



Town of Mooresville

Board of Commissioners

To: Honorable Mayor and Board of Commissioners

From: Danny Wilson, Planning and Community Development

Subject: Annexation Agreement between Town of Mooresville and the Town of Davidson

Type: Regular Agenda

Date: June 20, 2022

SUMMARY: Consider adopting the Ordinance establishing the Annexation Agreement between Town of Mooresville and the Town of Davidson

ACTION RECOMMENDED: Adopt the Ordinance establishing the Annexation Agreement between Town of Mooresville and the Town of Davidson

ATTACHMENTS:

Davidson Annex Agreement 6-20-2022 staff report.pdf

Mooresville-Davidson Annexation Agreement 6-13-2022.pdf



Town of Mooresville

Town Board of Commissioners Staff Report

From: Danny Wilson, PCD Director
Date: June 20, 2022
Project: Mooresville- Davidson Annexation Agreement

Request

The Town of Mooresville is seeking to enter into an Annexation Agreement with the Town of Davidson pursuant to N.C.G.S. 160A, Article 4A, Part 6.

Project Description

The Town of Davidson and Town of Mooresville have been working together for a couple of years to discuss, evaluate, and draft an annexation agreement to help clarify the future boundary line between the two towns. Municipalities are permitted under the NC General Statutes to enter into annexation agreements to assist with orderly growth.

The proposed annexation agreement follows state law and contains the following provisions:

- Valid for 20 years
- Unilateral termination requires a 5-year notice period
- The areas are defined for potential future Mooresville and Davidson town boundaries
- Utility interconnects are permitted between utility agencies
- At least 60 days of notice between towns is required prior to annexation public hearings

Staff Recommendation

Staff recommends approval of the Annexation Agreement to help ensure orderly future development and growth for the Town, as well as clarity for property owners in the area between the Town of Mooresville and Town of Davidson.

Town Board Options & Consistency Statement

1. **Approve:**
Approve the ordinance adopting the Mooresville-Davidson Annexation Agreement
2. **Deny:**
Deny the ordinance adopting the Mooresville-Davidson Annexation Agreement

Attachments

1. Ordinance Approving an Annexation Agreement with the Town of Davidson
2. Annexation Agreement between the Town of Mooresville and Town of Davidson

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
WITH THE TOWN OF DAVIDSON**

WHEREAS, G.S. 160A, Article 4A, Part 6 authorizes cities and towns to enter into binding agreements concerning future annexation in order to enhance the orderly planning by such cities and towns, as well as residents and property owners in areas adjacent to such cities and towns; and

WHEREAS, all of the requirements contained in G.S. 160A, Article 4A, Part 6 pertaining to adoption of this ordinance have been met; and

WHEREAS, the Town of Mooresville held a public hearing on the Annexation Agreement on June 20, 2022 prior to adoption of this ordinance.

WHEREAS, the Town of Mooresville has determined that it is appropriate and desirable for the Town of Mooresville to enter into the Agreement.


NOW THEREFORE, Be it ordained by the Board of Commissioners of the Town of Mooresville, that:

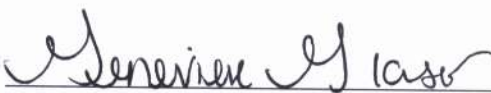
Section 1. The proposed Annexation Agreement between the Town of Mooresville and the Town of Davidson is hereby approved and ratified and the Mayor is directed to execute the Agreement with the Mayor of the Town of Davidson as soon as practicable, with the Agreement to become effective as provided for in the Agreement.


Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the executed Agreement shall be entered upon the minutes of this meeting.

Section 3. This ordinance is effective upon the date of its adoption.

