



2024 Executive Board Meeting Agenda

Wednesday, March 13, 2024
 In-person with a virtual option
 Join by computer:
<https://us06web.zoom.us/j/85855172282>
Meeting ID 858 5517 2282
 or Call **646-931-3860,85855172282#**

Chairman Jay McCosh will convene a meeting of the Centralina Executive Board **on Wednesday, March 13, 2024, at 5:00 pm**. The meeting will be held in person at the Centralina office (located at 10735 David Taylor Dr., Suite 250, Charlotte, NC 28262) with a virtual attendance option via Zoom.

Time	Item	Presenter
5:00 p.m.	Call to Order	Jay McCosh
	Roll Call	
	Pledge of Allegiance	
	Amendments to the Agenda (if any)	
Consent Items: <i>Consent agenda items may be considered in one motion and without discussion except for those items removed by a Board Member.</i>		
5:05 p.m. Item 1 5 minutes <i>Pages 4 - 7</i>	Approval of January 10, 2024, Executive Board Meeting Minutes Approval of January 10, 2024, Executive Board Meeting Minutes. The minutes from the January 10, 2024, meeting has been distributed to all members of the Executive Board and should be approved if correct. Action/Recommendation: Motion to approve the January 10, 2024, Executive Board meeting minutes.	Jay McCosh
Item 2 <i>Pages 9-12</i>	Resolution of Support for NC Department of Transportation FY2025 Public Transportation Program Funding As part of the implementation of CONNECT Beyond's recommendations , the Centralina Regional Council ("Centralina") is pursuing continuing funding to support the development and establishment of a regional transportation demand management (TDM) program. This grant application requires an organization's Board to adopt the attached resolution, which ensures the 50% local match funding is programmed and available for TDM activities. Centralina will apply for funds by March 29, 2024, and will request \$20,000 in NC DOT funds to be matched with \$20,000 in local funds. These funds will support efforts to establish and build regional recognition of Centralina's regional TDM program, the first-ever regional program for the greater Charlotte area. Action/Recommendation: Motion to adopt the attached TDM Grant Resolution and affirm \$20,000 in local match funds for Centralina's NC DOT TDM grant in FY2025.	Jay McCosh
Regular Agenda Items		
5:10 p.m. Item 3 5 minutes	Centralina Spotlight Centralina Area Agency on Aging staff will provide a short video about our work in the region. related to providing	Cindy Kincaid

Time	Item	Presenter
<i>Pages 14-16</i>	<p>services and support to older and disabled adults and their caregivers. through the Family Caregiver Support Program (FCSP).</p> <p>Action/Recommendation: <i>Receive as information and Board Feedback.</i></p>	
<p>5:15 p.m. Item 4 10minutes <i>Pages 18-20</i></p>	<p>Executive Board Orientation & 2024 Forecast The Executive Board will participate in an interactive session to meet new representatives and discuss the forecast of 2024 meeting topics.</p> <p>Action/Recommendation: <i>Receive as information.</i></p>	Geraldine Gardner
<p>5:25 p.m. Item 5 15 minutes <i>Pages 22-86</i></p>	<p>Timber Road Extension Grant Agreement The Executive Board is asked to approve the acceptance of a \$15,000,000 grant directed to Centralina by the NC General Assembly in the 2023 Appropriations Act and the Committee Report.</p> <p>Action/Recommendation: Motion to accept the \$15 million grant from the State of North Carolina for the purposes outlined in the attached scope of work.</p>	Geraldine Gardner
<p>5:40 p.m. Item 6 15 minutes <i>Pages 88</i></p>	<p>State Relations Update The Board will receive an update on Centralina's state government engagement activities.</p> <p>Action/Recommendation: <i>Receive as information and provide feedback as requested.</i></p>	Kelly Weston
<p>5:55 p.m. Item 7 15 minutes <i>Pages 91-94</i></p>	<p>In-Focus Discussion: Regional Infrastructure Innovation/CPRG Briefing In our growing region, continuous innovation is needed to ensure that our physical infrastructure can continue to meet our needs. Centralina is leading several initiatives aimed at helping our members take advantage of historic funding opportunities through innovative financing, education, technology, partnerships, and regional cooperation.</p> <p>Action/Recommendation Receive as information</p>	Michelle Nance
<p>6:10 p.m. 5 minutes</p>	Comments from the Executive Board and Centralina Staff	Board Members and Staff
<p>6:15 p.m. 5 minutes</p>	Comments from the Executive Director	Geraldine Gardner
<p>6:20 p.m. 5 minutes</p>	Comments from the Chair	Jay McCosh
<p>6:25 p.m.</p>	Adjournment	Jay McCosh



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Time	Item	Presenter
<p><i>Centralina Regional Council complies with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability. Centralina Regional Council will make reasonable accommodations in all programs/services to enable participation by an individual with a disability who meets essential eligibility requirements. Centralina Regional Council's programs will be available in the most integrated setting for each individual. If any accommodation is necessary for participation, please contact the Clerk to the Board, 10735 David Taylor Drive, Charlotte, NC 28262, phone (704) 348-2728. Please allow 72 hours advance notice for preparation. Visit our website: www.centralina.org.</i></p>		



CENTRALINA

REGIONAL COUNCIL

Item 1



**Executive Board Meeting Minutes
January 10, 2024**

Officers Present	Board Members Present	Board Members Not Present	Centralina Staff and Guests Present
Jay McCosh, Vice Chairman Jarvis Woodburn, Secretary	Patty Crump Martha Sue Hall Darrell Hinnant Gene Houpe Corinthia Lewis-Lemon Tony Long Elaine Powell Shawn Rush David Scholl Lynn Shue Jennifer Teague	Dante' Anderson Cathy Davis Kevin Demeny Brian Helms Bob Hovis Jamie Lineberger Jerry Oxsher Mark Loden Jennifer Stepp	Narissa Claiborne Geraldine Gardner Michelle Nance Kelly Weston Sherika Rich Denise Strosser Jason Wager Venecia White Christina Danis Sherika Rich Lenessa Hawkins Guests Leslie Mozingo

Call to Order

Vice Chair, Jay McCosh, called the meeting to order.

Narissa Claiborne, Boards Administrator, called the roll and noted a quorum present.

Moment of Silence

Vice Chair, Jay McCosh directed the Board and staff to stand for the Pledge of Allegiance.

Consent Agenda

- 1. Approval of the November 8, 2023, Executive Board Meeting Minutes**
- 2. FY23-24 Budget Amendment**
- 3. Request for approval for NC Division of Aging and Adult Services Home Improvement Grant Funds**
- 4. Authorization of Charlotte Regional Transportation Planning Organization (CRTPO) Contract for COORDINATE Our Future Project**

Vice Chairman, Jay McCosh called for a motion to approve the January 10, 2024, Consent Agenda

Commissioner David Scholl approved the Motion. Commissioner Tony Long seconded. The motion passed unanimously.

No Amendments to the Agenda.

No amendments to the agenda were noted.

Regular Agenda Items

5. PY 2024-2025 Centralina Board Forecast

Centralina Executive Director Geraldine Gardner shared with the Executive the Centralina 2024-25 Board Forecast. Highlighting to the Board special events and initiatives. The Board was encouraged to ask questions and give feedback as it pertained to the Board Forecast.

6. Federal and State Action Agenda Update and Discussion

Ms. Kelly Weston, Centralina's Government Affairs & Member Engagement Coordinator, and Leslie Mazingo, of Strategics Consultants, shared with the Board an update on the Raleigh and Federal Relations. Ms. Mazingo also highlighted the November-December 2023 Performance Report. Chairman Compton made a motion to approve both the Strategics Consulting performance reports for November through December 2023 & the 2024 Federal Action Plan.

Mayor Pro Tem Martha Sue Hall of Albemarle made the motion to approve the Strategics Consulting performance reports for November through December 2023 & the 2024 Federal Action Plan. Commissioner Patty Crump seconded the motion. The motion passed unanimously.

7. Annual Placeholder operating and pass-through budget proposals for Fiscal Year 2024-25

Denise Strosser, Centralina Finance Director shared the Annual Placeholder operating and pass-through budget proposals for Fiscal Year 2024-25. Vice Chair McCosh called for a Motion to recommend the proposed FY24-2025 operating and passthrough placeholder budget ordinances for \$9,025,500 and \$17,308,900, respectfully, and the membership dues assessment of \$0.24 per capita with no minimal assessment per member.

Mayor Pro Tem of Albemarle made the motion. Alderman Shawn Rush seconded the motion. The motion passed unanimously.

8. Nominating Committee Update

The nominating committee, including Mayor Pro Tem Martha Sue Hall, Alderman Shawn Rush of East Spencer, and Council member Crystal Buchaluk of Indian Trail provided and updated the Board on its activities in advance of the February 21, Annual Board of Delegates meeting. The Committee shared with the Board their strategy, key factors, including succession planning, and their implementation of candidate interviews. The Committee also shared with the Board their slate of nominees for the 2024 Officer Election.

9. Advancing the Plan Committee Update

Centralina Planning Director, Jason Wager Centralina staff provided key updates on the CONNECT Beyond project to keep the Executive Board apprised of current implementation activities, with a focus on achievements and next steps for the Advancing the Plan Committee, Mayor Hinnant of Kannapolis also highlighted the Advancing the Plan progress. The Board asked to be updated regularly on the Committee's initiatives.

10. Community Economic Development Update on Regional Projects

Centralina Economic Development Director, Christina Danis updated the Board on the Community Economic Development special projects that are underway in the Centralina Region and its progress.

Comments from the Executive Board and Centralina Staff

None.

Comments from the Executive Director

None.

Comments from the Chair

- January 18 -10 am-11:30 am - Small Towns Peer-to-Peer: Strategic Planning
- February 8th & 13th - 10 am-3 pm - FEMA Public Assistance Program
- February 15- 10 am-11:30 am- The Role of Childcare in the NC Economy Forum
- Expressed gratitude to the Board and to the Centralina staff

Adjournment

With no further business to be discussed, Chairman Compton adjourned the meeting at 6:37 p.m.



CENTRALINA

REGIONAL COUNCIL

Item 2



Executive Board Agenda Item Cover Sheet

Board Meeting Date:	3/13/24	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Reaghan Murphy	Presentation Time:				
Presenter at Meeting:	Jason Wager	Phone Number:	704-348-2707			
		Email:	jwager@centralina.org			
Alternate Contact:	Reaghan Murphy	Phone Number:	704-348-2731			
		Email:	rmurphy@centralina.org			
Submitting Department:	Planning	Department Head Approval:	Jason Wager			
Title of documents as shown in the Agenda: Resolution of Support for NC Department of Transportation FY2025 Public Transportation Program Funding						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>As part of the implementation of CONNECT Beyond's recommendations, Centralina Regional Council ("Centralina") is pursuing continuing funding to support the development and establishment of a regional transportation demand management (TDM) program. This grant application requires an organization's Board to adopt the attached resolution, which ensures the 50% local match funding is programmed and available for TDM activities. Centralina will apply for funds by March 29, 2024, and will request \$20,000 in NC DOT funds to be matched with \$20,000 in local funds. These funds will support efforts to establish and build regional recognition of Centralina's regional TDM program, the first-ever regional program for the greater Charlotte area.</p>						
Background & Basis of Recommendations:						
<p>In October 2021, Centralina Regional Council adopted the CONNECT Beyond Regional Mobility Plan and Recommendations. Since then, the project team has been working on a number of implementation activities, including the development of a regional transportation demand management (TDM) plan and program.</p> <p>TDM is a set of strategies that seek to change how and when people travel. The goal of TDM is to reduce the number of people driving private vehicles in general but particularly during peak travel hours. To date, TDM programs in the Charlotte region have been focused on Mecklenburg County and limited in scope and duration. CONNECT Beyond recommendations identified Centralina as the lead agency for a regional TDM program and prioritized developing a regional TDM program in the immediate term (0-3 Years following plan adoption).</p> <p>To this end, Centralina applied for and received NC DOT TDM funds in FY2023 and FY2024 to fund Centralina's administrative and project management expenses to develop a regional TDM plan. In FY2023, the CONNECT Beyond project team began the TDM plan and program development process, which included Centralina contracting with NC DOT to engage a pre-qualified consultant in FY2023 and FY2024 to help develop the regional TDM plan. Kittelson & Associates was selected to serve as the prime consultant for this project and a final agreement between Kittelson and NC DOT was in place by April 2023.</p>						

In FY2024, staff from Centralina and Kittelson collaborated on a 16-month process to develop the regional TDM plan and program. The process has included the following elements:

- Case studies of five peer TDM programs across the country
- A regional TDM assessment report and identification of “hot spots” where preliminary TDM efforts can be targeted
- Engagement with diverse stakeholders (businesses, workforce and economic development boards, elected officials, planners and transportation advocates) to inform the TDM program’s priorities
- Development of TDM strategies and performance metrics applicable to the diverse range of communities across our region
- Establishment of a program name and brand identity
- Development of a TDM implementation guidebook to lay the foundation for the program’s operations

This process is anticipated to conclude with the final regional TDM plan’s completion and adoption in Summer 2024.

In FY2025, Centralina will pursue the following activities:

- Finalizing the TDM plan and program development process
- Building program recognition and support across the Centralina region among public, private and non-profit sector partners
- Developing a TDM toolbox of strategies and resources for employers, local governments, schools, healthcare campuses, and other entities looking to implement TDM
- Holding educational events and conducting other outreach to promote the region’s range of available transportation choices and the broader TDM program offerings

To fund continued administrative and project management expenses on Centralina’s part, Centralina will submit a grant application for NC DOT FY2025 TDM funds no later than March 29, 2024. This grant application requires an organization’s board to adopt the attached resolution, which ensures the 50% local match funding is programmed and available for TDM activities. For FY2025, Centralina’s application will request \$20,000 in NC DOT funds to be matched with \$20,000 in local funds, for a total of \$40,000 in program funding for FY2025 under the NC DOT grant program.

Requested Action / Recommendation:

Motion to adopt the attached TDM Grant Resolution and affirm \$20,000 in local match funds for Centralina’s NC DOT TDM grant in FY2025.

Time Sensitivity: <i>(none or explain)</i>	NC DOT must receive this adopted resolution by the grant application deadline on March 29, 2024, in order to consider Centralina’s grant application.
Budget Impact: <i>(none or explain)</i>	\$20,000 in local match funds for FY2025
Attachments: <i>(none or list)</i>	TDM Grant Resolution

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2025 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Section 5310 program.

WHEREAS, Centralina Regional Council hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the Executive Director of Centralina Regional Council is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (*Certifying Official's Name*)* _____, Centralina Board Chair, do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Centralina Regional Council Executive Board duly held on the 13th day of March, 2024.

Signature of Certifying Official

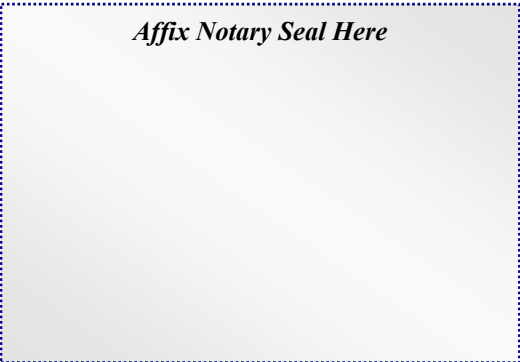
***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (*date*) _____

*Notary Public **

Printed Name and Address

My commission expires (*date*) _____





CENTRALINA

REGIONAL COUNCIL

Item 3



Executive Board Agenda Item Cover Sheet

Board Meeting Date:	March 13, 2024	Agenda Item Type:	Consent		Regular:	X
Submitting Person:	Linda Miller	Presentation Time:	5 min			
Presenter at Meeting:	Cindy Kincaid	Phone Number:	(704)348-2715			
		Email:	ckincaid@centralina.org			
Alternate Contact:	Debi Lee	Phone Number:	(704)348-2714			
		Email:	dlee@centralina.org			
Submitting Department:	Area Agency on Aging	Department Head Approval:	<i>Linda H. Miller</i>			
Title of documents as shown in the Agenda:						
Centralina Spotlight: Family Caregiver Support Program						
Description of Agenda Item: (This wording will be used to summarize the item on the agenda cover page.)						
Centralina Area Agency on Aging staff will provide a short video about our work in the region related to providing services and supports to older and disabled adults and their caregivers through the Family Caregiver Support Program (FCSP).						
Background & Basis of Recommendations:						
This will be a standing item on all Centralina Board meetings in 2024. The purpose is to share a success story of Centralina's work, highlight an innovative program, or a regional collaboration throughout the year.						
Requested Action / Recommendation:						
Receive as information and Board Feedback.						
Time Sensitivity: (none or explain)	None					
Budget Impact: (none or explain)	None					
Attachments: (none or list)	FCSP Brochure					

Local Providers

Call Centralina AAA at 1-800-508-5777 or reach out to your local provider to find out what services are available in your county:

- Anson County Council on Aging: 704-694-6616
- Cabarrus County Department of Human Services: 704-920-1400
- Gaston County Department of Health and Human Services: 704-862-7540
- Iredell County Council on Aging: 704-873-5171
- Lincoln County Senior Services Department: 704-736-8410
- Mecklenburg County Department of Social Services: 704-432-1111
- Ruffy-Holmes Senior Center (Rowan County): 704-216-7714
- Stanly County Senior Services Department: 704-986-3769
- Council on Aging in Union County: 704-292-1797

Our Mission

Centralina Area Agency on Aging (AAA) helps vulnerable older adults and people with disabilities live with independence and dignity. Centralina AAA serves the counties of Anson, Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly and Union.



