



**TOWN OF DAVIDSON
BOARD OF COMMISSIONERS WORK SESSION
Town Hall & Community Center Board Room – 251 South Street
Tuesday, September 12, 2023 at 6:00 p.m.**

**LIVESTREAM AUDIO – If viewing the livestream from a mobile device,
tap the video screen to find the volume control to unmute the audio.**

I. CALL TO ORDER

II. ANNOUNCEMENTS/PROCLAMATIONS

- a. [Constitution Week – September 17 – 23](#)
- b. [National Preparedness Month](#)

III. CHANGES/ADOPTION OF THE AGENDA

IV. QUARTERLY COMMISSIONER REPORTS - Each board member provides an update of the outside Board to which they have been appointed.

**Centralina Regional Council - Commissioner Autumn Rierson Michael
Charlotte Regional Transportation Planning Organization – Mayor Knox
Lake Norman Transportation Commission – Commissioner Matthew Dellinger
Lake Norman Chamber of Commerce - Commissioner Tracy Mattison Brandon
Lake Norman Economic Development Corporation – Commissioner Ryan Fay
Metropolitan Transit Commission - Mayor Rusty Knox
Visit Lake Norman - Commissioner Jane Campbell**

V. PUBLIC HEARING

a. Public Hearing for Ordinance 2023-09: An Ordinance to Amend the Davidson Planning Ordinance to Clarify the Required Time to Hold a Board of Adjustment Evidentiary Hearing

Jason Burdette, Planning Director

Summary: The attached draft changes are being undertaken to create a set calendar date in which the Board of Adjustment (BOA) will meet regularly and hear cases, as well as clarify language around evidentiary materials, expedited hearings, and what constitutes a “day” for tolling purposes. The proposed text amendment will require the creation of a calendar of BOA meeting dates, similar to what many other municipalities utilize. In addition, the text amendment specifies that completed applications must be submitted in accordance with a filing calendar deadline in order to be heard at the desired hearing date. The Rules of Procedure include deadlines for evidentiary materials and expedited hearings of appeals pursuant to NCGS 160D-405(f). These changes are being added to

keep the Rules of Procedure and the DPO consistent and up to date with the latest NCGS amendments.

Per DPO Section 14, a public hearing is required for any amendments to the DPO. The public hearing was advertised according to DPO and NCGS 160D requirements. The Planning Board is also required to make a formal recommendation prior to action by the Board of Commissioners and plan to do so at their September 25, 2023, meeting. The Board of Commissioners may consider approval at their October 10 meeting.

[Agenda Memo - Public Hearing BOA Changes](#)

[Presentation - Public Hearing DPO Text Amendment 09.12.2023](#)

[Attachment - Draft Text Amendment DPO 09.12.2023](#)

VI. BUSINESS ITEMS

a. Discuss Davidson Fire Station 1 Site Study

Chief Ryan Montieth, Fire Department

Keith Carlyon, Managing Principal, ADW Architects

Piet Swart, Finance Director

Summary: The Town has identified Fire Station 1 replacement as a priority within the CIP. The current building is not suitable for future growth within the organization. This project has been discussed in previous years. No enhancements were made to the current station 1 during the public facilities project as efforts have been concentrated on identifying a permanent solution. ADW Architects was contracted to conduct a site study at the current location of 216 South Main Street and the Sadler property located on Griffith Street. The town has approached the owner of the property and the property is under a purchase contract by the town. The closing of the property is scheduled for October 5, 2023. The site study, Sadler property, and long-term financial picture regarding this project will be discussed.

Action/Proposed Motion: This item is for discussion only. At the September 26 meeting, the board will be asked to approve a resolution authorizing the purchase of the property and a budget amendment to provide the funds.

[Agenda Memo - Fire Station 1 ADW Site Study 09.12.2023](#)

[Presentation - Fire Station 1 ADW Site Study 09.12.2023](#)

b. Consider Approval of Summit Farms Affordable Housing Plan

Eugene Bradley, Housing and Equity Director

Summary: The Summit Farms Conditional Master Plan, which included the Affordable Housing unit agreement, was originally approved by the town board August 22, 2023. It includes twelve (12) affordable housing units to be built to satisfy the affordable housing requirements between 80% and below of Area Median Income (AMI). The project shall meet the ordinance-required 12 units through on-site construction. The units shall be included in both the triplex building and the mixed-use/multi-family building. All units shall be for rent. This plan is consistent with the town's Affordable Housing Needs Assessment Implementation Strategy goal of rental units under 80% Area Median Income (AMI).

Action/Proposed Motion: Motion to approve the Summit Farms Affordable Housing Plan.

[Agenda Memo - Summit Farms Affordable Housing Plan 09.12.2023](#)

[Presentation - Summit Farms Affordable Housing Plan 09.12.2023](#)

[Attachment - DRAFT - Summit Farms Affordable Housing Plan](#)

c. Consider Approval of Critical Home Repair Policy

Eugene Bradley, Housing and Equity Director

Summary: As a part of the Town's Affordable Housing Needs Assessment Implementation Strategy, addressing the need for critical home repairs as a means to preserve affordable housing in the community is an important tool. The goal is to protect and preserve some of Davidson's naturally occurring affordable housing stock for current residents to age in place and allow the Town's current affordable housing stock to remain in good condition. The Comprehensive Housing Affordability Program (C.H.A.P.) will focus on critical home repair, rental subsidies, and emergency home repairs. As the town works in these three areas, it is important to develop policies around each of these programs to ensure consistency, fairness, and alignment with the Needs Assessment Implementation Strategy. Staff previously presented a draft policy at the August 22nd board meeting.

Action/Proposed Motion: Motion to approve the Critical Home Repair Policy and authorize the town manager to finalize and execute an agreement with Habitat for Humanity of the Charlotte Region.

[Agenda Memo - Critical Home Repair Policy 09.12.2023](#)

[Presentation - Critical Home Repair Policy 09.12.2023](#)

[Attachment - Critical Home Repair Policy 08.22.2023](#)

[Attachment - MOU with Habitat Charlotte Region for Critical Home Repair](#)

[Attachment - Subrecipient Agreement Habitat 2023](#)

d. Discuss Rental Subsidy Policy

Eugene Bradley, Housing & Equity Director

Summary: As a part of the Town's Affordable Housing Needs Assessment Implementation Strategy, rental subsidies for eligible residents are a means to support those residents that have experienced unprecedented rent increases over the last three years. These increases have resulted in housing insecurity for many residents. As a key component of the Comprehensive Housing Affordability Program (C.H.A.P.) it is important to develop policies around each of these programs to ensure consistency, fairness, and alignment with the Needs Assessment Implementation Strategy. The goal is to provide 25 rental subsidies to occupants making less than 80% of the current Mecklenburg County area median income (AMI) are paying no more than 30% of their income toward rent and utilities.

Staff will present a draft policy for the rental subsidy program and answer any questions.

Concurrently, staff is working on a service provider agreement with the Ada Jenkins Center to implement the rental subsidy program.

Action/Proposed Motion: This item is for discussion only. The board will be asked to consider approval of the policy and authorize the town manager to execute an agreement with the Ada Jenkins Center as a part of the consent agenda at the September 26th board meeting.

[Agenda Memo - Rental Subsidy Policy 09.12.2023](#)

[Presentation - Rental Subsidy Policy 09.12.2023](#)

[Attachment - Rental Subsidy Policy 09.12.2023](#)

[Attachment - Subrecipient Agreement Ada Jenkins 2023](#)

e. Consider Approval of 2023 Resurfacing Contract

Doug Wright, Project Manager

Summary: The 2023 resurfacing project will take place in the “Central Village” area. This project is Year 3 of a 5-Year resurfacing plan for all town-maintained streets. Formal contracts greater than \$500,000 require Board of Commissioners approval. Powell Bill funds (gas tax revenues) are collected by the state and redistributed to municipalities, and these funds are restricted to use for resurfacing and a few other uses. Our distribution is budgeted at \$425,000, which is about a \$100,000 increase over where we were three (3) years ago. The town budget includes other funds for this resurfacing project for a total budget of up to \$625,000. A formal bid opening was held on September 8, 2023, with Red Clay Industries being the low bid at \$512,326.53 and the bid and contract have been vetted for approval.

Action/Proposed Motion: Motion to approve the 2023 Resurfacing Contract and authorize the town manager to execute the agreement with Red Clay Industries as presented.

[Agenda Memo - 2023 Resurfacing Contract 9.12.2023](#)

[Attachment - 2023 Streets resurfacing map](#)

[Attachment – 2023 Resurfacing Contract Town of Davidson](#)

f. Discuss Draft Ordinance for Town of Davidson Business Facilities and Vacant Land

Jamie Justice, Town Manager

Summary: Since town staff has moved into the new Town Hall and Community Center, we have been gaining experience with the building and reviewing town services and operations. As a part of that review, we have determined the need to create an ordinance. This proposed ordinance addresses public access to town business facilities and vacant land and other related stipulations. It authorizes the town manager to create rules and regulations consistent with this ordinance. The draft is modeled after other towns’ ordinances. This is recommended by the town manager and town attorney.

Action/Proposed Motion: This item is for discussion only. The board will be asked to consider approval of the ordinance as part of the consent agenda at the September 26 board meeting.

[Agenda Memo - Town Business Ordinance 09.12.2023](#)

[Attachment - DRAFT Ordinance Town Business Facilities 09.12.2023](#)

- VII. SUMMARIZE MEETING ACTION ITEMS - Town Manager will summarize items where the board has requested action items for staff.**
- VIII. CLOSED SESSION**
 - a. NCGS §143-318.11. (a) (3) Consult with Attorney - Attorney-client privilege**
 - b. NCGS §143-318.11. (a) (6) - Personnel**
- IX. ADJOURN**



PROCLAMATION Constitution Week

WHEREAS, September 17, 2023, marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Rusty Knox, Mayor of Davidson, do hereby proclaim September 17 through September 23, 2023 as “**CONSTITUTION WEEK**” and ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Proclaimed this the 12th day of September 2023.

Rusty Knox, Mayor



PROCLAMATION

National Preparedness Month

WHEREAS, National Preparedness Month is an observance each September to raise awareness about the importance of preparing for disasters and emergencies that could happen at any time; and

WHEREAS, Many towns and counties throughout North Carolina have been affected by a variety of emergencies, including mudslides, wildfires, flooding, earthquakes, and the COVID-19 pandemic; and

WHEREAS, The peak period of hurricane season is historically mid-August through October, and September 10 marks the peak of hurricane season; and

WHEREAS, The 2023 theme of National Preparedness Month is “Take Control in 1, 2, 3” with a focus on preparing older adults for disasters, specifically older adults from communities that are disproportionately impacted by the all-hazard events, which continue to threaten the nation; and

WHEREAS, The Town of Davidson Board of Commissioners, Staff, and Emergency Personnel desires that every household, property owner, and business in the Town of Davidson be prepared for possible emergencies.

NOW, THEREFORE, I, Rusty Knox, Mayor of Davidson, do hereby proclaim ***September 2023 as Preparedness Month*** in the Town of Davidson and encourage all citizens, especially older adults in our community, to “Take Control in 1, 2, 3” by developing an emergency plan, building an emergency kit, and communicating their emergency plan to all members of their household and/or workplace.

Proclaimed this the 12th day of September 2023.

Rusty Knox, Mayor



AGENDA MEMO

To: Davidson Board of Commissioners

From: Jason Burdette, Planning Director

Date: September 12, 2023

Re: Public Hearing for **Ordinance 2023-09: An Ordinance to Amend the Davidson Planning Ordinance to Clarify the Required Time to Hold a Board of Adjustment Evidentiary Hearing**

OVERVIEW

The attached draft changes are being undertaken to create a set calendar date in which the Board of Adjustment (BOA) will meet regularly and hear cases, as well as clarify language around evidentiary materials, expedited hearings, and what constitutes a “day” for tolling purposes. Currently, staff must determine an evidentiary hearing date that falls within the DPO-mandated 45-day period after receiving a completed application. Ideally, this would occur immediately following a Planning Board meeting. However, because applications can be submitted at any time, this has frequently required staff to schedule separate BOA meetings to meet the time requirement. Securing the requisite number of board members to satisfy quorum requirements for meetings has proven difficult because of this unpredictability in meeting scheduling. As a result, this has put an additional burden on staff to coordinate scheduling the meeting, as well as researching and preparing all materials for the case which must be distributed 10 days prior to the hearing. Additionally, recent discrepancies between applicants’ and staff’s interpretation of “day” suggest additional clarity is needed. Changing the definition to include all calendar days should fix any confusion and align the DPO with state statute.

The proposed text amendment will require the creation of a calendar of BOA meeting dates, similar to what many other municipalities utilize. BOA meetings will be set to occur every other month, immediately following regularly scheduled Planning Board meetings. In addition, the proposed text amendment specifies that completed applications must be submitted in accordance with a filing calendar deadline in order to be heard at the desired evidentiary hearing date. The Rules of Procedure include deadlines for evidentiary materials and expedited hearings of appeals pursuant to NCGS 160D-405(f). These changes are being added to keep the Rules of Procedure and the DPO consistent and up to date with the latest NCGS amendments.

REQUESTED ACTION

No action is needed. This is a public hearing.

RELATED TOWN GOALS

Strategic Plan Alignment

Operational Excellence – Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, reasonable stewardship of town resources and a professional and committed workforce.

OPTIONS/PROS & CONS

Options: Approve the ordinance.

Pros: Updating DPO will allow staff adequate time to prepare for evidentiary hearings and increase the likelihood of achieving quorum for hearings. Both the BOA and any potential applicant will have greater predictability regarding evidentiary hearing dates.

Cons: Without updating the DPO, it will remain difficult to secure quorum for hearing dates and the burden of timeliness to coordinate and schedule an evidentiary hearing will remain on staff, rather than the applicant.

NEXT STEPS

Per DPO Section 14, a public hearing is required for any amendments to the DPO. The public hearing was advertised according to DPO and NCGS 160D requirements. The Planning Board is also required to make a formal recommendation prior to action by the Board of Commissioners and plan to do so at their September 25, 2023, meeting.

The Board of Commissioners may consider approval at their October 10th meeting.



PUBLIC HEARING

Ordinance 2023-09:
An Ordinance to Amend the Davidson Planning
Ordinance to Clarify the Required Time to Hold
a Board of Adjustment Evidentiary Hearing



Jason Burdette
Planning Director
Board of Commissioners
September 12, 2023

Background

- There has been an increase in BOA cases.
- Currently, per the DPO, staff must determine a BOA hearing date that falls within the 45-day period after receiving a completed application.
- Ideally, this would occur immediately following a PB meeting. But applications can be submitted at any time, frequently requiring staff to schedule separate BOA meetings to meet this 45-day requirement.
- Securing the requisite number of board members to satisfy quorum requirements has proven difficult because of this unpredictability; Extra burden on staff to rush to coordinate meeting logistics and prepare for hearing.
- All BOA material must be distributed 10 days prior to the BOA hearing.
- Other municipalities commonly use a meeting calendar with deadlines for the *submittal* of an application to be heard at the desired hearing date.

Example



Planning and Development Meeting and Filing Calendar 2022

MEETINGS

- Planning Commission
- PC Committee of the Whole and RHDC Certificate of Appropriateness
- RHDC Certificate of Appropriateness
- Board of Adjustment
- Appearance Commission
- Appearance Commission and Committee of the Whole
- City Holiday

Rezoning requests and Comprehensive Plan Amendments may be requested year-round and are reviewed on a rolling basis.

Deadline Information		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Planning Commission	Conditions are due 10 calendar days before meeting dates. The first date listed to the right is the date by which conditions must be submitted for inclusion at the first meeting of the month. The second date is for inclusion at the second meeting of the month.	1/1 1/15	1/29 2/12	2/26 3/12	4/2 4/16	4/30 5/14	6/4 6/18	N/A N/A	7/30 8/13	9/3 9/17	10/1 10/15	10/29 11/12	12/3 N/A
Board of Adjustment	Requests must be submitted 60 days before meeting date. Deadlines for submittal are on the following dates...	11/11 (2021)	12/16 (2021)	1/13	2/10	3/10	4/14	5/12	6/9	7/14	8/11	9/15	10/13
Appearance Commission	The first meeting is to review Design Alternates, which are due 60 days in advance (first date listed on the right). Submittals for other items for the second meeting are due three weeks in advance.	11/5 12/30 (2021)	12/3	12/31	2/4	3/4	4/1	5/6	6/3	7/1	8/5	9/2	9/30 11/23
RHDC COA Committee	Applications for Major Work Certificates of Appropriateness must be submitted 30 business days before the meeting date. Deadlines for submittal are on the following dates...	12/9 (2021)	1/12	2/10	3/16	4/13	5/10	6/13	7/14	8/10	9/15	N/A	10/21

Why would we want to do this?

- Predictability: Setting consistent meeting dates for the year and requiring the application to be submitted by a deadline puts the burden of timeliness on the applicant; takes burden off staff
- Quorum: Board members have personal lives which get interrupted by unscheduled evidentiary hearings; this frequently creates problems securing required quorum. Setting a clear schedule for the year should improve attendance and make scheduling of BOA hearings easier.

Recommendation

- Change the DPO to remove the 45-day requirement.
- Create a yearly calendar with meetings every other month after the scheduled Planning Board meeting.
- Add language for evidentiary materials and expedited hearings pursuant to NCGS 160D-405(f) to keep Rules of Procedure and DPO consistent.
- Change definition of “day” in ordinance to include weekends and holidays, keeping consistent with NC GS.

Process (DPO Section 14 + NCGS 160D)

- **Public Notice:** September 2023
- **BOC Public Hearing:** September 12, 2023
- **Planning Board Recommendation:** September 25, 2023
- **BOC Action:** October 10, 2023

**Note: All dates shown are tentative*

Questions?



Public Hearing





Ordinance 2023-09

An Ordinance to Amend the Davidson Planning Ordinance to Clarify the Required Time to Hold a Board of Adjustment Evidentiary Hearing


1. TEXT AMENDMENTS

TEXT CHANGES – PROPOSED AMENDMENTS

The following is a list of the proposed text changes to the Town of Davidson Planning Ordinance (DPO). The listed changes are being undertaken to create a set calendar date in which the Board of Adjustment (BOA) will meet regularly and hear cases, to clarify language around evidentiary materials and expedited hearings, and change the definition of “day” for consistency with state statute. Currently, staff must determine an evidentiary hearing date that falls within the 45-day period after receiving a completed application. Ideally, this would occur immediately following a Planning Board meeting. However, because applications can be submitted at any time, this has frequently caused staff to schedule separate BOA meetings to meet the timing requirement. Securing the requisite number of board members to satisfy quorum requirements has proven difficult because of this unpredictability in meeting scheduling. As a result, this has put an additional burden on staff to coordinate scheduling the meeting, as well as researching and preparing all materials for the case which must be distributed 10 days prior to the hearing.

The proposed text amendment will require the creation of a calendar of BOA meeting dates, similar to what many other municipalities utilize. BOA meetings will be set to occur every other month, immediately following regularly scheduled Planning Board meetings. In addition, it specifies that completed applications must be submitted in accordance with a filing calendar deadline in order to be heard at the desired hearing date.

The Rules of Procedure include deadlines for evidentiary materials and expedited hearings of appeals pursuant to NCGS 160D-405(f). The inclusion of these deadlines are being added to keep the Rules of Procedure and DPO language consistent and up to date with the latest NCGS amendments.

PROPOSED TEXT CHANGES				
PAGE	SECTION	TITLE	ISSUE	PROPOSED ACTION
SECTION 14 – ADMINISTRATION PROCEDURES				
14-56	14.21.5	APPEALS AND VARIANCES - DECISIONS	<p>This section requires the Board of Adjustment to hear a case on an application no later than 45 days after it is determined complete.</p>	<ul style="list-style-type: none"> Remove the 45-day requirement and replace with a calendar system that requires the applicant to submit by a pre-determined deadline in order to be heard at the designated hearing date. Add language for evidentiary material deadlines, expedited hearings, and update NCGS references.
			<p>Revised Text:</p> <p>The Board of Adjustment shall hold a public hearing on an application no later than 45 days after a complete application has been filed with the Planning Director. The Board of Adjustment shall hold an evidentiary hearing on a complete application in accordance with NCGS 160D. Complete applications shall be submitted in accordance with the Town’s filing calendar. A calendar indicating submittal dates shall be developed by the Town each year and shall be maintained and updated by the Town.</p> <p>The application shall be received by the Board of Adjustment at least ten days prior to the next regularly scheduled meeting of the Board to be considered at that meeting. The complete application and all evidentiary materials that parties intend to introduce to the BOA at the hearing must be delivered to the BOA ten calendar days prior to the hearing date to be considered at the hearing. If the applicant believes its appeal aligns with provisions in NCGS 160D-405(f), the applicant may file with the Town a request for an expedited hearing of the appeal, and the BOA shall meet to hear the appeal within 15 days after such a request is filed. The Board of Adjustment shall decide on that matter which was presented at the public hearing within 31 days of the close of the evidentiary hearing.</p>	

PROPOSED TEXT CHANGES				
PAGE	SECTION	TITLE	ISSUE	PROPOSED ACTION
SECTION 14 – ADMINISTRATION PROCEDURES				
16-1	16.2.F	RULES OF CONSTRUCTION	This section defines “days” to be construed to be business days, excluding weekends and holidays.	<ul style="list-style-type: none"> • Change the definition of “days” to include weekends and holidays.
TEXT CHANGES			Revised Text: References to “days” will always be construed to be business days, excluding calendar days, including weekends and holidays, unless the context of the language clearly indicates otherwise.	

2. PUBLIC PLANS AND POLICIES

The proposed text changes are consistent with the Town’s Strategic Plan for Operational Excellence, which aims to “provide efficient and high-quality public services and facilities through thoughtful and proactive planning, reasonable stewardship of town resources and a professional and committed workforce.”

All proposed changes meet the requirements set forth in Davidson Planning Ordinance 1.5.1 Implementation of Adopted Plans & Policies: “Any amendments to, or actions pursuant to, this ordinance should be consistent with these adopted plans and policies, as amended.”

Adopted this 10th day of October 2023

Rusty Knox
Mayor

Attest:

Elizabeth K. Shores
Town Clerk



AGENDA MEMO

To: Davidson Board of Commissioners

From: Fire Chief Ryan Monteith, Keith Carylton, Managing Principal, ADW Architects, Finance Director Piet Swart

Date: September 12, 2023

Re: Davidson Fire Station 1 Site Study

OVERVIEW

The Town has identified Fire Station 1 replacement as a priority within the CIP. The current building is not suitable for future growth within the organization. This project has been discussed in previous years. No enhancements were made to the current station 1 during the public facilities project as efforts have been concentrated on identifying a permanent solution. ADW Architects was contracted to conduct a site study at the current location of 216 South Main Street and the Sadler property located on Griffith Street. The town has approached the owner of the property and the property is under a purchase contract by the town. The closing of the property is scheduled for October 5, 2023. The site study, Sadler property, and long-term financial picture regarding this project will be discussed.

REQUESTED ACTION/MOTION

This is for discussion only. At the September 26 meeting, the board will be asked to approve a resolution authorizing the purchase of the property and a budget amendment to provide the funds.

RELATED TOWN GOALS

Strategic Plan Alignment

Operational Excellence – Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, reasonable stewardship of town resources and a professional and committed workforce.

Core Values

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

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

OPTIONS/PROS & CONS

Options: Proceed with plans for a new Fire Station 1.

Pros: Provides the town with long term solution for future Fire and Police.

Cons: Future expenditures and tax rate impact related to the overall project.

NEXT STEPS

At the September 26th town board meeting, the town board will be asked to approve a resolution authorizing the purchase of the property and a budget amendment to fund the purchase and associated costs.



Davidson Fire Station 1 Site Study

Fire Chief Ryan Monteith

Keith Carlyon, ADW Architects

Finance Director Piet Swart

Town Board Meeting

Tuesday, September 12th 2023

www.townofdavidson.org

Overview

- Station 1 permanent location has been in the planning stage for years
- A previous study has been conducted on facility needs and location
- Previous Fire Department (FD) studies (ICMA, CRA/SOC) have recommended a new station
- In-town site locations are limited due to response configuration/times and availability
- The decision was made to not enhance Station 1 on the current public facilities project and work towards a long-term solution
- A new Station 1 project is shown in the Capital Improvement Plan (CIP) for 2028

Site Study

- The town contracted with ADW Architects to perform a site study
- The recent study performed by ADW looked at two options: *add on to the existing location or build a new building*
- The ideal location is on the Griffith Street corridor; Sadler property
- The town engaged with the property owner, and they are willing to sell

Sadler Property

- Three parcels totaling 2.37 acres
- The purchase amount is \$2,100,000
- The property is under contract by the town with a closing date in early October
- The property survey has been completed
- A phase 1 environmental study will be completed
- Proceeds from the sale of MI-Connection are recommended to be used to purchase the property

Justification and Project Goals

- Provides mission-critical service to the community
- Allows DFD infrastructure to meet current and future service demands within the downtown footprint
- Creates a 50+ year building life span
- Current station was never designed for career department operations
- Current station limits overall growth and flexibility with service demands
- This will provide a long-term solution for Station 1 but will also provide for future expansion for Police long-term needs
- While this solution is the more expensive option, it is the better long-term investment for both Fire and Police and the community

Davidson Fire Station 1 Study

CONCEPT DESIGN | SEPTEMBER 12TH, 2023
DAVIDSON, NC

adwarchitects
environmentsforlife.



