



**Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, January 28, 2025 at 6:00 PM**

I. CALL TO ORDER

II. ANNOUNCEMENTS

- a. 2025 American Council of Engineering Companies Excellence "Grand Award" in the Category of Transportation to the Town of Davidson and Kimley-Horn for the Griffith Street Roundabouts Pedestrian Hybrid Beacons (HAWK Signals).**

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. PUBLIC HEARING

a. Design Review Board Ordinance Text Amendments

Presenter: Lindsay Laird, Senior Planner

Summary: Over the past few months, staff researched best practices for Design Review Board (DRB) and Historic Preservation Commission (HPC) procedures in communities across the state. Based on that research and legal guidance, we have determined that the DRB should no longer be quasi-judicial. This requires updates to the Davidson Planning Ordinance and bylaws. Making these changes to DRB processes helps to differentiate the two overlapping boards and prepare both for the training/reset planned for 2025.

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

b. Proposed Voluntary Contiguous Annexation of 19227 Shearer Road

Presenter: Jamie Justice, Town Manager

Summary: The public will take notice that the Town of Davidson has called a public hearing at 6:00 p.m. on Tuesday, January 28, 2025 on the question of annexing the following described territories, requested by petition filed pursuant to

North Carolina General Statutes 160A-31, as amended:

Property of Davidson's Edge, LLC, 19227 Shearer Road (Parcel 00724112)
Davidson, NC 28036 containing 1.017 acres.

The public hearing is required by general statute when the governing board is considering an annexation into the town limits. The public hearing was advertised in the Charlotte Observer on January 16, 2025.

Action/Proposed Motion: This item is a public hearing and for discussion only.

c. Proposed Voluntary Contiguous Annexation of a Portion of Catawba Avenue/State Road 2197

Presenter: Jamie Justice, Town Manager

Summary: The public will take notice that the Town of Davidson has called a public hearing at 6:00 p.m. on Tuesday, January 28, 2025 on the question of annexing the following described territories, requested by petition filed pursuant to North Carolina General Statutes 160A-31, as amended:

The Town of Davidson Board of Commissioners would like to assume control of the Portion of Catawba Avenue/State Road 2197 – +2.126 Acres/+92,623 Square Feet, from the NCDOT Secondary Road System.

The public hearing is required by general statute when the governing board is considering an annexation into the town limits. The public hearing was advertised in the Charlotte Observer on January 16, 2025.

Action/Proposed Motion: This item is a public hearing and for discussion only.

VI. 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 December Meeting Minutes

Summary: Draft Meeting Minutes from the December 10, 2024 meeting.

b. Consider Approval of the Amended Affordable Housing and Equity Board Bylaws

Summary: What does this Town Board action entail?

The Town Board, in consultation with staff liaisons, has determined that 12 members shall be appointed to each advisory board the Town appoints. The existing Affordable Housing & Equity Board bylaws state 13 members shall be appointed to the Affordable Housing & Equity Board. As such, this amendment to the bylaws changes the appointment number from 13 to 12 members and eliminates one vacancy in doing so.

The present structure of the Affordable Housing & Equity Board was approved by the Town Board of Commissioners in November of 2020. The current bylaws state ex-officios may be added or removed by a vote of the current appointed Affordable Housing & Equity Board. As no other advisory board has ex-officios, and their role is unclear, these amended bylaws remove ex-officios, which is the sole authority of the Town Board.

How do we leverage the expertise of ex-officios if not in the advisory board space?

Davidson (and the region) are embedded with a breadth of expertise and experience in the affordable housing space. There is no current mechanism to capture this expertise (other than the AHEB). As such, staff is recommending the establishment of the North Mecklenburg Housing Innovation Lab (HIL). A "housing innovation lab" is a group focused specifically on housing issues, analyzing data, developing policy proposals, ideating and innovating, and providing expert insights to policymakers and stakeholders aimed at improving housing affordability, access, and quality across different communities; essentially, it's a group dedicated to generating ideas and solutions to address housing challenges through research, analysis, ideation, and action.

The HIL would bring together experts from academia, non-profits, the development community, and other entities with the capability to research and propose innovative housing solutions. The ex-officios from the former AHEB structure would be included in this group.

c. Consider Approval of Resolution 2025-03 Authorizing the Conveyance of 412 Catawba Avenue to an Income-Qualified Buyer

Summary: The Town approved a change to the affordable housing plan for Parkside Commons to allow the town to purchase the 8 units and sell them to qualified buyers. 412 Catawba is the third of the eight units to be sold.

d. Consider Approval of BA 2025-18 - Davidson Community Foundation Grant for Affordable Housing

Summary: The Town received a grant from the Davidson Community Foundation to fund \$50,000 per unit for 8 units at the Parkside Commons development project. This funding allows the Town to offer these units under the Affordable Housing program. BA 2025-18 recognizes \$200,000 of this donation to be used to purchase 4 units which will be completed in FY25 (before June 30, 2025). This will bring the total units to 6. The remaining 2 units are scheduled for completion in FY26.

e. Consider Approval of a Cybersecurity Grant

Summary: The Town has been awarded a Cybersecurity grant for \$94,444. The grant will fund cybersecurity activities to improve the security of Town electronic assets. The Board is asked to consider approval of the agreement and authorize the Town Manager and Finance Director to execute the contract and implement the programs as indicated in the grant agreement.

VII. BUSINESS ITEMS

a. Consider Approval of the Community Navigator Demonstration Program

Presenter: Alexander Cahill, Affordable Housing & Equity Director

Summary: The item was discussed at the January 14, 2025, Town Board meeting. Since that meeting, the following changes have been made based on community and Town Board feedback:

- Additional reporting metrics and measures have been added to Exhibit 2 in the Service Contract with Legacy on the Westside.
- Additional reporting metrics were added to the last slide of the presentation.

The Community Navigator Demonstration Program coordinates efforts of outreach, resource coordination, problem solving, intervention, advocacy, community building, and increasing the visibility of Town, County, State, Federal, and Non-profit services within the broader community.

In this role, the non-profit administering the program will be at the forefront of direct support and intervention, working to empower community members on their journey towards safety, stability, and independence. By conducting comprehensive assessments, listening to community members, building relationships, and identifying issues preemptively, the program navigator(s) will identify the unique strengths and needs of each household and make appropriate referrals to address social, environmental, medical, housing, and health challenges. This role seeks to address Social Determinants and Drivers of Health through community advocacy and resource alignment.

What are the social determinants/drivers of health (SDOH)?

SDOH are the conditions in the environment where people are born, live, work, play, worship, and age that affect a wide range of social, physical, and mental health, functioning, and quality of life outcomes and risks. The categories of SDOH this role can touch, but are not limited, is:

Economic Stability

Education Access and Quality

Healthcare Access and Quality

Neighborhood and Built Environment

Social and Community Context

Food Security and Access

What is the evolution of this?

In the budget process, the Town Board approved \$20,000 for a potential program or position, with the request that any proposal come back before the Board. The \$20,000 was previously encumbered by the Town Board for this program through the budget process. Town staff have met with stakeholders to iterate, scope out, and edit the final program requirements. This includes the implementation of a

compliance process to monitor the effectiveness of this demonstration program through qualitative data and impacts.

Who are the partners in this work?

Legacy on the Westside will demonstrate the Community Navigator Program. They will utilize their expertise, lived experience, relationships, and informal networks to aide community members and households in navigating resources and removing barriers to programmatic participation.

Trane has agreed to match the Town's contribution of \$20,000 with a match of \$20,000. Trane's contribution will be paid directly to Legacy on the Westside. This brings the initial funding for this demonstration program to \$40,000 to help support infrastructure development, resource allocation, and non-profit staff time.

What role will Town staff play?

Town staff will administer a contract for services with a non-profit organization to provide this service starting as a demonstration program. Town staff will meet monthly to provide direct support to the navigators, help build formal relationships, expand knowledge of existing and upcoming resources, and work through pinchpoints created from local government and institutional barriers. Town staff will leverage existing relationships and bring into contact with the navigator program.

How does this align with the Town's goals?

This program aligns with Town goals around equity, engagement, sustainability, and operational excellence.

Action/Proposed Motion: Motion to approve the Community Navigator Demonstration program.

b. MEDIC Response Configuration Update

Presenter: Ryan Monteith, Fire Chief

Summary: MEDIC (Mecklenburg EMS Agency) developed a new response configuration in early 2023. The Response Configuration was developed with the intent of preserving EMS resources for higher acuity EMS calls. The fire department has been collecting internal data to determine if the Response Configuration is having a negative effect on Davidson Fire Department resources. The fire chief will provide the Board of Commissioners an update on the Response Configuration, fire department specific data, and updates provided by MEDIC leadership in October 2024.

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

c. Consider Adoption of Ordinance 2025-01 Extend the Corporate Limits of the Town of Davidson to Include 19227 Shearer Road

Presenter: Jamie Justice, Town Manager

Summary: The board of commissioners has been petitioned to extend the corporate limits of the Town of Davidson to include 19227 Shearer Road, Parcel 00724112,

located in Davidson, NC 28036 containing 1.017 acres.

If approved, the described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Davidson and shall be entitled to the same privileges and benefits as other parts of the Town of Davidson.

Action/Proposed Motion: Motion to adopt Ordinance 2025-01 Extend the Corporate Limits of the Town of Davidson to Include 19227 Shearer Road.

d. Consider Adoption of Ordinance 2025-02 Extend the Corporate Limits of the Town of Davidson to Include a Portion of Catawba Avenue/State Road 2197

Presenter: Jamie Justice, Town Manager

Summary: Because this portion of Catawba Avenue/State Road 2197 is currently located in the Extra-Territorial Jurisdiction (ETJ), the Town of Davidson Board of Commissioners would like to assume control of the +2.126 Acres/+92,623 Square Feet, from the NCDOT Secondary Road System.

Action/Proposed Motion: Motion to adopt Ordinance 2025-02 Extend the Corporate Limits of the Town of Davidson to Include a Portion of Catawba Avenue/State Road 2197

VIII. SUMMARIZE MEETING ACTION ITEMS

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

IX. ADJOURN



SCHEDULE OF PROPOSED CHANGES

Date: January 28, 2025

To: Board of Commissioners

From: Lindsay Laird, Senior Planner

Re: Davidson Planning Ordinance – DRB Schedule of Proposed Changes

TEXT AMENDMENTS

The following is a list of proposed text changes to the Town of Davidson Planning Ordinance (DPO). The listed changes are being undertaken based on best practices for Design Review Boards (DRB) and Historic Preservation Commissions (HPC). Based on research to date, the DRB should no longer be quasi-judicial. Making these changes will help to differentiate the two overlapping boards. Proposals are organized by page number.

The Davidson Planning Ordinance is available at www.townofdavidson.org/planningordinance

PROPOSED TEXT CHANGES				
PAGE	SECTION	TITLE	ISSUE	PROPOSED ACTION
SECTION 2 – PLANNING AREAS				
2-5	2.1.4	BUILDING TYPES	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: DR = Permitted with approval of the Design Review Board New Text: DR = Design Review Board recommendation required	
2-85	2.3.5.B	LOCAL HISTORIC DISTRICT OVERLAY	Historic district design standards take precedence over DPO Section 4	Modify text to make clear that historic district design standards take precedence in the local historic district
TEXT CHANGES			Old Text: Standards: Buildings in the local historic district must meet the requirements in Section 4 and the Davidson Historic District Design Standards. If there are conflicts, the stricter regulation takes precedence.	

			New Text: Standards: Buildings in the local historic district must meet the requirements in the Davidson Planning Ordinance and the Davidson Historic District Design Standards. If there are conflicts, the Historic District Design Standards take precedence.	
SECTION 3 – USES WITH ADDITIONAL REQUIREMENTS				
3-4	3.2.9	COLUMBARIUM	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: b. The size of the columbarium site, including benches and walking paths around the columbarium, shall not exceed a total of 2,500 square feet. A columbarium site over 500 square feet shall require Design Review Board approval. New Text: b. The size of the columbarium site, including benches and walking paths around the columbarium, shall not exceed a total of 2,500 square feet. A columbarium site over 500 square feet shall require Design Review Board review and recommendation.	
SECTION 4 – SITE & BUILDING DESIGN STANDARDS				
4-2	4.2	APPLICABILITY & ADMINISTRATION	The DRB is not quasi-judicial and is not a decision-making board.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: The standards in this section shall: - Serve as criteria for the review of the application and decision to approve, deny, or approve with conditions. - Serve as criteria to evaluate the application and prepare an analysis of the application for the appropriate decision-making board. - Serve as the basis for the decision-making bodies’ deliberations. See section 14 for design review procedures. - "Shall" and "Must", when used, denote a design requirement. "Should" and "May" denote a design guideline.	

			- Shall not be applied in any manner prohibited by NC G.S. 160D. New Text: The standards in this section shall: - Serve as criteria for the review of the application and decision to approve, deny, or approve with conditions. - Serve as criteria to evaluate the application and prepare an analysis of the application for the appropriate advisory board. - Serve as the basis for advisory board review and recommendation. See section 14 for design review procedures. - "Shall" and "Must", when used, denote a design requirement. "Should" and "May" denote a design guideline. - Shall not be applied in any manner prohibited by NC G.S. 160D.	
4-11	4.5.1	INSTITUTIONAL BUILDING TYPE	The DRB is not quasi-judicial and should not be issuing "approvals" of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: Institutional buildings are typically used for public or semi-public purposes. These buildings must be designed appropriately to fit within neighborhoods as integral parts of the community. Institutional buildings serve as places of assembly. They have a sense of prominence within their respective neighborhoods. Their uses may include churches, libraries, post offices, and schools. All institutional buildings are subject to the Individual Building process and Design Review Board approval. New Text: Institutional buildings are typically used for public or semi-public purposes. These buildings must be designed appropriately to fit within neighborhoods as integral parts of the community. Institutional buildings serve as places of assembly. They have a sense of prominence within their respective neighborhoods. Their uses may include churches, libraries, post offices, and schools. All institutional buildings are subject	

			to the Individual Building process and require Design Review Board recommendation.	
4-12	4.5.2	DETACHED AND ATTACHED HOUSES BUILDING TYPE	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: Duplexes and all attached houses are subject to the Individual Building Process and Design Review Board approval. New Text: Attached houses are subject to the Individual Building Process and require Design Review Board recommendation.	
4-13	4.5.2.G.1	DETACHED AND ATTACHED HOUSES BUILDING TYPE	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: The entire building must be built to commercial code, which requires Individual Building submittal and Design Review Board approval. New Text: The entire building must be built to commercial code, which requires Individual Building submittal and Design Review Board recommendation.	
4-13	4.5.3	TOWNHOUSE AND LIVE WORK BUILDING TYPES	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: All townhouse and live/work buildings are subject to the Individual Building process and Design Review Board approval.* New Text: All live/work buildings are subject to the Individual Building process and require Design Review Board recommendation.*	

4-14	4.5.4	MIXED VILLAGE BUILDING TYPE	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: All Mixed Village buildings are subject to the Master Plan or Individual Building processes as well as and Design Review Board approval. New Text: All Mixed Village buildings are subject to the Master Plan or Individual Building processes and require Design Review Board recommendation.	
4-15	4.5.5	MULTI-FAMILY BUILDING TYPE	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: All multi-family buildings are subject to the Individual Building process and Design Review Board approval. New Text: All multi-family buildings are subject to the Individual Building process and require Design Review Board recommendation.	
4-15	4.5.6	STOREFRONT BUILDING TYPE	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: All storefront buildings are subject to the Individual Building process and Design Review Board approval. New Text: All storefront buildings are subject to the Individual Building process and require Design Review Board recommendation.	
4-16	4.5.7	WORKPLACE BUILDING TYPE	The DRB is not quasi-judicial and should not be issuing	Modify the text to reference DRB

			“approvals” of projects.	recommendation and not approval.
TEXT CHANGES			Old Text: All workplace buildings are subject to the Individual Building process and Design Review Board approval. New Text: All workplace buildings are subject to the Individual Building process and require Design Review Board recommendation.	
SECTION 11 – SIGNS				
11-3	11.3.1.1	SINGLE TENANT BUILDINGS	The DRB is not quasi-judicial and is not a decision-making board.	Modify the text to remove DRB approval of signage.
TEXT CHANGES			Old Text: E. Only one of the total numbers of allowed signs may contain neon. The neon sign area shall not exceed 10 square feet and shall be approved by the Design Review Board. New Text: E. Only one of the total numbers of allowed signs may contain neon. The neon sign area shall not exceed 10 square feet and shall be reviewed by the Design Review Board.	
11-3	11.3.1.2	MULTI-TENANT BUILDINGS	The DRB is not quasi-judicial and is not a decision-making board.	Modify the text to remove DRB approval of signage.
TEXT CHANGES			Old Text: D. The following additional regulations apply: 1. One building directory sign per multi-tenant entrance is allowed. 2. One service entrance sign is allowed. 3. One parking directional sign per rear parking lot is allowed. 4. Only one of the total numbers of allowed signs may contain neon. The neon sign area shall not exceed 10 square feet and shall be approved by the Design Review Board. New Text: D. The following additional regulations apply: 1. One building directory sign per multi-tenant entrance is allowed. 2. One service entrance sign is allowed. 3. One parking directional sign per rear parking lot is	

			allowed. 4. Only one of the total numbers of allowed signs may contain neon. The neon sign area shall not exceed 10 square feet and shall be reviewed by the Design Review Board.	
11-6	11.4.1.2.2	WALL SIGN	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to remove DRB approval of signage.
TEXT CHANGES			Old Text: Maximum sign area per facade is five percent of the ground floor facade area on which the sign is located OR 24 square feet, whichever is greater. The Design Review Board must approve all signs greater than 24 square feet. New Text: Maximum sign area per facade is five percent of the ground floor facade area on which the sign is located OR 24 square feet, whichever is greater. The Design Review Board must review all signs greater than 24 square feet.	
11-9	11.4.1.5.2	CANOPY SIGN	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to remove DRB approval of signage.
TEXT CHANGES			Old Text: Maximum sign area is five percent of the ground floor facade area on which the sign is located OR 24 square feet, whichever is greater. The Design Review Board must approve all signs greater than 24 square feet. New Text: Maximum sign area is five percent of the ground floor facade area on which the sign is located OR 24 square feet, whichever is greater. The Design Review Board must review all signs greater than 24 square feet.	
SECTION 13 – BOARDS AND COMMISSIONS				
13-3	13.3.1	AUTHORITY AND RESPONSIBILITY	The DRB is not quasi-judicial and is not a decision-making board.	Modify the text to reference DRB recommendation and not approval.

TEXT CHANGES			Old Text: A. Design Review Board 1. Review and approve the building schematic design of all individual buildings in approved plans. 2. Propose changes to the design standards in the Planning Ordinance. 3. Undertake programs of research, information, education, or analysis relating to any matter under its purview. 4. Provide such recommendations or approvals as required by the Planning Ordinance or as requested by the Board of Commissioners. New Text: A. Design Review Board 1. Review and approve the building schematic design of all individual buildings in approved plans. 2. Propose changes to the design standards in the Planning Ordinance. 3. Undertake programs of research, information, education, or analysis relating to any matter under its purview. 4. Provide such recommendations or approvals as required by the Planning Ordinance or as requested by the Board of Commissioners.	
SECTION 14 – ADMINISTRATION & PROCEDURES				
14-28	14.12	INDIVIDUAL BUILDING	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: 14.12.9 Design Review Board Approval: The applicant must submit an application to the Design Review Board in accordance with Section 14.13. The project must receive Design Review Board approval in order to proceed to review of the building construction documents. New Text: 14.12.9 Design Review Board Approval Review & Recommendation: The applicant must submit an application to the Design Review Board in accordance with Section 14.13. The Design Review Board shall review and provide a recommendation	

			on the project prior to administrative approval of any construction documents or building permits.	
14-29	14.12	INDIVIDUAL BUILDING	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: Individual Building Review Process Step 1: Pre-Concept/Site Meeting Step 2: Pre-Submittal Meeting Step 3: Application Step 4: Transportation Impact Analysis (if required) Step 5: Design Review Board Preliminary Review Step 6: Building Schematic Design Review Step 7: Technical Review Step 8: Design Review Board Approval Step 9: Utility Service and Annexation Criteria (USAC decision) Step 10: Site and Landscape Construction Documents Approval Step 11: Building Construction Documents Approval New Text: Individual Building Review Process Step 1: Pre-Concept/Site Meeting Step 2: Pre-Submittal Meeting Step 3: Application Step 4: Transportation Impact Analysis (if required) Step 5: Design Review Board Preliminary Review Step 6: Building Schematic Design Review Step 7: Technical Review	

			Step 8: Design Review Board Review & Recommendation Step 9: Utility Service and Annexation Criteria (USAC decision) Step 10: Site and Landscape Construction Documents Approval Step 11: Building Construction Documents Approval	
14-30	14.13	DESIGN REVIEW	The DRB is not quasi-judicial and should not be issuing “approvals” of projects.	Modify the text to reference DRB recommendation and not approval.
TEXT CHANGES			Old Text: 14.13.4 Design Review Board Decision: The applicant submits the following required materials prior to the Design Review Board meeting. A. The site schematic design, as per Section 14.16.9. B. The building schematic design, as per Section 14.16.5. C. The landscape schematic design, as per Section 14.16.7. D. The building perspective. This includes perspective views from the street, from the side, and in context with other buildings nearby. E. One electronic copy of the above submittal materials (jpg or pdf extensions only). F. Building Materials/Colors: for roofing, siding, doors and windows, etc. The Design Review Board is a quasi-judicial advisory board and shall follow the quasi-judicial procedures as described in Section 14.22 and G.S. 160D. At the Design Review Board meeting, the Board will consider the submittal materials, the staff analysis, and comments from the applicant and public. The Design Review Board shall approve, deny, or defer the decision on the proposed building design as submitted.	