Adopted this 20 day of June, 2022


Miles Atkins, Mayor

Attest: 
Genevieve Glaser, Town Clerk

Approved as to form: 
Sharon T. Crawford
Town Attorney



ANNEXATION AGREEMENT

STATE OF NORTH CAROLINA IREDELL AND MECKLENBURG COUNTIES

WHEREAS, the Town of Mooresville and the Town of Davidson, (collectively, the "Participating Municipalities") duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the participating municipalities and also to improve planning by public and private interests in such areas; and

WHEREAS, Chapter 160A, Article 4A, Part 6, of the General Statutes of North Carolina (hereinafter referred to as the "Act") authorizes municipalities to enter into binding agreements concerning future annexation in order to enhance orderly planning by such municipalities as well as residents and property owners in areas adjacent to such municipalities;

NOW, THEREFORE, THE PARTICIPATING MUNICIPALITIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act, codified as G.S. Chapter 160A, Article 4A, Part 6.
2. This Agreement shall be in effect for twenty (20) years after its effective date.

Prepared by : Mary Ann Swan, Town Attorney
Town of Davidson
Post Office Box 579
Davidson, North Carolina 28036

3.
 - a) The Town of Mooresville may not annex the areas shown on the attached map as Future Davidson, such map labeled "Boundary Line Map" and made a part of this Agreement as Exhibit 1. For avoidance of any doubt, the green boundary line denotes the dividing line between Future Davidson and Future Mooresville.
 - b) The Town of Davidson may not annex the areas shown on the attached map as Future Mooresville, such map labeled "Boundary Line Map" and made a part of this Agreement as Exhibit 1. For avoidance of any doubt, the green boundary line denotes the dividing line between Future Davidson and Future Mooresville.
 - c) The Town of Mooresville agrees not to extend or permit or agree to the extension of a water or sewer line to the property which is not to be annexed by Mooresville.
 - d) The Town of Davidson agrees not to extend or permit or agree to the extension of a water or sewer line to the property which is not to be annexed by Davidson, including service from Charlotte Water.
 - e) The parties agree that an interconnection of utility services may be beneficial for both communities and, if desired, shall be negotiated by the parties at that time. The prohibition to extend water or sewer is not intended to prevent an interconnection of utility services between the parties.
4. The effective date of this Agreement shall be the date of adoption of the approving ordinance by the last participating municipality to do so.
5. At least sixty (60) days before the adoption of any annexation ordinance, the participating municipality which is proposing any annexation in the area(s) subject to this Agreement shall give written notice to the other participating municipality of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the area described in this Agreement, roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than 180 days.
6. This Agreement will not be effective unless the participating municipalities have held a public hearing on this Agreement, or the participating municipalities have held a joint public hearing, prior to adopting the ordinance approving this Agreement. Until each participating municipality has held a public hearing and approved an ordinance, this shall be considered a proposed agreement.
7. Any party may waive in writing, in its sole and absolute discretion, the notice requirements set out herein and in the Act. Such waiver may only be made by the party's governing body. It is agreed that the Mayor of Mooresville and the Mayor of Davidson are respectively authorized to execute waivers of said requirements, only after such waiver has been approved by the governing board of their respective

municipality. Any waiver shall only apply to the annexation described in said waiver.

8. All written notices required to be given under the terms of this Agreement shall be deemed given as of the date of mailing with such mailing being by first-class mail, to the Mayor of the municipality to whom such notice is directed, with a copy mailed to the Town Attorney of the municipality. Any waivers allowed under the terms of this Agreement shall be sent to the attention of the Mayor of the municipality to whom such waiver is directed and shall be considered effective upon the date of receipt of the municipality to whom such waiver is directed.
9. This Agreement shall not be binding beyond three miles of the primary corporate limits of a participating municipality, unless approved by the board of county commissioners with jurisdiction over the area. Provided, however, that an area where this Agreement is not binding because of failure of the board of county commissioners to approve it, shall become subject to this Agreement if subsequent annexation brings it within three miles. The approval of a board of county commissioners shall be evidenced by a resolution adopted after a public hearing as provided in G.S. §160A-58.24(c) and (e) and G.S. §160A-31(c).
10. This Agreement may be terminated unilaterally by a participating municipality or a participating municipality may withdraw from this Agreement by repealing the ordinance by which it approved this Agreement and providing five years' written notice to the other participating municipality. Upon the expiration of the five-year period, this Agreement shall terminate.
11. This Annexation Agreement does not impact or affect any annexation petitions that have been received prior to the effective date of this Agreement with either party. Each party is hereby authorized to proceed with such action, as it deems appropriate.- Except as recited above, from and after the effective date of this Agreement, neither the Town of Mooresville, nor the Town of Davidson may adopt a voluntary or involuntary annexation ordinance as to all or any portion of an area in violation of this Agreement.
12. This Agreement may be modified or terminated by a subsequent agreement entered into by the participating municipalities. Any subsequent agreement must be approved by ordinance after notice of public hearing is given as provided in G.S. 160A-31(c).
13. Nothing in this Agreement shall be construed to authorize the annexation of any area that is not otherwise subject to annexation under applicable law.
14. Any participating municipality that believes that a violation of this Agreement has occurred shall have available to it all remedies and relief authorized by the Act, in addition to such remedies or relief as authorized by other applicable law.

