



**Town of Davidson  
Board of Commissioners Regular Meeting  
Town Hall & Community Center Council Chamber – 251 South Street  
Tuesday, January 27, 2026 at 6:00 PM**

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**I. CALL TO ORDER**

**II. ANNOUNCEMENTS / PROCLAMATIONS**

**a. Black History Month**

**III. CHANGES / ADOPTION OF THE AGENDA**

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

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

**V. CONSENT**

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

**a. Consider Approval of Draft December Meeting Minutes**

**Summary:** Draft Meeting Minutes from the December 9 regular meeting.

**b. Consider Approval of Midterm Appointment to the Davidson Public Art Commission**

**Summary:** Advisory board member Lia Newman resigned from the Davidson Public Art Commission (DPAC). The DPAC recommends a midterm appointment of Miki Kato-Starr to serve until December of 2026.

**c. Consider Adoption of Ordinance 2026-01 An Ordinance to Extend the Davidson Main Street Social District**

**Summary:** The new businesses at Sadler Square and 201 South Street have asked to become a part of the Main Street Social District. In 2021, the North Carolina General Assembly passed Session Law 2021-150 which allowed cities to create “social districts” in which individuals over 21 can buy an alcoholic beverage from licensed establishments (i.e. bars, breweries, restaurants) and consume to-go drinks

within a designated common area and within participating businesses. The action needed would be for the town board to approve adding them to the existing Main Street Social District Map. This item was previously discussed at the January 13 meeting. The Board is asked to adopt Ordinance 2026-01 An Ordinance to Extend the Davidson Main Street Social District.

**d. Consider Approval of Resolution 2026-01 Amendment to the Amended and Restated Land Development Services Interlocal Agreement**

**Summary:** In 2003, the Town of Davidson entered into an Interlocal Agreement with Mecklenburg County for “land development services,” not limited to engineering, land development, building code, housing code, soil erosion and sedimentation control, and floodplain within Town limits and ETJ (extraterritorial jurisdiction). Generally, these activities are divided into land development (LD) and building code enforcement (CE). Earlier this year, there was an issue with a building permit in Davidson Pointe (wholly within town limits and in Iredell County) submitted to Mecklenburg County CE. This proposed Interlocal Agreement restates that all parties (Town of Davidson, Mecklenburg County, and Iredell County) agree that Mecklenburg County will manage LD and CE activities within town limits, including those in Iredell County, as has been common practice for over 20 years. This item was discussed at the January 13, 2026, meeting.

**e. Consider Approval of Resolution 2026-02 Amended Code of Ethics**

**Summary:** Public officials are charged with upholding the trust of the citizens of the Town and with obeying all applicable laws. NC law requires all towns to adopt a code of ethics policy. The Town of Davidson General Principles and Code of Ethics Policy became effective December, 2010 and was amended January, 2020 as the Code of Ethics Policy. The Town Attorney and Town staff conducted a review of the current policies and current practices and determined that minor amendments are needed. This item was previously discussed at the January 13 meeting.

**f. Consider Approval of Amended Conflict of Interest Policy**

**Summary:** Public officials are charged with upholding the trust of the citizens of the Town and with obeying all applicable laws. Adoption of a Conflict of Interest Policy is required for federal grant participation (like American Rescue Plan Act) and is a best practice. The Conflict of Interest policy was adopted July, 2023 as a requirement for the Town to accept federal ARPA dollars from Mecklenburg County. The Town Attorney and Town staff conducted a review of the current policies and current practices and determined that minor amendments are needed. This item was previously discussed at the January 13 meeting.

**VI. BUSINESS ITEMS**

**a. Davidson Streetscape Plan Request for Proposals (RFP) Update**

**Presenter:** Jason Burdette, Planning Director, Kim Fleming, Economic Development Director

**Summary:** The Town of Davidson seeks qualified professional design/planning firms for the development of a Downtown Streetscape Plan. This plan represents an

action item from the Davidson Downtown Small Area Plan (2023) which included robust engagement with local businesses and stakeholders. The plan will serve as a guide for targeted streetscape improvements in and around downtown Davidson to implement key initiatives identified in the Downtown Small Area Plan and previous planning efforts. In addition to improving the overall aesthetic in the Downtown business district, other important guiding principles include protecting the Town's historic identity, improving pedestrian safety, connecting Downtown districts to one another and the surrounding blocks, and activating public spaces. A Request for Proposals (RFP) was released on January 12, 2026. All proposals are due March 2, 2026.

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

**b. FY2026 Budget - Revenue Update**

**Presenter:** Pieter Swart, Finance Director

**Summary:** Staff will present an update on FY2026 revenue. During the budget approval process, staff identified potential expenditure items, totaling \$387,750, which would be held until mid-year and could be used to fill a shortfall gap in revenue if needed. Staff has reviewed the revenue status and recommends releasing all but one of the items at this time.

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

**VII. SUMMARIZE MEETING ACTION ITEMS**

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

**VIII. CLOSED SESSION**

**a. NCGS §143-318.11. (a) (3) – Consult with Attorney**

**Summary:** The Board of Commissioners will hold a closed session per NCGS §143-318.11 (a) (3) – Consult with Attorney.

**b. NCGS §143-318.11. (a) (6) – Personnel**

**Summary:** The Board of Commissioners will hold a closed session per NCGS §143-318.11 (a) (6) – Personnel.

**IX. ADJOURN**



**A PROCLAMATION**  
**National Black History Month – February 2026**

**WHEREAS**, Black History Month reminds us of our responsibility to honor the contributions and achievements of Black Americans and their pivotal role in shaping our nation, state, and Town; and

**WHEREAS**, In 1926, Carter G. Woodson and the Association for the Study of African American Life and History proposed a national “Negro History Week,” which was intended to showcase everything students learned about Black history throughout the school year; and

**WHEREAS**, Woodson chose the second week of February to coincide with the birthdays of Frederick Douglass, a famed abolitionist who escaped from slavery, and President Abraham Lincoln, who formally abolished slavery; and

**WHEREAS**, February 1 is National Freedom Day, the anniversary of the approval of the 13th Amendment, which abolished slavery in 1865; and

**WHEREAS**, In 1949, President Harry Truman recognized National Freedom Day and urged citizens to pause to contemplate its significance and in 1976, during the height of the civil rights movement, President Gerald Ford expanded the week into Black History Month; and

**WHEREAS**, The Black History Month 2026 theme, “**A Century of Black History Commemorations**,” celebrates the one-hundred-year anniversary, by highlighting the achievements in the study and celebration of Black History over the past century.

**WHEREAS**, This year’s theme aims to honor the legacy of Dr. Carter G. Woodson who initiated the first Negro History Week in 1926, that later evolved into Black History Month.

**WHEREAS**, The Black community in the Town of Davidson has a rich legacy that has not only endured, but continues to shape the social, cultural, political, and cultural fabric of the Town; and

**WHEREAS**, The Town of Davidson strives to close the outcome gaps for Black Americans through policies and practices that reflect the experiences of Black Americans, ensure greater access and opportunity and honor history, heritage, and contributions.

**NOW, THEREFORE**, I, Mayor Rusty Knox and the Board of Commissioners of the Town of Davidson, do hereby proclaim the Month of February 2026 as Black History Month in the Town of Davidson and encourage all residents to honor Black history and culture.

**Proclaimed** this 27th day of January 2026.

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Rusty Knox  
Mayor



December 9, 2025

**REGULAR MEETING  
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, December 9, 2025 in the Town Hall and Community Center Council Chamber. Present were Mayor Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison Brandon, Autumn Rierson Michael, and Ted Stauffer. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Karen Wolter, and Town Clerk/Communications Director Betsy Shores were also present.