Option A





DAVIDSON FIRE STATION NO. 1 Option A SPACE NEEDS SUMMARY

Revised 03/01/2023

Minimum Base Building	#	Room Room Size	Area (s.f.)
Fire Station Entry Lobby (to house existing antique truck)	1	20 x 30	600
EOC / Training Room (full AV/Wifi, floor box's for power seating for 24)	1	22 x 32	704
Multipurpose Room Table and Chair Storage	1	8 x 22	176
Fire Chief Office	1	12 x 18	216
Deputy Chief Office	3	12 x 16	576
Battalion Chief Office	1	12 x 14	168
Duty Officer Office (shared desk)	1	10 x 12	120
Fire Station Workroom / Radio / Watch Room	1	12 x 14	168
Decon Room (2 compartment SS sink, tumbler, drying box, eye wash/show)	1	10 x 16	160
Decon bath / shower	1	9 x 10	90
Turnout Gear Storage (30 lockers 24"x24"x72")	1	10 x 34	340
Tool Room / Rescue Equipment (doors to bays-workbench, Compressed Air)	1	10 x 14	140
Logistics Storage Room (mezzanine-see below)			
Emergency Supplies Storage Room (mezzanine-see below)			
General Storage Room (mezzanine-see below)			
Medical Supply Storage Room (AC)	1	6 x 8	48
Rehab Room (with ice machine 31"w x 34" deep 115 V, room for shelving, door to bays and living area)	1	10 x 12	120
Dormitory Cubicles	11	10 x 10	1,100
BC Bedroom and Bath	1	10 x 22	220
Bathrooms (with showers-assumes central core.....more space can be added and 2 more bathrooms for suite style) Shower rough-in at 80"	3	11 x 12	396
Exercise Room (overhead door to exterior)	1	20 x 20	400
Laundry Room (residential equipment-2 set's stacked units)	1	8 x 12	96
Day Room (seating for 9)	1	19 x 24	456
Kitchen / Dining (seating for 9 (1-48" Viking/wolf stove-oven, commercial 60" hood, 2 sinks-one ADA and one deep for large pots with disposal, 3 pantry's 3 residential refrigerators)	1	24 x 24	576
Janitor	1	6 x 8	48
Mechanical / Sprinkler-riser typically exposed in bay / Electrical / IT	2	10 x 12	240
Miscellaneous Circulation, Walls, Etc. (38%)			2,720
Non-bay area subtotals			9,878
4 Stacking Deep Pull Thru-Bays (14x14 bi-parting doors) 4'wide hazardous materials cabinet, cascade equipment 4'x12', 2 4'x12' hose racks	1	78 x 80	6,240
Storage mezzanine (pallets of DEF, Oil dry, Uniforms, training etc.) One side could be demolished in the future to add 5th bay.....a small addition with support spaces would need to be added at that point.	1	12 x 64	768
Subtotal bay areas			7,008
Total Building Floor Area			16,886



SITE PLAN STUDY | OPTION A



* TOTAL AREA OF SITE
+/- 107,500 SF

TOTAL DEVELOPMENT
OF SITE
+/- 51,000 SF

FLOOR PLAN | OPTION A



FIRST FLOOR



SECOND FLOOR

OPTION A 3D IMAGERY | AERIAL VIEW



OPTION A 3D IMAGERY | VIEW FROM WATSON STREET



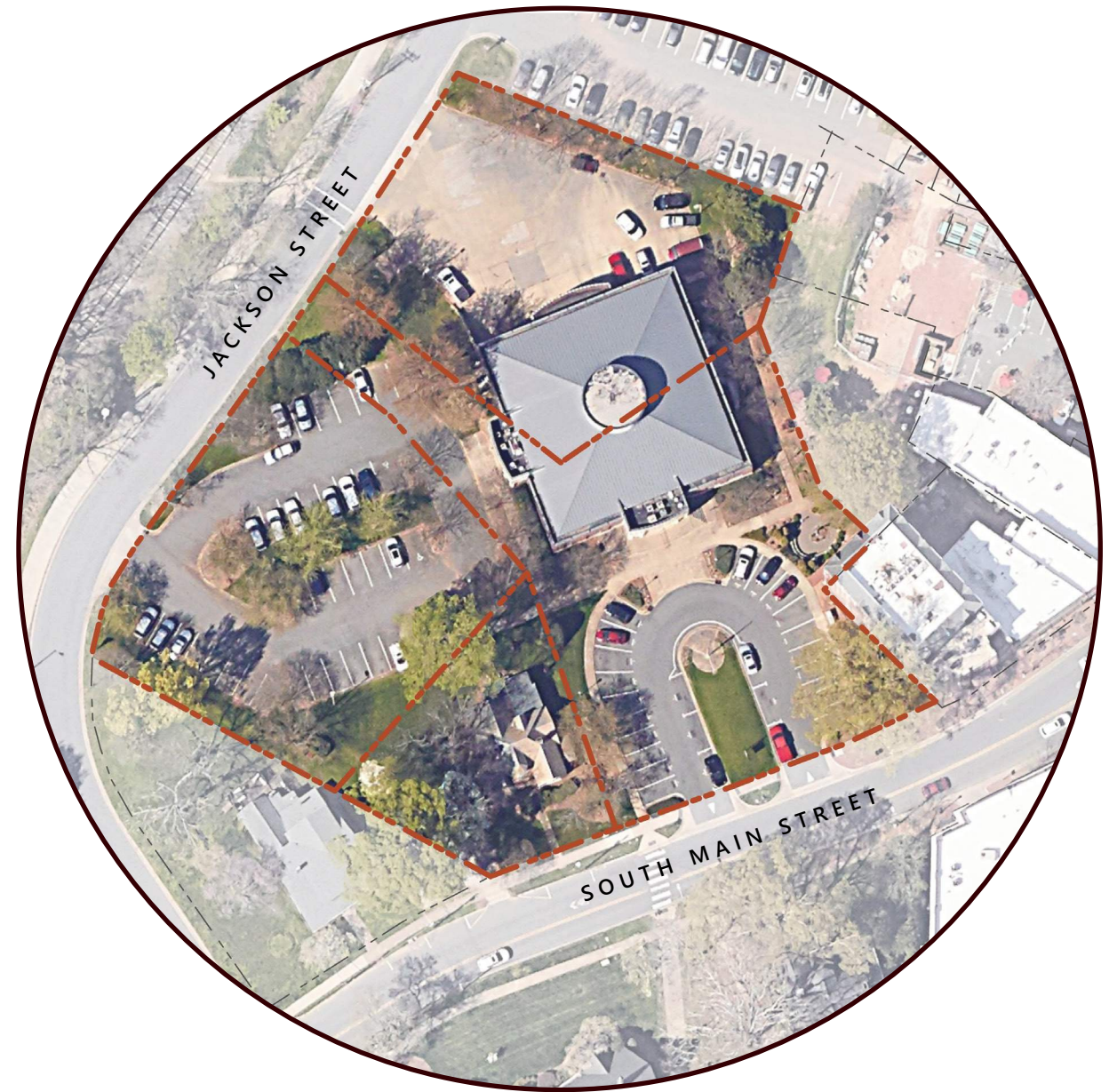
OPTION A 3D IMAGERY | CORNER VIEW FROM WATSON STREET & GRIFFITH STREET



OPTION A 3D IMAGERY | VIEW FROM GRIFFITH STREET



Option B





DAVIDSON FIRE STATION NO. 1 Option B SPACE NEEDS SUMMARY

Revised 03/01/2023

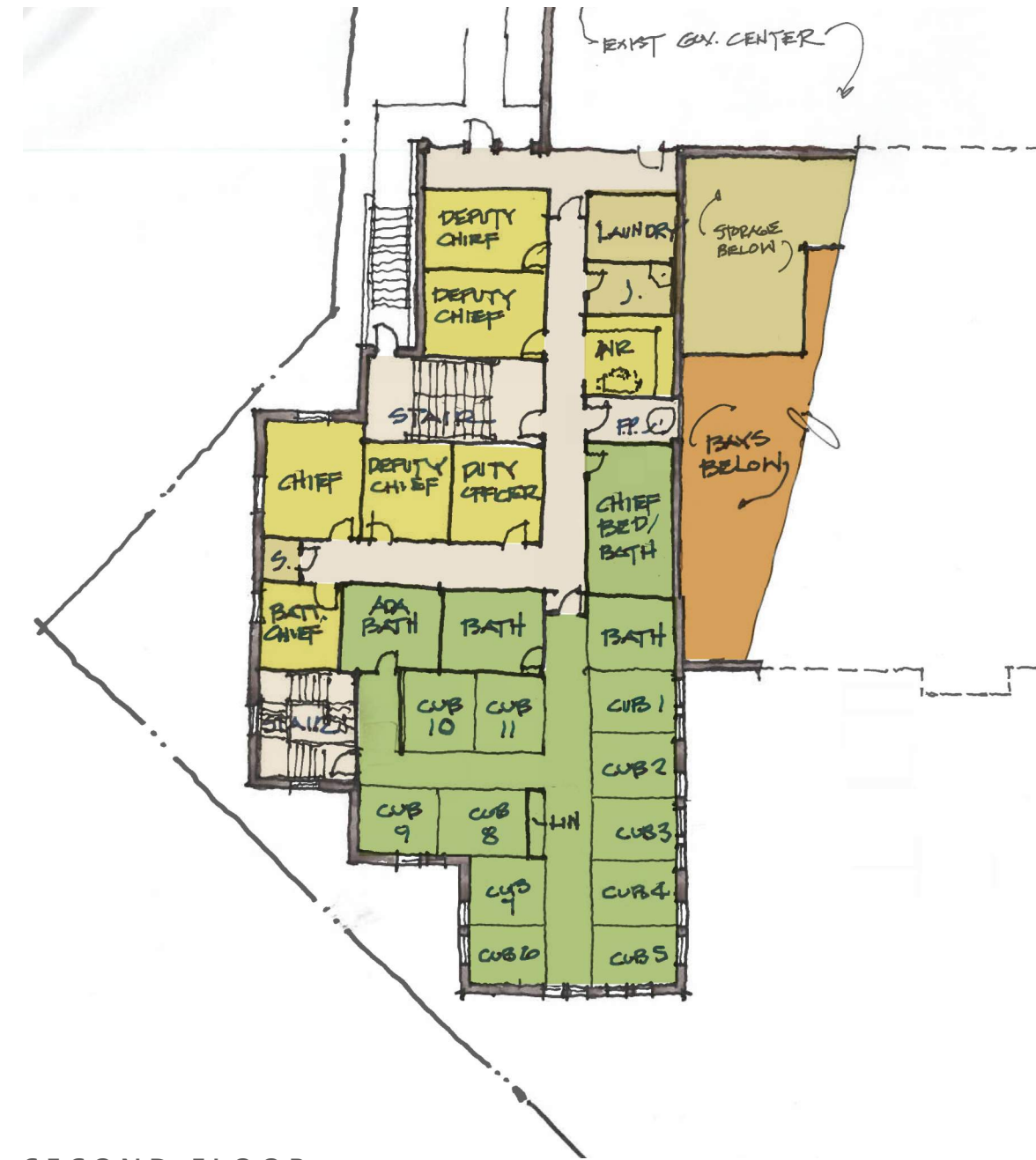
Minimum Base Building	#	Room Size	Area (s.f.)
EOC / Training Room (full AV/Wifi, floor box's for power seating for 24)	1	24 x 30	720
Multipurpose Room Table and Chair Storage	1	6 x 22	132
Fire Chief Office	1	12 x 14	168
Deputy Chief Office	3	10 x 14	420
Battalion Chief Office	1	10 x 12	120
Duty Officer Office (shared desk)	1	10 x 12	120
Fire Station Workroom / Radio / Watch Room	1	14 x 20	280
Decon Room (2 compartment SS sink, tumbler, drying box, eye wash/show)	1	14 x 16	224
Decon bath / shower	2	8 x 14	224
Turnout Gear Storage (30 lockers 24"x24"x72")	1	12 x 38	456
Tool Room / Rescue Equipment (doors to bays-workbench, Compressed Air)	1	10 x 14	140
Logistics Storage Room	1	10 x 14	140
Emergency Supplies Storage Room	1	8 x 12	96
General Storage Room	1	10 x 22	220
Medical Supply Storage Room (AC)	1	10 x 10	100
Rehab Room (with ice machine 31"w x 34" deep 115 V, room for shelving, door to bays and living area)	1	10 x 12	120
Dormitory Cubicles	11	10 x 10	1,100
BC Bedroom and Bath	1	10 x 18	180
Bathrooms (with showers-assumes central core.....more space can be added and 2 more bathrooms for suite style) Shower rough-in at 80"	3	10 x 12	360
Exercise Room (overhead door to exterior)	1	18 x 24	432
Laundry Room (residential equipment-2 set's stacked units)	1	8 x 10	80
Day Room (seating for 9)	1	16 x 22	352
Kitchen / Dining (seating for 9 (1-48" Viking/wolf stove-oven, commercial 60" hood, 2 sinks-one ADA and one deep for large pots with disposal, 3 pantry's 3 residential refrigerators)	1	22 x 42	924
Janitor	2	8 x 10	160
Mechanical / Sprinkler-riser typically exposed in bay / Electrical / IT	2	12 x 16	384
Miscellaneous Circulation, Walls, Etc.			3,443
Non-bay area subtotals			11,095
5 Back-In Bays (14x14 overhead doors) 4'wide hazardous materials cabinet, cascade equipment 4'x12', 2 4'x12' hose racks	1	80 x 68	5,440
Subtotal bay areas			5,440
Total Building Floor Area			16,535



FLOOR PLAN | OPTION B



FIRST FLOOR



SECOND FLOOR

SITE PLAN STUDY | OPTION B





SITE PLAN STUDY | OPTION B







DAVIDSON FIRE DEPARTMENT - DECISION MATRIX

OPTION	PROS / CONS	COST ESTIMATE																			
<p>OPTION A - NEW FIRE STATION BUILDING</p> 	<p>PROS:</p> <ol style="list-style-type: none"> 1. 50-70 YEAR MODERN BUILDING LIFE EXPECTENCY 2. PULL-THRU BAYS (SAFETY) 3. REDUCED TURN-OUT TIMES 4. NO NEED TO RE-LOCATE DURING CONSTRUCTION 5. LESS POTENTIAL UNKNOWNNS (FEWER CHANGE ORDERS) 6. POLICE OR OTHER DEPARTMENTS COULD USE EXISTING GARAGE SPACE 7. POTENTIAL FOR EXTERIOR TRAINING ELEMENTS 8. BETTER NAVIGATION WITH TRAFFIC FOR RESPONSE TIMES DUE TO STREET WIDTH ON GRIFFITH STREET VERSUS JACKSON STREET 9. BETTER ENERGY EFFICIENT RATING DUE TO DESIGN FEATURES AND ELEMENTS 10. MORE PARKING AVAILABLE FOR DOWNTOWN USE <p>CONS:</p> <ol style="list-style-type: none"> 1. TOWN WILL NEED TO BUY LAND 2. TAKES LOCATION AWAY FROM DOWNTOWN CORRIDOR FOR COMMUNITY ENGAGEMENT (I.E. FARMERS MARKET, CHRISTMAS IN DAVIDSON, TOWN SPONSORED EVENTS) 3. CRITICAL WATERSHED IMPACTS? 4. PLACES FIRE STATION IN PROXIMITY OF RESIDENTIAL NEIGHBORHOODS AS OPPOSED TO DOWNTOWN CORRIDOR 5. INCREASE OF NOISE AND TRAFFIC ON WATSON STREET 6. LOSS OF ECONOMIC DEVELOPMENT OPPORTUNITIES 7. HIGHER COST ESTIMATE 	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><i>CONSTRUCTION COST TOTAL</i></td> <td style="text-align: right;"><i>\$10,395,000</i></td> </tr> <tr> <td><i>SOFT COST TOTAL</i></td> <td style="text-align: right;"><i>\$1,871,100</i></td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td><i>TOTAL PROJECT COSTS 2024 (NOT COUNTING LAND COST)</i></td> <td style="text-align: right;"><i>\$12,266,100</i></td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td colspan="2"><i>ESCALATION BEYOND 2024</i></td> </tr> <tr> <td><i>2026 COSTS (12% PER YEAR)</i></td> <td style="text-align: right;"><i>\$15,209,964</i></td> </tr> <tr> <td><i>2028 COSTS (6% PER YEAR)</i></td> <td style="text-align: right;"><i>\$17,035,159</i></td> </tr> <tr> <td><i>2030 COSTS (4% PER YEAR)</i></td> <td style="text-align: right;"><i>\$18,397,972</i></td> </tr> </table>		<i>CONSTRUCTION COST TOTAL</i>	<i>\$10,395,000</i>	<i>SOFT COST TOTAL</i>	<i>\$1,871,100</i>	<hr/>		<i>TOTAL PROJECT COSTS 2024 (NOT COUNTING LAND COST)</i>	<i>\$12,266,100</i>	<hr/>		<i>ESCALATION BEYOND 2024</i>		<i>2026 COSTS (12% PER YEAR)</i>	<i>\$15,209,964</i>	<i>2028 COSTS (6% PER YEAR)</i>	<i>\$17,035,159</i>	<i>2030 COSTS (4% PER YEAR)</i>	<i>\$18,397,972</i>
<i>CONSTRUCTION COST TOTAL</i>	<i>\$10,395,000</i>																				
<i>SOFT COST TOTAL</i>	<i>\$1,871,100</i>																				
<hr/>																					
<i>TOTAL PROJECT COSTS 2024 (NOT COUNTING LAND COST)</i>	<i>\$12,266,100</i>																				
<hr/>																					
<i>ESCALATION BEYOND 2024</i>																					
<i>2026 COSTS (12% PER YEAR)</i>	<i>\$15,209,964</i>																				
<i>2028 COSTS (6% PER YEAR)</i>	<i>\$17,035,159</i>																				
<i>2030 COSTS (4% PER YEAR)</i>	<i>\$18,397,972</i>																				
<p>OPTION B - ADDITION AND RENOVATIONS TO EXISTING POLICE AND FIRE</p> 	<p>PROS:</p> <ol style="list-style-type: none"> 1. TOWN OWNS LAND 2. KEEPS STATION WITHIN DOWNTOWN FOOTPRINT 3. ALLOWS TOWN TO HAVE A TRUE PUBLIC SAFETY CAMPUS WITH POLICE AND FIRE 4. INCREASES COLLABORATION WITH DPD DUE TO PROXIMITY WITH SHARED SPACE (I.E. EMERGENCY OPERATIONS CENTER) 5. BETTER VISIBILITY WITH PUBLIC FOR COMMUNITY ENGAGEMENT 6. LOWER COST ESTIMATE 7. PRESERVES ECONOMIC DEVELOPMENT OPPORTUNITIES <p>CONS:</p> <ol style="list-style-type: none"> 1. INVESTING A LOT OF CAPITAL INTO AN OLDER BUILDING. 30-50 YEAR BUILDING LIFE EXPECTENCY 3. FIRE WILL NEED TO VACATE BUILDING DURING CONSTRUCTION 4. COMPLICATED ADDITION / RENOVATION 5. WILL DISRUPT POLICE DURING CONSTRUCTION 6. MANY POTENTIAL UNKNOWNNS (MORE CHANGE ORDERS) 7. RESPONSE CHALLENGES DURING TOWN SPONSORED EVENTS (I.E. CHRISTMAS IN DAVIDSON) 8. CHALLENGES WITH PARKING NEEDS FOR DEPARTMENT STAFF AND THE PUBLIC. 9. MAY HAVE BUA LAND SWAP COSTS - CRITICAL WATERSHED IMPACTS 10. MAY REQUIRE MINIMAL CHANGES TO NEW POLICE WORK 11. NO POTENTIAL FOR TRAINING PROPS ON SITE 	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><i>CONSTRUCTION COST TOTAL</i></td> <td style="text-align: right;"><i>\$9,663,408</i></td> </tr> <tr> <td><i>SOFT COST TOTAL</i></td> <td style="text-align: right;"><i>\$1,932,682</i></td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td><i>TOTAL PROJECT COSTS 2024 (NOT COUNTING LAND COST)</i></td> <td style="text-align: right;"><i>\$11,596,090</i></td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td colspan="2"><i>ESCALATION BEYOND 2024</i></td> </tr> <tr> <td><i>2026 COSTS (12% PER YEAR)</i></td> <td style="text-align: right;"><i>\$14,379,151</i></td> </tr> <tr> <td><i>2028 COSTS (6% PER YEAR)</i></td> <td style="text-align: right;"><i>\$16,104,649</i></td> </tr> <tr> <td><i>2030 COSTS (4% PER YEAR)</i></td> <td style="text-align: right;"><i>\$17,393,021</i></td> </tr> </table>		<i>CONSTRUCTION COST TOTAL</i>	<i>\$9,663,408</i>	<i>SOFT COST TOTAL</i>	<i>\$1,932,682</i>	<hr/>		<i>TOTAL PROJECT COSTS 2024 (NOT COUNTING LAND COST)</i>	<i>\$11,596,090</i>	<hr/>		<i>ESCALATION BEYOND 2024</i>		<i>2026 COSTS (12% PER YEAR)</i>	<i>\$14,379,151</i>	<i>2028 COSTS (6% PER YEAR)</i>	<i>\$16,104,649</i>	<i>2030 COSTS (4% PER YEAR)</i>	<i>\$17,393,021</i>
<i>CONSTRUCTION COST TOTAL</i>	<i>\$9,663,408</i>																				
<i>SOFT COST TOTAL</i>	<i>\$1,932,682</i>																				
<hr/>																					
<i>TOTAL PROJECT COSTS 2024 (NOT COUNTING LAND COST)</i>	<i>\$11,596,090</i>																				
<hr/>																					
<i>ESCALATION BEYOND 2024</i>																					
<i>2026 COSTS (12% PER YEAR)</i>	<i>\$14,379,151</i>																				
<i>2028 COSTS (6% PER YEAR)</i>	<i>\$16,104,649</i>																				
<i>2030 COSTS (4% PER YEAR)</i>	<i>\$17,393,021</i>																				



PRELIMINARY PROJECT BUDGET | OPTIONS A & B



Davidson Fire Station No. 1 Option A PRELIMINARY Project Budget

Revised 03/01/23

Construction Cost (design bid build method of delivery in 2024 costs)

Item	
New 2-story 4-bay station (16,885sf)	\$9,900,000
LEED or extra sustainable design (high efficiency building included) TBD	\$0
CMAR or design build delivery method (would add 6% to cost)	\$0
Off site utilities or road improvements (TBD)	\$0
Deep foundations (TBD)	\$0
Construction subtotal	\$9,900,000
Construction contingency 5%	\$495,000
Construction Cost Total	\$10,395,000

Owner Carried Soft Costs 18% **\$1,871,100**

Total Project Costs 2024 (not counting land cost) **\$12,266,100**

Escalation beyond 2024	
2026 Costs (12% per year)	\$15,209,964.00
2028 Costs (6% per year)	\$17,035,159.68
2030 Costs (4% per year)	\$18,397,972.45

Additional Cost for Drill Tower \$ 900,000 - \$1,200,000



Davidson Fire Station No. 1 Option B RENOVATION PRELIMINARY Project Budget

Revised 03/01/23

Construction Cost (design bid build method of delivery in 2024 costs)

Item	
New 2-story and 1-story construction (8,800 sf)	\$6,230,400
Interior renovations (7,700 sf)	\$1,817,200
Project site development / Repairs (Underground Stormwater may be Required)	\$900,000
LEED or extra sustainable design (high efficiency building included) TBD	\$0
CMAR or design build delivery method (would add cost)	\$0
Off site utilities or road improvements (TBD)	\$0
Deep foundations (TBD)	\$0
Construction subtotal	\$8,947,600
Construction contingency 8% (higher for renovation work)	\$715,808
Construction Cost Total	\$9,663,408

Owner Carried Soft Costs 20% (higher for renovation work) **\$1,932,682**

Total Project Costs 2024 (not counting Fire relocation cost) **\$11,596,090**

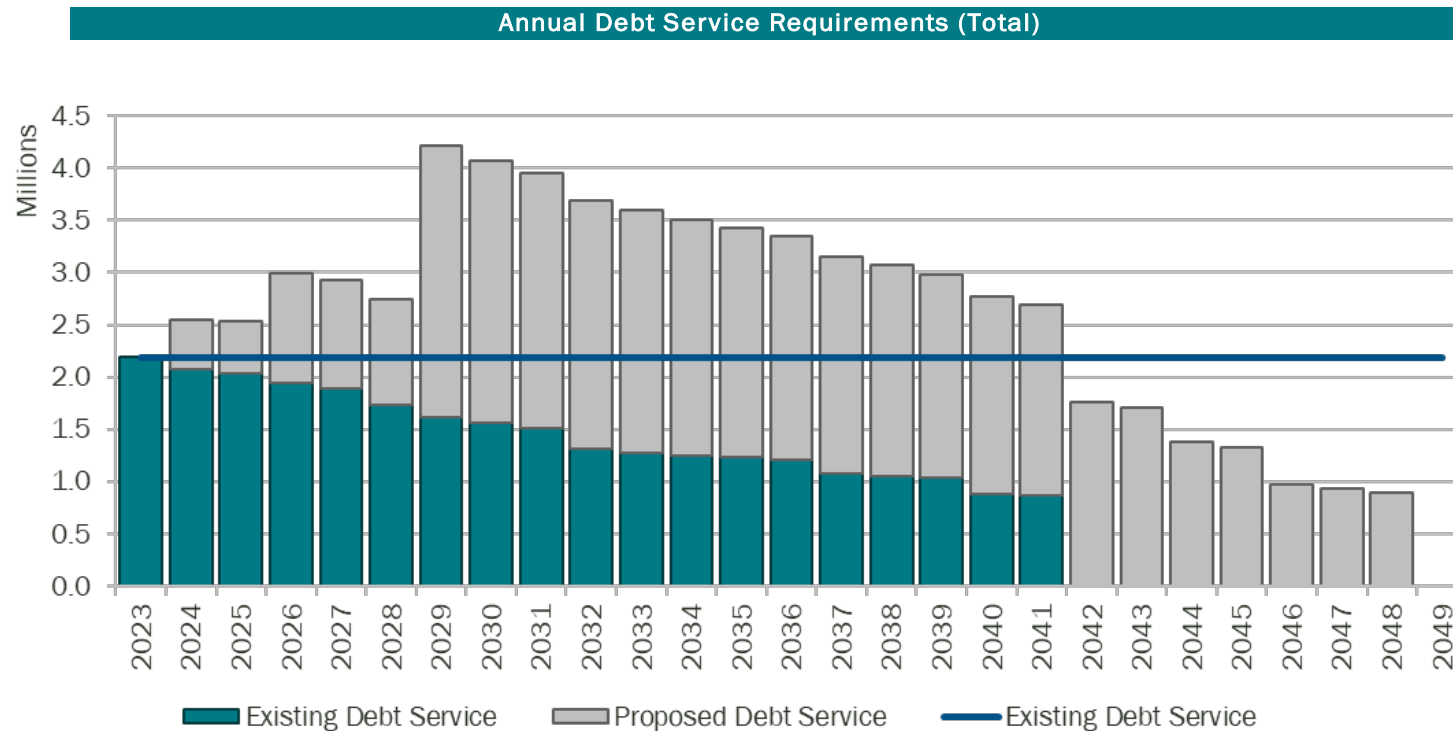
Escalation beyond 2024	
2026 Costs (12% per year)	\$14,379,151.10
2028 Costs (6% per year)	\$16,104,649.24
2030 Costs (4% per year)	\$17,393,021.18



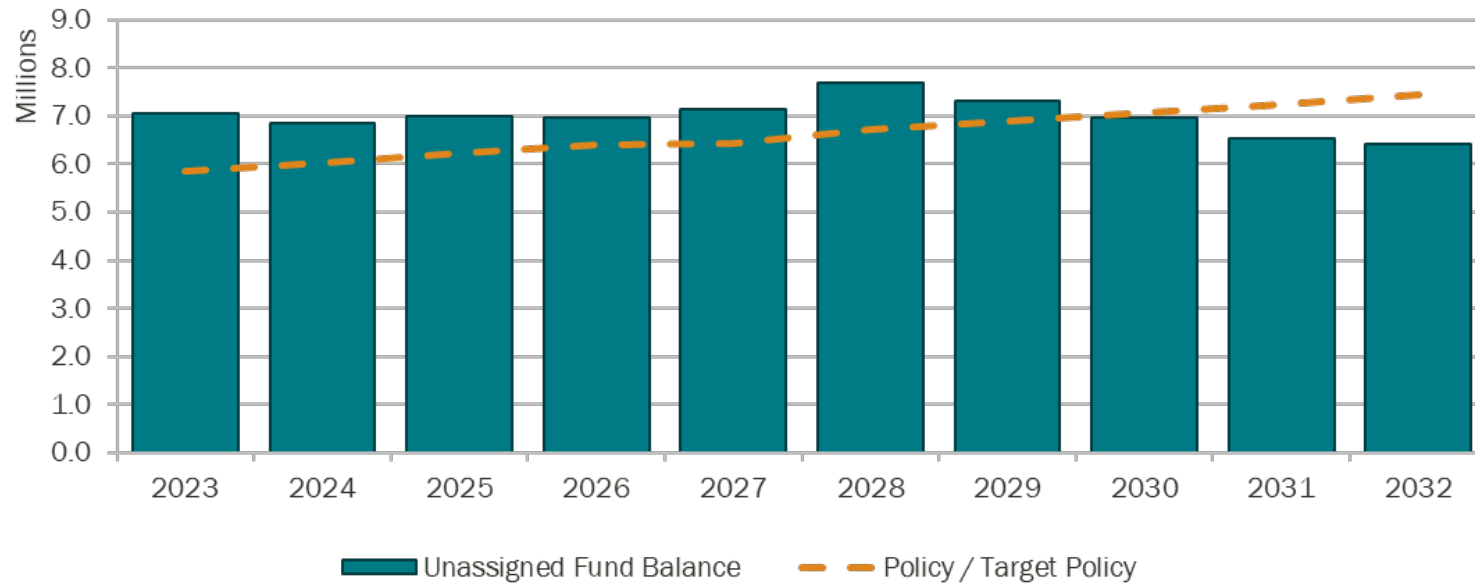
adw architects
environmentsforlife®

Paying for the Project

Debt service on \$17,035,159 in 2028 (20-year loan @4.5%)