	New Text: 14.13.4 Design Review Board Review & Recommendation: The applicant submits the following required materials (as applicable) prior to the Design Review Board meeting. A. The site schematic design, as per Section 14.16.9. B. The building schematic design, as per Section 14.16.5. C. The landscape schematic design, as per Section 14.16.7. D. The building perspective. This includes perspective views from the street, from the side, and in context with other buildings nearby. E. One electronic copy of the above submittal materials (jpg or pdf extensions only). F. Building Materials/Colors: for roofing, siding, doors and windows, etc. The Design Review Board is a quasi-judicial advisory board and shall follow the quasi-judicial procedures as described in Section 14.22 and G.S. 160D. At the Design Review Board meeting, the Board will consider the submittal materials, the staff analysis, and comments from the applicant and public. The Design Review Board shall recommend approval, approval with conditions, denial, or defer their recommendation on the proposed building design as submitted. Final approval of individual building design is administrative.			
SECTION 22 – HISTORIC PRESERVATION ORDINANCE				
22-11	22.7.6	APPLICATIONS & REQUIRED PROCEDURES	HPC Rules & Procedures requires COA applications to be submitted at least three weeks prior to the next regularly scheduled meeting.	Modify the text to align with HPC Rules of Procedure.
TEXT CHANGES			Old Text: A. An application for a Certificate shall be obtained from Commission staff. Applications shall be completed in form and in content and filed with the staff at least ten	

	(10) business days prior to the next regularly scheduled Commission meeting. Late applications shall be deferred until the following regularly scheduled meeting. New Text: A. An application for a Certificate shall be obtained from Commission staff. Applications shall be completed in form and in content and filed with the staff at least three weeks prior to the next regularly scheduled Commission meeting. Late applications shall be deferred until the following regularly scheduled meeting.
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Proposed Design Review Board Text Amendments – Public Hearing

Lindsay Laird
Senior Planner
January 28, 2025

www.townofdavidson.org

Quasi-Judicial Procedures

- Boards shall follow quasi-judicial procedures in determining appeals of administrative decisions, special use permits, certificates of appropriateness, variances, or any other quasi-judicial decision (NCGS 160D-406)
- Formal hearing similar to a court - process includes:
 - Sworn witnesses
 - Presentation of evidence
 - Deliberation
 - Voting
- Board discretion is limited – must be based on evidence in the record and the standards as required in the ordinance/historic district design standards
- Opinion should not come into play

Jointly Appointed DRB & HPC

Davidson Planning Ordinance (DPO) 13.3 *Design Review Board/Historic Preservation Commission*

A. Design Review Board (NCGS 160D-304 Appearance Commission):

- Reviews and approves the building schematic design of all individual buildings in approved plans (not in the local historic district)
- Not quasi-judicial per state statute – should be advisory only

B. Historic Preservation Commission (NCGS 160D-303):

- Review and act on proposals for Certificates of Appropriateness in local historic districts
- Explicitly quasi-judicial when reviewing COAs per state statute

DPO & Bylaw Revisions: Design Review Board

- Multiple DPO sections revised to remove references to quasi-judicial procedures & approvals for DRB (but not HPC)
 - Section 2 – Planning Areas
 - Section 3 – Uses with Additional Requirements
 - Section 4 – Site & Building Design Standards
 - Section 11 – Signs
 - Section 13 – Boards & Commissions
 - Section 14 – Administration & Procedures
 - Section 22 – Historic Preservation Ordinance
- Updated DRB & HPC bylaws clarify procedures
- Revisions make clear that DRB is advisory only; Final design approvals are administrative based on DPO building design standards
- Revisions also differentiate the two overlapping boards

NEXT STEPS

Process: DPO 14.23: Amendments to the Planning Ordinance

- **October 8, 2024:** Board of Commissioners FYI
- **December 2, 2024:** Planning Board FYI
- **January 15, 2025:** Design Review Board FYI
- **January 28, 2025:** Board of Commissioners Public Hearing
- **February 24, 2025:** Planning Board Recommendation
- **February 25, 2025:** Board of Commissioners Decision (Tentative)

PUBLIC HEARING



STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

DATE: November 1, 2024

PETITION FOR VOLUNTARY CONTIGUOUS ANNEXATION

TO THE HONORABLE MAYOR AND TOWN BOARD OF COMMISSIONERS OF
THE TOWN OF DAVIDSON, NORTH CAROLINA:

1. We, the undersigned owners of real property believe that the area described in paragraph 2 below meets the requirements of G.S 160A-31 and respectfully request that the area described in paragraph 2 below be annexed to the Town of Davidson.
2. The area to be annexed is contiguous to the Town of Davidson, and the boundaries of such territory are as follows:

(A legally acceptable description of the property must be inserted here, after it has been approved by the Town Attorney.)

WHEREFORE, your petitioner(s) respectfully requests that the aforementioned property be annexed by the Town of Davidson, North Carolina.

IN WITNESS WHEREOF, your petitioner(s) has caused this instrument to be executed on the 14th day of November, 20 ~~24~~.

PETITIONER(S)

(This petition must be signed by the owners of each parcel proposed for annexation; attach additional sheets, if necessary)

<u>Name</u>	<u>Address</u>
<u>Davidson's Edge, LLC, a NC</u>	<u>P.O. Box 520</u>
<u>limited liability company, by</u>	<u>Cornelius, NC 28031</u>
<u>Gordon Cashion, Member</u>	<u></u>

(NOTE: If the property is owned by a corporation or entity other than a private individual, a responsible corporate officer must sign as petitioner with an attestation by a second corporate officer and the corporate seal affixed. In addition, the execution of the **petition must be notarized.**)

Accuracy of Legal Description Approved:

Town Attorney

Attached hereto is a Corporate Resolution authorizing the submission of this Petition by all Members of Davidson's Edge, LLC.
APPROVED 08-28-2018

STATE OF NORTH CAROLINA

VERIFICATION

COUNTY OF MECKLENBURG

D. Gordon Cashion, being first duly sworn, deposes and says the following: that he is a Member of Davidson's Edge, LLC, a North Carolina limited liability Company; that he has the authorization to sign the attached Annexation Petition on behalf of the Company; that he has read the attached Petition for Voluntary Contiguous Annexation and the accompanying attachments and the same are true of his own knowledge, or are based on items found in the public records of Mecklenburg County, North Carolina, which he believes to be true.

D. Gordon Cashion (SEAL)
D. Gordon Cashion

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Laura Snider Baker, a Notary Public for Mecklenburg County, North Carolina, do hereby certify David Gordon Cashion, as Member of Davidson's Edge, LLC, personally appeared before me this 14th day of November, 20 24, and acknowledged the due execution of the foregoing instrument.

Laura Snider Baker
Notary Public: Laura Snider Baker
My Commission Expires: 9/21/28

(SEAL)

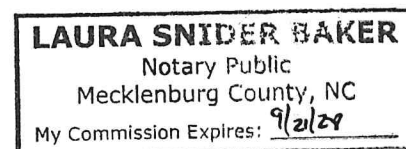


Exhibit "A"

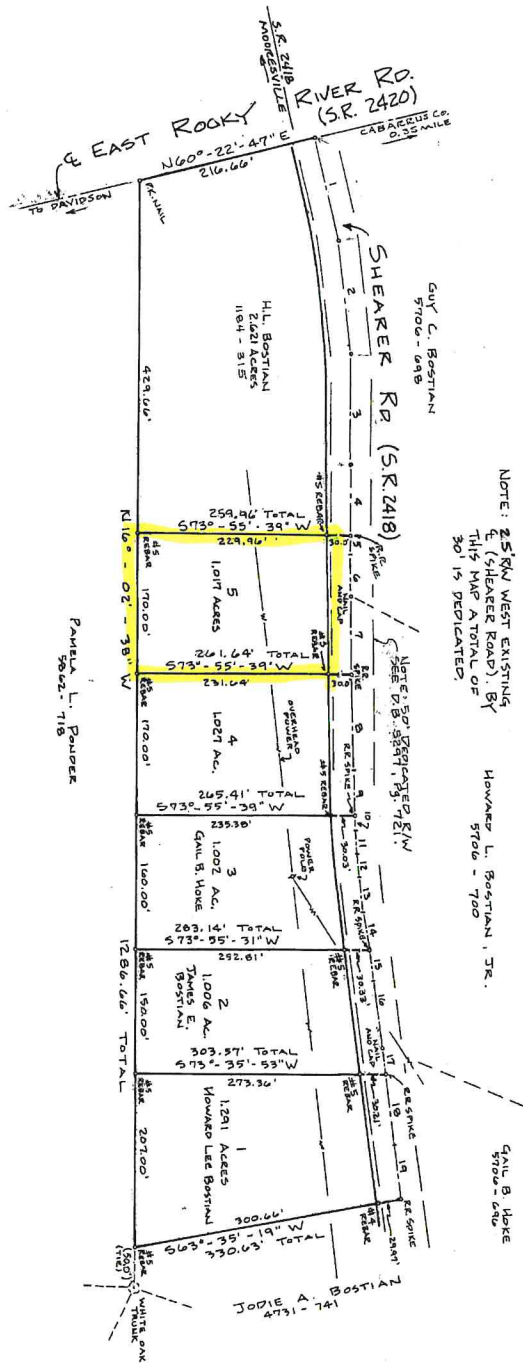
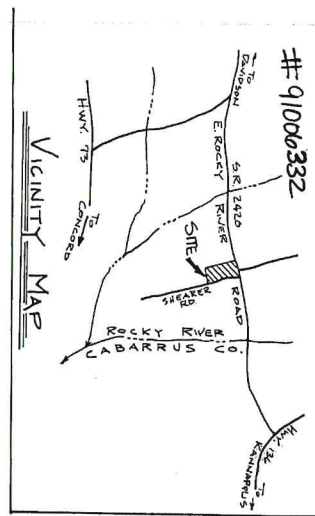
TRACT ONE: 19217 (Lot No. 4) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 599.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 261.64 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 16-56-15 East 115.87 feet to a point; (2) South 18-07-39 East 54.18 feet to a railroad spike; thence South 73-55-39 West 265.41 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 east 170.00 feet to the point and place of BEGINNING and containing 1.027 acres, more or less, and being a portion of Howard L. Bostian property as described in Deed Book 1184, at Page 315, Mecklenburg County Registry, and being shown as Lot No. 4 on that certain survey prepared by Rufus J. Love, registered Surveyor, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

TRACT TWO: 19227 (Lot No. 5) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 429.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 259.96 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 15-42-02 East 23.60 feet; (2) South 16-26-15 East 53.48 feet to a nail and cap; (3) South 16-56-15 East 92.93 feet to a railroad spike; Thence South 73-55-39 West 261.64 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 West 170.00 feet to the point and place of BEGINNING and containing 1.017 acres, more or less, and being a portion of the Howard L. Bostian property as described in Deed Book 1184, at page 315, Mecklenburg County Registry, and being shown as Lot No. 5 on that certain survey prepared by Rufus J. Love, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

Title to the property hereinabove described is subject to the following exceptions:
This conveyance is made subject to all restrictions, easements and right of way of record, including those for utilities and public roadways.



4 SHEARER ROAD
DISTANCE

1	5.50	30	12	E
2	5.22	40	12	E
3	5.16	48	33	E
4	5.15	42	02	E
5	5.13	42	02	E
6	5.16	26	12	E
7	5.16	56	15	E
8	5.16	56	15	E
9	5.18	07	39	E
10	5.18	41	40	E
11	5.20	00	43	E
12	5.21	40	45	E
13	5.23	35	37	E
14	5.23	34	00	E
15	5.23	33	34	E
16	5.23	54	39	E
17	5.23	04	04	E
18	5.26	42	13	E
19	5.26	42	13	E
20	5.26	42	13	E
21	5.26	42	13	E
22	5.26	42	13	E
23	5.26	42	13	E
24	5.26	42	13	E
25	5.26	42	13	E
26	5.26	42	13	E
27	5.26	42	13	E
28	5.26	42	13	E
29	5.26	42	13	E
30	5.26	42	13	E
31	5.26	42	13	E
32	5.26	42	13	E
33	5.26	42	13	E
34	5.26	42	13	E
35	5.26	42	13	E
36	5.26	42	13	E
37	5.26	42	13	E
38	5.26	42	13	E
39	5.26	42	13	E
40	5.26	42	13	E
41	5.26	42	13	E
42	5.26	42	13	E
43	5.26	42	13	E
44	5.26	42	13	E
45	5.26	42	13	E
46	5.26	42	13	E
47	5.26	42	13	E
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91	5.26	42	13	E
92	5.26	42	13	E
93	5.26	42	13	E
94	5.26	42	13	E
95	5.26	42	13	E
96	5.26	42	13	E
97	5.26	42	13	E
98	5.26	42	13	E
99	5.26	42	13	E
100	5.26	42	13	E

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF MECKLENBURG COUNTY AND I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT.

OWNERS	DATE
Howard J. Boschan	
Ruth S. Boschan	
JAN. 24th	1991

THIS _____ DAY OF _____, 19____

MY COMMISSION EXPIRES: June 28, 1994

II. RUFUS JACKSON LOVE, CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 11.0600 + ; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DB., AG., PG., SHOWN; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; THAT THE ANNUAL ERROR WAS $\leq .75$ SEC. PER TRAIL, WITHIN MY HAND AND OFFICIAL SEAL, THIS

24 DAY OF JANUARY 1991.
N.C.R.L.S. L-2844.
LICENSE NO. Burke O. Love
REGISTERED LAND SURVEYOR

State of North Carolina, County of Mecklenburg
The foregoing Certificate(s) of _____
Kate A. Annette
a Notary (166) Public (1s) (200) certified
to be correct. _____ 1991
This _____ day of JANUARY
_____ at _____
_____ Towers, _____
_____ of _____
Rev. Charlotte W. Hoot Deputy

BOUNDARY SURVEY FOR

HOWARD L. BOSTIAN
PART OF DEED BOOK 1184, PAGE 315

MECKLENBURG COUNTY, N. CAROLINA
JUNE 29, 1990

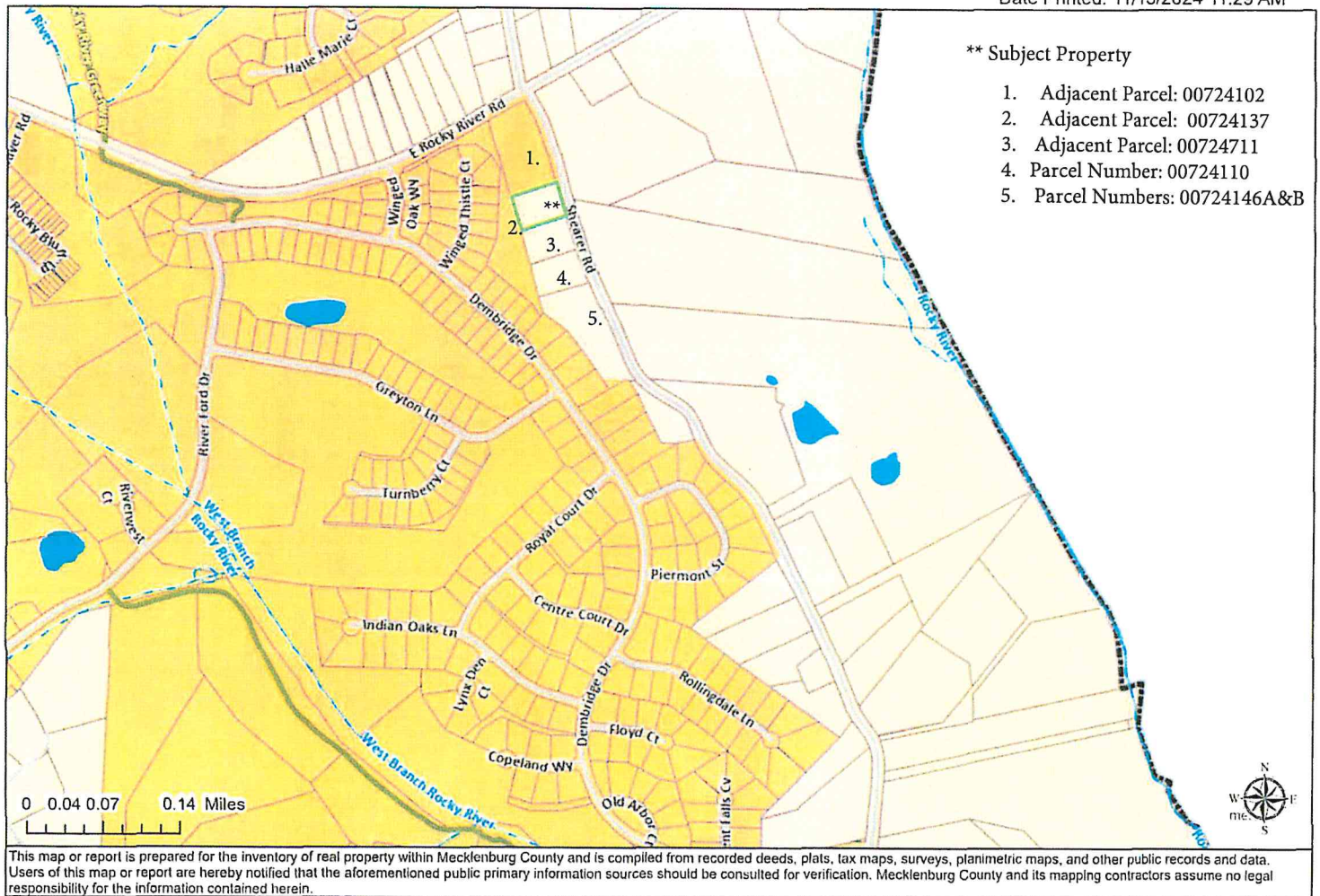
Pyramid Land Surveying
Box 11
Davenport, N.C. 28036
N.C.R.L.S L-2844

Scale: 1" = 100'

[illegible]

Polaris Map – Mecklenburg County, North Carolina

Date Printed: 11/13/2024 11:29 AM





CERTIFICATE OF SUFFICIENCY

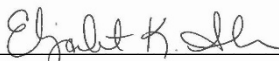
19227 Shearer Road (Parcel #00724112)

To the Board of Commissioners of the Town of Davidson, North Carolina:

I, Elizabeth K. Shores, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition from Davidson's Edge, LLC contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Davidson primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.
- d. The parcel subject to this Annexation Petition is already subject to the Town of Davidson's zoning jurisdiction. The owner claims all vested rights that attach to the site pursuant to all issued and valid permits.

In witness, whereof, I have hereunto set my hand and affixed the seal of the Town of Davidson, this 10th day of December, 2024.


Elizabeth K. Shores, Town Clerk

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

DATE: November 1, 2024

PETITION FOR VOLUNTARY CONTIGUOUS ANNEXATION

TO THE HONORABLE MAYOR AND TOWN BOARD OF COMMISSIONERS OF
THE TOWN OF DAVIDSON, NORTH CAROLINA:

1. We, the undersigned owners of real property believe that the area described in paragraph 2 below meets the requirements of G.S 160A-31 and respectfully request that the area described in paragraph 2 below be annexed to the Town of Davidson.
2. The area to be annexed is contiguous to the Town of Davidson, and the boundaries of such territory are as follows:

(A legally acceptable description of the property must be inserted here, after it has been approved by the Town Attorney.)

WHEREFORE, your petitioner(s) respectfully requests that the aforementioned property be annexed by the Town of Davidson, North Carolina.

IN WITNESS WHEREOF, your petitioner(s) has caused this instrument to be executed on the 14th day of November, 20 ~~24~~.

PETITIONER(S)

(This petition must be signed by the owners of each parcel proposed for annexation; attach additional sheets, if necessary)

<u>Name</u>	<u>Address</u>
<u>Davidson's Edge, LLC, a NC</u>	<u>P.O. Box 520</u>
<u>limited liability company, by</u>	<u>Cornelius, NC 28031</u>
<u>Gordon Cashion, Member</u>	<u></u>

(NOTE: If the property is owned by a corporation or entity other than a private individual, a responsible corporate officer must sign as petitioner with an attestation by a second corporate officer and the corporate seal affixed. In addition, the execution of the **petition must be notarized.**)

Accuracy of Legal Description Approved:

Town Attorney

Attached hereto is a Corporate Resolution authorizing the submission of this Petition by all Members of Davidson's Edge, LLC.
APPROVED 08-28-2018

STATE OF NORTH CAROLINA

VERIFICATION

COUNTY OF MECKLENBURG

D. Gordon Cashion, being first duly sworn, deposes and says the following: that he is a Member of Davidson's Edge, LLC, a North Carolina limited liability Company; that he has the authorization to sign the attached Annexation Petition on behalf of the Company; that he has read the attached Petition for Voluntary Contiguous Annexation and the accompanying attachments and the same are true of his own knowledge, or are based on items found in the public records of Mecklenburg County, North Carolina, which he believes to be true.

D. Gordon Cashion (SEAL)
D. Gordon Cashion

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Laura Snider Baker, a Notary Public for Mecklenburg County, North Carolina, do hereby certify David Gordon Cashion, as Member of Davidson's Edge, LLC, personally appeared before me this 14th day of November, 20 24, and acknowledged the due execution of the foregoing instrument.