- **CALL TO ORDER**

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

- **ANNOUNCEMENTS**

Town Clerk/Communications Director Betsy Shores announced the following:

We wanted to provide an update on the recent removal of several mature trees along Griffith Street near Roosevelt Wilson Park. The Town understands how important our tree canopy is to the community. Every effort was made to preserve as many trees as possible throughout the Potts-Sloan-Beaty road construction process. The Town will work closely with NCDOT and our Town arborist to ensure a robust and thoughtful replanting plan. Often Town's goals, shaped by resident input, can be in tension with one another. In this case, the Potts-Sloan-Beaty Project advances the Town's priorities around connecting people and places and improving pedestrian safety. We appreciate your patience and understanding as we work to balance these important community values.

As part of the Town's ongoing Placemaking initiative, a colorful sidewalk mural will be painted on two South Main Street sidewalks at their intersection with Eugenia Street and South Village Lane. The sidewalk art was originally recommended by the Town's Livability Board, which aimed to better direct pedestrians towards crosswalks and improve pedestrian visibility for motorists. These goals are both captured in the Town's Vision Zero Action Plan. The Placemaking initiative aims to reimagine and improve underutilized spaces for public benefit. A local artist will be installing the sidewalk mural beginning Wednesday, December 10 – Friday, December 12 from approximately 11:00 am to 5:00 pm. While portions of the sidewalk will be roped off, the public will still have access to the sidewalks and local businesses.

The Town of Davidson has heard from a very reliable source that Santa will be visiting on Thursday, December 11, and Friday, December 12, from 6:30 p.m. to 8:30 p.m. each night. The Davidson Fire Department will be helping Santa get around our town. On Thursday, December 11,

Santa will visit locations west of Main Street and north to Davidson Points, South Main Street and east along Concord Road to Davidson Woods, and along Concord Road through St. Alban's and McConnell. On Friday, December 12, Santa will visit locations EAST of the downtown, including Narrow Passage, Kenmare, Davidson East, Mayes Hall, the Woodlands, Pages Pond, Summers Walk, River Run, Westbranch, Bailey Springs, and Bradford to ensure that as many residents as possible have a chance to see Santa, residents on cul-de-sacs or dead-end streets are encouraged to wave from the entrance of their neighborhood, as turning the fire engine around in these areas can be tricky.

It's not too late to donate to the Holiday Shop with a Cop event being held this Saturday, December 13 at the Target store in Huntersville. Using donations, recipient families shop for presents, clothing, and other holiday items with Davidson Police Officers. The program is designed to foster positive relationships between residents and police officers while supporting families in our community who are in need during the holiday season.

Town of Davidson municipal offices including the Davidson Town Hall and Community Center and the Davidson Public Safety will be closed Wednesday, December 24; Thursday, December 25; and Friday, December 26 in observance of the Christmas holiday and again on Thursday, January 1, in observance of New Year's Day. According to Waste Pro, garbage collection will be on a one-day delay for Thursday, December 25, and garbage and recycling collection will be on a one-day delay for Thursday, January 1.

Save the date for the 2026 Town of Davidson Celebration of Dr. Martin Luther King Jr. Day on Monday, January 19, beginning at 10:00 a.m. in the Davidson Town Hall and Community Center Auditorium. Our goal is to unite the community in celebrating Dr. King's enduring legacy through an inspirational and impactful program held in his honor.

Mayor Knox acknowledged Town of Cornelius Mayor Denis Bilodeau present at the meeting.

- **CHANGES/ADOPTION OF THE AGENDA**

No changes to the agenda.

***Commissioner Stauffer made a motion to adopt the agenda. The motion passed unanimously (5-0).***

- **PRESENTATIONS**

Economic Development Director Kim Fleming presented the **2025 Davidson Main Street Grant Program Awards**. The Town Board allocated \$15,000 in this year's budget to fund the Davidson Main Street Grant Program to further their goals of Economic Development and Historic Preservation. The 2025 Davidson Main Street Grants were presented to the following businesses: Main Street Books, Davidson Provision Company, Masala Mastee, Whit's, and Sincerely Tea.

Fire Chief Ryan Monteith introduced Davie Summey and State Fire Marshal Brian Taylor from the North Carolina Office of State Fire Marshal (OSFM), who presented an update to the recent **Insurance Service Office (ISO) inspection for the Davidson Fire Department**. The Davidson Fire Department completed a re-rating inspection in April 2025. The Davidson Fire Department earned

a Class 1 rating within the incorporated city limits and a Class 2/9E rating for the North Star District, which applies anywhere in the Extraterritorial Jurisdiction (ETJ) within five miles of a fire station.

The Davidson Board of Commissioners recognized **outgoing Planning Board Chair Shawn Copeland**. Shawn has served on the Planning Board since 2017 and served as Chair since 2022. During his time on the Planning Board, Shawn led by example, seeking first to understand Davidson’s rich legacy of planning and development as a new member and then continuing this work through collaborative, thoughtful engagement with stakeholders.

- **PUBLIC COMMENT**

The public comment period opened at 6:28 p.m. and closed at 6:35 p.m. Two people spoke during the public comment period.

Steve Sonnenberg thanked the Board and Town staff for the positive accomplishments in 2025 and the time and dedication to the Town, requested that the Board thoughtfully consider feedback received from residents, and congratulated the elected officials beginning the new term. He requested the Board contact County and Charlotte officials regarding light rail service and security. He wished the Board and Town staff a Merry Christmas and Happy New Year along with a message for the Town’s first responders to be alert, avoid complacency, and to stay safe.

Jane Campbell recognized Town staff for their work on Christmas in Davidson and the NCDOT/NCDEQ Community meeting, thanked Commissioner Stauffer for stepping in to serve, and congratulated the new board on being elected. She clarified the difference between the light rail and the future red line commuter rail from the previous public comment and agreed about the importance of security measures.

- **CONSENT AGENDA**

Approval of Draft November Meeting Minutes

Approval of the Bus Stop Easement Agreement with the City of Charlotte

Approval of Design-Build Contract for the McEver Baseball Field Renewable Energy Rooftop Solar and Solar Field Lighting Installation Project

Approval of Design-Build Contract for the Fire Station 2 Rooftop Solar and Battery Project

Adoption of Ordinance 2025-14 Amendments to the Municipal Code of Ordinances

Approval of the Affordable Housing Funding Request Guidelines

***Commissioner Mattison Brandon made a motion to approve the consent agenda. The motion passed unanimously (5-0).***

Mayor Knox recognized NC District 98 House Representative Beth Helfrich present at the meeting.

- **BUSINESS ITEMS**

(a) Assistant Town Manager Austin Nantz presented the **2025 Annual Accomplishments**. Each year, the Town of Davidson prepares an Annual Accomplishments Report to provide the Town Board and community with a clear, transparent summary of the work completed across all

departments. This document highlights the Town's major achievements from the past calendar year, demonstrating progress on the priorities outlined in the 2024–2025 Strategic Plan.

- **RECOGNITION OF OUTGOING COMMISSIONER**

Mayor Knox and the Board recognized **Commissioner Ted Stauffer** (2024-2025) for his service to our town. Mayor Knox presented Commissioner Stauffer with a photograph of the Davidson Veterans Monument.

- **RECESS**

*Commissioner Rierson Michael made a motion to recess the meeting at 7:02 p.m. The motion passed unanimously (5-0).*

- **CALL TO ORDER**

Mayor Knox called the meeting back to order at 7:09 p.m.

- **OATH OF OFFICE**

Mayor Rusty Knox, Commissioner Ryan Fay, Commissioner Steve Justus, Commissioner Tracy Mattison Brandon, Commissioner Autumn Rierson Michael, and Commissioner Connie Wessner took the oath of office.

- **BUSINESS ITEMS**

(a) The Board of Commissioners discussed amendments to the Town of Davidson Rules of Procedure Part IV. The changes address: Rule 8. (c) Selection of Mayor Pro Tempore, Part XI and Rule 39. (a) (1) Mayoral Appointments and (2) Board Appointments.