1 (800) 508-5777
www.CentralinaAging.org



CENTRALINA
Area Agency on Aging

*Centralina Area Agency on Aging is a division of
Centralina Regional Council*



CENTRALINA
Area Agency on Aging



**FAMILY CAREGIVER
SUPPORT PROGRAM**

**Resources, Respite & Services
for Caregivers**

About the Program

In 2022, caregivers across North Carolina provided 514 million hours of unpaid care, valued at \$7.3 billion. The Family Caregiver Support Program (FCSP) was established to educate, support and uplift these unpaid or family caregivers. The FCSP provides support needed for caregivers to keep their loved ones in the community longer and avoid costly long-term care placement. Centralina Area Agency on Aging delivers this service directly and in partnership with contracted providers across the region.

How We Can Help

The following resources may be available to you. Some are based on eligibility and provided on a short-term basis.



Information about local resources available for family caregivers



Assistance connecting to community services in your area



Training & Support Groups to foster relationships with other caregivers and build coping skills



Respite Care available through in-home aid services, adult day centers or residential facilities offer caregivers a well-deserved break



Supplemental Services provides equipment, devices or supplies to support individuals' ability to remain in the community

"It helped me tremendously to have someone come in and provide respite. The FCSP staff stayed in continuous contact with me and answered all my questions. I recommend it to any caregiver that needs help."

- Juanita McMullen

Who is Eligible?

To qualify for FCSP assistance, caregivers must be one of the following.

- Adult age 18 or older providing unpaid care for a disabled older adult, age 60 or over
- Adult age 18 or older providing unpaid care for an individual with Alzheimer's Disease or related dementia
- Adult age 55 or older (not a parent) living with and raising a relative child under age 18
- Adult age 55 or older living with and raising an adult child over age 18 that has a disability

Contact Centralina AAA at 1 (800) 508-5777



CENTRALINA

REGIONAL COUNCIL

Item 4

Executive Board Agenda Item Cover Sheet

Board Meeting Date:	March 12, 2024	Agenda Item Type:	Committee work sessions:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:	10min			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:	Narissa Claiborne	Phone Number:	717-434-2284			
		Email:	nknight@centralina.org			
Submitting Department:	Administration	Department Head Approval:	G. Gardner			
Title of documents as shown in the Agenda: Executive Board Orientation & 2024 Forecast						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
The Executive Board will participate in an interactive session to meet new representatives and discuss the forecast of 2024 meeting topics.						
Background & Basis of Recommendations:						
New representatives to the Executive Board were selected at the February 21st Board of Delegates meeting.						
Requested Action / Recommendation:						
Receive as information.						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	1. Executive Board Overview					

2024 Executive Board Overview



Executive Board Role

- **Decision Maker:** Reviews and approves certain contracts, policies/procedures, the annual audit and budget amendments.
- **Collaborator:** Provides strategic guidance and feedback on Centralina workplan items, programs and initiatives upon request from staff.
- **Networker:** Engages other Delegates to build relationships and connections to Centralina. EB members are asked to support the Chair and Executive Director in following up with Delegates will low attendance rates.
- **Advocate:** Champions the region with state & federal partners as part of the Raleigh Relations Initiative and Federal Advocacy Agenda.

Meeting Date

Topic Forecast

Note: Does not include contracts, budget amendments and other action items on consent

April 12, 2024

- In Focus Discussion: Aging Program Sustainability
- FY25 Compensation Recommendation
- Federal Relations Update

June 14, 2024

- FY25 Workplan Briefing and Approval
- Federal & State Relations Update

September 13, 2024

- In Focus Discussion: CONNECT Beyond Legislative Update & Advancing the Plan Committee presentation
- Broadband and Digital Inclusion Update

November 8, 2024

- Annual Audit Briefing and Approval
- In Focus Discussion: 2025 Federal and State Legislative Agenda Setting
- Nominating Committee Formation

2024 Executive Board Members



CENTRALINA
REGIONAL COUNCIL

Board Officers

Chair: Councilmember Jay McCosh, Town of McAdenville

Vice Chair: Mayor Pro Tem David Scholl, Town of Stallings

Treasurer: Commissioner Jarvis Woodburn, Anson County

Secretary: Commissioner Tony Long, Town of Mint Hill

County Representatives

Cabarrus County Commissioner Lynn Shue

Gaston County Commissioner Bob Hovis

Iredell County Commissioner Gene Houpe

Lincoln County Commissioner Jamie Lineberger

Mecklenburg County Commissioner Elaine Powell

Stanly County Commissioner Patty Crump

Union County Commissioner Brian Helms

Municipal & At-Large Representatives

Council Member Marjorie Molina,
Charlotte

Mayor Darrell Hinnant, Kannapolis
(Committee, Chair)

To Be Appointed, At Large

To Be Appointed, At Large

Mayor Jennifer Teague, Harrisburg

Council Member Felina Harris,
Troutman

Council Member Kevin Demeny,
Lincolnton

Alderman Shawn Rush, East Spencer

Councilmember Jamie Hammill,
20 Misenheimer



CENTRALINA

REGIONAL COUNCIL

Item 5



Executive Board Agenda Item Cover Sheet

Board Meeting Date:	March 13, 2024	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:	15min			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:	Michelle Nance	Phone Number:	704-348-2709			
		Email:	mnance@centralina.org			
Submitting Department:	Executive	Department Head Approval:	G. Gardner			
Title of documents as shown in the Agenda: Timber Road Extension Grant Agreement						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>The Executive Board is asked to approve the acceptance of a \$15,000,000 grant directed to Centralina by the NC General Assembly in the 2023 Appropriations Act and the Committee Report.</p>						
Background & Basis of Recommendations:						
Please see the accompanying documentation on the following pages.						
Requested Action / Recommendation:						
Motion to accept the \$15 million grant from the State of North Carolina for the purposes outlined in the attached scope of work.						
Time Sensitivity: <i>(none or explain)</i>	Accep					
Budget Impact: <i>(none or explain)</i>	<ul style="list-style-type: none"> • \$140,000 in direct funding will come to Centralina in FY25 for grant administration • Interest earned on \$14,860,000 					
Attachments: <i>(none or list)</i>	<ol style="list-style-type: none"> 1. Office of State Budget and Management Grant Agreement Template 2. Proposed Grant Agreement Project SOW 3. Norman Village Road Project Narrative – Submitted by M Group Companies 4. Norman Village Road Budget – Submitted by M Group Companies 5. Town of Mooresville - Developer Agreement 					

Key Facts & Recommendations

- Per direction from members of the General Assembly the funds are to be sub-awarded to the M Group Companies to build the Timber Road Extension as part of the multi-phased Norman Village Development project.
 - Please see the attached Developer Agreement and refer to page 7 for a description of the road project: “A multi-lane roadway within the 80-foot right of way labeled “Prop. Timber Lake Extension” and “Prop. Timber Road Extension” as show on the Development Plan. The Timber Road Extension includes all areas that are outside of the Rail Crossing Project as defined herein¹, and includes a connection to U.S. Highway 21, a connection to Highway 115, and all associated improvements and supporting infrastructure related thereto.”
 - Please see the attached M Group Companies project narrative.
- According to the Office of State Budget and Management, there are no state procurement or sub-contracting regulations associated with directed grants/appropriations administered by that office.
- Centralina will utilize the allowable \$140,000 from the \$15,000,000 grant for administrative purposes including: coordinating reporting, monitoring the subaward agreement with the developer, managing the financial aspects of the grant, coordinating with the Town of Mooresville.
- \$14,860,000 is available to M Group Companies to fund the Timber Road Extension construction. Any construction costs in excess of this amount are the responsibility of the developer. Please see the attached project budget developed by M Group Companies.
- The full \$15 million will be transferred to Centralina upon grant agreement execution.
 - Funds will be held in an interest-bearing account; Centralina is allowed to accrue interest and use as program income.
- Centralina will entered into a subaward agreement with M Group Companies with specific terms and conditions that mirror and support the requirements of their agreement with the Town of Mooresville. A copy of this agreement is included as the final document in the attachment package.
- *Recommendation: The Executive Director recommends that Centralina's Executive Board approve the grant agreement and provide direction on the*

¹ “Rail Crossing Project” means all portions of the Timber Road Extension that fall within the area controlled by Norfolk Southern Railroad, and includes obtaining the approval of Norfolk Southern for a public at grade railroad crossing in this area and ensuring completion of all associated infrastructure required by Norfolk Southern to make improvements within that area. The Rail Crossing Project area is located near the intersection of Highway 115 and Timber Road.

specific terms and conditions to guide the development of the subaward agreement with the developer.

- *If the Executive Board would like to review and approve the subaward agreement before it is finalized, then this would be brought before the Board at the April 10th meeting.*

Subaward Terms & Conditions Recommendations

- The Executive Director does not recommend that the Executive Board allow for the developer to receive the full \$14,860,000 upfront.
- The Executive Director offers the following terms and conditions options for the Executive Board's consideration:
 - Method of payment
 - 100% reimbursement contract - the developer will be required to submit reimbursement request upon the delivery of the project or acceptance of the road by the Town of Mooresville.
 - Partial payment – the developer can receive an initial payment with execution of the subaward, but full payment is contingent on the delivery of the project or acceptance of the road by the Town of Mooresville.
 - Payment schedule – the subaward will outline a payment schedule and associated performance milestones.
 - Liability – subaward agreement must be written to limit Centralina's liability in the construction process and post-construction once the road is accepted into the Town's inventory of public roads.
 - Reporting – the developer will be required to report on performance milestones consistent with their developer agreement with the Town of Mooresville and Centralina's grant agreement with OSBM.
 - Use of disadvantaged business program– there is no requirement for compliance associated with the source of these funds, but the NC Department of Transportation does have a robust program and tracking of DBE contractors could be a requirement that we add to the subaward.
 - Use of the Centralina Workforce Development Board NC Works Career Center in Mooresville for hiring needs.
 - Centralina's attorney will ensure compliance with all applicable laws and regulations.

Role of Centralina and Consistency with Charter

The following sections of Centralina’s Charter points to the alignment between this project and the organization’s mandated responsibilities.

- Item IV: Purpose and Functions:
 - “promote intergovernmental cooperation, communication and planning”
 - *This grant is an example of intergovernmental cooperation between the State of North Carolina, Centralina and the Town of Mooresville*
 - Transportation is one of the functional areas listed under this subsection
- Item VIII: Powers and Duties of the Council
 - A. General delegation of powers conferred upon the Council by the General Assembly of North Carolina
 - *This grant was authorized in the [2023 Appropriations Act](#) and/or the [Committee Report](#).*
 - B.2. To accept, receive and disburse grants made available by the State of North Carolina
 - *This grant was authorized in the [2023 Appropriations Act](#) and/or the [Committee Report](#).*
 - B.3. To meet with, consult with or contract with any municipality or private organization in the furtherance of the purposes and objectives within its jurisdiction.
 - Charter allows for the contracting with private entities.

Proposed Timeline & Next Steps

- March 13, 2024: Executive Board approves the receipt of the \$15million grant and associated scope of work for the project.
- March 15, 2024: Executive Director submits SOW to Office of State Budget and Management for review and acceptance.
- Mid-March-April 2024:
 - Grant agreement with State of North Carolina Executed
 - Centralina prepares for the receipt of funds
 - Centralina begins negotiations and subaward drafting with legal counsel
- April 10, 2024: Executive Board reviews the subaward agreement between Centralina and the M Group Companies, LLC
- End of April – May: Subaward agreement is executed

North Carolina Office of State Budget and Management

Contract # _____

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and _____ (the "RECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2023, through _____. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2023-134. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that the total funding level available under this agreement will not exceed _____.

The RECIPIENT acknowledges they have provided the following additional documentation:

- a. Internal Revenue Service W-9 form (includes address, Tax ID) _____
- b. Electronic Payment Form & Supporting Document _____
- c. Scope of Work – Appendix A _____
- d. Policy addressing conflicts of interest _____
- e. **Sworn** Statement of no overdue tax debts _____

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 5.3; 12.1 and 12.2.

The RECIPIENT shall ensure:

- a. Funds are used for nonsectarian, nonreligious purposes only.
- b. No more than \$140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

- c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
- d. Submission of quarterly reports on financial and performance progress. This shall include the financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
- e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY’S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134 comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

- a. Upon execution of this contract and the RECIPIENT’s submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
- b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
 - i. Certify that funds received or held were used for the intended purpose.
 - ii. Provide an accounting for funds received, interest earned, funds expended.
 - iii. Provide activities, accomplishments, and performance measures.
 - iv. Provide a list of employees and the amount of State funds used for the employee’s annual salary.
 - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Funds will not revert until October 3, 2025.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the RECIPIENT’s central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.
- d. If eligible, the RECIPIENT and all subrecipients shall:

- i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
- ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving \$500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

6. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party’s Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: _____	Cole Jordan
Email: _____	NC Office of State Budget and Management
Direct Phone: _____	2 South Salisbury Street
Fiscal year end MONTH: _____	Raleigh, NC 27601
	Direct Phone: 984-236-0633
	Email: NCGrants@osbm.nc.gov

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such SUB-RECIPIENTS, SUB-SUB-RECIPIENTS, etc. in their handling, use and expenditure of the funds awarded to the RECIPIENT hereunder.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

Signature Date

Printed Name Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

Signature Date

Printed Name Title

Appendix A

Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act (“Scope of Work”). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. **Please attach additional sheets as necessary.**

1. Organization:

2. Grant ID:

3. Scope of Work Objectives, Results, Performance Measures:

Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.

<p>Objective(s):</p> <p>How do you plan to spend your grant funds? What project(s) do you want to accomplish?</p>	
<p>Expected Results:</p> <p>What do you hope will be accomplished through the projects supported by these grant funds?</p>	
<p>Performance Measure(s):</p> <p>List the steps it will take to accomplish the project(s) supported by these grant funds.</p> <p>If the project is programmatic, list the estimated measurements for project outcomes.</p>	

4. Sub-grants:					
a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization?			Yes	No	
If yes, answer the following:					
b. Name of Sub-recipient	c. Program Name		d. Amount to Sub-recipient		

5. Budget:

Below are general expenditure descriptions that can serve as a *guide* for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning (_____) and ending (_____).

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (ex. Salaries, hourly wages for grant project management /program related staffing).	<input style="width: 100%; height: 20px;" type="text"/>
Administration Expenses (ex. utilities, telephone, data, lease related expenses)	<input style="width: 100%; height: 20px;" type="text"/>
Goods Expenses (ex. supplies and equipment)	<input style="width: 100%; height: 20px;" type="text"/>
Contract and Services Expenses (ex. Designers, Architects, Builders, Programmatic Service Providers)	<input style="width: 100%; height: 20px;" type="text"/>
Other Expenses (ex. related charges not assigned above and described by recipient in breakdown below)	<input style="width: 100%; height: 20px;" type="text"/>
Total Balance of the Project Fund (Grant total amount)	<input style="width: 100%; height: 20px;" type="text"/>

Provide a breakdown of estimated expenses for each category below or as an attachment.

