



**Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, June 30, 2026 at 6:00 PM**

I. CALL TO ORDER

II. ANNOUNCEMENTS / PROCLAMATIONS

- a. **Recognizing the 250th Anniversary of the United States of America**
- b. **Parks & Recreation Month - July**
- c. **Plastic Free July**
- d. **Big Day at the Lake 2026**

III. CHANGES / ADOPTION OF THE AGENDA

IV. PUBLIC COMMENT - The Board shall provide at least one period for public comment per month at a regular meeting.

Prior to the start of the public comment period, persons wishing to address the Board of Commissioners will register on a sign-up sheet stationed by the meeting room door.

V. CONSENT

Consent items are typically non-controversial and routine items. Prior to the board's adoption of the meeting agenda, the request of any member to have an item moved from the consent agenda to old business must be honored by the board. All items on the consent agenda must be voted on and adopted by a single motion.

- a. **Consider Approval of Draft May Meeting Minutes**
Summary: Draft Meeting Minutes from the May 12 and May 26 regular meetings, and the May 20 special meeting.
- b. **Consider Approval of an Anonymous Donation of \$250,000 to the Town and Budget Amendments 2026-12 and 2027-01**
Summary: The Town will receive an anonymous donation of \$250,000. The donation will fund the selection of a new Police K9, vehicle, training, and associated equipment, and fund a Police multi-year Drone First Responder (DFR) program, including the drone, docking station, software, training, and licensing.

Budget Amendment 2026-12 is to receive the donation in FY2026. Budget Amendment 2027-01 is to allocate funds for the portion of the funds to be expended in FY2027. The portion of the funds that have not been spent at the end of the fiscal year will be retained in Assigned Fund Balance and appropriated in a future budget.

c. Consider Approval of Budget Amendment 2027-02 for Sustainable Forestry Initiative Grant

Summary: Budget Amendment 2027-02 provides an amendment to the annual budget ordinance for the fiscal year ending June 30, 2027 to add grant funding through Sustainable Forestry Initiative, Inc. The Town will fund Sustainable Forestry Initiative certification and auditing with the grant.

d. Consider Approval of Budget Amendment 2026-13 to transfer grant funds to the Community Investment Fund to fund Parham Park Kayak Launch Design

Summary: Budget Amendment 2026-13 is to transfer \$68,510 of Duke Energy Grant funds, held in Fund Balance, to the Community Investment Fund for Parham Park Kayak Launch design. The total project budget is \$550,000 and will be funded from the Duke Energy Grant (\$300,000) and previously issued voter-approved G.O. Bond proceeds (\$250,000).

e. Consider Approval of Resolution 2026-11 Interlocal Agreement with Mecklenburg County to Provide Fire Services in the Davidson ETJ/North Star Fire District

Summary: Mecklenburg County contracts with the Town of Davidson to provide Fire Protection Services within the Davidson ETJ, or the North Star Fire District. This annual contract runs from July 1st to June 30th of each year. Mecklenburg County provides funding to the Town of Davidson for Fire Protection Services within the ETJ. The Board of Commissioners is asked to consider approval of the resolution that recognizes the North Star Fire District Fire Protection Services agreement for FY26.

f. Consider Approval of Resolution 2026-12 Davidson Tax Assistance Program (DTAP) Interlocal Agreement

Summary: The Board originally approved the Davidson Tax Assistance Program (DTAP) in conjunction with the FY2024 Budget. As in FY2025 and 2026, Mecklenburg County has agreed to administer the Davidson Tax Assistance Program (DTAP) in conjunction with their HOMES program, under the Department of Community Resources, per the attached Interlocal Agreement. The agreement requires an additional \$15,000 allocation from the Town from the Affordable Housing Fund which is included in the approved FY2027 budget.

g. Consider Approval of the Affordable Housing Plan for Davidson Grove Master Plan

Summary: The Davidson Grove Master Plan includes 99 residential units, consisting of 89 detached homes and 10 attached (duplex) units. In order to satisfy the Davidson Planing Ordinance Affordable Housing requirement, the developer

will provide 6 affordable housing units through on-site construction. This item was discussed at the June 10 meeting.

VI. BUSINESS ITEMS

a. Davidson Community Survey 2026 Results

Presenter: Betsy Shores, Town Clerk/Communications Director

Summary: The National Community Survey (NCS) report is about the “livability” of Davidson. The survey gauges residents’ opinions on various dimensions of community life, including public safety, local government services, infrastructure, economy, and quality of life. The NCS was developed by the National Research Center at Polco and has been administered in hundreds of communities across the United States. The Town of Davidson has used Polco to conduct a biannual benchmark survey for nearly a decade. Since 2021, the Town has referred to our version of the NCS as the Davidson Community Survey to better resonate with residents in our unique community.

For additional information about the 2026 Report and an interactive dashboard click here - <https://public.tableau.com/app/profile/polco.nrc/viz/TheNCSReport-DavidsonNC2026/About>

Action/Proposed Motion: This item is for discussion only.

VII. SUMMARIZE MEETING ACTION ITEMS

Town Manager will summarize items where the board has requested action items for the staff.

VIII. PRESENTATION

a. Swearing In Ceremony for Town Manager Austin Nantz

IX. ADJOURN



**A PROCLAMATION HONORING THE 250TH ANNIVERSARY OF THE
UNITED STATES OF AMERICA**

WHEREAS, the year 2026 marks the 250th anniversary of the founding of the United States of America, commemorating the adoption of the Declaration of Independence on July 4, 1776, and the birth of a nation dedicated to the principles of liberty, equality, self-government, and the pursuit of opportunity; and

WHEREAS, for two and a half centuries, the United States has endured and prospered through the courage, sacrifice, innovation, and civic engagement of generations of Americans who have worked to preserve and strengthen our democratic institutions; and

WHEREAS, the Semiquincentennial provides an opportunity for all Americans to reflect upon the nation's history, honor the contributions of those who came before us, recognize the progress that has been achieved, and renew our commitment to the ideals upon which our country was founded; and

WHEREAS, the citizens of the Town of Davidson have long contributed to the strength and vitality of our nation through military service, public service, volunteerism, entrepreneurship, education, stewardship of our natural resources, and active participation in civic life; and

WHEREAS, this historic milestone invites all residents to learn more about our nation's history, celebrate our shared heritage, and inspire future generations to embrace the responsibilities and privileges of citizenship; and

WHEREAS, throughout 2026, communities across the nation will participate in commemorative events, educational programs, service projects, and celebrations recognizing America's 250-year journey.

NOW, THEREFORE, BE IT RESOLVED I, Rusty Knox, Mayor of the Town of Davidson, and Board of Commissioners, do hereby recognize and celebrate the 250th Anniversary of the United States of America, and encourage all citizens to observe this historic occasion by reflecting on our nation's history, honoring those who have served and sacrificed for our freedoms, and celebrate the enduring ideals of liberty, democracy, and civic responsibility.

Proclaimed this 30th day of June 2026.

Rusty Knox
Mayor



**PROCLAMATION
PARKS & RECREATION MONTH - July 2026**

WHEREAS, Parks and Recreation is an integral part of communities throughout the Town of Davidson; and

WHEREAS, Parks and Recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, Parks and Recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS, Parks and Recreation encourages physical activities by providing space for popular sports, hiking trails, and many other activities designed to promote active lifestyles; and

WHEREAS, Parks and Recreation programming and education activities, such as programming, youth sports, and environmental education, are critical to childhood development; and

WHEREAS, Parks and Recreation is essential to the environmental well-being of our region through managing natural spaces, preserving key habitats, and engaging community members to protect our environment through education and stewardship; and

WHEREAS, this year's theme, "The Power Of", celebrates how parks and recreation bring us together through the power of play, nature, belonging, and the people in our communities.

WHEREAS, during the National Parks and Recreation Month observance, it is important to recognize the contributions of the dedicated employees and volunteers in our parks and recreation facilities as they keep our parks clean and safe for us all, organize youth activities, provide educational programming, advocate for more open space, and better trails.

NOW, THEREFORE BE IT RESOLVED, I, Rusty Knox, Mayor of the Town of Davidson, North Carolina, do hereby proclaim July 2026 as Parks and Recreation Month in the Town of Davidson and invite the community to attend Party with Parks & Rec Day on Saturday, July 25, in the Historic Gymnasium at 251 South Street.

Proclaimed this 30th day of June 2026.

Rusty Knox
Mayor



**A PROCLAMATION
TOWN OF DAVIDSON PLASTIC FREE JULY 2026**

WHEREAS, the Town of Davidson strives to be a leader in sustainability and adopted the Climate Action Plan in April 2024 that identifies a goal of reducing waste; and

WHEREAS, plastic produces significant pollution in our natural environment, waterways, and poses human health risks at all stages of plastic manufacturing, from production to disposal; and

WHEREAS, The Town of Davidson's Core Values include that citizens must live in a healthy environment, so Town government will protect watersheds, trees, air quality, and other elements of the Town's ecology; and

WHEREAS, Plastic Free July® is a global movement that helps millions of people be part of the solution to reduce plastic waste by providing resources and ideas to help reduce single-use plastic waste at home, school, and work; and

WHEREAS, The Town of Davidson invites everyone to participate in the Town's Plastic Free Challenge this July.

NOW, THEREFORE BE IT RESOLVED, I, Rusty Knox, Mayor of the Town of Davidson, North Carolina do hereby proclaim July 2026, to be plastic free. We encourage all residents, visitors, and staff to support and recognize the need to decrease single-use plastic waste in our community.

Proclaimed this 30th day of June 2026.

Rusty Knox, Mayor



**A PROCLAMATION FOR
BIG DAY AT THE LAKE 2026**

WHEREAS, Big Brothers Big Sisters serves children in the North Mecklenburg area by providing them with thoroughly vetted and supported mentors; and

WHEREAS, Big Day at the Lake was founded 22 years ago by friends, neighbors, and businesses who had a vision of sharing the lake with at-risk children who would not otherwise experience Lake Norman; and

WHEREAS, Big Day at the Lake requires hundreds of volunteers and supporters who donate their time and talents to serving at-risk children in Big Brothers Big Sisters of the Central Carolinas; and

WHEREAS, this year's Big Day at the Lake will be held on July 18, 2026, when supporters in the Lake Norman area will open their boats and hearts for deserving children and their mentors for a morning of swimming, tubing, and more on Lake Norman.

NOW, THEREFORE, BE IT RESOLVED I, Rusty Knox, the Mayor of the Town of Davidson, do hereby proclaim July 18, 2026, as BIG DAY AT THE LAKE in the Town of Davidson, and urge everyone to support this celebration in our community.

Proclaimed this 30th day of June 2026.

Rusty Knox
Mayor



May 12, 2026

**SECOND TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, May 12, 2026, in the Town Hall and Community Center Council Chamber. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Autumn Rierson Michael, and Connie Wessner. Commissioner Tracy Mattison-Brandon was present via Teams. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Kevin Bringewatt, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m.

- **ANNOUNCEMENTS/PROCLAMATIONS**

Town Clerk/Communications Director Betsy Shores announced the following:

The 2nd Annual SpringFest will take place next Tuesday, May 19, from 6:00 p.m. – 8:00 p.m. at the River Run Athletic Park. This family-friendly community event features a community meal and ice cream for the first 300 attendees, along with demonstrations from Davidson Police, Fire, and Public Works, and other area first responders.

All Town of Davidson municipal offices, including the Davidson Town Hall and Community Center and the Davidson Public Safety Building will be closed on Monday, May 25 in observance of Memorial Day. Offices will re-open on Tuesday, May 26 for regular business hours from 8:00 a.m. to 5:00 p.m. According to Waste Pro, garbage pick-up will be on a one-day delay the week of May 25.

Mayor Knox read proclamations for **Historic Preservation Month, National Police Week, National Public Works Week, and Memorial Day.**

- **CHANGES/ADOPTION OF THE AGENDA**

There were no changes to the agenda.

Mayor Pro Tem Rierson Michael made a motion to adopt the agenda. The motion passed unanimously (5-0).

- **BUSINESS ITEMS**

(a) Town Manager Justice, Assistant Town Manager Austin Nantz, and Finance Director Piet Swart presented the **Manager’s Recommended FY2027 budget** for review by the Board of Commissioners.

Highlights of the FY2027 recommended budget:

- Continues current service levels and reflects necessary inflationary impacts
- Reprioritizes expenses in response to diminished revenue growth
- Utilizes other funds/sources to balance the budget
- Honors previous staffing commitments
- Prioritizes:
 - Investment in the workforce by focusing on employee recruitment and retention
 - Implementation of the 2026-2027 Strategic Plan
 - Implementation of other adopted plans like the Comprehensive Plan, Mobility Plan, Climate Action Plan, Vision Zero Plan, Parks & Rec Master Plan

The FY2027 budget reflects a commitment to the workforce by continuing to invest in employees with a cost of living adjustment (COLA), and merit pool. Additional needs list items in the FY2027 budget include Town Event Security and Equipment, Tree Inventory Software, a Marine 1 Rescue Boat, and equipment for the Public Works Department.

Commissioner Justus made a motion to set the date of the public hearing for the FY2027 Proposed Budget and Economic Development Expenditures at the May 26, 2026, Town Board Meeting. The motion passed unanimously (5-0).

(b) Assistant Town Manager Austin Nantz presented an update on the **Affordable Housing Program**. The Town of Davidson remains steadfast in its commitment to fostering an economically diverse community through the provision and preservation of affordable housing. The presentation included activities related to the Affordable Housing Program, history of the program, the current state of housing in our region, accomplishments from 2025, and a glimpse into what is ahead in 2026.

(c) Town Manager Justice discussed with the Board the **Termination Agreement for the Transit Governance Interlocal Agreement**. The Board of Commissioners of the Town of Davidson approved the original Transit Governance Interlocal Agreement, executed in February of 1999, between the County of Mecklenburg, Town of Cornelius, Town of Davidson, Town of Huntersville, Town of Matthews, Town of Mint Hill, Town of Pineville, and the City of Charlotte. Pursuant to authority in Session Law 2025-39 (the “Act”), the County has levied an additional one percent (1%) sales and use tax, effective as of July 1, 2026, and has created a new Metropolitan Public Transportation Authority (the “MPTA”). The Act also amends the laws governing funding for public transportation in the County; requires all or a portion of the Charlotte Area Transit System (“CATS”) to be transferred to the MPTA; and requires the termination of the Transit Agreement and the dissolution of the MTC by the Tax Levy Date.

The purpose of the Termination Agreement is to define an orderly process for the termination of the Transit Governance Interlocal Agreement and the dissolution of the MTC in accordance with the Act. To become effective, the Termination Agreement must be approved by the City, the

County, and at least three-quarters of the six Mecklenburg County towns.

The Board of Commissioners will consider approval of Resolution 2026-10 to Ratify the Termination Agreement for the Transit Governance Interlocal Agreement on the consent agenda at the May 26 meeting.

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **CLOSED SESSION**

Mayor Pro Tem Rierson Michael made a motion to move to closed session per NCGS §143-318.11 (a) (6) – Personnel and invited Human Resources Director Amber Levi to join the closed session at 7:32 p.m. The motion passed unanimously (5-0).

Commissioner Wessner made a motion to end the closed session and return to open session at 8:22 p.m. The motion passed unanimously (5-0).

- **ADJOURN**

Mayor Pro Tem Rierson Michael made a motion to adjourn the meeting. The motion passed unanimously (5-0).

The meeting adjourned at 8:24 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



May 20, 2026

**SPECIAL MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held a Special Meeting on Wednesday, May 20, 2026, in the Town Hall and Community Center. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison-Brandon, Autumn Rierson Michael, and Connie Wessner. Town Manager Jamie Justice and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 4:00 p.m.

- **CLOSED SESSION**

Commissioner Justus made a motion to move to closed session per NCGS §143-318.11 (a) (6) – Personnel. The motion passed unanimously (5-0).

Commissioner Wessner made a motion to end the closed session and return to open session at 5:19 p.m. The motion passed unanimously (5-0).

- **ADJOURN**

Commissioner Fay made a motion to adjourn the meeting. The motion passed unanimously (4-0).

The meeting adjourned at 5:23 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



May 26, 2026

**FOURTH TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, May 26, 2026, in the Town Hall and Community Center Council Chamber. Present were Mayor Knox, Commissioners Ryan Fay, Steve Justus, and Autumn Rierson Michael. Commissioner Tracy Mattison-Brandon was present via Teams. Commissioner Connie Wessner was absent. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Karen Wolter, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m. Mayor Knox noted that Commissioner Tracy Mattison Brandon was present via Teams and Commissioner Connie Wessner was absent.

- **ANNOUNCEMENTS/PROCLAMATIONS**

Town Clerk/Communications Director Betsy Shores announced the following:

Join us on Saturday, May 30, for the Music & Makers Concerts Series from 6:00 p.m. – 8:00 p.m. at South Main Square. Contagious Blues Band will perform on the stage in front of the Crazy Pig. Come out and support all the businesses along South Main Street.

The next Star Wars Summer Movie Series will take place next Monday, June 1, featuring Star Wars: Episode V – The Empire Strikes Back. This free, family-friendly outdoor film experience takes place on the first Monday of the month from May through October in the parking lot between Ben & Jerry's and Summit Coffee.

On Friday, June 5, come out to First Fridays from 5:00 p.m. – 7:00 p.m. along Main Street in Downtown Davidson and South Main Street to shop, hear live music, and see artwork from local artists. The entire footprint of this event along Main Street is part of Davidson's Social District, so you can enjoy strolling along the sidewalks with a beverage from one of our participating restaurants. This is a great way to support local businesses, artists, and musicians.

Save the Date for the Grand Opening of the Historic Gymnasium at 251 South Street on Saturday, June 20, at 10:00 a.m. The community is invited to attend a ribbon-cutting event with the Mayor & Board of Commissioners. More details about the event coming soon!

Following the Grand Opening Event, join us for DeStress Davidson, a collaborative event between NAMI Charlotte and the Town of Davidson to support individuals looking for ways to destress during daily life stressors. Try out multiple de-stress activities and connect with area providers to

extend your wellness.

Mayor Knox read a proclamation for **Tourette Syndrome Awareness Day (June 4)**.

- **CHANGES/ADOPTION OF THE AGENDA**

Town Manager Justice requested adding a Closed Session per NCGS §143-318.11 (a) (6) - Personnel as Item X to the agenda.

Mayor Pro Tem Rierson Michael made a motion to adopt the agenda. The motion passed unanimously (4-0).

- **QUARTERLY COMMISSIONER REPORTS**

Each board member provided an update of the outside Board to which they have been appointed.

Centralina Regional Council - Commissioner Autumn Rierson Michael
Charlotte Regional Transportation Planning Organization – Mayor Knox
CMS Community Capital and Bond Committee - Commissioner Ryan Fay
Lake Norman Chamber of Commerce – Commissioner Tracy Mattison Brandon
Lake Norman Transportation Commission – Mayor Knox
Metropolitan Transit Commission - Mayor Rusty Knox
Visit Lake Norman - Commissioner Steve Justus

- **PUBLIC COMMENT**

The public comment period opened at 6:22 p.m. and closed at 6:25 p.m. One person spoke during the public comment period.

Steve Sonnenberg spoke about the NC General Assembly Property Tax Reform and the Five Year Paving Plan.

- **PUBLIC HEARING**

The Board of Commissioners held a public hearing on the **FY2027 Budget & Economic Development Expenditures**.

Commissioner Fay made a motion to open the public hearing at 6:26 p.m. The motion passed unanimously (4-0).

Finance Director Piet Swart and Town Manager Justice reviewed the FY2027 Manager's Recommended Budget. One person signed up to speak during the public hearing.

Commissioner Justus made a motion to close the public hearing at 6:47 p.m. The motion passed unanimously (4-0).

- **CONSENT AGENDA**

Approval of Draft April Meeting Minutes
Approval of Amendment to the 2026 Meeting Schedule

Approval of Resolution 2026-10 to Ratify the Termination Agreement for the Transit Governance Interlocal Agreement

Approval of Budget Amendment 2026-10 - Grant for Historic Gymnasium Equipment

Approval of Noise Ordinance Variance Request – Davidson Housing Coalition Block Party on June 4, 2026

Approval of Budget Amendment 2026-11 - Stormwater Projects

Mayor Pro Tem Rierson Michael made a motion to approve the consent agenda. The motion passed unanimously (4-0).

- **BUSINESS ITEMS**

(a) Senior Planner Lindsay Laird presented the **annual update on the Historic Preservation Plan**. Adopted in January 2023, the Davidson Historic Preservation Plan contains a set of preservation goals, values, and principles, and includes 56 action items to implement the plan. Implementation of the plan solidifies historic preservation as an important aim of the Town.

(b) Project Manager Doug Wright presented the **Five-Year Paving Plan**. Every five years, the Town hires a third-party consultant to review and grade every block of town-maintained streets. The evaluation is used to assess the work of the previous five years and plan the work for the next five years. A review was completed in March 2026. The Board will be asked to approve the five-year paving plan at the June 9, 2026 board meeting.

(c) Staff discussed with the Board the **FY2027 Manager's Recommended Budget and Capital Improvement Plan** following the public hearing held previously in the meeting. to consider property tax issues. The public hearing presentation included a discussion of the Fire Station #1 project, which included the justification, the history of all the previous public discussions, and the need to raise the tax rate for recurring revenue to cover the debt service for the station construction. Tax rate increase alternatives for FY 2027 were discussed, which included one-penny and two-penny scenarios.

Due to concerns of the NC General Assembly's law for a constitutional amendment on the ballot for this November that limits local property tax levies in an unidentified and unspecified method that would severely hinder Town of Davidson funding for critical local services such as police, fire, and public works, House Bill 1089 / SL 2026-5 (2025-2026 Session) - North Carolina General Assembly, the Board of Commissioners discussed the potential for increasing the recommended tax rate for additional revenue towards funding the proposed Fire Station #1 in FY 2027 rather than FY 2028 as originally planned. The Board of Commissioners will be asked to consider approving the FY2027 budget at the June 9 meeting.

- **CLOSED SESSION**

Mayor Pro Tem Rierson Michael made a motion to move to closed session per NCGS §143-318.11 (a) (6) –Personnel and invite Human Resources Director Amber Levi to join the closed session at 7:53 p.m. The motion passed unanimously (4-0).

Mayor Pro Tem Rierson Michael made a motion to end the closed session and return to open session at 8:54 p.m. The motion passed unanimously (4-0).

- **ADJOURN**

Commissioner Justus made a motion to adjourn the meeting. The motion passed unanimously (3-0). Commissioner Mattison Brandon was no longer present at the meeting.

The meeting adjourned at 8:55 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor

DRAFT

AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-10-4310-499	MISCELLANEOUS		\$250,000.00

An anonymous donation has been provided to the Police Department for the K-9 (\$100K) and Drone(\$150K) Programs.

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-10-3833-842	Contributions – Police Department		\$250,000.00

An anonymous donation has been provided to the Police Department for the K-9 and Drone Programs

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

Adopted this 30th day of June, 2026

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk

AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2027:

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-10-4310-292	Police Dog Expenses		\$100,000.00
10-10-4310-440	Contract Services		\$ 50,000.00

Allocates assigned fund balance from an anonymous donation (FY26) to the Police Department for the K-9 (\$100K) and Drone(\$50K) Programs.

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-00-3990-980	Fund Balance Appropriated		\$150,000.00

Allocates assigned fund balance from an anonymous donation (FY26) to the Police Department for the K-9 (\$100K) and Drone(\$50K) Programs.

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

Adopted this 30th day of June, 2026

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk

AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2027:

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-20-4510-270	Tree Inventory		\$75,000.00

The Town will fund Sustainable Forestry Initiative certification and auditing from a grant.

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-00-3431-315	Grants		\$75,000.00

The Town has received a grant to fund Sustainable Forestry Initiative certification and auditing.

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

Adopted this 30th day of June, 2026

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk

This Subaward Agreement (“Subaward or “Agreement”) is entered into by and between **SUSTAINABLE FORESTRY INITIATIVE INC. (“SFI Inc.”)** and **Town of Davidson (“Subrecipient”)** as of this July 1, 2026. SFI Inc. and Subrecipient may be referred individually as “Party” or collectively as the “Parties.”

<p>Sustainable Forestry Initiative (“SFI Inc.”)</p>	<p>Town of Davidson</p> <p>Type of entity: [e.g., government, corporation, LLC, sole proprietor, not for profit]</p> <p>Government</p> <p>State of incorporation, partnership, or formation: North Carolina</p> <p>[Subrecipient is required to have a Unique Entity Identifier (UEI) as per 2 CFR 25.300 prior to issuance of the Subaward.]</p> <p>ETMKSGX77JA4</p>
<p>All Notices:</p> <p>2121 K St NW Ste 750</p> <p>Washington, DC 20037-1908</p> <p>Attn: Mike Martini</p>	<p>All Notices:</p> <p>Attn: Andrew Sileo</p> <p>251 South St</p> <p>Davidson, NC 28036</p>
<p>Federal awarding agency(ies):</p>	<p>USDA Forest Service State, Private and Tribal Forestry Cooperative Forestry</p>
<p>Federal Award Identification Number (FAIN):</p>	<p>Refer to Exhibit B for Federal Funding Source Information</p>
<p>Federal Assistance Listing</p>	<p>N/a</p>
<p>Federal Award date:</p>	<p>February 15, 2024</p>
<p>Project Title:</p>	<p>Town of Davidson SFI Certification</p>

Project description:	<p>SFI Certification:</p> <p>The certification will help us show our community and community partners all the amazing work we are doing/providing but also show our weak points. We can then use this information to better our Town's Strategic Plans, Climate Action Plan, and Urban Community Forestry Plan along with others that are all intertwined and relevant to this certification. Knowing where we stand on both our strengths and weakness will help us allocate funds more appropriately to focus on the weaker areas while also maintaining our stronger areas. This will also help foster better collaboration with community partners who help make this certification attainable. These partners include but not limited to, the Town of Davidson, Davidson College, and Davidson Lands Conservancy. These are the 3 main tree advocates for the community and with this certification we can better understand each other's strengths and weakness to help each other via our different resources and connections. To then give back to our community and continue to show the importance of not only our tree canopy but the entire ecosystem.</p>
Subaward Period of Performance Start and End Date:	Start: July 1, 2026; End September 30, 2028
Subaward Budget Period Start and End Date	Start: July 1, 2026; End September 30, 2028
Amount of Federal Funds obligated	\$75,000
Total amount of federal funds	\$75,000

RECITALS

WHEREAS, SFI has received an award of funds from the USDA Forest Service State, Private and Tribal Forestry Cooperative Forestry through the Inflation Reduction Act, (the "Agency"), Agreement 24-CA-11132544-009 (the "Prime Agreement"), in support of a project entitled Urban and Community Forest Improvement Program-Inflation Reduction Act (hereinafter called "the Project"); and,

WHEREAS, SFI Inc. desires Subrecipient to perform certain work within the scope of the Project described above under the terms and conditions set forth below, and Subrecipient has expressed a willingness to perform such services.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, SFI Inc. and Subrecipient agree as follows:

I. RESPONSIBILITIES OF THE SUBRECIPIENT

A. Subrecipient shall support the purposes and goals of the Project (the "Grant Purposes") by providing services as more fully described in Exhibit A attached hereto (collectively, the "Services") in accordance

with the terms and provisions set forth herein. Subrecipient shall furnish all professional services, labor, materials, tools, and supervision necessary or appropriate to fully perform the Services and all other duties and responsibilities of Subrecipient pursuant to this Agreement. Subrecipient shall perform the Services in accordance with the schedule outlined in Exhibit A.

B. Subrecipient agrees to provide reasonable assistance to SFI Inc. in meeting SFI Inc.'s reporting obligations under the Prime Agreement. Subrecipient will submit reports to SFI Inc. according to the Reporting Due Dates set forth in Exhibit A.

C. In the performance of the Services, Subrecipient shall comply with all applicable federal, state, provincial and local laws, regulations, rules, ordinances, codes, permits, licenses, approvals, orders, declarations and decrees in effect from time to time, whether or not specifically identified herein (collectively, "Laws"). In addition, Subrecipient shall also comply with the specific terms set forth in Exhibit B relating to the funding sources for this Agreement.

II. PERSONNEL

A. All of the work performed under this Agreement shall be performed under the supervision of the person(s) identified in Exhibit A ("Key Personnel"). Subrecipient may not remove any Key Personnel from the Services without the prior written consent of SFI Inc., unless such Key Personnel are no longer employed by or affiliated with Subrecipient. Key Personnel may only be replaced with the prior written approval of SFI Inc., which approval will not be unreasonably withheld. If requested by SFI Inc., Subrecipient must promptly replace any Key Personnel if, in the opinion of SFI Inc., the performance of such Key Personnel is unsatisfactory. Subrecipient is responsible for all actions or inactions performed by Subrecipient and Subrecipient's personnel in connection with the Services.

III. TERM OF AGREEMENT AND TERMINATION

A. Upon the full execution of this Agreement, the effective date of this Agreement shall be July 1, 2026, the date that the Prime Agreement period of performance began to run ("Effective Date"). Subaward funds may not be used to support activities conducted prior to the Effective Date of this Agreement and any costs incurred by Subrecipient prior to the Effective Date are disallowed. This Agreement is effective through September 30, 2028 (the "Expiration Date"), or until terminated, whichever occurs first.

B. SFI Inc. may order Subrecipient to suspend and to subsequently resume performance of all or any part of the Services at any time by giving Subrecipient no less than five (5) business days prior notice designating the suspension date. Upon receipt of notice of suspension, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the suspension date. If SFI Inc. requests that Subrecipient resume some or all of the Services, Subrecipient will provide SFI Inc. with a revised schedule which shall be subject to SFI Inc.'s review and approval. Once approved, Subrecipient shall resume the suspended Services in accordance with the approved schedule. The provisions in this section shall be Subrecipient's sole remedy for any suspension of the Services in whole or in part.

C. This Agreement may be terminated by SFI Inc. as follows:

1. upon five (5) days advance written notice in the event of: (i) failure to comply with applicable law, including any provision in Exhibit B to this Agreement by Subrecipient; (ii) fraud by the Subrecipient; (iii) insolvency, bankruptcy, reorganization or receivership of the Subrecipient; (iv) breach of fiduciary duties by the Subrecipient; (v) suspension or debarment by the Government of the Subrecipient; (vi) Subrecipient has an organizational conflict of interest, or any other conflict of interest that the Agency or SFI believes, in their sole discretion, cannot be mitigated; (vii) negligence, neglect or misconduct by the Subrecipient; or
 2. after written notice and ten (10) calendar days (unless a longer time is specified in the written notice by SFI Inc.) Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated in III.B.1) of this Agreement, including but not limited to (i) SFI Inc.'s dissatisfaction with the quality of the Services; and (ii) Subrecipient's failure to complete the Services in a timely manner.
- D. SFI Inc. may terminate this Agreement with immediate effect through notice to Subrecipient in the event of: (i) termination or cancellation of the Prime Agreement by the Agency; (ii) a lapse or interruption of appropriations; (iii) a prior suspension of the Services in accordance with section III.B, or (iv) a determination by SFI Inc. that the communities served do not qualify as eligible per tools and guidance provided by the Agency. In such event, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with section III.G of this Agreement only for those Services furnished prior to the effective date of termination.
- E. Subrecipient shall have the right to terminate its obligations pursuant to this Agreement if SFI Inc. shall fail to make any payment properly owing to Subrecipient hereunder and such failure has not been remedied or cured within thirty (30) days of SFI Inc.'s receipt of written notice thereof. SFI Inc. may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the Subrecipient.
- F. Upon termination of this Agreement by either Party, Subrecipient shall immediately, within thirty (30) days, deliver all work performed pursuant to this Agreement to SFI Inc. (including documents provided to Subrecipient by SFI Inc. and any work in progress, such as notes, drafts and sketches) and shall, upon SFI Inc.'s written request, document on a time and materials basis in detail the status of the services that have been terminated and the delivered work. If requested by SFI Inc., Subrecipient shall, after termination, cooperate on a time and materials basis with SFI Inc. in its or another's efforts on SFI Inc.'s behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.
- G. Upon receipt of a notice of termination of this Agreement, whether for convenience or for cause, Subrecipient shall in accordance with the terms of this Agreement and applicable federal grant requirements:
1. Immediately discontinue all work under this Agreement to the extent specified in the notice of termination;
 2. Promptly terminate all outstanding subcontracts, purchase orders, and other commitments entered into by Subrecipient in connection with the performance of this Agreement, to the extent they relate to the terminated portion of the work, and ensure that all such terminations are effected in accordance with the terms of the respective agreements and applicable law;
 3. Take all reasonable steps to reduce or minimize costs associated with any remaining

commitments or obligations, including, but not limited to, negotiating the cancellation or reduction of subcontracts and purchase orders, and otherwise mitigating any costs or liabilities that may arise as a result of the termination;

4. Subrecipient shall be compensated for all goods and services satisfactorily delivered and accepted prior to the effective termination date. No compensation shall be due for undelivered goods or services.
5. Not incur any further costs or obligations with respect to the terminated portion of the work, shall not expend any funds for undelivered goods and services;
6. Provide SFI Inc. and the Agency, upon request, with evidence of the actions taken pursuant to this Section, including copies of termination notices issued to subcontractors and documentation of efforts to minimize costs; and
7. Comply with all other applicable requirements of this Agreement, the Prime Award, and applicable law with respect to the termination of the Services and the disposition of property, records, and materials.

H. Any terms of this Agreement that, by their nature, extend beyond its termination, shall remain in effect until fulfilled, and apply to respective successors and assigns.

IV. COMPENSATION/ TERMS OF PAYMENT

A. This Subaward is in the amount of \$75,000

1. Pre-award costs more than 90 days prior to award are not allowed. All costs incurred prior to the award are at the Subrecipient's risk.
2. Subrecipient cannot use these funds to support research-based projects.

B. All requirements of federal and state laws, regulations and procedures that apply to SFI Inc. with respect to this Subaward also apply to Subrecipient. This Subaward is subject to subparts A through F of 2 CFR Part 200, as adopted and supplemented and supplemented by the USDA in 2 CFR Part 400.

C. Subrecipient shall not submit any costs that are unallowable under federal regulations or this Agreement to SFI Inc. for reimbursement. Costs that exceed the amount specified in subsection A above, are outside the Term specified in Section III, or that lie outside the scope of the activities in Exhibits A are unallowable. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, Subpart E.

D. If the Agency determines and informs SFI Inc. in writing that Subrecipient has not achieved the Grant Purposes and has little likelihood of doing so, and that therefore SFI Inc. may be required to reimburse the Agency for all or a portion of the Grant funds, SFI Inc. may require reimbursement of all or a portion of the Subaward funds from Subrecipient.

E. For performing the work Subrecipient shall be reimbursed in accordance with the provisions of the Budget and Schedule of Payments in Exhibit A to this Agreement. Such payments shall not exceed the amounts identified in Exhibit A and shall constitute full payment to Subrecipient for all services performed hereunder.

Payment of invoices submitted by Subrecipient is contingent upon a determination by SFI Inc. that the amounts being invoiced are allowable, allocable, and reasonable under applicable rules and regulations. Subrecipient must promptly refund any excess payments received from SFI Inc., including any costs determined unallowable by the Agency and/or through subsequent audit or investigation, including but not limited to audits initiated by Subrecipient, SFI Inc., or any governmental entity.

