrastructure.

**Making It Happen.** During the process, Envision Athens team members began meeting with core institutional partners to discuss implementation activities. These partners have since met to finalize an agreement, two-year budget, and scope of work for implementation; and Planning NEXT has been re-engaged by Athens-Clarke County to assist with these implementation efforts.



ValpoNEXT Vision Process

CITY OF VALPARAISO, INDIANA / PLANNING NEXT



REFERENCE

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Valparaiso is a small but prosperous and growing community in the Chicago Region and home to Valparaiso University. The city has been proactive and deliberate in planning for its future (being the first Indiana community to adopt a comprehensive plan) and in following through on those plans. This legacy is evident in the city’s vibrant downtown, diverse and well-maintained neighborhoods, highly regarded park system, improving transportation system, and fiscal health. To make Valparaiso even better in the future, the city undertook its first community-driven effort to create a long-term vision and action plan.

AWARD

ValpoNEXT received the 2015 award for outstanding public outreach from the Indiana Chapter of the APA.

**Extensive Publicity and Outreach.** A large and diverse citizen steering committee was appointed to guide the process and substance of the vision. They branded the effort ValpoNEXT and helped conduct a publicity campaign that included traditional and online media, as well as personal word-of-mouth outreach.

**An Engaged Community.** At the first public event, over three nights in February, nearly 300 people braved sub-zero temperatures to think big about making their community even better. Over the entire course of the process, multiple face-to-face public workshops, small focus groups, as well as online activities reached over 880 people and gathered 2,090 pieces of input.

**Broad Support.** Following the one-year planning process, Valparaiso City Council approved the ValpoNEXT Vision Plan. A large number of community members turned out for the hearing and many spoke with glowing praise about the plan and the extensive community outreach process that led to its adoption. The final plan sets forth a vision statement and nine initiative areas that organize 43 actions (projects, programs or policies) that will advance the initiatives.



## Vision, Comprehensive Plan Update, Urban Design Plans

CITY OF UPPER ARLINGTON, OH / PLANNING NEXT



### REFERENCE

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Upper Arlington is a mature, first ring suburb in the Columbus region, well known for excellent schools, high quality residential areas, and proximity to The Ohio State University and downtown Columbus. The City, which occupies 10 square miles, is fully developed and there is virtually no way to grow via annexation. Further, it has very little land in commercial use and no industrial land. Upper Arlington had not undertaken a comprehensive planning process in nearly 40 years when it hired Planning NEXT to facilitate a vision and create a physical plan that reflected community needs and aspirations.

**Robust Citizen Participation.** Hundreds of citizens participated in the process that resulted in nearly 900 ideas, a goal for each element of the comprehensive plan, and a consensus on the future of land use.

**Extensive Planning Effort.** This extensive planning effort focused on redeveloping existing commercial areas in the community with greater intensity and mix of uses – especially office use. These areas—predominately retail uses only—offer the best opportunity for the City to broaden its tax base through economic redevelopment and to improve the overall community appearance and quality of life.

**Commitment to Implementation.** As tribute to the community's understanding, support, and commitment to implementation, in less than a year after adopting the Master Plan, Upper Arlington became one of the first communities in Ohio to adopt a unified development ordinance (UDO). Redevelopment in the target areas has been ongoing since the plan's adoption. According to the City's annual report, "commercial (construction) activity skyrocketed to an astounding \$39.9 million" as compared to slightly more than \$10 million five years earlier—prior to the study area plans.



## D. Services Offered

Our multi-disciplinary team will provide the Town of Davidson with the spectrum of planning services needed to update the plan. We understand that the Mobility Plan may be incorporated into the Comprehensive Plan, and may need additional work to support the land use and character direction provided in the plan. Our breadth of experience includes several planning processes where we have developed transportation recommendations that align with land use planning and we have worked to incorporate comprehensive transportation plans into community comprehensive plans. We worked with Alta Planning on the Cary Community Plan and are ready to coordinate with Wade Walker and his team if we are offered the chance to work on this planning effort.

Our team's approach to collaboration is based on efficiently leveraging the unique skillsets of our team members to advance the planning work for our clients. As you can see from the table on the next page, our team professionals have overlapping skillsets, which allows us to innovate during our projects. For the purposes of guiding work, we set out the following plan for delivering services to Davidson.

**Project Management** - Leigh Anne King of Clarion Associates will provide day-to-day project management services, contract management, overall supervision of work flow, and monthly status reporting to the Town's project management staff. Key products will include the Project Management Plan, weekly or biweekly project management calls, and monthly project status reports.

**Comprehensive Planning** - Clarion Associates will lead the comprehensive planning process, including assessing current policy direction, engaging the Plan Advisory Committee in policy discussions, researching best practices to key planning issues, and managing the drafting and review process. We incorporate several other service areas as part of this work, including our knowledge of planning and code development for more than 100 communities around the nation, North Carolina planning law, graphic design, visualization of planning concepts, and geospatial mapping. Key products will include a Community Snapshot Report, reporting back to staff and the Plan Advisory Committee on best practices on salient topics, and multiple drafts of the comprehensive plan.

**Public Engagement** - PlanningNEXT led by Jamie Greene and supported by Sarah Bongiorno will lead work on public engagement, including website development, development of online engagement activities, leading the work of the citizen-based Publicity and Outreach Committees, designing the engagement strategies to get answers to hard questions in fun and engaging ways, and work with the Town's Public Information Officer to define the messaging for the project. Clarion Associates staff will assist with "boots on the ground" support at local public intercept events and workshops.

**Community Design** - PlanningNEXT will leverage their firm's architectural and urban design training and experience on other projects to further refine the design-based planning direction set by the Town. This will include development of conceptual future growth alternatives for a Town design charrette, and specific guidance to be incorporated in the plan on critical design requirements that can be translated later into code-based design standards.

**Market, Economic, and Fiscal Analysis**- Lucy Gallo of DPFPG will assess the market and economic influences that could affect Davidson's future, and will evaluate the current fiscal balance achieved by the Town and how this structure may fare against different future growth alternatives. This will provide a fundamental understanding for fiscal realities that certain growth choices may lead to and will help to more fully inform citizens about growth choices and their tradeoffs and impacts. These assessments will be incorporated into the Community Snapshot Report.

**Strategic Plan**- Clarion Associates has experience preparing strategic plans for communities and will take this approach to develop the implementation plan for Davidson. This work will focus on prioritizing and developing a specific work plan for Town staff and clarifying funding needs for the Town government. The result will be a guidebook that will align with the Town's current Strategic Plan and can be used annually to update efforts and funding priorities in a coordinated, purposeful, community-based manner. Direct linkages to the Town's budgeted process and CIP will be critical.

	CLARION					planning <b>NEXT</b> moving communities forward.		DPFG
	Chapel Hill, NC					Cincinnati, OH		Raleigh, NC
								
	Leigh Anne King	Roger Waldon	Nate Baker	David Henning	Chris Peterson	Jamie Green	Sarah Bongiorno	Lucy Gallo
Project Management	✓	✓				✓	✓	✓
Public Engagement	✓	✓	✓	✓	✓	✓	✓	✓
Comprehensive Planning	✓	✓	✓	✓	✓	✓	✓	✓
Graphic Design & Mapping	✓		✓	✓	✓		✓	
Market & Economic Analysis			✓					✓
Fiscal Analysis								✓
Urban Design		✓	✓	✓		✓	✓	
Strategic Planning	✓	✓						
Scenario Planning	✓	✓	✓			✓	✓	

# E. Project Understanding and Scope

## Project Understanding



People love Davidson. Residents, visitors, commuter-employees, retirees, students, families, planners, academicians, designers, artists, authors, people of all persuasions-- enjoy the high quality of life offered by this community, and appreciate the history and culture that brought Davidson to where it is today. Truly a unique community, the Town of Davidson is a model studied by government leaders throughout North Carolina, the nation, and internationally.

There are many reasons to help explain the vibrancy of this place. Certainly the influence of Davidson College is a primary component of today's town-gown culture. The history here is important: starting with the founding of the College in 1837, the Davidson community grew up around the campus, with the Town of Davidson eventually becoming incorporated and gearing up to provide governance and municipal services. Lake Norman was created in the early 1960's, with an original purpose of providing water supply and flood control, and quickly became a destination. Growth in the 1960's and the building of I-77 expanded access and opportunities, and by the year 2000 the Town was facing rapid growth and a change in population, with more retirees and fewer people directly connected to the College. The challenges of finding new ways to maintain a sense of identity and community were significant.

Davidson's role in the Charlotte-Mecklenburg region has also been evolving, and regional trends in economic growth, population growth, land use patterns, and transportation/mobility enhancements have had a major impact on the Town. Ongoing efforts to coordinate plans and policies among Mecklenburg County's nine municipalities have been extensive and continue to be pursued.

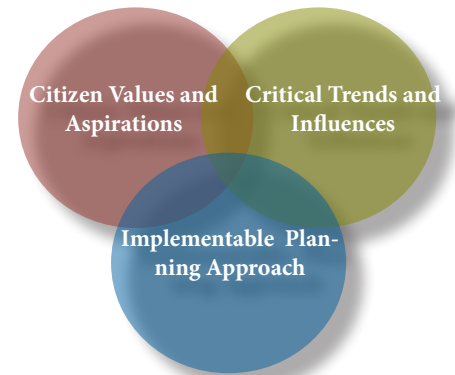


Davidson's response to these dynamics of change has been to focus on quality, culture, innovation, and community character. Planning with an emphasis on design and civic engagement has been a hallmark of the Town's approach to growth. The rich array of plans and policies developed since 2000 have played a central role in guiding development, and the benefits of that purposeful approach to maintaining community character are clear.

We note this history because it is critically important to understand what has taken place in the Town and the region so far in order to plan purposefully for the next chapter. This new Comprehensive Plan will be focusing on where Davidson has been, where it is today, where it wants to be, and how it intends to get there. It needs to build on the foundation provided by past and recent plan, policy, and strategy initiatives, and hold true to the Town's commitments to high quality design, community character, and robust public engagement. The Town, region, state, and the world are moving along a path accompanied by dramatic changes. This new Comprehensive Plan needs to identify and address the challenges and opportunities, bringing together residents and stakeholders to craft a community-endorsed plan for moving forward.

We understand the challenges and opportunities because our consultant team has a familiarity with Davidson, familiarity with regional and national emerging trends, and direct experience with focusing on design-oriented strategies constructed via public engagement. We have been working with Mecklenburg communities, and most recently participated in development of the Mecklenburg Livable Communities Plan. We have worked in college towns throughout North Carolina and the Southeast. Members of our team speak regularly at state and national planning conferences to call attention to emerging themes and changes affecting US communities. We have helped communities prepare award-winning design-based comprehensive plans. And we have used an extensive toolkit of public engagement techniques to achieve community ownership of adopted plans.

We can help Davidson craft the new Comprehensive Plan that it needs and wants. We can help engage the community. We can help with the construction of a specific and actionable set of implementation measures. We will bring a team of seasoned, experienced, successful planning practitioners to the tasks.



Core Elements of Our Planning Approach



# PROJECT OBJECTIVES AND RECOMMENDED SCOPE OF WORK

- Based on our understanding of the project, we have prepared a scope of work that sets out to achieve the following objectives:
- **Building Off Established Policy Direction** – Davidson has a long and successful history of planning to create the successful community it is today. We recommend exploring this policy direction early in the process to help educate the public about the guidance that is being used daily to make decisions in Davidson, and to provide a framework for guiding discussions about hot topics on the minds of residents.
  - **Public Engagement That Sets the Stage for a Renewed Plan** - Public engagement results will be the foundation for developing the policy direction of the plan. Due to its importance, our team will prepare a public engagement approach that offers all members of the community the choice to have a say in the future of Davidson. This approach includes four main touchpoints during the planning process: (1) Exploring Our General Planning Principles, (2) Conversations on Davidson’s Future, (3) Shaping Davidson’s Future Multi-Day Design Workshop, and (4) public hearings to review and provide comment on the draft plan. We will leverage the resident’s love of community by organizing a Publicity and Outreach Committee to “get the word out” about engagement opportunities.
  - **Preparing a Design Focused Plan that Is Supported by Policies and Actions** – This Comprehensive Plan will carry forward the Town of Davidson’s design-based approach to land planning. Design concepts and ideas will be incorporated throughout the planning process and engagement activities. Policy choice discussions and opportunities to explore and evaluate particular implementation strategies are also critical to creating a successful comprehensive plan. Our approach will evaluate these two priorities – design and the protection of community character and overall community policy direction – to ensure consistency of direction throughout the plan.
  - **Leadership Provided by Plan Advisory Committee** – Given the highly engaged nature of this community, we recommend establishing a citizen-based Plan Advisory Committee to provide an opportunity for community stakeholders and residents to play a direct role in shaping the plan for Davidson. We anticipate this committee will meet five times during the planning process, spending the majority of this time reviewing and providing feedback on the draft plan.

- **Systems Thinking Approach to Comprehensive Planning** – Undertaking a comprehensive plan update is an opportunity to think about the cross-connections and trade-offs to policy directions that are in practice today or being explored for inclusion in the plan. We recommend that the plan acknowledge these cross connections and share the challenges and trade-offs with the greater community as we work through the key community questions that will ultimately lead to the final policy direction included in the plan. This is also an opportunity to synthesize policy direction of individual town plans into a cohesive and consistent framework.
- **Focus on the End Game** - Our combined planning and code experience is unique and support a focus on implementation throughout the process. We will work with the community to explore policy alternatives with real and legally implementable options for implementation.
- **Scope of Work that Includes Resources for Innovation** – It is hard to know today what the opportunities will be to have the most successful community dialogue in Davidson. There will likely be points in the process when new ideas for engagement or education will surface. Given this likelihood, we have designed this scope of work to provide some flexibility to include additional meetings, research on planning topics, creation of white papers for Town leaders and the Plan Advisory Committee, additional engagement activities, or other planning actions.

**The following Scope of Work aligns with the five phases of work set out in the RFP:**

Phase 1: Education and Engagement

Phase 2: Testing Community Policy Direction

Phase 3: Plan Development

Phase 4: Plan Adoption

Phase 5: Implementation Plan Development



PHASE I: EDUCATION AND ENGAGEMENT

Phase 1 sets the foundation for the Comprehensive Planning effort. During this phase, our team will conduct project pre-launch work, prepare for and conduct a myriad of engagement activities, and analyze and define the critical educational messages that describe the community’s planning influences.

I.1: Develop Project Management Plan

The Clarion Team will prepare a memorandum that documents the agreed upon details of the project schedule, approach for communications, document and mapping standards, approach for monthly management responsibilities, roles and responsibilities of all engaged parties, and process for decision-making during the planning process. This includes scheduling, hosting, and preparing agendas for weekly or bi-weekly project management meetings with Town project managers to provide status updates and coordinate on preparation of upcoming deliverables and events. We will work with the Town’s project managers to refine and finalize this document, which will serve as our project management guide throughout the process. This Project Management Plan will be updated regularly for use by the project team.

I.2: Conduct Staff Kickoff Meeting and Reconnaissance Tour

The full project team (Town project managers and Clarion team) will hold a meeting to discuss and finalize the Project Management Plan, conduct a context and focus area mapping exercise, discuss the details of the public engagement effort, discuss any additional work to establish the Plan Advisory Committee, and tour the community focusing on areas in need of or prime for change.

I.3: Gather All Relevant Data and Plans

The Contractor will work with Town staff to secure digital copies of all relevant studies, plans, reports, and relevant planning data and GIS layers that are not available online. This may include assistance working with neighboring communities to gather GIS information on future land use plans in areas of common interest. Our work on the Mooresville and Kannapolis Comprehensive Plans can be leveraged to assist with this information gathering.

#### **I.4 Prepare Brand and Identity for the Project**

The Clarion Team will develop brand concepts (two to three) based on the research and discussions with staff, and will work with staff to define the final project branding. This will provide the graphic imagery and key messages for project communications.

#### **I.5: Recruit Plan Advisory Committee Members**

Clarion will work with Town staff to develop a recruitment request for Comprehensive Plan Advisory Committee members that will meet throughout the project and serve as a sounding board to guide development of the plan. The Town Board of Commissioners can be engaged in this process to ensure a broad spectrum of community stakeholder interests are included on the Plan Advisory Committee.

#### **I.6 Finalize Membership of the Publicity and Outreach Committees**

Two process committees will be formed by staff with guidance of the Clarion Team. One committee will be focused on communication/ publicity and the other will be focused on the outreach strategy. The committees will work intensively for the first three months of the project and then intermittently as the project proceeds (timed toward engagement events). The membership will come from the initial pool of Plan Advisory Committee applicants, referrals, and selective recruitment.

#### **I.7 Complete and Execute the Communications Plan**

We will complete the communications plan to guide public engagement communications and engagement efforts during this planning process. This will include a purpose statement and key messages to be used by the team. It will also include focus on the “targets” of the plan. Specific targets will be determined for attracting diverse participation, including looking at a range of attributes: psychographic, demographic, power (ability to stop, delay or change the project), reputation (opinion leaders), position, membership, and role in the decision-making process. We will work with the Town’s Public Information Officer to develop the approach and schedule for publicizing and providing outreach during the project, including the branding approach, schedule and plan for events, publicity coordination (social media, Town newsletter, establishments of project email listserv, etc.) This will be documented in a formal Communications Plan and shared with Town project managers for approval.

### Example Facilitation Techniques for ways in which input may be gathered from participants during community meetings:

- **Trivia Night.** “So, you think you know Davidson?” This format asks participants, organized in small groups, a series of multiple choice questions related to the Town. Groups have 30 seconds to discuss and determine their answer before the correct answer is displayed. The answers will be elaborated on and provide comparable data. When appropriate, answers could contain graphs or charts. This is an opportunity for participants to learn about Davidson’s planning initiatives as well as existing conditions and trends, all in an interactive way.
- **Opportunities Mapping.** This exercise is a variation of the well-established SWOT (strengths, weaknesses, opportunities and threats) procedure. It uses a map of the area targeted for inquiry and asks participants to identify on the map specific locations that represent strong places, weak places, and places of opportunity.
- **Critical Questions.** The critical questions format is used to explore issues and ideas in depth. The process does not force agreement and consensus, rather it provides a snapshot of responses. This format can be used to test discrepancies that may exist between what the community wants and the findings of technical analysis.

#### The following is a menu of targeted engagement strategies:

- **Community Event Activities.** The Team could attend busy community events, such as festivals and farmer’s markets, to meet people where they are; and the Team could design specific activities to engage targeted populations, like children and teenagers.
- **Targeted Meetings.** The Team could conduct targeted meetings during the day at schools and/or retirement villages and senior centers making the process more accessible to populations who are less likely to participate otherwise.
- **Meeting-In-A-Box.** These kits are designed to be self-facilitated and will help fill-in the outreach holes by taking the messages and information to the people, especially the hard to reach members of the community. The “Meeting-In-A-Box” kit will include talking points, handouts, exercises and other engagement tools needed to communicate with the public about the project and gather input on specific items. This kit can be used by Town Staff and/or volunteers.

#### The following includes a menu of value-added web activity options:

- **Evaluating Principles and Values.** This activity asks participants to rate how strongly they support each of a series of statements about Davidson’s future.
- **Mapping the Future.** Using a map interface, this activity allows community members to share input on strong, weak and areas of opportunity. Maps feature custom base layers, custom markers and the ability to toggle different collections of feature information.
- **Expressing Priorities.** This activity, which could take place after an engagement event, would seek input on priorities for plan strategies once they have been drafted and would help to inform the plan for implementation.

## I.8 Launch Project Website

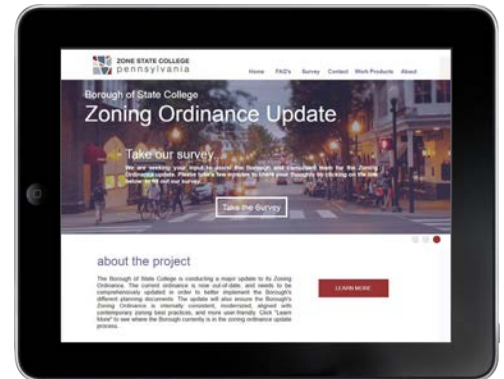
The consultant will develop a project website to provide thorough information on the project and community involvement opportunities. The project website will be linked off the Town's home page, <https://www.ci.davidson.nc.us/>. The Clarion Team can also assist the Town in developing content for existing web-based tools used by the Town, including electronic newsletters, and other on-line governmental services.

## I.9 Engagement Part #1 – Exploring Our General Planning Principles

Working in coordination with Town staff and using the guidance of the Communications Plan, the Clarion Team will prepare public engagement publicity to generate excitement and visibility for the upcoming public engagement events. This can include notifications on the project website, social media “pushes”, a project video, targeted emails, earned media (i.e., local radio and news outlets). Social media content can include an opportunity to confirm current policy direction expected to be carried forward and provide a “flavor” of the type of activities to be available at workshops and online.

