



TOWN OF CORNELIUS

Cornelius Town Hall

BOARD OF COMMISSIONERS

January 22, 2019

Agenda

PRE-MEETING - 5:45 PM

- FY19 Operating Goals and Capital Update
- Closed Session

TOWN BOARD - 7:00 PM

1. CALL TO ORDER
2. DETERMINATION OF QUORUM
3. APPROVAL OF AGENDA
4. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
5. MAYOR/COMMISSIONERS/MANAGER REPORTS
6. CITIZEN CONCERNS/COMMENTS
7. PUBLIC HEARING
 - A. REZ 10-18 Retreat @ West Catawba
8. CONSIDERATION OF APPROVAL
 - A. Regional Law Enforcement Mutual Aid Agreement
9. CONSENT AGENDA
 - A. Approve Minutes - Regular Meeting
 - B. Approve Minutes - Closed Session
10. COMMISSIONER CONCERNS
11. ADJOURNMENT

Please note that to speak during **CITIZENS CONCERNS/COMMENTS** or **PUBLIC COMMENT**, please use the signup sheet provided before the Board meeting and list your name, address and topic. Each speaker will be allowed 3 minutes to speak. A "hard stop" will occur after 3 minutes for each speaker. Any information displayed must be submitted to the Town Clerk within 48 hours prior meeting.

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 22, 2019

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

Action Requested:

Hear an update on the FY19 operating goals and capital projects.

Manager's Recommendation:

Hear update.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 22, 2019

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

Action Requested:

Hold a Closed Session to discuss

1. A contractual matter under attorney-client privilege
2. A potential real estate acquisition matter

Manager's Recommendation:

Hold a Closed Session.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 22, 2019

To: Mayor and Board of Commissioners

From: Aaron Tucker, Assistant Planning Director

Action Requested:

Demeter Properties in association with Landworks Design Group are requesting a conditional rezoning for the combined 9.52 acre property located at 17201 West Catawba Avenue in order to develop 42 townhomes and two commercial buildings totaling 16,700 square feet.

The applicant hosted their required community meeting at Town Hall on Tuesday, January 8th.



Following the community meeting, the Town and the applicant received an update from NCDOT for the West Catawba widening project 65% plans. The plans reflect a new bulb out, or u turn on the applicant's property. This new bulb is being provided to address citizen comments and concerns regarding the lack of U-turn points for properties on the west side of West Catawba. This new bulb impacts the current plan to a point that it is not viable as proposed.

The applicant is requesting that public hearing #1 be continued until February 18th to allow the applicant to evaluate alternate uses and designs as well as meet with NCDOT.

Manager's Recommendation:

Open Public Hearing #1 for the Retreat at West Catawba and continue the hearing until February 18, 2019.

ATTACHMENTS:

Name:	Description:	Type:
 The_Retreat_Property.pdf	Property Map	Cover Memo
 RETREAT AT WEST CATAWBA RZ-1.pdf	Sketch Plan	Cover Memo