*Commissioner Wessner made a motion to approve the amended Rules of Procedure. The motion passed unanimously (5-0).*

(b) The Board of Commissioners shall select among its members the **Mayor Pro-Tempore** to preside over board meetings in the mayor's absence with all the powers specified as the presiding officer. The Mayor Pro-Temp is chosen by a vote of the commissioners and the Mayor.

*Commissioner Justus made a motion to approve Commissioner Rierson Michael as Mayor Pro Tem. The motion passed unanimously (6-0).*

(c) Town Manager Justice reviewed the **2026 Meeting Schedule** with meetings on the 2nd and 4th Tuesday of the month and the 2026 Strategic Planning Retreat, February 11 - February 13.

*Mayor Pro Tem Rierson Michael made a motion to adopt the 2026 Town Board Meeting Schedule. The motion passed unanimously (5-0).*

(d) Mayor Knox appointed the following commissioners to the following outside agency boards and committees

- Centralina Regional Council - Commissioner Rierson Michael
- Charlotte Regional Transportation Planning Organization - Mayor Knox
- CMS Community Capital and Bond Committee - Commissioner Fay
- Lake Norman Chamber - Commissioner Mattison Brandon
- Lake Norman Transportation Commission - Mayor Knox
- Metropolitan Transit Commission - Mayor Knox
- Visit Lake Norman - Commissioner Justus

The following town committees have representatives appointed by the mayor:

- Advisory Board Nominating Committee - Commissioner Wessner and Mayor Knox
- Jack Burney Community Service Award - Commissioner Wessner and Mayor Knox
- Town and College Committee - Commissioner Justus and Commissioner Mattison Brandon
- Town Manager Employment Agreement - Commissioner Fay and Mayor Knox
- **ADJOURN**

***Commissioner Mattison Brandon made a motion to adjourn. The motion passed unanimously (5-0)***

The meeting adjourned at 7:25 p.m.

**Attest:**

\_\_\_\_\_  
Elizabeth K. Shores  
Town Clerk

\_\_\_\_\_  
Rusty Knox  
Mayor



**ORDINANCE 2026-01**  
**An Ordinance to Extend the Davidson Main Street Social District**

**WHEREAS**, NCGS § 160A-205.4 and 18B-300.1 allow that a city may adopt an ordinance designating one or more social districts,

**WHEREAS**, nothing herein supersedes or replaces any other state or federal law or relieves any participant from acts prohibited in NCGS 18B-300-309,

**WHEREAS**, the Town of Davidson established the Main Street Social District by ordinance 2023-04,

**WHEREAS**, the Town Board wishes to amend the Davidson Social District Ordinance to extend the Main Street Social District as shown on the Map attached hereto as Exhibit A,

**WHEREAS**, the Town Board finds that updating the Town's Social District Ordinance to expand the Main Street Social District is in the best interests of the citizens and businesses of the Town of Davidson.

**NOW THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the Town of Davidson the Davidson Main Street Social District is amended as follows:

1. Pursuant to the provisions of North Carolina General Statute 160A-205.4, et seq and 18B-300.1, one or more Social Districts may be created within the town and the Town hereby amends and redefines the Davidson/Main Social Districts as shown on *Exhibit A*. This ordinance shall supersede, repeal, and replace only the Davidson Social District/Main Street map on Exhibit A of the 2023-04 Ordinance. All other provisions and maps appearing on the 2023-04 Ordinance remain in full force and effect.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026. Effective on date of signing.

\_\_\_\_\_  
Rusty Knox, Mayor

ATTEST:

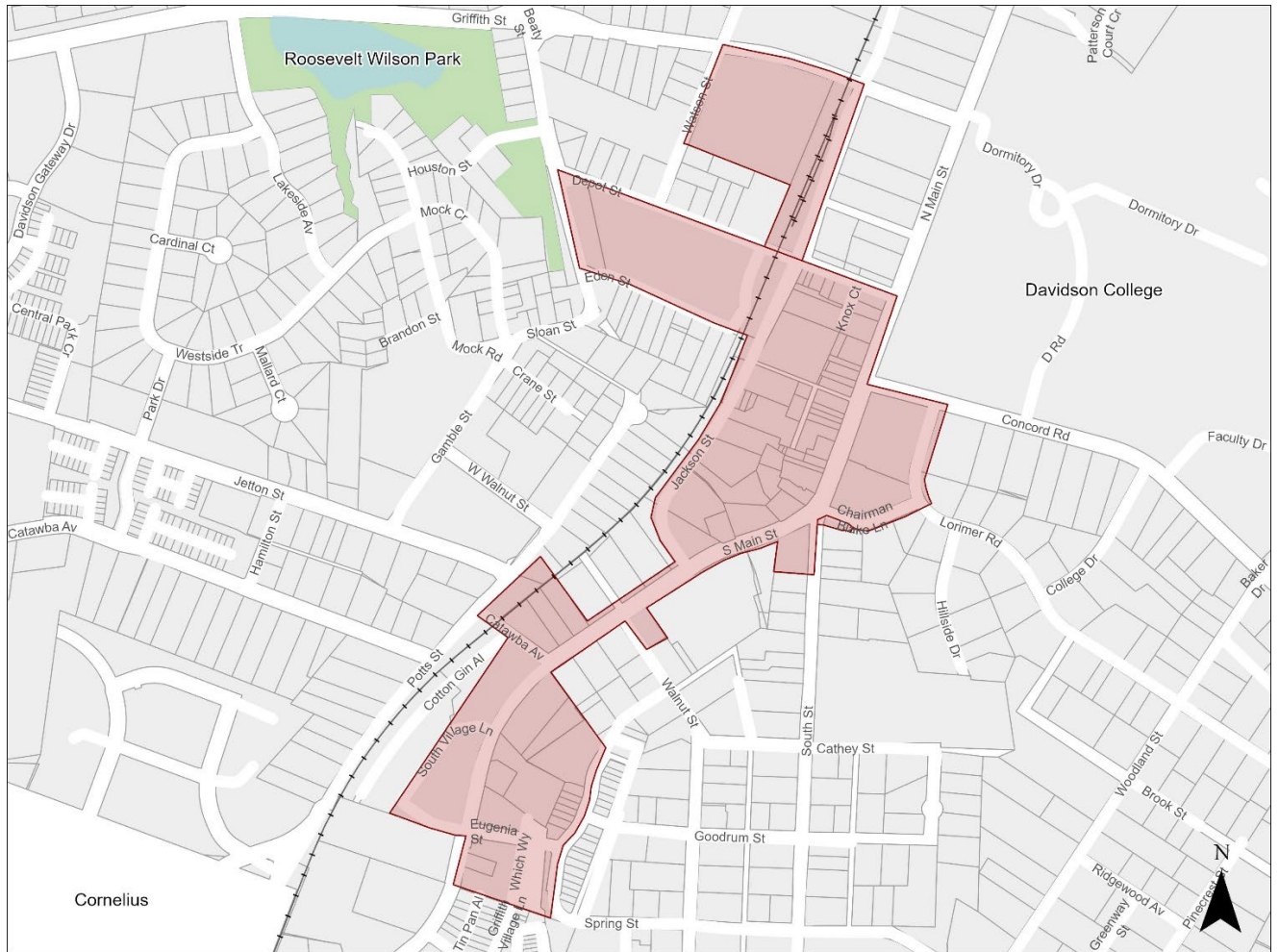
APPROVED AS TO FORM:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Attorney

## EXHIBIT A

### Davidson Social District/Main Street



The extension of the Main Street Social District includes Jackson Street from Depot Street to Griffith Street and the Sadler Square area as well as 201 South Street.