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

Printed Name	Title
Signature	Date



February 7, 2024

Assistance Request: \$15,000,000 to assist with funding of the Timber Rd. Extension

Background:

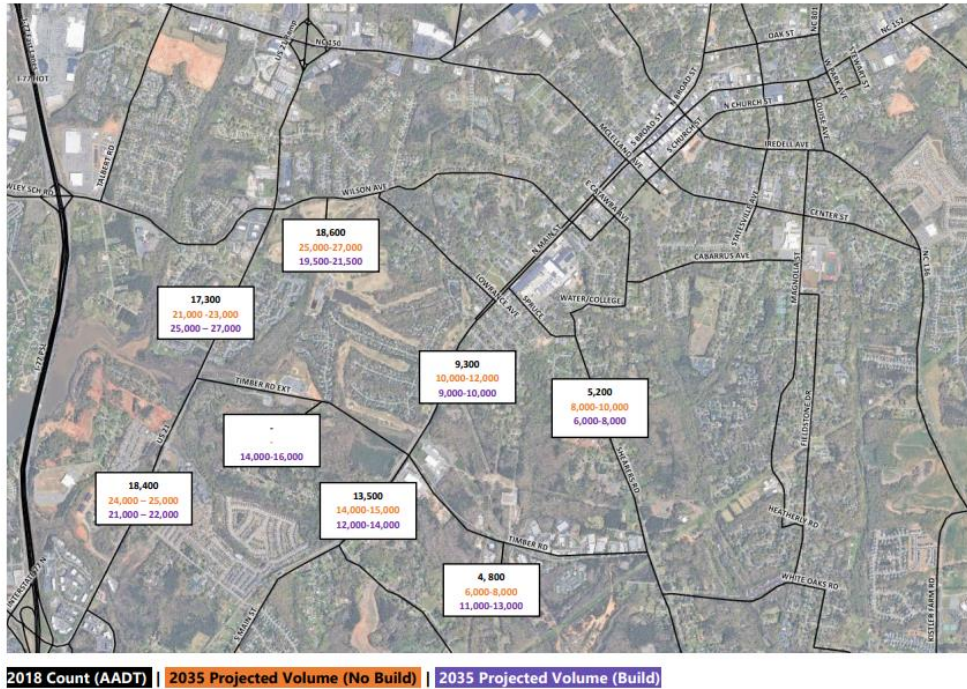
- In October of 2022 the Mooresville Town Board approved a Planned Development that would bring the construction of a 560-unit single family and multi-family development
- The key benefit of this development was the construction of the Timber Rd. extension, a connection between Highway 115 and Highway 21. This extension is a developer funded road project that has been part of the Town of Mooresville Transportation Master Plan since the mid-90's.
- Per the Town of Mooresville Staff report in support of this project:
 - This Project will provide a key component of the Transportation Master Plan (TMP)
 - TMP is an update to the CTP. The TMP is the guide to achieving the goal of creating more connected communities. The TMP has three key considerations:
 - 1. Connection
 - 2. Choice
 - 3. Future Development
- The Project addresses these three TMP considerations.
 - Currently there are limited roads that can directly connect a resident or through traveler from one side of town to the other. This Property will dedicate and build the Timber Road Extension which, when coupled with the existing Timber Road, will provide a connection from Highway 21 to Shearers Road.
 - As reflected on the site plan, the Project sits between and is served by two major roads and intersections. Timber Road



Extension will provide a much needed and attractive transportation corridor between these two major roads. With this road extension, travelers will have a choice as to how to move efficiently east and west through Mooresville. Travelers will also have an alternative to using a vehicle.

- An attractive transportation corridor and transportation choice are crucial for future development. The project design promotes pedestrian connectivity, served by a network of sidewalks throughout the site and a greenway trail for pedestrians and cyclists. Both Timber Road Extension and the greenway trail will serve all the Mooresville community, ensuring safe and efficient vehicular and pedestrian access from Highway 115 to Highway 21.
- 115 intersections with Timber Road. The project will also provide connections to local roads such as Foursquare and Deerwood.
- Project will alleviate close to 30,000 plus trips on Hwy 115 and Hwy 21 going downtown to use West Wilson Ave to connect.

2035 Build and No Build Volumes



Assistance Request:

- Since approval in October of 2022 building costs have continued to increase thus putting a strain on the financial viability of the project in the current economic environment
- Project includes a rail crossing that must be designed and built by the development team that NCDOT rail has estimated will exceed \$1.8 million

Town of Mooresville/Developer Partnership

This project is part of a Planned Development zoning option within the Unified Development Ordinance of Mooresville. As a condition of this zoning the Town and the Developer are required to enter into a development agreement that lays out the conditions, restrictions and timing of the project in conjunction with the



construction of the critical infrastructure. For this project that is the Timber Rd. extension road and the required Norfolk Southern rail crossing.

The Developer Agreement lays out the following requirements for the construction of the road and crossing.

- Posting of a \$2,000,000 cash bond with the Town of Mooresville to secure the construction costs of the Norfolk Southern Crossing
- Posting of a performance bond in accordance with G.S. 160D-804.1 and the UDO to guarantee completion of construction of the Timber Road Extension
- Subordination of Security Agreement with Developer's lender requiring dedication of all Right of Way necessary for construction of the road to the Town of Mooresville in the event of foreclosure
- Site construction required to start no later than 5 years post agreement execution
- Timber Rd. extension must be completed prior to final plat approval of Phases 3, 4, or 5
- Dedication of the road, green-way, utilities and all associated infrastructure to the town upon completion

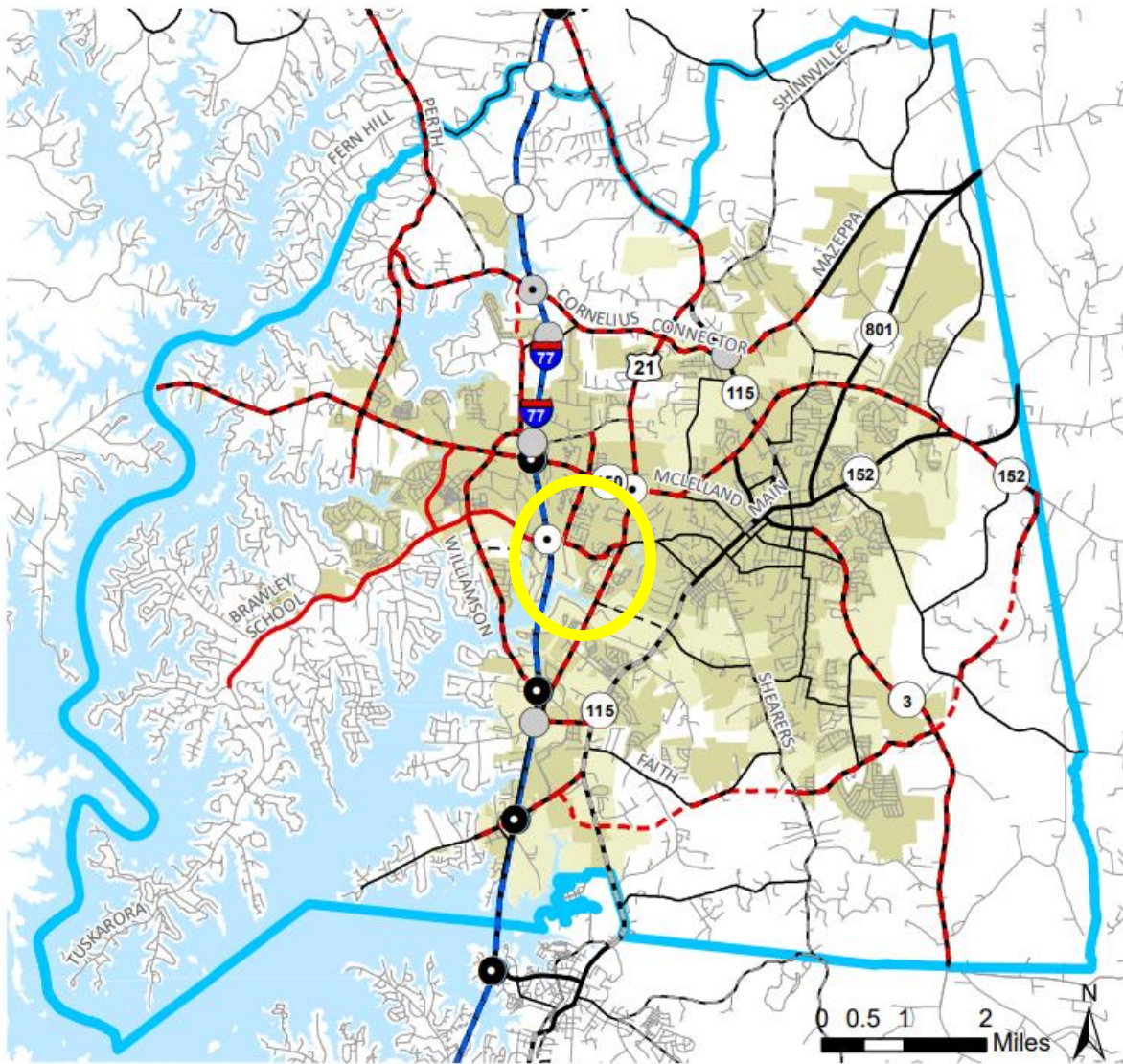
Milestone Status

- Phase I of road engineering complete, build permit expected week of 2/12
- Phase II of road engineering in first review cycle with Town of Mooresville
- Norfolk Southern rail crossing engineering nearly complete with submission expected at end of February
- Phase II of road construction scheduled to begin middle of June, pending timing of Town of Mooresville review and approval

Mooreville Transportation Master Plan

Timber Rd. Extension outlined by yellow circle

Highway Map





M GROUP C O M P A N I E S

Address: 1 Town Center Rd., Suite 675
Boca Raton, FL 33486

Contact: Brian Macho, COO
bmacho@mgrpcompanies.com

Project Name: Norman Village Rd.
Start Date: 7/1/24
Bid Date: 2/7/24

Project Budget

COSTS	Total
Legal	\$600,000
Third Party Due Diligence / Inspections / Testing	\$350,000
Engineers / Consultants	\$800,000
Land Condemnation	\$225,000
Pre-Con / Clearing / Site Prep	\$3,125,000
Site Work / Paving / Landscaping	\$7,150,000
Retaining Walls	\$1,400,000
TIA Mitigation Measures Agreement Requirements*	\$1,250,000
Norfolk Southern Rail Line Crossing	\$2,500,000
Street Trees	\$190,000
Contingency	\$500,000
TOTAL	\$18,090,000

*Only costs directly associated to turn lanes and signalization off Hwy 115 and Hwy 21 included. Other off-site costs required by the TIA MMA not included in this budget.

AFTER RECORDING RETURN TO:

Irvin Law Group, PLLC (CR)
P.O. Box 2376
Davidson, NC 28036

DEVELOPMENT AGREEMENT BY AND BETWEEN

THE TOWN OF MOORESVILLE, NORTH CAROLINA

AND

MOORESVILLE BTR DEVELOPER, LLC

Date: January 13, 2023

EXHIBITS

- Exhibit A: Real Property
- Exhibit B: Ordinance
- Exhibit C: Development Standards
- Exhibit D: Development Schedule and Public Facilities Schedule
- Exhibit E: Planned Development Plan
- Exhibit F: Existing Parcel Owners

DEVELOPMENT AGREEMENT

THIS **DEVELOPMENT AGREEMENT** (together with the Exhibits attached hereto, the “**Agreement**”) is entered into effective as of the 13th day of January, 2023, by and between **THE TOWN OF MOORESVILLE**, a municipal corporation of the State of North Carolina (the “**Town**”), and **MOORESVILLE BTR DEVELOPER, LLC**, a North Carolina limited liability company (with its successors and assigns, the “**Developer**”) authorized to do business in the State of North Carolina. The Town and Developer are sometimes separately referred to in this Agreement as a “party” or jointly referred to as the “parties.”

STATEMENT OF PURPOSE

A. Section 160D-1001(a)(1) of the North Carolina General Statutes provides that “development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources.”

B. Section 160D-1001(a)(2) of the North Carolina General Statutes provides that “such developments often create community impacts and opportunities that are difficult to accommodate with traditional zoning processes.”

C. Section 160D-1001(a)(3) of the North Carolina General Statutes provides that “because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and the phasing of the private development.”

D. Section 160D-1001(a)(4) of the North Carolina General Statutes provides that “such projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development.”

E. Section 160D-1001(a)(5) of the North Carolina General Statutes provides that “such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.”

F. Section 160D-1001(a)(6) of the North Carolina General Statutes provides that “to better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need flexibility to negotiate such developments.”

G. In view of the foregoing, Sections §160D-1001-1012 as they exist on the Effective Date of this Agreement (the “Development Agreement Act”), expressly authorize local governments to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.

H. Section 3.5.2 of the Town of Mooresville’s Unified Development Ordinance (the

“UDO”) authorizes the use of developments agreements and provides additional requirements for such agreements.

BACKGROUND

A. Developer desires to develop the Real Property (the “Property”) consisting of approximately 124.88 acres located north of Foursquare Road, and between North Carolina Highway 21 and North Carolina Highway 115, described on **Exhibit A** attached hereto and incorporated herein by reference. The Existing Parcel Owners of the Property are MOORESVILLE BTR I, LLC, Brenda M. Bass, Templeton Family, LLC and Terry L. Tiller, and through joining and consenting to the rezoning application, said owners have consented to the rezoning and development of the Property. The Developer, by and through subsidiary limited liability companies, has executed contracts to purchase the property with the remaining Existing Parcel Owners and anticipates closing on the properties in November 2022. The purchase contracts will be assigned to MOORESVILLE BTR II, LLC, to close the Property acquisition and, after closing, all the Property will be deeded to the Developer, MOORESVILLE BTR DEVELOPER, LLC. The Parties agree that this Agreement shall be executed by the Town within 10 days after a deed has been recorded conveying title to the Property to the Developer. The Parties agree that vested rights will not attach to the Property until the Property has been purchased by the Developer and the Agreement has been fully executed by all Parties.

B. Developer desires to develop the Property (the “Project”) generally in accordance with the conceptual plans (the “Planned Development Plan” or “Development Plan”) submitted for review and approval to the Town of Mooresville Board of Commissioners. A copy of the Development Plan is attached hereto as Exhibit E and incorporated herein by reference.

C. Developer and Town desire to enter into this Agreement for the purposes of planning for the construction of infrastructure that will serve the Project and the community at large and providing assurances to Developer that it may proceed with the development of the Project in accordance with the provisions hereof and that development standards will remain stable throughout the period of development in accordance with Section 160D-1001 et. seq. of the North Carolina General Statutes.

D. As permitted by Section 160D-1003 of the North Carolina General Statutes, a public hearing for a map amendment, pursuant to Section 2.5.3 of the UDO was held concurrently with the public hearing for this Agreement to rezone the Property to Planned Development District (“PD”), which includes the Planned Development Plan and incorporates the Development Agreement into the zoning map amendment.

E. Pursuant to G.S. 160D-1005, a public hearing regarding this Agreement was held at the October 17, 2022 meeting of the Town Board of Commissioners. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Planned Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Town Board of Commissioners adopted an Ordinance on October 17, 2022,

(a) determining that this Agreement is consistent with the Act, the Town

Comprehensive Plan, and the Current Regulations, hereinafter defined, of the Town, and

- (b) approving this Agreement and the subsequent execution and recording of the Agreement upon conveyance of the Property to Developer. A copy of the Ordinance is attached hereto as **Exhibit B**.