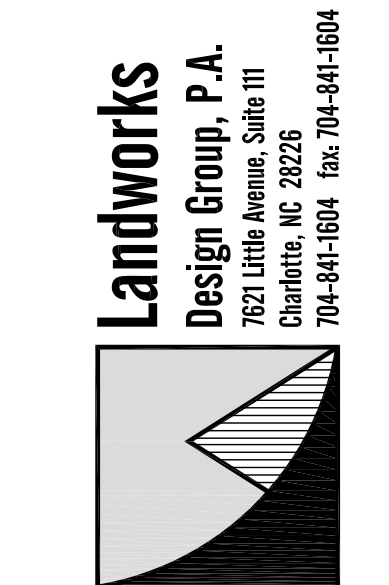
Monratchet Ln

West Catawba Av

Dunmore Dr

Kenton Dr

Copely Dr



THE RETREAT
AT WEST CATAWBA
DEMETER PROPERTIES, LLC
CORNELIUS, NC

SKETCH PLAN

CORPORATE CERTIFICATIONS
 NC PE : C-2930 NC LA : C-253
 SC ENG : NO. 3599 SC LA : NO. 211

Project Manager: MDL

Drawn By: MDH

Checked By: MDL

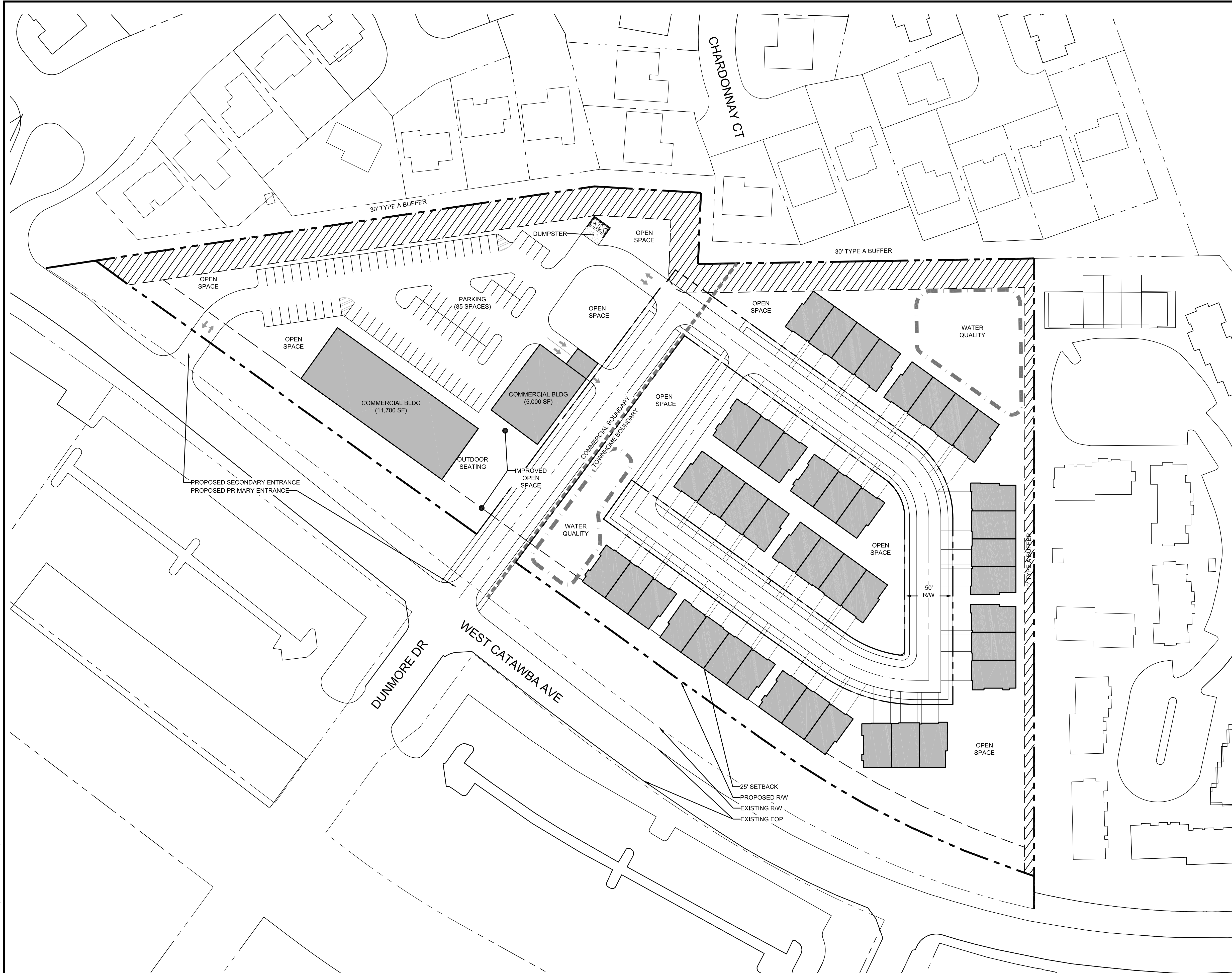
Date: 11/19/18

Project Number: 18004

Sheet Number:

RZ-1

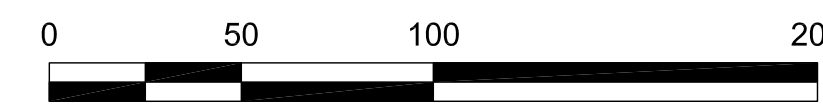
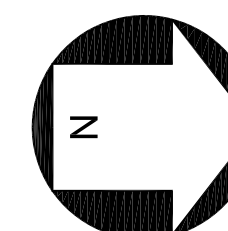
SHEET # 01 OF 01



SITE DATA:

PARCEL ID:	00146701, -6702, -6703, -6704
EXISTING ZONING:	GR/ NR
OVERALL ACRES:	9.52 AC
PROPOSED ZONING:	CZ (CONDITIONAL ZONING)
PROPOSED USES:	COMMERCIAL, TOWNHOMES
PROPOSED DENSITY:	42 DU (4.41 DU/AC OVERALL)
PROPOSED COMMERCIAL:	16,700SF ±

This Plan Is A
Preliminary Design
NOT Released For
Construction.



SCALE: 1"=50'

REVISIONS:			SCALE: 1"=30'
No.	Date	By	Description

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 22, 2019

To: Mayor and Board of Commissioners

From: Kevin Black, Police Chief

Action Requested:


Request for Board approval of the Regional Law Enforcement Mutual Aid Agreement that is entered June 1, 2018 and expires three (3) years from this date.

This agreement allows for mutual aid assistance and cooperation between law enforcement agencies allowing for enhanced law enforcement capabilities and efficiency within the jurisdiction of each agency.

Manager's Recommendation:

Approve a Resolution approving the Regional Law Enforcement Mutual Aid Agreement.

ATTACHMENTS:

Name:	Description:	Type:
 RES-Regional_Law_Enforcement_Mutual_Aid_Agreement.pdf	Mutual Aid Agreement	Resolution Letter

**ADOPTING A POLICY FOR MUTUAL AID ASSISTANCE
WITH OTHER LAW ENFORCEMENT AGENCIES**

WHEREAS, pursuant to North Carolina General Statutes Sections 160A-288, 153A-212 and 90-95.2, the governing body of a city or county may adopt appropriate guidelines, for the purpose of mutual aid assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interest of the Town of Cornelius to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can both be rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of the Town of Cornelius.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Cornelius approves the adoption of the Regional Law Enforcement Mutual Aid Agreement attached hereto as *Exhibit A*.

Approved this 22nd day of January, 2019.

Woody Washam, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Lori A Harrell, Town Clerk

Town Attorney

REGIONAL LAW ENFORCEMENT MUTUAL AID AGREEMENT

This Regional Law Enforcement Mutual Aid Agreement made and entered into this 1st day of June 2018, by and between the law enforcement agencies listed in the attached “List of Participating Agencies” and any other agencies added to this Agreement by amendment (“Participating Agencies”).

BASIS FOR AGREEMENT

North Carolina General Statutes Sections 160A-288, 153A-212 and 90-95.2 allow and authorize mutual aid assistance and cooperation between law enforcement agencies. The Participating Agencies wish to provide temporary assistance to one another in enforcing the General Statutes of North Carolina and acknowledge that this Agreement mutually benefits each Participating Agency in the form of enhanced law enforcement capabilities and efficiency within the jurisdiction of each Agency.

AGREEMENT

The Participating Agencies agree to the following terms and conditions:

1. REQUESTING ASSISTANCE

- a. REQUEST FOR ASSISTANCE.** Under North Carolina General Statutes Sections 160A-288 and 90-95.2 any Participating Agency may request of the other the temporary lending of personnel, equipment and supplies. Execution of this Agreement by each undersigned agency constitutes and is deemed to be a standing request for assistance and an agreement to lend assistance as personnel and equipment permit by each Participating Agency.
- b. WRITTEN REQUEST.** When temporary assistance is needed pursuant to this Agreement, the head of the Requesting Agency shall notify the head of the Assisting Agency of the need for such assistance and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible. Notification by the Division of Criminal Information (DCI) network shall be deemed written notification.