The Clarion Team will prepare materials for and facilitate the *Exploring Our General Planning Principles* event in Davidson. This event will achieve several objectives, including sharing information about the planning process and the purpose of Part #1 activities, gaining input on hot topics on the minds of residents organized by the Town's Strategic Plan goal topics, exploring the Town's General Principles for Planning in Davidson and soliciting feedback for how these can be further refined to better articulate the community's desires, and gaining preliminary inputs on the focus area to be explored at a charrette workshop in Task 2.4. This activity will focus on an online survey that residents can respond to on mobile devices or laptop computers at the meeting or elsewhere.

The Clarion Team will prepare for and facilitate up to five general community events (such as a farmers market, art walk, or other special event) or targeted engagement events focusing on hard to reach community members (high school students, Hispanic/Latino communities, community members living in the Town's ETJ, or other groups). The selection of these events and stakeholder activities will be identified in coordination with Town staff. Participants at targeted engagement events will conduct the same activities conducted at the public kickoff meeting, and will be encouraged to share the online survey with their local networks.



We will also prepare materials that can be used by Town staff at additional local events to publicize the engagement opportunity. This will include preparation of a “Meeting Toolkit” that plan ambassadors and Town staff can use to host meetings about the project and collect inputs during this first phase of public engagement.

I.10 Public Engagement Summary Report

Using the input provided from the public engagement activities occurring in Phase 1, a report will be prepared that synthesizes this input and highlights key trends and observations through community themes, and will include recommended refinements to the General Planning Principles based on community themes. This report will be reviewed by staff and presented to the Plan Advisory Committee and the public during Phase 2. The format of this report will be determined based upon the most appropriate method for conveying the key information (e.g., PowerPoint, short summary, full report, video). Based on the outcomes of these engagement activities, the Clarion Team will prepare a set of additional questions to be included in the report that can be asked at future engagement meetings in Phase 2.

I.11 Determine Analysis Priorities

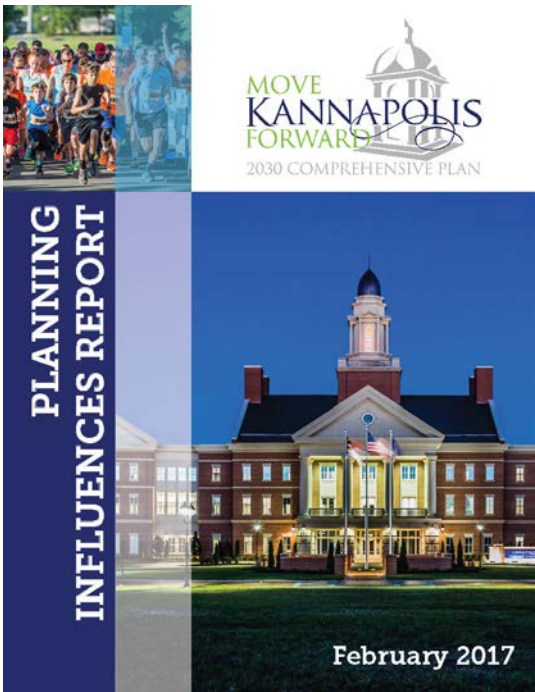
Based on the critical planning themes from Stakeholder interviews, the Clarion Team will develop recommendations for analysis priorities. This will include baseline planning analysis of sociodemographic trends, growth and land use, community infrastructure, and transportation. Analysis priorities will be confirmed with Town staff via a project management conference call.

I.12 Develop Community Snapshot Report

The Community Snapshot Report will include a variety of information presented in a concise format that will serve as the educational foundations throughout the planning process. Transportation messages from the ongoing Mobility Plan can be incorporated as deemed appropriate by Town Staff. Each of these sections can include a series of related policy direction questions that highlight the relevance of the information and tie it to policy choices that will be explored during this process.

Snapshot Report key information will include:

- Sociodemographic trends of Town in comparison to region
- Built environment conditions and development trends, including a development capacity analysis and plans for capital improvements



- Community health and recreation existing conditions and future plans
- Report on fiscal standing and identification of revenue generation sources relative to future growth
- Report on Town's current policy direction and implementation status of existing plans

The Team will work with Town planners to determine the status and potential relevance of existing plan policies and actions. This information will be used to determine plan components that have been completed, that may get carried forward, and that are no longer relevant. This includes the Town's current Comprehensive Land Use Plan and area plans. The Contractor will prepare an implementation audit worksheet and hold conference call(s) with Town staff to verify the status of plan implementation actions.

The Clarion Team will prepare analysis that shares information on critical planning influences and focuses on the analysis priorities set out in Task 2.4. This will likely include an assessment of population trends and projections, demographic trends, development conditions, status of housing and neighborhoods, projections for public services and facility needs, and public health trends.

The Team will prepare economic and fiscal analyses to include in the Community Snapshot report. This will include initial baseline analysis of existing regional and national economic and market conditions and trends that present opportunities and challenges for Davidson, general assessment of local fiscal trends, and relationship of future growth choices to fiscal health of the community.

## PHASE 1 KEY DELIVERABLES:

- Project Management Plan
- Communications Plan
- Establishment of Publicity and Outreach Town Teams and Plan Advisory Committee
- Project Website
- Public Engagement Summary
- Community Snapshot Report

PHASE 2: TESTING POLICY DIRECTION

Phase 2 will build off the community interests identified in Phase 1 and will facilitate a community dialogue at two main touchpoints to further explore policy choices and refine the community’s direction for growth and change.

2.1 Community Stakeholder Interviews

During Phase 2, the Clarion Team will facilitate individual or small group structured interviews held over two days with elected and appointed officials, Town staff, citizen advisory board members, business representatives, community organizations, transportation partners, neighborhood representatives, and partners from adjacent jurisdictions. The purpose of the interviews is to provide an opportunity to engage in a candid conversation with community leaders and key stakeholders on the future of Davidson. This information will help identify the specific policy choices that will be tested with the larger community in Phase 2. A summary of interview themes will be prepared.

2.2 Plan Advisory Committee Meetings (2)

The Clarion Team will coordinate with Town staff to conduct two meetings of the Plan Advisory Committee. The first kickoff meeting will focus on introducing the planning process to the Plan Advisory Committee, share the findings of the public engagement activities and Community Snapshot Report during Phase 1 and recommended refinements to the General Principles for Planning, and brief the Plan Advisory Committee on the focus and activities of Engagement Part #2 – Conversations on Davidson’s Future (Task 2.2). The second meeting will focus on the outcomes of the Shaping Davidson’s Future multi-day workshop and how these findings should be translated specifically onto the Planning Areas map.

### 2.3 Engagement Part #2 - Conversations on Davidson's Future

The Clarion Team will prepare materials for and facilitate the *Conversations on Davidson's Future* event in Davidson. This event will achieve several objectives, including sharing information about the planning process, educating citizens about critical planning influences set out in the Community Snapshot Report, and reporting back on what was learned through Part #1 engagement activities. Building off of Task 1.10, a series of follow up questions will be asked of community residents to gain a finer grained understanding of key engagement themes.

This event can include a variety of engagement activities: idea walls, dot voting, mapping exercises, live polling, visual preference surveys, policy priority rankings, and other interactive activities. This might also include a "Choose Your Own Adventure" activity that allows participants to choose policy directions and explores where the policy choices lead them relative to the Town's General Planning Principles. An online version of engagement activities will be prepared and hosted on the project website.





### 2.4 Engagement Part #3 – Shaping Davidson’s Future Multi-Day Workshop

The Clarion Team, in coordination with Town staff, will conduct a multi-day workshop to test growth scenarios and design concepts for the study area. Prior to the workshop, the Clarion Team will have conversations with Town staff to discuss and prepare the initial scenario materials to share at the opening night workshop. On the first evening, residents of Davidson will be invited to attend an open house to learn about the different scenarios being evaluated and to provide feedback on the ideas. The next two days, the project team will prepare the scenario evaluations, focused on the key geographic areas of change. Development of scenarios will include interviews with key stakeholder focus groups, including landowners and representatives of adjacent neighborhoods and non-residential developments proximate to areas of change, to discuss the desired land use and design outcomes. Reconnaissance trips and additional data collection may be conducted as part of this task. On the third night, the draft scenarios will be shared with the general public and will include a scorecard for each scenario that provides rankings for how well each scenario achieves the Town’s refined General Planning Principles. The outcome will be a new character based land planning framework that can be used to guide updates to the Planning Areas map and associated character areas and plan policies being developed in Phase 3.

### Scenario Planning

We don’t define here the tool for scenario planning as we believe the specific questions to be answered should guide the decision for a specific tool. We have experience using ArcGIS-based scenario planning tools CommunityViz and City Engine. We can also use mapping and SketchUp visualizations to prepare alternatives.

### 2.5: Public Engagement Report on Shaping Davidson's Future

This report will summarize the engagement activities conducted during Phase 2 and the salient findings from community responses to key policy choices and alternative growth scenarios. This report will document all inputs provided during these meetings and will provide guidance for the team's work during Phase 4: Plan Development.

### 2.6: Prepare Updated Content for Project Website and Social Media

We will work with the Town staff to roll out the specific publicity and outreach components, including content for social media "pushes" website updates, news releases, potential video content, and other related publicity activities.

## PHASE 2 KEY DELIVERABLES:

- Staff Memorandum on Stakeholder Interview Themes
- Preparation of Materials and Conducting Two Plan Advisory Committee Meetings
- Preparation of Materials and Facilitating Conversations on Davidson's Future Workshop
- Preparation of Materials and Facilitating Shaping Davidson's Future Multi-Day Workshop
- Public Engagement Report on Shaping Davidson's Future
- Updates to Social Media and Project Website

PHASE 3: PLAN DEVELOPMENT

Phase 3 work will result in a draft Davidson Comprehensive Plan that will be shared with the Plan Advisory Committee in three separate modules, and to a joint meeting of the Town Planning Board and Board of Commissioners.

3.1: Develop Formal Outline for Comprehensive Plan

The Clarion Team will develop a draft outline and template for the Comprehensive Plan. Emphasis will be placed on creating a Plan that includes a comprehensive spectrum of policy topics in a streamlined format. The Town’s current Strategic Plan and preliminary planning themes will be used to guide this outline. The Plan, at a minimum, will include an executive summary, introduction, thematic policy chapters with goals and strategic actions, and the Planning Areas framework. A mobility chapter can also be incorporated and the Clarion Team can work with the Mobility Plan consultant to appropriately incorporate into the overall comprehensive plan if that is the direction the Town would like to proceed with.

3.2: Conduct Staff Work Session to Refine the Planning Areas Elements

Our team will prepare for and conduct a work session with Town staff to hone the specific approach for updating the Town’s Planning Areas map and associated classifications. This could include carrying forward the existing framework, and possibly making modifications to the existing classifications. The assessment will include an evaluation of the current pros/cons of the current system and how it works in practice with respect to rezoning case assessments. This will also include consideration of relevant Small Area Plans and how they will be carried forward within the new plan.

### **3.3: Prepare Policy Framework and Staff Review Draft of Comprehensive Plan**

The Clarion Team will draft the plan's policy framework (e.g., goals and policies) for each plan chapter building off the public inputs provided in Phases 1-2 and relevant policy direction being carried forward from previous plans. Staff review drafts of each chapter will be provided to Town staff for review and comment prior to sharing with the Plan Advisory Committee. Particular emphasis will be placed on developing policy guidance for growth management, placemaking, design guidance for future private development and public facilities, and mobility. The goals and policies for these chapters will be coordinated to ensure that the future land use and community design vision is supported by the transportation policies, and vice versa. The Plan will also include a special focus for expanding coordination and information sharing with community partners and neighboring jurisdictions, particularly in areas for joint planning interest. We recommend that this staff review draft be shared with all Town Departments to ensure a comprehensive review of the plan at this stage.

### **3.4: Prepare First Public Review Draft of Comprehensive Plan**

The Clarion Team will amend the draft Comprehensive Plan based on a consolidated set of staff comments and provide a first Public Review Draft in three modules to be reviewed by the Plan Advisory Committee.

### **3.5: Present Draft Plan Elements to Plan Advisory Committee**

The Clarion Team will facilitate three Plan Advisory Committee meetings to present the draft plan in three modules. We recommend this approach based on years of experience presenting comprehensive plans to highly engaged communities. This will ensure that Plan Advisory Committee members feel they have had enough time to review the chapters and to provide educated responses and comments on the draft.

3.6: Prepare Second Public Review Draft of Comprehensive Plan

The Clarion Team will prepare a second Public Review Draft of the Comprehensive Plan that incorporates the requested edits requested by the Plan Advisory Committee and approved by Town Staff. This document will be presented to the Town’s Project Manager to distribute to the Planning Board members and Town Commissioners.

3.7: Conduct Joint PB/BOC Work Session to Present Draft Plan

The Clarion Team will prepare for and conduct a joint work session of the Town Board of Commissioners and the Planning Board to present the planning process, the second Public Review Draft of the Comprehensive Plan, and will focus on highlighting the fundamental components and new policy direction included in the plan. The purpose of this meeting is to familiarize the members with the plan and answer questions.

3.8: Prepare Updated Content for Project Website and Social Media

The Clarion Team will prepare content for social media “pushes”, website updates, and news releases to publicize the project progress and Public Review Draft of Plan.

PHASE 3 KEY DELIVERABLES:

- Comprehensive Plan Drafts:
  - Staff Review Draft
  - First Public Review Draft
  - Second Public Review Draft
- Presentations to Plan Advisory Team to Present Draft Plan in Modules (3)
- Presentation to Joint Planning Board/Board of Commissioners to Present Draft Plan

## PHASE 4: PLAN ADOPTION

We understand that Town staff will be leading the formal planning adoption hearing process to present the plan to the Planning Board and the Board of Commissioners. This recommended scope of work includes an assumption that a minimum number of consultant team hours will be needed to make adjustments to the plan and to assist with any questions and making adjustments based on feedback that will occur during Phase 4. No formal trips are assumed as part of this phase of work.

### 4.1: Prepare Public Hearing Draft

The Clarion Team will prepare a Public Hearing Draft of the Comprehensive Plan that addresses any changes requested by Town Staff that are a result of comments and feedback shared at the joint Planning Board/Board of Commissioners meeting.

### 4.2: Assist Town Staff with Plan Adoption

The Clarion Team will assist Town Staff with addressing any requested edits and modifications to the Public Hearing Draft of the Comprehensive Plan as it moved through the adoption process.

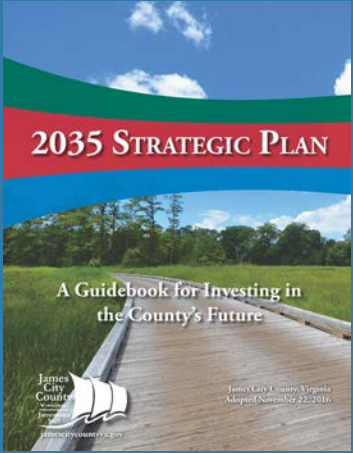
### 4.3: Prepare Updated Content for Project Website and Social Media

The Clarion Team will prepare content for social media “pushes” website updates, and news releases to publicize the project progress and the Public Hearing Draft.

## PHASE 4 KEY DELIVERABLES:

- Public Hearing Draft of Comprehensive Plan
- Assistance Modifying the Plan based on feedback provided during adoption process

## Strategic Plan



Clarion Associates was hired by James City County, Virginia (Historic Williamsburg) to assist in developing this first-of-its-kind effort to evaluate current policy direction, economic opportunities, and fiscal constraints, to create a single, integrated Strategic Plan that will guide county actions and investments for the next 20 years. This Strategic Plan creates a new linkage between the County’s comprehensive plan and the annual budgeting and capital improvement planning processes to improve investment decisions to community goals. The planning process was unique and included a multi-tiered engagement process that included regular meetings with the Board of Supervisors, a Strategic Plan Advisory Group made up of community stakeholders, a Technical Advisory Group comprised of County department directors, three in-person engagement workshops, and an online survey. The County Administrator and County staff have reworked their annual budgeting and staff review process to be framed using the goals of the new 2035 Strategic Plan.

## PHASE 5: COMPREHENSIVE PLAN IMPLEMENTATION GUIDEBOOK

This final phase of work will focus on developing the specific implementation action plan that will align directly with the Town’s Strategic Plan to reinforce regular updates and monitor plan implementation progress. Our assistance will be provided through development of a Public Review Draft of the Guidebook as we understand that Town Staff will lead the effort to present the draft to the Planning Board and Board of Commissioners.

### 5.1: Conduct Town Staff Plan Implementation Work Session

The Clarion Team will prepare for and facilitate a work session that includes all Davidson Town Departments to discuss the specific action strategies included in the plan and their feedback on timing and cost to implement the strategies. This will include a survey document that targets strategies specifically to each department that will be distributed to Town Staff and results compiled prior to the work session. During this session, staff will be asked to use their community knowledge to rank like groupings of strategies in priority order to assist the planning team with developing priorities set out in the Implementation Guidebook.

### 5.2: Prepare Staff Review Draft of Comprehensive Plan Implementation Guidebook

Clarion will prepare a Staff Review Draft of the Implementation Guidebook that aligns the Town of Davidson Strategic Plan organization with the Comprehensive Plan goals and strategic actions and identifies the priorities (ordered in five year increments), lead staff, timeline, and necessary resources to implement each strategy. This can be used to update the Town’s Strategic Plan on a regular basis as priority initiatives are achieved.

### 5.3: Prepare Public Review Draft of the Comprehensive Plan Implementation Guidebook

Clarion will work with Town Staff to refine the Implementation Guidebook and prepare it for review by the Planning Board and Town Board of Commissioners. This task assumes up to three rounds of edits of the Guidebook.

## CLARION TEAM AND STAFF RESPONSIBILITIES

Over the course of the project, the consultant team and staff will work closely to coordinate meetings and to develop work products as defined in this scope of work. We recommend that general responsibilities for this work be shared as set out below:

### Preparation of Meeting Reports and Summaries:

Staff will prepare all meeting summaries that require documentation of proceedings, such as Plan Advisory Committee meetings, Town Council meetings, or Planning Board meetings. The Clarion Team will prepare all reports and summary documents that require any level of analysis, synthesis, or providing recommendations, such as summaries of public engagement activities.

### Coordination of Meeting Locations and Notifications:

Staff will be responsible for securing the locations of meetings, setting up the audio/visual equipment for meetings, and providing meeting notifications to meeting attendees (i.e., Town Council, Planning Board, Plan Advisory Committee, etc.)

### Distribution of Materials:

As deemed necessary by staff, the Clarion Team will prepare handouts and meeting materials for distribution prior to scheduled project meetings. Staff will be responsible for printing and electronic distribution of meeting materials to Town Council, Planning Board members, Plan Advisory Committee and other meeting attendees.

### Preparation of Presentation Materials and Meeting Handouts:

In coordination with staff, the Clarion Team will prepare all meeting materials for project meetings identified in this scope of work. Presentation materials, such as large format presentation boards will be prepared by the consultant team for public events and adoption hearings, and printed by Town staff. Meeting handouts and smaller documents that require printing for project meetings also will be printed by Town staff.

## F. Project Budget

### Budget

Based on our proposal for the Town of Davidson Comprehensive Plan Update with a total of five phases of work, we estimate that the following not-to-exceed budget will be necessary to complete the scope of work. This budget is inclusive of all project expenses and professional fees, except for local lodging expenses and project printing expenses, which we understand will be provided by the Town of Davidson. We welcome discussions with the Town to further explore the scope and budget to tailor it to the Town's needs.

PHASE		BUDGET	
1	Education and Engagement	\$	54,750
2	Testing Policy Direction	\$	50,500
3	Plan Development	\$	37,800
4	Plan Adoption	\$	4,800
5	Comprehensive Plan Implementation Guidebook	\$	8,500
Contingency Funding for Additional Project Work		\$	13,650
<b>TOTAL</b>		<b>\$</b>	<b>170,000</b>

### Team Billing Rates

TEAM MEMBER	RATE/HR	
CLARION ASSOCIATES		
Leigh Anne King, AICP, LEED AP   Principal & Project Manager	\$	135
Roger Waldon, FAICP   Senior Consultant	\$	160
Nate Baker, AICP, CNU-A   Associate	\$	80
David Henning, Esq.   Associate	\$	75
Christopher Peterson   Marketing & Graphics Coordinator	\$	60
PLANNING NEXT		
Jamie Green, AIA, FAICP   Principal	\$	195
Sarah Bongiorno, LEED AP, BD+C   Senior Project Manager	\$	125
DPFG		
Lucy Gallo, CGMA   Managing Principal, Southeast Region	\$	165

## G. Schedule

We provide here a schedule that aligns with our project approach and is in keeping with the schedule set out in the RFP. We anticipate meeting monthly with the Town's project managers either in-person or via web-meeting to ensure coordination throughout the project. Based on our experience with past planning projects, we know that it can be necessary to be flexible on the amount of time needed to properly schedule and notify for public adoption hearings. We include that assumption in our schedule below.