- F. Subrecipient will use the Subaward funds solely for the Grant Purposes. Subrecipient will repay to SFI Inc. any portion of the amount disbursed to Subrecipient that is not used for these Purposes. Subrecipient understands that this Subaward to Subrecipient is to enable Subrecipient to pursue the Purposes of the Subaward. No funds provided pursuant to this Agreement or matching contributions made under this Agreement may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in 2 CFR Part 200.
- G. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
- I. The Subrecipient receives less than \$250,000 in Federal awards per year.
 - II. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - III. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - IV. A foreign government or banking system prohibits or precludes interest-bearing accounts.
- H. The Subaward received by Subrecipient will cover all costs incurred by Subrecipient in support of this Project. Any additional costs incurred by Subrecipient will be paid by Subrecipient and not reimbursed by SFI Inc.
- I. This subaward is being provided with a complete match waiver because 100 percent of the program benefits will flow to eligible communities. Subrecipient shall perform all work in designated and agreed to areas, as further delineated in Exhibit A.
- J. Subrecipient acknowledges that the Agency's funding of future payments to SFI Inc. is contingent upon: (1) the Agency's determination that all work in connection with the Project is being performed to the Agency's satisfaction; (2) timely receipt and acceptance by the Agency of all Reports and other deliverables; and (3) SFI Inc. and Subrecipient's compliance with all terms and conditions of the Prime Agreement.
- K. Subrecipient acknowledges that the Agency has reserved the right to curtail or terminate the Prime Agreement to SFI Inc. at any time if the Agency determines that the Grant Purposes or terms and conditions of the Prime Agreement are not being met or are unlikely to be met. In the event of a curtailment or termination of the Prime Agreement by the Agency, Subrecipient agrees to cooperate with SFI Inc. in returning all unspent or uncommitted funds as of the date of the Agency's notice of curtailment or termination to the Agency. This Subaward also may be terminated, in whole or part pursuant to 2 CFR200.340.
- L. The Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement in such a fashion that it can provide SFI Inc. and the Agency with sufficient detail to substantiate all expenditures related to the Subaward, including reimbursable costs. Subrecipient will keep copies of all books, records and reports connected to this Agreement through the later of least April 1, 2031, the closeout of all pending matters or audits related to the Prime Agreement, a later date upon receipt of written notice from the Agency. Notwithstanding this provision, if the federal regulations governing this

grant, 2 CFR Part 200 and the applicable Agency-specific regulations governing federal awards, require additional records to be maintained or require the records to be maintained for a longer period of time, the Subrecipient shall adhere to these federal requirements.

- M. The Subrecipient shall give SFI Inc., the United States Comptroller General and the Agency, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Agreement or any Projects funded under this Agreement (including the applicable records maintained by its contractors and sub-subrecipients) for as long as Subrecipient records are retained. Copies thereof shall be furnished at no cost to SFI Inc. or the United States government representatives if requested.

V. **OWNERSHIP OF MATERIALS AND RESULTS; PUBLICATIONS**

A. Under the provisions of this Agreement, the Parties may produce reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, documents, reports, studies, photographs, and maps, as well as product-specific documents, and other forms of intellectual property that may be copyrighted or otherwise legally protected (collectively “Works”).

1. Unless otherwise required by the Agency or agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to the Party that produces the Work.
2. The copyright and other intellectual property rights in any and all data, records, or other products provided by either of the Parties pursuant to this Agreement belong to the Party that provided such material. The material provided may be used solely for the extent allowed under this Agreement. Notwithstanding the foregoing, Subrecipient hereby authorizes SFI, Inc., the Agency and any funding source identified in this Agreement the right to use project metrics and spatial data submitted to the Agency to estimate social benefits that result and to report these results to funding partners on a case-by-case basis as determined by the Agency. These may include, but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (i.e. wildfire, floods), carbon accounting (i.e., sequestration, avoided emissions), environmental justice, and diversity, equity and inclusion.
3. If a Work is jointly produced by the Parties, the copyright will be owned jointly by the Parties.
4. Subrecipient hereby agrees to provide to SFI Inc., the Agency, and any funding source identified in this Agreement, a fully paid up, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter all Subrecipient’s intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on websites and featuring in publications.
5. Subrecipient certifies that any photographs delivered by Subrecipient to SFI Inc. or the Agency in connection with this Project are unencumbered and agrees to provide to SFI Inc., the Agency and any funding sources identified in this Agreement a fully paid up, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter for any purpose that SFI, Inc., the Agency or the funding source determines appropriate.

B. Subrecipient authorizes SFI Inc. and the Agency to publicize Subrecipient’s participation in the Project in press releases, publications and other public communications. Neither Party will publish or

otherwise distribute the Work of the other Party without both the previous written consent of the other Party and crediting the other Party in such Work, except that Subrecipient hereby authorizes SFI Inc. and the Agency to publish or otherwise distribute all deliverables identified in Exhibit A. Subrecipient agrees to comply with the following provisions with respect to any publication made by Subrecipient in connection with this Agreement or the Project:

1. Appropriate credit will be given to SFI Inc., the Agency and the funding sources in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding the Project or any deliverables associated with the Project.
2. Subrecipient must follow the brand and guidance documentation provided and obtain prior Agency approval for the use of any Agency logo if not covered in the guidance document. or insignia.
3. All information submitted for publication or other release of information regarding this Agreement or the Project shall comply with the terms and conditions stated in Exhibit B, including but not limited to statements of publicity and acknowledgement of support and nondiscrimination.
4. Subrecipient cannot use these funds to support research-based projects.

C. Subrecipient acknowledges and agrees that, in addition to monitoring that will aid the Agency in its evaluation of the success of the Project, the Agency may collect information about this Subaward, Subrecipient, and the issues relating to and being addressed by this Subaward. In that connection, the Agency may film, interview, and otherwise document what is being learned through the Project. Subrecipient agrees to cooperate with the Agency and SFI Inc. in these efforts. All video, audio, written, and other materials produced by the Agency or SFI Inc. in this connection (collectively, the “Agency’s Works”), including any and all copyrights in the Agency’s Works, will be the sole property of the Agency and may be made available by the Agency to third parties or the public in the Agency’s sole discretion. In addition, Subrecipient acknowledges that the Agency intends to share with third parties much of the materials produced in this connection, but may impose reasonable limitations upon its use, including registering and enforcing copyrights in the Agency’s Works and licensing use of the Agency’s Works to Subrecipient, SFI Inc. and others, all in the Agency’s discretion.

D. Subrecipient understands that a material condition of the Prime Agreement is that SFI Inc. makes the data, knowledge and other information developed with any Grant funds freely accessible to the Agency, other grantees of the Agency and other interested parties, consistent with the purposes of the Grant.

VI. AUTHORIZED CONTACTS

The following SFI Inc. employees are authorized contacts under this Agreement: Jason Metnick, President, of SFI, Christine Leduc, President, PLT-Canada. The following employees of Subrecipient are authorized contacts under this Agreement: Andrew Sileo, Town Arborist, Kayla Kovach, Sustainability Manager.

VII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Subrecipient may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation,

membership lists, corporate or facility data regarding SFI. Inc. members, information about trade secrets, costs, markets, strategies, plans for future development and any other development, and any other information of a similar nature pertaining to SFI. Inc. or its members. Subrecipient hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Subrecipient shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of SFI. Inc. This section shall survive termination of this Agreement.

VIII. TAXES

Any compensation to Subrecipient will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Subrecipient shall be solely responsible for the payment of those taxes; and Subrecipient shall indemnify SFI. Inc. against any claims for taxes or other payroll deductions, including penalties.

IX. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Subrecipient without the prior written consent of SFI. Inc.

X. REPRESENTATIONS AND WARRANTIES

A. Subrecipient commits to achieve the Grant Purposes of this project as identified in Exhibit A, and to maintain documentation as may be required and otherwise necessary to clearly demonstrate that Subrecipient has achieved the Grant Purposes.

B. Subrecipient agrees to comply fully with all laws and regulations (federal, state and local) applicable to any of its activities associated with this Agreement.

C. Subrecipient specifically agrees to comply with provisions of the United States Internal Revenue Code (“Code”) and regulations applicable to Subrecipient as a tax-exempt organization. This Subaward is not earmarked for lobbying (within the meaning of Section 4945(d)(1) of the Code). Neither Subrecipient nor SFI Inc. has entered into any agreement, written or oral, nor made any representation to the effect that any portion of the funds to be provided under this Subaward may be earmarked for lobbying. Subrecipient will not use any portion of the Subaward funds to influence the outcome of any specific election for candidates to public office or to carry on any voter registration drive except as provided in Section 4945(f) of the Code. Subrecipient affirms that the Project’s budget accurately reflects Subrecipient’s intention to expend at least the amount of this Subaward on non-lobbying activities for the duration of the Subaward.

D. By entering into this Agreement, Subrecipient confirms that its tax-exempt status has not been revoked or modified and agrees to maintain this status during the term of this Subaward. Subrecipient shall notify SFI Inc. immediately of any change in Subrecipient’s tax-exempt status or its non-private foundation status. Subrecipient has a reasonable basis for determining that it will not fail to qualify as a eligible donee within the meaning of the Internal Revenue Code during the term of the Grant.

E. Subrecipient has reviewed the Agency’s conflict of interest policy and agrees to disclose any potential conflict of interest to SFI Inc. in accordance with applicable Agency policy. Subrecipient affirms that it has previously disclosed any potential conflicts of interest to SFI Inc. and that this prior disclosure, if applicable, SFI Inc. is truthful, complete and accurate as of the date of execution of this Agreement. If at any time after the execution of this Agreement Subrecipient learns either that Subrecipient failed to disclose

responsive information or due to changed circumstances the any prior disclosure has changed, Subrecipient will give immediate written notice to SFI Inc.

F. Subrecipient agrees to disclose in writing to SFI Inc., in a timely manner: (1) any potential conflict of interest to the Agency or SFI Inc. in accordance with Agency's conflict of interest policy; and (2) all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Grant.

G. Subrecipient certifies that, to the best of its knowledge and belief, Subrecipient and its subsidiaries, principals and beneficial owners, if any (referred to collectively in this Section as "Subrecipient Parties"):

1. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
2. are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism, and (ii) will not engage in transactions with, or provide resource or support to, any such individuals or organizations or anyone else associated with terrorism;
3. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
4. have not conducted, and will not conduct, their operations in violation of applicable Money Laundering Laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which the Subrecipient Parties, or any one of them, is subject, and no action or inquiry concerning money laundering by or before any authority involving any Subrecipient Party is pending.
5. Will ensure that none of the funds, including supplies and services, received under this Agreement will be provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Should Subrecipient become aware that Subrecipient or any Subrecipient Party is subject to any of the above conditions during the Term of this Grant, Subrecipient must notify SFI Inc. immediately. If SFI Inc. determines that Subrecipient or any Subrecipient Party is subject to any of the above conditions, SFI Inc., may terminate this Subaward effective immediately, with no further obligation hereunder, including payment.

XI. INSURANCE

The Subrecipient shall maintain such insurance as is customary and reasonable within the Subrecipient's industry for entities performing services similar to the Services, but no less than the types and amounts specified in subsections A, B and C below. Such insurance must be kept in full force and effect until the date that all Services are complete and final payment for such Services is made:

A. **Liability Insurance.** Comprehensive commercial general liability insurance for all of Subrecipient's activities and those of its agents and employees, applying to personal injury, bodily injury, and property damage, and including broad form contractual liability coverage, with a combined single limit of liability of

not less than One Million Dollars (\$1,000,000).

B. Worker's Compensation Insurance. Worker's compensation insurance for all of Subrecipient's employees, in compliance with all applicable laws.

C. Vehicle Liability Insurance. Comprehensive vehicle liability insurance for owned, non-owned, and hired vehicles, applying to personal injury, bodily injury and property damage, with a combined single limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.

XII. SUBRECIPIENT STATUS AND LOWER TIERED ENTITIES

A. This Agreement is made with Subrecipient as an independent party and not as an agent or authorized representative of SFI Inc. The Parties acknowledge that each party will continue to pursue other activities. Each party shall be solely responsible for the actions and/or omissions of its employees, contractors and agents in implementing the Project. Subrecipient acknowledges that SFI Inc. has primary fiduciary responsibility for the administration of the Prime Agreement and this Subaward and that by necessity SFI Inc. has certain duties and responsibilities with respect to the Prime Agreement and this Subaward that are not shared by the Subrecipient. SFI Inc. has full responsibility for the execution of the Project deliverables and the use funds as specified in the Prime Agreement.

B. Subrecipient shall not contract with any subrecipient or subcontractor for performance of a portion of the Services without first securing SFI Inc.'s written approval. In the event such approval is granted, Subrecipient shall adhere to grant and contracting procedures and shall subsequently pass down all applicable provisions from this Agreement in any lower tiered subaward or subcontract.

C. Subrecipient shall include language in all subcontracts that afford Subrecipient the right to terminate the subcontract in the event of unforeseen changes. All subcontracts should include provisions to reflect the provisions in Section III.G. and any costs borne by Subrecipient for failure to do so shall be borne solely by Subrecipient. Termination provisions in any subcontract shall be no less stringent than the sample termination provisions prepared by the Agency to be provided by SFI. Inc. to Subrecipient.

XIII. NOTICE

Any notice or report required or permitted to be given under the provisions of this Agreement shall be in writing and be delivered either by mail, by personal delivery, or by electronic mail with "read receipt" to all of the representatives of each Party identified below. If the names, titles, or addresses of such representatives change for any reason, each Party shall notify the other immediately of such change and provide updated contact information. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

a) If to SFI. Inc., to:
Christine Leduc
President of PLT-Canada
Sustainable Forestry Initiative, Inc.
2121 K St. NW, Suite 750
Washington, DC 20037

b) If to Subrecipient, to:
Andrew Sileo
Town Arborist
Town of Davidson
251 South St.
Davidson, NC 28036



SUSTAINABLE
FORESTRY
INITIATIVE

SUBRECIPIENT AGREEMENT

Christine.Leduc@forests.org

asileo@townofdavidson.org

AND

Jason Metnick
President, Sustainable Forestry
Sustainable Forestry Initiative, Inc
2121 K St. NW, Suite 750
Washington, DC 20037
Jason.Metnick@forests.org

Kayla Kovach
Sustainability Manager
Town of Davidson
251 South Street
Davidson, NC 28036
kkovach@townofdavidson.org

XIV. **INDEMNIFICATION**

A. Subrecipient shall indemnify and hold harmless SFI Inc., the Agency, any funding source identified in this Agreement, their respective officers, directors, agents, and employees, in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from: (i) the negligent acts, errors, or emissions, or the intentional, willful, or reckless misconduct or gross negligence of Subrecipient in its performance of the Project; or, (ii) Subrecipient's infringement of patents or copyrights, or unauthorized disclosure of trade secrets in its performance of the Project.

B. These indemnification provisions shall survive termination of this Agreement.

XV. **GOVERNING LAW/VENUE**

This Agreement shall be governed exclusively by and pursuant to the laws of the District of Columbia. Any and all suits or claims by either party shall be brought exclusively in the District of Columbia.

XVI. **ENTIRE AGREEMENT/SEVERABILITY**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XVII. **WAIVER**

The failure of either Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVIII. **MISCELLANEOUS**



A. The captions of each paragraph of this Agreement are inserted solely for the reader’s convenience and are not to be construed as part of or in interpreting this Agreement.

B. Neither Party shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the Party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented (“Force Majeure Event”). This provision shall become effective only if the Party failing to perform notifies the other Party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Force Majeure Event, and takes all reasonable steps to minimize damages and resume performance.

C. All exhibits and attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

By (Signature): _____

Name: Austin Nantz

Title: Town Manager

Date: _____

SUSTAINABLE FORESTRY INITIATIVE, INC.

By (Signature): _____

Name: Christine Leduc

Title: President of PLT-
Canada

Date: _____

EXHIBIT A

Subaward Services and Schedule

Background Information and Purpose:
Town of Davidson SFI Certification

Project Impact:

SFI Certification:

The certification will help us show our community and community partners all the amazing work we are doing/providing but also show our weak points. We can then use this information to better our Town's Strategic Plans, Climate Action Plan, and Urban Community Forestry Plan along with others that are all intertwined and relevant to this certification. Knowing where we stand on both our strengths and weaknesses will help us allocate funds more appropriately to focus on the weaker areas while also maintaining our stronger areas. This will also help foster better collaboration with community partners who help make this certification attainable. These partners include, but not limited to, the Town of Davidson, Davidson College, and Davidson Lands Conservancy. These are the 3 main tree advocates for the community and with this certification we can better understand each other's strengths and weakness to help each other via our different resources and connections. To then give back to our community and continue to show the importance of not only our tree canopy but the entire ecosystem.

Deliverables and Schedule for Performance:

Timing and Description of Progress Reports and Benchmarks:

Town of Davidson shall submit quarterly and semi-annual performance reports. The semi-annual reports are due 15 days after the reporting periods ending June 30 and December 31. The final performance report shall be submitted either with Town of Davidson's payment request, or separately, but not later than 60 days from the expiration date of the award.

Additional pertinent information: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided with instructions for project impact reporting.

Quarterly and programmatic reports or questions shall be sent to:

Attn: Jason Metnick
2121 K St. NW Suite 750
Washington, DC 20037
Jason.Metnick@Forests.org

Key Personnel:

Andrew Sileo, Town Arborist, Town of Davidson
Kayla Kovach, Sustainability Manager, Town of Davidson

Budget Details:

Budget Category	Cost
Contractual	\$60,000
Personnel/Fringe	\$7,500
Indirect	\$7,500
Total	\$75,000

Contractual:

Contractual services will be used to complete the audit process for the SFI Urban and Community Forest Sustainability Standard Certification. Town of Davidson will hire an accredited audit that meets the requirements to perform the audit process. Funds will also be utilized by a contractor to help prepare and with any gaps for the stage 1 findings.
\$60,000

Personnel/Fringe: Oversight of the project and helping gather materials for the stage 1 audit will be completed by the Town Arborist. Estimated time spent to oversee the contractual work and provide insight to contractors on critical documentation to gather appropriate evidence.
\$7,500

Indirect: overhead costs to maintain grant
\$7,500

Total \$75,000

Financial Reporting and Reimbursement:

The Subrecipient shall maintain complete and accurate financial records in accordance with applicable federal regulations, including 2 CFR Part 200, and shall submit financial reports and reimbursement requests as follows:

- **Financial Reporting Frequency:**

The Subrecipient shall submit interim **semi-annual financial reports**, due no later than fifteen (15) days after the reporting periods ending June 30 and December 31. A final financial report shall be submitted no later than sixty(60) days following the expiration or termination of this Agreement.

- **Documentation Requirements:**

Each financial report shall include:

- A summary of expenditures by budget category, which aligns with the initial budget included in the subaward agreement
- A comparison of actual expenditures to the approved budget
- Supporting documentation sufficient to substantiate all costs
- Written certification that all costs are accurate, allowable, and incurred in accordance with the subaward Agreement

- **Budget Variance:**

Any variance of ten percent (10%) or greater within a direct cost category must be clearly identified and justified. Prior written approval from SFI Inc. is required for such variances as required under applicable federal regulations.

- **Expense Reimbursement Requests:**

The Subrecipient may submit reimbursement requests **on a quarterly basis or more frequently as needed**, but not more than once per month. All reimbursement requests must be submitted within sixty (60) days following the end of the reporting period, expiration, or termination of this agreement.

- **Documentation Requirements:**

Each expense reimbursement request shall include:

- Supporting documentation sufficient to substantiate all costs in grouped by budget category
- Written certification that all costs are accurate, allowable, and incurred in accordance with the subaward Agreement

- **Cost Allowability and Approval:**

Expense reimbursement shall be made on a cost-reimbursable basis and is contingent upon SFI Inc.'s determination that all costs are:

- Allowable
- Allocable
- Reasonable
- In compliance with this Agreement and applicable federal regulations in accordance with with 2 CFR

- **Review and Payment:**

SFI Inc. reserves the right to review all submitted reports and reimbursement requests and to request additional supporting documentation prior to processing payment. SFI Inc. may withhold payment for any costs that are incomplete, inadequately supported, inconsistent with the approved budget, or otherwise noncompliant with federal regulations.

Disallowed Costs and Repayment

Any costs post reimbursement that are determined to be unallowable, unsupported, or outside the approved scope of this Agreement may be disallowed, and the Subrecipient shall promptly reimburse SFI Inc. for any such disallowed or excess amounts.

Quarterly and programmatic reports or questions shall be sent to:

Attn:

Jason Metnick 2121 K St. NW Suite 750

4901-0598-0253, v. 1

Washington, DC 20037
Jason.Metnick@Forests.org

All financial reports and supporting documentation must be sent:

The Sustainable Forestry Initiative
Attn: Christine Leduc
2121 K St NW Suite 750
Washington, DC 20037
Christine.Leduc@forests.org

EXHIBIT B

The Parties acknowledge and agree that SFI Inc.’s subaward to Town of Davidson under this Agreement is funded by USDA, Forest Service State, Private and Tribal Forestry, Cooperative Forestry Grant No. 24-CA-11132544-009 (“Prime Agreement”). The Prime Agreement to SFI is funded by the following Federal sources:

<i>FUNDING SOURCE</i>	<i>FEDERAL AWARD IDENTIFICATION NUMBER</i>	<i>FUNDING PERIOD END DATE</i>
USDA, Forest Service State, Private and Tribal Forestry, Cooperative Forestry	24-CA-11132544-009	December 31, 2028

The following Prime Agreement terms are incorporated into this Agreement to the extent (i) that they do not conflict with the terms of the Agreement, and (ii) that they are applicable to and binding upon Subrecipient and its subrecipients. The capitalized term “Subrecipient” used in this Exhibit B shall mean Town of Davidson.

1. REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

1.1. Compliance with Laws

1.1.1. In General

By execution of this Agreement and through its continued performance hereunder, the Subrecipient represents, certifies and agrees that it is and shall continue to conduct all activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be passed down to any and all contractors, subcontractors or subrecipients entered into by the Subrecipient in the performance of this Agreement.

1.1.2. Compliance with Anti-Corruption Laws

The Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C.§dd-1et seq.), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the Subrecipient performs under this Agreement.

1.1.3. Compliance with Anti-Terrorism Laws

The Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by SFI pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the

U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as SFI may identify from time to time.

1.1.4. Compliance with Additional Laws and Restrictions

The Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

1.2. Subrecipient Debarment and Suspensions

By and through Subrecipient's execution of this Agreement, Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by SFI with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

1.3. Conflicts of Interest

By execution of this Agreement, Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Subrecipient. If Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest during the course of performance of this Agreement, Subrecipient will immediately notify SFI in writing of such actual or potential conflict of interest, whether organizational or otherwise.

1.4 Insurance

Subrecipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by the Subrecipient and associated with this Award in any way.

2. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

2.1. Use of Federal Funds

If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 2 and 3 of this Exhibit set forth herein. The Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

2.2. 2 CFR § 200 Subpart F Audits

It is the responsibility of the Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The Subrecipient shall notify SFI in writing about 2 CFR Subpart F audit findings related to projects funded by SFI pass-through funds. The Subrecipient understands that SFI may require the Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

2.3. Real and Personal Property

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable. Notwithstanding the preceding text, no acquisition of real property or equipment is permitted under this Subaward.

2.4. Mandatory Disclosure

Subrecipient must disclose, in a timely manner, in writing to SFI all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

2.5. Trafficking in Persons

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), Subrecipient shall comply with the below provision~~s~~. Further, Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
- b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
- c. *Provisions applicable to any recipient*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

2.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit. Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

2.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

2.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

2.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

2.11. Drug-Free Workplace.

The Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

2.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020) As required by 2 CFR 200.216, the Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the Subrecipient's execution of this Agreement, the Subrecipient warrants and represents that the Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

2.13. Domestic Preference for Procurements.

a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b) For purposes of this agreement, the following definitions apply:

- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
- ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgment of and agreement with the below representations, certifications, and other statements. Further, should circumstances of the Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the Subrecipient shall promptly notify SFI of such change in circumstance. Finally, SFI reserves the right to update and require subsequent acknowledgement of and agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

3.1. Department of Agriculture.

3.1.1. National Environmental Policy Act; the Endangered Species Act; and the National Historic Preservation Act.

As a condition of this award, the Subrecipient is approved to begin planning and design aspects related to this award. All project activities must be reviewed and comply with National Environmental Policy Act (NEPA), Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA). Once the final project plans are available and draft compliance documents completed, the Subrecipient must submit them to SFI. No on the ground work or activities that have the potential to affect resources protected by these Acts will begin until the Service has reviewed, finalized the compliance documents, and notified the Subrecipient in writing that such work can begin. In the event any archaeological or historic materials are encountered during

project activity, work in the immediate area must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
2. Take reasonable steps to ensure the confidentiality of the discovery sites; and
3. Take reasonable steps to restrict access to the site of discovery.

The Subrecipient must notify the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with the Subrecipient regarding actions to be taken and disposition of material. If Human remains are uncovered, appropriate law enforcement agencies must be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribe(s) will take place in order to mitigate the final disposition of said remains.

3.1.2. Department of Agriculture Conflict of Interest Requirements.

(1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3.1.3. Data Availability.

(a) Applicability. The Department of Agriculture is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The Subrecipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party

evaluation and reproduction of the following:

- (1) The scientific data relied upon;
- (2) The analysis relied upon; and
- (3) The methodology, including models, used to gather and analyze data.

3.1.4. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to

receive such information. The Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

3.1.5. Publicity and Acknowledgement of Support – USDA Forest Service

The Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau or government employee endorsement of a product, service, or position that the Subrecipient represents. No release of information relating to this award may state or imply that the Government approves of the Subrecipient's work products or considers the work product to be superior to other products or services. The SFI Recipient must obtain prior approval for any public information releases concerning this award which refer to the USDA Forest Service or any bureau or employee (by name or title). The specific text, layout of photographs, etc. of the proposed release must be submitted with the request for approval. The Subrecipient must include this provision in subawards made under this award to any recipient other than a State, local, or federally recognized Indian tribal government.

3.1.6. Deliverables/Products (FWS).

If deliverables/products other than standard financial and performance reports are produced under this award, the Subrecipient is required to send two printed copies of all final published products to:

- (a) through electronic mail to the SFI Project Manager.

3.2 Department of Agriculture

3.2.1. Federal Financial Assistance.

The Subrecipient is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any subaward must follow the regulations found in 2 CFR 200.330 through .332

3.2.2. Eligible Workers.

The Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Subrecipient shall comply with

regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

3.2.3. Nondiscrimination.

The Subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding:

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

3.3 Highly erodible lands and wetland conservation compliance.

Activities performed under this award may not include operational or policy decisions or political advocacy related to or affecting highly erodible lands or wetland conservation compliance under the Food Security Act of 1985 as amended.

3.4 Privacy Act and Confidentiality.

a. Activities performed under this subaward may involve access to confidential and potentially sensitive information about governmental and Landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of the Farm Production and Conservation (FPAC).

b. Subrecipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. Subrecipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

3.5 Acknowledgment of Section 1619 Compliance.

Subrecipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.

3.6 Acknowledgment of Support and Disclaimer (USDA).

Subrecipient agrees to ensure that the following acknowledgment of USDA support appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this subaward:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number(s) here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific grants or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

Subrecipient must ensure that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this subaward.

3.7 National Policy Requirements.

Subrecipient must comply with all relevant public policy requirements, including those in general appropriations provisions, which can be accessed at this link:

https://www.usda.gov/sites/default/files/documents/Regulatory_Statutory_National_Policy_Requirements_Overlay.pdf

3.8 Build America, Buy America for Construction.

"Buy America" preference applies to Federal financial assistance awards that include construction components, even if it is funded by both Federal and non-Federal funds under the subaward. A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a construction project.

Subrecipient must ensure that none of the funds provided under this award are used for project construction unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. (Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.) The Buy America

preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a construction project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished project but are not an integral part of the structure or permanently affixed to it.

AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-40-9910-633	Contribution to Capital Projects		\$68,510.00

Assigned Fund Balance will be used for design work at Parham Park. These funds are a grant from Duke Energy.

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-00-3990-980	Fund Balance Appropriated		\$68,510.00

Assigned Fund Balance from a Duke Energy Grant will be transferred to the Community investment Fund for Parham Park Design.

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

Adopted this 30th day of June, 2026

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk



**RESOLUTION 2026-11
ADOPTING MECKLENBURG COUNTY
FIRE PROTECTION SERVICES AGREEMENT WITHIN THE TOWN OF DAVIDSON ETJ
OR NORTH STAR FIRE DISTRICT**

WHEREAS, North Carolina General Statute §153A-233 provides that a county may maintain a fire department and provide financial assistance to incorporated volunteer fire departments (VFD) and may contract for fire- fighting or prevention services with counties, cities, or other units of local government, and may for these purposes appropriate funds not otherwise limited as to use by law; and

WHEREAS, the Mecklenburg Board of County Commissioners has established fire protection service districts that cover the entire unincorporated area of Mecklenburg County and has levied a property tax for every fire protection service district for the purpose of funding fire protection services in the unincorporated area of Mecklenburg County; and

WHEREAS, the Town agrees to contract with the County to provide fire protection services in the area that is within the portion of unincorporated Mecklenburg County which is in the sphere of influence of the Town as shown on the map attached hereto as Attachment A (such area referred to herein as the “District”) by exercising the power granted to the County by N.C.G.S. 153A-233 to maintain a fire department and/or to provide financial assistance to incorporated volunteer fire departments in the unincorporated area of Mecklenburg County; and

WHEREAS, the County and Town desire to enter into this Agreement for the Town to furnish fire protection and emergency services for and within the District using either a municipal fire department, or by contracting with one or more incorporated volunteer fire departments that meet the criteria set forth in this Agreement.

NOW, THEREFORE, be it resolved that the Board of Commissioners of the Town of Davidson hereby:

1. Authorizes the Town Manager or Mayor to execute the Mecklenburg County Fire Protection Services Agreement.
2. The term of the contract is 7/1/26 – 06/30/27.

Adopted on the ____ of ____ 2026.

Attest:

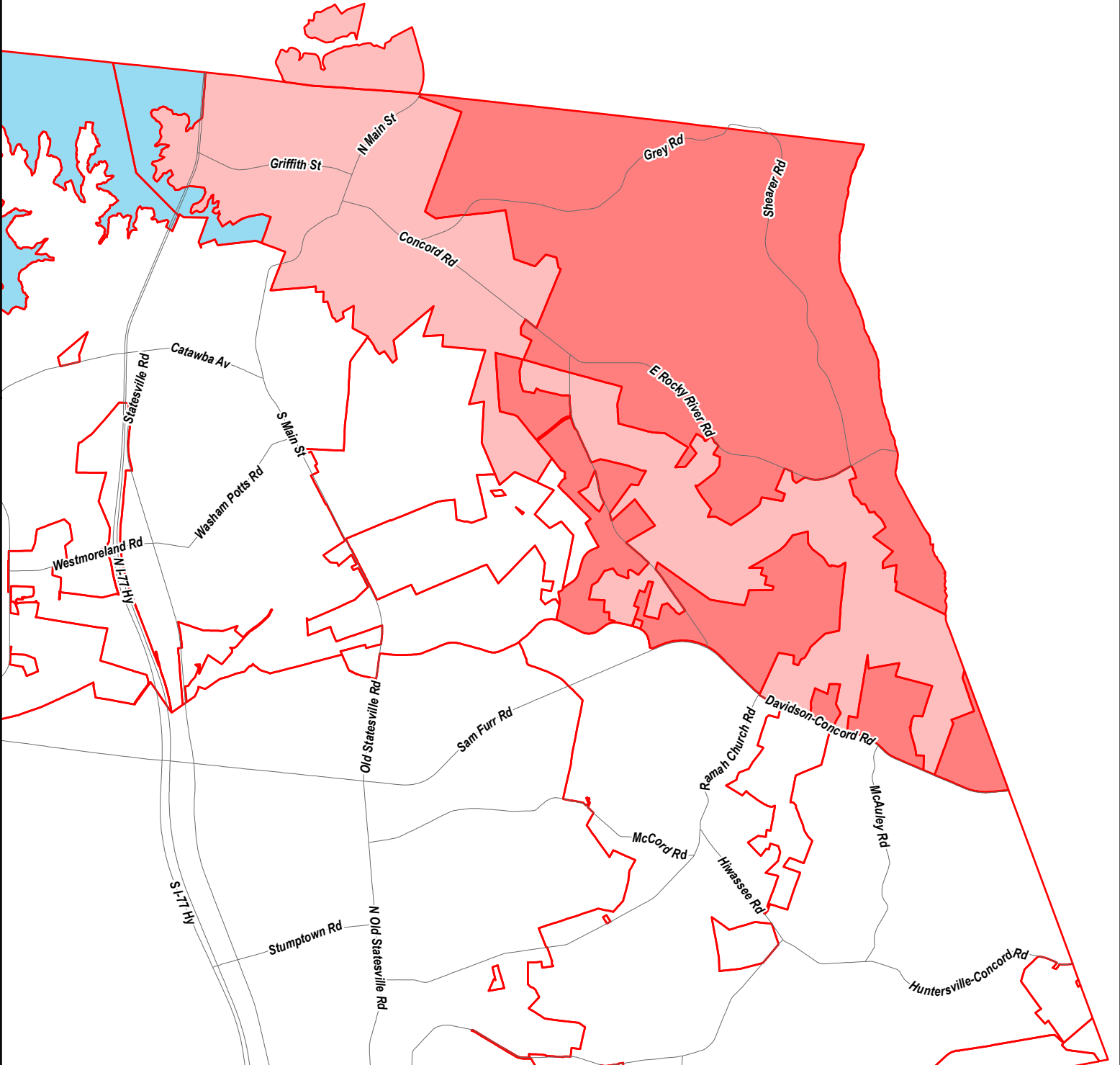
Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk

Approved form: _____
Town Attorney

Legend

- Davidson
- Davidson Rural



Davidson VFD

Map prepared by Jamie Metz (GIS) : June 22, 2016





EXHIBIT A

State of North Carolina

County of Mecklenburg

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of July 2026 by and between **Mecklenburg County**, a political subdivision of the State of North Carolina, hereinafter referred to as the “County”, and the **Town of Davidson**, a North Carolina municipal corporation, hereinafter referred to as the “Town”.

Identification:	Town of Davidson
Address:	PO Box 579 Davidson, NC 28036
Telephone:	704-892-7591
Contact Person:	Austin Nantz
Term of Contract:	07/01/2026 – 06/30/2027

RECITALS:

- A. WHEREAS North Carolina General Statute §153A-233 provides that a county may maintain a fire department and provide financial assistance to incorporated volunteer fire departments (VFD) and may contract for fire- fighting or prevention services with counties, cities, or other units of local government, and may for these purposes appropriate funds not otherwise limited as to use by law; and
- B. WHEREAS the Mecklenburg Board of County Commissioners has established fire protection service districts that cover the entire unincorporated area of Mecklenburg County and has levied a property tax for every fire protection service district for the purpose of funding fire protection services in the unincorporated area of Mecklenburg County; and
- C. WHEREAS the Town agrees to contract with the County to provide fire protection services in the area that is within the portion of unincorporated Mecklenburg County which is in the sphere of influence of the Town as shown on the map attached hereto as Attachment A (such area referred to herein as the “District”) by exercising the power granted to the County by N.C.G.S. 153A-233 to maintain a fire department and/or to provide financial assistance to incorporated volunteer fire departments in the unincorporated area of Mecklenburg County; and
- D. WHEREAS the County and Town desire to enter into this Agreement for the Town to furnish fire protection and emergency services for and within the District using either a municipal fire department, or by contracting with one or more incorporated volunteer fire departments that meet the criteria set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto contract and agree as follows:

SECTION 1. USE AND AMOUNT OF SERVICE TAX LEVIED

The Mecklenburg Board of County Commissioners has agreed to levy and collect a tax each year on all taxable property within District. The amount of such fire protection service district tax levy shall be determined by the Board of County Commissioners from year to year and maintained by the County in a special fund as provided by law and more specifically set out in Section 2 here under. Out of this fund, the County shall, to the extent of the taxes collected hereunder, provide funds for fire protection services for the District by appropriating funds for fire protection services to the Town. For each fiscal year, the funds provided to the Town from the fire protection service district tax fund shall be based on the request submitted by the Town to the County and as approved by and deemed necessary by the Board of County Commissioners for furnishing fire protection services within the District. The Town will recommend a tax rate for the District based on their annual budget assessment as it relates to the projected tax rate for fire protection services within the Town.