In accordance with North Carolina General Statutes Section 90-95.2(b1) requests for assistance shall be made by the head of an agency or an officer of the agency to whom the head of the agency has delegated that authority, but only one officer within the agency shall have the delegated authority at one time.

The following sample statement used as part of a DCI message would satisfy the statutory requirements for notification and may streamline the process:

The [REQUESTING AGENCY NAME] acting under the authority of [REQUESTING AGENCY DIRECTOR AND TITLE] is requesting mutual aid assistance from the [ASSISTING AGENCY NAME]. The [REQUESTING AGENCY] requests [RESOURCES] to assist at [LOCATION]. The duration of this aid shall be [TIME FRAME].

- c. **EMERGENCY REQUEST.** In an emergency situation, the notification of the need for emergency assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.

2. DUTIES OF REQUESTING AGENCY

- a. **OPERATIONAL COMMAND.** While operating with the Requesting Agency under this Agreement, a law enforcement officer of an Assisting Agency shall be subject to the lawful operational command of the officer supervising the division or unit to which he or she is temporarily assigned to provide assistance, and shall operate under the direct supervision of said officer.
- b. **REPORTING REQUIREMENTS.** The officer supervising the division or unit to which the Assisting Agency's officer(s) is temporarily assigned shall provide a report to the head of the Assisting Agency summarizing the hours worked and the assignments performed by the temporarily assigned officer(s).
- c. **EQUIPMENT.** The temporarily assigned officer(s) shall report to duty with the Requesting Agency with necessary equipment that has been issued by his or her own agency. The Requesting Agency shall supply the temporarily assigned officer with any additional money, equipment, supplies and/or support personnel reasonably necessary to perform his or her expected duties. If the Requesting Agency issues to temporarily assigned officer(s) any equipment that requires specialized training or certification, the Requesting Agency shall ascertain that the temporarily assigned officer(s) has undergone the necessary training or possesses the required certification.

3. DUTIES OF ASSISTING AGENCY

- a. **BENEFITS.** For personnel and administrative purposes, the temporarily assigned officer(s) shall remain under the authority and control of their own Agency, and shall be entitled to Worker's Compensation and other benefits to which he or she would normally be entitled were he or she not temporarily assigned.
- b. **DISCIPLINARY ACTIONS.** Disciplinary actions arising out of temporary assistance provided under this Agreement shall remain the responsibility of the Assisting Agency. The officer

in charge of the division or unit in which an officer is temporarily assigned pursuant to this Agreement may, at any time, relieve such officer of his or her duties and shall immediately forward a written statement setting forth the reason for such action to the head of the Assisting Agency or their designee.

4. AUTHORITY OF ASSIGNED OFFICERS

While temporarily assigned to the Requesting Agency, law enforcement officer(s) of the Assisting Agency shall have the same jurisdiction, powers, rights, authority, benefits and immunities as the regular officers of the Requesting Agency in addition to those associated with his or her regular employment. Nothing contained in this Agreement shall be construed as limiting or reducing any Participating Agency or officer's common law or statutory authority, including but not limited to the common law power of *posse comitatus* or the statutory authority conferred by North Carolina General Statute Section 15A-402.

5. INSURANCE AND INDEMNITY

- a. LIABILITY INSURANCE.** The head of each Participating Agency certifies by execution of this Agreement that all employees subject to this Agreement or reasonably expected to be subject to this Agreement, including assisting officers, are covered by liability insurance.
- b. INDEMNITY FOR ACTS OR OMISSIONS.** The Requesting Agency specifically covenants and agrees to assume liability for any act or omission which was committed by, or was the responsibility of, the temporarily assigned officer(s), except as otherwise provided for in this Agreement. The Requesting Agency further agrees to hold harmless and indemnify the Assisting Agency for any damages or costs, including attorney's fees, incurred by the Assisting Agency in this regard. The provisions of this paragraph regarding indemnity shall not apply to any Participating Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
- c. INDEMNITY FOR PROPERTY DAMAGE.** The Requesting Agency agrees to hold harmless and indemnify the Assisting Agency for any damages or injury to the property of the Requesting Agency incurred in the course and scope of a temporarily assigned officer's duties. The Assisting Agency agrees to hold harmless the Requesting Agency for any damages or injury to the property of the Assisting Agency. The provisions of this paragraph regarding indemnity shall not apply to any Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
- d. RIGHTS OF SUBROGATION.** This Agreement shall not, however, be construed as a bar to any other rights or claims, either direct or by way of subrogation, which either Agency shall have against any other entity, party or person.

