



TOWN OF CORNELIUS

Cornelius Town Hall

BOARD OF COMMISSIONERS

January 21, 2020

Agenda

PRE-MEETING - 5:45 PM

- Agenda Review
- 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 AND CONSIDERATION OF APPROVAL
 - A. REZ 11-19 O'Reilly Auto Part Store
8. CONSIDERATION OF APPROVAL
 - A. Land Development Code Advisory Board Appointments
 - B. Resolution Authorizing the Sale of Certain Real Property
 - C. Catawba/US 21 Dual Roundabouts (C-5621) - Transfer of Maintenance Responsibility of Holiday Lane to NCDOT
 - D. Torrence Chapel Triple Roundabouts (U-5906) - Transfer of Maintenance Responsibility of Liverpool Parkway to NCDOT
9. CONSENT AGENDA
 - A. Approve Minutes - Closed Session
 - B. Approve Minutes - Regular Meeting
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 21, 2020

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

Action Requested:

Hold a Closed Session to discuss:

- A contractual matter; and
- Consult with the attorney under attorney-client privilege

Manager's Recommendation:

Hold a Closed Session.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 21, 2020

To: Mayor and Board of Commissioners

From: Aaron Tucker, Planning Director

Action Requested:

Lawrence Development, Inc. is requesting to rezone and develop .99 acres of property located at 19425 Statesville Road (PID 00518305). The property is currently zoned HC (Highway Commercial). The Applicant proposes to build a 7,200 sf commercial building for retail auto part sales.

At their December meeting, the Planning Board unanimously recommended approval.

Manager's Recommendation:

Conduct Public Hearing #2 and approve an Ordinance to amend the zoning map with conditions and a Resolution declaring that REZ 11-19 is consistent with the Town's Land Use Plan and reasonable in the public's interest.

ATTACHMENTS:

Name:	Description:	Type:
 Application.pdf	Application	Backup Material
 Zoning_Map.pdf	Zoning Map	Backup Material
 Land_Use_Map.pdf	Land Use Map	Backup Material
 Vicinity_Map.pdf	Vicinity Map	Backup Material
 Property_Map.pdf	Property Map	Backup Material
 REZ_11-19_O_Reilly_Auto_Part_Store_Staff_Report.pdf	Staff Report	Backup Material
 O_Reilly_Cornelius_(12-17-19).pdf	Site Plan	Backup Material
 OReilly_Elevations.pdf	Building Elevations	Backup Material
 O_Reilly_Dumpster_Parking_Wall.pdf	Dumpster & Parking Wall Elevations	Backup Material
 PB_Consistency_Statement_REZ_11-19_(O_Reilly_Auto_Part_Store)_Signed.pdf	Planning Board Consistency Statement	Backup Material
 Ordinance_on_Rezoning_Property_REZ_11-19_(O_Reilly_Auto_Part_Store).pdf	Ordinance	Ordinance
 RESOLUTION_Consistency_Statement.pdf	REZ-Consistent and Reasonable	Resolution Letter
 REZ_11-19_O_Reilly_Auto_Parts.pdf	Staff Presentation	Presentation



TOWN OF CORNELIUS

Planning Department

PO Box 399 | Cornelius, NC 28031 | Phone: 704-896-2461 | Fax: 704-896-2462

Staff Only:

Date Rec'd: 10/4/2019 ADT
Rec'd by: ADT
Case #: REZ 11-19

LAND DEVELOPMENT APPLICATION FORM

1. Application Type	✓	Fee	✓	Fee
• Sketch Plan/Plat (Major Sub):	<input type="checkbox"/>	_____	• Conditional Zoning (CZ)	<input checked="" type="checkbox"/> \$1,250 ⁰⁰
• Preliminary Plat (Major Sub):	<input type="checkbox"/>	_____	• Special Use Permit (SUP)	<input type="checkbox"/> _____
• Final Plat (Major Sub):	<input type="checkbox"/>	_____	• Major Architectural Variation	<input type="checkbox"/> _____
• Construction Documents:	<input type="checkbox"/>	_____	• Minor Architectural Variation	<input type="checkbox"/> _____
• General Rezoning	<input type="checkbox"/>	_____	• Other:	<input type="checkbox"/> _____
Fee Total:				\$1,250 ⁰⁰

2. Project Information

Date of Application: _____ Name of Project: O'Reilly Auto Part Store

Location: 19225 Statesville Road Property Size (acres): 0.99 AC # of Units/Lots: _____

Current Zoning: HC Proposed Zoning: ~~HC~~ C2 Zb

Current Land Use: Vacant lot Proposed Land Use: Retail store (O'Reilly Auto Part)

Tax Parcel Number(s): 005-183-05

3. Contact Information	
Owner, Applicant, or Developer <u>Lawrence Development, Inc</u>	<u>Wright and Associates</u>
Address <u>PO Box 202</u>	Agent(s) (Engineer, Architect, Etc.) <u>209 1st Ave South</u>
City, State Zip <u>Davidson, NC 28036</u>	Address <u>CONOVER, NC 28613</u>
Telephone <u>336 918 0489</u>	City, State Zip <u>828 850-2160</u>
Fax <u>336 918 0489</u>	Telephone <u>828 850-2160</u>
Signature <u>Lauren Bearden</u>	Signature <u>Miles Wright</u>
Print Name <u>Lauren Bearden</u>	Print Name <u>Miles Wright</u>
Date <u>10/4/2019</u>	Date <u>10/4/2019</u>
Email <u>LaBearden@BellSouth.net</u>	Email <u>miles@wrightandassociates.us</u>

4. The following items may also be required to be considered part of a complete application, please check all that apply on this list:

<input type="checkbox"/> Signed "Original" application	<input type="checkbox"/> Illustrative (color) site/sketch plan for presentation purposes with same layers as described above
<input type="checkbox"/> Project Fee(s) - See Fee Schedule	<input type="checkbox"/> Architectural elevations, Perspective Renderings, and Architectural Review Board Checklist may include multiple pages and must be drawn to scale by an architect. Include all primary and accessory buildings (all building sides), an illustrative color package, and black and white w/dimensions. Other architectural elements/features of the site such as gazebos, trellis's, garden walls, retaining walls, or other items over 4-feet in height must also be included (NOT REQUIRED, BUT OPTIONAL FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS).
<input type="checkbox"/> Written Summary/Description of Request can be on company letterhead. Shall include requested use or uses, sq. feet of non-residential space, or density and number of units/lots for residential, or any other applicable information. For CZ's, must also describe any variations proposed from the Land Development Code	<input type="checkbox"/> Charlotte Water Capacity Assurance Review Application Provide copy with application, and send original to CW.
<input type="checkbox"/> Property Survey (at least one copy), including existing buildings, topography, wetlands, streams, vegetation (trees over 18" in diameter), and other natural features.	<input type="checkbox"/> Illustrative (color) elevations for presentation purposes for all items described above, as well as perspective (3D) renderings and photograph examples
<input type="checkbox"/> Site/sketch plan (at least one copy), may contain multiple pages and must be drawn to scale by an engineer or landscape architect. Shall include locations of buildings and/or lots, streets, parking, proposed grading, landscaping/screening, open space, watershed/storm water information, associated storm water measures, and proposed utilities and lighting. Shall also include general information from adjoining lots	<input type="checkbox"/> Digital Files of all items listed above

Laurence Development, Inc.

PO Box 202
Davidson, NC 28036

Lawrence J. Bearden

REQUEST FOR CONDITIONAL REZONING OF PROPERTY LOCATED AT 19425 STATESVILLE ROAD

We are planning on providing an O Reilly Auto Store on this property that will contain 7,200 SF of Retail Space selling Auto Parts. O Reilly is a National Retailer that has over 4,000 stores nationwide and is a publicly traded company on the NY Stock exchange.(ORLY) The store will employ about 10 individuals and will provide an increase in the tax base and retail tax base.

We will conform to the requirements of the current land use plans/ Architectural requirements of the Town of Cornelius and Mecklenburg County. The Store will serve the surrounding community and businesses that require auto parts on a complete basis and provide a positive land use of this challenging property. We provide these developments on a professional and responsible manner with a commitment to the community they will serve and in a timely manner.

We are requesting the following adjustments to our plan for the site in order to accommodate the store on the site.

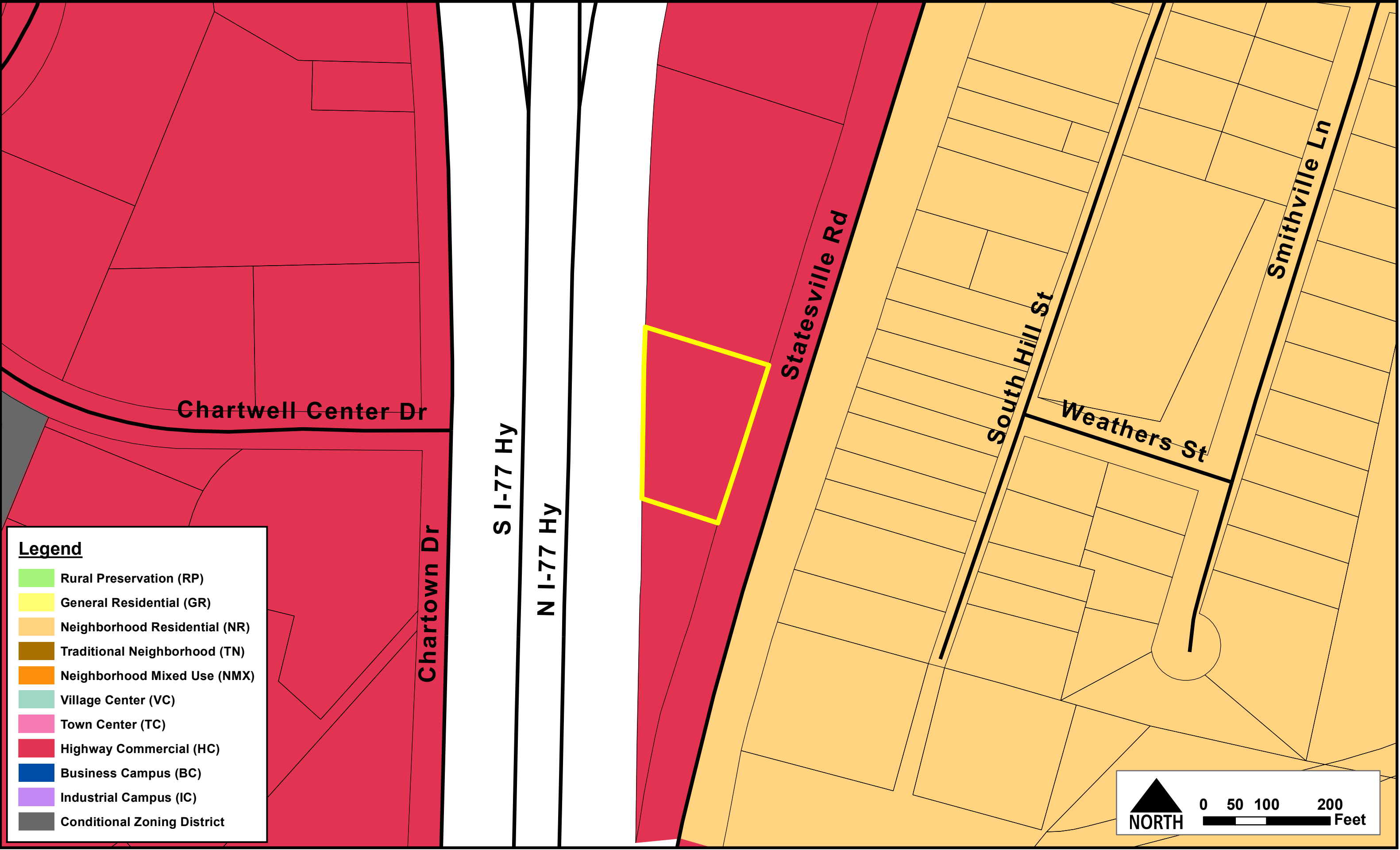
- The use of the 50 foot buffer that fronts on the I -77 interstate that was intended for the benefit of the user or tenant that would occupy the site. We need the space to utilize the parking required and for truck deliveries to the store. Further we have agreed to plant trees along the edge of our site between I -77 and our parking area. We will retain the 25 foot buffer along Statesville Road and landscape this area as well.(Indicated on Site Plan)
- The expansion of the parking area that is to face Statesville Road from 75 feet to approximately 140 feet allowing us to fit the building and improvements on the property. We will provide a split face block wall along this area as shown on the attached plan. The elevation of the site from Statesville Road will also reduce the view corridor to the Parking Lot. In addition we will landscape the front area with low trees and bushes.