CONTRACT CONTROL SHEET

CONTRACT WITH (NAME): Town of Davidson - Land Development Services Interlocal Agreement

FEDERAL ID OR SS# \_\_\_\_\_

TYPE OF SERVICE: Storm Water Services DEPARTMENT NAME: LUESA - Storm Water Services

DESCRIPTION: Amended and Restated Land Development Services Interlocal Cooperation Agreement between the County and the Town of Davidson for Mecklenburg County to exercise land development regulatory powers on behalf of the Town of Davidson

AMENDMENT INFORMATION: Agreement changed to address service level changes, including the opening of a LUESA North Office.

FUNDING: Federal \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Other \_\_\_\_\_

CONTRACT BEGIN DATE: January 1, 2003 CONTRACT END DATE: June 30, 2006

PAYMENT AMOUNT: \_\_\_\_\_ PAYMENT TYPE: \_\_\_\_\_

NUMBER OF PAYMENTS: \_\_\_\_\_ AMOUNT OF AMENDMENT (+ / -): \_\_\_\_\_

INSURANCE ACQUIRED: \_\_\_\_\_ YES \_\_\_\_\_ NO CONTRACT MAXIMUM AMOUNT: \$ \_\_\_\_\_

DATE INSURANCE EXPIRES: \_\_\_\_\_

INDEPENDENT CONTRACTOR/EMPLOYEE CHECKLIST ATTACHED: \_\_\_\_\_ YES \_\_\_\_\_ NO

FUND	ORG	ACCOUNT	ACTIVITY	AMOUNT	EMPLOYEE CONTACT
			<u>No revenue or expense adjustments needed.</u>		<u>W. Dave Canaan, Director</u> <u>704-336-3736</u>

DEADLINE FOR PROCESS: **ASAP**  
 UPON COMPLETION, THIS CONTRACT SHOULD BE DISTRIBUTED TO:  
Vivian B. Love, Administrative Assistant  
LUESA - Water & Land Resources (Land Development Services)  
Hal Marshall Services Center - Second Floor

(TO BE COMPLETED BY ASSOCIATE COUNTY ATTORNEY)

- YES (NO) A. IS THIS CONTRACT TO BE APPROVED AS TO LIABILITY AND INSURANCE REQUIREMENTS BY INSURANCE AND RISK MANAGEMENT OFFICE?  
 (YES) NO B. DOES THIS CONTRACT REQUIRE APPROVAL BY THE BOCC? BOCC approved - March 18, 2003

(AFTER COMPLETING YOUR PROCEDURES RELATING TO THIS CONTRACT, INITIAL AND DATE THIS FORM AND RETURN TO THE CONTRACT MONITOR IN FINANCE. IF YOU HAVE PROBLEMS THAT CAUSE PROCESSING TO BE SIGNIFICANTLY DELAYED OR SPECIALLY HANDLED, NOTIFY THE CONTRACT MONITOR IN FINANCE AND ALSO EXPLAIN ON THE BACK OF THIS SHEET.)

- |   |  |              |                |
|---|--|--------------|----------------|
| 1. ASSISTANT COUNTY MANAGER                                       | 4. FINANCE ENCUMBERING                             | <u>NA SR</u> | <u>4-23-03</u> |
| 2. ASSOCIATE COUNTY ATTORNEY <u>JTB</u>                           | 5. FINANCE CERTIFICATION                           | <u>JTB</u>   | <u>4-25-03</u> |
| 3. INS. & RISK MGT. OFFICE  | 6. COUNTY MANAGER                                  | <u>JTB</u>   | <u>4/30/03</u> |
| 4. FINANCE - GRANTS - (IF FED. OR STATE FUNDING OR MENTAL HEALTH) | 7. CLERK TO THE BOARD (IF BOARD APPROVAL REQUIRED) | <u>JTB</u>   | <u>4/30/03</u> |
|   | 8. FINANCE DISTRIBUTION                            | <u>JTB</u>   | <u>4/30/03</u> |

MAILING ADDRESS FOR PAYMENT:  
 \_\_\_\_\_  
 NAME  
 \_\_\_\_\_  
 STREET  
 \_\_\_\_\_  
 CITY, STATE, & ZIP

STATE OF NORTH CAROLINA

LAND DEVELOPMENT SERVICES  
INTERLOCAL COOPERATION  
AGREEMENT

COUNTY OF MECKLENBURG

**AMENDED AND RESTATED LAND DEVELOPMENT SERVICES  
INTERLOCAL AGREEMENT**

This Amended and Restated Agreement made as of \_\_\_\_\_ 2003 by and between **MECKLENBURG COUNTY** (hereinafter the "County"), a political subdivision of the State of North Carolina, and the **TOWN OF DAVIDSON** (hereinafter the "Town"), a municipal corporation organized under the laws of the State of North Carolina.

**WITNESSETH:**

**WHEREAS**, the Town and the County have the power pursuant to North Carolina General Statute 153A-445(a)(1), Article 20 of Chapter 160A of the North Carolina General Statutes, North Carolina General Statute 160A-360(d) and (g) collectively, and North Carolina General Statute 160A-411(iii) with respect to building inspection services, to contract with the other for the exercise of any governmental function which they have been granted the power to exercise alone, and to enter into interlocal cooperation agreements to specify the details of these undertakings; and

**WHEREAS**, the Town would like to formalize its prior arrangements with the County for the County's Land Use & Environmental Services Agency to assist in administering the Town's land development ordinances, including specifically, building inspection services.

**NOW, THEREFORE**, in consideration of the premises and the fulfillment of the terms of this Agreement, the Town and the County agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to specify the details of the operation and financing of the enforcement by the County of the following land

development ordinances and regulations and of related services which are to be provided in whole or in part by the County for the Town within the Town limits and the Town's area of extraterritorial jurisdiction.

- North Carolina State Building Code
- Town of Davidson Planning Ordinance (includes Subdivision Ordinance)
- Town of Davidson Housing Code
- Town of Davidson Soil Erosion and Sedimentation Control
- Town of Davidson Floodway Regulations

Consistent with this Agreement, the County shall enforce or assist the Town in the enforcement of such ordinances and regulations listed above as currently enacted, and as they may be amended from time to time.

Attached as Exhibit A are charts which show the allocation of responsibilities between the County and the Town with respect to the enforcement of the various ordinances and regulations and with respect to the related services.

2. **Term of Agreement.** The initial term of this Agreement shall be from January 1, 2003 to June 30, 2006, and shall be automatically renewed each fiscal year thereafter unless notice of non-renewal is given in writing at least 18 months prior to the beginning of the fiscal year when termination is intended. For example, the parties agree that if the notice of non-renewal were given prior to January 1, 2007, this Agreement would terminate on June 30, 2008.

3. **Resources.** The County shall have the power to hire, fire and supervise all County employees necessary for the services provided by the County under this Agreement. The Town designates and appoints the Mecklenburg County Zoning Administrator and those County employees supervised by him or her to act as agents of the Town's Zoning Administrator in the administration of the Town's Land Development Code as to those duties and responsibilities assigned to the County as outlined in Exhibit A. The Town's Zoning Administrator shall have the duty to rescind any notice of violation issued by a County employee which the Town's Zoning Administrator determines to be incorrectly or improperly issued, or to issue an interpretation altering the incorrectly or improperly issued notice of

violation. If the Town's Zoning Administrator does not take one of said actions with respect to a notice of violation of which the Zoning Administrator has actual knowledge, for the purposes of this Agreement it shall be conclusively presumed that in issuing the notice of violation the County employee's actions were consistent with instructions from, or interpretations of, the Town's Zoning Administrator.

4. **Costs.** The County shall pay the net local costs of the services provided pursuant to this Agreement. Net local costs is defined as expenditures minus any federal, State and/or third-party contributions applicable to the cost of the services. The County shall have the right to establish permit fee schedules for the services to be rendered and retain all revenues, provided that the associated revenues generated from the fees may not exceed the County's cost of providing services as described in Exhibit A.

5. **Real Property.** Any real property acquired by the County for the services provided pursuant to this Agreement shall be owned solely by the County and shall remain the property of the County after the termination of this Agreement.