6. TERM AND WITHDRAWAL

- a. **TERM.** In any event, the term of this Agreement shall be for a period of three (3) years from the date first above written and shall terminate automatically at the expiration of that term.
- b. **WITHDRAWAL.** In the event a Participating Agency should desire to withdraw from this Agreement, the head of that Agency shall provide written notice to the head of the other Participating Agencies setting forth the effective date of such withdrawal.

7. OTHER MUTUAL AID AGREEMENTS

This Agreement does not affect any other service or mutual aid agreement, previously entered into between two or more of the Participating Agencies for other services not contemplated by this Agreement, nor prevents the Participating Agencies from entering into other such agreements.

8. GOVERNING BODY AUTHORIZATION

The head of each Participating Agency certifies by execution of this Agreement that their duly elected governing body has adopted an appropriate resolution or ordinance authorizing said Agency head to enter into this Agreement pursuant to North Carolina General Statutes Sections 160A-288 and 90-95.2. A copy of the authorizing resolution or ordinance for each Participating Agency shall be attached to this original Agreement and to each duplicate original of this Agreement.

9. ADDITIONAL PARTICIPATING AGENCIES

Additional law enforcement agencies may participate in this Agreement by contacting the Centralina Council of Governments and signing an Amendment. Any Additional Participating Agencies will be bound by the Agreement to the same extent as all other Participating Agencies. The Filing Requirements of paragraph 10 below apply to each amendment.

10. FILING REQUIREMENTS AND COPIES OF AGREEMENT

A complete, Digital version of this Agreement shall be kept at the offices of the Centralina Council of Governments. Copies of the digital version including all received signature pages and amendments will be distributed in PDF format to all Participating Agencies. Any Participating Agency may file this Agreement with its County Clerk of Court,

IN WITNESS WHEREOF, the parties hereto have set their hand and seals.

Regional Law Enforcement
Mutual Aid Agreement
June 1, 2018

**LIST OF PARTICIPATING AGENCIES AND
SIGNATURE PAGES FOLLOW**

LAW ENFORCEMENT REGIONAL MUTUAL AID AGREEMENT

LIST OF PARTICIPATING AGENCIES

EXPIRES JUNE 1, 2021

POLICE DEPARTMENTS	Date Signed	POLICE DEPARTMENTS	Date Signed	COUNTY SHERIFF OFFICES	Date Signed
Albemarle	5-4-18	Rockwell	5-2-18	Anson	
Appalachian State Univ.	9-26-18	Salisbury	5-1-18	Cabarrus	
Badin		Shelby	10-3-18	Cleveland	
Belmont	6-8-18	Spencer	5-9-18	Gaston	5-4-18
Belmont Abbey College	7-2-18	Stallings	6-8-18	Iredell	5-3-18
Bessemer City		Stanfield	6-11-18	Lincoln	6-8-18
Boiling Springs		Stanley	5-10-18	Mecklenburg	
Charlotte-Mecklenburg	5-21-18	Statesville	9-26-18	Rowan	
Cherryville	5-4-18	Troutman	5-7-18	Stanly	6-13-18
China Grove	6-8-18	UNC Charlotte	5-3-18		
Cleveland	5-7-18	Wadesboro	5-22-18		
Concord	5-2-18	Wingate			
Cornelius					
Cramerton	5-16-18				
Dallas	5-2-18				
Davidson	6-8-18				
Davidson College	5-10-18				
Gardner-Webb					
Gaston College	8-20-18				
Gaston County	6-8-18				
Gastonia	5-2-18				
Granite Quarry-Faith	5-10-18				
Huntersville	5-3-18				
Kannapolis	5-7-18				
Kings Mountain	6-20-18				
Kingstown					
Landis					
Lincolnton	5-3-18				
Locust	5-14-18				
Lowell	5-18-18				
Marshville					
Matthews	6-11-18				
Mint Hill	5-9-18				
Misenheimer	6-13-18				
Monroe	5-2-18				
Mooresville	5-2-18				
Mount Holly	5-3-18				
Norwood					
Oakboro					
Pineville	5-15-18				
Queens University	5-10-18				
Ranlo					