Laura Snider Baker
Notary Public: Laura Snider Baker
My Commission Expires: 9/21/28

(SEAL)

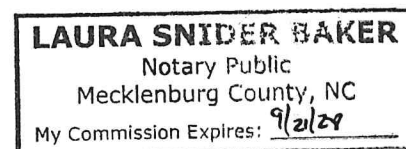


Exhibit "A"

TRACT ONE: 19217 (Lot No. 4) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 599.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 261.64 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 16-56-15 East 115.87 feet to a point; (2) South 18-07-39 East 54.18 feet to a railroad spike; thence South 73-55-39 West 265.41 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 east 170.00 feet to the point and place of BEGINNING and containing 1.027 acres, more or less, and being a portion of Howard L. Bostian property as described in Deed Book 1184, at Page 315, Mecklenburg County Registry, and being shown as Lot No. 4 on that certain survey prepared by Rufus J. Love, registered Surveyor, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

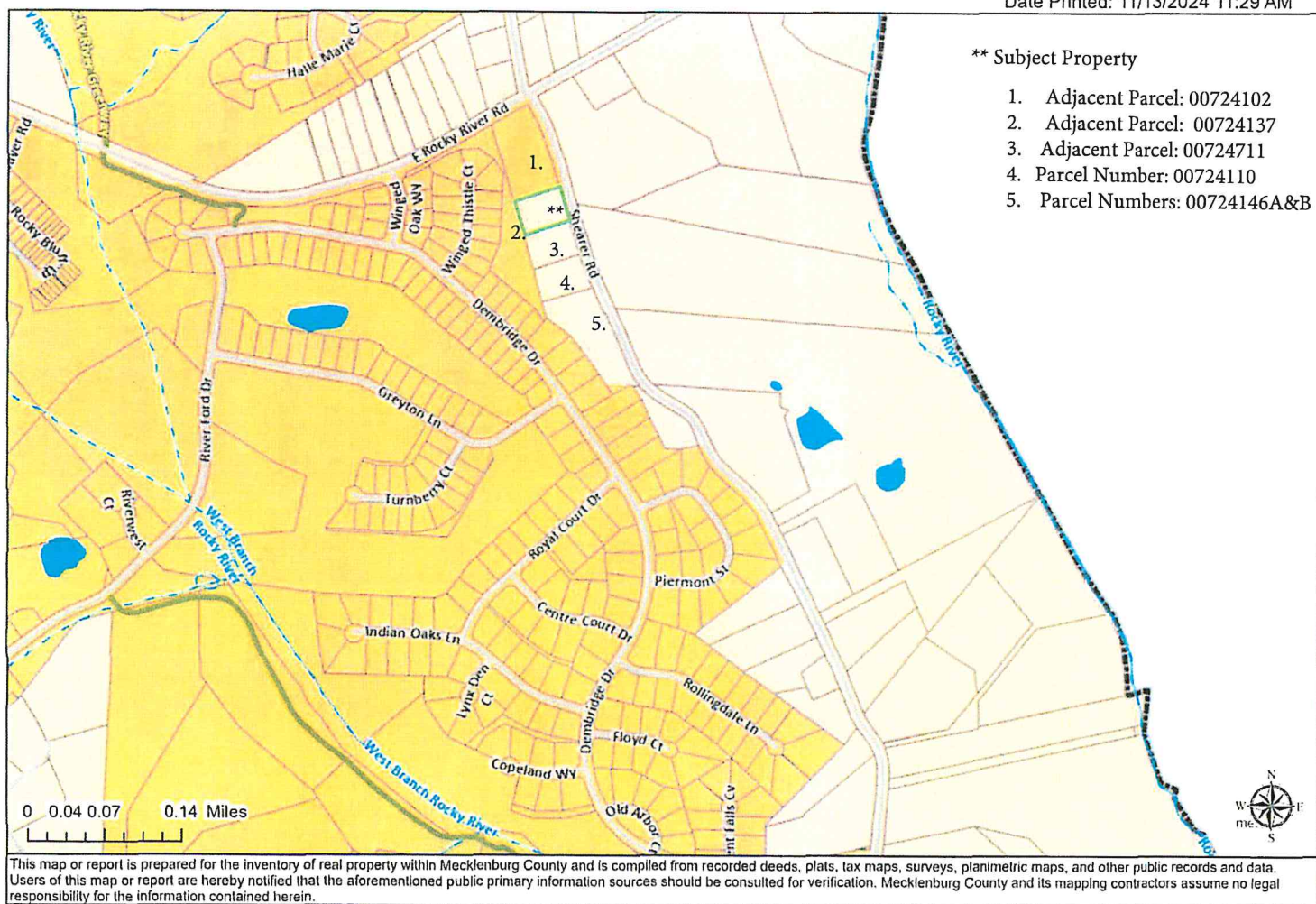
TRACT TWO: 19227 (Lot No. 5) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 429.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 259.96 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 15-42-02 East 23.60 feet; (2) South 16-26-15 East 53.48 feet to a nail and cap; (3) South 16-56-15 East 92.93 feet to a railroad spike; Thence South 73-55-39 West 261.64 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 West 170.00 feet to the point and place of BEGINNING and containing 1.017 acres, more or less, and being a portion of the Howard L. Bostian property as described in Deed Book 1184, at page 315, Mecklenburg County Registry, and being shown as Lot No. 5 on that certain survey prepared by Rufus J. Love, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

Title to the property hereinabove described is subject to the following exceptions:
This conveyance is made subject to all restrictions, easements and right of way of record, including those for utilities and public roadways.

Polaris Map – Mecklenburg County, North Carolina

Date Printed: 11/13/2024 11:29 AM





RESOLUTION 2024-32
FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31
19227 Shearer Road (Parcel #00724112)

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Davidson Town Hall and Community Center in the Town Hall Council Chamber on Tuesday, January 28, 2025 at 6:00 p.m.

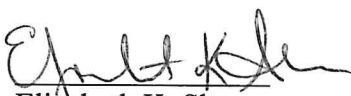
Section 2. The area proposed for annexation is described as follows:

(See page 2 for Mets and Bounds Description)

*Section 3. Notice of the public hearing shall be published in the Charlotte Observer, a newspaper having general circulation in the Town of Davidson, at least ten (10) days prior to the date of the public hearing.

Adopted on the 10th day of December, 2024

Attest:


Elizabeth K. Shores
Town Clerk

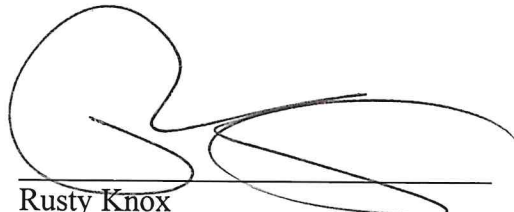

Rusty Knox
Mayor

Exhibit "A"

TRACT ONE: 19217 (Lot No. 4) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 599.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 261.64 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 16-56-15 East 115.87 feet to a point; (2) South 18-07-39 East 54.18 feet to a railroad spike; thence South 73-55-39 West 265.41 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 east 170.00 feet to the point and place of BEGINNING and containing 1.027 acres, more or less, and being a portion of Howard L. Bostian property as described in Deed Book 1184, at Page 315, Mecklenburg County Registry, and being shown as Lot No. 4 on that certain survey prepared by Rufus J. Love, registered Surveyor, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

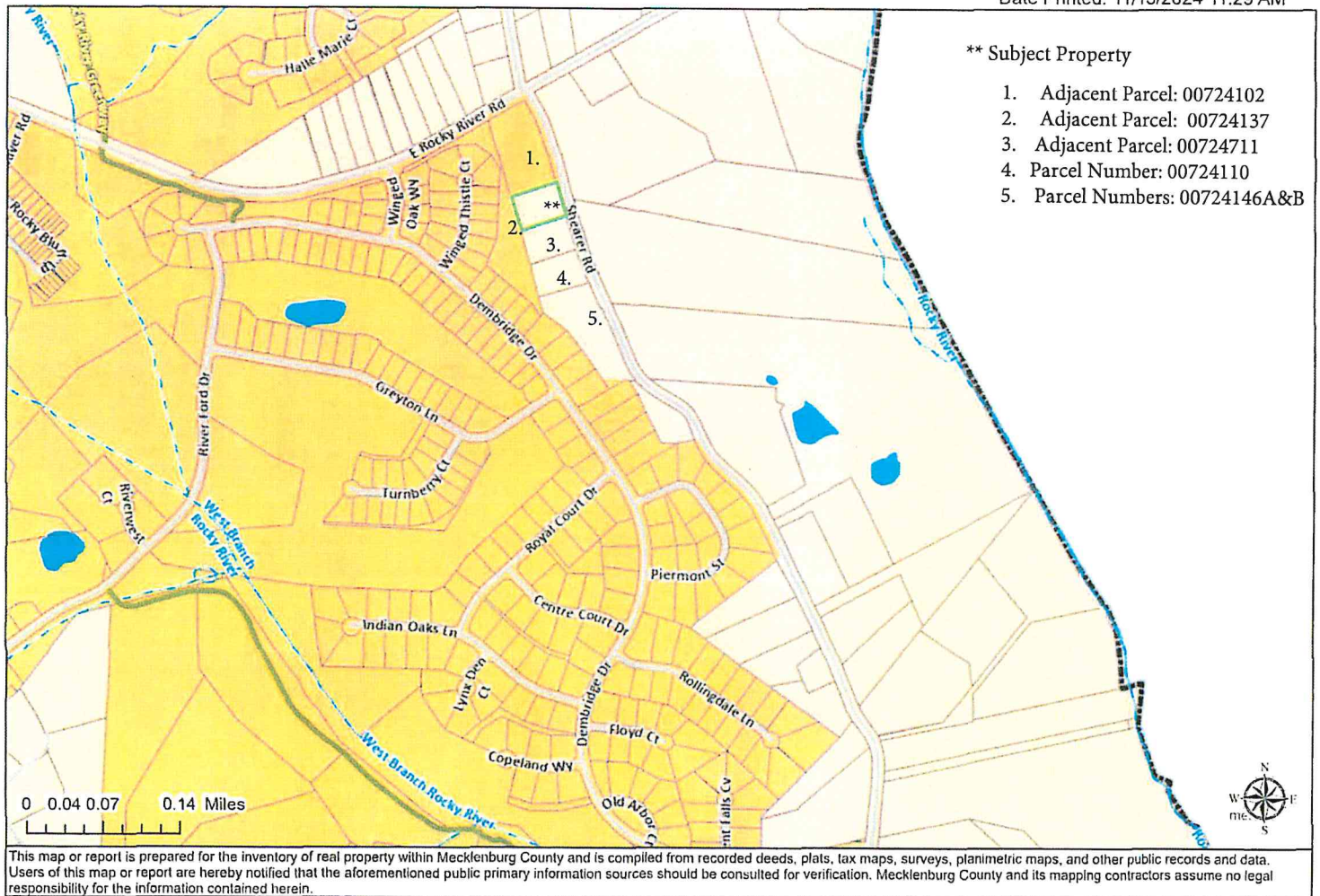
TRACT TWO: 19227 (Lot No. 5) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 429.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 259.96 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 15-42-02 East 23.60 feet; (2) South 16-26-15 East 53.48 feet to a nail and cap; (3) South 16-56-15 East 92.93 feet to a railroad spike; Thence South 73-55-39 West 261.64 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 West 170.00 feet to the point and place of BEGINNING and containing 1.017 acres, more or less, and being a portion of the Howard L. Bostian property as described in Deed Book 1184, at page 315, Mecklenburg County Registry, and being shown as Lot No. 5 on that certain survey prepared by Rufus J. Love, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

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This conveyance is made subject to all restrictions, easements and right of way of record, including those for utilities and public roadways.

Polaris Map – Mecklenburg County, North Carolina

Date Printed: 11/13/2024 11:29 AM





CERTIFICATE OF SUFFICIENCY

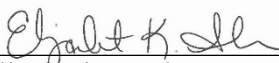
Portion of Catawba Avenue/State Road 2197

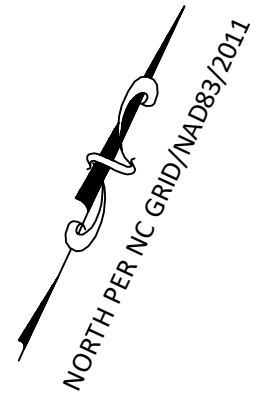
To the Board of Commissioners of the Town of Davidson, North Carolina:

I, Elizabeth K. Shores, do hereby certify that I have investigated the attached plat map and hereby make the following findings:

- a. The Town of Davidson Board of Commissioners would like to assume control of the Portion of Catawba Avenue/State Road 2197 – +2.126 Acres/+92,623 Square Feet per attached Annexation Plat Map, from the NCDOT Secondary Road System. The plat map contains an adequate description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Davidson primary corporate limits, as defined by G.S. 160A-31.

In witness, whereof, I have hereunto set my hand and affixed the seal of the Town of Davidson, this 10th day of December, 2024.


Elizabeth K. Shores, Town Clerk



CURVE	LENGTH	RADIUS	CHORD	CHORD BRG
C1	18.65°	256.45'	18.65°	N 78°20'58" W
C2	25.70°	735.00'	25.70°	S 73°13'33" W
C3	108.16°	735.00'	108.16°	S 68°00'34" W
C4	30.85°	734.80'	30.85°	S 61°56'27" W
C5	1.45°	682.75'	1.45°	N 61°05'04" E
C6	32.10°	794.80'	32.10°	N 62°00'40" E
C7	32.15°	795.00'	32.15°	N 64°52'28" E
C8	78.05°	795.00'	78.05°	N 63°16'12" E
C9	77.90°	795.00'	77.95°	N 69°56'12" E
C10	21.05°	795.00'	21.05°	N 73°15'53" E
C16	14.85°	130.00'	14.85°	S 02°04'31" W
C17	34.50°	20.00'	30.40°	S 05°37'27" E

18335 Old Statesville Rd.
Suite A
Cornelius, N.C. 28031
(704) 765-5134 Phone/Fax

CP CALCULATED POINT
 PROPERTY CORNER FOUND (AS DESCRIBED)
 MAG-NAIL FOUND

SUBJECT BOUNDARY LINE (SURVEYED)

 SUBJECT BOUNDARY LINE (NOT SURVEYED)

 ADJOINER BOUNDARY LINE (SURVEYED)

 ADJOINER BOUNDARY LINE (NOT SURVEYED)

 ROAD R/W LINE

5. CONSULT WITH GOVERNING AGENCY FOR PREVAILING LAND DEVELOPMENT AND ZONING REQUIREMENTS PRIOR TO DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.

PRELIMINARY





RESOLUTION 2024-31
FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31
Portion of Catawba Avenue/State Road 2197

WHEREAS, The Town of Davidson Board of Commissioners would like to assume control of the Portion of Catawba Avenue/State Road 2197 – +2.126 Acres/+92,623 Square Feet per attached Annexation Plat Map, from the NCDOT Secondary Road System.

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Davidson Town Hall and Community Center in the Town Hall Council Chamber on Tuesday, January 28, 2025 at 6:00 p.m.

Section 2. The area proposed for annexation is described as follows:

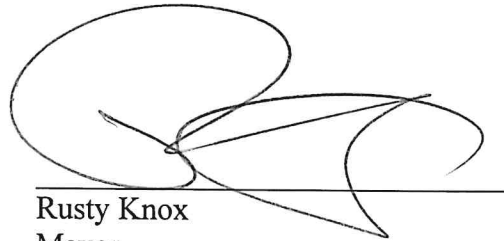
(See page 2 for Plat Map)

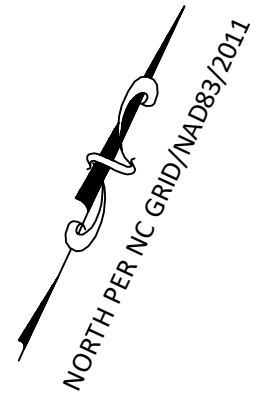
*Section 3. Notice of the public hearing shall be published in the Charlotte Observer, a newspaper having general circulation in the Town of Davidson, at least ten (10) days prior to the date of the public hearing.

Adopted on the 10th day of December, 2024

Attest:


Elizabeth K. Shores
Town Clerk


Rusty Knox
Mayor



CURVE	LENGTH	RADIUS	CHORD	CHORD BRG
C1	18.65°	256.45'	18.65°	N 78°20'58" W
C2	25.70°	735.00'	25.70°	S 73°13'33" W
C3	108.16°	735.00'	108.06°	S 68°00'34" W
C4	30.85°	734.80'	30.85°	S 61°56'27" W
C5	1.45°	682.75'	1.45°	N 61°05'04" E
C6	32.10°	794.80'	32.10°	N 62°00'40" E
C7	32.15°	795.00'	32.15°	N 64°52'28" E
C8	13.50°	795.00'	13.50°	N 68°16'15" E
C9	71.40°	795.00'	70.54°	N 67°54'45" E
C10	21.05°	795.00'	21.05°	N 73°31'53" E
C11	14.85°	130.00'	14.85°	S 02°04'31" E
C17	34.50°	20.00'	30.40°	S 50°37'27" E

18335 Old Statesville Rd.
Suite A
Cornelius, N.C. 28031
(704) 765-5134 Phone/Fax

CP ○ CALCULATED POINT
 ○ PROPERTY CORNER FOUND (AS DESCRIBED)
 △ MAG-NAIL FOUND

 SUBJECT BOUNDARY LINE (SURVEYED)

 SUBJECT BOUNDARY LINE (NOT SURVEYED)

 ADJOINER BOUNDARY LINE (SURVEYED)

 ADJOINER BOUNDARY LINE (NOT SURVEYED)

 ROAD R/W LINE

NOT FOR RECORDATION, SALES OR CONVEYANCE
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER





December 10, 2024

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

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, December 10, 2024 in the Town Hall and Community Center Board Room. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Autumn Riersen Michael and Ted Stauffer. Commissioner Tracy Mattison Brandon was absent. Town Manager Jamie Justice, 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.

- **ANNOUNCEMENTS**

Communications Director Jessica Eggimann made the following announcements:

The remainder of the work for Roosevelt Wilson Park has been scheduled. The abatement of asbestos containing material (ACM) found on the site will be removed the week of January 6 and will take approximately a week. Then the playground will go the week of January 13, followed by the shelter. While the work is going on, fencing will be placed past the restrooms to the foot bridge and at the entrance off Houston Street. The restrooms and the loop around the pond will remain open. All work is expected to be completed by the end of January.

Santa is coming to Town on Thursday, December 12 and Friday, December 13! The Davidson Fire Department will escort Santa through Town between 6:30 p.m. and 8:30 p.m. each night. Santa and our Davidson firefighters encourage residents to pay close attention to the routes and listen for sirens, as this will signal Santa's pending arrival into your neighborhood.

It's not too late to donate to the Holiday Shop with a Cop event being held on Saturday, December 21 at the Target store in Huntersville. The program is designed to foster positive relationships between residents and police officers while supporting families in our community who are in need during a season when all should experience some joy. Using donations, recipient families will go shopping for presents, clothing, and other holiday items with Davidson Police Officers during a one-hour 'Shop with a Cop' session.

Town of Davidson municipal offices including the Davidson Town Hall and Community Center at 251 South Street and the Davidson Public Safety Building at 216 S. Main Street will be closed Tuesday, December 24; Wednesday, December 25; Thursday, December 26 in observance of the Christmas holiday and again on Wednesday, January 1, 2025, in observance of New Year's Day. Offices will be open on Monday, December 23, Friday, December 27, 2024, and Monday, December 30, Tuesday, December 31, 2024, and Thursday, January 2, and Friday, January 3, 2025, for regular business hours from 8:00 a.m. to 5:00 p.m. According to Waste Pro, garbage collection will be on a one-day delay the week of December 25, 2024. There is no recycling pick-up that week. There will be NO collection on Wednesday, January 1, 2025. For the week of January 1, Waste Pro will be on a one-day delay for garbage and recycling collection.

Community members are invited to the 2024 Town of Davidson Dr. Martin Luther King Jr. Day Celebration on Monday, January 20, 2025, beginning at 10:00 a.m. in the Davidson Town Hall and Community Center Auditorium at 251 South Street. Our goal is to unite the community in celebrating Dr. King's enduring legacy through an inspirational and impactful program held in his honor. On behalf of the 2025 MLK Planning Committee and the Town of Davidson, we warmly invite you to mark your calendars and make plans to join us for this special event dedicated to honoring the remarkable legacy of Dr. Martin Luther King Jr.

- **CHANGES/ADOPTION OF THE AGENDA**

Town Manager Justice requested adding consent item (f) to Accept the Real Property at 956 Shearer Street as described in deed and recorded by plat for the Town's ownership and maintenance.

Commissioner Rierson Michael made a motion to adopt the agenda as amended. The motion passed unanimously (4-0).

- **PRESENTATIONS**

Recognition of Retiring Police Officer Ramiro Better

Town officials and members of the Police Department recognized and thank Officer Ramiro Better for eight (8) years of committed service to the Town of Davidson.

2024 Davidson Main Street Grant Awards

The Davidson Board of Commissioners approved \$15,000 to fund the 2024 Davidson Main Street Business Grant Program to further the Board's strategic plan initiatives of Historic Preservation and Economic Development. The goals of the program are to provide direct financial benefit to small businesses, retain and create jobs in association with small businesses, and spur private investment in association with small businesses located in our business districts. This year's recipients are King Canary Brewing Company, Ascot Diamonds, and The Jewel Box.

Recognition of Davidson K-8 PTO as Recipients of Town of Davidson's Inaugural Placemaking Grant

The Davidson Board of Commissioners approved \$5,000 last fiscal year to fund the inaugural Placemaking Grant to further the Board's strategic initiatives of a well-planned and livable

community. A specific priority strategy included implementing community engagement activities in strategic locations to support dynamic community gathering places. This fall, grant recipient Davidson K-8 PTO installed enhanced colorful crosswalk treatments adjacent to the school and a tiger head street mural on South Street. Mayor Knox presented a plaque to Davidson K-8 PTO representative Sarah Calamita.

- **PUBLIC COMMENT**

The public comment period opened at 6:20 p.m. and closed at 6:23 p.m. One person spoke during the public comment period.

Steve Sonnenberg spoke about the Annual Accomplishments, thanked the Board and Staff, the Climate Action Plan, and Town owned land for affordable housing.

- **PUBLIC HEARING**

Commissioner Fay made a motion to open the public hearing at 6:24 p.m. The motion passed unanimously (4-0).

The Board of Commissioners held a public hearing on the **Historic Landmark Designation of 225 Armour Street Mill House**. Senior Planner Lindsay Laird and Stewart Gray, Director of the Charlotte-Mecklenburg Historic Landmarks Commission, presented information to the Board. The Armour Street Mill House (circa 1913) was built as part of an expansion of the mill village of Delburg Cotton Mill, Davidson's second cotton mill. It was one of six houses built by local builder W. E. Potts on property originally planned as the Armour Heights development. The houses were owned as part of the mill – even as the mill changed hands among different ownership groups – until 1950, when then owner Palomino Mills sold its workforce housing to Economy Homes of Winston-Salem. William W. and Carrie Stanley Edwards purchased the house from Economy Homes in 1951, and it has since been privately owned. The house is historically significant as a means both for interpreting the life of mill village residents in the twentieth century and for conveying a historic association with the evolution of Mecklenburg County's textile industry and industrial housing. Situated in a neighborhood faced with increasing development pressures, the Armour Street Mill House is one of the most intact, and thereby best extant examples, of the common mill house constructed as part of the expansion of the Delburg mill village.

No one signed up to speak during the public hearing.

Commissioner Stauffer made a motion to close the public hearing at 6:37 p.m. The motion passed unanimously (4-0).

- **CONSENT AGENDA**

Approval of November Meeting Minutes

Approval of Resolution 2024-31 Contiguous Annexation Petition: Portion of Catawba Avenue/State Road 2197 - Set the Public Hearing Date

Approval of Resolution 2024-32 Contiguous Annexation Petition: 19227 Shearer Road - Set the Public Hearing Date

Approval of Resolution 2024-33 Prohibiting Viewing or Saving Pornography on Town Networks and Devices

Approval of 2025 Town Board Meeting Schedule
Approval of Acceptance of Real Property at 956 Shearer Street

Commissioner Justus made a motion to approve the consent agenda. The motion passed unanimously (4-0).

- **BUSINESS ITEMS**

(a) In 2023, the Town commissioned a **building conditions assessment and use study for the Sloan House**, located at 230 South Main Street, partially funded with a federal Historic Preservation Fund grant for Certified Local Governments from the National Park Service. The purpose of the study was to ascertain the current material health of the building, form recommendations for ongoing maintenance, and brainstorm possible adaptive reuse strategies sensitive to the building's historic character. Senior Planner Lindsay Laird presented an overview of the study to the Board of Commissioners. Staff partnered with the Charlotte-Mecklenburg Historic Landmarks Commission to draft a Request for Proposals (RFP) for adaptive reuse and/or redevelopment of the Sloan House. The Town seeks a buyer for the Sloan House who has a vision for development that aligns with the proposed development programs outlined in the Sloan House study. The ultimate objective is for the completed project to be an aesthetically appealing historic asset preserved for Davidson, an active and vibrant contributor to the local economy, and a visible connection between Davidson's historic downtown core and the South Main Street business district.