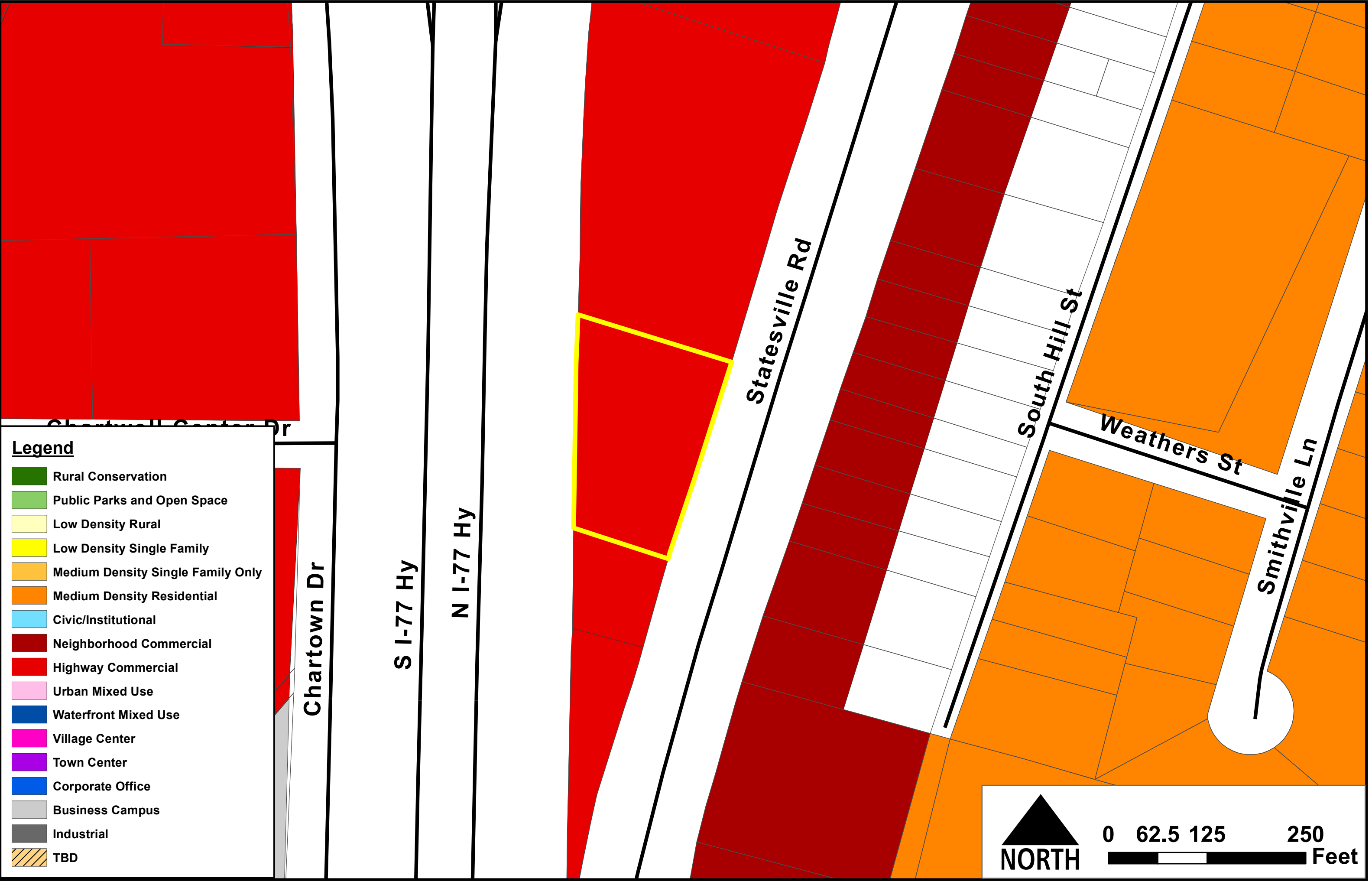
We provide these O Reilly Stores in surrounding States and nearby communities and look forward to having this Retail benefit extended to the Town of Cornelius.

Respectfully submitted,



Lawrence Bearden, President







Chartwell Center Dr

Chartown Dr

SI-77 Hy

NI-77 Hy

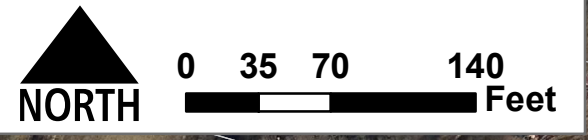
Exit 28 Auto

Hampton Inn

Statesville Rd

South Hill St

Weathers St






S I-77 Hy


N I-77 Hy

Statesville Rd



NORTH

0 15 30 60



Feet



REZ 11-19
O'Reilly Auto Part Store
Conditional Zoning Request

Town Board Meeting
January 21, 2020

OWNER/APPLICANT: Lawrence J. Bearden
Laurence Development, Inc.
P.O. Box 202
Davidson, NC 28036

AGENT: Miles Wright
Wright and Associates
209 1st Ave South
Conover, NC 28613

PROPERTY LOCATION: 19425 Statesville Road (PID 00518305)

PROPERTY SIZE: .99 acres

CURRENT LAND USE: Vacant

PROPOSED LAND USE: 7,200 sf commercial building for retail auto part sales.

EXISTING ZONING: HC (Highway Commercial)

PROPOSED ZONING: CZ (Conditional Zoning)

EXISTING CONDITIONS:

1. Description of Adjoining Zoning and Land Uses – This parcel is located at 19425 Statesville Road. To the north is the Hampton Inn which is zoned HC (Highway Commercial). To the west is Interstate 77. To the south is the Exit 28 Auto Center which is zoned HC. To the east, across Statesville Road, is the Smithville community which is zoned NR (Neighborhood Residential).
2. Topography – The parcel has a slight uphill grade away from Statesville Road.
3. Vegetation – The parcel is partially cleared.
4. Infrastructure – Currently, water and sewer access and capacity are available. The proposed building would be accessed by a private driveway off Statesville Road.

STAFF COMMENTS:

1. Project Overview – Lawrence Development, Inc. is requesting to rezone and develop .99 acres of property located at 19425 Statesville Road (PID 00518305). The property is currently