PHASE	2018				2019										
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	cont.
1 Education and Engagement															
2 Testing Policy Direction															
3 Plan Development															
4 Plan Adoption															
5 Comprehensive Plan Implementation Guidebook															
Project Management Meetings	★	★	★	★	★	★	★	★	★	★	★	★	★	★	
Community Outreach Engagement		IE	IE	PAC	PW	PAC		PW	SWS	PAC	PAC	PAC JWS			
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	cont.

**PAC** Plan Advisory Committee  
**IE** Public Intercept Events  
**PW** Public Workshop

**SWS** Staff Work Session  
**JWS** Joint Work Session (PB/BOC)  
**★** Project Management Meetings

## H. Why Our Team is Well Positioned to Partner with Davidson

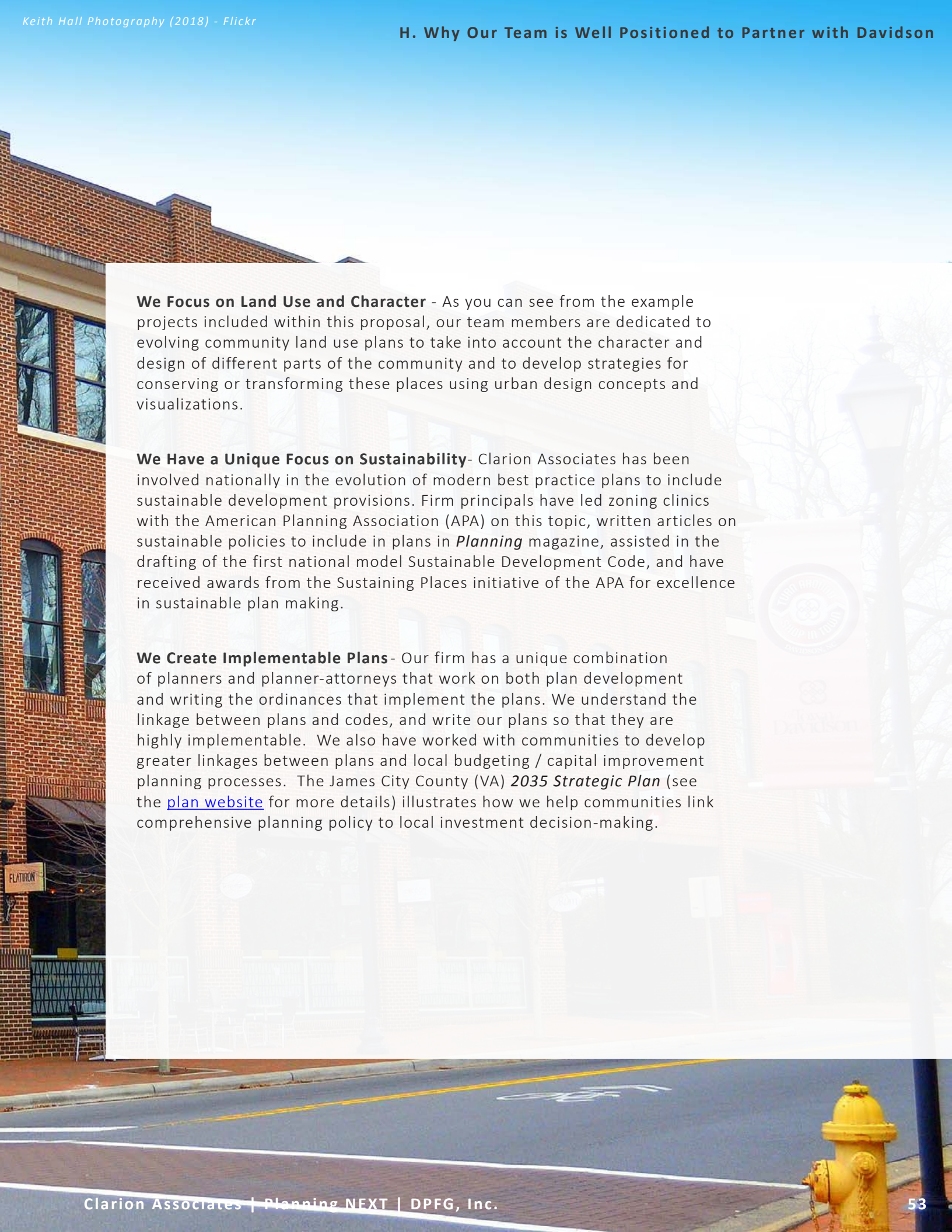
The Clarion Associates Team is uniquely situated as the best candidate to work with Davidson. Below we identify the key reasons why we are the best fit for the job.

**We Have Experience Working in the Greater Charlotte Region** - We have prepared nearly a dozen plans and codes in the Charlotte region and other high growth communities. We understand the impacts of growth and the unique ways communities plan for growth.

**Our Comprehensive Planning Experience is Unmatched** - Collectively, our firm has developed more than 100 plans across the United States and more than 200 ordinances to implement community plans through zoning, design standards, and other provisions. Our Chapel Hill office led development of eight award winning plans for clients located within the Carolinas.

**We Understand How to “Plan for the Edges”** - We have worked with many high quality communities to think through the strategies for managing growth and character for the remaining lands within their planning areas. The Town of Cary is a primary example of using a strategic approach to plan for development on the edges and how that fits within the larger planning approach for the entire community. We also worked with the City of Columbia and Richland County, South Carolina (see <http://weplantogether.org/> for more details) to develop a joint planning effort and later development code revisions that aligned the vision for planning in areas of common interest.

**We Offer a Full Array of Services** - From land use planning, market analysis, public engagement, developing design guidance, our team provides a complete array of services for this project.



**We Focus on Land Use and Character** - As you can see from the example projects included within this proposal, our team members are dedicated to evolving community land use plans to take into account the character and design of different parts of the community and to develop strategies for conserving or transforming these places using urban design concepts and visualizations.

**We Have a Unique Focus on Sustainability**- Clarion Associates has been involved nationally in the evolution of modern best practice plans to include sustainable development provisions. Firm principals have led zoning clinics with the American Planning Association (APA) on this topic, written articles on sustainable policies to include in plans in *Planning* magazine, assisted in the drafting of the first national model Sustainable Development Code, and have received awards from the Sustaining Places initiative of the APA for excellence in sustainable plan making.

**We Create Implementable Plans**- Our firm has a unique combination of planners and planner-attorneys that work on both plan development and writing the ordinances that implement the plans. We understand the linkage between plans and codes, and write our plans so that they are highly implementable. We also have worked with communities to develop greater linkages between plans and local budgeting / capital improvement planning processes. The James City County (VA) *2035 Strategic Plan* (see the [plan website](#) for more details) illustrates how we help communities link comprehensive planning policy to local investment decision-making.

# I. Appendix

Provided as separate enclosures are example work products that our Clarion Team professionals have prepared for our clients. We offer these as examples of work that are similar in nature to work products requested in the RFP.

- Snapshot Report Example - Kannapolis Planning Influences Report
- Policy Engagement Report Example - Cary Policy Choices Engagement Report
- Design-Focused Planning Example - Independence Redevelopment Area Plans
- Implementation Plan Example - James City County 2035 Strategic Plan

# LEIGH ANNE KING, AICP, LEED® AP Principal

Leigh Anne King is a Principal with Clarion Associates. She is a planner who has experience working with local governments on planning initiatives including sustainable community land use plans, strategic growth plans, affordable housing programs, growth management strategies, development ordinances and design guidelines, school siting, and open space planning. She was the lead author of four award winning plans for Iredell County, North Carolina, Wilson, North Carolina, Camden County, North Carolina, and Eastern Orangeburg County, South Carolina. She has spoken at several national and state-level conferences on the topics of affordable workforce housing, local food systems, and rural development strategies.



Master of City and  
Regional Planning  
University of North Carolina, Chapel Hill

Bachelor of Arts  
University of Tennessee, Knoxville

## Related Project Experience

### Comprehensive and Sustainable Community Plans

Camden County, NC	Manassas, VA
Cary, NC	Richland County, SC
Clemmons, NC	Rock Hill, SC
Eastern Orangeburg County, SC	Tupelo, MS
Fredericksburg, VA	Union County, NC
Greenville, NC	Waxhaw, NC
Hanover County, VA	Wilson, NC
Iredell County, NC	
Kannapolis, NC	

### Growth Management Strategies and Multi-Jurisdictional Plans

Rock Hill, SC	Local Area Regional Transportation Plan for
Hillsborough, NC	Western Union County, NC
Orange County, NC	Davidson County – Nashville, TN Open
BRAC Regional Alliance Infrastructure	Space Plan
Integration Plan	Mississippi County, AR Smart Growth
	Toolkit

### Neighborhood, Small Area, and Site Master Plans

Emerald Isle, NC	Lynchburg, VA
Chapel Hill, NC	Southern Orange County Government
Wake Forest, NC	Services Master Plan, NC

### Affordable Housing Programs

Islamorada, FL	Palm Beach County, FL
Lee County, FL	Teton County, WY
Marathon, FL	

### Zoning Ordinance Updates and Design Standards

Henrico County, VA	Powhatan County, VA
Orange County, NC	Biloxi, MS

## Professional History

Clarion Associates, LLC  
Senior Associate 2005- Present

Center for Urban and Regional Studies  
Research Assistant, 2004-2005

The Conservation Fund  
Land Use Programs Coordinator 2000- 2003

American Secure Care  
Project Manager 1998 – 2000

Office of State Senator, Nashville, Tennessee  
Alumni Legislative Intern, 1998

## Professional Associations

American Institute of  
Certified Planners  
Member

American Planning Association  
North Carolina Chapter

Leadership in Energy & Environmental Design  
Accredited Professional

## Publications

Eating Our Own: How Planners Can Foster the  
Development of Local Food Systems  
Carolina Planning, Summer 2013

Workforce Housing and the Courts  
Planning and Environmental Law  
October 2011

Green Infrastructure Plan Evaluation  
Frameworks, Journal of Conservation  
Planning, March 2005



Master of City & Regional Planning  
University of North Carolina , Chapel Hill

Bachelor of Science  
Urban Studies & Planning, MI

Professional History

Clarion Associates  
2005 – present

Town of Chapel Hill  
Planning Director  
1984-2005

Triangle J Council of Governments  
Director of Planning Programs  
1972-1984

Professional Associations

American Institute of Certified Planners,  
Fellow

American Planning Association  
Charter Member

ROGER WALDON, FAICP  
Senior Consultant

Roger Waldon is a Principal with Clarion Associates, based in the North Carolina office. Mr. Waldon served as Planning Director for the Town of Chapel Hill for 21 years, directing the Town’s comprehensive planning and growth management functions. His work has emphasized neighborhood conservation and growth management, including preparation of land use plans and special area plans, preparation and administration of design guidelines, transportation planning, annexation, capital improvements, housing and community development initiatives, and evaluation of development applications. Prior to his work for Chapel Hill, Mr. Waldon worked on regional initiatives as Director of Planning Programs for the Triangle J Council of Governments, a regional planning organization based in the Research Triangle Park, North Carolina. He has also served as an elected official on the Chapel Hill-Carrboro Board of Education.

Mr. Waldon is a frequent speaker at national planning conferences, and has lectured on planning topics at Universities in Massachusetts and North Carolina. His writing includes articles on planning processes and neighborhood conservation, and a book published by the American Planning Association, Planners and Politics. He is a contributor to the 2009 edition of ICMA’s “Green Book,” Local Planning: Contemporary Principles and Practice. He is a Fellow of the American Institute of Certified Planners, and recognized as one of the Top 25 Most Influential Planners in the 50 year history of planning in North Carolina

Major Projects

- Growth Management and Neighborhood Plans | Chapel Hill, NC: Including land use, community facilities, housing, transportation, environmental protection, neighborhood preservation, downtown revitalization, and growth management elements; Hillsborough, NC; Lynchburg, TN; Wake Forest, NC
- Comprehensive Plans | Fredericksburg, VA; Manassas, VA; Orange County, NC; Iredell County, NC; Waxhaw, NC; Johnston County, NC; Brentwood, TN; Tupelo, MS; Wilson, NC; Rock Hill, SC; Camden County, NC; Washington, NC; Orangeburg County, SC; Clemmons, NC; Union County, NC
- Facilities Plan for school construction | Orange County, NC
- Urban Design projects for downtown areas | Winston-Salem, NC; Thomasville, NC; Lancaster, Texas; Chapel Hill, NC; Montgomery, OH
- Six Neighborhood Conservation Districts
- Intergovernmental Agreements | Orange County, NC; Moore County, NC

# NATHANIEL BAKER, AICP, CNU-A

## Associate Planner

Nate Baker brings to Clarion skills in sustainable planning and code writing. He is currently the chair of the Young Planners Group for APA-NC. Nate began his career as a planner in El Paso, Texas, where he was a case manager for large subdivision and land study projects, contributed to transportation plans, and worked with the Planning Commission to implement the newly adopted comprehensive plan. Since then he has contributed to multiple comprehensive plans, conducted research on development regulations, and performed urban growth analyses. He was awarded a Fulbright Research Fellowship in 2016 to study and compare international planning systems. He is fluent in Spanish and Portuguese and has helped communities provide outreach to Hispanic populations. Nate has also spoken about scenario planning, career development, and metropolitan planning at conferences in North Carolina, Brazil, and South Africa. Through his work Nate seeks to help communities achieve vibrant, equitable, and sustainable growth.



Master of City and Regional Planning  
University of North Carolina, Chapel Hill, NC

Fulbright Research Fellow  
Center of Regional Planning and  
Development  
The Federal University of Minas Gerais  
Belo Horizonte, Brazil

Bachelor of Science  
Urban and Regional Studies  
Cornell University, Ithaca, NY

### Project Skills

- Comprehensive planning and implementation
- Zoning code development
- Regional population and economic analysis
- Mapping, graphics, and visualization
- Print and digital publication

### Project Experience

#### Plans

- Cary, NC
- El Paso, TX
- Kannapolis, NC
- Graham, NC
- Greenville, NC
- Richland County, SC
- Wake County, NC

#### Codes and Assessments

- Cedar Hill, TX
- El Paso, TX
- Henrico County, VA
- Norfolk, VA
- Prince George's County, MD
- State College, PA
- Teton County, WY

### Professional History

Clarion Associates, LLC  
Associate 2014- Present

City of El Paso, TX  
Planner, 2012-2013

### Professional Associations

The American Institute of Certified Planners

American Planning Association  
North Carolina Chapter

The Congress for New Urbanism

### Publications & Presentations

*Planning for a Sustainable Metropolitan Region in Brazil and North America: Challenges & Strategies*  
International Society for City and Regional Planners, 52nd Congress, Durban, South Africa 2016

*Do I Still Need a Business Card? How Networking Works in 2015*  
North Carolina APA Conference, 2015

*Promises and Pitfalls of Planning Support Systems: A North Carolina Case Study*  
Annual Conference  
American Planning Association – NC Chapter  
Fall 2014



Master in Urban Planning  
Harvard University, Cambridge, MA

Juris Doctor (Cum Laude)  
Environmental Certificate (Honors)  
Florida State University, Tallahassee, FL

Bachelor of Science, Civil Engineering  
Northwestern University, Evanston, IL

Professional History

Clarion Associates, LLC  
Chapel Hill, NC  
Associate 2016 – Present

cultureNOW  
Boston, MA  
Intern 2014

Florida State University College of Law  
Tallahassee, FL  
Research Assistant 2012

Oertel, Fernandez, Bryant & Atkinson, P.A.  
Tallahassee, FL  
Law Clerk 2012

Professional Associations

American Planning Association  
North Carolina Chapter  
Member

Florida Bar Association  
Member

Professional Engineer-In-Training  
IL Dept. of Financial & Professional  
Regulation

Awards

American Planning Association – MA 2014 &  
National 2015 Student Project Award (Team).  
*Connect Chelsea: Three Visions for a  
Gateway City; Harvard GSD Core Studio*

Department of Energy Better Buildings Case  
Competition—Most Innovative 2014 (Team).  
*Sustainability strategies for franchise  
buildings*

Book Awards, FSU College of Law (2010-13)  
*Growth Management, Water Law,  
Planned Communities, and Comparative  
Constitutional Law*

DAVID HENNING, ESQ.  
Associate Planner

David Henning is a planner and lawyer serving as an Associate with Clarion’s Chapel Hill office. David’s work for Clarion has included comprehensive plan updates, strategic plans, land development code updates, and affordable housing studies. During his education he honed his planning and design skills while contributing to a vision plan for the nearby community of Chelsea, MA, and while developing a strategic framework for preservation and planning across the globe for the riverfront in Agra, India. Still other projects delved into urban design, zoning, area planning, resilience, and affordable housing. Prior to his planning work, David performed agency monitoring for an environmental law firm in his home state of Florida. His academic projects have been recognized by the American Planning Association and the U.S. Department of Energy. David strives to help communities realize their potential to improve the lives of their current and future residents.

Project Skills

- Planning and implementation
- Community engagement
- Mapping and data visualization
- Land use regulation
- Affordable housing studies

Project Experience

Plans and Studies

Cary, NC

Greenville, NC

James City County, VA

Monroe County, FL

Codes and Assessments

Apopka, FL

Henrico County, VA

Prince George’s County, MD

Richland County, SC

State College, PA

# CHRISTOPHER PETERSON

## Marketing and Special Projects Coordinator

Christopher Peterson serves as the Marketing and Special Projects Coordinator for Clarion's Chapel Hill team. Chris holds a diverse background in both Communication sciences, focusing on public relations, and Geospatial Science, focusing on GIS and remote sensing applications. Chris assists the team with various public engagement products including developing project websites, graphic design, 3D renderings, document design, GIS mapping, and drafting. Chris joined Clarion Associates in the early fall of 2015. Prior to joining clarion, he worked with a civil engineering firm. There Chris performed similar duties with marketing, graphic design, and GIS applications. Chris was also highly involved with planning and participating in public meetings on multiple civil engineering projects. During college, Chris worked his summers for the Norfolk U.S. Army Corps of Engineers, aboard an oceanographic surveying vessel, charting navigation waterways in and around the Chesapeake Bay.

### Project Skills

- Graphic Design
- Web Design
- 3D Modeling
- ESRI ArcGIS
- Document Design and Formatting

### Project Experience

- Cary, NC- Community Plan
- Greenville, NC- 2026 Horizons Plan
- Kannapolis, NC- Comprehensive Plan
- James City County, VA – Strategic Plan
- Loudoun County – Comprehensive Plan
- State College, PA – Zone State College | Zoning Ordinance Update
- City of Norfolk, VA – Zone Norfolk | Zoning Ordinance Update
- City of Apopka, FL – Land Development Code Update
- Prince George's County, MD – Zoning Ordinance and Subdivision Regulations Rewrite
- Borough of State College, PA – Zoning Ordinance Update
- Henrico County, VA – Zoning Ordinance and Subdivision Update
- Mooresville, NC – Zoning Code Rewrite



Bachelor of Science, Geospatial Science  
Radford University, Radford, VA

Bachelor of Science, Communication  
Radford University, Radford, VA

### Professional History

Clarion Associates, LLC  
Chapel Hill, NC  
2015 – Present

Anderson & Associates  
Blacksburg, VA  
2013-2015

US Army Corps of Engineers  
Oceanographic Surveying  
Norfolk, VA  
2012



Jamie A. Greene, AIA FAICP

PRINCIPAL / PLANNING NEXT

Jamie’s top priority is always to complete the mission and achieve outstanding results. Perhaps that comes from his time as an Army officer. It’s his passion for communities, however, that drives him and our work. As hands-on principal of our practice, Jamie spent the past 20 years being inspired by the voices and commitments of the communities we serve. Today he strives to help communities of all sizes and conditions answer their most fundamental question: “What’s next?”

Relevant project experience includes:

Education

- Masters of Urban and Environmental Planning, University of Virginia
- Bachelor of Science in Architecture, The Ohio State University

Certifications and Training

- Fellow of the American Institute of Certified Planners (FAICP)
- Registered Architect

Speaking

- 2018 APA National Conference [Place-based Branding: Essential for Economic Development]
- 2018 International Town Gown Association Conference [Partnerships with Purpose: Opportunity through Real Estate Collaboration]
- 2017 Society for University and Campus Planning Conference [Never Go Alone: Critical Collaboration for the Changing Urban Campus]

- **Envision Athens**, a vision and strategic plan for Athens-Clarke County, GA;
- **ValpoNEXT**, vision plan for the City of Valparaiso, IN;
- **Fairgrounds to Future**, a vision for the former Montgomery County Fairgrounds site, Dayton, OH;
- **Area Plans and Strategic Plan**, for the City of Independence, OH;
- **Master Plan and Area Plans**, for the City of Upper Arlington, OH;
- **River District Revitalization Plan**, for the City of Elkhart, IN;
- **Plan Together**, comprehensive plan processes for Richland County and the City of Columbia, SC;
- **Imagine Westerville**, community plan and area plans for the City of Westerville, OH;
- **Foward OP**, a vision and strategic plan for the City of Overland Park, KS;
- **Vibrant Communities**, an action agenda for Elkhart County, IN;
- **Creative District Plan**, for the City of Valparaiso, IN;
- **OneDecatur**, comprehensive plan for the City of Decatur, AL;
- **Build One Portsmouth**, comprehensive plan for the City of Portsmouth, VA; and
- **Map for Mobile**, comprehensive plan for the City of Mobile, AL.