(b) In January 2024, the Town engaged the design-build team of Balfour-Beatty and Creech & Associates to **rehabilitate the historic gymnasium** located at 251 South Street. In May 2024, the Board of Commissioners approved a floor plan designated as "Option 5", in which the existing balcony is removed, and restrooms are added in an addition constructed on the rear of the building. With 60% design complete, the design-build team has indicated the cost estimate has increased. Staff presented options at the November 26, 2024 Board meeting. In order to be eligible for an American Rescue Plan Act grant of \$2,000,000, the Town must be under contract by December 31, 2024.

Commissioner Rierson Michael made a motion to approve the Historic Gymnasium Rehabilitation Contract with Balfour Beatty Construction, LLC. The motion passed unanimously (4-0).

Commissioner Fay made a motion to approve the allocation of 2021 and 2023 G.O. Bond Funds to the Historic Gymnasium Rehabilitation Project as presented. The motion passed unanimously (4-0).

Commissioner Justus made a motion to approve Budget Amendments 2025-16 and 2025-17. The motion passed unanimously (4-0).

A contract will be executed with the design-build contractor, with work starting in January 2025 and a substantial completion date of February 2026.

(c) Senior Planner followed up with the board on the proposed **Historic Landmark Designation of 225 Armour Street Mill House** following the public hearing earlier in the meeting.

Commissioner Stauffer made a motion to adopt Ordinance 2024-12 designating as a historic landmark the property known as the “Armour Street Mill House,” including the exterior of the building and the approximately 0.114 acre of land listed under Tax Parcel Identification Number 00326211. The motion passed unanimously (4-0).

(d) Assistant Town Manager Austin Nantz presented a **compilation of achievements by the Town of Davidson during the 2024 calendar year**. This report, put together by the Town Manager, Assistant Town Manager, and staff, includes significant projects and highlights as they relate to calendar year 2024 and the 2024-2025 Strategic Plan. This annual report provided a look at the depth of services the Town provides to its residents and businesses.

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **ADJOURN**

Commissioner Rierson Michael made a motion to adjourn. The motion passed unanimously (4-0).

The meeting adjourned at 7:21 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



Davidson Affordable Housing & Equity Board Bylaws

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SECTION 1: INTRODUCTION AND ORGANIZATION

SECTION 1: INTRODUCTION AND ORGANIZATION

1.1. Purpose

To establish procedures for organizing and executing the duties and responsibilities of the Affordable Housing & Equity Board (AHEB) pursuant to state statute and the Town of Davidson Charter.

1.2. Authority

The Town of Davidson Board of Commissioners formed the Affordable Housing & Equity Board (hereafter referred to as “Board”) in November 2020.

1.3. Functions of the Affordable Housing & Equity Board

The Affordable Housing and Equity Board (AHEB) will help guide the town’s work on the following activities:

- a. Engaging in affordable housing activities;
- b. Engaging in equity and inclusion activities;
- c. providing input and guidance for the town board’s strategic objective to prioritize equity and inclusion;
- d. creating a culture of belonging;
- e. addressing past inequities;
- f. and treating everyone with respect and dignity;
- g. Act as an ambassador on behalf of affordable housing;
- h. Advise on equitable engagement efforts; and
- i. Advise on affordable housing strategic plans.

SECTION 2: MEMBERSHIP AND OFFICERS

2.1. Membership

Appointments by the Davidson Board of Commissioners, are as follows:

- a. Number and Composition. The Board shall consist of twelve (12) members.
- b. Members must notify the Chair and/or the appropriate Town staff member (typically, the Affordable Housing & Equity Director) in writing to resign from the Board.
- c. All Members will be appointed according to the Board of Commissioners' Rules of Procedure.
- d. Members will serve three-year terms beginning on the first of the calendar year following their appointment.
- e. Members may be reappointed for one subsequent term. Past Members are eligible for reappointment after sitting out three years.

2.2. Vacancies

Vacancies are filled by the Town Board. Should a vacancy occur in the middle of a members' term, a new member will be appointed to the Board according to the Board of Commissioners' Rules of Procedure.

2.3. Removal

Members may be removed from the Board by the Town Board for cause, which includes violation of these Bylaws. It is requested that, prior to taking action, the Town Board notify a member being considered for removal of the reasons for removal and give such a member an opportunity to respond.

2.4. Officers

The officers of the Board will be the Chair, the Vice Chair, and the Secretary. Officers shall meet the following requirements:

- A. An officer is elected for a term of one year.
- B. Officers may be re-elected for up to two consecutive terms.

2.5. Chair

The Chair shall preside at all meetings of the full commission, make committee appointments in consultation with the Vice Chair, and decide all points of order and procedures subject to these rules (unless directed otherwise by a majority vote of the

AHEB in session at that time). The Chair shall have the right to vote in the order of their choosing. In addition, the Chair:

1. Shall plan an agenda for each regular meeting in collaboration with the Housing & Equity Director.
2. Shall preside at all meetings.
3. Shall represent the Board and present its recommendations to the Town of Davidson Board of Commissioners or appoint a designee to perform that duty.

2.6. Vice Chair

The Vice Chair shall serve as the acting Chair in the absence of the Chair, and at such time, have all the powers, duties, and voting rights as the Chair. With the resignation or termination of the Chair, the Vice Chair shall ascend to the position of Chair and a replacement for the officer position of Vice Chair shall be selected by Board election from the remaining members who do not currently hold an officer position.

2.7. Temporary Chair

In the absence of both the Chair and the Vice Chair, the Board may appoint any of its members present in session to serve as Temporary Chair until such time that either the Chair or Vice Chair is present, and at such time, have all the powers, duties, and voting rights as the Chair.

2.8. Clerk

The Clerk, provided by the Affordable Housing & Equity Department shall, subject to the direction of the Chair and Board, keep all records, conduct all correspondence of the Board, and generally supervise the clerical work of the Board and its *ad hoc* committees. The Affordable Housing & Equity Director or their designee will serve in the clerk role, and assist in scheduling meetings, coordinating speakers, drafting agendas, and producing other review materials necessary for the Board's work.

The minutes shall include all important facts pertaining to each meeting, including:

- a. Every resolution acted upon by the Board;
- b. All votes of the Board members upon any recommendation, resolution, or other final determination of any question before the Board; and
- c. A record of all votes in a and b above, indicating the names of members voting for, against, absent, or excused from voting.
- d. The Housing & Equity Director or their designee will assist in scheduling meetings, coordinating speakers, drafting agendas, and producing other review materials necessary for the Board's work.
- e. Record minutes of all meetings.

2.9. Election of Officers

Officers shall be elected at the first regular meeting of the calendar year.

2.10. Officer Vacancy

A vacancy in the office of the Chair shall be filled by the Vice Chair succeeding to the office for the balance of the unexpired term.

2.11. Public Representation

Only the Board Chair, or a member designated by the Chair in written form, may speak officially for the Board. Board members may speak publicly as private residents on affordable housing and equity matters, however, they should indicate in such cases that they are presenting their own opinions and not those of the Board (this includes any online or social media posting).

- a. Violators of section 2.12 shall be notified of said infraction by the Chair.

SECTION 3: MEETINGS

The Board conducts meetings in accordance with local and state requirements.

3.1. Open Meetings

All meetings, public hearings, records, and minutes of the Board and its committees shall be made open and available to the public and in conformance with North Carolina Open Meetings Law, N.C.G.S. § Chapter 143, Article 33C.

3.2. Regular Meetings

Regular meetings of the Board shall be held at Town Hall on the third Thursday of each month, beginning at 6:30pm.

All scheduled meetings of the Affordable Housing & Equity Board shall be published on the Town of Davidson website at least 72 hours in advance.

3.3. Special or Additional Meetings

Special or additional meetings of the Board may be called by the Chair, Affordable Housing & Equity Director, or their designee. Procedures for special and additional meetings include:

- a. Written notice of special or additional shall be given to all Board members at least forty-eight (48) hours prior to the meeting and shall state the time, place, and purpose of the meeting.
- b. Additional meetings may be scheduled by the Chair, in consultation with the Affordable Housing & Equity Director or their designee, to accommodate a large number of agenda items ready for Board consideration.
- c. The Board may change the time and location of future meetings at any regular meeting, with appropriate notice to Board members, Town Staff, and the public.
- d. Notice to the public shall be given as required by state law.

3.4. Ad Hoc Committees

Ad Hoc committees will follow North Carolina General Statutes on public and open meeting laws and meet the following requirements:

- a. Public notice of the ad hoc committee will be made. Notice to the public shall be given as required by state law.
- b. The meeting will be held in a location open and accessible to the public.
- c. Minutes of the ad hoc meeting will be kept on file with the Town.
- d. All ad hoc committee meetings, records, and minutes shall be made open and available to the public and in conformance with North Carolina Open Meetings Law, N.C.G.S. § Chapter 143, Article 33C.

3.5. Cancellation of Meeting

Whenever there is no business to come before the Board, the Chair, after consultation with the Affordable Housing & Equity Director or their designee, may dispense a regular meeting by giving notice to all Board members not less than twenty-four (24) hours prior to the start time of the meeting.

3.6. Quorum

A quorum is half of the current appointed Board membership plus one. Quorum does not include ex officio members.

- a. If quorum has not been met by the noticed start time, the Chair will open the meeting, make an announcement that quorum has not been met, and recess for fifteen (15) minutes;
- b. At which time the Chair will determine if quorum has been met. If it has not been met, the items, in consultation with the Clerk, will be continued to a date certain and the meeting will be adjourned.

3.7. Order of Business

The order of business at regular meetings of the Board is recommended to be as follows:

1. Call to Order
2. Roll Call & Determination of Quorum
3. Public Comment
4. Review/Approval of Minutes
5. Old Business
6. New Business
7. Other Items
8. Staff Updates
9. Adjournment

The order of business may be amended by the Chairperson, in consultation with the Affordable Housing & Equity Director or their designee.

3.8. Establishing Time Limits

Establishing time limits is important to ensure all agenda items have the ability to be heard by the Board. The following apply to regular Board meetings:

- a. The Chair may set the amount of time commissioners and community members have to speak.
- b. Community members should direct comments and questions to the Board Chair and members. The amount of time set to speak shall be established at the beginning of each Board regular meeting during the Call to Order.
- c. Time limitation shall be enforced by the Chair or the Clerk.

3.9. Conduct of Public Comment

In order to ensure full consideration of matters before the Board, Board meeting public comment periods shall be conducted in the following order:

- a. Prior to the start of the public comment period, persons wishing to address the Board members will register on a sign-up sheet stationed by the meeting room door.
- b. Prior to beginning the public comment period, the Chair will collect the sign-up sheet and recognize speakers in the order that they registered. Speakers will address the Board members from the podium and special accommodations will be made for persons with a disability with appropriate advanced notice to Town Staff. Speakers will be asked to identify themselves for the record, stating their name and address
- c. In the event a speaker is not able to attend in person, special accommodations may be requested at least 48 hours in advance of the scheduled meeting. Such requests may be submitted to: affordablehousing@townofdavidson.org .
- d. Speakers who have prepared written remarks are encouraged to leave a copy of such remarks with the Chair.
- e. Speakers shall be civil and courteous in their language and presentation. Insults, personal attacks, accusations, profanity, vulgar language, inappropriate gestures, or other inappropriate behavior will not be tolerated.
- f. In order to provide for the maintenance of order and decorum in the conduct of the meeting, the Chair may declare “out-of-order” any person who fails to comply with this policy. The Chair shall caution any such person to abide by the provisions of this policy. Refusal to do so shall be grounds for removal of the speaker from the meeting.
- g. Speakers will address comments to the entire board as a whole and not one individual member. Discussions between speakers and members of the audience will not be permitted during the public comment period.

3.10. Virtual or Electronic Meetings

Virtual or electronic meetings, or portions of meetings held virtually, shall be held in accordance with N.C.G.S. § 143-318 and N.C.G.S. § 166A-19.24, as amended.

3.11. Emergency Declarations & Inclement Weather

If and when the Governor of North Carolina declares a state of emergency, emergency procedures as found in N.C.G.S. § 166A-19.24, as amended, will be followed. These procedures should be followed in consultation with the Affordable Housing & Equity Director or designee, and the Town Manager’s Office.

SECTION 4: AGENDA

4.1. Agenda

The agenda for each regular, special, or additional meeting, shall be prepared by the Affordable Housing & Equity Director, in consultation with the Chair:

- a. The agenda shall be posted according to the procedures outlined by the Town Clerk's Office.
- b. The Board may consider no business unless such an item properly appears on the agenda, or unless such matter is for consideration by the Chairperson.
- c. Public hearing notices must follow state law, as referenced in N.C.G.S § 160A.

SECTION 5: ATTENDANCE

5.1. Attendance

A Board member who is unable to attend a regular meeting of the Board must contact the Affordable Housing & Equity Director, or designee, and Chair at least twenty-four (24) hours before the scheduled meeting and indicate the general reason for being absent (earlier notification is encouraged). The Board will be notified of the absence at the meeting during roll call.

Members are expected to maintain regular attendance and are expected to attend at least 75% of Board meetings within a rolling calendar year. Members that miss two meetings within a rolling calendar year will be reminded by the Chair of the attendance policy. After three absences within a rolling calendar year, the Chair will coach the Board member on the attendance policy. Four or more absences in a rolling calendar year will result in the removal of the Board member.

5.2. Roll Call

- A. Staff will take a roll call vote. Each member will be marked as follows:
 - i. Present
 - ii. Excused Absence
 - iii. Unexcused Absence
- B. Excused Absences are absences that meet section 5.1 above. Unexcused Absences are any absences that do not meet section 5.1 above.

SECTION 6: CONDUCTING BUSINESS

6.1. Decisions

The vote of a majority of those members present shall be sufficient to decide any matter before the Board, provided a quorum is present. No member shall be excused from voting except as required in sections 6.2 and 6.3. of these Bylaws.

- a. All voting shall be by roll call or a show of hands.
- b. A tie vote shall result in a defeat of the motion.
- c. For recommendations to the Town Board of Commissioners, a defeat of the motion shall result in a recommendation for denial.

6.2. Adopted Ethics Policy

Board members shall follow state statutory mandates.

6.4. Motions

Business is brought before the Board by motions, a formal procedure for taking actions. All motions shall be stated in the affirmative. For recommendations to the Board of Commissioners, the motion shall be for a recommendation of approval. In order to adopt a recommendation, a majority of members present shall vote in the affirmative.

In addition:

- a. Board members who intend to vote against the motion make a motion for approval and are welcome to preface their motion with an explanation of this procedure.
- b. Any member, except the presiding Chair, may make a motion or second a motion.
- c. The member who made a motion may withdraw that motion at any time before a vote.
- d. After a motion has been properly made and seconded, any member of the Board, other than the maker and seconder of the original motion, may offer a substitute motion.
- e. If the substitute motion is properly seconded, it shall be discussed and voted upon prior to consideration of the original underlying motion.
- f. If a substitute motion is approved, the initial motion becomes null and void.

6.5. Debate on a Motion

The Chair shall state the motion and then open the floor to debate on it.

SECTION 6: CONDUCTING BUSINESS

- a. The Board member who made the motion is entitled to speak first.
- b. A Board member who has not spoken on the issue shall be recognized before someone who has already spoken.

6.8. Advisory Recommendations

All votes taken by the Board are advisory in nature. The Town Board of Commissioners has the final and formal vote on any item.

6.9. Committees

From time to time, as the need arises, the Board may, at its discretion, establish an *ad hoc* committee of the commission.

- a. The Board shall charge every ad hoc committee and every ad hoc committee shall report on its activities as it is directed to do by the Board.
- b. Committee appointments shall be made by the Chair in consultation with the Vice Chair.
- c. Staff are responsible for ensuring that any ad hoc committee meeting is properly noticed in accordance with state and local laws.

6.11. Suspension of Rules

The Board may, upon affirmative majority vote of its appointed and sworn in membership, suspend these rules of procedure for consideration of any matter before the Board, so long as it does not create a conflict with state law.

6.12. Parliamentary Procedures

Consideration of cases and other business shall be in accordance with the Board's Bylaws. If these Bylaws are silent on an issue of parliamentary procedure, the current edition of Robert's Rules of Order shall govern.

6.13. Time

The Board will hold standard hours to ensure all matters of business can be completed and given equal time, and to ensure transparency to the community it serves.

The Board will fix a start time of 6:30pm on the third Thursday of each month for regular meetings, except for when that Thursday falls on a Town recognized holiday (or when a meeting is cancelled in accordance with section 3.4 above).

6.14. Decorum Reminder

The Rules of Decorum for citizen and Board member participation are available upon request from the Affordable Housing & Equity Department. These rules are held by staff, and any updates to these rules do not require a vote by the Board.

SECTION 6: CONDUCTING BUSINESS

SECTION 7: AMENDMENTS AND REVISIONS

7.1. Rules of Procedure Updates

These rules may, within the limits allowed by law, have amendments proposed to the Bylaws of the Board by being presented at a regular meeting. Amendments to the Bylaws of the Board must be approved by the Town of Davidson Board of Commissioners prior to their adoption.

SECTION 8: HISTORY OF RULES OF PROCEDURE

The Board's Bylaws were originally adopted in 2020.

8.1. Revisions

June 20, 2024

August 27, 2024

December 10, 2024



RESOLUTION 2025-03
APPROVING CONVEYANCE OF 412 CATAWBA AVENUE

WHEREAS, North Carolina General Statutes 160A-267 authorizes a municipality to convey in fee simple interest the private sale of real property for low or moderate income housing; and

WHEREAS, the Town of Davidson owns a home located at 412 Catawba Avenue in the Parkside Commons Subdivision, Parcel ID 00324451, designated as a property in the Town of Davidson's Affordable Housing Program; and

WHEREAS, the Town of Davidson will sell 412 Catawba Avenue to identified buyers who meet the requirements of the Town's Affordable Housing Program; and

WHEREAS, the Town of Davidson will attach covenants and terms to the conveyance so the property will remain in the Affordable Housing Program for a designated term.

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

- 1) The Town Clerk will publish notice summarizing the contents of this resolution and the property may be sold after the 10 days publication of this notice;
- 2) The Town Manager is authorized to execute all documents necessary to convey in fee simple title the real properties identified above to qualified buyers;
- 3) The conveyance documents will include terms and conditions of the Affordable Housing Program to assure the properties remain in the program for a designated term.

Adopted on the _____ day of _____ 2025.

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores

Approved form: _____

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, 2025:

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
52-40-4920-495	Land and Houses		\$ 200,000.00

Budgeted expenditures will fund the Davidson Community Foundations contribution toward the purchase of Parkside Commons Lots 3-6 of 8 for resale under the Affordable Housing program.

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

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
52-40-3431-315	Grants		\$ 200,000.00

The Davidson Community Foundation will provide a grant to partially fund Parkside Commons Lot 3-6 of 8 which will be sold to a qualified buyer.

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 28th day of January 2025

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk



NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

State and Local Cybersecurity Grant Program (SLCGP)

Fiscal Year 2023

AL#:97.137

Grant #: EMW-2023-CY-00066

Memorandum of Agreement (MOA)

between

RECIPIENT

State of North Carolina
Department of Public Safety
Emergency Management (NCEM)
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT

Davidson, Town of
251 South Street
Davidson, NC 28036
Tax ID/EIN #: 566001212
UEID #: ETMKSGX77JA4

MOA #: 23SLCGP620

Award amount: \$94,444.00

Cost center: 102642-0-0-6023-19GH000601

Period of performance (POP): December 1, 2023 to February 28, 2027

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP). More information about SLCGP is available at: [State and Local Cybersecurity Grant Program | FEMA.gov](https://www.fema.gov/state-and-local-cybersecurity-grant-program) and <https://www.ncdps.gov/SLCGP>.

This MOA is to set forth terms by which RECIPIENT shall provide SLCGP funding to SUBRECIPIENT to fund projects related to meeting State and Local Cybersecurity Objectives as identified in the Department of Homeland Security Notice of Funding Opportunity ([NOFO](#)) for FY2023 SLCGP. See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2220A of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 665g), (2) *Infrastructure Investments and Jobs Appropriations Act* (Pub. L. No. 117-58), (3) FY 2023 SLCGP Notice of Funding Opportunity ([NOFO](#)), (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2023 SLCGP [NOFO](#), 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agency (SAA) for the State of North Carolina, the Secretary of the Department of Public Safety.

4. Funding Eligibility Criteria

Federal funds administered through RECIPIENT (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive Cybersecurity preparedness posture program.

Local government entities are defined in [N.C.G.S. 159-44](#) as: “counties; cities, towns, and incorporated villages; consolidated city-counties, as defined by G.S. 160B-2(1); sanitary districts; mosquito control districts; hospital districts; merged school administrative units described in G.S. 115C-513; metropolitan sewerage districts; metropolitan water districts; metropolitan water and sewerage districts; county water and sewer districts; regional public transportation authorities; and special airport districts.” Community colleges are included in the definition of *local government entities* for purposes of FY23 SLCGP per [N.C.G.S. 143-800\(c\)\(1\)](#). Federally recognized tribes are also included as eligible local government pass-through entities per the FY23 SLCGP [NOFO](#).

Continued SLCGP funding is contingent upon completion of all SLCGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

SUBRECIPIENT must:

- A. Be established as a local government entity as defined above by appropriate resolution/ordinance.
- B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
- C. Ensure their organization is registered with the System for Award Management (SAM) and that their organization maintains an active SAM registration, i.e. renewed annually. Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct, and that an active SAM registration is properly maintained.
- D. Complete any procurement(s) and expenditures no later than 02/28/27.
- E. Submit RFR with all required documentation attached. RFRs will not be processed unless/until annual report submissions are current. See SUBRECIPIENT paragraph 9.G. below.

5. Compensation

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT’s RFR is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. Final RFR must be submitted no later 03/31/27, unless period of performance (POP) is extended. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to RECIPIENT no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, POP for this grant is 12/01/23 - 02/28/27. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after end of POP revert to RECIPIENT.

SUBRECIPIENT:

- A. Understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Understands and agrees that funding shall be subject to the availability of appropriated funds, pursuant to N.C.G.S 143C-1-1. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. Must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 35 below regarding compliance.

6. Conditions

Funding is contingent upon completion of all funding requirements. The following conditions must be adhered to during the entire duration of the grant program.