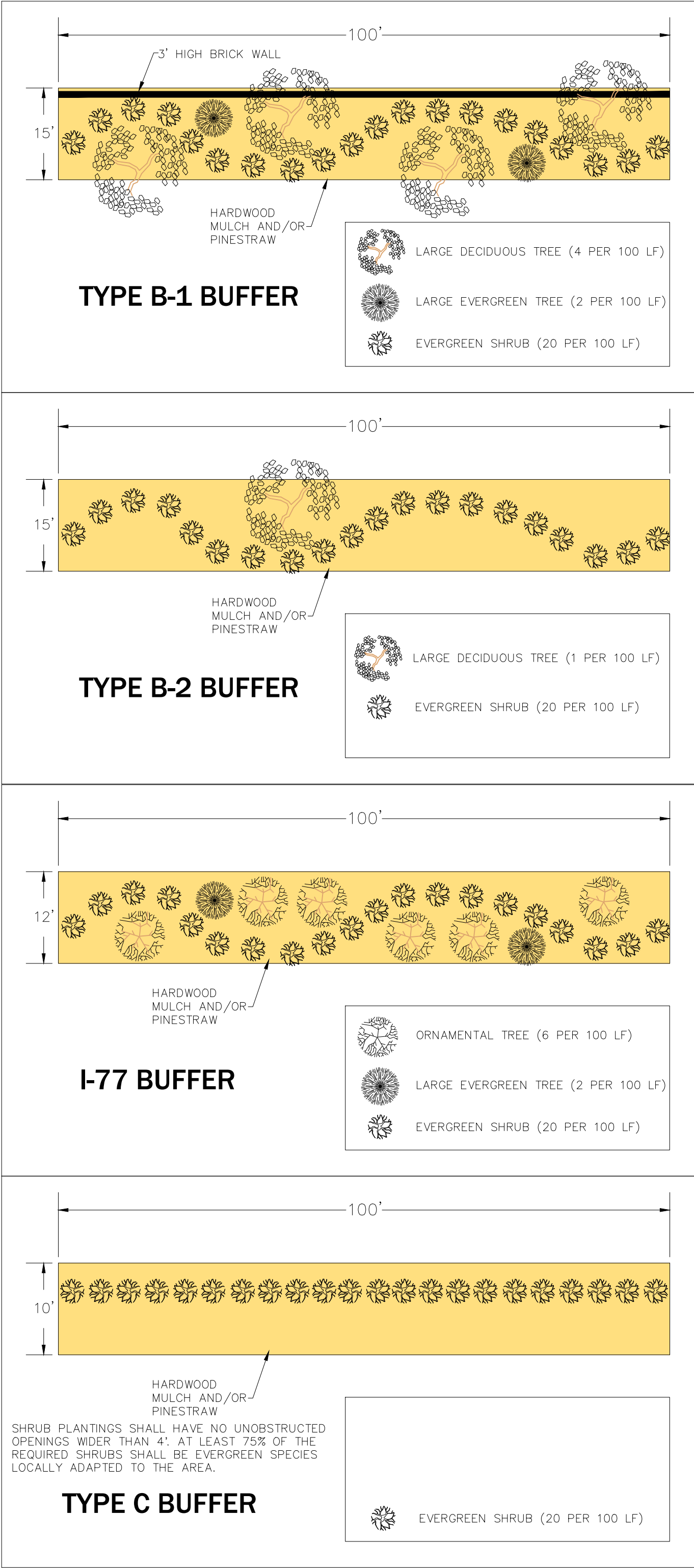
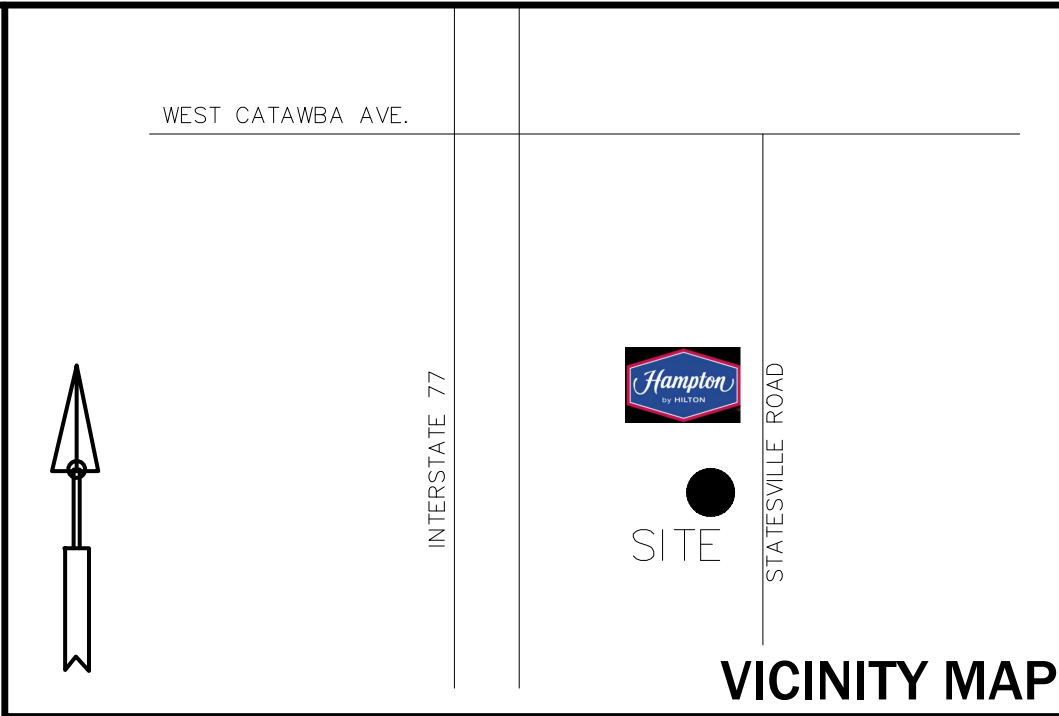
zoned HC (Highway Commercial). The Applicant proposes to build a 7,200 sf commercial building for retail auto part sales.

2. Land Use Plan Consistency – The Land Use Plan adopted by the Town Board on January 6, 2014 designates this property as “Highway Commercial” which shows General Commercial Services as a Primary Land Use. The proposed plan is consistent with the 2014 Land Use Plan.
3. Community Meeting – The meeting was held on November 6, 2019 and no citizens showed up.
4. Town Board Public Hearing #1 – The meeting was held on November 18, 2019. The only comment was to work on improving the building elevations.
5. Architectural Review Board – The meeting was held on December 6, 2019. ARB recommended several changes to the north and east elevations. The applicant amended the elevations based on ARB’s recommendation and resubmitted. The ARB reviewed the amended elevations and deemed them acceptable.
6. Planning Board – The meeting was held on December 9, 2019. The Board recommended approval and found the proposed development to be consistent with the Land Use Plan as shown in the Board’s consistency statement.

STAFF RECOMMENDATIONS:

Staff recommends approval of this project subject to the following conditions.

1. Town approval is contingent on review and approval by other applicable local, state and federal agencies.
2. The development shall comply with all other applicable requirements of the Town of Cornelius Land Development Code.
3. Town approval incorporates and shall comply with any and all submittals in the case file and correspondence presented to the board in support of this application, including, but not limited to the following: The site/sketch plan, architectural elevations, and any other information related to this case or improvements recommended by the Town and/or other agencies.



1" WATER TAP BY CLT WATER; CONTRACTOR TO COMPLETE ALL APPLICATIONS AS NECESSARY AND PAY ALL FEES. (12"x1" TAPPING SADDLE & CORP STOP)
1" METER BOX BY CLT WATER; CONTRACTOR TO COMPLETE ALL APPLICATIONS AS NECESSARY AND PAY ALL FEES. (DOMESTIC)
1" REDUCED PRESSURE (PRINCIPLE) BACKFLOW PREVENTION ASSEMBLY INSTALLED ABOVE-GROUND WITHIN THE INSULATED ENCLOSURE PER CLT WATER REQUIREMENTS. ENCLOSURE TO INCLUDE DRAIN PORT(S) FOR DISCHARGE WATER PER CLT WATER REQUIREMENTS; CONTRACTOR TO PROVIDE NECC ELECTRICAL TO ENCLOSURE
1" PVC WATERLINE; END 5' OUTSIDE OF BUILDING; COORDINATE EXACT LOCATIONS WITH PLUMBING PLANS
1" IRRIGATION METER BOX, SETTER & METER BY CLT WATER; CONTRACTOR TO COMPLETE ALL APPLICATIONS AS NECESSARY AND PAY ALL FEES.
PROPOSED PARKING SPACES: 31
THE BUILDING MUST COMPLY WITH CHAPTER 4 OF THE LDC AND MUST BE REVIEWED BY THE TOWN OF CORNELIUS ARCHITECTURAL REVIEW BOARD (ARB). THIS DEVELOPMENT IS CURRENTLY SCHEDULED FOR ARB ON NOVEMBER 22, 2019
ALL EXTERIOR LIGHTING SHALL COMPLY WITH SECTION 7.5 OF THE LDC. FULL CUTOFF FIXTURES MUST BE USED FOR EXTERIOR PARKING LOT LIGHTING AND A LIGHTING PLAN MUST BE SUBMITTED WITH THE CONSTRUCTION DRAWINGS.
ALL SIGNS SHALL BE PERMITTED SEPARATELY BY MECKLENBURG COUNTY AND SHALL COMPLY WITH CHAPTER 10 OF THE LDC

Exterior Finish Legend

- EIFS (Exterior Insulation and Finish System)
Sherwin Williams "Positive Red" SW6871
- EIFS (Exterior Insulation and Finish System)
Sherwin Williams "Softer Tan" SW6141
- EIFS (Exterior Insulation and Finish System)
& Flashing
Sherwin Williams "Latte" SW6108
- Standing Seam Metal Roof System
Galvalume
- Egress Doors, Overhead Door, and Frames
Sherwin Williams "Latte" SW6108
- Bollards
Sherwin Williams "Hunt Club" SW6468
- 1014

Aluminum and Glass Storefront System
Efco "Ivy", Kawneer "Dark Ivy", or Vista Wall
Sherwin Williams "Interstate Green" SW6468
(6" Address Number - White)



1 FRONT ELEVATION



2 RIGHT SIDE ELEVATION



3 BACK ELEVATION

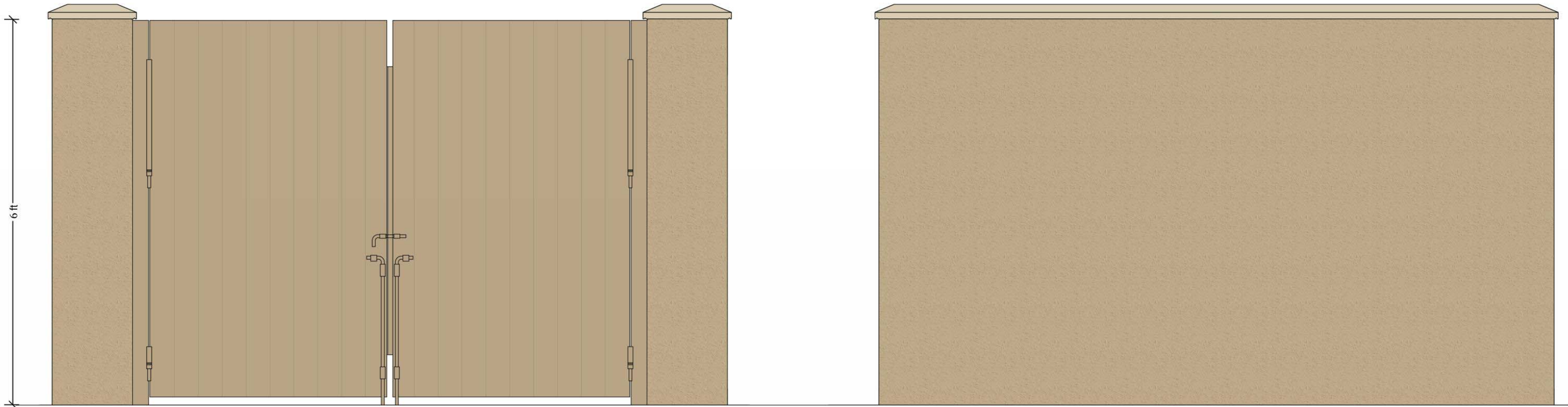


4 LEFT SIDE ELEVATION

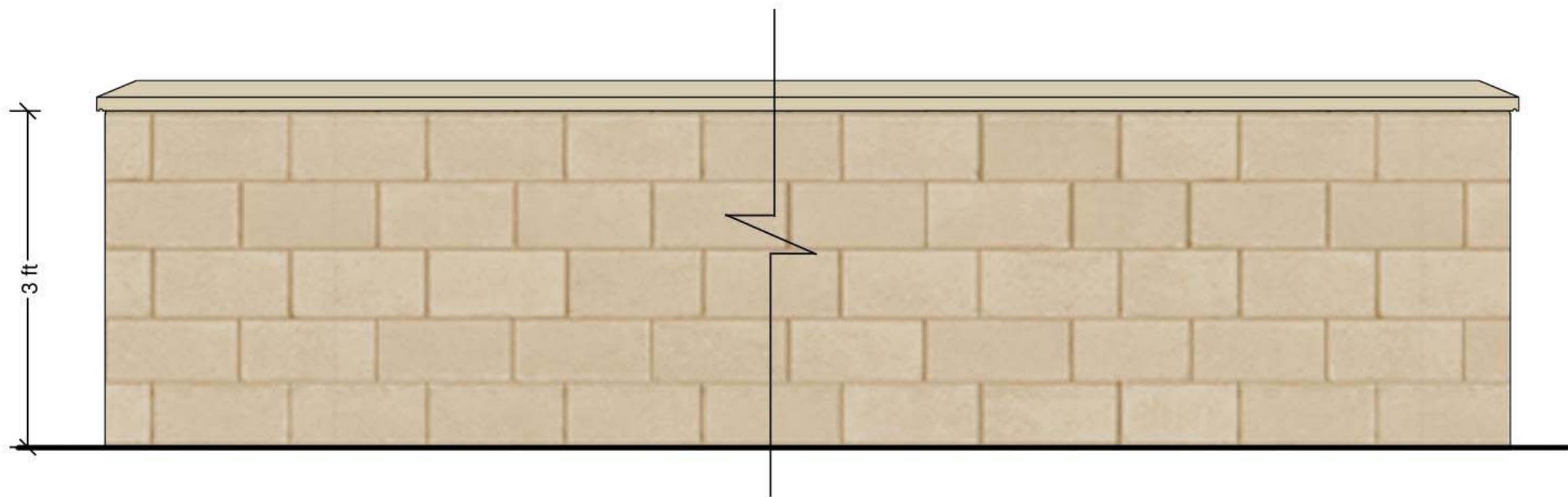


Exterior Finish Legend

- Pre-cast Concrete Masonry Cap
Color Equal to, Sherwin Williams
"Softer Tan" SW6141
- EIFS (Exterior Insulation and Finish System)
& Flashing
Sherwin Williams "Latte" SW6108
- Concrete Masonry Unit (Field)
"Latte" SW6108
- Polymer Composite Material
Color to be equal to Fiberon
"Coastal Cedar", "Jatoba", or " Cedar"