Jamie has presented the work of Planning NEXT at many national, regional and local conferences, including: American Planning Association (APA), America Institute of Architects, Society of College and University Planners, and Railvolution. He has served as an adjunct faculty member of the Knowlton School of Architecture at The Ohio State University. Among other professional and civic activities, Jamie serves on the Collaborative Brand Marketing Committee for central Ohio, an extensive multi-year effort designed to advance the identity and prosperity of the region.

The Upper Arlington Comprehensive Plan and its many area planning components have taken a physical form in recent years since the plan. Jamie has worked through a number of projects, like Upper Arlington, that have involved a re-envisioning the physical environment through focused area planning, rezoning, and aggressive implementation.





## Sarah Bongiorno, LEED AP BD+C

SENIOR PROJECT MANAGER / PLANNING NEXT

When it comes to creating momentum and movement, Sarah knows a thing or two. Our clients say she “keeps the train running on time.” We say she’s not only well organized but positively passionate for design and quality places. Which explains why Sarah is able to simultaneously make every client feel like our only client while leading a range of civic initiatives.

Recent examples of Sarah’s work includes:

- **ValpoNEXT**, vision plan for the City of Valparaiso, IN;
- **Fairgrounds to Future**, a vision for the former Montgomery County Fairgrounds site, Dayton, OH;
- **Imagine Westerville**, community plan and area plans for the City of Westerville, OH;
- **Forward OP**, a vision and strategic plan for the City of Overland Park, KS;
- **Creative District Plan**, for the City of Valparaiso, IN;
- **Imagine Cary**, community plan for the Town of Cary, NC;
- **Build One Portsmouth**, comprehensive plan for the City of Portsmouth, VA;
- **Anderson Tomorrow**, comprehensive plan update for Anderson Township, OH;
- **Go North Olmsted**, master plan for the City of North Olmsted, OH;
- **One City, One Vision**, a vision and strategic plan for the City of Anniston, AL; and
- **Build Mobile**, neighborhood planning toolkit, the City of Mobile, AL.

### Education

- Masters of Urban Design, Columbia University
- Bachelors of Architecture, Ball State University

### Certifications and Training

- NCI Charrette System, National Charrette Institute
- LEED Accredited Professional: Building Design and Construction, USGBC

### Select Recent Speaking

- 2017 David J. Allor Planning and Zoning Workshop [Happy, Healthy and Strong: Planning an Age Friendly Community]
- 2017 APA Ohio Planning Conference [Embracing an Age-Friendly Ohio]
- 2016 MFR Connect Conference [Engaging with Impact - How to Use Community Engagement to Build Momentum for Planning and Action]
- 2015 Central Ohio Planning and Zoning Conference [Shaping the Future: How to Use Scenario Planning to Develop Place-based Land Use Policy]

**Sarah is certified in the NCI Charrette System by the National Charrette Institute.**

In addition to her work with Planning NEXT, Sarah has served as an adjunct faculty member of the Knowlton School of Architecture at The Ohio State University. She also recently served on several committees for the Center for Architecture and Design including Design Week[s] and coordinated the Center’s Camp Architecture youth program. Sarah holds a Masters of Science of Architecture and Urban Design from Columbia University and a Bachelors of Architecture from Ball State University.



Sarah is currently coordinating efforts in Overland Park, Kansas ([www.ForwardOP.org](http://www.ForwardOP.org)) for Forward OP, the community vision and strategic planning process.





**LUCY GALLO, CGMA**  
MANAGING PRINCIPAL  
SOUTHEAST REGION  
lucy.gallo@dpfg.com

## FOCUS AREAS

Fiscal Impact Analysis  
Economic Impact Analysis  
Incorporation Feasibility Studies  
Impact Fee Evaluation and Representation  
Governmental Fiscal Affairs Liaison

## AFFILIATIONS

Government Finance Officers Association  
Florida Government Finance Officers Association  
Urban Land Institute  
Visiting Scholar – Winthrop University

## PUBLICATIONS + TECHNICAL PAPERS

*Impact Fee Handbook*, NAHB, November 2016  
*An Overview of Special Purpose Taxing Districts*, NAHB, September 2014  
*Municipal Finance Development Tools*  
*After The Great Recession*, NAHB, January 2012  
*Paying for Public Infrastructure in the Carolinas: Reconsidering Development Financing Options*, co-author, NAHB, July 2010  
*Analyzing the Benefits and Costs of Economic Development Projects*, collaborative review, UNC School of Government, May 2010  
*Proportionate Share Impact Fees*, co-author, NAHB, November 2009

## PRESENTATIONS

Wise Financing for Smarter Growth in Today's Cash Strapped World, New Partners for Smart Growth, 2011.  
Impact Fee Methodologies: Protecting Your Community from Controversies, National Impact Fee Roundtable, 2009  
Tools for Economic Development Finance, National Impact Fee Roundtable, 2009

## PROFESSIONAL EXPERIENCE

### 2011 to Present

Development Planning & Financing Group, Inc. (DPFG)  
Managing Principal

### 2009 – 2011

AECOM Economics (Formerly Economics Research Associates)  
Associate Vice President

### 2003 – 2009

Miley, Gallo & Associates, LLC  
President and Principal

### 1986 – 2003

TKTK - Executive Vice President and Principal

## EDUCATION AND DESIGNATIONS

B.S., Accounting, University of South Carolina  
Organizational Development Certificate Program, UNC  
CGMA - Chartered Global Management Accountant

Lucy Gallo is the Managing Principal of the Southeast Region of DPFG and provides fiscal and economic impact analysis, real estate market analysis, benefit/cost modeling and public infrastructure finance (impact fees, tax increment financing, and special assessment districts) advisory services for urban development, redevelopment and comprehensive planning projects. With significant experience in community revitalization initiatives, Lucy has served as a lead fiscal consultant for numerous large-scale economic development and public/private partnership engagements.

Lucy understands that meaningful economic and fiscal impact analyses can successfully bridge the gap between traditional planning and economic reality to forge a cooperative, comprehensive community planning process. Over the years, she has assisted a diverse cross-section of communities, ranging from small towns and rural counties to large urban cities, with fiscal and economic analyses to evaluate important land-use planning initiatives. Regardless of the community's size, the goal of each engagement has been to address pertinent issues and concerns regarding long-term fiscal sustainability.

The ultimate goal of every modeling assignment is to help local governments, and their constituencies, in carrying out fiscal stewardship. Lucy's financial models are designed with utmost transparency; an approach that distinguishes her work in its field. Her studies have been subjected to the highest level of peer review, and those reviews consistently conclude that her approach to impact analysis is both thorough and comprehensive.

Lucy often collaborates with the UNC-Chapel Hill City and Regional Planning Department and the UNC School of Government on fiscal and economic impact related research, projects and publications.

## SOUTHEAST REGION OFFICES

### ORLANDO, FL

250 International Parkway  
Suite 280  
Lake Mary, FL 32746  
P: (321) 263-0132 ext. 4200 (M) 919-949-1838

### RESEARCH TRIANGLE, NC

1340 Environ Way, Suite 328  
Chapel Hill, North Carolina 27517  
P: (919) 321-0232 (M) 919-949-1838



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, 2019:

**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>
10-40-4910-440	Contract Services		\$ 85,000.00

Budgeted expenditures will fund the first year of the Comprehensive Plan contract

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-00-3990-980	Fund Balance Appropriated		\$ 85,000.00

These funds are from Unassigned Fund Balance

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

Adopted this 7th day of August, 2018



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**Agenda Title: Discussion of DRAFT Water and Sewer Extension Policy and DRAFT Annexation Policy**

**Town Manager Jamie Justice and Town Attorney Cindy Reid**

**SUMMARY:** Staff was asked to bring forth a draft water and sewer extension policy and a draft annexation policy for the town board to consider.

The first draft water and sewer policy for consideration was presented at the June 5, 2018 board meeting. After reviewing the draft policy and receiving public comment a 2<sup>nd</sup> modified draft policy has been created as another option. This 2<sup>nd</sup> modified draft policy (August 7, 2018 version) requires that any water and sewer extension needed for a property in the extraterritorial jurisdiction (ETJ) not included in the rural area plan would come to the board for approval. Properties in the ETJ under the rural area plan would continue to follow the current process with town manager approval.

A draft annexation policy has been created that addresses the policy and procedures for voluntary annexation requests for both contiguous and non-contiguous properties.

This is a discussion item for the Board to consider its options with any potential action at the August 28, 2018 board meeting.

**Summary:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□ Agenda Memo to Board Water & Sewer Ext. Policy 8-1-18	8/1/2018	Cover Memo
□ Jun 5 Draft Resolution - Water and Sewer	8/2/2018	Cover Memo
□ Aug 7 Draft Resolution - Water and Sewer	8/1/2018	Cover Memo
□ Exhibit A - Water Sewer Agreement with CMUD-1984	8/1/2018	Cover Memo
□ Exhibit B - ETJ Parcels July 2018	7/27/2018	Cover Memo
□ DRAFT - Annexation Policy 8-7-18	8/7/2018	Cover Memo



## Draft Water and Sewer Extension Policy Options

To: Davidson Board of Commissioners  
From: Jamie Justice, Town Manager  
Date: August 1, 2018  
Re: Draft Water and Sewer Extension Policy Options

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### 1. OVERVIEW

Under the town's agreement with Charlotte Water, the town approves any water and sewer extension (extension of water and sewer lines to serve a property that is not a connection to existing lines adjacent to a property) to service a property. Currently the process entails approval by the town manager.

Staff was asked to bring forth a draft water and sewer extension policy for the town board to consider. The first draft for consideration was presented at the June 5, 2018 board meeting. After reviewing the draft policy and receiving public comment a 2<sup>nd</sup> modified draft policy has been created as another option.

This 2<sup>nd</sup> modified draft policy (August 7, 2018 version) requires that any water and sewer extension needed for a property in the extraterritorial jurisdiction (ETJ) not included in the rural area plan would come to the board for approval. Properties in the ETJ under the rural area plan would continue to follow the current process with town manager approval.

There are a few extension requests that would be applicable under this draft policy that could be brought to the board should this policy be approved.

Attached to the agenda is the June 5, 2018 draft policy, the August 7, 2018 draft policy, the Charlotte Water agreement exhibit, and the map exhibit.

### 2. RELATED TOWN GOALS

#### **Strategic Plan:**

Land Use Goal: the town of Davidson will align land-use policies including revision of development processes, zoning, and regulations to preserve our architectural history, manage residential growth, reduce the scale of future development, and enhance downtown (i.e., connect North and South Main streets).

#### **Core Value(s):**

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

- Davidson's economic health is essential to its remaining a sustainable community, so town government will judiciously encourage and guide the location of new business opportunities.
- Citizens entrust town government with the stewardship of public funds, so government will provide high quality services at a reasonable cost.

**Constituents served:**

All citizens.

### **3. OPTIONS/PROS & CONS**

**Option 1: Approve the previous draft policy from the June 5<sup>th</sup>, 2018 board meeting.**

Pros:

A written policy is created to replace the unwritten policy.

The Board makes the extension decisions directly and earlier in the process for growth management purposes.

Cons:

ETJ property owners have an additional step in the process before they can know if they can develop their properties.

**Option 2: Approve the draft policy from the August 7<sup>th</sup>, 2018 board meeting.**

Pros:

A written policy is created to replace the unwritten policy.

The Board makes the extension decisions directly and earlier in the process for growth management purposes.

The ETJ rural area plan property owners do not have an additional step in the process before they can know if they can develop their properties.

Cons:

ETJ non-rural area plan property owners have an additional step in the process before they can know if they can develop their properties.

Divides the ETJ property owners into two different groups with two different extension processes.

**Option 3: Defer action until after the September 20<sup>th</sup>, 2018 mini-retreat.**

Pros:

Allows for further study of the policy options.

Allows for full review of all the growth management tools so the water/sewer extension policy option can be considered with all the options.

Cons:

Continues the uncertainty.

**Option 4: Do nothing which results in the current water/sewer extension process remaining in place.**

Pros:

Allows the unwritten policy to continue.

ETJ property owners do not have an additional step in the process before they can know if they can develop their properties.

Cons:

The Board is not making the extension decisions directly and earlier in the process for growth management purposes.

#### **4. FYI or RECOMMENDED ACTION**

This is an FYI for discussion of the options at the August 7<sup>th</sup>, 2018 town board meeting.

#### **5. NEXT STEPS**

This is an FYI for the August 7<sup>th</sup>, 2018 town board meeting. If the Board chooses to pursue option 2 or 3, the proposed draft policy would be considered at the August 28, 2018 town board meeting. The policy would go into effect immediately if approved August 28th.

Any applicable extension requests under the policy after it's approved would then be brought to the town board at the August 28th board meeting for consideration.



**DRAFT – 6/5/2018**

**A RESOLUTION OF THE TOWN OF DAVIDSON  
SETTING FORTH A WATER AND SEWER EXTENSION POLICY**

**WHEREAS**, the Town of Davidson and the City of Charlotte entered into an Agreement, a copy of which is attached to this Resolution, in which the Town and City agreed that, as consideration for transfer of the Town's water and sewer system to the City that the Town would retain the right to approve or deny water and sewer extensions to property located within the Town, or its extra-territorial jurisdiction, and

**WHEREAS**, property located within Town, or its extra territorial jurisdiction, may not be served with water or sewer service by the extension of any line without written approval of the Town, and,

**WHEREAS**, the Town Board of Commissioners has authority to limit extension of water and sewer services so long as they do not act for personal gain or in an arbitrary or discriminating manner, and,

**WHEREAS**, the Comprehensive Plan states that growth should not negatively impact sensitive environmental resources and growth should not place significant additional burdens on public services or infrastructure, and,

**WHEREAS**, the Town Board of Commissioners desires to control how and when urban growth occurs within its borders by instituting local growth measures, which include adoption of a water and sewer extension policy.

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

**1. Statement of Intent.**

As stated in the Davidson Planning Ordinance, Davidson is a livable and walkable community because it chooses to rigorously manage growth. The Town of Davidson intends to permit the extension of water and sewer services so as to provide for managed growth that is in the best interests of the citizens of the Town.

**2. Policy Statement.**

The Town Board shall consider water and sewer requests for developments that adhere to the requirements of the Davidson Planning Ordinance. In addition, the Board may approve or deny requests based on whether the extension is in the best interests of the community and in compliance with all the terms and conditions of the Davidson Planning Ordinance.



### **3. Rationale.**

In making that determination, the Board may consider factors such as current traffic congestion in the area of the new lines and whether construction of new lines traversing town blocks will significantly increase traffic congestion, extra costs to the Town associated with traffic control during installation, the effect of new lines on the existing natural environment, particularly the loss of trees, other health and safety concerns of citizens in the immediate vicinity of the new lines and/or development, the burden on existing infrastructure of new development which can occur at higher densities with the provision of water and sewer.

### **4. Applicable Areas to this Policy.**

The terms of this Policy shall apply to the extension of water and sewer lines to serve all vacant land, houses, buildings, and all other real property, located within the Town limits, and the Town's extra-territorial jurisdiction not presently served with water and/or sewer. This Policy will not apply to development projects with previously established vested rights.

### **5. Effective Date.**

The provision of this Policy shall take effect as of the date of this Resolution.

### **6. Severability.**

If any term or provision of this Resolution or if any rule or regulation is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of this Resolution.

Adopted on the \_\_\_\_ day of \_\_\_\_ 2018.

\_\_\_\_\_  
Rusty Knox, Mayor

**Attest:**

\_\_\_\_\_  
Elizabeth K. Shores, Town Clerk

**DRAFT – 8/7/2018**

**A RESOLUTION OF THE TOWN OF DAVIDSON  
SETTING FORTH A WATER AND SEWER EXTENSION POLICY**

**WHEREAS**, the Town of Davidson and the City of Charlotte entered into an Agreement, a copy of which is attached as Exhibit A to this Resolution, in which the Town and City agreed that, as consideration for transfer of the Town's water and sewer system to the City that the Town would retain the right to approve or deny water and sewer extensions to property located within the Town, or its extra-territorial jurisdiction, and

**WHEREAS**, property located within Town, or its extra territorial jurisdiction, may not be served with water or sewer service by the extension of any line without written approval of the Town, and,

**WHEREAS**, the Town Board of Commissioners has authority to limit extension of water and sewer services so long as they do not act for personal gain or in an arbitrary or discriminating manner, and,

**WHEREAS**, the Comprehensive Plan states that growth should not negatively impact sensitive environmental resources and growth should not place significant additional burdens on public services or infrastructure, and,

**WHEREAS**, the Town Board of Commissioners desires to control how and when urban growth occurs within its borders by instituting local growth measures, which include adoption of a water and sewer extension policy.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF COMMISSIONERS:**

That the Town Board of Commissioners now makes and adopts the following:

**1. Statement of Intent.**

As stated in the Davidson Planning Ordinance, Davidson is a livable and walkable community because it chooses to rigorously manage growth. The Town of Davidson intends to permit the extension of water and sewer services so as to provide for managed growth that is in the best interests of the citizens of the Town.

**2. Policy Statement.**

The Town Board shall consider water and sewer requests for developments that adhere to the requirements of the Davidson Planning Ordinance. In addition, the Board may

approve or deny requests based on whether the extension is in the best interests of the community and in compliance with all the terms and conditions of the Davidson Planning Ordinance.

3. **Rationale.**

In making that determination, the Board may consider factors such as current traffic congestion in the area of the new lines and whether construction of new lines traversing town blocks will significantly increase traffic congestion, extra costs to the Town associated with traffic control during installation, the effect of new lines on the existing natural environment, particularly the loss of trees, other health and safety concerns of citizens in the immediate vicinity of the new lines and/or development, the burden on existing infrastructure of new development which can occur at higher densities with the provision of water and sewer.

4. **Applicable Areas to this Policy.**

The terms of this Policy shall apply to the extension of water and sewer lines to serve all vacant land, houses, buildings, and all other real property, located within the Town limits, and the Town's extra-territorial jurisdiction not presently served with water and/or sewer. This Policy will not apply to development projects with previously established vested rights or to those properties identified as parcels that are part of the RAP (Rural Area Plan) on the map attached hereto as Exhibit B. The Town Manager will approve future extension requests from Charlotte Water, for the properties identified on the map, in accordance with the Rural Area Plan.

5. **Effective Date.**

The provision of this Policy shall take effect as of the date of this Resolution.

6. **Severability.**

If any term or provision of this Resolution or if any rule or regulation is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of this Resolution.

This Resolution is effective this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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Mayor, TOWN OF DAVIDSON

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

AGREEMENT

This Agreement is made and entered into by and between the Town of Davidson, a municipal corporation, duly organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "TOWN", and the City of Charlotte, a municipal corporation, duly organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "CITY".

1. The TOWN, acting by and through its Board of Commissioners, and the CITY, acting by and through its City Council, have determined that it is in the best interests of their citizens and their water and sewer customers for the CITY to acquire, maintain and operate a water and sewer system within the TOWN, as set forth in the attached agreement (hereinafter referred to as the "Water and Sewer Agreement"), reference to which is hereby made.

2. If the entire Water and Sewer Agreement is declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction notwithstanding the provisions of Paragraph 29 of the Water and Sewer Agreement, it is the express intent of the parties that this Agreement shall take effect and shall govern the division of all water and sewer facilities between the TOWN and the CITY and shall also govern the division between the TOWN and the CITY of all duties, responsibilities, obligations and liabilities for providing water and sewer service within the corporate limits of the TOWN.

3. The following words and phrases are defined as set forth below when used in this Agreement, unless a contrary meaning is clearly required by the context in which the word or phrase is used:

a) "Facility" refers to any portion of the water and sewer system: 1) located within the corporate limits of the TOWN or its extra-territorial jurisdiction; or 2) which was owned or operated by the CITY prior to or after the effective date of the Water and Sewer Agreement.

b) "New Facility" refers to any facility constructed or installed pursuant to the Water and Sewer Agreement.

c) "Cost" shall mean the total, original cost of the construction of any facility, including but not limited to, land or right-of-way acquisition, engineering services, etc., but not including any item donated toward construction of any facility and not including the portion of the total, original cost of the construction of any facility financed by State or Federal grants. Cost does not include debt service expenses. Cost shall be reduced by depreciation on any facility on a straight line basis; provided that the portion of the cost of any facility incurred for land or right-of-way acquisition shall not be reduced for depreciation. Facilities constructed above ground, such as pump stations, shall be depreciated using a thirty (30) year period. Facilities

constructed below ground, such as water and sewer lines, shall be depreciated using a fifty (50) year period.

d) "Improvement" means the replacement of any facility with a substantially larger facility or the construction or installation of a facility in a location where no facility previously existed, such as but not limited to the replacement of a water and sewer pipe with a larger pipe or the re-location of all or a portion of any water and sewer line, regardless of the condition of the line which was replaced or relocated.

e) "Subject water and sewer system" shall have the same meaning in this Agreement as said phrase has in the Water and Sewer Agreement.