Fire protection services district tax funds levied and collected by the County and paid to the Town by the County shall be used solely for fire department operations, fire protection and emergency services in the District and other areas of response as dispatched and to meet the standards established by this Agreement.

SECTION 2. ACCOUNT MAINTAINED FOR RECEIPTS FROM SERVICE TAX

A separate account will be maintained by the County for the receipts from the property tax levied for the District. Any fire protection service tax district revenues collected annually in excess of the approved total appropriations shall be maintained in the separate account established by the County and held for appropriation in future fiscal years to fund fire protection services in the tax district from which collected. The Mecklenburg County Fire Commission shall make recommendations to the Board of County Commissioners for distribution of these revenues.

The County will pay the approved total appropriations, up to the amount of taxes collected, to the Town in equal monthly payments on the last day of each month.

SECTION 3. PAYMENT PROVISIONS

1. Amount payable each month: \$32,144.17
Annual payment for Fire Protection Service: \$385,730.00
2. Submit monthly invoices via electronic format to the email address: LUESA.invoices@mecklenburgcountync.gov. Each invoice shall provide a certification of the hours during which qualified staff were available for response to calls for service. For every hour in which staffing levels per Section 11.D. of this agreement were not met, the invoice will be reduced by \$20.00 per hour per staff member.
3. Electronic invoices must be submitted in accordance with the following privacy and security requirements:
 - a. The Service Provider shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
 - b. Electronic exchange of confidential information, including any email which will include invoices, billing information, employee or administrative data, or any information regarding the delivery of services, must be sent and received via encrypted methods.
4. Payment will be made via electronic funds transfer.

5. Town will submit an invoice by the fifth (5th) of each month. The total amount paid under the terms of this Agreement shall not exceed the maximum amount payable in #1 above.
6. The first invoice will be due no later than August 15, 2026, for services rendered from July 1st through July 31st of the current year and will be paid provided the contract has been fully executed.
7. Upon receipt, the invoice will be validated and verified for accuracy and submitted to Finance for payment. Incorrect invoices will be clarified with Town with corrections/changes made on a revised invoice.
8. The date of the revised invoice will be considered as the original date of the invoice.
9. County will authorize approved amounts to be paid to Town.
10. Failure to send requests to the appropriate person may result in payment being delayed beyond thirty (30) calendar days.
11. For services rendered from June 1st through June 30th of the previous year, the invoice will be due no later than July 5th of the current year. Late billings must be submitted for payment no later than sixty (60) calendar days from the date of service. If billing is over (60) calendar days, the County may deny payment.

SECTION 4. SERVICES FURNISHED BY TOWN

The Town will furnish fire protection and other emergency services twenty four (24) hours per day, seven (7) days per week, 365 days per year as determined and approved by the Town's governing body and as contracted for by the County within the District and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the District, or shall contract with one or more incorporated volunteer fire departments to provide such services. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with Section 16 of this Agreement. The Town shall furnish said fire protection in the District without charge (other than the service district tax funds) to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Town from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services exceeding the scope of this Agreement for a fee. This provision shall not prohibit the Town from billing for certain services, including but not limited to hazardous materials mitigation responses nor shall this provision prohibit the Town or volunteer fire departments from additional fundraising, memberships dues or similar funding.

SECTION 5. BOOKS AND RECORDS

The Town shall maintain a written accounting system which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds subject to this Agreement and an inventory of all equipment purchased with County tax funding (it being acknowledged and agreed that the Town is not required to maintain separate accounting for fire and emergency related services provided within the Town corporate limits and outside the Town corporate limits). The County may inspect the financial books and records of the Town at reasonable times during regular business hours of the Town during the Term of this Agreement for up to three (3) years after the end of the Term of the Agreement. The Town agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County.

SECTION 6. AUDIT

The Town shall provide the County with an audit and accompanying management letter prepared in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event that the audit or management letter reveals any reportable and/or material issue(s) related to Town fire operations, including those provided in the District, with regard to compliance with generally accepted accounting principles, the Town shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the County on progress made in resolution of each issue.

SECTION 7. DECISION MAKING PROCESS OPEN TO PUBLIC

The Town acknowledges that it is a public body subject to the provisions of N.C.G.S. Chapter 143, Article 33C and agrees to comply with all provisions of said statute in conducting any decision-making process required by the terms of this Agreement.

SECTION 8. NOTICE OF FAILURE TO MAINTAIN DELIVERY OF SERVICES

In the event that the Town's governing body determines that the Town is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteers, part-time or full-time members, or other reasons for loss of ability to deliver services, the Town shall immediately notify the County.

SECTION 9. TOWN'S USE OF FUNDS

The Town shall use the funds subject to this Agreement in accordance with the annual Town Budget. This budget may be amended by the Town within the approved total appropriations made available by this Agreement. All service tax funds provided by the County to the Town must be used for furnishing fire protection and emergency services within said District. For each year of the term of this Contract and as part of each parties' annual budget process, the Town Manager and County Fire Marshal shall agree in writing to a mutually agreeable method to demonstrate compliance with this Section.

SECTION 10. INSURANCE AND INDEMNIFICATION

The Town and its contracted VFD shall obtain and keep in force during the term of this Agreement the following minimum insurance coverage. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and Workers' Compensation. Coverage shall be maintained continuously during the term of this agreement. The Town shall be responsible for purchasing or assuring the provision of such insurance coverage for both regular employees and volunteers.

- A. **Worker's Compensation:** Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim.
- B. **Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions:** Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

The County shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this contract. The county shall be designated as Certificate Holder on the Certificate of Insurance.

- C. **Business Auto Policy**: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.
- D. **Management Liability/Directors and Officers Liability**: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
- E. **Umbrella Liability**: Coverage with limits of \$2,000,000.00. Coverage shall excess the underlying auto liability, employer's liability, general liability including Medical Malpractice and Errors and Omissions liability. There shall not be any "drop down deductibles" in areas where underlying coverage is not required but the Umbrella Policy provides coverage. *Note: " The Umbrella Liability coverage may be waived provided the Town's General Liability and Auto coverage exceeds a Limit of Liability of \$4,000,000."*
- F. **Fidelity Bonds**: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

To the extent permitted by law, the Town shall indemnify and save harmless the County, its officers, agents, and employees from and against all loss, cost, damages, expense and liability caused by accidents or other occurrence resulting in bodily injury, including death, sickness and disease to any person arising directly or indirectly from the negligence of the Town in performance of its obligations under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

SECTION 11. STANDARDS OF PERFORMANCE.

- A. The Town shall furnish fire protection and emergency services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Office of the State Fire Marshal, the North Carolina General Statutes, and other pertinent federal, State and County laws, regulations and standard.
- B. The Town shall annually furnish documentation to the County certifying and/or verifying that the Town fire department or volunteer fire department servicing the District is in compliance with the minimal ISO performance standards, as well as the rules and regulations, as set forth by the North Carolina Department of Insurance, the North Carolina Office of State Fire Marshal, and the North Carolina General Statutes.
- C. Fire Department shall provide County an accounting of all equipment purchased with tax dollars during a fiscal year by the last day of each fiscal year.
- D. Fire Department shall maintain 4 qualified personnel available for response 24 hours per day, 7 days per week, 365 days per year.

SECTION 12. RELATIONSHIP OF PARTIES

The County and the Town agree that the Town shall operate and act as an independent contractor of the County, and the County is in no way responsible for the administration and supervision of the officers, employees, subcontractors, and agents of the Town, which persons it is agreed are not the officers, employees, subcontractors, and agents of the County.

SECTION 13. TERM OF AGREEMENT

This agreement shall become effective as of July 1, 2026, and shall automatically renew from fiscal year to fiscal year unless terminated by either party in accordance with Section 15 of this Agreement or replaced with a new contract in the future.

SECTION 14. NON-ASSIGNABILITY

This Agreement may not be transferred, assigned, or subcontracted by the Town without the prior written consent of the County.

SECTION 15. TERMINATION

This Agreement may be terminated in the following manner:

- (a) By either party for breach that has not been cured within thirty (30) days after written notice of the breach; and
- (b) At any time by mutual consent; and
- (c) By either party without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the date of termination. Failure of the Town and the County to agree on the level of funding (or the Town Budget) for fire protection and emergency services shall require at least ninety (90) days' notice to terminate if the County provides at least the same level of funding as provided during the previous fiscal year.

SECTION 16. AMENDMENTS

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective.

SECTION 17. NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax as follows:

To the County: See **CONTRACT SUMMARY B2a.**

To Town: See **CONTACT SUMMARY B1a.**

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective as noted below:

- A. Area to be served in Mecklenburg County is as identified on the attached Map (see Attachment A).
- B. Agreement Identification:
 1. Town
 - a. Name of Agreement Administrator: Austin Nantz
 - b. Telephone Number: 704 892-7591
 - c. E-mail: anantz@townofdavidson.org
 - d. Fax:
 - e. Name of Program Contact: Jeremy Monteith
 - f. Telephone Number: 704-892-7591
 - g. E-mail: Fax:
 - h. Name, Location, and Mailing Address: P.O. Box 579 Davidson, NC 28036 Same as above.
 - i. Status: MUNICIPALITY
 - j. Federal Tax Identification Number:

2. County
 - a. Name of Agreement Analyst: Brian Lowman
 - b. Telephone Number: 980-314-2418
 - c. E-mail: Brian.Lowman@MecklenburgCountyNC.gov
 - d. Fax:
 - e. Name of Accountant: Renae Epling
 - f. Telephone Number: 704-292-0813
 - g. E-mail: Renae.Epling@MecklenburgCountyNC.gov
 - h. Fax:
 - i. Address of Department: 2145 Suttle Ave. Charlotte, NC 28208

SECTION 18. MISCELLANEOUS MATTERS

A. Pursuant to NCGS §143-133.3 and NCGS § 64-26(a), any “employer” that transacts business in North Carolina and employs 25 or more employees in this State entering into a contract with Mecklenburg County is required to verify the work eligibility status of all newly hired employees through the E-Verify program.

B. **IRAN DIVESTMENT ACT PROHIBITION.** Each party of this agreement represents to the other party that as of the date of this Contract or purchase order, that they are not currently listed on the Final Divestment List created and maintained by the North Carolina State Treasurer pursuant to G.S.143-6A-4. Further, pursuant to G.S. 143C-6A-5(b), Town further agrees to notify the County Procurement Department if at any time during the term of this agreement, it is added to the "List." The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/Iran.

C. **E-VERIFY, FMLA, ADA, OSHA.** Both parties agree to make themselves aware of and comply with, and cause their subcontractors to comply with all federal, state, and local laws, regulations and ordinances relating to the performance of this Agreement or to the Services delivered hereunder, including without limitation, E-Verify (Article 2 of Chapter 64 of the North Carolina General Statutes), Workers’ Compensation, the Fair Labor Standards Act (FLSA) the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and Occupational Safety And Health Administration (OSHA). The Town further agrees to obtain all verifications, permits and licenses applicable to the performance of this Agreement. If any violation of this section has occurred or does occur, the violating party will indemnify and hold harmless the non-violating party from all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

D. **Contractor Certifications Required by North Carolina Law**

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf

- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2.(e)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

1. **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

2. **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:
 - a. Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

 - b. [check **one** of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

 - The Contractor or one of its affiliates **has** incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001, **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

3. **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

4. The undersigned hereby certifies further that:
 - a. He or she is a duly authorized representative of the Contractor named below; and

 - b. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

 - c. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers as of the day and year first above written.

TOWN OF DAVIDSON

BY: _____
Mayor or Town Manager

Attest:

BY: _____
Town Clerk

Approved as to Form

Town Attorney

Notary Acknowledgment

ATTEST: Must Be Notarized

(Fields left blank so you can type directly into them.)

State of _____ County of _____

On this ___ day of _____, 20___, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public Signature

MECKLENBURG COUNTY AUTHORIZED OFFICER SIGNATURES TO FOLLOW



RESOLUTION 2026-12

RESOLUTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN MECKLENBURG COUNTY AND THE TOWN OF DAVIDSON FOR IMPLEMENTATION OF THE DAVIDSON TAX ASSISTANCE PROGRAM

WHEREAS, The Town of Davidson established the Davidson Tax Assistance Program (“DTAP”) in 2023 for qualifying low-income residents who wish to continue living in their homes as they face tax increases resulting from the real property reappraisals and wants to partner with Mecklenburg County to expand and administer the Program.

NOW THEREFORE BE IT RESOLVED the Town of Davidson Board of Commissioners does hereby resolve:

1. The Interlocal Cooperation Agreement Between Mecklenburg County and the Town of Davidson attached hereto as **Exhibit 1** is hereby APPROVED.
2. The Town Manager is hereby authorized to take such measures as necessary to execute and comply with the terms of **Exhibit 1**.

Adopted on the ____ day of ____ 2026.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor

Approved form: _____
Town Attorney

EXHIBIT A

FY2027 HOMES Program

FY27 HOMES Funding Break-out	Mecklenburg County	Davidson	Combined
Grants	4,540,000	21,164	4,561,164
Grant Expenses			
Totals	4,540,000	21,164	4,561,164
<i>Administration-On-going Funding</i>			
Full-Time County Staff	316,406		316,406
Actuals			
Casual Labor	259,385		259,385
Actuals			
Marketing	83,176		83,176
Actuals			
Operations (tech, phone, supplies, training)	20,000	1,176	21,176
Actuals			
Sub-Total	678,967	1,176	680,143
Total	5,218,967	22,340	5,241,307

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
MECKLENBURG COUNTY AND TOWN OF DAVIDSON**

This **INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into by and between Mecklenburg County (referred to herein as "County"), a political subdivision of the State of North Carolina and the Town of Davidson (referred to herein as "Town") a municipal corporation organized under the law of the State of North Carolina each a "Party," (or collectively the "Parties"), to be effective July 1, 2026.

WITNESSETH:

WHEREAS, the Town and the County have the authority pursuant to General Statute § 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to enter into Agreements and Partnerships with each other for the exercise of any governmental function which either has been granted the authority to exercise and to enter into Interlocal cooperation agreements to specify the details of these undertakings; and

WHEREAS, Mecklenburg County recognizes that homeownership is the single most important investment that many residents make in their lifetime; and

WHEREAS, the Mecklenburg County Board of Commissioners established a taxpayer assistance program ("HOMES") in 2022 to assist qualifying low to moderate income residents within Mecklenburg County to retain their primary residence (their home) by reducing the increased financial burden as a result of escalating real estate property values and resulting in property tax increases: and

WHEREAS, the Town of Davidson established the Town Tax Assistance Program (DTAP) in 2023 for qualifying low to moderate income residents who wish to continue living in their homes as they face tax increases resulting from the real property reappraisals and wants to partner with Mecklenburg County to expand the program; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions under which Mecklenburg County and Town of Davidson will partner to administer a program to assist qualifying low to moderate income residents of the County and Town who are at risk of losing residential housing due to increased real property taxes; and

WHEREAS, pursuant to the authority under Article 20 of Chapter 160A of North Carolina General Statutes related to Interlocal Cooperation and North Carolina General Statutes §153A-445, the Parties desire to enter into this Interlocal Agreement; and

WHEREAS, the Mecklenburg County Board of Commissioners and Town of Davidson Board of Commissioners have approved the initiatives contained in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants of the parties as set forth herein, the County and Town agree as follows:

AGREEMENT

1. PURPOSE.

The purpose of this partnership agreement is to combine County and Town efforts to have greater efficiency of scale to assist a greater number of low to moderate income residents within the County and Town with maintaining their primary residence in a rising real estate economic environment which outpaces income growth and increases the possibility of loss of home ownership.

2. DURATION OF THE AGREEMENT.

- 2.1. The term of the agreement shall be from July 1, 2026, through June 30, 2027, with program funding beginning July 1, 2026, and ending June 30, 2027.
- 2.2. The parties may renew this Agreement for additional annual terms providing the extension is in writing and approved by the County and Town.
- 2.3. In order to provide prompt and efficient services, all parties agree to maintain open communication with the other and be available during regular business hours.

3. DUTIES OF THE TOWN

3.1 Town agrees:

- 3.1.1 To allow residual funds of \$7,340.00 (seven thousand three hundred forty) dollars ("Town's Funds") be used by Mecklenburg County Finance for FY2027 HOMES Program. The residual funds are remaining after the reconciliation of the FY2026 transfer of \$21,975.00 (twenty-one thousand nine hundred seventy-five) dollars minus \$13,938.00 (thirteen thousand nine hundred thirty-eight) grant awards minus \$697.00 (six hundred ninety-seven) operating for a total of remaining \$7,340.00 (seven thousand three hundred forty) dollars.
- 3.1.2 To transfer \$15,000.00 (fifteen thousand) dollars ("Town Funds") to Mecklenburg County finance as soon as practicable after July 1, 2026, or when funding becomes available in the FY2027 budget. Total amount of funding for FY2027 is \$22,340.00 (twenty-two thousand three hundred forty) dollars.
- 3.1.3 To use the Town tax rate of twenty-seven point six zero cents (Town's FY2026 approved property tax rate) with corresponding median household value of \$573,750.00 (five hundred seventy-three thousand seven hundred-fifty) dollars in the formula to calculate the HOMES grant amount for a maximum Town grant amount of \$554.00 (five hundred fifty-four) dollars.
- 3.1.4 That the use of funds for the HOMES program will be split by paying \$1,176.00 (one thousand one hundred seventy-six) dollars to Mecklenburg County by the Town for administering the program.
- 3.1.5 That eligibility criteria will be based upon the County's HOMES eligibility criteria.
- 3.1.6 The joint program will be managed by Mecklenburg County Department of Community Resources.
- 3.1.7 Promote the HOMES program through their standard communication channels, platforms, and public information distributions.

4. DUTIES OF THE COUNTY

4.1 County agrees:

- 4.1.1 Department of Community Resources will manage the HOMES program.
- 4.1.2 Funding at \$21,164.00 for grants and \$1,176.00 administrative fee for Town, consistent with the attached Exhibit A estimates.
- 4.1.3 To apply the same eligibility criteria to County and Town funds.
- 4.1.4 To only use Town funds for the HOMES program and no other purpose.
- 4.1.5 To provide the Town with a final accounting and program status report by June 30, 2027.

5. AMENDMENT.

- a. The County Manager and Town Manager or their designees, are authorized to amend any components of this agreement without further authorization of the Mecklenburg County Board of Commissioners or Town of Davidson Board of Commissioners.
- b. Except as provided herein, this Agreement may not be modified or amended except by a subsequent written agreement authorized and signed by all parties.

6. TERMINATION OF AGREEMENT.

- a. This Agreement may be terminated upon mutual consent of the parties, or by any court of competent jurisdiction upon the finding that there has been such a substantial breach of this Agreement by the non-complaining party so as to entitle the complaining party to be relieved of its obligations under this Agreement.
- b. Either party may terminate this Agreement at any time without cause by giving thirty (30) days prior written notice to the other party. As soon as practicable after receipt of a written notice of termination without cause, the County shall submit a statement to the Town showing in detail the allocation of funds administered under the program through the date of termination.
- c. **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:
 - i. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - ii. The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof.

Any notice of default shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within the specified period.
- d. **COUNTY AUTHORITY TO TERMINATE.** The following persons are authorized, consistent with this Agreement, to terminate this Agreement on behalf of the County: (a) the County Manager, or any designee of the County Manager.
- e. **TOWN AUTHORITY TO TERMINATE.** The following persons are authorized, consistent with this Agreement, to terminate this Agreement on behalf of Town: (a) the Town Manager, or any designee of the Town Manager.
- f. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, the County shall comply with all applicable terms and conditions contained herein. In addition, within thirty (30) days of the termination by either party, the County shall return all Town funds that have not been utilized by the HOMES program to the Town.

7. ENFORCEMENT OF AGREEMENT. The parties agree that the remedy of specific performance would be an appropriate remedy, among others, for the enforcement of this Agreement.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with the respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals, written or oral.

9. NOTICES. Any notices, requests or other communications required by this Agreement shall be in writing and shall be deemed duly given if hand-delivered or mailed first class mail, postage prepaid, certified mail, return receipt requested and addressed:

County	Town
Michael Bryant, County Manager	Town of Davidson
Mecklenburg County	James Justice Town Manager
CMGC	251 South Street

600 E. Fourth Street 11 th Floor	P.O. Box 579
Charlotte, NC 28202	Davidson, NC 28036

10. MISCELLANEOUS

- 10.1 This Agreement may be executed in several counterparts, each of which will be deemed an original and which together shall constitute one and the same instrument.
- 10.2 All paragraph headings are inserted for convenience only.
- 10.3 This Agreement shall not be assigned by the Town without prior written consent of the County.
- 10.4 This Agreement replaces and supersedes all prior oral or written agreements between the parties with respect to the subject matter hereof and shall not be amended except by written agreement signed by the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed.

TOWN OF DAVIDSON

Town Manager: _____

Approved as to form by Town Attorney: _____

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

Finance Officer: _____

MECKLENBURG COUNTY

County Manager: _____

Approved as to form by County Attorney: _____

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

Finance Officer: _____

Affordable Housing Plan
Development: Davidson Grove
Developer: Pulte
DPO Section 5.3 Compliance

This template is designed to meet the specific requirements of **Section 5.3** of the Davidson Planning Ordinance. This Affordable Housing Plan must be submitted concurrent with your Site Construction Documents and must detail how you will meet the affordable housing requirement.

Please provide complete responses for each prompt below. If more space is needed, please site and attach exhibits and supporting documentation.

Developer: Pulte Home Company, LLC

Developer Representative: Gaines Hunter | Sr. Manager Land Planning & Entitlements

Project Name: Davidson Grove

Date: 4/10/2026 | **Project ID/PID:** Accela: SUB-500061 | Approved Master Plan: CSP-500026
Meck County Parcel ID(s): 00727115 & 00727117

- **General Development Description**

- **Requirement:** Provide a general description of the development, including whether the development will contain rental units, individually owned units, or both.

Response: This is a proposed 99 Unit single family development, intended for sale by the developer.
(Units will be individually owned)

- **Unit Count, Mix & Building Type**

- **Requirement:** List the total number of market-rate units vs. affordable units. If the project contains more than one building type, specify the building type corresponding to each affordable unit.

○ **Response:** Market Rate Detached Units: 89 Units | Market Rate Duplex Units: 4 Units
& Affordable Duplex Units: 6 Units = Total of 99 For Sale Units (6 Affordable & 93 Market Rate)

- **Unit Specifications**

- **Requirement:** Provide the square footage for each affordable unit.

- **Response:** Each unit will be: 1,755 sf

- **Requirement:** List the number of bedrooms in each affordable unit. The bedroom mix of affordable units shall be in equal proportion to the bedroom mix of the market rate units.
- **Response:** 3 Bedrooms will be offered in each affordable duplex units, same as the market rate duplex units

- **Location & Dispersion**
 - **Requirement:** Identify the location of each affordable unit.
 - **Description:** See attached Affordable Unit Location Exhibit
Affordable duplex units are spread among the site, one in the 1 Duplex building in the NE Corner (2 Units) 1 Duplex Building (2 Units) to the South near the entrance, & 1 Duplex Building (2 Units) to the North backing up to the playground area.
- **AMI Restriction & Maximum Sales Price**
 - **Requirement:** Define the target Area Median Income (AMI) level for each unit. Contact staff to receive the current HUD-defined AMI level for Charlotte-Mecklenburg.
 - **Response:** Target AMI Level for each unit will be 90% of AMI for all 6 affordable units.

 - **Requirement:** List the sales or rental prices for each unit.
 - **Description:** Sales price at this time is assuming 4 persons in the household based on the units being 3 bedrooms, so Per Davidson's Max Sales price Memo the target sales price is: \$318,152.50
- **Phasing & Construction**
 - **Requirement:** Outline the construction sequence to ensure affordable units are built concurrently with market-rate units.
 - **Response:** This development is all one phase, so the affordable units would be built concurrently with market-rate units.

 - **Requirement:** Provide a general description of how affordable housing units will be designed to be complementary to the neighborhood.
 - **Response:** Exterior elevations of the affordable duplex units will be the same as market rate , interior options will be limited within the affordable units.

- **Marketing**

- **Requirement:** Provide a description of the marketing plan you propose to utilize and implement to promote the sale or rental of the affordable units within the development.
- **Response:** Marketing plan will generally be the same as Pulte's standard process.
Website posting, social media posts, etc. we will be adding the affordable disclosures where applicable
- **Payment-in-Lieu (If Applicable)**
 - **Requirement:** Provide the total amount of the payment-in-lieu, if any, and the estimated date the payment will be made.
 - **Response:** N/A
N/A
- **Covenants & Deed Restrictions**
 - **Requirement:** Confirm that [Affordable Housing Deed Restrictions](#) are attached. Deed restrictions must ensure that the affordable units are and remain available for occupancy by eligible households for a minimum of 99 years. The deed to the property shall state that the property is income and price restricted.
 - **Response:** See Attached Affordable Housing Deed Restrictions Draft

 - **Requirement:** Confirm that the development's restrictive covenants for the subdivision are attached and include language that provides for reduction of the homeowners dues in order to comply with the definition of affordable housing as well as language indicating that capital assessments shall be paid by the developer.
 - **Response:** See attached CC&R's draft

This plan may only be amended by written agreement signed by the Developer and the Town of Davidson.

I hereby represent and warrant that I am duly authorized to execute this document on behalf of the Developer and further represent and warrant that the information included herein is true and accurate in all material respects.

COMPANY NAME: Pulte Home Company, LLC

BY: Signature:  **DATE:** 06.03.2026

PRINT NAME/TITLE: Gaines Hunter | Sr. Manager Land Planning & Entitlements

This Affordable Housing Plan is hereby accepted and approved by the Town of Davidson as being in compliance with the Town of Davidson Planning Ordinance.

BY: _____ **DATE:** _____

PRINT NAME: _____

TITLE: _____



AGENDA MEMO

To: Davidson Board of Commissioners

From: Betsy Shores, Town Clerk/Communications Director

Date: June 30, 2026

Re: Davidson Community Survey 2026 Results

ITEM SUMMARY/OVERVIEW

The National Community Survey (NCS) report is about the “livability” of Davidson. The survey gauges residents’ opinions on various dimensions of community life, including public safety, local government services, infrastructure, economy, and quality of life. The NCS was developed by the National Research Center at Polco and has been administered in hundreds of communities across the United States. The Town of Davidson has used Polco to conduct a biannual benchmark survey for nearly a decade. Since 2021, the Town has referred to our version of the NCS as the Davidson Community Survey to better resonate with residents in our unique community.

For additional information about the 2026 Report and an interactive dashboard click here - <https://public.tableau.com/app/profile/polco.nrc/viz/TheNCSReport-DavidsonNC2026/About>

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Well-Planned & Thriving Community - Cultivate a healthy, safe, and resilient Davidson.

Historic Preservation - Preserve the unique historic character of our Town, including its people, places, & stories.

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

Affordable Living & Housing - Support affordable living in Davidson by expanding and preserving affordable housing options and establishing strategic partnerships.

Sustainability and Natural Assets - Preserve Davidson’s natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based

challenges.

Economic Development - Attract diverse commercial development contributing to Davidson's unique economy and support new initiatives to create local jobs and add to the vibrancy of the community.

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

Core Values

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

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

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

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

The physical, social, and intellectual well-being of Davidson citizens is fundamental to our community, so town government will provide and encourage enjoyable, safe, and affordable recreational and cultural lifelong learning opportunities.

NEXT STEPS

The full report and a user-friendly online dashboard are currently available on the Town's official website. We will also share information via an email news release and on social media. The next Davidson Community Survey will take place in 2028, as we continue our two-year cycle for this benchmark survey.

DAVIDSON COMMUNITY SURVEY 2026 RESULTS



Betsy Shores
Town Clerk/Communications Director
Board of Commissioners Meeting
June 30, 2026

TOWNOFDAVIDSON.ORG

NATIONAL COMMUNITY SURVEY

The National Community Survey (NCS) report is about the “livability” of Davidson. The survey gauges residents’ opinions on various dimensions of community life, including public safety, local government services, infrastructure, economy, and quality of life.

The NCS was developed by the National Research Center at Polco and has been administered in hundreds of communities across the United States.

The Town of Davidson has used Polco to conduct a biannual benchmark survey for nearly a decade. Since 2021, the Town has referred to our version of the NCS as the Davidson Community Survey to better resonate with residents in our unique community.



2026 DAVIDSON COMMUNITY SURVEY

- All households within the Town of Davidson were eligible to participate.
- A list of all households within the zip codes serving Davidson was purchased from Polco's mailing vendor, based on updated listings from the United States Postal Service.
- The **3,000 randomly selected households** received mailings beginning on February 2, 2026 and data collection for the survey remained open for six weeks. About 70 surveys were returned as undeliverable.
- Of the remaining 2,932 households that received the invitations to participate, **635 completed the survey**, providing an overall response rate of 22%.



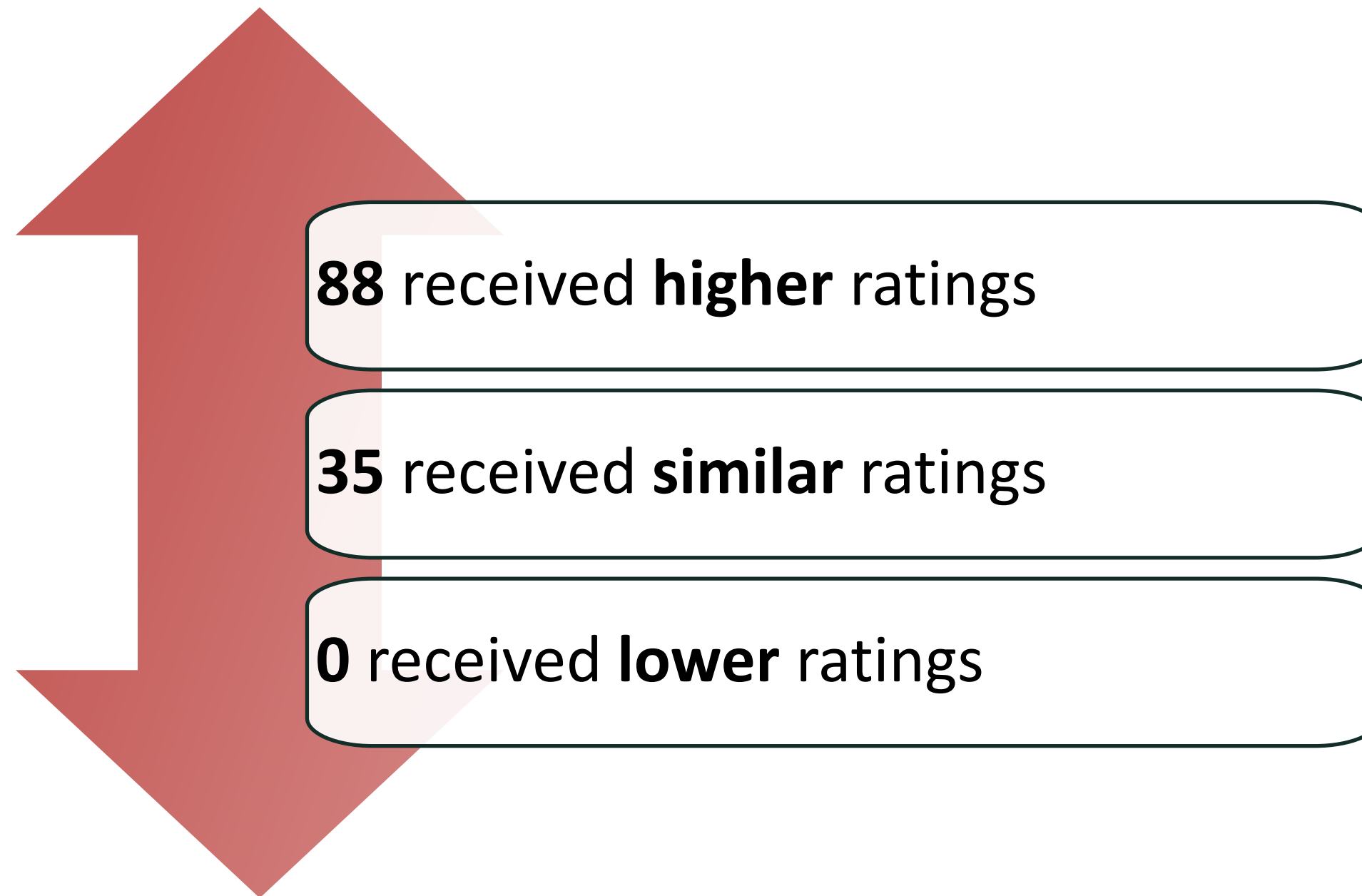
2026 DAVIDSON COMMUNITY SURVEY

- Total of **14 questions** were included in the survey.
 - **12 standardized questions** are included in the benchmarking surveys nationwide to provide a comprehensive and accurate picture of livability and resident perspectives about local government.
 - **2 custom questions** tailored to specifically gauge the needs and priorities of Town of Davidson residents. This data provides valuable information for staff and members of the Board to make informed decisions for the community.