Paying for the Project – Effect on Fund Balance

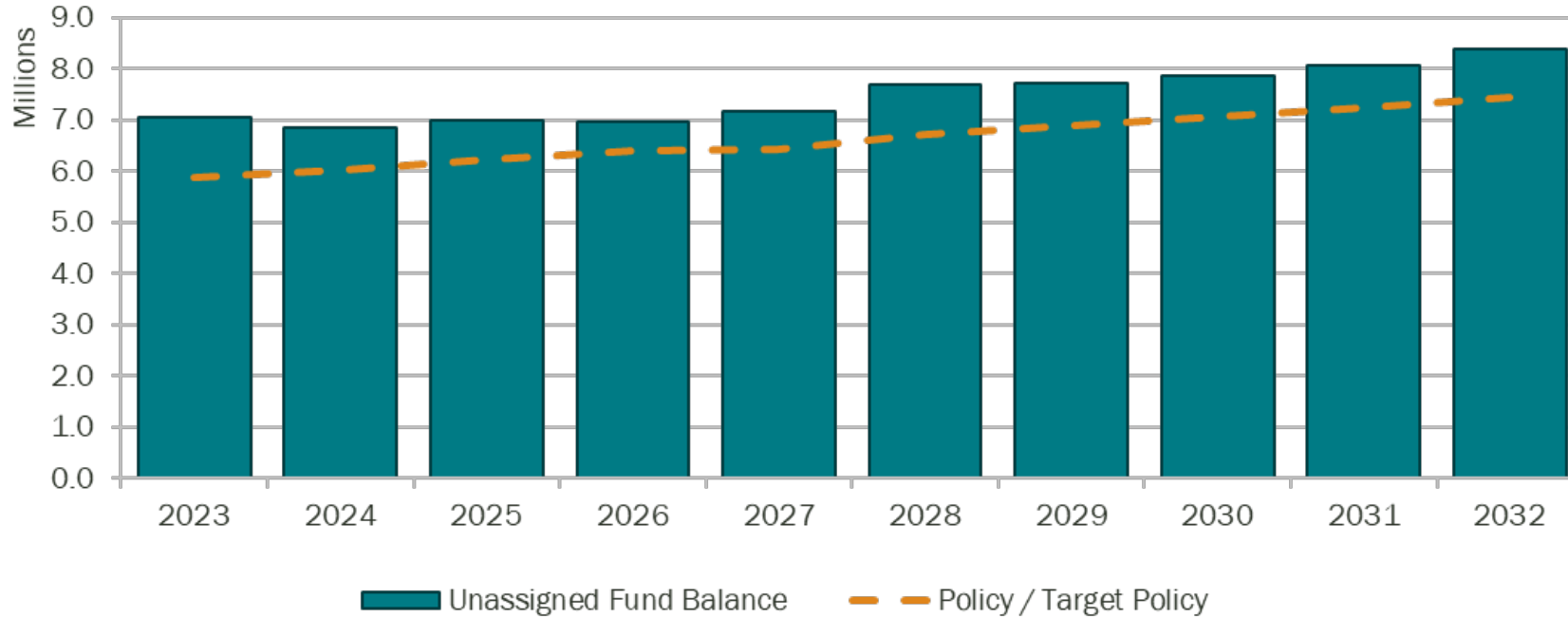


Debt Service Payment Options

- A. Increase Ad Valorem Tax Rate by 3 pennies in FY 2029
- B. Increase Ad Valorem Tax Rate by 1 penny in FY 2025
and 1 penny in FY 2029

Debt Service Option A

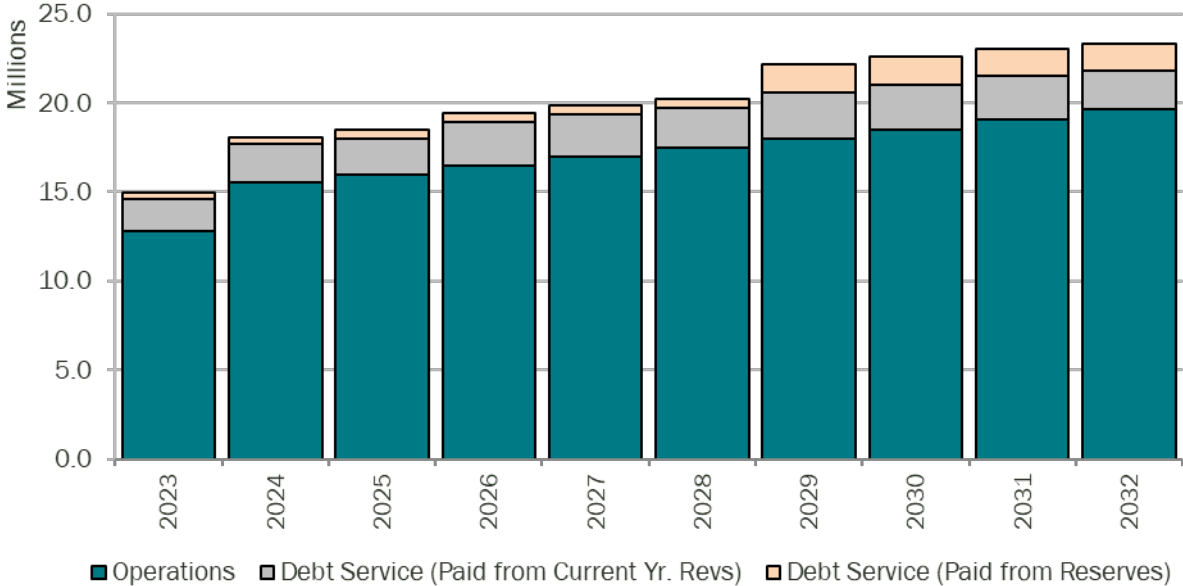
Increase Ad Valorem Tax Rate by 3 pennies in FY 2029



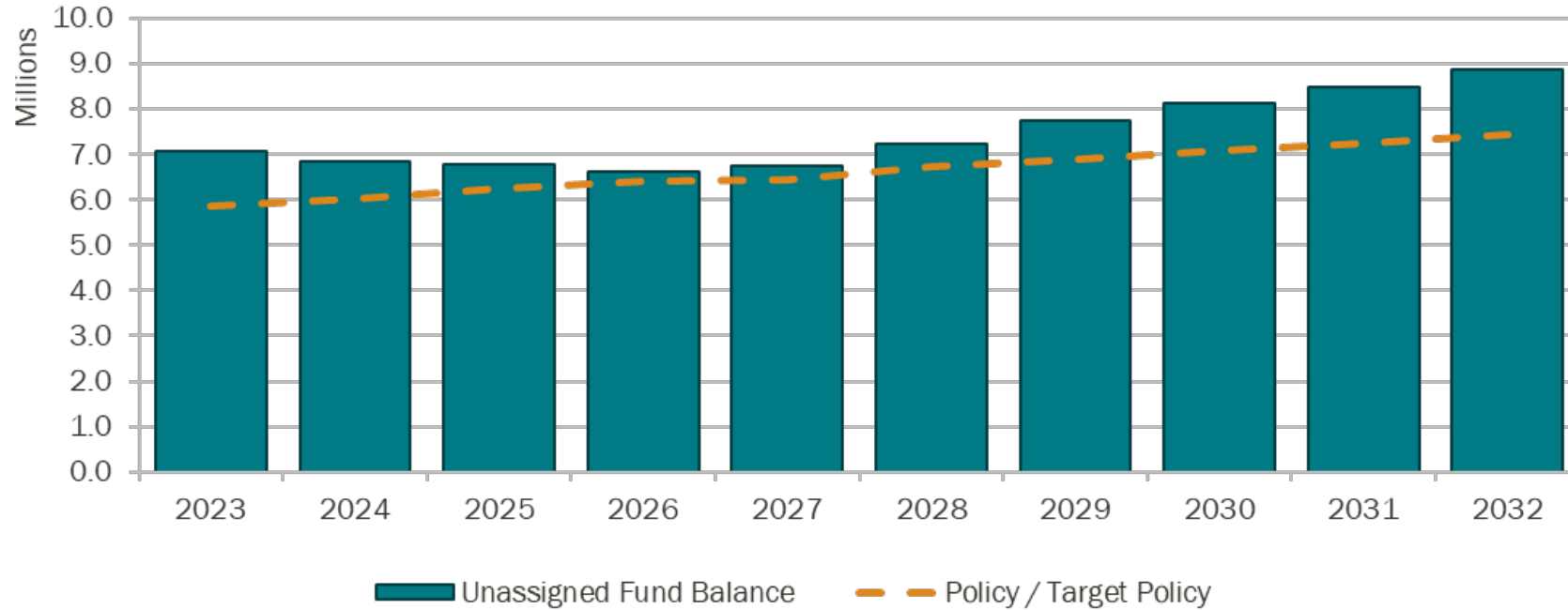
Debt Service Option B

Increase Ad Valorem Tax Rate by one penny in FY 2025 and 2029

- Value of penny is set aside in the Fire Station #1 Capital Projects Fund
- When debt service come due starting in 2029, reserve funds are used to pay a portion of the debt service to ensure there is still growth in funds available for operating expenditures



Debt Service Option B (Continued)



Next Steps

- The board will be asked to approve a resolution to purchase the property and approve a budget amendment to fund the purchase and associated costs at the September 26th board meeting
- After the purchase, the town will conduct limited public safety training and then remove the existing buildings
- Budget/CIP next year – the board will be asked to decide on a funding strategy
- Consider starting the design and/or create a capital project fund

Questions?





AGENDA MEMO

To: Davidson Board of Commissioners

From: Eugene Bradley, Housing and Equity Director

Date: September 12, 2023

Re: Consider Approval of Summit Farms Affordable Housing Plan

OVERVIEW

The Summit Farms Conditional Master Plan, which included the Affordable Housing unit agreement, was originally approved by the town board August 22, 2023. It includes twelve (12) affordable housing units to be built to satisfy the affordable housing requirements ranging between 80% and below of Area Median Income (AMI).

The project shall meet the ordinance-required 12 units through on-site construction. The units shall be included in both the triplex building and the mixed-use/multi-family building. All units shall be for rent. See required unit allocation and details below.

UNIT ALLOCATION

1) Building Type: Triplex

Amount: Three (3)

Unit Specifications: Single and/or multi-bedroom units

Income Restriction: Shall serve households earning up to 80% of the AMI

Note: The three units in the triplex building shall accommodate “Farmer Families” and/or “Farmhands “. “Farmer Families” or “Farmhands” are those persons who work on the farm that is on the property.

2) Building Type: Mixed-Use/Multi-Family

Amount: Nine (9)

Unit Specifications: Developer shall provide each type of unit listed below. Micro-units shall be defined as approximately 415 sf/unit.

- One (1) two-bedroom unit
- One (1) one-bedroom unit
- One (1) studio unit

- Six (6) micro-units

Income Restrictions: The studio unit and the micro-units shall serve households earning up to 60% AMI. All other units shall serve households earning up to 80% AMI.

The Summit Farms Affordable Housing Plan will provide more opportunities for qualified renters which is in direct alignment with the Town’s Affordable Housing Needs Assessment Implementation Strategy Goals to provide more affordable rental units for residents that are 80% and below AMI. It is staff’s recommendation to approve the Summit Farms Affordable Housing Plan.

REQUESTED ACTION

Motion to approve the Summit Farms Affordable Housing Plan.

RELATED TOWN GOALS

Strategic Plan Alignment

Affordable Living, Equity, and Inclusion: Work together to create a culture of belonging, address our past inequities, provide opportunities for all, treat everyone with respect and dignity and recognize every voice.

Core Values

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

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

OPTIONS/PROS & CONS

Options: Approve the Summit Farms Affordable Housing Plan.

Pros: Provides more opportunities for qualified renters and will allow for better implementation of this plan.

Cons: Not approving the Affordable Housing Plan would limit the market for potential qualified renters. Not approving the other administrative changes would be problematic for implementation of this plan.

NEXT STEPS

If the board approves, this will allow the developer to move forward in the permitting and construction process.



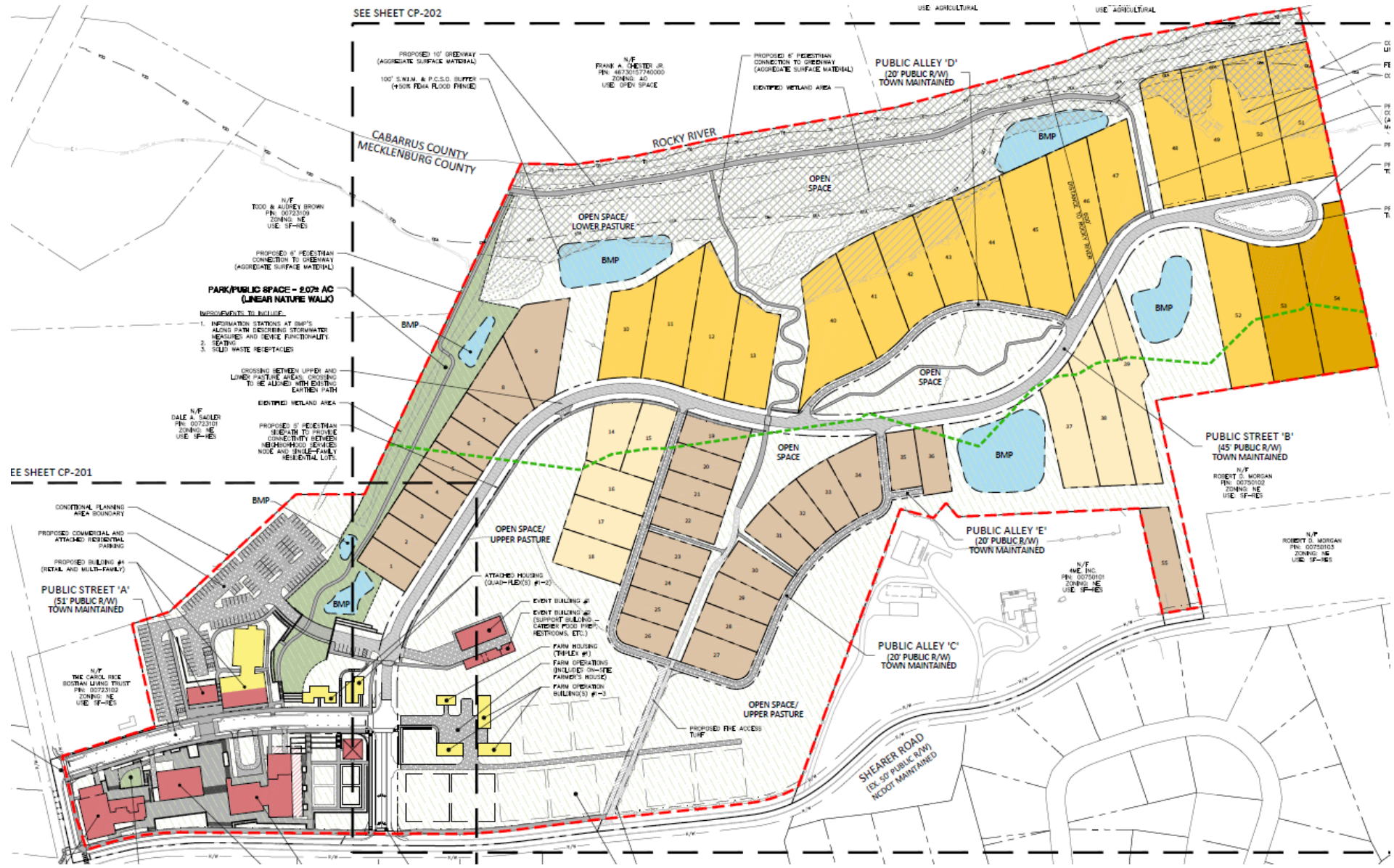
Summit Farms Affordable Housing Plan

Eugene Bradley
Housing and Equity Director
Board of Commissioners Meeting
September 12, 2023

www.townofdavidson.org

Summit Farms

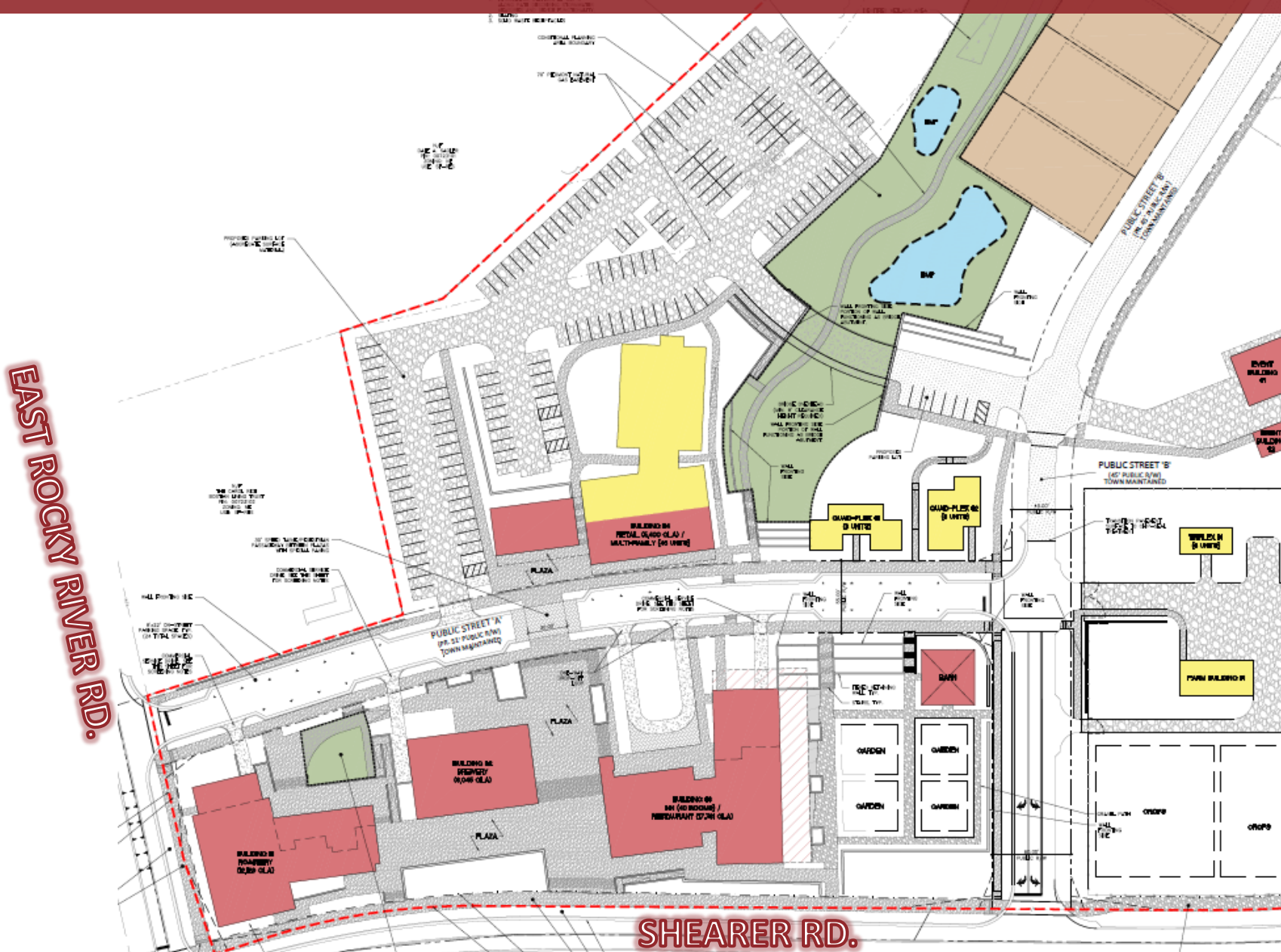
EAST ROCKY RIVER RD.



SHEARER RD.



PLAN – VILLAGE NODE



Summit Farms Development

- The proposal includes 109 residential units: 54 attached units and 55 detached units.
- The Affordable Housing requirement through on-site construction totals 12 units
- All affordable housing will be rental which directly supports the Town Affordable Housing Needs Assessment Implementation Strategy Goal
- The developer will choose a management company that will manage the rental units in the development
- Town staff will work with that management company to approve income-qualified applicants

Summit Farm Affordable Unit Breakdown

1) **Building Type:** Triplex

Amount: Three (3)

Unit Specifications: Single and/or multi-bedroom units

Income Restriction: Shall serve households earning up to 80% of the AMI

Note: The three units in the triplex building shall accommodate “Farmer Families” and/or “Farmhands “.

“Farmer Families” or “Farmhands” are those persons who work on the farm that is on the property.

2) **Building Type:** Mixed-Use/Multi-Family

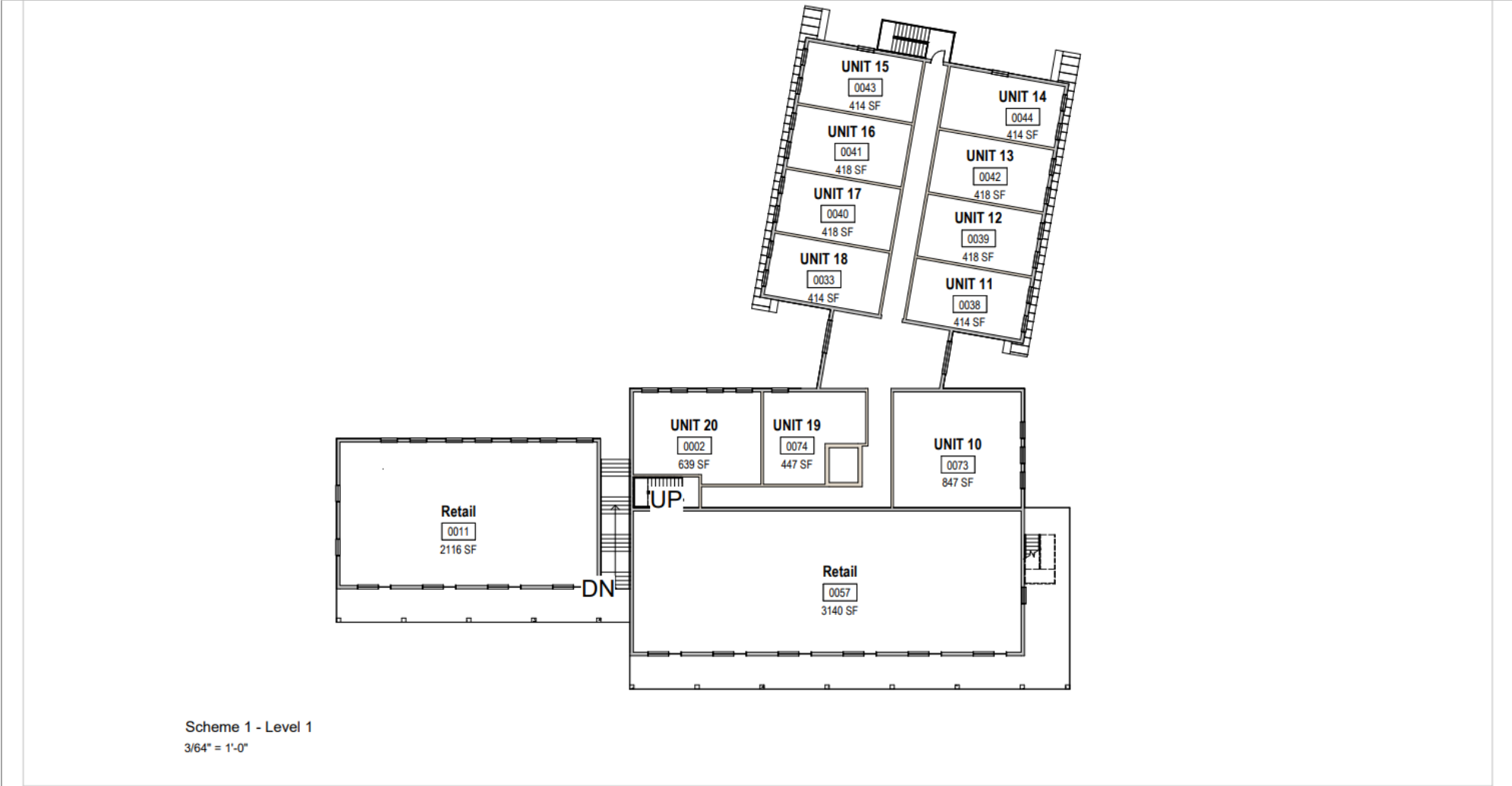
Amount: Nine (9)

Unit Specifications: Developer shall provide each type of unit listed below. Micro-units shall be defined as approximately 415 sf/unit.

- One (1) two-bedroom unit
- One (1) one-bedroom unit
- One (1) studio unit
- Six (6) micro-units

Income Restrictions: The studio unit and the micro-units shall serve households earning up to 60% AMI. All other units shall serve households earning up to 80% AMI.

Rental Target Demographics



Scheme 1 - Level 1
3/64" = 1'-0"

SUMMIT FARMS
Davidson, North Carolina

Summit Farms GP LLC
May 12, 2023

FLOOR PLAN - FIRST
FLOOR

DISCLAIMER: These plans are conceptual only. They have not been subject to a comprehensive code and regulatory review, nor have they been tested against any as-built surveys. Discoveries in such an analysis may result in fundamental changes to the original concept. This scheme assumes zoning relief will be required. As with all zoning relief, the architect cannot guarantee zoning relief will be achieved.

utile
Architecture & Planning



Questions?



Proposed Motion:
Motion to Approve the Summit
Farms Affordable Housing Plan



The **Summit Farms Conditional Planning Area** project shall meet the ordinance-required 12 units through on-site construction. The units shall be included in both the triplex building and the mixed-use/multi-family building. All units shall be for rent. See required unit allocation and details below.

UNIT ALLOCATION

1) Building Type: Triplex

Amount: Three (3)

Unit Specifications: Single and/or multi-bedroom units

Income Restriction: Shall serve households earning up to 80% of the AMI

Note: The three units in the triplex building shall accommodate “Farmer Families” and/or “Farmhands “. “Farmer Families” or “Farmhands” are those persons who work on the farm that is on the property.

2) Building Type: Mixed-Use/Multi-Family

Amount: Nine (9)

Unit Specifications: Developer shall provide each type of unit listed below. Micro-units shall be defined as approximately 415 sf/unit.

- One (1) two-bedroom unit
- One (1) one-bedroom unit
- One (1) studio unit
- Six (6) micro-units

Income Restrictions: The studio unit and the micro-units shall serve households earning up to 60% AMI. All other units shall serve households earning up to 80% AMI.

ADDITIONAL NOTES

- **Tenure Type:** All units included in this plan shall be for rent.
- **Rental Rates:** Rental rates shall be calculated based on the maximum assigned to Area Median Income (AMI) level as published annually by the US Department of Housing and Urban Development (HUD) for the Charlotte-Concord-Gastonia, NC-SC HUD Metro FMR Area. The rental rates may be adjusted at the end of each lease term to an amount which is affordable to households within the assigned income category.
- **Deed Restrictions:** The affordable units shall have assigned deed restrictions or affordable housing covenants approved by the Town of Davidson that set forth the terms of this affordable housing plan for a term of 90 years.
- **Monitoring.** The Town shall ensure through proper monitoring that the affordable units are occupied by income eligible households and remain affordable units and shall not exceed the rental rates permitted herein.

- **Unit Distribution:** Required affordable units shall be distributed throughout all levels of the Mixed-Use/Multi-family Building.
- **Management:** All affordable units shall be managed concurrently with the existing rental units on-site.
- **Timing:** The affordable units, in the triplex building, provided for farmer families or farmhands shall be delivered concurrently with the farm. The affordable units in the multi-family building shall be delivered concurrently with the market rate multi-family units. The Town of Davidson reserves the right to withhold Certificates of Occupancy (CO) until this obligation is satisfied.

This Affordable Housing Plan for the Summit Farms Conditional Planning Area is agreed to on August 22, 2023, by all parties listed below.

Mayor Rusty Knox, Town of Davidson

Karen Wolter, Interim Town Attorney
Town of Davidson

Eugene Bradley, Housing and Equity Director
Town of Davidson

Developer



AGENDA MEMO

To: Davidson Board of Commissioners
From: Eugene Bradley, Housing and Equity Director
Date: September 12, 2023
Re: Consider Approval of Critical Home Repair Policy

OVERVIEW

As a part of the Town's Affordable Housing Needs Assessment Implementation Strategy, addressing the need for critical home repairs as a means to preserve affordable housing in the community is an important tool. The goal is to protect and preserve some of Davidson's naturally occurring affordable housing stock for current residents to age in place and allow the Town's current affordable housing stock to remain in good condition. Critical Home Repair is a key component of the Comprehensive Housing Affordability Program (C.H.A.P.) and it is important to develop policies around each of these programs to ensure consistency, fairness, and alignment with the Affordable Housing Needs Assessment Implementation Strategy. Staff previously presented a draft policy at the August 22 board meeting.