4. No consideration, monetary or otherwise, is to be given for the transfer of any facility as set forth below unless consideration is expressly required. Any required, monetary consideration shall be paid over a five (5) year period in five (5) equal payments, with a payment to be made at the end of each year during said five (5) year period. No interest shall be due on such payments.

5. If the entire Water and Sewer Agreement is declared void, invalid or otherwise unenforceable as set forth above, the following provisions shall govern:

a) Any facility owned by the CITY prior to the date of transfer under the Water and Sewer Agreement shall remain under the ownership of the CITY. Any customers who may lawfully continue service from said facility and who desire to continue service from CMUD through said facility may continue said service, notwithstanding that said facility, customer or the property being served is located wholly or partly within the corporate limits of the TOWN and notwithstanding any objection by the TOWN to the continuation of such service. Both parties shall be free to serve those customers which each party was serving prior to the date of transfer under the Water and Sewer Agreement.

b) The subject water and sewer system shall be transferred to the TOWN; provided that, the TOWN shall agree to pay the CITY the total amount of any lease payments from the CITY to the TOWN made pursuant to Paragraph 3(b) of the Water and Sewer Agreement and the cost of any improvements made to the subject water and sewer system; and provided further that, there shall be deducted from such amount any interest which was actually paid by the TOWN on funds borrowed to construct the facilities to be transferred pursuant to this subsection. The TOWN shall not be required to pay for all or any portion of the cost of any improvements financed by the TOWN and for which it has not been previously reimbursed or otherwise repaid by the CITY in any manner.

c) New facilities not financed by the TOWN which are located within the corporate limits of the TOWN shall be transferred to the TOWN; provided that the TOWN shall agree to pay the CITY the cost of such facilities.

d) New facilities financed by the TOWN which are located within the corporate limits of the TOWN shall be transferred to the TOWN; provided that, the TOWN shall agree to pay the CITY any amounts paid by the CITY to the TOWN under the provisions of Paragraphs 13(a) and/or 26(f) of the Water and Sewer Agreement; provided that the amount to be paid to the CITY by the

TOWN shall be reduced by depreciation in the same manner as set forth in Section 3(c) above so that any payments by the TOWN to the CITY shall include only the amount by which the former payments exceed depreciation.

e) New facilities located within the TOWN's extra-territorial jurisdiction shall be the property of the CITY; provided that the CITY shall agree to pay the TOWN the cost of said facilities to the extent financed by the TOWN and not previously reimbursed or otherwise re-paid by the CITY to the TOWN.

f) At such point(s) as facilities of the CITY and TOWN connect, one or more meters or other measuring devices shall be installed. Such meters or measuring devices shall be operated and maintained by the party providing service(s) to the other party and shall be the basis upon which bills are sent to the other party for payment for said service. The CITY agrees to pay such rate for water and sewer service from the TOWN and to abide by such terms and conditions for said service as the TOWN may lawfully impose. So long as said rate is paid and said terms and conditions are satisfied by the CITY, the TOWN may not involuntarily terminate said service. The TOWN agrees to pay such rate for water and sewer service from the CITY and to abide by such terms and conditions for said service as the CITY may lawfully impose. So long as said rate is paid and said terms and conditions are satisfied by the TOWN, the CITY may not involuntarily terminate said service.

g) The TOWN shall assume all duties, obligations and liabilities of the CITY for providing water and sewer services to customers connected to facilities transferred from the CITY to the TOWN. The TOWN shall assume all duties, obligations and liabilities of the CITY for the extension and construction of facilities within the corporate limits of the TOWN, including but not limited to contracts for the extension of facilities.

h) Such documents and records as are described in Paragraph 18(a) of the Water and Sewer Agreement shall be transferred from the CITY to the TOWN for such facilities as are transferred from the CITY to the TOWN. The deposits and advance payments that shall have been made to the CITY by customers or users connected to facilities that are to be transferred from the CITY to the TOWN shall be transferred from the CITY to the TOWN and shall become subject to the sole custody of the TOWN. The designee of the CITY and the designee of the TOWN shall be responsible for determining all other details related to the transfer of facilities and assumption of duties, obligations and liabilities as are set forth in this Agreement which are not specifically addressed herein, including but not limited to the date on which such transfers are to be made.

6. It is expressly understood that the CITY has the authority under the Water and Sewer Agreement to convey, transfer or abandon such portions of the subject water and sewer system and any new facilities acquired by the CITY which are subsequently determined by the CITY to be unnecessary to the proper operation of a water and sewer system for the foreseeable future under the Water and Sewer Agreement within the corporate limits of the TOWN and the TOWN'S extra-territorial jurisdiction. The CITY shall have no obligation to re-acquire such facilities which may be conveyed, transferred or abandoned or to account to the TOWN for any consideration received from the conveyance, transfer or abandonment of any facility or portion thereof prior to the termination of the

Water and Sewer Agreement or upon the termination of the Water and Sewer Agreement.

7. Such facilities as are not expressly transferred to the TOWN under this Agreement shall remain the property of the CITY and shall remain under the CITY's full control and ownership.

8. Any facility required to be transferred from the CITY to the TOWN by this Agreement which is subject to debt shall not be immediately transferred but shall remain the property of the CITY. Such facility shall be leased to the TOWN until the debt on such facility is retired. The TOWN shall agree as part of such a lease to make payments to the CITY of sums sufficient to pay all of the CITY's debt service on said facilities on an annual basis as and when such becomes due and payable. Upon the expiration of this lease arrangement, title to said facility shall pass to the TOWN upon the payment of One Dollar (\$1.00) to the CITY.

9. It is hereby declared to be the intention of the TOWN and the CITY that the paragraphs, sections, sentences, clauses and phrases of this Agreement are severable. If one or more paragraphs, sections, sentences, clauses or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this Agreement and the same shall continue to be fully effective and enforceable on the basis that said remaining provisions would have been agreed to by the CITY and the TOWN without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase. If this entire Agreement is declared void, invalid, or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction notwithstanding the immediately preceeding provisions of this Paragraph, it is the express intent of the parties that said court should be guided by the terms of this Agreement and the express intent of the parties in formulating such relief as the court determines to be appropriate.

10. This Agreement shall have no force and effect concerning the transfer of any water and sewer facility or the duties, obligations and liabilities for providing water and sewer service in the TOWN until and unless the Water and Sewer Agreement is declared to be void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction. The remaining provisions of this Agreement are effective upon the effective date of the Water and Sewer Agreement.

11. a) This Agreement shall be perpetual in duration. The parties hereby agree that such perpetual duration is reasonable in light of the purposes of this Agreement.

b) No joint agency is established by this Agreement.

c) Each party shall have the sole responsibility and authority to appoint or otherwise employ the personnel necessary for the implementation of this Agreement.

d) Each party shall have the responsibility for financing the construction, operation and maintenance of the facilities which are transferred

to it under Paragraph 5 above. Each party shall be entitled to the receipt of all revenues from the facilities transferred to it under Paragraph 5 above.

e) This Agreement may be amended only by a document in writing, approved by the City Council of the CITY and the Board of Commissioners of the TOWN, and executed by the Mayors of the CITY and TOWN.

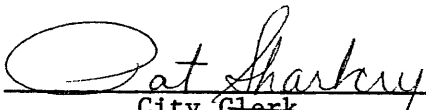
f) This Agreement shall be terminated only upon the agreement of the CITY and TOWN following the procedure described for amending this Agreement.

g) Prior to this Agreement taking effect for purposes of transferring facilities, duties, obligations and liabilities as set forth above, this Agreement shall remain binding upon the parties and shall not be subject to termination or amendment except as set forth above.

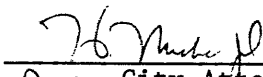
12. This Agreement contains the sole and entire agreement between the TOWN and the CITY regarding the consequences of the entire Water and Sewer Agreement being declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction.

This the 14 day of August, 1984.

ATTEST:

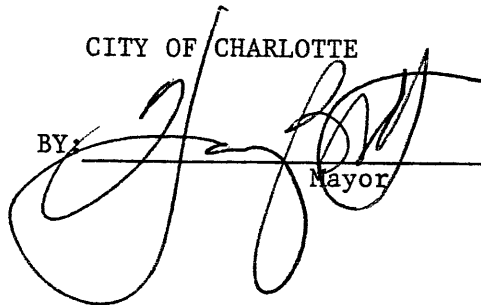
  
City Clerk

APPROVED AS TO FORM:

  
Deputy City Attorney

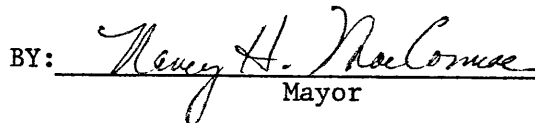
CITY OF CHARLOTTE

BY:

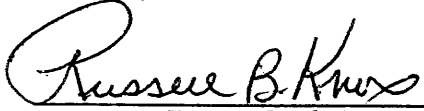
  
Mayor

TOWN OF DAVIDSON

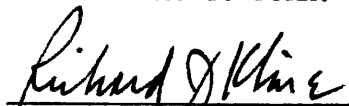
BY:


  
Mayor

ATTEST:

  
Town Clerk Commissioner

APPROVED AS TO FORM:

  
Town Attorney

  
W.E. Brannon, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

AGREEMENT

This Agreement is made and entered into by and between the Town of Davidson, a municipal corporation, duly organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "TOWN" and the City of Charlotte, a municipal corporation duly organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "CITY".

1. The TOWN, acting by and through its Board of Commissioners, has determined that it is in the best interests of its citizens and water and sewer customers that the TOWN discontinue the operation of the TOWN's water and sewer system and transfer said system to the CITY pursuant to the terms and conditions hereinafter set forth. The CITY, acting by and through its City Council has determined that it is in the best interests of the citizens of the City of Charlotte and the customers of the Charlotte-Mecklenburg Utility Department, hereinafter referred to as "CMUD", to accept such transfer and to operate and maintain the TOWN's water and sewer system. This Agreement is undertaken pursuant to applicable law, including N.C.G.S. §§ 160A-274 and 321.

2. The following words and phrases are defined as set forth below when used in this Agreement, unless a contrary meaning is clearly required by the context in which the word or phrase is used:

a) "Effective date of this Agreement": The date by which all events described in Paragraph 31(a) of this Agreement have occurred.

b) "Date of transfer": The date on which title or leasehold to the subject water and sewer system passes from the TOWN to the CITY, which shall be a reasonable time after the effective date of this Agreement as set forth in Paragraph 19.

c) "Subject water and sewer system": The real and personal property forming a part of the TOWN's water and sewer system which is to be transferred to the CITY pursuant to this Agreement.

d) "Subject water intake and treatment facilities": The following real property and improvements, which are a part of the subject water and sewer system: the real property, including improvements thereto or used in conjunction therewith, which constitutes the raw water intake facility at Lake Norman (except such portion of the adjacent real property as is separately described in Exhibit A); the real property and improvements thereto which constitute the water treatment plant; the raw water main and all interests in real property associated therewith connecting the raw water intake facility and the water treatment plant; and the transfer from the TOWN to the CITY of all of the TOWN's right to remove water from Lake Norman.

e) "First year": The remainder of the fiscal year in which the date of transfer occurs.

f) "Inside prevailing rate": The rate(s) charged by the CITY to water and sewer customers inside the municipal boundaries of the CITY.

g) "Extra-territorial jurisdiction": The area outside the boundaries of the TOWN within which it has exercised its extra-territorial zoning authority, as such may be changed from time to time throughout the term of this Agreement.

h) "TOWN limits": The municipal boundaries of the TOWN as such may change during the term of this Agreement.

3. a) The TOWN shall transfer and convey, through the execution of appropriate deeds, bills of sale and other documents, to the CITY all real and personal property presently owned and utilized by the TOWN, as part of its water and sewer operation, except for such property as is described in Exhibit A; provided that such property as is subject to debt shall be transferred to the CITY as set forth in sub-section (b) below. Such property as is described in Exhibit A shall remain the property of the TOWN. Title to such real property shall pass to the CITY upon the payment of One Dollar (\$1.00) and such other consideration as is shown in Exhibit B to the TOWN. Appropriate documents needed for passage of title shall be prepared by the CITY and thereafter executed by the Mayors of the TOWN and CITY. Any and all interests in real property acquired by the TOWN after the date of transfer through dedication or gift for water or sewer purposes shall be transferred to the CITY for no additional consideration.

b) All real property, including water and sewer facilities affixed thereto, currently owned or utilized by the TOWN for the subject water and sewer system which was financed by debt of the TOWN, the transfer of which would constitute a breach of the debt instrument, shall be leased to the CITY for the consideration set forth in Exhibit B until all debt on each such property has been retired, at which time title to each will pass to the CITY upon payment of One Dollar (\$1.00) to the TOWN. The lease term for currently owned or utilized properties which are subject to debt shall begin upon the date of transfer. Appropriate documents as may be needed to memorialize the lease may be prepared thereafter and executed by the Mayors of the CITY and the TOWN without further approval of the governing boards thereof.

c) Also included in Exhibit B is the amount of monetary consideration to be paid by the CITY to the TOWN which is attributable solely to the transfer of the subject water intake and treatment facilities ("water system consideration"). The TOWN may, in its sole discretion, give written notice signed by its Mayor directing that all or some specified portion of the water system consideration be applied as a credit to water bills from CMUD to water customers of the subject water and sewer system and any extensions thereof within the TOWN Limits ("TOWN water customers"). Such credits shall reduce the amount of the water system consideration owing from the CITY to the TOWN as fully as if equal amounts of money had been paid by the CITY to the TOWN. In the event the TOWN elects to apply a portion of this monetary consideration as a credit to the TOWN water customers, then the City will credit interest to the Town quarterly based on outstanding principle balance and determined by

the six month U.S. Treasury note rate published as of July 1 of each year. No credit will be made by the CITY, unless directed to do so by the TOWN; provided that, credits will be made by the CITY only if the following conditions are satisfied: written notice from the TOWN directing that such credits be made as received by the CITY at least thirty days after the effective date of this Agreement; the CITY and TOWN agree on the method of computing and applying such credits, including the date after which such credits are to be made; the TOWN directs that such credits are to be made to all TOWN water customers without exception; the CITY will never be required by virtue of the credits provided for in this paragraph to make any direct payment to any TOWN water customer or any other person or entity; such credits are not transferable from one account to another, from one customer to another or on any other basis; if at any time for any reason the current credit to be made exceeds the current water bill for any TOWN water customer, such excess credit will be carried over to apply to future water bills, if any, for such customer; any credits made under the provisions of this paragraph will terminate automatically when the total water system consideration has been satisfied by direct payment to the TOWN and/or by making such credits as are set forth in this paragraph, or earlier upon written notice from the TOWN signed by its Mayor with the effective date of such termination being agreed upon between the TOWN and the CITY; under no circumstances will the CITY be required to make credits to TOWN water customers under the provisions of this paragraph for more than eight years from and after the date of transfer; under no circumstances will the TOWN's direction that credits, as described in this paragraph, be made by the CITY to TOWN water customers be construed to create any rights in said TOWN water customers which are enforceable against the CITY or the TOWN; and the provisions of this paragraph are for the sole and exclusive benefit of the TOWN and the CITY. The TOWN represents that it owns marketable title to the subject water intake and treatment facilities and that the same will be transferred by a good and sufficient deed in fee simple with general warranty and free from incumbrances.

d) With respect to that portion of the 11.9 acre parcel conveyed to the TOWN from Duke Power Company dated August 20, 1962, and further separately described in Exhibit A as not conveyed to the CITY as part of the water intake and treatment facilities, the TOWN hereby grants to the CITY the first right of refusal to purchase such property which shall operate as follows: in the event the TOWN elects to sell such property or any portion thereof it shall deliver to the CITY written offer to sell the property to the CITY which shall set forth a description of the property, the selling price and terms of sale at which the TOWN will sell the property. The CITY shall have sixty (60) days thereafter to exercise its first refusal option to purchase the property by delivering written acceptance to the TOWN of its offer. Thereafter, the TOWN and the CITY shall effect a conveyance of the property within a reasonable time. Such conveyance shall be by good and sufficient deed in fee simple with good warranty and free of incumbrances, unless the TOWN's offer expressly provides otherwise. If the CITY fails to accept such offer within such sixty (60) day period or delivers a written rejection of the offer prior to the expiration of such sixty (60) day period, the TOWN shall be free within the next six (6) month period to enter into a contract to sell such property to any third party at a price equal to or greater than the price offered by the TOWN to the CITY and upon terms no less favorable to the TOWN than those contained in its offer to the CITY. No reduction in price below that offered to the CITY nor the granting of more favorable terms shall be made until a new offer with such price reduction

and/or more favorable terms is first offered to the CITY in accordance with the procedure set forth hereinabove.

e) If the CITY purchases some but not all of the property subject to the first refusal right herein granted, such right shall continue to apply to the remainder of the property. If the CITY fails to accept or reject an offer and the TOWN does not thereafter contract for the sale of the property within six (6) months and transfer such property thereafter in accordance with such contract, such property shall remain subject to the first refusal right herein granted.

f) The right of first refusal shall terminate twenty (20) years after the date of transfer.

g) The Mayors of the CITY and the TOWN shall execute a Memorandum of the terms of the first refusal for recording in the Mecklenburg County Public Registry as either party shall desire.

h) The CITY acknowledges that the TOWN may wish to develop and sell the remaining portion of that 11.9 acre parcel identified in subparagraph 3(d) above subject to the rights of the CITY thereunder. The CITY agrees that in the event the TOWN's plan of development for such property includes the relocation of the existing road, the CITY will (i) grant to the TOWN without cost a right of way for street purposes across CITY's water intake property acquired hereunder, and (ii) relocate the raw water distribution line running from the water intake facility to Torrence Chapel Road across the TOWN's property at no cost to the TOWN.

4. a) The transfer of all property, whether real or personal, under this Agreement is in an "as is" condition, as of the effective date of this Agreement, except as expressly set forth herein. Any documents needed to memorialize this passage of title shall not be required to contain any warranties of condition or title, except as expressly set forth herein. A quitclaim deed shall be executed by the TOWN to convey all interests in real property and improvements thereto which are subject to this Agreement; except as provided in Paragraphs 3(d) and 4(c). A Bill of Sale shall be executed by the TOWN to transfer ownership of all personal property subject to this Agreement. Such documents shall be sufficient to convey to the CITY all of the TOWN's right, title, and interest in and to the subject water and sewer system, including easements and rights-of-way, whether or not recorded. Said rights-of-way shall include the right to operate and maintain the subject water and sewer system within any public streets within the TOWN. The TOWN shall cooperate with the CITY in establishing title to any portion of the subject water and sewer system which may be contested and shall take no position inconsistent with the unconditional right of the CITY without the payment of damages and just compensation to operate and maintain any portion of the subject water and sewer system. During the ten (10) year period immediately preceeding the date of transfer, the TOWN covenants and warrants that it has not acquired any interest in any real or personal property to be transferred hereunder except by operation of law, purchase, gift or the exercise of its powers of eminent domain in compliance with relevant provisions of the North Carolina General Statutes or private acts of the North Carolina General Assembly applicable to the TOWN. All deeds and bills of sale transferring and conveying the subject Water and sewer system shall

be subject to this covenant and warranty. The TOWN shall be liable for one-half of the amount of any monetary damages suffered by the CITY for breach of this covenant and warranty on account of any claim or demand presented to the City within two years after the date of transfer. This paragraph shall not apply to any claim, demand or action, or portion thereof, seeking the recovery of damages for the negligent construction, operation or maintenance of the subject water and sewer system and which is not based upon allegations in the nature of inverse condemnation.

b) Prior to the date of transfer, the TOWN will be responsible for maintaining the subject water and sewer system in reasonable condition. The TOWN will be solely responsible for the expenses incurred in such maintenance. If subject water and sewer system is damaged prior to the date of transfer by a catastrophic event, the TOWN shall make the necessary repairs. The CITY will be obligated to reimburse the TOWN for the reasonable expenses incurred by the TOWN in making the necessary repairs caused by a catastrophic event, provided that: 1) such repairs are made according to applicable standards of CMUD; 2) such repairs are inspected and approved by the Director of CMUD (or his designee), such approval not to be withheld unreasonably; and 3) this Agreement becomes effective as provided in Paragraph 31, below. Any payment from the CITY to the TOWN under this sub-paragraph is due within sixty (60) days after the date of transfer. For purposes of this sub-paragraph, "catastrophic event" means a natural catastrophe such as abnormal and unforeseeable weather and does not include any intentional, unintentional or negligent act or failure to act by one or more persons, corporations, associations, governments or other entities, including but not limited to the TOWN, its officers, agents, and employees. This sub-paragraph will be effective immediately upon the execution of this Agreement, as set forth in Paragraph 31(b).

c) The subject water intake and treatment facilities shall be conveyed by good and sufficient deed in fee simple with general warranty and free of incumbrances.