TERMS

NOW, THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the Parties, and incorporating herein the Statement of Purpose and Background set forth above, the Parties agree as follows:

1) Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:

a) “**Applicable Law**” means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.

b) “**Current Regulations**” means all ordinances, resolutions, regulations, and comprehensive plans adopted by the Town on or before the Effective Date affecting the Development of the Project and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to **Section 5** below.

c) “**Developer**” means MOORESVILLE BTR DEVELOPER, LLC, and any person or legal entity who (i) acquires fee simple title to a Parcel from the Developer and (ii) to whom, with respect to such Parcel, MOORESVILLE BTR DEVELOPER, LLC or subsequent transferring Developer expressly assigns, in accordance with Paragraph 12(j) herein, all its existing rights and obligations as Developer under this Agreement. Any person who acquires a Parcel in fee simple title from the Developer without a specific assignment of Developer rights shall be a “Parcel Owner” and not a “Developer” but shall be subject to all burdens and benefits of this Agreement. On the Effective Date of this Agreement, MOORESVILLE BTR DEVELOPER, LLC is the sole Developer.

d) “**Development**” means the planning for or carrying out of a building activity; the making of a material change in the use or appearance of any structure or property; or the dividing of a parcel of land into two or more parcels and is intended by the Parties to include all uses of, activities upon or changes to the Project as are authorized by the Agreement.

e) “**Development Permit**” means any building permit, zoning permit, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development or use of property.

f) “**Development Plan**” means the general, conceptual plan for Development of the Project pursuant to this Agreement attached as Exhibit E

- g) “**Effective Date**” means the date this Agreement has been executed by both the Town and the Developer or, if not executed on the same date, the later of the dates this Agreement is executed by the Town and the Developer. This Agreement shall be recorded in the Iredell County Registry within fourteen (14) days of the date of its execution by the Town. This Agreement shall be executed by the Town within 10 days after a deed has been recorded conveying title to the Property to the Developer.
- h) “**Existing Parcel Owner**” means each of those Parcel Owners described in Exhibit F attached hereto that own an interest in the Property subject to this Agreement on the date of its approval. By joining and consenting to the rezoning application, the Existing Parcel Owners have consented to the rezoning and development of the Property.
- i) “**Local Government**” means the Town of Mooresville or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land development or which provides Public Facilities.
- j) “**Lot**” means any Parcel identified in a Subdivision Final Plat recorded in the applicable land records and as specified in the Current Regulations.
- k) “**Open Space**” means undisturbed and natural areas, parks, athletic fields, landfills that have been or will be converted for open space purposes, trails, buffers, conservation easements, plazas, court yards, and hardscape pedestrian areas, areas utilized for storm water management facilities (i.e., water quality ponds), ponds/lakes etc., and others as specified in the Current Regulations.
- l) “**Parcel**” means any tract of land on which Development may occur in accordance with the Development Plan, including platted Lots and unplatted parcels, but excluding street rights-of-way.
- m) “**Parcel Owner**” means each person, other than a Developer, who owns a fee simple title interest in a Parcel, including all of the Existing Parcel Owners.
- n) “**Party or Parties**” means the Town and the Developer.
- o) “**Project**” means the Development that will occur within and upon the Property pursuant to this Agreement.
- p) “**Property**” means the land consisting of approximately 124.88 acres located north of Foursquare Road, and between North Carolina Highway 21 and North Carolina Highway 115, described on **Exhibit A**.
- q) “**Public Facilities**” refers to those major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems.

r) **“Rail Crossing Project”** means all portions of the Timber Road Extension that fall within the area controlled by Norfolk Southern Railroad, and includes obtaining the approval of Norfolk Southern for a public at grade railroad crossing in this area and ensuring completion of all associated infrastructure required by Norfolk Southern to make improvements within that area. The Rail Crossing Project area is located near the intersection of Highway 115 and Timber Road.

s) **“Subdivision Final Plat”** means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement, as part of the Project.

t) **“Timber Road Extension”** means the multi-lane roadway within the 80-foot right-of-way labeled “Prop. Timber Lake Extension” and “Prop. Timber Road Extension” as shown on the Development Plan. The Timber Road Extension includes all areas that are outside of the Rail Crossing Project as defined herein, and includes a connection to U.S. Highway 21, a connection to Highway 115, and all associated improvements and supporting infrastructure related thereto.

2) Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, partnership, joint venture, or any other relationship where one Party may be held responsible for acts of the other Party. Further, this Agreement is not intended to create, nor does it create a relationship whereby the conduct of Developer constitutes “state action” for any purposes.

3) Legislative Act. Any major modification, as defined herein, to the Development Standards established by this Agreement shall require the approval of the Town Board of Commissioners, subject to compliance with applicable statutory procedures and consistent with **Section 7(b)**. This Agreement constitutes a legislative act of the Town Board of Commissioners. The Town Board of Commissioners adopted this Agreement only after following procedures required by Applicable Law.

4) Covenants Running with the Land. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to the benefit of, the Town, to the Developer, and its successors and assigns. All the provisions of this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to Applicable Law.

5) Applicable Regulations.

a) Applicable Law and Development Standards. Except as otherwise provided in N.C.G.S. 160D-1007, G.S. §160D-108(c) or G.S. §160D-108.1(f), Development of the Project, including, without limitation, approval procedures applicable thereto, shall be in conformance with the Current Regulations and Applicable Law as they exist as of the Effective Date of this Agreement, and the Town may not apply subsequently adopted development ordinances or development policies to the Project without written consent of the Developer. The Town will maintain on file a copy of the UDO and other applicable laws

and regulations as they exist on the Effective Date of this Agreement. Additionally, no future development impact fees shall apply to the Project without written consent of the Developer, including any fees related to the adequate public facilities or other development impact fees. Utility system development fees or tap fees are not considered impact fees and the developer shall be responsible for any and all payments of regular development fees, including, but not limited to system development fees and tap fees in accordance with the applicable fee schedule at time of application. Approval and execution of this Agreement pursuant to Section 160D-1001 et. seq. of the North Carolina General Statutes does not confer additional authority to the Town to impose conditions or restrictions beyond those allowed by the UDO. In the event that state or federal law is changed after the Effective Date of this Agreement and such change prevents or precludes compliance with one or more provisions of this Agreement, the Town, after written notification to the Developer, may modify the affected provisions, upon a finding that the change in state or federal law has a fundamental effect on this Agreement. Such modification shall be considered a major modification and approved in accordance with the procedures of Section 12(b) of this Agreement.

b) Vested Rights. Pursuant to the authority granted therefore in N.C.G.S. 160D-1007 and subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement. As stated in paragraph (A) of this Agreement, the Developer agrees that the Project will not have vested rights until Developer purchases the Property and this Agreement has been executed by all Parties. The Town represents and warrants that the Current Regulations do not contain any provision requiring, in connection with the Project, construction or funding of facilities relating to public education, public health systems and facilities, libraries, public housing, jails and other detention sites, courts, police and trash or garbage disposal sites. Such exemptions shall not, however, exempt Developer from payment of applicable user fees for any such facilities.

c) Amendment of Development Standards. In the event that, during the Development of the Project, Developer determines that a desired aspect of the Project would not conform with the Current Regulations, or the Development Standards set forth in this Agreement on Exhibit D, then the Developer shall request the Town to amend this Agreement to revise the Development Standards, as applicable, and as set forth in **Section 7(b)** and as otherwise provided in this Agreement.

d) Building Codes and Laws Other Than Land Use Regulations. Notwithstanding any other provision which may be construed to the contrary in this Agreement, this Development Agreement does not exempt the Developer or Parcel Owner from compliance with any building, housing, electrical, mechanical, plumbing, or gas code subsequently adopted by the Town or other governmental entity.

e) Updates to Town Ordinances. Where any Town ordinance, resolution, or regulation adopted after the Effective Date hereof (a "New Ordinance"), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The Parties recognize that this section shall not apply to any commitments reflected in this

Agreement; however, such New Ordinance provisions may be applicable to site plan development. For example, if the exterior lighting or sign standards are changed, the Applicant can request to proceed under the new standard. Developer shall submit such request in writing to the Town's Planning and Community Development Director. Within 60 days of such request by Developer in writing, the Town Planning and Community Development Director shall review and respond to such request. Incorporation of such New Ordinance, or portion thereof, shall be a minor modification to the Agreement and the Town shall maintain on file all New Ordinances applicable to the Project

6) Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the development of the Project: plat approvals (preliminary or final), concept plan, site plan, road and drainage construction plan approvals, erosion and sediment control permits, stormwater permits, driveway permits, building permits, certificates of occupancy, town water and/or sewer development contracts, and utility construction and operating permits. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

7) Project Development and Dedications.

a) Project Development. Developer has submitted a Planned Development Plan to the Town Planning and Community Development Director and intends to construct the Project generally in accordance with the Planned Development Plan that is attached to and incorporated in this Agreement as **Exhibit E**, the Development Standards (the "Development Standards") that are attached to and incorporated in this Agreement as **Exhibit C**, and the Development and Public Facility Schedule attached to and incorporated in this Agreement as **Exhibit D**, as such Development Plan, Development Standards, and Development and Public Facility Schedule may be amended from time to time by the Parties during Development of the Project in accordance with this Agreement and Applicable Law. As required by the UDO, the Developer intends to submit a Concept Plan and Site Plan for review and approval by the Town Planning and Community Development Director prior to starting each phase of development.

b) Modifications.

i) Minor Modifications. The Planning and Community Development Director shall determine whether a proposed modification to this Agreement is a major or minor modification pursuant to this Agreement. A minor modification to this Agreement may be approved by the Town Planning and Community Development Director in accordance with the UDO, and such minor modifications shall include the following:

1. Increases in Open Space to be provided.
2. Amendments to correct typographical errors, incorrect internal references or other clerical matters that are necessary for clarity or interpretation and

do not affect the obligations or responsibilities of either Party under this Agreement.

3. Density transfers between phases 2, 3, and 4 that do not result in additional density.

4. Other modifications to the Planned Development Plan and Development Standards or this Agreement that do not:

(a) Increase building heights above those set forth on the Development Plan.

(b) Reduce the perimeter buffer or perimeter landscaping.

(c) Increase density

(d) Remove public road connections.

(e) Adjust the phases shown on the Planned Development Plan, except as permitted by Section 7(b)(i)(3).

(f) Reduce or modify publicly dedicated property and infrastructure.

(g) Delay the completion of Timber Road Extension and associated multimodal improvements in accordance with Town standards.

ii) Major Modifications. Major Modifications are changes that materially affect the basic configuration and intent of the Planned Development Plan and Development Standards, or such changes that would otherwise modify the obligations and rights that were separately negotiated in the course of this Agreement's adoption. Major modifications to this Agreement shall be approved in accordance with the provisions of Section 12(b) of this Agreement.

c) Developer Obligations

i) Timber Road Extension. As a condition of approval of this Agreement, the Developer agrees to build the Timber Road Extension and all supporting infrastructure related thereto (i.e. sidewalks, curb and gutter, etc.) in accordance with all applicable Town standards and requirements and as required by the Transportation Impact Analysis. Supporting infrastructure shall include a public waterline with connections to the existing public water along Highway 21 and Highway 115 sized to meet existing and future demands for the service area. The Timber Road Extension as defined herein is defined separately from the Rail Crossing Project, and the Rail Crossing Project includes all portions of the Timber Road Extension that are located within the areas controlled by Norfolk Southern. The Parties acknowledge that

the Developer must obtain approval from Norfolk Southern for the Rail Crossing Project, which may be constructed on a different timeline than the Timber Road Extension. For purposes of completing the Timber Road Extension, prior to site plan approval for Phase 2 of the Project, the Developer agrees to submit 100% design plans for the Timber Road Extension to the Town, and agrees to post a performance bond in accordance with G.S. 160D-804.1 and the UDO to guarantee completion of construction of the portions of the Timber Road Extension that remain incomplete for Phases 3, 4 and 5, and in such amount as determined by an approved engineer's estimate and the UDO. Performance bonds shall be updated annually pursuant to UDO requirements and to ensure current costs are included. Notwithstanding the foregoing, the Timber Road Extension shall be constructed by the Developer prior to approval of any final plats by the Town for Phases 3, 4, or 5 of the Project. The term "constructed" as used in this subsection means that the Timber Road Extension must be complete except for the final lift of asphalt, sidewalk, and street trees, which may remain subject to an appropriate performance guarantee pursuant to UDO requirements.

- ii) Plat Approval and Right of Way Dedication. As a condition of approval of this Agreement, the Developer agrees to plat and dedicate the right-of-way necessary for the construction of the Timber Road Extension. The right-of-way plat identifying the land to be publicly dedicated shall be approved pursuant to the UDO and recorded as part of or prior to the site plan approval for Phase 1 and prior to construction of Phase 1 commencing.

- iii) Railroad Crossing Approval. The Developer shall be responsible for securing approval from Norfolk Southern and NCDOT for the Rail Crossing Project and using reasonable and good faith efforts to ensure completion of all required infrastructure related thereto. Securing such approval for the Rail Crossing Project is an essential element of this Agreement. Developer shall use its best efforts to secure such approval for the Rail Crossing Project prior to beginning construction of the Project. Prior to or at such time that Developer submits site plans to the Town for the development of Phase 2, the Developer shall submit 100% design plans for the Rail Crossing Project to Norfolk Southern, which includes design for the closures of the existing public crossings, and to submit a copy of the rail crossing design plans and associated application, if any, to the Town as evidence that the project has been submitted to Norfolk Southern. If the Rail Crossing Project is not completed prior to site plan approval for Phase 2 of the Project, the Developer shall post a Two Million and 00/100 Dollar (\$2,000,000.00) cash bond with the Town for the Rail Crossing Project. Upon obtaining approval for the Rail Crossing Project by Norfolk Southern, Developer agrees to work diligently to ensure completion of the Rail Crossing Project in a timely manner. The Developer may request up to four partial releases of the cash bond as reimbursement for work that has been completed for the Rail Crossing Project. Any funds remaining in the cash bond account after completion of the Rail Crossing

Project shall be returned to the Developer. The Planning Director shall process the release request within 30 days of receiving written request from the Developer. After receiving the approval of Norfolk Southern for the Rail Crossing Project, the Developer shall use reasonable and good faith efforts to ensure completion of the Rail Crossing Project prior to approval of any final plats by the Town for Phases 3, 4, or 5 of the Project.

- iv) The Town agrees that because the Rail Crossing Project is contingent upon approval by Norfolk Southern, the Developer's failure to obtain approval from Norfolk Southern after reasonable and good faith efforts to do so will not be considered a material breach of this Agreement. If by 2032, the Rail Crossing Project is not completed, the Town in its discretion may use the cash bond to complete the Rail Crossing Project, and the Developer agrees to give ownership of the 100% design plans for the Rail Crossing Project to the Town. Nothing in this section should be construed to alleviate the Developer of its obligations to use reasonable and good faith efforts to complete the Rail Crossing Project pursuant to this Agreement.
- v) Transportation Impact Analysis. Developer agrees to conduct a Transportation Impact Analysis in coordination with the Town and NCDOT and agrees to perform all transportation mitigation measures identified by the Transportation Impact Analysis. All mitigation measures shall be performed at the expense of the Developer. The Transportation Impact Analysis shall be completed as described in the UDO and the adopted Mooresville Transportation Impact Analysis Policy. The Town and Developer agree that all roads owned, managed, and maintained by the State of North Carolina are subject to permits and approvals of NCDOT and no part of this Agreement shall be deemed binding upon NCDOT.
- vi) Schedule for Development.
 - (1) Developer agrees that site construction shall commence no later than five (5) years from the Effective Date of this Agreement.
 - (2) Developer agrees that the Timber Road Extension will be completed prior to final plat approval of Phases 3, 4, or 5 of the Project, and anticipates completing the Timber Road Extension within 5 years after site construction begins.
 - (3) Developer agrees that after receiving the approval of Norfolk Southern for the Rail Crossing Project, the Developer shall use reasonable and good faith efforts to ensure completion of the Rail Crossing Project prior to approval of any final plats by the Town for Phases 3, 4, or 5 of the Project, and anticipates that the Rail Crossing Project will be completed within 5 years after site construction begins.