6. **Indemnification.** The County will be solely responsible on an occurrence basis for any and all claims and actions arising from the County's enforcement of the North Carolina State Building Code, County ordinances being enforced for the Town, and other County services provided pursuant to this Agreement, and agrees to indemnify and hold the Town harmless from and against any loss or damage resulting from such County services; provided, however, the County is not responsible and does not hold the Town harmless with respect to actions taken by County employees that are consistent with instructions given by, or ordinance interpretations of, Town employees, including without limitation, the Town's Zoning Administrator. The Town will be solely responsible on an occurrence basis for any and all claims arising from the Town's enforcement of the Town's ordinances listed in Paragraph 1, and agrees to indemnify and hold the County harmless from and against any loss or damage resulting from such Town enforcement. The Town also agrees to indemnify and hold harmless the County and its employees who enforce the Town's ordinances consistent

with instructions given by, or ordinance interpretations provided by, Town employees.

7. **Amendment of Agreement.** This Agreement may be amended at any time by the parties. All amendments must be in writing and approved by the Town Board of Commissioners and the Board of County Commissioners before they shall become effective. Provided, however, the Board of County Commissioners authorizes the County Manager, on behalf of the County, and the Town Board of Commissioners authorizes the Town Manager, on behalf of the Town, to agree to revisions to the Exhibit A charts which show the allocation of responsibilities between the County and the Town with respect to the enforcement of the various ordinances and regulations and with respect to the related services.

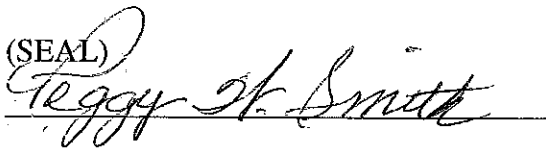
Executed as of the day and year first above stated by authority duly granted by the Davidson Town Board of Commissioners and the Mecklenburg County Board of Commissioners.

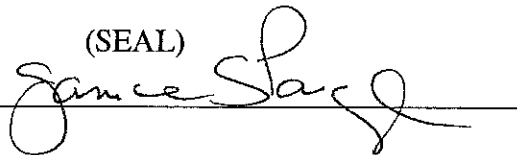
**TOWN OF DAVIDSON**

**MECKLENBURG COUNTY**

  
Town Manager

  
General Manager

(SEAL)  
  
Town Clerk

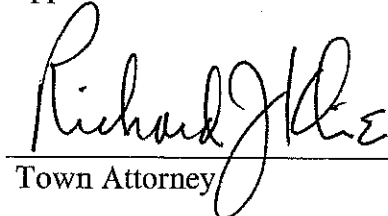
(SEAL)  
  
Clerk to the Board

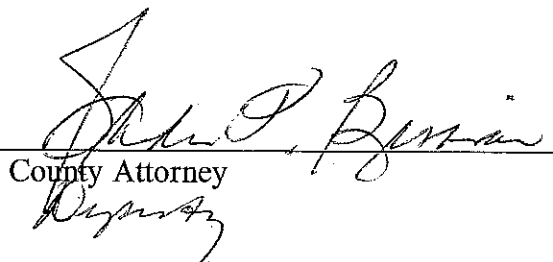
Town Clerk

Clerk to the Board

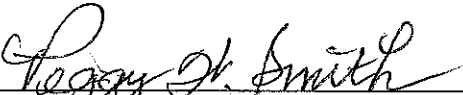
Approved as to form:

Approved as to form:

  
Town Attorney

  
County Attorney  
Deputy

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

  
\_\_\_\_\_  
Director of Finance  
Town of Davidson

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

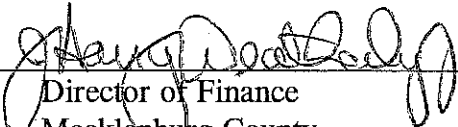
  
\_\_\_\_\_  
Director of Finance  
Mecklenburg County

EXHIBIT A  
MECKLENBURG COUNTY  
LAND DEVELOPMENT AND CONSTRUCTION REGULATION SERVICES CHART  
TOWN OF DAVIDSON

SERVICE(S)....	RESPONSIBILITY	COMMENTS
BUILDING - Permits (all trades)	COUNTY	All Projects <sup>1</sup> Single-family permitting services to be provided from the LUESA North Office <sup>2</sup> Commercial and multi-family permitting services will be provided from LUESA Charlotte Office
- Plan review	COUNTY	All Projects <sup>1</sup> Single-family plan review services to be provided from the LUESA North Office <sup>2</sup> Commercial and multi-family plan review services will be provided from LUESA Charlotte Office
- Final Inspection	COUNTY	All Projects <sup>3</sup>
LAND DEVELOPMENT/ WATER QUALITY Subdivision review process <sup>4</sup> and commercial sites -Permits; -Plan Review: Preliminary and Final Plats; and -Inspections for: erosion control, grading, storm water, site civil, driveway access <sup>5</sup> , tree protection <sup>6</sup> – infrastructure except water & sewer) -Bonds	COUNTY	All Projects <sup>1</sup> These services to be provided from the LUESA North Office <sup>2</sup> Towns will review plans for compliance with other Land Development regulations that were not mentioned, such as landscaping, open space, etc.
ZONING -Permit	COUNTY/TOWN STAFF	County reviews /approves all single-family permits that are part of a Town-approved master plan development <sup>7</sup> Town reviews /approves zoning for all other permits, except change of use <sup>7</sup> County related services to be provided from the LUESA North Office <sup>2</sup>

-Final Inspection (new development)	COUNTY STAFF	All Projects <sup>3 and 8</sup> Service to be provided from the LUESA North Office <sup>2</sup>
-Complaints (existing development)	COUNTY/TOWN STAFF	Town and County staff share this responsibility <sup>9</sup> Water Quality related issues are handled by the County County related services to be provided from the LUESA North Office <sup>2</sup>
-Board of Adjustment	TOWN STAFF	Town Staff administer Zoning Board of Adjustment (ZBA) County to testify at ZBA Hearings, as needed
TRANSPORTATION PLANNING	COUNTY/TOWN STAFF	Traffic Impact and Road Alignment Analysis, as requested
MINIMUM HOUSING CODE	COUNTY/TOWN	County to enforce Town Ordinance <sup>10</sup> . County related services to be provided from the LUESA North Office <sup>2</sup>
FLOODPLAIN-FLOODWAY REGS.	COUNTY	All Projects <sup>10</sup> Service to be provided from the LUESA North Office <sup>2 and 11</sup>

1. The Town will review master plans, sketch plans for minor subdivisions, and site plans for compliance with all Davidson development regulations including the Davidson Planning Ordinance, APFO, and historic district regulations.
2. Opened no later than July 1, 2003. The North Office may be opened earlier; however single-family permitting and plan review services will not be available until July 1, 2003.
3. The Town will be notified when Temporary Certificate of Occupancies are issued
4. Subdivision review process is coordinated by Town Planner and Mecklenburg County LUESA - Water & Land Resources (W&LR). W&LR reviews Streets, Drainage and Erosion Control Design. LUESA - assigns addresses and verifies street names, coordinates w/CMPC as necessary.
5. Town has authorized W&LR to sign and issue permits for NCDOT acceptance.
6. Inspection services only. Plan Review to be conducted by the Town.
7. W&LR to track impervious area calculations related to watershed regulations.
8. W&LR to ensure the plans approved by the Towns are consistent to what is permitted by LUESA.
9. W&LR to communicate with Town prior to violations and/or citations being issued.
10. Variances and appeals to be heard by Town ZBA
11. A separate interlocal agreement exists for other Storm Water Services.