REQUESTED ACTION/MOTION

Motion to approve the Critical Home Repair Policy and authorize the town manager to finalize and execute an agreement with Habitat for Humanity of the Charlotte Region.

RELATED TOWN GOALS

Strategic Plan Alignment

Affordable Living, Equity, and Inclusion- Work together to create a culture of belonging, address our past inequities, provide opportunities for all, treat everyone with respect and dignity and recognize every voice.

Historic Preservation - Preserve our historic properties that contribute to our vibrant and unique community and honor the history of the lived experiences of our residents.

Core Values

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

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

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

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

OPTIONS/PROS & CONS

Options: Approve the policy and contract.

Pros: Approving this policy will ensure consistency, fairness, and alignment with the Town's Needs Assessment Implementation Strategy. This gives staff the framework to execute the critical home repair program.

Cons: None

NEXT STEPS

Review additional affordable housing policies in coming board meetings.



Critical Home Repair Policy

Eugene Bradley
Housing and Equity Director
Board of Commissioners Meeting
September 12, 2023

www.townofdavidson.org

Affordable Housing Needs Assessment Implementation Strategy



Overview

- During the pandemic there was a sudden and emergent need for affordable housing options and an increased need for critical and emergency home repairs, necessary to preserve some of Davidson’s naturally occurring affordable housing stock.
- The 2022 Affordable Housing Needs Assessment included a recommendation to “explore ways to utilize and maximize existing inventory.”
- In order to begin addressing the needs effectively, it is recommended the town develops policies around each of these programs to ensure consistency, fairness, and alignment with the town’s Affordable Housing Needs Assessment Implementation Strategy.
- The Town was awarded a \$1 million grant from Mecklenburg County from American Rescue Plan Act (ARPA) funding to support this pilot program, re-branded as the Comprehensive Housing Affordability Program (C.H.A.P.).

Critical Home Repair Program

WHO QUALIFIES UNDER THE PROGRAM:

- The property must be located within the town limits
- The total household income cannot be more than 80% of the area median income
- The property must be a single-family detached home, or modular home that is fixed on a permanent foundation located on property owned by homeowner
- The property must be at least 10 years old and have a building structure tax value of \$250,000 or less
- The applicant must own the property and occupy the house as their primary residence
- The property must not be in danger of foreclosure

REPAIRS COVERED:

- Unsafe structures (roofing, flooring, etc.)
- Lack of heat
- Electrical or plumbing hazards
- Accessibility needs (ramps, railings, walk-in tubs, etc.)

OTHER REPAIRS MAY INCLUDE:

- All repairs covered under Habitat's Critical Home Repair program
- Weatherization
- Landscaping
- Painting
- Carpeting/flooring
- Siding
- Replacement of components that have been deemed faulty, unsafe or functionally obsolete

Critical Home Repair Program

- Critical Home Repair is one of the key tools in support of the Affordable Housing Needs Assessment Implementation Strategy to preserve existing affordable housing.
- The Critical Home Repair Program provides assistance to low-income homeowners by completing critical, major repairs at a subsidized rate.
- The Critical Home Repair Program preserves, protects, and maintains existing naturally occurring affordable housing in the town.
- The Draft Critical Home Repair Policy outlines the program particulars.

Partnering with Habitat for Humanity of the Charlotte Region

- Habitat for Humanity of the Charlotte Region has been long time partner of the Town dating back to the 1990's administering the town's Critical Home Repair program.
- Habitat has agreed to administer the town's Critical Home Repair program and follow County and ARPA guidelines
- Habitat will be a subrecipient of the ARPA grant to administer the program
- A draft agreement is attached to the agenda

Questions?



Proposed Motion:

Motion to approve the Critical Home Repair Policy and authorize the town manager to finalize and execute the agreement with Habitat for Humanity of the Charlotte Region.



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

CRITICAL HOME REPAIR

I. POLICY

To establish rules and guidelines for the Critical Home Repair Program in the Town of Davidson.

II. PURPOSE

One of the core focus areas in the Affordable Housing Needs Assessment Implementation Strategy is preserving existing affordable housing. The Critical Home Repair program aligns with the Affordable Housing Needs Assessment Implementation Strategy adopted in June 2023. The Critical Home Repair Program provides assistance to low-income homeowners by completing critical, major repairs at a subsidized rate. The Critical Home Repair Program preserves, protects, and maintains existing naturally affordable housing in the Town of Davidson. As of August 22, 2023, this policy replaces and supersedes any previous policies, or unwritten policies or practices covering the same subject.

III. PROVISIONS

Property and Household Eligibility:

Applicants must meet the following property and household requirements to be eligible for the Critical Home Repair Program. Recipients of assistance will be chosen by the criteria listed below without regard to race, color, religion, national origin, sex, familial status, or disability. Applications are reviewed on a first come basis for as long as funding is available.

Property Eligibility

- The property must be located within the town limits
- The property must be a single-family detached home, or modular home that is fixed on a permanent foundation located on property owned by homeowner
- The property must be at least 10 years old and have a building structure tax value of \$250,000 or less
- The applicant must own the property and occupy the house as their primary residence
- The applicant must have ownership of the property for at least two years *exceptions for inherited properties will be reviewed on a case-by-case basis.
- The property must not be in danger of foreclosure

- The homeowner must show proof of homeowner's insurance or construction insurance by the start of their repair project
- The property must have a critical need for repair including but not limited to: failed or rotted floor system, plumbing leak that will result in structural damage, electrical hazard, roof replacement or repair, termite and/or rot damage, HVAC replacement, upgrades, or accessibility needs (limited to exterior ramp access and bathroom accessibility)

Household Eligibility

- The total household income cannot be more than 80% of the area median income
- All household members 16 years and older may be subject to a background check
- The applicant cannot own any other residential property categorized as a vacation or second home

Eligible Critical Repairs Covered:

- Unsafe structures (roofing, flooring, etc.)
- Lack of heating and cooling
- Weatherization
- Electrical or plumbing hazards
- Accessibility needs (limited to ramps, railings, walk-in tubs, etc.)
- Additional work as follows: (new items)
 - Landscaping not to exceed \$3,000
 - Interior painting not to exceed \$3,000
 - Exterior painting not to exceed \$3,500
 - Garbage disposal not to exceed \$500
 - Authorized additional work may be amended from time to time

Program Requirements:

- **Commitment to Affordability:** The Town of Davidson invests in these home repairs to preserve naturally occurring affordable housing stock. To protect this investment, households are required to comply with restrictions on the use and sale of the property for a Period of Affordability for up to five years after the repair work is complete. During this time:
 - The house must be used as the primary residence of the Homeowner and/or the Homeowner's successors and assigns and cannot be rented for the five-year period.
- The property may only be sold to a qualifying low-income person or family (the qualifying total household income must be below 80% of the area median income)
- The homeowner will sign appropriate legal documentation recognizing the affordable housing restrictions.

Funding: Various funding sources will be utilized. Program guidelines may be more restrictive depending upon funding source.

IV. PROGRAM PROCEDURES

Town affordable housing staff will work with partners to implement program procedures. Below is an example of program procedures followed by Habitat for Humanity:

Habitat for Humanity's Critical Home Repair Process

1. **Application Inquiry:** Upon availability of applications, potential applicants are invited to fill out an application online or request an in-person appointment with the Town's partner by calling the Town's partner's main number.

2. **Application Review:** Through a public document search, initial eligibility will be determined based on ownership verification, length of ownership, building value, property tax status, and age of structure. Applicants that meet the initial eligibility requirements will be asked to submit income and any other relevant documentation. Applicants that meet the initial property requirements are asked to submit income and any other relevant documentation requested. Upon document submission, the application is reviewed to determine income eligibility.

3. **Partnership Conversation:** staff will meet with the Applicant to discuss the details and willingness to partner by reviewing expectations, community service requirements, and period of affordability requirements. The applicant will sign a Program Acknowledgment form that verifies they understand the participation details of the program and wish to continue with their application.

4. **Underwriting Pre-Approval:** Once income and property qualifications are confirmed, the application is passed to the staff to verify property and income eligibility. The Critical Home Repair staff pre-approves the application for the Critical Home Repair program.

5. **Assessment and construction approval:** The Construction Team will conduct an assessment of the property to determine whether there is a need for critical repairs and the feasibility for inclusion in the Critical Home Repair Program. All parts of the home must be made accessible for inspection, including the attic and crawlspace. Partner Families are encouraged to assist by providing information on problems that exist and need repair. A licensed electrician, plumbing, and HVAC contractor will be present to determine an in-depth scope of the critical needs for those trades. The Construction Team will review the assessment findings and leave a tentative list of repairs with the homeowner. Assessments will not be completed on homes that contain excessive clutter.
Lead/Asbestos Testing: All houses may be tested for asbestos. If the house was built before 1978, a lead-based paint inspection and risk assessment will be completed by a certified Lead Paint Inspector and Risk Assessor to determine if lead-based paint hazards are present.
Based on the Assessment and Lead/Asbestos testing, the staff will approve the applicant for the Critical Home Repair program. Applicants will be disqualified only if there is no need for critical repairs, or it is not feasible to complete necessary repairs. Preliminary Job Scope: The Construction Team will compile a list of necessary critical repairs and an estimated budget for the repair work. Critical needs are ranked and prioritized, with the lowest ranking items being removed from the proposed scope if necessary.

6. **Family Meeting:** The staff will meet with the Partner Family to review program requirements and provide them with the preliminary job scope. The Partner Family will sign the Family Participation Disclosure, consenting to partner with the Town or the Town's partner. The homeowner may sign additional documents as needed to submit with requests for grant funding. The Partner Family will complete an Information Sharing Agreement detailing their comfort level with each type of media to be shared publicly and with sponsors, donors and volunteers. Income documents may be collected at this

time and the homeowner and household income will be recalculated to verify the project eligibility for grant funding.

7. Bid walks: The Construction Team will visit the home with potential subcontractors. Subcontractors for each trade are invited to attend the bid walk and submit a bid to perform the work. After the bid walk, contractors must return the bid within 5 days. Once the bids have been received, the lowest responsive and responsible bidder will be awarded the contract for the specific job.

8. Final Job Scope: The Construction team will finalize the job scope and budget with updated costs once the bids have been awarded.

9. Site Supervisor Walk Through: The assigned staff and their respective manager will meet with the Partner Family at their home to review the finalized job scope and discuss the details of the repair project. The job scope will include a tentative schedule, including potential impacts on the Partner Family (how long the family can expect to be without a kitchen sink, bathroom, heat, electricity, water, etc, and if the homeowner will need to vacate to property for any period of time), and scheduled volunteer days. The Partner Family will sign the finalized job scope, confirming that they understand the repair work that will be completed at their home.

10. Contract Meeting: The staff will meet with the Partner Family to sign the contract for the repair work. At this time, they will give the Partner Family contact information for the staff that will manage the repairs to their home. The Partner Family will also sign either a Promissory Note or a Deed Restriction agreeing to comply with the period of affordability. The Partner Family may sign additional documents, as needed, to comply with grant funding requirements.

11. Construction: The Town's partner will obtain any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Code Enforcement Officers will inspect new work for compliance with the State Building Code. In order to complete quality repairs at the most affordable cost, repairs are completed by a team of staff, AmeriCorps volunteers, community volunteers, and subcontractors under the direction of a staff. The staff will closely monitor subcontractors during the construction period to make sure that the work is being done in a timely fashion according to the job scope. The Site Supervisor will also be on site performing non-trade repairs and potentially leading volunteer crews through appropriate tasks. The Partner Family is responsible for protecting their personal property by clearing personal items from areas where work will be performed.

12. Relocation: Dependent on the scope of work, the Construction Management Team and staff may recommend occupants to temporarily relocate during the home repair. Temporary relocation is the responsibility of the homeowner.

13. Change Orders: No-cost change orders from the original scope will be documented and signed off on by the Site Supervisor and the homeowner.

14. Final Walk-Through: Once all work has been completed, Town's partner staff and town staff walks the job to ensure that all items on the approved scope of work have been completed. After the manager has signed off on the job, the Site Supervisor will walk the job with the homeowner.

V. PROCUREMENT

The Town and its partners will follow applicable state and federal laws regarding procurement.

VI. NON-DISCRIMINATION AND CONFLICT OF INTEREST

Equal Opportunity

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

Conflict of Interest

Any person who is an employee, agent, consultant, officer, elected official, or appointed official of the Town of Davidson and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may not obtain a financial interest or financial benefit from an assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to any assisted activity, or the proceeds from such activity, either for themselves or those whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister) grandparent, grandchild, and in laws of a covered person. The Town of Davidson should avoid conflict of interest and the appearance of a conflict of interest in administering the program.

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

V. AUTHORIZATION

Approved by the Board of Commissioners on _____, 2023.

Memorandum of Understanding (“Agreement”)

BETWEEN

The Town of Davidson
251 South Street, Davidson, NC 28036
 (“the Town”)

And

Habitat for Humanity of the Charlotte Region, Inc.
3815 Latrobe Dr., Charlotte, NC 28211
 (“Habitat”)

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into by and between the Town of Davidson (Town) and Habitat for Humanity of the Charlotte Region, Inc. (Habitat).

PURPOSE

The purpose of this Memorandum of Understanding is to establish a general framework for cooperation and collaboration between the Town and Habitat for the Critical Home Repair Program. It will assist in defining the relationship to ensure that the goals of each are accomplished in a mutually supportive way. Funding through this agreement will serve 10 homeowners, lasting two years with five homeowners served each year. The Parties understand that the Town will fund its share of each project with funds provided to the Town in its capacity as a subrecipient of federal funds awarded to Mecklenburg County as part of the American Rescue Plan Act of 2021. Accordingly, the Parties acknowledge and understand that the terms of this MOU will be formalized into a binding Subrecipient Agreement that imposes rights and responsibilities upon the Parties that, among other things, require compliance with Federal law, rules and regulations.

RELATIONSHIP BETWEEN THE TOWN AND HABITAT

The partnership and cooperation for this agreement are as follows:

- The Town and Habitat partner to recruit applicants within the Town of Davidson and its surrounding area in its extra territorial jurisdiction need of Critical Home Repairs.
- Habitat accepts applications, reviews qualifications, and approves applicants into Habitat’s Critical Home Repair program.
- Habitat conducts a full home assessment to determine the health and safety issues that will be addressed through the Critical Home Repair Program.
- Once the scope of work is finalized, Habitat will submit the written scope to Town staff to review the work that will be covered. The Town will review the proposed scope of work and determine if they will supplement with limited additional work items as shown on Exhibit A attached hereto (the “Allowed Additional Work”) if the addition is mutually agreed to by The Town and Habitat.
 - If the Town authorizes Allowed Additional Work, the Town will be responsible for additional costs, such cost to include Habitat labor and overhead. Additional Work shall be included in the scope of work and shall be bid as part of the project. Additional work shall not include anything that will preclude Habitat’s closing on the project or that requires Habitat to pull permits not required by the original scope of work.

Memorandum of Understanding (“Agreement”)

- Habitat estimates that for FY24 and FY25, projects will each require an average of \$60,000 (inclusive of Habitat labor and overhead). An example of project funding prioritization and leveraging is as follows:

Funding Source	Project allocation
Town of Davidson	50% (~\$30,000)
Mecklenburg County award to Habitat	25% (~\$15,000)
Davidson Community Foundation	25% (~\$15,000)

Any project scope exceeding \$70,000 will be reviewed with Town staff to determine if there are other additional funding opportunities.

- As expenses are incurred, Habitat may request reimbursement from the Town monthly for funds under their control.
- Each party agrees to indemnify and hold the other party and its employees, elected officers and agents (Indemnities) harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgements, penalties, expenses including legal cost imposed upon or incurred by or asserted against any of the indemnities for bodily injury, death, damage to real and personal property, to the extent that any such claim arises out of the negligent or wrongful acts of omissions of the indemnifying party, its employee or agents in connection with the MOU, provided the Indemnitee provides the indemnifying settlement of the claim and is given all right and power to defend or settle such claim. Obligations of indemnity shall survive the expiration of this MOU.
- Parties may amend this MOU by written mutual agreement.

SIGNATURES

The Town of Davidson and the authorized representative of the Habitat for Humanity of the Charlotte Region have executed this Understanding on this ____ day of _____, 2023, the effective date of this Understanding. This Memorandum of Understanding will expire on June 30, 2025.

TOWN OF DAVIDSON

By _____

(Signature)

(Printed Name)

HABITAT FOR HUMANITY OF THE CHARLOTTE REGION

By _____

(Signature)

(Printed Name)

Memorandum of Understanding (“Agreement”)

EXHIBIT A

ALLOWED ADDITIONAL WORK

The Town will consider the following additional work for qualified recipients of Critical Home Repair Funds:

1. Landscaping not to exceed \$3,000
2. Interior Painting not to exceed \$3,000
3. Exterior Painting not to exceed \$3,500
4. Flooring not to exceed \$3,500
5. Garbage Disposal not to exceed \$500

SUBRECIPIENT AGREEMENT

BETWEEN THE TOWN OF DAVIDSON AND HABITAT FOR HUMANITY OF THE CHARLOTTE REGION, INC.

This Contract entered into as of the ____ day of _____, 2023 (the “Effective Date”), by and between the Town of Davidson, North Carolina (the “Town”) and Habitat for Humanity of the Charlotte Region, Inc., 3815 Latrobe Dr., Charlotte, NC 28211(hereinafter “Subrecipient”).

WHEREAS, the American Rescue Plan Act (ARPA)(P.L 117-2) was passed by Congress and signed into law on March 11, 2021. Section 9901 of ARPA amended Title VI of the Social Security Act 17 (the Act) to add section 602, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

WHEREAS , the purpose of the Fiscal Recovery Funds (hereinafter the “Fund”) is to provide emergency funding for eligible state and local governments to bolster their response to the COVID-19 emergency and its economic impact; and

WHEREAS, the Town has entered into a Subrecipient Agreement with Mecklenburg County, North Carolina pursuant to which the Town will receive Funds to cover three major areas that include, among other things, critical home repairs; and

WHEREAS, the Town desires to enter into this Contract with the Subrecipient for the purpose of engaging Subrecipient to implement a critical home repair program as more thoroughly described on the Memorandum of Understanding between the Town and Subrecipient attached hereto as **Attachment A** and incorporated herein by reference (the “Program”).

NOW, THEREFORE, in consideration of the sums to be paid by the Town to the Subrecipient, the Town does hereby enter into is Contract with Subrecipient to provide services as herein described and upon the following conditions:

1. CONTRACT TERM. The term of this Contract shall commence on the Effective Date and shall terminate on December 31, 2026 or until Funds are expended, whichever comes first.
2. MAXIMUM CONTRACT AMOUNT. The Maximum Contract amount is .
3. SUBRECIPIENT RESPONSIBILITIES
 - a. Subrecipient shall follow all guidance established by the United States Treasury Department, Mecklenburg County and the Town of Davidson when expending funds including but not limited to, sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue plan act of 2021, 31 CFR Part 35

Coronavirus State and Local Fiscal Recovery Funds, and 2 CFR Part 200 Uniform Guidance.

- b. Funding shall only be used for expenses as approved and not for any other expenses without prior written approval from the Town.
- c. Subrecipient shall implement the Program for single family critical home repairs in Davidson, Mecklenburg County, North Carolina.
- d. The parties hereby acknowledge that Mecklenburg County has adopted a Source of Income Protection Policy in supportive housing which terms and provisions are incorporated herein by reference and hereby agree to be bound by the relevant terms and provisions therewith.
- e. The Town shall work with Subrecipient to utilize the Mecklenburg County guidelines for marketing and publicity to recipients of ARPA funding.
 - i. **BOILERPLATE:** Subrecipient shall use the following language in any news releases related to the Program: “In January 2023, the Mecklenburg County Board of County Commissioners approved funding for 75 local projects utilizing \$99 million allocated from the American Rescue Plan Act (ARPA) of 2021. The allocated funds will address the County Commissioners’ budget priorities: Affordable Housing and Homelessness, Behavioral Health and Health Equity, Childcare and Early Childhood Development, Parks, Environment and Infrastructure, Workforce and Economic Development. ARPA was signed int law by President Joe Biden on March 11, 2021, allowing local governments to provide direct assistance to communities that have been most impacted by COVID-19. For a full list of ARPA Recipients, visit MeckNC.gov.”
 - ii. **CREDIT LINE:** When the ARPA-funded project is discussed or mentioned online or in print, ARPA recipients will include this credit line: “This project is supported by the Town of Davidson and Mecklenburg County with funds from the American Rescue Plan Act (ARPA).”
 - iii. **SOCIAL MEDIA:** If ARPA recipients post about the ARPA-funded project on Facebook, Instagram, Twitter or LinkedIn, the Town of Davidson and Mecklenburg County shall be tagged in all instances.
- f. The service period must be for costs incurred between January 18, 2023 and December 31, 2026.
- g. The performance period for this agreement will be between January 18, 2023 and December 31, 2026.

- h. Funding shall only be used for expenses as approved and not for any other expenses without prior written approval from the County.
- i. Customers being served must reside in the Town of Davidson, Mecklenburg County.
- j. Ensure that Federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources.
- k. Subrecipient shall produce said records of expenditures upon request by the Town or the County and participate to the fullest extent or as required by any future audit of the Fund program.
- l. In the event it is determined by the Town, Mecklenburg County or any other audit under the Fund program, that Subrecipient expended an amount of the Funds in violation of the funding requirements or this Contract, Subrecipient shall be required to return that amount of money to the Town.
- m. If the Subrecipient receives an amount of funding from the federal or state government, or any insurance or other payments to cover expenses for which the Subrecipient received the Funds, the Subrecipient shall return that amount of Funds to the Town.
- n. Ensure the funds are only used on eligible expenses as outlined and cannot duplicate services.
- o. Ensure that all costs incurred prior to the award date and ineligible costs are not submitted under this Contract.
- p. Subrecipient shall keep records of all expenditures of the Funds sufficient to demonstrate that said expenditures were in accordance with the uniform guidance documents included in Section 3a for a period of five (5) years after the performance period, or longer as required under federal guidelines.
- q. Subrecipient must return unspent funding or unapproved expenditures to the Town within 60 days of the request or upon Agreement expiration.
- r. Accept that funding is subject to the following Subrecipient guidelines:
 - i. Comply with applicable federal special conditions of the grant award passed down from the County to the Town to the Subrecipient as described in 2 CFR 200.331(a)(1).
 - ii. Subrecipient must provide reasonable assurance of compliance with federal statutes, regulations, and the terms and conditions of the federal award.

- iii. Subrecipient must agree to evaluation and monitoring of their compliance with statutes, regulations, and terms and conditions of the subaward by allowing access to Subrecipient records and financial statements. Selected invoices will be audited, and backup documentation must be provided.
 - 1. Subrecipient must take prompt action when instances of noncompliance are identified.
 - 2. Subrecipient must take reasonable measures to safeguard sensitive information consistent with applicable federal, state, and local laws.

4. TOWN RESPONSIBILITIES

- a. The Town will be subject to certain administrative requirements that comply with County requirements, including an evaluation of Subrecipients risk of non-compliance to determine the appropriate monitoring level, and monitoring the activities of Subrecipient. The Town may be required to show evidence of due diligence in reviewing the ability of Subrecipient to properly meet the objectives of the subaward and account for the use of the funds.
- b. The Town is not obligated or required to distribute any ARPA Act funds to the Subrecipient if the Town determines that the Subrecipient is not eligible to receive the funds.
- c. The Town reserves the right to modify any budget with thirty (30) days notice to reallocate resources.
- d. The Town reserves the right to claw back any unspent ARPA funds at any time during the contract period due to performance or a change in guidance and will provide reasonable notice to Subrecipient. Unspent funds do not include funds obligated by the Subrecipient. Definition of "Obligated" : those funds that the Subrecipient has committed to spend as documented in written contracts, purchase orders or other contractual agreements, both spent and unspent.
- e. The Town must claw back any ARPA funds that have not been spent by December 15, 2024.
- f. The Town is required to manage and monitor Subrecipient to ensure compliance with requirements of the Funds pursuant to 2 CFR 200.332
- g. Town will provide a Project Manager who will manage the programmatic area of the Contract. The Project Manager will:
 - i. Be the point of contact for the Subrecipient.
 - ii. Maintain communication with the Subrecipient.
 - iii. Keep Subrecipient informed of any changes.
 - iv. Monitor the Contract. Monitoring includes but is not limited to: a review of Subrecipient performance reports and expenditures, random sampling of invoices and payments, review of customer files, and review of Contract

procedures. Monitor programmatic progress and ability of the Subrecipient to meet objectives of the subaward. Participate in Subrecipient monitoring training, when available, in coordination with Financial Management and Subrecipient, if necessary.

v. Provide training as identified by the Project Manager to the Subrecipient.

5. PERFORMANCE STANDARDS

Performance standards are a set of expectations that the Town has for Subrecipients. The purpose of performance standards is to state what results are expected for performance to be considered satisfactory. These are expectations that the Town has for Subrecipients in addition to the description of services agreed to by the Subrecipient in each Contract. The additional expectations include tracking outcomes, monitoring progress, and presenting evidence to demonstrate that services are efficient and effective, and they are delivered using the Town's and Mecklenburg County's Customer Service Standards which include: Service Quality, Timeliness, Courtesy and Respect, Clear Communication and Ethical Integrity.

- Subrecipient will employ sufficient and qualified persons to ensure all services are provided at all times and in all respects in accordance with the background and context, specifications and terms and conditions of the contract.
- Time is of the essence for this Contract and each of its terms.
- Subrecipient will assure that its employees and subcontractors interact with County employees and with the public in a courteous, helpful, and impartial manner. All employees and subcontractors of the Company in both field and office shall refrain from belligerent behavior and/or profanity.
- Subrecipient shall communicate clearly to the Town on any matters relating to this Contract.
- Subrecipient will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest.

The Town is committed to providing technical assistance to Subrecipients for the achievement of continuous quality improvement. By agreeing to the terms and conditions of this Contract, Subrecipients are required to accept this assistance when it is offered and implement systems that target ongoing quality improvement. It is the intention of the Town to give the Subrecipient sufficient opportunity to improve performance and avoid the need to impose the consequences in each Contract.

Nonperformance issues are problems identified in evaluations that reflect a lack of adherence to applicable duties, responsibilities, performance standards, and terms and conditions of this contract. In the event of noncompliance issues, a resolution shall be sought to ensure that the appropriate level of management can resolve the issue:

1. Project Manager should attempt to resolve the problem by working with the Subrecipient's management level.
2. Subrecipient submits a corrective action that includes the set of actions to correct an issue with the specified timeframe for performance improvement.
3. If the issues still persist, the contract shall be terminated based on language in SECTION VIII - TERMINATION.
4. The County reserves the right to claw back any unspent funds at any time during the contract period due to performance issues.

Please submit the monthly performance measures by the 10th of each month to [TOWN OF DAVIDSON EMAIL ADDRESS??] beginning October 15, and so forth. Subrecipients are required to submit performance reports until the final expenditure is reported. The raw data should be included with the report and should not disclose any personally identifiable information. The performance measures may be adjusted by mutual written consent between the Vendor and the Town. In such case, the updated measures will be placed on file with all parties. See **Attachment B: ARPA Performance Report** template attached hereto and incorporated herein by reference.

6. METHOD AND CONDITION OF PAYMENT

- a. Contract amount is based on approved budget expenses up to \$????? as shown on **Attachment C: Project Budget** attached hereto and incorporated herein by reference.
- b. Funding will be distributed after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's Chief Finance Officer with a copy to the Town's Project Manager. The Town will not pay in advance without the prior approval of the Town's Finance Officer. The Contractor to submit invoices on the following schedule: [TBD with HABITAT].
- c. The Project Budget is not to exceed the maximum amount payable under the terms of this Contract. The Project Budget may be adjusted by mutual written consent between the Subrecipient and the Town.
- d. Subrecipient shall prepare and submit monthly reporting with supporting documentation for actual expenses to [Piet and Eugene?]
- e. Supporting documentation includes but is not limited to copies of general ledgers and subsidiary ledgers; budget records; payroll records and staff timesheets; receipts of purchase; itemized invoices or customer account statements; and other documentation on how the expense is related to COVID-19. See **Attachment D: Monthly Expenditure Report** attached hereto and incorporated herein.
- f. Electronic reporting must be submitted in accordance with the privacy and security requirements set forth in Paragraph 10- Confidentiality.
- g. The total amount paid under the terms of this Contract shall not exceed the Contract amount.
- h. Payment will be made via electronic funds transfer (EFT).