5. In consideration of the transfer of ownership of the subject water and sewer system, and for future construction financed pursuant to Paragraph 7 below, the CITY shall make such payments to the TOWN at such times as are set forth in Exhibit B. At no point in time shall any obligation, debt, bond, or other liability of the TOWN arising from the construction, operation or maintenance of any portion of the subject water and sewer system be construed to be an obligation, debt, bond or other liability of the CITY, it being the intent and purpose of this Agreement that there be no transfer in any manner of such obligation, debt, bond, or other liability from the TOWN to the CITY.

6. In further consideration for this Agreement, the CITY and TOWN are entering into a separate agreement (hereinafter referred to as "annexation agreement") designating areas which are not subject to annexation by one or more of the municipalities participating in the annexation agreement, a copy of which is attached hereto as Exhibit D. The annexation agreement is an essential element of this Agreement.

7. Any TOWN water and sewer bonds, which are authorized for sale but have not yet been sold, may be sold by the TOWN for the purpose of providing funds for constructing water and sewer facilities within the TOWN listed in

Exhibit E. Any funds already on hand from the sale of TOWN water and sewer bonds shall be utilized for constructing or completing construction of the water and sewer facilities within the TOWN. Any investment earnings on unexpended funds from TOWN water and sewer bonds shall be used to pay for current debt service costs on said bonds. The CITY will assume responsibility for the construction of these facilities effective upon the date of transfer. When design for each of these facilities is completed and ready to be constructed, funds for construction will be transferred from the TOWN to the CITY prior to the start of construction. Upon completion of said facilities, ownership shall remain with the TOWN until said bonds are retired. Said facilities shall be leased to the CITY prior to being placed into operation through a new lease in compliance with the relevant provisions of Paragraph 3(b) above or by an addendum to any existing lease executed pursuant to said Paragraph. Each such new lease or addendum shall provide for payments by the CITY to the TOWN of sums sufficient to pay all of the TOWN's debt service on said bonds on an annual basis as and when such become due and payable. Upon the expiration of said lease arrangement, title to said facility shall pass to the CITY upon payment of One Dollar (\$1.00) to the TOWN.

8. a) Upon the date of transfer, the CITY, through CMUD, shall have the immediate and sole duty and responsibility for planning, constructing, operating and maintaining the subject water and sewer system and any extensions thereof throughout the jurisdiction of the TOWN. Prior to the date of transfer, the TOWN will be responsible for the operation and maintenance of the subject water and sewer system as set forth in Paragraph 4(b) above. From and after the date of transfer, the subject water and sewer system shall be fully incorporated into the water and sewer system operated and maintained by CMUD. Said duty and responsibility shall be in accordance with current and future policies and procedures of CMUD which shall be applied in the TOWN to the same extent and in the same manner as applied in the CITY.

b) The CITY agrees to provide users of the subject water and sewer system and any extensions thereto service of a quality at least equal to the quality of service provided to water and sewer customers within the municipal boundaries of the CITY. The CITY specifically agrees that the geographical location of the water and sewer customers in the TOWN shall not have any substantial effect on the quality of service or timing of repairs to be made by CMUD.

9. Subject to the provisions hereof, it is intended that the operation and maintenance of CMUD shall be on a self-sustaining basis. All revenues of CMUD shall be used exclusively by the utility fund and shall not be used to subsidize any other operations. The schedule of rates, fees, charges and penalties currently charged by CMUD for water and sewer service shall apply to all customers of the subject water and sewer system except as set forth in Paragraph 10. Said schedule of rates, fees, charges and penalties shall not be changed except in accordance with such policies and procedures as apply to all other portions of the water and sewer system operated and maintained by CMUD except as set forth in paragraph 10.

10. a) The CITY shall be authorized to charge customers within the TOWN for water and sewer service based on fixed and variable rates not to

exceed the following multiples of rates charged within the CITY and based on the following time schedule:

<u>Applicable Effective Date of Rate</u>	<u>Factor to be Applied to Inside Prevailing Rate</u>
First year	1.9
Second year	1.8
Third year	1.7
Fourth year	1.6
Fifth year	1.5
Sixth year	1.4
Seventh year	1.3
Eighth year	1.2
Ninth year	1.1
Remaining Term of Agreement	1.0

b) If more than one rate is established by the CITY for water service or sewer service provided to water and sewer customers within the municipal boundaries of the CITY, the rate(s) for such service applicable to water and sewer customers in the TOWN shall be the same rate for substantially equivalent service provided to water and sewer customers within the municipal boundaries of the CITY. In no event will any rate for water or sewer service to a water or sewer customer in the TOWN be based upon: the distance of such customer from the CITY or any portion of the water and sewer system operated and maintained by CMUD; or any other geographical factor.

c) For purposes of determining charges for water and sewer customers within the TOWN, the CITY shall apply the factor for the first year set forth above on the date of transfer. The remaining factors shall be applied at the beginning of the appropriate fiscal year, as set forth in sub-section (a) above. From and after the ninth year, the CITY shall not charge higher rates than are charged for water and sewer service within the CITY to customers of the subject water and sewer system and any extensions thereof within the TOWN.

11. a) In the event of a default by either party hereunder, the non-defaulting party shall give written notice of such default (hereinafter "default notice") to the defaulting party, who shall have a reasonable time (depending upon the nature of the default) thereafter to cure such default. The default notice shall contain a description of the alleged default, the amount of money (if any) involved, and the remedy sought. If the default is not cured within the time period specified, the non-defaulting party shall be entitled to pursue any one or more of the following remedies, which are deemed to be cumulative:

i) specific performance, including the right to a temporary restraining order where conditions dictate immediate action;

ii) monetary damages; and

iii) if the default consists in whole or in part of a failure by a party to perform an act which can be adequately, efficiently, and responsibly performed by the non-defaulting party, the right (but not the obligation) to perform the act and charge the reasonable cost thereof to the defaulting party.

b) The parties agree that neither party shall be entitled to terminate this Agreement as a consequence of a default hereunder or for any other reason because of the nature of this Agreement, the extreme change in position to be undertaken by both parties hereafter, and the need to protect and preserve the health and safety of the public.

c) Any arbitratable claim or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the applicable Arbitration Rules of the American Arbitration Association (said Association hereinafter referred to as "AAA"), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. For purposes of this sub-section, "arbitratable claim or controversy" shall mean any claim or controversy limited to factual disputes and which does not involve the interpretation or construction of this Agreement. Any party desiring to initiate arbitration under this sub-section shall file with the other party written notice of intention to arbitrate (hereinafter "arbitration notice") and submit to the AAA such copies of the arbitration notice and such additional information and payment as the AAA shall require. The arbitration notice shall be filed within 180 days of the default notice. The arbitration notice shall contain a description of the alleged default, the amount of money (if any involved), and the remedy sought. The preceding sub-sections of this Paragraph shall apply equally to arbitratable as well as non-arbitratable claims or controversies.

d) In any proceeding to enforce the terms of this Agreement, whether review is effected through arbitration or in court, the CITY and the TOWN irrevocably consent to the intervention as a party of one or more other Towns, if said terms are substantially similar to the terms of an agreement(s) between the CITY and said other Town(s). The TOWN hereby irrevocably consents to being added as an additional party in any proceeding to enforce the terms of an agreement, whether review is effected through arbitration or in court, between the CITY and any other Town(s), if said terms are substantially similar to terms in this Agreement. It is the intent of the parties to minimize disputes between the CITY, the TOWN and other Towns having similar agreements to this Agreement by including all affected Towns in the resolution of any dispute arising under this Agreement and similar agreements, regardless of the circumstances under which said dispute first arises.

12. The TOWN represents and warrants to the CITY that there is no discriminatory agreement between the TOWN and any customer or user of the subject water and sewer system which will or may survive this Agreement and be binding upon the CITY with the sole exception of the TOWN's agreement to sell water to the Town of Cornelius. For purposes of this Agreement, a discriminatory agreement is any agreement, contract or other understanding between the TOWN and any customer or user of the subject water and sewer system that provides that: water and/or sewer service be extended and/or provided in a different manner than such service is extended and/or provided to the remaining customers or users of the subject water and sewer system as to quality, quantity, or any other aspect of extending and/or providing such service; or water and/or sewer service be extended and/or provided upon the payment of a different schedule of rates, fees, charges, or penalties and/or at a different cost or schedule for reimbursement of costs or any other aspect of paying for the extension and/or provision of water and/or sewer service than is imposed

upon the remaining customers or users of the subject water and sewer system. In the event that a discriminatory agreement exists which survives this Agreement and is binding upon the CITY, the TOWN shall indemnify and hold the CITY harmless from any and all demands, claims, or actions (including the reasonable costs, expenses and attorney fees incurred by the CITY), of whatever nature or kind, arising in whole or in part from the existence of such discriminatory agreement, without regard to the relief sought or awarded and without regard to whether the claim, demand or action is raised by a party to the discriminatory agreement.

13. a) Subject to the provisions of this Paragraph and Paragraph 27 below, developer extensions of the subject water and sewer system or extensions requested by the TOWN shall be made under the policies now published and used by CMUD and shall be uniform throughout the CMUD system and the TOWN. The CITY may make such changes to these extension policies as the CITY determines to be appropriate only after following such policies and procedures as apply to all other portions of the water and sewer system operated and maintained by CMUD. No extension policy will be adopted which treats the TOWN and/or the area reserved for annexation to the TOWN as defined in the annexation agreement, or any developer or user within the TOWN and/or within the area reserved for annexation to the TOWN as defined in the annexation agreement differently than the CITY or any user or developer within the CITY without the prior written consent of the TOWN. "Extension policy" shall be construed to include within its meaning, but is not limited to, a geographical moratorium on extensions of water and/or sewer lines unless said moratorium is required under applicable State or Federal law, unless said moratorium applies throughout the CMUD system within Mecklenburg County, or unless emergency action is required in the form of a temporary moratorium to avoid an imminent and substantial threat to the health of the residents of the area subject to the moratorium.

b) Property located entirely within the TOWN, its extra-territorial jurisdiction and/or Iredell County may not be served with water or sewer service by the extension of any line without written approval of the TOWN signed by the Mayor thereof or his/her designated representative. No approval of the TOWN is required to serve any other property, even if a water and/or sewer line must be extended through the TOWN or its extra-territorial jurisdiction in order to serve such property. No approval of the TOWN is required for a service connection to any existing or future line, regardless of the location of the property to be served.

c) The TOWN agrees to indemnify and hold the CITY and CMUD harmless from any and all liability arising in any manner from the inability of the CITY and CMUD to provide water and/or sewer service to any person, partnership, association, corporation or other entity because the TOWN has not given the approval required by Paragraph 13(b) above. For purposes of this paragraph, "liability" includes but is not limited to damages, punitive damages, treble (or any other multiple) damages, court costs and all other reasonable costs and expenses, including attorney fees, incurred by the CITY and CMUD in any judicial or administrative proceeding or in preparation therefor.

14. Any water and/or sewer line operated and maintained by the CITY which is not an extension of the subject water and sewer system and which is located in an area annexed by the TOWN after the date of transfer shall be and remain the property of the CITY without any further consideration to the TOWN. Water and sewer customers located in any area annexed to the TOWN will be subject to the same schedule of rates, fees, charges and penalties that is charged to other water and sewer customers located within the TOWN. Any extensions of the subject water and sewer system financed by the CITY shall be and remain the property of the CITY without any further consideration to the TOWN, but shall otherwise be subject to this Agreement.

15. a) The TOWN hereby irrevocably grants and permits the CITY the right to operate and maintain all portions of the subject water and sewer system in, on, and under any and all real property, including streets, dedicated streets or rights-of-way, which are owned by the TOWN or to which the TOWN claims an interest. The TOWN hereby irrevocably grants and permits the CITY the right and permission to construct, operate, maintain and perform all related activity for future water and/or sewer lines in, on, and under TOWN streets and dedicated streets or rights-of-way. In all instances, the CITY or its authorized contractor shall be required to restore and repair any street or other property of the TOWN upon the completion of any construction, operation, maintenance or related activity causing damage thereto. At or before such time as the TOWN shall close any street or sell any interest in any property in which a water and/or sewer line subject to this Agreement is actually located, the TOWN shall take such action as is necessary to protect as a matter of record the rights and interests previously transferred to the CITY pursuant to this Agreement, including but not limited to reserving the necessary easements and rights-of-way for the operation and maintenance of said line. The Director of the Charlotte-Mecklenburg Utility Department shall specify the necessary rights-of-way to be reserved, in accordance with engineering standards adopted by CMUD and which shall be parallel to the existing line. The TOWN shall also make adequate reservation for the necessary rights-of-way for all planned water and/or sewer lines prior to closing any street. If the TOWN fails to comply with the provisions of this paragraph, the TOWN shall reimburse the CITY in full for all expenses incurred in acquiring the necessary right-of-way by purchase or condemnation.

b) The TOWN represents that it has not awarded by franchise or otherwise conveyed in the past and agrees that it will not award by franchise or otherwise convey in the future rights to any third party to use any real property, including streets, dedicated streets or rights-of-way, owned or claimed by the TOWN in a manner which would unreasonably interfere with or impair the ability of the CITY to operate and maintain the subject water and sewer system or to construct, operate and maintain extensions thereof. Any future franchises which are renewed or awarded by the TOWN will be made expressly subject to the CITY's rights to operate and maintain the subject water and sewer system and to construct, operate and maintain extensions thereof. Franchisees of the TOWN, such as but not limited to operators of cable television systems, will be permitted to cross or encroach upon any portion of the subject water and sewer system or any extensions thereof which are located within streets, dedicated streets, rights-of-way, or other real property owned by the TOWN for constructing, maintaining and operating authorized facilities of the franchisee at no cost to said franchisee upon reasonable terms and conditions; provided that, such crossing or encroachment

will not impair the CITY's ability to operate and maintain the portion of the water and sewer system affected. Any expense resulting from encroachment upon the subject water and sewer system or any extension thereof by said franchisee which results in impairment to the subject water and sewer system and any extensions thereof will be at said franchisee's expense. If any franchisee of the TOWN shall refuse to allow the CITY to cross or encroach upon property of the franchisee under the same terms and conditions as set forth above in this sub-section, the CITY shall have no obligation to permit said franchisee to cross or encroach upon the CITY's water and sewer system.

16. The CITY agrees to allow and permit the TOWN in the future to cross or encroach upon any portion of the subject water and sewer system or any extensions thereof for constructing and maintaining public streets or utility facilities at no cost to the TOWN upon reasonable terms and conditions; provided that, such crossing or encroachment will not impair the CITY's ability to operate and maintain the portion of the water and sewer system affected. Any expenses resulting from an encroachment upon the subject water and sewer system or any extensions thereof by the TOWN which results in impairment to the subject water and sewer system or any extension thereof will be at the TOWN's expense. The TOWN agrees to allow and permit the CITY in the future to cross or encroach upon any portion of any future street or dedicated street or right-of-way or utility easement owned by the TOWN for the purpose of constructing, maintaining, and operating any extension of the subject water and sewer system, at no cost to the CITY upon reasonable terms and conditions; provided that, such crossing or encroachment will not impair the TOWN's ability to operate and maintain the portion of its street system or utility system which is affected. Any temporary impairment resulting from construction and maintenance activity shall not be a basis for not allowing or permitting such crossing or encroachment. All construction and maintenance activities shall be performed in a timely manner so as not to unduly or unnecessarily impair the use of the TOWN's street system or utility system or the use of the CITY's water and sewer system. For purposes of this Paragraph, "utility" refers to any system(s) operated by the TOWN for: water production processing and distribution; the generation, transmission, and/or distribution of electric power or any related activity; and/or communication purposes, such as but not limited to telephone service and any related activity.

17. a) The CITY's duties and responsibilities for planning, constructing, operating and maintaining the subject water and sewer systems and any extensions thereof throughout the jurisdiction of the TOWN shall include the use of the subject water system for the consumption and use of water for residential, commercial, industrial, manufacturing, institutional, governmental and all other similar or related purposes. In the area of fire protection services, the CITY's duties and responsibilities to the TOWN are limited solely to operating and maintaining in a reasonable manner the subject water system and any extensions thereof with the TOWN's corporate limits at a level substantially equal to the level of the TOWN's maintenance of the subject water system on the effective date of this Agreement. The TOWN or any authorized volunteer fire department may secure water from the subject water system and any extensions thereof for active fire fighting purposes under the same policies of the City as apply to the water system of the CITY in the unincorporated areas of Mecklenburg County.

b) Fire hydrants will be installed and maintained by the CITY under the same policies that apply in the unincorporated areas of Mecklenburg County. No additional fire hydrants will be installed to the subject water system, unless the TOWN agrees to bear the full expense of installing and main-taining such additional fire hydrants.

18. It is the intent of the TOWN and the CITY that the rights of any third party to recover in any action arising from the construction, operation and maintenance of the subject water and sewer system and any extensions thereof shall not be increased or decreased by the existence of this Agreement.

19. a) The TOWN shall transfer to the CITY reproducible copies of any and all records arising from the construction, operation and maintenance of the subject water and sewer systems and any other related activity, including but not limited to the following: construction contracts, drawings, maps, and all other related documents evidencing the condition or location of any portion of the subject water and sewer systems including such documents as may be in the possession of any engineer or other consultant of the TOWN; billing, collection and payment records on all present and past customers of the subject water and sewer systems; contracts or agreements for the supply of materials; pending applications for water and/or sewer service; contracts or agreements to provide water and/or sewer service currently in effect; receipts, accounts and other records of deposits made by all present and past customers of the subject water and sewer systems; repair and maintenance records and any warranty information on any property transferred to the CITY pursuant to this Agreement; repair and maintenance records for all portions of the subject water and sewer systems; plans, specifications, surveys, etc. for water and sewer facilities listed in Exhibit E. The TOWN shall also provide copies of such records as are necessary to inform the CITY of the location of all facilities of the TOWN for other utility operations. The Director of CMUD for the CITY and an appropriate designee for the TOWN shall determine mutually satisfactory, administrative details for the transfer of the above-referenced records, including but not limited to establishing the method for determining and rendering final water and/or sewer bills to customers of the subject water and sewer systems which are payable to the TOWN. Water and sewer services provided to customers of the subject water and sewer systems thereafter shall be payable to the CITY. The CITY may provide reasonable assistance to the TOWN in the TOWN's efforts to collect any final unpaid water and/or sewer bill of the TOWN, including but not limited to terminating water and/or sewer service to any delinquent cus-tomer or user. If such service is terminated, the CITY shall be under no obligation to renew or reconnect service to such customer or user until such unpaid bills from the TOWN and from the CITY have been fully satisfied. The Director of CMUD for the CITY and an appropriate designee for the TOWN shall also be responsible for determining all other details related to this transfer Agreement not specifically addressed in this Agreement, including, but not limited to, the date of transfer. Determining the date of transfer shall not be delayed unreasonably by either Party. Any agreement(s) necessary to effect the transfer of the subject water and sewer system, deposits, and any other assets to be transferred will be finalized and executed prior to the date of transfer.

b) Immediately upon the execution of this Agreement, the TOWN shall allow the CITY access to all portions of the subject water and sewer systems for purposes of inspecting the condition thereof. This sub-paragraph will be effective immediately upon the execution of this Agreement, as set forth in Paragraph 31(b).

20. After the date of transfer, all requests for new service installation shall be made directly to the CITY. Prior to the date of transfer and thereafter, the TOWN agrees to provide, or otherwise cooperate with the CITY in providing, information to residents of the TOWN and to customers or users of the subject water and sewer system concerning applicable procedures for requesting maintenance of service from the CITY.

21. Any and all deposits and advance payments made by customers or users of the subject water and sewer system to the TOWN shall be transferred to and shall become subject to the sole custody of the CITY. Such deposits and advance payments shall be treated by the CITY in the same manner as other deposits and advance payments made to the CITY by customers or users of the water and sewer system operated and maintained by the CITY within the CITY. The CITY will indemnify and hold the TOWN harmless for any claims against the TOWN for the refund of any deposit transferred to the CITY which the CITY wrongfully refuses to refund.