**RESOLUTION 2026-01**

**RESOLUTION TO APPROVE AMENDMENT TO THE AMENDED AND RESTATED  
LAND DEVELOPMENT SERVICES INTERLOCAL AGREEMENT BETWEEN  
MECKLENBURG COUNTY, IREDELL COUNTY, AND THE TOWN OF DAVIDSON**

**WHEREAS**, In 2003, the Town of Davidson and Mecklenburg County executed an "Amended and Restated Land Development Services Interlocal Cooperation Agreement; and

**WHEREAS**, the Agreement outlines Mecklenburg County enforcement of certain of the Town's ordinances within the Town's corporate limits and the Town's extraterritorial jurisdiction pursuant to General Statute 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes; and

**WHEREAS**, the Town has annexed certain land located in Iredell County into its corporate limits; and

**WHEREAS**, the parties now wish to amend the Agreement to clarify the area over which Mecklenburg County will enforce land development regulations on behalf of the Town; and

**WHEREAS**, Iredell County desires to join this Amendment and consent to the terms and conditions of the Agreement, as amended.

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

1. The Amendment to the Amended and Restated Land Development Services Interlocal Agreement attached hereto as **Exhibit A** is hereby APPROVED.
2. The Town Manager is hereby authorized to take such measures as necessary to execute and comply with the terms of **Exhibit A**.

Adopted on the \_\_\_\_ day of \_\_\_\_\_ 2026.

Attest:

\_\_\_\_\_  
Rusty Knox  
Mayor

\_\_\_\_\_  
Elizabeth K. Shores  
Town Clerk

Approved form: \_\_\_\_\_  
Town Attorney

**AMENDMENT TO THE AMENDED AND RESTATED LAND DEVELOPMENT  
SERVICES INTERLOCAL AGREEMENT**

This AMENDMENT TO THE AMENDED AND RESTATED LAND DEVELOPMENT SERVICES INTERLOCAL AGREEMENT (“Amendment”) is made and entered into to be effective \_\_\_\_\_, 2025 by and between Mecklenburg County, North Carolina (“County”), the Town of Davidson, North Carolina (“Town”), and Iredell County, North Carolina (“Iredell”).

**WITNESSETH:**

**WHEREAS**, in 2003 the Town of Davidson and Mecklenburg County executed an "Amended and Restated Land Development Services Interlocal Cooperation Agreement" (the “Agreement”), and

**WHEREAS**, the Agreement outlines Mecklenburg County enforcement of certain of the Town’s ordinances within the Town’s corporate limits and the Town’s extraterritorial jurisdiction pursuant to General Statute 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes; and

**WHEREAS**, the Town has annexed certain land located in Iredell County into its corporate limits; and

**WHEREAS**, the parties now wish to amend the Agreement to clarify the area over which Mecklenburg County will enforce land development regulations on behalf of the Town; and

**WHEREAS**, Iredell County desires to join this Amendment and consent to the terms and conditions of the Agreement, as amended.

**NOW THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, Mecklenburg County, Town of Davidson, and Iredell County agree for themselves, their heirs, personal representatives, successors and assigns and follows:

1. **Land Development Jurisdiction.** As used in this Amendment the Town’s “Land Development Jurisdiction” shall be deemed to include all lands within the Town’s corporate limits, including corporate limits that are located within Iredell County, and within the Town’s areas of extraterritorial jurisdiction.
2. **Definition of Contract; Capitalized Terms.** All capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement.
3. **Unmodified Terms.** Terms and provisions of the Agreement which are not expressly modified by this Amendment shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

**IN WITNESS WHEREOF**, the parties do hereby execute this Amendment for the purposes above stated.

**Town of Davidson, North Carolina**

By: \_\_\_\_\_  
Town Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Board

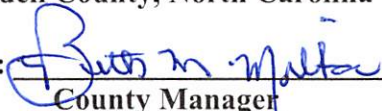
**Mecklenburg County, North Carolina**

By: \_\_\_\_\_  
County Manager

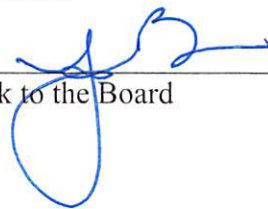
ATTEST:

\_\_\_\_\_  
Clerk to the Board

**Iredell County, North Carolina**

By:  \_\_\_\_\_  
County Manager

ATTEST:

 \_\_\_\_\_  
Clerk to the Board



**Resolution 2026-02**  
**Code of Ethics**  
**Town of Davidson Board of Commissioners**

**PREAMBLE**

**WHEREAS**, the Constitution of North Carolina, Article I, Section 35, reminds us that a “frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty,” and

**WHEREAS**, a spirit of honesty and forthrightness is reflected in North Carolina’s state motto, *Esse quam videri*, “To be rather than to seem,” and

**WHEREAS**, Section 160A-86 of the North Carolina General Statutes requires local governing boards to adopt a code of ethics, and

**WHEREAS**, as public officials we are charged with upholding the trust of the citizens of the town and with obeying the law, and

**NOW, THEREFORE**, in recognition of our blessings of liberty and obligations as citizens of the State of North Carolina and as public officials representing the citizens of the Town of Davidson of Davidson , North Carolina, and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we the board of commissioners of the Town of Davidson do hereby adopt the following General Principles and Code of Ethics to guide the board of commissioners in its lawful decision-making.

**GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS**

- The stability and proper operation of democratic representative government depend upon public confidence in the integrity of the government and upon reasonable exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.
- Board members must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.
- Board members must always remain aware that at various times they play different roles:
  - As advocates, who must strive to advance the legitimate needs of their citizens
  - As legislators, who balance the public interest and private rights in considering and enacting ordinances, orders and resolutions
  - As decision-makers, who arrive at fair and impartial quasi-judicial and administrative determinations.
- Board members must know how to distinguish among these roles to determine when each role is appropriate, and to act accordingly.

- Board members must be aware of their obligations to conform their behavior to standards of ethical conduct that warrant the trust of their constituents.

## **CODE OF ETHICS**

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the board of commissioners of the Town of Davidson and to help determine what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a board member's best judgment.

Section 1. Board members should obey all laws applicable to their official actions as members of the board. Board members should be guided by the spirit as well as the letter of the law in whatever they do.

At the same time, board members should feel free to assert policy positions and opinions without fear of reprisal from fellow board members or citizens. To declare that a board member is behaving unethically because one disagrees with that board member on a question of policy (and not because of the board member's behavior) is unfair, dishonest, irresponsible, and itself unethical.

Board members should endeavor to keep up to date, through the board's attorney and other sources, about ongoing legal or ethical issues they may face in their official positions. This educational function is in addition to the day-to-day advice the board may receive concerning specific situations that arise.

Section 2. Board members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Adhering firmly to a code of sound values
- Behaving consistently and with respect toward everyone with whom they interact
- Exhibiting trustworthiness
- Living as if they are on duty as elected officials regardless of where they are or what they are doing
- Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner
- Remaining incorruptible, self-governing, and unaffected by improper influence while at the same time being able to consider the opinion and ideas of others
- Disclosing contacts and information about issues that they receive outside of public meetings and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves
- Treating other board members and the public with respect and honoring the opinions of others even when the board members disagree with those opinions
- Not reaching conclusions on issues until all sides have been heard
- Showing respect for their offices and not behaving in ways that reflect badly on those offices
- Recognizing that they are part of a larger group and acting accordingly
- Recognizing that individual board members are not generally allowed to act on behalf of the board but may only do so if the board specifically authorizes it, and that the board must take official action as a body

Section 3.a Board members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinion may vary about what behavior is inappropriate, this board will consider impropriety in terms of whether a reasonable person who is aware of all of the relevant

facts and circumstances surrounding the board member's action would conclude that the action was inappropriate.

Section 3.b. If a board member believes that his or her actions, while legal and ethical, may be misunderstood, the member should seek the advice of the board's attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it (such as consulting with the attorney).