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 22, 2019

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk

Action Requested:

Review the minutes from the Jan. 7th Regular Meeting.

Manager's Recommendation:

Approve minutes

ATTACHMENTS:

Name:	Description:	Type:
 01-07-19_Regular_Meeting_draft.pdf	Regular Minutes	Backup Material



BOARD OF COMMISSIONERS

January 7, 2019
MINUTES

PRE-MEETING – 5:45PM

❖ Salary and Benefits Study Committee Follow Up Discussion

The Board continued their discussion on the salary study presented by the Committee and focused on the proposed non-monetary compensation recommendations to help with employee retention. The Board generally felt comfortable with the proposed non-monetary benefits and some of the proposed recruitment strategies. Staff will begin work on these.

❖ Closed Session to Discuss a Contract Matter

Commissioner Miltich made a motion to go into Closed Session at 6:47PM to discuss a contract matter under attorney-client privilege. Commissioner Gilroy seconded the motion and it passed unanimously, 5-0.

Upon return from Closed Session, Mayor Washam dismissed everyone at 7:04PM to go downstairs for the Board's regular scheduled meeting.

REGULAR MEETING – 7:00PM

1. CALL TO ORDER

Mayor Washam called the meeting to order at 7:07PM.

2. DETERMINATION OF QUORUM

All commissioners were present for the meeting.

3. APPROVAL OF AGENDA

*Commissioner Miltich made a motion to approve the agenda as presented.
Commissioner Bilodeau seconded the motion and it passed unanimously, 5-0.*

4. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Michelle Ferlauto led the pledge after a moment of silence was observed.

5. MAYOR/COMMISSIONERS/MANAGER REPORTS

Commissioner Bilodeau reported on the following:

- Bailey Road Park "Open Track Night" – the track and athletic field will be lit every Tuesday and Thursday (6PM-8PM) through February
- Homegrown Art Exhibit is accepting submissions through January 15th; the Exhibit opens on February 1st at 6:30PM
- VLN – Making Waves nominations will be received until the end of January

Commissioner Ross reported on the following:

- Chamber – Businessworks Lunch and Learn will be held on January 8th; the annual Banquet will be held on January 18th at the Peninsula Club (6:30PM); and Focus Friday will be held on January 18th (8:30AM-10:00AM)

Commissioner Miltich reported on the following:

- Attended the CRTPO/TCC joint meeting
- Attended Chief Hoyle's retirement reception

Town Manager Grant reported on the following:

- Town Hall will be closed on January 21st in observance of MLK day and the Town Board meeting will be held on Tuesday, January 22nd
- Community feedback meeting will be held on January 23rd (6:30PM-8:30PM) for a canoe/kayak access point on Lake Cornelius and a survey can also be completed at www.cornelius.org/LakeCornelius
- Connecting Cornelius morning coffee chats will resume on February 4th at Harvey's

Deputy Town Manager Herron reported on the following:

- A community meeting scheduled for rezoning REZ 10-18 Retreat at West Catawba will be held on January 8th (5:30PM) and the first Town Board public hearing is scheduled for January 22nd

Mayor Washam reported on the following:

- Publicly thanked the Salary and Benefits Study Committee members David Peterson, Bob Bruton and Charmaine Nephew for their contribution in conducting the salary study

6. CITIZEN CONCERNS/COMMENTS

There were no public concerns or comments expressed.