(4) Developer agrees to the Development Schedule and Public Facilities Schedule attached hereto as Exhibit D.

vii) Dedication of Infrastructure. The Developer and Town agree that as part of this Agreement, that the Timber Road Extension, the right-of-way for the Timber Road Extension, the Greenways, and standard utilities that are located in public rights-of-way or other public infrastructure or easements shall be dedicated to the Town in accordance with the Development Schedule and will be accepted by the Town of Mooresville upon completion after Town staff reviews and approves that the construction meets applicable Town standards, and such acceptance is in accordance with applicable Town policies and procedures for acceptance. The planting, care, and maintenance of public street trees shall be the responsibility of the Developer, or such HOA or property management company designated by the Developer, and shall be carried out to all Town standards for public trees unless the Town, in its sole discretion, decides to take over these responsibilities at some point in the future.

viii) Highway 21 Connection. Developer shall exercise reasonable and good faith efforts to obtain from any relevant property owners, at its sole cost and expense, the right-of-way necessary to construct and install the Timber Road Extension or any other improvements identified by the Transportation Impact Analysis.

d) Town Obligations

i) Crossing Closures. The Town agrees to the closure of the public road railroad crossings as required by NCDOT Rail, and if public road crossing closures are required, such closings may be located at Mills Avenue, Norman Drive, or such other locations as determined by the Town Board. The Town will provide approval of such closures at such time as required by Norfolk Southern. Developer will be responsible for all design, demolition and construction costs required to complete crossing closures per Norfolk Southern requirements.

ii) Acquisition of Right of Way. If acquisition of right of way is necessary to meet any of the requirements of this Agreement, Developer shall exercise reasonable and good faith efforts to obtain from the relevant property owners, at its sole cost and expense, the right-of-way necessary to construct and install the Timber Road Extension and other improvements identified by the Transportation Impact Analysis. In the event that Developer is unable to obtain any of the required right-of-way after exerting reasonable good faith efforts to do so, and the Town, in the exercise of its discretion to open streets, has determined that certain property is needed for a public purpose and has made the independent determination that eminent domain is necessary, then the Town shall obtain the required right-of-way or other property by

purchasing the same or through eminent domain proceedings. In the event that the Town purchases any property required, Developer shall reimburse the Town for the reasonable purchase price and any reasonable expenses related thereto. In the event that the Town acquires any property through eminent domain proceedings, Developer shall reimburse the Town for any award of just compensation and/or damages (as determined through settlement or verdict), including interest, that the Town is required to pay, and for appraisal fees, reasonable attorney's fees and other reasonable costs and expenses incurred by the Town in connection therewith. The Town shall select such condemnation counsel of its choosing.

8) Town Assistance and Railroad Crossing. To the extent that any county or other local government, state, federal or railroad approvals are required in connection with the Development of the Project, the Town shall use its best efforts to facilitate and assist Developer in obtaining such approvals in an expeditious manner. The Developer acknowledges it will be solely responsible for obtaining right-of-way and working with NCDOT and Norfolk Southern Railroad to obtain all necessary permits and agreements for the Timber Road Extension and the Rail Crossing Project. The Town agrees it will use its best efforts to assist the Developer in working with NCDOT and Norfolk Southern, and the Town agrees to contribute an amount not to exceed \$750,000.00 or 50% of the cost, whichever is less, to Developer to reimburse the Developer for the cost, if any, for engineering and construction costs assessed by Norfolk Southern for the Rail Crossing Project. Developer shall submit invoices and proof of payment to the Town, and upon receipt of such appropriate documentation, the Town will reimburse the Developer for such costs within 30 days, with such amount not to exceed \$750,000.00 or 50% of the costs, whichever is less. The benefit under this Agreement to the Town is securing the Timber Road Extension which is identified as a future public road in the Comprehensive Transportation Plan. Failure to secure approval of the Rail Crossing Project after reasonable and good faith efforts to do so shall not be considered a material breach of this Agreement in accordance with Section 10 of this Agreement. As set forth in Section 7 of this Agreement, if the Rail Crossing Project is not completed prior to site plan approval for Phase 2 of the Project, Developer will post a Two Million and 00/100 Dollar (\$2,000,000.00) cash bond in accordance with G.S. 160D-804.1 and the UDO as set forth in Section 7.

9) Annual Report by Developer. Developer shall on an annual basis submit a written report to the Planning and Community Development Director on the Development undertaken pursuant to this Agreement that provides all necessary information for the Planning and Community Development Director to assess the Developer's good faith compliance with the terms of this Agreement. The report should include, but not be limited to, the status of meeting the Developer's obligations under this Agreement, any Development Permits issued, the status of obtaining approvals from Norfolk Southern, NCDOT or other third parties, all dedications, acquisition, or installation of infrastructure by Developer, and the projected schedule for development of the Project in the forthcoming year. An initial report should be submitted by December 31, 2023 to the Planning and Community Development Director and by December 31 of each subsequent year. Upon receipt of this report, the Planning and Community Development Director shall undertake the Periodic Review as set forth in Section 10 of this Agreement.

10) Periodic Compliance Review and Material Breach.

- a) The Planning and Community Development Director or his or her designee shall review the Project and this Agreement at least once every twelve (12) months, at which time Developer shall demonstrate good-faith compliance with the terms of this Agreement. Failure by the Town to determine noncompliance of the Agreement shall not constitute a waiver of any material breach or default detected at a later date.
- b) Material Breach. If, as a result of its periodic review or at any other time, the Town finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Town shall serve notice in writing upon Developer setting forth with reasonable particularity the nature of the material breach and the evidence supporting the finding and determination, and Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, Developer shall be permitted such time as reasonably necessary to effect such cure so long as Developer shall use commercially reasonable efforts to diligently prosecute such cure. If there is a dispute as to whether the Developer is using commercially reasonable efforts to cure a material breach, the Parties agree that such determination shall be made by a mutually agreed upon third party who is a recognized specialist in construction or construction law, or such other third party as mutually agreed to by the Parties.
- c) Termination or Modification by the Town. If the Developer fails to cure the Material Breach under Section 10(b) of this Agreement, then the Town Board may elect to unilaterally terminate or modify this Agreement by giving notice of its election to terminate or modify the Agreement. If election is to modify this Agreement, the notice shall describe the proposed modifications. Any notice of termination or modification by the Town may be appealed to the Town's Board of Adjustment within 30 days of receipt of the notice and in the manner provided by G.S. §160D-405. If the Town Board elects to unilaterally modify the Agreement, the Developer may elect for the Agreement to be terminated rather than accede to the modified Agreement by giving written notice to the Town within 30 days after receipt of the notice of modification. If this Agreement has been terminated, a notice of termination shall be recorded in the Iredell County Registry. Upon the recording of such notice of termination, the vested rights provided for in this Agreement shall also terminate.
- d) Other Remedies Available. Nothing in this section shall preclude the Parties from all other remedies available under the law.
- e) Failure to meet Commencement or Completion Dates. As specifically provided in G.S. 160D-1006, the failure to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement pursuant to G.S. 160D-1008, but must be judged based upon the totality of the circumstances.

11) Default.

- a) Default and Cure Period. In addition to the rights and remedies outlined in Section 10 of this Agreement, the failure of the Town or the Developer to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting Party to pursue such remedies as allowed by applicable law, provided however that no termination or modification of this Agreement may be declared by the Town without first granting Developer notice and opportunity to cure as provided in Section 10. Upon the occurrence of a default, the non-defaulting Party shall provide written notice to the defaulting Party of the default, and the defaulting Party shall have sixty (60) days to cure such default, provided that if such default cannot be cured within sixty (60) days using commercially reasonable efforts, the defaulting Party shall be permitted such time as reasonably necessary to effect such cure so long as commercially reasonable efforts are used to diligently prosecute such cure.
- b) Legal Actions. If a defaulting Party fails to cure a default, the non-defaulting Party, in addition to any other rights or remedies under this Agreement, may terminate this agreement, or may institute legal action against a defaulting Party to cure, correct, or remedy any default or material breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement, or to obtain any remedies consistent with the purposes of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Iredell, State of North Carolina, and the Parties hereto submit to the personal jurisdiction of such court without application of any conflicts of laws provisions of any jurisdiction.
- c) Administrative Remedies. The Parties to this Agreement recognize that, in addition to any other rights or remedies that may be available, the Town has the right to enforce its rules, policies, regulations, and ordinances, and in the event that the Developer fails to perform any covenants, commitments, or other obligations, the Town is authorized to all remedies available by law or ordinance, and may withhold permits or other such approvals until such default is cured.
- d) Negotiation. In the event any Party believes another Party is in default or is in material breach of this Agreement, the Parties shall make a good faith effort to negotiate and informally resolve the issues in dispute prior to terminating this Agreement.
- e) Notwithstanding any provision in this Agreement to the contrary, in no event shall either Party be liable to the other Party (or to any third party, whether or not claiming through such other Party) for indirect, consequential, special, incidental, exemplary or punitive damages (including, without limitation, lost profits of any kind or nature whatsoever).

12) General Provisions.

a) Term. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall continue for twenty (20) years unless sooner terminated in accordance with the provisions of this Agreement. This Agreement term has been established by the Parties as a reasonable estimate of the time required to complete the Development of the Property and for the Town to obtain the public benefits of the Development. Site construction shall commence no later than five (5) years from the Effective Date of this Agreement. Thereafter, the end of the term of this Agreement, may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement, provided, however, that this Agreement may be renewed for no more than two (2) successive five (5) year periods by mutual agreement of the Parties. The Town Manager shall be the responsible party for the Town to review, consider, and agree or disagree with a renewal of this Agreement. If the Town Manager disagrees with providing an extension, the Developer may request that the extension be reviewed by the Town Board following the process and standards for a Major Modification as described in section 12.b.

b) Amendment. As required by NCGS Section 160D-1006(e), major modifications shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Agreement. A major modification is defined in Section 7 of this Agreement. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the Parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the Town, after written notification to the Developer, may modify the affected provisions, upon a finding that the change in state or federal law has a fundamental effect on this Agreement. Such modification shall be considered a major modification and the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.

c) Termination. This Agreement may be terminated as otherwise provided for in this Agreement or by the mutual Agreement of the Parties. Any termination of this Agreement shall be recorded in the Iredell County Register of Deeds.

d) Severability. If any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

e) Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the Parties' intentions with respect to the subject matter hereof.

f) Further Assurances. The Parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party or other

governmental entity or official challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action.

g) Governing Law. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws.

h) No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town monies, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the Town Board. To the extent of any conflict between this section and any other provision of this Agreement, this Section shall control. This Agreement has been pre-audited to ensure compliance with the budgetary accounting requirements that may apply. This Agreement is conditioned upon, and shall not become operative until, any required pre-audited certification is supplied.

i) Limitation of Liability. The Town will look solely to the Developer, as applicable, as to any rights it may have against such Party under this Agreement, and hereby waives any right to assert claims against limited partners, managers, affiliates, or members of the Developer. Likewise, Developer agrees to look solely to the Town as to any rights it may have against the Town under this Agreement and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the Town, its Town Board of Commissioners members, agencies, boards, or commissions

j) Successors and Assigns. The Developer may at any time assign its respective rights and responsibilities hereunder. No such assignment shall be effective until a written assignment is executed by the assignor and the assignee and recorded in the Iredell County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement. The term "Developer" as used herein, shall denote: (1) the named Developer herein, and (ii) any successor or assign of Developer hereunder. This Agreement shall be recorded against the Property by Developer within fourteen (14) days after the Effective Date, and the rights and obligations of Developer contained herein shall run with the land.

k) Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not Parties or successors and assigns to this Agreement.

l) Town Approval of Agreement. The Town Board of Commissioners has approved the Project under the process set forth in Applicable Law on the terms and conditions set forth in this Development Agreement.

m) Recordation. As required by G.S. 160D-1011, the Developer shall record the agreement

with the Iredell County Register of Deeds within fourteen (14) days after the execution of the Development Agreement by the Town.

n) Estoppel Certificate. Upon request in writing from Developer, the Town will provide a certificate (the "**Certificate**") in recordable form that, solely with regard to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The Town will respond to such a request within thirty (30) days of the receipt of written notice of the request. The Certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action by the Town to enforce compliance with this Agreement, on account of a violation or alleged violation hereof existing as of the date of the Certificate, may be brought against Developer alleging any violation of the terms and covenants affecting such portion of the Real Property as is the subject of the Certificate except as otherwise described in the Certificate. If the Town shall not respond to such request within thirty (30) days of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the requesting Party, including a copy of the request and the notice of receipt, and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this Section.

o) Construction of Agreement. Both Parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a Party hereto because such Party drafted it or caused it to be drafted.

p) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

q) Attorneys' Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearing, the prevailing Party shall be entitled to receive from the other Party thereto reimbursement for all reasonable attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

r) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses, or such other address as such Party may from time to time direct by written

notice:

To the Town:

Town of Mooresville Town Manager
Attn: Randy Hemann
413 North Main Street
Mooresville, NC 28115
704-662-3188
rhemann@mooresvillenc.gov

With copies to:

Town of Mooresville Planning and Community Development Director
Attn: Danny Wilson
413 North Main Street
Mooresville, NC 28115
704-662-7040
dawilson@mooresvillenc.gov

And to:

Town of Mooresville Town Attorney
Attn: Sharon Crawford
413 North Main Street
Mooresville, NC 28115
704-799-4162
scrawford@mooresvillenc.gov

To the Developer:

Brian Macho
MOORESVILLE BTR DEVELOPER, LLC
Attn: Sarah Spangler
2485 E. Southlake Blvd., Ste. 220
Southlake, TX 76092

With copies to:

Irvin Law Group, PLLC
Attn: Cindy Reid
19726 Zion Avenue
Cornelius, NC 28031
704.896.0820
cindy@irvinlawgroup.com

s) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.

t) Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the Town and the Developer relative to the Project and supersedes all previous agreements. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these Parties relative to the matters addressed herein other than as set forth or as referred to herein or as contained in the UDO, Current Regulations, or as expressed in the development conditions applicable to this Property.

u) Time for Performance. Any reference to “day” or “days” herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Mooresville, North Carolina shall be automatically extended to the following business day.

v) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any exhibits or any of the Related Agreements, the more stringent requirements shall apply.

[SIGNATURE PAGES TO FOLLOW]

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



By: _____
Name: Evans Ballard
Title: Finance Director

State of North Carolina
County of ~~Rowan~~ ^{Rowan} ~~Frederick~~

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Evans Ballard personally appeared before me this day and acknowledged to me that he is Finance Director of the Town of Mooresville and that he executed the foregoing document for the purpose indicated.

Date: January 11, 2023
(affix seal or stamp here)



Notary Public
Printed/Typed Name: Jane Wise Crosby
My Commission Expires: 07-13-2027

IN WITNESS WHEREOF, this Development Agreement has been executed by the Town and Developer, effective on the Effective Date hereof.



TOWN OF MOORESVILLE

By: *Miles Atkins*
Printed Name: Miles Atkins
Title: Mayor, Town of Mooresville

Attest: *Genevieve Glaser*
Genevieve Glaser, Town Clerk

State of North Carolina
County of Rowan


I, the undersigned, a Notary Public of the County and State aforesaid, certify that Miles Atkins personally appeared before me this day and acknowledged to me that he is the Mayor of the Town of Mooresville, and that Genevieve Glaser personally appeared before me this day and acknowledged to me that she is the Town Clerk of the Town of Mooresville, a municipal corporation of the State of North Carolina, and that by authority duly given and as the act of the Town's Board of Commissioners, the foregoing document was signed in the Town's name by its Mayor, sealed with its Town seal, and attested by the Town Clerk.

Date: January 11, 2023
(affix seal or stamp here)

Jane Wise Crosby
Notary Public
Printed/Typed Name: Jane Wise Crosby
My Commission Expires: 07-13-2027



MOORESVILLE BTR DEVELOPER, LLC

By: 
Printed Name: PATRICK MARINO
Title: Manager

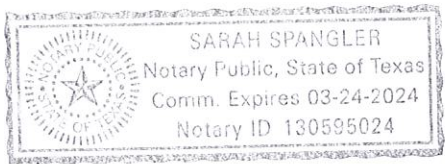
Texas §5
State of ~~North Carolina~~

County of Tarrant

I, the undersigned, a Notary Public of the County and State aforesaid, certify that PATRICK MARINO personally appeared before me this day and acknowledged to me that, by authority duly given, he/she executed the foregoing document on behalf of MOORESVILLE BTR DEVELOPER, LLC, a North Carolina limited liability company, in the capacity as Manager of the limited liability company.