Section 4. Board members should faithfully perform the duties of their offices. They should act as the especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Board members should faithfully attend and prepare for meetings. They should carefully analyze all credible information properly submitted to them, mindful of the need not to engage in communications outside the meeting in quasi-judicial matters. They should demand full accountability from those over whom the board has authority.

Board members should be willing to bear their fair share of the board's workload. To the extent appropriate, they should be willing to put the board's interests ahead of their own.

Section 5. Board members should conduct the affairs of the board in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet that they are conducting the public's business. They should also remember that local government records belong to the public and not to board members or their employees.

Section 6. Board members should inform themselves concerning conflict of interest and other ~~appropriate~~ applicable state and federal laws and should scrupulously comply with the provisions of such laws.

Board members should refrain from financial and business dealings that tend to reflect adversely on the Town Board or on town government or to interfere with the proper performance of official duties.

Board members should manage their personal financial interests to minimize the number of cases in which they must abstain from voting on matters coming before the Town Board.

Information acquired by Board members in their official capacity should not be used or disclosed in financial dealings or for any other purpose not related to official duties.

In order to ensure strict compliance with the laws concerning openness, board members should make clear that an environment of transparency and candor is to be maintained at all times in the government unit. They should prohibit unjustified delay in fulfilling public records requests. They should take deliberate steps to make certain that any closed sessions held by the board are lawfully conducted and that such sessions do not stray from the purposes for which they were called.

This General Principles and Code of Ethics Policy became effective December 1, 2010. ~~Adopted and further endorsed by the current Board of Commissioners this the \_\_\_\_ day of \_\_\_\_\_.~~

Attest:

\_\_\_\_\_  
Rusty Knox, Mayor

\_\_\_\_\_  
Elizabeth K. Shores, Town Clerk

**TOWN OF DAVIDSON CONFLICT OF INTEREST POLICY**

**SECTION 1. APPLICABLE TO CONTRACTS AND SUBAWARDS OF THE TOWN OF DAVIDSON SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE**

\* \* \* \* \*

**I. Scope of Policy**

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when the Town of Davidson (“*Unit*”) enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
  
- b. Application of Policy. This Policy shall apply when the Town (1) enters into a Contract to be funded, in part or in whole, by (1) **Town funds**; (2) **State funds**, or (3) Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a **town, state or federal statute, regulation, or the terms of a financial assistance agreement** applicable to a particular form of Financial Assistance conflicts with any provision of this Policy, such **town, state or federal statute, regulation, or terms of the financial assistance agreement** shall govern.

**II. Definitions**

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

a. ~~“*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.~~

a. “*Contract*” means, for the purpose of **all contracts including those receiving** Federal Financial Assistance, a legal instrument by which the Town purchases property or services needed to carry out a program or project **whether** under a Federal award **or otherwise**.

b. “*Contractor*” means an entity or individual that receives a Contract.

c. “*Covered Individual*” means a Public Officer, employee, or agent of the Unit.

d. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).

e. “*Direct Benefit*” means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission

directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

- f. “*Federal Financial Assistance*” means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- g. “*Governing Board*” means the Town of Davidson Board of Commissioners.
- h. “*Immediate Family Member*” means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- i. “*Involved in Making or Administering*” means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- j. “*Pass-Through Entity*” means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- k. “*Public Officer*” means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- l. “*Recipient*” means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- m. “*Related Party*” means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- n. “*Subaward*” means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- o. “*Subcontract*” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- p. “*Subcontractor*” means an entity that receives a Subcontract.
- q. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- r. “*Unit*” has the meaning specified in Section I hereof.

**III. COI Point of Contact.**

- a. Appointment of COI Point of Contact. The Town Manager, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that The Town Manager is unable to serve in such capacity, the Assistant Town Manager shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

**IV. Conflict of Interest Standards in Contracts and Subawards**

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
  - i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
  - ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.

- iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
- iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

- 1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

- 2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

- ii. Identification and Management of Conflicts of Interest.

- 1. Duty to Disclose and Disclosure Forms

- a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward

has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

- b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
  - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
  - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in

writing document a justification supporting such rejection.

- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
  - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
  - ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. Oversight of Subrecipient's Conflict of Interest Standards

- a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has

adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.

- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

## VI. Gift Standards

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
  - i. honorariums for participating in meetings;
  - ii. advertising items or souvenirs of nominal value; or
  - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

### SECTION 2: Applicable to Planning and Zoning Regulation

**BE IT RESOLVED, That the governing board of the Town of Davidson hereby adopts and enacts the following Conflict of Interest policy, which shall apply to administrative, advisory and legislative decisions related to planning, zoning and land development governed by Chapter 160D of the North Carolina General Statutes.**

#### **I. Compliance with GS 160D-109 Required.**

- a. **A governing board member shall not vote on any legislative decision regarding a development regulation adopted pursuant to Chapter 160D of the North Carolina General Statutes where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.**

**b. A governing board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.**

**c. Appointed Boards.--Members of appointed boards shall not vote on any advisory or legislative decision regarding a development regulation adopted pursuant to Chapter 160D of the North Carolina General Statutes where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.**

**d. Administrative Staff.--No staff member shall make a final decision on an administrative decision required by Chapter 160D of the North Carolina General Statutes if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person or such other staff person as may be designated by the development regulation or other ordinance.**

### **SECTION 3: Violations of Policy**

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, **removal of an appointed member of an advisory board**, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress;

(ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

\* \* \* \* \*

Adopted this the [ ] day of [ ], [ ].

**EXHIBIT A**

Examples

<b><i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i></b>	<b><i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i></b>
<p>Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> <li>- Stock in a corporation.</li> <li>- Membership interest in a limited liability company.</li> <li>- Partnership interest in a general or limited partnership.</li> <li>- Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract.</li> <li>- Option to purchase any equity interest in a firm or organization.</li> </ul>	<p>Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.</p> <p>A position as a director or officer of the firm or organization, even if uncompensated.</p>
<p>Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> <li>- Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment))</li> <li>- Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). <ul style="list-style-type: none"> <li>o Holder of a judgment against the firm.</li> </ul> </li> </ul>	<p>A referral of business from a firm considered for a Contract or Subaward.</p>
<p>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</p>	<p>Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).</p>



## **AGENDA MEMO**

**To:** Davidson Board of Commissioners

**From:** Jason Burdette, Planning Director, Kim Fleming, Economic Development Director

**Date:** January 27, 2026

**Re:** Davidson Streetscape Plan Request for Proposals (RFP) Update

### **ITEM SUMMARY/OVERVIEW**

The Town of Davidson seeks qualified professional design/planning firms for the development of a Downtown Streetscape Plan. This plan represents an action item from the Davidson Downtown Small Area Plan (2023) which included robust engagement with local businesses and stakeholders. The plan will serve as a guide for targeted streetscape improvements in and around downtown Davidson to implement key initiatives identified in the Downtown Small Area Plan and previous planning efforts. In addition to improving the overall aesthetic in the Downtown business district, other important guiding principles include protecting the Town's historic identity, improving pedestrian safety, connecting Downtown districts to one another and the surrounding blocks, and activating public spaces. A Request for Proposals (RFP) was released on January 12, 2026. All proposals are due March 2, 2026.

### **ACTION/PROPOSED MOTION**

This item is for discussion only.

### **RELATED TOWN GOALS**

#### **Strategic Plan Alignment**

Continued implementation of Downtown Small Area Plan (DSAP) priorities.

Encourage a well-planned built environment through exceptional design standards and practices.

#### **Core Values**

Davidson's traditional character is that of a small, historic college town, so land planning will reflect its historic patterns of village-centered growth including connection of neighborhoods, preservation of our historic resources, conservation of rural area, and provision of public spaces.

### **NEXT STEPS**

Receive proposals by March 2, 2026.