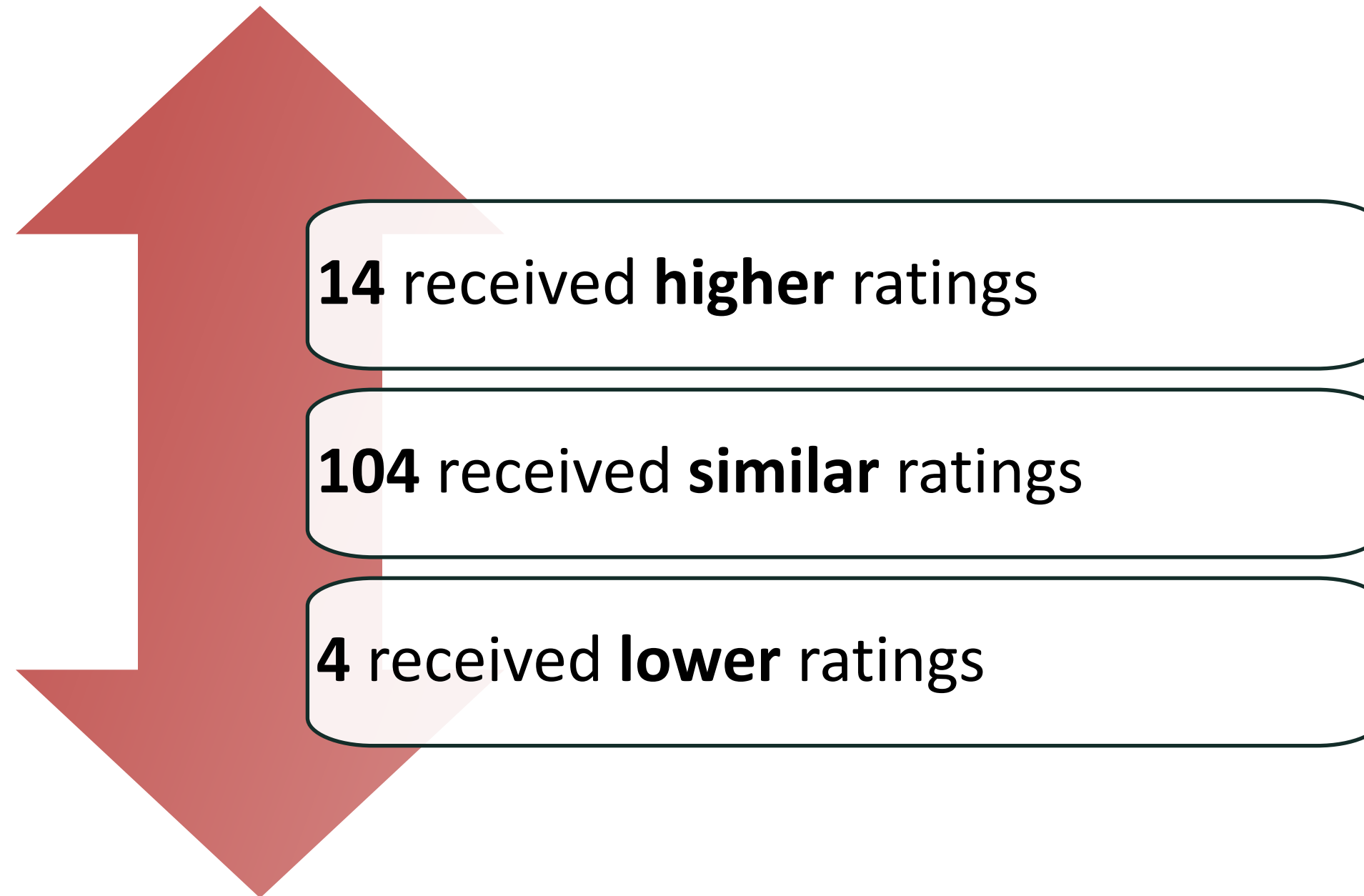




COMPARISONS TO NATIONAL BENCHMARKS



COMPARISONS TO 2024 COMMUNITY SURVEY



COMPARISONS TO 2024 COMMUNITY SURVEY

Statistically Significantly Higher

- Overall design or layout of Davidson's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)
- Overall quality of the utility infrastructure in Davidson (water, sewer, storm water, electric/gas, broadband)
- Attracting people from diverse backgrounds
- Taking care of vulnerable residents (elderly, disabled, homeless, etc.)
- Employment opportunities
- Ease of public parking
- K-12 education
- Opportunities to participate in community matters
- Street repair
- Street lighting
- Affordable high-speed internet access
- Fire prevention and education
- Being open and transparent to the public
- Treating all residents fairly



COMPARISONS TO 2024 COMMUNITY SURVEY

Statistically Significantly Lower

- Ease of travel by bicycle in Davidson
- Fitness opportunities (including exercise classes and paths or trails, etc.)
- Traffic signal timing
- Bus or transit services

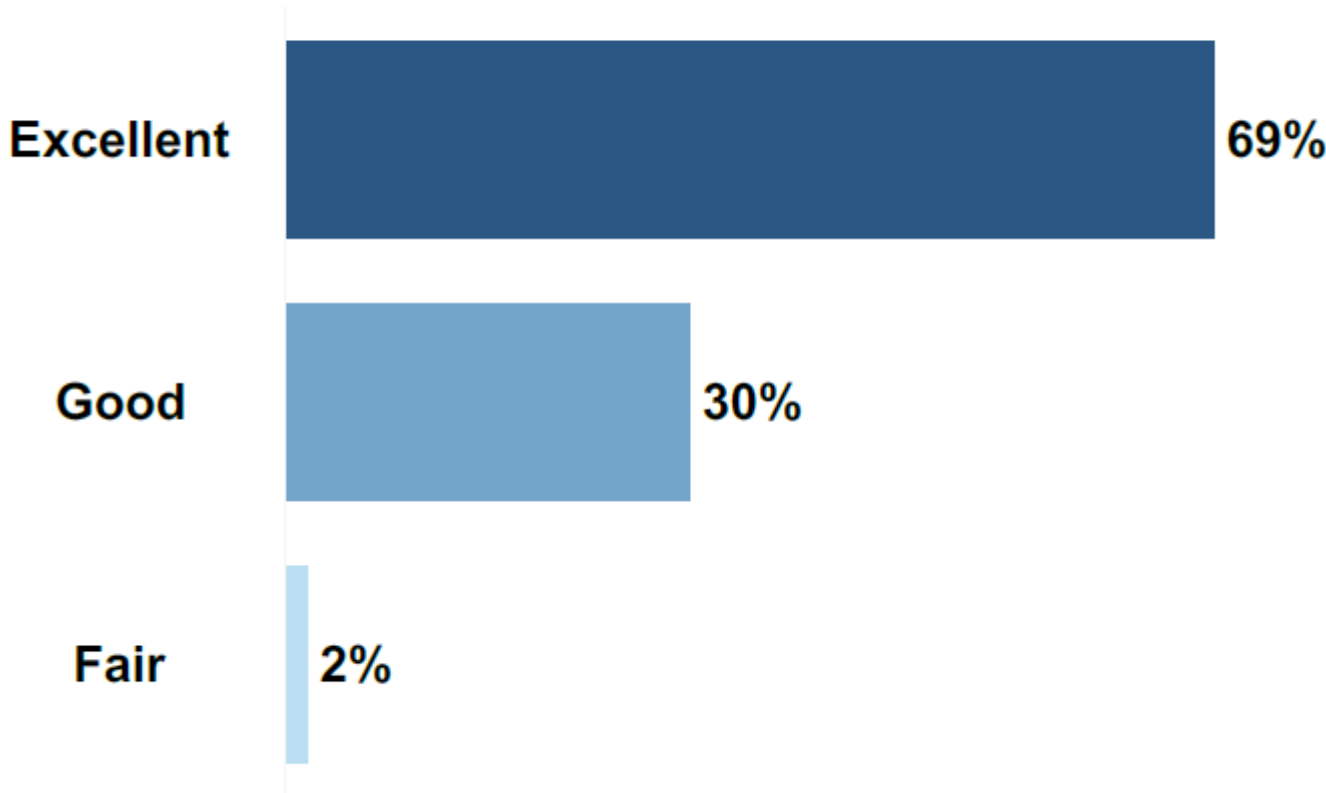


2026 Standard Questions Results

Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

The overall quality of life in Davidson

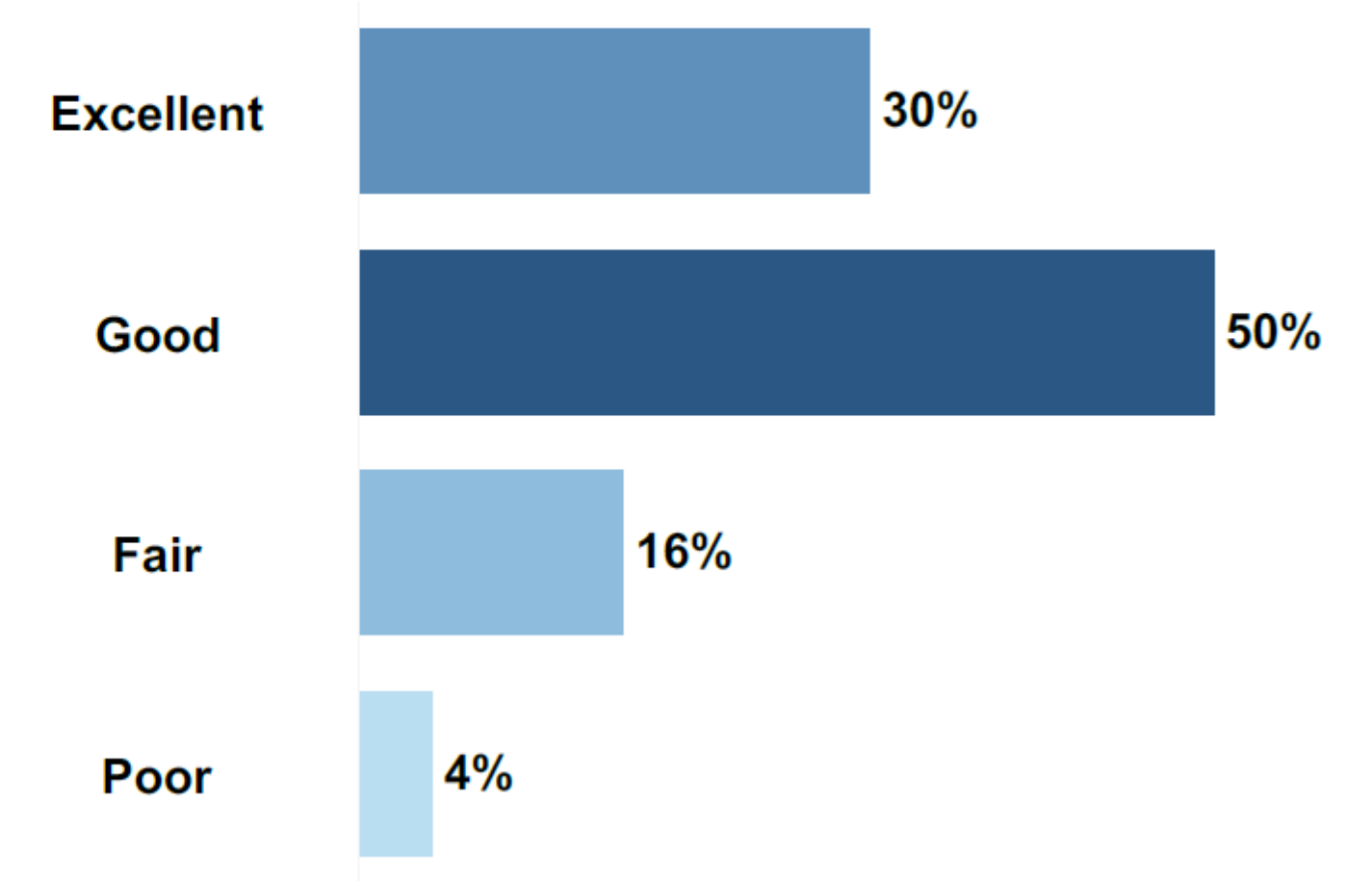


2026 Standard Questions Results

Governance

Strong local governments deliver results that meet residents' needs, use resources effectively, and respond to both current and future community priorities.

Overall confidence in Davidson government

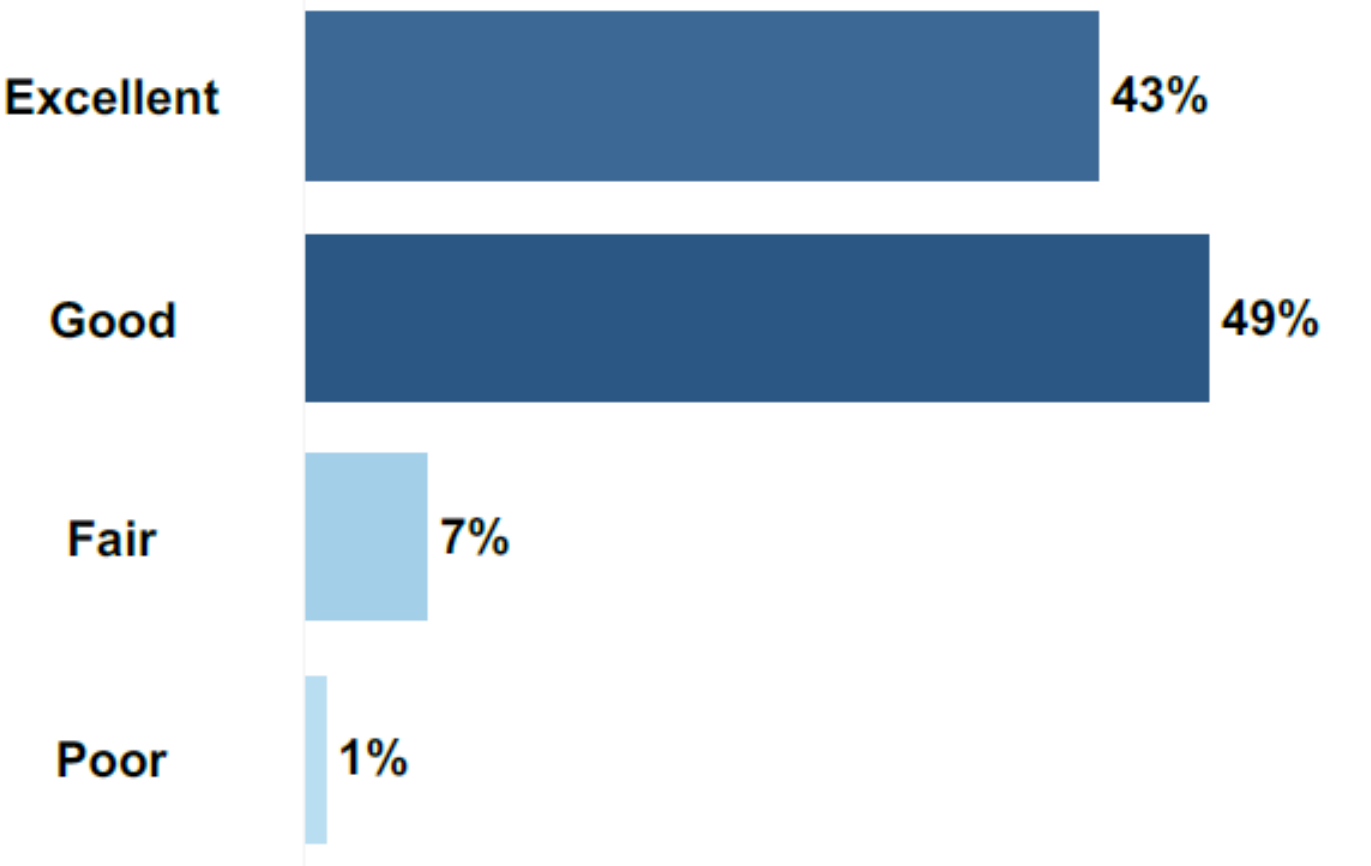


2026 Standard Questions Results

Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of Davidson

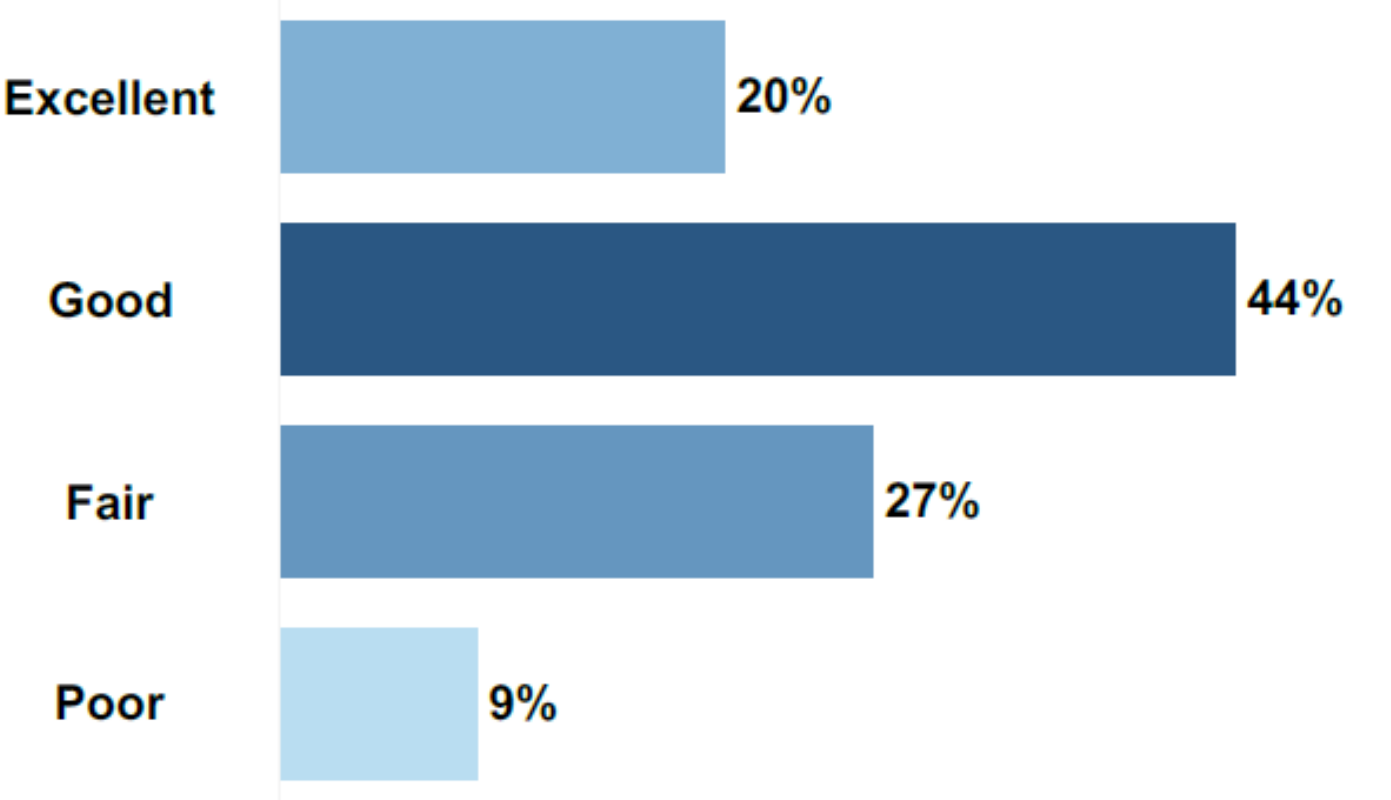


2026 Standard Questions Results

Mobility

The ability of residents to move about their community with ease plays an important role in the overall quality of life for everyone who lives, works, and spends time there.

Overall quality of the transportation system in Davidson

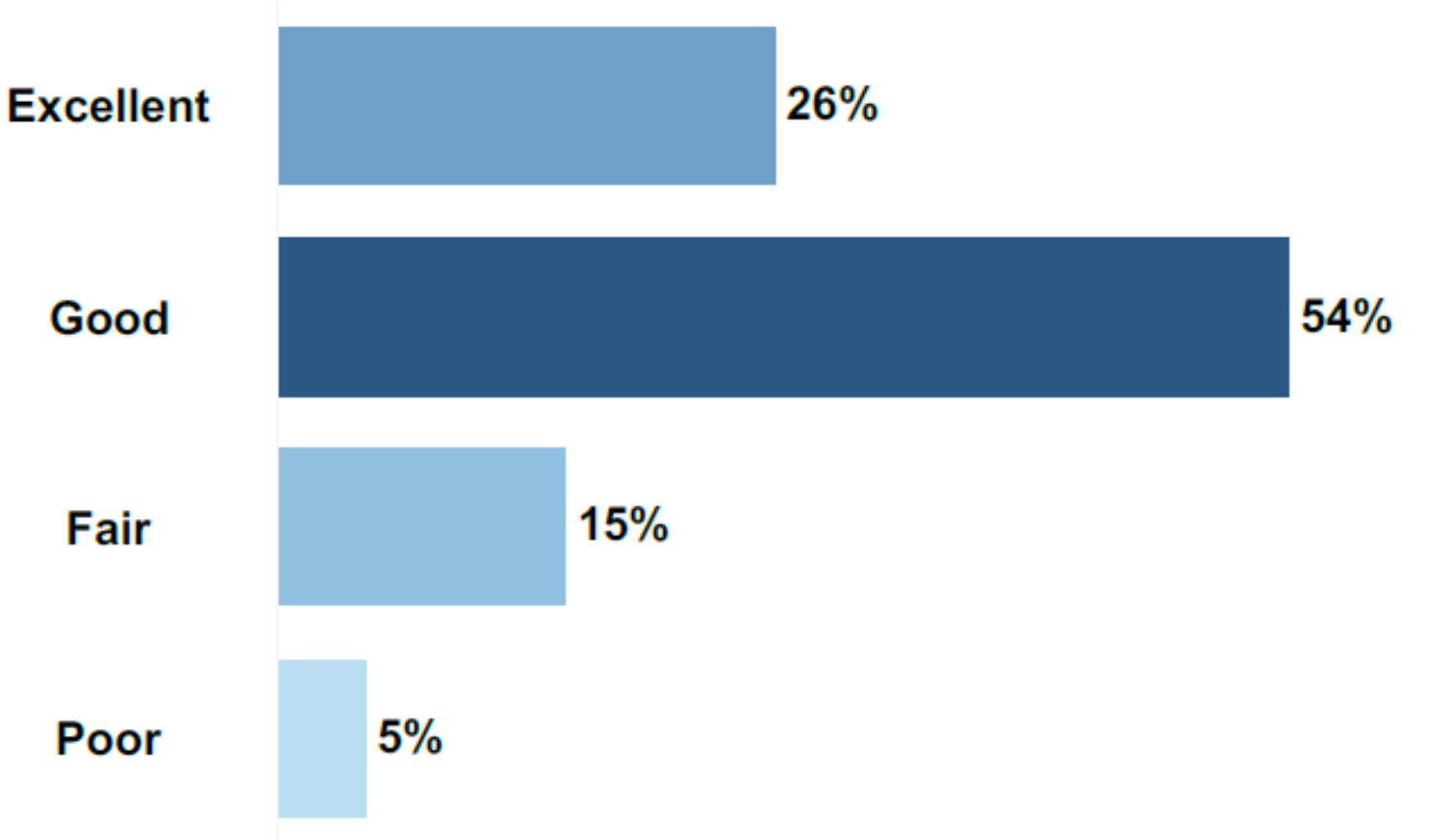


2026 Standard Questions Results

Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and supporting development that suits residents' needs.

Overall design or layout of Davidson's residential and commercial areas

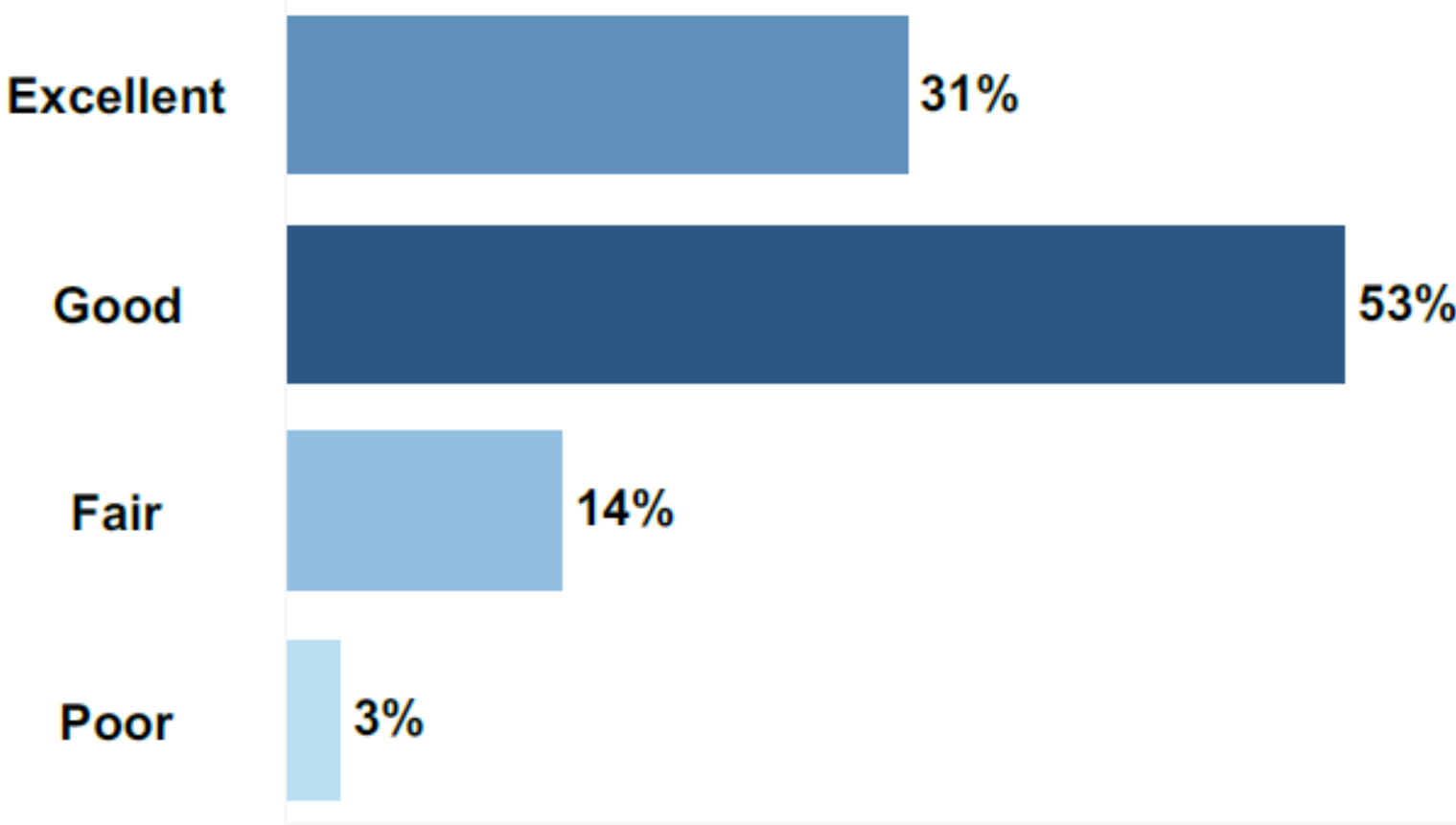


2026 Standard Questions Results

Utilities

Access to essential services like water, gas, electricity, and internet is crucial for safeguarding the physical health, economic stability, and overall well-being of the communities they support.

Overall quality of the utility infrastructure in Davidson

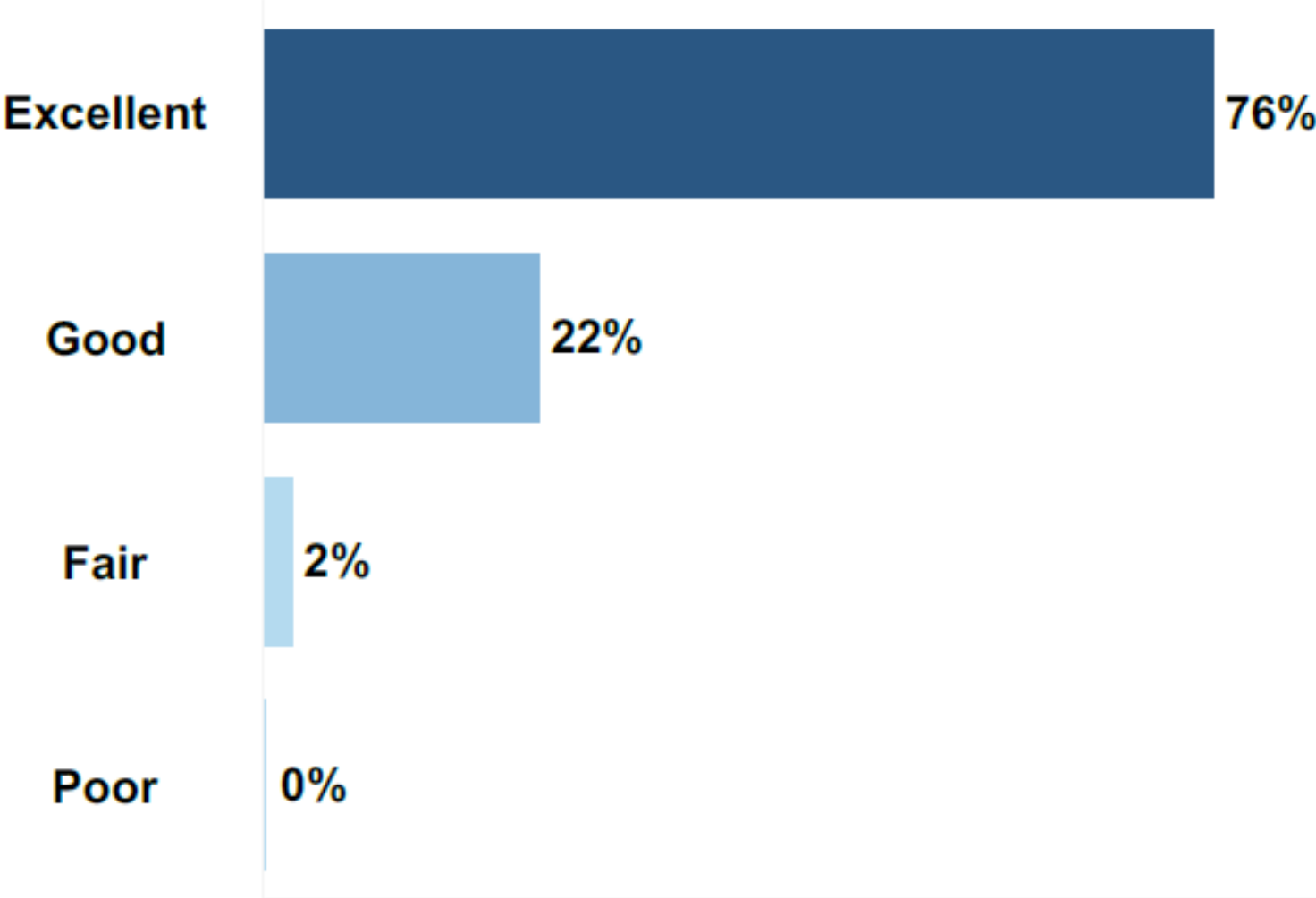


2026 Standard Questions Results

Safety

Public safety is one of the most important responsibilities of local governments, as every resident deserves to feel safe and secure both in their neighborhoods and across the wider community. The provision of strong, reliable safety services is essential to ensuring a high quality of life.

Overall feeling of safety in Davidson

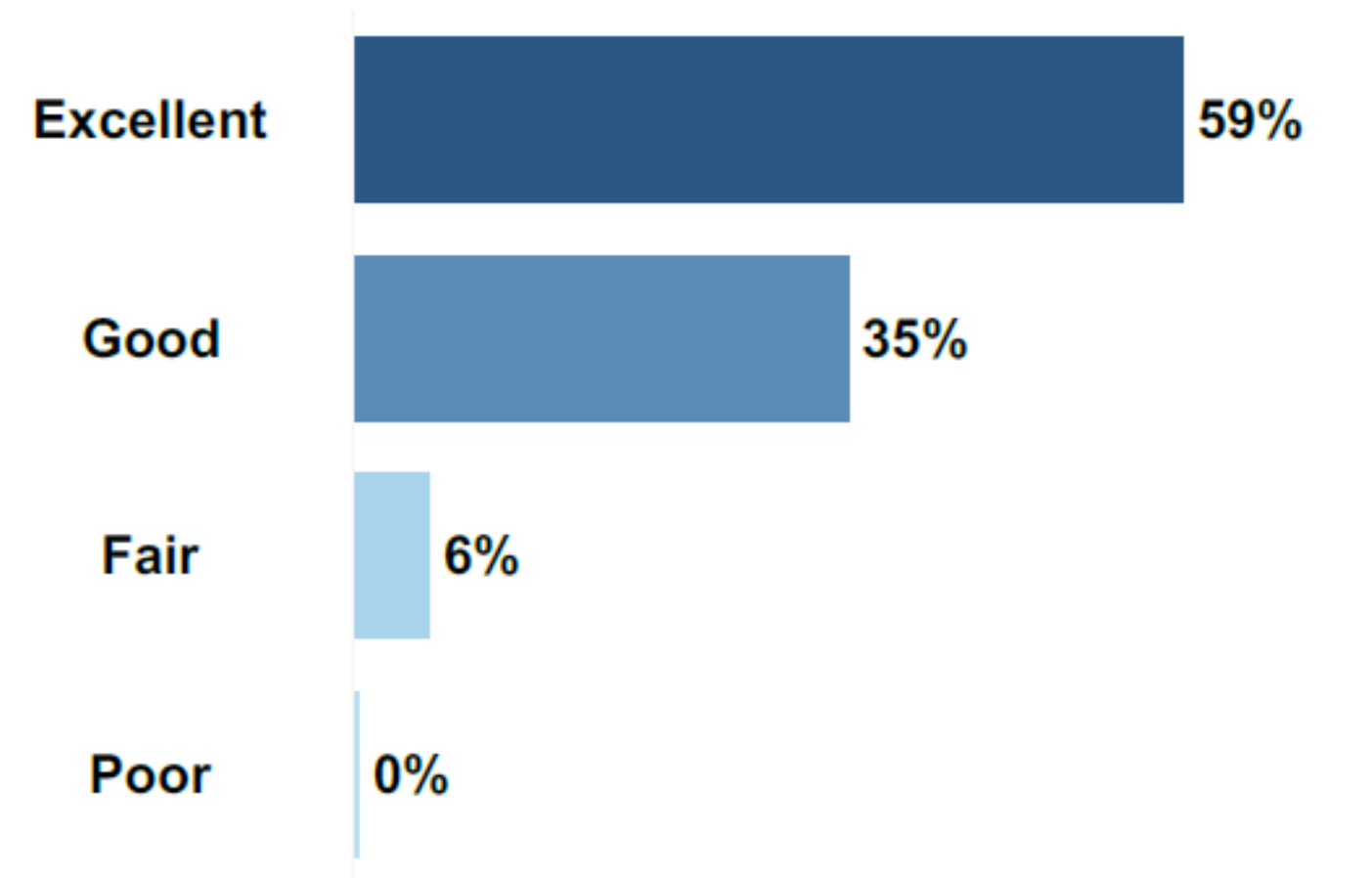


2026 Standard Questions Results

Natural Environment

The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life. The natural environment plays a vital role in the health and well-being of residents.