Date: 01/13/2023

(affix seal or stamp here)

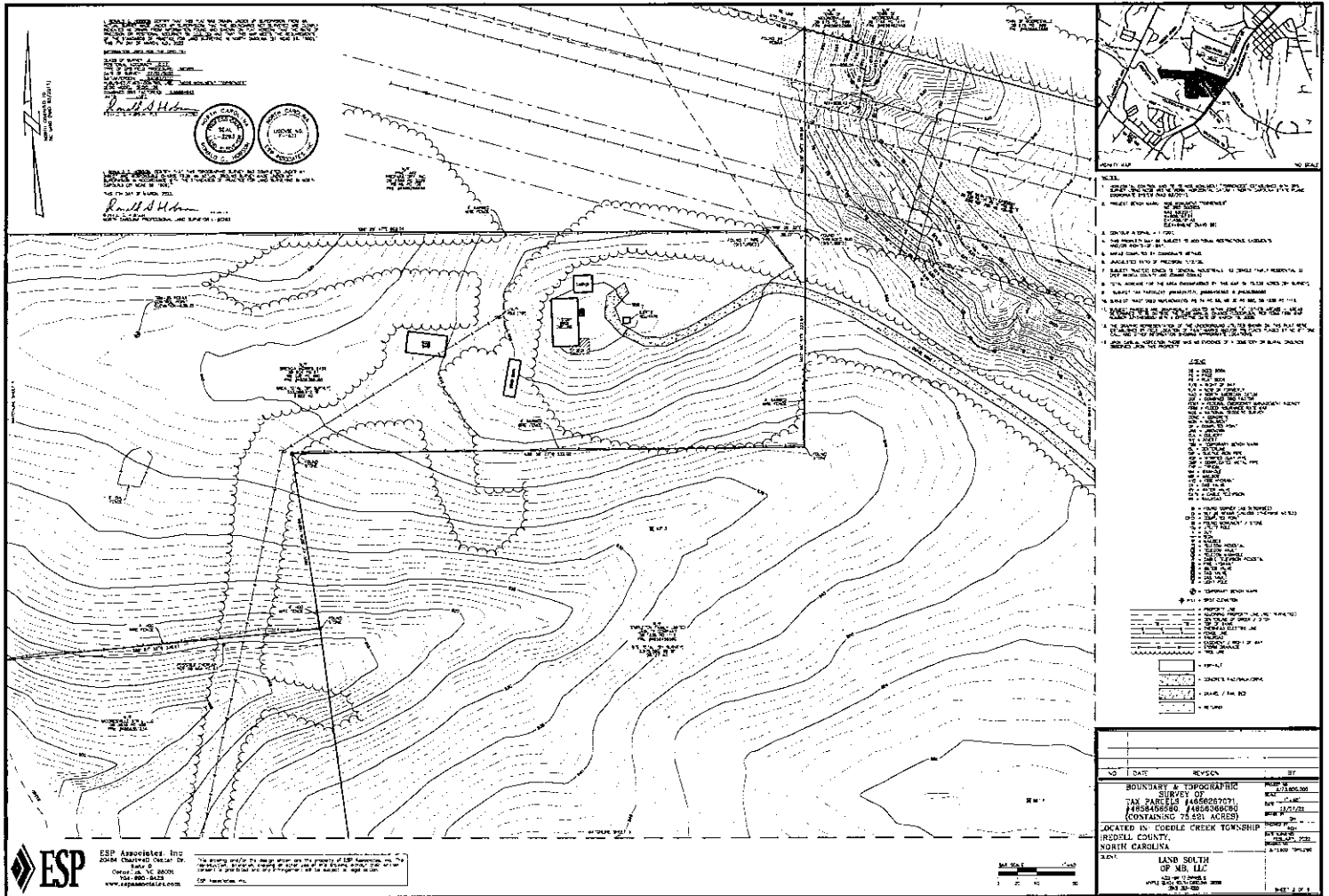



Notary Public
Printed/Typed Name: Sarah Spangler
My Commission Expires: 03/24/2024

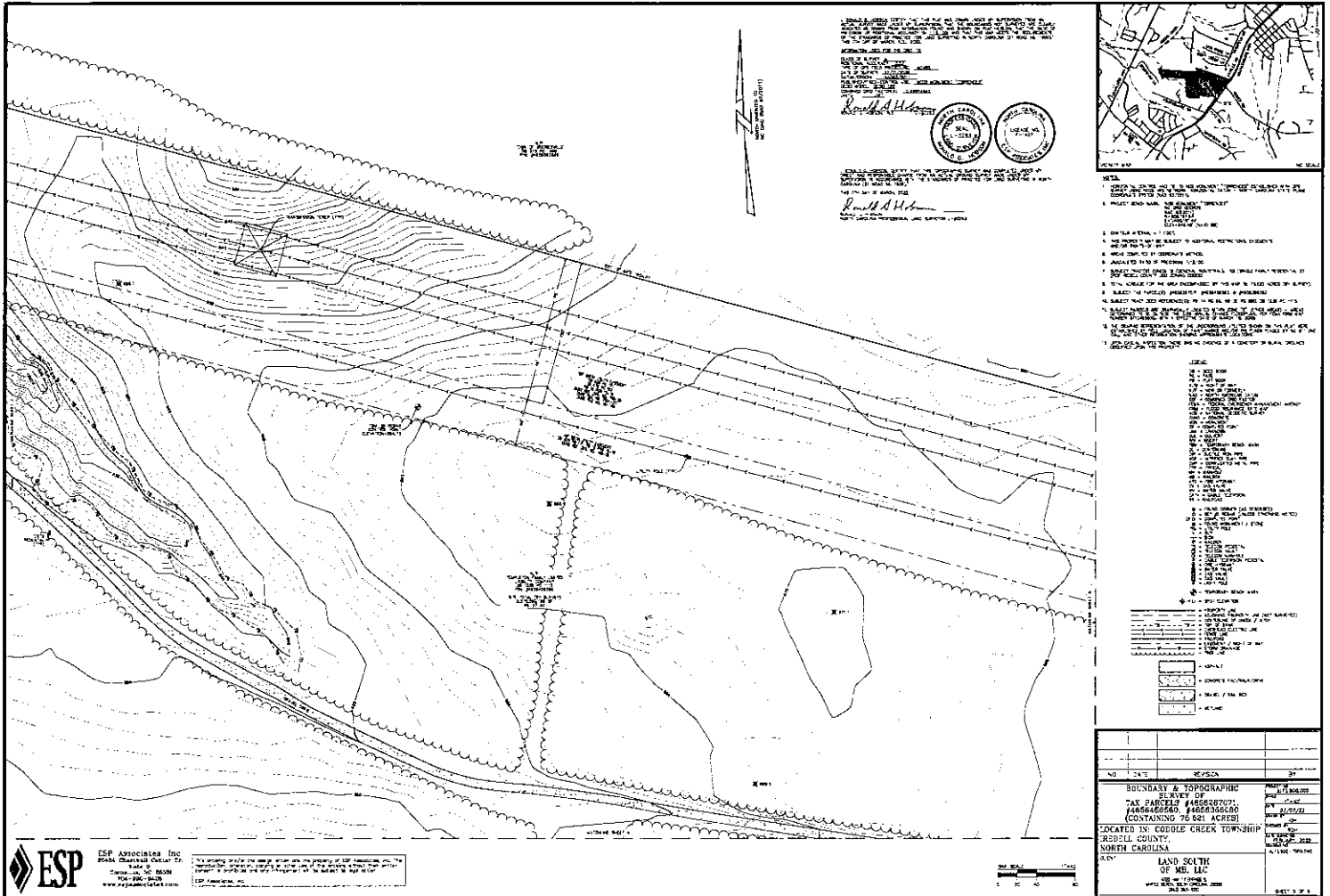
EXHIBIT A

Real Property

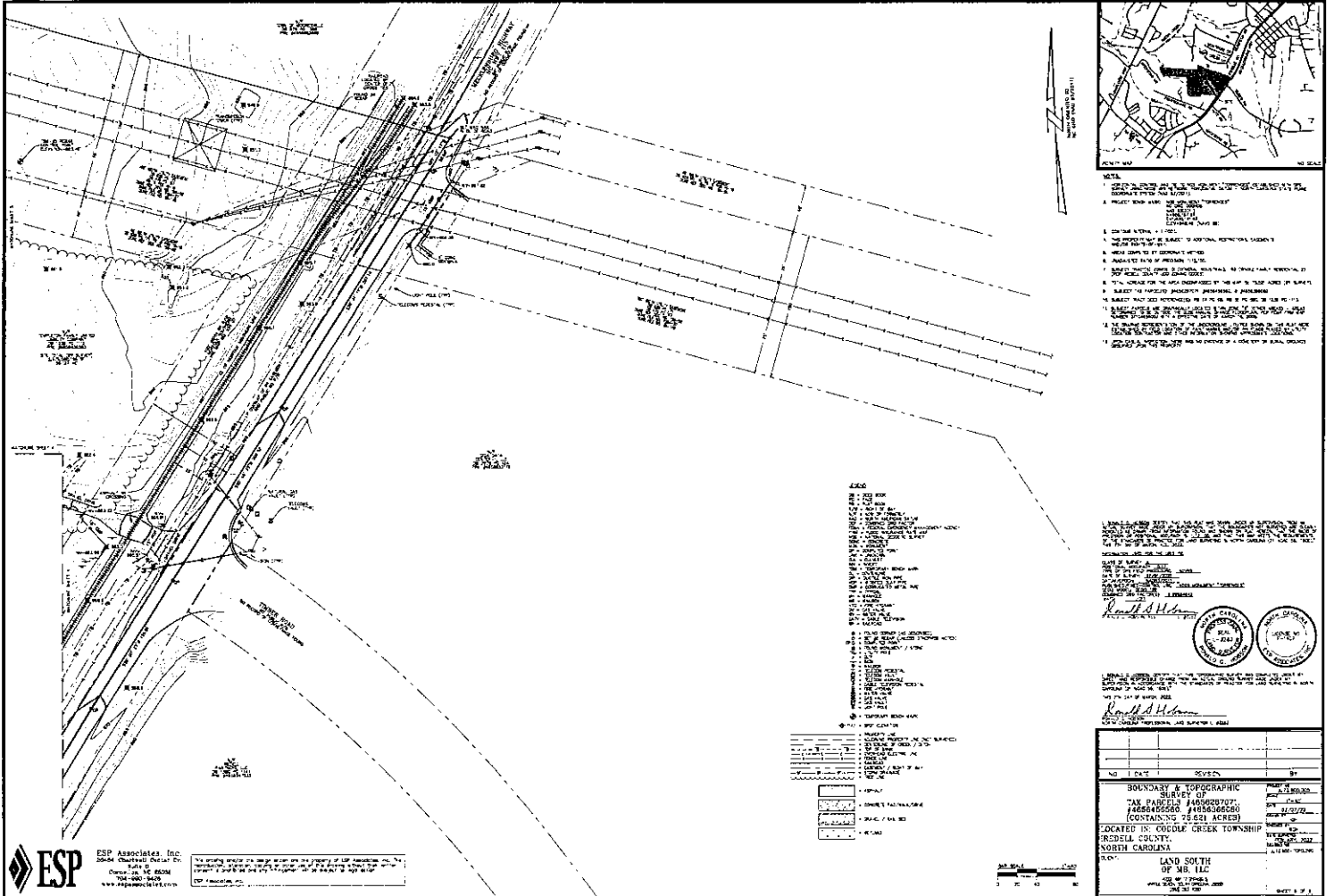
[Topography Plats Attached]



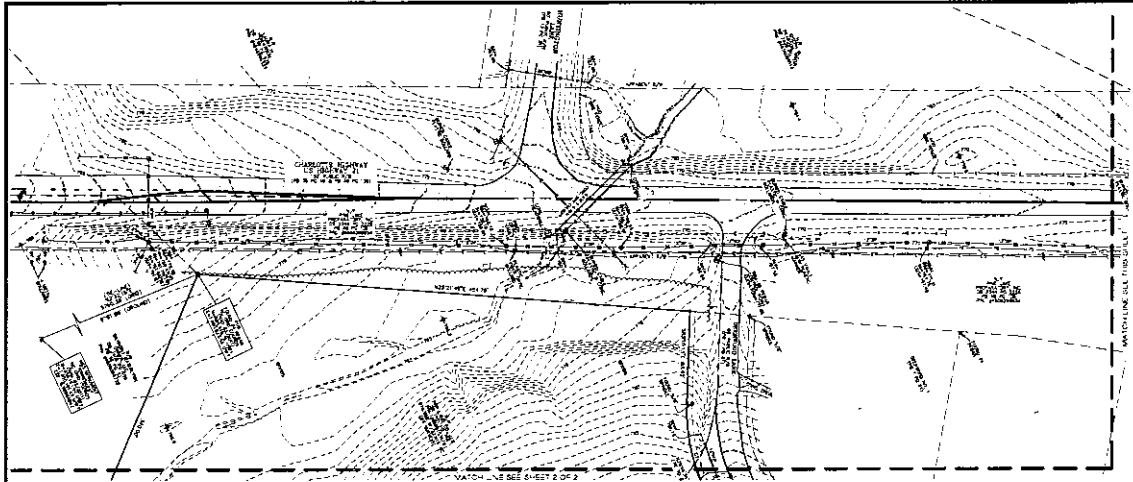
THIS MAP MAY NOT BE A CERTIFIED SURVEY
 AND HAS NOT BEEN REVIEWED BY A
 LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH
 ANY APPLICABLE LAND DEVELOPMENT REGULATIONS
 AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH
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LEGEND

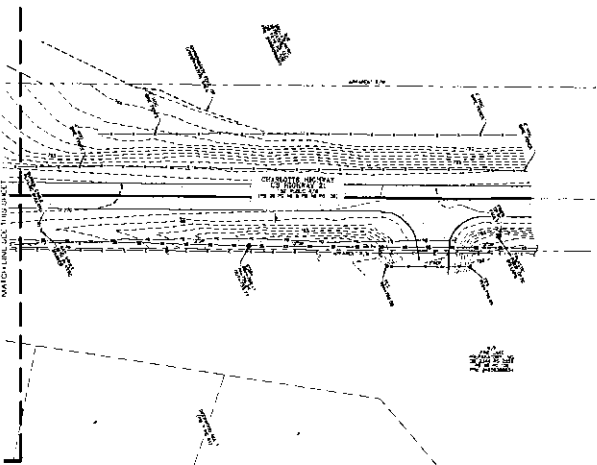
- SOLID LINE - BOUNDARY
- DASHED LINE - PROPERTY LINE
- DOTTED LINE - EASEMENT
- LONG DASHED LINE - R/W
- WAVE LINE - WETLAND
- THICK SOLID LINE - CRASHAUX ROAD
- THICK DASHED LINE - NEEDY CREEK
- CROSS-HATCHED - UNDEVELOPED LAND
- DIAGONAL HATCH - DEVELOPED LAND
- STIPPLE - WATER
- CIRCLER WITH 'X' - WELP CENTER
- SQUARE WITH 'X' - TYPICAL STRUCTURE

BOUNDARY & TOPOGRAPHIC SURVEY

DATE: _____

BY: _____

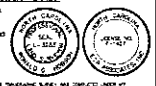
1. ALL SURVEYS SHALL BE ACCORDING TO THE BEST PRACTICES OF THE SURVEYING PROFESSION.
2. THE PROPERTY LINES SHOWN ON THIS MAP ARE THE RESULT OF A TOPOGRAPHIC SURVEY CONDUCTED BY ESP ASSOCIATES, INC.
3. THE MAP IS TO BE USED AS A REFERENCE ONLY. THE PROPERTY LINES SHALL BE SHOWN BY A SOLID LINE.
4. THE PROPERTY LINES SHOWN ON THIS MAP ARE THE RESULT OF A TOPOGRAPHIC SURVEY CONDUCTED BY ESP ASSOCIATES, INC.
5. THE PROPERTY LINES SHOWN ON THIS MAP ARE THE RESULT OF A TOPOGRAPHIC SURVEY CONDUCTED BY ESP ASSOCIATES, INC.
6. THE PROPERTY LINES SHOWN ON THIS MAP ARE THE RESULT OF A TOPOGRAPHIC SURVEY CONDUCTED BY ESP ASSOCIATES, INC.
7. THE PROPERTY LINES SHOWN ON THIS MAP ARE THE RESULT OF A TOPOGRAPHIC SURVEY CONDUCTED BY ESP ASSOCIATES, INC.
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10. THE PROPERTY LINES SHOWN ON THIS MAP ARE THE RESULT OF A TOPOGRAPHIC SURVEY CONDUCTED BY ESP ASSOCIATES, INC.