22. a) Within ten (10) days after the effective date of this Agreement, the TOWN shall identify all persons employed by the TOWN on a permanent, full-time basis who have substantial duties in the operation and maintenance of the subject water and sewer system as of the effective date of this Agreement. For each TOWN employee who wishes to transfer employment to the CITY and who consents, a complete copy of the personnel file of each such employee shall be provided along with such identification. The CITY will offer to hire each such employee in as similar position as possible to the position held with the TOWN and for which such employee is qualified. TOWN employees shall have fifteen (15) days to accept such offer. All TOWN employees who accept such offer will not suffer any loss in pay, annual or sick leave. Effective upon the date of transfer, such employees shall be employees of the CITY and shall be subject to all rules and regulations applicable to other employees of the CITY and CMUD. Prior to the date of transfer and after the acceptance of the CITY's offer of employment by each such employee, the TOWN shall transfer to the CITY any and all funds necessary for the payment of any accrued leave for each such employee. In the event an employee's salary is higher than the similar position into which he is being transferred, the employee's pay will be frozen at that level until such time as the maximum level for the particular position reaches or exceeds the employee's salary.

b) As a result of the transfer of employment of any TOWN employee pursuant to this Paragraph, the CITY shall not assume or be responsible in any manner for any benefits to which such employee may be entitled as a result of his/her employment with the TOWN. The CITY shall cooperate with the TOWN and such employee in determining the retirement benefits to which such employee is entitled from the TOWN. No determination of such benefit shall be made without the agreement of the TOWN, the CITY and such employee. Upon the effective transfer of such employee to the CITY, such employee shall become a member of the North Carolina Local Government Retirement System and shall make the necessary contributions thereto.

23. As of the date of transfer, all customers or users of the subject water and sewer system shall become subject to all rules, regulations and ordinances of the CITY as the same apply to all users and customers of the water and sewer system of the CITY, and as same are now or may hereafter be amended. Such rules, regulations and ordinances and schedule of rates, fees, charges and penalties shall constitute a part of the agreement between the CITY and any customer or user of the subject water and sewer system and any extensions thereof for the provision of water and/or sewer service.

24. Prior to the date of transfer and as a condition of entering into this Agreement, the TOWN shall adopt such ordinance or ordinances as are reasonably necessary to regulate the proper use of the subject water and sewer system and any extensions thereof by the customers and users within the jurisdiction of the TOWN. Any ordinance(s) adopted by the TOWN which is in substantial conformance with the ordinances of the CITY (Chapter 16 of the Code of the City, Exhibit C) regulating the use of the water and sewer system of the CITY shall be deemed to be in compliance with this Paragraph. The TOWN shall maintain and enforce such ordinance or ordinances. The CITY shall reimburse the TOWN for the reasonable expenses of enforcing such ordinance or ordinances. In the alternative, the TOWN may, by agreement with the CITY, designate one or more appropriate employees, officers or representatives of the CITY to enforce such ordinance or ordinances. In the event of substantial changes by CITY in Chapter 16 of the Code of the CITY, TOWN agrees to adopt comparable changes in TOWN code within sixty (60) days after notification by CITY.

25. a) The TOWN shall take such action as is reasonably necessary to assist the CITY in applying for and obtaining financial assistance, including Federal and/or State funds, for improving, maintaining or operating water and/or sewer facilities in or near the TOWN.

b) The TOWN and CITY shall take such actions as are reasonably necessary to comply with all applicable portions of this Agreement. The TOWN shall, if necessary, institute such civil or criminal actions, including condemnations, or shall consent to become a party in any action to which the CITY is a party, as may be necessary or expedient to implement this Agreement and/or to permit the operation and maintenance of any portion of the subject water and sewer system or the construction, operation and maintenance of any extension thereof.

26. a) Upon the date of transfer, the TOWN will discontinue the operation of a water and sewer system.

b) Such discontinuance is permanent and irrevocable, except as set forth herein.

c) No person or entity shall be allowed to operate or maintain a water and/or sewer system within the jurisdiction of the TOWN without a franchise to do so. This provision shall have no effect upon any person or entity lawfully operating a water and sewer system within the jurisdiction of the TOWN prior to the execution of this Agreement; provided that no extension of such water and/or sewer system shall be made without a franchise.

d) The TOWN shall not award a franchise to operate any water and/or sewer system within the TOWN in areas served by the CITY. If the CITY shall fail to provide water and/or sewer service to any area within the TOWN within a reasonable time after such request is made in accordance with the CITY's established extension policies or if reimbursement of a reimbursable extension under established extension policies is not sufficient, based upon reasonable forecast, to reimburse the cost of a reimbursable extension, the TOWN may award a franchise to operate a water and/or sewer system within the TOWN to serve only those areas which CMUD has failed to serve. For purposes of this Paragraph, "reasonable forecast" means a reasonable estimate by the Director of CMUD of the future revenues to CMUD to be generated by the requested reimbursable extension and the portion of said revenues which are reimbursable under established extension policies. The propriety of such determination by the Director of CMUD shall be an arbitratable claim or controversy under Paragraph 11. Said forecast shall be made in the same manner as the financial feasibility of extensions are determined under Paragraph 27(f)(iii). Reimbursement shall be deemed sufficient for purposes of this Paragraph if said reimbursement equals ninety percent (90%) of the cost of the reimbursable extension. Any franchise awarded by the TOWN for a water and/or sewer system shall require the owner and operator of the franchised system to: (1) secure all necessary permits prior to beginning operation; (2) operate in compliance with all applicable statutes, ordinances and regulations; (3) construct the distribution and/or collector portion of the franchised system according to standards adopted by CMUD at the time the franchise is awarded, begin construction on the franchised system within one year of the award of the franchise and complete construction within a reasonable time thereafter, construct extensions from the franchised system according to CMUD standards adopted at the time such extension is approved by the TOWN, and maintain and operate the franchised system in a reasonable and prudent manner; (4) connect to the water and/or sewer system of CMUD within one (1) year whenever any portion thereof is located within five hundred feet of the franchised system's treatment facility at the sole expense of the owner of the franchised system, subject to reimbursement under any applicable established extension policy, and cease operation of the treatment facility thereafter; and (5) transfer said system to the CITY for incorporation into the CMUD system upon the payment by the CITY to said owner of One Dollar (\$1.00) and thereafter, said franchised system shall be fully subject to this Agreement.

27. To the extent any provision of this Agreement is authorized solely by Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes or other similar statutory authority authorizing interlocal cooperation between units of local government, the following provisions shall apply:

a) The purpose of this Agreement is to provide safe and sanitary water and sewer service within the TOWN, while relieving the TOWN of the financial burden of operating the subject water and sewer system and any extensions thereof, with the exception of provision 27(f) below.

b) This Agreement shall be perpetual. The TOWN and the CITY hereby agree that such perpetual duration is reasonable in light of the purposes of this Agreement.

c) No joint agency is established by this Agreement.

d) The CITY shall have the sole responsibility and authority to appoint or otherwise employ the personnel necessary for the implementation of this Agreement.

e) The responsibility for financing the construction, operation and maintenance of the subject water and sewer system and any extensions thereof shall be in accordance with the terms of this Agreement. The CITY shall be entitled to the receipt of all revenues from the subject water and sewer system and any extensions thereof.

f) i) Any extension to the subject water and sewer system or extensions thereof required by the TOWN shall be financed by the TOWN and shall be accomplished by contract between the TOWN and the CITY. Reasonable notice to proceed with such extensions will be provided to the CITY by the TOWN, such that applicable time limitations can be met; provided that, under no circumstances shall the CITY be liable to the TOWN for the payment of damages, penalties, fines or any other monetary recovery as a result of any failure to satisfy such time limitations.

ii) Reimbursement, if any, of the costs for such extensions will be provided by the CITY in accordance with established extension procedures which are otherwise applicable to customers of CMUD or to developers.

iii) As an alternative to the provisions of sub-section (f)(ii) above, the TOWN may finance under this sub-section any water and/or sewer system expansion or improvement which would be reimbursable under established extension procedures within the corporate limits of the TOWN or its extra-territorial jurisdiction which has the prior approval of the Director of CMUD based on technical engineering and financial feasibility, said approval not to be withheld unreasonably. If the TOWN finances said expansion or improvement by the issuance of general obligation bonds of the TOWN, said expansion or improvement shall be the property of the TOWN until said bonds are retired. Said expansion or improvement shall be leased to the CITY prior to being placed into operation through a new lease in compliance with the relevant provisions of Paragraph 3(b) above or by an addendum to any existing lease executed pursuant to said Paragraph. Each such new lease or addendum shall provide for payments by the CITY to the TOWN of sums sufficient to pay all of the TOWN's debt service on said bonds on an annual basis as and when such becomes due and payable. Upon the expiration of each lease arrangement, title to said expansion or improvement shall pass to the CITY upon payment of One Dollar (\$1.00) to the TOWN. All expenses of the TOWN in securing authority to issue said bonds and in issuing said bonds shall be the sole responsibility of the TOWN and shall not be reimbursed by the CITY in any manner. If the TOWN finances said expansion or improvement by any means other than the creation of debt, the preceding provisions of this sub-section shall fully apply; provided that, the term of the lease shall be fifteen (15) years with CITY making fifteen (15) equal payments,

one at the end of each year of the lease. Such payments shall total the cost of said expansion or improvement. If the TOWN proposes to use general obligation bonds to finance said expansion or improvement and after the TOWN has secured authority to issue said bonds, the TOWN shall notify the CITY in writing at least 60 days, but no less than 120 days, before the actual issuance of said bonds. Said notice shall contain the terms and conditions under which said bonds will be issued, including but not limited to the expected interest rate for said bonds. The CITY may, in its sole discretion, decide to finance said expansion or improvement through the issuance of general obligation bonds of the CITY or the use of any other available funds or means of financing said expansion or improvement. If the CITY decides to finance said expansion or improvement, written notice of such decision shall be given to the TOWN at least 30 days before the TOWN's issuance of its bonds or 30 days after receipt of the TOWN's notice of its intent to use bond financing, whichever date is later. Upon receipt of such notice the TOWN shall not issue such bonds. The CITY's decision to finance said expansion or improvement shall not unreasonably delay the beginning of construction thereof.

g) This Agreement may be amended only by a document in writing, approved by the City Council of the CITY and the Board of Commissioners of the TOWN, and executed by the Mayors of the CITY and TOWN.

h) This Agreement shall be terminated only upon the agreement of the CITY and TOWN following the procedure described for amending this Agreement.

28. Except as set forth in Paragraph 12, the CITY shall assume and honor all existing (as of the date of transfer) contracts and agreements with third parties previously entered into by the TOWN concerning the subject water and sewer system; provided that such contracts that require expenditure of CITY funds shall be reimbursed by TOWN in full within thirty (30) days after demand by CITY. Any such contract or agreement with third parties entered into by TOWN between the execution of this Agreement and the date of transfer shall require approval by the CITY.

29. All prior agreements and contracts between the CITY and TOWN regarding water and sewer service are rescinded as of the date of transfer. This Agreement contains the sole and entire agreement between the TOWN and the CITY regarding the provision of water and sewer service.

30. It is hereby declared to be the intention of the TOWN and the CITY that the paragraphs, sections, sentences, clauses and phrases of this Agreement are severable. If one or more paragraphs, sections, sentences, clauses, or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this Agreement and the same shall continue to be fully effective and enforceable on the basis that said remaining provisions would have been agreed to by the CITY and the TOWN without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase.

31. a) This Agreement shall become effective upon the following: (1) approval by the North Carolina General Assembly of a bill authorizing municipalities within Mecklenburg County to enter into agreements concerning annexation (Exhibit F or any bill substantially similar thereto); (2) approval by the TOWN and the CITY of a separate agreement designating areas which are not subject to annexation by one or more of the participating municipalities (Exhibit D); (3) adoption of a TOWN ordinance outlined in Paragraph 24 above; (4) approval and execution of this Agreement; (5) approval and execution by CITY and Mecklenburg County of an amendment to The Agreement Between the City of Charlotte and Mecklenburg County With Respect to the Establishment of a City-County Utility Department, dated January 17, 1972, that requires TOWN approval of utility extensions within area defined in the annexation agreement; the TOWN's extra territorial jurisdiction; (6) approval and execution of a substantially similar water and sewer agreement (except for the purchase of water intake and treatment facilities) with the Town of Cornelius and approval and execution of similar water and/or sewer agreements by each of the other four TOWNS in Mecklenburg County; and (7) approval by the voters of the TOWN of the transfer of the water system to the CITY under the terms of this Agreement. The TOWN and the CITY will use their best efforts to secure the passage of said bill (Exhibit F or any bill substantially similar thereto).

b) Notwithstanding the provisions of Paragraph 31(a) above, the provisions of Paragraphs 4(b) and 19(b) above shall be effective immediately upon the execution of this Agreement.

c) If this Agreement takes effect pursuant to the provisions of Paragraph 31(a) above, the earlier agreement between the TOWN and the CITY transferring the TOWN's sewer system only to the CITY shall be rescinded automatically and shall have no force and effect. No additional action by the TOWN and the CITY shall be necessary to rescind said earlier agreement. If this Agreement does not take effect pursuant to the provisions of Paragraph 31(a), this Agreement shall have no force and effect and said earlier agreement shall not be rescinded in any manner but shall remain in full force and effect according to its provisions.

32. Whenever written notice is required under this Agreement, said notice shall be sufficient when received by the municipal clerk of the party for whom such notice was intended. Said notice may be mailed or hand-delivered but shall not be effective unless actually received. If notice is mailed to the CITY, it shall be addressed as follows:

City Clerk City Hall 600 East Trade Street  
Charlotte, North Carolina 28202

If notice is mailed to the TOWN, it shall be addressed as follows:

Town Clerk Town Hall Davidson, North Carolina 28036

Either party may change its mailing address, by giving written notice of the new address. Unless so changed, the addresses set forth above shall apply.

This the 14<sup>th</sup> day of August, 1984.

## CITY OF CHARLOTTE

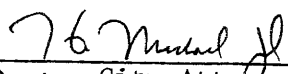
BY: 

Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

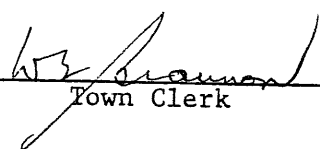
  
City Attorney

## TOWN OF DAVIDSON

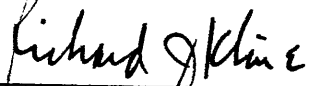
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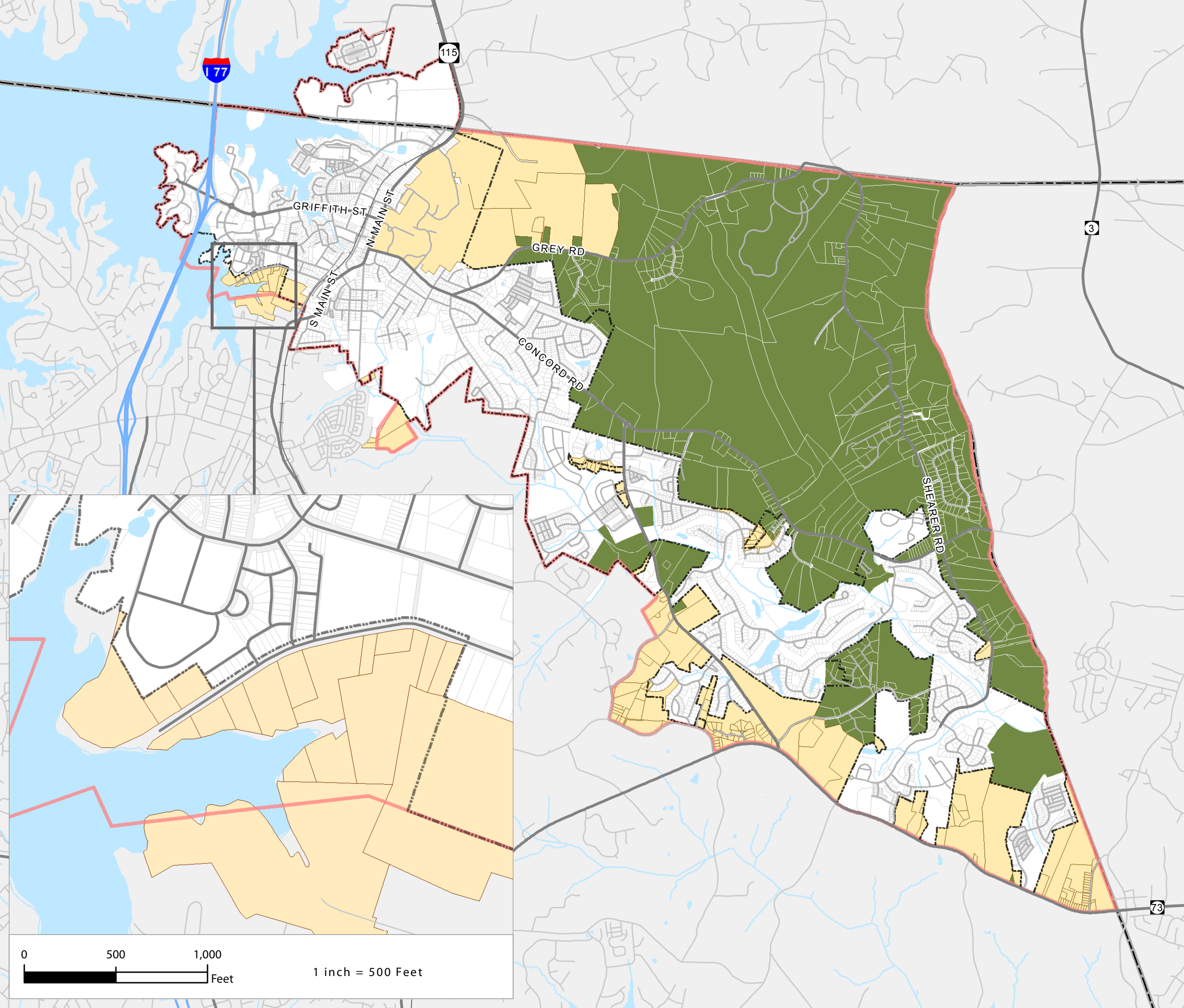
Mayor

ATTEST:

  
Town Clerk

APPROVED AS TO FORM:

  
Town Attorney



## ETJ PARCELS

This map of the Town of Davidson's ETJ shows parcels that were evaluated as part of the Rural Area Plan and those that were not but still in the ETJ.

### PARCELS

- Portion of Parcel in ETJ
- Parcels part of the RAP

### STREETS / RAIL

- Rail
- Interstates
- Streets

### WATER FEATURES

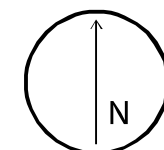
- Lakes and Ponds
- Creeks and Streams

### BOUNDARIES

- Town of Davidson
- Sphere of Influence / ETJ
- County Boundary

## TOWN OF DAVIDSON

MECKLENBURG COUNTY, NORTH CAROLINA



0 3,000  
Feet

1 inch = 3,000 Feet

Date: 7/25/2018

DATA SOURCES:  
NC One Map  
Mecklenburg County  
Town of Davidson

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 500 1,000  
Feet

1 inch = 500 Feet

## **DRAFT 8-7-18 Annexation Policy**

This document outlines both the **policies** under which voluntary annexation requests will be considered and reviewed and **processes** for voluntary annexation requests. It is the policy of the Town of Davidson to review and consider annexation individually according to the terms and conditions of this policy. Decisions to annex shall be at the discretion of the Town Board, and the decision regarding any annexation does not cause a precedence to be set for future consideration of annexation.

**I. Policies for Voluntary Contiguous Annexation** – Petitions for voluntary annexation of parcels that are adjacent to the primary corporate limits will be evaluated based on the following criteria:

1. Minimum requirements – all requirements of applicable state statutes (§160A-31) and the Davidson Planning Ordinance must be met.
  - 1.1 The proposed annexation must be consistent with the Comprehensive Plan and any applicable adopted Land Use Plans.
  - 1.2 The proposed annexation is in compliance with any annexation agreements with neighboring jurisdictions, if applicable.
2. Boundaries
  - 2.1 A boundary of the proposed annexation area should be contiguous with the primary corporate limits.
3. Impacts on Town Services
  - 3.1 The costs of extending town services to a newly annexed area should not substantially outweigh the economic benefits of the annexation to the town.
  - 3.2 The extension of town services to a newly annexed area should not have a substantial negative impact on the provision of town services elsewhere.
  - 3.3 The town must be able to provide the same level of service to the proposed annexation area as it does within the primary corporate limits.

#### 4. Capacity of Infrastructure

4.1 Development associated with an annexation shall have appropriate water and sewer services, the cost of which shall be borne by the applicant/developer. The developer shall provide evidence from Charlotte Water or other Water and Sewer Utility that sufficient capacity exists to serve the proposed development.

#### 5. Exceptions

5.1 Except for criteria identified as “minimum requirements”, all other evaluation criteria may be waived or varied if the Town Board of Commissioners determines that either of the following conditions exists:

- (a) A petitioner would experience a significant non-financial hardship if the annexation was not approved.
- (b) Under the facts of the petition, the town’s interests are better served by waiving or varying one or more of these criteria.