A. SUBRECIPIENT must:

- i. Complete any procurements, expenditures, and receipt of goods or services within the POP. This includes software subscriptions, which even if paid for during the POP must be pro-rated so that the subscription period reimbursed is only for the duration of the POP.
- ii. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
- iii. SUBRECIPIENT must submit requests for reimbursement with all required documentation attached in [Salesforce](#). Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 102642-0-0-6023-19GH000601 in the North Carolina Financial System (NCFS). See SUBRECIPIENT paragraph 9.E.

B. Required Documents/Forms. GRANTEE must submit the following [documents](#) to GRANTOR in [Salesforce](#) upon execution of this MOA. This is not required if GRANTEE has previously submitted these documents to GRANTOR for this or any other grant; however, if any of these documents are not current, GRANTEE must submit updated document(s) in [Salesforce](#):

- i. [W-9 \(09 NCAC 03M .0202\)](#)
- ii. [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)
- v. SUBRECIPIENT Procurement Policy

C. Annual Progress Reports. Provide annual progress reports to RECIPIENT in [Salesforce](#) using the Annual Progress Report form (Attachment 2) by: 07/31/25; 07/31/26; and, with final reimbursement request (RFR) submitted per SUBRECIPIENT paragraph 9.G. below.

Even if there are no expenditures an annual progress report must be submitted by SUBRECIPIENT to update their progress toward completion of approved scope of work specified in Attachment 1 and any approved amendments. If SUBRECIPIENT closes their award prior to end of POP, no further annual reports are required.

D. Nationwide Cybersecurity Review (NCSR). SUBRECIPIENT is required to complete the [NCSR](#), administered by the [MS-ISAC](#), during the first year of this grant award POP and annually thereafter through the last year of this grant award POP.

Three NCSRs are required as follows:

NCSR	Completion Period
2024	10/01/2024 - 02/28/2025
2025	10/01/2025 - 02/28/2026
2026	10/01/2026 - 02/28/2027

If SUBRECIPIENT closes their award prior to end of POP no further annual reports are required.

E. Required Services and Memberships.

Cyber Hygiene Services (CHS):

- Web Application Scanning is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
- Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts. To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA’s [Cyber Hygiene Information Page](#).
- SUBRECIPIENT is required to certify CHS compliance and provide proof of CHS compliance upon request of RECIPIENT.

7. Supplantation

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available cybersecurity activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

8. Scope of Work

SUBRECIPIENT shall implement the SLCGP project specified in Attachment 1 and as described in the approved project application, including the project objective SUBRECIPIENT selected in the application. That application is hereby incorporated by reference into this MOA.

Documentation to be provided throughout POP:

- Annual reports, per paragraph 6.C. above.
- Annual NCSR, per paragraph 6.D. above.
- CHS compliance upon request of RECIPIENT, per paragraph 6.E. above.
- SUBRECIPIENT-involved legal action that pertains to any goods or services purchased with grant funds.
- Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to SUBRECIPIENT by RECIPIENT.
- After-action report from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine ([HSEEP](#)).
- Training course roster, description, and syllabus.
- All legible and complete invoices and receipts detailing the expenditures associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.

- ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
- iii. Date product received or service provided.
- iv. Itemized description of all products or services.
- v. Unit price of products or services (if applicable).
- vi. Total amount of eligible expenditures.
- vii. Copy of executed contract/subcontract agreement (if applicable).
- viii. Proof of payment of expenses associated with the project.

I. Any other documentation requested by RECIPIENT.

9. Responsibilities

RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with SLCGP requirements.
- C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.
- D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.
- E. RECIPIENT shall provide required annual progress report form (Attachment 2) and provide cost report forms required for reimbursement subsequent to execution of this MOA (See SUBRECIPIENT paragraph 9.G.).

SUBRECIPIENT:

- A. This MOA must be signed and returned to RECIPIENT within 45 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.
- B. SUBRECIPIENT shall expend FY 2023 SLCGP Grant Program funds in accordance with the FY2023 SLCGP [NOFO](#), the grant application, and this MOA.
- C. Procurement.
 - i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
 - ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2023 SLCGP [NOFO](#), [Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#), and the [2024 FEMA Preparedness Grants Manual](#). SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
 - iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the “Mini-Brooks Act”, G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.
- v. Conflicts of Interest. See paragraph M.iii. below.
- vi. Complete all procurement by February 28, 2027.

- D. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

- E. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.

- F. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).

- G. Requests for Reimbursement (RFR). Submit RFR for items or services received in Salesforce. RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2023 SLCGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

Refer to RFR webinar for guidance on proper submission of RFRs for FY23 SLCGP. RFRs must be submitted in an unlocked PDF file that does not require a password or any special permissions to open. All documentation attached to RFR submitted in Salesforce must be unlocked and named in standard convention discussed in RFR webinar:

Year of Grant + MOA # + Grantee Agency + Type of Document + Date

Example: 23SLCGP145_North County_RFR #1_2024 05 17

- H. Funds Management. SUBRECIPIENT agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within SUBRECIPIENT’s central accounting and grant management system. SUBRECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.
 - i. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this MOA. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

- ii. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.
- I. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 3). SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each SLCGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:
- i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government entity, or nonprofit organization.
 - ii. Award letter, MOA, and supporting attachments.
 - iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and proof(s) of payment.
 - iv. Audit findings and corrective action plans.
- J. Property and Equipment. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Only allowable equipment listed in the Authorized Equipment List ([AEL](#)) for SLCGP are eligible for purchases from this grant. In addition, SUBRECIPIENT will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
 - ii. Property and equipment purchased with SLCGP funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with SLCGP funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in accordance with SLCGP Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.
 - iii. SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.
 - iv. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$10,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition, and identification number may be used to meet this requirement.
 - v. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
 - vi. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - vii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.

- viii. Disposition Procedures. Unless otherwise directed by RECIPIENT, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify RECIPIENT via *Chatter* in [Salesforce](#) prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$10,000 may be retained, transferred, or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$10,000 may not be retained, transferred, or otherwise disposed of without prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
- ix. Communications equipment. Investments in emergency communications systems and equipment must meet applicable [SAFECOM](#) Guidance recommendations. Such investments must be coordinated with the Statewide Inoperability Coordinator ([SIEC](#)) to ensure interoperability and long-term compatibility. In order to align communications technologies with current statewide communications plans, systems, networks, strategies, and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 4.
- K. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise, or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.
- L. Conflicts of Interest.
 - i. State Law. Per [N.C.G.S. § 143C-6-23\(b\)](#), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**
 - ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the [2024 FEMA Preparedness Grants Manual](#), all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
 - iii. Federal Law – Procurement. Per 2 CFR 200.318 and the [2024 FEMA Preparedness Grants Manual](#), all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts 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 that 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 the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients 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 the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must

also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- M. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients shall **not** propose projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. Projects requiring EHP reviews are **not** permitted under the federal statute authorizing SLCGP.
- N. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of DHS seal(s), logo(s) and flags must be approved by DHS. Printed as a legend, either below or beside the logo(s) shall be the words “Funded by US Department of Homeland Security”.
- O. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the [FY 2023 SLCGP NOFO](#) and Subaward Notification.
- P. DHS Standard Terms and Conditions
SUBRECIPIENT must comply with all applicable provisions of the FY23 [DHS Standard Terms and Conditions](#) (Attachment 5). This applies to all new federal financial assistance awards funded in FY23. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links.
- Q. Closeout Reporting Requirements. In accordance with [2 CFR 200.344](#), SUBRECIPIENT must submit to RECIPIENT, no later than 90 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and FY23 [DHS Standard Terms and Conditions](#) (Attachment 5), incorporated by reference herein, for the performance of the activities. This closeout documentation must be submitted in [Salesforce](#).

Documentation required

- i. A complete accounting of how all grant funds were used.
- ii. A Certification stating the funds were used for the purpose appropriated.
- iii. A closeout letter indicating that the approved scope of work is complete.
- iv. Any other closeout documentation requested by RECIPIENT.
- v. SUBRECIPIENT agrees that all program activity results information reported shall be subject to review and authentication and SUBRECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by RECIPIENT, as RECIPIENT executes any audit internal audit responsibilities.
- vi. Once the complete final performance and financial status report package has been received and evaluated by RECIPIENT, SUBRECIPIENT will receive official notification of MOA close-out from RECIPIENT.
- vii. The notification will inform SUBRECIPIENT that RECIPIENT is officially closing the MOA and retaining all MOA files and related material for a period of three (3) years or until all audit exceptions have been resolved, whichever is longer.

10. Taxes

SUBRECIPIENT shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by SUBRECIPIENT under this grant. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

11. Warranty

As an independent subrecipient, SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the [North Carolina Tort Claims Act](#). Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

13. Audit Requirements

For all federal grant programs, SUBRECIPIENT is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 2 CFR 200.501, a subrecipient that receives a combined \$1,000,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient's fiscal year end. SUBRECIPIENT must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$1,000,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the [NCEM Grants Management & Compliance website](#).

14. Construction, Renovation, and Infrastructure Projects

Projects requiring EHP reviews are **not** permitted under the federal statute authorizing SLCGP. This includes all construction, renovation and infrastructure projects. SLCGP funding **cannot** be used for any construction, renovation

or infrastructure projects. If a project involves hammering a nail in a wall, inserting a screw in a hole, or disturbing even a teaspoon full of dirt in the ground, it cannot be approved for SLCGP funding.

15. Subrecipient Monitoring

See Attachment 6 for subrecipient monitoring.

16. Points of Contact

To provide consistent and effective communication between GRANTOR and GRANTEE, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contacts shall be NCEM Preparedness Grants Management Branch and NCEM Regional Branch Office. GRANTEE's contact shall be the person(s) designated by the GRANTEE in [Salesforce](#). GRANTEE is required to keep GRANTOR informed and [Salesforce](#) updated if there are any changes in POC over the course of the period of performance.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

17. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

18. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 9.G. above.** A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2023 SLCGP [NOFO](#) referenced herein.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Prohibition on purchasing certain telecommunications - [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#) –John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and **2 C.F.R. §§200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200**. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors– prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200 covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471. **FEMA Policy #405-143-1** Guidance is available in [FEMA Policy #405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

21. Divestment and Do-Not-Contract Rules

The State of North Carolina, through the Department of State Treasurer, follows several divestment and do-not-contract mandates. Information about each of these mandates is available at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules>.

SUBRECIPIENT may not contract with any vendors on any of these designated divestment and do-not-contract lists using SLCGP grant funds, and SUBRECIPIENT must comply with all other requirements of these divestment and do-not-contract laws.

22. Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Lobbying Prohibition

SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an 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 undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification 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.

24. Assurance of Compliance with Civil Rights Act of 1964 – Title VI, Civil Rights Act of 1968, and Related Provisions

During the performance of this agreement, SUBRECIPIENT for itself, its assignees and successors in interest agrees as follows:

- A. Age Discrimination Act of 1975
Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- B. Americans with Disabilities Act of 1990
Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- C. Civil Rights Act of 1964 - Title VI
Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
- D. Civil Rights Act of 1968
Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- F. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipients and subrecipients that are State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074 which addresses the transfer or purchase of certain military equipment by law enforcement. Recipients and subrecipients that are State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

G. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

H. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

I. Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance

J. Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

25. Assurance of Compliance with Privacy Act

Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA, or which may involve the design, development, or operation of a system of records on behalf of the DHS.

26. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

27. Certification Regarding [Drug-Free Workplace Requirements](#) (Subrecipients Other Than Individuals)

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Governmentwide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

28. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on December 1, 2023, to the end of the POP.

29. Statement of Assurances

SUBRECIPIENT must complete [Office of Management and Budget \(OMB\) Standard Form 424B Assurances – Non-Construction Programs](#) as applicable. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch in [Salesforce](#) upon execution of this MOA. SUBRECIPIENT must still complete the form even if certain assurances in the form may not directly apply to SUBRECIPIENT's specific program to ensure that all possible situations are covered.

30. Situs

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

31. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

32. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

33. Modification

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

34. Termination

The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2027. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA, and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2023 SLCGP [NOFO](#), incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

35. Compliance

SUBRECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications, and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2023 SLCGP [NOFO](#) referenced in paragraph 2 above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340.

Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and

conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 6 for subrecipient monitoring.

36. Execution and effective date

This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of SUBRECIPIENT, to NCEM on behalf of RECIPIENT and will become binding upon execution of all parties to this MOA. The conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from start of POP on 12/1/2023 through end of POP. Failure to provide applicable cost reports, proofs of payment and/or a de-obligation request letter within 30 days of the end of the POP may result in automatic de-obligation of grant funds.

37. Attachments

All attachments to this MOA are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 Scope of Work / Approved Application in Salesforce: App-0000620
 - Attachment 2 Annual Progress Report Form – to be provided in Salesforce or under separate cover
 - Attachment 3 Required Subrecipient File Documentation - to be provided in Salesforce or under separate cover
 - Attachment 4 NCEM Communications Branch Memo - to be provided in Salesforce or under separate cover
 - Attachment 5 FY23 [DHS Standard Terms and Conditions](#) - click hyperlink to access document
 - Attachment 6 Subrecipient Monitoring - to be provided in Salesforce or under separate cover

AUTHORIZED SIGNATURE WARRANTY

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPIENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:

DocuSigned by:
William Ray
8D9D1C9856624CB

By: _____

Date: 11/26/2024 | 10:08:23 EST

William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management

For SUBRECIPIENT:

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

Approved as to Form:

DocuSigned by:
William Polk
89E08A3C9472449

By: _____

Date: 11/25/2024 | 23:40:04 EST

William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DHS Homeland Security
Grant Program

Attachment 1

View results

38:32
Time to complete

Organization Information

1. Legal Name of Entity: *

Town of Davidson

2. Street Address: *

251 South Street

3. City: *

Davidson

4. ZIP Code: *

28036

The value must be a number

5. County: *

Mecklenburg

6. Employer Identification Number (EIN) *

56-6001212

7. Unique Entity ID (UEID): *

ETMKSGX77JA4

8. Organization Type: *

- ☐ State Agency
- ☒ Local Government (refer to guidance doc for definition)
- ☐ Tribe
- ☐ Community College (refer to guidance doc for definition)
- ☐ Local School Administrative Unit (refer to guidance doc for definition)

9. Rural Community: *

See guidance document for definition

- ☒ Yes
- ☐ No

10. County Distress Tier: *

See Guidance Document

- ☐ Tier 1
- ☐ Tier 2
- ☒ Tier 3

Point of Contact

11. Name: *

Daniel Miglin

12. Job Title: *

Consultant

13. Email: *

MiglinDaniel@yahoo.com

14. Phone Number: *

Please enter in format XXX-XXX-XXXX

704-928-7246

Project Manager

15. Name: *

Pieter Swart

16. Job Title: *

Finance Director

17. Email: *

PSwart@TownOfDavidson.org

18. Phone Number: *

Please enter in format XXX-XXX-XXXX

704-892-7591

Financial Officer

19. Name: *

Pieter Swart

20. Job Title: *

Finance Director

21. Email: *

PSwart@TownOfDavidson.org

22. Phone Number: *

Please enter in format XXX-XXX-XXXX

704-892-7591

Project Information

23. Short Title: *

Davidson Cybersecurity Initiative

24. Purpose: *

In 2021, Town of Davidson implemented a managed cybersecurity service consisting of Managed Detection and Response (MDR), security operations center (SOC), Endpoint Security, Domain Name System (DNS) protection, security awareness training, and dark web monitoring. For 2024, Town of Davidson has identified identity management and mobile device management as two crucial areas needed to bolster its cybersecurity posture which this project will support.

25. Project Objective *

Select One

- ☐ Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
- ☒ Implement security protections commensurate with risk.
- ☐ Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility

CISA Cybersecurity Plans Elements

Indicate at least ONE of the CISA Cybersecurity Plans Elements below that are applicable to your project, **you may also select any others that apply to your project**

26. Required Elements Addressed: *

- ☒ Manage, monitor, and track information systems, applications, and user accounts.
- ☒ Monitor, audit, and track network traffic and activity.
- ☐ Enhance the preparation, response, and resilience of information systems, applications, and user accounts.
- ☐ Implement a process of continuous cybersecurity vulnerability assessments and threat mitigation practices prioritized by risk.
- ☐ Adopt and use best practices and methodologies to enhance cybersecurity.
- ☐ Transition to a dot-gov internet domain.
- ☒ Ensure continuity of operations including by conducting exercises.
- ☐ Identify and mitigate any gaps in the cybersecurity workforces, enhance recruitment and retention efforts, and bolster the knowledge, skills, and abilities of personnel (reference to NICE Workforce Framework for Cybersecurity).
- ☐ Ensure continuity of communications and data networks in the event of an incident involving communications or data networks.
- ☐ Assess and mitigate, to the greatest degree possible, cybersecurity risks and cybersecurity threats.
- ☐ Enhance capabilities to share cyber threat indicators and related information between the eligible entity and the Department.
- ☐ Leverage cybersecurity services offered by the Department Implement an information technology and operational technology modernization cybersecurity review process.
- ☐ Develop and coordinate strategies to address cybersecurity risks and cybersecurity threats.
- ☐ Ensure rural communities have adequate access to, and participation in, plan activities.
- ☐ Distribute funds, items, services, capabilities, or activities.

Project and Budget Narrative

27. Project Narrative *

Since 2021, Nucentric Solutions has provided managed cybersecurity services to the Town of Davidson (Town), serving approximately 15,000 citizens. The Town has 92 employees and 320 devices on our network. Our core capability(s) mentioned above rely on our IT infrastructure to function reliably and with little to no downtime while maintaining the integrity and security of data within the Town's environment. The Town is applying for this SLCGP funding to mitigate the risk of security incidents by bolstering authentication protocols, ensuring existing data backups are recoverable, maturing incident response processes, and maintain existing cybersecurity solutions. This project will significantly strengthen our security posture by implementing new solutions and protocols including 1) multi-factor authentication (MFA) via Azure AD, an identity and access management solution from Microsoft that helps organizations secure and manage identities for hybrid and multi-cloud environments; 2) mobile device management; 3) password management; 4) incident response; and 5) annual backup restores and related procedures. These improvements are necessary to fill recognized gaps in our security posture and will complement existing cybersecurity solutions we have in place for the Town, which includes implementing a Managed Detection and Response (MDR), security operations center (SOC), Endpoint Security, Domain Name System (DNS) protection, security awareness training, and dark web monitoring. In addition, the Town added a redundant firewall to enhance network resiliency and we maintain full unified threat management services including gateway anti-virus, intrusion detection, sandboxing, and 24x7 support from the manufacturer.

28. Investment Strategy *

Implementing cybersecurity measures, such as multi-factor authentication (MFA), mobile device management (MDM), password management, incident response, and backup restoration procedures, can significantly enhance the cybersecurity posture of local government organizations in terms of preventing, preparing for, protecting against, and responding to cyber incidents.

Multi-Factor Authentication (MFA): MFA adds an extra layer of security by requiring users to provide multiple forms of identification before accessing systems or data. This prevents unauthorized access even if passwords are compromised. MFA will prepare the Town for potential credential-based attacks by reducing the likelihood of successful unauthorized access. MFA protects against various cyber threats, including phishing attacks and credential theft, by requiring additional verification steps beyond passwords. In the event of a compromised password, MFA helps mitigate the risk by requiring an additional authentication factor.

Mobile Device Management (MDM): MDM will enable the Town to enforce security policies on mobile devices, such as smartphones and tablets, reducing the risk of unauthorized access or data leakage. MDM helps prepare for incidents involving lost or stolen mobile devices by allowing remote wiping of sensitive data. MDM protects against mobile-specific threats, such as malware and unauthorized access, by enforcing security configurations on devices. In the event of a lost or compromised mobile device, MDM allows for quick responses, such as remote locking or wiping to prevent unauthorized access.

Password Management: Password management tools help prevent weak password usage, credential reuse, and other common password-related vulnerabilities. Password policies and management practices will help prepare the Town for potential password breaches by enforcing strong password requirements. Effective password management protects against unauthorized access and credential-based attacks by promoting secure password practices. In the event of a compromised password, password management tools can facilitate the prompt resetting of passwords and enforcement of new, stronger credentials.

Incident Response: Incident response plans outline preventive measures, such as security best practices, regular training, and system hardening, to reduce the likelihood of incidents. Having a well-defined incident response plan prepares organizations to efficiently detect, contain, eradicate, and recover from cyber incidents. Incident response capabilities protect against prolonged cyber threats by facilitating a swift and coordinated response to mitigate the impact of incidents. When a cyber incident occurs, the incident response plan will guide the Town in effectively responding, minimizing damage, and recovering normal operations.

Backup Restoration Procedures: Regular backups serve as a preventive measure by ensuring that critical data can be recovered in the event of data loss due to cyber incidents like ransomware attacks. Backup restoration procedures help prepare the Town for data recovery, allowing for quick restoration systems and information to minimize downtime. Backups protect against data loss, ransomware attacks, and other forms of cyber threats by providing a means to recover information from a known, secure state. In the event of data corruption or loss, backup restoration procedures facilitate a timely recovery of critical data, reducing the impact of cyber incidents.

In addition to the previously implemented cybersecurity measures, the enhancements proposed in this project will allow the Town to create a robust defense against cyber threats and enhance its ability to prevent, prepare for, protect against, and respond to cyber incidents. It directly addresses Objective 3: Implement security protections commensurate with risk, as well as the CISA Cyber Security Plans Elements identified in Question 26.

29. Collaboration

As a neighboring municipality to the largest city (Charlotte) in North Carolina in the 2nd largest county (Mecklenburg) in the state, the Town understands the importance of collaboration between federal, state, and local governments on projects related to preventing, preparing for, protecting against, and responding to cybercrime. Our partnership with Black Point's SOC provides cyber threat remediation with a 3rd party organization staffed by cyber analysts. Town officials have close and effective working relationships with surrounding jurisdictions and government officials at all levels. All of Davidson's emergency services are dispatched via Mecklenburg County Emergency Communications Center. In addition, many of Davidson's digital records and databases in all areas of the organization are managed via county, state, or federal resources. These records often contain sensitive personal identifying information, therefore acts of cybercrime could potentially have far-reaching impact.