Area Table

Area #	Description	Area (Acres)
1	CRASHAUX ROAD	1.0000
2	NEEDY CREEK	1.0000
3	UNDEVELOPED LAND	1.0000
4	DEVELOPED LAND	1.0000
5	WATER	1.0000
6	WETLAND	1.0000
7	TOTAL	7.0000

NOTICE: THIS MAP IS A PRELIMINARY SURVEY AND SHOULD NOT BE USED FOR ANY PURPOSES OTHER THAN AS A REFERENCE ONLY. THE PROPERTY LINES SHOWN ON THIS MAP ARE THE RESULT OF A TOPOGRAPHIC SURVEY CONDUCTED BY ESP ASSOCIATES, INC.



The property owner or their authorized agent is hereby authorized to execute and record this plat and to execute and record any other documents necessary to carry out the intent and purpose of this plat.



ESP Associates, Inc.
 3044 Charlotte Center Dr.
 Suite 100
 Charlotte, NC 28209
 Tel: 704.366.3400
 Fax: 704.366.3401
 www.ESPAssociates.com

NO.	DATE	SECTION	BY

BOUNDARY & TOPOGRAPHIC SURVEY

BY: _____

DATE: _____

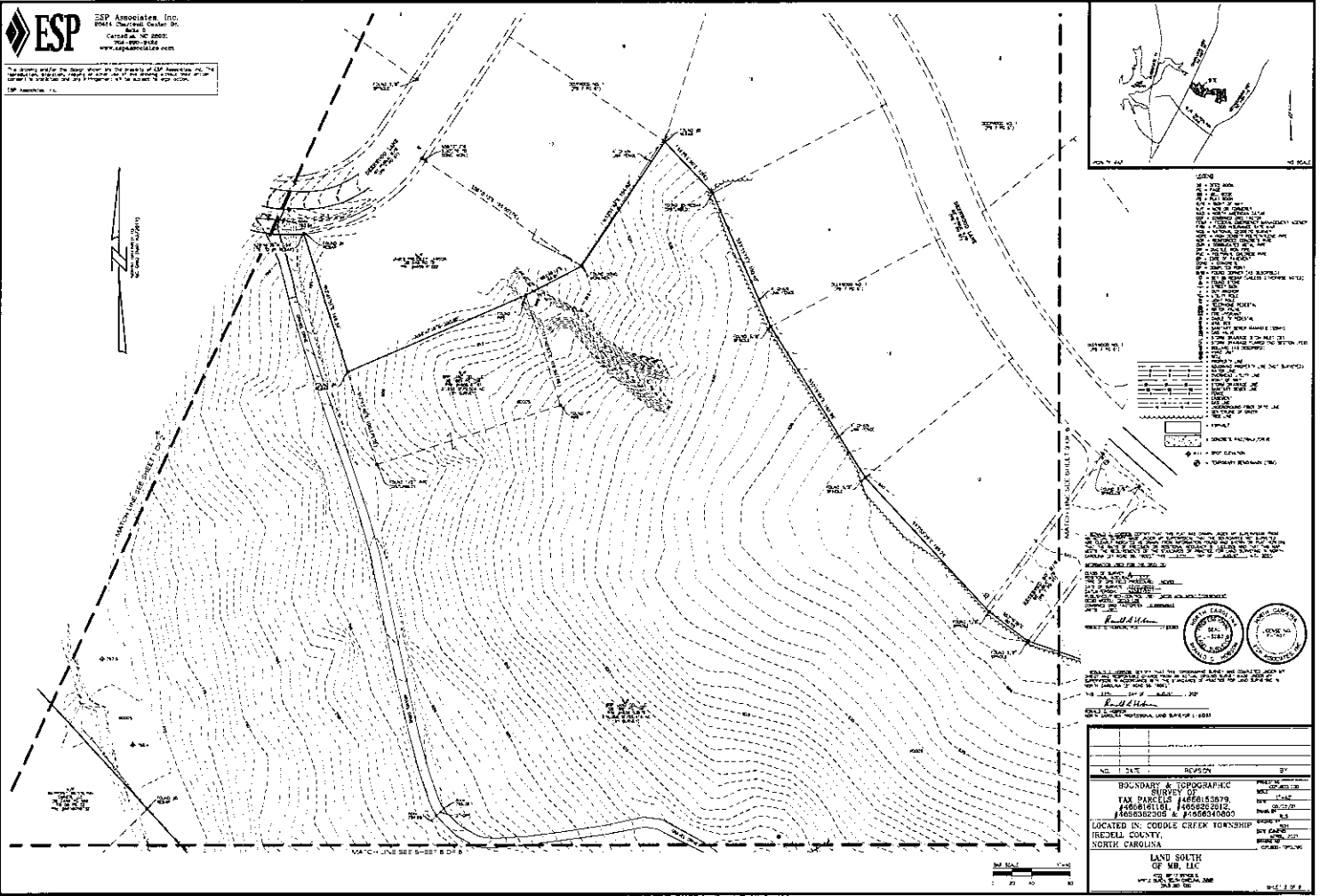
ESP ASSOCIATES, INC.

3044 CHARLOTTE CENTER DR. SUITE 100, CHARLOTTE, NC 28209

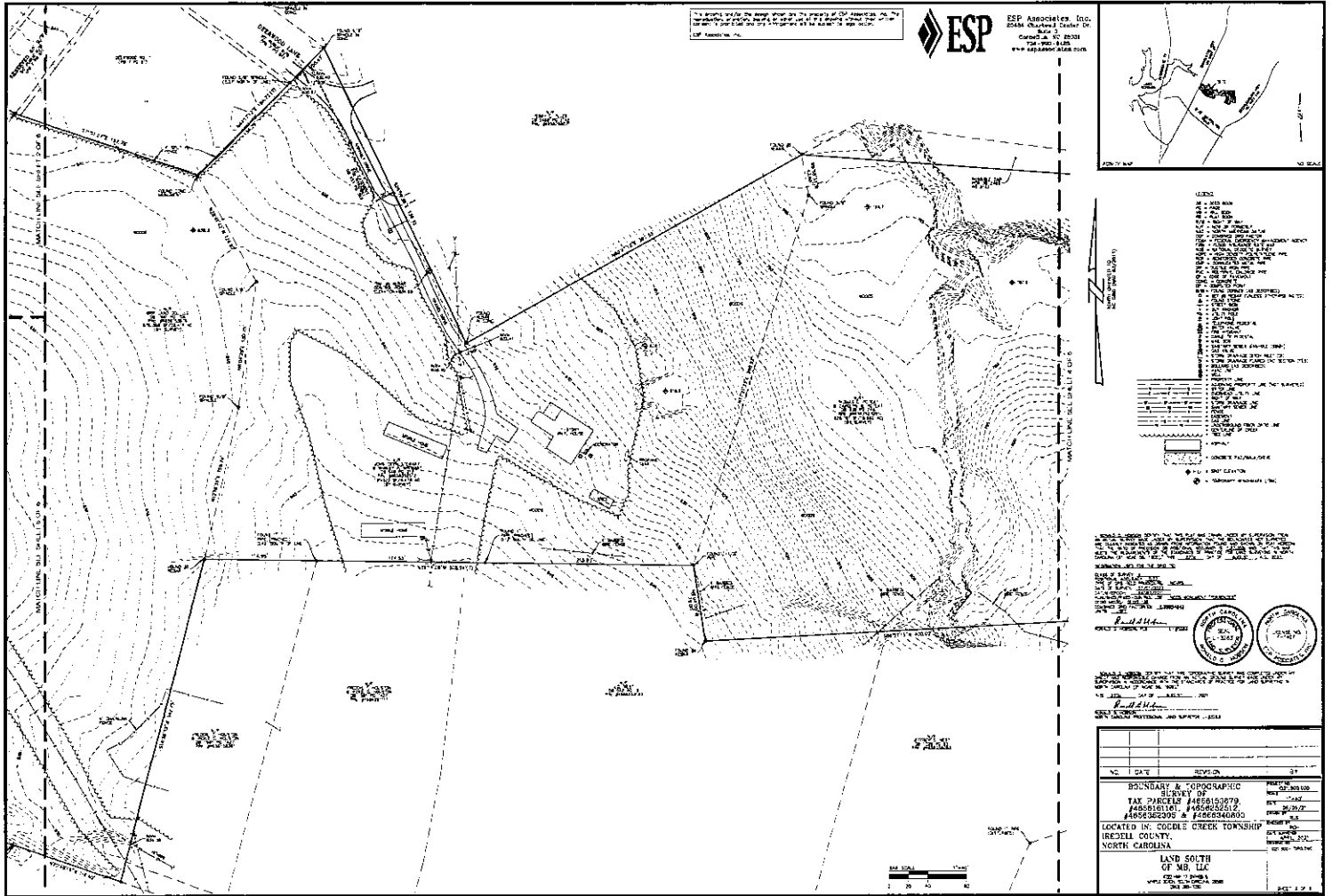
TEL: 704.366.3400 FAX: 704.366.3401

WWW.ESPASSOCIATES.COM

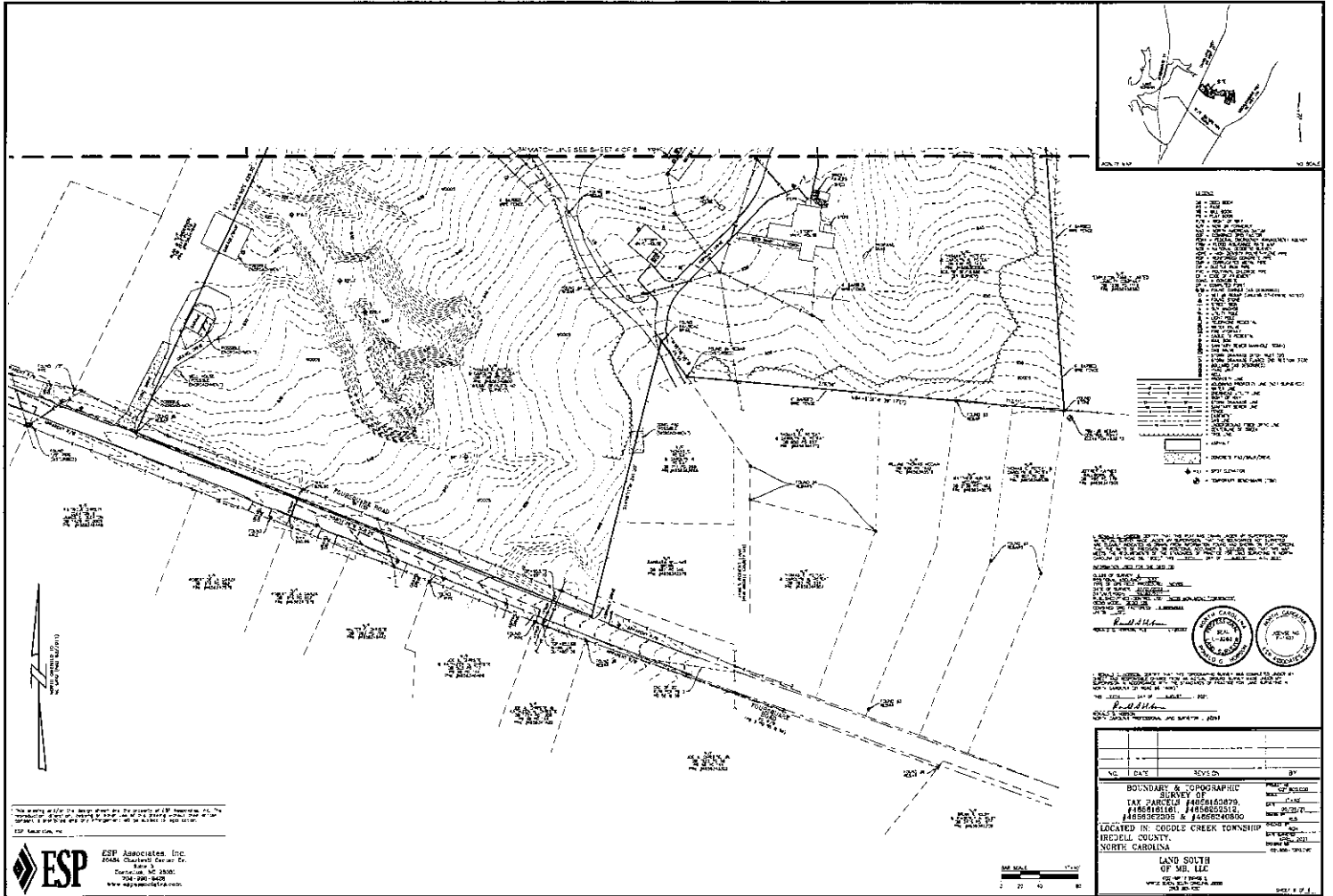
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EXHIBIT B

Ordinance # 2022-10-01 (2)

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BETWEEN
THE TOWN OF MOORESVILLE AND
MOORESVILLE BTR DEVELOPER, LLC**

WHEREAS, N.C.G.S. §160D-1001, et. seq. (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes, and

WHEREAS, THE TOWN OF MOORESVILLE (“Town”) and MOORESVILLE BTR DEVELOPER, LLC (“Developer”) have negotiated an agreement in accordance with and under the authority of the cited statutes, and

WHEREAS, N.C.G.S. §160D-1003 allows for Development Agreements to be adopted by ordinance and incorporated into any development regulation; and

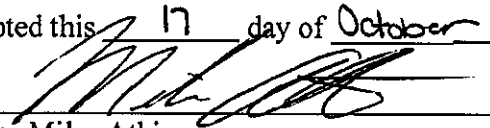
WHEREAS, a public hearing was held on October 17, 2022 as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the Town finds that the Development Agreement is consistent with the Act, the Town’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement:

NOW, THEREFORE, BE IT ORDAINED, by the Mooresville Town Board of Commissioners that:

1. Pursuant to the authority granted to the Town by Chapter 160D of the North Carolina General Statutes, the Town hereby adopts the Development Agreement by and between Town and Developer, incorporated herein by reference (the “Development Agreement”), and incorporates the Development Agreement into the Planned Development District, and hereby authorizes the Mayor to execute the Agreement within 10 days after a deed has been recorded conveying title to the Property to the Developer pursuant to the Agreement.
2. This ordinance is effective upon adoption.

Adopted this 17 day of October, 2022.



Mayor Miles Atkins

ATTEST:



Town Clerk Genevieve Glaser

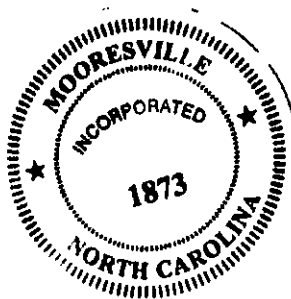


EXHIBIT C

Development Standards

Development Plan

Note: The plan below is not intended to represent a literal depiction of the eventual site plan, which will require review and approval by the Town Planning and Community Development Director but a general indication of the intended locations of the proposed buildings and infrastructure.

Development Standards

The Project will comply with all requirements of THE TOWN OF MOORESVILLE Unified Development Ordinance as it exists on the Effective Date referenced, unless specifically modified as part of this Agreement. In addition to the standards included in the UDO, the following standards or conditions will also apply:

Principal, Accessory, and Temporary Uses.

- Single family detached dwelling
- Multi-family dwelling
- Accessory and temporary uses permitted by the UDO in the PD District, including a swimming pool and clubhouse with a leasing office
- Outdoor Recreation
- Non-residential outparcel –The following non-residential uses will be allowed on the non-residential outparcel: outdoor recreation, park, indoor recreation, community garden, farmers market

Any non-residential use, or combination of uses, on the Parcel shall be a minimum of 40,000 square feet

Phasing and Timing.

The location of each area and phase is as shown on the Planned Development Plan attached as Exhibit E. Specifically, the multi-family dwelling units will be built as Phase I of the development with 300 multi-family dwelling units. The single family detached dwellings will be built in Phases 2, 3, and 4, with 260 dwelling units. The overall density of the Project is 4.48 DUA. The Non-Residential outparcel shall be built as Phase 5 of the development. The Open Space area is approximately 31.22 acres.

This information is shown in more detail on Site Data Table on the Planned Development Plan.

Density and Dimensional Standards. This information is contained in the Site Data Table on the attached Planned Development Plan.