7. PRESENTATIONS

A. Recognize Police Chief Bence Hoyle

Mayor Washam recognized Chief Hoyle's years of service with the Cornelius Police Department and presented him with an appreciation award. He explained that the Town also wished to award Chief Hoyle with his service pistol and badge by approving a Resolution to do so.

Commissioner Gilroy made a motion to approve Resolution #2019-00914 awarding Chief Hoyle his service pistol and badge. Commissioner Miltich seconded the motion and it passed unanimously, 5-0.

Resolution #2019-00914 is hereby made part of the minutes by reference.

Chief Hoyle thanked the Board for the recognition and stated that he was very proud of the upcoming promotions to be recognized and that the Town will be in good hands.

B. Cornelius Police Department Promotions

Mayor Washam invited Kevin Black and his family to come forward so that he could be sworn in as the new Police Chief by Town Clerk Lori Harrell. Manager Grant shared some law enforcement highlights of Major Black's career and then he was sworn in as Police Chief.

Chief Black invited David Baucom, Tony Sharpe and Chris Roper forward to join him. He explained that Captain Baucom has been promoted to second in command as Major, Lieutenant Sharpe has been promoted to Captain, and Sergeant Roper has been promoted to Lieutenant.

8. CONSIDERATION OF APPROVAL

A. 2014 Land Use Plan Update – Smithville

Deputy Manager Herron gave a presentation on the proposed land use change from *Neighborhood Commercial* to *Medium Density Residential* for the properties along the west side of South Hill Street. He stated that the recommendation does not change the land use for those properties with Hwy. 21 frontage and there is no impact to the current zoning.

Commissioner Miltich made a motion to approve the recommended change to the Land Use Map as presented. Commissioner Gilroy seconded the motion and it passed unanimously, 5-0.

9. CONSENT AGENDA

A. Approve Regular Meeting Minutes (Dec. 17th)

Commissioner Miltich made a motion to approve the Consent Agenda as presented. Commissioner Ross seconded the motion and it passed unanimously, 5-0.

10. OLD BUSINESS

A. DDI Landscaping Improvements

Asst. Town Manager Beardsley gave an overview of the options that were explored by the DDI Landscaping Committee. Gary Fankhauser presented the landscaping design recommendations for the four quadrants using two specific tree species and 3 specific shrub species. Asst. Manager Beardsley outlined the proposed timeline for completion.

Commissioner Gilroy questioned why the option that incorporated flags was not part of the recommended design. Mr. Fankhauser explained that the budget of \$200K eliminated the flags from the design. Commissioner Gilroy stated that maybe Phase 2 could incorporate a signature feature to help the interchange stand out. Mayor Washam agreed.

Commissioner Ross made a motion to approve the proposed design improvements and move forward with the project. Commissioner Gilroy seconded the motion and it passed unanimously, 5-0.

11. COMMISSIONER CONCERNS

A. Hydrilla Issue on Lake Norman

Commissioner Miltich stated that the Hydrilla Committee continues to meet with the Lake Norman Marine Commission on the Hydrilla issues.

B. Mecklenburg County BOCC

Mayor Washam explained that County Manager Dena Diorio and the new County Chairman George Dunlap and Vice Chairperson Elaine Powell came to Town Hall for a visit/meeting with him, Manager Grant and Deputy Manager Herron.

12. CLOSED SESSION

A. Discuss a Contractual Matter Under Attorney-Client Privilege

Commissioner Miltich made a motion to go into Closed Session at 8:00PM to continue discussions on a contractual matter under attorney-client privilege that began in the Pre-meeting. Commissioner Ross seconded the motion and it passed unanimously, 5-0.

13. ADJOURNMENT

Upon return from Closed Session at 8:39PM, there being no further business to discuss Commissioner Miltich made a motion to adjourn. Commissioner Gilroy seconded the motion and it passed unanimously, 5-0.

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 22, 2019

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk

Action Requested:

Review the minutes from the Jan. 7th Closed Session meeting.

Manager's Recommendation:

Approve minutes

ATTACHMENTS:

Name:	Description:	Type:
 01-07-19_Closed_Session_draft.pdf	Closed Session	Backup Material