7. AUDIT REQUIREMENTS. Subrecipients shall submit to the Town an annual Audited Financial Statement prepared by a Certified Public Accountant.

- a. The audited financial statement must include the following:

- i. A balance sheet, statement of financial position, position of statement of assets, liabilities and owner's equity.
 - ii. A statement of income or statement of revenues and expenses.
 - iii. A statement of cash flows.
 - iv. An independent auditor's opinion.
 - v. Notes to the financial statements and supplemental information.
- b. The year-end date for the financial statements must be no more than twelve (12) months prior to the beginning of the contract term.

8. INSURANCE REQUIREMENTS. Unless such insurance requirements are waived or modified by the Town, the Subrecipient certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile - the Subrecipient shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Subrecipient shall maintain commercial general liability insurance that shall protect the Subrecipient from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to the Subrecipient, the Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Subrecipient shall also provide any other insurance or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Contractor to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Subrecipient or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

9. CONTACT SUMMARY

TOWN

Project Manager: _____
Email: _____
Phone _____
Address _____

SUBRECIPIENT

Contact: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]
Address [REDACTED]

10. GENERAL PROVISIONS

Amendment

This Contract may not be amended, added to, or changed except by a written agreement signed by all parties.

Assignment:

Neither this Contract nor any rights or obligations created herein shall be assigned by any party without the express written consent of the other party.

Civil Rights Compliance:

Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Clean Air Act:

Comply with the Clean Air Act (42 U.S.C.7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387) and report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Confidentiality:

All parties hereto agree to comply with any and all applicable laws and regulations concerning the confidentiality of customer records, files, or communications in addition to the terms of this Contract.

All parties agree to secure privacy, confidentiality, and integrity of customer, employee, and administrative data.

Electronic exchange of confidential information of any email, which will include invoices, customer billing information, and any other information regarding the service delivery of the customer, must be sent and received via encrypted methods.

Conflict of Interest:

Subrecipient represents and warrants that to the best of its knowledge, after reasonable inquiry, there

exists no actual or potential conflict between the Subrecipient's family, business, or financial interest and the Subrecipient's provision of services. In the event of a change in either Subrecipient's private interests or the provision of Services, the Subrecipient will inform the County in writing of any change that may give rise to a potential conflict of interest between those Interests and the Subrecipient's provision of Services.

Federal, State, Local laws:

Agree to make itself aware of and comply with, and cause it, subcontractors, to comply with all Federal, State, and local laws, regulations, and ordinances, to the extent any apply, relating to the performance of this Contract and the services delivered hereunder, including without limitation, **E-Verify (Article 2 of Chapter 64 of the North Carolina General Statutes)**, Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all applicable regulations of the Occupational Safety and Health Administration (OSHA). Subrecipient further agrees to obtain all verifications, permits, and licenses applicable to the performance of this Contract. If any violation of this section has occurred or does occur, the Subrecipient will indemnify, defend and hold harmless the Town from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

Governing Law:

This Contract shall be subject to and governed by the laws of the State of North Carolina.

Health Insurance Portability and Accountability Act:

Subrecipient agrees that, if the County determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), and its implementing regulations, it will comply with the HIPAA requirements and will execute such contracts and practices as the County may require to ensure compliance.

Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Subrecipient shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims demands, lawsuits, actions or proceedings either: (i) arising from the Subrecipient's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Subrecipient or any of its agents, employees or subcontractors relating to the performance of this Contract; or (ii) arising from a violation of any Federal, State or local law, regulation or ordinance by the Subrecipient or any of its subcontractors, including without limitation E-Verify or other immigration laws. For purposes of this section: (a) the term "Indemnitees" means the Town and each of the Town's officers, officials, employees, agents, and independent contractors, excluding the Subrecipient; and (b) the term "charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities including settlement amounts.

Independent Contractor Status:

In the performance of the work, duties, and obligations under this Contract, it is mutually understood and agreed that Contractors will be at all times acting and performing as Subrecipient employees or the Subrecipient's independent contractors and not employees of the County. County shall neither have nor exercise any control or direction over the methods by which Subrecipient and its

agents or employees shall perform their work and functions; the sole interest and responsibility of Subrecipient is to assure that services covered by this Contract shall be performed and rendered in a competent, efficient and satisfactory manner.

Iran Divestment Act Prohibition:

Pursuant to N.C.G.S. § 147-86.59, Subrecipient certifies that as of the date of this Contract, Subrecipient or Contractor is not listed on the Final Divestment List as created by the State Treasurer and is in compliance with the Iran Divestment Act as set forth in N.C.G.S. § 147-86.55-86.63. Further, the Subrecipient shall not utilize any subcontractor in the performance of the Contract that is identified on the Final Divestment List. The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/iran.

Monitoring and Evaluation:

Subrecipient agrees to participate in the program's fiscal and administrative audits, making records and staff time available to Federal, State, County and Town staff.

Subrecipient agrees to take the necessary steps for corrective action, as required within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards, and terms of this Contract.

During the term of this Contract and for a period of five (5) years after termination or expiration of this Contract for any reason, in addition to the Town and County, Federal and State government shall have the right to audit, through either itself or a third party, the books and records (including but not limited to the technical records) of Subrecipient in connection with this Contract, to ensure Subrecipient's compliance with all the terms and conditions of this Contract.

Non-exclusive:

Each party agrees that this Contract is non-exclusive in that each party shall have the right to provide services to other entities and receive services from other entities.

Notices:

All notices provided herein shall be in writing and served upon all parties at the then-current mailing address for each party listed in Paragraph 9 CONTACT SUMMARY.

Records and Reports:

Subrecipient agrees to maintain customer records which date and document the service delivered for the individual customer, a valid authorization for service, program records, documents, and other evidence which reflect program operations.

Furnish Information to County, as requested, to support the provision of service(s) pursuant to this Contract and the full cost of the service. Subrecipient agrees to submit requested changes to the Contract or approved supporting information for prior review, as needed or required.

Maintain books, records, documents, and other evidence and accounting procedures that reflect all direct and indirect costs expended under this Contract for a minimum of five (5) years after the performance period had expired or until all audits continued beyond this period are completed or longer if required by funding source.

Reduction or Non-Appropriation of Funds:

In the event that Federal, State, Local, or Grant funding is no longer available or has been reduced, the Town shall not be obligated to continue this Contract or any part thereof unless the Subrecipient has obligated or incurred funds. Obligated is defined as those funds that the Subrecipient has committed to spend as documented in written contracts, purchase orders or other contractual agreements, both spent and unspent.

If the Town Board of Commissioners does not appropriate the funding needed to make payments under this Contract for a given fiscal year, the Town shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such an event, the Town will notify the Subrecipient of the non-appropriation, and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the Town, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Contract.

Severability:

The invalidity or unenforceability of any particular provision of this Contract shall not affect the remaining provisions herein, and the Contract shall be construed in all respects as if such invalid or enforceable provision were omitted.

Subcontracting:

Subrecipient shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the Town. Any approved subcontract shall be subject to all conditions of this Contract. Subrecipient shall be responsible for the performance of any subcontractor. Subrecipient is responsible for submitting the required reports and documentation to the Town.

Termination:

The Town or Subrecipient may terminate this Contract at any time with cause by giving sixty (60) calendar days prior written notice to the other party deliverable in person or by certified or registered mail to the persons identified as the Contact Summary for each party as set forth in Paragraph 9. The parties shall have thirty (30) days to cure the deficiency. If through any cause other than force majeure, the Subrecipient shall fail to fulfill its obligations under this contract in a timely and proper manner, the Town shall have the right to terminate this contract by giving written notice to the Subrecipient and specifying the effective date thereof.

Waiver:

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

11. **SPECIAL CONDITIONS.** Subrecipient shall comply with the flow down requirements for projects funded under Federal Funds. The Contract complies with applicable Federal Statutes, Federal Rules and other required provisions in effect as of the date of this written agreement. These requirements include but are not limited to the following:
 - a. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. If requested the Town grants the Subrecipient use of the noncompetitive procurement provisions found in 2 CFR 200.230(3)(c)(3) due to the ongoing public health emergency caused by COVID-19 and the need to distribute funding quickly.

- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency (Language Access Planning)

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

Habitat for Humanity of the Charlotte Region, Inc.

The Subrecipient Name

Signature of Authorized Representative Date

the Subrecipient's Federal Identification #

Town of Davidson

Signature of Authorized Representative Date

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

Signature of Authorized Finance Officer Date

ATTACHMENT A

Memorandum of Understanding

DRAFT

ATTACHMENT B
ARPA Performance Report

DRAFT

ATTACHMENT C

Project Budget

DRAFT

ATTACHMENT D

Monthly Expenditure Report

DRAFT



AGENDA MEMO

To: Davidson Board of Commissioners
From: Eugene Bradley, Housing and Equity Director
Date: September 12, 2023
Re: Discuss Rental Subsidy Policy

OVERVIEW

As a part of the Town’s Affordable Housing Needs Assessment Implementation Strategy, addressing the need for rental subsidies for residents as a means to support residents that have experienced unprecedented rent increases over the last three years which have resulted in housing insecurity for many residents. The Comprehensive Housing Affordability Program (C.H.A.P.) will focus on critical home repair, rental subsidies, and emergency home repairs. As the town works in these three areas, it is important to develop policies around each of these programs to ensure consistency, fairness, and alignment with the Needs Assessment Implementation Strategy. The goal is to provide 25 rental subsidies to occupants making less than 80% of the current Mecklenburg County area median income are paying no more than 30% of their income toward rent and utilities. Staff will present a draft policy for the rental subsidy program and answer any questions. Concurrently, staff is working on a service provider agreement to implement the rental subsidy program to bring to the board for approval.

The 2022 Affordable Housing Needs Assessment included a recommendation to “explore ways to utilize and maximize existing inventory.” and to “implement a rental subsidy program targeting existing rental and investment properties”. This program aligns with the Affordable Housing Needs Assessment Implementation Strategy adopted in June 2023.

The board will be asked to consider approval of the policy and authorize the town manager to execute an agreement with the Ada Jenkins Center as a part of the consent agenda at the September 26 board meeting.

REQUESTED ACTION/MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Affordable Living, Equity, and Inclusion- Work together to create a culture of belonging, address our past inequities, provide opportunities for all, treat everyone with respect and dignity and recognize every voice.

Historic Preservation - Preserve our historic properties that contribute to our vibrant and unique community and honor the history of the lived experiences of our residents.

Core Values

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

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

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

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

OPTIONS/PROS & CONS

Options: Approve the policy.

Pros: Approving this policy will ensure consistency, fairness, and alignment with the town's Affordable Housing Needs Assessment Implementation Strategy. This gives staff the framework to execute the rental subsidy program.

Cons: None.

NEXT STEPS

The board will be asked to consider approval of the policy and authorize the town manager to execute an agreement with the Ada Jenkins Center as a part of the consent agenda at the September 26th board meeting.



Rental Subsidy Policy

Eugene Bradley
Housing and Equity Director
Board of Commissioners Meeting
September 12, 2023

www.townofdavidson.org

Affordable Housing Needs Assessment Implementation Strategy



Background

The Town was awarded a \$1 million grant from Mecklenburg County from American Rescue Plan Act (ARPA) funding to support this pilot program, re-branded as the Comprehensive Housing Affordability Program (C.H.A.P.). This pilot program will focus on these three areas:

- Critical Home Repairs
- Rental Subsidies
- Emergency Home Repair

Background

- The program funded by the Town is in response to the unprecedented rent increases over the last three years which have resulted in housing insecurity for many residents.
- The 2022 Affordable Housing Needs Assessment included a recommendation to “implement a rental subsidy program targeting existing rental and investment properties”.
- In order to begin addressing the needs effectively, it is recommended the town develops policies around each of these programs to ensure consistency, fairness, and alignment with the town’s Affordable Housing Needs Assessment Implementation Strategy.

Rental Subsidy Program

- Rental Subsidy is one of the key tools in support of the Affordable Housing Needs Assessment Implementation Strategy to preserve existing affordable housing.
- Provide 25 rental subsidies for residents spending over 30% of their income on housing (for households with incomes that are 80% and below of the Area Median Income) until 12/31/24.
- The Rental Subsidy Program also help preserves, protects, and maintains existing naturally occurring affordable housing in the town.
- The Draft Rental Subsidy Policy outlines the program particulars.

Rental Subsidy Program – A Detailed Look

WHO QUALIFIES FOR THE PROGRAM:

- Those making 80% or below of AMI
- Those paying more than 30% of their income toward housing
- Resident living in single family, apartment, or townhouse rental unit
- Must have up to date lease agreement
- Must be located within a project boundary

SUBSIDY AMOUNT:

- To be determined by Ada Jenkins Center utilizing calculation involving income, rent amount and utilities. (gross monthly income/gross monthly rent and utilities)
- \$500.00 monthly maximum

QUALIFICATION CRITERIA:

- Proof of income including but not limited to last three months paystubs, Social Security statements, Disability statements
- Lease/rental agreement
- Identifications for all adults living in home
- Acknowledgement of income and persons living in home
- Proof of average utilities

DURATION OF SUBSIDY:

- One year, renewable based on funding

Partnering With the Ada Jenkins Center

- The Ada Jenkins Center has been long time pillar in the Davidson community dating back to the 1970's providing financial assistance, economic mobility, education, food pantry, and tax assistance services and programs
- The Ada Jenkins Center has agreed to administer the town's rental subsidy program and follow the County and ARPA guidelines
- The Ada Jenkins Center will be a subrecipient of the ARPA grant in order to administer the program
- A draft agreement is attached to the agenda

Next Steps

- Recommend board approval of the Rental Subsidy Policy and authorize the town manager to finalize and execute the agreement with Ada Jenkins at the September 26th board meeting on the consent agenda
- Review additional Affordable Housing Policies in coming board meetings

Questions?





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

RENTAL SUBSIDY

I. POLICY

To establish a Rental Subsidy Program in the Town of Davidson

II. PURPOSE

The 2022 Affordable Housing Needs Assessment included a recommendation to “explore ways to utilize and maximize existing inventory.” The Rental Subsidy Program will serve to make existing rental units within the Town of Davidson affordable by ensuring occupants making less than 80% of the current Mecklenburg County area median income are paying no more than 30% of their income toward rent and utilities. This program aligns with the Affordable Housing Needs Assessment Implementation Strategy adopted in June 2023. The program funded by the Town of Davidson is in response to the unprecedented rent increases over the last three years which have resulted in housing insecurity for residents. Applications are reviewed on a first come basis for as long as funding is available. The maximum rental relief amount is \$500 per rental unit per month. Applicants and rental units must meet the following program provisions.

III. PROVISIONS

Household Eligibility:

Applicants must meet the following property and household requirements to be eligible for the Rental Subsidy Program. Recipients of assistance will be chosen by the criteria listed below without regard to race, color, religion, national origin, sex, familial status or disability.

Program Eligibility, Tenant Selection Policy and Requirements

- The rental unit must be located within the Town limits
- Applicants must be paying more than 30% of their income toward rent and utilities.
- Rental unit may not be governed by affordable housing deed restrictions or covenants
- Applicants receiving rental ongoing subsidies or assistance from other sources are not eligible
- Applicants must have current lease in place for duration of requested subsidy and provide the lease to program administrator as part of the application packet.
- Property Provider must be willing to accept subsidy
- One Applicant per household.
- Applicants must be able to show proof of residency in their current unit in Davidson, NC since January, 2022.
- Applicants must not be in arrears in rent payment.

- Applicants must understand this is up to a 12-month rental assistance program and only valid for the unit where they are currently residing. The rental assistance does not move with the tenant.
- Applicants must understand if at any time during the rental relief assistance, they are in breach of their rental lease with the property owner, the renter forfeits future assistance payments.
- The Town or Town's partner must receive a signed release waiver from the Property Provider allowing the Town or Town's partner to verify rental information.
- The Property Provider must be willing to receive a rental assistance payment from the Town or Town's partner and provide a current W9. No checks will be written to an individual renter.
- The rental property must be safe, have no code violations and conform to fair housing laws.
- Applicants must be 18 years of age or older
- The program is limited to tenants who are at or below the HUD low-income limit, define as at or 80% of AMI (priority given to those less than 50% AMI)
- The Applicant must provide proof of income for all residents over 18, and the household income must earn at or below 80% of the Area Median Income as defined by the most current Income Limits for the Charlotte/Gastonia/Rock Hill issued by the U.S. Department of Housing and Urban Development (see chart below). Documentation includes paystubs, benefit letters, pensions, and other documents.
- Applicants must commit to annual recertification

Occupancy Standard

The occupancy standard shall be consistent with HUD standards

Funding: Various funding sources will be utilized. Program guidelines may be more restrictive depending upon funding source

IV. PROGRAM PROCEDURES

- Completed "Application Packets" will be dated and entered into program on first come first qualified basis. An applicant does not enter the program review until a completed packet of information is received. If a partial application packet is received, the Town or the Town's partner will work to assist the applicant to complete the application packet for 10 days. If the applicant does not provide the necessary information within the 10 days period, the applicant would need to resubmit a new application.
- If an applicant meets all the program guidelines, but the property owner does not complete the necessary W9 for check payments or sign the waiver for rental information, the applicant will be unable to receive rental assistance.
- If a qualified renter in the Program is 10 days late on their rent payment, they will be disqualified from the program and forfeit future rental assistance and will be responsible for the full rent payment according to their lease with the property owner.
- If the applicant decides to move before the rental assistance period ends, the assistance will discontinue, and the new tenant will be fully responsible for the payments under the term of their lease. The assistance does not move with the applicant or transfer to a new tenant.

V. PROCUREMENT

The Town and its partners will follow applicable state and federal laws regarding procurement.

VI. NON-DISCRIMINATION AND CONFLICT OF INTEREST

Equal Opportunity

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

Conflict of Interest

Any person who is an employee, agent, consultant, officer or elected official, or appointed official of the Town of Davidson and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may not obtain a financial interest or financial benefit from an assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to any assisted activity, or the proceeds from such activity, either for themselves or those whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister) grandparent, grandchild, and in laws of a covered person. The Town of Davidson should avoid conflict of interest and the appearance of a conflict of interest in administering the program.

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

VII. AUTHORIZATION

As of XXXXXXXX this policy replaces and supersedes any previous policies, or unwritten policies or practices covering the same subject.

Approved by the Board of Commissioners on xx/xx/xx

SUBRECIPIENT AGREEMENT

BETWEEN THE TOWN OF DAVIDSON AND THE ADA JENKINS CENTER

This Contract entered into as of the _____ day of _____, 2023 (the “Effective Date”), by and between the Town of Davidson, North Carolina (the “Town”) and The Ada Jenkins Center (hereinafter “Subrecipient”).

WHEREAS, the American Rescue Plan Act (ARPA)(P.L 117-2) was passed by Congress and signed into law on March 11, 2021. Section 9901 of ARPA amended Title VI of the Social Security Act 17 (the Act) to add section 602, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

WHEREAS , the purpose of the Fiscal Recovery Funds (hereinafter the “Fund”) is to provide emergency funding for eligible state and local governments to bolster their response to the COVID-19 emergency and its economic impact; and

WHEREAS, the Town has entered into a Subrecipient Agreement with Mecklenburg County, North Carolina pursuant to which the Town will receive Funds to cover three major areas that include, among other things, rental home subsidies for residents spending over 30% of their income on housing; and

WHEREAS, the Town desires to enter into this Contract with the Subrecipient for the purpose of engaging Subrecipient to implement a rental subsidies program for residents spending over 30% of their income on housing as more thoroughly described on the Scope of Work between the Town and Subrecipient attached hereto as **Attachment A** and incorporated herein by reference (the “Program”).

NOW, THEREFORE, in consideration of the sums to be paid by the Town to the Subrecipient, the Town does hereby enter into is Contract with Subrecipient to provide services as herein described and upon the following conditions:

1. CONTRACT TERM. The term of this Contract shall commence on the Effective Date and shall terminate on December 31, 2026 or until Funds are expended, whichever comes first.
2. MAXIMUM CONTRACT AMOUNT. The Maximum Contract amount is .
3. SUBRECIPIENT RESPONSIBILITIES
 - a. Subrecipient shall follow all guidance established by the United States Treasury Department, Mecklenburg County and the Town of Davidson when expending funds including but not limited to, sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue plan act of 2021, 31 CFR Part 35

Coronavirus State and Local Fiscal Recovery Funds, and 2 CFR Part 200 Uniform Guidance.

- b. Funding shall only be used for expenses as approved and not for any other expenses without prior written approval from the Town.
- c. Subrecipient shall provide all services necessary to implement the Program for rental subsidies in Davidson, Mecklenburg County, North Carolina.
- d. The parties hereby acknowledge that Mecklenburg County has adopted a Source of Income Protection Policy in supportive housing which terms and provisions are incorporated herein by reference and hereby agree to be bound by the relevant terms and provisions therewith.
- e. The Town shall work with Subrecipient to utilize the Mecklenburg County guidelines for marketing and publicity to recipients of ARPA funding.
 - i. **BOILERPLATE:** Subrecipient shall use the following language in any news releases related to the Program: “In January 2023, the Mecklenburg County Board of County Commissioners approved funding for 75 local projects utilizing \$99 million allocated from the American Rescue Plan Act (ARPA) of 2021. The allocated funds will address the County Commissioners’ budget priorities: Affordable Housing and Homelessness, Behavioral Health and Health Equity, Childcare and Early Childhood Development, Parks, Environment and Infrastructure, Workforce and Economic Development. ARPA was signed int law by President Joe Biden on March 11, 2021, allowing local governments to provide direct assistance to communities that have been most impacted by COVID-19. For a full list of ARPA Recipients, visit MeckNC.gov.”
 - ii. **CREDIT LINE:** When the ARPA-funded project is discussed or mentioned online or in print, ARPA recipients will include this credit line: “This project is supported by the Town of Davidson and Mecklenburg County with funds from the American Rescue Plan Act (ARPA).”
 - iii. **SOCIAL MEDIA:** If ARPA recipients post about the ARPA-funded project on Facebook, Instagram, Twitter or LinkedIn, the Town of Davidson and Mecklenburg County shall be tagged in all instances.
- f. The service period must be for costs incurred between January 18, 2023 and December 31, 2026.
- g. The performance period for this agreement will be between January 18, 2023 and December 31, 2026.

- h. Funding shall only be used for expenses as approved and not for any other expenses without prior written approval from the County.
- i. Customers being served must reside in the Town of Davidson, Mecklenburg County.
- j. Ensure that Federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources.
- k. Subrecipient shall produce said records of expenditures upon request by the Town or the County and participate to the fullest extent or as required by any future audit of the Fund program.
- l. In the event it is determined by the Town, Mecklenburg County or any other audit under the Fund program, that Subrecipient expended an amount of the Funds in violation of the funding requirements or this Contract, Subrecipient shall be required to return that amount of money to the Town.
- m. If the Subrecipient receives an amount of funding from the federal or state government, or any insurance or other payments to cover expenses for which the Subrecipient received the Funds, the Subrecipient shall return that amount of Funds to the Town.
- n. Ensure the funds are only used on eligible expenses as outlined and cannot duplicate services.
- o. Ensure that all costs incurred prior to the award date and ineligible costs are not submitted under this Contract.
- p. Subrecipient shall keep records of all expenditures of the Funds sufficient to demonstrate that said expenditures were in accordance with the uniform guidance documents included in Section 3a for a period of five (5) years after the performance period, or longer as required under federal guidelines.
- q. Subrecipient must return unspent funding or unapproved expenditures to the Town within 60 days of the request or upon Agreement expiration.
- r. Accept that funding is subject to the following Subrecipient guidelines:
 - i. Comply with applicable federal special conditions of the grant award passed down from the County to the Town to the Subrecipient as described in 2 CFR 200.331(a)(1).
 - ii. Subrecipient must provide reasonable assurance of compliance with federal statutes, regulations, and the terms and conditions of the federal award.

- iii. Subrecipient must agree to evaluation and monitoring of their compliance with statutes, regulations, and terms and conditions of the subaward by allowing access to Subrecipient records and financial statements. Selected invoices will be audited, and backup documentation must be provided.
 - 1. Subrecipient must take prompt action when instances of noncompliance are identified.
 - 2. Subrecipient must take reasonable measures to safeguard sensitive information consistent with applicable federal, state, and local laws.

4. TOWN RESPONSIBILITIES

- a. The Town will be subject to certain administrative requirements that comply with County requirements, including an evaluation of Subrecipients risk of non-compliance to determine the appropriate monitoring level, and monitoring the activities of Subrecipient. The Town may be required to show evidence of due diligence in reviewing the ability of Subrecipient to properly meet the objectives of the subaward and account for the use of the funds.
- b. The Town is not obligated or required to distribute any ARPA Act funds to the Subrecipient if the Town determines that the Subrecipient is not eligible to receive the funds.
- c. The Town reserves the right to modify any budget with thirty (30) days notice to reallocate resources.
- d. The Town reserves the right to claw back any unspent ARPA funds at any time during the contract period due to performance or a change in guidance and will provide reasonable notice to Subrecipient. Unspent funds do not include funds obligated by the Subrecipient. Definition of "Obligated" : those funds that the Subrecipient has committed to spend as documented in written contracts, purchase orders or other contractual agreements, both spent and unspent.
- e. The Town must claw back any ARPA funds that have not been spent by December 15, 2024.
- f. The Town is required to manage and monitor Subrecipient to ensure compliance with requirements of the Funds pursuant to 2 CFR 200.332
- g. Town will provide a Project Manager who will manage the programmatic area of the Contract. The Project Manager will:
 - i. Be the point of contact for the Subrecipient.
 - ii. Maintain communication with the Subrecipient.
 - iii. Keep Subrecipient informed of any changes.
 - iv. Monitor the Contract. Monitoring includes but is not limited to: a review of Subrecipient performance reports and expenditures, random sampling of invoices and payments, review of customer files, and review of Contract

procedures. Monitor programmatic progress and ability of the Subrecipient to meet objectives of the subaward. Participate in Subrecipient monitoring training, when available, in coordination with Financial Management and Subrecipient, if necessary.

- v. Provide training as identified by the Project Manager to the Subrecipient.

5. PERFORMANCE STANDARDS

Performance standards are a set of expectations that the Town has for Subrecipients. The purpose of performance standards is to state what results are expected for performance to be considered satisfactory. These are expectations that the Town has for Subrecipients in addition to the description of services agreed to by the Subrecipient in each Contract. The additional expectations include tracking outcomes, monitoring progress, and presenting evidence to demonstrate that services are efficient and effective, and they are delivered using the Town's and Mecklenburg County's Customer Service Standards which include: Service Quality, Timeliness, Courtesy and Respect, Clear Communication and Ethical Integrity.

- Subrecipient will employ sufficient and qualified persons to ensure all services are provided at all times and in all respects in accordance with the background and context, specifications and terms and conditions of the contract.
- Time is of the essence for this Contract and each of its terms.
- Subrecipient will assure that its employees and subcontractors interact with County and Town employees and with the public in a courteous, helpful, and impartial manner. All employees and subcontractors of the Company in both field and office shall refrain from belligerent behavior and/or profanity.
- Subrecipient shall communicate clearly to the Town on any matters relating to this Contract.
- Subrecipient will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest.

The Town is committed to providing technical assistance to Subrecipients for the achievement of continuous quality improvement. By agreeing to the terms and conditions of this Contract, Subrecipients are required to accept this assistance when it is offered and implement systems that target ongoing quality improvement. It is the intention of the Town to give the Subrecipient sufficient opportunity to improve performance and avoid the need to impose the consequences in each Contract.

Nonperformance issues are problems identified in evaluations that reflect a lack of adherence to applicable duties, responsibilities, performance standards, and terms and conditions of this contract. In the event of noncompliance issues, a resolution shall be sought to ensure that the appropriate level of management can resolve the issue:

1. Project Manager should attempt to resolve the problem by working with the Subrecipient's management level.
2. Subrecipient submits a corrective action that includes the set of actions to correct an issue with the specified timeframe for performance improvement.
3. If the issues still persist, the contract shall be terminated based on language in Paragraph 10 - TERMINATION.
4. The County reserves the right to claw back any unspent funds at any time during the contract period due to performance issues.