The Town is always willing to collaborate with other federal, state, and local governments to strengthen cybersecurity efforts for several reasons:

1. Collaborative efforts allow municipalities to leverage the resources and expertise of higher-level government entities. Federal and state agencies often have specialized knowledge, tools, and personnel that can assist local governments in developing robust cybersecurity strategies and incident response plans.
2. Sharing information about cyber threats, vulnerabilities, and best practices enhances the collective cybersecurity intelligence. This proactive exchange enables all levels of government to stay informed about emerging threats and take preventive measures to strengthen their defenses.
3. Collaboration helps establish consistent cybersecurity standards and policies across different levels of government. This ensures that municipalities align with broader cybersecurity frameworks, making it easier to implement effective preventive measures and respond cohesively in the event of a cyber incident.
4. In the event of a cyber incident, effective coordination is essential. Collaborative efforts allow for better coordination in incident response activities, ensuring a unified approach to contain, eradicate, and recover from cyber threats. Quick and coordinated responses can minimize the impact of incidents.
5. Collaborative projects enable governments to achieve economies of scale by pooling resources and investments. This can result in cost-effective cybersecurity solutions, shared tools, and enhanced capabilities that individual municipalities might not be able to afford independently.
6. Collaboration provides opportunities for joint training programs and capacity-building initiatives. This helps ensure that personnel at all levels of government are well-trained in cybersecurity best practices, improving the overall cybersecurity posture of the state.
7. Cyber threats often target interconnected systems that span across multiple jurisdictions. Collaborative efforts enable governments to address cybersecurity challenges that impact critical infrastructure, such as transportation, energy, and healthcare, which may involve coordination at different levels.
8. Collaborative efforts allow governments to pool resources for public awareness campaigns and educational initiatives. Increasing awareness about cybersecurity risks and best practices helps prevent cyber incidents by promoting a culture of cybersecurity among residents and businesses. By developing more robust incident response plan and protocols, the Town will be able to quickly identify, analyze, and remediate cyber threats and convey accurate and thorough information regarding the threat to regional and state agencies.

30. Budget Narrative *

To maximize cost-effectiveness, the Town will leverage the existing contract with Nucentric, which was properly vetted and approved in accordance with the Town's procurement policies, to acquire the cybersecurity package at a 15% discount as opposed to buying the 5 individual cybersecurity solutions from other vendors. While no match is required by the Town for this project, it acknowledges that any costs beyond \$200,000 will be the sole responsibility of the Town. The Town also acknowledges that all costs associated with services and / or maintenance, including renewing license, maintenance fees, or other costs beyond the life of this grant or scope of this project will be the sole responsibility of the Town. These anticipated expenses will be budgeted in the Town's General Funds.

Milestone timeline for individual activities

Refer to <https://www.ncdps.gov/2023-slcgp-grant-application-guidance>

31. 2024 *

- Complete 1 successful tabletop full backup recovery exercise of all critical systems and line of business applications.
- Register for Cyber Hygiene Services via CISA
- Register for membership in MS-ISAC
- Complete the Nationwide Cybersecurity Review administered by the MS-ISAC
- Complete phase 1 (preparation) and phase 2 (detection and analysis) of documented incident response plan aligning to the CISA Cybersecurity Incident Response Playbook.
- Implement policy-enforced MFA via Azure AD for all authentications.
- Deploy mobile device management to all organization-issued or personally owned devices with access to Town of Davidson data.
- Deploy password management/vault and conduct staff training.
- Each staff member completes one cybersecurity awareness training.

32. 2025

- Complete tabletop exercise of a ransomware scenario following our incident response plan.
- Complete phase 3 (containment) and phase 4 (eradication & recovery) of documented incident response plan aligning to the CISA Cybersecurity Incident Response Playbook.
- Implement advanced centralized logging solution to monitor network traffic and activity.
- Each staff member completes one cybersecurity awareness training.

33. 2026

- Complete tabletop exercise of a ransomware scenario following our incident response plan.
- Complete phase 5 (post-incident activity) and phase 6 (coordination) of documented incident response plan aligning to the CISA Cybersecurity Incident Response Playbook.
- Each staff member completes one cybersecurity awareness training.

34. 2027

Project period ends February 2, 2027.

35. Impact / Outcomes *

This project will significantly strengthen our security posture by implementing new solutions and protocols including 1) multi-factor authentication (MFA) via Azure AD, an identity and access management solution from Microsoft that helps organizations secure and manage identities for hybrid and multi-cloud environments; 2) mobile device management; 3) password management; 4) incident response; and 5) annual backup restores and related procedures. As a result of this project, the Town will meet Objective 3: Implement security protections commensurate with risk, as well as the following elements:

- Manage, monitor, and track information systems, applications, and user accounts owned or operated by, or on behalf of, the state or local governments within the state, and the information technology deployed on those information systems, including legacy information systems and information technology that are no longer supported by the manufacturer of the systems or technology.
- Monitor, audit, and track network traffic and activity transiting or traveling to or from information systems, applications, and user accounts owned or operated by, or on behalf of, the state or local governments within the state.
- Ensure continuity of operations including by conducting exercises.

The following metrics and outcomes have been identified by the Town to measure the efficacy of its cybersecurity program once fully implemented:

1. Incident Response Time:
 - Metric: The time it takes to detect, respond to, and recover from a cybersecurity incident.
 - Outcome: A shorter incident response time indicates a more efficient and effective response to cyber threats, minimizing potential damage.
2. Reduction in Security Incidents:
 - Metric: The number and frequency of security incidents over time.
 - Outcome: A decrease in the number of security incidents suggests that cybersecurity measures are successfully preventing or mitigating potential threats.
3. User Training and Awareness:
 - Metric: Completion rates for cybersecurity training programs and the results of simulated phishing exercises.
 - Outcome: Higher completion rates and improved performance in simulated exercises demonstrate increased user awareness and understanding of cybersecurity best practices.
4. Patch Management Effectiveness:
 - Metric: Time taken to apply security patches after their release.
 - Outcome: A shorter time to patch vulnerabilities helps ensure that systems are protected against known security threats in a timely manner.
5. Vulnerability Management:
 - Metric: Number of identified vulnerabilities and the time taken to remediate them.
 - Outcome: A lower number of unpatched vulnerabilities and a faster remediation time indicate a proactive approach to addressing potential security weaknesses.
6. Compliance with Security Standards:
 - Metric: Adherence to industry standards and regulatory requirements.
 - Outcome: Meeting or exceeding compliance standards demonstrates a commitment to maintaining a secure environment and protecting sensitive information.
7. Employee Security Hygiene:
 - Metric: Password hygiene, adherence to security policies, and secure handling of sensitive information.
 - Outcome: Improved security hygiene among employees contributes to a more secure overall environment.
8. Availability of Critical Systems:
 - Metric: System uptime and availability.
 - Outcome: High availability of critical systems indicates effective protection against disruptions caused by cyber incidents.
9. Data Breach Prevention:
 - Metric: Number of successful data breaches.
 - Outcome: A reduction in the number of data breaches reflects the program's success in safeguarding sensitive information.
10. Security Awareness Training Effectiveness:
 - Metric: Assessment of user behavior, response to social engineering tests, and reported security incidents.
 - Outcome: Improved behavior, recognition of potential threats, and a decrease in successful social engineering attempts.

PROJECT BUDGET
Planning / Organization / Exercise / Training / Equipment Costs (POETE)

See <https://www.fema.gov/sites/default/files/2020-04/CPG201Final20180525.pdf>, pages 30-44, for more info about Expenditure Areas (THIRA & SPR 3rd Ed)

36. Planning Expenditure

N/A

37. Planning Expenditure Total \$

0

The value must be a number

38. Organization Expenditure

Program Management and Administration

39. Organization Expenditure Total \$

5000

The value must be a number

40. Exercises Expenditure

- Azure AD P1 (MFA / Logging)- \$10,000
- Incident Response Plan- \$18,000
- Backup Restore testing / Business Continuity- \$10,000

41. Exercises Expenditure Total \$

38000

The value must be a number

42. Training Expenditure

Incident Response Training- \$5,000
Password Management Training- \$5,000

43. Training Expenditure Total \$

10000

The value must be a number

Equipment Costs

See guidance document

44. Quantity

1

The value must be a number

45. AEL Number

04SW-04-NETW Software, Network

46. Equipment Description

Azure AD P1 (MFA / Logging) software network code

47. Quantity

2

The value must be a number

48. AEL Number

04SW-04-NETW Software, Network

49. Equipment Description

Mobile Device Management system and Password Management system

50. Quantity

1

The value must be a number

51. AEL Number

04SW-04-NETW Software, Network

52. Equipment Description

Managed Cybersecurity Package - including DNS protection, MDR/SOC, Endpoint Security, Security Awareness Training, Dark Web Monitoring

53. Planning Expenditure Description

N/A

54. Planning Expenditure Total Cost

Total entered as amount in USD \$

0

The value must be a number

55. Organization Expenditure Description

Program management and administration

56. Organization Expenditure Total Cost

Total entered as amount in USD \$

5000

The value must be a number

57. Equipment Expenditure Description

58. Equipment Expenditure Total Cost

Total entered as amount in USD \$

147000

The value must be a number

59. Training Expenditure Description

Incident Response Training and Password Management Training

60. Training Expenditure Total Cost

Total entered as amount in USD \$

10000

The value must be a number

61. Exercises Expenditure Description

Azure AD P1 (MFA / Logging), Incident Response Plan, Backup Restore testing / Business Continuity

62. Exercises Expenditure Total Cost

Total entered as amount in USD \$

38000

The value must be a number

63. Total Combined Cost *

200000

The value must be a number

Your Organization's Current Cyber Posture

64. Does your organization have a written security policy that employees must consent to annually? *

- ☐ Yes
- ☒ No

65. Do all employees receive annual cybersecurity awareness training? *

- ☒ Yes
- ☐ No

66. Does your organization have antivirus software on all workstations? *

- ☒ Yes
- ☐ No

67. If you have antivirus software on all workstations, please list your AV solutions:

SentinelOne

68. Does your organization have antivirus software on all servers? *

☒ Yes

☐ No

69. If you have antivirus software on all servers, please list your AV solutions:

SentinelOne

70. Does your organization have a firewall? *

☒ Yes

☐ No

71. If so, please list your firewall solution(s).

Sonic Wall

72. Does your organization utilize a centralized patch management solution? *

☒ Yes

☐ No

73. Is your organization's data regularly backed up via a non-domain joined solution (external media, cloud solution, etc)

*

☒ Yes

☐ No

74. Is your organization using intrusion detection/prevention solutions to stop external attacks? *

☒ Yes

☐ No

75. If so, please list the solution(s) being used.

Sonic Wall Firewall and Black Point

76. Are user accounts and permissions actively monitored and routinely audited? *

☒ Yes

☐ No

77. Is your organization using any centralized logging solution? *

☒ Yes

☐ No

78. If so, please list the solution(s) being used.

ConnectWise Automate

79. Does your organization require multi-factor authentication for e-mail account access? *

☒ Yes

☐ No

80. Does your organization require multi-factor authentication for Domain admin accounts (or other privileged accounts)? *

☒ Yes

☐ No

81. Does your organization require multi-factor authentication for VPN access? *

☒ Yes

☐ No

Additional Information

If you would like to submit additional information (such as a more lengthy response to free text questions, or a more detailed listing of anything) or have questions concerning this application, please email SLCGP@NCDPS.gov for further instructions.

ATTESTATIONS

Acknowledge the following statements (check all eight, or application will be considered incomplete):

82. I certify the following answers are all true and correct to the best of my knowledge: *

- ☒ This application includes complete and accurate information.
- ☒ Any project having the potential to impact the environment, historic or cultural resources must submit an Environmental Planning & Historic Preservation (EHP) form.
- ☒ Projects with funds allocated for Emergency Communications must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the NC State Interoperability Executive Committee (SIEC) to ensure interoperability and long-term compatibility.
- ☒ Receiving SLCGP funding requires annual Nationwide Cybersecurity Review (no cost) and signing-up for required cyber hygiene services as specified in the SLCGP NOFO .
- ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the FEMA Authorized Equipment List.
- ☒ Submission of the project proposal does not guarantee funding.
- ☒ Entities must be able to sustain capabilities once SLCGP funds are no longer available.
- ☒ Any person who knowingly makes a false claim or statement in connection with this application may be subject to civil or criminal penalties under 18 U.S.C. section 287, 18 U.S.C. section 1001, 31 U.S.C. section 3729 and N.C.G.S sections 1-605 through 618 (North Carolina False Claims Act)

Attachment 2

Annual Report for this FY23 SLCGP award will be completed in the Salesforce Award Record

Attachment 3

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

Attachment 4



NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

MEMORANDUM

TO: Derek Dorazio
FROM: Greg Hauser
DATE: August 1, 2024
SUBJECT: Requirements for Grant Funded Communications Equipment

To align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the North Carolina State Interoperability Executive Committee (SIEC) requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance meet requirements. These sources of funding include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), Emergency Management Performance American Rescue Plan Act Grant (EMPG-ARPA) and the Homeland Security Grant (HSGP). The below requirements must also be met for those purchases made with NCEM Capacity Building Competitive Grant (CBCG) and State and Local Cybersecurity Grant Program (SLCGP) funds. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable, where applicable.

700/800 MHz Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts: portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must appear on the current VIPER Approved Radio List, and have the following capabilities, i.e., the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:

<https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment>

All radios purchased using the above noted grant sources shall have the VIPER statewide required template in them. This template was approved by the SIEC on June 6th, 2021.



If a grant recipient chooses to operate in an encrypted environment, all radios purchased using the above noted grant sources shall follow the SIEC Interoperable Radio Encryption Standard Operating Guideline approved on May 28th, 2020.

Non 700/800 MHz radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Non 700/800 MHz radios (UHF/VHF) are allowable provided they are included on the below list of grant eligible equipment.

<https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment>

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)
- Any other wireless device outlined in the Federal Communication Commission's (FCC) "List of equipment and services covered in section 2 of the Secure Networks Act" This list is a result of the passage of *H.R.5515 - John S. McCain National Defense Authorization Act in 2019*. Further information can be found at <https://www.fcc.gov/supplychain/coveredlist>.

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA) or is in the process of obtaining the PAA status **If purchasing or subscribing to software, it must be identified on the attached "List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities."**

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. Written permission **must** be obtained from all system administrators authorizing the intended use of the gateway device on the system.

Items not included or referenced in this document must be clearly identified to ensure that interoperability, physical security, and cybersecurity priorities are followed. Examples include, but are not limited to:

- Smart device applications that integrate into first responder communications networks
- Infrastructure equipment that allows for the integration of smart device applications
- Equipment that uses shared radio frequency (RF) spectrum to create mesh networks

Attachment 5

FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances. Administrative Requirements. Cost Principles. Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

FY 2023 DHS Standard Terms and Conditions

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

FY 2023 DHS Standard Terms and Conditions

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964. Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

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that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure 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.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure 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 infrastructure 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 infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

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XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Attachment 6

Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

- A. Recipient may assess Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).
 1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.
 2. Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.
 3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).
 4. Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, policies and guidelines, per 2 CFR 200.332(d).
- B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.
 1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.
 2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).
 3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.
- C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).
 1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements**.
 2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.
- D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
 2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.
- E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**).



AGENDA MEMO

To: Davidson Board of Commissioners

From: Alexander Cahill, Affordable Housing & Equity Director

Date: January 28, 2025

Re: Consider Approval of the Community Navigator Demonstration Program

ITEM SUMMARY/OVERVIEW

The item was discussed at the January 14, 2025, Town Board meeting. Since that meeting, the following changes have been made based on community and Town Board feedback:

- Additional reporting metrics and measures have been added to Exhibit 2 in the Service Contract with Legacy on the Westside.
- Additional reporting metrics were added to the last slide of the presentation.

The Community Navigator Demonstration Program coordinates efforts of outreach, resource coordination, problem solving, intervention, advocacy, community building, and increasing the visibility of Town, County, State, Federal, and Non-profit services within the broader community.

In this role, the non-profit administering the program will be at the forefront of direct support and intervention, working to empower community members on their journey towards safety, stability, and independence. By conducting comprehensive assessments, listening to community members, building relationships, and identifying issues preemptively, the program navigator(s) will identify the unique strengths and needs of each household and make appropriate referrals to address social, environmental, medical, housing, and health challenges. This role seeks to address Social Determinants and Drivers of Health through community advocacy and resource alignment.

What are the social determinants/drivers of health (SDOH)?

SDOH are the conditions in the environment where people are born, live, work, play, worship, and age that affect a wide range of social, physical, and mental health, functioning, and quality of life outcomes and risks. The categories of SDOH this role can touch, but are not limited, is:

Economic Stability

Education Access and Quality

Healthcare Access and Quality

Neighborhood and Built Environment

Social and Community Context

Food Security and Access

What is the evolution of this?

In the budget process, the Town Board approved \$20,000 for a potential program or position, with the request that any proposal come back before the Board. The \$20,000 was previously encumbered by the Town Board for this program through the budget process. Town staff have met with stakeholders to iterate, scope out, and edit the final program requirements. This includes the implementation of a compliance process to monitor the effectiveness of this demonstration program through qualitative data and impacts.

Who are the partners in this work?

Legacy on the Westside will demonstrate the Community Navigator Program. They will utilize their expertise, lived experience, relationships, and informal networks to aide community members and households in navigating resources and removing barriers to programmatic participation.

Trane has agreed to match the Town's contribution of \$20,000 with a match of \$20,000. Trane's contribution will be paid directly to Legacy on the Westside. This brings the initial funding for this demonstration program to \$40,000 to help support infrastructure development, resource allocation, and non-profit staff time.

What role will Town staff play?

Town staff will administer a contract for services with a non-profit organization to provide this service starting as a demonstration program. Town staff will meet monthly to provide direct support to the navigators, help build formal relationships, expand knowledge of existing and upcoming resources, and work through pinchpoints created from local government and institutional barriers. Town staff will leverage existing relationships and bring into contact with the navigator program.

How does this align with the Town's goals?

This program aligns with Town goals around equity, engagement, sustainability, and operational excellence.

ACTION/PROPOSED MOTION

Motion to approve the Community Navigator Demonstration program.

RELATED TOWN GOALS**Strategic Plan Alignment**

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.

Core Values

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

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

Affordable Living, Equity & Inclusion - Work together to foster a culture of equity, belonging, inclusion, and advance the Town's Affordable Housing program. Provide, create, and support opportunities for all. Treat everyone with respect, dignity, and recognize every voice.

NEXT STEPS

**TOWN OF DAVIDSON
CONTRACT FOR SERVICES**

This Contract ("Contract") is made and entered into to be effective **January 28, 2025** ("Effective Date") between Town of Davidson (the "**Town**") and **Legacy on the Westside, Inc** (the "Vendor" or "Contractor"). For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Controlling Principles:

- a. Vendor recognizes that the Services that are the subject of this Agreement are and shall always be conducted for the public good and in a manner that complies with any and all laws, rules and regulations that may apply to the Services.
- b. Vendor will, at all times, conduct their activities in a non-discriminatory manner and pursuant to policies established by the Town and as required by statute.
- c. Vendor understands that it **DOES NOT** have the right nor the authority to make a binding obligation on behalf of the Town except as may be specifically delegated in this Agreement or in subsequent action of the Town.

2. Obligations of the Vendor; Description of Products and Services Provided.

- A. Vendor agrees to provide the professional services (the "Services") as more particularly described on the Scope of Work attached hereto and incorporated herein by reference as **Exhibit 1**.
- B. The term of this Contract shall be from the Effective Date **January 28, 2025 – June 30, 2025**.
- C. This Contract does not grant the Vendor the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Vendor (or not at all) at the discretion of the Town.
- D. The Vendor shall begin work immediately upon issuance of a written notice to proceed. The Vendor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Vendor represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, shall be complete, accurate, and unambiguous.

3. Obligations of the Town. The Town hereby agrees to pay to the Vendor for the faithful performance of this Contract an amount not to exceed dollar amount (\$20,000).

4. Town's Project Coordinator. **Alexander Cahill** is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Vendor's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.

5. Primary Client Contact for the Vendor. **Cherese Spand** is designated as the Primary Contact for the Vendor **Legacy on the WestSide INC.** The Primary Contact is fully authorized to act on behalf of the Vendor in connection with this Contract.

6. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's Chief Finance Officer with a copy to the Town's Project Coordinator. The Town will not pay in advance without the prior

approval of the Town's Finance Officer. Payment shall be made in 2 lump sums of \$10,000 each, the first payment within 30 days of the contract effective date and the second payment within 30 days of March 1, 2025..

7. Reporting Requirements. Vendor shall provide monthly reporting to the Town on or before the 15th day of the month after services were performed to include the information set forth on **Exhibit 2** attached hereto and incorporated herein by reference.
8. Standard Terms and Conditions: The Vendor agrees to the Standard Terms and Conditions set forth as **Attachment A** attached hereto and incorporated herein by reference.
9. Use of Federal Funds. If the source of funds for this Contract is federal funds, all applicable federal laws, regulations and provisions apply, specifically including (without limitation) the following federal provisions that apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
10. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

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

Legacy Davidson Westside, Inc.

Signature of Authorized Representative Date

the Vendor's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Town of Davidson

Signature of Authorized Representative Date

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

Control Act.

Attachment A

Standard Terms and Conditions (All Contracts)

1. **Defined Terms.** "Contract" means the agreement between the Town and Vendor which consists of the applicable Contract Documents. "Contract Documents" means: (i) any applicable purchase order between Vendor and the Town specifically including all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids and Vendor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Vendor and the Town that deals with the same subject matter. "Goods" means any supplies, materials, products or other tangible personal property provided by Vendor to the Town. "Purchase Order" mean any applicable purchase order issued by the Town. "Services" means services, specifically including without limitation construction services, design services, professional or consulting services and software as a service, The "Town" means the Town of Davidson. "Vendor" means the party contracting with the Town and includes individual and entities that may be referred to in Contract Documents as "vendor", "seller", "service provider", or "contractor".
2. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
3. **Compliance with All Laws.** Vendor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Vendor to proceed may be terminated immediately by written notice if the Town determines that Vendor, its agent or another representative, has violated any provision of law.
4. **Nondiscrimination.** During the performance of the Contract, the Vendor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
5. **Conflict of Interest.** The Vendor represents and warrants that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. the Vendor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
6. **No Gratuities to the Town.** The right of the Vendor to proceed may be terminated by written notice if the Town determines that the Vendor, its agent or another representative offered or gave a gratuity to an official or employee of the Town in violation of policies of the Town.
7. **No Kickbacks to the Vendor.** The Vendor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Vendor has grounds to believe that a violation of this clause may have occurred, the Vendor shall promptly report to the Town in writing the possible violation.
8. **E-Verification.** The Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
9. **Indemnification.** The Vendor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Vendor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of the Vendor's breach of the terms and conditions of the Contract. In the event the Vendor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the Town in the performance of the Contract Documents, the Vendor agrees that it will indemnify and hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
10. **Insurance.** Unless such insurance requirements are waived or modified by the Town, the Vendor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following

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

11. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to the Vendor. If the Contract is terminated by the Town in accordance with this paragraph, the Vendor will be paid for Services actually delivered or performed.
12. Termination for Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Vendor. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Vendor shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
13. Contract Funding. It is understood and agreed between the Vendor and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Vendor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. the Town shall not be liable to the Vendor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
14. Improper Payments. The Vendor shall assume all risks attendant to any improper expenditure of funds under the Contract. The Vendor shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Vendor shall make such refunds within 30 days after the Town notifies the Vendor in writing that a payment has been determined to be improper.
15. Contract Transfer. The Vendor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
16. Contract Personnel. The Vendor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
17. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Vendor.
18. Relationship of Parties. The Vendor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Vendor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Vendor and the Town. Employees of the Vendor shall remain subject to the exclusive control and supervision of the Vendor, which is solely responsible for their compensation.
19. No Advertisement. The Contract will not be used in connection with any advertising by the Vendor without prior written approval by the Town.
20. No Pre-Judgment or Post-Judgment Interest. In the event of any action by the Vendor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Vendor specifically waives any claim for interest.