15. This writing contains the entire agreement between the participating municipalities.

[Signature page follows]

ANNEXATION AGREEMENT

STATE OF NORTH CAROLINA IREDELL AND MECKLENBURG COUNTIES

WHEREAS, the Town of Mooresville and the Town of Davidson, (collectively, the "Participating Municipalities") duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the participating municipalities and also to improve planning by public and private interests in such areas; and

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15. This writing contains the entire agreement between the participating municipalities.

[Signature page follows]

IN WITNESS WHEREOF, the Mayors of the participating municipalities execute this Agreement, in duplicate, to become effective as provided in paragraph 4 above.


This the 20 day of June, 2022.

[Official Seal]



TOWN OF MOORESVILLE

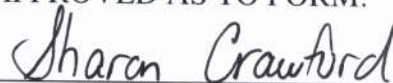
By:


Miles Atkins, Mayor

ATTEST:


Genevieve Glaser, Town Clerk

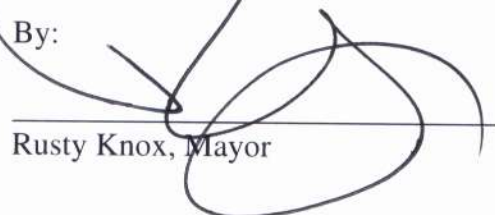
APPROVED AS TO FORM:


Sharon Crawford, Town Attorney

[Official Seal]

TOWN OF DAVIDSON


By:


Rusty Knox, Mayor

ATTEST:


Elizabeth K. Shores, Town Clerk

APPROVED AS TO FORM:



Mary Ann Swan, Town Attorney

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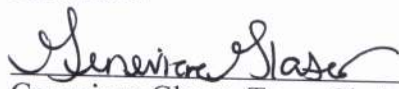
TOWN OF MOORESVILLE

By:


Miles Atkins, Mayor

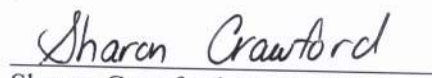
[Official Seal]

ATTEST:


Genevieve Glaser, Town Clerk



APPROVED AS TO FORM:


Sharon Crawford, Town Attorney

TOWN OF DAVIDSON

By:

Rusty Knox, Mayor

[Official Seal]

ATTEST:

Elizabeth K. Shores, Town Clerk

APPROVED AS TO FORM:

Mary Ann Swan, Town Attorney

EXHIBIT 1 BOUNDARY LINE MAP

A map of the updated boundary between the Town of Mooresville, and the Town of Davidson.

LAND USE

Boundary Line

Town of Davidson Parcels in Iredell

Town of Mooresville Parcels in Iredell

Town of Davidson Parcels in Mecklenburg

Iredell Parcels that are Future Mooresville

Iredell Parcels that are Future Davidson

STREETS / RAIL

Rail

Interstates

Streets

BOUNDARIES

Sphere of Influence / ETJ

Town of Davidson

County Boundary



VICINITY MAP

Map Extent

TOWN OF DAVIDSON
TOWN OF MOORESVILLE
IREDELL COUNTY
MECKLENBURG COUNTY



1:9,000

Date: 6/8/2022

DATA SOURCES:

NC One Map
Mecklenburg County
Town of Davidson

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