EIFS SCREEN FENCE REFUSE ENCLOSURE ELEVATIONS
NOT TO SCALE



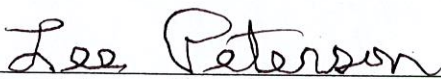
MASONRY SCREEN FENCE ELEVATIONS
NOT TO SCALE

**REASONABLENESS AND CONSISTENCY
OF PROPOSED ZONING MAP AMENDMENTS**

REZ 11-19 O'Reilly Auto Part Store

Lawrence Development, Inc., applicant, initiated the process to rezone and develop the property located at 19425 Statesville Road (PID 00518305), which consists of .99 acres, to *Conditional Zoning District* as shown on *Exhibit A*, and to use the property in accordance with the conditions set forth in *Exhibit B*.

The Planning Board considers the proposed plan to be reasonable and consistent with the Town of Cornelius Land Use Plan "Highway Commercial" category in that General Commercial Services is a primary land use that serves the greater community and visitors, and the proposed plan is in the public interest.



Lee Peterson, Planning Board Vice Chair

December 9, 2019

PROJECT:
O'REILLY AUTO PARTS
STATESVILLE ROAD
CORNELIUS, NC

WRIGHT ASSOCIATES
2101 E. 4th Street
Charlotte, NC 28202
704.375.1000
www.wrightassociates.com

SKETCH PLAN

Exhibit B

Conditions of REZ 11-19

1. Town approval is contingent on review and approval by other applicable local, state and federal agencies.
2. The development shall comply with all other applicable requirements of the Town of Cornelius Land Development Code.
3. Town approval incorporates and shall comply with any and all submittals in the case file and correspondence presented to the board in support of this application, including, but not limited to the following: The site/sketch plan, architectural elevations, and any other information related to this case or improvements recommended by the Town and/or other agencies.

AN ORDINANCE TO AMEND THE TOWN OF CORNELIUS ZONING MAP

REZ 11-19 O'Reilly Auto Part Store

WHEREAS, the Town of Cornelius has received an application requesting that the zoning classification of parcels of land subject to the zoning regulations of the Town be reclassified; and

WHEREAS, notice of public hearing on the question of the reclassification of the subject parcels has been provided through posting of the property; and

WHEREAS, notice of public hearing on the question of the reclassification of the subject parcels has been provided through advertisement in a newspaper of general circulation in the Town; and

WHEREAS, property owners contiguous to the subject parcels have been notified by first class mail of the public hearing on the question of the reclassification; and

WHEREAS, a public hearing on the question of the reclassification of the subject parcel has been held by the Board of Commissioners of the Town of Cornelius.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Cornelius that Tax Parcel Number 00518305, consisting of approximately .99 acres located at 19425 Statesville Road, which is currently zoned Highway Commercial, be amended as *Conditional Zoning (CZ) District* as shown on *Exhibit A* and as further subject to the conditions shown on *Exhibit B* attached hereto and incorporated herein by reference.

Adopted this the 21st day of January, 2020.

Woody T. Washam, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Town Attorney

Exhibit A



Exhibit B

Conditions of REZ 11-19

1. Town approval is contingent on review and approval by other applicable local, state and federal agencies.
2. The development shall comply with all other applicable requirements of the Town of Cornelius Land Development Code.
3. Town approval incorporates and shall comply with any and all submittals in the case file and correspondence presented to the board in support of this application, including, but not limited to the following: The site/sketch plan, architectural elevations, and any other information related to this case or improvements recommended by the Town and/or other agencies.

**RESOLUTION OF THE TOWN OF CORNELIUS BOARD OF
COMMISSIONERS PERTAINING TO THE REASONABLENESS AND
CONSISTENCY OF PROPOSED ZONING MAP AMENDMENTS**

REZ 11-19 O'Reilly Auto Part Store

WHEREAS, Lawrence Development, Inc., applicant, initiated the process to rezone and develop the property located at 19425 Statesville Road (PID 00518305), which consists of .99 acres, to *Conditional Zoning District* as shown on *Exhibit A*, and to use the property in accordance with the conditions set forth in *Exhibit B*; and

WHEREAS, the Town of Cornelius Planning Board reviewed and recommended approval of rezoning the above described property on December 9, 2019; and

WHEREAS, in accordance with the provisions of North Carolina General Statutes 160A-382 and 383, the Town Board considers the proposed plan to be reasonable and consistent with the Town of Cornelius Land Use Plan "Highway Commercial" category in that General Commercial Services is a primary land use, and adopts the following statement.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Cornelius Board of Commissioners that the rezoning _____ IS _____ IS NOT consistent with the Town's adopted comprehensive land use plan as proposed and _____ IS _____ IS NOT reasonable and in the public interest.

Adopted this 21st day of January, 2020.

Woody T. Washam, Jr., Mayor

ATTEST:

Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

Town Attorney

Exhibit A



Exhibit B

Conditions of REZ 11-19

1. Town approval is contingent on review and approval by other applicable local, state and federal agencies.
2. The development shall comply with all other applicable requirements of the Town of Cornelius Land Development Code.
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Town Board