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# DOWNTOWN STREETSCAPE PLAN



**Kim Fleming & Jason Burdette**  
Economic Development & Planning Directors  
Board of Commissioners  
January 27, 2026

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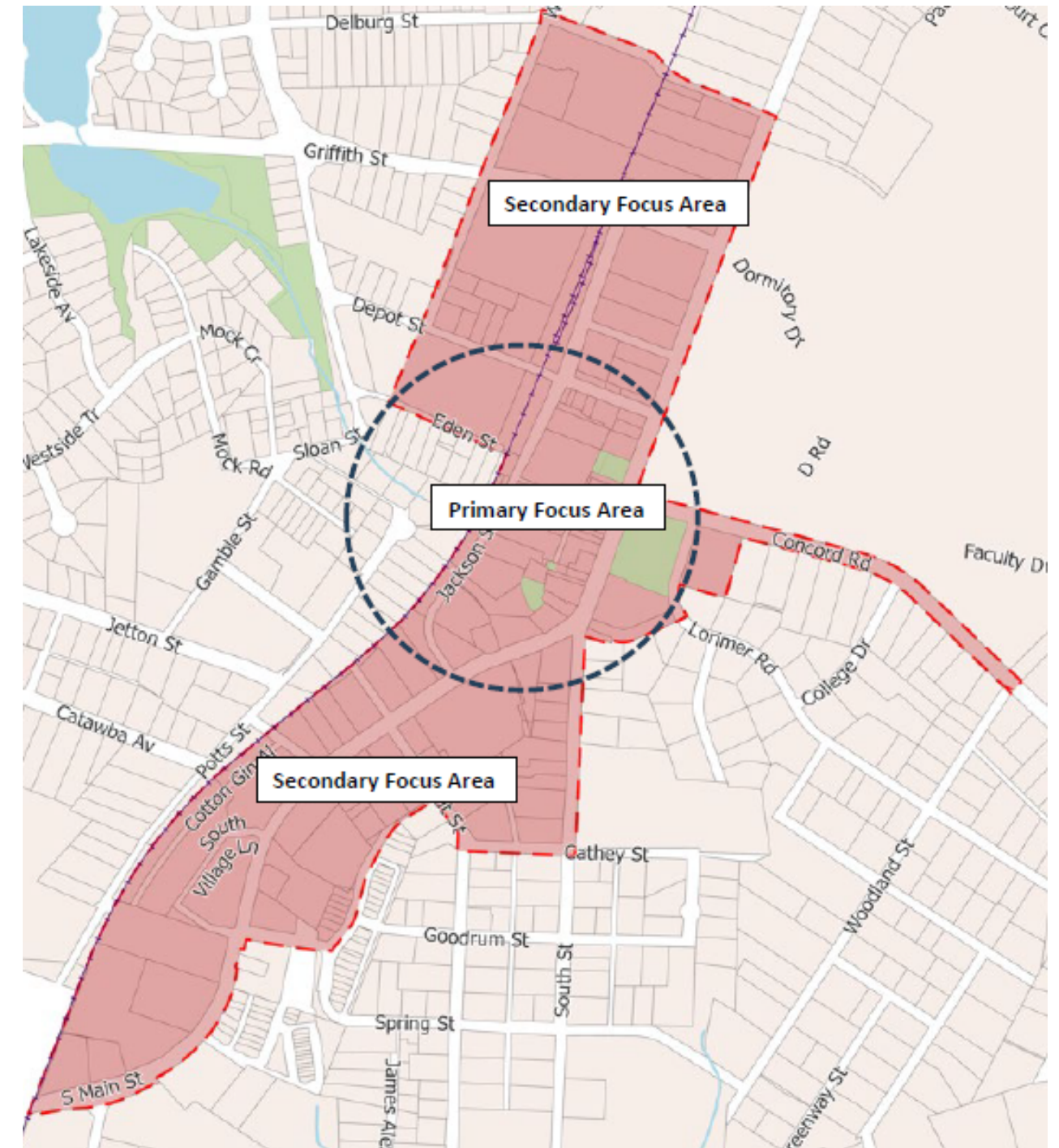
# DOWNTOWN STREETScape PLAN

- Implementation item from the Downtown Small Area Plan (2023)
- Focus on Downtown Beautification of public spaces
- Board of Commissioners prioritized Downtown Streetscape Plan
- Dedicated Capital Improvement Plan (CIP) Funding (\$100k/yr)
- Request for Proposals (RFP) that incorporates themes and implementation items from other existing plans
- Intersectionality of multiple priorities
- Joint project leads – Economic Development and Planning



# REQUESTS FOR PROPOSALS (RFP)

- Seeking professional design/planning firms
- Create a visually appealing menu/catalogue of streetscape improvements for Downtown and adjacent areas based upon previous plans and recommendations
- Guiding principles include:
  - Improving aesthetics in Downtown business district
  - Protecting the Town's historic identity
  - Improving pedestrian safety
  - Connecting Downtown districts to one another
  - Activating public spaces



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# REQUESTS FOR PROPOSALS (RFP)

- Scope Includes:
  - Best practices for streetscapes in historic downtowns
  - Existing conditions analysis
  - Identifying opportunities for streetscape improvements
  - Conceptual design work (renderings, illustrative concepts)
  - Recommendations for Study Area include short, medium, and long-term options
  - Cost estimates
- Budget: \$50,000



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# TIMELINE & NEXT STEPS

- ✓ **January 12, 2026:** RFP Released
- ☐ **March 2, 2026:** Proposals Due
- ☐ **March 2026:** Staff Committee Reviews Proposals/Selects Consultant
- ☐ **April 2026:** Project Kickoff
- ☐ **May/June 2026:** Plan Composition
- ☐ **Summer 2026:** Present Draft Plan/Revisions
- ☐ **Early Fall 2026:** Consider Adoption of Downtown Streetscape Plan



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# QUESTIONS?



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## **AGENDA MEMO**

**To:** Davidson Board of Commissioners

**From:** Pieter Swart, Finance Director

**Date:** January 27, 2026

**Re:** FY2026 Budget - Revenue Update

### **ITEM SUMMARY/OVERVIEW**

Staff will present an update on FY2026 revenue. During the budget approval process, staff identified potential expenditure items, totaling \$387,750, which would be held until mid-year and could be used to fill a shortfall gap in revenue if needed. Staff has reviewed the revenue status and recommends releasing all but one of the items at this time.

### **ACTION/PROPOSED MOTION**

This item is for discussion only.

### **RELATED TOWN GOALS**

#### **Strategic Plan Alignment**

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

#### **Core Values**

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

### **NEXT STEPS**

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# FY2026 Budget - Revenue Update



**Piet Swart**  
Finance Director  
Board of Commissioners Meeting  
January 27, 2026

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# BACKGROUND

During the budget approval process, staff identified potential expenditure items which would be held until mid-year and could be used to fill a shortfall gap in revenue.

The contingency items totaled \$387,750:

\$200,000	Transfer to the Fire Station #1 Capital Project Fund
\$ 85,000	Public Works Truck Replacement
\$ 50,000	Sidewalk Infill Modernization
\$ 18,750	Recreation Program Coordinator Position
\$ 34,000	Other Operational Expenditures



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# REVENUE UPDATE

- Based on 5 months of Sales and Use Tax distributions, we are facing a potential \$200,000 shortfall in FY26.
  - This is due jointly to a decrease in Davidson's portion of sales tax revenues in Mecklenburg County (-3.47% based on the total ad valorem levy) and actual growth (1.4%) being lower than the projected 3% increase.
- Property tax revenue is inline with budget.
- Interest earnings are expected to be \$300,000 higher than budgeted.
- Other revenue sources are tracking to budget.
- Overall, revenue collections are projected to exceed budget.



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# RECOMENDATION

- Hold the \$200,000 transfer the Fire Station #1 (FS#1) capital project fund until the fourth quarter of FY26 and proceed with the other contingency items. This will not interfere with the cash flow needs of the FS#1 project at this time.



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# QUESTIONS?



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