Overall quality of natural environment in Davidson



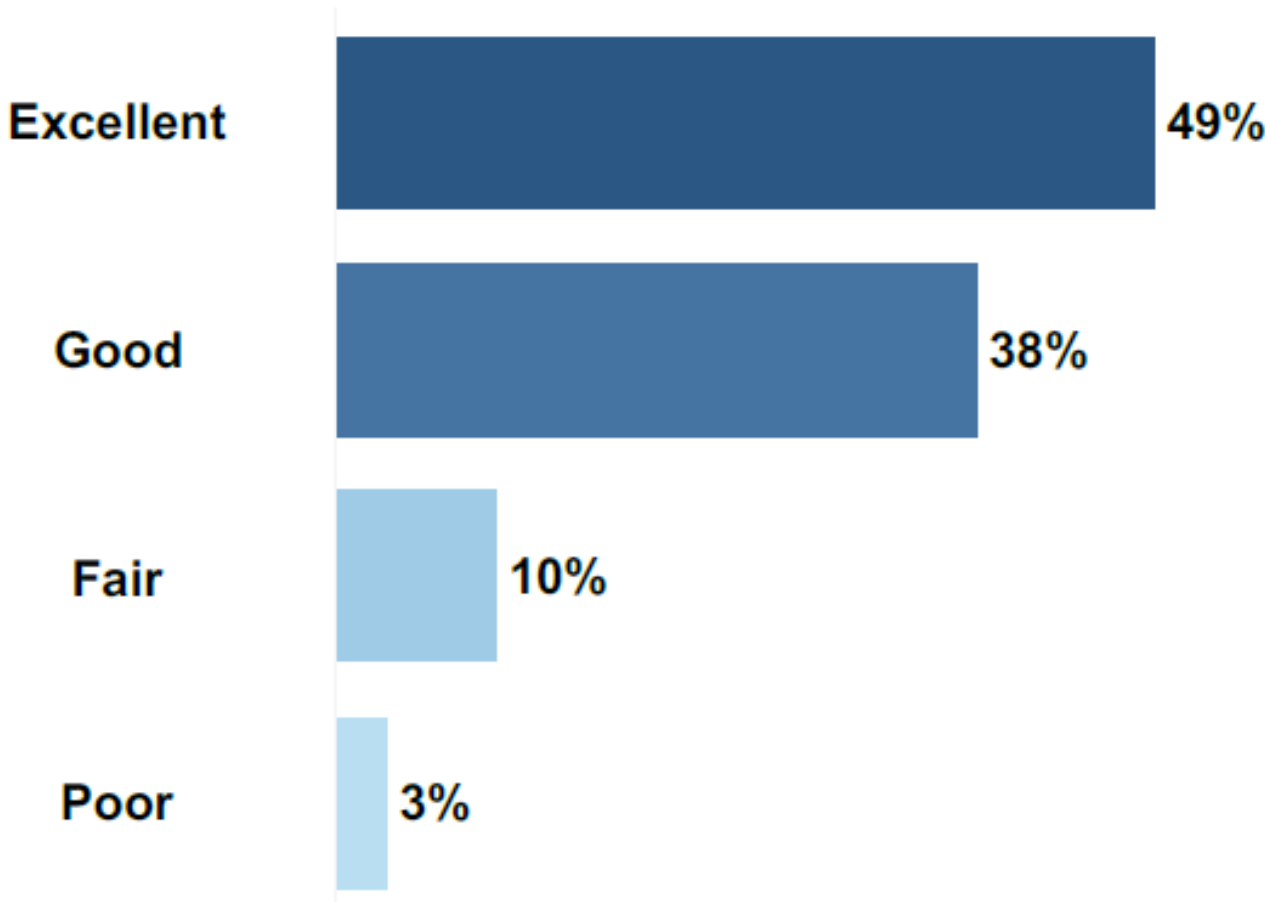
2026 Standard Questions Results

Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association

Overall quality of parks and recreation opportunities

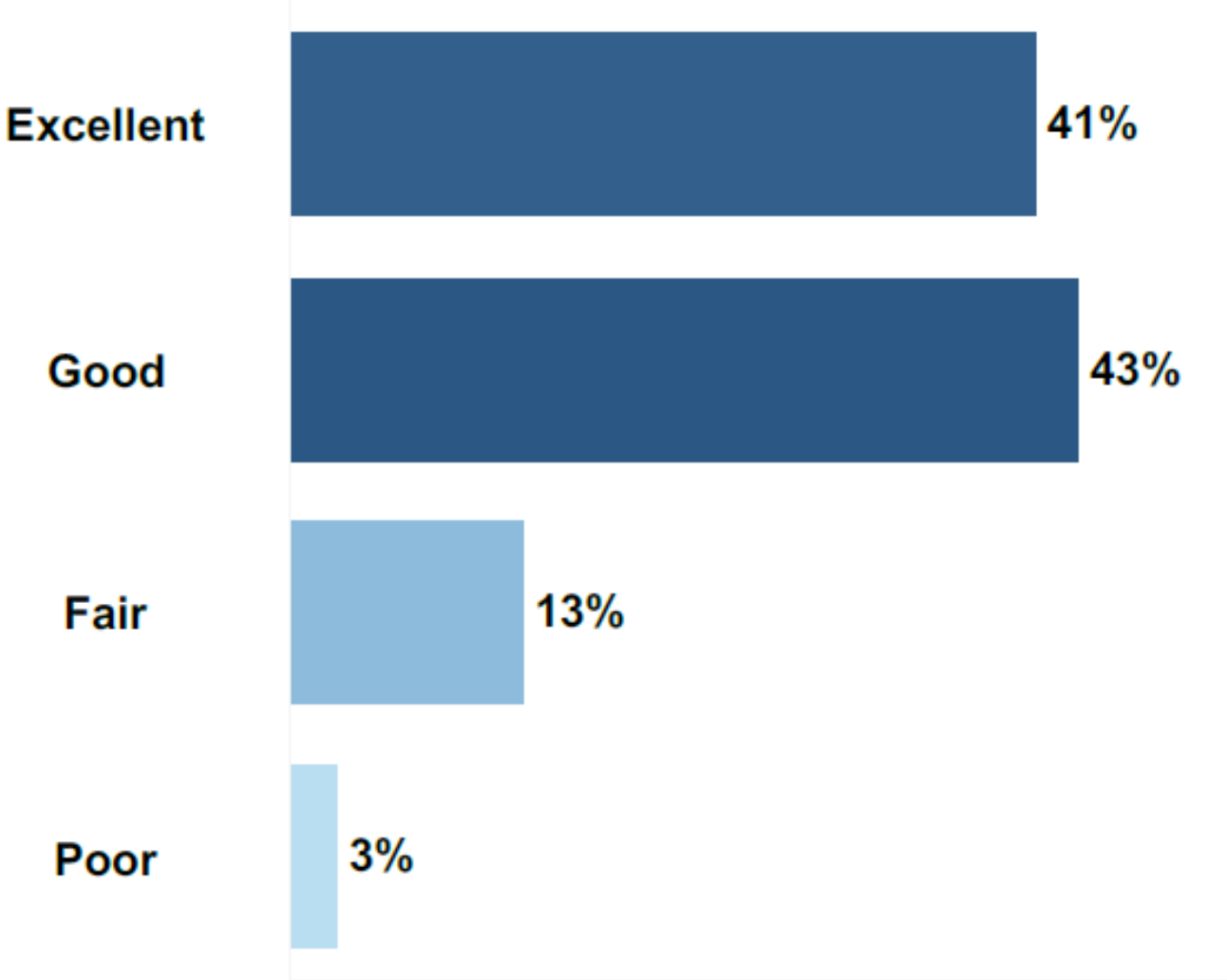


2026 Standard Questions Results

Health and Wellness

The features and amenities of a community directly influence residents' health and well-being, shaping their overall quality of life.

Overall health and wellness opportunities in Davidson

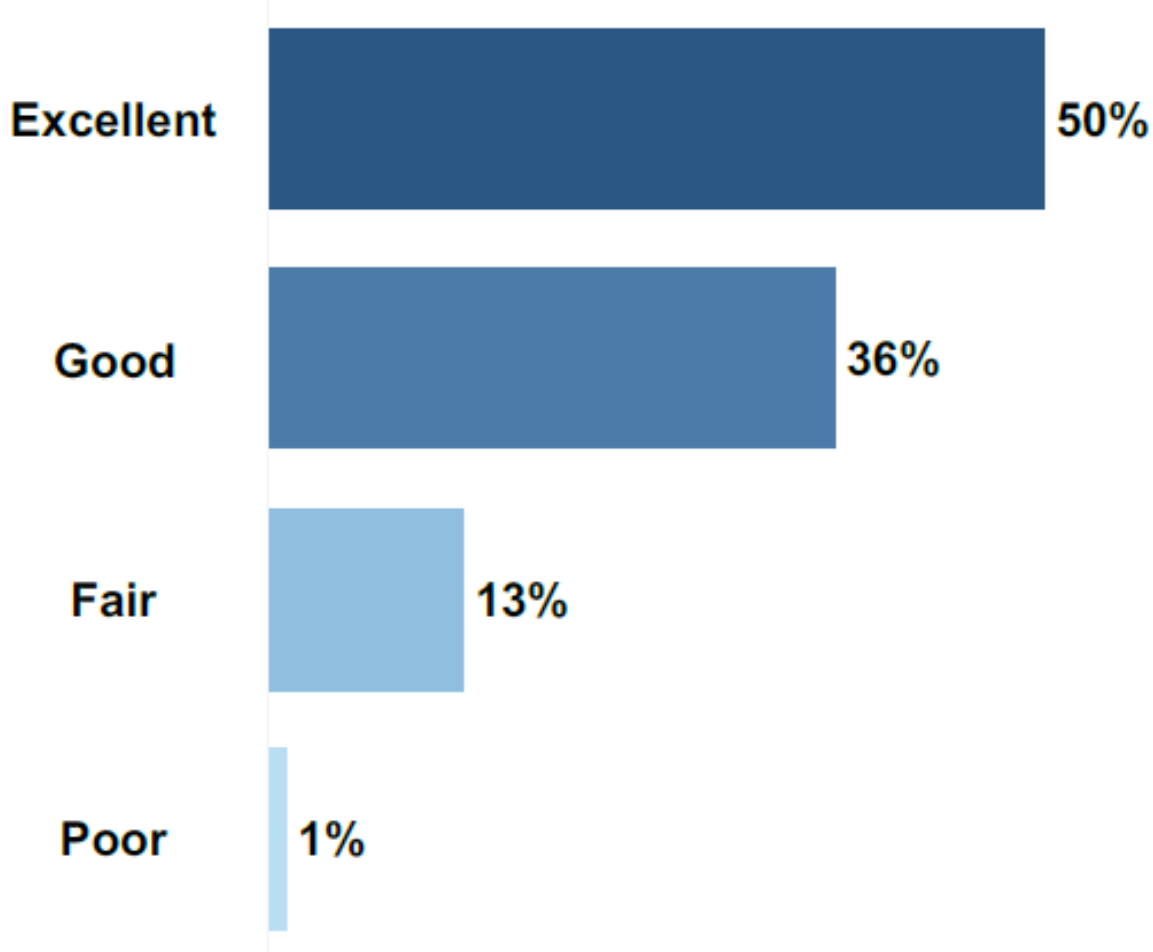


2026 Standard Questions Results

Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts

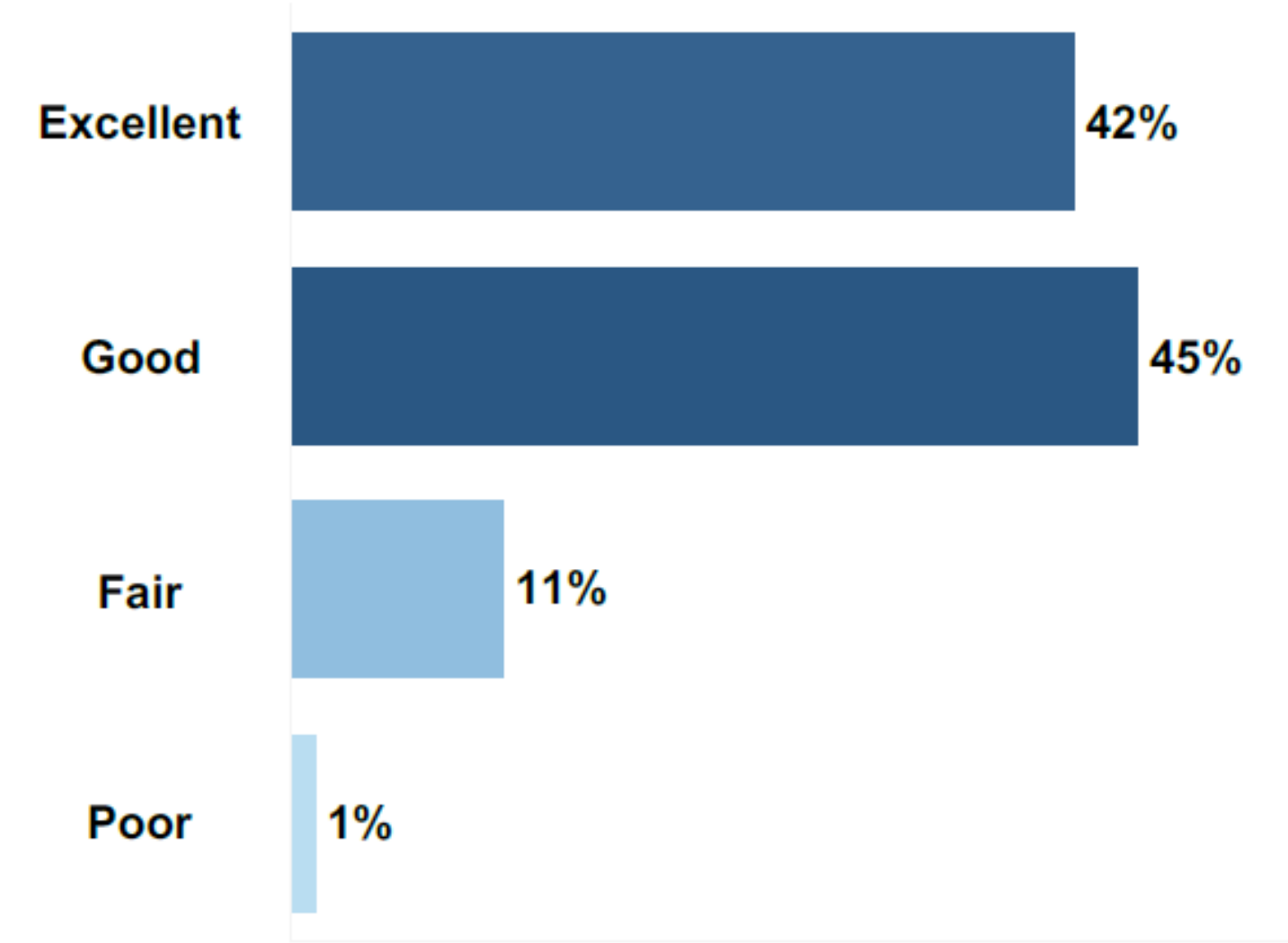


2026 Standard Questions Results

Community Connection

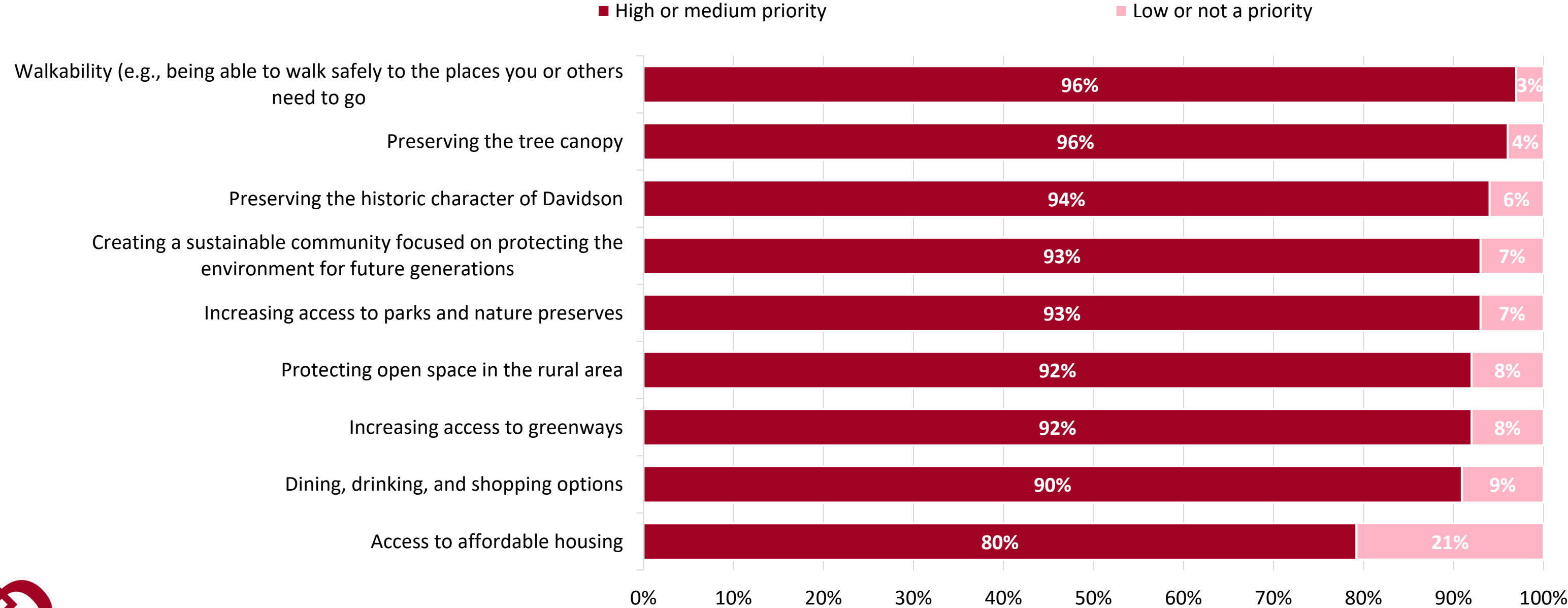
Community connection reflects residents' sense of belonging. When residents feel welcomed and encouraged to participate, they are more likely to feel engaged and connected to their community.

Residents' connection and engagement with their community



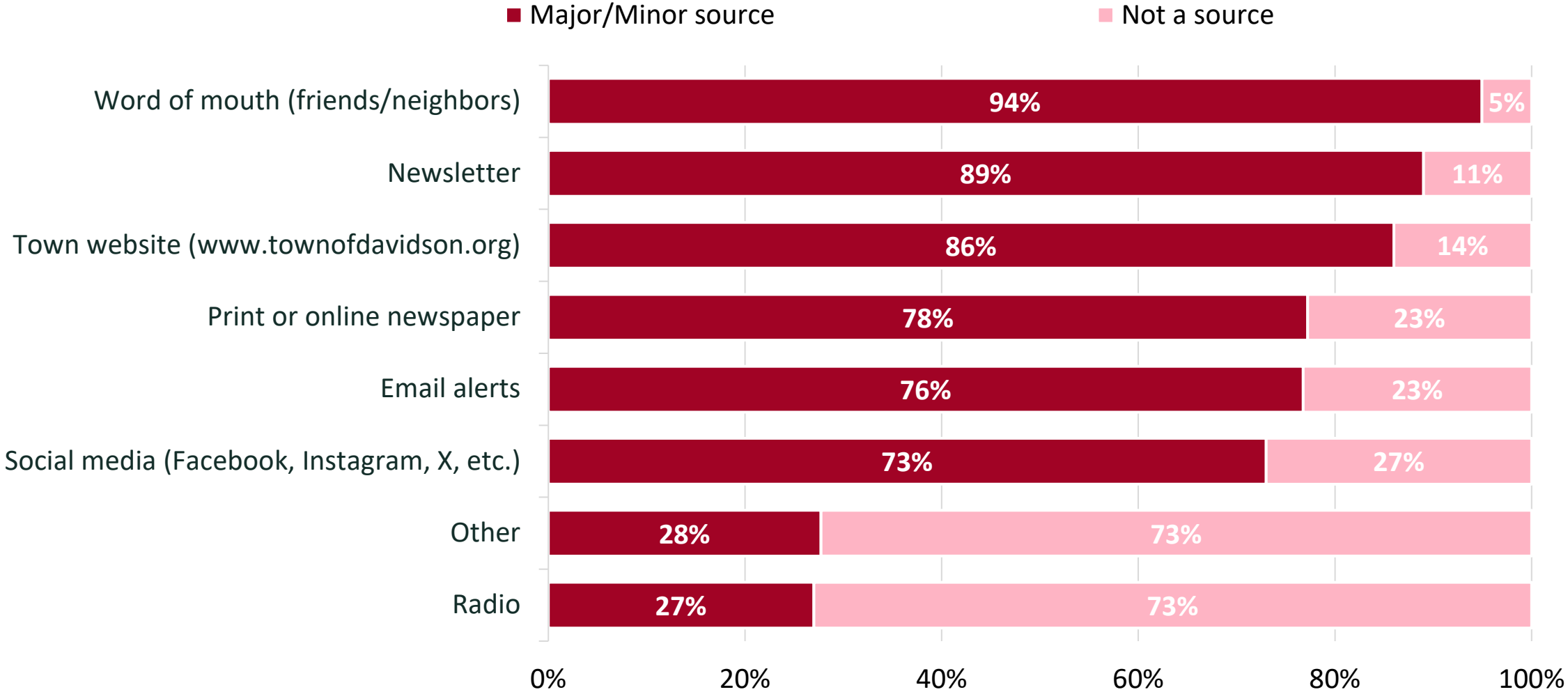
CUSTOM QUESTIONS

Please rate how much of a priority, if any, each of the following items is for maintaining or improving quality of life in Davidson over the next five years:



CUSTOM QUESTIONS

How much of a source is each of the following for you when learning about the Davidson government, events, or services?



2026 Key Findings: Community Strengths

- Overall quality of life and community image are exceptionally strong.
- Governance, trust, and community well-being continue to strengthen.
- Mobility, infrastructure, and design show positive momentum.
- Safety and cleanliness remain standout strengths.



2026 Key Findings: Focus Areas

- Housing affordability and cost of living remain areas to monitor.
- Select transportation elements experienced declines, with some lower-rated areas.
- Recreation and wellness opportunities experienced a slight softening.



Trends over time

- Trend data for Davidson represent important comparison data and should be examined for improvements or declines.
- Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions.
- If the difference is greater than 6 percentage points between the 2024 and 2026 surveys, the change is statistically significant.



Next Steps

- The full report and a user-friendly online dashboard are currently available on the Town's official website.
- We will also share information via an email news release and on social media.
- The next Davidson Community Survey will take place in 2028, as we continue our two-year cycle for this benchmark survey.



QUESTIONS?



TOWNOFDAVIDSON.ORG

Davidson, NC

The National Community Survey

Report of Results
2026

Report by:



Visit us online!
www.polco.us



National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of Davidson. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The NCS was developed by the experts from National Research Center at Polco in partnership with the International City/County Management Association (ICMA) and has been administered in hundreds of communities across the United States.

Great communities are partnerships of the government, private sector, community-based organizations, and residents, all geographically connected. The NCS focuses on the livability of Davidson by categorizing survey questions into the ten main “facets” of community livability shown below, in addition to ratings for quality of life and local governance. These facets have been identified through years of extensive survey research as those that are most impactful to residents’ quality of life.

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Community Connection

The report provides the opinions of a representative sample of 635 residents of the Town of Davidson collected from February 2, 2026 to March 16, 2026. The margin of error around any reported percentage is 4% for all respondents. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Davidson.

Reporting Results

For the most part, the percentages presented in this report represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey, respondents may answer “don’t know.” The proportion of respondents giving a “don’t know” response is shown in the full set of responses included in the “Complete Data” section; however, these responses have been removed from the analyses presented in the main body of the report. Therefore, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Benchmark Comparisons

Polco’s database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 400 communities whose residents evaluated the same kinds of topics on The NCS. The comparison evaluations include surveys from the past five years. If a jurisdiction has conducted multiple efforts in the past five years, only the most recent survey is included in the benchmark database. Polco adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range.

In each tab, Davidson's results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by Davidson residents. Being rated as “higher” or “lower” than the benchmark means that Davidson's average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then Davidson's average rating was more than 20 points different when compared to the benchmark.



Trends over time

Trend data for Davidson represent important comparison data and should be examined for improvements or declines.¹ Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than 6 percentage points between the 2024 and 2026 surveys, the change is statistically significant.

1. In 2020 and 2025, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

Methods

Selecting Survey Recipients

All households within the Town of Davidson were eligible to participate in the survey. A list of all households within the zip codes serving Davidson was purchased from Polco's mailing vendor, based on updated listings from the United States Postal Service.

Since some of the zip codes that serve Davidson households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of Davidson boundaries were removed from the list of potential households to survey. Each address identified as being within Town boundaries was further identified as being within one of the three areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units sampled at a rate of 5:3 compared to single family housing units.

Conducting the Random Sample Survey

The 3,000 randomly selected households received mailings beginning on February 2, 2026, and data collection for the survey remained open for six weeks. The first mailing was a postcard inviting the household to participate in the survey online. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online, as well as QR codes to further encourage participation. In addition, a reminder text message was also sent to encourage participation.

About 2% of the 3,000 mailed invitations were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,932 households that received the invitations to participate, 635 completed the survey, providing an overall response rate of 22%. The response rate was calculated using AAPOR's response rate #2 for mailed surveys of unnamed persons.¹

It is customary to describe the precision of estimates by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval quantifies the sampling error or imprecision of the survey results based on the total number of responses received. This is because *some* residents' opinions are relied on to estimate *all* residents' opinions. The margin of error for the Town of Davidson survey is no greater than plus or minus 4 percentage points around any given percent reported for all respondents (635 completed surveys).

Analyzing the Data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python, and Tableau.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2024 American Community Survey estimates for adults in the Town of Davidson. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.² The results of the weighting scheme for the probability sample are presented in the following table.

Polco aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target ⁴
Age	18-34	3%	13%	26%
	35-54	23%	40%	34%
	55+	74%	47%	39%
Area	Zone 1	34%	40%	42%
	Zone 2	41%	26%	28%
	Zone 3	25%	33%	30%
Hispanic origin	No	97%	94%	97%
	Yes	3%	6%	3%
Housing tenure	Own	84%	79%	79%
	Rent	16%	21%	21%
Housing type	Attached	34%	30%	30%
	Detached	66%	70%	70%
Race & Hispanic ori..	Not white alone	8%	21%	20%
	White alone, not Hispanic or Latino	92%	79%	80%
Sex	Man	42%	47%	47%
	Woman	58%	53%	53%
Sex/age	Man 18-34	1%	6%	13%
	Man 35-54	9%	19%	16%
	Man 55+	32%	22%	18%
	Woman 18-34	1%	7%	14%
	Woman 35-54	15%	22%	18%
	Woman 55+	42%	25%	21%

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged, and can include non-response error, coverage error, recall bias, and social desirability bias.

Non-response error arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences than survey responders. For general resident surveys, where the results are meant to be generalized to the entire adult population living in households, the mailing lists based on the Delivery Sequence File from the United States Post Office may exclude certain types of housing units, such as those in multi-family buildings where mail is addressed to a named resident at the address rather than to a specific unit or where residents only receive their mail at a post office box and the geographic location of a residence cannot be determined, there may be a *coverage error*, although for most locations, this is minimal. Respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events, for example), and for some survey items, they may answer in ways they think cast their responses in a more favorable light (*recall bias* and *social desirability bias*).

Survey Validity

See the Polco Knowledge Base article on survey validity at <https://blog.polco.us/polco-knowledgebase/margin-of-error-and-confidence-level-in-survey-results>

Contact

The Town of Davidson funded this research. Please contact Betsy Shores of the Town of Davidson at bshores@townofdavidson.org if you have any questions about the survey.

1. See AAPOR's Standard Definitions for more information at <https://aapor.org/standards-and-ethics/standard-definitions/>
2. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from <https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf>
3. Targets come from the 2020 Census and 2024 American Community Survey

Key Findings

Community Strengths

Overall quality of life and community image are exceptionally strong

- All items related to Davidson’s quality of life scored above the national benchmark, with overall image or reputation and overall quality of life rated highly by nearly all residents.
- Nearly all respondents gave excellent or good ratings to their neighborhood as a place to live, exceeding the national average.

Governance, trust, and community well-being continue to strengthen

- Ratings for treating all residents fairly increased from 79% to 86%, while openness and transparency rose from 74% to 81% since the 2024 survey.
- Opportunities to participate in community matters improved from 79% to 85%, and perceptions of taking care of vulnerable residents increased from 73% to 78%.
- Attracting people from diverse backgrounds also increased from 50% to 57%.
- Employment opportunities showed improvement, increasing from 40% to 47% compared to the previous iteration.

Mobility, infrastructure, and design show positive momentum

- About 9 in 10 residents gave high marks to ease of walking, far exceeding the national average.
- Ease of public parking (36% to 44%), street repair (65% to 71%), and street lighting (67% to 74%) all improved from the previous survey.
- Overall design and layout of residential and commercial areas increased from 74% to 80% and performed above the national benchmark.

Safety and cleanliness remain standout strengths

- Safety continues to be the highest-rated facet, with fire prevention and education increasing from 86% to 94%.
- Nearly all residents gave excellent or good ratings to the cleanliness of the City, ranking much higher than comparison communities.

Education, family environment, and community amenities are highly rated

- K–12 education improved from 82% to 88%, exceeding the national average.
- Nearly all respondents rated Davidson highly as a place to raise children, well above the national benchmark.
- Public library services received overwhelmingly positive ratings from nearly all residents.

Focus Areas

Housing affordability and cost of living remain areas to monitor

- Cost of living received positive ratings from about 4 in 10 residents.
- Only about 3 in 10 residents gave favorable ratings to the availability of affordable, quality housing.

Select transportation elements experienced declines, with some lower-rated areas

- Ease of travel by bicycle declined from 67% to 61%, traffic signal timing decreased from 76% to 71%, and bus or transit services dropped notably from 55% to 39% compared to the previous survey.
- Traffic flow on major streets (34%) and ease of travel by public transportation (22%) were among the lowest-rated items within the mobility facet.

Recreation and wellness opportunities experienced a slight softening

- Ratings for fitness opportunities declined from 87% to 81% since the previous iteration.

Other Notable Results

- Walkability (e.g., the ability to safely walk to places residents need to go) and preserving the tree canopy were each identified as priorities by 96% of residents for maintaining or improving quality of life in Davidson.

Areas of Greatest Change

Of the evaluative questions included on both the 2024 and 2026 survey iterations, 104 were statistically similar to previous results. Upward trends were seen in 14 items, while 4 ratings decreased since 2024. The most significant of those trends are listed below.

Increases

- Overall quality of the utility infrastructure in Davidson (water, sewer, storm water, electric/gas, broadband) (+10%)
- Ease of public parking (+9%)
- Affordable high-speed internet access (+9%)
- Fire prevention and education (+8%)
- Attracting people from diverse backgrounds (+7%)

Decreases

- Bus or transit services (-15%)
- Ease of travel by bicycle in Davidson (-6%)
- Fitness opportunities (including exercise classes and paths or trails, etc.)(-6%)
- Traffic signal timing (-6%)

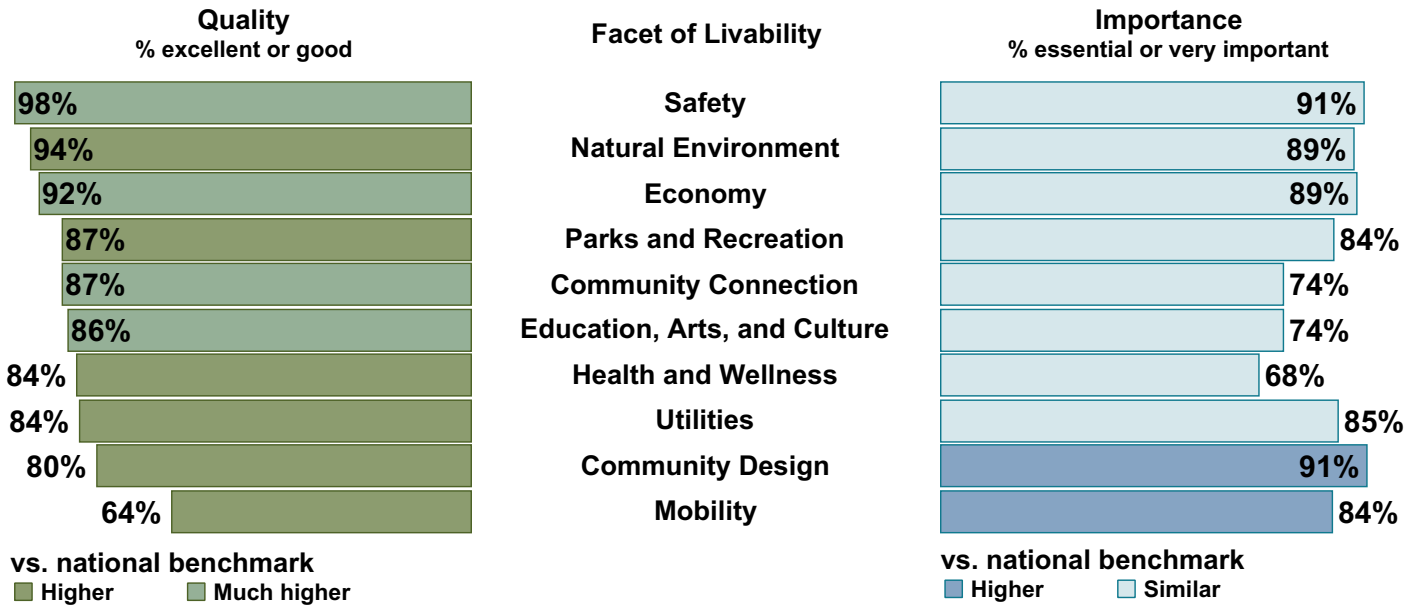
Facets of Livability



Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

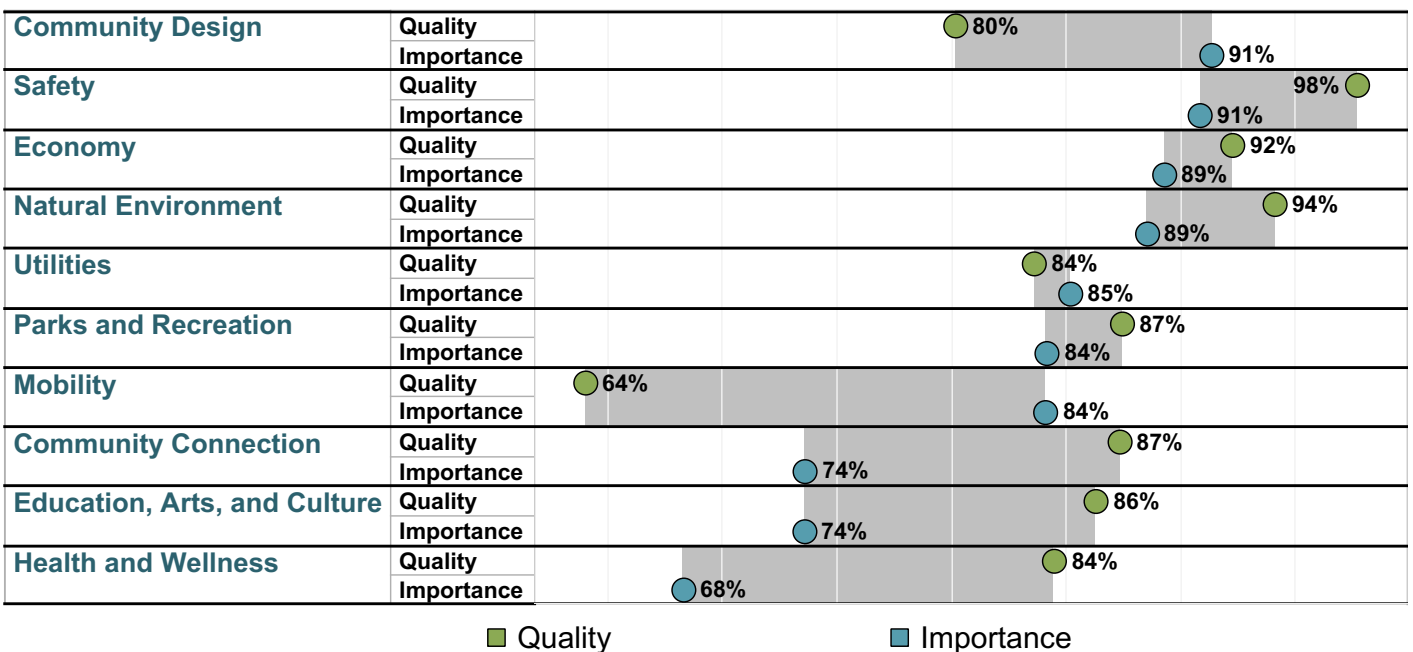
Quality and Importance by the Numbers

The table below shows the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local quality ratings were lower, similar, or higher than communities across the country (the national benchmark).