Please submit the monthly performance measures by the 10th of each month to [TOWN OF DAVIDSON EMAIL ADDRESS??] beginning October 15, and so forth. Subrecipients are required to submit performance reports until the final expenditure is reported. The raw data should be included with the report and should not disclose any personally identifiable information. The performance measures may be adjusted by mutual written consent between the Vendor and the Town. In such case, the updated measures will be placed on file with all parties. See **Attachment B: ARPA Performance Report** template attached hereto and incorporated herein by reference.

6. METHOD AND CONDITION OF PAYMENT

- a. Contract amount is based on approved budget expenses up to \$????? as shown on **Attachment C: Project Budget** attached hereto and incorporated herein by reference.
- b. Funding will be distributed after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's Chief Finance Officer with a copy to the Town's Project Manager. The Town will not pay in advance without the prior approval of the Town's Finance Officer. The Contractor to submit invoices on the following schedule: [TBD with Subrecipient].
- c. The Project Budget is not to exceed the maximum amount payable under the terms of this Contract. The Project Budget may be adjusted by mutual written consent between the Subrecipient and the Town.
- d. Subrecipient shall prepare and submit monthly reporting with supporting documentation for actual expenses to [Finance Director and Housing and Equity Director]
- e. Supporting documentation includes but is not limited to copies of general ledgers and subsidiary ledgers; budget records; payroll records and staff timesheets; receipts of purchase; itemized invoices or customer account statements; and other documentation on how the expense is related to COVID-19. See **Attachment D: Monthly Expenditure Report** attached hereto and incorporated herein.
- f. Electronic reporting must be submitted in accordance with the privacy and security requirements set forth in Paragraph 10- Confidentiality.
- g. The total amount paid under the terms of this Contract shall not exceed the Contract amount.
- h. Payment will be made via electronic funds transfer (EFT).

7. AUDIT REQUIREMENTS. Subrecipients shall submit to the Town an annual Audited Financial Statement prepared by a Certified Public Accountant.

- a. The audited financial statement must include the following:

- i. A balance sheet, statement of financial position, position of statement of assets, liabilities and owner's equity.
 - ii. A statement of income or statement of revenues and expenses.
 - iii. A statement of cash flows.
 - iv. An independent auditor's opinion.
 - v. Notes to the financial statements and supplemental information.
- b. The year-end date for the financial statements must be no more than twelve (12) months prior to the beginning of the contract term.

8. INSURANCE REQUIREMENTS. Unless such insurance requirements are waived or modified by the Town, the Subrecipient certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile - the Subrecipient shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Subrecipient shall maintain commercial general liability insurance that shall protect the Subrecipient from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to the Subrecipient, the Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Subrecipient shall also provide any other insurance or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Contractor to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Subrecipient or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

9. CONTACT SUMMARY

TOWN

Project Manager: _____
 Email: _____
 Phone _____
 Address _____

SUBRECIPIENT

Contact: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]
Address [REDACTED]

10. GENERAL PROVISIONS

Amendment

This Contract may not be amended, added to, or changed except by a written agreement signed by all parties.

Assignment:

Neither this Contract nor any rights or obligations created herein shall be assigned by any party without the express written consent of the other party.

Civil Rights Compliance:

Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Clean Air Act:

Comply with the Clean Air Act (42 U.S.C.7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387) and report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Confidentiality:

All parties hereto agree to comply with any and all applicable laws and regulations concerning the confidentiality of customer records, files, or communications in addition to the terms of this Contract.

All parties agree to secure privacy, confidentiality, and integrity of customer, employee, and administrative data.

Electronic exchange of confidential information of any email, which will include invoices, customer billing information, and any other information regarding the service delivery of the customer, must be sent and received via encrypted methods.

Conflict of Interest:

Subrecipient represents and warrants that to the best of its knowledge, after reasonable inquiry, there

exists no actual or potential conflict between the Subrecipient's family, business, or financial interest and the Subrecipient's provision of services. In the event of a change in either Subrecipient's private interests or the provision of Services, the Subrecipient will inform the County in writing of any change that may give rise to a potential conflict of interest between those Interests and the Subrecipient's provision of Services.

Federal, State, Local laws:

Agree to make itself aware of and comply with, and cause it, subcontractors, to comply with all Federal, State, and local laws, regulations, and ordinances, to the extent any apply, relating to the performance of this Contract and the services delivered hereunder, including without limitation, **E-Verify (Article 2 of Chapter 64 of the North Carolina General Statutes)**, Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all applicable regulations of the Occupational Safety and Health Administration (OSHA). Subrecipient further agrees to obtain all verifications, permits, and licenses applicable to the performance of this Contract. If any violation of this section has occurred or does occur, the Subrecipient will indemnify, defend and hold harmless the Town from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

Governing Law:

This Contract shall be subject to and governed by the laws of the State of North Carolina.

Health Insurance Portability and Accountability Act:

Subrecipient agrees that, if the County determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), and its implementing regulations, it will comply with the HIPAA requirements and will execute such contracts and practices as the County may require to ensure compliance.

Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Subrecipient shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims demands, lawsuits, actions or proceedings either: (i) arising from the Subrecipient's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Subrecipient or any of its agents, employees or subcontractors relating to the performance of this Contract; or (ii) arising from a violation of any Federal, State or local law, regulation or ordinance by the Subrecipient or any of its subcontractors, including without limitation E-Verify or other immigration laws. For purposes of this section: (a) the term "Indemnitees" means the Town and each of the Town's officers, officials, employees, agents, and independent contractors, excluding the Subrecipient; and (b) the term "charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities including settlement amounts.

Independent Contractor Status:

In the performance of the work, duties, and obligations under this Contract, it is mutually understood and agreed that Contractors will be at all times acting and performing as Subrecipient employees or the Subrecipient's independent contractors and not employees of the County. County shall neither have nor exercise any control or direction over the methods by which Subrecipient and its

agents or employees shall perform their work and functions; the sole interest and responsibility of Subrecipient is to assure that services covered by this Contract shall be performed and rendered in a competent, efficient and satisfactory manner.

Iran Divestment Act Prohibition:

Pursuant to N.C.G.S. § 147-86.59, Subrecipient certifies that as of the date of this Contract, Subrecipient or Contractor is not listed on the Final Divestment List as created by the State Treasurer and is in compliance with the Iran Divestment Act as set forth in N.C.G.S. § 147-86.55-86.63. Further, the Subrecipient shall not utilize any subcontractor in the performance of the Contract that is identified on the Final Divestment List. The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/iran.

Monitoring and Evaluation:

Subrecipient agrees to participate in the program's fiscal and administrative audits, making records and staff time available to Federal, State, County and Town staff.

Subrecipient agrees to take the necessary steps for corrective action, as required within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards, and terms of this Contract.

During the term of this Contract and for a period of five (5) years after termination or expiration of this Contract for any reason, in addition to the Town and County, Federal and State government shall have the right to audit, through either itself or a third party, the books and records (including but not limited to the technical records) of Subrecipient in connection with this Contract, to ensure Subrecipient's compliance with all the terms and conditions of this Contract.

Non-exclusive:

Each party agrees that this Contract is non-exclusive in that each party shall have the right to provide services to other entities and receive services from other entities.

Notices:

All notices provided herein shall be in writing and served upon all parties at the then-current mailing address for each party listed in Paragraph 9 CONTACT SUMMARY.

Records and Reports:

Subrecipient agrees to maintain customer records which date and document the service delivered for the individual customer, a valid authorization for service, program records, documents, and other evidence which reflect program operations.

Furnish Information to County, as requested, to support the provision of service(s) pursuant to this Contract and the full cost of the service. Subrecipient agrees to submit requested changes to the Contract or approved supporting information for prior review, as needed or required.

Maintain books, records, documents, and other evidence and accounting procedures that reflect all direct and indirect costs expended under this Contract for a minimum of five (5) years after the performance period had expired or until all audits continued beyond this period are completed or longer if required by funding source.

Reduction or Non-Appropriation of Funds:

In the event that Federal, State, Local, or Grant funding is no longer available or has been reduced, the Town shall not be obligated to continue this Contract or any part thereof unless the Subrecipient has obligated or incurred funds. Obligated is defined as those funds that the Subrecipient has committed to spend as documented in written contracts, purchase orders or other contractual agreements, both spent and unspent.

If the Town Board of Commissioners does not appropriate the funding needed to make payments under this Contract for a given fiscal year, the Town shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such an event, the Town will notify the Subrecipient of the non-appropriation, and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the Town, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Contract.

Severability:

The invalidity or unenforceability of any particular provision of this Contract shall not affect the remaining provisions herein, and the Contract shall be construed in all respects as if such invalid or enforceable provision were omitted.

Subcontracting:

Subrecipient shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the Town. Any approved subcontract shall be subject to all conditions of this Contract. Subrecipient shall be responsible for the performance of any subcontractor. Subrecipient is responsible for submitting the required reports and documentation to the Town.

Termination:

The Town or Subrecipient may terminate this Contract at any time with cause by giving sixty (60) calendar days prior written notice to the other party deliverable in person or by certified or registered mail to the persons identified as the Contact Summary for each party as set forth in Paragraph 9. The parties shall have thirty (30) days to cure the deficiency. If through any cause other than force majeure, the Subrecipient shall fail to fulfill its obligations under this contract in a timely and proper manner, the Town shall have the right to terminate this contract by giving written notice to the Subrecipient and specifying the effective date thereof.

Waiver:

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

11. **SPECIAL CONDITIONS.** Subrecipient shall comply with the flow down requirements for projects funded under Federal Funds. The Contract complies with applicable Federal Statutes, Federal Rules and other required provisions in effect as of the date of this written agreement. These requirements include but are not limited to the following:
 - a. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. If requested the Town grants the Subrecipient use of the noncompetitive procurement provisions found in 2 CFR 200.230(3)(c)(3) due to the ongoing public health emergency caused by COVID-19 and the need to distribute funding quickly.

- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency (Language Access Planning)

Signatures Appear on Following Page

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

Ada Jenkins Center

The Subrecipient Name

Signature of Authorized Representative Date

the Subrecipient's Federal Identification #

Town of Davidson

Signature of Authorized Representative Date

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

Signature of Authorized Finance Officer Date

ATTACHMENT A

Scope of Work

DRAFT

ATTACHMENT B
ARPA Performance Report

DRAFT

ATTACHMENT C

Project Budget

DRAFT

ATTACHMENT D

Monthly Expenditure Report

DRAFT



AGENDA MEMO

To: Davidson Board of Commissioners
From: Doug Wright
Date: September 12, 2023
Re: Consider Approval of 2023 Resurfacing Contract

OVERVIEW

The 2023 resurfacing project will take place in the “Central Village” area. This project is Year 3 of a 5-Year resurfacing plan for all town-maintained streets. Formal contracts greater than \$500,000 require Board of Commissioners approval. Powell Bill funds (gas tax revenues) are collected by the state and redistributed to municipalities, and these funds are restricted to use for resurfacing and a few other uses. Our distribution is budgeted at \$425,000, which is about a \$100,000 increase over where we were three (3) years ago. The town budget includes other funds for this resurfacing project for a total budget of up to \$625,000. A formal bid opening was held on September 8, 2023, with Red Clay Industries being the low bid at \$512,326.53 and the bid and contract have been vetted for approval.

REQUESTED ACTION/MOTION

Motion to approve the 2023 Resurfacing Contract and authorize the town manager to execute the agreement with Red Clay Industries as presented.

RELATED TOWN GOALS

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

Operational Excellence – Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, reasonable stewardship of town resources and a professional and committed workforce.

Core Values

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

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

OPTIONS/PROS & CONS

Options: Approve the contract or do not approve the contract

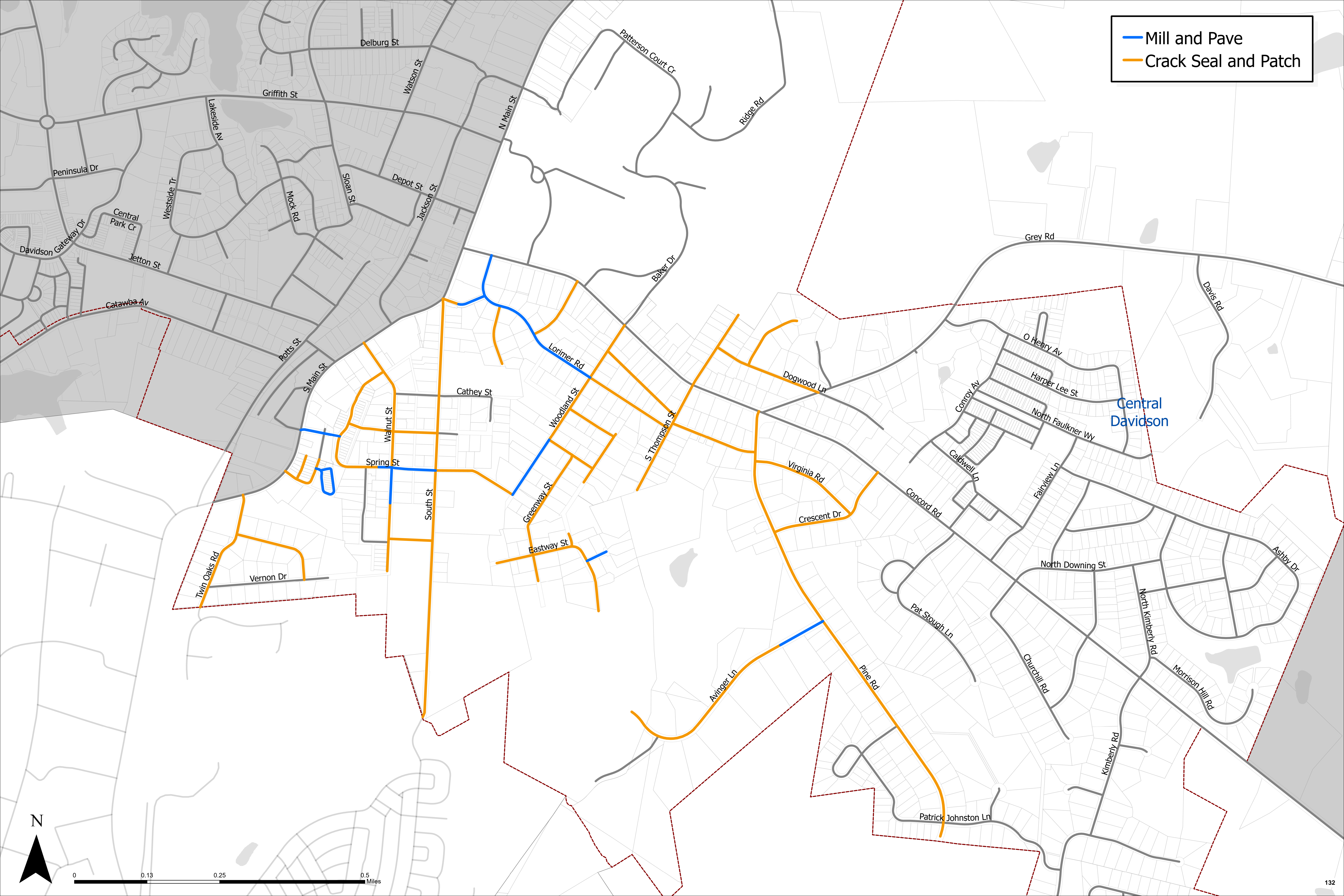
Pros: Approval gets streets resurfaced that need that work and keeps the town on the 5-year plan.

Cons: None.

NEXT STEPS

If the contract is approved, we will proceed with the project.

— Mill and Pave
— Crack Seal and Patch



0 0.13 0.25 0.5 Miles



**Town of Davidson
2023 Resurfacing Project
Contract**

REQUEST FOR BIDS

FOR

The Town of Davidson, North Carolina 2023 Resurfacing Project

SCOPE OF WORK

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

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

NOTICE TO BIDDERS

Sealed proposals for this work will be received up to **2:00 PM, on September 8, 2023.**

Bids can be delivered to Davidson Town Hall, 251 South Street, Davidson, NC beginning Tuesday, September 5, 2023 and delivered to the reception area or hand delivered at the time of the bid opening at 2:00 pm on Friday September 8, 2023 at Davidson Town Hall. No bids will be accepted after 2:00 pm on September 8, 2023.

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

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

Transystems
Charlotte, NC 28262
CONTACT: Dieter Crago / dcrago@transystems.com / 704-728-2117

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

The estimated cost for this project is \$500,000.00.

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

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

Please note on the envelope – **Bid Proposal: Attn: Mr. Doug Wright, Project Manager
Town of Davidson 2023 Resurfacing Project**

For information regarding the Invitation to Bid, contact:

Dieter W. Crago, Senior CEI Project Manager
Transystems
11020 David Taylor Drive, Suite 300
Charlotte, NC 28262
704-728-2117
dcrago@transystems.com

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

PREBID CONFERENCE

No pre-bid conference is scheduled for this project

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on or before September 23, 2023 and shall fully complete all work hereunder by November 16, 2023. If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Should work not be completed by the November 16, 2023 deadline liquidated damages will be assessed in the amount of \$1,000.00 per day until the project is completed.

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed. That the work contemplated and referenced in these documents will be performed in accordance with the 2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures.

BIDDER'S REPRESENTATIONS

Contractor's License

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

Bidder Qualifications

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

Site Investigation and Conditions Affecting the Work

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

BIDDING PROCEDURES

The Project Manual

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

Addenda

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

Bid Form

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

Rejection of Bids and Disqualification of Bidders

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

Award and Execution of the Contract

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

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

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

Forms, Certifications and Execution of Bid

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

Bid Security

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

POST-AWARD

Bonds and Insurance

For bids equal to or greater than **\$500,000**, the successful bidder shall provide the Town performance and payment bonds each in the amount equal to **one hundred percent (100%)** of the contract amount. Bonds shall be submitted to the Town upon ten (10) calendar days of award of the Contract and shall be in conformance with NC GS 44A-33. Failure to provide acceptable bonds within ten (10) calendar days of award of the Contract shall be just cause for forfeiture of the bid bond or bid deposit and rescinding the award of the Contract. Award may then be made to the next lowest responsive, responsible bidder or the Project may be re-advertised at the Town's sole discretion.

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

Pre-Construction Conference

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

Notice to Proceed

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

MATERIALS, EQUIPMENT AND EMPLOYEES

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

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

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

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

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

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

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

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

CODES, PERMITS AND INSPECTIONS

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

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

Submission of Bids

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

BID FOR: <i>Documents</i>	Town of Davidson <i>(Enter the Project Name as shown in the Bidding Documents)</i>
BIDDER'S NAME:	Red Clay Industries <i>(Enter Full Name of Bidder submitting the bid)</i>
PROJECT NUMBER: <i>Bidding Documents</i>	N/A <i>(Enter the Project Number as shown in the Bidding Documents)</i>

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

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

BID AWARDS AND REJECTIONS

Bid Opening

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

Rejection of Bids and Disqualification of Bidders

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

Award and Execution of Contract

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

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

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

Street Listing and Proposed Action

Mill 1.5" & Re-pave

Griffin Village	Village Main	Village Main
Goodrum Street	Spring Street	Walnut Street
College Drive	Concord Road	Lorimer Road
Virginia Road	Pine Road	Crescent Drive
N. Thompson St	Concord Road	Dogwood Lane
Peters Place	Eastway Street	To Dead End
Lorimer Road	Concord Road	Woodland Street
Chairman Blake Ln.	Lorimer Road	S. Main Street
Eugenia Street	Main Street	Spring Street
Spring Street	South Street	Walnut Street
Walnut Street	Spring Street	300' Past Spring St.
Village Main	Griffin Village	Griffin Village
Avinger Lane	Pine Road	150' Past Pine Road
Woodland Street	Spring Street	Ridgewood Ave.
Summit Coffee Parking lot		

Crack Seal & Patch

1	Twin Oaks Rd	Full Depth Patching
2	Twin Oaks Rd	Full Depth Patching
3	Twin Oaks Rd	Full Depth Patching
4	Twin Oaks Rd	Full Depth Patching
5	Twin Oaks Rd	Mill Patching
6	Twin Oaks Rd	Mill Patching
7	Twin Oaks Rd	Mill Patching
8	Meadowbrook Ln	Mill Patching
9	Village Main Ct	Mill Patching
10	Village Main Ct	Mill Patching
11	Village Main Ct	Full Depth Patching
12	Village Main Ct	Full Depth Patching
13	Eugenia St	Full Depth Patching
14	Spring St	Mill Patching
15	Spring St	Full Depth Patching
16	Mimosa St	Mill Patching
17	Walnut St	Mill Patching
18	Walnut St	Full Depth Patching

19	Walnut St	Full Depth Patching
20	Walnut St	Mill Patching
21	Good Rum St	Surface or Skin Patching
22	Good Rum St	Surface or Skin Patching
23	South St	Mill Patching
24	South St	Mill Patching
25		
26	South St	Full Depth Patching
27	Woodland St	Surface or Skin Patching
28	Chairman Blake Ln	Full Depth Patching
29	Hillside Dr.	Full Depth Patching
30	Hillside Dr.	Full Depth Patching
31	Hillside Dr.	Full Depth Patching
32	Hillside Dr.	Full Depth Patching
33	College Dr	Full Depth Patching
34	Lorimer Rd	Full Depth Patching
35	Lorimer Rd	Full Depth Patching
36	Lorimer Rd	Full Depth Patching
37	Lorimer Rd	Full Depth Patching
38	Lorimer Rd	Full Depth Patching
39	Lorimer Rd	Full Depth Patching
40	Lorimer Rd	Full Depth Patching
41	Lorimer Rd	Full Depth Patching
42	Greenway St	Full Depth Patching
43	Greenway St	Full Depth Patching
44	Greenway St	Full Depth Patching
45	Greenway St	Full Depth Patching
46	Greenway St	Full Depth Patching
47	East Way St.	Full Depth Patching
48	East Way St.	Full Depth Patching
49	Peters Pl	Full Depth Patching
50	Peters Pl	Full Depth Patching
51	Peters Pl	Full Depth Patching
52	South Thompson St	Surface or Skin Patching
53	South Thompson St	Full Depth Patching
54	N Thompson St	Surface or Skin Patching
55	N Thompson St	Mill Patching
56	Dogwood Ln	Surface or Skin Patching
57	Dogwood Ln	Surface or Skin Patching
58	Virginia Rd	Surface or Skin Patching
59	Crescent Dr	Surface or Skin Patching
60	Crescent Dr	Mill Patching
61	Crescent Dr	Full Depth Patching
62	Pine St	Full Depth Patching
63	Pine St	Mill Patching
64	Pine Rd	Full Depth Patching
65	Pine Rd	Full Depth Patching
66	Pine Rd	Full Depth Patching
67	Pine Rd	Surface or Skin Patching

BID FORM AND SUPPLEMENTS

Initials: _____

68	Pine Rd	Surface or Skin Patching
69	Pine Rd	Full Depth Patching
70	Pine Rd	Full Depth Patching
71	Pine Rd	Surface or Skin Patching
72	Avinger Ln	Full Depth Patching
73	Avinger Ln	Full Depth Patching
74	Avinger Ln	Mill Patching



Resurfacing project
map.pdf

BID FORMS AND SUPPLEMENTS

PROJECT NAME: Town of Davidson 2023 Resurfacing
 PROJECT NUMBER: 2023 Resurfacing

ITEM#	SECT.#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	800	Mobilization	1	LS	28,967.26	28,967.26
2	607	Milling Bituminous Asphalt 1.5" Depth	21,100	SY	3.45	72,795.00
3	610	Asphalt Concrete Surface Course, 9.5B 1.5"	2068	TN	88.00	181,984.00
4	620	Asphalt Binder Plant Mix	124	TN	702.38	87,095.12
5	654	Bituminous Plant Mix, Pvmt. Repair (Patching) Depth 4" to 6" Inter/surface	476	TN	120.00	57,120.00
6		Bituminous Plant Mix, Pvmt. Repair (Patching) Depth to 2.5" Inter/surface	50	TN	120.00	6,000.00
7		Bituminous Plant Mix, Pvmt. Repair (Patching) Depth to 1" surface patching	9	TN	650.00	5,850.00
8	657	Sealing Existing Pavement Cracks and Joints	1500	LB	10.00	15,000.00
9	1205-7	Thermo Pvmt. Markings 4" White/ Yellow Lines	537	LF	2.45	1,315.65
10	1205-7	Thermo Pvmt. Markings 8" White Lines	148	LF	7.25	1,073.00
11	1205-7	Thermo Pvmt. Markings 24" White Lines-Stop Bar	155	LF	20.00	3,100.00
12	1205-7	Thermo Symbols	30	EA	175.00	5,250.00
13	858	Adjustment of Water Meter/ Valve Box	2	EA	125.00	250.00
14	858	Adjustment of Manholes	2	EA	325.00	650.00
15	SP	Crosswalk w/ Markings Piano Style	60	LF	38.00	2,280.00
16	SP	W/C Ramp Symbols	4	EA	425.00	1,700.00
17	1101	Traffic Control	1	LS	17,500.00	17,500.00
					Sub Total	\$0.00
						\$ 487,930.03
5% Contingency to be used at Town's Discretion			1	LS		\$0.00
					Total Bid	\$0.00
						\$ 512,326.53

REQUEST FOR BID

Initials: FR2

COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: Town of Davidson 2023 Resurfacing

Name of Company (Bidder): Red Clay Industries

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

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

By: Jim Littleton 
Signature of Company’s Authorized Representative

Title: Vice President

Date: September 8, 2023

EXECUTION OF BID

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

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

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

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

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

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

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

1: AK2 # 2: _____ # 3: _____ # 4: _____ # 5: _____ # 6: _____ # 7: _____ # 8: _____ # 9: _____

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

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

NAME OF JOINT VENTURE: _____

Company Name: Red Clay Industries

Mailing Address: P.O. Box 241689

City/State/Zip: Charlotte, NC 28224

Phone: 704-523-1018

Email: j.littleton@redclayindustries.com

Printed Name: Jim Littleton

Title: Vice President

Signature: [Signature]

NC Gen. Contractor

License #: 48055

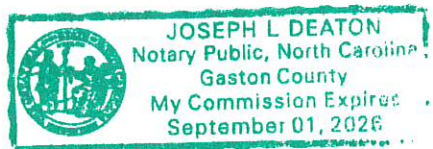
Subscribed and sworn to before me this 8th day of September 2023

Signature of Notary Public [Signature]

of Mecklenburg County

State of North Carolina

My Commission Expires: 9/01/2026



CONTRACTOR'S AFFIDAVIT

RELEASE AND WAIVER OF CLAIM

STATE OF: _____ **COUNTY OF:** _____

(Name)

(Title)

_____, being first duly sworn, deposes and says that:
(Contractor)

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein;
2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:
Project Name: Town of Davidson 2023 Resurfacing
3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;
5. Notwithstanding the foregoing, if the Town of Davidson or property of the Town of Davidson is subject to any Ill claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town harmless for any amount which the Town of Davidson is required to pay to discharge such lien or settle such claim and further will pay the Town's expenses, costs, and attorney fees incurred in connection therewith;
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Davidson, its officers, employees and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the Town of Davidson arising in any manner from the construction of the above-described project.

(Contractors Signature)

Subscribed and sworn to before me this _____ day of _____ 201__

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

**STATE / COUNTY
SALES / USE
TAX STATEMENT**

PROJECT: Town of Davidson 2023 Resurfacing

CONTRACTOR/ SUBCONTRACTOR: _____

PERIOD COVERED: _____ PAGE: _____ of _____

Invoice No.	Invoice Date	Vendor's Name	Town Vendor No.	Amount Before Taxes	NC Tax	County Tax	Total Invoice Amount	County Paid
Subtotal (Page 1)				\$	\$	\$	\$	
Plus total cost of material withdrawn from our warehouse stock								
Grand Total				\$	\$	\$	\$	

I certify that the above listed vendors were paid sales tax upon purchases of building material during the period covered by the construction estimate, and the property upon which such taxes were paid with or will be used in the performance of this contract. No tax on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to, or in some manner become a part of the project, building, structure or repairs included in the above list.