21. Confidential Information. Personal Information: If, during the Vendor's performance of the Contract, Vendor should obtain any information pertaining to employees of the Town's personnel records, Vendor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) the Vendor agrees that it will at all times hold in confidence for the Town all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by the Town to the Vendor in connection herewith or procured, developed, produced, manufactured or fabricated by the Vendor in connection herewith or procured, developed, produced, manufactured or fabricated by the Vendor in connection with the Vendor's performance hereunder (collectively, "Information"). The Vendor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. The Vendor shall not, without the prior written consent of the Town, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of the Vendor hereunder. Any technical knowledge or information of the Vendor which the Vendor shall have disclosed or may hereafter disclose to the Town in connection with the Services or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by the Town, be deemed to be confidential or proprietary information and shall be acquired by the Town free from any restrictions as part of the consideration of the Contract.
22. Intellectual Property. The Vendor agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
23. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
24. No Third-Party Benefits. The Contract shall not be considered by the Vendor to create any benefits on behalf of any third party. The Vendor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
25. Force Majeure. If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.
26. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
27. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Vendor hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. the Vendor may not assign, pledge, or in any manner encumber the Vendor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
28. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

EXHIBIT 1

SCOPE OF WORK

Community Navigator Demonstration Program

Program Description

The Community Navigator Demonstration Program coordinates efforts of outreach, resource coordination, problem solving, intervention, advocacy, community building, and increasing the visibility of Town, County, State, Federal, and Non-profit services within the broader community.

In this role, the non-profit administering the program will be at the forefront of direct support and intervention, working to empower community members on their journey towards safety, stability, and independence. By conducting comprehensive assessments, listening to community members, and identifying issues preemptively, you will identify the unique strengths and needs of each household and make appropriate referrals to address social, environmental, medical, housing, and health challenges. This role seeks to address Social Determinants and Drivers of Health through community advocacy and resource alignment.

What are the social determinants/drivers of health (SDOH)?

SDOH are the conditions in the environment where people are born, live, work, play, worship, and age that affect a wide range of social, physical, and mental health, functioning, and quality of life outcomes and risks. The categories of SDOH this role can touch, but are not limited, is:

- Economic Stability
- Food Security and Access
- Education Access and Quality
- Healthcare Access and Quality
- Neighborhood and Built Environment
- Social and Community Context

Roles and Responsibilities of Service Provider

1. Establishes linkages with all agencies and service providers in the broader community.
2. Refers and links the residents of the community to service providers in the broader community; including interdisciplinary, non-medical case management, personal assistance, food security, transportation, counseling, preventive health screens/wellness and legal advocacy.
3. Educates community members on tenant rights, landlord responsibilities, etc., providing advocacy as appropriate.
4. Develops comprehensive case plans.
5. Develops a “housing first” strategy in community touchpoints. Support participants in finding and securing safe, affordable housing first.
6. Monitors the ongoing provision of services from community agencies and keeps the Town current with the progress of households.
7. Helps community members build informal support networks with other households, family, and friends.
8. Provide advocacy for and to residents in the obligations and rights of tenancy or coordinates such training.

9. Educates community members and staff in other organizations on issues related to aging in place and service coordination, to help them better work with and assist community members.
10. Serve as a liaison to provide mediation and advocacy with community member/landlord on behalf of the community member to develop a workable plan to obtain and/or maintain housing.
11. Develop or maintain familiarity with community resources and referral processes necessary to access social service and housing resources.
12. Provide coordinated entry and intake assessments for participants seeking housing support, identifying housing service needs and coordinating initial services.
13. Help households access resources for housing related assistance (i.e. furniture procurement, utility assistance, etc.).
14. Advocate with managers and owners for tenancy and negotiate move-in costs.
15. Provide mobile advocacy and community engagement as needed.
16. Coordinate connection with other services as needed.
17. Determine community member eligibility for Town/federal/state programs.
18. Establish and enhance relationships with partners and stakeholders including landlords and property providers.
19. Educate community members on the Town's affordable housing program.
20. Provide community members with assistance in seeking housing, mental health, employment, financial assistance, and other needed services.
21. Maintain up-to-date records for documentation of case activity, including electronic case management data entry.
22. Prepare a variety of reports, including monthly reports to the Town.
23. Attending and helping facilitate workshops on financial intelligence, housing opportunities, and other applicable topics, as needed.
24. Engage housing-vulnerable community members in their housing challenges and assist them through the process to work towards greater housing security.
25. Facilitate connections to sustainability programs and resources including, but not limited to:
 - a. Facilitate connection to Duke Energy House Calls
 - b. Facilitate connection to Low-income energy assistance (LIEAP)
 - c. Facilitate connection to NC Home Energy Efficiency Programs
 - d. Facilitate connection to Solarize Program
 - e. Facilitate connection to Duke Energy Power Pair Program
 - f. Facilitate connection to Davidson composts
 - g. Home energy-efficiency improvements rebates available through the IRS such as new doors, windows, insulation, energy audits, heat pumps, HVAC, etc.
26. Provide an annual report/update report to the Town's Director of Affordable Housing and Equity Director.

EXHIBIT 2

Reporting Requirements

A monthly report will be submitted to the Town. This report will include the form included in this packet by the Town, and shall include:

- Activities performed under the grant funds; in addition:
- **Household Engagement Metrics:** Community touchpoints including number of households contacted and medium; community satisfaction surveys; time taken to connect households with necessary services; percent of households saying they experienced a reduction in barriers to accessing services (e.g., transportation, language barriers) due to the navigator program
- **Outcome Management:** Tracking how many community members apply to and for local, state, or non-profit services; percentage of individuals who attend scheduled appointments, completed paperwork accurately, or completed necessary steps; number of households participating in energy audits increases; increased awareness of available resources within the community as collected through surveys
- **Impact Assessment:** Quantitative data on how the program addresses key social drivers of health such as food security, education, and healthcare access as related to overall equity indicators; Reduced feeling of social isolation as described by household through surveys; percent of households saying there are experiencing housing insecurity decreases



Community Navigator Demonstration Program

Alexander D. Cahill
Affordable Housing & Equity Director
January 28, 2025

www.townofdavidson.org

What Strategic Priorities Does this Align With?

1. Climate Action Plan
2. Strategic Plan Goal of Affordable Living, Equity, and Inclusion
3. Comprehensive Plan

Background

- The Town Board previously appropriated \$20,000 towards the launch of a community navigator-type program under the condition any program launch came back before the Town Board.
- Town staff and Commissioner Justus met with Trane, who has committed to a 1:1 match.
- Legacy also received a 2024 Non-Profit grant in the amount of \$3,000.

Town Contribution	Trane Technologies Contribution	Total
\$20,000	\$20,000	\$40,000

- These funds may be used to pay staff, set up an office, procure software, advance training skills, etc.

What is the Community Navigator Demonstration Program?

The Community Navigator Demonstration Program aims to coordinate efforts of outreach, resource alignment, problem-solving, intervention, advocacy, community building, and increasing the visibility of Town, County, State, Federal, and Non-profit services with and within the broader community. The demonstration program aims to fill the gap between existing resources, and community member access to these resources, removing barriers to access that may be created by the very agencies that provide these resources.

Why is this a Demonstration Program?

The Community Navigator is being designed as a demonstration program for three (3) reasons:

1. To align with how Trane Technologies sets up programs they fund;
2. To ensure the program can respond to changing dynamics and adapt; as we anticipate its growth;
3. To measure the program's qualitative effectiveness at the end of the demonstration period.

Who is Legacy on the Westside?

Vision: Revitalize and transform our community into a vibrant, safe, and attractive place to live and work that builds pride in its residents and attracts new developments of affordable homes and businesses, focusing on empowering all individuals and strengthening families.

Mission: The preservation of the historic neighborhood and longtime residents of Davidson, by providing a secure environment that will reinforce and restore their lives through faith education, strength, and determination that will leave a legacy for generations to come.



Why is this important to Davidson?

A community navigator program helps make the connection between these drivers of health through resource alignment, community touchpoints, and active case management. It also supports staff who don't have the bandwidth to engage in active case management.

Social Determinants/Drivers of Health (SDOH) are the conditions in the environment where people are born, live, work, play, worship, and age that affect a wide range of social, physical, and mental health, functioning, and quality of life outcomes and risks. The categories of SDOH this role can touch but are not limited to, are:

- **Economic Stability**
- **Food Security and Access**
- **Education Access and Quality**
- **Healthcare Access and Quality**
- **Neighborhood and Built Environment**
- **Social and Community Context**

Responsibilities of the Community Navigator Program

- **Establish linkages** with agencies and service providers in the broader community. Refers and links the residents of the community to service providers in the broader community; including interdisciplinary, non-medical case management, personal assistance, food security, transportation, counseling, housing, and legal advocacy. Provide community members with assistance in seeking housing, mental health, employment, financial assistance, and other needed services.
- **Educate community members** on tenant rights, landlord responsibilities, etc., providing advocacy as appropriate. Develop or maintain familiarity with community resources and referral processes necessary to access social services and housing resources.
- **Build relationships and trust** among and between our community and local agencies.

What are the Intended Outcomes?

Our goal for the Community Navigator Demonstration Program is to:

- Reduce the number of people experiencing housing insecurity in the Town of Davidson.
- Reduce the number of residents currently unable to submit completed applications for various assistance programs.
- Build trust and confidence between residents and the agencies that serve them.

What does Town support look like?

- Affordable Housing & Equity and Parks & the Town's Sustainability Manager will meet with the navigators monthly to check - in, provide support, review progress, and review reporting associated and required as part of the program's service agreement.
- Town staff will continue to educate the navigators on community programs, services, and opportunities available to residents.

What Happens at the end of the Demonstration Period?

Present – June 2025

Town staff will support and monitor the program's progress and support the navigators through monthly check-in meetings

June 30, 2025

Initial Contract & Demonstration Period Ends

July 2025

Town Staff will analyze monthly reporting metrics and evaluate the progress of intended outcomes

Town Staff will perform an overall assessment of the Community Navigator Demonstration Program

August 2025

Town staff will provide an overview and update to the Town Board

- After the initial contract ends 6/30/25 (the end of the demonstration period) Town staff will analyze the monthly reporting metrics to see if there is movement on any of the intended outcomes
- Town staff will perform an assessment of the demonstration program
- Town staff will report back to Town Board in July/August of 2025

How will we measure this?

Monthly Monitoring

1. **Household Engagement Metrics:** Community touchpoints including number of households contacted and medium; community satisfaction surveys; time taken to connect households with necessary services; percent of households saying they experienced a reduction in barriers to accessing services (e.g., transportation, language barriers) due to the navigator program
2. **Outcome Management:** Tracking how many community members apply to and for local, state, or non-profit services; percentage of individuals who attend scheduled appointments, completed paperwork accurately, or completed necessary steps; number of households participating in energy audits.

Long-Term Monitoring

1. **Outcome Management:** Increased awareness of available resources within the community as collected through surveys.
2. **Impact Assessment:** Quantitative data on how the program addresses key social drivers of health such as food security, education, and healthcare access as related to overall equity indicators; Reduced feeling of social isolation as described by household through surveys; percent of households saying there are experiencing housing insecurity decreases.

Motion: Consider approval of the
Community Navigator
Demonstration program.





AGENDA MEMO

To: Davidson Board of Commissioners
From: Ryan Monteith, Fire Chief
Date: January 28, 2025
Re: MEDIC Response Configuration Update

ITEM SUMMARY/OVERVIEW

MEDIC (Mecklenburg EMS Agency) developed a new response configuration in early 2023. The Response Configuration was developed with the intent of preserving EMS resources for higher acuity EMS calls. The fire department has been collecting internal data to determine if the Response Configuration is having a negative effect on Davidson Fire Department resources. The fire chief will provide the Board of Commissioners an update on the Response Configuration, fire department specific data, and updates provided by MEDIC leadership in October 2024.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

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

NEXT STEPS

This item is for discussion only.



MEDIC Response Configuration Update

J. Ryan Monteith Fire Chief
January 28, 2025

www.townofdavidson.org

MEDIC Response Configuration Update

- Response Configuration went into effect on April 17th, 2023
- Configuration intended to shift EMS resources to higher acuity calls
- EMS call types are filtered by dispatchers and placed into dispatch criteria to determine appropriate EMS response
- Some call types will receive an ambulance response, and some will only receive the appropriate First Responder agency

MEDIC-Predicted System Calls (pre-April 17, 2023)

Call Type	Response Time Target	Primary Medic Resource	First Responder Resource	Lights & Sirens	Predicted % Call Volume
First Responder (Only)	FR Only	N/A	Y - Fire	Yes (Hot) No (Cold)	18.7%
Alpha	60 Minutes	BLS	No	No	9.7%
Bravo	30 Minutes	BLS	Y - Fire	No	9.2 %
Bravo – No FR	30 Minutes	BLS	No	No	12.3%
Charlie	15 Minutes	BLS	Y - Fire	N/Y	11.3%
Charlie – No FR	15 Minutes	BLS	N	N/Y	9.8%
Delta / Echo	11 Minutes	ALS	Y - Fire	Yes	19.6%

Davidson Fire Department (DFD) Data

- DFD began tracking EMS-related data about Response Configuration. (*EMS Call Types, Unit Utilization Times, MEDIC response times, Responding EMS agency*)
- Have seen decrease in DFD response to EMS call volume since the start of the Response Configuration.
- DFD EMS call volume represented **749** calls for service or **(43.55%)** of total call volume in 2023. EMS call volume represented **659** calls for service or **(42.08%)** of total call volume in 2024.
- Seeing a monthly reduction of 5 to 10 EMS calls based on historical data.
- Overall unit utilization time for DFD apparatus in 2024 was an average of **22:33**.
- There have been (34) EMS calls since April 17, 2023, where the ambulance response time was greater than 30 minutes.
- **91.2%** of “Charlie” dispatched calls have had an emergency response from DFD since April 17th, 2023.

Comparative EMS Data *(Starting April 17th, 2023)*

EMS Call Types	System Wide Predicted	DFD Actual Data
First Responder (Hot)	N/A	165 (12.3%)
First Responder (Cold)	N/A	117 (8.7%)
First Responder (Combined/MEDIC)	18.7%	N/A
Alpha	9.7%	61 (4.6%)
Bravo	9.2%	176 (13.1%)
Charlie	11.3%	383 (28.6%)
Delta	N/A	388 (29%)
Echo	N/A	48 (3.6%)
Delta/Echo (Combined/MEDIC)	19.6%	N/A

Updates from MEDIC

Town staff met with MEDIC in October 2024 and below are updates identified:

- MEDIC changed some dispatch protocols based on Davidson-specific incidents
- MEDIC hired (152) EMT's and (18) Paramedics since April 2023
- MEDIC had a 30% vacancy rate for 2023, and they are currently staffed to the funded level for 2024
- MEDIC's target is to be fully staffed with future budget requests
- MEDIC is looking at additional options for supplemental responses such as Quick Response Vehicles
- Town of Davidson and Cornelius did ask MEDIC to revert to the original response plan for the towns at the October meeting which would send the Fire Departments to some of the lower acuity calls. MEDIC does not support this, and the request was denied.
- No changes to the current MEDIC contract with the Town of Davidson. Charlotte and Huntersville have executed the 180-day termination notice on their first responder contracts.
- County Fire Chiefs are now meeting with MEDIC once a month to discuss issues

Requests for MEDIC/Mecklenburg County

- Ensure MEDIC is fully staffed
- Support MEDIC implementing Quick Response Vehicles (QRV's)
- Provide closest response vehicle technology for all responders
- MEDIC to revise response zones to more appropriately represent geographic and Town population areas, such as a North Mecklenburg zone that incorporates all or portions of Huntersville, Cornelius, and Davidson
- Track and regularly report response data for each municipality
- Locate two ALS-staffed ambulances 24/7 in North Mecklenburg
- Increase funding to reimburse for EMS services provided by the town fire departments, with the first step being to commission an independent, third-party study to evaluate the costs

Next Steps

- Town Staff will continue to meet with MEDIC representatives monthly to discuss concerns/issues identified with their Response Configuration.
- Continue tracking internal data to ensure no operational deficiencies within the Davidson Fire Department.
- Continue to be an advocate for the residents of Davidson.
- Davidson Fire Department will continue to deliver high-level EMS service.
- Elected officials and staff advocate for fulfilling the requests with MEDIC/County.

DISCUSSION



STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

DATE: November 1, 2024

PETITION FOR VOLUNTARY CONTIGUOUS ANNEXATION

TO THE HONORABLE MAYOR AND TOWN BOARD OF COMMISSIONERS OF
THE TOWN OF DAVIDSON, NORTH CAROLINA:

1. We, the undersigned owners of real property believe that the area described in paragraph 2 below meets the requirements of G.S 160A-31 and respectfully request that the area described in paragraph 2 below be annexed to the Town of Davidson.
2. The area to be annexed is contiguous to the Town of Davidson, and the boundaries of such territory are as follows:

(A legally acceptable description of the property must be inserted here, after it has been approved by the Town Attorney.)

WHEREFORE, your petitioner(s) respectfully requests that the aforementioned property be annexed by the Town of Davidson, North Carolina.

IN WITNESS WHEREOF, your petitioner(s) has caused this instrument to be executed on the 14th day of November, 20 ~~24~~.

PETITIONER(S)

(This petition must be signed by the owners of each parcel proposed for annexation; attach additional sheets, if necessary)

<u>Name</u>	<u>Address</u>
<u>Davidson's Edge, LLC, a NC</u>	<u>P.O. Box 520</u>
<u>limited liability company, by</u>	<u>Cornelius, NC 28031</u>
<u>Gordon Cashion, Member</u>	<u></u>

(NOTE: If the property is owned by a corporation or entity other than a private individual, a responsible corporate officer must sign as petitioner with an attestation by a second corporate officer and the corporate seal affixed. In addition, the execution of the **petition must be notarized.**)

Accuracy of Legal Description Approved:

Town Attorney

Attached hereto is a Corporate Resolution authorizing the submission of this Petition by all Members of Davidson's Edge, LLC.
APPROVED 08-28-2018

STATE OF NORTH CAROLINA

VERIFICATION

COUNTY OF MECKLENBURG

D. Gordon Cashion, being first duly sworn, deposes and says the following: that he is a Member of Davidson's Edge, LLC, a North Carolina limited liability Company; that he has the authorization to sign the attached Annexation Petition on behalf of the Company; that he has read the attached Petition for Voluntary Contiguous Annexation and the accompanying attachments and the same are true of his own knowledge, or are based on items found in the public records of Mecklenburg County, North Carolina, which he believes to be true.

D. Gordon Cashion (SEAL)
D. Gordon Cashion

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Laura Snider Baker, a Notary Public for Mecklenburg County, North Carolina, do hereby certify David Gordon Cashion, as Member of Davidson's Edge, LLC, personally appeared before me this 14th day of November, 20 24, and acknowledged the due execution of the foregoing instrument.

Laura Snider Baker
Notary Public: Laura Snider Baker
My Commission Expires: 9/21/28

(SEAL)

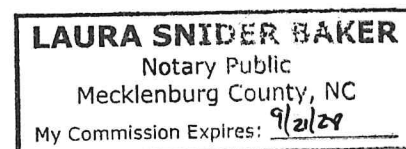


Exhibit "A"

TRACT ONE: 19217 (Lot No. 4) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 599.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 261.64 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 16-56-15 East 115.87 feet to a point; (2) South 18-07-39 East 54.18 feet to a railroad spike; thence South 73-55-39 West 265.41 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 east 170.00 feet to the point and place of BEGINNING and containing 1.027 acres, more or less, and being a portion of Howard L. Bostian property as described in Deed Book 1184, at Page 315, Mecklenburg County Registry, and being shown as Lot No. 4 on that certain survey prepared by Rufus J. Love, registered Surveyor, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

TRACT TWO: 19227 (Lot No. 5) Shearer Road

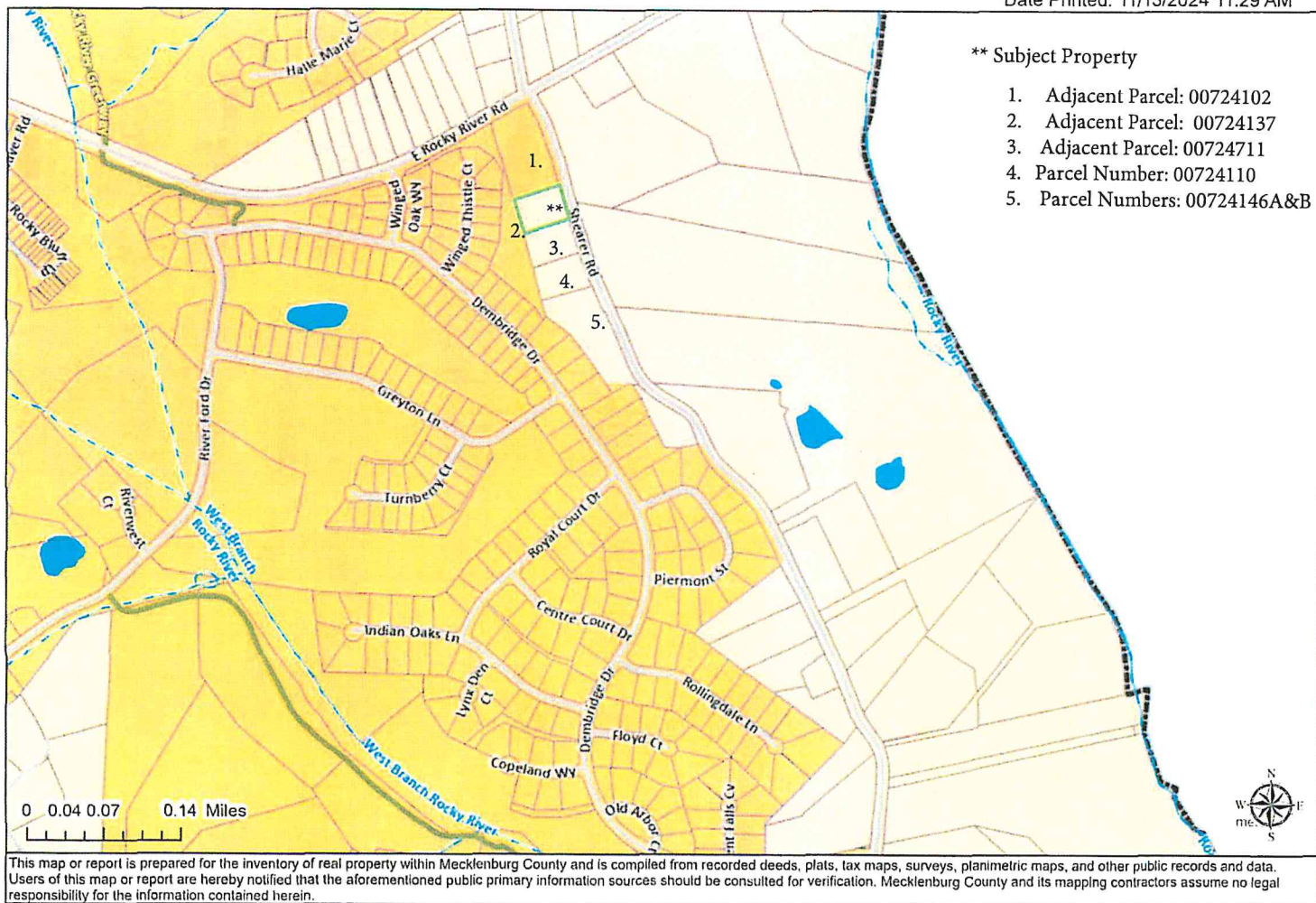
BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 429.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 259.96 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 15-42-02 East 23.60 feet; (2) South 16-26-15 East 53.48 feet to a nail and cap; (3) South 16-56-15 East 92.93 feet to a railroad spike; Thence South 73-55-39 West 261.64 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 West 170.00 feet to the point and place of BEGINNING and containing 1.017 acres, more or less, and being a portion of the Howard L. Bostian property as described in Deed Book 1184, at page 315, Mecklenburg County Registry, and being shown as Lot No. 5 on that certain survey prepared by Rufus J. Love, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

Title to the property hereinabove described is subject to the following exceptions:
This conveyance is made subject to all restrictions, easements and right of way of record, including those for utilities and public roadways.