Quality/Importance Gap Analysis

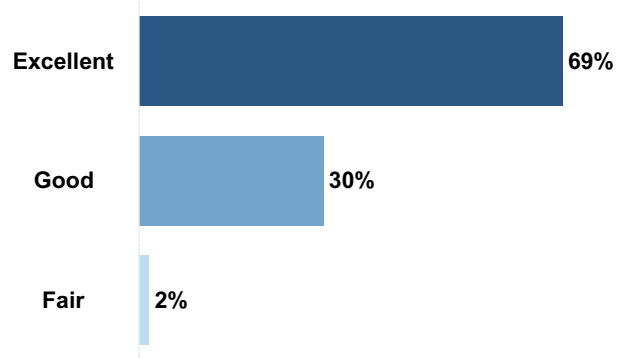
The gap analysis chart below shows the same data as above; however, this chart more clearly illustrates the comparative differences in quality and importance ratings for each facet, as well as the absolute ratings for each.



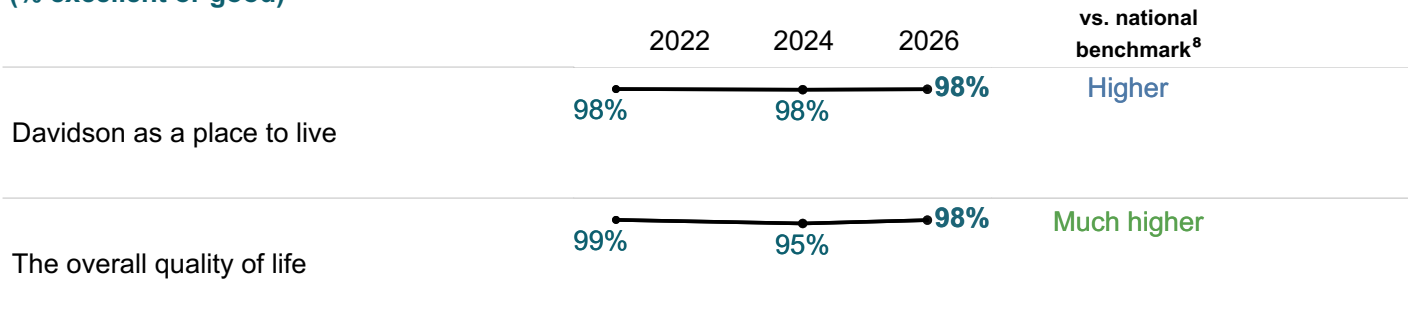
The overall quality of life in Davidson

Quality of Life

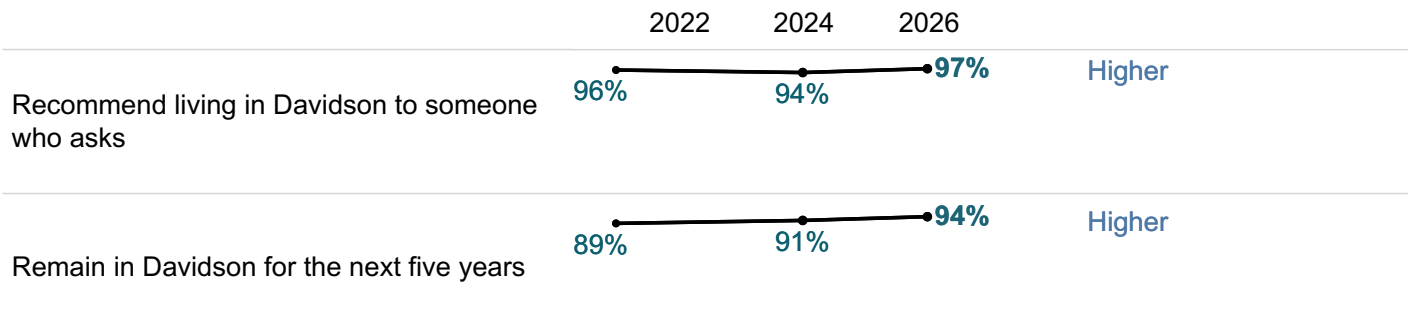
Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.



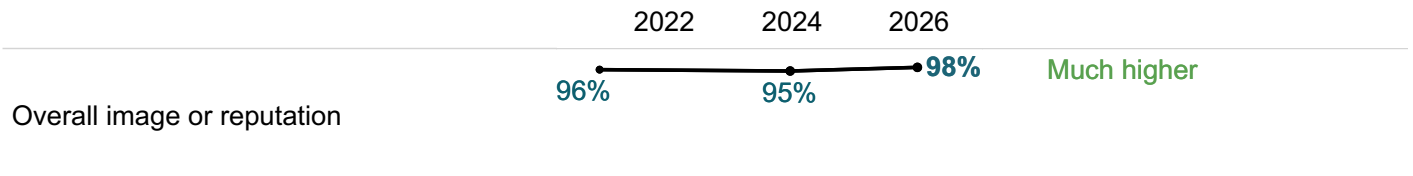
Please rate each of the following aspects of quality of life in Davidson.
(% excellent or good)



Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)



Please rate each of the following in the Davidson community.
(% excellent or good)



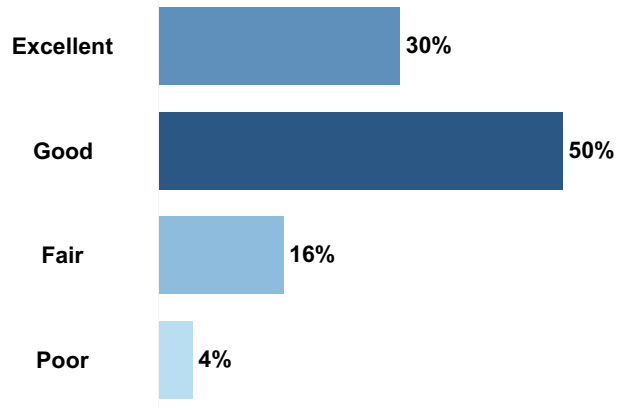
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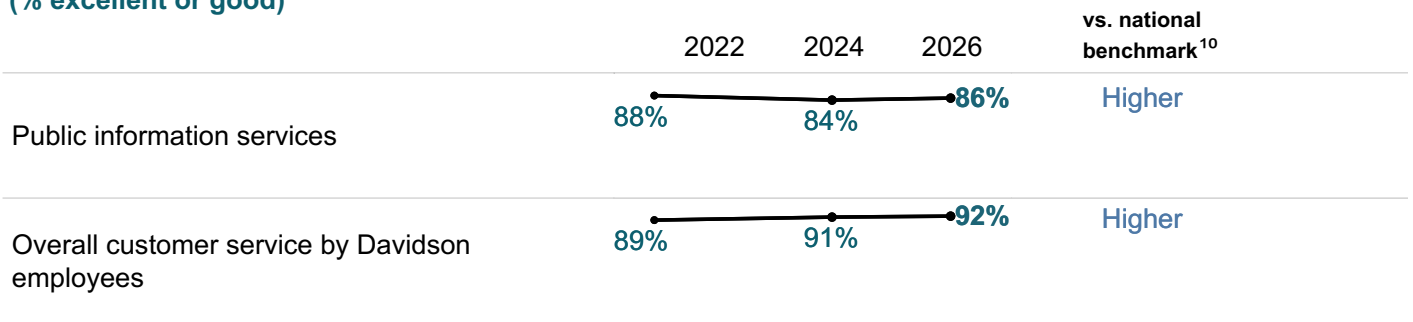
Governance

Strong local governments deliver results that meet residents' needs, use resources effectively, and respond to both current and future community priorities.

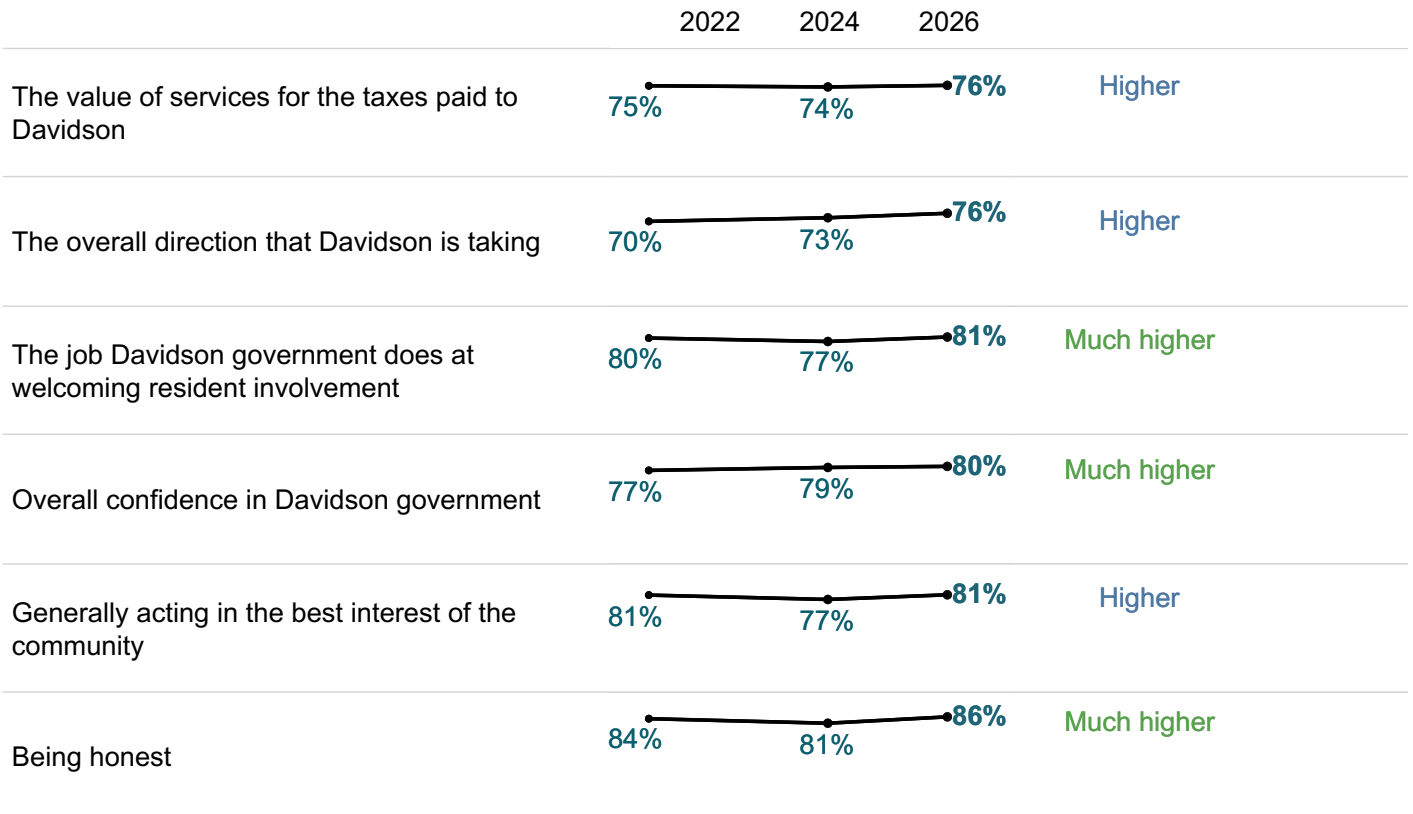
Overall confidence in Davidson government

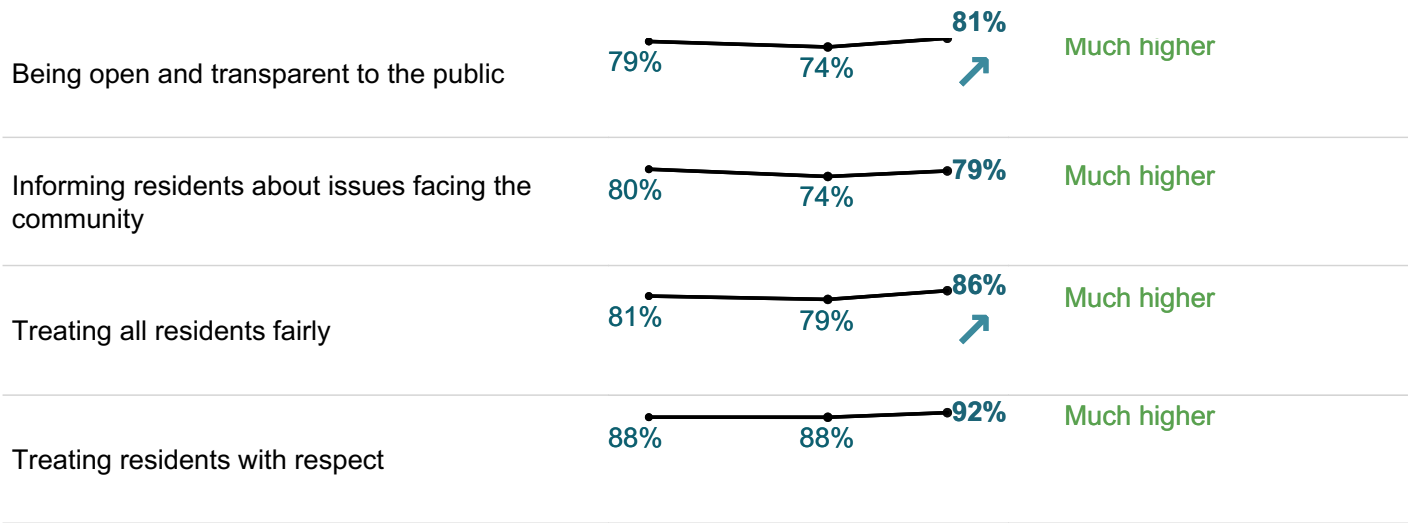


Please rate the quality of each of the following services in Davidson.
(% excellent or good)

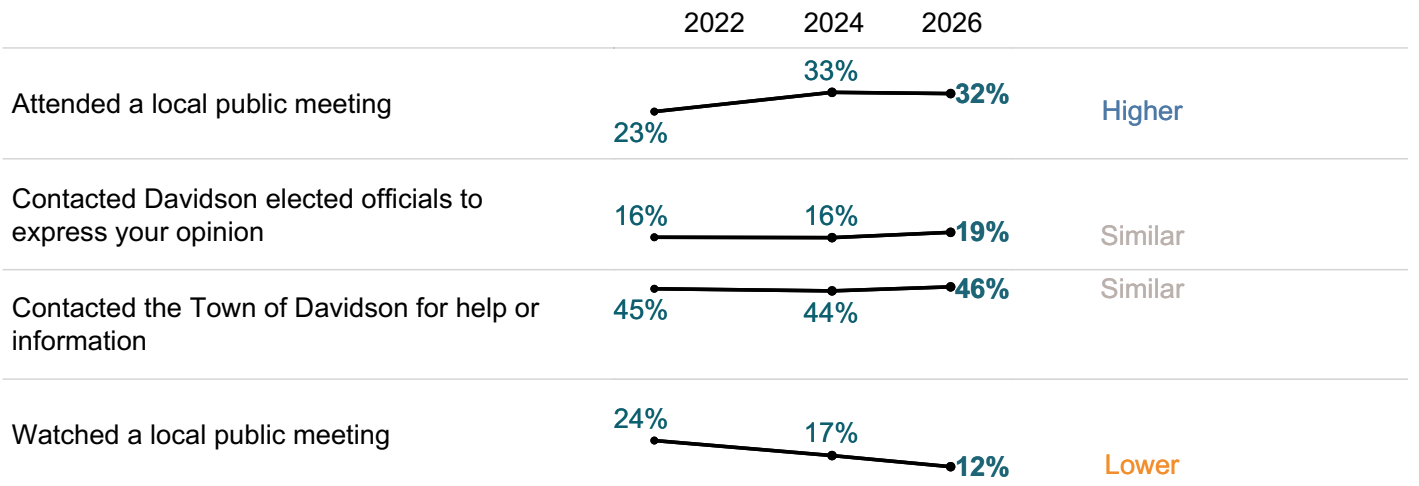


Please rate the following categories of Davidson government performance.
(% excellent or good)

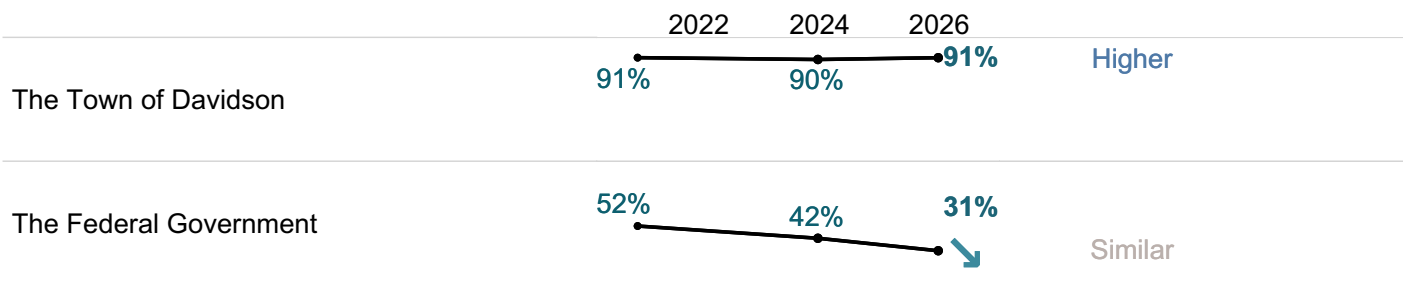




Please indicate whether or not you have done each of the following in the last 12 months. (% yes)



Overall, how would you rate the quality of the services provided by each of the following? (% excellent or good)



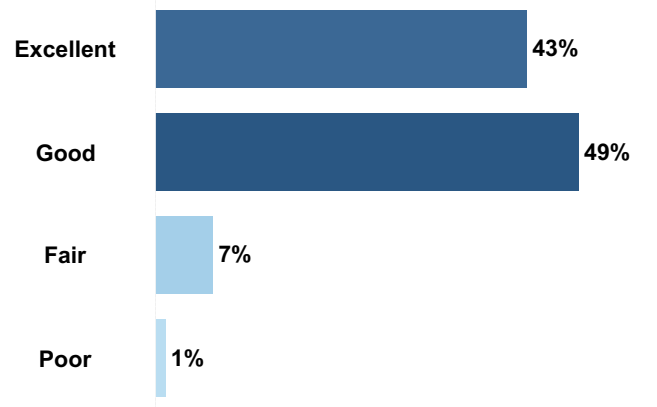
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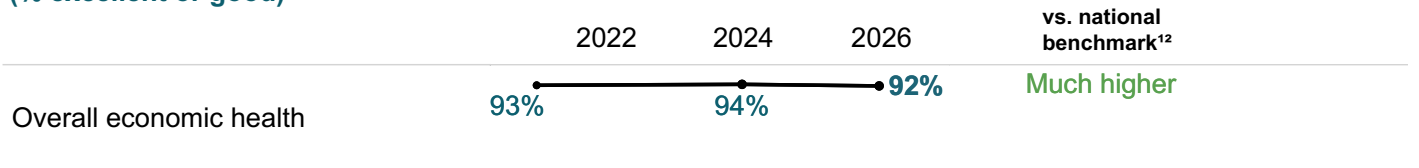
Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

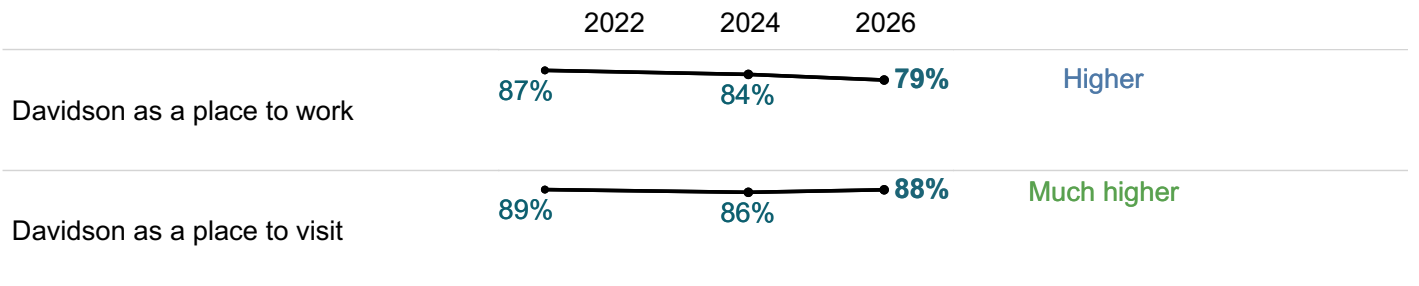
Overall economic health of Davidson



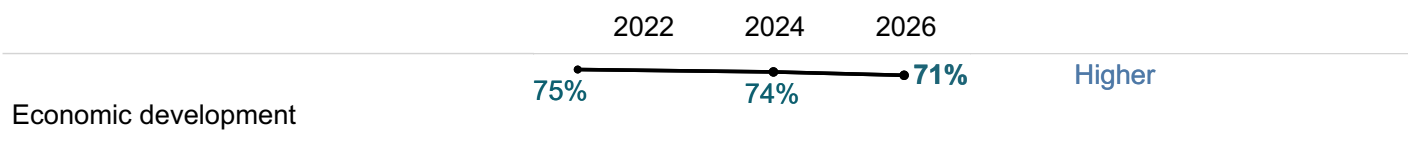
Please rate each of the following characteristics as they relate to Davidson as a whole.
(% excellent or good)



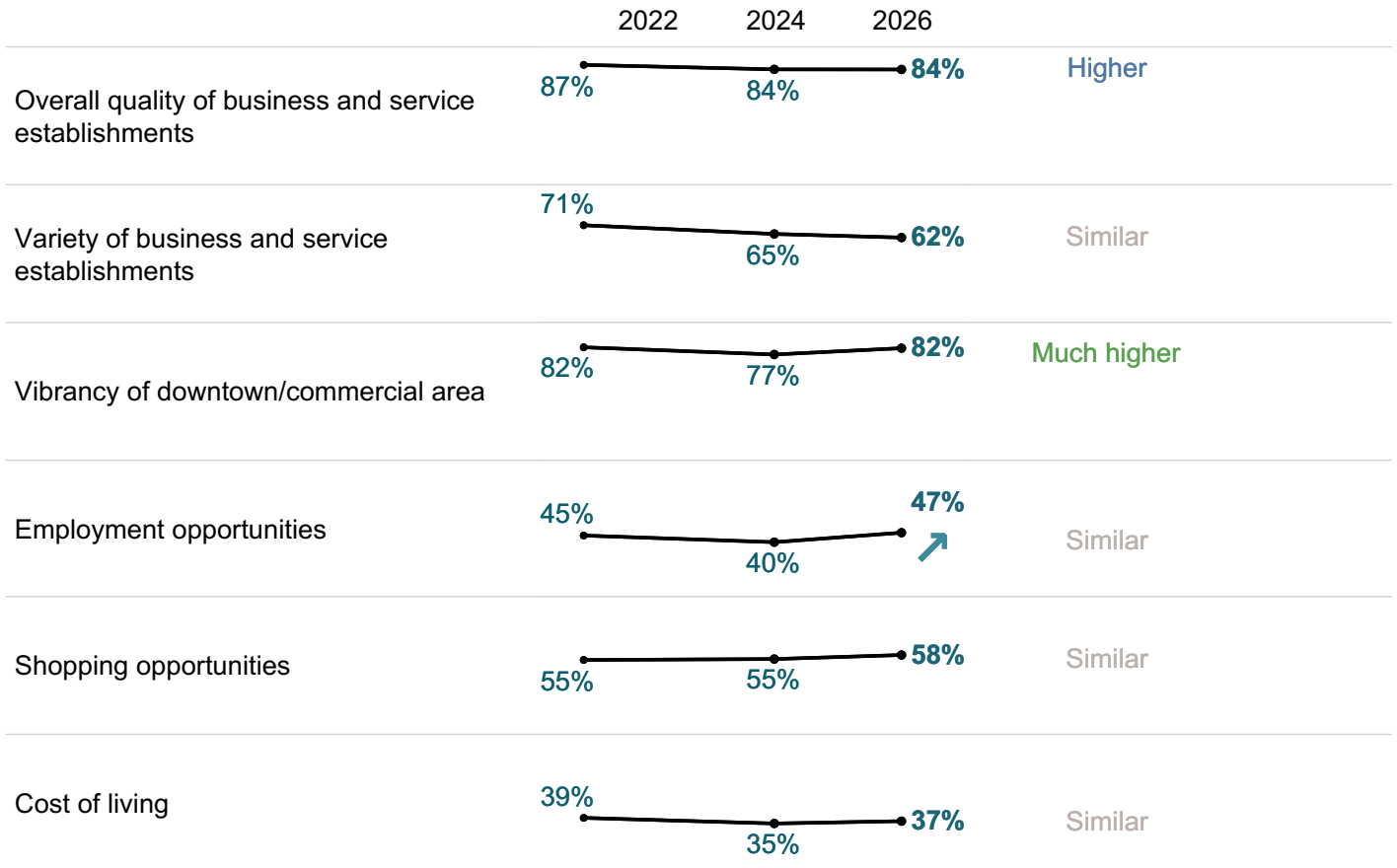
Please rate each of the following aspects of quality of life in Davidson.
(% excellent or good)



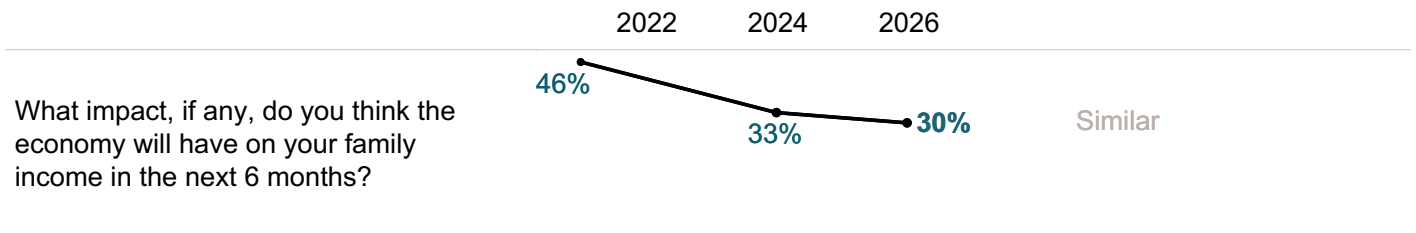
Please rate the quality of each of the following services in Davidson.
(% excellent or good)



Please rate each of the following in the Davidson community.
 (% excellent or good)



What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
 (% very or somewhat positive)



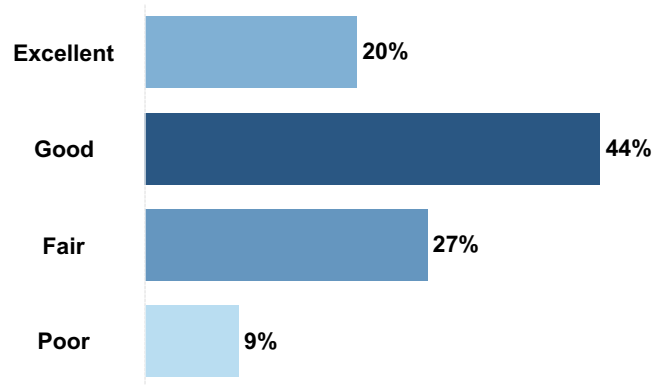
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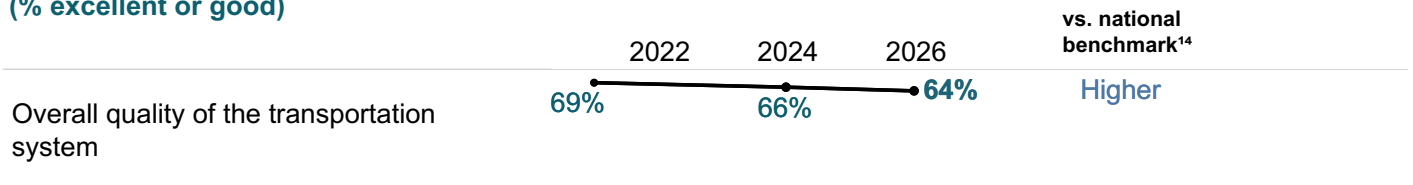
Overall quality of the transportation system in Davidson

Mobility

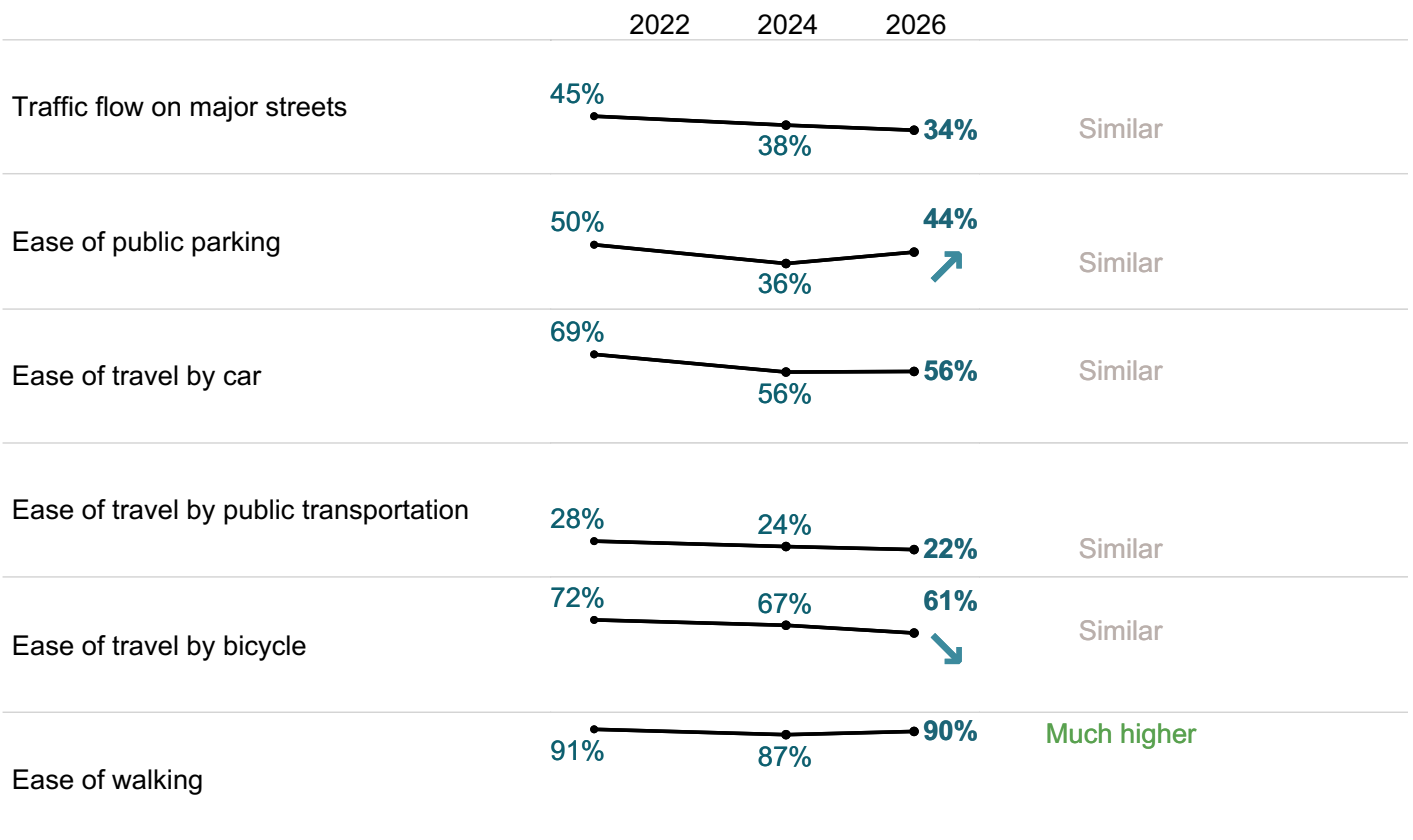
The ability of residents to move about their community with ease plays an important role in the overall quality of life for everyone who lives, works, and spends time there.