January 21, 2020



O'Reilly Auto Parts Store

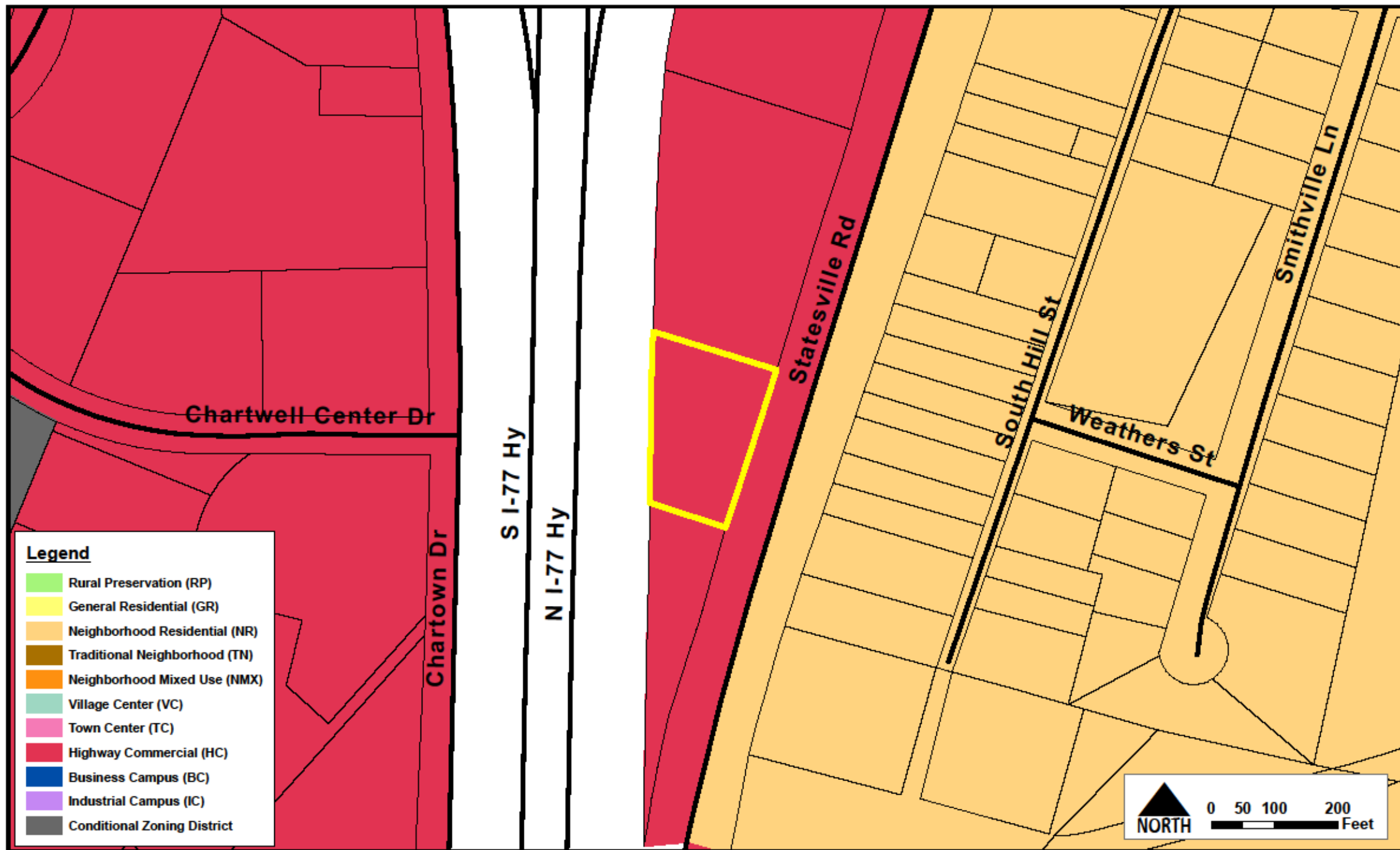
REZ 11-19

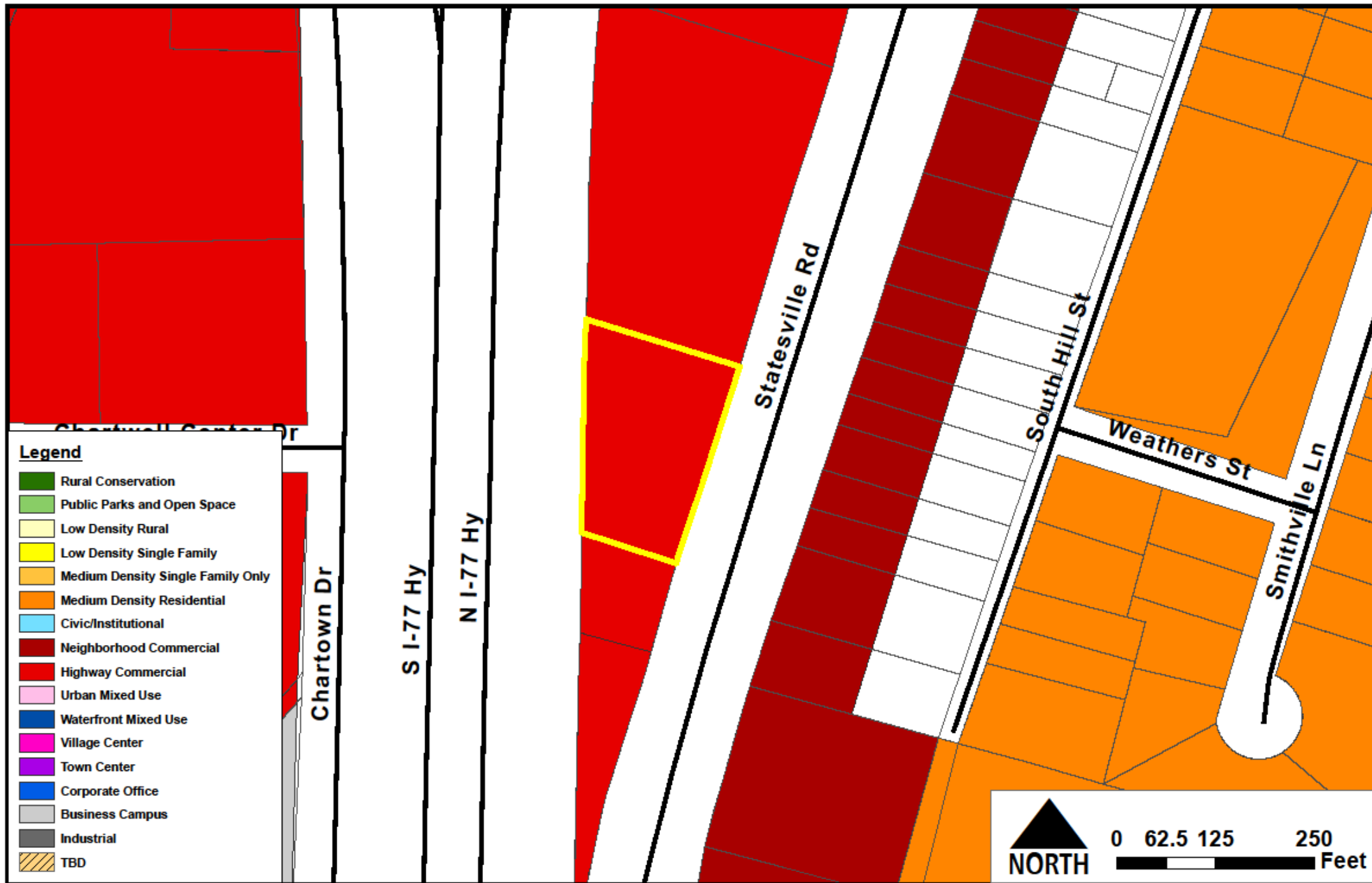
Public Hearing #2



REZ 11-19 O'Reilly Auto Part Store

- Location: 19425 Statesville Road (PID#: 00518305)
- Property size: .99 acres
- Existing Zoning: HC (Highway Commercial)
- Proposed Use: 7,200sf commercial building for retail auto part sales.
- Land Use Plan allows for General commercial services as a Primary Land Use.









S I-77 Hy

N I-77 Hy

Statesville Rd



Exterior Finish Legend

	EIFS (Exterior Insulation and Finish System) Sherwin Williams "Positive Red" SW6871
	EIFS (Exterior Insulation and Finish System) Sherwin Williams "Soft Taupe" SW6141
	EIFS (Exterior Insulation and Finish System) & Flashing Sherwin Williams "Latte" SW6108
	Standing Seam Metal Roof System Galvalume
	Egress Doors, Overhead Door, and Frames Sherwin Williams "Latte" SW6108
	Bollards Sherwin Williams "Trust Club" SW6466
	1014 Aluminum and Glass Storefront System Eico "Ivy", Kawneer "Dark Ivy", or Vista Wall Sherwin Williams "Infinite Green" SW6468 (6" Address Number - White)



1 FRONT ELEVATION



2 RIGHT SIDE ELEVATION



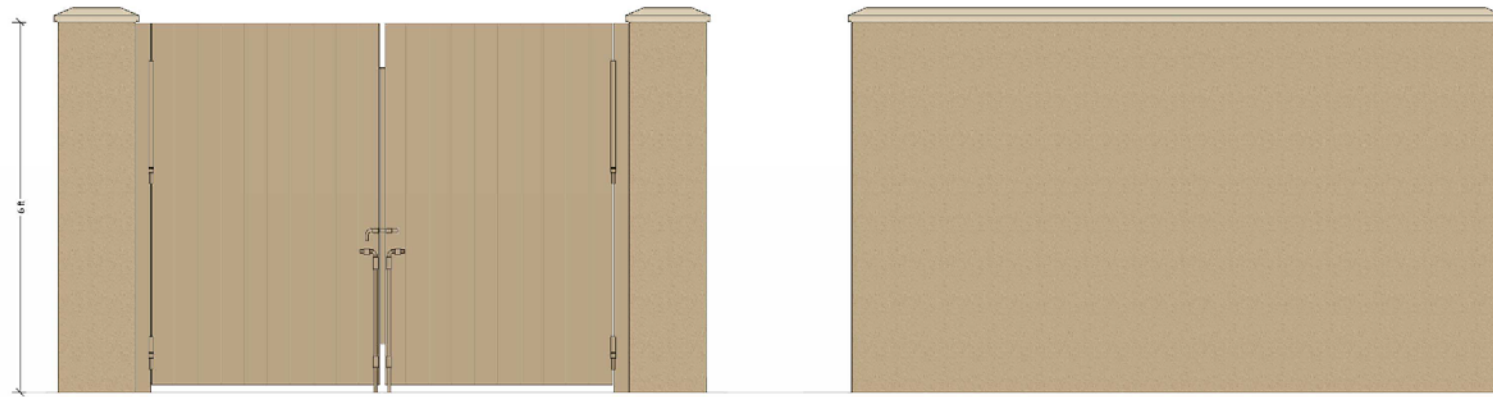
3 BACK ELEVATION



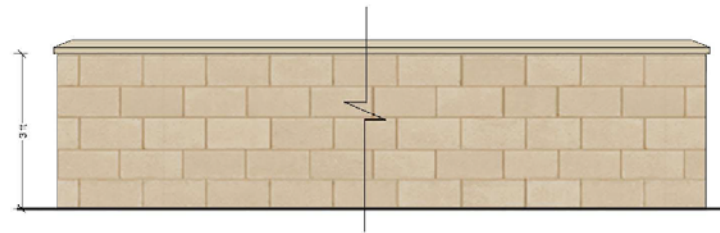
4 LEFT SIDE ELEVATION

Exterior Finish Legend

-  Pre-cast Concrete Masonry Cap
Color Equal to, Sherwin Williams
"Skillet Tan" SW644
-  EIFS (Exterior Insulation and Finish System)
& Flashing
Sherwin Williams "Latta" SW6008
-  Concrete Masonry Unit (Field)
"Latta" SW6008
-  Polymer Composite Material
Color to be equal to Fiberon
"Coastal Cedar", "Jatoba", or "Cedar"



 **EIFS SCREEN FENCE REFUSE ENCLOSURE ELEVATIONS**
NOT TO SCALE



 **MASONRY SCREEN FENCE ELEVATIONS**
NOT TO SCALE

REZ 11-19 O'Reilly Auto Part Store

- PDRC – September 17th
- Community Meeting – November 6th
- Town Board public hearing #1 – November 18th
- ARB – November 22nd
- Planning Board - December 9th
- Town Board public hearing #2 and potential final decision – January 21st

REZ 11-19 O'Reilly Auto Part Store

Staff recommends approval of this project subject to the following conditions.

1. Town approval is contingent on review and approval by other applicable local, state and federal agencies.
2. The development shall comply with all other applicable requirements of the Town of Cornelius Land Development Code.
3. Town approval incorporates and shall comply with any and all submittals in the case file and correspondence presented to the board in support of this application, including, but not limited to the following: The site/sketch plan, architectural elevations, and any other information related to this case or improvements recommended by the Town and/or other agencies.

**REASONABLENESS AND CONSISTENCY
OF PROPOSED ZONING MAP AMENDMENTS**

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The Planning Board considers the proposed plan to be reasonable and consistent with the Town of Cornelius Land Use Plan "Highway Commercial" category in that General Commercial Services is a primary land use that serves the greater community and visitors, and the proposed plan is in the public interest.


Lee Peterson, Planning Board Vice Chair

December 9, 2019

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 21, 2020

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Deputy Manager

Action Requested:



The following persons are recommended by Chair, Cheryl Crawford, for reappointment to the Land Development Code Advisory Board for terms to expire in 2022:

- Seat #6: Bob Bruton has served for 9 years and desires to be reappointed.
- Seat #8: Joe Dean has served for two years as a representative of the Planning Board and desires to be reappointed.
- Seat #12: Karen Tovar has served for two years and desires to be reappointed.
- Seat #13: Laura Pegram has served for three years and desires to be reappointed.
- Seat #10: Recently vacated by Chaz Churchwell. The Town advertised the vacancy and received numerous applications. The Chair and Staff conducted interviews and are recommending Kevin Meyers, of Willow Pond, to fill the current vacancy. Kevin will also serve a term to expire in 2020.

Manager's Recommendation:

Approve the Land Development Code Advisory Board appointments as presented.