Signed: _____

Subscribed and sworn to before me this _____ day of _____ 201_

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

STANDARD SPECIAL PROVISIONS

NCDOT STANDARD SPECIFICATIONS

NCDOT Standard Specifications

2018 NCDOT Specifications: The January 2018 North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures, herein referred to as the “NCDOT Standard Specifications”, is part of the Contract Documents and incorporated herein by reference. The Contract Documents are intended to be complementary. In case of any conflict among the Contract Documents that cannot otherwise be resolved, the order of precedence shall be as set forth in Section 105-4 of the NCDOT Standard Specifications.

TOWN STANDARD PROVISIONS

Existing Utilities

The Town does not anticipate any utility conflicts at this time. The contractor will contact the appropriate utility if any impact is expected.

The owners of utilities in this Project could include:

1. Alltel / Windstream Communications
2. Duke Energy Company
3. Piedmont Natural Gas Company
4. Charlotte-Mecklenburg Utility Department
5. American Telephone & Telegraph
6. Spectrum
7. CONTINUUM
8. Energy United

The Contractors work shall be in accordance with NCGS 87-115, Underground Utility Safety and Damage Prevention Act” (2013-407, s 2.). To assist the Contractor and utility owners in meeting the requirements of this law, there is a service provider called “NC811”. Most major utilities with underground facilities in the State subscribe to this service.

From within North Carolina, dial 811. For calls originating outside (or inside) of North Carolina, the toll free number (800) 632-4949 may be used. NC811 can also be accessed via the Internet at

<http://nc811.org/homepage.htm>.

The Contractor shall include the cost of any coordination and cooperation of utilities in his bid.

No additional compensation shall be allowed for delays or inconvenience sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility’s failure to relocate a utility at the request of the Contractor.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor’s responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

Concrete

All concrete used on Town projects will be required to meet the NCDOT Standard Specifications for Roadways and Structures. In addition, the following Town requirements apply:

The Town of Davidson or their Independent Testing Laboratory (ITL) will perform all testing for Slump, Air Content, Temperature, and Compressive Strength for Town approved/accepted concrete mix designs at the Town's discretion.

Compressive Strength Quality Assurance for Incidental Concrete:

The following Quality Assurance Specifications shall apply only to incidental concrete used in the construction of this Project. Incidental concrete shall be defined as any concrete not used in the construction of rigid pavement or any concrete that is not an integral part of a structure. The Engineer reserves the right to reject questionable material at any time in lieu of making reduced payment.

Compressive Strength:

All incidental concrete used in the construction of this Project shall be a minimum 3600 PSI strength at twenty-eight (28) days, unless otherwise specified. No adjustment will be allowed for the required use of high-early strength concrete. When the Contractor is requested to use high-early strength concrete in certain areas, he must furnish a copy of the delivery ticket to the Project Inspector prior to allowing traffic to proceed across the item in question before the required seven (7) day curing period.

Concrete will be tested and accepted with respect to compressive strength on the basis of the average test results of concrete test cylinders. The Town's testing company will prepare test cylinders in accordance with ASTM C31 and take them to their laboratory for curing and testing. The Contractor is responsible for providing adequate curing boxes, blankets, burlap, if needed. If the average strength of concrete cylinder test results fail to attain the specified minimum compressive strength at twenty-eight (28) days, but meet or exceed 70% of the minimum compressive strength, the Engineer will have the option of instructing the Contractor to replace all concrete represented by those cylinders with concrete meeting specifications or of allowing the concrete to remain in place at a reduced Contract price. The Contract Unit Price for such concrete left in place shall be reduced by the following formula:

- $$\text{Reduced Unit Price} = \text{Contract Unit Price} \times \frac{\text{Avg. Strength of Test Cylinders at 28 Days}}{\text{Specified Minimum Compressive Strength}}$$

In the event that concrete cylinder tests fail to meet minimum compressive strengths at twenty-eight (28) days, the Contractor will have the option of taking cores from the concrete in question at the Contractor's expense. Cores must be taken and tested in accordance with ASTM C42. Cores must be taken thirty-one (31) days after placement of concrete. Cores must be taken and tested by a qualified independent testing laboratory approved by the Engineer. A minimum of three (3) cores shall be taken from questionable concrete, unless otherwise specified by the Engineer. Cores shall be taken from locations selected by the Engineer.

If the average strength of the concrete test results (cylinders and cores) fail to attain seventy percent (70%) of the specified minimum compressive strength at twenty-eight (28) days, all applicable concrete shall be rejected. The Contractor, at no additional cost to the Town, shall remove the rejected concrete and replace it with concrete that meets specifications.

The Contractor must submit a Process Control plan for review by the Town, including the name of the field person in charge for the contractor during concrete placement per the NCDOT Standard Specifications. This person must be concrete certified per ACI and NCDOT Field Level 1 Concrete.

Reclamation of Waste or Borrow Sources

All removal, disposal, and storage of waste and borrow material for this project will be required to meet the NCDOT Standard Specifications for Roadways and Structures. In addition, the following Town requirements apply. If any borrow or waste areas are to be utilized, it shall be the responsibility of the Contractor to notify the property owner that the property owner is responsible for any damage occurring at the site, either as part of the agreement with the Contractor, or on his own. The cost of all work of securing waste site, sediment control, re-grading and seeding shall be the responsibility of the property owner or contractor per their separate agreement.

The Town will not participate in the cost of this reclamation work on the waste or borrow areas. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the borrow or waste site utilized for the Project.

Hazardous Materials

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area, discontinue operations, and contact the Charlotte-Mecklenburg Hazardous Materials Coordinator, telephone 704-336-2461 for further instructions. All activities shall be required to meet the NCDOT Standard Specifications for Roadways and Structures – [Section 107-25](#).

Sedimentation Pollution Control Act

Certification Requirement

For projects that disturb one or more acres of land and thus require an NPDES General Stormwater Permit for Construction Activities, the prime contractor must provide an employee who has current certification in one or more of the following:

- 1) Charlotte-Mecklenburg Certified Site Inspector
- 2) NCDOT/NCSU's Level 2 Erosion and Sediment Control/Stormwater Certification
- 3) Certified Professional in Erosion and Sediment Control (EnviroCert International)
- 4) Professional Engineer

Documentation of certification shall be submitted at the contract Pre-construction Conference and prior to Notice to Proceed.

The person designated as the certified employee will be responsible for doing the following as it relates to the project:

- Complete erosion control inspection records as specified in the NDPEs General Stormwater Permit for Construction Activities and provide copies of records to the Town.
- Coordinate the performance of corrective maintenance to erosion and sediment control measures that are found to not be functioning as intended to minimize sediment loss. Discuss corrective actions deemed necessary with the Town's Construction Inspector prior to conducting the work.
- Immediately notify the Town's Construction Inspector of visible sediment deposition from the project site into any water body or wetland. Such discharges must be reported to the NC Department of Environmental Quality within 24 hours of discovery.

Financial Responsibility

If this project is subject to the "North Carolina Department of Environmental Quality Sediment Pollution Control Act", the Town has already acquired the permit. The Contractor, upon recommendation of award shall

complete Part B of the Financial Responsibility/Ownership form. The Town will transfer financial responsibility of the erosion control permit to the Contractor. The Contractor will be responsible for any fines levied for violation of the approved erosion control plan.

Maintenance of the Project

Maintenance of the Project shall be in accordance with **Section 104-10** of the NCDOT Standard Specifications.

The Contractor shall furnish and erect, at no additional cost to the Town, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town.

Storage of Materials and Equipment

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the Town.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Town responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the Project.

Subletting

The Engineer reserves the right to waive the subcontracting limits set forth in **Section 108-6** of the NCDOT Standard Specifications whenever it is deemed to be in the best interest of the Town. The limits can be waived only upon written approval from the Engineer.

Quantity Tickets

All quantity tickets for items not measurable in place shall be submitted in duplicate to the Project Inspector within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the Contractor or his authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and the submittal of tickets to the Project Inspector.

Periodic Payments

The Town will make partial payments based on the work progress estimates prepared by the Engineer and on the payment requests submitted by the Contractor on a monthly schedule established by the Engineer. Partial payments will be made within thirty (30) calendar days after receipt of a complete and accurate payment request. Partial payments will be approximate only and will be subject to correction in the final estimate and payment.

The Contractor shall submit the following required documents with each payment request:

1. Sales/Use Tax Statement (provided by the Town).

The Contractor shall submit an updated project schedule with every partial payment request.

Partial payment requests that do not include an updated project schedule will be deemed incomplete and the

payment request will not be processed until the updated schedule is received. In the event the Contractor fails to submit an updated schedule for a period in excess of thirty (30) days of the scheduled submission date, the surety will be notified of the pending breach and requested to provide assistance in obtaining the schedule to avoid a declaration of default under the terms of the Contract.

The Contractor shall have a copy of his current payment request on the job site and it may be viewed by subcontractors upon request.

In accordance with N.C. General Statutes 143-134.1, retainage on periodic payments will be an amount equal to five percent (5%) of the total amount due on payment requests.

Final Payment

Final Payment will be made in accordance with Section 109-9 and 109-10 of the NCDOT Standard Specifications. The Contractor shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waive of Claim (form provided by the Town);
2. State/County Sales/Use Tax Statement (form provided by the Town); and
3. Consent of Surety to Final Payment (AIA Document G707).

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

Sales and Use Tax

The Town is NOT exempt from applicable sales or use taxes assessed by North Carolina or other states. However, the North Carolina Department of Revenue does reimburse the Town for the North Carolina sales or use taxes the Town pays for certain construction related goods. Therefore, the Town utilizes the below procedures for such sales tax. The Contractor agrees to follow the procedures set forth below for all sales or use taxes related to the Work and any other work performed pursuant to this contract.

"Eligible Taxes" are defined as North Carolina sales or use taxes paid by the Contractor for *buildings, materials, supplies, fixtures and equipment that become a part of or annexed to any building or structure that is owned or leased by the Town and is being erected, altered or repaired by the City* (North Carolina GS 105-164-14(c)).

"Non-Eligible Taxes" are defined as all other sales or use taxes including those paid to states other than North Carolina, or sales or use taxes paid to North Carolina on purchases or rental of tools, equipment, and disposable supplies, including fuel, used in the Work.

Non-Eligible Taxes

Non-Eligible Taxes shall be included in the Bid and will be included in the Contract Amount.

The Contract Amount as shown in Section 00 50 00 includes full and complete compensation for the Contractor for any and all Non-Eligible Taxes paid by the Contractor in the prosecution of the Work and any other work performed pursuant to this Contract.

Eligible Taxes

Eligible Taxes **shall not** be included in the Bid and will **not** be included in the Contract Amount. Eligible Taxes will be reimbursed separately pursuant to the procedures below.

In order to receive the reimbursement for Eligible Taxes, the Contractor shall provide a detailed listing of Eligible Taxes on the Sales/Use Tax Statement ("Tax Statement") provided in the Contract Documents. Tax Statements must be submitted with each payment request and shall include invoices documenting the Eligible Taxes and the underlying purchases made by the Contractor or by the Contractor's subcontractor.

Tax Statements must indicate whether such Eligible Taxes was paid by the Contractor or by the Contractor's subcontractor.

If no Eligible Taxes have been paid for the period in which a payment request is being submitted by the Contractor, then the Contractor shall indicate "No Eligible Taxes paid this period" and submit the Tax Statement accordingly.

Tax Statements must be completed and signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public.

Tax Statement must list in detail the Eligible Taxes paid for each individual invoice paid by the Contractor/subcontractor. No lump sum, running total, or copies of previously reported statements will be accepted.

Tax Statements must show separately the portion of Eligible Taxes that are paid to the State of North Carolina and the applicable North Carolina County, identifying the county accordingly.

Tax Statements will be reviewed and approved by the Town prior to paying the Eligible Taxes reimbursement. Such approval will not be unreasonably withheld.

Allowances

Any Allowance included as a line item on the Itemized Proposal, including but not limited to Contingency Allowances, may only be used by the Contractor upon written instructions from the Engineer. Any portion of any Allowance remaining at the end of the Contract shall revert to the Town. The Town reserves the right to change any Allowance amount prior to award of the Contract.

2.19 Commercial Non-Discrimination Policy

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the Town's Commercial Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, marital status, familial status, sexual orientation, gender identity, gender expression, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a Town contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on Town contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in Town contracts, or other sanctions.

As a condition of entering into this Contract, the Company agrees to:

- (a.) Promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and

(b.) If requested, provide to the Town within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on Town contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the Town pursuant to the Town's Non-Discrimination Policy. To provide any documents relevant to such investigation that are requested by the Town, and to be bound by the award of any arbitration conducted under such Policy. The Company understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in contracts and other sanctions.

The Company further agrees to provide to the Town from time to time on the Town's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format provided by the Town.

E-Verify

Contractor shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of his subcontractors to do so as well.

Iran Divestment Act

Contractor certifies that: (i) his company is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) his company will not take any action causing it to appear on any such list during the term of this Contract; and (iii) his company will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any products or deliverables provided to the Town pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Contractor or its subcontractors in connection with this Contract; or (iii) arising from the Contractor's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Contractor or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) alleging violation of any federal, state or local law or regulation by the Contractor or any of the Contractor's subcontractors; or (v) alleging that an employee or subcontractor of the Contractor is an employee of the Town, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the Town and each of the Town's officers, officials, employees, agents and independent contractors (excluding the Contractor); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Contractor shall either: (i) procure for the Town the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the Town shall not be adversely affected by such replacement or modification. If the Contractor is unable to comply with the preceding sentence within thirty days after the Town is directed to cease use of a product or service, the Contractor shall promptly refund to the Town all amounts paid under this Contract.

Guarantee

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Town and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the Town. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

Areas and/or other work disturbed while accessing and/or repairing/replacing warranty covered items shall be stabilized and repaired at no additional cost to the Town.

Insurance Requirements

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the Town and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting there-from – any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The insurance shall be written for not less than the limits of liability specified below.

Automobile: Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000.00 bodily injury each person, each accident and \$1,000,000.00 property damage, or \$1,000,000.00 combined single limit – bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000.00 bodily injury each occurrence/aggregate and \$1,000,000.00 property damage each occurrence/aggregate or \$1,000,000.00 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Workers' Compensation and Employers' Liability: Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000.00 each accident and disease – each employee and \$500,000.00 disease policy limit providing coverage for employees and owners.

The Town shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the Town with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the Town thirty (30) days advance written notice by mail.

The insurance certificate **must** include the following language in the “Description of Operations/Locations/Vehicles” box of the insurance form next to the project name: **“Town of Davidson is listed as 1 an additional insured on the general liability policy.”** Failure to provide this specific language will delay the execution of this contract.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that are sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

Holiday Work Restrictions

No work shall be performed on the Project which is subject to measurement or payment when Town offices are closed for observed Town holidays. This restriction does not relieve the Contractor from the responsibility of ensuring the safety and well-being of pedestrian and vehicular traffic, and for the protection of public and private property.

In emergencies and certain other conditions deemed necessary by the Engineer, the Contractor may be directed to work on weekends or holidays. There will be no separate measurement or payment for work done under these directives other than those established in the Contract.

Termination

TERMINATION BY THE TOWN FOR CAUSE

1. The Town may terminate the Contract if the Contractor:
 - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.

2. When any of the above reasons exist, the Town, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor’s surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - a. Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
 - b. Accept assignment of subcontracts; and
 - c. Finish the work by whatever reasonable method the Town may deem expedient. Upon request of the Contractor, the Town shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.

3. When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.

The Public Works Director shall have authority to terminate the Contract without additional authorization by Town Council.

4. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Town and not expressly waived, such expenses shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Town. The amount paid to the Contractor or the Town, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive the termination of the Contract.

TERMINATION BY THE TOWN FOR CONVENIENCE

1. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon written notice from the Town of such termination for the Town's convenience, the Contractor shall:
 - a. Cease operations as directed by the Town in the notice;
 - b. Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
 - c. Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The Public Works Director shall have authority to terminate the Contract without additional authorization by Town Council.
3. In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination.

Dispute Resolution

It is understood and agreed that projects subject to NCGS 143-128(g-h) requires that disputes arising under a Contract subject to a dispute resolution process specified by the Owner (i.e., the Town). In compliance with this statutory provision, the Town specifies this Article as the dispute resolution process to be used on this Project, regardless if the Project is or is not subject to NCGS 143-128(g-h). It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the Town is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Article and NCGS 143-128(g-h).

- A. Any dispute arising between or among the Parties listed in Section C of this Article that arises from an agreement to perform services in conjunction with the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under the industry appropriate Mediation Rules ("Rules"). To the extent any provision of the Rules is inconsistent with the provisions of this Article, the provisions of this Article shall control. The mediation provided in this Article shall be used pursuant to this Contract and NCGS 143-128(g-h) and is in lieu of any dispute resolution process adopted by any other government entity, which process shall not apply to this Project.
- B. For purposes of this Article the following definitions shall apply:
 - i) Party or Parties refers to the parties listed in Section C of this Article.
 - ii) Project means project pursuant to this Contract.
- C. The Town and any Party contracting with the Town or with any first-tier or lower-tier subcontractor for the performance of the Project agree to participate in good faith in any mediation of a dispute subject to this Article and NCGS 143-128(g-h), including without limitation the following Parties (if any): Contractor, independent contractor(s) of the Town, surety(ies), subcontractor(s), and supplier(s).

- D. The Contractor and all other Parties shall include this Article in every agreement to which it (any of them) is a Party in performing the Services of the Project without variation or exception. Failure to do so will constitute a breach of this Contract, and the Contractor or other Party failing to include this Article in any agreement required by this Article shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Article and can enforce the provisions hereof.
- E. The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of \$15,000 or less.
- F. A dispute seeking the extension of any time limit set forth in an agreement to perform the Services for the Project shall be subject to mediation pursuant to this Article and NCGS 143-128(g-h), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.
- G. For purposes of this Article, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.
- H. In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.
- I. Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.
- J. If a Party breaches any provision of Section I of this Article, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.
- K. All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the Town is named as a party to the mediation, the Town shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the Town is named as a Party to the mediation, the Town shall pay at least one-third of the mediation expenses and costs divided among the Parties.

- L. The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Mecklenburg County as the mediator shall determine.
- M. The provisions of this Article are subject to any other provision of this Contract concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Article.
- N. The Parties understand and agree that mediation in accordance with this Article shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Article.

PROJECT SPECIAL PROVISIONS

GENERAL REQUIREMENTS

Contract Time

The Contract Time will begin upon the issuance of the Notice to Proceed and will extend until November 16, 2023.

Liquidated Damages

Liquidated Damages will be assessed at the rate of **\$1,000.00** per calendar day for failure to complete the Project within the Contract Period.

Intermediate Contract Time and Liquidated Damages

Liquidated Damages will be assessed at the rate of **\$500.00** per calendar day per block of street for failure to replace existing street markings by the end of the **3rd calendar day after obliteration.**

Noise

It shall be unlawful for any person or entity to emit or cause to be emitted any noise across a property line or to a public street, sidewalk or public vehicular area or into another dwelling unit of a multi-family structure in excess of the noise levels established below:

	Sound Level Limit		
	Time	Residential & Commercial	Multi-family
Daytime hours:	Sunday: Noon to 6:00 p.m. Monday—Thursday: 7:00 a.m. to 9:00 p.m. Friday: 7:00 a.m. to 11:00 p.m. Saturday: 8:00 a.m. to 11:00 p.m.	60 dBa	55 dBa
Nighttime hours:	Sunday: 6:00 p.m. to 7:00 a.m. Monday—Thursday: 9:00 p.m. to 7:00 a.m. Friday: 11:00 p.m. to 9:00 a.m. Saturday: 11:00 p.m. to noon Sunday	55 dBa	50 dBa

Special Events

Paving in the Uptown area must accommodate special events. Town has the right to limit/direct the work in the Downtown area, as they deem appropriate.

Locations of the Work

Locations of the work are shown on the attached map of this project manual.

The Town reserves the right to totally remove or add streets to the contract and to change the scheduled resurfacing of particular streets at any time without additional compensation to the contractor.

Price Adjustments – Asphalt Cement for Plant Mix

“Asphalt Binder for Plant Mix” will be included in the unit price for the Asphalt Concrete Surface Course 9.5 B. There will not be any adjustments made for price adjustments related to the NCDOT F.O.B. price.

The Base Price Index for Asphalt Cement for this project is set at **\$623.00** per ton.

This Base Price Index represents an average F.O.B. selling price of asphalt cement at supplier's terminals on September 1, 2023 as determined by the North Carolina Department of Transportation from a survey of terminals located in North Carolina and adjacent states.

http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/paveconst/Asphalt_Mgmt/acprices/

Payment will be made under:

ASPHALT BINDER FOR PLANT MIX TN

Bituminous Plant Mix Pavements - Recycled

Work in this provision consists of all work covered in Section 1012, "Aggregate for Asphalt Pavements and Surface Treatments" in the Standard Specifications, except that the provisions of this section pertaining to compensation shall not apply.

The Engineer will determine acceptability of materials and construction in accordance with the applicable sections of these specifications. Following the application of the appropriate acceptance plan, the decision of the Engineer shall be final as to the acceptance, rejection, or acceptance at an adjusted payment of the material.

Nonconforming materials, projects, items of construction, or complete construction that are not adaptable to correction by reworking shall be removed and replaced, accepted without payment, or accepted at an adjusted payment as stated in these specifications, or if not stated, as directed by the Engineer.

DESIGN MIX FORMULA

The Contractor shall submit for the Engineer's approval, a job mix formula approved by the NCDOT or a job mix formula within the limits of the Standard Specifications accompanied by the recommendation of an independent testing laboratory. The formula shall include aggregate graduation, bitumen content, stability, theoretical specific gravity, laboratory specific gravity, percent of voids, and unit weight. The Engineer has the right to reject a state approved mix based on the content of Rap material. For this Contract, RAP (reclaimed asphalt pavement), shall not constitute more than 30% of the total material used in recycled mixtures - with no allowance for RAS (reclaimed asphalt shingles – maximum 0%).

INTENT OF SPECIFICATIONS

It is the intent of these specifications to provide an equitable means of accepting materials and work that may vary slightly from the specification range stated in the Standard Specifications in lieu of total rejection, removal, repair or nonpayment.

When materials or construction are not within the limits of the specification, an adjusted payment maybe allowed as delineated in these specifications, except where the level and variability of test results indicate a degree of nonconformance with requirements so great as to make the material or construction unacceptable. Unacceptable material and construction shall be either reworked or replaced at no cost to the City. The Engineer reserves the right to reject questionable material at any time in lieu of making reduced payment.

COMPENSATION:

Payment at the contract unit prices for the various items covered by Section 610 will be full compensation for all work covered by this section except as provided below.

There will be no separate payment for furnishing non-strip additive. The cost of non-strip additive shall be included in the contract unit price per ton for "Asphalt Concrete Surface Course, S 9.5 B, SF 9.5 A and S 9.5 C".

Where samples of reclaimed asphalt pavement are obtained by milling, removal of the milled pavement will be paid for as provided in Section 607. The plant mix used for replacing the milled pavement will be paid for as provided by the section of the Specifications covering the type of plant mix used.

Advance Warning Signs

Advanced warning signs are to be placed on a street prior to resurfacing related activities being performed and remain posted until activities are completed. **No signs will be allowed to be placed on sidewalks.**

Subgrade Repair Using Aggregate Base Course (ABC)

At the direction of the engineer the contractor shall remove the existing subgrade to a depth of 6-8" and replace the existing subgrade with ABC to be compacted to 100%. Proof rolling is to be included in the cost of the subgrade repair and this line item will be full compensation for dig out of the existing subgrade failure including replacement and compaction with ABC.

Paving

A contract special provision requiring the tapering (feathering) of asphalt at curbs, catch basins, etc. should be included in the specifications. When paving, intersections are to be paved back to the end of the radius. In addition, wedging should be performed where directed by the engineer to ensure acceptable ride quality and appropriate drainage. **No streets shall be paved into the curb & gutter, unless approved by the Town.**

Night Paving

Night paving will not be allowed unless specified in the contract or directed by the engineer based on severe circumstances relating to traffic and/or accessibility to high profile land uses such as hospitals, major events, etc. There will be no night paving allowed simply based on convenience to the contractor, meeting deadlines, or weather related reasons.

Street Closures

One passable lane must remain open at all times unless otherwise approved by the Engineer. If street closure is approved, the contractor must provide a detour, approved by the Engineer and the Town. Appropriate detour signage will be included in the cost of the work. No additional compensation will be provided.

SUPERPAVE

Asphalt shall comply with the most up to date SUPERPAVE mix designs and must be approved by the engineer. Mix designs shall **not** exceed 30% RAP material, unless Public Works approves specific locations to test higher RAP mixes.

Tack Coat

A "trackless" tack coat is required for use on all streets to be resurfaced.

Asphalt Base Failure Repair

Town Forces:

When utilizing Town forces for base failure repair, the Engineer should coordinate base repair and resurfacing between the Town Public Works and the resurfacing contractor. All base failure repairs are to be performed prior to resurfacing. Under no circumstances should a street be resurfaced before needed base repair is completed.

Contractor:

All base failure repairs are to be performed prior to resurfacing. AC (asphalt cement) is to be included in the cost per ton for this item and there will be **NO** AC adjustment allowed for Asphalt Base Failure Repair. Any repair of existing pavement by the contractor shall include but not be limited to the cutting of the pavement to a neat

vertical joint and uniform line; undercutting of amount necessary to reach firm support, the removal and disposal of pavement, base and subgrade material as approved by the engineer. The area to be repaired shall be coated with a tack coat and the replacement of the removed material with asphalt concrete base course, type I 19.0. 'Mill patching' may be used pending approval of the engineer.

Milling

Milling of the designated streets will include clean up by the contractor. Cleanup is to be performed the day of the operation and consists of removal of millings in the Curb & Gutter and Sidewalks using dry methods such as brooms, blowers, vacuums, or similar items. Any asphalt in the gutter pan is to be removed by the milling operation. Obstructions preventing the normal flow of water in the existing curb and gutter are to be removed. Asphalt tie-ins due to milling shall have temporary paper seams to ensure a smooth transition. All milled edges and raised structures must be marked with high visibility paint. For streets in the Uptown area, resurfacing operations must occur immediately following milling.

Resurfacing of milled streets outside of the Uptown area is to be performed within 72 hours of the milling operation or when 500 tons of asphalt can be placed on the street being milled, whichever is first. The Engineer retains the ability to adjust these guidelines at his discretion.

Asphalt Surface Treatment-Chip Seal

Streets or sections of streets indicated to receive chip seal will receive a single layer of chip seal in accordance with NCDOT Standard Specifications for Roads and Structures, Section 660-8(D). AST will be applied immediately after milling and sweeping of streets and immediately prior to application of surface course.

On Street Parking

48 hours prior to resurfacing activities, notices are to be placed on vehicle windshields parked on the street along with door-hangers on the residences announcing the upcoming street resurfacing activities and that owners should move their vehicle from the street. If a vehicle is not moved from the street when the crews arrive to resurface the street, attempts will be made to contact the owner. As a last resort, the vehicle will be towed from the street until the resurfacing is completed. Any necessary towing will be the responsibility of the contractor.

Adjustment of Structures

Structure adjustment should be performed in accordance with the structure adjustment procedure provided by Public Works in previous resurfacing contracts. See section "Polypropylene and Fiberglass or Steel Manhole Adjustment Rings and Water Valve Box Adjustment Rings". All structures must be marked with high visibility paint, while awaiting final paving. All structures should be adjusted flush with the finish grade of the street surface and meet all specifications. All work must be completed prior to final paving. Any structures not adjusted flush with pavement are subject to be readjusted by the contractor at no additional charge.

Sawing Existing Pavement

Where pavement will be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement a minimum of 2" deep and 1' wide before breaking adjacent pavement away. The cost of sawing existing pavement, including both concrete and asphalt, shall be considered as being incidental to the item requiring the sawing and shall be included in the unit price bid for that particular item unless otherwise specified therein.

Slurry discharge from saw-cutting will be prevented from entering storm water catch basins. This can be accomplished with items such as saw-cutting machines with vacuum, wet/dry vacuums, sand bags, rock bags and hay bales. Reasonable measures shall be taken to clean up accumulated slurry material before completing operations for the day.