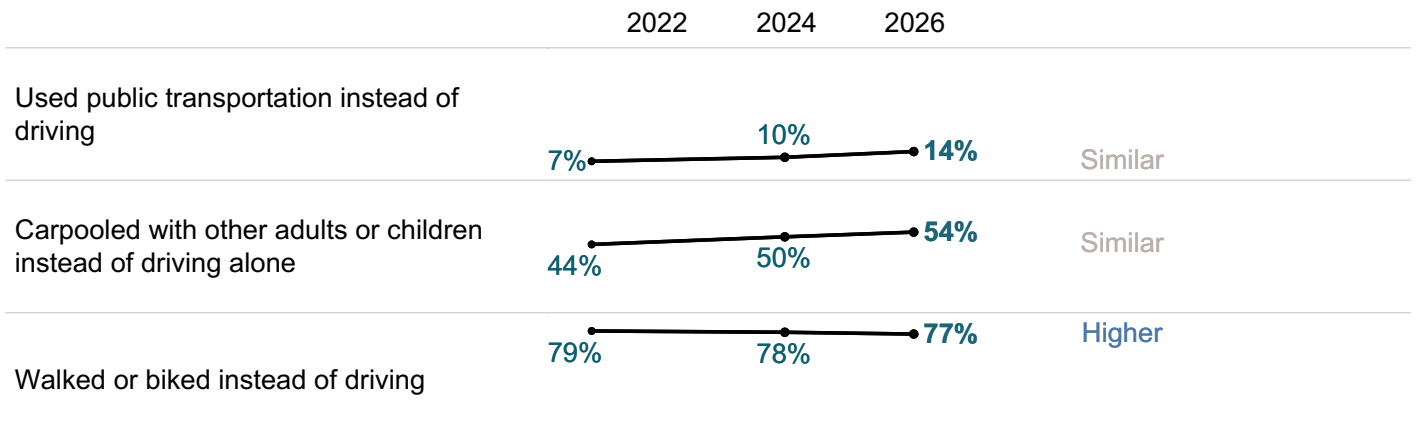
Please rate each of the following characteristics as they relate to Davidson as a whole. (% excellent or good)



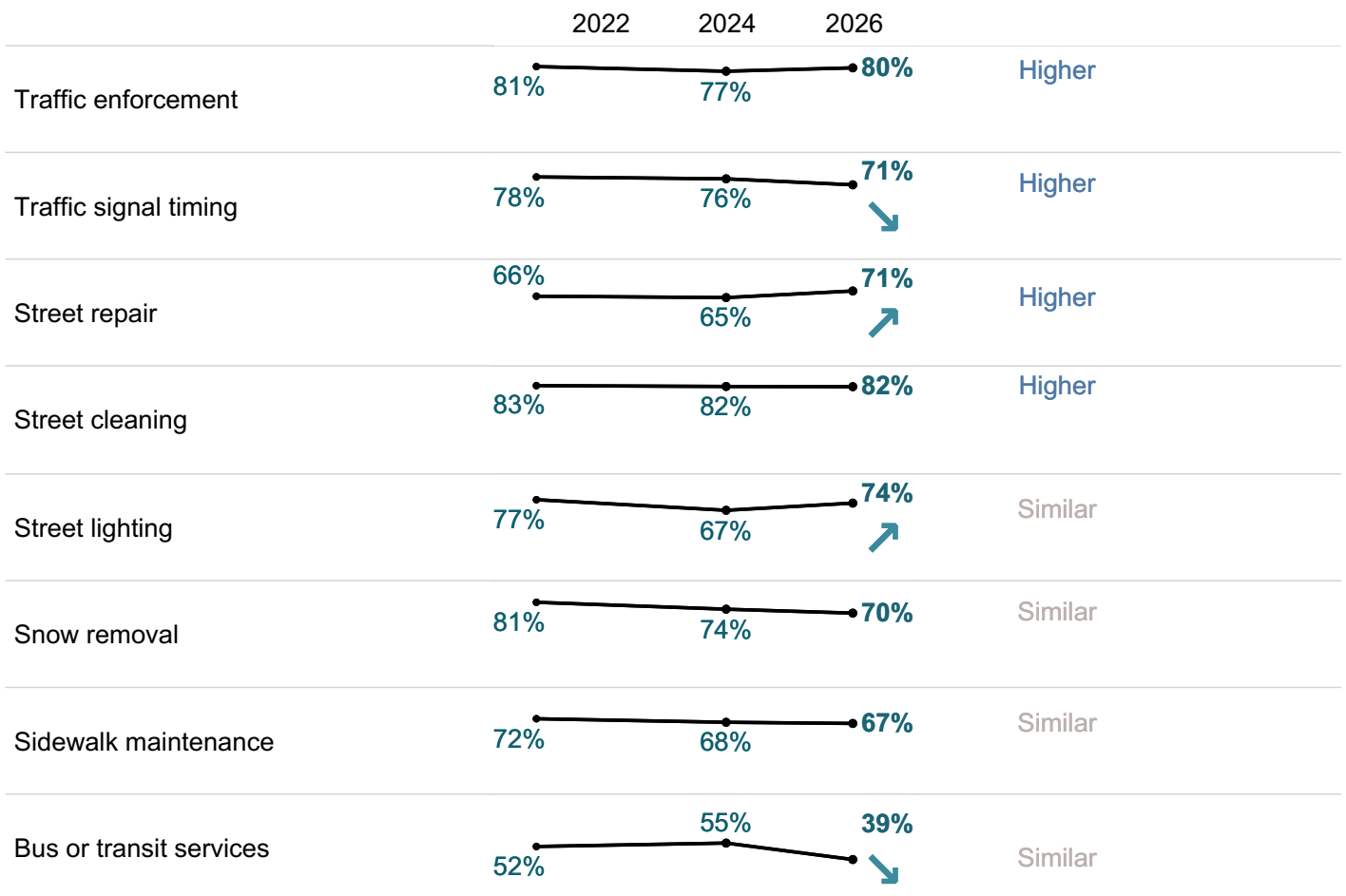
Please also rate each of the following in the Davidson community. (% excellent or good)



Please indicate whether or not you have done each of the following in the last 12 months.
 (% yes)



Please rate the quality of each of the following services in Davidson.
 (% excellent or good)



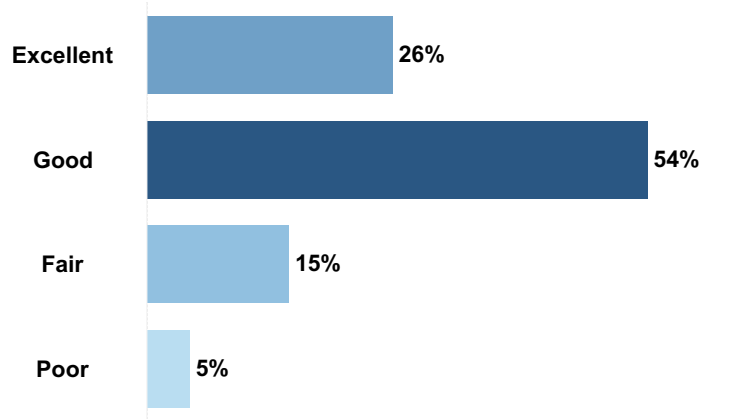
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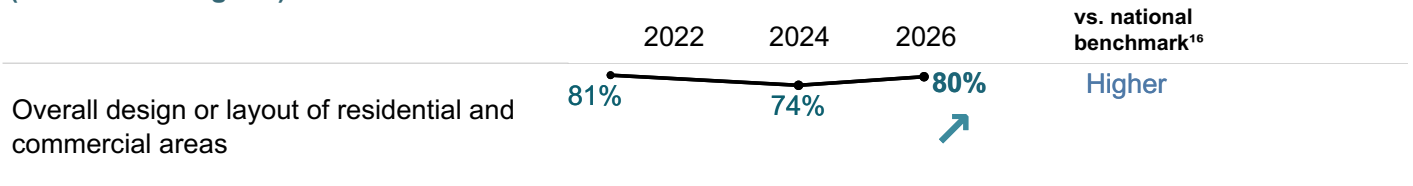
Overall design or layout of Davidson's residential and commercial areas

Community Design

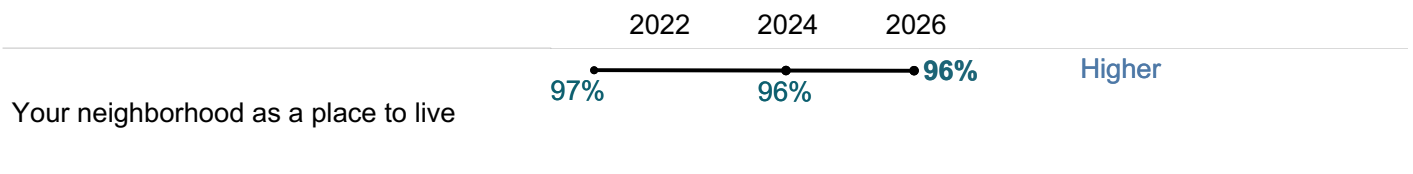
A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and supporting development that suits residents' needs.



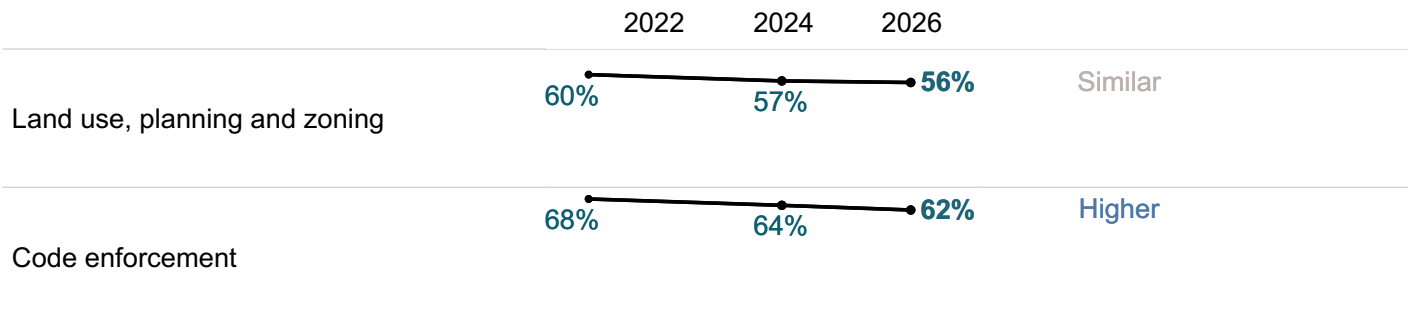
Please rate each of the following characteristics as they relate to Davidson as a whole.
(% excellent or good)



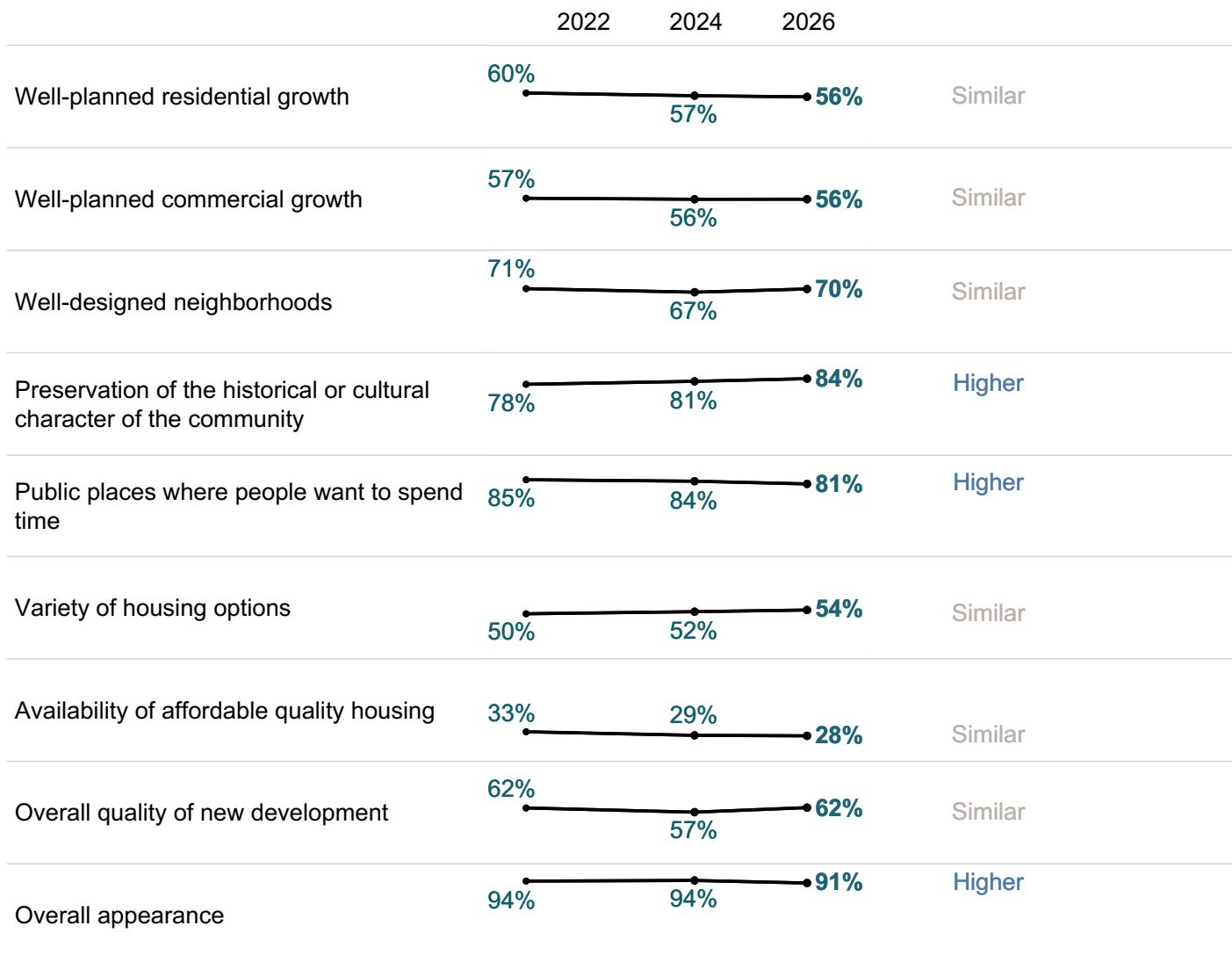
Please rate each of the following aspects of quality of life in Davidson.
(% excellent or good)



Please rate the quality of each of the following services in Davidson.
(% excellent or good)



Please also rate each of the following in the Davidson community.
 (% excellent or good)



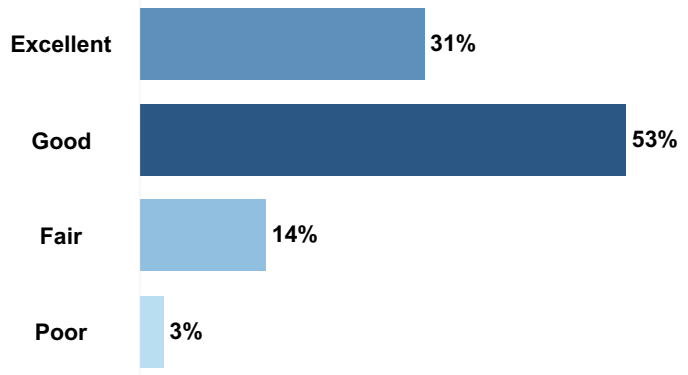
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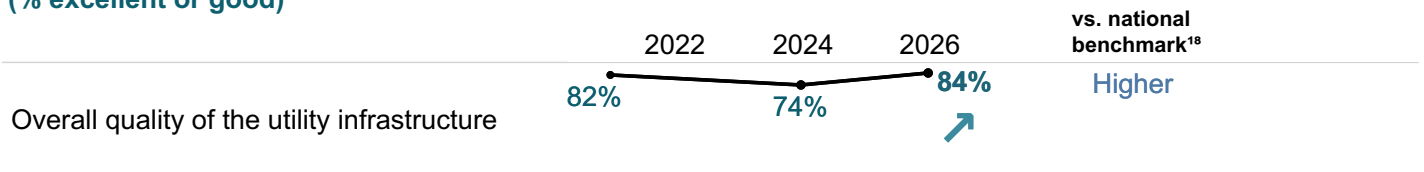
Overall quality of the utility infrastructure in Davidson

Utilities

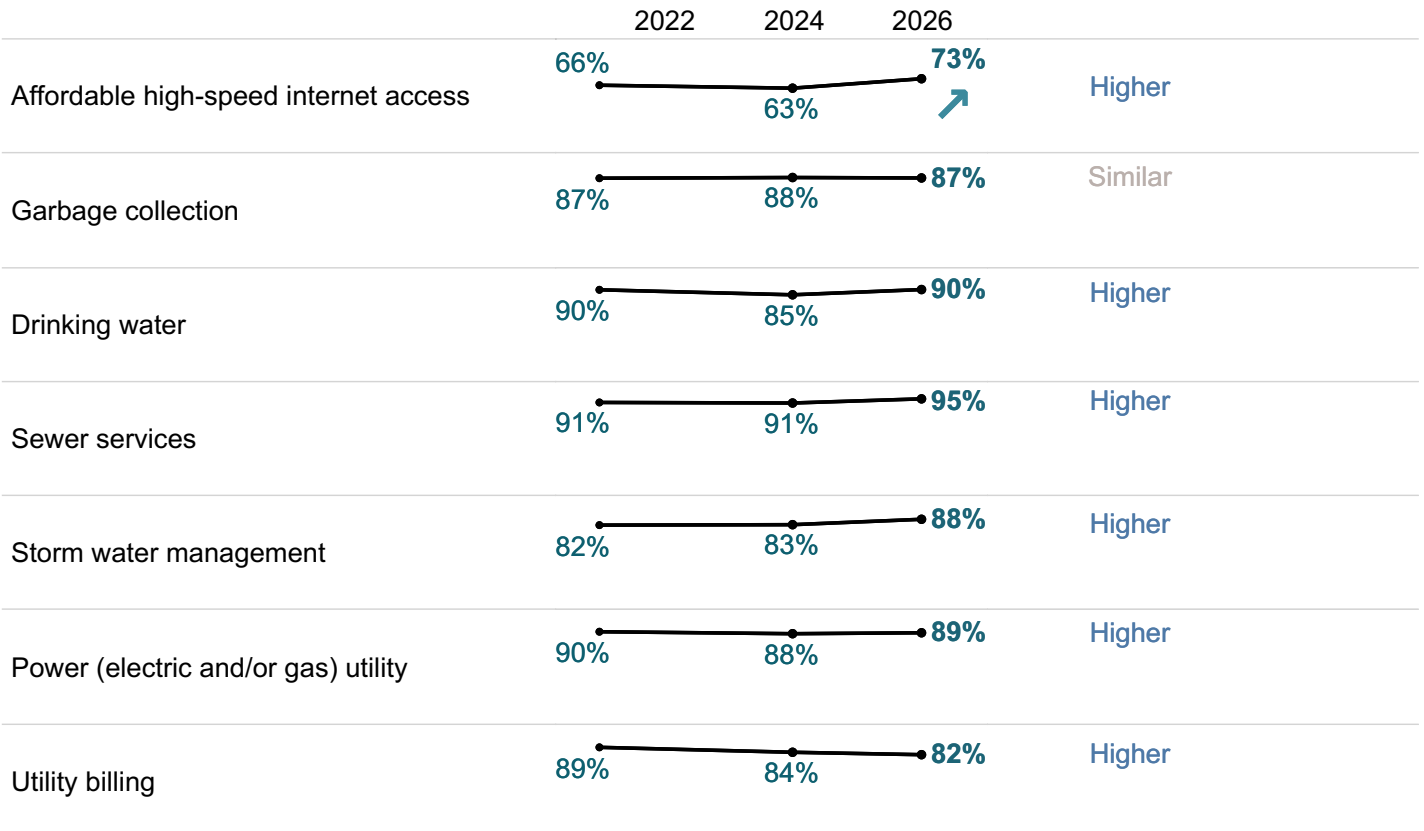
Access to essential services like water, gas, electricity, and internet is crucial for safeguarding the physical health, economic stability, and overall well-being of the communities they support.



Please rate each of the following characteristics as they relate to Davidson as a whole. (% excellent or good)



Please rate the quality of each of the following services in Davidson. (% excellent or good)



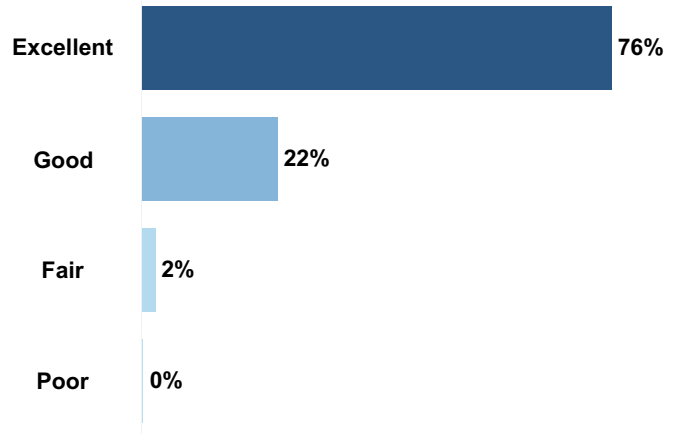
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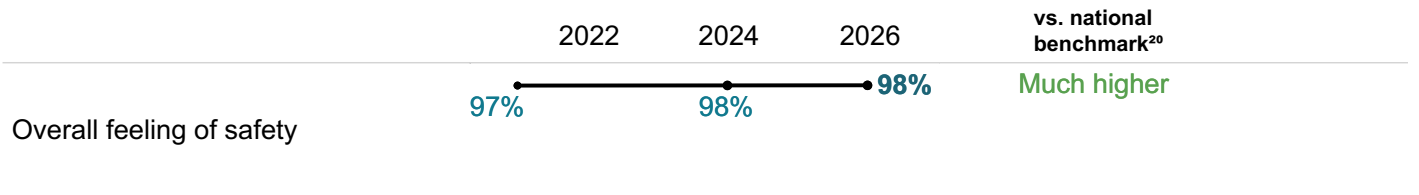
Safety

Public safety is one of the most important responsibilities of local governments, as every resident deserves to feel safe and secure both in their neighborhoods and across the wider community. The provision of strong, reliable safety services is essential to ensuring a high quality of life.

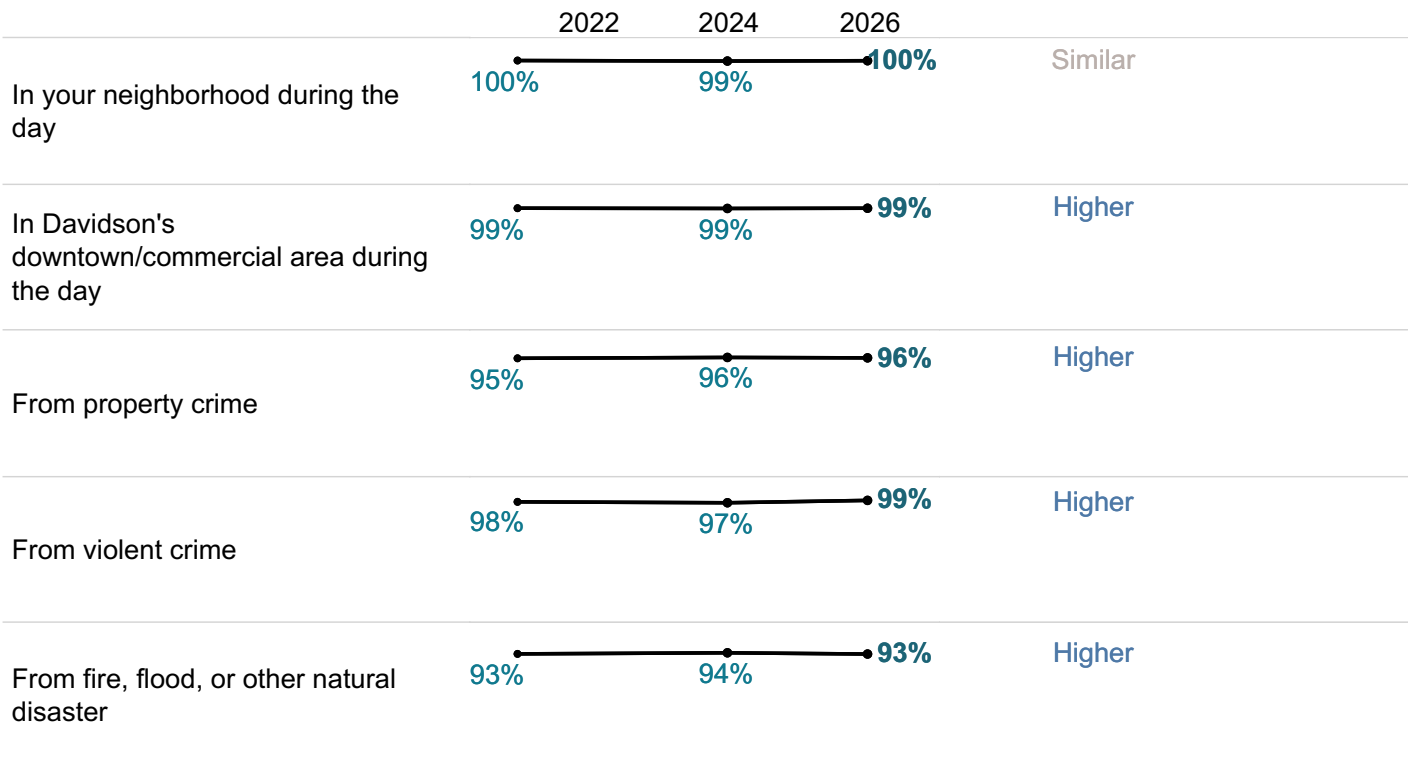
Overall feeling of safety in Davidson



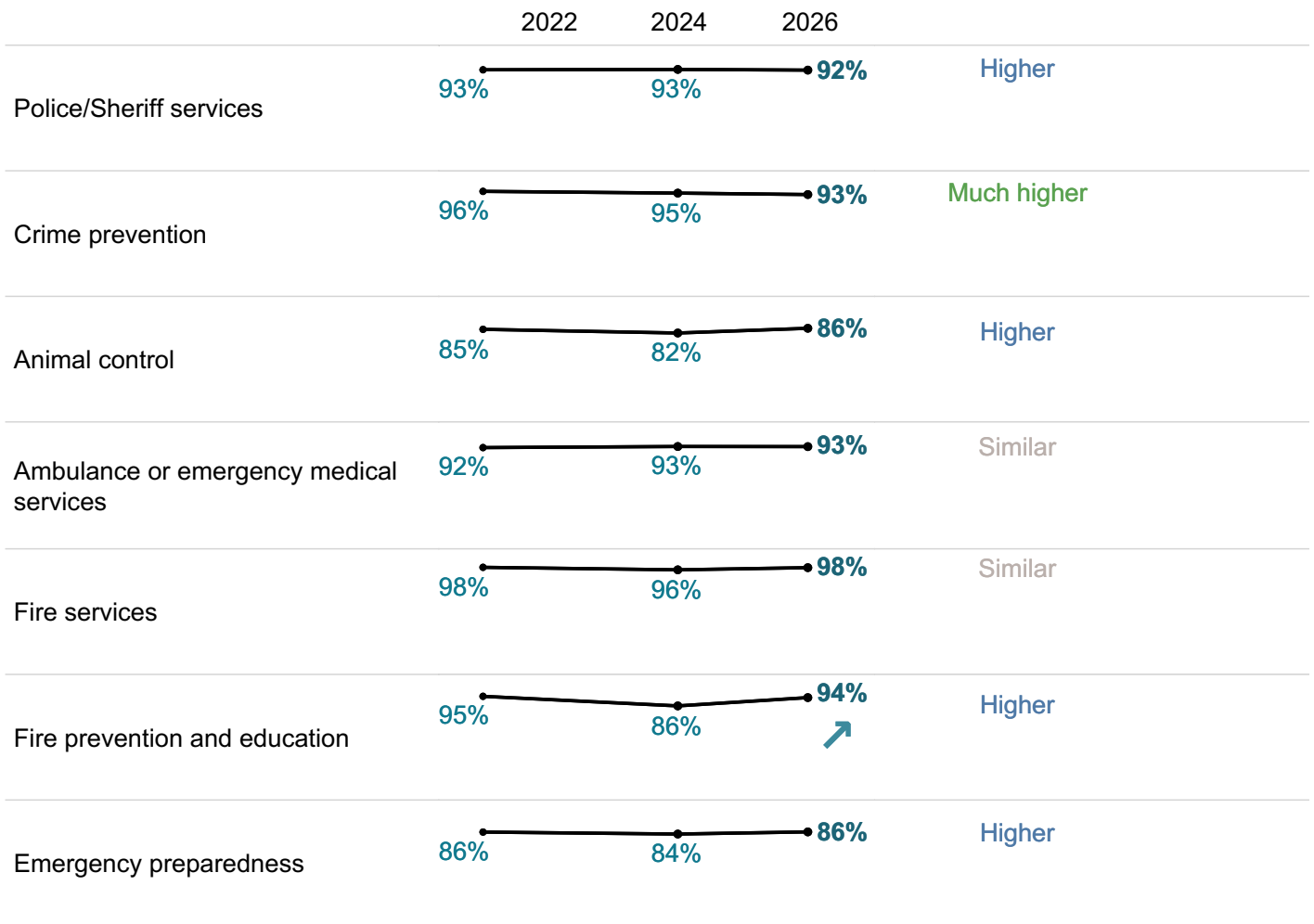
Please rate each of the following characteristics as they relate to Davidson as a whole.
(% excellent or good)



Please rate how safe or unsafe you feel:
(% very or somewhat safe)



**Please rate the quality of each of the following services in Davidson.
(% excellent or good)**



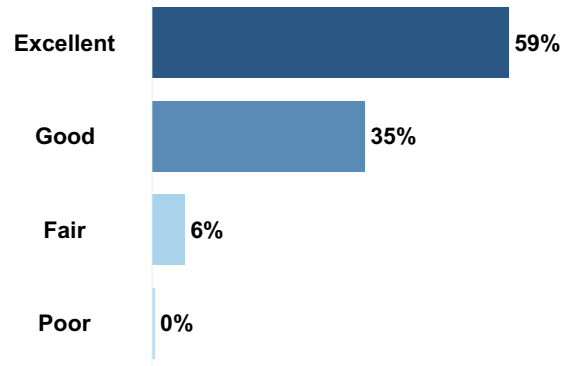
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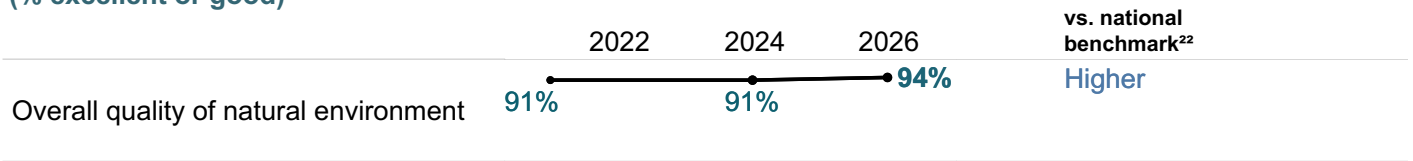
Overall quality of natural environment in Davidson

Natural Environment

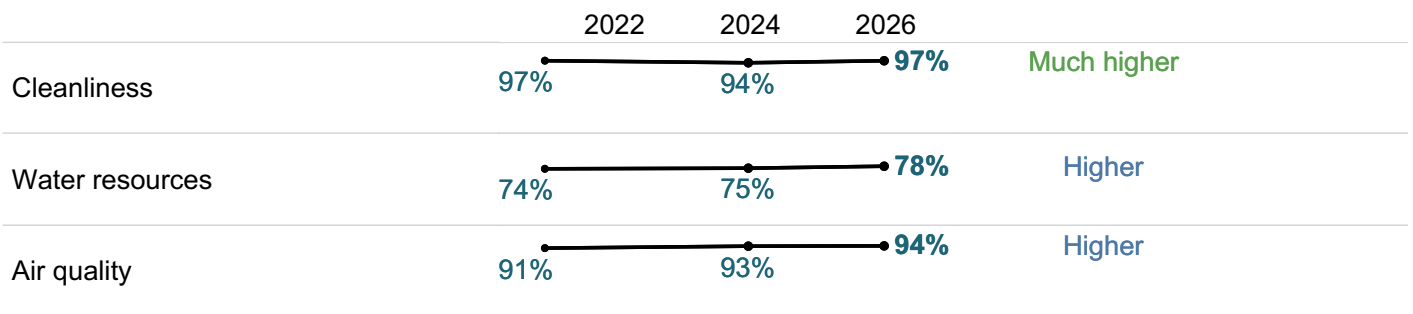
The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life. The natural environment plays a vital role in the health and well-being of residents.



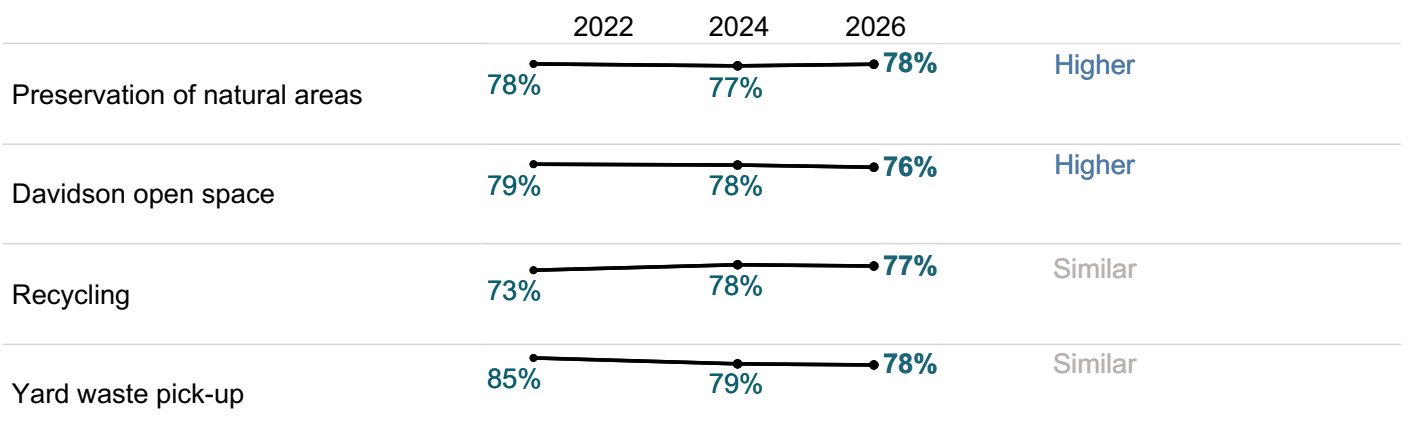
Please rate each of the following characteristics as they relate to Davidson as a whole.
(% excellent or good)



Please also rate each of the following in the Davidson community.
(% excellent or good)



Please rate the quality of each of the following services in Davidson.
(% excellent or good)



²². Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

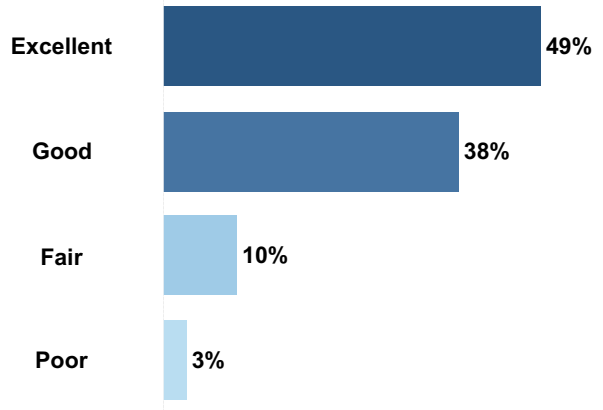
²³. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report.