5.2 Compliance with these criteria does not guarantee approval of annexation requests.

## **II. Policies for Voluntary Noncontiguous Annexation** – Petitions for voluntary annexation of parcels that are not adjacent to the primary corporate limits will be evaluated based on the following criteria:

### 1. Minimum requirements – all requirements of applicable state statutes (§160A-58) and the Davidson Planning Ordinance must be met.

1.1 The closest point of the proposed annexation area must be within 3 miles of the primary corporate limits.

1.2 The proposed annexation is in compliance with any annexation agreements with neighboring jurisdictions, if applicable.

1.3 No point of the proposed annexation area may be closer to another municipality than to Davidson.

- 1.4 When a proposed annexation area is added, the total land area of all satellite annexations must be less than 10% of the total land area within the primary corporate limits.
- 1.5 The town must be able to provide the same level of service to the proposed annexation area as it does within the primary corporate limits.
- 1.6 If the proposed annexation area includes a subdivision as defined by state statutes, the annexation area must include the entire subdivision.
- 1.7 The proposed annexation must be consistent with the Comprehensive Plan and any applicable adopted Land Use Plan.

### **III. Procedures for Voluntary Annexation Requests**

Petitions for annexation are submitted in duplicate to both the Town Clerk and the Town Manager (or designee). Applicants should submit the original completed application to the Town Clerk and a copy to the Public Works Department. The application submitted to the Town Clerk should be accompanied by the required fee (as established by the most current fee schedule). Upon receiving an application, staff will review it for completeness and an “official acceptance” will be issued to the applicant.

Once a completed application is accepted, it will be routed to various town departments for review and consideration. The annexation request will be scheduled for the required meetings and hearings before Town Board.

There are several public hearings and public meetings involved in the voluntary annexation process:

1. Investigation of Sufficiency – Once a petition for annexation has been submitted, the Town Board must direct the Clerk to investigate the sufficiency of the petition in accordance with §160A-31 prior to any further review. Should the petition and/or any portion of the required additional information be found to be incomplete or inaccurate at the time submitted or during the review process, the petition will be returned to the applicant for completion or to correct the inaccurate information. The revised petition and required additional information may be resubmitted to the Town Clerk for processing again. There is not public hearing at this meeting, and it is not necessary for the petitioner/agent to attend.

Upon reviewing the information, the Clerk will certify the results.

2. Resolution Establishing Public Hearing – The Town Board must establish a date for a public hearing. At this meeting, no public hearing will be held and it is not necessary for the applicant/agent to attend.

The signed resolution is a requirement prior to the scheduling of public hearing to consider the annexation. Following the adoption of the resolution, the Town Clerk will publish notice of the annexation public hearing in the local newspaper, at least 10 days in advance of the hearing date.

3. Town Board – The Town Board will hold a public hearing on the requested annexation. Commissioners will consider the recommendations of staff and receive any additional information relative to the annexation request.

Commissioners will also hear objections to or approvals of the annexation from owners/residents of the property proposed by annexation; by state statute, Commissioners may limit the public hearing to only current town residents/property owners and those who reside on and/or own the property proposed for annexation. The Town Board will set the effective date for the annexation, if approved, for the first day of the next month following the month in which public hearing was held.

#### Fees and Expenses

Regardless of the final action (approval or denial) by the Town Board, the applicant(s), or the designated representative of the applicant(s) requesting the annexation, shall be responsible for all fees covering the cost of advertising, mailing notices, posting signs, recording fees and any other administrative expenses involved in the annexation process. The signing of the petition for the annexation shall indicate the applicant's (or the designated representative's) acceptance of this responsibility.

#### Staff Review

Citizens wishing to petition for annexation of property contiguous to the town limits may submit a petition signed by each of the property owners within the area to be annexed. Once staff has determined that the petition is complete, it will be routed to various town departments for review. Staff review of the applications results in a "Staff Analysis" that is forwarded to the Town Board. In addition to

the policy guidelines stated above, staff will review the application for the following elements:

- Vested zoning rights – any vested zoning rights should be disclosed.
- Metes and bounds description – a metes and bounds description must be approved by the Town attorney PRIOR to submitting a petition to the Clerk. Without an approved legal description, the review process will not be started.
- Development program – A worksheet is included in the annexation application and should be completed by the petitioner and should include a development time line.

**Failure to address these requirements will result in a staff recommendation of denial.**

Water and sewer services may need to be extended to the area, which may result in a significant cost to the petitioners. Petitioners must contact Charlotte Water or other Water and Sewer Authority to determine the need for utility extensions. An application should provide evidence that Charlotte Water or other utility has been contacted regarding water and sewer extensions and verification that sufficient capacity exists for the proposed development.

Extensions require approval from the Town Board prior to petitioning for voluntary annexation.

STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY

DATE: \_\_\_\_\_

**PETITION FOR VOLUNTARY CONTIGUOUS ANNEXATION**

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

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

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

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

IN WITNESS WHEREOF, your petitioner(s) has caused this instrument to be executed on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**PETITIONER(S)**

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

Name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Accuracy of Legal Description Approved:

\_\_\_\_\_  
Town Attorney

## PETITION FOR VOLUNTARY CONTIGUOUS ANNEXATION

**Submittal Checklist – All items on the checklist must be submitted in order for the petition to be accepted and scheduled for consideration. If any items are not included, the Town Clerk will reject the petition.**

\_\_\_\_\_ Annexation petition, signed by either property owners or residents.

If the deed has multiple owners, such as a husband and wife, then all individuals must sign this petition form. Attach the copy of the deed of each property to the corresponding petition sheet. The original copies with signatures must be submitted to the Town Clerk. If the property is owned by a corporation or entity other than a private individual, a responsible corporate officer must sign as petitioner with an attestation by a second corporate officer and the corporate seal affixed.

\_\_\_\_\_ Metes and bounds description, APPROVED BY TOWN ATTORNEY.

\_\_\_\_\_ Annexation petition fee.

\_\_\_\_\_ List of parcels to be annexed, including the tax parcel number, property owner, and property owner mailing address for each parcel.

\_\_\_\_\_ List of parcels adjacent to those proposed to be annexed, including parcels separated from the annexation property by a street or rail right-of-way.

\_\_\_\_\_ Two sets of business-size envelopes pre-addressed to the adjacent property owners with the Town's return address (PO Box 579, Davidson, North Carolina 28036). All envelopes must have postage and metered postage must be *undated*.

\_\_\_\_\_ A current to-scale copy of a Mecklenburg County tax map highlighting the petitioned property and the current town limits.

\_\_\_\_\_ Map to be recorded with the Mecklenburg County Register of Deeds.

\_\_\_\_\_ Letter from Charlotte Water (or other utility) stating that sufficient capacity exists to serve the proposed development and whether an extension or connections is required.

STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY

DATE: \_\_\_\_\_

**PETITION FOR VOLUNTARY NONCONTIGUOUS ANNEXATION**

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

1. We, the undersigned owners of real property believe that the area described in paragraph 2 below meets the requirements of G.S. 160A-58.1 and respectfully request that the area described in paragraph 2 below be annexed to the town of Davidson.
2. The area to be annexed is contiguous to the town of Davidson, and the boundaries of such territory are as follows:

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

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

IN WITNESS WHEREOF, your petitioner(s) has caused this instrument to be executed on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**PETITIONER(S)**

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

Name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Accuracy of Legal Description Approved:

\_\_\_\_\_  
Town Attorney

## PETITION FOR VOLUNTARY NONCONTIGUOUS ANNEXATION

**Submittal Checklist – All items on the checklist must be submitted in order for the petition to be accepted and scheduled for consideration. If any items are not included, the Town Clerk will reject the petition.**

\_\_\_\_\_ Annexation petition, signed by each property owner within the proposed satellite annexation area.

If the deed has multiple owners, such as a husband and wife, then all individuals must sign this petition form. Attach the copy of the deed of each property to the corresponding petition sheet. The original application with original signatures must be submitted to the Town Clerk and a duplicate copy submitted to the Planning Division. If the property is owned by a corporation or entity other than a private individual, a responsible corporate officer must sign as petitioner with an attestation by a second corporate officer and the corporate seal affixed.

\_\_\_\_\_ Metes and bounds description, APPROVED BY TOWN ATTORNEY.

\_\_\_\_\_ Map showing the area proposed for annexation with relation to the primary town limits; this map must include the distance of the proposed satellite annexation area to the primary town limits and from what point it is calculated.

If the proposed annexation is within close proximity to a town other than Davidson, the map must also show the distance of the proposed satellite to the other town's limits.

\_\_\_\_\_ Annexation petition fee.

\_\_\_\_\_ List of parcels to be annexed, including the tax parcel number, property owner, and property owner mailing address for each parcel.

\_\_\_\_\_ Lists of parcels adjacent to those proposed to be annexed, including parcels separated from the annexation property by a street or rail right-of-way.

\_\_\_\_\_ Two sets of business-size envelopes pre-addressed to the adjacent property owners with the Town's return address (PO Box 579, Davidson, North Carolina 28036). All envelopes must have postage and metered postage must be *undated*.

\_\_\_\_\_ A current to-scale copy of a Mecklenburg County tax map highlighting the petitioned property and the current city limits.

\_\_\_\_\_ Map to be recorded with the Mecklenburg County Register of Deeds.

\_\_\_\_\_ Letter from Charlotte Water (or other utility) stating that sufficient capacity exists for proposed development and whether a water or sewer extension or connection will be required.

DRAFT



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**Agenda Title: Consider Approval of Resolution 2018-20 to exempt Davidson Lands Conservancy Run for Green on September 15 from Section 54-1 of the Municipal Code  
Town Manager Jamie Justice**

**SUMMARY:** Davidson Land Conservancy (DLC) Run for Green will take place on Saturday, September 15, 2018. The post-race celebration will take place on the Town Green and DLC has requested to offer limited beer to age-appropriate race participants. DLC wishes to be exempt from Section 54-1 of the Davidson Municipal Code.

**Summary:**

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**ATTACHMENTS:**

Description	Upload Date	Type
□ Resolution 2018-20 DLC Run for Green	8/14/2018	Cover Memo



## **RESOLUTION 2018-20**

### **TO EXEMPT THE DAVIDSON LANDS CONSERVANCY RUN FOR GREEN FROM SECTION 54-1 OF THE MUNICIPAL CODE ON SEPTEMBER 15, 2018**

**WHEREAS**, a request has been made to exempt the Davidson Lands Conservancy Run for Green on September 15, 2018 from Section 54-1 of the Davidson Municipal Code; and

**WHEREAS**, Section 54-1 (a) of the Town of Davidson Municipal Code states it shall be unlawful for any person to possess an open container of malt beverage or unfortified wine, or to possess or consume fortified wine, spirituous liquor or mixed beverages on property owned and operated by the town; and

**WHEREAS**, Section 54-1 (f) authorizes the town board of commissioners to exempt outdoor festivals or events of a national, state, or local significance if notice received at minimum of 30 days prior to the event; and

**WHEREAS**, Section 50-7 (d) authorizes the town board of commissioners to exempt events; and

**WHEREAS**, a request has been made within said notice requirement; and

**WHEREAS**, the Run for Green is an event of local significance for the town bringing economic development to downtown with expected attendance in excess of 900; and

**WHEREAS**, no public hearing is required to allow the use of the green for the consumption of alcohol and the possible sale of alcohol until noon on September 15, 2018; and

**WHEREAS**, staff have taken appropriate measures to ensure downtown business owners' support of the event;

**NOW, THEREFORE BE IT RESOLVED** that the Town of Davidson Board of Commissioners do hereby conditionally authorize the exemption of the Davidson Lands Conservancy Run for Green for distribution on September 15, 2018 from Section 54-1 of the Davidson Municipal Code in order to allow the consumption of alcohol on the town maintained green located in front of the Davidson Library contingent upon staff approval of the event.

**Adopted this 7th day of August 2018.**

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Rusty Knox, Mayor

ATTEST:

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Elizabeth K. Shores, Town Clerk



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**Agenda Title: Discussion on Reducing Scale of Village Infill Building Types**  
**Planning Director Jason Burdette**

**SUMMARY:** The Board of Commissioners prioritized reducing the scale of building types in the Village Infill Planning Area (VIP), including removing the multi-family building type. This is for discussion purposes.

**Summary:**

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**ATTACHMENTS:**

Description		Upload Date	Type
❑	Presentation	8/2/2018	Presentation
	VIP Building Types Memo	8/2/2018	Cover Memo

# REDUCING SCALE OF VILLAGE INFILL BUILDING TYPES



College Town. Lake Town. *Your Town.*

Board of Commissioners Work Session  
Jason Burdette, Planning Director  
Missing Middle Update  
January 9, 2018

# TEXT AMENDMENTS – OVERVIEW

## TOPICS COVERED

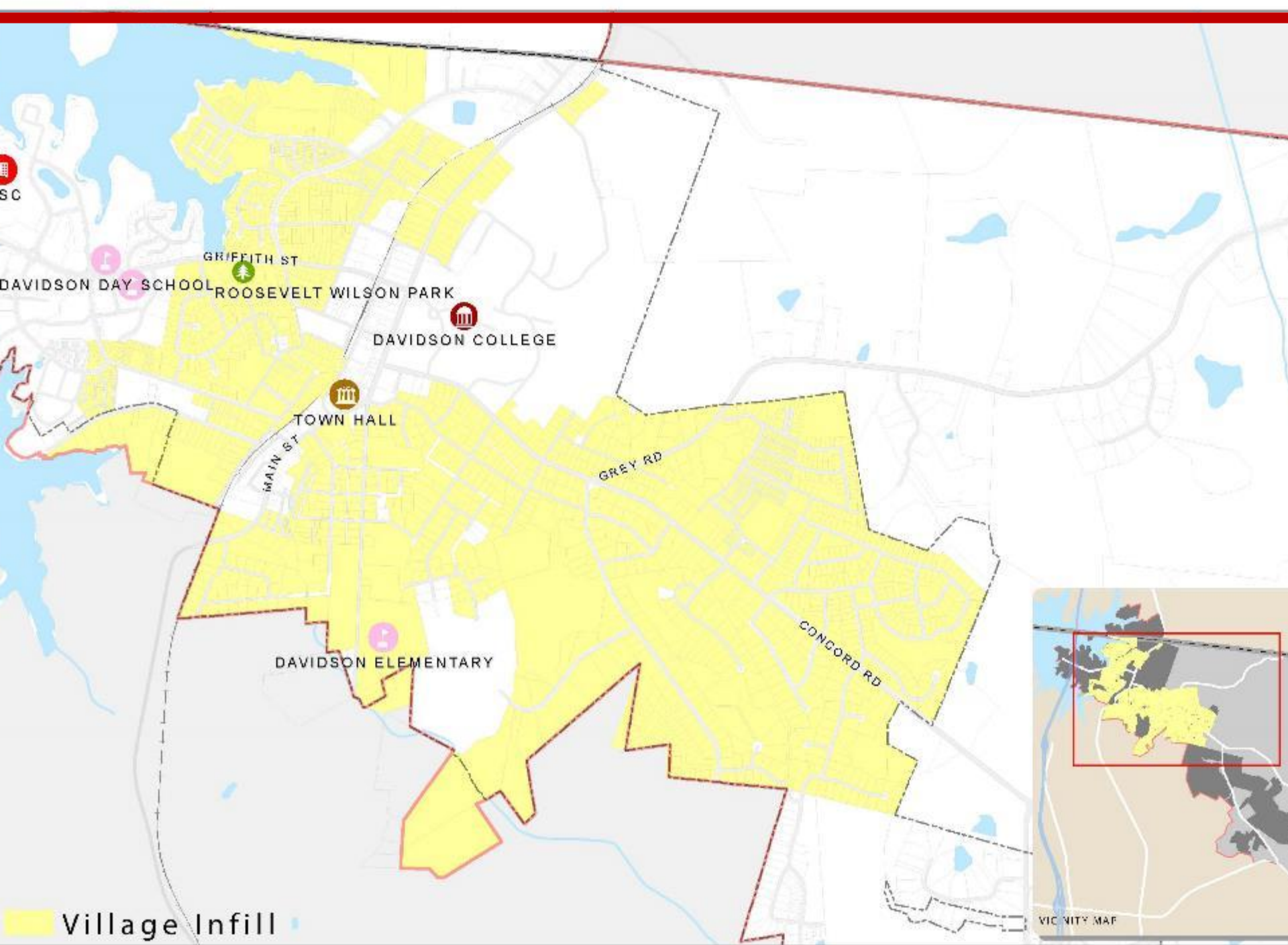
1. **Purpose:** Why We're Discussing It
2. **Background:** Why It's Important to Davidson
3. **Proposed Changes:** Draft Concepts/Changes
4. **Current Status & Next Steps:** Where We Are/Where We're Going

# SECTIONS 2 & 4 TEXT AMENDMENTS

## PURPOSE & BACKGROUND

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- **BOC DIRECTIVE:** Review Multi-Family Building Type in Village Infill Planning Area (BoC Strategic Plan, PD Work Plan)
- **CONCERNS:**
  - As Currently Exists: Building types incompatible with Village Infill
  - If Removed: Context-sensitive building types permitted in Village Infill
- **STRATEGY:** Respond to BoC directive and citizen concerns about scale of buildings in the VIP
- **PROPOSAL SUMMARY:**
  - Section 2: Eliminate Multi-family from Village Infill Planning Area Permitted Building Types
  - Section 4: Introduce Two New Building Types (Village Walkup, Village Courtyard)



# DRAFT CONCEPTS/CHANGES

# SECTIONS 2 & 4 TEXT AMENDMENTS

## NEW BUILDING TYPES

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- **Multi-Family Building Type:** Remove from VIPA
- **Mixed Village Housing:** New/Create within VIPA
- **Mixed Village Includes:**
  - Village Walk-Up
  - Village Courtyard
- **Benefits:**
  - Respects Historic Precedents in Town
  - Accommodates Demographic Needs
  - Meets Market Demand

# VILLAGE WALKUP



## VILLAGE COURTYARD



# SECTIONS 2 & 4 TEXT AMENDMENTS

## MIXED VILLAGE

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- **Requiring a Mix of Building Types in Master Plans >3 acres:**
  - Minimum/Maximum:
    - » No more than 60 percent of the units in each Master Plan development shall be single-family residential Detached House or Townhouse building types;
    - » No more than 60 percent of the units in each Master Plan development shall be Attached House, Live/Work, and Mixed Village building types.
  - Master Plans: **Applicable to Only to Master Plans > 3 Acres**
    - » (i.e.) Master Plan = Two or more Principal Buildings or Public Infrastructure

# SECTIONS 2 & 4 TEXT AMENDMENTS

## MIXED VILLAGE OPTIONS

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- **Options for a Mix of Building Types in Master Plans >3 acres:**
  - Option 1: No Minimums/No Maximums:
    - » Development could include all of one building type (i.e. Single Fam, Triplexes, Village Walkups)
  - Option 2: Bare Minimums/No Maximums:
    - » Must have *at least two* building types (but no prescriptive amount)
    - » Ex: 10 Single-Family, One Triplex or Four Village Walkups and Four Townhomes
- Master Plans: **Applicable to Only to Master Plans > 3 Acres**
  - » (i.e.) Master Plan = Two or more Principal Buildings or Public Infrastructure

# NEXT STEPS

## OPTIONS

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- Gather more public input (potentially have the PB field inquiries at August meeting)
- Restart the text amendment process (public hearing, PB rec); takes longer to implement
- Vote on August 28
- Put on hold and discuss at a later date (Comprehensive Plan)
- Discard altogether



## Reducing Scale of Village Infill Building Types

To: Davidson Board of Commissioners  
From: Jason Burdette, Planning Director  
Date: August 7, 2018  
Re: Village Infill building types

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### 1. OVERVIEW

The Board of Commissioners directed staff to review building types, specifically reducing the scale of buildings and developing a context-sensitive strategy. Staff proposes removing the multi-family building type in the VIP and replacing it with two Mixed Village options, both reduced in scale. Potential regulatory options shall be discussed.

### 2. RELATED TOWN GOALS

**Strategic Plan Goal:** Change land use regulations including revisions to Village Infill Planning Area for lower densities and smaller scale.

**Planning Department: Work Plan:** (Neighborhood Character) Develop a Village Infill multi-family strategy.

**Comprehensive Plan:** Maintain Quality Design/Sound Planning Principles Goal 1- Prioritize Infill/Mixed-Use Development Within or Near Already Developed Areas. The town should establish the downtown and village area as the highest priority for infill, redevelopment, and mixed use.

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

**Constituents Served:** All citizens. Though citizens living in the Village Infill Planning Area would be most served/impacted.

### 3. OPTIONS/PROS & CONS

**Pros:** Reduces scale of potential development in the Village Infill Planning Area.

**Cons:** Renders Lakeside Apartments a non-conforming building type.

### 4. FYI or RECOMMENDED ACTION

This is for discussion purposes.

### 5. NEXT STEPS

The Board could choose to take action at the August 28<sup>th</sup> meeting. Or, the Board could request more input from the Planning Board and/or citizens.