ATTACHMENTS:

Name:	Description:	Type:
 LDCAB_2020_draft.pdf	Roster	Backup Material
 Kevin_Meyers.pdf	Kevin Meyer's Application	Backup Material

Land Development Code Advisory Board - 2020

NAME	APT YEAR	TERM	Affiliation	ADDRESS	BUS NO.	HOME NO.	CELL NO.	E-MAIL
Michael Miltich	2015	12/19 - 12/21	Commissioner	18021 Nantz Road	704-295-3660			mmiltich@cornelius.org
Tricia Sisson	2019	12/19 - 12/21	Commissioner	18222 Delray Dr.	704-759-2657			tsisson@cornelius.org
John Hettwer	2006	04/19 - 04/21	Citizen	7316 Swansea Lane	704-895-0777	704-895-4078	704-560-0106	jhettwer@payrollplusus.com
Norris Woody	2006	04/19 - 04/21	Citizen - Vice Chair	19228 Brookgreen Grd. Pl.	704-895-7475	704-896-9663		norris.woody@axa-advisors.com
Bob Bruton	2011	02/20 - 02/22	Citizen	20235 Rainbow Circle		704-895-7165	704-807-7436	bobbbruton@hotmail.com
Keith Eicher	2015	04/19 - 04/21	PB - Member	18116 Coulter Parkway	704-439-3838			eicherk@bellsouth.net
Joseph Dean	2017*	02/20 - 02/22	PB - Member	20301 Church Street		704-892-7551	704-451-2767	ioejuggler@att.net
Cheryl Crawford	2010*	04/19 - 04/21	Citizen - Chair	208 Harbortgate Court	704-619-0636			cheryl@cccates.net
Kevin Myers	2020*	01/20 - 02/22	Citizen	20627 Willow Pond Road			704-762-0186	kmyers2481@gmail.com
David Dunn	2016	04/19 - 04/21	Citizen	17109 Freshwater Lane			704.999.3591	10davidhdunn@gmail.com
Karen Tovar	2017*	02/20 - 02/22	Citizen	17729 Spinnakers Reach Dr.			704-905-6964	karen.r.tovar@gmail.com
Laura Pegram	2016	02/20 - 02/22	Citizen	18622 Bluff Point Road			704.728.5122	lpeggram@mac.com
Aaron Tucker			Staff	Planning Director	704-896-2461			atucker@cornelius.org
Becky Partin			Staff	Senior Planner	704-896-2461			bpartin@cornelius.org

* Unexpired Term at time of appointment

Summer Smigelski

From: Lori Harrell
Sent: Monday, July 8, 2019 9:48 AM
To: Summer Smigelski
Subject: FW: Online Form Submittal: Committee Appointment Form

LDCAB application

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, July 4, 2019 9:06 AM
To: Lori Harrell <lharrell@cornelius.org>
Subject: Online Form Submittal: Committee Appointment Form

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Committee Appointment Form

1

Contact Information

First Name	Kevin
Last Name	Myers
Residence Address	20627 Willow Pond Road
Mailing Address (if different from above)	<i>Field not completed.</i>
Contact Number	704-762-0186
Description	Cell
Email Address	kmyers2481@gmail.com
I Live:	Inside the Town of Cornelius

2

I Am Interested In
Serving On The
Following Board(s)

Land Development Code Advisory Board

Please list qualifications
or reasons you would like
to serve.

I am actively seeking to contribute to the quality of life for those
in the community in which I live in and enjoy. Considering the
continued development in Cornelius and the surrounding
areas, I believe the LDCAB is the perfect fit for my ambitions
and skills.

Resume and/or
Additional Information
(*optional)

K. Myers Resume 2.2019.docx

Date

07/04/19

Signature

K. Myers

Note:

*You may fax this form to the Town Clerk at 704-896-2462 or mail to PO Box 399,
Cornelius, NC 28031*

Email not displaying correctly? [View it in your browser.](#)

Kevin E. Myers, MS

Cornelius, NC | 704-762-0186

kmyers2481@gmail.com | <https://www.linkedin.com/in/kevin-myers-9b5931126/>

INTERNATIONAL PROGRAM MANAGER

Accomplished professional with diverse experience that has provided for an elevated quality of leadership and progressive management skills. The innate ability to comprehend and translate details applying them to overarching program and organizational objectives and goals leading to desired results. A demonstrated career trajectory consisting of increased responsibilities. Background includes global program management, the ability to manage key stakeholder expectations and communication initiatives. An exceptional aptitude to quickly learn organizational processes, culture and expectations and translate these concepts to all necessary stakeholder groups.

AREAS of EXPERTISE

- Communication
 - Process Improvement
 - Partnership Promotion
 - Relationship Building
 - Team Leadership
 - Employee Engagement
 - Stakeholder Translation
 - Operations Management
 - Resource Allocation
-

PROFESSIONAL EXPERIENCE

International Program Manager

Jones Lang LaSalle | Charlotte, NC

07/2019 - present

This role encompasses true global program management for our client, a large financial institution which consistently sits on the Fortune 50 list. I manage a team of project professionals and JLL shared resources that have been engaged to complete security system upgrades for 35 commercial sites occupying 27 different countries. Each site is managed as a separate project and the overall program encompasses all projects.

- Key contact for client program buyer and external client relationship management
- Accountable for all program deliverables
- Responsible for strategy and planning of all stages of the program

Director of Field Services

Orion Growth | Charlotte, NC

01/2018 – 07/2019

This role encompassed national and local project management centered around enterprise clients seeking commercial upfits and new builds. Focus was on vendor and contract management of those performing trades such as low voltage, structured cabling, audio video, access control and furniture installations. In addition, I was deployed to manage all close-out items associated with the final week of completion prior to space unveiling.

- National contract and vendor management focused on successful project completion.
- Write and customize RFP's that capture client needs and align with budgetary guidelines.
- Communicate all phases of projects to internal and external stakeholders throughout project lifecycle.

Staking Technician
Energy United | Cornelius, NC

10/2016 – 01/2018

This role focused on residential underground electrical construction and included managing installation projects from start to finish. It required a focus of the evaluation of member service requirements and existing cooperative assets to support the design, construction, inspection and maintenance of overhead & underground electrical distribution facilities.

- Internal stakeholder communication management spread over a large geographic company footprint.
- Constant management of contract labor to ensure project completion.

Renewable Control Operator
Spencer Ogden Energy | Charlotte, NC

06/2016 – 09/2016

A contract position that served in the Duke Energy renewables division, specifically the operations center. Responsibilities consisted of maximizing the solar fleet's energy output through detail-oriented plant analysis, utilizing effective decision-making strategies, sustaining numerous reporting systems to provide real-time notifications of standard and abnormal patterns in production, scheduling and coordinating the load levels of power plant generation to maintain system integrity and analyzing solar project performance using a variety of software systems.

- Key responsibility to write, edited and centralize solar operations procedures.

System Operations Coordinator
Distribution System Operator
Union Power Cooperative | Monroe, NC

03/2015 – 01/2016

01/2014 – 03/2015

Hired as a system operator as part of a team that provided outage, hazard and routine data analysis to various colleagues, including executive staff and general public. Primary focus was on the safe and reliable delivery of energy to our consumers. This was achieved via data analysis, efficient and courteous customer service and collaborative teamwork stemming from the operations center throughout the organization. After a year of dedicated service, I was promoted to a supervisory position within the department, which allowed me to utilize my leadership skills to interview and train new employees and ensure all proficiencies were met and maintained.

- Wrote and improved System Operations policies and procedures.
- Performed training and education of all necessary staff and employee work schedule management.
- Quality control execution of outage analysis.

Senior Executive Administrative Aide
Office Services Coordinator
Montgomery County Government | Rockville, MD

03/2012 – 01/2014

07/2011 – 03/2012

Started as a basic government administrative staff member supporting the County's Department of the Treasury, focusing on tax collection and a newly implemented program (fair media) centered around a county department of transportation and finance department initiative to provide superior transportation to all county residences. Promoted to the senior aide for the Finance Department Director. Primary objective was to act as a liaison between the Director and all stakeholders, to include internal and external. Thus, allowing the Director the ability to guide and achieve the mission of the department and the county government as a whole.

- Facilitated communication between the Department Director, elected officials, government executives, and private sector leadership.
- Senior level administrative support for the Director and staff of over 20 employees
- Administered complex, time-sensitive financial transactions.

EDUCATION | CERTIFICATION | ACEDMIC MEMBERSHIP

Master of Science (MS) | Communication

Purdue University | Brian Lamb School of Communication | West Lafayette, Indiana

Bachelor of Arts (BA) | Organizational Leadership

Arizona State University | College of Integrative Sciences and Arts | Tempe, Arizona

CERTIFICATION

Strategic Communication Management | Graduate Certificate

Purdue University | Brian Lamb School of Communication

Procedure Writer Certification | Professional Certification

Procedure Professionals Association (PPA) | www.ppaweb.org

Procedure | Work Instruction Writing | Processing | Associated training

ACEDMIC AFFILIATION

Member | The Honor Society of Phi Kappa Phi

Collegiate National Honors Society

<https://www.phikappaphi.org> | Baton Rouge, LA

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 21, 2020

To: Mayor and Board of Commissioners
From: Tyler Beardsley, Assistant Town Manager

Action Requested:

The Town Board declared Town-owned property located at 18520 Starcreek (old Public Works building) as surplus in September 2018. The Town has received an offer of \$570,000 for the property.

Approving the attached Resolution will start the upset bid process, which will allow other offers to be submitted to the Town for a 10 day period. If no other offers are submitted, the original offer is accepted and the sale can proceed to closing.

Any new upset bid offers are required to be 10% higher for the 1st \$1,000 and 5% higher for the remainder than the previous offer. If another offer is received, a new 10 day period will start. This process shall be repeated until no further upset bids are received.

Manager's Recommendation:

Approve Resolution accepting the offer to purchase and start the upset bid process.

ATTACHMENTS:

Name:	Description:	Type:
 OTPC_for_RFBA.pdf	Offer to Purchase Contract	Cover Memo
 RES-18520_Starcreek_Drive_Bid_Process.docx	Upset Bid Process	Resolution Letter

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (form 12G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Town of Cornelius

(b) **"Buyer":** CLAUSSNER & POWELL

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon:

Mecklenburg County Tax Parcel ID# 00533114, consisting of approximately 1.29 acres located at 18520 Starcreek Drive, Cornelius, NC, 28031.

(d) **"Purchase Price":**

\$ 570,000 ⁰⁰

\$ N/A

\$ 28,500 ⁰⁰

\$ N/A

\$ N/A

\$N/A

\$ 541,500

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable to Seller by the Effective Date

BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) ☐ with this offer OR ☐ delivered within five (5) days of the Effective Date of this Contract by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than _____, **TIME**

BEING OF THE ESSENCE with regard to said date.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "**Escrow Agent**" (insert name): Clerk to Town or Designee.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "**Effective Date**": _____ [Date of Final Town of Cornelius Board of Commissioners Approval]

(h) "**Due Diligence**": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "**Due Diligence Fee**": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(1) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "**Due Diligence Period**": The period beginning on the Effective Date and extending through 5:00 p.m. on **[90 days from Effective Date]**. *TIME BEING OF THE ESSENCE* with regard to said date.

(k) "**Settlement**": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "**Settlement Date**": The parties agree that Settlement will take place on **[100 days from Effective Date]** (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) "**Closing**": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

(n) "**Special Assessments**": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"**Proposed Special Assessment**": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"**Confirmed Special Assessment**": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan**: During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

20. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date.

Date: 12/25/2019
Buyer: Benny Powell [SEAL]
By: B. Powell
Title: member.