Pollution Prevention and Spill Response

Washing and rinsing of vehicles, equipment and tools shall be done in a contained or vegetated area and not at a location where the wash water will discharge directly into surface waters or storm drain conveyances. In no case shall polluting substances be dumped directly into surface waters, storm water conveyances or onto paved surfaces (reference NCDOT Standard Specifications 107-12 (A) and (D)).

Contractors shall be responsible for following all local, state and federal laws for response to an investigation, reporting and remediation of hazardous material discharges that occur at a jobsite. To facilitate quick response and cleanup, contractors shall have spill clean-up materials readily available for use at jobsites.

Restoration

Final clean-up and restoration shall include the following:

1. Clean-up of excess material left in gutters, catch basins and private yards.
2. Removal of equipment-marks and restoration of public and private property to the condition existing before the paving operation.
3. The dumping of excess mix on the project site is prohibited.
4. Curb and other objects accidentally tacked or primed shall immediately be cleaned with a material and process approved by the Engineer so as to have no unsightly marks on the finished surface of these items.
5. If pressure washing is used during final clean-up or to remove tack or primer material, storm water catch basins into which the wash water will enter shall be protected with filters, such as silt sacks, to filter out sediment and other pollutants. Filters and accumulated sediment shall be removed when clean-up is completed.

Street Markings (Temporary)

Installation of temporary centerline and lane markings to ensure safe traffic flow will be the responsibility of the Contractor. Traffic control and/or temporary street markings are to be maintained at all times. Specifications for this line item should be outlined in the contract. Lane markings should be installed at or near pavement joints when practical.

Excavation and Trenches: Excavations and trenches that cannot be properly backfilled and patched prior to the end of the workday shall be secured as specified in Section "Excavations and Trenches" of the WATCH.

2.0 MEASUREMENT

There will be no separate measurement made for Traffic Control.

3.1 PAYMENT

Traffic Control will be paid at the lump sum price for "Traffic Control". This payment will be full compensation for all elements of work required to complete the Project as specified.

Partial payments will be made as follows:

- 25% of the lump sum price on the first partial payment estimate made after any work has been performed on the item of "Traffic Control".
- 25% of the lump sum price on the first partial payment after work is 25% complete.
- 25% of the lump sum price on the first partial payment after work is 50% complete.
- 25% of the lump sum price on the first partial payment after work is 100% complete.

Payment will be made under:

TRAFFIC CONTROL..... LS

POLYPROPYLENE AND FIBERGLASS OR STEEL MANHOLE ADJUSTMENT RINGS AND WATER VALVE BOX ADJUSTMENT RINGS

1.0 DESCRIPTION

NON-MILLED STREETS

For adjustment of water valve boxes and manhole frames and covers in streets that are not being milled and the valve or manhole structure is in good condition, as determined by the Charlotte Water Inspector, the valve box or manhole frame can be raised by using either steel or polypropylene and fiberglass adjustments rings as specified in the attached details, or approved equal. The Contractor will be responsible for getting the appropriate dimensions to the supplier to make these products fit tight inside the existing meter or water valve box or manhole frame. If the adjustment ring comes lose anytime during the 12-month warranty period, the Contractor will be responsible for adjusting the existing meter or water valve box or manhole frame to grade without the use of an adjustment ring of any type at no additional cost to the City.

Polypropylene and fiberglass adjustments rings may only be used on residential streets.

MILLED STREETS

For adjustment or meter or water valve boxes or manhole Frames in streets that are being milled and the Charlotte Water Inspector determines the water meter or valve box or manhole frame needs to be replaced or adjusted due to damage to the underlying structure or damage to the water meter or valve box or manhole frame or for any other reason, the structure will be rebuilt using adjustment rings constructed of expanded polypropylene and fiberglass with a poly urea coating as manufactured by Underground Technologies or approved equal. The structure will be demolished to a point of sound structure as determined by the Charlotte Water Inspector. The structure shall be rebuilt using these adjust rings only and not bricks and shims and cement mortar or any other spacer material unless directed by the Charlotte Water Inspector. The expanded polystyrene adjustment rings shall be adhered to the sound water meter or valve box or manhole structure using an epoxy based adhesive. Approved products for this epoxy based adhesive are Secure-n-Seal by Underground Technologies or approved equal. Once the expanded polystyrene adjustment ring has been secured to the sound MH structure, it shall be coated with a two part epoxy coating system poured over the MH frame and adjustment ring and MH structure to create a water tight connection of all three components. Approved products for this two part epoxy coating are Veil Safe by Underground Technologies or approved equal.

Valve Box or Manhole adjustment made with expanded polypropylene and fiberglass adjustment ring shall not exceed 2 inches. All other adjustment shall be made with brick and mortar as described in NCDOT Section 858.

2.0 MEASUREMENT

The quantity of manholes and water meter or valve boxes that are adjusted using steel or polypropylene and fiberglass adjustments rings to be paid for will be the actual number of water meter or valve boxes and manhole adjustment made where steel or polypropylene and fiberglass adjustments rings are used, which have been incorporated into the project and accepted.

3.0 PAYMENT

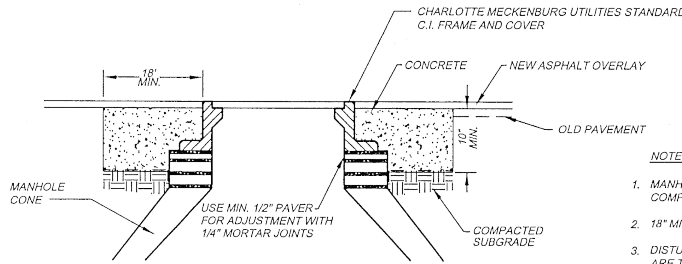
Payment for manhole and water meter or valve adjustments using steel or polypropylene and fiberglass adjustments rings, measured as provided above will be made at the contract unit price per each for steel or polypropylene and fiberglass adjustments rings.

This payment will be full compensation for all labor, equipment and materials required to adjust manholes and water meter or valve boxes with steel or polypropylene and fiberglass adjustments rings furnished by the Contractor. No separate payment will be made for adjustment of the manhole under this special provision. The price bid for steel or polypropylene and fiberglass adjustments rings shall include and be full compensation for the work of adjusting the structure.

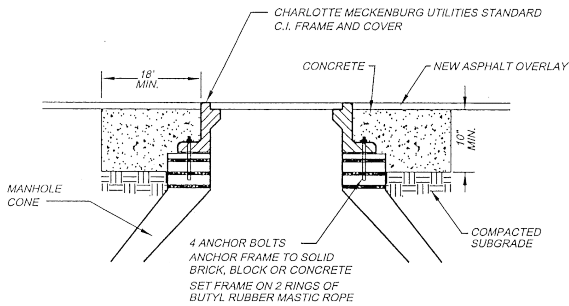
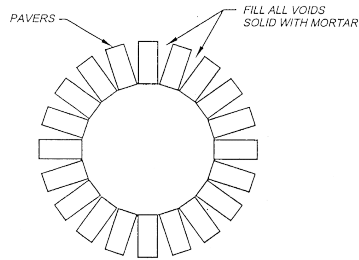
Manholes or water meter or valve boxes that are adjusted with brick and mortar will be paid for under a separate contract unit price.

Payment will be made under:

POLYPROPYLENE AND FIBERGLASS OR STEEL MANHOLE ADJUSTMENT RINGS EA
POLYPROPYLENE AND FIBERGLASS OR STEEL WATER METER OR VALVE BOX ADJUSTMENT RINGS EA



TYPICAL MANHOLE



ATYPICAL MANHOLE

REMOVE & REPLACE ANCHOR NUTS AND WASHERS
REMOVE OLD BUTYL RUBBER MASTIC AS APPROVED

NOTES:

1. MANHOLE AND WATER VALVE ADJUSTMENTS WILL BE COMPLETED AT LEAST 36 HOURS BEFORE RESURFACING.
2. 18" MINIMUM WIDTH OF EXCAVATION AROUND MANHOLE.
3. DISTURBED AREAS AROUND STRUCTURE ADJUSTMENTS ARE TO BE TAMPED AND FILLED WITH 4000 PSI "HIGH EARLY" PORTLAND CEMENT CONCRETE.
4. MORTAR USED TO ADJUST STRUCTURES IS TO COMPLY WITH THE N.C. DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES.
5. BRICK PAVERS USED TO ADJUST STRUCTURES MUST HAVE A MINIMUM THICKNESS OF 1/2 INCH AND A COMPRESSIVE STRENGTH OF AT LEAST 6000 PSI.
6. WOODEN WEDGES DRIVEN INSIDE THE BASE OF THE MANHOLE RING SHALL BE UTILIZED TO PREVENT THE STRUCTURE FROM SETTLING BEFORE CONCRETE AND MORTAR SET.
7. THE BRICK PAVERS WILL BE LAID ON A FULL MORTAR BED SO THAT THE LONGEST DIMENSION OF THE BRICK WILL BE PERPENDICULAR TO THE MANHOLE STRUCTURE WALL. ALL VOIDS BETWEEN PAVERS SHALL BE FILLED WITH MORTAR.
8. NO MORE THAN A 3/8" INCH JOINT WILL BE ALLOWED BETWEEN THE BRICK.
9. ALL DAMAGED OR DETERIORATED STRUCTURE WALL ARE TO BE REPORTED TO THE INSPECTOR. OTHERWISE CONTRACTOR ASSUMES RESPONSIBILITY FOR STRUCTURE FAILURE.
10. THEN THE SUM OF PREVIOUS ADJUSTMENTS PLUS THE NEW ONE ARE EQUAL OR GRATER THAN A STANDARD BRICK COURSE, OLD MORTAR AND SHIMS SHALL BE REMOVED DOWN TO THE PREVIOUS FULL BRICK COURSE AND A NEW STANDARD BRICK LAYER SHALL BE INSTALLED.
11. ALL CONCRETE SHALL BE VIBRATED IN ACCORDANCE WITH N.C. DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
12. CONCRETE ON MANHOLE TO BE POURED TO THE BOTTOM OF THE FIRST FULL COURSE OF BRICK OR 10 INCH MINIMUM.
13. FRAME SHALL BE SET ON FULL MORTAR BED TO PROVIDE LEAK-TIGHT SEAL.

CHARLOTTE-MECKLENBURG
UTILITY DEPARTMENT
ENGINEERING DIVISION
CHARLOTTE, NORTH CAROLINA

STANDARD DETAIL
SEWER

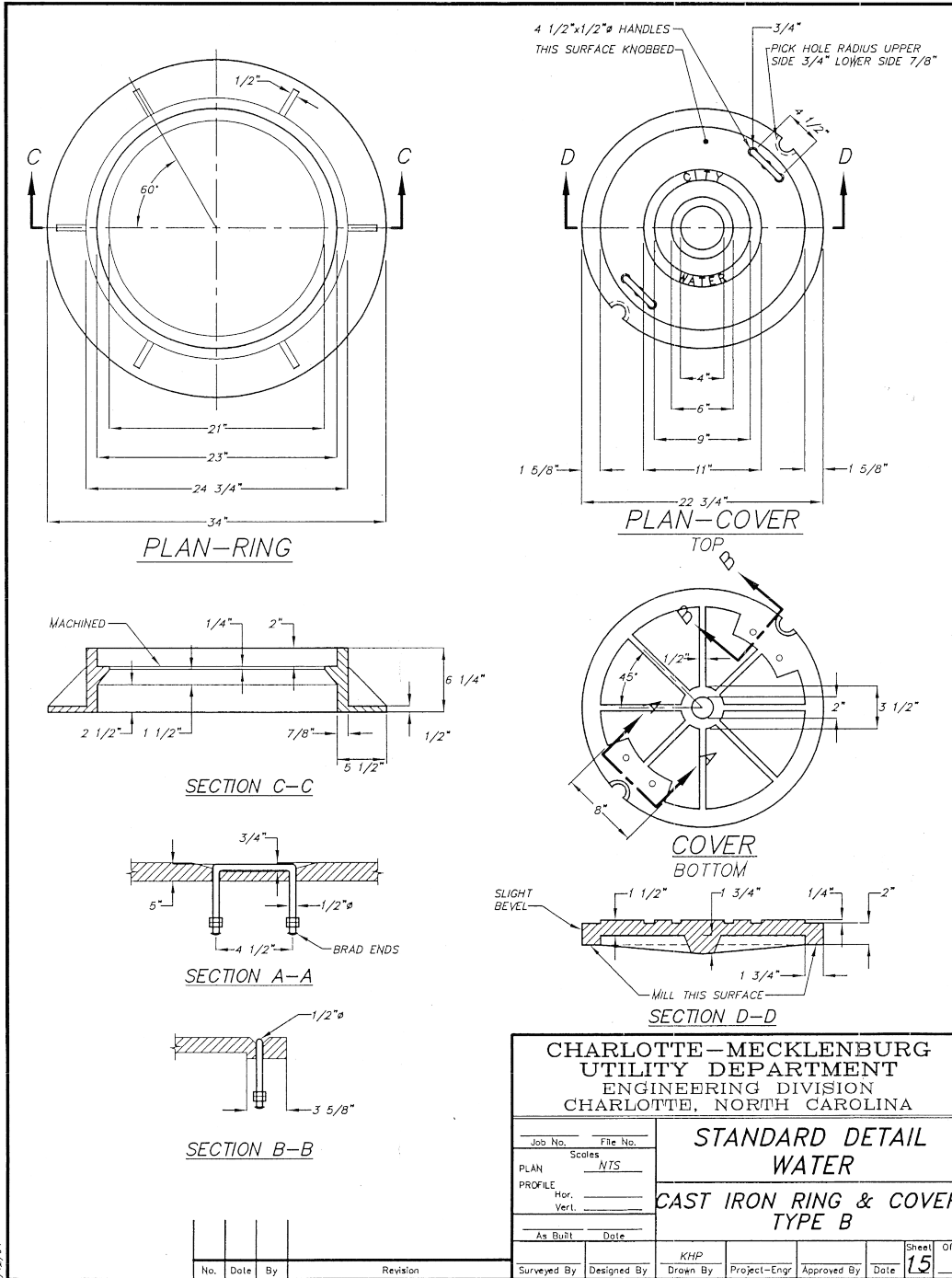
VERTICAL FRAME & COVER
ADJUSTMENT FOR PAVEMENT
RESURFACING

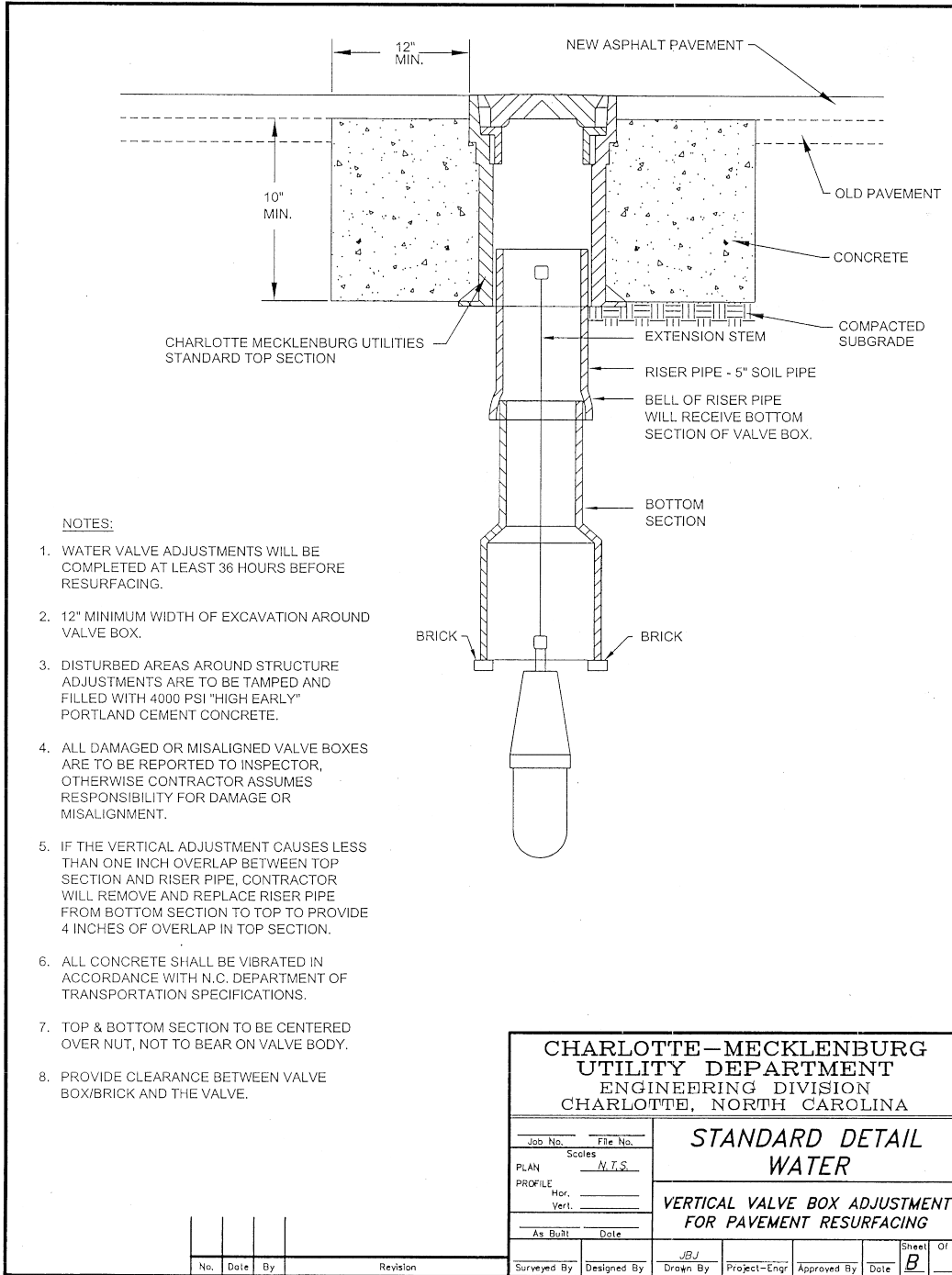
Job No.	File No.
Scales	
PLAN	NTS
PROFILE	
Hor.	
Vert.	
As Built	Date
Surveyed By	Designed By
Drawn By	Project-Engr
Approved By	Date

No.	Date	By	Revision

Sheet 01

S0512.DWG
2/28/94





**CHARLOTTE-MECKLENBURG
UTILITY DEPARTMENT
ENGINEERING DIVISION
CHARLOTTE, NORTH CAROLINA**

Job No. _____ File No. _____		STANDARD DETAIL WATER
Scales _____		
PLAN _____	Scales <u>N.T.S.</u>	VERTICAL VALVE BOX ADJUSTMENT FOR PAVEMENT RESURFACING
PROFILE _____	Hor. _____ Ver. _____	
As Built _____	Date _____	
Surveyed By _____	Designed By _____	Drawn By <u>JBJ</u>
		Project-Engr _____
		Approved By _____
		Date _____
		Sheet <u>B</u> Of _____

01/19/94

No.	Date	By	Revision



AGENDA MEMO

To: Davidson Board of Commissioners
From: Town Manager Jamie Justice
Date: September 12, 2023
Re: Town Business Facilities and Vacant Land Ordinance

OVERVIEW

Since town staff has moved into the new Town Hall and Community Center, we have been gaining experience with the building and reviewing town services and operations. As a part of that review, we have determined the need to create an ordinance. This proposed ordinance addresses public access to town business facilities and vacant land and other related stipulations. It authorizes the town manager to create rules and regulations consistent with this ordinance. The draft is modeled after other towns' ordinances. This is recommended by the town manager and town attorney.

This item is for discussion only. If agreeable to the board, staff would ask the town board to approve the ordinance on the consent agenda at the September 26th board meeting.

REQUESTED ACTION/MOTION

This is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Operational Excellence – Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, reasonable stewardship of town resources and a professional and committed workforce.

Core Values

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

OPTIONS/PROS & CONS

Options: Approve the Proposed ordinance (This item is for discussion only)

Pros: Authorizes town manager to create rules and regulations regarding access to town business facilities and vacant land.

Cons: None.

NEXT STEPS

The board will be asked to consider approval of the ordinance as part of the consent agenda at the September 26th board meeting.



Ordinance No. 2023 - _____

**AN ORDINANCE TO AMEND
THE TOWN OF DAVIDSON CODE OF ORDINANCES**

WHEREAS, it has become necessary for the Town to update specific Titles within the Town's Code of Ordinances; and

WHEREAS, this change represents a revised Code provision.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Davidson that the Code of Ordinances, Chapter 2 Administration is hereby amended to add Article V, Town Business Facilities and Vacant Land attached hereto as (*Exhibit A*):

Adopted this _____ day of _____, 2023.

Rusty Knox, Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth Shores, Town Clerk

Town Attorney

CHAPTER 2 : ADMINISTRATION
ARTICLE V: TOWN BUSINESS FACILITIES AND VACANT LAND

Sec. 2-201. – Davidson Town Hall and Community Center, Delegation of Authority to Establish Rules and Regulations; Applicability of Chapter.

The Board of Commissioners of Davidson hereby delegates to the Town Manager the authority to establish rules and regulations concerning the conduct and operation of the Town of Davidson Business Facilities and Town-owned vacant land provided such rules and regulations are consistent with the scope of this Article and laws and policies of the Town of Davidson, the State of North Carolina and the law of the United States.

Sec. 2-202. – Definitions.

- a) For purposes of this chapter, the term *Town Business Facilities* shall mean those buildings, surrounding parking lots and open green spaces adjacent thereto at which the business of the Town of Davidson is conducted. These Town Business Facilities include but are not limited to Town Hall and Community Center, Public Works Facilities, Police Department, Fire Departments, and art, culture and community centers.
- b) For purposes of this chapter, the term *Town Owned Vacant Properties* shall mean those properties owned by the Town of Davidson that are not officially designated as a Town Business Facility, public park, greenway, or right of way.

Sec. 2-203 – Access to Town Business Facilities

- a) Consistent with decisions of the U.S. Supreme Court, public access to areas within Town Business Facilities may be restricted depending upon whether such areas are classified as “designated public forum”, “limited designated public forum”, or “nonpublic forum”. How areas within enclosed facilities owned, controlled and leased by the Town are classified is based upon their intended use.
- b) The Town Manager is hereby authorized to manage public access to Town Business Facilities. In the performance of such responsibilities, the Town Manager shall have the authority to identify which areas are to be considered designated public forum, limited designated public forum, or nonpublic forum.
- c) The Town Manager shall employ whatever means they deem necessary and appropriate to separate designated public forums from nonpublic forums, including but not limited to the use of physical barriers and signage. The Town Manager shall also have the authority to develop and implement procedures to regulate and control public access within Town Business Facilities to provide for the security and privacy of employees and to minimize possible disruptions to the work of Town government.

- d) Town Board Chambers and conference rooms are hereby declared to be nonpublic forums unless or until a public meeting is convened in such areas pursuant to public notice. All Town employee work areas which are designated by appropriate signage as work areas shall be considered as nonpublic forums. Members of the public are prohibited from entering employee work areas without being escorted by a Town employee. All other areas of the Town Hall and Community Center are hereby designated as limited designated public forums and only persons who are present to engage in legitimate public business with the Town shall be authorized. It shall be a violation of this Ordinance to be within a nonpublic forum or limited designated public forum without authorization. Unauthorized persons found by the Town Manager or their designee who refuse to leave upon request shall be a trespasser.
- e) The Town Manager is hereby authorized to establish rules and regulations governing the use of audio and video equipment in the interior spaces of Town Business Facilities that are consistent with this Article and laws and policies of the Town of Davidson, the State of North Carolina and the law of the United States.

Sec. 2-204. –Contracts Authorized: Waiver

- a) The Town Manager or their duly authorized agent is hereby authorized to make contracts on behalf of the Town for the rental and use of Town Business Facilities and Town owned Vacant Properties, (which shall include buildings, surrounding parking lots and other areas within and without the buildings) in accordance with the terms and provisions of this Title. It shall be unlawful to use any part of the Town Business Facilities or Town Owned Vacant Properties for any purpose (other than Town business) without a valid contract or permit for the rental thereof or written permission from the Town Manager or his designee.
- b) The Town Manager or their duly authorized designee is authorized to waive any requirements relating to formal contracts and the payment of fees pursuant to this chapter. All waivers by the Town Manager shall be extended to all other similarly situation lessees/users according to uniform procedures.
- c) The Town Manager or their duly authorized designee is authorized to waive the requirements herein related to formal contracts and the payment of fees with respect to Town committees, commissions and boards desiring to use the Town Business Facilities and Town Owned Vacant Properties for the purpose of holding meetings or public hearings.

Sec. 2-205. – Schedule of Charges.

Subject to the provisions of this code, charges for use of Town Facilities shall be made in accordance with a uniform fee schedule recommended by Town staff and approved by the Board.

Sec. 2-206.– User’s Liability.

The lessee/user of a Town Business Facility or Town Owned Vacant Property or any part thereof shall be responsible and liable for any and all injuries and damages to buildings, fixtures,

furnishings, or the land on which the building is located during the period of their use under rental contract. The lessee shall agree as a part of the contract/permit to be so responsible and liable and reimburse the Town for any and all such damages and injuries. The lessee shall agree as a part of the consideration for the rental contract covering the use of the complex or any part thereof to save harmless the Town for any and all accounts, bills, damages, suits and claims in any way arising out of the use of the complex by the lessee pursuant to the written contract. The Town Manager or their duly authorized agent may require the person renting the complex to furnish the Town a bond or procure a public liability insurance policy from a satisfactory insurance company licensed and authorized to do business in the State (in such amounts as considered advisable by the Town Manager) to insure the Town and the lessee from any and all damages, claims and suits on account of injuries and/or damages sustained by third persons, firms or corporations arising or resulting from the use of Town Hall during the period for which rented.

Sec. 2-207. – Weapons Prohibited; Exception.

It shall be unlawful for any person to carry or have on or about their person, on Town Owned Vacant Property or in a Town Business Facility and grounds, any firearms or other weapons or articles, including but not being limited to: blackjacks; nightsticks; or flashlights, which, by their use, might constitute deadly weapons. This section shall not apply to peace officers assigned to duty, drill teams, honor guards.

Sec. 2-208. – Alcoholic Beverages Prohibited.

It shall be unlawful for any person to have in their possession or to consume any beer, wine or other intoxicating beverage at any time or event at a Town Business Facility or Town Owned Vacant Property except in connection with an event, dinner or banquet or any other activity at which food is served and then only with the consent and approval of the Town Manager and pursuant to rules and regulations promulgated by the Town Manager.

Sec. 2-209. – Hours Open.

- a) Hours of operation and charges for overtime use of Town Business Facilities shall be governed by rules and regulations promulgated by the Town Manager.
- b) Town Owned Vacant Properties are not open to the public at any time and it shall be unlawful to enter and remain on Town Owned Vacant Properties without complying with the conditions of this Chapter.

Sec. 2-210. – Loitering Prohibited on Premises.

It shall be unlawful for any person to loiter within a Town Business Facility or on the grounds adjacent thereto. A loiterer is defined as a person who has no connection with a meeting or an event in progress or who does not plan to attend a meeting or an event, or who does not have legitimate business with Town staff or management.

Sec. 2-211. – Preservation of Property.

Improper disposal of rubbish, willful destruction or damage to property, theft of property, creation of a hazard to persons or things; throwing of articles of any kind from or at the building, climbing upon statutes, fountains or any part of a building is prohibited.

Sec. 2-212. – Conformity with Signs and Directions.

Persons in and on property shall at all times comply with official signs of a prohibitory, regulatory or directory nature and with lawful direction of Town Management, law enforcement or other authorized individuals.

Sec. 2-213. – Disturbances.

Any disorderly conduct or other conduct on property which creates loud or unusual noise or nuisance; which unreasonably obstructs the usual use of the entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots; which otherwise impedes or disrupts the performance of official duties by town employees or which prevents the general public from obtaining the administrative services provided on the property in a timely manner is prohibited.

Sec. 2-299. – Penalties.

Violation of this article is a misdemeanor and shall be punishable by a fine of up to \$500.00 or imprisonment or both as authorized by N.C.G.S. § 14-4.

DRAFT