Parks and Recreation

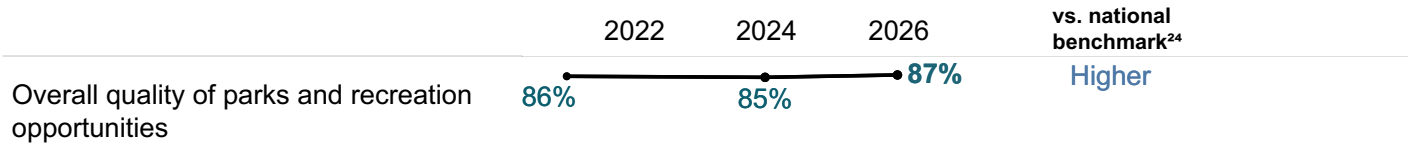
"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association

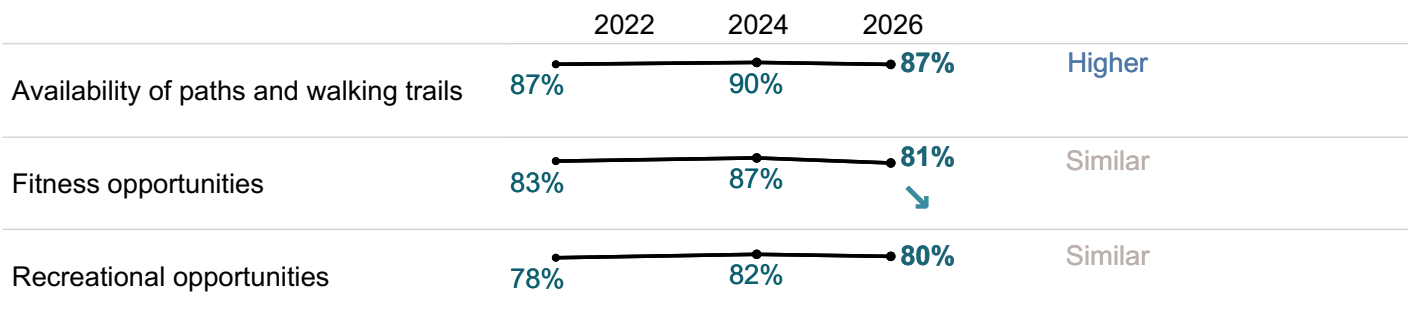
Overall quality of parks and recreation opportunities



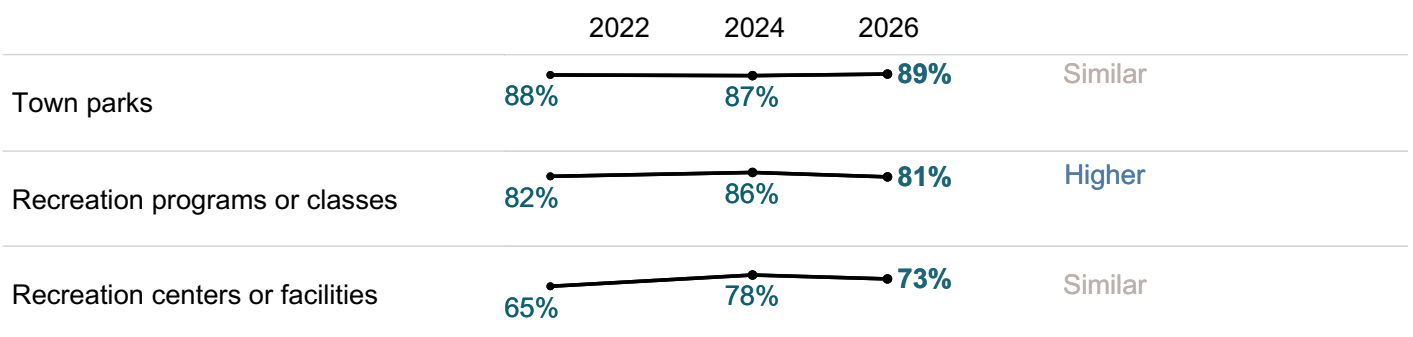
Please rate each of the following characteristics as they relate to Davidson as a whole. (% excellent or good)



Please also rate each of the following in the Davidson community. (% excellent or good)



Please rate the quality of each of the following services in Davidson. (% excellent or good)



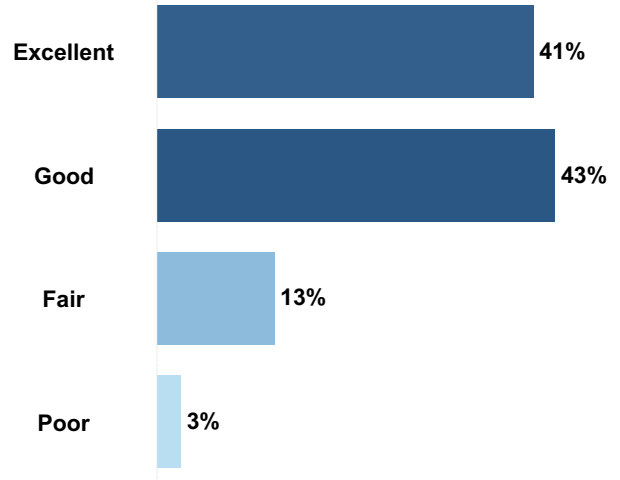
24. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

25. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report.

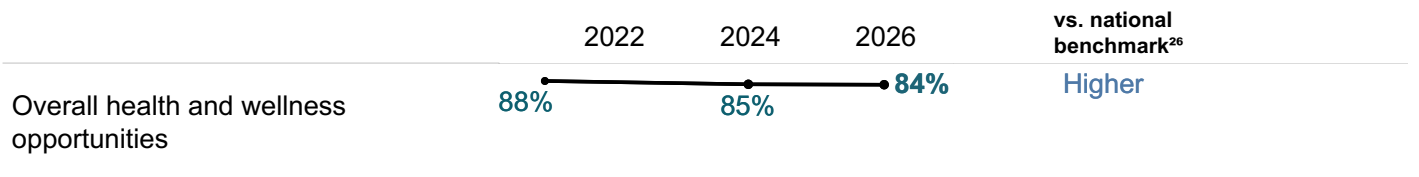
Overall health and wellness opportunities in Davidson

Health and Wellness

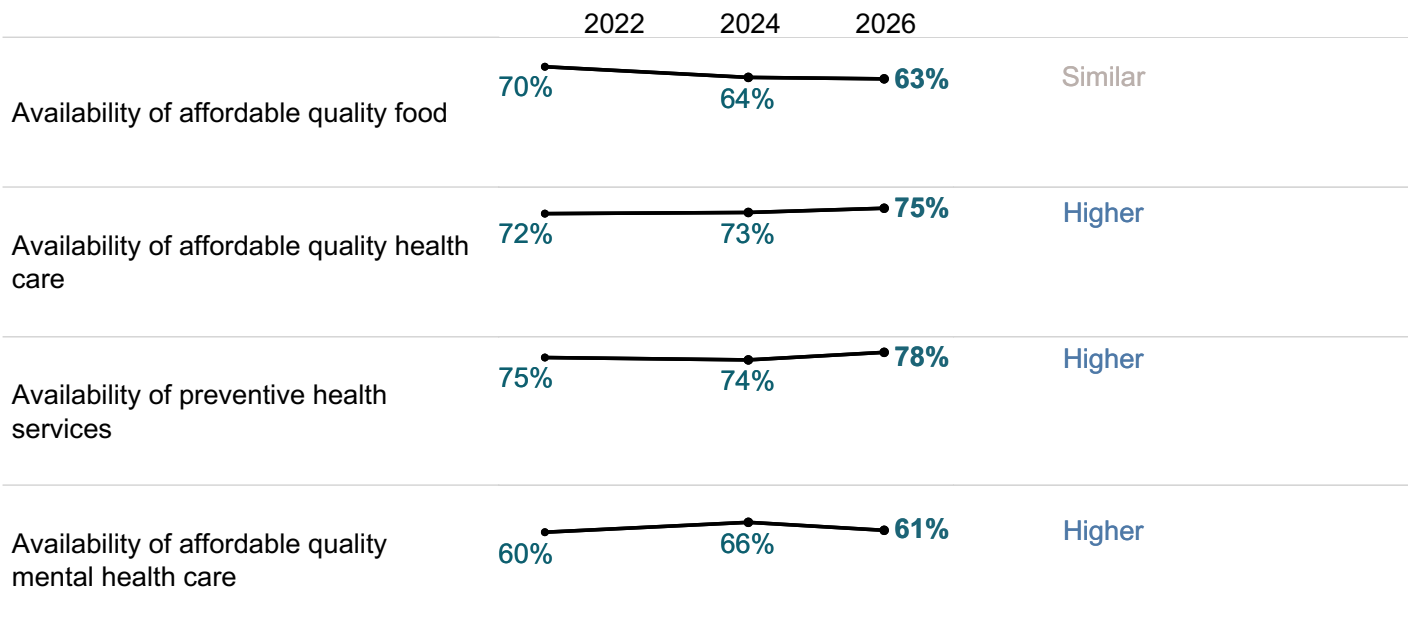
The features and amenities of a community directly influence residents' health and well-being, shaping their overall quality of life.



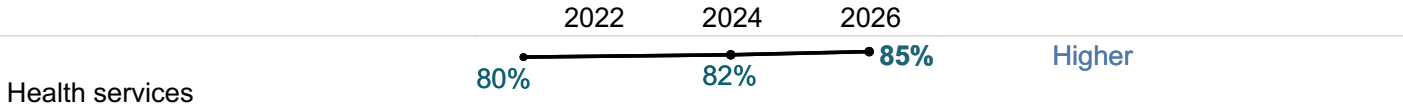
Please rate each of the following characteristics as they relate to Davidson as a whole. (% excellent or good)



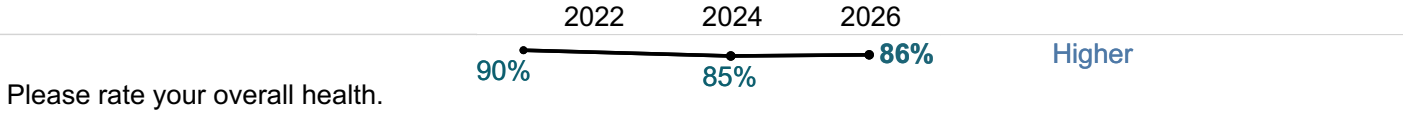
Please also rate each of the following in the Davidson community. (% excellent or good)



Please rate the quality of each of the following services in Davidson.
(% excellent or good)



Please rate your overall health.
(% excellent or very good)



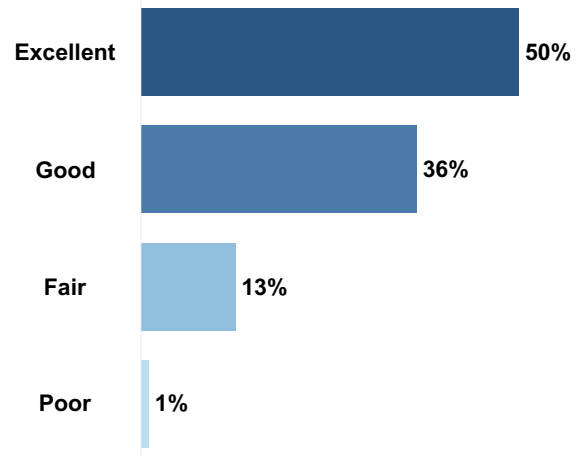
26. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

27. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Education, Arts, and Culture

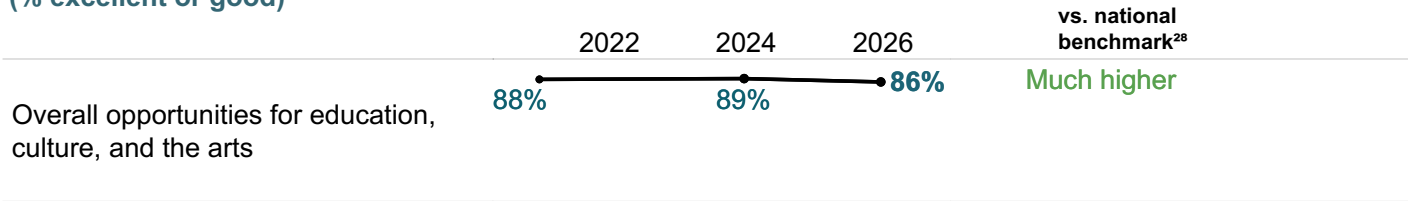
Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts



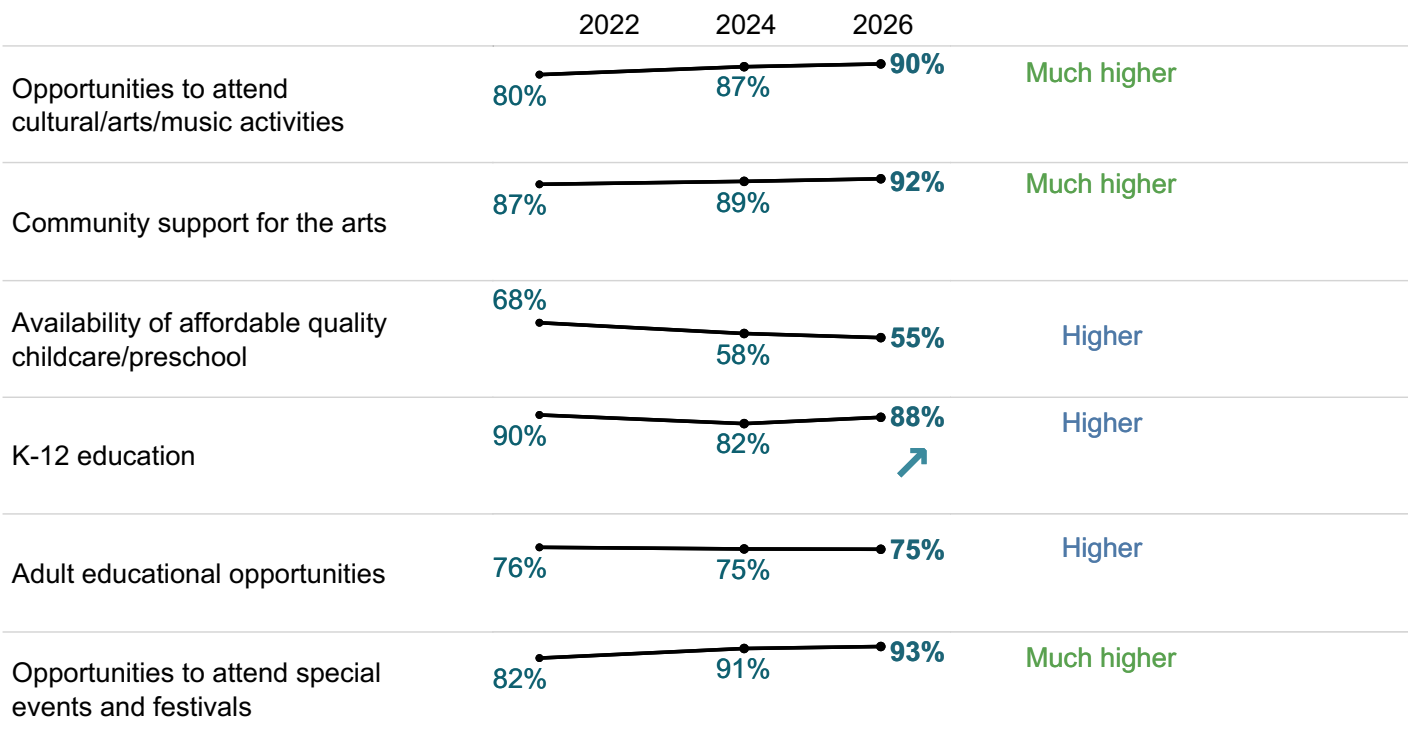
Please rate each of the following characteristics as they relate to Davidson as a whole.

(% excellent or good)

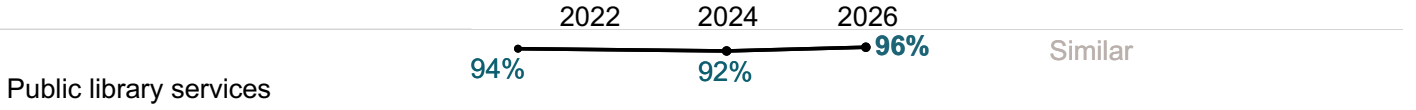


Please also rate each of the following in the Davidson community.

(% excellent or good)



Please rate the quality of each of the following services in Davidson.
(% excellent or good)



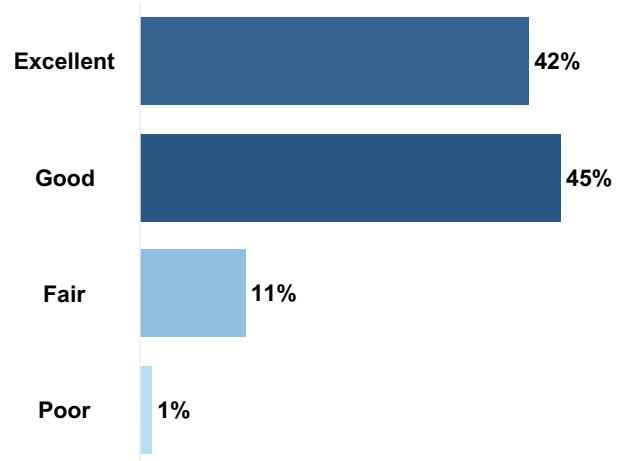
28. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

29. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

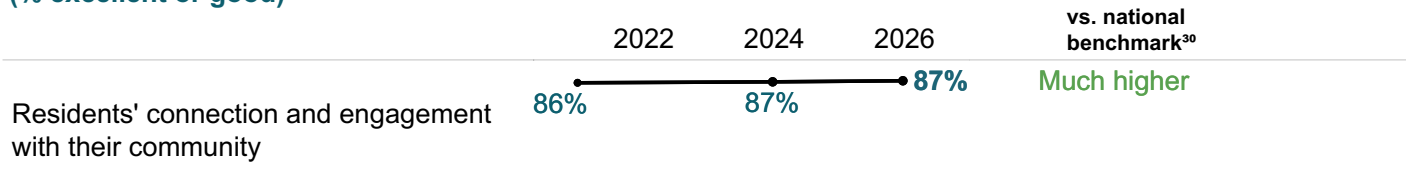
Community Connection

Community connection reflects residents' sense of belonging. When residents feel welcomed and encouraged to participate, they are more likely to feel engaged and connected to their community.

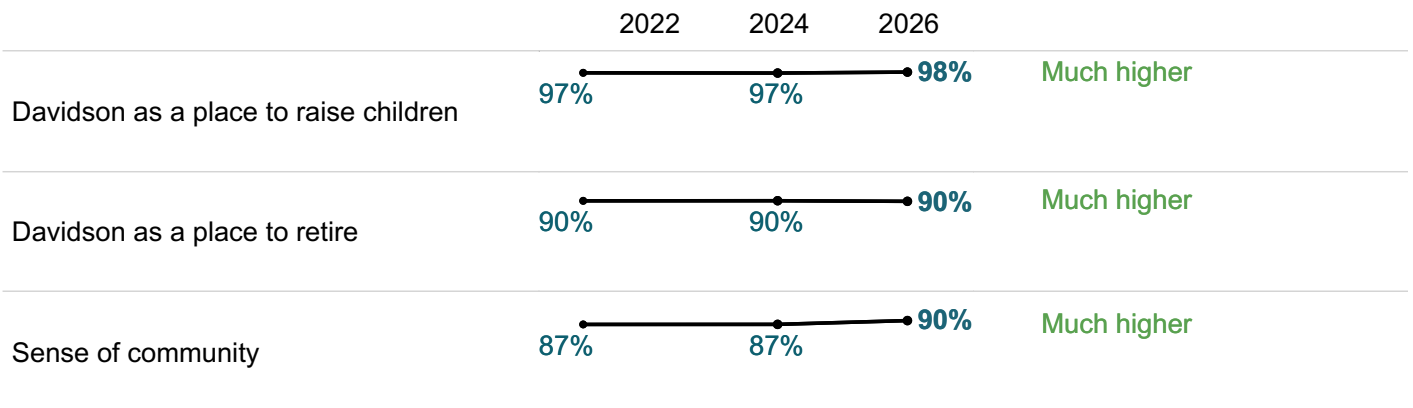
Residents' connection and engagement with their community



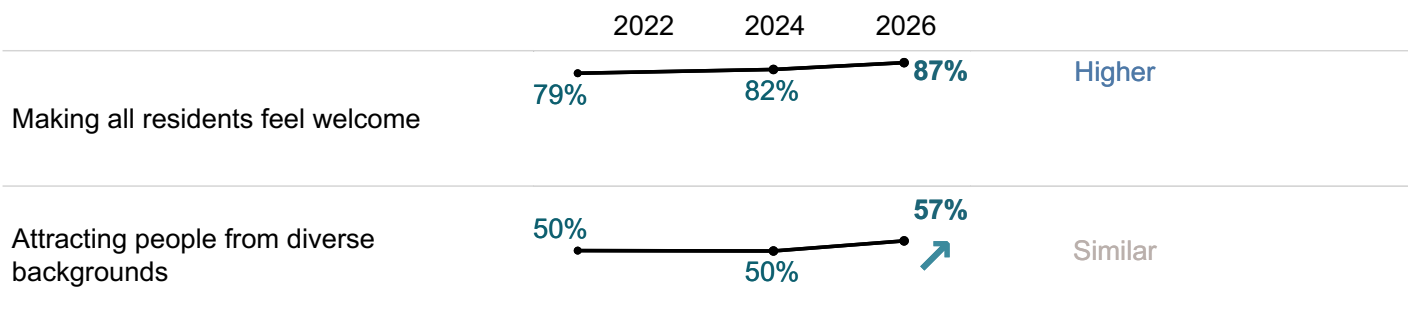
Please rate each of the following characteristics as they relate to Davidson as a whole. (% excellent or good)

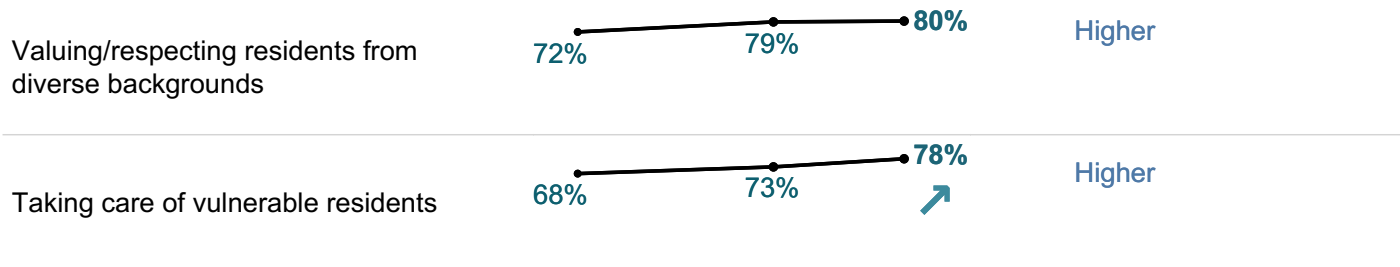


Please rate each of the following aspects of quality of life in Davidson. (% excellent or good)



Please rate the job you feel the Davidson community does at each of the following. (% excellent or good)

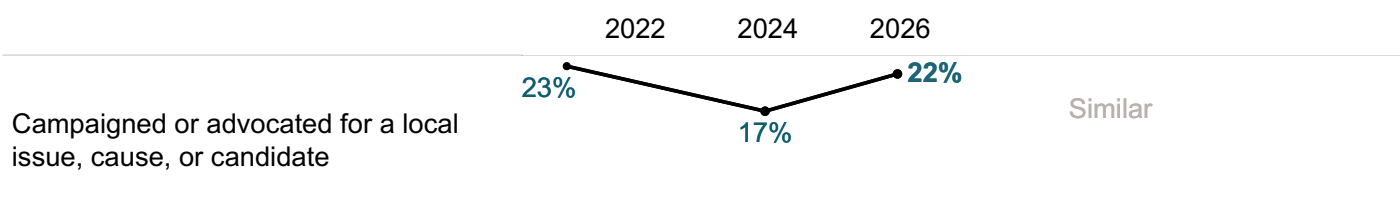




**Please also rate each of the following in the Davidson community.
(% excellent or good)**



**Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)**



























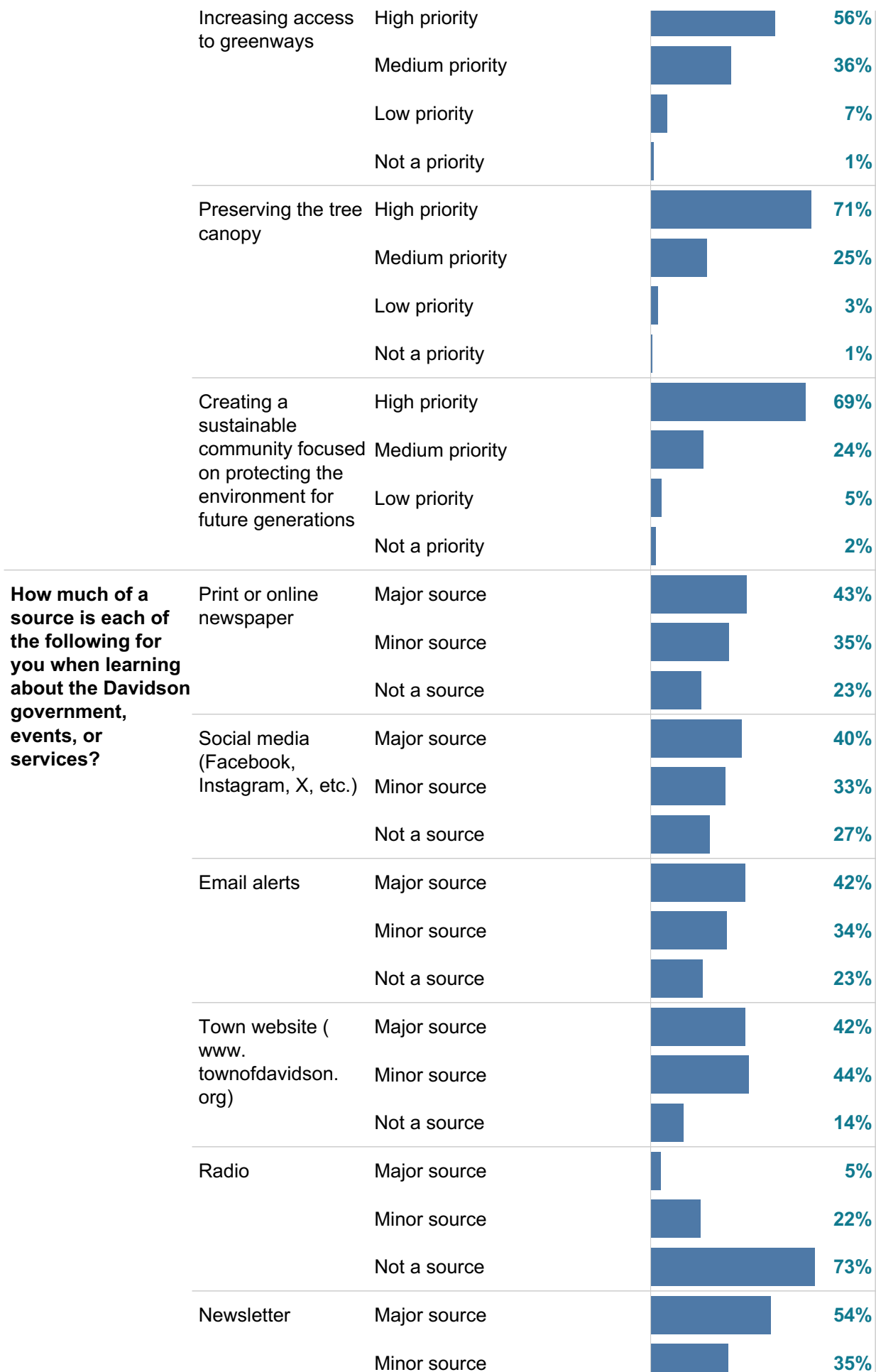
30. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

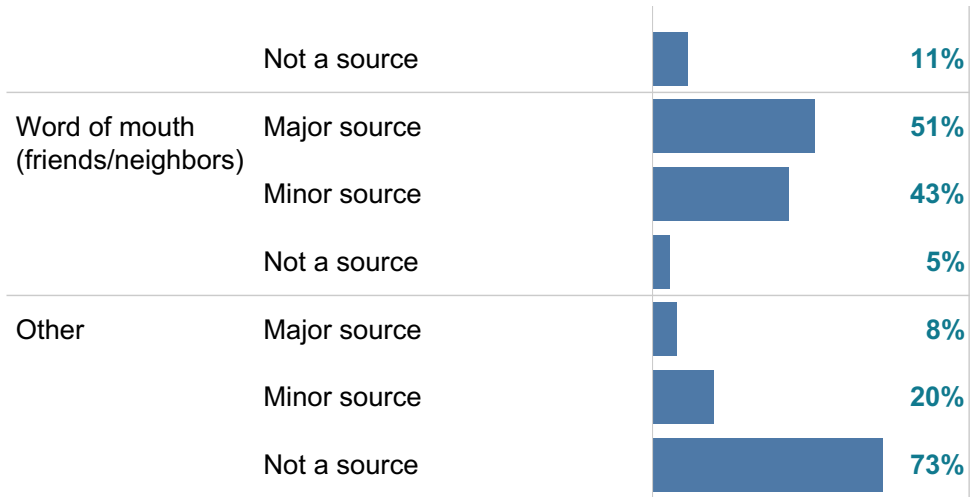
31. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Custom Questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded.

			Include "don't know" No	
Please rate how much of a priority, if any, each of the following items is for maintaining or improving quality of life in Davidson over the next five years:	Preserving the historic character of Davidson	High priority		61%
		Medium priority		33%
		Low priority		5%
		Not a priority		1%
	Access to affordable housing	High priority		47%
		Medium priority		33%
		Low priority		13%
		Not a priority		8%
	Dining, drinking, and shopping options	High priority		44%
		Medium priority		46%
		Low priority		8%
		Not a priority		1%
	Walkability (e.g., being able to walk safely to the places you or others need to go)	High priority		76%
		Medium priority		20%
		Low priority		3%
		Not a priority		0%
Protecting open space in the rural area	High priority		61%	
	Medium priority		31%	
	Low priority		7%	
	Not a priority		1%	
Increasing access to parks and nature preserves	High priority		53%	
	Medium priority		40%	
	Low priority		6%	
	Not a priority		1%	





The Town of Davidson 2026 Community Survey

Please complete this survey if you are an adult (age 18 or older). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Davidson.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Davidson as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Davidson as a place to raise children	1	2	3	4	5
Davidson as a place to work.....	1	2	3	4	5
Davidson as a place to visit.....	1	2	3	4	5
Davidson as a place to retire	1	2	3	4	5
The overall quality of life in Davidson	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Davidson as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Davidson.....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Davidson.....	1	2	3	4	5
Overall design or layout of Davidson's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Davidson..... (water, sewer, storm water, electric/gas, broadband)	1	2	3	4	5
Overall feeling of safety in Davidson	1	2	3	4	5
Overall quality of natural environment in Davidson.....	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Davidson	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Davidson to someone who asks.....	1	2	3	4	5
Remain in Davidson for the next five years.....	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Davidson's downtown/commercial area during the day.....	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Davidson community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Davidson community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Davidson.....	1	2	3	4	5
Variety of business and service establishments in Davidson	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Davidson	1	2	3	4	5
Overall image or reputation of Davidson	1	2	3	4	5

7. Please also rate each of the following in the Davidson community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in Davidson.....	1	2	3	4	5
Ease of travel by public transportation in Davidson.....	1	2	3	4	5
Ease of travel by bicycle in Davidson.....	1	2	3	4	5
Ease of walking in Davidson.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods.....	1	2	3	4	5
Preservation of the historical or cultural character of the community.....	1	2	3	4	5
Public places where people want to spend time.....	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Davidson.....	1	2	3	4	5
Overall appearance of Davidson.....	1	2	3	4	5
Cleanliness of Davidson.....	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.).....	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food.....	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services.....	1	2	3	4	5
Availability of affordable quality mental health care.....	1	2	3	4	5
Opportunities to attend cultural/arts/music activities.....	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities.....	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Davidson.....	1	2	3	4	5
Opportunities to participate in social events and activities.....	1	2	3	4	5
Opportunities to attend special events and festivals.....	1	2	3	4	5
Opportunities to volunteer.....	1	2	3	4	5
Opportunities to participate in community matters.....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the Town of Davidson (in-person, phone, email, or web) for help or information.....	1	2
Contacted Davidson elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like Town Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.).....	1	2
Watched (online or on television) a local public meeting.....	1	2
Volunteered your time to some group/activity in Davidson.....	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election.....	1	2
Used bus, rail, subway, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone.....	1	2
Walked or biked instead of driving.....	1	2

The Town of Davidson 2026 Community Survey

9. Please rate the quality of each of the following services in Davidson.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement.....	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair.....	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.).....	1	2	3	4	5
Affordable high-speed internet access.....	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.).....	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing.....	1	2	3	4	5
Police/Sheriff services.....	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services.....	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts).....	1	2	3	4	5
Davidson open space.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
Town parks.....	1	2	3	4	5
Recreation programs or classes.....	1	2	3	4	5
Recreation centers or facilities.....	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services.....	1	2	3	4	5
Overall customer service by Davidson employees (police, receptionists, planners, etc.).....	1	2	3	4	5

10. Please rate the following categories of Davidson government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Davidson.....	1	2	3	4	5
The overall direction that Davidson is taking.....	1	2	3	4	5
The job Davidson government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in Davidson government.....	1	2	3	4	5
Generally acting in the best interest of the community.....	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community.....	1	2	3	4	5
Treating all residents fairly.....	1	2	3	4	5
Treating residents with respect.....	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The Town of Davidson.....	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Davidson community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Davidson.....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Davidson.....	1	2	3	4
Overall design or layout of Davidson’s residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Davidson (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Davidson	1	2	3	4
Overall quality of natural environment in Davidson	1	2	3	4
Overall quality of parks and recreation opportunities.....	1	2	3	4
Overall health and wellness opportunities in Davidson	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents’ connection and engagement with their community	1	2	3	4

13. Please rate how much of a priority, if any, each of the following items is for maintaining or improving quality of life in Davidson over the next five years:

	<u>High priority</u>	<u>Medium priority</u>	<u>Low priority</u>	<u>Not a priority</u>
Preserving the historic character of Davidson.....	1	2	3	4
Access to affordable housing	1	2	3	4
Dining, drinking, and shopping options.....	1	2	3	4
Walkability (e.g., being able to walk safely to the places you or others need to go.....)	1	2	3	4
Protecting open space in the rural area	1	2	3	4
Increasing access to parks and nature preserves.....	1	2	3	4
Increasing access to greenways	1	2	3	4
Preserving the tree canopy.....	1	2	3	4
Creating a sustainable community focused on protecting the environment for future generations.....	1	2	3	4

14. How much of a source is each of the following for you when learning about the Davidson government, events, or services?

	<u>Major source</u>	<u>Minor source</u>	<u>Not a source</u>
Print or online newspaper.....	1	2	3
Social media (Facebook, Instagram, X, etc.)	1	2	3
Email alerts.....	1	2	3
Town website (www.townofdavidson.org).....	1	2	3
Radio.....	1	2	3
Newsletter.....	1	2	3
Word of mouth (friends/neighbors)	1	2	3
Other (please specify):	1	2	3

15. How else would you like to receive information from the Town of Davidson?

The Town of Davidson 2026 Community Survey

Our last questions are about you and your household.
 Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer.....	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, X (formerly Twitter), Nextdoor, etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online.....	1	2	3	4	5	6

D2. Please rate your overall health.

- Excellent
 Very good
 Good
 Fair
 Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

- Very positive
 Somewhat positive
 Neutral
 Somewhat negative
 Very negative

D4. How many years have you lived in Davidson?

- Less than 2 years
 2-5 years
 6-10 years
 11-20 years
 More than 20 years

D5. Which best describes the building you live in?

- Single-family detached home
 Townhouse or duplex (may share walls but no units above or below you)
 Condominium or apartment (have units above or below you)
 Mobile home
 Other

D6. Do you rent or own your home?

- Rent
 Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

- Less than \$300 \$2,500 to \$3,999
 \$300 to \$599 \$4,000 to \$6,999
 \$600 to \$999 \$7,000 to \$9,999
 \$1,000 to \$1,499 \$10,000 or more
 \$1,500 to \$2,499

D8. Do any children 17 or under live in your household?

- No Yes

D9. Are you or any other members of your household aged 65 or older?

- No Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

- Less than \$25,000 \$100,000 to \$149,999
 \$25,000 to \$49,999 \$150,000 to \$199,999
 \$50,000 to \$74,999 \$200,000 to \$299,999
 \$75,000 to \$99,999 \$300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

- No Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

- American Indian or Alaskan Native
 Asian
 Black or African American
 Native Hawaiian or Other Pacific Islander
 White
 A race not listed

D13. In which category is your age?

- 18-24 years 55-64 years
 25-34 years 65-74 years
 35-44 years 75 years or older
 45-54 years

D14. What is your gender?

- Woman
 Man
 Identify in another way → go to D14a

D14a. If you identify in another way, how would you describe your gender?

- Agender/I don't identify with any gender
 Genderqueer/gender fluid
 Non-binary
 Transgender man
 Transgender woman
 Two-spirit
 Identify in another way

Thank you! Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 14050, Houston, TX 77221-9904