Date: _____
Seller: Town of Cornelius [SEAL]
By: _____
Town Manager

Approved as to form

Kevin M. Bringewatt, Attorney

DATE 12/25/19

BUYER: CHAUSSNER

By: MSLan

TITLE: MANAGER

For reference:

Approved by Town of Cornelius Board of Commissioners: _____

NOTICE INFORMATION

(NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.)

BUYER NOTICE ADDRESS:

Mailing Address: N 17010 YAWL RD
Buyer Fax#: _____
Buyer E-mail: RENNEN@ATT.NET
Buyer phone: (704) 904-2500

SELLER NOTICE ADDRESS:

Mailing Address: _____
Seller Fax#: _____
Seller E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as: _____
Mailing Address: _____
Individual Selling Agent: _____
Acting as a Designated Dual Agent (write Yes or No) _____
License #: _____
Selling Agent Phone#: _____
Selling Agent Fax#: _____
Selling Agent E-mail: _____

LISTING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as: _____
Mailing Address: _____
Individual Listing Agent: _____
Acting as a Designated Dual Agent (write Yes or No) _____
License #: _____
Listing Agent Phone#: _____
Listing Agent Fax#: _____
Listing Agent E-mail: _____

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Property: _____

Seller: _____

Buyer: _____

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____

Firm: _____ NA _____

By: _____

(Signature)

(Print name)

AND ALL DEFECTS IN THE PHYSICAL, ENVIRONMENTAL AND ECONOMIC CHARACTERISTICS AND CONDITION OF THE PROPERTY WHICH WOULD BE DISCLOSED BY ANY INSPECTION OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF SELLER'S BOARD MEMBERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF SELLER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, HAVE MADE ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS (EXPRESS OR IMPLIED) BY OR ON BEHALF OF SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY, THE ECONOMIC RESULTS TO BE OBTAINED OR PREDICTED, OR THE PRESENT USE THEREOF OR THE SUITABILITY FOR BUYER'S INTENDED USE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: SUITABILITY OF THE TOPOGRAPHY; THE AVAILABILITY OF WATER RIGHTS OR UTILITIES; THE PRESENT AND FUTURE ZONING, BUILDING CODE, SUBDIVISION AND ANY AND ALL OTHER LAND USE MATTERS; THE CONDITION OF THE SOIL, SUBSOIL, OR GROUNDWATER; ENVIRONMENTAL MATTERS INCLUDING WITHOUT LIMITATION THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES OR ANY VIOLATION OF ENVIRONMENTAL LAWS; THE PURPOSE(S) TO WHICH THE PROPERTY IS SUITED; DRAINAGE; FLOODING; ACCESS TO PUBLIC ROADS; OR PROPOSED ROUTES OF ROADS OR EXTENSIONS THEREOF. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS TO BE PURCHASED, CONVEYED AND ACCEPTED BY BUYER IN ITS PRESENT CONDITION, "AS IS", "WHERE IS," AND "WITH ALL FAULTS".

EXCEPT AS OTHERWISE SET FORTH IN THIS CONTRACT, ANY DOCUMENTS FURNISHED TO BUYER BY SELLER RELATING TO THE PROPERTY, SHALL BE DEEMED FURNISHED AS A COURTESY TO BUYER BUT WITHOUT WARRANTY FROM SELLER UNLESS OTHERWISE SPECIFICALLY STATED IN THIS CONTRACT. BUYER IS A SOPHISTICATED BUYER THAT IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND THAT BUYER HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS (INCLUDING ALL OF THE EXAMINATIONS, REVIEWS AND INVESTIGATIONS REFERRED TO IN SECTION 2) RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER THAT BUYER DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE OWNER'S POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (OTHER THAN AS EXPRESSLY PROVIDED HEREIN). ALL WORK DONE IN CONNECTION WITH PREPARING THE PROPERTY FOR THE USES INTENDED BY BUYER INCLUDING ANY AND ALL FEES, STUDIES, REPORTS, APPROVALS, PLANS, SURVEYS, PERMITS, AND ANY EXPENSES WHATSOEVER NECESSARY OR DESIRABLE IN CONNECTION WITH BUYER'S ACQUIRING, DEVELOPING, USING AND/OR OPERATING THE PROPERTY SHALL BE OBTAINED AND PAID FOR BY, AND SHALL BE THE SOLE RESPONSIBILITY OF BUYER. BUYER HAS INVESTIGATED AND HAS KNOWLEDGE OF OPERATIVE OR PROPOSED GOVERNMENTAL LAWS AND REGULATIONS INCLUDING LAND USE LAWS AND REGULATIONS TO WHICH THE PROPERTY MAY BE SUBJECT AND SHALL ACQUIRE THE PROPERTY UPON THE BASIS OF ITS REVIEW AND DETERMINATION OF THE APPLICABILITY AND EFFECT OF SUCH LAWS AND REGULATIONS. BUYER HAS NEITHER RECEIVED NOR RELIED UPON ANY REPRESENTATIONS CONCERNING SUCH LAWS AND REGULATIONS FROM SELLER.

3. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer ☒ does ☐ does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☒ Conventional ☐ Other: _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of 456,000 for a term of 20 year(s), at an initial interest rate not to exceed 5.5 % per annum (the "Loan").

(NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.)

(b) **Other Property:** Buyer ☐ does ☐ does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Owners' Association Fees/Charges:** Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil and Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of roads and utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

AT OR BEFORE THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER WILL HAVE APPROVED THE PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS AND CONDITION OF THE PROPERTY, AS WELL AS THE ECONOMIC CHARACTERISTICS OF THE PROPERTY. EXCEPT AS OTHERWISE SET FORTH IN THIS CONTRACT, IF BUYER DOES NOT TERMINATE THIS CONTRACT PURSUANT TO THE TERMS OF THIS CONTRACT ON OR PRIOR TO THE EXPIRATION OF THE FEASIBILITY STUDY PERIOD, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY

(l) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, the Buyer's sole remedy is to terminate this Contract.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** N/A;

(c) **Dues:** N/A.

8. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

(NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

☐ Additional Provisions Addendum (Form 2A11-T)

☐ Back-Up Contract Addendum (Form 2A1-T)

☐ Contingent Sale Addendum (Form 2A2-T)

☐ Loan Assumption Addendum (Form 2A6-T)

☐ Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T)

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☐ OTHER:

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** [intentionally deleted]

Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T).

(b) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

5. SELLER REPRESENTATIONS:

[intentionally deleted]

6. SELLER OBLIGATIONS:

(a) **Evidence of Title:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

(b) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(c) **Removal of Seller's Property:** N/A

(d) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(e) **Designation of Lien Agent, Payment and Satisfaction of Liens:** N/A

(f) **Good Title; Form of Deed:** Seller shall execute and deliver a North Carolina Bar Form SPECIAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement) and all matters of record.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph)

(g) **Deed, Excise Taxes:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made **as directed by Buyer**.

(h) **Agreement to Pay Buyer Expenses:** [intentionally deleted]

(i) **Payment of Confirmed Special Assessments:** [intentionally deleted]

(j) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(k) **Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement to Buyer on or before the Effective Date.

**A RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY
PURSUANT TO N.C. GEN. STAT. § 160A-269**

WHEREAS, the Town of Cornelius (“Town”) is authorized by N.C. Gen. Stat. §160A-269 to convey real property via negotiated offer, advertisement, and upset bid; and

WHEREAS, the Town has received an offer for the purchase of the property described below (the “Property”) of \$570,000 (the “Offer”), which, if accepted, will be subject to terms set out in a sale contract approved by the Town Manager or designee; and

WHEREAS, the Property constitutes surplus property; and

WHEREAS, the Town will publish notice in accordance with N.C. Gen. Stat. §160A-269, and in the event that the initial upset bid period expires and no further upset bids are received, the Town desires to accept the Offer without further action; and

WHEREAS, in the event that any upset bids are received in accordance with law, the Town will meet to further consider any such new offers.

Property Description:

Mecklenburg County Tax Parcel ID# 00533114, consisting of approximately 1.29 acres located at 18520 Starcreek Drive, Cornelius, NC, 28031, and commonly known as the Cornelius Public Works Building.

NOW, THEREFORE, BE IT RESOLVED:

1. If no further upset bids are received, then the Town Manager or designee is authorized to contract for and consummate the sale the Property to the current bidder fo\$570,000, which represents the fair market value for the Property, subject to terms to be set out in a contract approved by the Town Manager or designee.
2. If any upset bids are received in accordance with law, then any such offers shall be considered by the Town at a subsequent meeting.

Adopted this 21st day of January, 2020.

ATTEST:

Woody Washam Jr., Mayor

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Town Attorney

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 21, 2020

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Deputy Manager

Action Requested:


As part of the Catawba/US 21 dual roundabout project, the Town is required to turn over maintenance of Holiday Lane to NCDOT, so NCDOT will control maintenance on all of the roads proposed for construction.

Attached is a resolution requested by NCDOT to turn over maintenance of Holiday Lane.

Manager's Recommendation:

Approve a Resolution to turn Holiday Lane over to NCDOT for maintenance.

ATTACHMENTS:

Name:	Description:	Type:
 RESOLUTION_OF_THE_TOWN_OF_CORNELIUS_BOARD_for_NCDOT_Maintenance_of_Holiday_Lane.docx	Resolution	Backup Material

**RESOLUTION OF THE TOWN OF CORNELIUS BOARD OF
COMMISSIONERS PERTAINING TO THE NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION DIVISION OF HIGHWAYS REQUEST FOR ADDITIONS TO
STATE MAINTAINED SECONDARY ROAD SYSTEM**

WHEREAS, the Town of Cornelius Board of Commissioners would like to relinquish control of Holiday Lane, from Catawba Avenue to the terminus of said street, (as shown on exhibit “A”) to the NCDOT Secondary Road System, and;

WHEREAS, the Town of Cornelius Board of Commissioners is of the opinion that the above described roads should be added to the Secondary Road System, because the road meets the minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition to the System.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Cornelius Board of Commissioners that the Division of Highways is hereby requested to review the above described road and take over the road for maintenance as it meets the established standards and criteria set forth by the Department of Transportation.

Adopted this 21st day of January, 2020.

Woody T. Washam, Jr., Mayor

ATTEST:

Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

Town Attorney

Exhibit A



REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 21, 2020

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Deputy Manager

Action Requested:


As part of the Torrence Chapel triple roundabout project, the Town is required to turn over maintenance of Liverpool Parkway to NCDOT to facilitate construction.

Attached is a resolution requested by NCDOT to turn over maintenance of Liverpool Parkway.

Manager's Recommendation:

Approve a Resolution to turn Liverpool Parkway over to NCDOT for maintenance.