[illegible]

Polaris Map – Mecklenburg County, North Carolina

Date Printed: 11/13/2024 11:29 AM





CERTIFICATE OF SUFFICIENCY

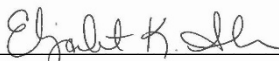
19227 Shearer Road (Parcel #00724112)

To the Board of Commissioners of the Town of Davidson, North Carolina:

I, Elizabeth K. Shores, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition from Davidson's Edge, LLC contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Davidson primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.
- d. The parcel subject to this Annexation Petition is already subject to the Town of Davidson's zoning jurisdiction. The owner claims all vested rights that attach to the site pursuant to all issued and valid permits.

In witness, whereof, I have hereunto set my hand and affixed the seal of the Town of Davidson, this 10th day of December, 2024.


Elizabeth K. Shores, Town Clerk

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

DATE: November 1, 2024

PETITION FOR VOLUNTARY CONTIGUOUS ANNEXATION

TO THE HONORABLE MAYOR AND TOWN BOARD OF COMMISSIONERS OF
THE TOWN OF DAVIDSON, NORTH CAROLINA:

1. We, the undersigned owners of real property believe that the area described in paragraph 2 below meets the requirements of G.S 160A-31 and respectfully request that the area described in paragraph 2 below be annexed to the Town of Davidson.
2. The area to be annexed is contiguous to the Town of Davidson, and the boundaries of such territory are as follows:

(A legally acceptable description of the property must be inserted here, after it has been approved by the Town Attorney.)

WHEREFORE, your petitioner(s) respectfully requests that the aforementioned property be annexed by the Town of Davidson, North Carolina.

IN WITNESS WHEREOF, your petitioner(s) has caused this instrument to be executed on the 14th day of November, 20 ~~24~~.

PETITIONER(S)

(This petition must be signed by the owners of each parcel proposed for annexation; attach additional sheets, if necessary)

<u>Name</u>	<u>Address</u>
<u>Davidson's Edge, LLC, a NC</u>	<u>P.O. Box 520</u>
<u>limited liability company, by</u>	<u>Cornelius, NC 28031</u>
<u>Gordon Cashion, Member</u>	<u></u>

(NOTE: If the property is owned by a corporation or entity other than a private individual, a responsible corporate officer must sign as petitioner with an attestation by a second corporate officer and the corporate seal affixed. In addition, the execution of the **petition must be notarized.**)

Accuracy of Legal Description Approved:

Town Attorney

Attached hereto is a Corporate Resolution authorizing the submission of this Petition by all Members of Davidson's Edge, LLC.
APPROVED 08-28-2018

STATE OF NORTH CAROLINA

VERIFICATION

COUNTY OF MECKLENBURG

D. Gordon Cashion, being first duly sworn, deposes and says the following: that he is a Member of Davidson's Edge, LLC, a North Carolina limited liability Company; that he has the authorization to sign the attached Annexation Petition on behalf of the Company; that he has read the attached Petition for Voluntary Contiguous Annexation and the accompanying attachments and the same are true of his own knowledge, or are based on items found in the public records of Mecklenburg County, North Carolina, which he believes to be true.

D. Gordon Cashion (SEAL)
D. Gordon Cashion

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Laura Snider Baker, a Notary Public for Mecklenburg County, North Carolina, do hereby certify David Gordon Cashion, as Member of Davidson's Edge, LLC, personally appeared before me this 14th day of November, 20 24, and acknowledged the due execution of the foregoing instrument.

Laura Snider Baker
Notary Public: Laura Snider Baker
My Commission Expires: 9/21/28

(SEAL)

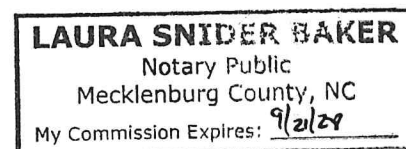


Exhibit "A"

TRACT ONE: 19217 (Lot No. 4) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 599.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 261.64 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 16-56-15 East 115.87 feet to a point; (2) South 18-07-39 East 54.18 feet to a railroad spike; thence South 73-55-39 West 265.41 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 east 170.00 feet to the point and place of BEGINNING and containing 1.027 acres, more or less, and being a portion of Howard L. Bostian property as described in Deed Book 1184, at Page 315, Mecklenburg County Registry, and being shown as Lot No. 4 on that certain survey prepared by Rufus J. Love, registered Surveyor, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

TRACT TWO: 19227 (Lot No. 5) Shearer Road

BEGINNING at an iron pin which is located in the line of Pamela L. Ponder (see Deed Book 5862, at Page 718), said point of beginning being located South 16-02-38 East 429.66 feet from a nail in the center of East Rocky River Road (SR 2420), said nail being also located at a common corner of Ponder and HL Bostian and running thence with said beginning point North 73-55-39 East 259.96 feet to a railroad spike in the center of Shearer Road (SR 2418); thence with the center of said road as follows: (1) South 15-42-02 East 23.60 feet; (2) South 16-26-15 East 53.48 feet to a nail and cap; (3) South 16-56-15 East 92.93 feet to a railroad spike; Thence South 73-55-39 West 261.64 feet to an iron pin in the line of Ponder; thence with the line of Ponder North 16-02-38 West 170.00 feet to the point and place of BEGINNING and containing 1.017 acres, more or less, and being a portion of the Howard L. Bostian property as described in Deed Book 1184, at page 315, Mecklenburg County Registry, and being shown as Lot No. 5 on that certain survey prepared by Rufus J. Love, dated June 29, 1990 Recorded in Plat Book 24 at page 165, Mecklenburg County Public Registry.

Title to the property hereinabove described is subject to the following exceptions:
This conveyance is made subject to all restrictions, easements and right of way of record, including those for utilities and public roadways.

Polaris Map – Mecklenburg County, North Carolina

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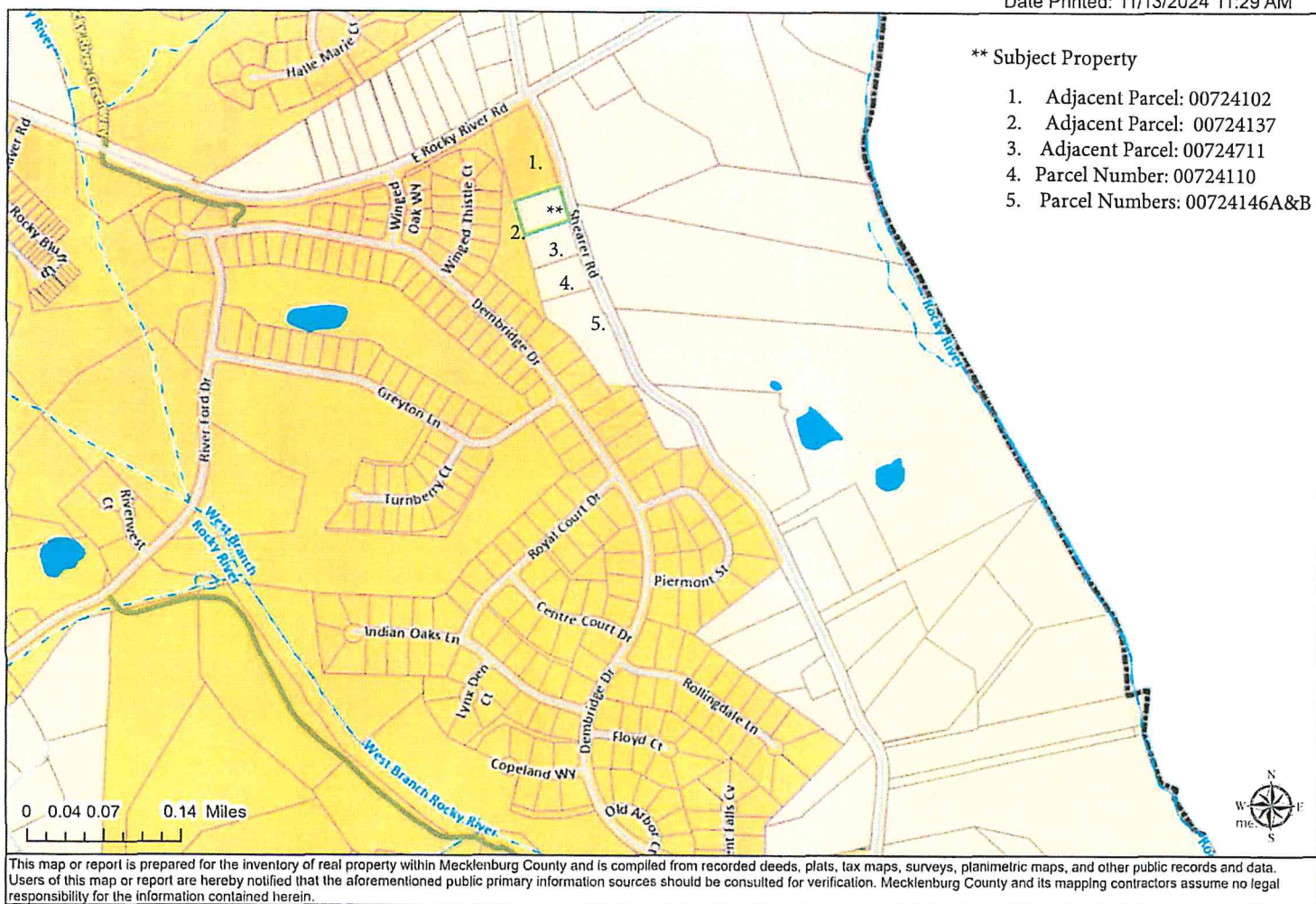


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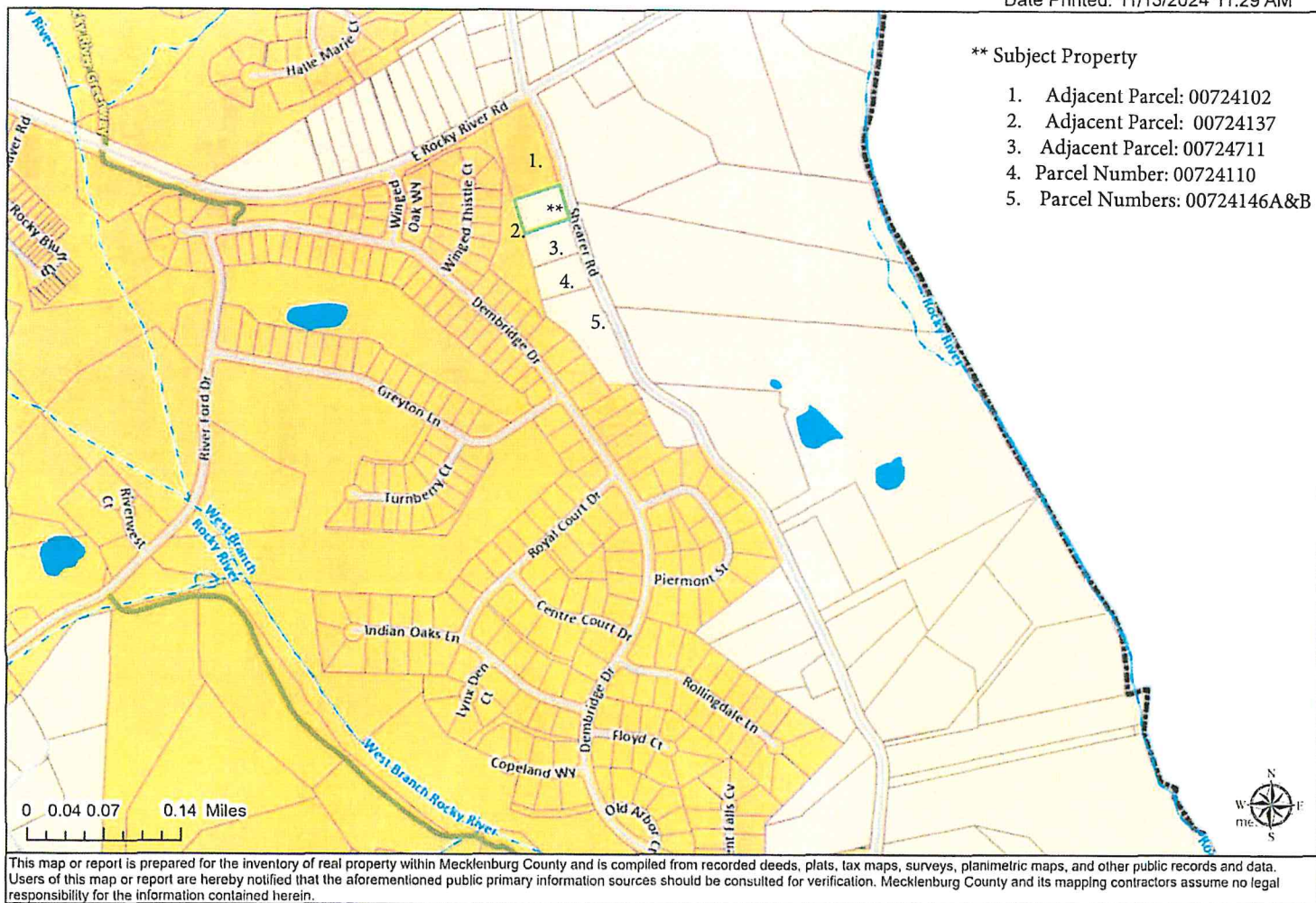
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Polaris Map – Mecklenburg County, North Carolina

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Annexation Staff Analysis

Town of Davidson Staff will review the annexation proposal for consistency with town policy and service impacts. The following staff analysis will be made available to the applicant and interested parties before the public hearing.

Address/Project: 19227 Shearer Road **Application Date:** November 1, 2024

Date of Public Hearing: January 28, 2025

Fire Department
The proposed annexation will have no negative impact upon the Fire Department's service delivery as the subject parcel is already within the Fire Department's service area. The area has adequate water supply, and will not negatively impact the town's fire protection classification rating.
Parks & Recreation
The proposed annexation will have no negative impact upon the Park & Recreation Department's service delivery.
Planning
The Planning Department identifies no policy concerns associated with this proposed annexation.
Police Department
The proposed annexation will have no negative impact upon the Police Department's service delivery.
Public Works
The proposed annexation will have no negative impact upon the Public Works Department's service delivery.



**ORDINANCE 2025-01
TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF DAVIDSON TO
INCLUDE 19227 SHEARER ROAD**

WHEREAS, the Board of Commissioners has been petitioned under NCGS§160A-31 to annex the area described below; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition, and a public hearing on the question of this annexation was held during the Board of Commissioners Meeting at 6:00 p.m. on January 28, 2025, after due notice in the Charlotte Observer on Thursday, January 16, 2025.

WHEREAS, the Board of Commissioners finds that the petition meets the requirements of NCGS§160A-31.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Davidson, North Carolina that:

Section. 1. By virtue of the authority granted by NCGS§ 160A-31, the following described territory is hereby annexed and made part of the Town of Davidson as of January 28, 2025:

(See attached Exhibit A for Metes and Bounds Description)

Section 2. Upon and after January 28, 2025 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Davidson and shall be entitled to the same privileges and benefits as other parts of the Town of Davidson. Said territory shall be subject to municipal taxes according to NCGS§160A 58.10.

Section 3. The Mayor of the Town of Davidson shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Mecklenburg Board of Elections, as required by NCGS§163-288.1.

Adopted this 28th day of January 2025.

ATTEST:

Rusty Knox, Mayor

APPROVED AS TO FORM:

Elizabeth K. Shores, Town Clerk

Karen Wolter, Town Attorney

Exhibit "A"

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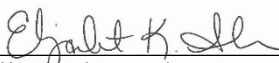
Portion of Catawba Avenue/State Road 2197

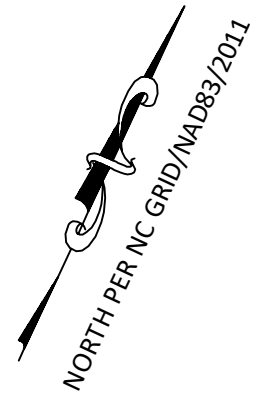
To the Board of Commissioners of the Town of Davidson, North Carolina:

I, Elizabeth K. Shores, do hereby certify that I have investigated the attached plat map and hereby make the following findings:

- a. The Town of Davidson Board of Commissioners would like to assume control of the Portion of Catawba Avenue/State Road 2197 – +2.126 Acres/+92,623 Square Feet per attached Annexation Plat Map, from the NCDOT Secondary Road System. The plat map contains an adequate description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Davidson primary corporate limits, as defined by G.S. 160A-31.

In witness, whereof, I have hereunto set my hand and affixed the seal of the Town of Davidson, this 10th day of December, 2024.


Elizabeth K. Shores, Town Clerk



CURVE	LENGTH	RADIUS	CHORD	CHORD BRG
C1	18.65°	256.45'	18.65°	N 78°20'58" W
C2	25.70°	735.00'	25.70°	S 73°13'33" W
C3	108.16°	735.00'	108.16°	S 68°00'34" W
C4	30.85°	734.80'	30.85°	S 61°56'27" W
C5	1.45°	682.75'	1.45°	N 61°05'04" E
C6	32.10°	794.80'	32.10°	N 62°00'40" E
C7	32.15°	795.00'	32.15°	N 64°52'28" E
C8	78.05°	795.00'	78.05°	N 63°16'12" E
C9	77.90°	795.00'	77.95°	N 69°56'12" E
C10	21.05°	795.00'	21.05°	N 73°15'53" E
C11	14.85°	130.00'	14.85°	S 02°04'31" W
C16	34.50°	20.00'	30.40°	S 05°37'27" E

18335 Old Statesville Rd.
Suite A
Cornelius, N.C. 28031
(704) 765-5134 Phone/Fax

Graphic Scale

100 50 0 100

Scale of Drawing 1 Inch = 100 Feet

CP ○ CALCULATED POINT
 ○ PROPERTY CORNER FOUND (AS DESCRIBED)
 △ MAG-NAIL FOUND

 SUBJECT BOUNDARY LINE (SURVEYED)

 SUBJECT BOUNDARY LINE (NOT SURVEYED)

 ADJOINER BOUNDARY LINE (SURVEYED)

 ADJOINER BOUNDARY LINE (NOT SURVEYED)

 ROAD R/W LINE

5. CONSULT WITH GOVERNING AGENCY FOR PREVAILING LAND DEVELOPMENT AND ZONING REQUIREMENTS PRIOR TO DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.

PRELIMINARY





ORDINANCE 2025-02
TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF DAVIDSON TO
INCLUDE A PORTION OF CATAWBA AVENUE/STATE ROAD 2197

WHEREAS, the Board of Commissioners has been petitioned under NCGS§160A-31 to annex the area described below; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held during the Board of Commissioners Meeting at 6:00 p.m. on January 28, 2025 after due notice in the Charlotte Observer on Thursday, January 16, 2025.

WHEREAS, the Board of Commissioners finds that the petition meets the requirements of NCGS§160A-31.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Davidson, North Carolina that:

Section. 1. By virtue of the authority granted by NCGS§ 160A-31, the following described territory is hereby annexed and made part of the Town of Davidson as of January 28, 2025:

(See page 2 Annexation Plat)

Adopted this 28th day of January 2025.

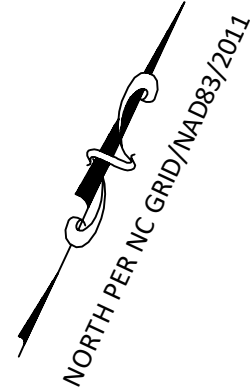
ATTEST:

Rusty Knox, Mayor

APPROVED AS TO FORM:

Elizabeth K. Shores, Town Clerk

Karen Wolter, Town Attorney



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C10	21.05°	795.00'	21.05°	N 73°31'53" E
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18335 Old Statesville Rd.
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 PROPERTY CORNER FOUND (AS DESCRIBED)
 MAG-NAIL FOUND

SUBJECT BOUNDARY LINE (SURVEYED)

 SUBJECT BOUNDARY LINE (NOT SURVEYED)

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PRELIMINARY