Statement regarding compatibility with adjacent existing or approved development and community benefits:

This Project is depicted as Neighborhood Residential within the Future Character and Land Use Plan. With a mix of product that includes multi-family and single family, the Project provides housing options as recommended by the OneMooresville Land Use Plan. The Property is surrounded by both single family to the north, west and south as well as multi-family to the south which ensures it is compatible with the existing and approved development adjacent to it. The Project also provides important community benefits and infrastructure improvements that address specific needs within the Mooresville Comprehensive Transportation and Comprehensive Recreation Plans. The Project will construct the Timber Road Extension between Highway 115 and Highway 21, the Rail Crossing Project, as well as provide two segments of the Town's greenway network (multi-use path): 1. a sidepath that connects Highway 115 to Highway 21 and 2. a portion of The Seam trail along Highway 115. The Project will also provide important roadway connections to Foursquare Road and Deerwood Lane.

General location, amount, and type of Open Space. See attached Planned Development Plan for type, location, and amount of Open Space.

Location of environmentally sensitive lands, resource lands, wildlife habitat and waterway corridors and measures to ensure protection so those lands are consistent with the requirements of the UDO. These locations and protections, if applicable, will be shown on the Site Plan which will be submitted for review and approval by the Town Planning and Community Development Director.

On-site pedestrian and bicycle circulation system. This system is generally shown on the Planned Development Plan and will be more detailed on the Site Plan which will be submitted for review and approval by the Town Planning and Community Development Director. The Project will comply with all Ordinance requirements for street, sidewalk and greenway requirements.

General design and layout of the on-site transportation circulation system, including the general location of all public streets, existing or projected transit elements, and how they interface with the pedestrian and bicycle system and connect to existing and planned Town and regional systems. This system is generally shown on the Planned Development Plan and will be shown in more detail on the Site Plan which will be submitted for review and approval by the Town Planning and Community Development Director. The Project will comply with all Ordinance requirements for street, sidewalk and greenway requirements. Vehicular, bicycle and pedestrian access and circulation systems shall be coordinated and integrated so as to provide transportation options. A circulation plan shall be included as part of the Site Plan submittal.

General location and layout of all nearby Public Facilities serving the development, including parks, schools and facilities for fire protection, police protection, emergency management, storm water management and solid waste management. This information will be provided to the Planning and Community Development Director for review during the Site Plan phase of the Project.

The ways in which transportation, potable water, wastewater, stormwater management and other Public Facilities will be provided to accommodate the development. The Site will be serviced with public water and sewer service. The water line looped connection is proposed from Timber Road to Highway 21. Gravity sewer service is available along Highway 21. The single-family homes will have public garbage service and the apartments will have private garbage collection. More detailed information will be shown on the Site Plan which will be submitted for review and approval by the Town Planning and Community Development Director.

Modifications to the development standards that otherwise apply to planned district development, the reason for the modification and a statement as to how the modification supports the purpose of the PDD and high-quality development. The Developer is requesting a modification from the single-family lot standards to provide more variety and choices in lot sizes. Providing smaller lots will result in a more affordable housing option. The UDO minimum lot size is 4,000 square feet and 40-foot minimum lot width. The proposed lots will be 3,850 square feet minimum lot size with a 35-foot minimum lot width. The modification request is to reduce the minimum lot size by 150 square feet and the minimum lot width by 5 feet.

Community Benefits. The UDO requires the Developer to identify the enhanced community benefit and amenities that will be provided to compensate for added flexibility. The developer is dedicating and building the Timber Road Extension, including the Rail Crossing Project, a major east-west connection, which will allow residents and other travelers to move from Highway 21 to Shearers Road. The dedicated right of way will be approximately 5400 linear feet. The developer is also providing approximately 5400 linear feet of Greenway along Timber Road Extension.

EXHIBIT D

Development Schedule and Public Facilities Schedule

This Development Schedule and Public Facilities Schedule serves as an abbreviated summary of the schedule and other terms pertaining to the Project as outlined in this Agreement.

1. The Developer is responsible for design, construction, and installation of the proposed on-site facilities in compliance with applicable town, state, and federal regulations.
2. As shown on the Planned Development Plan, the Developer will dedicate an 80 foot public right of way for the Timber Road Extension. The Developer has also agreed to construct the Timber Road Extension, the Greenway that is part of the Timber Road Extension, and the Greenway along Highway 115 that is part of The Seam. The Developer is working with NCDOT, the Town, and Norfolk Southern Railroad to obtain approval of the Rail Crossing Project near the intersection of Highway 115 and Timber Road. The construction of these Public Facilities will be in compliance with applicable Town, state, and federal regulations. The Town agrees to provide support and assistance with ensuring that the railroad tracks can be crossed and connection to Highway 115 can be made in a timely manner.
3. Prior to Phase 1 site plan approval, the Developer agrees to plat and dedicate the right of way necessary for the construction of Timber Road Extension, and all supporting infrastructure related thereto (sidewalks, curb and gutter, greenway, etc.).
4. Prior to Phase 2 site plan approval, the Developer agrees to submit 100% design plans for Timber Road Extension to the Town, to submit 100% design plans for the Rail Crossing Project, which includes design for the closures of the existing public crossings, to Norfolk Southern, and to submit a copy of the rail crossing design plans and associated application, if any, to the Town as evidence that the Project has been submitted to Norfolk Southern.
5. If the Rail Crossing Project has not been completed prior to site plan approval for Phase 2, Developer will post a Two Million and 00/100 Dollar (\$2,000,000.00) cash bond with the Town for the completion of the Rail Crossing Project in accordance with the terms of this Agreement.
6. Prior to site plan approval for Phase 2, the Developer shall post a performance bond pursuant to the terms of this Agreement for completion of construction of the portions of the Timber Road Extension that remain incomplete for Phases 3, 4, and 5 of the Project.
7. The Timber Road Extension shall be constructed prior to approval of final plats for Phases 3, 4, or 5 of the Project. Construction means that the road must be complete except the last lift of asphalt, sidewalk and street trees which may remain subject to a performance guarantee pursuant to UDO requirements.
8. After receiving the approval of Norfolk Southern for the Rail Crossing Project, the Developer shall use reasonable and good faith efforts to ensure completion of the Rail Crossing Project prior to approval of any final plats by the Town for Phases 3, 4, or 5 of the Project. If the Rail Crossing Project is not complete by 2032, the Town in its discretion may use the cash bond posted by the

Developer to ensure completion of the Rail Crossing Project and the Developer shall give ownership of the 100% design plans to the Town.

EXHIBIT E

Development Plan

EXHIBIT F

Existing Parcel Owners

MOORESVILLE BTR I, LLC
Brenda M. Bass
Templeton Family, LLC
Terry L. Tiller



CENTRALINA

REGIONAL COUNCIL

Item 6

Board Agenda Item Cover Sheet

Board Meeting Date:	March 13, 2024	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	15 minutes			
Presenter at Meeting:	Kelly Weston	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Submitting Department:	Government Affairs & Member Engagement	Department Head Approval:	Michelle Nance			
Title of documents as shown in the Agenda: State Relations Update						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
The Board will receive an update on Centralina's state government engagement activities.						
Background & Basis of Recommendations:						
In late 2020, Centralina began implementing the Raleigh Relations strategy to expand the organization's state government engagement and advocacy efforts. The strategy is focused on relationship-building, raising awareness of issues specific to the Centralina region and promoting the interests of COGs statewide. At the January 11, 2023 Executive Board meeting, the Board adopted the 2023 Raleigh Relations Advocacy Agenda. This formal plan for state engagement outlines advocacy goals and strategies to support desired policy outcomes related to specific Centralina priorities.						
Requested Action / Recommendation:						
Receive as information.						
Time Sensitivity: <i>(none or explain)</i>	None.					
Budget Impact: <i>(none or explain)</i>	None.					
Attachments: <i>(none or list)</i>	None.					



CENTRALINA

REGIONAL COUNCIL

Item 7

Executive Board Agenda Item Cover Sheet

Board Meeting Date:	March 13, 2024	Agenda Item Type:	Committee work sessions:		Regular:	X
Submitting Person:	Michelle Nance	Presentation Time:	15 min			
Presenter at Meeting:	Michelle Nance	Phone	(704)348-2709			
		Email:	mnance@centralina.org			
Alternate Contact:		Phone Number:				
		Email:				
Submitting Department:	GAME	Department Head	<i>Michelle E. Nance</i>			
Title of documents as shown in the agenda: In-Focus Discussion: Regional Infrastructure Innovation/CPRG Briefing						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>In our growing region, continuous innovation is needed to ensure that our physical infrastructure can continue to meet our needs. Centralina is leading several initiatives aimed at helping our members take advantage of historic funding opportunities through innovative financing, education, technology, partnerships and regional cooperation.</p>						
Background & Basis of Recommendations:						
<p>In-focus discussions will appear on each Executive Board agenda, providing time, for discussion on major organization initiatives. This month's highlight includes a briefing on two regional infrastructure-related projects.</p> <ul style="list-style-type: none"> • The US DOT Regional Infrastructure Accelerator (RIA) program brings \$1.7 million to the region to develop innovative financing strategies that advance major pipeline projects and provide technical assistance through an integrated mobility center. • Planning for energy-efficient, future-ready communities through the EPA Climate Pollution Reduction program has brought \$1 in planning funds and opens the door to over \$4.3 billion in implementation funds related to transportation, building, and energy infrastructure improvements. <p>This briefing will outline the purpose, timeline, and benefits of each program, and review next steps and how your community can be involved.</p>						
Requested Action / Recommendation:						
Receive as information and Board Feedback.						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	RIA overview CPRG overview					

Centralina Regional Council has been designated as a Regional Infrastructure Accelerator along with a \$1,750,000 funding allocation from the U.S. Department of Transportation's Build America Bureau.

The grant will support Centralina in establishing the **Centralina Integrated Mobility Center**, a hub for CONNECT Beyond regional mobility plan implementation activities. This Center will play a pivotal role in advancing the CONNECT Beyond project pipeline by focusing on three service lines.



Accelerator Proposal Service Lines

Infrastructure Finance Innovation

The Center will serve as a regional hub for technical assistance and knowledge sharing of innovative project finance models, tools and federal funding opportunities by:

- **Increasing local knowledge of USDOT financing programs** such as TIFIA, PAB, RRIF and USDOT competitive grant programs.
- **Coordinating across partner MPOs/RPOs/transit agencies** to prioritize projects for eligible financing and competitive funding programs.
- **Providing grant writing support and application technical assistance** to interested partners.
- **Increasing local knowledge of best practices** in project finance, public-private partnerships and procurement that support the objectives of the Build America Bureau.

Pipeline Project Facilitation

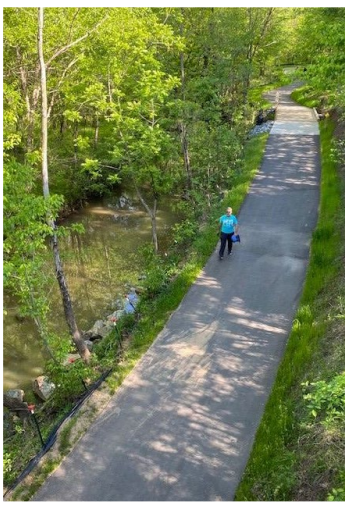
The Center will lead regional coordination of priority *CONNECT Beyond* mobility projects that create a pipeline for federal financing. The following projects will be included if matching funds can be identified:

- **LYNX Silver Line preliminary (15%) design** for a planned light rail transit line from I-485 in the City of Charlotte to the City of Belmont. (*Project Lead: CATS -Charlotte Area Transit System*)
- **Intercity/commuter rail expansion** to connect Charlotte with Kings Mountain (Norfolk Southern Charlotte-Kings Mountain Corridor) and Salisbury (Piedmont Corridor).

Transit-Oriented Development (TOD) Innovation

Centralina will expand internal capacity to advance TOD projects through a multi-layered approach:

- **Creating a TOD focused learning path** within the existing *Centralina Learns* professional development learning series for local government staff and elected officials.
- **Providing technical assistance to communities** with specific TOD planning and local code development projects, especially along intercity/commuter rail lines targeted for expansion.



Local Needs, Future Resiliency

Centralina is helping member governments and partners develop shared strategies for energy-efficient, future-ready infrastructure that will reduce greenhouse gas emissions, create economic and job growth and promote substantial public health co-benefits. Efforts are focused on successfully accessing **\$4.3 billion** in implementation grant funds designed to support local needs and priorities.

Thank you for your participation in the creation of our region's **Priority Climate Action Plan (PCAP)**, the vehicle by which local project and priorities are made eligible for implementation funds.

Important Milestones

**March
2024**

Priority Climate Action Plan (PCAP) due **3/1** created eligibility for local project funding.

**April
2024**

Competitive round of \$4.3 billion in implementation funds due **4/1** for regional & local projects/measures.

**October
2024**

Anticipated timing for funds to be awarded to selected recipients.

How is Centralina Helping?

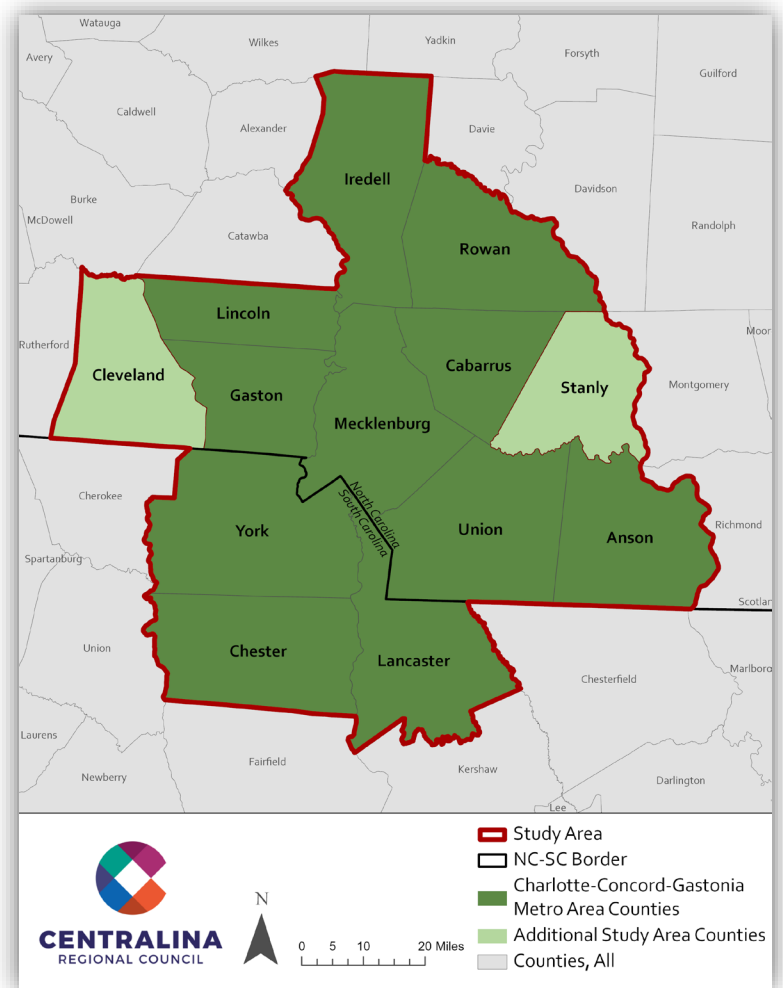
- **Convening** regional stakeholders to develop Priority Climate Actions [July 2023 – March 2024]
- **Coordinating** key project ideas into implementation grant [Jan 2024-April 2024]
- **Leading** development of regional Climate Action Plan [April 2024 – July 2025]
- **Supporting** plan and implementation delivery and reporting [July 2025 – July 2027]

Regional Partnerships & Engagement

Centralina is leading coordination of regional partners, stakeholders and advisors across North and South Carolina to create a plan and playbook of local and regional investment options supporting:

- *enhanced local mobility options,*
- *newer technologies for fleets,*
- *electric vehicle infrastructure planning,*
- *efficiencies in buildings and waste management,*
- *enhanced logistics and distribution systems for goods and*
- *actions to support the local food economy.*

This framework provides each unique community the tools to address the local needs they find most urgent and beneficial.



CORE REGIONAL PARTNERS

- Catawba Regional Council of Governments
- Mecklenburg County Air Quality
- Local governments, technical and equity advisors and other stakeholders

Want to be involved?

Stakeholder engagement sessions will be available throughout the process to incorporate your inputs. See our [project website](#) or contact us to be involved!

Have Questions?

Reach out to Deputy Executive Director, Michelle Nance, at (704) 348-2709 or mnance@centralina.org or Regional Planning Director, Jason Wager, at (704) 348-2707 or jwager@centralina.org to discuss how we can help.