ATTACHMENTS:

Name:	Description:	Type:
 RESOLUTION OF THE TOWN OF CORNELIUS BOARD for NCDOT Maintenance of Liverpool Parkway.docx	Resolution	Backup Material

**RESOLUTION OF THE TOWN OF CORNELIUS BOARD OF
COMMISSIONERS PERTAINING TO THE NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION DIVISION OF HIGHWAYS REQUEST FOR ADDITIONS TO
STATE MAINTAINED SECONDARY ROAD SYSTEM**

WHEREAS, the Town of Cornelius Board of Commissioners would like to relinquish control of Liverpool Parkway, from West Catawba Avenue to Sefton Park Road, (as shown on exhibit “A”) to the NCDOT Secondary Road System, and;

WHEREAS, the Town of Cornelius Board of Commissioners is of the opinion that the above described roads should be added to the Secondary Road System, because the road meets the minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition to the System.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Cornelius Board of Commissioners that the Division of Highways is hereby requested to review the above described road and take over the road for maintenance as it meets the established standards and criteria set forth by the Department of Transportation.

Adopted this 21st day of January, 2020.

Woody T. Washam, Jr., Mayor

ATTEST:

Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

Town Attorney

Exhibit A



REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 21, 2020

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk

Action Requested:

Review the minutes from Jan. 6th - Closed Session.

Manager's Recommendation:

Approve minutes.

ATTACHMENTS:

Name:	Description:	Type:
 01-06-20_Closed_Session.pdf	Closed Session Minutes	Cover Memo

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: January 21, 2020

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk


Action Requested:

Review the minutes from Jan. 6th - Regular Meeting.

Manager's Recommendation:

Approve minutes

ATTACHMENTS:

Name:	Description:	Type:
 01-06-20_Regular_Meeting_draft.pdf	Regular Minutes	Backup Material



BOARD OF COMMISSIONERS

January 6, 2020
MINUTES

PRE-MEETING – 5:45PM

❖ North Mecklenburg Economic Mobility Collaborative

John Quinn gave a presentation on the North Mecklenburg Economic Mobility Collaborative (NMEMC). He gave an overview of the committee's values, operating model and plan that is focused on affordable housing and building relationships and collaborations. The launch event will be held on Jan. 30th at Cornelius Town Hall.

Mayor Washam asked where the geographic areas were being considered. Mr. Quinn stated that most are "place based" like Smithville in Cornelius, Potts Town in Davidson, Huntington Green in Huntersville.

❖ Agenda Review

Andrew gave an overview of the 7PM meeting agenda. Commissioner Bilodeau questioned if a "threshold amount" should be part of the reimbursement bond resolution. Manager Grant stated that it is not a requirement to do so but there is reference to the \$24M that will eventually be sold. Mayor Washam stated that the redevelopment bond extension will coincide with the art center development. Commissioner Sisson questioned if there was a risk of going past the 10 year period. Manager Grant explained that the bonds will be sold after construction begins, which is anticipated to be in calendar year 2021, which is prior to the 10-year deadline.

❖ Closed Session

Mayor Washam called for a motion to go into Closed Session to discuss a contract matter under attorney-client privilege, a real estate acquisition matter, and a personnel matter.

*Commissioner Bilodeau made a motion to go into Closed Session at 6:17PM.
Commissioner Sisson seconded the motion and it passed unanimously, 4-0
(Commissioner Miltich was absent).*

Upon return from Closed Session, Manager Grant updated the Board on some IT issues that are going to impact next year's budget. He announced that the new HR Director Jared Azzone has been hired and will begin on Jan. 27th. Commissioner Bilodeau stated that he would like to participate on the workforce housing committee. Mayor Washam dismissed everyone at 6:45PM to go downstairs for the 7:00PM Regular meeting.

REGULAR MEETING – 7:00PM

1. CALL TO ORDER

Mayor Washam called the meeting to order at 7:03PM.

2. DETERMINATION OF QUORUM

All commissioners were present with the exception of Commissioner Miltich who was out of town.

3. APPROVAL OF AGENDA

Commissioner Duke made a motion to approve the agenda as presented. Commissioner Sisson seconded the motion and it passed unanimously, 4-0.

4. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Stewart Gray led the pledge after a moment of silence was observed.

5. MAYOR/COMMISSIONERS/MANAGER REPORTS

Commissioner Bilodeau reported on the following:

- Acknowledged the great work of the Cornelius Police Department

Commissioner Sisson reported on the following:

- Chamber events – Urban Air Adventure Park ribbon cutting was held on Jan. 3rd; BusinessWorks will be held on Jan. 7th (11:45AM) featuring Planning for Your Best Year Ever with David Dowdy; 2nd Friday Speed Networking will be held on Jan. 10th (7:30AM) at Sam's Club in Mooresville; Lake Norman WINS first meeting will be held on Jan. 14th (8:30AM) at Greentree Financial; Focus Friday – Meet your “new” commissioners will be held on Jan. 17th (8:30AM); and the annual Awards Banquet to be held on Jan. 17th at the Peninsula Club is sold out

Manager Grant reported on the following:

- Connecting Cornelius evening event will be held on Jan. 16th (6:30PM) at Barley Market
- Nannie Potts Lane construction is on schedule to be complete by summer
- Congratulations to Chad Cauble for working toward his Master of Public Administration
- Congratulations to Aaron Tucker on his promotion to Planning Director

Mayor Washam reported on the following:

- Attended the ribbon cutting for Urban Air Adventure Park on Jan. 3rd
- In observance of Martin Luther King Day on Jan. 20th, the next Board meeting will be held on Tuesday, Jan. 21st

6. CITIZEN CONCERNS/COMMENTS

No concerns/comments were expressed.

7. PRESENTATIONS

A. Cornelius 2020 Census

The Town's 2020 Census representative Sean Herndon distributed the Meck Counts FAQ sheet, went over the highlights, as well as how to use the website to obtain additional information at meckcounts2020.com. The Census forms will be available in 12 different languages. He stressed the importance of everyone being counted and how it impacts the community.

8. PUBLIC HEARING AND CONSIDERATION OF APPROVAL

A. Historic Property Designation – Cornelius Elementary Ag Building

Mayor Washam called for a motion to reconvene the public hearing for the Cornelius Ag Building.

Commissioner Sisson made a motion to reconvene the public hearing. Commissioner Ross seconded the motion and it passed unanimously, 4-0.

Planning Director Aaron Tucker gave the staff presentation. He explained that the building is owned by CMS and the designation is on the exterior of the building only and does not include the land it sits on. Stewart Gray with Mecklenburg Historic Landmarks Commission gave an overview of the building's historic significance and stressed the importance of preserving it.

Commissioner Bilodeau asked what CMS uses the building for and if they have any plans for it in the future. Mr. Gray stated that CMS currently uses the building for storage and that he is unsure what their future plans were for the interior; however, the landmark designation secures that the exterior will be protected.

Mayor Washam spoke on his memories of going to school in the building and his hopes for maybe one day having an opportunity to create a Cornelius history museum in the Ag building.

Mayor Washam invited the public to speak. There being no public comments, he called for a motion to close the public hearing.

Commissioner Ross made a motion to close the public hearing. Commissioner Duke seconded the motion and it passed unanimously, 4-0.

Commissioner Bilodeau made a motion to approve Ordinance #2020-00724 designating the Cornelius Agricultural (Ag) Building as a historic landmark. Commissioner Sisson seconded the motion and it passed unanimously, 4-0.

Ordinance #2020-00724 is hereby made part of the minutes by reference.

B. TA 02-19 Breweries

Mayor Washam called for a motion to open the public hearing for TA 02-19 Breweries. The public notice is hereto attached.

Commissioner Sisson made a motion to open the public hearing. Commissioner Duke seconded the motion and it passed unanimously, 4-0.

Senior Planner Becky Partin gave the staff presentation. She explained that the proposed text amendment is to bring the Code into compliance with the new State law (HB363 Craft Beer Distribution and Modernization Act) that allows breweries to sell and distribute up to 100,000 barrels of malt beverages a year. The modifications to

Chapters 2, 5 and 6 were identified so that Cornelius breweries are permitted to increase their barrel production from 15,000 to 100,000.

Mayor Washam invited the public to speak. There being no public comment, he called for a motion to close the public hearing.

Commissioner Bilodeau made a motion to close the public hearing. Commissioner Duke seconded the motion and it passed unanimously, 4-0.

Commissioner Bilodeau made a motion to approve Ordinance #2020-00725 to amend the Land Development Code, Chapters 2, 5, and 6 as presented. Commissioner Duke seconded the motion and it passed unanimously, 4-0.

Ordinance #2020-00725 is hereby made part of the minutes by reference.

9. CONSIDERATION OF APPROVAL

A. Northcross Drive Extension – NCDOT Municipal Agreement

Deputy Manager Wayne Herron gave an overview of the municipal agreement between NCDOT and the Town and provided the cost breakdown and responsibilities of each party.

Commissioner Ross made a motion to approve the NCDOT Municipal Agreement for Northcross Drive Extension. Commissioner Duke seconded the motion and it passed unanimously, 4-0.

B. Bond Reimbursement Resolution

Finance Director Julie Niswonger explained that a portion of the \$24M bonds approved in November 2018 are anticipated to be sold and funds available in FY20. However, NCDOT has notified the Town that its portion for the cost of right-of-way acquisition for the Northcross Drive Extension project is due upon execution of the municipal agreement. Therefore, the Town will advance money from funds currently available and be reimbursed from the bond sale proceeds.

Commissioner Ross made a motion to approve Resolution #2020-00949 for the Town to reimburse itself for capital expenditures incurred in connection with transportation projects from the proceeds of tax exempt obligations. Commissioner Duke seconded the motion and it passed unanimously, 4-0.

Resolution #2020-00949 is hereby made part of the minutes by reference.

C. Redevelopment Bond Extension

Finance Director Julie Niswonger explained that \$4M of the November 2013 bond referendum for town center redevelopment remain in effect until November 2020; however, the Town will not be in position to issue the bonds until after the 2020 deadline. Therefore, the next step is to seek approval from the Local Government Commission (LGC) for a three year extension.

Commissioner Bilodeau made motion to approve Resolution #2020-00950 seeking approval from the LGC to extend the redevelopment bond order for three years. Commissioner Sisson seconded the motion and it passed unanimously, 4-0.

Resolution #2020-00950 is hereby made part of the minutes by reference.

10. CONSENT AGENDA

- A. Approve Minutes – Closed Session 12/16 (Approved 4-0)
- B. Approve Minutes – Regular Meeting 12/16 (Approved 4-0)

Commissioner Sisson made a motion to approve the Consent Agenda as presented. Commissioner Ross seconded the motion and it passed unanimously, 4-0.

11. COMMISSIONER CONCERNS

No concerns were expressed.

12. ADJOURNMENT

There being no further business to discuss, Commissioner Sisson made a motion to adjourn at 7:46PM. Commissioner Duke seconded the motion and it passed unanimously, 4-0.

Approved this 21st day of January, 2020.

Woody Washam, Jr., Mayor

Lori A. Harrell, Town Clerk